



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, October 17, 2023

1:30 PM

*Gulfport City Hall
Council Chambers*

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

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

- **Mayor's Report**

Policy Issues

Code Enforcement / Planning

- 1 Final Plat - approval of Handsboro Pointe Condominiums Phase 1 on tax parcel 1010E-01-012.000 - located at 1302 Magnolia Street - Case # 2311PC129 - Ward 4.

Ordinances

- 2 Ordinance - repealing and deleting Section 302.8.1, Parking of vehicles in a residential district, from Chapter 3, Article VI Section 3-245 in the Code of Ordinances, and for related purposes.
- 3 Ordinance - rezoning tax parcel from I-2 (Heavy Industry District) to B-2 (General Business) - Three Rivers Road - Case #2308PC093 - Ward 5. (postponed from 10/3/2023)
- 4 Ordinance - providing for the salary of compensation for two (2) "Building Inspector" positions, and for related purposes.
- 5 Ordinance - providing for the salary of compensation for one (1) "GSE I - Traffic Control" position, and for related purposes.

Resolutions

- 6 Resolution - approving Contract with Volkert, Inc., for Construction Engineering and Inspection Services on the Landon Road Improvements Project, and for related purposes.

- 7 Resolution - approving Memorandum of Agreement (MOA) with MDOT in connection with the Dedeaux Road Widening Project - Phase II, and for related purposes.
- 8 Resolution - approving the Operating Agreement between the City of Gulfport and the Navy Construction Battalion Center Gulfport, and for related purposes.
- 9 Resolution - approving Pipeline Crossing Contract with KCS Railway Company with respect to the BUILD Interconnecting Gulfport Project, and for related purposes.
- 10 Resolution - approving Professional Services Agreement with Gulf Coast Center for Nonviolence, Inc., to provide Domestic Violence Victims Advocate Services, and for related purposes.
- 11 Resolution - approving Service Agreement with H&S Commercial & Industrial Construction, LLC, in connection with the 2023 Gulfport Harbor Lights Winter Festival, and for related purposes.
- 12 Resolution - approving Service Agreement with Heavenly Touch Landscaping, in connection with the 2023 Gulfport Harbor Lights Winter Festival, and for related purposes.
- 13 Resolution - accepting FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Grant Number 15PBJA-23-GG-03572-JAGX, and for related purposes.
- 14 Resolution - authorizing the City of Gulfport, by and through the Gulfport Fire Department, to accept a FY 2023 Mississippi Department of Public Safety Office of Homeland Security Grant, and for related purposes.
- 15 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities, and resources of the City of Gulfport (Events), and for related purposes.
- 16 Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with 2023 Annual Buddy Walk, and for related purposes.
- 17 Resolution - authorizing an expenditure (via in-kind donation) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the 2023 Carters Champions Pink Dress Run, and for related purposes.
- 18 Resolution - approving the temporary closure of municipal right of way for 2023 Carters Champions Pink Dress Run, and for related purposes.
- 19 Resolution - approving the temporary closure of municipal right of way for Trick or Treating in Florence Gardens, and for related purposes.

- 20 Resolution - approving the temporary closure of municipal right of way for WJZD's 2023 November Festival, and for related purposes.
- 21 Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Zeta on the City of Gulfport, and for related purposes.
- 22 Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Ida on the City of Gulfport, and for related purposes.

Budget Amendments / Docket of Claims

- 23 Docket of Claims - to be approved through October 18, 2023.

Routine Agenda

- 24 Acknowledgment - of previously approved and subsequently executed Agreements, Contracts, and/or Documents - to be made a part of the minutes.
- 25 Letter - regarding bid awarded by Purchasing to Fluid Process & Pumps, LLC for a pump for 18th Ave Lift Station - Public Works Department - to be made a part of the minutes.
- 26 Public Records Request - for the month of September 2023 - to be made a part of the minutes.
- 27 Ratification - of Oaths of Office - 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.**

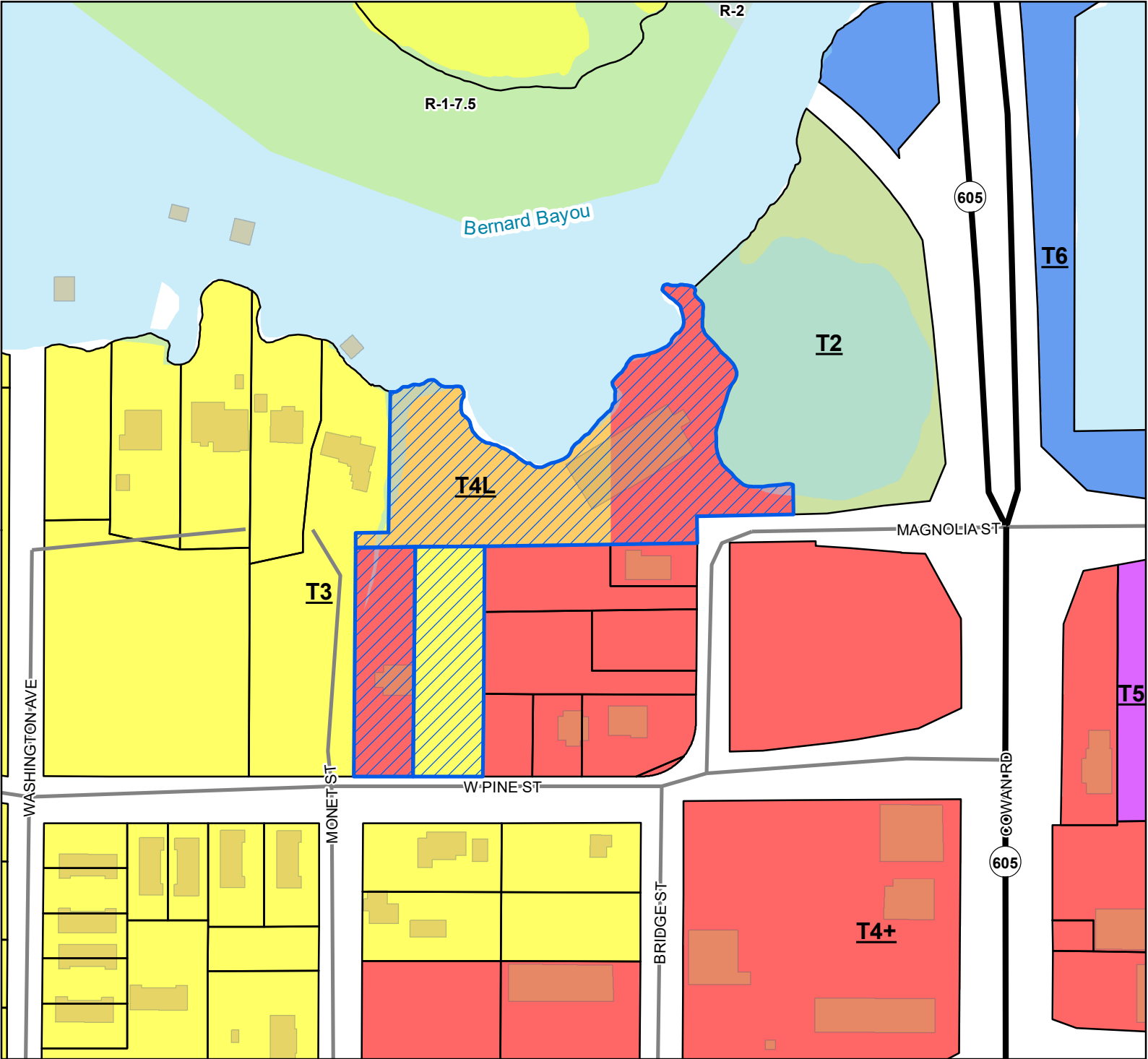
Council Comments

Memorial Adjournment

- **Former Mayor George A. Schloegel**

Executive Session

Setting of Next Meeting and Adjournment



Legend

- Site
- US or State Highway
- Street
- Parcels
- Buildings
- Water Features

Smart Code

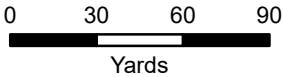
- T6
- T5
- T4+
- T4L
- T3
- T2

Zoning

- R-1-7.5 - Single Family Residence District (Low Density)
- R-2 - Single Family Residence District (Medium Density)

Site Information

1010E-01-003.000
 1010E-01-011.000
 1010E-01-012.000
 Zoning: T4+, T4L, T3
 Size: 3.88 Acres
 Flood: AE



1 inch = 200 feet



DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.



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

APPLICATION FOR FINAL PLAT

Property Information

TAX PARCEL #

1	0	1	0	E	0	1	0	0	3	0	0	0
1	0	1	0	E	0	1	0	1	1	0	0	0
1	0	1	0	E	0	1	0	1	2	0	0	0

(If necessary, use separate sheet of paper)

For Staff Use Only

Case File #: 2311PC129

Date Received: 09/25/23

Receipt #: _____

Received By: Ad

Zoning: T4+, T4L, T3

Ward: 4 Flood: _____

Size: 3.88 acres

Address of Property Involved: 1302 Magnolia St, Gulfport, MS 39507

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

General Location: 2.63 acres S of Magnolia St/W of Cowan Rd; .83 acres S of W Pine St/W of Cowan; 330x86 S of W Pine/W of Cov

GENERAL DESCRIPTION OF REQUEST:

Final Condominium Plat Approval for Handsboro Pointe Condominiums Phase 1;

The above tax parcel numbers have been merged into one parcel and the resulting number is: 1010E-01-012.000

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

IG Development, LLC

Printed Name Of Owner

9591 Bayou Bend

Mailing Address

Gulfport

MS

39503

City

State

Zip code

(662) 954-3500

N/A

Home Phone

Work/Cell Phone

lgtruckgroup@gmail.com

Email

Signature Of Owner

AGENT

Schwartz, Orgler, Jordan & Williams, PLLC

Printed Name Of Agent

2137 E Pass Rd

Mailing Address

Gulfport

MS

39507

City

State

Zip code

(228) 388-7441

Home Phone

Work/Cell Phone

robert@solaw.net

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.

RESOLUTION OF
IG Development, LLC, a Mississippi Limited Liability Company

We, the undersigned members of IG Development, LLC do hereby certify that the below is a true copy of a resolution adopted by the members of said entity at a special meeting duly called and held, with a quorum of the members being present on September 11, 2023, and such resolution is now in full force and effect.

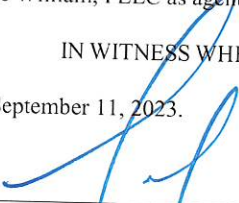
WHEREAS, Ivan Spinner and Garlon Allen Pemberton, Jr. are the sole members of IG Development, LLC; and

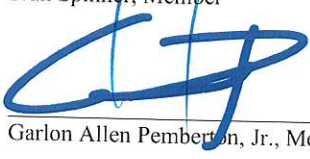
WHEREAS, the Company desires to appoint an agent to execute the Final Plat application and associated documents with the City of Gulfport.

IT IS HEREBY RESOLVED:

That Ivan Spinner, as Member of IG Development, LLC, is hereby authorized to sign the Application for Final Plat and any other documents required by the City of Gulfport, including but not limited to the affidavit of authority nominating Robert T. Schwartz and Schwartz, Orgler, Jordan & William, PLLC as agents.

IN WITNESS WHEREOF, we have hereunto subscribed our signatures to this certificate on September 11, 2023.



Ivan Spinner, Member

Garlon Allen Pemberton, Jr., Member

STATE OF MISSISSIPPI
COUNTY OF HARRISON

AFFIDAVIT OF AUTHORITY

PERSONALLY APPEARED BEFORE ME, Ivan Spinner, who being
first duly sworn states as follows:

1. I am a Member of IG Development, LLC, and am an authorized agent for IG Development, LLC, and have full authority to act on behalf of IG Development, LLC to execute this Affidavit of Authority.
2. IG Development, LLC hereby nominates and appoints Robert T. Schwartz, and the firm, Schwartz, Orgler & Jordan, PLLC as its agents for all purposes related to the Application for Final Plat for Handsboro Pointe Condominiums, Phase I.
3. Robert T. Schwartz, and the firm, Schwartz, Orgler & Jordan, PLLC hereby have authority to submit said application and speak on behalf of IG Development, LLC at any hearings on the same as required by the City of Gulfport.
4. This Affidavit of Authority is executed for the specific purposes of satisfying the City of Gulfport's "Submission Requirements" subsection C on page 3 of the Application for Final Plat, as well as any other rules or regulations of the City of Gulfport which require this Affidavit of Authority.

Further affiant sayeth not.

WITNESS MY SIGNATURE, this September 11, 2023.

IG Development, LLC

By: Ivan Spinner
Its: Member

Sworn to and subscribed before me on this the 11 day of September, 2023.

Cynthia D. Cuevas
NOTARY PUBLIC

My commission expires:

(SEAL)





CHICAGO TITLE INSURANCE COMPANY
601 Riverside Avenue
Building 5, 4th Floor
Jacksonville, FL 32204

SCHEDULE A

Title Officer: **MARK C. ORGLER**
Escrow Officer: **MARK C. ORGLER**
Escrow No.: **231217**
Loan No.:

Title No.: **231217**
Locate No.:

1. Effective Date: JULY 3, 2023 at 7:30 a.m.
2. Policy or Policies to be Issued:
 - (a) ALTA Owner's Policy - (6-17-06)
Policy Amount:
Proposed Insured:
 - (b) ALTA Loan Policy - (6-17-06)
Policy Amount: **\$4,875,254.00**
Proposed Insured: **CADENCE BANK** and its successors and/or assigns as their interests may appear.
 - (c) Policy -
Policy Amount:
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is **FEE SIMPLE**
4. Title to the **FEE SIMPLE** estate or interest in the land is at the Effective Date vested in **IG DEVELOPMENT, LLC, A MS Limited Liability Company**
5. The land referred to in this Commitment is located in the First Judicial District of the County of **Harrison, MS** and is described as follows:

A parcel of land located in the Northeast Quarter of the Southwest Quarter (NE 1/4 of the SW 1/4) of Section 30, Township 7 South, Range 10 West, First Judicial District of Harrison county, City of Gulfport, Mississippi and being more particularly described as follows:

Commencing at an iron pipe found lying on the West line of the Northeast Quarter of the Southwest Quarter (NE 1/4 of the SW 1/4) of Section 30, Township 7 South, Range 10 West; thence North 88 degrees 27 minutes 48 seconds East 558.13 feet to an iron rod found lying on the North margin of Pine Street; thence North 00 degrees 12 minutes 18 seconds East 325.97 feet to an iron rod found at the established Northwest Corner of Lambert being described in Deed Book 923 at Page 557, said point also being the point of beginning; thence North 88 degrees 35 minutes 35 seconds West 96.23 feet to an iron rod found; thence North 03 degrees 25 minutes 54 seconds West 17.32 feet to an iron rod found; thence North 88 degrees 13 minutes 10 seconds East 47.89 feet to an iron rod found, lying on the East line of the property now or formerly of Faulk being described in Deed Instrument Number 2006 4401 D-JI; thence North 00 degrees 30 minutes 11 seconds West 190.66 feet to a point within an existing water inlet; thence South 79 degrees 25 minutes 09 seconds East 39.76 feet to an iron rod found lying on the shoreline of Bernard Bayou; thence along the shoreline of Bernard Bayou in a Northeasterly direction a distance of 51 feet more or less, to a point being, North 70 degrees 55 minutes 44 seconds East 50.80 feet; thence continue along the shoreline of Bernard Bayou in a Southeasterly direction, a distance of 170 feet more or less, to a point being, South 46 degrees 37 minutes 39 seconds East 164.69 feet; thence continue along the shoreline of Bernard Bayou in a Northeasterly direction, a distance of 200 feet more or less, to a point being, North 40 degrees 42 minutes 02 seconds East 181.57 feet; thence continue along the shoreline of Bernard Bayou in a Northeasterly



CHICAGO TITLE INSURANCE COMPANY

601 Riverside Avenue
Building 5, 4th Floor
Jacksonville, FL 32204

direction, a distance of 194 feet more or less, to a point being, North 28 degrees 24 minutes 49 seconds East 142.94 feet; thence continue along the shoreline of Bernard Bayou, in a Easterly direction, a distance of 26 feet more or less, to a point being, South 85 degrees 16 minutes 17 seconds East 24.40 feet; thence North 61 degrees 50 minutes 15 seconds East 58.51 feet more or less to a point being the midpoint of the entrance to a man-made lake as made reference to in that deed to Francis Patrick recorded in Deed Book 1411 at Page 398; thence in a Southeasterly direction 346 feet more or less to an iron rod found being, South 16 degrees 37 minutes 09 seconds East 346.20 feet, said rod lying on the South shoreline of said man-made lake; thence South 00 degrees 20 minutes 24 seconds East 16.21 feet to an iron rod found lying on the North margin of Magnolia Street, said point being 250 feet West of the intersection of the former West right-of-way of Lorraine Cowan Road and the North margin of Magnolia Street; thence along the North margin of Magnolia Street, South 88 degrees 58 minutes 05 seconds West 127.20 feet to an iron rod found lying at the intersection of the North margin of Magnolia Street and the West margin of Bridge Street; thence South 00 degrees 47 minutes 20 seconds West 36.25 feet along the West margin of Bridge Street to an iron rod found at the Northeast Corner of the property now or formerly of Wentworth, being described in Deed Book 1352 at Page 294; thence South 88 degrees 26 minutes 44 seconds West 279.69 feet along the North line of the property now or formerly of Wentworth to an iron rod found; thence South 88 degrees 29 minutes 54 seconds West 109.96 feet to the point of beginning, containing 2.63 acres more or less.

Said parcel being subject to a 30 foot perpetual gas easement as described in Deed Book 245 at Page 31; a 20 foot AT&T Telecommunications easement as described in Deed Book 1075 at Page 413, and an overhead power line easement described in Deed Book 244 at Page 390. Said parcel also subject to any and all riparian and littoral rights.

AND ALSO

A parcel of land located in the Northeast Quarter of the Southwest Quarter (NE 1/4 of the SW 1/4) of Section 30, Township 7 South, Range 10 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

For a Point of Beginning, commence at an iron rod situated on the North margin of Pine Street which is 558 feet East of the West line of the Northeast Quarter of the Southwest Quarter (NE 1/4 of the SW 1/4) of Section 30, Township 7 South, Range 10 West, from said Point of Beginning, run North 89 degrees 34 minutes 07 seconds East along the North margin of Pine Street, a distance of 110.00 feet to a point; thence run North 00 degrees 13 minutes 24 seconds East, a distance of 328.18 feet to a point; thence run South 88 degrees 27 minutes 09 seconds West, a distance of 110.05 feet to a point; thence run South 00 degrees 13 minutes 24 seconds West, a distance of 326.03 feet to the Point of Beginning. Said parcel contains 0.83 acres, more or less.



Title No.: **231217**
Locate No.:

CHICAGO TITLE INSURANCE COMPANY

**LEGAL DESCRIPTION
EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF **HARRISON**, STATE OF **MS** AND IS DESCRIBED AS FOLLOWS:



Title No.: **231217**
Locate No.:

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B – SECTION I REQUIREMENTS

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

Execution and recordation without intervening rights of a Deed of Trust by **IG DEVELOPMENT, LLC, A MS Limited Liability Company** to **CADENCE BANK**, encumbering property described in Schedule A hereof.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
6. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid.

END OF SCHEDULE B – SECTION I



CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B – SECTION II

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. All taxes for the year 2022 and subsequent years, not yet due and payable.

NOTE: The 2022 Harrison County Tax on Parcel #1010E-01-003.000, due 01/01/2023, were paid 01/30/2023, in the amount of \$608.72
The 2022 Harrison County Tax on Parcel #1010E-01-011.000, due 01/01/2023, were paid 01/30/2023, in the amount of \$608.72

3. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the land.
4. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
5. Easements, or claims of easements, not shown by the public records.
6. Any facts about the land which a correct survey would disclose and which are not shown by the public records.
7. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished not shown by the public records.
8. Any adverse claim to all or any part of the land which is now under water or which has previously been under water but filled or exposed through the efforts of man.
9. Taxes and special assessments not shown as liens by the public records.
10. Any lease, grant, exception or reservation of minerals or mineral rights on, and under subject land.
11. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject property.
12. All applicable city and county zoning, use and occupancy ordinances, regulations and all applicable building code requirements and the obtaining of any and all permits that may be required from the DEQ from remodeling and/or demolition of the improvements located on subject property.
13. Covenants, conditions and restrictions and other instruments recorded in the public records and purporting to impose a transfer fee or conveyance fee payable upon the conveyance of a interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.
14. **Subject to that certain Deed of Trust executed by IG DEVELOPMENT, LLC in favor of BANCORPSOUTH BANK dated in the amount of \$4,507,005.00, recorded in Deed of Trust Instrument Number 2022 9737 T-J1, recorded in the Land Records of Harrison County, MS.**



CHICAGO TITLE INSURANCE COMPANY

15. Subject to the Easement recorded in Deed Book 1471 at Page 607, in the Land Records of Harrison County, MS. (As to Parcel #1010E-01-011.000)
16. In the event the property described herein is waterfront property or property adjacent to any marsh, lagoon, or swamp area, then exception is taken to any right, title or interest of anyone whomever in any said waterfront property below the mean high water mark or below the spring tide flood water boundary, marsh (whether salt or fresh), lagoon, man-made canal, swamp areas, or any tidal area below the mean water mark, or the spring tide flood water boundary, or to any such areas as may be claimed by or over which jurisdiction it asserts by any local, state or national governmental entity or quasi-governmental entity. This policy does not insure riparian rights, nor does it insure title to the portion of the above captioned property which lies below the mean high water mark of rivers, creeks or ocean, nor title to any portion of the insured premises that may be accepted as defined in the Coastal Wetlands Protection Law, Section 49-27-1 of the Mississippi Code Annotated, 1992, Supplemented and amended.
17. Excepting any and all right, title and interest of the State of Mississippi along the Shore of the Gulf of Mexico. The Back Bay of Biloxi and Bernard Bayou below the ordinary high water mark as established as of the date the State was admitted to the Union, and also, excepting any artificial accretions waterward of said line of ordinary high tide.
18. Excepting any and all right, title and interest of the State of Mississippi along the shore of any body of water below the ordinary high water mark as established as of the date the State was admitted to the Union, and also, excepting any artificial accretions waterward of said line of ordinary high tide.
19. Any rights in favor of the public which may exist on said land for access, parking, beach or recreational use, if any land or portions thereof were at any time used by the public for such purposes.
20. Any claim that the title to any portion of the present or former deed of any body of water; all or part of which is included within the lands described in this commitment or policy is vested in the State of Mississippi, because said portion:
 - a. Falls below what is either the natural ordinary high water mark of natural mean high water line of navigable water lying adjacent to or within the land described in this commitment or policy; or
 - b. Falls within what is or was the bed of and non-navigable body of water which is or was subject to the ebb and flow of the tide; or
 - c. Has been created by other than natural means and/or has accreted to any such portions so created; or
 - d. Riparian rights are no insured hereunder is subject to the rights of the United States of America under its control of navigation and commerce as to any portion of the lands described at "A" above, is together with the lands abutting in this commitment of policy, subject to riparian or littoral rights. (Littoral - rights concerning lands abutting an ocean, sea or lake) (Riparian - rights concerning lands abutting a watercourse, rivers, streams, creeks)
20. Any part of the subject property which may be considered "wetlands" per the Coastal Wetlands Act.
21. This policy/commitment for insurance does not extend to any portion of the property described in Schedule "A" hereof, that is a part of or lies within any past or present body of water.
22. Pending disbursement of the full proceeds of the loan secured by the Deed of Trust insured, the policy insures only to the extent of the amount actually disbursed in good faith and without knowledge of any intervening lien or interest, but increases as each disbursement is made, up to the face amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. At the time of each disbursement of the proceeds of the loan and issuance of an endorsement, the title must be continued down to the date of endorsement for possible liens, including mechanics' liens, and other objections, intervening between the last preceding disbursement and such endorsement, and evidence of same be furnished together with affidavit of the owner and contractors as to any known liens.
23. Any inaccuracy in the area, square footage, or acreage of the Land, or attached plat, if any. The Company does not insure the area, square footage, or acreage of the Land.

END OF SCHEDULE B – SECTION II



Title No.: **231217**
Locate No.:

CHICAGO TITLE INSURANCE COMPANY

NOTES

CHAIN OF TITLE

Special Warranty Deed executed by Peoples Bank, Biloxi conveying title to Hansboro Yacht Club, LLC in Deed dated 06/13/2019, recorded in Deed Instrument Number 2019 4092 D-J1 thereof.

Warranty Deed executed by Handsboro Yacht Club, LLC conveying title to IG Development, LLC in Deed dated 07/06/2021, recorded in Deed Instrument Number 2021 10065 D-J1; corrective Deed recorded in Instrument Number 2022 6445 D-J1 thereof.

Schedule A

Name and Address of Title Insurance Company: Chicago Title Insurance Company, 601 Riverside Ave., Building 5, 4th Floor, Jacksonville, FL 32204

Address Reference: 1204 PINE STREET, GULFPORT, MS 39507

County and State: Harrison, MS

Amount of Insurance: \$150,000.00

Premium: \$600.00

Date of Policy: March 8, 2022 at 3:29 PM

1. Name of Insured: IG DEVELOPMENT, LLC A MS Limited Liability Company

2. The estate or interest in the land that is insured by this policy is:

FEE SIMPLE

3. Title is vested in:

IG DEVELOPMENT, LLC A MS Limited Liability Company by virtue of a Warranty Deed from EMILY ANN BINGHAM ANDREWS and JOSHUA ANDREWS dated March 7, 2022, which was filed on March 8, 2022 at 3:29 PM, and recorded in the office of the Chancery Clerk of Harrison County, Mississippi, as Instrument No.: 2022 5425 D-J1, thereof.

4. The Land referred to in this policy is described as follows:

Lot located in the Northeast Quarter of the Southwest Quarter (NE 1/4 of the SW 1/4) of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi. Said parcel being more particularly described as:

Commencing at point where the West line of the Northeast Quarter of the Southwest Quarter (NE 1/4 of the SW 1/4) of Section 30, Township 7 South, Range 10 West, intersects the North margin of West Pine Street and run thence East along the North margin of West Pine Street, a distance of 472 feet for a point of beginning. Run thence North a distance of 330 feet more or less; run thence East a distance of 86 feet; run thence South a distance of 330 feet more or less to the North margin of West Pine Street, run thence West a distance of 86 feet to the point of beginning. Said parcel is bound on the South by West Pine Street, on the East by property belonging to Hays, on the North by property belonging to Zimmerman and on the West by property belonging to Hays.

SCHEDULE B -- EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

1. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by and accurate and complete survey of the land.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. All taxes for the year 2022 and subsequent years which are not yet due and payable.
7. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, and gravel in, on and under subject property.
8. The land herein described is encumbered by the following mortgage or trust deed, and assignments:
NONE .
9. Any adverse claim to all or any part of the land which is now under water or which has previously been under water but filled or exposed through efforts of man.
10. Easements of record, if any.
11. Covenants, conditions and restrictions and other instruments recorded in the public records and purporting to impose a transfer fee or conveyance fee payable upon the conveyance of a interest in real property or payable for the right to make or accept such a transfer, and any and all fees, liens or charges, whether recorded or unrecorded, if any, currently due payable or that will become due or payable, and any other rights deriving therefrom, that are assessed pursuant thereto.
12. Subject to the MDA Covenants dated 09/17/2007, recorded in Deed Instrument Number 2007 9368 D-J1, in the Land Records of Harrison County, MS.

Countersigned
Schwartz, Orgler & Jordan, PLLC

Authorized Signatory

Prepared by and after recording return to:
Robert T. Schwartz, Esq.
Schwartz, Orgler & Jordan, PLLC
2355 Pass Road
Biloxi, MS 39531
(228) 388-7441
MSB # 10482

Index: All units in Handsboro Pointe Condominiums; and in Northeast Quarter of the Southwest Quarter (NE 1/4 of the SW 1/4) of Section 30, Township 7 South, Range 10 West, First Judicial District of Harrison county, City of Gulfport, Mississippi

Grantor:
IG Development, LLC
9591 South Bayou Bend Drive
Gulfport, MS 39503
(228) 324-2366

Lender:
Cadence Bank
2909 13th St
Gulfport, MS 39501
(228) 863-2131

**STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HANDSBORO POINTE CONDOMINIUMS**

THIS DECLARATION made as of the ____ day of September, 2023, by **IG DEVELOPMENT, LLC**, a Mississippi Limited Liability Company, herein referred to as "Declarant", and is consented to by **Cadence Bank**, a Mississippi Chartered Banking Institution, herein referred to as "Lender".

WITNESS:

WHEREAS, Declarant is the owner of certain property located in the First Judicial District of Harrison County, in Gulfport, Mississippi, which is more particularly described in Exhibit "A" hereto attached and herein referred to as the "Property"; and

WHEREAS, Lender holds a paramount mortgage and lien against said property; and

WHEREAS, the Declarant proposes to develop and establish a condominium at and on the Property, which shall be known as the **Handsboro Pointe Condominiums**, consisting of Forty-Two (42) residential dwelling units and Six (6) commercial units in multiple buildings (Building 1: 21 Residential and 2 Commercial; Building 2: 21 Residential and 4 Commercial) which are designed and intended for separate, individual ownership, together with various other common areas, limited common areas, facilities, improvements and/or amenities, including, but not limited to, sidewalks, walkways, driveways and vehicle parking, (herein referred to as the "Complex" or the "Condominium Complex"); and

WHEREAS, in order to protect and preserve the value and desirability of the Property and the Complex, the improvement of the Property and the future use and occupancy thereof, the Declarant desires to make the property subject to certain specified easements, restrictions, conditions and covenants.

NOW, THEREFORE, Declarant does, by these presents, declare that the Property and every part or portion thereof and every dwelling unit into which the same is subdivided are hereby made subject to the following easements, restrictions, covenants and conditions which shall run with the property and the Complex and shall be binding upon and inure to the benefit of all parties having or claiming any right, title or interest in the Property or any part or portion thereof or any dwelling unit therein, and their respective heirs, administrators, executors, assigns and successors in interest:

ARTICLE I

PURPOSE

The purpose of this Declaration is to declare and submit the property described in Exhibit "A" and the improvements now or hereafter placed thereon, to have the condominium form of ownership and shall be used in the manner provided by the Condominium Ownership Act, *Section 89-9-5 et seq., Mississippi Code of 1972, as amended.*

ARTICLE II

NAME AND ADDRESS

The name by which this condominium shall be known is Handsboro Pointe Condominiums.

ARTICLE III

DEFINITIONS

Section 1. "Association" shall mean and refer to the Handsboro Pointe Condominiums Homeowners' Association, Inc., or its successor or assigns.

Section 2. "The Act" shall mean and refer to the Mississippi "Condominium Ownership Act," Sections 89-9-5 et seq., Mississippi Code of 1972, as amended.

Section 3. "The Property" shall mean and refer to the real property described in Exhibit "A" attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Condominium" shall mean that form of property ownership under which units of improvements are subject to ownership by different owners, and, appurtenant to each unit as a part thereof, is an undivided share or interest in the common areas.

Section 5. "Complex" or "Condominium Complex" shall mean the property described in Exhibit "A" and any additions thereto, together with all of the real improvements thereon, including, without limitations, the buildings in which the dwelling units are located, and all common areas, facilities, improvements and amenities. The Complex shall consist of multiple buildings.

Section 6. "Condominium Plat" and/or "Condominium Plan" shall mean the survey and floor plan prepared by Clifford A. Crosby, P.L.S., duly licensed and registered land surveyor, and incorporated herein, showing the overall site plan dimensions of the Property and the location and dimensions of the buildings and other improvements, the common areas and a plat depicting the location, layout, unit numbers and dimensions of the units and typical unit floor plans, all of which is identified as the Handsboro Pointe Condominiums. The said Condominium Plat or Plan has been filed or will be filed in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

Section 7. "Owner" or "Unit Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any unit which is part of the Complex, including contract purchasers, but excluding those persons or corporations having an interest created and existing merely as security for the performance of an obligation.

Section 8. "Common Areas" shall mean all of the Complex except for the actual Condominium Units themselves, which shall be conveyed to each Condominium Unit Owner in accordance with Exhibit "D". The Common Areas shall be managed and controlled by the Association for the common use and enjoyment of the Owners as hereinafter set forth.

Section 9. "Unit" or "Condominium Unit" shall mean an individual dwelling and/or commercial unit within the Complex possessing the elements of a Condominium, but which is not owned in common with the Owners of other Condominium Units in the Complex.

Section 10. "Declarant" shall mean and refer to IG DEVELOPMENT, LLC, their successors and assigns if such successors or assigns should acquire more than one of the undeveloped Units from the Declarant for the purpose of development.

Section 11. "Assessment" shall mean a proportionate share of the amount required for the payment of Common Expenses and/or Limited Common Expenses which, from time to time, may be levied against each Unit Owner by the Association through its Board of Directors.

Section 12. "Limited Common Areas" shall mean any part or parts of the Complex in which more than one, but less than all, of the Unit Owners have an undivided interest.

Section 13. "Member" or "Association Member" shall mean the Owner of a Condominium Unit in the Complex who, by reason of such ownership, is automatically entitled to the privileges and responsibilities of membership in the Association. For each Condominium there shall be one Member only who shall be that person designated by the Unit Owner (s) or his/her/its designee. A Member may appoint in writing a proxy to cast his/her/its vote in any matter coming before the Association, including the election of directors and officers.

Section 14. "Assessable Units" shall mean all Units in a Building within the Complex, when any Unit in said Building has been sold, transferred or conveyed to a party other than the Declarant. (For example purposes only, if there are 8 units in Building "A", and a unit in Building "A" is sold, transferred or conveyed to a party other than the Declarant, all 8 units in said building shall become Assessable Units as described herein.)

Section 15. "Transfer Fee" shall mean a fee equal to \$2,500.00 per unit (unless hereinafter increased or decreased by amendment hereto) which fee will be payable to the Association by the Purchaser of each Unit after the initial sale of a Unit from the Developer. For the avoidance of doubt, the initial Purchaser of a Unit from the Developer, or the Developer's successor shall be exempt from the payment of the Transfer Fee. The Transfer Fee shall be initially maintained in a reserve fund for the Association for use in defraying future repairs to the Complex which are the obligation of the Association.

ARTICLE IV PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Unit Owner shall have the right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with and be a part of the title to every Unit, subject to the following conditions:

- (a) The Association may charge reasonable admission and other fees for the use of facilities, recreational or otherwise, situated within a Common Area.
- (b) For any Unit Owner who fails to pay an Assessment(s), duly levied by the Association, when due, the Association shall have the right to suspend the voting rights and as well as the right to the use of common facilities until the Assessment is paid along with any applicable late charge.

- (c) For any Unit Owner who violates one or more of the published rules and regulations of the Association, the Association shall have the right (but shall not be required) to suspend for a period not to exceed sixty (60) days such Owner's voting rights and/or the right to the use of common facilities.
- (d) The Association shall have the right to dedicate or transfer all of part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Members; however, no such dedication or transfer shall be effective unless and until the same shall be agreed upon in writing by at least two-thirds (2/3) of the Unit Owners and Association Members, and until the same shall be filed for record.
- (e) The Association shall have the right to manage and control the Common Areas in accordance with this Declaration and the Bylaws of the Association, a copy of which is hereto attached marked Exhibit "B".

Section 2. Delegation of Use. Subject to the conditions and limitations of and in compliance with the Bylaws of the Association, a Unit Owner may delegate his/her right to the use and enjoyment of Common Areas and facilities to members of his/her family, guests, tenants, or contract purchasers who reside on the Property.

Section 3. Parking Rights. Ownership of a residential unit shall entitle the Owner or Owners thereof to the use of non-exclusive automobile parking spaces located in the common areas, together with the right of ingress and egress in and upon said parking area. Ownership of a commercial unit shall entitle the Owner or Owners thereof to the use of said parking spaces; said spaces shall be assigned by the Association together with the right of ingress and egress in and upon said parking area.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Each and every Owner of a Unit which is subject to Assessment shall be a Member of the Association. Association Membership shall be appurtenant to and may not be separated from ownership of a Unit which is subject to Assessment. If a Unit is owned by more than one individual or legal entity, the Owners shall designate in writing which of the Owners shall be the Member of the Association. If any person, corporation, trust, estate or other legal entity, including the Declarant, shall own multiple units, then such Owner shall be entitled to one vote per unit owned.

Section 2. Voting Classes. The Association shall have only one class of voting membership, which shall include all Members, and each Member shall be entitled to one vote for each Unit owned, regardless of whether the Unit is Commercial or Residential.

Section 3. Entity Membership and Voting. If a Unit is owned by a corporation, trust, estate or other legal entity other than an individual, such corporation, trust, estate or other legal entity shall designate the individual who shall be the Member of the Association.

Section 4. Board of Directors. The affairs of the Association shall be conducted by a Board consisting of three (3) directors elected by the affirmative vote of a majority of the Members present at the annual meeting of the Association; provided, however, that the Declarant or its successor or assigns shall have the exclusive right to appoint the Members of the initial Board of Directors of the Association who need not be Unit Owners until the earlier of one of the following shall occur:

- (a) Within Ninety (90) days after one hundred percent (100%) of all of the Condominium Units shall have been conveyed to persons or corporations other than the Declarant, or
- (b) The directors appointed by the Declarant shall cause a special meeting of the Association to be held for the purpose of electing directors who shall be Owners or representatives of Owners of Condominium Units, or
- (c) Five (5) years following the conveyance of the first Condominium Unit to a person or corporation other than the Declarant.

ARTICLE VI

MANAGEMENT AND CONTROL OF COMMON AREAS

The Association shall have the exclusive right to control all of the Common Areas and each Unit Owner's ownership of an undivided interest in the Common Areas as described on the attached Exhibit "D" is expressly made subservient to the rights of the Association to manage and control the Common Areas. It is the intention of the Declarant and this Declaration that the Association be free and uninhibited in the exercise of its rights and duties hereunder, and to such end the words "management and control" shall be given their broadest possible meaning. In addition, the Association shall have the powers and duties hereinafter set forth and stated.

Section 1. Management Control and Common Expenses. The Association, acting by and through its Board of Directors, shall manage, operate and maintain the Condominium Complex and, for the benefit of the Condominium Units and the Owners thereof, shall enforce the provision hereof and shall pay out of a common expense fund for the following:

- (a) The cost of providing water, sewer, garbage and trash collection, electrical, gas and other necessary utility services for the Common Areas;
- (b) The cost of the services of a person or firm to manage the Complex to the extent

deemed advisable by the Association, together with the services of such other personnel as the Board of Directors of the Association shall consider necessary for the operation of the Condominium Complex;

- (c) The cost of providing such legal and accounting services as may be considered necessary to the operation of the Condominium Complex;
- (d) The cost of painting, maintaining, replacing, repairing and landscaping the Common Areas and such furnishings and equipment for the Common Areas (including but not limited to elevators, elevator shafts, pool, pickle ball court and all other common areas) as the Board of Directors shall determine are necessary and proper, and the Board of Directors shall have the exclusive right and duty to require the Association to paint, repair, replace, or otherwise maintain the exterior of any Condominium Unit. (See Section 4);
- (e) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, Assessments or the like, which the Association is required to secure or pay for by law, or otherwise, or which, in the discretion of the Board of Directors shall be necessary or property for the operation of the Common Areas; provided, however, that if any of the aforementioned are provided or paid for the benefit of a particular Condominium Unit or Units, the cost thereof shall be specially assessed to the owner or Owners thereof in the manner provided for special Assessments, except that no vote of Unit Owners shall be required.
- (f) The cost to repair and/or maintain any Condominium Unit, provided, in the discretion of the Board of Directors, such maintenance or repair is reasonably necessary to protect the Common Areas or to preserve the appearance or value of the Condominium Complex, or is otherwise in the interest and the general welfare of all Owners of the Condominium. Maintenance or repair shall not be undertaken without a resolution by the Board of Directors and not without reasonable written notice of the Owners of the Condominium Unit proposed to be maintained and provided; further, that the cost thereof shall be assessed against the Condominium Unit upon which such maintenance or repair is performed, and, when so assessed, a statement of the amount hereof shall be rendered promptly to the then Owner of said Condominium Unit at which time the Assessment shall become due and payable and a continuing lien and obligation of said Owner in all respects as other liens provided for herein; and
- (g) Any amount necessary to discharge any lien or encumbrance levied against the Condominium Complex, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the Common Areas rather than the interest of the Owner of any individual Condominium Unit. Payment of this expense is discretionary with the Board of Directors.

- (h) The cost of painting, maintaining, replacing, repairing and landscaping of Common Areas as the Board of Directors shall determine are necessary and proper, and the Board of Directors shall have the exclusive right and duty to require the Association to paint, repair, replace, or otherwise maintain the Common Areas.

Section 2. Association as Attorney-in-Fact. The Association is hereby irrevocably appointed attorney-in-fact for the Owners of all of the Condominium Units in the Complex, and for each of them to manage, control and deal with the interests of such Owners in the Common Areas of the Complex so as to permit the Association to fulfill all its powers, functions and duties under the provisions of this Declaration, the Charter and the Bylaws attached as exhibits. The foregoing shall be deemed to be a power of attorney coupled with an interest, and the acceptance by any person or entity of any interest in any Condominium Unit shall constitute an appointment of the Association as attorney-in fact as aforesaid.

Section 3. Management Agent. The Association shall have the right by written agreement to delegate any of its ministerial duties, powers or functions to a Management Agent. Neither the Association nor the Board of Directors shall be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated. Any management agreement entered into by the Association shall provided, *inter alia*, that such agreement may be terminated for cause by either party thereto upon thirty (30) days written notice thereof to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management may include successive one-year periods of renewal. In the event the Association shall engage/employ a professional management agent, then the institutional holder of any first mortgage on a Unit will be entitled to timely written notice of termination of the management agreement.

Section 4. Duty to Maintain. Except for such maintenance requirements herein imposed upon the Association, the Owner of any Condominium Unit shall, at his own expense, maintain the interior of his/her/its Condominium Unit and any and all equipment, appliances and fixtures therein situated, and any area or improvement reserved and/or designed for exclusive use appurtenant to and as part of such Condominium (including, without limitation, non-common balconies, terraces or patios), in good order, condition and repair, neat, clean, and free and clear of trash, debris and/or litter, and shall do and perform at his/her/its expense all upkeep, painting and redecorating which may, at any time, be necessary to maintain the good appearance of his/her/its Condominium Unit and areas/improvements. In addition to the foregoing, the Owner of any Condominium Unit shall, at his/her/its own expense, maintain, repair and/or replace as indicated any plumbing and electrical fixtures, water heaters, plenums, heating and air conditioning equipment (including compressors located outside the Unit, which shall be maintained at each Owner's expense), lighting fixtures, refrigerators, freezers, trash compactors, dishwashers, clothes washers, clothes dryers, disposals, ranges, range hoods, and/or other equipment in or dedicated exclusively to/for such Condominium Unit.

Section 5. Windows and Doors. The Owner of any Condominium Unit shall, at his/her/its own expense, clean and maintain both the interior and exterior surfaces of all windows of his/her/its surfaces of all glass entry, doors of the Condominium Unit, and any door leading onto any balcony, deck, terrace or other area appurtenant to the Condominium Unit. Nothing contained herein shall allow the Owner to paint the exterior doors or surfaces of windows any color other than that adopted by the Board of Directors without the prior written consent of the Board of Directors.

Section 6. Access at Reasonable Times. For the sole purpose of performing any Condominium repairs or maintenance required pursuant to this Declaration, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Association, through its duly authorized agents or employees, shall have the right, after reasonable efforts to give notice to the owner or occupant, to enter any Condominium Unit at any hour considered by such agent or employees to be reasonable under the circumstances.

Section 7. Easements/Licenses for Utilities and Related Purposes. At the sole discretion of its Board of Directors, the Association is authorized and empowered to, and shall, from time to time, grant such licenses, easements and/or rights-of-way for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, underground conduits and/or such other purposes related to the providing public utilities services to the Condominium Complex as may be necessary and/or appropriate for the orderly maintenance, operation and enjoyment of the Common Areas and for the common health, safety, convenience, general welfare and/or enjoyment of the Owners of the Condominium Units including the Declarant.

Section 8. Limitation of Liability. The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid out of the common expense funds, or for injury or damage to person or property caused by the elements, including but not limited to rain, hail, rising tides or flood, or lightning, or by the Owner of a Condominium Unit, or other person, or resulting from water which may leak or flow from any portion of the Common Areas or from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the Owner of any Condominium Unit for loss or damage, by theft or otherwise, of articles which may be stored upon any Common Area.

ARTICLE VII **USE RESTRICTIONS**

Section 1. Use. All Residential Condominium Units in the Complex shall be used exclusively for residential purposes. All Commercial Condominium Units in the Complex shall be used for Business and/or Residential purposes, provide the business use is in full compliance with all requirements of the Gulfport zoning ordinances (without obtaining variances thereto), in addition to this Document. Nothing in this Section, or elsewhere herein, shall be construed to prohibit the Declarant from the use of any Condominium Unit which the Declarant owns for promotional or display purposes as "model units" or from leasing any Unit or Units which Declarant owns except that Declarant shall nevertheless be bound by the provisions of Section 2 of this Article VII.

Section 2. Leasing. Unit Owner(s) may lease their units (both Commercial Units and Residential Units) provided that the same complies with this Declaration and all zoning and use requirements in place by The City of Gulfport. In no event shall any portion or part less than the whole of a Condominium Unit (Residential or Commercial) be leased for any period.

The lease of any Condominium Unit shall be in writing. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the Unit shall be subject and subordinate in all respects to the provisions of this Declaration, the Charter and Bylaws of the Association, and to any reasonable rules and regulations of the Association relating to the use of the Common Areas, as the Association, through its Board of Directors, may, from time to time, adopt and promulgate.

Section 3. Prohibited Uses and Nuisances. The following acts, practices, behavior, demeanor and/or deportment are hereby prohibited at, in or about the Property and the Complex, including the various Condominium Units:

- (a) Any noxious or offensive trade or activity or anything which may be or become a nuisance to the other Condominium Owners or occupants or which interferes or threatens to interfere with the quiet and peaceful use and enjoyment of the Common Areas by other Condominium Owners/Occupants and their guests, and/or neighboring Condominium Units by the Owners and/or occupants thereof.
- (b) Any obstruction of any Common Area in, on or within the Complex. Nothing shall be stored upon any Common Area (excepting those areas designated for storage of personal property by the Owners of the Condominium Units), or within or upon any parking space (except for motor vehicles), without the approval of the Association's Board of Directors. Vehicular parking upon the Common Areas may be regulated by the Association;
- (c) Any act, deed, performance, behavior or deportment in any Condominium Unit or in/on Common Areas which shall increase or threaten to increase the rate of insurance on the Common Areas, or any other Condominium Unit, or which shall cause or threaten to cause the cancellation thereof. Nothing shall be done or maintained in any Condominium Unit or in/upon any Common area in violation of any applicable law, statute or ordinance. No waste shall be committed upon the Common Areas. Furthermore no fish, fish by-products, waste or other matters shall be discharged in the Marina Areas shown on the plat.
- (d) Any Structural alteration, construction, addition or demolition of/in any Condominium Unit or Common Area without the prior written approval of the Association; and, regardless of such approval, any such structural alteration, construction, addition or demolition shall be in strict compliance with the terms and provisions of this Declaration.

- (e) The keeping or harboring of more than two (2) pets or other animal, bird, reptile, at or in any Condominium Unit or Common Area, except upon prior written authority and consent of the Associations' Board of Directors, and such consent, if given, may, in the sole discretion of the Board of Directors, be revoked at any time without prior notice. Under no circumstance shall permitted pets be allowed outside the confines of the Owner's Unit unless the pet is leashed and accompanied by and under the control of the Owner. Furthermore if such pets are allowed the Owner shall be responsible to insure that no feces from said pet is allowed to remain on common area, balconies, porches or patios. Additionally the Owner shall be responsible to insure that said pet(s) do not disturb the neighbors of adjacent or adjoining units, which would be grounds for removal of the pet.
- (f) The posting, erecting or display of a sign of any character on, in, from or about any Condominium Unit or Common Area, except upon prior written consent and permission of the Board of Directors and under such terms and conditions as may be established and imposed by the Board, and except for such signs as may be posted by the Declarant for promotional or marketing purposes. The prohibitions of this subsection shall not apply to the institutional holder of a first mortgage or deed of trust which shall come into possession of any Condominium Unit by reason of the enforcement any remedy(s) provided by law or as a result of a foreclosure sale, judicial date or other proceeding, arrangement or deed in lieu of foreclosure.
- (g) Except as herein otherwise provided, the placement, keeping or maintenance in/on any Common Area or elsewhere within the Complex of a junk vehicle or other vehicle, trailer, truck, camper, camper truck, house trailer, boat or the like.
- (h) The repair or extraordinary maintenance of automobiles or other vehicles in any Common Area or elsewhere within the Complex.
- (i) Any commercial activity at, on or from any Common Area, or elsewhere in the Complex unless in a Commercial Unit. However, this subsection shall not apply to the use of the use of Condominium Unit(s) by the Declarant for display, marketing, promotion or sales purposes or as "model" Units; nor shall this prohibit a Unit Owner from having business meetings such as Board of Directors meetings or committee meetings or from having food and beverage catered;
- (j) The burning of trash and the unreasonable or unsightly accumulation or storage of litter, now or used building materials, or trash of any kind within any Condominium Unit or upon any Common Area. Trash and garbage containers shall not be permitted to remain in public view. All trash shall be deposited with care in one or more containers located on the property and designated for such purpose during such hours as may from time to time be designated by the Board of Directors.

- (k) The placing, constructing, erecting, and/or maintaining any structure of a temporary character such as a trailer, tent, shack, barn or other outbuilding up or within the Complex. Outside clothes lines shall not be placed or maintained at or on any Common Area at any time. No clothing, laundry or the like shall be hung from any part of any Condominium Unit or from any balcony, whether private or common, or from any porch, terrace, or patio, or in any Common Area.
- (l) The placing, erecting and/or maintaining of any type of outside television, radio or other aerials or antenna, for either reception or transmission at, on, from or about any Unit or any of the Common Areas without the prior written consent of the Board of Directors. Notwithstanding the foregoing a small receive dish for satellite television may be placed in an inconspicuous location outside the rear of any unit, provided the location of the same is first approved by the Board of Directors.
- (m) The cooking or preparation of food on or at any Common Area without the prior written consent of the Board of Directors.
- (n) Employing or attempting to employ or engage the services of or to direct an employee of the Association in or for any private business or enterprise of a Condominium Owner or occupant during the hours such employee is employed by the Association. Furthermore, no individual Condominium Owner or occupant shall direct, supervise or in any manner attempt to assert control over any employee of the Association.
- (o) Any violation, breach or infraction of a rule or regulation relating to the use of the Common Areas or other "house rules," which may from time to time be adopted and promulgated by the Association through its Board of Directors. The Board of Directors of the Association is hereby authorized to adopt such rules and regulations and to amend the same as necessary and/or indicated. The Board of Directors is further hereby authorized to levy such fines as it deems appropriate for violations of rules and/or regulations of the association.
- (p) In addition to the foregoing restrictions, the Commercial Units are subject to the following additional prohibited uses:
 - (i) to conduct or advertise any auction, bankruptcy, fire, distress, liquidation, sheriff's or receiver's sale, unless required by law to be conducted;
 - (ii) to operate a surplus store, as that term is generally used at this time and from time to time hereafter, a store selling used apparel or a "flea market" type of operation;
 - (iii) for an auditorium, activity facility, meeting hall, church or other place of worship;
 - (iv) for any self-storage facilities;
 - (v) for any plasma center;

- (vi) for any industrial type use (e.g., manufacturing, warehousing, processing, assembly, plating);
- (vii) to conduct any activity which may make void or voidable or increase the premium on any of insurance coverage on the Complex or parts thereof;
- (viii) for any automotive, tire, gasoline, or oil service center;
- (ix) for any governmental use;
- (x) for the operation of a massage parlor or bath house, adult book or adult video store, or for the sale, rental or exhibition of pornographic material and/or display in storefront windows any sign, product or advertising material which is or is for pornographic or "adult" material;
- (xi) in a manner which is a public or private nuisance including any which creates undue noise, sound, vibration, or odor ;
- (xii) for a night club or discotheque, tavern, or similar establishment, or any establishment which features any form of "adult entertainment" or any form of regularly scheduled live entertainment;
- (xiii) for a roller or skating rink, skateboard or other rink or area, billiard parlor, amusement center, arcade, including use of any video or mechanical game machines, bowling alley, health spa, health club, exercise club, gymnasium;
- (xiv) for a funeral parlor or mortuary;
- (xv) for any dumping, disposing, recycling, incineration or reduction of refuse and recyclables;
- (xvi) for any commercial laundry or dry cleaning plant or coin operated laundromat;
- (xvii) for any day care center or school;
- (xviii) for any veterinary hospital, animal boarding, training or raising facilities or pet shops,
- (xxiv) for an off-track betting business, bingo, lottery or similar "games of chance" sales (excluding incidental sales of lottery tickets) or facility;
- (xxv) for any astrology, palm reading, tarot card or other like service or facility;
- (xxvi) for the use as a "head shop" selling drug paraphernalia.

MISCELLANEOUS RIGHTS FOR CERTAIN UNITS

Unit A2

Section 1. General. Unit A2 of the Condominium Complex (the "Restaurant Unit") and its Owner(s) shall enjoy the following rights:

- (A) The exclusive right to operate upon the Condominium Complex a full service restaurant and/or commercial event venue (the "Exclusive Restaurant Use"), which shall include the exclusive rights to serve and sell food and alcoholic beverages for on premises and off premises consumption;

- (B) The right, but not the obligation, to operate and be open for business with the public upon the Restaurant Units any and/or all days during any of the following hours: 9 o'clock until 9 o'clock p.m.;
- (C) The right to reasonable access and non-exclusive use of the Common Areas to facilitate the Exclusive Restaurant Use;
- (D) In no event shall the exercise of the Exclusive Restaurant Use and the above rights constitute a violation of the provisions of Section 3 of Article VII of this Declaration.
- (E) Notwithstanding any provision of this Declaration, any current or future bylaws of the Association or any other rules affecting the use of Units to the contrary, the provisions of this Article and the rights in favor of the Restaurant Unit and its Owner(s) shall not be eliminated, modified, amended or changed in any manner whatsoever unless such elimination, modification, amendment and/or change has been specifically agreed to in writing by the Owner(s) of the Restaurant Unit.

Unit B1

Section 1. General. Unit B1 of the Condominium Complex (the "Fitness Unit") and its Owner(s) shall enjoy the following rights:

- (A) The right to operate a group fitness studio and related retail, and that such use shall not be limited in any manner, so long as the same complies with the limitations as established by the City of Gulfport.

ARTICLE VIII **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the lien and Personal Obligation of Assessments. The Owners of the Condominium Units in the Complex, including the Declarant with respect to each Condominium Unit which is fully completed and sold to a party other than the Declarant, but excluding all Units owned by the Declarant in a building(s) for which no Units have been sold to parties, are deemed to covenant and agree to pay to the Association the following:

- (1) Annual Assessments of charges on a per Unit basis; and
- (2) Special Assessments for capital improvements;

Such Assessments shall be established and collected as hereinafter provided. Annual and Special Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Condominium Unit to which the same is made and shall constitute a continuing lien on and against such Unit. Each such Assessment, together with interest, costs and reasonable attorney's fees shall also be the obligation of the Owner of such Unit at the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to the Owner's successors in title

unless expressly assumed by such successors; however, the transfer of title to a Condominium Unit shall not affect the validity of the lien upon the Unit.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to foster and advance the health, safety, comfort, pleasure, and general welfare of the Owners of the Condominium Units and residents of the Complex, and for the maintenance, upkeep and improvement of the Common Areas.

Section 3. Annual Assessments. Subject to limitations hereinafter set forth, the Association's Board of Directors shall fix the annual Assessment in any amount which is reasonable and necessary. The initial amount of the annual Assessments are described on the attached Exhibit "C". Thereafter, the annual Assessments per Condominium Unit shall be set by the Board of Directors, unless the members of the association shall vote to increase the assessment levied by the Board of Directors, which vote would require at least two-thirds (2/3) of the Association Members voting in person or by proxy at a meeting duly called for such purpose in accordance with the Association's Bylaws.

Section 4. Special Assessments for Capital Improvements. In addition to the annual Assessments authorized above, and upon the prior affirmative vote of at least two-thirds (2/3) of the membership voting in person or by proxy at a meeting duly called for such purpose accordance with the Association's Bylaws, the Association may levy, in any Assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost if any construction, reconstruction, repair or replacement of a capital improvement on/in the Common Areas, including but not limited to related fixtures and personal property.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4 above. Written notice of any meeting called for the purpose of taking an action authorized pursuant to Sections 3 and 4 shall be sent to all Members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall not be necessary, and the Assessment may be approved by the assent of two-thirds (2/3) of the voters of the Members who are voting in person or by proxy.

Section 6. Rate of Assessment. Both annual and special Assessments shall be fixed at a rate based upon the square footage of the Units and may be collected on a monthly, quarterly or annual basis, at the discretion of the Board of Directors. Attached hereto and marked as Exhibit "C", is the table including rates of assessment for the various units in the complex. Unless otherwise designated by the Board of Directors, assessments shall be initially collected on a monthly basis.

Section 7. Date of Commencement and Due Dates of Assessments. The annual Assessments provided for herein shall commence as to all Assessable Units in each building on the

first day of the month following (a) the full completion of said Units for said building, and (b) the conveyance to an Owner other than the Developer of a Unit in the same Building (i.e. when building one is completed and a unit is conveyed to a third party, all units in building one shall be subject to assessments. Thereafter, when building two is completed and a unit in building two is conveyed to a third party, then all units in building two will be subject to assessments). The first annual Assessment for each building shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual Assessment against each Unit at least thirty (30) days in advance of such annual Assessment period. After the first year, or part thereof, the annual Assessment period shall be January 1 through December 31. Written notice of the annual Assessment will be sent to every Owner subject thereto. The dates shall be established by the Board of Directors.

It is expressly agreed that once any Unit is sold in a Building, all Units in said Building shall be subject to assessment regardless of whether owned by the Declarant or others. At such time all units in said building shall be deemed Assessable Units.

Notwithstanding the foregoing, until such time as at least One (1) Unit in a Building is sold to a party other than the Declarant, the Declarant shall not be subject to assessments for the Unit(s) which it owns in such Building(s). Until the time of such sale of any Unit in a Building, the Declarant shall be solely responsible to pay and Declarant does hereby covenant to pay for all of the maintenance and upkeep on the Units associated with Units owned by the Declarant in each Building in the same manner, standard and accord as other units are required to be maintained in this Declaration, other than the Declarant shall be allowed to pay for the upkeep and maintenance from Developers own funds without the payment of assessments on said units. The costs to the Declarant for its units which are non-assessable shall include costs of construction, maintenance, insurance and taxes, and all other items described herein.

Section 8. Effect of Non-payment of Assessments - Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of One and one-half percent (1.5%) percent or the maximum rate allowed by law, whichever is less, per month. The Association may bring an action at law against the Owner, who is personally obligated to pay the same, or foreclose the lien against the Property or both. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of his Unit and no Owner may voluntarily resign from membership.

Section 9. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust on the property or on any individual Condominium Unit. Sale or transfer of any Condominium Unit shall not affect the Assessment lien. However, a sale or transfer of any Condominium Unit pursuant to the foreclosure of a first mortgage or deed of trust or any transfer or proceeding in lieu thereof, shall extinguish the lien of such Assessment which shall have become due and owing prior to such foreclosure sale or transfer; and no such sale or transfer shall discharge or otherwise affect the Association's lien for any Assessment which shall becoming due after such foreclosure sale or transfer, and the resulting

grantee of any such Unit shall become an Owner thereof for all purposes and subject to the terms and conditions of this Declaration and the exhibits hereto.

Section 10. Taxes. Taxes, property Assessments and other charges of any taxing authority shall be separately assessed to each Unit Owner for his/her/its Condominium Unit and the corresponding percentage of his/her/its undivided ownership of the Common Areas and improvements, as provided in/by the Act.

In the event that such taxes or Assessments for any year are not separately assessed to each Unit Owner, but rather are assessed on/against the Complex as a whole, then each Owner of a Condominium Unit shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Areas, and, in such event, such taxes or Assessments shall be a common expense. Without limiting the authority of the Board of Directors as provided for elsewhere herein, the Board shall have the authority to collect from the Owners of the various Condominium Units their proportionate share of taxes or Assessments for any year in which taxes are assessed on the Property as a whole.

ARTICLE IX

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made to any building, fence, wall, or structure until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of directors of the Association. In the event said Board fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, the Board shall be presumed to have approved the same.

ARTICLE X

EXTERIOR MAINTENANCE

In the event an Owner of any Condominium Unit in the Complex fails to maintain the premises and the improvements situated therein/thereon in a manner satisfactory to the Board of Directors, the Association, following an affirmative vote of two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter in and upon such Condominium Unit and to repair, maintain, and restore the appurtenant portion of the exterior of the building in which the said Unit is located. The cost of such exterior maintenance shall be added to and become part of the Assessment to which such Unit is subject.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Condominium Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and the Bylaws and Articles of Incorporation of the Association. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Renewal and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty five (45) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended during the first forty five (45) year period, or during a renewal period, by an instrument signed by not less than two-thirds (2/3) of the Condominium Units represented by the Owners thereof, and thereafter, by an instrument signed by not less than two-thirds (2/3) of the Condominium Units represented by the Owners thereof. Nevertheless, this Declaration may be amended by Declarant at any time prior to the sale of the first Unit to a party other than the Declarant. Any amendment must be filed for record in the office of the Chancery Clerk of Harrison County, Mississippi.

Section 4. Declarant Approval. As long as Declarant owns one (1) or more of the Condominium Units, the following actions will require prior approval of the Declarant: (a) any change, alteration or addition to the Common Areas; (b) any material change in the permitted uses and activities as contemplated by Article VII hereof; (c) any material change in provision for annual Assessment as set forth in Article VIII, Section 3 hereof. The rights hereby reserved by the Declarant shall terminate in three (3) years, unless sooner terminated under the terms of this Section.

ARTICLE XII

CONSENT OF HOLDERS OF FIRST DEED OF TRUST

During the period when the lien of a first mortgage or deed of trust encumbers any Unit, neither the Association nor the Board of Directors nor the Association Members, by any acts of omission shall do any of the following things without the written consent and approval of the all of the said holders of first deeds of trust:

- (a) Abandon, partition, subdivide, encumber, sell or transfer any of the Common Areas or community facilities; provided, however, that the granting of rights of way, easements and the line for public utilities or for other purposes consistent with the use of Common Areas and common facilities by the Members of the Association shall not be considered to be an encumbrance, sale or transfer within the meaning of the subsection; or

- (b) Abandon, terminate, or modify or amend any substantive provision of this Declaration; or
- (c) Abandon, terminate, modify or amend any material or substantive provision of the Association's Bylaws; or
- (d) Abandon or terminate the Complex as a Condominium Complex except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; or
- (e) Partition or subdivision any Condominium Unit.

ARTICLE XIII

ADDITIONAL RIGHTS OF MORTGAGEE

Section 1. Upon written request, any institutional holder of a first mortgage or deed of trust on a Condominium Unit in the Complex shall be entitled to: (a) inspect the books and records of the Complex during normal business hours and following reasonable notice; (b) receive an annual audited financial statement of the Complex within 90 days following the end of any fiscal year of the Complex; and (c) written notice of all meetings of the Association and to designate a representative to attend all such meetings.

Section 2. In the event of substantial damage to or destruction of any Unit or any portion of the Common Areas or common facilities, the institutional holder of any first mortgage or deed of trust on a Condominium Unit will be entitled to timely written notice of any such damage or destruction and no provision of any document establishing the Complex will entitle the Owner of any Condominium Unit to priority over such institutional holder with respect to the distribution to such Unit of any insurance proceeds.

Section 3. If any Unit or any portion thereof or any Common Area/facility or portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage or deed of trust on a Condominium Unit will be entitled to timely written notice of any such proceeding or proposed acquisition and notwithstanding any other provision of this Declaration, neither the Owner of a Unit or any other party shall be entitled to priority over such institutional holder with respect to distribution to such Unit of the proceeds of any award or settlement.

ARTICLE XIV

EASEMENTS

Section 1. Enjoyment of Common Areas. Every Condominium Owner shall have a right and easement of enjoyment in and to the unlimited Common Areas (as distinguished from Limited Common Areas) and such easement shall be appurtenant to and shall pass with the title to every residence, subject to the following provisions: (a) the right of the Association's Board of Directors to limit the number of guests that may use the various Common Areas; (b) the right of the Association's Board of Directors to charge reasonable admission and other fees for the use of any recreational facilities situated in/on the Common Areas; and (c) the right of the Association's Board of Directors to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any Assessment against his residence remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Any Owner may delegate in accordance with the Bylaws, his right of enjoyment to the Common Area to the members of his family or his tenants who reside on the Property.

Section 2. Encroachments and Support. Each Condominium Unit and the Property included in the Common Areas shall be subject to an easement for encroachments created by construction, settling and overhangs as designated or constructed by the Declarant. Each Condominium Unit shall also be subject to valid easement for said encroachment and for the maintenance of same, so long as they stand and/or continue to exist. In the event that any building which is part of the Complex is partially or totally destroyed and then rebuilt, the Owners of the Condominium Unit (s) so thereby affected agree that minor encroachments of parts of the adjacent Unit (s) or Common Areas which may result from such construction shall be permitted and that a valid easement for such encroachments and the maintenance thereof shall exist. Every portion of a Condominium Unit contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit. Also, a valid easement shall and does exist in favor of the Owner of each Condominium Unit to make reasonable use, not inconsistent with the terms of this Declaration, of the exterior wall of any adjoining Unit where the outer unfinished surface of such wall shall serve and separate any portion of such Owners Condominium Unit of Limited Common Area appertaining thereto and such adjoining Unit notwithstanding the inclusion of such wall within the vertical boundaries of such adjoining Unit.

Section 3. Utilities, Etc. There is hereby granted a blanket easement upon, across, over and under all the property for ingress, egress, installation, replacing, repairing and maintaining a master television antenna system and all utilities including, but not limited to, water, sewers, telephones and electricity. By virtue of such easement (s), it shall be expressly permissible for the providing utility company to erect and maintain the necessary poles and other necessary equipment on/within the Complex and to affix and maintain utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Units. Notwithstanding anything to the contrary contained in the subsection, no sewer lines, electrical lines, water lines, or other utility equipment or appliances may be installed or relocated on said Property except as initially designed, designated and approved by the Declarant or thereafter approved by the Declarant or, following the conveyance of the first Condominium Unit to a person or corporation other than the Declarant, by the Association's Board of Directors. Should any utility furnishing a service covered by the general easement provided herein request a specific easement by separate recordable document, the Declarant shall have the

right to grant such easement on said Property without conflicting with the terms hereof. The easements provided for in the Article XV shall in no way affect any other recorded easement on said Property.

Section 4. Other. There is hereby granted a blanket easement to the Association, its directors, officers, agents and employees, to any Manager employed by or on behalf of the Association and to all policemen, firemen, ambulance personnel and all similar persons to enter upon the property or any part thereof in the proper performance of their respective duties. Except in the event of emergencies, the rights accompanying the easements provided for in this Article XIV shall be exercised only during reasonable daylight hours and then, whenever practical, only after advance notice to and with permission of the Condominium Owner or Owners directly affected thereby.

ARTICLE XV

INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association's Board of Directors shall have the authority to and shall obtain insurance for all of the improvements on the Property (with the exception of improvements and betterments made by the respective Owners at their expense) against loss or damage by fire or other hazards, including windstorm, hurricane, extended coverage, vandalism and malicious mischief, and flood (if required by law) in an amount sufficient to cover the full replacement cost of the insured improvements. The Association may exclude from such coverage (A) Improvements to Units made by the Unit Owner's after the initial conveyance of the Unit; (B) All interior finishes comprising the Unit and all personal property of Unit Owners wherever situated on the Property; (C) improvements covered by a builder's risk insurance policy, but only during such period as the builder's risk insurance coverage remains in full force and effect and only if such coverage names the Association as an additional insured. The Association shall also obtain a public liability policy covering all Common Areas, and all damage or injury caused by the negligence of the Association or any of its agents, which public liability policy shall have limits of at least \$1,000,000.00, single limit, as to bodily injury and property damage, and \$2,000,000.00 in aggregated coverage. In addition thereto the Board of Directors shall acquire and maintain directors and officers insurance which shall have limits of at least \$1,000,000.00 single limits. Premiums for all such insurance coverage shall be common expenses. All such coverage obtained by the Association's Board of Directors shall be written in the name of the Association as Trustee for each of the Condominium Owners in the percentages of their respective undivided interest in and to the Common Areas as provided for in Article VI hereof. Such insurance shall be governed by the provisions hereinafter set forth:

- (a) All such policies shall be written by a company or companies admitted and authorized to do business in the State of Mississippi and holding a rating of "A" or better by Best's Insurance Reports.
- (b) All such policies shall be for the benefit of the Condominium Owners and their mortgagees as their interest may appear.

- (c) Certificates evidencing the existence of such policy or policies of insurance shall be furnished to each Condominium Owner and his/her/its mortgagee (s), if any, specifying the proportionate amount of such insurance attributable to that Condominium Owner's Unit.
- (d) The original of all policies and endorsements thereto shall be deposited with the Insurance Trustee by whom the same shall be held subject to the provisions of Section 3 of this Article XV.
- (e) Exclusive authority to adjust losses under policies hereafter in force on the property shall be vested in the Association's Board of Directions; provided, however, that no mortgagee having an interest in the insurance proceeds resulting from such losses may be prohibited from participating in the related settlement negotiations, if any.
- (f) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into consideration with insurance purchased by individual Owners or their respective mortgagees.
- (g) Each Condominium Owner may obtain additional insurance coverage at his own expense; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all of the Owners and their mortgagees, may realize under any insurance policy which the Associations' Board of Directors may have in force on the property at any particular time.
- (h) Any Condominium Owner who shall obtain an individual policy affording separate or additional insurance coverage for any portion of the Complex, other than improvements and betterments actually made by such Owner, shall be required to file a copy of each such individual policy with the Association's Board of Directors within thirty (30) days after purchase of such insurance.
- (i) It shall be the individual responsibility of each Condominium Owner, at his/her/its own expense and at his/her/its discretion, to provide and pay for any Owner's title insurance on his/her/its Condominium Unit, homeowner's liability insurance, theft and any other insurance covering Condominium contents, improvement, betterments and personal property damage and losses.
- (j) The Association's Board of Directors shall conduct an annual insurance review (if needed) which shall include review of a replacement cost appraisal, without respect to depreciation on all improvements to the property (with the exception of improvements and betterments made by the respective Owners at their expense) by

one or more qualified persons at least one of whom shall be a qualified building cost estimator.

- (k) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following: (1) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, the Condominium manager (if any), the Condominium Owners and their respective servants, agents and guests; (2) a waiver by the insurer of its right to repair and reconstruct instead of paying cash; (3) that the master policy on the Property cannot be canceled, invalidated or suspended on account of any one or more individual Owners; (4) that the master policy on the property cannot be canceled, invalidated or suspended on account of the conduct of any director, officer, or employee of the Association or the Condominium manager, or any Owner of mortgagee without a prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the Association may accomplish such cure; and (5) that any "other insurance" clause in the master policy exclude individual Owners' policies from consideration.

Section 2. Partition. There shall be no judicial partition of the property or the Complex or any part thereof, nor shall the Declarant or any person acquiring any interest in the property or any part thereof seek any such judicial partition except (1) as set forth in Section 4 of this Article XV in the case of damage or destruction of the property and (2) as provided by *Section 89-9-35 of the Mississippi Code of 1972*, as the same may be hereafter amended or modified and any other applicable laws of the State of Mississippi.

Section 3. Insurance Trustee.

- (a) Every insurance policy purchased by and/or in the name of the Association shall provide that any proceeds recovered for property losses shall be paid jointly to the Association and a trustee (herein referred to as the "Insurance Trustee") which shall be a banking institutions having trust powers, selected by the Association's Board of Directors. Immediately upon the receipt by the Association of any such insurance proceeds, the Association shall endorse the instrument by means of which such proceeds are paid, and deliver or cause to be delivered such instrument to the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies, or for the failure to collect any insurance proceeds. Furthermore, the Insurance Trustee shall have no obligation to inspect the property to determine whether a loss has been sustained or to file any claim or claims against any insurer or any other person.
- (b) It shall be the duty of the Insurance Trustee to receive all insurance proceeds paid on account of claims and loss recoveries on insurance policies purchased by and in the name of the Association and to hold such proceeds in trust for the benefit of the

Owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee. An undivided share of such proceeds on account of damage or destruction to the Common Areas shall be held in trust for the Owners in accordance with their respective undivided interest in and to the Common Area as provided for in Article VI hereof. Proceeds on account of damage or destruction to Condominium Units shall be held in trust for the Owners of the such damaged or destroyed Units in proportion to the cost of repairing or reconstructing the damage or destruction suffered by each such Owner. In the event of a total destruction of the premises, the proceeds held on account for the unit owners (excluding the common areas) shall be apportioned in accordance with the percentages set forth on the attached Exhibit "D". In the event that a mortgagee endorsement has been issued as to any particular Condominium Unit, the share of such Unit Owner shall be held in trust for such Owner and his mortgagee as their interest may appear.

(c) Proceeds of insurance policies received by the Insurance Trustee shall be disbursed as follows:

- (1) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying cost of repairs or reconstruction shall be disbursed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This covenant is also for the benefit of any mortgagees of a Unit and may be enforced by such mortgagee.
- (2) If it is determined as provided for in Section 4 of this Article XV that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed such proceeds shall be disbursed to such persons as therein provided.
- (3) Any and all disbursements of funds, whether such funds consist of insurance proceeds, Special Assessments, sales proceeds or any combination thereof, to be made by the Insurance Trustee for any purpose whatsoever shall be made pursuant to and in accordance with a certificate of the Association signed by its president or vice president and attested by the secretary setting forth whether or not the damage or destruction is to be repaired, reconstructed and whether the damage or destruction was to the Common Areas, or one or more of the Condominium Units or both. If the damage or destructions ins not to be repaired or reconstructed, said certificate shall direct that disbursement by made by the Insurance Trustee as by law provided in accordance with the terms of Section 4 (c) of this Article XV. If the damage

or destruction is to the Common Areas and is to be repaired or reconstructed, said certificate shall also be signed by or on behalf of the mortgagee known by the Insurance Trustee to have the largest interest in or lien upon such Common Areas and may direct that disbursements be made by the Insurance Trustee to those persons and in such amounts as may be specified therein or in the alternative, said certificates may authorize the Insurance trustee to make disbursements upon and pursuant to such written authorizations as may be submitted to it by an architect or other person named therein as having been employed by the Association to supervise such repairs or reconstruction. If the damage or destruction is to one or more Condominium Units and is to be repaired or reconstructed, said certificate shall also be signed by or on behalf of the mortgagee or mortgagees, if any, known by the Insurance Trustee to have an interest in or lien upon such residence or residences and may direct that disbursements be made by the Insurance Trustee to those persons and in such amounts as may be specified therein or, in the alternative, said certificate may authorize the Insurance Trustee to make disbursements upon and pursuant to such written authorization as may be submitted to it by an architect or other person named therein as having been employed by the Association to supervise such repairs or reconstruction. The Insurance Trustee shall not incur any liability to any Owner, mortgagee or other person for any disbursement made by it pursuant to and in accordance with any such certificates or written authorization.

Section 4. Damage and Destruction.

- (a) Immediately after the damage or destruction by fire or other casualty to all or any part of the property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring any Property to substantially the same condition prior to the fire or casualty with each Unit and the Common Areas having the same vertical and horizontal boundaries as before.
- (b) In the event that less than seventy-five percent (75%) of the Complex has been destroyed or substantially damaged, the same shall be repaired or reconstructed. In the event that seventy-five percent (75%) or more of the Complex has been destroyed or substantially damaged, such damage or destruction shall be repaired or reconstructed unless at least fifty one percent (51%) of the total membership of the Association shall, within 60 days after the casualty, decide not to repair or reconstruct. Notwithstanding the foregoing so long as the Developer shall own at least ten percent (10%) of the units in the Complex, the Developer shall have the

absolute right to require the Complex to be rebuilt or reconstructed regardless of the amount of damage caused thereto and regardless of the vote of the remaining members of the Association, who may desire not to rebuild. If, for any reason, the amount of the insurance proceeds to be paid as a result of such damage or destruction or reliable and detailed estimates of the cost of repair or reconstruction are not made available to the Association within said period of sixty (60) days after the casualty, then such period shall be extended until such information shall be made available to the Association, provided, however, that said period of time shall in no event exceed ninety (90) days after the casualty.

- (c) In the event that it should be determined by the Association (and Developer, as applicable) in the manner prescribed above that the damage or destruction shall not be repaired or reconstructed, then and in that event (1) the Property shall be deemed to be owned in common by the Condominium Owners, (2) the undivided interest in the property owned in common which shall be apportioned to each Condominium Unit Owner shall be the percentage of undivided interest previously owned by such owner in the Common Areas, (3) any liens affecting any of the Condominium Units shall be deemed to be transferred in accordance with the existing priorities to the percentage of undivided interest of the Condominium Unit Owner in the property and the property shall be subject to an action for partition at the instance of any Condominium Unit Owner, in which event the net proceeds of sale shall be paid to the Insurance Trustee. Said net proceeds of sale, together with the net proceeds of the insurance on the property, shall be considered as one fund which, after paying all expenses of the Insurance Trustee, shall be divided among all of the Unit Owners, after first paying out the respective share of the Condominium Owner to the extent sufficient for the purpose, all liens of the undivided interest in the property owned by each unit Owner. Disbursements to such owners shall be made as provided for in Section 3 of this Article XV. The foregoing provisions of this Section 4 (c) shall apply only for so long as the provisions hereof do not violate or conflict with any provision of *Section 89-9-35 of the Act*, or any other applicable laws of the State of Mississippi, In the event that the laws of the State of Mississippi should be hereafter amended so as to eliminate the right of action for partition upon determining that the damage or destruction shall not be repaired or reconstructed, then this Section 4 (c), and such other provisions hereof as may be necessary to its implementations, shall be deemed amended accordingly.

Section 5. Repair and Reconstruction.

- (a) If the damage or destruction for which the insurance proceeds are paid to the Insurance Trustee is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Association's Board of Directors shall, subject to Article VIII hereof and without a vote of the Members, levy a special Assessment against all Owners of the damage Units, and against all Owners in the

case of damage to the Common Areas, in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. Such Assessments against Unit Owners for damage to Units shall be in proportion to the cost of repair and reconstruction of their respective Units, or if the damage is equal to all units then in accordance with the percentages set forth on the attached Exhibit "D". Such assessments on account of damage to the Common Areas shall be in proportion to the Owner's share in the Common Areas.

- (b) Any and all sums paid to the Association under and by virtue of those special Assessments provided for above to defray the estimated excess cost of repair or reconstruction shall be deposited by the Association with the Insurance Trustee. The proceeds from insurance and Assessments, if any, received by the Insurance Trustee, when the damage or destruction is to be repaired or reconstructed, shall be disbursed as provided for in Section 3 of this Article XV.

Section 6. Minor Repairs.

- (a) Notwithstanding the foregoing provisions of this Article, in the event of damage by fire or other casualty to either the Common Areas, or a single Unit covered by insurance written in the name of the Association and if the insurance proceeds initially offered or paid therefor are less than \$2,000.00 and the estimated cost to repair such damage is less than twice the amount of such proceeds, then the instrument by means of which such proceeds are paid shall be endorsed by the Insurance Trustee and delivered to the Association and the damage shall be repaired in accordance with the following provision.
- (b) If the damage is confined to the Common Areas such insurance proceeds shall be used by the Association to defray the cost of such repairs. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be retained by the Association or its duly authorized agent and placed in the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Areas. If the cost of such repairs exceeds the amount of such insurance proceeds, such excess may be provided subject to Article VIII hereof either by means of a Special Assessment levied by the Board of Directors, without a vote of the Condominium Owners, against all of the Condominium Owners in proportion to the Owners' share in the Common Areas or by means of an appropriation from the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the Common Areas as the Board of Directors in the exercise of its sole discretion may determine.

- (c) If the damage is confined to a single Unit, such insurance proceeds shall be used by the Association to defray the cost of such repairs. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be paid jointly to the Owner and his mortgagee, if any, who may use such proceeds as they along may determine. If the cost of such repairs exceeds the amount of such insurance proceeds, such excess shall be provided by means of a Special Assessment levied by the Board of Directors, subject to Article VIII hereof and without a vote of the Condominium Owners against the Owner of the Damage Unit. Payment for repairs provided for in this subparagraph (c) shall be made only after all such repairs have been completed and approved by the Association, the Owner and his mortgage, if any, which approval shall not be unreasonably withheld.

Section 7. Any expenses incurred by the Insurance Trustee shall be paid from the General Assessments, if the same are sufficient for the purpose; otherwise, such expenses shall be paid from the proceeds of Special Assessments levied in accordance with Section 5 of this Article XV.

ARTICLE XVI

CONDEMNATION

Section 1. General. Whenever all or any part of the property shall be taken by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceeds incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Association if such award amounts to less than \$2,000.00. Unless otherwise provided by law at the time of such taking, any award made therefor shall be disbursed by the Association or the Insurance Trustee, as the case may be, as hereinafter provided.

Section 2. Common Areas. If the taking is confined to the Common Areas on which improvements shall have been constructed and if at least sixty percent (60%) of the total vote of the Association shall decide within sixty 60 days after such taking to replace said improvements, or any part thereof, on the remaining land included in the Common Areas and according to plans therefor first approved by the Association, then the Board of Directors shall arrange for such replacement. The Association or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award in the same manner as they are required to disburse insurance proceeds where damage or destruction to the Common Areas is to be repaired or reconstructed, as provided for in Article XVI hereof; subject however, to the right hereby reserved to the Association and to be exercised by a majority of the total vote thereof to provide for the disbursement by the Insurance Trustee for the remaining proceeds held by it (after payment of all costs incident to such replacement including all expenses of the Insurance Trustee) to the Owners or any one or more of them in amounts disproportionate to their percentages of undivided interest in the Common Areas as established herein, which disproportionate amounts shall correspond with the disproportionate damages sustained by the Owners or any one or more of them as the Association may determine by a majority

of the total vote thereof. If at least 60% of the total vote of the Association shall not decide within 60 days after such taking to replace such improvements or if the taking is confined to the Common Areas on which no improvements shall have been constructed, thence the Association or the Insurance Trustee, as the case may be, shall disburse the proceeds of the award in the manner hereinabove provided for the disbursement of the remaining proceeds of an award after payment of all costs incident to replacement of improvements taken, including the right reserved to the Association to provide for the disbursement by the Insurance Trustee of the remaining proceeds held by it to the Owners in disproportionate amounts.

Section 3. Units. If the taking includes one or more Units, or any part or parts thereof, whether or not here is included in the taking any part of the Common Areas, then the award shall be disbursed and all related matters, including without limitation alteration of the percentages of undivided interest of the Owners in the Common Ares, shall be handled pursuant to and in accordance with the consent of all Owners (or such lesser number of Owners as may then be prescribed by law for the purpose of altering the percentages of undivided interest of the Owners in the Common Ares) expressed in a duly recorded amendment to this Declaration. In the event that such an amendment shall not be recorded within 90 days after such taking, then such taking shall be deemed to be and shall be treated as damage or destruction which shall not be repaired or reconstructed as provided for in Article XV, Section 4, thereof, whereupon the Complex will be terminated in the manner therein prescribed, unless then otherwise provided by law.

ARTICLE XVII

TOWER SIGN

A. The owner(s) of the commercial units shall have the right to place a sign within the sign area which is identified on Exhibit "E" attached hereto. The sign area shall be on the North and South Side of the Elevator Tower on Building 1.

B. All signs placed within the sign area shall be limited to the advertisement of the business located in the commercial units. Each of the commercial unit owners shall get a percentage of the sign area based on their proportionate square footage of the overall commercial unit area. (i.e. for example purpose only, if there is 20,000 sq ft. of total commercial space, and a commercial unit is 5,000 sq ft., then the owner of that unit shall have the right to occupy 25% of the sign area.

C. Any sign to be placed in the sign area shall be subject to the approval of the City of Gulfport and the Condominium Association Board.

D. All costs associated within placing and maintaining a sign within the sign area shall be paid by the owner(s) of the commercial unit which desires to place a sign in the sign area.

IN WITNESS WHEREOF, the Declarant acting by and through one of its Managers has hereunto set its hand and seal as of the date hereinabove first written.

IG DEVELOPMENT, LLC

By: Ivan Spinner, Manager

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

ON THIS the 25 day of September, 2023, personally appeared before me, the undersigned authority in and for the State and County aforesaid, **Ivan Spinner**, who acknowledged that he is a Manager of IG DEVELOPMENT, LLC, a Mississippi Limited Liability Company, and that for and on behalf of said company he signed, sealed, executed and delivered the above and foregoing instrument on the day and year therein mentioned, being first duly authorized so to do.

NOTARY PUBLIC

(SEAL)

My Commission Expires:



Consented to by Lender:

Cadence Bank

By: Christopher Romano
Its: Market President

STATE OF MISSISSIPPI
COUNTY OF HARRISON

ON THIS the 27th day of September, 2023, personally appeared before me, the undersigned authority in and for the State and County aforesaid, **Christopher Romano**, who acknowledged that he is Market President of Cadence Bank, a Mississippi Chartered Banking Institution, and that for and on behalf of said entity he signed, sealed, executed and delivered the above and foregoing instrument on the day and year therein mentioned, being first duly authorized so to do.

NOTARY PUBLIC

(SEAL)

My Commission Expires:



EXHIBIT "A"

A parcel of land located in the Northeast Quarter of the Southwest Quarter (NE 1/4 of the SW 1/4) of Section 30, Township 7 South, Range 10 West, First Judicial District of Harrison county, City of Gulfport, Mississippi and being more particularly described as follows:

Commencing at an iron pipe found lying on the West line of the Northeast Quarter of the Southwest Quarter (NE 1/4 of the SW 1/4) of Section 30, Township 7 South, Range 10 West; thence North 88 degrees 27 minutes 48 seconds East 558.13 feet to an iron rod found lying on the North margin of Pine Street; thence North 00 degrees 12 minutes 18 seconds East 325.97 feet to an iron rod found at the established Northwest Corner of Lambert being described in Deed Book 923 at Page 557, said point also being the point of beginning; thence North 88 degrees 35 minutes 35 seconds West 96.23 feet to an iron rod found; thence North 03 degrees 25 minutes 54 seconds West 17.32 feet to an iron rod found; thence North 88 degrees 13 minutes 10 seconds East 47.89 feet to an iron rod found, lying on the East line of the property now or formerly of Faulk being described in Deed Instrument Number 2006 4401 D-JI; thence North 00 degrees 30 minutes 11 seconds West 190.66 feet to a point within an existing water inlet; thence South 79 degrees 25 minutes 09 seconds East 39.76 feet to an iron rod found lying on the shoreline of Bernard Bayou; thence along the shoreline of Bernard Bayou in a Northeasterly direction a distance of 51 feet more or less, to a point being, North 70 degrees 55 minutes 44 seconds East 50.80 feet; thence continue along the shoreline of Bernard Bayou in a Southeasterly direction, a distance of 170 feet more or less, to a point being, South 46 degrees 37 minutes 39 seconds East 164.69 feet; thence continue along the shoreline of Bernard Bayou in a Northeasterly direction, a distance of 200 feet more or less, to a point being, North 40 degrees 42 minutes 02 seconds East 181.57 feet; thence continue along the shoreline of Bernard Bayou in a Northeasterly direction, a distance of 194 feet more or less, to a point being, North 28 degrees 24 minutes 49 seconds East 142.94 feet; thence continue along the shoreline of Bernard Bayou, in a Easterly direction, a distance of 26 feet more or less, to a point being, South 85 degrees 16 minutes 17 seconds East 24.40 feet; thence North 61 degrees 50 minutes 15 seconds East 58.51 feet more or less to a point being the midpoint of the entrance to a man-made lake as made reference to in that deed to Francis Patrick recorded in Deed Book 1411 at Page 398; thence in a Southeasterly direction 346 feet more or less to an iron rod found being, South 16 degrees 37 minutes 09 seconds East 346.20 feet, said rod lying on the South shoreline of said man-made lake; thence South 00 degrees 20 minutes 24 seconds East 16.21 feet to an iron rod found lying on the North margin of Magnolia Street, said point being 250 feet West of the intersection of the former West right-of-way of Lorraine Cowan Road and the North margin of Magnolia Street; thence along the North margin of Magnolia Street, South 88 degrees 58 minutes 05 seconds West 127.20 feet to an iron rod found lying at the intersection of the North margin of Magnolia Street and the West margin of Bridge Street; thence South 00 degrees 47 minutes 20 seconds West 36.25 feet along the West margin of Bridge Street to an iron rod found at the Northeast Corner of the property now or formerly of Wentworth, being described in Deed Book 1352 at Page 294; thence South 88 degrees 26 minutes 44 seconds West 279.69 feet along the North line of the property now or formerly of Wentworth to an iron rod found; thence South 88 degrees 29 minutes 54 seconds West 109.96 feet to the point of beginning, containing 2.63 acres more or less.

Said parcel being subject to a 30 foot perpetual gas easement as described in Deed Book 245 at Page 31; a 20 foot AT&T Telecommunications easement as described in Deed Book 1075 at Page 413, and an overhead power line easement described in Deed Book 244 at Page 390. Said parcel also subject to any and all riparian and littoral rights.

AND ALSO

A parcel of land located in the Northeast Quarter of the Southwest Quarter (NE 1/4 of the SW 1/4) of Section 30, Township 7 South, Range 10 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

For a Point of Beginning, commence at an iron rod situated on the North margin of Pine Street which is 558 feet East of the West line of the Northeast Quarter of the Southwest Quarter (NE 1/4 of the SW 1/4) of Section 30, Township 7 South, Range 10 West, from said Point of Beginning, run North 89 degrees 34 minutes 07 seconds East along the North margin of Pine Street, a distance of 110.00 feet to a point; thence run North 00 degrees 13 minutes 24 seconds East, a distance of 328.18 feet to a point; thence run South 88 degrees 27 minutes 09 seconds West, a distance of 110.05 feet to a point; thence run South 00 degrees 13 minutes 24 seconds West, a distance of 326.03 feet to the Point of Beginning. Said parcel contains 0.83 acres, more or less.

AND ALSO:

Lot located in the Northeast Quarter of the Southwest Quarter (NE 1/4 of the SW 1/4) of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi. Said parcel being more particularly described as:

Commencing at point where the West line of the Northeast Quarter of the Southwest Quarter (NE 1/4 of the SW 1/4) of Section 30, Township 7 South, Range 10 West, intersects the North margin of West Pine Street and run thence East along the North margin of West Pine Street, a distance of 472 feet for a point of beginning. Run thence North a distance of 330 feet more or less; run thence East a distance of 86 feet; run thence South a distance of 330 feet more or less to the North margin of West Pine Street, run thence West a distance of 86 feet to the point of beginning. Said parcel is bound on the South by West Pine Street, on the East by property belonging to Hays, on the North by property belonging to Zimmerman and on the West by property belonging to Hays.

Exhibit "B"
BYLAWS OF
Handsboro Pointe Condominiums
HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is **Handsboro Pointe Condominiums HOMEOWNERS' ASSOCIATION, INC.**, a Mississippi non-profit corporation, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1302 Magnolia Street, Gulfport, Mississippi, 39503; nevertheless, meeting of members and directors may be held at such places within the State of Mississippi, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Except as herein otherwise noted, the terms used herein shall have the same meaning attributed to them in the Declaration of Covenants, Conditions and Restrictions of Handsboro Pointe Condominiums ("the Declaration") dated as of the ____ day of September, 2023, and recorded or to be recorded in the Land Deed Records in the office of the Chancery Clerk of Harrison County, Mississippi, to which a copy of these bylaws is attached as an exhibit. The provisions of these Bylaws are applicable to the property comprising the Condominium Complex and the use and occupancy thereof, and all easements, rights or appurtenances thereon or thereunto appertaining, and all personal property now or hereafter used in connection therewith.

ARTICLE III
INCORPORATION

The Declarant and/or the initial Board of Directors of the Association, shall cause the formation of a not-for-profit corporation for the purpose of facilitating the administration and operation of the Complex. Upon the formation of the such corporation:

- (a) The owner of each Condominium Unit (or a representative of a corporate owner) shall be a member of the corporation. Membership shall terminate automatically and forthwith upon the sale or other disposition by such member or his/her corporate principal of his/her/its Unit, at which time the new owner of the Condominium Unit shall automatically become a member therein;
- (b) All applicable terms and provisions of these bylaws shall be adopted as and become the bylaws of such corporation;
- (c) The Articles of Incorporation of Handsboro Pointe Condominiums Owners' Association,

Inc., and the Declaration of Covenants, Conditions and Restrictions of Handsboro Pointe Condominiums shall contain such terms and provisions which are not inconsistent with these Bylaws, as the Declarant or Developer or the Board of Directors shall deem suitable and/or necessary; and

- (d) The name of such corporation shall be Handsboro Pointe Condominiums HOMEOWNERS' ASSOCIATION, INC.

ARTICLE IV **ACCEPTANCE**

All present and future owners of Condominium Units and all mortgages, lessees and the occupants of the Units together with their employees, and any other persons who shall use or offer to use the facilities of the Complex in any manner are subject to these Bylaws, the Declaration of Covenants, Conditions and Restriction, any rules and regulations adopted by the Association pursuant to and in compliance with the Act, the Declaration and these bylaws, and all covenants, agreements, restrictions and easements of record (herein referred to as "the title conditions"). The acceptance of a deed or the occupancy of a Unit shall constitute an agreement by such grantee(s) and/or occupant that these bylaws and the title conditions, as originally enacted and hereafter amended, are accepted and ratified, and will, in all respects, be complied with.

ARTICLE V **MEMBERSHIP AND MEMBERSHIP MEETINGS**

1. **Qualifications.** The members of the Association shall consist of all of the owners or record of fee title to any Condominium Unit in the Complex. Each Unit shall be entitled to have one and only one member of the Association; and, likewise, each Unit shall be entitled to one and only one vote in any matter coming before the Association to be cast by the member or by his/her/its proxy designated in the manner hereinafter provided for.

2. **Annual Meetings.** The first annual meeting of the Association members shall be held within one (1) year from the date of incorporation of the Association and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

3. **Special Meetings.** Special meetings of the membership of the Association may be called at any time by the President or by the Board of Directors, or upon written request of at least twenty-five (25%) of the members.

4. **Notice of Meetings.** Written notice of each regular or special meeting of the members shall be given by or at the direction of the Secretary or the person(s) authorized to call the meeting

by mailing a copy of such notice by United States mail, postage prepaid, to each member entitled to vote at such meeting, not less than fifteen (15) nor more than thirty (30) days prior to such meeting. Such notice and all other written notices to members given pursuant to these Bylaws shall be addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice; and such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. The association may hereinafter elect to send notices by electronic mail or other means by amendment hereto.

5. **Quorum.** The presence at the meeting of members or their proxies entitled to cast forty percent (40%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Association's Articles of Incorporation, the Declaration, or these bylaws. If, however, such quorum shall not be present or represented by proxy at any meeting, the members entitled to vote thereat may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

6. **Proxies.** At all meetings of the Association, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Proxies shall be revocable and shall automatically cease upon conveyance by the member of his/her/its condominium unit.

7. **The Order of Business.** The order of business at annual meetings of the Association, and, to the extent applicable, at all other meetings of the Association shall be as follows:

- (a) Call to order.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notice and/or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

8. **Reservation by Developer.** Until the Developer of the Condominium Complex (or the Declarant, as the case may be) has conveyed away one hundred percent (100%) of the Condominium Units, there shall be no meeting of the members of the Association unless called upon by the Board of Directors.

ARTICLE VI

BOARD OF DIRECTORS

1. **Number and Qualification.** The affairs of the Association shall be governed and

conducted by its Board of Directors composed of three (3) natural persons, all of whom shall be members of the Association or the designated representative of any member which is not a natural person, except for the initial Board of Directors as appointed by the Declarant or its successor or assigns as provided in Article V, Section 4 of the Declaration.

2. **Initial Directors.** The initial Board of Directors shall be selected by the Declarant and need not be owners of Condominium Units or members of the Association. The names of the directors who shall act as such from the date upon which the Declaration is filed for record in the land records for the First Judicial District of Harrison County, Mississippi until the first annual meeting of the members of the Association or until such time as their successors are duly chosen and qualified are as follows:

- (a) _____
- (b) _____
- (c) _____

3. **Term of Office.** At the first annual meeting of the Association, the members shall elect three (3) directors for a term of one (1) year; and at each annual meeting thereafter, directors shall be elected for terms of one (1) year as necessary to fill vacancies occurring by reason of the expiration of the terms of directors previously elected.

4. **Designation of Officers of the Board of Directors.** The President of the Association elected by the Board of Directors pursuant to Article IX, Section 3 hereof shall serve as the Chairman of the Board of Directors. At the discretion of the Board of Directors, the Secretary of the Association elected pursuant to Article IX, Section 3 hereof, may also serve as Secretary of the Board of Directors; however, unless the Secretary is, in fact, a member of the Board, he/she shall have no vote in matters coming before the Board for consideration and/or action.

5. **Compensation.** No director shall receive compensation for any services he/she may render to/for the Association. Nevertheless, excluding travel expenses to attend meetings of the Board of Directors, directors may be reimbursed for actual expenses incurred by him or her in the performance of his/her duties.

6. **Powers and Duties of Board of Directors.** All of the powers and duties of the Association under the Act, the Declaration, the Articles and these bylaw shall be exercised by the Board of Directors of the Association or its delegates, subject only to approval by the members institutional mortgagees when such approval is specifically required.

7. **Nomination and Election of Directors.** The nomination of persons to serve as Directors of the Association shall be by a nominating committee consisting of three (3) members or representatives entitled to vote at meetings of the Association, no more than one of whom shall be a Director currently serving. Members of the nominating committee shall be appointed by the

president with approval of the Board of Directors. The nominating committee, in its discretion, shall make as many nominations for the position of Director as it shall determine proper, but not less than the number of vacancies that are to be filled. Those persons nominated by the nominating committee may be members or non-members, as set forth in Article V, Section 4 of the Declaration.

ARTICLE VII

MEETINGS OF THE BOARD OF DIRECTORS

1. **Regular Meetings.** Regular meetings of the Board of Directors shall be held quarterly with notice, at such place and hour as may be fixed for time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

2. **Special Meetings.** Special meetings of the Board of Directors may be held upon three (3) days written notice when called by the President of the Association or by any two (2) Directors.

3. **Quorum.** A majority of the whole number of Directors shall constitute as quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. **Powers.** The Board of Directors shall have the following powers and authority:

- (a) To adopt and publish rules and regulations governing the management, use and control of the common areas and facilities and the personal conduct of the members, residents and their guests thereon, and to establish penalties for violations or infractions thereof; and
- (b) To suspend the voting rights and right to the use of the recreational facilities by a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations; and
- (c) To exercise for the Association all powers and duties granted by the provisions of these bylaws, the Articles of Association, or the Declaration; and
- (d) To declare the office of a member of Board of Directors to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

- (e) To employ and to prescribe the duties and responsibilities of a manager, an independent contractor, or such other employees as the Board may, from time to time, deem necessary; and
- (f) To assess annual membership dues; and
- (g) To sell any Condominium Unit purchased by the Association.

2. Duties. It shall be the duty of the Board of Directors to do the following:

- (A) To cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the Association, or at any special meeting when such statement is requested in writing by twenty-five percent (25%) of the members who are entitled to vote; and
- (B) To supervise the performance of the officers, agents and employees of the Association, and to see that their duties are properly carried out; and
- (C) As more fully provided in the Declaration, to:
 - (a) Fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period; and
 - (b) Send written notice of each assessment to each and every Unit owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (c) Foreclose the lien against any Condominium Unit for which assessments are not paid within thirty (30) days after the due date thereof for to bring an action at law or in equity against the condominium owner personally obligated to pay the same.
 - (d) To issue, or to cause an appropriate officer or agent of the Association to issue, upon demand by any interested person, a certificate setting forth whether or not any assessment has been paid, and the amount, if any, then due and owing. A reasonable charge may be made by the Board for the issuance of such certificate. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment; and
 - (e) To procure and maintain adequate liability and hazard insurance on the real and/or personal property owned or managed by the Association, if the same

is not otherwise adequately insured; and

- (f) To cause all officers or employees having fiscal responsibilities to be bonded, as may be appropriate; and
- (g) To cause the common areas to be maintained; and
- (h) To cause the exterior of the buildings comprising the Condominium Complex to be maintained; and
- (i) To enforce and give effect to all of the provisions of the Declaration, the Charter of Incorporation and these Bylaws; and
- (j) To maintain class actions, and to settle causes of action, on behalf of the Association and the Unit owners with reference to the common areas, the roof and structural components of buildings or other improvements on or within the complex, and the mechanical, electrical and plumbing equipment serving an improvement or a building or other improvement as distinguished from mechanical equipment serving only one or less than all of the Condominium Units; and to settle the same, on behalf of two (2) or more of the Unit owners, as their respective interests may appear, with respect to any causes of action relating to the common areas or more than one (1) condominium Unit; all as the Board deems advisable.

ARTICLE IX

OFFICERS AND THEIR DUTIES

1. **Enumeration of Offices.** The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

2. **Qualifications of Officers.** The President and the Vice President shall, at all times, be members and also Directors of the Association. The Secretary and the Treasurer shall be adult citizens of the United States, but shall not be required to be Directors or members of the Association.

3. **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Association.

4. **Term.** The officers of this Association shall be elected annually by the Board of Directors, and each shall hold office for at least one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise become disqualified to serve.

5. **Special Appointments.** The Board may elect such other officers as the affairs of the Association may dictate, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

6. **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice thereof to the Board, the President or the Secretary. Such resignation shall take effect on the date of the receipt thereof or at any later time as shall be stated therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary for it to be effective.

7. **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer he or she replaces.

8. **Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person; however, no person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 5 of this Article IX.

9. **Duties.** The duties of the officers are as follows:

- (a) **President.** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes of the Association.
- (b) **Vice President.** The Vice President shall act in the place and stead of the President in the event of his/her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.
- (c) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Association; keep the corporate seal of the Association and affix it upon documents requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the names and addresses of the members of the Association, and shall perform such other duties as shall, from time to time, be required of him/her by the Board.
- (d) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts funds received as annual and special assessments of the Association and all other monies of the Association, and shall disburse such funds as directed by the Board of Directors shall sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of

the Association's books and records to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership of the Association at its regular annual meetings, and deliver a copy to each of the members.

ARTICLE X **COMMITTEES**

The Board of Directors shall appoint a Nominating Committee as provided by these bylaws; and, in addition the Board shall, from time to time, create and appoint the members of such special and/or *ad hoc* committees as it may deem reasonable and appropriate to carry out its functions, purposes, responsibilities.

ARTICLE XI **BOOKS AND RECORDS**

The books, records, and papers of the Association shall be subject to and available for inspection by any member of the Association at any time during reasonable business hours. A true and authentic copy of the Declaration of Covenants, Conditions and Restrictions, the Articles of Association, and these Bylaws shall, at all times, be maintained in the principal office of the Association, available for inspection by any member during reasonable business hours, where copies may be also be purchased at a reasonable cost.

ARTICLE XII **ASSESSMENTS**

As more fully provided in the Declaration, each member of the Association is obligated to pay to the Association such annual and special assessments as shall be established by the Board of Directors. Members shall be promptly notified in writing of all assessments as made by the Board and the due date thereof. All annual and special assessments are secured by a continuing lien upon the Condominium Unit against which the assessment is made. Any assessments which are not paid within thirty (30) days following the due date thereof shall be considered to be delinquent, and shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, or the maximum rate of interest allowed by law, whichever is less. The Association may foreclose its lien and/or bring an action at law or in equity against the Unit Owner or member personally obligated to pay the same for the amount of the assessment together with interest, reasonable attorneys fees and court costs which shall be added to the amount of the assessment. No Unit owner may waiver or otherwise escape liability for the assessment provided for herein by his/her/its non-use of the common area or abandonment of his/her/its Condominium Unit.

ARTICLE XIII
CORPORATE SEAL

The Association shall have a seal, circular in design, having within its circumference the words: Handsboro Pointe Condominiums HOMEOWNERS' ASSOCIATION, INC.

ARTICLE XIV
MORTGAGES, NOTICES AND OTHER RIGHTS OF MORTGAGEE FHA/VA

1. **Notice of Board of Directors.** The owner of any Condominium Unit in the complex who shall grant a security interest (either a deed of trust or a mortgage) in such Unit shall promptly notify the Association's Board of Directors of the name and address of the mortgagee, and, upon request, shall also file a conformed copy of such deed of trust or mortgage with the Board of Directors. The Board of Directors shall maintain a suitable roster of the names and addresses of mortgagees.

2. **Rights of Mortgagee.** Upon written request, an institutional holder of a first mortgage or deed of trust on a Condominium Unit in the complex, is entitled to:

- (a) Inspect the books and records of the Association during normal business hours; and
- (b) Receive an annual audited financial statement of the Association; and
- (c) Receive a written notice of all meetings of the Association and to attend such meetings through a duly appointed representative.

3. **Notice of Damage or Destruction.** In the event of damage to or destruction of any Condominium Unit or any part of the common areas, the institutional holder of a first mortgage or deed of trust on such Unit shall be given timely written notice thereof, and no provision of any document establishing the complex will entitle the owner of such Condominium Unit or any other party to priority over such institutional mortgage with respect to the distribution of insurance proceeds paid on account thereof.

4. **Condemnation/Eminent Domain.** If any Condominium Unit or portion thereof or any of the common areas or portion thereof is made the subject matter of a condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage or deed of trust on such Unit or common area shall be given timely written notice thereof and, notwithstanding any other provisions of these Bylaws or of the Declaration, neither the owner of the said unit nor any other party shall be entitled to priority over such institutional mortgagee with respect to the distribution to the proceeds of such award or settlement of unit's share thereof.

5. Consent of Holders of First Deed of Trust. During any period when the lien of a first mortgage or deed of trust encumbers any of the Condominium Units in the complex, neither the Association, nor the Board of Directors, nor the members of the Association acting collectively, by any act of omission, shall do or attempt to do any one or more of the following without the prior written approval of holders of first deeds of trust:

- (a) Abandon, partition, subdivide, encumber, sell or transfer any of the common areas or common facilities; provided, however, that the granting by the Association of rights of way, easements and the like for public utilities or for other purposes, consistent with the stated use and purpose of complex, shall not be considered an encumbrance, sale or transfer within the meaning of this subsection; or
- (b) Abandon or terminate or attempt to abandon, abrogate or terminate these Bylaws or the Declaration of Covenants, Conditions and Restrictions of, for and/or applicable to the Condominium Complex; or
- (c) Modify or amend any material or substantive provisions of these Bylaws or the Declaration of Covenants, Conditions and Restrictions of, for and/or applicable to the Condominium Complex; or
- (d) Abandon or terminate the Condominium Complex except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; or
- (e) Partition or subdivide a Condominium Unit.

ARTICLE XV AMENDMENTS

These Bylaws may be amended, at a regular or special meeting of the members of the Association, by a vote of a majority of a quorum of members of the Association present in person or by proxy at a meeting called for that purpose for which notice in writing has been given to each member at least fourteen (14) days prior to the meeting. Nevertheless, the Declarant shall have the right to veto amendments as long as the Declarant owns one (1) or more of the Condominium Units.

ARTICLE XVI USE AND OCCUPANCY RESTRICTIONS

The use of the Condominium Units in the complex shall, at all times, be in strict accord with the terms of the Declaration of Covenants, Conditions and Restrictions, these Bylaws, and with such other rules and regulations as shall, from time to time, be adopted by the Board of Directors of the Association in the manner herein provided.

ARTICLE XVII
RULES AND REGULATIONS

1. Authority and Enforcement. The Board of Directors shall have the authority to adopt, constitute, establish and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of the Condominium Units and the common areas, provided, however, that a true, correct and up-to-day copy of such rules and regulations shall be furnished to each Unit owner. In case of a default, breach, violation or dereliction by a Unit owner of the obligations, commitments, responsibilities, obligations or charges pursuant to the Declaration, these Bylaws and such rules and regulations properly adopted by the Board of Directors, the Board of Directors shall have the power to impose reasonable fines which shall constitute a lien upon that offending owner's Condominium Unit, and/or to suspend the offending owner's right to use the common areas, and/or to suspend the offending owner's right to attend and vote at meetings of the Association or to hold office in or be a Director of the Association.

2. Procedure. The Board shall not impose a fine, suspend voting rights, or infringe upon any of the other rights of a member of the Association or other owner or lawful occupant of any Condominium Unit in the complex for violation of rules and regulations adopted and promulgated pursuant to this Article XVII unless and until the following procedure is followed:

- (a) Demand. Written demand to cease and desist from or to cure an alleged breach or violation shall be served upon the alleged violator and also the owner of the Unit against whom such breach or violation is charged specifying the following:
 - (1) A brief but complete description of the alleged breach or violation;
 - (2) A description of the action required to cure or abate the breach or violation;
 - (3) A time period of not less than ten (10) days within which the breach or violation may be cured or abated without a penalty or sanction; and
 - (4) A statement that, if the breach or violation continues or if there is a further, continuing or subsequent breach or violation of the same rule, penalties and/or sanctions may be imposed following a hearing before the Board.
- (b) Notice. If the breach or violation continues beyond the period allowed for cure or abatement by the notice, or if the same rule is subsequently violated, then, and in such event, the Board may, within twelve (12) months of such notice, serve the violator with written notice of a hearing to be conducted by and before the Board of Directors in session. The notice shall contain the following:
 - (1) The nature of the alleged breach or violation;

- (2) The time and place of the hearing, which time shall not be less than (10) days from the date of the notice;
 - (3) An invitation to attend the hearing and to produce any statement, evidence and/or witnesses on his/her/its behalf; and
 - (4) The proposed penalty and/or sanction to be imposed.
- (c) The Hearing. The hearing shall be held in an executive session of the Board of Directors on the day and at the time and place stated in the notice. At the hearing, the alleged violator and also the owner of the Unit against whom such breach or violation is charged shall be afforded a reasonable opportunity to be heard and to present any statement, evidence or witnesses on his/her/its behalf. Prior to the imposition of any penalty or sanctions hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice(s). In addition, the appearance of the alleged violator and/or the owner of the Unit against whom such breach or violation is charged or his/her/its their duly appointed representative at the meeting shall constitute proof of the receipt of the notice by the member. The minutes of the meeting shall contain a written statement of the results of the hearing and the penalty(ies) and/or sanctions(s), if any, imposed.

ARTICLE XVIII

MISCELLANEOUS

1. **Fiscal Year.** The fiscal year of the Association shall begin on the first day in January and end on the 31st day of December of the same year, except the first fiscal year shall begin on the date of incorporation and shall end on the 31st day of December of that year.
2. **Conflicts.** In case of any conflict between the Articles of Association or Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration of Covenants, Conditions and Restriction and these Bylaws, the Declaration shall control.

RULES AND REGULATIONS
OF
Handsboro Pointe Condominiums HOMEOWNERS' ASSOCIATION, INC.

The following Rules and Regulations are established in order to provide for the continuing pleasure, comfort and security of all members of Handsboro Pointe Condominiums HOMEOWNERS' ASSOCIATION, INC., and their tenants and guests:

1. Notices. All complaints and requests shall be made only to an officers or the manager (if any) of the Association who shall, in turn, notify the appropriate parties. Members shall also give immediate notice to the President or Manager of the Association of any damage, accident or injury to the exterior or roof of any building or to any common area or common facility within the Complex.
2. Alcoholic Beverages. Other than within the confines of Commercial Units operated for restaurant purposes, under no circumstances shall alcoholic beverages be dispensed for sale anywhere within the complex.
3. Alterations. Members shall not make any alterations to or change in the external structure of any Condominium Unit within the complex without first obtaining the written consent of from the Association through its Board of Directors. This prohibition shall include the erection of any T.V. antennas, the installation of awnings, and the installation of additional exterior lighting or light fixtures not presently existing, except where allowed for by the Declaration.
4. Noises. No member shall make or permit to be made any disturbing noises in or about his/her/its Unit or any common area either by himself/herself, his/her family or his/her tenant or guests. And no member shall do or permit anything to be done by any such person that will interfere with or disturb or threaten the rights, peace, comforts and conveniences of other Association members and their tenants and/or guests. All Commercial Unit Owners shall operate their business only between the hours of _____ A.M. and _____ P.M., in order to preserve the general residential nature of the Complex.
5. Signs. Association members are expressly forbidden to post or display or cause to be posed or displayed any signs or notice in, upon, or about the complex without the prior express consent of the Board of Directors. Commercial Unit Owners may petition the Association for reasonable signage identifying their businesses, and the same shall be determined by the Association.
6. Cleaning Regulations. Nothing shall be hung from the windows, porches or balconies, or placed upon the window sill of any Unit; nor shall any table cloth, clothing, curtains or rugs by hung or shaken from any of the windows, doors, balconies, or porches within the Complex. Commercial Unit Owners shall provide for the separate removal of all garbage and items generated by their commercial operation.

7. Common Areas. The common areas shall not be obstructed or used for any purpose other than that which was intended therefor, including ingress and egress from the Condominium Units, or for the appropriate recreational use or vehicle parking.

8. Sweepings. No person shall sweep or throw or permit to be swept or thrown any dirt, dust, trash or refuse from any unit or from or onto any common area or other Unit within the Complex, including any balcony, window or doorway.

9. Pets. Dogs or other pets shall be leashed at all times when outside of the Condominium Unit of its owner/master. The Unit owner and/or Association member is responsible to control his/her/its pets so that they will not interfere with the use and enjoyment of the common areas by other Association members, their tenants and guests. No barnyard or wild animals shall be allowed anywhere within the Complex at any time.

10. Windows. Regular cleaning and maintenance of windows and glass doors in each unit is the obligation of the member.

11. Auctions/Garage Sales. No action or "garage" sale of any nature will be permitted at any time anywhere within the Complex.

12. Trees/Shrubs/Plants. No plants, flowers, shrubs or trees may be planted in any of the common areas within the Complex, nor shall any tree, shrub or other plant be cut or removed from any common area, without the prior written consent and approval of the Association through its Board of Directors.

13. Parking. No boats, boat trailers, recreational vehicles or vehicles weighing in excess of 3/4 ton may be parked or kept in any vehicle parking area within the Complex, except that service and delivery trucks may park within the complex while deliveries are being made or services are being performed. Motor vehicles may be parked only in paved parking places or areas. No more than two (2) vehicles per Condominium Unit shall be permitted to be parked in the parking areas within the Complex at any one time, unless parked in visitor parking spaces. No automotive repairs (except emergency service or repairs) shall be permitted to be parked in the parking areas within the Complex at any one time. No automotive repairs (except emergency service or repairs) shall be permitted to be performed within the Complex. The storage of vehicles, other than vehicles used on a day-to-day basis, is prohibited anywhere within the Complex.

14. Solicitation. There shall be no soliciting anywhere within the Complex without prior written approval of the Association.

15. Business Activities. No business of any type shall be permitted to be carried on or to exist on/in the Complex, other than in the Commercial Units. Additionally, no office(s) shall be maintained within the Complex for a business or enterprise other than in the Commercial Units. All

business activities conducted in commercial units shall be conducted in strict accordance with all zoning regulations and requirements set forth by The City of Gulfport, Mississippi, in addition to these documents.

16. Amendments. These Rules and Regulations may be amended or modified by majority vote of the Board of Directors of the Association following a ten (10) day written notice to each member of the Association and following a hearing before the Board of Directors if such hearing is requested by at least twenty-five percent (25%) of the members.

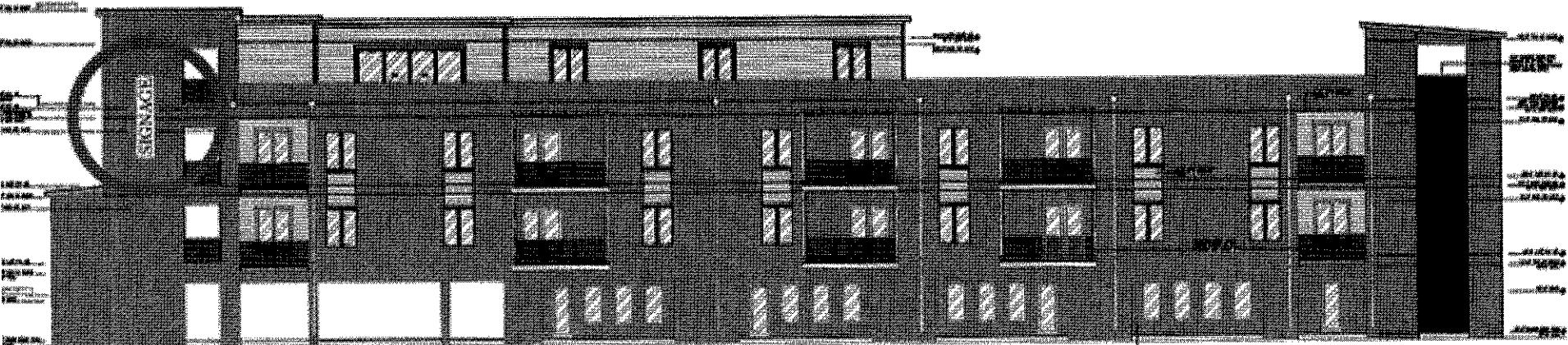
Exhibit "C"
Initial Assessments

Annual assessments for the first year are estimated at \$8.51 per square foot for each unit.

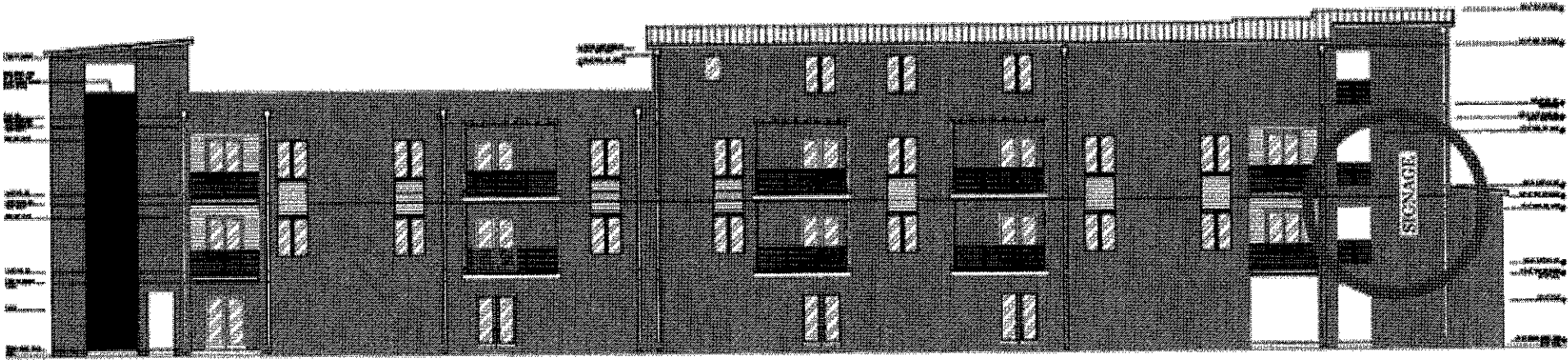
The same may be adjusted in accordance with actual costs incurred.

Exhibit "D"
Allocation of Undivided Interest in Common Areas

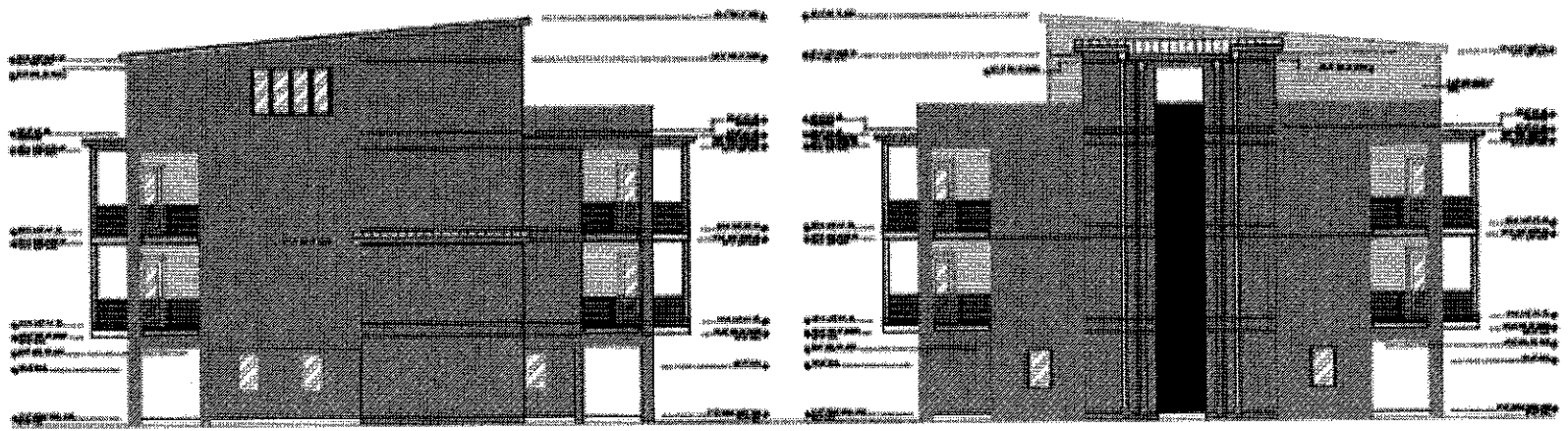
The percentage of common area shall be conveyed to the unit owners in proportion to each of the owner(s) respective shares of the overall square footage.



NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION

WEST ELEVATION

FINAL PLAT OF
**HANDBORO POINTE
CONDOMINIUMS**

BEING A CONDOMINIUM DEVELOPMENT SITUATED IN
SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY
OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON
COUNTY, MISSISSIPPI

Lenders Certification and Dedication:

As lender, Cadence Bank, a Mississippi State Chartered Banking Institution, does hereby agree,
consent, and join in the condominium plat of Handsboro Pointe Condominiums. Execute this this
25 day of September, 2023.

Witness my signature this the 25th day of September, 2023.

Cadence Bank

By: Christopher Romano, Market President

Acknowledgment:

State of Mississippi
County of Harrison

Personally appeared before me, the undersigned authority, in and for the aforesaid County and State,
on this the 25 day of September, 2023, within my jurisdiction, the within named Christopher
Romano, who acknowledged that he is Market President for Cadence Bank, a Mississippi State
Chartered Banking Institution, and that he executed the above and foregoing document on the day
and year set for above, after first being duly authorized to do so.

Notary Public
My commission expires:

OWNER'S CERTIFICATE AND DEDICATION

This is to certify that the undersigned is the owner of record of the land shown on this plat and the
Owner does hereby dedicate the property described herein as a condominium project pursuant to
M.C.A. Section 89-9-1, et. seq., to be governed by the Declaration of Covenants, Conditions and
Restrictions for Handsboro Pointe Condominiums, as the same may be amended and that the common
areas are dedicated to the Condominium Owners Association.

WITNESS MY SIGNATURE ON THIS 25 DAY OF September
2023.

IG DEVELOPMENT, LLC BY IT'S MANAGING MEMBER IVAN SPINNER

BY: IVAN SPINNER
MANAGING MEMBER

ACKNOWLEDGMENT
STATE OF MISSISSIPPI, COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state,
on this the 25 day of September, 2023, within my jurisdiction, the within named Ivan
Spinner, who acknowledged to me that he is managing member of IG Development, LLC, a limited
liability company, and that for and on behalf of said limited liability company, and as the act and deed
of said company, he executed and delivered the above and foregoing instrument, after first having
been duly authorized by said limited liability company so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25th DAY OF September, 2023.

NOTARY PUBLIC

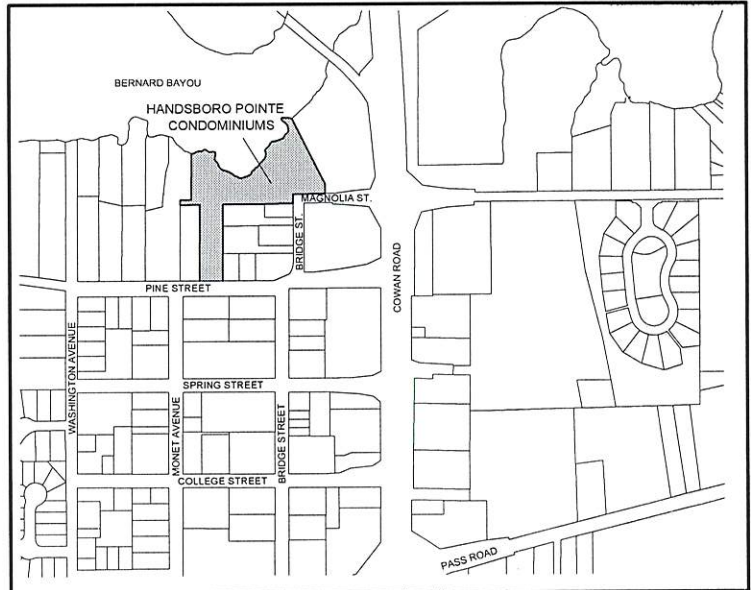
MY COMMISSION EXPIRES:

CITY ENGINEER'S CERTIFICATE OF APPROVAL

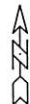
ALL IMPROVEMENTS HAVE BEEN INSTALLED IN ACCORD WITH THE
REQUIREMENTS OF THESE REGULATIONS AND WITH THE ACTION OF THE PLANNING
COMMISSION IN GIVING TENTATIVE APPROVAL OF THE GENERAL SUBDIVISION PLAN.

THE CITY ENGINEER IS HEREBY GIVEN ON THIS _____ DAY OF _____, 2023.

WAYNE E. MILLER, P.E.
CITY ENGINEER



VICINITY MAP
NOT TO SCALE



CERTIFICATE OF APPROVAL AND ACCEPTANCE

THIS CONDOMINIUM PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE MAYOR AND
CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI BY ORDER DULY ADOPTED ON
THE _____ DAY OF _____, 2023, AND ENTERED IN THE OFFICIAL
MINUTES OF THE CITY OF GULFPORT IN MINUTE BOOK NO.: _____ PAGES

CITY OF GULFPORT

BY: _____ DATE OF EXECUTION
BILLY HEWES, MAYOR

BY: _____ DATE OF EXECUTION
F.B. 'RUSTY' WALKER, IV, COUNCIL PRESIDENT

CERTIFICATE OF COMPARISON

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE HAVE COMPARED THIS
DUPLICATE PLAT OF HANDBORO POINTE CONDOMINIUMS
WITH THE ORIGINAL PLAT HEREOF AND FIND THE SAME TO BE AN
EXACT COPY THEREFORE.

WITNESS OUR SIGNATURES ON THIS _____ DAY OF _____
2023.

DEPUTY CLERK

CLIFFORD A. CROSBY, P.L.S. NO. 2539

RECORDING CERTIFICATE

FILED AND RECORDED IN DUPLICATE ON THIS _____ DAY OF _____
2023, IN THE RECORD OF PLATS OF HARRISON COUNTY, MISSISSIPPI IN PLAT
BOOK _____, ON PAGE _____.

JOHN MCADAMS, CHANCERY CLERK

BY: _____ D.C.

SURVEYOR'S CERTIFICATE

I, CLIFFORD A. CROSBY, A REGISTERED PROFESSIONAL LAND SURVEYOR IN AND FOR
THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND
DESCRIPTION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY SIGNATURE ON THIS 25th DAY OF September, 2023.

CLIFFORD A. CROSBY, P.L.S. NO. 2539



CROSBY SURVEYING
PROFESSIONAL LAND SURVEYING
716 LIVE OAK DRIVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-234-1649
EMAIL: cliffordacrosby@gmail.com

BEING A CONDOMINIUM DEVELOPMENT
SITUATED IN SECTION 30, TOWNSHIP 7
SOUTH, RANGE 10 WEST, CITY OF
GULFPORT, FIRST JUDICIAL DISTRICT
OF HARRISON COUNTY, MISSISSIPPI

BEING A CONDOMINIUM DEVELOPMENT
SITUATED IN SECTION 30, TOWNSHIP 7
SOUTH, RANGE 10 WEST, CITY OF
GULFPORT, FIRST JUDICIAL DISTRICT
OF HARRISON COUNTY, MISSISSIPPI

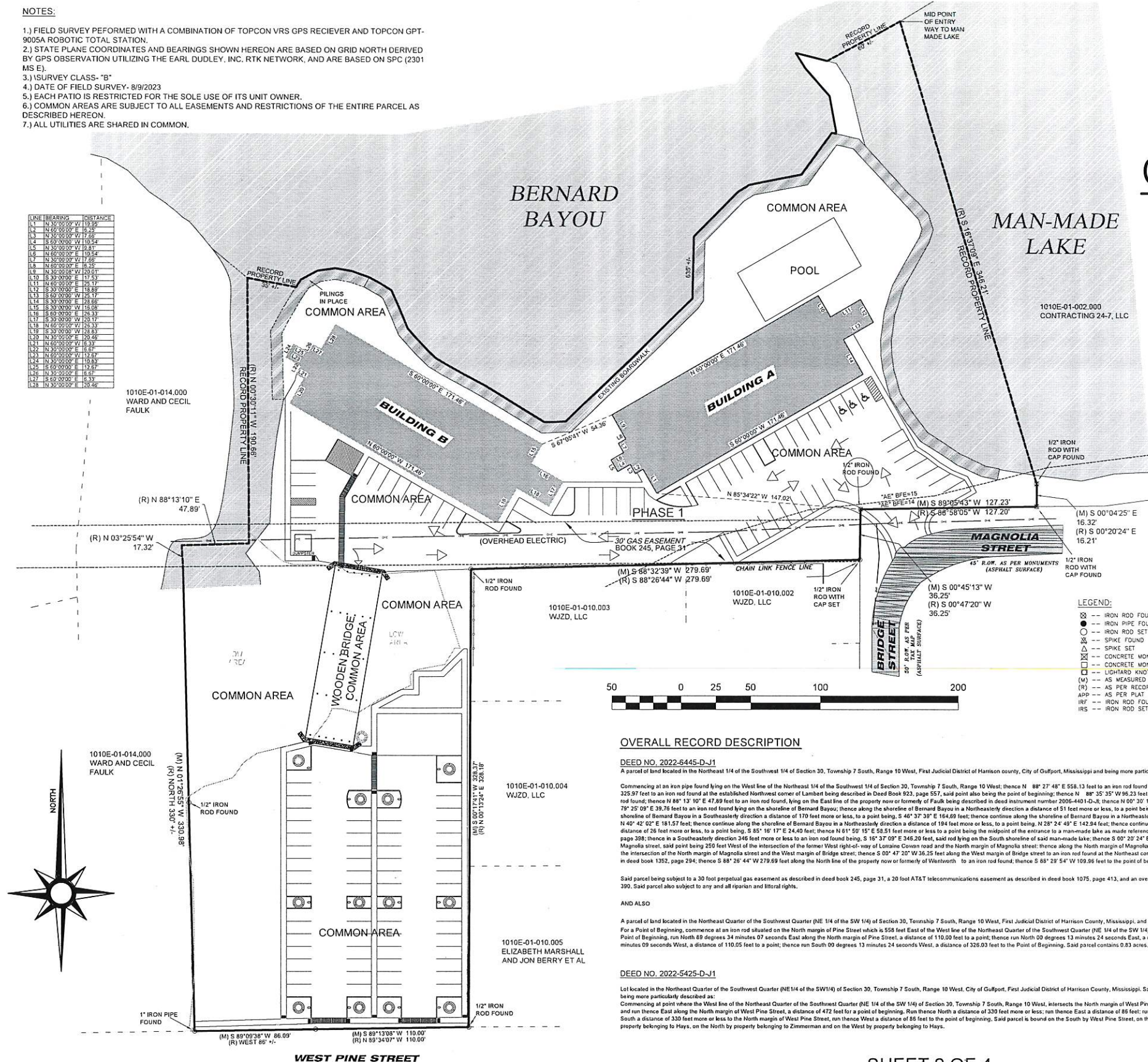
1.) COUNTY TAX MAPS
2.) COUNTY OR CITY GIS WEBSITES
3.) INST. NO. 2019-4092-D-J1

COMMON AREA INCLUDES ALL PARTS OF THE CONDOMINIUM PROPERTY NOT LOCATED WITHIN THE BOUNDARIES OF A UNIT OR DESIGNATED AS LIMITED COMMON AREAS ACCORDING TO INCLUDE ANY OFF STREET AREA, SIDEWALKS AND INFRASTRUCTURES NOT DECLARED AS A UNIT.

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN F.I.R.M. ZONES "AE" WITH BASE FLOOD ELEVATION OF 14 AND IN ZONE "AE" WITH BASE ELEVATION OF ACCORDING TO MAP NUMBER 28047C0269G, DATED 6/16/2009.

ALL BEARINGS AND DISTANCES SHOWN ON THIS PLAT ARE GRID AND ARE BASED ON THE MISSISSIPPI NAD 83 EAST ZONE STATE PLANE COORDINATE SYSTEM AND ARE DERIVED FROM A GLOBAL POSITIONING SYSTEM OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK

LINE	BEARING	DISTANCE
11	N 10°30'00"E	19.25
12	N 66°00'00"E	7.25
13	N 30°00'00"E	6.86
14	N 30°00'00"E	10.84
15	N 30°00'00"E	9.81
16	N 66°00'00"E	19.54
17	N 30°00'00"E	7.85
18	N 30°00'00"E	10.84
19	N 30°00'00"E	20.01
20	S 30°00'00"E	11.53
21	N 66°00'00"E	20.87
22	S 30°00'00"E	13.47
23	S 60°00'00"E	25.17
24	S 30°00'00"E	28.66
25	N 30°00'00"E	15.08
26	S 30°00'00"E	16.83
27	S 30°00'00"E	20.17
28	N 66°00'00"E	25.33
29	N 30°00'00"E	20.87
30	N 30°00'00"E	20.46
31	N 66°00'00"E	6.33
32	N 30°00'00"E	6.67
33	N 30°00'00"E	10.84
34	N 30°00'00"E	10.83
35	S 60°00'00"E	12.67
36	N 30°00'00"E	6.67
37	S 30°00'00"E	10.84
38	N 30°00'00"E	20.46



DEED NO. 2022-6445-D-J1

A parcel of land located in the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 7 South, Range 10 West, First Judicial District of Harrison county, City of Gulfport, Mississippi and being more particularly described as follows:

[illegible]

Said parcel being subject to a 30 foot perpetual gas easement as described in deed book 245, page 31, a 20 foot AT&T telecommunications easement as described in deed book 1075, page 413, and an overhead power line easement described in deed book 244, page 390. Said parcel also subject to any and all riparian and littoral rights.

AND ALSO

A parcel of land located in the Northeast corner of the Southwest quarter of NE 1/4 of the SW 1/4 of Section 20, Township 7 South, Range 10 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

Point of Beginning, commence at an iron rod sketched on the North margin of Pine Street which is 555 feet East of the West line of the Northeast quarter of the Southwest quarter of NE 1/4 of the SW 1/4 of Section 20, Township 7 South, Range 10 West, from said Point of Beginning, run North 49 degrees 34 minutes 49 seconds East along the North margin of Pine Street a distance of 110.00 feet to a point; thence run North 09 degrees 13 minutes 24 seconds East, a distance of 126.18 feet to a point; thence run South 88 degrees 27 minutes 09 seconds West, a distance of 110.05 feet to a point; thence run South 09 degrees 13 minutes 24 seconds West, a distance of 326.03 feet to the Point of Beginning. Said parcel contains 0.83 acres, more or less.

DEED NO. 2022-5425-D-J1

Lot located in the Northeast Quarter of the Southwest Quarter (NE1/4 of the SW1/4) of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi. Said parcel being more particularly described as:

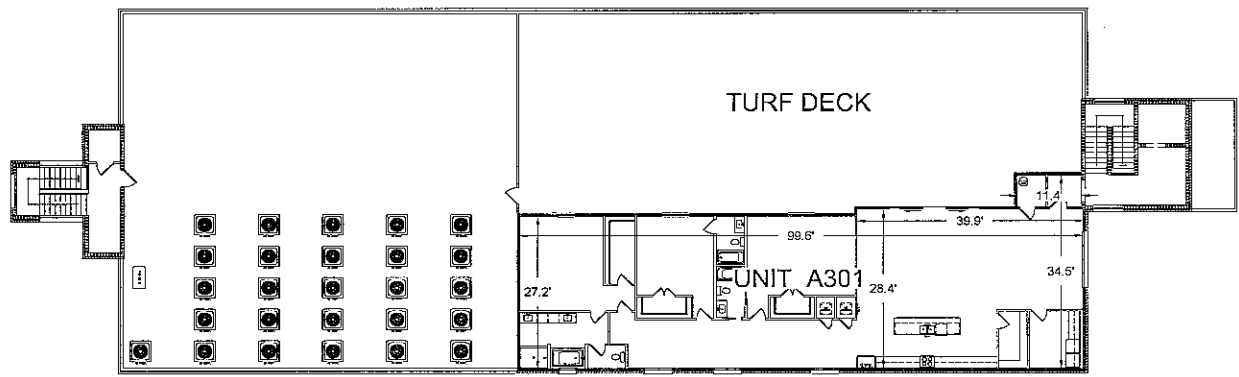
being more particularly described as:

Commencing at the NW corner line of the Not East Quarter of the Southwest Quarter (NE 1/4 of the SW 1/4 of Section 30, Township 7 South, Range 10 West, intersects the North margin of West Pine Street and run thence East along the North margin of West Pine Street, a distance of 472 feet for a point of beginning, run thence North a distance of 330 feet more or less; run thence East a distance of 86 feet; run thence South a distance of 330 feet more or less to the North margin of West Pine Street, run thence West a distance of 86 feet to the point of beginning. Said parcel is bound on the South by West Pine Street, on the East by property belonging to Hays, on the North by property belonging to Zimmerman and on the West by property belonging to Hays.

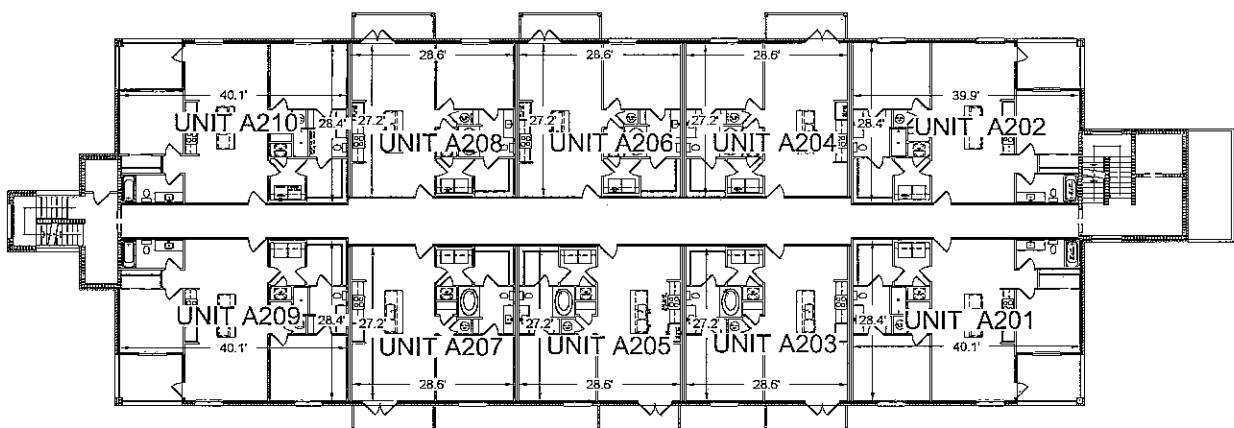


PROFESSIONAL LAND SURVEYING

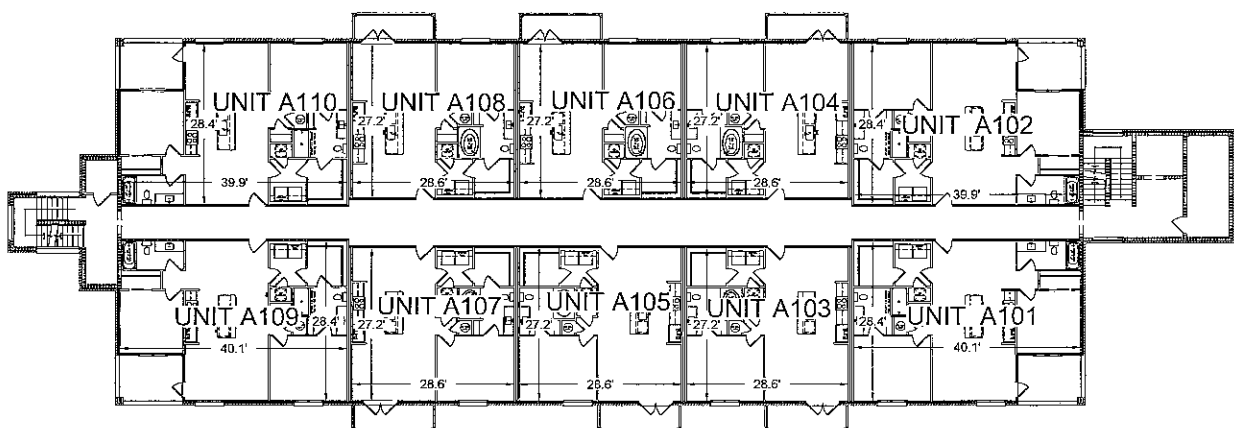
716 LIVE OAK DRIVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-234-1649
EMAIL: cliffordcrosby@gmail.com



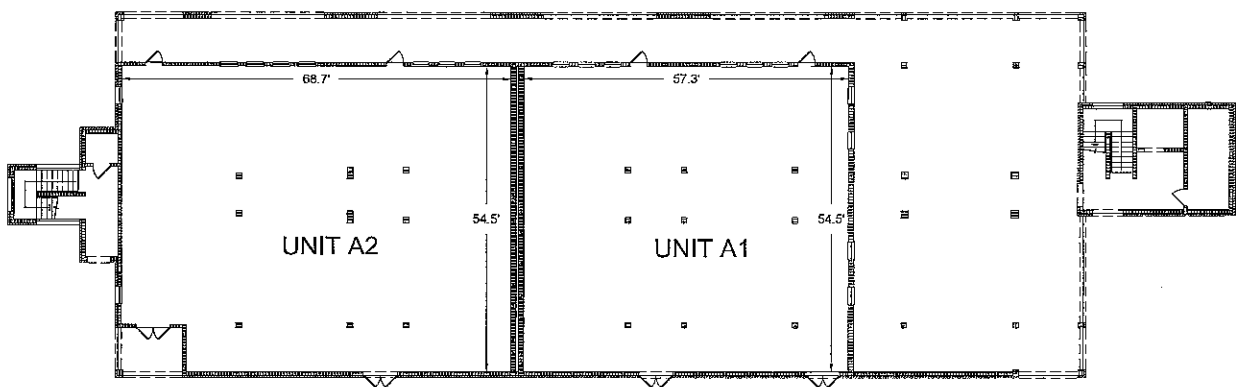
3rd LIVING FLOOR BUILDING A



2nd LIVING FLOOR BUILDING A

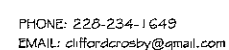
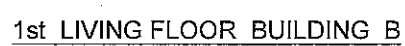
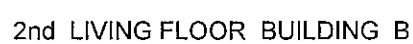


1st LIVING FLOOR BUILDING A



GROUND FLOOR BUILDING A





Prepared by & return to:
Schwartz, Orgler & Jordan, PLLC
12206 Highway 49
Gulfport, MS. 39503
228-832-8550
Our File: 211400

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT



J. J. J. J1 - GULFPORT DISTRICT
Instrument 2022-0006445-D-J1
Filed/Recorded 03/21/2022 3:40:01 PM
Total Fees 26.00
3 Pages Recorded

Index as follows:
Part of the NE 1/4 of the SW 1/4
Section 30, T7S, R10W, Harrison
County, 1st JD, MS

CORRECTIVE WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned,

HANSBORO YACHT CLUB, LLC
A MS Limited Liability Company
P.O. BOX 29
GULFPORT, MS 39502
(228) 860-9824

does hereby sell, convey and warrant unto

IG DEVELOPMENT, LLC
A MS Limited Liability Company
9591 BAYOU BEND
GULFPORT, MS 39503
(662) 954-3500

the following described land and property being located in Harrison County, Mississippi, being more particularly described as follows, to-wit:

ATTACHED HERETO AS EXHIBIT "A"

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and subject to any and all prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners.

TAXES for the current year have been pro-rated as of this date and are hereby assumed by the Grantee herein.

IN WITNESS WHEREOF, HANSBORO YACHT CLUB, LLC has caused this conveyance to be executed by its duly authorized officer, having first been duly authorized to do so, on this the 6th day of July, 2021.

HANSBORO YACHT CLUB, LLC

BY: 
JOEL R. CARTER, SR., Manager

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, JOEL R. CARTER, SR., who acknowledge that he is the Manager of HANSBORO YACHT CLUB, LLC, A MS Limited Liability Company, and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned after having been first duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 6th day of July, 2021.

My Commission Expires:



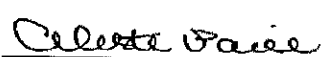

NOTARY PUBLIC

EXHIBIT "A"

A parcel of land located in the Northeast Quarter of the Southwest Quarter (NE 1/4 of the SW 1/4) of Section 30, Township 7 South, Range 10 West, First Judicial District of Harrison county, City of Gulfport, Mississippi and being more particularly described as follows:

Commencing at an iron pipe found lying on the West line of the Northeast Quarter of the Southwest Quarter (NE 1/4 of the SW 1/4) of Section 30, Township 7 South, Range 10 West; thence North 88 degrees 27 minutes 48 seconds East 558.13 feet to an iron rod found lying on the North margin of Pine Street; thence North 00 degrees 12 minutes 18 seconds East 325.97 feet to an iron rod found at the established Northwest Corner of Lambert being described in Deed Book 923 at Page 557, said point also being the point of beginning; thence North 88 degrees 35 minutes 35 seconds West 96.23 feet to an iron rod found; thence North 03 degrees 25 minutes 54 seconds West 17.32 feet to an iron rod found; thence North 88 degrees 13 minutes 10 seconds East 47.89 feet to an iron rod found, lying on the East line of the property now or formerly of Faulk being described in Deed Instrument Number 2006 4401 D-JI; thence North 00 degrees 30 minutes 11 seconds West 190.66 feet to a point within an existing water inlet; thence South 79 degrees 25 minutes 09 seconds East 39.76 feet to an iron rod found lying on the shoreline of Bernard Bayou; thence along the shoreline of Bernard Bayou in a Northeasterly direction a distance of 51 feet more or less, to a point being, North 70 degrees 55 minutes 44 seconds East 50.80 feet; thence continue along the shoreline of Bernard Bayou in a Southeasterly direction, a distance of 170 feet more or less, to a point being, South 46 degrees 37 minutes 39 seconds East 164.69 feet; thence continue along the shoreline of Bernard Bayou in a Northeasterly direction, a distance of 200 feet more or less, to a point being, North 40 degrees 42 minutes 02 seconds East 181.57 feet; thence continue along the shoreline of Bernard Bayou in a Northeasterly direction, a distance of 194 feet more or less, to a point being, North 28 degrees 24 minutes 49 seconds East 142.94 feet; thence continue along the shoreline of Bernard Bayou, in a Easterly direction, a distance of 26 feet more or less, to a point being, South 85 degrees 16 minutes 17 seconds East 24.40 feet; thence North 61 degrees 50 minutes 15 seconds East 58.51 feet more or less to a point being the midpoint of the entrance to a man-made lake as made reference to in that deed to Francis Patrick recorded in Deed Book 1411 at Page 398; thence in a Southeasterly direction 346 feet more or less to an iron rod found being, South 16 degrees 37 minutes 09 seconds East 346.20 feet, said rod lying on the South shoreline of said man-made lake; thence South 00 degrees 20 minutes 24 seconds East 16.21 feet to an iron rod found lying on the North margin of Magnolia Street, said point being 250 feet West of the intersection of the former West right-of-way of Lorraine Cowan Road and the North margin of Magnolia Street; thence along the North margin of Magnolia Street, South 88 degrees 58 minutes 05 seconds West 127.20 feet to an iron rod found lying at the intersection of the North margin of Magnolia Street and the West margin of Bridge Street; thence South 00 degrees 47 minutes 20 seconds West 36.25 feet along the West margin of Bridge Street to an iron rod found at the Northeast Corner of the property now or formerly of Wentworth, being described in Deed Book 1352 at Page 294; thence South 88 degrees 26 minutes 44 seconds West 279.69 feet along the North line of the property now or formerly of Wentworth to an iron rod found; thence South 88 degrees 29 minutes 54 seconds West 109.96 feet to the point of beginning, containing 2.63 acres more or less.

Said parcel being subject to a 30 foot perpetual gas easement as described in Deed Book 245 at Page 31; a 20 foot AT&T Telecommunications easement as described in Deed Book 1075 at Page 413, and an overhead power line easement described in Deed Book 244 at Page 390. Said parcel also subject to any and all riparian and littoral rights.

AND ALSO

A parcel of land located in the Northeast Quarter of the Southwest Quarter (NE 1/4 of the SW 1/4) of Section 30, Township 7 South, Range 10 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

For a Point of Beginning, commence at an iron rod situated on the North margin of Pine Street which is 558 feet East of the West line of the Northeast Quarter of the Southwest Quarter (NE 1/4 of the SW 1/4) of Section 30, Township 7 South, Range 10 West, from said Point of Beginning, run North 89 degrees 34 minutes 07 seconds East along the North margin of Pine Street, a distance of 110.00 feet to a point; thence run North 00 degrees 13 minutes 24 seconds East, a distance of 328.18 feet to a point; thence run South 88 degrees 27 minutes 09 seconds West, a distance of 110.05 feet to a point; thence run South 00 degrees 13 minutes 24 seconds West, a distance of 326.03 feet to the Point of Beginning. Said parcel contains 0.83 acres, more or less.



J1 - GULFPORT DISTRICT
Instrument 2022-0005425-D-11
Filed/Recorded 03/08/2022 3:29:01 PM
Total Fees 26.00
2 Pages Recorded

Prepared By and Return To:
Schwartz, Orgler & Jordan, PLLC
12206 Hwy 49
Gulfport, MS 39503
(228) 832-8550

File#220447

Indexing Instructions:
Pt of Section 30, T7S, R10W,
Harrison County, 1st JD, MS

NE 1/4 of SW 1/4

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

WARRANTY DEED

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

EMILY ANN BINGHAM ANDREWS and husband,
JOSHUA ANDREWS
1204 WEST PINE STREET
GULFPORT, MS 39507
NO PHONE

does hereby grant, bargain, sell, convey and warrant, unto
c/o S O S Law 228 - 832 - 8550

IG DEVELOPMENT, LLC
A MS Limited Liability Company
9591 BAYOU BEND
GULFPORT, MS 39503
(662) 954-3500

the following described property, together with the improvements, hereditaments and appurtenances thereunto situated and located in the County of Harrison, State of Mississippi, and more particularly described as follows, to-wit:

Lot located in the Northeast Quarter of the Southwest Quarter (NE 1/4 of the SW 1/4) of Section 30, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi. Said parcel being more particularly described as:

Commencing at point where the West line of the Northeast Quarter of the Southwest Quarter (NE 1/4 of the SW 1/4) of Section 30, Township 7 South, Range 10 West, intersects the North margin of West Pine Street and run thence East along the North margin of West Pine Street, a distance of 472 feet for a point of beginning. Run thence North a distance of 330 feet more or less; run thence East a distance of 86 feet; run thence South a distance of 330 feet more or less to the North margin of West Pine Street, run thence West a distance of 86 feet to the point of beginning. Said parcel is bound on the South by West Pine Street, on the East by property belonging to Hays, on the North by property belonging to Zimmerman and on the West by property belonging to Hays.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and any prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners of subject property.

Estimated county ad valorem taxes have been prorated between the parties as a part of the consideration for this conveyance. In the event the estimates upon which such proration is based prove to be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 365 day year.

THIS CONVEYANCE is also subject to Zoning and/or other land use regulations promulgated by federal, state or local governments affecting the use or occupancy of the subject property.

WITNESS THE SIGNATURES of the Grantors on this the 7th day of March, 2022.



EMILY ANN BINGHAM ANDREWS

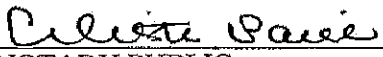


JOSHUA ANDREWS

STATE OF MISSISSIPPI
COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, **EMILY ANN BINGHAM ANDREWS** and husband, **JOSHUA ANDREWS**, who acknowledged that they signed, executed and delivered the above and foregoing instrument as their voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 7th day of March, 2022.



NOTARY PUBLIC

(SEAL)

My Commission Expires:



COMMITMENT FOR TITLE INSURANCE

Issued By

CHICAGO TITLE INSURANCE COMPANY



Chicago Title Insurance Company, a Missouri corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Dated: JULY 3, 2023

Countersigned: _____
Authorized Signatory

72C101 (6/06)
231217 Commitment.wpd

CHICAGO TITLE INSURANCE COMPANY



By:

[Signature]

President

ATTEST

[Signature]

Secretary

ALTA Commitment Form (6/17/06)
Mississippi 06/2007

MEMORANDUM

To: City of Gulfport Planning Commission

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date of Hearing: October 17, 2023

Re: Ordinance - rezoning tax parcel from I-2 (Heavy Industry District) to B-2 (General Business) - Three Rivers Road - Case #2308PC093 - Ward 5. (postponed from 10/3/2023)

Zoning Map Amendment 2308PC093, by agent Travis B. Anderson, Requesting to rezone Tax Parcel 0809B-01-009.000 from I-2 (Heavy Industry district), to B-2 (General Business), Three Rivers Road, Ward 5

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Su-Lin Featherston, Planning Administrator
Urban Development Department

Date: September 15, 2023

Re: Zoning Map Amendment 2308PC093, by agent Travis B. Anderson, Requesting to
rezone Tax Parcel 0809B-01-009.000 from I-2 (Heavy Industry district), to B-2 (General
Business), Three Rivers Road, Ward 5

Planning Commission recommendation: To approve applicant request.

Motion: Mrs. Adolph

Second: Mr. Jones

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Yea
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
BJ SELLERS	– Absent
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Absent
BRYAN JACOBS	– Yea
TIM DAIGLE JR	– Yea
CHRIS ROMANO	– Yea

Action: Motion carried 8-1

Speaking for the Petition:

1. Virgil Gillespie

Speaking against the Petition: Eugene Bach, (other) Ed Stewart

On August 24, 2023, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for October 3, 2023.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2308PC093

Hearing Date: August 24, 2023

Current Zoning/Use: I-2 / Vacant Lot

Legal: Zoning Map Amendment 2308PC093, by agent Travis B. Anderson, Requesting to rezone Tax Parcel 0809B-01-009.000 from I-2 (Heavy Industry district), to B-2 (General Business), Three Rivers Road, Ward 5

TECHNICAL DETAILS

Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable, and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail according to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove, by clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

The applicant requests to rezone approximately 4.6 acres from I-2 (Heavy industry districts) to a B-2 (General Business). Currently the property is vacant and is surrounded by existing I-2 zoning districts with some B-2 zoning districts in the area as well. However, the surrounding area consist of uses that are meant for industrial uses such as; XPO Logistics, Superior Insulation, Moran Hauling. Inc., Airgas Welding, and Safety Products.

According to the City's 2002 Comprehensive Plan, this area was intended to have industrial commercial use in the future land use plan, which is in conflict with the applicant's request. With the zoning change to B-2 (General Business). The applicant's intent is to have the property rezoned and sale the property to use the proceeds for its ministry. The applicant states, "This rezoning will have a very significant and positive impact upon the City of Gulfport and the property in this area. At the present time, there's not much hope that this property would be used as industrial, but since it is on a major commercial thoroughfare, it will develop as commercial and produce ad valorem tax income, sale tax income and employment in this area."

The applicant has chosen public need as justification for change of the current zoning district:

1. Mistake or error is not addressed by the applicant.

Technical Report

Zoning Map Amendment

2. Need is addressed by the applicant as this expansion would provide more revenue as a B-2 (General Business) zoning districts.

EXECUTIVE SUMMARY

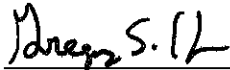
The applicant wishes to rezone the subject site from I-2 (Heavy Industry district) to B-2 (General Business) in order to sale the property to take proceeds for the ministry. The immediate area consist of uses of an industrial zoning district. According to the City's 2002 Comprehensive Plan this area is to remain an Industrial commercial use, which the applicant's request is in direct conflict with the intended use of this area.

Any approval should consider these conditions:

1. Approval allows the property to be rezoned from I-2 (Heavy Industry district) to B-2 (General Business) district.

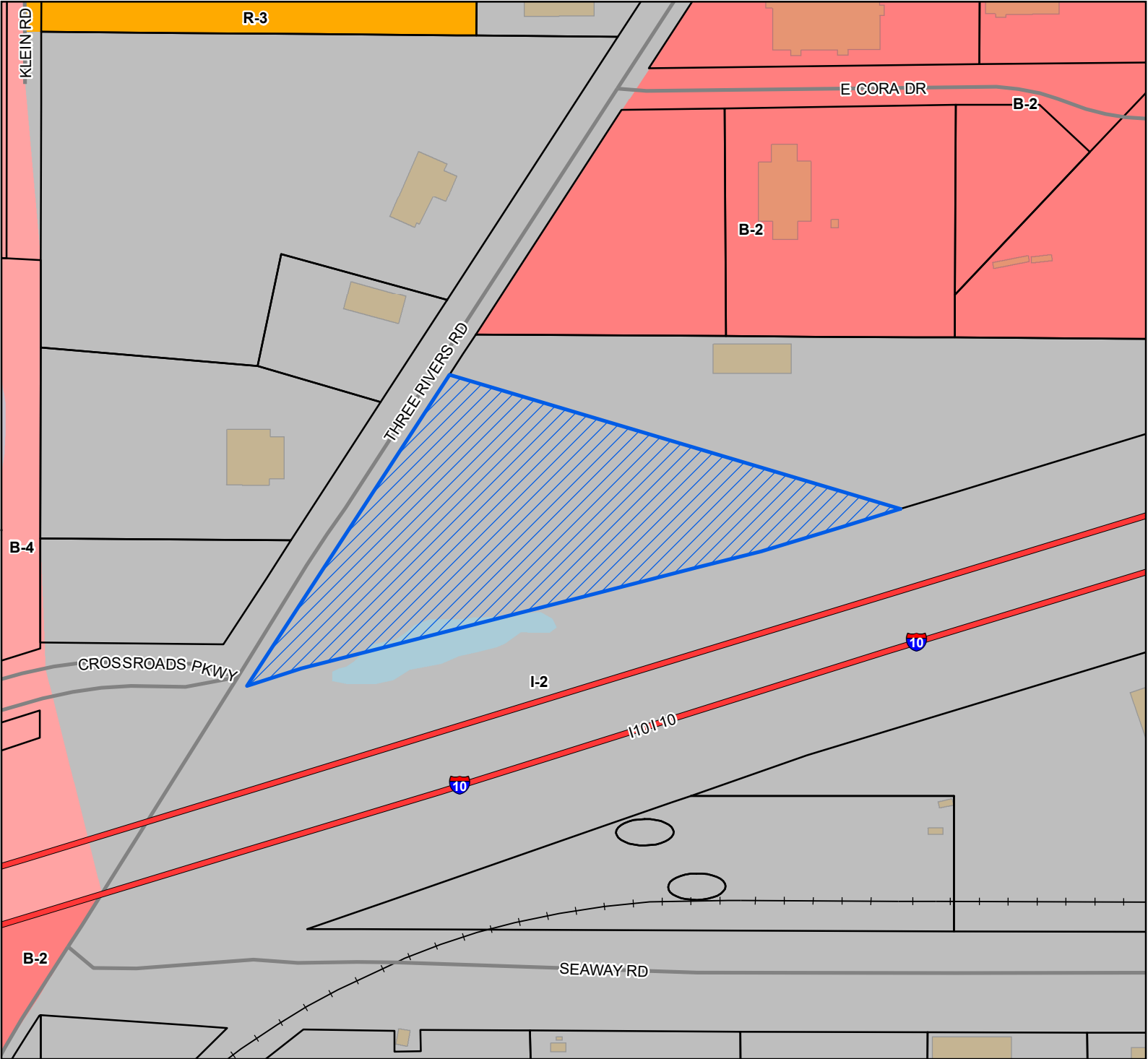
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Holmes

Director of Urban Development Department



Site

Interstate Highway

Street

Railroad

Parcels

Buildings

Water Features

Zoning

B-2 - General Business District

B-4 - Highway Business District

I-2 - Heavy Industry District

R-3 - General Residence (High Density)

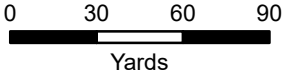
Site Information

0809B-01-009.000

Zoning: I-2 (Heavy Industry)

Size: 4.02 acres

Flood: AE



1 inch = 200 feet



DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.



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

**APPLICATION FOR ZONING MAP
AMENDMENT/LAND USE
RECLASSIFICATION (SMARTCODE)**
Property Information

TAX PARCEL #

0	8	0	9	B

 -

0	1

 -

0	0	9

 •

0	0	0

(If necessary, use separate sheet of paper)

For Staff Use Only

Case File #: 2308PC093
Date Received: 07/26/23
Receipt #: _____
Received By: DD / GH
Zoning: I-2
Ward: 5 Flood: AE

Address of Property Involved: Three Rivers Road, Gulfport, MS.

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

General Location: NE Corner of Three Rivers Road and I-10.**GENERAL DESCRIPTION OF REQUEST:**Change Zoning from Industrial (I-2) to B-2 Commercial.**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

AGENT

Hillside Baptist Church

Printed Name Of Owner

12178 Highway 49

Mailing Address

Gulfport MS 39503

City State Zip code

(228) 323-2802

Home Phone Work/Cell Phone

hillside7907@att.net

Email

Signature Of Owner

Travis B. Anderson

Printed Name Of Agent

12178 Highway 49

Mailing Address

Gulfport MS 39503

City State Zip code

(228) 323-2802

Home Phone

Work/Cell Phone

hillside7907@att.net

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.

GILLESPIE LAW FIRM

VIRGIL G. GILLESPIE

June 29, 2023

City of Gulfport
Urban Development-Planning Division
1410 24th Ave.
Gulfport, MS 39501

Re: Application for Zoning Map Amendment
Tax Parcel No. 0809B-01-009.000
Filed on behalf of Hillside Baptist Church as Owner and Travis B. Anderson as Agent

Gentlemen:

I enclose herewith the following:

1. Application for Zoning Map Amendment Page 1 signed by the Owner and Agent;
2. Deed to all of the property showing it to be owned by Hillside Baptist Church, the Owner;
3. Supplement No. 1: Change and Need;
4. Supplement No. 2: Interest of Agent;
5. Supplement No. 3: Development Schedule;
6. Supplement No. 4: Effect of Rezoning;
7. Supplement No. 5: Statement regarding transportation facilities, water, sewer, etc.;
8. Gulfport Zoning Map showing the properties involved;
9. Consent action of Hillside Baptist Church authorizing this filing;
10. Agent authorization form whereby Hillside Baptist Church appoints Travis B. Anderson as Agent; and
11. Check for \$175.00 as a filing fee. c

Thank you for your attention in this matter.

Yours very truly,



VIRGIL G. GILLESPIE
Attorney at Law

VGG/ah
Enclosures: As stated above.
Cc: Hillside Baptist Church

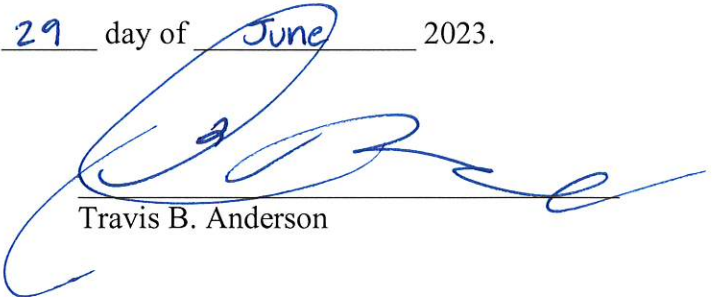
CONSENT ACTION OF HILLSIDE BAPTIST CHURCH,
A MISSISSIPPI NONPROFIT CORPORATION

This Consent Action is executed by Travis B. Anderson, President of the corporation.

The corporation does hereby approve and ratify the application for zoning map amendment to be filed with the City of Gulfport to rezone Tax Parcel No. 0809B-01-009.000 from industrial (I-2) to B-2 commercial. This tax parcel is owned by Hillside Baptist Church.

I fully authorize myself as agent and Attorney, Virgil G. Gillespie, to file this application and to pursue this application to conclusion.

Witness my signature and seal this the 29 day of June 2023.



Travis B. Anderson

AGENT AUTHORIZATION FORM

PROPERTY LEGAL DESCRIPTION:

4.6 Acres on the Northeast corner of Three Rivers Road and I-10

Tax Parcel No. 0809B-01-009.000

Property Owner: Hillside Baptist Church, a Mississippi nonprofit corporation

The undersigned, registered property owners of the above noted property, do hereby authorize

Travis B. Anderson

(Agent)

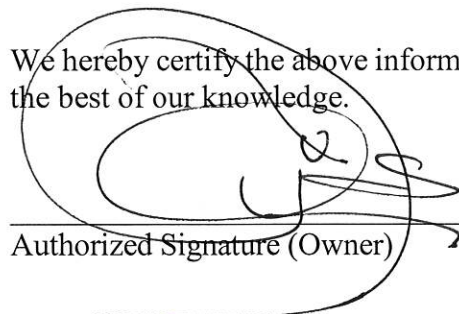
to act on my behalf and take all actions necessary with the Gulfport Planning and Zoning Department for the purposes of seeking to change zoning from Industrial (I-2) to B-2 Commercial.

Property Owner's Address (if different than property above):

12178 Highway 49, Gulfport, MS 39503

Telephone: (228) 323-2802

We hereby certify the above information submitted in this application is true and accurate to the best of our knowledge.



Authorized Signature (Owner)

Date: June 29, 2023



Notary

Date: 6/29/23



SUPPLEMENT NO. 1 TO APPLICATION FOR ZONING MAP AMENDMENT

CHANGE AND NEED

The subject property consists of 4.6 acres. It is located on the Northeast corner of Three Rivers Road and Interstate Highway 1-10. It is well known that Three Rivers Road, from its southern beginning at Airport Road to Dedeaux Road, is a major commercial corridor in the city of Gulfport, MS.

Apparently, this small area of industrial zoning was zoned industrial at the time the Seaway area was zoned industrial, but this got cut off from that industrial area by I-10. Everything in the immediate area is zoned B-1, B-3, R-4, R-0, B-2 and even highway commercial for that area of Three Rivers Road south of the interstate. Since the industrial area, there has been major commercial development and expansion along Three Rivers Road in the immediate area of the subject property.

Need is shown by the fact that everything around this property is developing as commercial, and the traffic count is very heavy at this location. Traffic count is essential for commercial but is not important for industrial. Traffic count draws commercial business, hence need. Traffic count does not draw industrial business.

SUPPLEMENT NO. 2 TO APPLICATION FOR ZONING MAP AMENDMENT

INTEREST OF AGENT

In this case, the agent is the pastor of the applicant, Hillside Baptist Church.

SUPPLEMENT NO. 3 TO APPLICATION FOR ZONING MAP AMENDMENT

DEVELOPMENT SCHEDULE

There is no current development schedule as the church intends to list this property for sale at its highest and best use of general commercial and use the proceeds for its ministry.

SUPPLEMENT NO. 4 TO APPLICATION FOR ZONING MAP AMENDMENT

EFFECT OF REZONING

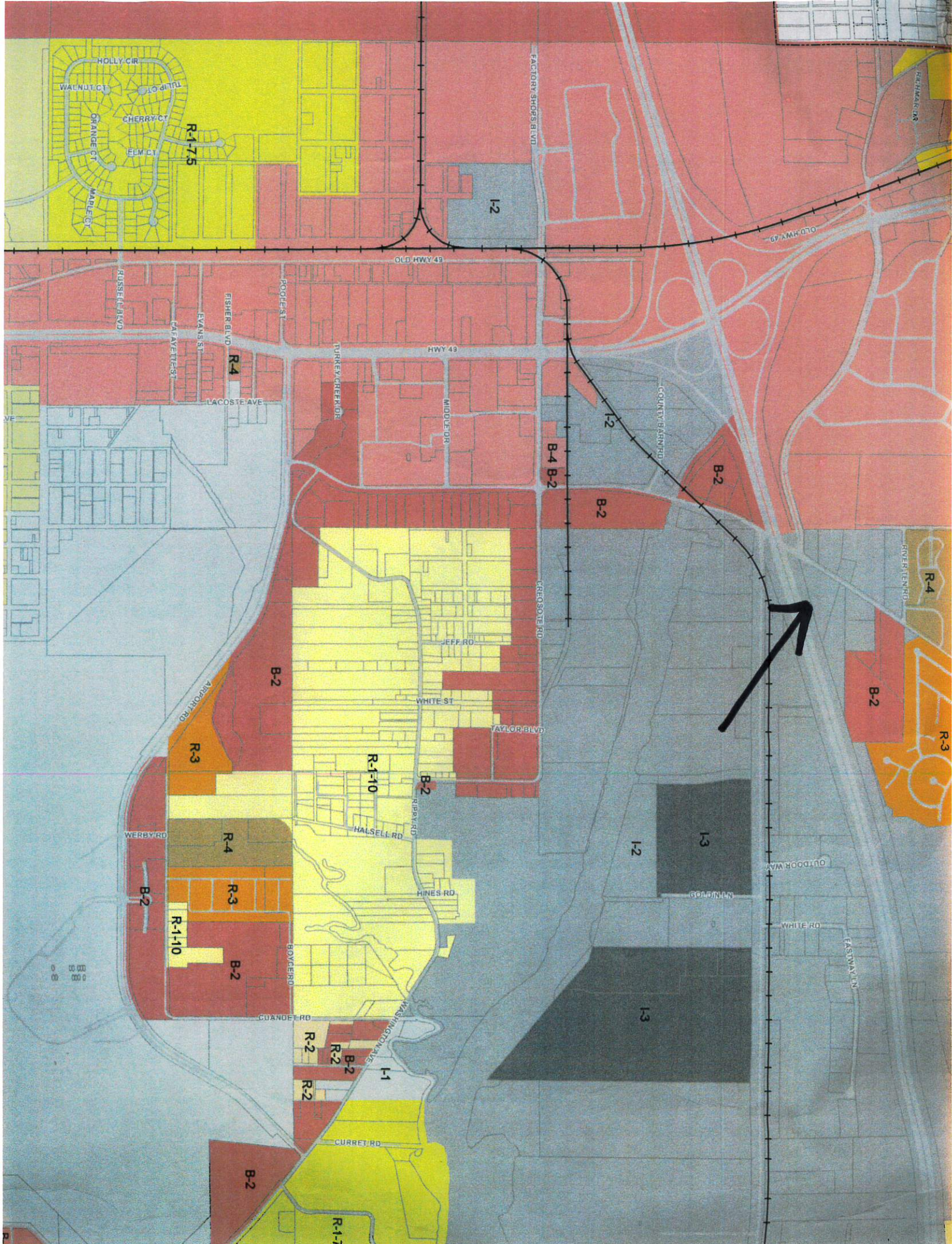
This rezoning will have a very significant and positive impact upon the City of Gulfport and the property in this area. At the present time, there's not much hope that this property would be used as industrial, but since it is on a major commercial thoroughfare in a fast-growing area, it will develop as commercial and produce ad valorem tax income, sale tax income and employment in this area.

SUPPLEMENT NO. 5 TO APPLICATION FOR ZONING MAP AMENDMENT

The property to be rezoned is situated with excellent transportation facilities located on Three Rivers Road.

The property is served by city water, sewer, and garbage collection and is also served by city fire protection.

This rezoning is consistent with the orderly and appropriate development of the area where it is located and, as previously stated, commercial zoning is the highest and best use of this property.





John 1st Judicial District
Instrument 2020 19 D -J1
Filed/Recorded 1/ 2/2020 12:59 N
Total Fees \$ 26.00
3 Pages Recorded

Prepared by:
Andrew Marion,¹ PLLC
Attorney-at-Law
1919 23rd Ave.
P.O. Box 863
Gulfport, MS 39502
(228)-865-9047
MS Bar # 1866

Return to:
Andrew Marion, PLLC
Attorney-at-Law
1919 23rd Ave.
P.O. Box 863
Gulfport, MS 39502
(228)-865-9047
File # 19-118

**STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT**

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged,

**Picou Enterprises, Inc
9344 Three Rivers Road
Gulfport, MS 39503
228-365-9898**

does hereby sell, convey and quitclaim unto

**Hillside Baptist Church
12178 Hwy 49
Gulfport, MS 39503
(228)-832-7907**

that certain tract, piece or parcel of land situated and being located in Harrison County, State of Mississippi, more particularly described as follows, to-wit:

(See Exhibit A attached, Page 3)

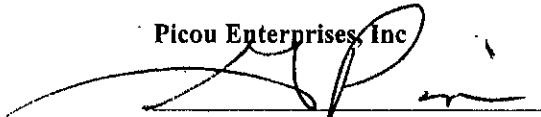
TITLE NOT EXAMINED

INDEXING INSTRUCTIONS: SW 1/4 of NW1/4 15-7-11

THIS CONVEYANCE is subject to any prior reservation or conveyance of oil, gas or other mineral rights and subject to all easement restrictions, reservations and covenants of record.

IT IS AGREED and understood that the taxes for the current year are assumed by the Grantee.

WITNESS THE SIGNATURE of the above corporation by its authorized representative after being duly authorized so to execute and deliver the same, this the 10th day of June, 2019.

Picou Enterprises, Inc


Gregory K. Picou
President

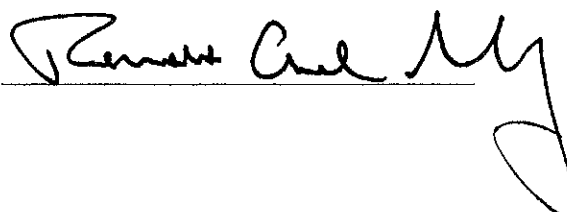
**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the above stated jurisdiction, the within named **Gregory K. Picou**, who acknowledged that he is **President of Picou Enterprises, Inc, A Mississippi Corporation**, and that for and on behalf of said corporation, and as its act and deed he executed the above the foregoing Quitclaim Deed, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the 10th day of June, 2019.

MY COMMISSION EXPIRES:

NOTARY PUBLIC



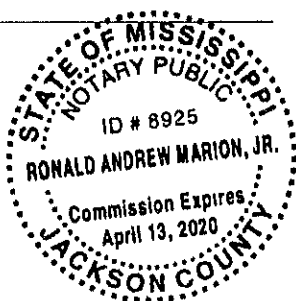


Exhibit "A"

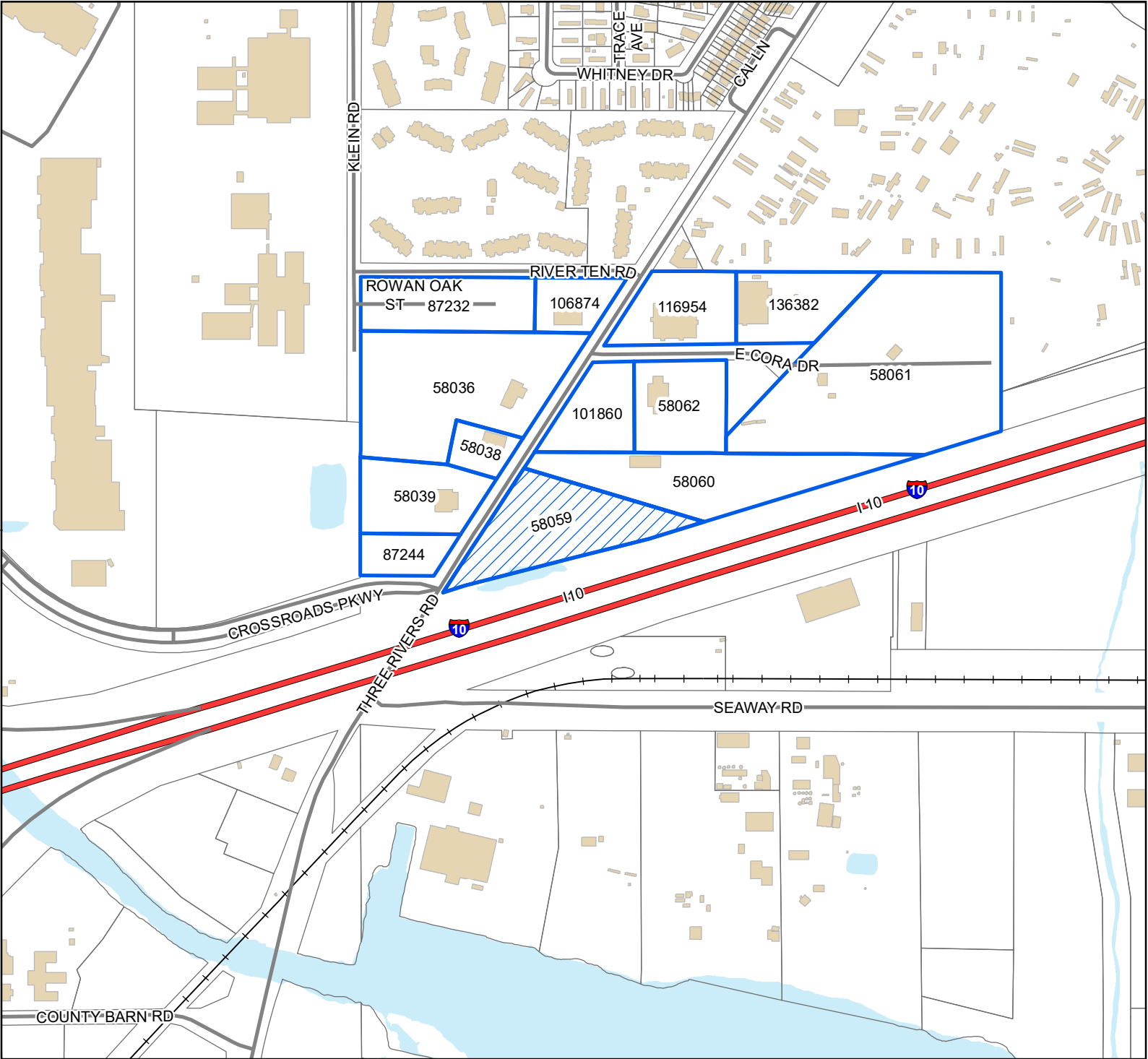
A parcel of land located in the SW 1/4 of NW 1/4 of Section 15-7-11, Harrison County, Mississippi.

Commencing at the NW corner of the SE 1/4 of NW 1/4 of Section 15-7-11, Harrison County, Mississippi. Proceed thence S 45° 14' W, 1,014.4' for a point of beginning. Said point of beginning being the intersection of the most easterly margin of Three Rivers Road and the center line of a 130' Mississippi Power Company easement.

From said point of beginning proceed thence along the center line of said easement on a bearing and distance of S73° 53'E, 691.1' to the intersection of said center line and the most northerly margin of Interstate 10; thence, along the most northerly margin of Interstate 10 on a bearing and distance of S73° 42'W, 1028.3' to the intersection of the most northerly margin of Interstate 10 and the most easterly margin of Three Rivers Road; thence, along the most easterly margin of Three Rivers Road on a bearing and distance of N33° 24'E, 572.8' to the point of beginning.

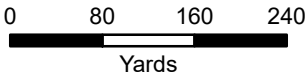
This being the same property conveyed to the Grantor by deed recorded as instrument number 2008-6130-D-J1.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			HILLSIDE BAPTIST CHURCH(OWNER)	12178 HWY 49	GULFPORT	MS	39503
			TRAVIS B ANDERSON(AGENT)	12178 HWY 49	GULFPORT	MS	39503
			Adjacent Property Owners(2308PC093)				
87244	0809B-03-021.000		GULF SOUTH PIPELINE COMPANY LP	P O BOX 20008	HOUSTON	TX	77046
58061	0809B-01-005.000		CAMPGROUND OF THE SOUTH LLC	10406 THREE RIVERS RD	GULFPORT	MS	39503
106874	0809B-03-017.001		AIRGAS USA LLC	2015 VAUGHN ROAD	KENNESAW	GA	30194
58062	0809B-01-007.000		ECOLE PROPERTIES LLC ETAL	4712 WOODLAND AVE	METAIRIE	LA	70002
58039	0809B-03-020.000		CON-WAY TRANSPORTATION SERVICES INC	P O BOX 4138	PORTLAND	OR	97208
58036	0809B-03-018.000		BP INVESTMENTS LLC	11514 TREELAWN ST	GULFPORT	MS	39503
58038	0809B-03-019.000		ESTES CHRISTOPHER N	23 KEYSER LN	GULFPORT	MS	39507
58060	0809B-01-006.000		THREE RIVERS ROAD LLC	4712 WOODLAND AVE	METAIRIE	LA	70002
101860	0809B-01-006.001		ECOLE PROPERTIES MS LLC ETAL	4712 WOODLAND AVENUE	METAIRIE	LA	70002
136382	0809B-01-005.003		MISS REGIONAL HOUSING AUTH # VIII	10430 THREE RIVERS RD	GULFPORT	MS	39503
87232	0809B-03-017.000		RJJ PROPERTIES LLC	10 BAYOU PLACE	GULFPORT	MS	39503



Legend

- Site
- Adjacent Properties
- Interstate Highway
- Street
- Railroad
- Buildings
- Water Features



1 inch = 500 feet



DATA DISCLAIMER: All information that is provided on this map is believed to be correct. However, no liability is assumed by the City of Gulfport for errors in substance or form of any of the materials published on this map. The GIS Division, City of Gulfport, provides the information represented on this map as a service to the community and makes every effort possible to provide quality information. However, no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the information contained on this map are expressed or implied.

RE: Zoning Map Amendment 2308PC093, by agent Travis B. Anderson, Requesting to rezone Tax Parcel 0809B-01-009.000 from I-2 (Heavy Industry district), to B-2 (General Business), Three Rivers Road, Ward 5

To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, August 24, 2023**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas/> then click the City of Gulfport Planning Commission for **Thursday, August 24, 2023**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. The application is available for viewing in the Planning Division office at 1410 24th Avenue.



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
33468	452408	Print Legal Ad-IPL01342620 - IPL0134262		\$77.50	2	46 L

Attention: JESSICA VERSIGA

GULFPORT CITY HALL
1410 24 TH AVENUE
GULFPORT, MS 39501

jversiga@gulfport-ms.gov

LEGAL NOTICE PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, August 24, 2023 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Zoning Text Amendment 2301PC008, by City of Gulfport, Amendments to the Accessory Building Ordinance Sec. IV. Supplementary regulations. (2) Accessory building; to consider changes to limitations on size, height, setbacks, number allowed, and definitions.

Zoning Text Amendment 2302PC016, by agent David P. Sullivan, Amendments to the Comprehensive Zoning Ordinance, as amended, to amend Section III (K) , (2) to allow, with Planning Commission Approval, a medical cannabis dispensary use in T4+ zoning districts.

General Plan 2307PC083, by agent Elliott Homes LLC, Tax Parcel 10100-02-050.000, seeking approval of General Plan for a new 78-lot subdivision (Palm Heights) at 1856 Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2
General Plan 2308PC091, by agent Kenneth Jones, Tax Parcel 1009N-01-004.000, seeking approval of a General Plan for a 102-lot townhouse subdivision with 5-out parcels, (The Island Townhomes) located on East Taylor Road, Zoned R-2 (Single-family), Ward 5

Zoning Map Amendment 2308PC093, by agent Travis B. Anderson, Requesting to rezone Tax Parcel 0809B-01-009.000 from I-2 (Heavy Industry district), to B-2 (General Business), Three Rivers Road, Ward 5

Zoning Map Amendment 2308PC099, by agent Josh Fleming/Elliott Homes LLC, Requesting to rezone Tax Parcel 0908M-01-004.002 from B-2 (General Business) to R-4 (Multi-family residence district), Stewart Road, Ward 5

Zoning Map Amendment 2308PC104, by agent Heinrich & Associates, requesting to rezone Tax Parcel 0810K-01-005.002 from I-1(Light Industry) to I-2(Heavy Industry), 3420 Giles Rd, Ward 3

This the 2nd day of August 2023
Keith Williams, Chairman
City of Gulfport Planning Commission
IPL0134262
Aug 6 2023

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:
08/06/23

Affidavit further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

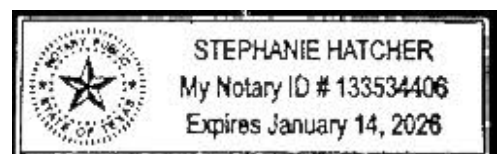
Stefani Beard

Sworn to and subscribed before me this 7th day of August in the year of 2023

Stephanie Hatcher

Notary Public

* The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

1 CITY OF GULFPORT PLANNING COMMISSION

2
3 Zoning Map Amendment 2308PC0934 TRANSCRIPT OF HEARING

5 August 24, 2023

6 *****

7 TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT

8 PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,

9 GULFPORT, MISSISSIPPI, ON THE 24TH DAY OF AUGUST 2023

10 COMMENCING AT 4:30 P.M. AND REPORTED BY

11 NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

12 *****

13 COMMISSION MEMBERS PRESENT:14 KEITH WILLIAMS, President
15 WILLIAM "PRINCE" JONES
16 VIRGINIA ADOLPH
17 CHARLIE HEWES
18 HAROLD SPANN
19 TIMOTHY DAIGLE, JR.
20 BRYAN JACOBS
21 CHRIS ROMANO22 STAFF PRESENT:23 GREG HOLMES
24 SU-LIN FEATHERSTON
25 RHONDA GADDIS
SAMUEL SWEETING26 ALSO PRESENT:27 MARGARET MURDOCK, ESQ.
28 City Attorney

1 H2.2. Zoning Map Amendment 2308PC093

2 MS. GADDIS: Zoning Map Amendment 2308PC093
3 has been duly and timely noticed as required by law. The
4 applicant is requesting to rezone from I-2 heavy industry to
5 B-2 general business at Three Rivers Road, Ward 5. A copy
6 of the packet Exhibit A considered is hereby offered to the
7 record.

8 MR. WILLIAMS: All right. Thank you.

9 Virgil, is this you? All right.

10 MR. GILLESPIE: I'm Virgil Gillespie, 1901
11 24th Avenue, Gulfport, Mississippi.

12 I'm here doing something I've never done
13 before. I'm asking you all to downzone a piece of property.

14 I think you all can see where the property
15 is. If you're traveling north on Three Rivers Road from
16 Creosote there, you come up and you can see right before you
17 go to the interstate, you can go down the Industrial Canal
18 or you can go under it, and right on the other side is a 4.2
19 acre tract of land owned by Hillside Baptist Church.

20 The property is unimproved. It's a large
21 piece of property, triangular shaped. And they are wanting
22 to sell the property, and they want to get the best price
23 they can for it. And they consider and I consider that the
24 proper zoning for this piece of property, rather than heavy
25 industrial, is B-2 commercial. This is a commercial area.

1 I think, quite frankly, that the zoning was
2 zoned over from the Industrial Canal. It should not have
3 ever been zoned that way. I don't know whether it was zoned
4 that way and I-10 cut it or what happened.

5 But if y'all would just remember driving up
6 and down that way, this is an area that could be
7 neighborhood commercial, not heavy industrial.

8 And we think that it's more compatible with
9 the uses that are allowed under B-2 than those under
10 industrial. We think it will draw a more compatible type of
11 business, the type of business that will employ more people.
12 It will give more benefits to the people in the community.
13 Quite frankly increase the tax revenue.

14 And I can't imagine anybody opposing
15 downzoning this from industrial to B-2. But that's about
16 all I got to say about it.

17 Shortest I've ever spoken.

18 MR. WILLIAMS: Any questions of the
19 applicant?

20 MS. ADOLPH: I can't believe it.

21 MR. HEWES: Mr. Gillespie, out of curiosity,
22 do they have a current buyer for it, and, if so, would it
23 be someone that would fall into something that would fit
24 locally with industrial, maybe even fold over like the Cross
25 Gates area.

1 MR. GILLESPIE: If they have a current buyer
2 for it, I'm not aware of it.

3 MR. HEWES: Okay. Thank you.

4 MR. WILLIAMS: And my question is, the gray
5 area is all the I-2, so it's obviously across the street
6 from this property to the west is I-2 zoning.

7 MR. GILLESPIE: Right.

8 MR. WILLIAMS: But isn't that commercial
9 businesses there, if I remember correctly?

10 MR. GILLESPIE: It's mostly commercial.

11 MR. WILLIAMS: Okay. All right.

12 MR. GILLESPIE: It's not industrial.

13 MR. WILLIAMS: All right. Any other
14 questions of the applicant?

15 If we have some, we'll bring you back up.

16 Anyone else here to speak for the request?

17 Anyone here to speak against this request or
18 have questions on it?

19 Yes, sir.

20 MR. BOCK: Good evening. My name is Gene
21 Bock. I'm from New Orleans, 600 Port of New Orleans Place,
22 Apartment 5C.

23 I own some property on Three Rivers Road and
24 East Core Lane which is four acres just north of this
25 property in question.

1 And I just wanted to -- first time I've been
2 before a body like this regarding zoning, so I didn't really
3 -- I'm not fully familiar with the procedures as far as what
4 you can and can't do.

5 MR. WILLIAMS: That's all right. Just make
6 your comments, that will be fine.

7 MR. BOCK: I just had some questions really
8 regarding three issues really I was thinking about.

9 Our property has some issues with draining --
10 drainage, and I was just curious if this was changed, the
11 zoning was changed, if we'd have an issue with future
12 development where they raise the elevation because all the
13 water drains towards the interstate from all of the
14 property, from East Core all the way to the interstate. All
15 the water moves south.

16 And I was just concerned that if it was
17 developed, you know, as a commercial as opposed to
18 industrial if they, you know, raised it for building on the
19 site, if that would be, you know, part of the problem that
20 would be addressed in considering a change in the zoning.

21 The second thing is that the property at the
22 blue triangle that we're discussing is also encumbered by --
23 there's two major power lines, there's one sewage line, and
24 there's one gas line, 24 inch gas line that runs across it.
25 So of the four acres, probably the usable property that you

1 could actually build something on is maybe one acre.

2 And, you know, just curious as far as like
3 if, you know, by reconfiguring the property, if any of these
4 things would have to be moved and, you know, change the
5 direction of any of the power service or anything.

6 The third item is just the traffic. Right
7 now, the traffic on Three Rivers Road is increased
8 tremendously in the past few years, and there's a traffic
9 light, you know, by the Cross Gates and the shopping center.
10 And the traffic backs up there already. And I was wondering
11 if there would be plans where they do something like this
12 because changing from industrial to commercial you'd have
13 more vehicles that would probably be ingressing and
14 egressing from the property. I was wondering if that was
15 something that would also be considered by the traffic
16 management people that as far as putting in additional
17 traffic lights to make it easier for people to get in and
18 out from those properties on the east side of Three Rivers
19 Road.

20 And that's about it. Those are my concerns.
21 I just wanted to bring something forward before you guys
22 that, you know, so it would be something that if it's
23 important enough to be considered or if it's even within the
24 purview of your jurisdiction to do that.

25 So that's it.

1 MR. WILLIAMS: Okay. Good deal. Thank you,
2 sir. Appreciate it. You did good. Thank you.

3 MR. BOCK: Okay. Thank you so much.

4 MR. WILLIAMS: Anyone else to speak against
5 it or have questions?

6 Yes, sir.

7 MR. STEWART: Ed Stewart, 13320 C&C Ranch
8 Road, Gulfport.

9 All right. I'm the fourth generation out of
10 the Dedeaux family, so that property I know about probably
11 as good as anybody.

12 There's two 24-inch high pressure gas lines
13 that come through the property and three servitudes. One
14 sewer 16-inch, two major power services that go all the way
15 to the power company.

16 After Katrina, those structures were downed
17 where they want to put a dwelling. And then they had to
18 come in and rebuild all that. And that's where the two
19 structures cross Interstate 10 and they're really hard to
20 get back up into place, you know, so you got to have room to
21 work on it. If those structures don't get back up, there
22 ain't none of us got no power.

23 And the people really don't have a plan of
24 what they're going to do, you know, as far as drainage, flow
25 lines, where's the water going to go. There's two pipes

1 under the interstate. It's a major overpass there that is a
2 big levy of dirt. There's two 24-inch pipes that take all
3 that water out of there. And right now, we don't have
4 enough drainage relief there now.

5 I think they putting the cart in front of the
6 horse to not know exactly what they're going to do. And
7 that's really about all I got.

8 MR. WILLIAMS: All right. Thank you, sir.
9 Appreciate it.

10 Anyone else here to speak against or have
11 questions on this?

12 All right. Ms. Su-Lin, I'm going to throw
13 this to you for a second. On the drainage, I mean,
14 obviously this is a rezoning, so the drainage and any future
15 development and those type things, we would have to look at
16 it. But I thought the comment the gentleman made about it
17 going from industrial to a commercial development, that's a
18 little bit different when you look at it. So I'm going to
19 ask you to mention that.

20 And then with the power lines and the gas
21 line and those things on it, obviously all that's going to
22 -- for future development has got to be taken into
23 consideration, you can't build under, on, you know, those
24 things and all.

25 So as a planning department, what kind of

1 response would you have on those couple of things here?

2 MS. FEATHERSTON: Sure. So it's very hard at
3 this moment because there's no proposed development to go on
4 this parcel.

5 However, if the zoning map amendment were to
6 happen, and then someone would decide that they do want to
7 build upon that parcel, then the urban development has done
8 a preliminary design meaning that applicants can do. And
9 what that does is you bring your proposed to the planning
10 department, and we invite the other departments that have a
11 say in construction, such as engineering, public works,
12 fire, police, building code and all that. And at that time,
13 those concerns would be addressed by the departments
14 themselves after looking at the proposal saying that
15 anything that would need to be done as far as the concerns
16 with the water and and the sewer and all that would be
17 addressed by the appropriate departments that can answer
18 those questions.

19 MR. WILLIAMS: All right. Very good answer.
20 Thank you. Appreciate it.

21 All right. Commissioners, any other
22 questions? Any other questions? All right.

23 If not, do we possibly have a motion?

24 MS. ADOLPH: Mr. Chairman, I offer a motion
25 to approve Zoning Map Amendment 2308PC093.

1 MR. WILLIAMS: Got a motion. And do I have a
2 second? I have a motion to approve. Do I have a second?

3 MR. JONES: Second.

4 MR. WILLIAMS: All right. Got a motion and a
5 second to approve. Got any discussion on that motion?

6 All right. If not, can I get a vote? All
7 those in favor of approving the rezoning signify by saying
8 aye. Any opposed?

9 All right. So it's been approved. Thank
10 you. And thank you all. Appreciate it. So we'll address
11 some of that with some of the future development of it.
12 Thank you all.

13 (Unanimous vote.)

14

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Zoning Map Amendment 2308PC093

I, Norma Jean Ladner Soroce, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 10 pages constitute a true and correct transcription of said hearing held on the 24th day of August 2023.

I do further certify that my certificate annexed hereto applies only to the original and certified transcript. The undersigned assumes no responsibility for the accuracy of any reproduced copies not made under my control and direction.

Witness my signature on this the 8th day of
September 2023.

N.J. SOROE, CSR #1297
Certified Shorthand Reporter

There came on for consideration at a duly constituted meeting of the City Council and Mayor of the City of Gulfport held on the ____ day of _____, 2023, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, TO REZONE CERTAIN PROPERTY FROM ITS PRESENT ZONING CLASSIFICATION OF I-2 (HEAVY INDUSTRY) DISTRICT TO B-2 (GENERAL BUSINESS) DISTRICT

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that all or a portion of ad valorem tax parcel number 0809B-01-009.000, which is generally described as being located North of I-10, South of River Ten Road, East of and adjacent to Three Rivers Road, and West of Lorrain Road, should be rezoned from its present classification of I-2 (Heavy Industry) District to B-2 (General Business) District. The Case File Number is 2308PC093; and

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, further find that the applicant in the said Case has demonstrated, by clear and convincing evidence set forth in the record and/or based on their personal knowledge of the area, that a mistake in the original zoning existed or that there has been such a change in the character of the relevant neighborhood and a public need so as to justify the request to rezone the real property identified herein.

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

SECTION 1: That the Official Zoning Map of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to provide that the following described property **be rezoned from its present classification of I-2 (Heavy Industry) District to B-2 (General Business) District:**

A parcel of land located in the SW 1/4 of NW 1/4 of Section 15-7-11, Harrison County, Mississippi.

Commencing at the NW corner of the SE 1/4 of NW 1/4 of Section 15-7-11, Harrison County, Mississippi, Proceed thence S 45° 14' W, 1,014.4' for a point of beginning. Said point of beginning being the intersection of the most easterly margin of Three Rivers Road and the center line of a 130' Mississippi Power Company easement.

From said point of beginning proceed thence along the center line of said easement on a bearing and distance of S73° 53'E, 691.1' to the intersection of said center line and the most northerly margin of Interstate 10' thence, along the most northerly margin of Interstate 10 on a bearing and distance of S73° 42'W, 1020.3' to the intersection to the intersection of the most northerly margin of Interstate 10 and the most easterly margin of Three Rivers Road; thence, along the most easterly margin of Three Rivers Road on a bearing and distance of N33° 24'E, S72.8' to the point of beginning.

SECTION 2: The rezoning of said parcel shall be further subject to the following conditions: The owner, agent or lessee who requested rezoning of the property, must secure a building permit from the Building Official and commence construction within one year from the date of approval of rezoning by the City Council. If no building permit has been obtained and said plan development is not completed according to approved plans, the rezoning of said parcel shall be null and void and automatically revert back to its original zoning classification.

See also: COMPREHENSIVE ZONING ORDINANCE {Section IX (3) (b)} Reversion.

SECTION 3: This ordinance shall be in full force and effect thirty (30) days after the date of passage. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

SECTION 4. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance amends the City’s Code of Ordinances and Official Zoning Map by rezoning all or a portion of Tax Parcel No. 0809B-01-009.000 from its present zoning classification of I-2 (Heavy Industry) district to B-2 (General Business) district. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

YEAS:

ABSTENTIONS:

ABSENCES:

NAYS:

WHEREUPON the President declared the motion carried and the Ordinance adopted, this
the _____ day of _____, 2023.

(SEAL:)

ATTEST:

ADOPT:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this
the _____ day of _____, 2023.

BILLY HEWES, Mayor



Human Resources

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5831
Fax: 228-868-5722

Human Resources
1422 23rd Ave
Gulfport, MS 39501

MEMO TO: City Council
Mayor, Billy Hewes
Chief Administrative Officer, Leonard Papania
City Attorney, Jeff Bruni

FROM: Samantha S. Sherrill, Human Resources Manager

RE: Ordinance Request to Refill Two Building Inspector Positions.

DATE: October 4th, 2023

The Director of Urban Development with the approval of the Chief Administrative Officer is requesting to refill (2) Building Inspector positions. These positions were vacated within the last 30 days.

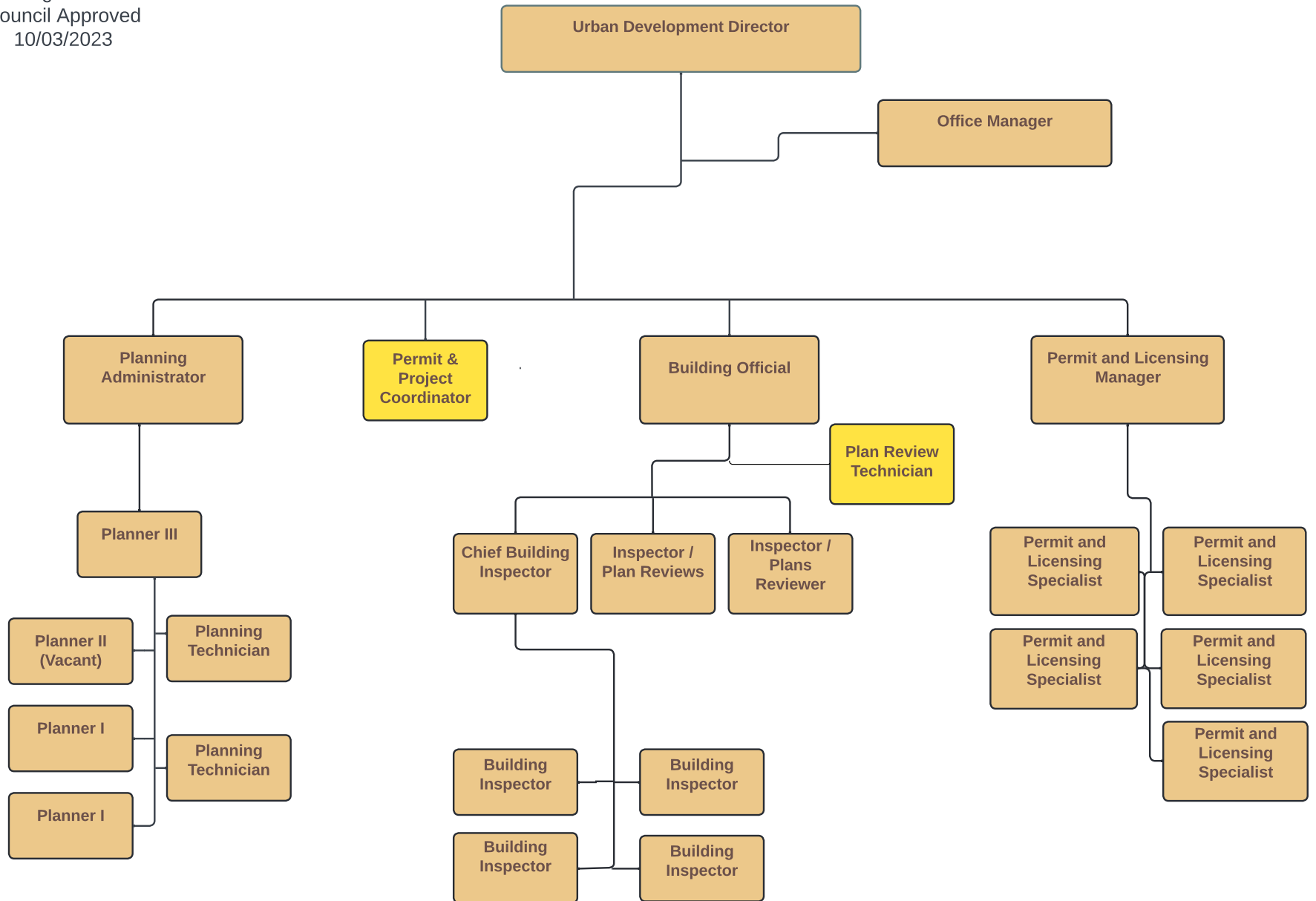
The position falls within Councils \$55,000 rule, to which we must come back before council to fill these positions.

Please provide an ordinance for two Building Inspector Positions to Grade 111, funded at \$39,841.10. This amount was the budgeted amount in FY 24 for these positions. Urban Development will have a total of 4 Building Inspectors.

Range for Grade 111 is \$37,182.27 – \$55,359.33.



October 20024
Org Chart
Council Approved
10/03/2023



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 ____, 2023, the following Ordinance:

ORDINANCE NO. ____

AN ORDINANCE PROVIDING FOR THE SALARIES OF COMPENSATION FOR TWO (2) “BUILDING INSPECTOR” POSITIONS IN THE CITY OF GULFPORT, MISSISSIPPI’S DEPARTMENT OF URBAN DEVELOPMENT AND FOR THOSE EMPLOYEES SERVING IN THIS POSITION, AND FOR RELATED PURPOSES

WHEREAS, Section 21-8-21(2) of the Mississippi Code Annotated provides and requires that “[e]very officer or employee of the municipality shall receive such a salary of compensation as the council shall by ordinance provide, and the salary compensation of all employees of such municipality shall be fixed by council from time to time, as occasion may demand;” and

WHEREAS, the salaries of compensation for the employees holding the following positions shall fall within the range set for the corresponding Grade noted and should be presently set at the noted Step within this Grade: two (2) “Building Inspector” positions, which shall fall within the range set for Grade 111 (\$37,182.27 - \$55,359.33), with these positions previously being set in the same Grade 111 and now being approved to be budgeted up to Step 7 in this Grade; and

WHEREAS, the salaries of compensation as set out herein is in accord with the new (and now existing) grade schedule of the City of Gulfport, and the two (2) “Building Inspector” positions are hereby being maintained in Grade 111 in the “Salary Grade Schedule” previously approved by the City Governing Authority on October 6, 2020.

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 above preamble are hereby accepted as stated as the findings of the Gulfport City Council.

SECTION 2. That the aforementioned two (2) “Building Inspector” positions in the City’s Department of Urban Development are hereby kept in “Grade 111” in the new/latest grade schedule for salaries of compensation previously approved by the City’s Governing Authority on October 6, 2020, (generally referred to as the “Salary Grade Schedule”), with funds hereby now approved to be budgeted up to Step 7 in this Grade 111.

SECTION 3. That the salary of compensation for the employees holding these two (2) positions (“Building Inspector”) shall be within the range and presently set within the range of amounts provided herein and in the preamble.

SECTION 4. That those employees employed by the City on or before September 30, 2009, shall continue to receive Longevity Pay and Education Pay (at the rate and in accord with the policies governing the same (which are hereby incorporated herein by reference and made effective hereby) in effect on September 30, 2009) to the extent that they are otherwise eligible for that pay and those noted employees entitled to a Cost of Living Adjustment (COLA) per prior budget adoptions shall continue to receive the COLA in addition to the base pay salaries of compensation set forth herein.

SECTION 5. This Ordinance shall be in full force and become effective on , 2023, and shall be spread on the minutes of the Gulfport City Council and be published according to law.

SECTION 6. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance provides for the salaries of compensation for two (2) ‘Building Inspector’ positions in Grade 111 in the City’s ‘Salary Grade Schedule’ and for those employees serving in these positions, with funds budgeted up to Step 7 in this Grade. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

YEAS:

NAYS:

ABSENT:

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the ____ day of _____, 2023.

ATTEST:

ADOPTED:

Clerk of Council

President

The above and foregoing Ordinance having been submitted to and approved by the Mayor, this the ____ day of _____, 2023.

APPROVED:

Mayor



Memorandum – City of Gulfport

PUBLIC WORKS AND ENGINEERING

To: Leonard Papania, CAO

CC: Samantha Sherrill, HR Manager
Todd Harman, CPA, Director of Finance
Tyler Gentry, Assistant Director of Public Works – Operations
Legal Department

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

Date: 10/4/2023

Re: Request to Increase Salary
- GSE I Traffic

WEM

The Department of Public Works and Engineering is requesting council approval to increase the salary of the vacant GSE I Traffic position (Grade 101). We have three GSE I Traffic positions budgeted for Fiscal Year 2024 and there was an administrative error on the salary of one of these positions. We are requesting to increase this salary from Grade 101/24 (\$23,943.91) to Grade 101/40 (\$28,141.82).

I recommend approval to increase the salary of this vacant position.



Human Resources

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5831
Fax: 228-868-5722

Human Resources
1422 23rd Ave
Gulfport, MS 39501

MEMO TO: City Council
Mayor, Billy Hewes
Chief Administrative Officer, Leonard Papania
City Attorney, Jeff Bruni

FROM: Samantha S. Sherrill, Human Resources Manager

RE: Ordinance Request (Increase) GSE I Traffic – Public Works

DATE: October 4th, 2023

The Director of Public Works and Engineering, with the approval of the Chief Administrative Officer is requesting to increase the Salary of (1) GSE I Traffic position.

In 2022 Council approved to raise all the GSE 1 positions. This position has been vacant, and the increase for this position to be moved to 101/40 is now a necessity.

Please provide an ordinance for 1 GSE I Traffic position funded at 101/40 \$28,141.82.

This will make a total of 3 GSE I Traffic positions within the Department of Public Works and Engineering.

Range for Grade 101 is \$18,901.54 - \$28,141.82.

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 ____, 2023, the following Ordinance:

ORDINANCE NO. ____

AN ORDINANCE PROVIDING FOR THE SALARIES OF COMPENSATION FOR ONE (1) “GSE I TRAFFIC” POSITION IN THE CITY OF GULFPORT, MISSISSIPPI’S DEPARTMENT OF PUBLIC WORKS AND ENGINEERING AND FOR THOSE EMPLOYEES SERVING IN THIS POSITION, AND FOR RELATED PURPOSES

WHEREAS, Section 21-8-21(2) of the Mississippi Code Annotated provides and requires that “[e]very officer or employee of the municipality shall receive such a salary of compensation as the council shall by ordinance provide, and the salary compensation of all employees of such municipality shall be fixed by council from time to time, as occasion may demand;” and

WHEREAS, the salaries of compensation for the employees holding the following positions shall fall within the range set for the corresponding Grade noted and should be presently set at the noted Step within this Grade: one (1) “GSE I Traffic” positions, which shall fall within the range set for Grade 101 (\$18,901.54 - \$28,141.82), with this position previously being set in the same Grade 101 and now being approved to be budgeted up to Step 40 in this Grade; and

WHEREAS, the salaries of compensation as set out herein is in accord with the new (and now existing) grade schedule of the City of Gulfport, and the three (3) “GSE I Traffic” positions are hereby being maintained in Grade 101 in the “Salary Grade Schedule” previously approved by the City Governing Authority on October 6, 2020.

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 above preamble are hereby accepted as stated as the findings of the Gulfport City Council.

SECTION 2. That the aforementioned one (1) “GSE I Traffic” position in the City’s Department of Public Works and Engineering is hereby kept in “Grade 101” in the new/latest grade schedule for salaries of compensation previously approved by the City’s Governing Authority on October 6, 2020, (generally referred to as the “Salary Grade Schedule”), with funds hereby now approved to be budgeted up to Step 40 in this Grade 101.

SECTION 3. That the salary of compensation for the employees holding this one (1) position (“GSE I Traffic”) shall be within the range and presently set within the range of amounts provided herein and in the preamble.

SECTION 4. That those employees employed by the City on or before September 30, 2009, shall continue to receive Longevity Pay and Education Pay (at the rate and in accord with the policies governing the same (which are hereby incorporated herein by reference and made effective hereby) in effect on September 30, 2009) to the extent that they are otherwise eligible for that pay and those noted employees entitled to a Cost of Living Adjustment (COLA) per prior budget adoptions shall continue to receive the COLA in addition to the base pay salaries of compensation set forth herein.

SECTION 5. This Ordinance shall be in full force and become effective on _____, 2023, and shall be spread on the minutes of the Gulfport City Council and be published according to law.

SECTION 6. The Governing Authority further finds that the following shall serve as an explanatory statement of this Ordinance for purposes of publication: “This Ordinance provides for the salaries of compensation for one (1) ‘GSE I Traffic’ position in Grade 101 in the City’s ‘Salary Grade Schedule’ and for those employees serving in these positions, with funds budgeted up to Step 40 in this Grade. A copy of the full text of this Ordinance is available to municipal residents upon request to the City Clerk.” For the next thirty (30) days, a copy of the full text of this Ordinance shall be posted by the City Clerk: (a) in the first floor lobby at City Hall (2309 15th Street, Gulfport, Mississippi 39501); (b) in the first floor lobby of the City’s Hardy Building (1410 24th Avenue, Gulfport, Mississippi 39501); and (c) in the first floor lobby of the County Courthouse in Gulfport (1801 23rd Avenue, Gulfport, Mississippi 39501). The City Clerk shall further furnish any resident of the City a copy of the full text of this Ordinance upon request.

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

YEAS:

NAYS:

ABSENT:

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the ____ day of _____, 2023.

ATTEST:

ADOPTED:

Clerk of Council

President

The above and foregoing Ordinance having been submitted to and approved by the Mayor, this the ____ day of _____, 2023.

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 _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE CONTRACT WITH VOLKERT, INC., FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES ON THE LANDON ROAD IMPROVEMENTS PROJECT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake a project to widen Landon Road in the City of Gulfport from US Highway 49 to Coleman Road to five (5) lanes including railroad and intersection improvements; and

WHEREAS, construction engineering and inspection services, including but not limited to, consulting engineering services for the construction contract, engineering administration of construction, survey work, maintaining daily activity records with quantities of work completed; and

WHEREAS, pursuant to authority of the City Council, the City solicited proposals for the provision of the services and received proposals from three (3) vendors; and

WHEREAS, after thorough evaluation of the three (3) proposals received, the selection committee and the purchasing manager recommended that the City select Volkert, Inc., and enter into contract negotiations with Volkert for the said work, with a final form of contract to be presented to the City Council for approval; and

WHEREAS, the said negotiations have been completed and a proposed Construction Engineering & Inspection Contract between the City of Gulfport and Volkert, Inc., is attached hereto as a part of Exhibit "A" for consideration by the City Council; and

WHEREAS, Council finds it is in the best interest of the City to select and enter into the proposed contract found at Exhibit “A” hereto for construction engineering and inspection services in connection with the Landon Road Improvements Project.

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, subject to approval and/or concurrence of the Mississippi Department of Transportation, the proposed Construction Engineering & Inspection Contract between the City of Gulfport and Volkert, Inc., as found in Exhibit “A” hereto, be and the same is hereby approved, and the Mayor (or his designee) is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this
the _____ day of _____, 2023.

APPROVED:

MAYOR

Memorandum – City of Gulfport



PUBLIC WORKS & ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Leonard Papania, CAO
Todd Harman, CPA, Director of Finance and Accounting
Jessica Versiga, Purchasing Agent
Tyler Gentry, Assistant Director of Public Works – Operations
Jeremy Harrison, P.E., Assistant to the City Engineer
Legal Department

From: Wayne E. Miller, P.E., Director of Public Works and Engineering *WEM*

Date: October 6, 2023

Re: Recommendation to Approve Construction Engineering and Inspection Services Contact
- Reconstruction of Landon Road from Coleman Road to US Highway 49
- STP-9138-00(002)LPA / 107221-701000, Harrison County

Attached for your consideration is the Contract Agreement for Construction Engineering & Inspection (CE&I) Services with Volkert, Inc. for the referenced project. The cost of these services shall not exceed \$373,911.63. The scope of the services includes, but is not limited to, consulting engineering services for the construction contract, engineering administration of construction, survey work, maintaining daily activity records with quantities of work completed.

The project is designed to widen Landon Road from Coleman Road to US Highway 49 by adding turning lanes and installing a traffic signal at the Old Highway and Daniel Blvd intersection.

Funding for this project was approved in FY2024 Capital Projects budget. This project is funded 80% by the Mississippi Department of Transportation/Gulf Regional Planning Commission with a 20% City match of \$74,782.32.

I recommend approval of this item.

Attachment: 1. Contract Agreement for Construction Engineering and Inspection Services

Jeff Ely, P.E.
Chief of Staff
Charles R. Carr
Director, Office of Intermodal Planning



Brian D. Ratliff, P.E.
Deputy Executive Director/Chief Engineer
Lisa M. Hancock, CPA
Deputy Executive Director/Administration

Brad White
Executive Director

October 6, 2023

City of Gulfport
Billy Hewes, Mayor
2309 15th Street
Gulfport, MS 39501

RE: City of Gulfport – Landon Rd. Improvements Project (Revised)
Project No. STP-9138-00(002)LPA / 107221-701000
Harrison County

Dear Mayor Billy Hewes,

This letter has been (Revised) to reflect the correct spelling of Mayor Billy Hewes last name. However, the concurrence of this selection is effective September 6, 2023, when CSU previously concurred. The City of Gulfport (LPA) has requested that the MDOT Consultant Services Unit (CSU) review the selection process performed for the referenced project to ensure compliance with the LPA Consultant Operating Procedures for Professional Services as outlined in the LPA Project Development Manual (PDM). After review, the CSU does verify and concur that the LPA did follow and select the consultant, Volkert, Inc., in accordance with the Local Public Agency Consultant Operating Procedures for Professional Services, "Section 2.2.2 Utilization of MDOT Master Contracts for Selection" established in the PDM.

The LPA may now proceed with negotiating a scope of work and maximum contract amount at a fair and reasonable price with the selected consultant in accordance with the LPA Consultant Operating Procedures for Professional services. Should the LPA have any questions or concerns, please feel free to contact us anytime.

Regards,

Stephen Rone
MDOT Director of Consulting Services

SR/sh

Attachments

Cc: 16-10 District 6 LPA Coordinator
77-01 LPA Division

Starita
P.Morgan/Killebrew

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

Reconstruction of Landon Road from Coleman Road to US Highway 49 STP-9138-00(002)LPA / 107221-701000 Harrison County

THIS CONTRACT, is made and entered into by and between the **City of Gulfport, MS**, a body Politic of the State of Mississippi (the "LPA"), and, **Volkert, Inc.** (the "CONSULTANT"), a **Corporation**, duly registered to do business in the State of Mississippi, whose address for mailing is **111 East Capitol Street, Suite 250, Jackson, MS 39201**, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction **Engineering** services for **Reconstruction of Landon Road from Coleman Road to US Highway 49 including widening the roadway, adding turn lanes and installing a traffic signal at the Old Hwy 49 and Daniel Blvd intersection**, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform **Engineering** services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all **Engineering** services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDOT and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction **Engineering** services of the CONSULTANT under this contract shall start no earlier than the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction **Engineering** services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not

limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

D. Retainage

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed above for any

reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire,

the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests

such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in **Harrison** County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Harrison County**, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in “Exhibit 5”.
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security’s E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT’S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT’S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

- A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:
- (1) cancel the stop work order; or
 - (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT and/or the LPA's intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT and/or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:

Mayor Billy Hewes
City of Gulfport
2309 15th Street
Gulfport, MS 39502
Phone: (228) 868-5801
Fax: (228) 868-5800
mayorsoffice@gulfport-ms.gov

For Technical Matters:

Wayne Miller, PE
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39502
Phone: (228) 868-5740
Fax: (228) 868-5822
wmiller@gulfport-ms.gov

CONSULTANT:

For Contractual Matters:

Justin Walker, PE
Volkert, Inc.
111 E. Capitol Street, Suite 250
Jackson, MS 39201
Phone: (601) 961-0101
Fax: (601) 961-0102
justin.walker@volkert.com

For Technical Matters:

Dave Steele, PE
Volkert, Inc.
111 E. Capitol Street, Suite 250
Jackson, MS 39201
Phone: (601) 961-0101
Fax: (601) 961-0102
david.steele@volkert.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. # 15591
Surveyor # _____
Or
Architect's # _____

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.# 12624
Surveyor # _____
Or
Architect's # _____

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

City of Gulfport, MS

Mayor Billy Hewes

WITNESS this my signature in execution hereof, this the 2nd day of OCT., 2023.

Volkert, Inc.

BY: _____

Justin Walker, PE, Vice President

ATTEST: _____
(for CONSULTANT)

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

{{{{Attach a copy of authority to execute contracts on behalf of the CONSULTANT here}}}}

CORPORATE SECRETARY'S CERTIFICATE OF RESOLUTION

RSA Battle House Tower | Suite 18290
11 N. Water Street | Mobile, AL 36682
251 342 1070

VOLKERT

SECRETARY'S CERTIFICATE OF RESOLUTION

I, Tracy P. Turner, Secretary of the Board of Volkert, Inc., a corporation organized under the laws of the State of Alabama and authorized to do business in the State of Mississippi, do hereby certify that the Board of Directors of Volkert, Inc. adopted the following Resolution at its annual meeting on March 30, 2023, pursuant to a unanimous vote:

7. **Resolution re Authorization of Certain Officers to Execute Contracts**

RESOLVED, that all prior resolutions of this Board of Directors specifying the Officers of this Corporation having power and authority to execute contracts in the name of this Corporation, for the performance of engineering and related services, be, and the same hereby are, revoked effective this date; and

RESOLVED FURTHER, that each of the Officers hereinafter designated be, and hereby is, authorized, empowered, and directed to enter into, execute and deliver in the name of and on behalf of this Corporation, contracts for the performance of engineering and related services, and all subcontracts in connection therewith **in compliance with corporate contract-signing policies and procedures as may from time-to-time be amended**, and to take in connection therewith such actions as such officer may deem necessary and proper for the business of this Corporation, without further act or resolution of this Board and without the necessity of the signature of said Officer being attested by the Secretary of this Corporation or any other Officer thereof, provided, however, that the Secretary, and any Assistant Secretary hereof, is hereby authorized and directed to attach the Corporate seal of this Corporation and to attest the signature of any said Officer when requested to do so by said Officer, viz.:

Thomas A. Hand (Director)	Chairman and Chief Executive Officer
Leon M. Barkan (Director)	President and Chief Operating Officer
David M. Webber (Director)	Chief Engineer
Mark C. McConnell (Director)	Senior Vice President, West Gulf Region
Justin Walker	Vice President
Janet L. Evans	Vice President
Ronnie Loe	Vice President
Karla Bounds	Vice President

In witness whereof, I hereupon set my hand and the seal of this Corporation on this, the 22nd day of May, 2023.


Tracy P. Turner
Secretary



EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:

The **Engineering** administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:

Construction **Engineering** services shall consist of all **Engineering** work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

- A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project **Engineer** and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the MDOT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.
- B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates; he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The **Engineer's** daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.
- C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of

CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project **Engineer** are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT ENGINEER.

The CONSULTANT shall furnish a resident Project **Engineer**, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project **Engineer** and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project **Engineer** are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project **Engineer's** dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project **Engineer** dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project **Engineer** shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project **Engineer**:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S

liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.
- D. Shop Drawings and Samples:
 - a. Record the date of receipt of Shop Drawings and samples.
 - b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.
 - c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.
- E. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.
- F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.
- G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.
- H. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the

Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

- b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project **Engineer**:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of \$ 373,911.63 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. Any additions to an existing Labor Hour Rate table via Letter Agreement and/or Supplemental Agreement shall utilize the overhead rate(s) applied to the original CONTRACT. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. In addition, no meal reimbursement will be allowed when there is no overnight stay.

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT'S cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA

has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Under no circumstances shall the CONSULTANT alter the personnel, classifications, and rates listed in the Labor Rate Schedule without an approved Letter Agreement signed by both parties.

Table 1: Rate Schedule for Labor Hours

PERSONNEL NAME	LABOR CLASSIFICATION	2023 Loaded Rate	2023 Overtime Rate	2024 Loaded Rate	2024 Overtime Rate
Justin Walker	Principle	225.84		232.60	
Dave Steele	Project Engineer	138.74		142.91	
Robert "Skip" Benson	Engineer/PLS	147.86		152.30	
Walton Mitts	Engineer II (Roadway)	148.22		152.66	
	Engineer-in-Training/Surveyor	76.10		78.37	
	Inspector II	97.04	116.04	99.95	119.52
	Inspector I	76.61	91.61	78.91	94.36
	Inspector I/Surveyor	89.66		92.34	
	Administrative Assistant	87.21		89.84	

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$ 373,911.63 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
\$320,282.42	\$24,053.75	\$29,575.46	\$373,911.63

EXHIBIT 4

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000

PERIOD , 20 THROUGH , 20

PROFESSIONAL SERVICES IN ACCORDANCE WITH

CONTRACT DATED , 20 , AS RELATES TO

PROJECT NO. - - - IN COUNTY, HIGHWAY .

CONSULTANT:

CUSTOMER NUMBER 0000000000

FILE NO. 000-000000

	<u>CURRENT</u> <u>PERIOD</u>	<u>PREVIOUS</u> <u>ESTIMATE</u>	<u>TOTAL ALLOWED</u> <u>TO DATE</u>
* LABOR COSTS	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No.

00-0000-00-000-00

County

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on

the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 2ND day of OCT, 2023.

Volkert, Inc.

BY:

[Signature]
Justin Walker, PE, Vice President

ATTEST:

My Commission Expires:

[Signature]
March 21, 2025

[Signature]

Notary



EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the ____ day of _____, 20__.

City of Gulfport, MS

Mayor Billy Hewes

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

105558

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____ Date _____
Authorized Officer or Agent

Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20_____.

NOTARY PUBLIC
My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

{Insert the Cost Fee Schedule for CE and I Projects from the gomdot.com web site here}

[illegible]

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

Landon Road Widening

Prepared for:

Mississippi Department of Transportation

Project Number:

STP-9138-00(002)LPA/107221-701000

City of Gulfport, MS

Prepared by: **Volkert, Inc.**

Date Submitted:

Date Revised:

Cost Summary

Landon Road Widening Project

CONSTRUCTION ENGINEERING & INSPECTION

Volkert, Inc.

Labor Costs

CE&I Services	\$	320,282.42
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Direct Costs

CE&I Services	\$	24,053.75
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Subtotal	Volkert, Inc.	\$	344,336.17
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Burns Cooley Dennis, Inc.

Labor Costs

Testing Services	\$	29,575.46
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Direct Costs

CE&I Services	\$	-
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Subtotal Cost	Burns Cooley Dennis, Inc.	\$	29,575.46
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PROJECT TOTAL COSTS	\$	373,911.63
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Back-up must be provided for all SubConsultants

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

BILLING RATE TABLE

Volkert, Inc.

Home Overhead Rate ²	149.21% %
FCCM (Home)	0.491% %
Field Overhead Rate ²	127.65% %
FCCM (Field)	0.400% %
Profit	12.00% %

2023 REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Principal	\$ 80.77	\$ 120.52	\$ 0.40	\$ 24.15	\$ 225.84
Project Manager	\$ -	\$ -	\$ -	\$ -	\$ -
Project Engineer	\$ 49.62	\$ 74.04	\$ 0.24	\$ 14.84	\$ 138.74
Engineer/PLS	\$ 52.88	\$ 78.90	\$ 0.26	\$ 15.81	\$ 147.86
RWD Engineer	\$ 53.01	\$ 79.10	\$ 0.26	\$ 15.85	\$ 148.22
Inspector II	\$ 38.00	\$ 48.51	\$ 0.15	\$ 10.38	\$ 97.04
Inspector I	\$ 30.00	\$ 38.30	\$ 0.12	\$ 8.20	\$ 76.61
Inspector I/Surveyor	\$ 35.11	\$ 44.82	\$ 0.14	\$ 9.59	\$ 89.66
EIT/Surveyor	\$ 29.80	\$ 38.04	\$ 0.12	\$ 8.14	\$ 76.10
Administrative Assistant	\$ 31.19	\$ 46.54	\$ 0.15	\$ 9.33	\$ 87.21
(additional classifications)	\$ -	\$ -	\$ -	\$ -	\$ -

2023 OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Inspector I	\$ 30.00	\$ 38.30	\$ 0.12	\$ 8.20	\$ 91.61
Inspector II	\$ 38.00	\$ 48.51	\$ 0.15	\$ 10.38	\$ 116.04
(additional classifications)	\$ -	\$ -	\$ -	\$ -	\$ -

2024 REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Principal	\$ 83.19	\$ 124.13	\$ 0.41	\$ 24.88	\$ 232.60
Project Manager	\$ -	\$ -	\$ -	\$ -	\$ -
Project Engineer	\$ 51.11	\$ 76.26	\$ 0.25	\$ 15.28	\$ 142.91
Engineer/PLS	\$ 54.47	\$ 81.27	\$ 0.27	\$ 16.29	\$ 152.30
RWD Engineer	\$ 54.60	\$ 81.47	\$ 0.27	\$ 16.33	\$ 152.66
Inspector II	\$ 39.14	\$ 49.96	\$ 0.16	\$ 10.69	\$ 99.95
Inspector I	\$ 30.90	\$ 39.44	\$ 0.12	\$ 8.44	\$ 78.91
Inspector I/Surveyor	\$ 36.16	\$ 46.16	\$ 0.14	\$ 9.88	\$ 92.34
EIT/Surveyor	\$ 30.69	\$ 39.18	\$ 0.12	\$ 8.38	\$ 78.37
Administrative Assistant	\$ 32.13	\$ 47.94	\$ 0.16	\$ 9.61	\$ 89.84
(additional classifications)	\$ -	\$ -	\$ -	\$ -	\$ -

2024 OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Inspector I	\$ 30.90	\$ 39.44	\$ 0.12	\$ 8.44	\$ 94.36
Inspector II	\$ 39.14	\$ 49.96	\$ 0.16	\$ 10.69	\$ 119.52
(additional classifications)	\$ -	\$ -	\$ -	\$ -	\$ -

² Approved by MDOT

³ If needed, adjust formula to include appropriate overhead rate

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

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

Risk Based Inspection (RBI) hours

Project Name

Landon Road Widening

MDOT Project No.

STP-9138-00(002)LPA/107221-701000

Consulting Firm Name

Volkert, Inc.

Construction Schedule Approval Date

Phase	Pay Item numbers	Risk Level (Low, Moderate, High)	Inspection Frequency (I, P, F)	Inspection Hours per Working Day	Phase Duration (Working Days)	Inspection Hours
Miscellaneous	10-110, 160-280, 570-720, 1390-1410	High	F	1	148	148
Excavation and Drainage	120-150, 400-500	High	F	7	64	448
Base and Pavement	290-390	High	F	7	25	175
Pedestrian Facilities	510-560	High	F	7	48	336
Traffic Safety	850-1380	High	F	7	77	539
Pavement Markings	730-840	High	F	1	6	6
Bridges/Retaining Walls						

Winter Months	Working Days Available	Maximum Additional Hours Considered per Working Day	Maximum Considered
December	5	7	35
January	6	7	42
February	7	7	49

Total Inspection Hours Allowed

1778

NOTES:**Refer to "Risk Based Inspection and Material Testing Guide Local Public Agency Projects"**

Pay Item numbers should be shown here and on Construction Schedule

Risk Level and Inspection Frequency to be established in consultation with MDOT LPA Division/Engineer

Inspection hours should show low end of range unless a valid reason is presented in writing below

Phase Duration is taken from the Construction Schedule

Winter Month hours may be used if Construction Schedule shows overlay of those months

Due to location, the traffic is very heavy and traffic control will require constant monitoring regardless of work being performed. Also, due to heavy traffic, night work will be required which will require additional monitoring. Due to climate on the Gulf Coast, work is expected to continue normally during the winter months

HOUR DISTRIBUTION / LABOR COSTS

Volkert, Inc.

CONSTRUCTION ENGINEERING & INSPECTION

STP-8138-00(002)LP/107221-701000

REGULAR HOURS ONLY															Subtotal Hours	Hourly Rate	Extension
POSITION TITLE	2023 - Hours Per Month																
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
	6	7	11	15	19	20	21	21	20	16	11	5					
Principal								8	8	8	8	8	40	\$ 225.64	\$ 9,033.52		
Project Manager													0	\$ -	\$ -		
Project Engineer								30	80	80	80	80	350	\$ 138.74	\$ 48,559.21		
Engineer/PLS													0	\$ 147.86	\$ -		
RWD Engineer													0	\$ 148.22	\$ -		
Inspector II								20	20	20	18	18	96	\$ 97.04	\$ 9,316.82		
Inspector I								140	140	140	140	90	650	\$ 76.61	\$ 49,796.76		
Inspector I/Surveyor													0	\$ 89.66	\$ -		
EIT/Surveyor													0	\$ 76.10	\$ -		
Administrative Assistant								8	8	8	8	8	40	\$ 87.21	\$ 3,488.37		
(additional classifications)													0	\$ -	\$ -		

Labor Subtotal (Regular) \$ 120,193.68

STP-8138-00(002)LP/107221-701000

STN-0139-Q0(002)JPA/107221-701000

OVERTIME HOURS ONLY															Subtotal Hours	Hourly Rate	Extension
POSITION TITLE	2023 - Overtime Hours Per Month																
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
	6	7	11	15	19	20	21	21	20	16	11	5					
Inspector I													0	\$ 91.61	\$ -		
Inspector II													0	\$ 116.04	\$ -		
(additional classifications)													0	\$ -	\$ -		

Labor Subtotal (Overtime) \$ -

STP-8138-00(002)LP/107221-701000

STP-913-00(002)PA/107221-70100															
POSITION TITLE	REGULAR HOURS ONLY												Subtotal Hours	Hourly Rate	Extension
	2024 - Hours Per Month														
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
	6	7	11	15	19	20	21	21	20	16	11	5			
Principal	8	8	8	8	8	8	8						56	\$ 232.60	\$ 13,025.85
Project Manager													0	\$ -	\$ -
Project Engineer	80	80	80	80	80	80	80	80					640	\$ 142.91	\$ 91,460.31
Engineer/PLS						16							16	\$ 152.30	\$ 2,436.82
RWD Engineer							20						20	\$ 152.66	\$ 3,053.30
Inspector II	18	18	20	20	20	20	20						136	\$ 99.95	\$ 13,593.34
Inspector I	90	90	140	140	140	140	140						880	\$ 78.91	\$ 69,438.67
Inspector I/Surveyor						12							12	\$ 92.34	\$ 1,108.09
EIT/Surveyor						12							12	\$ 78.37	\$ 940.47
Administrative Assistant	8	8	8	8	8	8	8						56	\$ 89.84	\$ 5,030.90
(additional classifications)													0	\$ -	\$ -

Labor Subtotal (Regular) \$ 200,088.74

STP-8138-00(002)LP/107221-701000

STP-9138-00(02)(PA)107221-701000

POSITION TITLE	OVERTIME HOURS ONLY												Subtotal Hours	Hourly Rate	Extension
	2024 - Overtime Hours Per Month														
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
	6	7	11	15	19	20	21	21	20	16	11	5			
Inspector I													0	\$ 94.36	\$ -
Inspector II													0	\$ 119.52	\$ -
(additional classifications)													0	\$ -	\$ -

Labor Subtotal (Overtime) \$ -

CONTRACTOR'S Project Completion Time: 148 Productive Days

Construction Cost Estimate:

DIRECT COSTS ^{****}

Volkert, Inc.

CONSTRUCTION ENGINEERING & INSPECTION

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
Principal						\$ -
Project Manager						\$ -
Project Engineer			\$ 7,560.00			\$ 7,560.00
Inspector II			\$ 10,800.00			\$ 10,800.00
Inspector I			\$ 3,000.00			\$ 3,000.00
Inspector I/Surveyor			\$ 193.75			\$ 193.75
Administration				\$ 2,500.00		\$ 2,500.00
TOTAL						\$ 24,053.75

**** Provide detail for breakdown of Direct Costs

For Example:

5 nights hotel at \$85 per night

50 miles at \$.56 per mile per 2 hours/day

6 days meals of \$41

Project Engineer - 2 Trips per week @ 126 Miles per trip x 48 weeks = 12,096 Miles x \$0.625 = \$7,560

Inspector II - 2 Trips per week @ 180 Miles per trip x 48 weeks = 17,280 Miles x \$0.625 = \$10,800

Inspector I - 1 Trip per day @ 20 Miles per day x 240 days = 5,080 Miles x \$0.625 = \$3,175

Inspector I - 2 Trips per day @ 155 Miles per trip x 1 day = 310 Miles x \$0.625 = \$193.75

ESTIMATED MAXIMUM FEE FOR TESTING SERVICES

Project Name	Landon Road Widening
MDOT Project No.	STP-9138-00(002)LPA/107221-701000
Testing Firm Name	Burns Cooley Dennis, Inc.
MDOT District Material Engineer Approval Date for the S&T Report	April 18, 2023

Home Overhead Rate ²	172.34% %
FCCM (Home)	0.43% %
Field Overhead Rate ²	172.34% %
FCCM (Field)	0.43% %
Profit	12.00% %

Classification	Hours	Raw Wage Rate	Audited OH Rate	Profit	FCCM	Regular Billing Rate	Total
Project Manager	18	\$ 80.00	\$ 137.87	\$ 26.14	\$ 0.34	\$ 244.36	\$ 4,398.49
Project Engineer	9	\$ 70.00	\$ 120.64	\$ 22.88	\$ 0.30	\$ 213.82	\$ 1,924.34
Materials Engineer	15	\$ 50.00	\$ 86.17	\$ 16.34	\$ 0.22	\$ 152.73	\$ 2,290.88
Admin. Assistant	39	\$ 22.00	\$ 37.91	\$ 7.19	\$ 0.09	\$ 67.20	\$ 2,620.77
Field Technician	164	\$ 25.00	\$ 43.09	\$ 8.17	\$ 0.11	\$ 76.36	\$ 12,523.48

SUBTOTAL - LABOR COSTS \$ 23,757.96

LPA Project Sampling and Testing Requirements

Item Number and Item	Test	Frequency	Number of Test	Unit Cost	Total Cost
203-EX014 Borrow Excav. 206-A001 Structural Excav.	Atterberg Limits (T89 and T90)	High	5	\$ 75.00	\$ 375.00
203-EX014 Borrow Excav. 206-A001 Structural Excav.	Minus No. 200 Wash (T11)	High	3	\$ 60.00	\$ 180.00
203-EX014 Borrow Excav. 206-A001 Structural Excav. 304-F001 3/4"Down/610/825B	Standard Proctors (MT-8)	High	5	\$ 240.00	\$ 1,200.00
203-EX014 Borrow Excav. 206-A001 Structural Excav. 304-F001 3/4"Down/610/825B Utility Trenches	Nuclear Density Tests (T312)	High	54	\$ 25.00	\$ 1,350.00
304-F001 3/4"Down/610/825B	Gradation (T27)	High	2	\$ 175.00	\$ 350.00
403-A002 MT 12.5mm 403-A005 MT 19mm 403-B002 MT 12.5mm 403-A014 MT 9.5mm	Bulk Specific Gravity (T166)	High	19	\$ 40.00	\$ 760.00

907-504-A002 6' Fiber Reinforced Concrete						
601-B001 Concrete Class B Minor Struct.						
608-A001 Concrete Sidewalk						
609-B003 609-D008 Comb. C&G Type 3A	Compressive Strength (T22)	High	51	\$ 25.00	\$ 1,275.00	
614-A001 Concrete Driveway						
907-634-A043, A044, A048, A049 Signal Pole						
907-634-C002 Pole Foundation						
684-A004 Pole Foundation						
SUB-TOTAL - LPA Project Sampling and Testing Requirements					\$ 5,490.00	

EXPENSE ITEMS	Quantity	Unit	Rate	Total Cost
Automobile Travel	500	Miles	\$ 0.655	\$ 327.50
SUB-TOTAL - EXPENSE ITEMS				\$ 327.50

TOTAL PROPOSED FEE **\$ 29,575.46**

NOTES:

The above quantities are estimated using the 2020 LPA Project Sampling and Testing Requirements based on a Moderate Risk and the approved Sampling and Testing Proposal. The breakdown below outlines the number for trips and hours per trip for each of the pay items that will require testing. Technician hours are based on 17 - 5 hour trips to the project site for concrete testing, 12 - 4 hour trips for earthwork and granular testing, 10 - 2 hour trips for asphalt densities, and 11 - 1 hour trips for sample pickup and proofrolls. 1 hour clerical per technician testing trip. 0.25 hours project manager per materials testing trip and 8 hour for meetings. 0.5 hours materials engineer per earthwork and asphalt testing trip and 4 hours for meetings. 0.5 hours project engineer per concrete testing trip. Mileage is based on 10 miles per round trip.

The time shown for the Project Engineer and Admin. Assistant is for the preparation and review of reports. The Project Manager time shown is for overall review of testing work and reporting.

Field Technician Trip and Hourly Summary					
Description	Trips	Hours/Trip	Hours	Miles/ Trip	Miles
Concrete Field Testing	17	5	85	10	170
Earthwork & Aggregate Testing	12	4	48	10	120
Asphalt Density	10	2	20	10	100
Sample Pickup & Proofroll	11	1	11	10	110
Totals	50		164		500

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 _____, 2023, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE A
MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF GULFPORT AND THE
MISSISSIPPI TRANSPORTATION COMMISSION IN CONNECTION WITH THE
DEDEAUX ROAD WIDENING PROJECT – PHASE II PROJECT,
AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport desires to undertake a project, the Dedeaux Road Widening Project – Phase II Project, which is designed to improve 1,320 linear feet of an existing two (2) lane roadway to five (5) lanes including intersection improvements from Highway 605 to ¼ mile west of Highway 605; and

WHEREAS, the project is funded through the Gulf Regional Planning Commission and the Mississippi Transportation Commission, with the federal share amount being \$3,760,000 and the City’s match being \$940,000 (which will be funded by the City’s MIMA Paving Project); and

WHEREAS, in order to permit construction of the Dedeaux Road Widening Project – Phase II Project, the Mississippi Transportation Commission has required the execution of an Agreement between it and the City of Gulfport, which Agreement sets out the duties and responsibilities of the City and the MTC with respect to the construction and management of said project; and

WHEREAS, the Council finds it is in the best interest of the City to approve the Agreement between the City and the Mississippi Transportation Commission concerning the Dedeaux Road Widening Project – Phase II Project as found in Exhibit “A” hereto.

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

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

SECTION 2. That the an Agreement between the Mississippi Transportation Commission and the City of Gulfport, concerning the Dedeaux Road Widening Project – Phase II Project, be and the same is hereby approved in substantially the same form as attached hereto as Exhibit “A” hereto; and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this
the _____ day of _____, 2023.

APPROVED:

MAYOR



Memorandum – City of Gulfport

PUBLIC WORKS AND ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Leonard Papania, CAO
Todd Harman, CPA, Director of Finance and Accounting
Tyler Gentry, Assistant Director of Public Works – Operations
Jeremy Harrison, P.E., Assistant to the City Engineer
Jessica Versiga, Purchasing Agent
Legal Department

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

WEM

Date: October 2, 2023

Re: **Recommendation to Approve the Memorandum of Agreement (MOA)**
– **Mississippi Department of Transportation (MDOT)**
– **Dedeaux Road Widening Project - Phase II**
– **STP-9370-00(006)LPA/109524-70100**

Attached for your consideration is an agreement between the City of Gulfport and the Mississippi Department of Transportation (MDOT) for the Dedeaux Road Widening Project, Phase II. This project consists of improving 1,320 linear feet of an existing two (2) lane roadway to five (5) lanes including intersection improvements from Highway 605 to ¼ mile west of Highway 605. The anticipated cost for this project is \$4,700,000. The project is funded 80/20 through the Gulf Regional Planning Commission with the federal share amount of \$3,760,000 and the city's match of \$940,000. The city's match will be funded by the MIMA Paving Project.

I recommend approval of this item.

Attachments: 1. MOA with the Mississippi Department of Transportation (MDOT)

Tom King
Southern District Commissioner
Kelly R. Castleberry
District 6 Engineer
P. O. Box 551
Hattiesburg, MS 39403-0551
Telephone (601) 544-6511
FAX (601) 544-0227



Brad White
Executive Director
Brian D. Ratliff
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
GoMDOT.com

16499-B Highway 49, Saucier, Mississippi 39574-9740
October 2, 2023

Via Email

bhewes@gulfport-ms.gov
wmiller@gulfport-ms.gov

Billy Hewes, Mayor
City of Gulfport
2309 15th Street
Gulfport, MS 39501

RE: Memorandum of Agreement, MOA
Dedeaux Road Widening Phase II
STP-9370-00(006)LPA / 109524-701000

Dear Mayor Hewes,

The above referenced Federal Aid project has been assigned a project number: STP-9370-00(006)LPA / 109524-701000. This number should be used in its entirety on all correspondence for this project.

Attached is a digital copy of the Memorandum of Agreement, MOA, for the above referenced project for your review and processing. The MOA outlines responsibilities and funding as required by the MDOT project development manual, PDM, for federal funding. Please print two copies of the MOA, execute the MOA in duplicate, and return with governing council or board minutes signifying approval. Please mail to:

Mississippi Department of Transportation
Attn: Chuck Starita
16499-B Highway 49
Saucier, MS 39574-9740

In accordance with the MOA, please remember to include the MDOT in any public relations activities or press releases for this project. The MDOT public relations liaison for District VI is Jas N. Smith, telephone number 601-359-9822. Should you need additional information, contact my office at 228-832-0682.

Sincerely,

A handwritten signature in blue ink that reads "Chuck Starita".

Chuck Starita, PE
District 6 LPA Engineer

cc: Project File 16-10 w/ attachments

MEMORANDUM OF AGREEMENT

STP-9370-00(006)LPA / 109524-701000
Deddeux Road Widening Phase II
Gulfport, MS

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "Commission"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Gulfport (hereinafter referred to as the "LPA"), for the purpose of establishing the terms under which the LPA may utilize federal funds to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the Commission has oversight responsibility and authority over funds that are available for local public agency projects pursuant to Section 65-1-8 of the Mississippi Code; and

WHEREAS, the LPA intends to develop and construct Phase II Deddeux Road Widening; (hereinafter referred to as the "Project"), and the Commission intends to allow the LPA access to available federal funds and manage the Project under the terms and provisions of this Memorandum of Agreement; and

WHEREAS, it is anticipated that approximately \$3,760,000.00 in Project funds (80% federal funds and 20% local match) are available for the prosecution of the Project, and that the above mentioned awarded federal funds may be rescinded if they are not obligated on or before N/A, and that the above funds are subject to normal recissions and obligational limitations; and

WHEREAS, the LPA will be responsible for all Project costs over and above the maximum amount of federal funds allocated to the Project by the Commission, and MDOT requires the LPA to provide the local share (local match) previously stated, plus any other non-participating costs; and

WHEREAS, the Commission and the LPA desire to set forth, by this Agreement, more fully, the agreements of the parties by which the Project will be developed and completed; and

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the Commission enter into this Memorandum of Agreement for the use of the currently available federal funds and any future federal funds that may be allocated to this Project, agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA hereby agrees, contracts, covenants, and binds itself to the following responsibilities, duties, terms, and conditions:

1. The LPA shall immediately designate a full-time employee of the LPA as the Project Director, who will serve as the person responsible for completion of all phases of the Project and will coordinate all Project activities with the MDOT District LPA Engineer.

2. The LPA shall promptly follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project including, but not limited to, project activation, reporting requirements for federal awards (including the single audit), consultant selection, necessary permits, environmental process, preliminary design, right-of-way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out activities.
3. The LPA shall submit to MDOT four (4) complete sets of as-built plans in printed form and/or the original electronic files in a format that is compatible with MicroStation prior to MDOT acceptance. Please confer with the District LPA Engineer for preference. For projects on routes funded by the Office of State Aid Road Construction (OSARC), the LPA must provide any requested documentation/ as-Built data requested by OSARC in the format found acceptable to OSARC. This must be done prior to MDOT acceptance.
4. The LPA shall be responsible for all maintenance and operation of the Project during and after completion so that the federal investment in the Project is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld by MDOT for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of federal funds through all available legal remedies.
5. The LPA shall follow and abide by all applicable federal requirements, specifically, but not limited to, the provisions that **prohibit** retainage being withheld from installment payments to the construction contractor.
6. The LPA agrees that if any act or omission on the part of the LPA, its consultant or its contractor(s) causes loss of federal funding from FHWA or any other source, or if any penalty is imposed by the United States of America or the State of Mississippi, by and through the Department of Environmental Quality, under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, then the LPA will be solely responsible for all additional fines, penalties or other costs that result from the acts or omissions of the LPA
7. In compliance with State Law, the LPA shall timely pay all payments owed to contractors and consultants according to the terms of the respective contracts, and in all instances, payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold reimbursement until adequate proof of payment has been produced by the LPA.
 - A. Payments to railroads, their consultants, or contractors, for work included in the Project, may be made by MDOT directly, at its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the Project.
 - B. At its discretion, or in the event of the LPA failing to meet audit requirements, MDOT may choose to make direct partial payments to contractors from the federal funds available for the Project. Should MDOT choose this method of payment, the LPA is in no way relieved of its responsibility to pay all amounts due under its contract that are not covered by partial payments made directly by MDOT.

8. The LPA shall be solely responsible for payment of any and all funds required to complete the Project, over and above the amount of available federal funds for the Project.

9. All contracts and subcontracts shall include a provision for compliance with the Mississippi Employment Protection Act as codified in Sections 71-11-1 and 71-11-3 of the Mississippi Code of 1972, and any rules or regulations promulgated by the Commission, the Department of Employment Security, the Department of Revenue, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for the Project including press releases, materials for groundbreakings, ribbon cuttings, other public events, and any other public information or media resources by notifying MDOT's Public Affairs Division, via telephone at 601-359-7074 or by electronic mail at comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded (partially) by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the appropriate Transportation Commissioner, the Executive Director or other designee to speak at any official public ceremony for this Project.

11. The LPA agrees that the Project must follow a schedule that meets MDOT guidelines, and a failure to do so may result in the funds allocated to the Project being rescinded. If the Project funds are rescinded, then the LPA may be required to refund any amounts previously paid to the LPA by MDOT. MDOT's guidelines are derived from Title 23, United States Code, Section 102(b) and Title 23, Code of Federal Regulations, Part 630.112(c)(2).

12. The LPA will be required to submit to the District LPA Engineer monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work that has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule that will report project milestones and the target date for the LPA's request for Advertisement Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to the Commission, a sufficient accounting system with proper internal controls and safeguards to prevent fraud and overpayments. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient

internal controls over the LPA's federal funding are not maintained, federal funds may be withheld, and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced as part of, or in conjunction with, this Project shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

16. The LPA agrees that it will require that engineering plans prepared for the construction of the Project be signed and sealed by the professional engineer assigned to the Project by the consulting engineering firm, or the LPA. Further, the LPA agrees that it is solely responsible for errors and omissions that occur during Project development or during construction, regardless of any review or oversight activity on the part of the Commission or MDOT.

17. The LPA agrees that once construction of the Project has commenced, the LPA is responsible for the Project being completed according to the plans, specifications, addenda, or supplemental agreement, as amended. The LPA acknowledges and agrees that this responsibility continues after the federal funds provided through MDOT are exhausted and the provisions of paragraph 7 B (page 2) will no longer apply.

18. On or before October 31 of each year from the date of this agreement until the Project is completed, the LPA must provide a report to MDOT as required by as required by code section 27-104-351 of the Mississippi Code of 1972, detailing the expenditures of state funds and the intended expenditures of state funds not spent.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with Commission and FHWA approval.

2. Approve permit applications that meet with MDOT standards that are necessary to allow the LPA access to the property of the Commission for the purposes of constructing the proposed transportation improvements. The Commission may enter into an appropriate agreement in its discretion.

3. Work with the LPA, through the District LPA Engineer, during the various phases of the work with the goal of producing a project that will be acceptable to the Commission upon completion.

4. Review all submittals in a timely manner, in accordance with the PDM, to allow the Project to progress in an orderly fashion. The review and oversight conducted by the Commission does not relieve the LPA from its full responsibility for the proper design and construction of the Project.

5. During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any project cost that is eligible for reimbursement.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.
7. At its discretion, make payments for services rendered during the preliminary engineering phase of the project to the LPA's selected Consultant(s). The payments made shall come from the federal funds obligated and will follow MDOT's direct payment procedures.
8. At its discretion, make payments to the Contractor and the LPA's selected Consultant(s) during the construction phase from the Federal funds obligated. The payments made shall come from the federal funds obligated and will follow MDOT's direct payment procedures.

ARTICLE II. GENERAL PROVISIONS

A. The Commission shall have the right to audit all accounts associated with the Project, and should there be any overpayment by the Commission to the LPA, the LPA agrees to refund any such overpayment within thirty (30) days of written notification. Should the LPA fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice given by the LPA, shall not, however, cancel any contract made by the LPA that is to further the purpose of this agreement and that is underway at the time of termination. Any construction contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total, legal and financial responsibility for any such contract. Additionally, funds may be suspended or terminated under the provisions of Section F of this Article.

C. It is understood that this is a Memorandum of Agreement and that more specific requirements for the development and construction of the transportation improvement Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, the MDOT LPA Project Development Manual, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOU, the Commission reserves the right to refuse to obligate funds for the Project.

E. The Executive Director of MDOT is authorized to withhold federal funds for the Project for failure of the LPA, its consultants, or its contractor to follow the requirements of the Standard Specifications for Road and Bridge Construction, latest edition, or the latest online LPA Project Development Manual.

F. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors, or subcontractors to correct the conditions set forth in the Director's notice, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the Project and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the Project terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement for all work satisfactorily completed during the forty-five day period.

G. In the event that circumstances call for MDOT to expend staff time and/or other resources to address issues on the Project, then MDOT may charge time to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the Project may increase.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this Agreement with regard to notice, the following individuals are designated as agents for the respective parties hereto:

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110
For Technical Matters:

LPA:
Billy Hewes, Mayor
City of Gulfport
2309 15th Street
Gulfport, MS 39501
Phone: (228) 868-5801
Fax: (228) 214-2238

COMMISSION:
District LPA Coordinator – District 6
MDOT – Chuck Starita, PE
16499-B Hwy 49
Saucier, MS 39571
Phone: 228.832.0682
Fax: 228.832.0681

LPA:
Wayne Miller, Director of PW and Eng.
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507
Phone: (228) 868-5740
Fax: (228) 214-2238

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the Commission is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the Commission, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The Commission executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the Commission and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, or omissions of the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Agreement.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the _____ day of _____, 20____.

City of Gulfport

Billy Hewes, Mayor

Attested:

(Appropriate clerk etc)

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Brad White, Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

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 _____, 2023, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
APPROVING OPERATING AGREEMENT BETWEEN THE CITY OF GULFPORT
(POLICE DEPARTMENT) AND THE NAVAL CONSTRUCTION BATTALION
CENTER GULFPORT (COMMANDING OFFICER), AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport, by and through its Police Department, the City of Long Beach, by and through its Police Department, and the Naval Construction Battalion Center Gulfport (NCBC) desire to enter into an Operating Agreement Agreement for the purpose of establishing responsibilities for managing emergency calls originating from the Naval Construction Battalion Center and associated Navy properties; and

WHEREAS, a proposed Operating Agreement is attached hereto as Exhibit “A” and establishes the terms of engagement among the entities when engaged in support of one another for the benefit of their respective jurisdictions with respect to emergency calls as set forth above; and

WHEREAS, approval, execution and delivery of the Operating Agreement among the City of Gulfport, the City of Long Beach and Naval Construction Battalion Center Gulfport 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 Operating Agreement between the City of Gulfport, the City of Long Beach and Naval Construction Battalion Center Gulfport, as 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 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 _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2023.

MAYOR

Gulfport Police Department

Memo

To: Assistant City Attorney Margaret Murdock

From: Commander Clayton Fulks

Date: June 8, 2023

Re: Dispatch Operating Agreement

Please see the attached documentation for an agreement regarding dispatch operations. This agreement is to establish responsibilities for managing emergency calls originating from the Naval Construction Battalion Center and associated Navy properties.

Please review for consideration at the next available council meeting.

This is a proposed document routing for review and comment.

OPERATING AGREEMENT

(N62604-230301-001)

BETWEEN

COMMANDER, NAVY REGION SOUTHEAST, REGIONAL DISPATCH CENTER

AND

NAVY CONSTRUCTION BATTALION CENTER, GULFPORT MISSISSIPPI

AND

GULFPORT POLICE DEPARTMENT, GULFPORT MISSISSIPPI
EMERGENCY COMMUNICATION CENTER

AND

HARRISON COUNTY SHERIFF OFFICE, GULFPORT MISSISSIPPI
EMERGENCY COMMUNICATION CENTER

AND

LONG BEACH POLICE DEPARTMENT, GULFPORT MISSISSIPPI
EMERGENCY COMMUNICATION CENTER

Subj: OPERATING AGREEMENT ON MANAGING EMERGENCY ("911") CALLS FOR
SERVICE AT NAVY CONSTRUCTION BATTALION CENTER (NCBC)

1. Purpose. To establish an Operating Agreement delineating responsibilities and a Concept of Operations for managing emergency call ("911" calls) originating from Naval Construction Battalion Center (NCBC) and associated Navy properties, and Navy interactions with Gulfport Police department, Harrison County Sheriff Office and Long Beach Police Department.

2. Scope. This Operating Agreement covers responsibilities and procedures associated with emergency calls originating from Naval Construction Battalion Center (NCBC) and associated Navy properties.

3. Background

a. Commander, Navy Region Southeast (CNRSE) Regional Dispatch Center (RDC) in Jacksonville, FL provides emergency dispatch services to Naval Construction Battalion Center (NCBC) and associated Navy properties.

b. CNRSE, Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department and Naval Construction Battalion Center (NCBC) must coordinate closely to ensure emergency calls originating from Naval Construction Battalion Center (NCBC) and associated Navy properties are promptly answered and managed by either the CNRSE RDC or Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department

4. Concept of Operations

a. Normal Operations. Emergency calls made from landline phones onboard Naval Construction Battalion Center (NCBC) or associated Navy properties are automatically routed to the CNRSE RDC and the CNRSE RDC is responsible for dispatching appropriate emergency services support. Emergency calls made from cellular phones onboard Naval Construction Battalion Center (NCBC) or associated Navy properties are typically routed to the Gulfport Police Department Harrison County Sherriff Office and Long Beach Police Department. When this occurs, Gulfport, Harrison County Sherriff Office and Long Beach Police Department will transfer the calls to CNRSE RDC as soon as a Naval Construction Battalion Center (NCBC) location is determined, and CNRSE RDC will dispatch appropriate emergency services support. During a transfer, Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department will remain on the line until the call is answered by the CNRSE RDC.

b. "911" Outage.

1) If the CNRSE RDC experiences "911" outage but maintains communications with Naval Construction Battalion Center (NCBC) first responders:

a) The CNRSE RDC will notify Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department via phone about the "911" outage in advance, if it results from pre-planned actions or as soon as possible after the outage occurs if it was not foreseen.

b) All emergency calls made from landline phones onboard Naval Construction Battalion Center (NCBC) and associated Navy properties will be automatically re-routed to the Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department and the Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department will not transfer those calls back to the CNRSE RDC.

c) All emergency calls made from cellular phones onboard Naval Construction Battalion Center (NCBC) and associated Navy properties will continue to be routed to the Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department and Gulfport Police Department, Mississippi, Harrison County Sherriff Office and Long Beach Police Department will not transfer those calls to the CNRSE RDC.

This is a proposed document routing for review and comment.

d) Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department will manually forward pertinent information from emergency calls to the CNRSE RDC via admin phone, and the CNRSE RDC will dispatch appropriate emergency services support.

2) If the CNRSE RDC experiences a "911" outage and does not have communications with Naval Construction Battalion Center (NCBC) first responders, or if the CNRSE RDC becomes non-operational for any reason:

a) The CNRSE RDC will notify Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department via phone about the "911" outage in advance if it results from pre-planned actions, or as soon as possible after the outage occurs if it was not foreseen (e.g. RDC evacuation).

b) All emergency 911 calls made from landline phones onboard Naval Construction Battalion Center (NCBC) and associated Navy properties will be automatically re-routed to Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department and the Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department will not transfer those calls back to the CNRSE RDC.

c) All emergency calls made from cellular phones onboard Naval Construction Battalion Center (NCBC) and associated properties will continue to be-routed to the Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department and the Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department will not transfer those calls to the CNRSE RDC.

d) Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department will forward pertinent information from emergency calls to the Naval Construction Battalion Center (NCBC) Security Watch Captain or Fire Chief, as applicable, via pre-designated phone numbers. The Naval Construction Battalion Center (NCBC) Security Watch Captain or Fire Chief, as applicable, will then be responsible for dispatching appropriate emergency services support.

5. Responsibilities.

a. CNRSE RDC will:

1) Transfer any received emergency calls for service that originate outside Naval Construction Battalion Center (NCBC) or associated Navy properties to the Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department. During such transfers, CNRSE RDC will remain on the line until Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department answer the call.

This is a proposed document routing for review and comment.

2) Notify Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department.in advance of “911” outages if the action is pre-planned or as soon as possible after an unforeseen “911” outage occurs, or if the CNRSE RDC becomes non-operational for any reason (e.g. RDC evacuation).

3) Advise Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department as soon as possible if communications with Naval Construction Battalion Center (NCBC) first responders are maintained or disrupted during “911” outages.

4) Be responsible for ensuring the telephone service provider re-routes all incoming “911” emergency calls to the Gulfport Police Department, prior to planned “911” outages and when the CNRSE RDC becomes non-operational. The Gulfport Police Department Harrison County Sherriff Office and Long Beach Police Department shall not be required to re-program its phone transfer equipment to accommodate the CNRSE RDC.

5) Assign a point of contact for resolving technical or procedural questions and issues pertaining to this Operating Agreement.

6) Assign a point of contact to be notified in the event Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department becomes non-operational for any reason.

7) Coordinate in advance with Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department about any changes in notification contacts or procedures; or modifications to “911” system or call routing that might affect the Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department functionality or operations as agreed upon in this Operating Agreement.

8) Coordinate with the CNRSE 911 Addressing Coordinator to ensure updated street addressing data from onboard Naval Construction Battalion Center (NCBC) is shared with Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department.as it becomes available.

9) Assume all costs for CNRSE RDC equipment, services, and recurring monthly costs of phone circuits and Automatic Location Identification (ALI) database access.

10) Conduct quarterly validation of points of contact, contact numbers, and “911” transfer procedures with Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department and Naval Construction Battalion Center (NCBC)

11) Conduct annual review and validation of this Operating Agreement, and update it as appropriate.

This is a proposed document routing for review and comment.

b. Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department will:

1) Transfer any received emergency calls for service that originate on-board Naval Construction Battalion Center (NCBC) or associated Navy properties to CNRSE RDC. During such transfers, Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department will remain on the line until the call is answered by the CNRSE RDC.

2) During “911” transfer failures to the CNRSE RDC, Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department will manually transfer pertinent information from emergency calls originating onboard Naval Construction Battalion Center (NCBC) or associated Navy properties to the CNRSE RDC via a pre-determined 10-digit admin phone number.

3) During “911” failures at the CNRSE RDC, Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department will manually forward pertinent information from emergency calls originating onboard Naval Construction Battalion Center (NCBC) or associated Navy properties to Naval Construction Battalion Center (NCBC) Security Watch Commander or Fire Chief, as applicable, via pre-designated phone numbers.

4) Notify CNRSE RDC as soon as possible if the Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department becomes non-operational for any reason.

5) Assign a point of contact for resolving technical or procedural questions and issues pertaining to this Operating Agreement.

6) Assign a point of contact to be notified in the event the CNRSE RDC becomes non-operational for any reason.

7) Coordinate in advance with CNRSE RDC about any changes in notification contacts or procedures; or modifications to “911” system or call routing that might affect CNRSE RDC functionality or operations as agreed upon in this Operating Agreement.

8) Support quarterly validation of points of contact, contact numbers, and “911” transfer procedures by CNRSE RDC.

9) Conduct annual review and validation of this Operating Agreement, and update it as appropriate.

c. Naval Construction Battalion Center (NCBC) will:

This is a proposed document routing for review and comment.

1) Provide 24/7 contact phone numbers for the Security Watch Captain and Fire Chief to CNRSE RDC and Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department.

2) Dispatch appropriate Naval Construction Battalion Center (NCBC) first responders if the CNRSE RDC is non-operational for any reason, in response to emergency information received via phone from Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department.

3) Support quarterly validation of points of contact, contact numbers, and "911" transfer procedures by CNRSE RDC.

4) Assign a point of contact for resolving technical or procedural questions and issues pertaining to this Operating Agreement.

5) Conduct annual review and validation of this Operating Agreement, and update it as appropriate.

6. Other Provisions

a. Availability of State/Local Funds. All obligations assumed by the Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department under this Operating Agreement are subject to the availability of appropriated funds for carrying out such obligations; as such, funds are appropriated by the State of Mississippi and/ Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department are made available to Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department for such purpose. CNRSE RDC and Naval Construction Battalion Center (NCBC) hereby release the Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department from any claims based upon or attributable to the Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department being unable to carry out its obligations assumed under this Operating Agreement due to a lack of appropriated funds made available to it for such purpose.

b. Availability of Navy Funds. All obligations assumed by CNRSE RDC and Naval Construction Battalion Center (NCBC) under this Operating Agreement are subject to the availability of appropriated funds for the purpose of carrying out such obligations; as such funds are appropriated by the U.S. Congress and made available to the CNRSE RDC and Naval Construction Battalion Center (NCBC) for such purpose. Gulfport Police Department, Harrison County Sherriff Office and Long Beach Police Department hereby releases the CNRSE RDC and Naval Construction Battalion Center (NCBC) from any claims based upon or attributable to CNRSE RDC or Naval Construction Battalion Center (NCBC) being unable to carry out their obligations assumed under this Operating Agreement due to a lack of appropriated funds made available to them for such purpose.

7. Termination of Agreement. This Operating Agreement may be terminated by any party, upon written notice given not less than 30 days prior to the requested termination date, unless all parties agree to a lesser period. Termination by any party shall not provide the basis for any claim against the U.S. Government, U.S. Navy, or State of Mississippi.

8. Points of Contact

Ms. Angela Reddish,
CNRSE RDC Manager
Phone: 904-542-2897
Email: angela.d.reddish2.civ@us.navy.mil

Naval Construction Battalion Center (NCBC)
Lewis Fountain
Phone: 228-871-3620
Email: lewis.c.fountain.civ@mail.mil

Gulfport Police PD
Clayton Shaw
Phone: 228-868-5941
Email: cshaw@gulfport-ms.gov

Harrison County SO
Johnny Fischer
Phone: 228-865-1981
Email: johnnyfischer@harrisoncountysheriff.com

Longbeach PD
D. McRight, CDR
Phone: 228-865-1981
Email: johnnyfischer@harrisoncountysheriff.com

This is a proposed document routing for review and comment.

9. Effective Date. This Operating Agreement is effective upon signature and shall remain in effect until modified or terminated by any of the parties, or superseded by another signed Operating Agreement. Each party will annually review this Operating Agreement to evaluate its currency and effectiveness, and to determine if any modifications are needed. Modifications desired by any party are to be requested in writing at least 30 days in advance of the proposed effective date.

ANGELA REDDISH
RDC Manager
Navy Region Southeast

Date

<NAVAL AIR STATION
JACKSONVILLE CO>
Commanding Officer
Naval Construction Battalion Center
(NCBC)

Date

Clayton Shaw
<Title>
Gulfport PD

Date

POC>
D. McRight, CDR
Harrison County SO

Date

Johnny Fischer
<Title>
Harrison County SO

Date

Memorandum – City of Gulfport

PUBLIC WORKS & ENGINEERING



To: Mayor Billy Hewes and Members of the City Council

CC: Leonard Papania, CAO
Todd Harman, CPA, Director of Finance and Accounting
Jeremy Harrison, P.E., Assistant City Engineer
Tyler Gentry, Assistant Director of Public Works – Operations
Jessica Versiga, Purchasing Agent
Legal Department

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

WEM

Date: September 29, 2023

Re: **Request Approval of Pipeline Crossing Contract with Kansas City Southern Railway Company**
- BUILD – Interconnecting Gulfport Project
- City of Gulfport, Harrison County, MS

Attached for your consideration is the referenced contract with Kansas City Southern “KCS” Railway Company. This contract is required to install a steel carrier pipe for the proposed water main under the KCS Right of Way. The required one-time permit fee in the amount of \$9,375.00 is for use of the said Right of Way payable to “Kansas City Southern Railway Company”.

No additional funding is required for this project at this time.

Thank you for your consideration.

I recommend approval of this contract with Kansas City Southern Railway Company.

Attachments:

1. KCS Pipeline Crossing Contract 22-14693

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 _____, 2023, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE PIPELINE CROSSING CONTRACT WITH KANSAS CITY SOUTHERN
RAILWAY COMPANY WITH RESPECT TO THE INTERCONNECTING GULFPORT
PROJECT, TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME, AND FOR
RELATED PURPOSES**

WHEREAS, the City of Gulfport intends to undertake the Interconnecting Gulfport Project, a project designed to extend Airport Road and construct an overpass over Interstate 10 (hereinafter, “Project”) and the aforementioned Project will require acquisition by negotiation or by eminent domain of right of way; and

WHEREAS, the plans for the project call for a steel carrier pipe for a proposed water main to be installed under and in the Kansas City Southern Railway Company (KCS) Right of Way; and

WHEREAS, KCS has advised that the fee for the permit to use its Right of Way is \$9,375.00; and

WHEREAS, KCS has also provided a Pipeline Crossing Contract concerning the work required in its Right of Way, a copy of which is attached hereto as Exhibit “A”; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that it is in the best interest of the City that the proposed Pipeline Crossing Contract as found at Exhibit “A” hereto be approved and that the same should be approved and executed by the Mayor on behalf of the City, and that payment of the permit fee in the amount of \$9,375.00, via special check, should be approved.

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

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

Section 2. That the proposed Pipeline Crossing Agreement found at Exhibit “A” hereto be and the same is hereby approved, subject to final approval by the Mississippi Department of Transportation (as applicable), and the Mayor be and he is hereby authorized to execute the same on behalf of the City.

Section 3. That payment, by special check, of the permit fee in the amount of \$9,275.00 to Kansas City Southern Railway Company be and the same is hereby approved.

Section 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this
the _____ day of _____, 2023.

APPROVED:

MAYOR

PIPELINE CROSSING CONTRACT (KCS Contract No. _____)

THIS AGREEMENT is effective this September 28, 2023 by and between **THE KANSAS CITY SOUTHERN RAILWAY COMPANY**, a Missouri corporation, called herein "Railway Company", and **CITY OF GULFPORT**, to be addressed at 4050 Hewes Ave., Gulfport, MS 39507, called herein "Licensee".

1. Railway Company, without any warranty or guarantee of suitability of the premises for Licensee's or any other purpose, hereby permits Licensee a license to construct, maintain, operate, use and remove a proposed casing for a water pipeline under Railway Company's tracks and right-of-way at Mile Post MG3.54 (Gulfport Branch Subdivision) Gulfport (Harrison County), MS, the course of the pipeline being described as follows:

As indicated on print of drawing no. 22-14693 dated 08-30-2023, marked Exhibit "A", attached hereto and incorporated herein by reference.

The rights granted under this Agreement are subject to all outstanding superior rights whether or not of record (including those in favor of licensees and lessees of Railway Company's property, and others) and the right of Railway Company to renew and extend the same, and is made without covenant of title, or for quiet enjoyment. Railway Company does not warrant title and Licensee accepts the rights granted herein and shall make no claim against Railway Company for deficiency of title. Licensee acknowledges that the Railway Company's interest in the right-of-way varies from segment to segment and may include lesser interests than fee title. Licensee shall, at Licensee's sole cost and expense, obtain any and all necessary rights and consents from parties other than Railway Company which may have or claim any right, title or interest in the property upon which the Railway Company's right-of-way is located.

2. The carrier pipe is to be installed at a future date and shall be encased in an 18" x 200' steel having a minimum wall thickness of 1" and a minimum yield point of 35,000 PSI. Licensee expressly agrees that its under-track installation shall be by Dry Bore and Jack method and that no boring or excavation shall occur within Railway Company's right-of-way, nor shall any boring occur in the track embankment. The angle of the pipeline crossing beneath Railway Company's property and tracks shall be no less than 90°.

Construction, maintenance, operation, use and removal of the pipeline shall not endanger the safety or condition of Railway Company's property in any way, or the operation of trains or cars, and the pipeline shall be laid at a minimum depth of 21' below the bottom of Railway Company's base of rail and at a minimum depth of 15' below ground level at all other points on the right-of-way. Excavations made on Railway Company's property shall be promptly refilled by Licensee, the earth well tamped, and the ground left in the same condition as before laying of the pipeline.

The pipeline shall be maintained so as to prevent the escape of its contents being conveyed. Connections or valves shall not be placed in the pipeline nearer than forty feet (40') from the center of Railway Company's nearest track. Further, the pipeline and its operation and use, shall comply with any and all applicable governmental laws, rules, and regulations. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a) (7), 60-250.5, 60-741.5, and 29 C.F. R. part 470, relating to equal employment opportunity, if applicable. If required by Railway Company, gates and check valves shall be placed in convenient locations. Licensee agrees that no hydrostatic pressure testing shall be allowed unless the carrier pipe has been encased in a steel casing meeting Railway Company and AREMA specifications.

Construction, maintenance, operation, use and removal of the pipeline shall not endanger the safety or condition of Railway Company's employees or property in any way, or the operation of trains or cars. The location of the pipeline shall be marked, with markers maintained and plainly visible at the right-of-way lines.

3. Licensee shall promptly make necessary repairs to the pipeline, and, in the event of Licensee's failure to do so, repairs may be made by Railway Company at Licensee's expense, which cost Licensee expressly agrees to pay upon presentation of the bill.

Should Railway Company at any time decide a change in the location or other changes in the pipeline are desirable, Licensee will at its cost make the changes at Railway Company's request within thirty (30) days after receipt of written notice from Railway Company, and, upon the failure of Licensee to do so, Railway Company may make such changes at Licensee's expense, which expense Licensee expressly agrees to pay upon receipt of the bill.

LICENSEE HEREBY ASSUMES ANY AND ALL RISKS ARISING OUT OF, INCIDENT TO, OR IN ANY WAY CONNECTED WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE PIPELINE. IN CONSIDERATION OF THE PRIVILEGES HEREIN GRANTED, LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXPRESSLY AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY AND ANY OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF RAILWAY COMPANY, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS, AS THE CASE MAY BE, FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, OUTLAYS, DAMAGES, LIABILITIES AND EXPENSES (WHETHER ARISING IN OR BASED UPON TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) INCLUDING ATTORNEYS' FEES, WHICH MAY BE INCURRED ON ACCOUNT OF INJURY TO OR DEATH OF ANY PERSON WHOMSOEVER, OR LOSS OF OR DAMAGE TO ANY PROPERTY IN ANY WAY, DIRECTLY OR INDIRECTLY, RESULTING FROM, ARISING OUT OF, OR CONNECTED WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE PIPELINE BY LICENSEE OR BY ANYONE ACTING IN ITS BEHALF, ITS OR THEIR, AS THE CASE MAY BE, EXERCISE OF OR PERFORMANCE OF OR ITS OR THEIR FAILURE TO EXERCISE OR PERFORM ANY OF THE RIGHTS, PRIVILEGES, DUTIES OR OBLIGATIONS GRANTED OR IMPOSED UNDER THE PROVISIONS OF THIS AGREEMENT. LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY AND OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF RAILWAY COMPANY, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM AND AGAINST THEIR OWN NEGLIGENCE, EXCEPT FOR SUCH INJURY, DEATH, LOSS OR DAMAGE WHICH MAY BE DUE TO THE SOLE ACTIVE NEGLIGENCE OF RAILWAY COMPANY, ITS OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS, OR EMPLOYEES. LICENSEE HEREBY RELEASES RAILWAY COMPANY AND OTHER RAILWAY COMPANIES OPERATING OVER THE TRACKS FROM ANY DAMAGE TO THE PIPELINE FROM ANY CAUSE WHATSOEVER.

4. It shall be the exclusive duty and responsibility of Licensee to inspect the property subject to this Agreement to make sure that it is safe for the entry of its employees, agents and contractors. Licensee shall advise all of its employees, agents and contractors entering the property of any safety hazards on the property, including, without limitation, the presence of moving vehicles, buried cables, tripping hazards and overhead wires. Licensee shall instruct all of its employees, agents and contractors entering the property that all persons, equipment and supplies must maintain a distance of at least twenty-five feet (25') from the centerline of the track unless authorized by the on-site railroad flagman to be closer than twenty-five feet (25'). Licensee shall ensure that no personnel, equipment or supplies under its control are within the clearance point of the track when moving railroad equipment may be seen from or heard at the property subject to this Agreement. Finally, Licensee shall adopt, publish and enforce safety rules for its employees, agents and contractors that will be on Railway Company's right of way consistent with the requirements of this Section.

5. Rights herein granted are personal and may not be assigned without Railway Company's written consent. The provisions of this Agreement shall be binding upon the successors and permitted assigns of both parties.

6. Upon termination of this Agreement, Licensee shall fill pipeline with a suitable flow able fill material and seal (casings abandoned or replaced by new location work shall be backfilled by methods and materials as directed by the Engineer). The location of abandoned facilities shall be recorded and records maintained by the pipeline owner. Licensee shall restore the property to its original state. Upon failure of Licensee to fill the pipeline and restore the property to its original state, Railway Company may fill it and restore the property to its original state at Licensee's expense, which cost and expense Licensee agrees to pay.

7. Licensee shall not enter nor commence construction on or under Railway Company's property or right-of-way unless accompanied by a Railway Company qualified construction observer and flagger to oversee Licensee's work on Railway Company's property or right-of-way. Licensee will be responsible for all construction observer, flagging and mobilization costs, herein referred to as "Services", and arranging for these necessary Services associated with the installation. To enable arrangements to oversee for these Services that are to be performed under this Agreement, Licensee must submit a written scheduling request to Railway Company's Scheduling Agent, hereinafter referred to as "Scheduling Agent", which request is received by the Scheduling Agent for approved Railway Company qualified construction observer and flagging contractor a minimum of thirty (30) Business Days in advance before Licensee proposes to commence work on or under Railway Company's property or right-of-way. (A "Business Day" is any day Monday through Friday which is neither a federal holiday nor a state holiday at the address of Railway Company's scheduling agent stated below.) The request must contain Licensee's name, the date of this Agreement, the location of the work to be performed, and how many consecutive Business Days will be required for Licensee to complete the work.

Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing these Services, reimburse Scheduling Agent for all of their costs and expenses of providing an inspection, flagging and mobilization prior to installation.

Railway Company's designation of a company or individual as a Railway Company "qualified" flagger or flagger provider, or Scheduling Agent, shall be construed solely as Railway Company's willingness to allow said individual or entity to provide Services on Railway Company's property or right-of-way without further proof of qualification, and shall not be construed as an endorsement or other verification of the abilities or qualifications of said Scheduling Agent by Railway Company. All flaggers or Scheduling Agents provided herein shall be treated solely as independent contractors of Licensee, with no relationship to Railway Company, for all purposes herein. Licensee and its agents, employees and contractors will clear the tracks when directed to do so by the flagger. The presence of the flagger will not relieve Licensee of its duty to keep all of its agents, employees and contractors clear of the tracks when trains are in dangerous proximity to the licensed area. The actions or inactions of the flagger shall be construed for all purposes herein as the actions or inactions of the Licensee, and shall be governed by Licensee's duties of indemnification, and saving harmless under Section 3 of this Agreement.

If Licensee's scheduling request fails to reach Scheduling Agent at least thirty (30) Business Days before Licensee's proposed commencement of work, Railway Company may refuse to allow commencement of the work on the Licensee's proposed commencement date. If Railway Company will not allow the work to proceed on Licensee's proposed commencement date because the scheduling request did not reach Scheduling Agent in time, Railway Company will inform Licensee of this fact as promptly as possible and work with Licensee to arrange an alternative commencement date for the work.

The construction observer and flagger will remain at the site on a reasonably continuous basis to oversee the work, and charges will accrue for each day spent awaiting the completion of the work and the installation of appropriate signs marking where Licensee's facilities enter and leave Railway Company's property and right-of-way. If installation takes longer than contracted for with Scheduling Agent, Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing the inspection, flagging and mobilization, reimburse Scheduling Agent for all of Scheduling Agent's costs and expenses of providing an inspector, flagger and mobilization.

Once Licensee has submitted its scheduling request to Scheduling Agent, should Licensee require a change to the scheduled date, Licensee shall provide Scheduling Agent at least two (2) Business Days' notice prior to the requested start date of the work. If Licensee fails to provide two (2) Business Days' notice of the change, Licensee shall be charged, and agrees to pay, the daily rate, and any travel costs actually incurred, for the construction observer, flagging and mobilization for one (1) day.

8. Licensee agrees to pay to Railway Company for the use of Railway Company's right-of-way and the privilege hereby granted, such use and privilege being expressly limited to the facilities described in Section 1 above, the one-time sum of NINE THOUSAND THREE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$9,375.00) upon execution of this Agreement. Licensee shall pay Railway Company an additional license fee, set in accordance with Railway Company's then current fee schedule, for any additional pipelines, wires or facilities permitted by Railway Company and associated with the crossing.

9. The term of this Agreement shall be for a period of ten (10) years, beginning on the date first written above, and will automatically renew at the end of the initial ten (10) year term for additional one (1) year periods until cancelled by either party upon thirty (30) days advance notice. Notwithstanding the above, either party may terminate this Agreement at any time upon thirty (30) days written notice.

10. Environmental Protection: Licensee shall not permit hazardous waste, hazardous substances or hazardous materials (as those terms are defined in any federal, state or local law, rule, regulation or ordinance) on or in the area covered by this Agreement without the written consent of Railway Company.

Licensee shall at all times keep the area covered by this Agreement in a safe, clean and sanitary condition, and shall not mutilate, damage, misuse, alter or permit waste therein. Should any discharge, leakage, spillage or emission of any hazardous waste, hazardous substance or hazardous material or pollution of any kind occur upon, in, into, under or from the area covered by this Agreement due to Licensee's use and occupancy thereof, Licensee, at its sole cost and expense, shall clean all property affected thereby, to the satisfaction of Railway Company and any governmental body having jurisdiction thereover.

Licensee shall comply with all applicable ordinances, rules, regulations, requirements and laws whatsoever including (by way of illustration only and not by way of limitation) any governmental authority or court controlling environmental standards and conditions on the premises and shall furnish satisfactory evidence of such compliance upon request by Railway Company. **IF, AS A RESULT OF LICENSEE'S OPERATION HEREUNDER, ANY SUCH ORDINANCE, RULE, REGULATION, REQUIREMENT, DECREE, CONSENT DECREE, JUDGMENT, PERMIT OR LAW IS VIOLATED, OR IF, AS A RESULT OF ANY ACTION BY LICENSEE, ANY HAZARDOUS OR TOXIC WASTE, MATERIALS OR SUBSTANCES SHOULD ENTER OR OTHERWISE AFFECT ANY PART OF THE AREA COVERED BY THIS AGREEMENT (INCLUDING SURFACE, SUBSURFACE, AIRBORNE AND/OR GROUND CONTAMINATION), LICENSEE SHALL INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY FROM AND AGAINST ANY PENALTIES, FINES, COSTS, RESPONSE, REMEDIAL, REMOVAL AND CLEAN-UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS,**

IMPOSED UPON OR INCURRED BY RAILWAY COMPANY, CAUSED BY, RESULTING FROM OR IN CONNECTION WITH SUCH VIOLATION OR VIOLATIONS.

FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, LICENSEE AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITY, RESPONSIBILITY AND CAUSES OF ACTION (WHETHER ARISING IN OR OUT OF TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) ASSERTED AGAINST THEM FOR DEATH, INJURY, LOSS OR DAMAGE RESULTING TO RAILWAY COMPANY'S EMPLOYEES OR PROPERTY, OR TO LICENSEE OR LICENSEE'S EMPLOYEES OR PROPERTY, OR TO ANY OTHER PERSONS OR THEIR PROPERTY, AND FOR ALL PENALTIES, FINES, COSTS, RESPONSE, REMOVAL, REMEDIAL AND CLEAN UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, ARISING FROM, RELATED TO OR HAPPENING IN CONNECTION WITH THE USE OF THE AREA COVERED BY THIS AGREEMENT BY LICENSEE AND ITS AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES AND CONTRACTORS.

FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, LICENSEE FURTHER AGREES THAT ITS OBLIGATION OF INDEMNIFICATION AND SAVING HARMLESS HEREUNDER SHALL BE STRICT AND ABSOLUTE AND SHALL REMAIN IN FULL EFFECT IRRESPECTIVE OF ANY NEGLIGENCE ON THE PART OF RAILWAY COMPANY.

11. So long as this Agreement is in effect Licensee agrees to maintain comprehensive general liability and contractual liability insurance with minimum limits of two million dollars (\$2,000,000.00) per occurrence, four million dollars (\$4,000,000.00) aggregate. Licensee shall provide automobile liability coverage in the amount of one million dollars (\$1,000,000.00) combined single limit. In addition, Licensee shall provide or require minimum statutory worker's compensation coverage for all covered employees who are on Railway Company's property. Licensee must also provide a Railroad Protective Liability Insurance policy naming the Railway Company as the Named Insured with coverage limits of at least two million dollars (\$2,000,000.00) per occurrence and six million dollars (\$6,000,000.00) aggregate. The original Railroad Protective Liability policy shall be promptly furnished to Railway Company. Each policy must be issued by financially reputable insurers licensed to do business in all jurisdictions where work is performed during the term of the Agreement. A certificate of insurance will be provided to Railway Company by Licensee, reasonably satisfactory to Railway Company in form and content, evidencing that all required coverage is in force and have been endorsed to provide that no policy will be canceled or materially altered without first giving the Railway Company thirty (30) day's prior written notice. Commercial general liability policy will name Railway Company as an additional insured and, to the fullest extent allowed under law, will contain a waiver of subrogation in favor of Railway Company. All policies will be primary to any insurance or self-insurance the Railway Company may maintain for acts or omissions of Licensee or anyone for whom Licensee is responsible. Any deductible or self-insured retention on the required insurance shall be the responsibility of Licensee. Licensee will include copies of relevant endorsements or policy provisions with the required certificate of insurance. Nothing contained in this Section limits Licensee's liability to the Railway Company to the limits of insurance certified or carried by Licensee. If Licensee utilizes subcontractors in performance of this Agreement, the subcontractors must meet the same insurance requirements as the Licensee. If a subcontractor does not meet the coverage requirements of this Section, subcontractor must either supplement the deficient areas of coverage or Licensee must certify that Licensee has acquired sufficient coverage to supplement the deficiency of subcontractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their authorized representatives as of the date first above written.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

By: _____

Title: _____

Date: _____

CITY OF GULFPORT

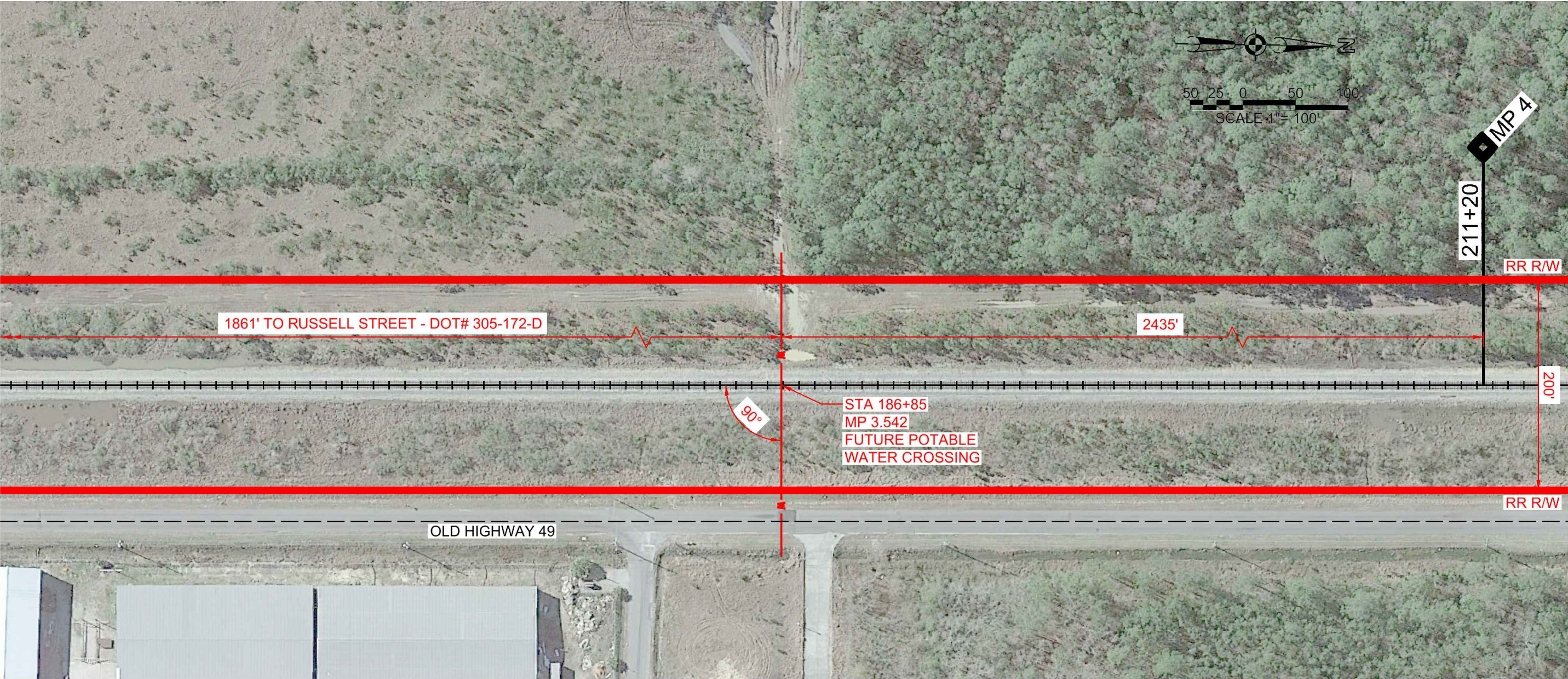
By: _____

Title: _____

Date: _____

TO GULFPORT, MS

TO HATTIESBURG, MS



NOTE: (1) FUTURE POTABLE WATER CROSSING

NOTE: IN CASE OF EMERGENCY CONTACT KCS CRITICAL INCIDENT DESK IMMEDIATELY AT 877-527-9464.

SPECIFICATIONS:

	CARRIER	CASING	INSTALLATION DETAILS
CONTENTS:	FUTURE POTABLE WATER	FUTURE POTABLE WATER	METHOD OF INSTALLATION: DRY JACK AND BORE
LENGTH OF PIPE ON RW:	N/A	200'	BURY: BASE OF RAIL 21'
OUTSIDE DIAMETER:	N/A	18"	BURY: (NOT BENEATH TRACKS) 15'
PIPE MATERIAL:	N/A	STEEL	BURY: (ROADWAY DITCHES) 15'
MIN. YIELD STRENGTH:	N/A	35,000 PSI	CATHODIC PROTECTION: NO
WALL THICKNESS:	N/A	1"	CASING VENTED: N/A- VENTS ABOVE SURFACE: N/A
WORKING PRESSURE:	N/A	N/A	NUMBERS OF VENTS: N/A
TYPE OF JOINT:	N/A	WELDED	SEALS: BOTH ENDS: N/A TYPE: N/A
COATING:	N/A	N/A	PARALLEL DISTANCE FROM CL OF TRACK: N/A

KANSAS CITY SOUTHERN
RAILWAY COMPANY



Date:	08-30-2023	APPROVED BY:
Drawn By:	SLT	
Checked By:	JJY	
Company:	WILSON & COMPANY, INC.	
Sheet No:	1 of 1	Map #: V2-A/1
Scale:	1" = 100'	KCS FILE NO: 22-14693

EXHIBIT "A"

PROPOSED UNDERGROUND
FUTURE POTABLE WATER CROSSING FOR
CITY OF GULFPORT, MS
AT MP 3.542
GULFPORT BRANCH SUBDIVISION
GULFPORT, MS (30.420120, -89.095960)

This map is used by KCS and its subsidiary companies in the ordinary course of business. It is intended as an illustration and should be used only with the express understanding that they make no representations whatsoever about the quality, accuracy, errors, or omissions relating to this map. This map should not be scaled for accurate measurements.

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 _____, 2023, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE
PROFESSIONAL SERVICES AGREEMENT WITH GULF COAST CENTER FOR
NONVIOLENCE, INC., TO SERVE AS DOMESTIC VIOLENCE VICTIM ADVOCATE, AND
FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport, Mississippi, is a municipal corporation organized and existing according to the laws of the State of Mississippi and is governed by its Mayor and City Council ("Governing Authority"); and

WHEREAS, the City of Gulfport employs a full-time City Prosecutor who serves as Administrator of the City Prosecutor's Office in the City's Legal Department; and

WHEREAS, in support of victims of domestic violence, the city also utilizes the services of a contractor as a "victim advocate", which position is funded by a Victims of Crime Act (VOCA) grant; and

WHEREAS, the Gulf Coast Center for Nonviolence, Inc., has a number of years of experience working with victims of domestic violence and desires and is willing to contract with the City to perform the work of the "domestic violence victim advocate" pursuant to the terms of the proposed Professional Services Agreement attached hereto as Exhibit "A".

**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 Professional Services Agreement between the City of Gulfport and Gulf Coast Center for Nonviolence, Inc., be and it is hereby approved, contingent upon funding being approved, in substantially the same form as is found in Exhibit "A" to this resolution, and the Mayor be and he is, hereby, authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution shall be 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 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 _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

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 _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE SERVICE AGREEMENT WITH H&S COMMERCIAL & INDUSTRIAL CONSTRUCTION, LLC, IN CONNECTION WITH THE 2023 HARBOR LIGHTS WINTER FESTIVAL, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is preparing for the 2023 Harbor Lights Winter Festival to be held in Jones Park; and

WHEREAS, among the services required to ensure the success of the 2023 Harbor Lights is the installation and removal of the silhouette light forms, tunnels, ornaments, pole trees, RGB arches and other light features around Jones Park; and

WHEREAS, H&S Commercial & Industrial Construction, LLC, has proposed doing the required work for the total cost of \$105,000.00, as more fully set forth in the proposal attached hereto as Exhibit “A” ;

WHEREAS, approval of the said proposal and issuance of a Purchase Order to H&S Commercial & Industrial Construction, LLC, for the described services is believed to be in the best interest of the City of Gulfport.

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

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

Section 2. That the proposal of H&S Commercial & Industrial Construction, LLC, for installation and removal of the silhouette light forms, tunnels, ornaments, pole trees, RGB arches and other light features for the 2023 Harbor Lights Winter Festival be and the same is approved and the issuance of a Purchase Order for the said work is hereby authorized.

Section 3. That the requirement of the Gulfport City Council of the issuance of a Request for Proposals for this work be and the same is hereby waived.

Section 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the Governing Authority, and to be in full force and effect as provided by law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR



Gulfport Christmas Lights Installation

H&S Construction
4802 Harrison Cir
GULFPORT, MS 39507
(228) 263-1112
carlosbell@hsgs.org

P.O Box 1780 - Gulfport, MS 39502
Scorpio Normand
(228) 669-0618
snormand@gulfport-ms.gov

Service Agreement Proposal

Subject: Gulfport Harbor Light Festival Service Agreement Proposal

Dear Mr. Scorpio Normand,

I hope this message finds you well. Service Agreement proposal for the upcoming Gulfport Harbor Light Festival. We are excited about the opportunity to contribute to this event and ensure its success.

Service Agreement Details:

1. Service Scope: H&S Construction will be responsible for transporting and installing the Gulfport Harbor Light Festival at Jones Park. Upon the completion of the festival, we will also disassemble the lights, pack each section securely, and return them to the City's storage facility.
2. Timeline: Our team at H&S Construction is committed to delivering high-quality service. We plan to have all lights installed and thoroughly tested during the week of November 13th - 17th. This will ensure that the Gulfport Harbor Light Festival is ready to dazzle visitors on schedule.
3. Dedication: We want to emphasize that our team at H&S Construction is fully dedicated to the success of this project. OurHeart & Soul will be at the forefront of every aspect of this endeavor, ensuring that every detail is handled with the utmost care and professionalism.

Thank you for trusting H&S Construction as your partner for the Gulfport Harbor Light Festival.

Always Forward!

Carlos Bell
President
H&S Construction

Gulfport Christmas Lights Installation

P.O Box 1780 - Gulfport, MS 39502

Silhouettes

#	Item	Activity	Quantity	Total
1	Install Silhouettes	Install	1 EA	40,000.00
			Group total	\$40,000.00

Tunnels (2)

#	Item	Activity	Quantity	Total
2	Tunnel	Install	2 EA	20,000.00
			Group total	\$20,000.00

Ornaments

#	Item	Activity	Quantity	Total
3	Ornaments Install	Install	2 EA	18,000.00
			Group total	\$18,000.00

Pole Trees

#	Item	Activity	Quantity	Total
4	Pole Trees	Install	1 EA	10,000.00
			Group total	\$10,000.00

Gulfport Christmas Lights Installation

P.O Box 1780 - Gulfport, MS 39502

RGB Arches

#	Item	Activity	Quantity	Total
5	RGB Arches	Install	1 EA	15,000.00
			Group total	\$15,000.00

Miscellaneous

#	Item	Activity	Quantity	Total
6	Miscellaneous - Rental, Etc.	Material	1 EA	2,000.00
			Group total	\$2,000.00

Gulfport Christmas Lights Installation

P.O Box 1780 - Gulfport, MS 39502

Summary

Group Name	Total
Silhouettes	40,000.00
Tunnels (2)	20,000.00
Ornaments	18,000.00
Pole Trees	10,000.00
RGB Arches	15,000.00
Miscellaneous	2,000.00
Project Total	\$105,000.00

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 _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE SERVICE AGREEMENT WITH HEAVENLY TOUCH LANDSCAPING, IN CONNECTION WITH THE 2023 HARBOR LIGHTS WINTER FESTIVAL, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is preparing for the 2023 Harbor Lights Winter Festival to be held in Jones Park; and

WHEREAS, among the services required to ensure the success of the 2023 Harbor Lights is the installation and removal of rope barriers, fencing with screens, Santa's Village, signage and other features around Jones Park; and

WHEREAS, Heavenly Touch Landscaping has proposed doing the required work for the total cost of \$50,000.00, as more fully set forth in the proposal attached hereto as Exhibit "A" ;

WHEREAS, approval of the said proposal and issuance of a Purchase Order to Heavenly Touch Landscaping for the described services is believed to be in the best interest of the City of Gulfport.

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

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

Section 2. That the proposal of Heavenly Touch Landscaping for installation and removal of rope barriers, fencing with screens, Santa's Village, signage and other features for the 2023 Harbor Lights Winter Festival be and the same is approved and the issuance of a Purchase Order for the said work is hereby authorized.

Section 3. That the requirement of the Gulfport City Council of the issuance of a Request for Proposals for this work be and the same is hereby waived.

Section 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the Governing Authority, and to be in full force and effect as provided by law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR

Contact No: (228) 669-8916

Christmas at Jones Park service proposal agreement

Assigned structural transport to park with setup(Oct to Opening Day)

1. Load any assigned Frames from the warehouse and Quonset hut to the Jones park site.
2. Install barrier stakes and rope in outlined areas.
3. Set up Security fencing around park and designated areas with screen attachment.
4. Help set up Santa's Village and carpet layout
5. Help with any structural and sign set up assigned by Scorpio

Weekly cost for services \$6,250

Cost for 8 weeks of service \$50,000

Contractor signature


Tyree Davis

10/06/23



We appreciate your business!

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 _____, 2023, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO ACCEPT FY 2022 JUSTICE ASSISTANCE GRANT PROGRAM GRANT NUMBER
15PBJA-23-GG-03572-JAGX, AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport, by and through the Gulfport Police Department, applied for the FY 2023 Justice Assistance Grant (JAG) Program; and

WHEREAS, having applied for the said grant, the Police Department has been advised that the grant, which is a multi-agency grant with the City of Gulfport as the fiscal agent/administrator for the Grant, has been awarded in the total amount of \$86,731.00; and

WHEREAS, as set out more fully in the attached memorandum from Adam Cooper, Chief of Police, the grant, for which no matching funds are required, includes funding in the amount of \$42,925.00 for the City of Gulfport, which funding will be used to fund the purchase of thirty-three (33) Glock model 45 handguns equipped with Holosun red dot light systems for use by Gulfport police officers; and

WHEREAS, the proposed Grant documents are attached hereto and are included in Exhibit “A” hereto.

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

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

SECTION 2. That the Grant Documents attached hereto as Exhibit “A” be and the same are hereby approved in the form as is found in Exhibit “A” to this resolution, and the Mayor is, hereby authorized to execute and deliver the same, as well as any other documents as may be required to effectuate the acceptance of the grant, 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 _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2023.

MAYOR



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF GULFPORT 2200 15TH ST
City, State and Zip:	GULFPORT, MS 39501
Recipient UEI:	G8SCFJ32K4N5
Project Title: Patrol effectiveness and enhancement through updated equipment.	Award Number: 15PBJA-23-GG-03572-JAGX
Solicitation Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: \$86,731.00	Federal Award Date: 9/25/23
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/22	Project Period End Date: 9/30/26
Budget Period Start Date: 10/1/22	Budget Period End Date: 9/30/26
Project Description: The Cities of Biloxi, Gulfport and Harrison County Mississippi are certified as disparate agencies by the BJA Director, based in part on input from the state's Attorney General. Therefore, this is a joint application and the program narrative will address problems from three distinctly different jurisdictions. Although each participating agency has very specific needs and will use the 2023 JAG funding to address those needs, the overall goal of this project is to provide each agency with the resources needed to maintain the staffing level and resources necessary to adequately respond to calls for service and to proactively work with citizens and other local, state, and federal law enforcement agencies in order to provide a safe secure community where residents can live without fear of crime.	

Award Letter

September 25, 2023

Dear April Gingerella,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF GULFPORT for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$86,731.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

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

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General
Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

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

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

?

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information**Recipient Name**

CITY OF GULFPORT

UEI

G8SCFJ32K4N5

Street 1

2200 15TH ST

Street 2**City**

GULFPORT

State/U.S. Territory

Mississippi

Zip/Postal Code

39501

Country

United States

County/Parish**Province****Award Details****Federal Award Date**

9/25/23

Award Type

Initial

Award Number

15PBJA-23-GG-03572-JAGX

Supplement Number

00

Federal Award Amount

\$86,731.00

Funding Instrument Type

Grant

**Assistance Listing
Number****Assistance Listings Program Title**

16.738

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT13945182

Grant Manager Name

Wai Yee Tsang-White

Phone Number

202-451-7159

E-mail Address

Wai.Yee.Tsang-White@usdoj.gov

Project Title

Patrol effectiveness and enhancement through updated equipment.

Performance Period Start

Date

10/01/2022

Performance Period End Date

09/30/2026

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2026

Project Description

The Cities of Biloxi, Gulfport and Harrison County Mississippi are certified as disparate agencies by the BJA Director, based in part on input from the state's Attorney General. Therefore, this is a joint application and the program narrative will address problems from three distinctly different jurisdictions.

Although each participating agency has very specific needs and will use the 2023 JAG funding to address those needs, the overall goal of this project is to provide each agency with the resources needed to maintain the staffing level and resources necessary to adequately respond to calls for service and to proactively work with citizens and other local, state, and federal law enforcement agencies in order to provide a safe secure community where residents can live without fear of crime.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

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

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

3

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

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

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

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

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

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

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at

any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

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

5

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

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

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

6

Requirement for data on performance and effectiveness under the award

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

7

Compliance with DOJ Grants Financial Guide

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

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

9

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

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

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

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

10

Effect of failure to address audit issues

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

11

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

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

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

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

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

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

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

12

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

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

13

Requirements related to "de minimis" indirect cost rate

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

14

Employment eligibility verification for hiring under the award

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

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

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

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

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

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

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

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. Staff involved in the hiring process

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

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate

person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

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

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

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

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

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

15

OJP Training Guiding Principles

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

16

Determination of suitability to interact with participating minors

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

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

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

17

Potential imposition of additional requirements

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

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period

of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

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

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

19

Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

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

20

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

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

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

21

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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

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

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

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

25

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

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

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

26

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

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

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

27

Requirement to report potentially duplicative funding

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

28

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

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

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

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

Requirements related to System for Award Management and Universal Identifier Requirements

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

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

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

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

30

Restrictions on "lobbying"

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

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

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

31

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

32

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

33

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

34

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the

time of closeout.

41

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

42

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

43

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

45

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records

systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

46

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

47

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

48

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

50

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

51

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

53

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

55

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

56

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

57

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

58

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

59

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

60

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

61

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

63

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

64

Withholding of funds for Memorandum of Understanding

The recipient may not expend or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and an Award Condition Modification has been issued to remove this condition.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

Deputy Assistant Attorney General

Name of Approving Official

Maureen Henneberg

Signed Date And Time

9/20/23 8:52 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
Grant Manager

Signed Date And Time

Memorandum

To: Mayor Billy Hewes
From: Chief Adam Cooper, Gulfport Police Department
Date: September 27, 2023
Re: Accept FY 2023 Justice Assistance Grant (JAG) program

Subject: Permission to Accept FY 2023 Justice Assistance Grant (JAG) Program Award Number 15PBJA-23-GG-03572-JAGX.

Your permission is requested to accept the grant identified above. This grant is unusual in that the Bureau of Justice Assistance allocates funds to specific agencies and requires those agencies that have been certified as disparate by the state's attorney general's office to submit a joint application with one agency identified as the fiscal agent/administrator. The Gulfport Police Department submitted the application and will serve as the fiscal agent/administrator. The award total is \$86,731.00 divided as follows: Gulfport \$42,925.00, Biloxi \$27,421.00 and Harrison County \$16,385.00. Gulfport Police Department will use these funds to purchase 33 Glock model 45 handguns equipped with Holosun red dot sight systems for officers. Also, the Gulfport Police Department will be purchasing 7 Leupold mark 5HD scopes for members of the sniper team. No matching funds are required.

I appreciate your consideration of this request. If you have any questions, please feel free to call me at 868-5964.

CONFIDENTIAL



FIRE DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5950
Fax: 228-868-5808

Central Station
1515 23rd Avenue
Gulfport, MS 39501

Memorandum

FIRE DEPARTMENT

To: Mayor Billy Hewes
Leonard Papania, CAO
Councilman Kenneth Casey
Councilman Ron Roland
Councilwoman Ella Holmes-Hines
Councilman F.B. Walker IV
Councilman Myles Sharp
Councilman Robert Flowers
Councilman Richard Kosloski

From: Billy Kelley, Fire Chief

Date: October 6, 2023

Re: **Permission to Accept MOHS grant for Equipment**

Please place the item described below on the October 17th Council Agenda.

The Gulfport Fire Department respectfully requests permission to accept grant funding from MOHS in the amount \$150,000.00 for the purchase of equipment and training. The grant does not require any type of match.

Thank you for your consideration in this matter,

A handwritten signature in blue ink that reads "Billy Kelley". The signature is written in a cursive, flowing style.

Billy Kelley
Fire Chief, City of Gulfport

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE CITY OF GULFPORT, BY AND THROUGH THE GULFPORT FIRE DEPARTMENT TO ACCEPT A FY 2023 MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY OFFICE OF HOMELAND SECURITY GRANT, AND FOR RELATED PURPOSES

WHEREAS, the Homeland Security and Law Enforcement Terrorism Prevention grants provide funding to law enforcement to plan and initiate programs within the areas of prevention, protection, response and recovery as they relate to homeland security, terror threats and other hazardous events; and

WHEREAS, pursuant to authority of the Gulfport City Council, the City of Gulfport, by and through the Gulfport Fire Department, applied for a Homeland Security and Law Enforcement Terrorism Prevention grant to obtain funding needed to fulfill the City and Fire Departments obligation to protect its citizens by providing funds for the purchase of the services, training and equipment noted in the grant documents attached hereto as Exhibit “A”; and

WHEREAS, the Gulfport Fire Chief has been advised that the City of Gulfport has been awarded a FY 23 Homeland Security grant in the amount of \$150,000.00 (note: grant funds are provided as reimbursement) as more fully set forth in the grant documents attached hereto as Exhibit “A”, which documents provide additional details regarding the grant, including funding information.

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

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

Section 2. That the City of Gulfport, by and through the Gulfport Fire Department, be and it is hereby authorized to accept for a FY 23 Homeland Security grant, the details of which are more fully set forth in the grant documents attached hereto as Exhibit “A” and to take any and all steps, including

document execution by the appropriate persons, as may be required to complete and effectuate said acceptance.

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 _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

MISSISSIPPI OFFICE OF HOMELAND SECURITY HOMELAND SECURITY GRANT PROGRAM SUB-RECIPIENT GRANT AWARD

Sub-Recipient Name: Gulfport Fire Department Task Force

Project Title: Homeland Security Grant Program

Grant Period: 9/1/2023 – 8/31/2024

Date of Award: 9/1/2023

Total Amount of Award: \$150,000

Grant Number: 23HS202T

In accordance with the provisions of Federal Fiscal Year 2023 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2023-SS-00007-S01**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C.603).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return to the MOHS by **November 1, 2023**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

Grant funds will be disbursed to Sub-Recipients (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Sub-Recipient provides assurance that funds will not be used to supplant or replace local, state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT

Signature of Authorized Signatory Official



9/27/23

Signature of MOHS Executive Director/SAA

MISSISSIPPI OFFICE OF HOMELAND SECURITY



FY23 HOMELAND SECURITY GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET

FY23 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

1. Sub-Recipient's Name:
Gulfport Fire Department

Mailing Address:
1515 23rd Ave.
Gulfport, MS 39501

Telephone Number:
228.860.5008

E-Mail: cbryant@gulfport-ms.gov

2. Effective Date of Grant: September 1, 2023

3. Sub-Recipient Grant Number: 23HS202T

4. Grant Identifier (Funding Source & Year):
EMW-2023-SS-00007-S01

5. Period of Performance: Start and End Dates:
September 1, 2023-August 31, 2024

6. Subgrant Payment Method:
☒ Cost Reimbursement Method

7. CFDA # - 97.607- Homeland Security
Grant Program

8. UEI # -

9. Congressional District: 4th

10. FAIN #: 646000779

11. Initial Federal Award
Date: September 1, 2023

12. Federal Awarding Agency:
Homeland Security (800)368-6498

13. Research and Development Grant:
☐ Yes ☒ No

14. Indirect Cost Rate
Charged: \$0.00

15. The following grant funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary		(1) Federal	\$150,000	\$0.00	100%
(2) Personal Services-Fringe		(2) State	\$0.00	\$0.00	0%
(3) Contractual Services	\$,7050	(3) Local	\$0.00	\$0.00	0%
(4) Travel/Training	\$35,000	(4) Other	\$0.00	\$0.00	0%
(5) Equipment	\$104,050	Total:	\$150,000	\$0.00	100%
(6) Commodities/Supplies	\$3,900	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Other		Number of Grants:	FY20	FY21	FY22
TOTAL	\$150,000	TOTAL:	\$202,200	\$140,000	\$150,000

The Sub-Recipient agrees to operate the program outlined in this Grant Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; Agreement of Understanding and Compliances, and all required documentation.

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Recipient, are also incorporated into this agreement, and Sub-Recipient agrees to fully comply therewith.

14. Approval from Grantee:

 9/27/23
Signature Date

15. Approval from Sub-Recipient:


Signature Date

Name: Baxter Kruger
Title: MOHS Executive Director/SAA

Name:
Title: Authorized Signatory Official

FY23 HOMELAND SECURITY GRANT PROJECT DESCRIPTION

The Mississippi Office of Homeland Security Grant Program (HSGP) is provided by Federal grant funds to assist local, state, and tribal efforts in obtaining the resources required to support the National Preparedness Goal, mission areas and core capabilities to build a culture of preparedness. All grant programs funded will help the State of Mississippi in the prevention, preparation, protection, and response to acts of terrorism.

These efforts will be coordinated through the grants and operation programs, along with training and exercises developed during the grant year. All programs will utilize risk assessments, data, and community knowledge to target and deploy resources that are community and state-wide threats and hazards.

FY23 HOMELAND SECURITY PROJECT GOALS AND OBJECTIVES

PROJECT:

Establish and enhance terrorism intelligence to include, but not limited to an early warning system, center, or task force.

GOAL:

Increase jurisdiction participation with multi-level intelligence components and agencies to prevent, protect against, respond to, and recover from Weapons of Mass Destruction (WMD) and/or Terrorism incidents and attacks.

OBJECTIVES:

Provide intelligence gathering and information sharing capabilities to 50% of local jurisdictions within three (3) years after approval of state strategy.

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts.

OBJECTIVES:

Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within three (3) years after approval of state strategy.

Improve the number of emergency responders prepared to respond to WMD/CBRNE incidents, including hoaxes and suspicious packages within three (3) years of the approval of the state strategy.

FY23 PROGRAM MILESTONE SCHEDULE

The program milestone schedule is intended to provide the Sub-Recipient, a proposed list of planned activities, implementation dates, for the implementation of the grant. Program milestones will be provided in the Sub-Recipient's quarterly reporting, as when the milestone should be completed.

1st QUARTER (SEPTEMBER, OCTOBER & NOVEMBER)

- Completed Environmental Historic Preservation Form and submit to MOHS (If required). Please include the EHP form and photographs of the outside of the building, as well as places where equipment will be installed.
- Complete NIMS Training (100, 200, 700 and 800), if not completed.
- Complete Cyber-Security Assessment required questions and return completion form to MOHS.
- Solicit quotes and/or bids for equipment. (If equipment is over \$5,000.00, two (2) quotes are required)
- Review proposals, quotes, bids and select vendors.
- Purchase approved equipment during the 1st quarter for the grant year.
- Begin preparation of 1st Quarter Report. (September 1-November 30). Due to MOHS December 15th.
- Send the full Grant Agreement with authorized signatory signatures to MOHS.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

2nd QUARTER (DECEMBER, JANUARY & FEBRUARY)

- Submit 1st Quarter Report to MOHS. Due December 15.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 2nd Quarter Report. (December 1-February 28). Due to MOHS March 15.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

3rd QUARTER (March, APRIL & MAY)

- Submit 2nd Quarter Report to MOHS. Due March 15th.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 3rd Quarter Report. (March 1-May 31). Due to MOHS June 15th.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

FY23 PROGRAM MILESTONE SCHEDULE

4th QUARTER (June, July, and August)

- Submit 3rd Quarter Report to MOHS. Due June 15th.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 4th Quarter Report. (June 1-August 31). Due to MOHS September 15th.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

CLOSEOUT (September 1-October 1)

- Submit 4th Quarter Report. (June 1-August 31). Due to MOHS September 15th.
- Prepare Closeout Documents and submit to MOHS. Due October 15th.
- Assess and review program's threats, hazards, core capabilities and needs.

FY23 Mississippi Office of Homeland Security-Cost Summary Support Sheet

1. Sub-Recipient Agency: Gulfport Fire Department Task Force				
2. Sub-Recipient Grant Number: 23HS202T		3. Grant ID: FY23 HSGP	4. Beginning: September 1, 2023	5. Ending: August 31, 2024
6. Activity: Homeland Security Grant Program				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary			\$0.00	
Personal Services-Fringe			\$0.00	
Contractual Services	AT&T FirstNet (devices) \$400/mo = \$5,000 SatrLink Internet \$150/mo = \$1800 Sartopo \$250 Yearly = \$250	\$7,050	\$0.00	
Travel/Training	Training/Exercises est (60) @ \$500 = \$30,000 SUSAR Conferences 3-5 @ \$1000 = \$5,000	\$35,000	\$0.00	
Equipment	(2) Night Vision Kit @ \$5000 = \$10,000 (1) MSWIN Radio @ \$10,000 Warning Lights (1) @ \$5,000 Hazmat Suit (5) @ \$1000 = \$5,000 Bed Cover for Prime Mover @ \$2,500 Prime Mover @ \$64,000 StarLink @ \$25,000	\$104,050	\$0.00	
Commodities/Supplies	(12) Gas Monitors @ \$300 = \$3,600 (1) Tow Hitch @ \$300	\$3,900	\$0.00	
Other:			\$0.00	

TOTALS	\$150,000	\$0.00	
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MISSISSIPPI OFFICE HOMELAND SECURITY GRANT AGREEMENT OF UNDERSTANDING AND COMPLIANCES

This Grant Agreement (GA) is made and entered into by and between the State of Mississippi by and through the Mississippi Department of Public Safety and the Mississippi Office of Homeland Security, hereto referred to as State, and governmental unit or agency named in this Agreement, hereinafter referred to as Sub-Recipient.

Section 2002 of the Homeland Security Act of 2023 and the Department of Homeland Security Appropriation Act, 2021, as amended, provides federal funds to the State for approved homeland security projects for the purpose of enhancing, the ability of state, local, tribal, and territorial governments, as well as non-profits, to prevent, protect against, respond to, and recover from terrorist attacks, and

The State may make said funds available to state, local, tribal, and territorial governments, as well as non-profits entities upon application and approval from the State and Homeland Security, and

The Sub-Recipient must comply with all requirements listed herein, to be eligible for federal funds in approved homeland security projects, and

Now, therefore in consideration of mutual promises and other consideration, the parties agree as follows:

Federal Terms and Conditions:

Terms and conditions pertain not only to Recipients, but grant funded Sub-Recipients, as well. The following list of terms and conditions should be reviewed and followed. The FY2023 Department of Homeland Security Standard Terms and Conditions, can be found at: <https://www.dhs.gov/sites/default/files/2023-01/FY%202023%20DHS%20Terms%20and%20Conditions%20Version%202%20Dated%20November%2029%202023.pdf#:~:text=The%20Fiscal%20Year%20%28FY%29%202023%20DHS%20Standard%20Terms,right%20to%20seek%20judicial%20enforcement%20of%20these%20obligations>.

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulation

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. Ensuring the Future is Made in All of America by All of America's Workers

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in

accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part FY 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure

are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXVI. Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Certifications Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; Drug-Free Workplace Requirements; Procurement; Organizational and Financial Requirement; following Sub-Recipient Procedures: Disclosures: Disclosure of Information and Conflict of Interest

Sub-Recipients should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-Recipients should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and

Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State determines to award the covered transaction, grant, or other agreement.

1. Lobbying

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension, and Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods

or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. Drug-Free Workplace

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

The Subrecipient will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy.
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace.
4. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Subrecipient's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (e) Including the provisions of the foregoing clauses in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. Procurement:

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.326.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.
3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms reused when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

5. Organizational and Financial Requirement

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.
 - a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing, and other review controls.
 - b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.
2. Subrecipients must have an adequate system of internal controls which:
 - a. Presents, classifies, and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except those records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three-year period, whichever is later.
 - b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and 42 CFR § 200.318(c)(1) conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - c. Provides information for planning, control, and evaluation of direct and indirect costs.
 - d. Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.
3. Notification of Organizational Changes Required:
 - a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
 - i. having new or substantially changed systems
 - ii. having new compliance personnel
 - iii. loss of license or accreditation to operate program
 - iv. organizational restructuring

6. Following Subrecipient Procedures:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or

Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in:

- (a) 2 CFR 200 § 302 Financial Management

7. Disclosure of Information:

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

8. Conflict of Interest

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.

2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

9. Prohibition on certain telecommunications and video surveillance services or equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information. (d) See also §200.471.

FEMA Standard Terms and Conditions

FISCAL YEAR 2023 FEMA STANDARD TERMS AND CONDITIONS

[<https://www.fema.gov/fact-sheet/fiscal-year-2023-fema-standard-terms-and-conditions>]

Release Date: Mar 8, 2023

FEMA standard terms and conditions are updated each fiscal year (FY). This Fact Sheet displays the FEMA standard terms and conditions for FY 2023. These standard terms and conditions apply to all non-disaster financial assistance awards funded in FY 2023.

1. Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website [<https://www.fema.gov/grants/guidance-tools/environmental-historic>]. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

2. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

3. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

4. Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

5. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308 [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>].

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>] regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>] to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) [<https://www.grants.gov/forms/post-award-reporting-forms.html>] you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

6. Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.211>] requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Mississippi Office of Homeland Security

Terms and Conditions:

1. Sub-Recipient must comply with the rules and regulations of 2 CFR 200.
2. Sub-Recipients are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
3. Sub-Recipients must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
4. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for **twelve (12) months** during the year of equipment purchase only.
5. Position descriptions are required for each person to be paid with grant funds and an organizational chart identifying grant funded position(s).
6. A physical inventory of property and equipment must be completed, and the results reconciled with the MOHS property control, at least once every two years.
7. The MOHS requires that property and equipment acquired with grant funds be tagged and tracked using an inventory management system.
8. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. To improve interoperability, all radios purchased under this grant should be APCO 25 compliant.
9. The designated representative certifies that he/she has legal signatory authority to receive assistance.
10. Sub-Recipients shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
11. Sub-Recipients shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative and the MOHS.
12. Sub-Recipient is aware of and shall comply with cost-sharing requirements, if applicable.
13. Sub-Recipient shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as applicable and/or as directed by the DPS Authorized Representative and the MOHS.
14. Sub-Recipient shall comply with the Single Audit Act of 1996 and 2 CFR 200.501. Copies of audit reports when issued and provide audit findings to the MOHS. Copies will be made available, as needed.
15. Sub-Recipient shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.

16. Sub-Recipient **shall return** to the State, within thirty (30) days of such request by the DPS Authorized Representative, any funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
17. Sub-Recipient shall comply with all applicable provisions of Federal and State laws and regulations regarding procurement of goods and services.
18. Sub-Recipient shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 41 U.S.C Code §8103.
19. Sub-Recipient shall comply with all Federal and State statutes and regulations relating to non-discrimination.
20. Sub-Recipient shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
21. Sub-Recipient shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
22. Sub-Recipient shall not enter any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.
23. The period of performance for this Grant Agreement shall begin on the date of acceptance of the Subrecipient Award execution and shall continue through the period of Subrecipient unless terminated by the MOHS and/or the Department of Public Safety. Future Subrecipient for supporting the requirements of the jurisdiction may be awarded under the terms of this agreement through additional sub grants so long as all signatory officials remain unchanged.
24. Programmatic and Financial Reports: Program Reporting and Financial Reports are due within 15 days after each reporting quarter:

Grant Period	Quarter	Date Report is Due
September 1-November 30	1 st Quarter	December 15
December 1-February 28	2 nd Quarter	March 15
March 1-May 31	3 rd Quarter	June 15
June 1-August 31	4 th Quarter	September 15
Closeout	Closeout	October 15

25. The local Sub-Recipient shall develop and improve their capability to combat the effects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published FEMA Authorized Equipment List (AEL) or support of planning, exercises or training activities associated with the prevention, response, or recovery from terrorism incidents.
26. The Authorized Signatory Official is responsible for committing to the terms of this GA, budgeting local funds to purchase equipment or support jurisdictional exercise, training, and planning efforts for executing this GA on behalf of the Sub-Recipient's jurisdiction.
27. The Sub-Recipient shall designate a Sub-Recipient public official as the Sub-Recipient Grant Administrator (SGA) for developing and attaching the GA scope of work, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-Recipient to

Recipient for repayment. The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MOHS) via the Biannual Strategy Implementation Report (BSIR).

Funding Considerations:

28. It is mutually agreed that upon written application by Sub-Recipient and approval by State and FEMA (if applicable), State will obligate Federal funds to Sub-Recipient account for reimbursement of eligible expenditures as set forth in the application.
29. Grant funds expended prior to the date of the award letter are not authorized to be reimbursed.
30. Each quarter the SGA will prepare and submit a Quarterly Request for Reimbursement to the MOHS. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The MOHS will review the reimbursement package for completeness and process for payment through the Mississippi Accountability System for Government Information and Collaboration (MAGIC), accounting system.
31. The Recipient will not be liable under this Agreement for any amount greater than the award allocated by the FEMA and the Office for Domestic Preparedness to the State for the grant performance period.
32. No cost or obligation shall be incurred by the Recipient under this GA unless and until the Recipient advises the Sub-Recipient in writing that the Application and Award have been approved and funds are available.
33. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.
34. Sub-Recipient's requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the MOHS explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in the current annual jurisdictional budget must be accompanied by supporting documentation.
35. Quarterly Request for Reimbursement and other required financial reports will be submitted to the Recipient with a copy of all receipt(s) or invoices showing that authorized equipment or other expenditures such as personnel, supplies, etc. has been paid for in full by Sub-Recipient with supporting documentation.

Maintenance, Replacement costs and Use of Equipment, Sell & Disposal

36. It is mutually agreed and promised that the Sub-Recipient shall immediately notify the MOHS, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such an event, Sub-Recipient further agrees to transfer or otherwise dispose of such equipment, as directed by the MOHS.
37. It is mutually agreed and promised by the Sub-Recipient that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MOHS.
38. It is mutually agreed and promised that the Sub-Recipient shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
39. Each Sub-Recipient of federal grant funds must have a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).

40. All equipment awarded in this grant agreement **must be ordered** within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MOHS must be notified as to the reason for the delay and projected purchase date of the equipment.
41. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
42. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
43. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated.
44. Adequate maintenance procedures must be developed to keep the property in good working condition.
45. If the Sub-Recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
46. Costs for equipment items are allowable only as part of a comprehensive program effort.
47. Equipment purchased under the terms of this GA will be stored, maintained, and used in accordance with the purpose and objectives of this Grant Agreement. The equipment may be used for terrorism training and exercise purposes and in response to an actual terrorism event. If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs will be the sole responsibility of the Sub-Recipients.
48. Instructions on how to sell and/or dispose of equipment, please visit our website at www.homelandsecurity.ms.gov. (Click on the tab Grants /Grant Forms).

Non-performance of Grant Activities

49. Failure by the Sub-Recipient to comply with the terms of this Grant Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the Recipient.
50. Failure to expend all grant funds awarded (by date stated on Award Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds.
51. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

Administrative Provisions

52. The *Recipient* and *Sub-Recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

Audit Requirements

53. Law enforcement, state, local, non-profit agencies funded with Federal funds administered by the MOHS for the purpose of grant activity must comply with the following (2 CFR§200.501):
- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
 - (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
 - (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.
 - (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
 - (e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
 - (f) *Sub-Recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient, or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
 - (g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions follow Federal statutes, regulations, and the terms and conditions of Federal awards.
 - (h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to

for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Monitoring

54. Pursuant to Federal guidelines (2 CFR§200.328-329), the State has developed a plan for evaluating all projects. Each Sub-Recipient may be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems, and reimbursements of the project. The State evaluates all subrecipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purpose of determining the appropriate level of sub-recipient monitoring.
55. Management will evaluate audit findings, questioned costs and corrective action plans. The issuance of a written decision will be issued to the Sub-Recipient, which will entail whether or not the audit finding is sustained; the reasons for the decision; the expected action of the Sub-Recipient to repay any disallowed costs, make financial adjustments or take other actions; the reference number(s) the auditor assigned to each audit finding; and a description of any appeal process available to the Sub-Recipient regarding the management decision, as required by 2 CFR 200.521. If the Sub-Recipient has not completed corrective action, a timetable follow-up will be given.
56. The MOHS will contact Sub-Recipient(s) for additional information as needed and determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution. Updates the status of each audit review until all follow-up actions are completed and the file is closed.

Intelligence Sharing:

57. Sub-Recipients will provide available intelligence to the Mississippi Office of Homeland Security and the Mississippi Analysis and Information Center (FUSION). Intelligence should be shared between local, state, tribal, territorial, and federal agencies with the focus on homeland security matters.
58. Any agency or organization that accepts Homeland Security Grant Funding (HSGP) from MOHS agrees to share threat data with MOHS and MSAIC for use in Threat Analysis Reporting. This includes routine reporting designated by the MS Information Liaison Officer (MILO) Program Coordinator and situational reporting for events that have a Terrorism/Critical Infrastructure/Gangs nexus.
59. Usage of Homeland Security Grant Program (HSGP)Funding for the purchase of License Plate Reader (LPRs) must allow for access to the data of equipment in question by request from MOHS agents or MSAIC analysts and be sharable to other members of the agency's regional fusion center (if applicable).

Other Provisions

60. This agreement is not intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
61. Sub-Recipient is required to ensure that grant monies are used to support all Emergency Service-related agencies and departments, specifically law enforcement, fire, and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.

62. All final requests for reimbursement, performance reports and closeout documents must be received in the Mississippi Office of Homeland Security within thirty (30) days of completion of the project.
63. Sub-Recipient delinquent in submitting reimbursements, quarterly/progress reports, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period of performance, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.
64. All Sub-Recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities, to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:

As the Authorized Official for, _____ (Sub-Recipient), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Signatory Official) have signed, dated, and fully executed the Grant Agreement.

Therefore, the Agency I represent promises and will comply with all Federal, State and Mississippi Office of Homeland Security Certifications and Assurances and their conditions.

SUB-RECIPIENT:

ATTESTS:

Authorized Signatory Official's Signature:
(Sub-Recipient)

Date:

Billy Hawes

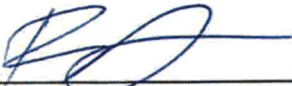
Mayor

Authorized Signatory Official's Printed Name:

Organizational Title:

UEI Number: GVB7J67CQ2B6

APPROVED: STATE OF MISSISSIPPI/DEPARTMENT OF PUBLIC SAFETY/MISSISSIPPI OFFICE OF HOMELAND SECURITY

By: 
Executive Director/SAA
Mississippi Office of Homeland Security

Date: 9/27/23

Grant Agreement Certifications

Below please assign **three (3) separate persons** to hold the following responsibilities: Sub-Recipient Grant Administrator, Financial Officer, and the Grant Authorized Signatory Official. The Sub-Recipient Administrator will be responsible for the day-to-day activities, correspondence, and management of the grant program. The Financial Officer is responsible for the payment, purchasing and gathering of all financial information and back up documentation. The Grant Authorized Signatory Official is the overall head of the agency that holds the full responsibility of the program to remain in state and federal compliances.

Staff that may be grant funded cannot be an authorized official on the grant without the written approval of the Executive Director.

Agency Name: Gulfport Fire Dept. Grant Number: 23HS202T

Agency Address: 1515 23RD Avenue Gulfport, MS 39501

Agency Phone Number: 228-868-5950 Agency Fax Number: _____

Sub-Recipient Grant Administrator Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Sub-Recipient Grant Administrator (SGA), as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Chaswick Bryant Title: Battalion Chief
(Designated Sub-Recipient Grant Administrator)

Phone Number: 228-868-5950

Email Address: cbryant@gulfport-ms.gov

Signature of Sub-Recipient Grant Administrator: 

Financial Officer Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Financial Officer, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Billy Kelley Title: Fire Chief
(Sub-Recipient Financial Officer)

Phone Number: 228-868-5950

Email Address: bkelley@gulfport-ms.gov

Signature of Sub-Recipient Financial Officer: Billy Kelley

Authorized Signatory Official Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Grant Authorized Signatory Official, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Billy Hewes Title: Mayor
(Grant Authorized Signatory Official)

Phone Number: 228-868-5700

Email Address: bhewes@gulfport-ms.gov

Signature of Authorized Signatory Official: _____

Designation of Sub-Recipient Grant Administrator (SGA)

Pursuant to the Mississippi Office of Homeland's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as financial reimbursement, performance reports, etc. The (agency/department name) _____ has authorized and approved (print designated sub-recipient grant administrator official name) _____ to sign any/all forms related to this Grant Agreement.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims and reporting submitted by them to this agency. The approval of this request will allow this person to complete the required documentation in the absence and/or on behalf of the signatory official.

The following person is officially appointed to represent your jurisdiction as the Sub-Recipient Grant Administrator (SGA) and is hereby duly authorized to fulfill the terms of this Grant Agreement during the performance period on behalf of the Sub-Recipient.

Sub-Recipient Grant Administrator (SGA)

Name: Chadwick Bryant Title: Battalion Chief
(Designated Sub-Recipient Grant Administrator)

Agency Name: Gulfport Fire Department

Mailing Address: 1515 23RD Avenue

City: Gulfport Zip Code: 39501

Telephone Number: 228-868-5950 Fax Number: _____

Email Address: cbryant@gulfport-ms.gov

Signature of Sub-Recipient Grant Administrator: Chadwick Bryant

Grant Authorized Signatory Official

Appointed by Authorized Signatory Official: (Mayor, Board President, Commissioner, Director, Superintendent)

Authorized Signatory Official Signature: _____

Title: MAYOR

Date: _____

Grant Agreement-Scope of Work

Please provide a detailed description of work and grant activities that the awarded jurisdiction will take part in with the use of grant funds. Please include how the grant funds, equipment, supplies, etc. will be used to prevent and protect against terrorist activities.

The funding received will be used to purchase equipment to enable technical rescue response to prevent and protect lives from loss due to terrorist events. This grant will also fund personnel training in technical rescue disciplines.

Federal Funding Accountability and Transparency Act (FFATA) Compliance Form

To comply with the Federal Funding Accountability and Transparency Act (FFATA), the MOHS must report award information for all sub-recipients of federal awards as directed. Information provided will be made publicly available on USA Spending <http://www.usaspending.gov/> per the Transparency Act requirement.

Section 1: Award Information:

Agency Name	Gulfport Fire Department
City	Gulfport
Zip Code +4 Digits (Required)	39501
Unique Entity Identification (UEI) #	GV87J67CQ2B6
Amount of Award:	150,000.00

Section 2: Compensation Information: Answer only if award is \$30,000.00 or more in federal funds)

- More than 80% of the Agency organization's annual gross revenue is federal funds.
☐ Yes (If yes, proceed to Question 2)
☐ No (If No, stop, proceed to Section 3)
- Federal Revenue exceeds twenty-five (25) million dollars.
☐ Yes (If Yes, proceed to Question 3)
☐ No (If No, stop, proceed to Section 3)
- Compensation information is not publicly available via federal tax filings, Securities and Exchange Commission (SEC) reporting, or any other source. (If other, please indicate: _____)
☐ Yes (If Yes, proceed to Table)
☐ No (If No, stop, proceed to Section 3)

Names and Salary of Organizations Top Five (5) Executives (By Salary)

	First and Last Name	Title	Annual Salary
1.			
2.			
3.			
4.			
5.			

Section 3: Certification of Information:

I certify that the above information is true and accurate.

Authorized Signatory Official (Signature)

Date

Authorized Signatory Official (Printed Name)

Title

MAYOR



**PURCHASING
DEPARTMENT**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

To: City Councilmembers
Mayor Billy Hewes

From: Olivia McMahan, Procurement Specialist

Date: October 6, 2023

RE: Request Permission to Purchase Promotional Items
Events Office

The Events Office has requested permission to purchase promotional items for various City-sponsored events. The total amount requested is NTE \$61,000.00

Request City Council makes a finding that the purchase of such promotional items spread across the minutes in accordance with the following provision in the MS Code.

Miss. Code Ann. §17-3-3 (Rev. 2003) provides,

“Advertising pursuant to Section 17-3-1 shall include newspaper and magazine advertising and literature, publicity, expositions, public entertainment, or other forms of advertising or publicity, which is the judgment of such board or boards will be helpful toward advancing the moral, financial and other interests of such municipality or county.”

Thank you for your consideration.

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 ____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT (EVENTS OFFICE), AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport's Events Office regularly participates in and/or sponsors functions, events, and community outreach efforts intended to promote a good relationship between the City and the community that it serves; and

WHEREAS, the Department desires to purchase various items in support of a number of events that it sponsors as more fully outlined in the attached documentation; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that, pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003), an expenditure of approximately \$61,000.00 for the purchase of items for events such as the Christmas Parade, Daddy Daughter Dance, Cinema by the Shore, Easter Egg Hunt, Back to School Fair, Senior Events (Mardi Gras and Summer Picnic), Community Bike Rides, Kids Fishing Events, Sounds by the Sea, and Boo Bash (FY25).

WHEREAS, the items identified in the attached documentation (see Exhibit "A") serve the purposes of advertising and bringing into favorable notice the opportunities, possibilities, and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport is hereby authorized to expend municipal funds in the approximate amount of \$61,000.00 for items such as Christmas Parade, Daddy Daughter Dance, Cinema by the Shore, Easter Egg Hunt, Back to School Fair, Senior Events (Mardi Gras and Summer Picnic), Community Bike Rides, Kids Fishing Event, Sounds by the Sea, and Boo Bash (FY25).

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 _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR

Items for Purchasing to go before council FY 2024

Promotional items to purchase:

-Request to purchase handouts, candy, snacks/refreshments, and entertainment for the following events: (All monies are NTE) This is already budgeted and no new money is being requested.

• Christmas Parade	\$4,500
• Daddy Daughter Dance	\$6,000
• Cinema by the Shore	\$10,000
• Easter Egg Hunt	\$6,000
• Back to School Fair	\$3,500
• Senior Events (Mardi Gras and Summer Picnic)	\$6,000
• Community Bike Rides	\$5,000
• Kids Fishing Event	\$3,000
• Sounds by the Sea	\$2,000
• Boo Bash (FY25)	\$15,000

NTE = \$61,000

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE (IN THE FORM OF AN IN KIND DONATION) FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH THE GULF COAST DOWN SYNDROME SOCIETY'S BUDDY WALK, AND FOR RELATED PURPOSES

WHEREAS, Gulf Coast Down Syndrome Society, Inc., is a local charitable organization established to support children with physical and developmental disabilities; and

WHEREAS, the Gulf Coast Down Syndrome Society's annual Buddy Walk is planned for October 21, 2023, from 9:00 AM until 1:00 PM at the Gulfport Sportsplex Field #3 and the event sponsor has requested an in-kind donation (waiver of the fees associated with the use of the said field in question) in return for the City being named a Title Sponsor of the event with the City's sponsorship being advertised on over 1000 t-shirts and a banner displayed at the event; and

WHEREAS, City of Gulfport will receive advertising from publicity afforded the Gulf Coast Down Syndrome Society's annual Buddy Walk; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to promote the City of Gulfport to individuals from around the Mississippi Gulf Coast and the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure in the form of an in-kind donation of the rental fees for the use of field 3at the Gulfport Sportsplex for the Gulf Coast Down Syndrome Society's annual Buddy Walk on the day noted herein serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the form of an in-kind donation of the wavier of rental fees for the rental of for the use of fields 3 at the Gulfport Sportsplex on the day noted herein in sponsorship of the Gulf Coast Down Syndrome Society's annual Buddy Walk.

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 _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR

Gulf Coast Down Syndrome Society, Inc.

P.O. Box 7859

D'Iberville, MS 39540

Department of Leisure Services

City of Gulfport

GCDSS request the use of Soccer field # 3 at the Sportsplex for our annual Buddy Walk on October 21, 2023 from 9 am until 1 pm. We have been doing this for over 10 years and request waiver of any fees again this year. We are attaching a copy of our 501c letter and the completed Facility Use Application.

We have applied for liability insurance and will supply you with a Certificate of Insurance. The City of Gulfport is listed as a Title Sponsor on over 1,000 t-shirts and a banner displayed at the Buddy Walk.

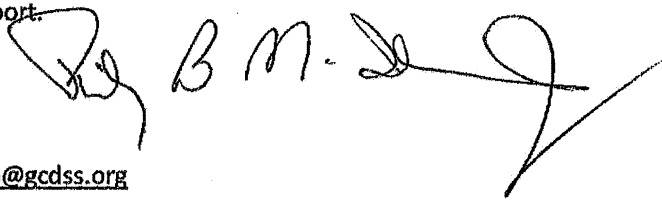
Thank you for your continued support.

Riley McIlwain

GCDSS Treasurer

Rileybmclwain@gmail.com or info@gcdss.org

228-249-4289

A handwritten signature in black ink, appearing to read 'Riley B M. McIlwain', with a long horizontal flourish extending to the right.

FACILITY USE APPLICATION
GULFPORT SPORTSPLEX - GOLDIN PARK

\$500.00 deposit MUST be submitted at least ninety (90) days prior to Tournament start.

Only ONE tournament per application - application must be fully completed.

Date Application Submitted: September 29 2023

Promoter (CORPORATE NAME): Gulf Coast Down Syndrome Society, Inc

Name of Tournament: Buddy Walk

Sanctioning Body: _____

Primary Contact Person: Riley McIlwain

Physical address: _____

Mailing address, if different: P.O. Box 7859, D'Iberville, MS 39540

E-mail address: rileybmcilwain@gmail.com or info@gcdss.org

Phone: (Hm) _____ (Wk) _____ (Cell) 228-249-4289 (Fax) _____

Alternate Contact Person: _____

Physical address: _____

Mailing address, if different: _____

E-mail address: _____

Phone: (Hm) _____ (Wk) _____ (Cell) _____ (Fax) _____

Facility Requested (circle one): Gulfport Sportsplex Goldin Park

- For Gulfport Sportsplex (circle field numbers requested)

Baseball/Softball: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 | Soccer: 1 2 3 4 5 6
☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ | ☐ ☐ ☒ ☐ ☐ ☐

- For Goldin Park (circle field numbers requested)

Baseball/Softball: 1 2 3 4 | Soccer: 1 2 TOTAL FEES DUE: N/A
☐ ☐ ☐ ☐ | ☐ ☐

Grass fields (Fields 1 - 9 and Soccer) - \$150.00/field/day • Artificial Turf fields (10-15 - \$225/field/day)

Dates of Tournament: October 21, 2023 9:00 AM to 1:00 PM

The undersigned understands that the fields and dates requested herein are not reserved for the above named tournament until such time as a Facility Use Agreement has been executed by the Promoter or its representative and the City of Gulfport. At all time, the Promoter agrees to abide by the terms of the Use Agreement. This Application is submitted by the undersigned for or on behalf of the aforementioned promoter.

Riley B. McIlwain
Signature

9/29/2023
Date

Riley B. McIlwain, Jr
Printed Name

APPLICANT DETAILS

Name and Mailing Address of Applicant: Gulf Coast Down Syndrome Society, Inc.
P. O. Box 7859, D'Iberville, State MS Zip code 39503
 Telephone _____ Email _____
 Address of Property to be Insured: Gulfport Sportsplex, 17200 16th Street
Gulfport State MS Zip code 39503
 Name and Address of Retail Broker: Hardy & Jacobson, Inc. c/o Owens Insurance Agency, Inc.
 _____ State _____ Zip code _____

CONTACT DETAILS

Contact Name Riley McIlwain, Jr.
 Telephone 228-249-4289 Email rileybmclwain@gmail.com

COVERAGE AND PROPERTY DETAILS

14. Special Event Name: Buddy Walk 15. Special Event Start Date: 10/21/2023
 16. Special Event Number of Days: 1
 17. Would You Like to Add Set Up and Take Down Days to the Event? Yes ☐ No ☒
 18. Please Enter Number of Set Up Days Required: 1 19. Please Enter Number of Take Down Days Required: 0
 20. Maximum Special Event attendees per day: 0-50 ☐ 51-250 ☒ 251-1000 ☐ 1001-2000 ☐ 2001-3000 ☐
 21. Maximum Special Event attendees overall: 600
 22. What time is the Event expected to end: Before Midnight ☒ Before 1 a.m. ☐ Before 2 a.m. ☐
 23. Please enter the CGL limit required for the Special Event: \$100,000/\$100,000 ☐ \$300,000/\$300,000 ☐ \$500,000/\$500,000 ☐
 \$1,000,000/\$1,000,000 ☐ \$1,000,000/\$2,000,000 ☒
 24. Is TRIPRA coverage required: Yes ☐ No ☒
 25. Do you require Medical Pay Cover: Not Required ☐ \$1,000 ☐ \$2,000 ☐ \$3,000 ☐ \$4,000 ☐ \$5,000 ☒
 26. If required, please enter details of Additional Insured: _____

DECLARATION

THE ANSWERS GIVEN IN THIS APPLICATION ARE CORRECT TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT THESE ANSWERS WILL FORM PART OF A POLICY THAT IS SUBSEQUENTLY OFFERED. I ALSO UNDERSTAND THAT ANY FALSE STATEMENT MAY VOID THE INSURANCE IN ITS ENTIRETY OR RESULT IN A CLAIM BEING DENIED.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL, THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND (NY: SUBSTANTIAL) CIVIL PENALTIES. (NOT APPLICABLE IN CO, HI, NE, OH, OK, OR, VT FOR WHICH SEE ATTACHED). IN DC, LA, ME, TN AND VA, INSURANCE BENEFITS MAY ALSO BE DENIED.

Applicant's Signature Riley B. McIlwain, Jr. Retail Broker's Signature Carl D. Jacobson
 Date _____ Date _____

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 15 2005

GULF COAST DOWN SYNDROME SOCIETY
INC
C/O KIM DUFFY
PO BOX 654
GAUTIER, MS 39553

Employer Identification Number:
32-0125762

DLN:

17053125001005

Contact Person:

KENNETH N REINHARDT

ID# 31385

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

JULY 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

YES

Effective Date of Exemption:

AUGUST 30, 2004

Contribution Deductibility:

YES

Advance Ruling Ending Date:

JULY 31, 2009

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence the

Letter 1045 (DO/CG)

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 _____, 2023, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE (IN THE FORM OF AN IN KIND DONATION) FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH THE CARTERS CHAMPIONS PINK DRESS RUN, AND FOR RELATED PURPOSES

WHEREAS, Carters Champions has dedicated itself to raising funds, through various activities each year, for the Memorial Hospital Foundation to benefit those undergoing treatment for breast cancer and, in the last three years, has raised over \$250,000.00 as a result of its efforts; and

WHEREAS, Carters Champions Seventh Annual Pink Dress Run is planned for October 21, 2023, in downtown Gulfport and the event sponsor has requested an in-kind donation (waiver of the fees associated with the use of the large stage - \$800.00) in consideration of the City being named a Sponsor of the event with the City's sponsorship being advertised on banners, social media and other promotions given the event; and

WHEREAS, City of Gulfport will receive advertising from publicity afforded the annual Pink Dress Run; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to promote the City of Gulfport to individuals from around the Mississippi Gulf Coast and the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure in the form of an in-kind donation of the rental fees for the use of the large stage at the Seventh Annual Pink Dress Run sponsored by Carters Champions on the day noted herein serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the form of an in-kind donation of the wavier of rental fees for the rental of for the use of the large stage (\$800) at the Seventh Annual Pink Dress Run sponsored by Carters Champions on the day noted herein.

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 _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2023.

APPROVED:

MAYOR



Honorable Mayor Billy Hewes
Chief Administrative Officer Leonard Papania
Gulfport City Council
City Hall, 2309 15th Street
Gulfport, MS 39501
April 24, 2023

Dear Mayor Hewes, CAO Papania and City Council Members,

Carter's Champions is making plans to host the 7th annual Pink Dress Run/Walk on Saturday, October 21, 2023 in downtown Gulfport. Proceeds from the Pink Dress Run will be donated to the Memorial Foundation to provide financial assistance for breast cancer patients being treated through Memorial Health System. When we started working with the Memorial Foundation in 2020, we raised \$26,000. In 2022 we donated \$116,100.00 for their patients battling breast cancer.

We do our very best to keep expenses low so that funds raised will be used for the donors' intended purpose. To that end, we are asking the City of Gulfport to help sponsor this year's event by providing the large stage free of charge on Oct. 21st. In return, the City of Gulfport and the Main Street logos will be included on the Carter's Champions website, mentioned on our Facebook page, included on a banner, posters and Public Service Announcements as well as being mentioned from the stage.

Thank you for your consideration of our request. Please don't hesitate to call or email any questions you may have.

Sincerely,

Liz Gaulke
Executive Director
Carter's Champions – Pink Dress Run

*Carter's Champions. We fight for those who can't fight for themselves Serving the
Mississippi Gulf Coast*

Carter's Champions c/o Century 21 J. Carter & Co. / P.O. Box 7892 / Gulfport, MS 39506

Cell: 228.243.8221 / Email: gaulkeliz@gmail.com

FB: [dcarterschampionspink](https://www.facebook.com/carterschampionspink) / Instagram: [dpinkdressrun](https://www.instagram.com/pinkdressrun)

Website: www.pinkdressrun.com

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 _____, 2023, the following Resolution:

A RESOLUTION TO APPROVE THE TEMPORARY CLOSURE OF MUNICIPAL RIGHT OF WAY FOR A LIMITED PERIOD FOR A PUBLIC PURPOSE OR EVENT (2023 CARTERS CHAMPION PINK DRESS RUN), 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, public events are held around the City, including the events which are the subject of the street closure request letter/memo attached hereto as Exhibit A, 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 letter/memo contains specific and necessary information regarding the portion of public rights of way to be closed temporarily, and the date/s and time/s of said closure, including closure to parked vehicles, so as to allow the City to make an informed decision about the need for the closure; and

WHEREAS, the Mayor and City Council are of the opinion that the right of way closure, including closure to parked vehicles, 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 for the date/times identified in Exhibit “A” (or for other city approved date/times as may be required due to rescheduling of the event due to weather or other unforeseen circumstances), including to parked vehicles, in order to preserve “good order” and to prevent damage to public or private property and 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 _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2023.

MAYOR



EVENTS DIVISION

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5789

MEMORANDUM

TO: City Councilmembers
Billy Hewes, Mayor
Leonard Papania, Chief Administrative Officer

FROM: William Lehman, Special Events Manager

DATE: October 6th, 2023

RE: Carter's Champions Pink Dress Run – Road Closure

Carter's Champions Pink Dress Run is scheduled for Saturday October 21st, 2023, downtown. They request a road closure for the event at the following locations from 6am until 5pm.

Event Area:

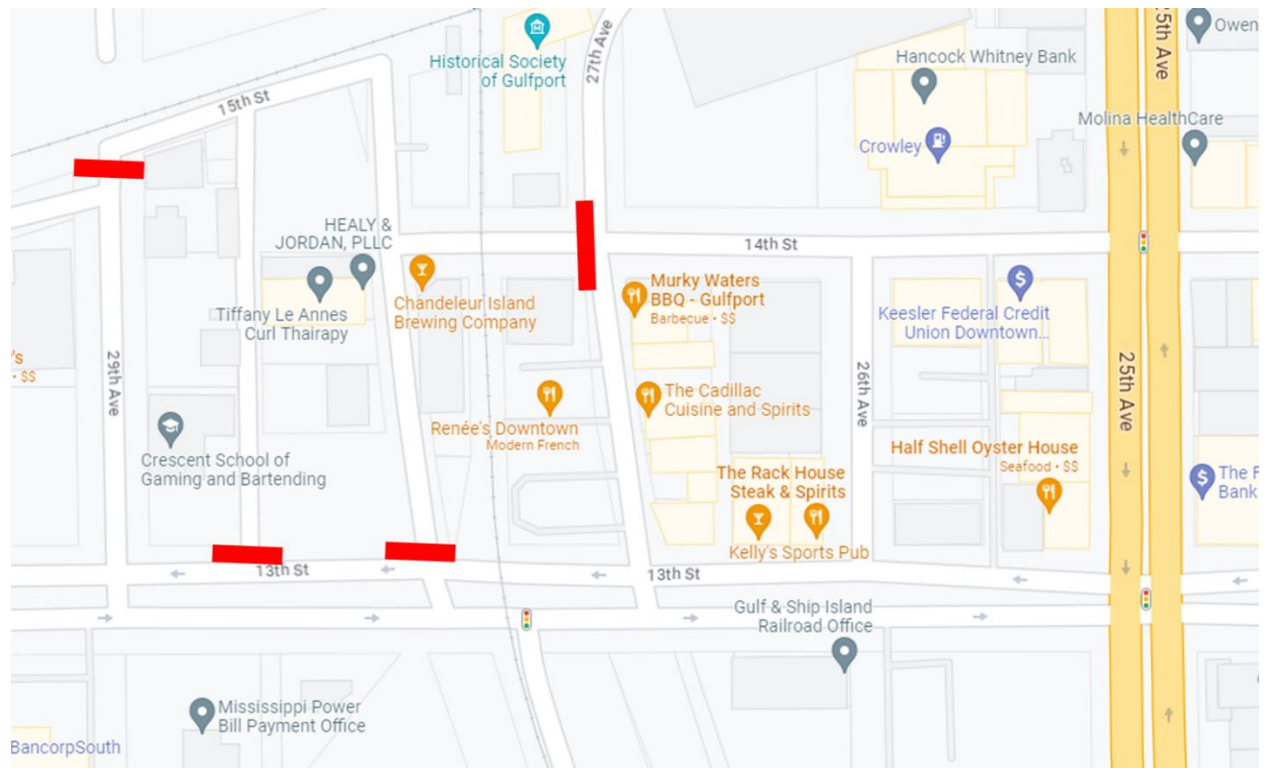
- 15th St from 29th Ave to 28th Ave
- Alley between 13th St and 15th St
- 28th Ave from 13th St to 15th St
- 14th St from 28th Ave to 27th Ave

Carter Champion is also requesting the closure of the parking lot on the corner of 14th St and 28th Ave, from Friday 12am until Saturday at 5pm for event setup.

Thank you in advance for your consideration. Please reach out if you have any questions.

A handwritten signature in blue ink, appearing to read "W. Lehman".

William Lehman
Special Events Manager
Office of the CAO



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 _____, 2023, the following Resolution:

A RESOLUTION TO APPROVE THE TEMPORARY CLOSURE OF MUNICIPAL RIGHT OF WAY FOR A LIMITED PERIOD FOR A PUBLIC PURPOSE OR EVENT (FLORENCE GARDENS TRICK OR TREATING), 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, public events are held around the City, including the events which are the subject of the street closure request letter/memo attached hereto as Exhibit A, 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 letter/memo contains specific and necessary information regarding the portion of public rights of way to be closed temporarily, and the date/s and time/s of said closure, including closure to parked vehicles, so as to allow the City to make an informed decision about the need for the closure; and

WHEREAS, the Mayor and City Council are of the opinion that the right of way closure, including closure to parked vehicles, 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 for the date/times identified in Exhibit “A” (or for other city approved date/times as may be required due to rescheduling of the event due to weather or other unforeseen circumstances), including to parked vehicles, in order to preserve “good order” and to prevent damage to public or private property and 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 _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2023.

MAYOR



Procedure for Applying for a Temporary Street Closure Permit

- Required for those that are not required to complete the public event permit application
 - Neighborhood Resident or School
 - Private, meaning event is not open to the general public and Applicant is responsible for ensuring all attendees are invited or registered guests
 - Free, meaning no type of payment is required for entrance or participation, including, but not limited to, a cover charge or the sale of food or beverages. Commercial vending and paid sponsorship are prohibited.
- All requests should be submitted to the Special Events Manager 30 days prior to the event date.
- Applicant must submit a completed, dated and signed application to the Special Events Manager
- The Special Events Manager will route the request to the Gulfport Police Department. The Gulfport Police Department will evaluate the feasibility of the temporary closure, and the subsequent impact on traffic.
- Upon receipt of approval from the Gulfport Police Department, the request for Road Closure will then be placed before City Council for final approval.
- Once approved, the applicant will be contacted by the Special Events Manager.

Information Required for All Temporary Street Closures

- City Council District #: Ward 6
- Street to be closed: Alphabet Road
- Closed from (intersecting street name): Oneal Road
- To (intersecting street name): Orchard Road
- Date to be closed: 10.31.23
- Time to be closed: 5:30 PM
- Time to be re-opened: 10:00 PM
- Purpose of closure: Trick or Treating
- Estimated number of people: 1,000 Plus
- What will be happening in the closed area? Trick or Treating
- Will vehicles be allowed inside closure? No
- Applicant's name: R Lee Flowers
- Applicant's address: 11981 Music Street Gulfport, MS 39503 - Florence Gardens
- Applicant's phone number: 228.265.0806

- Attach letter of request from application (describe event, date, time, reason for street closure, contact information, etc. and address it to Mayor and CAO and City Council)
- Attach map of street closure area

Acknowledgement Section

Acknowledgement in writing from all persons whose property fronts the proposed street closure or whose driveway(s) fronts the street being closed, regardless of whether or not they are participating in the event.

Signature	Address	Approval/Disapproval	
		☐	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐

Applicant (Print Name) VIA EMAIL (ATTACHED)
 Applicant (Signature) _____
 Date _____
 Submit to: Special Events Manager (events@gulfport-ms.gov)

Office Use Only Section:

The Gulfport Police Department DOES / DOES NOT recommend approval of your street closure application.

Reason for denial (if applicable): _____

Signature: _____
 Title: _____
 Date: _____



Billy Lehman

From: R.Lee Flowers
Sent: Friday, October 6, 2023 11:52 AM
To: Billy Lehman
Subject: Fwd: Application for Road Closure in FG
Attachments: Procedure for Applying for a Temporary Street Closure Permit.pdf

Billy,

Will this work?

R.Lee

Sent from my iPhone

Begin forwarded message:

From: Jenny Levens <Jenny@florencegardens.com>
Date: October 5, 2023 at 7:44:00 AM CDT
To: "R.Lee Flowers" <rleeflowers@gmail.com>, "R.Lee Flowers" <rflowers@gulfport-ms.gov>
Subject: Application for Road Closure in FG

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

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 ____, 2023, the following Resolution:

**A RESOLUTION TO APPROVE THE TEMPORARY CLOSURE
OF MUNICIPAL RIGHT OF WAY FOR WJZD'S 2023
NOVEMBER FESTIVAL, 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, public events are held around the City, including the events which are the subject of the street closure request letter/memo attached hereto as Exhibit A, 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 letter/memo contains specific and necessary information regarding the portion of public rights of way to be closed temporarily, and the date/s and time/s of said closure, including closure to parked vehicles, so as to allow the City to make an informed decision about the need for the closure; and

WHEREAS, the Mayor and City Council are of the opinion that the right of way closure, including closure to parked vehicles, 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 for the date/times identified in Exhibit “A” (or for other city approved date/times as may be required due to rescheduling of the event due to weather or other unforeseen circumstances), including to parked vehicles, in order to preserve “good order” and to prevent damage to public or private property and 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 Councilmember ____, seconded by Councilmember ____, and was adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

WHEREUPON the President declared the motion carried and the Resolution adopted,
this the ____ day of _____, 2023.

ATTEST:

ADOPTED:

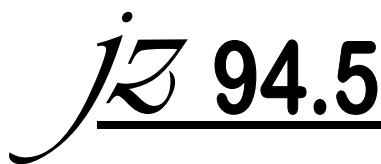
Clerk of Council

President

The above and foregoing Resolution having been submitted to and approved by the
Mayor, this the ____ day of _____, 2023.

APPROVED:

Mayor



WJZD 94.5 FM

P.O. Box 6216

Gulfport, MS 39506

office: (228) 896-5307 • fax: (228) 896-5703

October 4, 2023

City of Gulfport
Leonard Papania
Alicia Chambliss
Billie Lahman
Jay Payne

RE: JZ 94.5 November Festival revised

This agreement is between WJZD Inc and the City of Gulfport. WJZD will put on the November festival: a celebration of the cool down on November 4, 2023 at the GRC lot south of 14th Street, East of 23rd Avenue, north of Beach Blvd, adjacent to the Aquarium. It will be complete with food trucks, vendors, live entertainment, which would include bands and spoken word. We also expect some participation from church, choirs, politicians, fraternities and sororities. This event will be family friendly with Inflatables and other child amusements. We also invite downtown restaurants and retailers to participate as vendors. The event will be completely free. We envision having food trucks and vendors along the north property of the GRC property and/or potentially along the corridor.

The City of Gulfport will provide the following:

- * setup, use and breakdown of large stage with awning
- * setup use and haul off of garbage cans

WJZD Inc, will provide the following:

- * An in kind co-sponsorship of our event, Novemberfest
- * \$20,000 in value of radio advertising plus City of Gulfport logo/name added to all branding

Rip Daniels
CEO
JZ 94.5 FM

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 _____, 2023, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE
TO THE IMPACTS OF HURRICANE ZETA ON THE CITY OF GULFPORT,
AND FOR RELATED PURPOSES**

WHEREAS, by virtue of a Proclamation executed on Monday, October 26, 2020, the Mayor proclaimed a “local emergency” pursuant to *Miss. Code Ann.* § 33-15-17(d) and a “civil emergency” pursuant to *Miss. Code Ann.* § 45-17-3, et seq., due to an imminent threat of a "natural disaster" resulting from Hurricane Zeta and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about October 28-29, 2020; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., Section 31-7-13(k) and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Gulfport City Council, on November 3, 2020, on November 17, 2020, on December 8, 2020, on January 5, 2021, on February 2, 2021, on March 2, 2021, on March 16, 2021, on April 8, 2021, on May 4, 2021, on May 18, 2021, on June 10, 2021, on July 6, 2021, on August 3, 2021, on August 17, 2021, on September 17, 2021, on October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March

8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, on July 5, 2022, on August 2, 2022, on September 6, 2022, on October 4, 2022, on October 18, 2022, on November 8, 2022, on December 6, 2022, on January 3, 2023, on January 17, 2023, on February 7, 2023, on March 3, 2023, on March 21, 2023, on April 11, 2023, on May 2, 2023, on May 16, 2023, on June 6, 2023, on July 5, 2023, on July 18, 2023; on August 8, 2023, on September 5, 2023, and on October 3, 2023, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local emergency management and associated relief from Federal and State governments to prepare for and respond to the impact and effects of Hurricane Zeta, and shall continue until the governing body terminates the local emergency once conditions warrant.

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

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

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Hurricane Zeta.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper

as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/ administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2023.

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 _____, 2023, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE
TO THE IMPACTS OF HURRICANE IDA ON THE CITY OF GULFPORT,
AND FOR RELATED PURPOSES**

WHEREAS, by virtue of a Proclamation executed on Friday, August 27, 2021, the Mayor proclaimed a “local emergency” pursuant to *Miss. Code Ann.* § 33-15-17(d) and a “civil emergency” pursuant to *Miss. Code Ann.* § 45-17-3, *et seq.*, due to an imminent threat of a "natural disaster" resulting from Tropical Storm/Hurricane Ida and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about August 29-30, 2021; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, *et seq.*, Sections 33-15-1, *et seq.*, Section 31-7-13(k) and Sections 21-35-19, *et seq.*, *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Gulfport City Council, on September 7, 2021, on October 5, 2021, on November 1, 2021, on November 16, 2021, on December 7, 2021, on January 4, 2022, on January 18, 2022, on February 8, 2022, on March 8, 2022, on April 4, 2022, on May 3, 2022, on May 17, 2022, on June 7, 2022, on July 5, 2022, on August 2, 2022, on September 6, 2022, on October 4, 2022, on October

18, 2022, on November 8, 2022, on December 6, 2022, on January 3, 2023, on January 17, 2023, on February 7, 2023, on March 3, 2023, on March 21, 2023, on April 11, 2023, on May 2, 2023, on May 16, 2023, on June 6, 2023, on July 5, 2023, on July 18, 2023; on August 8, 2023, on September 5, 2023, and on October 3, 2023, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local emergency management and associated relief from Federal and State governments to prepare for and respond to the impact and effects of Hurricane Ida, and shall continue until the governing body terminates the local emergency once conditions warrant.

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

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

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Hurricane Ida.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 4. The Governing Authority hereby finds that an emergency exists in regard to the purchase of commodities or repair contracts such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Gulfport.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/ administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2023.

MAYOR

**COUNTY OF HARRISON
STATE OF MISSISSIPPI**

**AGREEMENT BETWEEN THE GULFPORT SCHOOL DISTRICT AND THE CITY OF
GULFPORT, MISSISSIPPI, CONCERNING
REIMBURSEMENT FOR LAW ENFORCEMENT SERVICES**

WHEREAS, the Gulfport School district has expressed a desire to secure Law Enforcement Officers Training Academy-certified police protection from the City of Gulfport Police Department to work in designated Gulfport School District schools located in the City of Gulfport, Mississippi; and

WHEREAS, the Gulfport School District and the City of Gulfport, Mississippi, desire to enter into an Agreement pursuant to the provisions of Miss. Code Ann. Section 21-19-4(2), as amended, which provides that a municipality and its police department may contract with the school board of any school district to provide such protection "on such terms and for such reimbursement as the school district and the entity may agree in their discretion"; and

WHEREAS, the purpose of this Agreement is to provide that the City of Gulfport, by and through its Police Department, shall, during the term hereof and under the conditions set forth in this Agreement, provide up to eight (8) police officers, which shall include one (1) Supervisor (Sergeant), to the Gulfport School District, upon payment of certain fees from the Gulfport School District to the City of Gulfport under the terms and conditions set forth in this Agreement.

FOR AND IN CONSIDERATION of the mutual benefits and advantages each to the other as set forth herein, the Gulfport School District (GSD) and the City of Gulfport, Mississippi (City) (collectively, the Parties), (hereby acting by and through their respective Governing Authorities, agree as follows:

Section 1: Authority. The Parties agree that this Agreement is entered into pursuant to authority found at Miss. Code Ann. Section 21-19-49(2), as amended.

Section 2. Administration. This Agreement will be administered in accordance with the terms and conditions set forth herein by the Gulfport School District, under the direction of its Superintendent,

and the City of Gulfport by and through its Police Department, under the Direction of its Mayor and Police Chief, all as more detailed in this Agreement.

Section 3. Law Enforcement Services. The City, by and through its police Department, shall provide up to eight (8) uniformed police officers, which shall include one (1) Supervisor (Sergeant), all certified as law enforcement officers by the Board on Law Enforcement Officers Standards and Training, who shall serve as School Resource Officers and said officers' uniforms shall bear the customary marking indicating that they are officers of the Gulfport Police Department. The Parties understand that the City will endeavor to provide the full number of officers provided for herein; however, the Parties also recognize that, from time to time, there may be instances where the City is not able to do so. The Services to be provided by the City, by and through its Police Department, to GSD under this Agreement shall include, but are not limited to, the following:

- A. Promote positive relationships with students.
- B. Perform duties of a law enforcement officer to address criminal misconduct on school property and events (i.e., shall be made aware of and handle all on-campus criminal activity).
- C. Assist with patrolling school grounds to help in preventing illegal entry onto school grounds.
- D. Work closely with school principal in the coordination of safety programs.
- E. The School Resource Officer (SRO) shall not utilize their police authority to serve as a school disciplinarian, as an enforcer of school regulations, or in place of school-based mental health providers, and the SRO shall not use police powers to address traditional school discipline issues, including non-violent disruptive behavior.

Section 4. Cost of Law Enforcement Services. The GSD shall pay to the City for the law enforcement services to be rendered under this Agreement an amount not to exceed \$596,816.45 annually, as more fully set forth in Exhibit "A". Two officers will be assigned to the high school, one officer will be assigned to each middle school and the remaining officers will provide response to the elementary schools.

In addition, the GSD also agrees to pay for any overtime generated by sporting events or as requested by the Superintendent's or Principal's office. The Gulfport Police Department shall assess each school event to determine the amount of law enforcement officers to be present. The GSD understands and agrees that should a Gulfport police officer/supervisor assigned as a School Resource Officer (SRO) be promoted and/or receive any pay increase during the term of this Agreement, that such increase in pay shall be the responsibility of the GSD over and above the amount set forth above. The GSD further understands and agrees that should a police officer/supervisor assigned as an SRO be replaced by another qualified police officer/supervisor that holds a higher rank during the term of this Agreement, that such increase in pay shall be the responsibility of the GSD over and above the amount set forth above. Payments shall be made by the GSD to the City of Gulfport based on services rendered.

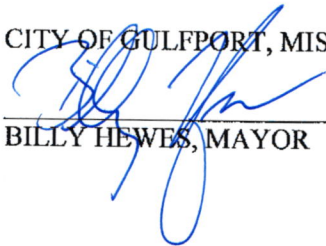
Section 5. Term of Agreement. This Agreement shall commence on October 1, 2023, and shall remain in full force for a period of one (1) year with an option of annual renewals upon the mutual agreement of both parties in writing, so long as the option is exercised by both parties prior to the termination of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notification to the other party.

Section 6. Amendment of this Agreement. This Agreement may be amended by the mutual written consent of the parties.

IN WITNESS WHEREOF, the parties hereto, by and through the appropriate officials, do hereby set and subscribe their signature by and on behalf of the Gulfport School District and the City of Gulfport, Mississippi.

THIS THE 9 DAY OF August, 2023.

CITY OF GULFPORT, MISSISSIPPI


BILLY HEWES, MAYOR

ATTEST:


Rashida Bell, 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 9 day of August, 2023, BILLY HEWES and RASHIDA BELL, who acknowledged before me that they are the duly elected Mayor and duly appointed City Clerk of the City of Gulfport, Mississippi, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the City of Gulfport, Mississippi, having been first duly authorized so to act by Resolution of the City Council and Mayor of the City of Gulfport.


NOTARY PUBLIC

My Commission Expires:

2/8/2025



WITNESS OUR SIGNATURES as duly authorized for and on behalf of the Gulfport School District on the date indicated below.

THIS THE 7th DAY OF August, 2023.

GULFPORT SCHOOL DISTRICT

Bridget Weatherly, PRESIDENT
GULFPORT SCHOOL BOARD

ATTEST:

Ben Vance
BOARD SECRETARY

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 7th day of August, 2023, Bridget Weatherly and Ben Vance, who acknowledged before me that they are the duly serving President and Secretary of the Gulfport School Board, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the Gulfport School Board, having been first duly authorized so to act by Resolution of the Gulfport School Board.

Debra E. Hawkins
NOTARY PUBLIC



My Commission Expires:

March 2, 2025

**SOUTHERN MISSISSIPPI
PLANNING AND DEVELOPMENT DISTRICT
AREA AGENCY ON AGING**

STATE OF MISSISSIPPI

COUNTY OF: Harrison

CONTRACT NO.: 2024-18

CONTRACT FOR: Congregate Meals

1. Parties -The parties to this contract are the Southern Mississippi Planning and Development District Area Agency on Aging (herein called the Agency) and the City of Gulfport (herein called Contractor).
2. Purpose - The purpose of this contract is to engage the services of the Contractor to perform the following service: Congregate Meals, per Quality Assurance standards under the following source of funding: Title IIIC1 (meals only). Any change of the intent of this contract must be in writing and mutually assented to by both parties.
3. Service Objective -The Contractor shall provide, in an expedient and satisfactory manner as determined by normal, reasonable circumstances, the service of serving congregate meals and the service shall be performed in accordance with the Quality Assurance Standards attached hereto and made a part of the contract hereof by reference as Exhibit B.
4. Period of Performance – The contract will run for a period of twelve months beginning October 1, 2023 and ending September 30, 2024 with a three year renewal option.
5. Location of Service - Services will be provided in the area of Harrison County at the Charles Walker Senior Center.

09192023-4

6. Program Reporting Requirements:

The Contractor shall submit to the Agency the program reports as follows:

	<u>Frequency</u>	<u>Due Date</u>
Service Provider Logs	<u>Monthly</u>	<u>5th Calendar Day</u>
Waiting List	<u>Monthly</u>	<u>5th Calendar Day</u>

7. General Terms and Conditions - This contract is hereby made subject to the terms and conditions included in Exhibit A entitled "General Terms and Conditions", which is attached hereto and made a part hereof by reference.

8. Program Income -

The Program Income Policy is herein made a part of this contract by reference as reflected in Exhibit C.

9. Contract Amount – The Agency will provide the Contractor 5,000 meals during FY 2024.

IN WITNESS WHEREOF the Agency and Contractor have executed this contract on
the 20th day of September 2023.

AGENCY:

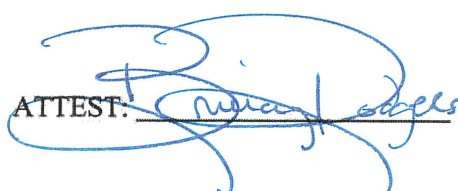
ATTEST: 

BY: 
Leonard Bentz, Executive Director
Southern Mississippi Planning and Development
District

ATTEST: 

BY: 
Robert Moore, Division Director
Senior Services

CONTRACTOR:

ATTEST: 

BY: 
TITLE: Mayor

EXHIBIT A

CONTRACT NO. 2024-18

GENERAL TERMS AND CONDITIONS

1. **Termination of Contract for Cause** – If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the terms of this Contract, the Agency shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five days before the effective date of such termination. In that event, all personal property, cash, or other assets which, if the Contract had been completed, would have been required to be furnished to the Agency or were purchased with funds furnished to the Contractor under this Contract and all finished or unfinished documents, reports or other material prepared by the Contractor under this Contract shall at the option of the Agency, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this Contract by the Contractor, and the Agency may withhold any payments to the Contractor for the purpose of the setoff until such time as the exact amount of damages due the Agency from the Contractor is determined.

This Section shall apply to all representatives, third parties, and/or consultants/contractors selected or employed by the Contractor.

2. **Termination for Convenience of Agency** – The Agency may terminate this Contract by giving written notice to the Contractor at least thirty days before the effective date of such termination, and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials as described in Paragraph 1 above shall, at the option of the Agency, become its property. If the Contract is terminated by the Agency as provided herein, the Contractor will be paid an amount which bears the same ratio to the total services of the Contractor covered by the Contract, less payments of compensation previously made.
3. **Renegotiations or Modifications** – The Agency may, from time to time, require renegotiations or modifications in the Scope of Work of the Contractor to be performed hereunder. Such renegotiations or modifications, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor, shall be incorporated in written amendments to this Contract.
4. **Assignability** – The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written consent of the agency thereto; provided, however, that claims for money due or to become due to the Contractor from the Agency under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

5. **Interest of Contractor** – The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.
6. **Confidentiality** – The Contractor shall comply with The Privacy Act of 1974 (5 USC 552a). Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Agency requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

All information regarding applicants for and recipients of services under this program shall be available only to those persons authorized in writing to receive same by the Agency and Client. The Contractor assumes any and all liability and responsibility for such authorized disclosures.

7. **Participants Complaints** – The Contractor shall adhere to procedures for resolving complaints of program participants of clients as outlined in the Division of Aging's Policies and Procedures Manual.
8.
It is expressly agreed that strict performance of the terms and provisions of this instrument shall be deemed the essence of the Contract.
9. **Indemnification** – It is expressly agreed that the Contractor and/or its officers, representatives, agents, and employees shall release and hold harmless the Agency, the Mississippi Department of Human Services, and the State of Mississippi from and against any and all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever, including court costs and attorneys' fees, arising out of or caused by the Contractor and/or its officers, representatives, agents, and employees in the performance of such services.
10. **Non-Waiver of Breach** – No assent, express or implied by these parties to the breach of any of the covenants, terms, provisions, or assurances of this Contract shall be deemed to be waiver of any succeeding breach of the same or any other covenant, term, provision, or assurance of the Contract.
11. **Monitoring** – The Agency and other authorized officials retain the right to conduct onsite program monitoring evaluations and assessments of any aspect of this Contract without notice. All documentation shall be available for inspection without prior notice.

12. **Program Income** – The Contractor shall provide recipients with an opportunity to contribute to the cost of the service. With services rendered with funding under the Older Americans Act and any other funding through the Area Agency on Aging, the Contractor shall assure the following guidelines:
- a) Each older person shall be provided with an opportunity to voluntarily contribute to the cost of the service.
 - b) The privacy of each older person shall be protected with respect to his or her contributions.
 - c) Appropriate procedures shall be established to safeguard and account for all contributions.
 - d) Supportive services and nutrition services contributions shall be used to expand the service that generated the contributions.
 - e) No older person may be denied a service because the older person will not or cannot contribute to the cost of the service.
 - f) Program income will be safeguarded in accordance with policy established by Division of Aging and Adult Services.
 - g) Program Income will be expended first prior to expenditure of any federal, state or local funds.

13. **Service Provider Requirements**

- a) Provide the Area Agency on Aging (AAA), in a timely manner, with statistical and other information which the AAA requires in order to meet its planning, coordination, evaluation and reporting requirements established by the State.
- b) Specify how the provider intends to satisfy the service needs of low-income minority individuals in the area served, including attempting to provide services to low-income minority older persons in the population serviced by the provider.
- c) Provide recipients with an opportunity to contribute to the cost of the service.
- d) With the consent of the older person, or his or her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the older person, or the household of the older person, in imminent danger.
- e) Where feasible and appropriate, make arrangements for the availability of services to older persons in weather related emergencies.
- f) Assist participants in taking advantage of benefits under other programs; and

- g) Assure that all services funded under this part are coordinated with other appropriate services in the community, and that these services do not constitute an unnecessary duplication of services provided by other sources.

14. **Equal Employment Opportunity and Civil Rights**

The Contractor shall comply with all Federal and State statutes relating to discrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, prohibiting discrimination on the basis of race, color, or national origin;

Title VII of the Civil Rights Act of 1964, relating to non-discrimination in matters of recruitment, hiring, promotion, and other employment practices;

Title VIII of the Civil Rights Act of 1968, as amended, relating to non-discrimination the sale, rental, or financing of housing;

Title IX of the Education Amendments of 1972, as amended, prohibiting discrimination on the basis of gender in federally assisted education programs and activities;

Age Discrimination Act of 1975, prohibiting discrimination on the basis of age;

Section 504 of the Rehabilitation Act of 1973, prohibiting discrimination on the basis of handicaps;

Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);

Omnibus Reconciliation Act of 1981, prohibiting discrimination on the basis of race, color, religion, sex, national origin, age, and handicap;

Drug Abuse Office and Treatment Act of 1972, as amended, relating to non-discrimination on the basis of drug abuse;

Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism;

Sections 523 and 527 of the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; and

Any other non-discrimination provisions in the specific statute(s) under which these monies will be granted or awarded and the requirements of any other non-discrimination statute(s) which may apply to this contract or award.

15. The Contractor will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and

federally assisted programs. These provisions apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

16. The Contractor will give the Agency, the State Auditor's Office, the Mississippi Department of Human Services, the Federal Grantor Agency or the Comptroller General through any authorized representative the access to and the right to examine and copy all records, items, and financial statements related to this Contract at any time for as long as these records are to be retained.
17. The Contractor will comply with all requirements imposed by the Federal Grantor Agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with 2 CFR 200. The Contractor shall carry out all regulations, rules and orders issued by the U. S. Government Grantor Agency. The requirements of said regulations may include, but are not limited to, development and implementation of an Affirmative Action Plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulations, to provide training, employment, and business opportunities. The Contractor certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

Compliance with all regulations, rules and order of the U. S. Government Grantor Agency or its designated representative issued prior to approval by the Government of the Application for this Contract, shall be a condition of the Federal Financial Assistance provided to the project, binding upon the Contractor, its successors and assigns. Failure to fulfill these requirements shall subject the Contractor and contractors, its successors and assigns to the sanctions specified by this Contract, and to such sanctions as are specified in the regulations.

18. The Contractor shall provide services at consistent levels throughout the Contract period.
19. The Contractor will comply with 29 CFR Part 71 regarding notifying employees about their rights under the National Labor Relations Act.
20. The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from 2008 regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program. Or any other successor's electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the AAA and State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Contract and ineligibility for any state or public Contract in Mississippi for up to (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in

Mississippi for up to one year, or both. In the event of such termination/cancellation, Contractor would also be liable for any additional cost incurred by the AAA and State due to Contract cancellation or loss of "license or permit." Any Agreements entered into between the Contractor and its contractors shall contain the E-Verify clause with which said contractors shall comply in hiring their own employees.

21. The Contractor must comply with the pilot program for enhancement of contractor employee whistleblower protections (48 CFR 3.908-3, 48 CFR 52.203-17 and 41 U.S.C. 4712). Specifically, the Contractor shall provide written notification to all employees of the Contractor of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in 48 CFR 3.908 of the Federal Acquisition Regulation. Contractors shall also include in each agreement with lower-tier Contractors, if any, the required whistleblower provisions, as mandated in 48 CFR 52.203-17.
22. If the Contractor advertises or prints brochures, flyers or any other material, printed or otherwise, relating to, or promoting, the services which it is providing through this Contract, it shall acknowledge that said funding for said contract was provided by MDHS through the Southern Mississippi Planning and Development District.
23. The Contractor assures it has the legal authority to apply for and receive the Contract; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's governing body authorizing the Contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Contractor to act in connection with the Contract and to provide such additional information as may be required.
24. The Contractor shall provide, in a timely manner, written disclosure, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Contract.
25. The Contractor will establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
26. The Contractor shall ensure that buildings and facilities owned, occupied, or financed by the United States government are accessible to and usable by physically handicapped persons in accordance with the Architectural Barriers Act of 1968.
27. The Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act, the Copeland Act, and the Contract Work Hours and Safety Standards Act, regarding labor standards for federally assisted construction Contracts.
28. The Contractor shall comply with the Intergovernmental Personnel Act of 1970 relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration.
29. The Contractor shall comply, if applicable, with Section 102(a) of the Flood Disaster Protection Act of 1973, which requires recipients in a special flood hazard area to participate

in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

30. The Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act, which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
31. The Contractor shall assist the Federal grantor agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended; EO 11593; and the Archaeological and Historic Preservation Act of 1974.
32. The Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 and EO 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 of the Clean Air Act of 1955, as amended; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended; (h) protection of endangered species under the Endangered Species Act of 1973, as amended; (i) Section 6002 of the Resource Conservation and Recovery Act; and (j) the Coastal Barriers Resources Act.
33. The Contractor shall comply with the Wild and Scenic Rivers Act of 1968 related to protecting components or potential components of the national wild and scenic rivers system.
34. The Contractor shall comply with Public Law (PL) 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this contract.
35. The Contractor shall comply with the Laboratory Animal Act of 1966 pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this contract.
36. The Contractor shall comply with Federal regulations regarding criteria for cost sharing or matching contributions.
37. The Contractor shall assure all funds received shall be used only to supplement services and activities that promote the purposes for which the Contract is awarded, and not supplant, unless specifically authorized by the program regulations and the appropriate MDHS Division.
38. The Contractor shall provide the required certification regarding their exclusion status and that of their principal's prior to the Contract in accordance with EOs 12549 and 12689 Debarment and Suspension.

39. The Contractor shall provide certification to comply with the Drug-Free Workplace Act of 1988.
40. The Contractor shall comply with all requirements of the Federal Funding Accountability and Transparency Act (FFATA).
41. The Contractor shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Exhibit B

Quality Assurance Standards

Mississippi Department of Human Services
Division of Aging and Adult Services

Quality Assurance Standards
For
The Older Adult Nutrition Program (OANP)

Congregate

Bulk, Emergency
Pre-plated and
Frozen Meals

Revised 2010

QUALITY ASSURANCE STANDARDS FOR CONGREGATE MEALS

Table of Contents

Section

A. Definition, Purpose, and Legal Basis

1. Definitions
2. Purpose
3. Legal Basis

B. Eligibility

1. Eligible for Meals
2. Meals for Disabled persons and Volunteers
3. Meals for Staff and Guests
4. Termination from the Program

C. Unit of Service

1. Meals
2. Nutrition Education
3. Nutrition Counseling

D. Support Activities

1. Nutrition Screening
2. Nutrition Education
3. Nutrition Assessment and Counseling
4. Social Activities
5. Contributions

E. Location

1. Minimum Requirements
2. State and Local Requirements
3. Required Site Equipment
4. ADA Requirements
5. Exits
6. Parking
7. Approval and Site Opening
8. Site Closure

F. Access

1. Waiting List
2. Fee-For Service-Meals

G. Service Delivery

1. State Contract for Meals
2. Times of Operation
3. Minimum Meal Numbers
4. Meal Orders/Order Changes
5. Special Days
6. Portion Control

H. Irregular Situations

1. Extra Meals/Second Meals
2. Meal Exchange
3. Take Out Meals
4. Powdered Milk
5. Substitutions

I. Alternate Vendor

J. Supplies: Ordering, Handling, and Storing

K. Staff

L. Training

1. Personnel Orientation and In-service
2. Nutrition Coordinator Opportunities
3. Fire/Evacuation Drills
4. First Aid, CPR, Safety

M. Records

1. General
2. Documents to Reconcile
3. Program Information
4. Consumer Information Form

N. Reports

1. Site to AAA or Service Provider
2. Client Tracking System
3. Vendor Reports
4. State Reports
5. Adult Day Care Centers- CACFP

O. Credits, Penalties and Reimbursements

1. Vendor Credit
2. Vendor Penalties
3. CACFP Reimbursement

P. Monitoring

1. MS Department of Health Inspection
2. MDHS Office of Monitoring and Program Integrity
3. MS Department of Education
4. AAA Nutrition Coordinators
5. Vendor

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
DIVISION OF AGING AND ADULT SERVICES
QUALITY ASSURANCE STANDARDS

CONGREGATE MEALS

A. Definition, Purpose, and Legal Basis

1. Definition - At least one hot or other appropriate meal provided to an eligible person in a congregate setting which (*Older Americans Act of 1965*, as amended (*OAA*), Section 331(1)):
 - a. Is offered at least five or more days a week unless, with documented annual state approval, it is deemed such frequency is not feasible secondary to a rural location;
 - b. Can be offered at breakfast, lunch and/ or dinner;
 - c. Is identified by a printed menu, signed and dated by the Registered, Licensed Dietitian who created it, which is posted at least two weeks in advance;
 - d. Complies with the most recent *Dietary Guidelines for Americans* published by the Secretaries of the United States Department of Health and Human Services and the United States Department of Agriculture (*OAA*, Section 339(1));
 - e. Provides a minimum of thirty-three and one-third percent (33⅓%) of the dietary reference intakes (DRIs) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences (*OAA*, Section 339(2)(A));
 - f. Is served in a congregate setting opened at a minimum of three (3) hours a day, as defined as locations where individuals can engage in social interaction, or various other activities and services such as rehabilitative and supportive services; which can include adult day care centers and multi-generational meal sites; and
 - g. That setting provides nutrition education, nutrition screening and other nutrition services such as nutrition counseling, as appropriate, based on the needs of program participants.
2. Purpose
 - a. To reduce hunger and food insecurity;
 - b. To promote socialization of older individuals; and

- c. To promote the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior.

3. Legal Basis

- a. The legal basis for the operation of the Elderly Nutrition Program is found in the *Older Americans Act of 1965*, as amended (OAA), Title III, Part C; and the *Code of Federal Regulations*, Title 45, Part 1321, as amended (45 CFR Part 1321).

- b. NSIP - Section 311 authorizes the Nutrition Services Incentive Program known as NSIP, which provides supplemental funding for congregate and home delivered meals served under Title III in the form of cash in lieu of commodity foods to provide incentives for the effective delivery of nutritious meals to older adults, for meals which meet OAA requirements. NSIP funds may only be used for the purchase of United States produced agricultural commodities and other foods.

- (1) NSIP funds are no longer under USDA oversight and should not be referred to as a USDA program or USDA reimbursement. (The Consolidated Appropriations Resolution, 2003, Public Law 108-7, amended the OAA to transfer the NSIP from the USDA to the Administration of Aging (AoA) within the Department of Health and Human Services. (Sec.311, OAA 2000)).

- (2) The AAA MAY use NSIP funds for food purchases from U.S. sources, or as in the case of vendor-contracted meals at a set price, in general up to 1/3 of the cost of an entire eligible meal including transportation and labor; served to eligible participants.

A meal is required to meet the OAA nutrition requirements stated in Part I, Section 1 of this document and served to individuals who meet the eligibility requirements stated in Part II, Eligibility, and who is not means tested; and those individuals are provided the opportunity to voluntarily contribute to the cost of service.

- (3) The AAA MAY NOT use NSIP funds for the following:

Incomplete meals IF an alternate vendor is NOT used to fill the shortages or complete the meal;

Second meals/helpings served to participants or

Any meals served to guests or staff under 60 years of age or to anyone else who is not an eligible participant, regardless of age or circumstances.

Any means tested programs such as Medicaid waiver and CACFP.

- c. Title XIX Medicaid waiver- While a home-delivered meal funded by the Medicaid waiver program does not fall under Title III standards, a client may not receive a duplication of services in the form of a meal from both Medicaid waiver and Title III. If a participant qualifies for a meal under Medicaid waiver, this will be the first and only choice for meal funding. If they are not deemed eligible for Medicaid waiver they can be assessed for a meal under Title III. This is effective for both Title III home-delivered and congregate meal service.
- d. AAAs are required in their area plans to establish procedures for coordination of services with entities conducting other federal or federally assisted programs for older individuals at the local level, and shall include language addressing how they will prevent duplication of meal service between these two programs and how they will monitor this. (Sec. 306 (42 U.S.C. 3026))

B. Eligibility (OAA, Section 307(a)(13)(A) and (I))

Congregate nutrition services shall be available to eligible persons, particularly those in greatest economic and social need, including low-income minority older individuals, older individuals with limited English proficiency and those at nutritional risk.

1. Except when noted in Section (c) below, when eligibility is determined and documented by an active Consumer Information Form (CIF) on file and/or documented in the current state approved client tracking system, congregate meals will be provided to:
 - a. Any person 60 years of age or older; and
 - b. The spouse of an eligible person, regardless of age (with a notation on the screening form that he/she is the spouse of a 60+ participant), however;
 - c. In the event funding is such that there are not enough congregate meal allotments for all persons aged 60 or older who apply, the priority services waiting list guidelines set forth by each AAA will serve to determine services.
2. Provided all the above eligible potential service recipients needs are met, congregate nutrition services MAY be made available to:
 - a. Disabled persons*, regardless of age (with a notation on the screening form specifying circumstances), when:
 - (1) The disabled person resides in housing facilities occupied primarily by older persons at which congregate nutrition services are provided; or
 - (2) The disabled person resides at home with and accompanies an eligible participant to the congregate site; and
 - b. Volunteers, regardless of age, who provide meal-related services regularly during meal hours IF his/her having a meal does not deprive an eligible older person from having a meal, they sign the meal sign in sheet and meet the criteria established in Section M. Records.

* A disability is defined as a mental or physical impairment, or a combination of mental and physical impairment(s), that results in substantial functional limitations in one or more areas of major life activity such as self-care, learning, mobility, capacity for independent living, cognitive functioning, etc.
3. A meal MAY be offered to paid staff members and/or guests of any age ONLY IF:
 - a. The staff member/guest pays the full cost of the meal; and
 - b. An eligible person will not be deprived of a meal.

4. Termination from the Program – Each AAA will establish a system delineating the criteria for termination of a participant from the congregate meals program. Once a participant is placed on the program, they cannot be terminated without sufficient rationale. This rationale will be documented on the participant's Consumer Information Form. Recommendation for termination can be made by program staff with approval from the AAA director. This information will be found in the AAA Area Plan, updated annually or as needed.

C. Unit of Service

1. Meals – One meal served to an eligible person is one unit of service. Except as described in Section H, Irregular Situations, Title III C-1 money may not be used for second meals.
2. Nutrition Education - Entered into the current state approved client tracking system, defined as one unit per attendee per session as a nutrition education unit, for required NAPIS reporting.
3. Nutrition Counseling – Entered into the current state approved client tracking system, is defined as one individualized session per participant, and required on NAPIS reporting.

D. Support Activities

1. Nutrition Screening-(OAA, Section 339(2)(J))

What and When - Nutrition screening is completed on every recipient of the OAA Nutrition Program through the Nutrition Risk Assessment of the Consumer Information Form (CIF) and/or current state approved client tracking system and updated at a minimum annually. The Nutrition Risk Assessment is comprised of the twelve questions in this section. Two scores are derived from the CIF.

- a. A Nutritional Risk Assessment score, with a possibility of 0 to 6 points, indicates the potential for nutritional concerns and risk. Nutrition risk scores are a required field and compiled and filed for the NAPIS report. This score contributes to the Total Consumer score.
- b. The Total Consumer score, which is the sum of all scores on the CIF, will determine participant level of services, including meal service.
- c. A Nutrition Risk Assessment Score of 6 or greater, which is defined as high risk by the OAA, signals the need for further nutrition intervention, such as referral to a medical doctor, or registered dietitian for nutritional assessment and counseling. A diagnosis of diabetes automatically places the participant at high nutritional risk with a score of 6.

2. Nutrition Education (OAA, Section 330 (3), 331 (3) (339 (J))

- a. What- Nutrition education is a program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health, as it relates to nutrition, information and instruction to participants, caregivers, or participants and caregivers in a group or individual setting overseen by a registered dietitian or individual of comparable expertise. In addition, community nutrition resources and services shall be provided.

When and by Who - Nutrition education shall be provided to participants in a group setting at least quarterly. Nutrition education shall be planned/scheduled by the nutrition coordinator/service provider and presented by a registered dietitian, county extension agent, or other qualified person, using printed material, demonstrations, audio-visual presentations, lectures, and/or small group discussions.

- b. Documentation of the topic, presenter, number of attendees, and date of nutrition education shall be retained at the AAA and may be kept at the site as well; and
- c. Entered into current state approved client tracking system or other form of documentation as one unit per attendee per presentation as a nutrition education unit for required NAPIS reporting.
- d. Expenses, if any, shall be anticipated and included in the program budget.

3. Nutrition Assessment and Counseling (336, 339 (J)) NOTE: THE ACTIVITIES IN THE FOLLOWING SECTION ARE RECOMMENDED BY THE NEWEST REVISION TO THE OLDER AMERICANS ACT, HOWEVER DUE TO LIMITED FUNDING AND RESOURCES, MAY NOT BE FEASIBLE AT THIS TIME. WHILE THESE ACTIVITIES ARE NOT REQUIRED, DEVELOPMENT IS ENCOURAGED.

a. What and When --

- (1) A more specialized activity, which may be included as a component of the nutrition education program. The provision of professional, individualized advice and guidance to individuals who are at nutritional risk because of their health or nutritional history, dietary intake, medications use or chronic illnesses, about options and methods for improving their nutritional status, performed by a Registered Dietitian (RD, LD), working with the individual's physician as appropriate, in accordance with state law and policy.
- (2) Participants who are designated at high nutritional risk on the Nutrition Risk Assessment section of the Consumer Information Form (CIF), through scoring a 6 or above, or have a diagnosis of Diabetes Mellitus are candidates for follow-up nutrition assessment and counseling.
- (3) Participants at high nutritional risk shall be referred to the appropriate health professional within six months of entry into service.

b. Who and How --

- (1) At this time, individual dietary evaluation and counseling for therapeutic needs is not provided directly. Clients needing these services are to be referred to a local hospital, their private physician or registered dietitian. The AAA will assist in making this referral.
- (2) As this component of the OAA Nutrition Program is developing, clients may be referred to their individual physician until funding and/or contract services with a Registered Dietitian (RD, LD) are available.
- (3) The health care provider may choose to follow-up through his/her office, or refer the participant to a Registered Dietitian.
- (4) The AAA/service provider may partner with a Registered Dietitian (RD/LD) through the local hospital, medical groups or private contractors.
- (5) Participants with a diagnosis of diabetes may be referred to a Registered Dietitian, certified diabetic educator or a local diabetes self-management class.

- c. A notation will be made on the CIF and/or the current state approved client tracking system in the notes section, stating to whom the client was referred and the date referred.
- 4. Social Activities - Games, outings, art appreciation, gardening, crafts, fitness programs, site clubs, etc. shall be demonstrated by a list or calendar of monthly activities.
- 5. Contributions (*OAA*, Section 307(a)(13)(C)(i)(ii); *45 CFR*, 1321.67) - Participants shall be encouraged and provided an opportunity to contribute voluntarily and confidentially to the cost of the meals for the express purpose of expanding nutrition services. AAAs/service providers may develop and post a suggested contribution schedule for meals, but shall not deny any eligible person a meal if he/she is unable or unwilling to contribute to the cost of the meal service. Minimally, signage noting that donations are accepted and there is a box for cash donations visible in the meal dining area.
 - a. Safekeeping and Accountability - Contributions shall be safeguarded against loss, mishandling, or theft. Each congregate site shall have a lock box with a space in the top or other appropriate container into which contributions may be placed confidentially. The container shall be kept locked at all times, except at set times, preferably weekly, when two people shall access the box, count the contributions, and certify the amount. Between meal hours, the container shall be stored in a secure place.
 - b. Direct Services Documentation - For those AAAs who provide direct services, site personnel shall purchase a money order or cashier's check, indicate on it the service that generated the income (congregate meals and/or home-delivered meals), and forward it to the AAA/PDD.
 - c. Indirect Services Documentation - For those AAAs who provide indirect services, site personnel shall certify the program income, indicate the service from which the income was generated (congregate and/or home-delivered), and forward the income to the service provider who shall, in turn, forward a contribution report to the AAA/PDD.

E. Location (OAA, Section 307(a)(13)(D))

Congregate nutrition sites shall be located at approved private or public community facilities, and meeting rooms, particularly churches, schools, community centers, and senior centers that meet the following requirements:

1. Are clean and neat and have adequate lighting, heating, cooling, and ventilation;
2. Meet all applicable state and local health, fire, safety, building, zoning, and sanitation laws, ordinances, and codes and have annual inspections by the local fire and *health authorities (with a plan for corrective action if deficiencies are noted).

Requirements for the safe and sanitary facilities and food handling are described in the 2009 USDA Food Code and the DAAS Food Safety and Sanitation Manual for the Older Americans Act Nutrition Program.

Current health inspection documentation and fire inspection documentation must be posted at each facility or kept in a secure location at the facility, available on request. It is the responsibility of the AAA to insure that inspections are kept current by calling the inspecting entity to make an appointment for inspection, if it is about to expire. A cost may be incurred for the inspection and program costs should be anticipated.

3. Required Equipment on Site

- a. If bulk meals are served, the site must have a kitchen or approved area for the set-up and dispensing of bulk meals and a three-compartment sink or approved alternative sink set up as specified in The Food Safety and Sanitation Manual for washing, rinsing, and sanitizing utensils.
- b. Congregate sites where frozen meals are stored, reheated/cooked, and served to participants and hot food/bulk, pre-plated sites may need to be reheated must have:

Freezer(s) with the capacity to hold five (5) days of frozen meals for all participants served from that site (including those for homebound if their meals are not delivered immediately upon receipt from vendor). The frozen meals may be removed from the outer delivery boxes and stacked in the freezer(s) by meal, by day (e.g. all of Monday's together, all of Tuesday's together, etc) to ensure that all congregate participants receive the identical meal on the same day and consume the week's variety of nutrients as planned by the vendor's dietitian. Freezers must contain a freezer/refrigerator thermometer (not a food or oral thermometer) to ensure that a temperature between 0-20 Fahrenheit is maintained at all times. To ensure safety from contamination and /or theft, freezers must remain locked at all times and a designated person responsible for the key.

- c. Oven(s), conventional and/or microwave, for reheating/cooking.

4. Are free of architectural barriers which limit the participation of older persons.

including those with disabilities, to ensure compliance with the *Americans with Disabilities Act of 1990* (ADA) as related to the following:

- a. Restrooms shall be adequate and accessible and contain toilet tissue, a soap dispenser (a hand-held, portable one is acceptable), disposable hand towels, and a waste container; and in addition, meet sanitation standards as outlined in the Food Safety and Sanitation manual.
 - b. Tables and chairs shall be sturdy and appropriate for eligible participants.
5. Have clearly marked exits that are obvious to the observer and have an evacuation plan posted of the room(s) used by the elderly participants. (Example: There could be a drawn diagram of the room(s) with "You are here" marked with an "X" and the exit doors clearly noted.)
 6. Have adequate parking space;
 7. Are approved by the Area Agency on Aging (AAA) with a completed and approved Site Inspection Report on file with the DAAS prior to opening a new site or relocating an established one; and
 8. Will not be closed, temporarily or permanently, without the AAA notifying the DAAS and the vendor two (2) weeks prior, except in an emergency.

F. Access - An eligible person may enter the service system through appropriate referral.

In the event there is a waiting list for congregate meal service, fee-for-service options may be made available.

Fee-For-Service Meals - Meals purchased at full cost by a participant. These meals may not be counted as Title III meals for reporting purposes on NAPIS nor for NSIP purposes. The AAA may make available to individuals who meet the criteria for a congregate meal, and who are to be placed on a waiting list, the option of purchasing a congregate meal. The participant will pay for the full cost of meal until the participant no longer needs the meal and cancels the service; or they reach the top of the waiting list and subsequently stop paying for the meal. This information must be clearly documented on the Consumer Information Form.

G. Service Delivery

1. a. State Contract for Meals-Mississippi elects to contract with a sole statewide vendor through means of an open bid RFP process every three years. All meals provided through the Older Adult Nutrition Program must be provided by the vendor.
- b. The exception to this rule is the few adult day care sites which have been grandfathered in to provide self prepared meals. The AAA must request a waiver annually in the area plan for these programs.

No other programs may start a self-preparation site as this weakens the state contract and value pricing. Existing self-preparation sites must meet all food safety and sanitation standards, have minimally an annual health department inspection, score and permit to operate and have a Servesafe certified employee present on duty during service and preparations hours. Serving a high-risk population as in elderly day care clients, may warrant a health department inspection three times a year. This determination is left to the discretion of the local health department.

2. Times of Operation - Except for holidays designated by the DAAS, unforeseen emergency situations, or scheduled training, sites shall be open and meals shall be served five (5) days a week, 52 weeks a year, three (3) consecutive hours per day so that participants may eat a leisurely meal, enjoy social contact, and take advantage of supportive services.

If it is not feasible or cost-effective to provide congregate nutrition service five (5) days a week due to location, lack of participation and/or transportation, etc., the AAA shall request approval annually from the DAAS for the site to be open less than five (5) days.

3. Minimum Meal Numbers - Sites shall serve a minimum average, over a five day period, of twenty (20) total meals (congregate and home-delivered combined) per day. This is a quality issue, and will not affect eligibility of the meal.
 - a. Delivering less than twenty meals to a site is not cost effective, nor does the food, whether bulk or pre-plated, retain adequate temperatures to meet Health Code requirements. The vendor is not required to deliver to a site where an average of less than twenty meals are served however they are not restricted from entering into a mutual agreement with the AAA, if so agreed upon.
 - b. To serve less than twenty (20) total meals at a site, the AAA shall provide a written justification annually and receive written approval from the DAAS.
 - c. In the event a congregate site does not have the required 20 participants, if the rest of the participants are made up of home-delivered meals, there must be a clear documentation trail showing that the home-delivered meals are paid for from Title III, C-2 funds and the congregate meals from C-1.

4. Meal Orders/Meal Order Changes

- a. Meal Orders - Site personnel shall encourage participants to use a reservation system to accurately forecast and order meals and keep the number of unserved meals to a minimum. Meal orders shall be placed to the commissary via fax or e-mail (not the phone) by AAA nutrition coordinators/service providers only (not site managers).

Meals ordered and not consumed by an eligible participant, including second meals, may not be paid for with Title III, C-1 funds, except as noted in Section ((H), (1), (d)) below.

- b. Meal Order Changes - Meal order changes must be made to the commissary via fax or e-mail only by AAA nutrition coordinators/service providers only (not site managers) no later than 2:00 p.m. on the day before the change is to take effect. The vendor is not expected to honor phone orders/order changes or messages of any kind relayed through drivers.

5. Special Days - Congregate participants may have up to four (4) field trips per year, excluding times when the sites may be closed for an election, training, health fair, or other community activity. For those days when sites will be closed, AAAs/service providers shall order via fax or e-mail shelf-stable meals or picnic lunches for congregate participants at least two (2) weeks prior to the time they will be needed.

6. Portion Control

- a. Proper Utensils - Site personnel shall use only the utensils specified in the vendor's daily Site Serving Instructions guide to insure that each participant receives the proper serving size. If a utensil is lost or misplaced, the AAA nutrition coordinator/service provider/site manager shall request a replacement from the commissary office (not the driver) and it shall be sent with the driver the following day or, if it is not in stock at the time, as soon as it is received from the supplier.

- b. "Stretching" - Site personnel shall NOT "stretch" food to compensate for vendor shortage(s), unacceptable food items, or unexpected participant "drop ins," but shall use an alternate vendor (see below) to fill such shortages or unacceptable items and document the same.

If it is not feasible to secure food from an alternate vendor, site personnel shall give properly measured meal components to as many participants available food will serve, using the utensils specified in the Site Serving Instructions guide and record the missing meal(s) or meal components as shortages.

- c. "Provide versus serve" - site personnel are no longer required to place all items on the plate if a participant requests that they do not receive a food item. Site personnel may provide a serving of all food items to each participant, and shall NOT "skip" giving all meal components to all participants; however, if a participant requests not to be given and/or refuse

to eat a certain food item, the item does not have to be served on the plate. Participants have the right not to eat a meal or part of a meal, but site personnel may not cut back on orders of certain foods or milk or offer extras to another participant until it is refused. The correct amount of food for the number of participants must be ordered and provided.

H. Irregular Situations

1. Extra Meals/Second Meals - Whenever there is an extra congregate meal, it shall be taken to the following, if possible:
 - a. A congregate participant too ill* to come to the site; or
 - b. An eligible person on the home-delivered waiting list.
 - c. Required documentation on the meal log is the name of the participant the meal was given to and social security number, (located on the CIF, which should be completed if the client is on a waiting list).

*If the congregate person is still ill after two weeks, he/she shall be reassessed for home-delivered service unless there is a doctor's statement indicating that the condition is temporary, in which case the congregate meal will be resumed when he/she returns to the site.

If it is not feasible to deliver the meal to one of the above, it may be given to:

- d. A congregate participant, as a second helping, with a notation placed by his/her name on the Monthly Client Service Report that it is a second helping. This meal MAY NOT be claimed for Title III nor NSIP reimbursement as a second meal.
 - e. Second meals may only be paid for with Title III, C-1 funds if there is available, current documentation, at the site and AAA, designating this person has been assessed as severely underweight by a registered dietitian (RD, LD) or a Medical Doctor and would benefit from extra food. A reassessment by the above mentioned participant must be completed every 6 months to be considered current.
 - f. No senior may be denied a meal because another senior is receiving more than one meal.
2. Meal Exchange - While it should not be actively promoted nor become a common practice, it is within the custom of charity and good will to allow, in unusual circumstances, a well congregate participant to freely and temporarily "give up" his/her meal to an especially needy, eligible homebound person on the waiting list. In rare instances when this may be done, the meal shall be so documented. If the congregate person learns of the need and freely chooses to give his/her meal to the needy homebound person after he/she has already signed in at the site, a line should be drawn through his/her name and the name of the homebound person receiving the meal shall be entered on the home-delivered service log.

3. Take-Out Meals - Take-out congregate meals are not allowed. Congregate meals are intended to be eaten at the site and participants or their representatives shall NOT pick up and/or take meals from the site. Because of health, safety, and legal liability

considerations resulting from possible foodborne illnesses, participants should be discouraged from taking *any* food leftover from their own or anyone else's meal from the site and made to understand that doing so is at their own risk.

Exceptions: Cake, cookies, bread, rolls, and fresh fruit MAY be taken from the site to eat later IF they are wrapped (Note: citrus fruit and bananas do not need to be wrapped). Wrapping material shall not be provided by the site, AAA, local service provider, or vendor.

4. Powdered milk - All congregate sites, even those serving frozen meals, should do everything in their power to serve fluid milk, as it has been shown consistently that the reconstituted milk is not being used, nor even being reconstituted. Sanitation concerns are frequently documented in centers that do reconstitute the powdered milk, and the milk is not made sufficiently ahead of time to chill to improve palatability.

Not consuming the milk does not benefit the nutritional status of the participant, which is a goal of the program.

- a. In the event powdered milk must be used by a site, it first must be offered to the participants daily. It is in violation of the previous guideline to not provide the powdered milk. If it is refused every day in the week, it can then be offered to participants to be taken home as a non-perishable food item on Friday for use in cooking.
 - b. If powdered milk is taken home by congregate participants, the site shall provide a biannual nutrition education session on how to use powdered milk in recipes along with a demonstration taste testing and take home recipes.
5. Substitutions - Substitutions shall not arbitrarily be made by the vendor. In extreme and/or rare instances when a change must be made the manager will verify with the vendor dietitian that the substitution meets the nutritional specifications of the original food item(s). The vendor shall notify the State and the AAA Nutrition Coordinators of menu changes via phone, fax, e-mail, or other electronic means, as soon as possible. Documentation of substitutions must be noted on meal tickets by site manager.

I. Alternate Vendor

1. AAA Nutrition Coordinators/service providers/site managers may purchase meals or portions of meals from an alternate meal source to substitute for meals ineligible only in the following situations:
 - a. The vendor fails to deliver any meal(s)*, or an entree which is equal in value to an entire meal, or any other portion of the meal(s);
 - b. All or any portion of the meal(s) is deemed unacceptable, for any reason(s), including time temperature violations;
 - c. Meals are not delivered by 11:15 a.m. and/or according to the specifications in the contract executed by the vendor and the DAAS.

* Frozen Meals Exception - If, after frozen meals have been delivered to recipient homes, it is learned that they lack components or contain unacceptable components, the vendor shall discuss the matter with the AAAs and make the adjustments to the invoice accordingly.

2. Payment - If an alternate meal source is used, the AAA shall pay the alternate meal source(s) or individual who paid for the meals per AAA policies. The AAA will bill the vendor the contract price of the food replaced, less the mileage expense, for picking up food from the alternate meal source.
3. Commencement - The AAA will maintain a list including the complete name(s), mailing address(es), and phone number(s) of prospective alternate meal sources in their site areas to be used when meals or portions of meals need to be replaced. The vendor will be notified when alternate meals have been ordered and the reason.
4. Agreement - The AAA will maintain an agreement with the prospective alternate meal source(s). The AAA Nutrition Coordinator shall send the list to their service providers and/or site managers.
5. Food Substitution - At the beginning of the contract, the vendor shall provide the AAA Nutrition Coordinators/service providers with a food substitution list so that food purchased from an alternate meal source, in the event of default by the vendor, may be of like value to that being replaced.
6. Credit - When an alternate meal source is NOT used to replace vendor shortages, the vendor shall issue a credit to the AAA based on the following allocations:

<u>Food Group</u>	<u>Meal Cost Percentage</u>
Meat/Meat Alternative	100%
Fruit/Salad	15%
Milk	15%
Vegetable	10%
Dessert (other than fruit)	10%
Bread/Bread Alternative	5%
Margarine	2%
Condiments	2%

CACFP reimbursed meals, provided through Adult Day Care Centers may not be credited, all components must be provided for the meal.

7. Alternate Meal Sources - Should alternate meals be obtained, that is, not from the state contract approved meals vendor, the alternate meals must be procured from a licensed food service establishment with a current 'A' rating from the MS State Department of Health, exhibited by a copy on file at the site. A copy of the establishment's health inspection must be obtained before food may be served. This may be obtained from the MS State Department of Health website for all licensed food establishments.

J. Supplies: Ordering, Handling, and Storing

1. AAAs/service providers/site managers shall keep one week's disposable congregate and home-delivered supplies on hand at each site at all times and order necessary supplies from the vendor on the day/time schedule requested by the vendor.
2. If due to storage or delivery limitations, this schedule is not beneficial to both the site and the vendor, an alternative arrangement for supplies is acceptable, if both parties are in agreement.
3. Site personnel shall make every effort to safeguard all supplies from pilferage and/or inappropriate use, such as packing home-delivered meals in congregate supplies or serving congregate meals in home-delivered supplies. The vendor shall maintain an ongoing record of supplies delivered to each site.
4. Supplies shall be commercially packaged for individual use and shall be stored at the site in closed containers on clean shelves above the floor and handled in a way that they are protected from contamination at all times. Supplies may not be stored on the same shelf, below or next to chemicals.

K. Staff - There shall be an adequate number of staff to manage the program's fiscal and administrative responsibilities. Records for documenting in-kind match shall be kept of volunteers' time and activities.

1. Registered Dietitian - The meals program shall be operated under the direction of the DAAS registered and licensed dietitian (RD, LD). Menus and nutritional information is prepared by a registered and licensed dietitian. **NOTE: As expansion of the Title III programs continue including 1) in the area of nutrition assessment of high risk participants, education and nutrition counseling, and 2) chronic disease prevention through health promotion activities including evidence based disease prevention programs, the services of a Registered Dietitian (RD, LD) will become more in demand beyond what has been required before. While not currently a requirement at the local level, contracting with a credentialed nutrition professional on an as needed basis is suggested to meet the growing need for health and nutrition related services. Title III C-1 and D funding may be used for such services as described.
2. Nutrition Coordinator - The AAA nutrition coordinator shall oversee the management and administration of the entire meals program. She/he or the service provider shall determine the supervisory functions of the site managers; plan training in food service safety and sanitation techniques and practices for all site personnel, including volunteers; and consult with the dietitian when desired and as necessary.
3. Site Manager - The site manager shall direct the day-to-day details and logistics of the entire meal program under and according to the supervision of the AAA nutrition coordinator/service provider.
4. Volunteers may be recruited and shall be supervised. Volunteers who handle food, including delivery must adhere to all food safety and sanitation requirements.
5. Delivery Drivers for congregate feeding sites that also serve as distribution points for home-delivered meals, delivery drivers hired by the AAA or service provider must adhere to all standards of food safety.

L. Training

The following training is required; training documentation shall be retained; and sufficient funds shall be budgeted to cover training expenses, if necessary:

1. Personnel Orientation and Inservice - All paid staff and volunteer food service workers shall have orientation training prior to working in the program and at a minimum yearly training. AAA nutrition coordinators/service providers shall plan and schedule the training which shall include, at a minimum, the following:
 - a. Nutrition Coordinator/Service Provider - Routine management and administrative procedures, record keeping systems, reporting requirements, program requirements and sanitation and food safety and meal service;
 - b. Site Manager -
 - (1) Food Safety and Sanitation based on the Food Safety and Sanitation Manual, the Mississippi Food Code 10.0 and Servsafe instruction,
 - (2) Meal service, with detailed instruction on congregate meal service requirements, counting and claiming, participant eligibility, and correct food portioning using the Site Serving Instructions guide;
 - (3) Site operations;
 - (4) Site record keeping;
 - (5) Contribution policy and cash reconciliation;
 - (6) Community resources;
 - (7) Coordinating volunteers; and
 - (8) Methods of referrals.
 - c. Volunteers - Site procedures and various volunteer activities when they first enter the program and anytime thereafter as deemed necessary by the AAA/service provider. Specifically, any volunteer which deals with the handling, distribution and/or delivery of meals must receive training on basic food safety and sanitation and meal eligibility.
 - d. All Staff - Participant confidentiality; all aspects of food safety and sanitation; and procedures for handling emergencies - medical, fire or disaster, which includes being able to locate participants' emergency contact information and to evacuate participants safely.
 - e. Any person who administers a Consumer Information Form must receive training, with documentation retained.
 - f. Training is documented via sign-in sheets with date, topic/training title. A training log of employees and volunteers may be kept to compile all employee training in one at-a-glance form. (See appendix).
2. Training Opportunities for Nutrition Coordinators - While not mandatory, the following are opportunities to learn and share regarding the Older Adult Nutrition Program:

- a. Quarterly Menu and Nutrition Program Meetings-Attendance at the quarterly menu meetings and the DAAS meetings that follow, as well as any other special meetings called by the DAAS dietitian is encouraged to allow input and discussion from all areas of the state, due to the rapidly changing Title III program.
- b. ServeSafe -It is recommended that at least one person under advisement of the AAA, for example, a service provide or site manager, or the Nutrition Coordinator, be ServeSafe certified to act as a resource person and lead trainer due to the importance of food safety and sanitation in the high risk older population we serve.
3. Fire/Evacuation Drills for participants should take place at least once every six months and documentation by sign-in sheets kept at the site and/or sent in to the AAA as designated by the AAA; and
4. Instruction in general first aid, cardiopulmonary resuscitation (CPR), and the Heimlich maneuver is recommended for everyone working with older persons.

M. Records

1. General - Adequate records shall be maintained on each participant to ensure the accuracy and authenticity of the number of eligible congregate participant meals served each day. To the greatest extent possible, all participant information and service records will be recorded in and all forms, sign-in sheets, and records should be drawn from current state approved client tracking system.

All records and reports shall be made available for audit, assessment, or evaluation on demand by authorized representatives of area, state, and federal agencies. Except for audit purposes, recipient confidentiality shall not be violated and information about or obtained from an individual shall not be disclosed without that individual's written consent. However, the individual shall not be denied services if he refuses to provide written consent.

2. Documents to Reconcile - To determine that congregate persons received meals on certain dates and to assure that the meals paid for were served to eligible persons, the meal numbers on the following documents must reconcile:

- a. Sign-in Sheets- The Daily Service Unit Form, large spacing, printed from the current state approved client tracking system is recommended or a similar form, printed via the AAA's/service providers, affixed with the date and the signature or mark of each person receiving a congregate meal (with the site manager signing and initialing the name of any eligible person who refuses or prefers not to sign, but with no one person signing for the majority of the participants);
- b. Monthly Client Service Reports (also known as "Service Logs") which shall be printed from current state approved client tracking system by the AAAs/service providers and sent to each site manager who shall complete and return it to the AAA/service provider who shall, in turn, reconcile by funding source the number of meals listed on the monthly report to the number of meals paid for;
- c. Meal Tickets; and
- d. Vendor Invoice.

3. Program Information shall include:

- a. All reconciled program documents, including Sign-In Sheets with the signature or mark of each person receiving a congregate meal (see details above);
- b. Waiting List of persons eligible for congregate meal service;
- c. Contribution Policy information provided to participants;
- d. Nutrition Education Documentation listing the topic, presenter, number of attendees, and date;

- e. Program Income Records noting the daily/weekly contribution amounts; and
 - f. Volunteer Records showing that the person is a bonafide volunteer at that site or for that AAA and has received all orientation and annual training, and thus able to receive a meal, paid for with C-1 congregate, after signing the meal sign-in sheet for that day.
4. Participant Information is contained in the Consumer Information Form, which shall:
- a. Be completed by trained personnel prior to services being received, and updated annually, either on the anniversary date of the participant's entrance into the system (recommended system) OR at a single point in time, e.g. October, for continuation or termination of meal services with additional assessments made whenever necessary and/or appropriate;
 - b. Identify eligibility status for services;
 - c. Contain emergency information such as the elderly person's family or contact person and a record of any special health, medical, or dietary needs, when appropriate;
 - d. List all services provided to the person in accordance with NAPIS/MIS reporting procedures;
 - e. All forms with each previous form filed together kept at the AAA, and a copy of the most recent form kept at the site, or, if the AAA has progressed to a paperless system and all documentation can be located in the client tracking system.
 - f. Be entered into current state approved client tracking system within ten days of completion.

N. Reports

1. Site to AAA or Service Provider
On Friday or the last food service day of each week, site managers shall mail/scan to the AAAs the site's delivery tickets and original sign-in sheets for that week, retaining a copy at the site, or by any other written procedure designated by the AAA so that meal count information is entered in to the client tracking system by the current DAAS designated due date.
2. AAA Nutrition Coordinator/Data Entry Person to Client tracking system
By the current DAAS designated due date, AAA nutrition coordinators shall insure meal count and nutrition education units are provided to the data entry person/entered into the client tracking system.
3. Vendor Reports
The vendor will provide to DAAS, in May and November, a Semi-annual Meal Numbers Report; and a Self-assessment Report, which includes the results of client satisfaction surveys administered prior to the second and fourth quarter menu cycles.
4. State Reports
The AAAs shall provide any additional information or reports requested by the DAAS via the current state approved client tracking system. The State nutrition coordinator shall conduct a regular statewide analysis of the nutrition program and the state meal contract vendor from information submitted by the AAAs.
5. Adult Day Care Centers-CACFP
CACFP reports are absolutely due to designated DAAS staff, no later than the date specified on the Reports Due Date Calendar. Failure of one site to submit information may affect filing of the CACFP claim for all Adult Day Care Centers and affect the statewide sponsorship. While mail is acceptable, it must reach the state office by the due date. There may be no late submissions. To avoid delays from the mail, preferably, the AAA/service provider may fax or scan a copy of the report and keep the original on file at the AAA and a copy at the site.

Required documentation is

- a. the completed CACFP-4 Cost worksheet
- b. Monthly CACFP report page
- c. Any food receipts for snacks or additional food items
- d. Current roster with changes

O. Credits, Penalties and Reimbursements

1. Vendor Credit

a. The AAA MAY claim vendor credit IF:

- (1) The vendor fails to deliver meals or portions of meals or fails to deliver meals by the stated time, or if meals or portions of meals are deemed unacceptable AND
- (2) The site manager/service provider/AAA does NOT use an alternate vendor to fill the shortage.

b. The vendor shall credit the AAA according to percentages listed below:

Meat/Meat Alternative	100%
Fruit/Salad	41%
Milk	15%
Vegetable	10%
Dessert (other than fruit)	10%
Bread/Bread Alternative	5%
Margarine	2%
Condiments	2%

2. Penalties to Vendor - After three occurrences per site, at the discretion of the AAA, a penalty is permitted to be imposed upon the vendor, in addition to the cost the AAA bills the vendor for meal replacement.

a. These occurrences reflect the most critical situations when the provider will impose the penalty of \$100 per site, in addition to, the delivery cost of substitute meals, including salary, mileage and food purchase. Vendor must credit the Area Agency on Aging in each planning and service area as need arises. These occurrences include:

- (1) No meal delivery;
- (2) Meals arriving beyond the agreed upon time;
- (3) Meal shortages; and,
- (4) Sub-standard temperatures at point of delivery and /or unacceptable food quality.

b. The penalty for Congregate Meals will be \$100 per site even if an alternate meal source is used.

c. The penalty for Frozen Meals delivered to the site at any time other than the agreed upon designated date will include \$100, plus one shelf-stable meal for

each participant, the expense of paying a driver an hourly wage to deliver meals to participants, and vehicle mileage for delivering meals. This amount shall be credited to the AAA.

- d. The penalty for Adult Day Care Meals deemed 'not allowed' due to failure of vendor to comply with laws, regulations, and/or guidelines will result in cost of the alternate meals and payment of meals disallowed.

3. CACFP (Child and Adult Care Food Program) Reimbursement - Providers of adult day care services are eligible to receive funds from Mississippi Department of Education based on federally published rates by participating in the State Unit on Aging sponsored program. ADC Providers must

- a. Serve a creditable meal;
- b. Comply with all program policies and procedures;
- c. File a monthly report to the SUA;
- d. Maintain a completed and approved application on file for each participant;
- e. Attend training given three times a year by the SUA; and
- f. Be monitored three times each year by MDHS Division of Monitoring/Program Integrity.

P. Monitoring

1. The Mississippi Department of Health, Division of Sanitation will conduct a site inspection annually to determine food safety and sanitation standards are followed. This is not a pass/fail inspection, however corrective action must be taken and follow up by the inspector will take place within the time period determined by the inspector. A report will be sent to the AAA. While some local health departments may keep up a schedule, it is the responsibility of the AAA or the provider to call for an appointment before an inspection has passed one year.

The cost for this service, if any, shall be anticipated and included in the program budget.

2. The State Department of Human Services' Office of Monitoring/Program Integrity shall monitor once a year the:
 - a. AAA nutrition program;
 - b. Food service vendor; and
 - c. Shall monitor CACFP sites three times a year.
3. Mississippi Department of Education monitors a percentage of CACFP, for Adult Day Care Programs annually, unannounced.
4. AAA nutrition coordinators are required to monitor each nutrition site annually using the same tools used by Program Integrity, Office of Monitoring. Any findings or concerns shall be followed up on, in person, to insure the required changes have taken place. More frequent site visits are encouraged to provide technical assistance and assist in any revisions that should take place to insure the nutrition program is provided correctly.

AAA nutrition coordinators should informally monitor or visit the vendor commissary during early morning hours once a year or as often as possible for the benefit of themselves and the overall nutrition program they manage.

5. The vendor conducts a site visit to 75% of all sites yearly including those with hot bulk, preplated and frozen delivery. While monetary penalties are not incurred from these reports, the findings are meant to give the site, service provider and AAA knowledge of problems and potential problems on meal service, food safety and sanitation; as well as health inspections.

EXHIBIT C

CONTRACT NO. 2024-18

**Southern Mississippi Planning and Development District
Area Agency on Aging
PROGRAM INCOME POLICY**

I. SCOPE AND PURPOSE

The purpose of this document is to transmit the policy regarding program income collection for services rendered with funds administered by the SMPDD Area Agency on Aging and the Division of Aging and Adult Services (herein called "DAAS"). A provision must be made for safeguarding program income contributed by the elderly clients served with aging funds in the most cost effective manner.

II. REQUIREMENTS

- A. Each service that is provided in a centralized location must have the following in place:
 - 1. A lock box must be placed in each location where a service is provided which clearly indicates the service that the funds will expand, such as congregate meals, senior center and day care.
 - 2. The box must be kept locked at all times with a space at the top of the box through which contributions can be placed.
 - 3. The staff member who has access to the lock box on a daily basis should not have access to the key. The key should be maintained by a second staff member. A set time should be established, at least weekly, for the box to be accessed by both staff members and program income counted, and the amount certified by both staff members.
 - 4. Program income generated must be deposited on the same day that the lock box is opened. The form that is used by the two staff members to certify the amount of program income generated should then be attached to the copy of the bank deposit slip and forwarded to the appropriate fiscal officer to account for the funds. The bank deposit slip should clearly indicate the service that generated the program income.
- B. A mechanism must be in place to allow participants to contribute program income for each service funded through funds administered by the AAA and DAAS. When the service is not provided in a centralized location, a plan must be developed by each provider for soliciting and safeguarding

program income contributions. Examples of these services include homemaker, respite, home delivered meals, etc.

- C. Program income must be expended first, prior to the expenditures of federal, state or local cash. Program income must be used to expand the service that generated the funds.
- D. The purchase of lock boxes for safeguarding program income is allowable. The cost should be charged to the service where the box will be used. For instance, a lock box purchased for a congregate meals site should be charged to the congregate meals project management funds.
- E. Program income generated by the nutrition program must be applied to the cost of the meal and will not be budgeted for the project management. Procedures for submittal of nutrition program income will be established with each individual provider.
- F. Contractor should develop a suggested contribution schedule for services. In developing such a schedule, contractor must consider the income ranges for older persons in the community. Means tests may not be used.
- G. No older person will be denied a service because the older person will not or cannot contribute to the cost of the service.

III. EFFECTIVE DATE

This policy is effective immediately and shall remain in effect until modified or replaced by the Southern Mississippi Planning and Development District Area Agency on Aging.



**PURCHASING
DEPARTMENT**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0223

William H. Hardy Building
1410 24th Ave. 2nd Floor
Gulfport, MS 39501

MEMORANDUM

TO: City Councilmembers
Mayor Billy Hewes

FROM: Olivia McMahan, Procurement Specialist

DATE: October 3, 2023

RE: Pump for 18th Ave Lift Station – Public Works

The Purchasing Department received and reviewed the quotes received on the above referenced item and determined Fluid Process & Pumps, LLC to be the lowest and best bid for a total amount of \$23,076.00.

Purchase Order #240021 was issued, and the tabulation sheet used to make our lowest and best bid determination is attached. We respectfully request this be spread across the minutes.

Thank you for your consideration.

Public Works - Pump for 18th Ave Lift Station

PO # 240021

QTY		Fluid Process & Pumps, LLC		Benvenuti Electrical Apparatus & Repair, Inc.		Bay Motor Winding, Inc.	
FAIRBANKS MORSE VERTICAL BILTOGETHER DRY-PIT PUMP (MODEL 5"B5433). COUNTERCLOCKWISE ROTATION, 15HP, 1200RM, 3/60/230-460V MOTOR	1	\$ 23,076.00	\$ 23,076.00	\$ 25,640.00	\$ 25,640.00	\$ 28,538.00	\$ 28,538.00
			\$ -		\$ -		\$ -
			\$ -		\$ -		\$ -
Total			\$ 23,076.00	\$ 25,640.00			\$ 28,538.00

Department	Requestor	Request Date	Pre-Payment Date (sent invoice to requestor)	Completion Date	Requested Information	Status	Cost
PD	Rachel Poulos	9/1/2023	9/13/2023	9/13/2023	2023-00073736- Kimberly Shaw ; Date of accident : 8/15/23; Color copies of photographs; body cam; dash cam or other video, CAD/dispatch log and 911 calls (with audio) related to this auto incident	completed	\$0.00
PD	Raymond DeFlaviis	9/1/2023	9/1/2023	9/1/2023	Body cam of my arrest and incident report	completed	\$0.00
Court	MS Department of Corrections	9/1/2023	9/1/2023	9/1/2023	Court abstract on Michael Brown	complete- too broad 9/1/2023 emailed letter	\$0.00
	Shawn Gilthorpe	9/1/2023	9/1/2023	9/1/2023	Real estate transaction due diligence, please see attached info letter requests for the permit and fire departments	complete- multiple subjects on one form 9/1/2023 emailed letter	\$0.00
	Eric Hobbs	9/1/2023	9/5/2023	9/5/2023	Other 2023-00048204	complete- too vague emailed letter 9/5/2023	\$0.00
FD	Shawn Gilthorpe-1	9/2/2023	9/12/2023	9/12/2023	Red Dot Self Storage #124 - 12497 Three Rivers Road Gulfport, MS 39503: Any Tier II Inventory on record for address	complete-no records 9/12/23 emailed letter	\$0.00
FD	Shawn Gilthorpe-2	9/2/2023	9/12/2023	9/12/2023	Red Dot Self Storage #124 - 12497 Three Rivers Road Gulfport, MS 39503: Any hazmat emergency calls/response known to address	complete-no records 9/12/23 emailed letter	\$0.00
FD	Shawn Gilthorpe-3	9/2/2023	9/12/2023	9/12/2023	Red Dot Self Storage #124 - 12497 Three Rivers Road Gulfport, MS 39503: Fire Code violations on the address	complete-no records 9/12/23 emailed letter	\$0.00
Engineering	Shawn Gilthorpe-4	9/2/2023	9/12/2023	9/12/2023	Red Dot Self Storage #124 - 12497 Three Rivers Road Gulfport, MS 39503: Any dry cleaner chemical permits known to the address	complete-no records 9/12/2023 emailed letter	\$0.00
FD	Shawn Gilthorpe-4	9/2/2023	9/27/2023	9/27/2023	Red Dot Self Storage #124 - 12497 Three Rivers Road Gulfport, MS 39503: Any dry cleaner chemical permits known to the address	complete-no records 9/27/2023 emailed letter	\$0.00
Engineering	Shawn Gilthorpe-5	9/2/2023	9/12/2023	9/12/2023	Red Dot Self Storage #124 - 12497 Three Rivers Road Gulfport, MS 39503: Hazardous material spills/storage disposal records known to address	complete-no records 9/12/2023 emailed letter	\$0.00
FD	Shawn Gilthorpe-5	9/2/2023	9/12/2023	9/12/2023	Red Dot Self Storage #124 - 12497 Three Rivers Road Gulfport, MS 39503: Hazardous material spills/storage disposal records known to address	complete-no records 9/12/2023 emailed letter	\$0.00
FD	Shawn Gilthorpe-6	9/2/2023	9/13/2023	9/13/2023	Red Dot Self Storage #124 - 12497 Three Rivers Road Gulfport, MS 39503: Drum cleaning facility/industrial waste spill discharges known to address history	complete- no records 9/13/2023 emailed letter	\$0.00
Engineering	Shawn Gilthorpe-7	9/2/2023	9/12/2023	9/12/2023	Red Dot Self Storage #124 - 12497 Three Rivers Road Gulfport, MS 39503: Above ground or underground storage tank registration beyond MDEQ (emerge generator) with your office	complete-no records 9/12/2023 emailed letter	\$0.00
FD	Shawn Gilthorpe-7	9/2/2023	9/13/2023	9/13/2023	Red Dot Self Storage #124 - 12497 Three Rivers Road Gulfport, MS 39503: Above ground or underground storage tank registration beyond MDEQ (emerge generator) with your office	complete- no records 9/13/2023 emailed letter	\$0.00
	Shawn Gilthorpe -8	9/2/2023	9/6/2023	9/6/2023	Red Dot Self Storage #124, 12497 Three Rivers Road, Gulfport, MS 39503. Any emergency generator installation/permit on record for the address?	complete-asked question emailed letter 9/6/2023	\$0.00
Engineering	Shawn Gilthorpe -9	9/2/2023	9/12/2023	9/12/2023	Red Dot Self Storage #124, 12497 Three Rivers Road, Gulfport, MS 39503. Any permitting for below surface vaults (septic system- oil water separator) on record for above address	complete-no records 9/12/2023 emailed letter	\$0.00
	Shawn Gilthorpe -10	9/2/2023	9/6/2023	9/6/2023	Red Dot Self Storage #124, 12497 Three Rivers Road, Gulfport, MS 39503. Record of underground storage tanks on the address beyond MDEQ records?	complete-asked question emailed letter 9/6/2023	\$0.00

	Shawn Gilthorpe -11	9/2/2023	9/6/2023	9/6/2023	Red Dot Self Storage #124, 12497 Three Rivers Road, Gulfport, MS 39503. Any industrial settling pond or lagoon permitting record for the address?	complete-asked question emailed letter 9/6/2023	\$0.00
	Shawn Gilthorpe -12	9/2/2023	9/6/2023	9/6/2023	Red Dot Self Storage #124, 12497 Three Rivers Road, Gulfport, MS 39503. Any "open permit" on record for the address?	complete-asked question emailed letter 9/6/2023	\$0.00
	Shawn Gilthorpe -13	9/2/2023	9/6/2023	9/6/2023	Red Dot Self Storage #124, 12497 Three Rivers Road, Gulfport, MS 39503. Any activity and use limitation, such as Brownfields designation on record for the address?	complete-asked question emailed letter 9/6/2023	\$0.00
	Shawn Gilthorpe -14	9/2/2023	9/6/2023	9/6/2023	Red Dot Self Storage #124, 12497 Three Rivers Road, Gulfport, MS 39503. "Any land portion known as a historical land fill on record for the address?"	complete-asked question emailed letter 9/6/2023	\$0.00
Engineering	Shawn Gilthorpe -15	9/2/2023	9/12/2023	9/16/2023	Red Dot Self Storage #124, 12497 Three Rivers Road, Gulfport, MS 39503. Any records on file pertaining to hazardous materials storage/disposal /spill known to the address	complete-no records 9/12/2023 emailed letter	\$0.00
FD	Shawn Gilthorpe -15	9/2/2023	9/13/2023	9/13/2023	Red Dot Self Storage #124, 12497 Three Rivers Road, Gulfport, MS 39503. Any records on file pertaining to hazardous materials storage/disposal /spill known to the address	complete-no records 9/13/2023 emailed letter	\$0.00
	Shawn Gilthorpe -16	9/2/2023	9/6/2023	9/6/2023	Red Dot Self Storage #124, 12497 Three Rivers Road, Gulfport, MS 39503. Any permitting for asbestos, lead based paint, mold remediation/removal for the property address?	complete-asked question emailed letter 9/6/2023	complete-asked question emailed letter 9/6/2023
UD	Mary Treen	9/4/2023	9/7/2023	9/7/2023	Building permit applications issued residential & commercial over \$10k 8/21- 9/1/2023	complete- date range too vague 9/7/2023 emailed letter	\$0.00
	Shirley Godsey	9/4/2023	9/26/2023	9/26/2023	Request copy of all records between CAO & Gordon Thames & Dan Burton of Arbor Sites LLC regarding the property maintenance at 2000 Beach Drive from 1 May 2023 to the present. In this request "records" includes, but is not limited to all records or communications preserved in electronic or written form, such as correspondences, emails, documents, notices or agreements.	complete- DROP BOX LINK	\$35.00
UD	David Mineer	9/4/2023	9/7/2023	9/7/2023	Requesting copies of all issued building permits from 8/1/2023-8/31/2023	complete-DROP BOX LINK	\$4.37
	Chris Arellano	9/5/2023	9/6/2023	9/6/2023	If you can put this in an excel format I would greatly appreciate it. Thanks-Chris	complete- too vague /no information requested 9/6/2023 emailed letter	\$0.00
Court	NICS	9/5/2023	9/7/2023	9/7/2023	Subjects Name: Valentine, Shelby Sherod (Alias DOB 6/3/1977) DOA 8/9/2004 Unknown ; DOA 8/19/2005 Simple Assault, Dist Family, Drunkenness ; DOA 1/9/2008 Simple Assault; Information requested noted on R84	complete	\$0.00
FD	Ken Kipping-1	9/5/2023	9/12/2023	9/12/2023	Red Dot Storage: 12497 Three Rivers Road Gulfport- I am requesting a copy of the most recent fire code inspection for this property	completed-no records 9/12/2023 emailed letter	\$0.00
UD	Ken Kipping-2	9/5/2023	9/8/2023	9/8/2023	Red Dot Storage: 12497 Three Rivers Road Gulfport- I am requesting to see records of current open building code violations or building permits associated with this property. I also am requesting to see any records of open zoning violations for this property. I would also request a copy of the certificate of occupancy that was issued for this property	complete-no records 9/8/2023 emailed letter	\$0.00

Code Enforcement	Ken Kipping-2	9/5/2023	9/7/2023	9/7/2023	Red Dot Storage: 12497 Three Rivers Road Gulfport- I am requesting to see records of current open building code violations or building permits associated with this property. I also am requesting to see any records of open zoning violations for this property. I would also request a copy of the certificate of occupancy that was issued for this property	complete-no records 9/7/2023 emailed letter	\$0.00
Planning & Zoning	Ken Kipping-2	9/5/2023	9/7/2023	9/7/2023	Red Dot Storage: 12497 Three Rivers Road Gulfport- I am requesting to see records of current open building code violations or building permits associated with this property. I also am requesting to see any records of open zoning violations for this property. I would also request a copy of the certificate of occupancy that was issued for this property	complete-no records 9/7/2023 emailed letter	\$0.00
UD	Henry - Accutrend Data	9/5/2023	9/12/2023	9/12/2023	Hello my name is Henry and I work with Accutrend Data and I would like to request a listing of new businesses that filed in your city for the time period of 6/1/2023-8/31/2023. The information should include: business name, business address, contact name, business phone number, and date that the business was filed (all contact info you're able to provide) Are you able to provide that information? If so the cost? I appreciate your help and hope you have a nice day	complete-research time was under 5 minutes no charge	\$0.00
Court	Rodney Reaves Jr	9/5/2023	9/7/2023	9/7/2023	Discharge of firearm - Disposition	complete-pending payment	\$9.00
UD	Lisa Oliver	9/5/2023	9/12/2023	9/12/2023	Certificate of Occupancy - 10480 West Landon Green Circle Gulfport, MS 39503	complete-address not in city limits emailed letter 9/12/2023	\$0.00
	Shirley Godsey	9/5/2023	9/8/2023	9/8/2023	Request copy of all records between CAO & Gordon Thames & Dan Burton of Arbor Sites LLC regard	complete-incomplete 9/8/2023 emailed letter	\$0.00
	Stuart Langer-Marshall/FAIS Inc.	9/6/2023	9/6/2023	9/6/2023	Please see the detailed corresponding email. Thank	complete- request not submitted on records request form 9/6/2023 emailed letter	\$0.00
PD	L. Rylee Area/Huber Thomas LLC	9/6/2023	9/7/2023	9/7/2023	MVA 5/1/23; Case #2023025866/23040125; produce complete police report and all body cam footage	complete- no records not in City of Gulfport 9/7/2023 emailed letter	\$0.00
Court	Ian Gustafson	9/6/2023	9/7/2023	9/7/2023	All non-traffic abstract of Court records for Bridgette Leigh Hancock criminal cases	complete	\$10.00
PD	Bryce Kieren	9/6/2023	9/6/2023	9/6/2023	Report Number: 2022-00097077 - Requesting : Full police investigation with CAD reports, dashcam , body cam , photos, witness statements, and any other materials for this case.	completed	\$0.00
UD	Richard Cunningham	9/6/2023	9/26/2023	9/26/2023	Certificate of Occupancy for 13257 Brayton Blvd Gulfport MS 39503	complete	\$8.75
PD	Orange County Sheriffs Office	9/6/2023	9/7/2023	9/7/2023	Complaint reports, CAD search, Traffic, Juvenile records, Field contact interviews, criminal/arrest records, criminal intelligence files, sealed/expunged records, any other contacts by your agency	complete-incomplete 9/7/2023 emailed letter	\$0.00
Court	Beth Mosier-American Checked	9/6/2023	9/6/2023	9/6/2023	I am requesting the complaint as well as the judgement and sentencing for a DUI case for defendant Neysa Hawkins around the time of 4/1/2023	completed	\$9.25
UD	HOA Board Century Oaks	9/6/2023	9/16/2023	9/16/2023	All permits that relate to 1213A Century Oaks Dr Gulfport, MS 39501 - Parcel # 1010M-03-.010.170	9/16/23- requestor sent email wanting to withdraw the request	\$0.00
UD	AEI Consultants	9/6/2023	9/25/2023	9/25/2023	Red Dot Storage : -12497 Three Rivers Road Gulfport, MS (ID:0808A-01-001.003) 1) Certificate of Occupancy 2) Site Plan approvals/development documents 3. variances/special use permits 4) are the any open/outstanding zoning, building and fire code violations on file?	complete-no records emailed letter	\$0.00

Engineering	AEI Consultants	9/6/2023	9/13/2023	9/13/2023	Red Dot Storage : -12497 Three Rivers Road Gulfport, MS (ID:0808A-01-001.003) 1) Certificate of Occupancy 2) Site Plan approvals/development documents 3. variances/special use permits 4) are the any open/outstanding zoning, building and fire code violations on file?	complete-no records 9/13/2023 emailed letter	\$0.00
Planning & Zoning	AEI Consultants	9/6/2023	9/15- reached out to dept. to check on status		Red Dot Storage : -12497 Three Rivers Road Gulfport, MS (ID:0808A-01-001.003) 1) Certificate of Occupancy 2) Site Plan approvals/development documents 3. variances/special use permits 4) are the any open/outstanding zoning, building and fire code violations on file?		
	AEI Consultants	9/6/2023	9/7/2023	9/7/2023	Red Dot Storage : -12497 Three Rivers Road Gulfport, MS (ID:0808A-01-001.003) 1) Certificate of Occupancy 2) Site Plan approvals/development documents 3. variances/special use permits 4) are the any open/outstanding zoning, building and fire code violations on file?	complete- asked question 9/7/2023 emailed letter	\$0.00
PD	Dena Cox	9/7/2023	9/7/2023	9/7/2023	Please provide police report number for MVA on 9/2/2023 @ Hwy 49 Driver: Shantrel Ross; Vehicle 2018 Toyota Corolla. Address: 18299 Tarabrooke Drive, Gulfport, MS 39503	completed	\$0.00
PD	Dena Cox-2	9/7/2023	9/7/2023	9/7/2023	Please provide police report number for MVA ON 8/20/2022 @ Cowan & Seaway. Driver: Savilla Durant; Vehicle Red Ford Fusion . Client : Kimberly Perkins; Other party: Janice Durant Address: 3902 Ponderosa Drive Gulfport, MS 39501	completed	\$0.00
Planning & Zoning	Vincent Wilkins-1	9/7/2023	9/13/2023	9/13/2023	Property Address/Parcel #: None Express Drive-0909A-01-001.005: Seeking copies of records of any open/unresolved zoning, building or fire code violations, any variances, special permits/exceptions, ordinances or conditions, certificates of occupancy, site plans/conditions of approval that apply. Violation searches need to go back more than 5 years but the others should be up to the record retention limits of the municipality	complete-no records 9/12/2023 emailed letter	\$0.00
FD	Vincent Wilkins-1	9/7/2023	9/12/2023	9/12/2023	Property Address/Parcel #: None Express Drive-0909A-01-001.005: Seeking copies of records of any open/unresolved zoning, building or fire code violations, any variances, special permits/exceptions, ordinances or conditions, certificates of occupancy, site plans/conditions of approval that apply. Violation searches need to go back more than 5 years but the others should be up to the record retention limits of the municipality	complete-no records 9/12/2023 emailed letter	\$0.00
UD	Vincent Wilkins-1	9/7/2023	9/25/2023	9/25/2023	Property Address/Parcel #: None Express Drive-0909A-01-001.005: Seeking copies of records of any open/unresolved zoning, building or fire code violations, any variances, special permits/exceptions, ordinances or conditions, certificates of occupancy, site plans/conditions of approval that apply. Violation searches need to go back more than 5 years but the others should be up to the record retention limits of the municipality	completed-no records 9/25/2023 emailed letter	\$0.00
Engineering	Vincent Wilkins-1	9/7/2023	9/15/2023	9/15/2023	Property Address/Parcel #: None Express Drive-0909A-01-001.005: Seeking copies of records of any open/unresolved zoning, building or fire code violations, any variances, special permits/exceptions, ordinances or conditions, certificates of occupancy, site plans/conditions of approval that apply. Violation searches need to go back more than 5 years but the others should be up to the record retention limits of the municipality	complete-pending payment	\$8.75

Planning & Zoning	Vincent Wilkins-2	9/7/2023	9/13/2023	9/13/2023	Property Address/Parcel #: None Express Drive-0909A-01-001.006: Seeking copies of records of any open/unresolved zoning, building or fire code violations, any variances, special permits/exceptions, ordinances or conditions, certificates of occupancy, site plans/conditions of approval that apply. Violation searches need to go back more than 5 years but the others should be up to the record retention limits of the municipality	complete-no records 9/13/2023 emailed letter	\$0.00
FD	Vincent Wilkins-2	9/7/2023	9/12/2023	9/12/2023	Property Address/Parcel #: None Express Drive-0909A-01-001.006: Seeking copies of records of any open/unresolved zoning, building or fire code violations, any variances, special permits/exceptions, ordinances or conditions, certificates of occupancy, site plans/conditions of approval that apply. Violation searches need to go back more than 5 years but the others should be up to the record retention limits of the municipality	complete	\$4.37
UD	Vincent Wilkins-2	9/7/2023	9/25/2023	9/25/2023	Property Address/Parcel #: None Express Drive-0909A-01-001.006: Seeking copies of records of any open/unresolved zoning, building or fire code violations, any variances, special permits/exceptions, ordinances or conditions, certificates of occupancy, site plans/conditions of approval that apply. Violation searches need to go back more than 5 years but the others should be up to the record retention limits of the municipality	completed-no records 9/25/2023 emailed letter	\$0.00
Engineering	Vincent Wilkins-2	9/7/2023	9/15/2023	9/15/2023	Property Address/Parcel #: None Express Drive-0909A-01-001.006: Seeking copies of records of any open/unresolved zoning, building or fire code violations, any variances, special permits/exceptions, ordinances or conditions, certificates of occupancy, site plans/conditions of approval that apply. Violation searches need to go back more than 5 years but the others should be up to the record retention limits of the municipality	complete-no records 9/15/2023 emailed letter	\$0.00
Planning & Zoning	Vincent Wilkins-3	9/7/2023	9/12/2023	9/12/2023	Property Address/Parcel #: None Express Drive-0909A-01-001.007: Seeking copies of records of any open/unresolved zoning, building or fire code violations, any variances, special permits/exceptions, ordinances or conditions, certificates of occupancy, site plans/conditions of approval that apply. Violation searches need to go back more than 5 years but the others should be up to the record retention limits of the municipality	complete-no records 9/13/2023 emailed letter	\$0.00
FD	Vincent Wilkins-3	9/7/2023	9/12/2023	9/12/2023	Property Address/Parcel #: None Express Drive-0909A-01-001.007: Seeking copies of records of any open/unresolved zoning, building or fire code violations, any variances, special permits/exceptions, ordinances or conditions, certificates of occupancy, site plans/conditions of approval that apply. Violation searches need to go back more than 5 years but the others should be up to the record retention limits of the municipality	completed-no records 9/12/2023 emailed letter	\$0.00
UD	Vincent Wilkins-3	9/7/2023	9/25/2023	9/25/2023	Property Address/Parcel #: None Express Drive-0909A-01-001.007: Seeking copies of records of any open/unresolved zoning, building or fire code violations, any variances, special permits/exceptions, ordinances or conditions, certificates of occupancy, site plans/conditions of approval that apply. Violation searches need to go back more than 5 years but the others should be up to the record retention limits of the municipality	completed-no records 9/25/2023 emailed letter	\$0.00

Engineering	Vincent Wilkins-3	9/7/2023	9/15/2023	9/15/2023	Property Address/Parcel #: None Express Drive-0909A-01-001,007: Seeking copies of records of any open/unresolved zoning, building or fire code violations, any variances, special permits/exceptions, ordinances or conditions, certificates of occupancy, site plans/conditions of approval that apply. Violation searches need to go back more than 5 years but the others should be up to the record retention limits of the municipality	completed-no records 9/15/2023 emailed letter	\$0.00
	NICS	9/7/2023	9/7/2023	9/7/2023		complete- records request form was blank 9/7/2023 emailed letter	\$0.00
Court	Investigator Tyler Hailey-Harrison County Sheriff Office	9/8/2023	9/8/2023	9/8/2023	Harrison County is investigating a felony DUI and requesting certified abstracts of court records for any DUI convictions with attorney waivers for: Marvin Dewayne/Dywayne Tolbert	completed	\$0.00
PD	Investigator Tyler Hailey-Harrison County Sheriff Office	9/8/2023	9/8/2023	9/8/2023	Harrison County is investigating a felony DUI and requesting certified abstracts of court records for any DUI convictions with attorney waivers for: Marvin Dewayne/Dywayne Tolbert	complete-no records 9/8/2023 emailed letter	\$0.00
UD	Nathan Houston	9/8/2023	9/25/2023	9/25/2023	List of new businesses with phone numbers for month of August 2023	complete-no charge took under 5 minutes	\$0.00
Court	Allison Richardson	9/8/2023	9/8/2023	9/8/2023	Domestic Violence	complete-too vague 9/8/2023 emailed letter	\$0.00
Court	Allison Richardson-2	9/8/2023	9/8/2023	9/8/2023	Domestic Violence 2021-2022	completed	\$0.00
	Jeremi Raboteau	wrong month	9/8/2023	9/8/2023	Occupancy certificate	complete-wrong month and too vague 9/8/2023 emailed letter	\$0.00
UD	Jeremi Raboteau	9/8/2023	9/25/2023	9/25/2023	Occupancy certificate-10230 Willow Leaf Drive Gulfport, MS 39503. Needed for house insurance currently under contract	complete-address not in city limits emailed letter 9/25/2023	\$0.00
Court	Victor Houston	9/8/2023	9/8/2023	9/8/2023	Dominique Dashawn Grace: Complaint - Failure to Appear/Possession of Marijuana Disposition	complete- can't complete request due to deferred sentencing 9/8/2023 emailed letter	\$0.00
UD	Jesus Valdelamar	9/8/2023	9/8/2023	9/8/2023	Electronic copies of any applications, site plan, and documents relating to the installation of new wireless communication tower between July 25-September 9, 2023. Please exclude all small cell sites as we are only concerned with macro tower sites.	complete- date range too vague 9/8/2023 emailed letter	\$0.00
Court	Oliver Landry	9/8/2023	9/8/2023	9/8/2023	DUI records for a job. I need records that my DUI was taken care of for a new job	completed	\$9.00
UD	Mary Treen	9/8/2023	9/27/2023	9/27/2023	Building permit applications issued residential & commercial over \$10k 8/21/23- 9/1/23	complete- DROP BOX LINK	\$17.50
	Michael Holleman	9/8/2023	9/8/2023	9/8/2000	See attachment A	completed- multiple subjects 9/8/23 emailed letter	\$0.00
PD	Jonna Pollard	9/11/2023	9/11/2023	9/11/2023	Video of the attach: 2023-00082114	completed	\$0.00
PD	T. Michael Reed	9/11/2023	9/11/2023	9/11/2023	Accident report for an accident which occurred on 10/20/2021 at the intersection of Seaway Road and Lorraine Road involving our client Laura Hanson	complete	\$0.00
	Oil of Gladness Ice Cream & Snow Cones	9/11/2023	9/12/2023	9/12/2023	Surety Code Bond	complete-too vague 9/12/23 Mailed letter	\$0.00
	Oil of Gladness Produce & Contracting	9/11/2023	9/12/2023	9/12/2023	Surety Bond	complete-too vague 9/12/23 Mailed letter	\$0.00
Code Enforcement	Ladell Holmes	9/11/2023	9/12/2023	9/12/2023	Requesting a report from code enforcement department. They were called out on August 17, 2022 to property 3821 Gnages St for complaint of next door neighbor storing junk on our property without permission.	complete-no records 9/12/2023 emailed letter	\$0.00
Court	Byron Wilbert -1	9/11/2023	9/12/2023	9/12/2023	James Davis Jr- Date 5/16/2009- Speeding	completed- no records 9/12/2023 emailed letter	\$0.00
Court	Byron Wilbert-2	9/11/2023	9/12/2023	9/12/2023	Deborah Gillis- Date 8/27/2017- Speeding, No Proof of Insurance	completed- no records 9/12/2023 emailed letter	\$0.00
Court	Byron Wilbert-3	9/11/2023	9/12/2023	9/12/2023	Justin O'Neal-Date 8/27/2017- Speeding, No Proof of Insurance	completed	\$0.00
Court	Byron Wilbert-4	9/11/2023	9/12/2023	9/12/2023	Zacherie Richard- Date 10/22/2009 through 5/15/2023	completed	\$0.00
Court	Byron Wilbert-5	9/11/2023	9/12/2023	9/12/2023	Wanda Farmer-Bey- Date 8/29/2004 through 4/16/2014 (misdeanor charges)	complete- no signature 9/12/2023 emailed letter	\$0.00

Court	Byron Wilbert-6	9/11/2023	9/12/2023	9/12/2023	Darrin Jordan Sr- Date 8/12/2010 Charge 1- Expired Tag Charge 2- Improper Equipment Charge 3- Insurance Card	complete- no signature 9/12/2023 emailed letter	\$0.00
	Ronald Brown-1	9/11/2023	9/19/2023	9/19/2023	Copies of all applications, correspondence, notes, emails, text messages, memorandum and any other document, item and/or thing related to zoning text amendment case 2302PC016	complete-needs clarification emailed letter 9/19/2023	\$0.00
	Ronald Brown-2	9/11/2023	9/19/2023	9/19/2023	Copies of all applications, correspondence, notes, emails, text messages, memorandum and any other documents, item and/or thing related to zoning text amendment case 2209PC17	complete-needs clarification emailed letter 9/19/2023	\$0.00
Council	Ronald Brown-3	9/11/2023	9/28/2023	9/28/2023	Copies of all transcripts relating to each hearing and/or meeting held by the City of Gulfport, including but not limited to before the Planning Commission and City Council regarding zoning text amendment case 2302PC016	complete-pending payment- DROP BOX LINK	\$18.03
	Ronald Brown-4	9/11/2023	9/19/2023	9/19/2023	Copies of all decisions and records of votes made by the City of Gulfport to before the Planning Commission and City Council regarding zoning text amendment case 2302PC016	complete- not comprehensible emailed letter 9/19/2023	\$0.00
	Ronald Brown-5	9/11/2023	9/19/2023	9/19/2023	All ordinances proposed or adopted, which govern a "medical cannabis dispensary" in the City of Gulfport, including the date each such ordinance was enacted	complete- not required to provide 9/19/2023 emailed letter	\$0.00
Council	Ronald Brown-6	9/11/2023	9/28/2023	9/28/2023	A copy of the proposed City of Gulfport Ordinance 3130, the actual ordinance as adopted, and all amendments to the same from 2021 to present	complete-pending payment- DROP BOX LINK	\$18.03
GIS	Ronald Brown -7	9/11/2023	9/26/2023	9/26/2023	A map depicting , outlining or delineating all properties in the City of Gulfport currently affected by the T4+ transect zone limitation imposed by City of Gulfport Ordinance 3130	complete-pending payment	\$8.75
GIS	Ronald Brown -8	9/11/2023	9/26/2023	9/26/2023	All maps generated by and/or for the City of Gulfport including for this planning department which reflect properties zoned for a "medical cannabis dispensary" within the City of Gulfport	complete-pending payment	\$8.75
	Ronald Brown -9	9/11/2023	9/19/2023	9/19/2023	A list of all businesses and properties currently licensed in the City of Gulfport as medical Cannabis dispensary	completed- too vague 9/19/19/2023 emailed letter	\$0.00
GIS	Ronald Brown-10	9/11/2023	9/26/2023	9/26/2023	A copy of each map generated by Planning Commission and or City Council or City Staff for use in either Planning Commission or City Council meetings when considering zoning text amendment case 2302PC016	complete-no records 9/26/2023 emailed letter	\$0.00
GIS	Ronald Brown -11	9/11/2023	9/26/2023	9/26/2023	A transcript of the Gulfport Cannabis Zoning workshop held on Thursday, February 23, 2023 from 3-4:30om (CST)	complete-no records 9/26/2023 emailed letter	\$0.00
GIS	Ronald Brown-12	9/11/2023	9/26/2023	9/26/2023	A copy of maps or other materials displayed or discussed publicly at the Gulfport Cannabis Zoning Workshop held on Thursday, February 23, 2023 from 3pm-4:30pm (CST)	complete-no records 9/26/2023 emailed letter	\$0.00
GIS	Ronald Brown-13	9/11/2023	9/26/2023	9/26/2023	A copy of any other materials used or generated in preparation for the Gulfport Cannabis Zoning workshop held on Thursday, February 23, 2023 from 3pm-4:30pm (CST) including but not limited to analyses, emails, notes, talking points, instructions, etc.	complete-no records 9/26/2023 emailed letter	\$0.00
Mayor	Ronald Brown-14	9/11/2023			A transcript of any public remarks made on the subject of medical cannabis by the Mayor of Gulfport or zoning text amendment case 2302PC016 in particular	9/26- sent email to legal	
Mayor	Ronald Brown-15	9/11/2023			A copy of emails sent by the Mayor of Gulfport regarding zoning text amendment case 2302PC016 for medical cannabis permitting and/or licensure withing Gulfport city limits	9/26- sent email to legal	

CAO	Ronald Brown-16	9/11/2023			A copy of any other materials used or generated in preparation for any Planning Commission or City Council meeting or hearing on the subject of zoning text amendment case 2302PC016 including, but not limited to analyses, emails, notes, talking points, instructions, etc.	9/26- sent email to legal	
Court	Janet Vital	9/12/2023	9/13/2023	9/13/2023	Elauna Angel Saravia- Background Investigation. Any and criminal actions including police reports and full court disposition for this individual being considered for a national security position	completed	\$0.00
Court	Janet Vital-2	9/12/2023	9/13/2023	9/13/2023	Eli Ryan Hodges- Background Investigation. Any and criminal actions including police reports and full court disposition for this individual being considered for a national security position	complete-no records 9/13/2023 emailed letter	\$0.00
Court	Elizabeth McLamb	9/12/2023	9/13/2023	9/13/2023	I need to get a copy of my arrest report and court documents for personal documentation	completed-pending payment	\$12.50
PD	Elizabeth McLamb	9/12/2023	9/12/2023	9/12/2023	I need to get a copy of my arrest report and court documents for personal documentation	completed- pending payment	\$0.00
PD	Nicole Necaie	9/12/2023	10/5- Shauna emailed to Joey		Any and all records and reports pertaining to the fire that occurred on January 25, 2023 at the William Bell Apartments as well as the Gulfport Police Department case number 2023-00004709	waiting on police report from PD per Shauna on 9/19	
FD	Nicole Necaie	9/12/2023	9/14/2023	9/14/2023	Any and all records and reports pertaining to the fire that occurred on January 25, 2023 at the William Bell Apartments as well as the Gulfport Police Department case number 2023-00004709	complete	\$4.37
	Mariano Barvie	9/13/2023	9/12/2023	9/12/2023	Case No 2023-00079232- Report No: 2023050245 I hereby request any 911 calls and body camera footage regarding motor vehicle collision of 8/31/23 involving Robin Gilbert, Roberto Acosta and Kyla n. Hutson	completed-multiple subjects on one form 9/12/23 emailed letter	\$0.00
	Analysisia Hampton	wrong year	9/13/2023	9/13/2023	I am working on an insurance report seeking any available municipal court records that may be on file for Ellen Greene (DOB: 6/5/1959) Potential aliases include "Ellen Crosby" and "Ellen Chauvin". Any information you may provide is greatly appreciated	complete-wrong year emailed letter 9/13/23	\$0.00
UD	Charles Brimmer-1	9/13/2023	9/14/2023	9/14/2023	Please provide any and all documentation for permits 200609133 roofing for address 10021 Lorraine Rd Gulfport, MS 39503	complete	\$8.75
UD	Charles Brimmer-2	9/13/2023	9/14/2023	9/14/2023	Please provide any and all documentation for permits 201302889 roofing for address 10021 Lorraine Rd Gulfport, MS 39503	complete	\$4.37
UD	Charles Brimmer-3	9/13/2023	9/14/2023	9/14/2023	Please provide any and all documentation for permits 201303016 roofing for address 10021 Lorraine Rd Gulfport, MS 39503	completed- no charge	\$0.00
UD	Charles Brimmer-4	9/13/2023	9/25/2023	9/1/2023	Please provide any and all documentation for permits 201602133 roofing for address 10021 Lorraine Rd Gulfport, MS 39503	complete-pending payment	\$4.37
PD	Analysisia Hampton	9/13/2023	9/18/2023	9/18/2023	I am working on an insurance report and would like to request any arrest records, traffic citations, calls for service or other records of contact that may be on file for Ellen Greene. Potential aliases include "Ellen Crosby" and "Ellen Chauvin".	complete-no records found emailed letter 9/18/23	\$0.00
Court	Analysisia Hampton	9/13/2023	9/13/2023	9/13/2023	I am working on an insurance report seeking any available municipal court records that may be on file for Ellen Greene (DOB: 6/5/1959) Potential aliases include "Ellen Crosby" and "Ellen Chauvin". Any information you may provide is greatly appreciated	complete-no records found emailed letter 9/13/23	\$0.00

	Stuart Langer-Marshall/FAIS Inc.	No date	9/13/2023	9/13/2023	Lovett Sr., "Fabo" Abdul D.O.B. 12/5/1999-11200 Three Rivers Rd., Apt 22C, Gulfport, MS 39503-3628. Please search CAD from 2013-present. Any contacts with Mr. Lovett Sr.,".	complete- no date on form 9/13/2023 emailed letter	\$0.00
Court	Byron Wilbert-1	9/13/2023	9/13/2023	9/13/2023	Darrin Jordan Sr- Date 8/12/2010 Charge 1- Expired Tag Charge 2- Improper Equipment Charge 3- Insurance Card	completed	\$0.00
Court	Byron Wilbert-2	9/13/2023	9/13/2023	9/13/2023	Wanda Farmer-Bey- Date 8/29/2004 through 4/16/2014 (misfeasor charges)	complete-no records found emailed letter 9/13/23	\$0.00
	Mariano Barvie-1	9/13/2023	9/13/2023	9/13/2023	Case No.: 2023-00079323; Report No: 2023050245. I hereby request any 911 calls regarding motor vehicle collision of 8/31/23 involving Robin Gilbert, Roberto Acosta and Kyla N Huston	complete-multiple subjects 9/13/23 emailed letter	\$0.00
	Mariano Barvie-2	9/13/2023	9/13/2023	9/13/2023	Case No.: 2023-00079323; Report No: 2023050245. I hereby request the body camera footage regarding motor vehicle collision of 8/31/23 involving Robin Gilbert, Roberto Acosta and Kyla N Huston	complete-multiple subjects 9/13/23 emailed letter	\$0.00
UD	Tracey & Michael McGehee	9/13/2023	9/25/2023	9/25/2023	Certificate of Occupancy- 12048 Pare Merlot Gulfport, MS 39503	complete	\$4.37
RA	Shelly Kay	9/13/2023	9/13/2023	9/13/2023	Building permit for last roof	completed-too vague emailed letter 9/13/2023	\$0.00
UD	Shelly Kay	9/13/2023	9/25/2023	9/25/2023	Building permit for last roof AT 400 Champlin Street Gulfport, MS 39507	completed	\$4.37
Court	Special Agent Geovarrie Lopez	9/13/2023	9/14/2023	9/14/2023	In a case regarding malicious mischief, disposition for Makeisha Rochelle Watson	completed	\$0.00
PD	Mariano Barvie-1	9/13/2023	10/5/2023	10/5/2023	Case NO: 2023-00079323; Report No. 2023050245- I hereby request any 911 calls and body camera footage regarding motor vehicle collision of 8/31/23 involving Robin Gilbert	completed	\$0.00
PD	Mariano Barvie-2	9/13/2023	10/5/2023	10/5/2023	Case NO: 2023-00079323; Report No. 2023050245- I hereby request any 911 calls and body camera footage regarding motor vehicle collision of 8/31/23 involving Roberto Acosta	completed	\$0.00
PD	Mariano Barvie-3	9/13/2023	10/5/2023	10/5/2023	Case NO: 2023-00079323; Report No. 2023050245- I hereby request any 911 calls and body camera footage regarding motor vehicle collision of 8/31/23 involving Kyla N. Hutson	completed	\$0.00
Court	Byron Wilbert	9/14/2023	9/14/2023	9/14/2023	Amy Wheeler- Date 9/22/2011 to 6/21/2014	complete-too vague, names don't match 9/14/2023 emailed letter	\$0.00
Court	Susan Culpepper	9/14/2023	9/19/2023	9/19/2023	Michael Floyd- DOB 6/26/1985- DUI charges/reports/convictions	complete-pending payment	\$9.75
Planning &Zoning	AEI Consultants	9/14/2023	9/15/2023	9/15/2023	Red Dot Storage- 12497 Three Rivers Road Gulfport, MS (ID: 0808A-01-.001.003) 1) Please provide information on any open /outstanding zoning , building and fire code violations on file 2) Please confirm the absence of any certificate of occupancy within the City of Gulfport is not a violation nor will give rise to any enforcement action affecting the property	complete-no records 9/15/23 emailed letter	\$0.00
UD	AEI Consultants	9/14/2023	9/25/2023	9/25/2023	Red Dot Storage- 12497 Three Rivers Road Gulfport, MS (ID: 0808A-01-.001.003) 1) Please provide information on any open /outstanding zoning, building and fire code violations on file 2) Please confirm the absence of any certificate of occupancy within the City of Gulfport is not a violation nor will give rise to any enforcement action affecting the property	complete-no records 9/25/23 emailed letter	\$0.00
FD	AEI Consultants	9/14/2023	9/18/2023	9/18/2023	Red Dot Storage- 12497 Three Rivers Road Gulfport, MS (ID: 0808A-01-.001.003) 1) Please provide information on any open /outstanding zoning, building and fire code violations on file 2) Please confirm the absence of any certificate of occupancy within the City of Gulfport is not a violation nor will give rise to any enforcement action affecting the property	complete-no records 9/18/2023 emailed letter	\$0.00

UD	David Dale	9/14/2023	9/26/2023	9/26/2023	I am looking for the building plans/permit/architect and engineer for original build /contractor information for 1225 Pass Road Gulfport, MS which was formerly SAVE A LOT grocery	complete-pending payment	\$4.37
Engineering	David Dale	9/14/2023	9/29/2023	9/29/2023	I am looking for the building plans/permit/architect and engineer for original build /contractor information for 1225 Pass Road Gulfport, MS which was formerly SAVE A LOT grocery	complete- no records 9/29/2023 emailed letter	\$0.00
UD	EJ Roberts State Farm -1	9/14/2023	9/26/2023	9/26/2023	Certificate of Occupancy - 14997 Waterside Place Gulfport, MS 39503	complete-address not in city limits 9/26/23 emailed letter	\$0.00
UD	EJ Roberts State Farm -2	9/14/2023	9/26/2023	9/26/2023	Certificate of Occupancy - 907 Mary Ruth Drive Gulfport, MS 39503	complete-no charge took under 5 minutes	\$0.00
Court	Agustin Zavala	9/14/2023	9/15/2023	9/15/2023	I am requesting all criminal prison and court records for my mothers visa application Angelica Arrendo	complete- no records 9/15/2023 emailed letter	\$0.00
PD	Agustin Zavala	9/14/2023	9/18/2023	9/18/2023	I am requesting all criminal prison and court records for my mothers visa application Angelica Arrendo	complete- no records 9/18/2023 emailed letter	\$0.00
Water & Billing	Akashi Baddi	9/15/2023	9/19/2023	9/19/2023	File Number: 1021815/Address: 105 New Haven Court Orange Grove, MS 39503- City of Gulfport 1) Open code violations 2) Permits that need to be closed out 3) Unpaid special assessments , fines, fees or tickets not the property taxes 4) if any lien exists, please provide a payoff date of 9/30/2023 5) Current water, sewer, trash statement/balance and due date good through 9/30/2023, if you can provide a payment history (3-6 months) that would be greatly appreciated	complete-pending payment	\$4.37
UD	Akashi Baddi	9/15/2023	9/26/2023	9/26/2023	File Number: 1021815/Address: 105 New Haven Court Orange Grove, MS 39503- City of Gulfport 1) Open code violations 2) Permits that need to be closed out 3) Unpaid special assessments , fines, fees or tickets not the property taxes 4) if any lien exists, please provide a payoff date of 9/30/2023 5) Current water, sewer, trash statement/balance and due date good through 9/30/2023, if you can provide a payment history (3-6 months) that would be greatly appreciated	complete-no records 9/26/2023 emailed letter	\$0.00
UD	Allison Marsh	9/15/2023	9/26/2023	9/26/2023	CO or letter stating year built codes - Property Address- 12060 Turnberry Cv Gulfport, MS	completed	\$8.75
	Ira Gaddy	9/15/2023	9/18/2023	9/18/2023	Certificate of Occupancy	completed-too vague emailed letter 9/18/2023	\$0.00
	NICS-1	9/15/2023	9/18/2023	9/18/2023		Complete-blank request-emailed letter 9/18/2023	\$0.00
	NICS-2	9/15/2023	9/18/2023	9/18/2023		Complete-blank request-emailed letter 9/18/2023	\$0.00
PD	Shannon Lewis	9/17/2023	9/26/2023	9/26/2023	James McDowell, murder of Deverick Johnson	completed-too vague 9/26/23 emailed letter	\$0.00
UD	Ira Gaddy	9/17/2023	1/3/1900	9/26/2023	Certificate of Occupancy for 8769 Sundown Lane Gulfport, MS 39503	completed-no cost research under 5 minutes	\$0.00
PD	Stephanie Beaver -1	9/18/2023	9/27/2023	9/27/2023	Any all recordings of any and all calls placed (calls, 911 calls for service, etc.)) any and all CAD detail reports, any and all CAD system messages, any and all media, call logs, reports, reports of findings, reports of investigation, follow up reports, 911 reports, complaint(s) made by and/or against, arrests, affidavits, statements, narratives, warrants; convictions, and any written report, record or documentation of any nature or type whatsoever, and any and all photographs taken regarding and/or involving Michael Scott Moran (date of birth 2/6/1995; SSN xxx-xx-xxxx) from January 1, 2021 to the present	complete-pending payment	\$0.00

Court	Stephanie Beaver 1	9/18/2023	9/19/2023	9/19/2023	Any all recordings of any and all calls placed (calls, 911 calls for service, etc.)) any and all CAD detail reports, any and all CAD system messages, any and all media, call logs, reports, reports of findings, reports of investigation, follow up reports, 911 reports, complaint(s) made by and/or against, arrests, affidavits, statements, narratives, warrants; convictions, and any written report, record or documentation of any nature or type whatsoever, and any and all photographs taken regarding and/or involving Michael Scott Moran (date of birth 2/6/1995; SSN xxx-xx-xxxx) from January 1, 2021 to the present	complete-no records 9/19/2023 emailed letter	\$0.00
FD	Stephanie Beaver -1	9/18/2023	9/29/2023	9/29/2023	Any all recordings of any and all calls placed (calls, 911 calls for service, etc.)) any and all CAD detail reports, any and all CAD system messages, any and all media, call logs, reports, reports of findings, reports of investigation, follow up reports, 911 reports, complaint(s) made by and/or against, arrests, affidavits, statements, narratives, warrants; convictions, and any written report, record or documentation of any nature or type whatsoever, and any and all photographs taken regarding and/or involving Michael Scott Moran (date of birth 2/6/1995; SSN xxx-xx-xxxx) from January 1, 2021 to the present	complete- FD will need address in order to complete request 9/29/2023 emailed letter	\$0.00
PD	Stephanie Beaver -2	9/18/2023	9/27/2023	9/27/2023	Copies of any and all patrol vehicle(s) video and/or audio taken regarding and/or in any way concerning and/or related to: (a) Michael Scott Moran (date of birth 2/6/1995 SSN xxx-xx-xxxx) and/or (b) 11200 Three Rivers Road/11200 Three Rivers Road, Apt 12E Gulfport, MS	complete-no records found 9/27/2023 emailed letter	\$0.00
PD	Stephanie Beaver-3	9/18/2023	9/27/2023	9/27/2023	Copies of any all officer(s)/deputy(ies) body camera (i.e. cameras on their person) video and/or audio taken by any and all officer(s)/deputy(ies) regarding and/or in any way concerning and/or related to: (a) Michael Scott Moran (date of birth 2/6/1995 SSN xxx-xx-xxxx) and/or (b) 11200 Three Rivers Road/11200 Three Rivers Road, Apt 12E Gulfport, MS	complete-no records found 9/27/2023 emailed letter	\$0.00
PD	Stephanie Beaver-4	9/18/2023	10/5/2023	10/5/2023	Any all recordings of any and all calls placed (calls, 911 calls for service, etc.)) any and all CAD detail reports, any and all CAD system messages, any and all media, call logs, reports, reports of findings, reports of investigation, follow up reports, 911 reports, complaint(s) made by and/or against, arrests, affidavits, statements, narratives, warrants; convictions, and any written report, record or documentation of any nature or type whatsoever, and any and all photographs taken regarding and/or involving Autumn Nelson Ruddy (date of birth 10/24/1997; SSN xxx-xx-xxxx) from January 1, 2021 to the present	complete-pending payment	\$0.00

Court	Stephanie Beaver-4	9/18/2023	9/19/2023	9/19/2023	Any all recordings of any and all calls placed (calls, 911 calls for service, etc.)) any and all CAD detail reports, any and all CAD system messages, any and all media, call logs, reports, reports of findings, reports of investigation, follow up reports, 911 reports, complaint(s) made by and/or against, arrests, affidavits, statements, narratives, warrants; convictions, and any written report, record or documentation of any nature or type whatsoever, and any and all photographs taken regarding and/or involving Autumn Nelson Ruddy (date of birth 10/24/1997; SSN xxx-xx-xxxx) from January 1, 2021 to the present	complete-no records 9/19/2023 emailed letter	\$0.00
FD	Stephanie Beaver-4	9/18/2023	9/27/2023	9/27/2023	Any all recordings of any and all calls placed (calls, 911 calls for service, etc.)) any and all CAD detail reports, any and all CAD system messages, any and all media, call logs, reports, reports of findings, reports of investigation, follow up reports, 911 reports, complaint(s) made by and/or against, arrests, affidavits, statements, narratives, warrants; convictions, and any written report, record or documentation of any nature or type whatsoever, and any and all photographs taken regarding and/or involving Autumn Nelson Ruddy (date of birth 10/24/1997; SSN xxx-xx-xxxx) from January 1, 2021 to the present	complete-pending payment	\$0.00
PD	Stephanie Beaver-5	9/18/2023	9/27/2023	9/27/2023	Copies of any all officer(s)/deputy(ies) body camera (i.e. cameras on their person) video and/or audio taken by any and all officer(s)/deputy(ies) regarding and/or in any way concerning and/or related to: (a) Autumn Nelson Rudy (date of birth 10/24/1997 SSN xxx-xx-xxxx) and/or (b) 11200 Three Rivers Road/11200 Three Rivers Road, Apt 12E Gulfport, MS from January 1, 2021 to the present	complete-no records 9/27/2023 emailed letter	\$0.00
PD	Stephanie Beaver-6	9/18/2023	9/27/2023	9/27/2023	Copies of any and all patrol vehicle(s) video and/or audio taken regarding and/or in any way concerning and/or related to: (a) Autumn Nelson Ruddy (date of birth 10/24/1997 SSN xxx-xx-xxxx) and/or (b) 11200 Three Rivers Road/11200 Three Rivers Road, Apt 12E Gulfport, MS	complete-no records 9/27/2023 emailed letter	\$0.00
FD	Stephanie Beaver-7	9/18/2023	9/25/2023	9/25/2023	Any all recordings of any and all calls placed (calls, 911 calls for service, etc.)) any and all CAD detail reports, any and all CAD system messages, any and all media, call logs, reports, reports of findings, reports of investigation, follow up reports, 911 reports, complaint(s) made by and/or against, arrests, affidavits, statements, narratives, warrants; convictions, and any written report, record or documentation of any nature or type whatsoever, and any and all photographs taken regarding and/or involving calls received from and/or made to the following number (228) 234-xx93	completed-they would need an actual address vs telephone in order to search for records 9/25/23 emailed letter	\$0.00

Court	Stephanie Beaver-7	9/18/2023	9/19/2023	9/19/2023	Any all recordings of any and all calls placed (calls, 911 calls for service, etc.)) any and all CAD detail reports, any and all CAD system messages, any and all media, call logs, reports, reports of findings, reports of investigation, follow up reports, 911 reports, complaint(s) made by and/or against, arrests, affidavits, statements, narratives, warrants; convictions, and any written report, record or documentation of any nature or type whatsoever, and any and all photographs taken regarding and/or involving calls received from and/or made to the following number (228) 234-xx93	complete-no records 9/19/2023 emailed letter	\$0.00
PD	Stephanie Beaver-7	9/18/2023	9/27/2023	9/27/2023	Any all recordings of any and all calls placed (calls, 911 calls for service, etc.)) any and all CAD detail reports, any and all CAD system messages, any and all media, call logs, reports, reports of findings, reports of investigation, follow up reports, 911 reports, complaint(s) made by and/or against, arrests, affidavits, statements, narratives, warrants; convictions, and any written report, record or documentation of any nature or type whatsoever, and any and all photographs taken regarding and/or involving calls received from and/or made to the following number (228) 234-xx93	complete-no records 9/27/2023 emailed letter	\$0.00
HR	Stephanie Beaver-8	9/18/2023			The complete personnel/IA file for Michael Scott Moran (Date of Birth : 2/6/1995; SSN xxx-xx-xxxx)	9/18 & 10/2 - reached out to legal	
	Samantha Taylor-1	9/18/2023	9/18/2023	9/18/2023	City of Gulfport Fire Department records of any code violations at 111 Courthouse road or 10 East Beach Blvd. Any records of non-medical responses to the property within the last year	complete- multiple subjects on one form 9/18/2023 emailed letter	\$0.00
	Samantha Taylor-2	9/18/2023	9/18/2023	9/18/2023	City of Gulfport Building and Planning Department records of any code violations at 111 Courthouse Road or 10 East Beach Blvd	complete- multiple subjects on one form 9/18/2023 emailed letter	\$0.00
Code Enforcement	Charlton Wescovich	9/18/2023	9/26/2023	9/26/2023	All homes with open code violation August 15, 2023 to present	complete	\$8.75
Court	Janet Vital	9/18/2023	9/18/2023	9/18/2023	Marc Stephane Nick Estave/Background Investigation - any all criminal actions including police reports and full court dispositions for this individual being considered for a national security position	completed	\$0.00
Planning &Zoning	Samantha Taylor-1	9/19/2023	9/25/2023	9/25/2023	City of Gulfport Planning Department records of any code violations at 111 Courthouse Rd	completed-no records 9/25/2023 emailed letter	\$0.00
Code Enforcement	Samantha Taylor-1	9/19/2023	9/26/2023	9/26/2023	City of Gulfport Planning Department records of any code violations at 111 Courthouse Rd	complete-no records 9/26/2023 emailed letter	\$0.00
FD	Samantha Taylor-2	9/19/2023	9/25/2023	9/25/2023	City of Gulfport Fire Department records of any code violations at 111 Courthouse Rd	complete-no records 9/25/2023 emailed letter	\$0.00
UD	Samantha Taylor-3	9/19/2023	9/26/2023	9/26/2023	City of Gulfport Building Department records of any code violations at 111 Courthouse Rd.	complete-no records 9/26/2023 emailed letter	\$0.00
Planning &Zoning	Philip Chapman/Hagwood & Tipton, PC	9/19/2023	10/3/2023	10/3/2023	Map or other records showing location of all licensed cannabis dispensaries in Gulfport so it may be determined if dispensary applicant located at 9471 Three Rivers Road S1c C-2 would be within 1000 foot redistricted distance from any other dispensary	complete-no records 10/3/2023 emailed letter	\$0.00
GIS	Philip Chapman/Hagwood & Tipton, PC	9/19/2023	10/5/2023	10/5/2023	Map or other records showing location of all licensed cannabis dispensaries in Gulfport so it may be determined if dispensary applicant located at 9471 Three Rivers Road S1c C-2 would be within 1000 foot redistricted distance from any other dispensary	complete-no records 10/5/2023 emailed letter	\$0.00
Court	NICS	9/19/2023	9/20/2023	9/20/2023	DOA 10/16/2021- Finklea , Ameccia Lashun - Charge- simple domestic violence	completed	\$0.00

Court	Candice Gray	9/19/2023	9/19/2023	9/19/2023	11015805 -Need for lawyer/court- final disposition charges arrest report	complete-pending payment	\$9.75
	Wendy Borrow	incorrect date	9/19/2023	9/19/2023	DUI court records for flight school".	complete-incorrect request date 9/19/2023 emailed letter	\$0.00
	Tyler McCarroll	incorrect date	9/19/2023	9/19/2023	Abstract from misdemeanor possession charge in 06/2021	complete-incorrect request date 9/19/2023 emailed letter	\$0.00
Court	Tyler McCarroll	9/19/2023	9/25/2023	9/25/2023	Abstract of court regarding incident from 06/2021	complete	\$9.25
Court	Deborah Jackson	9/19/2023	9/20/2023	9/20/2023	2015 & 2016 (arrest charges & revocation or discharge)	complete-pending payment	\$10.13
PD	Stuart Langer-Marshall/FAIS Inc.	9/20/2023	9/26/2023	9/26/2023	Lovett Sr., "Fabo" Abdul D.O.B. 12/5/1999-11200 Three Rivers Rd., Apt 22C, Gulfport, MS 39503-3628. Please search CAD from 2013-present. Any contacts with Mr. Lovett Sr..".	completed-no records 9/26/2023 emailed letter	\$0.00
PD	Uta Wendland, CP	9/20/2023	9/21/2023	9/21/2023	Accident report for 9/1/2023 accident involving George Neese and Raymond Respress. Report # 2023-000-79653	completed	
Court	James Farrior, III	9/20/2023	9/25/2023	9/25/2023	Any all tickets, police reports, narratives and DUI test results	complete-pending payment	\$9.25
PD	James Farrior, III	9/20/2023	9/20/2023	9/20/2023	Any all tickets, police reports, narratives and DUI test results	complete-pending payment	\$0.00
Court	Byron Wilbert-1	9/21/2023	9/25/2023	9/25/2023	Desiree Beach Date 5/17/2021- Parking Charge	completed	\$0.00
Court	Byron Wilbert-2	9/21/2023	9/25/2023	9/25/2023	Jamie Marroy Date 4/20/2010- Seatbelt Violation	completed	\$0.00
Court	Byron Wilbert-3	9/21/2023	9/25/2023	9/25/2023	Army Wheeler Date 9/22/2011 to 06/21/2014	complete-too vague 9/25/2023 emailed letter	\$0.00
	Robert Harper	9/21/2023	9/26/2023	9/26/2023	22-126090- I had previously filed a missing person report on my son. Ian Michael Harper. He was apparently cited in December 2022 by Gulfport PD for lack of insurance	complete-not clear on what documents requestor is seeking 9/26/2023 emailed letter	\$0.00
	Robert Harper	9/21/2023	9/21/2023	9/21/2023	22-126090- I had previously filed a missing person report on my son. Ian Michael Harper. He was apparently cited in December 2022 by Gulfport PD for lack of insurance	completed	
Court	Jessica Howarth	9/21/2023	9/26/2023	9/26/2023	Domestic 22104173- I need every single paper work/photo/document	complete-pending payment	\$10.25
UD	Steven Nelson	9/21/2023	9/27/2023	9/27/2023	I am requesting the date of transfer license that was transferred from the 500 block of courthouse rd. to 316 courthouse rd.	complete-too vague 9/27/2023 emailed letter	\$0.00
Court	NICS	9/22/2023	9/25/2023	9/25/2023	Simple domestic Assault (97-3-7 MS) Please provide sentencing order/final dispo/relationship to victim	complete	\$0.00
PD	Lindsey Langlinais	9/22/2023	9/25/2023	9/25/2023	Please provide case # for auto wreck, Christopher Walsh, intersection Pass Rd/20th 9/20/2023	completed	\$0.00
Court	District Attorney General	9/22/2023	9/25/2023	9/25/2023	William Leon Clay- Case 22-001745, Requesting a certified copy of case 22-001745 on William Leon Clay	complete-pending payment	\$0.00
Court	Calvin Coleman	9/22/2023	9/26/2023	9/26/2023	200407083, 200601932 any & all documents for both	complete-pending payment	\$10.75
PD	Olivia Normand	9/22/2023	9/23/2023	9/23/2023	Case #2022-00084728- Crash report #2022044638- We are requesting any and all dash camera and body cam footage regarding this crash	completed	\$0.00
	Gregory Perez Jr	9/22/2023	9/26/2023	9/26/2023	Certificate of Occupancy	completed-too vague 9/26/23 emailed letter	\$0.00
PD	Kanesha Johnson	9/22/2023	9/22/2023	9/22/2023	Body cam video for report # 2023-00082988	complete- pending payment	\$0.00
	Michelle Petersen	No date	9/25/2023	9/25/2023	2022-00084728- Any body camera/car camera video footage depicting the 8/3/2022 accident on Interstate 10 at mile post 9.021	Complete-no date on request 9/25/2023 emailed letter	\$0.00
UD	Jared Maciej/The Claims Center	9/25/2023	9/27/2023	9/27/2023	Hello I am working on behalf of Center Point Energy to obtain a copy of the liability insurance for the contractor Do-Rite Plumbing that possibly covers the 4/24/2023 date	complete-research time was 10 minutes no charge	\$0.00
PD	Michelle Petersen	9/25/2023	9/25/2023	9/25/2023	2022-00084728- Any body camera/car camera video footage depicting the 8/3/2022 accident on Interstate 10 at mile post 9.021	complete-pending payment	\$0.00
	Gregory Jacoby-Browning Day	9/25/2023	9/25/2023	9/25/2023	Building permit address for owner, building permit number and date issued	completed-too vague 9/25/2023 emailed letter	\$0.00
Engineering	WJZD Inc- Rip Daniels	9/25/2023	10/2/2023	10/2/2023	Site plans including drainage plan and elevations at 1302 Magnolia	completed-DROP BOX LINK	\$4.37
PD	Morris Bart	9/25/2023	9/25/2023	9/25/2023	Body camera footage from all responding officers in case #202300080710	complete	\$0.00

UD	Zuri McCree	9/26/2023	9/27/2023	9/27/2023	Certificate of Occupancy for 12048 Parc Merlot Gpt 39503-5022	complete- no charge research time under 5 min	\$0.00
Court	Michael Yacksyzn	9/26/2023	9/28/2023	9/28/2023	Arrest records/court documents 2000-2005	complete-pending payment	\$10.50
PD	Michael Yacksyzn	9/26/2023	9/26/2023	9/26/2023	Arrest records/court documents 2000-2005	complete	\$0.00
	Amy Brown	9/26/2023	9/27/2023	9/27/2023	certificate of occupancy	complete-too vague 9/27/2023 emailed letter	\$0.00
	Health Connect America Inc	9/26/2023	9/27/2023	9/27/2023	Recent inspection checklist completed by fire dept. for purpose of obtaining a business tax license	complete-too vague 9/27/2023 emailed letter	\$0.00
	Katherine Kingren, Esq	9/26/2023	9/27/2023	9/27/2023	Any and all arrest records, incident reports, 911 calls, bodycam footage, officer notes, investigation letters, and criminal charges and their disposition pertaining to Justin D. Necaise; DOB: 9/16/1983; Last 4 of SSN: 4380; and Madonna Bui; DOB: 5/24/1985; Last 4 of SSN: 8672	complete-mult subjects 9/27/23 emailed letter	\$0.00
PD	Richard Rose	9/26/2023	9/26/2023	9/26/2023	2022-0093123- All records, pictures, statements, reports and other items,	complete	\$0.00
Court	Tonayah McInnis	9/26/2023	9/27/2023	9/27/2023	Copy of protection order	complete-pending payment	\$9.75
PD	Dena Cox	9/26/2023	9/27/2023	9/27/2023	Please provide police report number for MVA on 7/26/23 @ Hwy 49 & Landon Rd Driver/Client : Tony Coleman; Vehicle : 2013 Cadillac XTS. Other party: Angela Benda: Nissan Pathfinder. Address: 17253 Meadowbrook Drive Gulfport, MS 39503	completed	\$0.00
UD	Amy Brown	9/27/2023	9/27/2023	9/27/2023	Certificate of occupancy for address listed above	complete-no charge took under 5 minutes	\$0.00
PD	Kansas Racing & Gaming Commission Enforcement Agent	9/27/2023	10/4/2023	10/4/2023	All cases involving Justin Keith Simmons w/m	completed	\$0.00
Court	Kansas Racing & Gaming Commission Enforcement Agent	9/27/2023	9/28/2023	9/28/2023	All cases involving Justin Keith Simmons w/m	complete	\$0.00
Court	Byron Wilbert	9/27/2023	9/29/2023	9/29/2023	Army Wheeler - Date 9/22/2001- No seatbelt, no insurance, no driver license, Date 8/6/2013- No tag, no driver license, child restraint, tint violation, Date 6/29/2014- No driver license Date 6/29/2014 No driver license's, no tag contempt of court x2 Date 6/29/2014 no motor insp sticker	completed-pending payment	\$10.38
PD	Robert Harper	9/27/2023	10/4/2023	10/4/2023	22-126090- All documents relating to this case including but not limited to : original citations & summons to appear issued to Ian Harper, final judgment by the court and any outstanding warrants	completed	\$0.00
Court	Robert Harper	9/27/2023	9/29/2023	9/29/2023	22-126090- All documents relating to this case including but not limited to : original citations & summons to appear issued to Ian Harper, final judgment by the court and any outstanding warrants	completed	\$0.00
PW	Katie Maciej	9/27/2023	10/2/2023	10/2/2023	Liability insurance info H20 Innovation Operation & Maintenance LLC project at or near 401 Cowan Rd, when they damaged the gas line. Thank you for your time. Please ref our file #1MN138677 in communications	completed-pending payment	\$8.75
FD	Health Connect America Inc	9/27/2023	10/4/2023	10/4/2023	I am requesting the inspection checklist that was completed by James Dillenger with the Gulfport Fire Department. The inspection was completed at 14231 Seaway Rd Suite 3001 Gulfport, MS 39503 ON 9/18/2023	completed- per Tasha this one is taken care of	\$0.00
Court	Alisa Thompson /NV Gaming Control-1	9/27/2023	9/29/2023	9/29/2023	Matthew Wetzell- Background Investigation- Civil/Criminal Records	complete-no records 9/29/23 emailed letter	\$0.00
Court	Alisa Thompson /NV Gaming Control-2	9/27/2023	9/29/2023	9/29/2023	Jon Lucas- Background Investigation- Civil/Criminal Records	complete-no records 9/29/23 emailed letter	\$0.00
Court	Alisa Thompson /NV Gaming Control-3	9/27/2023	9/29/2023	9/29/2023	Ingrid Wetzell (Reyes)- Civil/Criminal Records	complete-no records 9/29/23 emailed letter	\$0.00
Court	Alisa Thompson /NV Gaming Control-4	9/27/2023	9/29/2023	9/29/2023	Aimee Valentine (Riley) -Background Investigation- Civil/Criminal Records	complete-no records 9/29/23 emailed letter	\$0.00
Court	Alisa Thompson /NV Gaming Control-5	9/27/2023	9/29/2023	9/29/2023	Michelle Glover (Coulon) Background Investigation- Civil/Criminal Records	complete-no records 9/29/23 emailed letter	\$0.00

Court	Alisa Thompson /NV Gaming Control-6	9/27/2023	9/29/2023	9/29/2023	Shane Valentine- Background Investigation-Civil/Criminal Records	complete-no records 9/29/23 emailed letter	\$0.00
UD	Donald Hester	9/27/2023	10/3/2023	10/3/2023	Certificate of occupancy for the address listed above	complete-address not in city limits 10/3/2023 emailed letter	\$0.00
	Metropolitan Reporting Bureau	9/27/2723	10/2/2023	10/2/2023	Rept # Date : 7/27/23 Location: 15373 Saint Charles St	completed-too vague 10/2/23- and mailed emailed letter	\$0.00
	Metropolitan Reporting Bureau	9/28/2023	10/2/2023	10/2/2023	Rept # Date : 7/27/23 Location: 15373 Saint Charles St	completed-too vague 10/2/23- and mailed emailed letter	\$0.00
	Metropolitan Reporting Bureau 2	9/28/2023	10/3/2023	10/3/2023	Rept # Date : 9/11/23 Location: Seaway Road	completed-too vague 10/3/23- and mailed emailed letter	\$0.00
UD	Mayra Castellanos/EnSafe Inc	9/28/2023	9/28/2023	9/28/2023	Requesting records for the property located at 12483 Dedaux Road, Gulfport, MS 39503: Inspection records, fire alarm response, hazardous materials responses, and above ground or below ground tank registrations	complete- too vague will need timeframe for records 9/28/2023 emailed letter	\$0.00
FD	Mayra Castellanos/EnSafe Inc	9/28/2023	updated requested	updated requested	Requesting records for the property located at 12483 Dedaux Road, Gulfport, MS 39503: Inspection records, fire alarm response, hazardous materials responses, and above ground or below ground tank registrations	UPDATED REQUESTED	\$0.00
Engineering	Mayra Castellanos/EnSafe Inc	9/28/2023	updated requested	updated requested	Requesting records for the property located at 12483 Dedaux Road, Gulfport, MS 39503: Inspection records, fire alarm response, hazardous materials responses, and above ground or below ground tank registrations	UPDATED REQUESTED	\$0.00
Court	Law Office of Jason Spry	9/28/2023	9/29/2023	9/29/2023	Any and all court records relating to Taylor Elizabeth Lester	complete- no records 9/29/2023 emailed letter	\$0.00
	Alina Johns	No date	9/28/2023	9/28/2023	See attached letter	completed- did not submit proper request & no date 9/28/23 emailed letter	\$0.00
FD	Mayra Castellanos/EnSafe Inc	9/28/2023	9/29/2023	9/29/2023	Requesting records for the property located at 12483 Dedaux Road, Gulfport, MS 39503: We are looking for records associated with responses to hazardous chemicals and/or petroleum product releases/spills and above ground or below ground tank registrations, for the time period between 1981 to the present	complete-no records emailed letter 9/29/23	\$0.00
Engineering	Mayra Castellanos/EnSafe Inc	9/28/2023	10/2/2023	10/2/2023	Requesting records for the property located at 12483 Dedaux Road, Gulfport, MS 39503: We are looking for records associated with responses to hazardous chemicals and/or petroleum product releases/spills and above ground or below ground tank registrations, for the time period between 1981 to the present	complete-no records emailed letter 10/2/2023	\$0.00
Court	Kimberley Shaunesy	9/28/2023	9/29/2023	9/29/2023	Charges I have been charged with type of offense, date, outcome & status of charge	complete	\$9.75
	Alina Johns-1	No date	9/28/2023	9/28/2023	1. Pay plans for all sworn ranks of the police department. In the absence of pay plans, then pay ranges (minimum and maximum) of all sworn ranks Documents reflecting pay raises for officers at the police department and how they were allocated for the last five years (percentage increase same for all ranks or some other method of allocation) Documents reflecting upcoming pay raises for officers at the police department and how they will be allocated 2006 Chevrolet Silverado burn incident on Wednesday September 27, 2023 Vin # 1GCEC19T76Z186981	complete- no request date 9/28/2023 emailed letter	\$0.00
	Alina Johns-2	No date	9/28/2023	9/28/2023		complete- no request date 9/28/2023 emailed letter	\$0.00
	Alina Johns-3	No date	9/28/2023	9/28/2023		complete- no request date 9/28/2023 emailed letter	\$0.00
	Darren Herrington	9/28/2023	10/2/2023	10/2/2023		complete-too vague 10/2/2023 emailed letter	\$0.00
Court	Rianne Peterson /DCSA	9/28/2023	9/29/2023	9/29/2023	Stephanie Wynne- all records and dispo (plus other names)	complete- can't complete request per Legal info included in letter 9/29/23 emailed letter to court - spoke to requestor on phone she will come to court and pick-up letter	\$0.00
HR	Alina Johns-1	9/28/2023	10-2 emailed ext. letter		Documents reflecting pay raises for officers at the police department and how they were allocated for the last five years (percentage increase same for all ranks or some other method of allocation)	recs due on 10/9 ext. due on 10/18	

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF GULFPORT

OATH OF OFFICE

I, Quadeja Gray do solemnly swear and reaffirm that I will faithfully support the constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof; that I am not disqualified from holding the office of Deputy Court Clerk; and I will faithfully discharge the duties of the office upon which I am about to enter.

So help me God.

[Signature]
Deputy Court Clerk

SWORN TO AND SUBSCRIBED, before me on this the 8 day of Sept, 2023.



[Signature]
MUNICIPAL COURT JUDGE

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF GULFPORT

OATH OF OFFICE

I, Felicia Trout do solemnly swear and reaffirm that I
will faithfully support the constitution of the United States and the Constitution of
the State of Mississippi, and obey the laws thereof; that I am not disqualified from
holding the office of Deputy Court Clerk; and I will faithfully discharge the duties
of the office upon which I am about to enter.

So help me God.

Felicia Trout
Deputy Court Clerk

SWORN TO AND SUBSCRIBED, before me on this the 20 day of
June, 2021.

[Signature]
MUNICIPAL COURT JUDGE

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF GULFPORT

OATH OF OFFICE

I, Amanda Rutledge do solemnly swear and reaffirm that I
will faithfully support the constitution of the United States and the Constitution of
the State of Mississippi, and obey the laws thereof; that I am not disqualified from
holding the office of Deputy Court Clerk; and I will faithfully discharge the duties
of the office upon which I am about to enter.

So help me God.

Amanda Rutledge
Deputy Court Clerk

SWORN TO AND SUBSCRIBED, before me on this the 20 day of
June, 2021

[Signature]
MUNICIPAL COURT JUDGE



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

APPLICATION FOR FINAL PLAT

Property Information

TAX PARCEL #

0	9	0	8	C	-	0	1	-	0	0	1	●	0	0	0
					-			-				●			
					-			-				●			

For Staff Use Only
Case File #: 2312CC139
Date Received: 10/6/23
Receipt #: _____
Received By: AS
Zoning: R-1-F, R-1-D, T4+R2
Ward: 6 Flood: _____
Size: 118.43 acres
(If necessary, use separate sheet of paper)

Address of Property Involved: _____

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

General Location: south and west of Preservation Drive, east of Alphabet Road, north of Hawk Place

GENERAL DESCRIPTION OF REQUEST:

Divide the parcel into 37 lots for the purpose of sale from home development

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

Florence Gardens, LLC

Printed Name Of Owner
12321 Preservation Drive

Mailing Address
Gulfport MS 39503

City State Zip code
N/A (228) 539-5039 Office

Home Phone Work/Cell Phone
N/A

Email

[Signature]

Signature Of Owner

AGENT

Brown, Mitchell & Alexander, Inc.

Printed Name Of Agent
131 Rue Magnolia

Mailing Address
Biloxi MS 39503

City State Zip code
N/A (228) 436-7612 Office

Home Phone Work/Cell Phone
nick@bmaengineers.com

Email

[Signature]

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.

August 1, 2023

City of Gulfport – Planning Division
1410 24th Avenue
Gulfport, MS 39501

**RE: Authority to Act as Agent
Florence Gardens
Tax Parcel No: 908C-01-001.000
Gulfport, Mississippi**

To Whom It May Concern:

This is to advise that Florence Gardens, LLC, currently owns property, more specifically located South and West of Preservation Drive, East of Alphabet Road, North of Hawk Place.

With this letter, Florence Gardens, LLC, appoints Brown, Mitchell & Alexander, Inc., as its agents for the purpose of obtaining Final Plat approval with the City of Gulfport.

Sincerely,



Florence Gardens, LLC
12321 Preservation Drive
Gulfport, MS 39503
(228) 575-7738



NOTARY PUBLIC



August 1, 2023

City of Gulfport – Planning Division
1410 24th Avenue
Gulfport, MS 39501

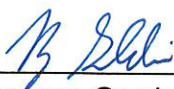
**RE: Covenants
Florence Gardens, Phase 11
Tax Parcel No(s): 0908C-01-001.000
Gulfport, Mississippi**

To Whom It May Concern:

This is to advise that Florence Gardens, LLC, currently owns property, more specifically located South and West of Preservation Drive, East of Alphabet Road, North of Hawk Place (also being tax parcel: 0908C-01-001.000).

With this letter, Florence Gardens, LLC, declares that the covenants for the existing Florence Gardens subdivision will apply for this request.

Sincerely,



Florence Gardens, LLC
12321 Preservation Drive
Gulfport, MS 39503
(228) 575-7738



NOTARY PUBLIC



STATE OF MISSISSIPPI

COUNTY OF HARRISON

I, Ryan Goldin, attest that there are no restrictive or prohibitive covenants prohibiting the division of property associated with Tax Parcel # 0908C-01-001.000.

R Goldin
FLORENCE GARDENS, LLC

DATE: AUGUST 1, 2023

PRESIDENT
TITLE

SWORN TO AND SUBSCRIBED TO ME before this 1st day of August, 2023.

Ana Johnson
NOTARY PUBLIC



CONTRACT AGREEMENT

Page 1 of 4
WO# 231236

COAST ELECTRIC POWER ASSOCIATION

AND

Florence Gardens PH 11

STATE OF MISSISSIPPI

COUNTY OF HARRISON

This Agreement made and entered into this the 31st day of July,
2023, and between Coast Electric Power Association (hereinafter referred to as Coast Electric),
acting by and through its President & CEO, Ronald G. Barnes, duly authorized to execute this
agreement on
behalf of Coast Electric and Ryan Goldin of Gulfport, MS (hereinafter referred to
as Developer), doing business as Florence Gardens, LLC developing Florence Gardens PH-11
which is located in part of S 1/4 of Section 2, Township 7S, Range 11W, Harrison
County Mississippi.

WITNESSETH:

WHEREAS, the Developer desires underground electric service to be furnished to the said
Subdivision, described and located as above, and Coast Electric, serving such requirements in the
area, offers to extend its electric distribution system underground and furnish electric service as
herein provided.

WHEREAS, Coast Electric will agree to install primary and secondary lines and service wires
underground, and "Pad Mounted" transformers and associated equipment above ground providing
elevation of said land is at least fourteen (14) feet above sea level.

Now, therefore, Coast Electric and the Developer mutually agree as follows:

1. Coast Electric upon payment of the amounts by Developer hereinafter set forth agrees to
install underground primary cable, including the necessary above ground "Pad Mounted" transformers
and associated equipment to serve 37 lots designated on the plat of said subdivision and covered
by

this agreement identified as follows:

Lot numbers: 1-37

Sub: Oneal
Feed: #5 South

2. The Developer has granted perpetually to Coast Electric written right-of-way easements or permits granting the right to install and maintain the underground primary and secondary lines and service wires and the above ground "Pad Mounted" transformers and associated equipment in, on and under the premises, along and in roads, streets, alleys, easement strips for other purposes, and under proposed waterways, if any; and further grants Coast Electric and its representatives the right of ingress and egress thereon, together with tools and equipment, at all reasonable times; all as contained in that certain easement of even date herewith, incorporated herein as though fully written into this agreement. *This easement shall be referred to as the "power easement" and shall be indicated on the plat as such. Coast Electric further agrees to allow communication facilities within this easement as long as it is mutually agreed to by both parties as to where these facilities will be located. See Exhibit A for an example of the "power easement".*

Prior to any construction, the Developer agrees that the property shall be well laid out, street and lot lines established and defined, together with dedicated electric easements meeting the requirements of Coast Electric, and reasonable egress and ingress available to Coast Electric. Easement strips shall be cleared of any obstructions to Coast Electric's equipment and be brought to final grade. Additional easement width shall be obtained by the Developer if drainage ditches are of such a width that Coast Electric is not able to install underground cable and above ground equipment in the dedicated easement strips.

3. Coast Electric should be contacted prior to recording the subdivision plat in order that it may be determined that dedicated easements meet the requirements of Coast Electric. If Coast Electric is not contacted prior to recording the subdivision plat, the Developer shall be responsible for obtaining and recording additional right-of-way easements not shown on the subdivision plat which Coast Electric determines as being necessary for construction of the underground facilities. Should the Developer make any changes in the plat, plans and specifications after same have been submitted to Coast Electric that will involve a re-design of the proposed underground facilities, the cost of such re-design will be borne by the Developer.

4. The developer agrees to provide Coast Electric with accurate drawings of the installed water and sewer systems and to mark the location of same and/or provide a knowledgeable person to indicate the location of water and sewer lines during the construction period of the underground system. If the above provisions are not complied with, Coast Electric shall not be held responsible for damage to water and sewer lines during the construction period.

5. The Developer understands and agrees that all right, title and interest in and to the said underground electric primary and secondary lines and service wires, and the above ground "Pad Mounted" transformers and associated equipment mentioned herein shall remain and be the property of Coast Electric, and said Coast Electric will own, operate and maintain said underground electric system.

6. Coast Electric will render electric service directly to residential and commercial members in said subdivision under its current line extension policy and its regular policies and rates applicable thereto.

7. Upon execution of this agreement by both contracting parties, and the payment by the Developer of its proportionate share, Coast Electric will proceed with placing orders for necessary materials and equipment and will pursue construction until completion of the project, unless prevented from doing so by Developer, or other causes over which it has no control. Coast Electric shall not be responsible for delays of suppliers, strikes, civic disorders, acts of God or other events over which it has no control.

8. The Developer agrees that no electricity which he shall purchase from Coast Electric through any meter shall be for resale; nor that no "Stand-By" service will be purchased from any other source.

9. The Developer further agrees that all electrical work performed on private property of said subdivision will be in accordance with the rules and regulations of the National Electrical Safety Code and applicable to governmental regulations.

10. Should the Developer require any street lighting units in the subdivision, an individual street light operated on an "on" and "off" photo-electric switch and supplied by the secondary voltage from an above ground "Pad Mounted" transformer may be installed.

11. Developer's cost for the underground electric distribution system is: \$45,528.50 or a cost of \$1,150.00 per lot which will be paid upon execution of this agreement. Cost includes the installation (Plus 7% Sales Tax) of area street lighting per Association's design. **Cost does not include secondary services to homes within said development.**

12. If streets are paved prior to the execution of this agreement, Developer shall be responsible for placing conduits under paved streets.

13. If Coast Electric's preferred location of service is not acceptable to the Builder, Developer or Contractor; the Builder, Developer or Contractor will be required to pay the extra cost of providing service by the method and at the location he prefers, and secure such additional easements as may be required by Coast Electric, if any. This extra cost is determined to be the \$ 1,230.50 for Green Space transformer.

14. It is further agreed and understood by the Developer that it will pay to Coast Electric at the time of executions of this agreement all of the cost in paragraph 11 and 13 for the underground distribution system for a total cost of \$ 46,759.00. Failure by the developer to pay in advance its share of the said construction cost will render this agreement null and void.

15. This is a personal agreement between the parties hereto and cannot be assigned without written consent of both parties, and this agreement does not confer any rights on any third parties whatsoever.

16. This agreement is subject to the orders of duly constituted regulatory authorities.

The above and foregoing agreement is hereby accepted subject to all of its terms, conditions and provisions, this the 31st day of July, 2023.

WITNESS

Samantha Cooley

COAST ELECTRIC POWER ASSOCIATION

BY:

Ronald C. Barnes
President and CEO

Florence Gardens, LLC

Developer

WITNESS:

Virginia Levens

BY:

Ryan Goldin Director of Operations

12321 Preservation Dr.

Gulfport, MS 39503

Phone: (228)326-7292

Prepared by and Return to:
Coast Electric Power Association
P.O. Box 2430
Bay St. Louis, MS 39520
(228)363-7238

**STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT**

EASEMENT

For and in consideration of the sum of ONE (\$1.00) DOLLAR, cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, we

**Florence Gardens, LLC.
12321 Preservation Dr.
Gulfport, MS 39503
(228) 539-5039**

do hereby grant, convey, and warrant to

**Coast Electric Power Association
P.O. Box 2430
Bay St. Louis, MS 39521
(228) 363-7318**

a ten (10) foot right-of-way easement along and adjacent to all streets, for the purpose of installing, operating and maintaining an electric transmission and/or distribution line or system in, on and under the roads, streets, and alleys, easement strips, and under waterways, if any, shown on the face of the following recorded subdivision plat of **Florence Gardens PH-11**, as recorded in Plat Book _____ and Page _____, located in the First Judicial District of Harrison County, Mississippi, and described as follows:

LOTS: 1-24

INDEXING INSTRUCTIONS: S 1/4 of Section 2, Township 7S, Range 11W

Together with the rights of ingress and egress with tools and equipment, at all reasonable times, over and across said roads, streets, alleys, easements strips, and waterways, if any, shown on the face of the aforesaid recorded plat.

The Grantor does hereby further grant a connecting utility easement to Grantee five (5) feet in width in and over each and every lot as shown on the plat of the hereinabove described subdivision, said easement to run from the house to be built on each of said lots to a connection with the aforesaid easements shown on the face of the aforesaid plat, the exact location of said connecting utility easement to be determined during the construction period of the house.

The facilities installed hereunder shall be and remain the property of the Grantee, removable at its option.

WITNESS OUR SIGNATURES, this the 3rd day of August, 2023



Florence Gardens, LLC
Grantor

BY: R. Goldin
Ryan Goldin - Director of Operations

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the aforesaid County and State, the within
named Ryan Galdin who acknowledged that he signed and delivered the foregoing
instrument on the day and year therein mentioned, for and as the act of said corporation.

GIVEN under my hand and seal of office, this 3, day of August, 2023.



Virginia Levens
NOTARY PUBLIC

AGREEMENT FOR AREA LIGHTING

This agreement made and entered into this the 31ST day of July, 2023
by and between Ryan Goldin for Florence Gardens PH 11 at Grid# 394-04 herein called "Member"
and Coast Electric Power Association, herein called "Association".

WITNESSETH

1. Association agrees to furnish, own and maintain, and Member agrees to take and pay for the area lighting required at Member's above described premises consisting of:

(Quantity) 21 Luminaries (Watts) 100-110 (Type Fixture) Ornamental
(Quantity) 21 Pole (Type) 10' Aluminum

2. Upon application, Consumer shall pay to the Association the sum of \$25,262.41.00. This shall be construed as:

A. Non-Refundable Aid to Construction \$19,262.41 (\$18,002.25+\$1,260.16 tax)

B. Advance Payment \$ _____

C. Deposit \$6,000.00

3. Service shall be taken and paid for in accordance with Association's rate schedule on file at the office of the Association, or such other effective superseding rate schedule.
4. Installation will be made as indicated on attached drawing.
5. Upon request of Member, Association will relocate any luminaries and Member will pay to Association upon demand an amount equal to association's cost of such relocation.
6. The Association shall use reasonable diligence to provide a constant uninterrupted supply of electric power and energy; but if such supply shall fail or be interrupted, or become defective through act of God, or the public enemy, or by strikes, labor troubles, or by action of the elements, or inability to secure rights-of-way or other than the Association shall not be liable therefore.
7. The terms of this Agreement shall be from date of installation to one year from date and shall be automatically extended from year to year thereafter until either party shall have notified the other in writing not less than 90 days or more than 180 days prior to any expiration date of its intention to terminate this Agreement.
8. This Agreement shall be binding and inure to the benefit of the respective legal representative successors and assigns of the parties hereto, but no assignment by Member shall be binding upon Association until accepted in writing by the latter.
9. Association reserves the right to remove fixtures from any location where maintenance cost is prohibitive because of acts of God or vandalism beyond the control of Member or Association.
10. This Agreement is contingent upon approval of Management of Association and is subject to orders if duly constituted regulatory authority.
11. In the event of a breach of this agreement by member, or failure to pay for the service herein provided, Association is authorized to enter upon the premises of Member and to remove therefrom all of its wires, poles, equipment and appurtenances.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in original for Association and copy for Member on the day and year above written.

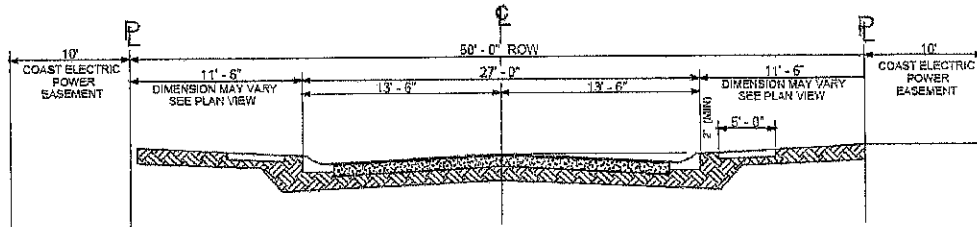
Florence Gardens, LLC

COAST ELECTRIC POWER ASSOCIATION

BY: R. Goldin
V.P. Director of Operations
Ryan Goldin

Ronald G. Barnes
President and CEO
Ronald G. Barnes

Exhibit A – Easement Diagram



Note: Total right-of-way distance may vary; however, this does not affect the 10 ft power easement.

Coast Electric Power Association

Reprinted on 08/08/23 1:26 PM

Receipt ID: 2622261

08/08/23 01:25 PM
KILN01 357 35713

FOR: 231236

0
Contribution in Aid 18002.25

0
23650-STATE SALES TAX 1260.16

TOTAL: 19262.41

CK # : 14384 19262.41

CHANGE :

Coast Electric Power Association

Reprinted on 08/08/23 1:21 PM

Receipt ID: 2622258

08/08/23 01:20 PM
KILN01 357 35713

FOR: FLORENCE GARDENS LLC
103482-022

ELECTRIC: 6000.00

CK # : 14383 6000.00

CHANGE : .00

BALANCE :
103482-022 40.00

Coast Electric Power Association

Reprinted on 08/08/23 1:24 PM

Receipt ID: 2622260

08/08/23 01:24 PM
KILN01 357 35713

FOR: 231236

0
Contribution in Aid 43700.00

0
23650-STATE SALES TAX 3059.00

TOTAL: 46759.00

CK # : 14385 46759.00

CHANGE : .00

Prepared By and Return to:
William C. Smith III
Roger W. Williams
Watkins & Eager PLLC
P.O. Box 650
Jackson, MS 39205
601-948-6470

Indexing Instructions:
Florence Gardens Phase 1-A, Plat Book 46 at Page 17
Florence Gardens Phase 1-B, Plat Book 47 at Page 8
Harrison County, Mississippi



FLORENCE GARDENS

Declaration of Charter, Easements, Covenants and Restrictions For The Residential Neighborhood of Florence Gardens

Florence Gardens, LLC, a Mississippi limited liability company to be known as the "Founder," makes this Declaration on the 31st day of March, year of 2006.

STATEMENT OF PURPOSE:

A. The Founder is developing upon real property in Harrison County, Mississippi, a neighborhood development to be known as Florence Gardens. It is contemplated that Florence Gardens will be comprised of two principal Districts: the Neighborhood, which is the primarily residential District; and Town Center or something similar, which brings together a mixture of commercial and residential uses. There may be other or additional

Districts of the community. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Florence Gardens design is intended to mix commercial, civic and residential uses in a way that enlivens the Neighborhood.

B. This Declaration is intended to provide for the maintenance and operation of the Neighborhood, while Town Center, if developed, shall be subject to a separate Declaration. The residential units within Town Center are to be made members of the Neighborhood association on a limited basis so that the residents can enjoy the recreational facilities and activities of the Neighborhood.

C. The Neighborhood will have an owners' association to own and maintain certain Commons and Limited Commons.

Florence Gardens is subject to Master Deed Restrictions, recorded immediately prior to this Declaration. Among other things, the Master Deed Restrictions regulate the construction and modification of buildings and other improvements within Florence Gardens.

D. The Founder records this Declaration for the Neighborhood, and establishes an owners' association to enhance Neighborhood life, to institute and enforce certain covenants and restrictions, to provide for further maintenance of the Neighborhood, and to allow for self-governing of the Neighborhood by its Owners.

DECLARATION:

The Founder, who except as set forth hereinbelow, is the owner of all of the property described on Exhibit "A" (the "Neighborhood"), hereby submits and subjects the Neighborhood to this Declaration of Charter, Easements, Covenants and Restrictions. The Founder hereby declares that the Property comprising the Neighborhood shall be held, sold, conveyed and subject to the covenants, restrictions and easements of this Declaration, which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Neighborhood. C A Brown Developments, Inc., a Mississippi corporation, L. J. & L. Enterprises, Inc., a Mississippi corporation, Joan Cravens, Inc., a Mississippi corporation, and Harbor Oaks, Inc., a Mississippi corporation, are each the Owners of Lots in Florence Gardens and have joined in the execution of this Declaration to indicate their agreement with and consent to the terms, conditions and provisions hereof and to bind and subject their property to this Declaration.

ARTICLE I: Definitions

1.1 Articles. "Articles" are the Articles of Incorporation of the Association.

1.2 Assessments. "Assessments" is the collective term for the following Association charges:

- a) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses, as described in Section 10.3.
- b) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, as provided in Section 10.5, or for Limited Common or Zone charges, if any.
- c) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements, emergency expenses or other matters, in accordance with the provisions of Section 10.4.
- d) Other Assessments. Any other assessment which may be charged in accordance with this Declaration.

1.3 Association. "Association" is the Florence Gardens Residential Neighborhood Owners Association, Inc., a Mississippi nonprofit corporation, its successors and assigns. The Association, whose members are the Owners, is responsible for maintaining the Neighborhood and enforcing the Declaration.

1.4 Board. "Board" is the Board of Directors of the Association. The Board shall be appointed by the Founder during the Development Period.

1.5 Building. "Building" is any residential, mixed-use or commercial building constructed on any Lot. If permitted by the Florence Gardens Design Standards, a Building may be attached to another Building and share party walls. The Florence Gardens Design Standards may permit the construction of two or more Buildings or two or more Residential Units on a Lot. Interpretation of the Florence Gardens Design Standards is in the unfettered discretion of the Founder or its assignee.

1.6 Bylaws. "Bylaws" are the Bylaws of the Association.

1.7 Commons. "Commons" or "Common Area" comprises real property within the Neighborhood as designated on a plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. "Commons" also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons. The Commons may include areas dedicated to the public to the extent that the Association agrees to maintain, or is required by this Declaration to maintain, such property.

1.7(a) Limited Commons. "Limited Commons" or "Limited Common Area" is a particular type of Common Area which comprises real property within the Neighborhood, if any, designated on a plat or specifically conveyed to the Association for the common use and enjoyment of only certain Owners of lots located adjacent to the Limited Common Area. The Association agrees to maintain, or is required by this Declaration to maintain, such Limited Common Area and shall assess the affected Lot Owners only for the cost of maintenance of said Limited Common Area. Said affected Lot Owners shall pay the cost of maintenance of same as a form of Special Assessment.

1.8 Neighborhood Roads. "Neighborhood Roads" are the streets and alleys located within the Neighborhood that are intended for automobile traffic. Most of the Neighborhood Roads are intended to be dedicated to the public. Any Neighborhood Roads not dedicated to the public shall be part of the Commons or Limited Commons. The Plat or Plats should be reviewed for more detailed information about roads and streets.

1.9 Declaration. "Declaration" is this Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood of Florence Gardens.

1.10 Design Standards. The "Design Standards" or "Florence Gardens Design Standards" establish the plan for the development of Florence Gardens through its regulation of land use, architecture and environment. The Florence Gardens Design Standards are originally adopted by the Founder as provided in the Master Deed Restrictions and may be amended from time to time. The Florence Gardens Design Standards do not need to be recorded to be effective but shall be available from the Florence Gardens Design Review Committee. The Design Standards may be amended from time to time by Founder or the Florence Gardens Design Review Committee.

1.11 Design Review Committee. The "Design Review Committee" is the panel established to administer the Florence Gardens Design Standards, as established by the Master Deed Restrictions and described in Article IV.

1.12 Development Period. Development Period, as defined in this Declaration and the Master Deed Restrictions and other Declarations contemplated herein, shall mean the period of time commencing with the execution hereof and continuing for six (6) months after Founder neither owns any of Florence Gardens nor holds any property for sale within Florence Gardens in the normal course of business. The Development Period may sometimes be referred to as the Construction Period.

1.13 Founder. The "Founder" is Florence Gardens, LLC, a Mississippi limited liability company, its successors and assigns.

1.14 Lot. A "Lot" is a parcel of land intended for a single building, or a building and an outbuilding. Ordinarily, Lots are designated as numbered or lettered, separately

identifiable parcels on the recorded subdivision plat(s) of Florence Gardens, or, for unplatted areas, as shown on a site plan of property offered for sale as a part of Florence Gardens. A Lot may contain condominium, apartments, commercial or other mixed use designations whose owners may form their own association.

1.15 Master Deed Restrictions. The Founder, as the grantor of deeds within Florence Gardens, has recorded an instrument immediately prior to this Declaration known as the Master Deed Restrictions. The Master Deed Restrictions, which apply to all deeds and conveyances granted within Florence Gardens, are intended to ensure the proper application of the Florence Gardens Design Standards during the development stage and to impose other restrictions designed to further the development of the Neighborhood.

1.16 Master Plan. The Master Plan is the initial plan for the development of the Master Plan Area. The Master Plan is subject to reasonable change based on market conditions, governmental requirements and other modifications that may be made as development progresses.

1.17 Master Plan Area. As further defined in the Master Deed Restrictions, the Master Plan Area comprises approximately 355 acres intended for development as a single, unified neighborhood development to be known as Florence Gardens.

1.18 Member. Each Owner is a "Member" of the Association, as provided in Articles VI and VII of this Declaration.

1.19 Mortgagee. A "Mortgagee" is any institutional lender that holds a bona fide first mortgage encumbering a Parcel as security for the performance of an obligation. The term "institutional lender" specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

1.20 Neighborhood. The "Neighborhood" is the real property described on *Exhibit A*. The Neighborhood shall also include any additional property added by Supplemental Declaration.

1.21 Neighborhood Meeting. The "Neighborhood Meeting" is the public meeting of Members for discussion and voting, as described in Article VII.

1.22 Owner. "Owner" is the record owner, whether one or more persons or entities, of the title to any Parcel within the Neighborhood. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.23 Parcel. A "Parcel" is the smallest piece of real property that may be separately conveyed. A Parcel may be a Lot (whether or not improved by a Building), a Special Use Parcel, or certain Residential Units such as condominium units.

1.23 (a) Plat. The official map or plat of Florence Gardens or any part thereof.

1.23 (b) Property. Property as used herein shall be the land subject to these covenants as same may be amended from time to time. The initial Property is described on Exhibit "A" attached hereto and made a part hereof by reference. The Property size and configuration may be amended by annexation, sale, addition, supplement or deletion in the discretion of Founder.

1.24 [Intentionally Deleted]

1.25 Residential Unit. A "Residential Unit" is an individual Residential Unit and shall include a townhouse or other attached Residential Unit (such as each half of a duplex unit), an apartment or condominium unit, a Residential Unit within a mixed-use building, or an assisted living facility unit (but not a nursing home). Residential Units may be established at the discretion of the Founder.

1.26 Special Use Parcel. A "Special Use Parcel" is a Parcel of unconventional size, shape, location or use that calls for special design considerations. Typically, a Special Use Parcel will be used for commercial purposes, multi-family residential or Neighborhood or recreation facilities or such other use as the Founder establishes from time to time.

1.27 Supplemental Declaration. "Supplemental Declaration" is any declaration that may be recorded by the Founder or the Association in accordance with Article II to add Additional Property to the Neighborhood.

1.28 Zone. "Zones" are smaller, contiguous areas within the Neighborhood of distinct building type, character or within a specific location. The Founder, in its sole discretion, may elect to develop or utilize Zones in the development of Florence Gardens and the Neighborhood. The Founder or its assigns shall form and establish zones as it deems necessary. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

ARTICLE II:

Property comprising the Neighborhood

2.1 Property. The real property that shall be held, transferred, conveyed, leased and occupied subject to this Declaration consists initially of that real described on *Exhibit A*.

2.2 Development Plan.

(a) Property. The property that comprises the Master Plan Area is intended for development as a single, unified neighborhood development and is intended to include

both residential and commercial properties. Portions of the Master Plan Area that are primarily commercial may be submitted to this Declaration in accordance with Section 2.3, or may be submitted to a separate declaration and maintained by a separate association. The number and type of associations shall be determined by the Founder or its assignees.

2.3 Additional Property.

(a) By the Founder. The Founder shall have the right, but not the obligation, for a period of thirty (30) years from this date, from time to time in its sole discretion, to add to the Neighborhood any part of the Master Plan Area as "Additional Property." This reserved development right may be exercised with respect to different portions of the Master Plan Area at different times. No assurances are made as to the boundaries of those portions or order in which the portions will be added. Exercising any development right in any portion of the Master Plan Area does not necessarily mean the right will be exercised in the remainder of the Master Plan Area.

The Founder may also add to the Neighborhood contiguous property, or property any portion of which is within one mile of any portion of the Neighborhood (including any property separated from the Neighborhood by a public street, body of water or other property) or any other property with a reasonable relationship to the Neighborhood. The Founder may also add individual Residential Units (such as apartments or condominium units above stores or offices) that are within primarily commercial portions of the Master Plan Area, even if the land surrounding the units is not added.

(b) By Members. Additional property of any type may be added to the Neighborhood by a majority vote of the Board. The Founder must approve of the addition of any additional property so long as it owns any of the Master Plan Area or any of Florence Gardens.

(c) Supplemental Declaration. A Supplemental Declaration adding the additional property shall become effective upon being recorded in the county's public records.

(d) Special Provisions. The Supplemental Declaration may modify or add to the provisions of this Declaration if needed to reflect the different character of the additional property. A Supplemental Declaration may define Zones; may designate certain Commons as "Zone Commons" for the use of certain Zones; and may create an assessment procedure by which certain Zones are assessed separately for Zone Commons. However, no such Supplemental Declaration shall deny use of existing Commons to those Owners who had such right prior to the recording of the Supplemental Declaration. If individual Residential Units that are within primarily commercial portions of the Master Plan Area are added, the amount of assessments to be paid by such

units may be reduced, based upon a reasonable estimate of the units' usage of the Commons as determined by Founder or its successors and assigns.

2.4 [Intentionally Deleted]

2.5 Zones.

(a) Intent. Zones are intended to provide a flexible means for providing additional maintenance or capital improvements for a small portion of the Neighborhood that has special needs. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

(b) Designation. Zone boundaries may be designated at the time of the addition of the property by Supplemental Declaration during the Development Period, or at any later time by the Board.

(c) Characteristics. To the extent reasonably possible, all Parcels on both sides of a street shall be included within the same Zone. Separate Zones may be created if the street is interrupted by cross streets, by changes in topography or by Commons, or if Parcels on opposing sides of the street are of significantly different character. During the Development Period the Founder shall make all determinations concerning Zones.

ARTICLE III:

Easements

3.1 Easements in Favor of the Association. The Founder hereby reserves for the Association and its assigns the following easements, which shall benefit the Neighborhood, the Founder or its successors and assigns:

(a) Utility Easements. A blanket easement upon, across, over, through, and under the Neighborhood for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, electricity and other equipment. By virtue of this easement the Association, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel. During the Development Period this easement may be altered, terminated, amended or assigned as Founder deems appropriate.

(b) Police Powers. A blanket easement throughout the Neighborhood for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.

(c) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within the Neighborhood to inspect, maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The Association shall notify affected Owners (except in an emergency) and shall restore the affected property to its original condition as nearly as practicable.

(d) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of the Neighborhood or the settling or shifting of any land or improvements.

(e) Maintenance of Commons. To the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons and Limited Commons.

3.2 Relationship between Lots.

(a) Intent. The design for Florence Gardens is intended to maximize land usage and sense of Neighborhood by providing squares and parks while also offering smaller but private yards for individual use. As provided by the Florence Gardens Design Standards, certain buildings within the Neighborhood may be attached as townhouses, or may be detached but placed on or near the property line. The easements in this Section 3.2 are intended to provide guidelines for reasonable cooperation between neighbors. The Association and/or Founder may make rules for maintenance and use of easement areas and shared improvements that shall be applied uniformly to all Lots similarly configured.

(b) Lot Lines. Lots may not be subdivided or separated into smaller Lots, or any portion of a Lot separately conveyed, except by the Founder or with the specific consent of the Florence Gardens Design Review Committee. However, this shall not prohibit corrective deeds or similar corrective instruments. The Founder may redefine Lots prior to sale by dividing or combining Lots or portions of Lots and adjusting the boundary of a Lot. The Founder shall also have the right to modify subdivision plats of the Neighborhood to make adjustments to Lot boundary lines with consent only of those Owners whose Lot boundaries are to be changed. The division or combination of Lots may be subject to zoning or other governmental regulation, which may require, among other things, that the number of Residential Units not be reduced if Lots are combined.

(c) Party Walls. Each Owner grants to the Owner of each adjacent Parcel the right and easement to maintain and to utilize any exterior or interior wall of a Building that forms a party wall between them. A wall will be considered a party wall only if it serves to separate Parcels on their property line. Maintenance of the surface of the party wall shall be the sole responsibility of the Owner whose Building faces such wall. Each Owner shall be liable and responsible if, in connection with that Owner's use and

maintenance of the party wall, the Owner damages the adjacent Owner's Lot or the wall itself. The cost of any other repairs to the party wall shall be shared equally by the adjacent Owners.

(d) Exterior Walls along a Lot Line. An exterior wall which supports the Building on only one Lot, or which encloses a courtyard on one Lot, shall not be considered a party wall. The Association may make rules and regulations concerning use and maintenance of such walls, including assigning responsibility between the adjoining owners for all insurance requirements, painting and repair and granting access over the adjoining Lot as reasonably necessary to maintain the wall. All such maintenance and repair shall be in accordance with the Florence Gardens Design Standards.

(e) Yard Easements. To allow most efficient use of a Lot while complying with governmental setback requirements, a portion of a Lot along a Lot line may be subject to an easement for use by the adjoining Lot Owner. Such easements may be designated on the plat, the Florence Gardens Design Standards or on the deed from the Founder to the first Owner other than the Founder. Such use easements may be up to four feet wide and shall run along a boundary line, but shall not encroach upon more than one boundary line. In addition, the Owner of such a Lot subject to an easement shall be the beneficiary of a similar easement along another portion of the Lot, unless the Lot is a corner Lot or is larger than the surrounding Lots. Subject to regulation under the Florence Gardens Design Standards, the beneficiary of such an easement shall have the use and maintenance responsibility for the easement area and may place air-conditioning equipment, fences, decks or patios and other fixtures (but not a primary structure) upon the easement area.

(f) Roof Overhang; Footings. For certain building types, such as sideyard or zero-lot-line houses, which are to be built along a property line, the Florence Gardens Design Standards may permit roofs, gutters, soffits and downspouts to overhang this property line, and may allow footings and rain leaders to intrude below the surface of the same property line. To the extent allowed by the Design Standards and local governmental regulations the adjacent property shall be subject to an easement for such intrusion. However, roofs, gutters, downspouts and rain leaders may not discharge water onto adjacent property.

(g) Townhouse or Row house Roof. If a townhouse or row house wall or parapet is constructed along or very near the property line, the owner of the townhouse or row house to be constructed on the adjacent property shall have the right to flash into the existing building, in accordance with industry standards and in order to make the new building watertight. This right shall include the right to make minor cuts on the existing building and to secure flashing or other materials to the existing building, so long as the structural integrity and watertightness of the existing building is not impaired. The cost for flashing shall be incurred by the owner of the new building, but the maintenance of this connection shall be a shared expense between adjacent property owners.

ARTICLE IV:

Commons

4.1 Title.

(a) Association-Owned Commons. The Association shall hold title to certain Commons or Common Area, including in certain instances Limited Common Area. For those portions of the Commons that consist of easements and other rights, the Association shall be the holder of those rights.

(b) Additional Commons. The Founder may convey to the Association additional Commons that the Association shall accept for maintenance.

4.2 Maintenance; Capital Improvements.

(a) Generally. The Association shall be responsible for the management, control and improvement of the Commons, including the Limited Commons, and shall keep the Commons attractive, clean and in good repair.

(b) Capital Improvements. Subject to design review, the Association may make capital improvements to the Commons and may modify the uses of the Commons. For example, the Association may add new recreational facilities (which improvements must be approved in accordance with the architectural review provisions of the Master Deed Restrictions). Expenses for substantial capital improvements must be approved in accordance with Section 8.6.

4.3 Owners' Easements of Access and Enjoyment.

(a) Commons. The Founder hereby grants and conveys to every Owner a right and easement of appropriate use and enjoyment of the Commons, subject to the Association's right of regulation in accordance with this Declaration and the Founder's right to use the commons as provided in paragraph 4.4 (C), and subject also to any limitations contained in the conveyance of those Commons to the Association. These easements shall be appurtenant to and shall pass with title to every Parcel. Only certain Owners shall have a right of easement and use as to the Limited Commons.

(b) Tenants, Guests. Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations, his right to enjoyment to the Commons to the members of his family, his tenants or his guests who reside on the Parcel or are accompanied by the Owner. The Association may adopt rules to prohibit or restrict use of the Commons recreational facilities by a non-resident Owner whose Residential

Unit has been leased to a tenant, except when the Owner is a bona fide guest of the tenant.

4.4 Use of Commons.

(a) Members' Benefit. The Association shall maintain the Commons for the benefit of its Members.

(b) Non-Members. The Association may permit limited use and access for all or a portion of the Commons that are not dedicated to the public, through the sale of club memberships or other fees. Any such revenue shall benefit the Association.

(c) Open-Air Market and Festivals. The Founder reserves, for itself or its various assigns, the right to use portions of the Commons as an open-air market for the rental of space for pushcarts, kiosks, stands or similar temporary sales structures. Such uses may be for special events or on a recurring or daily basis. Founder also reserves, for itself or its various assigns, the right to use portions of the Commons for festivals or other events intended to enrich and enliven the Neighborhood. Founder further reserves a right of access through the Commons for all such purposes. Founder may, but is not obligated to, assign such rights to the Association at any time.

(d) No Commercial Use. Except as specifically permitted by this Declaration, there shall be no commercial use of the Commons, nor shall the Commons be subdivided or sold. Notwithstanding the foregoing, Founder, during the Development Period, shall have the right to change the use, designation and configuration of the Commons.

4.5 Neighborhood Road Regulation. To the extent permitted by Florence Gardens, the Association may make rules and regulations concerning driving and parking within the Neighborhood, and may construct traffic calming devices as approved by the Design Review Committee, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Neighborhood Roads. To the extent permitted by Florence Gardens and applicable law the Association may enforce any violation in accordance with Section 11.8 and may tow offenders.

4.6 Surface Water or Stormwater Management System. The Association shall have the power and duty to maintain proper drainage within the Neighborhood. In the exercise of this power and duty, the Association shall have a blanket easement and right on, over, under and through the ground within the Neighborhood to maintain and to correct drainage of surface water. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements.

4.7 Damage or Destruction of Commons by Owner. If any Owner or any of the Owner's guests, tenants, licensees, agents, employees or members of his family damages

any of the Commons as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. If the damage was intentional and not the result of a reasonable accident, the cost of repair shall be the responsibility of that Owner and shall become an Individual Parcel Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for intentional damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable.

4.8 Limitation of Liability. Each Owner, by taking title to a Parcel, and the Association by its joinder in the Declaration and each person using any such facility agrees that neither Founder nor any entity designing, constructing, owning, operating or managing the Commons and Limited Commons shall be liable to the Owner or the Association or any invitee of the Owner or the Association for any loss or damage for personal injury, damage to property, trespass or any other alleged wrong attributable to the Commons or the Limited Commons or to the usage thereof. This release of liability shall apply without limitation, to any such claim arising in whole or in part from the negligence of Founder or any other entity or person designing, constructing, managing, operating or owning the Commons and Limited Commons. Each Owner and the Association agree to indemnify and hold harmless Founder and any other entity designing, constructing, managing, operating or owning the Commons and Limited Commons against all claims by their respective guests, invitees or licensees with respect to any claims above described. The provisions of this Section shall apply to the Commons and Limited Commons as originally designed and constructed and as same may be altered in design, layout and construction from time to time.

ARTICLE V:

Neighborhood Planning and Administration of The Design Standards

5.1 Master Deed Restrictions. The Master Deed Restrictions establish the Florence Gardens Design Standards as the guide for all construction within the Master Plan Area and create the Florence Gardens Design Review Committee. All construction or modification of any building or other improvements, any tree removal or landscaping or any material alteration of the topography of any Lot or Commons must be approved in advance by the Florence Gardens Design Review Committee.

5.2 Binding Effect. The Master Deed Restrictions, which are recorded in the public records, are binding upon all of the property in the Master Plan Area. Unless a notice is recorded specifically to the contrary, the submission of additional property to the Declaration for Florence Gardens shall automatically extend the provisions of the Master Deed Restrictions to the additional property.

5.3 Assignment to Association. The Master Deed Restrictions provide for the Founder's enforcement of the Florence Gardens Design Standards during the

Development Period. At the end of the Development Period, the Founder shall assign to the Association its rights to enforce the Florence Gardens Design Standards, as provided in the Master Deed Restrictions. Upon such assignment or if for any reason the Founder is unable or unwilling to perform its powers under Articles I and II of the Master Deed Restrictions, the provisions of Articles I and II of the Master Deed Restrictions shall become part of this Declaration as if originally included. At that time, the Association shall have and assume the responsibility of appointing members of the Florence Gardens Design Review Committee and enforcing all violations of Articles I and II of the Master Deed Restrictions with all of its powers under the Master Deed Restrictions and this Declaration.

ARTICLE VI:

Owners' Association

6.1 Duties. The Association shall maintain, repair and replace the Commons, shall enforce the terms of this Declaration, and shall perform all other duties required by this Declaration or by Mississippi law, and by other government entities having jurisdiction.

6.2 Additional Powers. To the extent permitted by governmental authorities, the Association may, but is not obligated to, and as further limited by exclusive reservations in favor of the Founder, provide the following services or engage in the following activities:

(a) water, sewer, irrigation systems, drainage, telephone, electricity, television, security, cable television or communication lines and other utility services; supply of irrigation water; garbage and trash collection and disposal; laundry equipment or service;

(b) insect and pest control; improvement of vegetation and wildlife conditions; forestry management, pollution and erosion controls;

(c) emergency rescue, evacuation or safety equipment; fire protection and prevention; lighting of Neighborhood Roads which are not dedicated roads or lighting of dedicated roads; restricted or guarded entrances, traffic and parking regulation and security patrols within the Neighborhood;

(d) transportation; day care and child care services; landscape maintenance; recreation, sports, craft and cultural programs; and newsletters or other information services;

(e) maintenance of easement areas, public rights-of-way, sidewalks, drainage areas, traffic signage and other public or private properties located within reasonable

proximity to the Neighborhood if its deterioration would affect the appearance or safety of, or access to the Neighborhood, or as otherwise agreed to by the Association; and

(f) any other service allowed by law to be provided by a homeowners' association organized under the appropriate governing law.

The Board may, by majority vote, initiate or terminate any of the above services, which shall take effect sixty (60) days after notice to the Members, except in an emergency. As determined by the Board depending upon the nature of the service, such additional services may be part of the common expenses of the Association, may be assessed as an Individual Parcel Assessment to affected Parcels, or may be provided on a fee-for-service or other reasonable basis. If requested by petitions signed by at least 10% of the Members, a Neighborhood Meeting may be called and, if a quorum is present, the Board's action to initiate or terminate an additional service under this Section 6.2 shall be repealed by majority vote of the Members. Upon such repeal, the Board may not re-institute or terminate the service for five years unless also approved by majority vote of the Members.

6.3 Contracts. The Association may contract with any party, including the Founder, or any affiliate of Founder or any entity in which Founder owns an interest, for the performance of all or any portion of the management of the Association and its maintenance, repair obligations and other services. The cost of the contracts shall be included within the General Assessment, Special Assessment, or Individual Parcel Assessment as applicable. The Association may require that Owners contract for certain routine yard maintenance, in order to provide a uniform level of care. The Association also may, but is not obligated to, act as agent for an Owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner as an Individual Parcel Assessment. The terms and conditions of all such contracts shall be at the discretion of the Board.

6.4 Membership. The Members of the Association shall be and consist of every Person who is or who becomes, an Owner of record of the title to a Parcel and is included in the definition of an Owner hereunder. When more than one Person owns or holds an interest or interests in a Parcel, then all such Persons shall be Members.

6.5 Action by Members. The Association shall have two classes of voting Members. Class A Members shall consist of all Members, except the Founder. The Class B Member(s) shall be the Founder. Whenever any provision of this Declaration requires a vote of a specified percentage of the voting power of each class of Members, then such provision shall require a separate vote by the specified percentage of the voting power of the Class A Members and by the specified percentage of the voting power of the Class B Members. Whenever any provision of this Declaration requires a vote of a specified

percentage of the voting power of the Members, then such provision shall require a vote by the specified percentage of the combined voting power of all Members.

6.6 Members' Voting Rights . Except as otherwise specifically provided in the Articles or the Bylaws, the voting rights of the Members shall be as follows:

(a) Whenever a vote of the Class A Members is required or permitted under this Declaration, the aggregate voting power of all Class A Members shall be equal to the aggregate number of Lots owned by all Class A Members. Class A Members shall be entitled to cast one vote for each Lot owned by such Class A Members. When more than one Member owns or otherwise holds an interest or interests in a Lot, then the one vote cast for such Lot shall be exercised as such Members shall determine, but in no event shall more than one vote be cast with respect to any Lot except for condominium unit(s) as provided in Section 6.11 hereof. The vote for each Lot may not be divided or fractioned.

(b) Until such time as the Founder executes, delivers and files of record a relinquishment of its voting rights as a Class B Member hereunder, the Class B Members shall be the Founder who shall be entitled to one vote for each Lot owned by Founder and in addition two votes for each one vote of a Class A Member.

6.7 Membership Appurtenant to Real Property . The membership of both the Class A Members and the Class B Member shall be appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of the Lot to which the membership is appurtenant.

6.8 Voting Conflict Between Members . If the title to a particular Lot is owned of record by more than one Member, then the one vote appurtenant to such Lot may be exercised by any one of such Members, unless the other Members who own an interest in such title to the Lot shall object prior to the completion of voting upon the particular matter under consideration. In the event of any such objection, the one vote appurtenant to such Lot shall not be counted.

6.9 Termination and Reinstatement of Class B Members . If on any one or more occasions all Class B memberships should terminate or the Class B Member should relinquish its rights hereunder, and if after any such termination or relinquishment, the Founder, by annexation to the Property in accordance with the Declaration, should add additional property to the Property theretofore subject to the Declaration, then on each such occasion the status of the Founder as a Class B Member shall be fully reinstated with a full vesting of all rights previously relinquished, and following each such occasion, the Founder, or the nominee or nominees, if any, of the Founder, shall continue to be Class B Members with all rights vested herein until such time as the Founder

thereafter relinquishes such rights. Following each such reinstatement of the Class B memberships, for so long thereafter as the Class B memberships shall continue to exist, the Founder, and their nominee or nominees, if any, shall have all rights and powers of Class B membership, as herein provided.

6.10 Other Voting Provisions. The Articles and/or the Bylaws contain other provisions relating to voting rights of Members with respect to matters or issues unrelated to this Declaration, including, but not limited to, the election of individuals to the Board of Directors.

6.11 Condominium Unit(s). In the event a Residential Unit or other improvement constituting a condominium unit(s) is constructed on a Lot, then upon conveyance of the condominium unit(s), each Owner of the condominium unit shall be entitled to one vote appurtenant to such condominium unit; provided, however, in such instance there shall not be a vote appurtenant to the common areas which are a part of such condominium unit(s). In no event shall the total number of votes appurtenant to a Lot upon which condominium units are located exceed the number of condominium units on such Lot. Further, in the event an Owner of a condominium unit on a Lot owns more than one such condominium unit on the same Lot, then such Owner shall be entitled to only one vote for all condominium units owned by such Owner on the Lot.

6.12 Election of Board of Directors.

(a) Procedure. Elections shall be conducted in accordance with the Bylaws and procedures established by the then-current Board.

(b) Initial Selection by Founder; Selection during the Development Period. The Founder shall appoint and remove the initial officers and members of the Board and shall elect the Board during the Development Period. The Founder may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the development period, in which case the Founder reserves the right to record an instrument specifying that, until the time Founder would have been required to end control of the Board, certain actions of the Association or Board must be approved by the Founder before they become effective.

6.13 Classes of Votes.

(a) Intent. It is anticipated that a single Owner, alone or with affiliates, may own condominiums or other Parcels and thereby control a significant number of votes, which could unduly influence the election of owner representatives from the remaining Parcels. Furthermore, if the Neighborhood includes a significant number of apartment units, it is deemed desirable that tenants participate in the operation of the Neighborhood.

(b) Block Vote. If, after the Development Period any Owner, alone or with affiliates, controls at least 20% of the votes of the Association, that Owner shall select

one member or 20% of the Board, whichever is greater, but shall not vote for any other members of the Board. If such Owner controls at least one third of the votes of the Association, that Owner shall select two members or one third of the Owner-selected members of the Board, whichever is greater, but shall not vote for any other members of the Board. In all membership votes other than election of Board members, such Owner shall be entitled to cast votes in the same manner as any other Owner. The Founder shall elect all board members during the Development Period.

(c) Tenants. Tenants within the Neighborhood may at any time form a Tenant Advisory Committee and may elect one delegate as a non-voting member of the Board of the Association. If, after the end of the Development Period the number of rental units equals at least one third of the total Residential Units in the Neighborhood, then the number of directors shall be increased so that tenants may elect one voting member of the Board of the Association.

(d) Calculation. For purposes of paragraph (b), the calculation of numbers of Board members shall not include the tenant delegate. For example, if a condominium or apartment building owner controlled one-third of the votes, the Board could comprise two members elected by the condominium or apartment building Owner, four members elected by other Owners, and one member elected by tenants.

6.14 No Compensation for Directors. Directors shall receive no compensation for their services unless expressly provided for in resolutions adopted by the Members, but may be reimbursed for expenses.

6.15 Additional Provisions. Additional provisions concerning the operation of the Association and the Board are contained in the Articles and Bylaws.

6.16 Limitation of Liability and Indemnification.

The Association shall indemnify every officer, director and committee member, Founder, Founder Members, Founder employees and agents against any and expenses, including counsel fees and expenses, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake or judgment, negligent or otherwise, except for their own individual willful malfeasance, misconduct, illegal activities, or bad faith. The officers, directors or committee members shall have no personal liability with respect to any contract or commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be

exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled.

ARTICLE VII:

Decision Making

7.1 Neighborhood Meeting.

(a) When called. After the Development Period the Neighborhood Meeting shall be called annually for the election of members of the Board, and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members. As a convenient reference and not as a limitation, actions requiring a vote of the Members, or assent in writing, include the following:

Annexation of Additional Property.....	Section 2.3
Repeal of Additional Services	Section 6.2
Election of the Board of Directors	Section 6.12
Approval of General Assessments when increased more than 15%.....	Section 8.4
Ratification of expenditures for capital improvements.....	Section 8.6
Approval of Zone expenses	Section 8.7
Amendment of Declaration.....	Section 13.1
Dedication of the Commons	Section 13.2
Merger into, or Dedication of Commons to, Municipality	Section 13.4
Termination of the Declaration.....	Section 13.5

(b) Quorum. Voting at a Neighborhood Meeting requires presence of members representing the percentage of votes necessary to transact business. The necessary percentage is determined by the Bylaws, and if permitted by the Bylaws and by statute, the Board may revise this percentage from time to time.

(c) Notice. Notice of the meeting must be given to Members in accordance with Section 14.4 ("Notices") and in accordance with the Bylaws. Notice of meetings shall also be posted in at least one place within the Commons.

(d) Proxies; Electronic Voting. To the extent allowed by the Bylaws and statute, proxies and limited proxies may be used to establish a quorum and for voting purposes. To the extent allowed by law and in accordance with procedure that may be adopted in the Bylaws, a quorum may be evidenced, and votes may be cast, by electronic means.

7.2 Action without Meeting. If permitted by the Board, the membership may approve any matter (specifically including the election of directors) by a written vote conducted by mail, by electronic ballot, or by written consent without a meeting. Notice may be

waived in the event of an emergency. Voting or consents shall be in accordance with the Bylaws and statute. Wherever used in this Article, "electronic means" or "electronic ballot" shall specifically include e-mail and, upon approval of the Board, other similar means of communication which may be developed in the future.

7.3 Board Meetings.

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and shall have the authority to act on behalf of the Association and to make all decisions necessary for the operation of the Association, the enforcement of this Declaration and the care of the Commons.

(b) Quorum. Voting at a Board meeting requires presence of at least one-half of the directors, in person or telephone conference or, if allowed by law, by proxy. If permitted by law, any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board. With the approval of all directors, meetings may be conducted by electronic means.

7.4 Record Keeping. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

7.5 Approval. Wherever used in this Declaration, approval by a majority or other proportion of the Members refers to a vote in accordance with this Article, either at a properly called Neighborhood Meeting or through a voting procedure established under Section 7.2. Where the Declaration specifies consent in writing, or request in writing, by a majority or other proportion of all Members, then the necessary number is based on the number of votes represented by the total Membership of the Association, and signatures may be collected without a Neighborhood Meeting or other voting procedure.

ARTICLE VIII:

Association Budget

8.1 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

8.2 Budget Items. The budget shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies, taxes,

licenses, fees and other expenses for the rendering of all services required by this Declaration or properly approved in accordance with this Declaration. The budget may also include reasonable amounts, as determined by the Board, for working capital for the Association and for reserves. If the Commons are taxed separately from the Parcels, the Association shall include such taxes as part of the budget. Fees for professional management of the Association, accounting services, legal counsel and other professional services may also be included in the budget.

8.3 Reserves. The Association may build up and maintain reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget that may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Members. If the reserves are inadequate for any reason, including nonpayment of any Member's assessment, the Board may at any time levy an emergency assessment in accordance with the provisions of Section 10.4 ("Special Assessment"). If there is an excess of reserves at the end of the fiscal year and the Board so determines, the excess may be returned on a prorated basis to all Members who are current in payment of all assessments due the Association, or may be used to reduce the following year's assessments, at the Board's discretion.

8.4 Preparation and Approval of Annual Budget.

(a) Initial Budget. The Founder shall determine the budget for the fiscal year in which a Parcel is first conveyed to an Owner other than the Founder. The Founder is authorized to establish an assessment for the first year and collect same at the closing and conveyance of the Lot to an Owner.

(b) Subsequent Years. Beginning with the year in which a Parcel is first conveyed to an Owner other than the Founder and each year thereafter, at least one month before the end of the fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the budget. At least two weeks before the fiscal year to which the budget applies, the Board shall send to each Member a copy of the budget in reasonably itemized form, which shall include the amount of General Assessments payable by each Member.

(c) Approval. If General Assessments are to be increased to greater than 115% of the previous year's General Assessment which was not a year in which General Assessments were guaranteed in whole or in part by Founder, and petitions signed by at least 10% of all Members request review within thirty (30) days after the budget is delivered to Members, the Board shall call a Neighborhood Meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present and the budget is rejected by

a majority of the Members present. If the budget is rejected, the Board shall approve a new budget within ten (10) days and send a copy to each Member.

8.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year, or review of the budget under paragraph 8.4 (C), shall not waive or release a Member's obligation to pay General Assessments whenever the amount of such assessments is finally determined. In the absence of an annual Association budget each Member shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

8.6 Capital Improvements. Any substantial capital improvement to the Commons approved by the Board must be ratified by a majority of the Members. If the substantial capital improvement is approved by the Members, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment. A capital improvement shall be considered substantial if the cost to the Association of the improvement is more than six percent (6%) of the Association's annual budget, or if, when added to other capital improvements for the fiscal year, totals more than ten percent (10%) of the Association's annual budget. However, any repair or replacement of existing improvements shall not be considered a capital improvement. Approval of the Florence Gardens Design Review Committee is required for all capital improvements. This section shall not limit the right of the Founder to make improvements to the Commons.

8.7 Zone Expenses.

(a) Capital Improvements. Any Zone may, by two-thirds (2/3) vote of the Members within that Zone and approval of the Board, vote to assess themselves for capital improvements to Commons which will primarily benefit that Zone.

(b) Additional Services. Any Zone may, by majority vote of the Members within that Zone and approval of the Board, vote to assess themselves for maintenance or services in addition to those normally provided by the Association.

(c) Combined Zones; Smaller Groups. Zones may be combined or join together for such assessments. If more than one Zone is to vote, the Board shall determine whether approval and assessment is to be by Zone or by the combined group of Zones. If a group smaller than a Zone wishes to be assessed for capital improvements or services, all of those being assessed must agree to the assessment.

(d) Assessment Levy. Any assessment so approved shall be assessed to all Owners within that Zone or designated group as an Individual Parcel Assessment. Assessments may be collected at the time of the sale to the first non-Founder owner.

(e) Limited Common Area Assessment. Notwithstanding anything contained herein to the contrary, the Owners located adjacent to or affected by the Limited

Common Area shall be subject to and pay a Limited Common Area Assessment for the cost of maintenance of the Limited Common Area and related expenses. This Limited Common Area Assessment is automatic and can not be waived or voted out by the Owners.

8.8 Accounts. Reserves shall be kept separate from other Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

ARTICLE IX:

Allocation of Expenses

9.1 Generally. The common expenses of the Association shall be generally allocated among Parcels on a pro-rata basis, with each Parcel responsible for and being assessed an equal amount for the General Assessment. This method of assessment shall apply to residential Lots in the Neighborhood upon which are built individual residential units. Parcels which consist of other types of residential units such as apartments or condominiums may be assessed in a different manner, as determined and set forth in a Supplemental Declaration within which condominiums, apartments or other such uses are planned. Founder shall in its sole discretion set and determine the method and allocation of Assessments for such other uses in said Supplemental Declarations.

9.2 [Intentionally Deleted]

9.3 Special Use Parcels. Assessments for Special Use Parcels shall be determined by the Founder based on the anticipated use of the parcel.

9.4 Exempt Parcels. Parcels that are used by non-profit entities primarily for the benefit of residents of the Neighborhood may have a zero allocation, at the discretion of the Founder. The Founder may grant such exempt status of record at any time up to and including the time of conveyance of the parcel to someone other than the Founder. Once granted, such exempt status shall continue so long as the use of the Parcel remains substantially the same. The Association also has the authority to grant exempt status for qualified entities upon terms and conditions established by the Association.

9.5 Additional Property. If Parcels of substantially different size or use are created within Additional Property, the Founder may by Supplemental Declaration establish a different relative value for those Parcels based on a reasonable determination of the expected usage levels consistent with the determination for other properties within the Neighborhood. If individual Residential Units which are within primarily commercial portions of the Master Plan Area are added and the property surrounding such units is not

added, the amount of assessments to be paid by such units may be reduced, based upon a reasonable estimate of the units' usage of the Commons.

ARTICLE X:

Covenants for Maintenance Assessments

10.1 Obligation for Assessments. The Founder, for each Parcel or Lot owned within the property submitted and subject to this Declaration or Supplemental Declaration hereby covenants for each subsequent Owner, and each Owner of any Parcel or Lot by acceptance of a deed or other transfer instrument, whether or not it shall be so expressed in such instrument, is deemed to covenant and agree to pay to the Association the following (to be known collectively as "Assessments"):

- (a) General Assessments for expenses included in the budget,
- (b) Special Assessments for the purposes provided in this Declaration,
- (c) Individual Parcel Assessments for any charges particular to that Parcel, including, but not limited to assessments for use and maintenance of Limited Common Area, and
- (d) other Assessments as allowed in the Declaration,

together with a late fee and interest, as established by the Board, and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full. The assessment may be collected at the time the Lot is conveyed to the Owner or non-Founder party or entity.

10.2 Allocation of Common Expenses. Expenses shall be allocated among the Parcels on a pro-rata basis as provided in Article IX ("Allocation of Expenses").

Notwithstanding any provisions in this Article to the contrary, Founder, so long as it owns a Lot shall have a choice of payment of its share of the Assessments. It may in its sole determination either (a) pay the difference in the amount of the receipts due from Owners and the amount of the actual costs of operations, or (b) it may pay the full annual Assessment for each Lot it owns.

In the event that any financial deficiency occurs in the operation of the Association as a result of the non-payment of Assessments by Owners who owe the Assessment but have

not paid them, the Founder may, but is in no way obligated to do so, advance these sums temporarily to the Association. In such event, the advance will be considered a loan from the Founder and the Association and each Owner and Member of the Association is liable for the repayment of that loan on terms acceptable to the Founder including reasonable interest

10.3 General Assessments.

(a) Establishment by Board. The Board shall set the date or dates such assessments become due and may provide for collection of assessments annually or in monthly, quarterly or semiannual installments. Notwithstanding the foregoing, the Founder may set, estimate and collect assessments at the time of the conveyance of a Lot or Parcel to an Owner in the manner as set forth below.

(b) Date of Commencement. The annual General Assessments shall begin on the day of conveyance of the first Parcel to an Owner other than the Founder. The initial Assessment on any Parcel subject to assessment shall be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the pro-rata share of the annual General or Special Assessment charged to each Parcel, prorated to the month of closing.

10.4 Special Assessment. In addition to the General Assessment, the Board may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four succeeding years as follows:

(a) Capital Improvements. Any substantial capital improvement that has been approved in accordance with Section 8.6 ("Capital Improvements") or any capital improvement not required to be approved by the Members may be paid by Special Assessment.

(b) Emergency Assessment. By a two-thirds (2/3) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration or the law requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

10.5 Individual Parcel Assessments. The Association may levy at any time an Individual Parcel Assessment against a particular Parcel for the purpose of defraying, in whole or in part, the cost of any special services to that Parcel, for expenses approved by that Zone in accordance with Section 8.7, or any other charges designated in this Declaration as an Individual Parcel Assessment, including charges relating to use and maintenance of Limited Common Area.

10.6 Capital Contribution. At the closing and transfer of title of each Parcel to the first Owner other than the Founder or the builder, and at all subsequent transfers of title, the purchaser of the Parcel shall contribute an amount equal to at least six months of annual Assessments. The exact amount of the capital contribution shall be determined by the Founder during the Development Period and the Board thereafter. This capital contribution, which shall be enforceable in the same manner as an Assessment, shall be deposited in the general funds of the Association for capital expenses of the Association and for working capital for the Association, and shall not be considered a pre-payment of Assessments. This capital contribution is separate and apart from Assessments. The Founder may also determine to collect tax assessments as a lump sum or other method

10.7 Effect of Nonpayment of Assessment; Remedies

(a) Personal Obligation. All Assessments, together with any late fee, interest and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Parcel at the time when the assessment was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Parcel. Notwithstanding the foregoing, the Founder's Members shall not be held personally liable for any Assessment Charge owed by the Founder.

(b) Creation of Lien. The Assessment Charge shall also be charged on the land and shall be a continuing lien upon the Parcel against which the Assessment Charge is made, which may be enforced upon recording of a claim of lien. This lien, in favor of the Association, shall secure the Assessment Charge which is then due and which may accrue subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure. Any subsequent owner of the Parcel shall be deemed to have notice of the Assessment Charge on the land, whether or not a lien has been filed. Notwithstanding the foregoing, any Assessment Charge due on any property owned by Founder shall not be a lien and may not be enforced upon recording of a claim of lien.

(c) Suit for Payment; Foreclosure of Lien. The Association and/or Founder may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Parcel.

(d) Other Remedies. The Association and/or Founder have the right to assess fines and suspend the voting rights and right to use of the Commons by an Owner for any period during which any Assessment against his Parcel remains unpaid. The Association and/or Founder may bring such action at law or in equity or both as shall allow for the

complete enforcement of this Declaration. Notwithstanding the foregoing, Founder may not lose the right of use of any of the Commons for itself, its employees or agents.

10.8 Transfer Fee and Certificate of Payment. Upon the sale or other transfer of any Parcel (other than the sale of Parcel by the Founder) there shall be paid to the Association a "Transfer Fee" equal to one dollar (\$1.00) for every ten thousand dollars (\$10,000.00) of the purchase price of the Parcel (including the cost of the improvements constructed thereon). This Transfer Fee shall be remitted to the Association immediately following the closing of the sale or other transfer of a Parcel, together with the full name and address of the new Owner of the Parcel.

Also, prior to the sale of any Parcel in the Neighborhood, the closing attorney or other party handling the closing of the sale and purchase must contact the Association to determine the status of the Assessments against the property and similar matters and to receive a certificate of payment. This procedure must be followed for any sale or transfer of a Parcel in the Neighborhood.

The treasurer of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board stating whether any assessments are paid to date by that Owner. Such certificate, when co-signed by the secretary of the Association, may be relied upon by a good faith purchaser or mortgagee as conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XI:

Use of Parcels

The following covenants are designed to protect the quality of life for all Owners within the Neighborhood and to set a standard for reasonable cooperation within the Neighborhood.

11.1 Permitted Uses.

(a) Determination. Permitted uses for Parcels, which may include residential use, civic use or retail, office, restaurant, hotels, bed and breakfasts, health spas, private clubs, recreational use or other commercial use, shall be determined based on the Florence Gardens Design Standards and the plat, subject to the zoning requirements of the appropriate governmental agency or entity. At the Founder's discretion, the Founder shall make the determination of record at the time of the Parcel's addition to the Neighborhood, or at any time up to and including the time of conveyance of the parcel to someone other than the Founder. If the Founder fails to make such a determination of record, the Florence Gardens Design Standards, or the approval of the Building or modification under this Declaration, may describe permitted uses.

(b) Home-based Businesses. Unless prohibited by law, home-based businesses that do not generate significant noise, odor, parking problems, increased traffic or which encourages vehicles other than automobiles (as defined herein), shall be

permitted in any residential area. Signage for home-based business shall be regulated under the Florence Gardens Design Standards. The type of home-based business allowed and/or encouraged in Florence Gardens shall be determined by the Board of Directors in its sole discretion. The Board's decision is final, not appealable to any court or other authority and may be arbitrary and capricious.

11.2 Prohibited Uses.

(a) Nuisances. No nuisance or other use that creates an unreasonable disturbance shall be permitted on any Parcel. The Association and/or Founder may from time to time define and determine unacceptable uses.

(b) Insurance. Nothing shall be done or kept on any Parcel or the Commons that will increase the rate of, or result in cancellation of, insurance for the Commons or any other Parcel or its content, without the prior written consent of the Association.

(c) Soliciting. The Association may regulate or prohibit soliciting within the Neighborhood.

(d) Time Sharing. No time-share ownership of Parcels is permitted without the Association's approval. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Parcel under which the exclusive right of use, possession or occupancy of the Parcel circulates among the various owners on a periodically reoccurring basis over a scheduled period of time. Leasing a building or ownership of a Parcel by a corporation, partnership or other entity or by not more than four individuals or married couples will not normally be considered time-share ownership, unless otherwise determined in the Association's sole discretion.

11.3 Attractiveness and Safety of Parcels.

(a) Generally. Each Owner shall keep all parts of his Parcel in good order and repair and free from debris. The Florence Gardens Design Standards or the Association may regulate placement and maintenance of garbage and trash containers and fuel or gas storage tanks (including the prohibition of such tanks), and other matters affecting the attractiveness or safety of Parcels.

(b) Signage. Except for uniform mail boxes and address numbers approved by the Association and such signs as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted in or on the dwelling, the Parcel or any improvement on the Parcel, including "For Sale" or "For Lease" signs of the Owner or realtor representing an Owner. Builders or realtors of builders of newly constructed dwellings may place "For Sale" signs on the designated property of a design and size individually and specifically approved by the Association. Inappropriate signs or signs not in good repair will be removed by the Association. The

Association may change sign design requirements at any time.

Notwithstanding the foregoing, the restrictions of this Section shall not apply to Founder, its agents and affiliates during the Development Period.

The Association shall have the right to erect reasonable and appropriate signs on any portion of the Common Area and within those easement areas established under the Declaration including but not limited to speed limit signs, directional signs and no parking signs.

(c) Parking and Vehicles.

(i) No Parking Zone. The Neighborhood has been designed with a roadway system that minimizes the impact on the natural beauty of the Property, therefore on-street parking at any times throughout the Neighborhood is prohibited. Additional off-street guest parking will be provided by the Founder at selected locations throughout the Property. In addition, for large private gatherings, guests of Owners may request approval of the Association to reserve and use designated parking areas developed with the Common Facilities. Failure to conform to the no-parking areas will be a violation of the Declaration. Notwithstanding the foregoing, Founder during the Development Period and the Association after the Development Period may provide rules and guidelines concerning temporary parking for contractors, builders and their vendors while constructing, remodeling or performing maintenance on Owner's houses or the Commons.

(ii) Parking for Residential Units. Each single family Residential Unit to be constructed on a Lot having an area greater than 12,000 square feet shall provide for enclosed (garage) parking for a minimum of two automobiles. Each single family attached Residential Unit and each single family detached Residential Unit to be constructed on a Lot having an area of 12,000 square feet or less shall provide for enclosed (garage) parking for a minimum of one automobile. Off-street parking shall be required for each Residential Unit. The number of off-street parking spaces, excluding the use of the driveway that provides access to the garage(s), will be a minimum of two on each Lot having an area greater than 12,000 square feet, and one on each Lot having an area of 12,000 square feet or less. Anything to the contrary notwithstanding, the Founder or the Design Review Committee may increase the enclosed parking or off-street parking requirements on any Residential Unit.

The Committee will have the authority to consider variances to the number of enclosed parking spaces and off-street parking spaces on Lots that it deems to have unusual circumstances or where it believes in its sole opinion that the required parking standard will contribute to a poor design solution for the Lot.

Owners and their guests must park in their provided off-street parking or may park in spaces as provided within the Common Areas if prior approval has been obtained from the Association.

(iii) Other Motorized Vehicles. The Board shall have authority to promulgate rules and regulations to govern the parking upon any Lot, on the street or within any portion of the Commons of motor homes, tractors, trucks (other than three quarter ton and small pickup trucks which are considered automobiles) commercial vehicles of any type, campers, motorized campers, trailers, boats and other water craft, boat trailers, ATV's, motorcycles, motorized bicycles, motorized go-carts, or any other forms of transportation devices (collectively "Other Motorized Vehicles"). Furthermore, although not expressly prohibited hereby, the Board may at any time, promulgate rules and regulations banning Other Motorized Vehicles or any specific type included in the definition of Other Motorized Vehicles from being kept, placed, stored, maintained, or operated upon any portion of the Property. Any Motorized conveyance that cannot be licensed for use on public streets will be prohibited from use on all streets and Common Areas for the Neighborhood.

(iv) Restrictions on the Use of Certain Vehicles. All Terrain Vehicles, four wheelers, motorized go-carts and other similar vehicles may not be ridden anywhere on the Property. Motorcycles, use for transportation, may be ridden from the entrance to their destination and parked and must be equipped with a muffler.

(v) Repair of Vehicles. Owners, their tenants and Invites shall not repair or restore any vehicle of any kind upon which any Lot, Residential Unit, or within any portion of the Commons, except within enclosed garages or workshops or for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(d) Sports Equipment. Play structures, such as basketball hoops and backboards and swing sets, must be kept in good repair and may be limited, in accordance with the Florence Gardens Design Standards, to back yards or alleys. Large play structures such as skateboard ramps that are visible from outside the Parcel may be prohibited.

11.4 Leasing. Residential Parcels or separate Residential Units within a Parcel, such as an outbuilding, may be rented by the owner, subject only to applicable law and to reasonable rules and regulations as promulgated by the Association, which may be modified from time to time. The Association may establish a minimum lease term of at least six months. The Association may prohibit the leasing of any Residential Unit while the Owner is in default in the payment of Assessments. If the Residential Unit is leased in violation, the Association may attach rentals and may evict the tenant as if it were a tenant violation hereunder.

11.5 Pets. Pets may be kept by an Owner on his Parcel but only if such pets do not cause an unsafe condition or unreasonable disturbance or annoyance within the Neighborhood in the sole determination of the Association. Each Owner shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of his pets. The Association reserves the right to regulate the number, type and size of pets (specifically including particular breeds of dogs deemed to create unreasonable danger); to prohibit the keeping of animals other than customary household pets, which it may define, acting reasonably; to designate specific areas within the Commons where pets may be walked and to prohibit pets on other areas; to require pets to be on leash; and to restrict the rights of tenants to keep pets.

11.6 Temporary Structures; Camping. The Florence Gardens Design Standards may prohibit or regulate construction trailers, tents, shacks, barns, sheds or other structures of a temporary character that are visible from outside the Parcel. However, reasonable, occasional use of tents for festive occasions or children's backyard camping is part of life and should be enjoyed. In addition, the Association or Founder may permit the use of tents, trailers and other temporary buildings on the Commons or elsewhere within the Neighborhood during art festivals, craft fairs, block parties and other special events which are encouraged, subject to regulation by the Florence Gardens Design Standards. No other camping is permitted within the Neighborhood unless designated campgrounds are added to the property.

11.7 Outside Burning. Exterior fires are prohibited at all times. No Owner shall permit any condition upon its Property which creates a fire hazard or is in violation of fire prevention regulations. Notwithstanding the foregoing, the restrictions of this Section shall not apply to the Founder relative to the Founder's development activities on the Property including but not limited to the construction of roadways and Commons and the installation of utilities services.

11.8 Exterior Lights. The design and location of permanent exterior lighting and other types of landscape lighting shall be subject to the approval of the Design Review Committee. Neither these nor any other illumination devices shall be located anywhere on the structure or grounds of any Lot in such a manner to adversely illuminate or affect the nighttime environment of any adjoining Property. The Design Review Committee will promulgate rules and regulations concerning the temporary use of exterior lights for seasonal occasions. Each single family residential unit shall include one or more natural gas fueled coach lights at the front entrance of the residential unit. The design and location of the coach light(s) shall be subject to the applicable provisions of the Design Standards.

11.9 Hazardous Materials. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or Association rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not

limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner, his family, his tenants, or invitees shall knowingly use, generate, manufacture, store, release, dispose of, transport to or from or permit to exist in, on, under or about his Lot, the Commons or any portion of the Property and Hazardous Materials except in compliance with the Environmental Laws.

11.10 Rules and Regulations.

(a) Generally. The writing of rules is one way to address specific issues that arise within the Neighborhood. The Association and/or Founder may adopt or amend rules and regulations interpreting or expanding upon the basic principles of this Article and other portions of this Declaration. Rules should strive to address the problem in the least restrictive way. The Board should review the Rules and Regulations regularly and remove or amend those that are unnecessary or overly restrictive.

(b) Effect. Rules and Regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested by at least 25% of the Members, a Neighborhood Meeting may be called and any Rule or Regulation may be repealed by majority vote of the Members.

(c) Notice. A copy of the Rules and Regulations adopted from time to time shall be posted in a conspicuous place within the Neighborhood or furnished to each Owner.

(d) Responsibility. Each Owner and the Owners' family members, guests and tenants are required to abide by the covenants contained in this Declaration, which are covenants running with the land, and any Rules and Regulations adopted by the Association. Each Owner is responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner.

11.11 Enforcement. In order to enforce the Declaration, the Board may take any of the following actions:

(a) Fines. The Board has the right to assess fines up to the maximum allowed by law and may restrict the resident's use of the Commons for up to sixty (60) days or until the violation is remedied, whichever is longer. However, the primary goal of this chapter is not to punish but to resolve problems. The Association may suggest or approve agreements and withhold the requirement of paying a fine if the agreement is honored. Fines shall be charged against the Parcel as an Individual Parcel Assessment. Any fines collected shall be contributed to the general fund of the Association.

(b) Pets. If the Board finds that a pet causes an unsafe condition or

unreasonable disturbance or annoyance, it may require the resident or Owner to take steps to cure or limit the offensive condition. If such steps are ineffective, if the resident or Owner fails to cooperate or if the pet is considered to create an unsafe condition or unreasonable disturbance or annoyance, the Association may require that an Owner or resident permanently remove the pet from Florence Gardens.

(c) Corrective Action for Parcel Maintenance. If the Board determines that any Owner has failed to maintain any part of a Parcel (including the yard and any wall, fence, or building for which the Owner is responsible) in a clean, attractive and safe manner, in accordance with the provisions of this Declaration, Florence Gardens Design Standards and applicable Rules and Regulations, the Board shall notify the Owner of its findings and may assess fines. If the violation continues for ten days after notice to the Owner, the Association shall have the right without liability to enter the Parcel to correct, repair, restore, paint and maintain any part of such Parcel and to have any objectionable items removed from the Parcel. The Board may reduce or eliminate the time for notice if it believes the condition creates a hazard. All costs related to such action are to be assessed to the Owner as an Individual Parcel Assessment.

(d) Tenant Violations. If after notice to both the tenant and the Owner and opportunity for a hearing the Board determines that a tenant has violated this Declaration or Rules and Regulations, the Association may assess fines against the Owner. In addition, if the violation continues for ten days after notice to the Owner of the findings, or if the tenant materially violates the same covenant more than once in any one-year period, the Association shall have the right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged to the Owner as an Individual Parcel Assessment.

(e) Additional Remedies. All remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the covenants contained in this Declaration, including the right to an injunction. The Association, the Founder and their successors and assigns shall have the right to bring such action at law and/or in equity so as to afford the aggrieved party a proper remedy. The party adjudicated at fault shall pay all costs, expenses and fees incurred in enforcing this Declaration or any Declaration contemplated herein.

ARTICLE XII:

Insurance

Insurance is essential to protect the interests of the various Owners and to assure that funds will be available for rebuilding after a casualty. However, because insurance costs may increase significantly or new types of coverage made available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

12.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once each year. Insurance can protect the Association's assets and financial security. However, insurance is a large, and sometimes volatile, item on the Association's budget. At least once each year, the Board should review types of insurance and terms and limits of coverage for insurance held by the Association. Changes in replacement costs or anticipated liabilities can make old insurance inadequate. In rare cases, if coverage becomes too expensive, the Association may make a decision to drop certain coverage or to take a higher deductible. In any event, the Board is expected to exercise the "prudent person" principle in determining how to deal with insurable risks of the Association.

12.2 Severability of Interest. Whenever practical, insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement that prevents the insurer from denying the claim of an insured because of negligent act of other insured.

12.3 Types of Insurance. The Association should consider the following types of coverage:

(a) Casualty Insurance. The Board should consider whether the Commons include structures or other improvements that can and should be insured against casualty loss. Certain improvements, such as green space or landscaping, may not be insurable. However, buildings or other structures usually are insurable. Endorsements for fire and extended coverage, vandalism, malicious mischief, flood (if in a flood-prone area) and windstorm should be obtained where available at reasonable cost. Coverage should be in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy or "agreed amount" insurance should be obtained.

(b) Public Liability. The Board may obtain public liability insurance in such limits as the Board determines, insuring against liability arising out of, or incident to, the ownership and use of the Commons and any topographic conditions or water access located on or adjoining Florence Gardens. At the Board's discretion, such coverage may include easements, such as walkways.

(c) Director Liability Insurance. The Board may obtain liability insurance insuring against loss for actions taken by members of the Board, officers of the

Association and advisory members in the performance of their duties. The Board may also obtain fidelity insurance or bonding for Board members, officers and employees.

(d) Other Coverage. The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law and such other insurance as the Board may determine or as may be requested from time to time by a majority vote of the Members.

12.4 Parcel Coverage. Each Owner shall obtain casualty insurance for improvements on the Parcel. If available at reasonable cost, the policy shall name the Association as an additional insured. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Parcel. If requested by the Association, an Owner shall provide evidence of such insurance to the Association.

12.5 Repair and Reconstruction after Fire or Other Casualty.

(a) Commons. If fire or other casualty damages or destroys any of the improvements on the Commons, the Board shall arrange for and supervise the prompt repair and restoration of the improvements unless the area is to be redeveloped as provided in Section 13.3 ("Redevelopment"). The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

(b) Parcel Improvements. If fire or other casualty damages or destroys a Building or any other improvements on a Parcel, the Owner of that Parcel shall immediately proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Florence Gardens Design Review Committee or the area is to be redeveloped as provided in Section 13.3. If the Owner fails to clean and secure a Parcel within 30 days after a casualty, the Association may, in accordance with the provisions of paragraph 11.9(C) ("Corrective Action for Parcel Maintenance"), remove debris, raze or remove portions of damaged structures and perform any other clean up the Association deems necessary to make the Parcel safe and attractive. The cost of such clean-up shall be assessed to the Parcel Owner as an Individual Parcel Assessment.

ARTICLE XIII:

Amendment, Redevelopment and Termination

Property Owners should be able to rely on the Declaration and the general principles it states. Amendment should not be easy except in cases where Founder deems it necessary during the Development Period. However, new solutions will be proposed from time to time to make the Association operate more efficiently or to adjust to changing conditions. Where clearly to the Neighborhood's benefit, these new provisions should be incorporated into the Declaration.

When, over long periods of time, conditions change so that redevelopment is necessary, the Declaration allows for a unified plan of redevelopment and compensation for affected owners.

13.1 Amendment.

(a) By Members. This Declaration may be amended at any time by an instrument signed by the president or vice president and secretary of the Association, certifying approval in writing by Parcel Owners representing sixty seven percent (67%) of the votes in the Association.

(b) By the Founder. During the Development Period the Founder specifically reserves the absolute and unconditional right to amend this Declaration without the consent or joinder of any party (i) for any reason prior to December 31, 2007, (ii) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (iii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iv) to comply with governmental requirements, or (v) to clarify the Declaration's provisions, correct errors or modify same due to market conditions.

(c) Limitations. Whenever any action described in this Declaration requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Founder may not be amended without the specific written consent of the Founder.

(d) Recording. Any amendment shall take effect upon recording in the public records.

13.2 Dedication.

(a) Neighborhood Roads. If any portion of the Neighborhood Roads has not previously been dedicated to the public, the Founder or Association shall have the right to

convey title to or dedicate the Neighborhood Roads to the appropriate public agency or authority.

(b) Commons. All other Commons may be dedicated to the public by the Founder during the Development Period and by the Board upon consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes in the Association after the Development Period.

(c) Alleys; footpaths. At least twenty (20) years from the recording of this Declaration, if the Association determines that it no longer wishes to maintain all or some of the alleys or footpaths between Parcels, the ownership of such alleys or footpaths may be divided evenly between the adjacent Parcel Owners, with the consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes in the Association. The property shall be subject to an easement for any then-existing utilities, and an easement may be reserved for continued use of the alleys or footpaths if required by the approving Owners.

(d) Necessary Approval. Any dedication or conveyance described above is subject to acceptance by the applicable governmental agency.

13.3 Redevelopment.

(a) Purpose. If the Neighborhood should ever be struck by a natural disaster or other casualty, all or a portion of the Neighborhood might be destroyed and need to be rebuilt. In general, after any casualty loss, improvements are to be rebuilt in accordance with the original plan. Alternatively, this section provides a method for redevelopment in accordance with a new plan when Parcel Owners representing sixty seven percent (67%) of the votes in the Association, the Founder and a majority of the mortgagees agree that it is necessary and desirable to do so. This super-majority approval is designed to protect individual property owners' rights and expectations in their property. However, when such consensus is achieved, this section allows redevelopment, while continuing to protect the dissenting owners by assuring payment to them of fair market value, plus a relocation allowance. The same method may be used when, after long periods of time, changing uses and conditions make redevelopment desirable. The requirements of this section are not applicable to vacant land, Lots or Parcels owned by the Founder.

(b) Definitions. Redevelopment is the process of rebuilding all or a portion of the Neighborhood, known as a Redevelopment Area, in accordance with a revised Florence Gardens Design Standards, combined with the offer to purchase the property of any dissenting Parcel Owners. A Redevelopment Area must be a defined, logical section for redevelopment comprising a Zone or Zones, or the entire Neighborhood. The plan may allow buildings that are currently in serviceable condition to remain but require that such buildings, if rebuilt or remodeled in the future, to be rebuilt in accordance with the redevelopment plan. The plan for redevelopment may include termination of the

Declaration for the Redevelopment Area. If the Declaration is terminated for a Redevelopment Area, the Founder may sell or donate to the Owners within the Redevelopment Area the Commons located there, reserving access and use easements as appropriate.

(c) Redevelopment; When Available. Redevelopment shall be available only upon the occurrence of one of the following:

(i) Any time after thirty (30) years from the recording of this Declaration, or

(ii) Upon a casualty loss destroying at least two-thirds, by value, of the insurable improvements, either within the entire Neighborhood, or within a Redevelopment Area. If the necessary approvals are not obtained within ninety (90) days after the casualty, the damage must be repaired in accordance with Section 12.5 ("Repair and Reconstruction after Fire or Other Casualty").

(d) Approvals. After the Development Period, redevelopment requires the consent in writing of Parcel Owners representing sixty seven percent (67%) of the votes within the Redevelopment Area and mortgagees holding mortgages on a majority, by assessment interests, of the Parcels encumbered by such mortgages. If the plan is approved, consenting Owners must rebuild in accordance with the redevelopment plan, and, unless the plan provides otherwise, must participate in the purchase of dissenting Owners' Parcels. Prior to the end of the Development Period redevelopment also requires the approval in writing of the Founder, which may be granted or withheld in its sole discretion.

(e) Redevelopment Corporation. The plan may include formation of a redevelopment corporation or other entity to purchase the Parcels of dissenting Owners. Unless otherwise agreed, the consenting Owners would be required to contribute to the capital of the redevelopment corporation in proportion to their General Assessments, as a portion of all consenting Owners. The plan may authorize the Association, on behalf of the redevelopment corporation, to collect the Owners' shares as an Individual Parcel Assessment.

(f) Option to Purchase. Upon approval of the redevelopment plan, the redevelopment corporation or other designee of the consenting Owners shall deliver an option to purchase to all remaining Owners of Parcels within the Redevelopment Area. The option to purchase must be delivered in person or by registered mail to each Owner of a Parcel to be purchased. The recipient of such an option shall, within 30 days, choose either to join the consenting Owners, or to sell the Parcel to the consenting Owners. Failure to agree to the sale within 30 days shall be deemed to be agreement to join the consenting Owners. The sale price shall be paid in cash or upon terms approved by the

seller, and the sale shall be closed in a timely fashion following determination of the sale price.

(g) Price. The price for each Parcel to be purchased shall be its fair market value determined by agreement between the seller and the designee of the consenting Owners within 30 days of the delivery or mailing of the notice. In the absence of agreement, the purchasing Owners and the selling Owners shall each select a real estate appraiser, which appraiser shall then choose a third appraiser, and the purchase price shall be the average (mean) of the three appraisals. The fair market value of the property shall be determined in its present, as-is condition, subject to the Declaration, and the seller shall be entitled to any insurance proceeds attributable to that Parcel distributed on account of the casualty loss. The expense of the appraisals and all closing costs shall be paid by the purchaser.

(h) Relocation Allowance. In addition to the purchase price, the purchaser shall pay to the seller a relocation allowance of five percent (5%) of the purchase price.

(i) Enforcement. A judgment of specific performance of the purchase based upon the determination of the price by the appraisers and any other relief at law or in equity may be entered in any court of competent jurisdiction.

(j) Limitation. Redevelopment shall be subject to applicable zoning and other governmental regulation. If necessary for this section's validity under the Rule Against Perpetuities or similar law, this option shall expire 90 years from the time of recording of this Declaration, or whatever greater time period allowed by law.

13.4 Formation of Municipality. If all or substantially all of Florence Gardens is incorporated as a municipality or other local government unit, the following would apply:

(a) Merger of Association. Members of the Association may, by majority vote, dissolve the Association or, if allowed by law, merge the Association into the municipality. Upon such dissolution or merger, all the Commons shall be dedicated to the public and the municipality shall have all the rights and obligations of the Association provided by this Declaration.

(b) Dedication without Merger. Alternatively, Owners could approve by majority vote a plan by which Commons are dedicated to the public, but the Association would retain some of its powers and duties, such as architectural review and enforcement of the covenants and restrictions.

(c) No Dedication. If no dedication is approved, the Association and Commons shall be maintained without change.

13.5 Duration; Termination. The covenants and restrictions contained in this Declaration shall run with and bind the Neighborhood and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within the Neighborhood, their respective legal representatives, heirs, successors or assigns for sixty (60) years, and shall be automatically extended for each succeeding ten year periods unless an instrument signed by Owners representing 90% of the votes in the Association and the Founder shall have been recorded, agreeing to terminate the Declaration as of a specified date.

This Declaration may also be terminated in any of the following ways:

(a) Unanimous Consent. The Declaration may be terminated at any time by the consent in writing of all Owners and the Founder.

(b) Dedication of Commons. The Declaration may be terminated by consent in writing by Parcel Owners representing sixty seven percent (67%) of the votes in the Association and the Founder, if the Commons have been accepted for dedication or taken by eminent domain by the appropriate unit of local government (except that alleys or footpaths between two Parcels may be divided evenly between the adjacent Parcel Owners in accordance with Section 13.2).

(c) Redevelopment. The Declaration may be terminated for all or a part of the Neighborhood in accordance with the redevelopment provisions of Section 13.3.

13.6 Re-recording. Unless this Declaration is terminated, the Association shall re-record this Declaration or other notice of its terms at intervals necessary under Mississippi law to preserve its effect.

13.7 Condemnation. If all or part of the Commons is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

ARTICLE XIV:

General Provisions

14.1 Interpretation.

(a) Construction. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Neighborhood as a Neighborhood of the highest quality. The italicized portions at the beginning of each Article, if any, and all headings

are intended to state the purposes for the provisions that follow and may be used as an aid to interpretation. However, if the italicized portion conflicts with the operative provision, the operative provision shall govern.

(b) Governmental Regulation. All provisions of this Declaration, including without limitation modifications to the Master Plan and redevelopment provisions, shall be subject to applicable government regulation or agreements.

14.2 Invalidity. The invalidity of any part of this Declaration shall not impair or affect the validity or enforceability of the rest of the Declaration, which shall remain in full force and effect.

14.3 Enforcement of Declaration.

(a) Enforcement. Suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulations, the Association, the Founder or any Owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association.

(b) No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so at any time thereafter.

(c) Association's Legal Fees. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, whether or not suit is brought, may be assessed as an Individual Parcel Assessment to the Owner against whom such action was taken.

14.4 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Parcel and, if different, to the last known address of the person who appears as Owner of the Parcel as that address is stated on the records of the Association at the time of the mailing. If the Owner has given approval, notice may be given by electronic means to an address provided by the Owner.

14.5 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

14.6 Consent of Mortgagees.

(a) When Consent Required. This Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by a mortgage on a Parcel. Accordingly, no amendment or modification of this Declaration specifically impairing such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of Mortgagees as provided in subsection (b). This section shall not be construed, however, as a limitation upon the rights of the Founder, the Association or the Members to make amendments that do not adversely affect the Mortgagees.

(b) Percentage Required. Wherever consent of the Mortgagees is required, if any, it shall be sufficient to obtain the written consent of Mortgagees holding a lien on one-half or more of all Parcels encumbered by a mortgage. Specifically, there is no requirement to obtain the consent of mortgagees to amend, alter or change this Declaration.

(c) Timely Response. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within 30 calendar days of receipt of request for consent shall be deemed given.

14.7 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Mississippi.

14.8 Sidewalks and Walking Trails. Owners are responsible for the construction of sidewalks or walking trails where such sidewalks or walking trails abut the street side boundary line(s) of the Owner's Lot or are incorporated into an easement within the Lot as shown in the plans for the Neighborhood. Completion of the sidewalk or walking trail shall correspond to the completion of the driveway for the Lots and shall be built in strict conformance with the Design Standards and construction plans developed under the direction of the Founder or Design Review Committee. If the acceptance of the sidewalk or walking trail maintenance and repair is made by the Association, City of Gulfport, or other governmental agency having jurisdiction, the Owner's responsibility to keep the sidewalk or walking trail in repair shall be terminated.

14.9 Residential Unit Sizes and Setbacks.

(a) The minimum square feet of heated living area to be contained within any Residential Unit or any Lot shall not be less than 1100 square feet if one level Residential Unit and 1400 square feet if a multi level Residential Unit. The Founder, in its sole discretion, may increase or decrease the minimum square feet of heating living area by Zone ,street or by groups of contiguous parcels or on the Additional Property as it is developed by recording an amendment to the Declaration reflecting the change; or in the

alternative, the Founder may enforce the minimum square feet by the use of deed restrictions on individual Lots.

(b) Any building setback dimensions that violate the ordinances or other regulations established by the City of Gulfport or other governmental agency having jurisdiction will require a variance from the City or governmental agency having jurisdiction which variance may not be granted; however, in no event, except as provided in (c) below, shall any Residential Unit or other building be erected on any Lot nearer than three feet from the Lot line, ten feet from the rear lot lines or three feet from the side lot lines except for Residential Units constructed as attached single family structures or zero lot line structures which set backs may be zero feet. On corner lots, the set back on the side yard adjacent to the street must be a minimum of ten feet.

(c) For some Lots, neighborhoods or streets in the Neighborhood it may be impossible or inadvisable to enforce the above stated set back requirements due to the natural terrain, lot configurations, proximity of adjacent structures or other considerations that the Design Review Committee deems appropriate. Therefore, notwithstanding anything else herein to the contrary, the Design Review Committee or the Founder may establish or approve specific deviations (both increases and decreases) to said set back requirements which it believes to be beneficial to a specific Lot, neighborhood, street or on the Additional Property as it is developed by recording an amendment to the Declaration reflecting the change; or in the alternative by the use of deed restrictions on individual Lots.

14.10 Venue. Any disputes, legal matters or arbitration shall be conducted or litigated in Harrison County, Mississippi

(Signature Page Follows)

In witness whereof, the Founder has executed this Declaration as of the day and year first above written.

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By: _____
Martin C. Goldin, Manager

The undersigned Owners of certain Lots or Parcels in Florence Gardens do hereby execute this Declaration as of the day and year first above written to indicate their consent to and agreement with the terms, conditions and provisions thereof and to bind and subject their property to this Declaration.

C A Brown Developments, Inc.
a Mississippi corporation

By: _____
Craig A. Brown, President

L. J. & L. Enterprises, Inc.,
a Mississippi corporation

By: _____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By: _____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By: _____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Martin C. Goldin, duly identified before me, who acknowledged that he is Manager of Florence Gardens, LLC, a Mississippi limited liability company, and that for an on behalf of said limited liability company, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Craig A. Brown, duly identified before me, who acknowledged that he is President of C A Brown Developments, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Randall J. Cofield, duly identified before me, who acknowledged that he is President of L. J. & L. Enterprises, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Joan Cravens, duly identified before me, who acknowledged that she is President of Joan Cravens, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, she executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named David B. Sellers, duly identified before me, who acknowledged that he is President of Harbor Oaks, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

Florence Gardens Phase 1-A, a subdivision according to the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi in Plat Book 46 at Page 17, reference to which is hereby made in aid of and as a part of this description.

Florence Gardens Phase 1-B, a subdivision according the map or plat thereof which is on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi in Plat Book 47 at Page 8, reference to which is hereby made in aid of and as a part of this description.

Prepared By and Return to:
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Indexing Instructions:
Florence Gardens Phase 1-A, Plat Book 46 at Page 17
Florence Gardens Phase 1-B, Plat Book 47 at Page 8
Harrison County, Mississippi



FLORENCE GARDENS

Master Deed Restrictions

Florence Gardens, LLC, a Mississippi limited liability company to be known as the "Founder," establishes these Master Deed Restrictions ("Master Deed Restrictions") on the 31st day of March, year of 2006. These Master Deed Restrictions are filed in lieu and in place of the Declaration of Covenants, Conditions and Restrictions for Florence Gardens, which were filed in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi on July 19, 2005 as Instrument Number 2005 17258 D. The aforesaid Declaration of Covenants, Conditions and Restrictions for Florence Gardens is hereby cancelled and terminated and of no further force of effect. C A Brown Developments, Inc., a Mississippi corporation, L. J. & L. Enterprises, Inc., a Mississippi corporation, Joan Cravens, Inc., a Mississippi corporation, and Harbor Oaks, Inc., a Mississippi corporation, are each the Owners of Lots or Parcels in Florence

Gardens and have joined in the execution of these Master Deed Restrictions to indicate their agreement with and consent to the terms, conditions and provisions hereof and to bind and subject their property to these Master Deed Restrictions.

STATEMENT OF PURPOSE:

A. The Founder is developing upon real property in Harrison County, Mississippi, a new neighborhood development to be known as Florence Gardens. If all phases are completed, Florence Gardens would eventually comprise approximately 355 acres (the "Master Plan Area"), including the property described on Exhibit A.

B. This development is intended to establish pedestrian-friendly neighborhoods through the design of a range of lot sizes, narrower streets, sidewalks, and, in some areas, rear garage access through the use of alleys. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, the Florence Gardens design is intended to mix, in part, commercial and residential uses in a way which provides the essentials of life and enlivens the community.

C. Detailed guidelines, to be known as the Florence Gardens Design Standards, or simply the Design Standards, regulate setbacks, porches, outbuildings, building materials, construction and design and other matters essential for the creation of outdoor and civic spaces and an attractive neighborhood. Each Parcel owner, by constructing a building in accordance with the Florence Gardens Design Standards, helps form the outdoor spaces of this community, which will enhance the value of all property within Florence Gardens.

D. A community is formed when buildings are built and occupied. To establish a community of residents and to create a streetscape of buildings, rather than empty Lots, Founder wishes to require each Parcel owner to build a building within a certain time limit.

E. To ensure the proper application of the Florence Gardens Design Standards and to further the development of the community, Founder wishes to subject each deed for property within the Master Plan Area to certain deed restrictions, the acceptance of which, by acceptance of a deed, shall be considered to be part of the grantee's consideration for each Parcel.

F. While the rights reserved by this instrument shall initially be reserved to the Founder during the development period and until all of the Master Plan Area has been sold by Founder, it is intended that certain rights be conveyed to the Associations, so that the plan of architectural control will be continued throughout the lifetime of the community. The Development Period shall commence with the filing of the Master Deed

Restrictions and continues so long as Founder owns any property, Lot or Parcel in the Master Plan Area.

IMPOSITION OF DEED RESTRICTIONS:

The Founder hereby subjects to these deed restrictions all property within the Master Plan Area described on Exhibit A (and, in accordance with Section 1.2, any additional property which is subject to these Master Deed Restrictions), including each separately conveyable parcel ("Parcel") which has been platted or which shall be platted, and all common areas ("Commons") and limited common areas ("Limited Commons") created or to be created. These Deed Restrictions shall run with the land and be binding upon each owner of the Parcel, and the owner's heirs, successors and assigns (together, the "Owner") and upon the Association, whether or not these Deed Restrictions are individually recorded or noticed with each deed. All property within the Master Plan Area shall be sold, held and conveyed subject to the terms, conditions, rights, reservations and obligations set forth herein which shall run with the land and be binding on all parties owning any part, Parcel or Lot in Florence Gardens.

ARTICLE I:

Definitions

1.1 Generally. The following definitions apply wherever the capitalized terms appear in these Master Deed Restrictions or in any Declaration, unless the Declaration provides a definition specific to that Declaration. To aid in understanding the relationships between terms, terms are grouped functionally. Additional terms which apply only to one article or section will be defined as they appear.

1.2. Documents.

(a) Master Plan. The Master Plan is the plan or layout for the development of the Master Plan Area. The Master Plan is subject to change.

(b) Master Deed Restrictions. These Master Deed Restrictions, which apply to all deeds and conveyances granted within Florence Gardens, are intended to ensure the proper application of the Design Standards during the development stage and to impose other restrictions designed to further the development of Florence Gardens. The reference to a deed herein shall refer to a deed as the context may require.

(c) Declaration. Each "Declaration" shall be a Declaration of Charter, Easements, Covenants and Restrictions, which provides for the ongoing operation and

maintenance of a portion of Florence Gardens. The Neighborhood (as defined in 1.4 Land Definitions, below) will have its own separate Declaration, which will be recorded after these Master Deed Restrictions. Other portions of Florence Gardens, including mixed use and commercial development may have a separate Declaration as well. The "Declaration" does not refer to the Declaration of Covenants, Conditions and Restrictions for Florence Gardens recorded on July 19, 2005, which has been terminated and is of no further force or effect.

(d) Supplemental Declaration. A "Supplemental Declaration" is an instrument which may be recorded by the Founder, the Association or, with the approval of the Founder or the Association, the owner of the property, all in accordance with the applicable Declaration provision to make additional property subject to any such Declaration.

(e) Design Standards. The "Design Standards" or "Florence Gardens Design Standards," as further described below in Section 3.1, regulate land use, architecture and environment within Florence Gardens.

1.3 Parties.

(a) Founder. The "Founder" is Florence Gardens, LLC, a Mississippi limited liability company, its successors and assigns. The Founder may also be an Owner for so long as the Founder is record owner of any Parcel. Founder may also refer to Founder's successors and assigns if Founder so designates.

(b) Association. As further described in Section 1.6, the Neighborhood Declaration shall establish an "Association" whose members are the Owners of Parcels within the land subject to the Declaration. The Town Center Declaration may also establish an Association or other management entity. Each Association may accept title to and own land within the Master Plan Area designated as Commons and be responsible for maintaining it and enforcing the Declaration. It is contemplated that there may be other Associations including, but not limited to condominium Associations. The term "Association" herein may refer to both the singular and the plural, as the case may be.

(c) Owner. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Parcel or Lot. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.4 Land Definitions.

(a) Florence Gardens. "Florence Gardens" is all of the property made subject to the Master Deed Restrictions. Florence Gardens initially comprises the Master Plan Area; however, additional land may be added at any time in accordance with the terms of the Master Deed Restrictions.

(b) Master Plan Area. The "Master Plan Area" comprises approximately 355 acres, including the property described as Exhibit A to these Master Deed Restrictions, intended for development as a single, unified traditional neighborhood development.

(c) Neighborhood. The "Neighborhood" shall be the primarily residential District of Florence Gardens, which shall be subject to the Neighborhood Declaration sometimes referred to as the Declaration of Charter, Easements, Covenants and Restrictions for the Residential Neighborhood.

(d) District. A "District" is a general type of land use within the Master Plan Area such as Neighborhood (residential) and Town Center (mixed used and commercial). Other Districts may include apartments, condominiums or other land uses. Each District may be subject to a separate Declaration at the sole option of the Founder.

(e) Town Center. The "Town Center" or other name that is adopted by the Founder is intended to be the mixed-use and commercial District of Florence Gardens and, if developed, may be subject to a separate Declaration at the sole option of the Founder.

(f) Commons. "Commons" or "Common Areas" comprises real property or property interests within the Neighborhood, Town Center or other Districts designated as Commons, Common Areas or identified as common area on any plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. Commons also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons.

(g) Limited Commons. "Limited Commons" or "Limited Common Area" is a particular type of Commons which comprises real property within a District designated on a plat or specifically conveyed to the Association for the common use and enjoyment of only certain Owners of Lots located adjacent to the Limited Common Area. The Association agrees to maintain, or is required by the Declaration to maintain, such Limited Common Area and shall assess the affected Lot Owners only for the cost of maintenance of said Limited Common Area. Said affected Lot Owners shall pay the cost of maintenance of same as a form of Special Assessment.

(h) Zone. "Zones" are smaller contiguous areas within Florence Gardens of distinct character, building type or within a specific location. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone. Zones will be established or created at the sole discretion of the Founder.

(i) Lot. A "Lot" is a parcel of land intended for a single building, or a building and an outbuilding. Ordinarily, Lots are designated as numbered or lettered, separately identifiable parcels on the recorded subdivision plat of Florence Gardens, or, for unplatted areas, as shown on a site plan of property offered for sale as a part of Florence Gardens. A Lot may contain condominiums, apartments, commercial or other mixed use designations whose owners may form their own association.

j) Parcel. A "Parcel" is the smallest portion of land which may be separately conveyed. Most Parcels will be designated as numbered, separately identifiable Lots on the recorded subdivision plat which encompasses the Parcel. Once improved, the Parcel includes any buildings or other permanent improvements. Each condominium unit shall be considered a Parcel; if a portion of the building has not been declared into condominium ownership, that portion of the building shall be considered an additional Parcel.

The Founder may redefine Parcels prior to sale to third parties by dividing or combining Parcels or portions of Parcels or adjusting the boundary of a Parcel. The Founder may designate Parcels for residential, commercial, mixed use, condominium or other such land use.

(k) Property. "Property" as used sometimes herein shall be the land subject to these Master Deed Restrictions as same may be amended from time to time. The initial Property is described on Exhibit "A" attached hereto and made a part hereof by reference. The Property size and configuration may be amended by annexation, sale, addition, supplement or deletion in the discretion of Founder.

(l) Special Use Parcel. A "Special Use Parcel" is a Parcel of unconventional size, shape, location or use which calls for special design considerations. Typically, a Special Use Parcel will be used for commercial, educational or institutional purposes, multi-family residential or community or recreation facilities. Other uses are permissible in the discretion of the Founder.

(m) Residential Unit. A "Residential Unit" is any separate dwelling and ordinarily includes a kitchen. A Residential Unit shall include a detached single-family home, townhouse or other attached dwelling (such as each half of a duplex unit), an

apartment or condominium unit, and a residential dwelling within a mixed-use building. Residential Units may be established at the discretion of the Founder.

(n) Condominium. "Condominium" means that form of ownership of property under which units of improvements are subject to ownership by different owners and there is appurtenant to each unit as part thereof an undivided share in the common areas. The Founder for itself and its successors and assigns may establish Parcels or Lots as condominiums in any Zone or District.

(o) Fines. "Fines" or fines constitute a lien and are enforceable in the same manner as assessments.

1.5 Design Review Definitions.

(a) Design Review Committee. The "Design Review Committee" is the panel established by these Master Deed Restrictions to administer the Design Standards.

(b) Design Standards. The "Design Standards" establishes the plan for the development of Florence Gardens through its regulation of land use, architecture and environment, as further described in Section 3.1. The Design Standards do not need to be recorded to be effective but shall be available from the Design Review Committee. The Design Standards may be changed from time to time by the Founder or the Design Review Committee.

(c) Development Period. The Development Period begins immediately upon recording of this instrument and continues until

(i) six months after the Founder neither owns any of Florence Gardens nor holds any property for sale within Florence Gardens in the normal course of business; or

(ii) the Founder terminates its rights concerning the Development Period by written, recorded notice.

During the Development Period, the Founder shall select the members of the Design Review Committee, and shall have the right to amend, alter and change the Master Deed Restrictions or any other document, Declaration, rule, or guideline at any time without the consent of any person, party or entity.

1.6 Association Definitions.

(a) Association. Any District Declaration shall each establish an entity to maintain the portion of the Commons contained within the area made subject to the

respective Declaration, and to enforce the Declaration. To accomplish this each District Declaration shall establish an "Association" whose members are the Owners of Parcels within the land subject to that Declaration. The Town Center Declaration or other commercially oriented Districts may establish either an Association or a management entity. When used in this instrument, the term "Association" may include such an entity, unless the context requires otherwise. The name of the Association is as provided in the applicable Declaration.

(b) Member. Each Owner is a "Member" of the Association, as provided in the Declaration.

(c) Board. "Board" is the Board of Directors of the Association.

(d) Articles. "Articles" are the Articles of Incorporation of the Association.

(e) Bylaws. "Bylaws" are the Bylaws of the Association.

(f) Community Meeting. The "Community Meeting" is the public meeting of Members for discussion and voting, as described in the applicable Declaration.

(g) Assessments. "Assessments" is the collective term for the following Association charges:

(i) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses.

(ii) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, or for Zone charges.

(iii) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements or emergency expenses.

(iv) Other Assessments. Other Assessments may be charged as provided in these Master Deed Restrictions or in the applicable Declaration.

ARTICLE II: | Development
| Plan

2.1 Mixed Use.

(a) Separate Declarations. The Founder intends to develop residential, condominium, rental apartment, mixed-use and commercial Districts within the Master Plan Area, all of which are intended to be an integral part of the community. These Districts will each be submitted and subject to separate Declarations to provide a standard of maintenance, to adopt covenants and restrictions for use of the property, to establish budgets, and to establish for each an Association or other management entity.

(b) Cooperation. Operation of Florence Gardens will require cooperation between the District Associations or other management entities including any merchants' associations, if any. It is anticipated that the entities will meet on a regular basis to discuss activities and common concerns.

2.2 Property Subject to Master Deed Restrictions.

(a) Initial Property. Property subject to these Master Deed Restrictions shall be known as "Florence Gardens," and shall consist initially of the Master Plan Area.

(b) Additional Property. The Founder may, from time to time in its sole discretion, add any qualified property to Florence Gardens ("Additional Property") by the recording of a supplemental instrument submitting the qualified property to these Master Deed Restrictions. Any of the following properties, if owned by the Founder, or a related or affiliated entity (or with the consent of the owner and the Founder), shall be considered "Qualified Properties":

(i) property, any portion of which is within one mile of any portion of Florence Gardens, whether or not contiguous (including property separated from Florence Gardens by a public street, body of water or other property); or

(ii) any other property with a reasonable relationship to Florence Gardens as determined by Founder.

(c) Withdrawal of Property. Property may be removed from these Master Deed Restrictions with the consent of the Founder and the owners of all property within the property to be withdrawn, along with any necessary governmental approvals.

2.3 Submission of Property to Declaration. The Founder intends that any property within Florence Gardens which is conveyed or leased to a party other than the Founder be made subject to a Declaration. If through error a Declaration is not recorded prior to, or at the time of, such a conveyance, the Founder shall have the right to record a corrective instrument imposing upon such property a plan for assessments and use restrictions consistent with that agreed between the parties in the purchase and sale

agreement or other instrument, or, if no such agreement exists, consistent with other similar property within Florence Gardens.

2.4 Master Plan. The Master Plan and conceptual drawings represent the current intent of the Founder for the development of Florence Gardens. However, the Master Plan and conceptual drawings are subject to change and may be modified based on market conditions, governmental or engineering requirements, changing land use conditions and other modifications which may be made as development progresses all at the sole discretion of Founder.

ARTICLE III: | Design Standards

3.1 Establishment of Design Standards. The Founder has established the Design Standards, which comprises the following, all as may be amended from time to time:

(a) The Architectural Regulations, which guide the design of buildings and other “vertical” improvements and describe the materials of which these improvements may be constructed; and

(b) Landscape Regulations, which regulate erosion control, stormwater detention, irrigation, landscape lighting, preservation of existing trees, the planting of new trees and plants, walkways, pathways, gardens and any other such “horizontal” improvements.

(c) Design Review Procedures which describe the review process for compliance with all of the above.

In addition, the Founder shall promulgate a Master Plan and the Founder and/or the Design Review Committee shall promulgate such other rules and regulations regarding setbacks, Lot coverage and other matters.

All construction within the Master Plan Area shall comply with the Design Standards in effect at the time of the submittal, unless a variance is granted as provided herein.

3.2 Permitted Uses. Permitted uses for Parcels, which may include residential use, civic use, recreational use or retail, office, mixed use, restaurants, schools, private clubs, hotels, bed and breakfasts or other commercial use, shall be determined based on the Design Standards and the terms of the applicable Declaration. At the Founder’s discretion, the Founder shall record the determination of permitted uses at the time of the Parcel’s addition to Florence Gardens, or at any time up to and including the time of conveyance of the Parcel to someone other than the Founder. If the Founder fails to make

such a determination of record, the Design Standards, or the approval of the building or modification under Article IV, may describe permitted uses. Uses may be revised by modification of the Design Standards in accordance with Section 3.4; however, no such modification shall require the removal or cessation of a legally existing use on a particular Parcel without the Parcel Owner's consent.

3.3 [Intentionally Deleted]

3.4 Modification of the Design Standards. With the consent of the Founder, the Design Review Committee may revise any part of the Design Standards from time to time for any of the following reasons:

- (a) To make changes which the Design Review Committee believes will better accomplish the objectives of Florence Gardens;
- (b) To include new materials or techniques deemed to be suitable to Florence Gardens;
- (c) To adjust for market conditions; or
- (d) To recognize changing land use conditions over time, both from within and outside Florence Gardens.

3.5 Applicable Governmental Codes. It is the intent of the Founder that the Design Standards be consistent with all applicable requirements of state and local law. In the event of a conflict, Founder and the Design Review Committee shall be afforded the opportunity to attempt to resolve the issue with the applicable agency and, if necessary, revise the Design Standards.

ARTICLE IV: | Review
Procedure

4.1 Design Review Committee. The Design Review Committee shall have a minimum of three members as follows:

(a) Founder's Appointees. The Founder shall appoint all of the members during the Development Period, as defined in Section 1.5. Founder's appointees shall serve at the pleasure of the Founder.

(b) Association's Appointees. At the sole discretion of the Founder during the Development Period, The Neighborhood, Town Center and any other District Associations may be permitted to appoint one or more members who are not affiliated with the Founder to the Design Review Committee. Such appointees, if permitted by Founder, shall vote on matters based upon the authority granted them by the Founder.

After the Development Period, assuming that a Town Center Association and other District Associations are formed, the Neighborhood Association shall appoint members to the Design Review Committee who are not Owners within the Town Center or any other Districts. The Neighborhood will retain the voting power of sixty percent (60%) of the total members of the Design Review Committee. The Town Center Association shall appoint members with the voting power of twenty percent (20%) of the total members' voting power. The other District Associations shall collectively by any method they agree appoint members with the voting power of twenty percent (20%) of the total members' voting power, each voting their respective percentages either as a block or by individual Association as they determine in their sole discretion. In the event that there is only other District Associations or the Town Center Association in effect at end of the Development Period, but not both, then the Neighborhood will retain the voting power of eighty percent (80%) until such time as there are either a Town Center or other District Associations established at which time the Neighborhood Association's voting power will be reduced to sixty percent (60%).

Any of the Town Center and District Associations may establish a Design Review subcommittee of the Design Review Committee that has powers established in this Article IV. Membership of the respective Design Review subcommittees must include the voting members of the Design Review Committee who are members of a District Association.

4.2 Construction Subject to Review.

(a) Parcels. Prior to construction, the Design Review Committee must review and approve construction plans, the contractor and/or builder, and specifications for all improvements on any Parcel within the Master Plan Area. No construction on any Parcel shall begin and no improvements on any Parcel shall be modified except in accordance with an approved plan. Once a plan is approved, any modification to that plan, or any modification to the finished Parcel, must also be reviewed and approved. Also, if following approval there is a change in designers, architects or builders, or the Parcel is sold to another party, then the new parties are subject to the same obligations as set forth herein and the new designer, architect or builder must be acceptable to the Design Review Committee.

(b) Commons. Construction of any structure upon the Commons (other than initial construction by the Founder), or modification of any existing structure, as well as any material alteration of the landscaping or topography of any Commons, must be approved in advance by the Design Review Committee.

(c) Scope. The Design Standards shall set standards for all aspects of the Parcel visible from the outside, including without limitation the size, shape and architectural style of the building, its roof, windows, doors, porches and other components, placement on the Lot, fences, walls, outbuildings, drainage, paving and landscaping and all finish materials. The Design Standards may also regulate the type, placement and number of residential or business units that may be constructed on a Parcel and the uses to which those units may be put. Review shall include materials and color selection and selection and placement of any ornamentation or functional accessories, including but not limited to the following:

- (i) materials and color selection for the main building and any outbuilding (including roof, doors, windows and trim);
- (ii) driveways, walks, patios and other ground surface materials;
- (iii) antennas, satellite dishes or receivers, solar panels or other devices which are visible from outside the Parcel;
- (iv) fountains, swimming pools, whirlpools or other pools;
- (v) privacy walls or other fences and gates;
- (vi) awnings, flower boxes, shelves, statues, or other outdoor ornamentation, and window coverings visible through the window;
- (vii) construction trailers or other trailers, temporary structures, tents, shacks, and sheds;
- (viii) signage of any type; and
- (ix) permanent or semi-permanent play equipment, whether or not secured, such as tree houses, basketball hoops and backboards, and backboards, skateboard ramps and swing sets.

The listing of a category does not imply that such construction is permitted.

(d) Exception. Interior construction and modifications not affecting the external structure or appearance of any building are not subject to review. However, construction drawings are required as part of the review process to assist in interpreting the design. Anything to the forgoing notwithstanding, the Founder and the Design Review Committee each has the authority to require and enforce certain energy efficient standards and security and communication standards and modify those standards from time to time in its sole discretion.

(e) Trees. The Design Review Committee may require the relocation and replanting of trees which must be removed for construction. If particularly significant trees are found within the building setback lines, the Design Review Committee shall determine whether the placement of the building should be altered to accommodate the trees, or whether the trees may be removed. Setback lines, easements and right of ways

may be altered by the Founder or the Design Review Committee to accomplish the foregoing.

(f) Drainage. The Property has been designed as a low impact development which provides, among other things, for bio-retention cells and swales to facilitate surface water management. All plans shall comply with applicable drainage, water conservation, erosion control and storm water detention requirements. No alteration of existing grade or any planting, fences or other improvements which alter the flow of water shall be permitted without the express consent of the Design Review Committee. Notwithstanding the above, or anything contained herein, the Design Review Committee, the Founder, and the Associations shall not be liable for any adverse physical conditions, drainage, soil or other issues relating to a Lot or Parcel and construction or development thereon, nor are the Design Review Committee, the Founder and the Association liable to repair any such conditions.

(g) Modifications. Modifications after completion of construction, or additions or changes to the approved plans during construction must be reviewed and approved. However, review is not required to paint with originally approved materials and colors, or to replace the roof or other components with duplicates of the original material. Significant new landscaping, grading and any removal or substantial pruning of trees or plants must be approved in advance.

(h) Sidewalks. The Master Plan provides for a "Walkway System" within the Property. Portions of the Walkway System will be located in the rights of way adjacent to the front and side property line of Parcels or within the boundaries of the Parcels. The Founder will design the Walkway System which might include a hard walking surface, landscaping, irrigation, lighting and benches, among other improvements. The Founder will provide to the Owner of each Parcel a specific design for the segment of the Walkway System that will be located on or adjacent to any portion of his/her Parcel. Each Owner will be responsible for the cost of the construction and installation of the Walkway System adjoining his/her Parcel and will be required to construct the improvements upon demand by Founder and/or the Design Review Committee according to the approved plans and specifications designed by Founder.

4.3 Review Procedure.

(a) Application. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all materials and colors, (ii) elevations of all proposed improvements (iii) proposed clearing, grading and landscaping, and (iv) all other items required by the Design Review Committee. Plans and specifications for review shall be submitted in the form required by the Design Review Committee.

(b) Uniform Procedures. The Design Review Committee may establish forms and procedures for the review of applications, including review costs and fees, if any, to be paid by the applicant. The Design Review Committee may provide lists of approved materials and may allow for staff review and approval of routine or minor matters.

(c) Basis for Decision. Applications shall be approved or denied based upon compliance with the provisions of the Design Standards and overall quality of design. If the Design Review Committee rejects an application due to overall design quality, despite compliance with the Design Standards, the Design Review Committee shall make suggestions for improving the design.

(d) Variances. The Design Review Committee may grant variances from the Design Standards based on existing topographical or landscape conditions, existing trees, or architectural merit. Any such variance must be in writing. Approval of a variance does not constitute a precedent for other applications, and such requests may be arbitrarily denied.

(e) Notification; Construction; Inspection. The Design Review Committee shall make best efforts to notify the applicant of its decision within the time allowances set out in its Design Standards and/or other rules and regulations promulgated by the Review Board. However, a delay in reviewing an application shall not be deemed approval for construction. If approval is given, construction of the improvements may begin. All construction must comply with the submitted plans. The Design Review Committee or its agent may inspect the property during construction but has no obligation to make any such inspection.

(f) Completion. When the primary building and landscaping are completed in substantial compliance with the approved plans and specifications and within the time limits described in Article V, the Design Review Committee shall issue a Certificate of Substantial Conformance. The Certificate shall describe any areas of deficiency that need to be corrected. All Fines and other enforcement shall be waived so long as the deficiencies are corrected within sixty (60) days. All Fines constitute a lien and are enforceable in the same manner as an assessment. Upon correction of all deficiencies, the Design Review Committee shall issue a Certificate of Completion and Release in recordable form.

(g) Governmental Compliance. Owners are responsible for making sure that construction conforms to governmental regulations and all local building codes. The Design Review Committee is not responsible under any circumstances for any non-compliance by Owner with respect to governmental requirements.

4.4 Approval of Architects, Builders.

(a) Generally. The creation of the Florence Gardens streetscape depends on the quality of design and construction and adherence to the Design Standards. While architects, designers and builders may be selected by the Owner, at the sole option of the Founder, which privilege may be withdrawn or modified on all or portions of the Property at any time, no architect, designer or builder may be used without the express written consent of the Founder or the Design Review Committee. Approval of architects, designers and builders is necessary to insure quality construction and a reasonable spirit of cooperation. The Founder or the Design Review Committee will publish applications, rules and procedures governing the approval of architects, designers and builders from time to time.

(b) Architects. Architects must be approved by the Founder or the Design Review Committee before submitting plans on behalf of his Owner/client. Approval shall be based on quality of past work, client satisfaction and understanding of, and willingness to work within, the Design Standards, all as determined in the Founder's and Design Review Committee's sole discretion.

(c) Builders. Builders must be approved by the Founder or by the Design Review Committee before building in Florence Gardens. Approval may be withheld for any reason or no reason in their sole unfettered discretion. Approval shall be based on willingness to build in accordance with approved plans and specifications, quality of past work, client satisfaction and financial history. Builders must agree to comply with construction regulations and build in accordance with the approved plans and specifications. Builders may be required to post a deposit for compliance and damages. Failure to comply may result in Fines, forfeiture of the deposit and revocation of the right to build in Florence Gardens.

4.5 Enforcement.

(a) Fines. The Design Review Committee may require the builder or Owner to post a deposit from which the Design Review Committee may deduct Fines for failure to comply with the approved plans and specifications, tree regulations and rules for builder conduct. The collection of a Fine shall not in any way diminish the available remedies at law or equity.

(b) Suit Permitted. If any construction is begun which has not been approved or which deviates from approved plans and specifications, the Design Review Committee, the Founder or the Association may require the Owner to resolve the dispute

through binding arbitration or may bring suit seeking damages, specific performance, declaratory decree and/or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association. If suit is brought and the court finds that the construction was not approved or that the construction deviated from the approved plans or specifications, then the party bringing suit shall also be awarded reasonable attorney's fees, costs and expenses even if the relief requested is not granted.

(c) Trees. Improper cutting, removal, lack of care or intentional damage to existing trees is subject to fines plus a requirement that the tree be replaced with an approved species of comparable caliper, or, if approved by the Design Review Committee, a combination of trees totaling the caliper of the removed tree. Fines shall be set by the Design Review Committee.

(d) Drainage. After reasonable notice (except in an emergency), the Founder or the Association shall have the right to enter onto a Parcel and correct improper grading or other modification to the Parcel which causes drainage problems. Such corrections shall be made at the cost and expense of the Owner of the Parcel, who shall promptly reimburse the Founder or the Association, as applicable. The Parcel shall be subject to a lien for the cost if not paid. The Founder or the Association, as applicable, shall not be required to repair or replace landscaping or other improvements after such action.

(e) No Waiver. Failure to enforce any provision of these Master Deed Restrictions shall not be deemed a waiver of the right to do so at any time thereafter. Variances from the Design Standards may be granted in particular circumstances; however, such variances shall not create a precedent for other applications. The Founder or its assignee shall have the unfettered right to interpret the Design Standards.

4.6 Liability. The Design Review Committee may act in its sole discretion in approving or disapproving all plans and specifications submitted to it. Neither the Design Review Committee, nor any individual member thereof, shall be liable to any person for any official act of the Design Review Committee in connection with submitted plans and specifications, except to the extent the Design Review Committee or any individual member thereof acted with malice or wrongful intent.

Approval by the Design Review Committee does not necessarily assure approval by the appropriate governmental authority. Notwithstanding that the Design Review Committee has approved the plans and specifications, neither the Design Review Committee nor any of its members, nor the Founder, shall be responsible or liable to any Owner, builder, contractor or any other party with respect to any loss, liability, claim or expense which may arise by reason of such approval or failure to approve.

Neither the Association, the Design Review Committee or any agent thereof, the Founder or any of its partners, employees, agents or consultants shall be responsible in any way for defects in any plans or specifications submitted, including drainage, revised or approved in accordance with the provisions of the Design Standards, nor for any structural or other defects in any work done according to such plans and specifications. In all events, the Design Review Committee shall be defended and indemnified by the Association in any such suit or proceeding.

No approval of plans and specification and no information in the Florence Gardens Design Standards shall be construed as representing or implying that such plans, specification or standards will, if followed, result in a properly designed Residential Unit or other structure. Such approvals and standard shall in no event be construed as representing or guaranteeing that any residence will be built in a good workmanlike manner.

4.7 Town Center. If a Town Center is developed, the Founder, during the Development Period, or the Town Center Association, after the Development Period, may at any time establish a separate Town Center Design Review Subcommittee, which shall operate in the same manner, and have the same powers, as the Design Review Committee established by these Master Deed Restrictions but which shall have jurisdiction over only that property within the Town Center. During the operation of such Town Center Design Review Subcommittee, the original Design Review Committee shall continue to be the Design Review Committee for Florence Gardens and shall continue to review and approve any construction or modification within the Neighborhood, while any construction or modification within the Town Center must be reviewed and approved by the Town Center Design Review Committee but shall not be required to be reviewed or approved by the Design Review Committee except that the Design Review Committee shall have final authority over all matters that relate to enforcement of the intent of Founder's Statement of Purpose for Florence Gardens, and to the extent that any matters addressed by the Town Center Design Review Subcommittee shall conflict with the Founder's Statement of Purpose, in the sole opinion of the Design Review Committee, the Design Review Committee shall have final authority over those matters. If the Founder or Town Center Association fail to establish such a Town Center Design Review Subcommittee, or if such board ever ceases operation, then all construction or modification within the Town Center shall be subject to review by the original Design Review Committee.

4.7a. Other Districts. Any Districts established by the Founder shall, for design review purposes, be entitled to the same method of autonomy for design review authority as the Town Center and may establish a Design Review Subcommittee. In such cases the

District Design Review Subcommittee and the Design Review Committee shall have the same scope of authority and rights as provided in 4.7, above.

4.8 Financial Support. The Associations shall pay the professionals and staff reasonable compensation for serving on the Design Review Committee, as determined from time to time by the Board. All members and all professionals and staff shall be compensated for expenses. The Associations shall set the Design Review Committee's review fees to cover all or part of the expected cost of its operation. If fees do not cover the cost, the Association shall fund the deficit. Fees shall not be intended to create a surplus, other than an ordinary operating fund for the Design Review Committee to which any excess fees shall be contributed. The Design Review Committee may employ personnel or contract with individuals or companies as necessary to assist in the review process.

4.9 Environmental Protection. To secure the natural beauty of the Property, the Design Review Committee may promulgate and amend from time to time rules and regulations which will govern activities which may, in its judgment, be hazards or threats to the environment including but not limited to such items as the application of certain fertilizers, pesticides or other chemicals. Failure of any Owner or tenant of Owner to comply with the requirements of such rules and regulations shall constitute a breach of this instrument. The Design Review Committee may further prohibit or restrict the introduction, planting or cultivation of vegetative species that the Design Review Committee in its sole discretion considers invasive or otherwise undesirable.

Areas determined to be jurisdictional wetlands by the US Army Corps of Engineers will be designated on the recorded plat for each Lot containing wetlands. Areas designated as wetlands within a Parcel may not be drained, filled, dredged, altered or otherwise impacted in any way without the express consent through the issuance of the appropriate permit(s) by the US Army Corp of Engineers and/or the Mississippi Departments of Marine Resources and/or any other state or federal regulatory agency that may have jurisdiction over wetlands. Normal mowing in wetland areas is, however, permitted.

The Association and the Founder, during the Development Period, hereby reserves unto itself a perpetual and releasable right and license on, over and under all Property including Parcels for the purpose of taking any action necessary to effect compliance with such environmental rules and regulations. The cost of such action by the Founder shall be paid by the respective Owner(s) of the Parcel(s) upon which the violation occurs.

4.10 Applicability to the Founder. Notwithstanding anything contained herein to the contrary, the Founder is not obligated by and subject to the provisions of this Article IV.

ARTICLE V: | Covenant to Complete
Building on Parcel

5.1 Restrictions on Building, Resale.

(a) Restriction; Purpose. To allow for community development and to discourage speculation which results in empty Lots or Parcels, the Owner of a Parcel must substantially complete construction of a primary building on the Parcel, in accordance with plans and specifications approved by the Design Review Committee within a limited period of time (the "Construction Period"), as described in Section 5.2, unless the deed or other recorded instrument from the Founder releases or modifies the restriction as to that Parcel.

(b) Completion. A primary building shall be considered complete when it has received a Certificate of Substantial Conformance as described in Section 4.3, and satisfies the requirements for receiving a certificate of occupancy from the appropriate governing authority.

(c) Holder of Rights. The right to enforce this Article V is held originally by the Founder, who may assign these rights at any time to the Design Review Committee or to the applicable Association or management entity. The time limit for construction does not apply to any Parcels held by the Founder or any entity related to or affiliated with the Founder. At the end of the Development Period as defined in Section 1.5, all of the Founder's rights under this Article V shall be automatically assigned to the applicable Association or management entity.

5.2 Construction Time Limit. Unless otherwise specified in the deed or other recorded instrument from the Founder, Owner shall:

(a) Submit initial plans and begin the design review process within twenty-one (21) months from the closing date of the purchase of the Parcel;

(b) Begin construction of a primary building on the Parcel, in accordance with approved plans and specifications, within twenty-four (24) months from the closing date (the "Construction Start Date");

(c) Diligently pursue construction once construction has begun; and

(d) Substantially complete the building, including landscaping, within twelve (12) months from the Construction Start Date for Residential Parcels, and within eighteen months for Special Use Parcels and other Parcels (the "Required Completion Date").

Failure to make significant progress during any thirty-day period shall be considered a failure to diligently pursue construction under (c). The time periods in (a), (b) and (d), shall be extended for casualty, extreme material shortages, extreme weather conditions other significant matters beyond the builder's control or by the approval of the Founder or Design Review Committee.

5.3 Enforcement. If Owner fails to comply with the requirements of Section 5.2 or if Owner deviates from the approved plans and specifications and fails, after reasonable notice, to correct the deviation, then Founder shall have the following options:

(a) As to 5.2 (a) and (b): the right, but not the obligation, to repurchase the Parcel for a total purchase price equal to the amount paid by Owner to Founder or any related entity for the purchase of the Parcel.

(b) As to 5.2 (c) and (c): Unless Owner has obtained a Certificate of Completion and Release as provided in Section 4.3, and except as provided in Section 5.4, Founder may exercise its rights against Owner as provided below at any time before the Required Completion Date or within two (2) years after the Required Completion Date (i) if the improvements are complete but do not conform to the plans approved by the Design Review Committee, or (ii) if the improvements made do conform with the approved plans but remain incomplete. Founder may preserve its enforcement rights by recording, within two (2) years after the Required Completion Date, a lien or other notice of its intent to exercise its rights. Founder may assign any or all of its rights under this Section 5.3, and may exercise any of its rights through an assignee or other designee.

Founder may repurchase the Parcel for a total purchase price equal to the amount paid by Owner to Founder or any related entity for the purchase of the Parcel, plus the Fair Market Value, as defined below, of any improvements made in accordance with plans approved by the Design Review Committee. Any mortgage or lien on the Parcel, all closing costs for the repurchase and a resale fee equal to 10% of the Fair Market Value of any improvements made on the Parcel in accordance with plans approved by the Design Review Committee shall be deducted from the amount required to be paid to Owner by Founder.

Fair Market Value shall be defined as the value established by an independent appraiser, selected in the manner provided below (the "Independent Appraiser"), who is experienced in appraising residential properties of the character and quality of the properties developed in Florence Gardens. The method of selection the Independent Appraiser shall be as follows: Owner shall be given an opportunity to select an appraiser qualified with the experience as provided above, or in the absence of the Owner or unwillingness of the Owner to make such selection in a timely manner, an alternate shall be selected by

Founder, who is not related to Founder in any way, to make the appraiser selection on behalf of Owner; Founder will select a qualified appraiser; and the two appraisers will then, by agreement, select a third appraiser who will become the Independent Appraiser.

(c) If an improvement is commenced and construction is then abandoned for more than thirty (30) days or construction is not completed by the Required Completion Date, after the proper notice is given, the Association may impose a Fine of not less than \$500 per day on the Owner of the Parcel until construction is resumed, or the improvement is completed, whichever is earlier, unless the Owner can prove to the satisfaction of the Board that such abandonment or delayed construction is for circumstances beyond the Owner's control. Such charges shall be a Special Assessment and a lien against the Parcel as provided.

The remedies provided in this section are at the Founder's option and may be exercised together or separately as Founder deems appropriate, and are not intended in any way to limit the remedies under Section 4.5 (b).

5.4 Subordination to Mortgage.

(a) Effect. Founder and any designee or assignee of Founder's rights under Section 5.3 agrees to subordinate its right of repurchase to the first mortgage or deed of trust liens of an institutional lender (specifically including FNMA, FHLMA, any bank, savings and loan association, credit union or other such institution) under the terms of this section, which shall be effective whether or not noted in the deed. A lender in granting a mortgage or other lien subject to this right of repurchase agrees to these terms. Except as described in this section, the right of repurchase by Founder or its applicable designee or assignee shall not be subordinate to any other encumbrances.

(b) Assumption of Mortgage. If Founder exercises its right of repurchase while lender's mortgage or other lien encumbers the Parcel, Founder shall take the Parcel subject to the mortgage or other lien, and lender in granting a mortgage or other lien subject to this right of repurchase agrees to allow Founder or its applicable designee or assignee to repurchase the Parcel subject to the mortgage or such other lien.

(c) Mortgage Foreclosure. If lender seeks to foreclose the lien of its mortgage or other lien or accepts a deed in lieu of foreclosure before the Required Completion Date or within two (2) years thereafter and Founder has not provided a release and satisfaction of its rights as provided in Section 5.1, Founder shall be notified of the foreclosure action or conveyance. Founder's rights of enforcement under Section 5.3 shall not be extinguished by foreclosure or deed in lieu of foreclosure but shall continue as a restriction on the Parcel and may be enforced against Lender or any subsequent Owner.

(d) Extension. If lender has acquired title through a foreclosure or a deed in lieu, then lender may give notice to Founder that it wishes to extend the Required Completion Date. Founder shall be given thirty (30) days after such notice from lender in which to exercise a repurchase right by payment to lender of the amount obtained or bid by the lender in such foreclosure (or amount owed, for deed in lieu), plus interest at the stated rate of the note (not default rate) provided by the mortgage or deed of trust at the time of foreclosure or deed in lieu. Founder may exercise such rights whether or not the conditions for default under Section 5.3 are met at the time the notice is given. If Founder does not exercise its repurchase right, then Founder shall grant, in recordable form, an extension of the construction period provided in Section 5.2 as follows:

(i) If construction of the primary building has not begun, the date of the foreclosure or deed in lieu shall be considered the new closing date.

(ii) If construction of the primary building has begun, lender shall have a new Construction Start Date of four (4) months from the date of the foreclosure or deed in lieu, to allow lender to contract with a builder and to complete the design review process for any modifications to the approved plans and specifications. Lender or lender's assignee must then diligently pursue construction and substantially complete the building, including landscaping, within a reasonable time, based on the amount of completion. The amount of time to complete construction shall not exceed the time which would have been allowed under Section 5.2 (d), beginning from the new Construction Start Date.

Subject to the extended dates, Founder's rights of enforcement under Section 5.3 shall continue as a restriction on the Parcel.

5.5 Resale Restriction. If Owner desires to sell its Parcel before construction is complete and before Owner has obtained the Certificate of Completion and Release, Owner is required to notify Founder or the Association of its intention to sale and when a agreement to purchase has been concluded, Owner is required to provide Founder or the Association with the name and address of the Owner's purchaser. In such an event, the new Owner shall be subject to all of the terms, conditions and restrictions as set forth herein, except that the Plan Submittal Date, Construction Start Date and Completion Date will be subject to amendment by the Founder or the Design Review Committee, in their sole discretion, upon the submission and approval of a revised application by the new Owner in accordance with the provisions of Article IV, above.

If an Owner fails to give the required notice prior to the sale of a Parcel upon which construction of improvements has not been completed and a Certificate of Completion

and Release has not been granted, then the Founder shall have available all remedies at law and in equity, against both the original Owner and the subsequent Owner. In addition, in such an event the Plan Submittal Date, Construction Start Date and Completion Date shall continue to run from the date of the original closing of the sale from the Founder to the original Owner and all of Founder's rights, including those provided in 5.3, above, shall be preserved and binding on the new Owner.

ARTICLE VI: | Founder's Additional
Reserved Rights

6.1 Easements in Favor of the Founder. The easements reserved in this Section 6.1 are subject and subordinate to those reserved in Section 6.2. The easements provided by this section are intended to permit the Founder to continue and complete construction of the Master Plan Area, whether or not that property is ultimately submitted to a Declaration. Accordingly, the Founder hereby reserves for itself, its successors and assigns the following easements, which shall benefit all properties within the Master Plan Area and all other properties owned by Founder or its assigns which are adjacent to, or reasonably near, Florence Gardens and the Master Plan Area (including property separated from Florence Gardens by a public road, private road, water or other natural or manmade barrier), whether or not such properties are developed as part of Florence Gardens:

(a) Private Roads and Paths. A nonexclusive easement for use of any roads or streets which are not accepted for dedication to the public and which are intended for automobile traffic (other than alleys or other similar access roads which are intended for use only by residents on that road), along with a nonexclusive easement for appropriate use of any pedestrian or bicycle paths. If such roads become a primary means of access to a community which is not made part of Florence Gardens, and Florence Gardens does not similarly use the roads of such community, such community shall contribute its pro rata share of the cost of Florence Gardens road maintenance.

(b) Utility Easements. A blanket easement upon, across, over, through, and under Florence Gardens and the Master Plan Area for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems and services include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, natural gas, television, security, collection of garbage and recyclable materials, cable or communication lines and other equipment. By virtue of this easement the Founder, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel. These

easements may also be used for telecommunications, telephone, cable or internet services, including but not limited to the construction of facilities, as may be owned, approved or developed by Founder or its assigns and designees.

(c) Police Powers. A blanket easement throughout Florence Gardens for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.

(d) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within Florence Gardens to maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The entity which exercises this easement shall be responsible for notifying the affected Owners (except in an emergency) but shall not be obligated to restore landscaping or other improvements. This easement may be exercised at the option of the Founder and shall not be construed to obligate Founder to take any affirmative action to correct conditions.

(e) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of Florence Gardens or the settling or shifting of any land or improvements.

(f) Maintenance of Commons. An easement for maintenance and improvement of the Commons at the Founder's discretion and, to the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons.

(g) Continued Construction. To the extent reasonably necessary, an easement over, under and through any roads, whether public or private, and any other Commons for construction equipment and any other purpose related to continued construction of any property within the Master Plan Area.

(h) Founder's Rights and Reservations. No provisions in the Articles, the Bylaws, these Master Deed Restrictions or any Declaration shall limit, and no Owner or the Association shall interfere with, the right of Founder to subdivide or re-subdivide any portions of the Master Plan Area, or any part, Parcel or Lot of Florence Gardens to complete or alter improvements or refurbishments to and on the Commons and common facilities or any portion of the Master Plan Area owned by Founder, or alter the construction plans and designs, or construct such additional improvements or add future phases as Founder deems advisable during development period of the Master Plan Area.

Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags, temporary construction trailers and sales offices as may be reasonably necessary for the conduct of Founder's business or completion of the work and disposition of the Parcels by sale, lease or otherwise. Each Owner by accepting a deed or other conveyance document to a Parcel hereby acknowledges that the activities of Founder may temporarily or permanently constitute an inconvenience or nuisance to the Owners and each Owner hereby consents to such inconvenience or nuisance. These Master Deed Restrictions shall not limit the right of the Founder at any time prior to acquisition of title to a Parcel by a purchaser from Founder to establish on that Parcel, and Commons, additional licenses, easements, reservations and rights of way, to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Master Plan Area. The Founder need not seek or obtain Association or Board approval of any improvement constructed or placed by Founder on any portion of the Master Plan Area. The rights of the Founder under these Master Deed Restrictions may be assigned by Founder to any successor and any interest or portion of Founder's interest in a portion of the Master Plan Area by a recorded, written assignment. Notwithstanding any other provision of this these Master Deed Restrictions, the prior written approval of Founder will be required before any amendment to this Section 6.1(h) shall be effective while Founder owns a Lot or any part of a Parcel of Florence Gardens. Founder shall be entitled to the nonexclusive use of the Commons without further cost, for access, egress, ingress, use or enjoyment, in order to show the Master Plan Area to its prospective purchasers and carry out the Master Plan Area as provided herein. Each Owner hereby grants, by acceptance of the deed to such Owner's Parcel, an irrevocable, special power of attorney to Founder to execute and record all documents and maps necessary to allow Founder to exercise its rights under this Section 6.1(h). This Section 6.1(h) shall be applicable for so long as the Founder owns any portion of the Master Plan Area.

(i) Reservation of Easement Rights by the Founder. The Founder, for itself and its assigns, hereby reserves a nonexclusive easement and right of way in, through, over, and across any area shown as an easement on a plat and in, through, over, and across any Commons for the purposes of the storage of building supplies and materials, the installation, construction, maintenance, reconstruction and repair of sanitary sewers, water pipes, irrigation pipes, electrical wires or cables, telephone wires or cables, telecommunication facilities, gas lines, storm drains, television cables, underground conduits, and related appurtenances to any of same, and for all other purposes reasonably related to the completion of construction and the provision of utility services, whether public or private, to Florence Gardens and to other real property in the vicinity of the Master Plan Area. The Founder hereby reserves for itself and its assigns a nonexclusive easement and right of way over any and all streets and roads of the Master Plan Area for purposes of vehicular and pedestrian ingress and egress to any other lands or property

owned by the Founder, its members and assigns, or any related or affiliated entities of the Founder or its members. Any and all instruments of conveyance made by the Founder to the Association with respect to any Commons shall be conclusively deemed to incorporate this reservation, whether or not specifically set forth in such instruments. At the request in writing of the Founder, the Association shall from time to time execute, acknowledge, and deliver to the Founder or its assigns such further assurances of this reservation as may be necessary.

(j) Conveyance of Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such other easements, licenses, and rights of way over any Commons for the installation, operation and maintenance of sanitary sewers, water pipes, electrical wires or cables, telephone wires or cables, gas lines, storm drains, television cables, underground conduits, and related appurtenances for any and all purposes benefiting Florence Gardens and other real property in the vicinity thereof as may be considered necessary or appropriate by the Founder or Board of Directors for the orderly maintenance, preservation and enjoyment of any Commons and for the preservation of the health, safety, convenience, and welfare of the Owners of the Parcels, or the Founder.

6.2 Models; Sales and Management Offices. The Founder reserves for itself and its assigns the right to maintain and have access to a sales office, a management office and an unlimited number of models within Florence Gardens. These facilities may be located on any Parcel or any Commons in Florence Gardens and may be relocated from time to time at the Founder's discretion. The Founder shall have the right to use any Parcel, the clubhouse and other Commons for sales, management and other purposes as it deems necessary in its sole discretion. The sales office, management office and models may be owned by different entities, including builders and other entities unrelated to the Founder. At the end of its use as a sales or management office or model, the Parcel shall be owned by the owner of record, subject to all normal covenants and restrictions for Florence Gardens. Subject to state law and local ordinances, the Founder or its assigns may maintain signs on the Commons and on the sales office, management office and models advertising Florence Gardens.

6.3 Commercial Use of Images. The Founder reserves the following rights:

(a) Commons. The exclusive right to grant permission, charge for or collect fees for the Commons to be photographed, sketched, painted or its image otherwise reproduced for commercial use (including without limitation its use as a motion picture set or as a background for the display of fashions or other goods); and

(b) Exteriors. The right to grant permission for similar reproduction of the exteriors of any other part of Florence Gardens which can be viewed from streets, alleys or Commons. Such exteriors may be reproduced without the consent of, or payment to, the Parcel Owner, but the above right is not intended to prevent any Parcel Owner from granting its independent permission for any part of Florence Gardens owned exclusively by that Owner, in which case the consent of the Founder shall not be required.

The Founder may collect a fee for its consent to the use of such images, or for the providing of support services to photographers or others. The exercise of these rights shall not interfere with normal and customary rights of architects as to structures designed by them. Consent of the Founder shall not be required for photography or other reproductions of the images of Florence Gardens in connection with any news or feature coverage, for academic purposes, or by any governmental agency or other entity interested in the promotion of Florence Gardens or Mississippi, the development of tourism or commerce or any other similar purpose.

6.4 Name.

(a) Change. The Founder shall have the right to change the name, Florence Gardens, for all or any part of the property subject to these Master Deed Restrictions. Founder may, but is not required to, amend these Master Deed Restrictions to reflect the name change.

(b) Trademark. The Founder reserves the right to trademark the name "Florence Gardens" its logo or other name, logo or slogan of the community as a trade name owned by the Founder. An Owner of a business in the Town Center or other commercial District may use the trademarked name to describe the location of the business, and may advertise its business as being located "in Florence Gardens" or other trademarked name. If requested by the Founder, Owner shall accompany such use with a symbol or explanation concerning trademark or service mark registration of the name. Owner may not use the trademarked name in any other manner without the express permission of the Founder, which may be arbitrarily denied.

ARTICLE VII: | General Provisions

7.1 Assignment. Founder may assign all or any portion of its rights at any time for all or part of the Master Plan Area to a related entity, to a successor Founder, or to the Association.

7.2 Additional Property. Unless a notice is recorded specifically to the contrary, the submission of additional property to a Declaration for Florence Gardens shall automatically extend the provisions of these Master Deed Restrictions to the additional property as well. Founder may, but is not required to, record a notice in the public records extending these Master Deed Restrictions to the additional property or may modify these Master Deed Restrictions as to the additional property.

7.3 Amendment.

(a) By Members. Except as otherwise specified, these Master Deed Restrictions or other Declarations or covenants or restrictions contemplated herein may be amended only with the written consent of the owners of either two-thirds of the Parcels or two-thirds of the land by acreage within the Master Plan Area whichever approval can be more readily obtained. During the Development Period, the written consent of the Founder shall be required as well for any amendment. For the purposes of this definition, the term "Parcel" may include lots which are not yet platted or improved but which are indicated on the Master Plan for future development.

(b) By the Founder. Notwithstanding anything contained herein to the contrary and to the extent permitted by law, and without limiting the generality of the foregoing, the Founder specifically reserves the absolute and unconditional right to amend these Master Deed Restrictions without the consent or joinder of any party (i) for any reason prior to December 31, 2007, (ii) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (iii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iv) to comply with governmental requirements, or (v) to clarify the Master Deed Restrictions' provisions or correct errors.

(c) Limitations. Whenever any action described in these Master Deed Restrictions requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Founder may not be amended without the specific consent of the Founder. After assignment of Founder's rights under Articles III and IV to the Association, those provisions shall be amended as provided in the Declaration.

(d) Recording. Any amendment shall take effect upon recording in the public records.

(e) Liens. All fines, liens and assessments as contemplated herein, or in any

other Declaration or by any Association, shall be a lien on the Parcel or Lot to which it applies and is collectible by such action at law or in equity, including foreclosure, as shall afford the aggrieved party a property remedy.

(f) Resort Designation. Founder hereby reserves the right to request that all or part of Florence Gardens be designated a resort or resort destination as defined under the laws of the State of Mississippi. No Owner of any Lot or Parcel of Florence Gardens shall have the right to object to any such request by Founder.

(g) Duration; Termination. The covenants and restrictions contained in these Master Deed Restrictions shall run with and bind Florence Gardens and the Master Plan Area and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within the Neighborhood, their respective legal representatives, heirs, successors or assigns for sixty (60) years, and shall be automatically extended for each succeeding ten (10) year period unless an instrument signed by Owners representing 90% of the votes in the Association and the Founder shall have been recorded, agreeing to terminate the Master Deed Restrictions as of a specified date.

7.4 Enforcement. In addition to the various enforcement rights specified in this instrument, Founder may bring suit in any court of competent jurisdiction to enforce specific performance of its rights under these Master Deed Restrictions or to seek damages.

7.5 Green Space Areas. It is the intention of the Founder that the natural, scenic and recreational resources, soils, wetlands, wildlife, game and migratory birds currently in evidence on the Property be maintained and enhanced by designation of certain areas of the Common Area as Green Space, Green Belts or Conservation Areas (collectively as used herein, "Green Space") as designated on the plats of the Property filed by the Founder for record with the Chancery Clerk of Harrison County.

No hunting or trapping shall be permitted on any portion of the Property at any time except for undesirable wildlife as authorized and approved by rules and regulations promulgated by the Association from time to time. The Founder and the Association expressly reserve the right to erect wildlife feeding stations, to plant small patches of cover and food crops for wildlife, to make access trails or paths or boardwalks through Green Space and Common Area for the purpose of permitted observation and study of wildlife, hiking and non-motorized bike riding, to erect small signs throughout the Green Space designating points of interest and attraction, and to take such other steps as reasonably necessary and proper to further the Community Use and enjoyment of the Green Spaces. The Founder and the Association, shall have the right, but shall not be obligated, to protect from erosion all Green Space by planting trees, plants, shrubs and

other ground cover where and to the extent necessary, or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Founder and/or the Association, respectively. The right is likewise reserved to the Founder and/or the Association to take steps necessary to provide and insure adequate drainage ways in the Green Space and Common Areas, to cut fire breaks, remove diseased, dead or dangerous trees and carry out other similar activities, the cost of which services to be paid by the assessment of the Association in accordance with the provisions of this Declaration.

The use of the Common Areas, Common Facilities and Green Spaces by the Owners, their invited guests and invites shall be governed by the applicable rules, regulations and policies as from time to time promulgated by the Association. The Founder and/or the Association shall not be liable for any matter or claim of any nature whatsoever arising directly or indirectly from the exercise of the right and authority thereby reserved.

7.6 Venue. All disputes, legal proceedings or arbitration shall be filed in Harrison County, Mississippi.

(Signature Page Follows)

In witness whereof, the Founder has executed these Master Deed Restrictions as of the day and year first above written.

FLORENCE GARDENS, LLC,
a Mississippi limited liability company

By: _____
Martin C. Goldin, Manager

The undersigned Owners of certain Lots or Parcels in Florence Gardens do hereby execute these Master Deed Restrictions as of the day and year first above written to indicate their consent to and agreement with the terms, conditions and provisions thereof and to bind and subject their property to these Master Deed Restrictions.

C A Brown Developments, Inc.
a Mississippi corporation

By: _____
Craig A. Brown, President

L. J. & L. Enterprises, Inc.,
a Mississippi corporation

By: _____
Randall J. Cofield, President

Joan Cravens, Inc.,
a Mississippi corporation

By: _____
Joan Cravens, President

Harbor Oaks, Inc.
a Mississippi corporation

By: _____
David B. Sellers, President

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Martin C. Goldin, duly identified before me, who acknowledged that he is Manager of Florence Gardens, LLC, a Mississippi limited liability company, and that for an on behalf of said limited liability company, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

(Additional Acknowledgment Pages Follow)

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Craig A. Brown, duly identified before me, who acknowledged that he is President of C A Brown Developments, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Randall J. Cofield, duly identified before me, who acknowledged that he is President of L. J. & L. Enterprises, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named Joan Cravens, duly identified before me, who acknowledged that she is President of Joan Cravens, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, she executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF _____

~~PERSONALLY~~ appeared before me, the undersigned authority in and for the County and State aforesaid, on this the ____ day of _____, 2006 within my jurisdiction, the within named David B. Sellers, duly identified before me, who acknowledged that he is President of Harbor Oaks, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed, he executed, signed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal on this the ____ day of _____, 2006.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

Florence Gardens Phase 1-A is recorded in Book 46 at Page 17, Harrison County, Mississippi.

Florence Gardens Phase 1-B is recorded in Book 47 at Page 8, Harrison County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT



J. H. H.
1st Judicial District
Instrument: 2005 13959 D -JH
Filed/Recorded 4 4 2005 3 53 P
Total Fees 14.00
5 Pages Recorded

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, SEAWAY DEVELOPMENT COMPANY, LLC, a Mississippi limited liability company, does hereby sell, convey and warrant unto FLORENCE GARDENS, LLC, a Mississippi limited liability company, the following described real property situated and being located in the First Judicial District, Harrison County, State of Mississippi, as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

This conveyance is made subject to any and all recorded restrictive covenants, easements, rights of way, and oil, gas and mineral reservations of record.

The taxes for the current year are assumed by the Grantee.

WITNESS THE SIGNATURE of the duly authorized member of said company this the 1st day of November, 2004.

SEAWAY DEVELOPMENT COMPANY, LLC

BY:

M. C. Goldin
Martin C. Goldin, Member

34054-09

~~3262-14~~

0908-01-001,000
0908-01-006,000

EXHIBIT A

Page 1

PARCEL J

Being one and the same as that parcel acquired by Warranty Deed from William Russell Love and Amanda Collins Love dated January 22, 1999, and recorded in Deed Book 1439 at Page 11:

A PARCEL OF LAND SITUATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL WITH CAP FOUND AT THE NORTHWEST CORNER OF SECTION 1, SAID POINT LYING IN THE CENTERLINE OF O'NEAL ROAD; THENCE ALONG THE WEST LINE OF SAID SECTION 1, S00°24'10"W 25.04' TO AN IRON ROD ON THE SOUTH MARGIN OF O'NEAL ROAD, BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTH MARGIN, N89°12'31"E 344.74' TO AN IRON ROD FOUND; THENCE S01°10'15"W 871.18' TO AN IRON ROD FOUND; THENCE S89°08'57"E 149.99' TO AN IRON ROD FOUND; THENCE S01°10'45"W 442.60' TO AN IRON ROD LYING ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1; THENCE ALONG SAID SOUTH LINE, S89°50'03"W 477.00' TO AN IRON ROD AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1; THENCE ALONG THE WEST LINE OF SECTION 1, N00°24'10"E 1312.39' TO THE POINT OF BEGINNING, CONTAINING 11.661 ACRES.

A

EXHIBIT A
Page 2

PARCEL II

Being one and the same as that parcel acquired by Warranty Deed from Adrian O'Neal, et al, Trustees of the Edon Family Trust, dated September 28, 1998, and recorded in Deed Book 1426 at Page 205:

A PARCEL OF LAND BEING THAT PART OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, LYING SOUTH OF THE SOUTH MARGIN OF O'NEAL ROAD, AND ALSO THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL WITH CAP LOCATED AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, SAID POINT LYING IN THE CENTERLINE OF O'NEAL ROAD; THENCE ALONG THE EAST LINE OF SAID SECTION 2, $500^{\circ}13'23''$ W, 25.04' TO AN IRON ROD ON THE SOUTH MARGIN OF O'NEAL ROAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID EAST SECTION LINE, $500^{\circ}24'10''$ W, 2649.82' TO A FENCE CORNER FOUND AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE FURTHER ALONG SAID EAST SECTION LINE, $500^{\circ}08'28''$ E, 1319.91' TO AN IRON ROD FOUND AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, $N89^{\circ}53'59''$ W, 1348.42' TO AN IRON PIPE FOUND AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, $N00^{\circ}11'30''$ W, 1327.36' TO A LIGHTARD KNOT FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, $S89^{\circ}46'21''$ W, 1329.38' TO A WOOD FENCE CORNER POST FOUND AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, $N00^{\circ}35'03''$ W, 1343.79' TO AN IRON ROD FOUND AT A FENCE CORNER POST, BEING THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2; THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, $N00^{\circ}37'03''$ W, 838.84' TO AN IRON PIPE FOUND; THENCE $N00^{\circ}24'31''$ E, 451.93' TO AN IRON PIPE FOUND ON THE SOUTH MARGIN OF O'NEAL ROAD; THENCE ALONG SAID SOUTH MARGIN OF O'NEAL ROAD, $N89^{\circ}46'16''$ E, 2715.42' TO THE POINT OF BEGINNING, CONTAINING 204.433 ACRES. SAID PROPERTY BEING SUBJECT TO A 5 ACRE SOUTHERN NATURAL GAS CORP. RIGHT-OF-WAY LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2 AND DESCRIBED IN DEED BOOK 187, PAGE 530.

EXHIBIT A

Page 3

PARCEL III

Being one and the same as that parcel acquired by Alan H. Goldin, et al., by Warranty Deed from Lewis N. Vance and Jeff Vance dated July 15, 1998, and recorded in Deed Book 1416 at Page 417:

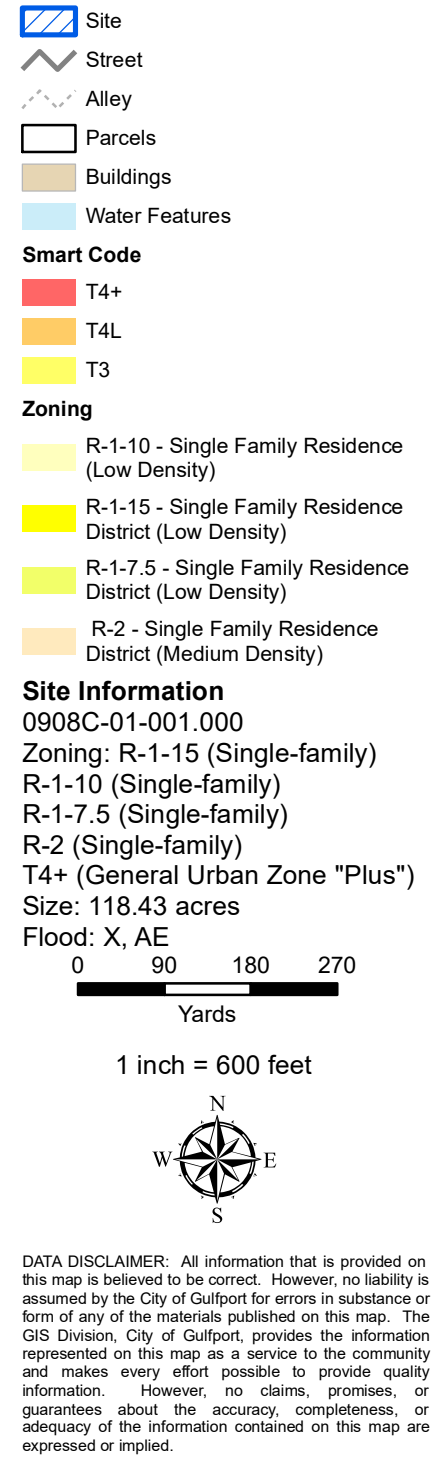
All of the NW 1/4 of the SE 1/4, all of the SW 1/4 of the SE 1/4, a portion of the NE 1/4 of the SW 1/4, Section 2, Township 7 South, Range 11 West; also a portion of the NW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West; City of Gulfport, First Judicial District of Harrison County, Mississippi; said parcels of land being more particularly described as follows: For the Point Of Beginning, Commence at a light wood post located at the northeast corner of the NW 1/4 of the SE 1/4 of said Section 2; thence S 00°08'18" W 2867.72 feet along the east line of the W 1/2 of the SE 1/4 of said Section 2; thence continue S 00°08'18" W 1217.01 feet along the east line of the NW 1/4 of the NE 1/4 of said Section 11, to a point located on the southeast right-of-way of a 100-foot wide easement to Mississippi Power Company; thence S 67°22'17" W 268.00 feet along said southeast right-of-way of a 100-foot wide easement to Mississippi Power Company, to a point located on the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence S 89°27'02" W 642.21 feet along the south line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°02'19" W 842.38 feet; thence N 89°35'47" W 444.55 feet to a point located on the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°03'04" W 489.69 feet along the west line of the NW 1/4 of the NE 1/4 of said Section 11; thence N 00°28'34" E 1324.71 feet along the west line of the SW 1/4 of the SE 1/4 of said Section 2; thence S 89°59'19" W 887.38 feet along the south line of the NE 1/4 of the SW 1/4 of said Section 2, to a point located on the east line of Reservation Estates, Unit 2 Part 3, said point being located 11.28 feet northerly from an iron rod located at the southeast corner of Lot 10, Reservation Estates, Unit 2 Part 3; thence N 00°30'22" E 277.36 feet; thence S 89°32'05" E 11.39 feet; thence N 00°48'55" E 116.81 feet; thence N 00°23'29" E 59.78 feet to an iron rod located at the southeast corner of Lot 43, Reservation Estates, Unit 2 Part 3; thence N 00°28'23" E 365.20 feet to an iron rod located at the northeast corner of Lot 46, Reservation Estates, Unit 2 Part 3; thence S 89°31'51" E 269.51 feet; thence N 00°28'09" E 320.00 feet; thence N 89°31'51" W 45.00 feet; thence N 00°28'09" E 70.00 feet; thence N 73°39'43" E 464.44 feet; thence S 89°50'48" E 1329.30 feet along the north line of the NW 1/4 of the SE 1/4 of said Section 2, to the said Point Of Beginning.

Together with a non-exclusive, perpetual easement for ingress and egress more particularly described as follows:

Commence at the Southwest corner of the NW 1/4 of the NE 1/4, Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi; thence South 89°57'10" East a distance of 334.29 feet to a point of beginning; thence Northeasterly along the arch of a curve to the right whose radius is 110.57 feet and delta angle is 89°35'04", a distance of 172.88 feet to a point; thence South 0°22'06" East a distance of 50 feet to a point; thence Southwesterly along the arch of a curve to the right whose radius is 60.57 feet and delta angle is 89°35'04" a distance of 94.57 feet to a point; thence North 89°57'10" West a distance of 50 feet to the point of beginning.

AND ALSO, the following parcel which is conveyed by quitclaim, without warranty and may be subject to claims of others:

A parcel of land within the SW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West, Harrison County, Mississippi, lying North of the Mississippi Power Company easement and described as starting at the SE corner of the NW 1/4 of the NE 1/4 of Section 11, Township 7 South, Range 11 West and run West a distance of 465.6 feet for the point of beginning; thence continue West a distance of 203.9 feet; thence run South 84.3 feet; run thence Northeast along the Southern boundary of the Mississippi Power Company easement a distance of 220.6 feet to the point of beginning.





Department of Engineering

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

October 6, 2023

Mrs. Su-Lin Featherston
Urban Development Planning Division
Post Office Box 1780
1410 24th Avenue, Room 206
Gulfport, MS 39502
Telephone (228) 868-5710
Fax (228) 868-5708
Email: sbolin@gulfport-ms.gov

Re: Florence Gardens Subdivision – Phase XI

Dear Mrs. Featherston:

On August 7, 2023, Engineering and Public Works conducted a final inspection of the referenced subdivision, and deficiencies were noted. A follow-up inspection took place on September 29, 2023 and all punch list items were completed.

Since the development was approved to use soil cement as the road base, two (2) warranties will be required. A warranty bond in the amount of \$33,000 is required for a period of one (1) year to cover all infrastructure except roadway, and a warranty bond in the amount of \$16,500 is required for a period of three (3) years to cover the roadway.

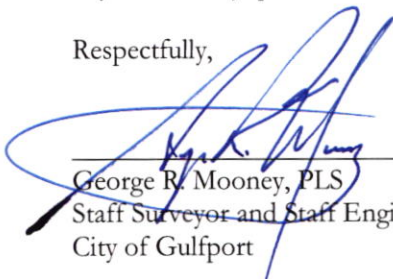
Also, a Performance Bond in the amount of \$13,776 is required for a period of one (1) year to cover the sidewalks to be constructed.

At the conclusion of the warranty periods and performance bond period, the developer is required to notify the city to schedule the warranty inspections. Prior to acceptance for perpetual maintenance all deficiencies shall be corrected.

We recommend acceptance of the subdivision and the start of the one and three year warranty periods based on the above conditions.

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

Respectfully,


George R. Mooney, PLS
Staff Surveyor and Staff Engineer
City of Gulfport

Cc: Wayne Miller, P.E., Director of Engineering and Public Works
Jeremy Harrison, P.E., Assistant Director of Engineering
Tyler Gentry, Assistant Director of Public Works

Attachments: 1. Engineering Inspection Report
2. Map



DEPARTMENT OF ENGINEERING

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

x

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	Florence Gardens Subdivision Phase XI
TYPE OF INSPECTION:	Final Subdivision RE-Inspection
DATE:	September 29, 2023
PERSONS PRESENT:	Jeremy Harrison, Engineering Department George R. Mooney, Engineering Department

CHECKLIST ITEMS

STREETS & DRAINAGE:

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

WATER & SEWER:

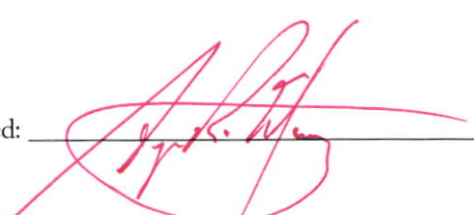
- | | | | |
|---|---|-----------------------------|------------------------------|
| 1. Are all water meters installed & with no broken/missing parts? | ☒ Yes | ☐ No | ☐ N/A |
| 2. Are all water lines and appurtenances installed in accordance with city standards? | ☒ Yes | ☐ No | ☐ N/A |
| 3. Are sewer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

TRAFFIC & SAFETY:

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

PUNCHLIST ITEMS

1. SMH 11-3 RAISE TO GRADE AND GROUT LID (COMPLETE)
2. RAISE SEWER CLEANOUTS TO GRADE AS NEEDED (SEE LOT 29 AND 21) (COMPLETE)
3. SMH 11-5 RAISE TO GRADE (COMPLETE)
4. CLEAN DRAIN PIPE OUTFALL AT ANISE CT AND THE WEST SIDE OF MAGNOLIA GREEN (COMPLETE)
5. CLEAN DROP INLET AT THE EAST END OF ALLEY A (COMPLETE)
6. CLEAN CURB INLET AN-635R (COMPLETE)
7. ADD RIP RAP TO CURB CUT AT SOUTH END OF ALLEY B AND MAGNOLIA GREEN(WASH-OUT) (COMPLETE)
8. DRAINAGE OUTFALL SOUTH OF AN-635R TO BE GRADED FOR POSITIVE FLOW ADD RIP RAP AS NEEDED. (COMPLETE)
9. REMOVE CONCRETE WASHOUT FROM CURB CUT AT SOTHEAST CORNER OF MAGNOLIA GREEN. (COMPLETE)
10. STREET LIGHTS HAVE NOT BEEN INSTALLED. (COMPLETE)
11. STOP BARS HAVE NOT BEEN INSTALLED. (COMPLETE)
12. TRAFFIC SIGNS HAVE NOT BEEN INSTALLED. (COMPLETE)
13. VEGATATION NEEDED ALONG ALLEY FOR EROSION CONTROL (COMPLETE)
14. ASPHALT TO BE REINSPECTED FOLLOWING THE COMPLETION OF ASPHALT MILLING AND SURFACEING. (3 YEAR WARRANTY INSPECTION)
15. SIDEWALKS AND CROSSWALKS NOT ADJACENT TO LOTS NEED TO BE CONSTRUCTED (COMPLETE)

Signed:  Date: 9/29/2023

Name: George R. Mooney, P.L.S Title: Staff Surveyor & Staff Engineer

Florence Gardens Subdivision - Phase XI



CASH BOND TO GUARANTEE PERFORMANCE/ COMPLETION

Date of issue: 10/21/2023

Check Number: 14460

Obligee: City of Gulfport, Mississippi
P.O. Box 1780
Gulfport, MS 39503
Attn: Department of Urban Development

Guarantee of Performance/Completion given by:

Principal: Florence Gardens, LLC
Address: 11321 Preservation Drive
City, State, Zip: Gulfport, MS 39503
Phone Number (including area code): 228-539-5039
Primary Contact Person: Ryan Goldin

Infrastructure improvements to be performed/completed (hereinafter, "infrastructure improvements":

A one (1) year Performance Bond in the amount of \$13,776
required to cover the sidewalks to be constructed.

Date of Completion of infrastructure improvements (hereinafter, "completion date"):

September 29, 2023

The Principal is firmly bound unto the City of Gulfport, Mississippi in the sum of

Thirteen Thousand Seven Hundred Seventy-Six and ^{09/100} (\$13,776) dollars, which
amount, in cash or certified check, has been deposited with the City of Gulfport this the 6
day of October, 2023.

This bond was made to guarantee performance/completion of the aforementioned infrastructure improvements as provided in the plan(s), specification(s), agreement and/or Ordinance requirements and as may be set out in any "punch list" prepared by the City's Engineering Department, for the project known as

Florence Gardens Subdivision - Phase XI located at
Preservation Drive

for a period beginning as of the issue date and ending upon acceptance of the aforementioned infrastructure improvements by the Gulfport City Council and commencement of the warranty period.

The condition of this obligation is such that if the Principal promptly and faithfully performs and completes the infrastructure improvements specified in the above paragraph, this obligation shall be null and void and the funds deposited with the City returned to the Principal.

In the event that the Principal defaults under its obligation to complete the infrastructure improvements by the completion date set forth herein, the City of Gulfport shall give the Principal written notice of such default and in the event the Principal fails to fully cure the default and correct and complete the infrastructure improvements, within ten (10) calendar days from the date of such written notice, the City of Gulfport may complete infrastructure improvements using funds available from the cash bond. Said funds can be used to pay any and all expenses which may be incurred by the City as the result of actions taken by the City after the default including, but not limited to, construction costs, administrative costs, engineering supervision costs, mobilization costs, materials costs, and legal fees. Thereafter, the City shall proceed to accept the aforementioned infrastructure improvements for subject to a one year warranty period and applicable maintenance bond. At the election of the City, some or all of the cash being held hereunder by the City may be held as the maintenance bond where the Principal fails or refuses to post or otherwise provide a maintenance bond.

In the event the Principal fails to cure the default as required herein, Principal hereby automatically disclaims, waives, forfeits and releases any and all rights, title or interest in and to the funds deposited with the City of Gulfport pursuant to and in connection with this cash bond.

The Principal hereby stipulates and agrees that any extension of time granted to the Principal to complete the infrastructure improvements shall in no way affect the validity or enforceability of this bond.

WITNESS our hands and seals, this the 6th day of October, 2023.

PRINCIPAL: FLORENCE GARDENS, LLC
By: [Signature]
Principal (authorized signature)

NICHOLAS L GANT, BMA "AUTHORIZED AGENT"
Principal (printed name and title)

WITNESS: [Signature]
Witness (signature)
Samuel Sweeting
Witness (printed name)



**CASH BOND TO GUARANTEE MAINTENANCE OF INFRASTRUCTURE
IMPROVEMENTS AS REQUIRED BY SUBDIVISION ORDINANCE**

Date of issue: 10/2/2023

Check Number: 14461

Obligee: City of Gulfport, Mississippi
P.O. Box 1780
Gulfport, MS 39503
Attn: Department of Urban Development

Guarantee of Maintenance given by:

Principal: Florence Gardens, LLC
Address: 12321 Preservation Drive
City, State, Zip: Gulfport, MS 39503
Phone Number (including area code): 228-539-5039
Primary Contact Person: Ryan Goldin

The Principal is firmly bound unto the City of Gulfport, Mississippi in the sum of Thirty-Three Thousand and 00/100 Dollars (\$ 33,000.00) dollars, which amount, in cash or certified check, has been deposited with the City of Gulfport this the 6th day of October, 2023.

This bond was made in accordance with the City of Gulfport Subdivision Ordinance to guarantee maintenance and repair of infrastructure improvements as provided in the plan(s), specification(s), agreement and/or Ordinance requirements and as may be set out in any "punch list" prepared by the City's Engineering Department, for the project known as

Florence Gardens Subdivision - Phase XL located at
Preservation Drive

for a period of one (1) year from the date the final plat of the aforementioned project was approved by the Gulfport City Council or until the Gulfport City Council accepts the aforementioned project for perpetual maintenance, whichever is longer.

The condition of this obligation is such that if the Principal promptly and faithfully performs all maintenance and repair work specified in the above paragraph, this obligation shall be null and void and the funds deposited with the City returned to the Principal.

In the event that the Principal defaults under its obligation to install, maintain and repair the improvements, the City of Gulfport shall give the Principal written notice of such default and in the event the Principal fails to fully cure the default and correct and complete the installation,

repair and maintenance items as identified by the City Engineer, within ten (10) calendar days from the date of such written notice, the City of Gulfport may complete maintenance and repairs using funds available from the cash bond. Said funds can be used to pay any and all expenses which may be incurred by the City as the result of actions taken by the City after the default including, but not limited to, construction costs, administrative costs, engineering supervision costs, mobilization costs, materials costs, and legal fees. Thereafter, the City shall proceed to accept the aforementioned project for perpetual maintenance.

In the event the Principal fails to cure the default as required herein, Principal hereby automatically disclaims, waives, forfeits and releases any and all rights, title or interest in and to the funds deposited with the City of Gulfport pursuant to and in connection with this cash bond.

The Principal hereby stipulates and agrees that any extension of time granted to the Principal to complete repairs and maintenance obligations and responsibilities of the Principal shall in no way affect the validity or enforceability of this bond.

WITNESS our hands and seals, this the 6th day of October, 2023.

PRINCIPAL: FLORENCE GARDENS, LLC

By: [Signature]
Principal (authorized signature)

NICHOLAS L GANT, BMA "AUTHORIZED AGENT"
Principal (printed name and title)

WITNESS: [Signature]

Witness (signature)
Samuel Sweeting
Witness (printed name)



**CASH BOND TO GUARANTEE MAINTENANCE OF INFRASTRUCTURE
IMPROVEMENTS AS REQUIRED BY SUBDIVISION ORDINANCE**

Date of issue: 10/2/2023 Check Number: 14462

Obligee: City of Gulfport, Mississippi
P.O. Box 1780
Gulfport, MS 39503
Attn: Department of Urban Development

Guarantee of Maintenance given by:

Principal: Florence Gardens, LLC
Address: 12321 Preservation Drive
City, State, Zip: Gulfport, MS 39503
Phone Number (including area code): 228-539-5039
Primary Contact Person: Ryan Goldin

The Principal is firmly bound unto the City of Gulfport, Mississippi in the sum of Sixteen Thousand Five Hundred and 00/100 Dollars (\$16,500.00) dollars, which amount, in cash or certified check, has been deposited with the City of Gulfport this the 10th day of October, 2023.

This bond was made in accordance with the City of Gulfport Subdivision Ordinance to guarantee maintenance and repair of infrastructure improvements as provided in the plan(s), specification(s), agreement and/or Ordinance requirements and as may be set out in any "punch list" prepared by the City's Engineering Department, for the project known as

Florence Gardens Subdivision - Phase XI located at
Preservation Drive

for a period of one (1) year from the date the final plat of the aforementioned project was approved by the Gulfport City Council or until the Gulfport City Council accepts the aforementioned project for perpetual maintenance, whichever is longer.

The condition of this obligation is such that if the Principal promptly and faithfully performs all maintenance and repair work specified in the above paragraph, this obligation shall be null and void and the funds deposited with the City returned to the Principal.

In the event that the Principal defaults under its obligation to install, maintain and repair the improvements, the City of Gulfport shall give the Principal written notice of such default and in the event the Principal fails to fully cure the default and correct and complete the installation,

repair and maintenance items as identified by the City Engineer, within ten (10) calendar days from the date of such written notice, the City of Gulfport may complete maintenance and repairs using funds available from the cash bond. Said funds can be used to pay any and all expenses which may be incurred by the City as the result of actions taken by the City after the default including, but not limited to, construction costs, administrative costs, engineering supervision costs, mobilization costs, materials costs, and legal fees. Thereafter, the City shall proceed to accept the aforementioned project for perpetual maintenance.

In the event the Principal fails to cure the default as required herein, Principal hereby automatically disclaims, waives, forfeits and releases any and all rights, title or interest in and to the funds deposited with the City of Gulfport pursuant to and in connection with this cash bond.

The Principal hereby stipulates and agrees that any extension of time granted to the Principal to complete repairs and maintenance obligations and responsibilities of the Principal shall in no way affect the validity or enforceability of this bond.

WITNESS our hands and seals, this the 6th day of October, 2023.

PRINCIPAL: FLORENCE GARDENS, LLC
By: [Signature]
Principal (authorized signature)

NICHOLAS L GANT, BMA "AUTHORIZED AGENT"
Principal (printed name and title)

WITNESS: [Signature]
Witness (signature)
Samuel Sweeting
Witness (printed name)





Memorandum – City of Gulfport

PUBLIC WORKS AND ENGINEERING

To: Mayor Billy Hewes and Members of the City Council

CC: Leonard Papania, CAO
Todd Harman, CPA, Director of Finance and Accounting
Tyler Gentry, Assistant Director of Public Works – Operations
Jeremy Harrison, P.E., Assistant to the City Engineer
Jessica Versiga, Purchasing Agent
Legal Department

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

WEM

Date: October 6, 2023

Re: **Harris Drive Water and Sewer Project**
– Request Permission to Complete Construction using the Gulfport Repair & Replacement Unit Price Contract

I request permission to complete the Harris Drive Water and Sewer Project using the current Repair and Replacement Unit Price Contract with DNA Underground, LLC. The project will replace the curb and gutter, driveways, and drainage structures that were damaged or removed during the installation of new water and sewer mains. This project will also include overlay of the existing roadway that was damaged during the water and sewer installation; however, this overlay will be completed using our existing Group C3 term contract for asphalt with Warren Paving Inc.

The contract requires that any project over \$250,000.00 be approved in advance by the Mayor and City Council. Utilizing this in place contract will help expedite the completion of this project. A budget amendment to fund this project will be on the October 17, 2023, council agenda for approval. I request permission to use the unit price contract up to the amount of \$500,000.00 which falls within the approved budget to complete this sewer installation.

I recommend approval of this item.



Memorandum – City of Gulfport

PUBLIC WORKS AND ENGINEERING

To: Mayor and Members of the City Council

CC: Leonard Papania, CAO
Todd Harman, CPA, Director of Finance
Jeremy Harrison, P.E., Assistant to the City Engineer
Tyler Gentry, Assistant Director of Public Works - Operations
Legal Department

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

Date: 10/06/2023

Re: **Recommendation to Approve Issuance of Special Check for Invoice 1090352 (1) for the Gulfport Commerce Corridor Project**
– Neel-Schaffer, Inc.

The Department of Public Works is requesting approval for issuance of a special check in the amount of \$2,300.00 for Preliminary Engineering services related to the Gulfport Commerce Corridor project.

On July 5, 2023, Council approved the Preliminary Engineering services contract with Neel-Schaffer, Inc. for the Gulfport Commerce Corridor project totaling \$222,000.00. Funding for this project is expected to come from the Mississippi State Legislature and the Gulf Coast Restoration Fund. However, funds have not been received yet.

The Notice to Proceed for this project was July 6, 2023, so in an effort to get the project funded as quickly as possible, a budget amendment has been placed on the October 17, 2023 agenda to partially fund the engineering contract using unobligated cash reserves, which will be replaced once grant funds arrive.

Invoice 1090352 (1) has been sent, but cannot be paid until the budget amendment referenced above is approved. Therefore, we are requesting issuance of a special check contingent on Council approval of the aforementioned budget amendment to fund the project. This is to prevent the engineer from having to wait until November 7 to be paid for rendered services.

I recommend approval for issuance of this special check.

Attachment: Invoice 1090352 (1) – Neel-Schaffer, Inc.



INVOICE REVIEW CHECKLIST

Project Name: Gulfport Commerce Corridor Project Date: 10/3/2023
PO #: Requested Awaiting Creation Invoice #: 1090352 (1)
Available Funds: \$----- Funding Source: _____

☒ **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 (signature) Budget Analyst: _____

☒ **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 (signature) Budget Analyst: _____

☒ **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)



September 29, 2023

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

REFERENCE: Gulfport Commerce Corridor Project
Invoice Number 1090352

Dear Lee:

Please find the attached invoice dated September 6, 2023, for the period of August 1, 2023 to August 31, 2023 along with backup documentation for the above referenced project for preliminary engineering.

The current lump sum contract amounts are as follows:

- Original contract total - \$182,000.00
- Previous amount billed - \$ 0.00
- Current amount billed - \$ 2,300.00

Should you have any questions or require any additional information, feel free to contact me at (228) 374-1211.

Sincerely,
NEEL-SCHAFFER, INC.

A handwritten signature in blue ink, reading 'Damon Torricelli', is written over the printed name.

Damon Torricelli, P.E.

Attachments

engineers | planners | surveyors | environmental scientists | landscape architects

P: 228.374.1211 | F: 228.374.1216
RECEIVED
10/3/2023
772 Howard Avenue
Biloxi, MS 39530
www.neel-schaffer.com



September 6, 2023

Project No: NS.18127.000

Invoice No: 1090352

City of Gulfport
Mr. Wayne Miller
4050 Hewes Avenue
Gulfport, MS 39507

Project NS.18127.000 COG Commerce Corridor

Professional Services from August 01, 2023, to August 31, 2023

Phase 002 Preliminary/Environmental - NSI

Fee

Total Fee 182,000.00

Percent Complete	1.2637	Total Earned	2,300.00
		Previous Fee Billing	0.00
		Current Fee Billing	2,300.00

Total Fee 2,300.00
Total this Phase \$2,300.00
Total this Invoice \$2,300.00
Billings to Date

	Current	Prior	Total
Fee	2,300.00	0.00	2,300.00
Totals	2,300.00	0.00	2,300.00

*OK to pay
WEM
10-6-23*



Federal Tax ID Number:
64-0671634



772 Howard Avenue
Biloxi, MS 39530



P: 228.374.1211
F: 228.374.1216

Detailed Timesheet for the Period Ending 8/11/2023

Monday, October 2, 2023
10:54:56 AM

Neel-Schaffer, Inc.

Employee 006631 Torricelli, Damon

		Total Hr	Sat 8/5	Sun 8/6	Mon 8/7	Tue 8/8	Wed 8/9	Thu 8/10	Fri 8/11
NS.02200.001	Unposted Entries - Biloxi, MS	Client: Neel-Schaffer, Inc.							
0120	Reg	2.50						2.50	
8/10 Review layout & attend kickoff meeting with Gulfport personnel for Gulfport Commerce Corridor project.									

Detailed Timesheet for the Period Ending 8/25/2023

Monday, October 2, 2023

10:53:37 AM

Neel-Schaffer, Inc.

Employee 006631 Torricelli, Damon

Total Hr	Sat 8/19	Sun 8/20	Mon 8/21	Tue 8/22	Wed 8/23	Thu 8/24	Fri 8/25
-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------

NS.18127.000
002

COG Commerce Corridor
Preliminary/Environmental - NSI

Client: City of Gulfport, MS

0120

Reg	6.00			1.00	3.00		2.00	
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8/21 Review contract scope of work.

8/22 Review possible alignment, existing utilities, and MDOT environmental information.

8/24 Review MDOT plans future Hwy 601

Detailed Timesheet for the Period Ending 8/25/2023

Monday, October 2, 2023

10:58:03 AM

Neel-Schaffer, Inc.

Employee **005842** **Dimitry, Sharon**

		Total Hr	Sat 8/19	Sun 8/20	Mon 8/21	Tue 8/22	Wed 8/23	Thu 8/24	Fri 8/25
NS.18127.000	COG Commerce Corridor	Client: City of Gulfport, MS							
002	Preliminary/Environmental - NSI								
0132	Reg	4.50						3.00	1.50
8/24 Setup survey exhibits for Canal Rd connector									
8/25 Setup survey exhibits for Canal Rd connector									



Budget Amendment – City of Gulfport

PUBLIC WORKS AND ENGINEERING

To: Todd Harman, CPA, Director of Finance

CC: Mayor Billy Hewes
Leonard Papania, CAO
Jeremy Harrison, P.E., Assistant to the City Engineer
Tyler Gentry, Assistant Director of Public Works – Operations
Legal Department

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

WEM

Date: 10/06/2023

Re: Budget Amendment to Fund Construction Engineering and Inspection Contract, and Supplemental Agreement 2 for Preliminary Engineering for Landon Road Widening Project
- Construction, Engineering and Inspection: Volkert, Inc.
- Supplemental Agreement 2, Preliminary Engineering: Pickering Firm, Inc.

FROM	TO	AMOUNT
City Cash Reserves	346-640200-02804 (MDOT (reimbursable) Capital Engineering – Landon Road Widening)	\$99,170.53
City Cash Reserves	345-640200-02804 (CITY (non-reimbursable) Capital Engineering – Landon Road Widening)	\$13,983.36
	TOTAL	\$113,153.89

The Department of Public Works is requesting approval to transfer a total of \$113,153.89 from the City's Cash Reserves to the above listed accounts in order to fund both the Construction, Engineering and Inspection (CE&I) contract with Volkert, Inc. as well as Supplemental Agreement No. 2 for Preliminary Engineering Services with Pickering Firm, Inc. related to the Landon Road Widening project.

On March 3 2023, Council approved budget amendment 2023-71 to add \$49,993.01 into the City (non-reimbursable) Capital Engineering account for the Landon Road Widening project in order to fund the anticipated cost of a CE&I contract with Volkert, Inc. However, the contract had to be re-bid; the new contract total to be approved by Council October 17, 2023 will be \$373,911.63.

On September 19, 2023, Council approved Supplemental Agreement No. 2 for Preliminary Engineering with Pickering Firm, Inc. totaling \$9,676.88.

In order to increase the City (non-reimbursable) engineering account for these two approved contracts, an additive amount of \$13,983.36 is requested.

On August 29, 2023, the Gulf Regional Planning Commission amended the Gulf Coast's FY 2023-2026 Transportation Improvement Program (TIP) to add \$1,500,000.00 federal STBG-TMA funds to Gulfport's Landon Road project; an additive amount of \$99,170.53 is needed to fund the Volkert CE&I contract, as approved by GRPC. I hereby recommend this budget amendment.



August 29, 2023

Mr. Evan Wright
State Planning Engineer
Mississippi Department of Transportation (MDOT)
Jackson, MS 39215-1850

Re: City of Gulfport Landon Road (US 49 to Coleman Rd)

Dear Evan,

The Gulf Regional Planning Commission (GRPC) has amended the Gulf Coast's FY 2023-2026 Transportation Improvement Program (TIP) to add \$1,500,000 federal STBG-TMA funds to Gulfport's Landon Road Project. Construction funds allocated have increased from \$2,952,000 to \$4,452,000. This amendment was approved by the MPO by poll vote. A public notice and comment period was provided for this amendment with no comment received.

Sincerely,

Kenneth Yarrow
Gulf Regional Planning Commission

CC: Mayor Billy Hewes, Gulfport
Wayne Miller, Gulfport
Jeremy Harrison, Gulfport
Chuck Starita, MDOT
Lee Frederick, MDOT
Lindsey Killebrew, MDOT
Amber Dixon, MDOT
Mack Dowell, MDOT



Kenneth Yarrow

From: Jeremy R. Harrison <jharrison@gulfport-ms.gov>
Sent: Friday, June 23, 2023 11:00 AM
To: Kenneth Yarrow
Cc: Wayne Miller; Lee J. Wood; Tyler Gentry; Natalie Sims; Sherry Beavers
Subject: Landon Road Widening - Project Total Increase

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Kenneth,

As you are aware, the City of Gulfport received construction bids for the subject project on 3/23/2023. A single bid was received in the amount of \$4,722,250.25 which was in excess of the engineer's estimate by \$1,306,706.70. In accordance with the MDOT, the received bid exceeds the allowable difference for a single bidder and requires the LPA to reject and re-bid. Knowing that costs for construction are steadily climbing and uncertain, I am requesting that an additional \$1,500,000.00 be allocated to this project to ensure the new bid/s are within the project budget. Please feel free to contact me with any questions. Thanks for your help with all Gulfport projects and the entire Gulf Coast MPO!

Thank you,

Jeremy R. Harrison, P.E.

Assistant Director of Engineering
4050 Hewes Avenue
Gulfport, MS 39507
voice: (228) 868-5740
fax: (228) 868-5822

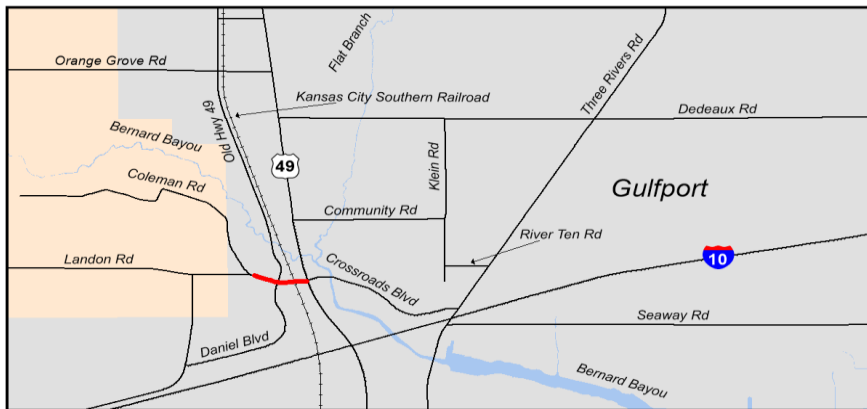


Mississippi Gulf Coast Metropolitan Planning Organization

FY2023-2026 Transportation Improvement Program (TIP)



County	Harrison	Agency	City of Gulfport
Improvement Type	Capacity	Project Name	Landon Road
Project Termini	Hwy 49 to Coleman Road (.25 mile)		
Project Description	Widen Landon Road and add bike/ped facilities. Rail Road diagnostics work.		



FY	Source	Phase	Federal	Local	Total
2020	STP-TMA	RR Dia	\$8,000	\$2,000	\$10,000
2022	STP-TMA	CON/RR	\$4,452,000	\$1,113,000	\$5,565,000
Project Totals			\$4,460,000	\$1,115,000	\$5,575,000

Project Notes					
Action	Add to TIP	Date	6/25/2015	Type	Amend
Remarks	\$1,000,000 STP				
Action	Add Funds	Date	8/25/2016	Type	Amend
Remarks	Add \$1,208,133 STP				
Action	Change Year	Date	8/25/2016	Type	Mod
Remarks	Advance Construction over FY19 & FY20				
Action	Add Funds	Date	8/23/2018	Type	Amend
Remarks	\$751,867 STBG				
Action	Breakout RR	Date	3/20/2019	Type	Mod
Remarks	\$8,000 federal				
Action	Move from \$ from 2019 to 2020	Date	10/3/2019	Type	Mod
Remarks					
Action	Adjust phase description	Date	12/2/2020	Type	Mod
Remarks					
Action	Move FY	Date	3/30/2022	Type	Mod
Remarks	Move from 2021 to 2022				
Action	Increase funding	Date	8/29/2023	Type	Amend
Remarks	Add \$1,500,000 from \$2,952,000 to \$4,452,000				
Action		Date		Type	
Remarks					

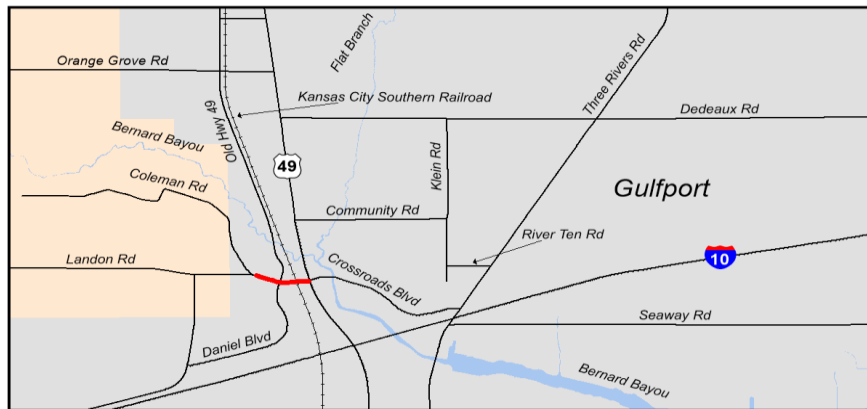
Mississippi Gulf Coast Metropolitan Planning Organization

FY2023-2026 Transportation Improvement Program (TIP)



OLD

County	Harrison	Agency	City of Gulfport
Improvement Type	Capacity	Project Name	Landon Road
Project Termini	Hwy 49 to Coleman Road (.25 mile)		
Project Description	Widen Landon Road and add bike/ped facilities. Rail Road diagnostics work.		



FY	Source	Phase	Federal	Local	Total
2020	STP-TMA	RR Dia	\$8,000	\$2,000	\$10,000
2022	STP-TMA	CON/RR	\$2,952,000	\$738,000	\$3,690,000
Project Totals			\$2,960,000	\$740,000	\$3,700,000

Project Notes					
Action	Add to TIP	Date	6/25/2015	Type	Amend
Remarks	\$1,000,000 STP				
Action	Add Funds	Date	8/25/2016	Type	Amend
Remarks	Add \$1,208,133 STP				
Action	Change Year	Date	8/25/2016	Type	Mod
Remarks	Advance Construction over FY19 & FY20				
Action	Add Funds	Date	8/23/2018	Type	Amend
Remarks	\$751,867 STBG				
Action	Breakout RR	Date	3/20/2019	Type	Mod
Remarks	\$8,000 federal				
Action	Move from \$ from 2019 to 2020	Date	10/3/2019	Type	Mod
Remarks					
Action	Adjust phase description	Date	12/2/2020	Type	Mod
Remarks					
Action	Move FY	Date	3/30/2022	Type	Mod
Remarks	Move from 2021 to 2022				
Action		Date		Type	
Remarks					
Action		Date		Type	
Remarks					



Budget Amendment – City of Gulfport

PUBLIC WORKS AND ENGINEERING

To: Todd Harman, CPA, Director of Finance

CC: Mayor Billy Hewes
Leonard Papania, CAO
Jeremy Harrison, P.E., Assistant to the City Engineer
Tyler Gentry, Assistant Director of Public Works – Operations
Legal Department

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

WEM

Date: 10/05/2023

Re: Budget Amendment to Fund Engineering Services Contract for Gulfport Commerce Corridor Project
- Neel-Schaffer, Inc.

FROM	TO	AMOUNT
City Cash Reserves	100-630100-23040 (Capital Project Engineering – Gulfport Commerce Corridor)	\$222,000.00
	TOTAL	\$222,000.00

The Department of Public Works is requesting approval to transfer \$222,000.00 from the City's Cash Reserves to the above listed account in order to fund an Engineering Services contract with Neel-Schaffer, Inc. for the Gulfport Commerce Corridor project.

On July 5, 2023, Council approved an engineering services contract with Neel-Schaffer, Inc. totaling \$222,000.00 for the Gulfport Commerce Corridor project. This project will be funded through State Legislature Appropriated funds totaling \$20,000,000.00. In order to get the project started, we are requesting to front the initial \$222,000.00 with cash reserves until Legislature funds are sent.

I hereby recommend this budget amendment.



Budget Amendment – City of Gulfport

PUBLIC WORKS AND ENGINEERING

To: Todd Harman, CPA, Director of Finance

CC: Mayor Billy Hewes
Leonard Papania, CAO
Jeremy Harrison, P.E., Assistant to the City Engineer
Tyler Gentry, Assistant Director of Public Works – Operations
Legal Department

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

WEM

Date: 10/05/2023

Re: Budget Amendment to Fund Harris Drive Water/Sewer Project

FROM	TO	AMOUNT
Unobligated Water/Sewer Funds	103-630100-24011 (Harris Drive Water/Sewer Project)	\$700,000.00
	TOTAL	\$700,000.00

The Department of Public Works is requesting approval to transfer \$700,000.00 from the City's Unobligated Water/Sewer Funds into the above listed capital project account in order to fund the Harris Drive Water/Sewer Project.

This project includes installation of the curb and gutter, driveways, and drainage structures that were damaged or removed during the installation of the new water and sewer mains. This project will also include an overlay of the existing roadway that was damaged during the water and sewer installation.

I hereby recommend this budget amendment.