



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, March 8, 2016

1:30 PM

*Gulfport City Hall
Council Chambers*

1:30 p.m. Invocation, Pledge of Allegiance, Call to Order

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

- **Mayor's Report**

Policy Issues

Minutes

- 1 Approval of minutes - for February 16, 2016.

Code Enforcement / Planning / Ordinances

- 2 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.
- 3 Final Plat - creation of a 16 lot subdivision, zoned B-2 (General Business), located north of Interplex Parkway, south of and adjacent to Interstate 10, west of and adjacent to Lorraine Road, and east of Corporate Drive - Case # 1601PC004 - Ward 5.
- 4 Ordinance - amending the Comprehensive Zoning Ordinance to amend Section III, District Regulations (J) Chart of Permitted Uses (2) Schedule of Uses - Case # 1601PC012.

Resolutions / Requests

- 5 Resolution - approving American Municipal Services for Professional Services for collection of delinquent utility bills, subject to final negotiation and approval of contract, and for related purposes.
- 6 Resolution - awarding contract for the West 28th Street Area Water Main Improvements Project - Part 1 and authorizing the Mayor to execute the same.
- 7 Resolution - approving Statewide Mutual Aid Compact Agreement for disaster assistance and emergency aid and authorizing the Mayor to execute the same.
- 8 Resolution - awarding contract for Maintenance Dredging at Courthouse Road Pier Dredge Project.
- 9 Resolution - approving Addendum to contract with Municode for recodification project.
- 10 Resolution - approving amended Hosted Agenda Management System to allow for the Planning Commission and the Zoning Board of Adjustments and Appeals to be on the paperless agenda system.
- 11 Resolution - authorizing termination of Agreements with Johnson Controls, Inc., and for related purposes.
- 12 Resolution - ratifying Modification #9 to KCDBG West Harbor Expansion Grant R-109-202-06-KCR decreasing grant by \$4,150,000.00 and transferring \$4,000,000.00 to Brickyard Bayou Drainage Grant R-109-202-07-KCR and \$150,000.00 to Coffee Creek Drainage Grant R-109-202-08-KCR.
- 13 Resolution - ratifying Pre-Development Grant Agreement between City of Gulfport and Mississippi Development Authority Contract R-109-202-07-KCR, Brickyard Bayou Drainage in the amount of \$50,000.00.
- 14 Resolution - ratifying Modification #1 to Pre-Development Grant - Brickyard Bayou Drainage, KCDBG Grant R-109-202-07-KCR. to increase the pre-development grant by \$1,918,580.00.
- 15 Resolution - ratifying Pre-Development Grant between City of Gulfport and Mississippi Development Authority for Coffee Creek Drainage and Public Facilities, KCDBG R-109-202-08-KCR in the amount of \$50,000.00.
- 16 Resolution - ratifying Modification #1 to the Pre-Development Grant, Coffee Creek Drainage and Public Facilities, R-109-202-08-KCR to increase pre-development grant by \$103,000.00 for costs associated with legal, easements/acquisition/ROW and purchase of mitigation credits.

- 17 Resolution - by the Gulfport City Council appointing the position of Deputy Clerk of Council.
- 18 Request - from MS Gulf Coast Fishing Tournaments Inc., for a waiver of the rental fee for the Farmer's Market Pavilion on May 20-21, 2016.
- 19 Letter of Recommendation - regarding RFP for City Depository Services.
- 20 Letter of recommendation - regarding RFP for City Credit Card Services.

Budget Amendments / Docket of Claims

- 21 Budget Amendment #26 - to budget revenue received from a forfeiture resulting from a drug related arrest.
- 22 Budget Amendment #27 - to budget revenue received for the Coastal Narcotics Task Force.
- 23 Budget Amendment - to decrease KCDBG Grant West Harbor Elevated Fuel Facility by \$4,150,000.00 Org 542 - 05848.
- 24 Budget Amendment - to set up budget account for Brickyard Bayou Drainage Pre-Development Grant.
- 25 Budget Amendment - Mod #1 Brickyard Bayou Drainage KCDBG - Increase pre-development budget by \$1,918,580.00.
- 26 Budget Amendment - to set up Budget account for Coffee Creek R-109-202-08-KCR Pre-Development in the amount of \$50,000.00. Org 542-05850.
- 27 Budget Amendment - Mod #1 Coffee Creek Pre-Development Grant to increase pre-development cost by \$103,000.00.
- 28 Docket of Claims - Payroll Journals for the month of February, 2016.
- 29 Docket of Claims - to be approved through March 9, 2016.

Routine Agenda

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

- 31** Public Records Requests - for the month of January 2016- to be made part of the minutes.
- 32** Letter of Recommendation - regarding bids received by Purchasing for Mini Crawler Excavator - to be made a part of the minutes.
- 33** Letter of recommendation - regarding bids received by Purchasing for Toughbook Computers - Utility Billing - to be made a part of the minutes.
- 34** Letter - regarding bid awarded by Purchasing for Traffic Signal Cameras - Public Works - to be made a part of the minutes.
- 35** Letter - regarding bid awarded by Purchasing for Sanitary Manhole - Public Works - to be made a part of the minutes.
- 36** Letter - regarding bid awarded by Purchasing for a Phase Base Mount Cabinet - Public Works - to be made a part of the minutes.
- 37** Request - from Leisure Services to make additional payment to Swetman Security for pre/post Gulfport Harbor Lights Winter Festival services.
- 38** Request - to advertise 2016 Annual Action Plans for CDBG and HOME and 2015 Year End Consolidated Annual Performance and Evaluation Report.

Public Agenda

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

Council Comments

Memorial Adjournment

Setting of Next Meeting and Adjournment



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
City Council

Date: 02/23/2016

Subject: Approval of minutes - for February 16, 2016.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 02/26/2016

Subject: Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.

Recommendation:

Memorandum

To: Mayor Billy Hewes and Gulfport City Council

From: Greg Pietrangelo, Director
Department of Urban Development

Date: February 26, 2016

Re: Resolutions to declare property in a state of
uncleanliness and a menace to the public health and
safety of the community and to authorize lot clean-
up and/or demolitions, and for the authority to
advertise for bids to be presented to the City
Council on the 8th day of March, 2016.

Please place the attached item on the Council agenda for
March 8, 2016.

Subject: Code Enforcement Resolutions to Advertise for
Bids for Lot Clean-ups and/or Demolitions.

The attached items have been routed through the following
departments:

Approve

Disapprove

Dept. of Urban Development

✕

The items have been reviewed and approved by:

_____ Director of Urban Development

_____ CAO or Mayor _____

Memorandum - City of Gulfport

Department of Urban Development

Date: February 26, 2016

To: Mayor Billy Hewes
City Council Members

From: Code Enforcement

RE: Resolutions declaring property in a state of uncleanliness to be a menace to the public health and safety of the community and authorizing lot clean-up and/or demolitions and for approval to advertise for bids to be presented on the 8th day of March, 2016, to the City Council:

WARD 2

- Parcel 1: 0711P-03-034.000. S 100 Ft. of Lot 3, Blk. 3 & All Lot 3, Blk. 4, 57 Ft. on Beach – Blks. 3/4 – 4110 W Beach Blvd. Cut and clean grounds and remove all trash and debris from site. (Leung)
- Parcel 2: 0910M-03-039.000. Lots 18-24 Inc., Blk. 18, Myrtle Resurvey – 2902 6th Avenue. Remove all trash and debris from site. (Jarrell)

WARD 3

- Parcel 3: 0810N-02-026.000. Lots 4-5, Blk. 12, Standard Land – 2019 30th Street. Remove slab and backfill as necessary. Remove tires, trash and debris from site. (Pinkston)
- Parcel 4: 0810N-02-026.001. Lots 8-9, Blk. 12, Standard Land Add Part of SE 1/4 of SE 1/4 – 2105 30th Street. Demolish all structures including removal of steps, slabs, driveways and sidewalks from site. Remove slab and backfill as necessary. Remove tires, trash and debris from site. (Pinkston)(Demo)
- Parcel 5: 0810N-02-026.002. Lots 6-7, Blk. 12, Standard Land – 2021 30th Street. Remove tree(s) and all debris. Remove slab and backfill as necessary. Remove tires, trash and debris from site. (Pinkston)
- Parcel 6: 0910M-02-080.000. Lots 33-34, Blk. 6, Manhatten Add. – 712 Georgia Street. Stabilize structure. Board up and secure all openings. Cut and clean grounds and remove all trash & debris from site. (Brown)

There came on for consideration at a meeting of the Mayor and members of the Council of the City of Gulfport, Mississippi, held on the **8th** day of **March, 2016**, the following Resolution:

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

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

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

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

- Parcel 1: 0711P-03-034.000. S 100 Ft. of Lot 3, Blk. 3 & All Lot 3, Blk. 4, 57 Ft. on Beach – Blks. 3/4 – 4110 W Beach Blvd. Cut and clean grounds and remove all trash and debris from site. (Leung)
- Parcel 2: 0910M-03-039.000. Lots 18-24 Inc., Blk. 18, Myrtle Resurvey – 2902 6th Avenue. Remove all trash and debris from site. (Jarrell)
- Parcel 3: 0810N-02-026.000. Lots 4-5, Blk. 12, Standard Land – 2019 30th Street. Remove slab and backfill as necessary. Remove tires, trash and debris from site. (Pinkston)
- Parcel 4: 0810N-02-026.001. Lots 8-9, Blk. 12, Standard Land Add Part of SE 1/4 of SE 1/4 – 2105 30th Street. Demolish all structures including removal of steps, slabs, driveways and sidewalks from site. Remove slab and backfill as necessary. Remove tires, trash and debris from site. (Pinkston)(Demo)
- Parcel 5: 0810N-02-026.002. Lots 6-7, Blk. 12, Standard Land – 2021 30th Street. Remove tree(s) and all debris. Remove slab and backfill as necessary. Remove tires, trash and debris from site. (Pinkston)
- Parcel 6: 0910M-02-080.000. Lots 33-34, Blk. 6, Manhattan Add. – 712 Georgia Street. Stabilize structure. Board up and secure all openings. Cut and clean grounds and remove all trash & debris from site. (Brown)

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

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

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

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

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

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

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

YEAS:

NAYS:

ABSENT:

WHEREUPON the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT OF THE COUNCIL

The above and foregoing Resolution having been submitted to and approved by the
Mayor, this the _____ day of _____, 2016.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Cory Long, Planner
Planning & Zoning

Date: 02/29/2016

Subject: Final Plat - creation of a 16 lot subdivision, zoned B-2 (General Business), located north of Interplex Parkway, south of and adjacent to Interstate 10, west of and adjacent to Lorraine Road, and east of Corporate Drive - Case # 1601PC004 - Ward 5.

Recommendation:

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator *ms. 12*
Urban Development Department

Date: February 26, 2016

Re: Final Plat: Case File Number: 1601PC004

Subject: Final Plat of Cedar Popp Commercial Park

Planning Staff recommendation: To approve the request with conditions

Planning Commission recommendation: To approve staff recommendation

Motion: John Anthony

Second: WM Prince Jones

KEITH WILLIAMS - Chairman

CHARLIE HEWES - yea

JOHN ANTHONY - yea

WM. PRINCE JONES - yea

MARTY WARREN - yea

B. J. SELLERS - yea

VIRGINIA ADOLPH - yea

COLETTE TOWLES - absent

DOUG HANCOCK - absent

EVERETTE LADNER - absent

Action: Motion was carried unanimously

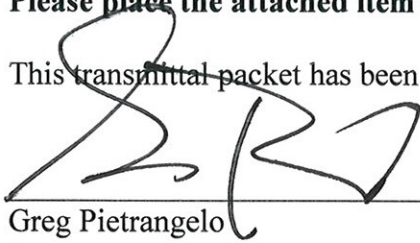
Speaking for the Petition: Brook Shoultz

Speaking against the Petition: None

On January 28, 2016, the Gulfport City Planning Commission recommended approval of the above described rezoning request in accordance with Staff recommendations and in compliance with ordinance requirements.

Please place the attached item on the Council agenda for March 8, 2016.

This transmittal packet has been reviewed and approved by:

A handwritten signature in black ink, appearing to be 'GP' with a stylized flourish at the end.

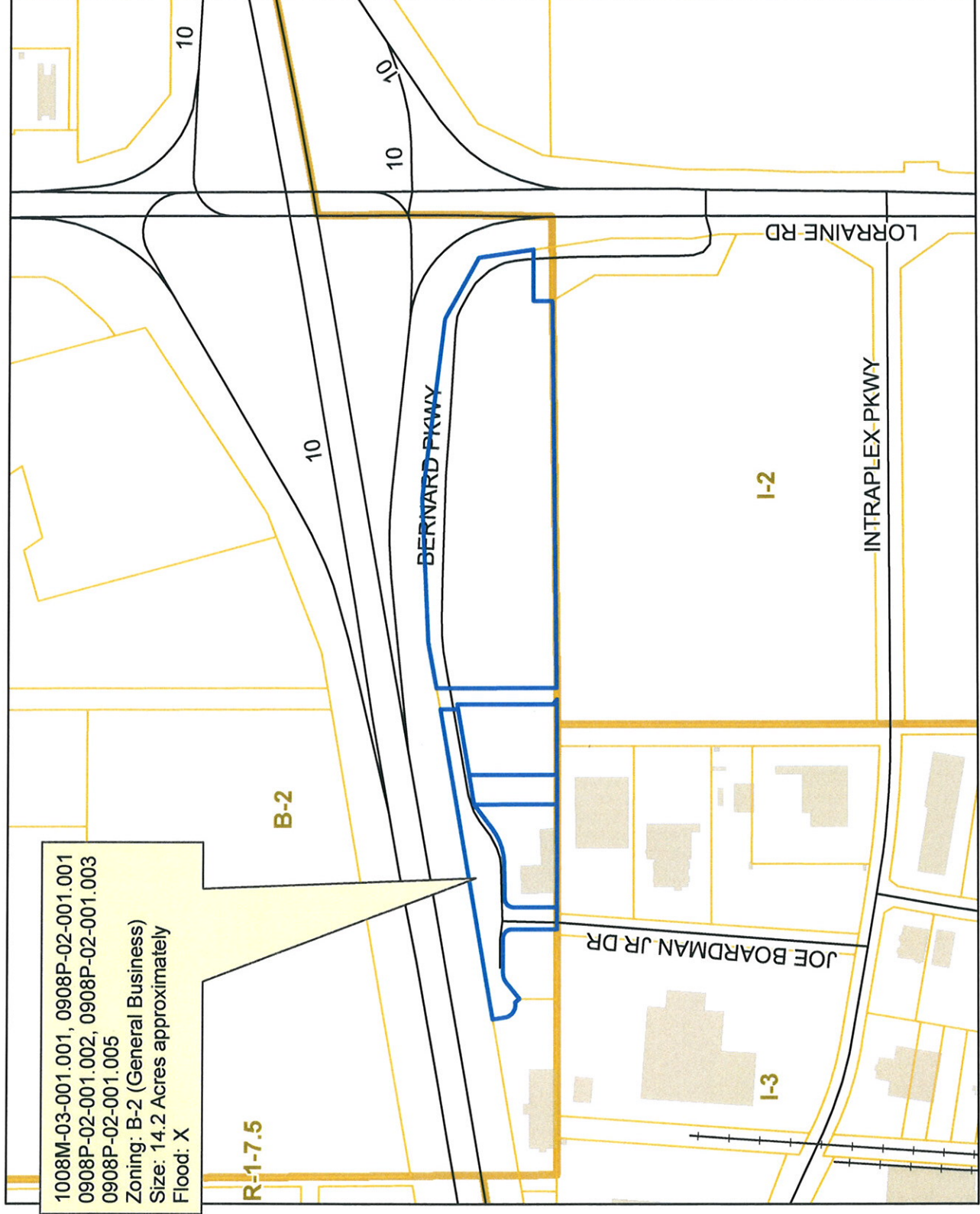
Director of Urban Development

Greg Pietrangelo

CAO or Mayor

1601PC004

Final Plat



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.



DEPARTMENT OF
URBAN DEVELOPMENT
PLANNING DIVISION

January 29, 2016

Southland Enterprises Inc,
Cedar Popp's Partners Inc,
& Gulfport Land Holdings LLC
12251 Bernard Parkway Suite 200
Gulfport, MS 39503

Go Properties LLC
& Garlon Homes LLC
12211 Bernard Parkway
Gulfport, MS 39503

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5710
Fax: 228-868-5708

Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

RE: Final Plat: Case File Number 1601PC004: Cedar Popp's Partners, Inc; Southland Enterprises, Inc; Gulfport Land Holdings, LLC; Garlon Homes, LLC; and GO Properties, LLC; property owners, request Final Plat Approval to allow create a 16-lot commercial subdivision on tax parcels 1008M-03-001.001, 0908P-02-001.001, 0908P-02-001.002, 0908P-02-001.003, 0908P-02-001.005 containing 14.2 acres $\pm$, zoned B-2(General Business) (Located north of Interplex Parkway, south of and adjacent to Interstate 10, west of and adjacent to Lorraine Road, and east of Corporate Drive) Ward 5.

Request to amend plat of Florence Gardens Phase 3A-1, City of Gulfport due to drafting error as well as changes in the setback requirements to bring it more in line with the T4L zoning.

To Whom It May Concern:

This letter will officially notify you that at the Public Hearing on Thursday, January 28, 2016, the Gulfport City Planning Commission recommended approval of the request with the following conditions:

1. New construction must comply with 2012 International Fire Codes for road widths and surfaces, hydrant locations and spacing.
2. All construction shall comply with all building codes and City ordinances.
3. Must submit the signed plat, being: 2 copies on Mylar, 1 copy on Linen, and 7 black lines of approved plat along with the AutoCad .DWG file or .DXF 16-bit file.
4. Must follow all other applicable rules and regulations.

This case will then be forwarded to the Gulfport City Council for final consideration and decision. You will be notified by mail of the time, date and place of the City Council Meeting.

Any interested party that may feel aggrieved by the Planning Commission recommendation is entitled to have their objection considered by filing a written notice of objection on or before fifteen (15) calendar days after the date of the Planning Commission hearing. The objection and reasons for objecting to the recommended decision should be stated in writing and filed with the Department of Urban Development-Planning Division. This objection shall be forwarded as part of the record with the record and recommendation from the Planning Commission to the Mayor and City Council. The City Council shall make a final decision based upon the record as submitted. No new evidence may be presented at the meeting.

If you have any questions, please contact this office.

Sincerely,

Thomas Lane
Planner I

cc: Agent, Building Code Services

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator *GH*
Urban Development Department

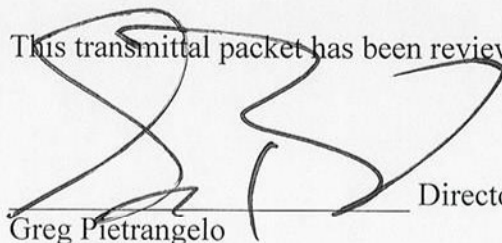
Date of Hearing: January 28, 2016

Re: Final Plat: Case File Number 1601PC004

Cedar Popp's Partners, Inc; Southland Enterprises, Inc; Gulfport Land Holdings, LLC; Garlon Homes, LLC; and GO Properties, LLC; property owners, request Final Plat Approval to allow create a 16-lot commercial subdivision on tax parcels 1008M-03-001.001, 0908P-02-001.001, 0908P-02-001.002, 0908P-02-001.003, 0908P-02-001.005 containing 14.2 acres $\pm$, zoned B-2(General Business) (Located north of Interplex Parkway, south of and adjacent to Interstate 10, west of and adjacent to Lorraine Road, and east of Corporate Drive) Ward 5.

Recommendation: Staff recommendation is to approve the request with conditions.

This transmittal packet has been reviewed and approved by:



Director of Urban Development Department

Greg Pietrangelo

STAFF REPORT

(Final Plat Approval – Subdivision)

GENERAL INFORMATION

Case File Number: 1601PC004

Hearing Date: January 28, 2016

Current Zoning/Use: B-2 (General Business) / Vacant & Office Buildings

Proposal: Cedar Popp's Partners, Inc; Southland Enterprises, Inc; Gulfport Land Holdings, LLC; Garlon Homes, LLC; and GO Properties, LLC; property owners, request Final Plat Approval to allow create a 16-lot commercial subdivision on tax parcels 1008M-03-001.001, 0908P-02-001.001, 0908P-02-001.002, 0908P-02-001.003, 0908P-02-001.005 containing 14.2 acres $\pm$, zoned B-2 (General Business).

Location: North of Interplex Parkway, south of and adjacent to Interstate 10, west of and adjacent to Lorraine Road, and east of Corporate Drive, Ward 5.

ANALYSIS

The applicant is requesting to approve a Final Plat for 15 general commercial lots and three incidental lots. The incidental lots are referenced as Lot A, Lot B and Less and Except Parcel 2. Lot A, see plat for locations. The property has existing private drive, Bernard Parkway, along with other utilities that are to become City property. The Property is located south of Interstate-10 and west of Cowan Road.

HISTORY

Case File Number 0610PC222 - Cedar Popp's Partners Inc. and Southland Enterprises Inc, requested for General Plan Approval for Cedar Popp's Commercial Park Subdivision, a 19-lot commercial/retail development, zoned B-2. On September 28, 2006, the Gulfport City Planning Commission approved the request with the following conditions: 1) Hydrants shall be installed and in working conditions; 2) Underground water main (fire) shall be tested and certified prior to covering up; 3) Hydrants shall be tested and inspected for proper fire flows and installations; 4) Access Road shall be a minimum of 20ft in width and all weather surface capable of supporting fire apparatus; 5) Addressing and street identification shall be visible from roadway; 6) Prior to any clearing of the land and before any constructions begins, apply for and receive a tree permit from the City of Gulfport. Should any clearing of land take place, no burning is allowed. Debris must be buried or hauled off. 7) Correct and update the following: a) flood elevations, b) errors noted in the review, electronic copy of all the CAD drawings with Mississippi state plan east in NAD 83 with two latitude and longitude points in feet (WGS84); c) a corrected copy of drawings sizes 24" by 36" and 11" by 17" to the Planning Staff no later than

17 October 2006; 8) City must have agreement with United Gas Pipeline for roadway crossing gas line. City Attorney must review prior to City of Gulfport accepting road for public use; 9) Relocate stop sign to southwest corner of Joe Boardman Drive; 10) Make road cross section conform to the asphalt pavement detail.

Case File Number 0212PC209 - Knesal Engineering Services, Inc. for Cedar Popp's, Inc, property owner, requested General Plan Approval for Cedar Popp's Commercial Park Subdivision, a 19 lot commercial/retail development, zoned B-2. On January 23, 2003, the Gulfport City Planning Commission deferred this case until such time as 1) notice requirements have been satisfied; 2) the office of the City Engineer is satisfied the City of Gulfport will not be required to incur expense associated with the reservation of rights by Koch Gateway in the area proposed to be dedicated as a street to the City of Gulfport; and 3) all property owners involved in the proposed development are properly identified and have joined in the application with concurrence for sketch and general plan.

Case File Number 0102PC027 - On February 22, 2001, the Gulfport City Planning Commission considered the request that was filed by Knesal Engineering Services, Inc for Cedar Popp's, Inc. requesting General Plan Approval of Cedar Popp's Commercial Park, a 28-lot commercial/retail subdivision. The Planning Commission approved the request subject to the following conditions: 1) The undesignated out parcel be named on final plat, 2) The applicant provide street names in compliance with E911 addressing, 3) The official flood zone designation is shown on the plat, 4) Proof rolling of the asphalt base must be conducted in the presence of the City Engineer or his duly authorized representative, 5) Eight (8) inches of limestone base is compacted, requirements noted on sheet PL-1, which has been provided to the applicant by City Engineer, 6) A draft Copy of the protective covenants be provided prior to the case being heard by the City Council and other comments as supplied to the applicant by city departments.

Case File Number: 0010PC222 - The Planning Commission considered the request filed by Knesal Engineering Services, Inc. representing Cedar Popp's, Inc, requesting Sketch Plan Approval of Cedar Popp's Commercial Park, a 28-lot commercial/retail subdivision. The request was approved with the following comments: (1) If covenants are to be used, they must be provided with the General Plan. (2) A second ingress/egress to the Commercial Park Subdivision is required. (3) The cul-de-sac not be greater than 600 feet.

Case file number 0010PC221 - Application filed by Knesal Engineering Services, Inc representing Cedar Popp's, Inc., requested approval to change the zoning district classification of properties located on the southwest corner of I-10 and Cowan Lorraine Road. The properties were currently zoned as an I-2 and I-3 (Industry) District. The request was to change the zoning district classification to a B-2 (Commercial) District for the purpose of developing Commercial/Retail Park. The request was approved.

Waivers Requested: When sketch plan was approved, a waiver was granted for the 50' Right-of-way.

CONDITIONS BY DEPARTMENTS AND AGENCIES

<u>Engineering:</u>	No Conditions. Memo January 12, 2016.
<u>Public Works:</u>	No Conditions. Memo January 13, 2016.
<u>Traffic and Safety:</u>	No Conditions. January 12, 2016.
<u>Fire Department:</u>	Conditions. New construction must comply with 2012 International Fire Codes for road widths and surfaces, hydrant locations and spacing. Memo January 12, 2016.
<u>Police Department:</u>	No Conditions. Memo January 12, 2016.
<u>Building Code Services:</u>	Conditions. All construction shall comply with all building codes and City ordinances. Memo January 12, 2016

RECOMMENDATION

The staff recommendation is to approve the request with the following conditions:

- 1) New construction must comply with 2012 International Fire Codes for road widths and surfaces, hydrant locations and spacing.
- 2) All construction shall comply with all building codes and City ordinances.
- 3) Must submit the signed plat, being: 2 copies on Mylar, 1 copy on Linen, and 7 black lines of approved plat along with the AutoCad .DWG file or .DXF 16-bit file.
- 4) Must follow all other applicable rules and regulations.

Tax Parcel # 0908P-02-001.005
(cont.) 0908P-02-001.003



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	0	8	M
0	9	0	8	P
0	9	0	8	P

 -

0	3
0	2
0	2

 -

0	0	1
0	0	1
0	0	1

 .

0	0	1
0	0	1
0	0	2

For Staff Use Only

Case File #: 16019C004Date Received: 12/1/15Receipt #: 7644023Received By: GH

Zoning: _____

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

Address of Property Involved: 12200 Bernard Parkway 39503

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

General Location: SW Corner of I10 and Cowan Road

GENERAL DESCRIPTION OF REQUEST:

Approval of Final Plat

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

Cedar Poppis Portners, Inc.

Printed Name Of Owner

12251 Bernard Pkwy, Suite 200

Mailing Address

Gulfport MS 39503

City

State

Zip code

(228) 206-3465 (228) 863-3878

Home Phone

Work/Cell Phone

mpernick@be-inc.com

bzhgult@be-inc.com

Email

Ronald W. Blackledge, Sr.

Signature Of Owner

AGENT

K Brooke Shultz

Printed Name Of Agent

12251 Bernard Pkwy, St 200

Mailing Address

Gulfport, MS 39503

City

State

Zip code

(228) 424-0500

Home Phone

Work/Cell Phone

brooke@kbfirm.com

Email

K Brooke Shultz

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.

This page must be completed if the property or properties involved have more than one owner. All persons listed as owners to the property or properties listed on page one must complete and sign this part of the application.

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 authorized to act as the owner's agent for herein described request.

NAME OF OWNER (PRINT) Southland Enterprises, Inc.

ADDRESS (STREET, CITY, STATE, ZIP CODE) 12251 Bernard Pkwy, Suite 200
Gpt, MS 39503

PHONE # (H) (228) 206-3465 (W) (228) 863-3878

TAX PARCEL NUMBER(S) OWNED 0908P-02-001.001

SIGNATURE: [Signature] President
Ronald W. Blackledge, Sr.

NAME OF OWNER (PRINT) Gulfport Land Holdings, LLC

ADDRESS (STREET, CITY, STATE, ZIP CODE) 12251 Bernard Pkwy, Suite 200
Gpt, MS 39503

PHONE # (H) (228) 206-3465 (W) (228) 863-3878

TAX PARCEL NUMBER(S) OWNED 0908P-02-001.002

SIGNATURE: [Signature] Authorized Signatory
R. Brittany Blackledge

NAME OF OWNER (PRINT) Garlow Homes, LLC

ADDRESS (STREET, CITY, STATE, ZIP CODE) 12211 Bernard Pkwy, Gpt, MS 39503

PHONE # (H) _____ (W) 228-215-0469

TAX PARCEL NUMBER(S) OWNED 0908P-02-001.005

SIGNATURE: [Signature] Authorized Signatory
Garlow Pemberton

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES

PERSON/AGENT FOR YOU: Ronald W Blackledge, Sr.

This page must be completed if the property or properties involved have more than one owner. All persons listed as owners to the property or properties listed on page one must complete and sign this part of the application.

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 authorized to act as the owner's agent for herein described request.

NAME OF OWNER (PRINT) Go Properties, LLC

ADDRESS (STREET, CITY, STATE, ZIP CODE) 12211 Bernard Pkwy, Gpt, MS 39503

PHONE # (H) _____ (W) 228-215-0469

TAX PARCEL NUMBER(S) OWNED 0908P-02-001.003

SIGNATURE: *[Signature]* Authorized Signatory
Gerlon Pemberton

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (W) _____

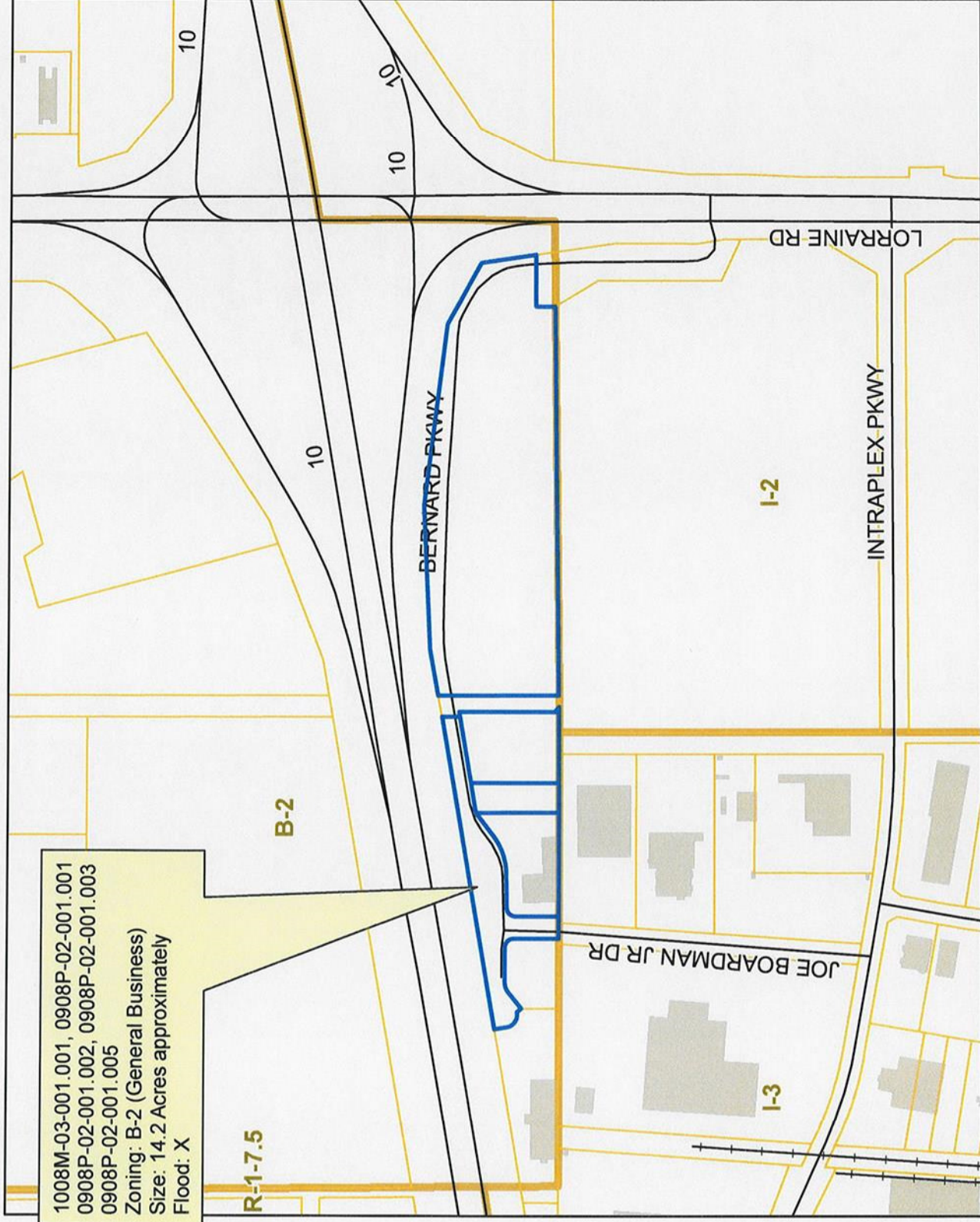
TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES

PERSON/AGENT FOR YOU: Ronald W Blackledge, Sr.



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.

The logo for Knesal Engineering Services, Inc. features the company name in a stylized font. "KNESAL" is in red and "ENGINEERING" is in blue. Below it, "SERVICES, INC." is written in a smaller, red, spaced-out font. The text is overlaid on a circular graphic with intersecting lines.

KNESAL ENGINEERING
SERVICES, INC.

December 17, 2015

Kris Riemann, P.E.
Director of Engineering
City of Gulfport
4050 Hewes Avenue
Gulfport, Mississippi 39507

Letter No.: 118-1519
Re: Cedar Popp's Commercial Park
KES Project No. 1519

Dear Mr. Riemann:

Attached are the test results from Burns Cooley Dennis, Inc. for the Cedar Popp's Commercial Park project for your use:

1. Existing Pavement Thickness, dated September 16, 2015
2. Existing Pavement Thickness, dated October 14, 2015

If you need additional information please do not hesitate to call.

Sincerely,

KNESAL ENGINEERING SERVICES, INC.

A handwritten signature in blue ink, appearing to read "Scott A. Holland".

Scott A. Holland
Project Manager

Attachments

CONSULTING ENGINEERS

BURNS COOLEY DENNIS, INC.

GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

Corporate Office

551 Sunnybrook Road
Ridgeland, MS 39157
Phone: (601) 856-9911
Fax: (601) 856-9774

Mailing Address

Post Office Box 12828
Jackson, MS 39236

www.bcdgeo.com

Materials Laboratory

278 Commerce Park Drive
Ridgeland, MS 39157
Phone: (601) 856-2332
Fax: (601) 856-3552

Memorandum

To: Southland Enterprises c/o Matt Renick
12251 Bernard Parkway, Suite 200
Gulfport, Mississippi 39503

From: Kevin Williams, P.E. *KW*

Date: October 14, 2015

Subject: Existing Pavement Thickness
Cedar Pops Commercial Park
Gulfport, Mississippi

BCD Project No. 150605

On September 9, 2015, BCD cut two asphalt pavement cores within Bernard Parkway at Cedar Pops Commercial Park as documented in a BCD memo dated September 16, 2015. On October 10, 2015, BCD cut two additional asphalt pavement cores within Bernard Parkway as requested by Matt Renick of Blacklidge Emulsions, Inc. in order to verify the asphalt pavement and base thickness. Core locations were selected in the field by a representative of BCD. Asphalt pavement thickness was determined by measuring each individual core. The asphalt pavement was found to be underlain by crushed concrete base material. Thickness of the crushed concrete base was determined by measuring the sidewall of the corehole. Asphalt and crushed concrete base thicknesses are presented in the table below.

Pavement Thickness
Bernard Parkway
Cedar Pops Commercial Park
Gulfport, Mississippi

Core No.	Location	Thickness (in.)	
		Asphalt	Crushed Concrete Base
3	east end of Benard Pkwy 94 ft west of Core No. 2	2.3	8.5
4	west end of Benard Pkwy 392 ft east of Core No. 1	2.0	8.0

RECEIVED KES

Via: email File: 1515

OCT 15 2015

Route:

RIDGELAND

HATTIESBURG

GULFPORT

MEMPHIS

BURNS COOLEY DENNIS, INC.

GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

Corporate Office

551 Sunnybrook Road
Ridgeland, MS 39157
Phone: (601) 856-9911
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Materials Laboratory

278 Commerce Park Drive
Ridgeland, MS 39157
Phone: (601) 856-2332
Fax: (601) 856-3552

Memorandum

To: Southland Enterprises c/o Matt Renick
12251 Bernard Parkway, Suite 200
Gulfport, Mississippi 39503

From: Kevin Williams, P.E. *KWW*

Date: September 16, 2015

BCD Project No. 150605

Subject: Existing Pavement Thickness
Cedar Popps Commercial Park
Gulfport, Mississippi

On September 9, 2015, BCD cut two asphalt pavement cores within Bernard Parkway at Cedar Popps Commercial Park as requested by Matt Renick of Blackledge Emulsions, Inc. Cores were obtained from the existing roadway in order to determine the asphalt pavement and base thickness. Core locations were selected by representatives of Southland Enterprises. Asphalt pavement thickness was determined by measuring each individual core. The asphalt pavement was found to be underlain by crushed concrete base material. Thickness of the crushed concrete base was determined by measuring the sidewall of the corehole. Asphalt and crushed concrete base thicknesses are presented in the table below.

Pavement Thickness
Bernard Parkway
Cedar Popps Commercial Park
Gulfport, Mississippi

Core No.	Location	Thickness (in.)	
		Asphalt	Crushed Concrete Base
1	West End of Benard Pkwy	2.3	6.0
2	East End of Benard Pkwy	2.8	9.0

RECEIVED KES
Via: email File: 1519

SEP 25 2015

Route:

RIDGELAND

HATTIESBURG

GULFPORT

MEMPHIS

KNESAL ENGINEERING
SERVICES, INC.

October 26, 2015

Kris Riemann, P.E.
Director of Engineering
City of Gulfport
4050 Hewes Avenue
Gulfport, Mississippi 39507

Letter No.: 116-1519
Re: Cedar Popp's Commercial Park
KES Project No. 1519

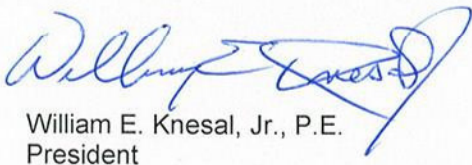
Dear Mr. Riemann:

To the best of my knowledge and belief, this project has been constructed in substantial conformance with the plans and specifications.

If you need additional information please do not hesitate to call.

Sincerely,

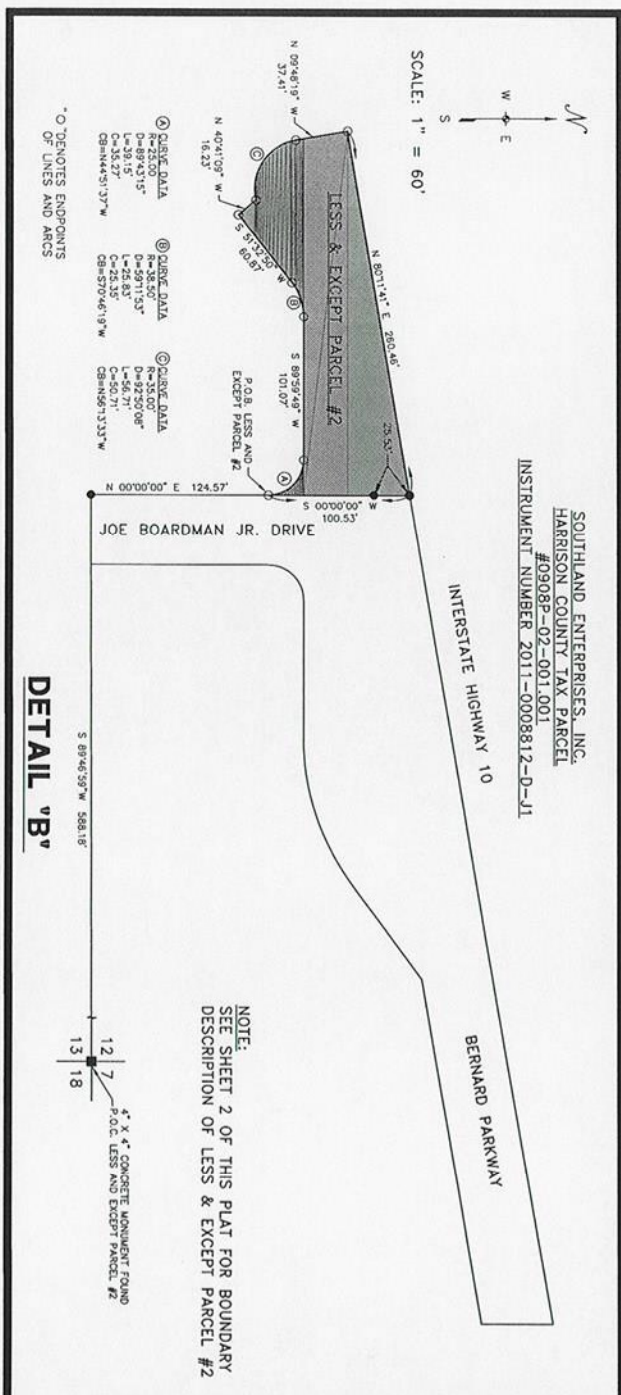
KNESAL ENGINEERING SERVICES, INC.



William E. Knesal, Jr., P.E.
President

CONSULTING ENGINEERS

14321 CREOSOTE ROAD • GULFPORT, MISSISSIPPI 39503 • 228•867•9100 • FAX 228•865•0043
P.O. BOX 3288 • GULFPORT, MISSISSIPPI 39505



SHEET 5

— = UNETYPE INDICATING OVERALL
BOUNDARY/PERIMETER OF PLATTED LANDS

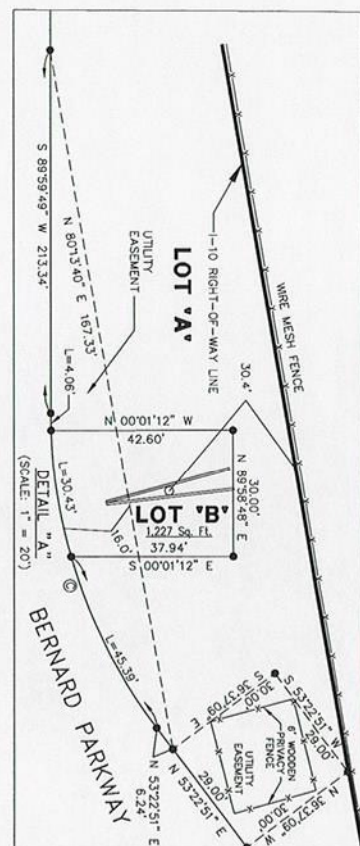
— = UNETYPE INDICATING INTERIOR LOT LINES

SCALE: 1" = 60'

NOTE:
SEE SHEET 2 OF THIS PLAT FOR BOUNDARY
DESCRIPTION OF LESS & EXCEPT PARCEL #2

- 1) This survey shows rights-of-way, easements, and restrictions provided to the surveyor, and therefore may not show all current rights-of-way, easements, or restrictions. The surveyor shall be responsible for the correct abstract of title and title report. By an attorney, this surveyor will be available to deal with such features as necessary.
- 2) **BUILDING SETBACKS.**
FRONT YARD - 25'
REAR and SIDE YARD - NONE
(No buildings to be constructed within any easements shown on plat).
- 3) • = ½ inch rod set with red cap unless otherwise noted.
■ = 6 inch square concrete monument found unless otherwise noted.
- 4) This property lies in Flood Zone "X", per Flood Insurance Rate Map Number 28047C02050, effective date June 16, 2009.
- 5) This property lies in Zone "B-2", per the City of Duluth's Zoning Map.
- 6) Lot "B" to be reserved by owner.

WEEK	DRAWN BY:	JCC	DATE:	12/18/2015	REVISD:
	RUN/SAS	CHECKED BY:			
	PREDLIMINARY				
	APPROVED FOR BID				
	APPROVED FOR CONST.				
MESAL ENG.	DRAWING ISSUE				
DATE	BY				



GEODETIC NORTH
PER SOLAR
OBSERVATION
SCALE: 1" = 50'
CLASS "B" SURVEY

WEEK	DATE	REVISIONS:
DRAWN BY:	CHKD BY:	
RMV/SAS	JCC	
12/16/2015		

[illegible]

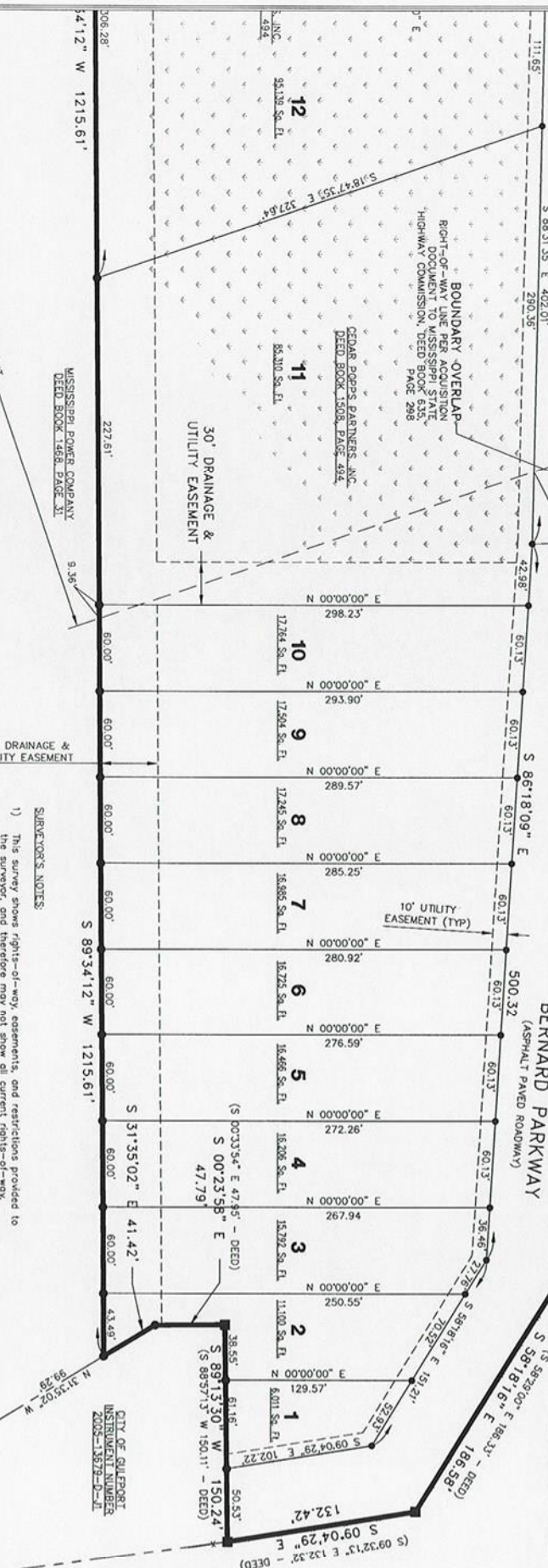
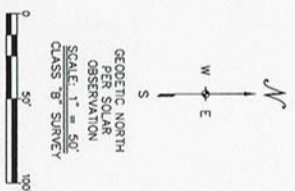
(MONUMENTED RIGHT-OF-WAY LINE
(S 88°31'35" W 407.92')
(S 88°43'28" E 408.05' - DEED)
S 89°53'19" E 406.10'
WIRE MESH FENCE

(MONUMENTED RIGHT-OF-WAY LINE
S 86°18'09" E 513.75'
(S 86°35'36" E 513.83' - DEED)
S 85°14'24" E 516.14'
WIRE MESH FENCE

BERNARD PARKWAY
(ASPHALT PAVED ROADWAY)

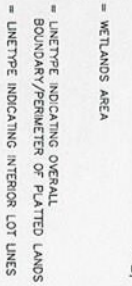
BERNARD PARKWAY
(ASPHALT PAVED ROADWAY)

LOLRAINE ROAD
(PAVED PUBLIC RIGHT-OF-WAY)



SURVEYOR'S NOTES:

- 1) This survey shows rights-of-way, easements, and restrictions provided to the surveyor, and therefore may not show all current rights-of-way, easements, or restrictions. The surveyor is not responsible for the accuracy of title and title report by an attorney; this surveyor will be available to add such features as necessary.
- 2) BUILDING SETBACKS:
FRONT YARD - 25'
REAR AND SIDE YARD - NONE
(No buildings to be constructed within any easements shown on plat.)
- 3) • = 1/2 inch rod set, with red cap unless otherwise noted.
■ = 6 inch square concrete monument found unless otherwise noted.
- 4) This property lies in Flood Zone "X", per Flood Insurance Rate Map Number 2804702800, effective date June 16, 2009.
- 5) This property lies in Zone "B-2", per the City of Gulfport's Zoning Map.
- 6) Lot "B" to be reserved by owner.



PROJECT NO. 1519
SHEET 5 OF 5
REV. PLAT-5
DRAWING NO. 1519

KINESA ENGINEERING
SERVICES, INC.

14321 CREOSOTE ROAD
GULFPORT, MS 39503
PHONE: 865-265-1000
FAX: 865-265-0043
email: info@kinesaengineering.com
www.kinesaengineering.com

PROJECT NAME
CEDAR POPPS COMMERCIAL PARK
GULFPORT, MISSISSIPPI

SHEET TITLE
PLAT LOT LAYOUT

KESAL ENG.		DRAWING ISSUE	
DATE	BY	PRELIMINARY	
		FOR APPROVAL	
		APPROVED FOR CON.	

DESIGNED BY:	WCK
DRAWN BY:	RLN/SMS
CHECKED BY:	JOC
DATE:	12/18/2015
REVISION:	

CEDAR POPPS COMMERCIAL PARK

CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

OWNERS, CERTIFICATE AND DEDICATION.

This is to certify that Gulfport Land Holdings, LLC, Southland Enterprises, Inc., Cedar Pops Partners, Inc., CO Properties, LLC, Gordon Homes, LLC, and Guice Spinner Holdings, LLC, corporations authorized and existing under laws of the state of Mississippi, are the owners of the land plotted and described hereon, and that Hancock Bank, hereby joins in the dedication for the reason they are CDAR POPPS COMMERCIAL PARK, lying in Section 12, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, and hereby dedicate lot "A", the rights-of-way and easements, as shown on this plat, to the City of Gulfport forever. Rights-of-way and easements are also dedicated to the Harrison County Development Commission to maintain water and sewer services.

Witness our signatures this the _____ day of _____, 20____.

Ronald W. Blackledge Sr.
President, Southland Enterprises, Inc.

Ronald W. Blackledge Sr.
President, Cedar Pops Partners, Inc.

Roy L. Wesson, Jr.
Managing Member, Gulfport Land Holdings, LLC

Gordon Pemberton
Authorized Signatory, CO Properties, LLC

Ivan Spinner
Authorized Signatory, Guice Spinner Holdings, LLC

Gordon Pemberton
Authorized Signatory, Gordon Homes, LLC

Brent Forley
Senior Vice President, Hancock Bank

ACKNOWLEDGMENT.

STATE OF MISSISSIPPI
COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 20____, _____, the within named _____, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

NOTARY PUBLIC My commission expires: _____

ACKNOWLEDGMENT.

STATE OF MISSISSIPPI
COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 20____, _____, the within named _____, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

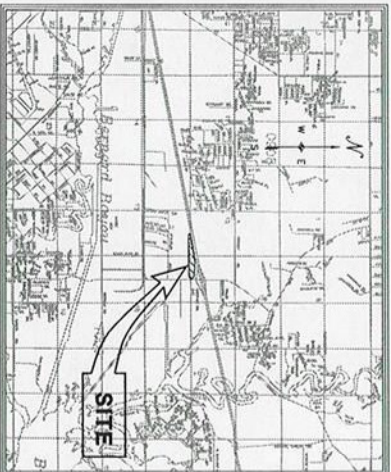
NOTARY PUBLIC My commission expires: _____

ACKNOWLEDGMENT.

STATE OF MISSISSIPPI
COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 20____, _____, the within named _____, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company to do so.

NOTARY PUBLIC My commission expires: _____



VICINITY MAP
(NOT TO SCALE)

CERTIFICATE OF APPROVAL, PLANNING COMMISSION.

This Subdivision plat has been submitted to and approved by the Planning Commission of the City of Gulfport, Mississippi by order duly adopted on the _____ day of _____, 20____.

GULFPORT PLANNING COMMISSION

By: _____

Title: _____

Date: _____

CERTIFICATE OF FINAL PLAT APPROVAL.

All requirements of the Gulfport subdivision rules and regulations relative to the preparation and submission of a subdivision plat having been fulfilled, the City of Gulfport hereby grants by the Mayor and Councilmen of the City of Gulfport, subject to further provisions of the said rules and regulations.

By: _____

Title: _____

Date: _____

CERTIFICATE OF ACCEPTANCE.

Approval and acceptance of Plat for recording by Order of the Mayor and City Council of the City of Gulfport, Mississippi, Minute Book _____, Page(s) _____, this the _____ day of _____, 20____.

Billy Hewes
Mayor, City of Gulfport

Date: _____

City Clerk, City of Gulfport

Date: _____

ACKNOWLEDGMENT.

STATE OF MISSISSIPPI
COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 20____, _____, the within named _____, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

NOTARY PUBLIC My commission expires: _____

ACKNOWLEDGMENT.

STATE OF MISSISSIPPI
COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 20____, _____, the within named _____, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

NOTARY PUBLIC My commission expires: _____

ACKNOWLEDGMENT.

STATE OF MISSISSIPPI
COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 20____, _____, the within named _____, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

NOTARY PUBLIC My commission expires: _____

ACKNOWLEDGMENT.

STATE OF MISSISSIPPI
COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 20____, _____, the within named _____, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

NOTARY PUBLIC My commission expires: _____

PROJECT NO. 1519
SHEET 1 OF 5
REV. PLAT-1
DRAWING NO. 1519

KNESAL ENGINEERING
SERVICES, INC.

14321 CREOSOTE ROAD
GULFPORT, MS 39503
P: (867) 853-0000
F: (867) 853-0043
email: plot@knesalengineering.com
www.knesalengineering.com

PROJECT NAME
CEDAR POPPS COMMERCIAL PARK
GULFPORT, MISSISSIPPI

SHEET TITLE
CERTIFICATE SHEET 1

REVISIONS	
DATE	BY
12/18/2015	JCC
	CHECKED BY:
	RLW/SMS
	DRAWN BY:
	WFK
	DESIGNED BY:

DRAWING ISSUE
PRELIMINARY
FOR APPROVAL
APPROVED FOR CONSTRUCTION

CEDAR POPPS CO

CITY OF GULFPORT, FIRST JUDICIAL DISTRICT

BOUNDARY DESCRIPTION:

A parcel of land located in the Southwest Quarter of the Southwest Quarter of Section 7, Township 7 South, Range 10 West and the Southeast Quarter of the Southeast Quarter of Section 12, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows:

BEGIN at a four inch square concrete monument found being the corner common to Sections 7 and 18, Township 7 South, Range 10 West, and Sections 12 and 13, Township 7 South, Range 11 West, said monument proven by F.J. Hovas, R.L.S., on his survey dated 1971 and accepted by Harrison County per the boundary agreement recorded in Deed Book 1062, Page 148; thence South 89 degrees 46 minutes 59 seconds West 588.18 feet, along the north line of Lot 18 of Intralex 10, Phase 1, per Plat Book 36, Page 42A, to a one half inch rod set; thence North 00 degrees 00 minutes 00 seconds East 225.10 feet to a one half inch rod set on the south margin of Interstate Highway 10; thence North 80 degrees 11 minutes 41 seconds East 844.18 feet along said south margin to a six inch square concrete monument found; thence South 89 degrees 53 minutes 19 seconds East 406.10 feet along said south margin to a one half inch rod found; thence South 85 degrees 14 minutes 24 seconds East 516.14 feet along said south margin to a six inch square concrete monument found; thence South 58 degrees 18 minutes 16 seconds East 186.58 feet, along said south margin, to a six inch square concrete monument found on the west margin of Lorraine Road; thence South 09 degrees 04 minutes 29 seconds East 132.42 feet along said west margin to a six inch square concrete monument found at the northeast corner of the property conveyed to the City of Gulfport per Instrument Number 2005-13679-D-J1; thence South 89 degrees 13 minutes 30 seconds West 150.24 feet along the north line of said City of Gulfport property to a 6 inch square concrete monument found; thence South 00 degrees 23 minutes 58 seconds East 47.79 feet along the west line of said City of Gulfport property to a one half inch rod found; thence South 31 degrees 35 minutes 02 seconds East 41.42 feet along the west line of said City of Gulfport property to a one half inch rod found on the south line of the Southwest Quarter of the Southwest Quarter of said Section 7, also being the north line of the property conveyed to Mississippi Power Company per Deed Book 1468, Page 31; thence South 89 degrees 34 minutes 12 seconds West 1215.61 feet, along the south line of said Southwest Quarter of the Southwest Quarter, to the Point of Beginning.

The above described parcel containing 13.766 acres, more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL #1:

The property conveyed to Gulf South Pipeline Company per Deed Book 418, Page 462, and Instrument Number 2006-7098-D-J1, more particularly described as follows:

COMMENCE at a concrete monument being the corner common to Sections 7 and 18, Township 7 South, Range 10 West, and Sections 12 and 13, Township 7 South, Range 11 West, proven by F.J. Hovas, R.L.S., on survey dated 1971 and accepted by Harrison County per the boundary agreement recorded in Deed Book 1062 Page 148; thence North 89 degrees 34 minutes 12 seconds East 53.49 feet along the south line of the Southwest Quarter of the Southwest Quarter of said Section 7, also being the north line of the property conveyed to Mississippi Power Company per Deed Book 1468, Page 31, to one half inch rod set and the POINT OF BEGINNING;

Thence North 55 degrees 28 minutes 37 seconds West 16.41 feet to a one half inch rod set; thence North 00 degrees 36 minutes 52 seconds West 321.16 feet to a one half inch rod set on the south margin of Interstate Highway 10; thence North 80 degrees 11 minutes 41 seconds East 60.78 feet along said south margin to a one half inch rod set; thence South 00 degrees 36 minutes 52 seconds East 299.72 feet to a one half inch rod; thence South 55 degrees 28 minutes 37 seconds East 71.11 feet to a one half inch rod set on the south line of said Southwest Quarter of the Southwest Quarter and the north line of said Mississippi Power Company property; thence South 89 degrees 34 minutes 12 seconds West 104.73 feet, along the south line of said Southwest Quarter of the Southwest Quarter, to the Point of Beginning.

The above described parcel containing 0.488 acres, more or less.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL #2:

A portion of the property conveyed to Southland Enterprises, Inc., per Instrument Number 2011-0008812-D-J1, more particularly described as:

COMMENCE at a four inch square concrete monument found, being the corner common to Sections 7 and 18, Township 7 South, Range 10 West, and Sections 12 and 13, Township 7 South, Range 11 West; Thence South 89 degrees 46 minutes 59 seconds West 588.18 feet, along the South line of the Southeast Quarter of the Southeast Quarter of said Section 12, to a one half inch rod set; thence North 00 degrees 00 minutes 00 seconds East 124.57 feet to a Point of Curvature; thence 39.15 feet along the arc of a curve to the left, said curve having a radius of 25.00 feet, a central angle of 89 degrees 43 minutes 15 seconds, and a chord of 35.27 feet which bears North 44 degrees 51 minutes 37 seconds West to the Point of Tangency; thence South 89 degrees 59 minutes 49 seconds West 101.07 feet to a Point of Curvature; thence 25.83 feet along the arc of a curve to the left, said curve having a radius of 38.50 feet, a central angle of 59 degrees 11 minutes 53 seconds, and a chord which bears South 70 degrees 46 minutes 19 seconds West 25.35 feet to the Point of Tangency; thence South 51 degrees 32 minutes 50 seconds West 60.87 feet; thence North 40 degrees 41 minutes 09 seconds West 16.23 feet; thence 56.71 feet along the arc of a curve to the right being non-tangent with the last described line, said curve having a radius of 35.00 feet, a central angle of 92 degrees 50 minutes 08 seconds, and a chord of 50.71 feet which bears North 56 degrees 13 minutes 33 seconds West to the Point of Tangency; thence North 09 degrees 48 minutes 19 seconds West 37.41 feet to the southern margin of Interstate 10; thence North 80 degrees 11 minutes 41 seconds East 260.46 feet; thence South 00 degrees 00 minutes 00 seconds West 100.53 feet to the Point of Beginning.

The above described parcel containing 0.381 acres, more or less.



VICINI
(NOT 1)

AREA TABULATION:

TOTAL AREA = 13.766 Ac.
AREA OF LESS AND EXCEPT PARCELS = 0.869 Ac.
AREA OF PLATTED LANDS = 12.897 Ac.

14321 CREOSOTE ROAD, GULFPORT, MS 39503
PHONE (228) 867-9100
FAX (228) 865-0043
email: plats@knesalengineering.com
www.knesalengineering.com

DRAWING NO. 1319
PLAT-2
REV. 2 OF 5
SHEET 1319
PROJECT NO.

KNESAL ENGINEERING
SERVICES, INC.

14321 CREOSOTE ROAD
GULFPORT, MS 39503
PHONE (228) 867-9100
FAX (228) 865-0043
email: plats@knesalengineering.com
www.knesalengineering.com

PROJECT NAME

CEDAR POPPS
GULFPORT

COMMERCIAL PARK

TRICT OF HARRISON COUNTY, MISSISSIPPI

CERTIFICATE OF RECORDING:

Filed and recorded by duplicate plat in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book _____, Page _____, on this the day of, _____ 20____.

Chancery Clerk

Deputy Clerk

CERTIFICATE OF COMPARISON:

We, the undersigned, do hereby certify that we have compared this _____ plat of CEDAR POPPS COMMERCIAL PARK with the _____ plat thereof, and find the same to be an exact copy thereof.

Jeffrey C. Collins, P.S.

Chancery Clerk

SURVEYOR'S NOTES:

- 1) This survey shows rights-of-way, easements, and restrictions provided to the surveyor, and therefore may not show all current rights-of-way, easements, and restrictions of record. If provided with a current abstract of title and title report by an attorney, this surveyor will be available to add such features as necessary.
- 2) **BUILDING SETBACKS:**
FRONT YARD - 25'
REAR and SIDE YARD - NONE
(No buildings to be constructed within any easements shown on plat).
- 3) ● = 1/2 inch rod set with red cap unless otherwise noted.
■ = 6 inch square concrete monument found unless otherwise noted.
- 4) This property lies in Flood Zone "X", per Flood Insurance Rate Map Number 28047C0260G, effective date June 16, 2009.
- 5) This property lies in Zone "B-2", per the City of Gulfport's Zoning Map.
- 6) Lot "B" to be reserved by owner.

SURVEYOR'S CERTIFICATE:

I, the undersigned, do hereby certify that I have made a survey of CEDAR POPPS COMMERCIAL PARK, as shown on this plat and that all measurements and other data indicated are correct to the best of my knowledge and belief.

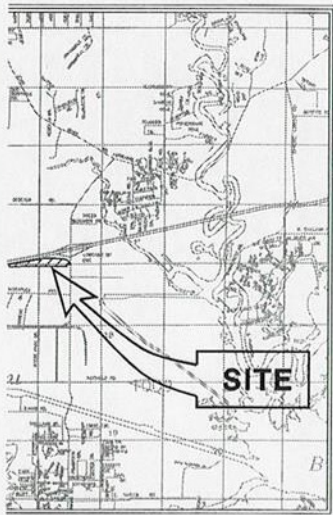
Witness my signature this the _____ day of _____, 20____.

Jeffrey C. Collins, P.S.
Mississippi Registration #2742

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. Final approval of plat by the city engineer is hereby given on this the _____ day of _____, 20____.

City Engineer
By: Robert K. Riemann, P.E.



SITE

TY MAP
(NO SCALE)

RCEL #1 = ±0.488 Ac.
RCEL #2 = ±0.381 Ac.
3.278 Ac.

COMMERCIAL PARK
T, MISSISSIPPI

SHEET TITLE

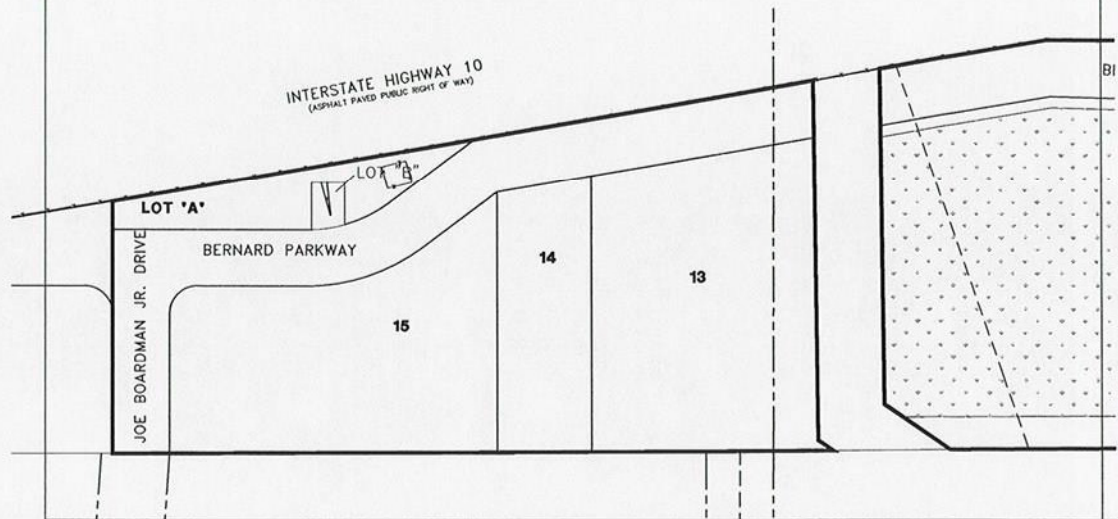
CERTIFICATE SHEET 2

KNESAL ENG.		DRAWING ISSUE
DATE	BY	
		PRELIMINARY
		FOR APPROVAL
		APPROVED FOR BID
		APPROVED FOR CONST.

DESIGNED BY:	DRAWN BY:	CHECKED BY:	DATE:	REVISION:
			12/18/2015	

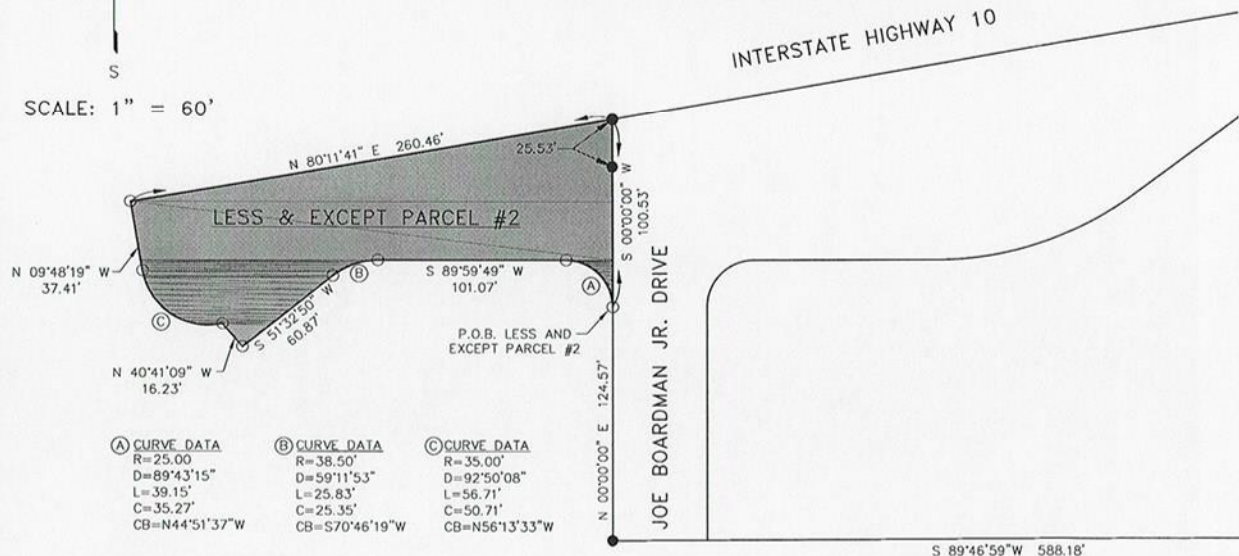
N
W E
S
GEODEIC NORTH
PER SOLAR
OBSERVATION
(N.T.S.)

SHEET 4



N
W E
S
SCALE: 1" = 60'

SOUTHLAND ENTERPRISES, INC.
HARRISON COUNTY TAX PARCEL
#0908P-02-001.001
INSTRUMENT NUMBER 2011-0008812-D-J1



"O" DENOTES ENDPOINTS
OF LINES AND ARCS

DETAIL "B"

1519 3 OF 5 1519

REV. 1519
PLAT-3
SHEET 3 OF 5
PROJECT NO. 1519

KNESA ENGINEERING
SERVICES, INC.

14321 CREOSOTE ROAD
GULFPORT, MS 39503
PHONE (228) 867-9100
FAX (228) 865-0043
email: plats@knesolengineering.com
www.knesolengineering.com

PROJECT NAME
CEDAR POPPS
GULFPORT



= WETLANDS AREA

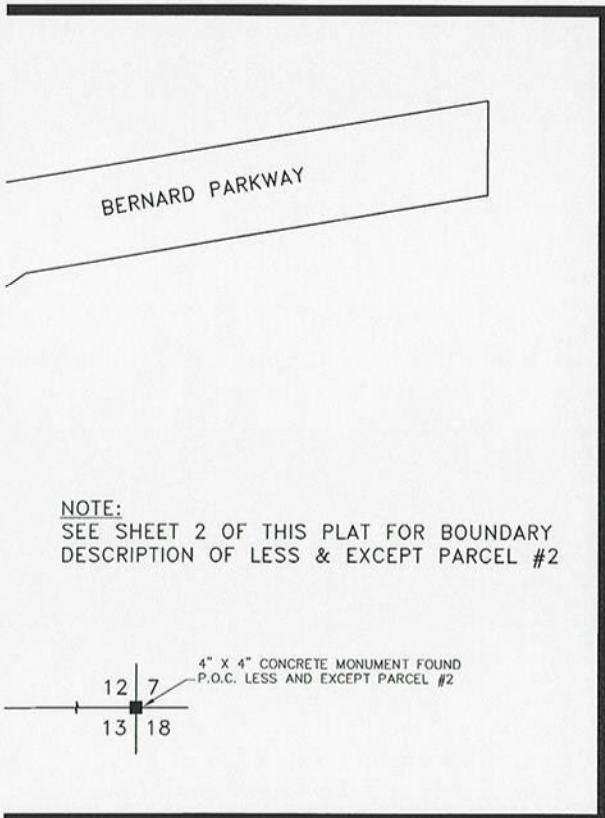
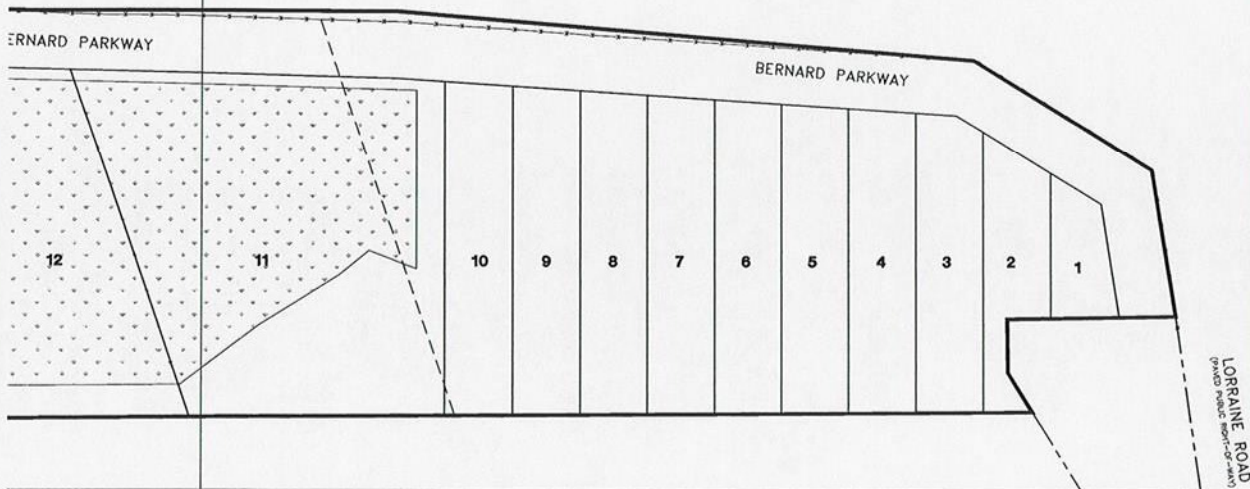


= LINETYPE INDICATING OVERALL
BOUNDARY/PERIMETER OF PLATTED LANDS



= LINETYPE INDICATING INTERIOR LOT LINES

SHEET 5



NOTE:
SEE SHEET 2 OF THIS PLAT FOR BOUNDARY
DESCRIPTION OF LESS & EXCEPT PARCEL #2

SURVEYOR'S NOTES:

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- 5) This property lies in Zone "B-2", per the City of Gulfport's Zoning Map.
- 6) Lot "B" to be reserved by owner.

Jeffrey C. Collins, P.S.
Mississippi Registration #2742

COMMERCIAL PARK
T, MISSISSIPPI

SHEET TITLE

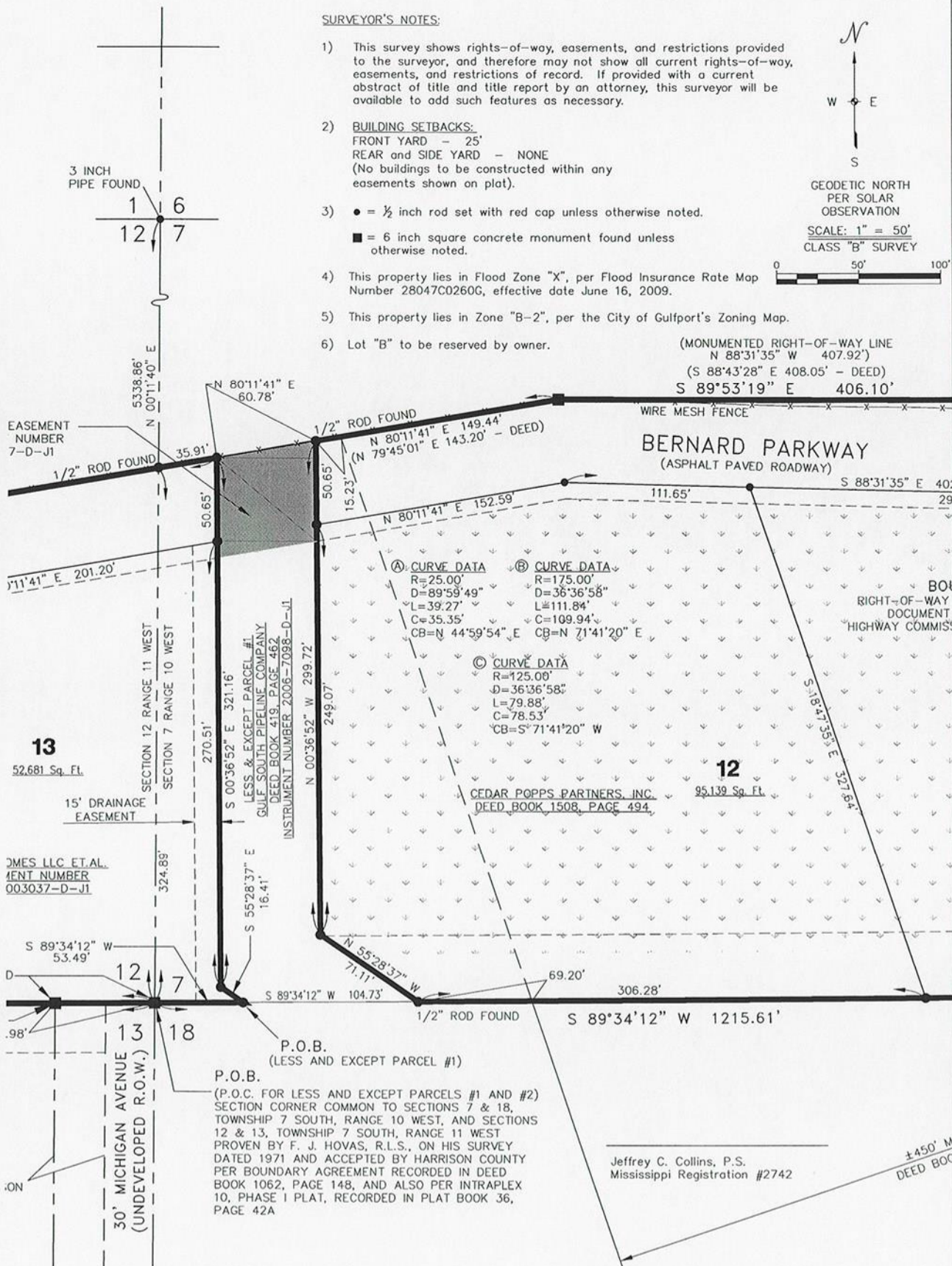
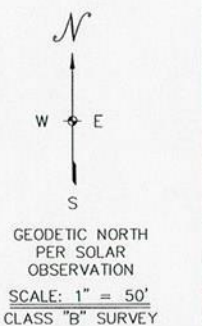
SHEET INDEX

KNESAL ENG.		DRAWING ISSUE
DATE	BY	
		PRELIMINARY
		FOR APPROVAL
		APPROVED FOR BID
		APPROVED FOR CONST.

DESIGNED BY:	MEK
DRAWN BY:	RLN/SAS
CHECKED BY:	JCC
DATE:	12/18/2015
REVISED:	

SURVEYOR'S NOTES:

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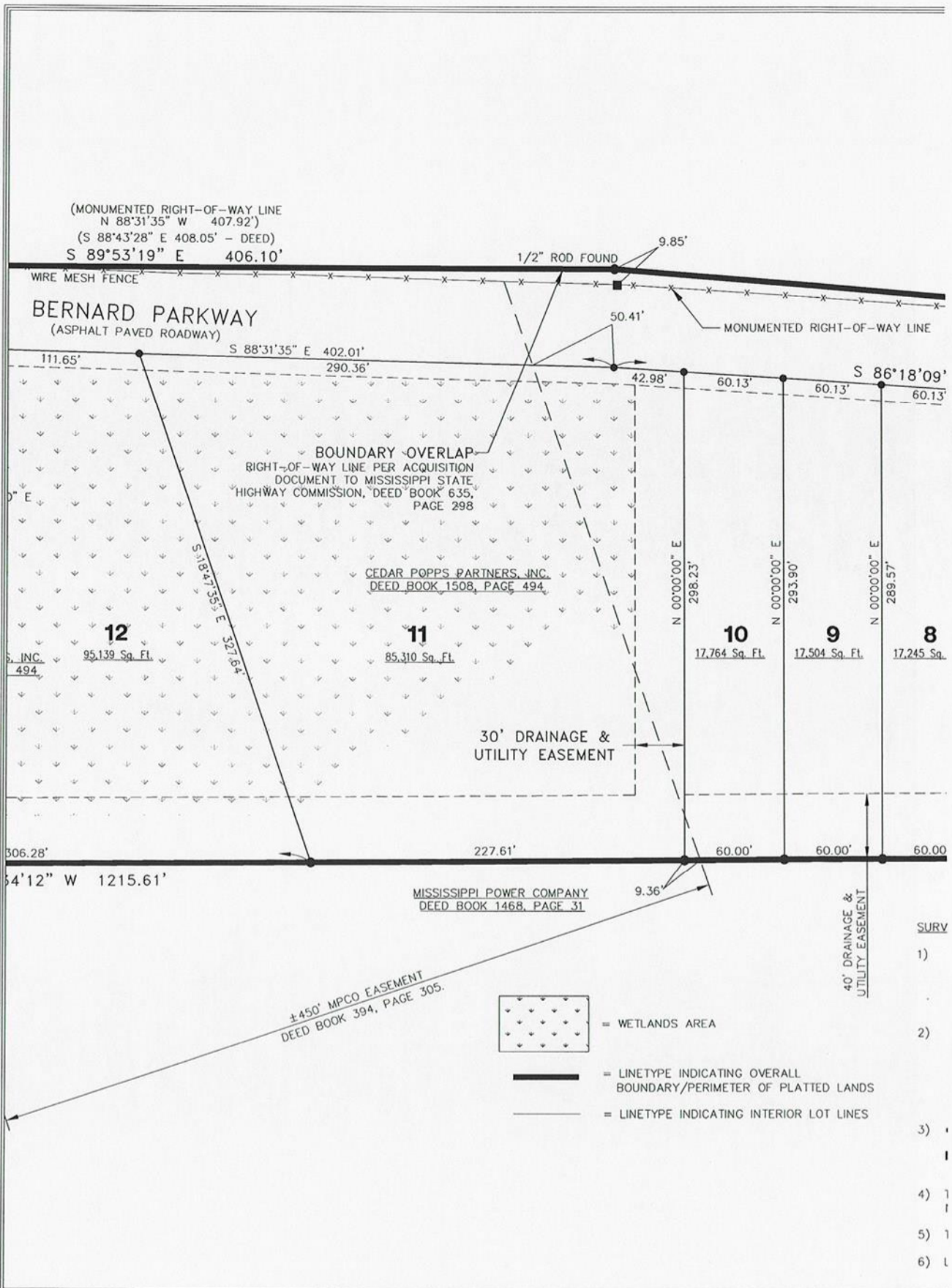


COMMERCIAL PARK
T, MISSISSIPPI

PLAT
LOT LAYOUT

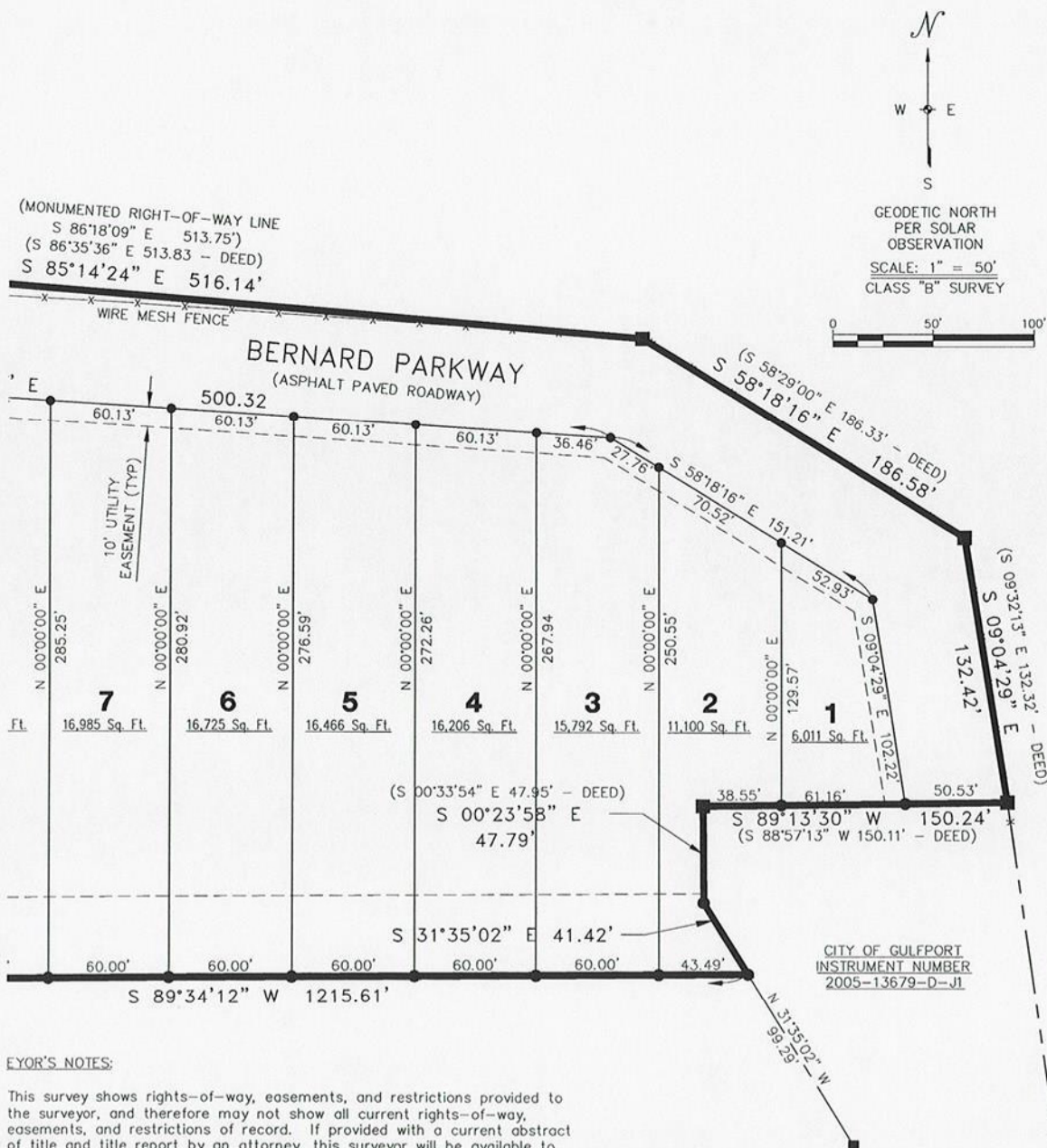
KNESAL ENG.		DRAWING ISSUE	
DATE	BY		
		PRELIMINARY	
		FOR APPROVAL	
		APPROVED FOR BID	
		APPROVED FOR CONST.	

DESIGNED BY:	DRAWN BY:	RLN/SAS	CHECKED BY:	DATE:	REVISION:
				12/18/2015	



10-4822-BLANK-10-11-11 Additional Platting Services for Cedar Popps Partners, Inc. with BLK Plat 1219 PLAT, along 12/21/2016 9:11:54 AM

DRAWING NO. 1519 PLAT-5 REV. SHEET 5 OF 5 PROJECT NO. 1519		14321 CREOSOTE ROAD GULFPORT, MS 39503 PHONE (228) 867-9100 FAX (228) 865-0043 email: plots@knesalengineering.com www.knesalengineering.com	PROJECT NAME CEDAR POPPS GULFPORT
---	--	--	---



EYOR'S NOTES:

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This property lies in Zone "B-2", per the City of Gulfport's Zoning Map.

Lot "B" to be reserved by owner.

COMMERCIAL PARK
 T, MISSISSIPPI

SHEET TITLE

PLAT
 LOT LAYOUT

KNESAL ENG.
 DATE BY

DRAWING ISSUE

PRELIMINARY
 FOR APPROVAL
 APPROVED FOR BID
 APPROVED FOR CONST.

REVISIONS:

DATE: 12/18/2015

CHECKED BY: JCC

DESIGNED BY: WEK

DRAWN BY: RLV/SAS

© KES-Blackledge 151111 Additional Printing Services for Cedar Rapids/Dwgs with RJE Path 151111 PLAT.dwg, 1/21/2016 9:15:16 AM

COMMERCIAL PARK

TRICT OF HARRISON COUNTY, MISSISSIPPI



TY MAP
) SCALE)

PLANNING COMMISSION:

ad to and approved by the Planning
ssissippi by order duly adopted on the

e: _____

APPROVAL:

ision rules and regulations relative to
bdivision plat having been fulfilled,
by the Mayor and Councilmen of the
visions of the said rules and

e: _____

E:

ccording by Order of the Mayor and
ssissippi, Minute Book _____,
y of _____, 20__

Date _____

Date _____

ACKNOWLEDGMENT:

STATE OF MISSISSIPPI
COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 20__, within my jurisdiction, the within named Garlon Pemberton, who acknowledged that he is the Authorized Signatory for GO Properties, LLC., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

____ NOTARY PUBLIC My commission expires: _____

ACKNOWLEDGMENT:

STATE OF MISSISSIPPI
COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 20__, within my jurisdiction, the within named Garlon Pemberton, who acknowledged that he is the Authorized Signatory for Garlon Homes, LLC., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

____ NOTARY PUBLIC My commission expires: _____

ACKNOWLEDGMENT:

STATE OF MISSISSIPPI
COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 20__, within my jurisdiction, the within named Ivan Spinner, who acknowledged that he is the Authorized Signatory for Guice Spinner Holdings, LLC, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

____ NOTARY PUBLIC My commission expires: _____

ACKNOWLEDGMENT:

STATE OF MISSISSIPPI
COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 20__, within my jurisdiction, the within named Brent Fairley, who acknowledged that he is the Senior Vice President of Hancock Bank, a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

____ NOTARY PUBLIC My commission expires: _____

COMMERCIAL PARK T, MISSISSIPPI	SHEET TITLE CERTIFICATE SHEET 1	KNE'SAL ENG.		DRAWING ISSUE		DESIGNED BY: WEX DRAWN BY: RLN/SRS CHECKED BY: JCC DATE: 12/18/2015 REVISED:
		DATE	BY		PRELIMINARY	
					FOR APPROVAL	
					APPROVED FOR BID	
					APPROVED FOR CONST.	

1. CITY OF GULFPORT PLANNING COMMISSION

2

3 1601PC004

4

5

TRANSCRIPT OF HEARING

6

January 28, 2016

7

8 TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF
GULFPORT PLANNING

9 COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT,

10 MISSISSIPPI, ON THE 28TH DAY OF JANUARY 2016
COMMENCING AT 4:30

11 P.M. AND REPORTED BY NORMA JEAN LADNER SOROE,
CERTIFIED

12 SHORTHAND REPORTER.

13

14

COMMISSION MEMBERS PRESENT:

15

16 KEITH WILLIAMS, President
CHARLIE HEWES
17 JOHN ANTHONY
WILLIAM "PRINCE" JONES
18 MARTY WARREN
B.J. SELLERS
19 VIRGINIA ADOLPH

20

21 STAFF PRESENT:

22
23
24
25

GREG PIETRANGELO
GREG HOLMES
THOMAS LANE
MATILDA WELCH

N.J. SOROE, CSR #1297

1. 3. Final Plat: Case File Number 1601PC004
2. MR. LANE: Final plat, Case File Number
3. 1601PC004. Property owners request a final plat approval to
4. allow a 16 lot commercial subdivision on five tax parcels
5. containing 14.2 acres plus/minus zoned B-2 general business
6. located north of Interplex Parkway, south of and adjacent to
7. Interstate 10, west of and adjacent to Lorraine Road, east of
8. Corporate Drive. Ward 5. Exhibit 004.
9. MR. WILLIAMS: Thank you.
10. Is someone here to speak on this request?
11. MS. SHOULTZ: Brook Shoultz, address is 12251
12. Bernard Parkway, Suite 200, Gulfport 39503.
13. I am here to address any questions if there are.
14. MR. WILLIAMS: Okay.
15. Commissioners, we've had the occasion where we
16. were able to review it. Any questions of Ms. Shoultz?
17. Okay. You put together a good application. If
18. something comes up, we'll bring you back up.
19. MS. SHOULTZ: Thank you.
20. MR. WILLIAMS: Anyone else here to speak for the
21. request?
22. Anyone here to speak against this request?

23. Y'all are here for something, so we'll get to

24. it.

25. Can we get staff's recommendation, please?

N.J. SOROE, CSR #1297

1. MR. LANE: The staff recommendation is to
2. approve the request with the following conditions.
3. New construction must comply with 2012
4. International Fire Codes for road widths and
surfaces, hydrant
5. locations, and spacing.
6. Two. All construction must comply with all
7. building codes and city ordinances.
8. Three. And must submit signed plat being two
9. copies on mylar, one copy on linen, seven blank lines
of
10. approved plat, along with a Bio-CAD DOD file or DXF
six bit
11. plat.
12. Four. Must follow all other applicable codes
13. and regulations.
14. MR. WILLIAMS: Thank you.
15. Commissioners, we've heard staff's
16. recommendation. Any further comments or questions or
a motion,
17. please.
18. MR. ANTHONY: I move we accept the Case File
19. Number 1501PC004 (sic) with conditions.
20. MS. ADOLPH: Mr. Chairman.
21. MR. WILLIAMS: Yes, ma'am.
22. MS. ADOLPH: Correction in terms that its number
23. is 16.

24. MR. ANTHONY: 1601PC004.

25. MR. WILLIAMS: That's correct. Thank you.

N.J. SOROE, CSR #1297

1. So the motion is to accept staff's
2. recommendation on that case with the conditions as
stated.
3. Do I have a second?
4. MR. JONES: Second.
5. MR. WILLIAMS: Motion and a second. Any further
6. discussion from the commissioners. If not, all those
in favor
7. signify by saying aye. Any opposed? All right.
That's
8. passed. Thank you.
9. (Unanimous vote.)
- 10
- 11
- 12
- 13
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24

25

N.J. SOROE, CSR #1297

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2. 1601PC004

3

4

5

COURT REPORTER'S CERTIFICATE

6

7

Shorthand

I, Norma Jean Ladner Soroe, Certified

8 Reporter, do hereby certify that to the best of my

skill and

9 ability I have reported the hearing held before the

City of

10 Gulfport Planning Commission and that the foregoing 4

pages

11 constitute a true and correct transcription of said

hearing

12 held on the 28th day of January 2016.

13

annexed

I do further certify that my certificate

14 hereto applies only to the original and certified

transcript.

15 The undersigned assumes no responsibility for the

accuracy of

16 any reproduced copies not made under my control and

direction.

17

February

Witness my signature this the 1st day of

18 2016.

19

20

21

#1297

22

NORMA JEAN LADNER SOROE, CSR

23

Certified Shorthand Reporter

24

25

N.J. SOROE, CSR #1297

Thomas S. Lane

From: Gregory Holmes
Sent: Thursday, January 21, 2016 12:58 PM
To: Kris Riemann
Cc: Wayne Miller; Brent H. Ross; Thomas S. Lane
Subject: RE: Cedar Popps final plat

Okay. Thank you.

From: Kris Riemann
Sent: Thursday, January 21, 2016 12:55 PM
To: Gregory Holmes
Cc: Wayne Miller; Brent H. Ross; Thomas S. Lane
Subject: Re: Cedar Popps final plat

Would prefer not too. It's been in place for years.

Sent from my iPhone 6.

On Jan 21, 2016, at 11:56 AM, Gregory Holmes <GHolmes@gulfport-ms.gov> wrote:

Final Plat: Case File Number 1601PC004

Cedar Popp's Partners, Inc; Southland Enterprises, Inc; Gulfport Land Holdings, LLC; Garlon Homes, LLC; and GO Properties, LLC; property owners, request Final Plat Approval to allow create a 16-lot commercial subdivision on tax parcels 1008M-03-001.001, 0908P-02-001.001, 0908P-02-001.002, 0908P-02-001.003, 0908P-02-001.005 containing 14.2 acres ±, zoned B-2(General Business) (Located north of Interplex Parkway, south of and adjacent to Interstate 10, west of and adjacent to Lorraine Road, and east of Corporate Drive) Ward 5.

Are you requiring a warranty bond for this development? It is set to be heard at the 1-28-16 Planning Commission meeting.

Thanks,

Gregory L. Holmes
Planning Administrator
The City of Gulfport
Phone: 228-868-5710
Fax: 228-868-5708
<image001.jpg>



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Cory Long, Planner
Planning & Zoning

Date: 02/29/2016

Subject: Ordinance - amending the Comprehensive Zoning Ordinance to amend Section III, District Regulations (J) Chart of Permitted Uses (2) Schedule of Uses - Case # 1601PC012.

Recommendation:

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator *12-12*
Urban Development Department

Date: February 26, 2016

Re: **Zoning Text Amendment - Case File Number - 1601PC012**

Subject: The City of Gulfport requests a text amendment to the Comprehensive Zoning Ordinance to amend Section III, District Regulations (J) Chart of Permitted Uses (2) Schedule of Uses.

Planning Staff recommendation: To approve the request

Planning Commission recommendation: To approve staff recommendation

Motion: Marty Warren

Second: WM Prince Jones

KEITH WILLIAMS - Chairman

JOHN ANTHONY - yea

WM. PRINCE JONES - yea

MARTY WARREN - yea

B. J. SELLERS - yea

VIRGINIA ADOLPH - yea

COLETTE TOWLES - absent

DOUG HANCOCK - absent

EVERETTE LADNER - absent

CHARLIE HEWES - absent

Action: Motion was carried unanimously

Speaking for the Petition: Greg Holmes

Speaking against the Petition: Peggy Martin

Please place the attached item on the Council agenda for March 8, 2016.

On January 28, 2016, the Gulfport City Planning Commission recommended Approval of the above described text amendment.

This transmittal packet has been re

Greg Pietrangelo

Director of Urban Development

CAO or Mayor



DEPARTMENT OF
URBAN DEVELOPMENT
PLANNING DIVISION

January 29, 2016

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5710
Fax: 228-868-5708

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

Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

RE: Zoning Text Amendment Case File Number 1601PC012 The City of Gulfport requests a text amendment to the Comprehensive Zoning Ordinance to amend Section III, District Regulations (1) Chart of Permitted Uses (2) Schedule of Uses.

To Whom It May Concern:

This letter will officially notify you, at the Public Hearing on Thursday, January 28, 2016, the Gulfport City Planning Commission recommended approval of the request.

This case will now be forwarded to the Gulfport City Council for final consideration and decision. You will be notified by mail of the time, date and place of the City Council Meeting.

Any interested party that may feel aggrieved by the Planning Commission recommendation is entitled to have their objection considered by filing a written notice of objection on or before fifteen (15) days after the date of the Planning Commission hearing. The objection and reasons for objecting to the recommended decision should be stated in writing and filed with the Department of Urban Development-Planning Division. This objection shall be forwarded as part of the record with the record and recommendation from the Planning Commission to the Mayor and City Council. The City Council shall make a final decision based upon the record as submitted. No new evidence may be presented at the meeting.

If you have any questions, please contact this office.

Sincerely,

A handwritten signature in dark ink, appearing to be "TL" or "Thomas Lane", written over a horizontal line.

Thomas Lane
Planner I

cc: Building Code Services

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator *gh*
Urban Development Department

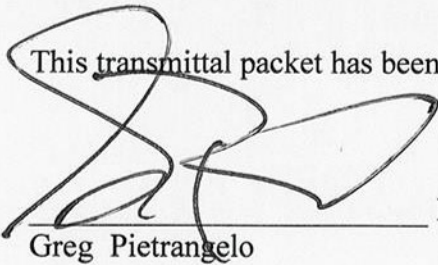
Date of Hearing: January 28, 2016

Re: Zoning Text Amendment: Case File Number 1601PC012

The City of Gulfport requests a text amendment to the Comprehensive Zoning Ordinance to amend Section III, District Regulations (J) Chart of Permitted Uses (2) Schedule of Uses.

Recommendation: Staff recommendation is to approve the request.

This transmittal packet has been reviewed and approved by:



Director of Urban Development Department

Greg Pietrangelo

STAFF REPORT (Zoning Text Amendment)

GENERAL INFORMATION

Case File Number: 1601PC012

Hearing Date: January 28, 2016

Proposal: The City of Gulfport requests a text amendment to the Comprehensive Zoning Ordinance to amend Section III, District Regulations (J) Chart of Permitted Uses (2) Schedule of Uses.

ANALYSIS

The City of Gulfport is requesting to amend the City's Appendix A Chart of Permitted Uses to allow the following items that are not currently allowed in B-2:

1. Automobile truck and body repair – Planning Commission Approval
2. Towing and wrecker services – Planning Commission Approval
3. Beverage manufacture (non-alcoholic) – By Right
4. Brooms and brushes manufacture – By Right
5. Creamery, including ice-cream manufacture, wholesale – By Right
6. Millinery Manufacture – By Right
7. Water distillation – By Right
8. Auto Sales of less than 50 vehicles – Planning Commission Approval

Additionally, the city is requesting to amend the Chart of Permitted Uses to allow the following items that are not currently allowed in and I-2 zones:

1. Automobile truck and body repair – By Right
2. Towing and wrecker services – By Right

Finally, the city is requesting to amend the Chart of Permitted Uses to allow the following adjustments to Rooming House/ Boarding House with special exception:

1. R-2
2. R-O
3. R-B
4. B-1
5. B-2

HISTORY

Ordinance Number 2589, adopted in May of 2008, removed many of these uses from a By Right category to a not allowed category.

CONDITIONS BY DEPARTMENTS AND AGENCIES

Review by departments not required.

RECOMMENDATION

Staff recommendation is to approve the request



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

APPLICATION FOR ZONING TEXT AMENDMENT

For Staff Use Only

Case File #: 1601PC012Date Received: 12/1/15

Receipt #: _____

Received By: LL

Zoning: _____

Ward: _____ Flood: _____

GENERAL DESCRIPTION OF REQUEST: (If necessary, attach a separate sheet of paper detailing the purpose of the request.)

Text amendment to the Chart of Permitted uses, Schedule of
uses.

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

City of Gulfport
Printed Name Of Owner

Printed Name Of Agent

Mailing Address

Mailing Address

City State Zip code

City State Zip code

Home Phone Work/Cell Phone

Home Phone Work/Cell Phone

Email Morgan S. IH

Email

Signature Of Owner

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 H. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

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 _____, 2016, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL TEXT OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, SECTION III DISTRICT REGULATIONS, (J) CHART OF PERMITTED USES, (2) SCHEDULE OF USES, RESIDENTIAL, MANUFACTURING, RETAIL AND WHOLESALE TRADE, AND SERVICES CATEGORIES.

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, that the Comprehensive Zoning Ordinance should be amended to allow additions and/or changes to certain uses in the Chart of Permitted Uses as they relates to particular zoning district. The case file number is 1601PC012.

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

SECTION 1: That the official text of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, be and the same is hereby amended to additions and/or changes to certain uses in the Chart of Permitted Uses as they relates to particular zoning district.

In Appendix A – Zoning, Section III District Regulations, (J) Chart of Permitted Uses, (2) Schedule of uses, RESIDENTIAL – Rooming House, as follows:

EXISTING:

* Need not be conducted entirely within a completely enclosed structure.													
R = Allowed by Right P = Planning Commission approval X = Special Exception — = Not allowed													
Names of Uses and Conditions	A-1, T1, T2	R-E	R-UE	R-1-15	R-1-10	R-1-7.5, T3	R-1-5	R-2	R-3	R-4	R-O, T4L	R-B, T4+	B-1, T5
RESIDENTIAL													
Rooming House	—	—	—	—	—	—	—	X	—	—	R	—	R

PROPOSED:

* Need not be conducted entirely within a completely enclosed structure.													
R = Allowed by Right P = Planning Commission approval X = Special exception — = Not allowed													
Names of Uses and Conditions	A-1, T1, T2	R-E	R-UE	R-1-15	R-1-10	R-1-7.5, T3	R-1-5	R-2	R-3	R-4	R-O, T4L	R-B, T4+	B-1, T5
Residential													
Rooming House/ Boarding House	—	—	—	—	—	—	—	X	—	—	X	X	X

EXISTING:

* Need not be conducted entirely within a completely enclosed structure.																						
R = Allowed by Right P = Planning Commission approval X = Special exception -- = Not allowed																						
Names of Uses and Conditions	A-1, T1, T2	R-E	R-UE	R-1-15	R-1-10	R-1-7.5, T3	R-1-5	R-2	R-3	R-4	R-O, T4L	R-8, T4+	B-1, T5	B-2, T6	B-4	E-G	I-1	I-2	I-3	SB	WF	AE
Manufacturing																						
Beverage manufacture (nonalcoholic)	-																R	-	R			
Brooms and brushes manufacture	-																R	R	R			
Creamery, including ice cream manufacture, wholesale	-																R	-	R			
Millinery Manufacture	-																R	R	R			
Water distillation	-																R	-	-			

PROPOSED:

* Need not be conducted entirely within a completely enclosed structure.																						
R = Allowed by Right P = Planning Commission approval X = Special exception -- = Not allowed																						
Names of Uses and Conditions	A-1, T1, T2	R-E	R-UE	R-1-15	R-1-10	R-1-7.5, T3	R-1-5	R-2	R-3	R-4	R-O, T4L	R-8, T4+	B-1, T5	B-2, T6	B-4	E-G	I-1	I-2	I-3	SB	WF	AE
Manufacturing																						
Beverage manufacture (nonalcoholic)	-													R			R		R			
Brooms and brushes manufacture	-													R			R	R	R			
Creamery, including ice cream manufacture, wholesale	-													R			R		R			
Millinery Manufacture	-													R			R	R	R			
Water distillation	-													R			R					

EXISTING:

[illegible]

PROPOSED:

[illegible]

EXISTING:

* Need not be conducted entirely within a completely enclosed structure.																						
R = Allowed by Right P = Planning Commission approval X = Special exception -- = Not allowed																						
Names of Uses and Conditions	A-1, T1, T2	R-E	R-UE	R-1-15	R-1-10	R-1-7.5, T3	R-1-5	R-2	R-3	R-4	R-8, T4L	R-8, T4+	B-1, T5	B-2, T6	B-4	E-G	I-1	I-2	I-3	SB	W/F	AE
Services																						
Automobile and truck body repair conducted within an enclosed structure. The storage yard for vehicles awaiting repair or delivery to owner must be enclosed within a fence at least ten (10) feet high and at maximum opacity to obstruct view, noise and passage or persons; chainlink or similar fence will be permitted if screen planting which provides maximum opacity is provided	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	R	--	R	--	--	--

[illegible]

PROPOSED:

* Need not be conducted entirely within a completely enclosed structure. R = Allowed by Right P = Planning Commission approval X = Special exception -- = Not allowed																						
Names of Uses and Conditions	A-1, T1, T2	R-E	R-UE	R-1-15	R-1-10	R-1-7.5, T3	R-1-5	R-2	R-3	R-4	R-O, T4L	R-B, T4+	B-1, T5	B-2, T6	B-4	E-G	I-1	I-2	I-3	SB	W/F	AE
Services																						
Automobile and truck body repair conducted within an enclosed structure. The storage yard for vehicles awaiting repair or delivery to owner must be enclosed within a fence at least ten (10) feet high and at maximum opacity to obstruct view, noise and passage or persons; chainlink or similar fence will be permitted if screen planting which provides maximum opacity is provided	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	R	R	R	—	—	—

[illegible]

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 votes, to wit:

YEAS: ABSTENTIONS: ABSENCES: NAYS:

WHEREUPON the President declared the motion carried and the Ordinance adopted this the _____ day of _____, 2016.

(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 _____, _____.

BILLY HEWES, Mayor

1. CITY OF GULFPORT PLANNING COMMISSION

2

3 1601PC012

4

5 TRANSCRIPT OF HEARING

6 January 28, 2016

7

8 TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF
GULFPORT PLANNING

9 COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT,

10 MISSISSIPPI, ON THE 28TH DAY OF JANUARY 2016
COMMENCING AT 4:30

11 P.M. AND REPORTED BY NORMA JEAN LADNER SOROE,
CERTIFIED

12 SHORTHAND REPORTER.

13

14

COMMISSION MEMBERS PRESENT:

15

16 KEITH WILLIAMS, President
JOHN ANTHONY
17 WILLIAM "PRINCE" JONES
MARTY WARREN
18 B.J. SELLERS
VIRGINIA ADOLPH

19

20 NOT PRESENT: CHARLIE HEWES

21

STAFF PRESENT:

22

23

GREG PIETRANGELO

GREG HOLMES

24

THOMAS LANE

MATILDA WELCH

25

N.J. SOROE, CSR #1297

1. 9. Zoning Text Amendment: Case File Number 1601PC012
2. MR. LANE: Zoning text amendment, Case File
3. Number 1601PC012. City of Gulfport requests a text amendment
4. to comprehensive zoning ordinance to amend Section III,
5. District Regulations (J) Chart of Permitted Uses (2) Schedule
6. of Uses. Exhibit 012.
7. MR. WILLIAMS: Mr. Holmes, you're going to
8. educate us?
9. MR. HOLMES: Yes, sir.
10. I don't remember how many of the members we have
11. up here were on the board back in 2008. But back then, we made
12. several changes to our zoning ordinance in the B-2 area to
13. accommodate a big box store I'm not going to name.
14. Well, we didn't get that tenant. They ended up
15. going to a city to the east. But the changes still went into
16. effect.
17. So basically what you have before you is the
18. same exact thing that came back in 2008 except we're coming
19. back and -- I don't want to use the word correcting - - but
20. basically we really wanted to amend it and allow these uses

21. back in some of these districts.
22. Now, there are some differences. Some of these
23. uses are coming back instead of being by right, it's
planning
24. commission approval.
25. But basically all this is basically us cleaning

N.J. SOROE, CSR #1297

1. up the ordinance for some previous changes that were made eight
2. years ago.
3. MR. ANTHONY: Can you give me some of the
4. differences that happened?
5. MR. HOLMES: Like, for example, automobile truck
6. and body repair. Currently that use is not allowed at all in a
7. B-2 which is our main commercial district throughout the city.
8. That use is vacant. What we're proposing today is to allow
9. that use back into that district, not by right, but with
10. planning commission approval.
11. We have towing and wrecker service. Basically
12. it's not allowed at all in the B-2 general commercial. We're
13. looking to allow it back with planning commission approval.
14. You know, beverage manufacturing, broom brush
15. manufacturing, just a number of uses, including auto sales of
16. less than 50 cars or less, you know, just basic uses that got
17. stripped from this district eight years ago and been vacant.
18. MR. ANTHONY: And according to this right now,
19. both of these are going to come before the planning commission.

20. MR. HOLMES: The majority of them, yes. And
21. previously before 2008, these uses were allowed by
right.
22. MR. ANTHONY: Thank you.
23. MR. WILLIAMS: Questions for Mr. Holmes?
24. MR. SELLERS: You didn't put your address on the
25. application.

N.J. SOROE, CSR #1297

1. MR. HOLMES: I apologize. I'm going to correct
2. that.
3. MR. WILLIAMS: Thank you. Appreciate it.
4. Someone here to speak for or against this
5. request? Any questions?
6. MS. MARTIN: Peggy Martin, 2101 24th Avenue.
7. I couldn't hear him speaking, and I'm not sure I
8. understand the -- what the city is proposing and what
it means
9. to like are we affected by this in a residential
area?
10. MR. WILLIAMS: You want to answer that?
11. MR. HOLMES: I apologize.
12. MS. MARTIN: No problem. I just couldn't hear
13. you. That's all right.
14. MR. HOLMES: Basically what's happening, we're
15. amending our zoning ordinance to allow uses back in
our general
16. commercial district. This is our B-2 zoning which is
Pass Road
17. and some areas of 49.
18. This shouldn't affect you in a residential area
19. just due to the fact that we're not changing the
district
20. itself, we're just including some uses that used to
be in these
21. districts back in 2008.
22. MS. MARTIN: Because I know that on our street

23. there was zoning for the Salvation Army used to have where they
24. could before the hurricane and they slept and fed -- you know
25. what I'm saying? I'm not against that. I just am concerned

N.J. SOROE, CSR #1297

1. that does this open up zoning for all of that kind of stuff to
2. come into our area again?
3. MR. HOLMES: No, ma'am. That particular use
4. that you're referring to with the Salvation Army, that's not
5. one of the uses that we included on this. That use is allowed
6. in an industrial area. That's not what we're amending today.
7. MS. MARTIN: Okay.
8. MR. WILLIAMS: This only deals with that B-2
9. zoning wherever that is.
10. MS. MARTIN: I know, wherever it is, that's what
11. sounds like, oh God, where is it. Thank you.
12. MR. WILLIAMS: Thank you.
13. Any one else here to speak for or against this?
14. This is coming from the department, so this is
15. recommended to approve from the staff.
16. Any questions or comments by the commissioners?
17. I'll entertain a motion on it, please.
18. MR. WARREN: I move we approve Case File Number
19. 1601PC012.
20. MR. WILLIAMS: Do I have a second?
21. MR. JONES: Second.
22. MR. WILLIAMS: All those in favor signify by
23. saying aye. Any opposed?

24. (Unanimous vote.)

25

N.J. SOROE, CSR #1297

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2. 1601PC012

3

4

5

COURT REPORTER'S CERTIFICATE

6

7

Shorthand

I, Norma Jean Ladner Soroe, Certified

8 Reporter, do hereby certify that to the best of my

skill and

9 ability I have reported the hearing held before the

City of

10 Gulfport Planning Commission and that the foregoing 5

pages

11 constitute a true and correct transcription of said

hearing

12 held on the 28th day of January 2016.

13

annexed

I do further certify that my certificate

14 hereto applies only to the original and certified

transcript.

15 The undersigned assumes no responsibility for the

accuracy of

16 any reproduced copies not made under my control and

direction.

17

February

Witness my signature this the 1st day of

18 2016.

19

20

21

#1297

22

NORMA JEAN LADNER SOROE, CSR

Certified Shorthand Reporter

23

24

25

N.J. SOROE, CSR #1297

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 _____, 2016, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL TEXT OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, SECTION III DISTRICT REGULATIONS, (J) CHART OF PERMITTED USES, (2) SCHEDULE OF USES, RESIDENTIAL, MANUFACTURING, RETAIL AND WHOLESALE TRADE, AND SERVICES CATEGORIES.

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, that the Comprehensive Zoning Ordinance should be amended to allow additions and/or changes to certain uses in the Chart of Permitted Uses as they relates to particular zoning district. The case file number is 1601PC012.

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

SECTION 1: That the official text of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, be and the same is hereby amended to additions and/or changes to certain uses in the Chart of Permitted Uses as they relates to particular zoning district.

In Appendix A – Zoning, Section III District Regulations, (J) Chart of Permitted Uses, (2) Schedule of uses, RESIDENTIAL – Rooming House, as follows:

EXISTING:

* Need not be conducted entirely within a completely enclosed structure.																
R = Allowed by Right P = Planning Commission approval X = Special Exception — = Not allowed																
Names of Uses and Conditions	A-1, T1, T2	R-E	R-UE	R-1-15	R-1-10	R-1-7.5, T3	R-1-5	R-2	R-3	R-4	R-O, T4L	R-B, T4+	B-1, T5	B-2, T6	B-4	E-G
RESIDENTIAL																
Rooming House	—	—	—	—	—	—	—	X	—	—	R	—	R	—	—	—

PROPOSED:

* Need not be conducted entirely within a completely enclosed structure.																
R = Allowed by Right P = Planning Commission approval X = Special exception — = Not allowed																
Names of Uses and Conditions	A-1, T1, T2	R-E	R-UE	R-1-15	R-1-10	R-1-7.5, T3	R-1-5	R-2	R-3	R-4	R-O, T4L	R-B, T4+	B-1, T5	B-2, T6	B-4	E-G
Residential																
Rooming House/ Boarding House	—	—	—	—	—	—	—	X	—	—	X	X	X	X	—	—

In Appendix A – Zoning – Section III District Regulations, (J) Chart of Permitted Uses, (2) Schedule of uses, MANUFACTURING – Brooms and brushes manufacture; Creamery, including ice cream manufacture, wholesale; Millinery Manufacture; and Water distillation should be amended as follows:

EXISTING:

* Need not be conducted entirely within a completely enclosed structure.																						
R = Allowed by Right P = Planning Commission approval X = Special exception — = Not allowed																						
Names of Uses and Conditions	A-1, T1, T2	R-E	R-UE	R-1-15	R-1-10	R-1-7.5, T3	R-1-5	R-2	R-3	R-4	R-O, T4L	R-B, T4+	B-1, T5	B-2, T6	B-4	E-G	I-1	I-2	I-3	SB	WF	AE
Manufacturing																						
Beverage manufacture (nonalcoholic)	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	R	—	—	—
Brooms and brushes manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	R	—	—	—
Creamery, including ice cream manufacture, wholesale	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	R	—	—	—
Millinery Manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	R	R	—	—	—
Water distillation	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	—	—	—

PROPOSED:

* Need not be conducted entirely within a completely enclosed structure.																						
R = Allowed by Right P = Planning Commission approval X = Special exception — = Not allowed																						
Names of Uses and Conditions	A-1, T1, T2	R-E	R-UE	R-1-15	R-1-10	R-1-7.5, T3	R-1-5	R-2	R-3	R-4	R-O, T4L	R-B, T4+	B-1, T5	B-2, T6	B-4	E-G	I-1	I-2	I-3	SB	WF	AE
Manufacturing																						
Beverage manufacture (nonalcoholic)	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	R	—	R	—	—	—
Brooms and brushes manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	R	R	R	—	—	—
Creamery, including ice cream manufacture, wholesale	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	R	—	R	—	—	—
Millinery Manufacture	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	R	R	R	—	—	—
Water distillation	—	—	—	—	—	—	—	—	—	—	—	—	—	R	—	—	R	—	—	—	—	—

In Appendix A – Zoning – Section III District Regulations, (J) Chart of Permitted Uses, (2) Schedule of uses, RETAIL AND WHOLESALE TRADE – Auto Sales of less than 50 vehicles, etc. , should be amended as follows:

EXISTING:

[illegible]

PROPOSED:

* Need not be conducted entirely within a completely enclosed structure.																							
R = Allowed by Right P = Planning Commission approval X = Special exception — = Not allowed																							
Names of Uses and Conditions	AE																						
	WF																						
	SB																						
	I-3																						
	I-2																						
	I-1																						
	E-G																						
	B-4																						
	B-2, T6																						
	B-1, T5																						
	R-B, T4+																						
	R-O, T4L																						
R-4																							
R-3																							
R-2																							
R-1-5																							
R-1-7.5, T3																							
R-1-10																							
R-1-15																							
R-UE																							
R-E																							
A-1, T1, T2																							
Retail and Wholesale Trade																							
Auto Sales of less than 50 vehicles, etc.																							

AE	—	
WF	—	
SB	—	
I-3	R	
I-2	—	
I-1	R	
E-G	—	
B-4	R	
B-2, T6	—	
B-1, T5	—	
R-B, T4+	—	
R-O, T4L	—	
R-4	—	
R-3	—	
R-2	—	
R-1-5	—	
R-1-7.5, T3	—	
R-1-10	—	
R-1-15	—	
R – UE	—	
R – E	—	
A – 1, T 1, T 2	—	
Names of Uses and Conditions	Services Continued...	
	Towing and wrecker services; conducted within an enclosed structure. The storage yard for vehicles awaiting repair or delivery to owner must be enclosed within a fence at least ten (10) feet high and a maximum opacity to obstruct view, noise and passage or persons; chainlink or similar fence will be permitted if screen planting which provides maximum opacity is provided •See section VI. Off-street Parking, (6) Wrecker Yard for specific requirements .	

PROPOSED:

* Need not be conducted entirely within a completely enclosed structure.																						
R = Allowed by Right P = Planning Commission approval X = Special exception — = Not allowed																						
Names of Uses and Conditions	A-1, T1, T2	R-E	R-UE	R-1-15	R-1-10	R-1-7.5, T3	R-1-5	R-2	R-3	R-4	R-O, T4L	R-B, T4+	B-1, T5	B-2, T6	B-4	E-G	I-1	I-2	I-3	SB	WF	AE
Services																						
Automobile and truck body repair conducted within an enclosed structure. The storage yard for vehicles awaiting repair or delivery to owner must be enclosed within a fence at least ten (10) feet high and at maximum opacity to obstruct view, noise and passage or persons; chainlink or similar fence will be permitted if screen planting which provides maximum opacity is provided	—	—	—	—	—	—	—	—	—	—	—	—	—	P	—	—	R	R	R	—	—	—

AE	—
WF	—
SB	—
I-3	R
I-2	R
I-1	R
E-G	—
B-4	R
B-2, T6	P
B-1, T5	—
R-B, T4+	—
R-O, T4L	—
R-4	—
R-3	—
R-2	—
R-1-5	—
R-1-7.5, T3	—
R-1-10	—
R-1-15	—
R – UE	—
R – E	—
A – 1, T 1, T 2	—
Services Continued...	
Names of Uses and Conditions	Towing and wrecker services; conducted within an enclosed structure. The storage yard for vehicles awaiting repair or delivery to owner must be enclosed within a fence at least ten (10) feet high and a maximum opacity to obstruct view, noise and passage or persons; chainlink or similar fence will be permitted if screen planting which provides maximum opacity is provided •See section VI. Off-street Parking, (6) Wrecker Yard for specific requirements .

SECTION 2: For good cause being shown and the interest and welfare of the City of Gulfport, the citizens thereof require that the said Ordinance be in full force and effect immediately upon its passage should it pass unanimously and this ordinance shall be in full force and effect from and after its passage, but shall nevertheless be published and enrolled as provided by law.

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 votes, to wit:

YEAS: ABSTENTIONS: ABSENCES: NAYS:

WHEREUPON the President declared the motion carried and the Ordinance adopted this the _____ day of _____, 2016.

(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 _____, _____.

BILLY HEWES, Mayor



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 02/12/2016

Subject: Resolution - approving American Municipal Services for Professional Services for collection of delinquent utility bills, subject to final negotiation and approval of contract, and for related purposes.

Recommendation:

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 _____, 2016, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING
AMERICAN MUNICIPAL SERVICES FOR PROFESSIONAL SERVICES FOR
COLLECTION OF DELINQUENT UTILITY BILLS, SUBJECT TO FINAL
NEGOTIATION AND APPROVAL OF CONTRACT, AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport desires to enter into a contract for professional services for the collection of delinquent utility bills; and

WHEREAS, pursuant to authority of this City Council, the City issued a Request for Proposal for said services and received submissions from seven (7) vendors; and

WHEREAS, the seven (7) submissions were graded by a selection committee in accord with the grading criteria set forth in the Request for Proposals, and American Municipal Services was determined to be the highest scoring vendor and was recommended to the governing authority by the selection committee (See Exhibit “A” attached hereto); and

WHEREAS, the Council finds that it is in the best interest of the City to select American Municipal Services, subject to contract negotiation and approval of a contract/agreement by the City’s governing authority.

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 recommendation of the selection committee be accepted and that American Municipal Services be and it is hereby selected as the City’s vendor for collection of

delinquent utility bills, subject to contract/agreement negotiation by and on behalf of the Administration and ultimate approval of said contract by the City's Governing Authority.

SECTION 3. That this Resolution be and is hereby ordered to be spread upon 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 _____, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2016.

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: February 12, 2016

**Re: RFP for Collection Services of Delinquent Utility Bills
Proposals Received 12-29-2015**

On December 29, 2015, the City of Gulfport received 7 proposals in response to the above mentioned RFP. The submissions were distributed to the selection committee to review and discuss the submissions, turn in the grading sheets and determine if there was a need for interviews.

See below table which represents the points assessed by the committee members. Grading Criteria #1 - Experience; Grading Criteria #2 – Firm size/ Capacity; Grading Criteria #3 – Price; Grading Criteria #4 – Customer Satisfaction/Reference

	Grading Criteria #1	Grading Criteria #2	Grading Criteria #3	Grading Criteria #4	TOTALS
1. AMS	82	85	51	58	276
2. SWC	75	84	58	40	257
3. MSB	79	83	45	48	255
4. Penn Credit	66	50	30	38	184
5. Virtuoso Sourcing Group	48	53	42	36	179
6. Diversified Adjustment Services	54	50	15	36	155
7. Central Portfolio Control	33	18	15	26	92

Based on the grading criteria as presented, the selection committee is recommending American Municipal Services (AMS) as the highest scoring firm with pricing as submitted in the attached proposal; 25% of the principle regardless of in-state or out-of state. AMS is currently the firm that handles collections for the Municipal Court.

Thank you for your consideration.

COST PROPOSAL
THIS PAGE MUST BE SUBMITTED IN A SEPARATE, SEALED
ENVELOPE

Cost Proposal

The cost proposal **must be** submitted in a **separate, sealed envelope** with the responder's name and the title of the RFP clearly identified on the outside of the envelope.

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

Date: 12/18/15

Proposal of: Professional Services for Collection of Delinquent Utility Bills.
(AMERICAN MUNICIPAL SERVICES), organized and existing under the laws of the
Company/Firm name

State of TEXAS, doing business as AMS.

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

Gentlemen, in compliance with your invitation for proposals for:

PROFESSIONAL SERVICES for Collection of Delinquent Utility Bills

FOR THE CITY OF GULFPORT, MISSISSIPPI

% 0 of fine revenue collection. **A 25% ADD ON FEE WILL BE ADDED TO THE AMOUNT OWED AS A COLLECTION FEE.**

Proposer acknowledges receipt of the following addenda:

Addendum No. 1 dated 12/16/15 Addendum No. _____ dated _____

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

COUNCIL

NOV 17 2015

APPROVED

LEGAL NOTICE

Proposals for Collection Services for Delinquent Utility Bills are being hereby solicited by the City of Gulfport MS.

Specifications may be obtained from the Procurement Office, 1410 24th Avenue, Hardy Bldg., Gulfport MS 39501 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

Delivery of Proposals – One (1) original, five (5) copies and one (1) digitally converted file (disc) copy shall be submitted in a sealed envelope, clearly identified as “RFP for City of Gulfport Collection Services for Delinquent Utility Bills” and delivered to the address listed below no later than 10:00 am December 29, 2015, after which time they will be delivered to the selection committee. Any proposal received after the time and date stated will be returned unopened.

Inquiries – all inquiries shall be in writing and directed to the following person. No questions or request for clarifications will be addressed within 7 days of the due date of the proposal.

Procurement Department
Hardy Bldg., 1410 24th Avenue
Gulfport, Ms. 39501
228-868-5705

A selection committee will review each proposal based on the below listed grading criteria and will assist the City’s governing authority in evaluating the proposals and assessing the most qualified proposal. The governing authority retains the ultimate authority in making these determinations. The committee may develop a short list from which interviews will be scheduled and evaluations will be based in part on review of ONLY the data submitted in response to this request for proposal. Upon final selection and determination made by the City’s governing authority, a written contract may be awarded to the individual/firm whose bid/proposal is determined by the governing authority to be the most qualified and/or the lowest and best.

The governing authority will consider terms and conditions and factors relating to price, financial responsibility, technology, legal responsibilities as well as a bidder's or proposer’s “responsibility” concerning matters that relate to the prompt and efficient performance of the contract, including the bidder's or proposer’s honesty and integrity, skill and business judgment, experience and capability of performing the contract, conduct under previous contracts, and the quality of previous work, and a bidder’s or proposer’s customer satisfaction in prior or other contracts or projects, stability and solvency, and management experience in similar contracts, and any oral interviews with the review committee. The governing authority may consider any of the factors referenced herein in awarding the contract.

Proposals may be held by the City of Gulfport, Mississippi, for a period not to exceed sixty (60) days from the date of receipt of proposal.

The City reserves the right to reject any and all proposals or to waive any informality. The City of Gulfport is an equal opportunity employer.

Ad Dates: 11-24-2015
12-01-2015

Send Invoice & Proof of Publication to: **Connie Debenport**
Purchasing Manager
City of Gulfport
P. O. Box 1780
Gulfport, MS 39502-1780



Request for Proposals

Title of RFP:
Collection Services for
Delinquent Utility
Bills

City of Gulfport
Date: November 24, 2015

**Purchasing Department
1410 24th Avenue
Gulfport, MS 39501**

November 24, 2015

**Request for Proposals
For
Outside Collection Services for Delinquent Utility Bills
Gulfport, MS**

The City of Gulfport, Mississippi (the City) is requesting qualifications from experienced companies, firms, or agencies interested in providing collection services for the City in order to pursue certain delinquent utility bills.

I. Introduction

General Information

The purpose of this Request for Proposal (RFP) is to ask companies, firms, or agencies to submit statements of their qualifications, capabilities, and experience in collecting delinquent utility bills as well as to provide information relative to the fees that the interested companies would charge for such collections.

The issuance of this RFP shall not bind the City to procure any services from any contractor responding to this RFP.

II. Statement of Work

The services for which proposals of interested companies are being sought include, but are not limited to, mailing past-due notices, skip-tracing obligors, filing delinquent notifications with appropriate third parties, and communicating with obligors to pay unpaid bills including call out to active and inactive delinquent accounts, invoices, or claims. Active account spreadsheets will be sent more than once per week, contractor to contact all within approximately 15 minutes.

The City of Gulfport has in excess of 27,000 individuals owing utility bills with a total estimated value exceeding \$7.0 million.

The City will provide the Contractor, on a monthly basis, an excel spreadsheet containing the accounts being submitted for collection. The spreadsheet will be provided in electronic format either on a disk or it can be transmitted through e-mail.

The City shall determine which accounts will be referred to a Contractor and there will be no guarantee as to the value or number of accounts that may be referred to Contractor for collection.

There is no provision under Mississippi law to forgive an obligation (or any part thereof) owed to an instrumentality of the State by an individual or other legal entity. Accordingly, a Contractor may not initiate, negotiate, or reach settlements on any referred account for less than the full amount owed and shall not imply either directly or indirectly that it has such authority. This shall not be construed, however, to imply that payment schedules cannot be made between the Contractor and the debtor.

The City will require that the Contractor adhere to the highest legal, ethical, and professional standards.

- 2.1 Licenses.** The Contractor must be licensed in all applicable areas of operation and such licenses shall be in good standing.
- 2.2 Laws, Regulations, Ordinances, etc.** It is agreed and understood that any contracts entered into as a result of this proposal shall be governed under the State laws of Mississippi. In all business performed pursuant to this contract, including all obligations to and dealings with the City, State, Federal government, account debtors, their agents or representatives, the contractor shall be familiar with, shall not violate, and shall abide by all applicable Federal, State, and local laws, statutes, ordinances, and regulations.
- 2.3 Collection.** Contractor must deposit all monies collected for the City into a separate account. This account shall be kept separate from and not commingled with other funds of the Contractor.
- 2.4 Compensation Method.** As required by Section 21-17-1 of the Mississippi Code Annotated (1995 Supp.), all payments collected on delinquent accounts serviced by the Contractor shall be remitted to, and/or received by the City before any fees are due and payable by the City to the Contractor. Contractor shall bill the City on a monthly basis for fees based upon payments remitted to or received by the City. Fees shall be due and payable by the City on or before 30 days after receipt of a proper invoice. Invoice shall include a settlement statement detailing all accounts for which payments were received, including debtor's name, account number, type of account or originating department, amount received, collections remitted to or otherwise received by the City and date of remission, and such other information as the City may reasonably require.
- 2.5 Collections remitted to the City.** The City will be responsible for reporting to the Contractor any payments remitted directly to the City. This reporting will occur no later than seven business days following receipt of the payment.
- 2.6 Inspection.** The Contractor shall make all records available and assist the City in the event that the City wishes to audit any of the selected activities as it pertains to any agreement that may be issued as a result of this RFP.

III. PROPOSED FORMAT

Technical Proposal

Proposals submitted pursuant to this RFP shall be brief and to the point. An original, five (5) hard copies as well as one (1) digitally converted copy of the provider's proposal are to be furnished containing the following information:

NOTE: DO NOT INCLUDE ANY COSTS OF ANY KIND IN THIS SECTION

1. **Contact Information** – Please provide the name, address, telephone number, fax number, e-mail address of your company's contact person for this RFP. Provide a resume of all principal owners.
2. **Company Description and Collection Statement** – Provide a description of your company, including the location of its established offices, the size (number of employees), legal structure, areas of specialization, hours and days of operation via Internet contact and telephone contact, and a discussion of your firm's qualifications as described above in Section 3.0, Qualifications.

Also, provide a statement describing your company's collection procedures and policies. This statement should explain your general approach to accomplishing the tasks described in Section 2.0, Scope of Work, including how long you continue to work accounts before ceasing collection attempts.
3. **Financial Information** – Provide the most recent audited annual report for your company. Please include any internal control or compliance reports that contain material weaknesses and/or reportable conditions. If a recent audit has not been performed for your Company, provide a recent financial statement prepared by an independent CPA.
4. **Insurance and bonding** – A statement of insurance and bonding carried, including amounts of such coverage. Selected Contractor will be required to furnish a certificate of insurance and name the City as a certificate holder.
5. **Membership and or Certifications in Organizations/Associations** – Provide a list of all memberships and or certifications obtained in collection organizations or other similar organizations that provide interstate and intrastate service and utilize collection techniques which are consistent with the Code of Ethics and standards of said like organizations.
6. **References** – List of references of similar volume, size, and scope. Please include name, phone number or e-mail address of someone familiar with the services that can be contacted.
7. **Licenses** – Indicate whether your company is properly licensed.

8. **Statement of Corporate Capability** – Provide a detail of: (a) how many similar size (or larger) business or governmental entities does your company perform collection services for, and (b) any limitations regarding your company's capacity to handle this account. If your company's primary experience is not related to the type of collections proposed herein, describe what measures you are willing to take to ensure that the City's accounts will be handled in a professional, expedient manner.

Provide a general description of the method(s) you propose to collect on the types of accounts noted in Section 2, Scope of Work.

Provide a list and brief resume of all management and supervisory personnel who will be assigned to this project, including length of service with your firm.

Include examples of status and statistical reports that your company can provide, along with the frequency that they can be provided. Also, include an example of the monthly settlement statements.

9. The City has determined that in order to achieve the maximum amount of recovery on referred accounts; a Contractor must meet or exceed the following standards:

- 1.1 Contractor must be able to accept data electronically in an Excel format.
- 1.2 Contractor must make telephone call outs on a regular basis.
- 1.3 Contractor must be able to keep the City's account information separate from information related to other clients.
- 1.4 Contractor must be able to generate *ad hoc* reports to meet the City's inquiries regarding account status, or related information regarding such accounts.
- 1.5 Contractor must bear all expenses and costs incurred to effect collection of any accounts referred to it by the City.
- 1.6 Contractors with experience in providing similar collection services will be given additional preference.
- 1.7 Contractors must be able to accept all forms of payment (i.e., cash, credit cards, Western Union Quick Collects, money orders, etc.)
- 1.8 Contractor must comply with all legal requirements for insurance.
- 1.9 Contractor must show sufficient financial ability to execute the contract.
- 2.0 Contractor hours of operation must meet or exceed the City's hours of operation from 8:00 am to 5:00 p.m. CST, Monday through Friday.

COST PROPOSAL
THIS PAGE MUST BE SUBMITTED IN A SEPARATE, SEALED
ENVELOPE

Cost Proposal

The cost proposal **must be** submitted in a separate, sealed envelope with the responder's name and the title of the RFP clearly identified on the outside of the envelope.

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

Date: _____

Proposal of: Professional Services for Collection of Delinquent Utility Bills.
(_____), organized and existing under the laws of the
Company/Firm name

State of _____, doing business as _____.

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

Gentlemen, in compliance with your invitation for proposals for:

PROFESSIONAL SERVICES for Collection of Delinquent Utility Bills

FOR THE CITY OF GULFPORT, MISSISSIPPI

%_____ of fine revenue collection

Proposer acknowledges receipt of the following addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

IV. CRITERIA FOR SELECTION

The following selection criteria are examples of areas that can be used as the basis for the evaluation of proposal. The criteria are listed in order of importance.

1. Experience
2. Firm Size / Capacity
3. Price
4. Customer Satisfaction / References
5. Interview

Project Manager

The City of Gulfport will designate a Project Manager to coordinate this project for the City. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Manager.

Expenses of Preparing Responses to this RFP

The City of Gulfport accepts no responsibility for any expenses incurred by the responders to this RFP in the preparation of their responses. Such expenses are borne exclusively by the responders.

Submittal Instructions

One (1) original, five (5) copies and one (1) digital conversion of the sealed proposal must be submitted to the Purchasing Office, 1410 24th Avenue, Gulfport, MS 39501, no later than 10:00 am local time on December 29, 2015 after which time they will be delivered to the Selection Committee. Any proposal submitted after the date and time as noted will be returned unopened.

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and the mandatory terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm who is most responsive to the herein described needs of the City.

All proposals submitted under this RFP shall become the property of the City of Gulfport and will not be returned

Attachments

1. MS Code of 1972, As Amended, Section 2117-1(6)
2. OSA Circular No. 12

Proposal Duration

Proposals submitted in response to this RFP must be valid for a period of ninety (90) days from proposal submission deadline, and must be so marked.

Acknowledgement of Addenda

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

Award of Contract

A selection committee will review and rate all proposals and may determine an interview list of the firms whose proposal are highest rated based on qualifications and information provided in Section III., Proposal Format and Section IV., Criteria for Selection.

Interview listed firms will be scheduled for oral presentation to the selection committee, not to exceed one hour's duration, responding to questions from the selection committee relevant to the firm's proposal.

The selection committee may then rescore all interview-listed firms based on the information submitted and oral interview, and will compile a new list ranking those firms. After all rating is completed, the Purchasing Manager will open cost proposals of only the final short listed firms and will include the cost proposal information along with the committee's recommendation to the Administration and City Council, who will make the final decision as to award of Contract.

Authorizations

Proposals are to be signed by those officials and agents duly authorized on behalf of their respective institutions to sign proposals and contracts.

Contract Period

The contract period shall be from the date of award anticipated to be January 1, 2016 through December 31, 2020.

Cancellation

The City may terminate this contract at any time without cause, in whole or in part, upon giving the contractor a thirty (30) day written notice. Upon such cancellation, the contractor shall immediately cease services at the conclusion of the thirty (30) day notice period. The City shall be liable and responsible to the contractor only to the extent of work

already performed. Should services be unsatisfactory or untimely, the City shall have the right to cancel the services immediately pursuant to a written notice that identifies the failure to contractor. Cancellation shall not release the OFFEROR from legal remedies available to the City.

The Contractor may not cancel the award during the initial contract term, but may, upon sixty (60) days written notice to the City, cancel the contract during subsequent terms.

Disqualification of Proposer

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

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

Questions

Questions regarding this RFP should be directed to the Purchasing Office by email: cdebenport@gulfport-ms.gov or facsimile (228) 868-5704, *not less than five (5) business days* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

Direct Contact

Direct contact with any City employee, including the Governing Authority, on the subject of this proposal, is strictly forbidden. Violation of this paragraph will result in disqualification of your proposal.

Trade Secrets/Proprietary Information

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

Please mark one:

() **No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.

() **Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information. If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret and/or proprietary information. These pages shall be conspicuously labeled "PROPRIETARY INFORMATION" in red ink at the top and bottom center of each page.

Do Not Mark the Whole Proposal Proprietary

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

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

Complete the following information and return the form with your package.

1) If you are a SBE, MBE or WBE, please check one of the following boxes:

☐

SBE

☐

MBE

☐

WBE

Minimum Insurance Requirements

Professional Liability:	\$1,000,000	Each Person
	\$3,000,000	Total Aggregate
Workers Compensation:	\$500,000	Each Accident
	\$500,000	Each Employee Disease
	\$500,000	Policy Limit Disease

VENDOR INFORMATION

Company/Firm Name	
Authorized Representative-Signature	
Authorized Representative - Print	
Address	
Phone Number	
Facsimile Number	
Email	
Website (if available)	

Example of Standard “Projected Timetable”

Description	Time frame
Request city council approval	Within 2 weeks after receipt and review (depending on next available agenda)
Advertisement	1 each week for 2 consecutive weeks
Pre-proposal conference	1 -2 weeks after last advertisement
Questions in writing cut-off	2- days after pre-proposal conference in order to give city ample time to respond before addenda deadline
Amendment/Addendum	No later than 48 hours prior to opening or open date must be extended 5 days
Proposals due	No sooner than the 16th day after the last advertisement, depending on complexity of Scope of Work, this could take longer.
Distribute to selection committee	Depending on complexity and number of submissions – no less than 1 week, no more than 2 weeks.
Grading by selection committee	1-2 weeks
Contract negotiations and placement on agenda for council approval	Within 2 weeks (depending on next available agenda)



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 02/29/2016

Subject: Resolution - awarding contract for the West 28th Street Area Water Main Improvements Project - Part 1 and authorizing the Mayor to execute the same.

Recommendation:

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 _____, 2016, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING AWARD TO HUDSON CONTRACTING, INC., FOR THE 28TH STREET AREA WATER MAIN IMPROVEMENTS PROJECT, APPROVING CONTRACT BETWEEN THE CITY OF GULFPORT AND HUDSON CONTRACTING, INC., FOR SAID PROJECT, AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake a project to replace approximately 16,000 lf of existing water mains of various sizes, from 4” to 6” in diameter, restoring water services and other related work in the area of 28th Street in the City of Gulfport; and

WHEREAS, pursuant to authority of this City Council, the City solicited bids for the aforementioned project and received bids from seven (7) vendors; and

WHEREAS, the lowest and best bid of the seven (7) bids received was submitted by Hudson Contracting, Inc., of Waynesboro, Mississippi, in the amount of \$783,058.00; and

WHEREAS, the Council finds that it is in the best interest of the City to award the contract for the aforementioned project to Hudson Contracting, Inc., as the low bidder and to approve a contract with Hudson Contracting, Inc., concerning the same (see Exhibit “A” attached hereto).

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 bid of Hudson Contracting, Inc., of Waynesboro, Mississippi, in the amount of \$783,058.00 be and the same is hereby accepted, and that the contract attached hereto as Exhibit “A” be and the same is hereby approved 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 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 _____, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2016.

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: March 1, 2016

Re: 28th Street Area Water Main Improvements – Part 1
Bids Received 02/24/2016

Please see letter of recommendation from Kris Riemann and Michael Hattaway, P.E., Engineer of Record, recommending your approval of the lowest and best bid as submitted by Hudson Contracting, Inc. for a total bid amount of \$783,058.00.00. Tabulation Sheet and Contract are attached.

The project consists of the replacement of approximately 16,000 lf of existing water mains of various sizes, from 4" to 6" in diameter, restoring water services and other related work. Project is funded from the 2014 Bond Issue.

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

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Linda Elias, Finance

Wayne Miller, P.E., Public Works

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

Date: 2/26/2016

Re: Recommendation to Award Contract

- West 28th Street Area Water Main Improvements – Part 1

On February 24, 2016, bids were received for the above referenced project. Seven (7) bids were received. Attached is a copy of the bid tabulation. The lowest responsive bid was received from Hudson Contracting, Inc. of Waynesboro, MS in the amount of \$783,058.00. The contract time is 270 calendar days.

The project consists of the replacement of approximately 16,000 lf of existing water mains of various sizes from 4" to 6" in diameter, restoring water services, and other related work. The project is completely funded by the 2014 Bond Issue. No additional funding above the budgeted amount in place for this contract is required.

Therefore, I recommend approval of the contract to Hudson Contracting, Inc. Please place this item on the March 8, 2016, Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments:

1. Michael Hattaway Letter dated 2/25/2016
2. Bid Tabulation
3. Contract



G.E.C., Inc.
1580 W. Causeway App., Ste. 1
Mandeville, Louisiana 70471
(985) 624-5125 Fax (985) 951-8245
Verdl Adam, P.E., President



February 25, 2016

Via Email

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

RE: West 28th Street Area Water Main Improvements, Part 1

Dear Mr. Riemann,

Sealed bids were received and opened for the above referenced project on February 24, 2016. Seven bids were received. Hudson Contracting, Inc. was the apparent low bidder with a bid in the amount of \$783,058.00. The bid tabulation is enclosed.

We have reviewed the bid for compliance with the bid documents and for mathematical errors. There were several arithmetic errors in the bid submitted by Twin L Construction, Inc. Their corrected bid total amount was \$1,102,478.50 in lieu of \$1,101,469.80 on their bid form. This correction does not change the ranking of the bidders.

We have had extensive experience over the last twenty years with the low bidder, Hudson Contracting, Inc. We highly recommend them for this project.

Therefore, we recommend that the contract be awarded to the apparent low bidder, Hudson Contracting, Inc., with a contract amount of \$738,058.00.

Please feel free to contact me should you have questions.

Very truly yours,

G.E.C., Inc.

Michael M. Hattaway, P.E.
Mandeville Section Manager

Enclosures

Celebrating 28th Anniversary

Engineering · Economics · Energy · Environmental · GIS · Planning · Transportation · Surveying



West 28th Street Area Water Main Improvements - Part One

City of Gulfport
Office Of Procurement
1410 24th Avenue, Hardy Building, Gulfport, MS 39501
10:00 AM

Tabulation of Bids
Wednesday, February 24, 2016
GEC Project No.: 0051.2154101.000

Contractor	License Number	Bid Bond	Addenda Acknowledged	Total Bid
			1	
Knowles Construction Inc.	11748-MC	☒	☒	\$894,910.00
Twin L. Construction	08365-MC	☒	☒	\$1,101,469.80*
Hudson Contracting, Inc.	05632MC	☒	☒	\$783,058.00
Saunders Construction, LLC	13638MC	☒	☒	\$835,059.00
Jay Bearden Construction	09155-MC	☒	☒	\$905,468.45
DNA Underground, LLC	20907SC	☒	☒	\$814,550.00
J Levens Builders	11032-MC	☒	☒	\$926,430.00
		☐	☐	
		☐	☐	
		☐	☐	
		☐	☐	
		☐	☐	
		☐	☐	
		☐	☐	
		☐	☐	
		☐	☐	
		☐	☐	
		☐	☐	
		☐	☐	

Michael M. Hattaway 2/25/16

MICHAEL M. HATTAWAY
 LICENSED PROFESSIONAL ENGINEER
 10674
 STATE OF MISSISSIPPI

*Mathematical Error, Correct Bid
Total: \$1,102,478.50

				Hudson Contracting, Inc.	
ITEM NO.	BID ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	UNIT PRICE EXTENSION
A	BOND (1%)	LS	1	\$	-
B	CONSTRUCTION LAYOUT (0.5%)	LS	1	\$	-
01505-A	MOBILIZATION	LS	1	\$75,000.00	\$ 75,000.00
02050-A	PAVEMENT REMOVAL (ALL TYPES & THICKNESS)	SY	800	\$5.00	\$ 4,000.00
02050-B	SAW CUT PAVEMENT (ALL TYPES & THICKNESS)	LF	1800	\$4.30	\$ 8,800.00
02050-C	REMOVAL OF CURB AND GUTTER	LF	100	\$3.00	\$ 300.00
02050-D	REMOVAL OF DRIVEWAY PAVEMENT (ALL TYPES & THICKNESS)	SY	300	\$5.00	\$ 1,500.00
02050-E	REMOVAL OF SIDEWALK	SY	100	\$2.00	\$ 200.00
02050-F	REMOVAL OF RETAINING WALL	SF	20	\$15.00	\$ 300.00
02050-G	REMOVAL OF UNSUITABLE SOILS FROM JOB SITE	CY	200	\$5.00	\$ 1,000.00
02050-H	REMOVAL AND REPLACEMENT OF FENCES	LF	100	\$10.00	\$ 1,000.00
02050-I	REMOVAL OF PIPES (ALL TYPES & SIZES)	LF	150	\$4.00	\$ 600.00
02050-J	FLOWABLE FILL	CY	20	\$150.00	\$ 3,000.00
02111-A	CLEARING AND GRUBBING	AC	3	\$1,500.00	\$ 4,500.00
02221-A	SELECT BEDDING MATERIAL	CY	1200	\$9.00	\$ 10,800.00
02226-C	BORROW MATERIAL, TYPE C (LVM)	CY	100	\$9.00	\$ 900.00
02234-A	CRUSHED LIMESTONE SUB-BASE FOR CUTS IN STREET ROW	CY	200	\$65.00	\$ 13,000.00
02234-B	LIMESTONE GRANULAR BASE COURSE FOR DRIVEWAYS	CY	100	\$65.00	\$ 6,500.00
02294-A	BILT FENCE	LF	10000	\$1.25	\$ 12,500.00
02295-B	STRAW WATTLES	EACH	25	\$50.00	\$ 1,250.00
02512-A	HOT BITUMINOUS PAVEMENT (2" THICK) (MDOT ST, 12.5 MM MIX)	SY	1000	\$21.00	\$ 21,000.00
02512-B	HOT BITUMINOUS PAVEMENT (2" THICK) (MDOT ST, 10 MM MIX)	SY	1000	\$21.00	\$ 21,000.00
02521-A	MOUNTABLE CURB AND GUTTER	LF	100	\$15.00	\$ 1,500.00
02522-A	CONCRETE SIDEWALK	SY	40	\$18.00	\$ 720.00
02522-B	CONCRETE DRIVEWAY	SY	300	\$45.00	\$ 13,500.00
02560-A	PAINTED TRAFFIC MARKINGS	LS	1	\$750.00	\$ 750.00
02561-A	THERMOPLASTIC TRAFFIC MARKINGS	LS	1	\$750.00	\$ 750.00
02660-A	4" PVC WATER MAIN	LF	100	\$10.00	\$ 1,000.00
02660-B	6" PVC WATER MAIN	LF	8600	\$11.00	\$ 94,600.00
02660-C	8" PVC WATER MAIN	LF	9800	\$13.00	\$ 127,400.00
02660-D	4" DUCTILE IRON WATER MAIN	LF	50	\$42.00	\$ 2,100.00
02660-E	6" DUCTILE IRON WATER MAIN	LF	150	\$43.00	\$ 6,450.00
02660-F	8" DUCTILE IRON WATER MAIN	LF	350	\$45.00	\$ 15,750.00
02660-G	DUCTILE IRON FITTINGS	TONS	7	\$4,200.00	\$ 29,400.00
02661-A	RESIDENTIAL WATER SERVICE, (1" DIA.) (SHORT SIDE)	EACH	80	\$575.00	\$ 46,000.00
02661-B	RESIDENTIAL WATER SERVICE, (1" DIA.) (LONG SIDE)	EACH	50	\$995.00	\$ 49,750.00
02661-C	RESIDENTIAL WATER SERVICE, (1 1/2" DIA.) (LONG SIDE)	EACH	5	\$1,680.00	\$ 8,400.00
02661-D	NEW WATER METER BOX, INSTALLED	EACH	12	\$70.00	\$ 840.00
02662-A	6"X6" TAPPING SLEEVE & 6" VALVE	EACH	4	\$2,575.00	\$ 10,300.00
02662-B	8"X6" TAPPING SLEEVE & 6" VALVE	EACH	1	\$2,575.00	\$ 2,575.00
02662-C	8"X6" TAPPING SLEEVE & 8" VALVE	EACH	1	\$3,500.00	\$ 3,500.00
02662-D	10"X6" TAPPING SLEEVE & 6" VALVE	EACH	4	\$2,800.00	\$ 11,200.00
02662-E	10"X6" TAPPING SLEEVE & 8" VALVE	EACH	5	\$3,650.00	\$ 18,250.00
02662-F	TEMPORARY WATER MAIN CONNECTIONS W/ 1 1/2" OR 2" VALVES & 2" TEMPORARY PIPING	EACH	3	\$2,500.00	\$ 7,500.00
02662-G	CONNECTION TO EXISTING WATER MAIN CONNECTION W/ 1 1/2" OR 2" VALVES & PIPING	EACH	2	\$2,500.00	\$ 5,000.00
02663-A	4" GATE VALVES W/ VALVE BOX	EACH	1	\$715.00	\$ 715.00
02663-B	6" GATE VALVES W/ VALVE BOX	EACH	10	\$875.00	\$ 8,750.00
02663-C	8" GATE VALVES W/ VALVE BOX	EACH	15	\$1,250.00	\$ 18,750.00
02664-A	FIRE HYDRANT ASSEMBLY (STANDARD DEPTH)	EACH	24	\$3,625.00	\$ 87,000.00
02664-B	FIRE HYDRANT ASSEMBLY (LONG BARREL)	EACH	2	\$3,900.00	\$ 7,800.00
02668-A	12" STEEL CASING (BORE & JACK)	LF	20	\$135.00	\$ 2,700.00
02668-B	18" STEEL CASING (BORE & JACK)	LF	20	\$175.00	\$ 3,500.00
02668-C	12" STEEL CASING (OPEN CUT)	LF	80	\$105.00	\$ 8,400.00
02668-D	18" STEEL CASING (OPEN CUT)	LF	120	\$130.00	\$ 15,600.00
02669-A	6" UN-CASED BORE & JACK	LF	100	\$28.00	\$ 2,800.00
02669-B	8" UN-CASED BORE & JACK	LF	100	\$35.00	\$ 3,500.00
02722-A	16" RCP CULVERT	LF	24	\$22.00	\$ 528.00
02722-B	18"X11" RCAP CULVERT	LF	24	\$25.00	\$ 600.00
02723-A	12" HDPE PIPE CULVERT	LF	50	\$15.00	\$ 750.00
02723-B	18" HDPE PIPE CULVERT	LF	50	\$18.00	\$ 900.00
02931-A	PLANT ESTABLISHMENT (SEEDING)	AC	3	\$650.00	\$ 1,950.00
02931-B	PLANT ESTABLISHMENT (HYDRO-SEEDING)	AC	2	\$950.00	\$ 1,900.00
02931-C	EROSION CONTROL MAT	SY	100	\$3.50	\$ 350.00
02931-D	SOLID SOD (CENTPEDE)	SY	200	\$5.00	\$ 1,000.00
02935-A	MAINTENANCE OF TRAFFIC	LS	1	\$2,500.00	\$ 2,500.00
				Base Total:	\$ 793,058.00

ITEM NO.	BID ITEM DESCRIPTION	UNIT	QUANTITY	Knowles Construction, Inc.		Twin L. Construction	
				UNIT	UNIT PRICE EXTENSION	UNIT	UNIT PRICE EXTENSION
A	BOND (1%)	LB	1		\$ -		\$ -
B	CONSTRUCTION LAYOUT (0.5%)	LB	1		\$ -		\$ -
01505-A	MOBILIZATION	LS	1	\$40,000.00	\$ 40,000.00	\$33,685.00	\$ 33,685.00
02050-A	PAVEMENT REMOVAL (ALL TYPES & THICKNESS)	SY	800	\$7.00	\$ 5,600.00	\$1.50	\$ 1,200.00
02050-B	SAW CUT PAVEMENT (ALL TYPES & THICKNESS)	LF	1800	\$5.00	\$ 8,000.00	\$7.80	\$ 12,460.00
02050-C	REMOVAL OF CURB AND GUTTER	LF	100	\$7.00	\$ 700.00	\$2.40	\$ 240.00
02050-D	REMOVAL OF DRIVEWAY PAVEMENT (ALL TYPES & THICKNESS)	SY	300	\$7.00	\$ 2,100.00	\$6.00	\$ 1,800.00
02050-E	REMOVAL OF SIDEWALK	SY	100	\$7.00	\$ 700.00	\$6.00	\$ 600.00
02050-F	REMOVAL OF RETAINING WALL	SF	20	\$20.00	\$ 400.00	\$8.40	\$ 168.00
02050-G	REMOVAL OF UNSUITABLE SOILS FROM JOB SITE	CY	200	\$5.00	\$ 1,000.00	\$7.20	\$ 1,440.00
02050-H	REMOVAL AND REPLACEMENT OF FENCES	LF	100	\$25.00	\$ 2,500.00	\$36.00	\$ 3,600.00
02050-I	REMOVAL OF PIPES (ALL TYPES & SIZES)	LF	150	\$5.00	\$ 750.00	\$10.80	\$ 1,620.00
02050-J	FLOWABLE FILL	CY	20	\$150.00	\$ 3,000.00	\$80.00	\$ 1,600.00
02111-A	CLEARING AND GRUBBING	AC	3	\$5,000.00	\$ 15,000.00	\$3,970.00	\$ 11,910.00
02221-A	SELECT BEDDING MATERIAL	CY	1200	\$15.00	\$ 18,000.00	\$7.20	\$ 8,640.00
02226-C	BORROW MATERIAL, TYPE C (LVM)	CY	100	\$15.00	\$ 1,500.00	\$14.45	\$ 1,445.00
02234-A	CRUSHED LIMESTONE SUB-BASE FOR CUTS IN STREET ROW	CY	200	\$80.00	\$ 16,000.00	\$96.25	\$ 19,250.00
02234-B	LIMESTONE GRANULAR BASE COURSE FOR DRIVEWAYS	CY	100	\$80.00	\$ 8,000.00	\$96.25	\$ 9,625.00
02284-A	SILT FENCE	LF	10000	\$5.00	\$ 50,000.00	\$2.40	\$ 24,000.00
02285-B	STRAW BATTLES	EACH	25	\$10.00	\$ 250.00	\$100.15	\$ 2,503.75
02512-A	HOT BITUMINOUS PAVEMENT (2" THICK) (MODY ST, 12.5 MM MIX)	SY	1000	\$50.00	\$ 50,000.00	\$55.35	\$ 55,350.00
02512-B	HOT BITUMINOUS PAVEMENT (2" THICK) (MODY ST, 19 MM MIX)	SY	1000	\$45.00	\$ 45,000.00	\$55.35	\$ 55,350.00
02521-A	MOUNTABLE CURB AND GUTTER	LF	100	\$20.00	\$ 2,000.00	\$36.00	\$ 3,600.00
02522-A	CONCRETE SIDEWALK	SY	40	\$50.00	\$ 2,000.00	\$63.00	\$ 2,520.00
02522-B	CONCRETE DRIVEWAY	SY	300	\$70.00	\$ 21,000.00	\$72.20	\$ 21,660.00
02580-A	PAINTED TRAFFIC MARKINGS	LS	1	\$5,000.00	\$ 5,000.00	\$2,165.50	\$ 2,165.50
02581-A	THERMOPLASTIC TRAFFIC MARKINGS	LS	1	\$5,000.00	\$ 5,000.00	\$9,022.50	\$ 9,022.50
02680-A	4" PVC WATER MAIN	LF	100	\$12.00	\$ 1,200.00	\$18.05	\$ 1,805.00
02680-B	6" PVC WATER MAIN	LF	5800	\$12.00	\$ 69,600.00	\$19.25	\$ 111,560.00
02680-C	8" PVC WATER MAIN	LF	9500	\$15.00	\$ 142,500.00	\$24.10	\$ 228,950.00
02680-D	4" DUCTILE IRON WATER MAIN	LF	50	\$28.00	\$ 1,400.00	\$44.50	\$ 2,225.00
02680-E	6" DUCTILE IRON WATER MAIN	LF	150	\$21.00	\$ 3,150.00	\$36.10	\$ 5,415.00
02680-F	8" DUCTILE IRON WATER MAIN	LF	350	\$26.00	\$ 9,100.00	\$40.00	\$ 14,000.00
02680-G	DUCTILE IRON FITTINGS	TONS	7	\$6,360.00	\$ 44,520.00	\$8,517.25	\$ 59,620.75
02681-A	RESIDENTIAL WATER SERVICE, (1" DIA.) (SHORT SIDE)	EACH	60	\$600.00	\$ 36,000.00	\$650.00	\$ 39,000.00
02681-B	RESIDENTIAL WATER SERVICE, (1" DIA.) (LONG SIDE)	EACH	50	\$850.00	\$ 42,500.00	\$850.00	\$ 42,500.00
02681-C	RESIDENTIAL WATER SERVICE, (1 1/2" DIA.) (LONG SIDE)	EACH	5	\$1,000.00	\$ 5,000.00	\$1,250.00	\$ 6,250.00
02681-D	NEW WATER METER BOX, INSTALLED	EACH	12	\$100.00	\$ 1,200.00	\$260.00	\$ 3,120.00
02682-A	8"X6" TAPPING SLEEVE & 6" VALVE	EACH	4	\$2,800.00	\$ 11,200.00	\$4,260.00	\$ 17,040.00
02682-B	8"X8" TAPPING SLEEVE & 6" VALVE	EACH	1	\$2,900.00	\$ 2,900.00	\$4,745.00	\$ 4,745.00
02682-C	8"X8" TAPPING SLEEVE & 8" VALVE	EACH	1	\$3,000.00	\$ 3,000.00	\$5,520.00	\$ 5,520.00
02682-D	10"X8" TAPPING SLEEVE & 6" VALVE	EACH	4	\$3,000.00	\$ 12,000.00	\$4,740.00	\$ 18,960.00
02682-E	10"X8" TAPPING SLEEVE & 8" VALVE	EACH	6	\$3,200.00	\$ 19,200.00	\$5,935.00	\$ 29,670.00
02682-F	TEMPORARY WATER MAIN CONNECTIONS W/ 1 1/2" OR 2" VALVES & 2" TEMPORARY PIPING	EACH	3	\$1,500.00	\$ 4,500.00	\$610.00	\$ 1,830.00
02682-G	CONNECTION TO EXISTING WATER MAIN CONNECTION W/ 1 1/2" OR 2" VALVES & PIPING	EACH	2	\$1,500.00	\$ 3,000.00	\$1,520.00	\$ 3,040.00
02683-A	4" GATE VALVES W/ VALVE BOX	EACH	1	\$700.00	\$ 700.00	\$1,220.00	\$ 1,220.00
02683-B	6" GATE VALVES W/ VALVE BOX	EACH	10	\$750.00	\$ 7,500.00	\$1,330.00	\$ 13,300.00
02683-C	8" GATE VALVES W/ VALVE BOX	EACH	15	\$1,100.00	\$ 16,500.00	\$1,870.00	\$ 28,050.00
02684-A	FIRE HYDRANT ASSEMBLY (STANDARD DEPTH)	EACH	24	\$3,000.00	\$ 72,000.00	\$2,965.00	\$ 71,160.00
02684-B	FIRE HYDRANT ASSEMBLY (LONG BARREL)	EACH	2	\$3,500.00	\$ 7,000.00	\$3,360.00	\$ 6,720.00
02688-A	12" STEEL CASING (BORE & JACK)	LF	20	\$350.00	\$ 7,000.00	\$384.00	\$ 7,680.00
02688-B	18" STEEL CASING (BORE & JACK)	LF	20	\$400.00	\$ 8,000.00	\$442.00	\$ 8,840.00
02688-C	12" STEEL CASING (OPEN CUT)	LF	80	\$100.00	\$ 8,000.00	\$119.50	\$ 9,560.00
02688-D	18" STEEL CASING (OPEN CUT)	LF	120	\$120.00	\$ 14,400.00	\$164.00	\$ 19,680.00
02689-A	6" UN-CASED BORE & JACK	LF	100	\$100.00	\$ 10,000.00	\$55.00	\$ 5,500.00
02689-B	8" UN-CASED BORE & JACK	LF	100	\$100.00	\$ 10,000.00	\$67.00	\$ 6,700.00
02722-A	16" RCP CULVERT	LF	24	\$30.00	\$ 720.00	\$44.00	\$ 1,056.00
02722-B	16"X11" RCP CULVERT	LF	24	\$30.00	\$ 720.00	\$48.00	\$ 1,152.00
02723-A	12" HDPE PIPE CULVERT	LF	50	\$20.00	\$ 1,000.00	\$37.00	\$ 1,850.00
02723-B	18" HDPE PIPE CULVERT	LF	50	\$20.00	\$ 1,000.00	\$40.00	\$ 2,000.00
02831-A	PLANT ESTABLISHMENT (SEEDING)	AC	3	\$2,500.00	\$ 7,500.00	\$1,800.00	\$ 5,400.00
02831-B	PLANT ESTABLISHMENT (HYDRO-SEEDING)	AC	2	\$3,200.00	\$ 6,400.00	\$2,630.00	\$ 5,260.00
02831-C	EROSION CONTROL MAT	SY	100	\$2.00	\$ 200.00	\$5.00	\$ 500.00
02831-D	SOLID SOD (CENTIPEDE)	SY	200	\$7.00	\$ 1,400.00	\$6.00	\$ 1,200.00
02835-A	MAINTENANCE OF TRAFFIC	LS	1	\$5,000.00	\$ 5,000.00	\$28,680.00	\$ 28,680.00
				Base Total:	\$ 894,910.00	Base Total:	\$ 1,102,478.00

ITEM NO.	BID ITEM DESCRIPTION	UNIT	QUANTITY	Saunders Construction, LLC		Jay Bearden Construction	
				UNIT	UNIT PRICE EXTENSION	UNIT	UNIT PRICE EXTENSION
A	BOND (1%)	LS	1		\$ -		\$ -
B	CONSTRUCTION LAYOUT (0.5%)	LS	1		\$ -		\$ -
01505-A	MOBILIZATION	LS	1	\$30,000.00	\$ 30,000.00	\$18,000.00	\$ 18,000.00
02050-A	PAVEMENT REMOVAL (ALL TYPES & THICKNESS)	SY	800	\$8.00	\$ 6,400.00	\$4.00	\$ 3,200.00
02050-B	SAW CUT PAVEMENT (ALL TYPES & THICKNESS)	LF	1600	\$3.25	\$ 5,200.00	\$6.00	\$ 9,600.00
02050-C	REMOVAL OF CURB AND GUTTER	LF	100	\$7.00	\$ 700.00	\$12.00	\$ 1,200.00
02050-D	REMOVAL OF DRIVEWAY PAVEMENT (ALL TYPES & THICKNESS)	SY	300	\$8.50	\$ 2,550.00	\$5.00	\$ 1,500.00
02050-E	REMOVAL OF SIDEWALK	SY	100	\$8.50	\$ 850.00	\$10.00	\$ 1,000.00
02050-F	REMOVAL OF RETAINING WALL	SF	20	\$23.00	\$ 460.00	\$50.00	\$ 1,000.00
02050-G	REMOVAL OF UNSUITABLE SOILS FROM JOB SITE	CY	200	\$8.00	\$ 1,600.00	\$6.00	\$ 1,200.00
02050-H	REMOVAL AND REPLACEMENT OF FENCES	LF	100	\$30.00	\$ 3,000.00	\$40.00	\$ 4,000.00
02050-I	REMOVAL OF PIPES (ALL TYPES & SIZES)	LF	150	\$5.50	\$ 825.00	\$12.00	\$ 1,800.00
02050-J	FLOWABLE FILL	CY	20	\$390.00	\$ 7,800.00	\$350.00	\$ 7,000.00
02111-A	CLEARING AND GRUBBING	AC	3	\$3,000.00	\$ 9,000.00	\$10,000.00	\$ 30,000.00
02221-A	SELECT BEDDING MATERIAL	CY	1200	\$14.00	\$ 16,800.00	\$20.00	\$ 24,000.00
02226-C	BORROW MATERIAL, TYPE C (LVM)	CY	100	\$12.00	\$ 1,200.00	\$12.00	\$ 1,200.00
02234-A	CRUSHED LIMESTONE SUB-BASE FOR CUTS IN STREET ROW	CY	200	\$84.00	\$ 16,800.00	\$80.00	\$ 16,000.00
02234-B	LIMESTONE GRANULAR BASE COURSE FOR DRIVEWAYS	CY	100	\$86.00	\$ 8,600.00	\$80.00	\$ 8,000.00
02294-A	SILT FENCE	LF	10000	\$2.70	\$ 27,000.00	\$3.00	\$ 30,000.00
02295-B	STRAW WATTLES	EACH	25	\$25.00	\$ 625.00	\$95.00	\$ 2,375.00
02512-A	HOT BITUMINOUS PAVEMENT (2" THICK) (MDOT ST. 12.5 MM MIX)	SY	1000	\$20.00	\$ 20,000.00	\$21.00	\$ 21,000.00
02512-B	HOT BITUMINOUS PAVEMENT (2" THICK) (MDOT ST. 19 MM MIX)	SY	1000	\$20.00	\$ 20,000.00	\$21.00	\$ 21,000.00
02521-A	MOUNTABLE CURB AND GUTTER	LF	100	\$20.00	\$ 2,000.00	\$25.00	\$ 2,500.00
02522-A	CONCRETE SIDEWALK	SY	40	\$50.00	\$ 2,000.00	\$50.00	\$ 2,000.00
02522-B	CONCRETE DRIVEWAY	SY	300	\$65.00	\$ 19,500.00	\$65.00	\$ 19,500.00
02580-A	PAINTED TRAFFIC MARKINGS	LS	1	\$3,500.00	\$ 3,500.00	\$3,000.00	\$ 3,000.00
02581-A	THERMOPLASTIC TRAFFIC MARKINGS	LS	1	\$6,000.00	\$ 6,000.00	\$8,000.00	\$ 8,000.00
02680-A	4" PVC WATER MAIN	LF	100	\$11.80	\$ 1,180.00	\$8.91	\$ 891.00
02680-B	6" PVC WATER MAIN	LF	5600	\$14.00	\$ 78,400.00	\$12.74	\$ 71,344.00
02680-C	8" PVC WATER MAIN	LF	9500	\$16.25	\$ 154,375.00	\$18.18	\$ 172,710.00
02680-D	4" DUCTILE IRON WATER MAIN	LF	50	\$30.00	\$ 1,500.00	\$38.71	\$ 1,935.50
02680-E	6" DUCTILE IRON WATER MAIN	LF	150	\$30.00	\$ 4,500.00	\$26.59	\$ 3,988.50
02680-F	8" DUCTILE IRON WATER MAIN	LF	350	\$32.00	\$ 11,200.00	\$33.68	\$ 11,788.00
02680-G	DUCTILE IRON FITTINGS	TONS	7	\$6,000.00	\$ 42,000.00	\$9,336.00	\$ 65,352.00
02681-A	RESIDENTIAL WATER SERVICE, (1" DIA.) (SHORT SIDE)	EACH	80	\$600.00	\$ 48,000.00	\$527.00	\$ 42,160.00
02681-B	RESIDENTIAL WATER SERVICE, (1" DIA.) (LONG SIDE)	EACH	50	\$670.00	\$ 33,500.00	\$938.00	\$ 46,900.00
02681-C	RESIDENTIAL WATER SERVICE, (1 1/2" DIA.) (LONG SIDE)	EACH	5	\$1,230.00	\$ 6,150.00	\$1,403.00	\$ 7,015.00
02681-D	NEW WATER METER BOX, INSTALLED	EACH	12	\$100.00	\$ 1,200.00	\$80.00	\$ 960.00
02682-A	6"X6" TAPPING SLEEVE & 6" VALVE	EACH	4	\$2,080.00	\$ 8,320.00	\$3,078.16	\$ 12,312.64
02682-B	8"X6" TAPPING SLEEVE & 6" VALVE	EACH	1	\$2,120.00	\$ 2,120.00	\$3,204.13	\$ 3,204.13
02682-C	8"X8" TAPPING SLEEVE & 6" VALVE	EACH	1	\$2,800.00	\$ 2,800.00	\$3,860.80	\$ 3,860.80
02682-D	10"X6" TAPPING SLEEVE & 6" VALVE	EACH	4	\$2,100.00	\$ 8,400.00	\$3,198.73	\$ 12,794.92
02682-E	10"X8" TAPPING SLEEVE & 6" VALVE	EACH	5	\$3,000.00	\$ 15,000.00	\$4,039.00	\$ 20,195.00
02682-F	TEMPORARY WATER MAIN CONNECTIONS W/ 1 1/2" OR 2" VALVES & 2" TEMPORARY PIPING	EACH	3	\$1,600.00	\$ 4,800.00	\$1,278.00	\$ 3,834.00
02682-G	CONNECTION TO EXISTING WATER MAIN CONNECTION W/ 1 1/2" OR 2" VALVES & PIPING	EACH	2	\$500.00	\$ 1,000.00	\$1,527.00	\$ 3,054.00
02683-A	4" GATE VALVES W/ VALVE BOX	EACH	1	\$850.00	\$ 850.00	\$744.00	\$ 744.00
02683-B	6" GATE VALVES W/ VALVE BOX	EACH	10	\$1,000.00	\$ 10,000.00	\$977.00	\$ 9,770.00
02683-C	8" GATE VALVES W/ VALVE BOX	EACH	15	\$1,450.00	\$ 21,750.00	\$1,399.00	\$ 20,985.00
02684-A	FIRE HYDRANT ASSEMBLY (STANDARD DEPTH)	EACH	24	\$3,800.00	\$ 91,200.00	\$3,589.76	\$ 86,184.24
02684-B	FIRE HYDRANT ASSEMBLY (LONG BARREL)	EACH	2	\$4,100.00	\$ 8,200.00	\$3,974.76	\$ 7,949.52
02688-A	12" STEEL CASING (BORE & JACK)	LF	20	\$135.00	\$ 2,700.00	\$110.00	\$ 2,200.00
02688-B	18" STEEL CASING (BORE & JACK)	LF	20	\$202.00	\$ 4,040.00	\$170.00	\$ 3,400.00
02688-C	12" STEEL CASING (OPEN CUT)	LF	80	\$81.50	\$ 6,520.00	\$76.39	\$ 6,111.20
02688-D	18" STEEL CASING (OPEN CUT)	LF	120	\$120.00	\$ 14,400.00	\$120.65	\$ 14,478.00
02689-A	6" UN-CASED BORE & JACK	LF	100	\$38.00	\$ 3,800.00	\$29.00	\$ 2,900.00
02689-B	8" UN-CASED BORE & JACK	LF	100	\$53.00	\$ 5,300.00	\$39.00	\$ 3,900.00
02722-A	16" RCP CULVERT	LF	24	\$40.50	\$ 972.00	\$71.00	\$ 1,704.00
02722-B	18"X11" RCP CULVERT	LF	24	\$40.50	\$ 972.00	\$78.00	\$ 1,872.00
02723-A	12" HDPE PIPE CULVERT	LF	50	\$30.00	\$ 1,500.00	\$31.30	\$ 1,565.00
02723-B	15" HDPE PIPE CULVERT	LF	50	\$32.00	\$ 1,600.00	\$34.02	\$ 1,701.00
02931-A	PLANT ESTABLISHMENT (SEEDING)	AC	3	\$2,700.00	\$ 8,100.00	\$4,000.00	\$ 12,000.00
02931-B	PLANT ESTABLISHMENT (HYDRO-SEEDING)	AC	2	\$3,000.00	\$ 6,000.00	\$4,500.00	\$ 9,000.00
02931-C	EROSION CONTROL MAT	SY	100	\$6.00	\$ 600.00	\$6.00	\$ 600.00
02931-D	SOLID BOD (CENTIPEDE)	SY	200	\$8.50	\$ 1,700.00	\$8.00	\$ 1,600.00
02935-A	MAINTENANCE OF TRAFFIC	LS	1	\$20,000.00	\$ 20,000.00	\$10,000.00	\$ 10,000.00
				Base Total:	\$ 836,059.00	Base Total:	\$ 906,486.46

ITEM NO.	BID ITEM DESCRIPTION	UNIT	QUANTITY	DNA Underground, LLC		J Levens Builders	
				UNIT	UNIT PRICE EXTENSION	UNIT	UNIT PRICE EXTENSION
A	BOND (1%)	LS	1		\$ -		\$ -
B	CONSTRUCTION LAYOUT (0.5%)	LS	1		\$ -		\$ -
01505-A	MOBILIZATION	LS	1	\$60,000.00	\$ 60,000.00	\$5,880.00	\$ 5,880.00
02050-A	PAVEMENT REMOVAL (ALL TYPES & THICKNESS)	SY	800	\$4.00	\$ 3,200.00	\$6.00	\$ 4,800.00
02050-B	SAW CUT PAVEMENT (ALL TYPES & THICKNESS)	LF	1600	\$2.00	\$ 3,200.00	\$6.00	\$ 9,600.00
02050-C	REMOVAL OF CURB AND GUTTER	LF	100	\$5.00	\$ 500.00	\$10.00	\$ 1,000.00
02050-D	REMOVAL OF DRIVEWAY PAVEMENT (ALL TYPES & THICKNESS)	SY	300	\$4.00	\$ 1,200.00	\$6.00	\$ 1,800.00
02050-E	REMOVAL OF SIDEWALK	SY	100	\$4.00	\$ 400.00	\$6.00	\$ 600.00
02050-F	REMOVAL OF RETAINING WALL	SF	20	\$20.00	\$ 400.00	\$45.00	\$ 900.00
02050-G	REMOVAL OF UNSUITABLE SOILS FROM JOB SITE	CY	200	\$4.00	\$ 800.00	\$15.00	\$ 3,000.00
02050-H	REMOVAL AND REPLACEMENT OF FENCES	LF	100	\$40.00	\$ 4,000.00	\$25.00	\$ 2,500.00
02050-I	REMOVAL OF PIPES (ALL TYPES & SIZES)	LF	150	\$4.00	\$ 600.00	\$15.00	\$ 2,250.00
02050-J	FLOWABLE FILL	CY	20	\$140.00	\$ 2,800.00	\$275.00	\$ 5,500.00
02111-A	CLEARING AND GRUBBING	AC	3	\$2,000.00	\$ 6,000.00	\$3,000.00	\$ 9,000.00
02221-A	SELECT BEDDING MATERIAL	CY	1200	\$1.00	\$ 1,200.00	\$20.00	\$ 24,000.00
02226-C	BORROW MATERIAL, TYPE C (LVM)	CY	100	\$10.00	\$ 1,000.00	\$20.00	\$ 2,000.00
02234-A	CRUSHED LIMESTONE SUB-BASE FOR CUTS IN STREET ROW	CY	200	\$55.00	\$ 11,000.00	\$80.00	\$ 16,000.00
02234-B	LIMESTONE GRANULAR BASE COURSE FOR DRIVEWAYS	CY	100	\$55.00	\$ 5,500.00	\$80.00	\$ 8,000.00
02294-A	SILT FENCE	LF	10000	\$0.10	\$ 1,000.00	\$2.00	\$ 20,000.00
02295-B	STRAW WATTLES	EACH	25	\$50.00	\$ 1,250.00	\$50.00	\$ 1,250.00
02512-A	ROT BITUMINOUS PAVEMENT (2" THICK) (MDOT ST, 12.5 MM MIX)	SY	1000	\$16.00	\$ 16,000.00	\$20.00	\$ 20,000.00
02512-B	ROT BITUMINOUS PAVEMENT (2" THICK) (MDOT ST, 19 MM MIX)	SY	1000	\$16.00	\$ 16,000.00	\$20.00	\$ 20,000.00
02521-A	MOUNTABLE CURB AND GUTTER	LF	100	\$25.00	\$ 2,500.00	\$25.00	\$ 2,500.00
02522-A	CONCRETE SIDEWALK	SY	40	\$45.00	\$ 1,800.00	\$60.00	\$ 2,400.00
02522-B	CONCRETE DRIVEWAY	SY	300	\$40.00	\$ 12,000.00	\$60.00	\$ 18,000.00
02590-A	PAINTED TRAFFIC MARKINGS	LS	1	\$2,000.00	\$ 2,000.00	\$2,500.00	\$ 2,500.00
02591-A	THERMOPLASTIC TRAFFIC MARKINGS	LS	1	\$2,000.00	\$ 2,000.00	\$6,500.00	\$ 6,500.00
02600-A	4" PVC WATER MAIN	LF	100	\$28.00	\$ 2,800.00	\$14.00	\$ 1,400.00
02600-B	6" PVC WATER MAIN	LF	5800	\$20.00	\$ 112,000.00	\$15.00	\$ 84,000.00
02600-C	8" PVC WATER MAIN	LF	9500	\$22.00	\$ 209,000.00	\$18.00	\$ 171,000.00
02600-D	4" DUCTILE IRON WATER MAIN	LF	50	\$40.00	\$ 2,000.00	\$48.00	\$ 2,400.00
02600-E	6" DUCTILE IRON WATER MAIN	LF	150	\$42.00	\$ 6,300.00	\$50.00	\$ 7,500.00
02600-F	8" DUCTILE IRON WATER MAIN	LF	350	\$44.00	\$ 15,400.00	\$55.00	\$ 19,250.00
02600-G	DUCTILE IRON FITTINGS	TONS	7	\$7,500.00	\$ 52,500.00	\$6,800.00	\$ 47,600.00
02601-A	RESIDENTIAL WATER SERVICE, (1" DIA.) (SHORT SIDE)	EACH	60	\$250.00	\$ 15,000.00	\$925.00	\$ 55,500.00
02601-B	RESIDENTIAL WATER SERVICE, (1" DIA.) (LONG SIDE)	EACH	90	\$400.00	\$ 36,000.00	\$950.00	\$ 85,500.00
02601-C	RESIDENTIAL WATER SERVICE, (1 1/2" DIA.) (LONG SIDE)	EACH	5	\$700.00	\$ 3,500.00	\$1,300.00	\$ 6,500.00
02601-D	NEW WATER METER BOX, INSTALLED	EACH	12	\$100.00	\$ 1,200.00	\$650.00	\$ 7,800.00
02602-A	8"X8" TAPPING SLEEVE & 8" VALVE	EACH	4	\$2,400.00	\$ 9,600.00	\$3,500.00	\$ 14,000.00
02602-B	8"X8" TAPPING SLEEVE & 8" VALVE	EACH	1	\$2,800.00	\$ 2,800.00	\$3,500.00	\$ 3,500.00
02602-C	8"X8" TAPPING SLEEVE & 8" VALVE	EACH	1	\$3,200.00	\$ 3,200.00	\$4,000.00	\$ 4,000.00
02602-D	10"X8" TAPPING SLEEVE & 8" VALVE	EACH	4	\$3,000.00	\$ 12,000.00	\$3,500.00	\$ 14,000.00
02602-E	10"X8" TAPPING SLEEVE & 8" VALVE	EACH	5	\$3,200.00	\$ 16,000.00	\$4,000.00	\$ 20,000.00
02602-F	TEMPORARY WATER MAIN CONNECTIONS W/ 1 1/2" OR 2" VALVES & 2" TEMPORARY PIPING	EACH	3	\$1,500.00	\$ 4,500.00	\$6,500.00	\$ 19,500.00
02602-G	CONNECTION TO EXISTING WATER MAIN CONNECTION W/ 1 1/2" OR 2" VALVES & PIPING	EACH	2	\$2,000.00	\$ 4,000.00	\$1,500.00	\$ 3,000.00
02603-A	4" GATE VALVES W/ VALVE BOX	EACH	1	\$650.00	\$ 650.00	\$1,200.00	\$ 1,200.00
02603-B	8" GATE VALVES W/ VALVE BOX	EACH	10	\$750.00	\$ 7,500.00	\$1,300.00	\$ 13,000.00
02603-C	8" GATE VALVES W/ VALVE BOX	EACH	15	\$900.00	\$ 13,500.00	\$1,500.00	\$ 22,500.00
02604-A	FIRE HYDRANT ASSEMBLY (STANDARD DEPTH)	EACH	24	\$3,200.00	\$ 76,800.00	\$3,650.00	\$ 87,600.00
02604-B	FIRE HYDRANT ASSEMBLY (LONG BARREL)	EACH	2	\$3,600.00	\$ 7,200.00	\$5,000.00	\$ 10,000.00
02608-A	12" STEEL CASING (BORE & JACK)	LF	20	\$200.00	\$ 4,000.00	\$200.00	\$ 4,000.00
02608-B	18" STEEL CASING (BORE & JACK)	LF	20	\$220.00	\$ 4,400.00	\$225.00	\$ 4,500.00
02608-C	12" STEEL CASING (OPEN CUT)	LF	80	\$75.00	\$ 6,000.00	\$65.00	\$ 5,200.00
02608-D	18" STEEL CASING (OPEN CUT)	LF	120	\$80.00	\$ 9,600.00	\$100.00	\$ 12,000.00
02609-A	6" UN-CASED BORE & JACK	LF	100	\$75.00	\$ 7,500.00	\$45.00	\$ 4,500.00
02609-B	8" UN-CASED BORE & JACK	LF	100	\$75.00	\$ 7,500.00	\$50.00	\$ 5,000.00
02722-A	16" RCP CULVERT	LF	24	\$60.00	\$ 1,440.00	\$50.00	\$ 1,200.00
02722-B	18"X11" RCP CULVERT	LF	24	\$65.00	\$ 1,560.00	\$50.00	\$ 1,200.00
02723-A	12" HDPE PIPE CULVERT	LF	50	\$30.00	\$ 1,500.00	\$45.00	\$ 2,250.00
02723-B	16" HDPE PIPE CULVERT	LF	50	\$35.00	\$ 1,750.00	\$45.00	\$ 2,250.00
02931-A	PLANT ESTABLISHMENT (SEEDING)	AC	3	\$1,500.00	\$ 4,500.00	\$3,500.00	\$ 10,500.00
02931-B	PLANT ESTABLISHMENT (HYDRO-SEEDING)	AC	2	\$1,500.00	\$ 3,000.00	\$4,700.00	\$ 9,400.00
02931-C	EROSION CONTROL MAT	SY	100	\$10.00	\$ 1,000.00	\$5.00	\$ 500.00
02931-D	SOLID BOD (CENTIPEDE)	SY	200	\$6.00	\$ 1,200.00	\$6.00	\$ 1,200.00
02935-A	MAINTENANCE OF TRAFFIC	LS	1	\$5,800.00	\$ 5,800.00	\$10,000.00	\$ 10,000.00
				Base Total:	\$ 814,550.00	Base Total:	\$ 926,430.00

SECTION 00520
CONTRACT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2016, by and between the City of Gulfport (hereinafter called OWNER) and Hudson Contracting, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

WEST 28TH STREET AREA WATER MAIN IMPROVEMENTS – PART 1

ARTICLE 2 - ENGINEER

The Project has been designed by:

G.E.C., Inc.
9414 Three Rivers Road, Suite 3c
Gulfport, Mississippi 39503

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.1. The Work will be substantially completed within two hundred and seventy (270) calendar days from the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions.

3.2. *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof,

CITY OF GULFPORT

CONTRACT
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OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Four Hundred and No/Dollars (\$400.00) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Four Hundred and No/Dollars (\$400.00) for each calendar day that expires after the time specified in the Certificate of Substantial Completion for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

The sum of Seven Hundred Eighty-Three Thousand Fifty-Eight Dollars
(\$783,058.00) in accordance with CONTRACTOR'S Bid Proposal dated February 24, 2016.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

5.1.1.1. Projects with a Contract total amount of less than \$250,000 and no subcontractor:

5.1.1.1.1. Ninety percent (90%) of Work completed (with the balance being retainage).

5.1.1.1.2. Ninety percent (90%) (with the balance being retainage) of material and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions).

5.1.1.2. On projects in which the total Contract Price is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater or on any Contract with a subcontractor, regardless of amount; when the work is at least fifty percent (50%) complete, on schedule and satisfactory in the engineer's opinion, fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. After fifty percent (50%) completion, projects of this magnitude shall have a two and one-half percent (2.5%) retainage provided that the project is on schedule and satisfactory in the engineer's opinion.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to ninety-seven and one-half percent (97.5%) of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 6 - INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest from the due date until paid at the rate of one percent (1%) per month until fully paid.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents, including the "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determinations set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1. This Agreement (pages 1 to 8, inclusive).

- 8.2. Exhibits to this Agreement/
- 8.3. Performance, Payment, and other Bonds consisting of four (4) pages.
- 8.4. Notice to Proceed.
- 8.5. General Conditions (pages 1 to 62, inclusive).
- 8.6. Supplementary Conditions (pages 1 to 14, inclusive).
- 8.7 Technical specifications bearing the title:

CITY OF GULFPORT STANDARD SPECIFICATIONS

and consisting of 42 divisions, as listed in table of contents thereof.

- 8.8. Drawings consisting of a cover sheet and sheets numbered 1 through 11 and 100-135, inclusive, with each sheet bearing the following general title:

WEST 28TH STREET AREA WATER MAIN IMPROVEMENTS – PART 1

- 8.9. Addenda numbers 1 to , inclusive.
- 8.10. CONTRACTOR's Bid Proposal (pages 1 to 7, inclusive).
- 8.11. Documentation submitted by CONTRACTOR prior to Notice of Award (pages NA to , inclusive).
- 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

- 9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5. *Contractor's Certifications.* CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.5:

9.5.1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

9.5.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;

9.5.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

9.5.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.6. OTHER PROVISIONS.

None.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2016, (which is the effective Date of the Agreement).

OWNER: CITY OF GULFPORT

CONTRACTOR:

By: _____

By: _____
Spencer D. Hudson, Jr.

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:
P.O. BOX 1780
GULFPORT, MS 39502

Address for giving notices:
P.O. Box 30
Waynesboro, MS 39367

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

Certificate of Responsibility
No. 05632-MC

Agent for service of process:
Spencer D. Hudson, Jr.

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

CITY OF GULFPORT

CONTRACT
00520-7

SECTION 00520
CONTRACT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2016, by and between the City of Gulfport (hereinafter called OWNER) and Hudson Contracting, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

WEST 28TH STREET AREA WATER MAIN IMPROVEMENTS – PART 1

ARTICLE 2 - ENGINEER

The Project has been designed by:

G.E.C., Inc.
9414 Three Rivers Road, Suite 3c
Gulfport, Mississippi 39503

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.1. The Work will be substantially completed within two hundred and seventy (270) calendar days from the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions.

3.2. *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof,

CITY OF GULFPORT

CONTRACT
00520-1

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Four Hundred and No/Dollars (\$400.00) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Four Hundred and No/Dollars (\$400.00) for each calendar day that expires after the time specified in the Certificate of Substantial Completion for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

The sum of Seven Hundred Eighty-Three Thousand Fifty-Eight Dollars
(\$783,058.00) in accordance with CONTRACTOR'S Bid Proposal dated February 24, 2016.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

5.1.1.1. Projects with a Contract total amount of less than \$250,000 and no subcontractor:

5.1.1.1.1. Ninety percent (90%) of Work completed (with the balance being retainage).

5.1.1.1.2. Ninety percent (90%) (with the balance being retainage) of material and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions).

5.1.1.2. On projects in which the total Contract Price is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater or on any Contract with a subcontractor, regardless of amount; when the work is at least fifty percent (50%) complete, on schedule and satisfactory in the engineer's opinion, fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. After fifty percent (50%) completion, projects of this magnitude shall have a two and one-half percent (2.5%) retainage provided that the project is on schedule and satisfactory in the engineer's opinion.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to ninety-seven and one-half percent (97.5%) of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 6 - INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest from the due date until paid at the rate of one percent (1%) per month until fully paid.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents, including the "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determinations set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1. This Agreement (pages 1 to 8, inclusive).

- 8.2. Exhibits to this Agreement/
- 8.3. Performance, Payment, and other Bonds consisting of four (4) pages.
- 8.4. Notice to Proceed.
- 8.5. General Conditions (pages 1 to 62, inclusive).
- 8.6. Supplementary Conditions (pages 1 to 14, inclusive).
- 8.7 Technical specifications bearing the title:

CITY OF GULFPORT STANDARD SPECIFICATIONS

and consisting of 42 divisions, as listed in table of contents thereof.

- 8.8. Drawings consisting of a cover sheet and sheets numbered 1 through 11 and 100-135, inclusive, with each sheet bearing the following general title:

WEST 28TH STREET AREA WATER MAIN IMPROVEMENTS – PART 1

- 8.9. Addenda numbers 1 to , inclusive.
- 8.10. CONTRACTOR's Bid Proposal (pages 1 to 7, inclusive).
- 8.11. Documentation submitted by CONTRACTOR prior to Notice of Award (pages NA to -, inclusive).
- 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

- 9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5. *Contractor's Certifications.* CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.5:

9.5.1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

9.5.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;

9.5.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

9.5.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.6. OTHER PROVISIONS.
None.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2016, (which is the effective Date of the Agreement).

OWNER: CITY OF GULFPORT

CONTRACTOR:

By: _____

By: _____

Spencer D. Hudson, Jr.

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

P.O. BOX 1780

GULFPORT, MS 39502

Address for giving notices:

P.O. Box 30

Waynesboro, MS 39367

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

Certificate of Responsibility

No. 05632-MC

Agent for service of process:

Spencer D. Hudson, Jr.

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Mayor's Office

Date: 02/23/2016

Subject: Resolution - approving Statewide Mutual Aid Compact Agreement for disaster assistance and emergency aid and authorizing the Mayor to execute the same.

Recommendation:

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 _____, 2016, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING STATEWIDE
MUTUAL AID COMPACT AND AUTHORIZING THE MAYOR TO EXECUTE SAME
AND FOR RELATED PURPOSES**

WHEREAS, the State of Mississippi, including the City of Gulfport, is geographically vulnerable to hurricanes, tornadoes, freshwater flooding, and other natural disasters that, in the past, have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, Section 33-15-19(a) Mississippi Code of 1972, as amended, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, Section 33-15-1 et seq. of the Mississippi Code of 1972, as amended, the Mississippi Emergency Act of 1995 (the Act) sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

WHEREAS, the Act authorizes the State to enter into a contract on behalf of the state for the lease or loan to any political subdivision of the state any real or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the state; and

WHEREAS, Section 33-15-17 of the Act authorizes the governing body of each political subdivision of the state to enter into such contract or lease within the state, accept any such loan, or employ such personnel, and such political subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefor in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which contract was entered into; and

WHEREAS, the Act requires that each municipality must coordinate requests for state or federal emergency response assistance with its county; and

WHEREAS, the Parties to this Agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government intends to foster communications between the personnel of the other Participating Governments by visits, provisions of available resources as listed in the statewide resource database (WebEOC Resource Manager), exchange of information, and development of plans and procedures to implement this Agreement;

WHEREAS, the proposed Statewide Mutual Aid Compact is attached hereto as Exhibit “A” for your consideration.

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 Statewide Mutual Aid Compact attached hereto as Exhibit “A” be and the same is here by approved 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 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 _____, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this
the _____ day of _____, 2016.

APPROVED:

MAYOR

HARRISON COUNTY
EMERGENCY MANAGEMENT AGENCY & HOMELAND SECURITY
1801 23rd Avenue • P. O. Box 68 • Gulfport, Mississippi 39502
(228) 865-4002 / FAX (228) 865-4087



January 20, 2016

Honorable Mayor Billy Hewes
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

Re: Statewide Mutual Aid Compact

Dear Mayor Hewes:

The Harrison County Board of Supervisors will be adopting the Statewide Mutual Aid Compact (SMAC) with the State and we encourage each municipality to participate also, which will continue continuity within our county during that time of need.

The SMAC allows political subdivisions to request or provide personnel or equipment during a declared disaster and also requires that each municipality coordinate requests for state or federal emergency assistance with its county. Essentially, it provides the vehicle for emergency aid and assistance cross-jurisdictionally among governmental entities.

Harrison County and Gulfport has implemented the SMAC agreement numerous times and I encourage you to take this into consideration. If you have any questions regarding adoption of the SMAC, please do not hesitate and let me know.

Thank you for your prompt attention to this matter, as we prepare for all hazards.

Sincerely,

Rupert H. Lacy, Director
Harrison County Emergency Management Agency

cc: Captain Neil Statura, Emergency Coordinator

Martin Ladner
Connie M. Rockco

Kent Jones
John McAdams

~~-COUNCIL-~~
Angel Kibler-Middleton

Tim Holliman
Beverly Martin

Roy Gill
Troy Peterson



The State of Mississippi STATEWIDE MUTUAL AID COMPACT (SMAC)

Revised March 2015

THIS AGREEMENT IS ENTERED INTO AMONG THE STATE OF MISSISSIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, EACH COUNTY AND MUNICIPALITY, AND THE MISSISSIPPI BAND OF CHOCTAW INDIANS THAT EXECUTE AND ADOPT THE TERMS AND CONDITIONS CONTAINED HEREIN BASED ON THE FOLLOWING FACTS:

WHEREAS, the State of Mississippi is geographically vulnerable to hurricanes, tornadoes, freshwater flooding, and other natural disasters that, in the past, have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, the Mississippi Band of Choctaw Indians, a sovereign nation and Federally-recognized American Indian tribe living with the State of Mississippi, and the State of Mississippi have a mutual interest in protecting their citizens and properties and acknowledge that mutual cooperation in responding to man-made and natural disasters is beneficial to the State of Mississippi, the state's political subdivisions, and the Mississippi Band of Choctaw Indians.

WHEREAS, Section 33-15-19(a) Mississippi Code of 1972, as amended, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements with each other and the Mississippi Band of Choctaw Indians for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, Section 33-15-1 et seq. of the Mississippi Code of 1972, as amended, the Mississippi Emergency Act of 1995 (the Act) sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

WHEREAS, Section 33-15-11(c)(2) & (3) authorizes the State to enter into a contract on behalf of the state for the lease or loan to any political subdivision of the state and the Mississippi Band of Choctaw Indians any real or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the state; and

WHEREAS, Section 33-15-17 of the Act authorizes the governing body of each political subdivision of the state to enter into such contract or lease within the state, accept any such loan, or employ such personnel, and such political subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefor in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which contract was entered into; and



WHEREAS, MEMA requires that each municipality must coordinate requests for state or federal emergency response assistance with its county, while county and tribal requests for state or federal emergency response assistance may be made directly to MEMA; and

WHEREAS, the Parties to this Agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government intends to foster communications between the personnel of the other Participating Governments by visits, provisions of available resources as listed in the statewide resource database (WebEOC Resource Manager), exchange of information, and development of plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties agree to agree as follows:

SECTION 1. DEFINITIONS

- A. "AGREEMENT"** means the Statewide Mutual Aid Agreement/Compact. Political subdivisions of the State of Mississippi and Mississippi Band of Choctaw Indians may become a party to this Agreement by executing a copy of this Agreement and providing a copy with the original signatures and authorizing resolution(s) to the Mississippi Emergency Management Agency. Copies of the agreement with original signatures and copies of authorizing resolutions and insurance letters shall be filed and maintained at the Agency headquarters in Pearl, Mississippi.
- B. "REQUESTING PARTY"** means the Participating Government entity requesting aid in the event of an emergency. Each municipality must coordinate requests for state or federal emergency response assistance through its county.
- C. "ASSISTING PARTY"** means the Participating Government entity furnishing equipment, services and/or manpower to the Requesting Party.
- D. "AUTHORIZED REPRESENTATIVE"** means an employee of a Participating Government authorized in writing by that government to request, offer or provide assistance under the terms of this Agreement. The list of authorized representatives for the Participating Government executing this Agreement shall be attached as Exhibit A and shall be updated as needed by each Participating Government.
- E. "AGENCY"** means The Mississippi Emergency Management Agency.
- F. "EMERGENCY"** means any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

- G. **“DISASTER”** means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a proclamation of a local emergency by a city/county or the Tribal Chief, a declaration of a State of Emergency by the Governor, or a disaster declaration by the President of the United States.
- H. **“MAJOR DISASTER”** means a disaster that will likely exceed local capabilities and require a broad range of state and federal assistance.
- I. **“PARTICIPATING GOVERNMENT”** means the State of Mississippi, any political subdivision of the State of Mississippi, and/or the Mississippi Band of Choctaw Indians which executes this mutual aid agreement and supply a completed executed copy to the Agency.
- J. **“PERIOD OF ASSISTANCE”** means the period of time beginning with the departure of any personnel and equipment of the Assisting Party from any point for the purpose of traveling to the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the Requesting Party.
- K. **“WORK OR WORK-RELATED PERIOD”** means any period of time in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such period of time are rest breaks when the personnel of the Assisting Party will return to active work within a reasonable time. Specifically excluded from such period of time are breakfast, lunch, and dinner breaks.

Nothing should be derived from the above statement that excludes Assisting Party personnel from being considered “on the job” for purposes of workers compensation injuries or accidents during these periods.

SECTION 2. PROCEDURES

When a Participating Government either becomes affected by, or is under imminent threat of, a major disaster, it may request emergency-related mutual aid assistance either by: (1) proclaiming a local emergency and transmitting a copy of that proclamation along with a completed Part 1 “Identification of Need” form (Form REQ-A, Appendix A) to the Assisting Party or to the Agency; or (2) by orally communicating a request for mutual aid assistance to the Assisting Party or to the Agency, followed as soon as practicable by written confirmation of said request shown as Form REQ-A in Appendix A.

Mutual aid shall not be requested by Participating Governments unless resources available within the stricken area are deemed inadequate by that Participating Government. Municipalities shall coordinate requests for state or federal assistance with their county emergency management agencies, and county and tribal emergency agencies may coordinate requests for state or federal assistance directly with MEMA. All requests for mutual aid shall be transmitted by the Authorized Representative or the director of the local county emergency



management agency. Requests for assistance may be communicated either to the Agency or directly to an Assisting Party. Requests for assistance under this Agreement shall be limited to major disasters, except where the Participating Government has no other mutual aid agreement based upon Section 33-15-19(a), Mississippi Code, in which case a Participating Government may request assistance pursuant to the provisions of this agreement.

- A. REQUESTS DIRECTLY TO ASSISTING PARTY:** The Requesting Party may directly contact the authorized Representative of the Assisting Party and shall provide them with the information in paragraph C below. All communications shall be conducted directly between the Requesting and Assisting Parties. Each party shall be responsible for keeping the Agency advised of the status of the response activities. The Agency shall not be responsible for costs associated with such direct requests for assistance unless it so elects. However, the Agency may provide, by rule, for reimbursement of eligible expenses from the Disaster Assistance Trust fund.
- B. REQUESTS ROUTED THROUGH, OR ORIGINATING FROM, THE AGENCY:** The Requesting Party may directly contact the Agency, in which case it shall provide the Agency with the information in paragraph C below. The Agency may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. The Agency shall not be responsible for costs associated with such indirect requests for assistance unless the Agency so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall the Agency be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be primarily responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.
- C. REQUIRED INFORMATION:** Each request for assistance shall be accompanied by the following information, to the extent known:
1. A general description of the damage sustained.
 2. Identification of the emergency service function for which assistance is needed (e.g. fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support health and other medical services, search and rescue, etc.) and the particular type of assistance needed.
 3. Identification of the public infrastructure system for which assistance is needed (i.e. sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed.
 4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed and include a description of working conditions and if personnel will be locally housed.
 5. The need for sites, structures or buildings outside the Requesting Party's political subdivision to serve as relief centers or staging areas for incoming emergency goods and services.
 6. An estimated time and a specific place for a representative of the requesting Party to meet the personnel and equipment of any Assisting Party.

This information may be provided on the form shown in Appendix A as the form REQ-A or by any other available means. The Agency may revise the format of Form REQ-A subsequent to the execution of this agreement, in which case it shall distribute copies to all Participating Governments.

D. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER

ASSISTANCE: When contacted by a Requesting Party or the Agency, the authorized representatives of any Participating Government agrees to assess their government's situation to determine available personnel, equipment and other resources. All Participating Governments shall render assistance to the extent personnel, equipment and resources are available. Each Participating Government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Authorized Representative determines that his Participating Government has available personnel, equipment or other resources, they shall so notify the Requesting Party/Agency and provide the information on Part 2 of the REQ-A form. The Agency shall, upon response from sufficient participating Parties to meet the needs of the Requesting Party, notify the Authorized Representative of the Requesting Party and provide them with the information to the extent known on Part 2 of REQ-A form. The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered and shall transmit said request by the quickest, most practical means to the Requesting Party or the Agency, as applicable for approval. The form to serve as this written acknowledgment is shown in Appendix A as Form REQ-A.

E. WRITTEN ACKNOWLEDGEMENT: The Requesting Party/Agency shall respond to the written acknowledgment by executing Part 3 of the REQ-A form shown in Appendix A and returning a copy to the Assisting Party by the quickest, most practical means. Additionally, the Requesting Party/Agency must maintain a copy for its files.

F. SUPERVISION AND CONTROL: The personnel, equipment and resources of any Assisting Party shall remain under operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall assign work tasks to the supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party based on task or mission assignments provided by the Requesting Party and the Agency. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. This agreement shall not support any person, group or organization that self deploys.

G. FOOD, HOUSING, SELF-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.



- H. RIGHTS AND PRIVILEGES:** Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation incidental to their employment as authorized in 33-15-15(b)(2).
- I. COMMUNICATIONS:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

SECTION 3. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the written acknowledgment executed in accordance with paragraph 2D and 2E of this Agreement. The Requesting Party shall be ultimately responsible for reimbursement of all eligible expenses. The Assisting Party shall submit reimbursement documentation to the Requesting Party on the forms shown in Appendix B.

- A. PERSONNEL:** During the period of assistance, the Assisting Party shall continue to pay its employees according to its then-prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Assisting Party under the terms of the Mississippi Workers' Compensation Act (Section 71-3-1, Mississippi Code) due to personal injury or death occurring while such employees are engaged in rendering aid under this agreement. Both the Requesting Party and the Assisting Party shall be responsible for payment of such benefits only to their own employees.
- B. EQUIPMENT:** The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting Party.

- C. MATERIALS AND SUPPLIES:** The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in 3B unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's Personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the Agency.
- D. RECORD KEEPING:** The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party or the Agency utilizing format used or required by FEMA publications, including 44 CFR Part 13 and applicable Office of Management and Budget Circulars. Requesting Party and Agency finance personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel.
- E. PAYMENT:** Unless otherwise mutually agreed in the written acknowledgment executed in accordance with paragraph 2.E. or a subsequent written addendum to the acknowledgment, the reimbursable expenses with an itemized notice are payable as soon as practicable after the expenses are incurred, but not later than 60 days following the period of assistance unless the deadline for identifying damage is extended in accordance with 44 CFR part 206. The Requesting Party shall pay the bill or advise of any disputed items, not later than the timeframe outlined above. These time frames may be modified by mutual agreement. This shall not preclude an Assisting Party or Requesting Party from assuming or donating, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided to a Requesting Party.
- F. PAYMENT BY OR THROUGH THE AGENCY:** The Mississippi Emergency Management Agency may reimburse for all actual and necessary travel and subsistence expenses for personnel providing assistance pursuant to the request of the Agency, to the extent of funds available and contingent upon an annual appropriation from the legislature for such purposes. The Assisting Party shall be responsible for making written request to the Agency for reimbursement of travel and subsistence expenses, prior to submitting a request for payment to the Requesting Party. The Assisting Party's written request should be submitted as soon as possible after expiration of the period of assistance. The Agency shall provide a written response to said requests within ten days of actual receipt. If the Agency denies said request, the Assisting Party shall then bill the Requesting Party. In the event that an affected jurisdiction requests assistance without forwarding said request through the Agency, or an Assisting Party provides assistance without having been requested by the Agency to do so, the Agency shall not be liable for reimbursement of any of the cost(s) of assistance. The Agency may serve as the eligible entity for requesting reimbursement of eligible costs from FEMA. Any costs to be so reimbursed by or through the Agency shall be determined in accordance with 44 CFR 206.228. The Agency may authorize applications for reimbursement of eligible costs from the Disaster Assistance Trust Fund, established pursuant to Section 33-15-301 Mississippi Code, in the event that the disaster or emergency event is not declared pursuant to



the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-707. Such applications shall be evaluated pursuant to rules established by the Agency and may be funded only to the extent of available funds.

SECTION 4. IMMUNITY

To the extent permitted by law, the Parties shall not be liable for actions to the extent provided by Section 33-15-21(a). This immunity may be waived by the Parties in a manner provided by law to the extent that adequate insurance coverage is in effect.

SECTION 5. LENGTH OF TIME FOR EMERGENCY

The duration of such local emergency declared by the Requesting Party is limited to 30 days. It may be extended with review, if necessary, in 30-day increments as specified in 33-15-17(d).

SECTION 6. TERM

This Agreement shall be in effect for one (1) year from the date hereof and shall automatically be renewed in successive one-year terms unless terminated upon 60 days' advance written notice by the Participating Government. Notice of such termination shall be made in writing and shall be served personally or by registered mail to the Director of Mississippi Emergency Management Agency, who shall provide copies to all other Participating Parties. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until 60 days after notice thereof has been set by the Director of the Mississippi Emergency Management Agency to all other Participating Governments.

SECTION 7. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the Participating Government and upon proper execution hereof.

SECTION 8. ROLE OF MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

The responsibilities of the Mississippi Emergency Management Agency under this Agreement are to: (1) request mutual aid on behalf of a Participating Government under the circumstances identified in this Agreement; (2) coordinate the provision of mutual aid to a Requesting Party pursuant to the provisions of this Agreement; (3) serve as the eligible entity for requesting reimbursement of eligible costs from FEMA upon a Presidential Disaster Declaration; (4) serve as central depository for executed Agreements; and (5) maintain a current listing of Participating Governments with their Authorized Representative and contact information, and provide a copy of the listing to each of the Participating Governments on an annual basis during the second quarter of the calendar year. MEMA will assume no responsibility for any person, group or organization that self deploys.

SECTION 9. SEVERABILITY, EFFECT ON OTHER AGREEMENTS

Should any portion, section or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the portion, section, subsection or power invalidated.

In the event that any parties to this agreement have entered into other mutual aid agreements pursuant to Section 33-15-19(a), Mississippi Code, or interlocal agreements pursuant to Section 17-13-1, Mississippi Code, those parties agree that said agreements are superseded by this agreement only for emergency management assistance and activities performed in catastrophic emergencies pursuant to this agreement. In the event that two or more parties to this agreement wish to engage in mutual aid, then the terms and conditions of this agreement shall apply unless otherwise agreed between those parties.



IN WITNESS WHEREOF, the parties named herein have dully executed this Agreement/Compact on the date set forth below:

ATTEST:
SECRETARY-TREASURER

MISSISSIPPI BAND OF
CHOCTAW INDIANS

By: _____

By: _____
Tribal Chief

APPROVED AS TO FORM:
Attorney General

Date: _____

By: _____

ATTEST:
CLERK OF THE BOARD
OF MISSISSIPPI

BOARD OF SUPERVISORS
OF _____ MISSISSIPPI
(county)

By: _____

By: _____
President

APPROVED AS TO FORM:
County Attorney

Date: _____

By: _____

ATTEST:
CITY CLERK

CITY/TOWN OF Gulfport
MISSISSIPPI

By: _____
Linda Elias

By: _____
Title: Mayor

APPROVED AS TO FORM:
City Attorney

Date: _____

By: _____
Jeff Bruni

STATE OF MISSISSIPPI
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

By: _____
Director

Date: _____



STATEWIDE MUTUAL AID COMPACT

EXHIBIT A

Date: _____

Name of Government: _____

Mailing Address: _____

City: _____, MS Zip Code: _____

Authorized Representative to Contact for Emergency Assistance

Primary Representative:

Name: _____

Title: _____

Day Phone: _____ Night Phone: _____

Fax No: _____ Pager No: _____

1st Alternate Representative

Name: _____

Title: _____

Day Phone: _____ Night Phone: _____

Fax No: _____ Pager No: _____

2nd Alternate Representative

Name: _____

Title: _____

Day Phone: _____ Night Phone: _____

Fax No: _____ Pager No: _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 02/24/2016

Subject: Resolution - awarding contract for Maintenance Dredging at Courthouse Road Pier Dredge Project.

Recommendation:

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 _____, 2016, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING AWARD TO ADVANCED CONSTRUCTION & DEVELOPMENT, LLC, FOR THE MAINTENANCE DREDGING AT COURTHOUSE ROAD BOAT LAUNCH PROJECT, APPROVING CONTRACT BETWEEN THE CITY OF GULFPORT AND ADVANCED CONSTRUCTION & DEVELOPMENT, LLC, FOR SAID PROJECT, AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake a project to perform maintenance dredging at the Courthouse Road Boat Launch; and

WHEREAS, pursuant to authority of this City Council, the City solicited bids for the aforementioned project and received bids from three (3) contractors; and

WHEREAS, the lowest and best bid of the three (3) bids received was submitted by Advanced Construction & Development, LLC, of Biloxi, Mississippi, in the amount of \$137,540.00; and

WHEREAS, the Council finds that it is in the best interest of the City to award the contract for the aforementioned project to Advanced Construction & Development, LLC, as the low bidder and to approve a contract with Advanced Construction & Development, LLC, concerning the same (see Exhibit "A" attached hereto).

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 bid of Advanced Construction & Development, LLC, of Biloxi, Mississippi, in the amount of \$137,540.00 be and the same is hereby accepted, and that the contract attached hereto as Exhibit "A" be and the same is hereby approved 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 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 _____, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2016.

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: February 24, 2016

**Re: Maintenance Dredging at Courthouse Road Boat Launch
Bids Received 12-17-2015**

Please see letter of recommendation from Dax Alexander, Engineer of Record recommending your approval of the lowest and best bid as submitted by Advanced Construction & Development, LLC for a total bid amount of \$137,540.00.

The award has been pending receipt of the C.O.E. Permit Modification (attached); also attached is the Contractor's agreement to extend their bid during this time frame.

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

February 2, 2016

Mr. David D'Aquilla, Director
City of Gulfport
Leisure Services Department
1410 24th Avenue, 2nd Floor
Gulfport, MS 39501

**RE: Maintenance Dredging at Courthouse Road Boat Launch
Gulfport, Mississippi**

Dear Mr. D'Aquilla:

As you know, bids were received on December 17, 2015 at the Gulfport Procurement Department for the above referenced project. Three (3) bids were received. We have prepared and enclosed a bid tabulation for your review.

Advanced Construction & Development, LLC (ACAD), submitted the lowest bid of \$137,540.00. Therefore, subject to your attorney's review, the submission of the proper bonds and insurance by the Contractor and receipt of COE Permit Modification, we are hereby recommending award of the contract to Advanced Construction & Development, LLC (ACAD).

This recommendation for award has been delayed pending receipt of the COE Permit Modification, and subsequently, ACAD has agreed to extend their bid. A copy of their letter is attached.

As always, should you have any questions or comments relative to this matter, please do not hesitate to contact me at (228) 864-7612.

Sincerely,



Dax Alexander, P.E.
President

Enclosure

cc: Connie Debenport, Purchasing Manager – City of Gulfport

OWNER: CITY OF GULFPORT
ENGINEER: BROWN, MITCHELL & ALEXANDER, INC.
BMA PROJECT #13-3383A-14

MAINTENANCE DREDGING AT COURTHOUSE ROAD BOAT LAUNCH GULFPORT, MISSISSIPPI

CONTRACTOR'S BID TABULATION
BIDS RECEIVED DECEMBER 17, 2013 AT 2:00 P.M. LOCAL TIME
BY THE CITY OF GULFPORT PROCUREMENT DEPARTMENT
1410 24th AVENUE, GULFPORT, MS 39501

CERTIFICATE OF RESPONSIBILITY															
ADDENDUM RECEIVED AND ACKNOWLEDGED															
ENGINEER'S ESTIMATE															
ADVANCED CONSTRUCTION & DEVELOPMENT, LLC (ACAD)															
619 HILLSIDE DR.															
BLOOM, MS 39532															
20916AMC															
YES															
MATTHEWS MARINE INC.															
PO BOX 178															
PASS CHRISTIAN, MS 39571															
13968-SC															
YES															
4H CONSTRUCTION CORP.															
PO BOX 1781															
CLEVELAND, MS 38732															
14145-SC															
YES															
ITEM NO	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION				
BASE BID:															
01505-A	Mobilization	1	LS	\$10,000.00	\$10,000.00	\$23,000.00	\$23,000.00	\$30,000.00	\$30,000.00	\$85,000.00	\$85,000.00				
02482-A	Dredging and Placement of Dredged Material	10,000	CY	\$12.00	\$120,000.00	\$11.13	\$111,300.00	\$13.00	\$130,000.00	\$12.00	\$120,000.00				
02482-B	Pre-Construction & Post Construction Survey	1	LS	\$4,000.00	\$4,000.00	\$2,160.00	\$2,160.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00				
02870-A	Project Sign	1	LS	\$1,200.00	\$1,200.00	\$1,080.00	\$1,080.00	\$750.00	\$750.00	\$1,500.00	\$1,500.00				
TOTAL BASE BID:					\$138,200.00		\$137,540.00		\$175,750.00		\$191,500.00				

*Mathematical Errors have been identified and/or corrected

THIS IS TO CERTIFY THAT THE TABULATION OF BIDS SHOWN HEREIN
IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF



Day B. Alexander
DAY ALEXANDER, P.E., PRESIDENT



REPLY TO
ATTENTION OF:

**DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, MOBILE DISTRICT
CORPS OF ENGINEERS
P.O. BOX 2288
MOBILE, ALABAMA 36628-0001**

February 22, 2016

South Mississippi Branch
Regulatory Division

**SUBJECT: Department of the Army Modification Number 2 to Nationwide Permit Number
SAM-2009-0834-JBM, City of Gulfport, Department of Leisure Services**

City of Gulfport
Department of Leisure Services
Attention: Mr. David D'Aquila
Post Office Box 1780
Gulfport, Mississippi 39501

Dear Mr. D'Aquila:

This letter is in reference to the subject permit which authorized the maintenance dredging of the City of Gulfport's Courthouse Road boat ramps and access channel over a ten-year period. We received your April 20, 2015 permit modification request to include an additional dredged material disposal location on the adjacent sand beach. In accordance with your request, the subject permit is hereby modified with incorporation of the following conditions:

- a. Suitable dredged material may be placed on the Harrison County Sand Beach, as depicted on the attached diagrams, in an area approximately 1,000 feet by 200 feet.
- b. All dredged material must be properly contained within the designated diked disposal area. Material shall not be placed below the line of mean high tide.
- c. Construction of the disposal site and disposal operations shall not affect the beach wrack. The beach wrack in the vicinity of the project site shall be left to decompose naturally, especially along the water's edge from August through March.
- d. To avoid sea turtle nesting season, construction of the disposal site and dredged material disposal operations shall take place between November 1 and April 30.
- e. Access to the disposal site shall occur only through designated/approved access points, to be determined in coordination with the U.S. Fish and Wildlife Service. Equipment shall then proceed directly to the hard-packed sand near or below the high tide line to reach the site.
- f. As related to construction of the disposal site and dredged material disposal operations, the permittee shall ensure that all personnel avoid driving on the upper beach or over wrack line areas of dense seaweed which may contain shorebird nests and fledglings.

g. A minimum 10-foot buffer shall be maintained between dunes, beach vegetation, marked sea turtle nests, posted shorebird nesting sites and the activities associated with construction and operation of the disposal site.

All other previous conditions to which the original work was made subject shall remain in full force and effect including the expiration date of August 4, 2019.

A copy of this verification is being sent to Mississippi Department of Marine Resources, 1141 Bayview Avenue, Suite 501, Biloxi, Mississippi 39530 and Mississippi Department of Environmental Quality, Office of Pollution Control, Post Office Box 2249, Jackson, Mississippi 39225-2249.

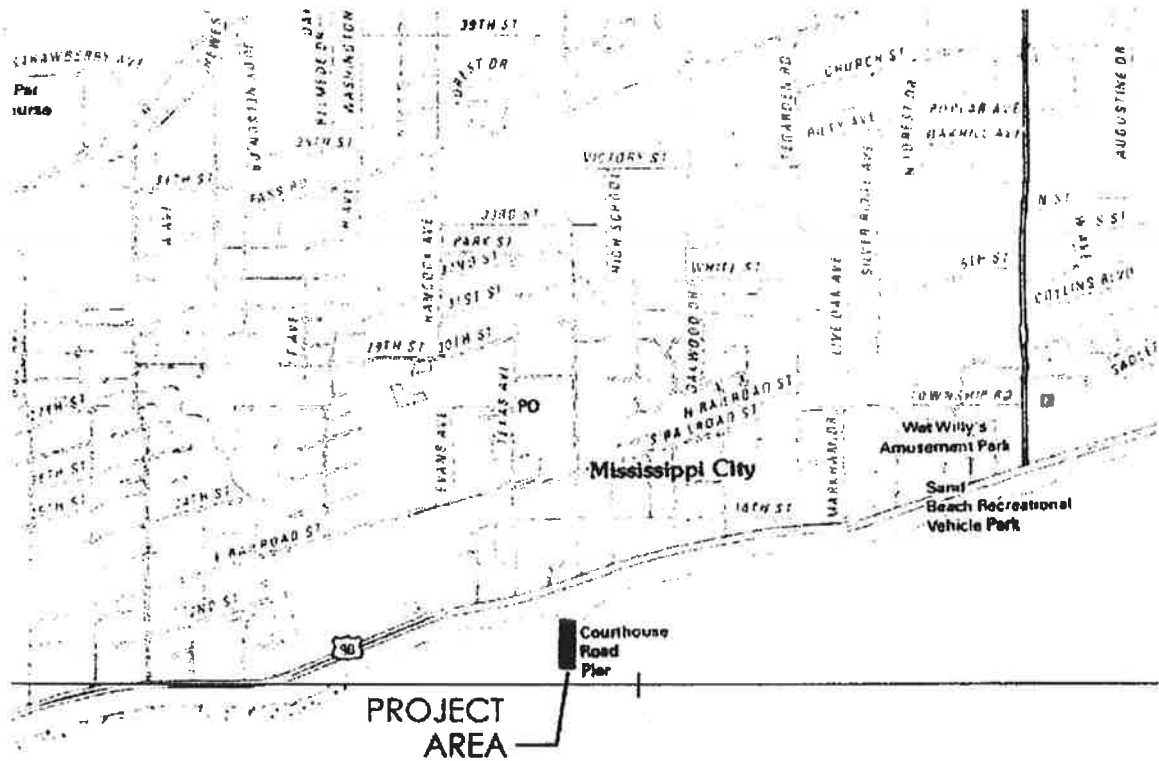
Please contact Mrs. Maryellen Farmer at (228) 523-4116, if you have any questions. For additional information about our Regulatory Program, please visit our web site at www.sam.usace.army.mil/Missions/Regulatory.aspx. Also, please take a moment to complete our customer satisfaction survey located near the bottom of the webpage. Your responses are appreciated and will allow us to improve our services.

Sincerely,

A handwritten signature in black ink that reads "Allison Monroe". The signature is fluid and cursive, with a long horizontal stroke at the end.

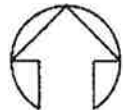
Allison F. Monroe
Team Leader, South Mississippi Branch
Regulatory Division

Enclosures



3/17/15
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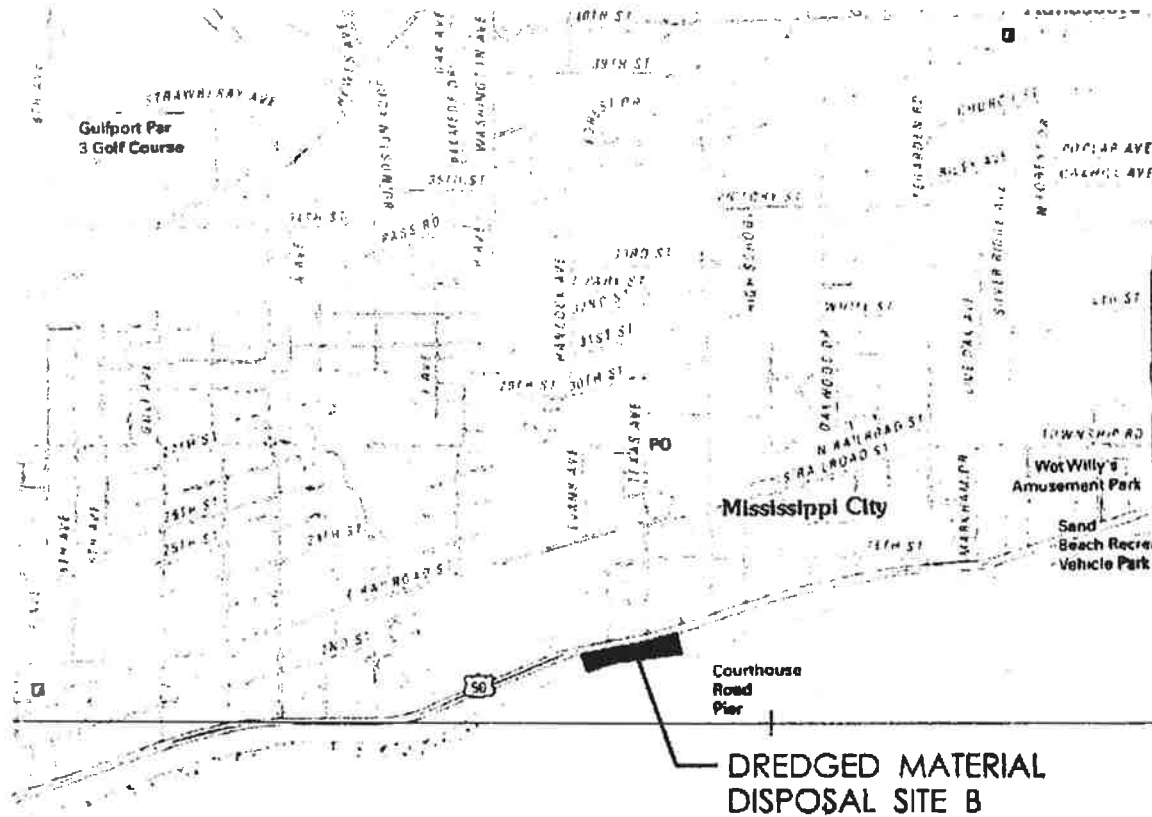
bma BROWN, MITCHELL
 & ALEXANDER, INC.
 CONSULTING ENGINEERS



1"=2000'

VICINITY MAP

PROPOSED 10 YEAR MAINTENANCE
 DREDGING PROJECT
 COURTHOUSE ROAD BOAT LAUNCH



1"=2000'

3/17/15
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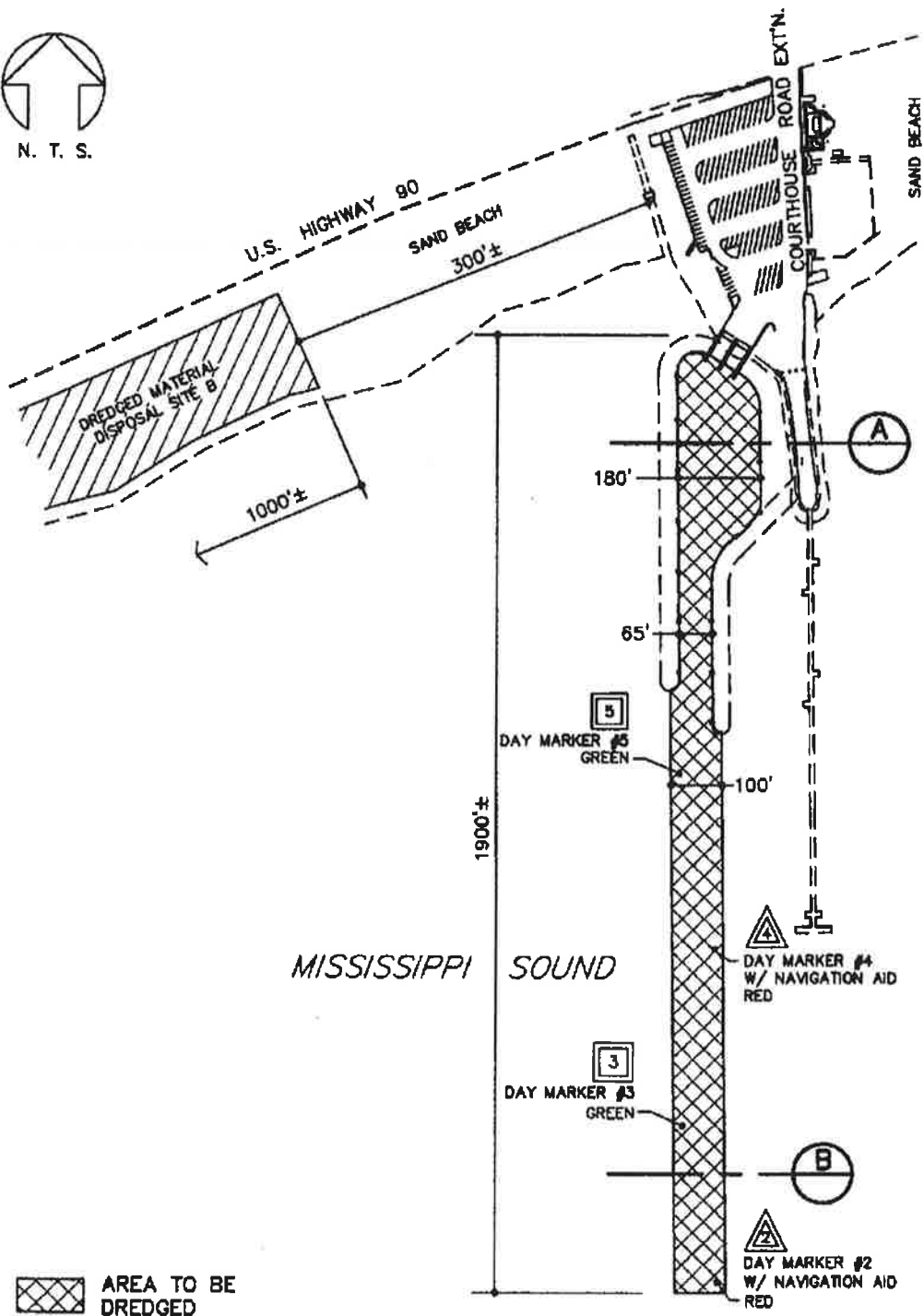
bma BROWN, MITCHELL
 & ALEXANDER, INC.
 CONSULTING ENGINEERS

BEACH RENOURISHMENT AREA - SITE B

PROPOSED 10 YEAR MAINTENANCE
 DREDGING PROJECT
 COURTHOUSE ROAD BOAT LAUNCH



N. T. S.



3/17/15

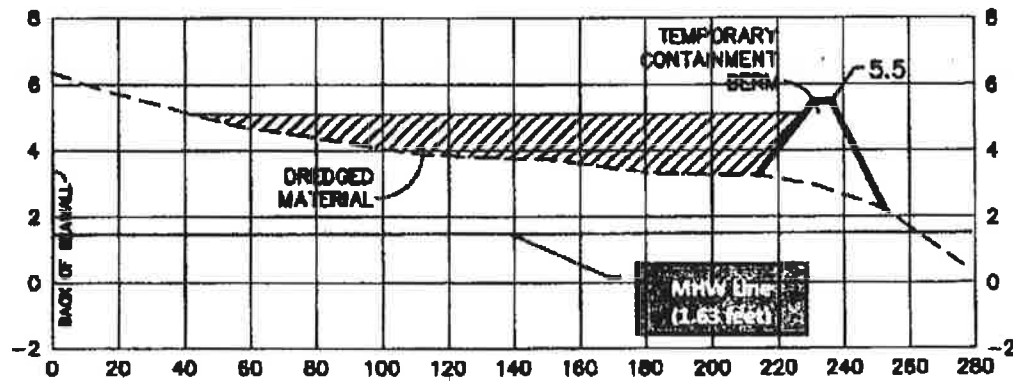
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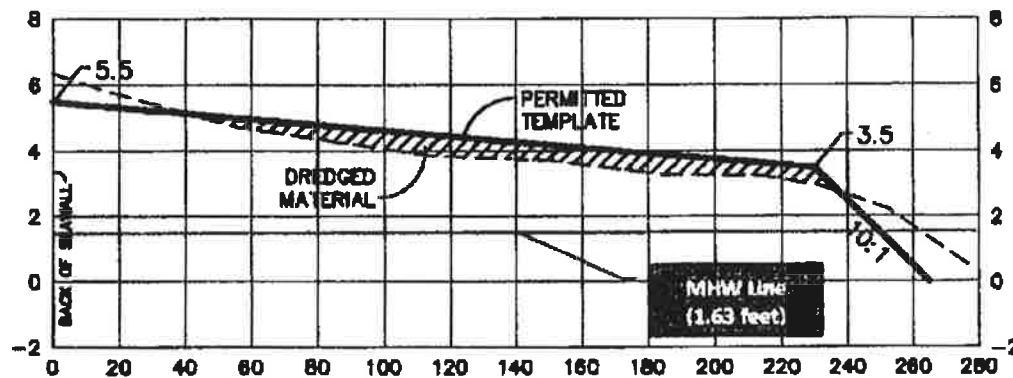
BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS

DREDGING SITE PLAN

PROPOSED 10 YEAR MAINTENANCE
DREDGING PROJECT
COURTHOUSE ROAD BOAT LAUNCH



TEMPORARY DISPOSAL SECTION



FINAL DISPOSAL SECTION

3/17/15
 \3383\3383-14\3383-14-DMR



BROWN, MITCHELL
 & ALEXANDER, INC.
 CONSULTING ENGINEERS

REVISED CROSS SECTION-SITE B

DISPOSAL SITE B SECTIONS

PROPOSED 10 YEAR MAINTENANCE
 DREDGING PROJECT
 COURTHOUSE ROAD BOAT LAUNCH

Advanced Construction and
Development, LLC

2.01.2015

John Triplett, P.E.
BMA, Inc
401 Cowan Road, Suite A
Gulfport, MS 39507

RE: Maintenance Dredging at Courthouse Road Boat Launch

Mr. Triplett,

Advanced Construction & Development agrees to extend our bid price for the referenced project an additional 30 days above the 60 days as outlined in the specifications.

Please let me know if you require additional information.

Thank you,


Jason Gibson, E.I.
ACAD, llc



619 Hillside Dr.
Biloxi, MS 39532
Phone: 228-437-7533
E-mail: jason.acad@gmail.com



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
City Council

Date: 02/22/2016

Subject: Resolution - approving Addendum to contract with Municode for recodification project.

Recommendation:

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 _____, 2016, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE ADDENDUM TO RECODIFICATION CONTRACT WITH MUNICIPAL CODE CORPORATION, TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport entered into a contract with Municipal Code Corporation for the recodification of Ordinance Books on December 20, 2011; and

WHEREAS, the addendum is necessary for the republishing of the City Code, as set forth in the Addendum to Recodification Contract, which is 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 proposed Addendum to Recodification Contract between the City of Gulfport and Municipal Code Corporation, be and it is hereby approved in the form as attached hereto as Exhibit “A” 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 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 _____, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this
the _____ day of _____, 2016.

APPROVED:

MAYOR



municode

Municipal Code Corporation • PO Box 2235 Tallahassee, FL 32316
info@municode.com • 800.262.2633
fax 850.575.8852 • www.municode.com

ADDENDUM TO RECODIFICATION CONTRACT CITY OF GULFPORT, MISSISSIPPI

February 24, 2016

Ms. Ronda Cole
Deputy Council Clerk
City of Gulfport
PO Box 1780
Gulfport, MS 39502-1780

Sent Via Email: rcole@gulfport-ms.gov

Dear Ms. Cole:

Thank you for sending additional ordinances for inclusion in the recodification project. We are excited to hear that the City would like to move forward with the project. We know that the City will benefit greatly from the new Code when published. Please review the updated pricing and legal review information. Upon receipt of the signed Addendum, Municode will proceed with the recodification. All additional pricing and terms will remain the same as outlined in the original contract.

If you should have additional questions or require further information please let me know. Please provide a copy of the signed addendum to my attention once executed.

Sincerely,

Steffanie W. Rasmussen
Assistant Vice President of Sales

SWR/amb
Enc.

ADDENDUM TO RECODIFICATION CONTRACT CITY OF GULFPORT, MISSISSIPPI

- Municode will conduct another legal review including new adopted legislation. The legal memorandum will be delivered in approximately 120 days after Supplement No. 48 is completed. Once the legal review is completed we recommend holding an additional teleconference.
 - Update Legal Memorandum with new legislation \$7,500
- Please select conference choice
 - ☐ One On-Site Conference with Municode Attorney No Charge
 - ☐ Teleconference or Web based conference (3 hour session) No Charge¹
- Implement Legal Memorandum & Republish Code \$10,425
 - Excess pages for Code, per page over 1000 double column pages \$22
 - Rebate pages for Code, per page if less than 1000 double column pages \$10
 - Code published as two volumes (includes binder and tabs), optional & additional \$2,800
 - Seal stamped on binders, onetime fee \$225
 - Freight, actual cost
 - Sales tax if applicable

Accepted by:

CITY OF GULFPORT, MISSISSIPPI

By: _____

Title: _____

Witness: _____

Date: _____

¹ For the initial three (3) hour session; \$100 per hour thereafter.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
City Council

Date: 02/29/2016

Subject: Resolution - approving amended Hosted Agenda Management System to allow for the Planning Commission and the Zoning Board of Adjustments and Appeals to be on the paperless agenda system.

Recommendation:

Date Monday, February 08, 2016

Quote Number Q-8009196-2.8.2016
DCR

Sales Consultant Dan Meyer
(800) 834-7674 Ext 4518 / dan.meyer@bisdigital.com

Primary Contact Ronda Cole, Deputy City Clerk
2309 15th St
P.O. Box 1780
Gulfport, MS 39501
(228) 868-5848 / (228) 868-3856 (Fax)
rcole@gulfport-ms.gov (Email)

Billing Address City of Gulfport (MS) / A-1010548
2309 15th St
P.O. Box 1780
Gulfport, MS 39501

Shipping Address _____

Users To Train _____

Wiring Required No

Installation Notes _____

Item	Code	Qty	Unit Price	Total Price
Hosted Agenda Management Annual Subscription (3 Agenda Types)	AH-3A	1	\$4,800.00	\$4,800.00
Hosted Agenda Management Annual Subscription (1 Agenda Type)	AH-1A	-1	\$3,600.00	(\$3,600.00)
REMOTE Installation and Training	SIT-R	1	\$500.00	\$500.00
	Sales Tax Rate			_____%
Total (Excluding Sales Tax)				\$1,700.00

All specifications are subject to change without notice. All computers sourced from third parties must first be approved by BIS Digital prior to purchase

Equipment Supply

BIS Digital will furnish the equipment as specified herein. Revisions to this contract are made by approved written "Change Order". BIS reserves the right to bill for equipment as stored materials when delivery or installation is not possible. There are no additional implied or expressed operations of the system other than stated within.

Electrical Installation

The customer provided electrical contractor will install all AC power, relay switches & conduit as required for the proposed systems. If required, the customer provided electrician will be responsible for providing and hanging all rigid electrical junction boxes, conduit and installing same. BIS Digital has recommended and asked for Dedicated Electrical Power to be installed at the head-end, controlled end-user equipment or at the same location of final control(s). Dedicated Power shall be the responsibility of the end-user and any external noise or factors creating noise within the systems not exposed by installed electronic equipment shall not be BIS Digital, Inc. responsibility and shall not be reason for any hold-backs whatsoever by any party.

Equipment Installation and Head End Connections

BIS Technicians will install all specified equipment and make all final circuit terminations in the head-end equipment racks. The customer will provide all custom carpentry or custom room preparations as required prior to the installation. The customer will provide scaffold or high reach for all installation work in ceilings over fourteen feet. All network connection(s) are to be provided by the customer. Any changes, alterations or deviations from the Equipment and installation obligations specified herein involving extra cost for labor or material will be executed only on written orders for the same. The cost of any added labor or material will become an extra charge over and above the total specified on the Agreement.

Order Summary

Date	Monday, February 08, 2016
Quote Number	Q-8009196-2.8.2016
Account Name	City of Gulfport (MS)
Total (Excluding Sales Tax)	\$1,700.00

Terms and Conditions

Effective Period	This proposal is a firm offer for 30 days from quote date Monday, February 08, 2016.
Tax Status	Sales tax will be added to invoice unless Tax Exempt Form is on file with BIS Digital.
Payment Terms	Deposit: All orders above \$5,000 require a 50% deposit. Once the order and deposit is confirmed {received} by BIS Digital, scheduling of the installation / and shipment of goods will occur. Balance: The remaining balance is to be paid on the completion of the installation. {delivery of goods at customer site}
Restocking Fee	20% restocking fee will be charged for all cancelled orders
Site Preparation	Customer is required to supply all conduit and cable pulls not listed on this quote. Customer will be responsible for any additional wiring or installation supplies needed during installation.
Training	BIS Digital will provide full training of all system users per agreed training schedule.
Limited Warranty	All BIS supplied new systems (Hardware & Software) are covered for 90 days following date of installation/delivery. Warranty does not cover On-Site Technical Support, Shipping costs, or Software upgrades (See Software Assurance below).

This signature and Purchase Order number states acceptance to the above price, terms and conditions, authorizing BIS Digital, Inc. to order, install and bill for the above equipment:

* Accepted by: _____
Name Title

Signature Date

* Accounts Payable Information * Required for order to be processed*

A/P Contact: _____
Name Phone Number

Email Address Fax #

Is a Purchase Order required for processing? _____ P.O # _____

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 _____, 2015, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING BIS DIGITAL, INC. AGREEMENT FOR HOSTED AGENDA MANAGEMENT SYSTEM, AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to obtain a Hosted Agenda Management System to allow for the Planning Commission to be on the paperless agenda system; and

WHEREAS, BIS Digital, Inc. has submitted a proposal and purchase order for providing a Hosted Agenda Management system as more fully set forth in the document 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 proposed proposal and purchase order attached hereto as Exhibit "A" be and the same is hereby approved and the Mayor is authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted
this the _____ day of _____, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this
the _____ day of _____, 2016.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Public Works

Date: 03/02/2016

Subject: Resolution - authorizing termination of Agreements with Johnson Controls, Inc., and for related purposes.

Recommendation:

March 10, 2016

Johnson Controls, Inc.
272 Old Jackson Road
Madison, MS 39110

Mr. Larry Daniels
Solutions Executive – Local Government
Johnson Controls, Inc
10644 W. Little York Rd., Suite 200
Houston, TX 77041

Dear Sir or Madam:

Please accept this letter as the City's Notice of Termination, effective immediately, of the Performance Contract between the City of Gulfport and Johnson Controls, Inc., which is dated November 16, 2010. Also terminated are any and all other agreements between the City and Johnson Controls related in any way to the energy conservation grant which the City received from the Department of Energy. This Notice should bring to a close the City's relationship with Johnson Controls with regard to the aforesaid grant and related services.

In light of circumstances which have arisen since the installation of the equipment under the Performance Contract, it is believed to be in the best interest of the City that the aforementioned agreements be terminated. The City appreciates the efforts of Johnson Controls.

Certainly, if you have any questions concerning the foregoing, please give me a call at 228-868-5770.

With regards, I am

Sincerely,

John Kelly
Chief Administrative Officer

JK/mm

Cc: Wayne Miller, Public Works Director
Kris Riemann, City Engineer
Margaret Murdock, Assistant City Attorney

Page 2
April 17, 2015



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Karen McCarty, Grants Management
Community Development

Date: 02/26/2016

Subject: Resolution - ratifying Modification #9 to KCDBG West Harbor Expansion Grant R-109-202-06-KCR decreasing grant by \$4,150,000.00 and transferring \$4,000,000.00 to Brickyard Bayou Drainage Grant R-109-202-07-KCR and \$150,000.00 to Coffee Creek Drainage Grant R-109-202-08-KCR.

Recommendation:

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 _____, 2016, the following Resolution:

**A RESOLUTION RATIFYING MODIFICATION SIGNATURE SHEET AND APPROVING
BUDGET AMENDMENT CONCERNING CDBG, CONTRACT R-109-202-06-KCR,
MODIFICATION NO. 9**

WHEREAS, on a prior date, the Gulfport City Council authorized execution of a contract with the Mississippi Development Authority (Contract R-109-202-06-KCR) which pertains to the CDBG funds awarded the City for the “West Gulfport Harbor Expansion” project; and

WHEREAS, in the course of the administration of the grant, it became necessary to modify the budget for the project and extend the contract term as more fully set forth in the documents attached hereto as Exhibit “A”; and

WHEREAS, it is necessary that the City Council ratify Modification Number 9 and the execution of the “Modification Signature Sheet” (attached hereto as Exhibit “A”) executed by John R. Kelly on or about September 10, 2015, and approve the corresponding budget amendment (attached hereto as Exhibit “B”).

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 Modification Number 9 and the “Modification Signature Sheet” in which the modification is embodied be and the same are hereby ratified by the Gulfport City Council, and the corresponding budget amendment be and the same is hereby approved.

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 _____, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2016.

MAYOR

Memorandum – *City of Gulfport...*

Community Development Department

To: Mayor Billy Hewes
John Kelly, Chief Administrative Officer
Council Members – Kenneth 'Truck' Casey, Sr., Ricky Dombroski, Ella Holmes-Hines,
R. B. 'Rusty' Walker, IV, Myles Sharp, Robert 'R. Lee' Flowers, Cara L. Pucheu

CC: Linda Elias, Comptroller

From: Karen C. McCarty,
Community Development Administrator

Date: February 26, 2016

Please place the following items on the March 8, 2016 Council Agenda:

Resolution to ratify the approval of Modification #9 to the Grant Agreement between City of Gulfport and Mississippi Development Authority, Contract #R-109-202-06-KCR, "West Gulfport Harbor Expansion." Modification will delete \$4,150,000.00 from the grant and transfer to Grant and Contract #R-109-202-07-KCR, Brickyard Bayou Drainage. \$4,000,000.00 and to Grant and Contract #R-109-202-08-KCR Coffee Creek Drainage and Public Facilities \$150,000.00. The Grant Date will also be extended to March 30, 2016 to complete closeout of West Harbor Expansion.

Budget Amendment to transfer funds attached.

Contract Period: March 18, 2011 to March 30, 2016.

MISSISSIPPI DEVELOPMENT AUTHORITY

MODIFICATION SIGNATURE SHEET

501 North West Street • Post Office Box 849

Jackson, Mississippi 39205

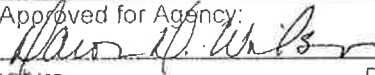
1. Recipient's Name, Address and Telephone No. City of Gulfport P. O. Box 1780 Gulfport, MS 39501 228-868-5700 West Harbor Expansion	2. Effective Date 9-1-15	
	3. Contract Number:	Grant Number:
	R-109-202-06-KCR	R-109-202-06-KCR
	4. Modification Number: 9	
	5. Grant Identifier: (Funding Source & Year) CDFA# 14.219 & 14.228	
	6. Beginning & Ending Dates: through 3/18/11 through 12/31/15 3/30/16 (M)	
7. Page 1 of 3		

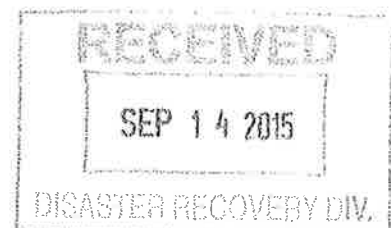
8. As a result of this Modification, funds obligated are changed as follows:

	KCDBG	FEMA Funds	Other: CIAP/CITY
From	\$ 8,831,282.52	\$ 3,001,224.79	\$ 624,805.07
To	\$ 4,681,282.52	\$ -	\$ -
Increase of	\$ -		\$ -
Decrease of	\$ 4,150,000.00		

9. The above recipient is hereby modified as follows: This budget mod #9 will decrease grant budget by \$4,150,000.00 to transfer funds to R-109-202-07-KCR Brickyard Bayou Drainage - \$4,000,000.00 and R-109-202-08-KCR - Coffee Creek Drainage/Public Facilities \$150,000.00. ~~This budget modification will also change the grant end date to 12/31/15 to complete closeout.~~

10. Except as hereby modified, all terms and conditions of the subcontract remain unchanged.

11. Approved for Agency:  Signature _____ Date 2/4/16 Name: Daron Wilson Title: Chief Operating Officer Disaster Recovery	12. Approved Recipient:  Signature _____ Date 9-10-15 Name: John R Kelly Title: Chief Administrative Officer
--	---



MDA DRD
BUDGET MODIFICATION WORKSHEET

Recipient: City of Gulfport Contract Number: R-109-202-06-KCR

Note: List CDBG Funds where changes are made.

[illegible]

**Supplemental CDBG Program
Budget Summary**

Applicant:

City of Gulfport

Contract:

R109-202-06-KCR

Description	Other Funding Sources				
Administration	CDBG	Insurance	FEMA	Other	Total
General Administration	15,000.00	0.00	0.00	0.00	15,000.00
Application Prep	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
Subtotal (A)	15,000.00			0.00	15,000.00

Description	Other Funding Sources				
Public Facilities	CDBG	INSURANCE	FEMA	Other	Total
Arch/Engineering	429,723.30	163,187.16	32,575.34	25,702.03	651,187.83
Contingency	0.00	0.00	0.00	0.00	0.00
Project Management	0.00	0.00	0.00	0.00	0.00
West Harbor Expansion					
Market Pavillion	1,193,820.00	0.00	0.00	0.00	1,193,820.00
Harbor/Rice Barksdale Pa	1,597,739.22	2,838,037.63	890,633.50	0.00	5,326,410.35
Jones Park	1,445,000.00	0.00	890,633.50	0.00	2,335,633.50
Education Pavillion	0.00	0.00	566,527.70	0.00	566,527.70
Fuel Dock/Srvc Support	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
Subtotal (B)	4,666,282.52	3,001,224.79	2,380,370.04	25,702.03	10,073,579.38
Grant Total (A + B)	4,681,282.52	3,001,224.79	2,380,370.04	25,702.03	10,088,579.38

CDBG Supplemental funds cannot be used for any activity or which funds have been made available by any Federal Agency including FEMA or the Army Corps of Engineers.

City of Gulfport

Budget Amendment Request

Fund Name Katrina CDBG -West Harbor- Elevated Facilit Date 3/8/2016

Department # 542 -05848 Mod #9 Budget Entry #

Department Name Administration

Original Budget	Prior Amendments	This Amendment	Revised Budget
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Personal Services	\$ -		\$ -	\$ -
Supplies	\$ -			\$ -
Other Services	\$ 466,697.97	\$ 439,650.33	\$ (461,625.00)	\$ 444,723.30
Capital Projects	\$ -		\$ -	
Market Pavilion	\$ 1,232,000.00	\$ (38,180.00)	\$ -	\$ 1,193,820.00
Rice Pavilion	\$ 1,570,450.00	\$ 27,289.22	\$ -	\$ 1,597,739.22
Jones Pk Phase IV	\$ 1,445,000.00	\$ -	\$ -	\$ 1,445,000.00
Fuel Service Facility	\$ -	\$ 3,350,000.00	\$ (3,350,000.00)	\$ -
Contingency	\$ 285,852.03	\$ 52,522.97	\$ (338,375.00)	\$ -
Total	\$ 5,000,000.00	\$ 3,831,282.52	\$ (4,150,000.00)	\$ 4,681,282.52
Revenue				
Cash Reserves				
Other				

Budget Amendment for the West Harbor Expansion Grant (Elevated Fuel Facility) - KCDBG Account R-109-202-06-KCR. (modification #9). Grant decreased by \$4,150,000.00. \$4,000,000 transferred to #R-109-202-07-KCR Brickyard Bayou and \$150,000 to #R-109-202-08-KCR Coffee Creek. Budget Amendment will complete expenditures of West Harbor Grant.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Karen McCarty, Grants Management
Community Development

Date: 02/26/2016

Subject: Resolution - ratifying Pre-Development Grant Agreement between City of Gulfport and Mississippi Development Authority Contract R-109-202-07-KCR, Brickyard Bayou Drainage in the amount of \$50,000.00.

Recommendation:

Memorandum – *City of Gulfport. . .*

Community Development Department

To: Mayor Billy Hewes
John Kelly, Chief Administrative Officer
Council Members – Kenneth ‘Truck’ Casey, Sr., Ricky Dombroski, Ella Holmes-Hines,
R. B. ‘Rusty’ Walker, IV, Myles Sharp, Robert ‘R. Lee’ Flowers, Cara L. Pucheu

CC: Linda Elias, Comptroller

From: Karen C. McCarty,
Community Development Administrator

Date: February 26, 2016

Please place the following items on the March 8, 2016 Council Agenda:

Resolution to ratify the Pre-Development Grant Agreement between City of Gulfport and Mississippi Development Authority, Contract #R-109-202-07-KCR, “Brickyard Bayou Drainage.” In the amount of \$50,000.00.

Budget Amendment to establish account is attached.

Contract Period: August 5, 2014 to December 31, 2015.

Funding Source: Katrina Supplemental Disaster CDBG



STATE OF MISSISSIPPI
PHIL BRYANT, GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
GLENN MCCULLOUGH, JR.
EXECUTIVE DIRECTOR

July 15, 2015

City of Gulfport
Attn: Karen McCarty
Community Development Division
P.O. Box 59
Gulfport, MS 39502

Dear Mrs. McCarty:

Enclosed is an original copy of Katrina Community Revitalization CDBG Pre-Development contract for the **City of Gulfport – Brickyard Bayou Drainage Basin Improvements project**.

Please retain the original copy for your records. The copy should be kept in the file with other information and documentation related to the grant.

We thank you for your commitment to rebuilding after Hurricane Katrina. If you have any questions, or would like additional information please contact me at 601-359-3036.

Sincerely,

A handwritten signature in blue ink that reads "Nikki White".

Nikki White
Program Manager
Disaster Recovery Division

**MISSISSIPPI DEVELOPMENT AUTHORITY
SUBGRANT SIGNATURE SHEET**
501 North West Street, 5th Floor (zip: 39201) • Post Office Box 849 (zip: 39205)
Jackson, Mississippi

1. Sub-grantee's Name, Address, and Telephone Number

City of Gulfport

2309 15th Street

Gulfport, MS 39502

Phone: 228-868-5700

Fax: 228-868-5800

2. Effective Date: August 05, 2014

3. Sub-grant Number: R-109-202-07-KCR

4. Grant Identifier: (Funding Source & Year):

CFDA Number: 14.219 & 14.228

5. Beginning and Ending Dates:
8/05/2014 – 12/31/2015

6. Sub-grant Payment Method:

☐ Cost Reimbursement

☒ Current Needs

☐ Fixed Unit or Performance Based

7. Page 1 of 23

8. Project Description:

Brickyard Bayou Drainage Basin Improvements

This project consists of the channel clearing, snagging, widening, replacement and installation of drainage pipes to alleviate flooding

A detailed statement of work, pre-development budget and timeline are included in the grant application and incorporated into this agreement.

9. National Objective:

☒ Low/Moderate Income

☐ Slums or Blight

☐ Urgent Needs

10. The following funds are obligated:

Federal

Other

\$50,000

\$ 0

11. The sub-grantee agrees to operate the program outlined in this sub-grant in accordance with all provisions of this sub-grant included herein. The following sections are attached and incorporated into this agreement:

☒ Budget

☒ Special Provisions Stipulated by HUD

☒ General Terms and Conditions

☒ HUD Disaster Community Development Block Grant Assurances

☒ Special Conditions

☒ Financial Management

All policies, terms, conditions, and provisions of the current notebooks entitled *Community Development Block Grant Program*, *CDBG Implementation Manual*, and *CDBG Policy Statements* are also incorporated into this agreement, and Sub-grantee agrees to fully comply therewith.

12. Approved for Contractor:

Signature

Date

Name: Daron D. Wilson

Title: Chief Operating Officer

13. Approved for Sub-grantee:

Signature

Date

Name: Billy Hewes

Title: Mayor, City of Gulfport

RECEIVED

JUL 13 2015

DISASTER RECOVERY DIV.

Katrina Supplemental CDBG Program Pre-Development Budget Summary

Applicant: City of Gulfport (Brickyard Bayou Drainage Improvements)

Funding Year: 2006

Grant Year: 2014

Contract: #R-109-202-07-KCR

Description	MDA	IDIS		Other Funding Sources			
Administration			Katrina CDBG				Total
General Administration			50,000				\$50,000
Application Prep.							\$ 0.00
Audit							\$ 0.00
Subtotal (A)			\$50,000	\$0.00	\$0.00	\$0.00	\$50,000
Description	MDA	IDIS		Other Funding Sources			
Public Facilities			Katrina CDBG	Local Cash			Total
Acquisition							\$ 0.00
Architectural/Engineering							\$ 0.00
Bridges							\$ 0.00
Construction of Public Building							\$ 0.00
Contingency							\$ 0.00
Demolition							\$ 0.00
Drainage & Flood Protection							\$ 0.00
Fire protection							\$ 0.00
Legal							\$ 0.00
Public Service							\$ 0.00
Rail							\$ 0.00
Renovation of Public Building							\$ 0.00
Sewage Pumping Station							\$ 0.00
Sewage Treatment							\$ 0.00
Sewer Line(s)							\$ 0.00
Street & Road Improvements							\$ 0.00
Water Booster Station							\$ 0.00
Water Line(s)							\$ 0.00
Water Tank							\$ 0.00
Water Treatment							\$ 0.00
Water Well							\$ 0.00
Other							\$ 0.00
							\$ 0.00
							\$ 0.00
							\$ 0.00
							\$ 0.00
Subtotal (B)			\$ 0.00	\$0.00	\$0.00	\$0.00	\$ 0.00
Grand Total (A + B)			\$50,000	\$0.00	\$0.00	\$0.00	\$50,000

Katrina CDBG Supplemental funds cannot be used for any activity or which funds have been made available by any Federal Agency including FEMA or the Army Corps of Engineers.

GENERAL TERMS AND CONDITIONS

Award is hereby made in the amount and for the period shown above of a grant under the Department of Defense Appropriations Act, 2006 (Public Law 109-148) approved December 30, 2005, to the above mentioned recipient, in accordance with the plan set forth in the application of the above mentioned recipient and subject to any attached revisions or special conditions.

This contract is subject to all applicable rules, regulations, conditions, and assurances as prescribed by the Mississippi Development Authority's (MDA) Community Development's Block Grant Program, as well as the U.S. Department of Housing and Urban Development's Community Development Block Grants: State's Program Final Rule (24CFR Part 570), and to each and every Federal and State Statute and guideline affecting the application for, receipt of, and expenditure of Community Development Block Grant funds. It is also subject to such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 97-35 and P.L. 98-8.

This contract is also made subject to any and all conditions, special conditions, and assurances attached hereto and made a part hereof at the time of the award of these funds. The application submitted for these funds is incorporated by reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained therein.

Any unauthorized change or amendment by the recipient to the provisions of this contract shall be considered invalid, and the Mississippi Development Authority reserves the right not to reimburse the recipient for any expenses or costs associated with such an unauthorized change or amendment.

The Mississippi Development Authority reserves the right to withhold grant funds or to terminate this contract for cause, if the recipient fails to fulfill in a timely and proper manner the obligations under this contract or if the recipient should violate any of the covenants, agreements, conditions, special conditions, or assurances of this contract, by giving written notice to the recipient of the suspension or termination, specifying the effective date thereof, at least five (5) days before the effective date thereof.

The recipient hereby agrees that the project and activities for which these grant funds are awarded shall constitute a fully completed and operative project upon conclusion, and the recipient further agrees that in the event the costs of the project exceed the funds awarded under this contract, then it is understood that the state will not provide additional funding.

This grant shall become effective on the beginning date of the grant period provided that this contract shall have been fully completed, executed by the recipient, and received in the office of the Mississippi Development Authority.

Sub-grantees are prohibited from contracting with or making sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred by any federal agency, the Mississippi Development Authority (MDA's), or other Mississippi state agency. Suspension or debarment may apply to new and/or ongoing transactions. An official copy of MDA's Debarment and Suspension Policy and all applicable regulations and guidelines can be obtained from MDA, Community Services Division by calling (601) 359-3179.

**SPECIAL CONDITIONS
COMMUNITY REVITALIZATION**

I. CONDITIONS THAT REQUIRE WRITTEN CLEARANCE FROM THE DIASTER RECOVERY DIVISION, MISSISSIPPI DEVELOPMENT AUTHORITY

A. Mississippi State Department of Health Approval

If applicable, prior to the release of any CDBG funds for water improvement construction, the Sub-grantee shall provide written documentation that the plans and specifications have been approved by the Mississippi State Department of Health.

B. Department of Environmental Quality Approval

If applicable, prior to the release of any CDBG funds for wastewater or solid waste improvement construction, the Sub-grantee shall provide written documentation that the plans and specifications have been approved by the Mississippi Department of Environmental Quality, Office of Pollution Control.

C. Mississippi Public Service Commission Approval

If applicable, prior to the release of CDBG funds for water, sewer, and gas system construction, the Sub-grantee shall provide evidence that the Mississippi Public Service Commission has issued a "Certificate of Public Convenience and Necessity" for improvements in an uncertificated and/or unserved area, and/or the transfer of ownership of a system.

II. OTHER SPECIAL CONDITIONS

A. Fair Housing Plan

The Sub-grantee shall have on file a document for promoting Fair Housing.

B. Building Standards

If applicable, all building construction shall comply with the applicable codes and standards approved by the 2003 International Code Council or to locally adopted codes, whichever are more stringent.

C. State Aid Standards

If applicable, streets or access roads shall be designed and constructed at least to minimum State Aid standards or to local subdivision standards, whichever are more stringent.

D. Budget Revision Acceptance

The Sub-grantee agrees and accepts all changes to the budget pages of its CDBG application; and the revised budget forms attached to this contract shall constitute the true and correct budget for the Sub-grantee's CDBG project, and are hereby incorporated by reference herein and made a part of this contract.

E. In-Kind Services

If applicable, any in-kind services to be performed by the Sub-grantee or others designated as local match funds must be adequately documented or make actual dollar contributions to provide for the local match funds.

F. Leveraged Funds

1. The Sub-grantee is held to its leveraged fund commitment as stated in the approved application.
2. Should a portion of the matching funds not be required (i.e., low bids, MDA approved change in scope of work), MDA, Community Services Division, will reduce the grant proportionately so that the leveraging ratio holds constant regardless of how funds are budgeted.
3. CDBG funds must be drawn down in proportion with matching funds for each activity as applicable.

G. LMI Hook-Ups

Low- and moderate-income persons must actually be hooked up to the system in order to be counted as beneficiaries on water, sewer, or gas projects. CDBG funds cannot be used to install nor connect service lines if the property is owned by a person who is not of low- or moderate-income, even if the renter is of low- or moderate-income. The cost of connecting LMI property owners to the service lines can be paid from CDBG or other funds, but the connection to the system must be at no cost to the LMI beneficiaries.

H. Availability of Funds

This contract is contingent on the availability of funds from the U.S. Department of Housing and Urban Development.

I. Lease of Buildings Funded Through Public Facilities

Funds awarded through the Community Revitalization category for the construction of buildings for public services, i.e., human services, mental health, county health departments, medical clinics, etc., cannot be leased. No income can be generated from the use of a building which was constructed with CDBG grant funds.

J. Deliverables

The Sub-grantee shall submit regular progress reports to the Grantee in the form, content, and frequency as required by the Grantee. The deliverables listed below will be reported quarterly on the following dates:

- March 15
- June 15
- September 15
- December 15

The MDA has provided a template for quarterly progress reports and is included as Attachment A, which will include the following deliverables:

- Performance measures appropriate to the grant activity:
 - **Debris Removal**
 - # of properties
 - # of businesses
 - # of households benefiting
 - # of persons benefiting*
 - **Clearance and Demolition**
 - # of properties
 - # of housing units
 - # of buildings (non-residential)
 - # of public facilities
 - # of businesses
 - # of non-business organizations benefiting
 - **Rehabilitation or reconstruction of structures**
 - # of households benefiting
 - # of housing units
 - # of buildings (non-residential)
 - # of public facilities
 - # of businesses
 - # of non-business organizations benefitting
 - # of households benefiting
 - # of persons benefiting*
 - **Acquisition, construction, reconstruction of public facilities**
 - # of households benefiting
 - # of persons benefiting*
 - # of properties
 - # of housing units
 - # of buildings (non-residential)
 - # of public facilities
 - # of non-business organizations benefiting
 - # of linear feet of public improvement
 - # of linear miles of public improvement
 - **Acquisition of buildings for the general conduct of government**
 - # of buildings (non-residential)
 - **Construction of buildings for the general conduct of government**
 - # of buildings (non-residential)
 - # of persons benefiting
 - **Rehabilitation/reconstruction of a public improvement**
 - # of persons benefiting*
 - # of linear feet of public improvement
 - # of linear miles of public improvement
 - **Rehabilitation/reconstruction of other non-residential structures**
 - # of buildings (non-residential)
 - # of public facilities
 - # of businesses
 - # of non-business organizations benefiting
 - # of persons benefiting*
 - **Rehabilitation/reconstruction of public facilities**
 - # of housing units
 - # of public facilities
 - # of non-business organizations benefiting
 - # of households benefiting
 - # of persons benefiting *

- # of linear feet of public improvement
 - # of linear miles of public improvement
- **Construction/reconstruction of streets**
 - # of public facilities
 - # of non-business organizations
 - # of persons benefiting*
 - # of Linear feet of public improvement
 - # of linear miles of public improvement
- **Acquisition – buyout of non-residential properties**
 - # of properties
 - # of buildings (non-residential)
 - # of businesses
 - # of non-business organizations benefiting
 - # of households benefiting
 - # of persons benefiting
- **Acquisition – General**
 - # of properties
 - # of housing units
 - # of households benefiting
 - # of persons benefiting
- **Planning**
 - # of buildings (non-residential)
 - # of persons benefiting*
- Milestones completed during the reporting period as they relate to the Statement of Work, timeline and budget.
- Roadblocks or delays that prevented milestones from being completed.
- An amended task-based schedule for completing the work.
- CDBG funds planned vs. actual for the reporting period.

*Number of persons benefitting will be broken out as follows:

<u>Race</u>	<u>Total</u>
White	
Black/African American	
Asian	
American Indian/Other Pacific Islander	
American Indian/Alaskan Native and White	
Asian and White	
Black/African American and White	
American Indian/Alaskan Native and Black/African American	
Hispanic	
Other Multi Racial	

K. Nonperformance Standard

If at the end of the contract period (as stated in Item 5 on page 1 of the grant agreement) construction has not begun, the Mississippi Development Authority, may, at its option, terminate this contract and recapture funds allocated. No contract extensions will be granted unless the Sub-grantee can document circumstances beyond its control that prevented construction.

L. Fire Safety Codes

If applicable, the Sub-grantee must comply with local fire safety codes.

M. Program Income

The sub-recipient shall report quarterly all program income (as defined at 24 CFR 570.500 (a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-recipient shall comply with the requirements set forth at 24 CFR 570.504 whether that income is generated during or after the contract period. By way of further limitations, the Sub-recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving loan fund account is not program income and shall be remitted promptly to the Grantee.

N. Request for Cash

To request cash the sub-recipient shall submit the following: Request for Cash Form, Request for Cash Consolidated Support Sheet and Cash Summary Support sheet along with other required documentation to support the expenditures.

O. Close-Out Package

Within 90 days after the completion or expiration of the grant agreement, the Sub-grantee must submit a complete and acceptable close-out package.

P. The sub-recipient must complete and submit an IRS W-9 Form.

All sub-recipients, unless specifically exempted, must be set up for payment through PayMode, the State's e-payment vehicle. This is a tool that captures the payment and remittance information and pushes it electronically to the vendor. To register for PayMode, the sub-recipient should go to the Bank of America's enrollment website at <http://portal.paymode.com/ms/>

The sub-recipient is a valid email address in order to enroll in PayMode. This email address can be obtained through one of the free email services such as Yahoo or Hotmail. The sub-recipient must also have access to a computer. The sub-recipient may request assistance in enrolling with the State's e-payment provider by contacting the State via email at mash@dfa.state.ms.us or by calling the DFA MASH helpdesk at (601) 359-1343.

The sub-recipient must register in MAGIC as a Grantee.

All sub-recipients must be registered with Mississippi's Accountability System for Government Information and Collaboration, or "MAGIC". MAGIC is the statewide accounting and procurement system of record, encompassing Finance (accounting, budgeting, grants management), Logistics (procurement, fleet management, inventory management), and Data Warehouse functionality. Please visit the website below to register as a Grantee:

https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100

Q. Application

The application and all supporting documentation are incorporated by reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained herein.

FINANCIAL MANAGEMENT, REPORTS AND RECORD KEEPING

The local government shall comply with all MDA, State of Mississippi, Office of Management and Budget (OMB) and CDBG rules, regulations, circulars, policies, and procedures on financial management for all contract expenditures. The local unit of government shall ensure that its financial management systems provide the necessary internal controls, accounting records and reporting systems to meet generally accepted accounting standards and comply with the applicable OMB uniform cost principles for the type of entity receiving the funds.

MDA reserves the right to inspect the local unit of government's financial management systems and to impose additional accounting requirements to ensure that accounting requirements are being met.

- A. Access to Records and Facilities - The State of Mississippi, Federal monitors and auditors and any persons duly authorized by the Federal government, the State of Mississippi and MDA shall have full access to and the right to examine and copy any or all books, records, documents and other materials regardless of form or type which are pertinent to contract performance or which reflect direct and indirect costs related to this contract. Access right shall continue during the record retention period after the contract's ending date. This access right shall extend to all business hours and places where any contract activity is conducted. MDA shall include these access requirements in all subcontracts.
- B. Audits and Monitoring - The local unit of government shall adhere to applicable Office of Management and Budget (OMB) Circulars and other applicable Federal, State of Mississippi and MDA regulations, policies and procedures governing audits and monitoring. Recipients' of Federal awards, as defined by OMB Circular A-133 and 29 CFR 99, shall maintain records that identify all Federal funds received and expended. The local unit of government shall comply with any applicable future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

The local unit of government shall be audited annually in accordance with Circular A-133 or, if A-133 is inapplicable, shall arrange for an annual audit of contract funds received from MDA. All governmental and nonprofit organizations must follow the audit requirements of OMB Circular A-133.

All audits shall conform to generally accepted auditing and accounting standards and MDA policies and procedures. A copy of each year's financial audit report, which provides a specific reference to this contract, shall be mailed to MDA within one week after its receipt by the local unit of government. All audit reports shall be finalized within six months after the contract's ending date unless an alternative date is agreed to in writing by MDA. All audit costs shall be the local unit of government's responsibility.

- C. Procurement – The local unit of government must comply with all State and Federal laws dealing with purchasing and acquisition for goods, services and other allowable cost as specified in the application.

**SPECIAL PROVISIONS AND REGULATIONS
STIPULATED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

For the purpose of clarification, "Contracted Party" shall refer to the Subrecipient or Subgrantee and to all individuals, firms, companies, businesses, firms or related entities in relationship with it, contractual or otherwise, for this Contract.

1. Access of MDA, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books

The Contracted Party agrees to allow MDA, the State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives, at all reasonable times, access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Furthermore, the Contracted Party shall allow any of the aforesaid parties, at all reasonable times, access to any portion of the project in which the Contracted Party is involved until the completion of all close-out procedures respecting this grant.

2. Termination of Contract For Cause

If, through any cause, the Contracted Party fails to fulfill in a timely, proper and satisfactory manner its obligations under this Contract, or if it violates any of the covenants, agreements, or stipulations of this Contract, MDA shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to MDA for damages sustained by virtue of any breach of the Contract by the Contracted Party. MDA may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due MDA from the Contracted Party is determined.

3. Termination for Convenience of the Grantee

MDA may terminate this Contract any time by providing a written notice from MDA to the Contracted Party giving the effective date of the termination. If the Contract is terminated by MDA as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made, provided that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. Changes

MDA may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the

amount of the Contracted Party's compensation which are mutually agreed upon by and between the parties, shall be incorporated in written amendments to this Contract.

5. Cost Overruns

The Contracted Party agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the Contracted Party.

6. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of OMB Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

7. Records

The Contracted Party shall maintain all books, records, and other documents required by the federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this agreement. Such records shall include, but not limited to, the following as applicable:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28; and,
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

8. Personnel

The Contracted Party represents that it has or will secure all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with MDA.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving a sentence in a penal or correctional institution shall be employed on work under this Contract.

9. Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contracted Party shall comply with all applicable "Anti-Kickback" regulations and shall

insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

10. Withholding of Salaries

If, in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontractors working on this project, MDA shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by MDA for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

11. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

12. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to MDA for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. Anti-Discrimination Clauses

In operation of the project to which this grant relates, no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, national origin, age, disability, or political affiliation or belief.

Therefore, the Contracted Party will comply with the following clauses:

- a) Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the

grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- b) Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and,
- c) Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance. Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. Section 3 Clause

The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) ("Section 3"). Section 3 requires that when employment or contracting opportunities are generated by HUD-funded projects, preference is given to low and very low-income persons and businesses residing in the community where the project is located. Any responsive, responsible bidder that qualifies as a Section 3 Business Concern will be given a preference during evaluation as set forth below. A bidder selected for this Project will be responsible for ensuring compliance with all Section 3 requirements including, but not limited to, the hiring and contracting decisions made on the Project.

All bidders are required to demonstrate commitment to the achievement of the KCDBG Section 3 goals in one of the following two ways:

- a) A bidder must certify as a Section 3 business concern; or
- b) A bidder must provide a Section 3 plan detailing how the bidder will meet the required Section 3 subcontracting goal of providing subcontracting opportunities to Section 3 business concerns in an amount not less than 10% of the total contract amount. In its subcontracting plan, the bidder should include the necessary number of Section 3 business subcontractors to meet or exceed the goal for this contract. The plan should also clearly state the total dollar value that will be self-performed and the total dollar value which will be subcontracted to Section 3 Business Concerns; providing for each listed Section 3 Business Concern a fully completed Section 3 Business Certification form including the company name, address, contact person, telephone number, and e-

mail address; the amount to be performed/subcontracted; the scope of work to be performed; and the anticipated timeframe for performance of the work.

If a bid is submitted without satisfying one of the two requirements set forth above, then that bid will be deemed non-responsive and rejected; provided, however, that in the event the Prime Contractor bidder, itself, is a Section 3 Business Concern and provides the requisite documentation in support thereof, such bidder will be encouraged, but not required to extend subcontracting opportunities to Section 3 business concerns as contemplated by this paragraph.

16. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. Health and Safety Standards

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. 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 purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

18. Compliance with Local Laws

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

19. Compliance with the Mississippi Employment Protection Act

The Contracted Party represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 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 electronic verification system replacing the E-Verify Program. The Contracted Party agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. The Contracted Party 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. The Contracted Party understands and agrees that any breach of these warranties may subject it to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (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 the Contracted Party by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the Contracted Party would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

20. Compliance with the Mississippi Jobs First Initiative

The Contracted Party represents and warrants that it will ensure its compliance with the Mississippi Jobs First Initiative, Senate Bill 2622 of the 2012 Mississippi State Legislature General Session (Section 31-5-37 Mississippi Code Annotated, as amended). The Initiative requires contractors that are awarded bids for public works projects that utilize funds received by State or local entities resulting from a federally declared disaster or a spill of national significance to register and list job opportunities with the Mississippi Department of Employment Security (MDES).

21. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of MDA. The Contracted Party shall be as fully responsible to MDA for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with all applicable regulatory provisions of this Contract.

22. Assignability

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of MDA provided that claims for money due or to become due the Contracted Party from MDA under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to MDA.

23. Code of Standards of Conduct

The Contracted Party will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter, which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.

24. Interest of Members of Local Public Agency and Others

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefits for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Sections 25-4-117 and 25-4-119, Mississippi Code Annotated (1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics in Government section.

25. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

26. Interest of Contractor

The Contracted Party covenants that it presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

27. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

28. Use of Influence

The chief executive officer certifies, to the best of his or her knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, 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 awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid 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 this federal contract, grant, loan, or cooperative agreement, the chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Contracted Party shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, Sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

29. Uniform Relocation Act Requirements

To the extent applicable, the Contracted Party will comply with all applicable requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630), as amended, and the implementing regulations and related requirements (including the requirement to provide a certification that the recipient is following a residential anti-displacement and relocation assistance plan under Section 104(d)) of the Act).

30. Excessive Force

The Contracted Party will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

31. Architectural Barriers Act and Americans with Disabilities

The Contracted Party will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

32. Environmental Compliance

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329). Therefore, the Contracted Party will:

- a) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 ("NEPA") and other provisions of law which further the purposes of NEPA, as set forth in the regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and
- b) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the HUD Secretary pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.

Its chief executive officer or other officer of applicant:

- a) Consents to assume the status of a responsible federal official NEPA and other provisions of federal law, as specified in 24 CFR Part 58; and
- b) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.

It will, in connection with its performance of environmental assessments under NEPA, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:

- a) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and
- b) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

It will comply with Executive Order Number 12898, issued February 11, 1994, by:

- a) Focusing attention on the environment and health conditions in minority and low-income communities; and
- b) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and
- c) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.

33. Flood Insurance Purchase Requirements

To the extent applicable, the Contracted Party agrees to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the HUD Secretary as an area having special flood hazards. The phrase, "federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

34. Energy Efficiency

All participants in the projects shall recognize 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 (PL 94-163).

35. Lead Based Paint

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.

36. Program Monitoring

The Contracted Party agrees to assist and cooperate with the federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

37. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of MDA.

CERTIFICATIONS/ASSURANCES

Certifications for applicants, waiver and alternative requirement. Section 91.325 of title 24 Code of Federal Regulations is waived. Each applicant must make the following certifications prior to receiving a CDBG disaster recovery grant:

- a. The applicant certifies that it will affirmatively further fair housing, which means that it will use the States analysis to identify impediments to fair housing choice within the applicants area, take appropriate actions to overcome the effects of any impediments identified through the States analysis, and maintain records reflecting the actions taken in this regard. (See 24 CFR 570.487(b)(2)(ii).)
- b. The applicant certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.
- c. The applicant certifies its compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.
- d. The applicant certifies it possesses the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this Notice.
- e. The applicant certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for this grant.
- f. The applicant certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
- g. The applicant certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.115 and 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).
- h. The applicant certifies that it is complying with each of the following criteria:
 - (1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, and restoration of infrastructure in the most impacted and distressed areas related to the consequences of the Gulf Coast hurricanes of 2005 in communities included in Presidential disaster declarations.
 - (2) The applicant will not attempt to recover any capital costs of public improvements assisted with CDBG disaster recovery grant funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless
 - i. disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or
 - ii. for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (A).
- i. The applicant certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

- j. The applicant certifies that they have adopted and is enforcing:
 - (1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - (2) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- k. The applicant certifies that it has the capacity to carry out disaster recovery activities in a timely manner.
- l. The applicant certifies that it will not use CDBG Disaster Recovery funds for any activity in an area delineated as a special flood hazard area in FEMA's most current flood advisory maps unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain in accordance with Executive Order 11988 and 24 CFR part 55.
- m. The applicant certifies that it will comply with applicable laws.

PROJECT SIGNS

All local governments receiving Katrina Community Development Block Grant funds are required to place a project sign in the project area(s) as described below:

Project signs shall be installed when construction or rehabilitation activity begins and shall remain in place throughout the project activity period. The signs shall be placed at the entrance of the project site. The signs shall be waterproof and shall have a background of red, white and blue in three segments and shall be four (4) feet by six (6) feet. Except to meet special or local requirements. Project signs shall include the following information as indicated in the attached example:

1. Program Name (Katrina Community Development Block Grant Program)
2. Project Name
3. Name of Grant Recipient (City, Town or County)
4. Granting Agency (Governor Phil Bryant, State of Mississippi and Mississippi Development Authority, Brent Christensen, Executive Director)
5. Local Officials Name

The following page is a graphic example of the required signs.

Project Sign

4'x6'

KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
Project Name
Local Unit of Government



GOVERNOR PHIL BRYANT
STATE OF MISSISSIPPI
MISSISSIPPI DEVELOPMENT AUTHORITY
Brent Christensen, Executive Director

CHIEF ELECTED OFFICIAL / EXECUTIVE, TITLE
BOARD MEMBERS

Board Member One
Board Member Two
Board Member Three
Board Member Four
Board Member Five

U.S. Department of Housing and Urban Development

Exhibit A

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

ATTACHMENT A

Quarterly Progress Report

The following template is to be utilized for the quarterly progress reports for the Community Revitalization Grants.

Name of Grantee <u>City of Gulfport</u> Date _____
Project Number: R-109-202-07-KCR
Project Description:

1. Please describe the milestones completed during this quarter as they relate to the Statement of Work, schedule for completion, and the budget for this project.

(Insert text here)

2. Please describe any roadblocks that prevented milestones from being completed.

(Insert text here)

3. Please discuss how the task-based schedule for completion of work will be or has been adjusted, and provide a copy of a new schedule for the upcoming quarter.

(Insert text here)

4. Please list the CDBG funds planned vs. actual for the reporting period.

Deliverables for Quarter: Enter March, June, September or December, and year

For activities that are not applicable to your community's grant, please enter N/A in the "Units" field.

Activity	Units
Debris Removal	
# of properties	
# of businesses	
# of households benefiting	
# of persons benefiting	TOTAL
White	
Black/African American	
Asian	
American Indian/Other Pacific Islander	
American Indian/Alaskan native and White	
Asian and White	
Black/African American and White	
American Indian/ Alaskan Native and Black/African American	
Hispanic	
Other Multi Racial	
Clearance and Demolition	
# of properties	
# of housing units	
# of buildings (non-residential)	
# of public facilities	
# of businesses	
# of non-business organizations benefiting	
Rehabilitation or Construction of structures	
# of households benefiting	
# of housing units	
# of buildings (non-residential)	
# of public facilities	
# of businesses	
# of non-business organizations benefiting	
# of households benefiting	
# of persons benefiting	TOTAL
White	
Black/African American	
Asian	
American Indian/Other Pacific Islander	
American Indian/Alaskan native and White	
Asian and White	
Black/African American and White	
American Indian/ Alaskan Native and Black/African American	
Hispanic	

Other Multi Racial

**Acquisition, Construction,
Reconstruction of public facilities**

# of households benefiting		
# of persons benefiting		TOTAL
	White	
	Black/African American	
	Asian	
	American Indian/Other Pacific Islander	
	American Indian/Alaskan native and White	
	Asian and White	
	Black/African American and White	
	American Indian/ Alaskan Native and Black/African American	
	Hispanic	
	Other Multi Racial	
# of properties		
# of housing units		
# of buildings (non-residential)		
# of public facilities		
# of non-business organizations benefiting		
# of linear feet of public improvement		
# of linear miles of public improvement		

**Acquisition of buildings for the
general conduct of government**

of buildings

**Construction of buildings for the
general conduct of government**

# of buildings (non-residential)		
# of persons benefitting		TOTAL
	White	
	Black/African American	
	Asian	
	American Indian/Other Pacific Islander	
	American Indian/Alaskan native and White	
	Asian and White	
	Black/African American and White	
	American Indian/ Alaskan Native and Black/African American	
	Hispanic	
	Other Multi Racial	

Rehabilitation/Reconstruction of a public improvement

# of persons benefiting		TOTAL
	White	
	Black/African American	
	Asian	
	American Indian/Other Pacific Islander	
	American Indian/Alaskan native and White	

Asian and White
Black/African American and White
American Indian/ Alaskan Native and
Black/African American
Hispanic
Other Multi Racial

of Linear feet of public improvement
of Linear miles of public improvement

**Rehabilitation/Reconstruction of
other non-residential structures**

of buildings (non-residential)
of public facilities
of businesses
of non-business organizations
benefiting
of persons benefiting

TOTAL

White
Black/African American
Asian
American Indian/Other Pacific Islander
American Indian/Alaskan native and White
Asian and White
Black/African American and White
American Indian/ Alaskan Native and
Black/African American
Hispanic
Other Multi Racial

**Rehabilitation/Reconstruction of
public facilities**

of housing units
of public facilities
of non-business organizations
benefiting
of households benefiting
of persons benefiting

TOTAL

White
Black/African American
Asian
American Indian/Other Pacific Islander
American Indian/Alaskan native and White
Asian and White
Black/African American and White
American Indian/ Alaskan Native and
Black/African American
Hispanic
Other Multi Racial

of linear feet of public improvement
of linear miles of public improvement

**Construction/Reconstruction of
Streets**

# of public facilities	
# of non-business organizations	
# of persons benefiting	TOTAL
	White
	Black/African American
	Asian
	American Indian/Other Pacific Islander
	American Indian/Alaskan native and White
	Asian and White
	Black/African American and White
	American Indian/ Alaskan Native and Black/African American
	Hispanic
	Other Multi Racial
# of Linear feet of public improvement	
# of linear miles of public improvement	

Acquisition - buyout of non-residential properties

# of properties	
# of buildings (non-residential)	
# of businesses	
# of non-business organizations benefiting	
# of households benefiting	
# of persons benefiting	TOTAL
	White
	Black/African American
	Asian
	American Indian/Other Pacific Islander
	American Indian/Alaskan native and White
	Asian and White
	Black/African American and White
	American Indian/ Alaskan Native and Black/African American
	Hispanic
	Other Multi Racial

Acquisition - General

# of properties	
# of housing units	
# of households benefiting	
# of persons benefiting	TOTAL
	White
	Black/African American
	Asian
	American Indian/Other Pacific Islander
	American Indian/Alaskan native and White
	Asian and White
	Black/African American and White
	American Indian/ Alaskan Native and Black/African American
	Hispanic

Other Multi Racial

Planning

of buildings (non-residential)

of persons benefiting

TOTAL

White

Black/African American

Asian

American Indian/Other Pacific Islander

American Indian/Alaskan native and White

Asian and White

Black/African American and White

American Indian/ Alaskan Native and

Black/African American

Hispanic

Other Multi Racial

CITY/TOWN OF _____

_____ PROJECT

PROJECT # _____

_____ QUARTERLY REPORT

PROJECT TIMELINE/SCHEDULE:

% Complete

% Complete

Completion of Plans and Specs.

Insert Date

Receive Bids

Insert Date

Notice to Proceed

Insert Date

Construction Complete

Insert Date

Project Closeout

Insert Date

LOW/MOD INFORMATION:

Total Beneficiaries (LOWMODUNIV)

Total Low (PLOW)

Total Mod (PMOD –PLOW)

City of Gulfport

Budget Amendment Request

Fund Name	Katrina CDBG -Brickyard Bayou	Date	3/8/2016
Department #	542 -05849	Budget Entry #	
Department Name	Administration		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personal Services	\$ 50,000.00		\$ -	\$ 50,000.00
Supplies	\$ -			\$ -
Other Services	\$ -	\$ - #	\$ -	\$ -
Capital Projects	\$ -		\$ -	
Market Pavilion	\$ -	\$ -	\$ -	\$ -
Rice Pavilion	\$ -	\$ -	\$ -	\$ -
Jones Pk Phase IV	\$ -	\$ -	\$ -	\$ -
Fuel Service Facility	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -
Total	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
Revenue				
Cash Reserves				
Other				

Budget Establishment Brickyard Bayou Drainage Pre-Development Grant - KCDBG Account R-109-202-07-KCR (in the amount of \$50,000.00) for administrative costs.

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 _____, 2016, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING “PRE-DEVELOPMENT” GRANT AGREEMENT BETWEEN THE CITY OF GULFPORT AND THE MISSISSIPPI DEVELOPMENT AUTHORITY FOR THE “BRICKYARD BAYOU DRAINAGE” PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS REQUIRED TO EFFECTUATE THE AGREEMENT

WHEREAS, the City of Gulfport desires to undertake a project called the “Brickyard Bayou Drainage” Project; included in the aforementioned project are channel clearing, snagging, widening, replacement and installation of drainage pipes to alleviate flooding in the Brickyard Bayou area; and

WHEREAS, the Mississippi Development Authority has agreed to provide “Pre-Development” funding, from the Katrina Supplemental CDBG Disaster Program for the Brickyard Bayou Drainage Project to cover administrative and architectural and engineering costs in an amount not to exceed \$50,000.00; and

WHEREAS, it is necessary that the City of Gulfport enter into a written Grant Agreement with the Mississippi Development Authority to accept the grant funding noted herein.

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

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

Section 2. That the City of Gulfport be and it is hereby authorized to accept the Katrina Supplemental CDBG Disaster Program Grant (Contract#R-109-202-07-KCR) for Pre-Development funding for the Brickyard Bayou Project and the Mayor be and he is hereby authorized to execute any and all documents as may be required to accept and administer the grant, including those documents attached as a part of Exhibit “A”.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2016.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Karen McCarty, Grants Management
Community Development

Date: 02/26/2016

Subject: Resolution - ratifying Modification #1 to Pre-Development Grant - Brickyard Bayou Drainage, KCDBG Grant R-109-202-07-KCR. to increase the pre-development grant by \$1,918,580.00.

Recommendation:

Memorandum – *City of Gulfport. . .*

Community Development Department

To: Mayor Billy Hewes
John Kelly, Chief Administrative Officer
Council Members – Kenneth ‘Truck’ Casey, Sr., Ricky Dombroski, Ella Holmes-Hines,
R. B. ‘Rusty’ Walker, IV, Myles Sharp, Robert ‘R. Lee’ Flowers, Cara L. Pucheu

CC: Linda Elias, Comptroller

From: Karen C. McCarty,
Community Development Administrator

Date: February 26, 2016

Please place the following items on the March 8, 2016 Council Agenda:

Resolution to ratify Modification #1 to the Pre-Development Grant Agreement between City of Gulfport and Mississippi Development Authority, Contract #R-109-202-07-KCR, “Brickyard Bayou Drainage.”

Modification #1 increase Grant by \$ 4,000,000.00 transferred West Harbor Expansion (Elevated Fuel Facility) R-109-202-06-KCR with \$1,918,580.00 assigned to Pre-Development costs. The remaining \$2,081,420.00 will be added at full development. Additional funds provided for costs associated with Legal fees, easements/acquisition/ROW, Appraisals and Abstracts. The grant period is also extended to August 31, 2016.

Budget Amendment to establish accounts is attached.

Contract Period: August 5, 2014 to August 31, 2016.

Funding Source: Katrina Supplemental Disaster CDBG

Memorandum – *City of Gulfport...*

Community Development Department

To: Mayor Billy Hewes
John Kelly, Chief Administrative Officer
Council Members – Kenneth 'Truck' Casey, Sr., Ricky Dombroski, Ella Holmes-Hines,
R. B. 'Rusty' Walker, IV, Myles Sharp, Robert 'R. Lee' Flowers, Cara L. Pucheu

CC: Linda Elias, Comptroller

From: Karen C. McCarty,
Community Development Administrator

Date: February 26, 2016

Please place the following items on the March 8, 2016 Council Agenda:

Resolution to ratify Modification #1 to the Pre-Development Grant Agreement between City of Gulfport and Mississippi Development Authority, Contract #R-109-202-07-KCR, "Brickyard Bayou Drainage."

Modification #1 increase Grant by \$ 4,000,000.00 transferred West Harbor Expansion (Elevated Fuel Facility) R-109-202-06-KCR with \$1,918,580.00 assigned to Pre-Development costs. The remaining \$2,081,420.00 will be added at full development. Additional funds provided for costs associated with Legal fees, easements/acquisition/ROW, Appraisals and Abstracts. The grant period is also extended to August 31, 2016.

Budget Amendment to establish accounts is attached.

Contract Period: August 5, 2014 to August 31, 2016.

Funding Source: Katrina Supplemental Disaster CDBG

MISSISSIPPI DEVELOPMENT AUTHORITY

MODIFICATION SIGNATURE SHEET

501 North West Street • Post Office Box 849

Jackson, Mississippi 39205

1. Recipient's Name, Address and Telephone No. City of Gulfport P. O. Box 1780 Gulfport, MS 39501 228-868-5700 Brickyard Bayou	2. Effective Date 8-5-14	
	3. Contract Number: R-101-202-07-KCR	Grant Number: R-101-202-07-KCR
	4. Modification Number: 1 - Pre-Development	
	5. Grant Identifier: (Funding Source & Year) CDFA# 14.219 & 14.228	
	6. Beginning & Ending Dates: through 8/5/14 through 12/31/15 @ 8/31/16 @	
7. Page 1 of 3		

8. As a result of this Modification, funds obligated are changed as follows:

	KCDBG	FEMA Funds	Other: CIAP/CITY
From	\$ 50,000.00	\$ -	\$ -
To	\$ 1,968,580.00	\$ -	\$ -
Increase of	\$ 1,918,580.00		\$ -
Decrease of	\$ -		

9. The above recipient is hereby modified as follows: This pre-development budget mod #1 will increase grant budget by \$1,918,580.00 to allow for pre-development expenses of easements/acquisitions, legal, appraisal, re-appraisal, title abstract required to achieve full development grant. *and extend the grant @*

10. Except as hereby modified, all terms and conditions of the subcontract remain unchanged. *The total grant award will increase by 4,000,000 with 1,968,580.00 assigned to Pre-development cost. The remaining 2,081,420.00 will be added at full development @*

11. Approved for Agency:
Daron W. Wilson 2/4/16
 Signature Date
 Name: Daron Wilson
 Title: Chief Operating Officer
 Disaster Recovery

12. Approved Receipt:
John Kelly 9-10-15
 Signature Date
 Name: John Kelly
 Title: Chief Administrative Officer

RECEIVED

SEP 14 2015

DISASTER RECOVERY DIV.

MDA DRD
BUDGET MODIFICATION WORKSHEET

City of Gulfport

R-103-202-07-KCR

Note: List CDBG Funds where changes are made.

[illegible]

Full Development Budget

MDA DRD

BUDGET MODIFICATION WORKSHEET

Recipient:

City of Gulfport

Contract Number:

R-10¹-202-07-KCR

Note: List CDBG Funds where changes are made.
Brickyard Bayou

Activity	Current Budget	Proposed Budget	Change (+/-)
Administration	50,000.00	50,000.00	0.00
Application Prep	0.00	0.00	0.00
Arch/Engineering	104,000.00	104,000.00	0.00
Contingency	46,000.00	300,000.00	254,000.00
Constuction	800,000.00	2,627,420.00	1,827,420.00
Easement/Acq/ROW	0.00	1,802,080.00	1,802,080.00
Appraisal/Abstract	0.00	76,500.00	76,500.00
legal	0.00	40,000.00	40,000.00
	0.00	0.00	0.00
	0.00	0.00	0.00
Total		Total	Total
	1,000,000.00	5,000,000.00	4,000,000.00

City of Gulfport

Budget Amendment Request

Fund Name	Katrina CDBG -Brickyard Bayou	Date	3/8/2016
Department #	542 -05849	Mod #1	
Department Name	Administration		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personal Services	\$ 50,000.00		\$ -	\$ 50,000.00
Supplies	\$ -			\$ -
Other Services	\$ -	\$ - #	\$ 1,918,580.00	\$ 1,918,580.00
Capital Projects	\$ -		\$ -	
Market Pavilion	\$ -	\$ -	\$ -	\$ -
Rice Pavilion	\$ -	\$ -	\$ -	\$ -
Jones Pk Phase IV	\$ -	\$ -	\$ -	\$ -
Fuel Service Facility	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -
Total	\$ 50,000.00	\$ -	\$ 1,918,580.00	\$ 1,968,580.00
Revenue				
Cash Reserves				
Other				

Budget Mod #1 increases Pre-Development budget by \$1,918,580.00 for Legal, Easements, Acquisitions, ROW, Appraisals, Re-Appraisals from 8th Ave - 34th Avenue.

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 _____, 2016, the following Resolution:

**A RESOLUTION RATIFYING MODIFICATION NO. 1 TO THE
PRE-DEVELOPMENT GRANT AGREEMENT CONCERNING CDBG,
CONTRACT R-109-202-07-KCR, “BRICKYARD BAYOU DRAINAGE”**

WHEREAS, on a prior date, the Gulfport City Council authorized execution of a contract with the Mississippi Development Authority (Contract R-109-202-07-KCR) which pertains to the CDBG funds awarded the City for the “Brickyard Bayou Drainage” project; and

WHEREAS, in the course of the administration of the grant, it became necessary to modify the budget for the project and extend the contract term as more fully set forth in the documents attached hereto as Exhibit “A”; and

WHEREAS, it is necessary that the City Council ratify Modification Number 1 and the the “Budget Amendment Request” (attached hereto as Exhibit “A”).

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

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

SECTION 2. That the Modification Number 1 and the “Budget Amendment Request” in which the modification is embodied be and the same are hereby ratified by the Gulfport City Council.

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 _____, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2016.

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Karen McCarty, Grants Management
Community Development

Date: 02/26/2016

Subject: Resolution - ratifying Pre-Development Grant between City of Gulfport and Mississippi Development Authority for Coffee Creek Drainage and Public Facilities, KCDBG R-109-202-08-KCR in the amount of \$50,000.00.

Recommendation:

Memorandum – *City of Gulfport. . .*

Community Development Department

To: Mayor Billy Hewes
John Kelly, Chief Administrative Officer
Council Members – Kenneth ‘Truck’ Casey, Sr., Ricky Dombroski, Ella Holmes-Hines,
R. B. ‘Rusty’ Walker, IV, Myles Sharp, Robert ‘R. Lee’ Flowers, Cara L. Pucheu

CC: Linda Elias, Comptroller

From: Karen C. McCarty,
Community Development Administrator

Date: February 26, 2016

Please place the following items on the March 8, 2016 Council Agenda:

Resolution to ratify the Pre-Development Grant Agreement between City of Gulfport and Mississippi Development Authority, Contract #R-109-202-08-KCR, “Coffee Creek Drainage and Public Facilities.”
In the amount of \$50,000.00.

Budget Amendment to establish account is attached.

Contract Period: August 5, 2014 to December 31, 2015.

Funding Source: Katrina Supplemental Disaster CDBG



STATE OF MISSISSIPPI
PHIL BRYANT, GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
GLENN MCCULLOUGH, JR.
EXECUTIVE DIRECTOR

July 15, 2015

City of Gulfport
Attn: Karen McCarty
Community Development Division
P.O. Box 59
Gulfport, MS 39502

Dear Mrs. McCarty:

Enclosed is an original copy of Katrina Community Revitalization CDBG Pre-Development contract for the **City of Gulfport – Coffee Creek Drainage and Recreational Improvements project**.

Please retain the original copy for your records. The copy should be kept in the file with other information and documentation related to the grant.

We thank you for your commitment to rebuilding after Hurricane Katrina. If you have any questions, or would like additional information please contact me at 601-359-3036.

Sincerely,

A handwritten signature in blue ink that reads "Nikki White".

Nikki White
Program Manager
Disaster Recovery Division

**MISSISSIPPI DEVELOPMENT AUTHORITY
SUBGRANT SIGNATURE SHEET
501 North West Street, 5th Floor (zip: 39201) • Post Office Box 849 (zip: 39205)
Jackson, Mississippi**

1. Sub-grantee's Name, Address, and Telephone Number

City of Gulfport

2309 15th Street

Gulfport, MS 39502

Phone: 228-868-5700

Fax: 228-868-5800

2. Effective Date: August 05, 2014

3. Sub-grant Number: R-109-202-08-KCR

4. Grant Identifier: (Funding Source & Year):

CFDA Number: 14.219 & 14.228

5. Beginning and Ending Dates:
08/05/2014 – 12/31/2015

6. Sub-grant Payment Method:

___ Cost Reimbursement

X Current Needs

___ Fixed Unit or Performance Based

7. Page 1 of 23

8. Project Description: **Coffee Creek Drainage and Recreational Improvements**

This project consists of reshaping the channel, snagging, clearing, replacing drainage pipes, aesthetic and recreational improvements, and creating an earthen trail/boardwalk.

A detailed statement of work, pre-development budget and timeline are included in the grant application and incorporated into this agreement.

9. National Objective:

X Low/Moderate Income

___ Slums or Blight

___ Urgent Needs

10. The following funds are obligated:

Federal Other

\$50,000 \$ 0

11. The sub-grantee agrees to operate the program outlined in this sub-grant in accordance with all provisions of this sub-grant included herein. The following sections are attached and incorporated into this agreement:

X Budget

X Special Provisions Stipulated by HUD

X General Terms and Conditions

X HUD Disaster Community Development Block Grant Assurances

X Special Conditions

X Financial Management

All policies, terms, conditions, and provisions of the current notebooks entitled *Community Development Block Grant Program*, *CDBG Implementation Manual*, and *CDBG Policy Statements* are also incorporated into this agreement, and Sub-grantee agrees to fully comply therewith.

12. Approved for Contractor:

Signature

Date

Name: Daron D. Wilson

Title: Chief Operating Officer

13. Approved for Sub-grantee:

Signature

Date

Name: Billy Hewes

Title: Mayor, City of Gulfport

RECEIVED

JUL 13 2015

DISASTER RECOVERY DIV.

Katrina Supplemental CDBG Program Pre-Development Budget Summary

Applicant: City of Gulfport (Coffee Creek)

Funding Year: 2006

Grant Year: 2014

Contract: #R-109-202-08-KCR

Description	MDA	IDIS	Other Funding Sources			
Administration			Katrina CDBG			Total
General Administration			50,000			\$50,000
Application Prep.						\$ 0.00
Audit						\$ 0.00
Subtotal (A)			\$50,000	\$0.00	\$0.00	\$0.00
						\$50,000
Description	MDA	IDIS	Other Funding Sources			
Public Facilities			Katrina CDBG	Local Cash		Total
Acquisition						\$ 0.00
Architectural/Engineering						\$ 0.00
Bridges						\$ 0.00
Construction of Public Building						\$ 0.00
Contingency						\$ 0.00
Demolition						\$ 0.00
Drainage & Flood Protection						\$ 0.00
Fire protection						\$ 0.00
Legal						\$ 0.00
Public Service						\$ 0.00
Rail						\$ 0.00
Renovation of Public Building						\$ 0.00
Sewage Pumping Station						\$ 0.00
Sewage Treatment						\$ 0.00
Sewer Line(s)						\$ 0.00
Street & Road Improvements						\$ 0.00
Water Booster Station						\$ 0.00
Water Line(s)						\$ 0.00
Water Tank						\$ 0.00
Water Treatment						\$ 0.00
Water Well						\$ 0.00
Other						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
						\$ 0.00
Subtotal (B)			\$ 0.00	\$0.00	\$0.00	\$0.00
						\$ 0.00
Grand Total (A + B)			\$50,000	\$0.00	\$0.00	\$0.00
						\$50,000

Katrina CDBG Supplemental funds cannot be used for any activity or which funds have been made available by any Federal Agency including FEMA or the Army Corps of Engineers.

GENERAL TERMS AND CONDITIONS

Award is hereby made in the amount and for the period shown above of a grant under the Department of Defense Appropriations Act, 2006 (Public Law 109-148) approved December 30, 2005, to the above mentioned recipient, in accordance with the plan set forth in the application of the above mentioned recipient and subject to any attached revisions or special conditions.

This contract is subject to all applicable rules, regulations, conditions, and assurances as prescribed by the Mississippi Development Authority's (MDA) Community Development's Block Grant Program, as well as the U.S. Department of Housing and Urban Development's Community Development Block Grants: State's Program Final Rule (24CFR Part 570), and to each and every Federal and State Statute and guideline affecting the application for, receipt of, and expenditure of Community Development Block Grant funds. It is also subject to such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 97-35 and P.L. 98-8.

This contract is also made subject to any and all conditions, special conditions, and assurances attached hereto and made a part hereof at the time of the award of these funds. The application submitted for these funds is incorporated by reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained therein.

Any unauthorized change or amendment by the recipient to the provisions of this contract shall be considered invalid, and the Mississippi Development Authority reserves the right not to reimburse the recipient for any expenses or costs associated with such an unauthorized change or amendment.

The Mississippi Development Authority reserves the right to withhold grant funds or to terminate this contract for cause, if the recipient fails to fulfill in a timely and proper manner the obligations under this contract or if the recipient should violate any of the covenants, agreements, conditions, special conditions, or assurances of this contract, by giving written notice to the recipient of the suspension or termination, specifying the effective date thereof, at least five (5) days before the effective date thereof.

The recipient hereby agrees that the project and activities for which these grant funds are awarded shall constitute a fully completed and operative project upon conclusion, and the recipient further agrees that in the event the costs of the project exceed the funds awarded under this contract, then it is understood that the state will not provide additional funding.

This grant shall become effective on the beginning date of the grant period provided that this contract shall have been fully completed, executed by the recipient, and received in the office of the Mississippi Development Authority.

Sub-grantees are prohibited from contracting with or making sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred by any federal agency, the Mississippi Development Authority (MDA's), or other Mississippi state agency. Suspension or debarment may apply to new and/or ongoing transactions. An official copy of MDA's Debarment and Suspension Policy and all applicable regulations and guidelines can be obtained from MDA, Community Services Division by calling (601) 359-3179.

**SPECIAL CONDITIONS
COMMUNITY REVITALIZATION**

I. CONDITIONS THAT REQUIRE WRITTEN CLEARANCE FROM THE DIASTER RECOVERY DIVISION, MISSISSIPPI DEVELOPMENT AUTHORITY

A. Mississippi State Department of Health Approval

If applicable, prior to the release of any CDBG funds for water improvement construction, the Sub-grantee shall provide written documentation that the plans and specifications have been approved by the Mississippi State Department of Health.

B. Department of Environmental Quality Approval

If applicable, prior to the release of any CDBG funds for wastewater or solid waste improvement construction, the Sub-grantee shall provide written documentation that the plans and specifications have been approved by the Mississippi Department of Environmental Quality, Office of Pollution Control.

C. Mississippi Public Service Commission Approval

If applicable, prior to the release of CDBG funds for water, sewer, and gas system construction, the Sub-grantee shall provide evidence that the Mississippi Public Service Commission has issued a "Certificate of Public Convenience and Necessity" for improvements in an uncertificated and/or unserved area, and/or the transfer of ownership of a system.

II. OTHER SPECIAL CONDITIONS

A. Fair Housing Plan

The Sub-grantee shall have on file a document for promoting Fair Housing.

B. Building Standards

If applicable, all building construction shall comply with the applicable codes and standards approved by the 2003 International Code Council or to locally adopted codes, whichever are more stringent.

C. State Aid Standards

If applicable, streets or access roads shall be designed and constructed at least to minimum State Aid standards or to local subdivision standards, whichever are more stringent.

D. Budget Revision Acceptance

The Sub-grantee agrees and accepts all changes to the budget pages of its CDBG application; and the revised budget forms attached to this contract shall constitute the true and correct budget for the Sub-grantee's CDBG project, and are hereby incorporated by reference herein and made a part of this contract.

E. In-Kind Services

If applicable, any in-kind services to be performed by the Sub-grantee or others designated as local match funds must be adequately documented or make actual dollar contributions to provide for the local match funds.

F. Leveraged Funds

1. The Sub-grantee is held to its leveraged fund commitment as stated in the approved application.
2. Should a portion of the matching funds not be required (i.e., low bids, MDA approved change in scope of work), MDA, Community Services Division, will reduce the grant proportionately so that the leveraging ratio holds constant regardless of how funds are budgeted.
3. CDBG funds must be drawn down in proportion with matching funds for each activity as applicable.

G. LMI Hook-Ups

Low- and moderate-income persons must actually be hooked up to the system in order to be counted as beneficiaries on water, sewer, or gas projects. CDBG funds cannot be used to install nor connect service lines if the property is owned by a person who is not of low- or moderate-income, even if the renter is of low- or moderate-income. The cost of connecting LMI property owners to the service lines can be paid from CDBG or other funds, but the connection to the system must be at no cost to the LMI beneficiaries.

H. Availability of Funds

This contract is contingent on the availability of funds from the U.S. Department of Housing and Urban Development.

I. Lease of Buildings Funded Through Public Facilities

Funds awarded through the Community Revitalization category for the construction of buildings for public services, i.e., human services, mental health, county health departments, medical clinics, etc., cannot be leased. No income can be generated from the use of a building which was constructed with CDBG grant funds.

J. Deliverables

The Sub-grantee shall submit regular progress reports to the Grantee in the form, content, and frequency as required by the Grantee. The deliverables listed below will be reported quarterly on the following dates:

- March 15
- June 15
- September 15
- December 15

The MDA has provided a template for quarterly progress reports and is included as Attachment A, which will include the following deliverables:

- Performance measures appropriate to the grant activity:
 - **Debris Removal**
 - # of properties
 - # of businesses
 - # of households benefiting
 - # of persons benefiting*
 - **Clearance and Demolition**
 - # of properties
 - # of housing units
 - # of buildings (non-residential)
 - # of public facilities
 - # of businesses
 - # of non-business organizations benefiting
 - **Rehabilitation or reconstruction of structures**
 - # of households benefiting
 - # of housing units
 - # of buildings (non-residential)
 - # of public facilities
 - # of businesses
 - # of non-business organizations benefitting
 - # of households benefiting
 - # of persons benefiting*
 - **Acquisition, construction, reconstruction of public facilities**
 - # of households benefiting
 - # of persons benefiting*
 - # of properties
 - # of housing units
 - # of buildings (non-residential)
 - # of public facilities
 - # of non-business organizations benefiting
 - # of linear feet of public improvement
 - # of linear miles of public improvement
 - **Acquisition of buildings for the general conduct of government**
 - # of buildings (non-residential)
 - **Construction of buildings for the general conduct of government**
 - # of buildings (non-residential)
 - # of persons benefiting
 - **Rehabilitation/reconstruction of a public improvement**
 - # of persons benefiting*
 - # of linear feet of public improvement
 - # of linear miles of public improvement
 - **Rehabilitation/reconstruction of other non-residential structures**
 - # of buildings (non-residential)
 - # of public facilities
 - # of businesses
 - # of non-business organizations benefiting
 - # of persons benefiting*
 - **Rehabilitation/reconstruction of public facilities**
 - # of housing units
 - # of public facilities
 - # of non-business organizations benefiting
 - # of households benefiting
 - # of persons benefiting *

- # of linear feet of public improvement
 - # of linear miles of public improvement
- **Construction/reconstruction of streets**
 - # of public facilities
 - # of non-business organizations
 - # of persons benefiting*
 - # of Linear feet of public improvement
 - # of linear miles of public improvement
- **Acquisition – buyout of non-residential properties**
 - # of properties
 - # of buildings (non-residential)
 - # of businesses
 - # of non-business organizations benefiting
 - # of households benefiting
 - # of persons benefiting
- **Acquisition – General**
 - # of properties
 - # of housing units
 - # of households benefiting
 - # of persons benefiting
- **Planning**
 - # of buildings (non-residential)
 - # of persons benefiting*
- Milestones completed during the reporting period as they relate to the Statement of Work, timeline and budget.
- Roadblocks or delays that prevented milestones from being completed.
- An amended task-based schedule for completing the work.
- CDBG funds planned vs. actual for the reporting period.

*Number of persons benefitting will be broken out as follows:

<u>Race</u>	<u>Total</u>
White	
Black/African American	
Asian	
American Indian/Other Pacific Islander	
American Indian/Alaskan Native and White	
Asian and White	
Black/African American and White	
American Indian/Alaskan Native and Black/African American	
Hispanic	
Other Multi Racial	

K. Nonperformance Standard

If at the end of the contract period (as stated in Item 5 on page 1 of the grant agreement) construction has not begun, the Mississippi Development Authority, may, at its option, terminate this contract and recapture funds allocated. No contract extensions will be granted unless the Sub-grantee can document circumstances beyond its control that prevented construction.

L. Fire Safety Codes

If applicable, the Sub-grantee must comply with local fire safety codes.

M. Program Income

The sub-recipient shall report quarterly all program income (as defined at 24 CFR 570.500 (a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-recipient shall comply with the requirements set forth at 24 CFR 570.504 whether that income is generated during or after the contract period. By way of further limitations, the Sub-recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving loan fund account is not program income and shall be remitted promptly to the Grantee.

N. Request for Cash

To request cash the sub-recipient shall submit the following: Request for Cash Form, Request for Cash Consolidated Support Sheet and Cash Summary Support sheet along with other required documentation to support the expenditures.

O. Close-Out Package

Within 90 days after the completion or expiration of the grant agreement, the Sub-grantee must submit a complete and acceptable close-out package.

P. The sub-recipient must complete and submit an IRS W-9 Form.

All sub-recipients, unless specifically exempted, must be set up for payment through PayMode, the State's e-payment vehicle. This is a tool that captures the payment and remittance information and pushes it electronically to the vendor. To register for PayMode, the sub-recipient should go to the Bank of America's enrollment website at <http://portal.paymode.com/ms/>

The sub-recipient is a valid email address in order to enroll in PayMode. This email address can be obtained through one of the free email services such as Yahoo or Hotmail. The sub-recipient must also have access to a computer. The sub-recipient may request assistance in enrolling with the State's e-payment provider by contacting the State via email at mash@dfa.state.ms.us or by calling the DFA MASH helpdesk at (601) 359-1343.

The sub-recipient must register in MAGIC as a Grantee.

All sub-recipients must be registered with Mississippi's Accountability System for Government Information and Collaboration, or "MAGIC". MAGIC is the statewide accounting and procurement system of record, encompassing Finance (accounting, budgeting, grants management), Logistics (procurement, fleet management, inventory management), and Data Warehouse functionality. Please visit the website below to register as a Grantee:

https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100

Q. Application

The application and all supporting documentation are incorporated by reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained herein.

FINANCIAL MANAGEMENT, REPORTS AND RECORD KEEPING

The local government shall comply with all MDA, State of Mississippi, Office of Management and Budget (OMB) and CDBG rules, regulations, circulars, policies, and procedures on financial management for all contract expenditures. The local unit of government shall ensure that its financial management systems provide the necessary internal controls, accounting records and reporting systems to meet generally accepted accounting standards and comply with the applicable OMB uniform cost principles for the type of entity receiving the funds.

MDA reserves the right to inspect the local unit of government's financial management systems and to impose additional accounting requirements to ensure that accounting requirements are being met.

- A. Access to Records and Facilities - The State of Mississippi, Federal monitors and auditors and any persons duly authorized by the Federal government, the State of Mississippi and MDA shall have full access to and the right to examine and copy any or all books, records, documents and other materials regardless of form or type which are pertinent to contract performance or which reflect direct and indirect costs related to this contract. Access right shall continue during the record retention period after the contract's ending date. This access right shall extend to all business hours and places where any contract activity is conducted. MDA shall include these access requirements in all subcontracts.
- B. Audits and Monitoring - The local unit of government shall adhere to applicable Office of Management and Budget (OMB) Circulars and other applicable Federal, State of Mississippi and MDA regulations, policies and procedures governing audits and monitoring. Recipients' of Federal awards, as defined by OMB Circular A-133 and 29 CFR 99, shall maintain records that identify all Federal funds received and expended. The local unit of government shall comply with any applicable future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

The local unit of government shall be audited annually in accordance with Circular A-133 or, if A-133 is inapplicable, shall arrange for an annual audit of contract funds received from MDA. All governmental and nonprofit organizations must follow the audit requirements of OMB Circular A-133.

All audits shall conform to generally accepted auditing and accounting standards and MDA policies and procedures. A copy of each year's financial audit report, which provides a specific reference to this contract, shall be mailed to MDA within one week after its receipt by the local unit of government. All audit reports shall be finalized within six months after the contract's ending date unless an alternative date is agreed to in writing by MDA. All audit costs shall be the local unit of government's responsibility.

- C. Procurement - The local unit of government must comply with all State and Federal laws dealing with purchasing and acquisition for goods, services and other allowable cost as specified in the application.

**SPECIAL PROVISIONS AND REGULATIONS
STIPULATED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

For the purpose of clarification, "Contracted Party" shall refer to the Subrecipient or Subgrantee and to all individuals, firms, companies, businesses, firms or related entities in relationship with it, contractual or otherwise, for this Contract.

1. Access of MDA, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books

The Contracted Party agrees to allow MDA, the State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives, at all reasonable times, access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Furthermore, the Contracted Party shall allow any of the aforesaid parties, at all reasonable times, access to any portion of the project in which the Contracted Party is involved until the completion of all close-out procedures respecting this grant.

2. Termination of Contract For Cause

If, through any cause, the Contracted Party fails to fulfill in a timely, proper and satisfactory manner its obligations under this Contract, or if it violates any of the covenants, agreements, or stipulations of this Contract, MDA shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to MDA for damages sustained by virtue of any breach of the Contract by the Contracted Party. MDA may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due MDA from the Contracted Party is determined.

3. Termination for Convenience of the Grantee

MDA may terminate this Contract any time by providing a written notice from MDA to the Contracted Party giving the effective date of the termination. If the Contract is terminated by MDA as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made, provided that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. Changes

MDA may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the

amount of the Contracted Party's compensation which are mutually agreed upon by and between the parties, shall be incorporated in written amendments to this Contract.

5. Cost Overruns

The Contracted Party agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the Contracted Party.

6. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of OMB Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

7. Records

The Contracted Party shall maintain all books, records, and other documents required by the federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this agreement. Such records shall include, but not limited to, the following as applicable:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28; and,
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

8. Personnel

The Contracted Party represents that it has or will secure all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with MDA.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving a sentence in a penal or correctional institution shall be employed on work under this Contract.

9. Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contracted Party shall comply with all applicable "Anti-Kickback" regulations and shall

insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

10. Withholding of Salaries

If, in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontractors working on this project, MDA shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by MDA for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

11. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

12. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to MDA for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. Anti-Discrimination Clauses

In operation of the project to which this grant relates, no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, national origin, age, disability, or political affiliation or belief.

Therefore, the Contracted Party will comply with the following clauses:

- a) Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the

grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- b) Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and,
- c) Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance. Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. Section 3 Clause

The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) ("Section 3"). Section 3 requires that when employment or contracting opportunities are generated by HUD-funded projects, preference is given to low and very low-income persons and businesses residing in the community where the project is located. Any responsive, responsible bidder that qualifies as a Section 3 Business Concern will be given a preference during evaluation as set forth below. A bidder selected for this Project will be responsible for ensuring compliance with all Section 3 requirements including, but not limited to, the hiring and contracting decisions made on the Project.

All bidders are required to demonstrate commitment to the achievement of the KCDBG Section 3 goals in one of the following two ways:

- a) A bidder must certify as a Section 3 business concern; or
- b) A bidder must provide a Section 3 plan detailing how the bidder will meet the required Section 3 subcontracting goal of providing subcontracting opportunities to Section 3 business concerns in an amount not less than 10% of the total contract amount. In its subcontracting plan, the bidder should include the necessary number of Section 3 business subcontractors to meet or exceed the goal for this contract. The plan should also clearly state the total dollar value that will be self-performed and the total dollar value which will be subcontracted to Section 3 Business Concerns; providing for each listed Section 3 Business Concern a fully completed Section 3 Business Certification form including the company name, address, contact person, telephone number, and e-

mail address; the amount to be performed/subcontracted; the scope of work to be performed; and the anticipated timeframe for performance of the work.

If a bid is submitted without satisfying one of the two requirements set forth above, then that bid will be deemed non-responsive and rejected; provided, however, that in the event the Prime Contractor bidder, itself, is a Section 3 Business Concern and provides the requisite documentation in support thereof, such bidder will be encouraged, but not required to extend subcontracting opportunities to Section 3 business concerns as contemplated by this paragraph.

16. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. Health and Safety Standards

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. 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 purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

18. Compliance with Local Laws

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

19. Compliance with the Mississippi Employment Protection Act

The Contracted Party represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 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 electronic verification system replacing the E-Verify Program. The Contracted Party agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. The Contracted Party 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. The Contracted Party understands and agrees that any breach of these warranties may subject it to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (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 the Contracted Party by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the Contracted Party would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

20. Compliance with the Mississippi Jobs First Initiative

The Contracted Party represents and warrants that it will ensure its compliance with the Mississippi Jobs First Initiative, Senate Bill 2622 of the 2012 Mississippi State Legislature General Session (Section 31-5-37 Mississippi Code Annotated, as amended). The Initiative requires contractors that are awarded bids for public works projects that utilize funds received by State or local entities resulting from a federally declared disaster or a spill of national significance to register and list job opportunities with the Mississippi Department of Employment Security (MDES).

21. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of MDA. The Contracted Party shall be as fully responsible to MDA for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with all applicable regulatory provisions of this Contract.

22. Assignability

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of MDA provided that claims for money due or to become due the Contracted Party from MDA under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to MDA.

23. Code of Standards of Conduct

The Contracted Party will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter, which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.

24. Interest of Members of Local Public Agency and Others

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefits for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Sections 25-4-117 and 25-4-119, Mississippi Code Annotated (1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics in Government section.

25. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

26. Interest of Contractor

The Contracted Party covenants that it presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of the services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

27. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

28. Use of Influence

The chief executive officer certifies, to the best of his or her knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, 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 awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid 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 this federal contract, grant, loan, or cooperative agreement, the chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Contracted Party shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, Sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

29. Uniform Relocation Act Requirements

To the extent applicable, the Contracted Party will comply with all applicable requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630), as amended, and the implementing regulations and related requirements (including the requirement to provide a certification that the recipient is following a residential anti-displacement and relocation assistance plan under Section 104(d)) of the Act).

30. Excessive Force

The Contracted Party will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

31. Architectural Barriers Act and Americans with Disabilities

The Contracted Party will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

32. Environmental Compliance

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329). Therefore, the Contracted Party will:

- a) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 ("NEPA") and other provisions of law which further the purposes of NEPA, as set forth in the regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and
- b) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the HUD Secretary pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.

Its chief executive officer or other officer of applicant:

- a) Consents to assume the status of a responsible federal official NEPA and other provisions of federal law, as specified in 24 CFR Part 58; and
- b) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.

It will, in connection with its performance of environmental assessments under NEPA, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:

- a) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and
- b) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

It will comply with Executive Order Number 12898, issued February 11, 1994, by:

- a) Focusing attention on the environment and health conditions in minority and low-income communities; and
- b) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and
- c) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.

33. Flood Insurance Purchase Requirements

To the extent applicable, the Contracted Party agrees to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the HUD Secretary as an area having special flood hazards. The phrase, "federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

34. Energy Efficiency

All participants in the projects shall recognize 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 (PL 94-163).

35. Lead Based Paint

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.

36. Program Monitoring

The Contracted Party agrees to assist and cooperate with the federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

37. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of MDA.

CERTIFICATIONS/ASSURANCES

Certifications for applicants, waiver and alternative requirement. Section 91.325 of title 24 Code of Federal Regulations is waived. Each applicant must make the following certifications prior to receiving a CDBG disaster recovery grant:

- a. The applicant certifies that it will affirmatively further fair housing, which means that it will use the States analysis to identify impediments to fair housing choice within the applicants area, take appropriate actions to overcome the effects of any impediments identified through the States analysis, and maintain records reflecting the actions taken in this regard. (See 24 CFR 570.487(b)(2)(ii).)
- b. The applicant certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.
- c. The applicant certifies its compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.
- d. The applicant certifies it possesses the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this Notice.
- e. The applicant certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for this grant.
- f. The applicant certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
- g. The applicant certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.115 and 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).
- h. The applicant certifies that it is complying with each of the following criteria:
 - (1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, and restoration of infrastructure in the most impacted and distressed areas related to the consequences of the Gulf Coast hurricanes of 2005 in communities included in Presidential disaster declarations.
 - (2) The applicant will not attempt to recover any capital costs of public improvements assisted with CDBG disaster recovery grant funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless
 - i. disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or
 - ii. for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (A).
- i. The applicant certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

- j. The applicant certifies that they have adopted and is enforcing:
 - (1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - (2) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- k. The applicant certifies that it has the capacity to carry out disaster recovery activities in a timely manner.
- l. The applicant certifies that is will not use CDBG Disaster Recovery funds for any activity in an area delineated as a special flood hazard area in FEMA's most current flood advisory maps unless it also ensures that the action is designed or midified to minimize harm to or within the floodplain in accordance with Executive Order 11988 and 24 CFR part 55.
- m. The applicant certifies that it will comply with applicable laws.

PROJECT SIGNS

All local governments receiving Katrina Community Development Block Grant funds are required to place a project sign in the project area(s) as described below:

Project signs shall be installed when construction or rehabilitation activity begins and shall remain in place throughout the project activity period. The signs shall be placed at the entrance of the project site. The signs shall be waterproof and shall have a background of red, white and blue in three segments and shall be four (4) feet by six (6) feet. Except to meet special or local requirements. Project signs shall include the following information as indicated in the attached example:

1. Program Name (Katrina Community Development Block Grant Program)
2. Project Name
3. Name of Grant Recipient (City, Town or County)
4. Granting Agency (Governor Phil Bryant, State of Mississippi and Mississippi Development Authority, Brent Christensen, Executive Director)
5. Local Officials Name

The following page is a graphic example of the required signs.

Project Sign

4'x6'

KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
Project Name
Local Unit of Government



GOVERNOR PHIL BRYANT
STATE OF MISSISSIPPI
MISSISSIPPI DEVELOPMENT AUTHORITY
Brent Christensen, Executive Director
CHIEF ELECTED OFFICIAL / EXECUTIVE, TITLE
BOARD MEMBERS
Board Member One
Board Member Two
Board Member Three
Board Member Four
Board Member Five

U.S. Department of Housing and Urban Development

Exhibit A

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

ATTACHMENT A

Quarterly Progress Report

The following template is to be utilized for the quarterly progress reports for the Community Revitalization Grants.

Name of Grantee <u>City of Gulfport</u> Date _____
Project Number: R-109-202-08-KCR
Project Description:

1. Please describe the milestones completed during this quarter as they relate to the Statement of Work, schedule for completion, and the budget for this project.

(Insert text here)

2. Please describe any roadblocks that prevented milestones from being completed.

(Insert text here)

3. Please discuss how the task-based schedule for completion of work will be or has been adjusted, and provide a copy of a new schedule for the upcoming quarter.

(Insert text here)

4. Please list the CDBG funds planned vs. actual for the reporting period.

Deliverables for Quarter: Enter March, June, September or December, and year

For activities that are not applicable to your community's grant, please enter N/A in the "Units" field.

Activity	Units
Debris Removal	
# of properties	
# of businesses	
# of households benefiting	
# of persons benefiting	TOTAL
White	
Black/African American	
Asian	
American Indian/Other Pacific Islander	
American Indian/Alaskan native and White	
Asian and White	
Black/African American and White	
American Indian/ Alaskan Native and Black/African American	
Hispanic	
Other Multi Racial	
Clearance and Demolition	
# of properties	
# of housing units	
# of buildings (non-residential)	
# of public facilities	
# of businesses	
# of non-business organizations benefiting	
Rehabilitation or Construction of structures	
# of households benefiting	
# of housing units	
# of buildings (non-residential)	
# of public facilities	
# of businesses	
# of non-business organizations benefiting	
# of households benefiting	
# of persons benefiting	TOTAL
White	
Black/African American	
Asian	
American Indian/Other Pacific Islander	
American Indian/Alaskan native and White	
Asian and White	
Black/African American and White	
American Indian/ Alaskan Native and Black/African American	
Hispanic	

Other Multi Racial

**Acquisition, Construction,
Reconstruction of public facilities**

# of households benefiting		
# of persons benefiting		TOTAL
	White	
	Black/African American	
	Asian	
	American Indian/Other Pacific Islander	
	American Indian/Alaskan native and White	
	Asian and White	
	Black/African American and White	
	American Indian/ Alaskan Native and Black/African American	
	Hispanic	
	Other Multi Racial	
# of properties		
# of housing units		
# of buildings (non-residential)		
# of public facilities		
# of non-business organizations benefiting		
# of linear feet of public improvement		
# of linear miles of public improvement		

**Acquisition of buildings for the
general conduct of government**

of buildings

**Construction of buildings for the
general conduct of government**

# of buildings (non-residential)		
# of persons benefitting		TOTAL
	White	
	Black/African American	
	Asian	
	American Indian/Other Pacific Islander	
	American Indian/Alaskan native and White	
	Asian and White	
	Black/African American and White	
	American Indian/ Alaskan Native and Black/African American	
	Hispanic	
	Other Multi Racial	

Rehabilitation/Reconstruction of a public improvement

# of persons benefiting		TOTAL
	White	
	Black/African American	
	Asian	
	American Indian/Other Pacific Islander	
	American Indian/Alaskan native and White	

Asian and White
Black/African American and White
American Indian/ Alaskan Native and
Black/African American
Hispanic
Other Multi Racial

of Linear feet of public improvement
of Linear miles of public improvement

**Rehabilitation/Reconstruction of
other non-residential structures**

of buildings (non-residential)
of public facilities
of businesses
of non-business organizations
benefiting
of persons benefiting

TOTAL

White
Black/African American
Asian
American Indian/Other Pacific Islander
American Indian/Alaskan native and White
Asian and White
Black/African American and White
American Indian/ Alaskan Native and
Black/African American
Hispanic
Other Multi Racial

**Rehabilitation/Reconstruction of
public facilities**

of housing units
of public facilities
of non-business organizations
benefiting
of households benefiting
of persons benefiting

TOTAL

White
Black/African American
Asian
American Indian/Other Pacific Islander
American Indian/Alaskan native and White
Asian and White
Black/African American and White
American Indian/ Alaskan Native and
Black/African American
Hispanic
Other Multi Racial

of linear feet of public improvement
of linear miles of public improvement

**Construction/Reconstruction of
Streets**

# of public facilities		
# of non-business organizations		
# of persons benefiting		TOTAL
	White	
	Black/African American	
	Asian	
	American Indian/Other Pacific Islander	
	American Indian/Alaskan native and White	
	Asian and White	
	Black/African American and White	
	American Indian/ Alaskan Native and	
	Black/African American	
	Hispanic	
	Other Multi Racial	
# of Linear feet of public improvement		
# of linear miles of public improvement		

Acquisition - buyout of non-residential properties

# of properties		
# of buildings (non-residential)		
# of businesses		
# of non-business organizations		
benefiting		
# of households benefiting		
# of persons benefiting		TOTAL
	White	
	Black/African American	
	Asian	
	American Indian/Other Pacific Islander	
	American Indian/Alaskan native and White	
	Asian and White	
	Black/African American and White	
	American Indian/ Alaskan Native and	
	Black/African American	
	Hispanic	
	Other Multi Racial	

Acquisition - General

# of properties		
# of housing units		
# of households benefiting		
# of persons benefiting		TOTAL
	White	
	Black/African American	
	Asian	
	American Indian/Other Pacific Islander	
	American Indian/Alaskan native and White	
	Asian and White	
	Black/African American and White	
	American Indian/ Alaskan Native and	
	Black/African American	
	Hispanic	

Other Multi Racial

Planning

of buildings (non-residential)

of persons benefiting

TOTAL

White

Black/African American

Asian

American Indian/Other Pacific Islander

American Indian/Alaskan native and White

Asian and White

Black/African American and White

American Indian/ Alaskan Native and

Black/African American

Hispanic

Other Multi Racial

CITY/TOWN OF _____

_____ PROJECT

PROJECT # _____

_____ QUARTERLY REPORT

PROJECT TIMELINE/SCHEDULE:

% Complete

% Complete

Completion of Plans and Specs.

Insert Date

Receive Bids

Insert Date

Notice to Proceed

Insert Date

Construction Complete

Insert Date

Project Closeout

Insert Date

LOW/MOD INFORMATION:

Total Beneficiaries (LOWMODUNIV)

Total Low (PLOW)

Total Mod (PMOD –PLOW)

City of Gulfport

Budget Amendment Request

Fund Name	Katrina CDBG -Coffee Creek	Date	3/8/2016
Department #	542 -05850	Budget Entry #	
Department Name	Administration		

Original Budget	Prior Amendments	This Amendment	Revised Budget
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Personal Services	\$ 50,000.00		\$ -	\$ 50,000.00
Supplies	\$ -			\$ -
Other Services	\$ -	\$ -	\$ -	\$ -
Capital Projects	\$ -		\$ -	
Market Pavilion	\$ -	\$ -	\$ -	\$ -
Rice Pavilion	\$ -	\$ -	\$ -	\$ -
Jones Pk Phase IV	\$ -	\$ -	\$ -	\$ -
Fuel Service Facility	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -
Total	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
Revenue				
Cash Reserves				
Other				

Budget Establishment Coffee Creek Drainage Public Facilities Pre-Development Grant - KCDBG Account R-109-202-08-KCR (in the amount of \$50,000.00) for administrative costs.

City of Gulfport

Budget Amendment Request

Fund Name	Katrina CDBG -Coffee Creek	Date	3/8/2016
Department #	542 -05850	Budget Entry #	
Department Name	Administration		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personal Services	\$ 50,000.00		\$ -	\$ 50,000.00
Supplies	\$ -			\$ -
Other Services	\$ -	\$ - #	\$ -	\$ -
Capital Projects	\$ -		\$ -	
Market Pavilion	\$ -	\$ -	\$ -	\$ -
Rice Pavilion	\$ -	\$ -	\$ -	\$ -
Jones Pk Phase IV	\$ -	\$ -	\$ -	\$ -
Fuel Service Facility	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -
Total	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
Revenue				
Cash Reserves				
Other				

Budget Establishment Coffee Creek Drainage Public Facilities Pre-Development Grant - KCDBG Account R-109-202-08-KCR (in the amount of \$50,000.00) for administrative costs.

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 _____, 2016, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING “PRE-DEVELOPMENT” GRANT AGREEMENT BETWEEN THE CITY OF GULFPORT AND THE MISSISSIPPI DEVELOPMENT AUTHORITY FOR THE “COFFEE CREEK DRAINAGE AND RECREATION IMPROVEMENTS” PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS REQUIRED TO EFFECTUATE THE AGREEMENT

WHEREAS, the City of Gulfport desires to undertake a project called the “Coffee Creek Drainage and Recreational Improvements” Project; included in the aforementioned project are reshaping the channel, snagging, clearing, replacing drainage pipes, aesthetic and recreational improvements, and creating an earthen trail/boardwalk; and

WHEREAS, the Mississippi Development Authority has agreed to provide “Pre-Development” funding, from the Katrina Supplemental CDBG Disaster Program for the Coffee Creek Drainage and Recreational Improvements Project to cover administrative and architectural and engineering costs in an amount not to exceed \$50,000.00; and

WHEREAS, it is necessary that the City of Gulfport enter into a written Grant Agreement with the Mississippi Development Authority to accept the grant funding noted herein.

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

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

Section 2. That the City of Gulfport be and it is hereby authorized to accept the Katrina Supplemental CDBG Disaster Program Grant (Contract#R-109-202-08-KCR) for Pre-Development funding for the Coffee Creek Drainage and Recreational Improvements Project and the Mayor be and he is hereby authorized to execute any and all documents as may be required to accept and administer the grant, including those documents attached as a part of Exhibit “A”.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2016.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Karen McCarty, Grants Management
Community Development

Date: 02/26/2016

Subject: Resolution - ratifying Modification #1 to the Pre-Development Grant, Coffee Creek Drainage and Public Facilities, R-109-202-08-KCR to increase pre-development grant by \$103,000.00 for costs associated with legal, easements/acquisition/ROW and purchase of mitigation credits.

Recommendation:

Memorandum – *City of Gulfport. . .*

Community Development Department

To: Mayor Billy Hewes
John Kelly, Chief Administrative Officer
Council Members – Kenneth ‘Truck’ Casey, Sr., Ricky Dombroski, Ella Holmes-Hines,
R. B. ‘Rusty’ Walker, IV, Myles Sharp, Robert ‘R. Lee’ Flowers, Cara L. Pucheu

CC: Linda Elias, Comptroller

From: Karen C. McCarty,
Community Development Administrator

Date: February 26, 2016

Please place the following items on the March 8, 2016 Council Agenda:

Resolution to ratify Modification #1 to the Pre-Development Grant Agreement between City of Gulfport and Mississippi Development Authority, Contract #R-109-202-08-KCR, “Coffee Creek Drainage and Public Facilities.”

Modification #1 increase Grant by \$ 150,000.00 transferred West Harbor Expansion (Elevated Fuel Facility) R-109-202-06-KCR with \$103,000.00 assigned to Pre-Development costs. The remaining \$47,000.00 will be added at full development. Additional funds provided for costs associated with Legal fees, easements/acquisition/ROW, and purchase of mitigation credits. The grant period is also extended to August 31, 2016.

Budget Amendment to establish accounts is attached.

Contract Period: August 5, 2014 to August 31, 2016.

Funding Source: Katrina Supplemental Disaster CDBG

Memorandum – *City of Gulfport...*

Community Development Department

To: Mayor Billy Hewes
John Kelly, Chief Administrative Officer
Council Members – Kenneth 'Truck' Casey, Sr., Ricky Dombroski, Ella Holmes-Hines,
R. B. 'Rusty' Walker, IV, Myles Sharp, Robert 'R. Lee' Flowers, Cara L. Pucheu

CC: Linda Elias, Comptroller

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Contract Period: August 5, 2014 to August 31, 2016.

Funding Source: Katrina Supplemental Disaster CDBG

MISSISSIPPI DEVELOPMENT AUTHORITY

MODIFICATION SIGNATURE SHEET

501 North West Street • Post Office Box 849

Jackson, Mississippi 39205

1. Recipient's Name, Address and Telephone No. City of Gulfport P. O. Box 1780 Gulfport, MS 39501 228-868-5700 Coffee Creek	2. Effective Date 8-5-14 <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">3. Contract Number:</td> <td style="width:50%;">Grant Number:</td> </tr> <tr> <td>R-103-202-08-KCR</td> <td>R-103-202-08-KCR</td> </tr> </table> 4. Modification Number: 1 - Pre-Development 5. Grant Identifier: (Funding Source & Year) CDFA# 14.219 & 14.228 6. Beginning & Ending Dates: through 8/5/14 through 12/31/15 8/31/16 7. Page 1 of 3	3. Contract Number:	Grant Number:	R-103-202-08-KCR	R-103-202-08-KCR
3. Contract Number:	Grant Number:				
R-103-202-08-KCR	R-103-202-08-KCR				

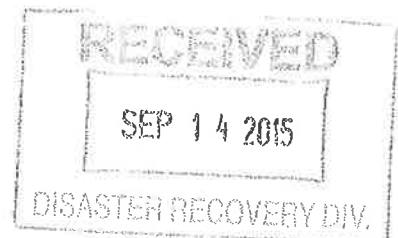
8. As a result of this Modification, funds obligated are changed as follows:

	KCDBG	FEMA Funds	Other: CIAP/CITY
From	\$ 50,000.00	\$ -	\$ -
To	\$ 153,000.00	\$ -	\$ -
Increase of	\$ 103,000.00		\$ -
Decrease of	\$ -		

9. The above recipient is hereby modified as follows: This pre-development budget mod #1 will increase grant budget by \$103,000.00 to allow for pre-development expenses of mitigation credits and easements/acquisition required to achieve full development grant. *and extend the grant*

10. Except as hereby modified, all terms and conditions of the subcontract remain unchanged. *The total grant award will increase by \$103,000 with \$103,000 assigned to pre-development costs. The remaining \$0 will be added to full development construction cost.*

11. Approved for Agency: <i>[Signature]</i> 2/4/16 Signature _____ Date _____ Name: Daron Wilson Title: Chief Operating Officer Disaster Recovery	12. Approved Receipt: <i>[Signature]</i> 9-10-15 Signature _____ Date _____ Name: John Kelly Title: Chief Administrative Officer
---	---



Budget Summary

Applicant: City of Gulfport (Coffee Creek)

Funding Year: 2006

Grant Year: _____ Contract: #R-109-202-08-KCR

Description	MDA	IDIS		Other Funding Sources			
Administration			Katrina CDBG	Insurance	FEMA	Other	Total
General Administration			50,000.00				50,000.00
Application Prep							
Subtotal (A)			50,000.00			0.00	50,000.00

[illegible]

Katrina CDBG Supplemental funds cannot be used for any activity or which funds have been made available by any Federal Agency including FEMA or the Army Corps of Engineers.

Full Development Budget

MDA DRD

BUDGET MODIFICATION WORKSHEET

Recipient:

City of Gulfport

Contract Number:

R-103-202-08-KCR⁹

Note: List CDBG Funds where changes are made.
Brickyard Bayou

Activity	Current Budget	Proposed Budget	Change (+/-)
Administration	50,000.00	50,000.00	0.00
Easement/Acq/ROW	25,000.00	58,000.00	33,000.00
Arch/Engineering	104,000.00	0.00	-104,000.00
Contingency	21,000.00	0.00	-21,000.00
Drainage & Flood Protection	725,000.00	495,691.00	-229,309.00
Public Facilities Impr	75,000.00	216,613.00	141,613.00
Mitigation Credits	0.00	45,000.00	45,000.00
Railroad Permits	0.00	114,696.00	114,696.00
Bridges	0.00	170,000.00	170,000.00
	0.00	0.00	0.00
Total		Total	Total
	1,000,000.00	1,150,000.00	150,000.00

City of Gulfport

Budget Amendment Request

Fund Name Katrina CDBG -Coffee Creek Date 3/8/2016

Department # 542 -05850 Mod #1 Budget Entry #

Department Name Administration

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personal Services	<u>\$ 50,000.00</u>	<u></u>	<u>\$ -</u>	<u>\$ 50,000.00</u>
Supplies	<u>\$ -</u>	<u></u>	<u></u>	<u>\$ -</u>
Other Services	<u>\$ -</u>	<u>\$ - #</u>	<u>\$ 103,000.00</u>	<u>\$ 103,000.00</u>
Capital Projects	<u>\$ -</u>	<u></u>	<u>\$ -</u>	<u></u>
Market Pavilion	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Rice Pavilion	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Jones Pk Phase IV	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Fuel Service Facility	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Contingency	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total	<u>\$ 50,000.00</u>	<u>\$ -</u>	<u>\$ 103,000.00</u>	<u>\$ 153,000.00</u>
Revenue	<u></u>	<u></u>	<u></u>	<u></u>
Cash Reserves	<u></u>	<u></u>	<u></u>	<u></u>
Other	<u></u>	<u></u>	<u></u>	<u></u>

Budget Modification #1 Coffee Creek Drainage Public Facilities Pre-Development Grant - KCDBG Account R-109-202-08-KCR (increase in the amount of \$103,000.00) for costs associated with easement/acquisition/ROW and purchase of mitigation credits..

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 _____, 2016, the following Resolution:

**A RESOLUTION RATIFYING MODIFICATION NO. 1 TO THE PRE-DEVELOPMENT
GRANT AGREEMENT CONCERNING CDBG, CONTRACT R-109-202-08-KCR,
COFFEE CREEK DRAINAGE AND PUBLIC FACILITIES**

WHEREAS, on a prior date, the Gulfport City Council authorized execution of a contract with the Mississippi Development Authority (Contract R-109-202-08-KCR) which pertains to the CDBG funds awarded the City for the “Coffee Creek Drainage and Public Facilities” project; and

WHEREAS, in the course of the administration of the grant, it became necessary to modify the budget for the project and extend the contract term as more fully set forth in the documents attached hereto as Exhibit “A”; and

WHEREAS, it is necessary that the City Council ratify Modification Number 1 and the execution of the “Budget Amendment Request” (attached hereto as Exhibit “A”).

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

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

SECTION 2. That the Modification Number 1 and the “Budget Amendment Request” in which the modification is embodied be and the same are hereby ratified by the Gulfport City Council.

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 _____, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2016.

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
City Council

Date: 03/02/2016

Subject: Resolution - by the Gulfport City Council appointing the position of Deputy Clerk of Council.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
City Council

Date: 02/29/2016

Subject: Request - from MS Gulf Coast Fishing Tournaments Inc., for a waiver of the rental fee for the Farmer's Market Pavilion on May 20-21, 2016.

Recommendation:



P.O. Box 2116 Gulfport, MS 39505

www.msgcft.net

To: City of Gulfport, City Council

February 24, 2016

Because of the increased cost of over \$5000 by moving to the Gulfport small craft harbor, we kindly request waiver of the \$500 fee to rent the Farmer's Market Pavilion on May 20th-21st weekend.

Sincerely,

John Rea
President



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 02/18/2016

Subject: Letter of Recommendation regarding RFP for City Depository Services

Recommendation:

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 _____, 2016, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING AWARD TO HANCOCK BANK FOR DEPOSITORY BANKING SERVICES, APPROVING CONTRACT BETWEEN THE CITY OF GULFPORT AND HANCOCK BANK FOR SAID SERVICE, AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to enter into a contract with a financial institution to provide banking services for all aspects of the City's operations; and

WHEREAS, pursuant to authority of this City Council, the City solicited bids for the aforementioned services and received proposals from three (3) financial institutions; and

WHEREAS, the three (3) proposals were graded by a selection committee in accord with the grading criteria set forth in the Request for Proposals, and Hancock Bank was determined to be the highest scoring financial institution and was recommended to the governing authority by the selection committee (See Exhibit "A" attached hereto); and

WHEREAS, the Council finds that it is in the best interest of the City to select Hancock Bank, subject to contract negotiation and approval of a contract/agreement by the City's governing authority.

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 recommendation of the selection committee be accepted and that Hancock Bank be and it is hereby selected as the City's financial institution for Depository Banking Services.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2016.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Purchasing

Date: 03/02/2016

Subject: Letter of recommendation - regarding RFP for City Credit Card Services.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 02/22/2016

Subject: Budget Amendment #26 - to budget revenue received from a forfeiture resulting from a drug related arrest.

Recommendation:

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Leonard Papania

Date: February 22, 2016

Re: Budget Amendment

The following checks were issued by the City of Gulfport for a forfeiture resulting from a drug related arrest.

Check number (180523) amount of \$838.40

Check number (180905) amount of \$3,696.00

I request your permission to place these funds in the account below:

Account Number	Decrease Amount	Increase Amount
Forfeiture and Seizure County and Local Shared Capital -- 277-630100		4,534.40
County/Local Shared Revenue 275-493100	-4,534.40	

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.

City of Gulfport

Budget Amendment Request

Fund Name	Police Forfeiture	Date	03/08/16
Department #	275	Budget Entry #	
Department Name	Police Forfeiture-County/Local (277)		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personal Services	12,003	-	-	12,003
Supplies	-	-	-	-
Other Services	11,380	-	-	11,380
Capital Outlay	127,957	20,872	4,534	153,364
Total	151,339	20,872	4,534	176,746
				-
Revenue 275-493100	-	20,872	4,534	25,406

Amendment to budget revenue received for a forfeiture resulting from a drug related arrest.
This amendment is being requested by the Police Chief.

Amendment # 2016-26



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 02/22/2016

Subject: Budget Amendment #27 - to budget revenue received for the Coastal Narcotics Task Force.

Recommendation:

Gulfport Police Department

Interoffice Memo

Date: February 4, 2016

To: Mayor Billy Hewes and City Council Members

From: Leonard Papania, Chief of Police

Re: Budget Amendment

The following checks were received and I ask that you deposit the amount into the listed line items in the Coastal Narcotics Enforcement Team budget.

Check Number 180533 in the amount of \$583.80

Total.....\$583.80

Revenue line item 285-492600.....\$583.80

Expense line items to be increased:

286-610700 Police Narcotics Task Force Operating Supplies \$583.80

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.

City of Gulfport

Budget Amendment Request

Fund Name Police Forfeiture Date 03/08/16
Department # 285 Budget Entry # _____
Department Name Coastal Narcotics (286)

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personal Services	-	-	-	-
Supplies	75,942	-	584	76,526
Other Services		-	-	-
Capital Outlay	9,256	-	-	9,256
Total	85,198	-	584	85,782
Revenue 285-492600	-	-	584	584

Amendment to budget for revenue received for the Coastal Narcotics Enforcement Team.
This amendment is being requested by the Police Chief.

Amendment # 2016-27



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Karen McCarty, Grants Management
Community Development

Date: 02/26/2016

Subject: Budget Amendment - to decrease KCDBG Grant West Harbor Elevated Fuel Facility by \$4,150,000.00 Org 542 - 05848.

Recommendation:

City of Gulfport

Budget Amendment Request

Fund Name Katrina CDBG -West Harbor- Elevated Facilit Date 3/8/2016

Department # 542 -05848 Mod #9 Budget Entry # _____

Department Name Administration

Original Budget	Prior Amendments	This Amendment	Revised Budget
-----------------	---------------------	----------------	----------------

Personal Services	\$ -		\$ -	\$ -
Supplies	\$ -			\$ -
Other Services	\$ 466,697.97	\$ 439,650.33	\$ (461,625.00)	\$ 444,723.30
Capital Projects	\$ -		\$ -	
Market Pavilion	\$ 1,232,000.00	\$ (38,180.00)	\$ -	\$ 1,193,820.00
Rice Pavilion	\$ 1,570,450.00	\$ 27,289.22	\$ -	\$ 1,597,739.22
Jones Pk Phase IV	\$ 1,445,000.00	\$ -	\$ -	\$ 1,445,000.00
Fuel Service Facility	\$ -	\$ 3,350,000.00	\$ (3,350,000.00)	\$ -
Contingency	\$ 285,852.03	\$ 52,522.97	\$ (338,375.00)	\$ -
Total	\$ 5,000,000.00	\$ 3,831,282.52	\$ (4,150,000.00)	\$ 4,681,282.52
Revenue				
Cash Reserves				
Other				

Budget Amendment for the West Harbor Expansion Grant (Elevated Fuel Facility) - KCDBG Account R-109-202-06-KCR. (modification #9). Grant decreased by \$4,150,000.00. \$4,000,000 transferred to #R-109-202-07-KCR Brickyard Bayou and \$150,000 to #R-109-202-08-KCR Coffee Creek. Budget Amendment will complete expenditures of West Harbor Grant.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Karen McCarty, Grants Management
Community Development

Date: 02/26/2016

Subject: Budget Amendment - to set up budget account for Brickyard Bayou Drainage Pre-Development Grant.

Recommendation:

City of Gulfport

Budget Amendment Request

Fund Name	Katrina CDBG -Brickyard Bayou	Date	3/8/2016
Department #	542 -05849	Budget Entry #	
Department Name	Administration		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personal Services	\$ 50,000.00		\$ -	\$ 50,000.00
Supplies	\$ -			\$ -
Other Services	\$ -	\$ - #	\$ -	\$ -
Capital Projects	\$ -		\$ -	
Market Pavilion	\$ -	\$ -	\$ -	\$ -
Rice Pavilion	\$ -	\$ -	\$ -	\$ -
Jones Pk Phase IV	\$ -	\$ -	\$ -	\$ -
Fuel Service Facility	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -
Total	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
Revenue				
Cash Reserves				
Other				

Budget Establishment Brickyard Bayou Drainage Pre-Development Grant - KCDBG Account R-109-202-07-KCR (in the amount of \$50,000.00) for administrative costs.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Karen McCarty, Grants Management
Community Development

Date: 02/26/2016

Subject: Budget Amendment - Mod #1 Brickyard Bayou Drainage KCDBG - Increase pre-development budget by \$1,918,580.00.

Recommendation:

City of Gulfport

Budget Amendment Request

Fund Name	Katrina CDBG -Brickyard Bayou	Date	3/8/2016
Department #	542 -05849	Mod #1	
Department Name	Administration		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personal Services	\$ 50,000.00		\$ -	\$ 50,000.00
Supplies	\$ -			\$ -
Other Services	\$ -	\$ - #	\$ 1,918,580.00	\$ 1,918,580.00
Capital Projects	\$ -		\$ -	
Market Pavilion	\$ -	\$ -	\$ -	\$ -
Rice Pavilion	\$ -	\$ -	\$ -	\$ -
Jones Pk Phase IV	\$ -	\$ -	\$ -	\$ -
Fuel Service Facility	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -
Total	\$ 50,000.00	\$ -	\$ 1,918,580.00	\$ 1,968,580.00
Revenue				
Cash Reserves				
Other				

Budget Mod #1 increases Pre-Development budget by \$1,918,580.00 for Legal, Easements, Acquisitions, ROW, Appraisals, Re-Appraisals from 8th Ave - 34th Avenue.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Karen McCarty, Grants Management
Community Development

Date: 02/26/2016

Subject: Budget Amendment - to set up Budget account for Coffee Creek R-109-202-08-KCR Pre-Development in the amount of \$50,000.00. Org 542-05850.

Recommendation:

City of Gulfport

Budget Amendment Request

Fund Name	Katrina CDBG -Coffee Creek	Date	3/8/2016
Department #	542 -05850	Budget Entry #	
Department Name	Administration		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personal Services	\$ 50,000.00		\$ -	\$ 50,000.00
Supplies	\$ -			\$ -
Other Services	\$ -	\$ - #	\$ -	\$ -
Capital Projects	\$ -		\$ -	
Market Pavilion	\$ -	\$ -	\$ -	\$ -
Rice Pavilion	\$ -	\$ -	\$ -	\$ -
Jones Pk Phase IV	\$ -	\$ -	\$ -	\$ -
Fuel Service Facility	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -
Total	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
Revenue				
Cash Reserves				
Other				

Budget Establishment Coffee Creek Drainage Public Facilities Pre-Development Grant - KCDBG Account R-109-202-08-KCR (in the amount of \$50,000.00) for administrative costs.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Karen McCarty, Grants Management
Community Development

Date: 02/26/2016

Subject: Budget Amendment - Mod #1 Coffee Creek Pre-Development Grant to increase pre-development cost by \$103,000.00.

Recommendation:

City of Gulfport

Budget Amendment Request

Fund Name Katrina CDBG -Coffee Creek Date 3/8/2016

Department # 542 -05850 Mod #1 Budget Entry #

Department Name Administration

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personal Services	<u>\$ 50,000.00</u>	<u></u>	<u>\$ -</u>	<u>\$ 50,000.00</u>
Supplies	<u>\$ -</u>	<u></u>	<u></u>	<u>\$ -</u>
Other Services	<u>\$ -</u>	<u>\$ - #</u>	<u>\$ 103,000.00</u>	<u>\$ 103,000.00</u>
Capital Projects	<u>\$ -</u>	<u></u>	<u>\$ -</u>	<u></u>
Market Pavilion	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Rice Pavilion	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Jones Pk Phase IV	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Fuel Service Facility	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Contingency	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total	<u>\$ 50,000.00</u>	<u>\$ -</u>	<u>\$ 103,000.00</u>	<u>\$ 153,000.00</u>
Revenue	<u></u>	<u></u>	<u></u>	<u></u>
Cash Reserves	<u></u>	<u></u>	<u></u>	<u></u>
Other	<u></u>	<u></u>	<u></u>	<u></u>

Budget Modification #1 Coffee Creek Drainage Public Facilities Pre-Development Grant - KCDBG Account R-109-202-08-KCR (increase in the amount of \$103,000.00) for costs associated with easement/acquisition/ROW and purchase of mitigation credits..



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ginnie Hem, Manager
Finance

Date: 02/22/2016

Subject: Docket of Claims - Payroll Journals for the month of February, 2016.

Recommendation:

To: Mayor Billy Hewes
Council President Ricky Dombrowski
Councilwoman Ella Holmes-Hines
Councilwoman Cara L. Pucheu
Councilman Kenneth L. Casey, Sr.
Councilman F.B. 'Rusty' Walker, IV
Councilman Myles Sharp
Councilman Robert 'R. Lee.' Flowers

CC: Dr. John Kelly, CAO

From: Linda Elias, Comptroller

Date: February 18, 2016

Re: Payroll Journals

Attached are the Biweekly Pay Distribution Journals for the month of February, 2016 to be approved and spread on the minutes of the March 8, 2016 Council meeting.

This requirement is per Mississippi Code Ann. §21-9-7, copy attached.

If you have any questions, please call my office at any time.

Copy w/ Cite

To copy the text below, select the text, right-click and select "Copy" or press CTRL+C on your keyboard. Then paste your selection into your word processor. Click the checkbox below to specify whether or not the reference should be copied as a hyperlink.

Said docket shall provide space for the name of the claimant, the number of the claim, the amount of the claim, and on what account. All demands, claims and accounts allowed against the municipality shall be preserved by the clerk as a permanent record, and shall be numbered in such a manner as to relate to the warrants to be issued therefor, and the said warrant issued in payment of such claim shall carry on its face a reference to the number of the claim for which the said warrant is issued in payment. No order for the payment or expenditures of any funds of such municipality in payment of any indebtedness thereof shall be made in municipalities having a claim docket unless such claim is filed as herein provided. However, this provision shall not be applicable to the salaries or other compensation of officers or employees of such municipality where the amount of such salary or other compensation shall have been previously fixed by the governing authorities of the municipality in its approval of the payroll or payrolls on which the same appears, and in case of such allowance, it will be sufficient to enter on the claims docket the total of such payroll, followed by reference to the said payroll upon which such allowance may be found.

Miss. Code Ann. § 21-39-7

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WARRANT 020416

PAY PERIOD 01/18/2016 to 01/31/2016

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EXPENDITURE ENTRIES

SHORT DESC 020416

GL EFF DATE 02/04/2016

REFERENCE 020416

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ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	GL EFF DATE	EXPENDITURE
YEAR 2016 PERIOD 5	5				02/04/2016	
111	600100		EXECUTIVE	WAGES AND SALARIES	7,514.15	
111	601900		EXECUTIVE	STATE RETIREMENT	1,183.47	
111	602200		EXECUTIVE	FICA TAXES	544.41	
111	602600		EXECUTIVE	HEALTH INSURANCE	1,336.34	
115	600100		LEGISLATIVE	WAGES AND SALARIES	8,558.33	
115	601900		LEGISLATIVE	STATE RETIREMENT	1,347.93	
115	602200		LEGISLATIVE	FICA TAXES	574.45	
115	602600		LEGISLATIVE	HEALTH INSURANCE	2,725.16	
125	600100		JUDICIAL	WAGES AND SALARIES	29,740.72	
125	601900		JUDICIAL	STATE RETIREMENT	4,684.12	
125	602200		JUDICIAL	FICA TAXES	2,146.82	
125	602600		JUDICIAL	HEALTH INSURANCE	6,323.63	
135	600100		LEGAL	WAGES AND SALARIES	21,015.25	
135	601900		LEGAL	STATE RETIREMENT	3,309.90	
135	602200		LEGAL	FICA TAXES	1,547.31	
135	602600		LEGAL	HEALTH INSURANCE	2,862.55	
145	600100		GENERAL ADMINISTRATION	WAGES AND SALARIES	39,252.06	
145	601900		GENERAL ADMINISTRATION	STATE RETIREMENT	6,186.93	
145	602200		GENERAL ADMINISTRATION	FICA TAXES	2,864.26	
145	602600		GENERAL ADMINISTRATION	HEALTH INSURANCE	5,478.70	
150	600100		INFORMATION TECHNOLOGY	WAGES AND SALARIES	22,963.94	
150	601900		INFORMATION TECHNOLOGY	STATE RETIREMENT	3,587.69	
150	602200		INFORMATION TECHNOLOGY	FICA TAXES	1,633.54	
150	602600		INFORMATION TECHNOLOGY	HEALTH INSURANCE	4,945.51	
213	600100		POLICE OPERATING	WAGES AND SALARIES	324,026.31	
213	600400		POLICE OPERATING	OVERTIME	32,807.69	
213	601000		POLICE OPERATING	HOLIDAY PAY	9,576.37	
213	601900		POLICE OPERATING	STATE RETIREMENT	57,709.67	
213	602200		POLICE OPERATING	FICA TAXES	26,449.52	
213	602600		POLICE OPERATING	HEALTH INSURANCE	64,749.00	
290	600100		FIRE	WAGES AND SALARIES	270,120.46	
290	600400		FIRE	OVERTIME	39.27	
290	601900		FIRE	STATE RETIREMENT	42,550.14	
290	602200		FIRE	FICA TAXES	19,220.83	
290	602600		FIRE	HEALTH INSURANCE	57,054.37	
313	600100		PUBLIC WORKS ADMIN	WAGES AND SALARIES	14,387.46	
313	601900		PUBLIC WORKS ADMIN	STATE RETIREMENT	2,275.46	
313	602200		PUBLIC WORKS ADMIN	FICA TAXES	1,069.82	
313	602600		PUBLIC WORKS ADMIN	HEALTH INSURANCE	1,089.69	
315	600100		TRAFFIC CONTROL AND SAFETY	WAGES AND SALARIES	10,970.43	
315	600400		TRAFFIC CONTROL AND SAFETY	OVERTIME	649.33	
315	601900		TRAFFIC CONTROL AND SAFETY	STATE RETIREMENT	1,839.58	
315	602200		TRAFFIC CONTROL AND SAFETY	FICA TAXES	848.56	
315	602600		TRAFFIC CONTROL AND SAFETY	HEALTH INSURANCE	2,406.04	
335	600100		MAINTENANCE GARAGE	WAGES AND SALARIES	15,390.78	
335	601900		MAINTENANCE GARAGE	STATE RETIREMENT	2,428.77	
335	602200		MAINTENANCE GARAGE	FICA TAXES	1,130.22	

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ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
335	602600		MAINTENANCE GARAGE	HEALTH INSURANCE	1,757.50
325	600100		ENGINEERING	WAGES AND SALARIES	13,608.82
325	601900		ENGINEERING	STATE RETIREMENT	2,148.11
325	602200		ENGINEERING	FICA TAXES	998.39
411	602600		ENGINEERING	HEALTH INSURANCE	2,173.96
411	600100	41130	LEISURE SERVICES	WAGES AND SALARIES	29,803.37
411	600100	41133	LEISURE SERVICES	WAGES AND SALARIES	795.79
411	600100	41136	LEISURE SERVICES	WAGES AND SALARIES	1,280.22
411	600100	41138	LEISURE SERVICES	WAGES AND SALARIES	5,948.80
411	600100	41140	LEISURE SERVICES	WAGES AND SALARIES	121.78
411	600100	41144	LEISURE SERVICES	WAGES AND SALARIES	1,103.30
411	600400		LEISURE SERVICES	WAGES AND SALARIES	2,338.56
411	600400		LEISURE SERVICES	OVERTIME	101.33
411	600400	41130	LEISURE SERVICES	OVERTIME	80.62
411	600400	41133	LEISURE SERVICES	OVERTIME	24.00
411	600400	41140	LEISURE SERVICES	OVERTIME	41.37
411	600400	41144	LEISURE SERVICES	OVERTIME	56.19
411	601000	41136	LEISURE SERVICES	OVERTIME	25.47
411	601900		LEISURE SERVICES	HOLIDAY PAY	4,647.69
411	601900	41130	LEISURE SERVICES	STATE RETIREMENT	138.04
411	601900	41133	LEISURE SERVICES	STATE RETIREMENT	205.41
411	601900	41136	LEISURE SERVICES	STATE RETIREMENT	945.67
411	601900	41138	LEISURE SERVICES	STATE RETIREMENT	19.18
411	601900	41140	LEISURE SERVICES	STATE RETIREMENT	180.29
411	601900	41144	LEISURE SERVICES	STATE RETIREMENT	377.17
411	602200		LEISURE SERVICES	STATE RETIREMENT	2,166.92
411	602200	41130	LEISURE SERVICES	FICA TAXES	68.11
411	602200	41133	LEISURE SERVICES	FICA TAXES	90.12
411	602200	41136	LEISURE SERVICES	FICA TAXES	452.96
411	602200	41138	LEISURE SERVICES	FICA TAXES	9.17
411	602200	41140	LEISURE SERVICES	FICA TAXES	75.11
411	602200	41144	LEISURE SERVICES	FICA TAXES	177.78
411	602600		LEISURE SERVICES	HEALTH INSURANCE	5,636.25
411	602600	41130	LEISURE SERVICES	HEALTH INSURANCE	-31.48
411	602600	41133	LEISURE SERVICES	HEALTH INSURANCE	436.11
411	602600	41136	LEISURE SERVICES	HEALTH INSURANCE	633.84
411	602600	41138	LEISURE SERVICES	HEALTH INSURANCE	18.38
411	602600	41140	LEISURE SERVICES	HEALTH INSURANCE	541.91
411	602600	41144	LEISURE SERVICES	HEALTH INSURANCE	288.90
415	600100		BUILDING MAINTENANCE	WAGES AND SALARIES	2,003.49
415	601900		BUILDING MAINTENANCE	STATE RETIREMENT	320.27
415	602200		BUILDING MAINTENANCE	FICA TAXES	144.25
425	600100		BUILDING MAINTENANCE	HEALTH INSURANCE	566.91
425	601900		SENIOR CITIZENS	WAGES AND SALARIES	2,918.94
425	602200		SENIOR CITIZENS	STATE RETIREMENT	459.73
425	602600		SENIOR CITIZENS	FICA TAXES	218.83
430	600100		BEAUTIFICATION	HEALTH INSURANCE	273.90
				WAGES AND SALARIES	22,110.32

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ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
430	601900		BEAUTIFICATION	STATE RETIREMENT	3,491.85
430	602200		BEAUTIFICATION	FICA TAXES	1,605.80
430	602600		BEAUTIFICATION	HEALTH INSURANCE	4,997.33
435	600100		CEMETERY	WAGES AND SALARIES	3,026.15
435	601900		CEMETERY	STATE RETIREMENT	476.62
435	602200		CEMETERY	FICA TAXES	226.70
435	602600		CEMETERY	HEALTH INSURANCE	567.41
437	600100		BAYOU VISTA GOLF COURSE	WAGES AND SALARIES	5,162.66
437	601000		BAYOU VISTA GOLF COURSE	HOLIDAY PAY	73.08
437	601900		BAYOU VISTA GOLF COURSE	STATE RETIREMENT	733.33
437	602200		BAYOU VISTA GOLF COURSE	FICA TAXES	376.00
437	602600		BAYOU VISTA GOLF COURSE	HEALTH INSURANCE	1,199.47
611	600100		PLANNING AND ZONING	WAGES AND SALARIES	40,542.71
611	601900		PLANNING AND ZONING	STATE RETIREMENT	6,385.47
611	602200		PLANNING AND ZONING	FICA TAXES	2,934.41
611	602600		PLANNING AND ZONING	HEALTH INSURANCE	8,045.86
621	600100		ECONOMIC DEVELOPMENT	WAGES AND SALARIES	6,848.58
621	601900		ECONOMIC DEVELOPMENT	STATE RETIREMENT	1,078.65
621	602200		ECONOMIC DEVELOPMENT	FICA TAXES	544.13
621	602600		ECONOMIC DEVELOPMENT	HEALTH INSURANCE	-279.14
				FUND TOTALS	1,337,655.76
511	600100	05505	COMMUNITY DEVELOPMENT	WAGES AND SALARIES	2,913.20
511	601900	05505	COMMUNITY DEVELOPMENT	STATE RETIREMENT	458.83
511	602200	05505	COMMUNITY DEVELOPMENT	FICA TAXES	216.33
511	602600	05505	COMMUNITY DEVELOPMENT	HEALTH INSURANCE	369.68
515	600100	75100	HOME CONSORTIUM-GULFPORT	WAGES AND SALARIES	3,459.80
515	601900	75100	HOME CONSORTIUM-GULFPORT	STATE RETIREMENT	544.91
515	602200	75100	HOME CONSORTIUM-GULFPORT	FICA TAXES	257.58
515	602600	75100	HOME CONSORTIUM-GULFPORT	HEALTH INSURANCE	602.80
				FUND TOTALS	8,823.13
811	600100		UTILITY BILLING	WAGES AND SALARIES	21,940.54
811	601900		UTILITY BILLING	STATE RETIREMENT	3,455.65
811	602200		UTILITY BILLING	FICA TAXES	1,597.59
811	602600		UTILITY BILLING	HEALTH INSURANCE	4,629.12
825	600100		SEWER OPERATIONS	WAGES AND SALARIES	3,044.45
825	601900		SEWER OPERATIONS	STATE RETIREMENT	479.50
825	602200		SEWER OPERATIONS	FICA TAXES	224.16
825	602600		SEWER OPERATIONS	HEALTH INSURANCE	547.80
				FUND TOTALS	35,918.81
445	600100		JOSEPH T JONES	WAGES AND SALARIES	7,894.91
445	600400		JOSEPH T JONES	OVERTIME	24.15
445	601000		JOSEPH T JONES	HOLIDAY PAY	134.71

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ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
445	601900		JOSEPH T JONES	STATE RETIREMENT	1,268.48
445	602200		JOSEPH T JONES	FICA TAXES	603.78
445	602600		JOSEPH T JONES	HEALTH INSURANCE	587.03
				FUND TOTALS	10,513.06
				GRAND TOTALS	1,392,910.76

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REFERENCE 78002
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ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2016 PERIOD 5		5			
213	600100		POLICE OPERATING	WAGES AND SALARIES	64.20
213	601900		POLICE OPERATING	STATE RETIREMENT	10.11
213	602200		POLICE OPERATING	FICA TAXES	4.91
				FUND TOTALS	79.22
				GRAND TOTALS	79.22

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ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR	2016	PERIOD	5	GL EFF DATE	02/18/2016
111	600100		EXECUTIVE	WAGES AND SALARIES	7,572.83
111	601900		EXECUTIVE	STATE RETIREMENT	1,192.71
111	602200		EXECUTIVE	FICA TAXES	548.90
111	602600		EXECUTIVE	HEALTH INSURANCE	1,336.34
115	600100		LEGISLATIVE	WAGES AND SALARIES	8,062.88
115	601900		LEGISLATIVE	STATE RETIREMENT	1,269.90
115	602200		LEGISLATIVE	FICA TAXES	536.55
115	602600		LEGISLATIVE	HEALTH INSURANCE	2,725.16
125	600100		JUDICIAL	WAGES AND SALARIES	29,535.11
125	600400		JUDICIAL	OVERTIME	78.47
125	601900		JUDICIAL	STATE RETIREMENT	4,664.12
125	602200		JUDICIAL	FICA TAXES	2,137.09
125	602600		JUDICIAL	HEALTH INSURANCE	6,323.63
135	600100		LEGAL	WAGES AND SALARIES	20,963.41
135	600400		LEGAL	OVERTIME	73.41
135	601900		LEGAL	STATE RETIREMENT	3,313.29
135	602200		LEGAL	FICA TAXES	1,558.03
135	602600		LEGAL	HEALTH INSURANCE	2,435.72
145	600100		GENERAL ADMINISTRATION	WAGES AND SALARIES	42,420.33
145	600400		GENERAL ADMINISTRATION	OVERTIME	237.94
145	601900		GENERAL ADMINISTRATION	STATE RETIREMENT	6,723.40
145	602200		GENERAL ADMINISTRATION	FICA TAXES	3,127.03
145	602600		GENERAL ADMINISTRATION	HEALTH INSURANCE	5,179.80
150	600100		INFORMATION TECHNOLOGY	WAGES AND SALARIES	23,011.49
150	600400		INFORMATION TECHNOLOGY	OVERTIME	-10.31
150	602200		INFORMATION TECHNOLOGY	STATE RETIREMENT	3,586.07
150	602600		INFORMATION TECHNOLOGY	FICA TAXES	1,636.39
213	600100		INFORMATION TECHNOLOGY	HEALTH INSURANCE	4,945.51
213	600400		POLICE OPERATING	WAGES AND SALARIES	332,901.31
213	601000		POLICE OPERATING	OVERTIME	42,028.13
213	601900		POLICE OPERATING	HOLIDAY PAY	4,177.75
213	602200		POLICE OPERATING	STATE RETIREMENT	59,709.39
213	602600		POLICE OPERATING	FICA TAXES	27,406.36
290	600100		POLICE OPERATING	HEALTH INSURANCE	65,332.27
290	600400		FIRE	WAGES AND SALARIES	264,829.18
290	601000		FIRE	OVERTIME	29,368.28
290	601900		FIRE	HOLIDAY PAY	13,466.41
290	602200		FIRE	STATE RETIREMENT	48,457.04
290	602600		FIRE	FICA TAXES	22,089.82
313	600100		PUBLIC WORKS ADMIN	HEALTH INSURANCE	57,054.37
313	601900		PUBLIC WORKS ADMIN	WAGES AND SALARIES	14,387.47
313	602200		PUBLIC WORKS ADMIN	STATE RETIREMENT	2,275.46
313	602600		PUBLIC WORKS ADMIN	FICA TAXES	1,069.82
315	600100		TRAFFIC CONTROL AND SAFETY	HEALTH INSURANCE	1,089.69
315	600400		TRAFFIC CONTROL AND SAFETY	WAGES AND SALARIES	10,970.42
315	600100		TRAFFIC CONTROL AND SAFETY	OVERTIME	1,042.05
315	601900		TRAFFIC CONTROL AND SAFETY	STATE RETIREMENT	1,901.41

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ORG		OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
315		602200		TRAFFIC CONTROL AND SAFETY	FICA TAXES	878.63
315		602600		TRAFFIC CONTROL AND SAFETY	HEALTH INSURANCE	2,406.04
335		600100		MAINTENANCE GARAGE	WAGES AND SALARIES	15,301.58
335		601900		MAINTENANCE GARAGE	STATE RETIREMENT	2,414.73
335		602200		MAINTENANCE GARAGE	FICA TAXES	1,123.40
335		602600		MAINTENANCE GARAGE	HEALTH INSURANCE	1,757.50
325		600100		ENGINEERING	WAGES AND SALARIES	13,608.84
325		601900		ENGINEERING	STATE RETIREMENT	2,148.12
325		602200		ENGINEERING	FICA TAXES	998.39
325		602600		ENGINEERING	HEALTH INSURANCE	2,173.96
411		600100		LEISURE SERVICES	WAGES AND SALARIES	29,372.10
411	41130	600100	41130	LEISURE SERVICES	WAGES AND SALARIES	859.93
411	41133	600100	41133	LEISURE SERVICES	WAGES AND SALARIES	1,280.22
411	41136	600100	41136	LEISURE SERVICES	WAGES AND SALARIES	5,912.42
411	41138	600100	41138	LEISURE SERVICES	WAGES AND SALARIES	7.69
411	41140	600100	41140	LEISURE SERVICES	WAGES AND SALARIES	1,103.30
411	41144	600100	41144	LEISURE SERVICES	WAGES AND SALARIES	2,338.57
411		600400		LEISURE SERVICES	OVERTIME	218.10
411	41130	600400	41130	LEISURE SERVICES	OVERTIME	193.49
411	41140	600400	41140	LEISURE SERVICES	OVERTIME	87.92
411	41144	600400	41144	LEISURE SERVICES	OVERTIME	48.17
411		601900		LEISURE SERVICES	STATE RETIREMENT	4,563.39
411	41130	601900	41130	LEISURE SERVICES	STATE RETIREMENT	165.91
411	41133	601900	41133	LEISURE SERVICES	STATE RETIREMENT	201.63
411	41136	601900	41136	LEISURE SERVICES	STATE RETIREMENT	935.93
411	41138	601900	41138	LEISURE SERVICES	STATE RETIREMENT	1.21
411	41140	601900	41140	LEISURE SERVICES	STATE RETIREMENT	187.62
411	41144	601900	41144	LEISURE SERVICES	STATE RETIREMENT	375.91
411		602200		LEISURE SERVICES	FICA TAXES	2,153.70
411	41130	602200	41130	LEISURE SERVICES	FICA TAXES	80.58
411	41133	602200	41133	LEISURE SERVICES	FICA TAXES	88.28
411	41136	602200	41136	LEISURE SERVICES	FICA TAXES	448.24
411	41138	602200	41138	LEISURE SERVICES	FICA TAXES	78.67
411	41140	602200	41140	LEISURE SERVICES	FICA TAXES	177.16
411	41144	602200	41144	LEISURE SERVICES	FICA TAXES	5,291.39
411		602600		LEISURE SERVICES	HEALTH INSURANCE	436.11
411	41133	602600	41133	LEISURE SERVICES	HEALTH INSURANCE	633.84
411	41136	602600	41136	LEISURE SERVICES	HEALTH INSURANCE	1.16
411	41138	602600	41138	LEISURE SERVICES	HEALTH INSURANCE	541.91
411	41140	602600	41140	LEISURE SERVICES	HEALTH INSURANCE	288.90
411	41144	602600	41144	LEISURE SERVICES	HEALTH INSURANCE	320.27
415		600100		BUILDING MAINTENANCE	WAGES AND SALARIES	2,003.49
415	601900	600100	601900	BUILDING MAINTENANCE	STATE RETIREMENT	144.25
415	602600	602600	602600	BUILDING MAINTENANCE	FICA TAXES	144.25
425	600100	600100	600100	SENIOR CITIZENS	HEALTH INSURANCE	566.91
425	601900	601900	601900	SENIOR CITIZENS	WAGES AND SALARIES	2,918.94
425	602200	602200	602200	SENIOR CITIZENS	STATE RETIREMENT	2,459.73
					FICA TAXES	218.83

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ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
425	602600		SENIOR CITIZENS	HEALTH INSURANCE	273.90
430	600100		BEAUTIFICATION	WAGES AND SALARIES	22,383.33
430	600400		BEAUTIFICATION	OVERTIME	259.12
430	601900		BEAUTIFICATION	STATE RETIREMENT	3,575.64
430	602200		BEAUTIFICATION	FICA TAXES	1,646.14
430	602600		BEAUTIFICATION	HEALTH INSURANCE	5,045.07
435	600100		CEMETERY	WAGES AND SALARIES	3,026.15
435	601900		CEMETERY	STATE RETIREMENT	476.62
435	602200		CEMETERY	FICA TAXES	226.70
435	602600		CEMETERY	HEALTH INSURANCE	567.41
437	600100		BAYOU VISTA GOLF COURSE	WAGES AND SALARIES	5,175.58
437	601900		BAYOU VISTA GOLF COURSE	STATE RETIREMENT	721.18
437	602200		BAYOU VISTA GOLF COURSE	FICA TAXES	371.10
437	602600		BAYOU VISTA GOLF COURSE	HEALTH INSURANCE	1,208.43
611	600100		PLANNING AND ZONING	WAGES AND SALARIES	39,543.22
611	601900		PLANNING AND ZONING	STATE RETIREMENT	6,228.05
611	602200		PLANNING AND ZONING	FICA TAXES	2,857.95
611	602600		PLANNING AND ZONING	HEALTH INSURANCE	8,045.86
621	600100		ECONOMIC DEVELOPMENT	WAGES AND SALARIES	6,848.58
621	601900		ECONOMIC DEVELOPMENT	STATE RETIREMENT	1,078.65
621	602200		ECONOMIC DEVELOPMENT	FICA TAXES	511.25
621	602600		ECONOMIC DEVELOPMENT	HEALTH INSURANCE	713.23
FUND TOTALS					1,403,042.63
511	600100	05505	COMMUNITY DEVELOPMENT	WAGES AND SALARIES	2,913.20
511	601900	05505	COMMUNITY DEVELOPMENT	STATE RETIREMENT	458.83
511	602200	05505	COMMUNITY DEVELOPMENT	FICA TAXES	216.33
511	602600	05505	COMMUNITY DEVELOPMENT	HEALTH INSURANCE	369.68
515	600100	75100	HOME CONSORTIUM-GULFPORT	WAGES AND SALARIES	3,459.79
515	601900	75100	HOME CONSORTIUM-GULFPORT	STATE RETIREMENT	544.91
515	602200	75100	HOME CONSORTIUM-GULFPORT	FICA TAXES	257.58
515	602600	75100	HOME CONSORTIUM-GULFPORT	HEALTH INSURANCE	602.80
FUND TOTALS					8,823.12
811	600100		UTILITY BILLING	WAGES AND SALARIES	21,940.48
811	600400		UTILITY BILLING	OVERTIME	94.15
811	601900		UTILITY BILLING	STATE RETIREMENT	3,470.45
811	602200		UTILITY BILLING	FICA TAXES	1,604.79
811	602600		UTILITY BILLING	HEALTH INSURANCE	4,629.12
825	600100		SEWER OPERATIONS	WAGES AND SALARIES	3,044.45
825	601900		SEWER OPERATIONS	STATE RETIREMENT	479.50
825	602200		SEWER OPERATIONS	FICA TAXES	224.17
825	602600		SEWER OPERATIONS	HEALTH INSURANCE	547.80
FUND TOTALS					36,034.91

02/16/2016 14:54
jdubuisson
WARRANT 021816

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY
PAY PERIOD 02/01/2016 to 02/14/2016

P 4
prjournal
CHECK DATE 02/18/2016

YEAR 2016 PERIOD 5
EXPENDITURE ENTRIES
SHORT DESC 021816

GL EFF DATE 02/18/2016
REFERENCE 021816
REFERENCE2 1021816

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
445	600100		JOSEPH T JONES	WAGES AND SALARIES	7,878.26
445	600400		JOSEPH T JONES	OVERTIME	133.32
445	601900		JOSEPH T JONES	STATE RETIREMENT	1,261.83
445	602200		JOSEPH T JONES	FICA TAXES	600.57
445	602600		JOSEPH T JONES	HEALTH INSURANCE	587.03
				FUND TOTALS	10,461.01
				GRAND TOTALS	1,458,361.67



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Sherry Dulaney, Accounts Payable Supervisor
Accounts Payable

Date: 02/29/2016

Subject: Docket of Claims - to be approved through March 9, 2016.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 02/26/2016

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

Recommendation:

Memorandum

To: Mayor Billy Hewes and Gulfport City Council

From: Greg Pietrangelo, Director
Department of Urban Development

Date: February 26, 2016

RE: Resolutions awarding bids for lot cleanups and/or demolition of certain property within the City of Gulfport and providing for assessment of cost to the said properties being presented to the City Council on the 8th day of March, 2016.

Please place the attached item on the Council agenda for March 8, 2016.

Subject: Code Enforcement Resolutions Awarding Bids for Lot Clean-ups and/or Demolitions.

The attached items have been routed through the following departments:

Approve

Disapprove

Dept. of Urban Development

✕

The items have been reviewed and approved by:

_____ Director of Urban Development

_____ CAO or Mayor _____

Memorandum - City of Gulfport

Department of Urban Development

Date: February 26, 2016

To: Mayor Billy Hewes
City Council Members

From: Code Enforcement

RE: Resolutions awarding bids for lot cleanups and/or demolition of certain property within the City of Gulfport and providing for assessment of cost to the said properties being described:

Awarding of Bids

WARD 1

- Parcel 1: 0710M-01-038.002. Lots 20-21 Inc., Blk. 15, Glen Terrace awarded to Twin City Lawn Care for \$58.00 to cut and clean grounds and remove all trash & debris from site located on 57th Avenue. (Nobach II)
- Parcel 2: 0711K-03-046.000. Lots 58-59, Blk. 1, Dixie Add. awarded to Twin City Lawn Care for \$58.00 to cut and clean grounds and remove all trash & debris from site located on Dixie Avenue. (State Sale #56)
- Parcel 3: 0711K-03-029.000. Lots 16-17, Blk. 3, Ridgeway Add. awarded to B & B Construction for \$130.00 to cut and clean grounds and remove all trash & debris from site located at 1211 Joseph Avenue. (Oestereich)
- Parcel 4: 0711H-01-073.000. Lots 17-18, Blk. 9, Seaview Add. awarded to Twin City Lawn Care for \$58.00 to cut and clean grounds and remove all trash & debris from site located on 19th Street. (Sumrall)
- Parcel 5: 0811E-03-002.000. S 1/2 of Lot 4, All Lots 5-7 Inc., Blk. 121, Original Gulfport Part of E 1/2 of SW 1/4 awarded to Mike's General Service for \$88.00 to remove all trash & debris from site located at 1809 30th Avenue. (Evans)
- Parcel 6: 0811E-03-071.000. Lot 5 & N 1/2 of Lot 6, Blk. 145, Original Gulfport awarded to Twin City Lawn Care for \$58.00 to cut and clean grounds and remove all trash & debris from site located at 1615 32nd Avenue. (Gaston)

WARD 3

- Parcel 7: 0811G-04-048.002. N 40 Ft. of Lots 1-3 Inc., Blk. 14, Soria City awarded to Twin City Lawn Care for \$54.00 to. Cut and clean grounds and remove all trash & debris from site located at 1634 19th Street. (State Sale #128)
- Parcel 8: 0811G-04-032.000. S 1/2 of Lot 33 & E 20.41 Ft. of S 1/2 of Lot 34, Blk. 14, Soria City awarded to Twin City Lawn Care for \$68.00 to cut and clean grounds and remove all trash & debris from site located in the Alley. (State Sale #44)
- Parcel 9: 0810N-02-007.000. Lot 5, Blk. 5, Standard Land awarded to Twin City Lawn Care for \$676.00 to cut and clean grounds and remove all trash & debris from site. Demolish accessory structure including removal of steps, slabs, driveways and sidewalks from site located at 2019 31st Street. (Johnson)(Shed Demo)
- Parcel 10: 0811G-04-048.000. S 80 Ft. of Lots 1-3 Inc., Blk. 14, Soria City awarded to Twin City Lawn Care for \$68.00 to Cut and clean grounds and remove all trash & debris from site located at 1904 17th Street. (State Sale #64)

WARD 6

- Parcel 11: 0908A-01-002.000. This parcel awarded to Mike's General Service for \$248.00 to board up and secure all openings located at 12706 John Ross Road. (Mathieu Jr. L/E)

Total \$1564.00

There came on for consideration at a meeting of the Mayor and Members of the Council of the City of Gulfport, Mississippi, held on the **8th** day of **March, 2016**, the following Resolution:

**A RESOLUTION AWARDING AND/OR REJECTING BIDS FOR LOT CLEANUP
AND/OR DEMOLITION OF CERTAIN PROPERTY WITHIN THE CITY OF
GULFPORT AND PROVIDING FOR THE ASSESSMENT OF COSTS TO THE SAID
PROPERTIES**

WHEREAS, at a prior meeting of the Gulfport City Council, certain and various properties located within the City of Gulfport were declared to be in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community; and

WHEREAS, by prior action of this Council, the City of Gulfport was authorized to advertise for bids to perform the noted and required work on the identified properties; and

WHEREAS, having advertised for bids and having received bids, the following represent the lowest and best bids received (per parcel) for the work as described therein:

- | | |
|------------|--|
| Parcel 1: | 0710M-01-038.002. Lots 20-21 Inc., Blk. 15, Glen Terrace awarded to Twin City Lawn Care for \$58.00 to cut and clean grounds and remove all trash & debris from site located on 57th Avenue. (Nobach II) |
| Parcel 2: | 0711K-03-046.000. Lots 58-59, Blk. 1, Dixie Add. awarded to Twin City Lawn Care for \$58.00 to cut and clean grounds and remove all trash & debris from site located on Dixie Avenue. (State Sale #56) |
| Parcel 3: | 0711K-03-029.000. Lots 16-17, Blk. 3, Ridgeway Add. awarded to B & B Construction for \$130.00 to cut and clean grounds and remove all trash & debris from site located at 1211 Joseph Avenue. (Oestereich) |
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| Parcel 5: | 0811E-03-002.000. S 1/2 of Lot 4, All Lots 5-7 Inc., Blk. 121, Original Gulfport Part of E 1/2 of SW 1/4 awarded to Mike's General Service for \$88.00 to remove all trash & debris from site located at 1809 30th Avenue. (Evans) |
| Parcel 6: | 0811E-03-071.000. Lot 5 & N 1/2 of Lot 6, Blk. 145, Original Gulfport awarded to Twin City Lawn Care for \$58.00 to cut and clean grounds and remove all trash & debris from site located at 1615 32nd Avenue. (Gaston) |
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| Parcel 11: | 0908A-01-002.000. This parcel awarded to Mike's General Service for \$248.00 to board up and secure all openings located at 12706 John Ross Road. (Mathieu Jr. L/E) |

WHEREAS, the Mayor and Members of the Council find and do so determine that pursuant to bids heretofore received for lot cleanup and/or demolition of certain property described above in the City of Gulfport, that the bid price noted above is the lowest and best price and should be accepted; and

WHEREAS, the Mayor and Members of the Council further find and do so determine that Notice to Proceed should be given to the listed property above, and that the actual costs of cleanup should be assessed against the property as provided by law including a \$250.00 penalty.

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

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

SECTION 2. That the individual bids for the cleanup of the certain properties described above within the City of Gulfport, should be accepted as the lowest and best bid/bid price.

SECTION 3. That Notice to Proceed should be immediately given to the lowest and best bidder as noted above and the completion of all work shall be accomplished within 30 calendar days. If extenuating circumstances occur, the company may request an extension of time in writing to complete the work.

SECTION 4. That the costs of lot cleanup, plus a \$250.00 penalty, should be assessed as a lien against the said properties and shall be enrolled in the Office of the Circuit Clerk of the First Judicial of Harrison County, Mississippi, as other judgments are enrolled, as provided by law.

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

YEAS:

NAYS:

ABSENT:

WHEREUPON, the President thereby declared the motion carried and the Resolution adopted this the _____ day of _____, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT OF THE COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2016.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kourtney Wells
Administration

Date: 02/29/2016

Subject: Public Records Requests - for the month of January 2016- to be made part of the minutes.

Recommendation:

Public Records Requests Report

To: Mayor Billy Hewes and Council Members

From: Kourtney Wells- Records Manager

Subject: January 2016 Records Requests

Date: February 8, 2016

Below is the monthly Records Request Report for January 2016. There were **54** record requests submitted. The amount collected for all thus far is **\$77.25**. Payment is pending for **1** of the records request. Please feel free to contact me at kwells@gulfport-ms.gov or (228)214-2245.

Department	Requestor	Request Date	Completion Date	Requested Information	Status	Cost
Court	Mississippi Bureau of Alcohol / Alexander Kurt	1/4/2016	1/15/2016	Fogarty Kevin E. / DOB 8/13/1962	Completed	\$0.00
Court	CJIS / FBI / NICS	1/4/2016	1/15/2016	Shultz Scott Alan / DOB 6/30/1966	Completed	\$0.00
Court	CJIS / FBI / NICS	1/5/2016	1/15/2016	Floyd Billy Ray Jr / DOB 6/4/1987	Completed	\$0.00
Court	CJIS / FBI / NICS	1/5/2016	1/12/2016	Entrekin Elmer Jacob Jr / DOB 8/27/1959	Completed	\$0.00
Court	Deutsch Kerrigan / Nunez Colleen	1/6/2016	1/12/2016	Swilley Jenica / DOB 1/18/1985	Completed	\$2.25
Urban	Shrimp Basket of Gulfport / Perry Danielle	1/6/2016	1/7/2016	9265 Highway 49 / Certificate of Occupancy and/ or Completion	Completed	\$0.00
Urban	Owen Galloway & Myers / Owen Joe Sam	1/7/2016	1/15/2016	Documents pertaining to Case # 1511PC089	Completed	\$27.00
Urban	Estrade Chris	1/7/2016	1/7/2016	New Business Licenses for December 2015	Completed	\$2.25
Fire	U.S. Consumer Product Safety Commission / Pigott Mary Kim	1/8/2016	2/8/2016	Incident Report for 12/11/2015 fire at 2625 Gulf Ave	Completed	\$0.00
Police	Bryant Yusef	1/8/2016	2/1/2016	All documents related to Case # 201517480	Completed	\$0.00
Court	Metropolitan Public Defender / Ingham Ethan	1/11/2016	1/13/2016	Dispositions & Affidavits for Cases 200218214 & 200351683	Completed	\$2.50
Urban	Accutrend / Simmons Thomas	1/11/2016	1/28/2016	New Business Licenses for December 2015	Completed	\$2.25
Fire	LexisNexis / Wylie Julie	1/11/2016	1/12/2016	Incident Report for 12/29/2015 incident at 332 Kimberly Dr	Completed	\$13.75
Urban	Bock & Clark Environmental / Jacques - Bibeault Melissa	1/11/2016	1/14/2016	Records for Underground Storage tanks and / hazardous spills at 205 Debuys Rd	Completed	\$0.00
Court	Mississippi Gaming Commission / Brown Terry K	1/12/2016	1/12/2016	Phillips Tina Denise (Jones) / DOB 12/7/1969	Completed	\$0.00

Public Records Requests Report

Urban	Owen Galloway & Myers / Owen Joe Sam	1/13/2016	1/25/2016	Rezoning Application for Mamie Street Properties LLC	Completed	\$4.00
Court	Pass Christian Police Department / Smith Brian	1/13/2016	1/13/2016	Grossman David Joseph / DOB 2/6/1979	Completed	\$0.00
Urban	Elalighe Mohammed	1/13/2016	1/14/2016	11200 Eva Drive / Elevation Certificate	Completed	\$0.00
Court	Mississippi Department of Corrections / Carpenter Troy	1/14/2016	1/15/2016	Armstead Shaloid Nicholas / DOB 2/22/1991/ Case #2015-030184	Completed	\$2.50
Court	Kilpatrick Lindsey	1/14/2016	1/15/2016	Kirkpatrick Lindsey / DOB 3/29/1991 / DUI Refusal Arrest	Completed	\$2.25
Court	CJIS / FBI / NICS	1/15/2016	1/27/2016	Isberto Patricia Lynn / DOB 10/22/1960	Completed	\$0.00
Court	Hub Enterprises/ Driver David	1/15/2016	1/27/2016	Graves Tenoa Ashanti / DOB 4/13/1975	Completed	\$2.00
Court	Hub Enterprises/ Driver David	1/15/2016	1/27/2016	White - Mency Cassandra L / DOB 9/19/1968	Completed	\$2.00
Court	Hub Enterprises/ Driver David	1/19/2016	1/21/2016	Brown Rodney P / DOB 6/14/1966	Completed	\$2.25
Court	Hub Enterprises/ Driver David	1/19/2016	1/21/2016	Barnes Sr Cenica Demar / DOB 7/16/1980	Completed	\$3.00
Court	Hub Enterprises/ Driver David	1/19/2016	1/27/2016	Simpson Stephen August / DOB 8/13/1968	Completed	\$2.50
Urban	Construction Data Market / Felisco Justin	1/19/2016	1/26/2016	Bid Tabulation Sheet for Property Demolition	Completed	\$0.00
Court	Boyce Holleman & Associates / Holleman Tim C	1/19/2016	1/21/2016	Abstracts for Case# 201503689 & 201505045	Completed	\$2.50
Court	Mississippi Department of Corrections / Lundy R	1/19/2016	1/21/2016	Magee Forrest T / DOB 1/31/1983	Completed	\$0.00
Court	Mississippi Department of Corrections / Byers Douglas	1/19/2016	1/27/2016	Clack Brandon James / DOB 9/17/1992	Completed	\$0.00
Court	CJIS / FBI / NICS	1/19/2016	1/21/2016	Turner Charles / DOB 10/9/1949	Completed	\$0.00
Court	Smith & Holder Plc / Smith Chris	1/20/2016	1/21/2016	McCrary Jordan Bryant / DOB 12/26/1985 / Case # 201533032	Completed	\$2.25
Council	Schwartz Orgler & Jordan / Strickland Christian	1/20/2016	2/11/2016	Case # 1508PC051 Transcript	Awaiting Transcript	\$0.00
Court	Ward Jr Theodore F.	1/20/2016	1/21/2016	Ward Jr Theodore F. / DOB 4/21/1951 / 2/13/2000 Domestic Violence	Completed	\$2.00

Public Records Requests Report

Urban	Howard Zoning Associates LLC / Dunn Kim	1/20/2016	1/20/2016	Certificate of Occupancy & Code Violations for 10900 East Taylor Road	Completed	\$0.00
Urban	Snell Donna	1/20/2016	1/21/2016	Case #1601PC007	Completed	\$0.00
Court	Hub Enterprises/ Driver David	1/21/2016	1/27/2016	Brown Carolyn Ann / DOB 8/1/1951	Completed	\$2.25
Urban	Allstate Insurance / Hewes Summer	1/21/2016	1/22/2016	13610 Tara Hills Circle / Certificate of Occupancy	Completed	\$0.00
Court	CJIS / FBI / NICS	1/21/2016	1/27/2016	Glazier Dean Howard / DOB 5/18/1935	Completed	\$1.00
Court	Mississippi Air National Guard / Harkey Emily	1/22/2016	2/2/2016	Disposition for Case# 15-015088 / Keyes Johnathan Dewayne / DOB 2/13/1983	Completed	\$0.00
Court	Copeland, Cook, Taylor & Bush / Gibson Walter R	1/22/2016	1/27/2016	Docket Sheet showing Charges & dispositions for Nelson Robin L / DOB 9/28/1973	Completed	\$3.25
Urban	Kipping Ken	1/26/2016	2/10/2016	Cambridge Apartments/ 10900 East Taylor Road / Open Code & Permit Violation	Completed	\$0.00
Fire	Kipping Ken	1/26/2016	2/8/2016	Cambridge Apartments/ 10900 East Taylor Road / Fire Code Violation	Completed	\$0.00
Court	Frain Kevin	1/26/2016	2/2/2016	Frain Kevin / DOB 9/14/1965 / 2001 DUI Records	Completed	\$2.25
Court	CJIS / FBI / NICS	1/26/2016	2/2/2016	Lizana Kenneth Nelson / DOB 7/17/1992	Completed	\$0.00
Urban	Deutsch Kerrigan LLP / Robbins Cheryl	1/26/2016		Certificate of Resubdivision of Lots 17,18 & 19 of Bayou Villas Subdivision		
Urban	Marshall Mike	1/26/2016	1/26/2016	Planning Department Council Packet for Zoning of Fun Time USA	Completed	\$8.63
Court	Mississippi Department of Human Services / Evans Susie	1/26/2016	2/2/2016	Dawson Debra / DOB 2/16/1974	Completed	\$0.00
Court	Mississippi Department of Human Services / Evans Susie	1/26/2016	2/2/2016	Miller Coretta / DOB 4/20/1982/ Arrests : 11/12/2001, 8/20/2004, 11/5/2005, 10/14/2000	Completed	\$0.00
Court	Keypoint Government Solutions / Knight Joan	1/26/2016	2/2/2016	Sauder Olivia Paige (Williams) / DOB 4/9/1987	Completed	\$2.25
Public Works	Fortner Gary	1/26/2016	2/1/2016	Synchronization of Street Light @ 19th St & Hwy 49 on 12/19/2014 from 10:30 - 11:30 AM	Completed	\$0.00
Court	Sun Herald / Lee Anita	1/27/2016	2/2/2016	Olson Connie / DOB 9/6/1967/ All Dispositions since 2010	Completed	\$2.50
Court	Miller Cynthia	1/28/2016	1/28/2016	Abstract & Judgments for 15-001491/ DOB 3/27/80	Completed	\$2.25

Public Records Requests Report

Court	CJIS / FBI / NICS	1/28/2016	2/2/2016	Spears Patricia Lynn / DOB 10/22/1960	Completed	\$0.00
Total						\$77.25





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 02/11/2016

Subject: Letter of Recommendation - regarding bids received by Purchasing for Mini Crawler Excavator - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: January 28, 2016

Re: Mini Crawler Excavator
Bids Received 01-26-2015

I have reviewed the bids received on the above referenced item and find Lyle Equipment to be the lowest and best bid as submitted for a total bid amount of \$38,945.00. Although Lee Tractor submitted a bid in the amount of \$35,000.00, they did not meet minimum specifications on the Weight Class, Engine, Tail Swing and Net HP as required on the bid specification.

It is my recommendation to approve the bid as submitted by Lyle Equipment. I have attached a copy of the tabulation sheet for your review and approval.

Thank you for your consideration.

Bids Received: 01-26-2016 Mini Crawler Excavator				
	*Lee Tractor	Lyle Equipment	Puckett Rents	Cowin Equ. Co.
One (1) each new Mini Crawler Excavator Weight class 7,400-8,400 lbs. Net Horsepower Class - 28HP - 37HP	\$ 35,000.00	\$ 38,945.00	\$ 42,260.00	\$ 42,482.00
*Lee Tractor did not meet minimum specifications on the following: Minimum Specifications Weight Class 7,400.00 - 8,400 lbs. Net HP 28 Engine Turbo Tail Swing Tight or Zero (0) Lee Tractor Equipment Specifications 7,110 lbs. Not submitted - only Gross HP No Turbo 21.1" overhand				



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 02/16/2016

Subject: Letter of recommendation - regarding bids received by Purchasing for Toughbook Computers - Utility Billing - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist

Date: February 12, 2016

Re: Toughbook Laptop Computers
Bids Received 1/20/2016

I have reviewed the bids received on the above referenced item and recommend acceptance of the lowest and best bid as submitted by GovConnection for a bid amount of \$20,321.72.

I have issued Purchase Orders #185458 accordingly and respectfully request you make this a part of the minutes.

Thank you for your consideration.

Toughbook Computers

Bid Date: 02-08-16

PO# 185458

	Qty.	Gov Connection		IT Savvy		CDW-G	
		Unit Cost	Extended Cost	Unit Cost		Unit Cost	Extended Cost
Toughbook 54 8GB/500GB 14"FHD	7	\$2,499.00	\$ 17,493.00	\$ 2,544.79	\$ 17,813.53	\$ 2,549.07	\$ 17,843.49
Net motion wireless mobility for windows	10	\$269.00	\$ 2,690.00	\$ 254.95	\$ 2,549.50	\$ 258.35	\$ 2,583.50
Net motion wireless premium maintenance	1	\$138.72	\$ 138.72	\$ 147.40	\$ 147.40	\$ 138.92	\$ 138.92
Total Cost			\$ 20,321.72		\$ 20,510.43		\$ 20,565.91



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 02/16/2016

Subject: Letter - regarding bid awarded by Purchasing for Traffic Signal Cameras - Public Works -
to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist

Date: February 12, 2016

Re: Encore Traffic Sensor Cameras
Bids Received 2/08/2016

I have reviewed the bids received on the above referenced item and recommend acceptance of the lowest and best bid as submitted by Southern Lighting & Traffic Systems for a bid amount of \$20,182.20.

I have issued Purchase Orders #185464 accordingly and respectfully request you make this a part of the minutes.

Thank you for your consideration.

Traffic Cameras

Bid Date: 02-08-16

PO# 185464

	Qty.	Southern Lighting & Traffic Systems			Southeastern Pole Sales Inc			InLine	
		Unit Cost	Extended Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Extended Cost
MVP Sensor-Encore Camera with Processor	4	\$3,385.00	\$ 13,540.00	\$ 3,487.00	\$ 13,948.00	\$ 3,554.00	\$ 14,216.00		
Terra Point DPM	3	\$1,856.00	\$ 5,568.00	\$ 1,911.00	\$ 5,733.00	\$ 1,948.00	\$ 5,844.00		
Terra Interface Panel	1	\$623.00	\$ 623.00	\$ 642.00	\$ 642.00	\$ 654.00	\$ 654.00		
Spare Connector	8	\$26.90	\$ 215.20	\$ 28.00	\$ 224.00	\$ 28.00	\$ 224.00		
Horizontal camera Mount M11	4	\$59.00	\$ 236.00	\$ 61.00	\$ 244.00	\$ 62.00	\$ 248.00		
Total Cost			\$ 20,182.20		\$ 20,791.00		\$ 21,186.00		



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Purchasing

Date: 02/25/2016

Subject: Letter - regarding bid awarded by Purchasing for Sanitary Manhole - Public Works - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins  Procurement Specialist

Date: February 24, 2016

Re: Sanitary Manhole
Bids Received in Purchasing 02/17/2016

I have reviewed the quotes received on the above referenced item and find Forterra Pipe and Precast LLL., to be the lowest and best for a total amount of \$9009.33.

I have issued Purchase Order #185667 accordingly and respectfully request you make this a part of the minutes. Please see attached tabulation sheet for your review

Thank you for your consideration.

Sanitary Manholes
Department of Public Works
PO # 185667

		Forterra Pipe and Precast, LLC		PCS (Precast Concrete System)		Northshore Contrete Products, LLC	
Description	QTY	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
48" Diameter (5" Wall/6" Base) 0'-6' Deep	2	\$ 763.52	\$ 1,527.04	\$ 845.00	\$ 1,690.00	\$ 1,640.00	\$ 3,280.00
48" Diameter (5" Wall/6" Base) 6'-8' Deep	5	\$ 997.16	\$ 4,985.80	\$ 1,105.00	\$ 5,525.00	\$ 1,640.00	\$ 8,200.00
48" Diameter (5" Wall/6" Base) 8'-10' Deep	1	\$ 1,224.41	\$ 1,224.41	\$ 1,425.00	\$ 1,425.00	\$ 1,640.00	\$ 1,640.00
48" Diameter (5" Wall/6" Base) 10'-12' Deep	1	\$ 1,272.08	\$ 1,272.08	\$ 1,530.00	\$ 1,530.00	\$ 1,640.00	\$ 1,640.00
			\$ 9,009.33		\$ 10,170.00		\$ 14,760.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Henrietta Spaulding, Procurement Specialist
Purchasing

Date: 02/26/2016

Subject: Letter - regarding bid awarded by Purchasing for a Phase Base Mount Cabinet - Public Works - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Henrietta Spaulding, Procurement Specialist

Date: February 26, 2016

Re: Cabinet (8 phase base mount) for Hwy 90 & Courthouse Rd.

Public Works Department (Traffic)

I have reviewed the bids received on the above referenced item and recommend acceptance of the lowest best bid as submitted by Temple, INC at a cost of \$7,435.00.

I have issued Purchase Order # 185721. Please see tabulation sheet below for your review and request that this item be spread across the minutes.

Thank you for your consideration.

Vendor	Description	Unit Price	Ext. Price
Temple, INC	8 Phase Base Mount Cabinet	\$7,435.00	\$7,435.00
B & B Electric & Utility	8 Phase Base Mount Cabinet	\$8,315.00	\$8,315.00
Powell Construction	8 Phase Base Mount Cabinet	\$8,995.00	\$8,995.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Elizabeth MacMillan, Office Manager
Leisure Services

Date: 02/29/2016

Subject: Request - from Leisure Services to make additional payment to Swetman Security for pre/post Gulfport Harbor Lights Winter Festival services.

Recommendation:



**DEPARTMENT OF
LEISURE SERVICES**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5881
Fax: 228-868-5883

Joseph T. Jones
1422 23rd Avenue
Gulfport, MS 39502

To: Mayor Billy Hewes
Dr. John Kelly, CAO
David D'Aquila, Director Leisure Services
City Council

From: David D'Aquila
Director Leisure Services

Date: Monday, February 22nd, 2016

Re: Letter Requesting Additional Payment to Swetman Security from Gulfport Harbor Lights
Winter Festival Pre/Post Event

For the Gulfport Harbor Lights Winter Festival, we provided Swetman Security with a PO in the amount of \$22,500 and a council approval on the scope of work. However, this amount was only for the 36 actual show dates, where Swetman Security provided staff for the event operational hours.

Based on the investment and time that it was out prior to regular security being scheduled it was determined that we needed to have Swetman Security present in Jones Park, starting on November 16th, after 4pm each day prior to the start of the actual show date on Friday, November 27th and that we also needed Swetman Security present during the post festival for removal of the lights in Jones Park. These additional services totaled to be: \$3,157.00

Since this was our first year for the event and we did not know how many rain dates or how the event size would flow, we worked with Swetman to control costs within the actual scope of the original contract. There was the possibility that this time would have been covered in the original contract if we had some additional rainouts, which did not occur.

Based on the above and I am requesting an additional PO be approved to Swetman Security for this additional total cost.



David D'Aquila



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Karen McCarty, Grants Management
Community Development

Date: 02/29/2016

Subject: Request - to advertise 2016 Annual Action Plans for CDBG and HOME and 2015 Year End Consolidated Annual Performance and Evaluation Report.

Recommendation:

Memorandum – *City of Gulfport. . .*

Community Development Department

To: Mayor Billy Hewes
John Kelly, Chief Administrative Officer
Linda Elias, Comptroller
Council Members – Kenneth ‘Truck’ Casey, Sr., Ricky Dombrowski, Ella Holmes-Hines,
R. B. ‘Rusty’ Walker, IV, Myles Sharp, Robert ‘R. Lee’ Flowers, Cara L. Pucheu

From: Karen C. McCarty,
Community Development Administrator

Date: February 29, 2016

COUNCIL AGENDA – MARCH 8, 2016

Please place the following items on the March 8, 2016 Council Agenda;

Approval to advertise the Combined Notification of Draft of the 2016 Annual Action Plan 30-day public notification and Public Hearing and Advertisement of the 15-day public notification of the 2015 Fiscal Year End Consolidated Annual Performance and Evaluation Report (CAPER).

Public Notification in the Sun Herald on March 15, 2016, with tentative Public Hearings scheduled on March 21, 2016 at 5:30 p.m. at City Hall Council Chambers and March 22, 2016 at 5:30 p.m. at Gaston Hewes Community Center (dates and location tentative as of today).

Funding Source: Community Development Block Grant Program and HOME Programs.



**NOTICE OF AVAILABILITY OF DRAFT AND PUBLIC HEARING NOTICE
CDBG AND HOME ENTITLEMENT PROGRAMS
FY 2016 ANNUAL ACTION PLAN
30-DAY COMMENT PERIOD
(March 14, 2016 to April 13, 2016)
NOTICE OF 15-DAY PUBLIC NOTIFICATION
2015 FISCAL YEAR END CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORT**

A draft copy of the 2016 Annual Action Plan for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Entitlement Programs are available for review and comment by the public and other interested groups. This annual plan contains the short-term goals and strategies, including specific activities recommended for funding in the next fiscal year and proposed amendments under the City's federal entitlement programs.

The thirty (30) day review and comment period for the 2016 Action Plan is March 14, 2016 to April 13, 2016. The (15) day review and comment period for the CAPER is March 14, 2016 to March 29, 2016.

A public hearing to review and comment on the Proposed Action Plan and Substantial Amendment will be held on March 21, 2016, 5:30 p.m. in the City Hall Council Chambers, 2309 15th Street.

Those persons needing assistance, or with special needs, must contact the Community Development Department at 228-868-5736 at least three days prior to the hearing.

Copies are available at the Community Development Division located at 1410 24th Avenue and City Hall, 2309 15th Street and on the City of Gulfport website www.gulfport-ms.gov. Written comments may be sent to: Community Development Division at (228) 868-5705, ext. 6545 or email communitydevelopment@gulfport-ms.gov.