



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, October 18, 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 September 20 & October 4, 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 Certificate of Resubdivision - of tax parcels 0807J-01-009.000 and 0807J-01-010.000, containing 8.46 acres aggregate into parcels "Lot A" to contain 7.179 acres and "Lot B" with 1.217 acres, zoned R-1-15 (Single Family) (Located north of and adjacent to Duckworth Road, south of Laurelwood Drive, east of Aerie Road, and west of Woodland Drive), Case #1609PC116 - Ward 7.
- 4 Certificate of Resubdivision - of tax parcel 1011D-03-015.000, containing 17,264 square feet, into two parcels; 0.197 acre Parcel "A" and 0.198 acre Parcel "B;" zoned T4+ (General Urban Zone Plus) (Located north of Beach Drive, south of Township Road, east of and adjacent to Markham Drive, and west of Phillips Drive) - Case # 1609PC120 - Ward 2.

- 5 Final Plat - for 10-lots at Tanner Place Subdivision from tax parcels 0910G-02-004.000, 0910G-02-004.001, 0910G-02-004.002, 0910G-02-004.003, 0910G-02-004.004, 0910G-02-004.005, 0910G-02-004.006, 0910G-02-004.007, 0910G-02-004.008, 0910G-02-004.009, and 0910G-002-004.010 containing an aggregate of 1.73 acres and being zoned R-1-7.5 (Single-Family) (Located north of Commerce Street, south of Magnolia Street, east of Canal Street, and west of an adjacent to Courthouse Road) - Case 1608PC109 - Ward 4.
- 6 Ordinance - amendment to Section II. General Regulations (F) Central business districts, of the Gulfport Comprehensive Zoning Ordinance to amend the definition of Central Business District - Case 1610PC132.
- 7 Ordinance - amendment to Section I (B) Definitions, of the Gulfport Comprehensive Zoning Ordinance to amend to the definition of dwelling, multiple-family and an amendment to Section V (A) Policy on planned building groups, of the Gulfport Comprehensive Zoning Ordinance (1) Purpose of provisions - Case 1605PC065.
- 8 Ordinance - providing for the salary of compensation for certain employees/positions of the City of Gulfport and for related purposes.

Resolutions / Requests

- 9 Resolution - approving Public Trust Tidelands Lease with the State of Mississippi for Water System Connection across Bernard Bayou and authorizing the Mayor to execute the same.
- 10 Resolution - approving Agreement with Mississippi Gulf Coast Community College for Employee Training Services and authorizing the Mayor to execute same.
- 11 Resolution - approving various FY 2016 Sub-Recipient Public Service Agreements for the Community Development Block Grant Program and authorizing the Mayor to execute the same.
- 12 Resolution - approving Agreement with Automated Merchant Systems, Inc., for credit card services, and authorizing the Mayor to execute the same.
- 13 Resolution - approving Bid Award and Agreement with Pickering Firm, Inc. for construction engineering and inspection services in connection with the Courthouse Rd. Improvements Project, and for related purposes.
- 14 Resolution - authorizing work under the Gulfport Repair and Replacement Unit Contract with Knowles Construction, Inc., authorizing the Mayor to execute the same.

- 15 Resolution - approving Supplemental Agreement #1 from Construction Engineering Services regarding the 28th Street Widening Project, Phase 2 and authorizing the Mayor to execute the same.
- 16 Request - regarding recommendations on basic life, voluntary insurance products and enhanced pharmacy recommendations for 2017.
- 17 Request - from citizens of Stewart Avenue for a temporary street closure for a Halloween Block Party to be held on October 29, 2016, from 6-10 p.m.
- 18 Request - from First United Methodist Church for a temporary street closure for a "Trunk or Treat" event to be held on October 30, 2016.

Budget Amendments / Docket of Claims

- 19 Budget Amendment #1 - transfer of funds for boring, painting poles, and concrete foundation for East Taylor traffic poles - Public Works Department.
- 20 Docket of Claims - to be approved through October 19, 2016.

Routine Agenda

- 21 Resolution - awarding bids for lot clean-ups and/or demolitions.
- 22 Acceptance - of Recorded Deed - Fire Station #8 - to be made a part of the minutes.
- 23 Acceptance - of full and final Resolution Agreement regarding termination of Lease Agreement - to be made a part of the minutes.
- 24 Year to Date Budget Report - for month ending September 30, 2016 - to be made part of the minutes.
- 25 Associated Adjusters Check Register - for the month of September, 2016 - to be made part of the minutes.
- 26 Biweekly Pay Distribution Journals - for the month of September, 2016 - to be made part of the minutes.
- 27 Privilege License Report - for the month of September, 2016 - to be made a part of the minutes.

- 28 Letter - regarding emergency purchase for Repair Parts - Public Works - to be made a part of the minutes.
- 29 Letter - regarding One-Year Extension with Weaver Electric for City Wide Electrical Services - to be made a part of the minutes.
- 30 Letter - regarding purchase of Promotional Items for advertisement purposes - Fire Department - to be made a part of the minutes.
- 31 Letter - regarding purchase of Promotional Items for advertisement purposes - Human Resources - to be made a part of the minutes.
- 32 Letter - regarding purchase of Promotional Items for advertisement purposes - Urban Development - to be made a part of the minutes.
- 33 Letter - regarding purchase of Promotional Items for advertisement purposes - Leisure Services - to be made a part of the minutes.
- 34 Legal Notice - to request advertising for Gulfport Sportsplex Expansion, Phase "B" within 60 days.

Public Agenda

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

Council Comments

Memorial Adjournment

- **Mrs. Bettye Jean Sutton**
- **Mrs. Janie Thomas**

Executive Session

Setting of Next Meeting and Adjournment



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
City Council

Date: 10/11/2016

Subject: Approval of minutes - for September 20 & October 4, 2016.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 10/07/2016

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: October 7, 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 18th day of October, 2016.

Please place the attached item on the Council agenda for
October 18, 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: October 7, 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 18th day of October, 2016, to the City Council:

WARD 1

Parcel 1: 0711G-03-021.000. Lot 4, Blk. 20, Jonestown McCaughan Add. – 45th Avenue. Cut and clean grounds and remove all trash and debris from site. (Harrison Properties II LLC)

WARD 2

Parcel 2: 0910I-02-010.000. 603 E. Pass Road. Cut and clean grounds and remove all trash and debris from site. (Gimenez)

Parcel 3: 1011D-01-051.000. Lot 17 & N 10 Ft. of Lot 14, Lakeland Subd. – 144 Cedar Drive. Cut and clean grounds and remove all trash and debris from site. (Lide)

Parcel 4: 1010O-01-054.002. 2420 Collins Blvd. Cut and clean grounds and remove all trash and debris from site. (Morgan)

WARD 3

Parcel 5: 0809M-02-004.037. Lot F, Forest Heights – Tulip Court. Cut and clean grounds and remove all trash and debris from site. (Griggs)

Parcel 6: 0811C-05-041.000. Lot 12-14 Inc., Blk. 59, Original Gulfport – 2301 26th Avenue. Cut and clean grounds and remove all trash and debris from site. (Newman)

Parcel 7: 0810N-01-041.003. Lots 9-12 Ind., Blk. 28, Standard Land #2 – 2021 32nd Street. Cut and clean grounds and remove all trash and debris from site. (Henderson)

Parcel 8: 0810f-02-084.000. Lot 28-30, Blk. 332, North Gulfport Subd. – 8108 Mississippi Avenue. Demolish structures, remove all steps, slabs, driveways and sidewalks. Cut and clean grounds and remove all trash and debris from site. (Magee Est.)(Demo)

Parcel 9: 0811G-05-058.000. Lots 9-10, Blk. 4, McAlpin Add. - 2005 19th Avenue. Board up and secure all openings. Cut and clean grounds and remove all trash and debris from site. (Eilermann Et Al)

Parcel 10: 0911D-04-003.001. Lots 10-12, Blk. 11, Grasslawn – 817 25th Street. Cut and clean grounds and remove all trash and debris from site. (Matina)

Parcel 11: 0911C-01-134.000. Lots 18-19 Less Pcl to City for Road, Blk. 12, Hewes Add. – 23rd Street. Cut and clean grounds and remove all trash and debris from site. (GCCAA)

WARD 4

Parcel 12: 0909K-02-009.000. 158 Bayou Circle. Cut and clean grounds and remove all trash and debris from site. (Flanagan L/E)

Parcel 13: 1010E-02-010.000. N 100 Ft. of W 1/2 of Square of Monet Survey – 1225 W. Pine Street. Cut and clean grounds and remove all trash and debris from site. (Peters)

Parcel 14: 1010E-03-007.019. Lot 19, Old Towne – 909 Old Towne Street. Cut and clean grounds and remove all trash and debris from site. (Simmons)

WARD 5

- Parcel 15: 0808I-03-066.000. Lot 7, Blk. 1, Norwood Subd. – 11826 Klein Road. Cut and clean grounds and remove all trash and debris from site. (Gorman Est.)
- Parcel 16: 0808I-03-057.001. Lot 6, Blk. 6, Norwood Subd. - 11870 Klein Road. Cut and clean grounds and remove all trash and debris from site. (Freeman)
- Parcel 17: 0908N-05-001.174. Lot 123, Forest North Subd. Ph 4 – 10690 East Baytree Drive. Repair or remove inoperable vehicle(s) from site. Cut and clean grounds and remove all trash and debris from site. (Green & Parzynski)

WARD 6

- Parcel 18: 0808A-01-009.004. Lot 4, The White Oaks at Mays Place Estates - 14148 Mays Road. Cut and clean grounds and remove all trash and debris from site. (Mason Trendsetters Dev Co LLC)
- Parcel 19: 0808H-03-030.000. Lot 277, Olivet Subd. 1st Add. – 214 Tandy Drive. Cut and clean grounds and remove all trash and debris from site. (Cogburn)
- Parcel 20: 0908L-01-021.000. Lot 74, Wingate Subd. - 74 Fleetwood Drive. Cut and clean grounds and remove all trash and debris from site. (Woods & Thurmond)
- Parcel 21: 0908K-02-035.005. 2503 Fir Street. Cut and clean grounds and remove all trash and debris from site. (Nilges, Sr.)
- Parcel 22: 0908J-01-001.091. Lot 39, Fairfield Subd. Part 3 – 11313 Mia Drive. Cut and clean grounds and remove all trash and debris from site. (L & F Homes & Dev LLC)
- Parcel 23: 0908J-01-001.098. Lot 46, Fairfield Subd. Part 3 – 11341 Mia Drive. Cut and clean grounds and remove all trash and debris from site. (L & F Homes & Dev LLC)

WARD 7

- Parcel 24: 0708B-02-018.000. Lot 47, Spring Valley Subd. – 12312 Salisbury Road. Cut and clean grounds and remove all trash and debris from site. (Schultz Jr.)
- Parcel 25: 0807O-01-002.001. Sullivan Lane. Remove inoperable vehicle(s). Remove trailer or relocate to an approved location. Cut and clean grounds and remove all trash and debris from site. (Tolar Et Al)
- Parcel 26: 0808F-05-048.000. W 35 Ft. of Lot 50 & E 45 Ft. of Lot 51, Norwood Hills Central Subd. – 15235 Ginger Cove. Cut and clean grounds and remove all trash and debris from site. (Kerr)
- Parcel 27: 0808K-03-083.000. Lot 28, Blk. 1, Bel-Aire Subd. 4th Add. – 11417 Harris Drive. Cut and clean grounds and remove all trash and debris from site. (Villa Properties LLC)
- Parcel 28: 0808K-03-134.001. 15245 Hamilton Street. Cut and clean grounds and remove all trash and debris from site. (Paystrup & Ivy)
- Parcel 29: 0808G-01-004.000. Lot 63, Briarwood South Subd. – 14418 Deidra Court. Cut and clean grounds and remove all trash and debris from site. (Hubbard)

There came on for consideration at a meeting of the Mayor and members of the Council of the City of Gulfport, Mississippi, held on the **18th** day of **October, 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 uncleanliness as to be a menace to the public health, safety and welfare of the community; and

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

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

- Parcel 1: 0711G-03-021.000. Lot 4, Blk. 20, Jonestown McCaughan Add. – 45th Avenue. Cut and clean grounds and remove all trash and debris from site. (Harrison Properties II LLC)
- Parcel 2: 0910I-02-010.000. 603 E. Pass Road. Cut and clean grounds and remove all trash and debris from site. (Gimenez)
- Parcel 3: 1011D-01-051.000. Lot 17 & N 10 Ft. of Lot 14, Lakeland Subd. – 144 Cedar Drive. Cut and clean grounds and remove all trash and debris from site. (Lide)
- Parcel 4: 1010O-01-054.002. 2420 Collins Blvd. Cut and clean grounds and remove all trash and debris from site. (Morgan)
- Parcel 5: 0809M-02-004.037. Lot F, Forest Heights – Tulip Court. Cut and clean grounds and remove all trash and debris from site. (Griggs)
- Parcel 6: 0811C-05-041.000. Lot 12-14 Inc., Blk. 59, Original Gulfport – 2301 26th Avenue. Cut and clean grounds and remove all trash and debris from site. (Newman)
- Parcel 7: 0810N-01-041.003. Lots 9-12 Ind., Blk. 28, Standard Land #2 – 2021 32nd Street. Cut and clean grounds and remove all trash and debris from site. (Henderson)
- Parcel 8: 0810f-02-084.000. Lot 28-30, Blk. 332, North Gulfport Subd. – 8108 Mississippi Avenue. Demolish structures, remove all steps, slabs, driveways and sidewalks. Cut and clean grounds and remove all trash and debris from site. (Magee Est.)(Demo)

- Parcel 9: 0811G-05-058.000. Lots 9-10, Blk. 4, McAlpin Add. - 2005 19th Avenue. Board up and secure all openings. Cut and clean grounds and remove all trash and debris from site. (Eilermann Et Al)
- Parcel 10: 0911D-04-003.001. Lots 10-12, Blk. 11, Grasslawn – 817 25th Street. Cut and clean grounds and remove all trash and debris from site. (Matina)
- Parcel 11: 0911C-01-134.000. Lots 18-19 Less Pcl to City for Road, Blk. 12, Hewes Add. – 23rd Street. Cut and clean grounds and remove all trash and debris from site. (GCCAA)
- Parcel 12: 0909K-02-009.000. 158 Bayou Circle. Cut and clean grounds and remove all trash and debris from site. (Flanagan L/E)
- Parcel 13: 1010E-02-010.000. N 100 Ft. of W 1/2 of Square of Monet Survey – 1225 W. Pine Street. Cut and clean grounds and remove all trash and debris from site. (Peters)
- Parcel 14: 1010E-03-007.019. Lot 19, Old Towne – 909 Old Towne Street. Cut and clean grounds and remove all trash and debris from site. (Simmons)
- Parcel 15: 0808I-03-066.000. Lot 7, Blk. 1, Norwood Subd. – 11826 Klein Road. Cut and clean grounds and remove all trash and debris from site. (Gorman Est.)
- Parcel 16: 0808I-03-057.001. Lot 6, Blk. 6, Norwood Subd. - 11870 Klein Road. Cut and clean grounds and remove all trash and debris from site. (Freeman)
- Parcel 17: 0908N-05-001.174. Lot 123, Forest North Subd. Ph 4 – 10690 East Baytree Drive. Repair or remove inoperable vehicle(s) from site. Cut and clean grounds and remove all trash and debris from site. (Green & Parzynski)
- Parcel 18: 0808A-01-009.004. Lot 4, The White Oaks at Mays Place Estates - 14148 Mays Road. Cut and clean grounds and remove all trash and debris from site. (Mason Trendsetters Dev Co LLC)
- Parcel 19: 0808H-03-030.000. Lot 277, Olivet Subd. 1st Add. – 214 Tandy Drive. Cut and clean grounds and remove all trash and debris from site. (Cogburn)
- Parcel 20: 0908L-01-021.000. Lot 74, Wingate Subd. - 74 Fleetwood Drive. Cut and clean grounds and remove all trash and debris from site. (Woods & Thurmond)
- Parcel 21: 0908K-02-035.005. 2503 Fir Street. Cut and clean grounds and remove all trash and debris from site. (Nilges, Sr.)
- Parcel 22: 0908J-01-001.091. Lot 39, Fairfield Subd. Part 3 – 11313 Mia Drive. Cut and clean grounds and remove all trash and debris from site. (L & F Homes & Dev LLC)
- Parcel 23: 0908J-01-001.098. Lot 46, Fairfield Subd. Part 3 – 11341 Mia Drive. Cut and clean grounds and remove all trash and debris from site. (L & F Homes & Dev LLC)
- Parcel 24: 0708B-02-018.000. Lot 47, Spring Valley Subd. – 12312 Salisbury Road. Cut and clean grounds and remove all trash and debris from site. (Schultz Jr.)
- Parcel 25: 0807O-01-002.001. Sullivan Lane. Remove inoperable vehicle(s). Remove trailer or relocate to an approved location. Cut and clean grounds and remove all trash and debris from site. (Tolar Et Al)
- Parcel 26: 0808F-05-048.000. W 35 Ft. of Lot 50 & E 45 Ft. of Lot 51, Norwood Hills Central Subd. – 15235 Ginger Cove. Cut and clean grounds and remove all trash and debris from site. (Kerr)
- Parcel 27: 0808K-03-083.000. Lot 28, Blk. 1, Bel-Aire Subd. 4th Add. – 11417 Harris Drive. Cut and clean grounds and remove all trash and debris from site. (Villa Properties LLC)
- Parcel 28: 0808K-03-134.001. 15245 Hamilton Street. Cut and clean grounds and remove all trash and debris from site. (Paystrup & Ivy)
- Parcel 29: 0808G-01-004.000. Lot 63, Briarwood South Subd. – 14418 Deidra Court. Cut and clean grounds and remove all trash and debris from

site. (Hubbard)

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: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: October 18, 2016

Re: Certificate of Resubdivision - of tax parcels 0807J-01-009.000 and 0807J-01-010.000, containing 8.46 acres aggregate into parcels "Lot A" to contain 7.179 acres and "Lot B" with 1.217 acres, zoned R-1-15 (Single Family) (Located north of and adjacent to Duckworth Road, south of Laurelwood Drive, east of Aerie Road, and west of Woodland Drive), Case #1609PC116 - Ward 7

John E. and Beatrice J. Dill with Valeri M. and Glenn B. Merritt, property owners, request to resubdivide tax parcels 0807J-01-009.000 and 0807J-01-010.000, containing 8.46 acres aggregate into parcels "Lot A" to contain 7.179 acres and "Lot B" with 1.217 acres, zoned R-1-15 (Single Family) (Located north of and adjacent to Duckworth Road, south of Laurelwood Drive, east of Aerie Road, and west of Woodland Drive), Ward 7.

Packet Contents:

1. Cover Sheet
2. CC Transmittal
3. Staff Report
4. Locator Map
5. Application (2 Pages)
6. Covenant Statements (2 Pages)
7. Certificate of Resubdivision (5 Pages)

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: October 7, 2016

RE: Resubdivision 1610PC116:

Subject: John E. and Beatrice J. Dill with Valeri M. and Glenn B. Merritt, property owners, request to resubdivide tax parcels 0807J-01-009.000 and 0807J-01-010.000, containing 8.46 acres aggregate into parcels "Lot A" to contain 7.179 acres and "Lot B" with 1.217 acres, zoned R-1-15 (Single Family) (Located north of and adjacent to Duckworth Road, south of Laurelwood Drive, east of Aerie Road, and west of Woodland Drive), Ward 7.

Planning Staff recommendation: To approve staff recommends approval subject to the following conditions:

1. Existing legally-nonconforming commercial-agricultural uses on the property cannot be expanded to occupy a greater amount of land than currently used.
2. Must comply with all rules and regulations that apply.

Planning Commission recommendation: On September 22, 2016, the Gulfport City Planning Commission recommended Approval of the above staff recommendation.

Motion: Adolph

Second: Jones

KEITH WILLIAMS - Chairman

CHARLIE HEWES - yea

JOHN ANTHONY - yea

WM. PRINCE JONES - yea

MARTY WARREN - yea

B. J. SELLERS - yea

VIRGINIA ADOLPH - yea

EVERETTE LAD LADNER - yea

MICHAEL DANIELS - yea

COLETTE TOWLES - absent

DOUG HANCOCK - absent

Action: The motion carried (6-0)

Speaking for the Petition: John Dill

Speaking against the Petition: None

Please place the attached item on the Council agenda for October 18, 2016.

STAFF REPORT (Resubdivision)

GENERAL INFORMATION

Case File Number: 1609PC116

Hearing Date: September 22, 2016

Current Zoning/Use: R-1-15 / Single Family/ Farm

Proposal: John E. and Beatrice J. Dill with Valeri M. and Glenn B. Merritt, property owners, request to resubdivide tax parcels 0807J-01-009.000 and 0807J-01-010.000, containing 8.46 acres aggregate into parcels "Lot A" to contain 7.179 acres and "Lot B" with 1.217 acres, zoned R-1-15 (Single Family).

Location: North of and adjacent to Duckworth Road, south of Laurelwood Drive, east of Aerie Road, and west of Woodland Drive, Ward 7.

ANALYSIS

The applicant request a Resubdivision of parcel 0807J-01-009.000 and 0807J-01-010.000 containing 8.46 acres aggregate into parcels "Lot A" to contain 7.179 acres and "Lot B" with 1.217 acres. In an R-1-15 zoning district, the minimum lot size of a parcel of land is 15,000 square feet. The approval for the resubdivision is continuant upon the Gulfport Subdivision Regulations that require the following:

1. Each new lot created is in compliance with appropriate zoning ordinances, building codes and restrictive covenants, if any;
2. Each new lot created shall have direct access to a dedicated public street for at least 35 feet; and
3. Each new lot created shall have available capacity for water and sewer

The proposed parcels are located adjacent to existing City rights-of-way, are protected by Gulfport Fire and Police, and will have capacity for City water and sewer. The applicant states there are no protective or restrictive covenants which would prevent the resubdivision of the parcels. Therefore, the staff recommends to approve the resubdivision.

SPECIAL NOTE

Staff review of the site found an existing legally-nonconforming commercial Satsuma farm. The Satsuma farm may continue to exist on the resubdivded property; however, the location and

M. L.
Reviewed by Greg Holmes

acreage used for commercial purposes cannot be moved or expanded or the same into the additional area received by the proposed resubdivision.

CONDITIONS BY DEPARTMENTS AND AGENCIES

Engineering: No conditions. Memo dated September 7, 2016.

Public Works: No conditions. Memo dated September 7, 2016.

Traffic and Safety: No conditions. Memo dated September 2, 2016.

Building Code Services: Must comply with all current Building Codes and City of Gulfport Ordinance. Memo dated September 2, 2016.

Police Department: No conditions. Memo dated September 6, 2016.

Fire Department: No comment as of September 6, 2016.

RECOMMENDATION

The request meets the requirements for resubdivision of property. Therefore, the staff recommends approval subject to the following conditions:

1. Existing legally-nonconforming commercial-agricultural uses on the property cannot be expanded to occupy a greater amount of land than currently used.
2. Must comply with all rules and regulations that apply.

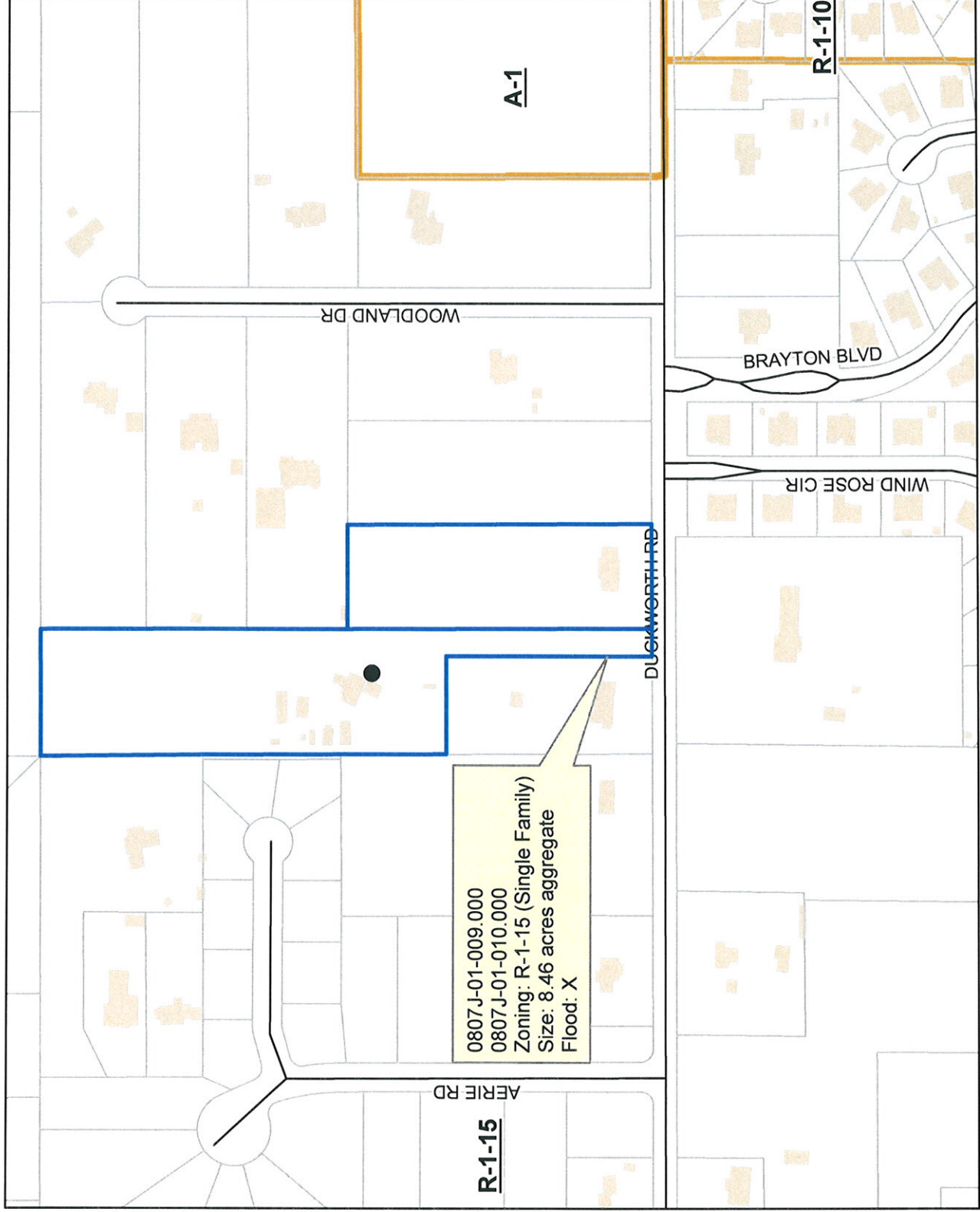
APPROVALS

This staff report has been reviewed and approved by:



Greg Pietrangelo

Director of Urban Development Department



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



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

For Staff Use Only

Case File #: 1609 PC116Date Received: 8/2/16Receipt #: 8000357Received By: CL

Zoning: _____

Ward: _____ Flood: _____

Size: _____

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

0	8	0	7	J
0	8	0	7	J

 -

0	1
0	1

 -

0	0	9
0	1	0

 .

0	0	0
0	0	0

(If necessary, use separate sheet of paper)

Address of Property Involved: 14362 DUCKWORTH RD, GULFPORT, MS 39503

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

General Location: 1 mile EAST OF HWY 49 ON N SIDE OF DUCKWORTH RD.

GENERAL DESCRIPTION OF REQUEST:

LOT LINE REARRANGEMENT ON TWO TAX PARCELS LISTED ABOVE

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

JOHN E. DILL AND BEATRICE J. DILL

Printed Name Of Owner

14362 DUCKWORTH RD

Mailing Address

GULFPORT MS 39503

City

State

Zip code

228-697-2152

Home Phone

Work/Cell Phone

JDill2629@hotmail.com

Email

John E. Dill Beatrice J. Dill

Signature Of Owner

Printed Name Of Agent

Mailing Address

City

State

Zip code

Home Phone

Work/Cell Phone

Email

Signature Of Agent

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



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

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) JOHN E. DILL AND BEATRICE J. DILL
 ADDRESS (STREET, CITY, STATE, ZIP CODE) 14362 DUCKWORTH RD GULFPORT MS 39503
 PHONE # (H) 228-697-2152 (W) _____

TAX PARCEL NUMBER(S) OWNED 08075-01-009.000
 SIGNATURE: J. E. Dill Beatrice J. Dill

NAME OF OWNER (PRINT) GLENN B. MERRITT AND VALERI M. MERRITT
 ADDRESS (STREET, CITY, STATE, ZIP CODE) 14380 DUCKWORTH RD GULFPORT MS 39503
 PHONE # (H) 228-831-2936 (W) _____

TAX PARCEL NUMBER(S) OWNED 08075-01-010.000
 SIGNATURE: Glenn B. Merritt Valeri M. Merritt

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: JOHN DILL

8-1-16

Re: # 0807J-01.010.000

With Regards TO THE PROPERTY LISTED ABOVE, TO THE
BEST OF MY KNOWLEDGE THERE ARE NO RECORDED
RESTRICTIVE COVENANTS.

THIS PARCEL RECORDED DEED BOOK 1408, PAGE 345.
PARCEL IS SITUATED IN SECTION 34, TOWNSHIP 6 SOUTH,
RANGE 11 WEST, HARRISON COUNTY MS.

Joh E Dill

8-1-2016

E. Dill

Sworn to and subscribed to me this

15 day of August 2016.

Notary:



STATE OF MISSISSIPPI

COUNTY OF HARRISON

AFFIDAVIT OF NO COVENANTS

RE: Parcel in NE1/4 of NE1/4,
Sec. 34-6-11

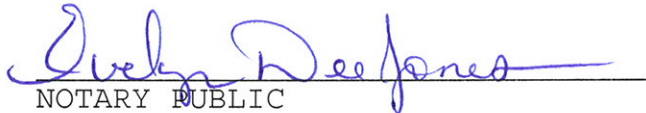
PERSONALLY came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the undersigned, JOHN E. DILL, who, after having been duly sworn on oath, states that he is one of the owners of the above referenced property by virtue of that certain Quitclaim Deed recorded in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, as Instrument #2015-2683-D-J1, and that to the best of his knowledge, there are no recorded restrictive covenants with reference to subject property.

WITNESS MY SIGNATURE this the 1st day of August, 2016.



JOHN E. DILL

SWORN TO AND SUBSCRIBED BEFORE ME, this the 1st day of August, 2016.



NOTARY PUBLIC

My Commission Expires:



**A RESUBDIVISION OF A TWO
PARCELS KNOWN AS TAX PARCELS
0807J-01-009.000 AND
0807J-01-010.000, CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI,
INTO LOTS "A" AND "B".
ADDRESSES-
14362 AND 14380 DUCKWORTH ROAD**

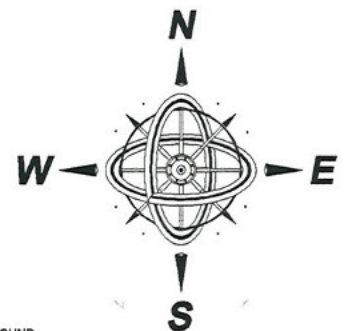
FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN FIRM ZONE "X" ACCORDING TO MAP NUMBER 28047C0255G, DATED JUNE 16, 2009. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

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

NOTES:

- 1.) FIELD SURVEY PERFORMED WITH A TOPCON GR5 GPS RECEIVER.
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
- 3.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.
- 4.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.



NOTE:

WATER IS SERVICED BY CITY OF GULFPORT AND SEWER BY PRIVATE SEPTIC TANKS.

LEGEND:

- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- SPIKE FOUND
- SPIKE SET
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- LIGHTARD KNOT FOUND
- AS PER SURVEY
- AS PER RECORD
- AS PER PLAT
- IRON ROD FOUND
- IRON ROD SET

MINIMUM BUILDING SETBACKS:

THIS PARCEL OF LAND IS LOCATED IN A ZONE R-1-15, SINGLE FAMILY RESIDENCE DISTRICT AS PER CITY OF GULFPORT ONLINE ATLAS.

FRONT YARD - 25 FEET
SIDE YARD - 15 FEET
REAR YARD - 15 FEET

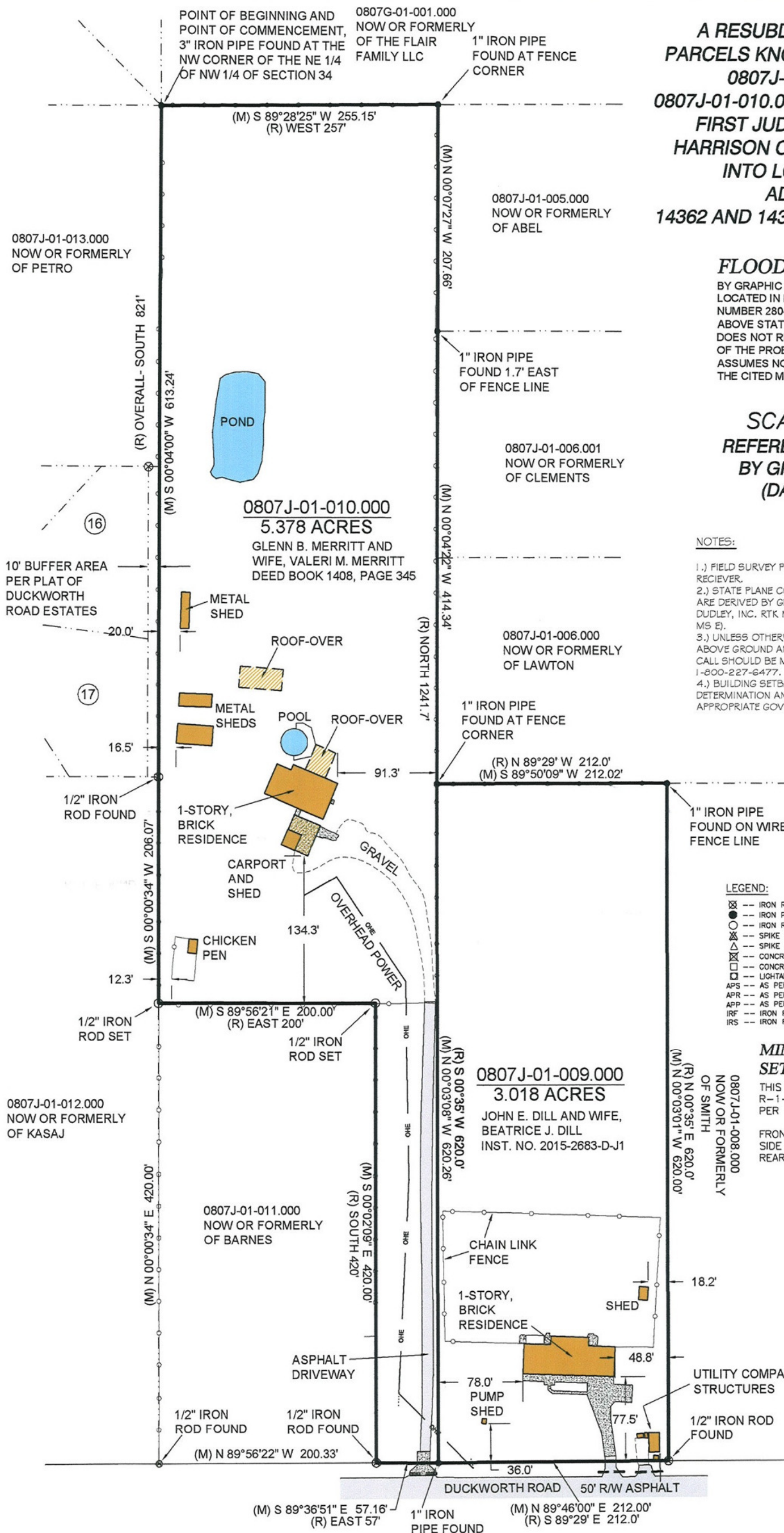
REFERENCE MATERIALS:

- 1.) INST. NO. 2015-2683-D-J1
- 2.) DEED BOOK 1408, PAGE 345
- 3.) RECORDED PLAT OF DUCKWORTH ROAD ESTATES
- 4.) GULFPORT ONLINE ATLAS

CLIENTS: JOHN AND BEATRICE DILL AND GLENN AND VALERI MERRITT
DATE OF FIELD SURVEY: 7/29/2016
DRAWN BY: CAC
JOB NUMBER: 16323.dwg

GPS OBSERVATION NOTE

DATE OF FIELD WORK: 7/29/2016
TOPCON GR-5 RECEIVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK



PREPARED BY:

CLIFFORD A. CROSBY, PLS

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

FLOOD ZONE NOTE:

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

NOTES:

-

NOTE:

NOTE:
WATER IS SERVICED
BY CITY OF
GULFPORT AND
SEWER BY PRIVATE
SEPTIC TANKS.

THIS PARCEL OF LAND IS LOCATED IN A ZONE R-1-15, SINGLE FAMILY RESIDENCE DISTRICT AS PER CITY OF GULFPORT ONLINE ATLAS.

FRONT YARD - 25 FEET
SIDE YARD - 15 FEET
REAR YARD - 15 FEET

REFERENCE MATERIALS:

- 1.) INST. NO. 2015-2683-D-J1
2.) DEED BOOK 1408, PAGE 345
3.) RECORDED PLAT OF DUCKWORTH ROAD ESTATES
4.) GULFPORT ONLINE ATLAS

CLIENTS: JOHN AND
BEATRICE DILL AND GLENN
AND VALERI MERRITT
DATE OF FIELD SURVEY:
7/29/2016
DRAWN BY: CAC
JOB NUMBER: 16323.dwg

GPS OBSERVATION NOTE

DATE OF FIELD WORK: 7/29/2016
TOPCON GR-5 RECEIVER WAS
USED FOR GPS OBSERVATION,
UTILIZING THE EARL DUDLEY, INC.
REAL-TIME NETWORK

P.O.B. FOR LOT "A"; P.O.C. FOR LOT "B", 3" IRON PIPE FOUND AT THE NW CORNER OF THE NE 1/4 OF NW 1/4 OF SECTION 34

0807G-01-001.000 NOW OR FORMERLY OF THE FLAIR FAMILY LLC

1" IRON PIPE FOUND AT FENCE CORNER

(R) WEST 257' (M) S 89°28'25" W 255.15'

0807J-01-013.000 NOW OR FORMERLY OF PETRO

(R) OVERALL-SOUTH 821' (M) S 00°04'00" W 613.24'

0807J-01-005.000 NOW OR FORMERLY OF ABEL

1" IRON PIPE FOUND 1.7' EAST OF FENCE LINE

0807J-01-006.001 NOW OR FORMERLY OF CLEMENTS

0807J-01-006.000 NOW OR FORMERLY OF LAWTON

1" IRON PIPE FOUND AT FENCE CORNER (R) N 89°29' W 212.0' (M) S 89°50'09" W 212.02'

10' BUFFER AREA PER PLAT OF DUCKWORTH ROAD ESTATES

20.0'

16.5'

1/2" IRON ROD FOUND

1/2" IRON ROD SET

0807J-01-012.000 NOW OR FORMERLY OF KASAJ

0807J-01-011.000 NOW OR FORMERLY OF BARNES

1/2" IRON ROD FOUND

1/2" IRON ROD FOUND

(M) N 89°56'22" W 200.33'

(M) S 89°36'51" E 57.16' (R) EAST 57'

1" IRON PIPE FOUND

(M) S 00°02'09" E 420.00' (R) SOUTH 420'

ASPHALT DRIVEWAY

19.4'

CHAIN LINK FENCE 135.2'

1-STORY, BRICK RESIDENCE

78.0'

PUMP SHED

LOT "B" 1.217 ACRES

36.0'

50' R/W

DUCKWORTH ROAD

LOT "A" 7.179 ACRES

WIRE FENCE

OVERHEAD POWER

GRAVEL

CARPORT AND SHED

1-STORY, BRICK RESIDENCE

POOL

ROOF-OVER

METAL SHEDS

ROOF-OVER

METAL SHED

POND

CHICKEN PEN

134.3'

91.3'

12.3'

206.07'

(M) S 00°00'34" W 206.07'

(M) S 89°56'21" E 200.00' (R) EAST 200'

1/2" IRON ROD SET

(M) S 00°03'08" W

(M) N 00°00'34" E 420.00'

(M) N 89°46'00" E 212.01'

PREPARED BY:

CLIFFORD A. CROSBY, PLS

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

A RESUBDIVISION OF A TWO
PARCELS KNOWN AS TAX PARCELS
0807J-01-009.000 AND
0807J-01-010.000, CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI,
INTO LOTS "A" AND "B".
ADDRESSES-
14362 AND 14380 DUCKWORTH ROAD

GENERAL NOTES:

- 1.) THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
- 2.) THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "X" ACCORDING TO MAP NUMBER 28047C0255G DATED JUNE 16, 2009.
- 3.) BEARINGS SHOWN HEREON ARE DERIVED BY: GRID NORTH BY GPS OBSERVATION. ALL LINES RELATIVE TO.
- 4.) THIS SURVEY MEETS MISSISSIPPI MINIMUM REQUIREMENTS FOR A CLASS "B" SURVEY.
- 5.) THIS SURVEY AND PLAT WERE PREPARED ONLY FOR THE CLIENT NAMED HEREON AND NO THIRD PARTY CERTIFICATION IS EXPRESSED OR IMPLIED.
- 6.) A COPY OF THIS PLAT IS VALID ONLY IF IT IS COMPLETE AND INTACT, HAS AN ORIGINAL SIGNATURE AND DATE, AND HAS THE ORIGINAL EMBOSSED OR COLORED (NOT BLACK) STAMPED SURVEYOR'S SEAL.

RECORD DESCRIPTION OF TAX PARCEL NO. 0807J-01-009.000;
INSTRUMENT NO. 2015-0002683-D-J1

A PARCEL OF LOCATED AND SITUATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE 1/4 OF NW 1/4) OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

REFERENCE MATERIALS:

- 1.) INST. NO. 2015-2683-D-J1
2.) DEED BOOK 1408, PAGE 345
3.) RECORDED PLAT OF DUCKWORTH ROAD ESTATES
4.) GULFPORT ONLINE ATLAS

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE 1/4 OF NW 1/4) OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 11 WEST AND THENCE RUN SOUTH 89 DEGREES 38 MINUTES EAST 257.0 FEET; THENCE RUN SOUTH 00 DEGREES 35 MINUTES WEST 621.7 FEET TO THE POINT OF BEGINNING OF THE PROPERTY DESCRIBED HEREIN. FROM SAID POINT OF BEGINNING THENCE CONTINUE SOUTH 00 DEGREES 35 MINUTES WEST 620.0 FEET; THENCE RUN SOUTH 89 DEGREES 29 MINUTES EAST 212.0 FEET; THENCE RUN NORTH 00 DEGREES 35 MINUTES EAST 620.0 FEET; THENCE RUN NORTH 89 DEGREES 29 MINUTES WEST 212.0 FEET BACK TO THE POINT OF BEGINNING. CONTAINING 3.02 ACRES, MORE OR LESS.

RECORD DESCRIPTION OF PARCEL NO. 0807J-01-010.000; DEED BOOK
1408, PAGE 345

A PARCEL OF PROPERTY LYING AND BEING SITUATED IN SECTION 34, TOWNSHIP 6 SOUTH, RANGE 11 WEST, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AS THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING RUN THENCE SOUTH 821 FEET TO A POINT; THENCE RUN EAST 200 FEET TO A POINT; THENCE RUN SOUTH 420 FEET TO DUCKWORTH ROAD; THENCE RUN EAST ALONG THE NORTH MARGIN OF DUCKWORTH ROAD A DISTANCE OF 57 FEET TO A POINT; THENCE RUN NORTH 1241.7 FEET TO A POINT; THENCE RUN WEST 257 FEET TO THE POINT OF BEGINNING, CONTAINING 5.4 ACRES, MORE OR LESS.

BOUNDARY NOTE:

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

LEGAL DESCRIPTIONS OF LOTS CREATED BY THIS SUBDIVISION:
LEGAL DESCRIPTION: LOT "A", AS PER SURVEY DIMENSIONS

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3" IRON PIPE FOUND AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34; THENCE S00°04'00"W 613.24' TO AN IRON ROD FOUND; THENCE S00°00'34"W 206.07' TO AN IRON ROD SET; THENCE S89°56'21"E 200.00' TO AN IRON ROD SET; THENCE S00°02'09"E 420.00' TO AN IRON ROD FOUND ON THE NORTH MARGIN OF DUCKWORTH ROAD; THENCE ALONG SAID NORTH MARGIN OF DUCKWORTH ROAD, S89°36'51"E 57.16' TO AN IRON PIPE FOUND; THENCE N00°03'08"W 250.00' TO AN IRON ROD SET; THENCE N89°46'00"E 212.01' TO AN IRON ROD SET; THENCE N00°03'01"W 370.00' TO AN IRON PIPE FOUND ON A FENCE LINE; THENCE S89°50'09"W 212.02' TO AN IRON PIPE FOUND; THENCE N00°04'22"W 414.34' TO AN IRON PIPE FOUND; THENCE N00°07'27"W 207.66' TO AN IRON PIPE FOUND; THENCE S89°28'25"W 255.15' TO THE POINT OF BEGINNING, CONTAINING 7.179 ACRES.

LEGAL DESCRIPTION: LOT "B", AS PER SURVEY DIMENSIONS

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3" IRON PIPE FOUND AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34; THENCE S00°04'00"W 613.24' TO AN IRON ROD FOUND; THENCE S00°00'34"W 206.07' TO AN IRON ROD SET; THENCE S89°56'21"E 200.00' TO AN IRON ROD SET; THENCE S00°02'09"E 420.00' TO AN IRON ROD FOUND ON THE NORTH MARGIN OF DUCKWORTH ROAD; THENCE ALONG SAID NORTH MARGIN OF DUCKWORTH ROAD, S89°36'51"E 57.16' TO AN IRON PIPE FOUND AT THE POINT OF BEGINNING; THENCE N00°03'08"W 250.00' TO AN IRON ROD SET; THENCE N89°46'00"E 212.01' TO AN IRON ROD SET; THENCE S00°03'01"E 250.00' TO AN IRON ROD FOUND ON THE NORTH MARGIN OF DUCKWORTH ROAD; THENCE ALONG SAID NORTH MARGIN OF DUCKWORTH ROAD, S89°46'00"W 212.00' TO THE POINT OF BEGINNING, CONTAINING 1.217 ACRES.

CLIENTS: JOHN AND
BEATRICE DILL AND GLENN
AND VALERI MERRITT
DATE OF FIELD SURVEY:
7/29/2016
DRAWN BY: CAC
JOB NUMBER: 16323.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

CERTIFICATE OF RESUBDIVISION

IN ACCORDANCE WITH SECTION 9-48 OF THE CODE OF ORDINANCE (SUBDIVISION REGULATIONS) OF THE CITY OF GULFPORT AS AMENDED, IT IS HEREBY CERTIFIED THAT THE GULFPORT CITY PLANNING COMMISSION CHAIRMAN AND GULFPORT CITY COUNCIL HAVE REVIEWED AND APPROVED THIS FINAL PLAT FOR THE RESUBDIVISION OF TAX PARCEL # 0807J-01-009.000 AND 0807J-01-010.000, SECTION 34, TOWNSHIP 6 SOUTH, RANGE 11 WEST. THE SUBJECT PROPERTY IS GENERALLY DESCRIBED AS BEING LOCATED ON THE NORTH SIDE OF DUCKWORTH ROAD. THE AD VALOREM TAX PARCEL NUMBER(S) OF THE SUBJECT PROPERTIES ARE

0807J-01-009.000 AND 0807J-01-010.000. THE CASE FILE NUMBER IS

OWNER'S DEDICATION

THIS IS TO CERTIFY THAT GLENN B. MERRITT IS ONE OF THE OWNERS OF RECORD OF THE LAND SHOWN ON THIS PLAT, AND DECLARES THIS TO BE A CORRECT PLAT.

WITNESS MY SIGNATURE ON THIS 31 DAY OF July, 2016.

BY: [Signature]
GLENN B. MERRITT

THE APPLICANT HEREBY COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF GULFPORT, ITS AGENTS, SERVANTS, AND OR EMPLOYEES AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION OF WHATEVER NATURE WHICH MAY ARISE AS A RESULT OF THE ACTION OF THE PLANNING COMMISSION, ITS AGENTS, AND/OR EMPLOYEES CONCERNING THE PETITION FOR RESUBDIVISION OF THE REAL PROPERTY DESCRIBED HEREIN.

RATIFIED AND APPROVED BY:

[Signature]
GLENN B. MERRITT

THIS 31 DAY OF July, 2016.

ACKNOWLEDGEMENT

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF MISSISSIPPI, COUNTY OF HARRISON COUNTY, PERSONALLY APPEARED THE AFORENAMED GLENN B. MERRITT, WHO ACKNOWLEDGED THAT HE ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION FOR THE PURPOSE THEREIN SET FORTH.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: 3/26/17



OWNER'S DEDICATION

THIS IS TO CERTIFY THAT VALERI M. MERRITT IS ONE OF THE OWNERS OF RECORD OF THE LAND SHOWN ON THIS PLAT, AND DECLARES THIS TO BE A CORRECT PLAT.

WITNESS MY SIGNATURE ON THIS 31 DAY OF July, 2016.

BY: [Signature]
VALERI M. MERRITT

THE APPLICANT HEREBY COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF GULFPORT, ITS AGENTS, SERVANTS, AND OR EMPLOYEES AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION OF WHATEVER NATURE WHICH MAY ARISE AS A RESULT OF THE ACTION OF THE PLANNING COMMISSION, ITS AGENTS, AND/OR EMPLOYEES CONCERNING THE PETITION FOR RESUBDIVISION OF THE REAL PROPERTY DESCRIBED HEREIN.

RATIFIED AND APPROVED BY:

[Signature]
VALERI M. MERRITT

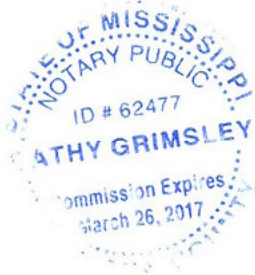
THIS 31 DAY OF July, 2016.

ACKNOWLEDGEMENT

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF MISSISSIPPI, COUNTY OF HARRISON COUNTY, PERSONALLY APPEARED THE AFORENAMED VALERI M. MERRITT, WHO ACKNOWLEDGED THAT SHE ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION FOR THE PURPOSE THEREIN SET FORTH.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: 3/26/17



PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

A RESUBDIVISION OF A TWO PARCELS KNOWN AS TAX PARCELS 0807J-01-009.000 AND 0807J-01-010.000, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "A" AND "B".

ADDRESSES-
14362 AND 14380 DUCKWORTH ROAD

OWNER'S DEDICATION

THIS IS TO CERTIFY THAT JOHN E. DILL IS ONE OF THE OWNERS OF RECORD OF THE LAND SHOWN ON THIS PLAT, AND DECLARES THIS TO BE A CORRECT PLAT.

WITNESS MY SIGNATURE ON THIS 31 DAY OF July, 2016.

BY: [Signature]
JOHN E. DILL

THE APPLICANT HEREBY COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF GULFPORT, ITS AGENTS, SERVANTS, AND OR EMPLOYEES AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION OF WHATEVER NATURE WHICH MAY ARISE AS A RESULT OF THE ACTION OF THE PLANNING COMMISSION, ITS AGENTS, AND/OR EMPLOYEES CONCERNING THE PETITION FOR RESUBDIVISION OF THE REAL PROPERTY DESCRIBED HEREIN.

RATIFIED AND APPROVED BY:

[Signature]
JOHN E. DILL

THIS 31 DAY OF July, 2016.

ACKNOWLEDGEMENT

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF MISSISSIPPI, COUNTY OF HARRISON COUNTY, PERSONALLY APPEARED THE AFORENAMED JOHN E. DILL, WHO ACKNOWLEDGED THAT HE ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION FOR THE PURPOSE THEREIN SET FORTH.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: 3/26/17



OWNER'S DEDICATION

THIS IS TO CERTIFY THAT BEATRICE J. DILL IS ONE OF THE OWNERS OF RECORD OF THE LAND SHOWN ON THIS PLAT, AND DECLARES THIS TO BE A CORRECT PLAT.

WITNESS MY SIGNATURE ON THIS 31 DAY OF July, 2016.

BY: [Signature]
BEATRICE J. DILL

THE APPLICANT HEREBY COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF GULFPORT, ITS AGENTS, SERVANTS, AND OR EMPLOYEES AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION OF WHATEVER NATURE WHICH MAY ARISE AS A RESULT OF THE ACTION OF THE PLANNING COMMISSION, ITS AGENTS, AND/OR EMPLOYEES CONCERNING THE PETITION FOR RESUBDIVISION OF THE REAL PROPERTY DESCRIBED HEREIN.

RATIFIED AND APPROVED BY:

[Signature]
BEATRICE J. DILL

THIS 31 DAY OF July, 2016.

ACKNOWLEDGEMENT

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF MISSISSIPPI, COUNTY OF HARRISON COUNTY, PERSONALLY APPEARED THE AFORENAMED BEATRICE J. DILL, WHO ACKNOWLEDGED THAT SHE ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION FOR THE PURPOSE THEREIN SET FORTH.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: 3/26/17



CERTIFICATE OF RESUBDIVISION

IN ACCORDANCE WITH SECTION 9-48 OF THE CODE OF ORDINANCE (SUBDIVISION REGULATIONS) OF THE CITY OF GULFPORT AS AMENDED, IT IS HEREBY CERTIFIED THAT THE GULFPORT CITY PLANNING COMMISSION CHAIRMAN AND GULFPORT CITY COUNCIL HAVE REVIEWED AND APPROVED THIS FINAL PLAT FOR THE RESUBDIVISION OF TAX PARCEL # 0807J-01-009.000 AND 0807J-01-010.000, SECTION 34, TOWNSHIP 6 SOUTH, RANGE 11 WEST. THE SUBJECT PROPERTY IS GENERALLY DESCRIBED AS BEING LOCATED ON THE NORTH SIDE OF DUCKWORTH ROAD. THE AD VALOREM TAX PARCEL NUMBER(S) OF THE SUBJECT PROPERTIES ARE 0807J-01-009.000 AND 0807J-01-010.000 . THE CASE FILE NUMBER IS _____.

A RESUBDIVISION OF A TWO PARCELS KNOWN AS TAX PARCELS 0807J-01-009.000 AND 0807J-01-010.000, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "A" AND "B". ADDRESSES- 14362 AND 14380 DUCKWORTH ROAD

PLANNING COMMISSION

SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISSION ON THE _____ DAY OF _____, 2016.

BY: _____ DATED: _____
PLANNING COMMISSION CHAIRMAN PRINT NAME
BY: _____ DATED: _____
PLANNING ADMINISTRATOR PRINT NAME

APPROVAL

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT, CITY COUNCIL, AT THE REGULAR MEETING OF SAID COUNCIL HELD ON THE _____ DAY OF _____, 2016.

ATTEST: _____ ADOPT
CLERK OF COUNCIL PRESIDENT

THIS RESUBDIVISION PLAT AND CERTIFICATE OF RESUBDIVISION, HAVING BEEN SUBMITTED AND APPROVED BY THE MAYOR, THIS _____ DAY OF _____, 2016.

BILLY HEWES, III, MAYOR

SURVEYOR'S CERTIFICATE

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

WITNESS MY SIGNATURE AND SEAL THIS 30th DAY OF JULY, 2016.

CLIFFORD A. CROSBY, MS PLS 2539



PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

CLIENTS: JOHN AND BEATRICE DILL AND GLENN AND VALERI MERRITT
DATE OF FIELD SURVEY: 7/29/2016
DRAWN BY: CAC
JOB NUMBER: 16323.dwg

1. CITY OF GULFPORT PLANNING COMMISSION

2

3 1609PC116

4

5 TRANSCRIPT OF HEARING

6 September 22, 2016

7 *****

PLANNING

8 TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT

9 COMMISSION HELD IN THE CITY COUNCIL CHAMBERS, GULFPORT,

AT

10 MISSISSIPPI, ON THE 22ND DAY OF SEPTEMBER 2016 COMMENCING

11 4:30 P.M. AND REPORTED BY

12 NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

13 *****

14

COMMISSION MEMBERS PRESENT:

15

KEITH WILLIAMS, President

16

CHARLIE HEWES

17

JOHN ANTHONY

18

WILLIAM "PRINCE" JONES

19

MARTY WARREN

20

B.J. SELLERS

21

VIRGINIA ADOLPH

22

EVERETTE "LAD" LADNER

23

MICHAEL DANIELS

21 STAFF PRESENT:

22

GREG PIETRANGELO

23

GREG HOLMES

24

CORY LONG

25

MATILDA WELCH

24

25

N.J. SOROE, CSR #1297

1. 6. Resubdivision Case File 1609PC116
2. MR. LONG: Resubdivision, Case 1609PC116.
3. Request to resubdivide tax parcels containing 8.46 acres
4. aggregate into parcels Lot A containing 7.2709 acres and Lot B
5. with 1.217 acres, zoned R-1-15 single family, located north of
6. and adjacent to Duckworth Road south of Laurelwood Drive, east
7. of Aerie Road, and west of Woodland Drive. Ward 7.
8. MR. WILLIAMS: All right. Before we get on this
9. case, I wanted to mention that we do have two of our
10. commissioners who are sitting over there. You heard a motion
11. earlier. When we have a full house, we kind of get tight in
12. here. So they're sitting over there. Ms. Towles wasn't able
13. to make it. So as those gentlemen are speaking, those of you
14. that don't spend a lot of time with us, those are
15. commissioners, also. And so appreciate you all being here.
16. MR. WARREN: We'll have to try to get here
17. earlier and get a seat.
18. MR. WILLIAMS: Get a seat. That's it. So
19. anyway, all right.
20. Is someone here to speak for this request?
21. MR. DILL: John Dill, 14362 Duckworth Road in

22. Gulfport 39503.

23. On the screen, my home is the lower right-hand

24. parcel, and my home sits on about three acres. So in
essence,

25. we are here to -- I'm looking to sell 1.8 acres to my
neighbor

N.J. SOROE, CSR #1297

1. Mr. Merritt whose property is the upper left-hand blue outlined
2. piece of property.
3. We share a common property line all along my
4. east side of what I would be selling to him and the west
5. property line of his property.
6. So in essence we're just moving the property
7. from me to him. And I'm happy to answer any other questions
8. you might have.
9. MR. WILLIAMS: Any questions by the commissioner
10. on this? Thank you. If something comes up, we'll bring you
11. back up. Thank you.
12. Anyone else here to speak for this request?
13. Is there anyone here to speak against this
14. request?
15. Can we get staff's recommendation, please?
16. MR. LONG: The request meets the requirements
17. for resubdivision of property. Therefore, the staff recommends
18. approval subject to the following conditions.
19. One, existing legally nonconforming commercial
20. agriculture activities on the property cannot be expanded to
21. occupy a greater amount of land than already used.
22. Two, must comply with all applicable rules and

23. regulations.

24. MR. WILLIAMS: All right. We've heard the

25. staff's recommendation. Do you have any questions or
comments

N.J. SOROE, CSR #1297

1. from the commissioners? Or I'll take a motion.
2. MS. ADOLPH: Mr. Chairman, I offer a motion to
3. approve Case File Number 1609PC116 as cited with the proper
4. recommendations.
5. MR. WILLIAMS: Thank you. Do I have a second?
6. MR. JONES: Second.
7. MR. WILLIAMS: Motion and a second. Any further
8. discussion by the commissioners? If not, all those in
favor
9. signify by saying aye.
10. (Unanimous vote.)
11. MR. WILLIAMS: Any opposed? All right. It's
12. been passed. Thank y'all.
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24

N.J. SOROE, CSR #1297

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2

3 1609PC116

4

5

6

COURT REPORTER'S CERTIFICATE

7

8 I, Norma Jean Ladner Soroe, Certified Shorthand

9 Reporter, do hereby certify that to the best of my skill
and

10 ability I have reported the hearing held before the City of
11 Gulfport Planning Commission and that the foregoing 4 pages
12 constitute a true and correct transcription of said hearing
13 held on the 22nd day of September 2016.

14 I do further certify that my certificate annexed
15 hereto applies only to the original and certified
transcript.

16 The undersigned assumes no responsibility for the accuracy
of

17 any reproduced copies not made under my control and
direction.

18 Witness my signature this the 27th day of
September

19 2016.

20

21

22

23

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

24

25

N.J. SOROE, CSR #1297

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: October 18, 2016

Re: Certificate of Resubdivision - of tax parcel 1011D-03-015.000, containing 17,264 square feet, into two parcels; 0.197 acre Parcel "A" and 0.198 acre Parcel "B;" zoned T4+ (General Urban Zone Plus) (Located north of Beach Drive, south of Township Road, east of and adjacent to Markham Drive, and west of Phillips Drive) - Case # 1609PC120 - Ward 2.

James M. Dobson, property owner, requests a resubdivision of tax parcel 1011D-03-015.000, containing 17,264 square feet, into two parcels; 0.197 acre Parcel "A" and 0.198 acre Parcel "B;" zoned T4+ (General Urban Zone Plus) (Located north of Beach Drive, south of Township Road, east of and adjacent to Markham Drive, and west of Phillips Drive), Ward 2.

Packet Contents:

1. Cover Sheet
2. CC Transmittal
3. Staff Report
4. Locator Map
5. Application
6. Covenant Affidavit
7. Resubdivision Certificate (5 Pages)

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: October 7, 2016

RE: Resubdivision 1610PC120:

Subject: James M. Dobson, property owner, requests a resubdivision of tax parcel 1011D-03-015.000, containing 17,264 square feet, into two parcels; 0.197 acre Parcel "A" and 0.198 acre Parcel "B;" zoned T4+ (General Urban Zone Plus) (Located north of Beach Drive, south of Township Road, east of and adjacent to Markham Drive, and west of Phillips Drive), Ward 2.

Planning Staff recommendation: To approve the request.

Planning Commission recommendation: On September 22, 2016, the Gulfport City Planning Commission recommended Approval of the above staff recommendation.

Motion: Ladner

Second: Adolph

KEITH WILLIAMS - Chairman

CHARLIE HEWES - yea

JOHN ANTHONY - yea

WM. PRINCE JONES - yea

MARTY WARREN - recused

B. J. SELLERS - yea

VIRGINIA ADOLPH - yea

EVERETTE LAD LADNER - yea

MICHAEL DANIELS - yea

COLETTE TOWLES - absent

DOUG HANCOCK - absent

Action: The motion carried (7-0)

Speaking for the Petition: None

Speaking against the Petition: None

Please place the attached item on the Council agenda for October 18, 2016.

STAFF REPORT

(Resubdivision)

GENERAL INFORMATION

Case File Number: 1609PC120

Hearing Date: September 22, 2016

Current Zoning/Use: T4+ / Vacant

Proposal: James M. Dobson, property owner, requests a resubdivision of tax parcel 1011D-03-015.000, containing 17,264 square feet, into two parcels; 0.197 acre Parcel "A" and 0.198 acre Parcel "B;" zoned T4+ (General Urban Zone Plus)

Location: North of Beach Drive, south of Township Road, east of and adjacent to Markham Drive, and west of Phillips Drive, Ward 2.

ANALYSIS

The applicant request a resubdivision of parcel 1011D-03-015.000 containing 17,264 square feet to subdivide said parcel into Parcel "A" to contain 0.197 acres and parcel "B" to contain 0.198 acres, zoned T4+ (General Urban Zone Plus). In a T4+ zoning district the minimum lot size of a parcel of land is 7,500 square feet, in addition, a lot width of 60 feet minimum is required. Both newly created parcels of land would have a lot width of 75 feet and would be located adjacent to existing City right-of-way and are protected by Gulfport Fire and Police. Parcels will have access to city water and sewer as well as the applicant has verified that there are no restrictive covenants that would prohibit the resubdivision of this parcel. The applicant meets all requirements set forth by the City of Gulfport Zoning Ordinance for the approval of a resubdivision of property; therefore the staff recommendation is to approve the request.

The Gulfport Subdivision Regulations require that:

1. Each new lot created is in compliance with appropriate zoning ordinances, building codes and restrictive covenants, if any;
2. Each new lot created shall have direct access to a dedicated public street for at least 35 feet; and
3. Each new lot created shall have available capacity for water and sewer

CONDITIONS BY DEPARTMENTS AND AGENCIES

Engineering: No conditions. Memo dated 9-7-16.

Public Works: No conditions. Memo dated 9-7-16.

Traffic and Safety: No conditions. Memo dated 9-2-16.

Building Code Services: No conditions. Memo dated 9-2-16.

Police Department: No conditions. Memo dated 9-6-16.

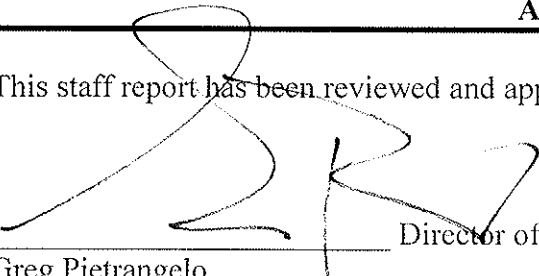
Fire Department: No comments as of 9-14-16.

RECOMMENDATION

The request meets the requirements for resubdivision of property. Therefore, the staff recommends approving the request subject to all applicable rules and regulations.

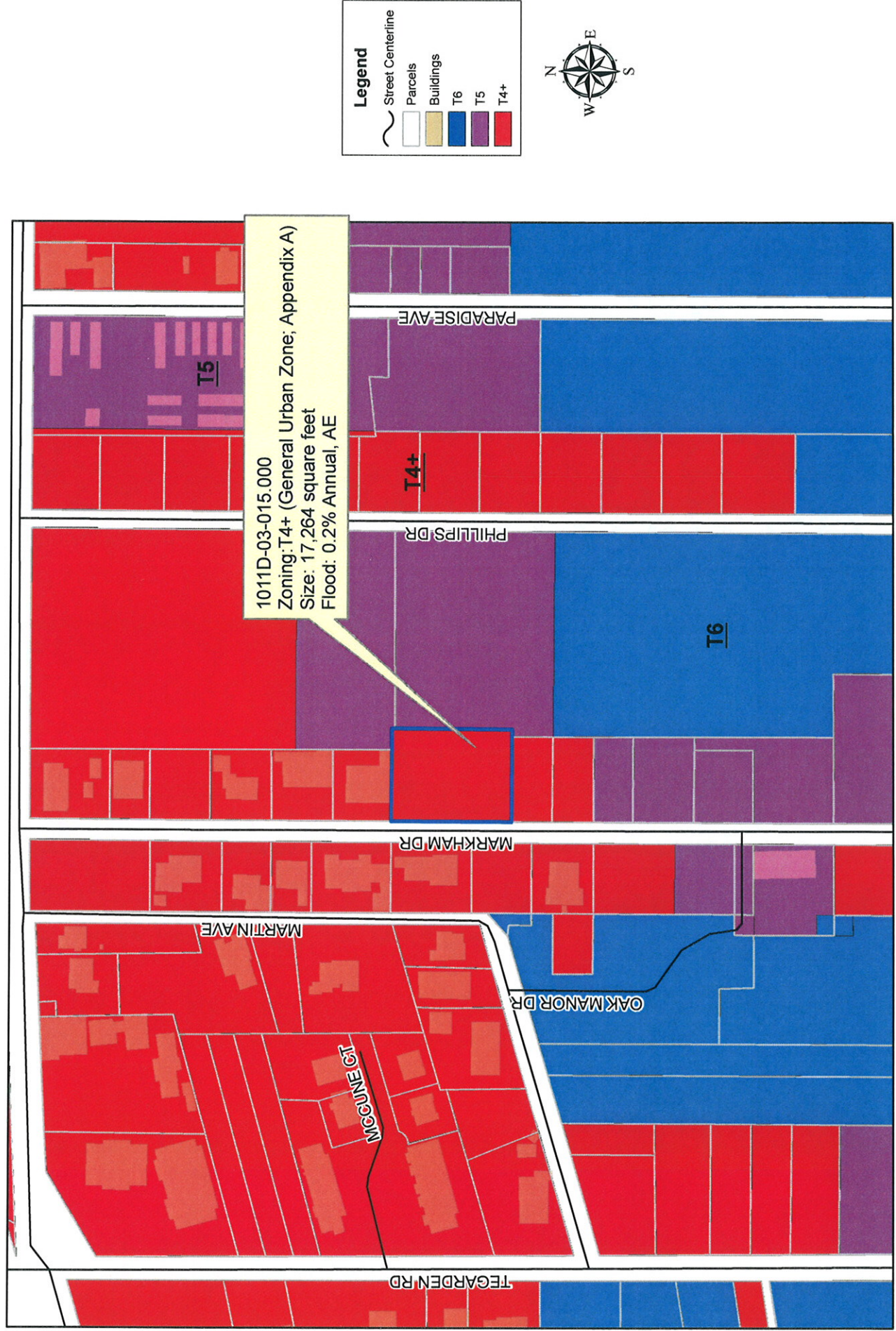
APPROVALS

This staff report has been reviewed and approved by:



Greg Pietrangelo

Director of Urban Development Department



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



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

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

1	0	1	1	0

 -

0	3

 -

0	1	5

 •

0	0	0

Case File #: 1609PC120Date Received: 8-2-16Receipt #: 07999318Received By: T. LANG

Zoning: _____

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

Address of Property Involved: 166 MADRID DRIVELot(s) 10, 11, 12 + STRIP, Block(s) _____, Subdivision GULF SHORE MAJOR

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

I WOULD LIKE TO SUB-DIVIDE INTO (2) 75' LOTS

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

JAMES M. DODSON
Printed Name Of Owner

P.O. Box 6246
Mailing Address

Gulfport MS 39506
City State Zip code

(228) 669-0096
Home Phone Work/Cell Phone

EAGLEMECHANICAL@yahoo.com
Email

[Signature]
Signature Of Owner

Printed Name Of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

[Signature]
Signature Of Agent

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

☐

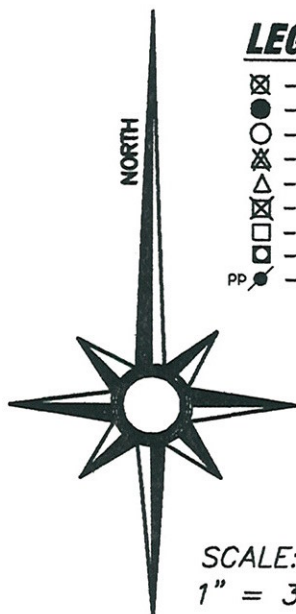
SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

NO COVENANTS TO PREVENT RESUBDIVISION
OF SAID PROPERTY - PARCEL A 10110-03-015.000

STATE OF MISSISSIPPI
THOMAS SCOTT LANE
ID NO. 92842
Commission Expires
04/23/2017
JAMES M. DOWD
Ray McRae
Sworn to and subscribed to me this
22 day of May
Notary: [Signature]
8/2/2014

LEGEND:

- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- SPIKE FOUND
- SPIKE SET
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- LIGHTARD KNOT FOUND
- PP --- POWER POLE



SCALE:
1" = 30'

APPARENT UNDERGROUND
WATER LINE WITHIN ROAD
WAY AS PER EXISTING ABOVE
GROUND STRUCTURES. NO
PAINT MARKINGS FOUND.

26' RIGHT-OF-WAY AS PER TAX MAPS
AND RECORDED SUBDIVISION PLAT
ASPHALT SURFACE

MARKHAM DRIVE

APPARENT UNDERGROUND GAS LINE
WITHIN ROAD WAY AS PER PHONE
CONVERSATION WITH CENTER POINTE
GAS UTILITY LOCATE COMPANY. NO
PAINT MARKINGS FOUND.

APPARENT UNDERGROUND
SEWER LINE AS PER
EXISTING ABOVE GROUND
STRUCTURES. NO PAINT
MARKINGS FOUND.

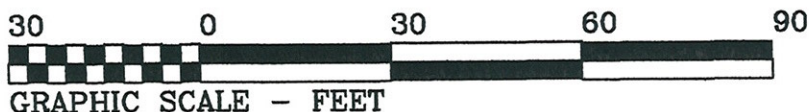
APPARENT UNDERGROUND
WATER LINE WITHIN ROAD
WAY AS PER EXISTING ABOVE
GROUND STRUCTURES. NO
PAINT MARKINGS FOUND.

ZONE "X", AREA
WITHIN 0.2%
ANNUAL CHANCE
FLOOD PLAIN
ZONE "AE",
B.F.E. 18'

CENTERLINE OF FLOODZONE
LIMITS GRAPHICALLY SCALED
FROM NEWLY ADOPTED
F.E.M.A. MAP REFERENCED
HEREON. EXTREME WIDTH OF
FLOOD ZONE LIMIT COULD BE
CONSIDERED 30' WIDE (15'
OFFSET EITHER SIDE) OF LINE
SHOWN. (TYPICAL)

PREPARED BY:

STENUM SURVEYING, LLC.
8593 W. OAKLAWN RD.
BILOXI, MISS. 39532
PHONE: (228)392-5552



GRAPHIC SCALE - FEET

NOW OR FORMERLY
CECELIA & RILEY SANDERS
PROPERTY
DEED BOOK 1276, PAGE 648
(LOT 7 & N 1/2
LOT 8, BLK 1)

PLAT = 87.4'
S 89°55'06"E 87.66'

METAL FOUND AT
FENCE CORNER
POST
NOW OR FORMERLY
CAROLINE THOMPSON
PROPERTY
INST. #2006-006420-D-J1
(S 1/2 LOT 8 AND
LOT 9, BLK 1)
PRIOR SURVEY BY NATHAN
SMITH, DATED JULY 6, 2006

CALC. PLAT CORNER
ONLY. NOT FOUND
AT TIME OF SURVEY

NOW OR FORMERLY
CECELIA & RILEY SANDERS
PROPERTY
DEED BOOK 1276, PAGE 648
PRIOR SURVEY RECORDED IN
BOOK 1276, PAGE 651

DEED P.O.B.
P.O.B. 0.395 ACRE

1/2" IRON PIPE FOUND AT THE NORTHEAST CORNER
OF LOT 10, GULF SHORE MANOR, BLOCK ONE.

DEED = WEST 27.6'
N 89°31'43"E 26.99'

1-1/4" IRON PIPE FOUND
POWER POLE
DEED = NORTH 5.81'
S 04°17'04"E 5.93'

1" IRON PIPE FOUND IS 0.7'
E. AND 0.7' S.
OF FENCE
CORNER POST

1/2" IRON ROD FOUND IS 0.5' E.
OF PROPERTY LINE

NOW OR FORMERLY
SELINA RUSSELL
PROPERTY
INSTRUMENT
#2012-0004703-D-J1

NOW OR FORMERLY
JAMES M. DODSON
PROPERTY
INST. #2016-004571-D-J1

ORIGINAL PLATTED
LOT LINE (TYPICAL)

PLAT = 87.4'

**0.395 ACRE
VACANT**

FORMERLY
SELINA RUSSELL
PROPERTY
INSTRUMENT
#2012-0004703-D-J1
(LOTS 10, 11 & 12, BLK 1)

NOW OR FORMERLY
JAMES M. DODSON
PROPERTY
INST. #2016-004571-D-J1

PLAT = 87.4'
N 89°56'32"W 87.29'

NOW OR FORMERLY
DAVID AND KARI WHITE
PROPERTY
INSTRUMENT
#2012-0001970-D-J1

NOW OR FORMERLY
ROBIN AND TERESA MALMBER
PROPERTY
D.B. 1657, PG. 416

**GULF SHORE MANOR
BLOCK ONE**
COPY BOOK 5,
PAGE 404
(OCT. 1925)

FORMERLY
SEA OAKS
PROFESSIONAL PLAZA
PROPERTY
DEED BOOK 1368,
PAGE 289

ZONE "X", AREA
WITHIN 0.2%
ANNUAL CHANCE
FLOOD PLAIN

ZONE "AE",
B.F.E. 18'

DEED = WEST 27.6'
N 89°56'32"W 27.21'

IRON ROD FOUND IN
BENT 1" IRON PIPE

S 86°07'01"W 8.46'

1" IRON PIPE FOUND BY
OTHERS IS 0.6' S. OF
PROPERTY LINE

DEED = WEST 19'
N 88°10'03"W 18.78'

DEED = WEST 19'
N 88°10'03"W 18.78'

DEED = WEST 19'
N 88°10'03"W 18.78'

DEED = WEST 19'
N 88°10'03"W 18.78'

DEED = WEST 19'
N 88°10'03"W 18.78'

DEED = WEST 19'
N 88°10'03"W 18.78'

DEED = WEST 19'
N 88°10'03"W 18.78'

DEED = WEST 19'
N 88°10'03"W 18.78'

DEED = WEST 19'
N 88°10'03"W 18.78'

DEED = WEST 19'
N 88°10'03"W 18.78'

DEED = WEST 19'
N 88°10'03"W 18.78'

DEED = WEST 19'
N 88°10'03"W 18.78'

DEED = WEST 19'
N 88°10'03"W 18.78'

DEED = WEST 19'
N 88°10'03"W 18.78'

DEED = WEST 19'
N 88°10'03"W 18.78'

DEED = WEST 19'
N 88°10'03"W 18.78'

DEED = WEST 19'
N 88°10'03"W 18.78'

DEED = WEST 19'
N 88°10'03"W 18.78'

DEED = WEST 19'
N 88°10'03"W 18.78'

DEED = WEST 19'
N 88°10'03"W 18.78'

DEED = WEST 19'
N 88°10'03"W 18.78'

DEED = WEST 19'
N 88°10'03"W 18.78'

DEED = WEST 19'
N 88°10'03"W 18.78'

DEED = WEST 19'
N 88°10'03"W 18.78'

DEED = WEST 19'
N 88°10'03"W 18.78'

DEED = WEST 19'
N 88°10'03"W 18.78'

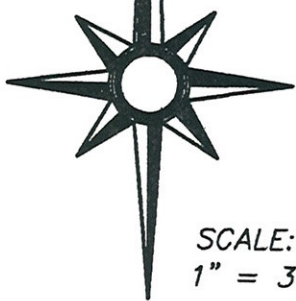
**A RE-SUBDIVISION
OF 0.395 ACRE
PARCEL, SITUATED
IN LOTS 10, 11
AND 12 OF GULF
SHORE MANOR
SUBDIVISION, BLOCK
1, AND FRACTIONAL
SECTION 6,
TOWNSHIP 8 SOUTH,
RANGE 10 WEST,
CITY OF GULFPORT,
FIRST JUDICIAL
DISTRICT OF
HARRISON COUNTY,
MISSISSIPPI.**

SHEET 1 OF 5

DRAWN BY: M.GOUGH
DATE: AUGUST 1, 2016
DRAWING NO: 16175PLAT.dwg

LEGEND:

- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- SPIKE FOUND
- SPIKE SET
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- LIGHTARD KNOT FOUND
- PP --- POWER POLE



SCALE:
1" = 30'

EAST MARGIN OF ROAD AS PER TAX MAPS AND FOUND SURVEY MARKERS

APPARENT UNDERGROUND WATER LINE WITHIN ROAD WAY AS PER EXISTING ABOVE GROUND STRUCTURES. NO PAINT MARKINGS FOUND.

26' RIGHT-OF-WAY AS PER TAX MAPS AND RECORDED SUBDIVISION PLAT ASPHALT SURFACE

MARKHAM DRIVE

APPARENT UNDERGROUND GAS LINE WITHIN ROAD WAY AS PER PHONE CONVERSATION WITH CENTER POINTE GAS UTILITY LOCATE COMPANY. NO PAINT MARKINGS FOUND.

APPARENT UNDERGROUND SEWER LINE AS PER EXISTING ABOVE GROUND STRUCTURES. NO PAINT MARKINGS FOUND.

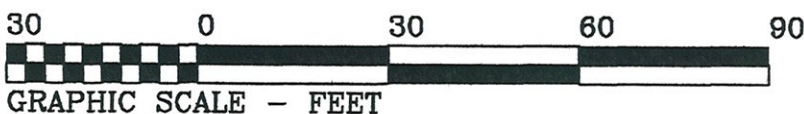
APPARENT UNDERGROUND WATER LINE WITHIN ROAD WAY AS PER EXISTING ABOVE GROUND STRUCTURES. NO PAINT MARKINGS FOUND.

ZONE "X", AREA WITHIN 0.2% ANNUAL CHANCE FLOOD PLAIN
ZONE "AE", B.F.E. 18'

CENTERLINE OF FLOODZONE LIMITS GRAPHICALLY SCALED FROM NEWLY ADOPTED F.E.M.A. MAP REFERENCED HEREON. EXTREME WIDTH OF FLOOD ZONE LIMIT COULD BE CONSIDERED 30' WIDE (15' OFFSET EITHER SIDE) OF LINE SHOWN. (TYPICAL)

PREPARED BY:

STENUM SURVEYING, LLC.
8593 W. OAKLAWN RD.
BILOXI, MISS. 39532
PHONE: (228)392-5552



GRAPHIC SCALE - FEET

NOW OR FORMERLY
CECELIA & RILEY SANDERS
PROPERTY
DEED BOOK 1276, PAGE 648
(LOT 7 & N 1/2
LOT 8, BLK 1)
PLAT = 87.4'
S 89°55'06"E 87.66'

METAL FOUND AT
FENCE CORNER
POST

NOW OR FORMERLY
CAROLINE THOMPSON
PROPERTY
INST. #2006-006420-D-J1
(S 1/2 LOT 8 AND
LOT 9, BLK 1)
PRIOR SURVEY BY NATHAN
SMITH, DATED JULY 6, 2006

CALC. PLAT CORNER
ONLY. NOT FOUND
AT TIME OF SURVEY

1" IRON
PIPE FOUND

NOW OR FORMERLY
CECELIA & RILEY SANDERS
PROPERTY
DEED BOOK 1276, PAGE 648
PRIOR SURVEY RECORDED IN
BOOK 1276, PAGE 651

DEED P.O.B.
P.O.B. 0.395 ACRE
P.O.B. PARCEL A
P.O.C. PARCEL B

1/2" IRON PIPE FOUND AT THE NORTHEAST CORNER
OF LOT 10, GULF SHORE MANOR, BLOCK ONE.

DEED = WEST 27.6'
N 89°31'43"E 26.99'

1-1/4" IRON PIPE
FOUND
POWER POLE
DEED = NORTH 5.81'
S 04°17'04"E
5.93'

PARCEL A
0.197 ACRE
VACANT

P.O.B. PARCEL B

1/2" IRON ROD SET WITH CAP

FORMERLY
SEA OAKS
PROFESSIONAL PLAZA
PROPERTY
DEED BOOK 1368,
PAGE 289

ZONE "X", AREA
WITHIN 0.2%
ANNUAL CHANCE
FLOOD PLAIN

ZONE "AE",
B.F.E. 18'

PARCEL B
0.198 ACRE
VACANT

PLAT = 87.4'
FORMERLY
SELINA RUSSELL
PROPERTY
INSTRUMENT
#2012-0004703-D-J1
(LOTS 10, 11 & 12, BLK 1)
N 00°06'29"E 75.00'
N 00°06'29"E 75.00'
N 00°06'29"E 75.00'

NOW OR FORMERLY
JAMES M. DODSON
PROPERTY
INST. #2016-004571-D-J1
PLAT = 87.4'
N 89°56'32"W 87.29'

PLAT = 87.4'
N 89°56'32"W 87.29'

NOW OR FORMERLY
DAVID AND KARI WHITE
PROPERTY
INSTRUMENT
#2012-0001970-D-J1

GULF SHORE MANOR
BLOCK ONE
COPY BOOK 5,
PAGE 404
(OCT. 1925)

**A RE-SUBDIVISION
OF 0.395 ACRE
PARCEL, SITUATED
IN LOTS 10, 11
AND 12 OF GULF
SHORE MANOR
SUBDIVISION, BLOCK
1, AND FRACTIONAL
SECTION 6,
TOWNSHIP 8 SOUTH,
RANGE 10 WEST,
CITY OF GULFPORT,
FIRST JUDICIAL
DISTRICT OF
HARRISON COUNTY,
MISSISSIPPI.**

SHEET 2 OF 5

DRAWN BY: M.GOUGH
DATE: AUGUST 1, 2016
DRAWING NO: 16175PLAT.dwg

PLAT NOTES:

- 1.) THIS PLAT WAS PREPARED FROM INFORMATION PROVIDED BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR AN ENVIRONMENTAL STUDY.
- 2.) THIS PROPERTY IS LOCATED IN F.E.M.A. FLOOD ZONES AS SHOWN HEREON ACCORDING TO FEDERAL INSURANCE RATE MAP NUMBER 28047C0268G, DATED JUNE 16, 2009.
- 3.) BEARINGS SHOWN HEREON ARE DERIVED BY: TRUE GRID NORTH BY G.P.S. OBSERVATION, V.R.S. NETWORK, NAD 83 (CORS 96)(EPOCH:2002.0000)
- 4.) THIS IS A CLASS "B" SURVEY AS DEFINED BY THE CURRENT MANUAL OF RULES AND REGULATIONS PRODUCED BY THE MISSISSIPPI STATE BOARD FOR PROFESSIONAL ENGINEERS AND SURVEYORS.
- 5.) THIS PLAT IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS, AND RIGHTS-OF-WAY OF RECORD.
- 6.) TOTAL NUMBER OF LOTS = 2
- 7.) TOTAL AREA OF SUBDIVISION = 0.395 ACRE.
- 8.) SEE LOT A FOR TYPICAL BUILDING SETBACKS.
- 9.) ALL LOT CORNERS ARE 1/2" IRON RODS UNLESS NOTED OTHERWISE.
- 10.) EAST LOT TO BE SERVICED BY EXISTING CITY OF GULFPORT WATER AND SEWER LINES ALONG MARKHAM DRIVE.
- 11.) NO PERMANENT IMPROVEMENTS SHALL BE LOCATED WITHIN ANY BUILDING SETBACK LIMIT OR EASEMENT SHOWN HEREON, WHICHEVER ONE IS GREATER.
- 12.) SUBJECT PROPERTY WILL BE SERVICED BY EXISTING SEWER AND WATER LINES FROM THE CITY OF GULFPORT'S EXISTING UTILITY SYSTEM WITHIN PHILLIPS DRIVE RIGHT-OF-WAY.
- 13.) DATE OF FIELD SURVEY IS JULY 21, 2016.

ZONING INFORMATION

SUBJECT PROPERTY IS CURRENTLY ZONED "T4+" GENERAL URBAN ZONE "PLUS" DISTRICT ZONING, ACCORDING TO CITY OF GULFPORT SMARTCODE REVISIONS TO ZONING ORDINANCE #2746, DATED 03/22/12.

"T4+" (T4 PLUS) - GENERAL URBAN ZONE "PLUS" DISTRICT ZONING REQUIREMENTS ARE AS FOLLOWS:

BUILDING SITE AREA:
SINGLE-FAMILY DWELLING - 7,500 SQUARE FEET

BUILDING SITE COVERAGE - MAXIMUM 70%
BUILDING HEIGHT LIMIT - 45 FEET

MINIMUM BUILDING SETBACKS:
FRONT YARD - 15 FEET
SIDE YARD - 6 FEET
ON 2nd FRONTAGE - 6 FEET
REAR YARD - 6 FEET

FOR MORE INFORMATION, CONTACT THE CITY OF GULFPORT ZONING OFFICE. (PH#228-868-5710)

EXPLANATION OF FLOOD ZONES

(OBTAINED FROM F.I.R.M. DESCRIBED HEREON)

<u>ZONE</u>	<u>EXPLANATION</u>
AE	SPECIAL FLOOD HAZARD AREAS. SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD. BASE FLOOD ELEVATIONS DETERMINED.
X	AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

REFERENCE MATERIALS:

- 1.) HARRISON COUNTY TAX MAPS, 2010 EDITION.
- 2.) HARRISON COUNTY OWNERSHIP MAPS, 2009 EDITION.
- 3.) WARRANTY DEEDS LISTED AND DESCRIBED HEREON.
- 4.) PREVIOUS SURVEYS LISTED AND DESCRIBED HEREON.
- 5.) HARRISON COUNTY AERIAL TOPOGRAPHIC MAPS, 2002 EDITION.
- 6.) RECORDED SUBDIVISION PLAT OF GULF SHORE MANOR SUBDIVISION, BLOCK 1.
- 7.) INSTRUCTIONS PROVIDED BY CLIENT FOR DIVISION OF PROPERTY.
- 8.) PRIOR ORIGINAL STENUM SURVEY, DATED JUNE 30, 2016.

UTILITY CONTACTS AND NOTES:

MAIN CONTACT: MISSISSIPPI ONE CALL-- 1-800-227-6477
CONFIRMATION #16062410190438

CABLE ONE (TV)-- (228) 864-1506
*NO MARKINGS SUPPLIED BY UTILITY CONTACT.

CENTURY LINK (TV)-- (228)246-9971
*NO MARKINGS PROVIDED BY UTILITY CONTACT:

MISSISSIPPI POWER (ELECTRIC)-- 1-800-532-1502
*NO MARKINGS PROVIDED BY UTILITY CONTACT:

SOUTHERN LIGHT, LLC. (FIBER OPTIC)-- (228)466-2954
*NO MARKINGS PROVIDED BY UTILITY CONTACT:

AT&T (PHONE)-- 1-800-222-0400
*NO MARKINGS SUPPLIED BY UTILITY CONTACT.

AT&T (FIBER OPTIC)-- 1-800-222-0400
*NO MARKINGS SUPPLIED BY UTILITY CONTACT.

CITY OF GULFPORT (WATER) -- (228)868-5740
*NO MARKINGS SUPPLIED BY UTILITY CONTACT. ABOVE GROUND HYDRANTS, METERS, ETC. LOCATED AND SHOWN HEREON.

CITY OF GULFPORT (SEWER) -- (228)868-5740
*NO MARKINGS SUPPLIED BY UTILITY CONTACT. ABOVE GROUND MANHOLE LOCATED.

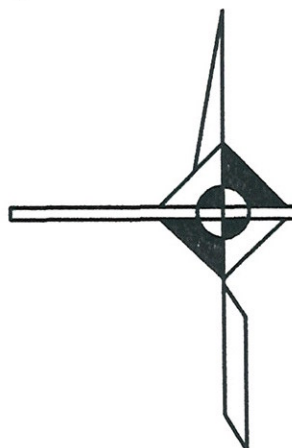
CENTERPOINTE ENERGY (GAS)-- 228-323-3121
*NO MARKINGS FOR UNDERGROUND GAS LINES SUPPLIED BY UTILITY CONTACT AS SHOWN HEREON. GAS LINE LIES WITHIN ROADWAY AS PER PHONE CONVERSATION WITH REPRESENTATIVE FROM LOCATE COMPANY.

ONLY ABOVE GROUND AND APPARENT UTILITY INDICATIONS WERE LOCATED AT TIME OF THIS SURVEY. ALL UTILITY COMPANIES SHOULD BE NOTIFIED TO MARK EXACT LOCATION PRIOR TO ANY CONSTRUCTION.

A RE-SUBDIVISION OF 0.395 ACRE PARCEL, SITUATED IN LOTS 10, 11 AND 12 OF GULF SHORE MANOR SUBDIVISION, BLOCK 1, AND FRACTIONAL SECTION 6, TOWNSHIP 8 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI.

PREPARED BY:

STENUM SURVEYING, LLC.
8593 W. OAKLAWN RD.
BILOXI, MISS. 39532
PHONE: (228)392-5552



STENUM SURVEYING, LLC.
PROFESSIONAL LAND SURVEYORS

8593 OAKLAWN ROAD
BILOXI, MISSISSIPPI 39532

PHONE: 228-392-5552

FAX: 228-392-6106

Email: stenumsurvey@cableone.net

SHEET 3 OF 5

DRAWN BY: M.GOUGH
DATE: AUGUST 1, 2016
DRAWING NO: 16175PLAT.dwg

**DEED DESCRIPTION:
INSTRUMENT #2012-004703-D-J1 AND
INSTRUMENT #2016-004571-D-J1**

PARCEL #1011D-03-015.000

LOTS 10, 11 AND 12, BLOCK 1, GULF SHORE MANOR SUBDIVISION, BEING A SUBDIVISION LOCATED IN THE CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AS PER THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI.

AND ALSO THAT CERTAIN PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 10, BLOCK 1 OF SAID GULF SHORE MANOR SUBDIVISION, IN SECTION 6, TOWNSHIP 8 SOUTH, RANGE 10 WEST, IN ACCORDANCE WITH THE PLAT OF SAID SUBDIVISION ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HARRISON COUNTY, MISSISSIPPI; AND RUNNING THENCE ON A COURSE DUE EAST A DISTANCE OF 27.6 FEET TO A POINT; RUNNING THENCE ON A COURSE DUE SOUTH A DISTANCE OF 150 FEET TO A POINT; RUNNING THENCE ON A COURSE DUE WEST A DISTANCE OF 27.6 FEET TO A POINT THAT IS THE SOUTHEAST CORNER OF LOT 12, BLOCK 1 OF SAID SUBDIVISION; AND RUNNING THENCE ON A COURSE NORTH A DISTANCE OF 150 FEET TO THE PLACE OF BEGINNING. ALL BEING LOCATED IN AND A PART OF SECTION 6, TOWNSHIP 8 SOUTH, RANGE 10 WEST, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI.

SURVEY DESCRIPTION: PARCEL A (0.197 ACRE)

A PARCEL OF LAND SITUATED IN GULF SHORE MANOR SUBDIVISION, BLOCK 1, AND FRACTIONAL SECTION 6, TOWNSHIP 8 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED WITH THE FOLLOWING BEARINGS DERIVED BY TRUE GRID NORTH BY G.P.S. OBSERVATION, TRIMBLE V.R.S. NETWORK, NAD 83(2011) (EPOCH:2010.0000) AS PER THIS SURVEY BY GENE PAUL STENUM, DATED JULY 21, 2016, AS FOLLOWS:

BEGINNING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF LOT 10, BLOCK 1 OF SAID GULF SHORE MANOR SUBDIVISION, IN SECTION 6, TOWNSHIP 8 SOUTH, RANGE 10 WEST, LYING ON THE NORTH LINE OF THE PROPERTY NOW OR FORMERLY OF JAMES M. DODSON, DESCRIBED IN INSTRUMENT #2016-0004571-D-J1; THENCE ALONG SAID NORTH LINE, N89°31'43"E 26.99' TO AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF SAID DODSON PROPERTY; THENCE ALONG THE EAST LINE OF SAID PROPERTY, S00°04'45"W 75.14' TO AN IRON ROD SET; THENCE S89°59'22"W 114.46' TO AN IRON ROD SET ON THE EAST MARGIN OF A 26' RIGHT-OF-WAY FOR MARKHAM DRIVE; THENCE ALONG SAID EAST MARGIN, N00°06'29"E 75.00' TO AN IRON PIPE FOUND AT THE NORTHWEST CORNER OF LOT 10, GULF SHORES MANOR, BLOCK ONE, ALSO BEING THE NORTHWEST CORNER OF THE PROPERTY NOW OR FORMERLY OF JAMES M. DODSON, DESCRIBED IN INSTRUMENT #2016-0004571-D-J1; THENCE ALONG THE NORTH LINE OF SAID DODSON PROPERTY AND THE NORTH LINE OF SAID LOT 10, S89°57'36"E 87.43' TO THE POINT OF BEGINNING, CONTAINING 0.197 ACRE. SAID PROPERTY BEING A PORTION OF THE PROPERTY NOW OR FORMERLY OF JAMES M. DODSON, DESCRIBED IN INSTRUMENT #2016-0004571-D-J1.

SURVEY DESCRIPTION: PARCEL B (0.198 ACRE)

A PARCEL OF LAND SITUATED IN GULF SHORE MANOR SUBDIVISION, BLOCK 1, AND FRACTIONAL SECTION 6, TOWNSHIP 8 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED WITH THE FOLLOWING BEARINGS DERIVED BY TRUE GRID NORTH BY G.P.S. OBSERVATION, TRIMBLE V.R.S. NETWORK, NAD 83(2011) (EPOCH:2010.0000) AS PER THIS SURVEY BY GENE PAUL STENUM, DATED JULY 21, 2016, AS FOLLOWS:

COMMENCING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF LOT 10, BLOCK 1 OF SAID GULF SHORE MANOR SUBDIVISION, IN SECTION 6, TOWNSHIP 8 SOUTH, RANGE 10 WEST, LYING ON THE NORTH LINE OF THE PROPERTY NOW OR FORMERLY OF JAMES M. DODSON, DESCRIBED IN INSTRUMENT #2016-0004571-D-J1; THENCE ALONG SAID NORTH LINE, N89°31'43"E 26.99' TO AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF SAID DODSON PROPERTY; THENCE ALONG THE EAST LINE OF SAID PROPERTY, S00°04'45"W 75.14' TO AN IRON ROD SET AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID EAST LINE OF DODSON PROPERTY, S00°04'45"W 75.14' TO AN IRON PIPE FOUND AT THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE ALONG THE SOUTH LINE OF SAID DODSON PROPERTY, N89°56'32"W 27.21' TO AN IRON ROD SET AT THE SOUTHEAST CORNER OF LOT 12, GULF SHORE MANOR, BLOCK ONE; THENCE ALONG THE SOUTH LINE OF LOT 12 AND FURTHER ALONG THE SOUTH LINE OF THE AFORESAID JAMES M. DODSON PROPERTY, N89°56'32"W 87.29' TO AN IRON ROD SET ON THE EAST MARGIN OF A 26' RIGHT-OF-WAY FOR MARKHAM DRIVE; THENCE ALONG SAID EAST MARGIN, N00°06'29"E 75.00' TO AN IRON ROD SET; THENCE N89°59'22"E 114.46' TO THE POINT OF BEGINNING, CONTAINING 0.198 ACRE. SAID PROPERTY BEING A PORTION OF THE PROPERTY NOW OR FORMERLY OF JAMES M. DODSON, DESCRIBED IN INSTRUMENT #2016-0004571-D-J1.

SURVEY DESCRIPTION: OVERALL 0.395 ACRE PARCEL

A PARCEL OF LAND SITUATED IN GULF SHORE MANOR SUBDIVISION, BLOCK 1, AND FRACTIONAL SECTION 6, TOWNSHIP 8 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED WITH THE FOLLOWING BEARINGS DERIVED BY TRUE GRID NORTH BY G.P.S. OBSERVATION, TRIMBLE V.R.S. NETWORK, NAD 83(2011) (EPOCH:2010.0000) AS PER THIS SURVEY BY GENE PAUL STENUM, DATED JULY 21, 2016, AS FOLLOWS:

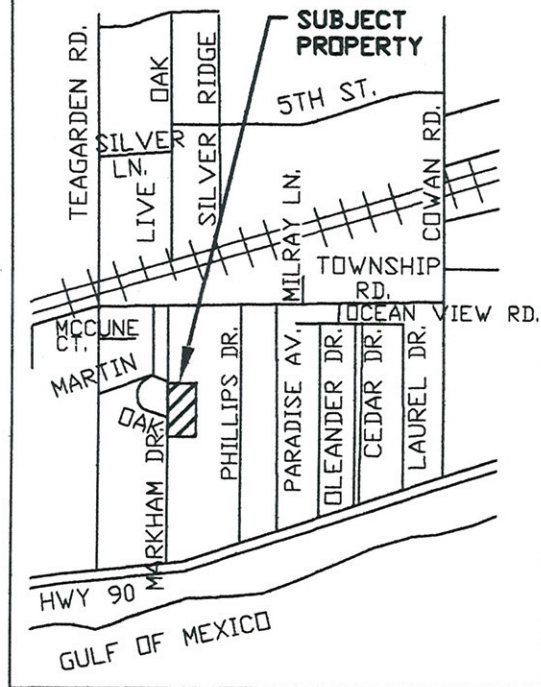
BEGINNING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF LOT 10, BLOCK 1 OF SAID GULF SHORE MANOR SUBDIVISION, IN SECTION 6, TOWNSHIP 8 SOUTH, RANGE 10 WEST, LYING ON THE NORTH LINE OF THE PROPERTY NOW OR FORMERLY OF JAMES M. DODSON, DESCRIBED IN INSTRUMENT #2016-0004571-D-J1; THENCE ALONG SAID NORTH LINE, N89°31'43"E 26.99' TO AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF SAID DODSON PROPERTY; THENCE ALONG THE EAST LINE OF SAID PROPERTY, S00°04'45"W 150.28' TO AN IRON PIPE FOUND AT THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE ALONG THE SOUTH LINE OF SAID DODSON PROPERTY, N89°56'32"W 27.21' TO AN IRON ROD SET AT THE SOUTHEAST CORNER OF LOT 12, GULF SHORE MANOR, BLOCK ONE; THENCE ALONG THE SOUTH LINE OF LOT 12 AND FURTHER ALONG THE SOUTH LINE OF THE AFORESAID JAMES M. DODSON PROPERTY, N89°56'32"W 87.29' TO AN IRON ROD SET ON THE EAST MARGIN OF A 26' RIGHT-OF-WAY FOR MARKHAM DRIVE; THENCE ALONG SAID EAST MARGIN, N00°06'29"E 150.00' TO AN IRON PIPE FOUND AT THE NORTHWEST CORNER OF LOT 10, GULF SHORES MANOR, BLOCK ONE, ALSO BEING THE NORTHWEST CORNER OF THE PROPERTY NOW OR FORMERLY OF JAMES M. DODSON, DESCRIBED IN INSTRUMENT #2016-0004571-D-J1; THENCE ALONG THE NORTH LINE OF SAID DODSON PROPERTY AND THE NORTH LINE OF SAID LOT 10, S89°57'36"E 87.43' TO THE POINT OF BEGINNING, CONTAINING 0.395 ACRE. SAID PROPERTY BEING THE PROPERTY NOW OR FORMERLY OF JAMES M. DODSON, DESCRIBED IN INSTRUMENT #2016-0004571-D-J1.

A RE-SUBDIVISION OF 0.395 ACRE PARCEL, SITUATED IN LOTS 10, 11 AND 12 OF GULF SHORE MANOR SUBDIVISION, BLOCK 1, AND FRACTIONAL SECTION 6, TOWNSHIP 8 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI.

PREPARED BY:

**STENUM SURVEYING, LLC.
8593 W. OAKLAWN RD.
BILOXI, MISS. 39532
PHONE: (228)392-5552**

**VICINITY MAP:
NOT TO SCALE:**



**STENUM SURVEYING, LLC.
PROFESSIONAL LAND SURVEYORS**

8593 OAKLAWN ROAD
BILOXI, MISSISSIPPI 39532

PHONE: 228-392-5552

FAX: 228-392-6106

Email: stenumsurvey@cableone.net

SHEET 4 OF 5

DRAWN BY: M.GOUGH
DATE: AUGUST 1, 2016
DRAWING NO: 16175PLAT.dwg

CERTIFICATE OF RESUBDIVISION

IN ACCORDANCE WITH SECTION 9-48 OF THE CODE OF ORDINANCE (SUBDIVISION REGULATIONS) OF THE CITY OF GULFPORT AS AMENDED, IT IS HEREBY CERTIFIED THAT THE GULFPORT CITY PLANNING COMMISSION CHAIRMAN AND GULFPORT CITY COUNCIL HAVE REVIEWED AND APPROVED THIS FINAL PLAT FOR THE RESUBDIVISION OF THIS 0.395 ACRE PARCEL LOCATED IN LOTS 10, 11 AND 12, GULF SHORE MANOR SUBDIVISION, BLOCK 1, AND FRACTIONAL SECTION 6, TOWNSHIP 8 SOUTH, RANGE 10 WEST, INTO TWO PARCELS. THE AD VALOREM TAX PARCEL NUMBER OF THE SUBJECT PROPERTY IS 1011D-03-015.000 AND IS DESCRIBED IN INSTRUMENT #2016-004571-D-J1.

THE CASE FILE NUMBER IS _____.

THE APPLICANTS HEREBY COVENANT AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF GULFPORT, ITS AGENTS, SERVANTS, AND OR EMPLOYEES AGAINST ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION OF WHATEVER NATURE WHICH MAY ARISE AS A RESULT OF THE ACTION OF THE PLANNING COMMISSION, ITS AGENTS, AND/OR EMPLOYEES CONCERNING THE PETITION FOR RESUBDIVISION OF THE REAL PROPERTY DESCRIBED HEREIN.

RATIFIED AND APPROVED BY

BY: [Signature]
JAMES M. DODSON, OWNER

THIS 2 DAY OF AUGUST, 2016.

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT JAMES M. DODSON, AS AN INDIVIDUAL, IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS RESUBDIVISION PLAT, AND THAT HE DECLARES THIS TO BE A CORRECT PLAT OF THE RESUBDIVISION, LOCATED WITHIN THE CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI.

WITNESS MY SIGNATURE ON THIS 2 DAY OF AUGUST, 2016.

BY: [Signature]
JAMES M. DODSON, OWNER

ACKNOWLEDGEMENT

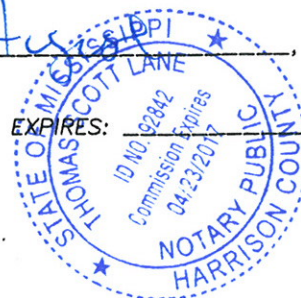
STATE OF MISSISSIPPI Harrison County
COUNTY OF

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE COUNTY OF Harrison, STATE OF MISSISSIPPI, PERSONALLY APPEARED THE AFORENAMED, JAMES M. DODSON, AS AN INDIVIDUAL, WHO ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE ABOVE AND FOREGOING INSTRUMENT ON THE DATE AND YEAR MENTIONED, AFTER FIRST HAVING BEEN DULY AUTHORIZED TO DO.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2nd DAY OF AUGUST, 2016.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



SHEET 5 OF 5

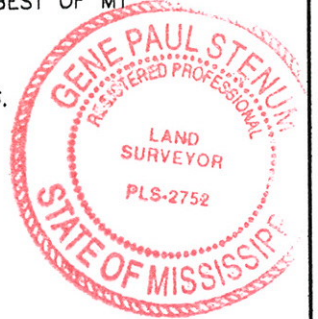
DRAWN BY: M.GOUGH
DATE: AUGUST 1, 2016
DRAWING NO: 16175PLAT.dwg

SURVEYOR'S CERTIFICATE

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

WITNESS MY SIGNATURE AND SEAL THIS 1st DAY OF August, 2016.

[Signature]
GENE PAUL STENUM, P.L.S. #2752



PLANNING COMMISSION

SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISSION ON THE

_____ DAY OF _____, 2016.

GULFPORT CITY PLANNING COMMISSION

PLANNING DIVISION ADMINISTRATOR

CERTIFICATE OF APPROVAL

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT, CITY COUNCIL, AT THE REGULAR MEETING OF SAID COUNCIL HELD ON THE _____ DAY OF _____, 2016.

ATTEST:

ADOPT:

CLERK OF COUNCIL

PRESIDENT

THIS RESUBDIVISION PLAT AND CERTIFICATE OF RESUBDIVISION, HAVING BEEN SUBMITTED

AND APPROVED BY THE MAYOR, THIS _____ DAY OF _____, 2016.

MAYOR OF GULFPORT

A RE-SUBDIVISION OF 0.395 ACRE PARCEL, SITUATED IN LOTS 10, 11 AND 12 OF GULF SHORE MANOR SUBDIVISION, BLOCK 1, AND FRACTIONAL SECTION 6, TOWNSHIP 8 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI.

PREPARED BY:
STENUM SURVEYING, LLC.
8593 W. OAKLAWN RD.
BILOXI, MISS. 39532
PHONE: (228)392-5552

1. CITY OF GULFPORT PLANNING COMMISSION

2

3 1609PC120

4

5 TRANSCRIPT OF HEARING

6 September 22, 2016

7 *****

PLANNING

8 TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT

9 COMMISSION HELD IN THE CITY COUNCIL CHAMBERS, GULFPORT,

AT

10 MISSISSIPPI, ON THE 22ND DAY OF SEPTEMBER 2016 COMMENCING

11 4:30 P.M. AND REPORTED BY

12 NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

13 *****

14

COMMISSION MEMBERS PRESENT:

15

16 KEITH WILLIAMS, President
17 CHARLIE HEWES
18 JOHN ANTHONY
19 WILLIAM "PRINCE" JONES
20 MARTY WARREN (Recused)
B.J. SELLERS
VIRGINIA ADOLPH
EVERETTE "LAD" LADNER
MICHAEL DANIELS

21 STAFF PRESENT:

22 GREG PIETRANGELO
23 GREG HOLMES
CORY LONG
MATILDA WELCH

24

25

N.J. SOROE, CSR #1297

1. 9. Resubdivision Case 1609PC120
2. MR. LONG: Resubdivision, Case 1609PC120. The
3. applicant requests a resubdivision of a tax parcel containing
4. 17,264 square feet into two parcels, 0.197 acre Parcel A and
5. 0.198 acre Parcel B zoned T4+, located north of Beach Drive,
6. south of Township Road, east of and adjacent to Markham Drive,
7. and west of Phillips Drive. Ward 2.
8. MR. WILLIAMS: Thank you.
9. Someone here to speak for the request?
10. MR. WARREN: Mr. Chairman, I'm going to recuse
11. myself from this matter.
12. (Mr. Warren leaves room.)
13. MR. WILLIAMS: Thank you.
14. MR. DOBSON: Mike Dobson, 5114 Kendall Avenue,
15. Gulfport 39507.
16. I bought some property on Markham that a lot of
17. the lots on Markham are still 50 foot wide. This particular
18. lot I bought is 150 feet. But I'd like to subdivide it into
19. two 75 foot lots to build houses on them.
20. MR. WILLIAMS: Okay. Any questions of the
21. applicant, commissioners?
22. Are these houses you'll be building for resale,

23. rental?

24. MR. DOBSON: For resale.

25. MR. WILLIAMS: For resale. Okay.

N.J. SOROE, CSR #1297

1. Any other questions?
2. All right. If something comes up, we'll bring
3. you back up. Thank you.
4. MR. DOBSON: I appreciate y'all's time.
5. MR. WILLIAMS: Anyone else here to speak for the
6. request?
7. MR. CREEL: I didn't see any cards in the back.
8. MR. WILLIAMS: You can get one after.
9. MR. CREEL: Barney Creel, 10314 River Road
10. Drive.
11. I just want to say that I got a few properties
12. in that area where Mr. Dobson is wanting to do what he did
--
13. what he wants to do as far as resubdivide. He done some
14. similar things on Phillips Drive, and it's turned out to be
15. fantastic. And the area is now headed in the right
direction.
16. And I'd like to see his project here get approved.
17. MR. WILLIAMS: Thank you.
18. Anyone else here to speak for the request?
19. Anyone here to speak against this request?
20. All right. Can we get staff's recommendation,
21. Cory?
22. MR LONG: The request meets the requirements of
23. resubdivision of property. Therefore, the staff recommends
24. approving the request with all applicable rules and

25. regulations.

N.J. SOROE, CSR #1297

1. MR. WILLIAMS: Thank you.
2. You've heard staff's recommendation.
3. Commissioners have any questions or comments or a motion?
4. MR. LADNER: I have a motion. I move that we
5. approve Case File Number 1609PC120 with staff's
recommendations
6. and conditions. I don't think they have any conditions.
7. MS. ADOLPH: Second.
8. MR. WILLIAMS: We've got a second. Any further
9. discussion? If not all those in favor signify by saying
aye.
10. (Unanimous vote.)
11. MR. WILLIAMS: Any opposed? It's been passed.
12. Thank you.
13. (Warren recused.)
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24

N.J. SOROE, CSR #1297

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2

3 1609PC120

4

5

6

COURT REPORTER'S CERTIFICATE

7

8 I, Norma Jean Ladner Soroe, Certified Shorthand

9 Reporter, do hereby certify that to the best of my skill
and

10 ability I have reported the hearing held before the City of
11 Gulfport Planning Commission and that the foregoing 4 pages
12 constitute a true and correct transcription of said hearing
13 held on the 22nd day of September 2016.

14 I do further certify that my certificate annexed
15 hereto applies only to the original and certified
transcript.

16 The undersigned assumes no responsibility for the accuracy
of
17 any reproduced copies not made under my control and
direction.

18 Witness my signature this the 27th day of
September

19 2016.

20

21

22

23

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

24

25

N.J. SOROE, CSR #1297

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: October 18, 2016

Re: Final Plat - for 10-lots at Tanner Place Subdivision from tax parcels 0910G-02-004.000, 0910G-02-004.001, 0910G-02-004.002, 0910G-02-004.003, 0910G-02-004.004, 0910G-02-004.005, 0910G-02-004.006, 0910G-02-004.007, 0910G-02-004.008, 0910G-02-004.009, and 0910G-002-004.010 containing an aggregate of 1.73 acres and being zoned R-1-7.5 (Single-Family) (Located north of Commerce Street, south of Magnolia Street, east of Canal Street, and west of an adjacent to Courthouse Road) - Case 1608PC109 - Ward 4.

Tanner Place LLC, property owner, request a Final Plat for 10-lots at Tanner Place Subdivision from tax parcels 0910G-02-004.000, 0910G-02-004.001, 0910G-02-004.002, 0910G-02-004.003, 0910G-02-004.004, 0910G-02-004.005, 0910G-02-004.006, 0910G-02-004.007, 0910G-02-004.008, 0910G-02-004.009, and 0910G-002-004.010 containing an aggregate of 1.73 acres and being zoned R-1-7.5 (Single-Family) (Located north of Commerce Street, south of Magnolia Street, east of Canal Street, and west of an adjacent to Courthouse Road), Ward 4.

Packet Contents:

1. Cover Sheet
2. Staff Report
3. Locator Map
4. Application
5. Parcel List
6. Covenants (6 Pages)
7. Final Plat

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: October 7, 2016

Re: Final Plat 1608PC109 – Tanner Place Subdivision

Subject: Tanner Place LLC, property owner, request a Final Plat for 10-lots at Tanner Place Subdivision from tax parcels 0910G-02-004.000, 0910G-02-004.001, 0910G-02-004.002, 0910G-02-004.003, 0910G-02-004.004, 0910G-02-004.005, 0910G-02-004.006, 0910G-02-004.007, 0910G-02-004.008, 0910G-02-004.009, and 0910G-02-004.010 containing an aggregate of 1.73 acres and being zoned R-1-7.5 (Single-Family) (Located north of Commerce Street, south of Magnolia Street, east of Canal Street, and west of an adjacent to Courthouse Road), Ward 4.

Planning Staff recommendation: To approve the application

Planning Commission recommendation: On March 22, 2016 the Planning Commission recommended approval of the final plat for Tanner Place Subdivision.

Motion: Ladner

Second: Sellers

KEITH WILLIAMS - Chairman

CHARLIE HEWES - yea

JOHN ANTHONY - yea

WM. PRINCE JONES - yea

MARTY WARREN - yea

B. J. SELLERS - yea

VIRGINIA ADOLPH - yea

EVERETTE LAD LADNER - yea

MICHAEL DANIELS - yea

COLETTE TOWLES - absent

DOUG HANCOCK - absent

Action: The motion carried (8-0)

Speaking for the Petition: Danny Murray

Speaking against the Petition: None

Please place the attached item on the Council agenda for October 18, 2016.

STAFF REPORT (Final Plat Approval – Subdivision)

GENERAL INFORMATION

Case File Number: 1608PC109

Hearing Date: September 22, 2016

Current Zoning/Use: R-1-7.5 / Single Family Infrastructure

Proposal: Tanner Place LLC, property owner, request a Final Plat for 10-lots at Tanner Place Subdivision from tax parcels 0910G-02-004.000, 0910G-02-004.001, 0910G-02-004.002, 0910G-02-004.003, 0910G-02-004.004, 0910G-02-004.005, 0910G-02-004.006, 0910G-02-004.007, 0910G-02-004.008, 0910G-02-004.009, and 0910G-002-004.010 containing an aggregate of 1.73 acres and being zoned R-1-7.5 (Single-Family)

Location: North of Commerce Street, south of Magnolia Street, east of Canal Street, and west of an adjacent to Courthouse Road, Ward 4.

ANALYSIS

The applicant is requesting a new Final Plat of Tanner Place Subdivision for the purpose of redesigning the subdivision with new covenants and different property sizes. Moreover, the new lots are redesigned from the current zero-lot line type to conventional lots. Therefore, all lots are now made to be lot sizes above the district minimum where, currently, six of the lots are now below the district minimum but still at an acceptable zero-lot line size.

The new plat, however, has two features not allowed by the ordinance. First, the plat states that the front setback is to be 15 feet. The district the subdivision is in does not allow for less than 25 feet. Secondly, four lots on the cul-de-sac are wedge shaped and, therefore, taper to a width below those required by the ordinance at the required setback line. The applicant has requested a variance to allow the reduced setback on only six lots and the reduced property widths as seen on the plat.

At the Zoning Board meeting on September 15, 2016, the Zoning Board recommended approval to allow the requested variance. Therefore, the application is approvable as submitted. However, the Zoning Board decision is still susceptible to appeal. Once the application period for appeal has expired and if the Planning Commission has approved this request, the Final Plat can be approved.

12

The staff recommends to approve the request subject to the requirements of the Zoning Board. Any changes required to the plat must be made before consideration by the City Council for final approval of the Final Plat.

HISTORY

In 2000 (case file number 0007PC155), a Sketch Plan was approved for a 12-lot zero-lot community on the property with the condition that the applicant provides covenants and floor plans to demonstrate how houses with a zero line will comply with the zero lot line regulations. The then applicant had met those conditions.

In November 16, 2000, the Planning Commission deferred the General Plan request subject to the applicant providing an updated general plan to address the drainage and engineering issues.

On December 13, 2002 the applicant submitted revised construction plans and letter dated December 12, 2002 stating the new drainage system has been constructed and functioning for over one year.

The applicant then submitted General Plan 0301PC010, for the 10-lot zero-lot community was resubmitted because the one-year limitation had been exceeded and to allow approval of the a waiver for a 50-foot right-of-way width instead of the 60 feet required. The request was approved on January 23, 2003.

On February 18, 2003, the City Council approved the Final Plat, 0212PC219, for the 10-lot zero-lot community.

The then applicant failed to record the subdivision with the Chancery Clerk. Therefore, the Final Plat never became valid.

On June 2008, the City of Gulfport re-approved the Final Plat and, from then, Tanner Place was recorded.

CONDITIONS BY DEPARTMENTS AND AGENCIES

<u>Engineering:</u>	No conditions. Memo dated September 7, 2016.
<u>Public Works:</u>	No conditions. Memo dated September 7, 2016.
<u>Traffic and Safety:</u>	No conditions. Memo dated September 2, 2016.
<u>Building Code Services:</u>	All Construction shall meet and comply with all Building Code and City Ordinances. Memo dated September 7, 2016.
<u>Police Department:</u>	No conditions. Memo dated September 6, 2016.
<u>Fire Department:</u>	No comment as of September 7, 2016.

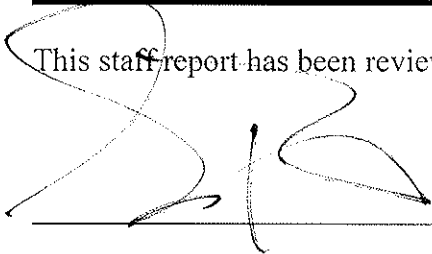
J. / v

RECOMMENDATION

The staff recommends to approve the request subject to the requirements of the Zoning Board and any subsequent appeals. Any changes required to the plat must be made before consideration by the City Council for final approval of the Final Plat.

APPROVALS

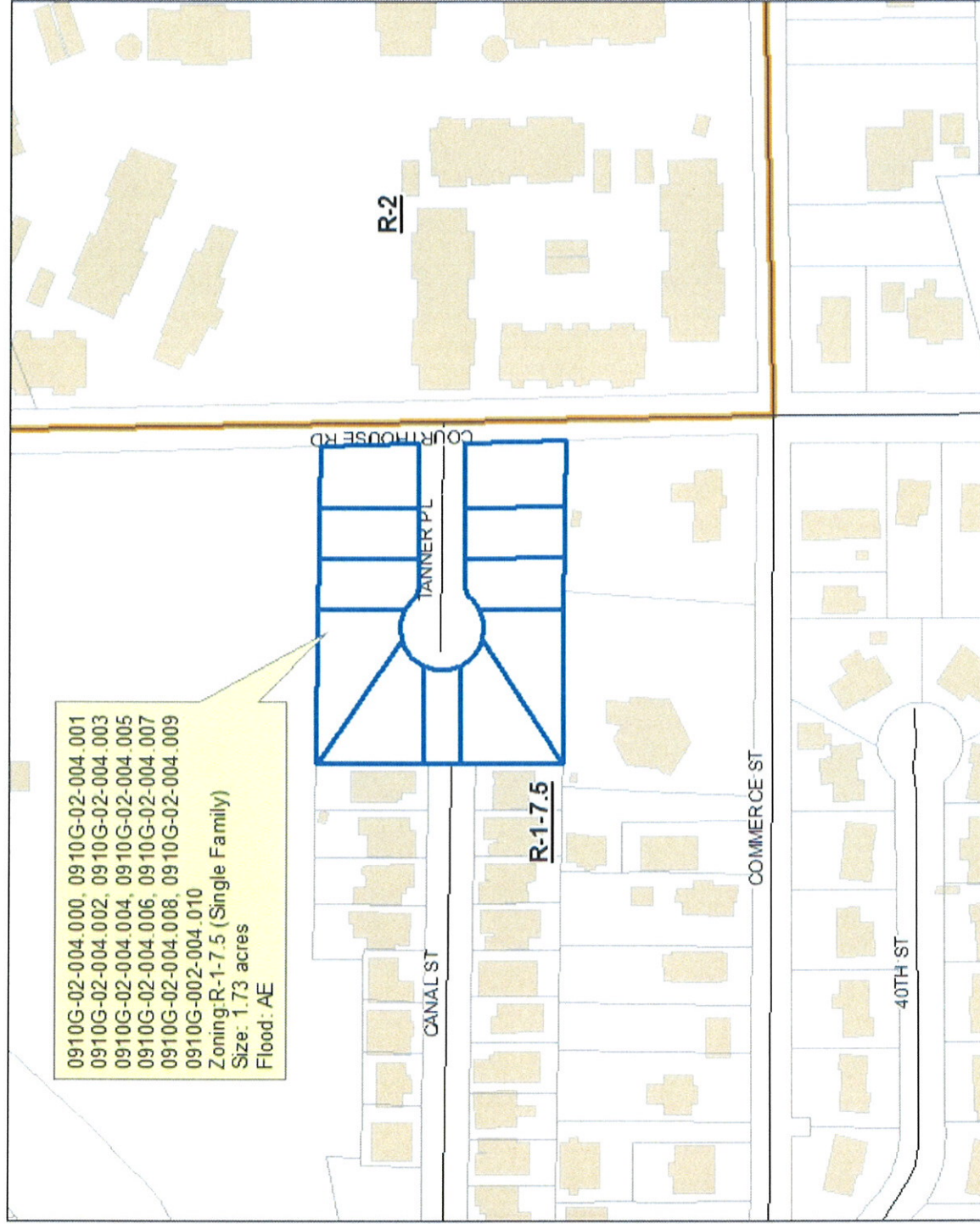
This staff report has been reviewed and approved by:

A handwritten signature in black ink, appearing to be "S. R.", written over a horizontal line.

Director of Urban Development Department

1608ZB109

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.



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

APPLICATION FOR FINAL PLAT

Property Information

TAX PARCEL # 09106-02-004.000
09106-02-004.001
09106-02-004.002

For Staff Use Only

Case File #: 1608PC109Date Received: 7/5 10/07Receipt #: 7957976Received By: MW

Zoning: _____

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

Address of Property Involved: 335, 331, 327, 323, 319, 318, 322, 330, 334Lot(s) _____, Block(s) _____, Subdivision Tanner PlaceGeneral Location: off Courthouse Rd

GENERAL DESCRIPTION OF REQUEST:

Make all lots 7500 sq ft or bigger. NO zero lot lines.

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

Tanner Place LLC
Printed Name Of Owner
516 Brandi Lane
Mailing Address
Gulfport Ms 39507
City State Zip code
228-669-8113 228-669-8113
Home Phone Work/Cell Phone
javcom46@yahoo.com
Email
JD A. Campbell
Signature Of Owner

Printed Name Of Agent
Mailing Address
City State Zip code
Home Phone Work/Cell Phone
Email
Signature Of Agent

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



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

Identify
□ ×

Identify from: ▾ Parcels

▢ Parcels

+ 0910G-02-004.000

+ 0910G-02-004.001

+ 0910G-02-004.002

+ 0910G-02-004.003

+ 0910G-02-004.004

+ 0910G-02-004.005

+ 0910G-02-004.006

+ 0910G-02-004.007

+ 0910G-02-004.008

+ 0910G-02-004.009

+ 0910G-02-004.010

⌕ ⌂

Location: 917,430.505 327,160.596 Feet

Field	Value
ZIP	39507
Shape	Polygon
Shape....	8956.422773
Shape....	452.611236
NAME	TANNER PLACE LLC
PARCE...	0910G-02-004.004
NEW_P...	0910G-02-004.004
ADDRE...	516 BRANDI LN
ADDRE...	<null>
ADDRE...	<null>
ADDRE...	<null>
ADDRE...	<null>
STATE...	MS

Identified 11 features

Prepared by and after recording return to:
J. William Williams, MBN 99709
Williams & Nichols, PA
Post Office Box 60
Gulfport, Mississippi 39502-0060
Telephone No. (228) 265-8200
Facsimile: (228) 265-8050

Indexing Instructions:
Tanner Place Subdivision

Part of SE¼ of the SW¼ of Section 25, Township 7 South,
Range 11 West, and a Small Strip in the NE¼ of the NW¼ of
Section 36, Township 7 South, Range 11 West, in the First
Judicial District, Harrison County, Mississippi.

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (“Declaration”) is made effective as of July 1, 2016 by TANNER PLACE, LLC, a Mississippi limited liability company, having a mailing address and phone number of 516 Brandi Lane, Gulfport, Mississippi 39507, (228) 669-8113, (“**Owner**”).

WHEREAS, Owner is the fee simple owner of all that certain land, situated, lying and being in the First Judicial District of Harrison County, Mississippi, that is more particularly described on **Exhibit “A,”** that is attached hereto and made a part hereof (the “**Property**”);

WHEREAS, the Owner is developing the Property as a subdivision known as Tanner Place Subdivision (the “**Subdivision**”).

WHEREAS, Owner desires to subject the Property and the Subdivision, including any and all improvements now or hereafter constructed on the Property, to the covenants, conditions, restrictions, uses, limitations, obligations, easements, servitudes, charges, assessments and liens contained in this Declaration which individually and collectively are for the benefit of the Property and the subdivision, the Owner, and all future owners of the Property.

NOW THEREFORE, Owner declares that the Property is and shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used, occupied, hypothecated or encumbered, and improved subject to the provisions of this Declaration which: (i) are agreed and declared to be beneficial for and in aid of the development of the Property, (ii) shall be deemed to run with and bind the Property, and (iii) shall inure to the benefit of and be enforceable by the Owner, its successors and assigns, and each person who has or acquires any interest in any portion of the Property including, without limitation, the individual lots comprising the Subdivision, (individually, a “**Lot**,” and collectively, the “**Lots**”) or the improvements on the Property or in

the Subdivision, including any person who holds such interest solely as security for the performance of an obligation or the payment of a debt.

1. The Property shall be used solely and exclusively for residential purposes. Only one (1) single-family residential unit, not exceeding two stories in height, together with the usual and customary outbuildings such as garages, shall be permitted on each Lot. However, nothing in these restrictions shall be construed as prohibiting the owner of two (2) or more Lots from erecting one (1) residence on each Lot.

2. The term "residential purposes" as used herein shall be held and construed to exclude, among other things, hospitals, duplex houses, apartment houses, garage apartments, or any outbuilding which is not of similar construction and appearance as the residential dwelling unit located on a particular Lot, and to exclude commercial and professional use, the foregoing sentence shall not prohibit a home office in each residential dwelling unit.

3. No house trailer or mobile home shall be placed on any of said Property or in the Subdivision.

4. No trash, ashes or other refuse may be thrown or dumped on any of said Property or in the Subdivision.

5. No building, fence, wall or other structure shall be commenced, erected, placed, altered or maintained upon the Property or any parcel, nor shall any exterior addition to or change or alteration therein be made until the proposed plans and specifications showing the nature, kind, shape, height, materials, exterior color or finish, plat plan showing the proposed location of such building or structure, drives and parking areas, landscape plan, and construction schedule shall have been submitted to and approved in writing by Owner or its successors or assigns. No alteration in the exterior appearance of any building or structure shall be made without like approval from the Owner or its successors and assigns.

6. Construction of improvements on the Property or in the Subdivision shall be completed within twelve (12) months of permit issuance. All construction must comply with any applicable zoning, building and other legal requirements, including, without limitation, utilizing silt fencing, rocks to prevent dirt from washing away, or such other legal requirements. All building materials on the Property and in the Subdivision shall be stored in a neat, orderly and unobtrusive manner or properly screened, and the building materials shall be limited to that which is reasonably necessary for the construction of, or the maintenance of, the residential dwelling unit and such other buildings to be constructed on the Lot.

7. The use of asbestos siding as building materials for an exterior finish is expressly prohibited.

8. No signs, billboards, posters or advertising devices of any character shall be erected on any parcel except "For Sale" signs related to the sale of a residence not exceeding four (4) square feet and signs identifying the owner of the property not exceeding two (2) square feet in size.

9. No noxious or offensive trade or activity shall be carried on upon any parcel nor shall anything be done thereon which may be or become an annoyance or nuisance to the residents of adjacent properties.

10. All fences are subject to prior written approval by Owner or its successors assigns. Chain link fencing is strictly prohibited.

11. No animals except dog, cats, or similar small pets may be kept on the Property or in the Subdivision; **provided, however**. No kennels or pens may be constructed or used for the care and housing of a large number of dogs, cats or similar small pets, and the number of any such animals regularly housed at the residence of the owner thereof shall be limited to three (3). Regardless of number, the keeping of any animals shall be such as to not constitute an annoyance or nuisance to the residents of adjacent properties.

12. All sewage shall be disposed of by utilizing the City of Gulfport's municipal sewer system.

13. All residences shall face the street designated as Tanner Place. In all events, setback lines shall comply with the minimum requirements of the City of Gulfport Land Development Ordinances.

14. All homes built must contain a minimum of one thousand six hundred (1,600) square feet of heated living area exclusive of carports and porches. Owner, in its sole discretion, may waive or modify the minimum requirements on a case-by-case basis, and such waiver or modification as to one (1) Lot shall not affect such minimum requirement for any other Lot.

15. No equipment, cars, trucks, or other movable vehicles (including trailers) which require payment of taxes and purchase of license plates, shall be kept on any of the Property unless the owner thereof has paid taxes on such vehicle. Those disabled vehicles not requiring the payment of taxes or purchase of license plates shall not be kept on any of the Property or in the Subdivision and shall be removed therefrom.

16. No outside clotheslines shall be permitted on the Property or in the Subdivision.

17. Any exterior lighting installed on any site shall be indirect or of such controlled focus and intensity as not to disturb the residents of adjacent properties.

18. The owners of individual Lots shall provide extra space for parking of automobiles on their own property to accommodate their family automobiles, motor homes, campers or recreational vehicles. Motor homes, campers and recreational vehicles (including boats) shall not be stored on the Property, unless inside a garage.

19. The owners of individual Lots shall mow the lawns and trim the hedges, etc. on a regular basis and maintain said Lots in a neat and attractive condition at all times.

20. This Declaration and the covenants, conditions and restrictions contained herein shall run with the land and shall be binding upon all parties and persons claiming under them for

a period of thirty (30) years from the date these covenants are recorded, after which time this Declaration shall be automatically extended thereafter for successive ten (10) year periods, unless all of the owners of the Lots shall by written instrument filed and recorded in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, at Gulfport, Mississippi, agree that these covenants shall be terminated or changed in whole or in part. The owners of all of the Lots may collectively modify, amend, change or terminate this Declaration by instrument executed by all owners of the Lots in the Subdivision and recorded in the land records of the First Judicial District of Harrison County, Mississippi.

21. Any owner of an individual Lot may enforce this Declaration and the covenants contained therein. Enforcement of this Declaration and the covenants contained therein shall be by proceeding at law or in equity against any person, or persons, violating or attempting to violate this Declaration and the covenants contained therein, either to restrain violation or to recover damages for such violation. Any person found by a court of competent jurisdiction to have violated this Declaration and the covenants contained therein shall pay reasonable attorneys' fees and costs to the party or parties bringing the action to enforce these covenants and the court may establish the amount of said attorney fees and costs.

22. After the filing of this Declaration, the required approvals from Owner herein shall be vested in then-current Lot owners such that any owner must obtain the required approvals from the other Lot owners, with such approval being determined by a majority of all owners of Lots in the Subdivision.

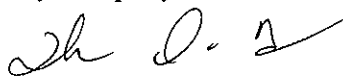
23. This Declaration shall be governed by, and construed in accordance with, the internal domestic laws of the State of Mississippi, without reference to conflicts of law principles.

24. If any term, provision or condition of this Declaration is determined by a court or other judicial or administrative tribunal to be illegal, void or otherwise ineffective or not in accordance with public policy, the remainder of this Declaration shall not be affected thereby and shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner has executed this Declaration as of the day and year first above written and by a duly authorized signatory agrees for itself and on behalf of its successors, heirs, assigns, legal representatives, lessees and transferees to be bound by this Declaration.

OWNER:

TANNER PLACE, LLC, a Mississippi limited liability company

By: 

Name: Member

Title: Thomas D. Murray

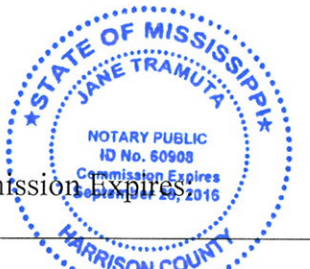
By: David A. Comstock
Name: David A. Comstock
Title: Manager

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 29th day of June, 2016, within my jurisdiction, the within named Thomas D. Murray, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

My Commission Expires:



Jane Tramuta
Notary Public

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 29th day of June, 2016, within my jurisdiction, the within named David A. Comstock, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

My Commission Expires:



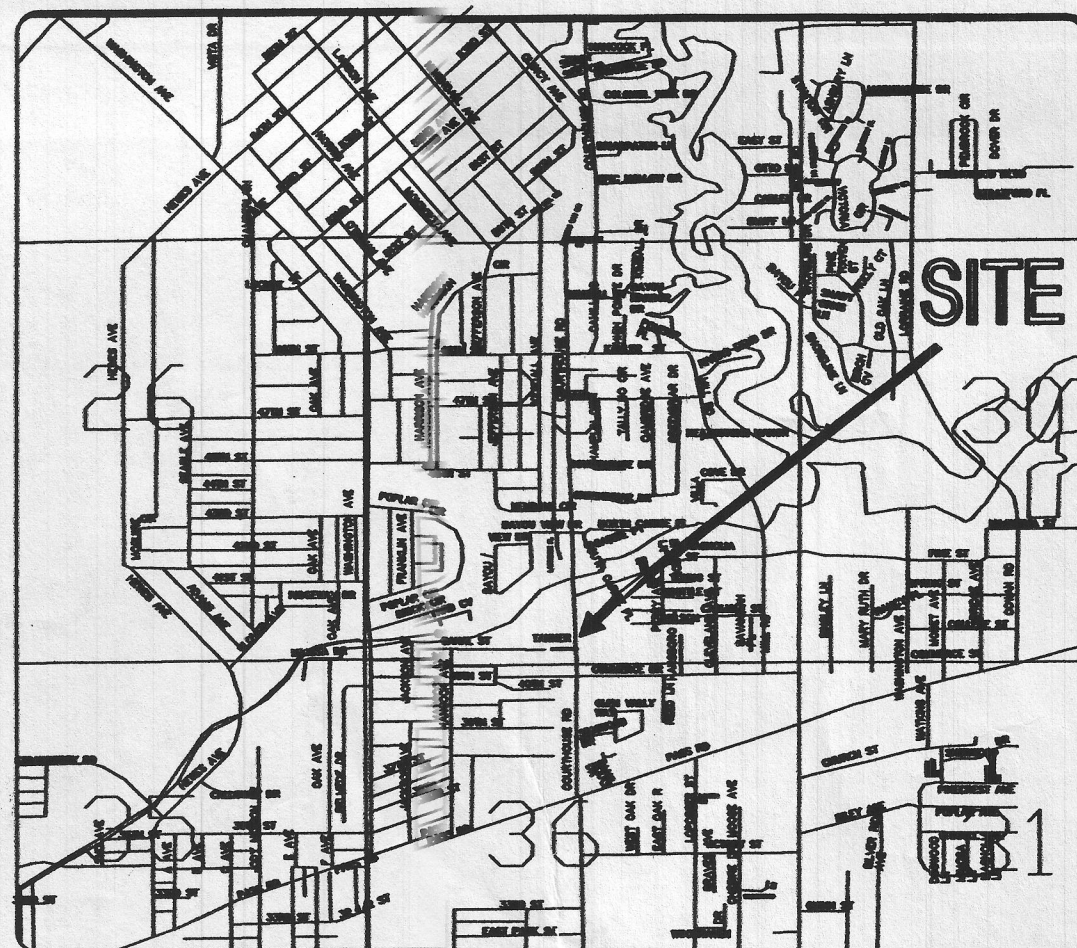
Jane Tramuta
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

A lot or parcel of land described as beginning at a point on the West side of Courthouse Road or Railroad Street at the NE corner of the property owned by Mrs. Julia G. Clark, which said point is 9.5 feet South of the Section line between Sections 25 and 36, Township 7 South, and running thence West along the North boundary of said Clark property 183.8 feet to the NW corner of the Clark property; thence North 9.5 feet, more or less, to the said Section line dividing said Sections 25 and 36 to the NE corner of the property now or formerly owned by Hart; thence West 163.6 feet, more or less, to the SE corner of the property now or formerly owned by Frances A. Stone; thence North 264 feet, more or less, along the East boundary of the Stone property and the East boundary of property formerly owned by the Hart estate to the South boundary of property now or formerly owned by A.R. Blumer; thence East along the South boundary of Blumer 345.1 feet to the West margin of Courthouse Road or Railroad Street; thence South along the West margin of Courthouse Road or Railroad Street; 261.4 feet to the Point of Beginning; being bounded on the East by Courthouse Road or Railroad Street; on the South by Clark and Hart; on the West by Stone and Hart and on the North by Blumer; and being situated in the SE 1/4 of the SW 1/4 in Section 25, Township 7 South, Range 11 West, Harrison County, Mississippi; with a small strip in the NE 1/4 of the NW 1/4 of Section 36, Township 7 South, Range 11 West, Harrison County, Mississippi.

Being the same property as conveyed to John M. Smallwood and Jason H. Floyd in that certain Special Commissioner's Deed dated August 28, 1967, which appears of record in the Land Deed Records of the First Judicial District of Harrison County, Mississippi, Book 597, Page 429.



VICINITY MAP (Not to scale)

LEGAL DESCRIPTION

A parcel of land located in the Southeast Quarter of the Southwest Quarter of Section 25, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, being more particularly described as follows:

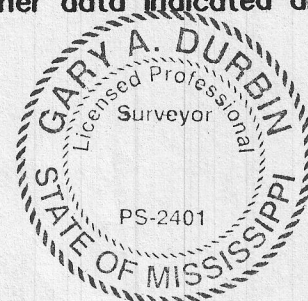
Beginning at a concrete monument found at the Southeast corner of CANAL PLACE SUBDIVISION, UNIT II, City of Gulfport, First Judicial District of Harrison County, Mississippi, thence N 00°20'00" W along the East line of said CANAL PLACE SUBDIVISION 262.95 feet to a concrete monument found at the Northeast corner of CANAL PLACE SUBDIVISION, thence S 89°55'21" E along the South line of the property recorded in Deed Book 720, Page 101, a distance of 344.40 feet to a concrete monument found on the West margin of Courthouse Road, thence S 00°57' 32" E along said West margin 266.33 feet to an iron rod found at the Northeast corner of a 30 foot by 30 foot Bellsouth easement as shown on a survey by Edward Jermyn, P.L.S., recorded in Deed Book 1418, Page 570, thence N 89°22'12" W 347.35 feet to the Point of Beginning. Said parcel contains 91,508 square feet or 2.10 acres.

SURVEYOR'S CERTIFICATE

I, The undersigned, do hereby certify that I have made a survey of REPLAT OF TANNER PLACE SUBDIVISION, 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 2ND day of JULY, 2016.

Gary A. Durbin, P.L.S.
Mississippi Registration Number PLS-2401



CITY ENGINEER'S CERTIFICATE OF APPROVAL

All improvements have been installed in accord with the requirements of these regulations and with the action of planning commission in giving tentative approval of the general subdivision plan. Final approval of plat by city engineer is hereby given this the _____ day of _____, 2016.

CITY ENGINEER _____

Date: _____

CERTIFICATE OF FINAL PLAT APPROVAL

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

Billy Hewes, Mayor _____

Date: _____

Linda Elias, City Clerk _____

Date: _____

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

A RE-PLAT OF TANNER PLACE SUBDIVISION GULFPORT, MISSISSIPPI

OWNER'S CERTIFICATE AND DEDICATION

This is to Certify that TANNER PLACE LLC, a corporation authorized and existing under laws of the State of Mississippi, is the owner of the land platted and described hereon, the owner further declares this to be a correct plat of Re-Plat of Tanner Place Subdivision, lying in Section 25, Township 7 South, Range 11 West, City of Gulfport, Harrison County, Mississippi, and dedicates the street and easement as shown on this plat to the City of Gulfport, forever.

Witness my signature this the 5th day of July, 2016.

David A. Comstock
DAVID A. COMSTOCK, PRESIDENT

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority on and for said county and state, DAVID A. COMSTOCK, who acknowledged that he signed and delivered the foregoing plat on the day and year therein mentioned, being fully authorized to do so.

Witness my signature this the 5th day of July, 2016.

Martina Webb My commission expires: 6-9-2017
Notary Public



CERTIFICATE OF APPROVAL AND ACCEPTANCE

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 _____, 2016.

By: _____ Chairman Date: _____

CERTIFICATE OF RECORDING

Filed and recorded by duplicate plat in the Office of the Chancery Clerk of Harrison County, Mississippi, in Plat Book _____ Page _____ on this the _____ day of _____, 2016.

Chancery Clerk _____

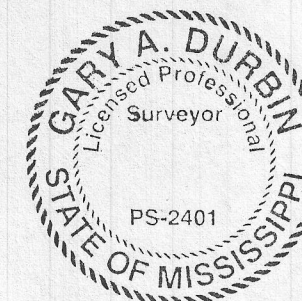
Deputy Clerk _____

CERTIFICATE OF COMPARISON

We, the undersigned, do hereby certify that we have compared this Duplicate plat of the Re-Plat of Tanner Place Subdivision with the Original plat thereof and find the same to be an exact copy thereof.

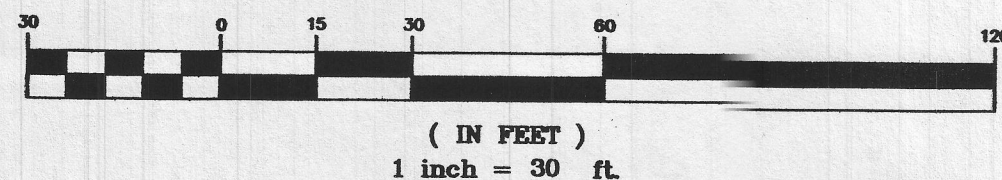
Gary A. Durbin
Gary A. Durbin, P.L.S.

Chancery Clerk _____



A RE-PLAT OF TANNER PLACE SUBDIVISION GULFPORT, MISSISSIPPI

GRAPHIC SCALE



NOW OR FORMERLY OF
BARBARA A. EWING ET AL
0910G-02-008.000

IPF 1" IRON PIPE FOUND
IRF 1/2" IRON ROD FOUND
IRS 1/2" IRON ROD SET

M=MEASURED
P=PLAT
D=DEED

NOW OR FORMERLY OF
SANDRA HILL
102 CANAL STREET
0910G-02-007.018

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

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

3) Bearings based on GPS Observation, USM Network MSC, Grid.

4) This parcel is located in Zones "AE-14-15" per FEMA Flood Insurance Rate Map, Harrison County, Mississippi, Community Panel Number 28047C-0268-G, Revised: 6/16/09. By graphic plotting only.

5) 1/2" Iron rods set all corners unless otherwise indicated.

6) Total Area 91,508 square feet or 2.10 acres.

7) Building Setbacks
Front 15'
Rear 8'
Side 8'

NOW OR FORMERLY OF
JOYCE AND ALLEN MATHEWS
103 CANAL STREET
0910G-02-007.017

POINT OF BEGINNING
CONCRETE MONUMENT
FOUND
SOUTHEAST CORNER
CANAL COURT SUBDIVISION
UNIT II

NOW OR FORMERLY OF
CHURCH OF LIVING GOD
318 COMMERCE STREET
0910J-01-002.000

NOW OR FORMERLY OF
REGINA MATHISON
901 COURTHOUSE ROAD
0910J-01-001.000

CANAL COURT SUBDIVISION, UNIT 2

CANAL STREET

COURTHOUSE ROAD

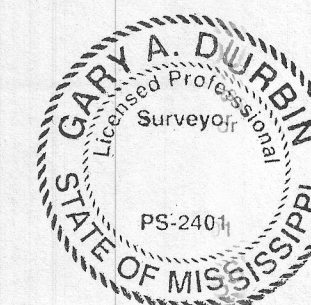
LEGAL DESCRIPTION

A parcel of land located in the Southeast Quarter of the Southwest Quarter of Section 25, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi, being more particularly described as follows:

Beginning at a concrete monument found at the Southeast corner of CANAL PLACE SUBDIVISION, UNIT II, City of Gulfport, First Judicial District of Harrison County, Mississippi, thence N 00°20'00" W along the East line of said CANAL PLACE SUBDIVISION 262.95 feet to a concrete monument found at the Northeast corner of CANAL PLACE SUBDIVISION, thence S 89°55'21" E along the South line of the property recorded in Deed Book 720, Page 101, a distance of 344.40 feet to a concrete monument found on the West margin of Courthouse Road, thence S 00°57'32" E along said West margin 266.33 feet to an iron rod found at the Northeast corner of a 30 foot by 30 foot Bellsouth easement as shown on a survey by Edward Jermyn, P.L.S., recorded in Deed Book 1418, Page 570, thence N 89°22'12" W 347.35 feet to the Point of Beginning. Said parcel contains 91,508 square feet or 2.10 acres.

CURVE DATA

3A	$\Delta = 43^{\circ}57'45''$ R = 25.00' L = 19.18'	N67°40'18"W 18.61'
3B	$\Delta = 57^{\circ}48'59''$ R = 45.00' L = 45.41'	N74°31'22"W 43.56'
4	$\Delta = 35^{\circ}16'50''$ R = 45.00' L = 27.71'	S59°03'52"W 27.27'
5	$\Delta = 41^{\circ}50'35''$ R = 45.00' L = 32.86'	S20°30'10"W 32.14'
6	$\Delta = 40^{\circ}40'39''$ R = 45.00' L = 31.95'	S20°45'27"E 31.28'
7	$\Delta = 34^{\circ}54'27''$ R = 45.00' L = 27.42'	S58°33'00"E 26.99'
8A	$\Delta = 58^{\circ}37'10''$ R = 45.00' L = 46.04'	N74°40'50"E 44.07'
8B	$\Delta = 45^{\circ}34'39''$ R = 25.00' L = 19.89'	N68°28'30"E 19.38'



1. CITY OF GULFPORT PLANNING COMMISSION

2

3 1608PC109

4

5 TRANSCRIPT OF HEARING

6 September 22, 2016

7 *****

PLANNING

8 TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT

9 COMMISSION HELD IN THE CITY COUNCIL CHAMBERS, GULFPORT,

AT

10 MISSISSIPPI, ON THE 22ND DAY OF SEPTEMBER 2016 COMMENCING

11 4:30 P.M. AND REPORTED BY

12 NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

13 *****

14

COMMISSION MEMBERS PRESENT:

15

KEITH WILLIAMS, President

16

CHARLIE HEWES

17

JOHN ANTHONY

18

WILLIAM "PRINCE" JONES

19

MARTY WARREN

20

B.J. SELLERS

21

VIRGINIA ADOLPH

22

EVERETTE "LAD" LADNER

23

MICHAEL DANIELS

21 STAFF PRESENT:

22

GREG PIETRANGELO

23

GREG HOLMES

24

CORY LONG

25

MATILDA WELCH

24

25

N.J. SOROE, CSR #1297

1. 5. Final Plat Case 1608PC109
2. MR. LONG: Final plat, Case 1608PC109. Request
3. a final plat for ten lots at Tanner Place Subdivision
4. containing an aggregate of 1.73 acres being zoned R-1-7.5
5. located north of Commerce Street, south of Magnolia Street,
6. east of Canal Street, and west of and adjacent to
Courthouse
7. Road. Ward 4.
8. MR. WILLIAMS: Thank you.
9. Someone here to speak for this request?
10. MR. MURRAY: Danny Murray, 11491 County Farm
11. Road, Gulfport.
12. We purchased this property, if you notice on the
13. plat, it's got a common area in the back. What we would
like
14. to do is -- a man in Indiana owned the property, so we
called
15. him and purchased that common area.
16. By purchasing that common area, we got rid of I
17. think four lots that would be zero lot lines. We spread
them
18. out and made some lots, the bigger lots a little bit
smaller
19. and the smaller lots bigger.
20. And I think that's the reason that subdivision
21. really hasn't went anywhere.
22. So I think that would help it sell, making the

23. subdivision look better.

24. The common area is just on the property would be

25. an eyesore if it stayed like it is.

N.J. SOROE, CSR #1297

1. MR. WILLIAMS: Any questions of the applicant
2. right now?
3. Anyone else here to speak for this request?
4. Anyone here to speak against this request?
5. Can we get staff's recommendation, Cory?
6. MR. LONG: Staff recommends to approve the
7. request subject to the requirements of the zoning board and
any
8. subsequent appeal. Any changes required to the plat must
be
9. made before consideration by the City Council for final
10. approval of the final plat.
11. MR. WILLIAMS: All right. You've heard staff's
12. recommendation. Can I get a motion, please?
13. MS. ADOLPH: Point of discussion, Mr. Chairman.
14. MR. WILLIAMS: Yes. Thank you, ma'am.
15. MS. ADOLPH: I'm quite familiar with that area
16. in there with Magnolia and Pine, and in terms of the
applicant
17. I know we have had some building in that area. And I have
a
18. question in terms of are we looking at that being raised in
19. terms of the subdivision, the homes there being raised, or
will
20. they be --
21. MR. MURRAY: Excuse me. I couldn't hear you,
22. ma'am.

23. MS. ADOLPH: Will they be on concrete slabs, or

24. are we looking at --

25. MR. MURRAY: They're raised up nine feet off the

N.J. SOROE, CSR #1297

1. slab. They're in a flood zone about that deep (indicating).
2. But we're going to try to make all the houses
3. out of autoclave aerated concrete. It's a new type block that
4. they've used in Germany since 1924. It's unbelievable product.
5. You can cut it with a Skil saw. You can nail into it. You can
6. screw into it. We even took that block at 15 foot and shot it
7. with a .223 AR-15. It penetrated that block that far
8. (indicating), stopped, didn't crack the block. I shot it with
9. a .45, went about that deep (indicating). It didn't crack the
10. block. It's fire resistant, won't burn. It doesn't hurt the
11. block to about 3,000 degrees. It won't burn.
12. When you put it together with Thinset, that
13. house will be rated for 225 mile an hour, 250 mile an hour
14. winds.
15. And when you put your walls together with that
16. Thinset, it's got about an eighth of an inch gap between the
17. block, when you put your wall up, if you want to add like a
18. window or door, you just take a Skil saw or a drill and drill
19. four places, cut it out, and slip your window in. It doesn't

20. hurt construction or the integrity of the wall because it's
all
21. locked together.
22. It's a great product, but it's just -- it hasn't
23. been used very much in the United States.
24. We want to try to put ten houses in there made
25. out of concrete block, and me and a couple other men are
trying

N.J. SOROE, CSR #1297

1. to put a plan in to produce this block.
2. If a lot of the houses after Katrina would have
3. been made out of this block, they'd still be sitting on
that
4. beach right there.
5. MS. ADOLPH: In terms of the quality of the
6. product that you're bringing to that area, it's not so much
in
7. terms of -- it's a question in terms of how the subdivision
is
8. maintained and constructed because a lot of let's say
9. enterprise in that area has been less than suitable, and I
hope
10. that this meets the standards of that area.
11. MR. MURPHY: Drive down Courthouse Road and look
12. at that. The house is 99 percent complete. Drive down
13. Courthouse Road and look at it.
14. And believe me, I've got enough money invested
15. to where I want it to work. It's not going to look bad.
16. MS. ADOLPH: Thank you.
17. MR. WILLIAMS: Thank you, Ms. Virginia.
18. All right. So we've got staff's recommendation,
19. and staff's recommendation was to approve. Looking for a
20. motion.
21. MR. LADNER: Mr. Chairman, I move that that we
22. approve Case File Number 1608PC109 with staff's
recommendation

23. and conditions.

24. MR. WILLIAMS: All right. Do we have a second?

25. MR. SELLERS: Second.

N.J. SOROE, CSR #1297

1. MR. WILLIAMS: All right. Any further
2. discussion on this? If not, all those in favor signify by
3. saying aye.
4. (Unanimous vote.)
5. MR. WILLIAMS: Any opposed? It passed. Good
6. luck, Mr. Murray, appreciate it.

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

N.J. SOROE, CSR #1297

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2

3 1608PC109

4

5

6

COURT REPORTER'S CERTIFICATE

7

8 I, Norma Jean Ladner Soroe, Certified Shorthand

9 Reporter, do hereby certify that to the best of my skill
and

10 ability I have reported the hearing held before the City of
11 Gulfport Planning Commission and that the foregoing 6 pages
12 constitute a true and correct transcription of said hearing
13 held on the 22nd day of September 2016.

14 I do further certify that my certificate annexed
15 hereto applies only to the original and certified
transcript.

16 The undersigned assumes no responsibility for the accuracy
of

17 any reproduced copies not made under my control and
direction.

18 Witness my signature this the 27th day of
September

19 2016.

20

21

22

23

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

24

25

N.J. SOROE, CSR #1297

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: October 18, 2016

Re: Ordinance - amendment to Section II. General Regulations (F) Central business districts, of the Gulfport Comprehensive Zoning Ordinance to amend the definition of Central Business District - Case 1610PC132.

The City of Gulfport requests an amendment to Section II. General Regulations (F) Central business districts, of the Gulfport Comprehensive Zoning Ordinance to amend the definition of Central Business District.

Packet Contents:

1. Cover Sheet
2. CC Transmittal
3. Staff Report
4. Application

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: October 7, 2016

Re: Zoning Text Amendment – 1610PC132

Subject: The City of Gulfport requests an amendment to Section II. General Regulations (F) Central business districts, of the Gulfport Comprehensive Zoning Ordinance to amend the definition of Central Business District.

Planning Staff recommendation: To approve the text amendment

Planning Commission recommendation: On September 22, 2016, the Gulfport City Planning Commission recommended Approval of the above described text amendment.

Motion: Adolph

Second: Sellers

KEITH WILLIAMS - Chairman
CHARLIE HEWES - left meeting early
JOHN ANTHONY - yea
WM. PRINCE JONES - left meeting early
MARTY WARREN - yea
B. J. SELLERS - yea
VIRGINIA ADOLPH - yea
EVERETTE LAD LADNER - yea
MICHAEL DANIELS - yea

COLETTE TOWLES - absent
DOUG HANCOCK - absent

Action: Approve the text amendment

Speaking for the Petition: Greg Holmes

Speaking against the Petition: None

Please place the attached item on the Council agenda for October 18, 2016.

STAFF REPORT (Zoning Text Amendment)

GENERAL INFORMATION

Case File Number: 1610PC132

Hearing Date: September 22, 2016

Proposal: The City of Gulfport requests an amendment to Section II General Regulations (F) Central business districts, of the Gulfport Comprehensive Zoning Ordinance to amend the definition of Central Business District.

ANALYSIS

The City of Gulfport requests an amendment to Section II General Regulations (F) Central business districts, of the Gulfport Comprehensive Zoning Ordinance to amend the definition of Central Business District. The purpose of the proposed amendment is to allow increased residential development in the Central Business District.

Existing:

Central business district. The overlay area designed area designated on the official map as the central business district shall be composed of land and structures occupied by or suitable for uses furnishing the wide range of retail goods and services required by residents of the metropolitan area and of the trade area. Located at the convergence of the principal thoroughfares and highways, as well as transit lines, the central business district is the focus of commerce and administrative business activities of the trade area. The overlay district shall be exempt from requirements for building site area, building site coverage, and yard requirements in order to permit the further development of the district for its purpose in a compact and convenient arrangement of uses and structures that is highly urban in character.

Amended to read:

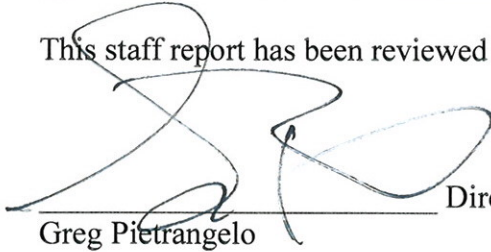
Central business district. The overlay area designed area designated on the official map as the central business district shall be composed of land and structures occupied by or suitable for uses furnishing the wide range of retail goods and services required by residents of the metropolitan area and of the trade area. Located at the convergence of the principal thoroughfares and highways, as well as transit lines, the central business district is the focus of commerce and administrative business activities of the trade area.

1. The overlay district shall be exempt from requirements for building site area, building site coverage, and yard requirements in order to permit the further development of the district for its purpose in a compact and convenient arrangement of uses and structures that is highly urban in character.

2. A parcel with a commercial use in the overlay district shall be allowed an accessory one-family dwelling unit, and multi-family housing by right as long as they are able to meet the parking requirements on the subject site, if not a parking plan must be submitted before approval.

APPROVALS

This staff report has been reviewed and approved by:



Director of Urban Development Department

Greg Pietrangelo



Reviewed by Greg Holmes



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 #: 1610PC132

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

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

To amend the CBD for increased residential development

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

City of Gulfport

Printed Name Of Owner

Mailing Address

Gulfport MS 39502

City State Zip code

Home Phone

Work/Cell Phone

Email

Signature Of Owner

Printed Name Of Agent

Mailing Address

City State Zip code

Home Phone

Work/Cell Phone

Email

Signature Of Agent

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



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

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 the _____ day of _____, 2016.

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, AS AMENDED, SECTION I DEFINITIONS (B) WORDS AND PHRASES AND SECTION V (A) POLICY ON PLANNED BUILDING GROUPS (1) PURPOSE OF PROVISIONS.

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 text of the Comprehensive Zoning Ordinance, to add text amendments to the existing Comprehensive Zoning Ordinance. The case file number is 1610PC132.

On Page 1500 in Appendix A – Zoning, Section II. General Regulations, (B) Central business district, should be amended to allow for a variety of residential developments.

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, as amended, be and the same is hereby amended to read under Section II General Regulations (F) Central business districts, as follows:

EXISTING:

- (F) Central business district. The overlay area designed area designated on the official map as the central business district shall be composed of land and structures occupied by or suitable for uses furnishing the wide range of retail goods and services required by residents of the metropolitan area and of the trade area. Located at the convergence of the principal thoroughfares and highways, as well as transit lines, the central business district is the focus of commerce and administrative business activities of the trade area. The overlay district shall be exempt from requirements for building site area, building site coverage, and yard requirements in order to permit the further development of the district for its purpose in a compact and convenient arrangement of uses and structures that is highly urban in character.

PROPOSED:

- (F) Central business district. The overlay area designed area designated on the official map as the central business district shall be composed of land and structures occupied by or suitable for uses furnishing the wide range of retail goods and services required by residents of the metropolitan area and of the trade area. Located at the convergence of the principal thoroughfares and highways, as well as transit lines, the central business district is the focus of commerce and administrative business activities of the trade area.
 - 1. The overlay district shall be exempt from requirements for building site area, building site coverage, and yard requirements in order to permit the further development of the district for its purpose in a compact and convenient arrangement of uses and structures that is highly urban in character.
 - 2. A parcel with a commercial use in the overlay district shall be allowed an accessory one-family dwelling unit, and multi-family housing by right as long as they are able to meet the parking requirements on the subject site, if not a parking plan must be submitted before approval.

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

1. CITY OF GULFPORT PLANNING COMMISSION

2

3 1610PC132

4

5 TRANSCRIPT OF HEARING

6 September 22, 2016

7 *****

PLANNING

8 TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT

9 COMMISSION HELD IN THE CITY COUNCIL CHAMBERS, GULFPORT,

AT

10 MISSISSIPPI, ON THE 22ND DAY OF SEPTEMBER 2016 COMMENCING

11 4:30 P.M. AND REPORTED BY

12 NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

13 *****

14

COMMISSION MEMBERS PRESENT:

15

16 KEITH WILLIAMS, President
17 CHARLIE HEWES (not present)
18 JOHN ANTHONY
19 WILLIAM "PRINCE" JONES (not present)
20 MARTY WARREN
B.J. SELLERS
VIRGINIA ADOLPH
EVERETTE "LAD" LADNER
MICHAEL DANIELS

21 STAFF PRESENT:

22 GREG PIETRANGELO
23 GREG HOLMES
CORY LONG
MATILDA WELCH

24

25

N.J. SOROE, CSR #1297

1. 18. Zoning Text Amendment Case 1610PC132
2. MR. LONG: Zoning text amendment, Case
3. 1610PC132. The City of Gulfport requests an amendment to
4. Section II, General Regulations (F) Central business districts
5. of the Gulfport Comprehensive Zoning Ordinance to amend the
6. definition of Central Business District.
7. MR. WILLIAMS: All right. Greg, what do we
8. have?
9. MR. HOLMES: Basically what's going on is you
10. guys are aware a lot of things are happening downtown, you
11. know, with Fishbone Alley, the aquarium coming possibly in a
12. couple of years.
13. The big thing with this is we want to encourage
14. people to build residential units downtown. That's the big
15. push now from urban development department, you know, we want
16. to get people living downtown. So this is basically to make
17. that easier for people to live downtown, have housing units.
18. MR. WILLIAMS: I take it all the commissioners
19. are in agreement with that. That will be kind of the next step
20. for us, and hopefully we can have more of that downtown.
21. So any questions or comments for Mr. Holmes?
22. All right. It's a city recommendation. So can

23. I get a motion?

24. MS. ADOLPH: Mr. Chairman, I move that we

25. approve Case File Number 1610PC132 as submitted by the City
of

N.J. SOROE, CSR #1297

1. Gulfport.
2. MR. WILLIAMS: Do I have a second?
3. MR. SELLERS: Second.
4. MR. WILLIAMS: Any further discussion? All
5. those in favor signify by saying aye.
6. (Unanimous vote.)
7. (Absent: Hewes, Jones.)
8. MR. WILLIAMS: Any opposed? All right.

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

N.J. SOROE, CSR #1297

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2

3 1610PC132

4

5

6

COURT REPORTER'S CERTIFICATE

7

8 I, Norma Jean Ladner Soroe, Certified Shorthand

9 Reporter, do hereby certify that to the best of my skill
and

10 ability I have reported the hearing held before the City of
11 Gulfport Planning Commission and that the foregoing 4 pages
12 constitute a true and correct transcription of said hearing
13 held on the 22nd day of September 2016.

14 I do further certify that my certificate annexed
15 hereto applies only to the original and certified
transcript.

16 The undersigned assumes no responsibility for the accuracy
of

17 any reproduced copies not made under my control and
direction.

18 Witness my signature this the 29th day of
September

19 2016.

20

21

22

23

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

24

25

N.J. SOROE, CSR #1297

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: October 18, 2016

Re: Ordinance - amendment to Section I (B) Definitions, of the Gulfport Comprehensive Zoning Ordinance to amend to the definition of dwelling, multiple-family and an amendment to Section V (A) Policy on planned building groups, of the Gulfport Comprehensive Zoning Ordinance (1) Purpose of provisions - Case 1605PC065.

The City of Gulfport requests an amendment to Section I (B) Definitions, of the Gulfport Comprehensive Zoning Ordinance to amend to the definition of dwelling, multiple-family and an amendment to Section V (A) Policy on planned building groups, of the Gulfport Comprehensive Zoning Ordinance (1) Purpose of provisions.

Packet Contents:

1. Cover Sheet
2. CC Transmittal
3. Staff Report
4. Packet

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: October 7, 2016

Re: Zoning Text Amendment – 1605PC065

Subject: The City of Gulfport requests an amendment to Section I (B) Definitions, of the Gulfport Comprehensive Zoning Ordinance to amend to the definition of dwelling, multiple-family and an amendment to Section V (A) Policy on planned building groups, of the Gulfport Comprehensive Zoning Ordinance (1) Purpose of provisions.

Planning Staff recommendation: To approve the text amendment

Planning Commission recommendation: On September 22, 2016, the Gulfport City Planning Commission recommended Approval of the above described text amendment.

Motion: Anthony

Second: Sellers

KEITH WILLIAMS - Chairman

CHARLIE HEWES - yea

JOHN ANTHONY - yea

WM. PRINCE JONES - yea

MARTY WARREN - yea

B. J. SELLERS - yea

VIRGINIA ADOLPH - yea

EVERETTE LAD LADNER - yea

MICHAEL DANIELS - yea

COLETTE TOWLES - absent

DOUG HANCOCK - absent

Action: Approve the text amendment (8-0)

Speaking for the Petition: Greg Holmes; Dax Alexander

Speaking against the Petition: None

Please place the attached item on the Council agenda for October 18, 2016.

STAFF REPORT (Zoning Text Amendment)

GENERAL INFORMATION

Case File Number: 1605PC065

Hearing Date: September 22, 2016

Proposal: The City of Gulfport requests an amendment to Section I (B) Definitions, of the Gulfport Comprehensive Zoning Ordinance to amend to the definition of dwelling, multiple-family and an amendment to Section V (A) Policy on planned building groups, of the Gulfport Comprehensive Zoning Ordinance (1) Purpose of provisions..

ANALYSIS

The City of Gulfport requests an amendment to Section I (B) Definitions, of the Gulfport Comprehensive Zoning Ordinance to amend to the definition of dwelling, multiple-family and an amendment to Section V (A) Policy on planned building groups, of the Gulfport Comprehensive Zoning Ordinance (1) Purpose of provisions. The purpose of the proposed amendment is to allow more options for development in a Planned Building Group.

Existing definition of dwelling, multiple family:

Dwelling, multiple-family: A residential building designed for or occupied by more than two (2) families, with the number of families in residence not exceeding the number of dwelling units provided.

Existing policy on Planned Building Groups:

(A) Policy on planned building groups.

(1) Purpose of provisions. Under the regulations prescribed by this appendix for the various districts, a separate site is required for each structure other than an accessory structure. For the purpose of allowing and encouraging greater variety of design and flexibility of location for buildings comprising a planned group and occupying an area of two (2) or more acres for multiple-family, industrial, or commercial developments, or an area of fifteen (15) or more acres for a duplex development when combined with multiple-family and/or commercial developments, the provisions of this section waive the requirement for a separate building site for each building and permit two (2) or more buildings to be erected and maintained on the same building site where the planning administrator finds that certain conditions hereinafter set forth are met. Examples of such building groups that might be erected under the provisions of this section are multiple-family dwelling projects, shopping centers and senior living facilities. This section is not applicable to one-family, townhomes, or zero lot line developments.

Amended definition of dwelling, multiple family:

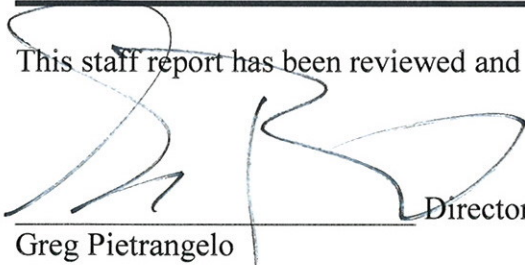
Dwelling, multiple-family / condominium: A residential building designed for or occupied by more than two (2) families, with the number of families in residence not exceeding the number of dwelling units provided, **with the exception of condominiums development on sites greater than 20 acres, in which there can be a collections of individual units and common areas, where the maintenance and other services are provided by a homeowner's association.**

Amended policy on Planned Building Groups to read:

Purpose of provisions. Under the regulations prescribed by this appendix for the various districts, a separate site is required for each structure other than an accessory structure. For the purpose of allowing and encouraging greater variety of design and flexibility of location for buildings comprising a planned group and occupying an area of two (2) or more acres for multiple-family, **condominiums**, industrial, or commercial developments, or an area of fifteen (15) or more acres for a duplex development when combined with multiple-family and/or commercial developments, the provisions of this section waive the requirement for a separate building site for each building and permit two (2) or more buildings to be erected and maintained on the same building site where the planning administrator finds that certain conditions hereinafter set forth are met. Examples of such building groups that might be erected under the provisions of this section are multiple-family dwelling projects, shopping centers and senior living facilities. This section is not applicable to one-family, townhomes, or zero lot line developments.

APPROVALS

This staff report has been reviewed and approved by:



Director of Urban Development Department

Greg Pietrangelo





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 #: 1605PC065

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

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

Amend Planned Building Groups

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

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature Of Owner

Printed Name Of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature Of Agent

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



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

Existing

Sec. V. - Planned building groups.

(A)

Policy on planned building groups.

(1)

Purpose of provisions. Under the regulations prescribed by this appendix for the various districts, a separate site is required for each structure other than an accessory structure. For the purpose of allowing and encouraging greater variety of design and flexibility of location for buildings comprising a planned group and occupying an area of two (2) or more acres for multiple-family, industrial, or commercial developments, or an area of fifteen (15) or more acres for a duplex development when combined with multiple-family and/or commercial developments, the provisions of this section waive the requirement for a separate building site for each building and permit two (2) or more buildings to be erected and maintained on the same building site where the planning administrator finds that certain conditions hereinafter set forth are met. Examples of such building groups that might be erected under the provisions of this section are multiple-family dwelling projects, shopping centers and senior living facilities. This section is not applicable to one-family, townhomes, or zero lot line developments.

Existing

Dwelling, multiple-family: A residential building designed for or occupied by more than two (2) families, with the number of families in residence not exceeding the number of dwelling units provided.

Proposed

Purpose of provisions. Under the regulations prescribed by this appendix for the various districts, a separate site is required for each structure other than an accessory structure. For the purpose of allowing and encouraging greater variety of design and flexibility of location for buildings comprising a planned group and occupying an area of two (2) or more acres for multiple-family, **condominiums**, industrial, or commercial developments, or an area of fifteen (15) or more acres for a duplex development when combined with multiple-family and/or commercial developments, the provisions of this section waive the requirement for a separate building site for each building and permit two (2) or more buildings to be erected and maintained on the same building site where the planning administrator finds that certain conditions hereinafter set forth are met. Examples of such building groups that might be erected under the provisions of this section are multiple-family dwelling projects, shopping centers and senior living facilities. This section is not applicable to one-family, townhomes, or zero lot line developments.

Proposed

*Dwelling, multiple-family / **condominium**:* A residential building designed for or occupied by more than two (2) families, with the number of families in residence not exceeding the number of dwelling units provided, **with the exception of condominiums development on sites greater than 20 acres, in which cases there can be a collection of individual homes and common areas, where the maintenance and other services are provided by a homeowner's association.**

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 the _____ day of _____, 2016.

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, AS AMENDED, SECTION I DEFINITIONS (B) WORDS AND PHRASES AND SECTION V (A) POLICY ON PLANNED BUILDING GROUPS (1) PURPOSE OF PROVISIONS.

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 text of the Comprehensive Zoning Ordinance, to add text amendments to the existing Comprehensive Zoning Ordinance. The case file number is 1605PC065.

On Page 1491 in Appendix A – Zoning, Section I. Definitions, (B) Words and Phrases, should be amended for Dwelling, multiple-family to define condominium.

And, on page 1556 in Appendix A – Zoning, Section V. Planned building groups. (A) Policy on planned building groups., under (1) Purpose of provisions, should be amended to include requirements regarding condominiums.

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, as amended, be and the same is hereby amended to read as follows under Section I. Definitions. (B) Words and phrases amending the definition for Dwelling, multiple-family:

EXISTING:

Dwelling, multiple-family: A residential building designed for or occupied by more than two (2) families, with the number of families in residence not exceeding the number of dwelling units provided.

PROPOSED:

Dwelling, multiple-family / condominium: A residential building designed for or occupied by more than two (2) families, with the number of families in residence not exceeding the number of dwelling units provided, with the exception of condominiums development on sites greater than 20 acres, in which there can be a collections of individual units and common areas, where the maintenance and other services are provided by a homeowner's association.

SECTION 2: That the Official text of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to read as follows under Section V. Planned building groups. (A) Policy on planned building groups. (1) Purpose of provisions:

EXISTING:

(1) Purpose of provisions. Under the regulations prescribed by this appendix for the various districts, a separate site is required for each structure other than an accessory structure. For the purpose of allowing and encouraging greater variety of design and flexibility of location for buildings comprising a planned group and occupying an area of two (2) or more acres for multiple-family, industrial, or commercial developments, or an area of fifteen (15) or more acres for a duplex development when combined with multiple-family and/or commercial developments, the provisions of this section waive the requirement for a separate building site for each building and permit two (2) or more buildings to be erected and maintained on the same building site where the planning administrator finds that certain conditions hereinafter set forth are met. Examples of such building groups that might be erected under the provisions of this section are multiple-family dwelling projects, shopping

BILLY HEWES, Mayor

1. CITY OF GULFPORT PLANNING COMMISSION

2

3 1605PC065

4

5 TRANSCRIPT OF HEARING

6 September 22, 2016

7 *****

PLANNING

8 TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT

9 COMMISSION HELD IN THE CITY COUNCIL CHAMBERS, GULFPORT,

AT

10 MISSISSIPPI, ON THE 22ND DAY OF SEPTEMBER 2016 COMMENCING

11 4:30 P.M. AND REPORTED BY

12 NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

13 *****

14

COMMISSION MEMBERS PRESENT:

15

KEITH WILLIAMS, President

16

CHARLIE HEWES

17

JOHN ANTHONY

18

WILLIAM "PRINCE" JONES

19

MARTY WARREN

20

B.J. SELLERS

21

VIRGINIA ADOLPH

22

EVERETTE "LAD" LADNER

23

MICHAEL DANIELS

24

25 STAFF PRESENT:

26

GREG PIETRANGELO

27

GREG HOLMES

28

CORY LONG

29

MATILDA WELCH

24

25

N.J. SOROE, CSR #1297

1. 2. Zoning Text Amendment Case 1605PC065
2. MR. LONG: Zoning text amendment, Case
3. 1605PC065. The City of Gulfport requests an amendment to
4. Section I(B) Definitions of the Gulfport Comprehensive Zoning
5. Ordinance to amend to the definition of dwelling, multiple
6. family, and an amendment to Section V(A) Policy on planned
7. building groups of the Gulfport Comprehensive Zoning Ordinance
8. (1) purpose of provisions.
9. MR. WILLIAMS: Thank you.
10. Mr. Holmes, you're going to do this for us?
11. MR. HOLMES: Yes, sir. What you have before you
12. is basically we never had the term or definition condominium in
13. our ordinance even though we do have condominiums in the city.
14. And our zoning ordinance is a living document,
15. so we do the best we can to stay current and stay, you know,
16. ahead of changes that are happening in other states.
17. So what you see is just us adding that term
18. condominium to a definition of multifamily dwelling and also
19. putting it into our planned building group where you have a
20. variety of different types of developments, you know, using
21. condominiums.
22. MR. WILLIAMS: All right. Any questions of the

23. commissioners?

24. Thank you, sir. Appreciate it.

25. All right. Do we have anybody here that wants

N.J. SOROE, CSR #1297

1. to talk on this? Anybody here to speak for it?
2. MR. ALEXANDER: Dax Alexander, 401 Cowan Road in
3. Gulfport.
4. And just very briefly, from what I understand
5. about this proposed amendment change, it allows some
6. flexibility that I think is much needed for Gulfport. It
will
7. put you consistent with some other communities along the
Gulf
8. South, not just Mississippi but other states and some
9. progressive communities.
10. And so I'm much in favor of it, and I appreciate
11. the staff's work and your consideration.
12. Thank you.
13. MR. WILLIAMS: Thank you.
14. Anyone else here to speak for the request?
15. Anyone to speak against this request?
16. Can we get staff's recommendation, please?
17. Obviously it's approve since it's a city
18. amendment, so poor Cory is looking for a recommendation
that's
19. not there.
20. I'll ask the commissioners if I can get a motion
21. on this either to accept and approve or deny.
22. MR. ANTHONY: I move that we accept the zoning
23. text amendment on Case File Number 1605PC065.

24. MR. WILLIAMS: Is there a second?

25. MR. JONES: Second.

N.J. SOROE, CSR #1297

1. MR. SELLERS: Second.
2. MR. WILLIAMS: Motion and a second. Any further
3. discussion by the commissioners?
4. If not, all those in favor signify by saying
5. aye.
6. (Unanimous vote.)
7. MR. WILLIAMS: Any opposed? It's been passed.
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25

N.J. SOROE, CSR #1297

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2

3 1605PC065

4

5

6

COURT REPORTER'S CERTIFICATE

7

8 I, Norma Jean Ladner Soroe, Certified Shorthand

9 Reporter, do hereby certify that to the best of my skill
and

10 ability I have reported the hearing held before the City of
11 Gulfport Planning Commission and that the foregoing 4 pages
12 constitute a true and correct transcription of said hearing
13 held on the 22nd day of September 2016.

14 I do further certify that my certificate annexed
15 hereto applies only to the original and certified
transcript.

16 The undersigned assumes no responsibility for the accuracy
of

17 any reproduced copies not made under my control and
direction.

18 Witness my signature this the 26th day of
September

19 2016.

20

21

22

23

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

24

25

N.J. SOROE, CSR #1297



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Police

Date: 10/13/2016

Subject: Ordinance - providing for the salary of compensation for certain employees/positions of the City of Gulfport and for related purposes.

Recommendation:

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Leonard Papania

Date: October 6, 2016

Re: Request for Salary Increases

The Gulfport Police Department is requesting permission to increase the pay for four (4) police auto mechanic/electronic shop technician positions to make the pay equal with the mechanic positions for the City of Gulfport. This change will increase their salary from **\$34,978.32** to **\$37,108.57** per year. This changes the step and grade for these positions from 109/4 to 109/6.

The Gulfport Police Department is requesting that Captain Chris Ryle be promoted to Commander as of October 18, 2016. This change will increase his pay from **\$56,485.26** to **\$64,708.02** and his step and grade from 304/1 to 405/2.

Both of these changes are requested to be effective as of October 18, 2016. These changes were submitted in the 2017 budget proposal and are fully funded. Your consideration for both increases will be greatly appreciated.

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 Ordinance:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION FOR CERTAIN EMPLOYEES/POSITIONS OF THE CITY OF GULFPORT, MISSISSIPPI, AND FOR RELATED PURPOSES

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

WHEREAS, the base salary of compensation for four (4) police auto mechanic/electronic shop technician positions shall be \$37,108.57; and

WHEREAS, the base salary of compensation for Commander Chris Ryle shall be \$64,708.02.

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

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

SECTION 2. That the salaries of compensation for four (4) police auto mechanic/electronic shop technician positions shall be \$37,208.57 and the salary of compensation for Commander Chris Ryle shall be \$64,708.02.

SECTION 3. This ordinance shall be in full force and effect thirty (30) days after the date of passage, except where it should pass unanimously in which case, for the safety and

benefit of the City, it shall go into effect immediately. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT/ABSTAIN

WHEREUPON, the President declared the motion carried and the Ordinance 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: Kris Riemann, Director
Engineering

Date: 08/24/2016

Subject: Resolution - approving Public Trust Tidelands Lease with the State of Mississippi for Water System Connection across Bernard Bayou and authorizing the Mayor to execute the same.

Recommendation:

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing
CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Linda Elias Wilson, Finance
Wayne Miller, P.E., Public Works
From: Kris Riemann, P.E. 
Date: 8/24/16
Re: **Recommendation to Approve Tidelands Lease**
- Water System Connection Across Bernard Bayou

Attached for your consideration is the Secretary of State Tidelands Lease for the above referenced project. This lease is at NO cost to the city and shall be for a 40-year duration and is required for the project.

The project consists of furnishing materials, labor, and equipment for certain renovations, modifications and upgrades to the existing City of Gulfport water system across Bernard Bayou. This work includes the installation of 370 linear feet of 8" water main (PVC and ductile iron), 955 linear feet of 10" HDPE water main installed via horizontal directional drilling, and other miscellaneous improvements and restoration related thereto.

The project is funded 100% by the 2014 Bond Issue. The firm of A. Garner Russell & Associates has completed the Engineering design and will oversee the inspection.

I recommend approval. Please place this item on the September 6, 2016 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments: 1. David Ball, P.E., Letter dated 8/10/16
2. Lease



A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS

520 33RD STREET
GULFPORT, MS 39507

TEL (228) 863-0667
FAX (228) 863-5232

RECEIVED
8/10

August 10, 2016

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

**RE: Water System Connection Across Bernard Bayou
Tidelands Lease**

Dear Mr. Riemann:

Please find enclosed Secretary of State Tidelands Lease for the above referenced project. Please execute said Lease and return to our office for further handling.

Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

David Ball, P.E.

DB:2012
Enclosure

DO NOT WRITE ABOVE THIS SPACE	
Document Prepared by Office of the Secretary of State Margaret Anne Bretz Public Lands Attorney Post Office Box 97 Gulfport, MS 39502 (228) 864-0254 g Not a Mississippi Attorney x Mississippi Attorney Bar No. <u>4415</u>	Return Original Document to Office of the Secretary of State Post Office Box 97 Gulfport, MS 39502 (228) 864-0254 <i>If left blank, original document will be returned to document preparer.</i>
PUBLIC TRUST TIDELANDS LEASE CITY OF GULFPORT, MISSISSIPPI (Bayou Bernard Water Main, Rivers Bend Drive and Shoreline Lane)	
Lessor State of Mississippi c/o Secretary of State Public Lands Division Post Office Box 136 Jackson, Mississippi 39205-0136 (601) 359-5156	Lessee City of Gulfport, Mississippi 4050 Hewes Avenue Gulfport, Mississippi 39507 (228) 868-5740
Indexing Instructions Section 25, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi	
This document contains <u>18</u> pages with the cover page(s) included as an integral part of the document. If there is not enough space for all required information on this page, continue to the next page.	

PUBLIC TRUST TIDELANDS LEASE
CITY OF GULFPORT, MISSISSIPPI
(Bayou Bernard Water Main, Rivers Bend Drive, and Shoreline Lane)

THIS AGREEMENT, made and entered into this the _____ day of _____, 2016, by and between the

THE STATE OF MISSISSIPPI
Secretary of State
Public Lands Division
Post Office Box 136
Jackson, Mississippi 39205-0136
Telephone: (601) 359-5156

By the Secretary of State, with approval of the GOVERNOR, (“LESSOR”)

AND

CITY OF GULFPORT, MISSISSIPPI (“LESSEE”)
4050 Hewes Avenue
Gulfport, Mississippi 39507
(228) 868-5740

WITNESSETH:

IN CONSIDERATION of the covenants, conditions, and obligations herein provided and to be observed and performed by LESSEE, LESSOR does hereby lease and rent unto LESSEE, pursuant to the authority of MISS. CODE ANN. §29-1-107 (Supp. 2015), the following described submerged land or tideland, hereinafter referred to as LEASE PREMISES, to-wit:

That portion of the following described property that is below the mean high tide line of Bayou Bernard. The described property being a 3,000 square foot tract, more or less, of submerged land situated between Rivers Bend Drive and Shoreline Lane, and which supports 300 linear feet of submerged eight inch water main located within Section 25 Township 7 South Range 11 West, First Judicial District, Harrison County, Mississippi, as depicted on the attached Exhibit 1. (A drawing and/or site plan provided by the LESSEE and prepared by Garner Russell and Associates is attached hereto as Exhibit 1 and is incorporated as a part of this LEASE.)

1. TERM.

1.1 The primary term of this lease shall be for forty (40) years, beginning on the 1st day of August, 2016, and terminating on the 31st day of July, 2056.

1.2 If at the expiration of the primary term, LESSEE has faithfully complied with all terms, covenants, conditions, and obligations of this lease, then LESSEE shall have the option to extend this lease for an additional twenty-five (25) years subject to such terms and provisions as may then be agreed upon by LESSOR and LESSEE.

1.3 If at the expiration of the secondary term, LESSEE has faithfully complied with all terms, covenants, conditions and obligations of the LEASE as renewed, then LESSEE shall have the prior right, exclusive of all other persons to re-lease LEASE PREMISES subject to such terms and provisions as may then be agreed upon by LESSOR and LESSEE.

1.4 It is expressly agreed and understood that during the secondary term of this LEASE and during the term of any future leases entered pursuant to Paragraph 1.3, LESSEE shall fully comply with all laws of the State of Mississippi governing the leasing of submerged lands and tidelands in effect at the time of renewal or re-leasing.

2. USE OF LEASE PREMISES

2.1 It is specifically agreed that LESSEE will use LEASE PREMISES only for installation of a potable water line in order to provide a public utility service to residents of the City of Gulfport, an activity which serves a higher public purpose of promoting public access to and public use of public trust tidelands. It is expressly agreed that any other activity shall be excluded from any use of LEASE PREMISES.

2.2 If LESSEE fails to make use of the property for the USE defined in Paragraph 2.1, above, for a period of ninety (90) consecutive days, then this lease may be terminated or canceled by LESSOR upon thirty (30) days notice.

3. CONSIDERATION.

3.1 The parties hereto agree that LEASE PREMISES contains approximately 3,000 square feet, more or less, of submerged lands or tidelands. Because LEASE PREMISES shall be used for a public project of a governmental entity which serves a higher public purpose of protecting public trust tidelands and submerged lands in their natural state, LEASE PREMISES shall be exempt from any use or rental fees pursuant to MISS. CODE ANN. §29-15-13 (Supp. 2015).

4. TAXES, SURVEY COSTS, RECORDING FEES.

4.1 LESSEE covenants and agrees to pay any and all general taxes and special assessments, if ever any there be, applicable to the above described property and LESSEE'S interest therein and improvements thereon; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this LEASE or any other fees directly incurred by the LESSOR in administering or enforcing this LEASE or so determined by applicable law.

5. TRANSFERABILITY OF LEASE.

5.1 LESSEE shall NOT sublease, assign, or transfer LEASE PREMISES without the prior written permission of the SECRETARY OF STATE or his successor.

6. PUBLIC ACCESS ASSURED.

6.1 LESSEE covenants to maintain free public access to LEASE PREMISES during the term of the lease.

7. DEFAULT.

7.1 The parties herein expressly agree that in the event of any default under this LEASE which can be cured solely by the payment of a liquidated sum or money including but not limited to the payment of any tax, assessment or rent due under this LEASE, then it shall be lawful for LESSOR, either with or without process of law, to enter and repossess LEASE PREMISES and to possess the entirety of the buildings and or structures located in whole or in part on LEASE PREMISES as well as the personal property located therein if such default is not cured by LESSEE within thirty (30) days after written notice to LESSEE, and to distrain for any rent assessment or other sum due under this LEASE at the sole election of LESSOR. LESSEE grants and assigns to LESSOR all such rights as may be necessary to enter and take possession of said buildings, structures, and property. If LESSOR elects the remedy of re-entry and repossession, then LESSEE agrees to peaceably surrender possession of LEASE PREMISES to LESSOR in the manner provided in Paragraphs 22.4 and 22.5. However, nothing herein is to be deemed or construed to mean that LESSOR, in electing one remedy or another available to LESSOR, shall not be permitted to hold LESSEE liable for any unpaid rent, assessment, or other sums due to the time of LESSOR'S re-entry and repossession of LEASE PREMISES. LESSEE shall be liable for the payment of all reasonable attorney fees, expenses, and costs of LESSOR required for the collection of any sums due under this LEASE. For purposes of this LEASE any ad valorem tax or assessment due any county or municipality applicable to LEASE PREMISES not contested in the manner provided by law under Paragraph 4 shall be deemed to be a liquidated sum.

7.2 LESSEE'S default under any provisions of this LEASE which cannot be cured solely by the payment of a liquidated sum of money as provided in Paragraph 7.1, shall result at the option of LESSOR in the cancellation of this LEASE after thirty (30) days written notice of default to LESSEE if such default is not cured by LESSEE within said thirty (30) day period. However, the period of time for curing any such default may be extended for a reasonable period not to exceed one hundred and eighty (180) days from date of notice of default if (a) there is a reasonable probability that such default can be cured within a reasonable time, (b) LESSEE continuously persists in a diligent, good faith effort to cure such default, and (c) during aforesaid thirty (30) day period, LESSEE undertook and maintained a diligent, good faith effort to cure such default and the failure to cure such default was not the fault of LESSEE. Any further extension of time beyond one hundred and eighty (180) days shall only be granted upon mutual written agreement of LESSOR and LESSEE. LESSEE shall be liable for the payment of all reasonable attorney fees, expenses, and costs of LESSOR incurred in the enforcement of this Paragraph 7.2.

7.3 As to all other conditions, covenants, and obligations imposed on LESSEE under this LEASE not subject to Paragraph 7.1 or 7.2, enforcement shall be by proceeding at law or in equity to restrain violation and to recover damages, if any, and including reasonable expenses of litigation and reasonable attorney fees as may be awarded by the court. Such enforcement by proceedings at law or in equity may be instituted after thirty (30) days written notice to LESSEE if the default or violation has not been cured within that thirty (30) day period. However, the period of time for curing any such default may be extended for a reasonable period not to exceed one hundred and eighty (180) days from date of notice of default if (a) there is a reasonable probability that such default can be cured within a reasonable time, (b) LESSEE continuously persists in a diligent good faith effort to cure such default, and (c) during aforesaid thirty (30) day period, LESSEE undertook and maintained a diligent, good faith effort to cure such default and the failure to cure such default was not the fault of LESSEE. Any further extension of time of more than one hundred and eighty (180) days shall only be granted upon mutual written agreement of LESSOR and LESSEE.

7.4 In any action for unlawful detainer commenced by LESSOR against LESSEE by reason of any default hereunder, the reasonable rental value of LEASE PREMISES for the period of the unlawful detainer shall be deemed to be the amount of rent, additional rent and other charges or payments to be made by LESSEE under this LEASE for such period, unless LESSEE shall prove the contrary by competent evidence.

8. IMPROVEMENTS AND MAINTENANCE.

8.1 LESSOR acknowledges that the improvements which exist on the effective date of this LEASE on LEASE PREMISES are not the property of LESSOR. LESSOR acknowledges that all improvements constructed by LESSEE on LEASE PREMISES as provided in Paragraph 8.2 shall be owned by LESSEE.

8.2 LESSEE covenants to construct, operate, and maintain the improvements on LEASE PREMISES shown on the Site Plan attached hereto as Exhibit 1 and incorporated as a part of this LEASE. No alteration or addition to the improvements shown in said Site Plan shall be constructed, placed or assembled and maintained on LEASE PREMISES until LESSOR has first approved in writing such alteration or addition. LESSOR and LESSEE will execute an addendum to this LEASE incorporating any approved changes to the Site Plan. Such modifications must (a) be consistent with USES allowed under this LEASE, (b) not violate any local, state or federal law or regulation, (c) be approved by all necessary permitting authorities, and (d) not be inconsistent with or prohibited by any term or provision of this LEASE.

8.3 LESSEE agrees to provide LESSOR with a complete description of any such improvements, modification, or additions as built.

8.4 All improvements, modifications, or additions to improvements on LEASE PREMISES shall be constructed in a workmanlike manner and shall be operated and maintained at LESSEE'S expense. LESSEE shall maintain LEASE PREMISES and all improvements thereon in a good state of repair and in a clean, orderly, and attractive condition with due regard to public health and safety.

8.5 LESSEE shall diligently prosecute construction of improvements to completion, to the end that such improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.

9. COMPLIANCE WITH APPLICABLE LAWS AND RESTRICTIONS ON USE.

9.1 LESSEE shall comply with any and all applicable federal, state, county or city laws, statutes, regulations, building codes, building requirements, safety or conservation regulations, fire codes, ordinances, environmental and health laws and regulations, zoning regulations and permits (collectively "RESTRICTIONS"). If LESSEE is charged with a violation of such RESTRICTIONS and the violations complained of do not pose an immediate threat to the public health or safety or damage to or destruction or waste of LEASE PREMISES, then LESSEE shall have the right to contest a complaint of violation of such RESTRICTIONS in the manner provided by law, without such contest constituting a default under this LEASE. However, nothing herein shall be deemed or construed to prohibit or limit LESSOR'S right to take any action available in equity or law to protect LEASE PREMISES and adjoining State property from damage, waste, or destruction.

9.2 LESSEE shall, to the extent allowed by law, indemnify and hold harmless LESSOR from any liability, claims or damages arising as a result of a breach of the covenants of Paragraph 9.1 and from all costs, expenses and charges arising therefrom including, without limitation, attorney fees and court costs incurred by LESSOR in connection therewith, which indemnity shall survive the expiration or termination of this LEASE.

9.3 Unless expressly approved by LESSOR, which approval may be withheld by LESSOR in its sole discretion, LESSEE shall not change or attempt any change in zoning, or obtain or apply for a conditional use permit, zoning variance or exception or other similar approval with respect to the use or development of the LEASE PREMISES not expressly allowed under Paragraph 2; and shall not use, develop or attempt to use or develop the LEASE PREMISES or any portion thereof not expressly allowed under Paragraph 2.

9.4 LESSEE shall not under the terms of this LEASE construct any building, structure, or pier of any type on State property adjacent to or adjoining LEASE PREMISES.

9.5 LESSEE shall not use LEASE PREMISES in violation of any state or federal regulation pertaining to coastal wetlands, or this lease shall be subject to termination or cancellation by LESSOR upon thirty (30) days written notice to LESSEE.

9.6 LESSEE shall maintain the LEASE PREMISES at LESSEE'S expense and in a clean, orderly, healthful, and attractive condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health and safety, and subject to inspection by LESSOR or his representative at any time.

9.7 It is expressly agreed by and between the parties that LESSEE will not occupy or use, nor permit to be occupied or used, LEASE PREMISES for any activity deemed hazardous or for any unlawful purposes.

10. NO CLAIM OF TITLE OR INTEREST.

10.1 In accepting this LEASE, LESSEE acknowledges and agrees that LESSEE makes no claim of fee simple title ownership or other interest in and to LEASE PREMISES except for those rights and uses as may be claimed by a leaseholder under this LEASE, and LESSEE further acknowledges that the fee simple title to LEASE PREMISES is vested in LESSOR.

10.2 LESSEE further acknowledges and agrees that he is entitled to no rights to adjoining lands, submerged lands, or tidelands as a result of this lease.

11. CATASTROPHIC DESTRUCTION.

11.1 In the event of catastrophic destruction by natural causes of LESSEE'S improvements on the LEASE PREMISES, LESSEE may terminate this LEASE at its option, provided the LEASE PREMISES are surrendered in a condition at least equal to that at the inception of this LEASE.

11.2 LESSOR agrees that it shall interpose no objection should LESSEE decide to rebuild the improvements demolished in such a catastrophe; however, LESSOR reserves the right to terminate the LEASE unless LESSEE notifies LESSOR within one hundred and eighty (180) days after the catastrophic destruction of its intent to rebuild, setting forth the schedule for rebuilding and thereafter, with due diligence on schedule, reconstructs the improvements shown on the Site Plan, or any alterations or modifications thereof all as described and provided for in Paragraph 8.2 of this LEASE, consistent with the USES and terms set forth in this LEASE. The schedule for rebuilding shall not exceed one (1) year and shall provide for the commencement of construction not more than one hundred and eighty (180) days after notice of the intent to rebuild is given.

12. PROTECTION OF LEASE PREMISES.

12.1 LESSEE shall be responsible for any damages that may be caused to LEASE PREMISES by the activities of LESSEE under this lease, and shall exercise due diligence in the protection of LEASE PREMISES against damage or waste from any and all causes.

12.2 LESSEE shall not deposit, or allow to be deposited, any refuse, waste or substances regulated under local, state or federal environmental or health laws on LEASE PREMISES. Nor shall LESSEE make any such deposits on or damage any submerged lands or tidelands or other property belonging to the State of Mississippi adjacent to LEASE PREMISES. Disposition of refuse and waste shall be consistent with local, state and federal environmental and health laws and regulations. Failure to comply with such laws and regulations shall be deemed to be a material breach of this LEASE.

13. INDEMNITY AND HOLD HARMLESS.

13.1 LESSEE agrees, to the extent allowed by law, to hold and save harmless, protect and indemnify LESSOR, the Secretary of State, the Governor and their successors, employees, officers and agents, from and against any and all liability, loss, damages, claims, suits or actions

at law or equity, judgments, penalties (civil or criminal) and costs, including attorney's fees, which may arise or grow out of any injury or death of persons or loss or damage to property (including damages to land, aquatic life and other natural resources) connected with LESSEE'S exercise of any right granted or conferred hereby, or LESSEE'S use, maintenance, operation or condition of the LEASE PREMISES, LESSEE'S improvements thereon, or the activities thereon conducted by LESSEE, whether sustained by LESSEE, his respective agents or employees, or by any other persons, or corporations which seek to hold LESSOR liable.

13.2 In addition to the general indemnity agreement set forth in the immediately preceding paragraph, LESSEE also specifically agrees, to the extent allowed by law, to hold and save harmless, protect and indemnify LESSOR, the Secretary of State, the Governor and their successors, employees, officers and agents, from and against any and all liability, loss, damages, claims, suits or actions at law or equity, judgments, penalties (civil or criminal) and costs, including attorney's fees, which may arise or grow out of LESSOR'S reliance upon LESSEE'S representation that LESSEE has the right to occupy the uplands adjacent to SAID PROPERTY and to exercise littoral rights in connection therewith.

13.3 In executing this Lease, LESSOR is relying on a survey, legal description and/or depiction (Exhibit 1) provided by the LESSEE. LESSEE expressly assumes all liability for the correctness thereof and expressly agrees, to the extent allowed by law, to indemnify and save harmless LESSOR, the Secretary of State, the Governor and their successors, employees, officers and agents, from and against any and all liability, loss, damages (including damages to land, aquatic life and other natural resources), claims, suits or actions at law or equity, judgments, penalties (civil or criminal) and costs, including attorney's fees, arising out of or in any way connected with LESSOR'S reliance on LESSEE's survey, legal description and/or depiction.

14. QUIET AND PEACEFUL POSSESSION.

14.1 LESSEE shall have quiet and peaceful possession of LEASE PREMISES so long as LESSEE is in compliance with the terms and provisions of this LEASE.

15. RIGHT OF ENTRY / INSPECTION RIGHTS.

15.1 LESSOR or its authorized representative shall have the right to enter onto LEASE PREMISES or improvements thereon at any reasonable hour to inspect LEASE PREMISES for purposes of verifying compliance with the terms and provisions of this LEASE.

15.2 LESSEE grants unto LESSOR rights of ingress and egress to LEASE PREMISES in, over, across and through uplands and facilities on uplands owned or controlled by LESSEE, upon reasonable times, for purposes of entering onto and inspecting LEASE PREMISES.

16. LESSOR NOT RESPONSIBLE.

16.1 LESSEE assumes full responsibility for the condition of LEASE PREMISES during the term of this LEASE. LESSOR shall not be liable or responsible for any damages or injuries caused by any vices or defects therein to LESSEE or to any occupant or to anyone in or on LEASE PREMISES who derives his right to be thereon from LESSEE.

17. LIABILITY INSURANCE.

17.1 LESSEE shall secure and maintain throughout the term of the lease a liability insurance policy providing coverage in a commercially reasonable amount to be determined by LESSEE against accidents, death or bodily injury or loss or damage to property occurring on or in connection to LEASE PREMISES, or LESSEE's improvements, or arising out of or associated with any activity of LESSEE on LEASE PREMISES. LESSEE shall annually supply a certificate evidencing said insurance to LESSOR. In the alternative, LESSEE shall secure and maintain throughout the term of the lease a policy of liability coverage from the Mississippi Municipal Liability Plan or any similar group approved pursuant to MISS. CODE ANN. §11-46-1, et seq. (Supp. 2015), providing coverage in the amount legally required against accidents, death, bodily injury or loss or damage to property occurring on or in connection with LEASE PREMISES, or LESSEE'S improvements, or arising out of or associated with any activity of LESSEE on LEASE PREMISES.

18. RESERVATION OF MINERAL RIGHTS.

18.1 LESSEE further covenants and agrees that this lease and interest of LESSEE Shall Not include any mineral, oil or gas, coal, lignite, or other subterranean rights whatsoever.

19. WAIVER NOT A DISCHARGE.

19.1 No failure, or successive failures, on the part of LESSOR to enforce any provisions, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of LESSOR to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

20. NOTICE.

20.1 (a) All notifications required under the terms of this lease shall be made by U.S. mail, return receipt requested, to the parties at the following addresses:

Secretary of State:

Assistant Secretary of State
For Public Lands

(by U. S. Mail)
Post Office Box 136
Jackson, Mississippi 39205-0136

(by Courier)
125 South Congress Street
Jackson, Mississippi 39202

Telephone: (601) 359-5156
Facsimile: (601) 359-1461

City of Gulfport, MS: (by U.S. Mail or Courier)
4050 Hewes Avenue
Gulfport, Mississippi 39507

Telephone: (228) 868-5740

20.1 (b) Notices shall be effective upon receipt by the receiving party. Upon written request, LESSOR and LESSEE agree that they will promptly acknowledge in writing to the other receipt of any notice received pursuant to any provision of this LEASE.

20.2 LESSOR or LESSEE may change the identity of the party designated to receive notices under this LEASE by delivering, in the manner provided in Paragraph 20.1, notification of such change. The notice of change in party designated to receive notice shall clearly state the name, title or office, address for U.S. Mail delivery and address for courier delivery, telephone number and facsimile number of the new party designated to receive notices under this LEASE. Neither LESSOR nor LESSEE shall be entitled to designate, at any one time, more than one party to receive notices under this LEASE. Any such notice of change in the party designated to receive notice under this LEASE shall be effective upon receipt of such notice.

21. LAWS OF MISSISSIPPI TO GOVERN.

21.1 This agreement is to be governed by the laws of the STATE OF MISSISSIPPI, both as to interpretation and performance. Jurisdiction and venue shall be at the election of LESSOR.

22. CANCELLATION OR TERMINATION OF LEASE.

22.1 In the event of the invalidation of any material provision of this LEASE by a final, non-appealable judgment or court order, either LESSOR or LESSEE may cancel this LEASE or LESSOR and LESSEE may renegotiate this LEASE on mutually agreeable terms.

22.2 LESSEE shall be in default if LESSEE should at any time fail to make permitted USES of LEASE PREMISES or abandon LEASE PREMISES for a period of ninety (90) consecutive days, and this LEASE may be canceled by LESSOR after thirty (30) days written notice to LESSEE, provided, LESSOR and LESSEE may, within sixty (60) days from the giving of such notice, negotiate a new lease of LEASE PREMISES on mutually agreeable terms. Any further extension of time under this Paragraph 22.1 shall be granted only upon mutual written agreement of LESSOR and LESSEE.

22.3 If not sooner cancelled or terminated, this LEASE shall terminate at 11:59 P.M. central (standard or daylight savings) time on the last day of the primary term, or if renewed pursuant to Paragraph 1.2, then this LEASE shall terminate at 11:59 P.M. central (standard or daylight savings) time on the last day of the secondary term.

22.4 Immediately upon the cancellation or termination of this LEASE for any reason, LESSOR shall be entitled to take possession of LEASE PREMISES, custom and usage to the contrary notwithstanding, and LESSEE covenants and agrees immediately and peaceably to quit, deliver up and surrender possession of LEASE PREMISES to LESSOR, provided LESSEE shall promptly remove improvements and restore LEASE PREMISES as provided in Paragraph 22.5.

22.5 LESSEE shall have one hundred and eighty (180) days from the date this LEASE is cancelled or terminated for any reason to remove LESSEE'S improvements, structures, and equipment and to restore LEASE PREMISES to a condition at least equal to that at the inception of this LEASE. If LESSEE declines or fails to remove such improvements, structures and equipment or restore LEASE PREMISES within the time provided, then such improvements, structures and equipment will be deemed forfeited by LESSEE, and may be removed and/or sold by LESSOR. Any costs incurred by LESSOR in the removal of such improvements, structures, and equipment or restoring LEASE PREMISES shall be paid for from the proceeds of sale of such improvements, structures, and equipment. If funds derived from the sale of such improvements, structures and equipment are insufficient to pay such costs; LESSEE shall be liable for such deficiency.

22.6 LESSEE shall be liable for the payment of all reasonable attorney fees, expenses, and costs of LESSOR incurred in the enforcement of this Paragraph 22.

23. MISCELLANEOUS.

23.1 As a condition precedent to the exercise of any USE or right granted to LESSEE under this LEASE, LESSEE covenants and binds itself, its successors and its assigns to faithfully and timely comply with all the terms and provisions of this LEASE.

23.2 The remedies set forth in this LEASE are not exclusive, and the election of one remedy by LESSOR shall not be deemed or construed as a waiver of any other remedy available to LESSOR. In addition to the remedies provided in this LEASE, LESSOR shall be entitled to whatever remedies it may have otherwise at law or in equity.

23.3 LESSOR and LESSEE agree that they will execute and deliver, at the request of the other, any and all such documents or other written instruments as may be reasonably necessary or appropriate to carry out and effectuate the intent and purpose of this LEASE and the EXHIBIT attached hereto.

23.4 No amendments or additions to LEASE shall be binding unless in writing and signed by all parties.

23.5 All covenants and agreements herein shall bind and inure to the benefit of the parties hereto and to their successors and assigns.

23.6 This instrument constitutes the entire agreement between LESSOR and LESSEE and supersedes all prior understandings, previous negotiations, and any memoranda or understanding with respect to the subject matter hereof.

23.7 Each individual executing this LEASE on behalf of LESSEE represents and warrants that he is duly authorized to do so on behalf of said City of Gulfport, Mississippi, and that this LEASE is binding upon said City of Gulfport, Mississippi in accordance with its terms. LESSEE shall, at LESSOR'S request, deliver a certified copy of its Board's resolution authorizing said execution.

24. DEFINITIONS.

24.1 LEASE shall mean that lease agreement by and between the State of Mississippi, by the Secretary of State, with the approval of the Governor, and the City of Gulfport, Mississippi, effective August 1, 2016, for certain surface lands, submerged lands or tidelands referred to as LEASE PREMISES.

24.2 LEASE PREMISES shall mean that portion of the following described property that is below the mean high tide line of Bayou Bernard. The described property being a 3,000 square foot tract, more or less, of submerged land situated between Rivers Bend Drive and Shoreline Lane, and which supports 300 linear feet of submerged eight inch water main located within Section 25 Township 7 South Range 11 West, First Judicial District, Harrison County, Mississippi, as depicted on the attached Exhibit 1. (A drawing and/or site plan provided by the LESSEE and prepared by Garner Russell and Associates is attached hereto as Exhibit 1 and is incorporated as a part of this LEASE.)

24.3 LESSEE shall mean the City of Gulfport, Mississippi.

24.4 LESSOR shall mean the State of Mississippi, acting by and through the Secretary of State with the approval of the Governor.

24.5 RESTRICTIONS shall mean any and all federal, state, county, district or city laws, statutes, regulations, building codes, building requirements, safety or conservation regulations, fire codes, ordinances, environmental and health laws and regulations, zoning regulations and permits applicable to LESSEE'S use of and activities on LEASE PREMISES.

24.6 USE shall have the meaning set forth in Paragraph 2.1 herein.

IN WITNESS WHEREOF, this lease is executed by LESSOR and LESSEE, this the _____ day of _____, 2016.

LESSEE:
CITY OF GULFPORT, MISSISSIPPI

BY: _____
Print Name: _____
Office: _____

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this ____ day of _____, 2016, within my jurisdiction the within named _____, personally known to me to be the _____ of the CITY OF GULFPORT, MISSISSIPPI, who acknowledged that he/she executed the above and foregoing LEASE AGREEMENT as the act and deed of said City, on the date and for the purposes therein stated, being first duly authorized to so do.

NOTARY PUBLIC

My Commission Expires:

LESSOR:
STATE OF MISSISSIPPI
C. DELBERT HOSEMAN, JR.
SECRETARY OF STATE

BY: _____
WILLIAM G. CHENEY, JR.
ASSISTANT SECRETARY OF STATE
LANDS

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this ____ day of _____, 2016, within my jurisdiction the within named WILLIAM G. CHENEY, JR, personally known to me to be the ASSISTANT SECRETARY OF STATE - LANDS of the STATE OF MISSISSIPPI, who acknowledged that he executed the above and foregoing LEASE AGREEMENT as the act and deed of said ASSISTANT SECRETARY OF STATE - LANDS for and on behalf of the STATE OF MISSISSIPPI, on the date and for the purposes therein stated, being first duly authorized to so do.

NOTARY PUBLIC

My Commission Expires:

APPROVED BY THE GOVERNOR of the State of Mississippi on the ____ day of _____, 2016.

PHIL BRYANT, GOVERNOR

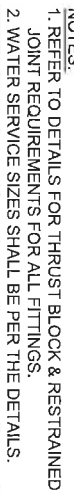
STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, on this ____ day of _____, 2016, within my jurisdiction the within named PHIL BRYANT, personally known to me to be the GOVERNOR of the STATE OF MISSISSIPPI, who acknowledged that he executed the above and foregoing LEASE AGREEMENT as the act and deed of said GOVERNOR for and on behalf of the STATE OF MISSISSIPPI, on the date and for the purposes therein stated, being first duly authorized to so do.

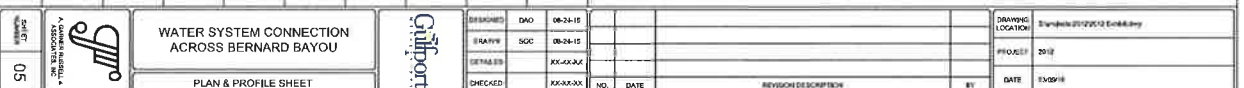
NOTARY PUBLIC

My Commission Expires:

Exhibit "1" - Page 1 of 4



SCALE: 1"=20' HORIZ., 1"=5' VERT.



Public Trust Tidelands Lease Exhibit
 City of Gulfport, Mississippi
 (Bayou Bernard Water Main, Rivers Bend Drive and
 Shoreline Lane)

Exhibit "1" - Page 2 of 4

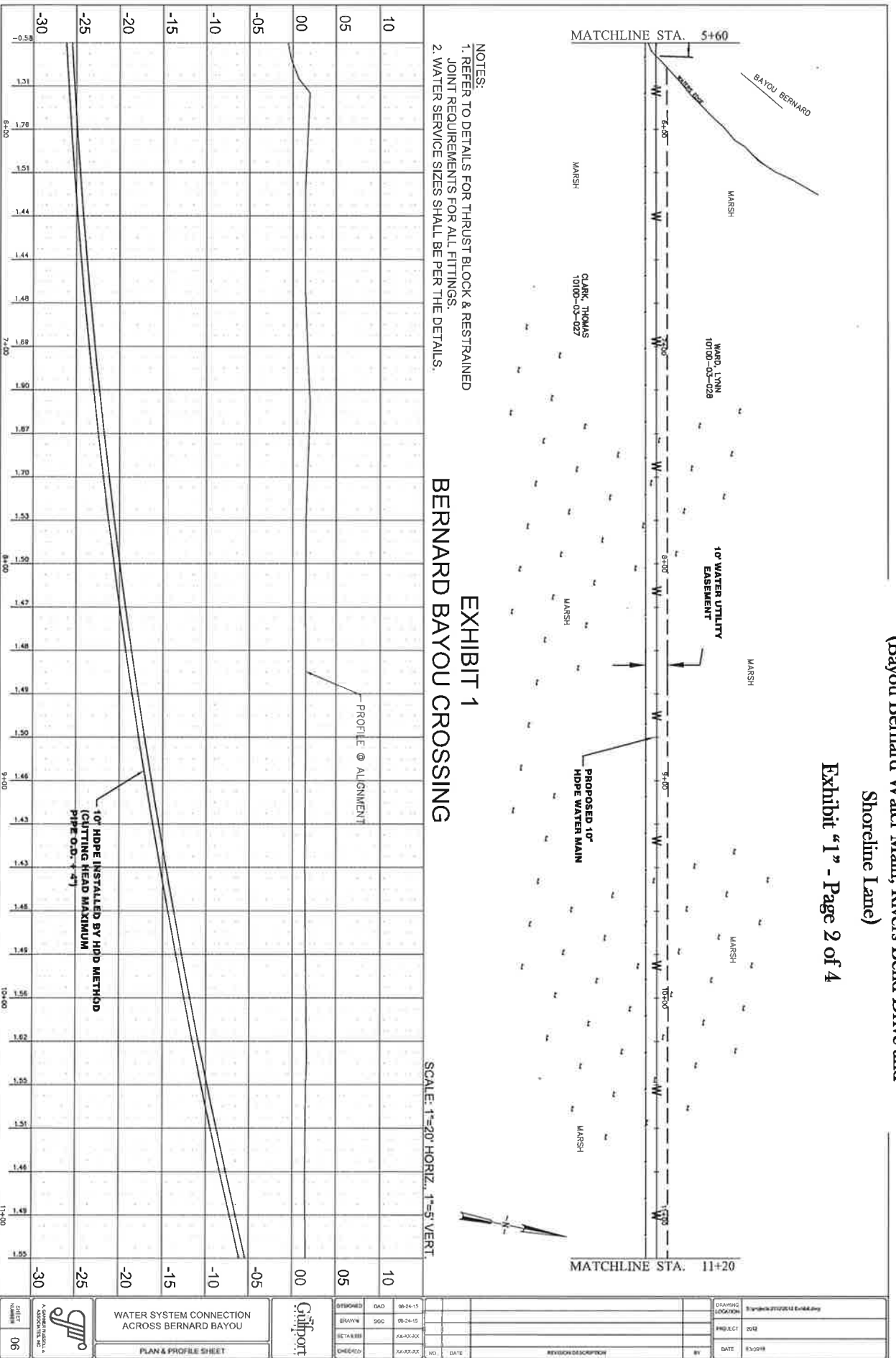


Exhibit "1" - Page 3 of 4



EXHIBIT 1
BERNARD BAYOU CROSSING

[illegible]

Exhibit "1" - Page 4 of 4

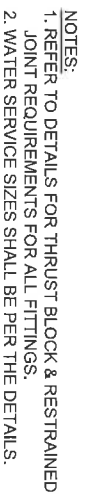
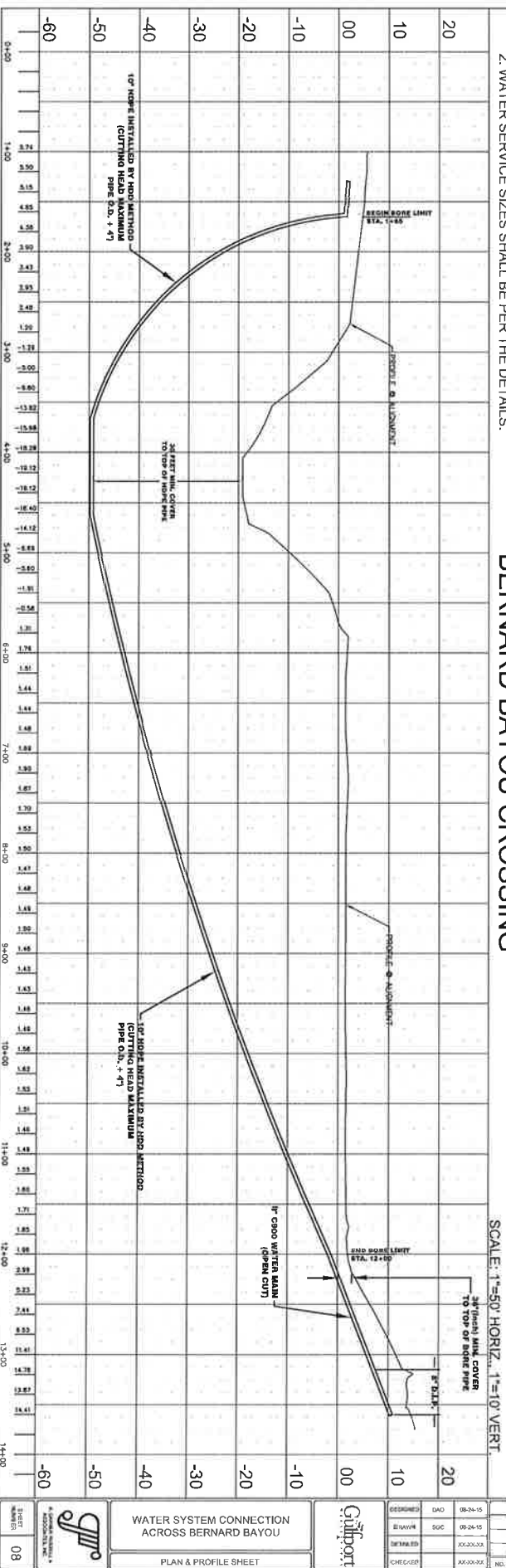


EXHIBIT 1
BERNARD BAYOU CROSSING

[illegible]



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Cheryl Millender, Manager
Human Resources

Date: 10/07/2016

Subject: Resolution - approving Agreement with Mississippi Gulf Coast Community College for Employee Training Services and authorizing the Mayor to execute 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
TO APPROVE AGREEMENT BETWEEN THE CITY OF GULFPORT AND
MISSISSIPPI GULF COAST COMMUNITY COLLEGE, FOR TRAINING SERVICES
FOR EMPLOYEES OF THE CITY OF GULFPORT, TO AUTHORIZE THE
EXECUTION OF THE SAME BY THE MAYOR AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport has identified a need for continued employee training to provide its employees with enhanced change management skills training to assist with developing employees to handle effectively the challenges of a changing work environment, and has determined that it is in the best interest of the City to utilize the services of the Mississippi Gulf Coast Community College to provide these training services as more fully set forth in the Workforce Development Training Agreement, attached hereto as Exhibit A; and

WHEREAS, Mississippi Gulf Coast Community College was selected to provide employee training programs and reimbursement for specific training classes, and

WHEREAS, a proposed WORKFORCE DEVELOPMENT TRAINING AGREEMENT, is attached hereto for review as Exhibit "A" hereto and is recommended for approval as being in the best interest of the City of Gulfport.

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

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

SECTION 2. That the WORKFORCE DEVELOPMENT TRAINING AGREEMENT by and between the City of Gulfport and the Mississippi Gulf Coast Community College, be and it is hereby approved in the same form as is found in Exhibit “A” to this resolution, and the Mayor be, and he is hereby, authorized to execute the same on behalf of the City of Gulfport.

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

The above and foregoing Resolution, after having been first reduced to writing and 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

WORKFORCE DEVELOPMENT TRAINING AGREEMENT

THE FOLLOWING TRAINING PLAN CONSTITUTES A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GULFPORT, MISSISSIPPI GULF COAST COMMUNITY COLLEGE, AND THE STATE OF MISSISSIPPI. THE FOLLOWING TRAINING AGREEMENT REFLECTS A CLEAR AND CONCISE UNDERSTANDING OF THE NEED FOR TRAINING ASSISTANCE FOR THE COMPANY, THE INTENT OF THIS TRAINING PROGRAM, HOW THIS TRAINING PROGRAM WILL BE ACCOMPLISHED, AND THE RESPONSIBILITIES OF EACH PARTY FOR THE DEVELOPMENT, IMPLEMENTATION AND OPERATION OF THIS TRAINING PROGRAM.

A. JUSTIFICATION AND TRAINING NEEDS:

The City of Gulfport has requested training services from Mississippi Gulf Coast Community College and the Mississippi Community College Board. The leadership of the City of Gulfport has identified a need for upgrade training to provide their employees with enhanced change management skills. This training will meet the organizational goal of developing employees to handle effectively the challenges of a changing work environment and to provide advanced skills for city employees.

B. COMPANY PROFILE AND TRAINING OBJECTIVES:

Incorporated in 1898, Gulfport has grown into the second largest city in Mississippi with a population in excess of 70,000. Strategically located in the Gulf, it is home to the Mississippi State Port, The Gulfport Harbor and 6.7 miles of white sand beaches.

From its simple, humble beginnings as a lumber and port city, Gulfport has evolved into a diversified community. Gulfport is a city of progress and one of the fastest growing areas in the state with a great economic mix of manufacturing, retail trade, businesses, tourism and federal installations.

The City of Gulfport has requested a partnership with Mississippi Gulf Coast Community College and the Mississippi Community College Board to offer employee training on topics to include Microsoft Office, leadership, communication, and orientation to meet their training needs.

C. THE CITY OF GULFPORT WILL:

1. Request reimbursement for the agreed upon training hours from Mississippi Gulf Coast Community College at least every 60 days to allow the college to request training reimbursement from the Mississippi Community College Board.
2. Be in compliance with E-Verify as specified in the Mississippi Employment Protection Act.
3. Allow Cheryl Millender to provide direct supervision, coordination, and implementation requirements for the training program as described in this agreement.
4. Provide technical assistance for program development and curriculum content.
5. Provide information as requested by the State of Mississippi to document training efforts and results including the State Unemployment Tax Identification number

(MDES number) and Federal Tax Identification number (Employer ID number).

6. Select and schedule trainees from the appropriate departments to assure reasonable attendance at all sessions to meet Mississippi Community College Board requirements, and furnish the college with names and social security numbers via the college student registration forms. The City of Gulfport agrees to provide information as requested by the State of Mississippi to document training efforts and meet accountability standards. Failure to provide required core data or to meet Mississippi Community College Board guidelines will result in no reimbursement for the project.
7. Provide a class size average of at least 10 Mississippi residents. However, no class with less than 5 Mississippi residents meeting the registration requirements of the college will be funded.
8. Due to the close of the fiscal year on June 30, 2017, no invoices for training will be accepted after June 15, 2017. Direct reimbursement training occurring between June 16 and June 30, 2017 will not be processed nor reimbursed.

D. MISSISSIPPI GULF COAST COMMUNITY COLLEGE WILL:

1. Ensure requisitions will be done at least every 60 days to MCCB.
2. Be in compliance with E-verify as specified in the Mississippi Employment Protection Act.
3. Work with industry to ensure compliance with the Mississippi Employment Protection Act for industries participating in basic skills, consortia, and open to the public projects.
4. Provide Millie Hyatt to directly supervise, coordinate, and implement requirements for the training program as described in this training agreement.
5. Provide administrative and fiscal controls to properly account for all funds received.
6. Provide training facilities and necessary equipment to conduct training sessions.
7. Provide instructors and necessary curriculum for training classes.
8. Coordinate textbooks, workbooks, and supplies necessary for training classes.
9. Enter registration and accountability data for all students participating in training.
10. Make applications for reimbursements of training funds on behalf of the City of Gulfport and requisition the Mississippi Community College Board at least every 60 days for budget expenditures.
11. Work with industry to ensure compliance with the Mississippi Employment Protection Act for industries participating in basic skills, consortia, and open to the public projects.
12. Invoice the City of Gulfport for all training costs not reimbursed by the Mississippi Community College Board.
13. Collaborate with City of Gulfport to determine needed classes and set the training schedule for up to 25 participants per class session, once the class (es) have been determined.

E. THE MISSISSIPPI COMMUNITY COLLEGE BOARD WILL:

1. Approve and monitor the training program as per Mississippi Community College Board guidelines through documentation maintained by the college.
2. Provide technical assistance for program development.
3. Provide training funds as approved in the budget and pay requisitions within 45 days.

F. EVALUATION:

1. At the conclusion of training, evaluation forms will be distributed for completion by all participants.
2. During the course of training, the project manager will periodically monitor the classes and document observations.

G. METHOD OF PAYMENT:

Application for State training funds will be made to the Mississippi Community College Board. **If such funds are not available, the total cost of training as described in the following budget will be supported 100% by the City of Gulfport.** If this training is dependent solely on State funding, the training program will not start until verification of funds is established. Subcontracting of the training program with funds received from the State of Mississippi will be prohibited. The following proposed budget represents the projected expenditures for the training as described in the foregoing training agreement.

The City of Gulfport will be invoiced as per the approved budget for this program.

Invoices and check reimbursements will be mailed to:

The City of Gulfport
Attn: Cheryl Millender
1410 24th Avenue
PO Box 1780
Gulfport, MS 39501
228.868.5831
Fax 228.868.5833

Direct reimbursement invoices and class documentation will be delivered to:

Mississippi Gulf Coast Community College
Attn: Millie Hyatt
10298 Express Drive
Gulfport, MS 39503
228-897-4364
Fax 228-897-4375

Accounts Payable will be mailed to:

Mississippi Gulf Coast Community College
Attn: Louise Brown
Accounts Receivable
PO Box 609
Perkinston, MS 39573
601-928-6278
Fax 601-928-8495

PROJECT BUDGET

DATE: September 1, 2016 PROJECT LOCATION: Jefferson Davis Campus
 PROJECT TITLE: Customer Service
 PROJECT DURATION: FROM: September 1, 2016 TO: June 30, 2017
 BUSINESS/INDUSTRY: City of Gulfport-HR
 PROJECT MANAGER: Millie Hyatt

ACCOUNT NUMBER	EXPENSE CATEGORY	SOURCE OF FUNDS		
		CITY OF GULFPORT	MCCB	TOTAL
Salary				
	(Adjunct) – 72 classes X 2 hours X \$35		5,040	5040
	24 sessions X 2 hours X \$35		1,680	1,680
	24 sessions X 4 hours X \$35		3,360	3,360
	Unemployment (1% of 1 st 6,000)	60		60
	Retirement (.1575)			
	FICA (.0765)	386		386
	Medicare FICA			
	Workman’s Comp. (.0049)	25		25
	Health Insurance			
	*Instructional Supplies Workbooks cost will vary depending on class. All levels of Microsoft workbooks will cost \$10 per student.	TBD		TBD
	Shipping and Handling (2%)			
	Travel:			
	Licensing Fee			
	Shared Costs (15%)	1,512		
TOTAL		1,983	10,000	11,983

Person(s) Responsible for Requisitioning: Louise Brown
 Billing Cycle: Monthly

SOURCE OF REVENUE

MCCB Revenue Account Number: _____ SDE Revenue Account Number: _____
 Industry Revenue Account _____ Other Revenue Account Number: _____
 Number: _____
 Other: _____

Date Entered into Budget: _____ By: _____

H. SIGNATURES:

THE ABOVE IDENTIFIED PARTIES ARE IN AGREEMENT WITH THE TRAINING PLAN AS DESCRIBED HEREWITHIN AND UNDERSTAND THEIR INVOLVEMENT FOR THE PROGRAM DEVELOPMENT AND OPERATION. IT IS UNDERSTOOD BY ALL PARTIES THAT THIS AGREEMENT IS NOT A BINDING CONTRACT BUT A PROCEDURAL DOCUMENT FOR THE DEVELOPMENT AND OPERATION OF THE TRAINING AGREEMENT DESCRIBED HEREWITHIN AND ANY DEVIATION FROM THIS AGREEMENT WITHOUT APPROVED MODIFICATION MAY VOID AND TERMINATE ANY TRAINING PROGRAM ASSISTANCE FROM THE COLLEGE AND/OR STATE. FURTHER, IT IS UNDERSTOOD THAT THIS TRAINING PROGRAM WILL OPERATE PROVIDED FUNDS REMAIN AVAILABLE UNDER THE CURRENT BUDGET LEVEL FOR THE FISCAL YEAR. THIS TRAINING AGREEMENT IS EFFECTIVE BEGINNING SEPTEMBER 1, 2015 AND WILL END ON JUNE 30, 2016.

City of Gulfport
Billy Hewes
Mayor

Date

Mississippi Gulf Coast Community College
Brock Clark
Dean of Workforce

Date

Mississippi Gulf Coast Community College
Dr. Jason Pugh
Executive Vice President, Teaching and Learning

Date



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Karen McCarty, Grants Management
Community Development

Date: 10/06/2016

Subject: Resolution - approving various FY 2016 Sub-Recipient Public Service Agreements for the Community Development Block Grant Program and authorizing the Mayor to execute the same.

Recommendation: Staff Recommends

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 SUB-RECIPIENT PUBLIC SERVICE AGREEMENT CONTRACTS FOR
FISCAL YEAR 2016 FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT**

WHEREAS, on March 17, 2016, the Gulfport City Council approved the initial Action Plan and funding for the FY 2016 Community Development Block Grant Programs (“CBDG”) for the City of Gulfport; and

WHEREAS, the City of Gulfport has been advised that HUD has approved the 2016 funding for the public service programs (see list contained in collective Exhibit “A” hereto); and

WHEREAS, each Sub-Recipient in the public service programs must execute a contract with the City prior to receiving the approved funding, which are attached hereto in collective Exhibit “A” for your review and approval.

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 contract between the City of Gulfport and the CDBG public service programs Sub-recipients be and the same is hereby approved in the form as is found in Exhibit “A” to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport as respects each sub-recipient.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 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, Jr., Ricky Dombrowski, 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 *KCM*

Date: October 6, 2016

Please place the following items on the October 18, 2016 Council Agenda;

Resolution to approve various Fiscal Year 2016 Sub-recipient Public Service Agreements for the Community Development Block Grant Program.

Funding Source: Community Development Block Grant

PUBLIC SERVICE CONTRACTS

Catholic Social Services - Morning Star Pregnancy Center	\$10,000.00
CDBG Budget: Formula, diapers, bassinets, car seats	
Proposed Assistance: 1045	
De l'Epee Deaf Center – Hearing Impaired Center - Special Needs	\$12,000.00
CDBG Budget: Partial Utility costs	
Proposed Assistance: 1500	
Open Doors Homeless Coalition – Homeless and near homeless	\$10,000.00
CDBG Budget – Utility, security, financial assistance	
Proposed assistance - 25	

**COMMUNITY DEVELOPMENT FUNDING AGREEMENT
BETWEEN
THE CITY OF GULFPORT
AND
CATHOLIC SOCIAL & COMMUNITY SERVICES, INC.**

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

CFDA NUMBER 14.218

THIS AGREEMENT, entered this 18th day of October 2016 by and between the CITY of **GULFPORT** (herein called the "Grantee") and the **CATHOLIC SOCIAL & COMMUNITY SERVICES, INC.**, (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

WHEREAS, the Grantee is obligated to do and perform certain services in its undertaking of a Community Development Block Grant Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the services provided by the Subrecipient benefit low and moderate-income citizens of the City of Gulfport and constitute a valuable public service; and

WHEREAS, the City Council of the City of Gulfport has declared programs of the Subrecipient to be a public purpose and the provision of these services to be a predominate purpose of this transaction; and

WHEREAS, the Subrecipient and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.201; and

WHEREAS, the accomplishment of the above public purpose is the predominant purpose of this transaction, continuing supervision by the Grantee together with statutory and contractual requirements provide sufficient assurance that this public purpose will be accomplished; and an audit provides sufficient protection of the handling of public money; and

WHEREAS, the City Council has found that the subrecipient has the special expertise, knowledge and experience necessary for the Morning Star Pregnancy Care Center and that the Grantee will receive adequate consideration in the form of substantial public benefit; and

WHEREAS, the Grantee desires to contract with the subrecipient to make available funds for the Morning Star Pregnancy Care Center Program.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2016 Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the activities eligible under the Community Development Block Grant Program. CDBG funds received will be used to purchase diapers, baby food, and formula for low income women and parents/guardians of children under the age of three. The Center also provides additional services such as pregnancy testing and free abstinence counseling as well as monetary assistance for rent and utilities on a limited basis.

B. National Objectives

The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this contract meet one or more of the CDBG program's national objectives – 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24CFR Part 570.208.

C. Grantee's Responsibilities

1. Grantee agrees to provide Subrecipient assistance from Department of Housing and Urban Development funds in an amount not to exceed **\$10,000.00** in return for Subrecipient performing the activities set forth in this Agreement as consideration for said funds.
2. It is expressly understood and agreed by the parties hereto that Grantee's responsibilities are contingent upon the actual receipt of adequate federal funds to meet Grantee's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, Grantee shall notify Subrecipient in writing within a reasonable time after such fact is determined. Grantee shall terminate this agreement and will not be liable for failure to make payments to Subrecipient under this agreement.
3. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient, or any portions thereof, which have been paid to Subrecipient or which are subject to payment to Subrecipient, or which have been reimbursed to Subrecipient or which are subject to reimbursement to Subrecipient by any source other than Grantee or Subrecipient.
4. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient which are not allowable costs as set forth in 24 CFR Part 570.207.
5. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient or for any performances rendered by Subrecipient which are not strictly in accordance with the terms of this agreement.
6. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient in the performance of this agreement which have not been billed to Grantee by Subrecipient within (90) days.
7. Grantee shall not be liable for costs incurred or performances rendered by Subrecipient before commencement of this agreement or after termination of this agreement.

D. Subrecipient's Responsibilities

1. Subrecipient shall perform all activities in accordance with their budget, the applicable laws and regulations set forth herein; the assurance, certifications, and all other terms, provisions, and requirements set forth in this agreement.
2. Subrecipient shall submit to Grantee such reports on the operation and performance of this agreement on a quarterly basis, first report due the last day of the last week of that reporting quarter; with a comprehensive annual report required at contract expiration.
3. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the parties hereto that if Subrecipient fails to submit to Grantee in a timely and satisfactory manner any report required by this agreement, Grantee may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Subrecipient hereunder. If Grantee withholds such payments, it shall notify Subrecipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by Grantee until such time as the delinquent obligations for which funds are withheld are fulfilled by Subrecipient.
4. Subrecipient shall refund to Grantee any sum of money which has been paid to Subrecipient by Grantee which Grantee determines has resulted in overpayment to Subrecipient, or which Grantee determines has not been spent by Subrecipient strictly in accordance with the terms of this agreement. Such refund shall be made by Subrecipient to Grantee within thirty (30) working days after such refund is requested by Grantee.
5. Subrecipient agrees to comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.
6. Subrecipient agrees to carry out the activities under this agreement in compliance with all Federal laws and regulations described in 24 CFR Chapter 570 subpart K except Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR part 52.

E. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Total Units/Year</u>
Morning Star Pregnancy Center	884

Note: Units means the number of unduplicated participants that will benefit from the program.

F. Staffing

Staff related to the entire project:

Staff Member

General Program Duties

Director of Catholic social and Community services, Inc. – Jennifer C. Williams

Office Manager of Morning Star Pregnancy Care Center
Case Manager, Morning Star Pregnancy Care Center – Rachel Alston

G. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient for compliance with goals and requirements as required herein once annually or as it deems necessary in accordance with the regulations. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee in writing, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of January, 2016 , and terminate on the 31st day of December 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

III. BUDGET

Line Item: Goods for Distribution	Amount:
Bassinets, Infant Formula, Diapers	\$10,000.00
TOTAL:	\$10,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any changes to this budget must be approved in writing by the Grantee. See "Attachment A", 2016 budget submitted to City of Gulfport by The Catholic Social & Community Services, Inc. for the Morning Star Pregnancy Center.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **\$10,000.00**. Payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

The subrecipient will submit invoices to the grantee for reimbursement. Said invoices shall be accompanied by canceled checks, time sheets, travel vouchers, invoices, and other documentation of expenditures.

Payments may be contingent upon certification of the Grantee's financial management system in accordance with the standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Karen C McCarty
CD Federal Programs Administrator
P. O. Box 59
Gulfport, MS 39502
(228) 868-5705, Ext: 6545

Subrecipient

Jennifer C. Williams, LSW, Executive Director
Catholic Social and Community Services, Inc.
2204 24th Avenue
Gulfport, MS 39501
(228) 701-0555

VI. SPECIAL CONDITIONS

The Subrecipient agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) and all federal regulations and policies issued pursuant to these regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation insurance, as the Subrecipient is an independent contractor.

C. Indemnity and Release

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this agreement.

The indemnity and release provided herein shall survive the termination or voidance of this agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this contract, as applicable by state law.

E. Insurance

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.

F. Subrecipient Recognition

The Subrecipient shall insure recognition of the role of the Subrecipient agency in providing services through this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph I. A. above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulation, the Grantee may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

The Grantee may also terminate this agreement in the event of an emergency or disaster, whether acts of God, natural or manmade, by giving twenty-four (24) hours notice. The Grantee may give said notice verbally to Subrecipient. Any expenditure incurred prior to receiving notice will be reimbursed; however, in no event shall the Grantee pay any expenses incurred after notice of termination is received by Subrecipient.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required herein, utilizing adequate internal controls, and maintaining necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations", or "cost Principles for Educational Institutions," as applicable; (and if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 86, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments") for all costs incurred whether charged on a direct or indirect basis.

3. Reasonable Costs

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. The question of the reasonableness of specific costs must be scrutinized with particular care in connection with organizations or separate divisions thereof which receive the preponderance of their support from awards made by Federal agencies. In determining the reasonableness of a given cost, consideration shall be given to:

- a. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award.
- b. The restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws and regulations, and terms and conditions of the award.
- c. Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government.
- d. Significant deviations from the established practices of the organization, which may unjustifiably increase the award costs.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not to be limited to:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meet the National Objective of the CDBG program of benefiting low/moderate income persons.
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair Housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property.

Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b)(8), as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), final close-out reports and determining the custodianship of records.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Budgets/Use of CDBG Funds

The Subrecipient will submit a detailed contract budget for approval by the Grantee. The Grantee and the Subrecipient may agree to revise the budget from time to time. The 2016 budget "Attachment A" is attached hereto and made a part hereof and sets forth the proposed use of CDBG funding by the subrecipient.

2. Program Income

The Subrecipient shall report on a quarterly basis 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 Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient 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 balance on hand. All unused 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 is not program income and shall be remitted promptly to the Grantee.

3. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

4. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this contract, based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payment. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

5. Performance Reports

Subrecipient shall submit to Grantee a Quarterly Performance Report in a format prescribed by Grantee and shall include the amount of funds obligated and expended for each of the eligible activity.

The Quarterly Performance Report is required by the last week of each quarter end, dates are specifically March 25th-31st ; June 24th-30th; September 23rd-30th; and December 23rd - 27th, 2016 for that quarter's activities with a comprehensive annual report submitted no later 20 days after the end of the contract period or the end of the program period, whichever is earlier.

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets purchased with such funds (unexpended program income, property, equipment, etc.) may revert to the Grantee upon termination of this contract. The Grantee may at its option allow subrecipient continued use of some or all of programmed assets. In the event that the subrecipient is allowed to maintain program assets, an inventory as outlined here and above shall be maintained by subrecipient.

2. OMB Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and shall subsequently follow Property Management Standards as modified by 24 CFR 570.502 (b) (6), covering utilization and disposal of property.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this contract.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606 (b); (b) the requirements of 24 CFR 570.606 (c) governing the Residential Anti displacement and Relocation Assistance Plan under Section 104 (d) of the HCD Act; and (c) the requirements in 570.606 (d) governing optional relocation policies. (The Grantee may preempt the optional policies.) The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply and to require all subcontractors to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the

Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use of occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.706), which prohibits discrimination against the handicapped in any Federally-assisted program. The Grantee shall provide the Subrecipient with any guidelines in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. W/MBE

The Subrecipient will use its best efforts to afford minority-and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be

provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs S.A., Civil Rights, and B., Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; and lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or

receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

4. Right to Know

Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices. The Subrecipient will comply with the Minnesota Right to Know Act.

5. "Section 3" Clause

A. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 (of the Housing and Urban Development Act of 1968), as amended, 12 U.S.C.1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low-and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low-and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low-and

very low-income residents within the service area or the neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

B. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract of understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

e. Suspension/Disbarment

The Subrecipient shall not enter into any subcontracts with an agency, business or individual that has been suspended or disbarred by the Department of Housing and Urban Development.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that, in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person, who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub-recipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly, and;
- d. Lobbying Certification – Paragraph d
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200 (j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

Clean Air Act, 42 U.S.C., 7401, et seq.

Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Grantee shall assure that, for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood

Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24CFR 570608, and 24 CFR Part 35 and will comply with all applicable requirements.

D. Asbestos

Grantee agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61.

E. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedure set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, THE Parties have executed this contract as of the date first written above.

CITY OF GULFPORT

Catholic Social & Community Services, Inc.

Billy Hewes, Mayor of Gulfport

Jennifer C. Williams, LSW, Ex. Dir.

Date

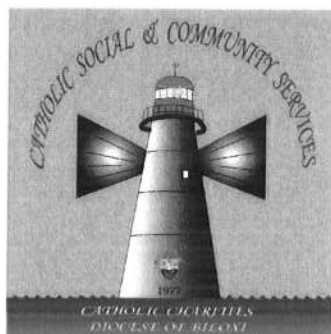
9.22.16

Date

FED. I.D. # 64-0598426

DUNS # 172387875

ATTEST:



CATHOLIC SOCIAL & COMMUNITY SERVICES, INC.

CATHOLIC CHARITIES-DIOCESE OF BILOXI

1450 NORTH STREET, GULFPORT, MS 39507

PHONE (228) 701-0555

FAX (228) 897-2462

ATTACHMENT A-2016

Expense (Example)	Requested CDBG Funds	Other Funds	Source of Other Funds	TOTAL BUDGET
PERSONNEL Salaries	0	83,322	CSA/United Way	83,322
OPERATIONS: Rent Utilities Supplies		9,100	CSA	9,100
CONSTRUCTION: Engineering Materials Labor Contracts	0	0	N/A	0
EQUIPMENT Computer Furniture	0	0	N/A	0
OTHER Basic Needs Assistance Postage, Travel		111,564 BNA 4,075 Other	United Way of South MS/ CSA/Choose Life/Donations/EFSP	115,639
Goods for Distribution (diapers, formula, bassinets, infant items)	10,000	58		10,058
Total Budget Expenditures	10,000	208,119		218,119
Other:				

Sources of Funds

Are the "Other Sources of Funds" secured? Please describe Yes. Morning Star has received award confirmations from Catholic Sharing Appeal, EFSP, United Way of South Mississippi, Mississippi Power Project Share, Coast Electric Share Your Blessings, Extension Society, MGM Resorts Foundation and Choose Life of Mississippi.

**COMMUNITY DEVELOPMENT FUNDING AGREEMENT
BETWEEN
THE CITY OF GULFPORT
AND
DE L'EPEE DEAF CENTER, INC.**

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

CFDA NUMBER 14.218

THIS AGREEMENT, entered this 18th day of October 2016 by and between the CITY of GULFPORT (herein called the "Grantee") and DE L'EPEE DEAF CENTER, (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

WHEREAS, the Grantee is obligated to do and perform certain services in its undertaking of a Community Development Block Grant Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the services provided by the Subrecipient benefit low and moderate-income citizens of the City of Gulfport and constitute a valuable public service; and

WHEREAS, the City Council of the City of Gulfport has declared programs of the Subrecipient to be a public purpose and the provision of these services to be a predominate purpose of this transaction; and

WHEREAS, the Subrecipient and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.201; and

WHEREAS, the accomplishment of the above public purpose is the predominant purpose of this transaction, continuing supervision by the Grantee together with statutory and contractual requirements provide sufficient assurance that this public purpose will be accomplished; and an audit provides sufficient protection of the handling of public money; and

WHEREAS, the City Council has found that the subrecipient has the special expertise, knowledge and experience necessary for the **Outreach Services for the Deaf and Hard of Hearing**, and that the Grantee will receive adequate consideration in the form of substantial public benefit; and

WHEREAS, the Grantee desires to contract with the subrecipient to make available funds to assist with operational expenses incurred by the de l'Epee Deaf Center, the only facility in South Mississippi designed to meet the needs of the deaf and hard of hearing and their families.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2016 Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the activities eligible under the Community Development Block Grant Program. CDBG funds will be utilized to help subsidize operational expenses of the Center which houses the organization and the many services it provides for the deaf and hard of hearing in the City of Gulfport. These activities include but are not limited to Interpreting Services (24/7), emergency services, community services identification, job placement assistance, message relay via telephone/TTY, food pantry, disaster service, supply distribution, severe weather interpreting on T.V. The Center also provides a summer camp for children in grades K-12 who are deaf, hard of hearing or who have parents or siblings who are hearing impaired.

B. National Objectives

The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this contract meet one or more of the CDBG program's national objectives – 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24CFR Part 570.208.

C. Grantee's Responsibilities

1. Grantee agrees to provide Subrecipient assistance from Department of Housing and Urban Development funds in an amount not to exceed **\$12,000.00** in return for Subrecipient performing the activities set forth in this Agreement as consideration for said funds.
2. It is expressly understood and agreed by the parties hereto that Grantee's responsibilities are contingent upon the actual receipt of adequate federal funds to meet Grantee's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, Grantee shall notify Subrecipient in writing within a reasonable time after such fact is determined. Grantee shall terminate this agreement and will not be liable for failure to make payments to Subrecipient under this agreement.
3. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient, or any portions thereof, which have been paid to Subrecipient or which are subject to payment to Subrecipient, or which have been reimbursed to Subrecipient or which are subject to reimbursement to Subrecipient by any source other than Grantee or Subrecipient.
4. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient which are not allowable costs as set forth in 24 CFR Part 570.207.
5. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient or for any performances rendered by Subrecipient which are not strictly in accordance with the terms of this agreement.
6. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient in the performance of this agreement which have not been billed to Grantee by Subrecipient within (90) days.

7. Grantee shall not be liable for costs incurred or performances rendered by Subrecipient before commencement of this agreement or after termination of this agreement.

D. Subrecipient's Responsibilities

1. Subrecipient shall perform all activities in accordance with their budget, the applicable laws and regulations set forth herein; the assurance, certifications, and all other terms, provisions, and requirements set forth in this agreement.
2. Subrecipient shall submit to Grantee such reports on the operation and performance of this agreement on a quarterly basis, first report due the last day of the last week of that reporting quarter, with a comprehensive annual report required at contract expiration.
3. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the parties hereto that if Subrecipient fails to submit to Grantee in a timely and satisfactory manner any report required by this agreement, Grantee may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Subrecipient hereunder. If Grantee withholds such payments, it shall notify Subrecipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by Grantee until such time as the delinquent obligations for which funds are withheld are fulfilled by Subrecipient.
4. Subrecipient shall refund to Grantee any sum of money which has been paid to Subrecipient by Grantee which Grantee determines has resulted in overpayment to Subrecipient, or which Grantee determines has not been spent by Subrecipient strictly in accordance with the terms of this agreement. Such refund shall be made by Subrecipient to Grantee within thirty (30) working days after such refund is requested by Grantee.
5. Subrecipient agrees to comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.
6. Subrecipient agrees to carry out the activities under this agreement in compliance with all Federal laws and regulations described in 24 CFR Chapter 570 subpart K except Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR part 52.

E. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Total Units/Year</u>
Provides services to the Deaf and Hard of Hearing, and their families; this is the only facility in South Mississippi that provides such service; a food pantry is available at the Center as well as a summer youth program.	1500
Provides Sign Language Interpreting for Deaf Public Service Mtgs.	Number per available funding.

Note: Units means the number of unduplicated participants that will benefit from the program.

F. Staffing: Staff related to the entire project:

Staff Member

General Program Duties

Director of the Center

Mr. Greg Crapo

Provision of services to the deaf and hard of hearing providing interpreters for work related issues, civic and everyday issues.

Sign language and Interpreting Ser.

Ms. Jill Hagler

On call 24/7 for emergencies at the hospital, Ms. Police station and as needed as well as Public Service Meetings.

G. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient for compliance with goals and requirements as required herein once annually or as it deems necessary in accordance with the regulations. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee in writing, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Deaf Center Operational Expenses Assistance Services of the Subrecipient shall start on the 1st day of January, 2016, and terminate on the 31st day of December 2016. Sign Language Interpreting Services for Public Meetings shall start on the 1st day of January, 2016 and terminate on the 31st day of September 2017. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

III. BUDGET

LINE ITEM:

Operating Costs:

(Utilities (Electricity, Water, Natural Gas Costs)

***Expenditure deadline: Jan. 1, 2016 – Dec. 31, 2016**

FUNDING AMOUNT

\$8,000.00

Interpreting Services for Public Meetings

Expenditure Deadline: Jan. 1, 2016 – Sept. 30, 2017

\$ 4,000.00

TOTAL Grant Funds :

\$12,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any changes to this budget must be approved in writing by the Grantee. See "Attachment A", 2016 Budget submitted to City of Gulfport by Deaf Epee Center, Inc., and Services Rate Sheet for Sign Language Interpreting Services for Public Meetings.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **\$8,000.00 for Deaf Center Operational Expenses and shall not exceed \$4,000.00 Sign Language Interpreting Services for Public Meetings.** Payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

The subrecipient will submit invoices to the grantee for reimbursement. Said invoices shall be accompanied by canceled checks, time sheets, travel vouchers, invoices, and other documentation of expenditures.

Payments may be contingent upon certification of the Grantee's financial management system in accordance with the standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Karen C. McCarty
CD Federal Programs Administrator
P. O. Box 59
Gulfport, MS 39502
(228) 868-5705 Ext.: 6551

Subrecipient

Mr. Gregory K. Crapo, Executive Director
de l'Epee Deaf Center, Inc.
1450 North Street
Gulfport, MS 39507
(228) 897-2280

VI. SPECIAL CONDITIONS

The Subrecipient agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) and all federal regulations and policies issued pursuant to these regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation insurance, as the Subrecipient is an independent contractor.

C. Indemnity and Release

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this agreement. The indemnity and release provided herein shall survive the termination or avoidance of this agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this contract, as applicable by state law.

E. Insurance

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.

F. Subrecipient Recognition

The Subrecipient shall insure recognition of the role of the Subrecipient agency in providing services through this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph I. A. above

may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulation, the Grantee may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

The Grantee may also terminate this agreement in the event of an emergency or disaster, whether acts of God, natural or manmade, by giving twenty-four (24) hours' notice. The Grantee may give said notice verbally to Subrecipient. Any expenditure incurred prior to receiving notice will be reimbursed; however, in no event shall the Grantee pay any expenses incurred after notice of termination is received by Subrecipient.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required herein, utilizing adequate internal controls, and maintaining necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations", or "cost Principles for Educational Institutions," as applicable; (and if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 86, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments") for all costs incurred whether charged on a direct or indirect basis.

3. Reasonable Costs

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. The question of the reasonableness of specific costs must be scrutinized with particular care in connection with organizations or separate divisions thereof which receive the preponderance of their support from awards made by Federal agencies. In determining the reasonableness of a given cost, consideration shall be given to:

- a. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award.
- b. The restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws and regulations, and terms and conditions of the award.
- c. Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government.
- d. Significant deviations from the established practices of the organization, which may unjustifiably increase the award costs.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meet the National Objective of the CDBG program of benefiting low/moderate income persons.
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair Housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property.

Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b)(8), as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), final close-out reports and determining the custodianship of records.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Budgets/Use of CDBG Funds

The Subrecipient will submit a detailed contract budget for approval by the Grantee. The Grantee and the Subrecipient may agree to revise the budget from time to time. The

budget attached hereto and made a part hereof sets forth the proposed use of CDBG funding by the subrecipient.

2. Program Income

The Subrecipient shall report on a quarterly basis 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 Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient 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 balance on hand. All unused 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 is not program income and shall be remitted promptly to the Grantee.

3. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

4. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this contract, based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payment. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

5. Performance Reports

Subrecipient shall submit to Grantee a Quarterly Performance Report in a format prescribed by Grantee and shall include the amount of funds obligated and expended for each of the eligible activity.

The Quarterly Performance Report is required by the dates of each quarter end for that quarter's activities with a comprehensive annual report (March 25th - 31st ; June 24th - 30th; Sept. 23rd - 30th; Dec. 23th - 27th, 2016) submitted no later 20 days after the end of the contract period or the end of the program period, whichever is earlier.

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

C. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets purchased with such funds (unexpended program income, property, equipment, etc.) may revert to the Grantee upon termination of this contract. The Grantee may at its option allow subrecipient continued use of some or all of programmed assets. In the event that the subrecipient is allowed to maintain program assets, an inventory as outlined here and above shall be maintained by subrecipient.

2. OMB Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and shall subsequently follow Property Management Standards as modified by 24 CFR 570.502 (b) (6), covering utilization and disposal of property.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this contract.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606 (b); (b) the requirements of 24 CFR 570.606 (c) governing the Residential Anti displacement and Relocation Assistance Plan under Section 104 (d) of the HCD Act; and (c) the requirements in 570.606 (d) governing optional relocation policies. (The Grantee may preempt the optional policies.) The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply and to require all subcontractors to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use of occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.706), which prohibits discrimination against the handicapped in any Federally-assisted program. The Grantee shall provide the Subrecipient with any guidelines in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. W/MBE

The Subrecipient will use its best efforts to afford minority-and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans,

Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs S.A., Civil Rights, and B., Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; and lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C.276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request. The

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

4. Right to Know

Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices. The Subrecipient will comply with the Minnesota Right to Know Act.

5. "Section 3" Clause

A. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 (of the Housing and Urban Development Act of 1968), as amended, 12 U.S.C.1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns that provide eco-

conomic opportunities for low-and very low persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low-and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low-and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or the neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

B. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract of understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

e. Suspension/Disbarment

The Subrecipient shall not enter into any subcontracts with an agency, business or individual that has been suspended or disbarred by the Department of Housing and Urban Development.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that, in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person, who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub-recipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;

c. It will require that the language of paragraph (d) 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, and;

d. Lobbying Certification – Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200 (j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

Clean Air Act, 42 U.S.C., 7401, et seq.

Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Grantee shall assure that, for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24CFR 570608, and 24 CFR Part 35 and will comply with all applicable requirements.

D. Asbestos

Grantee agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61.

E. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedure set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, per regulations of the Department of Housing and Urban Development CDBG/HOME Programs, this agreement and funding commitment is effective the date of signature of the City of Gulfport.

CITY OF GULFPORT

DE L'EPEE DEAF CENTER, INC.

Billy Hewes, Mayor of Gulfport

Gregory Crapo, Executive Director.

Date

Date

FED. I.D. #

64-062093

DUNS #

121403864

ATTEST:



**2016 - 2017
Advisory Board**

Officers

President
Charley Hewes

Vice President
Rev. James "Bo" Roberts

Secretary
Vicki Miller

Board of Directors

John Bennett
Doug Bradford
Ronald Cochran
Ben DiLorenzo
Darlene Duffano
Dean Ebberman
Deacon Dick Henderson
Doris Mahalak
Helen Margiotta
William McCollister
Susan McCormick
Dennis Oliver
Jamie Olson
Darlene Rojas
Manuel Rojas
Kathleen Talley
Joseph Vincent
Rayanne Weiss

STAFF

Director
Gregory K. Crapo

Associate Director
Interpreter Coordinator
Jill R. Hagler

Interpreter / Office Manager
Samantha Sovell

Interpreter / Office
Peggy Bosma

Interpreter /
Pantry Coordinator
David Acevedo, Jr.

Facilities
Billy Morgan

Chaplain
Rev. Anthony Doan Tran

de l'Épée



Deaf Center Inc.

1450 North Street • Gulfport, MS 39507
(228) 897-2280 • (228) 206-6062 Video Phone • (228) 897-2462 Fax
www.deafms.org • Email: deafcenter@cableone.net

September 16, 2016

To Whom It May Concern,

ATTACHMENT A: REVISED BUDGET

City of Gulfport - 2016
CDBG/HOME Application for Funding

PROGRAM/PROJECT BUDGET

Show Program/Project fiscal budget (not entire agency)

Expense (Example)	Requested CDBG Funds	Other Funds	Source of Other Funds	TOTAL BUDGET
PERSONNEL Salaries		196,674	Donations/Fees	196,674
OPERATIONS: Rent Utilities Supplies	8,000	78,744	Donations/Fees	78,744 8,000
OTHER (Describe)				
Sign Language Interpreting for Deaf Public Service	4,000			\$4,000
Total Budget Expenditures	\$12,000	\$275,418		\$287,418

Sources of Funds

Are the "Other Sources of Funds" secured? Please describe
We are supported by the Catholic Diocese of Biloxi (2016 - \$93,000), Mississippi Office of Deaf and Hard of Hearing (2016 - \$20,500), Contributions and special events such as yard sales and other fund raisers, and with our interpreting contracts with the local schools and businesses (fluctuating amount). Our funds are secured.

A Ministry of the Catholic Diocese of Biloxi
Serving the Deaf and Hard of Hearing since 1975



GENERAL/MEDICAL RATES:

- A. *Scheduled Appointments: (8:00 am - 4:00 pm)*
Monday - Friday *\$45.00 / hour*
Two-hour minimum
- B. *Emergency /On-Call Appointments*
Saturday, Sunday, After hours, Holidays *\$67.50 / hour*
Two-hour minimum
- C. *Interpreter fees shall be calculated to and from point of origin.*
- D. *Assignments beginning prior to 4:00 pm (M-F), but continuing after 5:00 pm will be billed at \$45/hr until 5:00 pm and \$67.5/hr after 5:00 pm.*
Assignments beginning after 4:00 pm (M-F) will be billed at \$67.5/hr.
Assignments on Saturday, Sunday and Holidays will be billed at \$67.5/hr.
- E. *In the event commercial transportation is used, it shall be paid on the actual cost basis; otherwise the sum of current **Federal Guidelines**, per mile to and from point of origin will be paid. (Rate on 1/1/16: .54/mi)*
- F. *When applicable, reimbursement for out-of-pocket expenses necessarily incurred in the performance of services upon submission of itemized cost and/or receipts.*
- G. *One interpreter is sufficient for:*
Meetings of 2 hours or less.
Situations that offer adequate rest periods and do not require continuous interpreting.
- H. *Two or more interpreters will be required for:*
Platform assignments over one hour or Events over 2 hours.
Events requiring more than one method of communication.
Events with deaf consumers in two or more physical locations.
Video interpreting assignments over 1 hour.

CANCELLATION POLICIES:

- NO CHARGE: At least 2-hours prior to Interpreter beginning travel to assignment.
- TWO HOUR CHARGE: Within two-hours prior to assignment or after Interpreter leaves for assignment.

If assignment finishes early customer will be billed for the amount of time contracted. If assignment is extended beyond scheduled time, customer will be billed for the additional hours or portion thereof.

de l'Epée Deaf Center, Inc. * 1450 North Street * Gulfport * MS * 39507 ** (228) 897-2280
This Document replaces any rate quote printed prior to January 1, 2016.

**COMMUNITY DEVELOPMENT FUNDING AGREEMENT
BETWEEN
THE CITY OF GULFPORT
AND
OPEN DOORS HOMELESS COALITION**

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

CFDA NUMBER 14.218

THIS AGREEMENT, entered this 18th day of October 2016 by and between the CITY of **GULFPORT** (herein called the "Grantee") and **The Open Doors Homeless Coalition** (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

WHEREAS, the Grantee is obligated to do and perform certain services in its undertaking of a Community Development Block Grant Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the services provided by the Subrecipient benefit low and moderate-income citizens of the City of Gulfport and constitute a valuable public service; and

WHEREAS, the City Council of the City of Gulfport has declared programs of the Subrecipient to be a public purpose and the provision of these services to be a predominate purpose of this transaction; and

WHEREAS, the Subrecipient and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.201; and

WHEREAS, the accomplishment of the above public purpose is the predominant purpose of this transaction, continuing supervision by the Grantee together with statutory and contractual requirements provide sufficient assurance that this public purpose will be accomplished; and an audit provides sufficient protection of the handling of public money; and

WHEREAS, the City Council has found that the subrecipient has the special expertise, knowledge and experience necessary to administer the "Rapid Rehousing Program" and that the Grantee will receive adequate consideration in the form of substantial public benefit; and

WHEREAS, the Grantee desires to contract with the subrecipient to make available funds for the "Rapid Rehousing for Persons Experiencing Homelessness Program".

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2016 Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the activities eligible under the Community Development Block Grant Program. CDBG funds received will be used to provide rental assistance in the form of rapid re-housing assisting persons to move from literal homelessness into housing and while there, linking them to appropriate supports to maintain their housing needs. Open Doors Homeless Coalition works diligently within the Gulfport community with its 50 member agencies to meet the federal objectives to end chronic homelessness, homelessness among Veterans, as well as homelessness among families and children.

B. National Objectives

The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this contract meet one or more of the CDBG program's national objectives – 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24CFR Part 570.208.

C. Grantee's Responsibilities

1. Grantee agrees to provide Subrecipient assistance from Department of Housing and Urban Development funds in an amount not to exceed **\$10,000.00** in return for Subrecipient performing the activities set forth in this Agreement as consideration for said funds.
2. It is expressly understood and agreed by the parties hereto that Grantee's responsibilities are contingent upon the actual receipt of adequate federal funds to meet Grantee's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, Grantee shall notify Subrecipient in writing within a reasonable time after such fact is determined. Grantee shall terminate this agreement and will not be liable for failure to make payments to Subrecipient under this agreement.
3. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient, or any portions thereof, which have been paid to Subrecipient or which are subject to payment to Subrecipient, or which have been reimbursed to Subrecipient or which are subject to reimbursement to Subrecipient by any source other than Grantee or Subrecipient.
4. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient which are not allowable costs as set forth in 24 CFR Part 570.207.
5. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient or for any performances rendered by Subrecipient which are not strictly in accordance with the terms of this agreement.
6. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient in the performance of this agreement which have not been billed to Grantee by Subrecipient within (90) days.
7. Grantee shall not be liable for costs incurred or performances rendered by Subrecipient before commencement of this agreement or after termination of this agreement.

1. Subrecipient shall perform all activities in accordance with their budget, the applicable laws and regulations set forth herein; the assurance, certifications, and all other terms, provisions, and requirements set forth in this agreement.
2. Subrecipient shall submit to Grantee such reports on the operation and performance of this agreement on a quarterly basis, first report due the last day of the last week of that reporting quarter; with a comprehensive annual report required at contract expiration.
3. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the parties hereto that if Subrecipient fails to submit to Grantee in a timely and satisfactory manner any report required by this agreement, Grantee may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Subrecipient hereunder. If Grantee withholds such payments, it shall notify Subrecipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by Grantee until such time as the delinquent obligations for which funds are withheld are fulfilled by Subrecipient.
4. Subrecipient shall refund to Grantee any sum of money which has been paid to Subrecipient by Grantee which Grantee determines has resulted in overpayment to Subrecipient, or which Grantee determines has not been spent by Subrecipient strictly in accordance with the terms of this agreement. Such refund shall be made by Subrecipient to Grantee within thirty (30) working days after such refund is requested by Grantee.
5. Subrecipient agrees to comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.
6. Subrecipient agrees to carry out the activities under this agreement in compliance with all Federal laws and regulations described in 24 CFR Chapter 570 subpart K except Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR part 52.

E. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Total Units/Year</u>
Rental Assistance for up to 3 Months per eligible applicant	6-7

Note: Units means the number of unduplicated participants that will benefit from the program.

F. Staffing

Staff related to the entire project:

Staff Member

Mary Simons
Patti Guider

General Program Duties

Executive Director of Open Doors
Client Information and data

G. Performance Monitoring

G. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient for compliance with goals and requirements as required herein once annually or as it deems necessary in accordance with the regulations. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee in writing, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of January, 2016 , and terminate on the 31st day of December 2016. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

III. BUDGET

Line Item:	Amount:
Rental Assistance:	\$8,000.00
Utility Deposit Assistance	\$2,000.00
TOTAL:	\$10,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any changes to this budget must be approved in writing by the Grantee. See "Attachment A", 2016 budget submitted to City of Gulfport by The Open Doors Homeless Coalition.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **\$10,000.00**. Payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

The subrecipient will submit invoices to the grantee for reimbursement. Said invoices shall be accompanied by canceled checks, time sheets, travel vouchers, invoices, and other documentation of expenditures.

Payments may be contingent upon certification of the Grantee's financial management system in accordance with the standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Karen C. McCarty
CD Federal Programs Administrator
P. O. Box 59
Gulfport, MS 39502
(228) 868-5705, Ext: 6545

Mary Simons
Executive Director, Open Doors Homeless Coalition
11975 Seaway Road, Suite B220
Gulfport, MS 39503
(228) 604-2048

VI. SPECIAL CONDITIONS

The Subrecipient agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) and all federal regulations and policies issued pursuant to these regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation insurance, as the Subrecipient is an independent contractor.

C. Indemnity and Release

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this agreement.

The indemnity and release provided herein shall survive the termination or voidance of this agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this contract, as applicable by state law.

E. Insurance

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.

F. Subrecipient Recognition

The Subrecipient shall insure recognition of the role of the Subrecipient agency in providing services through this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph I. A. above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulation, the Grantee may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

The Grantee may also terminate this agreement in the event of an emergency or disaster, whether acts of God, natural or manmade, by giving twenty-four (24) hours notice. The Grantee may give said notice verbally to Subrecipient. Any expenditure incurred prior to receiving notice will be reimbursed; however, in no event shall the Grantee pay any expenses incurred after notice of termination is received by Subrecipient.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required herein, utilizing adequate internal controls, and maintaining necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations", or "cost Principles for Educational Institutions," as applicable; (and if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 86, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments") for all costs incurred whether charged on a direct or indirect basis.

3. Reasonable Costs

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. The question of the reasonableness of specific costs must be scrutinized with particular care in connection with organizations or separate divisions thereof which receive the preponderance of their support from awards made by Federal agencies. In determining the reasonableness of a given cost, consideration shall be given to:

- a. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award.
- b. The restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws and regulations, and terms and conditions of the award.
- c. Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government.
- d. Significant deviations from the established practices of the organization, which may unjustifiably increase the award costs.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not to be limited to:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meet the National Objective of the CDBG program of benefiting low/moderate income persons.
- Records required to determine the eligibility of activities;

- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair Housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property.

Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b)(8), as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused

materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), final close-out reports and determining the custodianship of records.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Budgets/Use of CDBG Funds

The Subrecipient will submit a detailed contract budget for approval by the Grantee. The Grantee and the Subrecipient may agree to revise the budget from time to time. The budget attached hereto and made a part hereof sets forth the proposed use of CDBG funding by the subrecipient.

2. Program Income

The Subrecipient shall report on a quarterly basis 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 Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient 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 balance on hand. All unused 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 is not program income and shall be remitted promptly to the Grantee.

3. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

4. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this contract, based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payment. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with

advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

5. Performance Reports

Subrecipient shall submit to Grantee a Quarterly Performance Report in a format prescribed by Grantee and shall include the amount of funds obligated and expended for each of the eligible activity.

The Quarterly Performance Report is required by the last week of each quarter end, dates specifically March 25th-31st ; June 24th-30th; September 23rd-30th; December 23rd - 27th, 2016) for that quarter's activities with a comprehensive annual report submitted no later 20 days after the end of the contract period or the end of the program period, whichever is earlier.

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets purchased with such funds (unexpended program income, property, equipment, etc.) may revert to the Grantee upon termination of this contract. The Grantee may at its option allow subrecipient continued use of some or all of programmed assets. In the event that the subrecipient is allowed to maintain program assets, an inventory as outlined here and above shall be maintained by subrecipient.

2. OMB Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and shall subsequently follow Property Management Standards as modified by 24 CFR 570.502 (b) (6), covering utilization and disposal of property.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this contract.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606 (b); (b) the requirements of 24 CFR 570.606 (c) governing the

Residential Anti displacement and Relocation Assistance Plan under Section 104 (d) of the HCD Act; and (c) the requirements in 570.606 (d) governing optional relocation policies. (The Grantee may preempt the optional policies.) The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply and to require all subcontractors to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use of occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.706), which prohibits discrimination against the handicapped in any Federally-assisted program. The Grantee shall provide the Subrecipient with any guidelines in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. W/MBE

The Subrecipient will use its best efforts to afford minority-and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs S.A., Civil Rights, and B., Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; and lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

4. Right to Know

Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices. The Subrecipient will comply with the Minnesota Right to Know Act.

5. "Section 3" Clause

A. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 (of the Housing and Urban Development Act of 1968), as amended, 12 U.S.C.1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low-and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low-and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or the neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

B. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract of understanding, if any, a notice advising said labor organization or worker's representative of its

commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

c. Suspension/Disbarment

The Subrecipient shall not enter into any subcontracts with an agency, business or individual that has been suspended or disbarred by the Department of Housing and Urban Development.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that, in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person, who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub-recipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly, and;
- d. Lobbying Certification – Paragraph d

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200 (j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

Clean Air Act, 42 U.S.C., 7401, et seq.

Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Grantee shall assure that, for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24CFR 570608, and 24 CFR Part 35 and will comply with all applicable requirements.

D. Asbestos

Grantee agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61.

E. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedure set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, THE Parties have executed this contract as of the date first written above.

CITY OF GULFPORT

Open Doors Homeless Coalition, Inc.

Billy Hewes, Mayor of Gulfport

Mary Simons, Executive Director

Date

Date

FED. I.D. # 13-4289037

DUNS # 626776277

ATTEST:

Expense	Requested CDBG Funds	Other Funds for Gulfport	Source of Other Funds Gulfport	Other Funds for Other	Source of Other Funds	Total Budget
Personnel		\$	10,000.00	\$	50,000.00	\$ 60,000.00
Operations			Emergency Solutions Grant	\$	12,924.00	\$ 12,924.00
Construction					In-Kind - Private Funding	
Equipment					In-Kind - Private Funding	\$ 3,000.00
Other: Rental Assistance	\$ 8,000.00	\$	8,000.00	\$	22,000.00	\$ 38,000.00
Other: Deposits	\$ 2,000.00	\$	2,500.00	\$	5,500.00	\$ 10,000.00
Data Collection/ Reporting	\$	\$	15,000.00	\$	27,000.00	\$ 42,000.00
Total Budget Expenditures	\$ 10,000.00	\$	35,500.00	\$	120,424.00	\$ 165,924.00

Since January, 2016, the Rapid Rehousing Program administered by Open Doors Homeless Coalition served 199 households, 39 of whom were from the City of Gulfport.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Finance

Date: 10/12/2016

Subject: Resolution - approving Agreement with Automated Merchant Systems, Inc., for credit card services, and authorizing the Mayor to execute the same.

Recommendation:



**MERCHANT PROCESSING AGREEMENT
APPLICATION AND FEE SCHEDULE**

A Registered Service Provider of Merrick Bank Corporation ("Merrick")

PRINT CLEARLY

ASSOCIATE:	ACCOUNT REP: Nancy Murphy 1030	DATE:
-------------------	---------------------------------------	--------------

Corporate/ Legal Name: City of Gulfport	Corporate/ Legal Name: City of Gulfport
Address (Physical Location): 2309 15 th Street	Mailing Address: PO Box 1780
City: Gulfport State: MS Zip: 39501-2067	City: Gulfport State: MS Zip: 39502-1780
Email Address: ghem@gulfport-ms.gov	Website Address: www.gulfport-ms.gov
Contact Name: Ginnie Hem Title: Finance Manager	Contact Name: (Corporate Office, If Applicable) Ginnie Hem Title: Finance Manager
Business Phone #: (228) 868-5704 Fax #: (228) 868-5704	Business Phone #: (228) 868-5704 Fax #: (228) 868-5704

CHAIN MERCHANT ☐ YES ☒ NO	Federal Tax ID Number: 64-6000413
TYPE OF BUSINESS: City Government	BUSINESS LICENSE #:
	NUMBER OF YEARS IN BUSINESS 20+Years

CURRENT PROCESSOR:	POS DEBIT: ☒ NO ☐ YES	NETWORK:
---------------------------	---	-----------------

TRADE REFERENCES:			
Company:	Contact:		
Phone:	Account Type:		
Company:	Contact:		
Phone:	Account Type:		

Authorized Signer (First): MI: Last: Title: Mayor Billy Hewes	Phone Number: (228) 868-5800	Email Address: mayor@gulfport-ms.gov
Alternate (First): MI: Last: Title:	Phone Number:	Email Address:
Alternate (First): MI: Last: Title:	Phone Number:	Email Address:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you open an account, we may ask you for information that will allow us to identify you, including a copy of your driver's license or other identifying documents.

☐ By checking this box, Merchant opts out of receiving future commercial marketing communications from American Express.

THE MERCHANT PROCESSING AGREEMENT IS NOT EFFECTIVE UNTIL SIGNED BELOW:			
Merrick Bank Corporation		Automated Merchant Systems, Inc.	
By:	By:		
135 Crossways Drive North, Suite A Woodbury, NY 11797	600 North Lake Blvd., Suite 230 Altamonte Springs, FL 32701 407-331-5465	Date	Date

The Fee Schedule

You understand and acknowledge that you have elected to participate in the Government and Education Program provided by the Payment Brands (the "Program"). The Program allows registered and approved merchants (approved Merchant IDs or MIDs) to assess a variable service fee (a "Service Fee") on certain debit and credit card transactions. Registration and participation in the Program is subject to approval by the applicable Payment Brands and you acknowledge that you may not be eligible to participate in the Program. If registration and Payment Brand approval is obtained, you agree to comply with all Program requirements. ISO may terminate, amend, modify or otherwise alter this Agreement, the Program, or the structure, nature or amount of the Service Fee at any time with written notice to you. You authorize and direct Member Bank to settle the proceeds received for Service Fees into the ISO's bank account. In the event that you receive any portion of the Service Fees, you agree to promptly pay such amounts to ISO. **Service Fees collected by ISO will be retained by ISO and you will not be responsible for the payment of any Fees or Third Party Costs.** Nothing in this Section shall be deemed to alleviate or reduce any of your other obligations under the Agreement, including, but not limited to, your responsibilities with regard to Penalties and Dispute Items and your obligation to pay early termination fees, if applicable, pursuant to Section 10 of the Payment Processing Agreement.

ISO offers Merchant a Service Fee program for a fixed monthly fee of \$14,500 for a maximum period of twelve (12) months, at which time a traditional Service Fee program with a fee of 3.5% of the value of each transaction will be assessed to the Merchant's customers. This fee includes all processing and card brand fees with the exception of ACH Reject Fees, Chargeback Fees or Optional Reporting Fees.

Chargebacks, ACH Returns and Optional Reporting Item Costs

Chargebacks	ACH Rejects	Optional Reporting Fee
\$ 15.00	\$ 30.00	\$ 8.00 Per User ID

Early Termination Fee See Section 10.

Merchant: _____	

Signature of Authorized Signer	Date

Print Name	Title

MERCHANT SIGNATURE AUTHORIZATION

Name of Entity: City of Gulfport

The undersigned certifies and agrees to as follows:

1. The undersigned and any of the persons identified below are duly authorized to sign this Merchant Processing Agreement and bind the entity indicated above to it. If any official indicated below resigns or is replaced, that official's successor(s) in office shall be deemed to have signed this certification and the Merchant Processing Agreement.
2. The persons listed below are duly authorized to act for and on behalf of the entity indicated above in any manner relating to this Merchant Processing Agreement.
3. Both AMS and Merrick may rely on the authority granted in this certification and the undersigned official represent and warrants that this certification shall remain in full force and effect until revoked upon written notice to AMS.
4. The following are the names, titles and genuine signatures of the persons authorized by this certification:

TITLE	PRINT NAME	SIGNATURE
Mayor	Billy Hewes	

I have subscribed my name as the official indicated above as of _____, _____ (date)

Signature: _____ **Print Name:** _____

Title: _____

MERCHANT INQUIRY:

Has Merchant or Owners/Principals ever been terminated from accepting payment cards from any payment network for this business or any other businesses?

☐ NO ☐ YES (if yes, please explain) _____

How Many Chargebacks Last Year? _____ Total Amount: \$ _____

Please Mark all Card Types Accepted and Initial Here: _____ (initials)

☒ **Debit Cards: V/MC** (consumer signature cards/ all foreign issued cards/ PIN debit cards)

*For Details on how these transactions qualify at each level, please refer to your Operating Procedures Guide.

☒ **Other Cards: V/MC/DISC/AMEX** (business credit/debit, consumer credit, & all foreign issued cards)

This is a Payment Processing Agreement entered into as of the date accepted by ISO (defined below) and is by and among Merrick Bank, a Utah state chartered bank ("Member Bank"), Automated Merchant Systems, Inc. ("AMS") and the governmental entity ("Merchant", "you", "your", "yours" and the like) that signed the attached application included with this Agreement (the "Application"). The term "Agreement", as used herein, shall include the Application, the fee schedule included with this Agreement, as applicable, (the "Fee Schedule"), the terms and conditions set forth below, and all attachments, exhibits, schedules and the like included herewith.

BACKGROUND INFORMATION

Member Bank is a member/acquirer of Visa U.S.A. Incorporated ("Visa"), MasterCard International ("MasterCard"), DFS Services, LLC ("Discover"), is authorized to process and settle certain transactions originated on the American Express Travel Related Services Company, Inc. ("American Express") payment network and is authorized to process Card transactions for such financial institutions and various other payment brands, payment networks and Card issuers (each a "Payment Brand"). For purposes of this Agreement, "Card" means an account, or evidence of an account, authorized and established by a Payment Brand or representatives thereof that merchants accept from their customers as payment for goods or services. Cards include, but are not limited to, credit cards, debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts. Member Bank and AMS have entered into an agreement whereby AMS acts as Member Bank's service provider and provides certain services to you through various third party service providers (AMS and such third party service providers shall hereinafter collectively be referred to as "ISO"). You desire to accept one or more types of Cards issued by a Payment Brand. Member Bank and ISO agree to provide services in accordance with the terms and conditions set forth below. Accordingly, the parties to this Agreement, intending to be legally bound, agree as follows:

OPERATIVE PROVISIONS

1. Services. Member Bank and ISO agree to provide you, at your U.S. locations identified in the Application (as defined below), transaction gateway, processing and/or settlement services (the "Services") in accordance with the terms and conditions of this Agreement. You agree to use Member Bank to sponsor, clear and settle all of your Card transactions. You will be responsible for the installation, servicing and maintenance of the point-of-sale devices and related equipment at your facilities, and will likewise be responsible for the connection of those devices to the Services in compliance with ISO's requirements. ISO hereby grants to you a limited, non-exclusive, non-transferable, revocable, royalty free right, during the Term, to use the Services, subject to the restrictions herein and any other restrictions communicated by ISO to you, solely for your internal use. ISO and its suppliers shall retain title and all ownership rights to the Services and this Agreement shall not be construed in any manner as transferring any rights of ownership or license to the Services or to the features or information therein, except as specifically stated herein. ISO is providing you with information concerning the technical requirements for allowing the Services to send and receive electronic transaction data for authorization and/or settlement from and to ISO. To utilize the Services, you must: (i) provide for your own access to the internet and pay any fees associated with such access, and (ii) provide all equipment necessary for you to make such connection to the internet, including a computer, modem and web browser. If you elect to receive transaction gateway services or certain other services from ISO, you may receive a password when registering for such services. Upon approval, that password will allow you access to those Services. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to immediately notify ISO of any unauthorized use of your password or account or any other breach of security. You shall not: (A) decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer the Services; (B) circumvent any technological measure that controls access to the Services; or (C) use the Services other than pursuant to the terms of this Agreement.

2. Payment Brand Regulations. All Card transactions and this Agreement are subject to, and the parties agree to be bound by, applicable Payment Brand operating rules and regulations ("Payment Brand Regulations"). The Payment Brand Regulations include the Payment Card Industry Data Security Standard, the Consortium Merchant Negative File published by Discover, Discover Information Security Compliance, Visa Cardholder Information Security Program, MasterCard's Site Data Protection Program, and the American Express Data Security Requirements, as may be amended, supplemented or replaced from time to time. A copy of the American Express Data Security Requirements ("DSR") can be obtained online at www.americanexpress.com/dsr. Merchant shall abide by and fully comply with the Payment Brand Regulations, DSS, CISP, SDP, DSR, and any other security requirements. You are responsible for demonstrating your own, your agents, and your services' compliance with Payment Brand Regulations as they may be amended from time to time. ISO is not responsible for providing copies of the Payment Brand Regulations to you, and makes no representations or warranties regarding the accuracy of any summaries of Payment Brand Regulations it may provide. Most Payment Brand Regulations are available online, and ISO will provide you with specific website information upon request. You will comply with all state and federal laws and Payment Brand Regulations, including without limitation laws, rules and regulations regarding disclosure to customers on how and why personal information and financial information is collected and used. Furthermore, you shall comply with all of ISO's policies, procedures and guidelines governing the Services provided hereunder, as may be amended from time to time. You agree not to use, disclose, sell or disseminate any cardholder or card member (as used in and defined by the applicable Payment Brand Regulations, collectively, "Cardholder") information obtained in a Card transaction to any third party other than to, or authorized by, ISO. You agree not to store any Cardholder information obtained in a Card transaction unless specifically permitted to do so under applicable Payment Brand Regulations. You agree that ISO shall not be liable for any improperly processed transaction or third party, illegal or fraudulent access to your account, your IDs and passwords, end-user data or transaction data. ISO is not liable for your non-compliance or any costs of such non-compliance with any Payment Brand Regulation. If there is a conflict between this Agreement and the Payment Brand Regulations, the Payment Brand Regulations will apply. You will pay ISO and Member Bank immediately for all Payment Brand fines, charges, penalties and all other indebtedness levied by any Payment Brand, Card issuer, regulatory authority or other third party that is assessed against, charged to, directly or indirectly incurred or otherwise paid by, ISO and/or Member Bank which are attributable, at Member Bank's discretion, to your Card transaction processing or business, and any other loss, liability, assessment or fine incurred arising out of your breach of this Section (collectively, "Penalties"). You are solely responsible for the security of data residing on the servers owned, controlled or operated by you or a third party designated by you (e.g., a web hosting company or other service provider). You warrant that your servers and electronic systems are secure from breach or intrusion by unauthorized third parties and will hold ISO harmless for a breach of your systems. If there is a security breach of your system and/or access to end-user data or transaction data by an unauthorized third party, you shall immediately notify ISO upon discovery of such breach and shall take such precautions as may be necessary to prevent such breaches from occurring in the future, as required by ISO. You agree that ISO may disclose to any Payment Brand information regarding you and your transactions, and that such Payment Brand may use such information to perform its responsibilities in connection with its duties as a Payment Brand, promote the Payment Brand, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communications purposes within the parameters of the Payment Brand Regulations. A Payment Brand may use the information about you obtained in this Agreement at the time of setup to screen and/or monitor you in connection with Payment Brand marketing and administrative purposes. You agree that you may receive messages from a Payment Brand, including important information about Payment Brand products, services, and resources available to your business. These messages may be sent to your mailing address, phone numbers, email addresses or fax number. You may be contacted at your wireless telephone number and communications sent may include autodialed short message service (SMS or "text") messages or automated or prerecorded calls.

3. Fees. The fees to be charged by Member Bank or ISO to you or your customers for the Services provided to Non-Program Locations are set forth in the Application and Fee Schedule (collectively, the "Fees"). ISO may charge such Fees from time to time upon 10 days prior written notice to you. The Fees do not include, and you hereby agree to pay, all (i) Penalties, (ii) interchange fees, assessments and other third party charges charged to, directly or indirectly incurred or otherwise paid by, ISO and/or Member Bank which are attributable to your Card transactions (collectively, "Third Party Costs"), and (iii) chargebacks of Card transactions, refunds and related interchange fees and assessments (collectively, "Dispute Items"). Interchange fees and assessments charged hereunder will not be credited back to you if a transaction is subsequently reversed or otherwise processed as a credit or chargeback. Third Party Costs for a given Card transaction depends on a number of factors such as the type of Card presented, specific information contained in the Card transaction, how and when the Card transaction is processed and other factors. Payment Brands and other third parties regularly add new Third Party Costs, change the rates for existing Third Party Costs, or change the qualification criteria for existing Third Party Costs. Changes in the way you accept and process Card Transactions, the volume of your Card Transactions, the products and services you provide, and numerous other factors may affect your Third Party Costs.

4. Card Transactions. In addition to the requirements for Card transactions set forth in the Payment Brand Regulations, you agree that you will not, unless authorized to do so under the Payment Brand Regulations, (a) deposit into any bank account owned or controlled by you "Account(s)" any sales or credits for any Card transaction between a Cardholder and an entity other than you; or (b) make a cash disbursement to a Cardholder arising out of a Card transaction or any other use of a Card, or use your personal Card(s) to process transactions using your merchant account with ISO that would constitute a cash advance.

5. Your Bank Account

a. You shall establish, and at all times during the Term, maintain one or more Accounts with one or more banks in order to facilitate payment of amounts due from time to time under this Agreement, which banks and Accounts shall be identified in the Application. To secure the extension of credit and your obligations under this Agreement including, without limitation, your obligation to pay, to the extent applicable, Fees, Third Party Costs, Dispute Items and/or Penalties, you grant to Member Bank and ISO a security interest in your deposited sales and all funds maintained in the Account(s).

b. All credits, charges and debits in connection with Card transactions and other amounts owing under this Agreement shall be made to your Account. You authorize Member Bank, without further notice to you, to credit or debit the Account(s). Any Fees, Third Party Costs, Dispute Items and/or Penalties payable by you pursuant to the terms and conditions of this Agreement not collected by Member Bank or ISO through a debit to the Account, for whatever reason, shall be invoiced to you by Member Bank or ISO and are due upon your receipt of such invoice.

c. If you have more than one deposit account with your banks, any or all of such accounts may be treated as the Account and may be credited, charged or debited in connection with Card transactions and other amounts owing under this Agreement as Member Bank or ISO may determine; provided, that you may designate a particular Account with respect to certain amounts to be credited, charged or debited from time to time by Member Bank in connection with particular Card transactions. Member Bank agrees to comply with such designation so long as the designated Account(s) contain sufficient funds to satisfy such charges or debits.

d. If a debit or chargeback to the Account results in an overdraft, you agree to immediately deposit with your bank an amount sufficient to cover such overdraft and any related service charges or fees.

e. If you desire to change the Account, you shall notify ISO in writing at least ten (10) days prior to the effective date of the change and shall follow ISO's procedures for completing the change.

6. Display of Service Marks, Advertising and Promotional Materials

a. You shall prominently display any service marks, identification logos and any other promotional materials (collectively, the "Service Marks") the ISO furnishes to you to alert Cardholders that Cards will be honored by you. This requirement shall not apply to private clubs or other merchants that do not serve the general public or other class of merchants exempted by a Payment Brand. The Service Marks for each Payment Brand must be at least the dimension of and as prominent as any other card program mark or logo displayed.

b. You may use the Service Marks only to indicate that Cards are accepted by you for payment. You shall not state, imply or use the Service Marks to indicate that ISO or any Payment Brand endorses, sponsors, produces, offers, sells or is affiliated with any of your goods or services.

c. You shall not refer to ISO or any Card or Payment Brand in stating eligibility for your merchandise, services or membership.

d. Your use of the Service Marks of any Payment Brand shall be governed by the Payment Brand's Regulations.

e. Your right to use or display the Service Marks shall continue so long as this Agreement remains in effect, unless ISO directs that such use or display shall cease. You acknowledge that the Service Marks are the property of the applicable Payment Brand and you shall not infringe upon the Service Marks.

f. All point of sale displays or websites must include appropriate Service Marks to indicate acceptance of Cards or Payment Brand approved signage to indicate acceptance of the limited acceptance category you have selected.

7. Term. This Agreement will be effective as of the date it is accepted by Member Bank and ISO and will continue in effect for a term of three (3) years following such date (the "Initial Term"), unless earlier terminated as provided for below. Following the Initial Term, this Agreement will automatically renew for additional one year renewal terms (each, a "Renewal Term"), unless earlier terminated as provided for below. If either party desires not to renew the Agreement at the end of the Initial Term or any Renewal Term, such party must provide written notice to the other parties of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term or Renewal Term, as applicable. Notwithstanding the foregoing, Member Bank may terminate this Agreement for any or no reason with 30 days' notice to you.

8. Events of Default. An "Event of Default" shall mean the occurrence or existence of one or more of the following events or conditions, whatever the reason for such Event of Default and whether voluntary, involuntary or effected by operation of law: (a) you fail to pay any obligation under this Agreement to Member Bank or ISO when due; (b) any representation or warranty made by you under this Agreement, the Application or any financial statement, certificate, report, exhibit or document required to be furnished by you to Member Bank or ISO pursuant to this Agreement shall prove false or misleading in any material respect as of the time when made, including any omission of material information necessary to make such representation, warranty or statement not misleading or the failure to provide required information; (c) you shall default in the performance or observance of any covenant, agreement or duty under this Agreement or any Payment Brand Regulation; (d) you are no longer allowed by a Payment Brand to accept such Payment

Brand's Cards as payment or your name appears on a Payment Brand's terminated merchant file; (e) Member Bank or ISO reasonably conclude that any criminal, fraudulent, unauthorized or suspicious activity has occurred or is imminent with respect to your acceptance of Cards or your performance under this Agreement; (f) there is an unexplained material change in your processed volume, average ticket size or mode of sale; (g) Member Bank or ISO reasonably conclude that there exists a risk of an abnormal level of chargebacks or that you may not fund Fees, Third Party Costs, Dispute Items, or Penalties as they occur; (h) you have defaulted on any obligation for borrowed money and the effect thereof may permit the holder of such indebtedness to accelerate the time when repayment is due; (i) there is an adverse material change in your business, operations, financial condition, properties, assets or prospects; (j) one or more judgments against you for the payment of money remain undischarged, unsatisfied or unstayed for a period of 45 consecutive days; (k) your lender takes possession of your inventory; (l) a writ or warrant of attachment, garnishment, execution, or similar process shall have been issued against you or any of your assets; (m) a proceeding shall have been instituted with respect to you (1) seeking an order for relief or a declaration entailing a finding that you are insolvent or seeking a similar declaration or finding, or seeking dissolution, winding up, charter revocation or forfeiture, liquidation, reorganization, arrangement, adjustment, composition or other similar relief with respect to you, your assets or your debts under any law relating to bankruptcy, insolvency, relief of debtors or protection of creditors, termination of legal entities or any other similar law now or hereafter in effect, or (2) seeking appointment of a receiver, trustee, custodian, liquidator, assignee, sequester or other similar official for you or for all or any substantial part of your assets; or (n) you shall become insolvent, shall become generally unable to pay your debts as they become due, shall voluntarily suspend transaction of your business, shall make a general assignment for the benefit of creditors, shall institute a proceeding described in subsection (m)(1) above, or shall consent to any such order for relief, declaration, finding or relief described therein, shall institute a proceeding described in subsection (m)(2) above, or shall consent to any such appointment or to the taking of possession by any such official of all or any substantial part of your assets, shall dissolve, windup, revoke or forfeit your charter (or other constituent documents) or liquidate yourself or any substantial part of your assets, or shall take any action in furtherance of any of the foregoing; (o) accept a Card for an unlawful Internet gambling transaction; or (p) you fail to become or remain "PCI compliant" (as required under applicable Payment Brand Regulations) and/or you fail to certify such compliance to ISO upon request. You shall notify Member Bank and ISO in writing immediately upon becoming aware of an Event of Default, or an event which, with the passing of time or the giving of notice, or both, would constitute an Event of Default.

9. Remedies Upon Event of Default. Upon the occurrence of any Event of Default, Member Bank and ISO may employ any or all of the following remedies it deems appropriate: (a) terminate this Agreement immediately upon notice to you; (b) without prior notice to you, refuse to accept or revoke acceptance of any sales or credit, or the electronic transmission thereof if applicable, received by Member Bank or ISO on or at any time after the occurrence of any Event of Default; (c) without prior notice to you, Member Bank may debit your Accounts in an amount equal to any amount then owed to Member Bank or ISO; (d) establish a reasonable reserve using your funds in Member Bank's possession to cover foreseeable Fees, Third Party Costs, Dispute Items, Penalties, and Cardholder credits; (e) increase the Fees commensurate with the increased risk; (f) require you to deposit, as cash collateral, such amounts as Member Bank or ISO may require to secure your obligations hereunder; (g) report to one or more credit reporting agencies any outstanding indebtedness to Member Bank or ISO; or (h) take such other action as may be permitted by law.

10. Early Termination Fee. For purposes of this Section 10, a "Early Termination" shall mean: (i) a termination of this Agreement by Member Bank or ISO following an Event of Default specified in Section 8 above (ii); a termination of this Agreement by you for any reason whatsoever, other than following written termination notice given by you pursuant to Section 7 or 12; or (iii) your deposit or submission of any of your Payment Brand branded transactions with any entity other than Member Bank. Your payment of the monthly minimum Fees shall not fulfill your obligation to ISO. The parties agree that the actual damages which will result to ISO from an Early Termination are not readily ascertainable as of the effective date of this Agreement. In addition, you acknowledge and agree that in reliance on this Agreement and other long-term agreements, ISO will incur additional long-term costs, including without limitation, computer hardware, software, and labor. Accordingly, upon the occurrence of an Early Termination, you shall pay to ISO, in addition to all amounts owed for the Services provided to you pursuant to this Agreement, an amount equal to the greater of (i) \$500.00; or (ii) thirty percent (30%) of the average total monthly Fees paid by you (or Service Fees collected by ISO, if applicable) during the preceding 6 months (or shorter period if this Agreement has not been in effect for 6 months), times the number of months, or portion thereof, remaining in the Term resulting from failure to provide timely termination notice as described in Section 7 of this Agreement. The parties intend that this Early Termination fee be in lieu of ISO's lost profits for the remainder of this Agreement, but not in lieu of any other damages to which ISO might otherwise be entitled arising out of your wrongful acts or omissions.

11. Change in Your Business. You shall provide Member Bank and ISO at least thirty (30) days prior written notice of your intent to change in any way the basic nature of your business, including without limitation, a change in the types of merchandise or services sold, or the method of selling such products or services. Upon its receipt of notice of such change, Member Bank and ISO shall have the right to terminate this Agreement without further obligation upon providing thirty (30) days prior written notice to you.

12. Termination by You. You may terminate this Agreement upon thirty (30) days prior written notice to Member Bank and ISO in the event of (a) your receipt of notice of any increase in Fees payable to Member Bank and ISO pursuant to Section 3 hereof (excluding Fee increases pursuant to Section 9); or (b) any material amendment or modification to this Agreement made by Member Bank or ISO pursuant to Section 18 hereof which adversely affects you in any material respect (excluding material amendments or modifications required due to changes to an Payment Brand Regulation or applicable federal, state or local law or regulation). Your right to terminate pursuant to this Section 12 shall expire thirty (30) days following your receipt of notice of any such Fee increase or material amendment or modification. If this Agreement is terminated, regardless of cause, Member Bank may withhold and discontinue the disbursement for all Card transactions in the process of being collected and deposited. If termination is due to the occurrence of an Event of Default or if you otherwise breach this Agreement, you acknowledge that Member Bank or ISO may be required to report your business name and the names and other identification of your principals to the terminated merchant file maintained by the Payment Brands. **You expressly agree and consent to such reporting if you are terminated for any reason requiring listing on the terminated merchant file.** You waive and will hold harmless Member Bank and ISO from any claims that you may raise as a result of Member Bank or ISO terminated merchant file reporting. Further, you will return all Member Bank and ISO property, forms, or equipment. All obligations for transactions prior to termination (including payment for Fees, Third Party Charges, Dispute Items, Penalties and Member Bank's expenses relating to chargebacks) survive termination. Neither Member Bank nor ISO is liable to you for damages (including prospective sales or profits) due to termination. Upon termination, any amounts due to Member Bank or ISO will accelerate and be immediately due and payable, without any notice, declaration or other act whatsoever.

13. Credit Inquiries; Reporting; Financial Statements. You authorize Member Bank and ISO to make any credit inquiries they consider necessary to accept or to renew their acceptance of this Agreement. You also authorize any person or credit reporting agency to compile information to answer such credit inquiries and to furnish such information to Member Bank and ISO. You agree to provide to ISO such financial statements or other information concerning your business or operations as may be requested by ISO from time to time, in appropriate detail, promptly upon request by ISO. Upon request by ISO, you shall furnish to ISO, within 120 days after the end of your fiscal year, an audited financial statement of profit and loss for such fiscal year and an audited balance sheet as of the end of such fiscal year. ISO may, at its discretion, accept unaudited financial statements prepared by a public accounting firm.

14. Representation and Warranties; Disclaimers. You make the following representations and warranties which shall be true and correct on the date of this Agreement and at all times thereafter: (a) all information contained in the Application or any other document delivered to Member Bank and ISO in connection therewith or with this Agreement is true and complete in all material respects; (b) you have the power to execute, deliver and perform this Agreement; (c) this Agreement is duly authorized and will not violate any provisions of law, or conflict with any other agreement to which you are subject or by which your assets are bound; (d) you have all required licenses, if any, to conduct your business and are qualified to do business in every jurisdiction where it is required to do so; and (e) there is no action, suit or proceeding at law or in equity pending, or to your knowledge, threatened, by or against or affecting you which if adversely decided to you would impair your right to carry on your business substantially as now conducted or adversely affect your financial condition or operations in any material respect. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. ISO DOES NOT REPRESENT OR WARRANT THE PRODUCTS AND SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE OR ENTIRELY ERROR-FREE. YOU MAY NOT RELY ON ANY REPRESENTATION OR WARRANTY REGARDING THE SERVICES MADE BY ANY THIRD PARTY IN CONTRAVENTION OF THE FOREGOING STATEMENTS. ISO SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE WITH RESPECT TO THE SERVICES. YOU UNDERSTAND AND AGREE THAT ISO SHALL BEAR NO RISK WITH RESPECT TO YOUR SALE OF YOUR PRODUCTS OR SERVICES INCLUDING, WITHOUT LIMITATION, ANY RISK ASSOCIATED WITH CARD FRAUD, PENALTIES OR CHARGEBACKS. ISO MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, NOR DOES ISO MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH USE OF THE SERVICES.

15. Hold Harmless. To the extent permissible under applicable law, you agree to hold harmless Member Bank and ISO, their respective affiliates, directors, officers, employees and agents from all claims, liabilities, loss, damage, and expenses of any nature (including fees and expenses of legal counsel and costs of litigation) arising from or in connection with: (a) any dispute or claim made by a Cardholder with respect to a Card transaction, including but not limited to, any such dispute concerning the quality, fitness or delivery of merchandise or the performance or quality of services; and (b) your failure to comply with the provisions of this Agreement, Payment Brand Regulations or applicable federal, state or local laws and regulations. You acknowledge and agree that, in addition to clearing and settling Transactions, Member Bank collects fees, costs, and other charges due under this Agreement at ISO's instruction. You agree that Member Bank has no duty to verify, audit, review or otherwise oversee the fees, costs, or other charges that Member Bank collects from you and you hereby release Member Bank, hold Bank harmless from, and agree not to sue Member Bank alleging any overcharges or other billing claims under this Agreement.

16. CHOICE OF LAW; JURISDICTION; WAIVER. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IN WHICH YOU ARE LOCATED. YOU, MEMBER BANK AND ISO HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) AGREE THAT ANY ACTION, SUIT OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT, COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, "RELATED LITIGATION") MUST BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COUNTY AND STATE IN WHICH YOU ARE LOCATED; (B) SUBMIT TO THE JURISDICTION OF SUCH COURTS; (C) WAIVE ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT; (D) WAIVE ANY CLAIM THAT ANY SUCH RELATED LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, AND WAIVE ANY RIGHT TO OBJECT, WITH RESPECT TO ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER YOU OR ISO; (E) CONSENT AND AGREE TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY RELATED LITIGATION BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO YOU AT THE ADDRESS IN THE APPLICATION AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW); AND (E) WAIVE THE RIGHT TO TRIAL BY JURY IN ANY RELATED LITIGATION. THE PREVAILING PARTY IN ANY RELATED LITIGATION SHALL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEY'S FEES, COST AND EXPENSES.

17. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, NO CLAIM MAY BE MADE BY YOU AGAINST MEMBER BANK OR ISO OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS OF ANY OF THEM FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT, COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT UNLESS SUCH CLAIM ARISES FROM THE WILLFUL MISCONDUCT OF THE MEMBER BANK OR ISO AND YOU HEREBY WAIVE, RELEASE AND AGREE NOT TO SUE UPON ANY SUCH CLAIM FOR ANY SUCH DAMAGES, WHETHER SUCH CLAIM PRESENTLY EXISTS OR ARISES HEREFTER AND WHETHER OR NOT SUCH CLAIM IS KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

18. CONFIDENTIAL INFORMATION. You will not use for any purpose other than contemplated by this Agreement, will not disclose to any third party, and will cause your employees, independent contractors, and agents to not use or disclose, any term of this Agreement, the Services, or any information learned about the business practices and ways in which ISO conducts business that is not generally known to others, including without limitation details about the Services, any data or information that is a trade secret or competitively sensitive such as computer software and documentation, data and data formats, and financial information (collectively, "Confidential Information"). You will inform ISO of any request by a court or government agency to disclose such Confidential Information to enable ISO to waive the provisions of this Section or defend the nondisclosure. You will not be obligated to maintain the confidentiality of Confidential Information: (i) you are required to reveal in performing your obligations under this Agreement, (ii) that is or becomes within the public domain through no act of yours in breach of this Agreement, (iii) was legitimately in your possession prior to its disclosure under this Agreement, and you can prove that, or (iv) is required to be disclosed by state or federal law, provided that you provide ISO with notice and an opportunity to oppose the disclosure. In the event of a breach of this section, the parties agree that ISO will suffer irreparable harm, and that the amount of monetary damages would be impossible to calculate. Thus, ISO will be entitled to injunctive relief in addition to any other rights to which it may be entitled, without the necessity of proof of actual damages or the requirement of a bond. This Section will survive termination of this Section.

Terms in Section 19 Below Are Additional Terms Applicable Specifically to American Express Card Acceptance (capitalized terms below not defined elsewhere in the Agreement shall have the meanings assigned in the American Express Network Rules). With respect to participation in an American Express acceptance program, in the event of a conflict between the terms below and other terms of this Agreement, the terms below shall control with respect to American Express transactions only. Merchant shall be bound by American Express Network Rules, including the Merchant Operating Guide, as it may be updated from time to time by American Express: www.americanexpress.com/merchantopguide. In the event of conflict or inconsistency between the Operating Guide and any other relevant document, the Operating Guide will prevail.

19. AMERICAN EXPRESS OPTBLUE® TERMS AND CONDITIONS.

- a. Transaction Data. Merchant authorizes ISO and/or its affiliates to submit American Express Transactions to, and receive settlement on such Transactions from, American Express or Bank on behalf of Merchant.
- b. Marketing Message Opt-Out. Merchant may opt-out of receiving future commercial marketing communications from American Express by contacting ISO. Note that Merchant may continue to receive marketing communications while American Express updates its records to reflect this choice. Opting out of commercial marketing communications will not preclude Merchant from receiving important transactional or relationship messages from American Express.
- c. Conversion to American Express Direct Merchant. Merchant acknowledges that it may be converted from American Express Card OptBlue program to a direct relationship with American Express if and when its Transaction volumes exceed the eligibility thresholds for the OptBlue program. If this occurs, upon such conversion, (i) Merchant will be bound by American Express' then-current Card Acceptance Agreement; and (ii) American Express will set pricing and other fees payable by Merchant.
- d. American Express as Third Party Beneficiary. Notwithstanding anything in the Agreement to the contrary, American Express shall have third-party beneficiary rights, but not obligations, to the terms of this Agreement applicable to American Express Card acceptance to enforce such terms against Merchant.
- e. American Express Opt-Out. Merchant may opt out of accepting American Express at any time without directly or indirectly affecting its rights to accept Cards bearing Marks of other Payment Brands.
- f. Refund Policies. Merchant's refund policies for American Express purchases must be at least as favorable as its refund policy for purchase on any other Card Network, and the refund policy must be disclosed to Cardholders at the time of purchase and in compliance with Law. Merchant may not bill or attempt to collect from any Cardholder for any American Express Transaction unless a Chargeback has been exercised, Merchant has fully paid for such Chargeback, and it otherwise has the right to do so.
- g. Establishment Closing. If Merchant closes any of its Establishments, Merchant must follow these guidelines: (i) notify ISO immediately; (ii) policies must be conveyed to the Cardholder prior to completion of the Transaction and printed on the copy of a receipt or Transaction record the Cardholder signs; (iii) if not providing refunds or exchanges, post notices indicating that all sales are final (e.g., at the front doors, by the cash registers, on the Transaction record and on websites and catalogs); (iv) return and cancellation policies must be clearly disclosed at the time of sale; and (v) for Advance Payment Charges or Delayed Delivery Charges, Merchant must either deliver the goods or services for which Merchant has already charged the Cardholder or issue Credit for any portion of the Transaction for which Merchant has not delivered the goods or services.
- h. Merchant shall not assign to any third party any payments due to it under American Express Card Acceptance, and all indebtedness arising from Transactions will be for bona fide sales of goods and services (or both) at Merchant's business locations and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that the Merchant may sell and assign future Transaction receivables to Member Bank/ISO, its affiliated entities and/or any other cash advance funding source that partners with Member Bank/ISO or its affiliated entities, without consent of American Express. Notwithstanding the foregoing, Member Bank/ISO prohibits Merchant from selling or assigning future Transaction receivables to any third party.
- i. Member Bank/ISO shall have the right to terminate Merchant's participation in American Express Card Acceptance immediately upon written notice to Merchant (i) if Merchant breaches any of the provisions of this Agreement, or (ii) for cause or fraudulent or other activity, or upon American Express' request. In the event Merchant's participation in American Express Card Acceptance is terminated for any reason, Merchant must immediately remove all American Express branding and marks from Merchant's website and wherever else they are displayed.
- j. Merchant must accept American Express as payment for goods and services (other than those goods and services prohibited by these provisions, the Agreement, or the Payment Brand Regulations) sold, or (if applicable) for charitable contributions made at all of its business locations and websites, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's business locations and websites under the Agreement.
- k. In the event that Merchant or Member Bank/ISO is not able to resolve a claim against American Express, or a claim against Member Bank/ISO or any other entity that American Express has a right to join in resolving a claim, the Merchant Operating Guide explains how claims can be resolved through arbitration. Merchant or American Express may elect to resolve any claim by individual, binding arbitration. Claims are decided by a neutral arbitrator.
- l. Any and all Cardholder information is confidential and the sole property of the applicable issuer, American Express or its affiliates. Except as otherwise specified, Merchant must not disclose Cardholder information, nor use nor store it, other than to facilitate Transactions at Merchant's business locations and websites in accordance with the Agreement.
- m. Merchant must ensure that it and any third parties it enlists to facilitate Transactions processing complies with the American Express Technical Specifications (available at www.americanexpress.com/merchantopguide) (valid and accurate data must be provided for all data elements in accordance with the American Express Technical Specifications). Failure to comply with the American Express Technical Specifications may impact Merchant's ability to successfully process Transactions. Merchant may be assessed non-compliance fees if Merchant fails to comply with the Technical Specifications. To ensure compliance with the Technical Specifications, Merchant should work with Member Bank/ISO.
- n. American Express Right to Modify or Terminate Agreement. American Express has the right to modify the Agreement with respect to American Express Card transactions or to terminate Merchant's acceptance of American Express Card transactions and to require ISO to investigate Merchant's activities with respect to American Express Card transactions.

20. MISCELLANEOUS PROVISIONS.

- a. You shall not subcontract, assign or transfer any interest, obligation or right under this Agreement without the prior written consent of Member Bank and ISO. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns. ISO and Member Bank may transfer their respective rights and responsibilities hereunder to another institution authorized by the Payment Brand Regulations to hold such rights without your consent.
- b. This Agreement may be modified by Member Bank to comply with any amendments or additions to the Payment Brand Regulations or as required by applicable law or regulation upon 30 days prior written notice to you.
- c. No party shall, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of their rights under this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.
- d. In order to maintain quality service, Member Bank or ISO may monitor or record your telephone communications.
- e. No party shall be liable for any loss or damage due to causes beyond its control, including earthquake, war, fire, flood, power failure, acts of God or other catastrophes.
- f. Each party and each person signing on behalf of a party represents and warrants that it has the full legal capacity and authority to enter into and perform the obligations of this Agreement without any further approval. Nothing in this Agreement shall be deemed to create a partnership, joint venture or any agency relationship between the parties.
- g. This Agreement and the documents referenced herein constitute the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations are terminated and canceled in their entirety.
- h. If there is any conflict between a part of this Agreement and any present or future Payment Brand Regulation or applicable federal, state or local law or regulation, only the part of this Agreement that is affected shall be modified and that modification shall be limited to the minimum necessary to bring this Agreement within the requirements of the Payment Brand Regulation, law or regulation.
- i. All notices, including invoices, given in connection with this Agreement, shall be in writing and shall be effective upon actual receipt. Notices shall be delivered to the appropriate party at its address set forth on the attached Disclosure Page.
- j. You shall be liable for all taxes, except Member Bank and ISO's income taxes, required to be paid or collected as a result of this Agreement.
- k. All of your obligations, warranties and liabilities incurred or existing as of the date of termination of this Agreement, including without limitation, your obligations with respect to subsequent Fees, Third Party Costs, Penalties or Dispute Items based upon Card transactions incurred prior to termination, shall survive termination and shall continue in full force and effect as if the termination had not occurred. The right to revoke credit as well as hold, retain or set off against amounts due to you, or to debit any of your Account(s), shall survive the termination of this Agreement and shall continue in full force and effect as if termination had not occurred.
- l. No other person or entity may be deemed a third party beneficiary of this Agreement.

Disclosure Page

(Processor Copy)

Member Bank Information

Name: Merrick Bank, a Utah state chartered bank
Address: 135 Crossways Park Drive North, Suite A,
Woodbury, NY 11797
Phone: (800)267-2256

Important Member Bank Responsibilities

1. Member Bank is the **only party** to the Merchant Processing Agreement approved to accept Visa products directly from a Merchant.
2. Member Bank must be a principal (signer) to the Merchant Processing Agreement.
3. Member Bank is responsible for educating the Merchant on pertinent Visa U.S.A. Inc. Operating Regulations with which the merchant must comply.
4. Member Bank is responsible for and must provide settlement funds to the Merchant.
5. Member Bank is responsible for all funds held in reserve that are derived from settlement.

Merchant Information

Merchant Name: City of Gulfport
Merchant Address: 1410 24th Ave
Gulfport, MS 39501-2067
Merchant Phone: (228) 868-5704

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Processing Agreement.
4. Comply with Visa Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure Merchant understands some important obligations of each party.

Merchant's Signature

Date

Merchant's Printed Name & Title

Disclosure Page (Merchant Copy)

Member Bank Information

Name: Merrick Bank, a Utah state chartered bank
Address: 135 Crossways Park Drive North, Suite A,
Woodbury, NY 11797
Phone: (800)267-2256

Important Member Bank Responsibilities

6. Member Bank is the **only party** to the Merchant Processing Agreement approved to accept Visa products directly from a Merchant.
7. Member Bank must be a principal (signer) to the Merchant Processing Agreement.
8. Member Bank is responsible for educating the Merchant on pertinent Visa U.S.A. Inc. Operating Regulations with which the merchant must comply.
9. Member Bank is responsible for and must provide settlement funds to the Merchant.
10. Member Bank is responsible for all funds held in reserve that are derived from settlement.

Merchant Information

Merchant Name: City of Gulfport
Merchant Address: 1410 24th Ave
Gulfport, MS 39501-2067
Merchant Phone: (228) 868-5704

Important Merchant Responsibilities

5. Ensure compliance with cardholder data security and storage requirements.
6. Maintain fraud and chargebacks below thresholds.
7. Review and understand the terms of the Merchant Processing Agreement.
8. Comply with Visa Operating Regulations.

The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure Merchant understands some important obligations of each party.

Merchant's Signature

Date

Merchant's Printed Name & Title

Merrick Bank – Underwriting Checklist

Merchant ID: 317 DBA Name: City of Gulfport
An Volume: _____ Avg Tkt: _____ MCC: _____ Swiped %: _____ MO/TO%: _____ Internet %: _____ Imprint %: _____
Reserve: Yes ☐ No ☒ Terms & Amount _____
☐ Low Volume-Low Risk ☐ High Volume-Low Risk ☐ Low Volume-High Risk ☐ High Volume-High Risk

Core Documentation Requirements for All Accounts:

☐ Signed and Completed Merchant Application	☐ Signed Bank Disclosure
☐ Fee Schedule	☐ Personal Guarantee
☐ Preprinted Check or Bank Reference Letter	☐ Site Survey
☐ MATCH Inquiry	☐ OFAC query
☐ IRS TIN Matching	

☐ Credit Report(s) for Principal(s) with FICO or Beacon scores: _____ Auto Approval: ☐ Yes ☐ No

Additional Required Documents for High Volume- Low Risk Accounts:

- | | | |
|---|----------------------|--|
| ☐ Business Financials | If N/A, check here → | ☐ N/A (Volume less than \$1 Million Monthly) |
| ☐ Business Credit Report | If N/A, check here → | ☐ N/A (May be required at discretion of the Bank) |
| ☐ Personal Financial Statement | If N/A, check here → | ☐ N/A (Business longevity exceeds 1 Year) |
| ☐ Processing Statements | | |

Additional Required Documents for Low Volume-High Risk Accounts:

- | | | |
|--|----------------------|--|
| ☐ Articles of Incorporation | If N/A, check here → | ☐ N/A (Sole Proprietorship or Partnership) |
| ☐ Business Financials | If N/A, check here → | ☐ N/A (Volume less than \$100,000. Monthly) |
| ☐ Business Credit Report | If N/A, check here → | ☐ N/A (Volume less than \$200,000. Monthly) |
| ☐ MO/TO Questionnaire | | ☐ Brochures |

Additional Required Documents for High Volume-High Risk Accounts:

- | | |
|---|--|
| ☐ Business Financials | ☐ Personal Financial Statement of Signor |
| ☐ 3 Months' Bank Statements (Most current) | ☐ 2 Months Processing Statements (Most current) |
| ☐ Primary Supplier Reference (If applicable) | ☐ Executive Summary |
| ☐ Business Credit Report | ☐ Business Credit Report on 'Fulfillment House' |

Internet Questionnaire

Website(s): See Location Form for URL ☐ Website requirements printed out and placed with the file.

Billing Descriptor: _____

Secured Lock ☐ Yes ☐ No

Privacy Policy ☐ Yes ☐ No

Return Policy ☐ Yes ☐ No

Terms and Agreement ☐ Yes ☐ No

URL Re-directs ☐ Yes ☐ No

Site is Informational Only ☐ Yes ☐ No

3rd Party Software Name & Version: _____ PA or PCI DSS Compliant ☐ Yes ☐ No

Gateway: _____ PCI/CISP Compliant ☐ Yes ☐ No

Third Party Servicer: _____ PCI/CISP Compliant ☐ Yes ☐ No

Name of QIR Company: _____ PCI - Certified ☐ Yes ☐ No

Has Merchant validated PCI DSS Compliance? ☐ Yes ☐ No Name of QSA / ASV: Security Metrics

*** Effective 31 January 2017, All merchants must use PCI-certified QIR professionals from the QIR Companies list to install and service POS applications and terminals.**

Unlawful Internet Gambling Enforcement Act (UIGEA)

Prospective merchant presents minimal risk of engaging in Internet gambling ☒ Yes ☐ No

*If 'NO' is checked above, a notarized, written attestation from the merchant must be obtained, specifying that it does not and will not engage in an internet gambling business. This letter must be signed by the contract signor.

Comments and Signature Panel

Waived Items:	

(Print Name, Sign & Date)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
OR									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 10/07/2016

Subject: Resolution - approving Bid Award and Agreement with Pickering Firm, Inc. for construction engineering and inspection services in connection with the Courthouse Rd. Improvements Project, 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 TO APPROVE AWARD TO PICKERING FIRM, INC., FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES IN CONNECTION WITH THE COURTHOUSE ROAD IMPROVEMENTS PROJECT, TO APPROVE CONTRACT BETWEEN THE CITY OF GULFPORT AND PICKERING FIRM, INC., FOR SAID WORK, TO AUTHORIZE 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 make certain improvements to Courthouse Road including the paving of Courthouse Road from Pass Road to Highway 90, the installation of raised medians from Perry Street south to Highway 90 with 4 lanes (2 lanes in each direction), add a continuous 10 foot wide multi-use path for pedestrians and bicyclists on the east side, the addition of landscaping, streetlights, and a pedestrian crossing signal at 33rd Street for Gulfport High School Students; and

WHEREAS, pursuant to authority of this City Council, the City solicited proposals for Construction Engineering and Inspection Services in connection with the aforementioned project and received bids from twelve (12) engineering firms; and

WHEREAS, a selection committee was convened and the proposals were evaluated and scored and the firm with the highest score (295 out of a possible 300) was the Pickering Firm, Inc.; and

WHEREAS, the Council finds that it is in the best interest of the City to award the contract for Construction Engineering and Inspection Services in connection with the aforementioned project to Pickering Firm, Inc., and to approve a contract/agreement with Pickering Firm, 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 proposal of Pickering Firm, Inc., of Biloxi, Mississippi, be and the same is hereby accepted, and that the contract/agreement attached hereto as Exhibit "A" be and the same is hereby approved with an NTE of \$426,377.65 and found to be in the best interest of the City, and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

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

The above and foregoing Resolution, after having been first reduced to writing and 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

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Wayne Miller, P.E., Public Works

Linda Elias, Finance

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

Date: 10/6/16

Re: Recommendation to Approve Construction Engineering and Inspection Services Agreement

- Courthouse Road Improvements Project – U.S. Highway 90 to Pass Road

- Project No. STP-9372-00(009)LPA/106903-701000

Attached for your consideration is the Contract Agreement for Construction Engineering Services with Pickering Firm, Inc. for the referenced project. The cost of these services shall not exceed \$426,377.65. The scope of the services includes, but is not limited to, consulting engineering services for the construction contract, engineering administration of construction, survey work, maintaining daily activity records with quantities of work completed.

This project is designed to pave Courthouse Road from Pass Road to Highway 90, install raised medians from Perry Street south to Highway 90 with 4 lanes (2 lanes in each direction), add a continuous 10 foot wide multi-use path for both walkers and bicyclists on the east side, add landscaping, add streetlights, add a pedestrian crossing signal at 33rd Street for Gulfport High School Students. The total estimated cost of the project is \$5.86 Million. The City's share will be 20% or \$1.17 Million of which \$670,883 is currently funded in the 2012 Paving Bond Issue. At the time that this contract is bid, we will look toward adding additional funds depending on the bid results.

I recommend approval, contingent on the approval of the Mississippi Department of Transportation. Please place this item on the October 18, 2016 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments: 1. Contract Agreement for Construction Engineering Services

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: October 1, 2015

Re: Engineering Services for Courthouse Road Improvement

On September 24, 2015 the City of Gulfport received 12 submissions in response to the above mentioned RFP. The submissions were distributed to the selection committee for review and for the purpose of evaluating the proposals in order to determine if there was a need for an interview, discuss the submission and turn in grading sheets.

The table below represents the points assessed in accordance with the grading criteria as stated in the RFP. The total possible score per category is 300

	Experience	Qualifications	Experience with Public Funding	In-House Capabilities	Size & Capability	TOTAL
Pickering Firm	59	59	58	60	59	295
Michael Baker	58	58	58	55	55	284
Neel Shaffer	59	54	59	59	53	284
A. Garner Russell	58	58	57	56	51	280
Knesal Engr.	58	55	57	56	54	280
Compton Engr.	53	58	54	58	56	279
SSR	52	58	58	54	54	276
Stuart Consulting	53	49	58	54	49	263
Volkert	51	51	53	51	52	258
H. Davis Cole	52	47	58	51	47	255
Covington C & E	51	54	54	48	47	254
MSEG	49	51	52	46	48	246

Based on the grading criteria as presented, the selection committee is requesting your permission to approve an award to Pickering Firm in accordance with the attached rate sheet and service contract.

Thank you for your consideration

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

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

THIS CONTRACT, is made and entered into by and between the **City of Gulfport**, a body Politic of the State of Mississippi (the "LPA"), and, **Pickering Firm, Inc.**(the "CONSULTANT"), a **Corporation** duly registered to do business in the State of Mississippi, whose address for mailing is **126 Rue Magnolia, Biloxi, MS 39530**, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction **Engineering** services for improvements to Courthouse Road from U.S. 90 to Pass Road, which include milling and overlay, installing raised medians from U.S. 90 north to Perry Street, construction of a multi-use path, roadway lighting, traffic signals and other improvements hereinafter called the "PROJECT"; and,

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

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

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

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

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

ARTICLE I. GENERAL RECITALS

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

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

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

ARTICLE II. SCOPE OF WORK

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

ARTICLE III. CONTRACT TERM

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

The construction **Engineering** services of the CONSULTANT under this contract shall start with the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction **Engineering** services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

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

ARTICLE IV. TIME OF PERFORMANCE

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

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or

employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

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

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

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

B. Monthly Billing

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

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

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

C. Record Retention

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

D. Retainage

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

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the

acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

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

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

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

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

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

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

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

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

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

liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

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

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

ARTICLE X. INSURANCE

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

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

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

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

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

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

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

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

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

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

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

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

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

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

ARTICLE XIII. MODIFICATION

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

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

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

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

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

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

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

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

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

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

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

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and

extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

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

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

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

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

ARTICLE XVI. PUBLICATION AND PUBLICITY

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

that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

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

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

ARTICLE XVII. CONTRACT DISPUTES

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

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

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

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

ARTICLE XIX. WAIVER

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

ARTICLE XX. SEVERABILITY

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

ARTICLE XXI. ENTIRE AGREEMENT

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

ARTICLE XXII. CONFLICT OF INTEREST

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

ARTICLE XXIII. AVAILABILITY OF FUNDS

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

ARTICLE XXIV. STOP WORK ORDER

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

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

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

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

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

CITY OF GULFPORT:

For Contractual Matters:
Mayor Billy Hewes
2309 15th Street
Gulfport, MS 39501
Telephone: 228.868.5700
Facsimile: 228.868.5800
Email: mayoroffice@gulfport-ms.gov

For Technical Matters:
Robert K. Riemann, P.E.
4050 Hewes Avenue
Gulfport, MS 39507
Telephone: 228.868.5740
Facsimile: 228.868.5822
Email: kriemann@gulfport-ms.gov

PICKERING FIRM, INC.:

For Contractual Matters:
Richard C. Ferguson, P.E.
2001 Airport Road, Suite 201
Flowood, MS 39232
Telephone: 601.956.3663
Facsimile: 601.956.7817
Email: rferguson@pickeringfirm.com

For Technical Matters:
Frank Parker, P.E.
126 Rue Magnolia
Biloxi, MS 39530
Telephone: 228.432.5925
Facsimile: 228.432.5928
Email: fparker@pickeringfirm.com

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

P.E. #12953

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

P.E. #13381

ARTICLE XXVI. AUTHORIZATION

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

WITNESS this my signature in execution hereof, this the ____ day of _____, 2016.

CITY OF GULFPORT

Chief Administrative Official Mayor Billy Hewes

WITNESS this my signature in execution hereof, this the 3rd day of October, 2016.

PICKERING FIRM, INC.

BY: 
Rick Ferguson

ATTEST: 
(for CONSULTANT)

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

LIST OF EXHIBITS

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

EXHIBIT 1

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

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

**CERTIFIED COPY OF RESOLUTION ADOPTED
AT A REGULAR MEETING OF THE
BOARD OF DIRECTORS OF PICKERING, INC.
April 18, 2016**

I, Catherine A. Crawford, hereby certify that I am duly elected and qualified Secretary of Pickering, Inc. (the "Corporation"); that the following resolution was adopted in accordance with the By-Laws of the Corporation and the laws of the State of Tennessee at a regular meeting of the Board of Directors of the Corporation duly called, held and convened on the 18th day of April, 2016, a quorum of the Directors being present and acting throughout the entire meeting; and that said resolution is now in full force and effect:

WHEREAS, the Corporation is desirous of entering into Engineering Agreements and/or amendments and modifications thereto ("Agreements") with the Mississippi Department of Transportation from time to time for the performance of certain professional engineering services, either directly or through its wholly owned subsidiary Pickering Firm, Inc.; and

WHEREAS, the Mississippi Department of Transportation requires a Special Resolution of the Board of Directors authorizing (1) the Corporation to enter into aforesaid Agreements and (2) empowering specific corporate officers to execute aforesaid Agreements;

RESOLVED, that the Corporation be and is hereby authorized to enter into aforesaid Agreements and that Michael E. Pohlman, President, Pickering, Inc. and Nat Whitten, Principal, Pickering, Inc., Curt Craig, Principal, Pickering, Inc. and Rick Ferguson, Principal, Pickering, Inc. be and are hereby empowered to execute said Agreements on behalf of the Corporation or its subsidiary companies (Pickering Firm, Inc., Pickering Builders, Inc., etc.).

IN WITNESS WHEREOF, I hereunto subscribe my name as Secretary this 18th day of April, 2016


Catherine A. Crawford
Secretary


Attest

EXHIBIT 2

Scope of Work

INTRODUCTION

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

ENGINEERING ADMINISTRATION:

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

CONSTRUCTION ENGINEERING SERVICES:

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

A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project **Engineer** and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The **Engineer's** daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

C. **Susurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of

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

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

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

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

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

I. General:

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

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

A. Schedules:

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

B. Conferences and Meetings:

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

C. Liaison:

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

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

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

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

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

Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

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

I. Reports:

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

J. Payment Requests:

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

K. Certificates, Maintenance and Operation Manuals:

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

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.

- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project **Engineer**:

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

EXHIBIT 3

FEEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of \$426,377.65 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

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

Payroll Additive & Overhead:

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

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

Direct Costs:

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

Labor Hour / Unit-cost Rates:

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

Table 1: Rate Schedule for Labor Hours

PERSONAL NAME	LABOR CLASSIFICATION	2017 LOADED RATE	2018 LOADED RATE
Rick Ferguson, P.E.	Project Manager	\$160.70	\$168.72
Jeff Green, P.E.	Senior Construction Engineer	\$142.72	\$149.88
Frank Parker, P.E.	Project Engineer	\$122.95	\$129.10
	Senior Engineer	\$121.08	\$127.15
	Engineer	\$104.63	\$109.86
	Survey Manager	\$101.80	\$106.90
	Project Surveyor	\$97.64	\$102.52
	Inspector	\$87.44	\$91.82
	Inspector (Overtime)	\$101.50	\$106.59
	Survey Crew Chief	\$64.52	\$67.76
	Instrument Man	\$38.87	\$40.83

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed **\$426,377.65** (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
\$386,487.24	\$11,070.00	\$28,820.41	\$426,377.65

EXHIBIT 4

SAMPLE INVOICE [Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD , 20 THROUGH , 20
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED , 20 , AS RELATES TO
PROJECT NO. - - - - - IN COUNTY, HIGHWAY .

CONSULTANT:

CUSTOMER NUMBER 0000000000 FILE NO. 000-000000

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

AMOUNT DUE THIS INVOICE: \$

NOTE:

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

SUPPORTING DATAProject No. 00-0000-00-000-00
County _____

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

EXHIBIT 5

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

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

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

SO CERTIFIED this 3rd day of October, 2016.

PICKERING FIRM, INC.

BY: *Rick Ferguson*
Rick Ferguson

ATTEST: _____

My Commission Expires:



Patricia Joiner
Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

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

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

SO CERTIFIED this _____ day of _____, 2016.

CITY OF GULFPORT

BY: _____
Mayor Billy Hewes

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

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

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

132238

EEV* Company Identification Number [Required]

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

BY: Rick Ferguson 10/3/16
Authorized Officer or Agent Date

Rick Ferguson, P.E. Principal
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 3rd day of October, 2016.


Patricia Joines
NOTARY PUBLIC
My Commission Expires: 9-3-19

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

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

Courthouse Road From U.S. 90 To Pass Road

Prepared for:
Mississippi Department of Transportation

Project Number:
STP-9372-00(009)LPA/106903-701000
City Of Gulfport, MS

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

Date Submitted:
Date Revised:

October 3, 2016

Cost Summary

Courthouse Road From U.S. 90 To Pass Road

Construction Engineering & Inspection Services

Pickering Firm, Inc.

Labor Costs

CE&I Services	\$	386,487.24
---------------	----	------------

Direct Costs

CE&I Services	\$	11,070.00
---------------	----	-----------

Subtotal	Pickering Firm, Inc.	\$ 397,557.24
----------	-----------------------------	----------------------

Terracon Consultants, Inc.

Labor Costs

Testing Services	\$	20,833.53
------------------	----	-----------

Direct Costs

CE&I Services	\$	7,986.88
---------------	----	----------

Subtotal Cost	Terracon Consultants, Inc.	\$ 28,820.41
---------------	-----------------------------------	---------------------

PROJECT TOTAL COSTS	\$ 426,377.65
----------------------------	----------------------

Back-up must be provided for all SubConsultants
If additional sheets are required, Consultant will be responsible for accuracy

2017 BILLING RATE TABLE

Pickering Firm, Inc.

Construction Engineering & Inspection Services

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

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Project Manager	\$ 51.68	\$ 91.80	\$ 17.22	\$ 160.70
Senior Construction Engineer	\$ 45.90	\$ 81.53	\$ 15.29	\$ 142.72
Project Engineer	\$ 39.54	\$ 70.23	\$ 13.17	\$ 122.95
Senior Engineer	\$ 38.94	\$ 69.17	\$ 12.97	\$ 121.08
Engineer	\$ 33.65	\$ 59.77	\$ 11.21	\$ 104.63
Survey Manager	\$ 32.74	\$ 58.16	\$ 10.91	\$ 101.80
Project Surveyor	\$ 31.40	\$ 55.78	\$ 10.46	\$ 97.64
Inspector	\$ 28.12	\$ 49.95	\$ 9.37	\$ 87.44
Survey Crew Chief	\$ 20.75	\$ 36.86	\$ 6.91	\$ 64.52
Instrument Man	\$ 12.50	\$ 22.20	\$ 4.16	\$ 38.87

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Inspector	\$ 28.12	\$ 49.95	\$ 9.37	\$ 101.50

² Approved by MDOT

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

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

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

2017 HOUR DISTRIBUTION / LABOR COSTS

Pickering Firm, Inc.

Construction Engineering & Inspection Services

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

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Project Manager	8	8	8	8	8	8	8	8	8	8	8	8	8	96	\$ 160.70	\$ 15,426.88
Senior Construction Engineer	4	4	4	4	4	4	4	4	4	4	4	4	4	48	\$ 142.72	\$ 6,850.75
Project Engineer	4	80	80	80	80	80	80	80	80	80	80	80	80	884	\$ 122.95	\$ 108,685.93
Senior Engineer	4	4	4	4	4	4	4	4	4	4	4	4	4	48	\$ 121.08	\$ 5,811.95
Engineer	4	4	4	4	4	4	4	4	4	4	4	4	4	48	\$ 104.63	\$ 5,022.39
Survey Manager		2	2	2	2	2	2	2	2	2				16	\$ 101.80	\$ 1,628.86
Project Surveyor		4	4	4	4	4	4	4	4	4				32	\$ 97.64	\$ 3,124.38
Inspector	4	160	160	160	160	160	160	160	160	160	160	160	80	1684	\$ 87.44	\$ 147,245.43
Survey Crew Chief		8	8	8	8	8	8	8	8	8				64	\$ 64.52	\$ 4,129.36
Instrument Man		8	8	8	8	8	8	8	8	8				64	\$ 38.87	\$ 2,487.56
	6	7	11	15	19	20	21	21	20	16	11	5				
Labor Subtotal (Regular)															\$ 300,413.50	

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

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Inspector		20	20	40	40	40	40	40						240	\$ 101.50	\$ 24,359.50
Labor Subtotal (Overtime)															\$ 24,359.50	

CONTRACTOR'S Project Completion Time: 178 Working Days
Construction Cost Estimate: \$4,878,069.50

2018 BILLING RATE TABLE

Pickering Firm, Inc.

Construction Engineering & Inspection Services

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

REGULAR BILLING TIME

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

OVERTIME BILLING RATES ***

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

² Approved by MDOT

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

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

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

2018 HOUR DISTRIBUTION / LABOR COSTS

Pickering Firm, Inc.

Construction Engineering & Inspection Services

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

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Project Manager	8	8	8											24	\$ 168.72	\$ 4,049.28
Senior Construction Engineer	4	4	4											12	\$ 149.88	\$ 1,798.51
Project Engineer	80	80	80											240	\$ 129.10	\$ 30,985.11
Senior Engineer	4	4	4											12	\$ 127.15	\$ 1,525.75
Engineer	4	4	4											12	\$ 109.86	\$ 1,318.28
Survey Manager														0	\$ 106.90	\$ -
Project Surveyor														0	\$ 102.52	\$ -
Inspector	80	80	80											240	\$ 91.82	\$ 22,037.34
Survey Crew Chief														0	\$ 67.76	\$ -
Instrument Man														0	\$ 40.83	\$ -
															Labor Subtotal (Regular) \$ 61,714.24	

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

OVERTIME HOURS ONLY

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

CONTRACTOR'S Project Completion Time: 178 Working Days

Construction Cost Estimate: \$4,878,069.50

DIRECT COSTS *****

Pickering Firm, Inc.

Construction Engineering & Inspection Services

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
Project Manager			\$ 1,080.00			\$ 1,080.00
Senior Construction Engineer						\$ -
Project Engineer			\$ 2,430.00			\$ 2,430.00
Senior Engineer						\$ -
Engineer			\$ 1,080.00			\$ 1,080.00
Survey Manager						\$ -
Project Surveyor						\$ -
Inspector			\$ 5,400.00			\$ 5,400.00
Survey Crew Chief			\$ 1,080.00			\$ 1,080.00
Instrument Man						\$ -
#REF!						\$ -
TOTAL						\$ 11,070.00

***** Detail breakdown of Direct Costs

Project Manager: 2,000 miles at \$.54 per mile	\$ 1,080.00
Project Engineer: 4,500 miles at \$.54 per mile	\$ 2,430.00
Engineer: 2,000 miles at \$.54 per mile	\$ 1,080.00
Inspector: 10,000 miles at \$.54 per mile	\$ 5,400.00
Survey Crew Chief: 2,000 miles at \$.54 per mile	\$ 1,080.00

ESTIMATED MAXIMUM FEE FOR TESTING SERVICES

Project Name

Courthouse Road From U.S. 90 to Pass Road

MDOT Project No.

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

Testing Firm Name

Terracon Consultants, Inc.

MDOT District Material Engineer Approval Date for the S&T Report

Overhead Rate

189.360%

Profit

12.000%

Classification	Raw Wage Rate	Audited OH Rate	Profit	Regular Billing Rate
Sr. Project Manager	\$ 57.93	\$ 109.70	\$ 20.12	\$ 187.74
Project Manager	\$ 42.07	\$ 79.66	\$ 14.61	\$ 136.34
Project Engineer	\$ 34.90	\$ 66.09	\$ 12.12	\$ 113.11
Technician	\$ 20.10	\$ 38.06	\$ 6.98	\$ 65.14
Admin. Assistant	\$ 26.68	\$ 50.52	\$ 9.26	\$ 86.47

LABOR COSTS

	Hours	Regular Billing Rate	Total
Sr. Project Manager	5	\$ 187.74	\$ 938.71
Project Manager	10	\$ 136.34	\$ 1,363.42
Project Engineer	3	\$ 113.11	\$ 339.32
Technician	266	\$ 65.14	\$ 17,327.43
Admin. Assistant	10	\$ 86.47	\$ 864.65

SUBTOTAL - LABOR COSTS

294 \$ 20,833.53

FIELD AND LABORATORY**Borrow / Unclassified Excavations**

	Quantity	Unit	Unit Cost	Total Cost
Proctor (Standard) MT- 8	4	Each	\$ 145.00	\$ 580.00
Atterberg Limits T 89 and T 90	4	Each	\$ 46.00	\$ 184.00
% Finer Than the No. 200 Sieve T 11	4	Each	\$ 46.00	\$ 184.00
Soil Density (Nuclear Gauge Rental)	20	Day	\$ 25.00	\$ 500.00

Pavement, Curbs, and Gutters

Comprehensive Strength T22	144	Each	\$ 15.00	\$ 2,160.00
Gradation T311	6	Each	\$ 175.00	\$ 1,050.00
Asphalt Testing and Core Density	51	Each	\$ 50.00	\$ 2,550.00
Aggregate Density (Nuclear Gauge Rental)	8	Each	\$ 25.00	\$ 200.00

SUB-TOTAL - FIELD AND LABORATORY

\$ 7,408.00

EXPENSE ITEMS

	Quantity	Unit	Rate	Total Cost
Automobile Travel (Estimated 134 Trips at 8 Miles R/T from Biloxi to Gulfport)	1072	Miles	\$ 0.54	\$ 578.88

SUB-TOTAL - EXPENSE ITEMS

\$ 578.88

TOTAL PROPOSED FEE**\$28,820.41****NOTES:**

The above quantities are based on our understanding that limited testing will be required for the project. We have estimated that 134 trips to the project site would be required. Four (4) trips would be required to pick up soil and aggregate samples, 26 trips would be required for density testing of soil and aggregate materials, 8 trips for asphalt coring, 48 trips would be required for all concrete placement, and 48 trips would be required to retrieve the concrete cylinders for compressive strength testing. We have estimated 8 miles would be required for the roundtrip for each trip. We have also estimated 28 hours clerical and engineering that would be required for the project. We understand that 1 set of 5 compressive strength tests would be required for each concrete placement.

Technician Trip and Hourly Summary

Description	Trips	Hours/Trip	Hours
Soil and Aggregate Sample Pickup	4	1	4
Soil and Aggregate Density Testing	26	3	78
Asphalt Testing	8	5	40
Concrete Testing	48	2	96
Concrete Cylinder Pickup	48	1	48
Totals	134		266



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ryan Merrill, Budget Analyst
Public Works

Date: 10/07/2016

Subject: Resolution - authorizing work under the Gulfport Repair and Replacement Unit Contract with Knowles Construction, Inc., 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
TO authorize work under the Gulfport Repair and Replacement Unit Price Contract
WITH KNOWLES CONSTRUCTION, INC., FOR THE GULFPORT REPAIR AND
REPLACEMENT, UNIT PRICE PROJECT, TO AUTHORIZE THE MAYOR TO
EXECUTE SAID CHANGE ORDER, AND FOR RELATED PURPOSES**

WHEREAS, Knowles Construction, Inc., was awarded the contract for the Gulfport Repair and Replacement, Unit Price Project located in the City of Gulfport; and

WHEREAS, per the terms of the Unit Price Contract authorization of the City Council must be obtained prior to initiating work under the Unit Price Contract that will exceed \$250,000.00; and

WHEREAS, the Department of Public Works desires to undertake the Highway 49 Sewer Project (Flat Branch to South Swan Road) the cost of which will, based on the engineering estimate, exceed the \$250,000.00 threshold found in the Unit Price Contract; and

WHEREAS, the Director of Public Works, Wayne Miller, has requested authorization in the Memorandum attached as part of collective Exhibit “A” and the Purchasing Manager, Connie Debenport, has recommended approval of the request as per her Memorandum attached as part of collective 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 Highway 49 Sewer Project (Flat Branch to South Swan Road) be and the same is hereby authorized, under the Unit Price Contract, in an amount in excess of the \$250,000.00 threshold found therein.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 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: October 7, 2016

**Re: Unit Price Contract – Hwy 49 Sewer Project
Flat Branch to South Swan Road
Department of Public Works**

The Department of Public Works is requesting your permission to issue a Purchase Order to the current Unit Price Contractor, Knowles Construction in the amount of \$312,812.00. Currently, the contract has a not to exceed dollar amount of \$250,000.00 per project unless prior approval has been given.

I have attached letter of request from Wayne Miller as well as a copy of the quote from the unit price tabulation sheet. It is my recommendation that you approve this request. Thank you for your consideration.

Memorandum – City of Gulfport

PUBLIC WORKS

TO: Connie Debenport, Purchasing

CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Linda Elias, Comptroller
Kris Riemann, P.E., Director of Engineering
Mark Kraninger, Assistant Director of Public Works

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

DATE: October 07, 2016

RE: **Highway 49 Sewer Project from Flat Branch to South Swan Road**
• Request Permission to Complete Construction Using Gulfport Repair & Replacement Unit Price Project

I request permission to complete the Highway 49 Sewer Project from Flat Branch to South Swan Road using the current Repair and Replacement Unit Price Project Contract with Knowles Construction, Inc. The project is designed to replace 3,342 L.F. of 8-inch sewer pipe and install 10 manholes. The engineering estimate is \$312,812.00. Currently, the Unit Price Contract has a cost of \$175.00 per linear foot to install a 6" sewer service. Mr. Knowles has agreed to reduce the amount to \$65.00 per linear foot which is a savings to the City of \$45,100.00.

This project is part of the utility re-location for the Highway 49 Road Widening Project and is scheduled to be complete by December 31, 2016.

The contract requires that any project over \$250,000.00 be approved in advance by the Mayor and City Council. Utilizing this in place contract will help expedite the construction of this project. The City has currently budgeted \$400,000.00 as adopted in the FY 2017 Budget. I request permission to use the unit price project up to the budgeted amount of \$400,000.00 to complete this sewer installation.

Please place this item on the October 18, 2016 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

2015-2016 GULFPORT REPAIR AND REPLACEMENT
UNIT PRICE PROJECT
Work Authorization No. 13
Knowles Construction #2219 – Council Approved 6-16-2015

Location: HIGHWAY 49 FROM FLAT BRANCH TO SOUTH SWAN ROAD

Scope: REPLACE 3342 LF OF GRAVITY SEWER

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1.01A	SELECT BACKFILL, SAND, ALL DEPTHS (FM)*	3200	CY	\$14.00	\$44,800.00
1.05	SIZE II STABILIZER AGGREGATE COURSE (GRAVEL) (FM)	100	CY	\$35.00	\$3,500.00
3.01C	8" PVC SEWER PIPE (8'-10')	914	LF	\$28.00	\$25,592.00
3.01D	8" PVC SEWER PIPE (10'-12')	748	LF	\$40.00	\$29,920.00
3.01E	8" PVC SEWER PIPE (12'-14')	653	LF	\$50.00	\$32,650.00
3.01F	8" PVC SEWER PIPE (14'-16')	1027	LF	\$100.00	\$102,700.00
3.02B	6" SEWER SERVICE (INCLUDE CLEANOUT AND PAD)	410	LF	\$65.00	\$26,650.00
3.03C	48" SEWER MANHOLE, 8.1'-12.0' CUT (INCLUDE CASTING)	2	EA	\$3,500.00	\$7,000.00
3.03D	48" SEWER MANHOLE, 12.1'-16.0' CUT (INCLUDE CASTING)	8	EA	\$5,000.00	\$40,000.00
TOTAL					\$312,812.00

* ITEM INCLUDING ON WORK AUTHORIZATION AS A CONTINGENCY AND TO BE USED AT THE DIRECTION OF THE ENGINEER.

TIME: IT IS ESTIMATED THAT THE WORK WILL NOT REQUIRE MORE THAN THIRTY (30) CALENDER DAYS.

AUTHORIZATION:

Wayne E. Miller

CITY OF GULFPORT

DATE:

10-7-16

AUTHORIZATION:

James Knowles

CONTRACTOR

KNOWLES CONSTRUCTION INC.

DATE:

10/7/16



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 09/30/2016

Subject:

Resolution - approving Supplemental Agreement #1 from Construction Engineering Services regarding the 28th Street Widening Project, Phase 2 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
TO APPROVE SUPPLEMENTAL AGREEMENT #1 (CHANGE ORDER #1) TO
AGREEMENT WITH A. GARNER RUSSELL & ASSOCIATES, INC., FOR THE
WIDENING OF 28TH STREET PROJECT, TO AUTHORIZE THE MAYOR TO
EXECUTE SAID SUPPLEMENTAL AGREEMENT (CHANGE ORDER), AND FOR
RELATED PURPOSES**

WHEREAS, A. Garner Russell & Associates, Inc., was awarded the contract for Construction Engineering Services in connection with the Widening of 28th Street (22nd Avenue to 34th Avenue) Project located in the City of Gulfport; and

WHEREAS, certain and various changes to the contract as more fully set forth in the attached Supplemental Agreement #1 (Change Order #1) (which is attached hereto as a part of Exhibit “A”), resulting in an INCREASE contract time (37 days) and in contract cost (\$61,166.12) as more fully described in the memorandum from City Engineer Kris Riemann; and

WHEREAS, the City Engineer has recommended approval of Supplemental Agreement #1 (Change Order #1); and

WHEREAS, approval of Supplement Agreement #1 is in the best interest of the City of Gulfport.

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

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

SECTION 2. That Supplemental Agreement #1 (Change Order #1) to the City's contract with A Garner Russell & Associates, Inc., be and it is hereby approved in the form as is found in Exhibit "A" to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That the proposed changes to the contract are necessary and/or incidental to the completion of the work as originally bid, are not outside the scope of the original contract, are commercially reasonable and not made to circumvent the public purchasing statutes.

SECTION 4. That the INCREASE in days and cost are reasonable in light of all relevant facts and circumstances.

SECTION 5. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

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

Date: October 5, 2016

**Re: Request to Approve Change Order/Supplemental Agreement #1
Contract Agreement with A. Garner Russell
28th Street Improvements (22nd Avenue to 34th Avenue)
Project STP-9098-00(002) LPA/105418-70100**

Please see attached letter of recommendation from Kris Riemann, Director of Engineering requesting approval of the Change Order/Supplemental Agreement #1 in the amount of \$61,166.12. This is required to provide CE&I services for work related to preparation, submittal and handling of the Contractor's Supplemental Agreement No. 1, including review of Contractor's price for minor alterations to the contract, review of Contractor's claims for delays and an increase in Contract Time of 37 days.

Original Contract Amount	\$342,310.65
Change Order/Supplement Agreement #1	\$61,166.12
Total Contract Price	\$403,476.77

Thank you for your consideration.

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes Wayne Miller, P.E., Public Works
Dr. John Kelly, CAO Linda Elias, Finance

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

Date: 9/29/16

Re: **Recommendation to Approve Supplemental Agreement #1 for Construction Engineering Services**

- A. Garner Russell & Associates, Inc.
- Widening of 28th Street (22nd Avenue to 34th Avenue)
- Project No. STP-9098-00(002) LPA/105418-701000

Attached for your consideration is Supplemental Agreement #1 for Construction Engineering Services with A. Garner Russell & Associates, Inc. for the referenced project in the additive amount of \$61,166.12. This supplemental agreement is necessary to provide CE&I services for work related to preparation, submittal, and handling of the Contractor's Supplemental Agreement No. 1, including review of Contractor's price for minor alterations to the contract, review of Contractor's claims for schedule delays, and increase in Contract Time of 37 productive days, and other miscellaneous related items. The Engineer's role must continue and has taken additional time to get the contractor and MDOT to approve supplemental agreement No. 1.

This project is designed to widen 28th Street from 22nd Avenue to 34th Avenue from 2 lanes to 5 lanes. The project is funded 80% by the Mississippi Department of Transportation and 20% by the City of Gulfport and the contract is under construction. Funds are available for the City's share of \$12,233.22 in the current budget.

I recommend approval, contingent on the approval of the Mississippi Department of Transportation. Please place this item on the October 18, 2016 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments:

1. David Ball, P.E., Letter dated 9/29/16
2. Supplemental Agreement #1



A. GARNER RUSSELL & ASSOCIATES, INC. / CONSULTING ENGINEERS

520 33RD STREET
GULFPORT, MS 39507

TEL (228) 863-0667
FAX (228) 863-5232

RECEIVED
09/28

September 28, 2016

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

RE: STP-9098-00(002) LPA/105418-701000
28th Street Improvements (22nd Avenue to 34th Avenue)

Dear Mr. Riemann:

Please find attached three partially executed copies of proposed Supplemental Agreement No. 1 for the above referenced project for the City's review and concurrence. If acceptable, please forward all three copies to David Seyfarth along with a request for review and concurrence from MDOT. Upon their approval, two originals will be returned to you for execution by the City.

If you have any questions or need additional information, please contact me.

Sincerely,

David Ball, P.E.

DB:1616

Created – 11/01/08

Revised – 02/11/15

Construction Engineering and Inspection Contract Supplemental Agreement boilerplate

Between the
City of Gulfport
And

A. Garner Russell & Assoc., Inc.

SUPPLEMENTAL AGREEMENT NO. 1

28th Street Improvements (22nd Avenue to 24th Avenue)
Harrison
Project No. STP-9098-00(002)LPA/105418-701000

WHEREAS, A. Garner Russell & Assoc., Inc. (the CONSULTANT) entered into the Construction Engineering & Inspection Contract with the City of Gulfport (the LPA) on the 18th of November, 2014, to perform Construction Engineering & Inspection services in accordance with Exhibit 2 of the contract, as provided for in Project No. STP-9098-00(002)LPA/105418-701000 (the PROJECT); and,

WHEREAS, the CONSULTANT has been requested to provide CE&I services resulting from a change in the scope of the project; and,

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

WHEREAS, the CONSULTANT agrees to perform the Extra Work for an additional cost not to exceed \$61,166.12;

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

Scope-Of-Work

The CONSULTANT has been requested to provide additional services related to the PROJECT which include:

Providing CE&I services for work related to preparation, submittal, and handling of Contractor's Supplemental Agreement No. 1, including review of Contractor's price for minor alterations to the Contract, review of Contractor's claims for schedule delays, an increase in Contract Time of 37 productive days, (an increase of approximately 22% to the overall contract time), and other miscellaneous related items.

The Maximum Allowable Cost shall be amended to add the sum of \$61,166.12 so the revised total Maximum Allowable Contract Costs is \$403,476.77. The new Maximum Allowable Cost is delineated below in the Schedule.

Created – 11/01/08

Revised – 02/11/15

Construction Engineering and Inspection Contract Supplemental Agreement boilerplate

Schedule:

	Labor	Direct Cost	Subconsultants	Total
Original	\$301,238.64		\$41,072.01	\$342,310.65
SA #1	\$61,166.12			\$61,166.12
Totals	\$362,404.76		\$41,072.01	\$403,476.77

The effective date of this Supplemental Agreement is August 1, 2016.

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

Dated, the _____ day of _____, 2016.

City of Gulfport

Mayor Billy Hewes

Dated, the 27 day of Sept., 2016.

A. Garner Russell & Assoc., Inc.



Douglas K. Rackley, P.E.

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

28th Street Widening and Improvements

Prepared for:

Mississippi Department of Transportation

Project Number:

STP-9098-00(002)LPA/105418-701000

Gulfport, MS

Prepared by: **A. Garner Russell & Assoc., Inc.**

Date Submitted:

September 28, 2016

Date Revised:

Cost Summary

28th Street Widening and Improvements

Construction Engineering & Inspection Services

A. Garner Russell & Assoc., Inc.

Labor Costs

CE&I Services	\$	61,166.12
---------------	----	-----------

Direct Costs

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

Subtotal	A. Garner Russell & Assoc., Inc.	\$ 61,166.12
----------	---	---------------------

Burns Cooley Dennis

Labor Costs

Testing Services

Direct Costs

CE&I Services

Subtotal Burns Cooley Dennis Costs	\$	-
------------------------------------	----	---

PROJECT TOTAL COSTS	\$	61,166.12
----------------------------	-----------	------------------

BILLING RATE TABLE

A. Garner Russell & Assoc., Inc.

Construction Engineering & Inspection Services

Home Overhead Rate ²	<u>148.07% %</u>
Field Overhead Rate ²	<u>148.07% %</u>
Profit	<u>12.00% %</u>

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Principal	<u>\$ 42.00</u>	\$ 62.19	\$ 12.50	\$ 116.69
Project Engineer	<u>\$ 41.00</u>	\$ 60.71	\$ 12.21	\$ 113.91
Project Manager	<u>\$ 21.75</u>	\$ 32.21	\$ 6.47	\$ 60.43
Inspector II	<u>\$ 20.75</u>	\$ 30.72	\$ 6.18	\$ 57.65
Inspector I	<u>\$ 19.00</u>	\$ 28.13	\$ 5.66	\$ 52.79
CADD Technician	<u>\$ 25.25</u>	\$ 37.39	\$ 7.52	\$ 70.15
Senior Inspector	<u>\$ 35.00</u>	\$ 51.82	\$ 10.42	\$ 97.24
Survey Crew Chief	<u>\$ 27.00</u>	\$ 39.98	\$ 8.04	\$ 75.02
Survey Technician	<u>\$ 14.00</u>	\$ 20.73	\$ 4.17	\$ 38.90
Inspector	<u>\$ 16.00</u>	\$ 23.69	\$ 4.40	\$ 44.09
	<u> </u>			
	<u> </u>			

² Approved by MDOT

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

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

HOUR DISTRIBUTION / LABOR COSTS

A. Garner Russell & Assoc., Inc.
Construction Engineering & Inspection Services

STP-9098-00(002)LPA/105418-701000

POSITION TITLE						On Job Months	Subtotal Hours	Hourly Rate	Extension
	Aug 2016	Sep	Oct	Nov	Dec				
Principal	6	6	6	6	6		30	\$ 116.69	\$ 3,500.76
Project Engineer	16	16	16	16	16		80	\$ 113.91	\$ 9,113.10
Project Manager	100	100	100	100	100		500	\$ 60.43	\$ 30,214.93
Inspector II							0	\$ 57.65	\$ -
Inspector I	40	40	40	40	40		200	\$ 52.79	\$ 10,557.86
CADD Technician							0	\$ 70.15	\$ -
Senior Inspector	16	16	16	16	16		80	\$ 97.24	\$ 7,779.48
Survey Crew Chief							0	\$ 75.02	\$ -
Survey Technician							0	\$ 38.90	\$ -
Inspector							0	\$ 44.09	\$ -

Labor Subtotal (Regular) \$ 61,166.12



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Cheryl Millender, Manager
Human Resources

Date: 10/10/2016

Subject:

Request - regarding recommendations on basic life, voluntary insurance products and enhanced pharmacy recommendations for 2017.

Recommendation:



MEMORANDUM

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

FROM: Cheryl Millender, Human Resources Manager
& Health Insurance Committee Members

REGARDING: Basic Life, Voluntary Insurance Products and Enhanced Pharmacy
Recommendations

DATE: October 6, 2016

The health insurance committee met October 4th to discuss various options wherein we could make minor changes to our insurance plan (s) that could result in a saving for both our members and the City.

Our health insurance brokers, Brett Byrd and Robin DiGiacomo met with the committee to discuss proposed changes to our basic life insurance carrier, along with some of our voluntary insurance product offerings. All of the recommendations will result in monetary savings, either to the city and/or our employees.

Attached are quotes received from Assurant, our current carrier, and two(2) other carriers for the following:

- ❖ **Basic Life AD & D Insurance Coverage-** this is the life insurance coverage that is provided free to all of our full time employees.

Assurant's renewal quote was higher than our current payments due to them paying two (2) claims over the past year.

Lincoln National Life was recommended by the committee to provide basic life insurance; coming in 20% less than our current rate.

Also, if Lincoln is chosen, they have agreed to subsidize our on-line enrollment and wellness portal at a cost of .50 per member, per month.

- ❖ **Voluntary Life –** This is additional life insurance coverage that our employees can choose at a group rate.

Lincoln National Life matched Assurant's current rate and was recommended by the committee to provide voluntary life insurance.

- ❖ **Voluntary Short Term and Long Term Disability Group Plans-**

Lincoln National Life rates came in considerable lower in all age categories for the short term disability plan, and for the long term life insurance in the 25-39 age categories their rates are cheaper than our current carrier. In the 40-49 age categories the rates are the same, and in the 50-70 age categories the rates are lower. Overall, it will result in lower premiums for our employees.

Memo to: Mayor, CAO & City Council Members
Page 2

The committee unanimously agreed to accept Lincoln as the new carrier for the basic, voluntary, short and long term disability products.

The Health Insurance Committee reviewed a pharmacy report from our pharmacy benefit manager, Magellan, and it showed an increase in utilization by 27%. During the last eight (8) months our current claims cost was \$855,261.40.

As you know, a few years ago our employees were given the opportunity to utilize the “enhanced pharmacy program,” which results in lower co-payments, and a lower overall prescription cost to the city. This program consists of a special pricing arrangement, with over 10 independent pharmacies participating.

The committee would like to recommend a *decrease* in the prescription copay under the “enhanced pharmacy program,” and a slight *increase* in the prescription copay for retail pharmacies.

Our pharmacy benefits manager, Magellan RX, conducted a financial analysis with the proposed rate structure and gave us a conservative saving estimate of \$44,000 per year savings.

Attached you will find a sheet that shows the current and proposed pharmacy copay. We are recommending this change effective January 1, 2017.

Please advise if additional information is needed.

Attachments

Compare Plans Report - Basic Life AD&D
Effective 1/1/2017



Carrier	Assurant Current	Assurant Renewal	Lincoln	UNUM
Rate Guarantee	1 year		2 year	2 year
Participation Requirements	100%		100%	100%
Per Covered Benefit	\$1,000		\$1,000	\$1,000
Volume	\$28,684,000		\$28,684,000	\$28,684,000
Life Rate	\$0.150	\$0.210	\$0.120	\$0.150
AD & D Rate	\$0.040	\$0.040	\$0.030	\$0.040
Total Rate	\$0.190	\$0.250	\$0.150	\$0.190
Total Monthly Premium	\$5,449.96	\$7,171.00	\$4,302.60	\$5,449.96
Total Annual Premium	\$65,399.52	\$86,052.00	\$51,631.20	\$65,399.52
Percentage Rate Change	-	32%	-20%	0%
General Plan Information				
Life Benefit	\$50,000	\$50,000	\$50,000	\$50,000
AD & D Benefit	\$50,000	\$50,000	\$50,000	\$50,000
Max Benefit Amount	\$50,000	\$50,000	\$50,000	\$50,000
Age Reduction Schedule	33% at age 65/additional 33% at age 70	33% at age 65/additional 33% at age 70	33% at age 70/additional 33% at age 75	33% at age 70/additional 45% at age 75

The rates outlined above are intended as a rate comparison only. Rates are based on census information received. Final rates are subject to actual enrollment, plan design(s) selected, and underwriting approval.

Compare Plans Report - Voluntary Life **Effective 1/1/2017**



Carrier	Assurant Current/Renewal	Lincoln	UNUM
Rate Guarantee	2 year	2 year	2 year
Participation Requirements	10 employees or 25% of eligible employees	10 employees or 25% of eligible employees	20% of eligible employees
Volume	Determined Upon Enrollment	Determined Upon Enrollment	Determined Upon Enrollment
		Lincoln has matched the current rates with Assurant, so there would be no change to the employees	UNUM has matched the current rates with Assurant, so there would be no change to the employees
General Plan Information			
Employee Life Benefit	5 x salary to a max of \$500,000	5 x salary to a max of \$500,000	5 x salary to a max of \$500,000
Spouse Life Benefit	50% of the employee amount to a max of \$250,000	50% of the employee salary to a max of \$250,000	100% of the employee salary to a max of \$250,000
Child(ren) Life Benefit	\$1,000, \$5,000 and \$10,000	\$2,500, \$5,000 and \$10,000	\$10,000
Guaranteed Issue Maximum			
Employee	\$150,000	\$150,000	\$150,000
Spouse	\$25,000	\$25,000	\$25,000
Child(ren)	\$10,000	\$10,000	\$10,000
AD&D Benefit	No Benefits	Same as above	Same as above
Age Reduction Schedule	33% at age 70/additional 33% at age 75	33% at age 70/additional 33% at age 75	33% at age 70/additional 45% at age 75

The rates outlined above are intended as a rate comparison only. Rates are based on census information received. Final rates are subject to actual enrollment, plan design(s) selected, and underwriting approval.

Group Name
Compare Plans Report - Voluntary STD
Effective 1/1/2017



Carrier	Current/ Renewal ABACUS	Lincoln	SunLife (Assurant)
Participation Requirements	5 Enrolled	15% of Eligible	20% of Eligible
Rate Guarantee	2 years	2 years	2 years
Per Covered Benefit	\$75 to \$1400 per Week in \$25 increments (from \$50 in Statutory states)	\$10	\$10
Volume	Determined Upon Enrollment	Determined Upon Enrollment	Determined Upon Enrollment
General Plan Information			
Definition of Disability	2 year Own Occ	2 years	Own Occ or earnings test
Pre-Existing Limitation	6/12	6/12	6/12
Elimination Period			
Accident/Sickness	14 Day/14 Day	14 Days/14 Days	14 Days/14 Days
Benefit Percentage	60%	60%	60%
Weekly Benefit Maximum	1400 per week	1400 per week	\$1,400
Benefit Duration	13	13	13

The rates outlined above are intended as a rate comparison only. Rates are based on census information received. Final rates are subject to actual enrollment, plan design(s) selected, and underwriting approval.

	Rates		
Age	\$/ \$100	\$/ \$100	\$/ \$100
<40	\$5.72	\$4.00	\$5.71
40-49	\$7.34	\$4.00	\$7.94
50-59	\$8.48	\$6.50	\$9.08
50+	\$10.06	\$9.80	\$10.28

Group Name
Compare Plans Report - Voluntary LTD
Effective 1/1/2017



Carrier	Current/ Renewal ABACUS	Lincoln	SunLife (Assurant)
Participation Requirements	5 enrolled	18% of Eligible	15% of Eligible
Rate Guarantee	2 years	2 years	2 years
Per Covered Payroll	\$100	\$100	\$100
Volume	Determined Upon Enrollment		
General Plan Information			
Benefit Percentage	60%	60%	60%
Monthly Benefit Maximum	\$6,000	\$6,000	\$6,000
Benefit Duration	Up to 2 years (graded over age 65	Up to 2 years to age 70	Up to 5 years to age 60 additional benefit duration restriction apply
Elimination Period	90 days	90 days	90 days
Definition of Disability	You are prevented from performing one or more of your essential duties	Any Occ	Own Occ/Any Occ
Own Occupation	2 year	2 years/Own Occ	2 years and then any gainful occ
Social Security Integration	yes	yes	yes
Mental Nervous Limitation	2 years	2 years	
Substance Abuse Limitation	2 years	2 years	
Pre-Existing Condition Limitations	6/12	6/12	6/12

The rates outlined above are intended as a rate comparison only. Rates are based on census information received. Final rates are subject to actual enrollment, plan design(s) selected, and underwriting approval.

Age	Rates		
>25	\$0.49	\$0.23	\$0.62
25-29	\$0.49	\$0.23	\$0.62
30-34	\$0.49	\$0.23	\$0.66
35-39	\$0.49	\$0.23	\$0.83
40-44	\$1.01	\$1.01	\$1.17
45-49	\$1.01	\$1.01	\$1.98
50-54	\$1.93	\$1.03	\$3.23
55-59	\$1.93	\$1.03	\$4.63
60-64	\$3.53	\$2.13	\$6.88
65-69	\$3.53	\$2.13	\$6.88
70+	\$3.53	\$2.13	\$6.88

Regular Retail/ Enhanced Pharmacy Copay

	Current Enhanced Costs	Proposed Enhanced Costs	Current Retail Cost	Proposed Retail Cost
Generic	\$8.00	\$ 5.00	\$10.00	\$12.00
Formulary Brand	\$5.00	\$ 5.00	\$20.00	\$25.00
Non-Formulary Brand	\$15.00	\$ 10.00	\$35.00	\$40.00
Specialty/Injectables	\$75.00	\$ 75.00	\$100.00	\$100.00

90 Day Supply Copay

	Current/Proposed Mail Order Costs	Current Enhanced (90 day Supply)	Proposed Enhanced (90 day Supply)
Generic	\$25.00	\$ 16.00	\$ 12.50
Formulary Brand	\$50.00	\$ 15.00	\$ 12.50
Non-formulary brand	\$85.00	\$ 35.00	\$ 25.00
Specialty/Injectables	N/A	N/A	N/A

TERMS:

Enhanced Pharmacy Program

A discounted pharmacy program provided to members that fill prescriptions at several independent pharmacies. (List of pharmacies included in Enhanced Pharmacy brochure).

Generic Drug

A drug that is manufactured by a company that is not the innovator. Generic drugs are chemically equivalent, and have been approved by the FDA. Most generic drug names reflect the chemical name of the drug. These drugs are less expensive-yet have the same therapeutic value-so their use is widespread.

Formulary Brand

A list of preferred drugs or products that are covered by the plan.

Non-Formulary Brand

Prescriptions that are not included under our pharmacy benefit manager's list of preferred drugs.

Specialty/Injectables

High cost prescription medications used to treat complex, chronic conditions, such as cancer, rheumatoid arthritis and multiple sclerosis.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Cheryl Germany, Council
City Council

Date: 10/11/2016

Subject: Request - from citizens of Stewart Avenue for a temporary street closure for a Halloween Block Party to be held on October 29, 2016, from 6-10 p.m.

Recommendation:

Please sign this Petition to show that you are in agreeance to block
off Stewart avenue for a Halloween block party on October 29th, 2016, from 6 -10 PM

[illegible]

Moore/Brown Block party Committee

October 11, 2016

Cynthia Brown
1507 Stewart Ave
Gulfport, MS 39501

To the Mayor and City Counsel of Gulfport

RE: Halloween Block Party

Dear Sirs

This letter is to inform you that we the people of Stewart Avenue and surrounding area do agree and will be participating in the Halloween party planned for October 29, 2016. The people of the neighborhood will be participating in the party. This will be a group event. The attached lists of signatures are from the neighborhood to show that they do agree and are aware of this Halloween block party. We are asking for permission to block the 1500 block of Stewart Ave from 6pm to 10pm.

If you have any further question or concerns please contact me at 228-864-0440 at home or reach me by cell at 228-343-9924.

Sincerely,
Cynthia Brown





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
City Council

Date: 10/07/2016

Subject: Request - from First United Methodist Church for a temporary street closure for the "Trunk or Treat" event to be held on October 30, 2016.

Recommendation:

First United Methodist Church

2301 15th Street

Gulfport, MS 39501

Gulfport City Council Members

2309 15th Street

Gulfport, MS 39501

October 6, 2016

RE: 15th Street Closure

Dear City Council,

First United Methodist Church is having our annual Trunk-or-Treat on Sunday, October 30, from 3:30pm-5:30pm. We are requesting 15th Street between 23rd and 24th Avenue be blocked off from 2:00pm-6:30pm on this day.

Thank you for your consideration of this request.

I look forward to hearing from you soon.

Blessings,

Jill Senn

Children's Ministry Director

First United Methodist Church Gulfport

(314)650-0903—Jill's cell number



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ryan Merrill, Budget Analyst
Engineering

Date: 10/06/2016

Subject: Budget Amendment #1 - transfer of funds for boring, painting poles, and concrete foundation for East Taylor traffic poles - Public Works Department.

Recommendation:

City of Gulfport

Budget Amendment Request

Fund Name General Fund Date 10/18/16
Department # 309 Budget Entry #
Department Name Public Works

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personal Services	1,528,445	-	-	1,528,445
Supplies	1,325,428	-	-	1,325,428
Other Services	3,249,022	-	(12,568)	3,236,454
Capital Outlay	687,187	-	12,568	699,755
Total	6,790,082	-	-	6,790,082

Amendment to transfer grass cutter budget from contracted services to an East Taylor Traffic Pole capital project account. This amendment is being requested by the Director of Engineering.

Amendment # 2017-01

Memorandum – City of Gulfport

To: Mayor Billy Hewes

CC: Dr. John Kelly, CAO

Linda Elias, Finance

From: Wayne E. Miller, P.E. *WEM*

Date: 9/28/16

Re: Seventh Amendment

- Contract for Operations and Maintenance of the Water and Sewer Systems, as well as, the Streets and Drainage Systems for the City of Gulfport

- Utility Partners, LLC.

Attached for your consideration is the referenced Seventh Amendment, which add a grass cutting operator as budgeted in the 2016-2017 budget.

Please place this item on the October 4, 2016 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments:

1. Seventh Amendment
2. Letter from Utility Partners, LLC



UTILITY PARTNERS

City of Gulfport
Public Works

4050 Hewes Avenue
Gulfport, Mississippi 39507
Office: (228)868-5740
Fax: (228) 868-5743

Brian A. Nelson
Project Manager

September 28, 2016

To: Wayne Miller
From: Brian Nelson
Subject: Additional Grass Cutting Operator

Mr. Miller,

As per your request, we are pleased to submit a cost proposal for the addition of one additional grass cutting operator to the City of Gulfport Operations and Maintenance of Public Works Contract. The cost of the position will be \$47,432.00 per year. This cost includes all labor, overtime, and benefits associated with the hiring of this additional employee.

If you have any questions or need additional information, please let me know.

Sincerely,

Brian Nelson
Project Manager



Budget Amendment

To: Linda Elias, Finance
Ginnie Hem, Finance

CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Wayne E. Miller, P.E., Director of Public Works

From: Kris Riemann, P.E., Director of Engineering

Date: October 6, 2016

Subject: Budget Amendment to Transfer Funds for Boring, Painting Poles, and Concrete Foundation for East Taylor Traffic Poles

AMOUNT	FROM	TO
\$12,568	Grass Cutter Funds	357-621100-02821 – East Taylor Traffic Study
\$12,568	TOTAL	

The Department of Public Works is requesting a Budget Amendment to transfer a total of **\$12,568**.

In the FY2017 budget, \$60,000 for a grass cutter was approved. However, per the attached memo, it will only cost \$47,432.00 per year. Engineering is requesting that the difference of \$12,568.00 be moved to project East Taylor #357-621100-02821 for the boring for electrical, the painting of the mast arms, and the concrete foundation for the poles at the intersection.

I hereby recommend this budget amendment.

Please place on the October, 18 2016 City Council Agenda.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Sherry Dulaney, Accounts Payable Supervisor
Accounts Payable

Date: 10/07/2016

Subject: Docket of Claims - to be approved through October 19, 2016.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 10/07/2016

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: October 7, 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 18th day of October, 2016.

Please place the attached item on the Council agenda for October 18, 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: October 7, 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: 0710N-01-052.002. Lots 13-14 Inc., Blk. 4, Kenelsworth Park Part of SW 1/4 of SE 1/4 awarded to B & B Construction for \$98.00 to cut and clean grounds and remove all trash and debris from site located at 3002 53rd Avenue. (Casanova)
- Parcel 2: 0710N-03-025.001. Lots 22-23, Blk. 7, Kenelsworth Park Subd. awarded to Mike's General Service for \$107.00 to cut and clean grounds and remove all trash and debris from site located at 2917 54th Avenue. (Dedeaux)
- Parcel 3: 0710O-02-084.000. Lots 16-18, Blk. 13, Gulfport Heights Subd. awarded to Mike's General Service for \$198.00 to cut and clean grounds and remove all trash and debris from site. Remove tires to proper disposal site located at 4800 30th Street. (Fernald)
- Parcel 4: 0711H-06-018.001. Lots 13-15, Blk. 1, Woodlawn Subd. awarded to B & B Construction for \$135.00 to cut and clean grounds and remove all trash and debris from site located at 2101 41st Avenue. (Craig Est.)
- Parcel 5: 0811D-03-068.000. Lots 5-6, Blk. 64, Original Gulfport awarded to Jones Contracting Services for \$140.00 to cut and clean grounds and remove all trash and debris from site located at 2311 32nd Avenue. (Parker Est.)
- Parcel 6: 0811D-03-052.000. Lots 15-17 Inc., Blk. 3, Original Gulfport awarded to Twin City Lawn Care for \$114.00 to cut and clean grounds and remove all trash and debris from site located at 2304 32nd Avenue. (Smith Est.)
- Parcel 7: 0811E-03-006.000. Lots 19-20, Blk. 121, Original Gulfport awarded to B & B Construction for \$105.00 to cut and clean grounds and remove all trash and debris from site located at 1812 31st Avenue. (Armstrong)

WARD 2

- Parcel 8: 0711O-04-022.000. W 1/2 of Lot 30, 48 Ft. on Beach, Blk. 3, Gaston Point Beach Add. awarded to Mike's General Service for \$138.00 to cut and clean grounds and remove all trash and debris from site located on Hwy 90. (Dahan)
- Parcel 9: 0811H-04-004.000. This parcel awarded to Mike's General Service for \$87.00 to cut and clean grounds and remove all trash and debris from site located at 1307 3rd Street. (Equity Trust Co.)
- Parcel 10: 0811A-04-004.000. Lots 5-6, Blk. 5, Broad Acres awarded to Jones Contracting Services for \$90.00 to cut and clean grounds and remove all trash and debris from site located at 2709 Kelly Avenue. (Pappas Et Al)
- Parcel 11: 0911C-01-196.000. E 6.7 Ft. of Lot 22 & All Lots 23-24, Blk. 9, Chamberlain awarded to Mike's General Service for \$138.00 to cut and clean grounds and remove all trash and debris from site located at 208

E. Railroad Street. (Babin)

WARD 3

- Parcel 12: 0810F-01-084.000. Lots 13-14, Blk. 310, North Gulfport awarded to Twin City Lawn Care for \$140.00 to cut and clean grounds and remove all trash and debris from site located on Texas Avenue. (Jasper)
- Parcel 13: 0811B-05-046.000. Lots 25-28, Blk. 10, Arlington Heights Add. awarded to Mike's General Service for \$131.00 to cut and clean grounds and remove all trash and debris from site located at 2620 18th Avenue. (Schafhirt & Dodson)
- Parcel 14: 0910M-03-043.000. Lots 17-19, Blk. 15, Myrtle Resurvey awarded to Mike's General Service for \$96.00 to cut and clean grounds and remove all trash and debris from site located at 3002 6th Avenue. (Kibby)

WARD 4

- Parcel 15: 1010E-02-014.002. Lot 2, Money Survey Replat of Lots 1-3, 8-10, Blk. 1 awarded to Mike's General Service for \$107.00 to cut and clean grounds and remove all trash and debris from site located at 1110 W Pine Street. (Cuevas)
- Parcel 16: 1010E-02-008.001. This parcel awarded to Mike's General Service for \$169.00 to cut and clean grounds and remove all trash and debris from site located on Spring Street. (Springbridge Prop. II LLC)

WARD 5

- Parcel 17: 0808J-01-056.000. Lot 37, Kerns Add. to Bel-Aire Subd. Part 4 awarded to Mike's General Service for \$123.00 to repair or remove inoperable vehicle(s) from site located at 120 Arthur Court. (Cuffee)

Total \$2116.00

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 **18th** day of **October, 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: | 0710N-01-052.002. Lots 13-14 Inc., Blk. 4, Kenelsworth Park Part of SW 1/4 of SE 1/4 awarded to B & B Construction for \$98.00 to cut and clean grounds and remove all trash and debris from site located at 3002 53rd Avenue. (Casanova) |
| Parcel 2: | 0710N-03-025.001. Lots 22-23, Blk. 7, Kenelsworth Park Subd. awarded to Mike's General Service for \$107.00 to cut and clean grounds and remove all trash and debris from site located at 2917 54th Avenue. (Dedeaux) |
| Parcel 3: | 0710O-02-084.000. Lots 16-18, Blk. 13, Gulfport Heights Subd. awarded to Mike's General Service for \$198.00 to cut and clean grounds and remove all trash and debris from site. Remove tires to proper disposal site located at 4800 30th Street. (Fernald) |
| Parcel 4: | 0711H-06-018.001. Lots 13-15, Blk. 1, Woodlawn Subd. awarded to B & B Construction for \$135.00 to cut and clean grounds and remove all trash and debris from site located at 2101 41st Avenue. (Craig Est.) |
| Parcel 5: | 0811D-03-068.000. Lots 5-6, Blk. 64, Original Gulfport awarded to Jones Contracting Services for \$140.00 to cut and clean grounds and remove all trash and debris from site located at 2311 32nd Avenue. (Parker Est.) |
| Parcel 6: | 0811D-03-052.000. Lots 15-17 Inc., Blk. 3, Original Gulfport awarded to Twin City Lawn Care for \$114.00 to cut and clean grounds and remove all trash and debris from site located at 2304 32nd Avenue. (Smith Est.) |
| Parcel 7: | 0811E-03-006.000. Lots 19-20, Blk. 121, Original Gulfport awarded to B & B Construction for \$105.00 to cut and clean grounds and remove all trash and debris from site located at 1812 31st Avenue. (Armstrong) |
| Parcel 8: | 0711O-04-022.000. W 1/2 of Lot 30, 48 Ft. on Beach, Blk. 3, Gaston Point Beach Add. awarded to Mike's General Service for \$138.00 to cut and clean grounds and remove all trash and debris from site located on Hwy 90. (Dahan) |
| Parcel 9: | 0811H-04-004.000. This parcel awarded to Mike's General Service for \$87.00 to cut and clean grounds and remove all trash and debris from site located at 1307 3rd Street. (Equity Trust Co.) |
| Parcel 10: | 0811A-04-004.000. Lots 5-6, Blk. 5, Broad Acres awarded to Jones Contracting Services for \$90.00 to cut and clean grounds and remove all trash and debris from site located at 2709 Kelly Avenue. (Pappas Et Al) |
| Parcel 11: | 0911C-01-196.000. E 6.7 Ft. of Lot 22 & All Lots 23-24, Blk. 9, Chamberlain awarded to Mike's General Service for \$138.00 to cut and clean grounds and remove all trash and debris from site located at 208 E. Railroad Street. (Babin) |

Parcel 12: 0810F-01-084.000. Lots 13-14, Blk. 310, North Gulfport awarded to Twin City Lawn Care for \$140.00 to cut and clean grounds and remove all trash and debris from site located on Texas Avenue. (Jasper)

Parcel 13: 0811B-05-046.000. Lots 25-28, Blk. 10, Arlington Heights Add. awarded to Mike's General Service for \$131.00 to cut and clean grounds and remove all trash and debris from site located at 2620 18th Avenue. (Schafhirt & Dodson)

Parcel 14: 0910M-03-043.000. Lots 17-19, Blk. 15, Myrtle Resurvey awarded to Mike's General Service for \$96.00 to cut and clean grounds and remove all trash and debris from site located at 3002 6th Avenue. (Kibby)

Parcel 15: 1010E-02-014.002. Lot 2, Money Survey Replat of Lots 1-3, 8-10, Blk. 1 awarded to Mike's General Service for \$107.00 to cut and clean grounds and remove all trash and debris from site located at 1110 W Pine Street. (Cuevas)

Parcel 16: 1010E-02-008.001. This parcel awarded to Mike's General Service for \$169.00 to cut and clean grounds and remove all trash and debris from site located on Spring Street. (Springbridge Prop. II LLC)

Parcel 17: 0808J-01-056.000. Lot 37, Kerns Add. to Bel-Aire Subd. Part 4 awarded to Mike's General Service for \$123.00 to repair or remove inoperable vehicle(s) from site located at 120 Arthur Court. (Cuffee)

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: Margaret Murdock, Assistant Attorney
Legal

Date: 10/10/2016

Subject: Acceptance - of Recorded Deed - Fire Station #8 - to be made a part of the minutes.

Recommendation:



John D. ... 1st Judicial District
Instrument 2015 1665 D -J1
Filed/Recorded 3/20/2015 08:30 P
Total Fees \$
5 Pages Recorded

PREPARED BY & RETURN TO:
TIM HOLLEMAN (MS BAR #2526)
BOYCE HOLLEMAN & ASSOCIATES
1720 23RD AVENUE
GULFPORT, MISSISSIPPI 39501
(228) 863-3142
(228) 863- 9829 facsimile

INDEXING INSTRUCTIONS:

SE CORNER OF THE NW ¼ OF THE NE ¼ OF SECTION 32,
TOWNSHIP 6 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT,
HARRISON COUNTY, MISSISSIPPI

GRANTOR'S NAME AND ADDRESS:

HARRISON COUNTY, MISSISSIPPI
1801 23RD AVENUE
GULFPORT, MISSISSIPPI 39501
(228) 865-4200

GRANTEE'S NAME AND ADDRESS:

CITY OF GULFPORT, MISSISSIPPI
2309 15TH STREET
GULFPORT, MISSISSIPPI 39501
(228) 868-5700

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

QUITCLAIM DEED

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid,
and other good and valuable considerations, the receipt and sufficiency of which are hereby
acknowledged, HARRISON COUNTY, MISSISSIPPI, pursuant to the minutes of the March 9, 2015, meeting
of its Board of Supervisors, certified copy attached hereto, (hereinafter, "Grantor"), being fully

authorized so to do, does hereby grant, bargain, sell, convey and quitclaim unto the CITY OF GULFPORT, MISSISSIPPI, (hereinafter, "Grantee"), the following described property:

Commencing at the Southeast corner of the Northwest Quarter of the Northeast Quarter of Section 32, Township 6 South, Range 11 West, First Judicial District, Harrison County, Mississippi; thence proceed North 0 degrees 50 minutes 53 seconds West along the East margin of said Northwest Quarter of the Northeast Quarter a distance of 676.0 feet to the Northeast corner of land owned by Mr. Green, Jr.; thence West along Mr. Green, Jr.'s property 150.0 feet for a point of beginning; thence continue West a distance of 126.85 feet to a point on the East margin of Old U. S. Highway 49; thence North 18 degrees 24 minutes 53 seconds West along said Highway right-of-way 79.04 feet to a point; thence East 151.82 feet to a point; thence South a distance of 75.0 feet to a point of beginning.

This conveyance is made subject to the following:

(1) The property is restricted in use and shall be utilized solely as a fire station. Should the use of the property not be used for the herein stated purpose, the title and all interests shall revert to Harrison County, Mississippi.

(2) The reservation of any oil, gas and mineral rights Land Deed Records on file in the office of the Chancery Clerk of the First Judicial District, Harrison County, Mississippi.

(3) Any restrictive covenants or easements of record.

Grantor conveys said premises together with all hereditaments and appurtenances thereunder belonging or in any way appertaining to Grantees and their assigns forever.

Any taxes for the current year shall be pro-rated and for all subsequent years shall be fully assumed by Grantee.

WITNESS OUR SIGNATURES, this the 17th day of March, 2015.

HARRISON COUNTY, MISSISSIPPI

Connie Rockco

CONNIE ROCKCO, PRESIDENT
HARRISON COUNTY BOARD OF SUPERVISORS

John McAdams
JOHN McADAMS, CLERK OF THE BOARD

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, within my jurisdiction, the within named CONNIE ROCKCO and JOHN McADAMS, for Harrison County, Mississippi, who acknowledged that in their capacity as President and Clerk of the Board respectively, and as its act and deed, they signed, executed and delivered the above and foregoing instrument after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND SEAL this the 17th day of March, 2015.

Angela Thrash
NOTARY PUBLIC

My Commission Expires:

6-24-17





Harrison County, Mississippi

Meeting Minutes Board of Supervisors

Monday, March 9, 2015

9:30 AM

BILOXI

43 15-0387

ORDER authorizing the transfer of real property located at 13440 Old Highway 49 to the city of Gulfport, Mississippi for use as a municipal fire station, and for related purposes.

Attachments: Order transferring fire station property 3-9-15

A motion was made by Supervisor Ladner seconded by Supervisor Johnson, that this Order be **APPROVED** by the following vote:

Aye: 5 - Supervisor Swetman III; Supervisor Meadows; Supervisor Ladner; Supervisor Johnson and Supervisor Rockco



Harrison County, MS

Certified Copy

Order: 15-0387

File Number: 15-0387

ORDER authorizing the transfer of real property located at 13440 Old Highway 49 to the city of Gulfport, Mississippi for use as a municipal fire station, and for related purposes.

I, John McAdams, Chancery Clerk and Ex Officio Clerk of the Board of Supervisors of Harrison County, Mississippi, certify that this is a true copy of Order No. 15-0387, passed by the Board of Supervisors on 3/9/2015.

THIS 12th day of March 2015.

JOHN McADAMS, Chancery Clerk and
Clerk of the Board of Supervisors, Harrison County, Mississippi.

By: 

Deputy Clerk





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Legal

Date: 10/12/2016

Subject:

Acceptance - of full and final Resolution Agreement regarding termination of Lease Agreement - to be made a part of the minutes.

Recommendation:

STATE OF MISSISSIPPI)
)
COUNTY OF HARRISON)
)

**FULL AND FINAL RESOLUTION AGREEMENT REGARDING TERMINATION OF
LEASE AND RELATED MATTERS**

This Full and Final Resolution Agreement Regarding Termination of Lease and Related Matters (hereinafter, this "Agreement") is entered into and is effective on the 27th day of September, 2016, by and between the Gulfport Redevelopment Commission, urban renewal agency of the City of Gulfport, Mississippi and owner of the property that has served as the "Leased Premises" ("Lessor") and Southern All Metals Recycling, Inc., a Mississippi corporation ("Lessee"), Phil Rosen and Devorah Rosen (collectively, the "Rosens"), who personally guaranteed payment of the Lessee's lease with the Lessor, and the City of Gulfport, Mississippi ("City"), to whom the Lessor assigned such personal guaranty. Lessor, Lessee, the Rosens, and the City are together and collectively referred to as the "Settling Parties".

WHEREAS Lessor and Lessee are parties to that certain Ground Lease dated February 21, 2013, as amended (the "Lease"); and

WHEREAS in connection with the Lease, the Rosens executed an Irrevocable Guaranty of Ground Lease dated February 21, 2016 ("the Guaranty"), which Guaranty was subsequently assigned to the City pursuant to that certain Assignment of Lease Guaranty dated June 2016 ("Assignment") and

WHEREAS the Settling Parties desire to confirm termination of the Lease, to provide an orderly transfer of possession and to accomplish related purposes as set forth herein;

WHEREAS, the Settling Parties have agreed to settle the disputed claims between them to avoid expensive litigation with no admission of liability and to release each other from present and future potential liability related to claims that were or could have been raised related to the Lease and the Leased Premises (as defined below) in accordance with the terms of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Settling Parties have agreed, and do hereby agree, intending to be legally bound, as follows:

1. The Settling Parties acknowledge and agree that the Lease terminated on the 16th day of May, 2016; provided, however, Lessee's continued occupancy of the Leased Premises has been and continues to be subject to the terms and provisions of the Lease. Lessee shall immediately cease conducting business on the premises that is the subject of the Lease (the "Leased Premises"). All references to the Leased Premises shall be deemed to include, without

{JX208805.1}

limitation, the use, condition and occupancy of the Leased Premises. Lessee and Rosens hereby consent and agree that Lessee shall immediately secure the Leased Premises by placing a lock on the perimeter gate(s) with limited access to be provided to Lessee as contemplated herein during the Property Removal Period (defined below). If Lessee fails to timely secure the Leased Premises then Lessor may immediately secure and lock the Leased Premises without any further action, notice to or consent by Lessee or the Rosens.

2. Notwithstanding the termination of the Lease:

A. Until 11:59 p.m. on the 11th day of November, 2016 ("Property Removal Period"), Lessee shall have the right to limited access to the Leased Premises as set out in this Section 3 of the Agreement for the sole purpose of performing its obligations under this Agreement and Article 28 of the Lease, winding up its business, and removing personal property that belongs to Lessee (no removal to be done except in conformity with Lease Article 28.2), provided, however, that (i) said access shall be subject to and in accordance with the terms and provisions of the Lease; (ii) immediately upon execution of this Agreement, Lessee shall not accept, purchase, receive or bring to the Leased Premises any scrap, materials, or property of any description save for tools and equipment reasonably necessary for performing its obligations under this Agreement and Article 28 of the Lease and for removing personal property that belongs to Lessee; (iii) Lessee shall immediately remove all personal property including all cars, scrap and debris which exists on or along the front of the Leased Premises adjacent to 34th Street; and (iv) prior to the expiration of the Property Removal Period, Lessee shall remove all cars, scrap, debris, equipment and related personal property from the Leased Premises and adjoining right of way and delivery of the Leased Premises free and clear of such items at the expiration of the Property Removal Period. Notwithstanding the execution of mutual releases, any property which remains on the premises after the Property Removal Period, will be deemed abandoned and all rights, title and interest therein or related thereto will be disclaimed, transferred and released to Lessor.

4. Settling Parties Releases.

A. Except for obligations created by or expressly acknowledged in this Agreement, Lessee, for itself, its successors, assigns, representatives and agents and any one claiming by, through or under Lessee, does hereby now and forever fully and finally release, acquit and discharge Lessor and the City, their successors, assigns, insurers, attorneys, commissioners, employees, officials, and agents, and all other persons or entities associated with Lessor or the City, of and from any and all claims, damages, demands, actions, liabilities, responsibilities, causes of action, covenants, suits and judgments and all forms of judicial, equitable, and legal relief whatsoever which Lessee has had, has, might have, or might claim to have, whether known or unknown, developed or undeveloped, anticipated or unanticipated, whether having arisen or arising in future, including but not limited to those connected with or related in any manner or way to the Lease, the Leased Premises or the Guaranty, and including, without limitation, those for any bodily injuries, property damage, lost profits, loss of wage earning capacity, pain and suffering, emotional distress, equitable relief, and violation or deprivation of any rights afforded under any federal or state law, regulation, or constitution. Lessee covenants and agrees not to sue or commence, prosecute, or pursue any litigation, claim, action, or proceeding against any persons or entities being released

{JX208805.1}

hereby or any on behalf of them with respect to the matters being released. It is the intention of the parties that those being released by the Lessee and the Rosens shall be free from all liability and exposure to liability as if the Lease had never been executed and the Rosens and Lessee had never occupied or had anything to do with the Leased Premises.

B. Except for obligations created by or expressly acknowledged in this Agreement, the Rosens, for themselves, their successors, assigns, estates, representatives and agents, do hereby now and forever fully and finally release, acquit and discharge Lessor and the City, their successors, assigns, insurers, attorneys, commissioners, employees, officials, and agents, and all other persons or entities associated with Lessor or the City, of and from any and all claims, damages, demands, actions, liabilities, responsibilities, causes of action, covenants, suits and judgments and all forms of judicial, equitable, and legal relief whatsoever which the Rosens, or either of them, have, have had, might have, or might claim to have, whether known or unknown, developed or undeveloped, anticipated or unanticipated, whether having arisen or arising in future, including but not limited to those connected with or related in any manner to the Lease, the Leased Premises or the Guaranty, and including, without limitation, those for any bodily injuries, property damage, lost profits, loss of wage earning capacity, pain and suffering, emotional distress, equitable relief, and violation or deprivation of any rights afforded under any federal or state law, regulation, or constitution. Rosens covenant and agree not to sue or commence, prosecute, or pursue any litigation, claim, action, or proceeding against any persons or entities being released hereby or any on behalf of them with respect to the matters being released. Again, it is the intention of the parties that those being released by the Lessee and the Rosens shall be free from all liability and exposure to liability as if the Lease had never been executed and the Rosens and Lessee had never occupied or had anything to do with the Leased Premises.

C. Except for obligations created by or expressly acknowledged in this Agreement, Lessor and the City, for themselves, their successors, assigns, representatives and agents, do hereby now and forever fully and finally release, acquit and discharge Lessee, its successors, assigns, insurers, owners, and attorneys, including the Rosens, of and from any and all claims, damages, demands, actions, liabilities, responsibilities, causes of action, covenants, suits and judgments whatsoever which Lessor or the City have, have had, might have, or might claim to have, whether known or unknown, developed or undeveloped, anticipated or unanticipated, whether having arisen or arising in future including but not limited to those connected with or related in any manner to the Lease, the Leased Premises or the Guaranty, and including, without limitation, those relating to the past or future monthly Base Rent, interest and late fees due or payable under the Lease or Guaranty. Lessor and the City covenant and agree not to sue or commence, prosecute, or pursue any litigation against any persons or entities being released hereby with respect to the matters being released.

D. The Settling Parties hereby acknowledge and agree that the releases set forth above are general releases, and include releases of claims that may not presently be known to the Settling Parties relating to the Lease or Leased Premises. The Settling Parties further acknowledge that their lack of such knowledge, whether through ignorance, oversight, error, negligence, or otherwise, shall not void or limit in any way the effect of this Agreement. This Agreement is entered into by the Settling Parties for the purpose of compromising and settling the matters expressly stated herein. This Agreement does not constitute, and shall not be construed as, an admission by any Settling Parties of the truth or validity of any claims asserted

{JX208805.1}

or contentions advanced by the other the Settling Parties and shall not be construed as giving rise to any presumption or inference of admission or concession by any of the Settling Parties. The Agreement shall further not diminish or otherwise affect the obligations, responsibilities, and duties of the Settling Parties under this Agreement or any surviving provisions of the Lease.

5. Lessee and the Rosens expressly acknowledge, agree, represent, and warrant:

A. That neither they nor any of them have assigned or otherwise transferred, voluntarily or involuntarily, any of the claims or rights that are the subject of paragraphs 4(A) or 4(B) above;

B. That neither they nor any of them have any knowledge of (i) any claim, demand, suit, or threatened or contemplated claim, demand or allegation by or on behalf of any person or entity not a party to this Agreement arising out of or in any way connected with or arising out of the Lease or the Leased Premises; or (ii) any accident, injury, exposure to harmful conditions, or other event or circumstances that might reasonably be expected to give rise to any such claim by any person or entity.

6. Lessor and City expressly acknowledge, agree, represent, and warrant:

A. That other than the Assignment, neither they nor any of them have assigned or otherwise transferred, voluntarily or involuntarily, any of the claims or rights that are the subject of paragraphs 4(C) above;

7. The Settling Parties expressly acknowledge and agree:

A. That there are no other agreements, conditions, or representations between the Settling Parties, and that all prior negotiations and understandings between the Settling Parties shall be deemed to have been merged into this Agreement; and

B. That both the Settling Parties have participated in the negotiation and drafting of this Agreement, and that neither *contra proferentem* nor any similar doctrine shall be applicable to it.

C. That in executing this Agreement each Settling Party has reviewed, understood, and agreed to all of the terms and conditions in this Agreement and has relied solely upon its own judgment, belief and knowledge, and the advice and recommendations of its own independently-selected counsel.

8. This Agreement may be executed in multiple counterparts (including electronic counterparts delivered by facsimile or PDF), each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Agreement.

9. The covenants, agreements, terms, provisions and conditions contained in this Agreement shall bind and inure to the benefit of the Settling Parties hereto and their respective successors and permitted assigns.

{JX208805.1}

10. This Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Settling Parties, and the terms of the Agreement are contractual and not merely recitals. No other agreement, written or oral, expressed or implied, exists between the Settling Parties with respect to the subject matter of this Agreement, and the Settling Parties declare and represent that no promise, inducement or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

11. This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. All modifications must be in writing and duly executed by all of the Settling Parties.

12. Each of the individuals who execute this Agreement on behalf of an entity represent and warrant they have the proper authority to execute and bind the respective parties to the terms and conditions of this Agreement.

13. Any legal action to enforce this Agreement shall be brought in the County or Circuit Court of Harrison County, First Judicial District, Mississippi and the prevailing party shall be entitled to reimbursement or recovery of reasonable attorneys' fees incurred in connection with such action(s).

14. This Agreement will be construed according to the laws of the State of Mississippi.

[Signature page immediately follows]

IN WITNESS WHEREOF, Settling Parties have executed this Full and Final Resolution Agreement Regarding Termination of Lease and Related Matters as of this 27th day of September, 2016.

**GULFPORT REDEVELOPMENT
COMMISSION**

By: Cecile Lynn Meador
Name: GRC
Title: Chair
By: David N. Duhe
Name: David N. Duhe
Title: Secretary

CITY OF GULFPORT

By: Bruce Roberts
Name: Bruce Roberts
Title: Mayor

**SOUTHERN ALL METALS
RECYCLING, INC.**

By: _____
Name: _____
Title: _____

Phil Rosen, Individually

Devorah Rosen, Individually

Signature Page to
Full and Final Resolution Agreement Regarding
Termination of Lease and Related Matters

IN WITNESS WHEREOF, Settling Parties have executed this Full and Final Resolution Agreement Regarding Termination of Lease and Related Matters as of this 27th day of September, 2016.

**GULFPORT REDEVELOPMENT
COMMISSION**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

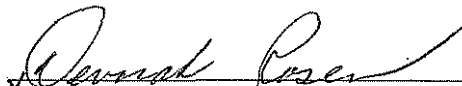
CITY OF GULFPORT

By: _____
Name: _____
Title: _____

**SOUTHERN ALL METALS
RECYCLING, INC.**

By:  _____
Name: Philip ROSEN
Title: Pres.

 _____
Phil Rosen, Individually

 _____
Devorah Rosen, Individually

Signature Page to
Full and Final Resolution Agreement Regarding
Termination of Lease and Related Matters

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of October, 2016, within my jurisdiction, the within named David N. Duhe, who acknowledged to me that he is Secretary of the City of Gulfport, Mississippi, and as the act and deed of said municipality, he executed the above and foregoing instrument, after first having been duly authorized by said municipality so to do.



Margi L. Davis
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of October, 2016, within my jurisdiction, the within named Carole Lynn Meadows, who acknowledged to me that she is the Chairperson of the Gulfport Redevelopment Commission, and as the act and deed of said commission, she executed the above and foregoing instrument, after first having been duly authorized by said commission so to do.

Wynette G. Render
NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARIAL SEAL]



Notary Page to
Full and Final Resolution Agreement Regarding
Termination of Lease and Related Matters

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of October, 2016, within my jurisdiction, the within named Billy Heves, who acknowledged to me that he is Mayor of the City of Gulfport, Mississippi, and as the act and deed of said municipality, he executed the above and foregoing instrument, after first having been duly authorized by said municipality so to do.

Wynette G. Render
NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARIAL SEAL]



STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2016, within my jurisdiction, the within named Carole Lynn Meadows, who acknowledged to me that she is the Chairperson of the Gulfport Redevelopment Commission, and as the act and deed of said commission, she executed the above and foregoing instrument, after first having been duly authorized by said commission so to do.

NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARIAL SEAL]

Notary Page to
Full and Final Resolution Agreement Regarding
Termination of Lease and Related Matters

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2016, within my jurisdiction, the within named ~~Sal Domino~~, who acknowledged to me that he is the ~~Treasurer~~ of the Gulfport Redevelopment Commission, and as the act and deed of said commission, he executed the above and foregoing instrument, after first having been duly authorized by said commission so to do.

NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARIAL SEAL]

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said County and State, on this 4th day of ~~September~~ ^{October}, 2016, within my jurisdiction, the within named Philip Rosen, who acknowledged that he/she is PRESIDENT of SOUTHERN ALL METALS RECYCLING, INC., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Rita Stone Bentz
NOTARY PUBLIC



Notary Page to
Full and Final Resolution Agreement Regarding
Termination of Lease and Related Matters

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said County and State, on this 4th day of ~~September~~^{October}, 2016, within my jurisdiction, the within named PHIL ROSEN, individually, who acknowledged that he executed the above and foregoing instrument.



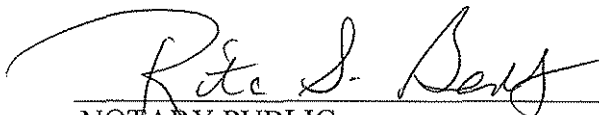


NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said County and State, on this 4th day of ~~September~~^{October}, 2016, within my jurisdiction, the within named DEVORAH ROSEN, individually, who acknowledged that she executed the above and foregoing instrument.





NOTARY PUBLIC

Notary Page to
Full and Final Resolution Agreement Regarding
Termination of Lease and Related Matters



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ginnie Hem, Manager
Finance

Date: 10/09/2016

Subject: Year to Date Budget Report - for month ending September 30, 2016 - to be made part of the minutes.

Recommendation:



Comptroller

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-239-7401

City Hall
2309 15th St.
Gulfport, MS 39501

MEMORANDUM

TO: Mayor Billy Hewes
Councilman Kenneth Casey
Councilman Ricky Dombrowski
Councilman Myles Sharp
Councilwoman Ella Holmes - Hines
Councilman Rusty Walker
Councilwoman Cara Pucheu
Councilman R. Lee Flowers

From: Linda Elias, Comptroller

Subject: Year-to-Date Budget Report for Month Ending September 30, 2016

Date: October 9, 2016

Please find attached a year to date budget report for the month ending September 30, 2016. This report represents the twelfth (12th) month of the City's 2016 Fiscal year.

The first section of the report is represented in pages 1-13. This section represents all of the City's Funds and presents summary financial information on a Fund and Department basis. The final section of this report is represented in the last 5 pages and represents individual capital projects budgeted amounts. Financial information contained within this section is presented on a funding source and "project" basis – expenditures only.

As always, please do not hesitate to call me if I can be of further assistance.

General Fund

Revenues 1

Dept	Expenditures	
111	Executive (Mayor)	1
115	Legislative (Council)	1
125	Judicial (Court)	2
135	Legal (Attorney)	2
145	General Administration	2
175	Public Transportation	2
212	Police	2-3
290	Fire	3
309	Public Works	3
325	Engineering	3
407	Leisure Services	3-4
611	Urban Development	4
621	Economic Development	4

Disaster Relief

Revenues	4
Expenses	5

Capital Projects Fund

Revenues	5
Expenditures	5

Public Improvement 2001

Expenditures	6
--------------	---

Public Improvement 2003

Expenditures	6
--------------	---

Community Development

Revenues	6
Expenditures	7

Police and Fire Retirement Fund

Revenues	7
Expenditures	7-8

Police Forfeiture and Seizure

Revenues	8
Expenditures	8

Coastal Narcotics Task Force

Revenues	9
Expenditures	9

Debt Service Fund (NON WATER \SEWER)

Revenues	9
Expenditures	9

Water and Sewer Utility Fund

Revenues	10
Expenditures	
Utility Billing	10
Water Operations	10
Sewer Operations	10-11
Debt Service - Water and Sewer	11
Wastewater - District Expenses	11
Water and Sewer Capital Projects	11

Joseph T. Jones Fund

Revenues	11-12
Expenditures	12

Group Health and Life Fund

Revenues	12
Expenditures	12

Claims Contingency Fund - General Liability

Revenues	13
Expenditures	13

Second Report

Capital Projects Detail by Project

Last 5 pages

CITY OF GULFPORT



YTD MONTHLY REPORT FOR MONTH ENDING 9/30/16

FOR 2016 13

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
010 GENERAL FUND							
000 REVENUES							
40 PROPERTY TAXES	-18,350,000	-18,350,000	-18,686,955.97	.00	.00	336,955.97	101.8%
41 SALES TAX	-20,639,350	-20,639,350	-20,699,361.97	.00	.00	60,011.97	100.3%
42 LICENSES AND PERMITS	-1,096,000	-1,096,000	-1,011,104.68	.00	.00	-84,895.32	92.3%
43 FRANCHISE FEES	-4,181,000	-4,181,000	-3,762,861.92	.00	.00	-418,138.08	90.0%
44 GAMING FEES	-3,350,000	-3,350,000	-3,712,764.88	.00	.00	362,764.88	110.8%
45 GRANTS FEDERAL	-380,310	-703,950	-328,358.01	.00	.00	-375,591.82	46.6%
47 GRANTS OTHER	-1,217,000	-1,221,807	-971,775.46	.00	.00	-250,031.54	79.5%
48 FINES AND FORFEITS	-1,400,000	-1,414,156	-1,214,758.54	.00	.00	-199,397.46	85.9%
49 INTERGOVERNMENTAL	-2,300,000	-2,300,000	-2,043,969.53	.00	.00	-256,030.47	88.9%
50 CHARGES FOR SERVICE	-2,584,796	-2,643,896	-2,137,270.68	.00	.00	-506,625.32	80.8%
51 INTEREST EARNED	-5,000	-5,000	-4,069.64	-5.48	.00	-930.36	81.4%
56 MISC REVENUE	-170,000	-170,000	46,868.84	.00	.00	-216,868.84	-27.6%
58 OTHER FINANCING SRCE	-46,000	-120,525	-109,619.40	.00	.00	-10,905.60	91.0%
TOTAL REVENUES	-55,719,456	-56,195,684	-54,636,001.84	-5.48	.00	-1,559,681.99	97.2%
111 EXECUTIVE							
60 PERSONAL SERVICES	264,774	264,774	274,056.92	.00	.00	-9,282.92	103.5%
61 SUPPLIES	2,660	2,660	1,317.30	.00	.00	1,342.70	49.5%
62 OTHER SERVICES	28,941	28,941	24,536.66	.00	.00	4,404.34	84.8%
TOTAL EXECUTIVE	296,375	296,375	299,910.88	.00	.00	-3,535.88	101.2%
115 LEGISLATIVE							
60 PERSONAL SERVICES	364,215	364,215	364,008.44	.00	.00	206.56	99.9%
61 SUPPLIES	5,700	5,700	3,238.26	.00	.00	2,461.74	56.8%
62 OTHER SERVICES	142,283	1,137,924	139,129.38	.00	.00	998,794.62	12.2%
63 CAPITAL OUTLAY	20,000	41,000	28,463.17	.00	.00	12,536.83	69.4%
TOTAL LEGISLATIVE	532,198	1,548,839	534,839.25	.00	.00	1,013,999.75	34.5%
125 JUDICIAL							

CITY OF GULFPORT

YTD MONTHLY REPORT FOR MONTH ENDING 9/30/16

FOR 2016 13

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PERSONAL SERVICES	1,162,319	1,162,319	1,104,557.56	.00	.00	57,761.44	95.0%
61 SUPPLIES	28,950	28,950	22,423.72	.00	.00	6,526.28	77.5%
62 OTHER SERVICES	480,409	488,409	462,349.31	.00	.00	26,059.69	94.7%
63 CAPITAL OUTLAY	0	105,252	80,386.47	.00	.00	24,865.53	76.4%
TOTAL JUDICIAL	1,671,678	1,784,930	1,669,717.06	.00	.00	115,212.94	93.5%
135 LEGAL							
60 PERSONAL SERVICES	898,920	908,524	814,016.88	.00	.00	94,507.12	89.6%
61 SUPPLIES	5,079	5,079	5,035.96	.00	.00	43.04	99.2%
62 OTHER SERVICES	365,150	3,070,072	2,895,326.52	.00	.00	174,745.48	94.3%
63 CAPITAL OUTLAY	0	2,500	2,499.97	.00	.00	.03	100.0%
TOTAL LEGAL	1,269,149	3,986,175	3,716,879.33	.00	.00	269,295.67	93.2%
145 GENERAL ADMINISTRATION							
60 PERSONAL SERVICES	2,324,788	2,324,788	2,282,016.85	.00	.00	42,771.15	98.2%
61 SUPPLIES	118,835	118,835	52,313.85	.00	.00	66,521.15	44.0%
62 OTHER SERVICES	1,562,044	1,588,244	1,546,222.55	.00	.00	42,021.45	97.4%
63 CAPITAL OUTLAY	17,270	266,017	205,545.81	.00	.00	60,471.19	77.3%
65 DEBT SERVICE	210,000	0	.00	.00	.00	.00	.0%
TOTAL GENERAL ADMINISTRATION	4,232,937	4,297,884	4,086,099.06	.00	.00	211,784.94	95.1%
175 PUBLIC TRANSPORTATION							
62 OTHER SERVICES	424,735	424,735	348,943.00	.00	.00	75,792.00	82.2%
TOTAL PUBLIC TRANSPORTATION	424,735	424,735	348,943.00	.00	.00	75,792.00	82.2%
212 POLICE							
60 PERSONAL SERVICES	14,575,269	14,566,224	14,356,312.73	.00	.00	209,911.55	98.6%
61 SUPPLIES	1,221,804	1,237,426	1,175,397.75	.00	.00	62,028.74	95.0%

YTD MONTHLY REPORT
FOR MONTH ENDING 9/30/16

FOR 2016 13

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62 OTHER SERVICES	2,162,695	2,165,963	2,065,869.53	.00	.00	100,093.79	95.4%
63 CAPITAL OUTLAY	124,045	401,075	126,135.54	.00	.00	274,939.46	31.4%
TOTAL POLICE	18,083,813	18,370,689	17,723,715.55	.00	.00	646,973.54	96.5%
290 FIRE							
60 PERSONAL SERVICES	11,035,844	11,035,844	11,012,901.16	.00	.00	22,942.84	99.8%
61 SUPPLIES	498,174	486,774	432,657.09	.00	.00	54,116.91	88.9%
62 OTHER SERVICES	632,998	631,024	564,673.16	.00	.00	66,350.84	89.5%
63 CAPITAL OUTLAY	0	199,719	147,875.69	.00	.00	51,843.31	74.0%
TOTAL FIRE	12,167,016	12,353,361	12,158,107.10	.00	.00	195,253.90	98.4%
309 PUBLIC WORKS							
60 PERSONAL SERVICES	1,554,069	1,554,069	1,530,974.27	.00	.00	23,094.73	98.5%
61 SUPPLIES	1,287,250	1,240,050	1,161,615.81	.00	.00	78,434.19	93.7%
62 OTHER SERVICES	3,334,448	3,331,448	3,542,053.17	.00	.00	-210,605.17	106.3%
63 CAPITAL OUTLAY	13,000	91,703	56,819.90	.00	.00	34,883.10	62.0%
TOTAL PUBLIC WORKS	6,188,767	6,217,270	6,291,463.15	.00	.00	-74,193.15	101.2%
325 ENGINEERING							
60 PERSONAL SERVICES	453,141	453,141	496,432.13	.00	.00	-43,291.13	109.6%
61 SUPPLIES	19,700	15,700	10,940.66	.00	.00	4,759.34	69.7%
62 OTHER SERVICES	1,834,339	1,859,339	1,612,260.54	.00	.00	247,078.46	86.7%
TOTAL ENGINEERING	2,307,180	2,328,180	2,119,633.33	.00	.00	208,546.67	91.0%
407 LEISURE SERVICES							
60 PERSONAL SERVICES	3,430,816	3,430,816	3,178,385.10	.00	.00	252,430.90	92.6%
61 SUPPLIES	811,280	811,280	793,764.71	.00	.00	17,515.29	97.8%
62 OTHER SERVICES	2,090,035	2,092,735	1,974,483.29	.00	.00	118,251.71	94.3%

CITY OF GULFPORT

YTD MONTHLY REPORT FOR MONTH ENDING 9/30/16

FOR 2016 13

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
63 CAPITAL OUTLAY	0	6,648	6,648.00	.00	.00	.00	100.0%
65 DEBT SERVICE	0	1,300	.00	.00	.00	1,300.00	.0%
TOTAL LEISURE SERVICES	6,332,131	6,342,779	5,953,281.10	.00	.00	389,497.90	93.9%
611 URBAN DEVELOP\BLDG\PLANNING							
60 PERSONAL SERVICES	1,546,638	1,546,638	1,502,998.16	.00	.00	43,639.84	97.2%
61 SUPPLIES	39,110	39,110	22,915.94	.00	.00	16,194.06	58.6%
62 OTHER SERVICES	216,655	216,655	179,173.83	.00	.00	37,481.17	82.7%
TOTAL URBAN DEVELOP\BLDG\PLANNING	1,802,403	1,802,403	1,705,087.93	.00	.00	97,315.07	94.6%
621 ECONOMIC DEVELOPMENT							
60 PERSONAL SERVICES	245,021	265,021	256,465.64	.00	.00	8,555.36	96.8%
61 SUPPLIES	5,300	5,300	5,299.42	.00	.00	.58	100.0%
62 OTHER SERVICES	106,615	86,615	48,776.57	.00	.00	37,838.43	56.3%
TOTAL ECONOMIC DEVELOPMENT	356,936	356,936	310,541.63	.00	.00	46,394.37	87.0%
TOTAL GENERAL FUND	-54,138	3,914,872	2,282,216.53	-5.48	.00	1,632,655.73	58.3%
TOTAL REVENUES	-55,719,456	-56,195,684	-54,636,001.84	-5.48	.00	-1,559,681.99	
TOTAL EXPENSES	55,665,318	60,110,556	56,918,218.37	.00	.00	3,192,337.72	
030 DISASTER RELIEF							
000 REVENUES							
45 GRANTS FEDERAL	-4,844,298	-4,844,298	.00	.00	.00	-4,844,297.72	.0%
46 GRANTS STATE	-364,522	-364,522	.00	.00	.00	-364,522.00	.0%
TOTAL REVENUES	-5,208,820	-5,208,820	.00	.00	.00	-5,208,819.72	.0%
169 HURRICANE KATRINA							

CITY OF GULFPORT



YTD MONTHLY REPORT FOR MONTH ENDING 9/30/16

FOR 2016 13

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62 OTHER SERVICES	676,833	676,833	6,280.00	.00	.00	670,553.00	.9%
TOTAL HURRICANE KATRINA	676,833	676,833	6,280.00	.00	.00	670,553.00	.9%
172 HURRICANE ISAAC							
62 OTHER SERVICES	1,686,473	1,686,473	914,145.31	.00	.00	772,327.39	54.2%
TOTAL HURRICANE ISAAC	1,686,473	1,686,473	914,145.31	.00	.00	772,327.39	54.2%
TOTAL DISASTER RELIEF	-2,845,514	-2,845,514	920,425.31	.00	.00	-3,765,939.33	-32.3%
TOTAL REVENUES	-5,208,820	-5,208,820	.00	.00	.00	-5,208,819.72	
TOTAL EXPENSES	2,363,306	2,363,306	920,425.31	.00	.00	1,442,880.39	
100 CAPITAL PROJECTS							
000 REVENUES							
45 GRANTS FEDERAL	-7,186,155	-9,147,797	-3,664,768.83	.00	.00	-5,483,028.17	40.1%
46 GRANTS STATE	-2,861,525	-61,420,956	-13,712,122.07	.00	.00	-47,708,833.93	22.3%
47 GRANTS OTHER	-707,039	-707,039	.00	.00	.00	-707,039.00	.0%
51 INTEREST EARNED	0	0	-52,061.48	-8,691.85	.00	52,061.48	100.0%
56 MISC REVENUE	-2,000,000	-2,000,000	-500,000.00	.00	.00	-1,500,000.00	25.0%
57 OPERATING TRANSFERS	0	-318,428	.00	.00	.00	-318,428.00	.0%
58 OTHER FINANCING SRCE	0	-1,405,000	-1,404,038.96	.00	.00	-961.04	99.9%
TOTAL REVENUES	-12,754,719	-74,999,220	-19,332,991.34	-8,691.85	.00	-55,666,228.66	25.8%
345 CAPITAL PROJECTS - CAP							
62 OTHER SERVICES	744,524	953,345	464,049.63	.00	.00	489,295.04	48.7%
63 CAPITAL OUTLAY	2,057,527	2,057,527	391,946.50	.00	.00	1,665,580.70	19.0%
64 CAPITAL PROJECTS	29,118,299	91,532,016	9,673,648.93	.00	.00	81,858,366.89	10.6%
65 DEBT SERVICE	0	155,062	20,191.80	.00	.00	134,870.20	13.0%
TOTAL CAPITAL PROJECTS - CAP	31,920,350	94,697,950	10,549,836.86	.00	.00	84,148,112.83	11.1%
TOTAL CAPITAL PROJECTS	19,165,631	19,698,730	-8,783,154.48	-8,691.85	.00	28,481,884.17	-44.6%
TOTAL REVENUES	-12,754,719	-74,999,220	-19,332,991.34	-8,691.85	.00	-55,666,228.66	
TOTAL EXPENSES	31,920,350	94,697,950	10,549,836.86	.00	.00	84,148,112.83	

CITY OF GULFPORT

YTD MONTHLY REPORT FOR MONTH ENDING 9/30/16

FOR 2016 13

140	PUBLIC IMPROVEMENT 2001	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
140 PUBLIC IMPROVEMENT 2001								
353 CAPITAL PROJECTS - PI 2001								
64	CAPITAL PROJECTS	117,000	0	.00	.00	.00	.00	.0%
66	OPERATING TRANSFERS	0	117,000	.00	.00	.00	117,000.00	.0%
	TOTAL CAPITAL PROJECTS - PI 2001	117,000	117,000	.00	.00	.00	117,000.00	.0%
	TOTAL PUBLIC IMPROVEMENT 2001	117,000	117,000	.00	.00	.00	117,000.00	.0%
	TOTAL EXPENSES	117,000	117,000	.00	.00	.00	117,000.00	
141 PUBLIC IMPROVEMENT 2003								
355 PUBLIC IMPROVEMENT 2003								
64	CAPITAL PROJECTS	201,428	0	.00	.00	.00	.00	.0%
66	OPERATING TRANSFERS	0	201,428	.00	.00	.00	201,428.00	.0%
	TOTAL PUBLIC IMPROVEMENT 2003	201,428	201,428	.00	.00	.00	201,428.00	.0%
	TOTAL PUBLIC IMPROVEMENT 2003	201,428	201,428	.00	.00	.00	201,428.00	.0%
	TOTAL EXPENSES	201,428	201,428	.00	.00	.00	201,428.00	
200 COMMUNITY DEVELOPMENT								
000 REVENUES								
45	GRANTS FEDERAL	-7,928,718	-9,415,144	-1,240,890.54	.00	.00	-8,174,253.90	13.2%
51	INTEREST EARNED	0	0	-496.99	-101.80	.00	496.99	100.0%
	TOTAL REVENUES	-7,928,718	-9,415,144	-1,241,387.53	-101.80	.00	-8,173,756.91	13.2%
511 COMMUNITY DEVELOPMENT								

YTD MONTHLY REPORT
FOR MONTH ENDING 9/30/16

FOR 2016 13

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PERSONAL SERVICES	93,328	197,166	102,290.88	.00	.00	94,875.12	51.9%
61 SUPPLIES	2,400	4,800	702.17	.00	.00	4,097.83	14.6%
62 OTHER SERVICES	14,408	24,383	4,229.26	.00	.00	20,153.74	17.3%
64 CAPITAL PROJECTS	739,291	1,204,146	386,286.76	.00	.00	817,859.16	32.1%
TOTAL COMMUNITY DEVELOPMENT	849,427	1,430,495	493,509.07	.00	.00	936,985.85	34.5%
513 HOME CONSORTIUM							
60 PERSONAL SERVICES	35,291	223,361	126,276.79	.00	.00	97,084.04	56.5%
61 SUPPLIES	500	10,200	686.14	.00	.00	9,513.86	6.7%
62 OTHER SERVICES	4,482	56,882	4,586.33	.00	.00	52,295.67	8.1%
63 CAPITAL OUTLAY	0	4,800	.00	.00	.00	4,800.00	.0%
85 HOME CONSORTIUM	1,445,035	1,445,035	675,803.06	.00	.00	769,232.33	46.8%
TOTAL HOME CONSORTIUM	1,485,308	1,740,278	807,352.32	.00	.00	932,925.90	46.4%
514 CDBG SUPPLEMENTAL FUNDS-KATRINA							
62 OTHER SERVICES	134,041	2,050,980	871.18	.00	.00	2,050,108.82	.0%
64 CAPITAL PROJECTS	750,772	1,785,772	393,138.04	.00	.00	1,392,633.87	22.0%
TOTAL CDBG SUPPLEMENTAL FUNDS-KAT	884,813	3,836,752	394,009.22	.00	.00	3,442,742.69	10.3%
TOTAL COMMUNITY DEVELOPMENT	-4,709,169	-2,407,619	453,483.08	-101.80	.00	-2,861,102.47	-18.8%
TOTAL REVENUES	-7,928,718	-9,415,144	-1,241,387.53	-101.80	.00	-8,173,756.91	
TOTAL EXPENSES	3,219,548	7,007,525	1,694,870.61	.00	.00	5,312,654.44	
210 POLICE AND FIRE RETIREMENT							
000 REVENUES							
40 PROPERTY TAXES	-988,600	-988,600	-847,339.21	.00	.00	-141,260.79	85.7%
49 INTERGOVERNMENTAL	-34,000	-34,000	-36,723.39	.00	.00	2,723.39	108.0%
TOTAL REVENUES	-1,022,600	-1,022,600	-884,062.60	.00	.00	-138,537.40	86.5%
211 POLICE AND FIRE RETIREMENT							

YTD MONTHLY REPORT
FOR MONTH ENDING 9/30/16

FOR 2016 13

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62 OTHER SERVICES	1,022,600	1,022,600	884,062.60	.00	.00	138,537.40	86.5%
TOTAL POLICE AND FIRE RETIREMENT	1,022,600	1,022,600	884,062.60	.00	.00	138,537.40	86.5%
TOTAL POLICE AND FIRE RETIREMENT	0	0	.00	.00	.00	.00	.0%
TOTAL REVENUES	-1,022,600	-1,022,600	-884,062.60	.00	.00	-138,537.40	
TOTAL EXPENSES	1,022,600	1,022,600	884,062.60	.00	.00	138,537.40	
275 POLICE FORFEITURE & SEIZURE							
000 REVENUES							
49 INTERGOVERNMENTAL	0	-1,679,415	-1,681,310.92	.00	.00	1,896.00	100.1%
51 INTEREST EARNED	0	0	-822.37	-274.24	.00	822.37	100.0%
56 MISC REVENUE	0	0	-219.37	.00	.00	219.37	100.0%
58 OTHER FINANCING SRCE	0	0	7,195.50	.00	.00	-7,195.50	100.0%
TOTAL REVENUES	0	-1,679,415	-1,675,157.16	-274.24	.00	-4,257.76	99.7%
276 FORFEITURES AND SEIZURES FED							
60 PERSONAL SERVICES	29,399	29,399	1,486.55	.00	.00	27,912.94	5.1%
61 SUPPLIES	7,591	7,591	.00	.00	.00	7,590.70	.0%
62 OTHER SERVICES	10,000	20,000	6,589.10	.00	.00	13,410.90	32.9%
63 CAPITAL OUTLAY	319,038	1,313,471	845,329.69	.00	.00	468,141.29	64.4%
TOTAL FORFEITURES AND SEIZURES FE	366,029	1,370,461	853,405.34	.00	.00	517,055.83	62.3%
277 FORFEITURES AND SEIZURES COUNT							
60 PERSONAL SERVICES	12,003	12,003	.00	.00	.00	12,002.50	.0%
61 SUPPLIES	11,380	11,380	11,289.23	.00	.00	90.43	99.2%
63 CAPITAL OUTLAY	127,957	802,940	228,251.29	.00	.00	574,688.25	28.4%
TOTAL FORFEITURES AND SEIZURES CO	151,339	826,322	239,540.52	.00	.00	586,781.18	29.0%
TOTAL POLICE FORFEITURE & SEIZURE	517,368	517,368	-582,211.30	-274.24	.00	1,099,579.25	-112.5%
TOTAL REVENUES	0	-1,679,415	-1,675,157.16	-274.24	.00	-4,257.76	
TOTAL EXPENSES	517,368	2,196,783	1,092,945.86	.00	.00	1,103,837.01	

CITY OF GULFPORT



YTD MONTHLY REPORT FOR MONTH ENDING 9/30/16

FOR 2016 13

285	COASTAL NARCOTICS TASK FORCE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
285 COASTAL NARCOTICS TASK FORCE								
000 REVENUES								
49	INTERGOVERNMENTAL	0	-2,722	-3,348.48	.00	.00	626.00	123.0%
51	INTEREST EARNED	0	0	-173.48	-39.27	.00	173.48	100.0%
	TOTAL REVENUES	0	-2,722	-3,521.96	-39.27	.00	799.48	129.4%
286 POLICE NARCOTICS TASK FORCE								
61	SUPPLIES	75,942	78,664	-238.43	.00	.00	78,902.46	-.3%
63	CAPITAL OUTLAY	9,256	9,256	5,900.00	.00	.00	3,356.00	63.7%
	TOTAL POLICE NARCOTICS TASK FORCE	85,198	87,920	5,661.57	.00	.00	82,258.46	6.4%
	TOTAL COASTAL NARCOTICS TASK FORC	85,198	85,198	2,139.61	-39.27	.00	83,057.94	2.5%
	TOTAL REVENUES	0	-2,722	-3,521.96	-39.27	.00	799.48	
	TOTAL EXPENSES	85,198	87,920	5,661.57	.00	.00	82,258.46	
300 MUNICIPAL DEBT SERVICE								
000 REVENUES								
40	PROPERTY TAXES	-4,610,278	-4,610,278	-4,322,838.31	.00	.00	-287,439.69	93.8%
49	INTERGOVERNMENTAL	-165,000	-165,000	-187,697.31	.00	.00	22,697.31	113.8%
51	INTEREST EARNED	0	0	-715.94	.00	.00	715.94	100.0%
	TOTAL REVENUES	-4,775,278	-4,775,278	-4,511,251.56	.00	.00	-264,026.44	94.5%
701 DEBT SERVICE								
65	DEBT SERVICE	5,686,000	5,686,000	5,395,784.67	.00	.00	290,215.33	94.9%
	TOTAL DEBT SERVICE	5,686,000	5,686,000	5,395,784.67	.00	.00	290,215.33	94.9%

CITY OF GULFPORT

YTD MONTHLY REPORT FOR MONTH ENDING 9/30/16

FOR 2016 13

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL MUNICIPAL DEBT SERVICE	910,722	910,722	884,533.11	.00	.00	26,188.89	97.1%
TOTAL REVENUES	-4,775,278	-4,775,278	-4,511,251.56	.00	.00	-264,026.44	
TOTAL EXPENSES	5,686,000	5,686,000	5,395,784.67	.00	.00	290,215.33	
400 WATER/SEWER UTILITY FUND							
000 REVENUES							
50 CHARGES FOR SERVICE	-31,016,432	-31,016,432	-30,766,975.55	.00	.00	-249,456.45	99.2%
51 INTEREST EARNED	-3,000	-3,000	-11,038.40	.00	.00	8,038.40	367.9%
56 MISC REVENUE	-1,795,000	-1,795,000	-1,796,083.43	.00	.00	1,083.43	100.1%
TOTAL REVENUES	-32,814,432	-32,814,432	-32,574,097.38	.00	.00	-240,334.62	99.3%
811 UTILITY BILLING							
60 PERSONAL SERVICES	994,720	994,720	909,719.15	.00	.00	85,000.85	91.5%
61 SUPPLIES	72,500	72,500	55,847.64	.00	.00	16,652.36	77.0%
62 OTHER SERVICES	2,269,654	2,269,654	2,211,172.08	.00	.00	58,481.92	97.4%
63 CAPITAL OUTLAY	30,000	30,000	27,645.27	.00	.00	2,354.73	92.2%
TOTAL UTILITY BILLING	3,366,874	3,366,874	3,204,384.14	.00	.00	162,489.86	95.2%
815 WATER OPERATIONS							
61 SUPPLIES	1,813,763	1,793,763	1,738,571.67	.00	.00	55,191.33	96.9%
62 OTHER SERVICES	2,885,366	2,919,366	2,963,493.97	.00	.00	-44,127.97	101.5%
63 CAPITAL OUTLAY	7,000	30,000	27,344.86	.00	.00	2,655.14	91.1%
TOTAL WATER OPERATIONS	4,706,129	4,743,129	4,729,410.50	.00	.00	13,718.50	99.7%
825 SEWER OPERATIONS							
60 PERSONAL SERVICES	201,296	201,296	112,096.77	.00	.00	89,199.23	55.7%
61 SUPPLIES	909,086	849,086	831,681.67	.00	.00	17,404.33	98.0%

YTD MONTHLY REPORT
FOR MONTH ENDING 9/30/16

FOR 2016 13

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62 OTHER SERVICES	2,545,476	2,542,476	2,529,332.95	.00	.00	13,143.05	99.5%
63 CAPITAL OUTLAY	0	63,000	61,309.94	.00	.00	1,690.06	97.3%
TOTAL SEWER OPERATIONS	3,655,858	3,655,858	3,534,421.33	.00	.00	121,436.67	96.7%
835 DEBT SERVICE WATER AND SEWER							
65 DEBT SERVICE	8,899,045	8,899,045	8,856,356.08	.00	.00	42,688.92	99.5%
TOTAL DEBT SERVICE WATER AND SEWE	8,899,045	8,899,045	8,856,356.08	.00	.00	42,688.92	99.5%
845 HCWWSWMD							
62 OTHER SERVICES	11,250,000	11,250,000	11,306,016.31	.00	.00	-56,016.31	100.5%
TOTAL HCWWSWMD	11,250,000	11,250,000	11,306,016.31	.00	.00	-56,016.31	100.5%
849 WATER AND SEWER PROJECTS							
62 OTHER SERVICES	1,455,754	2,133,114	954,470.62	.00	.00	1,178,643.04	44.7%
64 CAPITAL PROJECTS	12,929,095	12,686,636	3,612,735.10	.00	.00	9,073,901.33	28.5%
65 DEBT SERVICE	0	55,062	4,165.01	.00	.00	50,896.99	7.6%
TOTAL WATER AND SEWER PROJECTS	14,384,849	14,874,812	4,571,370.73	.00	.00	10,303,441.36	30.7%
TOTAL WATER/SEWER UTILITY FUND	13,448,323	13,975,286	3,627,861.71	.00	.00	10,347,424.38	26.0%
TOTAL REVENUES	-32,814,432	-32,814,432	-32,574,097.38	.00	.00	-240,334.62	
TOTAL EXPENSES	46,262,755	46,789,718	36,201,959.09	.00	.00	10,587,759.00	
420 JOSEPH T JONES							
000 REVENUES							
50 CHARGES FOR SERVICE	-1,100,000	-1,100,000	-854,092.76	.00	.00	-245,907.24	77.6%
51 INTEREST EARNED	0	0	-29.97	-5.96	.00	29.97	100.0%

YTD MONTHLY REPORT
FOR MONTH ENDING 9/30/16

FOR 2016 13

420	JOSEPH T JONES	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
56	MISC REVENUE	0	0	-224,346.70	.00	.00	224,346.70	100.0%
	TOTAL REVENUES	-1,100,000	-1,100,000	-1,078,469.43	-5.96	.00	-21,530.57	98.0%
445 JOSEPH T JONES								
60	PERSONAL SERVICES	300,997	300,997	296,911.57	.00	.00	4,085.43	98.6%
61	SUPPLIES	490,000	493,321	330,072.20	.00	.00	163,248.80	66.9%
62	OTHER SERVICES	300,000	520,569	283,933.80	.00	.00	236,635.20	54.5%
	TOTAL JOSEPH T JONES	1,090,997	1,314,887	910,917.57	.00	.00	403,969.43	69.3%
	TOTAL JOSEPH T JONES	-9,003	214,887	-167,551.86	-5.96	.00	382,438.86	-78.0%
	TOTAL REVENUES	-1,100,000	-1,100,000	-1,078,469.43	-5.96	.00	-21,530.57	
	TOTAL EXPENSES	1,090,997	1,314,887	910,917.57	.00	.00	403,969.43	
500 GROUP HEALTH AND LIFE								
000 REVENUES								
50	CHARGES FOR SERVICE	-5,735,438	-5,735,438	-5,731,047.95	.00	.00	-4,390.05	99.9%
51	INTEREST EARNED	0	0	-251.67	.00	.00	251.67	100.0%
56	MISC REVENUE	-300,000	-300,000	-1,163,829.22	.00	.00	863,829.22	387.9%
	TOTAL REVENUES	-6,035,438	-6,035,438	-6,895,128.84	.00	.00	859,690.84	114.2%
911 GROUP HEALTH AND LIFE								
62	OTHER SERVICES	6,845,500	6,845,500	7,461,342.25	390,192.78	.00	-615,842.25	109.0%
	TOTAL GROUP HEALTH AND LIFE	6,845,500	6,845,500	7,461,342.25	390,192.78	.00	-615,842.25	109.0%
	TOTAL GROUP HEALTH AND LIFE	810,062	810,062	566,213.41	390,192.78	.00	243,848.59	69.9%
	TOTAL REVENUES	-6,035,438	-6,035,438	-6,895,128.84	.00	.00	859,690.84	
	TOTAL EXPENSES	6,845,500	6,845,500	7,461,342.25	390,192.78	.00	-615,842.25	
510 CLAIMS CONTINGENCY								
000 REVENUES								

YTD MONTHLY REPORT
FOR MONTH ENDING 9/30/16

FOR 2016 13

510 CLAIMS CONTINGENCY	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50 CHARGES FOR SERVICE	-3,057,504	-3,057,504	-3,038,072.03	.00	.00	-19,431.97	99.4%
51 INTEREST EARNED	-1,000	-1,000	-1,319.48	-122.03	.00	319.48	131.9%
56 MISC REVENUE	0	0	-10,234.30	.00	.00	10,234.30	100.0%
TOTAL REVENUES	-3,058,504	-3,058,504	-3,049,625.81	-122.03	.00	-8,878.19	99.7%
915 CLAIMS CONTINGENCY							
62 OTHER SERVICES	2,876,348	2,876,348	2,660,240.57	37,600.09	.00	216,107.43	92.5%
TOTAL CLAIMS CONTINGENCY	2,876,348	2,876,348	2,660,240.57	37,600.09	.00	216,107.43	92.5%
TOTAL CLAIMS CONTINGENCY	-182,156	-182,156	-389,385.24	37,478.06	.00	207,229.24	213.8%
TOTAL REVENUES	-3,058,504	-3,058,504	-3,049,625.81	-122.03	.00	-8,878.19	
TOTAL EXPENSES	2,876,348	2,876,348	2,660,240.57	37,600.09	.00	216,107.43	
GRAND TOTAL	27,455,751	35,010,263	-1,185,430.12	418,552.24	.00	36,195,693.25	-3.4%

** END OF REPORT - Generated by Ginnie Hem **

CITY OF GULFPORT



YTD PROJECT BUDGET REPORT FOR MONTH ENDING 9/30/16

FOR 2016 13

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
030 DISASTER RELIEF							
18843 CITY-WIDE PROPERTY -HURR ISA	256,060	256,060	.00	.00	.00	256,060.00	.0%
18846 PIERS - ISAAC PW GCGNS15	1,091,166	1,091,166	617,469.17	.00	.00	473,696.83	56.6%
18847 JETTIES - ISAAC PW GCGNS16	339,247	339,247	296,676.14	.00	.00	42,570.56	87.5%
18890 ADMINISTRATION - OUTSIDE CONS	676,833	676,833	6,280.00	.00	.00	670,553.00	.9%
TOTAL DISASTER RELIEF	2,363,306	2,363,306	920,425.31	.00	.00	1,442,880.39	38.9%
TOTAL EXPENSES	2,363,306	2,363,306	920,425.31	.00	.00	1,442,880.39	
100 CAPITAL PROJECTS							
NO PROJECT	842,822	722,822	.00	.00	.00	722,822.00	.0%
02341 SEAWAY ROAD WIDENING TEA 21	2,112,235	2,112,235	1,834,923.55	.00	.00	277,311.45	86.9%
02382 JOSEPH T JONES MEMORIAL PARK	224,526	224,526	.00	.00	.00	224,526.00	.0%
02386 JONES PARK \ HARBOR IMP '07	1,011,885	1,011,885	.00	.00	.00	1,011,885.00	.0%
02393 28TH STREET WIDENING(TEA 21)2	3,945,525	3,945,525	1,151,399.08	.00	.00	2,794,125.92	29.2%
02394 LORRAINE ROAD BRIDGE @ BILOXI	1,387	1,387	.00	.00	.00	1,387.15	.0%
02405 DEDEAUX ROAD WIDENING PHASE 2	228,269	2,187,381	113,458.35	.00	.00	2,073,922.65	5.2%
02410 ORANGE GROVE COMM CENTER	1,500	0	.00	.00	.00	.00	.0%
02425 GRANITE STONES	10,000	8,660	8,660.00	.00	.00	.00	100.0%
02444 JONES PARK LIGHTING AND INFRA	381,267	381,267	.00	.00	.00	381,267.00	.0%
02452 ARMORY BUILDING UPGRADES	1,379	1,379	1,379.00	.00	.00	.00	100.0%
02464 CITY HALL IMPROVEMENTS	56,669	56,669	.00	.00	.00	56,669.00	.0%
02480 HARBOR MASTER BULKHEAD	240,506	240,506	.00	.00	.00	240,506.00	.0%
02484 19TH ST COMMUNITY CENTER	18,689	325	324.52	.00	.00	.48	99.9%
02501 SR 601 SEC 008 UTILITY RELOCA	1,714,967	0	.00	.00	.00	.00	.0%
02503 THREE RIVRS RD/CREOSOTE RD WD	861,486	1,024,342	992,032.25	.00	.00	32,309.75	96.8%
02505 FIRE STATION #8 - UPGRADE	14,707	14,707	14,707.00	.00	.00	.00	100.0%
02506 AIRPORT RD WDNG/WASH AVE-4 RN	0	700,000	.00	.00	.00	700,000.00	.0%
02507 WAYFINDING PROJECT	0	150,000	58,907.97	.00	.00	91,092.03	39.3%
02508 ORANGE GROVE ROOF	0	410,292	20,423.03	.00	.00	389,868.97	5.0%
02748 HAR CO DIST 4 PAVING PROJ/LIS	16,740	21,436	.00	.00	.00	21,436.00	.0%
02759 IMPROVEMENTS TO STRUTHERS PRO	109,061	0	.00	.00	.00	.00	.0%
02765 JONES PARK IMP-BARKSDALE DONA	120,447	120,447	73,515.52	.00	.00	46,931.48	61.0%
02770 JONES PARK IMP-LEO SEAL DONAT	110,049	110,049	.00	.00	.00	110,049.00	.0%
02775 WARD 1 PARKS IMPROVEMENT	20,000	20,000	.00	.00	.00	20,000.00	.0%
02779 2012 BOND ISSUE - ROAD IMPROV	1,184,451	0	.00	.00	.00	.00	.0%
02781 2012 BOND ISSUE-ST PAVING PHA	7,321	0	.00	.00	.00	.00	.0%
02784 2012 BOND ISSUE-ST PAVING PHA	0	20,173	20,172.93	.00	.00	.07	100.0%

YTD PROJECT BUDGET REPORT
FOR MONTH ENDING 9/30/16

FOR 2016 13

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
02785 2012 BOND ISSUE-PHASE 5 / 22N	88,057	108,171	74,109.36	.00	.00	34,061.64	68.5%
02786 2012 BOND ISSUE-ST PAVING PHA	28,134	0	-121,337.11	.00	.00	121,337.11	100.0%
02787 ST PAVING PHASE 7	388,432	0	.00	.00	.00	.00	.0%
02788 PHASE 8 / E TAYLOR RD	513,021	305,660	278,414.06	.00	.00	27,245.94	91.1%
02789 2012 BOND ISSUE-ST PAVING PHA	150,056	0	.00	.00	.00	.00	.0%
02792 TIDELANDS -2013 - YACHT BASIN	281,839	281,839	5,369.47	.00	.00	276,469.53	1.9%
02793 MAYS RD & SIMPSON RD PROJECT	11,485	0	.00	.00	.00	.00	.0%
02796 COURTHOUSE	521,961	521,961	109,465.19	.00	.00	412,495.81	21.0%
02804 LANDON RD WIDENING	180,000	1,430,000	146,714.00	.00	.00	1,283,286.00	10.3%
02810 PASS RD TRAFFIC SIGNAL SOFTWA	146,871	558,513	504,698.74	.00	.00	53,814.26	90.4%
02812 DOLAN AVE DRAINAGE PROJECT	8,985	0	.00	.00	.00	.00	.0%
02814 TIDELANDS 14 YACHT BASIN	225,000	225,000	.00	.00	.00	225,000.00	.0%
02815 TIDELANDS 15 J HILL PARK BAYO	113,067	0	.00	.00	.00	.00	.0%
02817 TIDELANDS 15-COURTHOUSE RD BO	86,518	199,585	100,159.61	.00	.00	99,425.39	50.2%
02818 SEASONAL LIGHT SHOW	2,286,320	2,286,320	1,499,754.42	.00	.00	786,565.58	65.6%
02819 AQUARIUM	0	60,000,000	846,465.98	.00	.00	59,153,534.02	1.4%
02821 E TAYLOR RD TRAFFIC STUDY	0	15,000	.00	.00	.00	15,000.00	.0%
02901 POOLE STREET DRAINAGE	67,820	80,936	79,358.10	.00	.00	1,577.90	98.1%
02902 GARY & DARREN ST DRAINAGE	53,933	49,873	49,872.68	.00	.00	.12	100.0%
02903 WHITNEY DRIVE DRAINAGE	100,000	100,000	.00	.00	.00	100,000.00	.0%
02904 AIRPORT ROAD PAVING	200,000	100,000	.00	.00	.00	100,000.00	.0%
02905 HAND DRIVE DRAINAGE	53,804	53,804	.00	.00	.00	53,804.00	.0%
02906 HARRISON AVE BOX CULVERT	67,558	67,558	67,557.68	.00	.00	.00	100.0%
02907 HIGHWAY 49 @ 18TH ST DRAINAGE	50,000	50,000	.00	.00	.00	50,000.00	.0%
02908 GREENVIEW DRAINAGE	220,501	220,501	21,527.89	.00	.00	198,972.61	9.8%
02909 EPA STORMWATER PHASE 2 PROJEC	25,000	25,000	.00	.00	.00	25,000.00	.0%
02910 GLENDALE ST PANEL REPLACEMENT	1,438	1,438	.00	.00	.00	1,438.09	.0%
02911 ONEAL RD WIDENING PHASE 2	98,313	98,313	.00	.00	.00	98,313.00	.0%
02912 THREE RIVERS RD WIDENING (SEA	98,314	98,314	.00	.00	.00	98,314.00	.0%
02913 ADA COMPLIANCE PROJECTS	25,000	25,000	17,541.00	.00	.00	7,459.00	70.2%
02914 ROYAL STREET/ST CHARLES DRAIN	200,000	200,000	24,937.75	.00	.00	175,062.25	12.5%
02915 PUBLIC WORKS EQUIPMENT	228,967	228,967	228,831.40	.00	.00	135.80	99.9%
02916 GULFPORT HIGH DRAINAGE PROJEC	250,000	258,985	194,560.55	.00	.00	64,424.45	75.1%
02917 THIRD ST DRAINAGE PROJECT	26,160	21,464	21,464.00	.00	.00	.00	100.0%
02918 MILL RD DRAINAGE PROJECT	40,000	40,000	.00	.00	.00	40,000.00	.0%
02919 53RD AVE BOX CULVERT PROJECT	35,000	35,000	.00	.00	.00	35,000.00	.0%
02920 LEISURE SERVICES PROJECTS	188,141	209,345	4,990.33	.00	.00	204,354.77	2.4%
02921 FLAT BRANCH/QUBBIE CREEK PROJ	0	100,000	.00	.00	.00	100,000.00	.0%
02930 SOCCER FIELDS	2,500,000	2,500,000	.00	.00	.00	2,500,000.00	.0%
02935 BAYOU VIEW ADA IMPROVEMENTS	400,000	400,000	236,243.49	.00	.00	163,756.51	59.1%
02936 MIDDLE DRIVE OVERLAY	0	91,983	91,982.38	.00	.00	.62	100.0%
02940 SOFTBALL FIELD EXPANSION SPOR	5,992,368	6,857,368	1,329,646.89	.00	.00	5,527,721.11	19.4%
05441 28TH ST PARK IMPROVEMENTS 14	18,240	18,240	5,217.08	.00	.00	13,022.92	28.6%
05849 BRICKYARD BAYOU DRAINAGE	815,212	815,212	200,642.02	.00	.00	614,569.58	24.6%

YTD PROJECT BUDGET REPORT
FOR MONTH ENDING 9/30/16

FOR 2016 13

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
05850 COFFEE CREEK DRAINAGE/RECREAT	70,388	70,388	29,779.89	.00	.00	40,607.68	42.3%
29008 LEASE PURCHASE OF 5 FIRE TRUC	1,828,560	1,828,560	163,115.10	.00	.00	1,665,444.90	8.9%
41147 PLAYGROUND MODULES	0	350,000	5,212.36	.00	.00	344,787.64	1.5%
82574 BILOXI RIVER ESTATES PAVING	0	43,640	43,639.35	.00	.00	.65	100.0%
82585 VEH MOUNTED CAMERA TRUCK I &	0	240,000	.00	.00	.00	240,000.00	.0%
TOTAL CAPITAL PROJECTS	31,920,350	94,697,950	10,549,836.86	.00	.00	84,148,112.83	11.1%
TOTAL EXPENSES	31,920,350	94,697,950	10,549,836.86	.00	.00	84,148,112.83	
140 PUBLIC IMPROVEMENT 2001							
NO PROJECT	0	117,000	.00	.00	.00	117,000.00	.0%
08006 PASS ROAD WIDENING EAST OF CO	117,000	0	.00	.00	.00	.00	.0%
TOTAL PUBLIC IMPROVEMENT 2001	117,000	117,000	.00	.00	.00	117,000.00	.0%
TOTAL EXPENSES	117,000	117,000	.00	.00	.00	117,000.00	
141 PUBLIC IMPROVEMENT 2003							
NO PROJECT	0	201,428	.00	.00	.00	201,428.00	.0%
01013 28TH STREET FIVE LANE TEA21	156,696	0	.00	.00	.00	.00	.0%
01032 ONEAL ROAD WIDENING PHASE 2	40,486	0	.00	.00	.00	.00	.0%
02502 DRAINAGE PROJECTS 2013	4,246	0	.00	.00	.00	.00	.0%
TOTAL PUBLIC IMPROVEMENT 2003	201,428	201,428	.00	.00	.00	201,428.00	.0%
TOTAL EXPENSES	201,428	201,428	.00	.00	.00	201,428.00	
200 COMMUNITY DEVELOPMENT							
05338 EAST NORTH GLFPT PARK PLAYGRN	109,416	154,450	63,103.92	.00	.00	91,346.08	40.9%
05400 ADMIN 2014	480	480	479.20	.00	.00	.80	99.8%
05433 EMERGENCY HOUSING REPAIR 2014	64,955	64,955	64,955.10	.00	.00	.00	100.0%
05440 HOUSING SAFETY PROGRAM	993	0	.00	.00	.00	.00	.0%
05441 28TH ST PARK IMPROVEMENTS 14	125,011	125,011	125,010.92	.00	.00	.00	100.0%
05505 ADMIN 2015	109,656	109,656	87,174.54	.00	.00	22,481.46	79.5%
05510 CATHOLIC SOCIAL SERVICES 2015	10,000	10,000	10,000.00	.00	.00	.00	100.0%
05511 CENTER FOR PREVENTION OF CHIL	10,000	10,000	10,000.00	.00	.00	.00	100.0%
05512 DE L'EPEE DEAF CENTER 2015	15,000	15,000	15,000.00	.00	.00	.00	100.0%

YTD PROJECT BUDGET REPORT
FOR MONTH ENDING 9/30/16

FOR 2016 13

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
05513 GULF COAST COMM MINISTRIES 20	10,000	8,862	8,862.13	.00	.00	.00	100.0%
05514 GULF COAST WOMEN'S CTR NONVIO	10,000	10,000	10,000.00	.00	.00	.00	100.0%
05515 ST VINCENT DEPAUL PHARMACY 20	10,000	10,000	10,000.00	.00	.00	.00	100.0%
05516 EMERGENCY HOUSING REPAIR 2015	103,916	103,916	64,979.50	.00	.00	38,936.50	62.5%
05517 VARIOUS PUBLIC FACILITIE/PARK	270,000	222,722	.00	.00	.00	222,721.58	.0%
05518 SOUTH MS AIDS TASK FORCE 2015	0	4,375	4,375.19	.00	.00	.00	100.0%
05600 ADMIN 2016	0	116,213	19,568.57	.00	.00	96,644.43	16.8%
05691 CATHOLIC SOCIAL SERVICES 2016	0	10,000	.00	.00	.00	10,000.00	.0%
05692 DE L'EPEE DEAF CENTER 2016	0	12,000	.00	.00	.00	12,000.00	.0%
05693 OPEN DOORS HOMELESS COALITION	0	10,000	.00	.00	.00	10,000.00	.0%
05694 EMERGENCY HOUSING REPAIRS 201	0	75,000	.00	.00	.00	75,000.00	.0%
05695 19TH ST INFRASTRUCTURE ENG 20	0	232,855	.00	.00	.00	232,855.00	.0%
05696 ADA COMP - ELEVATORS 2016	0	125,000	.00	.00	.00	125,000.00	.0%
05801 DOWNTOWN STREET SCAPE ENHANCE	600,481	600,481	363,947.64	.00	.00	236,533.15	60.6%
05825 MUNICIPAL COMPLEX DOWNTOWN	128,306	128,306	.00	.00	.00	128,306.00	.0%
05840 SEAWAY ROAD	24,931	24,931	.00	.00	.00	24,931.00	.0%
05845 WEST HARBOR EXPANSION	10,000	10,000	.00	.00	.00	10,000.00	.0%
05848 HARBOR ELEVATED FUEL FACILITY	91,641	0	-14,977.19	.00	.00	14,977.19	100.0%
05849 BRICKYARD BAYOU DRAINAGE	0	1,968,580	.00	.00	.00	1,968,580.00	.0%
05850 COFFEE CREEK DRAINAGE/RECREAT	29,454	1,104,454	45,038.77	.00	.00	1,059,415.35	4.1%
TOTAL COMMUNITY DEVELOPMENT	1,734,240	5,267,247	887,518.29	.00	.00	4,379,728.54	16.8%
TOTAL EXPENSES	1,734,240	5,267,247	887,518.29	.00	.00	4,379,728.54	

400 WATER/SEWER UTILITY FUND

NO PROJECT	936,527	197,467	186,135.72	.00	.00	11,331.28	94.3%
02787 ST PAVING PHASE 7	20,912	20,912	.00	.00	.00	20,911.79	.0%
02901 POOLE STREET DRAINAGE	23,000	23,000	22,924.13	.00	.00	75.87	99.7%
05801 DOWNTOWN STREET SCAPE ENHANCE	0	22,000	20,650.16	.00	.00	1,349.84	93.9%
81517 LYMAN UTILITY PURCHASE	0	112,963	112,962.62	.00	.00	.38	100.0%
81522 UTILITY ACQUISITION	893	40,893	40,893.00	.00	.00	.00	100.0%
82562 SEAWAY ISLAND WATER MAIN CONN	866,724	514,224	31,958.50	.00	.00	482,265.00	6.2%
82564 38TH AVE SEWER PROJECT	175,076	175,076	.00	.00	.00	175,076.14	.0%
82565 BAYOU VIEW TANK REPLACEMENT	2,071,700	2,071,700	59,675.56	.00	.00	2,012,024.44	2.9%
82566 HATTEN LANE SEWER IMPROVEMENT	783,643	683,643	633,194.00	.00	.00	50,449.44	92.6%
82567 POPLAR CIRCLE CHAMBERLAIN AVE	1,317,518	2,237,518	416,345.57	.00	.00	1,821,172.73	18.6%
82568 PH 1WEST 28TH ST WATER MAIN I	1,649,556	1,049,556	543,229.14	.00	.00	506,327.11	51.8%
82569 PH 2WEST 28TH ST WATER MAIN I	1,622,217	1,622,217	30,601.50	.00	.00	1,591,615.39	1.9%
82570 RETREAT VILLAGE/OAKLEIGH MANO	1,554,860	2,074,860	1,034,879.99	.00	.00	1,039,980.36	49.9%
82571 PUMP STATION REHABILITATION	1,153,413	1,253,413	213,193.04	.00	.00	1,040,219.46	17.0%
82572 BENEFIELD SEWER REPLACEMENT	1,296,930	1,296,930	65,083.57	.00	.00	1,231,845.98	5.0%

YTD PROJECT BUDGET REPORT
FOR MONTH ENDING 9/30/16

FOR 2016 13

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
82573 LYMAN GRAVITY SEWER	632,912	746,412	745,748.04	.00	.00	663.46	99.9%
82574 BILOXI RIVER ESTATES PAVING	150,000	150,000	149,999.66	.00	.00	.34	100.0%
82575 FIBER OPTIC COMM PLAN	88,607	88,607	45,004.47	.00	.00	43,602.41	50.8%
82576 SEWER MANHOLE FAILURE 34TH AV	40,362	0	.00	.00	.00	.00	.0%
82578 HERRING ROAD SEWER	0	110,194	47,981.63	.00	.00	62,212.37	43.5%
82579 SAUCIER LN/BEAULAH CHURCH RD	0	70,000	.00	.00	.00	70,000.00	.0%
82580 HWY 49/OR GR/SSWAN/3 RVRS	0	62,800	53,066.76	.00	.00	9,733.24	84.5%
82581 FORREST HEIGHTS SEWER SYSTEM	0	15,000	5,655.00	.00	.00	9,345.00	37.7%
82582 LAURELWOOD, SULLIVAN, DUCKWRTH	0	71,000	40,937.00	.00	.00	30,063.00	57.7%
82583 THREE RVRS FR ONEAL TO DCKWRT	0	68,006	35,803.16	.00	.00	32,202.84	52.6%
82584 THREE RIVERS RD/MAYS RD SEWER	0	41,360	31,283.50	.00	.00	10,076.50	75.6%
82585 VEH MOUNTED CAMERA TRUCK I &	0	55,062	4,165.01	.00	.00	50,896.99	7.6%
TOTAL WATER/SEWER UTILITY FUND	14,384,849	14,874,812	4,571,370.73	.00	.00	10,303,441.36	30.7%
TOTAL EXPENSES	14,384,849	14,874,812	4,571,370.73	.00	.00	10,303,441.36	
GRAND TOTAL	50,721,173	117,521,742	16,929,151.19	.00	.00	100,592,591.12	14.4%

** END OF REPORT - Generated by Ginnie Hem **



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ginnie Hem, Manager
Finance

Date: 10/07/2016

Subject: Associated Adjusters Check Register - for the month of September, 2016 - to be made part of the minutes.

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: October 5, 2016

Re: Monthly Check Register from Associated Adjusters

Attached are the reports from Associated Adjusters of payments made on Workers' Compensation and General Liability claims for the month of September, 2016 to be approved and spread on the minutes of the October 18, 2016 Council meeting.

If you have any questions, please call my office at any time.

October 03, 2016
4:53 pm

Check Register

Page 1 of 6

Report Criteria: Transaction Date Range = 9/1/2016 - 9/30/2016 and Checking Account = 'City of Gulfport'

Checking Account Is City of Gulfport

<u>Transaction Type</u>	<u>Check Number</u>	<u>Payee Name</u>	<u>Transaction Amount</u>
<u>Transaction Date</u>	<u>Void Date</u>		
Voided	20041	Encore Rehabilitation, Inc.	\$207.38
09/08/2016	09/08/2016		
Voided Totals (1)			\$207.38
Deposit/Reimbursement/Voided Totals (1)			\$207.38

<u>Transaction Type</u>	<u>Check Number</u>	<u>Payee Name</u>	<u>Transaction Amount</u>
<u>Transaction Date</u>	<u>Void Date</u>		
Check	20021	StoneRiver Pharmacy Solutions	\$35.47
09/02/2016			
Check	20022	Mississippi Orthopaedic Institute, PLLC	\$111.22
09/02/2016			
Check	20023	Beach Pharmacy, Inc.	\$188.49
09/02/2016			
Check	20024	Beach Pharmacy, Inc.	\$219.91
09/02/2016			
Check	20025	Memorial Hospital	\$369.90
09/02/2016			
Check	20026	Memorial Hospital at Gulfport	\$1,355.49
09/02/2016			
Check	20027	HealthPort	\$15.68
09/02/2016			
Check	20028	Leslee Curry as parent and guardian	\$145.06
09/06/2016			
Check	20029	Leslee Curry as parent and guardian	\$145.06
09/06/2016			
Check	20030	Leslee Curry	\$507.74
09/06/2016			
Check	20031	Dorothy Payne	\$718.96
09/06/2016			
Check	20032	Christopher Langenbach	\$844.62
09/06/2016			
Check	20033	Mississippi Orthopaedic Institute, PLLC	\$79.29
09/08/2016			
Check	20034	Rehabilitation Inc.	\$95.00
09/08/2016			
Check	20035	RN Resources, Inc.	\$102.06
09/08/2016			
Check	20036	Bienville Orthopaedic Specialists, LLC	\$128.35
09/08/2016			
Check	20037	Bienville Orthopaedic Specialists, LLC	\$128.35
09/08/2016			
Check	20038	Christian Oatis	\$168.48
09/08/2016			
Check	20039	Encore Rehabilitation, Inc.	\$196.47
09/08/2016			
Check	20040	Encore Rehabilitation, Inc.	\$196.47
09/08/2016			
Check	20041	Encore Rehabilitation, Inc.	\$207.38
09/08/2016			
Check	20042	Memorial Emergency Physicians	\$220.18
09/08/2016			
Check	20043	Applied Psychology Center	\$222.16
09/08/2016			
Check	20044	Rehabilitation Inc.	\$435.00
09/08/2016			
Check	20045	Rehabilitation Inc.	\$780.00
09/08/2016			

October 03, 2016
4:53 pm

Check Register

Page 2 of 6

Report Criteria: Transaction Date Range = 9/1/2016 - 9/30/2016 and Checking Account = 'City of Gulfport'

Checking Account Is City of Gulfport

<u>Transaction Type</u>	<u>Check Number</u>	<u>Payee Name</u>	<u>Transaction Amount</u>
<u>Transaction Date</u>	<u>Void Date</u>		
Check	20046	RN Resources, Inc.	\$973.61
09/08/2016			
Check	20047	Encore Rehabilitation, Inc.	\$196.47
09/08/2016			
Check	20048	Advanced Orthopedics PLLC	\$79.29
09/12/2016			
Check	20049	Mississippi Orthopaedic Institute, PLLC	\$114.03
09/12/2016			
Check	20050	Bienville Orthopaedic Specialists, LLC	\$128.35
09/12/2016			
Check	20051	Bienville Orthopaedic Specialists, LLC	\$128.35
09/12/2016			
Check	20052	Memorial Emergency Physicians	\$146.96
09/12/2016			
Check	20053	Bienville Orthopaedic Specialists, LLC	\$181.03
09/12/2016			
Check	20054	Encore Rehabilitation, Inc.	\$196.47
09/12/2016			
Check	20055	Encore Rehabilitation, Inc.	\$196.47
09/12/2016			
Check	20056	Encore Rehabilitation, Inc.	\$196.47
09/12/2016			
Check	20057	Richard J Gorman MD	\$610.00
09/12/2016			
Check	20058	Bienville Orthopaedic Specialists, LLC	\$181.03
09/13/2016			
Check	20059	Encore Rehabilitation, Inc.	\$196.47
09/13/2016			
Check	20060	Beach Pharmacy, Inc.	\$232.44
09/13/2016			
Check	20061	Advanced Orthopedics PLLC	\$250.00
09/13/2016			
Check	20062	RN Resources, Inc.	\$1,516.32
09/13/2016			
Check	20063	Marty Capers	\$898.24
09/13/2016			
Check	20064	Bienville Orthopaedic Specialists, LLC	\$75.33
09/14/2016			
Check	20065	Bienville Orthopaedic Specialists, LLC	\$181.03
09/14/2016			
Check	20066	Shelia Ramon	\$396.39
09/14/2016			
Check	20067	Bienville Orthopaedic Specialists, LLC	\$679.12
09/14/2016			
Check	20068	Charlie Pope	\$937.26
09/14/2016			
Check	20069	Bienville Orthopaedic Specialists, LLC	\$77.84
09/15/2016			
Check	20070	Refugio Aguayo Romero	\$160.00
09/15/2016			
Check	20071	Bienville Orthopaedic Specialists, LLC	\$181.03
09/15/2016			
Check	20072	Bienville Orthopaedic Specialists, LLC	\$181.03
09/15/2016			
Check	20073	Bienville Orthopaedic Specialists, LLC	\$181.03
09/15/2016			
Check	20074	Bienville Orthopaedic Specialists, LLC	\$181.03
09/15/2016			

4:53 pm

Report Criteria: Transaction Date Range = 9/1/2016 - 9/30/2016 and Checking Account = 'City of Gulfport'

Checking Account Is City of Gulfport

<u>Transaction Type</u>	<u>Check Number</u>	<u>Payee Name</u>	<u>Transaction Amount</u>
<u>Transaction Date</u>	<u>Void Date</u>		
Check	20075	Bienville Orthopaedic Specialists, LLC	\$181.03
09/15/2016			
Check	20076	Bienville Orthopaedic Specialists, LLC	\$181.03
09/15/2016			
Check	20077	Bienville Orthopaedic Specialists, LLC	\$181.03
09/15/2016			
Check	20078	Comprehensive Pain and Rehabilitation	\$20.48
09/19/2016			
Check	20079	NewSouth Neurospine	\$48.99
09/20/2016			
Check	20080	NewSouth Neurospine	\$67.40
09/20/2016			
Check	20081	Leslee Curry as parent and guardian	\$145.06
09/20/2016			
Check	20082	Leslee Curry as parent and guardian	\$145.06
09/20/2016			
Check	20083	Bienville Orthopaedic Specialists, LLC	\$181.03
09/20/2016			
Check	20084	Bienville Orthopaedic Specialists, LLC	\$181.03
09/20/2016			
Check	20085	Bienville Orthopaedic Specialists, LLC	\$237.50
09/20/2016			
Check	20086	Leslee Curry	\$507.74
09/20/2016			
Check	20087	Dorothy Payne	\$718.96
09/20/2016			
Check	20088	Christopher Langenbach	\$844.62
09/20/2016			
Check	20089	Associated Managed Care	\$5,200.99
09/20/2016			
Check	20090	Mark Headrick	\$85.68
09/21/2016			
Check	20091	Christian Oatis	\$168.48
09/21/2016			
Check	20092	Sun Coast Pain Management, PA	\$497.37
09/21/2016			
Check	20093	Gulf Coast Outpatient Surgery Center	\$729.86
09/21/2016			
Check	20094	SMB Radiology, PA	\$19.69
09/22/2016			
Check	20095	Carlisle Medical Inc	\$50.60
09/22/2016			
Check	20096	Memorial Hospital	\$468.01
09/22/2016			
Check	20097	NewSouth Neurospine	\$738.14
09/22/2016			
Check	20098	NewSouth Neurospine	\$965.44
09/22/2016			
Check	20099	SMB Radiology, PA	\$16.51
09/23/2016			
Check	20100	Marty Capers	\$248.73
09/23/2016			
Check	20101	Beach Pharmacy, Inc.	\$408.70
09/23/2016			
Check	20102	Memorial Emergency Physicians	\$80.80
09/27/2016			
Check	20103	Comprehensive Pain & Rehabilitation	\$84.06
09/27/2016			

October 03, 2016
4:53 pm

Check Register

Page 4 of 6

Report Criteria: Transaction Date Range = 9/1/2016 - 9/30/2016 and Checking Account = 'City of Gulfport'

Checking Account Is City of Gulfport

<u>Transaction Type</u>	<u>Check Number</u>	<u>Payee Name</u>	<u>Transaction Amount</u>
<u>Transaction Date</u>	<u>Void Date</u>		
Check	20104	Memorial Hospital at Gulfport	\$102.16
09/27/2016			
Check	20105	Encore Rehabilitation, Inc.	\$116.82
09/27/2016			
Check	20106	Memorial Hospital at Gulfport	\$118.86
09/27/2016			
Check	20107	Memorial Hospital at Gulfport	\$118.86
09/27/2016			
Check	20108	Memorial Hospital at Gulfport	\$118.86
09/27/2016			
Check	20109	Memorial Hospital at Gulfport	\$120.19
09/27/2016			
Check	20110	William C. Wilkerson, M.D.	\$140.66
09/27/2016			
Check	20111	Encore Rehabilitation, Inc.	\$146.56
09/27/2016			
Check	20112	MSC Group, Inc.	\$147.60
09/27/2016			
Check	20113	BILOXI ANESTHESIOLOGY, PA	\$250.00
09/27/2016			
Check	20114	Bienville Orthopaedic Specialists, LLC	\$252.64
09/27/2016			
Check	20115	Bienville Orthopaedic Specialists, LLC	\$433.62
09/27/2016			
Check	20116	Bienville Orthopaedic Specialists, LLC	\$655.02
09/27/2016			
Check	20117	Charlie Pope	\$655.09
09/27/2016			
Check	20118	Marty Capers	\$898.24
09/27/2016			
Check	20119	Hugo C. Nieves, MD PA	\$14.16
09/28/2016			
Check	20120	Encore Rehabilitation, Inc.	\$154.69
09/28/2016			
Check	20121	Bienville Orthopaedic Specialists, LLC	\$181.03
09/28/2016			
Check	20122	Lyman Pharmacy	\$912.59
09/29/2016			
Check	20123	Memorial Hospital at Gulfport	\$79.29
09/29/2016			
Check	20124	Bienville Orthopaedic Specialists, LLC	\$75.33
09/29/2016			
Check	20125	South Mississippi Urology, PLLC	\$87.03
09/29/2016			
Check	20126	Encore Rehabilitation, Inc.	\$146.56
09/29/2016			
Check	20127	Bienville Orthopaedic Specialists, LLC	\$154.69
09/29/2016			
Check	20128	Bienville Orthopaedic Specialists, LLC	\$181.03
09/29/2016			
Check	20129	Bienville Orthopaedic Specialists, LLC	\$181.03
09/29/2016			
Check	20130	Bienville Orthopaedic Specialists, LLC	\$181.03
09/29/2016			
Check	20131	Bienville Orthopaedic Specialists, LLC	\$181.03
09/29/2016			
Check	20132	Bienville Orthopaedic Specialists, LLC	\$181.03
09/29/2016			

October 03, 2016
4:53 pm

Check Register

Page 5 of 6

Report Criteria: Transaction Date Range = 9/1/2016 - 9/30/2016 and Checking Account = 'City of Gulfport'

Checking Account Is City of Gulfport

<u>Transaction Type</u>	<u>Check Number</u>	<u>Payee Name</u>	<u>Transaction Amount</u>
<u>Transaction Date</u>	<u>Void Date</u>		
Check	20133	NewSouth Neurospine	\$68.58
09/29/2016			
Check	20134	NewSouth Neurospine	\$79.29
09/29/2016			
Check Totals (114)			\$37,807.47
Charge/Check Totals (114)			\$37,807.47
Checks less Voids/Reimbursements			\$37,600.09
City of Gulfport Totals			\$(37,600.09)

Report Criteria: Transaction Date Range = 9/1/2016 - 9/30/2016 and Checking Account = 'City of Gulfport'

Grand Totals

=====
\$(37,600.09)

Page 1 of 1

Report Criteria: Filter = Checking Account Description = 'City of Gulfport' and LOB in (General Liability, Homeowners, Professional, Property, Vehicle/Auto) and Begin Date = '09/01/2016' and End Date = '09/30/2016'

<u>FH Claim</u>	<u>Issued Date</u>	<u>Payment Type</u>	<u>Payee Name</u>	<u>Check Num</u>	<u>Tran. Type</u>	<u>Tran. Date</u>	<u>Tran. Amount</u>
AAI-0034375	09/15/2016	PD	Refugio Aguayo Romero	20070	Check	09/15/2016	\$160.00
Public Works Admin - 313 Totals							\$160.00
Grand Total							\$160.00

4:52 pm

Report Criteria: Filter = Checking Account Description = 'City of Gulfport' and LOB = 'Workers' Compensation' and Begin Date = '09/01/2016' and End Date = '09/30/2016'

Group 1: Tier 2 Name is Fire - 290

<u>FH Claim</u>	<u>Issued Date</u>	<u>Payment Type</u>	<u>Payee Name</u>	<u>Check Num</u>	<u>Tran. Type</u>	<u>Tran. Date</u>	<u>Tran. Amount</u>
AAI-0034062	09/02/2016	Medical to Provider	Mississippi Orthopaedic Institute, PLLC	20022	Check	09/02/2016	\$111.22
AAI-0034254	09/02/2016	Medical to Provider	Memorial Hospital at Gulfport	20026	Check	09/02/2016	\$1,355.49
AAI-0034062	09/08/2016	Medical to Provider	Mississippi Orthopaedic Institute, PLLC	20033	Check	09/08/2016	\$79.29
AAI-0034062	09/08/2016	EXPENSE	Rehabilitation Inc.	20034	Check	09/08/2016	\$95.00
AAI-0033805	09/08/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20036	Check	09/08/2016	\$128.35
AAI-0033805	09/08/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20037	Check	09/08/2016	\$128.35
AAI-0034062	09/08/2016	Medical to Provider	Encore Rehabilitation, Inc.	20039	Check	09/08/2016	\$196.47
AAI-0034062	09/08/2016	Medical to Provider	Encore Rehabilitation, Inc.	20040	Check	09/08/2016	\$196.47
AAI-0034062	09/08/2016	Medical to Provider	Encore Rehabilitation, Inc.	20041	Check	09/08/2016	\$207.38
AAI-0034254	09/08/2016	Medical to Provider	Memorial Emergency Physicians	20042	Check	09/08/2016	\$220.18
AAI-0031914	09/08/2016	Medical to Provider	Applied Psychology Center	20043	Check	09/08/2016	\$222.16
AAI-0031914	09/08/2016	EXPENSE	Rehabilitation Inc.	20044	Check	09/08/2016	\$435.00
AAI-0034062	09/08/2016	Medical to Provider	Encore Rehabilitation, Inc.	20041	Voided	09/08/2016	\$(207.38)
AAI-0034062	09/08/2016	Medical to Provider	Encore Rehabilitation, Inc.	20047	Check	09/08/2016	\$196.47
AAI-0034164	09/12/2016	Medical to Provider	Advanced Orthopedics PLLC	20048	Check	09/12/2016	\$79.29
AAI-0034062	09/12/2016	Medical to Provider	Mississippi Orthopaedic Institute, PLLC	20049	Check	09/12/2016	\$114.03
AAI-0033805	09/12/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20050	Check	09/12/2016	\$128.35
AAI-0033805	09/12/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20051	Check	09/12/2016	\$128.35
AAI-0033805	09/12/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20053	Check	09/12/2016	\$181.03
AAI-0034062	09/12/2016	Medical to Provider	Encore Rehabilitation, Inc.	20054	Check	09/12/2016	\$196.47
AAI-0034062	09/12/2016	Medical to Provider	Encore Rehabilitation, Inc.	20055	Check	09/12/2016	\$196.47
AAI-0034062	09/12/2016	Medical to Provider	Encore Rehabilitation, Inc.	20056	Check	09/12/2016	\$196.47
AAI-0034062	09/12/2016	Medical to Provider	Richard J Gorman MD	20057	Check	09/12/2016	\$610.00
AAI-0033805	09/13/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20058	Check	09/13/2016	\$181.03
AAI-0034062	09/13/2016	Medical to Provider	Encore Rehabilitation, Inc.	20059	Check	09/13/2016	\$196.47
AAI-0033420	09/13/2016	Medical to Provider	Beach Pharmacy, Inc.	20060	Check	09/13/2016	\$232.44
AAI-0034164	09/13/2016	Medical to Provider	Advanced Orthopedics PLLC	20061	Check	09/13/2016	\$250.00
AAI-0031914	09/13/2016	EXPENSE	RN Resources, Inc.	20062	Check	09/13/2016	\$1,516.32
AAI-0031914	09/13/2016	Indemnity	Marty Capers	20063	Check	09/13/2016	\$898.24
AAI-0032336	09/14/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20064	Check	09/14/2016	\$75.33
AAI-0033805	09/14/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20065	Check	09/14/2016	\$181.03
AAI-0032336	09/14/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20067	Check	09/14/2016	\$679.12
AAI-0034062	09/14/2016	Indemnity	Charlie Pope	20068	Check	09/14/2016	\$937.26
AAI-0033805	09/15/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20069	Check	09/15/2016	\$77.84

4:52 pm

Report Criteria: Filter = Checking Account Description = 'City of Gulfport' and LOB = 'Workers' Compensation' and Begin Date = '09/01/2016' and End Date = '09/30/2016'

Group 1: Tier 2 Name is Fire - 290

<u>FH Claim</u>	<u>Issued Date</u>	<u>Payment Type</u>	<u>Payee Name</u>	<u>Check Num</u>	<u>Tran. Type</u>	<u>Tran. Date</u>	<u>Tran. Amount</u>
AAI-0033805	09/15/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20071	Check	09/15/2016	\$181.03
AAI-0033805	09/15/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20072	Check	09/15/2016	\$181.03
AAI-0033805	09/15/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20073	Check	09/15/2016	\$181.03
AAI-0033805	09/15/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20074	Check	09/15/2016	\$181.03
AAI-0033805	09/15/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20075	Check	09/15/2016	\$181.03
AAI-0033805	09/15/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20076	Check	09/15/2016	\$181.03
AAI-0033805	09/15/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20077	Check	09/15/2016	\$181.03
AAI-0033805	09/20/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20083	Check	09/20/2016	\$181.03
AAI-0033805	09/20/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20084	Check	09/20/2016	\$181.03
AAI-0031914	09/20/2016	EXPENSE	Associated Managed Care	20089	Check	09/20/2016	\$102.10
AAI-0033805	09/20/2016	EXPENSE	Associated Managed Care	20089	Check	09/20/2016	\$4,580.57
AAI-0034062	09/20/2016	EXPENSE	Associated Managed Care	20089	Check	09/20/2016	\$43.86
AAI-0033805	09/21/2016	Medical to Claimant	Mark Headrick	20090	Check	09/21/2016	\$85.68
AAI-0034062	09/22/2016	Medical to Provider	SMB Radiology, PA	20094	Check	09/22/2016	\$19.69
AAI-0034254	09/23/2016	Medical to Provider	SMB Radiology, PA	20099	Check	09/23/2016	\$16.51
AAI-0031914	09/23/2016	Medical to Claimant	Marty Capers	20100	Check	09/23/2016	\$248.73
AAI-0034062	09/27/2016	Medical to Provider	Encore Rehabilitation, Inc.	20105	Check	09/27/2016	\$116.82
AAI-0031914	09/27/2016	Medical to Provider	William C. Wilkerson, M.D.	20110	Check	09/27/2016	\$140.66
AAI-0034062	09/27/2016	Medical to Provider	Encore Rehabilitation, Inc.	20111	Check	09/27/2016	\$146.56
AAI-0034062	09/27/2016	Medical to Provider	BILOXI ANESTHESIOLOGY, PA	20113	Check	09/27/2016	\$250.00
AAI-0034062	09/27/2016	Indemnity	Charlie Pope	20117	Check	09/27/2016	\$655.09
AAI-0031914	09/27/2016	Indemnity	Marty Capers	20118	Check	09/27/2016	\$898.24
AAI-0034062	09/28/2016	Medical to Provider	Hugo C. Nieves, MD PA	20119	Check	09/28/2016	\$14.16
AAI-0034062	09/28/2016	Medical to Provider	Encore Rehabilitation, Inc.	20120	Check	09/28/2016	\$154.69
AAI-0033805	09/28/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20121	Check	09/28/2016	\$181.03
AAI-0031914	09/29/2016	Medical to Provider	Lyman Pharmacy	20122	Check	09/29/2016	\$912.59
AAI-0031914	09/29/2016	Medical to Provider	Memorial Hospital at Gulfport	20123	Check	09/29/2016	\$79.29
AAI-0031914	09/29/2016	Medical to Provider	South Mississippi Urology, PLLC	20125	Check	09/29/2016	\$87.03
AAI-0034062	09/29/2016	Medical to Provider	Encore Rehabilitation, Inc.	20126	Check	09/29/2016	\$146.56
AAI-0033805	09/29/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20127	Check	09/29/2016	\$154.69
AAI-0033805	09/29/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20128	Check	09/29/2016	\$181.03
AAI-0033805	09/29/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20129	Check	09/29/2016	\$181.03
AAI-0033805	09/29/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20130	Check	09/29/2016	\$181.03
AAI-0033805	09/29/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20131	Check	09/29/2016	\$181.03

4:52 pm

Report Criteria: Filter = Checking Account Description = 'City of Gulfport' and LOB = 'Workers' Compensation' and Begin Date = '09/01/2016' and End Date = '09/30/2016'

Group 1: Tier 2 Name is Fire - 290

<u>FH Claim</u>	<u>Issued Date</u>	<u>Payment Type</u>	<u>Payee Name</u>	<u>Check Num</u>	<u>Tran. Type</u>	<u>Tran. Date</u>	<u>Tran. Amount</u>
AAI-0033805	09/29/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20132	Check	09/29/2016	\$181.03
Fire - 290 Totals							\$21,988.96

Group 1: Tier 2 Name is Gen Admin - 145

<u>FH Claim</u>	<u>Issued Date</u>	<u>Payment Type</u>	<u>Payee Name</u>	<u>Check Num</u>	<u>Tran. Type</u>	<u>Tran. Date</u>	<u>Tran. Amount</u>
AAI-0032437	09/27/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20114	Check	09/27/2016	\$252.64
AAI-0032437	09/27/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20115	Check	09/27/2016	\$433.62
AAI-0032437	09/27/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20116	Check	09/27/2016	\$655.02
Gen Admin - 145 Totals							\$1,341.28

Group 1: Tier 2 Name is Judicial / Courts - 125

<u>FH Claim</u>	<u>Issued Date</u>	<u>Payment Type</u>	<u>Payee Name</u>	<u>Check Num</u>	<u>Tran. Type</u>	<u>Tran. Date</u>	<u>Tran. Amount</u>
AAI-0026258	09/02/2016	Medical to Provider	StoneRiver Pharmacy Solutions	20021	Check	09/02/2016	\$35.47
AAI-0026258	09/08/2016	EXPENSE	RN Resources, Inc.	20035	Check	09/08/2016	\$102.06
AAI-0026258	09/14/2016	Medical to Claimant	Shelia Ramon	20066	Check	09/14/2016	\$396.39
AAI-0026258	09/19/2016	Medical to Provider	Comprehensive Pain and Rehabilitation	20078	Check	09/19/2016	\$20.48
AAI-0026258	09/27/2016	Medical to Provider	MSC Group, Inc.	20112	Check	09/27/2016	\$147.60
Judicial / Courts - 125 Totals							\$702.00

Group 1: Tier 2 Name is Leisure Services - 411

<u>FH Claim</u>	<u>Issued Date</u>	<u>Payment Type</u>	<u>Payee Name</u>	<u>Check Num</u>	<u>Tran. Type</u>	<u>Tran. Date</u>	<u>Tran. Amount</u>
AAI-0033349	09/12/2016	Medical to Provider	Memorial Emergency Physicians	20052	Check	09/12/2016	\$146.96
Leisure Services - 411 Totals							\$146.96

Group 1: Tier 2 Name is Police - 213

<u>FH Claim</u>	<u>Issued Date</u>	<u>Payment Type</u>	<u>Payee Name</u>	<u>Check Num</u>	<u>Tran. Type</u>	<u>Tran. Date</u>	<u>Tran. Amount</u>
AAI-0029570	09/02/2016	Medical to Provider	Beach Pharmacy, Inc.	20023	Check	09/02/2016	\$188.49
AAI-0029570	09/02/2016	Medical to Provider	Beach Pharmacy, Inc.	20024	Check	09/02/2016	\$219.91
AAI-0034151	09/02/2016	Medical to Provider	Memorial Hospital	20025	Check	09/02/2016	\$369.90
AAI-0034209	09/02/2016	EXPENSE	HealthPort	20027	Check	09/02/2016	\$15.68
AAI-0028523	09/06/2016	Indemnity	Leslee Curry as parent and guardian	20028	Check	09/06/2016	\$145.06
AAI-0028523	09/06/2016	Indemnity	Leslee Curry as parent and guardian	20029	Check	09/06/2016	\$145.06
AAI-0028523	09/06/2016	Indemnity	Leslee Curry	20030	Check	09/06/2016	\$507.74
AAI-0031775	09/06/2016	Indemnity	Dorothy Payne	20031	Check	09/06/2016	\$718.96
AAI-0029570	09/06/2016	Indemnity	Christopher Langenbach	20032	Check	09/06/2016	\$844.62
AAI-0030253	09/08/2016	Medical to Claimant	Christian Oatis	20038	Check	09/08/2016	\$168.48
AAI-0031775	09/08/2016	EXPENSE	Rehabilitation Inc.	20045	Check	09/08/2016	\$780.00
AAI-0030253	09/08/2016	EXPENSE	RN Resources, Inc.	20046	Check	09/08/2016	\$973.61
AAI-0030253	09/20/2016	Medical to Provider	NewSouth Neurospine	20079	Check	09/20/2016	\$48.99

Report Criteria: Filter = Checking Account Description = 'City of Gulfport' and LOB = 'Workers' Compensation' and Begin Date = '09/01/2016' and End Date = '09/30/2016'

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0030253	09/20/2016	Medical to Provider	NewSouth Neurospine	20080	Check	09/20/2016	\$67.40
AAI-0028523	09/20/2016	Indemnity	Leslee Curry as parent and guardian	20081	Check	09/20/2016	\$145.06
AAI-0028523	09/20/2016	Indemnity	Leslee Curry as parent and guardian	20082	Check	09/20/2016	\$145.06
AAI-0034149	09/20/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20085	Check	09/20/2016	\$237.50
AAI-0028523	09/20/2016	Indemnity	Leslee Curry	20086	Check	09/20/2016	\$507.74
AAI-0031775	09/20/2016	Indemnity	Dorothy Payne	20087	Check	09/20/2016	\$718.96
AAI-0029570	09/20/2016	Indemnity	Christopher Langenbach	20088	Check	09/20/2016	\$844.62
AAI-0029570	09/20/2016	EXPENSE	Associated Managed Care	20089	Check	09/20/2016	\$23.26
AAI-0030253	09/20/2016	EXPENSE	Associated Managed Care	20089	Check	09/20/2016	\$4.95
AAI-0032931	09/20/2016	EXPENSE	Associated Managed Care	20089	Check	09/20/2016	\$25.68
AAI-0033244	09/20/2016	EXPENSE	Associated Managed Care	20089	Check	09/20/2016	\$59.98
AAI-0034149	09/20/2016	EXPENSE	Associated Managed Care	20089	Check	09/20/2016	\$316.51
AAI-0034151	09/20/2016	EXPENSE	Associated Managed Care	20089	Check	09/20/2016	\$39.33
AAI-0034209	09/20/2016	EXPENSE	Associated Managed Care	20089	Check	09/20/2016	\$4.75
AAI-0030253	09/21/2016	Medical to Claimant	Christian Oatis	20091	Check	09/21/2016	\$168.48
AAI-0032931	09/21/2016	Medical to Provider	Sun Coast Pain Management, PA	20092	Check	09/21/2016	\$497.37
AAI-0032931	09/21/2016	Medical to Provider	Gulf Coast Outpatient Surgery Center	20093	Check	09/21/2016	\$729.86
AAI-0030253	09/22/2016	Medical to Provider	Carlisle Medical Inc	20095	Check	09/22/2016	\$50.60
AAI-0034209	09/22/2016	Medical to Provider	Memorial Hospital	20096	Check	09/22/2016	\$468.01
AAI-0030253	09/22/2016	Medical to Provider	NewSouth Neurospine	20097	Check	09/22/2016	\$738.14
AAI-0030253	09/22/2016	Medical to Provider	NewSouth Neurospine	20098	Check	09/22/2016	\$965.44
AAI-0029570	09/23/2016	Medical to Provider	Beach Pharmacy, Inc.	20101	Check	09/23/2016	\$408.70
AAI-0034209	09/27/2016	Medical to Provider	Memorial Emergency Physicians	20102	Check	09/27/2016	\$80.80
AAI-0031775	09/27/2016	Medical to Provider	Comprehensive Pain & Rehabilitation	20103	Check	09/27/2016	\$84.06
AAI-0023479	09/27/2016	Medical to Provider	Memorial Hospital at Gulfport	20104	Check	09/27/2016	\$102.16
AAI-0029570	09/27/2016	Medical to Provider	Memorial Hospital at Gulfport	20106	Check	09/27/2016	\$118.86
AAI-0029570	09/27/2016	Medical to Provider	Memorial Hospital at Gulfport	20107	Check	09/27/2016	\$118.86
AAI-0029570	09/27/2016	Medical to Provider	Memorial Hospital at Gulfport	20108	Check	09/27/2016	\$118.86
AAI-0029570	09/27/2016	Medical to Provider	Memorial Hospital at Gulfport	20109	Check	09/27/2016	\$120.19
AAI-0032931	09/29/2016	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20124	Check	09/29/2016	\$75.33
AAI-0030253	09/29/2016	Medical to Provider	NewSouth Neurospine	20133	Check	09/29/2016	\$68.58
AAI-0030253	09/29/2016	Medical to Provider	NewSouth Neurospine	20134	Check	09/29/2016	\$79.29
Police - 213 Totals							\$13,260.88

4:52 pm

Report Criteria: Filter = Checking Account Description = 'City of Gulfport' and LOB = 'Workers' Compensation' and Begin Date = '09/01/2016' and End Date = '09/30/2016'

Grand Total

\$37,440.09



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ginnie Hem, Manager
Finance

Date: 10/09/2016

Subject: Biweekly Pay Distribution Journals - for the month of September, 2016 - to be made part of the minutes.

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: October 9, 2016

Re: Payroll Journals

Attached are the Biweekly Pay Distribution Journals for the month of September, 2016 to be approved and spread on the minutes of the October 18, 2016 Council meeting.

If you have any questions, please call my office at any time.

08/31/2016 13:49
jdubuisson

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

WARRANT 090116

PAY PERIOD 08/15/2016 to 08/28/2016

P 1
prjournal

CHECK DATE 09/01/2016

YEAR 2016 PERIOD 12
EXPENDITURE ENTRIES
SHORT DESC 090116

GL EFF DATE 09/01/2016
REFERENCE 090116
REFERENCE2 1090116

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2016 PERIOD 12					
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	9,320.22
115	601900		LEGISLATIVE	STATE RETIREMENT	1,467.93
115	602200		LEGISLATIVE	FICA TAXES	624.75
115	602600		LEGISLATIVE	HEALTH INSURANCE	2,999.06
125	600100		JUDICIAL	WAGES AND SALARIES	25,759.99
125	601900		JUDICIAL	STATE RETIREMENT	3,813.52
125	602200		JUDICIAL	FICA TAXES	1,883.31
125	602600		JUDICIAL	HEALTH INSURANCE	6,287.92
135	600100		LEGAL	WAGES AND SALARIES	24,207.55
135	601900		LEGAL	STATE RETIREMENT	3,727.82
135	602200		LEGAL	FICA TAXES	1,781.12
135	602600		LEGAL	HEALTH INSURANCE	3,066.45
145	600100		GENERAL ADMINISTRATION	WAGES AND SALARIES	39,951.15
145	600400		GENERAL ADMINISTRATION	OVERTIME	725.03
145	601900		GENERAL ADMINISTRATION	STATE RETIREMENT	6,411.22
145	602200		GENERAL ADMINISTRATION	FICA TAXES	2,969.31
145	602600		GENERAL ADMINISTRATION	HEALTH INSURANCE	5,641.33
150	600100		INFORMATION TECHNOLOGY	WAGES AND SALARIES	22,996.44
150	601900		INFORMATION TECHNOLOGY	STATE RETIREMENT	3,587.68
150	602200		INFORMATION TECHNOLOGY	FICA TAXES	1,638.90
150	602600		INFORMATION TECHNOLOGY	HEALTH INSURANCE	4,983.01
213	600100		POLICE OPERATING	WAGES AND SALARIES	332,744.69
213	600400		POLICE OPERATING	OVERTIME	41,114.90
213	601000		POLICE OPERATING	HOLIDAY PAY	1,992.32
213	601900		POLICE OPERATING	STATE RETIREMENT	59,196.61
213	602200		POLICE OPERATING	FICA TAXES	27,310.33
213	602600		POLICE OPERATING	HEALTH INSURANCE	59,849.29
290	600100		FIRE	WAGES AND SALARIES	272,712.08
290	600400		FIRE	OVERTIME	65,323.34
290	601000		FIRE	HOLIDAY PAY	2,486.03
290	601900		FIRE	STATE RETIREMENT	53,632.12
290	602200		FIRE	FICA TAXES	24,678.34
290	602600		FIRE	HEALTH INSURANCE	54,323.45
313	600100		PUBLIC WORKS ADMIN	WAGES AND SALARIES	14,347.69
313	601900		PUBLIC WORKS ADMIN	STATE RETIREMENT	2,269.20
313	602200		PUBLIC WORKS ADMIN	FICA TAXES	1,068.33
313	602600		PUBLIC WORKS ADMIN	HEALTH INSURANCE	1,125.94
315	600100		TRAFFIC CONTROL AND SAFETY	WAGES AND SALARIES	12,276.57
315	600400		TRAFFIC CONTROL AND SAFETY	OVERTIME	870.52
315	601900		TRAFFIC CONTROL AND SAFETY	STATE RETIREMENT	2,080.13
315	602200		TRAFFIC CONTROL AND SAFETY	FICA TAXES	966.32
315	602600		TRAFFIC CONTROL AND SAFETY	HEALTH INSURANCE	2,606.01
335	600100		MAINTENANCE GARAGE	WAGES AND SALARIES	14,011.42

08/31/2016 13:49
jdubuisson

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

P 2
prjournl

WARRANT 090116

PAY PERIOD 08/15/2016 to 08/28/2016

CHECK DATE 09/01/2016

YEAR 2016 PERIOD 12
EXPENDITURE ENTRIES
SHORT DESC 090116

GL EFF DATE 09/01/2016
REFERENCE 090116
REFERENCE2 1090116

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
335	601900		MAINTENANCE GARAGE	STATE RETIREMENT	2,211.53
335	602200		MAINTENANCE GARAGE	FICA TAXES	1,024.70
335	602600		MAINTENANCE GARAGE	HEALTH INSURANCE	1,757.50
325	600100		ENGINEERING	WAGES AND SALARIES	14,077.93
325	601900		ENGINEERING	STATE RETIREMENT	2,183.61
325	602200		ENGINEERING	FICA TAXES	1,036.98
325	602600		ENGINEERING	HEALTH INSURANCE	2,085.03
411	600100		LEISURE SERVICES	WAGES AND SALARIES	30,728.26
411	600100	41130	LEISURE SERVICES	WAGES AND SALARIES	859.93
411	600100	41133	LEISURE SERVICES	WAGES AND SALARIES	1,026.34
411	600100	41136	LEISURE SERVICES	WAGES AND SALARIES	6,227.79
411	600100	41138	LEISURE SERVICES	WAGES AND SALARIES	7.69
411	600100	41140	LEISURE SERVICES	WAGES AND SALARIES	1,103.30
411	600100	41144	LEISURE SERVICES	WAGES AND SALARIES	2,338.56
411	600400		LEISURE SERVICES	OVERTIME	1,163.06
411	600400	41130	LEISURE SERVICES	OVERTIME	320.82
411	600400	41136	LEISURE SERVICES	OVERTIME	80.06
411	600400	41140	LEISURE SERVICES	OVERTIME	41.37
411	601900		LEISURE SERVICES	STATE RETIREMENT	4,716.71
411	601900	41130	LEISURE SERVICES	STATE RETIREMENT	185.97
411	601900	41133	LEISURE SERVICES	STATE RETIREMENT	161.65
411	601900	41136	LEISURE SERVICES	STATE RETIREMENT	998.21
411	601900	41138	LEISURE SERVICES	STATE RETIREMENT	1.21
411	601900	41140	LEISURE SERVICES	STATE RETIREMENT	180.29
411	601900	41144	LEISURE SERVICES	STATE RETIREMENT	368.32
411	602200		LEISURE SERVICES	FICA TAXES	2,328.85
411	602200	41130	LEISURE SERVICES	FICA TAXES	90.33
411	602200	41133	LEISURE SERVICES	FICA TAXES	78.51
411	602200	41136	LEISURE SERVICES	FICA TAXES	478.47
411	602200	41138	LEISURE SERVICES	FICA TAXES	.58
411	602200	41140	LEISURE SERVICES	FICA TAXES	75.11
411	602200	41144	LEISURE SERVICES	FICA TAXES	173.47
411	602600		LEISURE SERVICES	HEALTH INSURANCE	5,241.98
411	602600	41136	LEISURE SERVICES	HEALTH INSURANCE	633.84
411	602600	41138	LEISURE SERVICES	HEALTH INSURANCE	1.16
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	3,144.35
415	601900		BUILDING MAINTENANCE	STATE RETIREMENT	499.96
415	602200		BUILDING MAINTENANCE	FICA TAXES	231.52
415	602600		BUILDING MAINTENANCE	HEALTH INSURANCE	566.91
425	600100		SENIOR CITIZENS	WAGES AND SALARIES	3,304.68
425	601900		SENIOR CITIZENS	STATE RETIREMENT	520.48
425	602200		SENIOR CITIZENS	FICA TAXES	248.34
425	602600		SENIOR CITIZENS	HEALTH INSURANCE	273.90
430	600100		BEAUTIFICATION	WAGES AND SALARIES	18,622.70
430	600400		BEAUTIFICATION	OVERTIME	198.09
430	601900		BEAUTIFICATION	STATE RETIREMENT	2,969.00

08/31/2016 13:49
jdubuisson

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

WARRANT 090116

PAY PERIOD 08/15/2016 to 08/28/2016

P 3
prjournal

CHECK DATE 09/01/2016

YEAR 2016 PERIOD 12
EXPENDITURE ENTRIES
SHORT DESC 090116

GL EFF DATE 09/01/2016
REFERENCE 090116
REFERENCE2 1090116

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
430	602200		BEAUTIFICATION	FICA TAXES	1,376.02
430	602600		BEAUTIFICATION	HEALTH INSURANCE	3,880.75
435	600100		CEMETERY	WAGES AND SALARIES	5,185.79
435	601900		CEMETERY	STATE RETIREMENT	816.76
435	602200		CEMETERY	FICA TAXES	387.30
435	602600		CEMETERY	HEALTH INSURANCE	942.74
437	600100		BAYOU VISTA GOLF COURSE	WAGES AND SALARIES	5,711.89
437	601900		BAYOU VISTA GOLF COURSE	STATE RETIREMENT	742.99
437	602200		BAYOU VISTA GOLF COURSE	FICA TAXES	417.43
437	602600		BAYOU VISTA GOLF COURSE	HEALTH INSURANCE	942.00
611	600100		PLANNING AND ZONING	WAGES AND SALARIES	40,157.28
611	601900		PLANNING AND ZONING	STATE RETIREMENT	6,324.77
611	602200		PLANNING AND ZONING	FICA TAXES	2,883.56
611	602600		PLANNING AND ZONING	HEALTH INSURANCE	8,690.70
621	600100		ECONOMIC DEVELOPMENT	WAGES AND SALARIES	7,700.82
621	601900		ECONOMIC DEVELOPMENT	STATE RETIREMENT	1,212.88
621	602200		ECONOMIC DEVELOPMENT	FICA TAXES	566.79
621	602600		ECONOMIC DEVELOPMENT	HEALTH INSURANCE	1,149.34
FUND TOTALS					1,435,897.38
511	600100	05600	COMMUNITY DEVELOPMENT	WAGES AND SALARIES	2,913.20
511	601900	05600	COMMUNITY DEVELOPMENT	STATE RETIREMENT	458.83
511	602200	05600	COMMUNITY DEVELOPMENT	FICA TAXES	216.33
511	602600	05600	COMMUNITY DEVELOPMENT	HEALTH INSURANCE	369.68
515	600100	74500	HOME CONSORTIUM-GULFPORT	WAGES AND SALARIES	3,459.80
515	601900	74500	HOME CONSORTIUM-GULFPORT	STATE RETIREMENT	544.91
515	602200	74500	HOME CONSORTIUM-GULFPORT	FICA TAXES	257.58
515	602600	74500	HOME CONSORTIUM-GULFPORT	HEALTH INSURANCE	602.80
FUND TOTALS					8,823.13
811	600100		UTILITY BILLING	WAGES AND SALARIES	24,758.02
811	601900		UTILITY BILLING	STATE RETIREMENT	3,899.40
811	602200		UTILITY BILLING	FICA TAXES	1,807.62
811	602600		UTILITY BILLING	HEALTH INSURANCE	5,122.20
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					39,883.16
445	600100		JOSEPH T JONES	WAGES AND SALARIES	7,812.41
445	600400		JOSEPH T JONES	OVERTIME	223.88
445	601900		JOSEPH T JONES	STATE RETIREMENT	1,265.73
445	602200		JOSEPH T JONES	FICA TAXES	600.97
445	602600		JOSEPH T JONES	HEALTH INSURANCE	772.00

08/31/2016 13:49
jdubuisson

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

P⁴
prjournal

WARRANT 090116

PAY PERIOD 08/15/2016 to 08/28/2016

CHECK DATE 09/01/2016

YEAR 2016 PERIOD 12
EXPENDITURE ENTRIES
SHORT DESC 090116

GL EFF DATE 09/01/2016
REFERENCE 090116
REFERENCE2 1090116

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
				FUND TOTALS	10,674.99
				GRAND TOTALS	1,495,278.66

120666

09/13/2016 12:42
jdubuissonCITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

WARRANT 091516

PAY PERIOD 08/29/2016 to 09/11/2016

P
prjournal 1

CHECK DATE 09/15/2016

YEAR 2016 PERIOD 12
EXPENDITURE ENTRIES
SHORT DESC 091516GL EFF DATE 09/15/2016
REFERENCE 091516
REFERENCE2 1091516

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2016	PERIOD 12				
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	9,320.22
115	601900		LEGISLATIVE	STATE RETIREMENT	1,467.93
115	602200		LEGISLATIVE	FICA TAXES	624.75
115	602600		LEGISLATIVE	HEALTH INSURANCE	2,999.06
125	600100		JUDICIAL	WAGES AND SALARIES	25,045.46
125	601900		JUDICIAL	STATE RETIREMENT	3,944.65
125	602200		JUDICIAL	FICA TAXES	1,814.69
125	602600		JUDICIAL	HEALTH INSURANCE	5,096.40
135	600100		LEGAL	WAGES AND SALARIES	24,020.08
135	600400		LEGAL	OVERTIME	11.11
135	601900		LEGAL	STATE RETIREMENT	3,728.74
135	602200		LEGAL	FICA TAXES	1,767.63
135	602600		LEGAL	HEALTH INSURANCE	3,066.45
145	600100		GENERAL ADMINISTRATION	WAGES AND SALARIES	39,900.36
145	600400		GENERAL ADMINISTRATION	OVERTIME	5.76
145	601900		GENERAL ADMINISTRATION	STATE RETIREMENT	6,289.96
145	602200		GENERAL ADMINISTRATION	FICA TAXES	2,910.41
145	602600		GENERAL ADMINISTRATION	HEALTH INSURANCE	5,641.33
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	1,636.40
150	602600		INFORMATION TECHNOLOGY	HEALTH INSURANCE	4,983.01
213	600100		POLICE OPERATING	WAGES AND SALARIES	331,048.43
213	600400		POLICE OPERATING	OVERTIME	32,131.94
213	601000		POLICE OPERATING	HOLIDAY PAY	10,328.55
213	601900		POLICE OPERATING	STATE RETIREMENT	58,827.66
213	602200		POLICE OPERATING	FICA TAXES	27,023.96
213	602600		POLICE OPERATING	HEALTH INSURANCE	64,471.77
290	600100		FIRE	WAGES AND SALARIES	272,746.84
290	600400		FIRE	OVERTIME	1,533.91
290	601900		FIRE	STATE RETIREMENT	43,199.24
290	602200		FIRE	FICA TAXES	19,607.99
290	602600		FIRE	HEALTH INSURANCE	54,285.95
313	600100		PUBLIC WORKS ADMIN	WAGES AND SALARIES	14,347.70
313	601900		PUBLIC WORKS ADMIN	STATE RETIREMENT	2,269.20
313	602200		PUBLIC WORKS ADMIN	FICA TAXES	1,068.33
313	602600		PUBLIC WORKS ADMIN	HEALTH INSURANCE	1,125.94
315	600100		TRAFFIC CONTROL AND SAFETY	WAGES AND SALARIES	10,840.52
315	600400		TRAFFIC CONTROL AND SAFETY	OVERTIME	648.49
315	601900		TRAFFIC CONTROL AND SAFETY	STATE RETIREMENT	1,818.98
315	602200		TRAFFIC CONTROL AND SAFETY	FICA TAXES	843.66
315	602600		TRAFFIC CONTROL AND SAFETY	HEALTH INSURANCE	2,332.11
335	600100		MAINTENANCE GARAGE	WAGES AND SALARIES	14,011.41

09/13/2016 12:42
jdubuisson

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

P
prjournl 2

WARRANT 091516

PAY PERIOD 08/29/2016 to 09/11/2016

CHECK DATE 09/15/2016

YEAR 2016 PERIOD 12
EXPENDITURE ENTRIES
SHORT DESC 091516

GL EFF DATE 09/15/2016
REFERENCE 091516
REFERENCE2 1091516

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
335	601900		MAINTENANCE GARAGE	STATE RETIREMENT	2,211.52
335	602200		MAINTENANCE GARAGE	FICA TAXES	1,024.70
335	602600		MAINTENANCE GARAGE	HEALTH INSURANCE	1,757.50
325	600100		ENGINEERING	WAGES AND SALARIES	14,051.70
325	601000		ENGINEERING	HOLIDAY PAY	13.64
325	601900		ENGINEERING	STATE RETIREMENT	2,185.77
325	602200		ENGINEERING	FICA TAXES	1,036.02
325	602600		ENGINEERING	HEALTH INSURANCE	2,085.03
411	600100		LEISURE SERVICES	WAGES AND SALARIES	29,136.99
411	600100	41130	LEISURE SERVICES	WAGES AND SALARIES	997.85
411	600100	41133	LEISURE SERVICES	WAGES AND SALARIES	888.44
411	600100	41136	LEISURE SERVICES	WAGES AND SALARIES	6,101.66
411	600100	41138	LEISURE SERVICES	WAGES AND SALARIES	121.78
411	600100	41140	LEISURE SERVICES	WAGES AND SALARIES	1,103.30
411	600100	41144	LEISURE SERVICES	WAGES AND SALARIES	2,338.56
411	600400		LEISURE SERVICES	OVERTIME	379.59
411	600400	41140	LEISURE SERVICES	OVERTIME	82.75
411	600400	41144	LEISURE SERVICES	OVERTIME	263.32
411	601900		LEISURE SERVICES	STATE RETIREMENT	4,593.61
411	601900	41130	LEISURE SERVICES	STATE RETIREMENT	157.16
411	601900	41133	LEISURE SERVICES	STATE RETIREMENT	139.93
411	601900	41136	LEISURE SERVICES	STATE RETIREMENT	965.73
411	601900	41138	LEISURE SERVICES	STATE RETIREMENT	19.18
411	601900	41140	LEISURE SERVICES	STATE RETIREMENT	186.80
411	601900	41144	LEISURE SERVICES	STATE RETIREMENT	409.80
411	602200		LEISURE SERVICES	FICA TAXES	2,146.26
411	602200	41130	LEISURE SERVICES	FICA TAXES	76.34
411	602200	41133	LEISURE SERVICES	FICA TAXES	67.96
411	602200	41136	LEISURE SERVICES	FICA TAXES	462.71
411	602200	41138	LEISURE SERVICES	FICA TAXES	9.17
411	602200	41140	LEISURE SERVICES	FICA TAXES	78.28
411	602200	41144	LEISURE SERVICES	FICA TAXES	193.62
411	602600		LEISURE SERVICES	HEALTH INSURANCE	5,249.64
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	3,144.36
415	601900		BUILDING MAINTENANCE	STATE RETIREMENT	499.96
415	602200		BUILDING MAINTENANCE	FICA TAXES	231.52
415	602600		BUILDING MAINTENANCE	HEALTH INSURANCE	566.91
425	600100		SENIOR CITIZENS	WAGES AND SALARIES	3,309.54
425	601900		SENIOR CITIZENS	STATE RETIREMENT	521.25
425	602200		SENIOR CITIZENS	FICA TAXES	248.71
425	602600		SENIOR CITIZENS	HEALTH INSURANCE	273.90
430	600100		BEAUTIFICATION	WAGES AND SALARIES	18,778.58
430	600400		BEAUTIFICATION	OVERTIME	481.90
430	601000		BEAUTIFICATION	HOLIDAY PAY	29.11

09/13/2016 12:42
jdubuisson

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

WARRANT 091516

PAY PERIOD 08/29/2016 to 09/11/2016

P 3
prjournal

CHECK DATE 09/15/2016

YEAR 2016 PERIOD 12
EXPENDITURE ENTRIES
SHORT DESC 091516

GL EFF DATE 09/15/2016
REFERENCE 091516
REFERENCE2 1091516

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
430	601900		BEAUTIFICATION	STATE RETIREMENT	
430	602200		BEAUTIFICATION	FICA TAXES	3,042.85
430	602600		BEAUTIFICATION	HEALTH INSURANCE	1,411.84
435	600100		CEMETERY	HEALTH INSURANCE	3,913.72
435	601900		CEMETERY	WAGES AND SALARIES	5,185.79
435	602200		CEMETERY	STATE RETIREMENT	816.76
435	602600		CEMETERY	FICA TAXES	387.30
437	600100		CEMETERY	HEALTH INSURANCE	942.74
437	601000		BAYOU VISTA GOLF COURSE	WAGES AND SALARIES	5,590.57
437	601900		BAYOU VISTA GOLF COURSE	HOLIDAY PAY	124.45
437	602200		BAYOU VISTA GOLF COURSE	STATE RETIREMENT	736.80
437	602600		BAYOU VISTA GOLF COURSE	FICA TAXES	418.76
611	600100		BAYOU VISTA GOLF COURSE	HEALTH INSURANCE	884.15
611	601900		PLANNING AND ZONING	WAGES AND SALARIES	40,454.22
611	602200		PLANNING AND ZONING	STATE RETIREMENT	6,371.54
611	602600		PLANNING AND ZONING	FICA TAXES	2,906.28
621	600100		PLANNING AND ZONING	HEALTH INSURANCE	8,690.70
621	601900		ECONOMIC DEVELOPMENT	WAGES AND SALARIES	7,700.82
621	602200		ECONOMIC DEVELOPMENT	STATE RETIREMENT	1,212.88
621	602600		ECONOMIC DEVELOPMENT	FICA TAXES	566.79
			ECONOMIC DEVELOPMENT	HEALTH INSURANCE	1,149.34
				FUND TOTALS	1,348,530.36
511	600100	05600	COMMUNITY DEVELOPMENT	WAGES AND SALARIES	2,913.20
511	601900	05600	COMMUNITY DEVELOPMENT	STATE RETIREMENT	458.83
511	602200	05600	COMMUNITY DEVELOPMENT	FICA TAXES	216.33
511	602600	05600	COMMUNITY DEVELOPMENT	HEALTH INSURANCE	369.68
515	600100	74500	HOME CONSORTIUM-GULFPORT	WAGES AND SALARIES	3,459.80
515	601900	74500	HOME CONSORTIUM-GULFPORT	STATE RETIREMENT	544.91
515	602200	74500	HOME CONSORTIUM-GULFPORT	FICA TAXES	257.58
515	602600	74500	HOME CONSORTIUM-GULFPORT	HEALTH INSURANCE	602.80
				FUND TOTALS	8,823.13
811	600100		UTILITY BILLING	WAGES AND SALARIES	24,758.05
811	601900		UTILITY BILLING	STATE RETIREMENT	3,899.42
811	602200		UTILITY BILLING	FICA TAXES	1,807.62
811	602600		UTILITY BILLING	HEALTH INSURANCE	5,122.20
825	600100		SEWER OPERATIONS	WAGES AND SALARIES	3,044.46
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	39,883.22
445	600100		JOSEPH T JONES	WAGES AND SALARIES	7,815.18
445	600400		JOSEPH T JONES	OVERTIME	141.65
445	601000		JOSEPH T JONES	HOLIDAY PAY	179.15

09/13/2016 12:42
jdubuisson

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

P 4
prjournal

WARRANT 091516

PAY PERIOD 08/29/2016 to 09/11/2016

CHECK DATE 09/15/2016

YEAR 2016 PERIOD 12
EXPENDITURE ENTRIES
SHORT DESC 091516

GL EFF DATE 09/15/2016
REFERENCE 091516
REFERENCE2 1091516

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
445	601900		JOSEPH T JONES	STATE RETIREMENT	1,281.42
445	602200		JOSEPH T JONES	FICA TAXES	608.60
445	602600		JOSEPH T JONES	HEALTH INSURANCE	772.00
FUND TOTALS					10,798.00
GRAND TOTALS					1,408,034.71

09/27/2016 14:23
jdubuisson

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

WARRANT 092916

PAY PERIOD 09/12/2016 to 09/25/2016

P 1
prjournal

CHECK DATE 09/29/2016

YEAR 2016 PERIOD 12
EXPENDITURE ENTRIES
SHORT DESC 092916

GL EFF DATE 09/29/2016
REFERENCE 092916
REFERENCE2 1092916

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2016 PERIOD 12					GL EFF DATE 09/29/2016
111	600100		EXECUTIVE	WAGES AND SALARIES	7,514.15
111	601900		EXECUTIVE	STATE RETIREMENT	1,183.47
111	602200		EXECUTIVE	FICA TAXES	574.82
115	600100		LEGISLATIVE	WAGES AND SALARIES	9,320.22
115	601900		LEGISLATIVE	STATE RETIREMENT	1,467.93
115	602200		LEGISLATIVE	FICA TAXES	712.94
125	600100		JUDICIAL	WAGES AND SALARIES	25,233.74
125	600400		JUDICIAL	OVERTIME	203.54
125	601900		JUDICIAL	STATE RETIREMENT	3,977.69
125	602200		JUDICIAL	FICA TAXES	1,945.97
135	600100		LEGAL	WAGES AND SALARIES	24,129.82
135	601900		LEGAL	STATE RETIREMENT	3,726.19
135	602200		LEGAL	FICA TAXES	1,845.95
145	600100		GENERAL ADMINISTRATION	WAGES AND SALARIES	40,194.38
145	601900		GENERAL ADMINISTRATION	STATE RETIREMENT	6,335.34
145	602200		GENERAL ADMINISTRATION	FICA TAXES	3,077.16
150	600100		INFORMATION TECHNOLOGY	WAGES AND SALARIES	22,968.99
150	600400		INFORMATION TECHNOLOGY	OVERTIME	234.86
150	601900		INFORMATION TECHNOLOGY	STATE RETIREMENT	3,624.68
150	602200		INFORMATION TECHNOLOGY	FICA TAXES	1,775.11
213	600100		POLICE OPERATING	WAGES AND SALARIES	335,876.72
213	600400		POLICE OPERATING	OVERTIME	35,769.66
213	601000		POLICE OPERATING	HOLIDAY PAY	3,580.00
213	601900		POLICE OPERATING	STATE RETIREMENT	59,098.15
213	602200		POLICE OPERATING	FICA TAXES	28,704.77
290	600100		FIRE	WAGES AND SALARIES	270,764.98
290	600400		FIRE	OVERTIME	45,232.63
290	601000		FIRE	HOLIDAY PAY	11,419.96
290	601900		FIRE	STATE RETIREMENT	51,568.33
290	602200		FIRE	FICA TAXES	25,047.31
313	600100		PUBLIC WORKS ADMIN	WAGES AND SALARIES	14,347.68
313	601900		PUBLIC WORKS ADMIN	STATE RETIREMENT	2,269.20
313	602200		PUBLIC WORKS ADMIN	FICA TAXES	1,102.19
315	600100		TRAFFIC CONTROL AND SAFETY	WAGES AND SALARIES	10,840.51
315	600400		TRAFFIC CONTROL AND SAFETY	OVERTIME	758.64
315	601900		TRAFFIC CONTROL AND SAFETY	STATE RETIREMENT	1,836.32
315	602200		TRAFFIC CONTROL AND SAFETY	FICA TAXES	891.92
335	600100		MAINTENANCE GARAGE	WAGES AND SALARIES	14,011.42
335	601900		MAINTENANCE GARAGE	STATE RETIREMENT	2,211.54
335	602200		MAINTENANCE GARAGE	FICA TAXES	1,074.18
325	600100		ENGINEERING	WAGES AND SALARIES	13,954.20
325	601900		ENGINEERING	STATE RETIREMENT	2,183.61
325	602200		ENGINEERING	FICA TAXES	1,069.79
411	600100		LEISURE SERVICES	WAGES AND SALARIES	29,294.91
411	600100	41130	LEISURE SERVICES	WAGES AND SALARIES	962.57
411	600100	41133	LEISURE SERVICES	WAGES AND SALARIES	923.72
411	600100	41136	LEISURE SERVICES	WAGES AND SALARIES	6,235.09

09/27/2016 14:23
jdubuisson

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

P 2
prjournl

WARRANT 092916

PAY PERIOD 09/12/2016 to 09/25/2016

CHECK DATE 09/29/2016

YEAR 2016 PERIOD 12
EXPENDITURE ENTRIES
SHORT DESC 092916

GL EFF DATE 09/29/2016
REFERENCE 092916
REFERENCE2 1092916

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
411	600100	41138	LEISURE SERVICES	WAGES AND SALARIES	7.69
411	600100	41140	LEISURE SERVICES	WAGES AND SALARIES	1,103.30
411	600100	41144	LEISURE SERVICES	WAGES AND SALARIES	2,338.56
411	600400		LEISURE SERVICES	OVERTIME	2,323.47
411	600400	41130	LEISURE SERVICES	OVERTIME	104.27
411	600400	41140	LEISURE SERVICES	OVERTIME	113.78
411	601900		LEISURE SERVICES	STATE RETIREMENT	4,950.02
411	601900	41130	LEISURE SERVICES	STATE RETIREMENT	168.03
411	601900	41133	LEISURE SERVICES	STATE RETIREMENT	145.48
411	601900	41136	LEISURE SERVICES	STATE RETIREMENT	986.75
411	601900	41138	LEISURE SERVICES	STATE RETIREMENT	1.21
411	601900	41140	LEISURE SERVICES	STATE RETIREMENT	191.69
411	601900	41144	LEISURE SERVICES	STATE RETIREMENT	368.32
411	602200		LEISURE SERVICES	FICA TAXES	2,421.07
411	602200	41130	LEISURE SERVICES	FICA TAXES	81.62
411	602200	41133	LEISURE SERVICES	FICA TAXES	70.66
411	602200	41136	LEISURE SERVICES	FICA TAXES	479.28
411	602200	41138	LEISURE SERVICES	FICA TAXES	.59
411	602200	41140	LEISURE SERVICES	FICA TAXES	93.11
411	602200	41144	LEISURE SERVICES	FICA TAXES	178.90
415	600100		BUILDING MAINTENANCE	WAGES AND SALARIES	3,144.35
415	600400		BUILDING MAINTENANCE	OVERTIME	42.78
415	601900		BUILDING MAINTENANCE	STATE RETIREMENT	506.69
415	602200		BUILDING MAINTENANCE	FICA TAXES	246.12
425	600100		SENIOR CITIZENS	WAGES AND SALARIES	3,307.11
425	601900		SENIOR CITIZENS	STATE RETIREMENT	520.87
425	602200		SENIOR CITIZENS	FICA TAXES	253.00
430	600100		BEAUTIFICATION	WAGES AND SALARIES	18,867.74
430	600400		BEAUTIFICATION	OVERTIME	983.27
430	601900		BEAUTIFICATION	STATE RETIREMENT	3,131.26
430	602200		BEAUTIFICATION	FICA TAXES	1,520.87
435	600100		CEMETERY	WAGES AND SALARIES	5,185.78
435	601900		CEMETERY	STATE RETIREMENT	816.76
435	602200		CEMETERY	FICA TAXES	396.71
437	600100		BAYOU VISTA GOLF COURSE	WAGES AND SALARIES	5,458.15
437	601900		BAYOU VISTA GOLF COURSE	STATE RETIREMENT	703.02
437	602200		BAYOU VISTA GOLF COURSE	FICA TAXES	417.54
611	600100		PLANNING AND ZONING	WAGES AND SALARIES	40,552.19
611	601900		PLANNING AND ZONING	STATE RETIREMENT	6,386.97
611	602200		PLANNING AND ZONING	FICA TAXES	3,102.25
621	600100		ECONOMIC DEVELOPMENT	WAGES AND SALARIES	7,700.82
621	601900		ECONOMIC DEVELOPMENT	STATE RETIREMENT	1,212.88
621	602200		ECONOMIC DEVELOPMENT	FICA TAXES	589.11
FUND TOTALS					1,252,250.99
511	600100	05600	COMMUNITY DEVELOPMENT	WAGES AND SALARIES	2,913.20
511	601900	05600	COMMUNITY DEVELOPMENT	STATE RETIREMENT	458.83

09/27/2016 14:23
jdubuisson

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

WARRANT 092916

PAY PERIOD 09/12/2016 to 09/25/2016

P 3
prjournl

CHECK DATE 09/29/2016

YEAR 2016 PERIOD 12
EXPENDITURE ENTRIES
SHORT DESC 092916

GL EFF DATE 09/29/2016
REFERENCE 092916
REFERENCE2 1092916

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
511	602200	05600	COMMUNITY DEVELOPMENT	FICA TAXES	222.86
515	600100	74500	HOME CONSORTIUM-GULFPORT	WAGES AND SALARIES	3,459.80
515	601900	74500	HOME CONSORTIUM-GULFPORT	STATE RETIREMENT	544.91
515	602200	74500	HOME CONSORTIUM-GULFPORT	FICA TAXES	264.68
				FUND TOTALS	7,864.28
811	600100		UTILITY BILLING	WAGES AND SALARIES	24,757.99
811	601900		UTILITY BILLING	STATE RETIREMENT	3,899.38
811	602200		UTILITY BILLING	FICA TAXES	1,893.99
825	600100		SEWER OPERATIONS	WAGES AND SALARIES	3,044.45
825	601900		SEWER OPERATIONS	STATE RETIREMENT	479.50
825	602200		SEWER OPERATIONS	FICA TAXES	232.90
				FUND TOTALS	34,308.21
445	600100		JOSEPH T JONES	WAGES AND SALARIES	7,620.75
445	600400		JOSEPH T JONES	OVERTIME	116.84
445	601900		JOSEPH T JONES	STATE RETIREMENT	1,218.66
445	602200		JOSEPH T JONES	FICA TAXES	591.92
				FUND TOTALS	9,548.17
				GRAND TOTALS	1,303,971.65



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Finance

Date: 10/10/2016

Subject: Privilege License Report - for the month of September, 2016 - to be made a part of the minutes.

Recommendation:

Memorandum – City of Gulfport

To: Councilman Walker, Councilman Casey, Councilman Dombrowski, Councilwoman Holmes-Hines, Councilman Sharp, Councilman Flowers, and Councilwoman Pucheu

CC: Mayor Hewes, Dr. Kelly

From: Mary Collins, Deputy City Clerk

Date: October 10, 2016

RE: Privilege Licenses Issued September, 2016

Attached is a report of the privilege licenses issued by the City of Gulfport for the period of September 1, 2016 thru September 30, 2016 per Mississippi Code Ann. §27-17-501 to be spread on the minutes of the October 18, 2016 Council meeting.

If you have any questions, please call at any time.

SEPTEMBER 1-30, 2016

BUSINESS LICENSES

Customer Name	Customer Address	Amount
15TH PLACE LLC	1712 15TH STREET	\$20.00
1ST CHOICE VIRGIN HAIR	12186 HWY 49	\$20.00
3 RIVERS RD TOWING & STORAGE LLC	13180 THREE RIVERS RD	\$20.00
A V PROS LLC	12068 INTRAPLEX PKWY	\$20.00
ADVANCED PROPERTY SOLUTIONS	11340 JESSICA DR	\$20.00
AFC INC	546 EAST PASS ROAD	\$23.80
ALL STAFFING SOLUTIONS LLC	1900 PASS RD SUITE E	\$20.00
ALLIANCE PEST CONTROL	2603 22ND AVE	\$30.00
AL-MS COASTAL LAW, LLC	1115 COWAN RD STE B	\$20.00
ALSTON'S ANTIQUES & GIFT	2208 25TH AVE	\$23.80
ALWAYS CLEAN "LLC"	12439 CRESTWOOD DR	\$30.00
AMERICAN ESOTERIC LABORATORY	14055 SEAWAY RD	\$30.00
ANOINTED TOUCH BARBER AND BEAUTY SHOP	328 COURTHOUSE RD	\$20.00
ASAP PLUMBING LLC	9465 CRESOTE RD BLDG 100 UNIT J	\$20.00
BACK YARD BURGERS	10490 HWY 49	\$87.00
BARBARA J MAREK	15357 PARKWOOD DRIVER	\$20.00
BARRE THEORY	8910 LORRAINE RD SUITE A	\$20.00
BATH & BODY WORKS	P O BOX 182515	\$40.00
BAYOU BLUFF TENNIS CLUB	11553 W TAYLOR RD	\$72.00
BEACH VIEW DENTAL CLINIC	1924 EAST PASS ROAD	\$42.84
BEN'S DELI	1412 PASS RD	\$20.00
BLAKNEY PROFESSIONAL SECURITY SERVICES	636 ROSALYNN PL	\$20.00
BLAZIN CAJUN SEAFOOD	2517 28TH ST	\$35.00
BLUE GREEN VACATIONS UNLIMITED, INC	4960 CONFERENCE WAY N	\$30.00
C SPIRE WIRELESS	10394 EXPRESS DR	\$30.00
CABLE ONE INC	283 DEBUYS ROAD	\$78.54
CASINO COMPLIANCE ESSENTIALS OF MS LLC	P.O. BOX 7362	\$20.00
CASSADY & ASSOCIATES, INC.	1714 22ND AVENUE	\$35.70
CHICO'S FAS INC	10655 FACTORY SHOPS BLVD	\$40.00
CIRCLE K STORE #2723457	10010 HWY 49	\$65.00
CIRCLE K STORE #2723681	2803 25TH AVE	\$65.00
CIRCLE K STORE #2723696	11006 HWY 49	\$65.00
CIRCLE K STORE #2723760	10406 HWY 49	\$47.50
CIRCLE K STORES INC	13490 HIGHWAY 49 N	\$90.00
CIRCLE K STORES INC	11160 LORRAINE RD	\$55.00
CJ'S OF GPT INC	826 PASS RD	\$30.00
COASTAL BILLING SOLUTIONS LLC	13218 BIRCH COURT	\$20.00
COREYS BARBER SHOP	15332 DEDEAUX RD	\$20.00
DANIEL COKER HORTON & BELL PA	1712 15TH STREET STE 400	\$67.83
DAVIS LIQUOR & WINE	13211 DEDEAUX RD SUITE 7	\$20.00
DEDEAUX EAST SELF STORAGE	12215 DEDEAUX ROAD	\$20.00
DESTINATION TRAVEL INC	616 JOSEPH AVENUE	\$20.00
DIRT CHEAP LLC	360 PASS ROAD	\$20.00
DONALD R JONES ATTORNEY, PLLC	1605 23RD AVE	\$20.00
D'RAYZ DECORATING SERVICES	12027 CARNEGIE AVE	\$20.00
E O CLUB	1309 25TH AVE	\$35.00

SEPTEMBER 1-30, 2016

BUSINESS LICENSES

Customer Name	Customer Address	Amount
EARTHCARE INC	1406 31ST AVE SUITE B	\$20.00
ECONOMY AUTO SALES INC	10480 KLEIN ROAD #20	\$20.00
ENTERTAINMENT NOW LLC	P.O. BOX 6152	\$45.00
ESPLANADE LAND & TITLE CO, LLC	204 COURTHOUSE RD STE B	\$20.00
EUGENE D MCNALLY MD MPH	350 COWAN ROAD	\$23.80
EVENT RESTROOMS TO GO INC.	14440 DUCKWORTH ROAD	\$20.00
EXTERIOR SOLUTIONS	14410 CREOSOTE ROAD SUITE A	\$92.50
FAMILY DOLLAR STORE	13111 THREE RIVERS RD	\$62.50
FAMILY SEAFOOD	15223 DEDEAUX ROAD	\$20.00
FOUNDATIONS PROFESSIONAL BRA FITTING	2596 BRIGHTON CIRCLE	\$20.00
FREEDOM MOTORS	1901 PASS RD	\$40.00
FRENCH DRUG CO INC	400 E PASS RD	\$92.50
FUN IN THE SUN SERVICE, LLC	9 JAY DRIVE	\$20.00
G C VAPORS	4020 POPPS FERRY RD ST A	\$20.00
GAOUSSOU DIALLO & ATHIA SOVV	2210 25TH AVE	\$20.00
GAOUSSOU DIALLO & ATHIA SOVV	2210 25TH AVE	(\$20.00)
GAOUSSOU DIALLO & ATHIA SOVV	2210 25TH AVE	\$20.00
GIFT WAREHOUSE LLC	15007 CREOSOTE RD	\$25.00
GLOBO WIRELESS	12057 HWY 49 STE F	\$20.00
GORDON'S NEW & USED TIRES	4418 28TH ST	\$20.00
GORJUS LLC	14070 WOODMONT DR	\$20.00
GRUMPY'S GRASS CUTTIN	12597 BEAU FOREST DRIVE	\$20.00
GULF COAST LIMB & BRACE INC	3506 WASHINGTON AVE STE D	\$20.00
GULF COAST MARINE INC	941 PASS RD	\$23.80
GULF COAST SCHOOL OF ART LLC	302 COURTHOUSE ROAD	\$20.00
GULFPORT QUICK FREEZE CO	1411 28TH AVE	\$23.80
GULFPORT VETERINARY HOSPITAL	204 PASS ROAD	\$35.70
HARD GROUND CONSTRUCTION	10727 PLUMMER CIRCLE	\$23.80
HARD GROUND CONSTRUCTION	10727 PLUMMER CIRCLE	(\$23.80)
HYDROSTAT INC	1414 31ST AVE	\$20.00
J D'S	2701 14TH AVE	\$20.00
JMK JUST MAKING KLEAN	1800 22ND STREET	\$20.00
JONES AUTO TRIM	2117 28TH STREET B 2	\$23.80
KEESLER INSURANCE	1092 #3 ACADIAN DRIVE	\$20.00
KELLEY BASEBALL & SOFTBALL TRAINING ACAD	1251 PASS ROAD	\$20.00
KENTUCKY FRIED CHICKEN	817 COWAN RD	\$35.70
KENTWOOD SPRINGS	14072 FASTWAY LANE	\$39.00
KNOWLES ON SITE REPAIR	9465 CREOSOTE RD	\$20.00
KWICKSILVER WHEEL REPAIR & POWER COATING	11530 HWY 49	\$20.00
LA MICHOACANA SUPERMARKET, LLC	1223 PASS ROAD SUITE E	\$20.00
LA VERACRUZANA MEAT MARKET	2044 E PASS ROAD	\$20.00
LADY-T'S BEAUTY SALON	1920 24TH AVE	\$23.80
LAND PRO LLC	12353 HERRING ROAD	\$20.00
LATTER & BLUM SHAW PROPERTIES	777 WATKINS AVENUE	\$20.00
LEGENDARY TURF MANAGEMENT	12488 CRESTWOOD DR	\$20.00
LEVI'S ONLY STORES INC	10000 FACTORY SHOPS BLVD	\$20.00

SEPTEMBER 1-30, 2016

BUSINESS LICENSES

Customer Name	Customer Address	Amount
LIL TOT'S 2 ACADEMY	2516 21ST AVE	\$30.00
MAGGIO LAW FIRM PC	2201 24TH AVENUE	\$23.80
MARVIN P LIBERTO DDS	382 COURTHOUSE ROAD	\$20.00
MARY MCCABE REALTY	10767 E TAYLOR RD	\$20.00
MASONS MOTORS 2	711 PASS RD	\$20.00
MCNAIRS TAX SERVICE	1924 25TH AVENUE	\$20.00
MIRAE COMM 3106 INC	9210 HWY 49 SUITE B	\$20.00
MITCHELL REX DISTRIBUTING	12100 INTRAPLEX PKWY	\$351.00
MJ AUTO BROKERS LLC	12509 DEDEAUX RD	\$40.00
MONSTER SUBS AND SANDWICHES INC	P.O. 6603	\$20.00
MSM WHOLESALE	100 PASS RD	\$25.00
MUGSHOTS	1414 27TH AVE	\$25.00
NAIL PALACE	11370 HWY 49	\$20.00
NANA WORLEYPARSONS	14231 SEAWAY RD STE 3001	\$30.00
NETWORK OF WOMEN BUSINESS OWNERS	15196 BARBARA DR	\$20.00
NEXT SOLUTIONS LLC	14251 SEAWAY RD SUITE E3	\$30.00
NEXUS FINANCIAL OF GULFPORT INC	1814 PASS RD	\$20.00
NOT YOUR MAMAS CLOSET	2701 14TH AVE BOOTH V2	\$20.00
OMEGA RENTAL PROPERTIES	157 VENETIAN GARDENS	\$23.80
OVATION LEARNING CENTER INC	11149 OLD HWY 49	\$33.00
OWCO. LLC	2105 25TH AVENUE	\$20.00
PAPA JOHNS	706 HOLLY HILLS DR	\$20.00
PAPANIA FAMILY DENTISTRY	410 SECURITY SQUARE	\$35.70
PLANET BEACH OF GULFPORT LLC	15238 CROSSROADS PKWY	\$23.80
PPG PAINTS	400 BERTHA LAMME DR	\$50.00
PRIDESTAFF	28 PASS ROAD	\$30.00
QUEST DIAGNOSTICS	12207 HWY 49	\$35.70
R I D E MOTOR SCHOOL LLC	1626 24TH AVE SUITE C	\$20.00
REAL ESTATE DEPARTMENT	11305 THREE RIVERS RD	\$65.00
REAL ESTATE DEPT	1 PASS RD	\$47.50
RENEE'S	302 COURTHOUSE RD	\$20.00
RICHARD F BOOTON	1513 19TH AVENUE	\$23.80
RIEMANN FUNERAL HOMES INC	11213 HIGHWAY 49	\$23.80
SABRINA L KEYS LLC	2006 30TH STREET	\$30.00
SAND DOLLAR LIFESTYLES	10000 FACTORY SHOP BLVD STE 245	\$150.00
SECURED - MINI - STORAGE	14145 DEDEAUX ROAD	\$20.00
SELECT ONE AUTO REPAIR	647 PASS ROAD	\$23.80
SERCE INC	104 DARBY ST	\$20.00
SIDE SHOW PROPS	3420 GILES RD	\$20.00
SMILE COUNTRY ORTHODONTICS	15465 OAKLN SUITE 100 H	\$30.00
SOUTHERN PIPE & SUPPLY CO INC	2202 34TH STREET	\$523.60
SPENCER CHIROPRACTIC CLINIC INC	38 PASS RD	\$20.00
STAFF PRO LLC	238 COURTHOUSE ROAD	\$20.00
STRICKLAND L & T	15229 E WORTHAM RD	\$20.00
SUBWAY #2723389	13490 HWY 49 M	\$20.00
SUBWAY SANDWICHES #1918	2180 EAST PASS ROAD # 1918	\$35.70

SEPTEMBER 1-30, 2016

BUSINESS LICENSES

Customer Name	Customer Address	Amount
SUGAR MAMAS II	2005 29TH AVENUE	\$20.00
T NAILS	2905 25TH AVE	\$20.00
TAP OUT CONSTRUCTION LIMITED	10021 LORRAINE RD STE C	\$20.00
TERROR ON THE COAST	3420 GILES RD	\$20.00
THE ACTION SHACK	17140 ORANGE GROVE RD	\$20.00
THE DISNEY STORE # 973	10430 FACTORY SHOPS BLVD	\$1,360.00
THE FIRST A NATIONAL BANKING ASSOC	573 COURTHOUSE RD	\$30.00
THE FIRST A NATIONAL BANKING ASSOC	1300 25TH AVE	\$33.00
THE FIRST A NATIONAL BANKING ASSOC	1822 25TH AVE	\$20.00
THOMPSONS LAWN SERVICE	13436 WINDRIDGE DR	\$20.00
TINA M GRAVES MSW LCSW LMFT PA	100 TERRI ROAD	\$23.80
TOBACCO & BEER DISCOUNT HOUSE INC	1092 ACADIAN DRIVE SUITE 2	\$20.00
TWIN STAR WINE & LIQUOR LLC	2007 BENT OAKS BLVD	\$23.80
UNIVERSAL VISION	908 B SINGLEY AVE	\$20.00
US INSTALLATION GROUP	5030 CHAMPION BLVD	\$20.00
UTILITY PARTNERS LLC	1238 EAST RAILROAD STREET	\$150.00
VICTORIA ENTERPRISES	1406 31ST AVE SUITE A	\$20.00
VOGUSH ACCESSORIES	10000 FACTORY SHOPS BLVD	\$20.00
WALGREENS #15484	1417 E PASS RD	\$575.00
WALLACE AUTO ELECTRIC	2960 20th AVE UNIT G	\$23.80
WILLIAMS & NICHOLS PA	2409 14TH ST	\$20.00
WILLIAMS TAX & BUSINESS SERVICE	1924 30TH AVENUE	\$20.00
YELLOW AIRPORT SHUTTLE	5804 OPORTO MADRID BLVD	\$20.00
YELLOW CAB	5804 OPORTO MADRID BLVD S	\$20.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Public Works

Date: 10/05/2016

Subject: Letter - regarding emergency purchase for Repair Parts - Public Works - to be made a part of the minutes.

Recommendation:

Memorandum

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: October 5, 2016

Re: Emergency Purchase Authorization
Glascock Drive
Department of Public Works

Attached please find a letter of explanation from Mark Kraninger, Assistant Director of Public Works; along with a quotation from MS Utility Supply in the amount of \$5,483.50.00 for repair parts to a 24" Force Main which is crucial to the transportation of sewer for treatment at the HCUA Sewage Treatment Plant. Purchase Order #1892548 has been issued in support of this emergency.

As per MS Code 31-7-1 (f), documentation of this emergency is to be placed on the minutes of the board.

I thank you for your consideration.



DEPARTMENT OF PUBLIC WORKS

4050 Hewes Avenue
Gulfport, MS 39507
Phone: 228-868-5740
Fax: 228-214-2238

MEMORANDUM

To: Connie Debenport, Purchasing
From: Assistant Director of Public Works

Date: October 4, 2016

Subj: Emergency purchase of 24" Repair Parts

The Emergency purchase of repair parts for a 24" Force Main is crucial to the transportation of sewer for treatment at the HCUA County's Sewage Treatment Plant. Due to a surge on the line on 3 October, 2016 at the location of Glascock Drive a 24" line was damaged causing a massive sewage spill. The Sewer Repair Crews are in the process of excavating and repairing the line and these materials are needed to repair the broken pipe. The MDEQ has been notified and we are currently not within regulations of the Mississippi Clean Water Act. This would be considered an emergency due to "failure of transport of treatment of sewage per State of Mississippi Purchase Law, Section 31-7-1(f).

In order to restore the sewer system to normal operation, I recommend this emergency purchase.


Mark E. Kraninger

Cc:
PW Director
DPW Budget Annalist



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

Purchase Order

Fiscal Year 2017

Page 1 of 1

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

Purchase Order # **189254-00**

Delivery must be made within doors of
 specified destination.

B
I
L
L
T
O

V
E
N
D
O
R

MS UTILITY SUPPLY
 14231 SEAWAY RD
 GULFPORT MS 39503

S
H
I
P
T
O

OPERATIONS & MAINT
 4050 HEWES AVE
 POC- RYAN M. (228-868-5740)
 GULFPORT MS 39507

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
228-863-2757		228-863-6587	206415			
PO Issue Date	Vendor Number	Date Required	Freight Method/Terms		Department/Location	
10/05/2016	819				Sewer Operations	
Item#	Description/Part No.		Qty	UOM	Unit Price	Extended Price
	The above purchase order number must appear on all invoices, packages, and shipping papers.					
1	AS PER MS CODE 31-7-1(F) EMERGENCY PURCHASE REQUEST; REPAIR PARTS REQUIRED DUE TO SRRUE SURGE ON LINE ON 10-03-16 GLASCOCK DRIVE.ITEM #MJLSLA24 - SLEEVE - 24", MJ LONG 400 -800-825-000-000-616100- \$2,400.00		4.0	EACH	\$600.000	\$2,400.00
2	E20224PV - RETAINER (MEGALUG DESIGN) - 24" 400 -800-825-000-000-616100- \$2,400.00		8.0	EACH	\$300.000	\$2,400.00
3	MJGA24 - GASKET, 24", MJ 400 -800-825-000-000-616100- \$104.00		8.0	EACH	\$13.000	\$104.00
4	TTHBNFS - BOLT, 3/4" X 5" TEF, T-HEAD N&B 400 -800-825-000-000-616100- \$579.50		128.0	EACH	\$3.000	\$384.00
	400 -800-825-000-000-616100- 5,483.50					

By

Connie Dubey

Authorized Signature

MP

OFFICIAL COPY

Total Ext. Price	\$5,288.00
Total Freight	\$195.50
PO Total	\$5,483.50

Connie Debenport

From: Veronica Weaver
Sent: Tuesday, October 04, 2016 9:15 AM
To: Henrietta L. Spaulding; Mary Collins
Cc: Ryan Merrill; Connie Debenport; Wayne Miller; Mark E. Kraninger; John Bogle; Ryan Busby; Cephus Finklea
Subject: Emergency Purchase Request - MS Utility Supply - \$5,483.50
Attachments: Untitled.PDF

Good morning ladies,

Please see the attached emergency purchase request for MS Utility Supply totaling \$5,483.50 for the repair of two 24" force main sewer plant pipes per MS purchase law section 31-7-1(f). Once approved, please generate a PO using account #825-616100. If you have any questions/concerns, please let me know. Thank you!

Veronica Weaver
Assistant Budget Analyst
Public Works
The City of Gulfport
Phone: 228-868-5740



X

311 STREETS & DRAINAGE
 313 ADMINISTRATION
 315 TRAFFIC & SAFETY
 325 ENGINEERING
 335 MAINTENANCE GARAGE
 815 WATER
 825 SEWER
 CAPITAL

CITY OF GULFPORT

Department of Public Works

PURCHASE REQUEST

DATE 4 OCTOBER 2016

P.O. NUMBER _____

REQUESTOR JOHN BOGLE (CP) 518-0103

SUGGESTED VENDOR MS UTILs

DEPT PW - INVENTORY MANAGEMENT

VENDOR # 819

ACCT # 825-1010100

POC CATRINA WALKER

PHONE # (228) 863-2757

FAX # (228) 863-6587

EMAIL catrina.walker@ferguson.com

BID GRP NON BID

LINE	DEPT	QTY	UOM	ITEM #	DESCRIPTION	UNIT COST	EXTENDED COST
1	825	4	EA	MJLSLA24	SLEEVE, 24" x 15" , MJ LONG		
		NON BID					
RECEIVED ()DATE ()DATE ()DATE						\$ 600.00	\$ 2,400.00
2	825	8	EA	E2024PV	RETAINER (MEGALUG DESIGN), 24"		
		NON BID					
RECEIVED ()DATE ()DATE ()DATE						\$ 300.00	\$ 2,400.00
3	825	8	EA	MJGA24	GASKET, 24", MJ		
		NON BID					
RECEIVED ()DATE ()DATE ()DATE						\$ 13.00	\$ 104.00
4	825	128	EA	TTHBNFS	BOLT, 3/4" x 5" TEF, T-HEAD N&B		
		NON BID					
RECEIVED ()DATE ()DATE ()DATE						\$ 3.00	\$ 384.00
5							
6							
7							
8							
9							
		1	EA	NA	EXPRESS ONE SHOT SHIPPING		
						\$ 195.50	\$ 195.50

SHIPPING INFO	4050 HEWES AVE, GULFPORT, MS 39507	FREIGHT / SHIPPING	
	PUBLIC WORKS - WAREHOUSE/STOCKYARD MON-FRI / 7:00 AM - 2:30 PM (CLOSED HOLIDAYS)	TOTAL	\$ 5,483.50

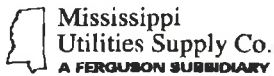
COMMENTS / JUSTIFICATION Mississippi Purchase Law Section 31-7-1 (F)

LINE ITEM - 1 - 4 EMERGENCY REPAIR OF TWO 24" FORCE MAIN SEWER PLANT PIPES

See attached explanation
for MARK KRANINGER

TIME FRAME REQUIREMENTS -- EXPRESS ONE SHOT DELIVERY : YES PICK-UP : NO

AUTHORIZED SIGNATURE Ran DATE 10-4-16 DOC # W 14



MUSCO - GULFPORT #1227
14231 SEAWAY ROAD
UNIT B-5
GULFPORT, MS 39503-4628
Phone: 228-863-2757
Fax: 228-863-6587

Deliver To: 111932
From: Catrina Walker
Comments:

09:14:28 OCT 04 2016

Page 1 of 1

MUSCO - GULFPORT #1221
Price Quotation
Phone: 228-863-2757
Fax: 228-863-6587

Bid No: B245195
Bid Date: 10/04/16
Quoted By: CRW

Cust Phone: 228-868-5740
Terms: NET 10TH PROX

Customer: CITY OF GULFPORT
4050 HEWES AVE
ATTN: ACCTS PAYABLE
GULFPORT, MS 39507

Ship To: CITY OF GULFPORT
4050 HEWES AVE
ATTN: ACCTS PAYABLE
GULFPORT, MS 39507

Cust PO#:

Job Name: 24 FORCE MAIN BREAK

Item	Description	Quantity	Net Price	UM	Total
MJLSLA24	24X15 MJ C153 LONG SLV L/A	4	600.000	EA	2400.00
E2024PV	24 MEGALUG F/ C905 PVC	8	300.000	EA	2400.00
MJGA24	24 MJ GSKT	8	13.000	EA	104.00
TTHBNFS	3/4X5 TEF T-HEAD N&B EMERGENCY REPAIR	128	3.000	EA	384.00

Net Total: \$5288.00
Tax: \$0.00
Freight: \$195.50
Total: \$5483.50

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseleyna.com/terms_conditionsSale.html. Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 10/05/2016

Subject: Letter - regarding One-Year Extension with Weaver Electric for City Wide Electrical Services - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Dehenport, Purchasing Manager

Date: October 5, 2016

**Re: Electrical Services Unit Price Contract
Request 1 Year Extension**

Request permission to extend the current City Wide Electrical Services Contract through 07-31-2017. Various departments in the City utilize this contract for day to day repairs as well as emergency calls.

It is my recommendation that you approve this request.

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, Purchasing Manager

Date: August 8, 2014

Re: City of Gulfport
RFP for City Wide Electrical Services

P17

COUNCIL
AUG 19 2014
APPROVED

On July 11, 2014, the City of Gulfport received 3 submissions in response to the above mentioned RFP. The selection committee convened on 08-01-14 and 08-08-14 for the purpose of evaluating the proposals received; determine if there is a need for interviews, discuss submissions and turn in grading sheets.

Submitting Company	Points Given
Weaver Electric, Inc.	283
MillerCo, Inc.	229
Haynes Electric	174

Upon completing the tabulation of points, the committee recommended conducting price negotiations with the 2nd highest scoring firm in order to have an alternate vendor.

Please see below pricing that will be followed by Weaver Electric, Inc. and MillerCo.Inc as the alternate.

Cost per hour for work performed between the hours of 7:30 a.m. to 4:30 p.m., Monday through Friday.	\$40.00/man
Cost per hour for work performed between the hours of 4:31 p.m. and 6:59 a.m. Monday through Friday and all day Saturday until 11:59 p.m. (overtime).	\$61.00/man
Cost per hour for work performed between the hours of 12:00 a.m. through 11:59 p.m. on Sundays and City observed holidays.	\$76.00/man
Cost per hour when lift truck is required for job - up to 60'	\$50.00/truck
Cost per hour when lift truck is required for job - + 60' up to 100'	\$65.00/truck

I have attached a copy of the RFP for your review and respectfully request your approval of the recommendation with contract ratification to follow. Thank you for your consideration.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Fire Department

Date: 10/12/2016

Subject: Letter - regarding purchase of Promotional Items for advertisement purposes - Fire Department - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, Purchasing Manager

Date: October 7, 2016

**Re: Request Permission to Purchase Promotional Items
Fire Department**

The Fire Department is requesting your permission to purchase Fire Prevention materials to distribute for educational purposes at various events for FY2017. The amount requested is not to exceed \$11,000.00.

Request City Council make a finding that the purchase of such promotional items be spread across the minutes in accordance with the following provision in the MS Code.

Miss. Code Ann. §17-3-3 (Rev. 2003) provides,

“Advertising pursuant to Section 17-3-1 shall include newspaper and magazine advertising and literature, publicity, expositions, public entertainment or other form of advertising or publicity, which in the judgment of such board or boards will be helpful toward advancing the moral, financial and other interests of such municipality or county.”

Thank you for your consideration.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Human Resources

Date: 10/12/2016

Subject: Letter - regarding purchase of Promotional Items for advertisement purposes - Human Resources - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, Purchasing Manager

Date: October 7, 2016

**Re: Request Permission to Purchase Promotional Items
Human Resources Department**

The Human Resources Department is requesting your permission to purchase promotional items to distribute at several career and recruitment/job fairs for FY2017. The amount requested is NTE \$2,000.00 and will be funded through the recruitment line item as previously budgeted.

Request City Council make a finding that the purchase of such promotional items be spread across the minutes in accordance with the following provision in the MS Code.

Miss. Code Ann. §17-3-3 (Rev. 2003) provides,

“Advertising pursuant to Section 17-3-1 shall include newspaper and magazine advertising and literature, publicity, expositions, public entertainment or other form of advertising or publicity, which in the judgment of such board or boards will be helpful toward advancing the moral, financial and other interests of such municipality or county.”

Thank you for your consideration.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Urban Development

Date: 10/07/2016

Subject: Letter - regarding purchase of Promotional Items for advertisement purposes - Urban Development - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, Purchasing Manager

Date: October 7, 2016

**Re: Request Permission to Purchase Promotional Items
Urban Development**

The Urban Development Department is requesting your permission to purchase promotional items to distribute for educational purposes at events such as the Home Builders Show that is scheduled in March 2017. The amount requested is not to exceed \$2,000.00 and will be funded through the advertisement line item as previously budgeted.

Request City Council make a finding that the purchase of such promotional items be spread across the minutes in accordance with the following provision in the MS Code.

Miss. Code Ann. §17-3-3 (Rev. 2003) provides,

“Advertising pursuant to Section 17-3-1 shall include newspaper and magazine advertising and literature, publicity, expositions, public entertainment or other form of advertising or publicity, which in the judgment of such board or boards will be helpful toward advancing the moral, financial and other interests of such municipality or county.”

Thank you for your consideration.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Leisure Services

Date: 10/07/2016

Subject: Letter - regarding purchase of Promotional Items for advertisement purposes - Leisure Services - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, Purchasing Manager

Date: October 7, 2016

**Re: Request Permission to Purchase Promotional Items
Leisure Services Department**

The Leisure Services Department is requesting your permission to advertise as well as purchase promotional items at City sponsored events for FY2017. Events include but are not limited to Easter Egg Hunts, Sugarplum Saturday, Santa in the Harbor, Senior Events, Golf Course Events and the annual Boat show. The various types of items to be purchased could be sunglasses, floating key rings, candy, golfing items, food for teams at the Softball Classic and feeding military volunteers that miss their meal during an event. The total amount requested is NTE \$15,000.00.

Request City Council make a finding that the purchase of such promotional items be spread across the minutes in accordance with the following provision in the MS Code.

Miss. Code Ann. §17-3-3 (Rev. 2003) provides,

“Advertising pursuant to Section 17-3-1 shall include newspaper and magazine advertising and literature, publicity, expositions, public entertainment or other form of advertising or publicity, which in the judgment of such board or boards will be helpful toward advancing the moral, financial and other interests of such municipality or county.”

Thank you for your consideration.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Leisure Services

Date: 10/12/2016

Subject: Legal Notice - to request advertising for Gulfport Sportsplex Expansion, Phase "B" within 60 days.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, Purchasing Manager

Date: October 7, 2016

Re: Sportsplex Expansion – Project “B”
Department of Leisure Services

We are requesting your permission to advertise for Project “B” of the Gulfport Sportsplex Expansion which consists of the Fields and Buildings, construction of scoring tower, pavilion with concession stand and applicable sidewalks and underground utilities. The Department of Leisure Services anticipates having all bidding documents and specifications ready for publication within the next 60 days.

Thank you for your consideration.
