

**CITY OF BILOXI
AGENDA ITEM
FACT SHEET**

Item No.:

5 J

Council Meeting Date:

May 28, 2024

ITEM TITLE: RESOLUTION

INTRODUCED BY: Mayor Andrew "FoFo" Gilich

CONTACT PERSON: E. Michael Leonard, CAO

Peter Abide, City Attorney

SUMMARY EXPLANATION:

Resolution approving Memorandum of Understanding with Catholic Diocese of Biloxi regarding Mercy Cross Property

Resolution ☒

Ordinance ☐

Public Hearing ☐

Routine Agenda ☐

Exhibits for Review

Contract ☒

Minutes ☐

Plans/Maps ☐

Deed ☐

Lease ☐

Other (Specify): Exhibit A:Memorandum of Understanding

Submittal Authorization:

Council President ☐

Mayor ☒

STAFF RECOMMENDATION: Staff recommends approval

COUNCIL ACTION: Motion By: _____ Second By: _____

Vote:	Councilmember	Yes	No	AFR	ABST	Councilmember	Yes	No	AFR	ABST
	Lawrence	___	___	___	___	Tisdale	___	___	___	___
	Gines	___	___	___	___	Glavan	___	___	___	___
	Newman	___	___	___	___	Barrett	___	___	___	___
		___	___	___	___					

ACTION TAKEN:

052824ccon

Resolution No. _____

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING WITH CATHOLIC
DIOCESE OF BILOXI REGARDING MERCY CROSS PROPERTY

WHEREAS, the Catholic Diocese of Biloxi, Mississippi, (the “Diocese”) is the owner of certain real property with improvements referred to as the northern parcel located on the old Mercy Cross School campus (“campus”), having sold the southern parcel to the Harrison County Utility Authority on or about September 15, 2022;

WHEREAS, the Diocese has relocated Mercy Cross school but still owns the northern portion of the campus, including the ballfields, field house, gymnasium, and other sports related improvements;

WHEREAS, the City of Biloxi (the “City”) is supportive of efforts made by the Diocese to create a day center;

WHEREAS, it is appropriate that the City enter into the Memorandum of Understanding, the form of which is attached hereto as Exhibit “A,” with the Dioceses for the lease of the remaining Mercy Cross property, under the terms and conditions stated therein.

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

SECTION ONE: The findings, conclusions, and statements of fact contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein.

SECTION TWO: The Mayor is, on behalf of the City of Biloxi, authorized to accept, execute, and enter into the Memorandum of Understanding, in substantially the form as attached hereto as Exhibit “A,” with Catholic Diocese of Biloxi, Mississippi regarding the Mercy Cross property.

SECTION THREE: This resolution shall take effect and be in force from and after adoption.

COUNTY OF HARRISON
STATE OF MISSISSIPPI

MEMORANDUM OF UNDERSTANDING

Whereas, the CATHOLIC DIOCESE OF BILOXI, MISSISSIPPI, (the “Diocese”) is the owner of certain real property with improvements referred to as the northern parcel located on the old Mercy Cross School campus (“campus”), having sold the southern parcel to the Harrison County Utility Authority on or about September 15, 2022; and,

Whereas, the Diocese has relocated Mercy Cross school but still owns the northern portion of the campus (the “Diocese Property”), including the trailer, ballfields, field house, gymnasium, and other sports related improvements; and,

Whereas, the Diocese has repurposed its property to serve those in need, and the City supports these efforts; and

Whereas, the CITY OF BILOXI, MISSISSIPPI, (the “City”) has authority to enter in this Memorandum of Understanding pursuant to Miss. Code Ann. §21-19-65 and §21-19-1; and

NOW, THEREFORE, the Catholic Diocese of Biloxi, Mississippi, and the City of Biloxi, Mississippi, do hereby set forth the following provisions:

1. USE OF PROPERTY

a. The City hereby ratifies that the Diocese may continue to use the Diocese Property as a Place of Worship and otherwise as permitted under applicable zoning laws of the City of Biloxi, Harrison County, and the State of Mississippi, including all permitted uses under the RM-30 designation. The City recognizes that the Diocese Property is maintained and controlled by a religious body and is allowed accessory uses including administrative offices, classrooms, meeting rooms, cooking and eating facilities, and other authorized uses.

2. TERM AND TERMINATION

- a. The term of this Lease shall be for one (1) year from the effective date, and shall automatically renew for one (1) year terms (each a “Renewal Term”) unless this Agreement is terminated as provided for herein.
- b. Prior to the end of any term, either party may terminate this Memorandum of Understanding by giving written notice to the other party at least ninety (90) days prior to the termination date.

3. RESPONSIBILITIES OF THE CITY OF BILOXI AND THE DIOCESE OF BILOXI

The City agrees to be responsible for the following in reference to this MOU:

- a. Remain in communication with the Diocese and collaborate with the Diocese and other entities who may provide service(s) to the poor and homeless community;

- b. Provide dumpsters and dumpster and trash disposal to be located on the Harrison County Utility Authority ("HCUA") property adjacent to the Diocese Property;
- c. Provide portable toilettes and waste disposal to be located on the HCUA property adjacent to the Diocese Property;
- d. Pick up and remove debris piles on City and/or HCUA property;
- e. Work with HCUA to allow alternate pathways via Iroquois Street to eliminate foot traffic on Crusader Drive;
- f. Provide signage on City and HCUA property to advise no overnight camping is allowed;
- g. Provide normal police patrols for City and HCUA property; and
- h. Work with any private security company or entities providing security on the Diocese's property

The Diocese, as owner of the Diocese Property, has designated Catholic Charities of South Mississippi ("Manager") to be responsible for the following in reference to this MOU:

- a. Operate the Mercy Cross Center on the Diocese Property to serve those in our community who are in great need. Mercy Cross Center is a day shelter designed to provide basic needs support such as showers, laundry, mail services, clothing, and respite while also being a centralized service center, coordinating with social service providers and other helping entities to serve this most vulnerable population. The Mercy Cross Center and its partners will endeavor to offer a range of essential services to support individuals experiencing the need for a day shelter, including but not limited to: basic needs support, healthcare services, housing assistance, workforce training, educational opportunities, advocacy and legal aid, and substance abuse support. These services are designed to address immediate needs and empower individuals on their journey towards stability and self-sufficiency. The Mercy Cross Center is committed to making a positive impact in the lives of those who are without a home, supporting those in need, and ultimately decrease the number of individuals in our local community who are without housing. This is not a permanent residence for people, but a Day Center. This Day Center will enable persons in need to find healing and learn the skills they need to move to finding work and a more- permanent housing situation.
 - b. Maintain signs on the Diocese Property in an attempt to advise any persons, trespassers, squatters, invitees and/or licensees of any policies and procedures of charitable services and facilities located on the Diocese Property, and conditions of entry to the same.
 - c. Direct the homeless and hungry to the times and locations of service of meals, and any other charitable services offered on the Diocese Property.
 - d. Manager shall coordinate with other charitable services on the Diocese Property in providing services to the homeless and the needy, including with Loaves and Fishes, Inc. in providing meals to the homeless.
 - e. The Diocese of Biloxi will have Mass on the Diocese Property and other faith-based opportunities for the homeless and needy.
4. This Memorandum of Understanding supersedes all prior agreements between the City and the Diocese regarding the Diocese property.

SIGNATURE PAGE TO FOLLOW

EXECUTED THIS THE____day of_____, 2024.

CATHOLIC DIOCESE OF BILOXI

CITY OF BILOXI, MISSISSIPPI

By:_____
Bishop Louis F. Kihneman, III,
Trustee

By:_____
Mayor A. M. Gilich, Jr.

CATHOLIC CHARITIES OF SOUTH MISSISSIPPI

By:_____
Jennifer Williams, Director