



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, June 20, 2017

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 May 30 & June 7, 2017.

Planning / Code Enforcement

- 2 Appeal - of the Zoning Board of Adjustments denial of variance request for setbacks at 308 East Avenue zoned R-1-7.5 (Single Family): located north of 23rd Street, south of 25th Street, east of and adjacent to East Avenue, and west of Cypress Avenue - Case# 1704ZB037 - Ward 2.
- 3 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.

Resolutions / Recommendations / Requests

- 4 Resolution - by the Gulfport City Council commending Leisure Services Director David D'Aquila on his retirement and thanking him for his years of service to the City of Gulfport and for related purposes.

-
- 5 Resolution - approving Agreement with Alpha Media Broadcasting, LLC, with respect to use of space in and around Jones Park for the 2017 Gulfport Music Festival and authorizing the Mayor to execute the same.
 - 6 Resolution - approving Professional Services Agreement for video review and redaction services for the City of Gulfport and authorizing the Mayor to execute the same.
 - 7 Resolution - approving Construction Agreement with CSX Transportation, Inc. for construction of a six foot wide covered sidewalk under the railroad at Coffee Creek related to the Coffee Creek Drainage Improvements Project, and authorizing the Mayor to execute the same.
 - 8 Resolution - awarding Bid and Contract to DNA Underground, LLC, for the City of Gulfport Repair and Replacement Unit Project and authorizing the Mayor to execute and deliver any and all documents required to effectuate this award.
 - 9 Resolution - approving Amendment to License Agreement with 34th Street Wholistic (Community Garden) to reduce space covered by License Agreement and to assume responsibility for grounds maintenance and authorizing the Mayor to execute the same.
 - 10 Resolution - approving Change Order #1 to the contract with J.E. Borries, Inc., for the Lay-By Pier in the Bert Jones Yacht Basin Project and authorizing the Mayor to execute the same.
 - 11 Resolution - approving Certificate of Substantial Completion for the Lay-By Pier in the Bert Jones Yacht Basin Project and authorizing the Mayor to execute the same.
 - 12 Resolution - by the Gulfport City Council reconfirming Sections 1-38 and 1-39 of the Code of Ordinances for the City of Gulfport and authorizing compensation related to the same and for related purposes.
 - 13 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport Police Department and for related purposes.
 - 14 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at the 2017 inauguration of the Mayor and City Council and for related purposes.
 - 15 Resolution - authorizing an expenditure to Lamar Outdoor Advertising for advertisement of the 2017 Gulfport Harbor Lights Winter Festival and for related purposes.
 - 16 Recommendation - for renewal of License Agreement with ESRI providing GIS services for the City of Gulfport.

- 17 Recommendation - to accept the Proposal of Sideshow Props for services related to the 2017 Harbor Lights Winter Festival.
- 18 Request - for acceptance of Utility Partners, LLC Performance Report for Water & Sewer Maintenance and Streets & Drainage Maintenance Contract for FY 2016.
- 19 Request - for release of retainage to Utility Partners, LLC for performance of Water and Sewer Maintenance, and Streets and Drainage Maintenance Contract for FY 2016, also request for a special check.
- 20 Request - for acceptance of Canal Crossing - Phase VIII for water and sewer improvements only and start of the warranty period.
- 21 Request - by Police Department to submit grant application for FY 17 Cops Hiring Program for eight officers.
- 22 Request - for temporary street closure for the Gulfport Harbor Lights Christmas Parade scheduled for December 2, 2017.
- 23 Request - for temporary street closures along Highway 90 and 2nd Street for the annual American Heart Association Gulf Coast Heart Walk, to be held in Jones Park on September 30, 2017.
- 24 Request - for street closure for a portion of 15th Street on a temporary (but long term) basis on account and for duration of aquarium construction.
- 25 Request - to increase the petty cash/change fund by \$200 to enhance operations at the Harbor and fuel dock.

Budget Amendments / Docket of Claims

- 26 Budget Amendment #36 - transfer of funds within the Fire Department for the purchase of rescue equipment.
- 27 Budget Amendment #37 - budget funds received from the Harrison County School District through a grant for an Increase of police overtime budget.
- 28 Budget Amendment #38 - to transfer funds within the Police Department budget.
- 29 Budget Amendment to transfer funds within Streetscape Grant R-103-202-02-KCR to fund pre-development costs of new phase of Streetscape III.

- 30 Docket of Claims- to be approved through June 21, 2017.

Routine Agenda

- 31 Ratification - of certified General Election results held on June 6, 2017 - to be made a part of the minutes.
- 32 Associated Adjusters Check Register - payment of workers comp and general liability claims for the month ending May 31, 2017 - to be made a part of the minutes.
- 33 Year-to-Date Budget Reports - for the month ending May 31, 2017 - to be made a part of the minutes.
- 34 Privilege License Report - issued for the period of March 1-May 31, 2017 per Mississippi Code - to be made a part of the minutes.
- 35 Resolution - awarding bids for lot clean-ups and/or demolitions.
- 36 Letter - regarding bid awarded by Purchasing for 8" x 14" PVC Pipe for Inventory - Public Works Department - to be made a part of the minutes.
- 37 Letter - regarding bid awarded by Purchasing for compressor - Fire Department - to be made a part of the minutes.
- 38 Letter of Recommendation regarding Security Services for Jones Park.
- 39 Legal Notice - advertisement for proposals engineering services related to Highway 49 at 18th Street Drainage Project.
- 40 Legal Notice - advertisement for proposals for city-wide electrical services.

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

- **Ms. Mickey Woodcock**
- **Mrs. Margaret Harden**
- **Mrs. Rena Stewart**

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: 06/09/2017

Subject: Approval of minutes - for May 30 & June 7, 2017.

Recommendation:

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: May 30, 2017

Re: **Zoning Map Amendment 1704PC036**

Subject: Picou Enterprises Inc, property owner, requests to rezone the tax parcel 0809B-01-009.000 containing 4 acres from I-2 (Heavy Industry) to B-2 (General Business): located north of and adjacent to Interstate 10, south of E Cora Drive, east of and adjacent to Three Rivers Road, west of Outdoor Way, in Ward 5.

Planning Staff recommendation: To approve the request with conditions:

1. Submit a written, notarized statement acknowledging the Billboard will become non-conforming prior to the case being forwarded to City Council.
2. Must comply with all other rules and regulations.

Planning Commission recommendation: To Approve staff recommendation

Motion: Jones

Second: Hewes

KEITH WILLIAMS - Chairman
MICHAEL DANIELS – **Yea**
COLETTE TOWLES – **Absent**
VIRGINIA ADOLPH – **Yea**
CHARLIE HEWES – **Yea**
EVERETTE LADNER – **Absent**
BJ SELLERS – **Yea**
WM. PRINCE JONES – **Yea**
DOUG HANCOCK – **Yea**
MARTIN WARREN, JR – **Absent**
JOHN ANTHONY – **Yea**

Action: Motion was carried unanimously.

Speaking for the Petition: Greg Picou

Speaking against the Petition: Dan Adams

On April 27, 2017 the Planning Commission recommended approval of the above referenced case.

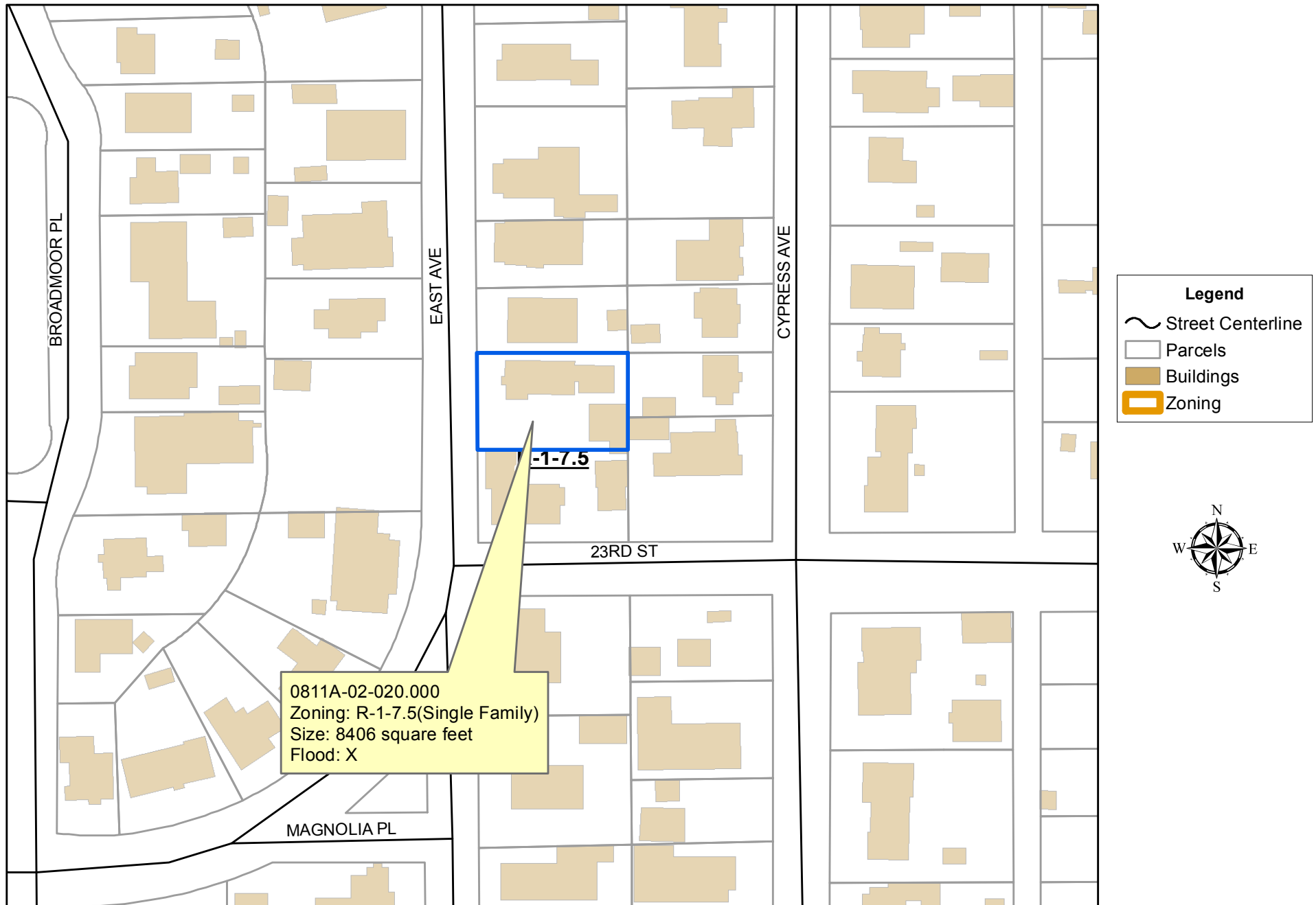
Please place the attached item on the Council agenda for June 07, 2017.

5/2/17

RECEIVED
5/2/17

To whom it May Concern,
I would like An Appeal for
The Denied Decision on 4/20/17.
As I do Believe we need more
Storage space Due to Not
Having a Backyard on our
Property at: 2308 East Ave
Gulfport, Ms. 39501

X Ronnie R. Arment 5/2/17
(owner) Ronnie R. Arment
X Toya McKnight 5/2/17
(Agent) Toya McKnight

**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.

STAFF REPORT (Variance)

GENERAL INFORMATION

Case File Number: 1704ZB037

Hearing Date: April 20, 2017

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

Proposal: Toya McKnight, agent for Ronnie R. Armant, property owner, request two variances; 1 a variance of 5 feet to allow for a 3foot side yard setback where 8 feet are required and, 2, a variance of 15 feet to allow a 10 foot front yard setback where 25 feet are required for the construction of two 10' x 14' storage sheds located at 2308 East Avenue on the tax parcel 0811A-02-020.000 zoned R17.5 (Single Family)

Location: North of 23rd Street, south of 25th Street, east of and adjacent to East Avenue, and west of Cypress Avenue, in Ward 2.

ANALYSIS

The applicant request two variances; first, a variance of 5 feet to allow for a 3-foot side yard setback where 8 feet are required and, second, a variance of 15 feet to allow a 10-foot front yard setback where 25 feet are required for the construction of two 10' x 14' storage sheds.

The applicant states that "property does not have a back yard due to existing structures that were built prior to the applicant purchasing the home." Square footage of the property is approximately 8,406 square feet. The accumulative square footage of all buildings on site to include the main structure with an addition in the back as well as a secondary structure on site is approximately 2,364 square feet. Therefore, the only usable area the applicant can place the shed would be the front yard of the property. Also, if the shed is set at the 25 foot front yard setback; the shed would take up needed parking spaces.

City of Gulfport Ordinance states that the maximum site coverage by all buildings shall be forty-five percent. With adding the two sheds; the applicant will still be in accordance to the city's building site coverage rules and regulations. Given these points, it is the staff recommendation to approve the applicant's request.

CONDITIONS BY DEPARTMENTS AND AGENCIES

Engineering: No conditions. Memo dated 04/05/2017.

Public Works: No conditions. Memo dated 04/05/2017.

Traffic and Safety: No conditions. Memo dated 04/05/2017.

Building Code Services: Building shall comply with all City Codes [and] Ordinances.
Memo dated 03/30/2017.

Police Department: No conditions. Memo dated 04/01/2017.

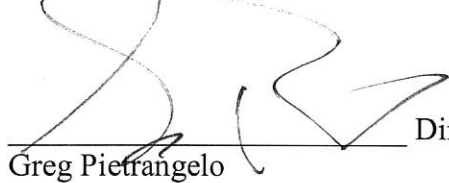
Fire Department: No conditions. Memo dated 04/05/2017.

RECOMMENDATION

The staff recommendation is to approve the applicant's request.

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

For Staff Use Only

APPLICATION FOR VARIANCE

Property Information

TAX PARCEL # 0811A-02-020.000

Case File #: _____

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

Address of Property Involved: 2308 East AveLot(s) 3,4,5, Block(s) 10, Subdivision Broadmoor Place

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

To Assemble (2) 10-ft x 14-ft
Arrow Galvanized Steel Storage Sheds, see
ATTACHED AD. 3ft where 8' are Required for Side Yard.
10ft where 25' are Required for Front Yard.

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

Ronnie R. Armant
Printed Name Of Owner

2308 East Ave
Mailing Address

Gulfport, Ms. 39501
City State Zip code

469-274-7184
Home Phone Work/Cell Phone

Ronnie R. Armant
Email

iamlivingbyfaith7@gmail.com
Signature Of Owner

Signature Of Owner

AGENT

Toya McKnight
Printed Name Of Agent

2308 East Ave
Mailing Address

Gulfport, Ms. 39501
City State Zip code

469-274-7184
Home Phone Work/Cell Phone

iamlivingbyfaith7@gmail.com
Email

Toya McKnight
Signature Of Agent

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.



Area Map

Printed 3/9/2017

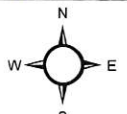
2310 EAST AVE

2308 EAST AVE

2300 EAST AVE

EAST AVE

28 FT LONG
10 FT WIDE
10 FT
5 FT



1 inch = 20 feet

- Addresspoints
- Minor/Residential
- WaterFeatures
- Parcels

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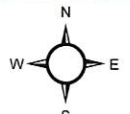
6- Questions / ANSWERS

- 1.) BECAUSE There Is No BACKYARD.
- 2.) Complaint ; when Home WAS Purchased It Didn't Have A BACKYARD.
- 3.) There Is Only A Side YARD Available For STORAGE Items Inside of A shed ; Most Other Properties have A BACKYARD With Enough space for A Storage Shed
- 4.) BECAUSE Im Unable To Place in Rear OF YARD.
- 5.) No —
- 6.) Yes Its About Right



Area Map

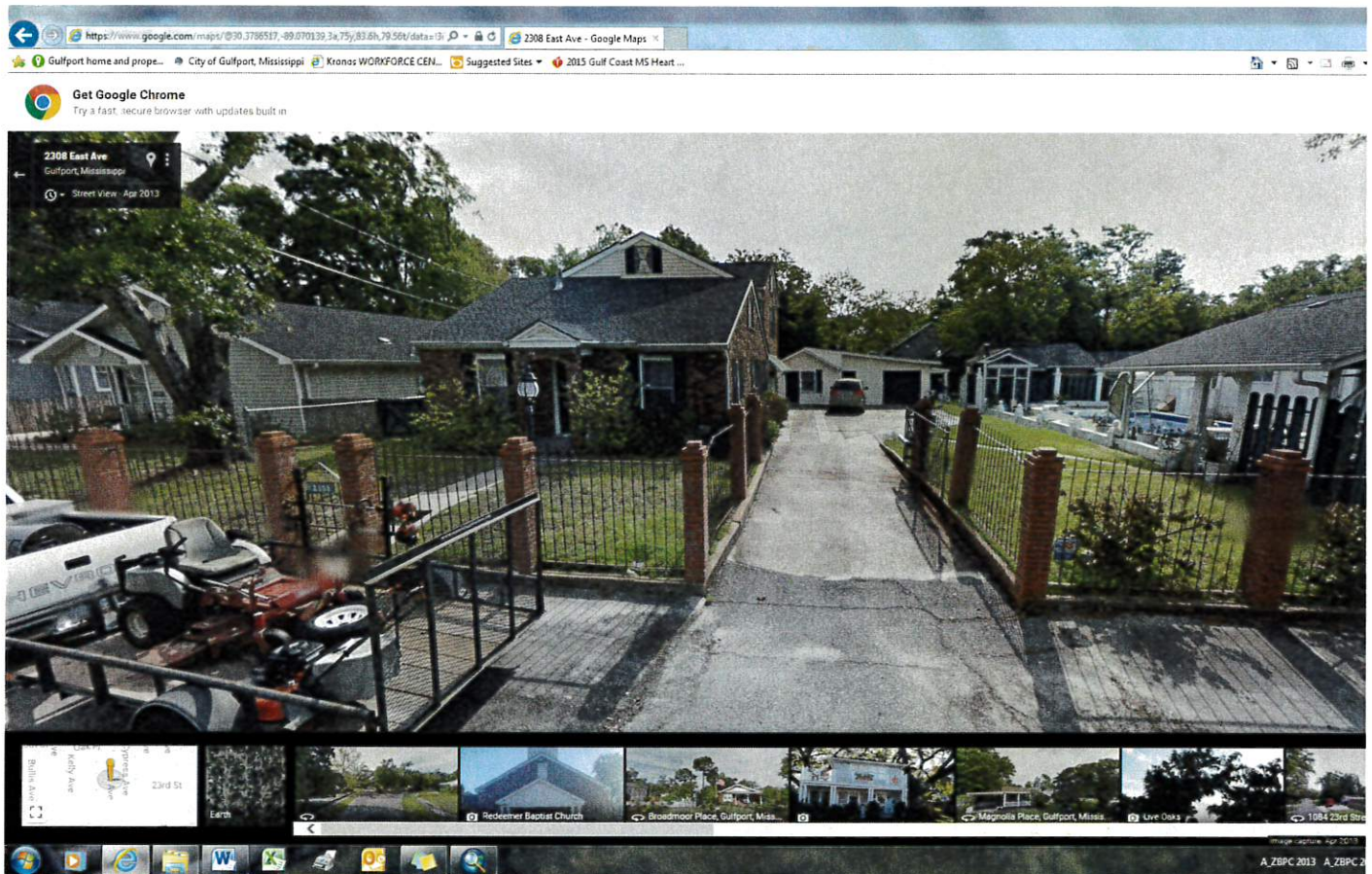
Printed 3/9/2017

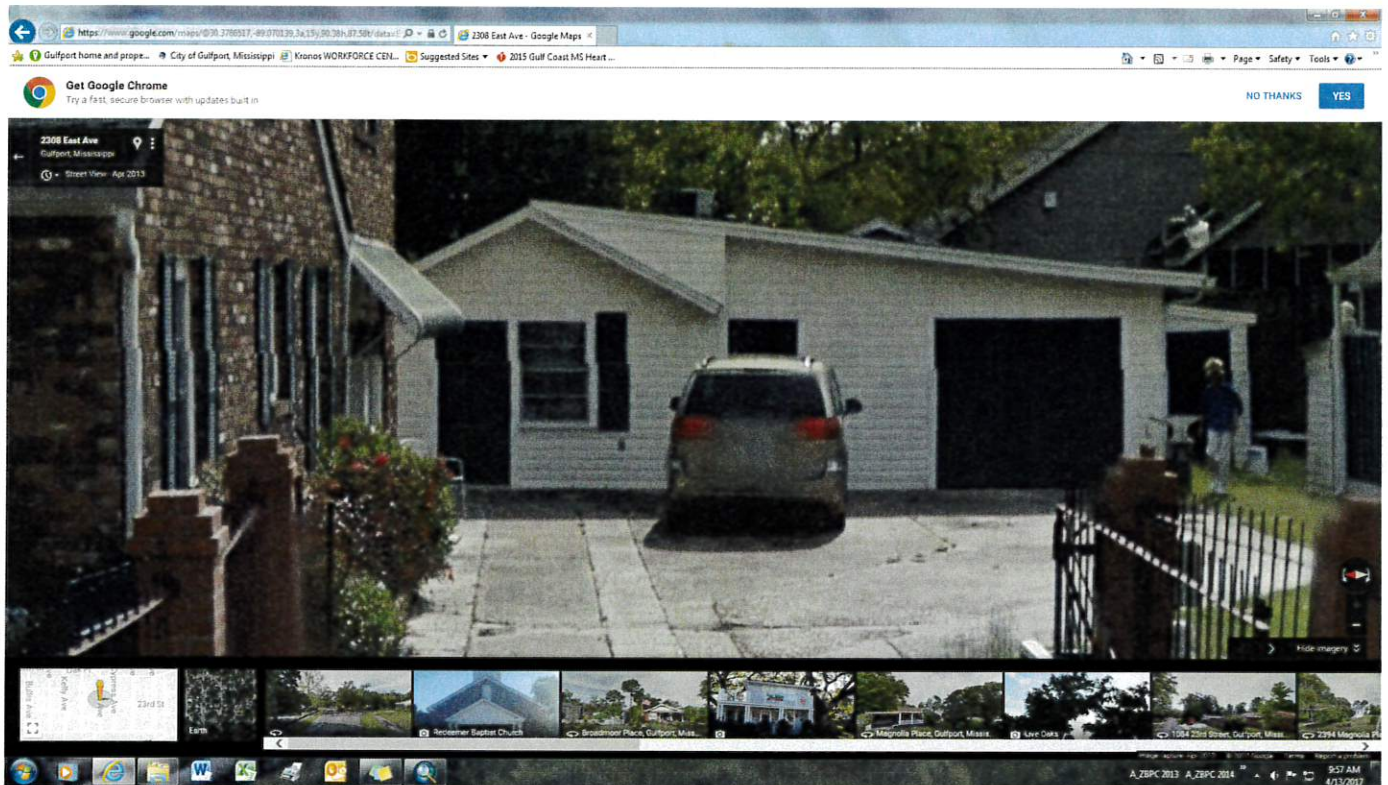


1 inch = 20 feet

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Matilda Welch

From: Shirley Kirk <pugalyx@cableone.net>
Sent: Thursday, April 20, 2017 12:00 PM
To: Matilda Welch
Subject: Re:Variance 1704ZB037

I, Peggy Boozer, property owner of 2230 East Avenue, strongly object to the request of the variance and construction of metal buildings on 2308 East Avenue, specified in your letter of March 31.

Sincerely,

Peggy Boozer

--



URBAN DEVELOPMENT
PLANNING DIVISION

March 31, 2017

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

Ronnie R. Armant
2308 East Avenue
Gulfport, MS 39501

Toya McKnight
2308 East Avenue
Gulfport, MS 39501

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

RE: Variance 1704ZB037: Toya McKnight, agent for Ronnie R. Armant, property owner, request two variances; 1 a variance of 5 feet to allow for a 3foot side yard setback where 8 feet are required and, 2, a variance of 15 feet to allow a 10 foot front yard setback where 25 feet are required for the construction of two 10' x 14' storage sheds located at 2308 East Avenue on the tax parcel 0811A-02-020.000 zoned R17.5 (Single Family); located north of 23rd Street, south of 25th Street, east of and adjacent to East Avenue, and west of Cypress Avenue, in Ward 2..

To Whom It May Concern:

The purpose of this letter is to inform you of the above referenced application. A map showing the general location of the property involved is on the back of this letter.

The City of Gulfport Zoning Board of Adjustments and Appeals will hold a public hearing to consider the above application at 3:00 P.M. on **Thursday, April 20, 2017** in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

As applicant, you and/or your agent are required to be present at the scheduled hearing. If you are unable to attend the hearing, contact the Planning Division to request a deferral until the next scheduled hearing. Failure to appear at the next hearing could result in denial of your request.

It is the option of an adjacent property owner whetlier or not to appear personally and/or speak for or against the request at the scheduled hearing. If you are unable to attend the public hearing you may submit your opinion in writing and request that it be read into the public record. If you desire, it is also your choice to be represented by an agent or attorney.

A copy of the filed application to be considered and subsequent decision letter, after the public hearing, will be available for public review at the office of the Department of Urban Development - Planning Division located at 1410 24th Ave in the Hardy building. You may also contract this office for details relating to this matter. Adjacent property owners will not be provided any further correspondence on the matter unless an appeal is filed but may, as stated above, contact this office for additional information.

Any interested party that may feel aggrieved by the decision of the Zoning Board of Adjustments and Appeals may confirm by filing a written notice of appeal on or before fifteen (15) calendar days from the date of the Zoning Board of Adjustments and Appeals hearing. The notice of appeal and reasons for objecting to the decision should be stated in writing and filed with the Department of Urban Development-Planning Division. This notice of appeal shall be forwarded as part of the record with the record and decision from the Planning Commission to the Mayor and City Council. The City Council shall make a final decision based upon the record as submitted. No new evidence may be presented at the meeting. A filing fee for an appeal will apply. Please contact the above listed office for further details on the appeal process.

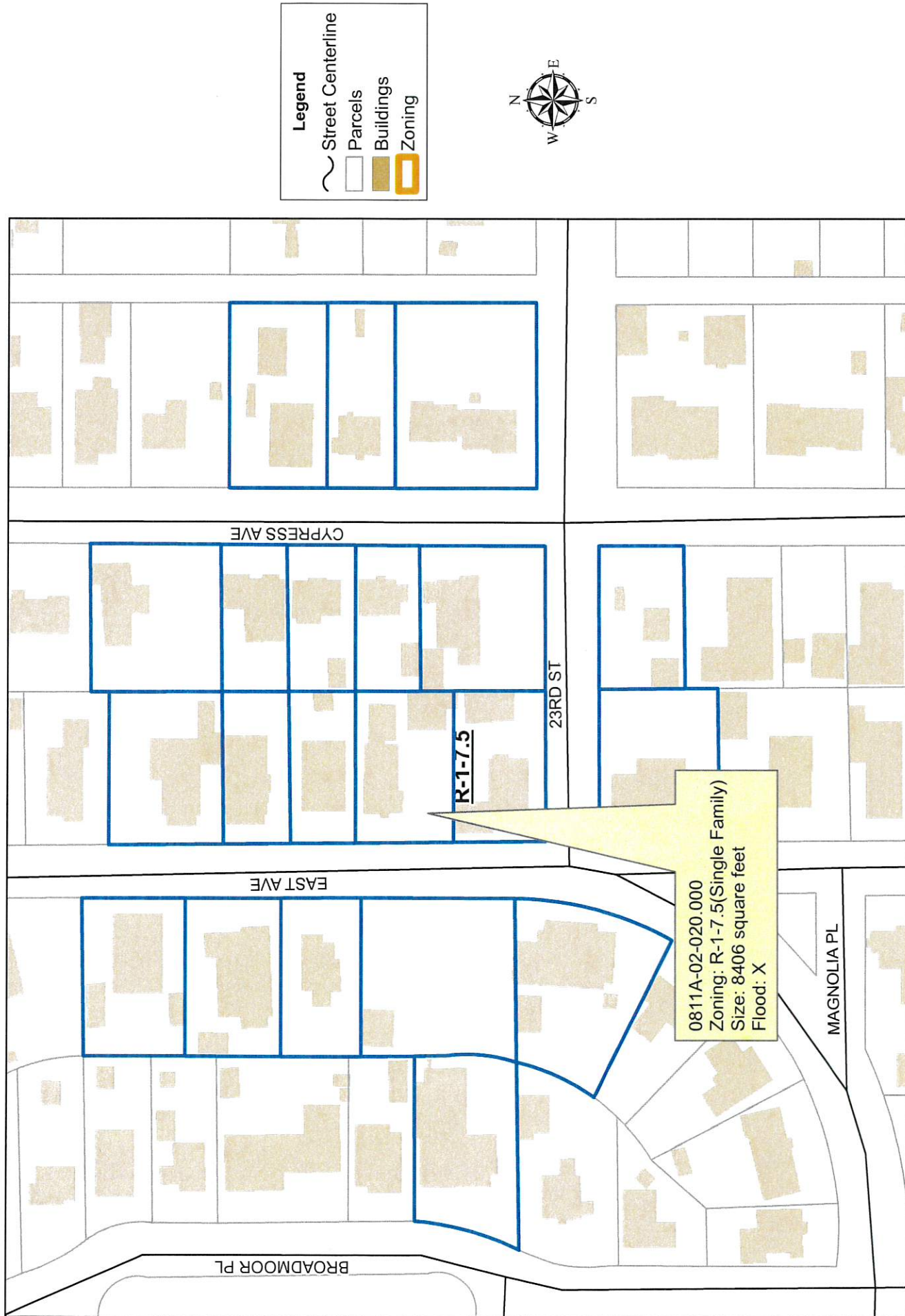
If you have any questions or comments, please contact this office.

Sincerely,


Matilda Welch
Planner I

cc: Agent, Adjacent Property Owners (You have been identified as owning property adjacent to this request)

PARCEL_ID	NAME	ADDRESS_1	CITY	STATE/ZIP
	RONNIE R. ARMANT (OWNER)	2308 EAST AVENUE	GULFPORT	MS 39501
	TOYA MCNIGHT (AGENT)	2308 EAST AVENUE	GULFPORT	MS 39501
ADJACENT PROPERTY OWNERS				
0811A-02-021.000	AFFORDABLE INVESTMENT PROPERTIES LL	3608 PARK BLVD	GULFPORT	MS 39501
0811A-02-020.001	ALLEN GORDON D JR TRUST	C/O JOSEPH HENRY ROS-TRUSTEE 2300 EAST AVE	GULFPORT	MS 39501
0811A-02-020.000	ARMANT RONNIE RENELL	310 S SINCLAIR AVE	KERENS	TX 75144
0811A-02-008.000	ARSAGA CARLA MARIA	2235 CYPRESS AVE	GULFPORT	MS 39501
0811A-02-004.000	BARNES PAUL ZANNOTH JR	2313 CYPRESS AVE	GULFPORT	MS 39501
0811A-02-019.000	BOOZER PEGGY W	2230 EAST AVE	GULFPORT	MS 39501
0811A-02-022.000	BULLOCK JOHN JOSEPH JR	2314 EAST AVE	GULFPORT	MS 39501
0811A-02-003.000	CLAY NORA JOY -L/E-	2401 CYPRESS AVE	GULFPORT	MS 39501
0811A-02-049.001	CULLUM CHRISTOPHER P & JULIE	2321 EAST AVE	GULFPORT	MS 39503
0911D-07-048.000	CULP GAIL L & HEATHER K	2316 CYPRESS AVE	GULFPORT	MS 39501
0811A-02-023.000	EDWARDS CLINTON T & ANN H	2320 EAST AVE	GULFPORT	MS 39501
0811A-02-006.000	HIGH CHERYL	15001 S SWAN RD	GULFPORT	MS 39503
0811A-02-048.000	LADNER RODNEY	2302 MAGNOLIA PLACE	GULFPORT	MS 39501
0811A-02-061.000	LOCKLEY TIMOTHY & YONEKO A	2310 BROADMOOR PL	GULFPORT	MS 39501
0811A-02-007.000	MCDONALD JOANNE	2301 CYPRESS AVE	GULFPORT	MS 39501
0811A-02-047.000	RODNEY MARY D -L/E-	2301 EAST AVE	GULFPORT	MS 39501
0911D-07-046.000	RUSHER HEATHER CULP & CHRISTOPHER J	2300 CYPRESS AVE	GULFPORT	MS 39501
0811A-02-005.000	SMITH ROBERT S	2311 CYPRESS AVE	GULFPORT	MS 39501
0811A-02-049.000	TUPY JOHN A & JACKSON KATHERINE A	2401 EAST AVENUE	GULFPORT	MS 39501
0811A-02-048.001	WEST EDWARD S & PATRICIA S	2319 EAST AVE	GULFPORT	MS 39501



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Proof of Publication

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Cruta Brackett who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a newspaper published in the city of Gulfport, in Harrison County, Mississippi, and the publication of the notice, a copy of which is hereto attached, has been made in said paper 1 times in the following numbers and on the following dates of such paper, viz:

Vol. 133 No., 184 dated 5 day of April, 2017

Vol. _____ No., _____ dated _____ day of _____, 20____

Vol. _____ No., _____ dated _____ day of _____, 20____

Vol. _____ No., _____ dated _____ day of _____, 20____

Vol. _____ No., _____ dated _____ day of _____, 20____

Vol. _____ No., _____ dated _____ day of _____, 20____

Vol. _____ No., _____ dated _____ day of _____, 20____

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

Cruta Brackett

Clerk

Sworn to and subscribed before me this 5 day of

April, A.D., 2017

Latisha Price

Notary Public

**LEGAL NOTICE
PUBLIC HEARING**
In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979, as amended, notice is hereby given advising that the Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 P.M., Thursday, April 20, 2017 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development Planning Division located on first floor of the William H. Hardy Building, 1410 24th Avenue.

1.
Variance 1701ZB001:
Kevin Taylor, agent for Nourishing Place, property owner, requests 2 variances to allow a gravel parking surface where hard surface parking is required and, 2, a variance of 17 parking spaces for a total of 26 where 43 are required for a church use on the tax parcels 0910M-02-038.000, 0910M-02-039.000, and 0910M-02-039.001 zoned R2 (Single Family); located north of and adjacent to Tennessee Street, south of Mississippi Street, east of Chicago Avenue, and west of Hewes Avenue, in Ward 3.

2.
Variance 1704ZB037:
Toya McKnight, agent for Ronnie R. Amant, property owner, request two variances 1 a variance of 5 feet to allow for a 3foot side yard setback where 8 feet are required and, 2, a variance of 15 feet to allow a 10 foot front yard setback where 25 feet are required for the construction of two 10' x 14' storage sheds located at 2308 East Avenue on the tax parcel 0811A-02-020.000 zoned R17.5 (Single Family); located north of 23rd Street, south of 25th Street, east of and adjacent to East Avenue, and west of Cypress Avenue, in Ward 2.

3.
Appeal Interpretation or Administration of the Zoning Ordinance 1704ZB041:
Kosta Vlahos, agent/attorney for Leslie Grandberry, Lisa Wesson, and James & Sandra Webb, appeals the decision of the Building Official to issue a building permit for a commercial building on the tax parcel 1010D-01-009.000 zoned B1 (Neighborhood Business); located north of and adjacent to Sundown Drive, south of W Taylor Road, east of Carl Leggett Road, and west of and adjacent to Lorraine Road, in Ward 4.

This the 30th day of March, 2017
A. Lee Palermo, Chairman
Zoning Board of Adjustment and Appeals
ADV5,1WED

1587979

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



1. CITY OF GULFPORT ZONING BOARD OF ADJUSTMENT AND APPEALS

2

3 1704ZB037

4

TRANSCRIPT OF HEARING

5

April 20, 2017

6

7

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT

ZONING

8

BOARD OF ADJUSTMENT AND APPEALS HELD IN THE CITY COUNCIL

9

CHAMBERS, GULFPORT, MISSISSIPPI, ON THE 20TH DAY OF APRIL

2017

10

COMMENCING AT 3:00 P.M. AND REPORTED BY

11

NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

12

13

COMMISSION MEMBERS PRESENT:

14

15

LESLIE NORTH, Acting Chairman

16

ROBERT PHARR, JR.

17

MARY ANN WIGINTON

JONATHAN MARSHALL (recused)

18

NATHAN BODDIE

19

20

STAFF PRESENT:

21

CORY LONG

22

MATILDA WELCH

23

SU-LIN BOLIN

24

25

N.J. SOROE, CSR #1297
P.O. Box 2102, Bay St. Louis, MS 39521
(228) 467-2199

1. 2. Variance 1704ZB037

2. MS. WELCH: Variance Case Number 1704ZB037 has

3. been duly and timely noticed as required by law. The
applicant

4. requests two variances. One, a variance of five feet to
allow

5. for a three foot side yard setback where eight feet are

6. required; and two, a variance of 15 feet to allow a ten
foot

7. front yard setback where 25 feet are required for
construction

8. of two 10 by 14 storage sheds located at 2308 East Avenue,

9. zoned R-1-7.5 single family located north of 23rd Street,
south

10. of 25th Street, east of and adjacent to East Avenue, and
west

11. of Cypress Avenue in Ward 2.

12. A copy of the packet considered is hereby

13. offered into the record.

14. MS. NORTH: Do we have anybody here for the

15. applicant?

16. MS. MCKNIGHT: I'm Toya McKnight on behalf of

17. Ronnie Armant. He has been in the Memorial Hospital for
the

18. past two weeks. He's a disabled veteran and been released

19. approximately 45 minutes ago.

20. Upon moving to our residence on approximately I

21. want to say July 2015, from the very first moment, when we

22. backed the U-Haul into our driveway, we have gotten persecuted
23. with numerous of complaints back to back and harassment.
24. I don't have my list with me because I came
25. directly from the hospital, and I just made it.

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1. So the first thing that was persecuted upon us
2. was the U-Haul truck that we had to back up into the driveway.
3. Someone called the police and said that it needed to move out
4. of the way.
5. The second thing, we have a full house generator
6. that was at the home before we moved into the home. And the
7. service technicians come out and tell us to run it to just
8. check on a few things as they pulled the maintenance and told
9. us that, you know, there were some things that needed to be
10. done. So we had a complaint on that.
11. We also had a complaint on one of our dogs that
12. was in the front of our yard by our bench that we had, not in
13. the front yard, it was the side yard, because we were still
14. moving things because we had just been moving there. Someone
15. called the pet -- I want to say the city with the pets. The
16. lady who came out, she said that she apologizes that she had to
17. come out because it's a shame that you live around neighbors
18. who aren't neighborly enough if they thought the pet was in
19. danger to knock on your door if they were so concerned about
20. their safety.

21. The next time was the complaint was the
22. harassment was two of our vehicles in the front of the yard
23. that we fully use, and someone complained and said that
they
24. are unoperable and they are very operable. The guy that
came
25. from Planning & Zoning that came out, he just turned
around, he

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1. was almost in disgust because he said I'm sorry, I don't even
2. know why I'm here, everything is in perfect condition. The
3. person not only said that, they said that we left tools outside
4. of our driveway where we were doing work on our vehicle,
5. serious engine work. The work that we were doing was changing
6. a tire. And they said tools were everywhere.
7. I called the -- I forgot his name -- I called
8. him to come see, and he saw that everything was false, and he
9. apologized again. Each time we're getting apologies because
10. we're being harassed.
11. We're not being told about anything or could you
12. come and be a neighbor and knock and say this or say that.
13. It's just complaint after complaint and harassment after
14. harassment.
15. MS. NORTH: But this is about --
16. MS. MCKNIGHT: Yes. And I just wanted to bring
17. -- yes. It's about the sheds. I just wanted to -- I was told
18. I could voice that, as well, as upon all of this is going on as
19. we're going through everything.
20. So the reason why the need for the sheds is
21. because we moved on the property, we have -- Mr. Armant is

22. disabled, and he does -- he has lots of tools and different
23. things where he does his workshop where it's not enough
space
24. to store it. So that's why we want to have him a nice
25. comfortable area to put all of his tools nice and neat and
have

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1. the area of the home looking nice and proper as it should be.
2. MS. NORTH: Does anybody have any questions?
3. MR. PHARR: Yes. You have a storage shed on the
4. property already?
5. MS. MCKNIGHT: It is a -- I want to say it is a
6. temporary storage unit. We're in the process of moving things
7. out of it, like a tent, to hold the items there until we just
8. move them out in storage or move them out to be able to put
9. them back once we can build what we were asking to be built.
10. MR. BODDIE: What's this white structure with
11. the garage door behind the house?
12. MS. MCKNIGHT: You're talking about part of the
13. garage? Are you speaking about that? Can I see it?
14. MR. BODDIE: Yeah. The structure behind the
15. property.
16. MS. MCKNIGHT: Okay. That's also -- it's like a
17. garage, and it looks like the previous owners were making it
18. like a little -- I want to say like started to be like a guest
19. area whatever. But we didn't want to use that for just to pack
20. storage in there. We'd like to continue on what the previous
21. owner had here and make it become whatever it appears to be

22. already and then use our variances that we're asking for as far
23. as the two units to store all of the garage tools and all the
24. access things that we would like to have there.
25. MR. PHARR: Are you saying that the second

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1. building that is there it seems to suggest that the
previous
2. owners were planning to use it for like a mother-in-law
3. quarters or something like that?
4. MS. MCKNIGHT: It looks like -- on the left
5. side, it looks like that. But on the right side, it's more
6. like a garage. But it looks that way. Yes, it does. It
7. appears that way. So we'd like to kind of keep it like
that.
8. And then on the other side, the little more extra garage
space
9. and then, I mean, whatever you all suggest. But that's
what we
10. are projecting and hoping that we get approved for.
11. MR. PHARR: Is there water, power, and so forth,
12. in this existing building now?
13. MS. MCKNIGHT: There is. That was all part of
14. the, you know, structure when we purchased the home.
15. MR. PHARR: When you purchased it?
16. MS. MCKNIGHT: Yes. All of that was there.
17. MR. BODDIE: Are you currently using the
18. existing garage?
19. MS. MCKNIGHT: Yes.
20. MR. BODDIE: To park a car?
21. MS. MCKNIGHT: Well, it's closed. You can't --
22. it's enclosed. And you can't put a car in it. It's been

- 23. enclosed. The part that was there in front, it was like a tin.
- 24. I don't know what it was. It was like a window that was coming
- 25. down. So we just fortified how it was, the structure that was

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1. there, just made it stronger and closed it up. But it was
2. nowhere where you could just lift up and drive in cars.
3. MR. BODDIE: So where is the issue in
4. converting, instead of adding additional structures to the
5. property, where is the issue in converting the nonoperable
6. garage to a storage?
7. MS. MCKNIGHT: It's not enough space for the
8. tools that we have or I want to say lawnmowers and
different
9. items that we have where we moved from. It's not enough of
10. space. And there would just be really jam packed, and
there's
11. not enough space. We want to make it not just be one part.
12. MR. BODDIE: Is the equipment for commercial
13. business as far as mowing other people's lawns?
14. MS. MCKNIGHT: Oh, no, that's not it at all.
15. It's just furniture, it's different things that we did not
want
16. in our home at the time that we had in storage, it's
household
17. items, anything that you have extra in your household and
18. garage. That's all it is.
19. MR. BODDIE: Gotcha. Okay.
20. MR. PHARR: And this is going to be -- you're
21. proposing to put that on a concrete slab?
22. MS. MCKNIGHT: Well, what I was told was that

- 23. partly of it is a strip of grass and like a part of it can go
- 24. into, I guess a few -- I don't know if it's a few inches or a
- 25. few feet. It kind of goes into concrete. But it's like part

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1. of the driveway, but half is grass I want to say, but it's not
2. much overlapping into the concrete portion, if that makes any
3. sense. I mean, the part that we're speaking about is -- here's
4. the fence here, and the grass is here. So what we're speaking
5. about is the shed being on the grass part. Now, if you happen
6. to touch a little part of the concrete, it will just be a small
7. tiny spot of the concrete, if that's what you're asking. It's
8. not a whole -- you're not covering up concrete and concrete and
9. just covering up everywhere to where you don't even have a
10. driveway any more, no.
11. (Several people speaking at one time.)
12. MS. NORTH: Let's hold the conversation between
13. us.
14. MS. MCKNIGHT: Yes, ma'am.
15. MS. NORTH: Any other questions?
16. Do we have anybody else to speak for the
17. petition?
18. Anybody to speak against the petition?
19. MR. ALLEN: Gordon Allen, 2300 East Avenue. My
20. family has been here since there was a Gulfport. We cut down

21. all those trees, we had a lumber mill, and made Gulfport.
22. That house that she lives in was my parents'.
23. Since they've moved in, it was a lovely story
24. she told, but since you've moved in, the first day there
were
25. already police reports because they had cars parked all out
in

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1. the road; the traffic was blocked. You couldn't get through.
2. We had to get the police to get in there and do it.
3. They tried to turn that into a rental property
4. because I think they bought out of their thing --
5. MS. NORTH: Mr. Allen --
6. MR. ALLEN: -- and they have -- I've already had
7. inspectors there. They were shut down because they were doing
8. illegal -- that's what they were doing is trying to build
9. rental property.
10. MS. NORTH: Mr. Allen. Mr. Allen, I want you to
11. hold your conversation to this particular issue.
12. MR. ALLEN: I have a verbal, and I'll have the
13. list of the addresses of many people in the neighborhood that
14. do not wish this to happen. Okay? And my attorney couldn't be
15. here because he's arguing in front of the Supreme Court today,
16. or he would have been here. That's why Jonathan had to go
17. because he sold this house that started all these things that
18. nobody is able to understand. It's tragic.
19. I got pictures of it. I would like to submit
20. them to you all and see if you want to live next door to
21. somebody with four 55-gallon drums of oil in their yard, a

22. Turkish tent, trailers laying against the building 12 feet
in

23. the air.

24. MS. NORTH: Okay. Mr. Allen, you're against

25. this --

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1. MR. ALLEN: You damn right I am.
2. MS. NORTH: -- for what reason?
3. MR. ALLEN;: For what reason? Because they want
4. to take what was my dad's work shed. All it was was a
room.
5. He had all of his equipment in it to make things. He liked
to
6. woodwork. They've already turned it into rental property.
7. When I sic'd the city on them the first time, there were
four
8. tents. When they hit, everybody ran. They ran. The tents
9. came down, everybody went because there were cops there.
There
10. were 26 bicycles in one of the tents. That's the kind of
shit
11. that's living next to me right now.
12. MS. NORTH: Please.
13. MR. ALLEN: I'm sorry for my language.
14. And I object to them building other things to
15. bring more people in because they couldn't afford what they
16. bought in the first place.
17. This is a single family dwelling neighborhood.
18. I have the original documents from this neighborhood. My
19. father was a councilman. Our family has served here. I
was a
20. cop here. We have all done our thing.
21. You cannot have multiple families living in our

22. neighborhood. It's that simple. And y'all need to go back
and
23. look at the original chart.
24. And I object to this. And my attorney will file
25. a suit against anything that has to do with that. And
that's

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1. all I have to say about this.

2. MS. NORTH: Thank you.

3. MR. ALLEN: Clean up the goddamn yard.

4. MS. NORTH: Is there anybody else to speak

5. against the petition?

6. Any questions?

7. MS. MCKNIGHT: No. But I would like to say he

8. called me a racial slur.

9. MR. PHARR: What? I didn't hear you.

10. MS. MCKNIGHT: He called me a racial slur. And

11. I don't know what he -- he mumbled it right here. This has

12. been going on forever. You don't even know we're there.

I'm

13. not defending myself.

14. MR. BODDIE: Time out. And I'm sorry, but if

15. you want to say something, please stand back up or sit back

up

16. at the table.

17. But may I remind everybody that we are not here

18. to settle disputes between neighbors.

19. MS. MCKNIGHT: I understand.

20. MR. BODDIE: We want everybody to live happily.

21. But that's not why we're here.

22. MS. MCKNIGHT: I don't have anything else to

23. speak upon except for what's at hand in front of you.

24. MR. BODDIE: Thank you.

25. MS. NORTH: Staff's recommendation.

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1. MS. WELCH: Staff recommendation is to approve
2. the applicant's request.
3. MS. NORTH: Did everybody also get a copy of the
4. e-mail?
5. Do we have a motion?
6. MR. BODDIE: I make a motion that we reject the
7. staff's recommendation and deny the request.
8. MS. NORTH: I have a motion to deny the request.
9. MR. PHARR: I second.
10. MS. NORTH: I have a second.
11. MR. PHARR: I think it's too much building going
12. on there.
13. MS. NORTH: All in favor. It's unanimous. We
14. have ruled to deny the request.
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1. CITY OF GULFPORT ZONING BOARD OF ADJUSTMENT AND APPEALS

2

3 1704ZB037

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 Zoning Board of Adjustment and Appeals and that
the

12 foregoing 12 pages constitute a true and correct
transcription

13 of said hearings held on the 20th day of April 2017.

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 3rd day of May
2017.

19

20

21

22

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

23

24

25

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Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 06/09/2017

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: June 9, 2017

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 20th day of June, 2017.

Please place the attached item on the Council agenda for June 20, 2017.

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: June 9, 2017

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 20th day of June, 2017, to the City Council:

WARD 1

- Parcel 1: 0711K-03-034.000. Lots 27-29 Inc., Blk. 3, Ridgewood – 1207 Joseph Avenue. Board up and secure all openings. Cut and clean grounds and remove all trash and debris from site. (Wentzell)
- Parcel 2: 0711K-01-050.000. Lots 15, Owen Homes Subd. – 1426 Genevieve Drive. Cut and clean grounds and remove all trash and debris from site. (Keene Living Trust & Stuart)
- Parcel 3: 0711H-05-058.000. Lots 1-2 & N 26 Ft. of Lot 3, Blk. 12, Resurvey of Southmoor Heights Subd. – 1717 41st Avenue. Cut and clean grounds and remove all trash and debris from site. (Forrest Holdings Inc.)
- Parcel 4: 0711H-05-017.000. Lots 29-30 & N 16 2/3 Ft. of Lot 28, Blk. 11, Woodlawn - 1917 39th Avenue. Cut and clean grounds and remove all trash and debris from site. (Hooker Est.)
- Parcel 5: 0711H-02-008.000. Lots 5-7 Less W 16.5 Ft., Blk. 16, Sea View Add. – 3405 19th Street. Cut and clean grounds and remove all trash and debris from site. (Jackson)
- Parcel 6: 0710I-04-025.000. Lot 106, Villa Del Rey Subd. – 3514 Bonita Drive. Cut and clean grounds and remove all trash and debris from site. (Boose)
- Parcel 7: 0710I-04-078.000. Lot 120, Villa Del Rey Subd. – 3513 Bonita Drive. Cut and clean grounds and remove all trash and debris from site. (Griffith)
- Parcel 8: 0811E-03-017.000. Lots 11-12, Blk. 119, Original Gulfport – 1801 32nd Avenue. Cut and clean grounds and remove all trash and debris from site. (Kirschenheuter Est.)

WARD 2

- Parcel 9: 0711I-02-009.000. Lots 8-9, Blk. 1, Hungerford Add. – 3418 12th Street. Remove all trash and debris to a proper disposal site. (Pulliam Est.)
- Parcel 10: 0711P-03-038.000. Lots 6-10, Blk. 3, New Beach Add. - 580 42nd Avenue. Cut and clean grounds and remove all trash and debris from site. (CLS Investments LLC)
- Parcel 11: 0711P-03-037.000. Lot 5, Blk. 3, New Beach Add. – 4105 Finley Street. Cut and clean grounds and remove all trash and debris from site. (Templeton)
- Parcel 12: 0811H-05-049.000. Lots 4-5, Blk. 10, Soria City – 1334 Railroad Street. Cut and clean grounds and remove all trash and debris from site. (Boose)
- Parcel 13: 0811H-01-022.000. Lots 5-7, Blk. 10, East Gulfport – 1227 19th Street. Cut and clean grounds and remove all trash and debris from site. (Rogers)
- Parcel 14: 0811A-05-046.000. Lot 14, Blk. 18, Broad Acres – 2512 13th Avenue. Cut and clean grounds and remove all trash and debris from site.

- (Dennis)
- Parcel 15: 0910M-03-039.000. Lots 18-24 Inc., Blk. 18, Myrtle Resurvey – 2902 6th Avenue. Cut and clean grounds and remove all trash and debris from site. (Jarrell)
- Parcel 16: 0911B-02-023.000. 17th Street. Cut and clean grounds and remove all trash and debris from site. (Seaside Condo.)
- Parcel 17: 1010O-01-008.000. Lot 17, Blk. 4, Great Southern Gold Estates Unit #1 – 2417 Collins Blvd. Treat pool with an approved larvacide. Cut and clean grounds and remove all trash and debris from site. (Springer)
- Parcel 18: 1011D-03-051.000. 855 Martin Avenue. Cut and clean grounds and remove all trash and debris from site. (Smith)
- Parcel 19: 1010K-01-001.010. Lot 3, Southern Oaks Gulfport Subd. – Southern Oaks Circle. Cut and clean grounds and remove all trash and debris from site. (Sumrall)

WARD 3

- Parcel 20: 0810N-01-037.000. Lot 19-20, Blk. 28, Standard Land #2 – 2117 32nd Street. Cut and clean grounds and remove all trash and debris from site. (Walker)
- Parcel 21: 0810N-01-036.000. Lots 21-22, Blk. 28, Standard Land #2 – 2119 32nd Street. Cut and clean grounds and remove all trash and debris from site. (Walker)
- Parcel 22: 0811G-04-032.000. Alley. Cut and clean grounds and remove all trash and debris from site. (State Sale #44)
- Parcel 23: 0811G-04-024.000. Lots 7-8, Blk. 21, Soria City - 1630 20th Street. Cut and clean grounds and remove all trash and debris from site. (Burke)

WARD 4

- Parcel 24: 0910J-02-003.000. 27 Pass Road. Cut and clean grounds and remove all trash and debris from site. (Williams Invest. Inc.)

WARD 6

- Parcel 25: 0808H-03-038.000. Lot 300, Olivet Subd. 1st Add. – 201 Tandy Drive. Cut and clean grounds and remove all trash and debris from site. (La Casa LLC)
- Parcel 26: 0808A-02-005.000. 14097 Mays Road. Cut and clean grounds and remove all trash and debris from site. (Dollins L/E)
- Parcel 27: 1007M-02-013.000. Lot 4, Blk. 4, Rolling Acres Subd. – 13098 Mock Street. Cut and clean grounds and remove all trash and debris from site. (Wilson)

WARD 7

- Parcel 28: 0707H-03-043.000. 2 Heatherwood Drive. Cut and clean grounds and remove all trash and debris from site. (Sandusky)
- Parcel 29: 0708A-01-004.000. 16170 Phiifer Lane. Cut and clean grounds and remove all trash and debris from site. (Smallwood)
- Parcel 30: 0708A-01-004.001. Phiifer Lane. Cut and clean grounds and remove all trash and debris from site. (Smallwood)
- Parcel 31: 0708H-03-146.000. Lot 33, Crestview Subd. 1st Add. – 16206 Crestview Drive. Cut and clean grounds and remove all trash and debris from site. (Willis)
- Parcel 32: 0808K-03-116.000. 15174 Dedeaux Road. Cut and clean grounds and remove all trash and debris from site. (Buntyn Prop. LLC)
- Parcel 33: 0808K-03-133.009. Lot 7, Northwood Hills South Phase 1 – Concorde Drive. Cut and clean grounds and remove all trash and debris from site. (Hill)
- Parcel 34: 0808B-02-054.000. Lot 42, Briarwood South Subd. – 14432 Karen Court. Cut and clean grounds and remove all trash and debris from site. (Willis)
- Parcel 35: 0808B-02-020.000. Lot 4, Briarwood South Subd. – 14451 Mays Road. Cut and clean grounds and remove all trash and debris from site. (Nord)

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 20th day of June, 2017, the following Resolution:

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

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

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

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

- Parcel 1: 0711K-03-034.000. Lots 27-29 Inc., Blk. 3, Ridgewood – 1207 Joseph Avenue. Board up and secure all openings. Cut and clean grounds and remove all trash and debris from site. (Wentzell)
- Parcel 2: 0711K-01-050.000. Lots 15, Owen Homes Subd. – 1426 Genevieve Drive. Cut and clean grounds and remove all trash and debris from site. (Keene Living Trust & Stuart)
- Parcel 3: 0711H-05-058.000. Lots 1-2 & N 26 Ft. of Lot 3, Blk. 12, Resurvey of Southmoor Heights Subd. – 1717 41st Avenue. Cut and clean grounds and remove all trash and debris from site. (Forrest Holdings Inc.)
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- Parcel 12: 0811H-05-049.000. Lots 4-5, Blk. 10, Soria City – 1334 Railroad Street. Cut and clean grounds and remove all trash and debris from site. (Boose)
- Parcel 13: 0811H-01-022.000. Lots 5-7, Blk. 10, East Gulfport – 1227 19th Street. Cut and clean grounds and remove all trash and debris from site. (Rogers)
- Parcel 14: 0811A-05-046.000. Lot 14, Blk. 18, Broad Acres – 2512 13th Avenue. Cut and clean grounds and remove all trash and debris from site. (Dennis)
- Parcel 15: 0910M-03-039.000. Lots 18-24 Inc., Blk. 18, Myrtle Resurvey – 2902 6th Avenue. Cut and clean grounds and remove all trash and debris from site. (Jarrell)
- Parcel 16: 0911B-02-023.000. 17th Street. Cut and clean grounds and remove all trash and debris from site. (Seaside Condo.)
- Parcel 17: 1010O-01-008.000. Lot 17, Blk. 4, Great Southern Gold Estates Unit #1 – 2417 Collins Blvd. Treat pool with an approved larvacide. Cut and clean grounds and remove all trash and debris from site. (Springer)
- Parcel 18: 1011D-03-051.000. 855 Martin Avenue. Cut and clean grounds and remove all trash and debris from site. (Smith)
- Parcel 19: 1010K-01-001.010. Lot 3, Southern Oaks Gulfport Subd. – Southern Oaks Circle. Cut and clean grounds and remove all trash and debris from site. (Sumrall)
- Parcel 20: 0810N-01-037.000. Lot 19-20, Blk. 28, Standard Land #2 – 2117 32nd Street. Cut and clean grounds and remove all trash and debris from site. (Walker)
- Parcel 21: 0810N-01-036.000. Lots 21-22, Blk. 28, Standard Land #2 – 2119 32nd Street. Cut and clean grounds and remove all trash and debris from site. (Walker)
- Parcel 22: 0811G-04-032.000. Alley. Cut and clean grounds and remove all trash and debris from site. (State Sale #44)
- Parcel 23: 0811G-04-024.000. Lots 7-8, Blk. 21, Soria City - 1630 20th Street. Cut and clean grounds and remove all trash and debris from site. (Burke)
- Parcel 24: 0910J-02-003.000. 27 Pass Road. Cut and clean grounds and remove all trash and debris from site. (Williams Invest. Inc.)
- Parcel 25: 0808H-03-038.000. Lot 300, Olivet Subd. 1st Add. – 201 Tandy Drive. Cut and clean grounds and remove all trash and debris from site. (La Casa LLC)
- Parcel 26: 0808A-02-005.000. 14097 Mays Road. Cut and clean grounds and remove all trash and debris from site. (Dollins L/E)
- Parcel 27: 1007M-02-013.000. Lot 4, Blk. 4, Rolling Acres Subd. – 13098 Mock Street. Cut and clean grounds and remove all trash and debris from site. (Wilson)
- Parcel 28: 0707H-03-043.000. 2 Heatherwood Drive. Cut and clean grounds and remove all trash and debris from site. (Sandusky)
- Parcel 29: 0708A-01-004.000. 16170 Phifer Lane. Cut and clean grounds and remove all trash and debris from site. (Smallwood)

- Parcel 30: 0708A-01-004.001. Phifer Lane. Cut and clean grounds and remove all trash and debris from site. (Smallwood)
- Parcel 31: 0708H-03-146.000. Lot 33, Crestview Subd. 1st Add. – 16206 Crestview Drive. Cut and clean grounds and remove all trash and debris from site. (Willis)
- Parcel 32: 0808K-03-116.000. 15174 Dedeaux Road. Cut and clean grounds and remove all trash and debris from site. (Buntyn Prop. LLC)
- Parcel 33: 0808K-03-133.009. Lot 7, Northwood Hills South Phase 1 – Concorde Drive. Cut and clean grounds and remove all trash and debris from site. (Hill)
- Parcel 34: 0808B-02-054.000. Lot 42, Briarwood South Subd. – 14432 Karen Court. Cut and clean grounds and remove all trash and debris from site. (Willis)
- Parcel 35: 0808B-02-020.000. Lot 4, Briarwood South Subd. – 14451 Mays Road. Cut and clean grounds and remove all trash and debris from site. (Nord)

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 _____, 2017.

(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 _____, 2017.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

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

Date: 06/15/2017

Subject: Resolution - by the Gulfport City Council commending Leisure Services Director David D'Aquila on his retirement and thanking him for his years of service to the City of Gulfport and for related purposes.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Administration

Date: 06/14/2017

Subject: Resolution - approving Agreement with Alpha Media Broadcasting, LLC, with respect to use of space in and around Jones Park for the 2017 Gulfport Music Festival 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 _____, 2017, the following Resolution:

A RESOLUTION TO APPROVE AGREEMENT WITH ALPHA MEDIA BROADCASTING, LLC, WITH RESPECT TO USE OF SPACE IN AND AROUND JONES PARK FOR THE 2017 GULFPORT MUSIC FESTIVAL, TO AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to enter into a Use Agreement with Alpha Media, LLC, pursuant to which the City allows use of Jones Park and certain specified surrounding areas by Alpha Media, LLC, for the 2017 Gulfport Music Festival; and

WHEREAS, it is the opinion of the City Council that allowing use of Jones Park and certain specified surrounding areas by Alpha Media for such a music festival will provide a significant economic boost to the City of Gulfport and it's downtown business owners; and

WHEREAS, a proposed Agreement outlining the duties and responsibilities of the City of Gulfport and Alpha Media, LLC, has been prepared and is attached hereto as Exhibit "A" for your consideration.

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

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

SECTION 2. That the proposed Agreement between the City of Gulfport and Alpha Media, LLC, be and the same is hereby approved in substantially the form as is found in Exhibit “A” to this resolution, and the Mayor is, hereby, authorized to execute the said Agreement.

SECTION 3 . That this Resolution shall be in effect 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 _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2017.

MAYOR

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND ALPHA MEDIA, LLC, FOR USE OF THE REQUESTED FACILITIES
LOCATED IN AND/OR NEAR THE CITY OF GULFPORT'S JONES PARK**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2017, by and between the City of Gulfport, Mississippi (hereinafter called OWNER), a municipal corporation formed and existing pursuant to the laws of the State of Mississippi, and Alpha Media, LLC (hereinafter called TENANT), a foreign corporation registered to do business in the State of Mississippi, for the use of the facilities located in and/or near the City of Gulfport's Jones Park as more fully identified in TENANT'S Special Event Permit Application which is attached hereto as Exhibit "A" (hereinafter, "REQUESTED FACILITIES"), pursuant to the terms and conditions and under the authority hereinafter set forth:

IT IS HEREBY AGREED:

1. **SCOPE OF AGREEMENT:** OWNER shall permit TENANT exclusive use of the REQUESTED FACILITIES for the date/s set forth in the Special Event Permit Application only and solely for the EVENT (hereinafter, the "EVENT") noted in the Special Event Permit Application and further in accord with the terms and conditions contained herein. Should TENANT expand or change, in any way, the scope of the EVENT without first obtaining the written approval of OWNER, said expansion or change shall constitute a default under this Agreement and shall be ground for immediate termination of the EVENT by OWNER.
2. **CONSIDERATION.** As consideration for OWNER'S agreement to allow TENANT to have exclusive use of the REQUESTED FACILITIES, TENANT shall pay to OWNER and OWNER agrees to accept from TENANT the sum total of FOURTEEN THOUSAND AND NO/100 (\$14,000.00) DOLLARS, payable in full (less the deposit amount provided for elsewhere herein) thirty (30) days prior to the start of the EVENT.
3. **GENERAL PROVISIONS:**
 - a. **SET UP/BREAK DOWN:** included in the consideration set forth is one day for set up in advance of the EVENT and one day for break down immediately following the EVENT. It is understood that the City reserves the right, solely at its discretion, to make an additional charge should additional time be required for set up and/or break down.
 - b. **SECURITY:** TENANT shall be responsible for all security arrangements and payments with respect to the EVENT. At least 35 days prior to the EVENT, TENANT shall consult with the OWNER concerning OWNER'S requirements as to security. Where a

security company is engaged by TENANT to provide EVENT security, the security company must be licensed, bonded, and insured. In all cases, TENANT shall provide a detailed security plan to the Gulfport Police Department for review and approval 30 days prior to the EVENT. Failure of TENANT to provide security as required by OWNER shall constitute a default under this Agreement.

- c. FURNISHINGS/EQUIPMENT: TENANT shall be responsible for making all arrangements and payments regarding any/all furnishings and equipment (i.e., tables, chairs, risers, stages, etc) that TENANT requires for the EVENT. Notwithstanding, OWNER shall, as a part of the consideration set forth above, erect fencing and windscreen as agreed to by the OWNER and TENANT.
- d. LITTER CONTROL: OWNER shall be responsible for any and all trash/litter/garbage clean up in and around the REQUESTED FACILITIES and the grounds and parking surrounding the same, to include the area where restrooms are located. OWNER shall provided 55 gallon drums for litter control.
- e. RESTROOM FACILITIES: TENANT shall be responsible for making all arrangements regarding restroom facilities to be used for the EVENT. At least 30 days prior to the EVENT, TENANT shall consult with the OWNER concerning OWNER'S requirements as to restroom facilities. Failure of TENANT to provide restroom facilities as required by OWNER shall constitute a default under this Agreement.
- f. SPECIAL EVENTS OR HAZARDS: Lessee shall furnish, with the Special Event Permit Application, a list of all EVENTS or activities to be staged at the REQUESTED FACILITIES, or otherwise sponsored as part of the EVENT. No special EVENTS or activities shall be held in connection with the EVENT that are excluded from TENANT'S liability insurance coverage, unless a separate policy is furnished for the excluded activities naming the OWNER as an additional named insured and fulfilling the same requirements and liability limits as specified elsewhere herein. Holding of any such activities excluded from the coverage and not specifically approved by the City for the EVENT shall constitute a default under this Agreement and shall be ground for immediate termination of the EVENT by the City of Gulfport. OWNER shall have the right to refuse to allow any special activity deemed by the OWNER to be extra hazardous in nature. The City shall further have the right to require, as a condition precedent to the holding of meeting all other requirements herein, that additional insurance (increased coverage) be furnished to cover the EVENT or activity.

- g. COMPLIANCE WITH PARK RULES/ POLICIES GOVERNING EVENTS IN JONES PARK AND/OR APPLICABLE ORDINANCES, STATUTES, LAWS, RULES AND REGULATIONS: TENANT shall ensure that, in all instances, any and all applicable Park Rules/Policies which govern the use of Jones Park and/or structures found in or near Jones Park are followed by TENANT, it's agents, representatives, contractors, vendors and any other persons assisting or otherwise working with or for TENANT with respect to the EVENT. A copy of applicable Park Rules/Policies shall be attached to this Agreement as Exhibit "B". Failure to follow the applicable Park Rules/Policies shall constitute a default under this Agreement and the OWNER is authorized to shut down the EVENT if TENANT defaults under this paragraph. OWNER ASSUMES NO RESPONSIBILITY FOR ANY DAMAGES OR COSTS ASSOCIATED WITH AN EVENT SHUT DOWN UNDER THIS PARAGRAPH. Further, TENANT shall comply with all applicable municipal ordinances, including, but not limited to, OWNER'S "Noise Ordinance" (Section 7-10 of the City of Gulfport Code of Ordinances) as well as any other applicable law, statute or regulation, and obtain any permits and/or licenses as may be require for the EVENT by any applicable ordinance, law, statute, regulation, rule or policy.
- h. LIVE MUSIC PERFORMANCES: If TENANT intends to offer a live musical performance as a part of the EVENT, then TENANT must make that intent known with a printed list of those acts / performers on the Special Event Permit Application or, if the live musical performance is planned after this Contract is executed, then TENANT must submit a written request for such performance to the City of Gulfport for the live musical performance at least thirty (30) days prior to the EVENT. Failure to include a request in the Special Event Permit Application or to make request therefor at least thirty (30) days prior to the EVENT may result in the request for a live musical performance being denied. The parties agree that the noise level created by the amplified music shall not exceed 110 dB as measured at the back edge of the EVENT area. OWNER reserves the right to assess a charge, in an amount not to exceed \$1000, on tenant, in addition to the charges set forth herein, in the event a live musical performance extends more than fifteen (15) minutes beyond the time set forth in Exhibit "A" as the closing time for live musical performance.
- i. VENDORS: Only authorized vendors are permitted to participate in the EVENT. A list of vendors shall be submitted by TENANT at least 30 days prior to the EVENT for

review and approval by the City. Additional vendors may be added within thirty (30) days of the EVENT at the sole discretion of the OWNER.

- j. ALCOHOL: Where TENANT proposes to serve or permit the consumption of alcoholic beverages as a part of the EVENT, TENANT agrees to comply with all applicable municipal ordinances and state and federal laws regarding the sale/service of alcoholic beverages. Further, TENANT assumes all liability related to the sale/service of the alcoholic beverages and agrees to fully indemnify and hold the City of Gulfport harmless with respect to any claims, demands, damages, losses or expenses in any way related to the sale or service of alcoholic beverages at the EVENT.
 - k. WIRELESS FIDELITY (WIFI) SERVICE: It is understood that OWNER shall not be responsible for ensuring that WiFi access/service is available for and/or during the EVENT. Should TENANT desire to provide WiFi access/service for and/or during the EVENT, TENANT shall be solely responsible for securing the same. TENANT understands that OWNER has no obligation to provide WiFi access/service for or during the EVENT. Further, TENANT understands that existing WiFi access/service in and around Jones Park will not be available during the event and that the presence of such access/service in Jones Park at times other than the EVENT does not ensure or guarantee that such access/service will be available during the event.
- 4. CONTRACT DOCUMENTS. The Contract Documents which comprise the entire agreement between OWNER and TENANT, consist of this Agreement and the Special Event Permit Application (including any attachments thereto). There are no Contract Documents other than those listed or incorporation herein. No prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto.
 - 5. TERM. The term of this Agreement shall be for the EVENT dates specified in the Special Event Permit Application, including dates for set up and breakdown.
 - 6. EVENT DEPOSIT. Fifty percent (50%) of the consideration set forth herein shall be paid by TENANT to OWNER at the time the Special Event Permit Application is submitted.
 - 7. DAMAGE DEPOSIT: Where it is anticipated that the EVENT will require large equipment (i.e., stage, vendor stands, trailers, vehicles, and the like) load in/out at/on the REQUESTED FACILITIES, a refundable deposit of \$5,000 shall be made by TENANT at the time this Agreement is executed. The deposit shall be returned to TENANT within 45 days of the close of the event less any costs incurred by OWNER to repair damage to the OWNER'S facilities by the EVENT. Should the cost of the repairs exceed \$5,000, TENANT agrees that it shall be

responsible to OWNER for the additional cost of the repairs. It is understood that OWNER shall make all repairs in accord with the laws of the State of Mississippi and TENANT shall hereby waive any and all claims it may have that the cost of the repairs was excessive. Where attendance at the EVENT is not expected to exceed 1,000 people at any one time, no damage deposit is required; however, TENANT agrees that it shall be responsible to OWNER for the cost of any required repairs. It is understood that OWNER shall make all repairs in accord with the laws of the State of Mississippi and TENANT shall hereby waive any and all claims it may have that the cost of the repairs was excessive

8. **TERMINATION.** If for any reason, TENANT violates any part of this Agreement, OWNER has the right and authority to terminate this agreement immediately and cancel all or any remaining portion of the EVENT. In case of termination/cancellation due to default of contract on the part of TENANT, TENANT may forfeit any deposits and/or consideration paid to OWNER to offset any costs of cancellation. Further, OWNER reserves the right to cancel the EVENT at any time should the REQUESTED FACILITIES become unavailable for short term rental purposes or in the EVENT of fire, natural disaster or any unforeseen emergency. In case of termination/cancellation by OWNER due to unavailability, fire, natural disaster or unforeseen emergency, OWNER shall refund any amounts paid to it by TENANT (deposit and/or consideration). In case of termination/cancellation by TENANT, if such termination/cancellation occurs 90 or more days from the date of the EVENT, any and all sums paid to the City as Deposit and/or consideration shall be refunded by OWNER to TENANT; if such termination/cancellation occurs 30-89 days from the date of the EVENT, 50% of any and all sums paid to the City as Deposit and/or Consideration shall be refunded by OWNER to TENANT; if such termination/cancellation occurs fewer than 30 days prior to the EVENT, TENANT forfeits all sums paid to OWNER for deposit and/or consideration.
9. **ASSIGNABILITY AND SUBCONTRACTING.** TENANT shall not assign any interest in this Agreement, and shall not transfer any interest in same without the prior written consent of the OWNER thereto.
10. **DISCRIMINATION.** TENANT understands that OWNER is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and TENANT agrees during the term of this Agreement to adhere strictly to this Policy in its employment practices and provision of services.

11. INDEMNITY. TENANT and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the OWNER and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including, without limitation, attorneys' fees, which in any way arise out of or relate to any acts of omission or commission of or attributed to TENANT and/or its agents, servants, employees, visitors, invites, guests, and representatives, including, but not limited to, those asserted as negligent, gross negligent, and/or intentional. Further, TENANT assumes full possession and control of the REQUESTED FACILITIES to be exercised according to this Rental Agreement, the rules and regulations of the City and standards of care legally enforceable against the property or OWNER, and the TENANT assumes full responsibility for the EVENT(s) and any and all accidents on the premises, and liability for all losses, expenses, damages, demands, and claims, if any, in connection with or arising out of any personal injury, including death, or damage or claims of damages to property sustained or claims to have been sustained in connection with or to have arisen out of conduct of the business or activity by the TENANT on or about the property leased herein during the term of this Lease, and the TENANT agrees to take all reasonable steps to avoid creation of a hazard, and indemnifies and agrees to hold harmless the City of Gulfport from any and all such claims of liability.
12. SEVERABILITY; NON-ENDORSEMENT. If any word, clause, sentence, paragraph, condition, provision, or term of this Agreement is or hereafter becomes legally unenforceable, the same shall be severed from this Agreement, and all remaining provisions of this Agreement shall be unaffected, and shall be interpreted in accordance with the express written intention of this Agreement.
13. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and any litigation with respect thereto shall be brought in the courts of Harrison County, Mississippi. The TENANT affirmatively states that it is aware and understands that it is solely responsible for procuring all permits and permissions to conduct the EVENT outlined in the Special Event Permit Application as may be required by any applicable law, statute, ordinance or regulation. The TENANT further states that it is aware and understands that it is responsible for ensuring that all applicable laws, statutes, ordinances, regulations or other governmental rules, federal, state or local, are followed and/or complied with in the execution of the scope of agreement found herein.
14. INSURANCE. TENANT shall maintain general liability insurance, with a minimum coverage limits of two million dollars (\$2,000,000.00) "per occurrence" which shall cover all activities

related to the EVENT sponsored at the REQUESTED FACILITIES by TENANT and any claims that may arise against TENANT in connection with the services to be furnished pursuant to this contract. TENANT shall maintain workers compensation insurance, within the limits required by law and/or employees liability insurance. TENANT shall name the OWNER of Gulfport as an additional named insured on all TENANT's policies required hereunder. TENANT shall inform and notify the OWNER in writing within fourteen (14) days of any claims of liability resulting from the execution of the work required by the scope of work herein. TENANT shall provide a copy of the applicable insurance policies, as proof of insurance coverage, to the OWNER in sufficient time in advance of the EVENT that the same may be reviewed by the City Attorney and/or the City's insurance advisors. OWNER shall have the unconditional right to refuse to approve any policy of insurance, or the holding of any EVENT, where in its sole discretion, OWNER is not adequately insured against the risk involved.

15. NOTICES. Official notice to the TENANT shall be to the mailing address identified below unless a change of address is provided to OWNER in writing. Notice to OWNER shall be to Mayor, OWNER of Gulfport, 2309 15th Street, Gulfport, MS 39501 with a courtesy copy to OWNER Attorney at same address. All official notices shall be in writing and served by U. S. Mail or by hand delivery.
16. OFFICIAL APPROVAL OF CONTRACT/AMENDMENT. This Contract shall take full force and effect only after it is approved by the City of Gulfport and signed by the designated representative of the OWNER and also signed by the TENANT. The date of last signature shall be the effective date. Any Amendment to this Contract shall be in writing and require official approval by the Governing Authority and be signed by the designated representative of OWNER and the TENANT.
17. AUTHORITY TO EXECUTE. It is acknowledged by signature below that the undersigned is an authorized and proper agent and representative of TENANT and that he or she signed this agreement with full authority and on behalf of the TENANT.

IN WITNESS WHEREOF, OWNER and TENANT have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and to TENANT.

This Agreement will be effective on _____, _____ (latest of the dates below and the effective date of this Agreement).

OWNER:

CITY OF GULFPORT, MISSISSIPPI

BY: _____

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

TENANT:

ALPHA MEDIA, LLC

BY: _____

ADDRESS:

DATE: _____



SPECIAL EVENT PERMIT APPLICATION

THE CITY OF GULFPORT OFFICE OF SPECIAL EVENTS

The City of Gulfport is committed to promoting responsible economic development and entertainment, preserving our heritage, enhancing our quality of life, and creating a better community for our families. The City of Gulfport operates a number of facilities/properties and at each one the following standards will be upheld to include all applicable City Ordinances, State and Federal laws.

SUMMARY OF EVENT

Event Title: Gulfport Music Festival

Description

(This should be promotional in nature and can not exceed visible area)

2 day music Festival, featuring Artists that are played on the Radio and Local Artists

Admission

How many points of entry: 1 Entry Times: 4pm on Friday October 6th and 12 noon on Saturday October 7th

Cost per person- Adult: 35.00 Child: 10.00 VIP: 125.00 Proof of payment: Tickets

Open or Closed Event: Open If a closed event, times closed: _____

Are attendees subject to a weapons search? Yes Screening for weapons: Yes

If screening for weapons, how will this be conducted:

Wanding and Bag checks through Swetman Security

Comments:

Event Category

☐ Athletic/Recreation

☒ Concert/Performance

☐ Circus

☐ Exhibits/Misc.

☐ Farmer/Outdoor Market

☐ Carnival

☐ Festival/Celebration

☐ Museum Special Attraction

☐ Parade/Procession/March

☐ Dance

Anticipated Attendance

Total: 10,000

Per Day: 5,000

Anticipated Participants

Total: _____

Per Day: _____

Setup

Event Starts

Event Ends

Dismantle

Date

Thursday October 5th

Friday October 6th

Saturday October 7th

Time

7am

5pm

11:45pm

LOCATION

Location

Description

Jones park Area 3

SUMMARY OF EVENT

CONTACTS

Host Organization Alpha Media

Professional Organizer Alpha Media

Primary Contact Name: Ricky Mitchell

(Required)

Phone Number (228) 236-1092

Secondary Contact Name: Kenny Vest

(Required for internal use only)

Phone Number (228) 236-1081

Other Contact Name:

(If different than Primary Contact)

Phone Number

Other Contact Name:

(If different than Primary Contact)

Phone Number

Web Address _____

Yes No

- ☒ ☐ Is this an annual event? How many years have you been holding this event? 5
- ☐ ☒ Were there any problems at the last event? If so, please list:

How many people attended the last event? 9,300

Where was the last time the event was held? Jones Park

Please list a reference or contact information of a person you dealt with from the last city administration:
Billy Hewes, David D'Aquilla, Brittany Dyess

- ☒ ☐ Is your event part of a larger marketing campaign (i.e. Harbor Fest, Cruisin the Coast, Music Fest etc.)? If yes, please list:

Gulfport Music Festival

APPLICANT AND HOST ORGANIZATION INFORMATION

A written communication from the Chief Officer of the Host Organization authorizing the applicant and/or professional event organizer to apply for this Special Event Permit on their behalf must be submitted with your permit application.

Host Organization Alpha Media

Chief Officer of Host Organization Bill McElveen

Applicant Name Same as Host organization

Address 9471 Three Rivers Road Suite A

City Gulfport State MS Zip Code 39503

Telephone: Day (228) 236-1092 Evening (256) 653-2970 Fax (228) 896-9114 Cell (256) 653-2970

Please list any professional event organizer, event service provider, or commercial fund-raiser hired by you that is authorized to work on your behalf to plan, produce and/or manage your event.

Applicant Name NONE

Address _____

City _____ State _____ Zip Code _____

Telephone: Day _____ Evening _____ Fax _____ Cell _____

ORGANIZATION STATUS/PROCEEDS/REPORTING

Yes No

☒ ☐ Is the Host Organization a commercial entity?

☐ ☒ Is the Host Organization a bona fide tax exempt, nonprofit entity? If yes, you must attach your IRS 501(C) tax exemption letter providing proof and certifying your current tax exempt, nonprofit status.

☒ ☐ Are vendor or other fees required?

If yes please provide amounts: Varies on sponsorship level. Food Vendors start at \$2,000

\$923,500 Estimated gross receipts including ticket, entry, vendor, product and sponsorship sales from this event.

Please explain how this amount was computed:

Ticket sales, beverage sales, sponsorship sales and vendor sponsorship

\$904,200 Estimated expenses for this event.

\$19,300 What is the projected distribution or net dollar amount the Host Organization will receive from this event?

☒ ☐ Do you have a State Tax ID Number? If yes, what is the number? 46-1145950

SITE PLAN/ROUTE

Your event site plan/route map should be submitted in blueprint or CAD format and include but not be limited to:

- ☐ An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves moving route of any kinds, indicate the directions of travel and street or lanes closures.
- ☐ The locations of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- ☐ The provision of minimum twenty foot (20') emergency access lanes throughout the event venue.
- ☐ The location of first aid facilities and ambulances.
- ☐ The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, Carnival rides and other temporary structures.
- ☐ A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills
- ☐ Generator locations and/or source of electricity.
- ☐ Placement of vehicles and/or trailers.
- ☐ Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- ☐ Identification of all event components that meet accessibility standards.
- ☐ Other related event components not listed above.

NARRATIVE

Please provide a narrative and time-line of your event. You may provide this information as an attachment if necessary.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SECURITY

Yes No

☐ ☒ Have you hired a licensed professional security company to develop and manage your event's security plan? If yes, you are required to provide a copy of the security company's bonding license issued by the State of Mississippi.

☐ ☐ On site supervisor: Name and phone #: _____

Security Organization _____

Address _____

City _____ State _____ Zip Code _____

Telephone: Day _____ Evening _____ Fax _____ Cell _____

License / Bond # _____

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application.

We plan on Hiring Swetman security to handle the event for us again as they have handled the event since inception

See attached plan ☐

MEDICAL

Yes No

☐ ☒ Have you hired a licensed professional emergency medical services provider to develop and manage your event's medical plan? If yes, please complete following medical fields

☐ ☐ On site supervisor: Name and phone #: _____

Medical Services Provider _____

Address _____

City _____ State _____ Zip Code _____

Telephone: Day _____ Evening _____ Fax _____ Cell _____

Please describe your medical plan including your communications plan, the number, certification levels (MD, RN, Paramedic, EMT) and types of resources that will be at your event and the manner in which they will be managed and deployed. Your plan should include hours of setup and dismantle of medial aid area. You may attach the plan to this application if necessary.

we plan on using AMR again

See attached plan ☐

ACCESSIBILITY

This checklist is intended to serve as a planning guideline and may not be inclusive of all City, County, State and Federal access requirements. You may attach more detailed information if necessary.

Yes No

☒	☐	Will there be a Clear Path of Travel throughout your event venue? Please describe.
☐	☒	Have you developed a Disable Parking and/or Transportation Plan (including the use of public transportation or shuttle services) for your event? Please describe.
☒	☐	Will a minimum of 10% of portable rest rooms at your event be accessible? Please describe.
☐	☒	Will all food, beverage and vending areas be accessible? Please describe VIP will be only for VIP ticket Holders
☒	☐	Will all signage be provided in highly contrasting colors and placed so pedestrian flow will not obstruct its visibility? Please describe
☒	☐	Will a Public Announcement (PA) System be used to broadcast announcements, locate parents of missing children, etc? Please describe.
☒	☐	If an information center is provided at your event will customer service representatives be available to assist disabled individuals? Please describe
☐	☒	If all areas of your event venue can not be made accessible will maps or programs be made available to show the location of accessible rest room, parking, drinking fountain, and first aid station? Please describe

PARKING AND SHUTTLE PLAN

Yes No

☐	☒	Will your event involve the use of a parking and/or shuttle plan? If yes, please describe or provide an attachment of your plan.
The CTA usually runs a shuttle from downtown to Jones park.		

See attached plan ☐

SAFETY

Yes No

- ☐ ☒ Will your event involve the use of traffic safety equipment? If yes, please list:

Equipment Company _____

Address _____

City _____ State _____ Zip Code _____

Telephone: Day _____ Evening _____ Fax _____ Cell _____

Equipment Setup: Date _____ Time _____

Equipment Pickup: Date _____ Time _____

ENTERTAINMENT AND RELATED ACTIVITIES

Yes No

- ☒ ☐ Are there any musical entertainment features related to your event? If yes, complete the following information or provide an attachment listing all bands/performers, type of music, sound check and performance schedule.

Number of Stages 1

Number of Performers/Bands up to 15

Performer/Band name and music type Radio played bands

- ☒ ☐ Will sound checks be conducted prior to the event?

If yes, Start time TBD Finish time before 5pm on Oct 6th

- ☒ ☐ Will sound amplification be used?

If yes, Start time 5pm Oct 6th Finish time 11:45 Oct 7th

Please describe the sound equipment that will be used for your event

- ☐ ☒ Will inflatables, hot air balloons or similar devices be used at your event?

If yes, please describe

- ☐ ☒ Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?

If yes, please describe

- ☒ ☐ Will your event include the use of any signs, banners, decorations, or special lighting?

If yes, please describe

Banners and stage lighting

- ☐ ☒ Do your event plans include any casino games, bingo games, drawings or lottery opportunities?

If yes, please describe

ALCOHOL

Yes No

- ☒ ☐ Does your event involve the use of alcoholic beverages?

If yes, please check all that apply:

- ☐ Free Alcohol
☐ No Alcohol will be permitted on site
☐ Brown Bag / Carry in
☒ Alcohol sales by Event Promoter
☒ 3rd Party Vendor

Type

- ☐ Beer
☒ Beer and Wine
☐ Beer, Wine and Distilled Spirits

ABC Permit #not applied for yet _____

Date your event met ABC Approval: _____

Approved by: _____

Please describe your plan to ensure the safe sale or distribution of alcohol at your event:

We have the company In Bev out of New Orleans who handles all Alcohol Sales. They handle Jazz Fest, Saints games, and many other events . They are licensed and insured and trained on Alcohol sales

FOOD CONCESSIONS OR PREPARATION

Yes No

- ☒ ☐ Does your event include food concession and/or preparation areas?

If yes, please describe how food will be served and /or prepared:

each Vendor will serve their own food and will be subject to inspection from health department

- ☒ ☐ Do you intend to cook food in the event area?

If yes, please specify method:

- ☒ Gas
☒ Electric
☐ Charcoal
☐ Other (specify): _____

CONCESSIONAIRE

Yes No

- ☒ ☐ Will items or services be sold at your event?

If yes, please describe or attach a complete list of vendors and include a sample of the vendor pass that will be used.

T-shirts and merchandise from the the individually artist, CD's, shirts and other memorabilia.

Do not have a Sample pass yet

- ☐ ☒ Will items or services sold at your event present unique liability issues (e.g. body piercing, massage, animal rides, etc.)?

If yes, please describe or attach a complete list of vendors.

Complete list of vendors attached ☐

- ☐ ☒ Do you intend for you or your vendor to sell / giveaway adult novelties or paraphernalia commonly used to ingest illegal substances?

PORTABLE REST ROOMS

You are required to provide portable rest room facilities at your event, unless you can substantiate the sufficient availability of both ADA accessible and nonaccessible facilities in the immediate area of the event site which will be available to the public during your event.

Yes No

- ☒ ☐ Do you plan to provide portable rest room facilities at your event?

If yes: Total number of portable toilets. _____

Number of ADA accessible portable toilets. _____

If no: Please explain:

City provided

Rest Room Company: _____

Address _____

City _____ State _____ Zip Code _____

Telephone: Day _____ Evening _____ Fax _____ Cell _____

Equipment Setup: Date _____ Time _____

Equipment Pickup: Date _____ Time _____

SANITATION AND RECYCLING

Number of Trash Cans with Lids _____

Number of Dumpsters with Lids _____
(One for every increment of 400 people)

Number of Recycling Containers _____

Sanitation Company: _____

Address _____

City _____ State _____ Zip Code _____

Telephone: Day _____ Evening _____ Fax _____ Cell _____

Equipment Setup: Date _____ Time _____

Equipment Pickup: Date _____ Time _____

Please describe your plan for cleanup and removal of recyclable goods, waste and garbage during and after your event.
City handles

MITIGATION OF IMPACT

Yes No

- ☒ ☐ Is there anything about your event that may cause issues to local residents / businesses in proximity to your event? Please explain:
Sound could . But since we moved the stage to face North toward downtown, that handled the excess noise.

- ☐ ☒ Have you met with the residents, businesses, places of worship, schools and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities.

If no, please explain:

We have never done this in the past

- ☐ ☒ Do you have a sample of the notice that you propose to distribute two weeks prior to your event? If yes, please attach.

If no, please explain:

We have never done this

MARKETING AND PUBLIC RELATIONS

Yes No

- ☒ ☐ Will this event be marketed, promoted, or advertised in any manner? If yes, please describe:
Radio, TV, Digital

- ☒ ☐ Will there be live media coverage during the event? If yes, please describe:
usually WLOX and FOX and also WDSU out of New Orleans

- ☒ ☐ Will media vehicles be parked within the event venue? If yes, please describe safety plan:
Parked and not moved during the duration of the event

- ☒ ☐ Do you have a plan to control or limit the placement and/or distribution of promotional signage, stickers, and other items? If yes please describe:
Yes, the only signage will be put up by us

INSURANCE

Name of Insurance Agency: Stephens Insurance LLC

Address PO Box 3507

City Little Rock

State AR

Zip Code 72203-3507

Telephone: Day (501) 377-8202 Evening (800) 643-9691 Fax same as Cell (800) 643-9691

Contact Name: Stephens Insurance LLC

Policy Type: General Liability

Policy Amount: \$1,000,000 per occurrence/\$2,000,000

Policy Number: 36036599

AFFIDAVIT OF APPLICANT

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the City of Gulfport Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager or the City Manager's designee. Applicant agrees to comply with all other requirements of the City, County, State, Unified Port District, MTDB, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. In the event that a possessory interest subject to property taxation is created by virtue of this use permit, I agree to pay all possessory interest taxes and the City shall not be liable for the payment of such taxes I further agree that the payment of any such taxes shall not reduce any consideration paid to the City pursuant to this use permit. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Gulfport.

Print Name of Applicant/Host Organization Alpha media/Gulfport Music Festival

Title VP/Market Manager

Signature 

Date 3/15/17

Print Name of Professional Event Organizer Ricky Mitchell

Title VP MARKET mgr.

Signature 

Date _____

Thank you for completing your Special Event Permit Application.

Before you submit your application to the City of Gulfport, please make sure that the following steps have been completed:

Have you?

- ☐ Signed and dated your application?
- ☐ Attached your event site plan?
- ☐ Attached your event security plan?
- ☐ Provided a copy of your security company's license and bonding paperwork?
- ☐ Attached your event medical plan?
- ☐ Attached a copy of your accessibility Plan?
- ☐ Attached your event parking and shuttle plan?
- ☐ Attached a complete entertainment list and schedule?
- ☐ Included letters of support or endorsement from impacted entities and community groups within your venue area.
- ☐ Provided samples of communications that will be distributed to impacted residents, businesses, schools, places of worship and other entities?
- ☐ Attached your certificate of insurance?
- ☐ Attached a copy of your IRS 501(C) tax exemption letter?
- ☐ Included any County, State, Federal or City Permits that may be required to hold your event in the selected venue.
- ☐ Applied for a Police Noise Ordinance Variance Permit. if applicable?

Submit your completed permit application to:

**City of Gulfport Leisure Services Department
Joseph T. Jones Bldg, Attn: Office of Special Events
1422 23rd Avenue (2nd Floor)
Gulfport, MS 39501**



v/ Restrictions
 ng Open During Events
 rcial/ Non-Profit
 Space

Harbor Services Building

Breezeway \$15 per hour

Conference Room & Balcony \$20 per hour

Restricted Access Restroom \$75 per day

320,000 sqft	\$3200 Commercial / \$1600 Non-Profit
160,000 sqft	\$1600 Commercial / \$800 Non-Profit
370,000 sqft	\$3700 Commercial / \$1850 Non-Profit
150,000 sqft	\$3000 Commercial / \$1500 Non-Profit
45,000 sqft	\$450 Commercial / \$225 Non-Profit
80 spaces	\$850 Commercial / \$425 Non-Profit
100 spaces	\$900 Commercial / \$450 Non-Profit
80 spaces	\$850 Commercial / \$425 Non-Profit
5000 sqft	\$500 Commercial / \$500 Non-Profit





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Legal

Date: 06/15/2017

Subject: Resolution - approving Professional Services Agreement for video review and redaction services for the City of Gulfport and authorizing the Mayor to execute the same.

Recommendation:

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF GULFPORT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into and executed in Gulfport, Mississippi on the day and year hereinafter set forth by and between the **CITY OF GULFPORT, MISSISSIPPI** (herein the "City"), having an address of Post Office Box 1780, Gulfport, Mississippi 39502, and **Clarissa Denae Gahagan**, having an address of 11127 Christopher Street, Pass Christian, MS 39571 (herein "Gahagan") for the purposes and according to the terms, covenants, and conditions hereinafter set forth, to-wit:

WITNESSETH THAT:

WHEREAS, the City of Gulfport, Mississippi is a municipal corporation organized and existing according to the laws of the State of Mississippi and is governed by its Mayor and City Council ("Governing Authority"); and

WHEREAS, the City of Gulfport is in need of assistance with review and redaction of video evidence and other legal and prosecutorial services; and

WHEREAS, Gahagan is has experience in the field of information and surveillance systems along with the requisite software and systems education.

NOW THEREFORE, for good and valuable consideration as herein provided, Gahagan agrees to perform professional services according to the following conditions, terms, and provisions, to-wit:

1 . Scope of Work. Gahagan shall, in a satisfactory and proper manner, and under the terms and conditions provided herein, and in accordance with any governing laws and professional rules of conduct, perform video review, redaction and other legal support services for the City of Gulfport as part-time discovery clerk in support of the Gulfport Prosecutor's Office.

2. Manner of Service. Services provided by Gahagan pursuant to or in accordance with this Agreement shall be performed in a professional, prompt and competent manner and in accordance with the laws of the State of Mississippi and the United States of America and conform to high and ethical standards in the community and in the State of Mississippi. Services to be provided by Gahagan, insofar as applicable and necessary in any given case or assignment, shall include, video review and redaction, discovery complication and transmission, and other associated tasks as assigned by the City Prosecutor as needed.

3. Compensation. During the term of this Agreement, the City shall compensate Gahagan at the hourly rate of \$25.00 per hour. It is specifically understood that no travel expenses or billable time shall be charged or incurred for travel time to and from wherever Gahagan is located and the City Prosecutor's Office, Gulfport Municipal Court, the Harrison County Courthouse, or any other courthouse and that the only compensation Gahagan will receive from the City is for actual time worked for services provided by Attorney to the City under this Agreement. Gahagan shall submit detailed billing statements to the City in accordance with the terms of the Agreement set forth herein or as otherwise required by the City and shall submit the same via electronic mail to the City Attorney and his Office Manager (jbruni@gulfport-ms.gov)

and gbyrd@gulfport-ms.gov or other such e-mail addresses as may, from time to time, be provided, in writing, to Gahagan) with copy to the City Prosecutor (rsmith@gulfport-ms.gov or other such e-mail address as may, from time to time, be provided, in writing, to Gahagan) by 5:00 p.m. on the first Monday of each month during the duration of this Agreement. The City shall pay Gahagan within thirty (30) days of the City's receipt of detailed billing invoices submitted by Gahagan. There is no guarantee of cases or work to be assigned to Gahagan under this Agreement and, therefore, there is no minimum or maximum number of cases or amount of work to be assigned to her. Other than compensation for services as specifically set forth in this Paragraph, no other benefits or compensation shall be owed by City as a result of services performed under this Agreement.

4. **Term of Service.** The term of this Agreement shall be for twelve (12) consecutive months commencing June 21, 2017, and expiring on June, 20 2018, ("Term") unless sooner terminated or canceled as set forth herein. The term of this Agreement may be extended for an additional twelve (12) month period subject to approval by the City's Governing Authority.

5. **Non-Exclusive Contract.** This is a non-exclusive contract as to each party hereto, and each party retains the right at any time to contract with other persons or entities, including another governmental entity, where such engagement shall not result in a conflict of interest or other ethical conflict.

6. **Termination.** (a) *For convenience.* Either party may terminate this Agreement at any time for any reason (or no reason) by giving the other party written notice of termination at least thirty (30) days prior to the effective date of termination. Should this Agreement be terminated pursuant to the immediately-preceding provision, Gahagan agrees to complete all assigned cases or matters to final disposition unless such completion would violate the prescribed law or the case is re-assigned. (b) *For default.* Breach or failure to perform any provision of this Agreement shall be an "event of default." If the party in breach fails to cure any default within fifteen (15) days from receipt of written notice of an event of default, then this Agreement may be terminated immediately for default by written notice to the breaching party or party in default and in such event, either party may assert any remedies at law or in equity that it/he deems to be entitled for breach of contract.

7. **Waiver; Remedies.** (a) Failure to enforce any provision of this Agreement in which an event of default has occurred shall not constitute a waiver of rights to subsequently enforce this contract and each provision hereof. To the extent allowable by law, and subject to any state and federal law immunities, each party agrees to indemnify the other against any loss or damages resulting from an event of default not cured as provided herein. (b) If any party is required to obtain or utilize the services of an attorney to enforce any provision of this Agreement for failure to cure any default as herein provided, then the party in default shall be liable for the other party's reasonable attorney's fees and costs of litigation.

8. **Independent Contractor; Professional Services Contract; Materials, Equipment, and Resources.** (a) Gahagan certifies that she is certified, experienced, and qualified and able to perform any and all services for which he accepts engagement under this Agreement, and she agrees to notify City immediately if her credentials change so as to limit her professional qualifications, which shall be grounds for cancellation of this Agreement and of any further obligations for payment of unearned fees by the City hereunder. (b) This is a professional services contract in which Gahagan shall at all times be acting as and considered an independent contractor with the City and not an employee of the City or any of the City's employees, servants, agents, or representatives. Gahagan shall have no claim under this

Agreement or otherwise against the City for wages, salary, vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation disability, unemployment insurance benefits, or benefits of any kind or sort other than the compensation as set forth herein. (c) Gahagan will perform all of her work in an office provided by the City in the Municipal Court building, the City shall provide her with a computer, monitor, scanner and other electronic equipment as may be required to be connected to and worked thru the City's network.

9. Taxes. City and Gahagan acknowledge and agree that Gahagan will be solely and completely responsible for any and all taxes due and owing to any governmental entity or agency (local, state and/or federal) on any monies or compensation received by Gahagan from City under this Agreement.

10. Compliance with Legal Obligations. Gahagan agrees that, in rendering services under this Agreement, she shall comply with all federal, state, and local laws.

11. Records. It is understood and acknowledged that all documents used by Gahagan in her provision of services under this Agreement shall become the property of the Office of City Prosecutor and shall be kept and maintained in the Office of the City Prosecutor.

12. Identification of Conflicts of Interest. Upon assignment of a case or matter under this Agreement, Gahagan will make reasonable and diligent efforts to obtain and review relevant court documents and other materials reasonably available in connection with the case or matter to determine if any potential conflicts of interest exist in the case or matter concerning her involvement or provision of services for the City in connection with the same.

13. Insurance; Defense of Claims. Gahagan covenants and agrees to indemnify and hold harmless the City and the City's employees, servants, agents, officials, and representatives from and against any loss, damage, costs, charges, expenses, and fees, whether direct or indirect and whether known or unknown, in any way arising out of or by reason of any negligent or intentional act or omission on the part of Gahagan or anyone acting for, on behalf of, or at the direction of Gahagan in the performance or execution of this Agreement or in any way arising out of this Agreement. In case any suit or legal proceedings shall be brought against the City or any of its employees, servants, agents, officials, or representatives at any time on account of or by reason of any negligent or intentional act or omission by Gahagan or anyone acting for, on behalf of, or at the direction of Gahagan, Gahagan hereby covenants and agrees to assume the defense thereof and to defend the same at the Gahagan's own expense and to fully pay for any and all loss, damages, costs, charges, expenses, fees, attorneys' fees and other expenses and any and all judgments that may be incurred by or obtained by or against the City or any of the City's employees, servants, agents, officials, or representatives in such suits or other proceedings or actions.

14. Confidentiality. Gahagan agrees to keep confidential and not use or disclose, except in furtherance of the purposes of the services called for under this Agreement, any confidential information that Gahagan may acquire during the term of, and in the course of, or as a result of, the provision of services that she provides under this Agreement.

15. Notices. Official notice to Gahagan shall be to the mailing address identified above unless a change of address is provided to the City in writing. Official notice to the City shall be to the City Attorney, City of Gulfport, 2309 15th Street, Gulfport, Mississippi 39501 with copy to the City

Prosecutor at the same address. All official notices shall be in writing and served by U. S. Mail or by hand delivery. The point of contact for the City under this Agreement shall be the City Attorney.

16. Severability. Should any clause, portion or section of this Agreement be unenforceable or invalid for any reason, City and Gahagan acknowledge and agree that such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of the Agreement. The captions/titles have no effect or meaning other than as headings to identify the paragraphs.

17. Governing Law. City and Gahagan acknowledge and agree that this Agreement shall be construed in accordance with the laws of the State of Mississippi.

18. Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties and supersedes and cancels all previous written or oral agreements or representations relating to the subject matter hereof. This Agreement may not be amended, supplemented or modified except by a written document signed by the City and Gahagan.

19. Successors. This Agreement shall inure to the benefit of and may be enforced by the City, its successors and assigns, and shall be binding upon Gahagan, her executors, administrators, heirs, and other successors in interest. Gahagan’s rights and obligations under this Agreement are not assignable.

20. Official Approval of Contract. This Agreement shall take full force and effect only after it is approved by the Governing Authority for the City and signed by the Mayor and Gahagan.

WITNESS OUR SIGNATURES as duly authorized and voluntarily signed on the day and year hereinafter stated.

Clarissa Denae Gahagan
11127 Christopher Street
Pass Christian, Mississippi 39571

By: _____

Date: _____

CITY OF GULFPORT
Post Office Box 1780
Gulfport, Mississippi 39502-1780

By: _____

Printed Name: _____

Title: _____

Date: _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 06/08/2017

Subject: Resolution - approving Construction Agreement with CSX Transportation, Inc. for construction of a six foot wide covered sidewalk under the railroad at Coffee Creek related to the Coffee Creek Drainage Improvements Project, 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 _____, 2017, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE CONSTRUCTION AGREEMENT WITH CSX TRANSPORTATION, INC. FOR CONSTRUCTION OF A SIX FOOT WIDE COVERED SIDEWALK UNDER THE RAILROAD AT COFFEE CREEK RELATED TO THE COFFEE CREEK DRAINAGE IMPROVEMENTS PROJECT, AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

WHEREAS, has undertaken a project called the “Coffee Creek Drainage and Recreational Improvements” Project, which intends to improve the efficiency of the water flow and curtailing flooding of Coffee Creek and creating an Earthen Trail/Boardwalk alongside Coffee Creek from its outfall at the Mississippi Sound all the way through Centennial Plaza and the existing Clower-Thornton Nature Trail; and

WHEREAS, the City has proposed to construct, or cause to be constructed, a covered six foot sidewalk under CSXT at Coffee Creek, DOT No. 938131X at approximate MP 000 736.9; Atlanta Division; NO & M Subdivision, and CSX Transportation, Inc. requires that it oversee the construction as it is part of their railroad right of way, at a cost of \$64,153.00 to be paid in advance of construction, and that a Construction Agreement be executed between the parties concerning the same; and

WHEREAS, a proposed Construction Agreement with CSX Transportation, Inc., is attached hereto along with supporting memorandum from Kris Riemann, P.E. for consideration as Exhibit “A” hereto.

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

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

SECTION 2. That the Construction Agreement with CSX Transportation, Inc. be and it is hereby approved in substantially 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 issuance of a special check be authorized in the amount of \$64,153.00 to CSX Transportation, Inc.

SECTION 4. That this Resolution shall be in effect 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 _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2017.

MAYOR

Memorandum – City of Gulfport

To: Mayor Billy Hewes and Gulfport City Council

Dr. John Kelly, CAO

Linda Elias, Finance

Connie Debenport, Purchasing

From: Kris Riemann, P.E.

RKR

Date: 6/8/17

Re: Request Approval of Construction Agreement with CSX Transportation, Inc. and Issuance of a Special Check for Reimbursable Expenses
- Coffee Creek Drainage Improvements Project

Attached for your consideration is the Construction Agreement with CSX Transportation, Inc. (East-West Railroad). This agreement is required by CSX to complete the 6 ft. wide covered sidewalk under the railroad at Coffee Creek. CSX requires the City of Gulfport to pay the \$64,153.00 fee in advance. I realize that this cost of CSX to oversee the construction is high, but it is their railroad right of way. The Mayor and I discussed the previous agreement amount of \$99,897.00 with CSX and were able to have that amount lowered. A map is attached. No additional funds are required for this agreement. Funding is currently budgeted in the 2014 Bond Issue (\$250,000) and Community Development Block Grant funds (\$1,000,000+).

This project intends to improve the efficiency of the water flow and curtailing flooding of Coffee Creek by removing debris, dams and other blockages, replacing undersized drainage pipes as needed, and reshaping the banks of the creek to redirect water flow. The project will also create an Earthen Trail/Boardwalk alongside Coffee Creek from its outfall at the Mississippi Sound all the way through Centennial Plaza and the existing Clower-Thornton Nature Trail.

I recommend approval of the Construction Agreement and request the issuance of a special check in the amount of \$64,153.00 to CSX Transportation, Inc. Please place this item on the June 20, 2017 Council Agenda.

Attachment: 1. Construction Agreement

Construction Agreement

Project: Gulfport, Harrison County, MS
Construction of Covered (6') Sidewalk
Under CSXT at Coffee Creek
DOT No. 938131X; Approx MP: 000 736.9

CSXT OP# MS0110

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is made as of _____, 2017, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT"), and City of Gulfport, a body corporate and political subdivision of the State of Mississippi ("Agency").

EXPLANATORY STATEMENT

1. Agency has proposed to construct or to cause to be constructed an under-grade private crossing being six (6) feet wide, the center line of which extends across the right-of-way and intersects the center line of Licensor's single track, at Valuation Station 000-736.9 (approximately), crosses the tracks and property owned or controlled by Licensor at or near Gulfport, Harrison County, Mississippi, Atlanta Division, NO & M Subdivision, DOT INV No.938131X, (the "Project").
2. The Project will be initially constructed in accordance with the terms and conditions of this Agreement.
3. Upon completion of the Project, Agency will use, maintain, repair, relocate, reconstruct or remove the under-grade private crossing resulting from the Project in accordance with the terms and conditions of that certain private crossing agreement executed by Agency and CSXT.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

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

1. Project Plans and Specifications

- 1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency's sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT's election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the "**Plans**", and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.
- 1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans and improvements constructed in accordance with such Plans

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satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

- 2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind (unless provided otherwise in the Easement Agreement) and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements. For purposes here, the term "**Easement Agreement**" means that certain Easement Agreement between CSXT and the Agency, dated on or about the date hereof.
- 2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.
- 2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **December 31, 2018** unless the parties mutually agree to extend such date.
3. Special Provisions. Agency shall observe and abide by, and shall require its general contractor, ARCO/Murray National Construction Agency, Inc. ("**Contractor**"), to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

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4. Cost of Project and Reimbursement Procedures

- 4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "**Reimbursable Expenses**"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.
- 4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "**Estimate**", as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.
- 4.3 Payment Terms.
- 4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). CSXT agrees to submit to Agency invoices and backup documentation which is available to CSXT for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice and backup documentation to Agency or, the payment date (if any) set forth in the Payment Schedule.
- 4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice and backup documentation which is available to CSXT that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency concurrently with the delivery of the final invoice.
- 4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement within fifteen (15) business days after written notice to Agency by CSXT: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the

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

- 4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.
P. O. Box 116651
Atlanta, GA 30368-6651

- 4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.
5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.
6. Easements and Licenses
- 6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.
- 6.2 Private Crossing Agreement. Upon execution of the Construction Agreement, Agency and CSXT shall execute the Private Crossing Agreement attached hereto as Exhibit G for Agency's, its agents', employees', invitees' use, maintenance, repair, relocation and removal of the private under-grade crossing resulting from the Project.
7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination
- 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
- 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractor fail to observe the terms or conditions of this Agreement and such failure continues

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more than thirty (30) business days following delivery of notice of such failure by CSXT to Agency.

8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

8.4 Termination upon Completion. This Agreement shall automatically terminate and be of no further force or effect upon the last to occur of (a) the completion of the Project in accordance with the Plans, (b) the acceptance of the Project by CSXT and any applicable governmental authorities having jurisdiction over the Project, and (c) the payment in full of all amounts due and owing to either party hereunder (including any under-payments or over-payments to be remitted pursuant to Section 4.3.2).

9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance

10.1 By Agency. Agency shall own, maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans. In the event Agency fails to do so after reasonable notice from CSXT (no more than thirty (30) days, unless an emergency condition exists or is imminent in the opinion of CSXT, that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense. Upon the cessation of use of the Project by Agency, Agency shall remove the structure and restore CSXT's property to its original condition, at Agency's sole cost and expense, to CSXT's satisfaction.

10.2 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

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11. Indemnification

- 11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractor shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind for (a) any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractor), and (b) the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractor, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates as a result of the Project), in either case arising directly or indirectly from the gross negligence, recklessness or intentional wrongful misconduct of the Contractor, Agency, and their respective agents, employees, invitees, contractors in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.
 - 11.2 Compliance with Laws. Agency shall comply, and shall require its Contractor to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractor shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.
 - 11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
 - 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
 - 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor. The parties agree that neither Agency nor its Contractor shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractor, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractor or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

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13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent Agency, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.
16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:	CSX Transportation, Inc. 6737 Southpoint Drive South, J180 Jacksonville, Florida 32216 Attention: Crossing Management
If to Agency:	City of Gulfport 4050 Hewes Avenue Gulfport, MS 39507 Robert K. Riemann, P. E
17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.
18. Applicable Law This Agreement shall be governed by the laws of the State of Mississippi, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, FL and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

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

CITY OF GULFPORT, MS

By: _____
Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____

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EXHIBIT A **ALLOCATION OF WORK**

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractor:
 - 1. Construct new sidewalk canopy structure.
 - 2. Construct walkway approaches including grading, paving and drainage considerations.
 - 3. Incidentals such as guardrails, seeding and sodding.

- B. CSXT shall perform or cause to be performed by the respective delivery dates set forth below:
 - 1. Flagging services and other protective services and devices as may be necessary.
 - 2. Construction engineering and inspection to protect the interests of CSXT.

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EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

SHEET	DESCRIPTION	PREPARER	DATE
1 of 4	Plan View; Civil	Pickering Firm, Inc.	May 2015
2 of 4	Profile View; Civil	Pickering Firm, Inc.	May 2015
3 of 4	Section View; Civil	Pickering Firm, Inc.	May 2015
4 of 4	Drainage Calculations	Pickering Firm, Inc.	May 2015
1 of 6	5100 – Structural	Pickering Firm, Inc.	May 2015
2 of 6	5010 - Structural	Pickering Firm, Inc.	May 2015
3 of 6	5200 – Structural	Pickering Firm, Inc.	May 2015
4 of 6	5300 – Structural	Pickering Firm, Inc.	May 2015
5 of 6	5301 - Structural	Pickering Firm, Inc.	May 2015
6 of 6	5302 - Structural	Pickering Firm, Inc.	May 2015

NOTE: In the event subsequent plan submissions are made by Agency to CSXT for review and approval, once approved, said plans shall be considered to be incorporated into this Exhibit B as of the date of CSXT's written approval.

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EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

"CSXT" shall mean CSX Transportation, Inc., its successors and assigns.

"CSXT Representative" shall mean the authorized representative of CSX Transportation, Inc.

"Agreement" shall mean the Agreement to which this Exhibit C is made a part thereof and as may be amended from time to time.

"Agency" shall mean the **City of Gulfport, MS**.

"Agency Representative" shall mean the authorized representative of **City of Gulfport, MS**

"Contractor" shall have the meaning ascribed to such term by the Agreement.

"Work" shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

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- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

III. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

IV. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the

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Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.

- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

V. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefor
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VI. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

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VII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
- d. Agency and Contractor shall not store explosives on CSXT property.

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2. CSXT Representative will:
 - a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
 - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

VIII. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

IX. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.

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DOT No. 938131X; Approx MP: 000 736.9

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- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

X. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XI. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

Construction Agreement

Project: Gulfport, Harrison County, MS
Construction of Covered (6') Sidewalk
Under CSXT at Coffee Creek
DOT No. 938131X; Approx MP: 000 736.9

CSXT OP# MS0110

EXHIBIT D

CSX TRANSPORTATION, INC. FORCE ACCOUNT ESTIMATE

Page 1

ACCT. CODE : 709 - MS0110

ESTIMATE SUBJECT TO REVISION AFTER:		11/29/2017	DOT NO.:	938131X
CITY:	Gulfport	COUNTY:	Harrison	STATE: MS
DESCRIPTION: Proposed construction of 6' wide covered concrete sidewalk at Coffee Creek under CSXT				
DIVISION:	Atlanta	SUB-DIV:	NO & M	MILE POST: 000 736.9 +/-
AGENCY PROJECT NUMBER:				
<u>PRELIMINARY ENGINEERING:</u>				
212	Contracted & Administrative Engineering Services		\$	17,000
	Subtotal		\$	17,000
<u>CONSTRUCTION ENGINEERING/INSPECTION:</u>				
212	Contracted & Administrative Engineering Services		\$	19,600
	Subtotal		\$	19,600
<u>FLAGGING SERVICE: (Contract Labor)</u>				
070	Labor (Conductor-Flagman)		\$	-
050	Labor (Foreman/Inspector)		\$	13,720
070	Additive 153.13% (Transportation Department)		\$	-
050	Additive 163.09% (Engineering Department)		\$	22,376
230	Per Diem (Engineering Department)		\$	2,625
230	Expenses		\$	-
	Subtotal		\$	38,721
<u>SIGNAL & COMMUNICATIONS WORK:</u>			\$	-
<u>TRACK WORK:</u>			\$	-
<u>PROJECT SUBTOTAL</u>			\$	75,321
900	<u>CONTINGENCIES:</u>	10.00%	\$	5,832
GRAND TOTAL			\$	81,153
ORIGINAL PE AUTHORIZATION			\$	17,000
CE&I FAE			\$	64,153
<u>DIVISION OF COST:</u>				
	Agency	100.00%	\$	64,153
	Railroad		\$	-
	TOTAL		\$	64,153

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by:

J. Brangenberg

Approved by:

JAS

CSXT Public Project Group

DATE: 7/14/2015

REVISED: 8/2/2017

DATE: 06/08/17

Project Summary Sheet

Construction Agreement

Project: Gulfport, Harrison County, MS
Construction of Covered (6') Sidewalk
Under CSXT at Coffee Creek
DOT No. 938131X; Approx MP: 000 736.9

CSXT OP# MS0110

EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

Construction Agreement

Project: Gulfport, Harrison County, MS
Construction of Covered (6') Sidewalk
Under CSXT at Coffee Creek
DOT No. 938131X; Approx MP: 000 736.9

CSXT OP# MS0110

EXHIBIT F

INSURANCE REQUIREMENTS

Evidence required by CSX Transportation, Inc.

You are required to furnish Insurance to protect CSX Transportation, Inc. in connection with activities to be performed on or adjacent to CSX Transportation's Right of Way.

The following summarize CSXT's specifications for proper evidence of insurance:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates [if permitted by state law].
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Liability Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Liability Insurance Policy. The address should be listed as:

CSX Transportation, Inc.
500 Water Street - C907
Jacksonville, FL 32202
 - c. Name and Address of Licensee must be shown on the Declarations page.
 - d. A description of operations and location must appear on the Declarations page and must match the Project description.

Construction Agreement

Project: Gulfport, Harrison County, MS
Construction of Covered (6') Sidewalk
Under CSXT at Coffee Creek
DOT No. 938131X; Approx MP: 000 736.9

CSXT OP# MS0110

- e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - f. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
 - g. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A "Common Policy Conditions" Endorsement
 - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v) Policies that contain any type of deductible
5. All insurance companies must be A. M. Best rated A- and Class VII or better.
6. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Licensee must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

insurancedocuments@csx.com
2. Licensee may not begin work on the Project until it has received CSXT's written approval of the required insurance.

Construction Agreement

Project: Gulfport, Harrison County, MS
Construction of Covered (6') Sidewalk
Under CSXT at Coffee Creek
DOT No. 938131X; Approx MP: 000 736.9

CSXT OP# MS0110

Project: Gulfport, MS – Sidewalk under CSXT at M.P. 000-736.9
CSXT OP# MS0110

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 201_, between **City of Gulfport** and CSXT (the "Agreement"), Contractor hereby agrees (a) to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement, and (b) to cause any subcontractors which perform work on or about CSXT's property in connection with the project contemplated by the Agreement to comply with all applicable provisions of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 06/09/2017

Subject: Resolution - awarding Bid and Contract to DNA Underground, LLC, for the City of Gulfport Repair and Replacement Unit Project and authorizing the Mayor to execute and deliver any and all documents required to effectuate this award.

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 _____, 2017, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AWARD THE BID AND CONTRACT FOR THE CITY OF GULFPORT REPAIR AND REPLACEMENT UNIT PRICE PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE AND DELIVER ANY AND ALL DOCUMENTS REQUIRED TO EFFECTUATE THIS AWARD, INCLUDING, BUT NOT LIMITED TO, A CONTRACT IN CONNECTION WITH SAME, AND FOR RELATED PURPOSES

WHEREAS, the Governing Authority for the City Previously authorized the solicitation of bids to award a unit price contract for various repair and replacement projects as may be required by Engineering or Public Works, which contract will provide the Departments of Public Works and Engineering with another option for completing needed repairs in a timely and convenient manner; and

WHEREAS, four (4) bids were submitted in response to the City’s public notice in connection with the above referenced project, identified in the bid documents as “Gulfport Repair and Replacement Unit Price Project – 2017” (the “Project”), and such bid totals are set forth in the Bid Tabulation Sheet which, along with a June 8, 2017, Memorandum from City Engineer, Kris Riemann, and June 9, 2017, letter from Brown, Mitchell & Alexander, Inc., Consulting Engineers, are incorporated herein and collectively attached hereto as Exhibit “A”; and

WHEREAS, Brown, Mitchell, & Alexander, Inc., Consulting Engineers, inspected and reviewed the bids submitted and determined that the lowest monetary bid was submitted by DNA Underground, LLC, of Gulfport, Mississippi; and

WHEREAS, as set forth in Exhibit “A”, City Engineer recommends awarding this contract, used on an as needed basis and based on available funding, to DNA Underground, LLC, and

WHEREAS, the contract for the Gulfport Repair and Replacement Unit Price Project – 2017 should be awarded to DNA Underground, LLC, and the City and the aforementioned contractor should enter into a contract relative to this project; and

WHEREAS, the proposed Agreement attached hereto as Exhibit “B” should be, and hereby is, approved in substantially the same or similar form as set out in Exhibit “B” and the Mayor should be authorized to enter into, sign, execute, and deliver the same on behalf of the City as well as any and all documents needed to effectuate the award of this bid and contract to DNA Underground, LLC.

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 bid and contract for the “Gulfport Repair and Replacement Unit Price Project – 2017” should be and hereby are awarded to DNA Underground, LLC, whose bid was responsive, and who is the “lowest and best” bidder.

SECTION 3. That the Mayor should be, and hereby is, authorized on behalf of the City of Gulfport to enter into, sign, execute, and deliver any and all documents needed to effectuate the awarding of the bid and contract to DNA Underground, LLC, for the “Gulfport Repair and Replacement Unit Price Project – 2017”, including but not limited to a contract or agreement in substantially the same or similar form as that attached hereto as Exhibit “A”.

SECTION 4. Public interest and necessity requiring same, 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 _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2017.

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB - Purchasing Manager

Date: June 9, 2017

**Re: Contract Award Recommendation
Unit Price Contract for Repair and Replacement Projects – City Wide
Bids Received 06-06-2017**

Please see attached letters of recommendation from Kris Riemann and Dax Alexander, requesting your approval of the award of the Unit Price Repair and Replacement contract for 2017. The lowest and best bid submitted was submitted by DNA Underground, LLC of Gulfport, MS.

This contract (also attached) is utilized on an as-needed basis for urgent repairs on streets, drainage, water and sewer work city-wide. Each project has a Not to Exceed amount of \$250,000.00; any project that exceeds that threshold will require City Council Approval.

The tabulation sheet is attached for your review and approval. It is my recommendation to approve the award and I thank you for your consideration.

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.

RKR

Date: 6/8/17

Re: Recommendation to Award Contract

-Gulfport Repair and Replacement Unit Price Project 2017

On June 6, 2017, bids were received for the above referenced project. Four (4) bids were received. Attached is copy of the bid tabulation. DNA Underground, LLC of Gulfport, MS submitted the lowest bid of \$7,217,240.00.

We have been using this type of unit price project for many years. This contracting arrangement allows the City a method to perform street, drainage, water, and sewer work quickly for emergency, maintenance, or expansion projects.

No funding is required at this time. We will use this project on an as needed basis with available funding. It will provide the Department of Public Works and Engineering with another option for completing needed repairs in a timely and convenient manner.

I recommend awarding the contract to DNA Underground, LLC. Please place this item on the June 20, 2017 Council Agenda.

This item has been approved by:

Mayor or C.A.O.

Attachments:

1. Kevin Mullen, P.E., letter dated June 8, 2017
2. Bid Tabulation
3. Contract Agreement

DEPARTMENT OF ENGINEERING



BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

796 Vieux Marche, 2nd Floor
Biloxi, MS 39530
228-436-7612

3103 Pascagoula Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

June 9, 2017

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

**RE: Repair & Replacement Unit Price Project – 2017
Gulfport, Mississippi**

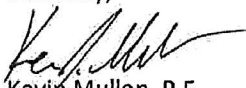
Dear Mr. Riemann:

As you know, bids were received on June 6, 2017 for the above referenced project. Four (4) bids were received. We have prepared and enclosed a bid tabulation for your review.

DNA Underground, LLC of Gulfport, MS submitted the lowest bid of \$7,217,240.00. Therefore, subject to your attorney's review and the submission of the proper bonds and insurance by the Contractor, we hereby recommend award of the contract to DNA Underground, LLC.

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

Sincerely,


Kevin Mullen, P.E.
Project Engineer

Enclosure



GULFPORT REPAIR & REPLACEMENT UNIT PRICE PROJECT - 2017

CONTRACTOR'S BID TABULATION
BIDS RECEIVED JUNE 6, 2017 UNTIL 10:00 A.M., LOCAL TIME
BY THE CITY OF GULFPORT PROCUREMENT DEPARTMENT,
1410 24th AVENUE, GULFPORT, MS 39501

CERTIFICATE OF RESPONSIBILITY ADDENDUM RECEIVED AND ACKNOWLEDGED		DNA UNDERGROUND, LLC 16101 S. SWAN ROAD GULFPORT, MS 39503 20907-SC YES		SCI, INC. 13520 OLD HIGHWAY 67 BILOXI, MS 39532 04939-MC YES		KNOWLES CONSTRUCTION, INC. 17581 OLD HIGHWAY 49 SAUCIER, MS 39574 11798-MC YES		TWIN L CONSTRUCTION, INC. 8232 FIRETOWER ROAD PASS CHRISTIAN, MS 39571 08365-MC NO**	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
BASE BID:									
1.01A	SELECT BACKFILL, SAND, ALL DEPTHS (FM)	500	CY	\$15.00	\$7,500.00	\$14.80	\$7,400.00	\$14.00	\$7,000.00
1.01B	SELECT BACKFILL, CLASS 9 GROUP B OR C, ALL DEPTHS (FM)	500	CY	\$10.00	\$5,000.00	\$14.80	\$7,400.00	\$14.00	\$7,000.00
1.01C	SELECT FOUNDATION MATERIAL (FM)	500	CY	\$75.00	\$37,500.00	\$70.00	\$35,000.00	\$100.00	\$50,000.00
1.02	GEOTEXTILE FABRIC	1,000	SY	\$1.00	\$1,000.00	\$3.20	\$3,200.00	\$2.50	\$2,500.00
1.03A	SWALE EXCAVATION	1,000	LF	\$6.00	\$6,000.00	\$6.00	\$6,000.00	\$7.00	\$7,000.00
1.03B	DITCH EXCAVATION	500	CY	\$10.00	\$5,000.00	\$8.00	\$4,000.00	\$10.00	\$5,000.00
1.03C	UNCLASSIFIED EXCAVATION (FM, LVM)	500	CY	\$4.00	\$2,000.00	\$8.00	\$4,000.00	\$10.00	\$5,000.00
1.03D	REMOVAL OF SAND & DEBRIS FROM PIPES, ALL SIZES	150	LF	\$5.00	\$750.00	\$15.00	\$2,250.00	\$20.00	\$3,000.00
1.04	GRADING	1,000	SY	\$2.00	\$2,000.00	\$1.30	\$1,300.00	\$2.00	\$2,000.00
1.05	FLOWABLE FILL 100 PSI, ALL DEPTHS (FM)	100	CY	\$150.00	\$15,000.00	\$180.00	\$18,000.00	\$150.00	\$15,000.00
1.06	NO. 57 LIMESTONE BASE COURSE, ALL THICKNESSES	500	CY	\$75.00	\$37,500.00	\$95.00	\$47,500.00	\$100.00	\$50,000.00
1.07	LIMESTONE BASE COURSE, ALL THICKNESSES, 95% ASTM D1557 (FM)	500	CY	\$75.00	\$37,500.00	\$95.00	\$47,500.00	\$100.00	\$50,000.00
1.08A	PIPE REMOVAL (4"-12")	1,000	LF	\$3.00	\$3,000.00	\$3.00	\$3,000.00	\$5.00	\$5,000.00
1.08B	PIPE REMOVAL (13"-24")	1,000	LF	\$4.00	\$4,000.00	\$5.00	\$5,000.00	\$10.00	\$10,000.00
1.08C	PIPE REMOVAL (25"-36") NOMINAL SIZE	750	LF	\$5.00	\$3,750.00	\$10.00	\$7,500.00	\$15.00	\$11,250.00
1.08D	PIPE REMOVAL (37"-60") NOMINAL SIZE	500	LF	\$7.00	\$3,500.00	\$16.00	\$8,000.00	\$20.00	\$10,000.00
2.01A	4" I.D. PVC WATER PIPE (36" COVER)	500	LF	\$28.00	\$14,000.00	\$16.70	\$8,350.00	\$10.00	\$5,000.00
2.01B	6" I.D. PVC WATER PIPE (36" COVER)	250	LF	\$28.00	\$7,000.00	\$21.70	\$5,425.00	\$14.00	\$3,500.00
2.01C	8" I.D. PVC WATER PIPE (36" COVER)	1,000	LF	\$28.00	\$28,000.00	\$25.70	\$25,700.00	\$18.00	\$18,000.00
2.01D	10" I.D. PVC WATER PIPE (36" COVER)	250	LF	\$32.00	\$8,000.00	\$30.40	\$7,600.00	\$25.00	\$6,250.00
2.01E	12" I.D. PVC WATER PIPE (36" COVER)	250	LF	\$36.00	\$9,000.00	\$36.30	\$9,075.00	\$30.00	\$7,500.00
2.01F	16" I.D. PVC WATER PIPE (36" COVER)	250	LF	\$40.00	\$10,000.00	\$54.40	\$13,600.00	\$52.00	\$13,000.00
2.01G	6" DIAMETER DUCTILE IRON PIPE (36" COVER)	250	LF	\$40.00	\$10,000.00	\$36.60	\$9,150.00	\$25.00	\$6,250.00
2.01H	8" DIAMETER DUCTILE IRON PIPE (36" COVER)	500	LF	\$42.00	\$21,000.00	\$41.40	\$20,700.00	\$33.00	\$16,500.00

GULFPORT REPAIR & REPLACEMENT UNIT PRICE PROJECT - 2017

CONTRACTOR'S BID TABULATION
BIDS RECEIVED JUNE 6, 2017 UNTIL 10:00 A.M. LOCAL TIME
BY THE CITY OF GULFPORT PROCUREMENT DEPARTMENT,
1410 24th AVENUE, GULFPORT, MS 39501

CERTIFICATE OF RESPONSIBILITY ADDENDUM RECEIVED AND ACKNOWLEDGED																			
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	DNA UNDERGROUND, LLC		SCI, INC.		KNOWLES CONSTRUCTION, INC.		TWIN L CONSTRUCTION, INC.									
				16101 S. SWAN ROAD GULFPORT, MS 39503 20907-SC YES	UNIT PRICE	EXTENSION	UNIT PRICE	13520 OLD HIGHWAY 67 BILOXI, MS 39532 04939-MC YES	UNIT PRICE	EXTENSION	UNIT PRICE	17581 OLD HIGHWAY 49 SAUCIER, MS 39574 11798-MC YES	UNIT PRICE	EXTENSION	UNIT PRICE	8292 FIRETOWER ROAD PASS CHRISTIAN, MS 39571 08365-MC NO	UNIT PRICE	EXTENSION	UNIT PRICE
2.01I	10" DIAMETER DUCTILE IRON PIPE (36" COVER)	500	LF		\$46.00	\$23,000.00			\$48.00	\$24,000.00			\$40.00	\$20,000.00		\$45.80	\$22,900.00		
2.01J	12" DIAMETER DUCTILE IRON PIPE (36" COVER)	250	LF		\$52.00	\$13,000.00			\$56.50	\$14,125.00			\$50.00	\$12,500.00		\$57.70	\$14,425.00		
2.01K	14" DIAMETER DUCTILE IRON PIPE (36" COVER)	250	LF		\$80.00	\$15,000.00			\$83.20	\$15,800.00			\$62.00	\$15,500.00		\$72.00	\$18,000.00		
2.01L	16" DIAMETER DUCTILE IRON PIPE (36" COVER)	250	LF		\$80.00	\$20,000.00			\$73.00	\$18,250.00			\$70.00	\$17,500.00		\$82.00	\$20,500.00		
2.01M	18" DIAMETER DUCTILE IRON PIPE (36" COVER)	250	LF		\$84.00	\$21,000.00			\$89.60	\$22,400.00			\$75.00	\$18,750.00		\$101.70	\$25,425.00		
2.01N	20" DIAMETER DUCTILE IRON PIPE (36" COVER)	250	LF		\$90.00	\$22,500.00			\$101.20	\$25,300.00			\$85.00	\$21,250.00		\$108.85	\$27,212.50		
2.01O	24" DIAMETER DUCTILE IRON PIPE (36" COVER)	250	LF		\$125.00	\$31,250.00			\$127.20	\$31,800.00			\$110.00	\$27,500.00		\$146.90	\$36,725.00		
2.01P	DUCTILE IRON FITTINGS, ALL TYPES	10	TONS		\$4,200.00	\$42,000.00			\$16,640.00	\$166,400.00			\$10,000.00	\$100,000.00		\$2,378.90	\$23,789.00		
2.01Q	ADDITIONAL COMPENSATION FOR DEEPER WATER MAIN BURY DEPTH (UP TO 6')	500	LF		\$10.00	\$5,000.00			\$5.00	\$2,500.00			\$6.00	\$3,000.00		\$7.15	\$3,575.00		
2.02A	2" WATER TUBING	300	LF		\$20.00	\$6,000.00			\$13.30	\$3,990.00			\$6.00	\$1,800.00		\$4.15	\$1,245.00		
2.03A	¾" WATER SERVICES	500	LF		\$10.00	\$5,000.00			\$27.10	\$13,550.00			\$15.00	\$7,500.00		\$21.40	\$10,700.00		
2.03B	1" WATER SERVICES	500	LF		\$10.00	\$5,000.00			\$31.20	\$15,600.00			\$18.00	\$9,000.00		\$24.80	\$12,400.00		
2.03C	2" WATER SERVICES	100	LF		\$20.00	\$2,000.00			\$32.70	\$3,270.00			\$25.00	\$2,500.00		\$27.35	\$2,735.00		
2.04	3-WAY FIRE HYDRANT ASSEMBLY	10	EA		\$5,500.00	\$55,000.00			\$3,685.80	\$36,858.00			\$4,500.00	\$45,000.00		\$4,460.40	\$44,604.00		
2.05A	¾"-2" WATER VALVE	10	EA		\$500.00	\$5,000.00			\$86.00	\$860.00			\$300.00	\$3,000.00		\$146.30	\$1,463.00		
2.05B	4" WATER VALVE	5	EA		\$600.00	\$3,000.00			\$694.40	\$3,472.00			\$700.00	\$3,500.00		\$832.80	\$4,163.00		
2.05C	6" WATER VALVE	10	EA		\$1,000.00	\$10,000.00			\$868.80	\$8,688.00			\$850.00	\$8,500.00		\$1,070.50	\$10,705.00		
2.05D	8" WATER VALVE	10	EA		\$1,200.00	\$12,000.00			\$1,257.60	\$12,576.00			\$1,300.00	\$13,000.00		\$1,665.20	\$16,652.00		
2.05E	10" WATER VALVE	10	EA		\$1,500.00	\$15,000.00			\$2,032.00	\$20,320.00			\$2,000.00	\$20,000.00		\$2,378.90	\$23,789.00		
2.05F	12" WATER VALVE	3	EA		\$1,800.00	\$5,400.00			\$2,417.60	\$7,252.80			\$2,500.00	\$7,500.00		\$2,973.70	\$8,921.10		
2.06	WATER VALVE BOX, ALL SIZES AND DEPTHS	25	EA		\$65.00	\$1,625.00			\$168.90	\$4,222.50			\$160.00	\$4,000.00		\$190.30	\$4,757.50		
2.07A	6" x 6" TAPPING SLEEVE AND VALVE	10	EA		\$1,800.00	\$18,000.00			\$2,147.20	\$21,472.00			\$2,200.00	\$22,000.00		\$2,616.80	\$26,168.00		
2.07B	8" x 8" TAPPING SLEEVE AND VALVE	10	EA		\$2,000.00	\$20,000.00			\$2,924.80	\$29,248.00			\$3,300.00	\$33,000.00		\$3,568.30	\$35,683.00		
2.07C	8" x 6" TAPPING SLEEVE AND VALVE	10	EA		\$1,800.00	\$18,000.00			\$2,132.80	\$21,328.00			\$2,300.00	\$23,000.00		\$2,735.70	\$27,357.00		

GULFPORT REPAIR & REPLACEMENT UNIT PRICE PROJECT - 2017

CONTRACTOR'S BID TABULATION
BIDS RECEIVED JUNE 6, 2017 UNTIL 10:00 A.M., LOCAL TIME
BY THE CITY OF GULFPORT PROCUREMENT DEPARTMENT,
1410 24th AVENUE, GULFPORT, MS 39501

CERTIFICATE OF RESPONSIBILITY ADDENDUM RECEIVED AND ACKNOWLEDGED															
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	DNA UNDERGROUND, LLC 16104 S. SWAN ROAD GULFPORT, MS 39503 20907-SC			SCI, INC. 13520 OLD HIGHWAY 67 BILOXI, MS 39532 04939-MC			KNOWLES CONSTRUCTION, INC. 17581 OLD HIGHWAY 49 SAUCIER, MS 39574 11788-MC			TWIN L CONSTRUCTION, INC. 8292 FIRETOWER ROAD PASS CHRISTIAN, MS 39571 08385-MC		
				UNIT PRICE	EXTENSION		UNIT PRICE	EXTENSION		UNIT PRICE	EXTENSION		UNIT PRICE	EXTENSION	
2.07D	10" x 10" TAPPING SLEEVE AND VALVE	10	EA	\$2,300.00	\$23,000.00		\$3,876.80	\$38,768.00		\$4,000.00	\$40,000.00		\$4,757.70	\$47,577.00	
2.07E	10" x 8" TAPPING SLEEVE AND VALVE	10	EA	\$3,200.00	\$32,000.00		\$2,866.40	\$28,664.00		\$3,200.00	\$32,000.00		\$3,568.30	\$35,683.00	
2.07F	10" x 6" TAPPING SLEEVE AND VALVE	10	EA	\$3,200.00	\$32,000.00		\$2,145.60	\$21,456.00		\$2,700.00	\$27,000.00		\$2,973.55	\$29,735.50	
2.07G	12" x 12" TAPPING SLEEVE AND VALVE	10	EA	\$4,000.00	\$40,000.00		\$4,753.60	\$47,536.00		\$5,200.00	\$52,000.00		\$5,947.10	\$59,471.00	
2.07H	12" x 10" TAPPING SLEEVE AND VALVE	10	EA	\$4,000.00	\$40,000.00		\$4,089.20	\$40,992.00		\$4,600.00	\$46,000.00		\$5,352.40	\$53,524.00	
2.07I	12" x 8" TAPPING SLEEVE AND VALVE	10	EA	\$4,000.00	\$40,000.00		\$3,105.60	\$31,056.00		\$3,500.00	\$35,000.00		\$4,163.00	\$41,630.00	
2.08A	6" INSERTA VALVE	1	EA	\$9,000.00	\$9,000.00		\$8,325.00	\$8,325.00		\$10,000.00	\$10,000.00		\$9,516.00	\$9,516.00	
2.08B	8" INSERTA VALVE	1	EA	\$10,000.00	\$10,000.00		\$9,225.00	\$9,225.00		\$12,000.00	\$12,000.00		\$11,895.00	\$11,895.00	
2.08C	10" INSERTA VALVE	1	EA	\$12,500.00	\$12,500.00		\$13,905.00	\$13,905.00		\$15,000.00	\$15,000.00		\$38,062.00	\$38,062.00	
2.08D	12" INSERTA VALVE	1	EA	\$16,000.00	\$16,000.00		\$16,197.00	\$16,197.00		\$18,000.00	\$18,000.00		\$39,251.00	\$39,251.00	
2.09A	1" HDPE PIPE (HDD)	100	LF	\$40.00	\$4,000.00		\$11.60	\$1,160.00		\$50.00	\$5,000.00		\$59.50	\$5,950.00	
2.09B	2" HDPE PIPE (HDD)	100	LF	\$40.00	\$4,000.00		\$12.30	\$1,230.00		\$50.00	\$5,000.00		\$59.50	\$5,950.00	
2.09C	4" HDPE PIPE (HDD)	100	LF	\$48.00	\$4,800.00		\$16.20	\$1,620.00		\$60.00	\$6,000.00		\$59.50	\$5,950.00	
2.09D	6" HDPE PIPE (HDD)	100	LF	\$60.00	\$6,000.00		\$22.10	\$2,210.00		\$70.00	\$7,000.00		\$71.40	\$7,140.00	
2.09E	8" HDPE PIPE (HDD)	100	LF	\$80.00	\$8,000.00		\$29.00	\$2,900.00		\$100.00	\$10,000.00		\$93.40	\$9,340.00	
2.09F	10" HDPE PIPE (HDD)	100	LF	\$100.00	\$10,000.00		\$37.50	\$3,750.00		\$110.00	\$11,000.00		\$117.15	\$11,715.00	
2.09G	1" HDPE TRANSITION FITTING	2	EA	\$100.00	\$200.00		\$72.90	\$145.80		\$100.00	\$200.00		\$116.60	\$233.20	
2.09H	2" HDPE TRANSITION FITTING	2	EA	\$200.00	\$400.00		\$210.00	\$420.00		\$300.00	\$600.00		\$357.00	\$714.00	
2.09I	4" HDPE TRANSITION FITTING	2	EA	\$300.00	\$600.00		\$314.00	\$628.00		\$400.00	\$800.00		\$446.50	\$893.00	
2.09J	6" HDPE TRANSITION FITTING	2	EA	\$400.00	\$800.00		\$406.00	\$812.00		\$550.00	\$1,300.00		\$535.50	\$1,071.00	
2.09K	8" HDPE TRANSITION FITTING	2	EA	\$500.00	\$1,000.00		\$476.00	\$956.00		\$750.00	\$1,500.00		\$956.00	\$1,900.00	
2.09L	10" HDPE TRANSITION FITTING	2	EA	\$600.00	\$1,200.00		\$734.00	\$1,468.00		\$850.00	\$1,700.00		\$981.50	\$1,963.00	
3.01A	8" PVC SEWER PIPE (0'-6')	2,000	LF	\$36.00	\$72,000.00		\$21.90	\$43,800.00		\$18.00	\$36,000.00		\$19.03	\$38,060.00	
3.01B	8" PVC SEWER PIPE (6'-8')	2,000	LF	\$38.00	\$76,000.00		\$28.60	\$57,200.00		\$22.00	\$44,000.00		\$23.80	\$47,600.00	
3.01C	8" PVC SEWER PIPE (8'-10')	2,000	LF	\$42.00	\$84,000.00		\$33.10	\$66,200.00		\$28.00	\$56,000.00		\$31.50	\$63,000.00	

GULFPORT REPAIR & REPLACEMENT UNIT PRICE PROJECT - 2017

CONTRACTOR'S BID TABULATION
BIDS RECEIVED JUNE 6, 2017 UNTIL 10:00 A.M., LOCAL TIME
BY THE CITY OF GULFPORT PROCUREMENT DEPARTMENT,
1410 24th AVENUE, GULFPORT, MS 39501

OWNER: CITY OF GULFPORT
ENGINEER: BROWN, MITCHELL & ALEXANDER, INC.
BMA PROJECT #13-3383A-28

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	DNA UNDERGROUND, LLC			SCI, INC.			KNOWLES CONSTRUCTION, INC.			TWIN L CONSTRUCTION, INC.		
				16101 S. SWAN ROAD GULFPORT, MS 39503 20907-SC YES	UNIT PRICE	EXTENSION	13520 OLD HIGHWAY 67 BILOXI, MS 39532 04939-MC YES	UNIT PRICE	EXTENSION	17581 OLD HIGHWAY 49 SAUCIER, MS 39574 11798-MC YES	UNIT PRICE	EXTENSION	8222 FIRETOWER ROAD PASS CHRISTIAN, MS 39571 08385-MC NO**	UNIT PRICE	EXTENSION
3.01D	8" PVC SEWER PIPE (10'-12')	500	LF		\$50.00	\$25,000.00		\$37.60	\$18,800.00		\$50.00	\$25,000.00		\$45.80	\$22,900.00
3.01E	8" PVC SEWER PIPE (12'-14')	500	LF		\$95.00	\$32,500.00		\$43.60	\$21,800.00		\$60.00	\$30,000.00		\$57.70	\$28,850.00
3.01F	8" PVC SEWER PIPE (14'-16')	100	LF		\$70.00	\$7,000.00		\$56.10	\$5,610.00		\$100.00	\$10,000.00		\$116.60	\$11,660.00
3.01G	8" PVC SEWER PIPE (16'-18')	100	LF		\$90.00	\$9,000.00		\$81.10	\$8,110.00		\$130.00	\$13,000.00		\$131.45	\$13,145.00
3.01H	8" PVC SEWER PIPE (18'-20')	100	LF		\$120.00	\$12,000.00		\$116.10	\$11,610.00		\$160.00	\$16,000.00		\$143.35	\$14,335.00
3.01I	10" PVC SEWER PIPE (0'-6')	2,000	LF		\$36.00	\$72,000.00		\$25.20	\$50,400.00		\$25.00	\$50,000.00		\$30.35	\$60,700.00
3.01J	10" PVC SEWER PIPE (6'-8')	2,000	LF		\$40.00	\$80,000.00		\$32.00	\$64,000.00		\$33.00	\$66,000.00		\$33.90	\$67,800.00
3.01K	10" PVC SEWER PIPE (8'-10')	1,500	LF		\$55.00	\$82,500.00		\$37.60	\$56,400.00		\$35.00	\$52,500.00		\$36.30	\$54,450.00
3.01L	10" PVC SEWER PIPE (10'-12')	500	LF		\$60.00	\$30,000.00		\$44.10	\$22,050.00		\$50.00	\$25,000.00		\$51.75	\$25,875.00
3.01M	10" PVC SEWER PIPE (12'-14')	500	LF		\$65.00	\$32,500.00		\$50.40	\$25,200.00		\$100.00	\$50,000.00		\$63.65	\$31,825.00
3.01N	10" PVC SEWER PIPE (14'-16')	100	LF		\$70.00	\$7,000.00		\$59.50	\$5,950.00		\$125.00	\$12,500.00		\$129.05	\$12,905.00
3.01O	10" PVC SEWER PIPE (16'-18')	100	LF		\$90.00	\$9,000.00		\$72.00	\$7,200.00		\$140.00	\$14,000.00		\$136.80	\$13,680.00
3.01P	10" PVC SEWER PIPE (18'-20')	100	LF		\$130.00	\$13,000.00		\$119.50	\$11,950.00		\$165.00	\$16,500.00		\$148.70	\$14,870.00
3.01Q	12" PVC SEWER PIPE (0'-6')	500	LF		\$42.00	\$21,000.00		\$31.40	\$15,700.00		\$28.00	\$14,000.00		\$27.95	\$13,975.00
3.01R	12" PVC SEWER PIPE (6'-8')	500	LF		\$45.00	\$22,500.00		\$40.40	\$20,200.00		\$35.00	\$17,500.00		\$36.30	\$18,150.00
3.01S	12" PVC SEWER PIPE (8'-10')	500	LF		\$55.00	\$27,500.00		\$49.40	\$24,700.00		\$40.00	\$20,000.00		\$41.65	\$20,825.00
3.01T	12" PVC SEWER PIPE (10'-12')	500	LF		\$65.00	\$32,500.00		\$58.40	\$29,200.00		\$50.00	\$25,000.00		\$54.70	\$27,350.00
3.01U	12" PVC SEWER PIPE (12'-14')	500	LF		\$75.00	\$37,500.00		\$62.90	\$31,450.00		\$110.00	\$55,000.00		\$93.25	\$41,625.00
3.01V	12" PVC SEWER PIPE (14'-16')	100	LF		\$85.00	\$8,500.00		\$88.40	\$8,840.00		\$125.00	\$12,500.00		\$140.95	\$14,095.00
3.01W	12" PVC SEWER PIPE (16'-18')	100	LF		\$100.00	\$10,000.00		\$123.40	\$12,340.00		\$150.00	\$15,000.00		\$146.90	\$14,690.00
3.01X	12" PVC SEWER PIPE (18'-20')	100	LF		\$140.00	\$14,000.00		\$150.90	\$15,090.00		\$175.00	\$17,500.00		\$154.65	\$15,465.00
3.01Y	15" PVC SEWER PIPE (0'-6')	500	LF		\$50.00	\$25,000.00		\$38.30	\$19,150.00		\$40.00	\$20,000.00		\$39.25	\$19,625.00
3.01Z	15" PVC SEWER PIPE (6'-8')	500	LF		\$60.00	\$30,000.00		\$40.30	\$20,150.00		\$45.00	\$22,500.00		\$47.60	\$23,800.00
3.01AA	15" PVC SEWER PIPE (8'-10')	500	LF		\$75.00	\$37,500.00		\$52.50	\$26,250.00		\$50.00	\$25,000.00		\$54.15	\$27,075.00
3.01BB	15" PVC SEWER PIPE (10'-12')	500	LF		\$95.00	\$47,500.00		\$59.50	\$29,750.00		\$60.00	\$30,000.00		\$63.65	\$31,825.00

GULFPORT REPAIR & REPLACEMENT UNIT PRICE PROJECT - 2017

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BY THE CITY OF GULFPORT PROCUREMENT DEPARTMENT,
1410 24th AVENUE, GULFPORT, MS 39501

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	DNA UNDERGROUND, LLC			SCI, INC.			KNOWLES CONSTRUCTION, INC.			TWIN L CONSTRUCTION, INC.		
				UNIT PRICE	EXTENSION	UNIT PRICE	UNIT PRICE	EXTENSION	UNIT PRICE	UNIT PRICE	EXTENSION	UNIT PRICE	UNIT PRICE	EXTENSION	UNIT PRICE
3.01CC	15" PVC SEWER PIPE (12'-14')	500	LF	\$105.00	\$52,500.00	\$70.30	\$35,150.00	\$55,000.00	\$110.00	\$55,000.00	\$93.40	\$46,700.00	\$158.80	\$15,880.00	\$158.80
3.01DD	15" PVC SEWER PIPE (14'-16')	100	LF	\$125.00	\$12,500.00	\$75.90	\$7,590.00	\$13,500.00	\$135.00	\$13,500.00	\$158.80	\$15,880.00	\$164.80	\$16,480.00	\$164.80
3.01EE	15" PVC SEWER PIPE (16'-18')	100	LF	\$130.00	\$13,000.00	\$82.80	\$8,280.00	\$15,500.00	\$155.00	\$15,500.00	\$172.50	\$17,250.00	\$172.50	\$17,250.00	\$172.50
3.01FF	15" PVC SEWER PIPE (18'-20')	100	LF	\$145.00	\$14,500.00	\$112.00	\$11,200.00	\$18,500.00	\$185.00	\$18,500.00	\$172.50	\$17,250.00	\$172.50	\$17,250.00	\$172.50
3.01GG	18" PVC SEWER PIPE (0'-6')	250	LF	\$60.00	\$15,000.00	\$54.60	\$13,650.00	\$32,500.00	\$65.00	\$32,500.00	\$63.65	\$15,912.50	\$63.65	\$15,912.50	\$63.65
3.01HH	18" PVC SEWER PIPE (6'-8')	500	LF	\$65.00	\$32,500.00	\$57.10	\$28,550.00	\$30,100.00	\$60.20	\$30,100.00	\$57.10	\$28,550.00	\$57.10	\$28,550.00	\$57.10
3.01II	18" PVC SEWER PIPE (8'-10')	500	LF	\$80.00	\$40,000.00	\$70.60	\$35,300.00	\$100.00	\$100.00	\$100.00	\$89.20	\$44,600.00	\$89.20	\$44,600.00	\$89.20
3.01JJ	18" PVC SEWER PIPE (10'-12')	500	LF	\$90.00	\$45,000.00	\$82.10	\$41,050.00	\$125.00	\$125.00	\$125.00	\$82.10	\$41,050.00	\$82.10	\$41,050.00	\$82.10
3.01KK	18" PVC SEWER PIPE (12'-14')	500	LF	\$110.00	\$55,000.00	\$94.60	\$47,300.00	\$165.00	\$165.00	\$165.00	\$94.60	\$47,300.00	\$94.60	\$47,300.00	\$94.60
3.01LL	18" PVC SEWER PIPE (14'-16')	100	LF	\$120.00	\$12,000.00	\$123.80	\$12,380.00	\$200.00	\$200.00	\$200.00	\$123.80	\$12,380.00	\$123.80	\$12,380.00	\$123.80
3.01MM	18" PVC SEWER PIPE (16'-18')	100	LF	\$130.00	\$13,000.00	\$154.30	\$15,430.00	\$200.00	\$200.00	\$200.00	\$154.30	\$15,430.00	\$154.30	\$15,430.00	\$154.30
3.01NN	18" PVC SEWER PIPE (18'-20')	100	LF	\$140.00	\$14,000.00	\$171.90	\$17,190.00	\$200.00	\$200.00	\$200.00	\$171.90	\$17,190.00	\$171.90	\$17,190.00	\$171.90
3.01OO	21" PVC SEWER PIPE (0'-6')	100	LF	\$50.00	\$5,000.00	\$75.80	\$7,580.00	\$85.00	\$85.00	\$85.00	\$75.80	\$7,580.00	\$75.80	\$7,580.00	\$75.80
3.01PP	21" PVC SEWER PIPE (6'-8')	100	LF	\$55.00	\$5,500.00	\$81.50	\$8,150.00	\$85.00	\$85.00	\$85.00	\$81.50	\$8,150.00	\$81.50	\$8,150.00	\$81.50
3.01QQ	21" PVC SEWER PIPE (8'-10')	100	LF	\$60.00	\$6,000.00	\$86.90	\$8,690.00	\$95.00	\$95.00	\$95.00	\$86.90	\$8,690.00	\$86.90	\$8,690.00	\$86.90
3.01RR	21" PVC SEWER PIPE (10'-12')	100	LF	\$65.00	\$6,500.00	\$99.40	\$9,940.00	\$105.00	\$105.00	\$105.00	\$99.40	\$9,940.00	\$99.40	\$9,940.00	\$99.40
3.01SS	21" PVC SEWER PIPE (12'-14')	100	LF	\$80.00	\$8,000.00	\$111.90	\$11,190.00	\$175.00	\$175.00	\$175.00	\$111.90	\$11,190.00	\$111.90	\$11,190.00	\$111.90
3.01TT	21" PVC SEWER PIPE (14'-16')	100	LF	\$100.00	\$10,000.00	\$141.00	\$14,100.00	\$190.00	\$190.00	\$190.00	\$141.00	\$14,100.00	\$141.00	\$14,100.00	\$141.00
3.01UU	21" PVC SEWER PIPE (16'-18')	100	LF	\$150.00	\$15,000.00	\$166.90	\$16,690.00	\$210.00	\$210.00	\$210.00	\$166.90	\$16,690.00	\$166.90	\$16,690.00	\$166.90
3.01VV	21" PVC SEWER PIPE (18'-20')	100	LF	\$165.00	\$16,500.00	\$134.70	\$13,470.00	\$210.00	\$210.00	\$210.00	\$134.70	\$13,470.00	\$134.70	\$13,470.00	\$134.70
3.01WW	24" PVC SEWER PIPE (0'-6')	100	LF	\$70.00	\$7,000.00	\$139.10	\$13,910.00	\$95.00	\$95.00	\$95.00	\$139.10	\$13,910.00	\$139.10	\$13,910.00	\$139.10
3.01XX	24" PVC SEWER PIPE (6'-8')	100	LF	\$75.00	\$7,500.00	\$145.60	\$14,560.00	\$105.00	\$105.00	\$105.00	\$145.60	\$14,560.00	\$145.60	\$14,560.00	\$145.60
3.01YY	24" PVC SEWER PIPE (8'-10')	100	LF	\$80.00	\$8,000.00	\$161.90	\$16,190.00	\$115.00	\$115.00	\$115.00	\$161.90	\$16,190.00	\$161.90	\$16,190.00	\$161.90
3.01ZZ	24" PVC SEWER PIPE (10'-12')	100	LF	\$85.00	\$8,500.00	\$166.60	\$16,660.00	\$145.00	\$145.00	\$145.00	\$166.60	\$16,660.00	\$166.60	\$16,660.00	\$166.60
3.01AAA	24" PVC SEWER PIPE (12'-14')	100	LF	\$90.00	\$9,000.00										

GULFPORT REPAIR & REPLACEMENT UNIT PRICE PROJECT - 2017

CONTRACTOR'S BID TABULATION
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BY THE CITY OF GULFPORT PROCUREMENT DEPARTMENT,
1410 24th AVENUE, GULFPORT, MS 39501

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	DNA UNDERGROUND, LLC			SCL INC.			KNOWLES CONSTRUCTION, INC.			TWIN L CONSTRUCTION, INC.		
				UNIT PRICE	EXTENSION	YES	UNIT PRICE	EXTENSION	YES	UNIT PRICE	EXTENSION	YES	UNIT PRICE	EXTENSION	NO**
3.0188B	24" PVC SEWER PIPE (14'-16')	100	LF	\$100.00	\$10,000.00		\$182.40	\$18,240.00		\$185.00	\$18,500.00		\$220.05	\$22,005.00	
3.01CCC	24" PVC SEWER PIPE (16'-18')	100	LF	\$135.00	\$13,500.00		\$202.70	\$20,270.00		\$210.00	\$21,000.00		\$237.90	\$23,790.00	
3.01DDD	24" PVC SEWER PIPE (18'-20')	100	LF	\$145.00	\$14,500.00		\$248.50	\$24,850.00		\$240.00	\$24,000.00		\$261.70	\$26,170.00	
3.01EEE	30" PVC SEWER PIPE (0'-6')	100	LF	\$60.00	\$6,000.00		\$187.00	\$18,700.00		\$140.00	\$14,000.00		\$104.10	\$10,410.00	
3.01FFF	30" PVC SEWER PIPE (6'-8')	100	LF	\$70.00	\$7,000.00		\$192.00	\$19,200.00		\$155.00	\$15,500.00		\$116.00	\$11,600.00	
3.01GGG	30" PVC SEWER PIPE (8'-10')	100	LF	\$80.00	\$8,000.00		\$199.50	\$19,950.00		\$165.00	\$16,500.00		\$127.90	\$12,790.00	
3.01HHH	30" PVC SEWER PIPE (10'-12')	100	LF	\$90.00	\$9,000.00		\$212.00	\$21,200.00		\$185.00	\$18,500.00		\$139.75	\$13,975.00	
3.01III	30" PVC SEWER PIPE (12'-14')	100	LF	\$100.00	\$10,000.00		\$224.50	\$22,450.00		\$200.00	\$20,000.00		\$151.65	\$15,165.00	
3.01JJJ	30" PVC SEWER PIPE (14'-16')	100	LF	\$125.00	\$12,500.00		\$253.70	\$25,370.00		\$235.00	\$23,500.00		\$163.55	\$16,355.00	
3.01KKK	30" PVC SEWER PIPE (16'-18')	100	LF	\$140.00	\$14,000.00		\$272.00	\$27,200.00		\$255.00	\$25,500.00		\$178.40	\$17,840.00	
3.01LLL	30" PVC SEWER PIPE (18'-20')	100	LF	\$160.00	\$16,000.00		\$345.40	\$34,540.00		\$300.00	\$30,000.00		\$237.90	\$23,790.00	
3.01MMM	36" PVC SEWER PIPE (0'-6')	100	LF	\$100.00	\$10,000.00		\$241.70	\$24,170.00		\$180.00	\$18,000.00		\$339.60	\$33,960.00	
3.01NNN	36" PVC SEWER PIPE (6'-8')	100	LF	\$110.00	\$11,000.00		\$248.60	\$24,860.00		\$195.00	\$19,500.00	*	\$350.90	\$35,090.00	
3.01OOO	36" PVC SEWER PIPE (8'-10')	100	LF	\$120.00	\$12,000.00		\$259.30	\$25,930.00		\$205.00	\$20,500.00		\$356.85	\$35,685.00	
3.01PPP	36" PVC SEWER PIPE (10'-12')	100	LF	\$200.00	\$20,000.00		\$270.40	\$27,040.00		\$230.00	\$23,000.00		\$374.70	\$37,470.00	
3.01QQQ	36" PVC SEWER PIPE (12'-14')	100	LF	\$210.00	\$21,000.00		\$287.90	\$28,790.00		\$250.00	\$25,000.00		\$378.25	\$37,825.00	
3.01RRR	36" PVC SEWER PIPE (14'-16')	100	LF	\$220.00	\$22,000.00		\$301.00	\$30,100.00		\$275.00	\$27,500.00		\$380.65	\$38,065.00	
3.01SSS	36" PVC SEWER PIPE (16'-18')	100	LF	\$230.00	\$23,000.00		\$319.30	\$31,930.00		\$300.00	\$30,000.00		\$386.60	\$38,660.00	
3.01TTT	36" PVC SEWER PIPE (18'-20')	100	LF	\$340.00	\$34,000.00		\$392.60	\$39,260.00		\$350.00	\$35,000.00		\$416.30	\$41,630.00	
3.02A	8" DUCTILE IRON SEWER PIPE (0'-6' FT. CUT)	200	LF	\$65.00	\$13,000.00		\$60.40	\$12,080.00		\$50.00	\$10,000.00		\$309.85	\$61,970.00	
3.02B	10" DUCTILE IRON SEWER PIPE (0'-6' FT. CUT)	100	LF	\$75.00	\$7,500.00		\$71.10	\$7,110.00		\$64.00	\$6,400.00		\$333.65	\$33,365.00	
3.02C	12" DUCTILE IRON SEWER PIPE (0'-6' FT. CUT)	100	LF	\$100.00	\$10,000.00		\$82.50	\$8,250.00		\$75.00	\$7,500.00		\$369.30	\$36,930.00	
3.02D	15" DUCTILE IRON SEWER PIPE (0'-6' FT. CUT)	100	LF	\$120.00	\$12,000.00		\$110.20	\$11,020.00		\$100.00	\$10,000.00		\$416.90	\$41,690.00	
3.02E	18" DUCTILE IRON SEWER PIPE (0'-6' FT. CUT)	100	LF	\$130.00	\$13,000.00		\$126.20	\$12,620.00		\$140.00	\$14,000.00		\$476.40	\$47,640.00	

GULFPORT REPAIR & REPLACEMENT UNIT PRICE PROJECT - 2017

OWNER: CITY OF GULFPORT
ENGINEER: BROWN, MITCHELL & ALEXANDER, INC.
BMA PROJECT #13-3383A-28

CONTRACTOR'S BID TABULATION

BIDS RECEIVED JUNE 6, 2017 UNTIL 10:00 A.M., LOCAL TIME
BY THE CITY OF GULFPORT PROCUREMENT DEPARTMENT,
1410 24th AVENUE, GULFPORT, MS 39501

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	DNA UNDERGROUND, LLC			SCI, INC.			KNOWLES CONSTRUCTION, INC.			TWIN L CONSTRUCTION, INC.		
				UNIT PRICE	EXTENSION	YES	UNIT PRICE	EXTENSION	YES	UNIT PRICE	EXTENSION	YES	UNIT PRICE	EXTENSION	NO**
3.02F	24" DUCTILE IRON SEWER PIPE (0'-6' FT. CUT)	100	LF	\$150.00	\$15,000.00		\$176.70	\$17,670.00		\$160.00	\$16,000.00		\$595.30	\$59,530.00	
3.03A	8" HDPE DIRECTIONAL BORE ON GRADE (1'-10')	250	LF	\$100.00	\$25,000.00		\$242.60	\$60,650.00		\$70.00	\$17,500.00		\$149.30	\$37,325.00	
3.03B	8" HDPE DIRECTIONAL BORE ON GRADE (10'-20')	250	LF	\$140.00	\$35,000.00		\$259.80	\$64,950.00		\$90.00	\$22,500.00		\$177.80	\$44,450.00	
3.03C	10" HDPE DIRECTIONAL BORE ON GRADE (1'-10')	250	LF	\$180.00	\$40,000.00		\$257.80	\$64,450.00		\$90.00	\$22,500.00		\$179.00	\$44,750.00	
3.03D	10" HDPE DIRECTIONAL BORE ON GRADE (10'-20')	250	LF	\$170.00	\$42,500.00		\$275.00	\$68,750.00		\$110.00	\$27,500.00		\$232.55	\$58,137.50	
3.03E	12" HDPE DIRECTIONAL BORE ON GRADE (1'-10')	100	LF	\$200.00	\$20,000.00		\$280.50	\$28,050.00		\$120.00	\$12,000.00		\$237.90	\$23,790.00	
3.03F	12" HDPE DIRECTIONAL BORE ON GRADE (10'-20')	100	LF	\$210.00	\$21,000.00		\$303.50	\$30,350.00		\$150.00	\$15,000.00		\$297.95	\$29,795.00	
3.04A	4" SEWER SERVICE (INCLUDE CLEANOUT AND PAD)	1,000	LF	\$20.00	\$20,000.00		\$36.20	\$36,200.00		\$80.00	\$80,000.00		\$202.20	\$202,200.00	
3.04B	6" SEWER SERVICE (INCLUDE CLEANOUT AND PAD)	2,500	LF	\$25.00	\$62,500.00		\$42.80	\$107,000.00		\$90.00	\$225,000.00		\$202.20	\$505,500.00	
3.05A	48" SEWER MANHOLE, 0'-4' CUT (INCLUDE CASTING)	20	EA	\$3,800.00	\$76,000.00		\$2,470.00	\$49,400.00		\$2,200.00	\$44,000.00		\$2,616.75	\$52,335.00	
3.05B	48" SEWER MANHOLE, 4'-1'-8'-0' CUT (INCLUDE CASTING)	20	EA	\$3,900.00	\$78,000.00		\$3,270.00	\$65,400.00		\$2,600.00	\$52,000.00		\$2,973.55	\$59,471.00	
3.05C	48" SEWER MANHOLE, 8'-1'-12'-0' CUT (INCLUDE CASTING)	20	EA	\$4,000.00	\$80,000.00		\$4,070.00	\$81,400.00		\$3,500.00	\$70,000.00		\$4,163.00	\$83,260.00	
3.05D	48" SEWER MANHOLE, 12'-1'-16'-0' CUT (INCLUDE CASTING)	5	EA	\$4,500.00	\$22,500.00		\$4,870.00	\$24,350.00		\$5,000.00	\$25,000.00		\$5,947.20	\$29,735.00	
3.05E	48" SEWER MANHOLE, 16'-1'-20'-0' CUT (INCLUDE CASTING)	5	EA	\$5,000.00	\$25,000.00		\$6,378.80	\$31,894.00		\$5,500.00	\$27,500.00		\$7,731.40	\$38,657.00	
3.05F	60" SEWER MANHOLE, 0'-4' CUT (INCLUDE CASTING)	5	EA	\$4,500.00	\$22,500.00		\$3,870.00	\$19,350.00		\$2,700.00	\$13,500.00		\$9,515.40	\$47,577.00	
3.05G	60" SEWER MANHOLE, 4'-1'-8'-0' CUT (INCLUDE CASTING)	5	EA	\$4,800.00	\$24,000.00		\$5,390.00	\$26,950.00		\$4,000.00	\$20,000.00		\$11,299.60	\$56,498.00	
3.05H	60" SEWER MANHOLE, 8'-1'-12'-0' CUT (INCLUDE CASTING)	5	EA	\$5,000.00	\$25,000.00		\$6,930.00	\$34,650.00		\$5,000.00	\$25,000.00		\$11,894.20	\$59,471.00	
3.05I	60" SEWER MANHOLE, 12'-1'-16'-0' CUT (INCLUDE CASTING)	5	EA	\$6,000.00	\$30,000.00		\$8,470.00	\$42,350.00		\$7,000.00	\$35,000.00		\$12,489.00	\$62,445.00	
3.05J	60" SEWER MANHOLE, 16'-1'-20'-0' CUT (INCLUDE CASTING)	5	EA	\$7,500.00	\$37,500.00		\$11,193.80	\$55,969.00		\$8,600.00	\$43,000.00		\$14,867.80	\$74,339.00	
3.06A	100% SOLIDS EPOXY, 48" SEWER MANHOLE	100	VF	\$210.00	\$21,000.00		\$236.00	\$23,600.00		\$350.00	\$35,000.00		\$594.70	\$59,470.00	
3.06B	100% SOLIDS EPOXY, 60" SEWER MANHOLE	100	VF	\$235.00	\$23,500.00		\$276.00	\$27,600.00		\$450.00	\$45,000.00		\$594.70	\$59,470.00	

GULFPORT REPAIR & REPLACEMENT UNIT PRICE PROJECT - 2017

CONTRACTOR'S BID TABULATION
BIDS RECEIVED JUNE 6, 2017 UNTIL 10:00 A.M., LOCAL TIME
BY THE CITY OF GULFPORT PROCUREMENT DEPARTMENT,
1410 24th AVENUE, GULFPORT, MS 39501

CERTIFICATE OF RESPONSIBILITY
ADDENDUM RECEIVED AND ACKNOWLEDGED

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	DNA UNDERGROUND, LLC			SCI, INC.			KNOWLES CONSTRUCTION, INC.			TWIN L CONSTRUCTION, INC.		
				UNIT PRICE	EXTENSION	YES	UNIT PRICE	EXTENSION	YES	UNIT PRICE	EXTENSION	YES	UNIT PRICE	EXTENSION	NO**
3.06C	100% SOLIDS EPOXY, CONCRETE STRUCTURES	1,000	SF	\$20.00	\$20,000.00		\$28.00	\$28,000.00		\$50.00	\$50,000.00		\$594.70	\$594,700.00	
4.01A	12" REINFORCED CONCRETE PIPE (6'-6")	100	LF	\$40.00	\$4,000.00		\$32.80	\$3,280.00		\$30.00	\$3,000.00		\$35.70	\$3,570.00	
4.01B	12" REINFORCED CONCRETE PIPE (6'-10")	100	LF	\$45.00	\$4,500.00		\$44.80	\$4,480.00		\$35.00	\$3,500.00		\$42.25	\$4,225.00	
4.01C	15" REINFORCED CONCRETE PIPE (6'-6")	1,000	LF	\$50.00	\$50,000.00		\$33.00	\$33,000.00		\$33.00	\$33,000.00	*	\$30.95	\$30,950.00	
4.01D	15" REINFORCED CONCRETE PIPE (6'-10")	1,000	LF	\$55.00	\$55,000.00		\$45.00	\$45,000.00		\$38.00	\$38,000.00		\$40.45	\$40,450.00	
4.01E	18" REINFORCED CONCRETE PIPE (6'-6")	1,000	LF	\$60.00	\$60,000.00		\$36.10	\$36,100.00		\$35.00	\$35,000.00	*	\$35.70	\$35,700.00	
4.01F	18" REINFORCED CONCRETE PIPE (6'-10")	1,000	LF	\$65.00	\$65,000.00		\$48.10	\$48,100.00		\$40.00	\$40,000.00	*	\$42.80	\$42,800.00	
4.01G	21" REINFORCED CONCRETE PIPE (6'-6")	250	LF	\$45.00	\$11,250.00		\$46.50	\$11,625.00		\$42.00	\$10,500.00		\$48.20	\$12,050.00	
4.01H	21" REINFORCED CONCRETE PIPE (6'-10")	250	LF	\$50.00	\$12,500.00		\$57.00	\$14,250.00		\$48.00	\$12,000.00		\$55.30	\$13,825.00	
4.01I	24" REINFORCED CONCRETE PIPE (6'-6")	1,000	LF	\$90.00	\$90,000.00		\$45.00	\$45,000.00		\$44.00	\$44,000.00		\$50.55	\$50,550.00	
4.01J	24" REINFORCED CONCRETE PIPE (6'-10")	1,000	LF	\$95.00	\$95,000.00		\$57.00	\$57,000.00		\$50.00	\$50,000.00		\$59.50	\$59,500.00	
4.01K	30" REINFORCED CONCRETE PIPE (6'-6")	1,000	LF	\$65.00	\$65,000.00		\$57.50	\$57,500.00		\$56.00	\$56,000.00		\$67.20	\$67,200.00	
4.01L	30" REINFORCED CONCRETE PIPE (6'-10")	1,000	LF	\$70.00	\$70,000.00		\$70.90	\$70,900.00		\$62.00	\$62,000.00		\$71.95	\$71,950.00	
4.01M	36" REINFORCED CONCRETE PIPE (6'-6")	1,000	LF	\$80.00	\$80,000.00		\$70.20	\$70,200.00		\$80.00	\$80,000.00		\$95.15	\$95,150.00	
4.01N	36" REINFORCED CONCRETE PIPE (6'-10")	1,000	LF	\$85.00	\$85,000.00		\$85.20	\$85,200.00		\$85.00	\$85,000.00		\$101.10	\$101,100.00	
4.01O	42" REINFORCED CONCRETE PIPE (6'-6")	100	LF	\$85.00	\$8,500.00		\$85.20	\$8,520.00		\$100.00	\$10,000.00		\$107.50	\$10,750.00	*
4.01P	42" REINFORCED CONCRETE PIPE (6'-10")	100	LF	\$90.00	\$9,000.00		\$102.30	\$10,230.00		\$105.00	\$10,500.00		\$114.20	\$11,420.00	
4.01Q	48" REINFORCED CONCRETE PIPE (6'-6")	100	LF	\$100.00	\$10,000.00		\$106.00	\$10,600.00		\$130.00	\$13,000.00		\$146.90	\$14,690.00	
4.01R	48" REINFORCED CONCRETE PIPE (6'-10")	100	LF	\$110.00	\$11,000.00		\$127.70	\$12,770.00		\$135.00	\$13,500.00		\$166.50	\$16,650.00	
4.01S	54" REINFORCED CONCRETE PIPE (6'-6")	50	LF	\$150.00	\$7,500.00		\$137.60	\$6,880.00		\$160.00	\$8,000.00		\$190.30	\$9,515.00	
4.01T	54" REINFORCED CONCRETE PIPE (6'-10")	50	LF	\$160.00	\$8,000.00		\$152.60	\$7,630.00		\$180.00	\$9,000.00		\$214.10	\$10,705.00	
4.01U	60" REINFORCED CONCRETE PIPE (6'-6")	50	LF	\$160.00	\$8,000.00		\$151.20	\$7,560.00		\$180.00	\$9,000.00		\$214.70	\$10,735.00	
4.01V	60" REINFORCED CONCRETE PIPE (6'-10")	50	LF	\$170.00	\$8,500.00		\$180.40	\$9,020.00		\$200.00	\$10,000.00		\$248.80	\$12,490.00	
4.01W	11" X 18" REINFORCED CONCRETE ARCH PIPE (15" RND EQ.) (6'-6")	100	LF	\$40.00	\$4,000.00		\$38.20	\$3,820.00		\$34.00	\$3,400.00		\$38.10	\$3,810.00	
4.01X	11" X 18" REINFORCED CONCRETE ARCH PIPE (15" RND EQ.) (6'-10")	100	LF	\$45.00	\$4,500.00		\$50.20	\$5,020.00		\$40.00	\$4,000.00		\$47.60	\$4,760.00	

CONTRACTOR'S BID TABULATION

SEALS RECEIVED JUNE 6, 2017 UNTIL 10:00 A.M., LOCAL TIME
BY THE CITY OF GULFPORT PROCUREMENT DEPARTMENT,
1410 24th AVENUE, GULFPORT, MS 39501

CERTIFICATE OF RESPONSIBILITY

CERTIFICATE OF RESPONSIBILITY										TWIN L CONSTRUCTION, INC.									
ADDENDUM RECEIVED AND ACKNOWLEDGED										KNOWLES CONSTRUCTION, INC.									
DNA UNDERGROUND, LLC										SCI, INC.									
16101 S. SWAN ROAD										13520 OLD HIGHWAY 67									
GULFPORT, MS 39503										BILOXI, MS 39532									
20907-SC										04899-MC									
YES										YES									
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION				
.010Y	13" X 22" REINFORCED CONCRETE ARCH PIPE (18" RND EQ.) (0'-6")	100	LF	\$50.00	\$5,000.00	\$42.30	\$4,230.00	\$36.00	\$3,600.00	\$42.85	\$4,285.00	\$50.00	\$5,000.00	\$55.90	\$11,180.00				
.010Z	13" X 22" REINFORCED CONCRETE ARCH PIPE (18" RND EQ.) (6'-10")	100	LF	\$55.00	\$5,500.00	\$54.30	\$5,430.00	\$42.00	\$4,200.00	\$50.00	\$5,000.00	\$55.90	\$11,180.00	\$63.05	\$6,305.00				
.010AA	18" X 28" REINFORCED CONCRETE ARCH PIPE (24" RND EQ.) (0'-6")	200	LF	\$60.00	\$12,000.00	\$52.40	\$10,480.00	\$47.00	\$9,400.00	\$55.90	\$5,590.00	\$63.05	\$6,305.00	\$64.25	\$6,425.00				
.010BB	18" X 28" REINFORCED CONCRETE ARCH PIPE (24" RND EQ.) (6'-10")	100	LF	\$65.00	\$6,500.00	\$64.40	\$6,440.00	\$53.00	\$5,300.00	\$63.05	\$6,305.00	\$64.25	\$6,425.00	\$67.80	\$6,780.00				
.010CC	23" X 36" REINFORCED CONCRETE ARCH PIPE (30" RND EQ.) (0'-6")	100	LF	\$70.00	\$7,000.00	\$67.30	\$6,730.00	\$60.00	\$6,000.00	\$64.25	\$6,425.00	\$67.80	\$6,780.00	\$69.20	\$6,920.00				
.010DD	23" X 36" REINFORCED CONCRETE ARCH PIPE (30" RND EQ.) (6'-10")	100	LF	\$75.00	\$7,500.00	\$69.70	\$6,970.00	\$65.00	\$6,500.00	\$67.80	\$6,780.00	\$69.20	\$6,920.00	\$75.00	\$7,500.00				
.010EE	27" X 44" REINFORCED CONCRETE ARCH PIPE (36" RND EQ.) (0'-6")	100	LF	\$70.00	\$7,000.00	\$64.30	\$6,430.00	\$60.00	\$6,000.00	\$64.25	\$6,425.00	\$67.80	\$6,780.00	\$69.20	\$6,920.00				
.010FF	27" X 44" REINFORCED CONCRETE ARCH PIPE (36" RND EQ.) (6'-10")	100	LF	\$75.00	\$7,500.00	\$69.40	\$6,940.00	\$65.00	\$6,500.00	\$67.80	\$6,780.00	\$69.20	\$6,920.00	\$75.00	\$7,500.00				
.010GG	31" X 51" REINFORCED CONCRETE ARCH PIPE (42" RND EQ.) (0'-6")	100	LF	\$80.00	\$8,000.00	\$74.00	\$7,400.00	\$70.00	\$7,000.00	\$75.00	\$7,500.00	\$79.50	\$7,950.00	\$84.50	\$8,450.00				
.010HH	31" X 51" REINFORCED CONCRETE ARCH PIPE (42" RND EQ.) (6'-10")	100	LF	\$85.00	\$8,500.00	\$78.00	\$7,800.00	\$73.00	\$7,300.00	\$77.50	\$7,750.00	\$82.50	\$8,250.00	\$87.50	\$8,750.00				
.010II	36" X 58" REINFORCED CONCRETE ARCH PIPE (48" RND EQ.) (0'-6")	100	LF	\$90.00	\$9,000.00	\$82.00	\$8,200.00	\$77.00	\$7,700.00	\$82.50	\$8,250.00	\$87.50	\$8,750.00	\$92.50	\$9,250.00				
.010JJ	36" X 58" REINFORCED CONCRETE ARCH PIPE (48" RND EQ.) (6'-10")	100	LF	\$95.00	\$9,500.00	\$86.00	\$8,600.00	\$81.00	\$8,100.00	\$86.50	\$8,650.00	\$91.50	\$9,150.00	\$96.50	\$9,650.00				
.010KK	40" X 65" REINFORCED CONCRETE ARCH PIPE (54" RND EQ.) (0'-6")	50	LF	\$70.00	\$3,500.00	\$64.20	\$3,210.00	\$60.00	\$3,000.00	\$64.25	\$3,425.00	\$67.80	\$3,390.00	\$69.20	\$3,460.00				
.010LL	40" X 65" REINFORCED CONCRETE ARCH PIPE (54" RND EQ.) (6'-10")	50	LF	\$75.00	\$3,750.00	\$67.00	\$3,350.00	\$63.00	\$3,150.00	\$67.80	\$3,390.00	\$69.20	\$3,460.00	\$75.00	\$3,750.00				
.010MM	45" X 73" REINFORCED CONCRETE ARCH PIPE (60" RND EQ.) (0'-6")	50	LF	\$80.00	\$4,000.00	\$72.00	\$3,600.00	\$68.00	\$3,400.00	\$72.50	\$3,625.00	\$77.50	\$3,875.00	\$82.50	\$4,125.00				
.010NN	45" X 73" REINFORCED CONCRETE ARCH PIPE (60" RND EQ.) (6'-10")	50	LF	\$85.00	\$4,250.00	\$76.00	\$3,800.00	\$72.00	\$3,600.00	\$77.50	\$3,875.00	\$82.50	\$4,125.00	\$87.50	\$4,375.00				
.010OO	54" X 88" REINFORCED CONCRETE ARCH PIPE (72" RND EQ.) (0'-6")	50	LF	\$110.00	\$5,500.00	\$100.00	\$5,000.00	\$95.00	\$4,750.00	\$100.00	\$5,000.00	\$105.00	\$5,250.00	\$110.00	\$5,500.00				
.010PP	54" X 88" REINFORCED CONCRETE ARCH PIPE (72" RND EQ.) (6'-10")	50	LF	\$120.00	\$6,000.00	\$108.00	\$5,400.00	\$103.00	\$5,150.00	\$108.00	\$5,400.00	\$113.00	\$5,650.00	\$118.00	\$5,900.00				
.010QQ	12" RCP FLARED END SECTIONS	4	EA	\$600.00	\$2,400.00	\$525.00	\$2,100.00	\$450.00	\$1,800.00	\$5	\$5	\$452.75	\$1,811.00	\$3,621.20	\$6,476.00				
.010RR	15" RCP FLARED END SECTIONS	8	EA	\$650.00	\$5,200.00	\$525.00	\$4,200.00	\$450.00	\$3,600.00	\$5	\$5	\$452.65	\$1,810.40	\$7,281.60	\$14,563.20				
.010SS	18" RCP FLARED END SECTIONS	8	EA	\$700.00	\$5,600.00	\$612.50	\$4,900.00	\$450.00	\$3,600.00	\$5	\$5	\$452.65	\$1,810.40	\$7,281.60	\$14,563.20				
.010TT	21" RCP FLARED END SECTIONS	4	EA	\$750.00	\$3,000.00	\$787.50	\$3,150.00	\$625.00	\$2,500.00	\$5	\$5	\$452.65	\$1,810.40	\$7,281.60	\$14,563.20				

GULFPORT REPAIR & REPLACEMENT UNIT PRICE PROJECT - 2017

CONTRACTORS BID TABULATION

BIDS RECEIVED JUNE 6, 2017 UNTIL 10:00 A.M., LOCAL TIME
BY THE CITY OF GULFPORT PROCUREMENT DEPARTMENT,
1410 24th AVENUE, GULFPORT, MS 39501

CERTIFICATE OF RESPONSIBILITY ADDENDUM RECEIVED AND ACKNOWLEDGED		DNA UNDERGROUND, LLC 16101 S. SWAN ROAD GULFPORT, MS 39503 20007 SC YES		SCI, INC. 13520 OLD HIGHWAY 67 BILOXI, MS 39532 04938-HMC YES		KNOWLES CONSTRUCTION, INC. 17581 OLD HIGHWAY 49 SAUCIER, MS 39574 11796-HMC YES		TWIN L CONSTRUCTION, INC. 8292 FIRETOWER ROAD PASS CHRISTIAN, MS 39571 06368-HMC NO	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
4.01UU	24" RCP FLARED END SECTIONS	8	EA	\$750.00	\$6,000.00	\$787.50	\$6,300.00	\$825.00	\$5,000.00
4.01VV	30" RCP FLARED END SECTIONS	8	EA	\$800.00	\$6,400.00	\$1,023.80	\$8,190.40	\$700.00	\$5,600.00
4.01WW	36" RCP FLARED END SECTIONS	8	EA	\$900.00	\$7,200.00	\$1,391.30	\$11,130.40	\$1,250.00	\$10,000.00
4.01XX	42" RCP FLARED END SECTIONS	4	EA	\$1,200.00	\$4,800.00	\$2,056.30	\$8,225.20	\$1,500.00	\$6,000.00
4.01YY	48" RCP FLARED END SECTIONS	4	EA	\$1,500.00	\$6,000.00	\$2,406.30	\$9,625.20	\$1,700.00	\$6,800.00
4.01ZZ	54" RCP FLARED END SECTIONS	4	EA	\$2,000.00	\$8,000.00	\$2,581.30	\$10,325.20	\$2,000.00	\$8,000.00
4.01AAA	60" RCP FLARED END SECTIONS	4	EA	\$2,500.00	\$10,000.00	\$3,281.30	\$13,125.20	\$2,500.00	\$10,000.00
4.01BBB	11"x18" ARCH FLARED END SECTION	8	EA	\$600.00	\$4,800.00	\$525.00	\$4,200.00	\$650.00	\$5,200.00
4.01CCC	13"x22" ARCH FLARED END SECTION	8	EA	\$650.00	\$5,200.00	\$612.50	\$4,900.00	\$500.00	\$4,800.00
4.01DDD	18"x28" ARCH FLARED END SECTION	4	EA	\$750.00	\$3,000.00	\$787.50	\$3,150.00	\$625.00	\$2,500.00
4.01EEE	23"x36" ARCH FLARED END SECTION	4	EA	\$800.00	\$3,200.00	\$1,023.80	\$4,095.20	\$700.00	\$2,800.00
4.01FFF	27"x44" ARCH FLARED END SECTION	4	EA	\$900.00	\$3,600.00	\$1,741.30	\$6,965.20	\$1,150.00	\$4,600.00
4.01GGG	36"x58" ARCH FLARED END SECTION	4	EA	\$1,500.00	\$6,000.00	\$2,406.30	\$9,625.20	\$1,500.00	\$6,000.00
4.01HHH	40"x65" ARCH FLARED END SECTION	4	EA	\$1,600.00	\$6,400.00	\$2,551.30	\$10,325.20	\$2,000.00	\$8,000.00
4.01III	45"x73" ARCH FLARED END SECTION	4	EA	\$1,800.00	\$7,200.00	\$3,281.30	\$13,125.20	\$2,500.00	\$10,000.00
4.01JJJ	54"x88" ARCH FLARED END SECTION	4	EA	\$2,500.00	\$10,000.00	\$3,718.80	\$14,875.20	\$3,200.00	\$12,800.00
4.02A	12" HDPE DRAIN PIPE (0'-6")	250	LF	\$25.00	\$6,250.00	\$22.70	\$5,675.00	\$20.00	\$5,000.00
4.02B	12" HDPE DRAIN PIPE (6'-10")	250	LF	\$30.00	\$7,500.00	\$25.70	\$6,425.00	\$25.00	\$6,250.00
4.02C	15" HDPE DRAIN PIPE (0'-6")	1,000	LF	\$35.00	\$35,000.00	\$25.60	\$25,600.00	\$22.00	\$22,000.00
4.02D	15" HDPE DRAIN PIPE (6'-10")	1,000	LF	\$40.00	\$40,000.00	\$28.60	\$28,600.00	\$27.00	\$27,000.00
4.02E	18" HDPE DRAIN PIPE (0'-6")	1,000	LF	\$40.00	\$40,000.00	\$29.00	\$29,000.00	\$27.00	\$27,000.00
4.02F	18" HDPE DRAIN PIPE (6'-10")	1,000	LF	\$45.00	\$45,000.00	\$32.00	\$32,000.00	\$30.00	\$30,000.00
4.02G	24" HDPE DRAIN PIPE (0'-6")	1,000	LF	\$45.00	\$45,000.00	\$38.50	\$38,500.00	\$40.00	\$40,000.00
4.02H	24" HDPE DRAIN PIPE (6'-10")	1,000	LF	\$50.00	\$50,000.00	\$41.50	\$41,500.00	\$45.00	\$45,000.00
4.02I	30" HDPE DRAIN PIPE (0'-6")	1,000	LF	\$55.00	\$55,000.00	\$52.20	\$52,200.00	\$45.00	\$45,000.00

GULFPORT REPAIR & REPLACEMENT UNIT PRICE PROJECT - 2017

CONTRACTOR'S BID TABULATION
BIDS RECEIVED JUNE 6, 2017 UNTIL 10:00 A.M., LOCAL TIME
BY THE CITY OF GULFPORT PROCUREMENT DEPARTMENT,
1410 24th AVENUE, GULFPORT, MS 39501

CERTIFICATE OF RESPONSIBILITY ADDENDA RECEIVED AND ACKNOWLEDGED		DNA UNDERGROUND, LLC 16101 S. SWAN ROAD GULFPORT, MS 39603 20807-SC YES		SCI INC. 13520 OLD HIGHWAY 67 BILOXI, MS 39532 04939-MC YES		KNOWLES CONSTRUCTION, INC. 17381 OLD HIGHWAY 48 SAUCIER, MS 39574 11798-MC YES		TWIN L CONSTRUCTION, INC. 8292 FIRETOWER ROAD PASS CHRISTIAN, MS 39571 08365-MC NO**	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
4.02J	30" HDPE DRAIN PIPE (6'-10')	1,000	LF	\$60.00	\$60,000.00	\$56.70	\$56,700.00	\$50.00	\$50,000.00
4.02K	36" HDPE DRAIN PIPE (0'-6')	1,000	LF	\$65.00	\$65,000.00	\$62.20	\$62,200.00	\$60.00	\$60,000.00
4.02L	36" HDPE DRAIN PIPE (6'-10')	1,000	LF	\$70.00	\$70,000.00	\$70.40	\$70,400.00	\$65.00	\$65,000.00
4.02M	42" HDPE DRAIN PIPE (0'-6')	100	LF	\$70.00	\$7,000.00	\$75.80	\$7,580.00	\$80.00	\$8,000.00
4.02N	42" HDPE DRAIN PIPE (6'-10')	100	LF	\$75.00	\$7,500.00	\$80.40	\$8,040.00	\$85.00	\$8,500.00
4.02O	48" HDPE DRAIN PIPE (0'-6')	100	LF	\$70.00	\$7,000.00	\$91.00	\$9,100.00	\$89.00	\$8,900.00
4.02P	48" HDPE DRAIN PIPE (6'-10')	100	LF	\$75.00	\$7,500.00	\$96.00	\$9,600.00	\$95.00	\$9,500.00
4.03A	4" SOCK PIPE	500	LF	\$10.00	\$5,000.00	\$8.00	\$4,000.00	\$8.00	\$4,000.00
4.03B	6" SOCK PIPE	500	LF	\$15.00	\$7,500.00	\$9.10	\$4,550.00	\$10.00	\$5,000.00
4.04A	12" HDPE DRAIN PIPE (FULLY PERFORATED WITH SOCK) (0'-6')	250	LF	\$25.00	\$6,250.00	\$23.60	\$5,900.00	\$20.00	\$5,000.00
4.04B	12" HDPE DRAIN PIPE (FULLY PERFORATED WITH SOCK) (6'-10')	250	LF	\$40.00	\$10,000.00	\$28.60	\$6,650.00	\$23.00	\$5,750.00
4.04C	15" HDPE DRAIN PIPE (FULLY PERFORATED WITH SOCK) (0'-6')	250	LF	\$40.00	\$10,000.00	\$28.80	\$6,700.00	\$25.00	\$6,250.00
4.04D	15" HDPE DRAIN PIPE (FULLY PERFORATED WITH SOCK) (6'-10')	250	LF	\$40.00	\$10,000.00	\$29.80	\$7,450.00	\$30.00	\$7,500.00
4.04E	18" HDPE DRAIN PIPE (FULLY PERFORATED WITH SOCK) (0'-6')	250	LF	\$50.00	\$12,500.00	\$30.70	\$7,675.00	\$30.00	\$7,500.00
4.04F	18" HDPE DRAIN PIPE (FULLY PERFORATED WITH SOCK) (6'-10')	250	LF	\$50.00	\$12,500.00	\$33.70	\$8,425.00	\$35.00	\$8,750.00
4.04G	24" HDPE DRAIN PIPE (FULLY PERFORATED WITH SOCK) (0'-6')	250	LF	\$60.00	\$15,000.00	\$40.80	\$10,200.00	\$40.00	\$10,000.00
4.04H	24" HDPE DRAIN PIPE (FULLY PERFORATED WITH SOCK) (6'-10')	250	LF	\$60.00	\$15,000.00	\$43.80	\$10,950.00	\$45.00	\$11,250.00
4.04I	30" HDPE DRAIN PIPE (FULLY PERFORATED WITH SOCK) (0'-6')	250	LF	\$70.00	\$17,500.00	\$56.70	\$14,175.00	\$55.00	\$13,750.00
4.04J	30" HDPE DRAIN PIPE (FULLY PERFORATED WITH SOCK) (6'-10')	250	LF	\$70.00	\$17,500.00	\$61.20	\$15,300.00	\$60.00	\$15,000.00
4.04K	36" HDPE DRAIN PIPE (FULLY PERFORATED WITH SOCK) (0'-6')	250	LF	\$70.00	\$17,500.00	\$67.60	\$16,900.00	\$60.00	\$15,000.00
4.04L	36" HDPE DRAIN PIPE (FULLY PERFORATED WITH SOCK) (6'-10')	250	LF	\$70.00	\$17,500.00	\$71.70	\$17,925.00	\$65.00	\$16,250.00
4.05A	12" HP PIPE	100	LF	\$30.00	\$3,000.00	\$28.40	\$2,840.00	\$20.00	\$2,000.00
4.05B	15" HP PIPE	100	LF	\$40.00	\$4,000.00	\$27.90	\$2,790.00	\$24.00	\$2,400.00

GULFPORT REPAIR & REPLACEMENT UNIT PRICE PROJECT - 2017

CONTRACTOR'S BID TABULATION

BIDS RECEIVED JUNE 6, 2017 UNTIL 10:00 A.M., LOCAL TIME
BY THE CITY OF GULFPORT PROCUREMENT DEPARTMENT,
1410 24th AVENUE, GULFPORT, MS 39501

CERTIFICATE OF RESPONSIBILITY

ADDENDA RECEIVED AND ACKNOWLEDGED

P:\3383-28 Unit R&R 2017\9id Tabulation (Gulfport Repair & Replacement Unit Price Protect - 2017).xls

GULFPORT REPAIR & REPLACEMENT UNIT PRICE PROJECT - 2017

CONTRACTOR'S BID TABULATION
BIDS RECEIVED JUNE 6, 2017 UNTIL 10:00 A.M. LOCAL TIME
BY THE CITY OF GULFPORT, PROCUREMENT DEPARTMENT,
1410 24th AVENUE, GULFPORT, MS 39501

CERTIFICATE OF RESPONSIBILITY ADDENDUM RECEIVED AND ACKNOWLEDGED		DNA UNDERGROUND, LLC 16101 S. SWAN ROAD GULFPORT, MS 39603 20907-SC YES		SCI, INC. 13520 OLD HIGHWAY 67 BILOXI, MS 39532 04939-MC YES		KNOWLES CONSTRUCTION, INC. 17581 OLD HIGHWAY 49 SAUCIER, MS 39574 11798-MC YES		TWIN L CONSTRUCTION, INC. 8292 FIRETOWER ROAD PASS CHRISTIAN, MS 39571 08365-MC NO**	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
6.03B	BYPASS PUMPING (LARGER THAN 4" PUMP)	25	DAY	\$700.00	\$17,500.00	\$1,055.00	\$26,625.00	\$1,189.45	\$29,736.25
6.04A	EXCAVATION OF BORING & RECEIVING PITS (FROM 0'-10' DEEP)	4	EA	\$2,500.00	\$10,000.00	\$4,800.00	\$19,200.00	\$8,920.75	\$35,693.00
6.04B	12" CASING FOR PIPELINE INSTALLATION (JACK & BORE METHOD)	50	LF	\$120.00	\$6,000.00	\$148.00	\$7,450.00	\$297.35	\$14,867.50
6.04C	14" CASING FOR PIPELINE INSTALLATION (JACK & BORE METHOD)	50	LF	\$140.00	\$7,000.00	\$170.80	\$8,540.00	\$309.25	\$15,462.50
6.04D	16" CASING FOR PIPELINE INSTALLATION (JACK & BORE METHOD)	50	LF	\$180.00	\$9,000.00	\$194.70	\$9,735.00	\$333.05	\$16,652.50
6.04E	18" CASING FOR PIPELINE INSTALLATION (JACK & BORE METHOD)	50	LF	\$200.00	\$10,000.00	\$217.90	\$10,895.00	\$356.85	\$17,842.50
6.04F	20" CASING FOR PIPELINE INSTALLATION (JACK & BORE METHOD)	50	LF	\$220.00	\$11,000.00	\$247.30	\$12,365.00	\$380.60	\$19,030.00
6.04G	24" CASING FOR PIPELINE INSTALLATION (JACK & BORE METHOD)	50	LF	\$250.00	\$12,500.00	\$293.40	\$14,670.00	\$416.30	\$20,815.00
6.05A	8" HDPE CASING (HDD)	250	LF	\$80.00	\$20,000.00	\$76.30	\$19,075.00	\$107.05	\$26,762.50
6.05B	10" HDPE CASING (HDD)	250	LF	\$85.00	\$21,250.00	\$96.30	\$24,075.00	\$142.75	\$35,687.50
6.05C	12" HDPE CASING (HDD)	250	LF	\$110.00	\$27,500.00	\$117.90	\$29,475.00	\$166.50	\$41,625.00
6.05D	16" HDPE CASING (HDD)	250	LF	\$140.00	\$35,000.00	\$159.10	\$39,775.00	\$237.90	\$59,475.00
6.05E	20" HDPE CASING (HDD)	250	LF	\$180.00	\$45,000.00	\$262.90	\$65,725.00	\$297.35	\$74,337.50
6.05F	24" HDPE CASING (HDD)	250	LF	\$220.00	\$55,000.00	\$312.30	\$78,075.00	\$380.60	\$95,150.00
6.06	TYPICAL GUARD POST	10	EA	\$250.00	\$2,500.00	\$450.00	\$4,500.00	\$1,189.50	\$11,895.00
6.07	PRECAST CONCRETE BUMPER	10	EA	\$250.00	\$2,500.00	\$150.00	\$1,500.00	\$119.00	\$1,190.00
7.01	SEEDING	1,000	SY	\$2.00	\$2,000.00	\$1.50	\$1,500.00	\$0.60	\$600.00
7.02	SOLID SODDING	1,000	SY	\$8.00	\$8,000.00	\$7.00	\$7,000.00	\$8.35	\$8,350.00
7.03	HYDRO-SEEDING	5,000	SY	\$2.00	\$10,000.00	\$1.50	\$7,500.00	\$1.20	\$6,000.00
7.04	TOPSOIL (LVM)	1,000	CY	\$15.00	\$15,000.00	\$25.00	\$25,000.00	\$35.70	\$35,700.00
7.05	SILT FENCE (FM)	1,000	LF	\$2.00	\$2,000.00	\$3.50	\$3,500.00	\$11.90	\$11,900.00
7.06A	STRAW WATTLES	1,000	LF	\$2.00	\$2,000.00	\$5.00	\$5,000.00	\$8.35	\$8,350.00
7.06B	HAY BALES	25	EA	\$20.00	\$500.00	\$30.00	\$750.00	\$11.90	\$297.50
7.06C	HAY BLANKET	5	ROLL	\$100.00	\$500.00	\$50.00	\$250.00	\$238.00	\$1,190.00

GULFPORT REPAIR & REPLACEMENT UNIT PRICE PROJECT - 2017

CONTRACTOR'S BID TABULATION
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BY THE CITY OF GULFPORT, PROCUREMENT DEPARTMENT,
1410 24th AVENUE, GULFPORT, MS 39501

CERTIFICATE OF RESPONSIBILITY ADDENDA RECEIVED AND ACKNOWLEDGED		DNA UNDERGROUND, LLC 16101 S. SWAN ROAD GULFPORT, MS 39503 20907-SC YES		SCI, INC. 13520 OLD HIGHWAY 67 BILLOXI, MS 39532 04939-MC YES		KNOWLES CONSTRUCTION, INC. 17681 OLD HIGHWAY 49 SAUCIER, MS 39574 11798-MC YES		TWIN L CONSTRUCTION, INC. 8292 FIRETOWER ROAD PASS CHRISTIAN, MS 39571 08365-MC NO**	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
7.07A	REMOVE & REPLACE 4' CHAIN LINK FENCE	500	LF	\$28.00	\$14,000.00	\$8.40	\$4,200.00	\$20.00	\$10,000.00
7.07B	REMOVE & REPLACE 6' CHAIN LINK FENCE	500	LF	\$35.00	\$17,500.00	\$10.80	\$5,400.00	\$25.00	\$12,500.00
7.07C	REMOVE & REPLACE 8' CHAIN LINK FENCE	500	LF	\$45.00	\$22,500.00	\$15.60	\$7,800.00	\$40.00	\$20,000.00
7.07D	REMOVE & REPLACE COMMERCIAL GRADE 6' CHAIN LINK FENCE WITH 3-STRANDS OF	500	LF	\$65.00	\$32,500.00	\$23.70	\$11,850.00	\$30.00	\$15,000.00
7.08	REMOVE & REPLACE 6' WOODEN FENCE	50	LF	\$45.00	\$2,250.00	\$19.80	\$990.00	\$25.00	\$1,250.00
7.09	GUARDRAIL	500	LF	\$45.00	\$22,500.00	\$143.80	\$71,900.00	\$100.00	\$50,000.00
7.10A	CLEARING	3	AC	\$3,500.00	\$10,500.00	\$10,000.00	\$30,000.00	\$15,000.00	\$45,000.00
7.10B	BRUSH CUTTING	1	AC	\$1,500.00	\$1,500.00	\$1,400.00	\$1,400.00	\$5,000.00	\$5,000.00
8.01A	PAVEMENT REMOVAL (ALL TYPES) (UP TO 12" THICK)	100	SY	\$5.00	\$500.00	\$20.00	\$2,000.00	\$7.00	\$700.00
8.01B	PAVEMENT REMOVAL (ALL TYPES) (12"-18" THICK)	100	SY	\$10.00	\$1,000.00	\$30.00	\$3,000.00	\$10.00	\$1,000.00
8.01C	PAVEMENT SAW CUTTING	200	LF	\$10.00	\$2,000.00	\$7.00	\$1,400.00	\$5.00	\$1,000.00
8.02A	ASPHALT TRENCH REPAIR	100	TON	\$250.00	\$25,000.00	\$275.00	\$27,500.00	\$350.00	\$35,000.00
8.02B	ASPHALT PAVEMENT (SMALL PROJECTS, HMA, ST, 9.5 mm MIX)	50	TON	\$250.00	\$12,500.00	\$275.00	\$13,750.00	\$250.00	\$12,500.00
8.03A	CONCRETE CURB & GUTTER	500	LF	\$20.00	\$10,000.00	\$21.00	\$10,500.00	\$20.00	\$10,000.00
8.03B	CONCRETE SLOTTED CURB	500	LF	\$25.00	\$12,500.00	\$23.00	\$11,500.00	\$20.00	\$10,000.00
8.04A	4" THICK CONCRETE SIDEWALKS AND RAMPS	500	SY	\$45.00	\$22,500.00	\$50.00	\$25,000.00	\$60.00	\$30,000.00
8.04B	DETECTABLE / TACTILE WARNING SURFACE (CAST-IN-PLACE)	200	SF	\$95.00	\$19,000.00	\$50.00	\$10,000.00	\$60.00	\$12,000.00
8.04C	DETECTABLE / TACTILE WARNING SURFACE TILES (SURFACE APPLIED)	200	SF	\$115.00	\$23,000.00	\$50.00	\$10,000.00	\$65.00	\$13,000.00
8.05	6" THICK REINFORCED CONCRETE DRIVEWAYS	500	SY	\$55.00	\$27,500.00	\$60.00	\$30,000.00	\$70.00	\$35,000.00
8.06A	SAWCUT PAVEMENT	500	LF	\$10.00	\$5,000.00	\$7.00	\$3,500.00	\$5.00	\$2,500.00
8.06B	TIE BARS (NO. 6 DEFORMED) (DRILLED AND EPOXYED OR GROUTED)	50	EA	\$25.00	\$1,250.00	\$10.00	\$500.00	\$25.00	\$1,250.00
8.06C	REPLACEMENT OF BASE AND CONCRETE PAVEMENT	50	CY	\$350.00	\$17,500.00	\$600.00	\$30,000.00	\$400.00	\$20,000.00
8.07	REMOVAL OF STRUCTURES (5'X5' OR SMALLER)	3	EA	\$500.00	\$1,500.00	\$400.00	\$1,200.00	\$1,000.00	\$3,000.00
								\$1,189.70	\$3,569.10

GULFPORT REPAIR & REPLACEMENT UNIT PRICE PROJECT - 2017

CONTRACTOR'S BID TABULATION
BIDS RECEIVED JUNE 6, 2017 UNTIL 10:00 A.M., LOCAL TIME
BY THE CITY OF GULFPORT PROCUREMENT DEPARTMENT,
1410 24th AVENUE, GULFPORT, MS 39501

CERTIFICATE OF RESPONSIBILITY ADDENDUM RECEIVED AND ACKNOWLEDGED		DNA UNDERGROUND, LLC 16101 S. SWAN ROAD GULFPORT, MS 39503 20307-SC YES		SCI, INC. 13520 OLD HIGHWAY 67 BILOXI, MS 39532 04999-MC YES		KNOWLES CONSTRUCTION, INC. 17581 OLD HIGHWAY 49 SAUCHIER, MS 39574 11798-MC YES		TWIN L CONSTRUCTION, INC. 8232 FIRETOWER ROAD PASS CHRISTIAN, MS 39571 08385-MC NO	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
8.08A	SS-2 STORM DRAINAGE INLET	15	EA	\$6,500.00	\$97,500.00	\$3,500.00	\$52,500.00	\$3,500.00	\$53,524.50
8.08B	STANDARD STORM DRAINAGE YARD INLET	15	EA	\$5,000.00	\$75,000.00	\$3,500.00	\$52,500.00	\$3,500.00	\$53,524.50
8.08C	STANDARD STORM DRAINAGE CURB INLET	15	EA	\$6,500.00	\$97,500.00	\$3,500.00	\$52,500.00	\$3,500.00	\$53,524.50
8.08D	STANDARD STORM AREA INLET	15	EA	\$5,000.00	\$75,000.00	\$3,500.00	\$52,500.00	\$3,500.00	\$53,524.50
8.09A	CONNECTION OF PIPE TO EXISTING STRUCTURE (2'-18" I.D.)	10	EA	\$1,500.00	\$15,000.00	\$1,800.00	\$18,000.00	\$1,500.00	\$17,842.00
8.09B	CONNECTION OF PIPE TO EXISTING STRUCTURE (21'-36" I.D.)	10	EA	\$2,000.00	\$20,000.00	\$2,200.00	\$22,000.00	\$2,000.00	\$23,789.00
9.01A	ADDITIONAL COMPENSATION FOR WORK REQUIRED TO BE COMPLETED BETWEEN 10:00 P.M. & 6:00 A.M.	120	MAN HOUR	\$50.00	\$6,000.00	\$40.00	\$4,800.00	\$50.00	\$39.65
9.01B	ADDITIONAL COMPENSATION FOR WORK COMPLETED FROM 12:01 A.M. SATURDAY THROUGH 11:59 P.M. SUNDAY AND ON CITY NATIONALLY RECOGNIZED HOLIDAYS	100	MAN HOUR	\$65.00	\$6,500.00	\$60.00	\$6,000.00	\$70.00	\$7,140.00
9.01C	COMPENSATION FOR GENERATOR AND LIGHTS FOR WORK REQUIRED BETWEEN 10:00 P.M. & 6:00 A.M.	3	PER 8- HOUR SHIFT	\$250.00	\$750.00	\$400.00	\$1,200.00	\$500.00	\$1,785.00
9.02A	CONSTRUCTION LAYOUT FOR PROJECTS UP TO \$100,000	5	LS	\$2,500.00	\$12,500.00	\$1,500.00	\$7,500.00	\$5,000.00	\$17,842.00
9.02B	CONSTRUCTION LAYOUT FOR PROJECTS OVER \$100,000-\$250,000	5	LS	\$3,500.00	\$17,500.00	\$2,500.00	\$12,500.00	\$8,000.00	\$35,684.00
TOTAL BASE BID				\$7,217,240.00 *		\$7,481,571.90 *		\$7,584,515.00 *	
								\$9,751,137.15 *	

*Mathematical Errors have been identified and/or corrected.
**Addendum No. 1 was not acknowledged on BP-1 of Bid Proposal.

Dax Alexander
DAX ALEXANDER, P.E., PRESIDENT
BROWN, MITCHELL & ALEXANDER, INC.

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2017, by and between the **CITY OF GULFPORT** (hereinafter called OWNER) and _____, (hereinafter called CONTRACTOR).

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

Article 1. WORK.

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

**CITY OF GULFPORT REPAIR & REPLACEMENT UNIT PRICE PROJECT – 2017
GULFPORT, MISSISSIPPI**

The City will issue site-specific work authorizations to complete different types of projects under this Contract. Each work authorization will contain an estimate of quantities and the items necessary to complete the work, along with an estimate of the days required to complete the project. The individual work authorizations under this term contract will not exceed \$250,000, unless specifically authorized by the Mayor and City Council. The City is not guaranteeing any amount of work, and the work at the end of one (1) year may be significantly more or less than the total bid submitted.

Unless a project is determined to be an emergency by the Mayor and City Council, no work authorization will be executed after March 30th of an election year. The newly elected Mayor and City Council will have the option to ratify the term contract or take other appropriate actions.

Article 2. ENGINEER.

The Contract Documents have been prepared by:

BROWN, MITCHELL & ALEXANDER, INC.
401 Cowan Road, Suite A
Gulfport, Mississippi 39507

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

After the award of the Contract, the Engineer shall be the professional who prepared plans and specifications for the particular Work Order(s), or in the absence of another design professional, the City Engineer of Gulfport, who shall act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

3.1. Bidder must agree to commence work on each project under this unit price contract within a maximum time period of seven (7) calendar days, unless time extension is agreed to by Owner. Failure to initiate the work within seven (7) days for each individual project will be justification by the Owner for termination of the Agreement.

3.2. After issuance of the work order authorizing work under this Contract, OWNER and CONTRACTOR will agree upon a schedule of an estimated date of completion of the work. CONTRACTOR's failure to prosecute the work when good working conditions exist will also constitute justification for termination of Contract.

3.3. This Contract will be effective for three hundred sixty-five (365) calendar days and one (1) optional period of three hundred sixty-five (365) calendar days after the Contract Time commences.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents the total amount authorized by the addition of the unit prices for the work authorizations in accordance with CONTRACTOR's Bid Proposal dated _____.

Article 5. PAYMENT PROCEDURES.

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

5.1. *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the ____ day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work, based on the number

of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

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

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

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

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

5.1.1.2. On projects in which the total Contract Price is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater or on any Contract with a subcontractor, regardless of amount; when the work is at least fifty percent (50%) complete, on schedule and satisfactory in the engineer's opinion, fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. After 50% completion, projects of this magnitude shall have a two and one-half percent (2½%) retainage, provided that the project is on schedule and satisfactory in the engineer's opinion.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to ninety-seven and one-half percent (97½%) of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

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

Article 6. INTEREST.

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

Article 7. CONTRACTOR'S REPRESENTATIONS.

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

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

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

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

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

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

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

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

Article 8. CONTRACT DOCUMENTS.

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

- 8.1. This Agreement (pages 1 to 8, inclusive).
- 8.2. Exhibits to this Agreement (pages ____ to ____, inclusive).
- 8.3. Performance, Payment, and other Bonds consisting of six (6) pages.
- 8.4. Notice to Proceed.
- 8.5. General Conditions (pages 1 to 62, inclusive).
- 8.6. Supplementary Conditions (pages 1 to 15, inclusive).
- 8.7. Specifications bearing the title:

**GULFPORT REPAIR AND REPLACEMENT UNIT PRICE PROJECT – 2017
GULFPORT, MISSISSIPPI**

and consisting of Sections ____ through ____.

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

**GULFPORT REPAIR AND REPLACEMENT UNIT PRICE PROJECT – 2017
GULFPORT, MISSISSIPPI**

- 8.8.1 MDOT Roadway Design Standard Drawings may be utilized as applicable.
- 8.9. Addenda numbers ____ to ____, inclusive.

8.10. CONTRACTOR's Bid Proposal (pages ____ to ____, inclusive) marked Exhibit "A".

8.11. Documentation submitted by CONTRACTOR prior to Notice of Award (pages ____ to ____, inclusive).

8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

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

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

Article 9. MISCELLANEOUS.

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

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

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

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

9.5. *Contractor's Certifications.* CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing

the Contract. For the purposes of this Paragraph 9.5:

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

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

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

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

9.6. OTHER PROVISIONS.

None.

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

This Agreement will be effective on _____, 2017 (which is the effective Date of the Agreement).

OWNER:
CITY OF GULFPORT

CONTRACTOR:

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

P.O. Box 1780
Gulfport, MS 39502

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

Certificate of Responsibility

No. _____

Agent for service of process:

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



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Economic Development

Date: 06/01/2017

Subject: Resolution - approving Amendment to License Agreement with 34th Street Wholistic (Community Garden) to reduce space covered by License Agreement and to assume responsibility for grounds maintenance 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 _____, 2017, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE FIRST AMENDMENT TO THE CITY’S LICENSE AGREEMENT WITH
34TH STREET WHOLISTIC GARDENS & EDUCATION CENTER, INC., TO
AUTHORIZE THE MAYOR TO EXECUTE SAID AMENDMENT, AND FOR
RELATED PURPOSES**

WHEREAS, the City (Licensor) has entered into a License Agreement with 34th Street Wholistic Gardens & Education Center, Inc. (Licensee), with respect to certain surplus municipal real property located in Bayou View West subdivision for the purpose of developing and maintaining a community garden for the use and benefit of the Citizens of Gulfport; and

WHEREAS, by mutual agreement, the City of Gulfport and 34th Street Wholistic Gardens & Education Center, Inc., desire to amend the License Agreement between the City and 34th Street Wholistic Gardens & Education Center, Inc. to correct and reduce the area subject to the License Agreement and to allow the City to assume the responsibility for grass trimming in the area subject to the License Agreement; and

WHEREAS, a proposed FIRST AMENDMENT TO THE MEMORANDUM OF LICENSE AGREEMENT BETWEEN THE CITY OF GULFPORT AND 34TH STREET WHOLISTIC GARDENS & EDUCATION CENTER, INC., is attached hereto as Exhibit “A”.

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

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

SECTION 2. That the FIRST AMENDMENT to the Agreement with 34th Street Wholistic Gardens & Education Center, Inc., 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.

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 _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2017.

MAYOR

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

**FIRST AMENDMENT TO THE MEMORANDUM OF LICENSE AGREEMENT
BETWEEN THE CITY OF GULFPORT AND 34TH STREET WHOLISTIC GARDENS &
EDUCATION CENTER, INC.**

THIS FIRST AMENDMENT to Memorandum of License Agreement ("Agreement") is hereby entered into and agreed to by and between the **CITY OF GULFPORT, MISSISSIPPI** ("City" or "**Licensor**") and **34TH STREET WHOLISTIC GARDENS & EDUCATION CENTER, INC.**, ("**Licensee**") on the dates hereinafter set forth for the purpose of amending in writing certain covenants and conditions of that certain Memorandum of License Agreement (herein "**the Agreement**"), approved by the Gulfport City Council on November 22, 2016, and signed by the Mayor on or about November 23, 2016, and thereafter signed and executed by the authorized representative of 34th Street Wholistic Gardens & Education Center, Inc., and the Agreement is hereby amended by this **FIRST AMENDMENT**, as follows:

WITNESSETH THAT:

WHEREAS, the description of the area subject to the Agreement was erroneously broad and it is necessary to amend the Agreement to reduce the area which is subject to the terms and conditions of the Agreement; and

WHEREAS, Licensor has requested that the City assume mowing responsibilities over the area subject to the Agreement, and the City has expressed an interest in assuming such responsibilities.

NOW THEREFORE, for the purposes set forth hereinabove, it is hereby agreed by and between the parties, as follows:

That certain paragraph which begins "Witnesseeth That" shall be amended, effective immediately, to read:

WITNESSETH THAT, WHEREAS, the City of Gulfport owns improved property located in Gulfport Bayou View West Subdivision and more fully described, as follows, to-wit:
Being all of Lots 3 thru 9 and Lots 11 thru 20 as per map or plat on file in the office of the Chancery Clerk of Harrison County, Mississippi entitled Corrected Plat of "Gulfport Bayou

View West Subdivision” Part One and recorded in Plat Book 27 at Page 6. Property is subject to existing easements and right-of-ways.

(hereinafter, “the premises” or “property”); and

AND

Paragraph 7 of the Agreement should be amended to read, effectively immediately, as follows:

7. Maintenance. With the exception of limited grounds maintenance (general mowing) which shall be the responsibility of the City, Licensee shall maintain the premises and return the foregoing upon termination of the License in a clean and sanitary condition, and in a good state of repair, normal wear and tear excepted. Licensee shall properly dispose of all garbage and trash, and maintain the exterior in clean condition, and shall notify the City of Gulfport of any apparent structural hazard or dangerous condition existing within or without the premises. Licensee shall supervise the assembly of patrons, and shall not allow more persons on the premises than are allowed by state and local laws, ordinances, and fire codes, and shall take immediate precaution and security measures to avoid imminent danger to life and health. City shall have the right to inspect the premises at any time. A composting area is permitted; however, it should be maintained in a location and manner as not to create a nuisance for nearby residents.

IN WITNESS WHEREOF, each of the Landlord and Tenant have caused this First Amendment to the Memorandum of Agreement to be signed, executed and delivered by its duly authorized representative on the day and date hereinafter stated, having been first duly authorized so to act.

Licensor:

CITY OF GULFPORT, MISSISSIPPI

ATTESTED BY:

By: _____
Mayor

City Clerk

_____, 2017

Licensor:

**34TH STREET WHOLISTIC GARDENS & EDUCATION
CENTER, INC.**

ATTESTED BY

By: _____
Authorized Representative

Secretary

_____, 2017



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Leisure Services

Date: 06/09/2017

Subject: Resolution - approving Change Order #1 to the contract with J.E. Borries, Inc., for the Lay-By Pier in the Bert Jones Yacht Basin Project 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 _____, 2017, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE CHANGE ORDER #1 TO CONTRACT WITH J.E. BORRIES, INC., FOR
THE LAY-BY PIER IN THE BERT JONES YACHT BASIN PROJECT, TO
AUTHORIZE THE MAYOR TO EXECUTE SAID CHANGE ORDER AND FOR
RELATED PURPOSES**

WHEREAS, J.E. Bories, Inc., was awarded the contract for a project to construct a lay-by pier in the Bert Jones Yacht Basin; and

WHEREAS, certain and various changes to the contract as more fully set forth in the attached Change Order #1 (which is attached hereto as a part of Exhibit “A”), to reflect actual items and quantities of materials used during the construction process, resulting in NO increase in costs, as more fully described in the memorandum from the City Purchasing Manager Connie Debenport; and

WHEREAS, the Project Engineer (Brown, Mitchell & Alexander, Inc.), David D’Aquila, Director of the Department of Leisure Services, and the Purchasing Manager have recommended approval of Change Order #1; and

WHEREAS, approval of Change Order #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 Change Order #1 to the City’s contract with J.E. Bories, 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 to reflect actual items and quantities of materials used during construction of the project, are not outside the scope of the original contract, and do not require a change in cost to the project.

SECTION 4. 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 _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2017.

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council
From: Connie Debenport, CPPB - Purchasing Manager
Date: June 9, 2017
Re: Lay-By Pier – Bert Jones Yacht Basin
Summary Change Order #1

Please see letter of recommendation from Dax Alexander with BMA requesting your approval of Summary Change Order #1 that results in a zero dollar amount.

Original Contract Amount	\$241,940.00
Summary Change Order #1 -	0.00
Total Contract Amount	\$241,940.00

Thank you for your consideration.

June 7, 2017

Mr. David D'Aquila, Director
Gulfport Department of Leisure Services
1422 23rd Avenue
Gulfport, MS 39501

**RE: Lay-By Pier – Bert Jones Yacht Basin
Gulfport, Mississippi**

Dear Mr. D'Aquila:

J.E. Borries, Inc. has completed the above referenced project. We have prepared and enclosed several final documents for your review and approval:

- ~~1. One (1) final Pay Application No. 3,~~
2. Three (3) original Summary Change Orders to reflect actual quantities used on the project,
3. Three (3) original Certificates of Substantial Completion.

Also enclosed for your records are the following close-out documents as required by the General Conditions of the contract documents:

- ☐ Certificate of Insurance reflecting Completed Operations Coverage,
- ☐ Contractor's Affidavit of Payment of Debts and Claims,
- ☐ Contractor's Affidavit of Release of Liens, and
- ☐ Consent of Surety Company to Final Payment.

Therefore, subject to review by the appropriate City official of the enclosed documents, we recommend final payment to the Contractor for the total amount due this application of \$10,661.00.

Please place the Pay Application and Summary Change Order on the next available Council agenda for approval of payment to the Contractor. Please have two fully executed originals of each of the summary change order and the substantial completion returned to our office for further distribution.

If you should have any questions, please do not hesitate to contact me at 864-7612.

Sincerely,

Dax Alexander

Dax Alexander, P.E.
President

Enclosures

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

796 Vieux Marche, 2nd Floor
Biloxi, MS 39530
228-436-7612

3103 Pascagoula Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com



CHANGE ORDER

NO: 1 (SUMMARY)

PROJECT: LAY-BY PIER
BERT JONES YACHT BASIN

DATE OF ISSUANCE: 5/17/2017

OWNER: CITY OF GULFPORT
P.O. BOX 1780
GULFPORT, MS 39502

OWNER'S PROJECT # N/A

CONTRACTOR: J.E. BORRIES, INC.
16701 HIGHWAY 57
VANCELEAVE, MS 39565

ENGINEER: BROWN, MITCHELL & ALEXANDER, INC.
401 COWAN ROAD, SUITE A
GULFPORT, MS 39507

CONTRACT FOR ENTIRE PROJECT

ENGINEER'S PROJECT # 13-3383A-26

You are directed to make the following changes in the Contract Documents:

THIS CHANGE ORDER HAS BEEN PREPARED TO REFLECT ACTUAL ITEMS/QUANTITIES USED DURING THE CONSTRUCTION OF THE PROJECT.

TOTAL CHANGE IN CONTRACT PRICE

\$0.00

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$241,940.00	Original Contract Time (DAYS) 90
Previous Change Orders \$0.00	Net Change from Previous Change Orders (DAYS) 0
Contract Price Prior to This Change Order \$241,940.00	Contract Time Prior to This Change Order (DAYS) 90
Net Increase/(Decrease) of This Change Order \$0.00	Net Increase/Decrease of This Change Order (DAYS) 0
Contract Price with All Approved Change Orders \$241,940.00	Contract Time with All Approved Change Orders (DAYS) 90

RECOMMENDED:
BROWN, MITCHELL & ALEXANDER, INC.

APPROVED:
OWNER

APPROVED:
CONTRACTOR

BY: Dux Alexander
6/7/17

BY: _____
CITY OF GULFPORT

BY: J.E. Borries
J.E. BORRIES, INC.

CHANGE ORDER

NO: 1 (SUMMARY)

PROJECT:	LAY-BY PIER BERT JONES YACHT BASIN	DATE OF ISSUANCE:	5/17/2017
OWNER:	CITY OF GULFPORT P.O. BOX 1780 GULFPORT, MS 39502	OWNER'S PROJECT #	N/A
CONTRACTOR:	J.E. BORRIES, INC. 16701 HIGHWAY 57 VANCELEAVE, MS 39565	ENGINEER:	BROWN, MITCHELL & ALEXANDER, INC. 401 COWAN ROAD, SUITE A GULFPORT, MS 39507
CONTRACT FOR ENTIRE PROJECT		ENGINEER'S PROJECT #	13-3383A-26

You are directed to make the following changes in the Contract Documents:

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
<u>ADD THE FOLLOWING ITEMS TO THE CONTRACT:</u>					
CO1-02366-B	BEVEL CUT AND COPPER COAT TIMBER PILES (PER WCD #1)	45	EA	\$50.00	\$2,250.00
CO1-06103-G	18" LONG, ALUMINUM "S" CLEATS (PER WCD #1)	20	EA	\$125.00	\$2,500.00
CO1-16200-A	100 AMP FEED TO 2 OWNER FURNISHED 50 AMP POWER PEDESTALS (INCLUDES ALL LABOR, CONDUIT, WIRE, STRAPPING, MOUNTING, ETC. TO COMPLETE INSTALLATION) (PER WCD #1)	1	LS	\$0.00	\$0.00
CO1-1	ADDITIONAL HANDRAILS (5)	1	LS	\$3,911.00	\$3,911.00
NET INCREASE					\$8,661.00
<u>DELETE THE FOLLOWING ITEMS FROM THE CONTRACT:</u>					
02366-B	13" PVC PILE CAPS (PER WCD #1)	-45	EA	\$70.00	(\$3,150.00)
06103-G	15" LONG, ALUMINUM "S" CLEAT (PER WCD #1)	-20	EA	\$75.00	(\$1,500.00)
<u>DELETE THE FOLLOWING QUANTITY(S) FROM THE CONTRACT:</u>					
02366-A	13" DIAMETER TREATED TIMBER PILES (CLASS "B")	-191	LF	\$21.00	(\$4,011.00)
NET DECREASE					(\$8,661.00)
TOTAL CHANGE IN CONTRACT PRICE					\$0.00

Work Change Directive No. 1

Date of Issuance: 2/22/2017

Effective Date: 2/22/2017

Owner: City of Gulfport

Owner's Contract No.:

Contractor: J.E. Borries, Inc.

Contractor's Project No.: N/A

Engineer: Brown, Mitchell & Alexander, Inc.

Engineer's Project No.: 13-3383A-26

Project: Lay-By Pier - Bert Jones Yacht Basin

Contract Name: N/A

Contractor is directed to proceed promptly with the following change(s):

Description: Per the Owner's request: (1) Bevel and Coat Top Pile Tops in lieu of PVC Pile Caps (2) Use 18" Long, Aluminum "S" Cleats in lieu of 15" (3) Install two 50 Amp Power Pedestals in lieu of Convenience Receptacle.

ITEM NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENSION
ADD THE FOLLOWING ITEMS TO THE CONTRACT:					
CO1-02366-B	BEVEL CUT AND COPPER COAT TIMBER PILES	45	EA	\$50.00	\$2,250.00
CO1-06103-G	18" LONG, ALUMINUM "S" CLEATS	20	EA	\$125.00	\$2,500.00
CO1-16200-A	100 AMP FEED TO 2 OWNER FURNISHED 50 AMP POWER PEDESTALS (INCLUDES ALL LABOR, CONDUIT, WIRE, STRAPPING, MOUNTING, ETC. TO COMPLETE INSTALLATION)	1	LS	\$7,000.00	\$7,000.00
	NET INCREASE				\$11,750.00
DELETE THE FOLLOWING ITEMS FROM THE CONTRACT:					
02366-B	13" PVC PILE CAPS	-45	EA	\$70.00	(\$3,150.00)
06103-G	15" LONG, ALUMINUM "S" CLEAT	-20	EA	\$75.00	(\$1,500.00)
16200-A	CONVENIENCE RECEPTACLE	-1	LS	\$7,000.00	(\$7,000.00)
	NET DECREASE				(\$11,650.00)
	TOTAL CHANGE IN CONTRACT				\$100.00

Attachments: 2/20/17 letter from J.E. Borries, Inc.; 1/25/17 email (with attachments) from Dax Alexander.

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ 100.00 [increase] [decrease].

Contract Time 0 days [increase] [decrease].

Basis of estimated change in Contract Price:

☐ Lump Sum

☒ Unit Price

☐ Cost of the Work

☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: Dax Alexander
Engineer (Authorized Signature)

By: Abigail Maguilla
Owner (Authorized Signature)

By: [Signature]
Contractor (Authorized Signature)

Title: President

Title: Director Leisure Services

Title: SUPERVISOR

Date: 3/1/17

Date: 2/28/2017

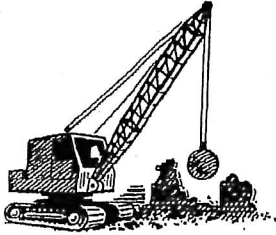
Date: 2/28/17

P:\3383-26 Lay-By Pier at Gulfport Harbor\X1\Work Change Directive No. 1.doc

EJCDC® C-940, Work Change Directive.

Prepared and published 2013 by the Engineers' Joint Contract Documents Committee.

Page 1 of 1



J.E.BORRIES, INC.

16701 HWY 57

VANCELEAVE, MS 39565

PHONE: (228) 826-4947

FAX: (228) 826-2251

BMA ENGINEERS
401 COWAN RD, SUITE A
GULFPORT, MS 39507

FEBRUARY 20, 2017

ATTN: DAX ALEXANDER
RE: LAY-BY-PIER, BERT JONES YACHT BASIN

COST ADJUSTMENT FOR CHANGES PRE CONSTRUCTION:

BID ITEM # 02366-B

13" PVC PILE CAPS - REPLACE BID COST WITH COST TO PRECISELY
CUT PILES TO BEVEL AND COAT EXPOSED TOP WITH COPPER COAT,

COST FOR THIS ADJUSTMENT IS:	UNIT PRICE	EXTENDED PRICE
	\$50.00	\$2,250.00

BID ITEM # 06103-G

15" LONG, ALUMINUM "S" CLEATS,	UNIT PRICE	EXTENDED PRICE
	\$75.00	\$1,500.00

REQUEST CHANGE FOR 18" LONG,
ALUMINUM "S" CLEATS,

PRICE ADJUSTMENT IS:	UNIT PRICE	EXTENDED PRICE
	\$125.00	\$2,500.00

BID ITEM # 16200-A

CONVENIENCE RECEPTACLE

INSTALL 50 AMP POWER RECEPTACLE
SINGLE PHASE
100 AMP FEED (PRICE INCLUDES
LABOR, CONDUIT, WIRE
STRAPPING, MOUNTS,
ETC.)

THERE WILL BE NO COST ADJUSTMENT FOR THIS CHANGE

THANK YOU,

STUART JONES
SUPERVISOR
J. E. BORRIES INC.
228-239-6867

Dax Alexander

From: Dax Alexander
Sent: Wednesday, January 25, 2017 10:33 AM
To: Stuart Jones
Cc: Marty Dove; Michelle Phillips; George Manemann (gmanemann@gulfport-ms.gov); David D'Aquila; Victor Lachin; Janette Shaw
Subject: Lay-By Pier, Gulfport
Attachments: scanner_20170124_182124.pdf; Lay By Electrical 1-25-17.pdf; Lay by Piles 1-25-17.pdf

Stuart,

As a recap to our pre-construction meeting yesterday, we advise/request the following:

1. Can you provide 17" cleats for the same price as the 15"? If not, please quote (see the attached).
 2. Gulfport does not want the PVC pile caps. We'll ask that you cut the tops of piles on a slope instead - can be worked out in field.
 3. Gulfport would like to provide an owner furnished power pedestal instead of the courtesy outlet as discussed yesterday. We also believe there is a more convenient, less expensive route to connecting to existing power source than what is shown on the plans. See the attached sketch. I'm asking Marty Dove to coordinate a meeting with your electrician, Vic Lachin and Gulfport folks in the field to discuss this potential change. Our goal here is to accomplish the work at or below the bid price for the courtesy outlet, by utilizing an owner furnished material and using a more cost effective route.
 4. The total pile length is 2975 ft., per the attached notes.
 5. We have made 6 sets of plans (3 for Code review/building permit), and 1 set of specs for you. As I understand it, Bob is going to be picking those up from our office and submitting to the Code Department for permit. Please remind them that this is a no cost permit and to call me with any questions.
 6. We're mailing the NTP to your attention with a start date of February 6th, as discussed yesterday.
- We're looking forward to a good project. Call me with any questions.

Dax Alexander, PE, President
Brown, Mitchell & Alexander, Inc.

#4, 5 & 6 Not pertinent to work Change #1

-----Original Message-----

From: scanner [mailto:smbmtech3@gmail.com]
Sent: Tuesday, January 24, 2017 5:21 PM
To: Dax Alexander <dax@bmaengineers.com>
Subject: Scanned image from BMA Engineers

Reply to: scanner <scanner@bmaengineers.com> Device Name: BMA Engineers Device Model: MX-3050N
Location: Executive Office

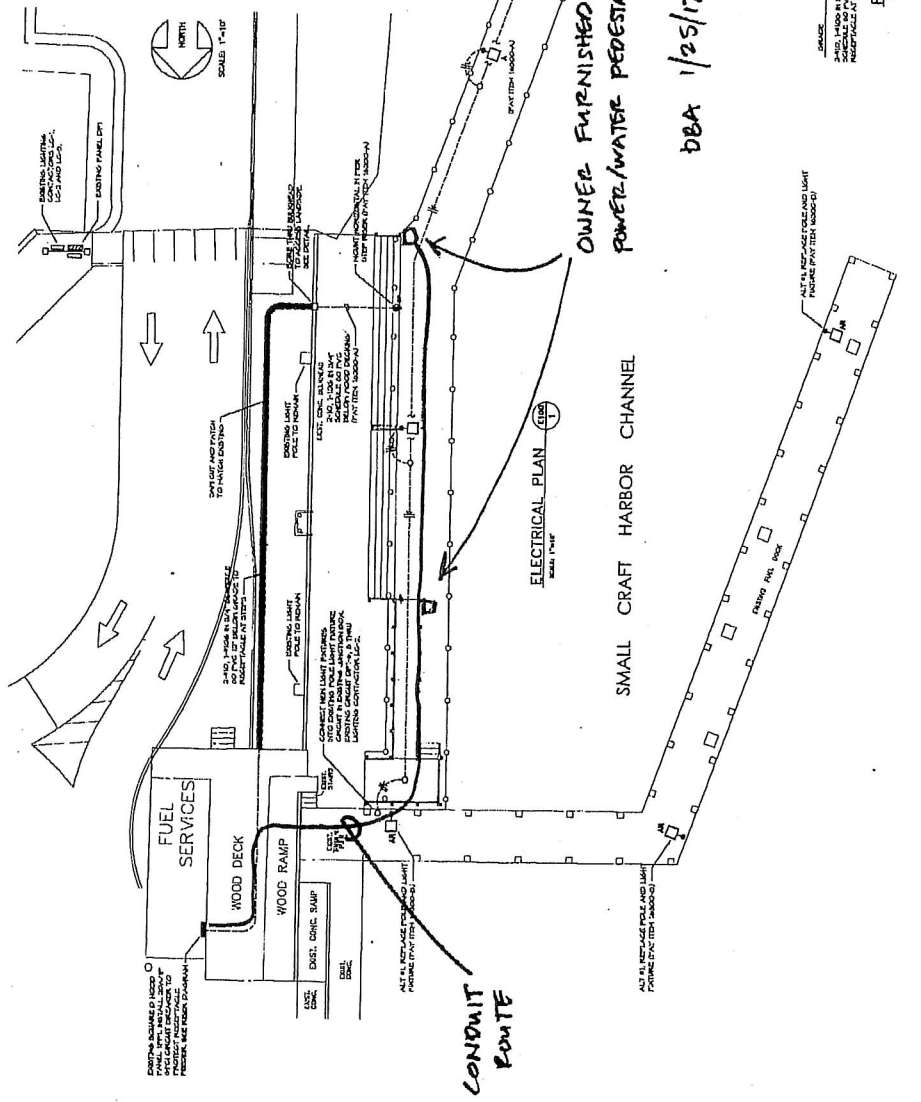
File Format: PDF (Medium)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.

Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.

Adobe(R)Reader(R) can be downloaded from the following URL:

Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

[illegible]

3. PERSONAL BUSINESS SERVICES PROVIDED BY BROWN, MITCHELL & ALLENBORN, P.C. (TYPED) ARE RELATING TO NEW YORK DELIVERED AS SHOWN. ANY REVISIONS TO THE BUSINESS & ASSOCIATED INVESTIGATION AS PROVIDED BY NEW YORK WILL BE MADE TO THE NATIONAL NUMBER AS SHOWN.

THESE PROVISIONAL DRAWINGS ARE FOR INFORMATION ONLY. THEY ARE NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THESE DRAWINGS SHALL BE MADE BY THE ENGINEER. THE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED. THE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED. THE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.

102-C-201

LAY-BY PIER

BERT JONES YATCH BASIN

GULFPORT, MISSISSIPPI

PIER PLAN

DATE: 12/15/16

REV: 1

BY: JLM

CHECKED: JLM

DESIGNED: JLM

SCALE: 1" = 100'

PROJECT: BERT JONES YATCH BASIN

SHEET: 102-C-201

BROWN, MITCHELL & ALEXANDER, INC.

CONSULTING ENGINEERS

776 West Airline, Suite 200, Gulfport, MS 39503

Phone: (601) 833-4444

Fax: (601) 833-4444

www.bmaengineers.com

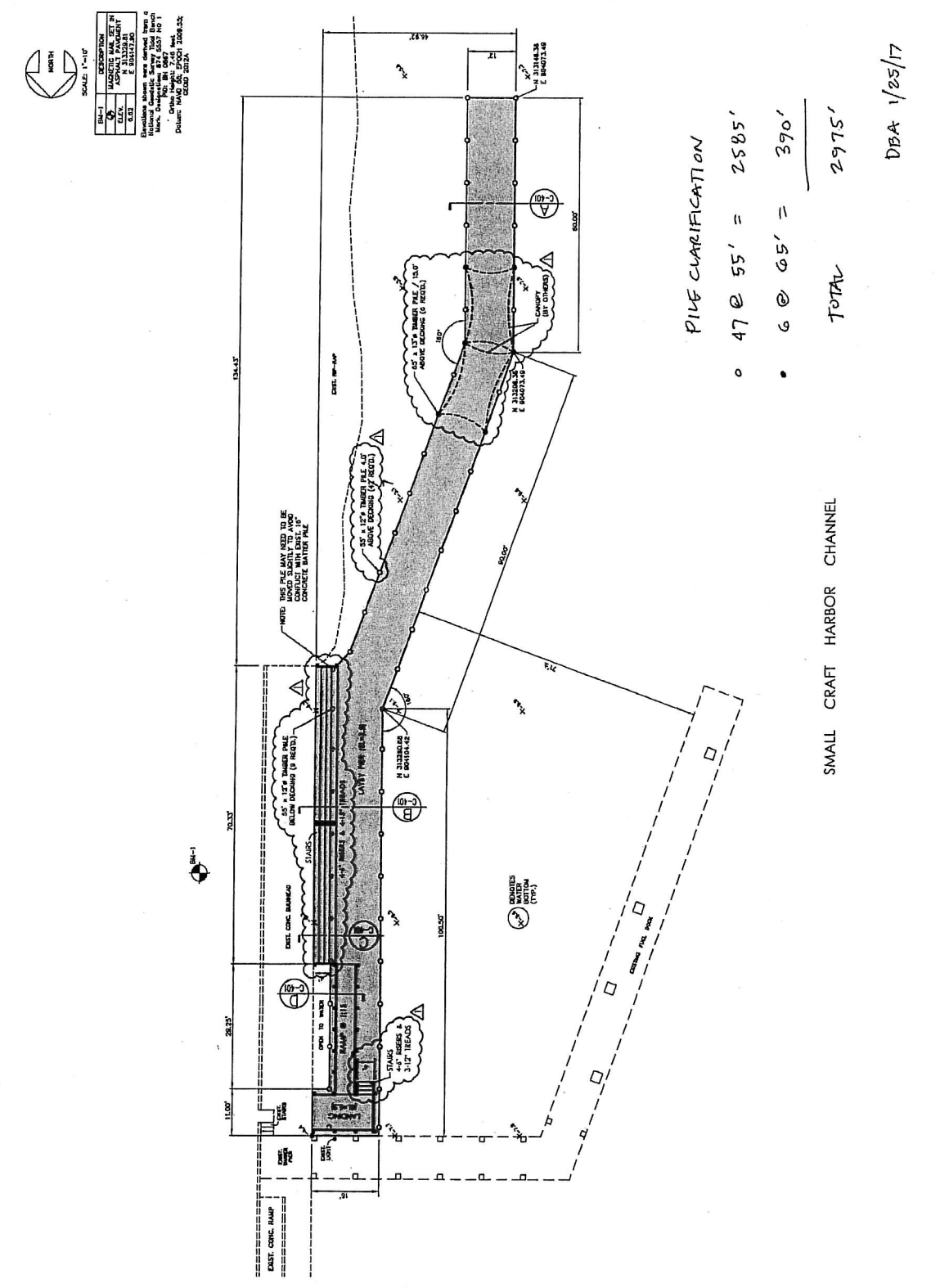
bma

776 West Airline, Suite 200, Gulfport, MS 39503

Phone: (601) 833-4444

Fax: (601) 833-4444

www.bmaengineers.com



PILE CLARIFICATION

- 47 @ 55' = 2585'
- 6 @ 65' = 390'

TOTAL 2975'

DBA 1/25/17

SMALL CRAFT HARBOR CHANNEL



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Leisure Services

Date: 06/09/2017

Subject: Resolution - approving Certificate of Substantial Completion for the Lay-By Pier in the Bert Jones Yacht Basin Project 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 _____, 2017, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR FOR
CONSTRUCTION OF A LAY-BY PIER IN THE BERT JONES YACHT BASIN, TO
AUTHORIZE THE MAYOR TO EXECUTE SAID CERTIFICATE, AND FOR
RELATED PURPOSES**

WHEREAS, J.E. Borries, Inc., was awarded the contract for construction of a lay-by pier in the Bert Jones Yacht Basin, located in the City of Gulfport; and

WHEREAS, all work was substantially completed on this project as of May 5, 2017, with the exception of certain final punch list items to be completed; and

WHEREAS, the Project Engineer has submitted for review the Certificate of Substantial Completion pertaining to the lay-by pier in the Bert Jones Yacht Basin, which, along with supporting documentation, is attached hereto collectively as Exhibit “A”.

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

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

SECTION 2. That the Certificate of Substantial Completion be and it is hereby approved in the form as is found in Exhibit “A” to this resolution and is found to be in the best interest of the City, 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 _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2017.

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB - Purchasing Manager

Date: June 9, 2017

**Re: Lay-By Pier – Bert Jones Yacht Basin
Certificate of Substantial Completion**

Please see letter of recommendation from Dax Alexander, P.E. with BMA, requesting your approval of Certificate of Substantial Completion issued on May 5, 2017.

Thank you for your consideration.

June 7, 2017

796 Vieux Marche, 2nd Floor
Biloxi, MS 39530
228-436-7612

Mr. David D'Aquila, Director
Gulfport Department of Leisure Services
1422 23rd Avenue
Gulfport, MS 39501

3103 Pascagoula Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

**RE: Lay-By Pier – Bert Jones Yacht Basin
Gulfport, Mississippi**

Dear Mr. D'Aquila:

J.E. Borries, Inc. has completed the above referenced project. We have prepared and enclosed several final documents for your review and approval:

- ~~1. One (1) final Pay Application No. 3,~~
2. Three (3) original Summary Change Orders to reflect actual quantities used on the project,
3. Three (3) original Certificates of Substantial Completion.

Also enclosed for your records are the following close-out documents as required by the General Conditions of the contract documents:

- ☐ Certificate of Insurance reflecting Completed Operations Coverage,
- ☐ Contractor's Affidavit of Payment of Debts and Claims,
- ☐ Contractor's Affidavit of Release of Liens, and
- ☐ Consent of Surety Company to Final Payment.

Therefore, subject to review by the appropriate City official of the enclosed documents, we recommend final payment to the Contractor for the total amount due this application of \$10,661.00.

Please place the Pay Application and Summary Change Order on the next available Council agenda for approval of payment to the Contractor. Please have two fully executed originals of each of the summary change order and the substantial completion returned to our office for further distribution.

If you should have any questions, please do not hesitate to contact me at 864-7612.

Sincerely,

Dax Alexander

Dax Alexander, P.E.
President

Enclosures



CERTIFICATE OF SUBSTANTIAL COMPLETION

Lay-By Pier – Bert Jones Yacht Basin

DATE OF ISSUANCE: May 5, 2017

OWNER: City of Gulfport

CONTRACTOR: J.E. Borries, Inc. ENGINEER: Brown, Mitchell & Alexander, Inc.

PROJECT: Lay-By Pier – Bert Jones Yacht Basin

This Certificate of Substantial Completion applies to all Work under the Contract Documents –
ENTIRE PROJECT

TO: City of Gulfport
OWNER

AND TO: J.E. Borries, Inc.
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of
OWNER, CONTRACTOR, AND ENGINEER, and that Work is hereby declared to be substantially
complete in accordance with the Contract Documents on

May 5, 2017

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-
inclusive, and the failure to include an item does not alter the responsibility of CONTRACTOR to
complete all the Work in accordance with the Contract Documents. The items on the attached
tentative list shall be completed or corrected by CONTRACTOR within 30 days of the above Date
of Issuance.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, utilities, insurance, and warranties and guarantees shall be as follows:

RESPONSIBILITIES

OWNER: Owner assumes responsibility for security and maintenance starting May 5, 2017.

CONTRACTOR: Contractor to complete the attached list of items to be corrected or completed and provide one full year warranty starting May 5, 2017.

The following documents are attached to and made a part of this Certificate:

~~Tentative List of Items to be Corrected or Completed~~

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on 6/7/17

Dux Alexander
Brown, Mitchell & Alexander, Inc.

CONTRACTOR accepts this Certificate of Substantial Completion on 6/6/17

J.E. Borries
J.E. Borries, Inc.

OWNER accepts this Certificate of Substantial Completion on _____

City of Gulfport

Lay-By Pier – Bert Jones Yacht Basin

Walk-Through Date: May 5, 2017

Attendees: George Manemann, City of Gulfport
Stuart Jones, J.E. Borries, Inc.
Dax Alexander, BMA
Marty Dove, BMA
Tony Moran, Canon

LIST OF ITEMS TO BE COMPLETED OR CORRECTED:

1. Add grab rails to 5 stair locations (Gulfport Code).
2. Trim splintered wood from stairs.
3. Complete electrical wiring.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/12/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Insurance Center A Division of BancorpSouth Insurance Services 213 Porter Avenue Biloxi MS 39530-		CONTACT NAME: Patty Savage PHONE (A/C, No, Ext): 228-374-2000 FAX (A/C, No): 228-432-7420 E-MAIL ADDRESS: patty.savage@bxsi.com															
INSURED JEBORRI-01 J. E. Borries, Inc. 16701 Highway 57 Vanceleave MS 39565		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :Atlantic Specialty Insurance Company</td><td>27154</td></tr><tr><td>INSURER B :American Interstate Ins Co of Texas</td><td>12228</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Atlantic Specialty Insurance Company	27154	INSURER B :American Interstate Ins Co of Texas	12228	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :																	
INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER: 1482327167

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ MCL Liability ☒ \$10,000 Ded GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			B5JH9002617	2/25/2017	2/25/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 P & I \$1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			TRC-407619	2/25/2017	2/25/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$25,000			TRC-407618	2/25/2017	2/25/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AVWCMS2526682016	8/17/2016	8/17/2017	☒ PER STATUTE ☒ OTH-ER USL&H E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Maritime Employers Liability			AVWCMS2526682016	8/17/2016	8/17/2017	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder and Brown, Mitchell & Alexander, Inc., its officers, directors, employees and all subconsultants are named as additional insureds on the General Liability, Auto Liability and Umbrella policies as required by written contract. A waiver of subrogation is provided on all policies when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**CONTRACTOR'S AFFIDAVIT
OF
PAYMENT OF DEBTS AND CLAIMS**

TO: CITY OF GULFPORT PROJECT: LAY BY PIER
BERT JONES YACHT BASIN

CONTRACT
DATED:

3/21/17

CONTRACT
AMOUNT:

\$ 241,940.00

STATE OF: MISSISSIPPI

COUNTY: JACKSON

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS: NONE

CONTRACTOR: J.E. BORRIES INC.

16701 HWY 57

VAN CLEAVE, MS 39565

SIGNED BY:

Jason Borries

Subscribed and sworn to before me on this date: June 6, 2017

Notary Public: *Breanne Williams*

Commission Expires: 1/11/2019



**CONTRACTOR'S AFFIDAVIT
OF
RELEASE OF LIENS**

TO: CITY OF GULFPORT PROJECT: LAY-BY PIER
BERT JONES YACHT BASIN

CONTRACT
DATED: 3/21/17

CONTRACT
AMOUNT: \$ 241,940.00

STATE OF: MISSISSIPPI

COUNTY: JACKSON

The undersigned hereby certifies that, to the best of the undersigned's knowledge, information and belief, except as listed below, the Release or Waivers attached hereto include the Contractor, all sub-contractors, all suppliers of materials and equipment, and all performers of work, labor or services who may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: NONE

CONTRACTOR: J.E. BORRIES INC.
16701 HWY 57
VANCELEAVE, MS 39565

SIGNED BY: *John Borries*

Subscribed and sworn to before me on this date: June 6, 2017

Notary Public: *Breanne Williams*

Commission Expires: 1/11/2019



Krol Electric Inc.

12090 New Orleans Ave
Gulfport, MS 39503
Harrison

Phone 228-832-9911
Fax 228-832-0608
krolinc@bellsouth.net

Unconditional Waiver of Lien

I/we have a contract with J. E. Borries, Inc.
to provide electrical work for the improvement to the property described
as Gulfport Harbor - Lay-by Pier,
and having been fully paid and satisfied upon receipt of \$ 27,230.00, all
my/our construction lien rights against such property are hereby waived and released, without
exception, for labor/material provided through date May 10, 2017.
This waiver, together with all previous waivers, if any, covers all amounts due to me/us for
Contract improvement provided through the date shown above.

Krol Electric, Inc.
Company Name
Alexander G. Krol, Jr. 5/10/17
Signature Date
Alexander G. Krol, Jr. President
Print Name Title

State of: Mississippi County of: Harrison

Subscribed and sworn to before me this 10th day of May, 2017.

Laura E. Lewis
Notary Public

November 24, 2017
My Commission Expires



**MATERIAL SUPPLIER CERTIFICATE AND WAIVER OF LIEN –
ACKNOWLEDGEMENT OF PAYMENT**

Supplier: ALL STAR FOREST PRODUCTS, INC

Project: LAY-BY-PIER

Address: GULFPORT MUNICIPAL MARINA, HARRISON CO., MISSISSIPPI

Owner: CITY OF GULFPORT, MS

Period from: 2/23/2017 to 4/25/2017
Date Date

Materials, Equipment, and/or Machinery have been delivered to the site, or materials have been especially fabricated for the Project during the Period as follows:

Description: PRESSURE TREATED PILING, TIMBER, HANDRAIL, DECKING,
STAINLESS STEEL SCREWS, ALUMINUM DOCK CLEATS.

\$55,365 paid in full by J.E. BERRIES, INC
VANDERLEAVE, MS.

ALL STAR FOREST PRODUCTS, INC (Supplier) hereby certifies that payment has been received in full for the above and hereby waives all right to liens and claims against the Owner therefore.

By: CHARLES BARNES

Title: AREA SALES MANAGER

Date: 5/9/2017

Witness by hand and notary seal, this 9th day of May, 2017

Michele E. Hickman
Notary

My Commission Expires: 2/10/20

Michele E. Hickman
Printed Signature

County of Residence: Harrison





AIA[®]

Document G707™ – 1994

Consent Of Surety to Final Payment

Bond # 1001076196

PROJECT: *(Name and address)*

Lay By Pier -- Bert Jones Yacht Basin

ARCHITECT'S PROJECT NUMBER: 13-3383A-26

OWNER: ☐

CONTRACT FOR: Construction

ARCHITECT: ☐

TO OWNER: *(Name and address)*

City of Gulfport

1410 24th Avenue

Gulfport, MS 39501

CONTRACT DATED: 2/6/2017

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

U.S. Specialty Insurance Company

13403 Northwest Freeway

Houston, TX 77040-6094

, SURETY,

on bond of

(Insert name and address of Contractor)

J. E. Borries, Inc.

16701 Highway 57

Vancleave, MS 39565

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to

(Insert name and address of Owner)

City of Gulfport

1410 24th Avenue

Gulfport, MS 39501

, OWNER,

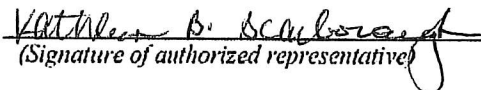
as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: May 9th, 2017

(Insert in writing the month followed by the numeric date and year.)

U.S. Specialty Insurance Company

(Surety)


(Signature of authorized representative)

Kathleen B. Scarborough, Attorney-in-Fact

(Printed name and title)

Attest:

(Seal):



POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Jim E. Brashier, Troy P. Wagener, Loren Richard Howell, Jr., Dewey Brashier,
Kathleen B. Scarborough, Susan Skmetta, John W. Nance**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (\$ ***unlimited***).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

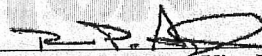
IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:


Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature  (Seal)



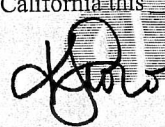
I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 9th day of May, 2017.

Corporate Seals



Bond No. 1001076196
Agency No. 17033


Kio Lo, Assistant Secretary

June 7, 2017

Mr. David D'Aquila, Director
Gulfport Department of Leisure Services
1422 23rd Avenue
Gulfport, MS 39501

**RE: Lay-By Pier – Bert Jones Yacht Basin
Gulfport, Mississippi**

Dear Mr. D'Aquila:

J.E. Borries, Inc. has completed the above referenced project. We have prepared and enclosed several final documents for your review and approval:

1. One (1) final Pay Application No. 3,
2. Three (3) original Summary Change Orders to reflect actual quantities used on the project,
3. Three (3) original Certificates of Substantial Completion.

Also enclosed for your records are the following close-out documents as required by the General Conditions of the contract documents:

- ☐ Certificate of Insurance reflecting Completed Operations Coverage,
- ☐ Contractor's Affidavit of Payment of Debts and Claims,
- ☐ Contractor's Affidavit of Release of Liens, and
- ☐ Consent of Surety Company to Final Payment.

Therefore, subject to review by the appropriate City official of the enclosed documents, we recommend final payment to the Contractor for the total amount due this application of \$10,661.00.

Please place the Pay Application and Summary Change Order on the next available Council agenda for approval of payment to the Contractor. Please have two fully executed originals of each of the summary change order and the substantial completion returned to our office for further distribution.

If you should have any questions, please do not hesitate to contact me at 864-7612.

Sincerely,

Dax Alexander

Dax Alexander, P.E.
President

Enclosures

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

796 Vieux Marche, 2nd Floor
Biloxi, MS 39530
228-436-7612

3103 Pascagoula Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

CELEBRATING





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
City Council

Date: 06/13/2017

Subject: Resolution - by the Gulfport City Council reconfirming Sections 1-38 and 1-39 of the Code of Ordinances for the City of Gulfport and authorizing compensation related to the same and for related purposes.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Police Department

Date: 05/31/2017

Subject: Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport Police Department 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 _____, 2017, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT THRU THE GULFPORT POLICE DEPARTMENT COMMUNITY EVENTS, POLICE EXPLORER PROGRAMS, AND JOB FAIRS, AND FOR RELATED PURPOSES

WHEREAS, the Gulfport Police Department regularly participates in health/job fairs to assist in identifying quality candidates to join the City of Gulfport, as well as Community events for Fire Prevention Handouts; and

WHEREAS, the City of Gulfport receives advertising thru the job/career fairs and community events; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure of \$403.00 for the purchase of the items such as pens, serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through the Gulfport Police Department, is hereby authorized to expend municipal funds in the amount of \$403.00

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 _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2017.

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, Purchasing Manager

Date: May 31, 2017

**Re: Request Permission to Purchase Promotional Items
Police Department**

The Gulfport Police Department frequently engages and participates in activities for the citizens of Gulfport such as community watch programs, community policing activities, summer camps, police explorer programs, Crusin' the Coast, Night Out Against Crime, as well as numerous career fairs for recruiting, and college visits with Criminal Justice students for recruiting. These events are scheduled between April and October 2017.

We are requesting your approval to purchase promotional items to support the above mentioned events such as pens for an approximate total cost is \$403.00 (see attached quotes).

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. (See attached resolution).

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.”

The Gulfport Police Department frequently engages and participates in activities for the citizens of Gulfport such as parades, community watch programs, community policing activities, summer camps, police explorer programs, Cruisin' the Coast, Night Out Against Crime, as well as numerous career fairs for recruiting, and college visits with Criminal Justice students for recruiting. These events are scheduled for April through October 2017.

We are requesting your approval to purchase promotional items to support the above mentioned events such as pens. The total cost is approximately \$403.00.

Limited Time Offer

ALPHA SOFT TOUCH WITH STYLUS



Promote Your Business With
This Top-Selling Promotional Gift!

NATIONAL PEN COMPANY
Your image is our business!

LEONARD PAPANIA
GULFPORT POLICE DEPARTMENT
PO BOX S
GULFPORT MS 39502-0560

Dear Leonard Papania,

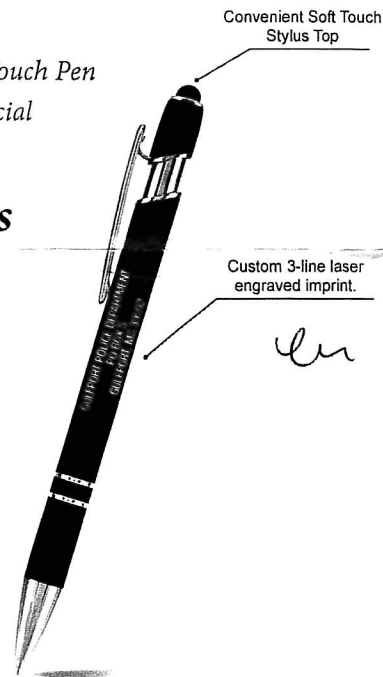
You have one of our top-selling pens in your hands, the Alpha Soft Touch Pen with Stylus. Don't wait any longer to benefit from our first-time, special introductory offer.

50 Alpha Soft Touch Pens with Stylus For Only ~~\$1.70~~ 69¢ Each!*

Your credit is good with us! Gulfport Police Department has been pre-approved to order on an open account. Send no money now; we'll bill you later.

Best Regards,

Peter Kelly, CEO



P.S. This exclusive offer is only valid for 30 days. Order soon!

National Pen Company, 342 Shelbyville Mills Road, Shelbyville, TN 37160 • Sales: 888-672-5488 • Toll-Free Fax: 800-854-PENS (7367)

*Please allow a \$16.95 set up charge plus delivery/handling charge. Subject to credit approval.

WHEN ORDERING, YOU HAVE A CHOICE...



ORDER ONLINE
at www.orderpens.com
Your Promo Code is: 5YY9JR6E



BY MAIL
Send in your order form
in the enclosed reply envelope.



BY TELEPHONE
Call Toll-Free at
888-672-5488



BY FAX
Fax your order to
800-854-7367

JR6E-09665

ORDER FORM

VALID FOR 30 DAYS

☐ **YES! I want to order my personalized Alpha Soft Touch Pens with Stylus.**

1. Choose the Quantity

- | | | |
|--------------------------------|-------------------|----------|
| ☐ 50 @ | \$1.70 | 69¢ each |
| ☐ 75 @ | \$1.70 | 69¢ each |
| ☐ 100 @ | \$1.59 | 69¢ each |
| ☐ 150 @ | \$1.59 | 69¢ each |
| ☐ 250 @ | \$1.49 | 69¢ each |
| ☐ 500 @ | \$1.39 | 69¢ each |

2. Choose the Color

- | | |
|---------------------------------------|-----------------------------------|
| ☐ Blue- sample | ☐ Black |
| ☐ Purple | ☐ Taupe |
| ☐ Red | ☐ Assorted |

3. Your Personalized Sample Imprint

GULFPORT POLICE DEPARTMENT
PO BOX S
GULFPORT, MS 39502

Or make imprint changes here. Up to 3 lines of 40 characters per line. (including spaces)

4. Contact Information

Full Name: _____

Telephone: _____

P65733586JR6E02

LEONARD PAPANIA
GULFPORT POLICE DEPARTMENT
PO BOX S
GULFPORT MS 39502-0560

LNS-1EE-J4L BX-CB-C E1W2

05/12/17
US-LNSPRO0



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Administration

Date: 06/14/2017

Subject: Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at the 2017 inauguration of the Mayor and City Council 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 _____, 2017, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT AT THE 2017 INAUGURATION OF THE MAYOR AND CITY COUNCIL

WHEREAS, 2017 municipal elections are completed and certified as required by applicable state statute, and a new governing authority, for the 2017-2011 term is slated to assume office on July 1, 2017; and

WHEREAS, an inaugural ceremony is planned for June 29, 2017, at Grass Lawn, a structure integral to the history of Gulfport; and

WHEREAS, the inaugural ceremony and related events , all of which are open to the public, are designed to bring into favorable notice the opportunities, possibilities and resources of the City of Gulfport by noting the bright future of our City and to continue to celebrate our post-Katrina rebuilding process and certain expenditures are necessary to showcase Gulfport's assets and resources; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that expenditures of up to \$10,000.00 in support of the 2017 inauguration ceremony serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in an amount up to Ten Thousand Dollars (\$10,000.00) to be used to advertise the opportunities, resources and possibilities of the City of Gulfport.

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 _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2017.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Leisure Services

Date: 06/09/2017

Subject: Resolution - authorizing an expenditure to Lamar Outdoor Advertising for advertisement of the 2017 Gulfport Harbor Lights Winter Festival 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 _____, 2017, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE TO LAMAR OUTDOOR ADVERTISING FOR ADVERTISING OF THE 2017 GULFPORT HARBOR LIGHTS WINTER FESTIVAL

WHEREAS, the City of Gulfport desires to create awareness for and build interest in the inaugural Gulfport Harbor Lights Winter Festival by making a financial outlay to assist in the expenses associated with advertising the Festival; and

WHEREAS, the Governing Authority of the City is of the opinion that Gulfport Harbor Lights Winter Festival is a means of providing public entertainment for the community; and

WHEREAS, the Governing Authority finds that an expenditure from the general fund of the City to Lamar Outdoor Advertising to help promote Gulfport and this event is an appropriate expenditure under Miss. Code Ann. § 17-3-1 (Rev. 2012) for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport, and to provide assistance to the Gulfport Harbor Lights Winter Festival event that will be helpful toward advancing tourism and participation for this event and, thereby, the financial interest of the City of Gulfport and the Mississippi Gulf Coast and is, therefore, an appropriate expenditure under Miss. Code Ann. § 17-3-3 (Rev. 2012); and

WHEREAS, a proposed Agreement between the City of Gulfport and Lamar Outdoor Advertising is attached hereto as Exhibit “A” for review and consideration.

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 Agreement attached hereto as Exhibit “A” be and the same is hereby approved in substantially the same form as attached, the Mayor be and he is hereby authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That a total expenditure of nine thousand dollars (\$9,000.00) to Lamar Outdoor Advertising for Interactive Digital Displays from November 13 thru December 10, 2017, be, and it is hereby, approved.

SECTION 4. That this Resolution shall be spread upon the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the Resolution adopted, this the _____ day of _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2017.

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB - Purchasing Manager

Date: June 9, 2017

**Re: Request Permission to Advertise – Lamar Advertising
Gulfport Harbor Lights Winter Festival
Leisure Services**

The Department of Leisure services is requesting your approval to advertise with Lamar Advertising for a total cost of \$9,000.00. This request is in support of the Gulfport Harbor Lights Winter Festival. The promotion includes 4 digital billboards with 4-weeks of run time. It also includes (free of charge) billboards in Hattiesburg, New Orleans, Mobile and Jackson on a “space available” basis.

Request City Council makes a finding that the advertisement 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.

Biloxi/Gulfport
10571 Outdoor Way
Gulfport, MS 39503
Phone: 228-863-5188
Fax: 228-863-5372



CONTRACT # 2811509

Date: 5/30/2017
New/Renewal: NEW
Account Executive: Matthew Howard
Phone: 228-863-5188

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	615453-3
Name	CITY OF GULFPORT
Address	P.O. BOX 1780
City/State/Zip	GULFPORT, MS 39502
Contact	CONNIE DEBENPORT
Email Address	cdebenport@gulfport-ms.gov
Phone #	(228) 868-5705
Fax #	(228) 865-5704
P.O./ Reference #	
Advertiser/Product	DEPARTMENT OF LEISURE SERVICES
Campaign	2017 Gulfport Harbor Lights

Space										
# of Panels: 4								Billing Cycle: Every 4 weeks		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
3002 14923164	032- BILOXI/GULFPORT/ METRO, MS	W/S US 49 .6 MILE N/O I- 10	Yes	Digital Bulletin	10' 6" x 36' 0"		11/13/17-12/10/17	1	\$2,250.00	\$2,250.00
3010 30652421	032- BILOXI/GULFPORT/ METRO, MS	W/S LORRAINE RD 1 MILE S/O I-10	Yes	Digital Bulletin	10' 6" x 36' 0"		11/13/17-12/10/17	1	\$2,250.00	\$2,250.00
3014 30737333	032- BILOXI/GULFPORT/ METRO, MS	S/S I-10 .5 MILE E/O I- 110 EXIT 46	Yes	Digital Bulletin	14' 0" x 48' 0"		11/13/17-12/10/17	1	\$2,250.00	\$2,250.00
3015 30737334	032- BILOXI/GULFPORT/ METRO, MS	W/S I-110 .5 MILE S/O I- 10	Yes	Digital Bulletin	14' 0" x 48' 0"		11/13/17-12/10/17	1	\$2,250.00	\$2,250.00
Total Space Costs:									\$9,000.00	

Special Considerations:

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Holiday Event Coordinator

(Officer/Title)

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	CITY OF GULFPORT
Signature:	(signature above)
Name:	(print name above)
Date:	(date above)

INITIALS _____



Biloxi/Gulfport
10571 Outdoor Way
Gulfport, MS 39503
Phone: 228-863-5188
Fax: 228-863-5372



CONTRACT # 2811509

Date: 5/30/2017
New/Renewal: NEW
Account Executive: Matthew Howard
Phone: 228-863-5188

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

ACCOUNT EXECUTIVE: Matthew Howard

GENERAL MANAGER

DATE

STANDARD CONDITIONS

1. Late Artwork: The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
2. Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
3. Payment Terms: Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
4. Service Interruptions: If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
5. Entire Agreement: This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
6. Copy Acceptance: Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
7. Termination: All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
8. Materials/Storage: Production materials will be held at customer's written request. Storage fees may apply.
9. Installation Lead Time: A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
10. Customer Provided Production: The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.
11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.

INITIALS _____





CONTRACT # 2811509

13. Digital Provisions: Lamar will strive to provide Advertisers with 100% of the time they contract. However, due to problems with power interruptions, emergency governmental warnings (e.g. Amber Alerts) or other unforeseen interruptions, Lamar is guaranteeing copy will be displayed an average of 92.5% of the time contracted. If a location should be lost during the period of display for any reason, a digital location of equal advertising value will be substituted or credit issued for the loss of service. For purposes of determining whether a credit is due, the average number of guaranteed impressions per day will be measured over the duration of the contract, e.g., during a four week contract, the available impressions during the entire four week term of the contract will be calculated and 92.5% of that number will be used as the basis to determine whether a credit is due the Advertiser. If Lamar has provided 92.5% or greater of available impressions, then no credit will be due.

14. Customer Supplied Content (iSpots) License and Indemnity Agreement

Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter of any copy displayed or produced pursuant to this contract.

14(a) - Customer Supplied Content - When Advertiser desires to purchase digital advertising from Lamar featuring images, photographs, graphics, text, data, or other such media ("Customer Supplied Content (CSC)") that will be provided by Advertiser, some of which may be owned and/or provided, directly or indirectly, by a third party (hereinafter "Third Party Customer Supplied Content or Third Party CSC"):

(i) the Advertiser shall be solely responsible to ensure the appropriateness and inoffensive or otherwise innocuous nature of the CSC or Third Party CSC.

(ii) Advertiser acknowledges that Advertiser is solely responsible for acquiring, licensing, and/or purchasing any Third Party CSC and/or has the authority to use and to license CSC and Third Party CSC.

(iii) Advertiser warrants that the CSC and/or Third Party CSC will comply with all applicable local, state and federal laws and regulations.

(iv) Advertiser shall be solely responsible for the truthfulness, accuracy, integrity, and lawfulness of the CSC and/or Third Party CSC.

(v) Advertiser shall defend, cover, indemnify and hold Lamar harmless for all loss, expense or damages, of whatever nature, which may be incurred by Lamar as a result of any claims or actions in connection with Lamar's or Lamar's affiliates and subsidiaries for use of the CSC or Third Party CSC. Claims or Actions shall specifically include but not be limited to the CSC's or Third Party CSC's public appropriateness. The foregoing duty to defend, cover and indemnify shall include, without limitation, a duty to pay any attorneys' fees and other costs of defense incurred by Lamar and its affiliates or subsidiaries.

(vi) Advertiser hereby grants to Lamar a paid up, non-exclusive, royalty-free license to use, reproduce, display, perform and modify the CSC and Third Party CSC, on its digital displays or to adapt the CSC and Third Party CSC for such use. The license granted herein includes the right to prepare works which may be considered derivative works of the CSC and/or Third Party CSC or any intellectual property contained therein. Additionally, Advertiser grants to Lamar such trademark license rights as may be necessary for Lamar to use the CSC and Third Party CSC on its digital displays.





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Information Systems

Date: 06/06/2017

Subject: Recommendation - for renewal of License Agreement with ESRI providing GIS services for the City of Gulfport.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: June 6, 2017

**Re: ESRI Small Government Enterprise License Agreement
Information Technology - GIS**

See attached 3 (three) year renewal contract that provides licenses for all of Gulfport's Geographic Information Systems (GIS). The GEL (Government Enterprise License) covers an unlimited number of deployments of ESRI's ArcDesktop and ArcServer products and extension like Network Analyst and Spatial Analyst.

ArcDesktop is utilized by several departments in the city, such as Urban Development, Police Department, Engineering and GIS. ArcServer provides the underpinning of both Gulfport's internal and external GIS server needs.

It is my recommendation that you approve this request for an annual fee of \$51,000.00 for 3 years total of \$153,000.00.

Thank you for your consideration.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 05/24/2017 To: 08/22/2017*

Quotation # 20508400

Date: May 24, 2017

Customer # 153142 Contract #

City of Gulfport
General Administration Dept
1422 23rd Ave
Gulfport, MS 39501-2055

ATTENTION: Mike Miller
PHONE: 228-868-2179
FAX:

Material	Qty	Description	Unit Price	Total
110037	1	Yr 1: Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	50,000.00	50,000.00
110037	1	Yr 2: Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	50,000.00	50,000.00
110037	1	Yr 3: Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	50,000.00	50,000.00
115573	1	Yr 1: ArcPad Populations of 50,001 to 100,000 Small Government Enterprise License Agreement	1,000.00	1,000.00
115573	1	Yr 2: ArcPad Populations of 50,001 to 100,000 Small Government Enterprise License Agreement	1,000.00	1,000.00
115573	1	Yr 3: ArcPad Populations of 50,001 to 100,000 Small Government Enterprise License Agreement	1,000.00	1,000.00
Item Total:				153,000.00
Subtotal:				153,000.00
Sales Tax:				0.00
Estimated Shipping & Handling(2 Day Delivery) :				0.00
Contract Pricing Adjust:				0.00
Total:				\$153,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Thomas Brown Email: thomas_brown@esri.com Phone: (909) 793-2853 x8815

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

BROWNT

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # 20508400

Date: May 24, 2017

Customer # 153142 Contract #

City of Gulfport
General Administration Dept
1422 23rd Ave
Gulfport, MS 39501-2055

ATTENTION: Mike Miller
PHONE: 228-868-2179
FAX:

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 05/24/2017 To: 08/22/2017

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Thomas Brown

Email: thomas_brown@esri.com

Phone: (909) 793-2853 x8815

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

BROWNT

This offer is limited to the terms and conditions incorporated and attached herein.



Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

Esri Use Only:

Cust. Name _____

Cust. # _____

PO # _____

Esri Agreement # _____

**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
Schematics, ArcGIS Workflow Manager, ArcGIS Data
Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
(Advanced and Standard)
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
Workflow Manager

Enterprise optional servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
Spatial Analyst, ArcGIS Engine Geodatabase Update,
ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) annual Professional subscription to ArcGIS
Developer*
Two (2) Esri CityEngine Advanced Single Use Licenses
250 Level 1 ArcGIS Online Named Users
250 Level 2 ArcGIS Online Named Users
37,500 ArcGIS Online Service Credits
250 Level 1 ArcGIS Enterprise Named Users
250 Level 2 ArcGIS Enterprise Named Users
5 Insights for ArcGIS

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

* Maintenance is not provided for these items

**Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with a signed sales quotation, purchase order, or other document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of Customer's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means the applicable license agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri license agreement that supersedes such electronically acknowledged license agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support. Customer will receive Tier 2 Support from Esri.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed during the Term of Agreement, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each additional year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.
- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each additional year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Leisure Services

Date: 06/09/2017

Subject: Recommendation - to accept the Proposal of Sideshow Props for services related to the 2017 Harbor Lights Winter Festival.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB, Purchasing Manager

Date: June 9, 2017

**Re: 2017 Gulfport Harbor Light Show
Department of Leisure Services
Services to provide SideShow Props**

The Department of Leisure Services requests your permission to enter into the attached Service Agreement with Sideshow Props to provide the below listed services at the 2017 Harbor Light Show.

1. Candy Store	\$8,500.00
2. Decorate Pavilion	\$7,500.00
3. Fire Pit and Benches	\$1,500.00
4. 1870's Train	\$5,000.00
5. Ticket Station	\$6,300.00
6. Santa Village	\$23,500.00
7. Delivery and Pick-up	\$1,200.00
TOTAL	\$63,500.00

I have attached a copy of the agreement as well as the insurance certificate for your review and approval. Thank you for your consideration.

Side Show Props 2.0
3420 Giles Road
Gulfport, MS 39501
228-341-1327



PROPOSAL

5.4.2017

City of Gulfport

Christmas 2017

DESCRIPTION	PRICE
1. Candy Store	\$8,500
2. Decorate Pavilion	\$7,500
3. Fire Pit and Benches	\$1,500
4. 1870's Train	\$5,000
5. Ticket Station	\$6,300
6. Santa Village	\$23,500
7. Delivery & Pick-up	\$1,200
TOTAL	\$53,500

1. Candy Store – Includes but not limited to:

- a. Re-assemble candy store
- b. Touch-up
- c. Dress out

2. Decorate Pavilion – Includes but not limited to:

- a. Soldiers
- b. Wagon with presents
- c. Poles and lights
- d. Snowman
- e. Mountains
- f. Mail box
- g. All backdrops
- h. Presents
- i. Brick wall and gate

3. Fire Pit and Benches

- a. 7 Benches/Chairs
- b. 2 Barrels

(Additional benches/chairs barrels \$250.00)

4. 1870's Train

- a. Train
- b. Box Car
- c. Railroad Sign
- d. Lights

(No lights \$4,500)

5. Ticket Station (Storage Shed provided by City of Gulfport)

- a. Detachable decorated front
- b. Detachable decorated roof
- c. Detachable decorated 2 sides
- d. Signage
- e. Lights

6. Santa Village (Container provided by City of Gulfport)

- a. Build out
- b. Fully dress

INSURANCE BINDER

THE TERMS AND CONDITIONS OF THIS CONFIRMATION OF INSURANCE MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. PLEASE READ THIS CONFIRMATION CAREFULLY AND COMPARE IT WITH ANY QUOTE AND SUBMISSION DOCUMENTS AND REVIEW THE POLICY FORMS FOR THE ACTUAL COVERAGES PROVIDED.

IN ACCORDANCE WITH YOUR INSTRUCTIONS, AND IN RELIANCE UPON THE STATEMENTS MADE BY THE RETAIL BROKER IN THE INSURED'S APPLICATION/SUBMISSION, WE HAVE OBTAINED INSURANCE AT YOUR REQUEST AS FOLLOWS:

DATE ISSUED: November 10, 2016

PRODUCER: Rural Insurance Agency, Inc.
P. O. Box 1972
Jackson, MS 39215-1972

INSURED: Sideshow Props 2.0 LLC
3420 Giles Rd
Gulfport, MS 39501

INSURER: Covington Specialty Insurance Company
Non-Admitted

POLICY NO.: VBA488266-00 **PREVIOUS NO.:**

COVERAGE: General Liability - Commercial

TERM: 12 Months

POLICY PERIOD: 11/9/2016 TO 11/9/2017

12:01 A.M. STANDARD TIME AT THE LOCATION ADDRESS OF THE NAMED INSURED. THIS INSURANCE BINDER WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE FORMAL POLICY(IES) ISSUED TO REPLACE IT.

LIMITS OF INSURANCE:

\$2,000,000	General Liability Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Each Occurrence
Not Covered	Personal & Advertising Injury
\$100,000	Fire Damage
\$5,000	Medical Payments

DEDUCTIBLE: \$500 Deductible

POLICY FORM: Occurrence

TERMS / CONDITIONS:

(a) 25% minimum earned premium at inception

(b) ENDORSEMENTS / NOTABLE EXCLUSIONS:

GBA901001	Policy Jacket
GBA900001	Common Policy Declarations
GBA900002	Schedule of Forms
GBA904010	Minimum Earned Premium Retained

GBA906011 Exclusion of Other Nuclear, Biological, Chemical or Radiological Actos of Terrorism
 GBA909001 Service of Suit Endorsement
 IL0017 Common Policy Conditions
 IL0021 Nuclear Energy Exclusion
 GBA100001 Commercial General Liability Coverage Part Declarations
 CG0001 Commercial General Liability Coverage Form (12/2007 Edition)
 GBA104014 Basis of Premium
 GBA106109 Exclusion-Access or Disclosure of Confidential or Personal Inforamtion and Data-Related Liability
 GBA909003 Notice-Disclosure of Terrorism Premium - If Terrorism Covered
 GBA906005 Exclusion-Terrorism - If Terrorism Excluded
 RSG99018 Rejection of Terrorism - If Terrorism Excluded

MS Mandatory Form

IL0282 Mississippi Changes-Cancellation and Nonrenewal

 CG0300 Deductible Liability Insurance
 CG2138 Exclusion - Personal and Advertising Injury

GBA104024 Designated Construction Project(s) Gen Agg and Gen Agg for all Construction Projects
 GBA105014 Contractor Coverage Ext Endorsement – Blanket AI – Owners, Lessees or Contractors
 – PNC – Blanket Waiver of Transfer of Rights
 GBA106015 Classification Limitation
 GBA106029 Exclusion-Independent Contractors
 GBA106037 Exclusion-Performers
 GBA106060 Contractors-Exclusions and Limitations Amendatory
 GBA106066 Exclusion-Pre-Existing Damage or Injury
 GBA106090 Exclusion-Injury to Volunteer Worker
 GBA106092 Products-Completed Operations Included In General Aggregate
 GBA106105 Exclusion-Wrap Up

(c) ATTACHMENTS / SUBJECT TO:

****Completed, signed and dated RSUI Disclosure Notice and Acord Applications and any required Supplemental Applications are required in our office to bind coverage**

****Company Applications and TRIA's can be obtained from our website @ www.sramga.com**

****Three years current company loss runs, if applicable**

****Favorable inspection**

****Premium is 100% minimum and deposit**

****Audit at end of policy term and may result in additional premium**

****The premium for Additional Insured & Waiver of Subrogation Endorsements is fully earned**

(d) ALL OTHER TERMS AND CONDITIONS APPLY PER FORM

<u>PREMIUM:</u>	\$575.00
<u>FEES:</u>	
	Policy Fee \$50.00
<u>TAXES:</u>	\$25.00
<u>TAXES:</u>	\$1.56
<u>NA FEE:</u>	\$18.75
<u>TRIA:</u>	REJECTED
<u>TOTAL:</u>	\$670.31

COMMISSION: 10%

CANCELLATION: THIS POLICY IS SUBJECT TO THE CANCELLATION PROVISIONS AS FOUND IN THE POLICY(IES) OR
--

CERTIFICATE(S) CURRENTLY IN USE BY THE INSURER. THE INSURANCE EFFECTED UNDER THE INSURER'S BINDER CAN BE CANCELLED BY THE INSURER (SUBJECT TO STATUTORY REGULATIONS) BY MAILING, TO THE INSURED AT THE ADDRESS STATED ON THE FACE OF THIS CONFIRMATION OF INSURANCE, WRITTEN NOTICE STATING WHEN SUCH CANCELLATION SHALL BE EFFECTIVE. IN THE EVENT OF CANCELLATION BY THE INSURED, THE EARNED PREMIUM WOULD BE SUBJECT TO THE MINIMUM PREMIUM IF APPLICABLE.

THIS CONFIRMATION OF INSURANCE IS ISSUED BASED UPON THE INSURER'S AGREEMENT TO BIND AND IS ISSUED BY THE UNDERSIGNED WITHOUT ANY LIABILITY WHATSOEVER AS AN INSURER.

Twilla J. Horn, Commercial Lines Underwriter
Leigh Anne Coleman, Commercial Underwriting Assitant
Ridgeland , MS 39157

TOTAL NUMBER OF PAGES: 2
INSURED: , Sideshow Props 2.0 LLC
DATE ISSUED: November 10, 2016

CATASTROPHE SERVICES CANCELLATION PROVISION

If more than 40% of the State Farm attendees are called away for catastrophe duty, State Farm has the right to cancel the event and reschedule within a twelve month period without the payment of damages or penalties.

MEDIATION

Any disputes arising out of this Agreement shall be submitted to mediation, in lieu of any binding arbitration.

COMPLETE AGREEMENT

This Addendum and the attached Service Provider Agreement constitute the entire Agreement between the Service Provider and State Farm with respect to the subject matter hereof and shall supersede all previous proposals both oral and written, negotiations, representations, commitments, and other communications between the parties. This Agreement may not be released, discharged, changed or modified except in writing and signed by duly authorized representatives of both parties.

Accepted by State Farm Mutual
Automobile Insurance Company

Printed Name

Title

Signature

Date

Accepted by Service Provider

LAWRENCE BARATTINI
Printed Name

OWNER - MOVIESETS
Title


Signature

10/22/16
Date



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Wayne Miller, Director
Public Works

Date: 06/12/2017

Subject: Request - for acceptance of Utility Partners, LLC Performance Report for Water & Sewer Maintenance and Streets & Drainage Maintenance Contract for FY 2016..

Recommendation:



**OFFICE of DIRECTOR of
PUBLIC WORKS**

4050 Hewes Avenue
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-214-2238

June 20, 2017

Mayor Billy Hewes
Gulfport City Council
Bobby Knesal, Contract Administrator – Utility Partners, LLC.

Re: Utility Partners, LLC. Performance Report for Water & Sewer Maintenance and Streets & Drainage Maintenance

Today, we present you with the staff Final Report of the Performance of Utility Partners, LLC. for the Contracts of Water & Sewer Maintenance and Streets & Drainage Maintenance for FY 2016. Retainage has been withheld from each monthly payment to Utility Partners, LLC. Release of this retainage for FY 2016 is based on the included performance results.

Per contract requirements, Utility Partners, LLC shall have 30 days to respond to these findings. The Departments of Public Works and Finance, considering any additional information provided by Utility Partners, LLC, shall then provide a final recommendation to the Mayor and City Council regarding overall performance and the disbursement of the retained amount. The Gulfport City Council shall make the final determination to release the retainage.

The information contained in this report was completed and approved by the signatures below for their perspective areas.

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

Linda Elias, CPA
Comptroller

John Thomas
Streets & Drainage Inspector

Brian McKnight
Water & Sewer Inspector

James O'Dell
Safety & Environmental Inspector

Mark Kraninger
Assistant Director of Public Works

Ryan D. Merrill, M.S.
Budget Analyst

Joe Johnson
Streets & Drainage Inspector

Brian Jones
Water & Sewer Inspector



DEPARTMENT OF PUBLIC WORKS

Utility Partners, LLC FY 2016 PERFORMANCE REPORT

**Water & Sewer Maintenance
Streets & Drainage Maintenance**



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1 EXECUTIVE SUMMARY

In October 2011, the City of Gulfport and Utility Partners, LLC entered into a new performance based contract for the Operations and Maintenance of Water, Sewer, Streets, Drainage. The total base fee for Year 5 is \$6,992,589.13

The professional accounting firm of Wright, Ward, Hatten & Guel, PLLC were hired to review the records of the Public Works Department for accuracy with the contract requirements.

1.1 Water & Sewer Maintenance

- Customer Surveys/Satisfaction Rate 88.7 %
- Quality 99.8 %
- Completion % of Requests 100.0 %
- Response/Production Time 98.1 %
- Routine Maintenance 100.0 %

1.2 Streets & Drainage Maintenance

- Customer Surveys/Satisfaction Rate 88.8 %
- Quality 100.0 %
- Completion % of Requests 100.0 %
- Response/Production Time 100.0 %
- Routine Maintenance 100.0 %

Below is a summary of the Retainage Release Results:

Division	Year 5 Cost FY 2016	Retainage (5%)	Retainage Withheld by City	Employee Shortage Reimbursement	Retainage to be Released to Utility Partners, LLC
Water & Sewer	\$3,837,935.73	\$185,098.44	0	\$0.00	\$185,098.44
Streets & Drainage	\$3,154,653.40	\$157,732.68	0	\$0.00	\$157,732.68
Total	\$6,992,589.13	\$342,831.10	0	\$0.00	\$342,831.10



2 WATER & SEWER MAINTENANCE

In October 2011, the City of Gulfport and Utility Partners, LLC entered into a new performance based contract to operate and maintain the City's Water and Sewer Systems. This new contract features an improved benchmarking process from the previous 2006 contract. The performance based contract identified five (5) main areas to be measured that are shown below:

1. Customer Surveys/Satisfaction Rate
2. Quality
3. Completion % of Requests
4. Response/Production Time
5. Routine Maintenance

Each contract identifies retainage to be withheld from the contractor's monthly payment. The amount withheld is \$191,896.79 during FY 2016 for the Water & Sewer Maintenance Contract. A Benchmark Matrix to Release Retainage was developed to determine the percentage of the retained funds to be paid to the contractor at the end of the fiscal year once the performance measurement was completed. The Matrix and conclusions are shown below:

BENCHMARK MATRIX TO RELEASE \$191,896.79 RETAINAGE FOR FY 2016
PERCENTAGE OF EACH CATEGORY IS SHOWN IN ()

	< 60%	60% - 69.9%	70% - 79.9%	80% - 89.9%	90%- 94.9%	95%- 96.9%	97%- 99.9%	100%	Calculated % Passing	TOTAL % RETAINAGE DUE
CUSTOMER SURVEYS/ SATISFACTION RATE (10%)	0%	33%	67 %	100%	100%	100%	100 %	100 %	88.7%	10%
QUALITY (15%)	0%	0 %	10 %	25 %	50%	75%	100%	100%	99.8%	15%
COMPLETION % OF REQUESTS (20%)	0%	0 %	0 %	10 %	25%	50%	75 %	100%	100.0%	20%
RESPONSE/ PRODUCTION TIME (15%)	0%	0 %	10 %	25 %	50%	75%	100 %	100 %	98.1%	15%
ROUTINE MAINTENANCE (40%)	0%	0 %	10 %	25 %	50%	75%	100 %	100 %	100.0%	40%
								Overall=98.4%		100%
								TOTAL DUE		\$191,896.79

**The accuracy of the Matrix and retainage to be released was reviewed and approved by the Professional Accounting firm of Wright, Ward, Hatten & Guel, PLLC.*

2.1 Customer Surveys/Satisfaction Rate

Per the contract requirements, the City of Gulfport hired the Professional Accounting firm of *Wright, Ward, Hatten & Guel, PLLC* to perform two (2) customer satisfaction surveys for completed service requests. By contract, a survey was to be taken annually. These surveys were completed with a representative contacting customers at random by telephone to answer a survey. The sample size selected from the total population provides for a 95% level of confidence with +/- 5% error. The customers contacted were determined by a prorata share of each ward based on the service requests completed. The survey results are listed below:

	Water & Sewer FY 2016	FY 2015	FY 2014	FY 2013	FY 2012	FY2011	FY2010	FY 2009	FY 2008	FY 2007
Ward 1	90.1%	91.9%	87.8%	97.5%	82.6%	91.6%	95.1%	92.2%	99.3%	85.9%
Ward 2	90.8%	95.8%	89.3%	94.5%	93.2%	93.7%	92.0%	91.4%	95.4%	84.3%
Ward 3	81.2%	89.0%	90.9%	92.2%	86.9%	92.4%	93.8%	92.6%	97.1%	85.4%
Ward 4	86.2%	87.8%	97.6%	93.0%	87.1%	86.2%	87.3%	87.0%	92.5%	80.1%
Ward 5	85.3%	91.1%	87.2%	98.1%	80.5%	84.3%	92.7%	91.0%	91.0%	88.6%
Ward 6	80.9%	92.3%	92.0%	90.9%	94.2%	90.2%	89.8%	87.8%	96.1%	86.9%
Ward 7	92.2%	95.6%	92.7%	98.7%	94.5%	91.0%	94.2%	93.0%	95.8%	89.9%
Total	86.7%	93.1%	91.1%	95.0%	88.4%	89.9%	92.1%	91.2%	95.7%	86.2%

2.2 Quality for Service Requests

The quality of the work for the service requests was determined by randomly inspecting ten (10) completed service requests each week from October 1, 2015 through September 30, 2016. The inspector, through a random selection process, determined the ten (10) service requests. Quality Inspection included items such as: was problem corrected, clean up, proper construction techniques, and properly documented in Cityworks (work order program).

There were 520 random inspections completed. One (1) inspection did not meet the quality contract standards. Therefore, the passing rate is 99.8%. (FY2015 – 99.8%, FY 2014 – 98.9%, FY2013 - 98.7%, FY2012 - 98.8%, FY2011 - 97.8%, FY2010 - 97.5%, FY2009 - 98.3%, FY 2008 – 99.8%, FY2007 – 94.2%, FY2006 – 72.9%, FY2005 – 82.6%, FY2004 - 77.3%)

2.3 Completion Rate of Service Requests

The Completion % of Service Requests was determined by the following formula:

$$= \frac{(\text{\# of Service Requests Completed})}{(\text{\# of Service Requests Received})}$$

The number of requests, net of 18 engineering request, submitted to the Department of Engineering is subtracted from these requests and are not counted against the Contractor. There were 18 service requests submitted to Engineering.

A total of 5,374 Service Requests were received for Water & Sewer. Utility Partners completed 5,496 of these requests. The calculated completion rate is 102.3%. (FY2015 – 99.4%, FY2014 – 99.3%, FY2013-100.7%, FY2012-100.3%, FY2011-100.2%, FY2010 – 99.4%, FY2009 – 100.2%, FY2008 – 100.3%, FY2007 -105.0%, FY2006 - 105.5%, FY2005 – 101.5% and FY2004 - 94.3%)

2.4 Response/Production Time of Service Requests

The Response/Production Time was determined by the Inspector during the random weekly inspection of service requests. The total time taken from the date initiated to the time completed was determined. The response time is the time taken to begin construction and the production time is the time taken to complete construction once started. Using the benchmarks for the appropriate type of problem, the inspector determined if the total time required to complete the service request by the Contractor met the standard. Only working days were used to determine time taken. Weekends and holidays were not considered.

There were 520 random inspections completed for service requests. Ten (10) inspections did not meet the Response/Production Time contract standards. Therefore, the passing rate 98.1%. (FY2015 – 98.8%, FY2014 – 99.0%, FY 2013 - 99.4%, FY 2012 - 99.2%, FY 2011 - 92.5%, FY 2010 - 91.8%, FY2009 - 98.3%, FY 2008 – 93.1%, FY 2007 – 86.35%, FY 2006 – 90.5%, FY 2005 – 84.3% and FY 2004 - 77.5%)

2.5 Routine Maintenance

The Routine Maintenance for the Water & Sewer Division was divided into three (3) areas: Water Well Maintenance, Lift Station Maintenance, and Cross Connection Program. Routine items are not initiated by a customer, but are ongoing proactive programs. Routine items are items that are to be completed each working day. The inspector determined contract compliance by reviewing the quality and testing standards of the Mississippi Department of Health and Mississippi Department of Environmental Quality and contract benchmarks for each item each working day.

There were a total of 240 working days for routine items. The Contractor did meet contract standards on the number of days as shown below:

	Area	# of Days Not in Compliance	% of Days Not in Compliance	% of Schedule Completed	Total %
1	Water Well Maintenance	0	0%	100%	100%
2	Lift Station Maintenance	0	0%	100%	100%
3	Fire Hydrant Maintenance	0	0%	100%	100%
4	Cross Connection Control Program	0	0%	100%	100%
				Average	100%

Each area counts equally toward determining the overall percentage passing. The results are shown below:

- *Water Well Maintenance* – Water Well systems and sites as well as Water Tank sites were maintained satisfactorily. The 2015 Annual Drinking Water Quality Report indicated there were no violations. The annual Mississippi Department of Health Drinking Water Supply inspection was performed and the results are shown below (5.0 is a perfect grade). The scores received from the Health Department were averaged for Original Gulfport and Orange Grove Water Systems then divided by 5.0 and then subtracted from 100% to compute the total percentage of water well maintenance deficiency. The scores indicated in the MSDH report were adjusted because of failures due to circumstances outside of the Contractor's control concerning routinely reviewing and adjusting water rates.

System	MSDH Score	Adjusted Score
Original Gulfport-#0240003	4.7 of 5.0= 94%	5.0/5.0= 100%

- *Lift Station Maintenance* - Sewer Lift Station sites were maintained satisfactorily.
- *Fire Hydrant Maintenance* – Fire hydrants should be repaired at a rate of four (4) repairs per day or (2) replacements per week. There were 80 replacements completed and 80 repairs made. We are allowing three (3) weeks miscellaneous off days. For 49 weeks, this equates to a 100.6% pass rate.
- *Cross Connection Control Program* – This program is being completed satisfactorily.

2.6 Equipment Availability

Per contract requirement, the City of Gulfport shall provide equipment to the Contractor at a rate of 90%. The Contractor may request to rent equipment, if equipment is needed to fulfill their contract obligations.

This equipment availability was considered by the staff when determining passing rates for the Contractor. The availability rate for FY2016 was 91.9%

2.7 Inventory

Per Contract requirements, the Contractor shall reimburse the City for missing materials. In October 2016 the Department of Public Works staff performed an inventory count of materials with Utility Partners staff present. The materials are used for both Streets & Drainage and Water & Sewer Divisions. The *Cityworks* computerized work order management system has an inventory module (*Storeroom*) that was purchased and installed in June 2004. This program is used to manage the inventory and also compare materials recorded on work orders vs. materials purchased. The accuracy rating resulting from this inventory was 99.5%. An acceptable industry standard would be 95%-100%. Therefore, the inventory passed the accuracy level.

2.8 Construction Crews

In October 2011, the City of Gulfport funded four (4) construction crews for Utility Partners. The staff completed a feasibility assessment of these crews for the Water & Sewer Division. The study focused on comparing the work completed by Utility Partners crews using City equipment and materials vs. paying an outside contractor for a complete job. Current bid prices were used. The results are listed below:

Utility Partners	Labor (12 months)	\$ 634,026.10
	Materials	\$ 518,889.98
	Equipment	\$ 153,412.10

Total Utility Partners		\$ 1,306,328.18
Repair & Replacement Contractor		\$ 1,655,345.00

Difference		+\$349,016.82

Listed below is a summary of prior year's construction crew comparison:

Year	Contractor Name	In-House Contractor Cost	Unit Price Contractor Cost	Difference Saved/(Cost)	% of Difference
2004	Optech	\$ 895,283.52	\$1,190,727.08	\$295,443.56	33%
2005	Optech	\$ 642,092.91	\$712,723.13	\$70,630.22	11%
2006	Optech	\$ 248,500.00	\$241,044.85	(\$7,455.15)	3%
2007	Optech	\$ 533,920.38	\$731,470.92	\$197,550.54	37%
2008	SouthWest Water	\$1,063,655.81	\$1,627,393.39	\$563,737.58	53%
2009	SouthWest Water	\$ 890,037.41	\$1,343,956.49	\$453,919.08	51%
2010	SouthWest Water	\$ 565,507.27	\$337,042.33	(\$228,464.94)	40%
2011	SouthWest Water	\$566,134.62	\$315,667.30	(\$250,467.32)	44%
2012	Utility Partners	\$1,066,482.72	\$1,097,322.50	\$30,839.78	2.9%
2013	Utility Partners	\$ 1,542,450.53	\$1,639,751.96	\$97,301.43	6.3%
2014	Utility Partners	\$1,267,280.25	\$1,473,569.25	\$206,289.00	14%
2015	Utility Partners	\$1,417,811.40	\$1,944,541.15	\$526,729.75	27.1%
2016	Utility Partners	\$1,306,328.18	\$1,655,345.00	\$349,016.82	21.1%

2.9 Equipment Damage

Per the Contract requirements, the Contractor shall reimburse the City of Gulfport for damage to equipment due to operator negligence. There were 10 instances in the Water and Sewer Division that the Contractor was required to pay for damaged equipment. For FY 2016, the equipment damage cost was \$8,374.20

Per Contract requirements, on or after ten (10) days from date of loss, Utility Partners shall be responsible to obtain use at its expense of rental or other available equipment until either the claim is settled or the vehicle is repaired or replaced.

ID NUMBER	MISHAP DATE	OPERATOR	DAMAGE DESCRIPTION	RESPONSIBILITY	COST	Status
7014	10/8/2015	Nickolus Greene	Dumping the truck and site and broke the fitting and valve	Utility Partners, LLC	\$267.11	Paid
2370	10/29/2015	Steven Dobson	Hit a curb and bent the rim	Utility Partners, LLC	\$875.25	Paid
2352	12/7/2015	Tiffany Belyea	Hit a storm drain catch basin	Utility Partners, LLC	\$237.54	Paid
1958	2/23/2016	Jessie Bosarge	Hit by a Personal Own Vehicle (POV)	Utility Partners, LLC	\$0.00	Paid
2427	5/26/2016	Carlos Battle	Weed eating and broke window in truck	Utility Partners, LLC	\$160.00	Paid
3540	7/19/2016	Donald Tichener	Operator of Backhoe #9000 backed into Trailer #3540	Utility Partners, LLC	\$695.50	Paid
2390	7/28/2016	Anthony Parker	Holiday Inn Shuttled collided with truck	Utility Partners, LLC	\$878.80	Paid
2348	8/3/2016	Robert Cooley	Backed into a tree damage to mirror	Utility Partners, LLC	\$160.04	Paid
1970	8/5/2016	Chadwick Robertson	Hit a Personal Own Vehicle (POV)	Utility Partners, LLC	\$4,953.00	Paid
2387	8/26/2016	William Parker	Hit a tree and damage to a bracket and hydraulic line	Utility Partners, LLC	\$146.96	Paid

2.10 Personnel Shortages Reimbursement

The FY 2011 contract with Utility Partners set minimum staffing levels. The City shall be reimbursed for at a rate of 1.5 times per hour for the minimum rate of each vacant position after 30 days for "Key and Essential Personnel" and 15 days for all others. There were 3 vacant Water and Sewer Division positions during the FY 2016 Contract. **This reimbursement was previously deducted from the monthly invoices.**

Division	Name	Position	Dates	Days Vacant (Past Limit)	Hours Vacant	Hourly Rate	Rate * 50%	Total
W/S	Nickolas Greene	Jet Truck Operator	01/06/16-01/25/16	2	16	\$12.25	\$18.38	\$294.08
W/S	Darrion McInnis	Const. Crew Laborer	02/18/16-03/14/16	1	8	\$10.00	\$15.00	\$120.00
W/S	Joe Dobson	W&S Manager	06/02/16-07/28/16	8	64	\$25.00	\$37.50	\$2,400.00
W/S	Kevin Taylor	Fire Hydrant Const. Asst	06/20/16-07/26/16	9	72	\$13.75	\$20.63	\$1,485.36
							TOTAL	\$4,299.44

2.11 Other Services and Comments

Past Years' Comparison-Overall performance rating from prior years to current is illustrated in the table below:

Contract Year	Performance %
2004	88.3%
2005	93.1%
2006	90.0%
2007	95.2%
2008	82.3%
2009	96.3%
2010	95.1%
2011	95.5%
2012	98.5%
2013	99.2%
2014	98.7%
2015	99.0%
2016	98.4%

3 STREETS & DRAINAGE MAINTENANCE



In October 2011, the City of Gulfport and Utility Partners, LLC entered into a new performance based contract to operate and maintain the City's Streets & Drainage Systems. This new contract features an improved benchmarking process from the previous 2006 contract. The performance based contract identified five (5) main areas to be measured that are shown below:

1. Customer Surveys/Satisfaction Rate
2. Quality
3. Completion % of Requests
4. Response/Production Time
5. Routine Maintenance

Each contract identified retainage to be withheld from the contractor's monthly payment. This amount is \$157,372.68 during FY 2016 for the Streets & Drainage Maintenance Contract. A Benchmark Matrix to Release Retainage was developed to determine the percentage of the retained funds to be paid to the contractor at the end of the fiscal year once the performance measurement was completed. The Matrix and conclusions are shown below:

**BENCHMARK MATRIX TO RELEASE \$157,372.68 RETAINAGE FOR FY 2016
PERCENTAGE OF EACH CATEGORY IS SHOWN IN ()**

	< 60%	60% - 69.9%	70% - 79.9%	80% - 89.9%	90%- 94.9%	95%- 96.9%	97% - 99.9%	100%	Calculated % Passing	TOTAL % RETAINAGE DUE
CUSTOMER SURVEYS/ SATISFACTION RATE (10%)	0%	33%	67 %	100%	100%	100%	100 %	100 %	88.8%	10%
QUALITY (15%)	0%	0 %	10 %	25 %	50%	75%	100%	100%	100.0%	15%
COMPLETION % OF REQUESTS (20%)	0%	0 %	0 %	10 %	25%	50%	75 %	100%	100.0%	20%
RESPONSE/ PRODUCTION TIME (15%)	0%	0 %	10 %	25 %	50%	75%	100 %	100 %	100.0%	15%
ROUTINE MAINTENANCE (40%)	0%	0 %	10 %	25 %	50%	75%	100 %	100 %	100.0%	40%
								Overall=98.9%		100%
								TOTAL DUE		\$157,372.68

**The accuracy of the Matrix and retainage to be released was reviewed and approved by the Professional Accounting firm of Wright, Ward, Hatten & Guel, PLLC.*

3.1 Customer Surveys/Satisfaction Rate

Per the Contract requirements, the City of Gulfport hired the Professional Accounting firm of *Wright, Ward, Hatten & Guel, PLLC* to perform two (2) customer satisfaction surveys for completed service requests. By contract, a survey was to be taken annually. These surveys were completed with a representative contacting customers at random by telephone to answer a survey. The sample size selected from the total population provides for a 95% level of confidence with +/- 5% error. The customers contacted were determined by a prorata share of each ward based on the service requests completed. The survey results are listed below:

	Streets & Drainage									
	FY 2016	FY 2015	FY 2014	FY 2013	FY 2012	FY2011	FY 2010	FY 2009	FY 2008	FY 2007
Ward 1	89.1%	86.6%	90.3%	97.7%	71.5%	88.7%	87.3%	94.3%	93.2%	87.6%
Ward 2	88.7%	82.0%	85.9%	89.1%	80.6%	89.8%	73.9%	93.5%	93.0%	83.0%
Ward 3	87.7%	80.4%	97.0%	95.7%	74.5%	93.3%	85.4%	84.2%	92.4%	92.8%
Ward 4	93.8%	89.0%	94.2%	91.3%	82.4%	85.9%	85.0%	93.1%	90.3%	94.8%
Ward 5	92.3%	97.8%	81.6%	96.0%	90.9%	93.3%	54.0%	96.6%	100.0%	95.0%
Ward 6	91.6%	85.3%	95.1%	93.2%	74.8%	89.5%	90.9%	89.8%	87.0%	88.9%
Ward 7	74.1%	90.6%	79.5%	98.6%	88.2%	84.6%	90.0%	87.1%	89.7%	88.7%
Total	88.8%	86.5%	89.1%	93.1%	80.4%	89.3%	80.9%	91.4%	92.0%	89.5%

3.2 Quality for Service Requests

The quality of the work for the service requests was determined by randomly inspecting ten (10) completed service requests each week from October 1, 2015 through September 30, 2016. The inspector, through a random selection process, determined the ten (10) service requests. Quality Inspection included items such as: was problem corrected, clean up, proper construction techniques, and properly documented in CityWorks (work order program).

During a fiscal calendar year, 520 Street & Drainage service requests are selected and inspected. The fiscal year begins October 2015 and ends September 2016. Zero (0) inspections did not meet the quality contract standards. Therefore, the passing rate is 100%. (FY2015 - 100%, FY2014 - 99.6%, FY2013 - 99.6%, FY2012 - 99.8%, FY2011 - 99%, FY2010 - 97.3%, FY2009 - 98.2%, FY 2008 – 95.5%, FY 2007 – 96.3%, FY 2006 – 93.5%, FY 2005 – 92.1%, FY 2004 – 86.9%)

3.3 Completion Rate of Service Requests

The Completion % of Service Requests was determined by the following formula:

$$= \frac{(\text{\# of Service Requests Completed})}{(\text{\# of Service Requests Received})}$$

The number of requests, net of 123 engineering request, submitted to the Department of Engineering is subtracted from these requests and are not counted against the Contractor. There were 123 service requests submitted to Engineering.

A total of 3,524 service requests were received for Streets & Drainage. Utility Partners, LLC completed 3,637 of these requests. The calculated completion rate is 103.2%. (FY2015 – 104.4%, FY2014 – 103.7%, FY2013 – 105.0%, FY2012 – 100.5%, FY2011 - 107.4%,FY2010 - 100.4%,FY2009 - 103.5%, FY 2008 – 102.6%, FY 2007 – 104.6%, FY 2006 – 89.3%, FY 2005 – 96.7% and FY 2004 - 92.3%)

3.4 Response/Production Time of Service Requests

The Response/Production Time was determined by the Inspector during the random weekly inspection of service requests. The total time taken from the date initiated to the time completed was determined. The response time is the time taken to begin construction and the production time is the time taken to complete construction once started. Using the benchmarks for the appropriate type of problem, the inspector determined if the total time required to complete the service request by the Contractor met the standard. Only working days were used to determine time taken. Weekends and holidays were not considered.

There were 520 random inspections completed for service requests. Zero (0) inspections did not meet the Response/Production Time contract standards. Therefore, the passing rate is 100.00%. (FY2015 – 99.8%, FY2014 – 99.8%, FY2013 - 99.8%, FY2012 - 99.8%, FY2011 - 90%,FY2010 - 98.3%, FY2009 - 97.6%, FY 2008 – 93.2%, FY 2007 – 94.4%, FY 2006 – 84.1%, FY 2005 – 85.1% and FY 2004 - 81.5%)

3.5 Routine Maintenance

The Routine Maintenance for the Streets & Drainage Division was divided into four (4) areas: Ditch Cleaning, Street Sweeping, Pot Hole Patching, and Grass Cutting. Routine items are not initiated by a customer but are ongoing proactive programs. Routine items are items that are to be completed each working day. The inspector determined contract compliance by reviewing the quality and production time according to the benchmark schedule for each item each working day.

There were a total of 248 working days for routine items. The Contractor did not meet contract standards on the number of days as shown below:

	Area	# of Days Not in Compliance	% of Days Not in Compliance	% of Schedule Completed	Total FY 2016	FY 2015	FY 2014	FY 2013	FY 2012	FY 2011	FY 2010	FY 2009
1	Ditch Cleaning Priority A – 40% Priority B – 30%	0	0%	70% + 30% allowance	100%	100%	100%	100%	100%	100%	100%	100%
2	Street Sweeping	0	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%
3	Pot Hole Patching	0	0%	100%	100%	100%	100%	100%	99%	9.3%	70%	74%
4	Grass Cutting	0	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%
5	Weed Trimming & Sidewalk Cleaning	0	0%	100%	100%	100%	100%	100%	94%	n/a	100%	100%
				Average	100%	100%	100%	100%	98.6%	77.3%	94.0%	94.8%

Each area counts equally toward determining the overall percentage passing. The results are shown below:

1. *Routine Ditch Cleaning* – Ditch Cleaning is based on completion of the Ditch Maintenance Schedule. This schedule is divided into three (3) priorities. Priority A ditches are large size 200 cfs or greater. Priority B ditches are medium size, 100-200 cfs. Priority C ditches are all others smaller than 100 cfs. Quality has been satisfactory. Daily requirement per crew is being met. Annual requirement was met. 40% of the Priority A ditches were cleaned. 30% of the Priority B ditches were cleaned. Environmental permitting and lack of easements have also restricted the ability to clean all of the Priority A & B ditches. The staff has included a 30% allowance for these large ditches that Utility Partners did not have access or permits to maintain. The pass rate for this item is 100%.
2. *Routine Street Sweeping* – 100% of the streets have been swept in the City for FY 2016 for the entire year. Therefore, the pass rate for this item is 100%.

3. *Routine Pothole Patching* – In FY2016, the new contract with Utility Partners included four (4) pothole patching crews. Two (2) of these crews routinely patch streets, such as covering each street in the City in its entirety. Two (2) of the crews patch potholes as a result of requests from customers.

If these crews have completed all service requests, then they work on covering an entire street. In FY2016, 100% of the City Streets were patched by these four (4) crews.

4. *Routine Grass Cutting* – Grass cutting season typically is from March to November each year. By Contract, Utility Partners was to cut the areas on the schedule once every six (6) weeks. A program to control or cut the grass cutting around power poles, bridge guard rails, fire hydrants, and utility poles was addressed as required. All the assigned areas were maintained. Therefore, the pass rate for this item is 100%.
5. *Routine Weed Trimming & Sidewalk Cleaning* – 100% of the sidewalks have been trimmed in the City for FY2016 for the entire year. Therefore the pass rate for this item is 100%.

3.6 Equipment Availability

Per Contract requirement, the City of Gulfport shall provide equipment to the Contractor at a rate of 90%. The Contractor may request to rent equipment, if equipment is needed to fulfill their contract obligations.

This equipment availability was considered by the staff when determining passing rates for the Contractor. The availability rate for FY2016 was 91.9%

3.7 Inventory

Per Contract requirements, the Contractor shall reimburse the City for missing materials. In October 2016 the Department of Public Works staff performed an inventory count of materials with Utility Partners staff present. The materials are used for both Streets & Drainage and Water & Sewer Divisions. The *CityWorks* computerized work order management system has an inventory module (*Storeroom*) that was purchased and installed in June 2004. This program is used to manage the inventory and also compare materials recorded on work orders vs. materials purchased. The accuracy rating resulting from this inventory was 99.5%. An acceptable industry standard would be 95%-100%. Therefore, the inventory passed the accuracy level.

3.8 Construction Crews

In October 2012, the City of Gulfport funded one (1) construction crews for Utility Partners. The staff completed a feasibility assessment of these crews for the Streets & Drainage Division. The study focused on comparing the work completed by Utility Partners crews using City equipment and materials vs. paying an outside contractor for a complete job. Current bid prices were used. The results are listed below:

Utility Partners	Labor (12 months)	\$173,444.06
	Materials	\$100,785.02
	Equipment	\$124,937.80

Total Utility Partners		\$399,166.88

Repair & Replacement Contractor	\$432,625.75

Difference	\$33,458.87

Listed below is a summary of prior year's construction crew comparison:

Year	Contractor Name	In-House Contractor Cost	Unit Price Contractor Cost	Difference Saved/(Cost)	% of Difference
2004	Optech	\$573,176.74	\$441,346.09	(\$131,830.65)	23%
2005	Optech	\$677,036.57	\$392,681.21	(\$284,355.36)	42%
2006	Optech	\$359,552.48	\$143,820.99	(\$215,731.49)	150%
2007	Optech	\$304,415.52	\$222,223.33	(\$82,192.19)	27%
2008	SouthWest Water	\$632,939.39	\$674,713.39	41,774.00	6.6%
2009	SouthWest Water	\$282,483.18	\$324,460.18	41,977.00	14.86%
2010	SouthWest Water	\$700,651.79	\$248,381.06	(\$452,270.73)	64.55%
2011	SouthWest Water	\$364,732.20	\$166,020.00	(\$198,712.20)	54.4%
2012	Utility Partners	\$394,273.00	\$420,877.90	\$26,604.90	6.7%
2013	Utility Partners	\$435,033.45	\$555,626.67	\$120,593.22	27.7%
2014	Utility Partners	\$335,281.94	\$443,428.76	\$108,146.82	24%
2015	Utility Partners	\$148,032.19	\$181,482.58	\$33,450.39	18%
2016	Utility Partners	\$399,166.88	\$432,625.75	\$33,458.87	8%

3.9 Equipment Damage

Per the Contract requirements, the Contractor shall reimburse the City of Gulfport for damage to equipment due to operator negligence. There were 13 instances in the Streets and Drainage Division that the Contractor was required to pay for damaged equipment. The total cost to date is \$5,091.30

Per Contract requirements, on or after ten (10) days from date of loss, Utility Partners shall be responsible to obtain use at its expense of rental or other available equipment until either the claim is settled or the vehicle is repaired or replaced.

ID NUMBER	MISHAP DATE	OPERATOR	DAMAGE DESCRIPTION	RESPONSIBILITY	COST	Status
3559	11/3/2015	Leanord Hursey	Hit a tree and damage to door	Utility Partners, LLC	\$741.05	Paid
2538	11/5/2015	Rodney Young	Weed eating and broke back window	Utility Partners, LLC	\$181.90	Paid
2538	11/16/2015	Rodney Young	Weed eating and broke back window	Utility Partners, LLC	\$181.90	Paid
3546	11/23/2015	Robert Lansdale	Unloading pipe material from dump and dropped the pipe and damage windshield and cab	Utility Partners, LLC	\$640.00	Paid
3559	12/7/2015	William Felton	Hit a tree limb	Utility Partners, LLC	\$65.74	Paid
2538	12/11/2015	William Hayes	Weed eating and broke passenger rear side window	Utility Partners, LLC	\$214.00	Paid
3511	12/21/2015	Aaron James	Hit an object and broke hydraulic hose fitting	Utility Partners, LLC	\$56.31	Paid
2596	12/23/2015	Jason Moorefield	Drove up a concrete ramp on left side damaging outrigger/landing gear	Utility Partners, LLC	\$577.80	Paid
3516	4/21/2016	William Hayes	Hit a tree limb	Utility Partners, LLC	\$400.00	Paid
3502	7/1/2016	George Weich	Damage to asphalt chute	Utility Partners, LLC	\$128.40	Paid
3591	7/6/2016	Rodney Young	While mowing hit concrete block	Utility Partners, LLC	\$596.91	Paid
7016	7/19/2016	Darryl Holloway	Hit a tree limb and damage trailer	Utility Partners, LLC	\$759.00	Paid
2176	9/1/2016	Roderick Lindsey	Hit a guard and damage hydraulic cylinder line	Utility Partners, LLC	\$548.29	Paid

3.10 Personnel Shortages Reimbursement

The FY 2011 contract with Utility Partners set minimum staffing levels. The City shall be reimbursed for at a rate of 1.5 times per hour for the minimum rate of each vacant position after 30 days for "Key and Essential Personnel" and 15 days for all others. There were 2 vacant Streets and Drainage Division positions during the FY 2016 Contract. **This reimbursement was previously deducted from the monthly invoices.**

Division	Name	Position	Dates	Days Vacant (Past Limit)	Hours Vacant	Hourly Rate	Rate * 50%	Total
S/D	Joseph Richard	Cave-in Asst. C/Leader	01/28/16-02/23/16	1	8	\$11.00	\$16.50	\$132.00
S/D	Aaron James	Ditch Cleaning Operator	03/24/16-04/21/16	1	8	\$12.00	\$18.00	\$144.00
							TOTAL	\$276.00

3.11 Other Services and Comments

Past Years' Comparison-Overall performance rating from prior years to current is illustrated in the table below:

Contract Year	Performance %
2004	82.3%
2005	88.3%
2006	86.8%
2007	96.3%
2008	96.4%
2009	97.1%
2010	94.7%
2011	91.1%
2012	97.4%
2013	99.2%
2014	98.8%
2015	98.6%
2016	98.9%

WATER/SEWER

*QUALITY FOR SERVICE REQUESTS

10 Inspections per week x 52 weeks
520 Inspections
1 Failed
 $((520-1)/520) = 99.8\%$ Passed

*COMPLETION RATE OF SERVICE REQUESTS

Opened	5,613
Water Billing	221
Engineering	<u>18</u>
5,374 Total Opened for Utility Partners, LLC	

Closed	5,935
Water Billing	421
Engineering	<u>18</u>
5,496 Total Closed for Utility Partners, LLC	

Closed	<u>5,496</u> = 102.3% Closed
Opened	5,374

*RESPONSE/PRODUCTION TIME OF SERVICE REQUESTS

10 Inspections per week x 52 weeks
520 Inspections
10 Failed
 $((520-10)/520) = 98.1\%$ Passed

*ROUTINE MAINTENANCE

(Benchmark is 2 Replacements/ week)	80 Replacements = $80/2 = 40$ weeks
(Benchmark is 4 Repairs/day or 20/week)	42 Repairs = $42/20 = 2.1$ weeks
(Benchmark is 1/day or 5/week)	36 Valves = $36/5 = 7.2$ weeks
	<u>(49.3 weeks)</u> = 100.6%
52 weeks – 3 weeks off (misc. off time) = 49 weeks available	(49)

*OVERALL

$86.7\%(.10) + 99.8\%(.15) + 100.0\%(.20\%) + 98.1\%(.15) + 100.0\%(.40) = 98.4\%$

Service Request Progress Sheet

10/1/2015 12:00:00AM to 9/30/2016
11:59:59PM

	<u>10/1/15</u>	<u>OPEN</u>	<u>CLOSED</u>	<u>9/30/16</u>	<u>+60 DAYS</u>	<u>ENG</u>	<u>ENG +60</u>
INSTALL DROP IN AMR WATER METER	6	313	316	3	3	0	0
WATER HAS A BAD TASTE		7	7	0	0	0	0
BOIL WATER NOTICE		4	4	0	0	0	0
METER NOT WORKING	3	25	28	0	0	0	0
METER NOT WORKING - BROKEN REGISTER	245	221	421	45	45	0	0
CAMERA STORM DRAIN		8	8	0	0	0	0
CAMERA SEWER LINES	1	74	73	2	2	0	0
INSTALL DROP IN WATER METER		16	16	0	0	0	0
FIRE HYDRANT BROKEN		89	89	0	0	0	0
FIRE HYDRANT LEAK		23	23	0	0	0	0
INSTALL NEW FIRE HYDRANT		1	1	0	0	0	0
INSTALL NEW VALVE	3	60	63	0	0	0	0
INSTALL WATER MAIN	3	15	13	5	5	0	0
INSTALL WATER METER	1	9	8	2	2	0	0
INSTALL SEWER MAIN	2	5	5	2	2	0	0
INSTALL NEW SEWER TAP	6	45	42	9	9	2	2
INSTALL YARD METER		22	21	1	1	0	0
LIFT STATION OUT		19	19	0	0	0	0
LIFT STATION IS OVER FLOWING		1	1	0	0	0	0
LOCATE SERVICE CUT OFF	3	32	33	2	2	0	0
LOCATE WATER MAIN		2	2	0	0	0	0
LOCATE SEWER LINE		1	1	0	0	0	0
MANHOLE BROKEN		27	26	1	1	0	0
MANHOLE LID / COVER MISSING	1	69	69	1	1	0	0
METER IS LEAKING	2	150	151	1	1	0	0
METER NEEDS ADJUSTING		388	386	2	2	0	0
METER BOX BROKEN/MISSING COVER	136	276	409	3	3	0	0
REPLACE SEWER CLEAN OUT/CAP		141	138	3	3	0	0
WATER & SEWER SERVICE VERIFICATION REQUES	4	535	531	8	8	0	0
SEWER IS STOPPED UP / BACKED UP	2	1199	1199	2	2	0	0
SEWER LINE CAVED IN	64	276	265	75	75	16	16
SEWER IS LEAKING	1	37	38	0	0	0	0
DRESS UP AREA	7	85	87	5	5	0	0
SMOKE TEST SEWER LINES		15	15	0	0	0	0
TEST HYDRANT FLOW		4	4	0	0	0	0
WATER IS DIRTY OR BROWN		131	131	0	0	0	0
WATER LEAK	28	1020	1028	20	20	0	0
WATER MAIN BREAK		23	21	2	2	0	0
WATER HAS STRANGE ODOR		94	94	0	0	0	0
WATER PRESSURE IS LOW		80	80	0	0	0	0
NEW WATER TAP	5	46	44	7	7	0	0
DRESS UP AREA		25	25	0	0	0	0
	<u>10/1/15</u>	<u>OPEN</u>	<u>CLOSED</u>	<u>9/30/16</u>	<u>+60 DAYS</u>	<u>ENG</u>	<u>ENG +60</u>
	523	5613	5935	201	201	18	18

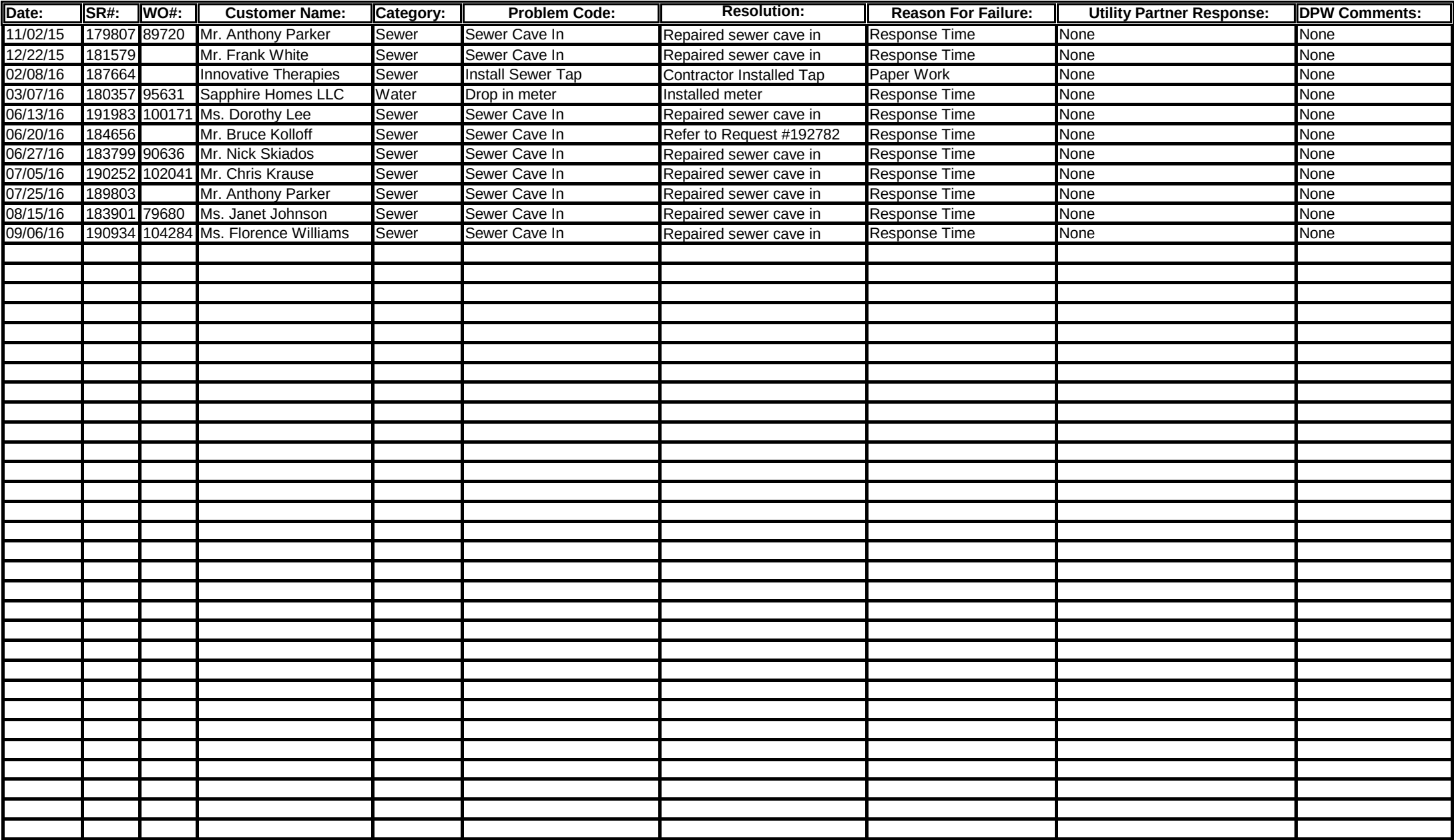
Of these requests, the following have been submitted to Engineering:

Engineering 18

Total Engineering: 18

Total Water Billing: 17

Total: 166



<u>Total:</u>	<u>11</u>
<u>Quality:</u>	<u>1</u>
<u>Paperwork:</u>	<u>1</u>
<u>Total Quality:</u>	<u>0</u>
<u>Response Time:</u>	<u>10</u>

Note:

Some quality may be just quality.
Some quality may be just paperwork.
Some quality may be a combination.

The total quality entry reflects work orders that had a failure due to quality of work that may or may not have included



DEPARTMENT OF PUBLIC WORKS
DEPARTMENT OF ENGINEERING

4050 Hewes Avenue
Gulfport, MS 39507
Phone: 228-868-5740

Memo

To: Wayne Miller

From: Brian Jones

Date: October 1, 2016

Subject: Lift Station Performance Review for FY2016

1. I have reviewed the Lift Station Operating Procedures, visited random lift stations and reviewed approximately ten percent of their files. The following are my findings:
 - a. Lift Station routes have been completed in accordance with current lift station contract requirements.
 - b. Lift Station general maintenance have been performed on an as needed basis. I have checked the following. All inspections passed, no discrepancies were noted.
 - i. Grease buildup in wet pit
 - ii. Grass cutting/grounds maintenance
 - iii. General material condition of control panel/wet pit/valve pit and other apparatuses
 - iv. Testing of emergency pumps and generators
 - v. General cleanliness of buildings, where applicable
 - vi. Performed system upgrades where applicable
 - c. Fifteen lift stations were reviewed. Proper documentation of routine maintenance, corrective maintenance and pump changes are properly maintained.
 - d. Where available, the records contained "As Built" information related to that specific lift station. No discrepancies noted.

- e. Confined Space Entry reports were reviewed with no discrepancies noted.
2. Wastewater Bypass/Overflow reports are maintained.
3. I find the Lift Station Division to be in compliance with the current contract.

Listed below is inventory data pertaining to the lift stations/Scada system maintained by Utility Partners:

Fiscal Year	# of Lift Stations	% increase/decrease-Lift Stations	# of Scada Systems	% increase/decrease-Scada Systems
2007	132	-	26	-
2008	156	18%	100	284%
2009	164	5%	125	25%
2010	166	1%	125	0%
2011	168	1%	137	10%
2012	183**	8.9%	159	16%
2013	183**	0	159	0
2014	185	1%	164	3%
2015	182	1.62%	163	.61%
2016	183	0.55%	173	6.13%
2017				

**This includes 15 Liftstations owned by Harrison County Utility Authority and maintained by Utility Partners.

FY 2016 FIRE HYDRANT SUMMARY

WEEK	FY2014	REPAIRED	REPLACED	NEW	VALVE
1	9/28	0	0	0	0
2	10/5	13	0	0	0
3	10/12	0	1	0	1
4	10/19	0	3	0	0
5	10/26	0	2	0	1
6	11/2	1	2	0	0
7	11/9	0	2	0	0
8	11/16	0	0	2	2
9	11/23	0	0	0	0
10	11/30	0	2	0	1
11	12/7	6	1	0	0
12	12/14	1	1	0	0
13	12/21	0	1	0	0
14	12/28	1	0	0	0
15	1/4	0	1	0	0
16	1/11	1	0	0	0
17	1/18	0	3	0	1
18	1/25	0	2	0	2
19	2/1	2	2	0	0
20	2/8	0	2	0	0
21	2/15	0	3	0	1
22	2/22	2	2	0	0
23	2/29	2	2	0	0
24	3/7	7	2	0	0
25	3/14	0	3	0	0
26	3/21	1	2	0	0
27	3/28	0	2	0	1
28	4/4	0	3	0	3
29	4/11	0	2	0	0
30	4/18	0	2	0	2
31	4/25	0	0	0	0
32	5/2	0	2	0	0
33	5/9	0	3	0	3
34	5/16	0	1	0	0
35	5/23	0	1	0	1
36	5/30	0	2	0	1
37	6/6	0	0	1	1
38	6/13	0	1	0	0
39	6/20	0	2	0	1
40	6/27	0	2	0	1
41	7/4	0	1	0	0
42	7/11	0	1	0	1
43	7/18	2	0	0	0
44	7/25	0	1	0	0
45	8/1	0	3	0	2
46	8/8	2	2	2	2
47	8/15	1	1	0	0
48	8/22	0	2	0	2
49	8/29	0	4	0	4
50	9/5	0	0	0	0
51	9/12	0	2	0	1
52	9/19	0	1	1	1
53	9/26	0	0	0	0
TOTALS		42	80	6	36



DEPARTMENT OF PUBLIC WORKS

4050 Hewes Ave.
Gulfport, MS 39507
Phone: 228-868-5740
Fax: 228-214-2238

25 October, 2016

From: Brian McKnight, Public Works, Water and Sewer Inspector
To: Wayne Miller, Public Works Director

WATER WELL PERFORMANCE REVIEW FOR FISCAL YEAR 2016

The following is a summary of the findings I have reviewed the water well operating procedures, visited all the water wells and tanks and reviewed the files for each.

1. The water well monthly log sheets are at each site as required per the State Department of Health, a copy of Regulations are at each well site and the daily check logs were up to date and complete.
2. All maintenance records for each well and tank are kept in separate binders in the water well office. These documents were at my disposal for review and found to be in order.
3. Grass cutting and building maintenance is being performed at each site and found to be satisfactory.
4. The generators at each site are started, cycled once a week for 15 minutes and load tested bi-annually. This is captured in the weekly logs and verified.
5. The Water Well Department had zero failures for the year and scored a 5 out of 5 on the Annual Mississippi Health Department Inspection.
6. All direct drive units have been removed and auctioned.
7. They have also began gathering information for the abandoned well sites.

The overall review the of water wells and tanks were in compliance with the current Utilities Partner Contract. If you have any question please feel free to contact me.

A handwritten signature in blue ink, appearing to read "Brian E. McKnight", with a long horizontal flourish extending to the right.

Brian E. McKnight



MISSISSIPPI STATE DEPARTMENT OF HEALTH

REPORT OF INSPECTION OF DRINKING WATER SUPPLY

PWS: 0240003 Class: D

An inspection of the CITY OF GULFPORT water supply in HARRISON county was made on 04/21/2016. Present at the time of inspection was COLTON R PETERMAN, OPERATOR, WRITER. Official BILLY HEWES Address PO BOX 1780 GULFPORT MS 39502 W.W. Operator COLTON R PETERMAN Address 20370 HWY 53 GULFPORT MS 39503 No. Connections 39673 No. Meters ____ Population Served 72935 Field Chemical Analysis: pH ____ Cl₂(free) 1.0 Cl₂(total) ____ H₂S N/A Iron ____ Fluoride ____ Point of Sampling DISTRIBUTION Water Rates ____ This inspection included a sanitary survey for compliance with the Ground Water Rule.

COMMENTS

Technical: 5 Managerial: 4 Financial: 5

OVERALL CAPACITY RATING: 4.7 / 5.0

1. This inspection serves as the Sanitary Survey as required under the Ground Water Rule. The following aspects of the water system were evaluated: source, treatment, distribution system, finished water storage, pump/pump facilities/controls, monitoring/reporting/data verification, water system management/operation, and operator compliance. No significant deficiencies were observed during the survey.
2. At the time of inspection, the water system appeared to be well maintained and operating properly. The system is providing 4-log inactivation, and all of the MORs were complete.
3. The design capacity calculations attached to this report detail the required minimum chlorine residual near each entry point. System officials are currently providing 4-log virus inactivation to comply with the Groundwater Rule. The free chlorine residual will have to be measured and recorded continuously at or before the first customer near each entry point and must meet the minimum residuals given below.

4. The system is currently serving 76.5% of the customers that it was designed to serve. Plans should be made in the near future to increase the water system's capacity either by drilling a new well or connecting to the Utility Authority.
5. In order to receive supply credit from the Utility Authority, an agreement must be in place between the City and the Utility Authority. This agreement must be available at the time of inspection.
6. No pressure problems were reported at the time of inspection.
7. Before any improvements are made on the water system, plans and specifications by a Registered Engineer must be approved by the Mississippi State Department of Health.
8. Whenever system pressure is lost, even for brief periods of time, contaminants may be introduced to the system through back flow and back-siphonage. When this occurs, system officials should notify all customers in the affected area to boil their drinking water until clear bacteriological samples have been obtained.
9. All customers with private wells cross-connected with the water system should be required to disconnect their wells from the plumbing served by the water system. Cross-connection with a private well is a hazardous practice and can result in contamination of the community water system.
10. When repairs are made on the water distribution system, all lines affected should be properly chlorinated and flushed before they are placed back in service.
11. All dead-end water lines should be flushed on a routine schedule to clear the lines of sediment and stagnant water.
12. In 2009 the MS State Board of Health passed a regulation requiring that community water systems serving a population of at least two thousand (2,000) or more "shall be required to acquire and install fluoridation treatment capable of maintaining fluoride levels within the optimal range." Based on previous water quality tests, your system does not have a natural level of fluoride within the recommended control range. Because this public water supply serves a population of at least 2,000, and does not have a natural fluoride level within the recommended range, steps should be taken to implement a fluoridation treatment program. This could be performed in conjunction with the installation of new infrastructure to reduce costs or independently as funds become available. Grant funds are available through the MSDH's Community Water Fluoridation Program.
13. The phosphate residual was 1.3 at the time of inspection.

Completed by Wendy Ferrill, P.E. on 05/03/2016.

Reviewed by Ralph Hayes, P.E. on 05/04/2016.

If you have any questions, please call (228)297-5187.

pc:

BILLY HEWES, OFFICIAL
COLTON R PETERMAN, OPERATOR



Mississippi Department of Health Bureau of Public Water Supply

STANDARD FORM

FY 2016 Public Water System Capacity Assessment Form

NOTE: This form must be completed whenever a routine sanitary survey of a public water system is conducted by a regional engineer of the Bureau of Public Water Supply

PWS ID#: 0240003 Class: D Survey Date: 04-21-2016 County: HARRISON
 Public Water System: CITY OF GULFPORT Conn: 39673
 Certified Waterworks Operator: COLTON R PETERMAN Pop: 72935

CAPACITY RATING DETERMINATION

Technical (T) Capacity Rating: [5] Managerial (M) Capacity Rating [4] Financial (F) Capacity Rating [5]

$$\text{Capacity Rating} = \frac{T + M + F}{3} = \frac{14}{3} = 4.7$$

Overall Capacity Rating = 4.7

Completed by Wendy Ferrill, P.E. on 05/03/2016

Reviewed by Ralph Hayes, P.E. on 05/04/2016

Comments: _____

Technical Capacity Assessment	Point Scale	Point Award
[T1] Does the water system have any significant deficiencies? [<u>Y</u> <u>N</u>]	N - 1pt. Y - 0pt.	1
[T2] 1) Was the water treatment process functioning properly? [<u>Y</u> <u>N</u>] (i.e. Is pH, iron, free chlorine, fluoride, etc. within acceptable range?) 2) Was needed water system equipment in place and functioning properly at the time of survey? [<u>Y</u> <u>N</u>] (NOTE: Equipment deficiencies must be identified in survey report.) 3) Were records available to the regional engineer clearly showing that all water storage tanks have been inspected and cleaned or painted (if needed) within the past 5 years? [<u>Y</u> <u>N</u> <u>NA</u>] (NOTE: All YESs required to receive point)	All Y - 1 pt. Else - 0 pt.	1
[T3] 1) Was the certified waterworks operator or his/her authorized representative present for the survey? [<u>Y</u> <u>N</u>] 2) Was log book up to date and properly maintained and did it show that MSDH Minimum JOB Guidelines for W. W. Operators were being met? [<u>Y</u> <u>N</u>] 3) Was the water system properly maintained at the time of survey? [<u>Y</u> <u>N</u>] 4) Did operator satisfactorily demonstrate to the regional engineer that he/she could fully perform all water quality tests required to properly operate this water system? [<u>Y</u> <u>N</u>] (NOTE: All YESs required to receive point)	All Y - 1 pt. Else - 0 pt.	1
[T4] 1) Does water system routinely track water loss and were acceptable water loss records available for review by the regional engineer? [<u>Y</u> <u>N</u>] 2) Is water system overloaded? (i.e. serving customers in excess of MSDH approved design capacity)? [<u>Y</u> <u>N</u>] 3) Was there any indication that the water system is/has been experiencing pressure problems in any part(s) of the distribution system? [<u>Y</u> <u>N</u>] (based on operator information, customer complaints, MSDH records, other information) 4) Are well pumping tests performed routinely? [<u>Y</u> <u>N</u> <u>NA</u>] (NOTE: YES FOR #1 & YES OR N/A FOR #4 AND NOs FOR #2 & #3 required to receive point)	1)Y - pt. 2)N - pt. 3)N - pt. 4)Y - pt.	1
[T5] 1) Does the water system have the ability to provide water during power outages? (i.e. generator, emergency tie-ins, etc.) [<u>Y</u> <u>N</u>] 2) Does the water system have a usable backup source of water? [<u>Y</u> <u>N</u>] (NOTE: Must be documented on survey report)	All Y - 1 pt. Else - 0 pt.	1
TECHNICAL CAPACITY RATING = [<u>5</u>] (Total Points)		

Managerial Capacity Assessment	Point Scale	Point Award
[M1] Were all SDWA required records maintained in a logical and orderly manner and available for review by the regional engineer during the survey? <u>(Y) N</u>	Y - 1pt. N - 0pt.	1
[M2] 1) Have acceptable written policies and procedures for operating this water system been formally adopted and were these policies available for review during the survey? <u>(Y) N</u> 2) Have all board members (in office more than 12 months) completed Board Member Training? <u>(Y) N NA</u> 3) Does the Board of Directors meet monthly and were minutes of Board meetings available for review during the survey? (NOTE: Quarterly meetings allowed if system has an officially designated full time manager) <u>(Y) N NA</u> (NOTE: ALL YESs or NAs required to receive point. NA - Not Applicable)	All Y - 1 pt. Else - 0 pt.	0
[M3] Has the water system had any SDWA violations since the last Capacity Assessment? <u>(Y) N</u>	N - 1pt. Y - 0pt.	1
[M4] Has the water system developed a long range improvements plan and was this plan available for review during the survey? <u>(Y) N</u>	Y - 1pt. N - 0pt.	1
[M5] 1) Does the water system have an effective cross connection control program in compliance with MSDH regulations? <u>(Y) N</u> 2) Was a copy of the MSDH approved bacti site plan and lead/copper site plan available for review during the survey and do the bacti results clearly show that this approved plan is being followed? <u>(Y) N</u> (NOTE: All YESs required to receive point)	All Y - 1 pt. Else - 0 pt.	1
MANAGERIAL CAPACITY RATING = [<u>4</u>] (Total Points)		

Financial Capacity Assessment	Point Scale	Point Award
[F1] Has the water system raised water rates in the past 5 years? <u>(Y) N</u> (NOTE: Point may be awarded if the water system provides acceptable financial documentation clearly showing that a rate increase is not needed, i.e. revenue has consistently exceeded expenditures by at least 10%, etc.)	Y - 1pt. N - 0pt.	1
[F2] Does the water system have an officially adopted policy requiring that water rates be routinely reviewed and adjusted as appropriate and was this policy available for review during the survey? <u>(Y) N</u>	Y - 1pt. N - 0pt.	1
[F3] Does the water system have an officially adopted cut-off policy for customers who do not pay their water bills, was a copy of this policy available for review by the regional engineer, and do system records (cut-off lists, etc.) <u>clearly</u> show that the water system effectively implements this cut-off policy? <u>(Y) N</u>	Y - 1pt. N - 0pt.	1
[F4] Was a copy of the water system's officially adopted annual budget available for review by the regional engineer and does the water system's financial accounting system clearly and accurately track the expenditure and receipt of funds? <u>(Y) N</u>	Y - 1pt. N - 0pt.	1
[F5 - Municipal Systems] 1) Is the municipality current in submitting audit reports to the State Auditor's Office? <u>(Y) N</u> 2) Was a copy of the latest audit report available for review at the time of the survey? <u>(Y) N</u> 3) Does this audit report clearly show that water and sewer fund account(s) are maintained separately from all other municipal accounts? <u>(Y) N</u> (NOTE: Yes answer to all questions required to receive point.)	All Y - 1 pt. Else - 0 pt.	1
[F5 - Rural Systems] 1) Has the rural water system filed the required financial reports with the State Auditor's Office and were these reports available for review? <u>(Y) N</u> 2) Does the latest financial report show that receipts exceeded expenditures? <u>(Y) N</u> (NOTE: Yes answer to both questions required to receive point)	All Y - 1 pt. Else - 0 pt.	
FINANCIAL CAPACITY RATING = [<u>5</u>] (Total Points)		

MISSISSIPPI DEPARTMENT OF HEALTH
BUREAU OF PUBLIC WATER SUPPLY
DESIGN CAPACITY SHEET

System: CITY OF GULFPORT

ID: 0240003 Class: D County: HARRISON

Date Completed: 05/03/2016

Connections - Actual: 28236 Equivalent: 35295

Design Capacity: 46136 Percent Design Capacity: $35295/46136 = 76.5\%$

The City of Gulfport north and south systems are combined as one system.

Well Capacities are from Pumping Tests on 08-18-2015

Harrison County Utility Authority provides the City with an additional 293 GPM

Design Capacity = Well Capacity + (Elevated Storage / 200)

Well Capacity = $825 + 717 + 1090 + 1139 + 1089 + 1486 + 1110 + 361 + 1056 + 1062 + 1352 + 1158 + 1158 + 838 + 844 + 876 + 569 + 1543 + 1823 + 567 + 1837 + 275 + 293$

Well Capacity = 23,068

Elevated Storage = $1,000,000 + 1,000,000 + 500,000 + 300,000 + 1,000,000 + 75,000 + 100,000 + 1,000,000 + 750,000 + 250,000$

Elevated Storage = 5,975,000

Design Capacity = $23,068 + (5,975,000 / 200)$

Design Capacity = $23,068 + 29,875$

Design Capacity = 52,943

Note: The design capacity must be limited to twice (2X) the well capacity

Design Capacity = $23,068 * 2 = 46,136$

Due to high users, the existing connections must be multiplied by 1.25.

Eq. Connections = $28,236 * 1.25$

Eq. Connections = 35,295

% of Design Capacity = $(\# \text{ of existing connections} / \text{design capacity}) * 100$

% of Design Capacity = $(35,295 / 46,136) * 100$

% of Design Capacity = 76.5

**MISSISSIPPI DEPARTMENT OF HEALTH
BUREAU OF PUBLIC WATER SUPPLY
DESIGN CAPACITY SHEET**

CITY OF GULFPORT 05/03/2016

GROUNDWATER RULE CALCULATIONS:

Well #01: $T = 68F + 9 = 77F$

$CT = 2.0\text{mg}\cdot\text{min}/\text{L}$

$C = 2.0\text{mg}\cdot\text{min}/\text{L} / [((86\text{ft}\cdot 2.6\text{gal}/\text{ft})/700\text{GPM}) + ((248\text{ft}\cdot 2.6\text{gal}/\text{ft})/350\text{GPM}) + ((58\text{ft}\cdot 2.6\text{gal}/\text{ft})/117\text{GPM})]$

$C = 0.6 \text{ mg/L}$

*Therefore, the minimum residual of free chlorine required to provide 4-Log inactivation of viruses should be 0.6 mg/L at the first connection.

Well #02: $T = 68F + 7 = 75F$

$CT = 2.2\text{mg}\cdot\text{min}/\text{L}$

$C = 2.2\text{mg}\cdot\text{min}/\text{L} / ((75\text{ft}\cdot 2.6\text{gal}/\text{ft})/830\text{GPM} + (960\text{ft}\cdot 2.6\text{gal}/\text{ft})/415\text{GPM} + (80\text{ft}\cdot 2.6\text{gal}/\text{ft})/208\text{GPM})$

$C = 0.3 \text{ mg/L}$

*Therefore, the minimum residual of free chlorine required to provide 4-Log inactivation of viruses should be 0.3mg/L at the first connection.

Well #03: $T = 68F + 8 = 76F$

$CT = 2.1\text{mg}\cdot\text{min}/\text{L}$

$C = 2.1\text{mg}\cdot\text{min}/\text{L} / (4000 \text{ gal}/1000\text{GPM} + (99\text{ft}\cdot 2.6\text{gal}/\text{ft})/1000\text{GPM})$

$C = 0.5 \text{ mg/L}$

*Therefore, the minimum residual of free chlorine required to provide 4-Log inactivation of viruses should be 0.5mg/L at the first connection.

Well #04: $T = 68F + 8 = 76F$

$CT = 2.1 \text{ mg}\cdot\text{min}/\text{L}$

$C = 2.1\text{mg}\cdot\text{min}/\text{L} / ((88\text{ft}\cdot 2.6\text{gal}/\text{ft})/1000\text{GPM} + (213\text{ft}\cdot 2.6\text{gal}/\text{ft})/500\text{GPM})$

$C = 1.6\text{mg/L}$ *Therefore, the minimum residual of free chlorine required to provide 4-Log inactivation of viruses should be 1.6mg/L at the first connection.

Well #06: $T = 68F + 8 = 76F$

$CT = 2.1\text{mg}\cdot\text{min}/\text{L}$

$C = 2.1\text{mg}\cdot\text{min}/\text{L} / ((31\text{ft}\cdot 2.6\text{gal}/\text{ft})/1000\text{GPM} + (325\text{ft}\cdot 2.6\text{gal}/\text{ft})/500\text{GPM})$

$C = 1.2 \text{ mg/L}$ *Therefore, the minimum residual of free chlorine required to provide 4-Log inactivation of viruses should be 1.2mg/L at the first connection.

Well #07: $T = 68F + 9 = 77F$

$CT = 2.0\text{mg}\cdot\text{min}/\text{L}$

$C = 2.0\text{mg}\cdot\text{min}/\text{L} / (4000 \text{ gal}/1000\text{GPM} + (116\text{ft}\cdot 2.6\text{gal}/\text{ft})/1000\text{GPM})$

$C = 0.5\text{mg/L}$

*Therefore, the minimum residual of free chlorine required to provide 4-Log inactivation of viruses should be 0.5mg/L at the first connection.

Well #08: $T = 68F + 9 = 77F$

$CT = 2.0\text{mg}\cdot\text{min}/\text{L}$

$C = 2.0\text{mg}\cdot\text{min}/\text{L} / [((12\text{ft}\cdot 2.6\text{gal}/\text{ft})/1000\text{GPM}) + ((318\text{ft}\cdot 2.6\text{gal}/\text{ft})/500\text{GPM}) + ((212\text{ft}\cdot 5.9\text{gal}/\text{ft})/250\text{GPM}) + ((63\text{ft}\cdot 5.9\text{gal}/\text{ft})/125\text{GPM})]$

$C = 0.2 \text{ mg/L}$

*Therefore, the minimum residual of free chlorine required to provide 4-Log inactivation of viruses should be 0.2 mg/L at the first connection.

Well #09: $T = 68F + 9 = 77F$

$CT = 2.0\text{mg}\cdot\text{min}/\text{L}$

$C = 2.0\text{mg}\cdot\text{min}/\text{L} / [((70\text{ft}\cdot 2.6\text{gal}/\text{ft})/500\text{GPM}) + ((254\text{ft}\cdot 5.9\text{gal}/\text{ft})/250\text{GPM}) + ((3\text{ft}\cdot 1.5\text{gal}/\text{ft})/125\text{GPM}) + ((87\text{ft}\cdot 1.5\text{gal}/\text{ft})/62.5\text{GPM})]$

$C = 0.2 \text{ mg/L}$

*Therefore, the minimum residual of free chlorine required to provide 4-Log inactivation of viruses should be 0.2 mg/L at the first connection.

Well #10: $T = 68F + 8 = 76F$

**MISSISSIPPI DEPARTMENT OF HEALTH
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DESIGN CAPACITY SHEET**

CITY OF GULFPORT 05/03/2016

CT = 2.1mg*min/L

C = 2.1mg*min/L / (4000 gal / 1000GPM + (60ft*2.6gal/ft)/1000GPM)

C = 0.5mg/L

*Therefore, the minimum residual of free chlorine required to provide 4-Log inactivation of viruses should be 0.5mg/L at the first connection.

Well #11: T = 68F + 8 = 76F

CT = 2.1mg*min/L

C = 2.1mg*min/L / [(48ft*2.6gal/ft)/1000GPM + ((16ft*5.9gal/ft)/500GPM) + (183ft*5.9gal/ft)/250GPM + (81ft*2.6gal/ft)/125GPM]

C = 0.3 mg/L

*Therefore, the minimum residual of free chlorine required to provide 4-Log inactivation of viruses should be 0.3mg/L at the first connection.

Well #13: T = 68F + 8 = 76F

CT = 2.1mg*min/L

C = 2.1mg*min/L / ((23ft*5.9gal/ft)/1300GPM + (713ft*5.9gal/ft)/650GPM + (87ft*5.9gal/ft)/325GPM)

C = 0.3mg/L *Therefore, the minimum residual of free chlorine required to provide 4-Log inactivation of viruses should be 0.3mg/L at the first connection.

Well #14: T = 68F + 18 = 86F

CT = 1.5mg*min/L

C = 1.5mg*min/L / [(46ft*2.6gal/ft)/1100GPM + ((236t*5.9gal/ft)/550GPM) + (82ft*1.5gal/ft)/275GPM]

C = 0.5 mg/L

*Therefore, the minimum residual of free chlorine required to provide 4-Log inactivation of viruses should be 0.5 mg/L at the first connection.

Well #15: T = 68F + 10 = 78F

CT = 1.9 mg*min/L

C = 1.9 mg*min/L / [(150ft*5.9gal/ft)/1000GPM]

C = 2.1 mg/L

*Therefore, the minimum residual of free chlorine required to provide 4-Log inactivation of viruses should be 2.1 mg/L at the first connection.

Well #23: T = 68F + 6 = 74F

CT = 2.3mg*min/L

C = 2.3mg*min/L / ((125ft*1.5gal/ft)/838GPM + (97ft*1.5gal/ft)/419GPM + (144ft*1.5gal/ft)/210GPM)

C = 1.4mg/L *Therefore, the minimum residual of free chlorine required to provide 4-Log inactivation of viruses should be 1.4mg/L at the first connection.

Well #24 T = 68F + 8 = 76F

CT = 2.1 mg*min/L

C = 2.1 mg*min/L / ((479ft*2.6gal/ft)/1400 GPM + (64ft*2.6gal/ft)/700 GPM)

C = 1.9 mg/L *Therefore, the minimum residual of free chlorine required to provide 4-Log inactivation of viruses should be 1.9 mg/L at the first connection.

Well #25: T = 68F + 7 = 75F

CT = 2.2mg*min/L

C = 2.2mg*min/L / ((38ft*2.6gal/ft)/1000GPM + (100ft*2.6gal/ft)/500GPM + (914ft*2.6gal/ft)/250GPM + (960ft*0.2gal/ft)/125GPM)

C = 0.2 mg/L *Therefore, the minimum residual of free chlorine required to provide 4-Log inactivation of viruses should be 0.2mg/L at the first connection.

Well #26: T = 68F + 7 = 75F

CT = 2.2mg*min/L

C = 2.2mg*min/L / ((8ft*2.6gal/ft)/800GPM + (208ft*4.1gal/ft)/800GPM + (207ft*1.5gal/ft)/400GPM)

C = 1.2 mg/L *Therefore, the minimum residual of free chlorine required to provide 4-Log inactivation of viruses should be 1.2mg/L at the first connection.

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CITY OF GULFPORT 05/03/2016

Well #27: $T = 68F + 8 = 76F$

$CT = 2.1\text{mg}\cdot\text{min}/\text{L}$

$C = 2.1\text{mg}\cdot\text{min}/\text{L} / ((33\text{ft}\cdot 4.1\text{gal}/\text{ft})/1000\text{GPM} + (1161\text{ft}\cdot 4.1\text{gal}/\text{ft})/500\text{GPM} + (84\text{ft}\cdot 4.1\text{gal}/\text{ft})/250\text{GPM})$

$C = 0.2 \text{ mg/L}$ *Therefore, the minimum residual of free chlorine required to provide 4-Log inactivation of viruses should be 0.2mg/L at the first connection.

Well #28: $T = 68F$ (since well depth is not known, ambient air temperature is used)

$CT = 3.0\text{mg}\cdot\text{min}/\text{L}$

$C = 3.0\text{mg}\cdot\text{min}/\text{L} / ((1947\text{ft}\cdot 5.9\text{gal}/\text{ft})/1600\text{GPM} + (85\text{ft}\cdot 5.9\text{gal}/\text{ft})/800\text{GPM})$

$C = 0.4 \text{ mg/L}$ *Therefore, the minimum residual of free chlorine required to provide 4-Log inactivation of viruses should be 0.4mg/L at the first connection.

Well #31: $T = 68F + 7 = 75F$

$CT = 2.2\text{mg}\cdot\text{min}/\text{L}$

$C = 2.2\text{mg}\cdot\text{min}/\text{L} / ((18\text{ft}\cdot 2.6\text{gal}/\text{ft})/640\text{GPM} + (49\text{ft}\cdot 5.9\text{gal}/\text{ft})/320\text{GPM} + (20\text{ft}\cdot 5.9\text{gal}/\text{ft})/160\text{GPM} + (92\text{ft}\cdot 1.5\text{gal}/\text{ft})/160\text{GPM}) + (102\text{ft}\cdot 1.5\text{gal}/\text{ft})/80\text{GPM}$

$C = 0.5 \text{ mg/L}$ *Therefore, the minimum residual of free chlorine required to provide 4-Log inactivation of viruses should be 0.5 mg/L at the first tap.

Well #34: $T = 68F$ Since well depth is not known, ambient temperature is used.

$CT = 3.0 \text{ mg}\cdot\text{min}/\text{L}$

GPM = 500 (Master meter reading used since no capacity is given)

$C = 3.0\text{mg}\cdot\text{min}/\text{L} / ((450\text{ft}\cdot 1.5\text{gal}/\text{ft})/500\text{GPM} + (208\text{ft}\cdot 1.5\text{gal}/\text{ft})/250\text{GPM})$

$C = 1.2 \text{ mg/L}$ *Therefore, the minimum residual of free chlorine required to provide 4-Log inactivation of viruses should be 1.2mg/L at the first customer.

Well #38: $T = 68 F + 8 = 76F$

$CT = 2.1 \text{ mg}\cdot\text{min}/\text{L}$

$C = 2.1 \text{ mg}\cdot\text{min}/\text{L} / (((10,000 \text{ gal} / 6) / 300 \text{ gpm}) + ((350\text{ft}\cdot 2.6\text{gal}/\text{ft}) / 300 \text{ gpm}))$

$C = 2.1 \text{ mg}\cdot\text{min}/\text{L} / (5.6 + 3)$

$C = 0.2 \text{ mg/L}$ *Therefore, the minimum residual of free chlorine required to provide 4-Log inactivation of viruses should be 0.2mg/L at the first customer.

**MISSISSIPPI STATE DEPARTMENT OF HEALTH
DIVISION OF WATER SUPPLY
PUBLIC WATER SUPPLY - MASTER DATA SHEET**

Name of Supply: City of Gulfport Owner: City County: Harrison

PWS ID# 0240003 Class: D Date of Last Inspection: 04-21-2016 Master Meter: Yes

Actual Connections: 28,236 Equivalent Connections: 35,295 Design Capacity: 46,136

% of Design Capacity: 76.5 GWR Status: Triggered Monitoring

Source Supply: Purchase Surface Ground X Number of Wells: 22

<u>Well ID</u>	<u>Location</u>	<u>Year Constructed</u>	<u>Capacity (gpm)</u>	<u>Pressure (psi)</u>	<u>Casing (in)</u>	<u>Screen (in)</u>	<u>Depth (ft)</u>	<u>Cl2 Setting</u>
0240003-01	Mills Ave	1952	700	60	18	12	850	40
0240003-02	ANG (Bayou View)	1957	830	60	12	8	682	50
0240003-03	30 th Ave	1964	1000	60	16	12	824	40
0240003-04	East RR	1964		60	16	12	758	55
0240003-06	N. Gulfport	1975	1000	60	16	10	808	60
0240003-07	Township Rd	1977	1000	60	16	10	911	60
0240003-08	Oakleigh	1978	1000	60	16	10	853	50
0240003-09	28 th St	1978	500	60	16	10	935	20
0240003-10	Commerce St	1978	1000	60	16	10	833	60
0240003-11	44 th Ave	1988	1000	60	16	10	767	40
0240003-13	Home Depot	1995	1300	60	20	12	835	16
0240003-14	11 th St	1999	1100		16	10	1840	75
0240003-15	Rich Ave	2009	1048		16	10	975	70
0240003-23	Trailwood	1987	838	50	12	8	600	53
0240003-24	David St	1989	1400	30	12	8	750	50
0240003-25	S. Swan	1991	1000	60	12	8	716	40
0240003-26	Stiglet Rd	1998	800		12	8	710	40
0240003-27	34 th Ave	1999	1000		16	12	750	15
0240003-28	Hwy 53	2005	1600					45
0240003-31	Jackson St	1985	640	60	8	6	751	20
0240003-34	Dedeaux Rd	2003	1500		20		920	35
0240003-38	Community Center	2010	300		10	5x7	760	40

Treatment: Iron Softening Corrosion Chlorine X Fluoride

<u>Treatment:</u>	<u>No</u>	<u>Location</u>	<u>Type</u>	<u>Capacity (max)</u>	<u>Settings</u>	<u>Remarks</u>
Chlorinator	21	Each Well	Advance 480	100 ppd		Switchover
Chemical Feeder	7	1, 3, 11, 13, 14, 27, 34	LMI	5 GPD		Phosphate

2015 Annual Drinking Water Quality Report

City of Gulfport

PWS#: 240003

May 2016

We're pleased to present to you this year's Annual Quality Water Report. This report is designed to inform you about the quality water and services we deliver to you every day. Our constant goal is to provide you with a safe and dependable supply of drinking water. We want you to understand the efforts we make to continually improve the water treatment process and protect our water resources. We are committed to ensuring the quality of your water. Our water source is from wells drawing from the Pascagoula Formation and Graham Ferry Formation Aquifers. The city also purchases water from the HCUA-West.

The source water assessment has been completed for our public water system to determine the overall susceptibility of its drinking water supply to identified potential sources of contamination. A report containing detailed information on how the susceptibility determinations were made has been furnished to our public water system and is available for viewing upon request. The wells for the City of Gulfport have received a moderate susceptibility ranking to contamination.

If you have any questions about this report or concerning your water utility, please contact Colton Peterman at 228.868.5740. We want our valued customers to be informed about their water utility. If you want to learn more, please attend any of our regularly scheduled meetings. They are held on Tuesdays bi-weekly at 2:30 PM at the City Hall.

We routinely monitor for contaminants in your drinking water according to Federal and State laws. This table below lists all of the drinking water contaminants that we detected during the period of January 1st to December 31st, 2015. In cases where monitoring wasn't required in 2015, the table reflects the most recent results. As water travels over the surface of land or underground, it dissolves naturally occurring minerals and, in some cases, radioactive materials and can pick up substances or contaminants from the presence of animals or from human activity; microbial contaminants, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife; inorganic contaminants, such as salts and metals, which can be naturally occurring or result from urban storm-water runoff, industrial, or domestic wastewater discharges, oil and gas production, mining, or farming; pesticides and herbicides, which may come from a variety of sources such as agriculture, urban storm-water runoff, and residential uses; organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations and septic systems; radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities. In order to ensure that tap water is safe to drink, EPA prescribes regulations that limit the amount of certain contaminants in water provided by public water systems. All drinking water, including bottled drinking water, may be reasonably expected to contain at least small amounts of some constituents. It's important to remember that the presence of these constituents does not necessarily indicate that the water poses a health risk.

In this table you will find many terms and abbreviations you might not be familiar with. To help you better understand these terms we've provided the following definitions:

Action Level - the concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

Maximum Contaminant Level (MCL) - The "Maximum Allowed" (MCL) is the highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Maximum Contaminant Level Goal (MCLG) - The "Goal" (MCLG) is the level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Maximum Residual Disinfectant Level (MRDL) - The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary to control microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG) - The level of a drinking water disinfectant below which there is no known or expected risk of health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Parts per million (ppm) or Milligrams per liter (mg/l) - one part per million corresponds to one minute in two years or a single penny in \$10,000.

Parts per billion (ppb) or Micrograms per liter - one part per billion corresponds to one minute in 2,000 years, or a single penny in \$10,000,000.

PWS ID #:0240003				TEST RESULTS				
Contaminant	Violation Y/N	Date Collected	Level Detected	Range of Detects or # of Samples Exceeding MCL/ACL	Unit Measure -ment	MCLG	MCL	Likely Source of Contamination
Radioactive Contaminants								
5. Gross Alpha	N	2012*	7.6	.6 – 7.6	pCi/L	0	15	Erosion of natural deposits
Inorganic Contaminants								
10. Barium	N	2015	.0133	.0025 - .0133	ppm	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits

13. Chromium	N	2015	4.7	.8 – 4.7	ppb	100	100	Discharge from steel and pulp mills; erosion of natural deposits
16. Fluoride	N	2015	.403	.18 - .403	ppm	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
17. Lead	N	2012/14*	2	0	ppb	0	AL=15	Corrosion of household plumbing systems, erosion of natural deposits

Volatile Organic Contaminants

76. Xylenes	N	2015	.002	No Range	ppm	10	10	Discharge from petroleum factories; discharge from chemical factories
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Disinfection By-Products

81. HAA5	N	2014*	13	2-13	ppb	0	60	By-Product of drinking water disinfection.
82. TTHM [Total trihalomethanes]	N	2014*	12.56	3.18 – 12.56	ppb	0	80	By-product of drinking water chlorination.
Chlorine	N	2015	.7	.30 – 2.9	Mg/l	0	MDRL = 4	Water additive used to control microbes

Unregulated Contaminants

Bromochloromet hane	N	2013*	.468	No Range	UG/L		MRL 0.06	Used as a fire-extinguishing fluid, an explosive suppressant, and as a solvent in the manufacturing of pesticides
Strontium	N	2014*	55.4	6.918 – 55.4	UG/L		MRL 0.3	Naturally-occurring element found in the earth's crust and at low concentrations in seawater, and in some surface and ground water; cobaltous chloride was formerly used in medicines and as a germicide
Vanadium	N	2014*	.293	No Range	UG/L		MRL 0.2	Naturally-occurring elemental metal; used as vanadium pent oxide which is a chemical intermediate and a catalyst

* Most recent sample. No sample required for 2015.

We are required to monitor your drinking water for specific constituents on a monthly basis. Results of regular monitoring are an indicator of whether or not our drinking water meets health standards. In an effort to ensure systems complete all monitoring requirements, MSDH now notifies systems of any missing samples prior to the end of the compliance period.

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Our water system is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>. The Mississippi State Department of Health Public Health Laboratory offers lead testing. Please contact 601.576.7582 if you wish to have your water tested.

All sources of drinking water are subject to potential contamination by substances that are naturally occurring or manmade. These substances can be microbes, inorganic or organic chemicals and radioactive substances. All drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbiological contaminants are available from the Safe Drinking Water Hotline 1-800-426-4791.

The City of Gulfport works around the clock to provide top quality water to every tap. We ask that all our customers help us protect our water sources, which are the heart of our community, our way of life and our children's future.

**EQUIPMENT AVAILABILITY
SUMMARY FOR FY2016**

Report as of 10/25/2016

UNIT ID#	MODEL	Qty	OCT. 2015	NOV. 2015	DEC. 2015	JAN. 2016	FEB. 2016	MAR. 2016	APR. 2016	MAY. 2016	JUN. 2016	JUL. 2016	AUG. 2016	SEPT. 2016	DOWN TIME FY2016	AVAIL. HOURS
			176.0	152.0	168.0	152.0	152.0	180	168.0	176.0	176.0	168.0	184.0	168.0	TOTALSS	2020.0
Backhoes		8														
2319	Case 590T		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	56.0	84.0	144.0	92.9%
2343	Cat 426-C		0.0	0.0	0.0	0.0	64.0	120.0	0.0	8.0	24.0	0.0	0.0	20.0	236.0	88.3%
2356	FORD 555E		72.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	56.0	128.0	93.7%
2387	416E Cat		16.0	0.0	0.0	0.0	64.0	0.0	0.0	88.0	0.0	0.0	0.0	4.0	172.0	91.5%
3562	CASE 508M		0.0	36.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	36.0	98.2%
3589	CAT 420F		48.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	56.0	0.0	0.0	0.0	104.0	94.9%
3590	CAT 420F		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	100.0%
9000	JD 310SK		8.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	92.0	0.0	108.0	94.7%
Dozer		1														
3548	1850		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	100.0%
Dump trucks		14														
1600	Freightliner		0.0	0.0	16.0	0.0	4.0	32.0	0.0	0.0	4.0	0.0	40.0	0.0	96.0	95.2%
1601	Freightliner		116.0	84.0	168.0	0.0	0.0	0.0	100.0	0.0	0.0	0.0	0.0	0.0	468.0	76.8%
2359	Freightliner		112.0	84.0	32.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	76.0	304.0	85.0%
2385	International		0.0	0.0	0.0	152.0	112.0	138.0	0.0	48.0	0.0	0.0	0.0	0.0	450.0	77.7%
2364	Sterling		4.0	0.0	0.0	0.0	0.0	0.0	0.0	40.0	16.0	0.0	60.0	108.0	228.0	88.7%
2541	CCH742		56.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	60.0	97.0%
2551	C70		0.0	12.0	0.0	0.0	120.0	168.0	0.0	8.0	0.0	0.0	8.0	0.0	316.0	84.4%
2584	C8500		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	100.0%
2585	C8500		0.0	0.0	0.0	0.0	0.0	64.0	0.0	0.0	32.0	0.0	100.0	0.0	196.0	90.3%
3505	Sterling		0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	28.0	36.0	98.2%
3526	GMC		0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	24.0	0.0	16.0	0.0	48.0	97.6%
3563	Sterling		0.0	0.0	0.0	0.0	8.0	4.0	20.0	76.0	0.0	76.0	0.0	0.0	184.0	90.9%
3580	Freightliner		0.0	0.0	0.0	80.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	80.0	96.0%
9004	Freightliner		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	100.0%
FEL Loader		2														
2588	WA180		0.0	0.0	0.0	8.0	80.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	88.0	95.6%
3545	HL760		4.0	44.0	0.0	0.0	52.0	52.0	52.0	0.0	0.0	20.0	48.0	16.0	288.0	85.7%
Pot Hole Patcher		4														
2570/3598	3500/F450		4.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	99.6%
3502	F750		0.0	8.0	24.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	32.0	98.4%
3547	4300		0.0	0.0	0.0	0.0	0.0	0.0	8.0	28.0	176.0	108.0	0.0	0.0	320.0	84.2%
3558	4300		32.0	8.0	4.0	0.0	0.0	16.0	0.0	92.0	0.0	0.0	32.0	0.0	184.0	90.9%
Sewer Truck/Trailer		2														
2352	1C113		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	100.0%
2388	4300		52.0	28.0	12.0	0.0	8.0	44.0	68.0	0.0	0.0	0.0	0.0	0.0	212.0	89.5%
Sweeper Truck		2														
3520	7000A		0.0	0.0	0.0	0.0	12.0	8.0	64.0	76.0	124.0	20.0	0.0	4.0	308.0	84.8%
3544	7000A		172.0	28.0	0.0	36.0	24.0	0.0	0.0	0.0	0.0	0.0	28.0	0.0	288.0	85.7%

**EQUIPMENT AVAILABILITY
SUMMARY FOR FY2016**

Report as of 10/25/2016

UNIT ID#	MODEL	Qty	OCT. 2015	NOV. 2015	DEC. 2015	JAN. 2016	FEB. 2016	MAR. 2016	APR. 2016	MAY. 2016	JUN. 2016	JUL. 2016	AUG. 2016	SEPT. 2016	DOWN TIME FY2016	AVAIL. HOURS
			176.0	152.0	168.0	152.0	152.0	180	168.0	176.0	176.0	168.0	184.0	168.0	TOTALSS	2020.0
Trackhoes/Excavators		15														
2327	312B		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	36.0	0.0	0.0	36.0	98.2%
2342	KX-91-2		0.0	0.0	0.0	24.0	48.0	0.0	0.0	16.0	0.0	0.0	0.0	0.0	88.0	95.6%
2353	KX91-3		76.0	0.0	0.0	0.0	116.0	64.0	8.0	0.0	0.0	0.0	0.0	0.0	264.0	86.9%
2354	KX91-3		0.0	76.0	52.0	40.0	0.0	102.0	60.0	0.0	0.0	0.0	0.0	0.0	330.0	83.7%
2355	9010B		8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	99.6%
2398	Bobcat		0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	132.0	36.0	0.0	0.0	176.0	91.3%
2595	9030B		16.0	0.0	0.0	0.0	0.0	24.0	0.0	0.0	0.0	0.0	0.0	0.0	40.0	98.0%
3511	Komatsu		56.0	0.0	0.0	36.0	0.0	0.0	24.0	0.0	12.0	0.0	0.0	0.0	128.0	93.7%
3553	Hundi		0.0	0.0	0.0	0.0	32.0	0.0	0.0	40.0	0.0	0.0	0.0	0.0	72.0	96.4%
3559	Hundi		0.0	0.0	0.0	40.0	0.0	48.0	0.0	0.0	0.0	0.0	0.0	0.0	88.0	95.6%
3560	Hundi		0.0	0.0	0.0	36.0	20.0	0.0	0.0	0.0	0.0	20.0	16.0	0.0	92.0	95.4%
3561	Bobcat		0.0	0.0	0.0	12.0	92.0	140.0	48.0	0.0	0.0	0.0	52.0	24.0	368.0	81.8%
3596	Komatsu		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	100.0%
7021	Bobcat													0.0	0.0	100.0%
9005	Kobelco Excavator		0.0	0.0	0.0	0.0	0.0	0.0	12.0	0.0	0.0	0.0	0.0	0.0	12.0	99.4%
Tractors		10														
2592	5420		0.0	36.0	0.0	0.0	0.0	0.0	16.0	0.0	4.0	0.0	16.0	24.0	96.0	95.2%
2593	5420		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	8.0	99.6%
3516	7510		0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	28.0	0.0	64.0	0.0	96.0	95.2%
3518	7510		36.0	0.0	0.0	0.0	0.0	0.0	0.0	36.0	40.0	0.0	4.0	4.0	120.0	94.1%
3519	7510		6.0	36.0	0.0	0.0	4.0	0.0	0.0	24.0	40.0	0.0	0.0	56.0	166.0	91.8%
3549	T6050		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	4.0	99.8%
3550	T6050		0.0	0.0	0.0	0.0	0.0	0.0	44.0	68.0	0.0	0.0	0.0	44.0	156.0	92.3%
3566	Kubota		0.0	116.0	0.0	20.0	0.0	0.0	0.0	40.0	92.0	4.0	0.0	0.0	272.0	86.5%
3588	JD 5055E		0.0	8.0	0.0	0.0	0.0	0.0	56.0	0.0	40.0	0.0	0.0	0.0	104.0	94.9%
3594	JD 6140		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	100.0%
Trash Trucks		2														
2596	FL80		0.0	0.0	0.0	0.0	24.0	64.0	28.0	56.0	32.0	80.0	56.0	60.0	400.0	80.2%
3546	4300		0.0	0.0	0.0	0.0	0.0	44.0	68.0	0.0	0.0	0.0	92.0	0.0	204.0	89.9%
Tree Truck		1														
1209	HiRanger		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	112.0	0.0	148.0	164.0	424.0	79.0%
Vac Con Truck		3														
2334	2000VC		92.0	0.0	92.0	52.0	76.0	32.0	0.0	0.0	100.0	164.0	128.0	168.0	904.0	55.2%
2389	LT7501		0.0	36.0	32.0	0.0	40.0	0.0	0.0	8.0	32.0	8.0	0.0	120.0	276.0	86.3%
7014	VAC CON		0.0	36.0	56.0	88.0	28.0	0.0	0.0	0.0	72.0	0.0	72.0	62.0	414.0	79.5%
TOTAL		64	986.0	684.0	492.0	632.0	1032.0	1172.0	680.0	760.0	1208.0	572.0	1128.0	1122.0	10468.0	91.9%

INVENTORY MANAGEMENT FY16 AUDIT (28 SEP 2016)

	MATERIAL ID	DESCRIPTION	UNIT COST	UNIT OF MEASURE	STOCK ON HAND	AUDIT COUNT		
1	1001000	PRE-FILTER (TS400)	\$2.50	EA	4	4	0	0
2	1001018	FILTER, AIR (MS200T)	\$16.00	EA	2	2	0	0
3	1001024	SPARK PLUG (4626)	\$2.25	EA	16	16	0	0
4	1002001	CHAINSAW CHAIN, 16" (MS250)	\$20.16	EA	5	5	0	0
5	1003002	EDGER BLADE (4 BLADE)	\$8.00	EA	26	26	0	0
6	1004002	SCAG BELT	\$56.97	EA	2	2	0	0
7	1005015	14" DIAMOND BLADE w/1" ARBOR	\$199.99	EA	12	12	0	0
8	1121001	PVC PRESSURE PIPE 4"	\$2.05	FT	1364	1340	-23	-47.15
9	1121005	PVC PRESSURE PIPE 12"	\$14.57	FT	1820	1800	-20	-291.40
10	1121014	TUBING, MUNICIPAL SERVICE, 2"	\$0.89	FT	1271	1276	5	4.45
11	1123005	3 WAY HYDRANT, 3' BURY, 6" SHOE, 5 1/4"	\$1,205.00	EA	30	30	0	0
12	1123033	RISER, 5 1/4" x 12" (M/H)	\$230.00	EA	23	22	-1	-230.00
13	2001004	BAGS, TRASH (30 GAL)	\$25.97	EA	26	26	0	0
14	2121003	STEP, MANHOLE / CULVERT	\$9.13	EA	19	19	0	0
15	2122022	FENCE, SILT w/STAKES	\$18.43	ROLL	24	24	0	0
16	3111001	SHOVEL, ROUND TIP	\$24.00	EA	14	14	0	0
17	3111021	PROBING ROD	\$23.84	EA	6	6	0	0
18	3111022	ASPHALT LOOP	\$60.00	EA	3	3	0	0
19	3111050	TUBE CUTTER	\$5.80	EA	41	40	-1	-5.80
20	3112001	GREASE LCE II	\$1.34	EA	252	249	-3	-4.02
21	3114002	GRAVEL MIX	\$3.70	EA	188	185	-3	-11.10
22	3118019	ROUND CONCRETE PIPE ASTM C-76 18"	\$110.40	EA	25	25	0	0
23	3118034	CONCRETE ARCH - ASTM C-506 18 x 11 (15")	\$152.00	EA	12	12	0	0
24	3118060	CONCRETE 18" FLARED END - SPIGOT	\$340.60	EA	4	4	0	0
25	4121002	2" x 4" x 8' LUMBER	\$2.56	EA	397	390	-7	-17.92
26	5121004	MANHOLE RISER RING, 23.5" x 2"	\$115.00	EA	24	24	0	0
27	5121020	GRATE w/FRAME, CI, 24" x 24"	\$292.79	EA	2	2	0	0
28	7121006	LIMESTONE ASTM #610	\$9.50	UNIT (0.25)	16883	16880	-3	-28.50
29	8103003	RETAINER, MJ, 12"	\$74.05	EA	66	63	-3	-222.15
30	8151023	2" ELBOW, 45 DEG SWXSW	\$1.70	EA	6	6	0	0
31	8151034	1" COUPLING, SW - SW	\$0.22	EA	39	38	-1	-.22
32	8152003	2" ELBOW, 45 DEG, SW	\$4.58	EA	7	8	1	4.58
33	8152015	2" NIPPLE	\$0.44	EA	13	13	0	0
34	8152020	1" COUPLING, FPT	\$1.68	EA	9	9	0	0
35	8152030	1" ADAPTER, SW - MPT	\$2.25	EA	20	21	1	2.25
36	8152038	1" BALL VALVE, UNION, SW or FPT	\$2.44	EA	66	63	-3	-7.32
37	8152045	3/4" ADAPTER, SW - FPT	\$1.41	EA	23	21	-2	-2.82
38	8153005	1 1/2" NIPPLE, 6" LENGTH	\$4.55	EA	9	9	0	0
39	8153011	1 1/2" x 3/4" BUSHING, MPT - FPT	\$3.65	EA	8	8	0	0
40	8153027	3" NIPPLE, 4" LENGTH	\$5.41	EA	3	3	0	0
41	8153038	2" x 1" BUSHING, MPT x FPT	\$4.05	EA	33	33	0	0
42	8153051	3/4" COUPLING, FPT - FPT	\$1.65	EA	20	20	0	0
43	8153058	1" COUPLING, DRESSER	\$9.70	EA	25	24	-1	-9.70
44	8153068	1" ELBOW, 45 DEG, FPT - FPT	\$1.51	EA	98	99	1	1.51
45	8154003	1 1/2" CUTOFF, WHEEL, FPT	\$25.01	EA	4	4	0	0
46	8154010	2" COUPLING, CTS - FPT	\$65.33	EA	23	23	0	0
47	8154016	2" COUPLING, METER, FL, FPT	\$39.44	EA	32	32	0	0
48	8154027	1" BALL VALVE, CTS - MSN	\$56.25	EA	39	39	0	0
49	8154033	1" x 3/4" BALL VALVE, 1" CTS - 3/4" MSN	\$48.40	EA	97	97	0	0
50	8154042	3/4" NIPPLE, METER, LONG	\$4.99	EA	282	280	-2	-9.98
51	8154053	3/4" TEE, CTS	\$28.60	EA	52	52	0	0
52	8154061	3/4" METER RISER, 7" HT	\$97.54	EA	3	3	0	0
53	8154100	REGISTER HEAD 5/8"	\$165.00	EA	498	498	0	0
54	8154113	INT ASSY 6"	\$2,412.19	EA	9	9	0	0
55	8154220	2" OCTAVE METER	\$1,835.00	EA	31	31	0	0
56	8155006	6" x 1" cc SERVICE SADDLE	\$18.42	EA	19	19	0	0
57	8155037	6" BELL CLAMP	\$59.20	EA	5	4	-1	-59.20
58	8156004 D	3" - 4" FULL CIRCLE CLAMP (3.96 - 4.25 x 12.5)	\$51.00	EA	9	9	0	0
59	8156022	12" FULL CIRCLE CLAMP, 13.10 - 13.50 x 12"	\$126.40	EA	2	2	0	0
60	8156024	3" x 3" REPAIR CLAMP	\$4.94	EA	46	44	-2	-9.88
61	8156041	HYMAX, COUPLING, 4"	\$131.13	EA	12	12	0	0
62	8156081	6" x 6" TAPPING SLEEVE 6.90 - 7.20 C900	\$226.10	EA	1	1	0	0
63	8156224	3/4" x 1/8" RUBBER WASHER	\$0.10	EA	843	838	-5	-.50
64	8156242	5/8" x 3 1/2" METER BOLT	\$0.99	EA	323	320	-3	-2.97
65	8157005	8" SLEEVE, MJ	\$180.84	EA	12	12	0	0
66	8157008 A	6" RETAINER, MJ w/ACCESSORIES	\$26.00	EA	84	84	0	0

	MATERIAL ID	DESCRIPTION	UNIT COST	UNIT OF MEASURE	STOCK ON HAND	AUDIT COUNT		
67	8157017	8" ELBOW, 45 DEG, MJ	\$55.00	EA	8	8	0	0
68	8157024	6" PLUG w/2" TAP	\$20.16	EA	2	1	-1	-20.16
69	8157045	8" x 6" REDUCER, MJ	\$39.00	EA	10	10	0	0
70	8157062	REAMED 6" RETAINER, MJ	\$89.00	EA	16	16	0	0
71	8157104	6" GATE VALVE	\$376.58	EA	13	14	1	376.58
72	8157111	6" LID (WATER) for VALVE BOX	\$11.95	EA	33	33	0	0
73	8157217	6" VALVE, GATE, FLANGED	\$304.90	EA	1	1	0	0
74	8159001	STATION, WATER SAMPLING	\$299.00	EA	5	5	0	0
75	8159003	EMBLEM - FISH	\$15.00	EA	278	278	0	0
76	8159007	TAPE, WATER LINE	\$43.47	EA	28	28	0	0
77	8159009	WIRE, GREEN # 12	\$91.15	EA	37	37	0	0
78	8251012	4" CLEANOUT, SW x FPT	\$2.45	EA	97	93	-4	-9.80
79	8251025	8" x 6" WYE, INLINE, SW, PVC	\$21.00	EA	5	5	0	0
80	8251036	SPEED BANDS	\$3.93	EA	441	423	-18	-70.74
81	8252008	6" x 6" COUPLING, PL - PL	\$6.66	EA	14	14	0	0
82	8252014	8" x 6" COUPLING, CL - PL	\$13.13	EA	45	45	0	0
83	8252038	18" COUPLING, PL - PL	\$121.84	EA	1	1	0	0
84	8252050	AIR RELEASE VALVE, 2" , ARI, S/S	\$2,425.00	EA	3	3	0	0
85	8260010	LID, SEWER, w/RING, 24"	\$169.35	EA	11	11	0	0
86	8260022	PVC SEWER PIPE 4"	\$0.83	FT	3744	3720	-24	-19.92

STOREROOM COUNT	ACTUAL COUNT	LOSS COST	GAIN COST
30158	30035	\$1081.25	\$ 389.37

PERCENTAGE	99.5 %
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Water and Sewer End of Year Report

FY2016

1.) Water and Sewer Construction Crews

A.) Crew 1

a.) Completed Projects:

- Sewer repair at J Miller Road
- Road work on J Miller Road
- Construction of 2 spillways on J Miller Road
- 25 ½ Alley sewer install
- Cold Springs sewer install
- Repair of force main crossing creek behind HWY 49 Interceptor Station
- Repair of water main in Tara Hills after April rain event

b.) Partially Completed Projects:

- Perry Street Water Project – 80% Complete
- HWY 49 Water and Sewer Project – Water 80% Complete/Sewer 0% Complete

c.) Currently assisting on HWY 49 Water and Sewer Project

d.) Total Number of "Did Not Pass" Inspection: (0)

B.) Crew 2

a.) Completed Projects:

- 19th Street Water Project
- Glen Cove, Cold Springs, and Brookwood
- Large sewer repair in Swan Lake after April rain event

b.) Partially Completed Projects:

- Mays Road – 90% Complete
- 6" force main install on HWY 49 – 90% Complete

c.) Projects Crew 2 Provided Assistance On:

- HWY 49 Water Project
- J Miller Road Sewer Project
- Several large sewer repairs (assisted Sewer Repair Crew)

d.) Currently assisting on HWY 49 Water and Sewer Project

e.) Total Number of "Did Not Pass" Inspection: (0)

C.) Crew 3

a.) Completed Projects:

- 2nd Street Drainage Project
- Sewer repair on Hamilton Street after April flood event
- Drainage box in alley behind 1601 25th Avenue

b.) Partially Completed Projects:

- HWY 49 Project – Water 80%/Sewer 0% Complete
- 13 Street Alley – 20% Complete

12/15/2016

c.) Projects Crew 3 Provided Assistance On:

- Brookwood Water Project
- 6" force main repair install on HWY 49
- Concrete repair and placements (assisted Sewer Repair Crew)

d.) Currently working on Sewer Project at 13th Street Alley

e.) Total Number of "Did Not Pass" Inspection: (0)

2.) 100% inspections on Fire Hydrants, Meters, Taps, and Main Breaks

A.) Service Requests – 0 Failures

B.) Fire Hydrant Crew Bench Marks – 0 Failures

A handwritten signature in blue ink, appearing to read "Brian McKnight", with a long horizontal flourish extending to the right.

Brian McKnight

Water and Sewer Inspector
City of Gulfport

2016 Fiscal Year Construction Crew Cost Comparison (Oct. 1, 2015 - Sept. 30, 2016)

Water & Sewer Construction Crews

Crew #1

Project Name/SR#	Dates on Project	Material Cost		Unit Price	
J Miller Road/184311	Oct 1 - Jan 29	\$	29,528.08	\$	249,028.00 \$ 219,499.92
25 1/2 Alley Sewer/190808	Feb 1 - Feb 11	\$	2,335.55	\$	47,820.00 \$ 45,484.45
Cold Springs Sewer/191401	Feb 26 - Mar 29	\$	12,021.01	\$	60,457.00 \$ 48,435.99
49 North Swan/ 192825	Apr 18 - Apr 19	\$	2,350.80	\$	5,040.00 \$ 2,689.20
Perry Water/193078	Apr 26 - Open	\$	29,023.50	\$	80,230.00 \$ 51,206.50
		\$	75,258.94	\$	442,575.00 \$ 367,316.06

Labor Cost (Crew Leader-1, Asst Crew Leader-1, Truck Driver-1, and Laborer-1) 211 DAYS \$ 162,651.46

Equipment & Fuel Cost (1 trackhoe, 1 backhoe, 1 dump truck, 1 crew truck, and 1 enclosed trailer) \$ 36,829.09

Total Amount Saved \$ 167,835.51

% Overall Savings 38%

Crew #2

Project Name/SR#	Dates on Project	Material Cost		Unit Price	
19th Street Water Line/181118	Oct 1 - Dec 3	\$	14,940.61	\$	47,343.00 \$ 32,402.39
Bullis Water/190388	Jan 14 - Feb 24	\$	14,655.22	\$	42,460.00 \$ 27,804.78
Cold Springs Water/189032	Nov 10 - Feb 16	\$	39,493.19	\$	110,656.00 \$ 71,162.81
East Beach Blvd/ 194717	June 20 - June 21	\$	322.52	\$	24,500.00 \$ 24,177.48
Magnolia Court/193322	May 3 - May 16	\$	5,610.19	\$	21,733.00 \$ 16,122.81
Mays Road/192344	Mar-31 - Open	\$	56,624.30	\$	154,634.00 \$ 98,009.70
		\$	131,646.03	\$	401,326.00 \$ 269,679.97

Labor Cost (Crew Leader-1, Asst Crew Leader-1, Truck Driver-1, and Laborer-1) 213 DAYS \$ 164,193.18

Equipment & Fuel Cost (1 trackhoe, 1 backhoe, 1 dump truck, 1 crew truck, and 1 enclosed trailer) \$ 40,887.55

Total Amount Saved \$ 64,599.24

% Overall Savings 16%

Crew #3

Project Name/SR#	Dates on Project	Material Cost		Unit Price	
2nd Street Drainage/187347	Oct 1 - Oct 15	\$	1,094.62	\$	5,558.00 \$ 4,463.38
Hwy 49 Water Main Relocation/182531	Oct 16 - Sept 30	\$	153,341.32	\$	343,010.50 \$ 189,669.18
Hamilton Street/ 193292	May 3 - May 6	\$	3,286.08	\$	7,840.00 \$ 4,553.92
24th Ave & 14th Street/196114	Aug 5 - Open	\$	2,526.14	\$	7,608.00 \$ 5,081.86
		\$	160,248.16	\$	364,016.50 \$ 203,768.34

Labor Cost	(Crew Leader-1, Asst Crew Leader-1, Truck Driver-1, and Laborer-1) 216 DAYS	\$	166,505.76
Equipment & Fuel Cost	(1 trackhoe, 1 backhoe, 1 dump truck, 1 crew truck, and 1 enclosed trailer)	\$	49,796.25

Total Amount Saved	\$ (12,533.67)
% Overall Savings	-3%

Fire Hydrant Crew

Project Name	Dates on Project	Material Cost		Unit Price	
Fire Hydrants Replaced	Oct 1 - Sept 30	\$	151,736.85	\$	447,427.50 \$ 295,690.65
		\$	151,736.85	\$	447,427.50 \$ 295,690.65

Labor Cost	(Crew Leader-1, Asst Crew Leader-1, and Laborer-1)	\$	140,675.70
Equipment & Fuel Cost	(1 mini-hoe, 1 crew truck, and 1 enclosed trailer)	\$	25,899.21

Total Amount Saved	\$ 129,115.74
% Overall Savings	29%

Total Savings	\$ 349,016.82
% Overall Savings	21.1%

STREETS/DRAINAGE

* QUALITY FOR SERVICE REQUESTS

10 Inspections per week x 52 weeks
520 Inspections
0 Failed
 $((520-0)/520) = 100.0\%$ Passed

* COMPLETION RATE OF SERVICE REQUESTS

Opened	3,647
Engineering	<u>123</u>
3,524 Total Opened for Utility Partners, LLC	

Closed	<u>3,637</u> = 103.2% Closed
Opened	3,524

* RESPONSE/PRODUCTION TIME OF SERVICE REQUESTS

10 Inspections per week x 52 weeks
520 Inspections
0 Failed
 $((520-0)/520) = 100.0\%$ Passed

*ROUTINE MAINTENANCE

$100\% + 100\% + 100\% + 100\% + 100\% = 500\%/5 = 100\%$

*OVERALL

$88.8\%(.10) + 100.0\%(.15) + 100.0\%(.20) + 99.8\%(.15) + 100.0\%(.40) = 98.9\%$

Service Request Progress Sheet

9/30/2015 5:33:57PM to 9/30/2016 5:35:09PM

	<u>9/30/15</u>	<u>OPEN</u>	<u>CLOSED</u>	<u>9/30/16</u>	<u>+60 DAYS</u>	<u>ENG</u>	<u>ENG +60</u>
ALLEY NEEDS LIMESTONE AND REGRADING	2	71	71	2	2	2	2
BRIDGE REPAIRS		1	1	0	0	0	0
DRIVEWAY IS BROKEN		78	75	3	1	1	1
SIDEWALK IS BROKEN		59	59	0	0	0	0
CAMERA STORM DRAIN		1	1	0	0	0	0
CAMERA SEWER LINES		2	1	1	1	0	0
CATCH BASIN BROKEN	1	53	53	1	1	1	1
CATCH BASIN NOT DRAINING	3	112	112	3	3	3	3
CAVE IN AT STREET	3	88	88	3	3	2	2
CULVERT REQUEST		2	2	0	0	0	0
CURB BROKEN OR DISJOINTED		36	35	1	0	0	0
CURRENT NEW CONSTRUCTION	39	7	15	31	30	19	19
DITCH NOT DRAINING	31	343	340	34	31	29	29
GUARD RAIL PROBLEM	1	0	1	0	0	0	0
GRASS OVER GROWN		104	104	0	0	0	0
INSTALL STORM DRAIN PIPE	13	7	6	14	14	11	11
STREET SHOULDERS NEED LIMESTONE		88	88	0	0	0	0
LITTER IN AREA		11	11	0	0	0	0
CATCH BASIN MISSING LID		20	20	0	0	0	0
OIL OR CHEMICAL SPILL		8	8	0	0	0	0
DITCH IS OVER GROWN	1	355	356	0	0	0	0
UTILITY CUT ACROSS NEEDS PATCHING		310	310	0	0	0	0
STREET NEEDS PAVING	2	18	17	3	2	0	0
POTHOLE	1	713	714	0	0	0	0
ANYTHING IN THE ROAD OR RIGHT OF WAY		123	123	0	0	0	0
SAND BAGS REQUESTED		1	1	0	0	0	0
DRESS UP AREA		20	20	0	0	0	0
SIDEWALK OVER GROWN		7	7	0	0	0	0
STORM DRAIN TO SMALL	1	0	0	1	1	1	1
STORM DRAIN PIPE BROKEN	11	56	53	14	13	13	13
STORM PIPE COLLAPSED	13	129	122	20	19	19	18
STORM DRAIN PIPE PLUGGED	4	118	118	4	4	4	4
STREET OR CURB NEEDS TO BE SWEEP		101	101	0	0	0	0
STREAM BANK EROSION	5	17	14	8	7	7	7
TRASH TO BE PICKED UP		147	147	0	0	0	0
TREE LIMBS OVERGROWN	1	212	213	0	0	0	0
REMOVE TREE(S)	2	49	51	0	0	0	0
WASHOUT AT SHOULDER OF STREET	2	63	62	3	2	3	2
WATER STANDING	8	117	117	8	8	8	8
	144	3647	3637	154	142	123	121

Of these requests, the following have been submitted to Engineering:

Engineering	123
<i>Total Engineering:</i>	123
Total Water Billing:	0
Total:	31

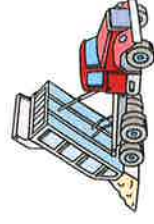


Streets and Drainage Year to Date Report FY 16

	SERVICE REQUESTS			Landfill	DITCHES		Sidewalk Cleaning		GROUND MAINTENANCE			STREET SWEEPING		ASPHALT	
	Received	Completed	Total in Engr. Dept.	Debris hauled to landfill	Ditches Cleaned (Annual cycle)	Percent Complete	Sidewalk Cleaning (Annual cycle)	Percent Complete	Dates below reflect scheduled cycle per city	Grass Cutting (6 week cycle)	Percent Complete	Street Sweeping 6 month cycle	Percent Complete	Asphalt Tonnage Used	Percent Covered
Contract Benchmark					300,959.00		337,916.00			1,753,752.00		225.00		3,000.00	
							Lf has increased			(10,522,512 annually)		(450 Miles annually)			Based on 3,000 tons annually
Month	#	#	#	YD	If	%	If	%		If	%	Miles	%	Tons	%
Oct-15	220	202	112	1,999.50	47,858.00	15.9%	32,124.00	9.5%	09/21/15-10/30/15	1,753,752.00	100%	97.40	43.3%	294.83	9.8%
Nov-15	169	162	112	1,730.50	15,390.00	5.1%	48,551.00	14.4%	TBD	Off Season		18.80	8.4%	144.15	4.8%
Dec-15	250	245	112	1,596.00	31,290.00	10.4%	37,967.00	11.2%	TBD	Off Season		80.50	35.8%	129.83	4.3%
Jan-16	218	238	112	1,237.00	14,730.00	4.9%	38,459.00	11.4%	TBD	Off Season		58.60	26.0%	103.65	3.5%
Feb-16	229	197	113	2,783.00	26,325.00	8.7%	44,065.00	13.0%	TBD	Off Season		110.70	49.2%	117.59	3.9%
Mar-16	370	349	112	2,828.00	19,300.00	6.4%	23,646.00	7.0%	TBD	Off Season		87.10	38.7%	175.78	5.9%
Apr-16	335	331	113	2,534.00	8,400.00	2.8%	17,394.00	5.1%	04/04/16-05/15/16	1,753,752.00	100%	25.80	11.5%	240.00	8.0%
May-16	434	423	112	2,758.00	8,100.00	2.7%	30,998.00	9.2%	05/16/16-06/26/16	1,753,752.00	100%	71.00	31.6%	208.00	6.9%
Jun-16	370	379	117	1,939.00	55,980.00	18.6%	38,883.00	11.5%	06/27/16-08/07/16	1,753,752.00	100%	80.70	35.9%	269.00	9.0%
Jul-16	302	304	117	2,720.50	49,345.00	16.4%	30,522.00	9.0%	08/08/16-09/18/16	1,753,752.00	100%	18.10	8.0%	259.00	8.6%
Aug-16	517	511	122	2,540.00	26,800.00	8.9%	17,175.00	5.1%	09/19/16-10/30/16	263,062.80	15%	42.00	18.7%	415.00	13.8%
Sep-16	296	399	123	2,465.50	0.00	0.0%	17,567.00	5.2%	TBD	0.00	0%	172.50	76.7%	371.50	12.4%
TOTALS	3,710.00	3,740.00	123	27,131.00	303,518.00	100.9%	377,351.00	111.7%		9,031,822.80	85.8%	453.10	201%	2,728.33	90.9%
		100.8%										410.10	182%		

tons remaining 271.67

tons remaining 271.67



CITY of GULFPORT
DEPARTMENT of PUBLIC WORKS

**END OF YEAR REPORT ON UTILITY PARTNER'S STREETS AND DRAINAGE
DEPARTMENT FROM 1 OCTOBER 2015 TO 30 SEPTEMBER 2016**

A. Weekly Random Inspections on Service Request's Completed:

1. Assigned to Inspect 10 Random completed Service Requests per week for the 52 weeks in a work year. Random's are selected from the completed Drainage service requests and then Streets service requests.

For the 52 weeks a total of 520 Service Request were Inspected for Quality, Paperwork and Benchmark Times as per City Standards. After Several Failure Meetings No Failures for this Fiscal Year.

- **Note:** For Drainage a Total of 1,280 Estimated Service Requests were completed, and for Streets a Total 2,273 Estimated were completed.

See Attachment 1 Spread Sheet

B. 100% Inspections of Streets and Drainage Completed Service Requests:

- [Areas Inspected; Catch Basin Broken, Catch Basin Not Draining, Catch Basin Missing Lid, Install Storm Drain Pipe, Storm Drain Pipe Collapsed, Storm Drain Pipe Broken, Storm Drain Pipe Plugged, Wash Out at Street Shoulder, Alley Needs Lime Stone, Cave In at Street, Curb Broken or Disjointed, Current New Construction, Drive Way Broken, Street Shoulder Needs Lime Stone (Lime Stone Street) and Pave Street .]
- A Total of 762 Service Requests were inspected with 1 Failure for this Work Year.

See Attachment 2.

C. Cave In Crew:

1. Cave In Crew performs Service Request for Storm Drain Cave Ins, and small Storm Drain Projects less than 40 feet, driveway replacements. Plus the crew was assigned to assist other

crews as necessary. The Crew is Inspected on a Daily basis. The crew has 3 assigned personnel, all work done to be inspected to City Construction Standards.

Crew Leader -- David Garrison

Operator & Assistant Crew Leader -- Kurt Sandaker, Assigned To Cave In Crew,

Laborer -- Warren Howard

- Cave In Crew completed an Estimated 213 Service Requests, which included the removal and replacement of an estimated 1,471 feet of various sizes of storm drain culverts from 15" RCP & RCAP culverts to 48" RCP and RCAP of Storm Drain Culverts, Assisted the Streets and Drainage Construction Crew # 1 in 4 Projects, Assisted the Concrete Crew in 32 projects Assisted the Asphalt Crews in 8 Projects and Assisted the Tree Trimming Crew in 2 Projects, All of the above Totals are Estimated due to no daily inspections were done when the Inspector was not at work due to vacation or other days off. The Crew had No Failures during the Fiscal Year.

D. Customer Call Back Log:

During this Fiscal year, only had 2 Customer Call Back Issues, none of the 2 required Re-Work to be preformed.

[See Attachment 3](#)


Respectfully submitted,
John Thomas

Copy to:
Wayne
Mark
Ryan
Bryan N.
File

2. Kinetik

WEEK OF 5 SEPTEMBER 2016 TO 11 SEPTEMBER 2016 WEEK 49

[illegible]

Problem Address:	PLANTATION OAKS DR & OLD MOSSY TRL	Gulfport	39503
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Details:	Realtor at model home said the east side of Plantation Oaks Dr just north of intersection is starting to cave in/dip down. ACR#444036 RESOLUTION: REPAIRED CAVE IN TEMPORARILY BY PUTTING DOWN LIMESTONE. STILL WAITING ON CAMERA TRUCK TO VIEW LINE. (9-6-16)
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Customer-Caller Information						
Customer Call #	Customer Title	First Name	Middle Initial	Last Name	Address	Apt. #
201977		MIKE		BAUDRY	14063 Old Mossy Trail	

City	Zip	Address Type	Home Phone	Work Phone	Other Phone	Date & Time Of Call
Gulfport	39503	Streets	504-415-1871			8/29/2016 3:02:36 PM
Customer Call Back?		Date/Time Call Back	Customer Email		Cell Phone	Fax Phone
Y		9/6/2016 2:45:00 PM	NP			

Comments:
By JOHNSON, JOLENE R: 8/29/2016 3:05:18 PM Realtor at model home said the east side of Plantation Oaks Dr, just north of intersection is starting to cave in/dip down. ACR#4036 By MCNAIR, DWIGHT: 9/1/2016 8:46:56 AM This request is pending information from Jeremy Harrison on if we will make the repair or not per our conversation in the front office 8/31/16. By MCNAIR, DWIGHT: 9/8/2016 3:04:52 PM Per Cephuis 9/8/16. He talked with Jeremy Tyler and they instructed him to place limestone at this location until there is a camera truck up and running, due to this being an issue with the new sewer line. This request will be referred to W/S department as a sewer cave in.

Investigator:	GARRISON, DAVID	Date Dispatched:	8/30/2016 7:39:50 AM
Investigation Date:	9/6/2016 3:52:32 PM	W.O. Needed?	N
Engineering Required?	(circle one)	Truck #:	

Resolution:	STREETS AND DRAINAGE REPAIRED CAVE IN
-------------	---------------------------------------

Custom Category Field Values		
Custom Field Names	Custom Field Value	Custom Field Id
DATE COMPLETED	9/6/2016 12:00:00 AM	1
RESOLUTION	REPAIRED CAVE IN	2
SERVICE FEES	0	38

Custom Field Type	Custom Field Is Required	Custom Field Max Value	Custom Field Min Value
ARCHAR	Y		
ARCHAR	Y		
ARCHAR	N		

Work Orders

Work Order Id	Category	Description	Priority	Supervisor	Resolution
---------------	----------	-------------	----------	------------	------------

Projected Start Date	Projected Finish Date	Actual Start Date	Actual Finish Date	Project Name
----------------------	-----------------------	-------------------	--------------------	--------------

Work Order Assigned To:
Work Order Assigned By:

Description of Work: Realtor at model home said the east side of Plantation Oaks Dr just north of intersection is starting to cave in/dip down. ACR#44036
RESOLUTION: REPAIRED CAVE IN TEMPORARILY BY PUTTING DOWN LIMESTONE. STILL WAITING ON CAMERA TRUCK TO VIEW LINE.
(9-6-16)

Page 1 of 2

	Date Printed: 2/11/14 ~ Time Printed: 12:33 PM
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Work Order Summary

Estimated Employees	Start Date	Finish Date	Hours	Rate Type	Valid Rate Types
					A = Hourly
					B = Overtime
					C = Holiday/Emerg.
					D = Fixed

Estimated Materials	No.	Unit

Estimated Equipment	ID No.	Start Date	Finish Date	Hours
Instructions:				

Comments:	
-----------	--

Patching Required?	NO -or- YES (Transfer to Streets and Drainage)
--------------------	--

Associated Service Requests: _____ Customer's email address: NP

RequestID	Date/Time Initialized	Priority	Description	Problem Address	Customer Name	Home #	Work #
201977	8/29/2016 3:05:18 PM	Medium	CAVE IN AT STREET	PLANTATION OAKS DR & OLD MOSSY TRL	MIKE BAUDRY	504-415-1871	

Details:	Realtor at model home said the east side of Plantation Oaks Dr just north of intersection is starting to cave in/dip down. ACR#44036 RESOLUTION: REPAIRED CAVE IN TEMPORARILY BY PUTTING DOWN LIMESTONE. STILL WAITING ON CAMERA TRUCK TO VIEW LINE. (9-6-16)
Caller Details:	SR Status: CLOSED
Work Order Closed By: <u>KNESAL JARROD</u>	

Penalty

Date	13 Sept. 2016	
Type of Problem	CAVE IN	
Service Request#	196855	
Customer Name	Mike Baudrey	
Incident Address	Plantation Oak Dr. + Old Mossy Trail	
Contract Section	6.05-C	
Penalty Amount (see below)	\$200.00	
Reason for Penalty -attach picture(s) Per Comments, Lime Stone to Be Placed in location with 1 camera Truck car camera on the sewer line. Resolution on SR stated & repaired Cave In. "Curse it by No line stone placed and SR closed By hand closed. Also camera was not installed		
By David Garner		

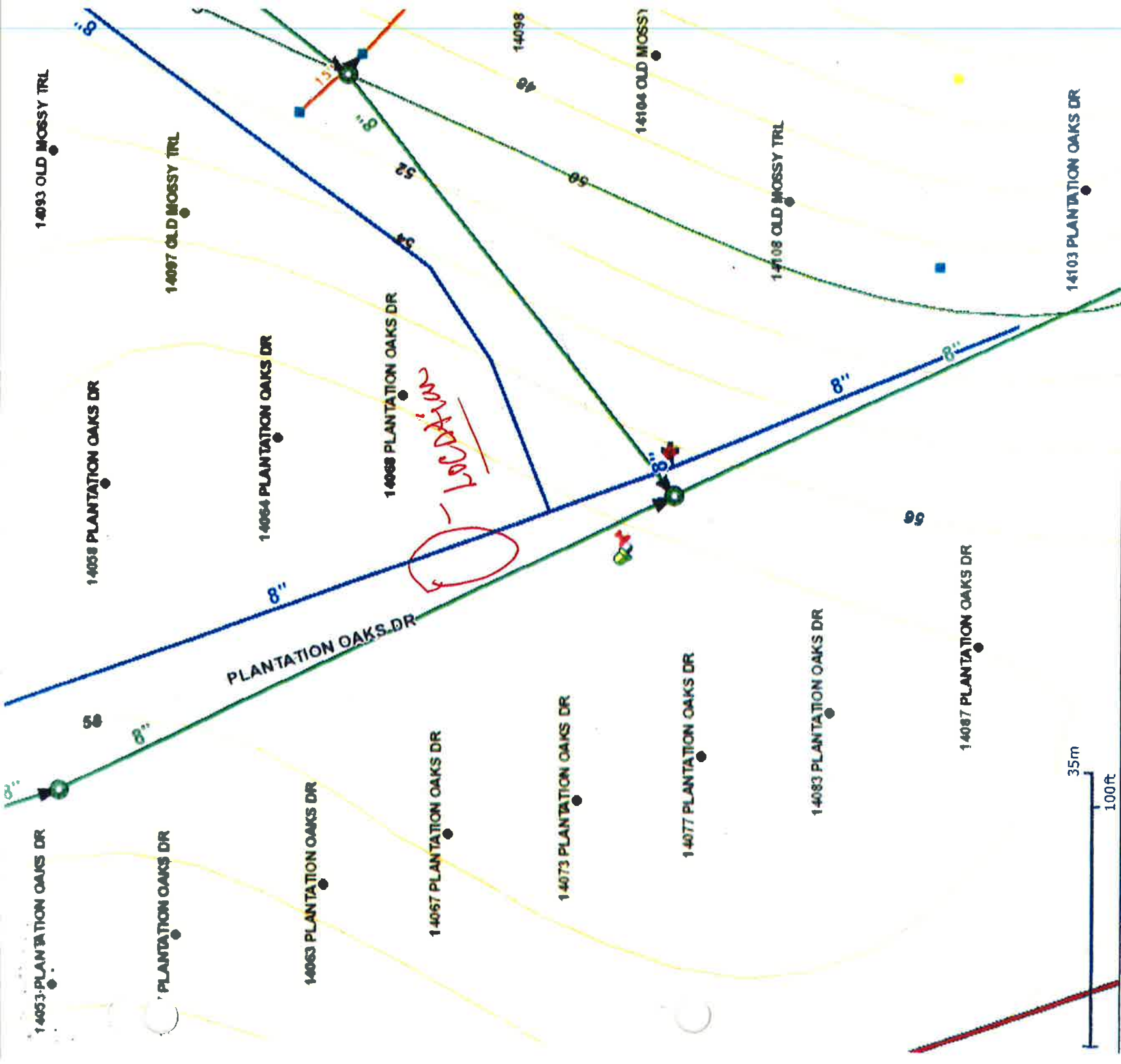
Key		
Contract Section	Penalty Amount	Types of Penalties
6.05-C	\$200 per instance	Failure to Complete Service Requests
6.05-D	\$200 per instance	Safety Violations
6.05-E	\$200 per instance and \$100 per hour thereafter	Not Responding to "After Hours" Calls
6.05-G	\$200 per instance	Negligent After Hours Priorities
6.05-H	\$200 per instance	Failure to Comply with Public Works Vehicle usage Policy for Hourly Employees
6.05-I	\$200 per instance	Failure to Meet Construction Specifications
6.05-J	\$200 per instance	Failure to Comply with City of Gulfport Policies
6.05-K	\$50 per day	Failure to Meet Construction Time Standards
6.05-L	\$100 per day per vehicle	Driving Time Over Two (2) Hours Per Day

Inspector Signature

John Thomas 9/15/16

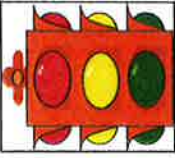
Director/Asst. Director Signature

Wayne E. Miller 9-15-16



X: 915899.75318 Y: 357703.38075





INSPECTOR: JOHN THOMAS
CONTRACTOR: UTILITY PARTNERS L.L.C.
DIVISION: STREETS AND DRAINAGE

FY OCT. 2015 - SEP. 2016

NO	SERVICE REQUEST NO.	CUSTOMER NAME	DATE	CUSTOMER'S CONCERN	IS REWORK REQUIRED?
1	190805	Paul Peresich	2/8/16	Tree limbs over crown	YES NO
2	196244	James Knight	8/25/16	Over crown Ditch	YES NO
3					YES NO
4					YES NO
5					YES NO
6					YES NO
7					YES NO
8					YES NO
9					YES NO
10					YES NO
11					YES NO
12					YES NO
13					YES NO
14					YES NO
15					YES NO
16					YES NO
17					YES NO
18					YES NO
19					YES NO
20					YES NO
21					YES NO
22					YES NO
23					YES NO
24					YES NO
25					YES NO
26					YES NO
27					YES NO
28					YES NO
29					YES NO
30					YES NO
31					YES NO
32					YES NO
33					YES NO
34					YES NO
35					YES NO
36					YES NO
37					YES NO
38					YES NO
39					YES NO



**CITY of GULFPORT
DEPARTMENT of PUBLIC WORKS**



**END OF YEAR REPORT ON UTILITY PARTNER'S STREETS AND DRAINAGE DEPARTMENT FROM
1 OCTOBER 2015 TO 30 SEPTEMBER 2016**

A. Daily Routine Inspections Completed:

1. Grass Cutting	Every 6 Weeks-	
	3 April 16 – 14 May 16	Completed
	15 May 16 – 25 June 16	Completed
	26 June 16 – 6 Aug. 16	Completed
	7 Aug. 16 – 17 Sept. 16	Completed
2. Street Sweeping	Every 6 – Months	
	1 Oct. 15 – 31 March 16	Completed
	1 April 16 – 30 Sept. 16	Completed
3. Sidewalk Cleaning	Yearly	
	1 Oct. 15 – 30 Sept. 16	Completed
4. Pot Hole Patching	Yearly	
	1 Oct. 15 – 30 Sept. 16	Completed
	2,777 Tons of Asphalt	
5. Ditch Cleaning	Yearly	
	1 Oct. 15 – 30 Sept. 16	Completed

B. 100% Inspections of Streets and Drainage Completed Service Requests:

- [Areas Inspected; Pot Holes, Cut a Cross, Ditch not Draining, Ditch Overgrown, Water Standing, Grass Overgrown, Sidewalk Broken, Tree limbs Overgrown.]
- A Total of 3,553 Service Requests were Inspected.

Respectfully submitted,
Joe Johnson

Copy to:
Wayne
Mark
Ryan
File

**EQUIPMENT AVAILABILITY
SUMMARY FOR FY2016**

Report as of 10/25/2016

UNIT ID#	MODEL	Qty	OCT. 2015	NOV. 2015	DEC. 2015	JAN. 2016	FEB. 2016	MAR. 2016	APR. 2016	MAY. 2016	JUN. 2016	JUL. 2016	AUG. 2016	SEPT. 2016	DOWN TIME FY2016	AVAIL. HOURS
			176.0	152.0	168.0	152.0	152.0	180	168.0	176.0	176.0	168.0	184.0	168.0	TOTALSS	2020.0
Backhoes		8														
2319	Case 590T		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	56.0	84.0	144.0	92.9%
2343	Cat 426-C		0.0	0.0	0.0	0.0	64.0	120.0	0.0	8.0	24.0	0.0	0.0	20.0	236.0	88.3%
2356	FORD 555E		72.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	56.0	128.0	93.7%
2387	416E Cat		16.0	0.0	0.0	0.0	64.0	0.0	0.0	88.0	0.0	0.0	0.0	4.0	172.0	91.5%
3562	CASE 508M		0.0	36.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	36.0	98.2%
3589	CAT 420F		48.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	56.0	0.0	0.0	0.0	104.0	94.9%
3590	CAT 420F		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	100.0%
9000	JD 310SK		8.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	92.0	0.0	108.0	94.7%
Dozer		1														
3548	1850		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	100.0%
Dump trucks		14														
1600	Freightliner		0.0	0.0	16.0	0.0	4.0	32.0	0.0	0.0	4.0	0.0	40.0	0.0	96.0	95.2%
1601	Freightliner		116.0	84.0	168.0	0.0	0.0	0.0	100.0	0.0	0.0	0.0	0.0	0.0	468.0	76.8%
2359	Freightliner		112.0	84.0	32.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	76.0	304.0	85.0%
2385	International		0.0	0.0	0.0	152.0	112.0	138.0	0.0	48.0	0.0	0.0	0.0	0.0	450.0	77.7%
2364	Sterling		4.0	0.0	0.0	0.0	0.0	0.0	0.0	40.0	16.0	0.0	60.0	108.0	228.0	88.7%
2541	CCH742		56.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	60.0	97.0%
2551	C70		0.0	12.0	0.0	0.0	120.0	168.0	0.0	8.0	0.0	0.0	8.0	0.0	316.0	84.4%
2584	C8500		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	100.0%
2585	C8500		0.0	0.0	0.0	0.0	0.0	64.0	0.0	0.0	32.0	0.0	100.0	0.0	196.0	90.3%
3505	Sterling		0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	28.0	36.0	98.2%
3526	GMC		0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	24.0	0.0	16.0	0.0	48.0	97.6%
3563	Sterling		0.0	0.0	0.0	0.0	8.0	4.0	20.0	76.0	0.0	76.0	0.0	0.0	184.0	90.9%
3580	Freightliner		0.0	0.0	0.0	80.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	80.0	96.0%
9004	Freightliner		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	100.0%
FEL Loader		2														
2588	WA180		0.0	0.0	0.0	8.0	80.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	88.0	95.6%
3545	HL760		4.0	44.0	0.0	0.0	52.0	52.0	52.0	0.0	0.0	20.0	48.0	16.0	288.0	85.7%
Pot Hole Patcher		4														
2570/3598	3500/F450		4.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	99.6%
3502	F750		0.0	8.0	24.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	32.0	98.4%
3547	4300		0.0	0.0	0.0	0.0	0.0	0.0	8.0	28.0	176.0	108.0	0.0	0.0	320.0	84.2%
3558	4300		32.0	8.0	4.0	0.0	0.0	16.0	0.0	92.0	0.0	0.0	32.0	0.0	184.0	90.9%
Sewer Truck/Trailer		2														
2352	1C113		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	100.0%
2388	4300		52.0	28.0	12.0	0.0	8.0	44.0	68.0	0.0	0.0	0.0	0.0	0.0	212.0	89.5%
Sweeper Truck		2														
3520	7000A		0.0	0.0	0.0	0.0	12.0	8.0	64.0	76.0	124.0	20.0	0.0	4.0	308.0	84.8%
3544	7000A		172.0	28.0	0.0	36.0	24.0	0.0	0.0	0.0	0.0	0.0	28.0	0.0	288.0	85.7%

**EQUIPMENT AVAILABILITY
SUMMARY FOR FY2016**

Report as of 10/25/2016

UNIT ID#	MODEL	Qty	OCT. 2015	NOV. 2015	DEC. 2015	JAN. 2016	FEB. 2016	MAR. 2016	APR. 2016	MAY. 2016	JUN. 2016	JUL. 2016	AUG. 2016	SEPT. 2016	DOWN TIME FY2016	AVAIL. HOURS
			176.0	152.0	168.0	152.0	152.0	180	168.0	176.0	176.0	168.0	184.0	168.0	TOTALSS	2020.0
Trackhoes/Excavators		15														
2327	312B		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	36.0	0.0	0.0	36.0	98.2%
2342	KX-91-2		0.0	0.0	0.0	24.0	48.0	0.0	0.0	16.0	0.0	0.0	0.0	0.0	88.0	95.6%
2353	KX91-3		76.0	0.0	0.0	0.0	116.0	64.0	8.0	0.0	0.0	0.0	0.0	0.0	264.0	86.9%
2354	KX91-3		0.0	76.0	52.0	40.0	0.0	102.0	60.0	0.0	0.0	0.0	0.0	0.0	330.0	83.7%
2355	9010B		8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	99.6%
2398	Bobcat		0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	132.0	36.0	0.0	0.0	176.0	91.3%
2595	9030B		16.0	0.0	0.0	0.0	0.0	24.0	0.0	0.0	0.0	0.0	0.0	0.0	40.0	98.0%
3511	Komatsu		56.0	0.0	0.0	36.0	0.0	0.0	24.0	0.0	12.0	0.0	0.0	0.0	128.0	93.7%
3553	Hundi		0.0	0.0	0.0	0.0	32.0	0.0	0.0	40.0	0.0	0.0	0.0	0.0	72.0	96.4%
3559	Hundi		0.0	0.0	0.0	40.0	0.0	48.0	0.0	0.0	0.0	0.0	0.0	0.0	88.0	95.6%
3560	Hundi		0.0	0.0	0.0	36.0	20.0	0.0	0.0	0.0	0.0	20.0	16.0	0.0	92.0	95.4%
3561	Bobcat		0.0	0.0	0.0	12.0	92.0	140.0	48.0	0.0	0.0	0.0	52.0	24.0	368.0	81.8%
3596	Komatsu		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	100.0%
7021	Bobcat													0.0	0.0	100.0%
9005	Kobelco Excavator		0.0	0.0	0.0	0.0	0.0	0.0	12.0	0.0	0.0	0.0	0.0	0.0	12.0	99.4%
Tractors		10														
2592	5420		0.0	36.0	0.0	0.0	0.0	0.0	16.0	0.0	4.0	0.0	16.0	24.0	96.0	95.2%
2593	5420		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	8.0	99.6%
3516	7510		0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	28.0	0.0	64.0	0.0	96.0	95.2%
3518	7510		36.0	0.0	0.0	0.0	0.0	0.0	0.0	36.0	40.0	0.0	4.0	4.0	120.0	94.1%
3519	7510		6.0	36.0	0.0	0.0	4.0	0.0	0.0	24.0	40.0	0.0	0.0	56.0	166.0	91.8%
3549	T6050		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	4.0	99.8%
3550	T6050		0.0	0.0	0.0	0.0	0.0	0.0	44.0	68.0	0.0	0.0	0.0	44.0	156.0	92.3%
3566	Kubota		0.0	116.0	0.0	20.0	0.0	0.0	0.0	40.0	92.0	4.0	0.0	0.0	272.0	86.5%
3588	JD 5055E		0.0	8.0	0.0	0.0	0.0	0.0	56.0	0.0	40.0	0.0	0.0	0.0	104.0	94.9%
3594	JD 6140		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	100.0%
Trash Trucks		2														
2596	FL80		0.0	0.0	0.0	0.0	24.0	64.0	28.0	56.0	32.0	80.0	56.0	60.0	400.0	80.2%
3546	4300		0.0	0.0	0.0	0.0	0.0	44.0	68.0	0.0	0.0	0.0	92.0	0.0	204.0	89.9%
Tree Truck		1														
1209	HiRanger		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	112.0	0.0	148.0	164.0	424.0	79.0%
Vac Con Truck		3														
2334	2000VC		92.0	0.0	92.0	52.0	76.0	32.0	0.0	0.0	100.0	164.0	128.0	168.0	904.0	55.2%
2389	LT7501		0.0	36.0	32.0	0.0	40.0	0.0	0.0	8.0	32.0	8.0	0.0	120.0	276.0	86.3%
7014	VAC CON		0.0	36.0	56.0	88.0	28.0	0.0	0.0	0.0	72.0	0.0	72.0	62.0	414.0	79.5%
TOTAL		64	986.0	684.0	492.0	632.0	1032.0	1172.0	680.0	760.0	1208.0	572.0	1128.0	1122.0	10468.0	91.9%

INVENTORY MANAGEMENT FY16 AUDIT (28 SEP 2016)

	MATERIAL ID	DESCRIPTION	UNIT COST	UNIT OF MEASURE	STOCK ON HAND	AUDIT COUNT		
1	1001000	PRE-FILTER (TS400)	\$2.50	EA	4	4	0	0
2	1001018	FILTER, AIR (MS200T)	\$16.00	EA	2	2	0	0
3	1001024	SPARK PLUG (4626)	\$2.25	EA	16	16	0	0
4	1002001	CHAINSAW CHAIN, 16" (MS250)	\$20.16	EA	5	5	0	0
5	1003002	EDGER BLADE (4 BLADE)	\$8.00	EA	26	26	0	0
6	1004002	SCAG BELT	\$56.97	EA	2	2	0	0
7	1005015	14" DIAMOND BLADE w/1" ARBOR	\$199.99	EA	12	12	0	0
8	1121001	PVC PRESSURE PIPE 4"	\$2.05	FT	1364	1340	-23	-47.15
9	1121005	PVC PRESSURE PIPE 12"	\$14.57	FT	1820	1800	-20	-291.40
10	1121014	TUBING, MUNICIPAL SERVICE, 2"	\$0.89	FT	1271	1276	5	4.45
11	1123005	3 WAY HYDRANT, 3' BURY, 6" SHOE, 5 1/4"	\$1,205.00	EA	30	30	0	0
12	1123033	RISER, 5 1/4" x 12" (M/H)	\$230.00	EA	23	22	-1	-230.00
13	2001004	BAGS, TRASH (30 GAL)	\$25.97	EA	26	26	0	0
14	2121003	STEP, MANHOLE / CULVERT	\$9.13	EA	19	19	0	0
15	2122022	FENCE, SILT w/STAKES	\$18.43	ROLL	24	24	0	0
16	3111001	SHOVEL, ROUND TIP	\$24.00	EA	14	14	0	0
17	3111021	PROBING ROD	\$23.84	EA	6	6	0	0
18	3111022	ASPHALT LOOP	\$60.00	EA	3	3	0	0
19	3111050	TUBE CUTTER	\$5.80	EA	41	40	-1	-5.80
20	3112001	GREASE LCE II	\$1.34	EA	252	249	-3	-4.02
21	3114002	GRAVEL MIX	\$3.70	EA	188	185	-3	-11.10
22	3118019	ROUND CONCRETE PIPE ASTM C-76 18"	\$110.40	EA	25	25	0	0
23	3118034	CONCRETE ARCH - ASTM C-506 18 x 11 (15")	\$152.00	EA	12	12	0	0
24	3118060	CONCRETE 18" FLARED END - SPIGOT	\$340.60	EA	4	4	0	0
25	4121002	2" x 4" x 8' LUMBER	\$2.56	EA	397	390	-7	-17.92
26	5121004	MANHOLE RISER RING, 23.5" x 2"	\$115.00	EA	24	24	0	0
27	5121020	GRATE w/FRAAME, CI, 24" x 24"	\$292.79	EA	2	2	0	0
28	7121006	LIMESTONE ASTM #610	\$9.50	UNIT (0.25)	16883	16880	-3	-28.50
29	8103003	RETAINER, MJ, 12"	\$74.05	EA	66	63	-3	-222.15
30	8151023	2" ELBOW, 45 DEG SWXSW	\$1.70	EA	6	6	0	0
31	8151034	1" COUPLING, SW - SW	\$0.22	EA	39	38	-1	-.22
32	8152003	2" ELBOW, 45 DEG, SW	\$4.58	EA	7	8	1	4.58
33	8152015	2" NIPPLE	\$0.44	EA	13	13	0	0
34	8152020	1" COUPLING, FPT	\$1.68	EA	9	9	0	0
35	8152030	1" ADAPTER, SW - MPT	\$2.25	EA	20	21	1	2.25
36	8152038	1" BALL VALVE, UNION, SW or FPT	\$2.44	EA	66	63	-3	-7.32
37	8152045	3/4" ADAPTER, SW - FPT	\$1.41	EA	23	21	-2	-2.82
38	8153005	1 1/2" NIPPLE, 6" LENGTH	\$4.55	EA	9	9	0	0
39	8153011	1 1/2" x 3/4" BUSHING, MPT - FPT	\$3.65	EA	8	8	0	0
40	8153027	3" NIPPLE, 4" LENGTH	\$5.41	EA	3	3	0	0
41	8153038	2" x 1" BUSHING, MPT x FPT	\$4.05	EA	33	33	0	0
42	8153051	3/4" COUPLING, FPT - FPT	\$1.65	EA	20	20	0	0
43	8153058	1" COUPLING, DRESSER	\$9.70	EA	25	24	-1	-9.70
44	8153068	1" ELBOW, 45 DEG, FPT - FPT	\$1.51	EA	98	99	1	1.51
45	8154003	1 1/2" CUTOFF, WHEEL, FPT	\$25.01	EA	4	4	0	0
46	8154010	2" COUPLING, CTS - FPT	\$65.33	EA	23	23	0	0
47	8154016	2" COUPLING, METER, FL, FPT	\$39.44	EA	32	32	0	0
48	8154027	1" BALL VALVE, CTS - MSN	\$56.25	EA	39	39	0	0
49	8154033	1" x 3/4" BALL VALVE, 1" CTS - 3/4" MSN	\$48.40	EA	97	97	0	0
50	8154042	3/4" NIPPLE, METER, LONG	\$4.99	EA	282	280	-2	-9.98
51	8154053	3/4" TEE, CTS	\$28.60	EA	52	52	0	0
52	8154061	3/4" METER RISER, 7" HT	\$97.54	EA	3	3	0	0
53	8154100	REGISTER HEAD 5/8"	\$165.00	EA	498	498	0	0
54	8154113	INT ASSY 6"	\$2,412.19	EA	9	9	0	0
55	8154220	2" OCTAVE METER	\$1,835.00	EA	31	31	0	0
56	8155006	6" x 1" cc SERVICE SADDLE	\$18.42	EA	19	19	0	0
57	8155037	6" BELL CLAMP	\$59.20	EA	5	4	-1	-59.20
58	8156004 D	3" - 4" FULL CIRCLE CLAMP (3.96 - 4.25 x 12.5)	\$51.00	EA	9	9	0	0
59	8156022	12" FULL CIRCLE CLAMP, 13.10 - 13.50 x 12"	\$126.40	EA	2	2	0	0
60	8156024	3" x 3" REPAIR CLAMP	\$4.94	EA	46	44	-2	-9.88
61	8156041	HYMAX, COUPLING, 4"	\$131.13	EA	12	12	0	0
62	8156081	6" x 6" TAPPING SLEEVE 6.90 - 7.20 C900	\$226.10	EA	1	1	0	0
63	8156224	3/4" x 1/8" RUBBER WASHER	\$0.10	EA	843	838	-5	-.50
64	8156242	5/8" x 3 1/2" METER BOLT	\$0.99	EA	323	320	-3	-2.97
65	8157005	8" SLEEVE, MJ	\$180.84	EA	12	12	0	0
66	8157008 A	6" RETAINER, MJ w/ACCESSORIES	\$26.00	EA	84	84	0	0

	MATERIAL ID	DESCRIPTION	UNIT COST	UNIT OF MEASURE	STOCK ON HAND	AUDIT COUNT		
67	8157017	8" ELBOW, 45 DEG, MJ	\$55.00	EA	8	8	0	0
68	8157024	6" PLUG w/2" TAP	\$20.16	EA	2	1	-1	-20.16
69	8157045	8" x 6" REDUCER, MJ	\$39.00	EA	10	10	0	0
70	8157062	REAMED 6" RETAINER, MJ	\$89.00	EA	16	16	0	0
71	8157104	6" GATE VALVE	\$376.58	EA	13	14	1	376.58
72	8157111	6" LID (WATER) for VALVE BOX	\$11.95	EA	33	33	0	0
73	8157217	6" VALVE, GATE, FLANGED	\$304.90	EA	1	1	0	0
74	8159001	STATION, WATER SAMPLING	\$299.00	EA	5	5	0	0
75	8159003	EMBLEM - FISH	\$15.00	EA	278	278	0	0
76	8159007	TAPE, WATER LINE	\$43.47	EA	28	28	0	0
77	8159009	WIRE, GREEN # 12	\$91.15	EA	37	37	0	0
78	8251012	4" CLEANOUT, SW x FPT	\$2.45	EA	97	93	-4	-9.80
79	8251025	8" x 6" WYE, INLINE, SW, PVC	\$21.00	EA	5	5	0	0
80	8251036	SPEED BANDS	\$3.93	EA	441	423	-18	-70.74
81	8252008	6" x 6" COUPLING, PL - PL	\$6.66	EA	14	14	0	0
82	8252014	8" x 6" COUPLING, CL - PL	\$13.13	EA	45	45	0	0
83	8252038	18" COUPLING, PL - PL	\$121.84	EA	1	1	0	0
84	8252050	AIR RELEASE VALVE, 2" , ARI, S/S	\$2,425.00	EA	3	3	0	0
85	8260010	LID, SEWER, w/RING, 24"	\$169.35	EA	11	11	0	0
86	8260022	PVC SEWER PIPE 4"	\$0.83	FT	3744	3720	-24	-19.92

STOREROOM COUNT	ACTUAL COUNT	LOSS COST	GAIN COST
30158	30035	\$1081.25	\$ 389.37

PERCENTAGE	99.5 %
------------	--------

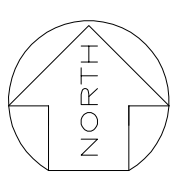
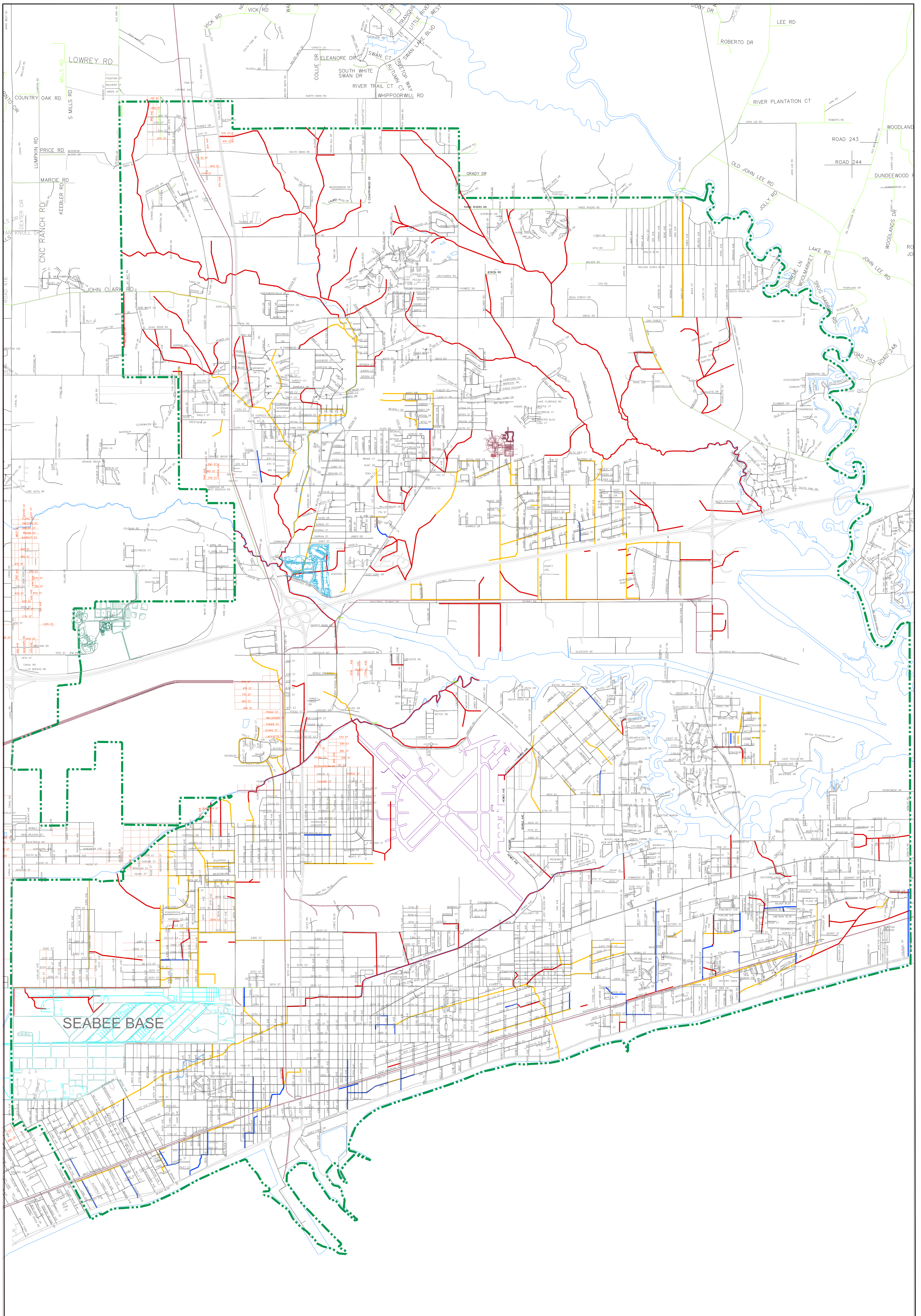
2016 Fiscal Year Construction Crew Cost Comparison (Oct. 1, 2015 - Sept. 30, 2016)

Streets & Drainage Construction Crew

Construction Crew					
Project Name/SR#	Material Cost		Unit Price		
Pass Rd Gulf Mist Apt's/119126	\$	10,047.54	\$	48,752.00	\$ 38,704.46
Hancock Ave./189371	\$	35,317.31	\$	165,988.25	\$ 130,670.94
Township/190253	\$	7,711.22	\$	18,642.50	\$ 10,931.28
Harrison Dr./191552	\$	1,665.36	\$	4,711.50	\$ 3,046.14
Polk St./120224	\$	4,982.04	\$	18,066.50	\$ 13,084.46
Loposser St./192054	\$	5,386.05	\$	43,244.00	\$ 37,857.95
North Carolina/ 192443	\$	270.12	\$	632.00	\$ 361.88
Ganges St./ 193896	\$	1,535.74	\$	3,082.50	\$ 1,546.76
51st St./194065	\$	1,242.68	\$	2,644.50	\$ 1,401.82
East Beach Blvd./ 194622	\$	2,724.52	\$	8,721.50	\$ 5,996.98
Turtle Creek Pkwy/ 194258	\$	3,274.24	\$	6,087.50	\$ 2,813.26
Airport Rd & Three Rivers Rd./ 195287	\$	430.06	\$	2,500.00	\$ 2,069.94
Southern Oaks Dr./175236	\$	1,000.05	\$	3,757.50	\$ 2,757.45
Texas Ave./ 195502	\$	16,543.06	\$	71,780.00	\$ 55,236.94
W Dogwood Dr./195818	\$	674.97	\$	3,340.50	\$ 2,665.53
W David Dr./ 125032	\$	6,056.87	\$	16,198.50	\$ 10,141.63
James Dr./ 195536	\$	668.04	\$	6,280.00	\$ 5,611.96
Bayou Cir./ 196061	\$	936.19	\$	7,546.50	\$ 6,610.31
Graham St./ 196921	\$	318.96	\$	650.00	\$ 331.04
		100785.02	\$	432,625.75	\$ 331,840.73
Labor Cost (225 DAYS)				\$	173,444.06
Equipment & Fuel Cost				\$	124,937.80
Total Amount Saved				\$	33,458.87
% Overall Savings					8%

ROUTINE DITCH CLEANING

FY 2016



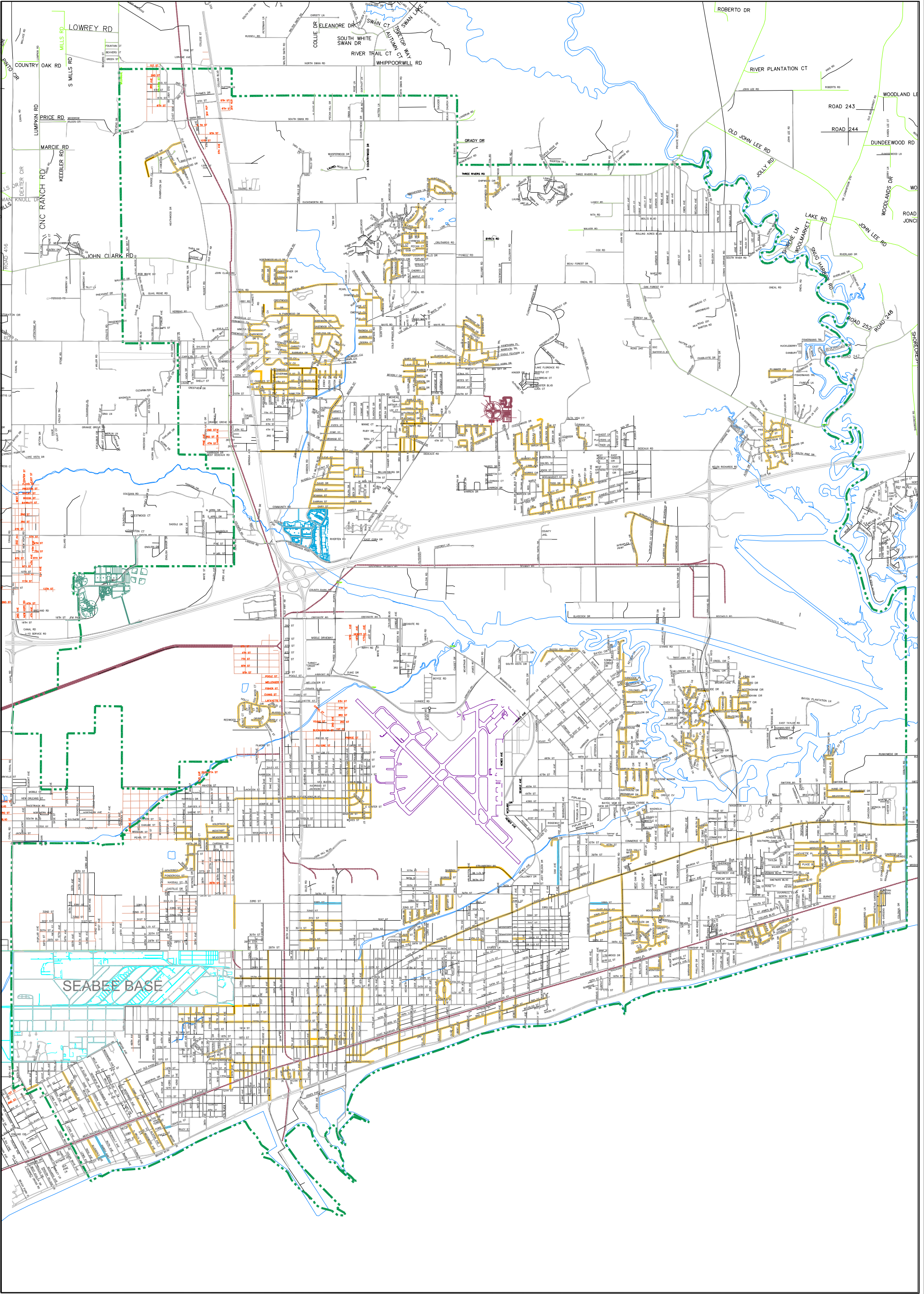
LEGEND

- MAINTAINABLE DITCHES
- PERMIT AND R.O.E. DITCHES
- OPENED DITCHES PIPED
- - - GULFPORT CORPORATE LIMITS

CITY OF GULFPORT
DITCH CLEANING LOCATION MAP

ROUTINE STREET SWEEPING

FY 2016



LEGEND

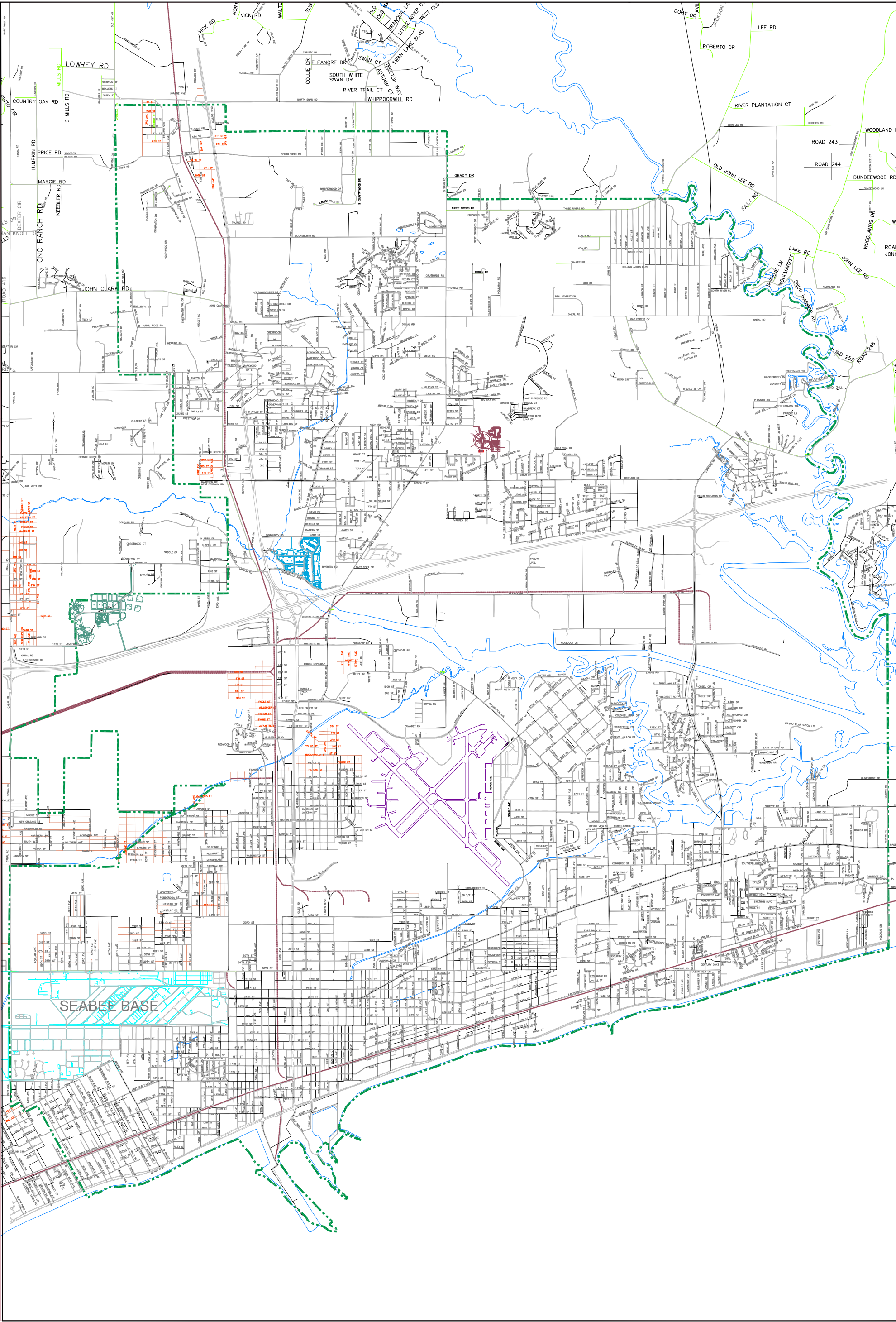
- CURB & GUTTER ON ONE SIDE
- CURB & GUTTER ON TWO SIDES
- GULFPORT CORPORATE LIMITS

CITY OF GULFPORT
CURB & GUTTER LOCATION MAP



POTHOLE PATCHING

FY 2016



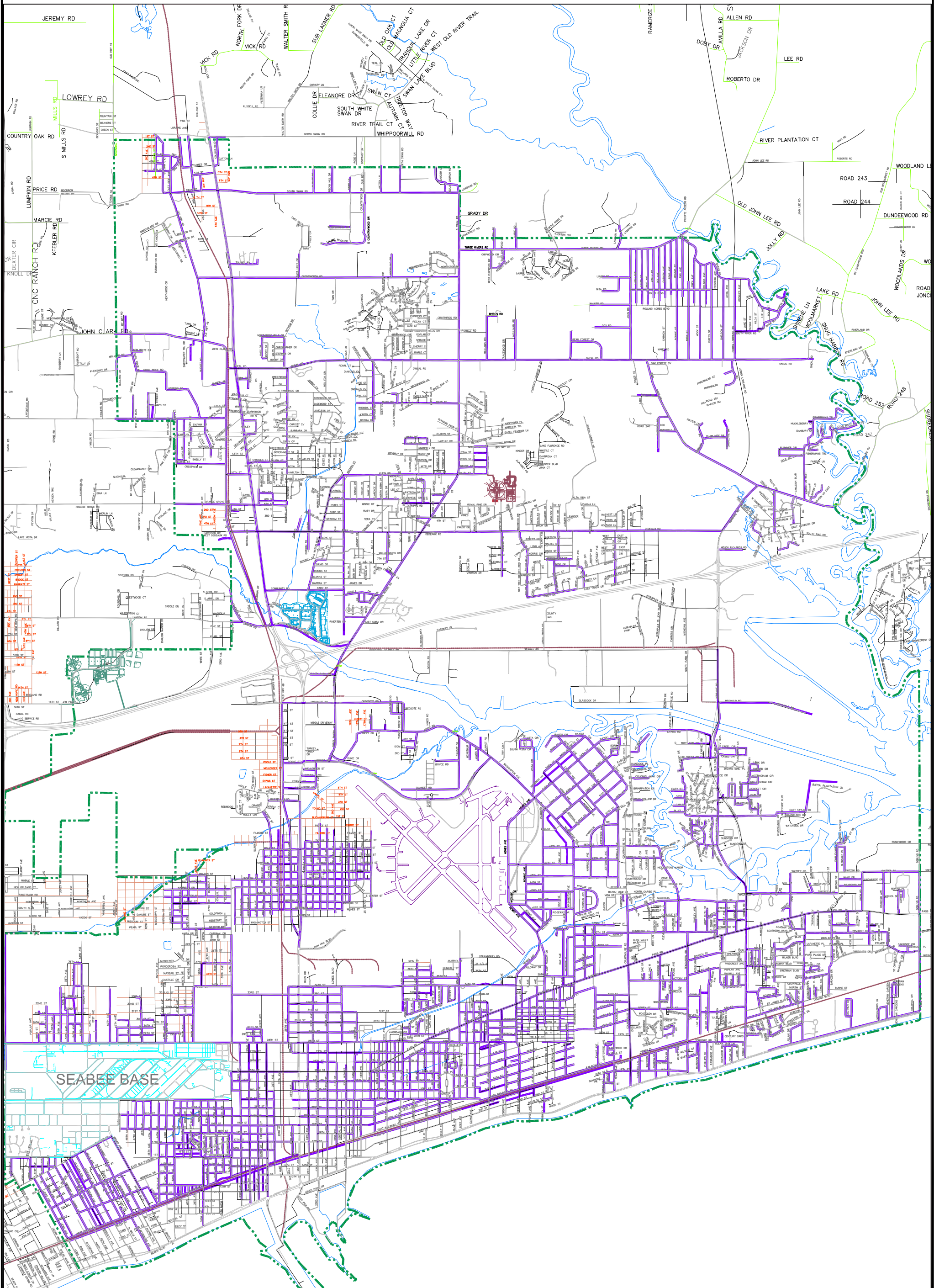
LEGEND



----- GULFPORT CORPORATE LIMITS
CITY OF GULFPORT
POTHOLE PATCHING LOCATION MAP

ROUTINE GRASS CUTTING

AUGUST 9, THRU SEPTEMBER 17, 2016



LEGEND

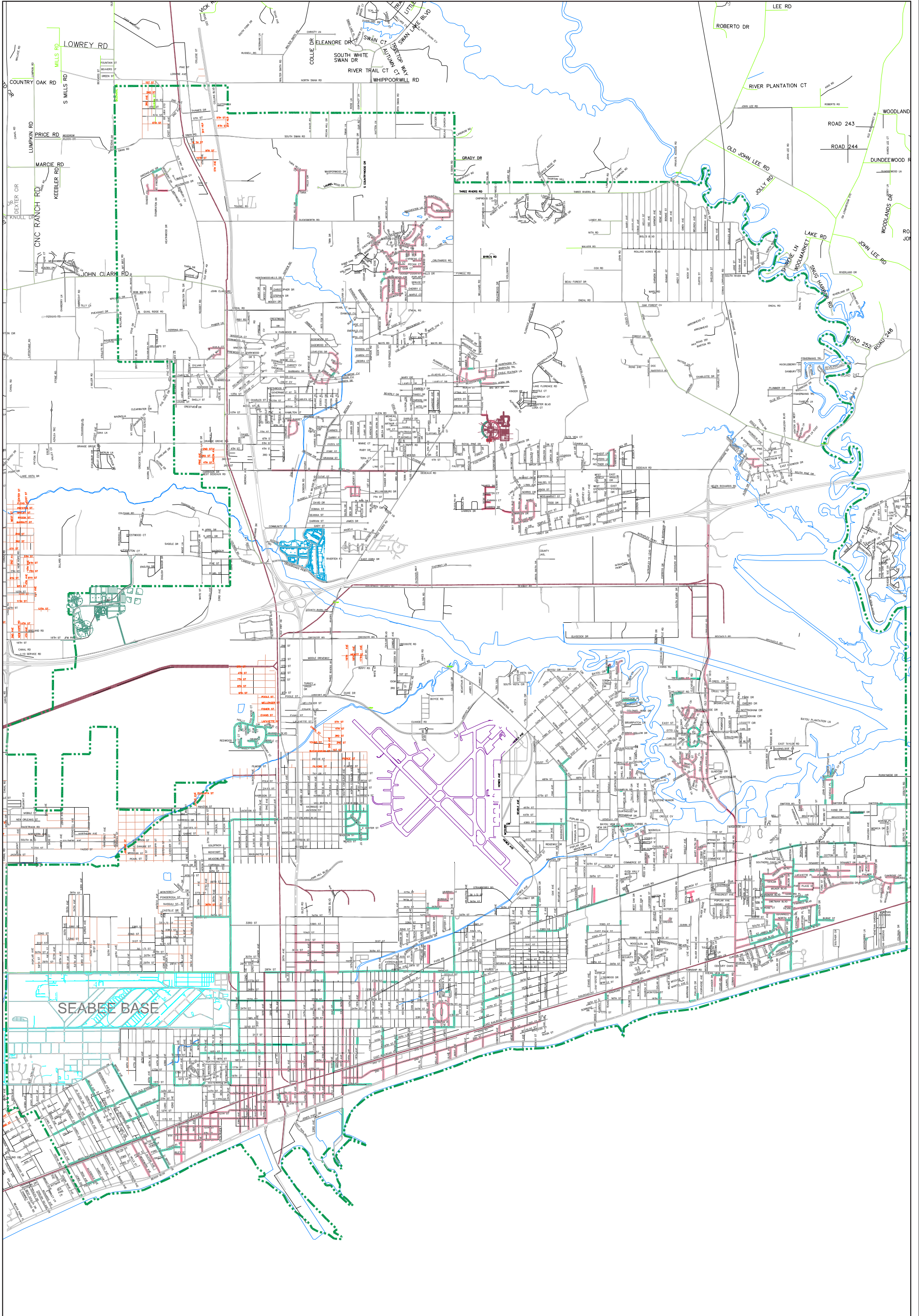
- GRASS CUTTING
- GULFPORT CORPORATE LIMITS

CITY OF GULFPORT
GRASS CUTTING LOCATION MAP



ROUTINE SIDEWALK CLEANING

FY 2016



LEGEND

- SIDEWALK ON ONE SIDE
 - SIDEWALK ON TWO SIDES
 - - - GULFPORT CORPORATE LIMITS
- CITY OF GULFPORT
SIDEWALK LOCATION MAP



Agreed-Upon Procedures Report
City of Gulfport, Mississippi
Benchmark Testing of City's Utility
Customer Survey
with Utility Partners, LLC
for the Year Ended
September 30, 2016

WRIGHT, WARD, HATTEN & GUEL

PROFESSIONAL LIMITED LIABILITY COMPANY

(SUCCESSORS TO A. L. EVANS & COMPANY ESTABLISHED 1929)

Certified Public Accountants

HANCOCK BANK BUILDING

2510 - 14TH STREET

P.O. BOX 129

GULFPORT, MISSISSIPPI 39502

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INDEPENDENT ACCOUNTANTS' REPORT

May 25, 2017

Honorable Billy Hewes, Mayor
and City Council
City of Gulfport, Mississippi

We have performed the procedures specified below, which were agreed to by the City of Gulfport, solely to assist you with respect to determining the results of the benchmark performance calculations included in the City's Department of Public Works preparation of the Utility Partners Fiscal Year Ended September 30, 2016 Performance Report. The City of Gulfport's Public Works Department is responsible for the contents of the completed annual report. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the City of Gulfport. Consequently, we make no representation regarding the sufficiency of the procedures described below for the purpose for which this report has been requested or for any other purpose.

Our procedures and findings are addressed below.

Procedures

- A. Select a sample of closed work orders called in by individual citizens between October 1, 2015 and September 30, 2016. The sample size should be sufficient to achieve a 95% Confidence Interval and to allow for no more than a 5% Sampling Error Rate. The sample is selected from a population that excludes work orders initiated by city employees and customers with no contact information.
- B. Delineate the sample to ensure that a proportionate number of Water & Sewer and Streets & Drainage work orders were selected. Further delineate, proportionately, the same samples in these two areas by Ward.
- C. Conduct a survey of the selected work orders to determine answers to the following questions:
 1. Did the work completed resolve the type of problem?
 2. Were the employees courteous at all times?
 3. Was the work completed in a timely manner?
 4. Was the job sited properly cleaned at completion of work?
 5. Once completed, did the project require rework?
 6. Was the overall performance satisfactory or unsatisfactory?

Results

- The overall results are as follows:

Number of citizens responding **374**

Overall Satisfaction Rate **88.8%**

These results have a margin of error of plus or minus 5%.

- The breakdown of positive scores by questions, by ward, and by department is as follows:

	Resolution	Courtesy	Timeliness	Cleanup	No Rework	Overall Satisfaction	
	Question 1	Question 2	Question 3	Question 4	Question 5	Question 6	Totals
Water & Sewer Department							
Ward 1	95.0%	100.0%	90.9%	90.9%	72.7%	83.3%	90.1%
Ward 2	90.0%	95.0%	90.0%	95.0%	85.0%	90.0%	90.8%
Ward 3	85.0%	89.5%	73.7%	85.0%	73.7%	80.0%	81.2%
Ward 4	91.3%	100.0%	86.4%	81.8%	65.2%	91.3%	86.2%
Ward 5	86.7%	100.0%	93.3%	93.3%	60.0%	80.0%	85.3%
Ward 6	71.4%	100.0%	92.9%	85.7%	50.0%	85.7%	80.9%
Ward 7	96.4%	99.1%	94.5%	90.9%	68.2%	82.6%	92.2%
Totals	91.9%	98.2%	91.0%	88.7%	68.5%	85.0%	88.7%
Streets & Drainage Department							
Ward 1	87.0%	92.9%	94.1%	87.5%	88.2%	87.0%	89.1%
Ward 2	83.3%	100.0%	95.8%	95.8%	69.6%	87.5%	88.7%
Ward 3	85.2%	100.0%	90.9%	90.5%	73.1%	88.5%	87.7%
Ward 4	95.7%	95.5%	95.7%	95.2%	95.2%	87.0%	93.8%
Ward 5	90.9%	100.0%	90.9%	90.9%	90.9%	90.9%	92.3%
Ward 6	90.9%	100.0%	90.9%	90.9%	86.4%	90.9%	91.6%
Ward 7	61.5%	100.0%	69.2%	84.6%	50.0%	76.9%	74.1%
Totals	86.0%	98.4%	90.9%	91.4%	79.5%	87.3%	88.8%

Honorable Billy Hewes, Mayor
and City Council
City of Gulfport, Mississippi
Page 3 of 3

We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion, on the review of the Performance Report. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the City of Gulfport, Mississippi, and is not intended to be and should not be used by anyone else. However, distribution of the report is at the discretion of the City of Gulfport or as required by law.

Wright Ward Hatten & Guel

Wright, Ward, Hatten & Guel

Agreed-Upon Procedures Report
City of Gulfport, Mississippi
Benchmark Testing of City's Utility
Inspection and Maintenance Testing
with Utility Partners, LLC
for the Year Ended
September 30, 2016

WRIGHT, WARD, HATTEN & GUEL

PROFESSIONAL LIMITED LIABILITY COMPANY

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INDEPENDENT ACCOUNTANTS' REPORT

May 25, 2017

Honorable Billy Hewes, Mayor
and City Council
City of Gulfport, Mississippi

We have performed the procedures specified below, which were agreed to by the City of Gulfport, solely to assist you with respect to determining the results of the benchmark for Weekly Inspection Reports for the Streets and Drainage Division and the Water and Sewer Division and the Daily Routine Maintenance Reports for the Streets and Drainage Division included in the City's Public Works contracts with Utility Partners, LLC for the Fiscal Year Ended September 30, 2016. The City of Gulfport's Public Works Department is responsible for the completed inspection report records used to perform these procedures. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the City of Gulfport. Consequently, we make no representation regarding the sufficiency of the procedures described below for the purpose for which this report has been requested or for any other purpose.

Our procedures and findings are addressed below.

Procedures

Select a sample size of 60 reports from the Weekly Inspection Reports completed from October 1, 2015 through September 30, 2016 for the Streets and Drainage Division and Water and Sewer Division and perform the following procedures:

1. Determine that the inspector properly selected the sample from the reports as per the instructions on the Inspection Report.
2. Agree the request information to the Completed Requests Report (or Work Order).
3. Production and Response Time Benchmarks:
 - a. Agree the date initialized and the date closed to the Request and Work Order reports.
 - b. Determine the mathematical accuracy of the number of working days from the date initialized and the date closed.
 - c. Determine that the inspector used the correct benchmark for the work performed.
 - d. Determine that the inspector's conclusion is accurate and properly documented.
4. Quality Benchmarks:
 - a. Determine that pictures of the site are attached to the report (some are digital pictures that are maintained electronically)
 - b. Determine that construction activities were adequately described to support the inspector's conclusion.
5. Determine that all Failed reports are signed and dated by the Utility Partners supervisor and City of Gulfport representative.

Results

1. The overall results are as follows:

Number of Weekly Inspection Reports tested **60**

Overall Benchmark Compliance Results **96.0%**

2. The breakdown of positive scores by questions, and department is as follows:

WEEKLY INSPECTION REPORTS	DIVISION	
	Water and Sewer	Streets and Drainage
Inspector correctly selected sample:	96.7%	96.7%
Request agrees to Completed Requests Report (or Work Order):	100.0%	100.0%
Date initiated and date closed agree:	99.7%	98.7%
Number of working days between date initialized and date closed is mathematically accurate:	100.0%	99.3%
Inspector used the correct benchmark:	97.0%	98.0%
Inspector's conclusion is accurate and properly documented:	98.0%	97.7%
Pictures of the site are attached to the report (or digitally maintained):	47.2%	100.0%
Construction activities were adequately described to support inspector's conclusion:	99.0%	100.0%
All failed reports are signed and dated by UP supervisor and City of Gulfport Representative:	100.0%	100.0%
Total	<u>93.1%</u>	<u>98.9%</u>

Procedures

Select a sample size of 60 reports from the total Daily Routine Maintenance Reports (there are five per day) completed from October 1, 2015 through September 30, 2016 for the Streets and Drainage Division for street sweeping, pot-hole patching, ditch cleaning, grass cutting, and sidewalk cleaning and perform the following procedures:

1. Production and Response Time Benchmarks:
 - a. Determine that the inspector used the correct benchmark for the work performed.
 - b. Determine that the inspector's conclusion is accurate and properly documented.
2. Quality Benchmarks:
 - a. Determine that pictures of the site are attached to the report.
 - b. Determine that construction activities were adequately described to support the inspector's conclusion.
3. Determine that all Failed reports are signed and dated by the Utility Partners supervisor and City of Gulfport Representative.

Results

DAILY INSPECTION REPORTS	Streets and Drainage
Inspector used the correct benchmark:	80.0%
Inspector's conclusion is accurate and properly documented:	88.3%
Pictures of the site are attached to the report (or digitally maintained):	90.4%
Construction activities were adequately described to support inspector's conclusion:	100.0%
All failed reports are signed and dated by UP supervisor and City of Gulfport Representative:	100.0%
Total	91.7%

Honorable Billy Hewes, Mayor
and City Council
City of Gulfport, Mississippi
Page 4 of 4

We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion, on the review of the Inspector's Reporting System. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the City of Gulfport, Mississippi, and is not intended to be and should not be used by anyone else. However, distribution of the report is at the discretion of the City of Gulfport or as required by law.

Wright Ward Hatten & Guel

Wright, Ward, Hatten & Guel



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Public Works

Date: 06/14/2017

Subject: Request - for release of retainage to Utility Partners, LLC for performance of Water and Sewer Maintenance, and Streets and Drainage Maintenance Contract for FY 2016, also request for a special check.

Recommendation:

Memorandum – City of Gulfport

PUBLIC WORKS

To: Mayor Billy Hewes and City Council

CC: Dr. John Kelly, CAO

Linda Elias, Finance

Bobby Knesal, Utility Partners, LLC.

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

WEM

Date: 6/20/2017

**Re: Recommendation Regarding Release of Retainage to Utility Partners, LLC
for Performance of Water & Sewer Maintenance and Streets & Drainage
Maintenance Contract for FY 2016**

On June 20, 2017, the Department of Public Works and Department of Finance presented the final report of performance of Utility Partners, LLC for the contract of Water & Sewer Maintenance and Streets & Drainage Maintenance for FY 2016. This report detailed and summarized the results of benchmark and performance findings.

From these final calculations, the amount of retainage to be released or paid to Utility Partners, LLC was shown. Below is a copy of that matrix for each area.

Utility Partners, LLC was then given 30 days to respond to the reports.

On June 20, 2017, Utility Partners, LLC responded with the attached letter from Robert Knesal (Utility Partners, LLC Contract Administrator) accepting the report presented by our staff.

Based on the above information, I recommend releasing the amount from the invoices submitted by Utility Partners, LLC on June 12, 2017 in the amount of \$342,831.10.

Division	Year 5 Cost	Retainage (5%)	Retainage Withheld by City	Employee Shortage Reimbursement	Retainage to be Released to Utility Partners, LLC
Water & Sewer	\$3,837,935.73	\$185,098.44	\$0.00	\$0.00	\$185,098.44
Streets & Drainage	\$3,154,653.40	\$157,732.68	\$0.00	\$0.00	\$157,732.68
Total	\$6,992,589.13	\$342,831.10	\$0.00	\$0.00	\$342,831.10

DEPARTMENT OF PUBLIC WORKS

Please place this item on the June 20, 2017 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

- Attachments:
1. Robert Knesal Letter dated June 20, 2017
 2. Invoice No. 2016-RET-WS from Utility Partners, LLC
 3. Invoice No. 2016-RET-SD from Utility Partners, LLC



4050 Hewes Avenue
Gulfport, Mississippi 39507
Office: (228)868-5740
Fax: (228) 868-5743

Robert Knesal
Contract Administrator

June 20, 2017

To: Wayne Miller
From: Robert Knesal
Subject: FY 2016 Performance Report for Utility Partners, LLC

Mr. Miller,

After careful review of the performance report for fiscal year 2016, Utility Partners proudly accepts the report and its findings for the year. There is always room for improvement and we will continue to make strives to deliver better customer service and quality for the citizens of Gulfport. The report is a very useful tool in helping us identify areas which we can focus in order to improve and we appreciate the effort the City takes in order to provide us with such a valuable resource.

Please find attached our invoice for retainage for the Water and Sewer Department in the amount of \$185,098.44 and the Streets and Drainage Department in the amount of \$157,732.68, for a total balance due of \$342,831.10.

We appreciate the opportunity to provide service to the City of Gulfport and look forward to continuing our relationship and improving the level of service received by the citizens of Gulfport.

Sincerely,

Robert Knesal
Contract Administrator

Utility Partners, LLC

APPLICATION FOR RELEASE OF RETAINAGE
June 12, 2017

INVOICE

Invoice No. 2016-RET-WS

CONTRACT FOR: Professional Services Contract for Water and Sewer Maintenance and Operations for Work accomplished between October 1, 2015 and September 30, 2016

GULFPORT, CITY OF – WATER & SEWER DEPARTMENT

Gulfport Public Works Department

4050 Hewes Ave.

Gulfport, MS 39507

Retainage Held for Contract Year Oct 2015 through Sept 2016

\$ 185,098.44

Balance Due

\$ 185,098.44

CONTRACTOR'S Certifications:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through 60 inclusive; (2) title to all work, materials and equipment incorporated in said Work or otherwise listed in or covered by the Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

UTILITY PARTNERS, LLC, CONTRACTOR



Authorized Signature

Payment of the above AMOUNT DUE THIS APPLICATION is recommended

Dated: 6-20, 2017



CITY OF GULFPORT – PUBLIC WORKS

Authorized Signature

APPLICATION FOR RELEASE OF RETAINAGE
June 12, 2017

INVOICE

Invoice No. 2016-RET-SD

CONTRACT FOR: Professional Services Contract for Streets & Drainage Maintenance and Operations for Work accomplished between October 1, 2015 and September 30, 2016

GULFPORT, CITY OF – STREETS & DRAINAGE DEPARTMENT
Gulfport Public Works Department
4050 Hewes Ave.
Gulfport, MS 39507

Retainage Held for Contract Year Oct 2015 through Sept 2016 **\$ 157,732.68**

Balance Due **\$ 157,732.68**

CONTRACTOR'S Certifications:

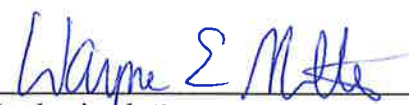
The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through 60 inclusive; (2) title to all work, materials and equipment incorporated in said Work or otherwise listed in or covered by the Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

UTILITY PARTNERS, LLC, CONTRACTOR

 Authorized Signature

Payment of the above AMOUNT DUE THIS APPLICATION is recommended

Dated: 6-20, 2017

 CITY OF GULFPORT – PUBLIC WORKS
Authorized Signature



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 06/12/2017

Subject: Request - for acceptance of Canal Crossing - Phase VIII for water and sewer improvements only and start of the warranty period.

Recommendation:

Memorandum – City of Gulfport

To: Margaret Murdock, Legal

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

From: Kris Riemann, P.E.

RKR

Date: 6/8/2017

Re: Recommendation to Accept Canal Crossing Phase VIII– Water and Sewer Improvements for the Start of the Warranty Period

On April 28, 2017 Engineering and Public Works conducted a warranty inspection of the referenced subdivision (Water and Sewer Only). Deficiencies were noted and have since been corrected. This subdivision is located outside of the City Limits; however, it is located within the City's franchise area for water and sewer service.

A warranty bond in the amount of \$7,400.00 is required for the period of one (1) year to cover the improvements.

At the conclusion of the warranty period, the developer is required to notify the city to schedule a warranty inspection. Prior to acceptance for perpetual maintenance all deficiencies shall be corrected.

We recommend acceptance of the water and sewer improvements in the subdivision and the start of the one year warranty period based on the above conditions.

Please place this item on the June 20, 2017 council agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments: 1. Final Inspection Report
2. Vicinity Map of Subdivision



DEPARTMENT OF ENGINEERING

4050 Hewes Ave.
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-868-5822

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	Canal Crossing, Phase VIII
TYPE OF INSPECTION:	Final Inspection
DATE:	April 28, 2017
PERSONS PRESENT:	Tyler Gentry, Department of Engineering Logan Byrd, Department of Engineering Brian Mcknight, Department of Public Works Dennis Stieffel, DSA Inc. Kelley Watts, GGD

CHECKLIST ITEMS

STREETS & DRAINAGE:

- | | | | |
|---|------------------------------|-----------------------------|---|
| 1. Is debris/silt and vegetation in streets, curbs, pipes, and catchbasins? | ☐ Yes | ☐ No | ☒ N/A |
| 2. Is street paving/concrete acceptable? | ☐ Yes | ☐ No | ☒ N/A |
| 3. Is drainage pipe in ROW concrete? | ☐ Yes | ☐ No | ☒ N/A |
| 4. Are catchbasin openings sized correctly? | ☐ Yes | ☐ No | ☒ N/A |
| 5. Are curbs & gutter broken/settled? | ☐ Yes | ☐ No | ☒ N/A |
| 6. Is rebar present in curb? | ☐ Yes | ☐ No | ☒ N/A |
| 7. Are street lights present & spaced correctly? | ☐ Yes | ☐ No | ☒ N/A |
| 8. Are lots graded to direct water to drainage systems? | ☐ Yes | ☐ No | ☒ N/A |
| 9. Is/Are detention pond(s) holding water? | ☐ Yes | ☐ No | ☒ N/A |
| 10. Is/Are the banks of detention pond(s) & ditches stabilized? | ☐ Yes | ☐ No | ☒ N/A |
| 11. Are swales/ditches able to be maintained by residents? | ☐ Yes | ☐ No | ☒ N/A |
| 12. Is erosion control provided at outfalls? | ☐ Yes | ☐ No | ☒ N/A |
| 13. Are any extra easements required? | ☐ Yes | ☐ No | ☒ N/A |

WATER & SEWER:

- | | | | |
|---|---|-----------------------------|------------------------------|
| 1. Are all water meters installed & with no broken/missing parts? | ☒ Yes | ☐ No | ☐ N/A |
| 2. Are all water lines and appurtenances installed in accordance with city standards? | ☒ Yes | ☐ No | ☐ N/A |
| 3. Are sewer cleanouts installed & with no broken/missing parts? | ☒ Yes | ☐ No | ☐ N/A |

4. Are all manholes installed in accordance with city standards?

☒.Yes ☐.No ☐.N/A

TRAFFIC & SAFETY:

1. Are street name signs correct & in place?

☐.Yes ☐.No ☒.N/A

2. Are traffic control signs correct & in place?

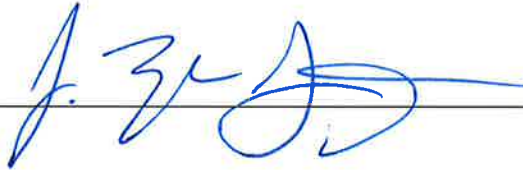
☐.Yes ☐.No ☒.N/A

PUNCHLIST ITEMS

1. Repair I&I at SMH located at lot 49 & 50. **COMPLETE**
2. Grout between donut and water valve boxes. **COMPLETE**
3. Clean and Grout SMH located at lot 39 & 40. **COMPLETE**
4. Install water meter for lot 38. **COMPLETE**
5. Adjust ring and grout SMH located at lot 34. **COMPLETE**
6. Clean concrete, debris, and sediment from all SMH's.
7. Raise water meter boxes at lots 84 & 85. **COMPLETE**
8. Clean and Grout SMH located at lot 82. **COMPLETE**
9. Convert all sewer cleanouts to 2015 City Standards by the end of warranty period.

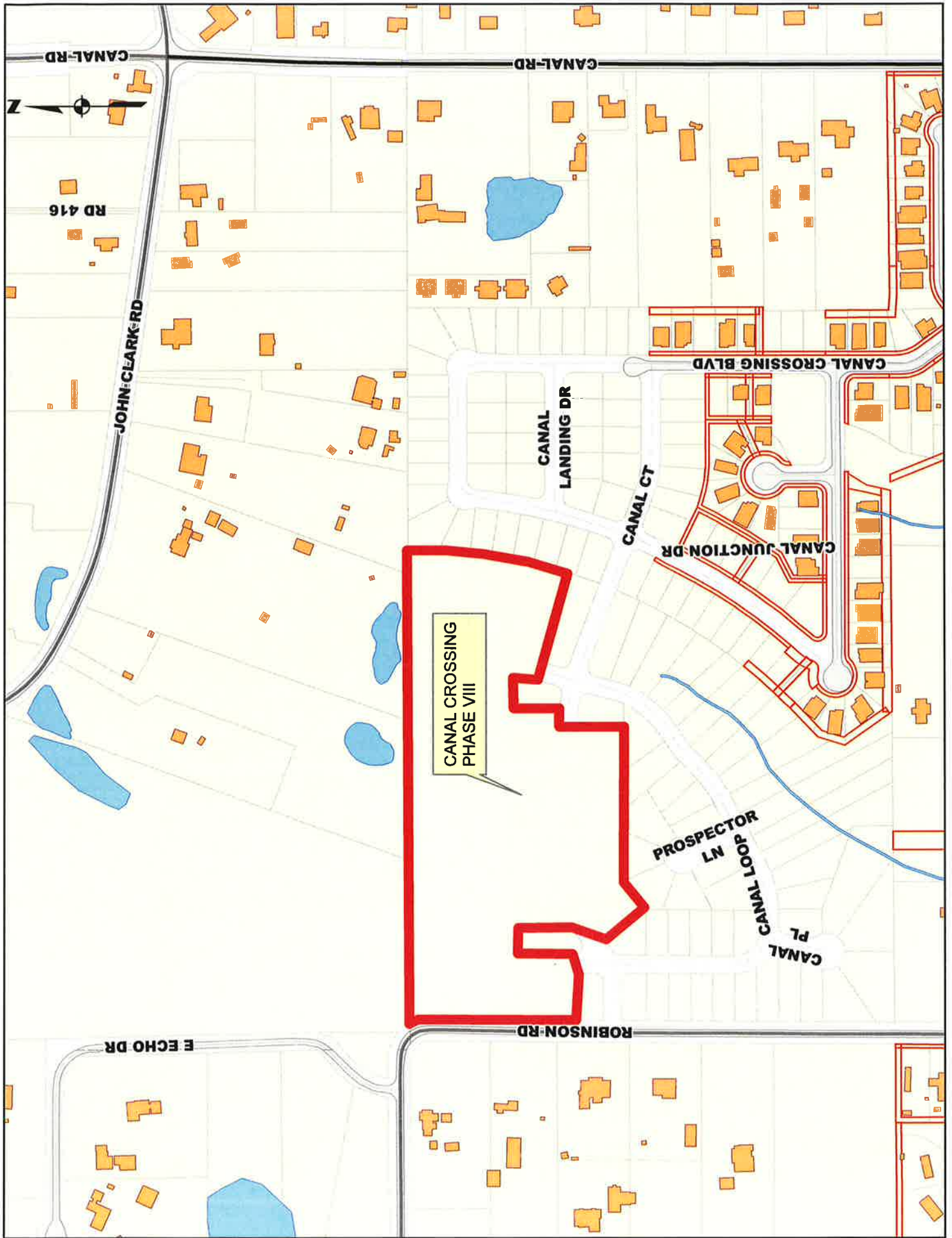
All certifications to come from Engineer of Record.

SIGNED: _____



DATE: _____

6/8/17





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 06/06/2017

Subject: Request - by Police Department to submit grant application for FY 17 Cops Hiring Program for eight officers.

Recommendation:

Memorandum

To: Mayor Billy Hewes
From: Chief Leonard Papania
Date: June 5, 2017
Re: Permission to Apply for COPS Hiring Grant

Subject: Permission to apply for FY 2017 COPS Hiring Program (CHP) Grant

The U.S. Department of Justice, Office of Community Oriented Policing Services announced the opening of the application period for the FY 2017 CHP Grant which ends on July 10, 2017.

The CHP Grant will fund 75% percent of the entry-level salary and fringe benefits of officers hired to fill existing vacancies that are no longer funded in the department's current budget for three (3) years. The CHP requires that the city administration agree to continue to fund the grant funded positions for one year following the three year grant period. Since the grant will fund entry level salaries and benefits the city would also have to fund the difference between entry level and Patrol Officer Two and Three salaries and fringe benefits during year two and year three.

Your permission is requested to apply for eight (8) sworn officer positions under the Community Policing Services (COPS) Hiring Program. If awarded, the grant will cover 75% all the costs for year one, two and three. The City will receive on each officer over a three period time frame \$125,000.00 maximum amount. The match for the eight (8) officers will be 25% of total amount requested spread over a three year time frame.

The total cost of funding eight (8) sworn positions to the City for four years will be **\$818,116.42**. The CHP funding will be **\$749,999.88** and the cost to the city over four years will be **(Year 1) \$71,757.83, (Year 2) \$124,149.77, (Year 3) \$144,437.77 and (Year 4) \$477,771.05**.

I appreciate your support of this request. This grant will allow the department to more rapidly returns to an adequate staffing level at a significantly reduced cost to the City of Gulfport. The outcome will be better service for the citizens we serve.

This grant is a competitive process and there is no assurance of funding. However, any award will be presented in Council for approval.

CONFIDENTIAL



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Leisure Services

Date: 06/09/2017

Subject: Request - for temporary street closure for the Gulfport Harbor Lights Christmas Parade scheduled for December 2, 2017.

Recommendation:



DEPARTMENT OF
LEISURE SERVICES

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5881
Fax: 228-868-5883

Jones Building
1422 23rd Avenue
Gulfport, MS 39501

To: City Council

cc: Mayor Billy Hewes
Dr. John Kelly

From: Brittany Dyess, Special Events Manager

Date: Wednesday, May 17th, 2017

Re: Road Closure Request for Gulfport Harbor Lights Christmas Parade 2017

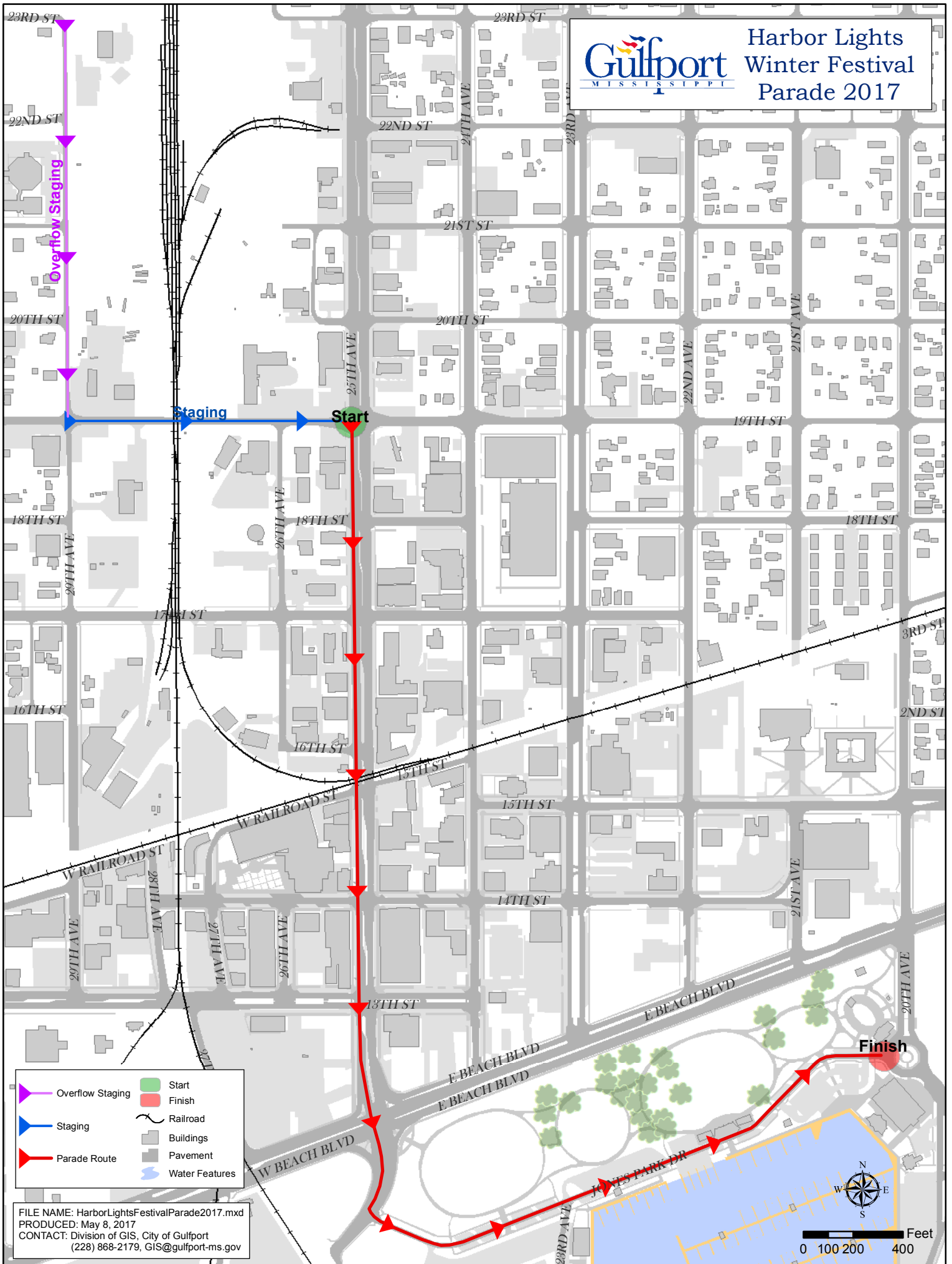
We would like to request a road closure for the 2017 Gulfport Harbor Lights Winter Festival Parade. The parade date will be: Saturday, December 2nd, 2017 at 6:30pm. The parade route is attached and the Gulfport Police Department has approved of this route. The parade will stage on 19th Street west of Hwy 49; parade will head south on hwy 49 into jones park; and disband at the round-about circle in jones park.

A handwritten signature in cursive script, appearing to read "Brit A. Dyess", written in dark ink.

Brittany Dyess, Special Events Manager



Harbor Lights Winter Festival Parade 2017





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
City Council

Date: 06/09/2017

Subject: Request - for temporary street closures along Highway 90 and 2nd Street for the annual American Heart Association Gulf Coast Heart Walk, to be held in Jones Park on September 30, 2017

.

Recommendation:



Healthy For Good™

May 16, 2017

Mayor and City Council Members
City of Gulfport
PO Box 1780
Gulfport, MS 39507

Dear Mayor and City Council:

Once again, it's time for the Gulf Coast Heart Walk. We are thrilled to host this event at Jones Park again. In preparation for the walk, scheduled for Saturday, September 30, 2017, we are asking the City Council for approval of our proposed walk route and permission to close Highway 90 for 30 minutes when the walk starts and 2nd Street from 8:30am-11:30am to allow for the walkers.

As in all the previous years, the walk will leave Jones Park, proceed across Highway 90 up to and down 2nd Street and return the same route back to the park.

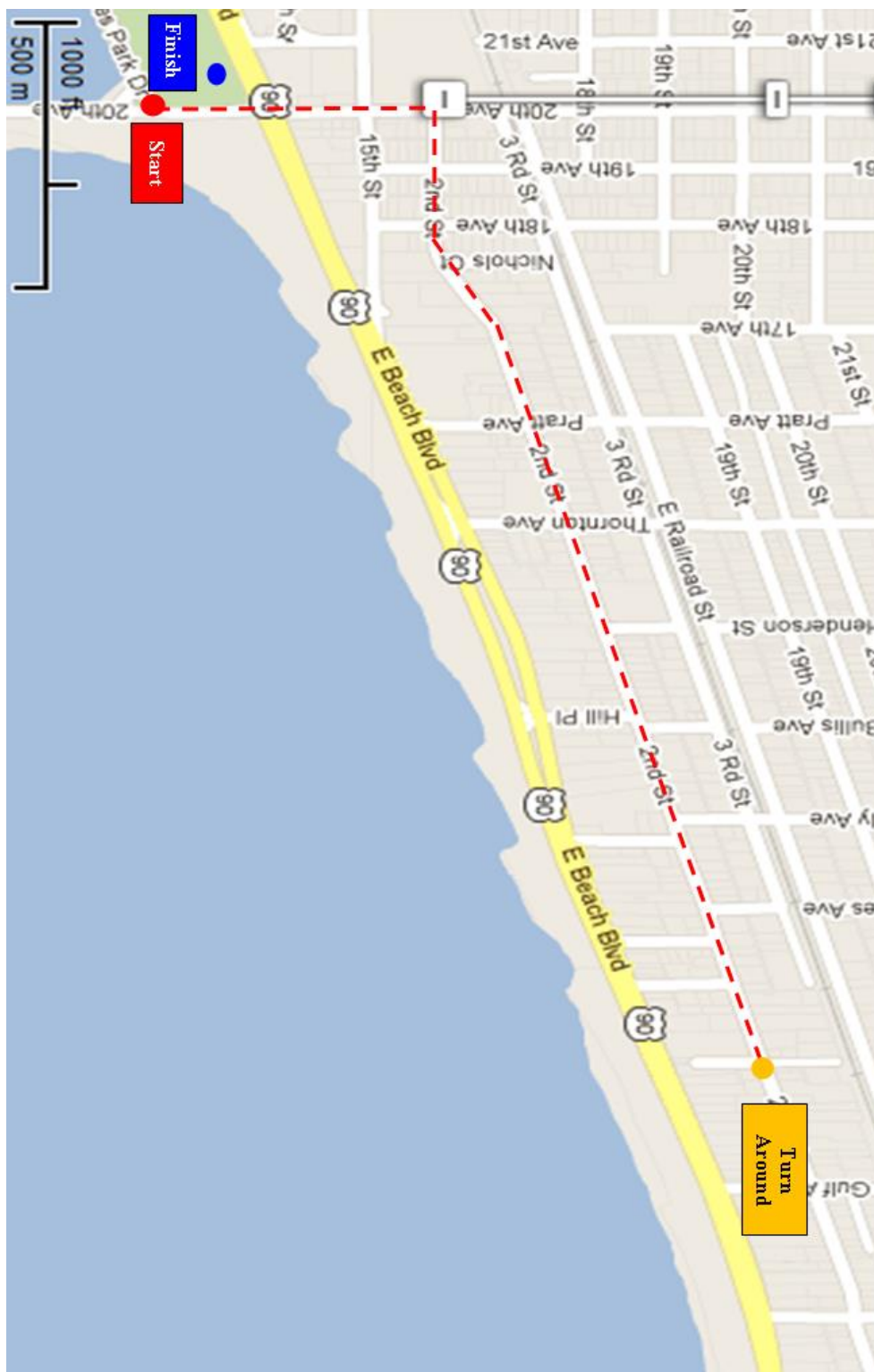
The funds raised through the Gulf Coast Heart Walk are used to support community health outreach programs, provide CPR training and tools, provide public and professional education programs, and sponsor critical medical research.

We are grateful for your continued support and appreciate your consideration again this year. Please let me know if I can provide any additional information about our organization or the Heart Walk. I can be reached directly by calling 228-604-5302 or at Laura.Koury@heart.org.

Sincerely,

Laura Koury
Heart Walk Specialist

CC: Christin LeBoeuf, Vice President





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Urban Development

Date: 06/01/2017

Subject: Request - for street closure for a portion of 15th Street on a temporary (but long term) basis on account and for duration of aquarium construction.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Leah Holland, Manager
General Finance

Date: 06/12/2017

Subject:

Request - to increase the petty cash/change fund by \$200 to enhance operations at the Harbor and fuel dock.

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: Linda Elias, Comptroller/City Clerk

Date: June 8, 2017

RE: Authorization to increase Municipal Harbor Petty Cash/Change Fund

The Municipal Harbor and fuel dock is requesting to increase their petty cash and/or change fund as detailed below:

To increase the Harbor slip drawer and petty cash / change fund from \$50.00 each to \$100.00 each as more tenants are now paying with cash than in the past; this will increase the current balance by \$100.00 for a new total of \$200.00.

To increase the fuel docks petty cash / change fund by \$100 to alleviate difficulties that arise during weekends, holidays, and non-duty night hours; this will increase the current balance by \$100.00 for a new total of \$400.00.

I respectfully request consideration and approval of this petty cash fund increase to facilitate the Municipal Harbor's and fuel dock's operations.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Natasha Tate, Assistant to the Fire Chief
Fire Department

Date: 05/30/2017

Subject: Budget Amendment #36 - transfer of funds within the Fire Department for the purchase of rescue equipment.

Recommendation:

City of Gulfport

Budget Amendment Request

Fund Name Fire 06/02/17
Department # 290
Department Name Fire Department

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personal Services	11,025,075	14,000	(10,481)	11,028,594
Supplies	488,674	12,253	12,805	513,732
Other Services	565,824	20,000	(361)	585,463
Capital Outlay	161,134	30,395	(1,963)	189,566
Total	12,240,707	76,648	-	12,317,355

Police Reimb Revenue -

Transfer of grant funds approved by Council 10/14/16

Amendment # 2017-36



MIKE BEYERSTEDT
Fire Chief

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5950
Fax: 228-868-5989

To: Linda Elias, Comptroller
via Leah Holland, Finance Manager
From: Mike Beyerstedt, Fire Chief
Date: May 30, 2017
Subject: Budget Amendment to Transfer Grant Funds within
Gulfport Fire Department Accounts

Gulfport Fire Department
1515 23rd Avenue
Gulfport, MS 39501

The Gulfport Fire Department is requesting a budget amendment to process an internal transfer of grant funds (Mississippi Office of Homeland Security Grant 15HS202T – approved by Council 10/14/2016).

Amount	Transfer From	Transfer To
\$10,480.98	290-600400-29018 (Overtime)	290-610700-29018 (Operating)
\$ 360.68	290-624601-29018 (Repairs/Maintenance)	290-610700-29018 (Operating)
\$1,963.34	290-630100-29018 (Capital)	290-610700-29018 (Operating)

These funds will be used for the purchase of needed rescue equipment. All items are under the capitalization threshold of \$5,000. All charges and purchases will be coordinated through the Purchasing Department. If further information is needed, in regard to this request, please feel free to contact my office.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 05/31/2017

Subject: Budget Amendment #37 - budget funds received from the Harrison County School District through a grant for an Increase of police overtime budget.

Recommendation:

City of Gulfport

Budget Amendment Request

Fund Name Police 06/02/17
Department # 213
Department Name Police

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personal Services	14,231,515	95,955	20,000	14,347,470
Supplies	1,331,335	36,442		1,367,777
Other Services	1,910,227	157,742		2,067,969
Capital Outlay	26,866	303,086		329,952
Total	17,499,943	593,225	20,000	18,113,168
Police Reimb Revenue			20,000	20,000

Amendment to budget revenue received for a the Harrison County School District MOU.

Amendment # 2017-37

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Leonard Papania

Date: May 16, 2017

Re: Budget Amendment

The following check was issued to the City of Gulfport from Harrison County School District to help with the cost of 4 SRO officers. This was through a grant from MCOPS.

I request your permission to place these funds in the line items listed below.

Check number (129311) amount of \$20,000.00

Line Item	Increase	Increase
Overtime 213-600400		20,000.00
Revenue	20,000.00	

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



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Linda Elias, Comptroller
Finance

Date: 06/09/2017

Subject: Budget Amendment #38 - to transfer funds within the Police Department budget.

Recommendation:

City of Gulfport

Budget Amendment Request

Fund Name	General	06/09/17
Department #	135	
Department Name	Legal	

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personal Services	901,924	-		901,924
Supplies	5,079	-	(857)	4,222
Other Services	268,164	-		268,164
Capital Outlay	4,750	-	857	5,607
Total	1,179,917	-	-	1,179,917

Police Reimb Revenue		-
----------------------	--	---

Amendment to reclassify supplies to capital to purchase computer equipment due to damage done by vandalism

Amendment # 2017-38

Linda K. Elias

From: Hugh Keating [hugh@ddkf.com]
Sent: Friday, June 09, 2017 11:34 AM
To: Linda K. Elias
Subject: Re: Quote #2973526 EliteDesk 800 G3

Not yet.

Get [Outlook for iOS](#)

From: Linda K. Elias <lelias@gulfport-ms.gov>
Sent: Friday, June 9, 2017 11:25:37 AM
To: Hugh Keating
Subject: Re: Quote #2973526 EliteDesk 800 G3

I will do the amendment too move the money. Have you requested the po to purchase?

Linda

Sent from my iPhone

On Jun 9, 2017, at 11:01 AM, Hugh Keating <hugh@ddkf.com<mailto:hugh@ddkf.com>> wrote:

Linda,

Please see the email from Leah below. Leah makes a recommendation for handling the budget amendment in order to fund the purchase of the equipment identified above. If you are comfortable with her recommendation, I would ask that you use this email string as my request for assistance in processing the necessary budget amendment.

Thank you so much for your assistance.

Best regards,

Hugh

Hugh D. Keating
Attorney at Law
Dukes, Dukes, Keating & Faneca, P.A.
2909 13th Street, 6th Floor
Gulfport, MS 39501
Telephone: (228) 868-1111
Fax: (228) 863-2886
Email: hugh@ddkf.com<<mailto:hugh@ddkf.com>>

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From: Leah Holland [<mailto:lholland@gulfport-ms.gov>]
Sent: Thursday, May 25, 2017 10:06 AM
To: Hugh Keating
Subject: RE: Quote #2973526 EliteDesk 800 G3

Since a budget amendment would be required by council to move funds from supplies to computer equipment, I would recommend purchasing one computer from comp. equip. 010-100-135-000-000-630400 for \$856.97 and one computer from office supplies 010-

100-135-000-000-610400 for \$856.97. Then do a budget amendment on the next agenda to move \$856.97 from computer equipment (a capital account - 63) to office supplies (a supply account 61) to reimburse that account. Technically it's fine to purchase computers from office supplies, but that budget item may run out of funds if they weren't anticipating purchasing a computer from that budget, therefore, it's best to just make the amendment.

Thanks,

Leah Holland, CPA
Finance Manager
City of Gulfport
1410 24th Ave Gulfport, MS 39501
Phone: (228) 868-5705 ext. 6540
Email: lholland@gulfport-ms.gov<<mailto:lholland@gulfport-ms.gov>>

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From: Hugh Keating [<mailto:hugh@ddkf.com>]
Sent: Wednesday, May 24, 2017 8:55 AM
To: Leah Holland <lholland@gulfport-ms.gov<<mailto:lholland@gulfport-ms.gov>>>
Subject: FW: Quote #2973526 EliteDesk 800 G3

Leah,
Good Morning! Please see my email below and let me know your thoughts.
Thank you,
Hugh

Hugh D. Keating
Attorney at Law
Dukes, Dukes, Keating & Faneca, P.A.
2909 13th Street, 6th Floor
Gulfport, MS 39501
Telephone: (228) 868-1111
Fax: (228) 863-2886
Email: hugh@ddkf.com<<mailto:hugh@ddkf.com>>
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From: Hugh Keating
Sent: Wednesday, May 24, 2017 8:45 AM
To: 'Linda K. Elias (lelias@gulfport-ms.gov<<mailto:lelias@gulfport-ms.gov>>); 'cdebenport@gulfport-ms.gov<<mailto:cdebenport@gulfport-ms.gov>>'<<mailto:cdebenport@gulfport-ms.gov>>
Cc: Richard C. Smith; Gloria Byrd; Kathy Hale
Subject: FW: Quote #2973526 EliteDesk 800 G3

Linda and Connie,

The prosecutor's office is in need of the equipment identified in the attached quote. The total amount exceeds our budget line item by a few hundred dollars. Gloria just had surgery and is out for a several weeks. What can we do the expedite the acquisition and get approval for the budget amendment?

Thank you for your help!

Hugh

Hugh D. Keating
Attorney at Law
Dukes, Dukes, Keating & Faneca, P.A.
2909 13th Street, 6th Floor
Gulfport, MS 39501
Telephone: (228) 868-1111
Fax: (228) 863-2886
Email: hugh@ddkf.com<<mailto:hugh@ddkf.com>>
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From: Richard C. Smith [<mailto:rsmith@gulfport-ms.gov>]
Sent: Wednesday, May 24, 2017 8:33 AM
To: Hugh Keating
Cc: Kathy Hale
Subject: FW: Quote #2973526 EliteDesk 800 G3

Hugh,

What do we need to do to get this rolling and approved?

RCS

From: Information Technology - Purchase Orders
Sent: Monday, May 22, 2017 8:17 AM
To: Richard C. Smith
Subject: FW: Quote #2973526 EliteDesk 800 G3

This was the best price I found with the specs you requested on computers. Let me know what you would like to do. thanks
Help Desk Office Hours 7:30 am - 5:00 pm Monday thru Friday

Allison C. Stachura
Computer Support Specialist
Information Technology
The City of Gulfport
1422 23rd Avenue
Gulfport, MS 39501
228-868-5734 Ext. 6106
Email acstachura@gulfport-ms.gov<<mailto:acstachura@gulfport-ms.gov>>
Website: https://linkprotect.cudasvc.com/url?a=http://www.gulfport-ms.gov/&c=E.1.0ttzRuCYRpljTMphUehYF3C6iS6t_P_wq_Ja7dYIJlFr7XQwqfJS2COLtLWxaM0xFf-VxiN6Gki3bnVHBwFfjxnMgJQOb8yWA12MdgfZdzuTuob8ZiHnm4M&typo=1<https://linkprotect.cudasvc.com/url?a=http://www.gulfport-ms.gov/&c=E.1.bSlmgcgYtHuAO94ZvlOZHEwWp_Nr770DLWUT5AIDgzCfmkHlwPdSrKtYLnWUd95dxsZvuZB8sNcya7thQjiY8Tjz8MM5IkBxbkIXhpf8295PiF5O5SMz85E,&typo=1>

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From: rnotley@ITSavvy.com<<mailto:rnotley@ITSavvy.com>> [<mailto:rnotley@ITSavvy.com>]
Sent: Wednesday, May 17, 2017 10:18 AM
To: Information Technology - Purchase Orders <itpo@gulfport-ms.gov<<mailto:itpo@gulfport-ms.gov>>>
Cc: rnotley@itsavvy.com<<mailto:rnotley@itsavvy.com>>
Subject: Quote #2973526 EliteDesk 800 G3

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<image003.png> [\[More IT products. Faster delivery.\]\(https://linkprotect.cudasvc.com/url?a=http://www.itsavvy.com/images/confirmations/mvp_icon_quote.jpg&c=E,1,gHSmj4rcXj78Nv9qJvZEF-XXoYsU6SAHBYSV4IrCoOeYgMfiFzqfPTNaD7woPoNELGbSNuGVdY-uHLtnn4C7S4AHZdrocZA97_2wzxfgDXHVaRsoil3N5OUd&typo=1<https://linkprotect.cudasvc.com/url?a=http://www.itsavvy.com/images/confirmations/mvp_icon_quote.jpg&c=E,1,nyvbdK2gtdvFXeMjPyWjlx3UYiE5HE0K1_0eeqAYZL0DwZS-3dwpkzo_TCMwR4Vyp9o1KLQkSavpCagaw5vj7vSL_n-tim57ckCgbogXFBk,&typo=1>\)](https://linkprotect.cudasvc.com/url?a=http://www.itsavvy.com/about/mission-vision-promise/&c=E,1,5s1XRNut4uIu9BkN4KgwAGcWykJ0Q5V2CVOk8C9UFEgJvMsBmbC61EJNRmNx9zafY7otbQx88FuhJcalq-7wAHkBgDVbV3StGzHrpVJYKHSY8IBWbgNAy-E,&typo=1<https://linkprotect.cudasvc.com/url?a=http://www.itsavvy.com/about/mission-vision-promise/&c=E,1,NCxvcuNpRETViVpdsfHnbJ1nnV1AMHYeliSb9Sbi1fUTEp2DaTDaeQdoeasRofF75eVxOTPbfWvBWhJbE8SOqXVRBAtuEZOa3F28e7mP9QSnxwf&typo=1>)

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Client Executive
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Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Karen McCarty, Grants Management
Community Development

Date: 06/12/2017

Subject: Budget Amendment to transfer funds within Streetscape Grant R-103-202-02-KCR to fund pre-development costs of new phase of Streetscape III.

Recommendation: Staff Recommends

City of Gulfport

Budget Amendment Request

Fund Name	Katrina CDBG - Streetscape	Date	6/20/2017
Department #	542	Budget Entry #	
Department Name	Administration		

Original Budget	Prior Amendments	This Amendment	Revised Budget
-----------------	---------------------	----------------	----------------

Personal Services	\$ -			\$ -
Supplies	\$ -			\$ -
Other Services	\$ 689,953.39	\$ 214,721.02	\$ 140,338.85	\$ 1,045,013.26
Capital-Construction	\$ 6,885,046.61	\$ 103,996.46	\$ (140,338.85)	\$ 6,848,704.22
Projects			\$ -	\$ -
Total	\$ 7,575,000.00	\$ 318,717.48	\$ -	\$ 7,893,717.48
Revenue				
Cash Reserves				
Other				

Budget amendment to transfer funds within existing line items to fund (Environmental and Engineering Design for Phase III pre-development).



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Sherry Dulaney, Accounts Payable Supervisor
Accounts Payable

Date: 06/12/2017

Subject:

Docket of Claims- to be approved through June 21, 2017.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
City Council

Date: 06/09/2017

Subject: Ratification - of certified General Election results held on June 6, 2017 - to be made a part of the minutes.

Recommendation:

CERTIFICATE FOR THE RESULTS OF THE GENERAL ELECTION HELD JUNE 6, 2017

IN THE CITY OF GULFPORT, MISSISSIPPI

TO: THE CITY CLERK, CITY OF GULFPORT, MISSISSIPPI

DELBERT HOSEMAN, SECRETARY OF STATE, JACKSON, MISSISSIPPI

CHANCERY CLERK, HARRISON COUNTY, GULFPORT, MISSISSIPPI

The undersigned Municipal Election Commissioners for the City of Gulfport, Mississippi, do hereby certify that, as provided by law, there was called and held on Tuesday, the 6th of June, 2017, in the City of Gulfport, Mississippi, a General Election for elective municipal offices of the City of Gulfport, held and conducted as by law provided and counted and tabulated in all respects in accordance with law.

We do further certify that in such election there were cast ballots for each candidate as follows:

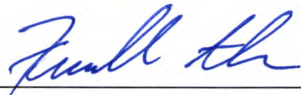
Party	Candidate	Votes
<i>Mayor</i>		
Republican	Billy Hewes	838
<i>Council Ward 1</i>		
Democrat	Kenneth L. "Truck" Casey, Sr.	62
<i>Council Ward 2</i>		
Democrat	Frances Alainia Robinson	239
Republican	Ron P. Roland	496
<i>Council Ward 3</i>		
Democrat	Ella Holmes-Hines	100
<i>Council Ward 4</i>		
Republican	F.B. "Rusty" Walker, IV	68
<i>Council Ward 5</i>		
Republican	Myles Sharp	28
<i>Council Ward 6</i>		
Republican	Robert "R.Lee" Flowers	53
<i>Council Ward 7</i>		
Republican	Cara Lero Pucheu	27

We therefore certify to you that Billy Hewes has been duly and lawfully elected Mayor of the City of Gulfport; Kenneth L. "Truck" Casey, Sr., has been duly and lawfully elected City Councilman for Ward 1; Ron P. Roland has been duly and lawfully elected City Councilman for Ward 2; Ella Jean Holmes Hines has been duly and lawfully elected City Councilwoman for

Ward 3; F.B. "Rusty" Walker, IV has been duly and lawfully elected City Councilman for Ward 4; Myles Sharp has been duly and lawfully elected City Councilman for Ward 5; Robert "R.Lee" Flowers has been duly and lawfully elected as City Councilman for Ward 6; Cara Lero Pucheu has been duly and lawfully elected as City Councilwoman for Ward 7.

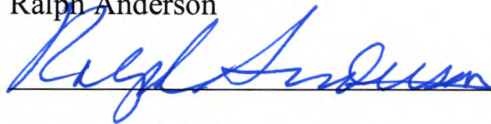
Respectfully submitted,

GULFPORT ELECTION COMMISSION

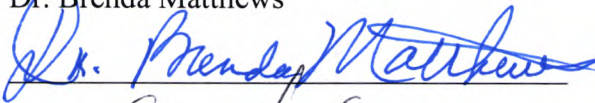


Ferrell Alman

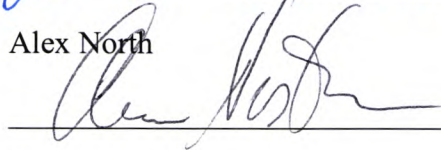
Ralph Anderson



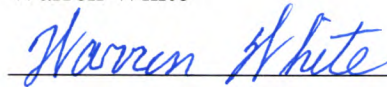
Dr. Brenda Matthews



Alex North



Warren White



Recapitulation Report

General Elections

6-Jun-17

	Mayor	Ward 1	Ward 2	Ward 3	Ward 4	Ward 5	Ward 6	Ward 7	Total	Percentage
Mayor										
Billy Hewes	838									
Write In	66									
Total	904									
Council Ward 1										
Kenneth L. "Truck" Casey, Sr.		62								
Write In		2								
Total		64								
Council Ward 2										
Frances Alainia Robinson			239							
Ron P. Roland			496							
Write In			1							
Total			736							
Council Ward 3										
Ella Holmes-Hines				100						
Write In				2						
Total				102						
Council Ward 4										
F.B. "Rusty" Walker, IV					68					
Write In					3					
Total					71					
Council Ward 5										
Myles Sharp						28				
Write In						4				
Total						32				
Council Ward 6										
Robert "R.Lee" Flowers							53			
Write In							4			
Total							57			
Council Ward 7										
Cara Lero Pucheu								27		
Write In								1		
Total								28		

Official Recapitulation Municipal Election

The Election Commissioners of the City of Gulfport will prepare three (3) Official Recapitulation Reports containing the vote of the entire City by Wards. They will forward one copy to Delbert Hosemann, Secretary of State 401 Mississippi St. Jackson MS 39201, file one copy with the City Clerk of Gulfport, and keep the third copy for their records

Votes cast in the City of Gulfport, MS on the 6th day of June, 2017

We, the undersigned Election Commissioners of the City of Gulfport, hereby certify that the foregoing is a true and complete recapitulation and statement of the results of a Municipal General Election held on the 6th day of June 2017, in the City of Gulfport in the County of Harrison and that the foregoing correctly shows the votes cast for each person and for the office set opposite the respective names at said election.

In Testimony whereof, witness our hands this 7th day of June, 2017

The City of Gulfport in the County of Harrison, Mississippi.



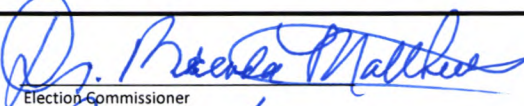
Election Commissioner



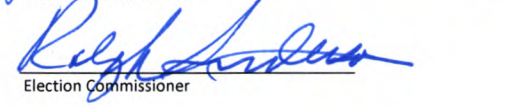
Election Commissioner



Election Commissioner



Election Commissioner



Election Commissioner

Recapitulation Report

General Elections

6-Jun-17

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Write In			1							
Total			736							
Council Ward 3										
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Write In				2						
Total				102						
Council Ward 4										
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Write In					3					
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Council Ward 5										
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Total						32				
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Robert "R. Lee" Flowers							53			
Write In							4			
Total							57			
Council Ward 7										
Cara Lero Pucheu								27		
Write In								1		
Total								28		

Official Recapitulation Municipal Election

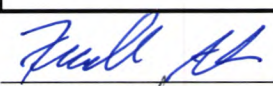
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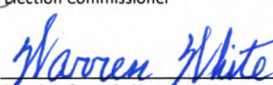
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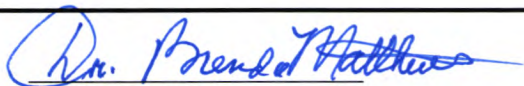
In Testimony whereof, witness our hands this 7th day of June, 2017

The City of Gulfport in the County of Harrison, Mississippi.


 Election Commissioner


 Election Commissioner


 Election Commissioner


 Election Commissioner


 Election Commissioner

Recapitulation Report

City of Gulfport

General Elections

6-Jun-17

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Official Recapitulation Municipal Election

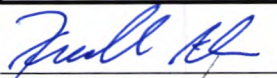
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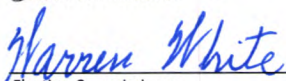
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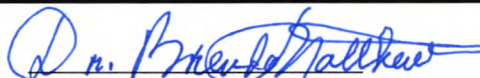
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The City of Gulfport in the County of Harrison, Mississippi.


Election Commissioner


Election Commissioner


Election Commissioner


Election Commissioner


Election Commissioner

Recapitulation Report

General Elections

6-Jun-17

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Official Recapitulation Municipal Election

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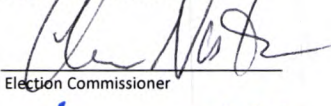
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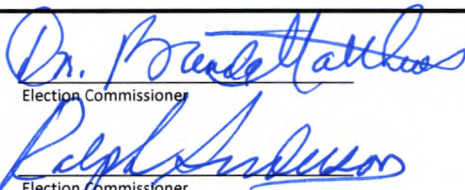
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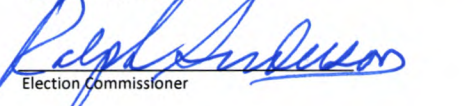
The City of Gulfport in the County of Harrison, Mississippi.


 Election Commissioner


 Election Commissioner


 Election Commissioner


 Election Commissioner


 Election Commissioner



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Leah Holland, Manager
General Finance

Date: 06/12/2017

Subject: Associated Adjusters Check Register - payment of workers comp and general liability claims for the month ending May 31, 2017 - to be made a 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: June 1, 2017

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 May, 2017 to be approved and spread on the minutes of the June 20, 2017 Council meeting.

If you have any questions, please call my office at any time.

June 01, 2017
2:22 pm

Check Register

Page 1 of 3

Report Criteria: Transaction Date Range = 5/1/2017 - 5/31/2017 and Checking Account = 'City of Gulfport-HB Claims Contingency '

Checking Account Is City of Gulfport-HB Claims Contingency

<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 05/02/2017	20671	Tara Ramage	\$39.49
Check 05/02/2017	20672	Encore Rehabilitation, Inc.	\$102.76
Check 05/02/2017	20673	Bienville Orthopaedic Specialists, LLC	\$141.59
Check 05/02/2017	20674	Bienville Orthopaedic Specialists, LLC	\$237.50
Check 05/02/2017	20675	Dorothy Payne	\$718.96
Check 05/05/2017	20676	RN Resources, Inc.	\$200.34
Check 05/05/2017	20677	RN Resources, Inc.	\$226.80
Check 05/09/2017	20678	Memorial Hospital	\$38.73
Check 05/09/2017	20679	Advanced RX Pharmacy	\$48.96
Check 05/09/2017	20680	Memorial Hospital at Gulfport	\$57.82
Check 05/09/2017	20681	Bienville Orthopaedic Specialists, LLC	\$75.92
Check 05/09/2017	20682	Bienville Orthopaedic Specialists, LLC	\$89.10
Check 05/09/2017	20683	SMB Radiology, PA	\$92.71
Check 05/09/2017	20684	Memorial Hospital at Gulfport	\$117.44
Check 05/09/2017	20685	Encore Rehabilitation, Inc.	\$129.27
Check 05/09/2017	20686	Encore Rehabilitation, Inc.	\$129.27
Check 05/09/2017	20687	StoneRiver Pharmacy Solutions	\$190.33
Check 05/09/2017	20688	Marty Capers	\$898.24
Check 05/09/2017	20689	Mark Headrick	\$937.26
Check 05/09/2017	20690	Elfren Acosta	\$937.26
Check 05/12/2017	20691	Federal Express	\$23.12
Check 05/15/2017	20692	Dorothy Payne	\$718.96
Check 05/15/2017	20693	Ashley Boler	\$955.64
Check 05/16/2017	20694	Bienville Orthopaedic Specialists, LLC	\$24.05
Check 05/16/2017	20695	Comprehensive Pain and Rehab	\$71.75
Check 05/16/2017	20696	Encore Rehabilitation, Inc.	\$173.50
Check 05/16/2017	20697	Encore Rehabilitation, Inc.	\$173.50
Check 05/16/2017	20698	Bienville Orthopaedic Specialists, LLC	\$237.50
Check 05/16/2017	20699	Bienville Orthopaedic Specialists, LLC	\$342.78

June 01, 2017
2:22 pm

Check Register

Page 2 of 3

Report Criteria: Transaction Date Range = 5/1/2017 - 5/31/2017 and Checking Account = 'City of Gulfport-HB Claims Contingency '

Checking Account Is City of Gulfport-HB Claims Contingency

<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 05/19/2017	20700	Associated Managed Care	\$2,230.59
Check 05/22/2017	20701	Shawn Penny	\$937.26
Check 05/23/2017	20702	CIOX Health	\$22.31
Check 05/23/2017	20703	Marty Capers	\$898.24
Check 05/23/2017	20704	Elfren Acosta	\$937.26
Check 05/23/2017	20705	Mark Headrick	\$937.26
Check 05/30/2017	20706	RN Resources, Inc.	\$669.06
Check 05/30/2017	20707	Dorothy Payne	\$718.96
Check 05/30/2017	20708	Ashley Boler	\$955.64
Check 05/30/2017	20709	RN Resources, Inc.	\$1,787.58
Check Totals (39)			\$18,224.71
Charge/Check Totals (39)			\$18,224.71
Checks less Voids/Reimbursements			\$18,224.71
City of Gulfport-HB Claims Contingency Totals			\$(18,224.71)

June 01, 2017
2:22 pm

Check Register

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Report Criteria:

Transaction Date Range = 5/1/2017 - 5/31/2017 and Checking Account = 'City of Gulfport-HB
Claims Contingency '

Grand Totals

\$(18,224.71)

Report Criteria: Filter = Checking Account Description = 'City of Gulfport-HB Claims Contingency' and Transaction Type in (Check, Voided) and LOB = 'Workers' Compensation' and Begin Date = '05/01/2017' and End Date = '05/31/2017'

Group 1: Tier 2 Name is Beautification - 430

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0034708	05/19/2017	EXPENSE	Associated Managed Care	20700	Check	05/19/2017	\$88.13
Beautification - 430 Totals							\$88.13

Group 1: Tier 2 Name is Fire - 290

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0031914	05/09/2017	Indemnity	Marty Capers	20688	Check	05/09/2017	\$898.24
AAI-0033805	05/09/2017	Indemnity	Mark Headrick	20689	Check	05/09/2017	\$937.26
AAI-0031914	05/19/2017	EXPENSE	Associated Managed Care	20700	Check	05/19/2017	\$2.01
AAI-0033420	05/19/2017	EXPENSE	Associated Managed Care	20700	Check	05/19/2017	\$42.23
AAI-0034796	05/19/2017	EXPENSE	Associated Managed Care	20700	Check	05/19/2017	\$358.78
AAI-0031914	05/23/2017	Indemnity	Marty Capers	20703	Check	05/23/2017	\$898.24
AAI-0033805	05/23/2017	Indemnity	Mark Headrick	20705	Check	05/23/2017	\$937.26
Fire - 290 Totals							\$4,074.02

Group 1: Tier 2 Name is Gen Admin - 145

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0032437	05/19/2017	EXPENSE	Associated Managed Care	20700	Check	05/19/2017	\$124.76
Gen Admin - 145 Totals							\$124.76

Group 1: Tier 2 Name is Judicial / Courts - 125

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0026258	05/16/2017	Medical to Provider	Comprehensive Pain and Rehab	20695	Check	05/16/2017	\$71.75
AAI-0026258	05/30/2017	EXPENSE	RN Resources, Inc.	20706	Check	05/30/2017	\$669.06
AAI-0026258	05/30/2017	EXPENSE	RN Resources, Inc.	20709	Check	05/30/2017	\$1,787.58
Judicial / Courts - 125 Totals							\$2,528.39

Group 1: Tier 2 Name is Planning / Zoning / code enf - 611

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0034645	05/19/2017	EXPENSE	Associated Managed Care	20700	Check	05/19/2017	\$451.66
Planning / Zoning / code enf - 611 Totals							\$451.66

Group 1: Tier 2 Name is Police - 213

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0034909	05/02/2017	Medical to Claimant	Tara Ramage	20671	Check	05/02/2017	\$39.49
AAI-0034746	05/02/2017	Medical to Provider	Encore Rehabilitation, Inc.	20672	Check	05/02/2017	\$102.76
AAI-0034817	05/02/2017	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20673	Check	05/02/2017	\$141.59
AAI-0034817	05/02/2017	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20674	Check	05/02/2017	\$237.50
AAI-0031775	05/02/2017	Indemnity	Dorothy Payne	20675	Check	05/02/2017	\$718.96
AAI-0031775	05/05/2017	EXPENSE	RN Resources, Inc.	20676	Check	05/05/2017	\$200.34
AAI-0030253	05/05/2017	EXPENSE	RN Resources, Inc.	20677	Check	05/05/2017	\$226.80

2:21 pm

Report Criteria: Filter = Checking Account Description = 'City of Gulfport-HB Claims Contingency' and Transaction Type in (Check, Voided) and LOB = 'Workers' Compensation' and Begin Date = '05/01/2017' and End Date = '05/31/2017'

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-0034694	05/09/2017	Medical to Provider	Memorial Hospital	20678	Check	05/09/2017	\$38.73
AAI-0030253	05/09/2017	Medical to Provider	Advanced RX Pharmacy	20679	Check	05/09/2017	\$48.96
AAI-0023479	05/09/2017	Medical to Provider	Memorial Hospital at Gulfport	20680	Check	05/09/2017	\$57.82
AAI-0034817	05/09/2017	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20681	Check	05/09/2017	\$75.92
AAI-0034501	05/09/2017	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20682	Check	05/09/2017	\$89.10
AAI-0023479	05/09/2017	Medical to Provider	SMB Radiology, PA	20683	Check	05/09/2017	\$92.71
AAI-0023479	05/09/2017	Medical to Provider	Memorial Hospital at Gulfport	20684	Check	05/09/2017	\$117.44
AAI-0034746	05/09/2017	Medical to Provider	Encore Rehabilitation, Inc.	20685	Check	05/09/2017	\$129.27
AAI-0034746	05/09/2017	Medical to Provider	Encore Rehabilitation, Inc.	20686	Check	05/09/2017	\$129.27
AAI-0031775	05/09/2017	Medical to Provider	StoneRiver Pharmacy Solutions	20687	Check	05/09/2017	\$190.33
AAI-0034175	05/09/2017	Indemnity	Elfred Acosta	20690	Check	05/09/2017	\$937.26
AAI-0031775	05/15/2017	Indemnity	Dorothy Payne	20692	Check	05/15/2017	\$718.96
AAI-0034939	05/15/2017	Indemnity	Ashley Boler	20693	Check	05/15/2017	\$955.64
AAI-0034746	05/16/2017	Medical to Provider	Encore Rehabilitation, Inc.	20696	Check	05/16/2017	\$173.50
AAI-0034746	05/16/2017	Medical to Provider	Encore Rehabilitation, Inc.	20697	Check	05/16/2017	\$173.50
AAI-0034175	05/16/2017	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20698	Check	05/16/2017	\$237.50
AAI-0030253	05/19/2017	EXPENSE	Associated Managed Care	20700	Check	05/19/2017	\$7.03
AAI-0031775	05/19/2017	EXPENSE	Associated Managed Care	20700	Check	05/19/2017	\$7.65
AAI-0032931	05/19/2017	EXPENSE	Associated Managed Care	20700	Check	05/19/2017	\$304.97
AAI-0034501	05/19/2017	EXPENSE	Associated Managed Care	20700	Check	05/19/2017	\$32.10
AAI-0034597	05/19/2017	EXPENSE	Associated Managed Care	20700	Check	05/19/2017	\$150.78
AAI-0034683	05/19/2017	EXPENSE	Associated Managed Care	20700	Check	05/19/2017	\$60.11
AAI-0034746	05/19/2017	EXPENSE	Associated Managed Care	20700	Check	05/19/2017	\$473.10
AAI-0034501	05/22/2017	Indemnity	Shawn Penny	20701	Check	05/22/2017	\$937.26
AAI-0034939	05/23/2017	EXPENSE	CIOX Health	20702	Check	05/23/2017	\$22.31
AAI-0034175	05/23/2017	Indemnity	Elfred Acosta	20704	Check	05/23/2017	\$937.26
AAI-0031775	05/30/2017	Indemnity	Dorothy Payne	20707	Check	05/30/2017	\$718.96
AAI-0034939	05/30/2017	Indemnity	Ashley Boler	20708	Check	05/30/2017	\$955.64
Police - 213 Totals							\$10,440.52

Group 1: Tier 2 Name is Utility Billing - 811

<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-0034636	05/16/2017	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20694	Check	05/16/2017	\$24.05
AAI-0034636	05/16/2017	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20699	Check	05/16/2017	\$342.78
AAI-0034636	05/19/2017	EXPENSE	Associated Managed Care	20700	Check	05/19/2017	\$127.28

Report Criteria:

Filter = Checking Account Description = 'City of Gulfport-HB Claims Contingency ' and Transaction Type in (Check, Voided) and LOB =
"Workers' Compensation" and Begin Date = '05/01/2017' and End Date = '05/31/2017'

Utility Billing - 811 Totals

\$494.11

Grand Total

\$18,201.59



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Leah Holland, Manager
General Finance

Date: 06/12/2017

Subject: Year-to-Date Budget Reports - for the month ending May 31, 2017 - to be made a 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 May 31, 2017

Date: June 12, 2017

Please find attached a year to date budget report for the month ending May 31, 2017. This report represents the eighth (8th) month of the City's 2017 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 or last (3) three pages of this report represents each 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.

City of Gulfport
Year-to-date budget report
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CITY OF GULFPORT

YTD BUDGET REPORT FOR MONTH ENDING MAY 31, 2017

FOR 2017 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
010 GENERAL FUND							
000 REVENUES							
40 PROPERTY TAXES	-19,551,000	-19,551,000	-16,935,155.93	-599,216.30	.00	-2,615,844.07	86.6%
41 SALES TAX	-21,257,600	-21,257,600	-13,762,153.65	-1,938,349.66	.00	-7,495,446.35	64.7%
42 LICENSES AND PERMITS	-1,098,650	-1,098,650	-598,542.41	-103,328.54	-229.63	-499,877.96	54.5%
43 FRANCHISE FEES	-4,178,974	-4,178,974	-2,495,562.57	-167,278.94	.00	-1,683,411.43	59.7%
44 GAMING FEES	-3,794,686	-3,794,686	-2,463,975.17	-304,139.25	.00	-1,330,710.83	64.9%
45 GRANTS FEDERAL	0	-280,612	-224,734.19	-22,649.21	.00	-55,877.61	80.1%
47 GRANTS OTHER	-1,815,832	-1,815,832	-670,312.33	-134,639.33	.00	-1,145,519.67	36.9%
48 FINES AND FORFEITS	-1,119,107	-1,119,107	-802,846.31	-97,982.80	491.88	-316,752.57	71.7%
49 INTERGOVERNMENTAL	-2,090,000	-2,090,000	-844,648.45	-24,334.93	.00	-1,245,351.55	40.4%
50 CHARGES FOR SERVICE	-2,235,000	-2,235,000	-460,289.62	-76,875.75	1,601.56	-1,776,311.94	20.5%
51 INTEREST EARNED	-3,005	-3,005	-16,610.97	-116.46	.00	13,605.97	552.8%
56 MISC REVENUE	-150,000	-150,000	-30,617.72	-1,467.25	.00	-119,382.28	20.4%
58 OTHER FINANCING SRCE	0	0	-90,198.20	-8,500.00	.00	90,198.20	100.0%
TOTAL REVENUES	-57,293,854	-57,574,466	-39,395,647.52	-3,478,878.42	1,863.81	-18,180,682.09	68.4%
111 EXECUTIVE							
60 PERSONAL SERVICES	274,740	274,740	188,406.25	21,921.26	.00	86,333.31	68.6%
61 SUPPLIES	1,469	1,469	544.59	23.92	.00	924.41	37.1%
62 OTHER SERVICES	25,307	25,307	14,389.12	2,003.35	.00	10,917.88	56.9%
TOTAL EXECUTIVE	301,516	301,516	203,339.96	23,948.53	.00	98,175.60	67.4%
115 LEGISLATIVE							
60 PERSONAL SERVICES	376,316	376,316	248,454.95	29,059.39	.00	127,861.28	66.0%
61 SUPPLIES	3,700	3,700	419.65	.00	207.20	3,073.15	16.9%
62 OTHER SERVICES	1,665,130	1,667,130	404,247.80	3,852.90	19,750.00	1,243,132.20	25.4%
63 CAPITAL OUTLAY	12,311	12,311	2,738.00	.00	225.99	9,346.85	24.1%
TOTAL LEGISLATIVE	2,057,457	2,059,457	655,860.40	32,912.29	20,183.19	1,383,413.48	32.8%
125 JUDICIAL							

CITY OF GULFPORT

YTD BUDGET REPORT FOR MONTH ENDING MAY 31, 2017

FOR 2017 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
60 PERSONAL SERVICES	1,101,940	1,144,746	641,278.85	78,927.68	.00	503,466.85	56.0%
61 SUPPLIES	15,500	15,500	103.22	.00	321.75	15,075.03	2.7%
62 OTHER SERVICES	550,625	550,625	273,366.43	22,785.54	22,800.57	254,458.00	53.8%
63 CAPITAL OUTLAY	5,000	31,284	14,881.67	.00	1,200.00	15,202.33	51.4%
TOTAL JUDICIAL	1,673,065	1,742,155	929,630.17	101,713.22	24,322.32	788,202.21	54.8%
135 LEGAL							
60 PERSONAL SERVICES	901,924	901,924	605,338.21	66,820.67	.00	296,585.98	67.1%
61 SUPPLIES	3,101	3,101	1,571.44	124.64	24.23	1,505.33	51.5%
62 OTHER SERVICES	268,164	268,164	124,513.92	18,890.48	.00	143,650.08	46.4%
63 CAPITAL OUTLAY	4,750	4,750	3,269.91	.00	.00	1,480.09	68.8%
TOTAL LEGAL	1,177,939	1,177,939	734,693.48	85,835.79	24.23	443,221.48	62.4%
145 GENERAL ADMINISTRATION							
60 PERSONAL SERVICES	2,311,443	2,311,443	1,519,841.70	176,375.02	.00	791,601.38	65.8%
61 SUPPLIES	63,992	86,414	33,744.07	1,728.91	3,069.76	49,600.18	42.6%
62 OTHER SERVICES	1,526,541	1,543,041	932,033.55	54,167.88	27,335.07	583,672.05	62.2%
63 CAPITAL OUTLAY	377,304	377,304	184,499.12	5,500.60	572.17	192,232.71	49.1%
TOTAL GENERAL ADMINISTRATION	4,279,280	4,318,202	2,670,118.44	237,772.41	30,977.00	1,617,106.32	62.6%
175 PUBLIC TRANSPORTATION							
62 OTHER SERVICES	398,000	398,000	275,494.00	81,498.00	57,000.00	65,506.00	83.5%
TOTAL PUBLIC TRANSPORTATION	398,000	398,000	275,494.00	81,498.00	57,000.00	65,506.00	83.5%
212 POLICE							
60 PERSONAL SERVICES	14,231,515	14,327,470	9,229,296.92	1,074,726.80	.00	5,098,173.28	64.4%
61 SUPPLIES	1,271,510	1,308,432	839,207.00	107,471.72	175,473.05	293,751.51	77.5%
62 OTHER SERVICES	1,910,227	2,067,969	1,024,504.46	48,564.23	36,325.75	1,007,139.22	51.3%

CITY OF GULFPORT

YTD BUDGET REPORT FOR MONTH ENDING MAY 31, 2017

FOR 2017 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
63 CAPITAL OUTLAY	26,866	329,952	297,423.61	124,041.67	25,000.00	7,527.99	97.7%
TOTAL POLICE	17,440,118	18,033,823	11,390,431.99	1,354,804.42	236,798.80	6,406,592.00	64.5%
290 FIRE							
60 PERSONAL SERVICES	11,025,075	11,036,549	7,243,533.49	830,823.89	218.54	3,792,796.51	65.6%
61 SUPPLIES	383,880	383,880	240,091.04	24,191.84	49,207.36	94,581.60	75.4%
62 OTHER SERVICES	565,824	588,350	284,739.40	18,501.68	15,224.22	288,386.63	51.0%
63 CAPITAL OUTLAY	161,134	191,529	66,593.32	.00	12,523.66	112,412.02	41.3%
TOTAL FIRE	12,135,913	12,200,308	7,834,957.25	873,517.41	77,173.78	4,288,176.76	64.9%
309 PUBLIC WORKS							
60 PERSONAL SERVICES	1,528,445	1,528,445	974,542.55	113,300.20	.00	553,902.40	63.8%
61 SUPPLIES	1,223,487	1,208,122	762,073.19	63,809.01	233,055.72	212,993.09	82.4%
62 OTHER SERVICES	3,249,022	3,236,454	1,748,901.91	203,472.56	1,371,652.53	115,899.56	96.4%
63 CAPITAL OUTLAY	687,187	729,037	35,646.36	4,541.00	65,651.47	627,739.17	13.9%
64 CAPITAL PROJECTS	0	12,568	.00	.00	12,568.00	.00	100.0%
TOTAL PUBLIC WORKS	6,688,141	6,714,626	3,521,164.01	385,122.77	1,682,927.72	1,510,534.22	77.5%
325 ENGINEERING							
60 PERSONAL SERVICES	506,380	506,380	352,326.20	41,983.83	.00	154,054.28	69.6%
61 SUPPLIES	16,100	16,100	4,390.96	989.83	.00	11,709.04	27.3%
62 OTHER SERVICES	1,793,904	1,982,238	1,191,657.25	50,383.34	49,634.88	740,945.87	62.6%
TOTAL ENGINEERING	2,316,384	2,504,718	1,548,374.41	93,357.00	49,634.88	906,709.19	63.8%
407 LEISURE SERVICES							
60 PERSONAL SERVICES	3,418,016	3,418,016	1,973,544.71	233,416.15	.00	1,444,470.94	57.7%
61 SUPPLIES	789,722	775,722	422,301.32	70,427.74	77,458.54	275,962.14	64.4%
62 OTHER SERVICES	2,006,983	2,006,983	1,100,987.22	98,061.03	263,432.46	642,563.32	68.0%

CITY OF GULFPORT

YTD BUDGET REPORT FOR MONTH ENDING MAY 31, 2017

FOR 2017 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
63 CAPITAL OUTLAY	1,950	1,950	.00	.00	.00	1,950.00	.0%
65 DEBT SERVICE	114,131	114,131	47,030.10	10,271.29	46,608.93	20,491.97	82.0%
TOTAL LEISURE SERVICES	6,330,802	6,316,802	3,543,863.35	412,176.21	387,499.93	2,385,438.37	62.2%
611 URBAN DEVELOP\BLDG\PLANNING							
60 PERSONAL SERVICES	1,547,872	1,547,872	978,323.67	110,448.37	.00	569,548.01	63.2%
61 SUPPLIES	34,680	34,680	18,057.57	1,888.41	413.12	16,209.31	53.3%
62 OTHER SERVICES	208,155	208,155	72,710.42	6,593.84	20,244.05	115,200.53	44.7%
63 CAPITAL OUTLAY	15,500	15,500	.00	.00	1,643.98	13,856.02	10.6%
TOTAL URBAN DEVELOP\BLDG\PLANNING	1,806,207	1,806,207	1,069,091.66	118,930.62	22,301.15	714,813.87	60.4%
621 ECONOMIC DEVELOPMENT							
60 PERSONAL SERVICES	257,716	257,716	175,553.96	20,380.18	.00	82,162.34	68.1%
61 SUPPLIES	4,800	4,800	1,618.67	341.94	.00	3,181.33	33.7%
62 OTHER SERVICES	86,613	86,613	14,769.41	234.70	2,985.00	68,858.59	20.5%
63 CAPITAL OUTLAY	206,000	206,000	8,000.00	.00	14,429.00	183,571.00	10.9%
TOTAL ECONOMIC DEVELOPMENT	555,129	555,129	199,942.04	20,956.82	17,414.00	337,773.26	39.2%
901 OPERATION TRANSFERS							
66 OPERATING TRANSFERS	677,565	677,565	.00	.00	.00	677,565.00	.0%
TOTAL OPERATION TRANSFERS	677,565	677,565	.00	.00	.00	677,565.00	.0%
TOTAL GENERAL FUND	543,662	1,231,980	-4,818,686.36	343,667.07	2,608,120.81	3,442,545.67	-179.4%
TOTAL REVENUES	-57,293,854	-57,574,466	-39,395,647.52	-3,478,878.42	1,863.81	-18,180,682.09	
TOTAL EXPENSES	57,837,516	58,806,446	34,576,961.16	3,822,545.49	2,606,257.00	21,623,227.76	
030 DISASTER RELIEF							
000 REVENUES							

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030	DISASTER RELIEF	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
45	GRANTS FEDERAL	-1,382,084	-1,382,084	.00	.00	.00	-1,382,084.00	.0%
46	GRANTS STATE	0	0	-35,329.15	-24,444.38	.00	35,329.15	100.0%
	TOTAL REVENUES	-1,382,084	-1,382,084	-35,329.15	-24,444.38	.00	-1,346,754.85	2.6%

172 HURRICANE ISAAC

62	OTHER SERVICES	516,267	516,267	24,342.92	.00	37,872.80	454,051.67	12.1%
	TOTAL HURRICANE ISAAC	516,267	516,267	24,342.92	.00	37,872.80	454,051.67	12.1%
	TOTAL DISASTER RELIEF	-865,817	-865,817	-10,986.23	-24,444.38	37,872.80	-892,703.18	-3.1%
	TOTAL REVENUES	-1,382,084	-1,382,084	-35,329.15	-24,444.38	.00	-1,346,754.85	
	TOTAL EXPENSES	516,267	516,267	24,342.92	.00	37,872.80	454,051.67	

100 CAPITAL PROJECTS

000 REVENUES

45	GRANTS FEDERAL	-5,641,832	-10,267,080	-1,028,742.68	-228,975.09	.00	-9,238,337.08	10.0%
46	GRANTS STATE	-47,780,354	-47,818,970	-56,517.89	.00	.00	-47,762,451.70	.1%
51	INTEREST EARNED	0	0	-78,227.56	.00	.00	78,227.56	100.0%
56	MISC REVENUE	-1,500,000	-1,565,000	-565,000.00	-500,000.00	.00	-1,000,000.00	36.1%
	TOTAL REVENUES	-54,922,186	-59,651,049	-1,728,488.13	-728,975.09	.00	-57,922,561.22	2.9%

345 CAPITAL PROJECTS - CAP

62	OTHER SERVICES	367,958	959,776	118,276.78	29,526.00	524,331.07	317,168.07	67.0%
63	CAPITAL OUTLAY	1,665,445	1,665,445	122,336.28	13,592.92	1,543,108.07	.55	100.0%
64	CAPITAL PROJECTS	81,801,832	87,283,370	6,956,864.66	-1,835,610.20	12,865,853.93	67,460,651.43	22.7%
65	DEBT SERVICE	134,870	242,302	165,699.38	44,548.61	76,602.19	.03	100.0%
	TOTAL CAPITAL PROJECTS - CAP	83,970,105	90,150,892	7,363,177.10	-1,747,942.67	15,009,895.26	67,777,820.08	24.8%
	TOTAL CAPITAL PROJECTS	29,047,919	30,499,843	5,634,688.97	-2,476,917.76	15,009,895.26	9,855,258.86	67.7%
	TOTAL REVENUES	-54,922,186	-59,651,049	-1,728,488.13	-728,975.09	.00	-57,922,561.22	
	TOTAL EXPENSES	83,970,105	90,150,892	7,363,177.10	-1,747,942.67	15,009,895.26	67,777,820.08	

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200	COMMUNITY DEVELOPMENT	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
200 COMMUNITY DEVELOPMENT								
000 REVENUES								
45	GRANTS FEDERAL	-8,275,656	-8,275,656	-1,200,335.22	.00	.00	-7,075,321.17	14.5%
51	INTEREST EARNED	0	0	-1,127.34	.00	.00	1,127.34	100.0%
56	MISC REVENUE	0	0	-8,280.82	.00	.00	8,280.82	100.0%
	TOTAL REVENUES	-8,275,656	-8,275,656	-1,209,743.38	.00	.00	-7,065,913.01	14.6%
511 COMMUNITY DEVELOPMENT								
60	PERSONAL SERVICES	84,411	84,411	69,928.71	7,930.22	.00	14,482.24	82.8%
61	SUPPLIES	3,498	3,498	136.58	.00	257.68	3,103.57	11.3%
62	OTHER SERVICES	20,153	20,153	1,725.31	548.01	172.18	18,255.45	9.4%
64	CAPITAL PROJECTS	817,859	817,859	188,843.42	774.59	199,485.00	429,530.74	47.5%
	TOTAL COMMUNITY DEVELOPMENT	925,921	925,921	260,634.02	9,252.82	199,914.86	465,372.00	49.7%
513 HOME CONSORTIUM								
60	PERSONAL SERVICES	164,340	164,340	80,004.79	5,599.80	.00	84,335.27	48.7%
61	SUPPLIES	8,514	8,514	122.49	33.24	.00	8,391.37	1.4%
62	OTHER SERVICES	52,295	52,295	682.32	160.23	213.18	51,399.21	1.7%
85	HOME CONSORTIUM	769,232	769,232	224,117.60	.00	.00	545,114.73	29.1%
	TOTAL HOME CONSORTIUM	994,381	994,381	304,927.20	5,793.27	213.18	689,240.58	30.7%
514 CDBG SUPPLEMENTAL FUNDS-KATRINA								
62	OTHER SERVICES	2,025,132	293,052	4,543.50	3,600.00	.00	288,508.13	1.6%
64	CAPITAL PROJECTS	1,239,397	6,002,897	174,442.69	26,800.00	1,031,344.73	4,797,109.45	20.1%
	TOTAL CDBG SUPPLEMENTAL FUNDS-KAT	3,264,529	6,295,949	178,986.19	30,400.00	1,031,344.73	5,085,617.58	19.2%
	TOTAL COMMUNITY DEVELOPMENT	-3,090,826	-59,406	-465,195.97	45,446.09	1,231,472.77	-825,682.85	-1289.9%
	TOTAL REVENUES	-8,275,656	-8,275,656	-1,209,743.38	.00	.00	-7,065,913.01	
	TOTAL EXPENSES	5,184,830	8,216,250	744,547.41	45,446.09	1,231,472.77	6,240,230.16	

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210	POLICE AND FIRE RETIREMENT	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
210 POLICE AND FIRE RETIREMENT								
000 REVENUES								
40	PROPERTY TAXES	-955,705	-955,705	-813,704.41	-16,553.29	.00	-142,000.59	85.1%
49	INTERGOVERNMENTAL	-34,000	-34,000	-17,927.31	.00	.00	-16,072.69	52.7%
	TOTAL REVENUES	-989,705	-989,705	-831,631.72	-16,553.29	.00	-158,073.28	84.0%
211 POLICE AND FIRE RETIREMENT								
62	OTHER SERVICES	989,705	989,705	831,631.72	16,553.29	.00	158,073.28	84.0%
	TOTAL POLICE AND FIRE RETIREMENT	989,705	989,705	831,631.72	16,553.29	.00	158,073.28	84.0%
	TOTAL POLICE AND FIRE RETIREMENT	0	0	.00	.00	.00	.00	.0%
	TOTAL REVENUES	-989,705	-989,705	-831,631.72	-16,553.29	.00	-158,073.28	
	TOTAL EXPENSES	989,705	989,705	831,631.72	16,553.29	.00	158,073.28	
275 POLICE FORFEITURE & SEIZURE								
000 REVENUES								
49	INTERGOVERNMENTAL	0	-690,761	-745,592.86	78,301.81	.00	54,832.00	107.9%
51	INTEREST EARNED	0	0	-6,244.01	-698.07	.00	6,244.01	100.0%
58	OTHER FINANCING SRCE	0	0	-17,932.50	.00	.00	17,932.50	100.0%
	TOTAL REVENUES	0	-690,761	-769,769.37	77,603.74	.00	79,008.51	111.4%
276 FORFEITURES AND SEIZURES FE								
60	PERSONAL SERVICES	27,891	532	532.00	.00	.00	.00	100.0%
62	OTHER SERVICES	10,000	10,000	.00	.00	.00	10,000.00	.0%
63	CAPITAL OUTLAY	469,165	1,101,446	633,273.06	122,953.81	232,322.63	235,850.51	78.6%
	TOTAL FORFEITURES AND SEIZURES FE	507,056	1,111,978	633,805.06	122,953.81	232,322.63	245,850.51	77.9%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
277 FORFEITURES AND SEIZURES COUNT							
60 PERSONAL SERVICES	12,003	0	.00	.00	.00	.00	.0%
63 CAPITAL OUTLAY	574,688	604,664	501,409.68	46,674.24	8,137.49	95,117.08	84.3%
TOTAL FORFEITURES AND SEIZURES CO	586,691	604,664	501,409.68	46,674.24	8,137.49	95,117.08	84.3%
TOTAL POLICE FORFEITURE & SEIZURE	1,093,747	1,025,882	365,445.37	247,231.79	240,460.12	419,976.10	59.1%
TOTAL REVENUES	0	-690,761	-769,769.37	77,603.74	.00	79,008.51	
TOTAL EXPENSES	1,093,747	1,716,642	1,135,214.74	169,628.05	240,460.12	340,967.59	
285 COASTAL NARCOTICS TASK FORCE							
000 REVENUES							
49 INTERGOVERNMENTAL	0	-13,608	-14,142.70	-1,161.00	.00	535.00	103.9%
51 INTEREST EARNED	0	0	-508.42	-63.48	.00	508.42	100.0%
TOTAL REVENUES	0	-13,608	-14,651.12	-1,224.48	.00	1,043.42	107.7%
286 POLICE NARCOTICS TASK FORCE							
63 CAPITAL OUTLAY	3,356	3,356	.00	.00	.00	3,356.00	.0%
TOTAL POLICE NARCOTICS TASK FORCE	3,356	3,356	.00	.00	.00	3,356.00	.0%
TOTAL COASTAL NARCOTICS TASK FORC	3,356	-10,252	-14,651.12	-1,224.48	.00	4,399.42	142.9%
TOTAL REVENUES	0	-13,608	-14,651.12	-1,224.48	.00	1,043.42	
TOTAL EXPENSES	3,356	3,356	.00	.00	.00	3,356.00	
300 MUNICIPAL DEBT SERVICE							
000 REVENUES							

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300 MUNICIPAL DEBT SERVICE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
40 PROPERTY TAXES	-4,506,551	-4,506,551	-3,984,545.48	-81,024.03	.00	-522,005.52	88.4%
49 INTERGOVERNMENTAL	-148,706	-148,706	-87,749.46	.00	.00	-60,956.54	59.0%
51 INTEREST EARNED	0	0	-2,601.01	.00	.00	2,601.01	100.0%
56 MISC REVENUE	-26,953	-26,953	.00	.00	.00	-26,953.00	.0%
57 OPERATING TRANSFERS	-737,710	-737,710	.00	.00	.00	-737,710.00	.0%
TOTAL REVENUES	-5,419,920	-5,419,920	-4,074,895.95	-81,024.03	.00	-1,345,024.05	75.2%

701 DEBT SERVICE

65 DEBT SERVICE	5,028,402	5,028,402	3,731,147.12	214,157.86	97,696.01	1,199,558.87	76.1%
TOTAL DEBT SERVICE	5,028,402	5,028,402	3,731,147.12	214,157.86	97,696.01	1,199,558.87	76.1%
TOTAL MUNICIPAL DEBT SERVICE	-391,518	-391,518	-343,748.83	133,133.83	97,696.01	-145,465.18	62.8%
TOTAL REVENUES	-5,419,920	-5,419,920	-4,074,895.95	-81,024.03	.00	-1,345,024.05	
TOTAL EXPENSES	5,028,402	5,028,402	3,731,147.12	214,157.86	97,696.01	1,199,558.87	

400 WATER/SEWER UTILITY FUND

000 REVENUES

48 FINES AND FORFEITS	0	0	-3,106.88	-197.41	.00	3,106.88	100.0%
50 CHARGES FOR SERVICE	-32,900,469	-32,900,469	-21,002,582.14	-2,649,114.27	.00	-11,897,886.86	63.8%
51 INTEREST EARNED	0	0	-23,115.88	.00	.00	23,115.88	100.0%
56 MISC REVENUE	-1,768,000	-1,768,000	-1,148,834.59	-131,042.30	.00	-619,165.41	65.0%
TOTAL REVENUES	-34,668,469	-34,668,469	-22,177,639.49	-2,780,353.98	.00	-12,490,829.51	64.0%

811 UTILITY BILLING

60 PERSONAL SERVICES	1,010,772	1,010,772	611,897.80	72,078.52	.00	398,874.20	60.5%
61 SUPPLIES	49,500	49,500	25,576.39	3,959.77	2,401.54	21,522.07	56.5%
62 OTHER SERVICES	2,035,977	2,035,977	309,593.67	55,626.10	31,645.31	1,694,738.02	16.8%
63 CAPITAL OUTLAY	30,000	30,000	.00	.00	.00	30,000.00	.0%
67 DEPRECIATION EXPENSE	0	0	386,577.39	.00	.00	-386,577.39	100.0%
TOTAL UTILITY BILLING	3,126,249	3,126,249	1,333,645.25	131,664.39	34,046.85	1,758,556.90	43.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
815 WATER OPERATIONS							
61 SUPPLIES	1,753,859	1,732,109	1,134,042.84	74,852.20	173,028.08	425,038.08	75.5%
62 OTHER SERVICES	2,857,059	2,857,059	2,047,097.97	248,039.86	434,730.34	375,230.69	86.9%
63 CAPITAL OUTLAY	250,000	271,750	120,357.53	11,500.63	55,463.63	95,928.84	64.7%
67 DEPRECIATION EXPENSE	0	0	1,841,333.83	.00	.00	-1,841,333.83	100.0%
TOTAL WATER OPERATIONS	4,860,918	4,860,918	5,142,832.17	334,392.69	663,222.05	-945,136.22	119.4%
825 SEWER OPERATIONS							
60 PERSONAL SERVICES	113,814	113,814	73,264.46	8,608.44	.00	40,549.04	64.4%
61 SUPPLIES	851,846	828,975	538,876.39	51,014.95	99,092.55	191,006.51	77.0%
62 OTHER SERVICES	2,517,169	2,517,169	1,778,560.66	209,586.25	703,423.18	35,185.16	98.6%
63 CAPITAL OUTLAY	0	1,750	1,693.00	.00	.00	57.00	96.7%
67 DEPRECIATION EXPENSE	0	0	3,116,914.39	.00	.00	-3,116,914.39	100.0%
TOTAL SEWER OPERATIONS	3,482,829	3,461,708	5,509,308.90	269,209.64	802,515.73	-2,850,116.68	182.3%
835 DEBT SERVICE WATER AND SEWER							
65 DEBT SERVICE	8,905,860	8,905,860	5,318,711.74	1,725,752.29	.00	3,587,148.26	59.7%
TOTAL DEBT SERVICE WATER AND SEWER	8,905,860	8,905,860	5,318,711.74	1,725,752.29	.00	3,587,148.26	59.7%
845 HCWWSWMD							
62 OTHER SERVICES	11,265,000	11,265,000	8,168,445.47	950,624.93	3,096,554.53	.00	100.0%
TOTAL HCWWSWMD	11,265,000	11,265,000	8,168,445.47	950,624.93	3,096,554.53	.00	100.0%
849 WATER AND SEWER PROJECTS							
62 OTHER SERVICES	1,178,621	1,232,952	515,589.42	46,348.25	469,325.09	248,037.00	79.9%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
63 CAPITAL OUTLAY	0	659,909	.00	.00	590,730.37	69,178.76	89.5%
64 CAPITAL PROJECTS	10,927,901	10,213,661	4,533,623.00	176,189.66	1,666,932.51	4,013,105.50	60.7%
65 DEBT SERVICE	50,897	50,897	29,155.10	4,165.01	20,825.05	916.84	98.2%
TOTAL WATER AND SEWER PROJECTS	12,157,419	12,157,419	5,078,367.52	226,702.92	2,747,813.02	4,331,238.10	64.4%
TOTAL WATER/SEWER UTILITY FUND	9,129,805	9,108,685	8,373,671.56	857,992.88	7,344,152.18	-6,609,139.15	172.6%
TOTAL REVENUES	-34,668,469	-34,668,469	-22,177,639.49	-2,780,353.98	.00	-12,490,829.51	
TOTAL EXPENSES	43,798,274	43,777,154	30,551,311.05	3,638,346.86	7,344,152.18	5,881,690.36	

420 JOSEPH T JONES

000 REVENUES

50 CHARGES FOR SERVICE	-993,175	-993,175	-453,126.60	-85,725.54	.00	-540,048.40	45.6%
51 INTEREST EARNED	0	0	-91.73	.00	.00	91.73	100.0%
56 MISC REVENUE	0	0	-373,041.04	-340.00	.00	373,041.04	100.0%
TOTAL REVENUES	-993,175	-993,175	-826,259.37	-86,065.54	.00	-166,915.63	83.2%

445 JOSEPH T JONES

60 PERSONAL SERVICES	315,085	315,085	191,072.91	22,003.85	.00	124,012.02	60.6%
61 SUPPLIES	459,321	439,321	140,183.12	31,168.33	29,863.35	269,274.53	38.7%
62 OTHER SERVICES	580,833	580,833	361,147.35	16,293.65	23,210.40	196,475.25	66.2%
63 CAPITAL OUTLAY	2,700	2,700	.00	.00	1,118.00	1,582.00	41.4%
67 DEPRECIATION EXPENSE	0	0	568,753.68	.00	.00	-568,753.68	100.0%
TOTAL JOSEPH T JONES	1,357,939	1,337,939	1,261,157.06	69,465.83	54,191.75	22,590.12	98.3%
TOTAL JOSEPH T JONES	364,764	344,764	434,897.69	-16,599.71	54,191.75	-144,325.51	141.9%
TOTAL REVENUES	-993,175	-993,175	-826,259.37	-86,065.54	.00	-166,915.63	
TOTAL EXPENSES	1,357,939	1,337,939	1,261,157.06	69,465.83	54,191.75	22,590.12	

500 GROUP HEALTH AND LIFE

000 REVENUES

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500	GROUP HEALTH AND LIFE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
50	CHARGES FOR SERVICE	-5,995,000	-5,995,000	-3,894,191.37	-485,478.01	.00	-2,100,808.63	65.0%
51	INTEREST EARNED	0	0	-2,652.12	.00	.00	2,652.12	100.0%
56	MISC REVENUE	-500,000	-500,000	-248,005.99	-8,881.46	.00	-251,994.01	49.6%
	TOTAL REVENUES	-6,495,000	-6,495,000	-4,144,849.48	-494,359.47	.00	-2,350,150.52	63.8%

911 GROUP HEALTH AND LIFE

62	OTHER SERVICES	7,028,992	7,028,992	4,251,175.76	922,855.69	.00	2,777,816.24	60.5%
	TOTAL GROUP HEALTH AND LIFE	7,028,992	7,028,992	4,251,175.76	922,855.69	.00	2,777,816.24	60.5%
	TOTAL GROUP HEALTH AND LIFE	533,992	533,992	106,326.28	428,496.22	.00	427,665.72	19.9%
	TOTAL REVENUES	-6,495,000	-6,495,000	-4,144,849.48	-494,359.47	.00	-2,350,150.52	
	TOTAL EXPENSES	7,028,992	7,028,992	4,251,175.76	922,855.69	.00	2,777,816.24	

510 CLAIMS CONTINGENCY

000 REVENUES

50	CHARGES FOR SERVICE	-3,050,000	-3,050,000	-1,180,552.87	.00	.00	-1,869,447.13	38.7%
51	INTEREST EARNED	-1,000	-1,000	-17,149.76	-1,758.28	.00	16,149.76	1715.0%
56	MISC REVENUE	0	0	-340,317.52	.00	.00	340,317.52	100.0%
	TOTAL REVENUES	-3,051,000	-3,051,000	-1,538,020.15	-1,758.28	.00	-1,512,979.85	50.4%

915 CLAIMS CONTINGENCY

62	OTHER SERVICES	2,841,000	2,841,000	2,298,084.48	49,216.85	821.88	542,093.64	80.9%
	TOTAL CLAIMS CONTINGENCY	2,841,000	2,841,000	2,298,084.48	49,216.85	821.88	542,093.64	80.9%
	TOTAL CLAIMS CONTINGENCY	-210,000	-210,000	760,064.33	47,458.57	821.88	-970,886.21	-362.3%
	TOTAL REVENUES	-3,051,000	-3,051,000	-1,538,020.15	-1,758.28	.00	-1,512,979.85	
	TOTAL EXPENSES	2,841,000	2,841,000	2,298,084.48	49,216.85	821.88	542,093.64	

630 POLICE ASSET FORFEITURE FUND

000 REVENUES

YTD BUDGET REPORT
FOR MONTH ENDING MAY 31, 2017

FOR 2017 08

630	POLICE ASSET FORFEITURE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
51	INTEREST EARNED	0	0	-1,461.01	-168.66	.00	1,461.01	100.0%
	TOTAL REVENUES	0	0	-1,461.01	-168.66	.00	1,461.01	100.0%
	TOTAL POLICE ASSET FORFEITURE FUN	0	0	-1,461.01	-168.66	.00	1,461.01	100.0%
	TOTAL REVENUES	0	0	-1,461.01	-168.66	.00	1,461.01	
	GRAND TOTAL	36,159,084	41,208,153	10,020,364.68	-415,928.54	26,624,683.58	4,563,104.70	88.9%

** END OF REPORT - Generated by Leah Holland **

YTD PROJECT BUDGET REPORT
FOR MONTH ENDING MAY 31, 2017

FOR 2017 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
030 DISASTER RELIEF							
18846 PIERS - ISAAC PW GCGNS15	473,697	473,697	16,140.15	.00	31,946.11	425,610.57	10.2%
18847 JETTIES - ISAAC PW GCGNS16	42,571	42,571	8,202.77	.00	5,926.69	28,441.10	33.2%
TOTAL DISASTER RELIEF	516,267	516,267	24,342.92	.00	37,872.80	454,051.67	12.1%
TOTAL EXPENSES	516,267	516,267	24,342.92	.00	37,872.80	454,051.67	
100 CAPITAL PROJECTS							
02341 SEAWAY ROAD WIDENING TEA 21	-115,055	-392,367	.00	.00	.00	-392,366.77	.0%
02382 JOSEPH T JONES MEMORIAL PARK	224,526	7,365	7,364.24	.00	.00	.76	100.0%
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	571,057	571,057	303,164.11	115,197.03	2,013,947.50	-1,746,054.49	405.8%
02394 LORRAINE ROAD BRIDGE @ BILOXI	1,387	1,387	.00	.00	.00	1,387.15	.0%
02405 DEDEAUX ROAD WIDENING PHASE 2	1,394,582	1,394,582	-327,469.78	.00	12,692.30	1,709,359.37	-22.6%
02407 WEST SIDE PARK	0	9,161	.00	.00	8,230.00	931.00	89.8%
02444 JONES PARK LIGHTING AND INFRA	381,267	381,267	36,252.00	.00	28,173.00	316,842.00	16.9%
02480 HARBOR MASTER BULKHEAD	240,506	0	.00	.00	.00	.00	.0%
02503 THREE RIVRS RD/CREOSOTE RD WD	-248,045	-230,018	32,433.91	.00	.00	-262,451.69	-14.1%
02506 AIRPORT RD WDNG/WASH AVE-4 RN	150,000	150,000	29,341.00	4,904.00	120,489.75	169.25	99.9%
02507 WAYFINDING PROJECT	91,092	91,092	52,607.16	.00	.00	38,484.87	57.8%
02508 ORANGE GROVE ROOF	389,869	389,869	6,607.89	.00	.00	383,261.08	1.7%
02748 HAR CO DIST 4 PAVING PROJ/LIS	21,436	21,436	.00	.00	.00	21,436.00	.0%
02765 JONES PARK IMP-BARKSDALE DONA	46,931	46,931	1,749.03	.00	18,160.00	27,022.45	42.4%
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	2,400.00	17,600.00	12.0%
02785 2012 BOND ISSUE-PHASE 5 / 22N	34,062	34,062	.00	.00	16,075.64	17,986.00	47.2%
02788 PHASE 8 / E TAYLOR RD	27,246	27,246	420.00	.00	20,588.74	6,237.20	77.1%
02792 TIDELANDS -2013 - YACHT BASIN	-16,751	-16,751	-16,751.28	.00	.00	.28	100.0%
02796 COURTHOUSE	412,496	1,090,268	9,888.00	9,888.00	5,405,627.10	-4,325,247.19	496.7%
02804 LONDON RD WIDENING	283,286	283,286	16,717.07	.00	9,229.78	257,339.15	9.2%
02810 PASS RD TRAFFIC SIGNAL SOFTWA	-6,584	-24,612	-235,129.11	-16,493.68	3,300.00	207,217.33	941.9%
02814 TIDELANDS 14 YACHT BASIN	0	0	261,332.12	112,818.75	19,107.78	-280,439.90	100.0%
02817 TIDELANDS 15-COURTHOUSE RD BO	-113,642	-113,642	-113,642.36	.00	419.01	-418.26	99.6%
02818 SEASONAL LIGHT SHOW	-718,804	-718,804	116,498.50	-500,000.00	35,238.80	-870,541.19	-21.1%
02819 AQUARIUM	11,653,534	11,653,534	2,651,524.10	-3,355,623.14	.00	9,002,009.92	22.8%
02820 TIDELANDS 16-IMPROV JONES YAC	0	0	.00	.00	.00	.00	.0%
02821 E TAYLOR RD TRAFFIC STUDY	15,000	15,000	5,635.00	.00	9,365.00	.00	100.0%
02822 20TH AVE MATCH	0	130,000	.00	.00	.00	130,000.00	.0%

YTD PROJECT BUDGET REPORT
FOR MONTH ENDING MAY 31, 2017

FOR 2017 08

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
02823 Seaway Road Pedestrian Pathwa	0	985,380	.00	.00	.00	985,380.00	.0%
02901 POOLE STREET DRAINAGE	1,714	1,714	.00	.00	.00	1,713.82	.0%
02903 WHITNEY DRIVE DRAINAGE	100,000	100,000	98,117.00	41,862.00	.00	1,883.00	98.1%
02904 AIRPORT ROAD PAVING	100,000	100,000	.00	.00	.00	100,000.00	.0%
02905 HAND DRIVE DRAINAGE	53,804	53,804	.00	.00	.00	53,804.00	.0%
02907 HIGHWAY 49 @ 18TH ST DRAINAGE	50,000	5,000	.00	.00	.00	5,000.00	.0%
02908 GREENVIEW DRAINAGE	198,973	198,973	166,371.00	166,371.00	19,057.00	13,544.61	93.2%
02909 EPA STORMWATER PHASE 2 PROJEC	25,000	25,000	388.95	.00	.00	24,611.05	1.6%
02910 GLENDALE ST PANEL REPLACEMENT	1,438	1,438	.00	.00	.00	1,438.09	.0%
02911 ONEAL RD WIDENING PHASE 2	98,313	313	.00	.00	.00	313.00	.0%
02912 THREE RIVERS RD WIDENING (SEA	98,314	314	.00	.00	.00	314.00	.0%
02913 ADA COMPLIANCE PROJECTS	7,459	7,459	3,651.00	.00	.00	3,808.00	48.9%
02914 ROYAL STREET/ST CHARLES DRAIN	175,062	175,062	137,060.80	7,293.80	9,283.20	28,718.25	83.6%
02916 GULFPORT HIGH DRAINAGE PROJEC	64,424	64,424	21,332.40	.00	22,818.00	20,274.05	68.5%
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	204,355	204,355	169,806.25	65,467.43	10,739.17	23,809.35	88.3%
02921 FLAT BRANCH/QUBBIE CREEK PROJ	100,000	100,000	.00	.00	.00	100,000.00	.0%
02930 SOCCER FIELDS	2,500,000	2,500,000	.00	.00	2,199,572.99	300,427.01	88.0%
02935 BAYOU VIEW ADA IMPROVEMENTS	163,757	163,757	143,094.70	1,676.48	11,084.39	9,577.42	94.2%
02940 SOFTBALL FIELD EXPANSION SPOR	5,527,721	6,075,059	1,299,880.84	481,298.21	3,409,064.21	1,366,113.78	77.5%
05441 28TH ST PARK IMPROVEMENTS 14	13,024	13,024	.00	.00	.00	13,023.96	.0%
05849 BRICKYARD BAYOU DRAINAGE	614,570	614,570	112,770.81	25,538.50	25,293.70	476,505.07	22.5%
05850 COFFEE CREEK DRAINAGE/RECREAT	40,608	40,608	15,802.50	5,887.50	13,456.68	11,348.50	72.1%
31109 FAIRFIELD III CORRECTIONS	0	65,000	.00	.00	.00	65,000.00	.0%
41147 PLAYGROUND MODULES	344,788	423,039	371,700.38	103,776.77	23,373.45	27,965.49	93.4%
TOTAL CAPITAL PROJECTS	26,419,652	27,936,576	5,378,518.23	-2,730,137.35	13,466,787.19	9,091,270.77	67.5%
TOTAL REVENUES	-54,922,186	-59,586,049	-1,622,642.59	-728,975.09	.00	-57,963,406.76	
TOTAL EXPENSES	81,341,838	87,522,626	7,001,160.82	-2,001,162.26	13,466,787.19	67,054,677.53	

200 COMMUNITY DEVELOPMENT

05338 EAST NORTH GLFPT PARK PLAYGRN	91,346	91,346	91,346.08	.00	.00	.00	100.0%
05517 VARIOUS PUBLIC FACILITIE/PARK	222,722	222,722	.00	.00	195,000.00	27,721.58	87.6%
05695 19TH ST INFRASTRUCTURE ENG 20	232,855	2,000	.00	-8,425.80	.00	2,000.00	.0%
05696 ADA COMP - ELEVATORS 2016	125,000	0	.00	.00	.00	.00	.0%
05801 DOWNTOWN STREET SCAPE ENHANCE	236,533	236,533	193.50	.00	.00	236,339.65	.1%
05849 BRICKYARD BAYOU DRAINAGE	1,968,580	4,500,000	30,400.00	30,400.00	.00	4,469,600.00	.7%
05850 COFFEE CREEK DRAINAGE/RECREAT	1,059,415	1,559,415	148,392.69	.00	1,031,344.73	379,677.93	75.7%
TOTAL COMMUNITY DEVELOPMENT	3,936,451	6,612,016	270,332.27	21,974.20	1,226,344.73	5,115,339.16	22.6%
TOTAL EXPENSES	3,936,451	6,612,016	270,332.27	21,974.20	1,226,344.73	5,115,339.16	

CITY OF GULFPORT

YTD PROJECT BUDGET REPORT FOR MONTH ENDING MAY 31, 2017

FOR 2017 08

400	WATER/SEWER UTILITY FUND	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
400 WATER/SEWER UTILITY FUND								
02787	ST PAVING PHASE 7	20,912	20,912	.00	.00	.00	20,911.79	.0%
02796	COURTHOUSE	0	43,684	43,683.50	.00	.00	.95	100.0%
02901	POOLE STREET DRAINAGE	76	0	.00	.00	.00	.00	.0%
02922	PW EQUIPMENT	0	659,909	.00	.00	590,730.37	69,178.76	89.5%
02940	SOFTBALL FIELD EXPANSION SPOR	0	198,715	.00	.00	.00	198,715.00	.0%
05801	DOWNTOWN STREET SCAPE ENHANCE	1,350	0	.00	.00	.00	.00	.0%
81515	WATER TANK RESTORATIONS	1,854,000	50,000	5,550.00	.00	.00	44,450.00	11.1%
82562	SEAWAY ISLAND WATER MAIN CONN	482,265	352,534	276,241.09	1,510.00	62,718.91	13,574.00	96.1%
82564	38TH AVE SEWER PROJECT	175,076	389,971	174,986.00	.00	207,254.00	7,730.54	98.0%
82565	BAYOU VIEW TANK REPLACEMENT	2,012,024	2,512,024	41,013.06	7,935.00	156,744.88	2,314,266.50	7.9%
82566	HATTEN LANE SEWER IMPROVEMENT	50,449	29,387	29,386.78	.00	.00	.00	100.0%
82567	POPLAR CIRCLE CHAMBERLAIN AVE	1,821,173	1,821,173	1,243,800.24	7,030.50	530,850.97	46,521.52	97.4%
82568	PH 1WEST 28TH ST WATER MAIN I	506,327	313,433	237,373.21	.00	76,060.00	.00	100.0%
82569	PH 2WEST 28TH ST WATER MAIN I	1,591,615	994,580	429,190.56	131,000.76	565,389.50	.00	100.0%
82570	RETREAT VILLAGE/OAKLEIGH MANO	1,039,980	923,352	906,632.00	764.90	.00	16,719.89	98.2%
82571	PUMP STATION REHABILITATION	1,040,219	1,040,219	850,561.10	.00	159,179.96	30,478.40	97.1%
82572	BENEFIELD SEWER REPLACEMENT	1,231,846	1,231,846	5,343.00	3,114.75	7,153.48	1,219,349.50	1.0%
82573	LYMAN GRAVITY SEWER	641	0	.00	.00	.00	.00	.0%
82575	FIBER OPTIC COMM PLAN	43,602	43,602	.00	.00	13,652.41	29,950.00	31.3%
82578	HERRING ROAD SEWER	62,212	562,212	332,687.90	17,246.00	134,489.22	95,035.25	83.1%
82579	SAUCIER LN/BEAULAH CHURCH RD	70,000	170,000	1,048.55	.00	18,781.45	150,170.00	11.7%
82580	HWY 49/OR GR/SSWAN/3 RVRS	9,733	9,733	9,733.24	.00	.00	.00	100.0%
82581	FORREST HEIGHTS SEWER SYSTEM	9,345	9,345	.00	.00	9,345.00	.00	100.0%
82582	LAURELWOOD, SULLIVAN, DUCKWRTH	30,063	284,063	83,959.50	53,936.00	174,216.50	25,887.00	90.9%
82583	THREE RVRS FR ONEAL TO DCKWRT	32,203	32,203	22,772.47	.00	8,604.37	826.00	97.4%
82584	THREE RIVERS RD/MAYS RD SEWER	10,077	110,077	1,698.25	.00	9,671.75	98,706.50	10.3%
82586	HWY 49 RELOCATION OF UTILITIE	0	672,112	650,057.47	11,011.00	22,045.20	9.33	100.0%
TOTAL WATER/SEWER UTILITY FUND		12,095,190	12,475,087	5,345,717.92	233,548.91	2,746,887.97	4,382,480.93	64.9%
TOTAL EXPENSES		12,095,190	12,475,087	5,345,717.92	233,548.91	2,746,887.97	4,382,480.93	
GRAND TOTAL		42,967,561	47,539,947	11,018,911.34	-2,474,614.24	17,477,892.69	19,043,142.53	59.9%

** END OF REPORT - Generated by Leah Holland **



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Finance

Date: 06/12/2017

Subject:

Privilege License Report - issued for the period of March 1-May 31, 2017 per Mississippi Code - to be made a part of the minutes.

Recommendation:

Memorandum – City of Gulfport

To: City Council

CC: Mayor Hewes, Dr. Kelly

From: Mary Collins, Deputy City Clerk

Date: June 12, 2017

RE: Privilege License Issued March, April, May, 2017

Attached is a report of the privilege licenses issued by the City of Gulfport for the period of March 1 thru May 31, 2017 per Mississippi Code §Ann. 27-17-501 to be spread on the minutes.

If you have any questions, please call at any time

Customer Name	Customer Address	Amt
HWY 49 USED CARS	3803 25TH AVE	\$40.00
J'S WEDDING WAREHOUSE	2818 22ND AVE B-8	\$20.00
SIGNAL PLUS	3803 25TH AVE	\$20.00
228 GIRLS	2701 14TH AVE BOOTH #11	\$20.00
ALL AMERICAN CHECK CASHING INC	3409 WASHINGTON AVENUE	\$20.00
RACKHOUSE	1301 26TH AVE	\$90.00
BLUSH BOUTIQUE LLC	4613 REDSTART DR	\$20.00
SKY SPIRIT STUDIOS	2508 15TH AVENUE	\$20.00
VELVET HAIR COUTURE	412 PASS RD STE B	\$20.00
WORD OF LIFE BOOKS, BIBLES & CD'S	2727 22ND AVENUE	\$20.00
R. KEITH BELL	11420 ASHTON LANE W.	\$20.00
AUTO CASH INC (DBA)	4799 LIVE OAK CHURCH RD	\$20.00
CANAL GROCERIES & SEAFOOD	6600 28TH ST	\$35.00
MILLER ICE MACHINE COMPANY	11195 WOODLEY COVE	\$20.00
PAGE & JONES, INC.	1317 A 24TH AVE	\$20.00
BACK ON THE RACK UPSCALE RESALE	1720 PASS RD STE C	\$20.00
DWILSON & ASSOCIATES LLC	15431 O'NEAL RD SUITE A	\$20.00
GULF COAST LAUNDRY SERVICES	12071 SEAWAY ROAD	\$150.00
GULF COAST PEDIATRIC DENTISTRY	11280 E TAYLOR RD	\$20.00
MCCABE ORTHODONTICS	15487 OAK LN STE 200 D	\$20.00
MCDONALD LAW PRACTICE PLLC	1914 24TH AVE	\$20.00
NICKS LAW FIRM	1800 25TH AVE	\$45.00
SOUTHERN RENOVATIONS	704 MILLS AVE	\$20.00
MAC'S ISLAND LOUNGE	809 34TH ST	\$35.00
RIVERS PSYCHOTHERAPY SERVICES PLLC	3182B ORIOLE ST	\$20.00
MAKE ME CHIC	200 PASS RD #5	\$20.00
CUT N UP	200 PASS ROAD	\$22.00
RILEY'S CHILDREN'S APPAREL	452 COURTHOUSE ROAD	\$50.00
ONEALS SEAFOOD RESTAURANT	2330 E PASS RD	\$30.00
365 MOTORSPORTS	1701 28TH ST	\$20.00
IMPORT PERFORMANCE LLC	14425 CREOSOTE RD	\$20.00
STRATEGIC SYSTEMS INC	1323 28TH AVE	\$30.00
CORE CHIROSPTORT PLLC	370 COURTHOUSE RD STE 101	\$20.00
FAMILY CHECK ADVANCE	11180 HWY 49	\$20.00
FOXWORTH LAW OFFICE	1231 28TH ST	\$20.00
HOOPLA MONOGRAMMING & GIFTS LLC	76 48TH ST	\$20.00
IMPERIO LATINO MINI MARKET 2 LLC	10605 SHARP BLVD	\$40.00
K L HARRY LOGISTIC & CONSULTION	12215 AMBER CV	\$20.00
NANCY SHROYER	813 JOSEPH AVE	\$20.00
NELLA	516 COURTHOUSE RD STE E	\$20.00
PERFORMANCE PROSTHETICS & ORTHOTICS	15037 DEDEAUX RD	\$20.00
ROBERTS COMPANY INC	P O BOX 16569	\$355.00
TEDDY BEARS RESTORATION & CARPET INC	1899 28TH ST	\$72.00
THREE DOGS STITCHING	8 HOLLY COURT	\$25.00
TRI-STATE REFRIGERATION INC	7387 E INDUSTRIAL AVE	\$20.00
SMOOTH FINISH LAWN CARE	2510 TODD DR	\$20.00

SOUTH MISSISSIPPI KIDNEY CENTER N GPT	2525 33RD STREET	\$3.00
SOUTH MISSISSIPPI KIDNEY CENTER N GPT	2525 33RD STREET	(\$3.00)
SOUTH MISSISSIPPI KIDNEY CENTER N GPT	2525 33RD STREET	\$36.30
WILLIAM SMITH PAINT & BODY SHOP	1137 34TH ST	\$22.00
NATURE'S PINE	16250 HUDSON STREET	\$20.00
ANDERSON OROZOO PLLC	1616 26TH AVE	\$30.00
BUBBLES AND BOWS	15174 DEDEAUX ROAD	\$20.00
GERIATRIC DELIVERY SERVICE	15196 BARBARA DR	\$20.00
INTERACTIVE PATIENT CARE LLC	3451 WASHINGTON AVE	\$20.00
J CREW FACTORY	10605 FACTORY SHOPS BLVD	\$50.00
NAVY FEDERAL CREDIT UNION INC	15163 CROSSROADS PARKWAY	\$45.00
NEW BEETEE DISCOUNT BEER & TOBACCO O7	13211 DEDEAUX RD STE #2	\$35.00
NU-WAY AUTO	12083 HIGHWAY 49	\$32.50
PHYSICIANS PAIN & SPINE SPECIALISTS PLLC	14986 ANGELA DR	\$20.00
SHARI HERRING ATTORNEY AT LAW	549 EAST PASS ROAD	\$20.00
SHRIMP BASKET OF GULFPORT INC	9265 HWY 49	\$87.00
AIRPORT - CASINO - MILITARY TAXI SERVICE	1241 PASS ROAD	\$20.00
DEJA VU	2701 14TH AVE BOOTHS 1 & 2	\$20.00
GAT AIRLINE GROUND SUPPORT INC	14055 AIRPORT RD	\$20.00
GULF COAST HOLDINGS COM LLC	1710 E. PASS ROAD	\$20.00
GULF COAST MOVER INC	4613 TENNESSEE AVE	\$33.00
JACKSON SUPPLY COMPANY	6655 ROXBURGH DR	\$340.00
JOES APPLIANCE REPAIR LLC	4499 COURTHOUSE RD	\$20.00
MDSI PHYSICIAN GROUP INC	15037 DEDEAUX RD	\$20.00
MOVE IT SELF STORAGE-GULFPORT	365 TEGARDEN RD	\$20.00
MS GULF COAST CLEANING & JANITORIAL	P.O. BOX 3074	\$20.00
SECURCARE MOVEIT MCALLEN LLC	13953 WASHINGTON AVE	\$20.00
SPEEDY CASH	9240 HWY 49	\$33.00
TDG 49 LLC	11520 HWY 49	\$20.00
VINTAGE MATH AND SCIENCE	8901 BOXWOOD	\$20.00
BELLA'S BARN	9053 BRIARWOOD PL	\$20.00
COAST GULF LLC	P O BOX 72	\$20.00
BUFFALO WILD WINGS	15530 DANIEL BLVD	\$150.00
D & G CLEANING SERVICES	14351 COLLINGWOOD CV	\$20.00
DISABLED AMERICAN VETERAN CHAPTER 5	2600 23RD AVENUE	\$35.00
DODGES STORE	P.O. BOX 1688	\$90.00
DOG SHEBANG INC	14406 O NEAL ROAD	\$20.00
TOWN & COUNTY VETERINARY CLINIC PLLC	13430 DEDEAUX ROAD	\$30.00
WOK EXPRESS	9344 HWY 49	\$30.00
WORLD ACCEPTANCE CORPORATION	12449 HWY 49	\$20.00
ELITE MEDICAL CLINIC	9454 THREE RIVERS RD	\$20.00
FIRST NBC BANK	625 16TH STREET STE C	\$20.00
L V NAILS SPA	10495 HWY 49	\$33.00
MIRACLE EAR OF LOUISIANA	P O BOX 80707	\$20.00
MURKY WATERS LLC	1320 27TH AVE	\$45.00
NEEL - SCHAFFER, INC.	14035 M AIRPORT ROAD	\$20.00
RED DOG CREATIONS	2701 14TH AVE BOOTH #8	\$20.00

SP CUSTOM VAPORS LLC	1804 25TH AVE	\$20.00
TAUNT	11280 E TAYLOR RD STE C	\$40.00
ROBINSON HOLDINGS LLC	P.O. BOX 7008	\$20.00
PAT'S PROFESSIONAL CLEANING SERVICES	44 HOLLY CIRCLE	\$22.00
COAST MASSAGE	2214 25TH AVE UNIT 9	\$20.00
LITTLE LADY'S WEED WARRIORS	104 S KERN DR	\$20.00
MISSISSIPPI MATTRESS CO LLC	1502 30TH AVENUE	\$20.00
NAPA AUTO PARTS	14492 DEDEAUX ROAD	\$150.00
THE FOCAL POINT	1608 RHORER AVE	\$20.00
DN ORTHODONTICS	8910 LORRAINE RD	\$33.00
PARTS AND SUPPLY INC	312 GLENMEADE CT	\$150.00
SUNSOUTH	4100 HARTFORD HWY	\$1,200.00
SMOOTHIE KING	10573 HWY 49 STE A	\$20.00
GREAT SOUTHERN GOLF CLUB	2000 BEACH BLVD	\$49.50
BENECORP INC	606 35TH ST	\$20.00
CHILDRENS INTERNATIONAL MEDICAL GROUP	15465 OAK LANE PL	\$20.00
DSD HOME SERVICES	16049 W DEDEAUX RD	\$20.00
LACYS BARBER SHOP	12342 ASHLEY DR STE B	\$20.00
OFFICE FURNITURE SOLUTIONS LLC	4300 HEWES AVE	\$20.00
RACK ROOM SHOES INC	10000 FACTORY SHOP BLVD STE 630	\$92.50
SHAGGYS GULFPORT BEACH	1724 E BEACH BLVD	\$135.00
ULTA BEAUTY	1000 REMINGTON BLVD ATTN:	\$380.00
HEALTH NUTS	9138 CARL LEGETT RD STE A	\$20.00
K & C CREATIONS	2701 14TH AVE BOOTH#14	\$20.00
PASS ROAD TRUE VALUE	504 E PASS RD	\$92.50
THE TALBOTS INC	175 BEAL STREET	\$62.50
TITLE CASH OF LAUREL INC	12449 HWY 49 S STE B	\$20.00
REDBOX AUTOMATED RETAIL	ONE TOWER LANE #900	\$8.33
PANDA PALACE	15200 CROSSROADS PKWY	\$45.00
MEINEKE	15224 CREOSOTE RD #1	\$30.00
BILLI'S VARIETY STORE	1809 PASS ROAD STE B	\$20.00
DHL SUPPLY CHAIN	570 POLARIS PKY DEPT 275	\$42.00
CRAFTSMAN COMPANY	11070 DAVID ST	\$20.00
GLAMBAR GULFCOAST SALON & BOUTIQUE	105 PASS RD	\$22.00
MONSTER ZONE TOYS	15353 WILLOW CIRCLE	\$22.00
WALTMAN REAL ESTATE, LLC	307 COURTHOUSE ROAD	\$20.00
DELORIS HAIR FLAIR SALON	12001 MOBILE AVENUE	\$22.00
JASON'S PAINT & BODY SHOP	1701 28TH STREET	\$20.00
J CARTER & CO. REAL ESTATE & DEVELOPMENT	2413 14TH ST	\$20.00
COBURN SUPPLY COMPANY, INC.	2911 25TH AVENUE	\$380.00
AICHA HAIR BRAIDING & BEAUTY	2006 PASS RD	\$20.00
BLUEWATER NAILS & HAIR	11340 THREE RIVERS RD	\$20.00
BUCHANAN TIMBER	200 48TH ST	\$20.00
HAIL MARY GIFTS	1816 EAST PASS ROAD	\$20.00
HIGH POINTE CONSULTING LLC	1706 PASS RD	\$30.00
WILDFLOWER CATERING	2404 23RD AVE	\$20.00
A + PROPERTY MANAGEMENT COMPANY LLC	1710 E PASS ROAD	\$20.00

NECAISE LOCK SUPPLY INC	2304 28TH STREET	\$30.00
POLLYS PRETTYYS	2701 14TH AVE - V13 & 9	\$20.00
VARIED VINTAGE	2701 14TH AVE	\$20.00
TRAIN STOP BOOT CAMP AND FITNESS	10257 ENGLISH MANOR DR	\$20.00
MCLAURIN HANDYMAN SERVICES	4214 INDIANA AVE	\$20.00
DADS CAMPER OUTLET	14101 HWY 49	\$920.00
TAYLOR HARRIS DRUG STORE	1908 30TH AVE	\$22.00
REELIN 'EM IN LLC	13745 ROBINDALE RD	\$25.00
GOLLOTT & SONS TRANSFER	3207 D AVE	\$30.00
MICHUA'S TIRE SERVICE LLC	1022 E PASS RD	\$20.00
TRI COASTAL VARIETY	12080 HARMONY CIRCLE	\$25.00
COSPOS SNOWBALLS	1501 42ND AVE	\$22.00
DAVID RUSSELL HANDYMAN	11154 CREEL CIRCLE	\$20.00
BOYCE HOLLEMAN PROF ASSOC	1720 23RD AVE	\$33.00
MCCORMICK LAWN SERVICES LLC	2331 CURCOR DR	\$20.00
WILLIAMS CONSTRUCTION INC	2101 30TH AVE	\$22.00
TU CASA LATINA LLC	13011 HWY 49	\$20.00
SANDERS LAWN SERVICE / LANDSCAPE	10588 EAST BAY TREE DRIVE	\$20.00
LAWN CARE 4 LESS	12164 FISHERMAN TRIAL	\$20.00
THRIFT MART	1263 PASS RD	\$20.00
CREATIVE CUTS	59 HARDY COURT SHOPPING CTR	\$30.00
EDGE LLC	12625 S LAKE FORREST DR	\$30.00
SEW DARLING	40 GREENBRIAR DRIVE	\$20.00
GULF COAST EVENT CENTER	9475 HWY 49	\$20.00
FOOD QUEEN MINI MART INC	13321 DEDEAUX RD	\$40.00
HEFLINS BARBER SHOP	2423 14TH ST	\$20.00
PASS ROAD AUTO SALES	622 EAST PASS ROAD	\$20.00
MICHAELS LAWN SERVICE	13611 THREE RIVERS ROAD	\$20.00
CGR ENTERPRISE LLC	500 PASS RD	\$8.33
ZACKS PLUS ELECTRIC	1717 PASS RD	\$20.00
TOTAL MARCH 2017		\$8,461.46
BROWN INVESTMENTS & CONCESSIONS	8307 TEXAS AVENUE	\$20.00
TRADE KING'S SERVICES	178 ORANGE CT	\$20.00
LIL' SASS FURNITURE DECOR	13208 WESTMINSTER BLVD	\$20.00
INSTALLED BUILDING PRODUCTS OF BILOXI	495 S HIGH ST SUITE 50	\$63.00
DESIGN PRECAST & PIPE INC	15215 DEDEAUX ROAD	\$90.00
FORE CONSTRUCTION INC	15215 DEDEAUX ROAD	\$20.00
ONE STOP REPAIR SERVICE	1701 28TH ST	\$20.00
ONE STOP REPAIR SERVICE	1701 28TH ST	\$20.00
ONE STOP REPAIR SERVICE	1701 28TH ST	\$20.00
PETCO #2501	9354 HWY 49	\$75.00
PRICE IS RIGHT APPLIANCES	2300 25TH AVE	\$20.00
DME EXPRESS	1780 COMMERCIAL DR	\$20.00
STAN HAIR STYLES	11289 KLEIN ROAD STE A	\$20.00
AIRPORT CAB COMPANY	1140 PASS ROAD STE B	\$90.00
JACK NOFSINGER	1228 E PASS RD	\$20.00
FIRST CONSUMER FINANCIAL	2210 PASS RD STE A	\$20.00

HELPING HANDS LLC	16174 SADDLE DRIVE	\$20.00
POLISHED BEAUTY BAR	1308 COLLEGE ST	\$20.00
POLISHED BEAUTY BAR	1308 COLLEGE ST	\$20.00
POLISHED BEAUTY BAR	1308 COLLEGE ST	\$20.00
DUE SEASON TAX & WEDDING SERVICE	8286 LOUISIANA AVENUE	\$22.00
DONNY MORAN ENTERPRISES LLC	17078 MAGNOLIA COVE DRIVE	\$20.00
HEALTHSOUTH REHAB HOSPITAL OF GULFPORT	P O BOX 380546	\$300.00
BOWEN GENETICS INC	13431 WINDSONG DRIVE	\$20.00
CUTTIN UP LAWN SERVICE	12138 MCCANDLISS DR	\$20.00
ORA ENTERPRISE	115 DONNA STREET	\$20.00
PLYMOUTH BUILDING PRODUCT INC	14373 CREOSOTE ROAD	\$62.50
ADVANCE AMERICA CASH ADVANCE CENTERS	135 N CHURCH STREET	\$20.00
BUBBA'S CAJUN PEANUTS	2036 E PASS ROAD	\$25.00
SLEEP INN & SUITES	10393 HWY 49	\$48.00
CIRQUE ENTERTAINMENT	306 WHITFIELD AVE	\$60.00
13TH ST JAZZ BISTRO LLC	2610 13TH ST	\$35.00
PREMIER DISCOUNT GROCERY LLC	4322 WEST RAILROAD	\$35.00
WALLACE & CO	1390 29TH AVE #A	\$20.00
THE GULFPORT MARINE EMPLOYMENT	1015 PASS RD SUITE B	\$22.00
TASTE BUDZ	931 BROWN ST	\$25.00
HABITAT FOR HUMANITY MS GULF COAST	2214 34TH ST	\$20.00
MULTI-CRAFT LABOR	9 NOTTINGHAM CIR	\$20.00
BASS	7401 BOONE AVENUE N	\$150.00
GULF COAST LIGHTING GROUP	P O BOX 6641	\$20.00
SMOKESCREEN LLC / JOSHUA K COVACEVICH	12449 HWY 49 SUITE E	\$20.00
OCEANVIEW NAILS	24650 OAK ISLAND DR	\$20.00
2030 FAST TRACK GULF COAST	2953 BIENVILLE BLVD #116	\$20.00
CRESCENT CITY INDUSTRIAL SERVICES	424 JEFFERSON HWY	\$20.00
MILNER RENTAL CENTER	940 PASS RD	\$33.00
A LLC	121 W CHIPWOOD DR	\$20.00
FOAMMAN	2115 26TH STREET	\$22.00
SISTERS STRENGTHENING SISTERS HOME	527 32ND ST	\$20.00
MONEY ON DECK INC	406 PASS RD	\$30.00
THE RUSTY BARN	312 BLACK JACK OAK DR	\$20.00
CORKS AND CLEAVER BUFFET	1310 27TH AVE	\$20.00
CORNER BOUTIQUE	665 E PASS RD	\$20.00
CNO INTEL COMM	1701 28TH STREET UNIT L & M	\$22.00
FINISH LINE	3308 N MITTHOEFFER RD	\$101.75
THE PRINT SHED LLC	12100 HIGHWAY 49 N	\$20.00
RJ YOUNG COMPANY	P.O. BOX 40623	\$20.00
RJ YOUNG COMPANY	P.O. BOX 40623	\$20.00
RJ YOUNG COMPANY	P.O. BOX 40623	\$20.00
A MICHAELS CELEBRITY HAIRSTYLIST & ASSO	2512 25TH AVENUE	\$20.00
PLANET FITNESS	7101 W HWY 71 STE U-2	\$60.00
PLUCK'S CLEANING SERVICE	3520 20TH ST	\$20.00
T & S PROFESSIONALS	14034 REMINGTON DR	\$20.00
NATURAL EFFECT LAWN CARE/HANDYMAN	107 DARRAN ST	\$20.00

K & S TOWING	3682 LOWES AVE STE B	\$20.00
RYAN'S SALON OF GLORY	2905 25TH AV	\$20.00
SSH AUTO LEASE MGT	707 PASS ROAD	\$92.50
B & D SERVICES LLC	11170 VIXEN LOOP	\$20.00
CAMERO MEDICAL CLINIC	1202 BROAD AVE	\$20.00
SUNBELT MEDICAL SOLUTIONS LLC	450 E PASS RD	\$20.00
FREEDOM MOTORS	421 PASS RD	\$20.00
E.D.'S INVESTMENTS	1300 27TH AVENUE	\$20.00
EVA'S NAILS	42 PASS RD	\$20.00
THE REAL ESTATE MARKET PLACE	28 29TH STREET STE E & H	\$30.00
PERFECTION BARBER & BEAUTY	P O BOX 8522	\$20.00
BLUE CLIFF COLLEGE	12251 BERNARD PARKWAY	\$66.00
SCARBOROUGH SECURITY SERVICES	3429 WASHINGTON AVE	\$20.00
AMERICAN CASH ADVANCE	P.O. BOX 849	\$20.00
AUTOMATION PERSONNEL SERVICES INC	12259 HWY 49 SUITE	\$20.00
GULFSIDE CASINO , INC	3300 W BEACH BLVD	\$30.00
H&S WHITE SPUNNER CONTRACTING JV	1806 25TH AVENUE	\$20.00
RE/MAX RESULTS IN REAL ESTATE	12211 BERNARD PKWY	\$20.00
SKEETERS LLC	197 TEGARDEN RD	\$57.00
CELLULAR SURGEON LLC	15007 CREOSOTE RD STE B	\$20.00
CREDIT UNION SOUTH	12460 HWY 49 STE A	\$30.00
J P ESTATE ANTIQUES	213 PASS RD	\$20.00
NEWK'S EXPRESS CAFE	10381 OLD HWY 49	\$165.00
THE IRWIN BROWN CO	1607 24TH AVE B	\$30.00
TONY NELSON KING OF PHILLY CHEESE STEAKS	11 PASS RD	\$35.00
TRACTOR SUPPLY COMPANY # 1538	200 POWELL PL	\$440.00
WALMART #6323	11333 HWY 49	\$815.00
ROYALE SALON	3224 D AVE #A-4	\$20.00
ALL CLEAN JANITORIAL SERVICE	1806 25TH AVENUE	\$20.00
BED BREAKFAST & BEYOND	2226 32ND STREET	\$20.00
H&S COMM & IND SUPPLY & SERVICES	1806 25TH AVENUE	\$20.00
HOLDERS RESTAURANT	617 28TH ST	\$35.00
STAFF PRO LLC	238 COURTHOUSE ROAD	\$20.00
THE UNIFORM OUTLET	10000 FACTORY SHOPS BLVD	\$32.50
WOLVERTON PROPERTY MANAGEMENT	14 OLD OAK LN	\$20.00
BARNEY'S INC	218 FOUR PARK RD	\$40.00
DIXIE FIREARMS LLC	2402 COLLINS BLVD	\$20.00
FAIRFIELD INN AND SUITES	201 N FRANKLIN ST STE 2570	\$30.00
HABITAT FOR HUMANITY MS GULF COAST INC	2214 34TH STREET	\$72.00
HARRISON FINANCIAL SERVICES, INC	1380 26TH AVE	\$30.00
HEINRICH AND ASSOCIATES LLC	370 COURTHOUSE RD	\$30.00
LLOYDS QUALITY AUTOMOTIVE	14421 DEDEAUX RD	\$20.00
RUN-N-TRI COMPANY	9138 CARL LEGETT ROAD	\$25.00
SHEAR BEAUTY SALON	1116 COWAN RD	\$20.00
TAMALE SHAK	1717 30TH AVENUE	\$20.00
THE CATS MEOW	2402 COLLINS BLVD	\$20.00
UPPERCUTS MENS HAIR SALOON	12373 HWY 49 STE 4	\$30.00

TERRY COBB CONTRACTOR	101 SOUTH WILSON BLVD	\$22.00
TORRID #5337	10000 FACTORY SHOP BLVD	\$50.00
WENDYS #247	263 WAGNER PL	\$30.00
WENDYS #243	263 WAGNER PL	\$30.00
WENDY'S #242	263 WAGNER PLACE	\$30.00
POUR HOUSE	11444 HWY 49	\$30.00
BJ'S LANDSCAPING & LAWN CARE	1260 28TH ST	\$20.00
SUSPENSION DIMENSION LLC	24 - 51ST STREET	\$20.00
VITAL HOME CARE HEALTH SERVICES	P O BOX 10568	\$20.00
ALLEN HYUNDAI	624 E PASS RD	\$108.00
TOTAL APRIL		\$2,571.25
ATLANTIC MARKSMEN	14500 B CREOSOTE ROAD	\$20.00
DEEP SOUTH MOTORS INC	14275 DEDEAUX RD	\$32.50
NP FAMILY MEDICAL CLINIC	2300 24TH AVE	\$20.00
LISA NAILS SPA	1720 E PASS RD #B	\$20.00
JJ WASHDOWN	116 S KERN DR	\$20.00
MUD N BUTTER BLISS LLC	203 FIRST ST SOUTH	\$20.00
CASSADY & ASSOCIATES	1714 22ND AVE	\$30.00
SUN UP R SUN DOWN SPOTLESS CLEANING SERV	3910 MONTEREY DR	\$20.00
THE YOGA BARRE LLC	204 COURTHOUSE RD	\$20.00
MISSISSIPPI DEVELOPMENT COMPANY	1325 25TH AVE SUITE A	\$20.00
FIRE & SAFETY COMMODITIES INC	922 INDUSTRY ROAD	\$20.00
TEXAS ROADHOUSE	15510 DANIEL BLVD	\$120.00
HIGHWAYS & HEDGES LAWN CARE	12492 WALKER RD	\$20.00
TOUCH OF ELEGANCE BEAUTY / BARBER SALON	2323 24TH AVENUE	\$22.00
WEAVER ELECTRIC INC	3911 BELMEDE DR	\$96.00
HONEY CREEK ANTIQUES	705 NICHOLSON AVE	\$20.00
SPIN THE WORLD	10000 FACTORY SHOPS BLVD	\$20.00
MAGNOLIA SOUTH LLC	15373 ST CHARLES ST	\$20.00
DEACONESS HOMECARE	P O BOX 51266	\$66.00
OCEAN WAVE ANTIQUITIES	2191 RUSTWOOD DR	\$20.00
ANOINTED HAIR SALON	15097 WESLEY CIRCLE	\$20.00
BROTHERS USED TIRES	3026 25TH AVE SUITE A	\$20.00
JW QUICK STOP	8261 ARKANSAS AVENUE	\$38.50
PREMIER BLENDS LLC	P O BOX 3722	\$20.00
DEWITT CHIROPRACTIC	15465 OAKLANE	\$20.00
JET BLAST	518 34TH STREET	\$20.00
PANDA HOUSE II	11370 HWY 49 STE B	\$20.00
RYAN ALSTON LAWN CARE	4602 KENDALL AVE	\$20.00
A PET'S MEMORY FUNERAL / CREMATORY LLC	1520 28TH STREET	\$20.00
SHANTI YOGA AND COUNSELING	2352 E PASS RD	\$20.00
WHARTON-SMITH INC	1087 E PASS RD	\$20.00
MACKS MAINTENANCE & REPAIR	10728 E BAYTREE DR	\$20.00
SIEMENS INDUSTRY INC	14231 SEAWAY RD SUITE F2	\$63.00
DISCOUNT TIRE & RIMS LLC	1799 PASS RD	\$20.00
DROPPING ROBIN	13081 LAKE FLORENCE ROAD	\$20.00
GULF COAST DENTAL CENTER	28 PASS RD STE 3	\$30.00

H & S HOLDINGS	4002 ADAMS AVE	\$20.00
ROYAL SUPER BUFFET	12057 E HWY 49	\$45.00
BILOXI STREET FOOD	2106 33RD ST	\$20.00
MAKEUP MARKETERS TRAINING/RECRUITING CTR	600 E PASS RD SUITE A	\$20.00
SOUTH MISSISSIPPI OBGYN LLC	428 COURTHOUSE RD	\$20.00
RUIZ CONTRACTING SOLUTIONS LLC	10380 THREE RIVERS RD	\$36.00
BUTCHER DISTRIBUTORS LLC	15019 WHITE ROAD	\$20.00
COOL BREEZE LLC	2304 19TH ST STE 203	\$20.00
FAMILY DOLLAR STORE	ATTN: TAX AND LICENSE DEPT	\$20.00
ORANGE GROVE URGENT CARE	10556 HIGHWAY 49	\$20.00
DOLGENCORP LLC	100 MISSION RIDGE	\$62.50
FELIXS RESTAURANT & OYSTER BAR	8311 OAK ST	\$120.00
GULF COAST PLAY THERAPY & FAMILY SERVICE	370 COURTHOUSE RD	\$20.00
MODERN SYNERGY	11435 ASHTON LN E	\$20.00
J B WOODMAN INC	P.O. BOX 3491	\$20.00
HANDYMAN SOLUTION	1303 37TH AVE	\$20.00
3 GUYS	1408 VARNADO ST	\$20.00
EAGLE REBAR & CABLE CO INC	14411 HWY 49	\$141.90
EXPRESS CHECK ADVANCE OF MISSISSIPPI LLC	376 PASS RD	\$22.00
JOHN'S CONSTRUCTION CO	538 26TH ST	\$22.00
JOHN'S CONSTRUCTION CO	538 26TH ST	(\$22.00)
JOHN'S CONSTRUCTION CO	538 26TH ST	\$22.00
FOUNDATION GAMING GROUP LLC	2310 19TH ST	\$20.00
CAMELLIA HOME HEALTH OF THE GULF COAST	11703 HIGHLAND CIRCLE	\$117.00
F & J LAWN SERVICE	3906 21ST STREET	\$20.00
GARDNER REALTORS	3332 N WOODLAWN AVE	\$20.00
HANDBORO CLEANER & TAILORS	12068 HIGHWAY 49 NORTH	\$20.00
LOANMAX,LLC.	422 PASS RD	\$20.00
LUMBER LIQUIDATORS INC	9444 HWY 49	\$75.00
MAMA'S SEAFOOD & GRILL LLC	13211 DEDEAUX RD	\$30.00
MUNRO PRODUCTS INC	2701 13TH AVENUE	\$25.00
OIL OF GLADNESS ICE CREAM & SNOWCONE	1709 19TH AVENUE	\$25.00
OIL OF GLADNESS PRODUCE & CONTRACTING	1709 19TH AVENUE	\$25.00
PASS RD FLEA MARKET	397 GREENWOOD DRIVE	\$20.00
RAMEY HOSLEY & ASSOCIATES LLC	839 28TH ST	\$20.00
SEAGRAPES WINE CAFE	2419 14TH ST	\$35.00
THE CONE ZONE	1248 28TH STREET	\$25.00
AFFORDABLE CABINETS PLUS	34-29TH STREET	\$20.00
THE ALMANETT LLC	1514 18TH AVE	\$20.00
CHANCELLOR SUPPLY INC	2510 32ND STREET	\$250.00
MCCORMICK FAMILY DENTISTRY	3506 WASHINGTON AVENUE	\$30.00
SHOP N GO LLC	8304 HWY 49 #A	\$35.00
KILANTAS	901 PASS RD	\$20.00
TEMP AIR	14301 CREOSOTE RD	\$20.00
SERVICEMASTER PROFESSIONAL SERVICES	PO BOX 745	\$30.00
SERVICEMASTER PROFESSIONAL SERVICES	PO BOX 745	\$30.00
SERVICEMASTER PROFESSIONAL SERVICES	PO BOX 745	\$30.00

CANVAS & COCKTAILS	204 COURTHOUSE RD	\$20.00
TOTAL MAY 2017		\$5,404.40
GRAND TOTAL		\$16,437.11



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 06/14/2017

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: June 9, 2017

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 20th day of June, 2017.

Please place the attached item on the Council agenda for June 20, 2017.

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: June 9 2017

To: Mayor Billy Hewes
City Council Members

From: Code Enforcement

RE: Resolutions awarding bids for lot cleanups and/or demolition of certain property within the City of Gulfport and providing for assessment of cost to the said properties being described:

Awarding of Bids

WARD 1

- Parcel 1: 0710M-01-048.000. Lots 27-29 Inc., Blk. 17, Glen Terrace awarded to Twin City Lawn Care for \$485.00 to cut and clean grounds and remove all trash and debris from site located at 2923 56th Avenue. (Gulf South Equity Inv.)
- Parcel 2: 0711J-07-058.000. Lots 14-15, Blk. 6, Gaston Point Add. awarded to Twin City Lawn Care for \$365.00 to cut and clean grounds and remove all trash and debris from site located on Woodward Avenue. (Brooks)
- Parcel 3: 0711J-07-057.000. Lots 16-17, Blk. 6, Gaston Point Add. awarded to Twin City Lawn Care for \$365.00 to cut and clean grounds and remove all trash and debris from site located at 1103 Woodward Avenue. (Brooks)
- Parcel 4: 0711J-01-007.000. Lots 13-14, Blk. 4, Virginia Hill Place awarded to Twin City Lawn Care for \$420.00 to cut and clean grounds and remove all trash and debris from site located at 1301 42nd Avenue. (Kontur Est.)
- Parcel 5: 0711G-04-012.000. Lot 5, Blk. 14, Jonestown McCaughan Add. awarded to Twin City Lawn Care for \$420.00 to cut and clean grounds and remove all trash and debris from site located at 1915 44th Avenue. (Sailors Est.)
- Parcel 6: 0711G-01-058.000. Lots 18-20 Inc., Blk. 15, Jonestown McCaughan Add. awarded to Twin City Lawn Care for \$935.00 to cut and clean grounds and remove all trash and debris from site located at 1914 44th Avenue. (Jones Est.)
- Parcel 7: 0711H-06-018.001. Lots 13-15, Blk. 1, Woodlawn Subd. awarded to Twin City Lawn Care for \$470.00 to cut and clean grounds and remove all trash and debris from site located at 2101 41st Avenue. (Craig Est.)
- Parcel 8: 0710I-04-007.000. Lot 177 Villa Del Rey Subd. awarded to Twin City Lawn Care for \$1980.00 to board up and secure all openings. Cut and clean grounds and remove all trash and debris from site located at 3915 Monterey Drive. (Price Est.)

WARD 2

- Parcel 9: 0711I-02-012.000. Lots 12-13, Blk. 1, Hungerford Add. awarded to Ladner Lawn and Tractor Service for \$197.00 to cut and clean grounds and remove all trash and debris from site located at 3424 12th Street. (Sarris)
- Parcel 10: 0711H-03-015.000. Lots 16-17, Blk. 9, Gulf Gardens awarded to B & B Construction for \$250.00 to cut and clean grounds and remove all trash and debris from site located at 1609 Fern Avenue. (Daum)
- Parcel 11: 0711O-04-096.000. Lots 16-18, Blk. 6, Island View awarded to Ladner Lawn and Tractor Service for \$197.00 to cut and clean grounds and

remove all trash and debris from site located at 4618 Finley Street.
(Pepe)

WARD 3

- Parcel 12: 0810D-02-032.000. Lots 28-32 Inc., Blk. 145, North Gulfport awarded to B & B Construction for \$450.00 to cut and clean grounds and remove all trash and debris from site located on Tyler Street. (Buckhalter)
- Parcel 13: 0809M-02-004.049. Lot G, Forest Heights awarded to B & B Construction for \$650.00 to cut and clean grounds and remove all trash and debris from site located on Holly Circle. (Griggs)
- Parcel 14: 0810N-03-021.001. Lot 4, Blk. 11, Standard Land Subd. awarded to B & B Construction for \$425.00 to cut and clean grounds and remove all trash and debris from site located at 2207 30th Street. . (Robinson)
- Parcel 15: 0811G-01-005.000. Lot 40, Blk. 20, Soria City awarded to B & B Construction for \$350.00 to cut and clean grounds and remove all trash and debris from site located on 21st Street. (State of Miss)
- Parcel 16: 0811G-01-004.000. Lot 41, Blk. 20, Soria City awarded to B & B Construction for \$350.00 to cut and clean grounds and remove all trash and debris from site located at 1535 21st Street. (Daley)

WARD 4

- Parcel 17: 0910K-01-059.000. Lot 59, Belmede Subd. awarded to Ladner Lawn and Tractor Service for \$297.00 to cut and clean grounds and remove all trash and debris from site located at 3901 Washington Avenue. (Wilson)

WARD 6

- Parcel 18: 0808I-01-001.003. This parcel awarded to Ladner Lawn and Tractor Service for \$619.00 to cut and clean grounds and remove all trash and debris from site located at 11574 Three Rivers Road. (Shular Inv. LLC)
- Parcel 19: 0907P-01-025.000. Lot 9, Blk. 1, Rolling Acres Subd. awarded to Ladner Lawn and Tractor Service for \$347.00 to cut and clean grounds and remove all trash and debris from site located at 13175 Bonnie Street. (Minton)

WARD 7

- Parcel 20: 0707H-03-046.000. This parcel awarded to B & B Construction for \$550.00 to remove graffiti. Cut and clean grounds and remove all trash and debris from site located on Old Highway 49. (Knight)
- Parcel 21: 0708H-03-003.000. This parcel awarded to Ladner Lawn and Tractor Service for \$379.00 to cut and clean grounds and remove all trash and debris from site located at 16143 Robinson Road. (Adams Et Al)
- Parcel 22: 0808K-03-019.000. Lot 2, Blk. 2, Bel-Aire Subd. awarded to B & B Construction for \$350.00 to cut and clean grounds and remove all trash and debris from site located at 403 Wilson Blvd. (Nohrer Jr.)
- Parcel 23: 0808B-02-039.000. Lot 33, Briarwood South Subd. Replat awarded to Ladner Lawn and Tractor Service for \$399.00 to cut and clean grounds and remove all trash and debris from site located at 14419 Rhonda Court. (Amadeo)

Total \$11520.00

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 20th day of June, 2017, the following Resolution:

**A RESOLUTION AWARDING AND/OR REJECTING BIDS FOR LOT CLEANUP
AND/OR DEMOLITION OF CERTAIN PROPERTY WITHIN THE CITY OF
GULFPORT AND PROVIDING FOR THE ASSESSMENT OF COSTS TO THE SAID
PROPERTIES**

WHEREAS, at a prior meeting of the Gulfport City Council, certain and various properties located within the City of Gulfport were declared to be in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community; and

WHEREAS, by prior action of this Council, the City of Gulfport was authorized to advertise for bids to perform the noted and required work on the identified properties; and

WHEREAS, having advertised for bids and having received bids, the following represent the lowest and best bids received (per parcel) for the work as described therein:

- | | |
|------------|--|
| Parcel 1: | 0710M-01-048.000. Lots 27-29 Inc., Blk. 17, Glen Terrace awarded to Twin City Lawn Care for \$485.00 to cut and clean grounds and remove all trash and debris from site located at 2923 56th Avenue. (Gulf South Equity Inv.) |
| Parcel 2: | 0711J-07-058.000. Lots 14-15, Blk. 6, Gaston Point Add. awarded to Twin City Lawn Care for \$365.00 to cut and clean grounds and remove all trash and debris from site located on Woodward Avenue. (Brooks) |
| Parcel 3: | 0711J-07-057.000. Lots 16-17, Blk. 6, Gaston Point Add. awarded to Twin City Lawn Care for \$365.00 to cut and clean grounds and remove all trash and debris from site located at 1103 Woodward Avenue. (Brooks) |
| Parcel 4: | 0711J-01-007.000. Lots 13-14, Blk. 4, Virginia Hill Place awarded to Twin City Lawn Care for \$420.00 to cut and clean grounds and remove all trash and debris from site located at 1301 42nd Avenue. (Kontur Est.) |
| Parcel 5: | 0711G-04-012.000. Lot 5, Blk. 14, Jonestown McCaughan Add. awarded to Twin City Lawn Care for \$420.00 to cut and clean grounds and remove all trash and debris from site located at 1915 44th Avenue. (Sailors Est.) |
| Parcel 6: | 0711G-01-058.000. Lots 18-20 Inc., Blk. 15, Jonestown McCaughan Add. awarded to Twin City Lawn Care for \$935.00 to cut and clean grounds and remove all trash and debris from site located at 1914 44th Avenue. (Jones Est.) |
| Parcel 7: | 0711H-06-018.001. Lots 13-15, Blk. 1, Woodlawn Subd. awarded to Twin City Lawn Care for \$470.00 to cut and clean grounds and remove all trash and debris from site located at 2101 41st Avenue. (Craig Est.) |
| Parcel 8: | 0710I-04-007.000. Lot 177 Villa Del Rey Subd. awarded to Twin City Lawn Care for \$1980.00 to board up and secure all openings. Cut and clean grounds and remove all trash and debris from site located at 3915 Monterey Drive. (Price Est.) |
| Parcel 9: | 0711I-02-012.000. Lots 12-13, Blk. 1, Hungerford Add. awarded to Ladner Lawn and Tractor Service for \$197.00 to cut and clean grounds and remove all trash and debris from site located at 3424 12th Street. (Sarris) |
| Parcel 10: | 0711H-03-015.000. Lots 16-17, Blk. 9, Gulf Gardens awarded to B & B Construction for \$250.00 to cut and clean grounds and remove all trash and debris from site located at 1609 Fern Avenue. (Daum) |
| Parcel 11: | 0711O-04-096.000. Lots 16-18, Blk. 6, Island View awarded to Ladner Lawn and Tractor Service for \$197.00 to cut and clean grounds and remove all trash and debris from site located at 4618 Finley Street. (Pepe) |
| Parcel 12: | 0810D-02-032.000. Lots 28-32 Inc., Blk. 145, North Gulfport awarded to B & B Construction for \$450.00 to cut and clean grounds and remove all trash and debris from site located on Tyler Street. (Buckhalter) |

- Parcel 13: 0809M-02-004.049. Lot G, Forest Heights awarded to B & B Construction for \$650.00 to cut and clean grounds and remove all trash and debris from site located on Holly Circle. (Griggs)
- Parcel 14: 0810N-03-021.001. Lot 4, Blk. 11, Standard Land Subd. awarded to B & B Construction for \$425.00 to cut and clean grounds and remove all trash and debris from site located at 2207 30th Street. (Robinson)
- Parcel 15: 0811G-01-005.000. Lot 40, Blk. 20, Soria City awarded to B & B Construction for \$350.00 to cut and clean grounds and remove all trash and debris from site located on 21st Street. (State of Miss)
- Parcel 16: 0811G-01-004.000. Lot 41, Blk. 20, Soria City awarded to B & B Construction for \$350.00 to cut and clean grounds and remove all trash and debris from site located at 1535 21st Street. (Daley)
- Parcel 17: 0910K-01-059.000. Lot 59, Belmede Subd. awarded to Ladner Lawn and Tractor Service for \$297.00 to cut and clean grounds and remove all trash and debris from site located at 3901 Washington Avenue. (Wilson)
- Parcel 18: 0808I-01-001.003. This parcel awarded to Ladner Lawn and Tractor Service for \$619.00 to cut and clean grounds and remove all trash and debris from site located at 11574 Three Rivers Road. (Shular Inv. LLC)
- Parcel 19: 0907P-01-025.000. Lot 9, Blk. 1, Rolling Acres Subd. awarded to Ladner Lawn and Tractor Service for \$347.00 to cut and clean grounds and remove all trash and debris from site located at 13175 Bonnie Street. (Minton)
- Parcel 20: 0707H-03-046.000. This parcel awarded to B & B Construction for \$550.00 to remove graffiti. Cut and clean grounds and remove all trash and debris from site located on Old Highway 49. (Knight)
- Parcel 21: 0708H-03-003.000. This parcel awarded to Ladner Lawn and Tractor Service for \$379.00 to cut and clean grounds and remove all trash and debris from site located at 16143 Robinson Road. (Adams Et Al)
- Parcel 22: 0808K-03-019.000. Lot 2, Blk. 2, Bel-Aire Subd. awarded to B & B Construction for \$350.00 to cut and clean grounds and remove all trash and debris from site located at 403 Wilson Blvd. (Nohrer Jr.)
- Parcel 23: 0808B-02-039.000. Lot 33, Briarwood South Subd. Replat awarded to Ladner Lawn and Tractor Service for \$399.00 to cut and clean grounds and remove all trash and debris from site located at 14419 Rhonda Court. (Amadeo)

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 _____, 2017.

(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 _____, 2017.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Henrietta Spaulding, Procurement Specialist
Purchasing

Date: 05/31/2017

Subject: Letter - regarding bid awarded by Purchasing for 8" x 14" PVC Pipe for Inventory -
Public Works Department - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council
From: Henrietta Spaulding, Procurement Specialist



Date: May 31, 2017

Re: 8" X 14" PVC PIPE (Inventory)

Public Works Department

I have reviewed the bids received on the above referenced item and recommend acceptance of the lowest best bid as submitted by **MS Utilities Supply Company** at a cost of **\$9,948.82**.

I have issued Purchase Order # 193130. Please see tabulation sheet below for your review and request that this item be spread across the minutes.

Thank you for your consideration.

Vendor	Description	Unit Price	Ext. Price
MS Utilities Company	8 x 14 PVC Sewer Pipe	\$9,948.82	\$9,948.82
Consolidated Pipe	8 x 14 PVC Sewer Pipe	\$10,407.60	\$10,407.60
Coburn's	8 x 14 PVC Sewer Pipe	\$10,800.86	\$10,800.86



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Fire Department

Date: 06/02/2017

Subject: Letter - regarding bid awarded by Purchasing for compressor - 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, CPPB

Date: June 2, 2017

Re: Compressor
Fire Department
Bids Received 05-30-2017

I have reviewed the bids received on the above referenced item and find Sunbelt Fire to be the lowest and best bid for a total amount of \$46,935.00.

I have issued Purchase Order # 193167 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Compressor Fire Department Bids Received 05/30/2017				PO #193167
DESCRIPTION	Sunbelt Fire	ACI Fire	Safe Air Systems	
Integrated purification system that meets NFPA 1989 requirements for firefighting and Grade E air for SCUBA UNIII/18H-E3 or equal	Price	Price	Price	
	\$46,935.00	\$59,674.00	\$61,374.00	



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Leisure Services

Date: 06/12/2017

Subject: Letter of Recommendation regarding Security Services for Jones Park.

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 _____, 2017, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE
MEMORANDUM OF UNDERSTANDING WITH SWETMAN SECURITY SERVICE,
TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME, AND FOR RELATED
PURPOSES**

WHEREAS, the City of Gulfport is preparing for the Harbor Lights Winter Festival to be held in Jones Park from November 24, 2017, thru December 31, 2017; and

WHEREAS, the City of Gulfport is planning for the third Winter Festival to be one that is again enjoyed by residents and visitors from up and down the Mississippi Gulf Coast and beyond and is planning for activities that will enchant all ages; and

WHEREAS, Swetman Security Service has proposed furnishing Security Guard and parking Services at the Winter Festival (and in the months leading up to the Festival); and conditions set forth in the attached Memorandum of Understanding (See Exhibit “A” hereto);

WHEREAS, it is believed to be in the best interest of the City of Gulfport that the City enter into the attached Memorandum of Understanding with Swetman Security Service.

**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 Memorandum of Understanding attached hereto as Exhibit “A” be and the same is hereby approved contingent upon any and all licensing, insurance and/or other requirement(s) deemed necessary by the legal department, and the Mayor is authorized to execute and deliver the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect as provided by law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2017.

(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 _____, 2017.

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: June 12, 2017

**Re: Sweetman Security Proposal
2017 Gulfport Festival of Lights
Department of Leisure Services**

The Department of Leisure Services requests your permission to enter into a Memorandum of Understanding with Sweetman Security Services to provide Security Guard Services from June 20, 2017 through October 15, 2017 from 8:00 pm until 6:00 am for \$17,780.00 and again beginning on October 16, 2017 until January 21, 2018 in the amount of \$41,300.00 for a total amount due of \$59,080.00 I have attached a copy of the quotes for your review.

It is my recommendation to approve this request contingent upon any and all licensing, insurance and/or other requirement(s) deemed necessary by the legal department.

Thank you for your consideration.



Invoice

Bill To
CITY OF GULFPORT/Special Events

Date	Invoice #
6/9/2017	9749

P.O. No.	Terms
	DUE ON RECPT

Quantity	Description	Rate	Amount
1,270	SECURITY GUARD SERVICE FESTIVAL OF LIGHTS OVERNIGHTS - 6/20/2017 thru 9/15/2017 (127 NIGHTS) 8:00 PM - 6:00 AM	14.00	17,780.00

THANK YOU FOR YOUR BUSINESS.

Total \$17,780.00



Invoice

Bill To
CITY OF GULFPORT/Special Events

Date	Invoice #
4/12/2017	9570

		P.O. No.	Terms
			DUE ON RECPT
Quantity	Description	Rate	Amount
	SECURITY GUARD SERVICE OCTOBER 16, 2017 THRU JANUARY 21, 2018 FESTIVAL OF LIGHTS		
546	OVERNIGHTS OCT 16-NOV 23 (39 NIGHTS)	14.00	7,644.00
648	OVERNIGHTS - BARKSDALE & DANCING TREES 2 GUARDS - NOV 24-DEC 31 (36 NIGHTS)	14.00	9,072.00
294	OVERNIGHTS JAN 1-21 (21 NIGHTS)	14.00	4,116.00
76	HOLIDAY HOURS DEC 24 & 25 - 1 GUARD 7AM-5PM & 2 GUARDS 5PM-7AM	14.00	1,064.00
252	SHOW HOURS SUPERVISOR - NOV 24-DEC 31 (36 NIGHTS) 4PM-11PM	17.00	4,284.00
1,080	5 GUARDS - NOV 24-DEC 31 (36 NIGHTS) 430PM-1030PM	14.00	15,120.00
THANK YOU FOR YOUR BUSINESS.		Total	\$41,300.00



Invoice

Bill To
CITY OF GULFPORT/Special Events

Date	Invoice #
4/12/2017	9571

		P.O. No.	Terms
			DUE ON RECPT
Quantity	Description	Rate	Amount
1	SECURITY GUARD SERVICE NOVEMBER & DECEMBER 2017 FESTIVAL OF LIGHTS PARKING MANAGEMENT	7,500.00	7,500.00
THANK YOU FOR YOUR BUSINESS.		Total	\$7,500.00

01/08/2017

PRODUCER 630.582.2800 FAX 630.582.2803

Izzo Insurance Services, Inc.
150 S. Bloomingdale Road
Bloomingdale, IL 60108-1494

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC

INSURED Swetman Security Service, Inc.
180 Delauney St.
Biloxi, MS 39530-3816

INSURER A: Arch Insurance Company

011150

INSURER B: Travelers Casualty Ins Co

19046

INSURER C: Zenith Insurance Co.

13269

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	BSPKG0299000	01/08/2017	01/08/2018	EACH OCCURRENCE \$ 1,000,000
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
		☒ Errors & Omissions				PERSONAL & ADV INJURY \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 5,000,000
		☒ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG \$ 5,000,000
B		AUTOMOBILE LIABILITY	BA2712R446	06/19/2016	06/19/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		☒ ANY AUTO				BODILY INJURY (Per person) \$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		☐ HIRED AUTOS				
		☐ NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		☐ ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS / UMBRELLA LIABILITY	BSFXS0041000	01/08/2017	01/08/2018	EACH OCCURRENCE \$ 5,000,000
		☒ OCCUR ☐ CLAIMS MADE				AGGREGATE \$ 5,000,000
		☐ DEDUCTIBLE				\$
		☒ RETENTION \$ 10,000				\$
						\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Z127418702	10/04/2016	10/04/2017	☒ WC STATU-TORY LIMITS ☐ OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

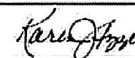
CANCELLATION

THIS CERTIFICATE INDICATES CURRENT COVERAGE. WHEN A CONTRACT IS AWARDED, A PERSONALIZED CERTIFICATE CAN BE ISSUED AT THE REQUEST OF THE INSURED.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Karen Izzo/LISA



**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
GULFPORT, MISSISSIPPI, AND SWETMAN SECURITY SERVICE FOR SECURITY
SERVICES IN JONES PARK**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter, "MOU") by and between the City of Gulfport, Mississippi (hereinafter called CITY) and Swetman Security Service, Inc., (hereinafter called Swetman) relates to and governs the provision of security and parking services in Jones Park and in connection with the 2017 Harbor Lights Festival for the period specified, as more fully defined below and on the terms and conditions and under the authority hereinafter set forth:

IT IS HEREBY UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO, AS FOLLOWS, TO-WIT:

1. **SCOPE OF SERVICES:** Swetman shall, in a satisfactory and proper manner, under the terms and conditions provided herein, and in accordance with any governing laws, regulations or professional standards, provide staffing as set forth in the quote attached hereto during periods June 20, 2017, thru January 21, 2018. The hours are contingent on weather and patron traffic loads during the special event. Swetman shall also make provision for prompt and effective communication with the City with respect to all work and service undertaken pursuant to this MOU.
2. **CONSIDERATION.** The City of Gulfport shall pay to Swetman the base sum of \$59,080.00 payable at the completion of the event for services provided during the Term of this MOU, which shall constitute payment for services rendered.
3. **INDEPENDENT CONTRACTOR; PROFESSIONAL SERVICES CONTRACT; MATERIALS, EQUIPMENT, AND RESOURCES.** (a) Swetman certifies that he shall be licensed, certified, experienced, and qualified and able to perform any and all services for which he accepts engagement under this MOU, and Swetman agrees to notify City immediately if any license is terminated or suspended or his credentials change so as to limit his professional qualifications, which shall be grounds for cancellation of this MOU and of any further obligations for payment of unearned fees by the City hereunder. (b) This is a professional services contract in which Swetman shall at all times be acting as and considered an independent contractor with the City and not an employee of the City. Swetman shall have no claim under this MOU or otherwise against the City for wages, salary, vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation disability, unemployment insurance benefits, or benefits of any kind or sort other than the compensation as set forth herein. (c) Swetman agrees that he has secured or will secure at his own expense, all persons, employees, equipment, and other resources required to perform the services contemplated and required under this MOU.
4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire MOU between City and Swetman, consist of this MOU and attachments hereto. There are no Contract Documents other than those listed or incorporation herein.
5. **TERM.** The term of this MOU shall be from June 20, 2017, thru and including and January 21, 2018 ("Term") unless sooner terminated or canceled as set forth herein.

6. TERMINATION. (a) *For convenience*. Either party may terminate this MOU at any time for any reason (or no reason) by giving the other party written notice of termination at least thirty (30) days prior to the effective date of termination. Should this MOU be terminated pursuant to the immediately-preceding provision, the Swetman agrees to complete all assigned or pending work unless the City notifies the Swetman such work does not have to be completed at such termination. (b) *For default*. Breach or failure to perform any provision of this MOU shall be an “event of default.” If the party in breach fails to cure any default within fifteen (15) days from receipt of written notice of an event of default, then this MOU may be terminated immediately for default by written notice to the breaching party or party in default and in such event, either party may assert any remedies at law or in equity that it/he deems to be entitled for breach of contract.
7. WAIVER; REMEDIES. (a) Failure to enforce any provision of this MOU in which an event of default has occurred shall not constitute a waiver of rights to subsequently enforce this contract and each provision hereof. To the extent allowable by law, and subject to any state and federal law immunities, each party agrees to indemnify the other against any loss or damages resulting from an event of default not cured as provided herein. (b) If any party is required to obtain or utilize the services of an attorney to enforce any provision of this MOU for failure to cure any default as herein provided, then the party in default shall be liable for the other party’s reasonable attorney’s fees and costs of litigation.
8. ASSIGNABILITY AND SUBCONTRACTING. Swetman shall not assign any interest in this MOU, and shall not transfer any interest in same without the prior written consent of the City thereto, which shall not be unreasonably withheld by the City.
9. DISCRIMINATION. Swetman understands that City is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and Swetman agrees during the term of this MOU to adhere strictly to this Policy in its employment practices and provision of services.
10. INDEMNITY. Swetman and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including, without limitation, attorneys’ fees, which in any way arise out of or relate to any acts of omission or commission of or attributed to Swetman and/or its agents, servants, employees, visitors, invites, guests, and representatives, including, but not limited to, those asserted as negligent, gross negligent, and/or intentional and with respect to any and all claims made against the City of Gulfport that may arise out of or relate in any way to the work performed hereunder by Swetman.
11. ENTIRE MOU. This MOU constitutes the entire MOU between the City and Swetman relating to the scope of services set forth herein and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto.
12. SEVERABILITY; NON-ENDORSEMENT. If any word, clause, sentence, paragraph, condition, provision, or term of this MOU is or hereafter becomes legally unenforceable, the same shall be severed from this MOU, and all remaining provisions of this MOU shall

be unaffected, and shall be interpreted in accordance with the express written intention of this MOU.

13. **AMENDMENT/MODIFICATION.** Any provision of this MOU may be amended upon mutual MOU of the Parties, executed in writing, and the observance of any provision may be waived only in writing signed by a duly authorized representative of the Parties.
14. **RECORDS RETENTION.** Swetman represents that it will maintain files and documents pertaining to this MOU in accordance with this MOU, which in the professional judgment of the Swetman and/or the City, are determined necessary. Such records will be maintained by the Swetman for a minimum period of one (1) year following termination or the end of this MOU. This MOU does not limit the Swetman's other legal and/or ethical obligations to preserve files and records.
15. **APPLICABLE LAW.** This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi, and any litigation with respect thereto shall be brought in the courts of Harrison County, Mississippi. Swetman affirmatively states that it is aware and understands that it is solely responsible for procuring all permits and permissions to perform the work contemplated in this MOU. Swetman further states that it is aware and understands that it is responsible for ensuring that all applicable laws, statutes, ordinances, regulations or other governmental rules, federal, state or local, are followed and/or complied with in the execution of the scope of services found in this MOU. Swetman agrees to abide by any request made by the City as may be required by any deed restrictions placed upon property contained in the area allocated for the Festival. Any and all vending operations and commercial activities allowed in or around the Jones Park festival venue by the Company shall be for the sole purpose of promoting the public entertainment purpose of the festival, and shall be allowed to operate only during the festival event times, and shall be in the nature of concessions and the sale of goods and entertainment provisions that promote and celebrate the Festival and the City of Gulfport.
16. **INSURANCE.** Swetman shall maintain general liability insurance, with a minimum coverage limits of one million dollars (\$1,000,000.00) which shall cover all work performed by Swetman and any claims that may arise against Swetman in connection with the services to be furnished pursuant to this MOU. Swetman shall maintain workers compensation insurance, within the limits required by law and/or employee liability insurance. Swetman shall name the City of Gulfport as an additional named insured on all Swetman's policies required hereunder. Swetman shall inform and notify the City in writing within fourteen (14) days of any claims of liability resulting from the execution of the work required by the scope of work herein. Swetman shall provide proof of coverage. Within thirty (30) days of annual expiration of Swetman's insurance policy(ies), Swetman shall provide City with proof of renewal or proof of coverage by a different carrier. Swetman shall require each and all sub-contractors to maintain insurance in accord with the provisions set forth herein.
17. **NOTICES.** Official notice to the Swetman shall be to 180 Delauney Street, Biloxi, MS 39530 unless and until a change of address is provided to City in writing. Notice to City shall be to Mayor, City of Gulfport, 2309 15th Street, Gulfport, MS 39501 with a courtesy copy to City Attorney at same address. All official notices shall be in writing and served by U. S. Mail or by hand delivery.

18. OFFICIAL APPROVAL OF CONTRACT. This Contract shall take full force and effect only after it is approved by the Governing Authority of the City and signed by the Mayor and by Swetman. The date of last signature shall be the effective date. Any Amendment to this Contract shall be in writing and require official approval by the Governing Authority and be signed by the Mayor and the Swetman.
19. AUTHORITY TO EXECUTE. It is acknowledged by signature below that the undersigned is an authorized and proper agent and representative of Swetman and that he or she signed this MOU with full authority and on behalf of Swetman.

CITY OF GULFPORT, MISSISSIPPI

SWETMAN SECURITY SERVICE, INC.

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780, Gulfport, MS 39502

180 Delauney Street, Biloxi, MS 39530

DATE: _____

DATE: _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 06/09/2017

Subject: Legal Notice - advertisement for proposals engineering services related to Highway 49 at 18th Street Drainage Project.

Recommendation:

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. *RKR*

Date: 6/8/17

**Re: Request Authority to Advertise for Engineering Services
- Highway 49 at 18th Street Drainage**

Attached for your consideration is the Advertisement for Engineering Services for the referenced project with proposals to be received on July 28, 2017. The scope of the services includes, but is not limited to, surveying, development of construction plans/specifications, preparation of easements/right-of-way maps and deeds for purchases, environmental related services, bidding phase services, construction engineering, and inspection services.

This project is designed to correct the drainage in area of Highway 49 and 18th Street including Cardinal Flower and Pete's Eats Restaurant. The project is funded 100% by the Mississippi Development Authority using Katrina Community Development Block Grants Funds.

Please place this item on the June 20, 2017 Council Agenda.

Attachments: 1. Advertisement

City of Gulfport
Request for Proposals for Engineering Services

Legal Notice

The City of Gulfport intends to employ a consulting engineering firm to provide engineering services utilizing a Cost plus Fixed Fee, Labor Hour/Unit Price or Lump Sum/Firm Fixed Price contract for the Highway 49 and 18th Street Drainage Project. This project will include installing drainage pipe from Highway 49 near 18th Street westward under the KCS Railroad then northward to Brickyard Bayou to correct a drainage issue. The Consultant is required to provide these services including, but is not limited to, surveying, development of construction plans and specifications, preparation of easements/right-of-way maps and deeds for purchases, environmental related services, bidding phase services, construction engineering, and inspection services.

Upon selection, negotiation, and execution of contract, the City of Gulfport anticipates the duration of the consultant's contract to be approximately 3 years. We anticipate executing the contract by September 2017.

Consulting engineering firms interested in providing these services may so indicate by furnishing the City of Gulfport **One (1) original and three (3) copies plus a digital version** of an Expression of Interest which should consist of the following:

1. A cover letter specifying the name and complete description of project, the name of the project manager, and the location and address of the office to be assigned the majority of the work;
2. A resume for each principal member, the project manager, and employee(s) of the firm anticipated to be assigned to the project. Also, provide an organizational chart and list each person's experience and qualifications, including proof that the Project Manager is licensed as a Mississippi Professional Engineer and that the firm has met state licensure and certification requirements*;
3. A description of similar type work completed during the past five (5) years which qualifies the consultant for this work; the consultant's cost and consultant's schedule completion and actual completion of this work;
4. Provide any information to indicate that the team has the necessary resources, including available staff, to complete the project within the timeframe indicated above. The Consultant should indicate any other active and planned projects that any individuals, as listed on the organization chart (including any subconsultant(s)), are currently working to complete. The consultant should indicate how they plan to balance workloads to commit the staff and resources necessary to successfully complete the project on-time.
5. A response containing the information upon which the consultant will be evaluated; and,
6. Part II of Standard Form (SF) 330, Architect-Engineer Qualifications. This Form can be obtained at [http://sp.gomdot.com/Consulting%20Services/Forms/Standard%20Form%20\(SF\)%20330,%20Part%20II.pdf](http://sp.gomdot.com/Consulting%20Services/Forms/Standard%20Form%20(SF)%20330,%20Part%20II.pdf)

The City of Gulfport will evaluate the Expressions of Interest based on the following factors listed in their relative order of importance:

1. The experience in performing the type of work outlined in the Scope of Work (which can be picked up from the Office of Procurement at 1410 24th Street, Gulfport, MS 39501 or the firm may request the Scope of Work by email from cdebenport@gulfport-ms.gov);
2. Qualifications of the principals and professionals to be assigned;
3. The consultant's experience in working with projects involving public funding;
4. The extent of in-house capabilities of the firm; and
5. The consultant's size and capability of available staff to perform this work in accordance with an expedited progress schedule, considering the firm's current and planned workload.

The City of Gulfport reserves the right to select one (1) consultant or select a short list of consultants from whom more information will be required.

The City of Gulfport reserves the right to reject any and all Proposals and/or to discontinue contract execution with any party at any time prior to final contract execution.

This project is funded in part or in whole with Federal Community Development Block Grant Funds and the successful bidder must comply with all federal, state, and local requirements and regulations contained in the bid documents and contract, including but not limited to Davis-Bacon Federal Wage Rates, Section 3, and E-Verify. (Davis-Bacon Wage Rates required for this project are included in the bid packet "Federal Construction Contract Provisions." Minority and Women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

The DBE goal is 0%.

To be considered, all replies must be received by the Office of the Procurement, at 1410 24th Street, Gulfport, MS 39501, on or before 5:00 p.m. July 28, 2017. The Expressions of Interest should be submitted and marked on the outside as **"Highway 49 and 18th Street Drainage."**

This Legal Notice will appear in The Clarion Ledger and the Sun Herald on June 27, 2017 and July 5, 2017.

*Miss. Code Ann Sections 73-13-1 through 73-13-45 (1972) (as amended) govern the practice of engineering in Mississippi. Firms are encouraged to contact the Mississippi Board of Licensure for Professional Engineers and Surveyors at (601) 359-6160 to insure that individuals and firms are qualified to offer and provide services in the State of Mississippi. The Board's web address is www.pepls.state.ms.us.

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



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Purchasing

Date: 06/14/2017

Subject: Legal Notice - advertisement for proposals for city-wide electrical services.

Recommendation:

LEGAL NOTICE

The City of Gulfport is soliciting proposals from qualified individuals and/or firms to provide City-Wide Electrical Services. Proposals will be received at the Office of Procurement located at 1410 24th Avenue, Gulfport, MS 39501 until 10:00 A.M., local time on July 25, 2017, after which time they will be referred to the Selection Committee.

Bid specifications may be picked up at the Procurement Department, 1410 24th Avenue, Gulfport, MS 39501.

Inquiries - All inquiries shall be in writing and directed to the following office. No questions or requests for clarifications will be addressed within seven (7) days of the due date of the proposal.

Procurement Department
Hardy Bldg., 1410 24th Avenue
Gulfport, MS 39501
cdebenport@gulfport-ms.gov

All Women and Minority and Section 3 Contractors are encouraged to apply.

The successful bidder must adhere to the Owner's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap.

The selection committee will review each proposal based on the grading criteria published in the RFP document and will assist the City's governing authority in evaluating the submissions and assessing the most qualified. The governing authority retains the ultimate authority in making these determinations. The committee may develop a short list from which interviews will be scheduled and evaluation will be based in part on review of ONLY the data submitted in response to the request for qualifications. Upon final selection and a determination made by the City's governing authority, and a written contract may be awarded to the individual/firm whose proposal is determined by the governing authority to be the most qualified.

The Governing Authority of the City of Gulfport reserves the right to reject any and all bid proposals, and shall reject any and all bid proposals not materially responsive to this Notice of the Bid Specifications, and reserves the right to waive any and all irregularity or informality of the of the bid proposals. Selection by the Governing Authority shall not bind the Governing Authority until a final contract is agreed upon and approved by the Governing Authority.

Proposals may be held by the City of Gulfport for a period not to exceed 90 days from the date of the receipt of the proposal.

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

Publish in the Legal Section on: 06-23-17 & 06-30-17

Send Invoice & Proof of publication to: Connie Debenport, CPPB, P. O. Box 1780, Gulfport, MS 39502