



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, August 22, 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 / Appointments

- 1** Approval of minutes - for August 8, 2017.
- 2** Letter - requesting ratification of Mr. Timothy Groves to serve on the Port Restoration Advisory Commission.
- 3** Letter - requesting ratification of Mr. Johnny Atherton to serve on the Mississippi Coast Coliseum Board of Commissioners.

Code Enforcement / Planning / Ordinances

- 4** Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.
- 5** Certificate of Resubdivision - resubdivision of tax parcels containing 27,081 square feet into two parcels zoned R-1-7.5 (Single Family): located north of W Taylor Road, south of and adjacent to Bluff Lane, east of and adjacent to Bayou Bernard, west of Ridge Road - Case # 1707PC078 - Ward 4.

- 6 Certificate of Resubdivision - resubdividing the tax containing 2.15 acres into two parcels zoned B-4 (Highway Business): located north of Community Road, south of Dedeaux Road, east of Old Highway 49, and west of and adjacent to Highway 49 - Case # 1707PC079 - Ward 7.
- 7 Certificate of Resubdivision - resubdivision of 6.3 acres of land into three parcels zoned R-3 (Multi-family): located north of Green Glade Drive, south of and adjacent to South Swan Road, east of Steven Drive, and west of and adjacent to Old Highway 49 - Case # 1707PC080 - Ward 7.
- 8 Final Plat Approval - for an 11-lot single family subdivision (Brookfield Subdivision) on tax parcel containing approximately 5.6 acres, zoned R-1-15 (Single Family); located north of and adjacent to Orange Grove Road, south of Crestview Drive, east of Oak Lane Drive and west of Daisy Lane - Case #1703PC025 - Ward 7.
- 9 Ordinance - amending § 7-10(g) of Chapter 7, Article I of the Code of Ordinances of the City of Gulfport exempting the downtown district from the city existing noise ordinance, and for related purposes.
- 10 Ordinance - providing for the salary of compensation for certain positions of the City of Gulfport, Mississippi, and for related purposes.

Resolutions

- 11 Resolution - approving Memorandum Of Understanding between the City of Gulfport and AARP and authorizing the Mayor to execute the same.
- 12 Resolution - authorizing the sale by the Mississippi Development Bank of its Special Obligation Bonds, Series 2017 (Gulfport, Mississippi Public Improvement Project), in the maximum principal amount of thirty-five million dollars (\$35,000,000) to provide funds for a loan to the city, approving the form of and execution of, as applicable certain documents to be used in connection with the Bank Bond and Loan, and taking further actions relating to the Bank Bonds and Loan and for related purposes.
- 13 Resolution - approving Agreement for sheltering services between the City of Gulfport and the Humane Society of South Mississippi and authorizing the Mayor to execute the same.
- 14 Resolution - approving Interlocal Agreement between the cities of Biloxi, Gulfport and County of Harrison, Mississippi for the application of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2017.
- 15 Resolution - regarding RFP received for City Wide Electrical Services and authorizing negotiation of contract.
- 16 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport Fire

Department and for related purposes.

- 17 Resolution - accepting donation of equipment from Port City Crossfit for the Gulfport Fire Department and for related purposes.
- 18 Resolution - by the Gulfport City Council to celebrate the accomplishments of Gulfport native Brittney Reese and for related purposes.

Budget Amendments / Docket of Claims

- 19 Budget Amendment #50 - to budget revenue received for the Police Department as a result of a drug forfeiture.
- 20 Docket of Claims - to be approved through August 23, 2017.

Routine Agenda

- 21 Resolution - awarding bids for lot clean-ups and/or demolitions.
- 22 Associated Adjusters Check Register - for workers' comp and general liability claims paid during the month of July 2017 - to be made a part of the minutes.
- 23 Year-to-date Budget Report for the month ending July 31, 2017 - to be made a part of the minutes.
- 24 Bi-weekly payroll journals - for the month of July, 2017 - to be made a part of the minutes.
- 25 Privilege License Report - issued by the City of Gulfport during the month of July 2017 - to be made a part of the minutes.
- 26 Letter - regarding Sole Source Procurement Request for Pluggie the Fire Plug for the Fire Department
- 27 Letter of recommendation - regarding bids received by Purchasing for transformer - Leisure Service Department - to be made a part of the minutes.
- 28 Letter of recommendation - regarding bids received by Purchasing for Edraulic Spreader for the Gulfport Fire Department - to be a part of the minutes.

Public Agenda

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

Council Comments

Memorial Adjournment

- Ms. Regina Gail Yon
- Ms. Virgie Jones McGee
- Mr. Gary Lavern Holloway

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: 08/17/2017

Subject: Approval of minutes - for August 8, 2017.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

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

Date: 08/17/2017

Subject: Letter - requesting ratification of Mr. Timothy Groves to serve on the Port Restoration Advisory Commission.

Recommendation:



OFFICE OF MAYOR

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5700
Fax: 228-868-5800

August 17, 2017

City Hall
2309 15th St.
Gulfport, MS 39501

Council President F. B. "Rusty" Walker, IV
Councilman Kenneth Casey
Councilman Ron Roland
Councilwoman Ella Holmes-Hines
Councilman Myles Sharp
Councilman R. Lee Flowers
Councilwoman Cara Pucheu

Dear Council Members:

I respectfully submit to you for confirmation the appointment of Mr. Timothy D. Groves to serve on the Port Restoration Advisory Commission. Mr. Groves is a native of Gulfport and was raised in the Gaston Point community. He has served his city and his country as a member of the United States Army where he was a Sergeant First Class specializing in the supervision of heavy construction and automotive equipment repair. He is a retired veteran of 22 years.

Mr. Groves is an active member in our community serving in organizations such as the North Gulfport Civic Club, Eastern Star Lodge, and the Corner Stone Lodge. His resume is attached for your review.

Your support of Mr. Groves' appointment will be greatly appreciated.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Billy Hewes", with a long horizontal flourish extending to the right.

Billy Hewes
Mayor



NORTH GULFPORT CIVIC CLUB

P.O. Box 141
GULFPORT, MS 39502

July 19, 2017

Mayor Billy Hewes
Office of the Mayor
P.O. Box 1780
Gulfport, MS 39501

To Mayor Hewes:

The North Gulfport Civic Club was birthed in 1958 by hard working and ethically minded citizens! This organization has a rich history in taking action to restore and substantially improve the employment and income standards of the North Gulfport Community and the City of Gulfport Community at large. Our motto is "Working Together Will Make a Difference!"

Each of our members thank you for your efforts to enhance the quality of life for the citizens of Gulfport, inviting business to make their home in Gulfport, and making our city a #1 family tourist destination! Your efforts are to be commended!

The North Gulfport Civic club respectfully submits to you for consideration the appointment of Mr. Timothy D. Groves to serve on the Port Restoration Advisory Committee.

Mr. Groves is a native of the City of Gulfport. He was raised in the Gaston Point Community. He is currently married to his wife of 25 years, Mrs. LaTonya Groves. She is currently a third grade teacher at Gaston Point Elementary! Mr. and Mrs. Groves have one son who is expected to graduate from MTSU - Middle State Tennessee State University in August!

Mr. Groves has served our country as a Sergeant First Class in the Army, specializing in the Supervision of heavy construction and automotive equipment repair and maintenance. He is a retired veteran of 22 years!

Mr. Groves has been a member of the North Gulfport Civic Club since October of 2014. He is also a member of the Eastern Star Lodge, Corner Stone Lodge, and the Black Engineers Association!

Mr. Groves has an Associate Degree from Cochise College - Douglas, Arizona, an Electro-Mechanical Applied Technology Degree from Tennessee College - Dickson, Tennessee, and a Bachelor of Science Degree in Occupational Safety and Health from Columbia Southern University - Orange Beach, Alabama. He is currently working on a Master's of Science in Occupational Safety and Health at Columbia Southern University.

A handwritten signature in dark ink, appearing to read "Frances Fredericks".

Frances Fredericks
North Gulfport Civic Club President

Working Together Will Make A Difference!



NORTH GULFPORT CIVIC CLUB

P.O. Box 141
GULFPORT, MS 39502

Summary of Qualifications

Timothy D. Groves
17030 Merlin Lane
Gulfport, Mississippi 39503
228-220-3311
BASE112@yahoo.com

Multi-skilled professional with track record of successful administrative, leadership, managerial, and technical expertise on the cutting-edge of heavy equipment and automotive systems maintenance technology, quality assurance/control, education and training, and customer service. Articulate speaker with impressive interpersonal, influential, negotiation, and persuasive communication skills. Core competencies include:

Work Center Management & Analysis

- Budget & Resource Management
- Hazardous Materials Management
- Safety Program Management

- Contract Review & Compliance

30 Hours of Outreach Training for
General Industrial Safety Training

40 HAZWOPER Training
U.S. Passport

- Facility Equipment Maintenance

- Program/Project Management

- Production Control Operations

- Staff Leadership, Mentoring &

Development

- Life Cycle Management

TWIC Card

10 Hour General Industry Safety and
Health

CPR, AED and First Aid For Adults

Professional Experience

United States Army • First-line Manager/Supervisor

09-1987 to 05-2007

Served in multiple positions of increased responsibility and complexity demonstrating exceptional leadership, knowledge, skills, and proven abilities in the following areas:

Burlington Northern Santa Fe Railroad • Assistant Road Master Albuquerque, NM

06-2007 to 08-2009

Engineering Supervisor • Combat Services Associate Kuwait

02-2010 to 02-2011

Working Together Will Make A Difference!



NORTH GULFPORT CIVIC CLUB

P.O. Box 141
GULFPORT, MS 39502

Summary of Qualifications - Continued

Timothy D. Groves
17030 Merlin Lane
Gulfport, Mississippi 39503
228-220-3311
BASE112@yahoo.com

Educational Experience

Tennessee College of Applied Technology-Dickson - Dickson, TN Electro-Mechanical Technician	08-2011 to 08-2013
Columbia Southern University - Orange Beach, AL Bachelor of Science, Occupational Safety and Health	08-2014 to 04-2016
Columbia Southern University- Orange Beach, AL Masters of Science, Occupational Safety and Health	04-2016 to Present



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

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

Date: 08/17/2017

Subject: Letter - requesting ratification of Mr. Johnny Atherton to serve on the Mississippi Coast Coliseum Board of Commissioners.

Recommendation:



OFFICE OF MAYOR

P.O. Box 1780
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August 17, 2017

City Hall
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Council President F. B. "Rusty" Walker, IV
Councilman Kenneth Casey
Councilman Ron Roland
Councilwoman Ella Holmes-Hines
Councilman Myles Sharp
Councilman R. Lee Flowers
Councilwoman Cara Pucheu

Dear Council Members:

I respectfully present to you the reappointment of Mr. Johnny Atherton to continue to serve on the Mississippi Coast Coliseum Board of Commissioners effective immediately and expiring in July 2018. Mr. Atherton's appointment is one that is shared by all of the Mayors of Judicial District 1 of Harrison County.

Mr. Atherton, a resident of Gulfport, continues to have a distinct interest in the welfare and future of the Mississippi Gulf Coast. I am confident in his commitment and ability to better the Mississippi Coast Coliseum Commission and believe he will continue to remain a vital asset throughout this term.

Your ratification of his appointment representing the City of Gulfport will be greatly appreciated.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Billy Hewes", with a long, sweeping horizontal line extending to the right.

Billy Hewes
Mayor



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 08/11/2017

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: August 11, 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 22nd day of August, 2017.

Please place the attached item on the Council agenda for August 22, 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: August 11, 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 22nd day of August, 2017, to the City Council:

WARD 1

- Parcel 1: 0711K-02-010.000. S 1/2 Lot 10 & All Lot 11, Blk. 7, Gaston Point Add. – 1317 Woodward Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Tolentino & Nicanor)
- Parcel 2: 0710J-01-037.000. Lot 137, Villa Del Rey Subd. – 3512 Amtico Avenue. Remove inoperable vehicles. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Munoz)
- Parcel 3: 0711H-05-034.000. Lot 3, Blk. 11, Southmoor Heights Re-Survey – 3908 18th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Rocky)
- Parcel 4: 0710H-03-035.000. Lots 4-9, Blk. 2, Floral Estates – 16255 Pearl Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Montgomery)

WARD 2

- Parcel 5: 0711N-04-077.000. 806 Lewis Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Ferguson)
- Parcel 6: 0711O-03-028.000. 4315 Ford Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Mann Est.)
- Parcel 7: 0811K-01-001.000. 2001 15th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (GRC)
- Parcel 8: 0811H-01-045.000. W 5 Ft. of Lot 26 & All Lots 27-29 Inc., Blk. 11, East Gulfport – 1222 19th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (La Casa I LLC)
- Parcel 9: 0910P-05-036.000. Lot 7, Blk. 10, Wood Glen Subd. – 100 Dogwood Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Landrum Est.)
- Parcel 10: 0910I-02-045.000. Lots 1, 3-4 less R/W to City Blk. 2 - 611 Victory Street. Remove unsafe tree(s). Remove all trash and miscellaneous debris from site. (S & S Real Estate LLC)
- Parcel 11: 0911E-01-037.000. 2nd Street & Gulf Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Miller)
- Parcel 12: 1010L-05-025.001. 654 Teagarden Road. Repair unsafe structure. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Magee)
- Parcel 13: 1010L-05-028.000. 700 Teagarden Road. Board up and secure all openings. Repair or replace unmaintained surface(s). Cut and clean grounds and remove all trash and miscellaneous debris from site. (Hinton Est.)
- Parcel 14: 1010L-05-033.000. 917 Church Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Wells Est.)
- Parcel 15: 1010K-04-012.000. Lots 55-68 Inc., Blk. 6, Eureka Add. – 1501 5th Street. Demolish shed. Remove inoperable vehicle(s). Cut and clean grounds and remove all trash and miscellaneous debris from site.

- (Williams)(Shed Demo)
- Parcel 16: 1010J-01-098.011. Lot 11, Greenview Subd. – 2444 Greenview Drive. Repair or remove vehicle(s) from site. (Loveless III)
- WARD 3**
- Parcel 11: 0810E-03-069.000. Lots 13-14, Blk. 372, North Gulfport – Indiana Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Anderson)
- Parcel 18: 0810E-03-062.000. Lots 8-10 Inc., Blk. 379, North Gulfport – 4111 Indiana Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Stewart Et Al)
- Parcel 19: 0810E-04-001.000. E 60 Ft. of Lots 11-14, Blk. 264, North Gulfport – 15421 MLK Jr. Blvd. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Jay-LaLa Prop. LLC)
- Parcel 20: 0810F-02-084.000. Lots 28-30, Blk. 332, North Gulfport Subd. – 8108 Mississippi Avenue. Bring building(s) up to code or demolish. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Magee Est.)(Demo)
- Parcel 21: 0810F-04-041.001. Lots 7 & S 1/2 of Blk. 315, North Gulfport – 4413 Arkansas Avenue. (Washington)
- Parcel 22: 0810F-04-041.000. N 1/2 of Lot 8 & All Lot 9, Blk. 315, North Gulfport – 4413 Arkansas Avenue. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Washington)
- Parcel 23: 0810N-01-114.000. Lot 6, Blk. 2, Azalea Terrace – 2211 34th Street. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Harris)
- Parcel 24: 0710H-02-040.000. Lots 1-4, Blk. 51, Floral Estates - 3611 Ganges Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Patton)
- Parcel 25: 0810C-04-025.000. Lots 29-32 Inc., Blk. 100, North Gulfport – 8386 Alabama Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Wheeler)
- Parcel 26: 0810C-01-021.003. Lots 28-30 Inc., Blk. 77, North Gulfport – 8426 Florida Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Conner)
- Parcel 27: 0710I-04-081.000. Lot 123, Villa Del Rey Subd. – 4007 Ponderosa Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Keeton)
- Parcel 28: 0810I-01-020.004. Lot 48, Village Green Subd. - 3508 Nunnally Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Danver Global Inc.)
- Parcel 29: 0710H-02-061.000. Lot 15-16, Blk. 51, Floral Estates – Sabine Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Brown)
- Parcel 30: 0710H-02-060.000. Lots 17-18, Blk. 51, Floral Estates – 3612 Sabine Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Hawkins)
- Parcel 31: 0710H-04-002.004. Lots 5-8, Blk. 60, Floral Estates – 4021 Harrison Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (McCullough)
- Parcel 32: 0809M-02-004.058. Lot 156, Forest Heights – 156 Walnut Court. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Belcher)
- Parcel 33: 0810D-01-014.000. 8370 E Railroad Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Holmes)
- Parcel 34: 0810E-02-114.000. Lots 31-32, Blk. 265, North Gulfport – 3012 Monroe Street. Remove inoperable vehicle(s) from site. (Cook Sr.)
- Parcel 35: 0810E-01-041.000. Lots 28-30, Blk. 206, North Gulfport – 8250 Indiana Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Boose Sr.)
- Parcel 36: 0810E-01-057.000. Lots 19-20, Blk. 205, North Gulfport – 4718 Illinois Avenue. Cut and clean grounds and remove all trash and miscellaneous

- debris from site. (Fletcher)
- Parcel 37: 0810F-05-007.000. Lots 12-13, Blk. 368, North Gulfport – 2505 Jefferson Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Turnbough Est.)
- Parcel 38: 0811G-01-073.000. 1/2 of Lots 1-2 Less S 8 Ft., Blk. 16, Soria City - 1912 Thornton Avenue. Board up and secure all openings. (Adams Trustee)
- Parcel 39: 0811H-05-081.000. Lots 10-11, Blk. 16, Soria City – 1426 19th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Wallace)
- Parcel 40: 0910M-02-058.000. Lots 1-2, Blk. 6, Manhattan Add. – 701 Tennessee Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Ray Sr.)
- Parcel 41: 0910M-02-025.000. Lots 17-20, Blk. 3, Manhattan Add. – 2922 Gulf Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. Treat property for Rodent Harborage. (Downer)

WARD 4

- Parcel 42: 1010E-02-017.000. 1102 College Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Rollins Est.)
- Parcel 43: 1010E-03-008.015. Lots 16-17, Clinton Cove Subd. – Mary Ruth Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (CMH Homes Inc.)
- Parcel 44: 1010B-02-005.001. Lot 21, Glendale Place Subd. – 1267 Glendale Place. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Smith)
- Parcel 45: 0911B-01-029.000. 435 Oak Grove Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Warren)

WARD 5

- Parcel 46: 0808I-03-168.000. 14107 Clifford Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Clifford Sr. Est.)
- Parcel 47: 0908M-01-017.058. Lot 294, Forest North Subd. Ph. 6 – 13355 Warren Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Oberlies Jr.)
- Parcel 48: 0809B-03-014.047. Lot 47, Angela Park Subd. Part 2 – 14512 Whitney Drive. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Carroll)
- Parcel 49: 0809B-03-014.052. Lot 32, Angela Park Subd. Part 1 – 14885 Angela Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Wilcox & Jordan)
- Parcel 50: 0909C-01-016.029. Lot 310, Loren D. Heights Phase V – 2470 Tandy Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Lowell)

WARD 6

- Parcel 51: 0908D-01-037.000. Lot 17, Windsong Subd. Phase 1 – 13415 Windsong Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Willie)
- Parcel 52: 0908D-01-009.000. O'Neal Road. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Dev. Consulting Inc.)
- Parcel 53: 0908E-01-001.035. Lot 208, Windsong Subd. Ph. 5 Replat of Lots 206-210 – 13409 Locust Hill Drive. Bring building(s) up to code or demolish. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Trahan)
- Parcel 54: 0908O-03-060.000. Lot 225, Loren D Heights Phase V – 2536 Nancy Lane. Remove tree(s) and all debris from site. (Covington Est.)
- Parcel 55: 0908O-02-018.000. Lot 160, Pine Hill Subd. Part 2 – 2715 David Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (State of Miss)
- Parcel 56: 0908O-02-100.000. Lot 259, Pine Hill Subd. Part 2 – 2614 Samuel Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Hand Jr.)

WARD 7

- Parcel 57: 0708H-03-003.000. 16143 Robinson Road. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Adair Asset Mgmt. LLC)
- Parcel 58: 0807P-01-044.009. Lot 9, Country Hills Subd. – 13176 Trailwood Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Owens)
- Parcel 59: 0808F-05-048.000. 15233 Ginger Cove. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Kerr)
- Parcel 60: 0808C-01-001.034. Lot 1A, Blk. 2, Replat of Lot 1, Blk. 1 & Lot 1, Blk. 2, Fox Run Subd. – 12519 Red Fox Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Dewaele)
- Parcel 61: 0808B-04-077.000. Lot 45, Briarwood West Subd. – 45 Emerald Cove. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Roach)
- Parcel 62: 0808D-03-069.000. Lots 24-25, Blk. 12, Northwood Hill Subd. – 15377 Pinewood Court. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Bullock)
- Parcel 63: 0808I-01-033.000. Lot 4, Less Triangular PCL off S Side, Blk. 2, Northwood Hills Subd. Phase 4 – 11514 Barrone Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Equity Trust Co.)
- Parcel 64: 0808B-02-067.000. Lot 53, Briarwood South Subd. Replat – 14445 Karen Court. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Strain)

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 22nd day of August, 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 uncleanliness as to be a menace to the public health, safety and welfare of the community; and

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

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

- Parcel 1: 0711K-02-010.000. S 1/2 Lot 10 & All Lot 11, Blk. 7, Gaston Point Add. – 1317 Woodward Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Tolentino & Nicanor)
- Parcel 2: 0710J-01-037.000. Lot 137, Villa Del Rey Subd. – 3512 Amtico Avenue. Remove inoperable vehicles. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Munoz)
- Parcel 3: 0711H-05-034.000. Lot 3, Blk. 11, Southmoor Heights Re-Survey – 3908 18th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Rocky)
- Parcel 4: 0710H-03-035.000. Lots 4-9, Blk. 2, Floral Estates – 16255 Pearl Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Montgomery)
- Parcel 5: 0711N-04-077.000. 806 Lewis Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Ferguson)
- Parcel 6: 0711O-03-028.000. 4315 Ford Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Mann Est.)
- Parcel 7: 0811K-01-001.000. 2001 15th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (GRC)
- Parcel 8: 0811H-01-045.000. W 5 Ft. of Lot 26 & All Lots 27-29 Inc., Blk. 11, East Gulfport – 1222 19th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (La Casa I LLC)

- Parcel 9: 0910P-05-036.000. Lot 7, Blk. 10, Wood Glen Subd. – 100 Dogwood Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Landrum Est.)
- Parcel 10: 0910I-02-045.000. Lots 1, 3-4 less R/W to City Blk. 2 - 611 Victory Street. Remove unsafe tree(s). Remove all trash and miscellaneous debris from site. (S & S Real Estate LLC)
- Parcel 11: 0911E-01-037.000. 2nd Street & Gulf Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Miller)
- Parcel 12: 1010L-05-025.001. 654 Teagarden Road. Repair unsafe structure. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Magee)
- Parcel 13: 1010L-05-028.000. 700 Teagarden Road. Board up and secure all openings. Repair or replace unmaintained surface(s). Cut and clean grounds and remove all trash and miscellaneous debris from site. (Hinton Est.)
- Parcel 14: 1010L-05-033.000. 917 Church Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Wells Est.)
- Parcel 15: 1010K-04-012.000. Lots 55-68 Inc., Blk. 6, Eureka Add. – 1501 5th Street. Demolish shed. Remove inoperable vehicle(s). Cut and clean grounds and remove all trash and miscellaneous debris from site. (Williams)(Shed Demo)
- Parcel 16: 1010J-01-098.011. Lot 11, Greenview Subd. – 2444 Greenview Drive. Repair or remove vehicle(s) from site. (Loveless III)
- Parcel 11: 0810E-03-069.000. Lots 13-14, Blk. 372, North Gulfport – Indiana Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Anderson)
- Parcel 18: 0810E-03-062.000. Lots 8-10 Inc., Blk. 379, North Gulfport – 4111 Indiana Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Stewart Et Al)
- Parcel 19: 0810E-04-001.000. E 60 Ft. of Lots 11-14, Blk. 264, North Gulfport – 15421 MLK Jr. Blvd. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Jay-LaLa Prop. LLC)
- Parcel 20: 0810F-02-084.000. Lots 28-30, Blk. 332, North Gulfport Subd. – 8108 Mississippi Avenue. Bring building(s) up to code or demolish. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Magee Est.)(Demo)
- Parcel 21: 0810F-04-041.001. Lots 7 & S 1/2 of Blk. 315, North Gulfport – 4413 Arkansas Avenue. (Washington)
- Parcel 22: 0810F-04-041.000. N 1/2 of Lot 8 & All Lot 9, Blk. 315, North Gulfport – 4413 Arkansas Avenue. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Washington)
- Parcel 23: 0810N-01-114.000. Lot 6, Blk. 2, Azalea Terrace – 2211 34th Street. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Harris)
- Parcel 24: 0710H-02-040.000. Lots 1-4, Blk. 51, Floral Estates - 3611 Ganges Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Patton)
- Parcel 25: 0810C-04-025.000. Lots 29-32 Inc., Blk. 100, North Gulfport – 8386 Alabama Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Wheeler)
- Parcel 26: 0810C-01-021.003. Lots 28-30 Inc., Blk. 77, North Gulfport – 8426 Florida Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Conner)
- Parcel 27: 0710I-04-081.000. Lot 123, Villa Del Rey Subd. – 4007 Ponderosa Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Keeton)
- Parcel 28: 0810I-01-020.004. Lot 48, Village Green Subd. - 3508 Nunnally Street. Cut and clean grounds and remove all trash and

- miscellaneous debris from site. (Danver Global Inc.)
- Parcel 29: 0710H-02-061.000. Lot 15-16, Blk. 51, Floral Estates – Sabine Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Brown)
- Parcel 30: 0710H-02-060.000. Lots 17-18, Blk. 51, Floral Estates – 3612 Sabine Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Hawkins)
- Parcel 31: 0710H-04-002.004. Lots 5-8, Blk. 60, Floral Estates – 4021 Harrison Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (McCullough)
- Parcel 32: 0809M-02-004.058. Lot 156, Forest Heights – 156 Walnut Court. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Belcher)
- Parcel 33: 0810D-01-014.000. 8370 E Railroad Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Holmes)
- Parcel 34: 0810E-02-114.000. Lots 31-32, Blk. 265, North Gulfport – 3012 Monroe Street. Remove inoperable vehicle(s) from site. (Cook Sr.)
- Parcel 35: 0810E-01-041.000. Lots 28-30, Blk. 206, North Gulfport – 8250 Indiana Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Boose Sr.)
- Parcel 36: 0810E-01-057.000. Lots 19-20, Blk. 205, North Gulfport – 4718 Illinois Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Fletcher)
- Parcel 37: 0810F-05-007.000. Lots 12-13, Blk. 368, North Gulfport – 2505 Jefferson Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Turnbough Est.)
- Parcel 38: 0811G-01-073.000. 1/2 of Lots 1-2 Less S 8 Ft., Blk. 16, Soria City - 1912 Thornton Avenue. Board up and secure all openings. (Adams Trustee)
- Parcel 39: 0811H-05-081.000. Lots 10-11, Blk. 16, Soria City – 1426 19th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Wallace)
- Parcel 40: 0910M-02-058.000. Lots 1-2, Blk. 6, Manhattan Add. – 701 Tennessee Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Ray Sr.)
- Parcel 41: 0910M-02-025.000. Lots 17-20, Blk. 3, Manhattan Add. – 2922 Gulf Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. Treat property for Rodent Harborage. (Downer)
- Parcel 42: 1010E-02-017.000. 1102 College Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Rollins Est.)
- Parcel 43: 1010E-03-008.015. Lots 16-17, Clinton Cove Subd. – Mary Ruth Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (CMH Homes Inc.)
- Parcel 44: 1010B-02-005.001. Lot 21, Glendale Place Subd. – 1267 Glendale Place. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Smith)
- Parcel 45: 0911B-01-029.000. 435 Oak Grove Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Warren)
- Parcel 46: 0808I-03-168.000. 14107 Clifford Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Clifford Sr. Est.)
- Parcel 47: 0908M-01-017.058. Lot 294, Forest North Subd. Ph. 6 – 13355 Warren Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Oberlies Jr.)
- Parcel 48: 0809B-03-014.047. Lot 47, Angela Park Subd. Part 2 – 14512 Whitney Drive. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Carroll)
- Parcel 49: 0809B-03-014.052. Lot 32, Angela Park Subd. Part 1 – 14885 Angela

- Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Wilcox & Jordan)
- Parcel 50: 0909C-01-016.029. Lot 310, Loren D. Heights Phase V – 2470 Tandy Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Lowell)
- Parcel 51: 0908D-01-037.000. Lot 17, Windsong Subd. Phase 1 – 13415 Windsong Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Willie)
- Parcel 52: 0908D-01-009.000. O'Neal Road. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Dev. Consulting Inc.)
- Parcel 53: 0908E-01-001.035. Lot 208, Windsong Subd. Ph. 5 Replat of Lots 206-210 – 13409 Locust Hill Drive. Bring building(s) up to code or demolish. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Trahan)
- Parcel 54: 0908O-03-060.000. Lot 225, Loren D Heights Phase V – 2536 Nancy Lane. Remove tree(s) and all debris from site. (Covington Est.)
- Parcel 55: 0908O-02-018.000. Lot 160, Pine Hill Subd. Part 2 – 2715 David Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (State of Miss)
- Parcel 56: 0908O-02-100.000. Lot 259, Pine Hill Subd. Part 2 – 2614 Samuel Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Hand Jr.)
- Parcel 57: 0708H-03-003.000. 16143 Robinson Road. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Adair Asset Mgmt. LLC)
- Parcel 58: 0807P-01-044.009. Lot 9, Country Hills Subd. – 13176 Trailwood Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Owens)
- Parcel 59: 0808F-05-048.000. 15233 Ginger Cove. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Kerr)
- Parcel 60: 0808C-01-001.034. Lot 1A, Blk. 2, Replat of Lot 1, Blk. 1 & Lot 1, Blk. 2, Fox Run Subd. – 12519 Red Fox Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Dewaele)
- Parcel 61: 0808B-04-077.000. Lot 45, Briarwood West Subd. – 45 Emerald Cove. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Roach)
- Parcel 62: 0808D-03-069.000. Lots 24-25, Blk. 12, Northwood Hill Subd. – 15377 Pinewood Court. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Bullock)
- Parcel 63: 0808I-01-033.000. Lot 4, Less Triangular PCL off S Side, Blk. 2, Northwood Hills Subd. Phase 4 – 11514 Barrone Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Equity Trust Co.)
- Parcel 64: 0808B-02-067.000. Lot 53, Briarwood South Subd. Replat – 14445 Karen Court. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Strain)

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: Greg Holmes, Planning Administrator
Urban Development Department

Date: August 14, 2017

Re: Resubdivision 1707PC078

Subject: Frank W. Bordeaux, property owner, request to divide the tax parcels 0909P-01-053.000 and 0909P-01-054.000 containing 27,081 square feet into two parcels zoned R-1-7.5 (Single Family): located north of W Taylor Road, south of and adjacent to Bluff Lane, east of and adjacent to Bayou Bernard, west of Ridge Road, in Ward 4.

Planning Staff recommendation: To deny the request

Planning Commission recommendation: To approve the applicant request

Motion: Mr. Jones

Second: B.J. Sellers

KEITH WILLIAMS – Chairman

MICHAEL DANIELS – **Absent**

COLETTE TOWLES – **Yea**

VIRGINIA ADOLPH – **Yea**

CHARLIE HEWES – **Absent**

EVERETTE LADNER – **Yea**

BJ SELLERS – **Yea**

WM. PRINCE JONES – **Yea**

DOUG HANCOCK – **Yea**

MARTIN WARREN, JR – **Abstained**

JOHN ANTHONY – **Absent**

Action: Motion carried unanimously.

Speaking for the Petition: Frank Bodeaux

Speaking against the Petition: None

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

Please place the attached item on the Council agenda for August 22, 2017.

STAFF REPORT (Resubdivision)

GENERAL INFORMATION

Case File Number: 1707PC078

Hearing Date: July 27, 2017

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

Proposal: Frank W. Bordeaux, property owner, request to divide the tax parcels 0909P-01-053.000 and 0909P-01-054.000 containing 27,081 square feet into two parcels zoned R-1-7.5 (Single Family)

Location: North of W Taylor Road, south of and adjacent to Bluff Lane, east of and adjacent to Bayou Bernard, west of Ridge Road, in Ward 4.

ANALYSIS

The applicant requests a Resubdivision of parcel 0909P-01-053.000 and 0909P-01-054.000 containing an aggregate of 27,081.61 square feet. As presented, the applicant intends to expand the property boundaries by taking in a portion of the property to the east in an effort to build an addition that fits the architecture of the current home.

Lot "1" to the east currently has 14,975.85 square feet; after expanding the property boundaries the total square footage of the property will be 13,796.98 square feet and Lot "A" to change from 12,105.76 square feet to 13,313.52 square feet. The minimum lot size for an R-1-7.5 zoning district is 7,500 square feet. In normal conditions, the expansion of the newly created property boundary would meet the city ordinance.

However, in this case the covenant states "No lots shall be resold or resubdivided in such a manner as to have less front footage or less area for any building site than said lot or combination of lots as originally platted, and in no case less than 12,500 square foot per building site."

The applicant states there are no protective or restrictive covenants which would prevent the resubdivision of the parcels. The applicant would further argue that the latter statement of the covenant would allow him to go forward with the subdivision of property.

However, staff consulted our city attorney and found that by the covenant stating no lots shall be resold or resubdivided to have less square footage or less area than as originally platted prevent the city approval of this resubdivision. Further, there are no records indicating there have been any legal resubdivisions in this particular area. Also, the applicant has applied for two variances, (1) to allow an east side yard setback of 4 feet. (2) To allow a 2.53 foot south side yard setback where 8 feet is required. However, the staff cannot approve the variance request due to the fact

that the covenant states " All improvements including garages or other out buildings, except boat houses shall not be built no closer than 5 feet to the side property lines. Therefore, the staff is unable to approve the applicant's request.

The Gulfport Subdivision Regulations require that:

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

The proposed parcels are located adjacent to existing City rights-of-way, are protected by Gulfport Fire and Police, and will have capacity for City water and sewer. However, the staff recommendation is to deny the request based on the interpretation of the City of Gulfport legal department regarding restrictive covenants for this particular area.

CONDITIONS BY DEPARTMENTS AND AGENCIES

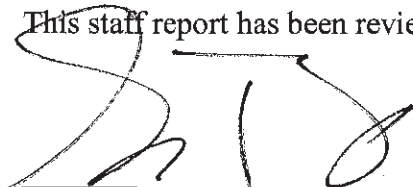
<u>Engineering:</u>	No conditions. Memo dated 7-10-17.
<u>Public Works:</u>	No conditions. Memo dated 7-6-17.
<u>Traffic and Safety:</u>	No conditions. Memo dated 7-7-17.
<u>Building Code Services:</u>	No conditions. Memo dated 7-5-17.
<u>Police Department:</u>	No conditions. Memo dated 6-30-17.
<u>Fire Department:</u>	No conditions. Memo dated 7-18-17.

RECOMMENDATION

The staff recommendation is to deny the request based on the interpretation of the City of Gulfport legal department regarding restrictive covenants for this particular area.

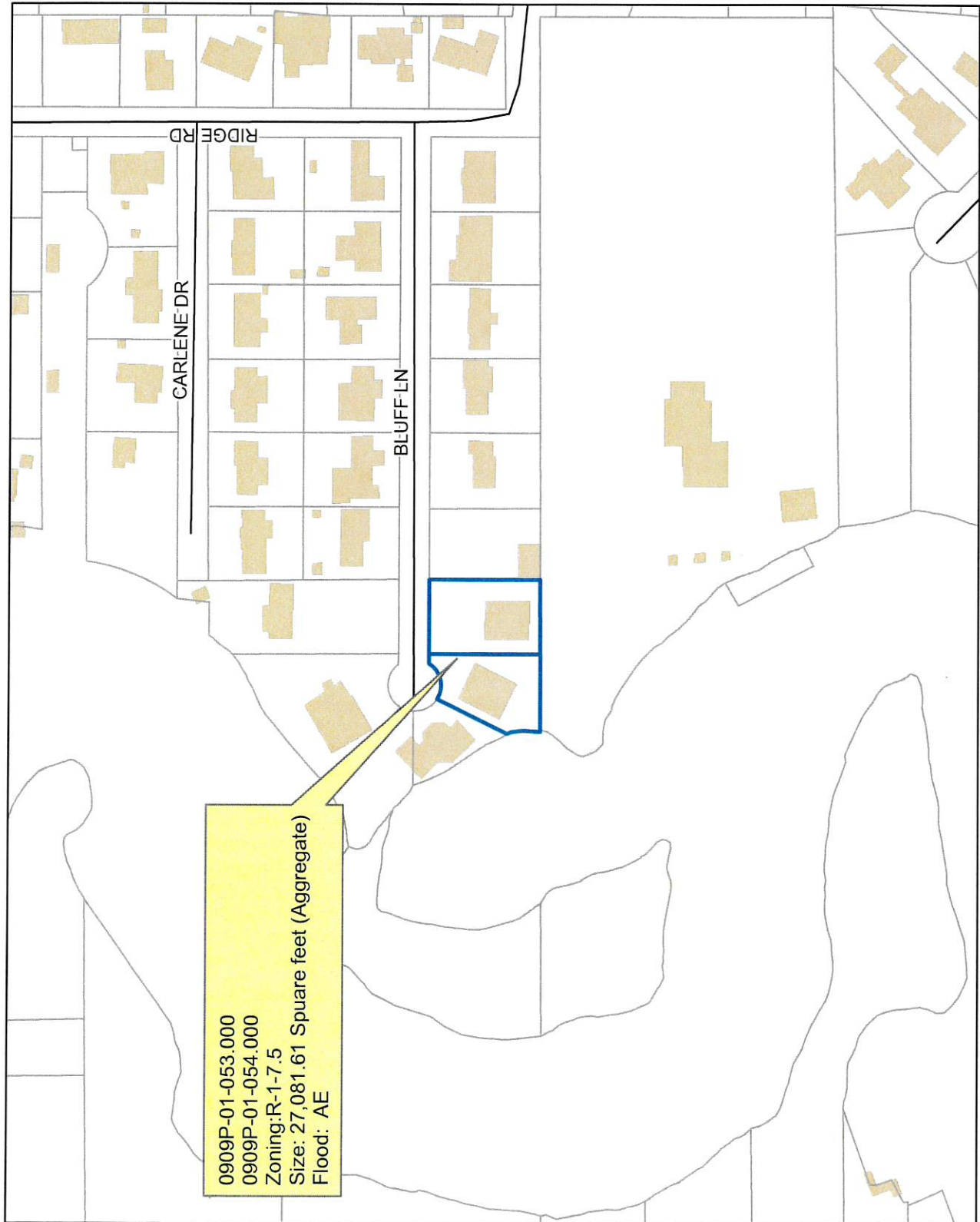
APPROVALS

This staff report has been reviewed and approved by:



Greg Pietrangelo

Director of Urban Development Department



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



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

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

0	9	0	9	P	-	0	1	-	0	5	3	.	0	0	0
0	9	0	9	P	-	0	1	-	0	5	4	.	0	0	0
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(If necessary, use separate sheet of paper)

For Staff Use Only

Case File #: 1707PC078

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: B-1.7.5Ward: 4 Flood: _____

Size: _____

Address of Property Involved: 11625 & 11633 Bluff LangLot(s) _____, Block(s) _____, Subdivision Lot A, Subdivision of Lot A
BERNARD Bay Vista

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Re-align property line common to Lot A, Subdivision Lot A, Bernard Bayou Vista and Lot 1, BERNARD Bayou Vista

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

FRANK W. BORDEAUX

Printed Name Of Owner

11633 Bluff Lang

Mailing Address

Gulfport Ms 39503

City

State

Zip code

728-223-2223

Home Phone

Work/Cell Phone

Email

Signature Of Owner

Printed Name Of Agent

Mailing Address

City

State

Zip code

Home Phone

Work/Cell Phone

Email

Signature Of Agent

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



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

Answers to item F are as follows:

- 1) There is currently a house on the property that will not allow the addition to fit within the required setback.
- 2) I did not cause the need for variance. The current home on the property was built prior to realizing the need for the addition.
- 3) I cannot comply with the zoning ordinance due to the layout of the current home on the property. My hardship is that in an effort to build an addition that fits the architecture of the current home and the neighborhood a corner of the porch of the addition will be 2'6" over the current rear setback.
- 4) The addition to the home will increase the value of the property and add to the neighborhood.
- 5) No
- 6) Yes, with planning approval

I, Jany W. Boudant, have found that there are no
restrictive covenants that will prevent my proposed subdivision.
Please see the attached covenants. ~~att~~ 1.

Jany W. Boudant

6/7/17

Brenda S Chapman

Notary

Expires

3-21-2021



I, Frank W. Boudreau, have found that there are no
restrictive covenants that will prevent my proposed resubdivision.
Please see the attached covenants. Stan 1.

Frank W. Boudreau

6/7/17

Brenda S Chapman

Notary Expires
3-21-2021



STATE OF MISSISSIPPI, COUNTY OF HARRISON:

I, C. J. Darby, Clerk of the Chancery Court of said County and State, certify that the instrument of which the foregoing is a record was delivered to me to be recorded at 3:50 o'clock P M. on the 22nd day of Nov, 1960 and recorded Nov 30th, 1960.

C. J. Darby, Clerk,

By

Dee Strickland D. C.

Filing

Certificate

Indexing

COMMERCIAL PRINTING CO.
FORM 110 SM

RESTRICTIVE COVENANTS

STATE OF MISSISSIPPI
HARRISON COUNTY

WHEREAS, I, H. H. LEGETT, am the sole owner of BAYOU BERNARD VISTA Subdivision, a subdivision of Harrison County, Mississippi, as per the official map or plat thereof on file and of record in the office of the Chancery Clerk of Harrison County, Mississippi, in Plat Book 21, page 38;

NOW, THEREFORE, I, H. H. LEGETT, do hereby place the following restrictive covenants and conditions on said subdivision, to-wit:

1. Each lot conveyed shall be known and described as a separate residential lot and there shall not be constructed on any combination of lots more than one residence building for each lot. No lot or combination of said lots shall be resold or resubdivided in such a manner as to have less front footage or less area for any building site than said lot or combination of lots and as originally platted, and in no case less than 12,500 sq. foot per building site.
2. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached residential dwelling not to exceed two and one-half stories in height and a private garage adequate for housing cars of occupants of the premises and other out building incidental to residence use of the lot, no building shall be used for any purpose other than a residence or residential uses thereof, no house shall be constructed nor used for the housing of more than two family units and houses built or used for more than one family unit must be built so that the outside appearance resembles a one family unit and must have a private entrance for each family unit.
3. No dwelling shall be permitted on any lot which floor area, exclusive of porches (open or screened) and garages is less than 1,200 square feet and the cost of which is less than \$15,000.00 as to a one story building and 1,400 square feet of floor area, of which 1,200 square feet must be ground floor area, with corresponding increase in costs, as to a two story building. In figuring the cost of any such house regulated by this section same shall be based upon cost prevailing on March 1, 1960. It being the intention and purpose of this covenant to assure that all dwellings shall be of a cost, workmanship and materials substantially the same or better than that which can be produced on said date of March 1, 1960, at the minimum cost stated herein for the minimum permitted dwelling size.
4. All improvements including garages or other outbuildings, except boat houses, shall not be built closer than 25 feet to the street upon which said property fronts. shall not be built closer than 5 feet to the side lot lines and shall not be built closer than 15 feet to the canal, if adjacent to a canal. The 5 foot setback shall be applicable only to the outer boundaries in the event that one owner shall own two or more adjacent lots and shall not be effective as to the inside lot lines in such event.
5. No structure of a temporary type, trailer, shack, garage, apartment, barn or other out buildings shall be used at any time as a residence, either temporarily or permanently except that a garage apartment or out house or living quarters may be occupied by domestic servants actually employed by the occupants of the main dwelling.
6. No obnoxious or offensive establishments shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood and no live stock or poultry shall be permitted to be kept on any of the said lots. Neither shall anything be used or operated on the premises that causes unusual interference with reception of radio, television, etc. No fences of any kind shall be erected on any portion of the premises from the front lot line to the front sill line.

(9) or Municipal Document - Top

of the main building. Any fence erected on any interior lot line of said lots shall be attractive in appearance and no higher than five feet. No hedge or shrubbery shall be placed or allowed on any of said lots along any street that would in any way obstruct a proper view of streets when approaching intersections. No advertising sign or bill board shall be placed or allowed on any of the said lots except that the owner may place or authorize to be placed thereon sign, advertising such lot for sale, no larger than 18 inches by 36 inches, and the lower part of which shall be no higher than 4 feet above the ground.

7. No building shall be moved onto any of said lots from any other place where same was constructed or erected or where same has been placed; on the other hand all buildings on said lots shall be wholly constructed on such lots excepting, of course, the usual portion thereof that are ordinarily constructed and built, such as mill work, etc., off the premises. It being the intention hereof to prevent moving second hand or new buildings onto a lot and remodeling or reworking same into some desired type or shape building. No building shall be placed or erected on any building lot that does not meet at least minimum F. H. A. requirements as of March 1, 1960.

8. No piers, wharfs, or obstructions shall extend a greater distance than 10 feet into the navigable canal upon which said lots abut.

9. The owners of all of said lots and their successors in title, agree to dispose of sewerage by standard and approved septic tank or disposal plant and not to empty into or permit any sewerage whatsoever to be emptied into the adjacent water from private septic tanks or disposal plants and agree not to use said septic tanks or disposal plants until same have first been approved by the State Board of Health.

10. All the oil, gas, sulphur and other minerals on, in and under, said lots are hereby reserved unto H. H. Legett, his heirs and assigns. The reservation mentioned in this paragraph shall be perpetual and is not subject to the expiration date to which the other restrictions are subject.

11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

12. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violating or to recover damages.

13. Invalidation of any one of these covenants by judgement or court order shall in full force and effect.

WITNESS my signature, this 19th day of October, 1960.

H. H. Legett
H. H. Legett

STATE OF MISSISSIPPI
HARRISON COUNTY

Personally appeared before me, the undersigned Notary Public the within named H. H. Legett, who acknowledged that he signed and delivered the foregoing instrument on the day and year mentioned therein.

Witness my hand and seal of office this 19th day of October, 1960.

My commission expires:

December 29, 1960

Mary Ann Legett Holbrook
Notary Public in and for
Harrison County, Mississippi.



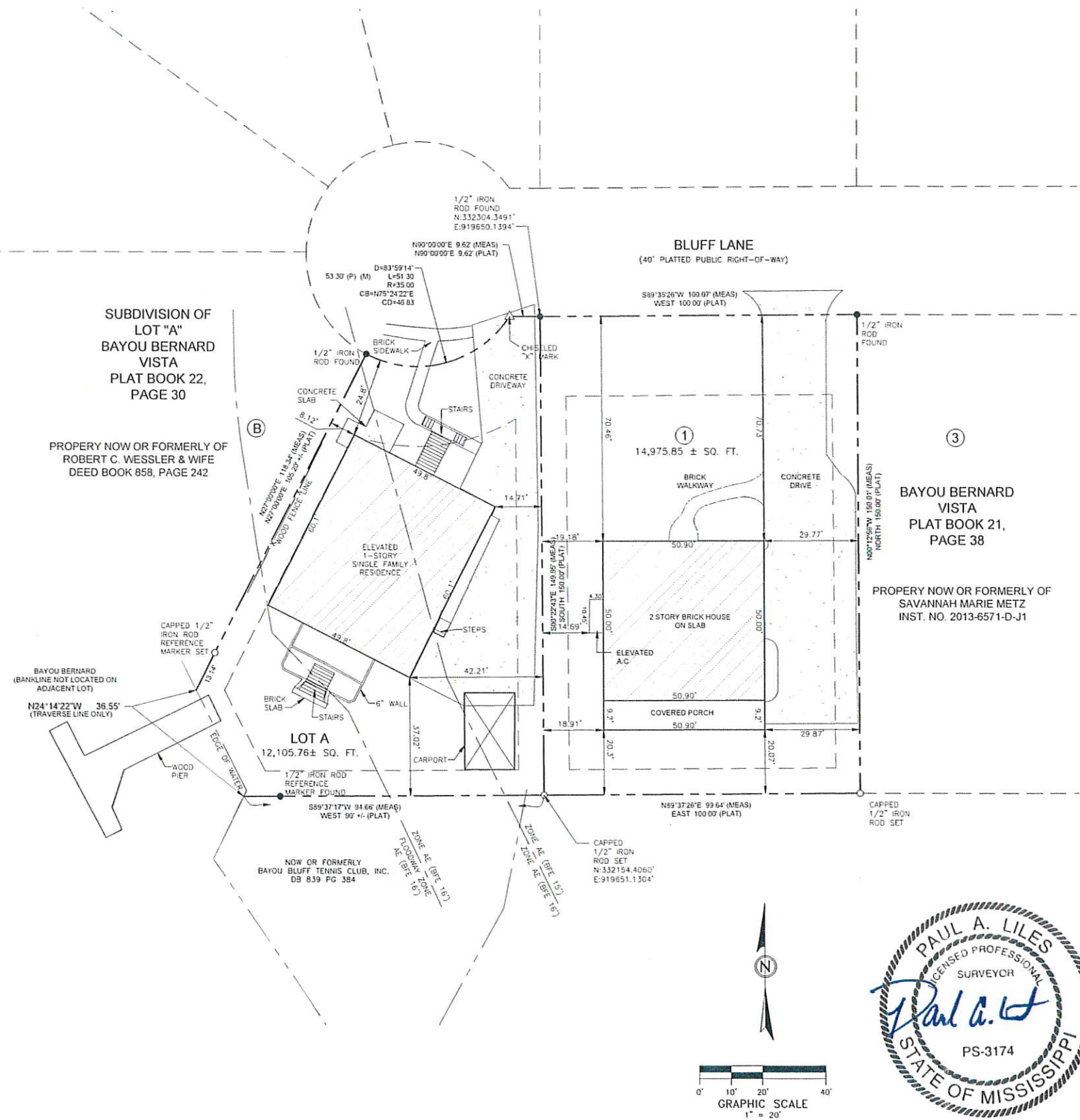
STATE OF MISSISSIPPI, COUNTY OF HARRISON:

I, C. J. Darby, Clerk of the Chancery Court of said County and State, certify that the instrument of which the foregoing is a record was delivered to me to be recorded at 4:04 o'clock P. M. on the 22nd day of Nov, 1960 and recorded Nov 30 1960.

C. J. Darby, Clerk.

Filing .05
1000 words 150
Certificate .50
Indexing 1.40

RE-SUBDIVISION OF LOT "A" OF THE SUBDIVISION OF LOT "A", BAYOU BERNARD VISTA (TAX PARCEL 0909P-01-054.000) & LOT 1, BAYOU BERNARD VISTA (TAX PARCEL 0909P-01-053.000) INTO NEW LOTS "A" AND "1"



REFERENCE MATERIAL

HARRISON COUNTY GIS WEBSITE
PLAT OF SUBDIVISION OF LOT "A" BAYOU BERNARD VISTA PB 22-PG 30
PLAT OF BAYOU BERNARD VISTA PB 21-PG 38

NOTES

1. NO TITLE SEARCH, ABSTRACT OR TITLE OPINION WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THE OPINION OF THE LOCATION AND EXTENT OF THE PROPERTY REPRESENTED BY THIS SURVEY DOES NOT IMPLY OR GUARANTEE TITLE TO ANY PERSONS OR PARTIES. THERE MAY BE ADDITIONAL EASEMENTS OR OTHER INSTRUMENTS THAT WOULD BE DISCOVERED IN A TITLE INVESTIGATION, NOT SHOWN ON THIS PLAT WHICH COULD EFFECT THE BOUNDARIES OR INTERIORS OF THE SUBJECT PROPERTY.
2. BOUNDARY LINES WERE TAKEN FROM DEEDS, TAX RECORDS, ETC. AS SHOWN IN THE REFERENCE MATERIAL BELOW AND MONUMENTS AND/OR IRON RODS FOUND.
3. THIS SURVEY IS SUBJECT TO ALL APPLICABLE HARRISON COUNTY REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS AND RIGHTS OF WAY OF RECORD.
4. THIS IS A CLASS "B" SURVEY AS OUTLINED IN CLASSIFICATION OF SURVEYS.

ZONING NOTE

THE SUBJECT PARCELS ARE ZONED R-1-7.5 SINGLE FAMILY RESIDENCE-LOW DENSITY) AS PER THE CITY OF GULFPORT ZONING ORDINANCE.
THE SETBACK REQUIREMENTS ARE AS FOLLOWS:
FRONT YARD: 25 FEET
SIDE YARD: 8 FEET
REAR YARD: 8 FEET

FLOOD ZONE INFORMATION

THIS PROPERTY IS LOCATED IN ZONE "AE" (BASE ELEV. 15.00 & 16.00), AS PUBLISHED BY THE FEDERAL INSURANCE ADMINISTRATION, OFFICIAL FLOOD HAZARD MAP, COMMUNITY PANEL NUMBER 28047C 0266 G, REVISED 06/16/2009.

SURVEY LEGEND

(MEAS) DENOTES MEASURED THIS SURVEY
(PLAT) DENOTES PER RECORDED PLAT

GPS NOTATION

BEARINGS FOR THIS SURVEY WERE ESTABLISHED IN MISSISSIPPI STATE PLANE EAST ZONE COORDINATES BY GPS OBSERVATION. COMBINED FACTOR DERIVE USING CORPSON 6.
REFERENCE MERIDIAN: ST. STEPHENS
REFERENCE NETWORK: EARL DUDLEY INET GPS NETWORK
STATE PLANE COORDINATE ZONE: MISSISSIPPI EAST
HORIZONTAL DATUM: NAD 1983
VERTICAL DATUM: NAVD 1988 GEOID 12A
SCALE FACTOR: 0.999954778
COMBINED FACTOR: 0.999958522
CONVERGENCE ANGLE: -00°06'13.3752"

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREON DESCRIBED AND DELINEATED, AND THAT THE MEASUREMENTS AND OTHER DATA INDICATED ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS IS A CLASS "B" SURVEY COMPLETED ON 05/08/2017.

Paul A. Liles 05/26/2017
PAUL ANTHONY LILES P.L.S. #3174
(228) 388-1950
liles@mpeng.us

PREPARED BY:

MP
MACHADO PATANO
CIVIL
ELECTRICAL
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1641 Poppo Ferry Rd., Suite A-4
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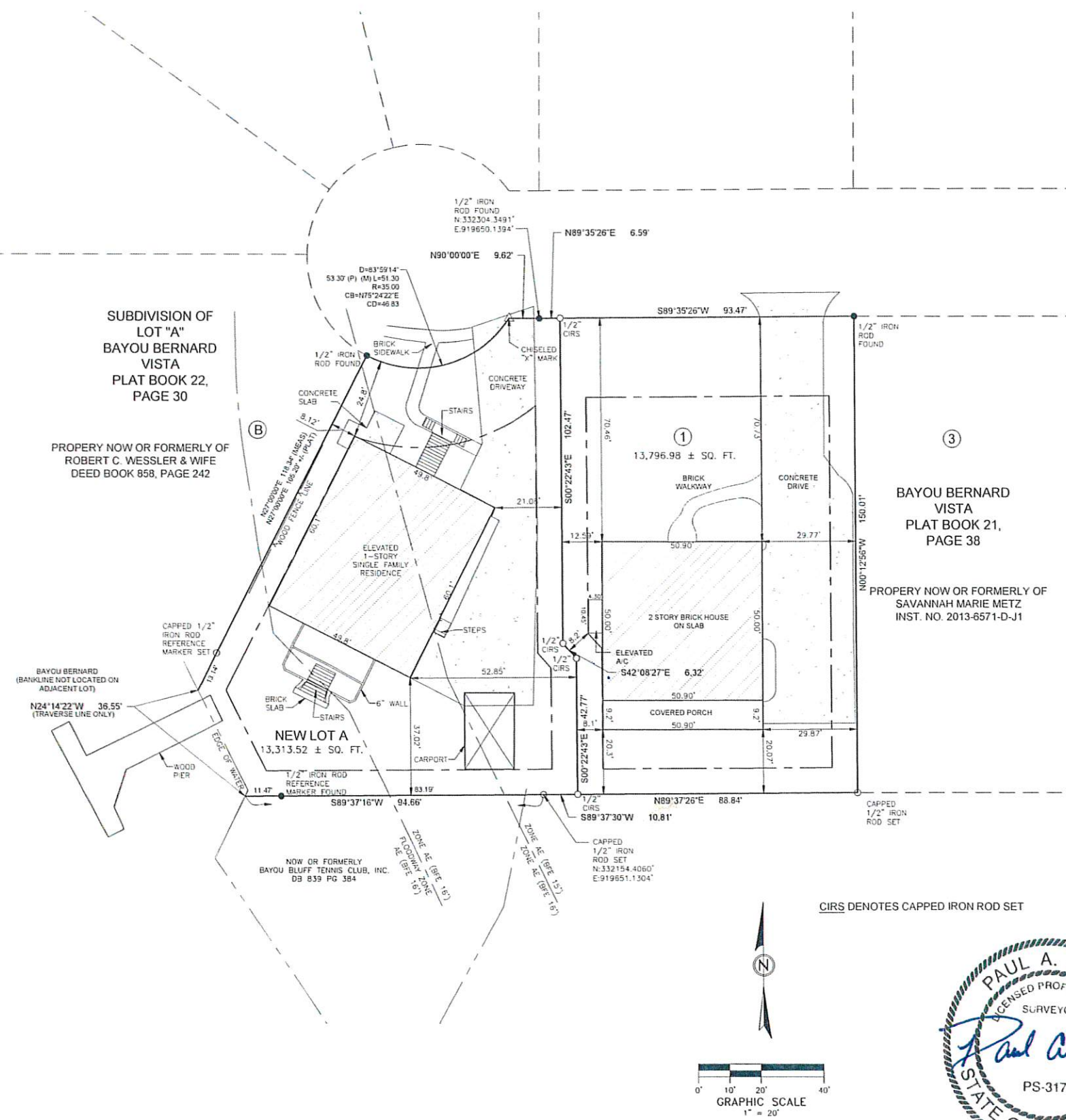
BOUNDARY AND IMPROVEMENT
FOR RESUBDIVISION OF

LOT "A", SUBDIVISION OF LOT "A" BERNARD
BAYOU VISTA & LOT 1 BERNARD BAYOU VISTA,
CITY OF GULFPORT,
HARRISON COUNTY,
MISSISSIPPI

RESUB
SHEET 1 OF 5

Current

RE-SUBDIVISION OF LOT "A" OF THE SUBDIVISION OF LOT "A", BAYOU BERNARD VISTA (TAX PARCEL 0909P-01-054.000) & LOT 1, BAYOU BERNARD VISTA (TAX PARCEL 0909P-01-053.000) INTO NEW LOTS "A" AND "1"



SUBDIVISION OF LOT "A" BAYOU BERNARD VISTA PLAT BOOK 22, PAGE 30

PROPERTY NOW OR FORMERLY OF ROBERT C. WESSLER & WIFE DEED BOOK 858, PAGE 242

BAYOU BERNARD VISTA PLAT BOOK 21, PAGE 38

PROPERTY NOW OR FORMERLY OF SAVANNAH MARIE METZ INST. NO. 2013-6571-D-J1

REFERENCE MATERIAL

HARRISON COUNTY GIS WEBSITE
PLAT OF SUBDIVISION OF LOT "A" BAYOU BERNARD VISTA PB 22-PG 30
PLAT OF BAYOU BERNARD VISTA PB 21-PG 38

ZONING NOTE

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THE SETBACK REQUIREMENTS ARE AS FOLLOWS:
FRONT YARD: 25 FEET
SIDE YARD: 8 FEET
REAR YARD: 8 FEET

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1. NO TITLE SEARCH, ABSTRACT OR TITLE OPINION WAS PERFORMED BY NDR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THE OPINION OF THE LOCATION AND EXTENT OF THE PROPERTY REPRESENTED BY THIS SURVEY DOES NOT IMPLY OR GUARANTEE TITLE TO ANY PERSONS OR PARTIES. THERE MAY BE ADDITIONAL EASEMENTS OR OTHER INSTRUMENTS THAT WOULD BE DISCOVERED IN A TITLE INVESTIGATION, NOT SHOWN ON THIS PLAT WHICH COULD EFFECT THE BOUNDARIES OR INTERIORS OF THE SUBJECT PROPERTY.
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3. THIS SURVEY IS SUBJECT TO ALL APPLICABLE HARRISON COUNTY REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS AND RIGHTS OF WAY OF RECORD.
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THIS PROPERTY IS LOCATED IN ZONE "AE" (BASE ELEV. 15.00 & 16.00), AS PUBLISHED BY THE FEDERAL INSURANCE ADMINISTRATION, OFFICIAL FLOOD HAZARD MAP, COMMUNITY PANEL NUMBER 28047C 0266 G, REVISED 06/16/2009.

SURVEY LEGEND

(MEAS) DENOTES MEASURED THIS SURVEY
(PLAT) DENOTES PER RECORDED PLAT

GPS NOTATION

BEARINGS FOR THIS SURVEY WERE ESTABLISHED IN MISSISSIPPI STATE PLANE EAST ZONE COORDINATES BY GPS OBSERVATION. COMBINED FACTOR DERIVE USING CORPSCON 6.
REFERENCE MERIDIAN: ST. STEPHENS
REFERENCE NETWORK: EARL DUDLEY INET GPS NETWORK
STATE PLANE COORDINATE ZONE: MISSISSIPPI EAST
HORIZONTAL DATUM: NAD 1983
VERTICAL DATUM: NAVD 1988 GEOID 12A
SCALE FACTOR: 0.999954778
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Paul A. Liles 05/26/2017
PAUL ANTHONY LILES P.L.S. #3174
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PREPARED BY:

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1641 Poppos Ferry Rd., Suite A-4
Biloxi, Mississippi 39532
Office 228.388.1950 | Fax 228.388.1971
www.mpeng.us

NEW BOUNDARY FOR RESUBDIVISION OF

LOT "A", SUBDIVISION OF LOT "A" BERNARD BAYOU VISTA & LOT 1 BERNARD BAYOU VISTA, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

RESUB

Resubdivision

RE-SUBDIVISION OF LOT "A" OF THE SUBDIVISION OF LOT "A", BAYOU BERNARD VISTA (TAX PARCEL 0909P-01-054.000) & LOT 1, BAYOU BERNARD VISTA (TAX PARCEL 0909P-01-053.000) INTO NEW LOTS "A" AND "1"

CERTIFICATE OF RESUBDIVISION

IN ACCORDANCE WITH SECTION 9-48 OF THE CODE OF ORDINANCE (SUBDIVISION REGULATIONS) OF THE CITY OF GULFPORT AS AMENDED, IT IS HEREBY CERTIFIED THAT THE GULFPORT CITY PLANNING COMMISSION CHAIRMAN AND GULFPORT CITY COUNCIL HAVE REVIEWED AND APPROVED THIS FINAL PLAT FOR THE RESUBDIVISION OF PARCELS "0909P-01-054.000" & "0909P-01-053.000" IN SECTION 24, TOWNSHIP 7 SOUTH, RANGE 11 WEST, INTO NEW "LOT A" AND "LOT 1". THE SUBJECT PROPERTY IS GENERALLY DESCRIBED AS BEING LOCATED ON THE SOUTH SIDE OF BLUFF LANE, WEST OF RIDGE ROAD AT THE ENTRANCE TO THE CUL-DE-SAC OF BLUFF LANE. THE AD VALOREM TAX PARCEL NUMBER OF THE SUBJECT PROPERTIES ARE 0909P-01-054.000 (INSTRUMENT # 2011-8363-D-J1) & 0909P-01-053.000 (DEED BOOK 1229, PAGE 72). THE CASE FILE NUMBER IS _____

LEGAL DESCRIPTION OF LAND PRIOR TO THIS RESUBDIVISION (PER DEED)

PROPERTY OF FRANK W. BORDEAUX, PARCEL NO. 0909P-01-054.000

INSTRUMENT NO. 2011-8363-D-J1

LOT A, SUBDIVISION OF LOT A, BERNARD BAYOU VISTA, ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK 22 AT PAGE 30.

LEGAL DESCRIPTION OF LAND PRIOR TO THIS RESUBDIVISION (PER DEED)

PROPERTY OF JOSEPH L. HAMNER & CYNTHIA M. HAMNER, PARCEL NO. 0909P-01-053.000

DEED BOOK 1229, PAGE 72

LOT 1, BERNARD BAYOU VISTA, A SUBDIVISION ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI IN PLAT BOOK 21 AT PAGE 38.

LEGAL DESCRIPTION OF THE PARCELS CREATED BY THIS RESUBDIVISION

LEGAL DESCRIPTION OF LOT "A": AS PER SURVEY

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 11 WEST, ST. STEPHENS MERIDIAN, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2 INCH IRON ROD DENOTING THE NORTHEAST CORNER OF LOT 1, BERNARD BAYOU VISTA, AS RECORDED IN PLAT BOOK 21 AT PAGE 38 ON FILE IN THE OFFICE OF THE CHANCERY CLERK, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI, SAID CORNER ALSO BEING ON THE SOUTH RIGHT OF WAY MARGIN OF BLUFF LANE; THENCE RUN ALONG SAID RIGHT OF WAY MARGIN SOUTH 89 DEGREES 35 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 93.47 FEET TO A 1/2 INCH CAPPED IRON ROD SET AND THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY RUN SOUTH 00 DEGREES 22 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 102.47 FEET TO A 1/2 INCH CAPPED IRON ROD SET; THENCE RUN SOUTH 42 DEGREES 08 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 6.32 FEET TO A 1/2 INCH CAPPED IRON ROD SET; THENCE RUN SOUTH 00 DEGREES 22 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 42.77 FEET TO A 1/2 INCH CAPPED IRON ROD SET; THENCE RUN SOUTH 89 DEGREES 37 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 10.81 FEET TO A 1/2 INCH CAPPED IRON ROD FOUND; THENCE RUN SOUTH 89 DEGREES 37 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 83.19 FEET TO A 1/2 INCH IRON ROD FOUND; THENCE RUN SOUTH 89 DEGREES 37 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 11.47 FEET TO A POINT ON THE BANK LINE OF BAYOU BERNARD; THENCE FOLLOW THE BANKLINE NORTHWESTERLY FOR A DISTANCE OF 37 FEET, MORE OR LESS TO A POINT THAT IS NORTH 24 DEGREES 14 MINUTES 22 SECONDS WEST A DISTANCE OF 36.55 FEET FROM THE PREVIOUSLY DESCRIBED POINT; THENCE RUN NORTH 27 DEGREES 00 MINUTES 00 SECONDS EAST, THROUGH A 1/2 INCH CAPPED WITNESS ROD SET AT 13.14 FEET, FOR A TOTAL DISTANCE OF 118.34 FEET TO A 1/2 INCH IRON ROD FOUND ON THE SOUTH RIGHT OF WAY OF BLUFF LANE AND THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 83 DEGREES 59 MINUTES 14 SECONDS AND A RADIUS OF 35.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 51.30 FEET TO AN X MARK CHISELED IN A CONCRETE DRIVE THAT IS NORTH 75 DEGREES 24 MINUTES 22 SECONDS EAST A DISTANCE OF 46.83 FEET FROM THE PREVIOUSLY DESCRIBED POINT; THENCE RUN NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 9.62 FEET TO A 1/2 INCH IRON ROD FOUND; THENCE RUN NORTH 89 DEGREES 35 MINUTES 26 SECONDS EAST A DISTANCE OF 6.59 FEET TO THE POINT OF BEGINNING, CONTAINING 13,313.52 SQUARE FEET OR 0.31 ACRES, MORE OR LESS.

LEGAL DESCRIPTION OF THE PARCELS CREATED BY THIS RESUBDIVISION

LEGAL DESCRIPTION OF LOT 1: AS PER SURVEY

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 11 WEST, ST. STEPHENS MERIDIAN, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2 INCH IRON ROD DENOTING THE NORTHEAST CORNER OF LOT 1, BERNARD BAYOU VISTA, AS RECORDED IN PLAT BOOK 21 AT PAGE 38 ON FILE IN THE OFFICE OF THE CHANCERY CLERK, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI, SAID CORNER ALSO BEING ON THE SOUTH RIGHT OF WAY MARGIN OF BLUFF LANE; THENCE RUN ALONG SAID RIGHT OF WAY MARGIN SOUTH 89 DEGREES 35 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 93.47 FEET TO A 1/2 INCH CAPPED IRON ROD SET; THENCE DEPARTING SAID RIGHT OF WAY RUN SOUTH 00 DEGREES 22 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 102.47 FEET TO A 1/2 INCH CAPPED IRON ROD SET; THENCE RUN SOUTH 42 DEGREES 08 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 6.32 FEET TO A 1/2 INCH CAPPED IRON ROD SET; THENCE RUN SOUTH 00 DEGREES 22 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 42.77 FEET TO A 1/2 INCH CAPPED IRON ROD SET; THENCE RUN NORTH 89 DEGREES 37 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 88.84 FEET TO A 1/2 INCH CAPPED IRON ROD SET; THENCE RUN NORTH 00 DEGREES 12 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 150.01 FEET TO THE POINT OF BEGINNING, CONTAINING 13,796.98 SQUARE FEET OR 0.32 ACRES, MORE OR LESS.

PREPARED BY:	
MP	
MACHADO PATANO	
1641 Poyas Ferry Rd., Suite A-4 Biloxi, Mississippi 39532 Office 228.388.1950 Fax 228.388.1971 www.mpeing.us	
NEW PARCEL DESCRIPTIONS FOR RESUBDIVISION OF	
LOT "A", SUBDIVISION OF LOT "A" BERNARD BAYOU VISTA & LOT 1 BERNARD BAYOU VISTA, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI	
RESUB	
SHEET 3 OF 5	

RE-SUBDIVISION OF LOT "A" OF THE SUBDIVISION OF LOT "A", BAYOU BERNARD VISTA (TAX PARCEL 0909P-01-054.000) & LOT 1, BAYOU BERNARD VISTA (TAX PARCEL 0909P-01-053.000) INTO NEW LOTS "A" AND "1"

PLANNING COMMISSION

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

_____, 2016.

PLANNING COMMISSION CHAIRMAN

PLANNING DIVISION ADMINISTRATOR

APPROVAL

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT CITY COUNCIL AT THE REGULAR MEETING OF SAID

COUNCIL HELD ON THE _____ DAY OF _____, 2016.

ATTEST:

CLERK OF COUNCIL

PRESIDENT

THIS RESUBDIVISION PLAT AND CERTIFICATE OF RESUBDIVISION, HAVING BEEN SUBMITTED AND APPROVED

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

_____, MAYOR

PREPARED BY:	
	
MACHADO PATANO	
1641 Popps Ferry Rd., Suite A-4 Biloxi, Mississippi 39532 Office 228.388.1950 Fax 228.388.1971 www.mpeing.us	
COUNCIL APPROVALS FOR RESUBDIVISION OF	
LOT "A", SUBDIVISION OF LOT "A" BERNARD BAYOU VISTA & LOT 1 BERNARD BAYOU VISTA, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI	
RESUB	

RE-SUBDIVISION OF LOT "A" OF THE SUBDIVISION OF LOT "A", BAYOU BERNARD VISTA (TAX PARCEL 0909P-01-054.000) & LOT 1, BAYOU BERNARD VISTA (TAX PARCEL 0909P-01-053.000) INTO NEW LOTS "A" AND "1"

OWNERS CERTIFICATE TAX PARCEL 0909P-01-054.000

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

RATIFIED AND APPROVED BY: Frank Bordeaux

[Signature]
SIGNATURE OF OWNER OR REPRESENTATIVE
THIS 4th DAY OF June, 2017.

FRANK W. BORDEAUX
PRINT NAME

ACKNOWLEDGE

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF MISSISSIPPI, COUNTY OF HARRISON,
PERSONALLY APPEARED THE FORENAMED ,
WHO ACKNOWLEDGED THAT HE/SHE ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND
DEDICATION FOR THE PURPOSE THERIN SET FORTH.

Brenda S Chapman 3-21-2021
NOTARY PUBLIC MY COMISSION EXPIRES



OWNERS CERTIFICATE TAX PARCEL 0909P-01-053.000

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

RATIFIED AND APPROVED BY: Frank Bordeaux

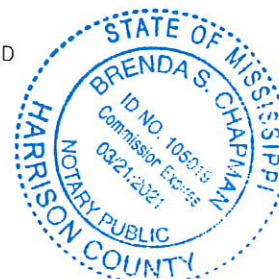
[Signature]
SIGNATURE OF OWNER OR REPRESENTATIVE
THIS 7th DAY OF June, 2017.

FRANK W. BORDEAUX
PRINT NAME

ACKNOWLEDGE

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF MISSISSIPPI, COUNTY OF HARRISON,
PERSONALLY APPEARED THE FORENAMED ,
WHO ACKNOWLEDGED THAT HE/SHE ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND
DEDICATION FOR THE PURPOSE THERIN SET FORTH.

Brenda S Chapman 3-21-2021
NOTARY PUBLIC MY COMISSION EXPIRES



PREPARED BY:	
MP MACHADO PATANO	
CIVIL ELECTRICAL MECHANICAL SURVEYING 1641 Poppo Ferry Rd., Suite A-4 Biloxi, Mississippi 39532 Office 228.388.1950 Fax 228.388.1971 www.mpeng.us	
OWNERS CERTIFICATES FOR RESUBDIVISION OF	
LOT "A", SUBDIVISION OF LOT "A" BERNARD BAYOU VISTA & LOT 1 BERNARD BAYOU VISTA, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI	
SHEET NO. 4 OF 5	



URBAN DEVELOPMENT
PLANNING DIVISION

July 6, 2017

Frank W. Bordeaux
11633 Bluff Lane
Gulfport, MS 39503

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

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

RE: Resubdivision 1707PC078: Frank W. Bordeaux, property owner, request to divide the tax parcels 0909P-01-053.000 and 0909P-01-054.000 containing 27,081 square feet into two parcels zoned R-1-7.5 (Single Family); located north of W Taylor Road, south of and adjacent to Bluff Lane, east of and adjacent to Bayou Bernard, west of Ridge Road, in Ward 4.

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 Planning Commission will hold a public hearing to consider the above request at 4:30 P.M. on **Thursday, July 27, 2017** in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

It is your option whether 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 will be available for public review at the office of the Department of Urban Development - Planning Division located at the Hardy Building, 1410 24th Avenue. 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 Planning Commission's recommendation may file a written notice of objection within fifteen (15) calendar days after the date of the Planning Commission hearing. The notice of objection 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 objection shall be forwarded as part of the record with the record and recommendation from the Planning Commission to the Mayor and City Council. The City Council shall make a final decision based upon the record as submitted. No new evidence may be presented at the meeting.

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

Sincerely,

Thomas Lane
Planner II

CC: Agent, Adjacent Property Owners (You have been identified as owning property within 160 feet of this request)

PARCEL_ID ID (078)	NAME	ADDRESS_1	CITY	STATE	ZIP
0909P-01-054.000	BORDEAUX FRANK W (Owner)	11633 BLUFF LN	GULFPORT	MS	39503
	Adjacent Property Owners				
0909P-01-038.000	DANE ROBERT SCHAEFFER	11622 BLUFF LANE	GULFPORT	MS	39503
0909P-01-036.000	SMITH CHRISTOPHER EDWARD & DIANE B	11601 CARLENE DR	GULFPORT	MS	39503
0909P-01-041.000	EAGLE DAWG PROPERTIES LLC	P O BOX 2408	GULFPORT	MS	39505
0909P-01-039.000	WHITE JAMES D & JEANIE B	11612 BLUFF LN	GULFPORT	MS	39501
0909P-01-049.000	THOMAS JASON L & STACEY M	11575 BLUFF LN	GULFPORT	MS	39503
0909P-01-044.000	DUNN HELEN L	11566 BLUFF LN	GULFPORT	MS	39503
0909P-01-055.000	WESSLER ROBERT C & WF	11643 BLUFF LN	GULFPORT	MS	39503
0909P-01-053.000	HAMNER JOSEPH L & CYNTHIA M	11625 BLUFF LN	GULFPORT	MS	39503
0909P-01-052.000	METZ SAVANNAH MARIE	11611 BLUFF LN	GULFPORT	MS	39503
0909P-01-052.001	METZ ALLEN G JR & PEGGY ALESIA	11603 BLUFF LANE	GULFPORT	MS	39503
0909P-01-057.000	DANE LESLIE W	11638 BLUFF LN	GULFPORT	MS	39503
0909P-01-033.000	WARD JASON L	11573 CARLENE DR	GULFPORT	MS	39503
0909P-01-034.000	BORDEAUX NAIEM JOSEPH & JUDY WELLS	11585 CARLENE DR	GULFPORT	MS	39503
0909P-01-043.000	BORDEAUX GEORGE T & SANDRA	11574 BLUFF LN	GULFPORT	MS	39503
0909P-01-042.000	WALKER DIANNE BOBO-TRUSTEE	11582 BLUFF LN	GULFPORT	MS	39503
0909P-01-056.000	WESSLER ROBERT C & WF	11643 BLUFF LN	GULFPORT	MS	39503
0909P-01-051.000	VLAHOS DEMETRI N	11591 BLUFF LANE	GULFPORT	MS	39503
0909P-01-032.000	MITCHELL CHARLES JR & BREWER B	11565 CARLENE DR	GULFPORT	MS	39503
0909P-01-035.000	SHADDIX VIRGINIA J	11593 CARLENE DR	GULFPORT	MS	39503
0909P-01-050.000	DANE & ASSOCIATES LLC	11638 BLUFF LANE	GULFPORT	MS	39503
0909P-01-048.000	HOOD PATTI	11563 BLUFF LN	GULFPORT	MS	39507
0909P-01-037.000	FISHER PAM	11617 CARLENE DR	GULFPORT	MS	39501
0909P-01-040.000	DUNN TROY & LAURA	11604 BLUFF LANE	GULFPORT	MS	39503
0910A-01-004.000	BAYOU BLUFF TENNIS CLUB INC	P O BOX 6205	GULFPORT	MS	39501

1. CITY OF GULFPORT PLANNING COMMISSION

2. 1707PC078

3

4

TRANSCRIPT OF HEARING

5

July 27, 2017

6

PLANNING

7

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT

8

COMMISSION HELD AT THE CITY OF GULFPORT FIRE DEPARTMENT

JULY

9

CONFERENCE ROOM, GULFPORT, MISSISSIPPI, ON THE 27TH DAY OF

10

2017 COMMENCING AT 4:30 P.M. AND REPORTED BY

11

NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

12

13

COMMISSION MEMBERS PRESENT:

14

KEITH WILLIAMS, President

15

COLETTE TOWLES

16

WILLIAM "PRINCE" JONES

17

MARTY WARREN

18

DOUG HANCOCK

19

B.J. SELLERS

20

VIRGINIA ADOLPH

21

EVERETTE "LAD" LADNER

22

23

STAFF PRESENT:

24

GREG HOLMES

25

CORY LONG

26

MATILDA WELCH

27

24

25

N.J. SOROE, CSR #1297

1. 2. Resubdivision 1707PC078
2. MR. LONG: Item 2, Resubdivision 1707PC078, has
3. been duly and timely noticed as required by law. The applicant
4. requests to divide tax parcels into two parcels zoned R-1-7.5
5. located north of West Taylor Road, south of and adjacent to
6. Bluff Lane, east of and adjacent to Bayou Bernard, west of
7. Ridge Road, and it's in Ward 4. A copy of the packet
8. considered is hereby offered into the record.
9. MR. WILLIAMS: All right.
10. Someone here to speak for this request?
11. MR. BORDEAUX: Frank Bordeaux, 11633 Bluff Lane.
12. Basically what we're doing is, I own both
13. parcels of property, we are asking for resubdivision basically
14. moving our -- I asked for a variance last week and was granted
15. a variance for building an addition to my current home to move
16. my father into that structure. We needed to get a variance due
17. to setbacks. This will move the setback over, but it will
18. still stay within the city setback for both parcels of
19. property. So neither parcel will be in violation of a setback.
20. One of the main reasons is right there is where
21. the drainage is. I live on the bottom of a hill. The drainage

22. comes through there. I want to put an underground culvert
23. through from the beginning of my yard back to the back of
the
24. yard, and I want to maintain that on my property if I were
to
25. ever sell the home next to me.

N.J. SOROE, CSR #1297

1. That's about it unless y'all have any questions.
2. MR. WILLIAMS: Yeah, Frank, I got a question.
3. You say you had gotten a variance, and you got the variance
4. even though the setbacks were within what the city
requires? I
5. didn't understand what the variance was for.
6. MR. BORDEAUX: Can I show you?
7. MR. WILLIAMS: Please.
8. MR. BORDEAUX: The variance is where we're going
9. to have the new structure that we're going to build. The
10. variance was for the new -- so the corner of this
structure,
11. basically I'm moving the new addition to be in a line with
my
12. home. I could do it like this (indicating) without a
variance
13. of any of this. It just wouldn't be aesthetically
pleasing.
14. I had all the neighbors over to my house to go
15. through this. They've all agreed to everything I've
requested.
16. It will be aesthetically more pleasing to turn the new
17. structure this way.
18. So the corner of the structure on this side was
19. going into the city setback by two foot eight inches
roughly,
20. and on the back of the back corner it was going into
setback

21. about four feet, four and a half feet, somewhere around there.
22. And so like I said, we could have built the
23. structure and stayed within the city, but the neighborhood and
24. neighbors, my across the street neighbors, preferred that I
25. twisted it so it would look better with the neighborhood.

N.J. SOROE, CSR #1297

1. MR. LADNER: I have a quick question. So you
2. got a variance last week. So with this lot realignment,
you
3. don't need the variance.
4. MR. BORDEAUX: Correct. We don't need a
5. variance on the back part of the property.
6. MR. LADNER: So the variance is to meet them.
7. MR. BORDEAUX: Yes, sir.
8. MR. LADNER: I looked through here, and I see
9. the survey, and I can't read the writing it's so small.
You've
10. got two lots.
11. MR. BORDEAUX: Yes, sir.
12. MR. LADNER: How many square feet are you
13. changing the alignment to the other lot?
14. MR. BORDEAUX: So the --
15. MR. LADNER: Or how far is it moving over; do
16. you know?
17. MR. BORDEAUX: It's about six feet.
18. MR. LADNER: So it's about a six foot
19. realignment of the lot line.
20. MR. BORDEAUX: Yes, sir. And you'll see how
21. it's drawn. It's drawn to stay within the setback. It
jogs
22. out a little bit. And the reason why we had to do that was
to

23. stay within the city setbacks on both lots because there's
an

24. air condition tower on the other house. And so we had to
kind

25. of jog the line back.

N.J. SOROE, CSR #1297

1. MR. LADNER: Okay. So the shape pretty much
2. stays the same, and the size just increases on the one and
3. decreases on the other.
4. MR. BORDEAUX: Yes, sir.
5. MR. LADNER: That one that's losing the size is
6. still a buildable lot.
7. MR. BORDEAUX: It's still a buildable lot, and
8. it says within the setback -- I mean, it stays eight feet
off
9. the other side of that home, at minimum eight feet off the
side
10. of that home, yes, sir.
11. MR. LADNER: And you talked to your neighbors,
12. and they're okay with all that.
13. MR. BORDEAUX: I own that house. I had a
14. meeting with all the neighborhood, and nobody was in
opposition
15. of it.
16. MR. LADNER: Okay. Thank you.
17. MR. WILLIAMS: All right. Any other questions
18. of the applicant?
19. MR. HANCOCK: I've got one. So I think what
20. you're saying here is if you don't get this approval, then
you
21. would be two and a half feet -- is that what we're talking
22. about? -- out of --
23. MR. BORDEAUX: The corner of the structure would

24. be two and a half feet.

25. The main reason I want it is to be able to put

N.J. SOROE, CSR #1297

1. the underground culvert and be able to maintain that water flow
2. going through the yard. You know, also, if I sell that home,
3. what I'm doing will benefit the other property, getting the
4. water off of their lot, as well. I just want to make sure that
5. I can maintain it into the future. I don't know what the other
6. person is going to do.
7. MR. WILLIAMS: All right. Other questions?
8. If anything comes up, we'll bring you back up.
9. Thank you, sir.
10. Anyone else here to speak for the request?
11. Is there anyone here tonight to speak against
12. this request?
13. Can we get staff's recommendation, please?
14. MR. LONG: Staff recommendation is to deny the
15. request based on the interpretation of the City of Gulfport
16. legal department regarding restrictive covenants for this
17. particular area.
18. MR. WILLIAMS: Commissioners, we've heard
19. staff's recommendation. Any questions, comments, or a motion?
20. MR. HANCOCK: One question for Mr. Holmes. Just
21. as usual, the neighbors were all noticed. Did you have any
22. kind of feedback from the neighbors about whether they had any

23. issue with the request? I know we don't have anybody here

24. tonight.

25. MR. HOLMES: No, sir. Even on the variance,

N.J. SOROE, CSR #1297

1. nobody showed up in opposition.
2. MR. LADNER: Just one question for Greg. So
3. this is a restrictive covenant in the subdivision that
doesn't
4. allow for resubdivision?
5. MR. HOLMES: The way we read it. Now, we read
6. it differently than the way Mr. Bordeaux reads it.
Basically
7. the way we read it is that you can't change the
configuration
8. of the lots to have less square foot than the way they ere
9. platted.
10. MR. BORDEAUX: Less than 25,000 square feet. So
11. this one currently has 27,000.
12. MR. LADNER: So this is one of those issues
13. that's here because it's not a black and white issue as far
as
14. you're saying he can't do it by law, but we're here for the
15. gray area.
16. MR. HOLMES: Yes, sir.
17. MR. LADNER: Not that the city's just dead
18. against it, but you have to be by law.
19. MR. HOLMES: No, we're not dead against it, but
20. it's got different interpretation on this and have to
follow
21. certain ordinances.
22. MR. JONES: I have a question. When you say

23. different interpretation of what the law says, that could be
24. -- did the two of you discuss that, did y'all discuss that law?
25. MR. BORDEAUX: And I also discussed it with

N.J. SOROE, CSR #1297

1. legal, as well. And when we were designing the
resubdivision,
2. the covenants, there's two caveats that prevents
resubdivision.
3. And one is the lot cannot be made less than 25,000 square
feet,
4. and we're not doing that. My lot is 15,000, this lot is
5. 27,000, and so we're not taking more to make it less than
6. 25,000. Then there is you can't go into the buildable area
of
7. the other lot. And so by us taking within the city's
setbacks,
8. we believe we're not going into the buildable area because
you
9. can't build in the city setback anyway.
10. And so that's where we believe that we're
11. following both parts of the covenants.
12. MR. JONES: Back to you. Again, it's nothing
13. with your interpretation of how it was read, and I saw
where it
14. was rejected. But my thing is when you say you have 27,000
15. square feet, so that still wouldn't be right provided going
to
16. what your rules of the city.
17. MR. HOLMES: The way we read it, we read it as
18. you can't reduce the size of these lots, the sites as
19. originally platted. It's just a difference of how we're
20. reading it. Same covenant, we're just reading it
differently.

21. MR. SELLERS: Anybody know off the top of their
22. head which number in the covenants apply to what we're
talking
23. about here? I'am trying to find it.
24. Okay. Here it is. It's in Number 1. I'm
25. sorry.

N.J. SOROE, CSR #1297

1. MR. BORDEAUX: Number 1 and Number 2 deal with
2. lot size.
3. MR. SELLERS: Can I make a comment?
4. MR. WILLIAMS: Please.
5. MR. SELLERS: I'm not an attorney, let me say
6. first off. But one of the things say less front footage,
which
7. that's not being affected. Less area for any building
site.
8. If there was not a house already there, I think that would
9. apply. But being that the house is already there and it's
10. going to stay within the required setbacks, I think that,
in my
11. opinion, that kind of goes away.
12. MR. BORDEAUX: And that's where I --
13. MR. SELLERS: But if there wasn't a house there,
14. I would say that's pretty cut and dry, this wouldn't be
15. allowed. But being that there is a structure already there
and
16. it's within the setbacks, I don't see it as a problem, just
my
17. opinion.
18. MS. TOWLES: And I am a lawyer --
19. MR. SELLERS: My non-legal opinion.
20. MS. TOWLES: -- but I'm not a real estate
21. lawyer. But it seems to me that the person who would be
22. aggrieved is the very owner himself if we were to pass this

23. because any detriment falls back on him as the property owner

24. of both pieces. Is that not correct?

25. MR. HOLMES: Yes, it is.

N.J. SOROE, CSR #1297

1. MS. TOWLES: He would be the one who would have
2. to file a complaint against himself.
3. MR. HOLMES: That's true.
4. MS. TOWLES: Thank you.
5. MR. WILLIAMS: For clarity on that, these are
6. subdivision covenants, so therefore, I mean, while it's
7. directly affecting both of those lots, it is a subdivision
8. covenant, so it would technically affect anyone in there.
9. MS. TOWLES: But we don't have any opposition.
10. MR. WILLIAMS: Correct.
11. MR. HANCOCK: One more question. Is there a
12. homeowners' association?
13. MR. BORDEAUX: There's not. But I reached out
14. to everybody in the entire neighborhood. And there's four
15. homes and a house that sit on two lots. And so I don't
know
16. when the resubdivision happened or how that happened, but
there
17. is several homes that have been subdivided in my
neighborhood.
18. I have several letters, and I should have
19. printed them out, several letters in support of what we're
20. doing.
21. MR. HANCOCK: So in the absence of a homeowners'
22. association, I mean, who would be the party that would
bring

23. some sort of an issue forward? Does anybody know the answer to

24. that? Just one of the residents?

25. MR. HOLMES: Yeah.

N.J. SOROE, CSR #1297

1. MR. WILLIAMS: Yeah.
2. And, Commissioners, we deal with this from time
3. to time that the staff is obligated to review, make their
own
4. interpretation, and then make a decision based off of the
way
5. that they view it and the way that they interpret it.
There
6. have been times, although we have very few I think, that
the
7. commission may not side with the department. And it
doesn't
8. mean that the commission or the department are wrong, it's
just
9. the interpretation of the way that we look at it.
10. MS. ADOLPH: Have those neighbors, are they in
11. proximity for notification regarding Mr. Bordeaux's
request?
12. MR. HOLMES: Yes.
13. MS. ADOLPH: Okay.
14. MR. LADNER: So we don't have anybody here
15. against?
16. MR. WILLIAMS: No, nobody is here against this.
17. All right. Any other future questions,
18. comments? Or can we get a motion?
19. MR. JONES: Well, again, I listened to what Mr.
20. Holmes said, I listened to what Frank said, and I guess you

21. have to go with your mind. And by me saying that, I move that

22. we do not accept the staff recommendation to not allow, and I

23. want to make the motion that we allow it to happen. That's in

24. Case File 1707PC078.

25. MR. WILLIAMS: Do I have a second?

N.J. SOROE, CSR #1297

1. MR. SELLERS: Second.
2. MR. WILLIAMS: I got a motion and a second to
3. allow the resubdivision in Case Number 1707PC078 and a second.
4. Any further discussion on that? If not, all those in favor
5. signify by saying aye. Any opposed? It passes. Thank you.
6. Appreciate it, sir.

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N.J. SOROE, CSR #1297

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2

3 1707PC078

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COURT REPORTER'S CERTIFICATE

7

8 I, Norma Jean Ladner Soroe, Certified Shorthand

and

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

10 ability I have reported the hearing held before the City of

pages

11 Gulfport Planning Commission and that the foregoing 12

12 constitute a true and correct transcription of said hearing

13 held on the 27th day of July 2017.

14 I do further certify that my certificate annexed

transcript.

15 hereto applies only to the original and certified

of

16 The undersigned assumes no responsibility for the accuracy

direction.

17 any reproduced copies not made under my control and

2017.

18 Witness my signature this the 31st day of July

19

20

21

22

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

23

24

25

N.J. SOROE, CSR #1297

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: August 14, 2017

Re: Resubdivision 1707PC079

Subject: Paul A. Liles of Machado | Patano, agent for RFFS, LLC, requests division of the tax parcels 0808M-02-002.000 and 0808M-02-002.001 containing 2.15 acres into two parcels zoned B-4 (Highway Business): located north of Community Road, south of Dedeaux Road, east of Old Highway 49, and west of and adjacent to Highway 49, in Ward 7.

Planning Staff recommendation: To Approve the request with conditions

Planning Commission recommendation: To accept staff recommendation

Motion: Towles

Second: Jones

KEITH WILLIAMS – Chairman

MICHAEL DANIELS – **Absent**

COLETTE TOWLES – **Yea**

VIRGINIA ADOLPH – **Yea**

CHARLIE HEWES – **Absent**

EVERETTE LADNER – **Yea**

BJ SELLERS – **Yea**

WM. PRINCE JONES – **Yea**

DOUG HANCOCK – **Yea**

MARTIN WARREN, JR – **Yea**

JOHN ANTHONY – **Absent**

Action: Motion carried unanimously.

Speaking for the Petition: Paul Liles

Speaking against the Petition: None

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

Please place the attached item on the Council agenda for August 22, 2017.

STAFF REPORT (Resubdivision)

GENERAL INFORMATION

Case File Number: 1707PC079

Hearing Date: July 27, 2017

Current Zoning/Use: B-4 (Highway Business) / Funeral Home

Proposal: Paul A. Liles of Machado | Patano, agent for RFFS, LLC, requests division of the tax parcels 0808M-02-002.000 and 0808M-02-002.001 containing 2.15 acres into two parcels zoned B-4 (Highway Business).

Location: North of Community Road, south of Dedeaux Road, east of Old Highway 49, and west of and adjacent to Highway 49, in Ward 7.

ANALYSIS

The applicant requests a resubdivision of the parcels 0808M-02-002.000 and 0808M-02-002.001, containing 2.15 acres, into Parcel "A" to contain 1.57 acres and Parcel "B" to contain 0.58 acres, zoned B-4 (Highway Business District). These proposed parcels are located adjacent to existing city rights-of-way, are protected by Gulfport Fire and Police, and will have capacity for city water and sewer. In addition, the applicant states there are no protective or restrictive covenants which would prevent the resubdivision of the parcels.

The Gulfport Subdivision Regulations require that:

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

The property has an existing funeral home with an applicant stated 150-person seating capacity. For this use, the ordinance requires one parking space for every three seats; therefore, there is a parking requirement of at least 50 spaces for the site. As proposed, the resubdivided site will retain 84 conforming spaces in addition to seven Americans with Disabilities Act (ADA) specialized spaces. After this proposed resubdivision, the new parcel and the site for the funeral home will remain in conformity and would meet all other subdivision regulations. As such, the staff recommends to approve the request.

CONDITIONS BY DEPARTMENTS AND AGENCIES

Engineering: No conditions. Memo dated July 10, 2017.

Public Works: No conditions. Memo dated July 10, 2017.

Traffic and Safety: No conditions. Memo dated July 7, 2017.

Building Code Services: No conditions. Memo dated July 5, 2017.

Police Department: No conditions. Memo dated June 30, 2017.

Fire Department: No conditions. Memo dated July 5, 2017.

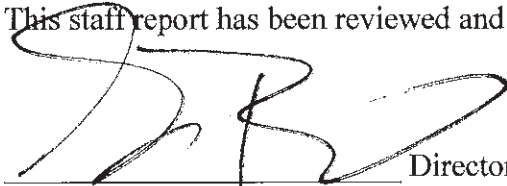
G.I.S. : No conditions. Memo dated July 5, 2017.

RECOMMENDATION

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

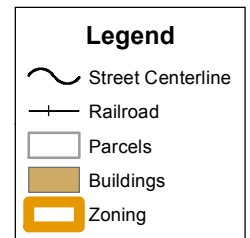
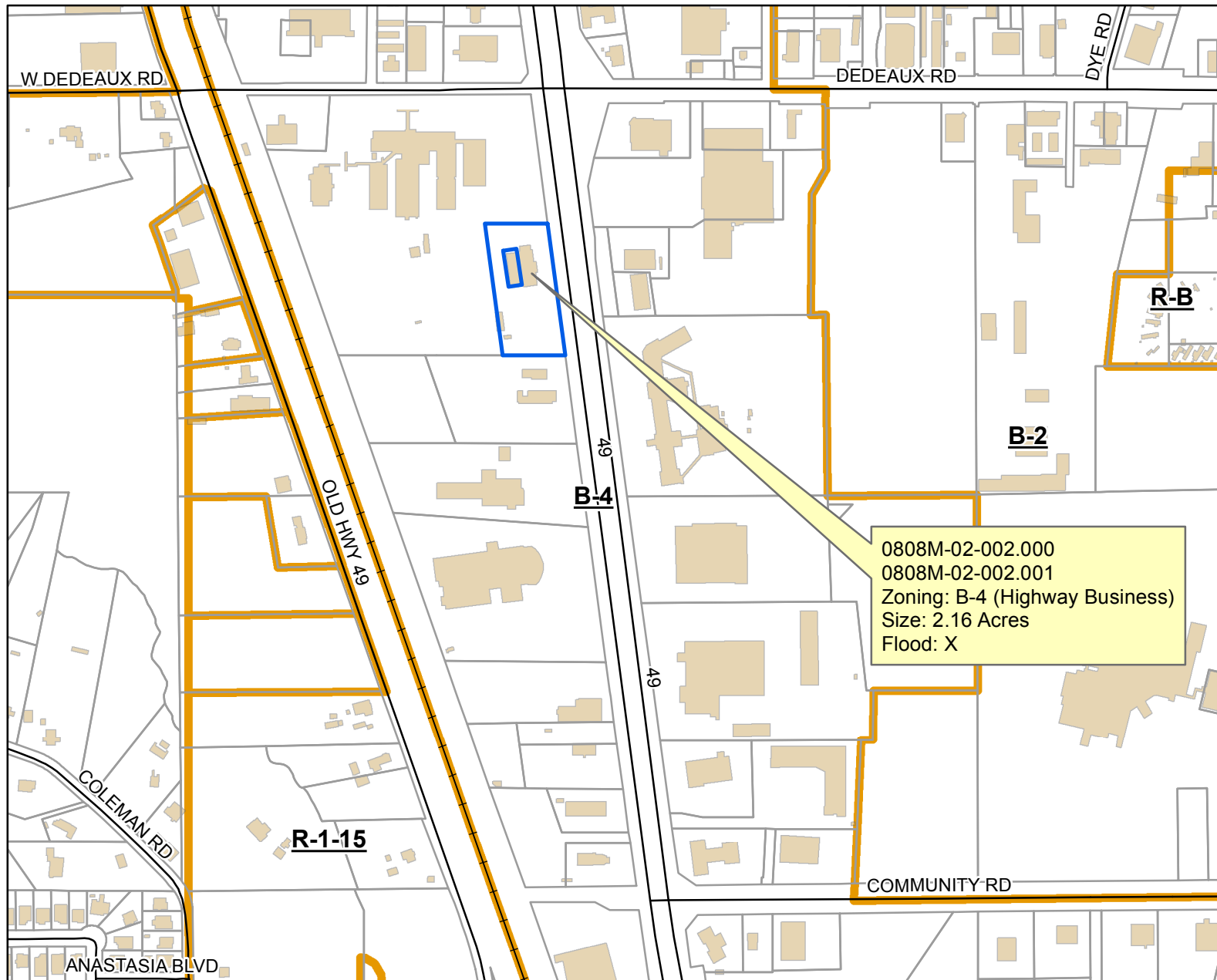
APPROVALS

This staff report has been reviewed and approved by:



Greg Pietrangelo Director of Urban Development Department

7.12



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

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

0	8	0	8	M

 -

0	2

 -

0	0	2

 .

0	0	0

(If necessary, use separate sheet of paper)

For Staff Use Only

Case File #: 1707PC079

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

Size: 94,085

Address of Property Involved: 11213 Hwy 49, Gulfport, Ms

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

General Location: Approx. 440' South of Dedeaux Rd / Hwy 49 intersection, West Side

GENERAL DESCRIPTION OF REQUEST:

Split parcel into 2 parcels

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

RFFS LLC

Printed Name Of Owner

P.O. Box 2188

Mailing Address

Gulfport Ms 39505

City

State

Zip code

Home Phone

Work/Cell Phone

Email

[Signature]

Signature Of Owner

David Riemann

AGENT

Paul A. Liles c/o Machado Patano

Printed Name Of Agent

1641 Popp's Ferry Rd, Suite A-4

Mailing Address

Biloxi Ms 39532

City

State

Zip code

Home Phone

Work/Cell Phone

Email

tliles@mpeng.us

Paul A. Liles

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 6/7/2017



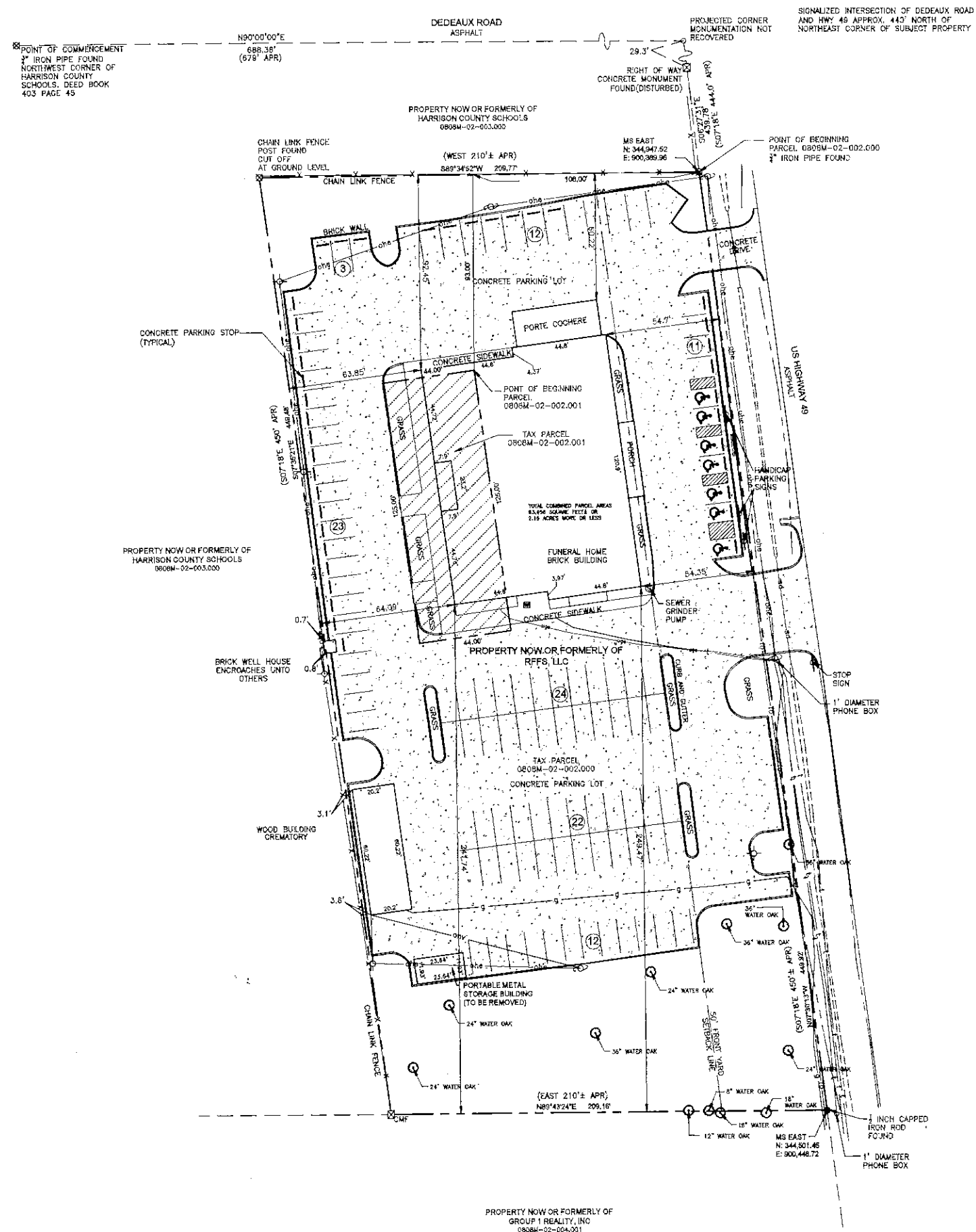
1 inch = 54 feet

- Addresspoints
- ~ Principal Arterial
- ~ WaterFeatures
- Parcels

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RESUBDIVISION OF TAX PARCELS 0808M-02-002.000 & 0808M-02-002.001 INTO NEW PARCELS "A" AND "B"



ABOVEGROUND, APPARENT, AND REASONABLY ACCESSIBLE LOCATIONS AND INVERTS ON EXISTING UTILITIES AND DRAINAGE FEATURES WERE OBTAINED DURING FIELD SURVEY. NO UNDERGROUND TRACEMENT OF SUCH UTILITIES AND DRAINAGE FEATURES WERE OBTAINED. FURTHER LOCATIONS BY CONTRACTOR MAY BE NECESSARY PRIOR TO ANY CONSTRUCTION.

CONTACT MISSISSIPPI 811 ONE CALL BEFORE CONSTRUCTION

LOCATE CONFIRMATION NUMBER:
17051816501334

● IRF	DENOTES IRON ROD FOUND
● IPF	DENOTES IRON PIPE FOUND
○ IRS	DENOTES IRON ROD SET
⊗ CMF	DENOTES CONCRETE MONUMENT FOUND
(APR)	AS PER RECORD
WM	DENOTES WATER METER
SSWD	DENOTES SANITARY SEWER CLEANOUT
SSMH	DENOTES SANITARY SEWER MANHOLE
UP	DENOTES UTILITY POLE
— t —	DENOTES UNDERGROUND TELEPHONE LINE
— uge —	DENOTES UNDERGROUND ELECTRIC LINE
— g —	DENOTES UNDERGROUND GAS LINE
— ohe —	DENOTES OVERHEAD POWER LINE
— fo —	DENOTES FIBER OPTIC LINE
— otyv —	DENOTES OVERHEAD CABLE/VIDEO LINES
— X —	DENOTES FENCE LINE

INSTRUMENT NO. 2007-5616D-J1
INSTRUMENT NO. 2001-12601D-J1
INSTRUMENT NO. 2002-5821D-J1
INSTRUMENT NO. 2007-11954D-J1
DEED BOOK 1266 PAGE 137
DEED BOOK 403 PAGE 45
PREVIOUS SURVEY BY ARCHIE APRIL, PLS DATED APRIL 16, 2014

ZONING AND PARKING INFORMATION AS PER CITY OF GULFPORT ZONING ORDINANCE, REVISED DECEMBER 10, 2015.

ZONED B-4 (HIGHWAY BUSINESS DISTRICT)

BUILDING HEIGHT: NOT TO EXCEED 50'

SETBACK REQUIREMENTS
FRONT YARD: MINIMUM 50'
SIDE YARD: NON REQUIRED UNLESS ABUTTING RESIDENTIAL, THEN 25'
REAR YARD: NON REQUIRED UNLESS ABUTTING RESIDENTIAL, THEN 25'

BEARINGS FOR THIS SURVEY WERE ESTABLISHED IN MISSISSIPPI STATE PLANE EAST ZONE COORDINATES BY GPS OBSERVATION. COMBINED FACTOR DERIVED USING CORPSCON 6.

REFERENCE MERIDIAN: ST STEPHENS MERIDIAN
REFERENCE RTK NETWORK: EARL DUDLEY INET OPS NETWORK
STATE PLANE COORDINATE ZONE: MISSISSIPPI EAST
HORIZONTAL DATUM: NAD 1983
VERTICAL DATUM: NAVD 1988 GEOID 12A
SCALE FACTOR: 0.999958071
COMBINED SCALE FACTOR: 0.999950346
CONVERGENCE ANGLE: -00° 08' 08.09419"

BY GRAPHIC PLOTTING ONLY, THE PROPERTY IS LOCATED IN ZONE "X" UNSHADED WITH NO BASE ELEVATION REQUIREMENT, AS PUBLISHED BY THE FEDERAL INSURANCE ADMINISTRATION, OFFICIAL FLOOD HAZARD MAP, COMMUNITY PANEL 28047C02550, DATED JUNE 16, 2009. CHECK WITH BUILDING OFFICIALS OR LOCAL GOVERNING AUTHORITY FOR COMMUNITY DETERMINED BASE FLOOD ELEVATION. AN EXACT DESIGNATION CAN ONLY BE DETERMINED BY AN ELEVATION CERTIFICATE. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THE SURVEYOR'S/ENGINEER'S OPINION OF THE PROBABILITY OF FLOODING. IN ADDITION, THIS SURVEYOR/ENGINEER ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

FLOOD ZONE DESIGNATIONS:
ZONE "X UNSHADED" (OTHER AREAS) - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

REVISION 1: ADDITION OF TAX PARCEL
0808M-02-002.001 06/14/2017

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREON DESCRIBED AND DELINEATED, AND THAT THE MEASUREMENTS AND OTHER DATA INDICATED ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS IS A CLASS "B" SURVEY COMPLETED ON 06/26/2017, REVISED 06/14/2017.

Paul A. Liles 06/14/2017
PAUL ANTHONY LILES P.L.S. #3174
PHONE: (228) 388-1850
EMAIL: LILES@MPENG.US

PREPARED BY:

MP
MACRADO PATANO

CIVIL
ELECTRICAL
MECHANICAL
SURVEYING
1641 Poppy Ferry Rd., Suite A-4
Biloxi, Mississippi 39532
Office 228.388.1950 | Fax 228.388.1971
www.mpeng.us

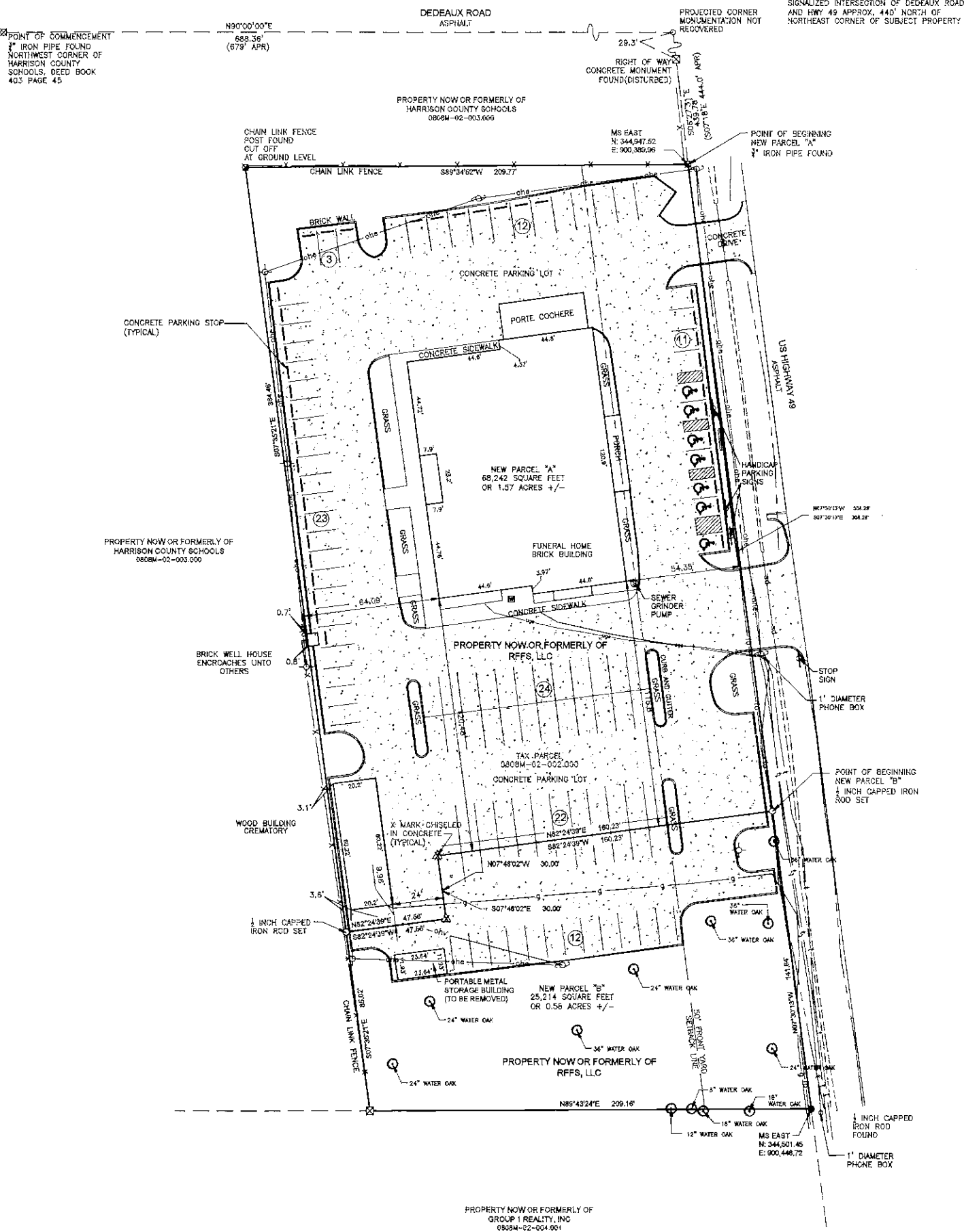
BOUNDARY AND IMPROVEMENTS SURVEY
OF TAX PARCEL 0808M-02-002.000
& 0808M-02-002.001

BEING SITUATED IN THE SOUTHWEST QUARTER,
SECTION 9, TOWNSHIP 7 SOUTH, RANGE 11 WEST,
ST. STEPHENS MERIDIAN, CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT,
HARRISON COUNTY, MISSISSIPPI

RESUB

SHEET 1 OF 4

RESUBDIVISION OF TAX PARCELS 0808M-02-002.000 & 0808M-02-002.001 INTO NEW PARCELS "A" AND "B"



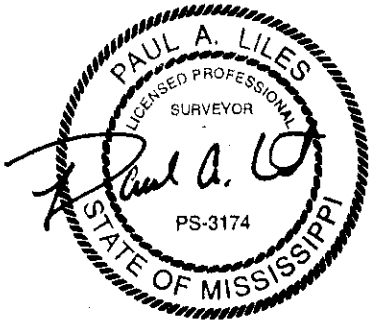
ABOVEGROUND, APPARENT, AND REASONABLY ACCESSIBLE LOCATIONS AND INVERTS ON EXISTING UTILITIES AND DRAINAGE FEATURES WERE OBTAINED DURING FIELD SURVEY. NO UNDERGROUND TRACEMENT OF SUCH UTILITIES AND DRAINAGE FEATURES WERE OBTAINED. FURTHER LOCATIONS BY CONTRACTOR MAY BE NECESSARY PRIOR TO ANY CONSTRUCTION.

CONTACT MISSISSIPPI 811 ONE CALL BEFORE CONSTRUCTION

LOCATE CONFIRMATION NUMBER:
17051816501334

● IRF	DENOTES IRON ROD FOUND
● IPF	DENOTES IRON PIPE FOUND
○ IRS	DENOTES IRON ROD SET
⊠ CMF	DENOTES CONCRETE MONUMENT FOUND
(APR)	AS PER RECORD
⊠	DENOTES WATER METER
⊠	DENOTES SANITARY SEWER CLEANOUT
⊠	DENOTES SANITARY SEWER MANHOLE
⊠	DENOTES UTILITY POLE
---	DENOTES UNDERGROUND TELEPHONE LINE
---	DENOTES UNDERGROUND ELECTRIC LINE
---	DENOTES UNDERGROUND GAS LINE
---	DENOTES OVERHEAD POWER LINE
---	DENOTES FIBER OPTIC LINE
---	DENOTES OVERHEAD CABLE/VIDEO LINES
---	DENOTES FENCE LINE

INSTRUMENT NO. 2007-5916D-1
INSTRUMENT NO. 2001-1260D-1
INSTRUMENT NO. 2002-5921D-1
INSTRUMENT NO. 2007-11954D-1
DEED BOOK 1266 PAGE 137
DEED BOOK 403 PAGE 45
PREVIOUS SURVEY BY ARCHIE APRIL, PLS DATED APRIL 16, 2014



ZONING AND PARKING INFORMATION AS PER CITY OF GULFPORT ZONING ORDINANCE, REVISED DECEMBER 10, 2015.

ZONED B-4 (HIGHWAY BUSINESS DISTRICT)

BUILDING HEIGHT: NOT TO EXCEED 50'

SETBACK REQUIREMENTS

FRONT YARD: MINIMUM 50'

SIDE YARD: NON REQUIRED UNLESS ABUTTING RESIDENTIAL, THEN 25'

REAR YARD: NON REQUIRED UNLESS ABUTTING RESIDENTIAL, THEN 25'

BEARINGS FOR THIS SURVEY WERE ESTABLISHED IN MISSISSIPPI STATE PLANE EAST ZONE COORDINATES BY GPS OBSERVATION, COMBINED FACTOR DERIVED USING CORPSCON 6.

REFERENCE MERIDIAN: ST. STEPHENS MERIDIAN
REFERENCE RTK NETWORK: EARL DUDLEY INET GPS NETWORK
STATE PLANE COORDINATE ZONE: MISSISSIPPI EAST
HORIZONTAL DATUM: NAD 1983
VERTICAL DATUM: NAVD 1988 GEOID 12A
SCALE FACTOR: 0.999958071
COMBINED SCALE FACTOR: 0.999958046
CONVERGENCE ANGLE: -00° 08' 06.09413"

BY GNAPHIC PLOTTING ONLY, THE PROPERTY IS LOCATED IN ZONE "X" UNSHADED WITH NO BASE ELEVATION REQUIREMENT, AS PUBLISHED BY THE FEDERAL INSURANCE ADMINISTRATION, OFFICIAL FLOOD HAZARD MAP, COMMUNITY PANEL 28047C02550, DATED JUNE 16, 2009. CHECK WITH BUILDING OFFICIALS OR LOCAL GOVERNING AUTHORITY FOR COMMUNITY PANEL FLOOD ELEVATION. AN EXACT DESIGNATION CAN ONLY BE DETERMINED BY AN ELEVATION CERTIFICATE. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THE SURVEYOR'S/ENGINEER'S OPINION OF THE PROBABILITY OF FLOODING. IN ADDITION, THIS SURVEYOR/ENGINEER ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

FLOOD ZONE DESIGNATIONS:

ZONE "X UNSHADED" (OTHER AREAS) -- AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

REVISION 1: ADDITION OF TAX PARCEL
0808M-02-002.001 06/14/2017

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREON DESCRIBED AND DELINEATED AND THAT THE MEASUREMENTS AND OTHER DATA INDICATED ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS IS A CLASS "B" SURVEY COMPLETED ON 05/26/2017, REVISED 06/14/2017.

Paul A. Liles 06/14/2017
PAUL ANTHONY LILES P.L.S. #3174
PHONE: (228) 388-1950
EMAIL: LILES@MPENGUS

PREPARED BY:

MP
MACHADO PATANO

CIVIL
ELECTRICAL
MECHANICAL
SURVEYING

1641 Poppo Perry Rd., Suite A-4
Biloxi, Mississippi 39532
Office 228.388.1950 | Fax 228.388.1971
www.mpeneng.us

RESUBDIVISION BOUNDARIES
OF TAX PARCEL 0808M-02-002.000
& 0808M-02-002.001

BEING SITUATED IN THE SOUTHWEST QUARTER,
SECTION 9, TOWNSHIP 7 SOUTH, RANGE 11 WEST,
ST. STEPHENS MERIDIAN, CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT,
HARRISON COUNTY, MISSISSIPPI

DATE: 06/26/2017
DRAWN BY: JBR
CHECKED BY: PLS
LOCATION: X

SHEET NO. 2 OF 4

RESUB

RESUBDIVISION OF TAX PARCELS 0808M-02-002.000 & 0808M-02-002.001 INTO NEW PARCELS "A" AND "B"

CERTIFICATE OF RESUBDIVISION

IN ACCORDANCE WITH SECTION 9-48 OF THE CODE OF ORDINANCE (SUBDIVISION REGULATIONS) OF THE CITY OF GULFPORT AS AMENDED, IT IS HEREBY CERTIFIED THAT THE GULFPORT CITY PLANNING COMMISSION CHAIRMAN AND GULFPORT CITY COUNCIL HAVE REVIEWED AND APPROVED THIS FINAL PLAT FOR THE RESUBDIVISION OF PARCEL "0808M-02-002.000" IN SECTION 9, TOWNSHIP 7 SOUTH, RANGE 11 WEST, INTO NEW "LOT A" AND "LOT B". THE SUBJECT PROPERTY IS GENERALLY DESCRIBED AS BEING LOCATED ON THE WEST SIDE OF US HIGHWAY 49, APPROXIMATELY 450 FEET SOUTH OF THE INTERSECTION OF SAID HIGHWAY AND DEDEAUX ROAD. THE AD VALOREM TAX PARCEL NUMBER OF THE SUBJECT PROPERTIES ARE 0808M-02-002.000 (INSTRUMENT # 2007-5616-D-J1). THE CASE FILE NUMBER IS _____

LEGAL DESCRIPTION OF LAND PRIOR TO THIS RESUBDIVISION (PER DEED)

PROPERTY OF REFFS LLC, PARCEL NO. 0808M-02-002.000 & PARCEL NO. 0808M-02-002.001

INSTRUMENT NO. 2007-5616-D-J1

TWO PARCELS OF LAND IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT OF THE WEST MARGIN OF THE RIGHT OF WAY OF U.S. HIGHWAY 49, 21 FEET SOUTH OF THE CENTER LINE OF A COUNTY ROAD KNOWN AND DESIGNATED AS DEDEAUX ROAD; THENCE RUN SOUTH 7 DEGREES 18 MINUTES EAST ALONG THE WEST MARGIN OF THE RIGHT OF WAY OF U.S. HIGHWAY 49 A DISTANCE OF 444 FEET TO A POINT; THENCE FROM SAID POINT RUN DUE WEST A DISTANCE OF 108 FEET TO A POINT; THENCE RUN SOUTH A DISTANCE OF 93 FEET TO THE POINT OF BEGINNING OF THE PARCEL. HEREIN CONVEYED WHICH POINT ALSO MARKS THE NORTHWEST CORNER OF THE EXTERIOR WALL OF THE RIEMANN FUNERAL HOME AS THE SAME EXISTED PRIOR TO 1986; FROM SAID POINT OF BEGINNING CONTINUE SOUTH WITH THE WEST WALL OF SAID PRE-EXISTING BUILDING A DISTANCE OF 125 FEET TO A POINT WHICH ALSO MARKS THE SOUTHWEST CORNER OF SAID PRE-EXISTING BUILDING; RUN THENCE WEST A DISTANCE OF 44 FEET; RUN THENCE NORTH A DISTANCE OF 125 FEET ; RUN THENCE EAST A DISTANCE OF 44 FEET TO THE POINT OF BEGINNING.

PARCEL TWO

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 11 WEST, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT OF THE WEST MARGIN OF THE RIGHT OF WAY OF U.S. HIGHWAY 49, 21 FEET SOUTH OF THE CENTER LINE OF A COUNTY ROAD KNOWN AND DESIGNATED AS DEDEAUX ROAD; THENCE RUN SOUTH 7 DEGREES 18 MINUTES EAST ALONG THE WEST MARGIN OF THE RIGHT OF WAY OF U.S. HIGHWAY 49 A DISTANCE OF 444 FEET TO THE POINT OF BEGINNING OF THE LAND CONVEYED HEREIN; THENCE FROM POINT OF BEGINNING RUN DUE WEST A DISTANCE OF 210 FEET; THENCE RUN SOUTH 7 DEGREES 18 MINUTES EAST ON A LINE PARALLEL WITH THE WEST MARGIN OF U.S. HIGHWAY 49, A DISTANCE OF 450 FEET TO THE FENCE LINE OF THE CLARKE WILSON PROPERTY; THENCE RUN DUE EAST ALONG THE FENCE LINE OF CLARKE WILSON PROPERTY A DISTANCE OF 210 FEET, MORE OR LESS TO THE WEST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 49; THENCE RUN NORTH 7 DEGREES 18 MINUTES WEST ALONG THE WEST MARGIN OF SAID RIGHT OF WAY OF U.S. HIGHWAY 49 A DISTANCE OF 450 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION OF THE PARCELS CREATED BY THIS RESUBDIVISION

LEGAL DESCRIPTION OF PARCEL "A": AS PER SURVEY

A PARCEL OF LAND BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 11 WEST, FRIST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON PIPE ON THE SOUTH MARGIN OF DEDEAUX ROAD, SAID IRON PIPE ALSO BEING THE NORTHWEST CORNER OF THE HARRISON COUNTY SCHOOL DISTRICT PARCEL OF LAND AS DESCRIBED IN DEED BOOK 403 AT PAGE 45 IN THE OFFICE OF CHANCERY CLERK, OF THE AFOREMENTIONED FIRST JUDICIAL DISTRICT; THENCE RUN NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID SOUTH MARGIN FOR A DISTANCE OF 688.36 FEET TO A POINT ON THE WEST MARGIN OF THE RIGHT OF WAY OF U.S. HIGHWAY 49; THENCE RUN SOUTH 06 DEGREES 27 MINUTES 31 SECONDS EAST ALONG THE WEST MARGIN OF U.S. HIGHWAY 49, FOR A DISTANCE OF 439.78 FEET TO AN IRON PIPE FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY RUN SOUTH 89 DEGREES 34 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 209.77 FEET TO A CHAIN LINK FENCE POST(CUT FLUSH WITH GROUND); THENCE RUN SOUTH 07 DEGREES 35 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 364.46 FEET TO A 1/2 INCH CAPPED IRON ROD SET; THENCE RUN NORTH 82 DEGREES 24 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 47.56 FEET TO AN X MARK CHISELED IN CONCRETE; THENCE RUN NORTH 07 DEGREES 48 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 30.00 FEET TO AN X MARK CHISELED IN CONCRETE; THENCE RUN NORTH 82 DEGREES 24 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 160.23 FEET TO A 1/2 INCH CAPPED IRON ROD SET ON THE WEST MARGIN OF THE AFOREMENTIONED US HIGHWAY 49; THENCE RUN NORTH 07 DEGREES 30 MINUTES 13 SECONDS WEST ALONG SAID WEST MARGIN FOR A DISTANCE OF 308.28 FEET TO THE POINT OF BEGINNING, CONTAINING 68,242 SQUARE FEET OR 1.57 ACRES, MORE OR LESS.

LEGAL DESCRIPTION OF THE PARCELS CREATED BY THIS RESUBDIVISION

LEGAL DESCRIPTION OF PARCEL "B": AS PER SURVEY

A PARCEL OF LAND BEING SITUATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 11 WEST, FRIST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON PIPE ON THE SOUTH MARGIN OF DEDEAUX ROAD, SAID IRON PIPE ALSO BEING THE NORTHWEST CORNER OF THE HARRISON COUNTY SCHOOL DISTRICT PARCEL OF LAND AS DESCRIBED IN DEED BOOK 403 AT PAGE 45 IN THE OFFICE OF CHANCERY CLERK, OF THE AFOREMENTIONED FIRST JUDICIAL DISTRICT; THENCE RUN NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID SOUTH MARGIN FOR A DISTANCE OF 688.36 FEET TO A POINT ON THE WEST MARGIN OF THE RIGHT OF WAY OF U.S. HIGHWAY 49; THENCE RUN SOUTH 06 DEGREES 27 MINUTES 31 SECONDS EAST ALONG THE WEST MARGIN OF U.S. HIGHWAY 49, FOR A DISTANCE OF 439.78 FEET TO A 3/4 INCH IRON PIPE FOUND; THENCE RUN ALONG SAID WEST MARGIN SOUTH 07 DEGREES 30 MINUTES 13 SECONDS EAST ALONG SAID WEST MARGIN FOR A DISTANCE OF 308.28 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID MARGIN RUN SOUTH 82 DEGREES 24 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 160.23 FEET TO AN X MARK CHISELED IN CONCRETE; THENCE RUN SOUTH 07 DEGREES 48 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 30.00 FEET TO AN X MARK CHISELED IN CONCRETE; THENCE RUN SOUTH 82 DEGREES 24 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 47.56 FEET TO A 1/2 INCH CAPPED IRON ROD SET; THENCE RUN SOUTH 07 DEGREES 35 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 85.02 FEET TO A CONCRETE MONUMENT FOUND; THENCE RUN NORTH 89 DEGREES 43 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 209.16 FEET TO A 1/2 INCH CAPPED IRON ROD FOUND ON THE WEST MARGIN OF THE AFOREMENTIONED US HIGHWAY 49; THENCE RUN ALONG SAID WEST MARGIN NORTH 07 DEGREES 30 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 141.64 FEET TO THE POINT OF BEGINNING, CONTAINING 25,214 SQUARE FEET OR 0.58 ACRES, MORE OR LESS.

REVISION 1: ADDITION OF TAX PARCEL
0808M-02-002.001 06/14/2017

PREPARED BY:	
	
CIVIL ELECTRICAL MECHANICAL SURVEYING	
1641 Poppo Ferry Rd., Suite A-4 Biloxi, Mississippi 39532 Office 228-388-1950 Fax 228-388-1971 www.mpatano.us	
NEW PARCEL DESCRIPTIONS FOR THE RESUBDIVISION OF TAX PARCEL 0808M-02-002.000 & 0808M-02-002.001	
BEING SITUATED IN THE SOUTHWEST QUARTER, SECTION 9, TOWNSHIP 7 SOUTH, RANGE 11 WEST, ST. STEPHENS MERIDIAN, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI	
RESUB	
SHEET 3 OF 4	

RESUBDIVISION OF TAX PARCELS 0808M-02-002.000 & 0808M-02-002.001 INTO NEW PARCELS "A" AND "B"

OWNERS CERTIFICATE OF EXISTING TAX PARCEL 0808M-02-002.000 & 0808M-02-002.001

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

RATIFIED AND APPROVED BY: [Signature] David C. Riemann
SIGNATURE OF OWNER OR REPRESENTATIVE PRINT NAME

THIS 14th DAY OF JUNE, 2017.

ACKNOWLEDGE
BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF MISSISSIPPI, COUNTY OF HARRISON,
PERSONALLY APPEARED THE FORENAMED ,
WHO ACKNOWLEDGED THAT HE/SHE ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND
DEDICATION FOR THE PURPOSE THERIN SET FORTH.

[Signature] 10/22/18
NOTARY PUBLIC MY COMISSION EXPIRES



PLANNING COMMISSION

SUBMITTED TO AND APPROVED BY THE GULFPORT C.TY PLANNING COMMISSION ON THE _____ DAY OF _____, 2017.

PLANNING COMMISSION CHAIRMAN PLANNING DIVISION ADMINISTRATOR

APPROVAL

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT CITY COUNCIL AT THE REGULAR MEETING OF SAID

COUNCIL HELD ON THE _____ DAY OF _____, 2017.

ATTEST:

CLERK OF COUNCIL PRESIDENT

THIS RESUBDIVISION PLAT AND CERTIFICATE OF RESUBDIVISION, HAVING BEEN SUBMITTED AND APPROVED

BY THE MAYOR, THIS _____ DAY OF _____, 2017.

_____, MAYOR

REVISION 1: ADDITION OF TAX PARCEL
0808M-02-002.001 06/14/2017

MP

WACHANO PATANO

CIVIL
ELECTRICAL
MECHANICAL
SURVEYING

1641 Pappas Ferry Rd., Suite A-4
Biloxi, Mississippi 39532
Office 228.388.1950 | Fax 228.388.1971
www.mpeing.us

OWNERS CERTIFICATE AND COUNCIL APPROVAL
FOR THE RESUBDIVISION
OF TAX PARCEL 0808M-02-002.000
& 0808M-02-002.001

BEING SITUATED IN THE SOUTHWEST QUARTER,
SECTION 9, TOWNSHIP 7 SOUTH, RANGE 11 WEST,
ST. STEPHENS MERIDIAN, CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT,
HARRISON COUNTY, MISSISSIPPI

SCALE: AS SHOWN
PROJECT NO. 2017-10
DATE: 06/20/17
DRAWN BY: JBR
CHECKED BY: JAL
LOCATION: M

RESUB
SHEET 4 OF 4

AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Before me, the undersigned authority in and for the aforesaid state and county, this day personally came and appeared David F. Riemann and David C. Riemann, managing members of RFFS, LLC, who after being duly sworn states on oath:

That they are the managing members of RFFS, LLC. Further, they acknowledge that RFFS, LLC is the owner of that certain real property located in Gulfport, Harrison County, Mississippi being commonly referred to Ad Valorem Tax Parcel Number 0808M-02-002.000 and Ad Valorem Tax Parcel Number 0808M-02-002.001. They acknowledge that the Funeral Home Chapel located on the subject property contains a maximum seating capacity of One Hundred Fifty people. They further acknowledge that they are not aware of any Restrictive Covenants that would prohibit them from subdividing the within described property. Further, they do hereby instruct the Harrison County Tax Assessor's office to combine the current Ad Valorem Tax Parcel Numbers 0808M-02-002.000 and 0808M-02-002.001 into one Ad Valorem Tax Parcel Number to be 0808M-02-002.000.

Further, Affiant sayeth not.

WITNESS MY SIGNATURE on this the th day of June, 2017.

RFFS, LLC

By: David F. Riemann

Its: Managing Member

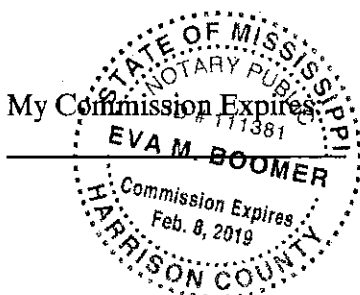
By: David C. Riemann

Its: Managing Member

Sworn to and subscribed before me this the 13th day of June, 2017.


Notary Public

My Commission Expires





URBAN DEVELOPMENT
PLANNING DIVISION

July 6, 2017

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

RFFS LLC C/O David Riemann (Owner)
PO Box 2188
Gulfport, MS 39505

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

RE: Resubdivision 1707PC079: Paul A. Liles of Machado | Patano, agent for RFFS, LLC, requests division of the tax parcels 0808M-02-002.000 and 0808M-02-002.001 containing 2.15 acres into two parcels zoned B-4 (Highway Business): located north of Community Road, south of Dedeaux Road, east of Old Highway 49, and west of and adjacent to Highway 49, in Ward 7.

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 Planning Commission will hold a public hearing to consider the above request at 4:30 P.M. on **Thursday, July 27, 2017** in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

It is your option whether 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 will be available for public review at the office of the Department of Urban Development - Planning Division located at the Hardy Building, 1410 24th Avenue. 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 Planning Commission's recommendation may file a written notice of objection within fifteen (15) calendar days after the date of the Planning Commission hearing. The notice of objection 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 objection shall be forwarded as part of the record with the record and recommendation from the Planning Commission to the Mayor and City Council. The City Council shall make a final decision based upon the record as submitted. No new evidence may be presented at the meeting.

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

Sincerely,



Thomas Lane
Planner II

CC: Agent, Adjacent Property Owners (You have been identified as owning property within 160 feet of this request)

PARCEL_ID 079	NAME	ADDRESS_1	CITY	STATE	ZIP
0808M-02-002.001	RFFS LLC C/O David Riemann (Owner)	P O BOX 2188	GULFPORT	MS	39505
	Paul Liles C/O Machado Patano (Agent)	1641 Popp's Ferry Rd, Ste. A-4	Biloxi	MS	39532
	Adacent Property Owners				
0808M-01-004.006	BBT PROPERTIES LLC	P O BOX 700	CENTREVILLE	MS	39631
0808M-01-004.003	BBT PROPERTIES LLC C/O RYAN LL	15 WEST 6TH ST STE 2400	TULSA	OK	74119
0808M-02-004.001	GROUP 1 REALTY INC	800 GESSNER SUITE 500	HOUSTON	TX	77024
0808M-02-003.000	HARRISON CENTRAL ELEMENTARY/ HAR CO SCHOOLS	15451 Deddeax Rd	GULFPORT	MS	39503
0808M-01-002.001	MEMORIAL HOSPITAL AT GULFPORT	P O BOX 1810	GULFPORT	MS	39502
0808M-01-004.001	RIVERLAND HOLDINGS LLC	P O BOX 2664	GULFPORT	MS	39505

1. CITY OF GULFPORT PLANNING COMMISSION

2. 1707PC079

3

4

TRANSCRIPT OF HEARING

5

July 27, 2017

6

PLANNING

7

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT

8

COMMISSION HELD AT THE CITY OF GULFPORT FIRE DEPARTMENT

JULY

9

CONFERENCE ROOM, GULFPORT, MISSISSIPPI, ON THE 27TH DAY OF

10

2017 COMMENCING AT 4:30 P.M. AND REPORTED BY

11

NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

12

13

COMMISSION MEMBERS PRESENT:

14

KEITH WILLIAMS, President

15

COLETTE TOWLES

16

WILLIAM "PRINCE" JONES

17

MARTY WARREN

18

DOUG HANCOCK

19

B.J. SELLERS

20

VIRGINIA ADOLPH

21

EVERETTE "LAD" LADNER

22

23

STAFF PRESENT:

24

GREG HOLMES

25

CORY LONG

26

MATILDA WELCH

27

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N.J. SOROE, CSR #1297

1. 3. Resubdivision 1707PC079
2. MR. LONG: Resubdivision 1707PC079 has been duly
3. and timely noticed as required by law. The applicant requests
4. division of tax parcels into two parcels zoned B-4 located
5. north of Community Road, south of Dedeaux Road, east of Old
6. Highway 49, and west of and adjacent to Highway 49, in Ward 7.
7. A copy of the packet considered is hereby offered into the
8. record.
9. MR. WILLIAMS: Thank you.
10. Someone here to speak for this case?
11. MR. LILES: My name is Paul Liles, 709 West
12. Penton Avenue, Lumberton, Mississippi. I work for Machado
13. Patano. We are agents for RFFS in this, if anybody has any
14. questions.
15. MR. WILLIAMS: Okay.
16. Commissioners, you see it's resubdivision, you
17. see the two surveys in there showing as it is and as it will be
18. resubdivided.
19. Any questions right now?
20. Thank you. If something comes up, we'll bring
21. you back up.
22. Anyone else here to speak for the request?
23. Anyone here to speak against this request?

24. Can we get staff's recommendation, please.

25. MR. LONG: The request meets the requirements

N.J. SOROE, CSR #1297

1. for resubdivision of property. Therefore, the staff recommends
2. approval subject to all rules and regulations that apply.
3. MR. WILLIAMS: Heard staff's recommendation.
4. Questions, comments, or a motion.
5. MS. TOWLES: I move that we accept the staff's
6. recommendation in Case Number 1707PC079, there being no noted
7. conditions that I see.
8. MR. WILLIAMS: Thank you.
9. Do I have a second?
10. MR. JONES: Second.
11. MR. WILLIAMS: Got a motion to accept staff's
12. recommendation to approve the resubdivision. Any further
13. discussion? If not, all those in favor signify by saying aye.
14. Any opposed? It's been passed. Thank you all. Appreciate it.

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N.J. SOROE, CSR #1297

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION.

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3 1707PC079

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COURT REPORTER'S CERTIFICATE

7

8 I, Norma Jean Ladner Soroe, Certified Shorthand

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

10 ability I have reported the hearing held before the City of
11 Gulfport Planning Commission and that the foregoing 3 pages
12 constitute a true and correct transcription of said hearing
13 held on the 27th day of July 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 31st day of July
2017.

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22

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

23

24

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N.J. SOROE, CSR #1297

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: August 14, 2017

Re: **Resubdivision 1707PC080:**

Subject: Rev. Steve McDaniel Jr, agent for Greater New Light Missionary Baptist Church, Inc. request division of 6.3 acres of land into three parcels at 14273 Old Highway 49 on tax parcel 0707G-01-001.000 zoned R-3 (Multi-family): located north of Green Glade Drive, south of and adjacent to South Swan Road, east of Steven Drive, and west of and adjacent to Old Highway 49, in Ward 7.

Planning Staff recommendation: To approve the applicant request

Planning Commission recommendation: To approve the staff recommendation.

Motion: Mrs. .Adolph

Second: Doug Hancock

KEITH WILLIAMS – Chairman

MICHAEL DANIELS – **Absent**

COLETTE TOWLES – **Yea**

VIRGINIA ADOLPH – **Yea**

CHARLIE HEWES – **Absent**

EVERETTE LADNER – **Yea**

BJ SELLERS – **Yea**

WM. PRINCE JONES – **Yea**

DOUG HANCOCK – **Yea**

MARTIN WARREN, JR – **Yea**

JOHN ANTHONY – **Absent**

Action: Motion carried unanimously.

Speaking for the Petition: Steve McDaniel Jr.

Speaking against the Petition: None

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

Please place the attached item on the Council agenda for August 22, 2017.

STAFF REPORT (Resubdivision)

GENERAL INFORMATION

Case File Number: 1707PC080

Hearing Date: July 27, 2017

Current Zoning/Use: R-3 / Commercial

Proposal: Rev. Steve McDaniel Jr, agent for Greater New Light Missionary Baptist Church, Inc. request division of 6.3 acres of land into three parcels at 14273 Old Highway 49 on tax parcel 0707G-01-001.000 zoned R-3 (Multi-family)

Location: North of Green Glade Drive, south of and adjacent to South Swan Road, east of Steven Drive, and west of and adjacent to Old Highway 49, in Ward 7.

ANALYSIS

The applicant request a Resubdivision of parcel 0707G-01-001.000 containing 6.33 acres to subdivide said parcel into Parcel "A" to contain 2.9 acres, parcel "B" to contain 1.79 acres, and parcel "C" containing 2.46 zoned R-3 (Multifamily residence district). In an R-3 zoning district, the minimum lot size of a parcel of land is 7,500 square feet. The applicant states "the purpose for the resubdivision of property into three parcels is to sale parcel's "B" and "C".

The Gulfport Subdivision Regulations require that:

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

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

CONDITIONS BY DEPARTMENTS AND AGENCIES

Engineering: No conditions. Memo dated 7-10-17.

D. W.

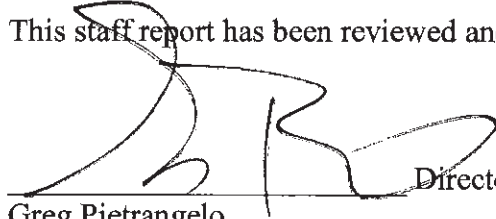
Public Works: No conditions. Memo dated 7-6-17.
Traffic and Safety: No conditions. Memo dated 7-7-17.
Building Code Services: No conditions. Memo dated 7-5-17.
Police Department: No conditions. Memo dated 6-30-17.
Fire Department: No conditions. Memo dated 3-2-16.

RECOMMENDATION

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

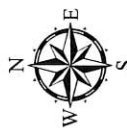
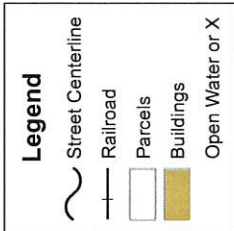
APPROVALS

This staff report has been reviewed and approved by:



Director of Urban Development Department

Greg Pietrangelo



DATA DISCLAIMER:
All information 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.

\$190.00



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

For Staff Use Only

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL # 01076-01-001.000
0000-00-000.000
0000-00-000.000 (If necessary, use separate sheet of paper)

Case File #: _____

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: R-3Ward: 7 Flood: _____Size: 6.3 Acres.Address of Property Involved: 14273 Old Hwy 49, Gulfport, MS 39503Lot(s) _____, Block(s) _____, Subdivision Mares & Bards.General Location: Near intersection of Old Hwy 49 & South Swan

GENERAL DESCRIPTION OF REQUEST:

Split the current property into two parcels and sell
the undeveloped parcel.

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.

Greater

OWNER

AGENT

New Light Missionary Baptist Church, Inc.
 Printed Name Of Owner

Rev. Steve McDaniel, Jr.
 Printed Name Of Agent

14273 Old Hwy 49 / 3374
 Mailing Address

14171 N. White Swan Dr.
 Mailing Address

Gulfport MS 39503
 City State Zip code

Gp 4, MS 39503
 City State Zip code

(228) 832-3488 (228) 424-5004
 Home Phone OFFICE Work/Cell Phone

(228) 832-0978 (228) 424-5004
 Home Phone Work/Cell Phone

mcdanielgulfporte@bellsouth.net
 Email

same: mcdanielgulfporte@bellsouth.net
 Email

Steve McDaniel, Jr.
 Signature Of Owner

Steve McDaniel, Jr.
 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.

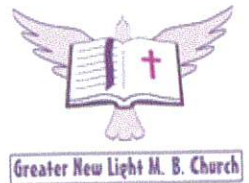


NA

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

Greater New Light M.B. Church

P.O. Box 3374
Gulfport, MS 39505



Pastor: Rev. Steve McDaniel, Jr.
Office: (228) 832-3488
Church Phone: (228) 328-4469

AFFIDAVIT

The State of Mississippi

County of Harrison

I, Pastor Steve McDaniel, Jr., of Gulfport, in Harrison County, Mississippi, MAKE OATH AND SAY THAT:

As the Pastor of New Light Missionary Baptist Church located at 14273 Old Hwy 49 in Gulfport, MS, I am attesting that there are no covenants that prohibits this organization from selling portions of this land for other uses.

STATE OF MISSISSIPPI

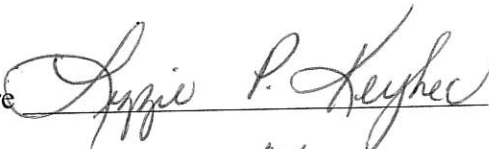
COUNTY OF HARRISON

SUBSCRIBED AND SWORN TO BEFORE ME,

on the 5th day of June, 2017


(Signature)
Steve McDaniel, Jr., Pastor

Signature

 (Seal)

NOTARY PUBLIC

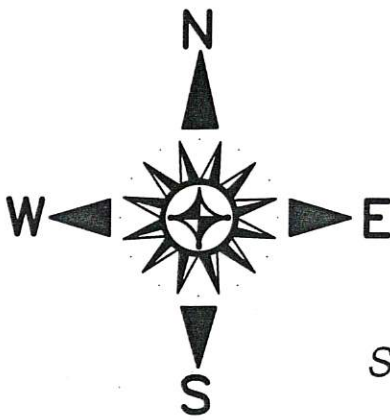
My Commission expires:

May 13, 2018



"A Church Sharing the Light of Jesus" - St. Matthew 5: 14-16

Sharing the Light of Jesus—St. Matthew 5: 14-16

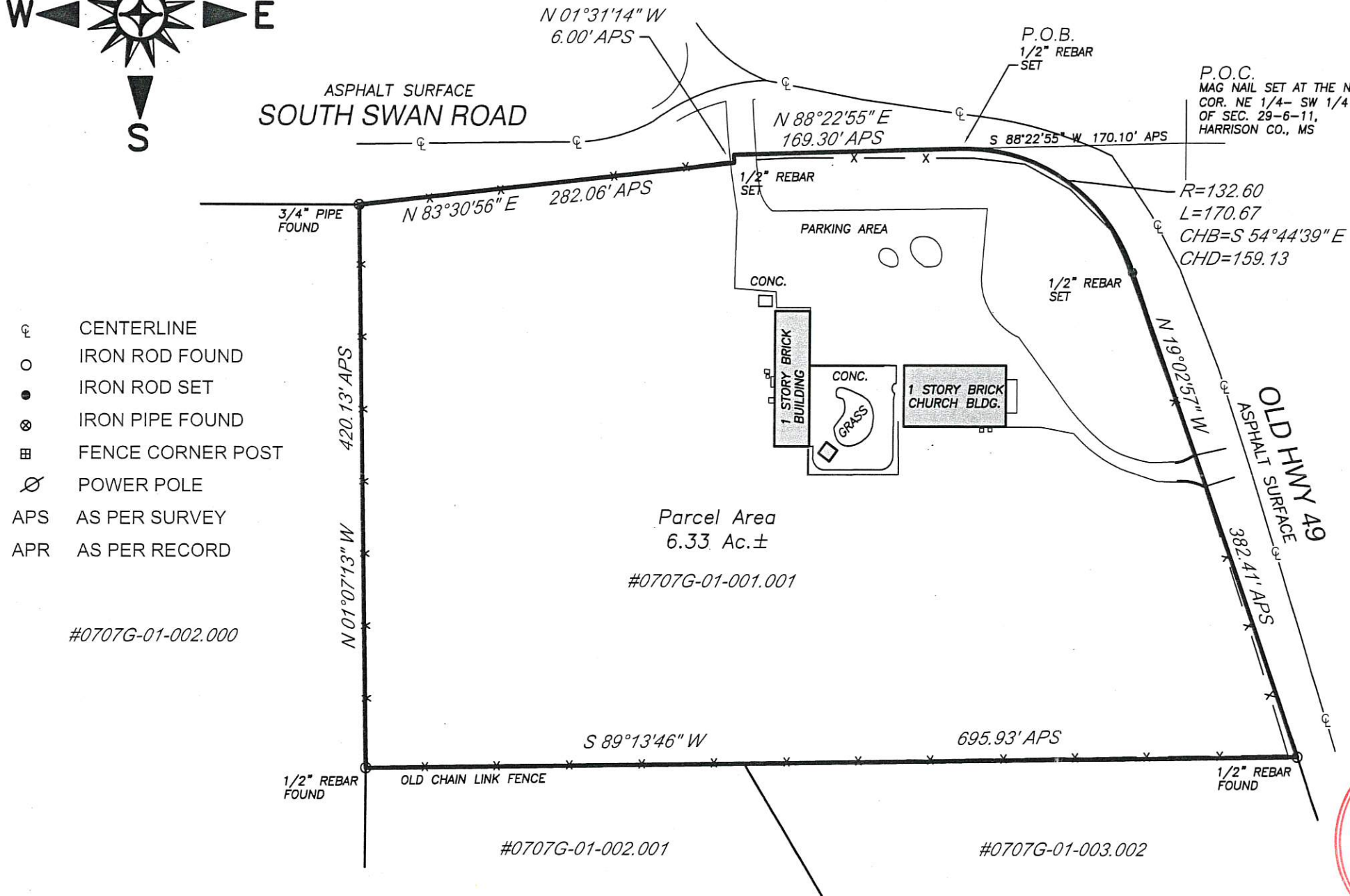


RESUBDIVISION OF TAX PARCEL #
0707G-01-001.001 INTO PARCELS A, B, AND C

LEGAL DESCRIPTION: Tax Parcel # 0707G-01-001.001

A parcel of land situated and being located in the NE 1/4 of the SW 1/4 of Section 29, Township 6 South, Range 11 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the northeast corner of said NE 1/4 of the SW 1/4 of Section 29; thence S 88°22'55" W 170.10 feet to a 1/2" rebar set on the south margin of Old Highway 49 and being the Point of Beginning; thence 170.67 feet along a curve to the right having a radius of 132.60 feet and also having a chord bearing and distance of S 54°44'39" E 159.13 feet along the westerly margin of said Old Highway 49 to a 1/2" rebar set; thence S 19°02'57" E 382.41 feet further along said westerly margin of Old Highway 49 to a 1/2" rebar found; thence S 89°13'46" W 695.93 feet to a 1/2" rebar found; thence N 01°07'13" W 420.13 feet to a 3/4" pipe found on the south margin of South Swan Road; thence N 83°30'56" E 282.06 feet to a 1/2" rebar set; thence N 01°31'14" W 6.00 feet to a 1/2" rebar set; thence N 88°22'55" E 169.30 feet to the Point of Beginning. Said parcel of land contains 6.33 acres, more or less.



POTABLE WATER & SANITARY
SEWER PROVIDED BY THE CITY
OF GULFPORT, MISSISSIPPI

NOTES:

Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or municipal/public service facility. This survey meets Mississippi minimum requirements for a class "B" survey. Survey is valid only if print has original seal and signature of surveyor. No flood zone determination was performed as a part of this survey. An accurate determination can be made by ordering a FEMA Elevation Certificate.

- 1) DEED INSTRUMENT 2006-001210-D-J1
- 2) DEED INSTRUMENT 2006-001209-D-J1

In consideration of the fee paid, I declare that this survey made by me or under my immediate supervision is true and correct to the best of my professional knowledge, information, and belief.

Duke Levy
Duke Levy, RLS #1722

DUKE LEVY & ASSOCIATES, P.A.

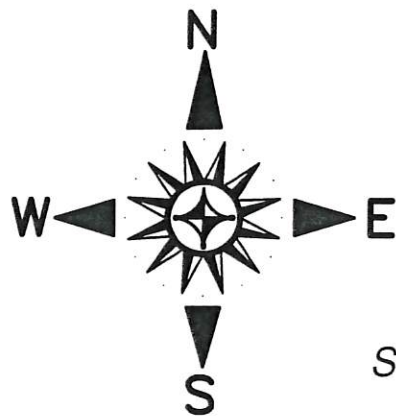


1711 WAVELAND AVENUE
WAVELAND, MS 39576
(228) 467-5212 PHONE

SCALE: 1" = 100'	DATE: 06-07-17
DRAWING: WO# 17-125	CLIENT: Missionary Baptist

BEARINGS REFERENCED TO GEODETIC BY GPS OBSERVATIONS

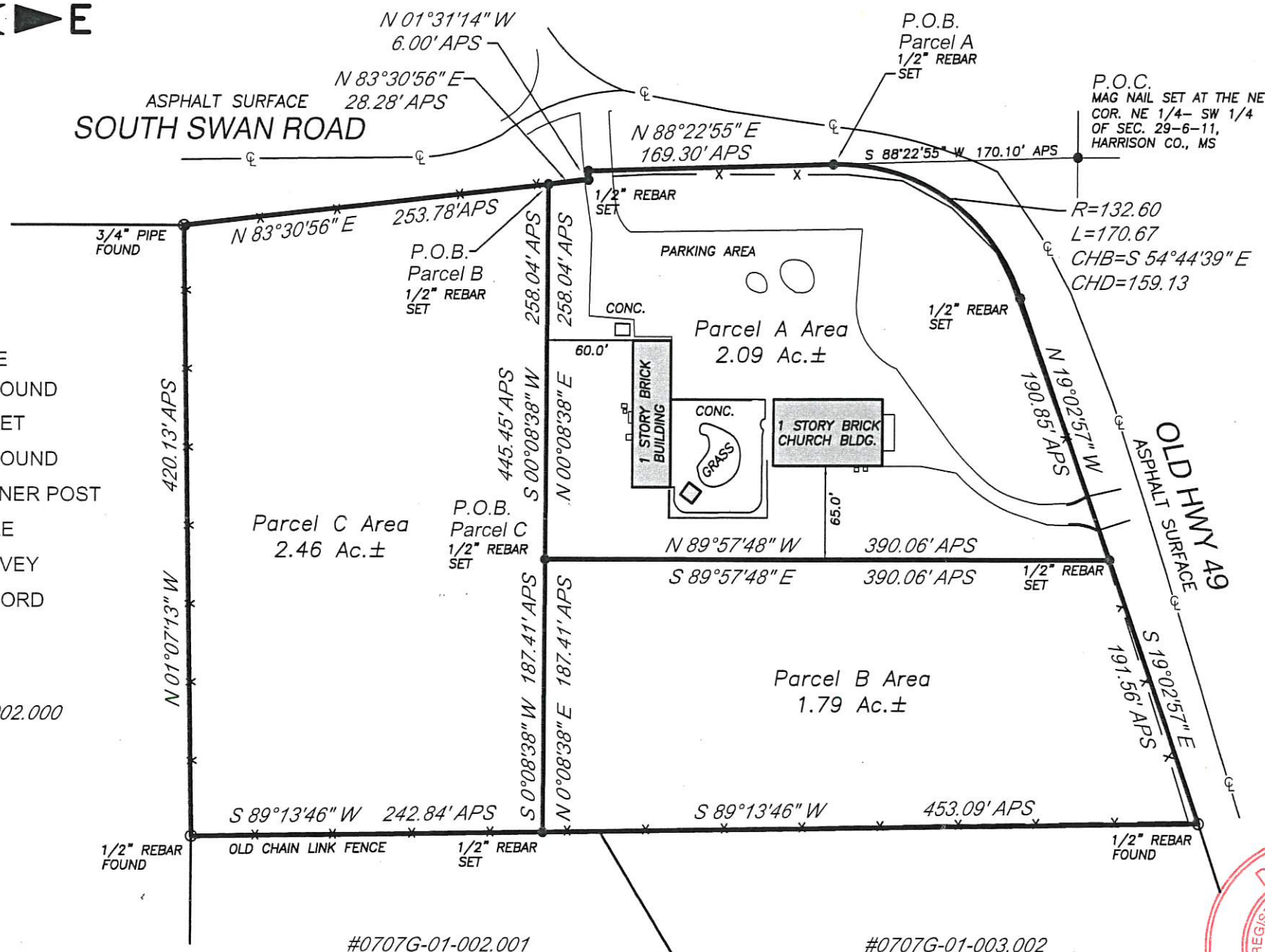
RESUBDIVISION OF TAX PARCEL #
0707G-01-001.001 INTO PARCELS A, B, AND C



LEGEND:

- CL CENTERLINE
- IRON ROD FOUND
- IRON ROD SET
- ⊗ IRON PIPE FOUND
- ⊞ FENCE CORNER POST
- ⊘ POWER POLE
- APS AS PER SURVEY
- APR AS PER RECORD

#0707G-01-002.000



NOTES:

Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or municipal/public service facility. This survey meets Mississippi minimum requirements for a class "B" survey. Survey is valid only if print has original seal and signature of surveyor. No flood zone determination was performed as a part of this survey. An accurate determination can be made by ordering a FEMA Elevation Certificate.

REFERENCES:

- 1) DEED INSTRUMENT 2006-001210-D-J1
- 2) DEED INSTRUMENT 2006-001209-D-J1

BEARINGS REFERENCED TO GEODETIC BY GPS OBSERVATIONS

LEGAL DESCRIPTION: Parcel "A"

A parcel of land situated and being located in the NE 1/4 of the SW 1/4 of Section 29, Township 6 South, Range 11 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the northeast corner of said NE 1/4 of the SW 1/4 of Section 29; thence S 88°22'55" W 170.10 feet to a 1/2" rebar set on the south margin of Old Highway 49 and being the Point of Beginning; thence 170.67 feet along a curve to the right having a radius of 132.60 feet and also having a chord bearing and distance of S 54°44'39" E 159.13 feet along the westerly margin of said Old Highway 49 to a 1/2" rebar set; thence S 19°02'57" E 190.85 feet to a 1/2" rebar set; thence N 89°57'48" W 390.06 feet to a 1/2" rebar set; thence N 00°08'38" E 258.04 feet to a 1/2" rebar set on the south margin of South Swan Road; thence N 83°30'56" E 28.28 feet to a 1/2" rebar set; thence N 01°31'14" W 6.00 feet to a 1/2" rebar set; thence N 88°22'55" E 169.30 feet to the Point of Beginning. Said parcel of land contains 2.09 acres, more or less.

LEGAL DESCRIPTION: Parcel "B"

A parcel of land situated and being located in the NE 1/4 of the SW 1/4 of Section 29, Township 6 South, Range 11 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the northeast corner of said NE 1/4 of the SW 1/4 of Section 29; thence S 88°22'55" W 170.10 feet to a 1/2" rebar set on the south margin of Old Highway 49; thence S 88°22'55" W 169.30 feet to a 1/2" rebar set; thence S 01°31'14" E 6.00 feet to a 1/2" rebar set; thence S 83°30'56" W 28.28 feet to a 1/2" rebar set and being the Point of Beginning; thence S 00°08'38" W 445.45 feet to a 1/2" rebar set; thence S 89°13'46" W 242.84 feet to a 1/2" rebar found; thence N 01°07'13" W 420.13 feet to a 3/4" pipe found on the south margin of South Swan Road; thence N 83°30'56" E 253.78 feet along said south margin of South Swan Road to the Point of Beginning. Said parcel of land contains 2.46 acres, more or less.

LEGAL DESCRIPTION: Parcel "C"

A parcel of land situated and being located in the NE 1/4 of the SW 1/4 of Section 29, Township 6 South, Range 11 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the northeast corner of said NE 1/4 of the SW 1/4 of Section 29; thence S 88°22'55" W 170.10 feet to a 1/2" rebar set on the south margin of Old Highway 49; thence S 88°22'55" W 169.30 feet to a 1/2" rebar set; thence S 01°31'14" E 6.00 feet to a 1/2" rebar set; thence S 83°30'56" W 28.28 feet to a 1/2" rebar set; thence S 00°08'38" W 258.04 feet to a 1/2" rebar set and being the Point of Beginning; thence S 89°57'48" E 390.06 feet to a 1/2" rebar set on the west margin of Old Highway 49; thence S 19°02'57" E 191.56 feet along said west margin of Old Highway 49 to a 1/2" rebar found; thence S 89°13'46" W 453.09 feet to a 1/2" rebar set; thence N 00°08'38" E 187.41 feet to the Point of Beginning. Said parcel of land contains 1.79 acres, more or less.

IN ACCORDANCE WITH FEMA FIRM
MAP 28047C-0255G, EFFECTIVE
DATE JUNE 16, 2009, THIS
PROPERTY IS IN ZONE "X"



In consideration of the fee paid, I declare that this survey made by me or under my immediate supervision is true and correct to the best of my professional knowledge, information, and belief.

Duke Levy
Duke Levy, RLS #1722

DUKE LEVY & ASSOCIATES, P.A.



1711 WAVELAND AVENUE
WAVELAND, MS 39576
(228) 467-5212 PHONE

SCALE: 1" = 100'

DATE: 06-07-17

DRAWING: WO# 17-125

CLIENT: Missionary Baptist

**RESUBDIVISION OF TAX PARCEL #
0707G-01-001.001 INTO PARCELS A, B, AND C**

In accordance with Section 9-48 of the Code of Ordinances (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission have reviewed and approved this Final Plat for the Resubdivision of Parcel 0707G-01-001.001 being a 6.33 acre tract of land in the NE 1/4 of the SW 1/4 of Section 29, Township 6 South, Range 11 West, into parcels "A", "B" and "C" of said Section 29. The subject property is generally described as being located at the intersection of Old Hwy 49 and South Swan Road. The AD Vallorum tax parcel number of the subject property is 0707G-01-001.001 (Deed Instrument 2006-001210-D-J1).

The Case File Number is 1707 PC 080

LEGAL DESCRIPTION: PARCEL 0707G-01-001.001 (PRIOR TO RECONFIGURATION)

A parcel of land situated and being located in the NE 1/4 of the SW 1/4 of Section 29, Township 6 South, Range 11 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the northeast corner of said NE 1/4 of the SW 1/4 of Section 29; thence S 88°22'55" W 170.10 feet to a 1/2" rebar set on the south margin of Old Highway 49 and being the Point of Beginning; thence 170.67 feet along a curve to the right having a radius of 132.60 feet and also having a chord bearing and distance of S 54°44'39" E 159.13 feet along the westerly margin of said Old Highway 49 to a 1/2" rebar set; thence S 19°02'57" E 382.41 feet further along said westerly margin of Old Highway 49 to a 1/2" rebar found; thence S 89°13'46" W 695.93 feet to a 1/2" rebar found; thence N 01°07'13" W 420.13 feet to a 3/4" pipe found on the south margin of South Swan Road; thence N 83°30'56" E 282.06 feet to a 1/2" rebar set; thence N 01°31'14" W 6.00 feet to a 1/2" rebar set; thence N 88°22'55" E 169.30 feet to the Point of Beginning. Said parcel of land contains 6.33 acres, more or less.

SURVEY DESCRIPTION: Parcel "A" (CREATED BY RECONFIGURATION)

A parcel of land situated and being located in the NE 1/4 of the SW 1/4 of Section 29, Township 6 South, Range 11 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the northeast corner of said NE 1/4 of the SW 1/4 of Section 29; thence S 88°22'55" W 170.10 feet to a 1/2" rebar set on the south margin of Old Highway 49 and being the Point of Beginning; thence 170.67 feet along a curve to the right having a radius of 132.60 feet and also having a chord bearing and distance of S 54°44'39" E 159.13 feet along the westerly margin of said Old Highway 49 to a 1/2" rebar set; thence S 19°02'57" E 190.85 feet to a 1/2" rebar set; thence N 89°57'48" W 390.06 feet to a 1/2" rebar set; thence N 00°08'38" E 258.04 feet to a 1/2" rebar set on the south margin of South Swan Road; thence N 83°30'56" E 28.28 feet to a 1/2" rebar set; thence N 01°31'14" W 6.00 feet to a 1/2" rebar set; thence N 88°22'55" E 169.30 feet to the Point of Beginning. Said parcel of land contains 2.09 acres, more or less.

SURVEY DESCRIPTION: Parcel "B" (CREATED BY RECONFIGURATION)

A parcel of land situated and being located in the NE 1/4 of the SW 1/4 of Section 29, Township 6 South, Range 11 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the northeast corner of said NE 1/4 of the SW 1/4 of Section 29; thence S 88°22'55" W 170.10 feet to a 1/2" rebar set on the south margin of Old Highway 49; thence S 88°22'55" W 169.30 feet to a 1/2" rebar set; thence S 01°31'14" E 6.00 feet to a 1/2" rebar set; thence S 83°30'56" W 28.28 feet to a 1/2" rebar set and being the Point of Beginning; thence S 00°08'38" W 445.45 feet to a 1/2" rebar set; thence S 89°13'46" W 242.84 feet to a 1/2" rebar found; thence N 01°07'13" W 420.13 feet to a 3/4" pipe found on the south margin of South Swan Road; thence N 83°30'56" E 253.78 feet along said south margin of South Swan Road to the Point of Beginning. Said parcel of land contains 2.46 acres, more or less.

SURVEY DESCRIPTION: Parcel "B" (CREATED BY RECONFIGURATION)

A parcel of land situated and being located in the NE 1/4 of the SW 1/4 of Section 29, Township 6 South, Range 11 West, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

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DUKE LEVY & ASSOCIATES, P.A.



1711 WAVELAND AVENUE
WAVELAND, MS 39576
(228) 467-5212 PHONE

SCALE: 1" = 100'	DATE: 06-07-17
DRAWING: WO# 17-125	CLIENT: Missionary Baptist

The applicant hereby covenants and agrees to indemnify and hold harmless the City of Gulfport, its agents, servants, and or employees against any all claims, demands, or causes of action of whatever nature which may arise as a result of the action of the Planning Commission, its agents and/or employees concerning the petition for resubdivision of the real property herein described:

Ratified and Approved by:

[Signature]
Signature of Owner

STEVE MCDANIEL JR.
Print Name

This 7th day of JUNE 2017.

[Signature]
Signature of Owner

ANTHONY SHOTWELL
Print Name

This 7th day of JUNE 2017.

Signature of Owner

Print Name

This _____ day of _____ 2017.

ACKNOWLEDGE

Before me, the undersigned, authorized in and for the State of Mississippi, County of Harrison, personally appeared the forenamed Steve McDaniel Jr & Anthony Shotwell who acknowledged that he/she accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

[Signature]
NOTARY PUBLIC



PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the _____ day of _____, 2017.

Planning Commission Chairman

Planning Division Administrator

APPROVAL

Submitted to and approved by the City of Gulfport City Council at the regular meeting of said Council held on the _____ day of _____, 2017.

ATTEST:

ADOPT:

CLERK OF COUNCIL

PRESIDENT

This Resubdivision Plat and Certificate of Resubdivision, having been submitted and approved by the Mayor, this _____ day of _____, 2017.

MAYOR



RESUBDIVISION OF TAX PARCEL #
0707G-01-001.001 INTO PARCELS A, B, AND C

DUKE LEVY & ASSOCIATES, P.A.



1711 WAVELAND AVENUE
WAVELAND, MS 39576
(228) 467-5212 PHONE

SCALE: 1" = 100'

DATE: 06-07-17

DRAWING: WO# 17-125

CLIENT: Missionary Baptist



URBAN DEVELOPMENT
PLANNING DIVISION

July 6, 2017

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

New Light Missionary Baptist Church, Inc.
14273 Old Hwy 49
Gulfport, MS 39503

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

RE: Resubdivision 1707PC080: Rev. Steve McDaniel Jr, agent for Greater New Light Missionary Baptist Church, Inc. request division of 6.3 acres of land into three parcels at 14273 Old Highway 49 on tax parcel 0707G-01-001.000 zoned R-3 (Multi-family): located north of Green Glade Drive, south of and adjacent to South Swan Road, east of Steven Drive, and west of and adjacent to Old Highway 49, in Ward 7.

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 Planning Commission will hold a public hearing to consider the above request at 4:30 P.M. on **Thursday, July 27, 2017** in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

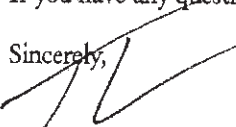
It is your option whether or not to appear personally and/or speak for or against the request at the scheduled hearing. If you are unable to attend the public hearing you may submit your opinion in writing and request that it be read into the public record. If you desire, it is also your choice to be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

A copy of the filed application to be considered will be available for public review at the office of the Department of Urban Development – Planning Division located at the Hardy Building, 1410 24th Avenue. 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 Planning Commission's recommendation may file a written notice of objection within fifteen (15) calendar days after the date of the Planning Commission hearing. The notice of objection 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 objection shall be forwarded as part of the record with the record and recommendation from the Planning Commission to the Mayor and City Council. The City Council shall make a final decision based upon the record as submitted. No new evidence may be presented at the meeting.

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

Sincerely,



Thomas Lane
Planner II

CC: Agent, Adjacent Property Owners (You have been identified as owning property within 160 feet of this request)

PARCEL_ID (080)	NAME	ADDRESS_1	CITY	STATE	ZIP
0707G-01-001.000	NEW LIGHT MISSIONARY BAPTIST CHURCH	14273 OLD HWY 49	GULFPORT	MS	39505
	Adjacent Property Owners				
0707B-01-019.001	ISHEE EDDIE & DONNA	14322 OLD HWY 49	GULFPORT	MS	39503
0707G-01-003.002	BIG BAY LP	723 HOWARD AVE	BILOXI	MS	39530
0707G-01-002.001	BOND JAMES A -EST-	P O BOX 3147	GULFPORT	MS	39505
0707A-03-028.000	COWART CHESTER DEAN	14352 EASTSIDE AVENUE	GULFPORT	MS	39503
0707B-01-019.002	SMITH KIRBY D & WF	251 LYNWOOD DR	GULFPORT	MS	39507
0707B-01-019.007	FORTENBERRY SAMUEL J SR & KAREN W	14301 EAST SIDE AVENUE	GULFPORT	MS	39503

1. CITY OF GULFPORT PLANNING COMMISSION
2. 1707PC080

3
4

5 TRANSCRIPT OF HEARING
6 July 27, 2017

7 *****

PLANNING

8 TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT

9 COMMISSION HELD AT THE CITY OF GULFPORT FIRE DEPARTMENT

JULY

10 CONFERENCE ROOM, GULFPORT, MISSISSIPPI, ON THE 27TH DAY OF

11 2017 COMMENCING AT 4:30 P.M. AND REPORTED BY

12 NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

13 *****

14
15 COMMISSION MEMBERS PRESENT:

16 KEITH WILLIAMS, President
17 COLETTE TOWLES
18 WILLIAM "PRINCE" JONES
19 MARTY WARREN
20 DOUG HANCOCK
21 B.J. SELLERS
22 VIRGINIA ADOLPH
23 EVERETTE "LAD" LADNER

21 STAFF PRESENT:

22 GREG HOLMES
23 CORY LONG
MATILDA WELCH

24

25

N.J. SOROE, CSR #1297

1. 4. Resubdivision 1707PC080
2. MR. LONG: Resubdivision 1707PC080 has been duly
3. and timely noticed as required by law. The applicant requests
4. resubdivision of 6.3 acres of land into three parcels at 14273
5. Old Highway 49 on the tax parcel zoned R-3 located north of
6. Green Glade Drive, south of and adjacent to South Swan Road,
7. east of Steven Drive, and west of and adjacent to Old Highway
8. 49 in Ward 7. A copy of the packet considered is hereby
9. offered into the record.
10. MR. WILLIAMS: Thank you.
11. Someone here to speak for this request?
12. MR. MCDANIEL: Pastor Steve McDaniel of the
13. Great New Light Missionary Baptist Church of Gulfport.
14. MR. WILLIAMS: Welcome, sir.
15. MR. MCDANIEL: I'm just here to answer any
16. questions that you may have concerning that parcel of land.
17. And we request your approval.
18. MR. WILLIAMS: Commissioners, you see in your
19. packet there it's going from the one parcel to three, and you
20. see where it's being redesigned. Any questions?
21. If something comes up, we'll bring you back up.
22. Thank you, sir.

23. Anyone else here to speak for the request?

24. Anybody here tonight to speak against this

25. request?

N.J. SOROE, CSR #1297

1. Staff's recommendation, please.
2. MR. LONG: The request meets the requirements
3. for resubdivision of property. Therefore, the staff recommends
4. approval subject to all rules and regulations that apply.
5. MR. WILLIAMS: Commissioners, you've heard
6. staff's recommendation. Do I have a motion?
7. MS. ADOLPH: Yes, sir. You have a motion for
8. approval. Knowing the work of Reverend McDaniel in the
9. community and his family, I offer a motion in the case of
10. 1707PC080 to approve.
11. MR. WILLIAMS: Thank you, ma'am.
12. Do I have a second?
13. MR. LADNER: Second.
14. MR. WILLIAMS: Got a motion and a second to
15. approve the case. Any further discussion? If not, all those
16. in favor signify by saying aye. Any opposed? It's been
17. passed. Thank you all for showing up. Appreciate it.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.

N.J. SOROE, CSR #1297

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2

3 1707PC080

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COURT REPORTER'S CERTIFICATE

7

8 I, Norma Jean Ladner Soroe, Certified Shorthand

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

10 ability I have reported the hearing held before the City of
11 Gulfport Planning Commission and that the foregoing 3 pages
12 constitute a true and correct transcription of said hearing
13 held on the 27th day of July 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 31st day of July
2017.

19

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21

22

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

23

24

25

N.J. SOROE, CSR #1297

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: July 27, 2017

Re: **Final Plat 1703PC025:** Robert Heinrich, agent for WC Builder LLC, requests Final Plat approval for a 11-lot single family subdivision (Brookefield Subdivision) on the tax parcel 0708I-01-010.000 containing approximately 5.6 acres, zoned R-1-15 (Single Family): located north of and adjacent to Orange Grove Road, south of Crestview Drive, east of Oak Lane Drive, west of Daisy Lane, in Ward 7.

Subject: Final Plat of Brookfield Subdivision

Planning Staff recommendation: To approve the application with conditions

Planning Commission recommendation: To approve the final plat with conditions and submission of a \$10,000 one-year warranty bond

Motion: Hewes

Second: Hancock

KEITH WILLIAMS - Chairman

MICHAEL DANIELS – **Yea**

COLETTE TOWLES – **Yea**

VIRGINIA ADOLPH – **Yea**

CHARLIE HEWES – **Yea**

EVERETTE LADNER – **Yea**

BJ SELLERS – **Absent**

WM. PRINCE JONES - **Yea**

DOUG HANCOCK – **Yea**

MARTIN WARREN, JR – **Yea**

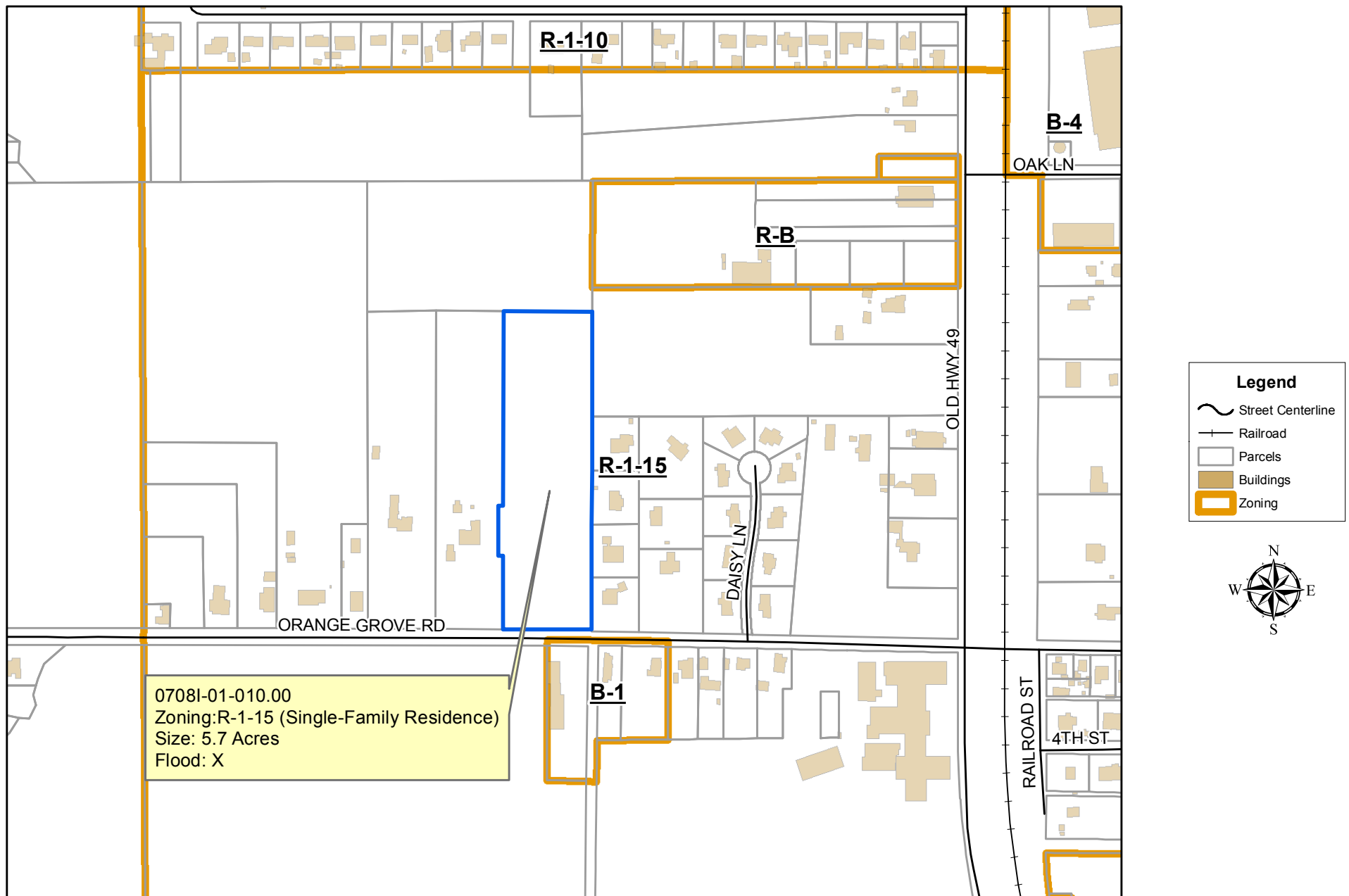
JOHN ANTHONY – **Absent**

Action: The motion carried

Speaking for the Petition: Bobby Heinrich

Speaking against the Petition: None

Please place the attached item on the Council agenda for August 8, 2017.

**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

(Final Plat Approval – Subdivision)

GENERAL INFORMATION

Case File Number: 1703PC025

Hearing Date: March 23, 2017

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

Proposal: Robert Heinrich, agent for WC Builder LLC, requests Final Plat approval for a 11-lot single family subdivision (Brookefield Subdivision) on the tax parcel 0708I-01-010.000 containing approximately 5.6 acres, zoned R-1-15 (Single Family)

Location: North of and adjacent to Orange Grove Road, south of Crestview Drive, east of Oak Lane Drive, west of Daisy Lane, in Ward 7

ANALYSIS

The applicant is applying for a Final Plat of the Brookefield Subdivision that received General Plan approval on December 18, 2014. Originally, the plan was for a 12-lot subdivision. The current Final Plat is for an 11-lot subdivision. Removal of one lot would not constitute a drastic departure from the General Plan.

HISTORY

December 18, 2014 – General Plan approval by the Planning Commission.

CONDITIONS BY DEPARTMENTS AND AGENCIES

Planning: As-builts to be provided to the City. Bond needed

Engineering: Conditions:

1. Grout lifting holes in all drainage structures.
2. Grout sewer service connection to SMH #1.
3. Grout between donut and water valve boxes.
4. Repair erosion and establish vegetation at NW detention pond.
5. Remove sediment from NW detention pond.
6. Remove sediment from all catch basins.
7. Sweep sediment front gutter pan.
8. Repair cracks in curb.
9. Grout RCP connection to the western catch basin at the intersection of Orange Grove Road.

10. Provide easements for the drainage pipe relocation on the north end of the project.
Checklist dated March 23, 2017.

Public Works: No conditions. Memo dated March 6, 2017.

Traffic and Safety: No conditions. Memo dated March 3, 2017.

Building Code Services: Fire hydrant placement must comply with the International Fire Code 2012 Edition. Memo dated March 6, 2017.

Police Department: No conditions. Memo dated March 3, 2017.

Fire Department: Must comply with IFC 2012 507.5.1 concerning hydrant location.
Memo dated March 13, 2017

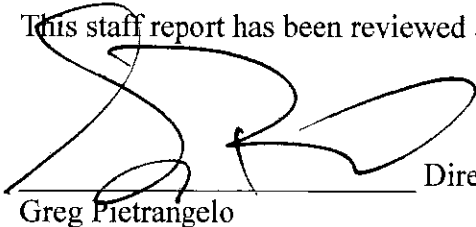
RECOMMENDATION

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

1. Grout lifting holes in all drainage structures.
2. Grout sewer service connection to SMH #1.
3. Grout between donut and water valve boxes.
4. Repair erosion and establish vegetation at NW detention pond.
5. Remove sediment from NW detention pond.
6. Remove sediment from all catch basins.
7. Sweep sediment front gutter pan.
8. Repair cracks in curb.
9. Grout RCP connection to the western catch basin at the intersection of Orange Grove Road.
10. Provide easements for the drainage pipe relocation on the north end of the project.
11. Must comply with IFC 2012 507.5.1 concerning hydrant location.
12. As-builts to be provided to the City.
13. \$10,000 dollar Warranty Bond required.

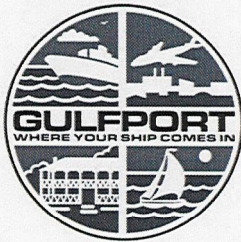
APPROVALS

This staff report has been reviewed and approved by:



Director of Urban Development Department

Greg Pietrangelo



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

APPLICATION FOR FINAL PLAT

Property Information

TAX PARCEL #

0	7	0	8	I	-	0	1	-	0	1	0	●	0	0	0
					-			-				●			
					-			-				●			

(If necessary, use separate sheet of paper)

For Staff Use Only

Case File #: 1703PC025
Date Received: 2-7-17 @ 9:15 AM
Receipt #: 8252834
Received By: T.L.
Zoning: R-1-15
Ward: 7 Flood: X
Size: 5.7 acres

Address of Property Involved: 16150 Orange Grove Rd., Gulfport, MS 39503

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

General Location: South of John Clark Rd., West of Old Hwy 49, North of Landon Rd, East of Canal Rd.

GENERAL DESCRIPTION OF REQUEST:

Final plan approval for an 11 lot single family subdivision.

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

Wayne Carr / WC Builders, LLC

Printed Name Of Owner

P.O. Box 2353

Mailing Address

Gulfport MS 39505

City State Zip code

228-860-2206

Home Phone Work/Cell Phone

wcbuildersms@gmail.com

Email

[Signature]
Signature Of Owner

Robert Heinrich w/ Heinrich & Associates, LLC

Printed Name Of Agent

370 Courthouse Rd, Ste. 104

Mailing Address

Gulfport MS 39507

City State Zip code

228-896-6768

Home Phone Work/Cell Phone

bobby.h@heinrichassociates.net

Email

[Signature]
Signature Of Agent

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

☐

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
BROOKEFIELD SUBDIVISION
CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

This Declaration of Covenants, Conditions and Restrictions is made on the ___ day of _____, 2017, A.D., by WC Builders, LLC, a Mississippi limited liability company (hereinafter call "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in Harrison County, Mississippi, more particularly described on Exhibit "A" attached hereto; and

WHEREAS, Declarant desired to create and develop thereon a residential community with designated common areas for the benefit of the community, (hereinafter referred to as the "Property"); and

NOW, THEREFORE, Declarant; herby declares that all the properties described above shall be held, sold and conveyed subject to the platted subdivision and the following restrictions, covenants and conditions are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having and right, title or interest in the described properties or any par thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. RESIDENTIAL: All lots in Brookefield Subdivision as shown on the official map or plat thereof on file in the office of the Chancery Clerk of Harrison County, Mississippi, shall be known, used, and described as one and two story residential lots.

2. MINIMUM SQUARE FOOTAGE: No residence, built, placed or maintained on any lot, shall contain less than one thousand one hundred (1,250) square feet of living heated floor space, exclusive of perches, terraces, garages, patios and courts, unless otherwise approved by Architectural Review Committee.

3. LOT SIZE: No residence shall be constructed in the subdivision on a less quantity of ground that the whole of one entire lot, as shown by the official plat of said subdivision; This Restriction shall also strictly prevent any person from combining two or more said lots, as shown by the official plat of said subdivisions, into a single building site for one residence or dwelling house.

4. SETBACKS: For any and all residences constructed, erected, placed and maintained on each and every lot located in the subdivision the Architectural Review Committee shall establish the location, position and placing of the residence on the LOT. All construction shall be in compliance with the city zoning requirement.

5. REQUIREMENTS FOR DWELLING: In addition to all approvals required pursuant to Paragraph 9 herein, no residence shall be constructed, built or placed on any lot in the subdivision unless the Architectural Review Committee shall have approved the exterior appearances and color of the residence, including, but not limited to, brand, style and color of roofing shingle, roof pitch, color of all exterior walls and brick, surfaces and material of all exterior walls, the material composition and the location of all driveways and sidewalks; trim and exterior wall Surface paint colors, stucco colors, composition of exposed exterior steps;

location and appearance of drainage culverts and retaining walls, all landscaping, exterior lighting, location and material for all mailboxes and mailbox posts; and location and material types for all fences. The Architectural Review Committee established herein shall establish and publish approved building materials, colors and specifications for all exterior materials and colors.

6. CREATION, MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION: Declarant will as its discretion relinquish responsibility for maintenance of common area and cause to be formed a non-profit corporation called Brookefield Subdivision Homeowners Association as hereafter set forth:

Section 1. Creation: All owners of records, as that term is herein defined, shall be a member of the Brookefield Subdivision Home Association (hereinafter "Association"). Said Association shall be governed by three (3) directors, who serve for a term of three (3) years, and who are elected by the owners of record. The Board of Directors shall perform the duties and responsibilities as set for herein, in addition to any other duties and owners which said Association members shall determine o as set for in the By Laws of the Association.

Section 2. Membership: The members of the Association shall be and consist of each and all of the following, to-wit:

(a) Every person who is, or who hereafter becomes, an owner of record of the fee title to a Lot. The expression "owner of record of the fee title to a Lot" shall include a contract seller of any such Lot, but shall not include any person who owns such title solely as security for the performance of an obligation of payment of a debt.

(b) The Association shall have two classes of voting membership:

Class A: Class A members shall be all members with exception of Declarant. Class A members shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest or interests in any Lot, all such persons or entities shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B: Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to four (4) votes for each Lot owned except as restricted under Section 3 hereof. When the total votes outstanding in the Class A membership equals the votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into Class A membership.

Section 3. Voting Rights: Each member shall have one vote in the election of each officer of the Association. For all other purposes, the voting rights of the members shall be by class of membership, and shall be as flows, to-wit:

(a) Class A Members: Each person, other than person herein defined as "Declarant", who is or who hereafter becomes the Owner of a Lot shall be a Class A member of the Association. Class A members shall be entitled to one vote for each Lot owned.

(b) Class B Members: Each of the persons herein defined as "Declarant", and the nominee or nominees, in any, of each such person, shall be Class B members of the Association. Class B members shall be entitled to four (4) votes for each Lot owned.

Section 4. Memberships Appurtenant to Real Propriety: In every case, the membership of both Class A and Class B members shall be an appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance, or alienation of the Lot to which the membership is appurtenant.

7. CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS:

(a) Creation of the Lien and Personal Obligation of Assessments: The Declarant or developer of each lot owned within the property, hereby covenants, an each owner of each lot by acceptance of a deed therefore whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected for and as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner for such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Both annual and special assessments must be fixed at a rate for all lots and may be elected monthly. Class B Members shall be exempted from assessments on lots Declarant owns until eighty (80%) of lots are sold, thereafter, Declarant shall be responsible for payment of assessments according to the terms of this paragraph.

(b) Payments and purpose of Assessments: Each person, group of persons, corporation partnership, trust or other legal entity, or any combination thereof, who becomes a record owner of the lot, where or not it shall be so expressed in the act of sale, contract to sell or other conveyance, shall be deemed to covenant and agree to pay the Association, in advance, a monthly sum (herein elsewhere sometimes referred to as "assessments" or "carrying charges") equal to one-twelfth ($1/12^{\text{th}}$) of the members proportionate share of the sum required but the Association as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to the following:

(i) The cost of all operating expenses of the common areas and including charges by the Association for services furnished by it;

(ii) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any;

(iii) The cost of general or comprehensive public liability insurance on the common areas and the cost of such other insurance as the Association may effect;

(iv) The cost of maintenance, replacing, repairing and landscaping the common areas of Brookefield Subdivision without limitation.

(v) The cost of funding all reserves established by the Association, including, when appropriate a general operating reserve and/or a reserve for replacements.

The Board of Directors shall determine the amount of the assessment annually. Upon resolution of the Board of Directors, installments of annual assessments may be levied and collected on a quarterly, semi-annual basis rather than on the monthly basis hereinabove

provided for. Any Class A member may prepay one or more installments of any annual assessment levied by the Association, without premium or penalty.

The Board of Directors of the Association shall make reasonable efforts to fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Secretary of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver or the use of enjoyment of any of the common areas or by abandonment of any lot belonging to him.

(c) Non-payment assessment: Any assessment levied pursuant to this Act of Dedication, or any installment thereof, which is not paid on the date when due shall be delinquent. The personal obligation of the member, to pay such assessment shall remain his personal obligation and a suit to recover a money judgment for nonpayment of any assessment levied pursuant to this Act of Dedication, or any installment thereof, may be maintained by the Association.

Any assessment levied pursuant to this Act of Dedication or any installment thereof, which is not paid within thirty (30) days after it is due, shall bear interest at the rate or eight percent (8%) per annum.

The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property provide, however, that the Association shall not be required to pursue either remedy and that all decision are within the sole discretion to the Association. No owner may waive or otherwise escape the liability for the assessments provide for herein by non-use of the Common Areas or by abandonment of his lot. The Association shall notify the holder of the first mortgage on any lot for which any assessment of the Act of Dedication becomes delinquent for a period in excess of sixty (60) days and in any other case where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period of sixty (60) days but any failure to give such notice shall not affect the validity of any assessment levied or to be levied pursuant to this Act of Dedication.

The Board of Directors may post a list of members who are delinquent in the payment of any assessment or other fees which may be due the Association, including any installment thereof which becomes delinquent in any prominent location within the community.

(d) Assessment Certificates: The Association shall upon demand at any time furnish to any member liable for any assessment levied pursuant to this Act of Dedication (or any third party legitimately interested in the same) as certificate in writing signed by an officer of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid.

Such certificates shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge shall not exceed Twenty Dollars (\$20.00) and may be levied in advance by the Association for each certificate delivered.

(e) Subordination of the Lien to Mortgages: The lien of the assessments provided for erring shall be subordinated to the lien of any recorded first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or trade of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to the payment which becomes due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

8. ARCHITECTURAL COMMITTEE: There shall be an Architectural Review Committee composed of the Declarant and/or the heirs, successors, assigns or other entities appointed by the Declarant.

9. INSURANCE:

(a) Each owner shall keep his residence insured at all times for its full replacement value against loss due to fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and any other hazards that may be covered under standard extended coverage provisions, and shall furnish the Association proof of such coverage. In every case of a loss due to these hazards, each owner shall promptly repair or rebuild his lot from the insurance proceeds. Repair or reconstruction of the improvements as used herein shall mean restoring the improvements to substantially the same condition which existed prior to the damage. Each owner's fire insurance policy shall contain a waiver of subrogation clause; and each owner shall furnish the Association with a copy of his policy. Each owner does, by his acceptance of a deed, irrevocably constitute and appoint the Association his true and lawful attorney, in his name, place and stead for the purpose of accomplishing a repair or reconstruction or the improvements in the event the owner fails or refuses to carry out any of the provisions contained herein. If insurance proceeds are insufficient to cover the cost of the reconstruction, the Association may pay the excess and the cost thereof shall become a post of the assessment to which lot is subject.

(b) Each owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his own residence, carport, or parking space, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on the property; and for his personal liability not covered by liability insurance for all owners obtained as a part of the common expense.

10. ANTENNAS: No television or other electronic receiving or transmitting device shall be located or placed in or upon any parcel with the exception of such devices as shall be fully contained and enclosed with a dwelling located upon a particular parcel. Without limiting the general provisions hereof, this provision is specifically intended to prohibit the installation of what are commonly referred to as "Satellite Dishes" and any shortwave or other transmitting devices which interfere with the television or other electronic receptions of the neighbors. Each property shall provide a screened area to serve as a service yard in which garbage receptacle, fuel tanks, or other similar storage receptacle, electric and gas meters, air conditioning equipment,

clothes lines, and other unsightly objects must be placed or stored in order to conceal them from the view of the road and adjacent properties.

11. FENCES: No fences shall be erected in the subdivision without prior approval of the Architectural Review Committee

12. PETS: No animals, livestock, poultry of any kind shall be raised, bred, kept, staked or pastured on any lot or in the common areas, except dogs, cats, birds, or other household pets, which shall be kept and maintained in accordance with the rules and regulations adopted from time to time by the Board of Directors. No pets are to be allowed to roam freely within the subdivision.

13. SIGNS: Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted within the window, on the exterior of any window, or any portion of the property by anyone, including, but not limited to, the property owner, realtor, contractor, or subcontractor, without the express written permission of the Architectural Review Committee. The approval of any signs and posters without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural committee and may be arbitrarily withheld. If any such sign or advertising device is approved, it shall only contain one name, and/or one number, not exceeding one hundred twenty (120) square inches, and if for sale purposes, such sign shall not exceed six (6) feet in area, and shall be subject to the right of the Architectural Committee to restrict color and content.

14. OTHER BUILDINGS AND VEHICLES: No tent, trailer, barn or any similar outbuilding or structure shall be placed on any lot or on any other areas at any time, either temporarily or permanently, without prior approval from the Architectural Review Committee. No mobile home, tractor, boats, trailer or RV vehicle shall be placed on any lot or on subdivision streets, either temporarily or permanently. Each owner shall provide for parking for at least two (2) automobiles per owner for each dwelling owned or maintained by such owner.

15. VARIANCES: The undersigned Declarant reserves the right to make minor changes or alterations in these Restriction and Covenants and to waive minor violations of the same. No private or public nuisance may be created or maintained upon any of any said lots. All construction taking place upon subject property shall be completed within seven (7) months from starting date.

16. ENFORCEMENT: If the owner or claimant of any of said lots shall violate or attempt to violate any of the conditions, restrictions or covenants herein contain, then in such event any other person or persons owning any other of said lots or portion thereof or interest therein may institute and prosecute any appropriate proceeding or proceedings either at law or equity for the purposes of enjoining any such violation or attempted violation and/or damages therefore, but there shall be no forfeiture or reversion of title because of any such violation or attempted violation of any said Condition, Restriction or Covenants.

17. SEVERABILITY: If one or more of the Covenants or Restrictions herein contained shall be held by any court of competent jurisdiction to be invalid for any reason, any such holding shall not affect the validity and effectiveness of the other Conditions, Restriction and Covenants herein contained.

18. TERM: The Restrictive Covenants shall run with the land and the title thereto and shall be binding upon all properties owned and/or claiming out of them by purchase, inheritance or otherwise, for a period of thirty (30) years from the date which they are executed, and upon expiration of said thirty (30) year period, the Covenants shall automatically be extended for additional terms of ten (10) years each.

19. AMENDMENTS, VOTING RIGHTS AND TERMINATION: These Building restrictions and Protective Covenants may be amended from time to time by a written document signed, acknowledged and recorded, which reflects the affirmative vote in favor of the amendment by eighty percent (80%) of the lot owners, and in each case, such amendments shall be evidenced by a document in writing, bearing each of their signatures. All amendments, if any, shall be recorded in the office of the Chancery Clerk of Harrison County, Mississippi.

WITNESS THE SIGNATURES of the Declarant on this the ____ day of _____, A.D., 2017.

WC Builders, LLC

By: _____

Wayne Carr, Managing Member

“Exhibit A”

Legal Description:

(refer to recording plat for legal description)

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this ____ day of 2017, A.D., within my jurisdiction, the within named Wayne Carr, who acknowledges that he is in the Managing member of WC Builders, LLC, and that for and on behalf of the said limited liability company, and as its act and deed, he executed that above and forgoing instrument, after having been duly authorized by said limited liability company to do so.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2017.

NOTARY PUBLIC

MY COMMISION EXPIRES:
_____.

PLATTE RIVER INSURANCE COMPANY

Bond No. 41363268

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we W C Builders, LLC, as Principal and PLATTE RIVER INSURANCE COMPANY, a corporation organized under the laws of the State of NEBRASKA with principal office at MIDDLETON, WI 53562-4719, as Surety, are held and firmly bound unto The City of Gulf Port, Mississippi hereinafter called the Oblige, in the penal sum of Ten Thousand and NO/100***, (\$10,000.00***) Dollars for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

DATE this 5th day of April, 2017.

WHEREAS, the said Principal has heretofore entered into a contract with the Oblige above named for Brookfield Subdivision; Storm Drainage, Sanitary Sewer, Water Distribution, Paving and Signage & Striping.

AND, whereas, the work called for under said contract has now been completed and accepted by said Oblige.

NOW, therefore, the condition of this obligation is such, that if said Principal shall Indemnify the Oblige against any loss or damage indirectly arising by reason of any defect in the material or workmanship which may be discovered within the 12 months from the final acceptance of the Governing Body, Beginning 4/5/2017 through 4/5/2018, then this obligation shall be void, otherwise to remain in full force and virtue in law.

PROVIDED, however, that in the event of any default on the part of said Principal, written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by Registered Mail, at the mailing address of 1600 ASPEN COMMONS, MIDDLETON WI 53562-4719 promptly and in any event within thirty (30) days after the Oblige or his representative shall discover any default of the Principal. No notice shall be brought hereunder after the expiration of thirty (30) days from the end of the maintenance period as herein set forth.

W C Builders, LLC

Principal Name

BY: [Signature]

PLATTE RIVER INSURANCE COMPANY

BY: [Signature]

B. Doyle Campbell, Attorney-in-fact

**PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY**

41363268

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----B. DOYLE CAMPBELL-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED : \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

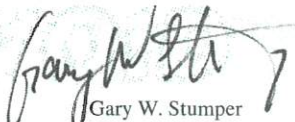
"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:


Gary W. Stumper
President
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY


Stephen J. Stills
CEO & President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Stills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

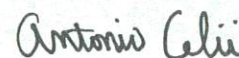
STATE OF WISCONSIN } S.S.:
COUNTY OF DANE


David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 5th day of April, 2017.




Antonio Celii
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. PR-POA (Rev. 07-2015)



URBAN DEVELOPMENT
PLANNING DIVISION

March 3, 2017

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

Wayne Carr/WC Builders, LLC.
P.O. Box 2353
Gulfport, MS 39505

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

RE: Final Plat 1703PC025: Robert Heinrich, agent for WC Builder LLC, requests Final Plat approval for a 11-lot single family subdivision (Brookefield Subdivision) on the tax parcel 07081-01-010.000 containing approximately 5.6 acres, zoned R-1-15 (Single Family); located north of and adjacent to Orange Grove Road, south of Crestview Drive, east of Oak Lane Drive, west of Daisy Lane, in Ward 7.

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 Planning Commission will hold a public hearing to consider the above request at 4:30 P.M. on **Thursday, March 23, 2017** in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

It is your option whether 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 will be available for public review at the office of the Department of Urban Development - Planning Division located at the Hardy Building, 1410 24th Avenue. 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.

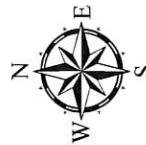
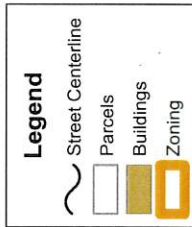
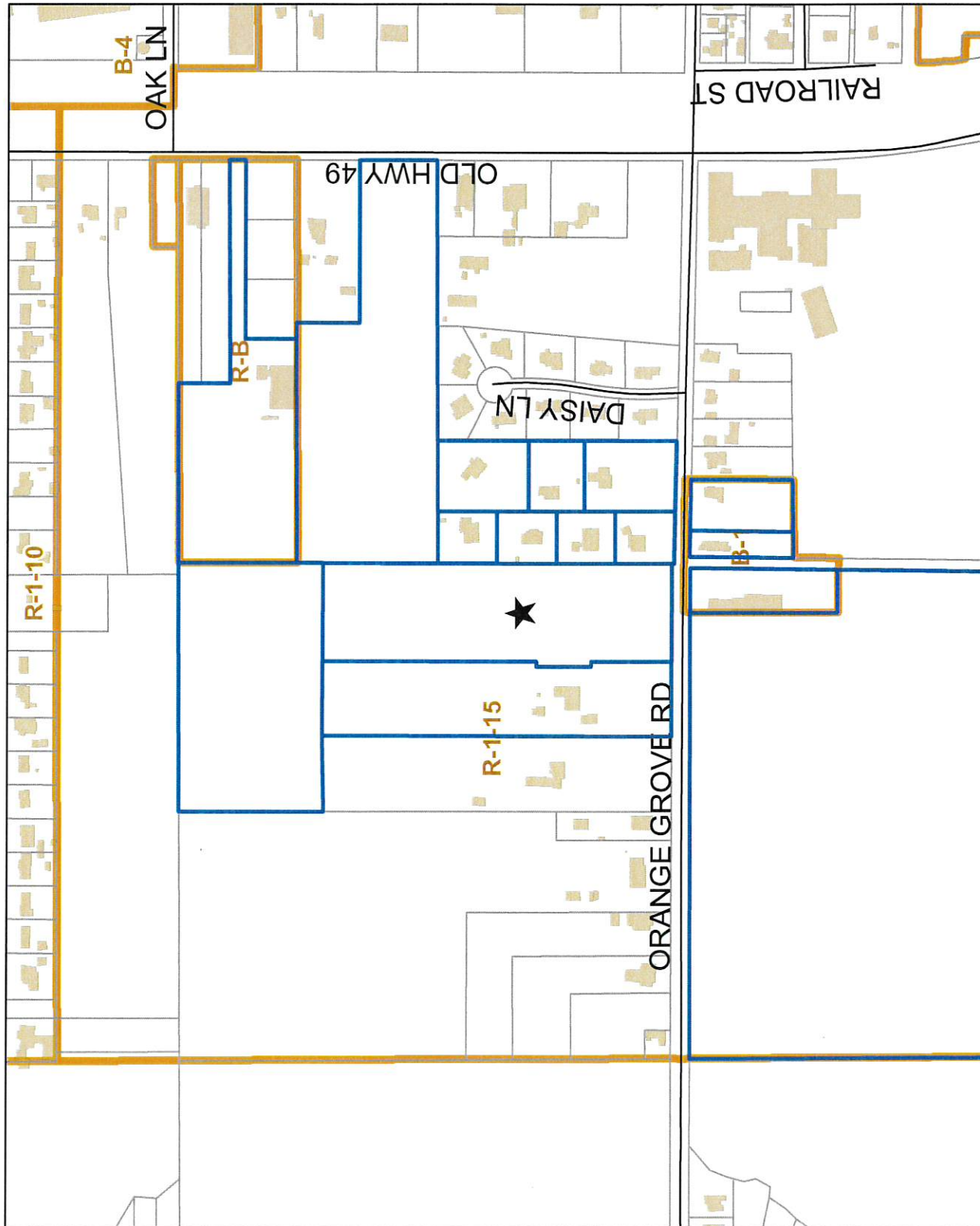
Any interested party that may feel aggrieved by the Planning Commission's recommendation may file a written notice of objection within fifteen (15) calendar days after the date of the Planning Commission hearing. The notice of objection and reasons for objecting to the decision should be stated in writing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

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

Sincerely,


Thomas Lane
Planner II

CC: Agent, Adjacent Property Owners (You have been identified as owning property within 160 feet of this request)



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.

PARCEL_ID	NAME	ADDRESS_1	CITY	STATE/ZIP
	Wayne Carr (Owner)	P.O Box 2353	Gulfport	MS 39505
	Robert Heinrich (Agent)	370 Courthouse RD STE 401	Gulfport	MS 39507
	ADJACENT PROPERTY OWNERS			
0708I-01-012.001	COOLEY PHYLLIS J	16186 ORANGE GROVE RD	GULFPORT	MS 39503
0708I-01-010.006	WEEMS KELLY ALAN & EMILY HAGIN	980 COURTHOUSE RD APT 826	GULFPORT	MS 39507
0708I-01-010.000	W C BUILDERS LLC	P O BOX 2353	GULFPORT	MS 39505
0708I-01-010.001	HURT TRACY M & JOHN M	16114 ORANGE GROVE RD	GULFPORT	MS 39503
0708I-01-010.005	JURASZEK STEVEN J & AMBER S	16116 ORANGE GROVE RD	GULFPORT	MS 39503
0708I-01-010.002	EZELL WANDA S	P O BOX 3276	GULFPORT	MS 39503
0708I-01-010.003	EZELL WALTER D & BROOKS T	P O BOX 3714	GULFPORT	MS 39505
0708I-02-015.001	MCFARLAND WILLIAM R & WF	P.O. BOX 2384	GULFPORT	MS 39505
0708I-01-010.004	COTTER LINDA	2003 BIENVILLE BLVD	OCEAN SPRINGS	MS 39564
0708I-01-009.001	JOHNSON RENEE LINTON	16110 ORANGE GROVE RD	GULFPORT	MS 39503
0708I-01-003.000	WEAVER WILLIAM D JR AKA WD	2525 21ST AVE	GULFPORT	MS 39501
0708I-01-011.000	CARRANZA MERCEDES & SARAH H	16164 ORANGE GROVE RD	GULFPORT	MS 39503
0708I-02-014.000	GULF SOUTH MORTGAGE LLC	16113 ORANGE GROVE RD	GULFPORT	MS 39503
0708I-02-014.001	PAULK LAURA F	16127 ORANGE GROVE RD	GULFPORT	MS 39503
0708I-01-002.000	DOCTORS PROPERTIES LLC	4300-B W RAILROAD ST	GULFPORT	MS 39501
0708I-02-015.000	GRADY FAMILY LTD PARTNERSHIP	16352 ORANGE GROVE RD	GULFPORT	MS 39503

Proof of Publication

STATE OF MISSISSIPPI

COUNTY OF HARRISON

LEGAL NOTICE PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, March 23rd, 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. Planning Commission Approval 1701PC011: John Stewart of Encompass DDC, agent for Gulfport Redevelopment Commission, Marine Live Ventures, and MC Marine LLC property owners, requests Planning Commission Approval for a Gaming use on the tax parcels 0811K-02-004.003, 0811K-02-004.002, 0811K-02-006.000, 0811K-02-007.000, and 0811K-02-007.001 zoned B-2 (General Business) and E-G (Entertainment Gaming); located north of Gulfport Small Craft Harbor Road, south of and adjacent to Jones Park Drive, east of and adjacent to 27th Avenue, and west of 20th Avenue, in Ward 2. Zoning Map Amendment 1703PC024: St. Charles Ave Holdings, LLC, property owner, requests to rezone the tax parcel 1010G-02-023.000 from T4+ (General Urban Zone "Plus") to T5 (Urban Center Zone); located north of and adjacent to E Pass Road, south of Magnolia Street, east of Harrison Road, and west of Lindh Road, in Ward 4.

Final Plat 1703PC025:

Robert Heinrich, agent for WC Builder LLC, requests Final Plat approval for a 11-lot single family subdivision (Brookfield Subdivision) on the tax parcel 07081-01-010.000 containing approximately 5.6 acres, zoned R-1-15 (Single Family); located north of and adjacent to Orange Grove Road, south of Crestview Drive, east of Oak Lane Drive, west of Daisy Lane, in Ward 7. Planning Commission Approval 1703PC028: Andy Sawyer of Sawyer Property Management, agent for Box Properties, LLC, property owner, requests a church use at 14321 Dedeaux Road on the tax parcel 0808O-01-006.000 zoned B-2 (General Business); located north of Ben Drive, south of and adjacent to Dedeaux Road, east of Tanner Road, and west of Three Rivers Road, in Ward 5. Zoning Map Amendment 1703PC027: Warren H. Dedeaux, agent for Dedeaux Utility Company, Inc, property owner, requests to rezone the tax parcels 1010E-02-003.000, 1010E-02-004.000, and 1010E-02-005.000 from T3 (Suburban Zone) to T4+ (General Urban Zone Plus); located north of Spring Street, south of W Pine Street, east of and adjacent to Bridge Street, and west of Cowan Road, in Ward 4. Planning Commission Approval 1703PC028: Shanna and Jonathan P. Cramer, property owners, request duplex uses on the tax parcels 09071-03-060.000 and 09071-03-059.000 zoned R-1-5 (Single Family); located north of Boles Road, south of Three Rivers Road, east of Scott Avenue, west of and adjacent to George Avenue, in Ward 6. Resubdivision 1703PC030: Robert Heinrich with Heinrich and Associates, LLC, agent for Melinda and Thomas Lewakowski, property owners, request to re-subdivide the tax parcel 1009M-03-009.000 zoned R-1-7.5 into three parcels; located north of Stanton Circle, south of and adjacent to Hillcrest Road, east of Oak Pointe Drive, west of Lorraine Road, in Ward 4. Zoning Map Amendment 1703PC031: Elizabeth Corkren, agent for James M. Carter, property owner, requests to rezone the tax parcel 0908O-04-102.000 from R-4 (General Residence) to B-1 (Neighborhood Business); located north of Fortson Street, south of and adjacent to Dedeaux Road, east of Pine Hills Drive, and west of Jackson Street, in Ward 6. This the 2nd day of March, 2017 Keith Williams, Chairman, Gulfport City Planning Commission ADV8, TWED 1586950

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Crista 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., 156 dated 8 day of Mar, 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.

Crista Brackett

Clerk

Sworn to and subscribed before me this 16 day of

March

A.D., 2017

Meri A. Jackson

Notary Public

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



1. CITY OF GULFPORT PLANNING COMMISSION

2

3 1703PC025

4

5 TRANSCRIPT OF HEARING

6 March 23, 2017

7 *****

PLANNING

8 TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT

9 COMMISSION HELD IN THE CITY COUNCIL CHAMBERS, GULFPORT,

4:30

10 MISSISSIPPI, ON THE 23RD DAY OF MARCH 2017 COMMENCING AT

11 P.M. AND REPORTED BY

12 NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

13 *****

14

COMMISSION MEMBERS PRESENT:

15

KEITH WILLIAMS, President

16

COLETTE TOWLES

17

CHARLIE HEWES

18

WILLIAM "PRINCE" JONES

19

DOUG HANCOCK

20

VIRGINIA ADOLPH

21

EVERETTE "LAD" LADNER

22

MICHAEL DANIELS

23

STAFF PRESENT:

24

GREG HOLMES

25

MATILDA WELCH

26

CORY LONG

27

MATILDA WELCH

28

SU-LIN BOLIN

24

25

N.J. SOROE, CSR #1297

1. 2. Final Plat 1703PC025

2. MR. LONG: Final plat 1703PC025 has been duly

3. and timely noticed as required by law. The applicant
requests

4. final plat approval for an 11 lot single family subdivision

5. which is Bookefield Subdivision on a tax parcel containing

6. approximately 5.6 acres zoned R-1-15 located north of and

7. adjacent to Orange Grove Road, south of Crestview Drive,
east

8. of Oak Lane Drive, west of Daisy Lane, in Ward 7. A copy
of

9. the packet considered is hereby offered into the record.

10. MR. WILLIAMS: Thank you.

11. Commissioners, this is a packet that you had in

12. your seats when you came in for the complete packet.

13. Someone here to speak for this request? Mr.

14. Heinrich.

15. MR. HEINRICH: Bobby Heinrich, 370 Courthouse

16. Road in Gulfport.

17. We went through the inspection this morning. A

18. few minor little things to do. But I'm here to answer any

19. questions.

20. MR. WILLIAMS: Commisiners, any questions? I

21. know you just received the complete package.

22. If there's nothing at this time --

23. MR. HANCOCK: Just one thing. Have you seen the

24. conditions that are listed by engineering?

25. MR. HEINRICH: Yes. Some grouting around some

N.J. SOROE, CSR #1297

1. stuff and nothing missing.
2. MR. WILLIAMS: All right. If something comes
3. up, we'll bring you back up. Thank you.
4. Anyone else here to speak for this request?
5. Anyone here to speak against this request?
6. Can we get staff's recommendation on this one,
7. please?
8. MR. LONG: Staff recommendation is to approve
9. the request with the following conditions.
10. Grout lifting holes in all drainage structures.
11. Grout sewer service connection to SMH Number 1.
12. Grout between donut and water valve boxes.
13. Repair erosion and establish vegetation in
14. northwest detention pond.
15. Remove sediment from northwest detention pond.
16. Remove sediment from all catch basins.
17. Sweep sediment front gutter pan.
18. Repair cracks in curb.
19. Grout RCP connection to the western catch basin
20. at the intersection of Orange Grove Road.
21. Provide easements for the drainage pipe
22. relocation on the north end of the project.
23. Must comply with IBC 2012 507.5.1 concerning
24. hydrant location.
25. As-builts to be provided to the city.

N.J. SOROE, CSR #1297

1. \$10,000 warranty bond required.
2. MR. WILLIAMS: Thank you. You've heard the
3. staff's recommendation. Any questions from the
commissioners?
4. Or I'll ask for a motion.
5. MR. HEWES: Mr. Chairman, I move we accept staff
6. recommendation and approve this case with the 13 conditions
7. listed in the packet.
8. MR. WILLIAMS: Thank you. Do I have a second?
9. MR. HANCOCK: Second.
10. MR. WILLIAMS: Any further discussion by the
11. commissioners? If not, all those in favor signify by
saying
12. aye.
13. (Unanimous vote.)
14. MR. WILLIAMS: Any opposed. All right. It's
15. been approved, Bobby. Thank you.
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24

N.J. SOROE, CSR #1297

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION.

2

3 1703PC025

4

5

6

COURT REPORTER'S CERTIFICATE

7

8 I, Norma Jean Ladner Soroe, Certified Shorthand

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

10 ability I have reported the hearing held before the City of
11 Gulfport Planning Commission and that the foregoing 4 pages
12 constitute a true and correct transcription of said hearing
13 held on the 23rd day of March 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 30th day of March
2017.

19

20

21

22

23

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

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N.J. SOROE, CSR #1297



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Code Enforcement

Date: 08/17/2017

Subject: Ordinance - amending § 7-10(g) of Chapter 7, Article I of the Code of Ordinances of the City of Gulfport exempting the downtown district from the city existing noise ordinance, 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 Ordinance:

ORDINANCE NO. _____

**AN ORDINANCE AMENDING § 7-10(g) OF CHAPTER 7, ARTICLE I OF THE
CODE OF ORDINANCES OF THE CITY OF GULFPORT, MISSISSIPPI
AND FOR ASSOCIATED PURPOSES**

WHEREAS, the City of Gulfport, Mississippi is a duly organized and incorporated municipality pursuant to Section 21-8-1, et seq., of the Mississippi Code of 1972 (as amended); and

WHEREAS, during the 2016 Legislative Session, the Legislature of the State of Mississippi enacted House Bill 1223 which permits and authorizes certain municipalities in the State of Mississippi to establish “Leisure and Recreation Districts” and to designate the geographic areas included within and the boundaries of said districts, which Legislation has since been codified at Section 67-1-101 of the Mississippi Code of 1972; and

WHEREAS, in accordance with Miss. Code Ann. § 67-1-101(2)(a)(i), the Governing Authority for the City of Gulfport, Mississippi adopted Ordinance No. 2856 in June 2016 which established a “Leisure and Recreation District” in the vicinity of the City’s downtown and related areas and which District is referred to therein as the “Downtown Social District”; and

WHEREAS, the City of Gulfport, Mississippi, pursuant to Miss. Code Ann. § 67-1-101(2)(a)(i), may prospectively create further or additional “Leisure and Recreation Districts” within the City; and

WHEREAS, in furtherance of the findings previously made by the City of Gulfport, Mississippi in connection with its adoption of an Ordinance relating to “Noise,” enumerated in § 7-10 of Chapter 7, Article I of its Code of Ordinances, as well as those made by the City pertaining to its adoption of Ordinance No. 2856, the Governing Authority has determined and hereby finds it to be within the best interests of the City of Gulfport, Mississippi and in promotion of the general welfare of the City to amend § 7-10 of its Code of Ordinances, specifically § 7-10(g), to include an additional exemption relating to noises or sounds resulting from activities of a temporary duration occurring within the City’s “Downtown Social District,” as such district is defined and described in Ordinance No. 2856, provided the same occur anytime other than

between the hours of 2:00 a.m. and 8:00 a.m. on the same date, and to further take into account the effect of Miss. Code Ann. § 67-1-101(2)(a)(i) and the City's prospective creation of further or other such "Leisure and Recreation Districts" so that a further exemption relating to noises or sounds resulting from activities of a temporary duration occurring within such districts, provided the same occur anytime other than between the hours of 12:00 a.m. and 8:00 a.m. on Sundays through Thursdays and anytime other than between the hours of 2:00 a.m. and 8:00 a.m. on Fridays and Saturdays.

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

SECTION 1. That the matters and things set forth in the above preamble are hereby accepted as stated as the findings of the City's Governing Authority.

SECTION 2. That § 7-10(g) of Chapter 7, Article I of the Code of Municipal Ordinances of the City of Gulfport, Mississippi, which presently reads as follows:

Sec. 7-10. - Noise generally.

(g) Exemptions. The following are exempt from the provisions of this section:

- (1) Domestic power tools, lawn mowers, and agricultural equipment between the hours of 7:00 a.m. and 9:00 p.m.*
- (2) Noises or sounds resulting from any authorized emergency vehicles when responding to an emergency.*
- (3) Safety signals and alarm devices, storm warning sirens or horns, and the authorized testing of such equipment.*
- (4) Noises or sounds made during a parade or concert sponsored by the city, or for which a permit has been granted by the city.*
- (5) Noises or sounds resulting from activities of a temporary duration, for which a special permit or variance has been granted pursuant to this section, and which conforms to the conditions and limits stated thereon.*
- (6) Noises or sounds from church bells and chimes.*
- (7) Noises from construction and demolition activities for which a building permit has been issued by the city are exempt from this section between the hours of 7:00 a.m. and 9:00 p.m., provided that mufflers on construction equipment shall be maintained.*
- (8) Interstate railway locomotives and motor vehicles, aircraft, trucks, or other motor vehicles in interstate commerce, or those which are in all respects operated in accordance with or pursuant to applicable federal laws or regulations.*
- (9) Installation and maintenance of public and private utilities.*
- (10) Mosquito control operations.*
- (11) Public or private school functions which occur on the property of the school.*
- (12) Federal, state, or local governmental event, festival, fun run, race, fiesta, or concert sponsored, co-sponsored, or permitted by a governmental agency or*

any agent of the same in the fulfillment of any official duty or activity sanctioned by or on behalf of the governmental agency or entity.

- (13) Any burglar alarm or security device, provided, however, no burglar alarm or security device shall sound for more than a reasonable amount of time after being activated.*
- (14) The emission of any sound which was created or produced for the purpose of alerting a person to the existence of an emergency, danger, or attempted crime, which was produced by an authorized emergency vehicle or by emergency work necessary to restore public utilities, or to restore property to a safe condition, or to protect person or property from imminent danger following a fire, accident, or natural disaster.*
- (15) Any aircraft operated in conformity with, or pursuant to, a federal law, federal air regulations, and air traffic control instructions and pursuant to and within the duly adopted federal air regulations. Any aircraft operating under technical difficulties in any kind of distress, under emergency orders of air traffic control or being operated pursuant to and subsequent to the declaration of any emergency under federal air regulations is also exempt.*
- (16) Noises or sounds resulting from lawful fireworks or noisemakers used for celebration of an official holiday or in accordance with subsection 10-55(c) of this Code of Ordinances.*
- (17) Noises or sounds resulting from the lawful operation of racing boats as set out in or in accordance with section 2-116 of this Code of Ordinances.*

shall be, and hereby is, amended in pertinent part to now read as follows (additions in bold and underlined):

Sec. 7-10. Noise generally.

- (g) Exemptions. The following are exempt from the provisions of this section:*
- (1) Domestic power tools, lawn mowers, and agricultural equipment between the hours of 7:00 a.m. and 9:00 p.m.*
 - (2) Noises or sounds resulting from any authorized emergency vehicles when responding to an emergency.*
 - (3) Safety signals and alarm devices, storm warning sirens or horns, and the authorized testing of such equipment.*
 - (4) Noises or sounds made during a parade or concert sponsored by the city, or for which a permit has been granted by the city.*
 - (5) Noises or sounds resulting from activities of a temporary duration, for which a special permit or variance has been granted pursuant to this section, and which conforms to the conditions and limits stated thereon.*
 - (6) Noises or sounds from church bells and chimes.*
 - (7) Noises from construction and demolition activities for which a building permit has been issued by the city are exempt from this section between the hours of 7:00 a.m. and 9:00 p.m., provided that mufflers on construction equipment shall be maintained.*
 - (8) Interstate railway locomotives and motor vehicles, aircraft, trucks, or other motor vehicles in interstate commerce, or those which are in all respects operated in accordance with or pursuant to applicable federal laws or regulations.*
 - (9) Installation and maintenance of public and private utilities.*
 - (10) Mosquito control operations.*
 - (11) Public or private school functions which occur on the property of the school.*

- (12) *Federal, state, or local governmental event, festival, fun run, race, fiesta, or concert sponsored, co-sponsored, or permitted by a governmental agency or any agent of the same in the fulfillment of any official duty or activity sanctioned by or on behalf of the governmental agency or entity.*
- (13) *Any burglar alarm or security device, provided, however, no burglar alarm or security device shall sound for more than a reasonable amount of time after being activated.*
- (14) *The emission of any sound which was created or produced for the purpose of alerting a person to the existence of an emergency, danger, or attempted crime, which was produced by an authorized emergency vehicle or by emergency work necessary to restore public utilities, or to restore property to a safe condition, or to protect person or property from imminent danger following a fire, accident, or natural disaster.*
- (15) *Any aircraft operated in conformity with, or pursuant to, a federal law, federal air regulations, and air traffic control instructions and pursuant to and within the duly adopted federal air regulations. Any aircraft operating under technical difficulties in any kind of distress, under emergency orders of air traffic control or being operated pursuant to and subsequent to the declaration of any emergency under federal air regulations is also exempt.*
- (16) *Noises or sounds resulting from lawful fireworks or noisemakers used for celebration of an official holiday or in accordance with subsection 10-55(c) of this Code of Ordinances.*
- (17) *Noises or sounds resulting from the lawful operation of racing boats as set out in or in accordance with section 2-116 of this Code of Ordinances.*
- (18) Noises or sounds resulting from activities of a temporary duration occurring within the Leisure and Recreation District created by the City pursuant to Miss. Code Ann. § 67-1-101(2)(a)(i) and known as the “Downtown Social District,” as this specific District is described and defined in Ordinance No. 2856, provided the same occur anytime other than between the hours of 2:00 a.m. and 8:00 a.m.**
- (19) Noises or sounds resulting from activities of a temporary duration occurring within any Leisure and Recreation District created by the City pursuant to Miss. Code Ann. § 67-1-101(2)(a)(i), other than the Leisure and Recreation District described and defined in Ordinance No. 2856 as the “Downtown Social District,” provided the same occur anytime on Sundays through Thursdays other than between the hours of 12:00 a.m. and 8:00 or occur anytime on Fridays and Saturdays other than between the hours of 2:00 a.m. and 8:00 a.m.**

SECTION 3. All provisions of the City’s Code of Ordinances not in conflict herewith and not specifically amended herein shall remain in full force and effect as heretofore provided.

SECTION 4. To provide for the immediate and temporary preservation of the public peace, health and safety, this Ordinance shall be in full force and become effective immediately upon its passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect thirty (30) days after the date of passage.

The above and foregoing Ordinance, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____,

and was adopted by the following rollcall vote:

AYES

NAYS

ABSENT/ABSTAIN

WHEREUPON, the President declared the motion carried and the Ordinance adopted,
this the ____ day of _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Cory Long, Planner
Urban Development

Date: 08/14/2017

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

Recommendation:



**DEPARTMENT OF URBAN
DEVELOPMENT**

P.O. Box 1780
Gulfport, MS 39502-1780
Phone: 228-868-5790
Fax: 228-214-4487

William H. Hardy Building
1410 24th Ave.

Memorandum

To: The Honorable Mayor and City Council

From: Greg Pietrangelo, Director of Urban Development

Date: August 14, 2017

Re: Request six month Grade increase, Planning Tec.

In January of this year we filled the open position of Planning Tec. Per the job offer after six months we would evaluate the job performance. Su-Lin Bolin's job performance warrants the Grade increase, her new salary will be Grade 103 Step 11, \$28,666.21. the increase along with the salary is within Urban Developments budget.

Your consideration is greatly appreciated.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2017, the following Ordinance:

ORDINANCE NO. _____

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

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

WHEREAS, Gulfport City Counsel acknowledges the Planning Technician position has been created for the benefit of the City; and

WHEREAS, the base salary of compensation for a Planning Technician (Su-Lin Bolin) shall be \$28,666.21; and

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

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

SECTION 2. That the salary for Planning Technician (Su-Lin Bolin) shall be \$28,666.21.

SECTION 3. Nothing in this Ordinance shall be deemed to effect an employee employed by the City on or before September 30, 2009, entitlement to receive Longevity Pay and Education Pay (at the rate and in accord with the policies governing the same (which are hereby

incorporated herein by reference and made effective hereby) in effect on September 30, 2009) in addition to the base pay cited herein.

SECTION 4. That this ordinance shall be in full force and effect thirty (30) days after the date of passage, except where it should pass unanimously in which case, for the safety and benefit of the City, it shall go into effect immediately. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Ordinance adopted, this the _____ day of _____, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance 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
Administration

Date: 08/17/2017

Subject:

Resolution - approving Memorandum Of Understanding between the City of Gulfport and AARP 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 AUTHORIZING THE CITY OF GULFPORT TO ACCEPT AARP GRANT, TO AUTHORIZE THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS REQUIRED TO ACCEPT THE SAME, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, by and through the City of Gulfport Economic Development Department, was granted permission and authorization to apply for a grant from the American Association of Retired Persons (AARP) for support for Gulfport's planned "Brickyard Bark Park"; and

WHEREAS, the grant application was submitted, and the City has recently been advised that the City is the recipient of a grant from AARP in the amount of \$13,800.00 which is intended for the purchase and installation of various items needed for the Brickyard Bark Park, including, but not limited to benches, watering stations, watering station structures and required plumbing, Educational signage, trash cans, and associated labor costs, as more fully set forth in the Memorandum of Understanding attached hereto as Exhibit "A"; and

WHEREAS, the City of Gulfport seeks authorization of the City Council to accept the aforementioned grant and seeks authorization for the Mayor to execute any and all documents as may be required to accept the aforementioned AARP Grant including, but not limited to the Memorandum of Understanding attached hereto as Exhibit "A".

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

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

Section 2. That the City of Gulfport, by and through its Economic Development Department, be and it is hereby authorized to accept the AARP Grant in the amount of \$13,800.00 in support of the Brickyard Bark Park, the details of which are more fully set forth in the grant documents, attached hereto as Exhibit "A" and the Mayor (or other appropriate city official) be and he is hereby authorized to execute

any and all documents as may be required to accept and administer the grant, including, but not limited to the Memorandum of Understanding attached hereto as Exhibit "A".

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 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 OF UNDERSTANDING

Grant Agreement

This MEMORANDUM OF UNDERSTANDING ("Agreement") serves as an agreement between AARP, a social welfare organization located at 601 E Street, NW, Washington, DC 20049 and City of Gulfport, a government municipality, located at 2309 15th Street, City Hall, Gulfport, MS 39501, ("Organization"). Whereas, AARP wishes to grant Organization funding for the purposes set forth herein, and Organization wishes to perform the grant activities described herein. Therefore, the parties agree as follows:

AARP Grant Terms and Conditions. AARP shall provide Organization with grant funding of **\$13,800** ("Grant Funds") for the purpose of transforming a large property that was devastated by Hurricane Katrina into a Bark Park, adjacent to several new outdoor amenities for people of all ages, ("Goal") so that Organization may perform the activities described herein between September 1, 2017 and November 1, 2017 ("Grant Period"). Payment shall be provided according the schedule herein, and subject to the following terms and conditions:

- a. *Grant Fee Schedule.* AARP shall disburse Grant Funds to Organization, according to the schedule below. Following the initial disbursement, each disbursement is contingent upon approval by AARP given commensurate with progress towards Organization's Goal, as demonstrated in any programmatic and financial reports and as determined in AARP's sole discretion.
 - i. AARP will provide a one time payment of **\$13,800**.
- b. *Scope of Grant and Anticipated Activities to be Funded.* Organization shall use the Grant Funds to undertake the following activities and achieve the following deliverables (collectively "Grant Activities"):
 - i. Create a Bark Park that will sit on 1-acre of property at the new Brickyard Bayou Park, located along 8th Ave. to allow for great drive by visibility.
 - ii. Bark Park will be designed with assistance from the American Kennel Club
 - iii. Grant funds will cover the following materials:
 - i.b.iii.1 Seven (7) benches,
 - i.b.iii.2 Two (2) watering stations,
 - i.b.iii.3 Two (2) watering station structures and required plumbing,
 - i.b.iii.4 Educational signage
 - i.b.iii.5 Two (2) trash cans
 - i.b.iii.6 labor cost
 - iv. Project(s) will be complete by Nov. 1, 2017.
 - v. All promotional materials (such as newsletters, press releases) will include a statement about funding support from AARP.
 - vi. Event/site signage or video will include AARP branding and language.
 - vii. Organization will send After Action Report with visuals (photos and/or video) to AARP national office by December 1, 2017 (via direct mail – see address below and email livable@aarp.org).

- a. *Reporting Requirements.* Grantee shall submit a financial and programmatic report to AARP within thirty (30) days of the expiration of the grant period, detailing all progress or achievement of the activities described herein. The report shall include an itemized listing of any and all expenditures and draw-downs of the Grant Funds made during the Grant Period.
- b. *Documentation and Right to Audit.* Organization shall retain invoices, receipts, accounting records and other supporting documentation for at least five (5) years following the expiration of the Grant Period. Organization shall maintain books and records consistent with generally accepted accounting principles and good business practices. AARP retains the right to audit Organization's books and records upon reasonable notice, for the limited purpose of confirming that funds are expended and drawn down solely to conduct Grant Activities and in accordance with the terms of this Agreement.

2. **Permissible Use of Funds, Repayments, and Refunds.** Organization shall use the Grant Funds exclusively for the performance of Grant Activities. AARP retains the right to receive an immediate refund of all improperly expended or unearned funds, as determined in AARP's sole reasonable discretion, from Organization upon written demand. If Organization anticipates a change in the scope or direction of Grant Activities, it must procure prior written approval from AARP before expending Grant Funds for any activity not specifically detailed herein. Furthermore, upon the expiration of the Grant Period or if Organization fails to comply with any term of this Agreement, Organization agrees to return any unexpended portion of the Grant Funds in Organization's possession upon written demand from AARP.
3. **Term and Termination.** The effective date of this agreement shall be the date of execution, and the Agreement shall automatically terminate on December 31, 2017. The Agreement may be terminated by AARP at any time and for any reason upon written notification to Organization. Upon such termination, Organization shall not be required to return any portion of the paid Grant Funds to AARP, and AARP shall have no further obligation to provide Organization with any unpaid portion of the Grant Funds.
4. **No Implied Agency.** Nothing in this Agreement shall be deemed to create any partnership, joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used to provide the Agreement.
5. **No commercial or political activity.** Both parties recognize that AARP is a non-profit, non-partisan tax-exempt organization and agree that the Grant Funds will not be used to support or oppose political candidates or initiatives. Notwithstanding any specific deliverable herein, Grant Funds shall not be used to promote any commercial product or for-profit corporation.
6. **Indemnification.** Each Party (an "Indemnifying Party") shall indemnify, hold harmless, and defend the other Party, its affiliates, and their respective partners, officers, directors, employees, contractors, agents and representatives (each of whom is an "Indemnified Party") against all liability, costs, actions, suits, judgments, damages, and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting from (a) the negligent, reckless or willful acts or omissions of Indemnifying Party, its officers, directors, employees, members, independent contractors, or agents, (b) Indemnifying Party's breach of this MOU,

including failure to provide the services and work as set forth in this MOU; and (c) any claim that the services or work product of the Indemnifying Party provided under this MOU infringe or violate the intellectual property or other rights of third parties, except to the extent caused by the Indemnified Party. The Parties acknowledge and agree that the indemnity specified herein will include, without limitation, indemnification for settlements or compromises of matters covered by this indemnity. The Indemnifying Party shall not settle any such suit or claim without the Indemnified Party's prior written consent if such settlement would be adverse to the Indemnified Party's interest. The Indemnified Party may, at its option, conduct the defense in any third party action arising as described above and the Indemnifying Party agrees fully to cooperate with such defense. The obligations and rights granted in this Section 6 shall survive the expiration and termination of the Agreement.

7. **Insurance.** Both parties agree to carry and maintain comprehensive general liability and professional liability in an amount not less than one million dollars (\$1,000,000) and workers' compensation insurance in an amount as required by applicable law covering all personnel engaged in the furnishing of services under this Agreement for the duration of the Grant Period.
8. **Acknowledgment and Trademark Licenses.** Organization shall acknowledge AARP in any press release, public announcement, or publicly-released documents related to the Grant Activities detailed herein. To that end, AARP grants Organization a royalty-free non-exclusive, revocable license to use its name and corporate logo solely for that purpose upon the advance written approval of AARP in each instance. In addition, Organization grants AARP a non-exclusive, royalty-free, world-wide, license to use Organization's corporate trademark, including its name and/or logo for the limited purpose of communications regarding the grant between AARP and Organization to AARP members, the 50+ and the general public in promotion of AARP in all media and mediums, including without limitations, broadcast, print, online and AARP membership materials until the expiration or termination of this Agreement. All trademark licenses granted under this section are non-transferrable and shall automatically terminate at the expiration or termination of this Agreement.
9. **No Publicity.** Notwithstanding any specific deliverable herein, neither party may issue a press release, hold a press conference, or otherwise refer to the other party in any manner with respect to this Agreement without the prior written consent of such other party.
10. **Warranties.** Each Party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; and (e) the content, media and other materials used or provided as part of the Agreement shall comply with all applicable laws and regulations and shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party. If necessary, Organization shall enter into written agreements and obtain written releases from third parties, in order to ensure that any work product can be used by AARP as contemplated herein.
11. **Confidentiality and Privacy.** Both parties agree to take commercially reasonable measures to protect information obtained from the other, provided information is marked "confidential" or is of such a nature that the recipient party has reason to believe it is confidential. Organization shall not rent, sell, lease, distribute, or otherwise knowingly make available to any third party any information obtained from AARP about AARP, AARP members, or any AARP activity, unless (i) prior written authorization has been obtained;

or (ii) Organization is required to release information by valid subpoena or court order. This section shall survive the expiration or termination of this Agreement.

12. **Additional Terms.** Organization shall not assign or otherwise transfer the Agreement, including by change of control, to any party without the prior written consent of AARP. This Agreement represents the entire agreement between Parties and replaces any prior agreement or proposed variation. Should there be any conflict between any forms or documents exchanged by the Parties, the terms and conditions of this Agreement shall govern. This Agreement shall be amended only by mutual written agreement executed by all Parties or their respective designees. The Parties agree that this Agreement will be governed by the Laws of the District of Columbia without regard to District of Columbia conflict of laws statutes/rules. If any portion of this Agreement shall be declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected, but will remain in full force and effect.
13. **Notice.** For purposes of this Agreement, the following individuals shall serve as points of contact, including delivery of reports, for both AARP and the Organization:

AARP

Jean Setzfand
SVP, Programs
601 E Street, NW
WDC 20049
livable@aarp.org

Organization

David Parker
City of Gulfport
City Hall, Gulfport
2309 15th Street
Gulfport, MS 39501

ACCEPTED AND AGREED TO BY:

AARP

By: _____

Printed Name: _____

Title: _____

City of Gulfport

By: _____

Printed Name: _____

Title: _____

AARP GENERAL RELEASE



I grant AARP, its employees, affiliates, agents, and licensees the right to use my name and likeness, and recorded remarks and/or a transcript of my statements in connection with the Project described below ("Materials") alone or with other content in promotion of AARP, including without limitation, for derivative purposes for an unlimited number of times world-wide on a royalty-free basis in perpetuity. I understand that AARP may wish to make reasonable edits to my likeness or recorded statements and I grant AARP the right to make such edits. I understand that AARP owns or has a third party license to use the Materials and acknowledge that I do not have the right of approval or to receive any compensation from the production and/or use of the Materials. I waive any right of privacy or publicity. I acknowledge that AARP will rely on my representations in this release and I waive any right to assert any claim against AARP or its employees, affiliates, agents, and licensees, relating to any use of the Materials. I also represent that any statements made by me during the production of Materials are true, to the best of my knowledge, and that the Materials do not violate or infringe upon any third party rights.

By signing below I am confirming that I have **READ, UNDERSTOOD, and AGREED** to the terms and conditions above.

Name
(Print): _____

***Signature:** _____ **Date:** _____

Address: _____

Phone Number _____ **Email Address:** _____

Project: _____

***Parent/Guardian signature is required below for individuals under the age of 18:**

I represent that I am the parent or legal guardian of the individual named above, I have read and fully understand and agree to the contents of this release, and that I consent to this release on behalf of the individual named above.

Parent/Guardian Signature: _____ **Date:** _____



LIVABLE COMMUNITIES
Great Places for All Ages™



AARP Community Challenge

Grants to make communities livable for people of all ages

After-Action Report

Please send your After Action Report with visuals (photos and/or video) by December 1, 2017 to livable@aarp.org and via direct mail to: AARP Livable Communities, 601 E Street, NW, S11-300, Washington DC 20049

- 1) **What did you set out to accomplish?**
- 2) **What were the results?**
- 3) **What were the highlights of your project?**
- 4) **What could have been better?**
- 5) **What longer-term impact do you expect? Next steps?**

Please send any visual documentation of your project to help us showcase your good work!

By sending AARP photos, videos, and/or any other types of recordings of your project ("Project Recording"), you grant AARP a license to use your Project Recording in perpetuity in its materials in whole or in part in all platforms and mediums and to make all necessary edits to use the Project Recording in AARP's sole discretion and you warrant and represent that use of your Project Recording by AARP or its affiliates or licensees shall not violate any third-party rights.

Please email questions to livable@aarp.org

New Vendor Set-Up Form



In order to be set-up to do business with AARP and entered into AARP systems for payment processing, both pages of this form must be completed in their entirety and returned to the appropriate AARP representative.

1.0 GENERAL COMPANY INFORMATION

Company Name <i>(as it appears on invoice)</i>	
Primary Address	
Tax ID Number	
DUNS Number	
Primary Business Contact <i>(name and title)</i>	
Contact Phone Number	
Contact e-Mail	

Are you an Independent Contractor? <i>(please enter Yes or No)</i>	
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2.0 SMALL, 50+ AND DIVERSITY BUSINESS QUALIFICATIONS

Please check all boxes that apply to your business or enter the word “yes” if your company is majority owned (greater than 50%) by one of the following groups or classifications. AARP will audit your status annually using a 3rd party. Failure to provide accurate information may result in your inability to provide additional work to AARP for an indefinite period of time. AARP uses the SBA guidelines to determine who qualifies as a small, Hub Zone or 8a business.

Minority-Owned Businesses		Other Diverse, Small and 50+ Businesses	
African American		Woman-Owned	
Hispanic or Latino		Veteran-Owned	
Asian		Service-Disabled Veteran-Owned	
American Indian or Alaska Native		LGBT-Owned <i>(Lesbian / Gay / Bisexual / Transgender)</i>	
Native Hawaiian or Other Pacific Islander		Small, HUB Zone or 8a Business	
Some Other Race <i>(two or more races or multi-racial)</i>		Business Owned by Individual(s) Aged 50+	

Please answer the following questions:

Are you able to provide a certification of your diversity status if requested? <i>(enter NA if none checked)</i>	
What estimated percentage of your annual spend is sourced from other businesses in one or more of the groups or classifications listed above? <i>(i.e. second-tier spend)</i>	
Are you able to provide a quarterly or annual report of your tier-two diversity spend if requested?	

Please complete this form and return it with a completed (signed) W-9 Form to AARP via email to financialservices@aarp.org for processing. Alternatively, you may mail this form to AARP, attention Financial Services at 601 E Street NW, Washington DC, 20049 or FAX it to (866) 368-7411. Please contact our call center with any questions regarding this form at 202-434-7868, option 3 for Financial Services.

3.0 ACH REMIT INFORMATION

AARP payment terms are "Net 45" days via Automated Clearing House (ACH). Small and diversity businesses are offered accelerated payment terms of 15 days from receipt of a valid invoice received at the proper address. The 15 day terms are a target and not a guarantee.

Remit Payment Name	
Remit Address	
Accounts Receivable Contact	
e-Mail Address <i>(required for notification)</i>	
Bank Name	
Bank Address <i>(city and state)</i>	
Bank Routing Number	
Bank Account Number <i>(checking accounts only)</i>	

I authorize AARP to initiate credits to my account for payment of vendor services. This authority will remain in effect until cancelled by me in writing. I have reviewed and validated the furnished ACH banking information and acknowledge that all info furnished is truthful and accurate provided on this form.

Authorized Signature		
Name and Title <i>(printed)</i>		Date <i>(above)</i>

NOTE: AARP validates all ACH information. Payment will not be issued until banking information has been validated by AARP. To be processed for payment, all invoices must include the Purchase Order (PO) number and AARP contact name, and IMPT Assignment Number (if applicable). Failure to provide this information may result in delayed payment.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Administration

Date: 08/17/2017

Subject: Resolution - authorizing the sale by the Mississippi Development Bank of its Special Obligation Bonds, Series 2017 (Gulfport, Mississippi Public Improvement Project), in the maximum principal amount of thirty-five million dollars (\$35,000,000) to provide funds for a loan to the city' approving the form of and execution of, as applicable certain documents to be used in connection with the Bank Bond and Loan, and taking further actions relating to the Bank Bonds and Loan and for related purposes.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Police Department

Date: 08/17/2017

Subject: Resolution - approving Agreement for sheltering services between the City of Gulfport and the Humane Society of South Mississippi 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 AGREEMENT FOR SHELTERING SERVICES BETWEEN THE CITY OF GULFPORT, MISSISSIPPI, AND THE HUMANE SOCIETY OF SOUTH MISSISSIPPI; TO AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, pursuant to authority granted by Section 21-19-9, Miss Code Ann. (1972, as amended), from time to time, has adopted certain and various municipal ordinances regarding “animal control” within the city limits of the City of Gulfport and, in the enforcement of said ordinances may cause certain animals found to be running at large to be impounded and sold to discharge the costs and penalties provided for the violation of such regulations and the expense of impounding and keeping and selling the same; and pet overpopulation is tragic, complex and expensive to manage; and

WHEREAS, the City of Gulfport is further authorized by the aforementioned code section to “provide for the erection of all needful pens, pounds, and buildings for the use of the municipality...and to appoint and confirm keepers thereof”; and

WHEREAS, the City of Gulfport is further authorized by the aforementioned code section, as set forth in Attorney General opinions interpreting the same (Dunbar 2000 WL 120481), to contract with a local humane shelter to provide services that would otherwise be provided at/by a “city pound”; and

WHEREAS, pursuant to the aforementioned authority, the City of Gulfport desires to enter into such a contract with the Humane Society of South Mississippi, a Mississippi non-profit corporation, to provide the services that would otherwise be provided at/by a “City pound” as as is more fully set forth in the AGREEMENT FOR SHELTERING SERVICES which 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 AGREEMENT FOR SHELTERING SERVICES BETWEEN THE CITY OF GULFPORT, MISSISSIPPI, AND THE HUMANE SOCIETY OF SOUTH MISSISSIPPI be and it is hereby approved in the form as is found in Exhibit “A” to this resolution, and the Mayor be and he is hereby authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

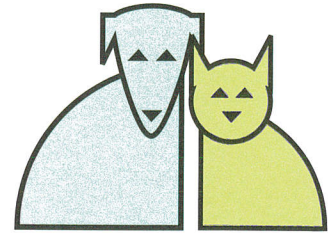
ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

MAYOR



HUMANE SOCIETY
of South Mississippi

2615 25th Ave., Gulfport, MS. 39501

228-863-4394 • Fax: 228-864-7768
hssm.org

June 28, 2017

Chief Leonard Papania
Gulfport Police Department
2810 34th Avenue
Gulfport, MS 39501

Dear Chief Papania:

Thank you for partnering with the Humane Society of South Mississippi to fight pet overpopulation in Gulfport. Our community has seen a growth in the number of dogs and cats that roam our neighborhoods. Many of these animals are unaltered and continue to add to the stray and pet overpopulation problem.

The agreement between the City of Gulfport and the Humane Society of South Mississippi for September 01 2017- August 31, 2020. Is attached for your review. The fee contract period will be \$174,000.00 (\$14,500.00 per month).

We look forward to working even closer with your organization and our community leaders to improve the life of all pets in our community now and in the future.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Jay Bruner', with a stylized, flowing script.

Jay Bruner

Director of Finance

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

**AGREEMENT FOR SHELTERING SERVICES
BETWEEN
THE CITY OF GULFPORT, MISSISSIPPI
AND
THE HUMANE SOCIETY OF SOUTH MISSISSIPPI**

THIS AGREEMENT, made and entered into this the 01 day of September, 2017, at Gulfport, Mississippi, by and between the City of Gulfport, Mississippi, acting by and through its Mayor and City Council (“the Governing Authority”), hereinafter referred to as “City”, and the Humane Society of South Mississippi, a Mississippi non-profit corporation, hereinafter referred to as “HSSM” with its principal place of business at 2615 25th Avenue, Gulfport, MS 39501, for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESS THAT:

WHEREAS, the city of Gulfport, pursuant to authority granted by Section 21-19-9, Miss. Code Ann.(1972, as amended), from time to time, has adopted certain and various municipal ordinances regarding “animal control” within the city limits of the City of Gulfport and, in the enforcement of the said ordinances, may cause certain animals found to be running at large to be impounded and sold to discharge the costs and penalties provided for the violation of such regulations and the expense of impounding and keeping and selling the same; and

WHEREAS, the City of Gulfport is further authorized by Section 21-19-9, Miss Code Ann. (1972, as amended), to “provide for the erection of all needful pens, pounds, and buildings for the use of the municipality... and to appoint and confirm keepers thereof”; and

WHEREAS, the city of Gulfport is further authorized by Section 21-19-9, Miss Code Ann (1972, as amended), as set forth in Attorney General Opinions interpreting same (Dunbar, 2000 WL 1207481 (Miss. A.G.), to contract with a local humane shelter to provide services that would otherwise be provided at/by a “city pound” (for example, to impound, keep and sell dogs which municipal law enforcement officers find running at large in the course and scope of their duties in enforcing ordinances); and

WHEREAS, pursuant to the aforementioned authority, the City of Gulfport desires to enter into such a contract with the Humane Society of South Mississippi, a Mississippi non-profit corporation, to provide the services that would otherwise be provided at/by a “city pound” as more fully set forth in the foregoing paragraph and as more fully set forth herein.

Now, therefore, let it be resolved that the CITY OF GULFPORT, MISSISSIPPI, a municipal corporation, and the HSSM does hereby mutually agree as follows:

1. **ANIMAL SHELTER SERVICES.** HSSM agrees to accept and shelter animals properly delivered by animal control officers and /or law enforcement personnel acting under the authority of the Chief of Police (hereinafter collectively referred to as “animal control officers”) of the City at the HSSM shelter located at 2615 25th Avenue in Gulfport, Mississippi (hereinafter referred to as “the shelter”). In accord with applicable statues and ordinances, HSSM agrees to hold these animals and provide them with shelter, care, food and water. At the conclusion of the applicable holding period as established by state statute, municipal ordinance or this agreement, if an animal has not been claimed by its owner, HSSM agrees to take ownership of said animals and further agrees to provide adoption services for said animals, and, if necessary, at the sole discretion of HSSM, to provide humane euthanasia services and sanitary disposal of remains as needed in accordance with applicable state and local statutes, laws and ordinances.
2. **TERM.** The term of this Agreement shall commence on September 01, 2017 and terminate on August 31, 2020. Either party may terminate the Agreement, with cause upon thirty (30) days written notice to the other party, and without cause, upon ninety (90) days written notice to the other party. It is further expressly understood and acknowledged that the City’s governing authority cannot bind its successors in office and that the governing authority which assumes office in August 2017 may void this Agreement as permitted by law. If this Agreement is terminated after the start of a month but before the month’s end, monies owed by the City to HSSM for that period of time shall be calculated by taking the monthly payment set forth herein and dividing it by the number of days of the month to obtain a per day amount for that particular month and then multiplying the per day amount by the number of days of service provided under this agreement up to the effective date of termination.
3. **DELIVERY OF ANIMALS.** The City agrees to deliver animals to the HSSM by physically transporting the animals to the shelter and placing said animals into cages, pens, or other containment areas as directed by the shelter staff of HSSM. HSSM agrees that shelter staff shall

accomplish any data entry required upon delivery of an animal in Petpoint or other similar tracking software or online program as may be utilized by HSSM. City shall be given access to Petpoint or other similar tracking software or online program as may be utilized by HSSM. HSSM and the City agree that record keeping, for purposes of the City, shall be as set forth elsewhere herein (see Paragraph 10).

4. **BITE AND COURT CASE ANIMALS.** HSSM agrees to accept from animal control officers of the City those animals alleged to have bitten a person (hereinafter “bite animals”) and to accept animals that are ordered held and seized by a court of competent jurisdiction (hereinafter “court case animals”). HSSM shall hold bite animals for a period of ten (10) days and court case animals for a period of up to forty (40) days unless a longer period is ordered by the court, in which case documentation of such court order shall be provided by the City to HSSM within forty-eight (48) hours of issuance by the court. The City shall compensate HSSM \$12.50 per animal per day for bite animals and court case animals. Billing for such animals shall be included on the monthly statement required elsewhere herein. HSSM shall accept no more than twenty-two (22) bite animals or court case animals at one time from all entities served. Once the maximum number of bite animals or court case animals is achieved, no further bite animals or court case animals will be accepted for sheltering from an entity served. Disposition of unclaimed bite animals and court case animals, after the applicable holding period is left to the sole discretion of HSSM. Nothing in this paragraph shall be construed to prohibit the City from holding bite animals and court case animals at a location other than HSSM.
5. **PAYMENT.** For and in consideration of the services rendered herein, the City shall pay to HSSM the annual sum of \$174,000.00, payable in thirty-six (36) monthly installments of \$14,500.00 during the term of this Agreement. HSSM shall bill the City monthly and payment shall be made within thirty (30) days of monthly billing by HSSM and shall be in arrears (e.g., payment for September services shall be due at the end of October.) Payments shall be delivered to HSSM by the City to 2615 25th Avenue, Gulfport, MS 39501, by hand or by mail, first class, postage prepaid. The monthly bill shall include that information set forth in Exhibit “A” hereto. The monthly payment amount due from Gulfport is subject to reduction as allowed elsewhere herein (including, but not limited to, fees collected when an owner claims his/her animal during the applicable holding period).
6. **VETERINARY CARE.** The City understands and acknowledges that HSSM is unable to provide emergency veterinary care of animals twenty-four (24) hours per day, seven (7) days per week, and that the responsibility for providing emergency veterinary care for animals delivered after normal business hours (currently Monday- Friday, between 7:00AM and 4:00PM) rests solely with the City of Gulfport. During non-business hours, life-saving emergency veterinary care, to the extent same is

required, shall be provided by the City prior to the delivery of said animal to HSSM. No animal shall be brought to the shelter injured or suffering during non-business hours. Should the City deliver such an animal during non-business hours, such, at the discretion of HSSM, may provide grounds for termination of this agreement. The City shall only pay for required veterinary services rendered to an animal, during the requisite holding period, delivered to HSSM by the City and held by HSSM pursuant to this agreement, which have been authorized in advance and in writing (electronic mail is an acceptable means of providing written approval for treatment) by the Chief of Police or one acting under his authority. Written approval shall not be required for routine medical charges incurred at the time of animal delivery/intake. Where an animal is delivered to HSSM by a person or entity other than the City, the City shall not be responsible for the cost of veterinary services rendered to that animal and written approval of the City shall not be required for veterinary services provided to such animal by HSSM.

7. **SEIZURES.** In the event of a mass seizure of animals ordered or conducted by the City, the City agrees to make arrangements and pay for the humane containment and care of those animals seized. HSSM agrees to use its best efforts to assist the City in these seizures. If space allows and at its discretion, HSSM agrees to accept these animals for care at the shelter for a period of time determined in the sole discretion of HSSM. If HSSM does agree to assist the City in a mass intake of animals, the City shall be responsible for reimbursing HSSM an amount not to exceed the costs incurred by HSSM. Nothing in this paragraph shall be construed to prohibit the City from holding mass seizure animals at a location other than HSSM.
8. **INDEMNIFICATION.** To the extent allowed by law, the City agrees to indemnify HSSM and its agents, volunteers, employees, Board of Directors, officers, successors and assigns from any responsibility for or liability resulting from the physical condition and/or actions of said animals that are attributed to the City or its agents, employees, or officials during the requisite holding period. Any indemnification from the City in favor of HSSM under this contract shall not exceed the City's authority permitted by law. HSSM agrees to indemnify and hold the City and its agents, employees, officers, and officials harmless from and against any responsibility or liability, including, without limitation, lawsuits, claims, demands, and causes of action, resulting from or in any way arising out of acts or omissions of HSSM or its agents, volunteers, employees, Board of Directors, officers, successors, and assigns, including but not limited to those involving the condition of the HSSM facilities or any animals kept or detained there or the disposition of any animals by way of adoption, return to owners, euthanasia, or otherwise.
9. **ANIMALS DELIVERED TO CITIZENS.** HSSM agrees that an animal which is subject to a holding period will not be released to the animal's owner except upon written authorization of the

City. HSSM shall advise the City in writing (electronic mail or facsimile shall suffice) when any Gulfport animal is claimed by its owner, and provide the City a copy of the Intake Form described herein. Where appropriate, the City shall provide written (electronic mail or facsimile shall suffice) authorization to HSSM to release the animal to the owner. Nothing in this paragraph shall limit ability of HSSM to recover any costs that it is entitled for services provided to the animal such as installation of a microchip or spay or neuter, when required by statute or local ordinance, or any other fees or services charged to such owners or the public, through the normal course of HSSM's operations following the end of the applicable holding period.

10. **RECORD KEEPING.** HSSM agrees that it will complete an Intake Form (see Exhibit "B" hereto – the form may be changed upon agreement of HSSM and the Police Chief) for each animal delivered to HSSM by a citizen claiming that an animal originated within the City limits of Gulfport or by a one of the City's animal control officers. Each animal credited to the City by HSSM for record keeping purposes shall have a properly completed Intake Form. The animal counts for the City of Gulfport shall only be calculated using the information contained on the Intake Form. At a minimum, the Intake Form shall contain the information outlined in Exhibit "C" hereto. HSSM shall take all steps as are reasonable to ensure that any animal claimed to have originated in Gulfport did, in fact, originate within the city limits of Gulfport. Intake Forms shall be made available to the City on a daily basis upon verbal request. HSSM shall confirm with the City whether an animal is impounded for a second time.
11. **COORDINATION.** HSSM's Board of Directors shall coordinate two (2) annual meetings, approximately every six (6) months, unless sooner required by circumstances, with appropriate staff of the City to discuss any issues that may arise regarding this Agreement and the services rendered pursuant to the same. HSSM shall identify a Liaison to the City, subject to approval of the City, who shall be the initial point of contact for day-to-day operational issues as may arise during the term of this Agreement. Every three months, unless sooner required by circumstances, the City shall coordinate a meeting with HSSM staff to discuss any issues that may arise regarding day-to-day operations under this Agreement.
12. **INSURANCE.** HSSM shall obtain and maintain insurance as follows:
 - a. Workers Compensation Insurance as required by the State of Mississippi;
 - b. Comprehensive General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, including coverage for bodily injury. HSSM agrees to have the City named as an additional insured on said policy;
 - c. Comprehensive Automobile Liability Insurance with policy limits in the amount required by law. HSSM agrees to have the City named as an additional insured on said policy.

13. GENERAL PROVISIONS.

- a. **Entire Agreement. Amendments.** This Agreement, including exhibits hereto, constitutes the entire agreement of the parties and supersedes and cancels all previous written or oral agreements between HSSM and the City. This Agreement may not be amended, supplemented or modified except by a written document signed by the duly authorized representative of each party.
 - b. **Severability.** Should any clause, portion or section of this agreement be determined to be unenforceable or invalid for any reason, the parties acknowledge and agree that such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of this Agreement.
14. **GOVERNING LAW.** The parties hereto agree that this Agreement shall be construed in accordance with the laws of the State of Mississippi.
15. **COMPLIANCE WITH GOVERNING LAWS/INDEPENDENT CONTRACTOR.** HSSM agrees that it and its agents, volunteers, employees, Board of Directors, officers and officials shall comply with all laws and regulations which may govern or otherwise pertain to any of the services or activities that HSSM is to perform pursuant to this Agreement. It is further acknowledged and understood that HSSM and its agents, volunteers, employees, servants, officers, and officials and all others who provide or will provide services under this Agreement are not employees or servants of the City, or in any joint venture, partnership, or corporate business, or agency relationship with the City, but instead are solely independent contractors.
16. **NON-EXCLUSIVE.** Nothing in this agreement shall be construed to prohibit the City from sheltering animals at a facility owned or managed by the City where the City determines it to be in the best interest of the City.
17. **INSPECTIONS.** HSSM agrees to allow representatives of the City to inspect HSSM facilities used in furtherance of this Agreement upon request.
18. **OFFICIAL NOTICES.** Official notice to HSSM shall be to the mailing address of 2615 25th Avenue, Gulfport, MS 39501, and to the attention of the "Executive Director" unless a change of address is provided to the City in writing. Official notice to the City shall be to the mailing address of 2309 15th Street, Gulfport, MS 39501, to the attention of the "Mayor" with a copy to the City Attorney at 2309 15th Street, Gulfport, MS 39501, unless a change is provided to HSSM in writing. All official notices shall be in writing and served by first class US Mail, postage prepaid, or by hand delivery.

IN WITNESS WHEREOF, the parties hereto have respectively caused this Agreement to be executed by their undersigned and duly authorized representatives, this the ____ day of _____, _____.

To the City at:

City of Gulfport

Attn:

2309 15th Street

Gulfport, MS 39501

To HSSM at:

Humane Society of South Mississippi

Attn: Lori West, Executive Director

2615 25th Ave

Gulfport, MS 39501

ATTEST

CITY OF GULFPORT, MISSISSIPPI

ATTEST

HUMANE SOCIETY OF SOUTH MISSISSIPPI

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

**AGREEMENT FOR SHELTERING SERVICES
BETWEEN
THE CITY OF GULFPORT, MISSISSIPPI
AND
THE HUMANE SOCIETY OF SOUTH MISSISSIPPI**

THIS AGREEMENT, made and entered into this the 01 day of September, 2017, at Gulfport, Mississippi, by and between the City of Gulfport, Mississippi, acting by and through its Mayor and City Council (“the Governing Authority”), hereinafter referred to as “City”, and the Humane Society of South Mississippi, a Mississippi non-profit corporation, hereinafter referred to as “HSSM” with its principal place of business at 2615 25th Avenue, Gulfport, MS 39501, for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESS THAT:

WHEREAS, the city of Gulfport, pursuant to authority granted by Section 21-19-9, Miss. Code Ann.(1972, as amended), from time to time, has adopted certain and various municipal ordinances regarding “animal control” within the city limits of the City of Gulfport and, in the enforcement of the said ordinances, may cause certain animals found to be running at large to be impounded and sold to discharge the costs and penalties provided for the violation of such regulations and the expense of impounding and keeping and selling the same; and

WHEREAS, the City of Gulfport is further authorized by Section 21-19-9, Miss Code Ann. (1972, as amended), to “provide for the erection of all needful pens, pounds, and buildings for the use of the municipality... and to appoint and confirm keepers thereof”; and

WHEREAS, the city of Gulfport is further authorized by Section 21-19-9, Miss Code Ann (1972, as amended), as set forth in Attorney General Opinions interpreting same (Dunbar, 2000 WL 1207481 (Miss. A.G.), to contract with a local humane shelter to provide services that would otherwise be provided at/by a “city pound” (for example, to impound, keep and sell dogs which municipal law enforcement officers find running at large in the course and scope of their duties in enforcing ordinances); and

WHEREAS, pursuant to the aforementioned authority, the City of Gulfport desires to enter into such a contract with the Humane Society of South Mississippi, a Mississippi non-profit corporation, to provide the services that would otherwise be provided at/by a “city pound” as more fully set forth in the foregoing paragraph and as more fully set forth herein.

Now, therefore, let it be resolved that the CITY OF GULFPORT, MISSISSIPPI, a municipal corporation, and the HSSM does hereby mutually agree as follows:

1. **ANIMAL SHELTER SERVICES.** HSSM agrees to accept and shelter animals properly delivered by animal control officers and /or law enforcement personnel acting under the authority of the Chief of Police (hereinafter collectively referred to as “animal control officers”) of the City at the HSSM shelter located at 2615 25th Avenue in Gulfport, Mississippi (hereinafter referred to as “the shelter”). In accord with applicable statutes and ordinances, HSSM agrees to hold these animals and provide them with shelter, care, food and water. At the conclusion of the applicable holding period as established by state statute, municipal ordinance or this agreement, if an animal has not been claimed by its owner, HSSM agrees to take ownership of said animals and further agrees to provide adoption services for said animals, and, if necessary, at the sole discretion of HSSM, to provide humane euthanasia services and sanitary disposal of remains as needed in accordance with applicable state and local statutes, laws and ordinances.
2. **TERM.** The term of this Agreement shall commence on September 01, 2017 and terminate on August 31, 2020. Either party may terminate the Agreement, with cause upon thirty (30) days written notice to the other party, and without cause, upon ninety (90) days written notice to the other party. It is further expressly understood and acknowledged that the City’s governing authority cannot bind its successors in office and that the governing authority which assumes office in August 2017 may void this Agreement as permitted by law. If this Agreement is terminated after the start of a month but before the month’s end, monies owned by the City to HSSM for that period of time shall be calculated by taking the monthly payment set forth herein and dividing it by the number of days of the month to obtain a per day amount for that particular month and then multiplying the per day amount by the number of days of service provided under this agreement up to the effective date of termination.
3. **DELIVERY OF ANIMALS.** The City agrees to deliver animals to the HSSM by physically transporting the animals to the shelter and placing said animals into cages, pens, or other containment areas as directed by the shelter staff of HSSM. HSSM agrees that shelter staff shall

accomplish any data entry required upon delivery of an animal in Petpoint or other similar tracking software or online program as may be utilized by HSSM. City shall be given access to Petpoint or other similar tracking software or online program as may be utilized by HSSM. HSSM and the City agree that record keeping, for purposes of the City, shall be as set forth elsewhere herein (see Paragraph 10).

4. **BITE AND COURT CASE ANIMALS.** HSSM agrees to accept from animal control officers of the City those animals alleged to have bitten a person (hereinafter "bite animals") and to accept animals that are ordered held and seized by a court of competent jurisdiction (hereinafter "court case animals"). HSSM shall hold bite animals for a period of ten (10) days and court case animals for a period of up to forty (40) days unless a longer period is ordered by the court, in which case documentation of such court order shall be provided by the City to HSSM within forty-eight (48) hours of issuance by the court. The City shall compensate HSSM \$12.50 per animal per day for bite animals and court case animals. Billing for such animals shall be included on the monthly statement required elsewhere herein. HSSM shall accept no more than twenty-two (22) bite animals or court case animals at one time from all entities served. Once the maximum number of bite animals or court case animals is achieved, no further bite animals or court case animals will be accepted for sheltering from an entity served. Disposition of unclaimed bite animals and court case animals, after the applicable holding period is left to the sole discretion of HSSM. Nothing in this paragraph shall be construed to prohibit the City from holding bite animals and court case animals at a location other than HSSM.
5. **PAYMENT.** For and in consideration of the services rendered herein, the City shall pay to HSSM the annual sum of \$174,000.00, payable in thirty-six (36) monthly installments of \$14,500.00 during the term of this Agreement. HSSM shall bill the City monthly and payment shall be made within thirty (30) days of monthly billing by HSSM and shall be in arrears (e.g., payment for September services shall be due at the end of October.) Payments shall be delivered to HSSM by the City to 2615 25th Avenue, Gulfport, MS 39501, by hand or by mail, first class, postage prepaid. The monthly bill shall include that information set forth in Exhibit "A" hereto. The monthly payment amount due from Gulfport is subject to reduction as allowed elsewhere herein (including, but not limited to, fees collected when an owner claims his/her animal during the applicable holding period).
6. **VETERINARY CARE.** The City understands and acknowledges that HSSM is unable to provide emergency veterinary care of animals twenty-four (24) hours per day, seven (7) days per week, and that the responsibility for providing emergency veterinary care for animals delivered after normal business hours (currently Monday- Friday, between 7:00AM and 4:00PM) rests solely with the City of Gulfport. During non-business hours, life-saving emergency veterinary care, to the extent same is

required, shall be provided by the City prior to the delivery of said animal to HSSM. No animal shall be brought to the shelter injured or suffering during non-business hours. Should the City deliver such an animal during non-business hours, such, at the discretion of HSSM, may provide grounds for termination of this agreement. The City shall only pay for required veterinary services rendered to an animal, during the requisite holding period, delivered to HSSM by the City and held by HSSM pursuant to this agreement, which have been authorized in advance and in writing (electronic mail is an acceptable means of providing written approval for treatment) by the Chief of Police or one acting under his authority. Written approval shall not be required for routine medical charged incurred at the time of animal delivery/intake. Where an animal is delivered to HSSM by a person or entity other than the City, the City shall not be responsible for the cost of veterinary services rendered to that animal and written approval of the City shall not be required for veterinary services provided to such animal by HSSM.

7. **SEIZURES.** In the event of a mass seizure of animals ordered or conducted by the City, the City agrees to make arrangements and pay for the humane containment and care of those animals seized. HSSM agrees to use its best efforts to assist the City in these seizures. If space allows and at its discretion, HSSM agrees to accept these animals for care at the shelter for a period of time determined in the sole discretion of HSSM. If HSSM does agree to assist the City in a mass intake of animals, the City shall be responsible for reimbursing HSSM an amount not to exceed the costs incurred by HSSM. Nothing in this paragraph shall be construed to prohibit the City from holding mass seizure animals at a location other than HSSM.
8. **INDEMNIFICATION.** To the extent allowed by law, the City agrees to indemnify HSSM and its agents, volunteers, employees, Board of Directors, officers, successors and assigns from any responsibility for or liability resulting from the physical condition and/or actions of said animals that are attributed to the City or its agents, employees, or officials during the requisite holding period. Any indemnification from the City in favor of HSSM under this contract shall not exceed the City's authority permitted by law. HSSM agrees to indemnify and hold the City and its agents, employees, officers, and officials harmless from and against any responsibility or liability, including, without limitation, lawsuits, claims, demands, and causes of action, resulting from or in any way arising out of acts or omissions of HSSM or its agents, volunteers, employees, Board of Directors, officers, successors, and assigns, including but not limited to those involving the condition of the HSSM facilities or any animals kept or detained there or the disposition of any animals by way of adoption, return to owners, euthanasia, or otherwise.
9. **ANIMALS DELIVERED TO CITIZENS.** HSSM agrees that an animal which is subject to a holding period will not be released to the animal's owner except upon written authorization of the

City. HSSM shall advise the City in writing (electronic mail or facsimile shall suffice) when any Gulfport animal is claimed by its owner, and provide the City a copy of the Intake Form described herein. Where appropriate, the City shall provide written (electronic mail or facsimile shall suffice) authorization to HSSM to release the animal to the owner. Nothing in this paragraph shall limit ability of HSSM to recover any costs that it is entitled for services provided to the animal such as installation of a microchip or spay or neuter, when required by statute or local ordinance, or any other fees or services charged to such owners or the public, through the normal course of HSSM's operations following the end of the applicable holding period.

10. **RECORD KEEPING.** HSSM agrees that it will complete an Intake Form (see Exhibit "B" hereto – the form may be changed upon agreement of HSSM and the Police Chief) for each animal delivered to HSSM by a citizen claiming that an animal originated within the City limits of Gulfport or by a one of the City's animal control officers. Each animal credited to the City by HSSM for record keeping purposes shall have a properly completed Intake Form. The animal counts for the City of Gulfport shall only be calculated using the information contained on the Intake Form. At a minimum, the Intake Form shall contain the information outlined in Exhibit "C" hereto. HSSM shall take all steps as are reasonable to ensure that any animal claimed to have originated in Gulfport did, in fact, originate within the city limits of Gulfport. Intake Forms shall be made available to the City on a daily basis upon verbal request. HSSM shall confirm with the City whether an animal is impounded for a second time.
11. **COORDINATION.** HSSM's Board of Directors shall coordinate two (2) annual meetings, approximately every six (6) months, unless sooner required by circumstances, with appropriate staff of the City to discuss any issues that may arise regarding this Agreement and the services rendered pursuant to the same. HSSM shall identify a Liaison to the City, subject to approval of the City, who shall be the initial point of contact for day-to-day operational issues as may arise during the term of this Agreement. Every three months, unless sooner required by circumstances, the City shall coordinate a meeting with HSSM staff to discuss any issues that may arise regarding day-to-day operations under this Agreement.
12. **INSURANCE.** HSSM shall obtain and maintain insurance as follows:
 - a. Workers Compensation Insurance as required by the State of Mississippi;
 - b. Comprehensive General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, including coverage for bodily injury. HSSM agrees to have the City named as an additional insured on said policy;
 - c. Comprehensive Automobile Liability Insurance with policy limits in the amount required by law. HSSM agrees to have the City named as an additional insured on said policy.

13. GENERAL PROVISIONS.

- a. **Entire Agreement. Amendments.** This Agreement, including exhibits hereto, constitutes the entire agreement of the parties and supersedes and cancels all previous written or oral agreements between HSSM and the City. This Agreement may not be amended, supplemented or modified except by a written document signed by the duly authorized representative of each party.
- b. **Severability.** Should any clause, portion or section of this agreement be determined to be unenforceable or invalid for any reason, the parties acknowledge and agree that such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of this Agreement.

14. **GOVERNING LAW.** The parties hereto agree that this Agreement shall be construed in accordance with the laws of the State of Mississippi.

15. **COMPLIANCE WITH GOVERNING LAWS/INDEPENDENT CONTRACTOR.** HSSM agrees that it and its agents, volunteers, employees, Board of Directors, officers and officials shall comply with all laws and regulations which may govern or otherwise pertain to any of the services or activities that HSSM is to perform pursuant to this Agreement. It is further acknowledged and understood that HSSM and its agents, volunteers, employees, servants, officers, and officials and all others who provide or will provide services under this Agreement are not employees or servants of the City, or in any joint venture, partnership, or corporate business, or agency relationship with the City, but instead are solely independent contractors.

16. **NON-EXCLUSIVE.** Nothing in this agreement shall be construed to prohibit the City from sheltering animals at a facility owned or managed by the City where the City determines it to be in the best interest of the City.

17. **INSPECTIONS.** HSSM agrees to allow representatives of the City to inspect HSSM facilities used in furtherance of this Agreement upon request.

18. **OFFICIAL NOTICES.** Official notice to HSSM shall be to the mailing address of 2615 25th Avenue, Gulfport, MS 39501, and to the attention of the "Executive Director" unless a change of address is provided to the City in writing. Official notice to the City shall be to the mailing address of 2309 15th Street, Gulfport, MS 39501, to the attention of the "Mayor" with a copy to the City Attorney at 2309 15th Street, Gulfport, MS 39501, unless a change is provided to HSSM in writing. All official notices shall be in writing and served by first class US Mail, postage prepaid, or by hand delivery.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 08/17/2017

Subject: Resolution - approving Interlocal Agreement between the cities of Biloxi, Gulfport and County of Harrison, Mississippi for the application of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2017.

Recommendation:



Memorandum

To: Mayor Billy Hewes, III

From: Chief Leonard Papania

Date: August 4, 2017

Re: Permission to Apply for 2017 JAG Local Solicitation

Gulfport Police Department is eligible to receive \$77,180.00 through the Department of Justice, Justice Assistance Grant (JAG). No local matching funds are required.



Under this program, Harrison County and the Cities of Biloxi and Gulfport have been certified by Mississippi's Attorney General as having a disparate allocation. A disparate allocation occurs when a constituent unit of local government is scheduled to receive one and one half times more than another constituent unit. Jurisdictions certified as disparate must submit a joint application for the aggregate of funds allocated to them, specifying the amount of funds that are to be distributed to each of the units of local government and the purposes for which the funds will be used.

Gulfport Police Department's share (\$26,323) of the JAG funds they will be used to purchase equipment for officers.

I appreciate your consideration of this request.

The State of Mississippi

**County of Harrison
PRESENT**

KNOW ALL BY THESE

**INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF BILOXI and GULFPORT
AND COUNTY OF HARRISON, MISSISSIPPI**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM FY 2017**

This Agreement is made and entered into this 22nd day of August 2017 by and between the COUNTY of Harrison, and the CITIES of Biloxi and Gulfport, acting by and through its governing body, the City Council or Board of Supervisors hereinafter referred to as CITIES, both of Harrison County, State of Mississippi, witnesseth:

WHEREAS, this Agreement is made under the authority of Section 21-21-41, Mississippi Code of 1972 and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance of those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensated the performing party for the services or functions under this agreement and that the City of Gulfport shall be both the fiscal and applicant agency: and

WHEREAS, the CITIES and the COUNTY agree to disburse the funds from the JAG award as the amounts appear on the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2015 allocation list and forego any sharing of the funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section1.

COUNTY agrees to use \$14,952 for the JAG Program until September 30, 2020 and to comply with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements) and also specifically assures and certifies all items as written in the attached Addendum A “Standard Assurances and Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements”

Section2.

CITIES agree to the following: BILOXI agrees to use \$35,905 for the JAG Program until September 30, 2020; GULFPORT agrees to use \$26,323 for the JAG Program until September 30, 2020 and to comply with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements) and also specifically assures and certifies all items as written in the attached Addendum A “Standard Assurances and Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements”

Section3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Mississippi Tort Claims Act.

Section4.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITIES other than claims for which liability may be imposed by the Mississippi Tort Claims Act.

Section5.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section6.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

City of Gulfport, Mississippi

Billy Hewes, Mayor

ATTEST:

Clerk

**INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF BILOXI and GULFPORT
AND COUNTY OF HARRISON, MISSISSIPPI**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM FY 2017**

County of Harrison, Mississippi

Kent Jones, President
Harrison County Board of Supervisors

ATTEST:

Clerk

**INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF BILOXI and GULFPORT
AND COUNTY OF HARRISON, MISSISSIPPI**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM FY 2017**

City of Biloxi, Mississippi

Andrew Gilich, Mayor

ATTEST:

Clerk

ADDENDUM A

“Standard Assurances and Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements”



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Purchasing

Date: 08/17/2017

Subject:

Resolution - regarding RFP received for City Wide Electrical Services and authorizing negotiation of contract.

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 AWARD TO WEAVER ELECTRIC, INC., FOR CITY WIDE ELECTRIC SERVICES PROVIDER, TO APPROVE CONTRACT BETWEEN THE CITY OF GULFPORT AND MORAN HAULING, INC., FOR CONSTRUCTION SERVICES, TO AUTHORIZE THE MAYOR (OR DESIGNEE) TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport requires ongoing city wide electrical services; and

WHEREAS, pursuant to authority of this City Council, the City issued a Request for Proposals (“RFP”) for City Wide Electrical Services and received one (1) proposal submitted from Weaver Electric, Inc., which is the City’s current provider of City Wide Electrical Services; and

WHEREAS, the proposal received from Weaver Electric, Inc. is for the same rates as the City is currently paying Weaver Electric, Inc., as more fully set forth in the memorandum and proposal submitted attached herein as Exhibit “A” and the Council finds it is in the best interest of the City to approve retention of Weaver Electric, Inc. to provide City Wide Electrical Services on behalf of the City.

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 Gulfport City Council approves the award of the contract for City Wide Electrical Services on an as needed basis to Weaver Electric, Inc., subject to contract negotiation and approval.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 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: July 26, 2017

Re: City-Wide Electrical Services
Proposal Received 07/25/2017

On July 25, 2017, we received one (1) proposal in response to the RFP for City Wide Electrical Services. The proposal was submitted from Weaver Electric which is the firm that is currently our City Wide Electrical Services provider. The proposal received is for the same rates as we are currently paying.

It is my recommendation to accept the recommendation to award to Weaver Electric for City Wide Electrical Service. I have attached a copy of the submittal for your review and approval.

Thank you for your consideration.



ELECTRICAL SERVICES

FOR

CITY OF GULFPORT



COMPANY BACKGROUND



ABOUT:

Founded by Casey Weaver in 2011 with the sole purpose of serving customers through a team concept construction program. Weaver Electric is primed to evolve into the modern generation of contracting with a focus on efficient design, customer solutions, and unmatched quality workmanship.

Our Mission:

We are determined to become the best in our field by providing excellent service, performance and people. From the beginning, we realized the only way to achieve this was through a total commitment to quality.

Defining this commitment became relatively simple, since we knew that we wanted to do was simply provide the best service available to our customer.

- Deliver Quality Service
- Improve Our Performance
- Develop Excellence In Our People

With these goals as our guide, we began the development and implementation of a quality assurance program tailored to the construction of our customer's facilities. Designed as a training manual for new personnel and as an extension of the project specification, this program strives to insure a quality installation, from document control to final project delivery. We have been very pleased with the results of this program and the effect it has on the quality of our work.



Client satisfaction is the benchmark of success in our trade.
We believe this satisfaction and future depends on our
continued dedication to our mission statement.



BACKGROUND | EXPERIENCE



Listed below are a few of our customers for whom we have performed projects that are of similar scope and size as the enclosed bid package.

Mississippi Power Company –

Outdoor Lighting Services (Contract Jan. 30, 2020)

Project: VA Lighting

Install LED Street Lighting VA Gulf Coast Veterans Health Care System Biloxi, MS 39531

Scope of Work: Replacement of all exterior street lighting with LED fixtures to include parking lot Cobra, Shoebox and Acorn fixtures

Contract Value \$ 105,000.00

Optimum –

Project: Bldg. 33 HVAC Repair

Naval Facilities Engineering Command 400 Russell Ave, Belle Chasse, LA 70037

Scope of Work: Underground rough in and wire installation, gear change out, interior rough in and wire pulling, Install MV transformer.

Contract Value \$ 465,465.00

SES –

KAFB Mechanical Upgrades, KAFB, MS

Project: Repair Projects for 81st Medical Group Keesler Medical Group

Scope of Work: Move, relocate and/or provide new electrical and communication equipment, conduits, devices, back boxes, supports, hangers, cabling, light fixtures and misc. electrical materials.

Contract Value \$ 445,925.00



SES –

KAFB Substation Upgrades, KAFB, MS

Project: Upgrade Main Electrical Substation and Electrical Service Entrance

Scope of Work: Modernization and Consolidation of the Main Electrical Substation and Electrical Service Entrance, 81st Medical Group, Bldg. 472, Keesler AFB, MS

Contract Value \$1,661,250.00

Alutiiq –

Project: FY15 Resets- LA

Replace interior lighting at various buildings

Scope of Work: Furnish all labor, materials, equipment to check existing interior lighting fixture wiring, install new interior lighting fixtures and switches. Complete main distribution upgrade.

Contract Value \$ 1,029,236.76

MOWA Development, LLC-

Project: Utility Hardening

NCBC, Gulfport, MS

Scope of Work: Install medium voltage electrical system wiring and equipment and the demolition of existing overhead electrical equipment that it replaces.

Contract Value \$896,801.00

FLW Construction, Inc. –

JRB New Orleans, LA

Project: Airfield Fencing

Scope of Work: Provide and install conduit and wire for gate power. Trench and install underground conduit for gate controllers 6000' from power source to gate.

Contract Value \$233,500.00



CLIENT | REFERENCES



Post Office Box 7176

Gulfport, Mississippi 39506

Phone: 228-265-7740

Fax: 228-265-7742

Client References:

Mississippi Power
2908 28th Street
Gulfport, MS 39501
228-861-1016
Dondi Sawyer
Dcsawyer@southernco.com

USM
703 East Beach Drive
Ocean Springs, MS 39564
228-806-9778
kenneth.young@usm.edu

Hancock and Whitney Bank
2510 14th Street
Gulfport, MS 39501
228-563-5701
carmen.akins@hancocnkwitney.com



RESUME | KEY PERSONNEL

OVERVIEW

Over 20 years experience in the commercial/industrial electrical field. Began my career as an apprentice wireman and advancing to become President/Owner. I am responsible for the planning, directing and coordination of all the operations of the company and ensuring that client expectations are met. Fully experienced in all aspects of the electrical industry including Inside and Outside electrical work. Construction capabilities in all areas of electrical contracting including design, low voltage and medium voltages up to 46KV.

EXPERTISE

- High Voltage Splicing/Termination
- Electrical Primary Distribution & Substation
- Transformers
- Generators
- Sectionalizing Gear
- Paralleling Gear
- Inside & Outside Electrical Work
- Pole Line Construction & Maintenance

PROJECT EXPERIENCE

Commercial/Industrial

- Turan-Foley Chevrolet/Cadillac, Gulfport, MS
- Goldin Industries, Gulfport, MS
- Southern Company to include Mississippi Power/Alabama Power

Military/Government

- NCBC Repair & Modification of Primary Distribution System, Gulfport, MS
- NCBC Electrical Maintenance
- VA Medical Center Repair & Modifications of Primary Distribution System, Biloxi, MS
- VA Medical Center Electrical Maintenance, Biloxi, MS
- NASA Stennis Overhead Distribution, Stennis Space Center, MS
- NASA Stennis Rocket Test Complex, Stennis Space Center, MS
- Air National Guard Roadway/Security Upgrades, Gulfport, MS
- Air National Guard Airplane Hanger, Gulfport, MS
- Keesler AFB Switchgear Upgrades, Biloxi, MS
- Northrop Grumman Ship Systems Addition, Gulfport, MS

Medical/Healthcare

- Keesler AFB Medical Center, Biloxi, MS
- Little Rock AFB Medical Center, Little Rock AR

Casino

- Grand Casino, Gulfport, MS
- Boomtown Casino, Biloxi, MS
- Island View Casino, Gulfport, MS

City/State/County

- Goldin Sports Complex, Gulfport, MS
- May Memorial Stadium Lighting, Perkinston, MS
- Gulfport Sports Complex, Gulfport, MS
- USM Distribution System, Long Beach, MS
- MS Gulf Coast Community College Underground Distribution System, Perkinston, MS
- Milner Stadium, Gulfport, MS
- Pascagoula High School Athletics Complex Lighting, Pascagoula, MS
- D'Iberville High School Stadium Improvements, Harrison County, MS

AFFILIATIONS

IBEW – (International Brotherhood of Electrical Workers)
NECA – (National Electrical Contractor's Association)
AGC – (Associated General Contractors)

JEREMY HOLLAND, RCDD
Vice President

P.O. Box 7176 • Gulfport, MS 39506 • 228.265.7740 p • 228.314.0271 c • 228.265.7742 f • jholland@weaverelectric.us

OVERVIEW

More than 21 years in construction supervision, including accurate takeoffs, estimating, budgeting, contracting, purchasing, and invoicing. Experience in full on-site construction management; effectively schedule, monitor, and inspect all work from start to customer orientation. Work effectively with architects, engineers, developers, contractors, inspectors, government officials, and subcontractors. As a certified Registered Communications Distribution Designer (RCDD), I specialize in the field of structured cabling and communications design infrastructure.

EXPERTISE

- Design, Integration & Implementation of Telecommunications Transport Systems/Related Infrastructure
- Project Management
- Estimation
- Telecommunications/Networking
- Designing Cabling Distribution Systems
- Grounding & Bonding
- Fire Stopping
- Inside Electrical Work
- Generator Installation
- Structured Cabling
- Design Service
- Security Systems

PROJECT EXPERIENCE

Commercial/Industrial

- Hancock Bank Corporate Office, Gulfport, MS
- Hancock Bank Parking Garage, Gulfport, MS
- Long Beach Operations Center, Long Beach, MS
- Hancock Bank Branch Offices – Total Re-cabling of 12 Branch Offices throughout Harrison, Hancock & Jackson Counties, MS
- Hewes-Martin Building, Gulfport, MS
- AT&T Building

Military/Government

- United States Federal Courthouse, Gulfport, MS
- Naval Construction Battalion Center [NCBC] Network Cabling Design and Install, Gulfport, MS
- Gulf Islands National Seashore Davis Bayou Visitors Center, Ocean Springs, MS

Casino

- Isle of Capri Casino, Biloxi, MS

City/State/County

- George County Annex, George County, MS
- Pascagoula High School Athletics Complex Lighting, Pascagoula, MS
- D'Iberville High School Stadium Improvements, Harrison County, MS

OVERVIEW

Certified Journeyman Electrician with over 27 years of commercial and residential experience. Extensive experience performing electrical installations, maintenance and repairs for construction projects, including new construction, underground, retrofits, remodels and expansions. Expert in complex troubleshooting and problem resolution. Knowledgeable in analyzing and following manuals, schematic diagrams, blueprints and other specifications. Highly skilled in all aspects of construction including detailed scheduling of equipment and personnel, coordination of projects with contractors, subcontractors and inspectors, and ordering equipment and all materials. Proven leadership as a Foreman on large scale, multi-million dollar projects; experienced in various electrical environments including plants, hospitals, public facilities, waste water treatment plants and industrial buildings; projects include both new construction and underground electrical wiring as well as renovation within existing buildings.

EXPERTISE

- Electrical Systems & Controls
- Installations & Maintenance
- Blueprints & Schematics
- Generators & Transformers
- Switches & Circuit Breakers
- Electrical Code
- Safety & Q/A
- Wiring Diagrams
- Troubleshooting
- Motors & Conduit

PROJECT EXPERIENCE

Commercial/Industrial

- Chiquita Fresh North America – MS State Port Authority, Gulfport, MS
- Southern Company to include Mississippi Power/Alabama Power
- Integrated Lighting Solution - Parking Lot Lighting
- MS Gulf Coast Coliseum Expansion
- USM Gulf Park Hattiesburg

Military/Government

- NCBC Welcome Center, Gulfport, MS
- NCBC Security Gates, Gulfport, MS
- NASA Stennis Overhead Distribution, Stennis Space Center, MS
- Rolls Royce Jet Engine Testing Facility, Stennis Space Center, MS
- NCBC Solar Panel Installation Building 315

City/State/County

- Isaiah Fredricks Community Center, Gulfport, MS
- West Hancock High School Roadway Lighting Project, Hancock County, MS
- Goldin Sports Complex, Gulfport, MS
- Gulfport Sports Complex, Gulfport, MS
- Waveland Public Library, Waveland, MS
- Pascagoula High School Athletics Complex Lighting, Pascagoula, MS
- D'Iberville High School Stadium Improvements, Harrison County, MS

OVERVIEW

Certified Journeyman Electrician with over 18 years of commercial and residential experience. Extensive experience performing electrical installations, maintenance and repairs for construction projects, including new construction, underground, retrofits, remodels and expansions. Expert in complex troubleshooting and problem resolution. Knowledgeable in analyzing and following manuals, schematic diagrams, blueprints and other specifications. Highly skilled in all aspects of construction including detailed scheduling of equipment and personnel, coordination of projects with contractors, subcontractors and inspectors, and ordering equipment and all materials. Proven leadership as a Foreman on large scale, multi-million dollar projects; experienced in various electrical environments including plants, hospitals, public facilities, waste water treatment plants and industrial buildings; projects include both new construction and underground electrical wiring as well as renovation within existing buildings.

EXPERTISE

- Electrical Systems & Controls
- Installations & Maintenance
- Blueprints & Schematics
- Generators & Transformers
- Switches & Circuit Breakers
- Electrical Code
- Safety & Q/A
- Wiring Diagrams
- Troubleshooting
- Motors & Conduit

PROJECT EXPERIENCE

Commercial/Industrial

- Chiquita Fresh North America – MS State Port Authority, Gulfport, MS
- Southern Company to include Mississippi Power/Alabama Power
- Integrated Lighting Solution - Parking Lot Lighting

Military/Government

- NCBC Welcome Center, Gulfport, MS
- NCBC Security Gates, Gulfport, MS
- NASA Stennis Overhead Distribution, Stennis Space Center, MS
- Rolls Royce Jet Engine Testing Facility, Stennis Space Center, MS

Casino

- Hollywood Casino – Expansion/Renovation, Bay St. Louis, MS
- Hard Rock Hotel & Casino – Pool/Parking Garage/Marina, Biloxi, MS

City/State/County

- Isaiah Fredricks Community Center, Gulfport, MS
- West Hancock High School Roadway Lighting Project, Hancock County, MS
- Goldin Sports Complex, Gulfport, MS
- Gulfport Sports Complex, Gulfport, MS
- Waveland Public Library, Waveland, MS
- Pascagoula High School Athletics Complex Lighting, Pascagoula, MS
- D'Iberville High School Stadium Improvements, Harrison County, MS

OVERVIEW

Certified Journeyman Electrician with over 36 years of commercial and residential experience. Extensive experience performing electrical installations, maintenance and repairs for construction projects, including new construction, underground, retrofits, remodels and expansions. Expert in complex troubleshooting and problem resolution. Knowledgeable in analyzing and following manuals, schematic diagrams, blueprints and other specifications. Highly skilled in all aspects of construction including detailed scheduling of equipment and personnel, coordination of projects with contractors, subcontractors and inspectors, and ordering equipment/materials. Experienced in various electrical environments including plants, hospitals, public facilities, waste water treatment plants and industrial buildings; projects include both new construction and renovation.

EXPERTISE

- Electrical Systems & Controls
- Installations & Maintenance
- Blueprints & Schematics
- Generators & Transformers
- Switches & Circuit Breakers
- National Electrical Code
- Safety & Q/A
- Wiring Diagrams
- Electrical & Electronic Troubleshooting
- Motors & Conduit

PROJECT EXPERIENCE

- Goldin Metals
- Seaway Development
- City of Long Beach
- Long Beach School District
- City of Gulfport
- Gulfport School District
- Bay St. Louis School District
- Harrison County WW Treatment Facility
- Hancock County Utility Authority
- Harrison County
- University of Southern Mississippi
- Mississippi Gulf Coast Community College
- Naval Command Battalion Center
- Keesler Air Force Base
- Mississippi State Port Authority
- Chiquita
- Dole
- SSA Marine
- Taber Metals
- Mississippi Power Company
- FEB Distributing
- USDA
- Mississippi Coast Coliseum
- Soprema, Inc.
- Lynn Meadows Children Museum



SUMMARY | SCOPE OF SERVICES



Post Office Box 7176

Gulfport, Mississippi 39506

Phone: 228-265-7740

Fax: 228-265-7742

Weaver Electric is committed to providing reliable commercial electrical services you expect and the quality you trust. Our Technicians are on call 24 hours a day, 7 days a week, and are here to ensure that all of your electrical service and repair needs are met. We are a fully licensed and bonded electrical contractor serving the Mississippi Gulf Coast. Our commitment to consistently yield a job that is thoroughly complete, on time, within budget restraints, and most importantly...without flaw is unsurpassed.

Commercial Electrical Services:

Troubleshooting electrical problems

General electrical wiring, repairs and maintenance

Interior and exterior lighting installation, repairs, maintenance and retro-fit

Emergency and exit lighting installation, repairs and maintenance

Lighting control system installation, repairs and maintenance

Surge protection and grounding installation and repair

Concrete, wood and metal pole installation, inspection and replacement

Electrical power testing and monitoring

Installation and repair on electrical appliances and motors

Preventative maintenance

Parking lot lighting repair

Sign repair

Thermographic surveying

Stand-by emergency generator installation, repairs and maintenance

Uninterruptible power supply (UPS) system installation, repair and maintenance

Install, troubleshoot and replace electrical gear

Voice/data and fiber optic installation and repair

24 hour, 7 days a week emergency service and repair

Photocell repair and troubleshoot



PROPOSAL

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

Date: July 25, 2017

Proposal of: Weaver Electric, Inc. organized and existing under the laws

Under the State of Mississippi, doing business as Weaver Electric, Inc.

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

Gentlemen, in compliance with your invitation for proposals for “City Wide Electrical Services” and having examined the proposal documents, and scope of work, we do hereby propose to provide professional services and meet and satisfy all requirements and duties at the price stated below:

Cost per hour for work performed between the hours of 7:30 a.m. to 4:30 p.m., **\$40.00 per man**
Monday through Friday.

Cost per hour for work performed between the hours of 4:31 p.m. and 6:59 a.m., **\$61.00 per man**
Monday through Friday and all day Saturday until 11:59 p.m. (overtime).

Cost per hour for work performed between the hours of 12:00 a.m. through 11:59 p.m., **\$76.00 per man**
Sundays and City observed holidays.

Cost per hour when lift truck is required for job up to 60' **\$50.00 per hour**

Cost per hour when lift truck is over 60' to 100' **\$65.00 per hour**

Acknowledgement of Addenda

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

Proposer acknowledges receipt of the following addenda:

Addendum No. N/A dated _____

Addendum No. N/A dated _____

Addendum No. N/A dated _____

Addendum No. N/A dated _____

Trade Secrets/Proprietary Information

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

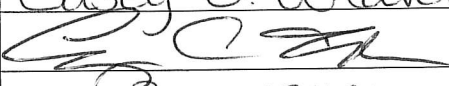
Please mark one:

- (☒) **No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.
- () **Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information. If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret and/or proprietary information. These pages shall be conspicuously labeled "PROPRIETARY INFORMATION" in red ink at the top and bottom center of each page.

Do Not Mark the Whole Proposal Proprietary

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

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

Company/Firm Name	Weaver Electric, Inc.
Authorized Representative (print)	Casey C. Weaver
Authorized Representative (signature)	
Address	P.O. Box 7176
Phone Number	228-265-7740
Facsimile Number	228-265-7742
Email	Cweaver@weaverelectric.us



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/15/2017

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 BancorpSouth Insurance Services, Inc. Stewart Sneed Hewes - Gulfport 2909 13th Street, 4th Floor Gulfport MS 39501		CONTACT NAME: Liz Williams PHONE (A/C, No, Ext): 228-863-5362 E-MAIL: liz.williams@bxsi.com FAX (A/C, No): 228-863-1957	
INSURED Weaver Electric, Inc. P.O. Box 7176 Gulfport MS 39506		INSURER(S) AFFORDING COVERAGE INSURER A: Union Insurance Company INSURER B: American Interstate Ins Co INSURER C: Travelers Casualty and Surety Co America INSURER D: INSURER E: INSURER F:	
WEAVELE-01		NAIC # 25844 31895 31194	

COVERAGES

CERTIFICATE NUMBER: 1624395903

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		CPA426941442	5/15/2017	5/15/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CPA426941442	5/15/2017	5/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	☒ OCCUR ☐ CLAIMS-MADE	CPA426941442	5/15/2017	5/15/2018	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/A	AVWCMS2500522017	5/15/2017	5/15/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A A C	Installation Floater Leased and Rented Equip Crime		CPA426941442 CPA426941442 106497070	5/15/2017 5/15/2017 4/6/2017	5/15/2018 5/15/2018 4/6/2018	Ded \$1,000 \$500,000 Ded \$2,500 \$250,000 Ded \$10,000 \$1,000,000

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

The General Liability and Auto Liability policies provide the holder with Additional Insured Status and Waiver of Subrogation if required in a written contract or agreement. The Workers Compensation policy provides a Waiver of Subrogation if required in a written contract. The Umbrella Liability is a "follow-form" policy. Forms are available upon request.

Crime Coverage:
Fidelity
See Attached...

CERTIFICATE HOLDER

CANCELLATION

Weaver Electric, Inc.
PO Box 7176
Gulfport MS 39506

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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AGENCY CUSTOMER ID: WEAVELE-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY BancorpSouth Insurance Services, Inc.		NAMED INSURED Weaver Electric, Inc. P.O. Box 7176 Gulfport MS 39506
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

- 1. Employee Theft \$1,000,000
- 2. Employee Theft of Client Property \$1,000,000
- Computer Crime
 - 1. Computer Fraud \$1,000,000
- Funds Transfer Fraud \$1,000,000
- Personal Accounts Protection
 - 1. Identity Fraud Expense Reimbursement \$25,000



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Fire Department

Date: 08/09/2017

Subject: Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport Fire 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 FIRE DEPARTMENT HEALTH AND JOB FAIRS, AND FOR RELATED PURPOSES

WHEREAS, the Gulfport Fire Department regularly participates in Health and Job Fairs; and

WHEREAS, the City of Gulfport receives advertising thru these 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 approximately \$540.00 for the purchase of silicone bracelets and stadium cups 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 Fire Department, is hereby authorized to expend municipal funds in the amount of approximately \$540.00.

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

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 FIRE DEPARTMENT HEALTH AND JOB FAIRS, AND FOR RELATED PURPOSES

WHEREAS, the Gulfport Fire Department regularly participates in Health and Job Fairs; and

WHEREAS, the City of Gulfport receives advertising thru these 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 approximately \$540.00 for the purchase of silicone bracelets and stadium cups 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 Fire Department, is hereby authorized to expend municipal funds in the amount of approximately \$540.00.

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: August 9, 2017

**Re: Request Permission to Purchase Promotional Items
Gulfport Fire Department**

The Gulfport Fire Department frequently sponsors educational events for the schools and community tours as well as health and job fairs. Items to support these events are silicone bracelets and Stadium cups. The total cost is approximately \$540.00

Request City Council make a finding that the purchase of such promotional items be spread across the minutes in accordance with the following provision in the MS Code. (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.”



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Natasha Tate, Assistant to the Fire Chief
Fire Department

Date: 08/03/2017

Subject: Resolution - accepting donation of equipment from Port City Crossfit for the Gulfport Fire 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 OF THE GULFPORT CITY COUNCIL ACCEPTING DONATION OF EQUIPMENT FROM PORT CITY CROSSFIT, AND FOR RELATED PURPOSES

WHEREAS, to accomplish their jobs, firefighters must maintain a certain level of physical fitness; and

WHEREAS, to assist Gulfport firefighters in maintaining the necessary level of physical fitness, Port City Crossfit has donated to the City three (3) wall balls and a Schwinn 130 exercise bicycle (Serial Number 370001EVB08380499) that will be used for training at Fire Station #7; and

WHEREAS, the City of Gulfport very much desires to accept the donation of the aforementioned equipment as the same is in the best interest of the City of Gulfport; and

WHEREAS, it is necessary for the City Council to authorize acceptance of the donation of the physical fitness equipment noted above.

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 Administration of the City of Gulfport be, and it is hereby, authorized to accept the donation of the physical fitness equipment described herein.

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

Section 4. That the City does hereby express its appreciation for the generous donation of Port City Crossfit as set forth herein.

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

MAYOR

Memorandum - City of Gulfport
(Fire Department)

To: Mayor Billy Hewes
CC:
From: Mike Beyerstedt, Fire Chief
Date: August 2, 2017
Re: Permission to Accept Donation from Port City Crossfit

Please place the item described below on the August 22, 2017 Council Agenda.

Subject: Permission is requested to accept the donation of 3 wall balls and 1 Schwinn exercise bike from Port City Crossfit.

Your permission is requested to accept the donation of 3 wall balls and 1 Schwinn 130 exercise bike (Serial #: 370001EVB08380499) that will be used for training at Fire Station #7.

Approve

Disapprove

Comptroller's Office _____

Director of Fire _____

CAO _____

or Mayor _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
City Council

Date: 08/17/2017

Subject: Resolution - by the Gulfport City Council to celebrate the accomplishments of Gulfport native Brittney Reese 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 CELEBRATE
THE ACCOMPLISHMENTS OF GULFPORT NATIVE BRITTNEY REESE;
AND FOR RELATED PURPOSES**

WHEREAS, Gulfport native Brittney Reese competed in the IAAF World Outdoor Championships at Olympic Stadium in London, England between August 4, 2017 and August 13, 2017; and

WHEREAS, Brittney Reese secured her eighth World Long Jump Championship in her final attempt with a jump of 21 feet, 0.5 inches, besting a Russian competitor by 2 centimeters; and

WHEREAS, Brittney Reese has also won ten United States championships, as well as Olympic Gold medal in 2012 and a Silver medal in 2016; and

WHEREAS, the City of Gulfport, Mississippi, celebrates the 2017 IAAF World Outdoor Championship win with Ms. Reese and salutes and honors her many accomplishments; and

WHEREAS, the governing authority of the City of Gulfport is of the opinion that the City of Gulfport should publicly honor the accomplishments of its citizens.

**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 governing authority of the City of Gulfport does hereby celebrate with Brittney Reese and congratulate her for winning the 2017 IAAF World Outdoor Championship and extend well-wishes and continued success to Ms. Reese.

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

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

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 08/07/2017

Subject: Budget Amendment #50 - to budget revenue received for the Police Department as a result of a drug forfeiture.

Recommendation:

Gulfport Police Department

Interoffice Memo

Date: July 19, 2017

To: Mayor Billy Hewes and City Council Members

From: Leonard Papania, Chief of Police

Re: Budget Amendment

The following check was received from GPD as part of forfeiture. I ask that you deposit the amount into the listed line items in the Coastal Narcotics Enforcement Team budget.

Check Number 196360 amount of \$227.80

Total.....\$227.80

Revenue line item 285-492600.....\$227.80

Expense line items to be increased:

286-610700 Police Narcotics Task Force Operating Supplies \$227.80

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.

City of Gulfport

Budget Amendment Request

Fund Name	Police Forfeiture	Date	08/14/17
Department #	286	Budget Entry #	2017-50
Department Name	<u>Police Forfeiture-Coastal Narcotics Enforcement Team</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personal Services	-			
Supplies	78,902	14,062	228	93,192
Other Services	-	-	-	-
Capital Outlay	3,356	-	-	3,356
Total	82,258	14,062	228	96,548
Police Reimb Revenue	-	14,062	228	14,290

Amendment to budget revenue received for check received from GPD as part of forfeiture. This amendment is being requested by the Police Chief. 286-610700,285-492600

Amendment # 2017-50



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Sherry Dulaney, Accounts Payable Supervisor
Accounts Payable

Date: 08/14/2017

Subject: Docket of Claims - to be approved through August 23, 2017.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 08/17/2017

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: August 11, 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 22nd day of August, 2017.

Please place the attached item on the Council agenda for August 22, 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: August 11, 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: 0711L-01-032.000. Lots 7-9, Blk. 5, Pine Grove Add. awarded to Twin City Lawn Care for \$327.00 to cut and clean grounds and remove all trash and debris from site located at 1805 61st Avenue. (Lewis)

WARD 2

Parcel 2: 0910M-03-043.000. Lots 17-19, Blk. 15, Myrtle Resurvey awarded to Ladner Lawn & Tractor for \$247.00 to cut and clean grounds and remove all trash and debris from site located at 3002 6th Avenue. (Raymond Et Al)

Parcel 3: 0911B-02-037.003. Lot 4, Oak Leaf Cove Subd. awarded to Ladner Lawn & Tractor for \$187.00 to cut and clean grounds and remove all trash and debris from site located at 232 16th Street. (Cuevas)

Parcel 4: 0911A-01-013.000. This parcel awarded to Twin City Lawn Care for \$3000.00 to remove all trash and debris form site located at 340 Courthouse Road. (Faler LLC)

Parcel 5: 0910P-04-003.000. This parcel awarded to B & B Construction for \$3250.00 to board up and secure all openings at 540 Courthouse Road. (Fu & Xing)

Parcel 6: 1010L-03-047.003. Lots 61 & 69, Sherwood Estates Subd. awarded to Twin City Lawn Care for \$340.00 to cut and clean grounds and remove all trash and debris from site located on Dogwood Lane. (Smith Est.)

WARD 3

Parcel 7: 0810N-01-027.000. N 82 Ft. of Lots 22-24, Blk. 27, Standard Land Co. Subd. #2 awarded to Ladner Lawn & Tractor for \$287.00 to cut and clean grounds and remove all trash and debris from site located at 3132 32nd Street. (Burke)

Parcel 8: 0810N-01-027.001. This parcel awarded to awarded to Ladner Lawn & Tractor for \$287.00 to cut and clean grounds and remove all trash and debris from site located at 2233 32nd Street. (Burke)

Parcel 9: 0810N-01-027.002. S 25 Ft. of N 107 Ft. Lots 22-24, Blk. 27, Standard Land Co. awarded to Ladner Lawn & Tractor for \$332.00 to cut and clean grounds and remove all trash and debris from site located at 3120 23rd Avenue. (Burke)

WARD 4

Parcel 10: 0910I-01-085.013. Lot 13, San Souci Townhouses awarded to Ladner Lawn & Tractor for \$197.00 to cut and clean grounds and remove all trash and debris from site located on Pass Road. (Haydel Properties LP)

Parcel 11: 1010E-02-008.001. This parcel awarded to Twin City Lawn for \$680.00 to cut and clean grounds and remove all trash and debris from site located on Spring Street. (Springbridge Prop. II LLC)

WARD 6

- Parcel 12: 0908K-02-035.005. This parcel awarded to Ladner Lawn & Tractor for \$397.00 to cut and clean grounds and remove all trash and debris from site located at 2503 Fir Street. (Nilges Sr.)
- Parcel 13: 0908D-01-132.000. Lot 137, Windsong Subd. Ph. 3 awarded to B & B Construction for \$390.00 to cut and clean grounds and remove all trash and debris from site located at 12342 Windward Circle. (Millar)

WARD 7

- Parcel 14: 0808B-02-059.000. Lot 37, Briarwood South Subd. awarded to Ladner Lawn & Tractor for \$297.00 to cut and clean grounds and remove all trash and debris from site located on Karen Court. (Austin Est.)

Total \$10,218.00

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 22nd day of August, 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: | 0711L-01-032.000. Lots 7-9, Blk. 5, Pine Grove Add. awarded to Twin City Lawn Care for \$327.00 to cut and clean grounds and remove all trash and debris from site located at 1805 61st Avenue. (Lewis) |
| Parcel 2: | 0910M-03-043.000. Lots 17-19, Blk. 15, Myrtle Resurvey awarded to Ladner Lawn & Tractor for \$247.00 to cut and clean grounds and remove all trash and debris from site located at 3002 6th Avenue. (Raymond Et Al) |
| Parcel 3: | 0911B-02-037.003. Lot 4, Oak Leaf Cove Subd. awarded to Ladner Lawn & Tractor for \$187.00 to cut and clean grounds and remove all trash and debris from site located at 232 16th Street. (Cuevas) |
| Parcel 4: | 0911A-01-013.000. This parcel awarded to Twin City Lawn Care for \$3000.00 to remove all trash and debris form site located at 340 Courthouse Road. (Faler LLC) |
| Parcel 5: | 0910P-04-003.000. This parcel awarded to B & B Construction for \$3250.00 to board up and secure all openings at 540 Courthouse Road. (Fu & Xing) |
| Parcel 6: | 1010L-03-047.003. Lots 61 & 69, Sherwood Estates Subd. awarded to Twin City Lawn Care for \$340.00 to cut and clean grounds and remove all trash and debris from site located on Dogwood Lane. (Smith Est.) |
| Parcel 7: | 0810N-01-027.000. N 82 Ft. of Lots 22-24, Blk. 27, Standard Land Co. Subd. #2 awarded to Ladner Lawn & Tractor for \$287.00 to cut and clean grounds and remove all trash and debris from site located at 3132 32nd Street. (Burke) |
| Parcel 8: | 0810N-01-027.001. This parcel awarded to awarded to Ladner Lawn & Tractor for \$287.00 to cut and clean grounds and remove all trash and debris from site located at 2233 32nd Street. (Burke) |
| Parcel 9: | 0810N-01-027.002. S 25 Ft. of N 107 Ft. Lots 22-24, Blk. 27, Standard Land Co. awarded to Ladner Lawn & Tractor for \$332.00 to cut and clean grounds and remove all trash and debris from site located at 3120 23rd Avenue. (Burke) |
| Parcel 10: | 0910I-01-085.013. Lot 13, San Souci Townhouses awarded to Ladner Lawn & Tractor for \$197.00 to cut and clean grounds and remove all trash and debris from site located on Pass Road. (Haydel Properties LP) |
| Parcel 11: | 1010E-02-008.001. This parcel awarded to Twin City Lawn for \$680.00 to cut and clean grounds and remove all trash and debris from site located on Spring Street. (Springbridge Prop. II LLC) |
| Parcel 12: | 0908K-02-035.005. This parcel awarded to Ladner Lawn & Tractor for \$397.00 to cut and clean grounds and remove all trash and debris from site located at 2503 Fir Street. (Nilges Sr.) |

Parcel 13: 0908D-01-132.000. Lot 137, Windsong Subd. Ph. 3 awarded to B & B Construction for \$390.00 to cut and clean grounds and remove all trash and debris from site located at 12342 Windward Circle. (Millar)
Parcel 14: 0808B-02-059.000. Lot 37, Briarwood South Subd. awarded to Ladner Lawn & Tractor for \$297.00 to cut and clean grounds and remove all trash and debris from site located on Karen Court. (Austin Est.)

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: Leah Holland, Manager
General Finance

Date: 08/14/2017

Subject: Associated Adjusters Check Register - for workers' comp and general liability claims paid during the month of July 2017 - to be made a part of the minutes.

Recommendation:

To: Mayor Billy Hewes
Council President F.B. "Rusty" Walker, IV
Councilwoman Ella Holmes-Hines
Councilwoman Cara L. Pucheu
Councilman Kenneth L. Casey, Sr.
Councilman Ronald "Ron" Roland
Councilman Myles Sharp
Councilman Robert "R. Lee" Flowers

CC: Dr. John Kelly, CAO

From: Linda Elias, Comptroller

Date: August 14, 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 July 2017 to be approved and spread on the minutes of the August 22, 2017, Council meeting.

If you have any questions, please call my office at any time.

Filter = Checking Account Description = 'City of Gulfport-HB Claims Contingency ' and LOB in (General Liability, Homeowners, Professional, Property, Vehicle/Auto) and Transaction Type in (Check, Voided) and Begin Date = '07/01/2017' and End Date = '07/30/2017' and Branch = 'Associated Adjusters International'

<u>Tran. Amount</u>
\$3,500.00
\$3,500.00

Tran. Amount
\$400.00
\$1,215.00
<u>\$1,615.00</u>

Tran. Amount
\$23.50
\$23.50
\$5,138.50

8:11 am

Report Criteria: Filter = Checking Account Description = 'City of Gulfport-HB Claims Contingency ' and LOB = 'Workers' Compensation' and Transaction

Type in (Check, Voided) and Begin Date = '07/01/2017' and End Date = '07/30/2017' and Branch = 'Associated Adjusters International'

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	07/28/2017	EXPENSE	Associated Managed Care	20871	Check	07/28/2017	\$1,076.66
Beautification - 430 Totals							\$1,076.66

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-0033805	07/10/2017	Medical to Provider	University Medical Center	20804	Check	07/10/2017	\$5,653.20
AAI-0031914	07/18/2017	Indemnity	Marty Capers	20823	Check	07/18/2017	\$898.24
AAI-0031914	07/19/2017	Medical to Provider	Quest Diagnostic	20834	Check	07/19/2017	\$290.38
AAI-0035014	07/25/2017	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20839	Check	07/25/2017	\$75.92
AAI-0034680	07/25/2017	Indemnity	Christopher King	20853	Check	07/25/2017	\$1,473.99
AAI-0031914	07/28/2017	EXPENSE	Associated Managed Care	20871	Check	07/28/2017	\$2.01
AAI-0033420	07/28/2017	EXPENSE	Associated Managed Care	20871	Check	07/28/2017	\$46.00
AAI-0035014	07/28/2017	EXPENSE	Associated Managed Care	20871	Check	07/28/2017	\$328.76
Fire - 290 Totals							\$8,768.50

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	07/11/2017	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20805	Check	07/11/2017	\$89.10
AAI-0032437	07/11/2017	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20812	Check	07/11/2017	\$466.72
Gen Admin - 145 Totals							\$555.82

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	07/07/2017	Medical to Provider	Comprehensive Pain and Rehabilitation	20792	Check	07/07/2017	\$71.75
AAI-0026258	07/07/2017	Medical to Provider	Coastal Rehab of South MS	20793	Check	07/07/2017	\$79.60
AAI-0026258	07/07/2017	Medical to Provider	Coastal Rehab of South MS	20794	Check	07/07/2017	\$79.60
AAI-0026258	07/07/2017	Medical to Provider	Coastal Rehab of South MS	20796	Check	07/07/2017	\$103.03
AAI-0026258	07/07/2017	Medical to Provider	Coastal Rehab of South MS	20798	Check	07/07/2017	\$136.95
AAI-0026258	07/11/2017	Medical to Provider	Coastal Rehab of South MS	20807	Check	07/11/2017	\$120.10
AAI-0026258	07/12/2017	Medical to Provider	StoneRiver Pharmacy Solutions	20819	Check	07/12/2017	\$84.86
AAI-0026258	07/12/2017	Medical to Provider	StoneRiver Pharmacy Solutions	20820	Check	07/12/2017	\$282.32
AAI-0026258	07/19/2017	Medical to Provider	Coastal Rehab of South MS	20828	Check	07/19/2017	\$102.60
AAI-0026258	07/19/2017	Medical to Provider	Coastal Rehab of South MS	20830	Check	07/19/2017	\$120.10
AAI-0026258	07/25/2017	Medical to Provider	Coastal Rehab of South MS	20843	Check	07/25/2017	\$102.60
AAI-0026258	07/25/2017	Medical to Provider	Coastal Rehab of South MS	20844	Check	07/25/2017	\$102.60
AAI-0026258	07/25/2017	Medical to Provider	Coastal Rehab of South MS	20846	Check	07/25/2017	\$159.05
AAI-0026258	07/28/2017	EXPENSE	Associated Managed Care	20871	Check	07/28/2017	\$1,487.70

8:11 am

Report Criteria:

Filter = Checking Account Description = 'City of Gulfport-HB Claims Contingency ' and LOB = 'Workers' Compensation' and Transaction Type in (Check, Voided) and Begin Date = '07/01/2017' and End Date = '07/30/2017' and Branch = 'Associated Adjusters International'

Judicial / Courts - 125 Totals

\$3,032.86

Group 1: Tier 2 Name is Leisure Services - 411

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0034962	07/19/2017	Medical to Claimant	Dustin Landry	20826	Check	07/19/2017	\$46.01
AAI-0034962	07/28/2017	EXPENSE	Associated Managed Care	20871	Check	07/28/2017	\$98.10
Leisure Services - 411 Totals							\$144.11

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-0032931	07/07/2017	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20795	Check	07/07/2017	\$89.10
AAI-0034952	07/07/2017	Medical to Provider	Encore Rehabilitation, Inc.	20797	Check	07/07/2017	\$110.32
AAI-0034746	07/07/2017	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20800	Check	07/07/2017	\$237.50
AAI-0034939	07/07/2017	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20801	Check	07/07/2017	\$275.34
AAI-0034939	07/07/2017	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20802	Check	07/07/2017	\$3,537.34
AAI-0034952	07/11/2017	Medical to Provider	Encore Rehabilitation, Inc.	20806	Check	07/11/2017	\$110.32
AAI-0034939	07/11/2017	Medical to Provider	North Bay Therapy	20808	Check	07/11/2017	\$151.20
AAI-0034939	07/11/2017	Medical to Provider	North Bay Therapy	20809	Check	07/11/2017	\$175.50
AAI-0034939	07/11/2017	Medical to Provider	North Bay Therapy	20810	Check	07/11/2017	\$241.92
AAI-0023479	07/11/2017	Medical to Provider	Memorial Hospital	20811	Check	07/11/2017	\$352.83
AAI-0031775	07/11/2017	Indemnity	Dorothy Payne	20813	Check	07/11/2017	\$718.96
AAI-0034938	07/11/2017	Indemnity	Wayne Payne	20814	Check	07/11/2017	\$955.64
AAI-0034939	07/11/2017	Indemnity	Ashley Boler	20815	Check	07/11/2017	\$955.64
AAI-0023479	07/11/2017	Medical to Provider	Memorial Hospital	20811	Voided	07/11/2017	\$(352.83)
AAI-0023479	07/11/2017	Medical to Provider	Memorial Hospital	20816	Check	07/11/2017	\$374.01
AAI-0030253	07/12/2017	Medical to Provider	Advanced RX Pharmacy	20817	Check	07/12/2017	\$48.96
AAI-0035017	07/12/2017	Medical to Provider	Sartin's Discount Drugs	20818	Check	07/12/2017	\$60.00
AAI-0034938	07/12/2017	Medical to Provider	Bienville Surgery Center, LLC	20821	Check	07/12/2017	\$16,613.70
AAI-0034175	07/18/2017	Indemnity	Elfred Acosta	20824	Check	07/18/2017	\$937.26
AAI-0034501	07/18/2017	Indemnity	Shawn Penny	20825	Check	07/18/2017	\$937.26
AAI-0034938	07/19/2017	Medical to Provider	Encore Rehabilitation, Inc.	20827	Check	07/19/2017	\$85.05
AAI-0034938	07/19/2017	Medical to Provider	Encore Rehabilitation, Inc.	20829	Check	07/19/2017	\$103.03
AAI-0034938	07/19/2017	Medical to Provider	Encore Rehabilitation, Inc.	20831	Check	07/19/2017	\$129.27
AAI-0034952	07/19/2017	Medical to Provider	Encore Rehabilitation, Inc.	20832	Check	07/19/2017	\$160.38
AAI-0034952	07/19/2017	Medical to Provider	Encore Rehabilitation, Inc.	20833	Check	07/19/2017	\$176.90
AAI-0034938	07/19/2017	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20835	Check	07/19/2017	\$496.18
AAI-0034938	07/19/2017	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20836	Check	07/19/2017	\$4,263.86
AAI-0034938	07/21/2017	Medical to Claimant	Wayne Payne	20838	Check	07/21/2017	\$207.05

8:11 am

Report Criteria: Filter = Checking Account Description = 'City of Gulfport-HB Claims Contingency' and LOB = 'Workers' Compensation' and Transaction Type in (Check, Voided) and Begin Date = '07/01/2017' and End Date = '07/30/2017' and Branch = 'Associated Adjusters International'

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-0034938	07/25/2017	Medical to Provider	Encore Rehabilitation, Inc.	20840	Check	07/25/2017	\$85.05
AAI-0034938	07/25/2017	Medical to Provider	Encore Rehabilitation, Inc.	20841	Check	07/25/2017	\$85.05
AAI-0034938	07/25/2017	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20842	Check	07/25/2017	\$101.21
AAI-0034938	07/25/2017	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20845	Check	07/25/2017	\$131.26
AAI-0034952	07/25/2017	Medical to Provider	Bienville Orthopaedic Specialists, LLC	20847	Check	07/25/2017	\$182.20
AAI-0030253	07/25/2017	EXPENSE	RN Resources, Inc.	20848	Check	07/25/2017	\$204.12
AAI-0034939	07/25/2017	EXPENSE	RN Resources, Inc.	20849	Check	07/25/2017	\$682.56
AAI-0031775	07/25/2017	Indemnity	Dorothy Payne	20850	Check	07/25/2017	\$718.96
AAI-0034938	07/25/2017	Indemnity	Wayne Payne	20851	Check	07/25/2017	\$955.64
AAI-0034939	07/25/2017	Indemnity	Ashley Boler	20852	Check	07/25/2017	\$955.64
AAI-0035127	07/28/2017	Medical to Provider	CompToday	20855	Check	07/28/2017	\$16.25
AAI-0035127	07/28/2017	Medical to Provider	CompToday	20856	Check	07/28/2017	\$23.18
AAI-0031775	07/28/2017	EXPENSE	Rehabilitation, Inc.	20857	Check	07/28/2017	\$95.00
AAI-0035127	07/28/2017	Medical to Provider	CompToday	20859	Check	07/28/2017	\$106.03
AAI-0034939	07/28/2017	Medical to Provider	North Bay Therapy	20860	Check	07/28/2017	\$200.34
AAI-0034939	07/28/2017	Medical to Provider	North Bay Therapy	20861	Check	07/28/2017	\$200.34
AAI-0034939	07/28/2017	Medical to Provider	North Bay Therapy	20862	Check	07/28/2017	\$204.12
AAI-0034939	07/28/2017	Medical to Provider	North Bay Therapy	20863	Check	07/28/2017	\$204.12
AAI-0034939	07/28/2017	Medical to Provider	North Bay Therapy	20864	Check	07/28/2017	\$204.12
AAI-0034939	07/28/2017	Medical to Provider	North Bay Therapy	20865	Check	07/28/2017	\$204.12
AAI-0034939	07/28/2017	Medical to Provider	North Bay Therapy	20866	Check	07/28/2017	\$204.12
AAI-0031775	07/28/2017	Medical to Provider	SRPS	20868	Check	07/28/2017	\$41.66
AAI-0031775	07/28/2017	Medical to Provider	SRPS	20869	Check	07/28/2017	\$130.10
AAI-0031775	07/28/2017	Medical to Provider	SRPS	20870	Check	07/28/2017	\$190.33
AAI-0023479	07/28/2017	EXPENSE	Associated Managed Care	20871	Check	07/28/2017	\$7.68
AAI-0030253	07/28/2017	EXPENSE	Associated Managed Care	20871	Check	07/28/2017	\$2.48
AAI-0031775	07/28/2017	EXPENSE	Associated Managed Care	20871	Check	07/28/2017	\$8.25
AAI-0034501	07/28/2017	EXPENSE	Associated Managed Care	20871	Check	07/28/2017	\$48.88
AAI-0034694	07/28/2017	EXPENSE	Associated Managed Care	20871	Check	07/28/2017	\$4.55
AAI-0034746	07/28/2017	EXPENSE	Associated Managed Care	20871	Check	07/28/2017	\$472.15
AAI-0034909	07/28/2017	EXPENSE	Associated Managed Care	20871	Check	07/28/2017	\$328.76
AAI-0034938	07/28/2017	EXPENSE	Associated Managed Care	20871	Check	07/28/2017	\$804.65
AAI-0034939	07/28/2017	EXPENSE	Associated Managed Care	20871	Check	07/28/2017	\$2,089.31
AAI-0034952	07/28/2017	EXPENSE	Associated Managed Care	20871	Check	07/28/2017	\$70.65

8:11 am

Report Criteria:

Filter = Checking Account Description = 'City of Gulfport-HB Claims Contingency' and LOB = 'Workers' Compensation' and Transaction Type in (Check, Voided) and Begin Date = '07/01/2017' and End Date = '07/30/2017' and Branch = 'Associated Adjusters International'

Police - 213 Totals

\$42,114.57

Group 1: Tier 2 Name is Public Works Admin - 313

<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-0035018	07/07/2017	Medical to Provider	Memorial Emergency Physicians	20799	Check	07/07/2017	\$151.89
AAI-0035018	07/10/2017	Medical to Provider	Memorial Hospital at Gulfport	20803	Check	07/10/2017	\$735.81
Public Works Admin - 313 Totals							\$887.70

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	07/28/2017	EXPENSE	Rehabilitation, Inc.	20858	Check	07/28/2017	\$95.00
Utility Billing - 811 Totals							\$95.00

Grand Total

\$56,675.22

8:07 am

Report Criteria: Transaction Date Range = 7/1/2017 - 7/31/2017 Filter = Checking Account Description = 'City of Gulfport-HB Claims Contingency' and Transaction Type in (Check, Voided) and Checking Account = 'City of Gulfport-HB Claims Contingency' and Branch = 'Associated Adjusters International'

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>		
Voided	20811	Memorial Hospital	\$352.83
07/11/2017	07/11/2017		
Voided Totals (1)			\$352.83
Deposit/Reimbursement/Voided Totals (1)			\$352.83

<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	20792	Comprehensive Pain and Rehabilitation	\$71.75
07/07/2017			
Check	20793	Coastal Rehab of South MS	\$79.60
07/07/2017			
Check	20794	Coastal Rehab of South MS	\$79.60
07/07/2017			
Check	20795	Bienville Orthopaedic Specialists, LLC	\$89.10
07/07/2017			
Check	20796	Coastal Rehab of South MS	\$103.03
07/07/2017			
Check	20797	Encore Rehabilitation, Inc.	\$110.32
07/07/2017			
Check	20798	Coastal Rehab of South MS	\$136.95
07/07/2017			
Check	20799	Memorial Emergency Physicians	\$151.89
07/07/2017			
Check	20800	Bienville Orthopaedic Specialists, LLC	\$237.50
07/07/2017			
Check	20801	Bienville Orthopaedic Specialists, LLC	\$275.34
07/07/2017			
Check	20802	Bienville Orthopaedic Specialists, LLC	\$3,537.34
07/07/2017			
Check	20803	Memorial Hospital at Gulfport	\$735.81
07/10/2017			
Check	20804	University Medical Center	\$5,653.20
07/10/2017			
Check	20805	Bienville Orthopaedic Specialists, LLC	\$89.10
07/11/2017			
Check	20806	Encore Rehabilitation, Inc.	\$110.32
07/11/2017			
Check	20807	Coastal Rehab of South MS	\$120.10
07/11/2017			
Check	20808	North Bay Therapy	\$151.20
07/11/2017			
Check	20809	North Bay Therapy	\$175.50
07/11/2017			
Check	20810	North Bay Therapy	\$241.92
07/11/2017			
Check	20811	Memorial Hospital	\$352.83
07/11/2017			
Check	20812	Bienville Orthopaedic Specialists, LLC	\$466.72
07/11/2017			
Check	20813	Dorothy Payne	\$718.96
07/11/2017			
Check	20814	Wayne Payne	\$955.64
07/11/2017			
Check	20815	Ashley Boler	\$955.64
07/11/2017			
Check	20816	Memorial Hospital	\$374.01
07/11/2017			

8:07 am

Report Criteria: Transaction Date Range = 7/1/2017 - 7/31/2017 Filter = Checking Account Description = 'City of Gulfport-HB Claims Contingency' and Transaction Type in (Check, Voided) and Checking Account = 'City of Gulfport-HB Claims Contingency' and Branch = 'Associated Adjusters International'

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	20817	Advanced RX Pharmacy	\$48.96
07/12/2017			
Check	20818	Sartin's Discount Drugs	\$60.00
07/12/2017			
Check	20819	StoneRiver Pharmacy Solutions	\$84.86
07/12/2017			
Check	20820	StoneRiver Pharmacy Solutions	\$282.32
07/12/2017			
Check	20821	Bienville Surgery Center, LLC	\$16,613.70
07/12/2017			
Check	20822	United States District Court Clerk	\$400.00
07/13/2017			
Check	20823	Marty Capers	\$898.24
07/18/2017			
Check	20824	Elfren Acosta	\$937.26
07/18/2017			
Check	20825	Shawn Penny	\$937.26
07/18/2017			
Check	20826	Dustin Landry	\$46.01
07/19/2017			
Check	20827	Encore Rehabilitation, Inc.	\$85.05
07/19/2017			
Check	20828	Coastal Rehab of South MS	\$102.60
07/19/2017			
Check	20829	Encore Rehabilitation, Inc.	\$103.03
07/19/2017			
Check	20830	Coastal Rehab of South MS	\$120.10
07/19/2017			
Check	20831	Encore Rehabilitation, Inc.	\$129.27
07/19/2017			
Check	20832	Encore Rehabilitation, Inc.	\$160.38
07/19/2017			
Check	20833	Encore Rehabilitation, Inc.	\$176.90
07/19/2017			
Check	20834	Quest Diagnostic	\$290.38
07/19/2017			
Check	20835	Bienville Orthopaedic Specialists, LLC	\$496.18
07/19/2017			
Check	20836	Bienville Orthopaedic Specialists, LLC	\$4,263.86
07/19/2017			
Check	20837	Collins and Nul Appraisals, Inc.	\$3,500.00
07/19/2017			
Check	20838	Wayne Payne	\$207.05
07/21/2017			
Check	20839	Bienville Orthopaedic Specialists, LLC	\$75.92
07/25/2017			
Check	20840	Encore Rehabilitation, Inc.	\$85.05
07/25/2017			
Check	20841	Encore Rehabilitation, Inc.	\$85.05
07/25/2017			
Check	20842	Bienville Orthopaedic Specialists, LLC	\$101.21
07/25/2017			
Check	20843	Coastal Rehab of South MS	\$102.60
07/25/2017			
Check	20844	Coastal Rehab of South MS	\$102.60
07/25/2017			

8:07 am

Report Criteria: Transaction Date Range = 7/1/2017 - 7/31/2017 Filter = Checking Account Description = 'City of Gulfport-HB Claims Contingency ' and Transaction Type in (Check, Voided) and Checking Account = 'City of Gulfport-HB Claims Contingency ' and Branch = 'Associated Adjusters International'

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	20845	Bienville Orthopaedic Specialists, LLC	\$131.26
07/25/2017			
Check	20846	Coastal Rehab of South MS	\$159.05
07/25/2017			
Check	20847	Bienville Orthopaedic Specialists, LLC	\$182.20
07/25/2017			
Check	20848	RN Resources, Inc.	\$204.12
07/25/2017			
Check	20849	RN Resources, Inc.	\$682.56
07/25/2017			
Check	20850	Dorothy Payne	\$718.96
07/25/2017			
Check	20851	Wayne Payne	\$955.64
07/25/2017			
Check	20852	Ashley Boler	\$955.64
07/25/2017			
Check	20853	Christopher King	\$1,473.99
07/25/2017			
Check	20854	Clerk, U.S. District Court	\$23.50
07/26/2017			
Check	20855	CompToday	\$16.25
07/28/2017			
Check	20856	CompToday	\$23.18
07/28/2017			
Check	20857	Rehabilitation, Inc.	\$95.00
07/28/2017			
Check	20858	Rehabilitation, Inc.	\$95.00
07/28/2017			
Check	20859	CompToday	\$106.03
07/28/2017			
Check	20860	North Bay Therapy	\$200.34
07/28/2017			
Check	20861	North Bay Therapy	\$200.34
07/28/2017			
Check	20862	North Bay Therapy	\$204.12
07/28/2017			
Check	20863	North Bay Therapy	\$204.12
07/28/2017			
Check	20864	North Bay Therapy	\$204.12
07/28/2017			
Check	20865	North Bay Therapy	\$204.12
07/28/2017			
Check	20866	North Bay Therapy	\$204.12
07/28/2017			
Check	20867	Copeland, Cook, Taylor & Bush, P.A.	\$1,215.00
07/28/2017			
Check	20868	SRPS	\$41.66
07/28/2017			
Check	20869	SRPS	\$130.10
07/28/2017			
Check	20870	SRPS	\$190.33
07/28/2017			
Check	20871	Associated Managed Care	\$6,876.59
07/28/2017			
Check Totals (80)			\$62,166.55
Charge/Check Totals (80)			\$62,166.55

8:07 am

Report Criteria: Transaction Date Range = 7/1/2017 - 7/31/2017 Filter = Checking Account Description = 'City of Gulfport-HB Claims Contingency ' and Transaction Type in (Check, Voided) and Checking Account = 'City of Gulfport-HB Claims Contingency ' and Branch = 'Associated Adjusters International'

Checks less Voids/Reimbursements	<u>\$61,813.72</u>
City of Gulfport-HB Claims Contingency Totals	\$(61,813.72)

Report Criteria: Transaction Date Range = 7/1/2017 - 7/31/2017 Filter = Checking Account Description = 'City of Gulfport-HB Claims Contingency ' and Transaction Type in (Check, Voided) and Checking Account = 'City of Gulfport-HB Claims Contingency ' and Branch = 'Associated Adjusters International'

Grand Totals

=====
\$(61,813.72)



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Leah Holland, Manager
General Finance

Date: 08/14/2017

Subject: Year-to-date Budget Report for the month ending July 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 Ronald 'Ron' Roland
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 July 31, 2017

Date: August 14, 2017

Please find attached a year to date budget report for the month ending July 31, 2017. This report represents the ninth (10th) 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 THE MONTH ENDING JULY 31, 2017

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FOR 2017 10

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
60 PERSONAL SERVICES	1,101,940	1,144,746	800,627.20	78,098.29	.00	344,118.50	69.9%
61 SUPPLIES	15,500	15,500	127.81	.00	556.75	14,815.44	4.4%
62 OTHER SERVICES	550,625	550,625	375,535.33	20,069.09	20,453.66	154,636.01	71.9%
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	1,191,172.01	98,167.38	22,210.41	528,772.28	69.6%
135 LEGAL							
60 PERSONAL SERVICES	901,924	901,924	744,894.09	66,907.34	.00	157,030.10	82.6%
61 SUPPLIES	3,101	2,244	1,595.67	.00	99.43	548.90	75.5%
62 OTHER SERVICES	268,164	268,164	172,917.73	21,607.99	246.50	94,999.77	64.6%
63 CAPITAL OUTLAY	4,750	5,607	3,325.71	.00	801.17	1,480.12	73.6%
TOTAL LEGAL	1,177,939	1,177,939	922,733.20	88,515.33	1,147.10	254,058.89	78.4%
145 GENERAL ADMINISTRATION							
60 PERSONAL SERVICES	2,311,443	2,311,443	1,881,827.67	173,465.10	.00	429,615.41	81.4%
61 SUPPLIES	63,992	86,414	43,136.24	2,924.43	4,136.89	39,140.88	54.7%
62 OTHER SERVICES	1,526,541	1,543,041	1,144,983.35	86,788.52	9,894.84	388,162.48	74.8%
63 CAPITAL OUTLAY	377,304	377,399	246,866.82	32,314.72	10,227.34	120,304.54	68.1%
TOTAL GENERAL ADMINISTRATION	4,279,280	4,318,296	3,316,814.08	295,492.77	24,259.07	977,223.31	77.4%
175 PUBLIC TRANSPORTATION							
62 OTHER SERVICES	398,000	398,000	356,992.00	81,498.00	.00	41,008.00	89.7%
TOTAL PUBLIC TRANSPORTATION	398,000	398,000	356,992.00	81,498.00	.00	41,008.00	89.7%
212 POLICE							
60 PERSONAL SERVICES	14,231,515	14,347,470	11,506,735.52	1,104,626.02	.00	2,840,734.68	80.2%
61 SUPPLIES	1,271,510	1,310,352	1,066,377.96	78,425.69	133,925.42	110,048.18	91.6%
62 OTHER SERVICES	1,910,227	2,067,969	1,531,187.64	160,663.05	15,276.00	521,505.79	74.8%

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CITY OF GULFPORT
YTD BUDGET REPORT
FOR THE MONTH ENDING JULY 31, 2017

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FOR 2017 10

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
63 CAPITAL OUTLAY	26,866	327,278	294,054.66	-1,452.29	25,000.00	8,223.38	97.5%
TOTAL POLICE	17,440,118	18,053,069	14,398,355.78	1,342,262.47	174,201.42	3,480,512.03	80.7%
290 FIRE							
60 PERSONAL SERVICES	11,025,075	11,026,068	8,935,874.73	839,614.67	181.28	2,090,011.55	81.0%
61 SUPPLIES	383,880	393,880	295,082.62	14,663.28	39,650.33	59,147.05	85.0%
62 OTHER SERVICES	565,824	600,795	384,821.78	21,930.20	29,760.20	186,212.59	69.0%
63 CAPITAL OUTLAY	161,134	189,566	81,415.22	8,843.39	.00	108,150.44	42.9%
TOTAL FIRE	12,135,913	12,210,308	9,697,194.35	885,051.54	69,591.81	2,443,521.63	80.0%
309 PUBLIC WORKS							
60 PERSONAL SERVICES	1,528,445	1,528,445	1,208,988.44	113,022.05	.00	319,456.51	79.1%
61 SUPPLIES	1,223,487	1,208,122	1,009,958.41	85,781.34	122,151.43	76,012.16	93.7%
62 OTHER SERVICES	3,249,022	3,252,526	2,521,097.11	421,652.39	655,856.33	75,572.76	97.7%
63 CAPITAL OUTLAY	687,187	729,037	131,270.96	73,771.46	.00	597,766.04	18.0%
64 CAPITAL PROJECTS	0	12,568	12,568.00	.00	.00	.00	100.0%
TOTAL PUBLIC WORKS	6,688,141	6,730,698	4,883,882.92	694,227.24	778,007.76	1,068,807.47	84.1%
325 ENGINEERING							
60 PERSONAL SERVICES	506,380	506,380	444,295.26	44,220.71	.00	62,085.22	87.7%
61 SUPPLIES	16,100	16,100	4,390.96	.00	.00	11,709.04	27.3%
62 OTHER SERVICES	1,793,904	1,982,238	1,457,143.07	38,758.82	50,093.60	475,001.33	76.0%
TOTAL ENGINEERING	2,316,384	2,504,718	1,905,829.29	82,979.53	50,093.60	548,795.59	78.1%
407 LEISURE SERVICES							
60 PERSONAL SERVICES	3,418,016	3,418,016	2,650,624.84	343,146.30	.00	767,390.81	77.5%
61 SUPPLIES	789,722	770,686	533,754.94	40,467.32	128,713.26	108,218.12	86.0%
62 OTHER SERVICES	2,006,983	2,006,983	1,426,436.40	52,468.12	205,753.76	374,792.84	81.3%

	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	79,061.55	21,760.16	14,577.48	20,491.97	82.0%
TOTAL LEISURE SERVICES	6,330,802	6,311,766	4,689,877.73	457,841.90	349,044.50	1,272,843.74	79.8%
611 URBAN DEVELOP\BLDG\PLANNING							
60 PERSONAL SERVICES	1,547,872	1,547,872	1,204,701.56	110,055.64	.00	343,170.12	77.8%
61 SUPPLIES	34,680	34,680	21,169.25	1,001.37	626.28	12,884.47	62.8%
62 OTHER SERVICES	208,155	208,155	117,914.90	20,904.04	33,243.24	56,996.86	72.6%
63 CAPITAL OUTLAY	15,500	15,500	11,056.54	9,412.56	1,603.83	2,839.63	81.7%
TOTAL URBAN DEVELOP\BLDG\PLANNING	1,806,207	1,806,207	1,354,842.25	141,373.61	35,473.35	415,891.08	77.0%
621 ECONOMIC DEVELOPMENT							
60 PERSONAL SERVICES	257,716	257,716	217,197.87	19,822.64	.00	40,518.43	84.3%
61 SUPPLIES	4,800	4,800	2,216.41	25.43	.00	2,583.59	46.2%
62 OTHER SERVICES	86,613	86,613	19,269.72	3,752.56	15,278.00	52,065.28	39.9%
63 CAPITAL OUTLAY	206,000	206,000	15,716.50	2,466.50	19,111.40	171,172.10	16.9%
TOTAL ECONOMIC DEVELOPMENT	555,129	555,129	254,400.50	26,067.13	34,389.40	266,339.40	52.0%
901 OPERATION TRANSFERS							
66 OPERATING TRANSFERS	677,565	677,565	677,565.00	677,565.00	.00	.00	100.0%
TOTAL OPERATION TRANSFERS	677,565	677,565	677,565.00	677,565.00	.00	.00	100.0%
TOTAL GENERAL FUND	543,662	1,255,130	-2,751,014.40	-525,925.47	1,542,885.16	2,463,259.58	-96.3%
TOTAL REVENUES	-57,293,854	-57,591,792	-47,587,932.54	-5,547,892.30	1,705.75	-10,005,565.45	
TOTAL EXPENSES	57,837,516	58,846,923	44,836,918.14	5,021,966.83	1,541,179.41	12,468,825.03	
030 DISASTER RELIEF							
000 REVENUES							

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CITY OF GULFPORT
YTD BUDGET REPORT
FOR THE MONTH ENDING JULY 31, 2017

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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	.00	.00	35,329.15	100.0%
	TOTAL REVENUES	-1,382,084	-1,382,084	-35,329.15	.00	.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	.00	37,872.80	-892,703.18	-3.1%
	TOTAL REVENUES	-1,382,084	-1,382,084	-35,329.15	.00	.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	-1,193,385.96	-56,710.73	.00	-9,073,693.80	11.6%
46	GRANTS STATE	-47,780,354	-47,818,970	-8,939,045.83	-7,875,662.79	.00	-38,879,923.76	18.7%
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	.00	.00	-1,000,000.00	36.1%
	TOTAL REVENUES	-54,922,186	-59,651,049	-10,775,659.35	-7,932,373.52	.00	-48,875,390.00	18.1%
345	CAPITAL PROJECTS - CAP							
62	OTHER SERVICES	367,958	959,776	158,432.53	8,097.50	494,063.82	307,279.57	68.0%
63	CAPITAL OUTLAY	1,665,445	1,690,056	149,522.12	13,592.92	1,540,533.28	.55	100.0%
64	CAPITAL PROJECTS	81,801,832	87,147,479	21,782,013.96	8,960,475.95	15,507,456.21	49,858,008.80	42.8%
65	DEBT SERVICE	134,870	242,302	214,413.00	24,356.81	27,888.57	.03	100.0%
	TOTAL CAPITAL PROJECTS - CAP	83,970,105	90,039,612	22,304,381.61	9,006,523.18	17,569,941.88	50,165,288.95	44.3%
	TOTAL CAPITAL PROJECTS	29,047,919	30,388,563	11,528,722.26	1,074,149.66	17,569,941.88	1,289,898.95	95.8%
	TOTAL REVENUES	-54,922,186	-59,651,049	-10,775,659.35	-7,932,373.52	.00	-48,875,390.00	
	TOTAL EXPENSES	83,970,105	90,039,612	22,304,381.61	9,006,523.18	17,569,941.88	50,165,288.95	

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CITY OF GULFPORT
YTD BUDGET REPORT
FOR THE MONTH ENDING JULY 31, 2017

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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	87,242.15	7,915.22	.00	-2,831.20	103.4%
61	SUPPLIES	3,498	3,498	333.83	.00	.00	3,164.00	9.5%
62	OTHER SERVICES	20,153	20,153	1,878.15	46.75	172.18	18,102.61	10.2%
64	CAPITAL PROJECTS	817,859	817,859	388,116.30	.00	170,455.20	259,287.66	68.3%
	TOTAL COMMUNITY DEVELOPMENT	925,921	925,921	477,570.43	7,961.97	170,627.38	277,723.07	70.0%
513	HOME CONSORTIUM							
60	PERSONAL SERVICES	164,340	192,783	96,822.15	9,211.57	.00	95,960.91	50.2%
61	SUPPLIES	8,514	9,114	880.75	758.26	.00	8,233.11	9.7%
62	OTHER SERVICES	52,295	53,945	840.84	.00	1,199.26	51,904.61	3.8%
85	HOME CONSORTIUM	769,232	1,045,470	224,117.60	.00	.00	821,352.73	21.4%
	TOTAL HOME CONSORTIUM	994,381	1,301,312	322,661.34	9,969.83	1,199.26	977,451.36	24.9%
514	CDBG SUPPLEMENTAL FUNDS-KATRNA							
62	OTHER SERVICES	2,025,132	556,694	24,308.54	18,565.04	269,634.96	262,750.00	52.8%
64	CAPITAL PROJECTS	1,239,397	5,862,558	587,039.29	206,497.75	819,342.53	4,456,176.20	24.0%
	TOTAL CDBG SUPPLEMENTAL FUNDS-KAT	3,264,529	6,419,252	611,347.83	225,062.79	1,088,977.49	4,718,926.20	26.5%
	TOTAL COMMUNITY DEVELOPMENT	-3,090,826	370,828	201,836.22	242,994.59	1,260,804.13	-1,091,812.38	394.4%
	TOTAL REVENUES	-8,275,656	-8,275,656	-1,209,743.38	.00	.00	-7,065,913.01	
	TOTAL EXPENSES	5,184,830	8,646,484	1,411,579.60	242,994.59	1,260,804.13	5,974,100.63	

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CITY OF GULFPORT
YTD BUDGET REPORT
FOR THE MONTH ENDING JULY 31, 2017

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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	-850,357.39	-20,736.97	.00	-105,347.61	89.0%
49	INTERGOVERNMENTAL	-34,000	-34,000	-17,927.31	.00	.00	-16,072.69	52.7%
	TOTAL REVENUES	-989,705	-989,705	-868,284.70	-20,736.97	.00	-121,420.30	87.7%
211	POLICE AND FIRE RETIREMENT							
62	OTHER SERVICES	989,705	989,705	868,284.70	20,736.97	.00	121,420.30	87.7%
	TOTAL POLICE AND FIRE RETIREMENT	989,705	989,705	868,284.70	20,736.97	.00	121,420.30	87.7%
	TOTAL POLICE AND FIRE RETIREMENT	0	0	.00	.00	.00	.00	.0%
	TOTAL REVENUES	-989,705	-989,705	-868,284.70	-20,736.97	.00	-121,420.30	
	TOTAL EXPENSES	989,705	989,705	868,284.70	20,736.97	.00	121,420.30	
275	POLICE FORFEITURE & SEIZURE							
000	REVENUES							
49	INTERGOVERNMENTAL	0	-871,587	-869,690.67	-179,978.61	.00	-1,896.00	99.8%
51	INTEREST EARNED	0	0	-7,107.32	-416.49	.00	7,107.32	100.0%
58	OTHER FINANCING SRCE	0	0	-17,932.50	.00	.00	17,932.50	100.0%
	TOTAL REVENUES	0	-871,587	-894,730.49	-180,395.10	.00	23,143.82	102.7%
276	FORFEITURES AND SEIZURES FED							
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	1,209,697	870,780.30	237,507.24	193,500.00	145,416.51	88.0%
	TOTAL FORFEITURES AND SEIZURES FE	507,056	1,220,229	871,312.30	237,507.24	193,500.00	155,416.51	87.3%

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	-4,163,952.15	-101,502.00	.00	-342,598.85	92.4%
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	-677,565.00	-677,565.00	.00	-60,145.00	91.8%
	TOTAL REVENUES	-5,419,920	-5,419,920	-4,931,867.62	-779,067.00	.00	-488,052.38	91.0%
701 DEBT SERVICE								
65	DEBT SERVICE	5,028,402	5,028,402	4,811,876.67	760.55	97,696.01	118,829.32	97.6%
	TOTAL DEBT SERVICE	5,028,402	5,028,402	4,811,876.67	760.55	97,696.01	118,829.32	97.6%
	TOTAL MUNICIPAL DEBT SERVICE	-391,518	-391,518	-119,990.95	-778,306.45	97,696.01	-369,223.06	5.7%
	TOTAL REVENUES	-5,419,920	-5,419,920	-4,931,867.62	-779,067.00	.00	-488,052.38	
	TOTAL EXPENSES	5,028,402	5,028,402	4,811,876.67	760.55	97,696.01	118,829.32	
400 WATER/SEWER UTILITY FUND								
000 REVENUES								
48	FINES AND FORFEITS	0	0	-3,485.59	-148.43	.00	3,485.59	100.0%
50	CHARGES FOR SERVICE	-32,900,469	-32,900,469	-26,654,707.63	-2,977,343.13	.00	-6,245,761.37	81.0%
51	INTEREST EARNED	0	0	-23,115.88	.00	.00	23,115.88	100.0%
56	MISC REVENUE	-1,768,000	-1,768,000	-1,477,316.05	-141,466.46	.00	-290,683.95	83.6%
	TOTAL REVENUES	-34,668,469	-34,668,469	-28,158,625.15	-3,118,958.02	.00	-6,509,843.85	81.2%
811 UTILITY BILLING								
60	PERSONAL SERVICES	1,010,772	1,010,772	763,058.92	73,320.51	.00	247,713.08	75.5%
61	SUPPLIES	49,500	49,500	32,297.69	1,402.76	204.54	16,997.77	65.7%
62	OTHER SERVICES	2,035,977	2,035,977	1,576,758.95	1,233,527.93	15,555.14	443,662.91	78.2%
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	2,758,692.95	1,308,251.20	15,759.68	351,796.37	88.7%

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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	1,721,109	1,396,217.44	153,296.41	160,655.21	164,236.35	90.5%
62 OTHER SERVICES	2,857,059	2,857,059	2,548,341.35	61,394.63	155,231.39	153,486.26	94.6%
63 CAPITAL OUTLAY	250,000	271,750	141,696.47	11,500.63	36,567.37	93,486.16	65.6%
67 DEPRECIATION EXPENSE	0	0	1,841,333.83	.00	.00	-1,841,333.83	100.0%
TOTAL WATER OPERATIONS	4,860,918	4,849,918	5,927,589.09	226,191.67	352,453.97	-1,430,125.06	129.5%
825 SEWER OPERATIONS							
60 PERSONAL SERVICES	113,814	113,814	90,772.39	8,593.46	.00	23,041.11	79.8%
61 SUPPLIES	851,846	827,179	683,482.23	69,314.05	88,917.32	54,779.90	93.4%
62 OTHER SERVICES	2,517,169	2,517,169	2,224,441.88	153,936.66	282,850.31	9,876.81	99.6%
63 CAPITAL OUTLAY	0	9,072	1,693.00	.00	1,745.57	5,632.93	37.9%
67 DEPRECIATION EXPENSE	0	0	3,116,914.39	.00	.00	-3,116,914.39	100.0%
TOTAL SEWER OPERATIONS	3,482,829	3,467,233	6,117,303.89	231,844.17	373,513.20	-3,023,583.64	187.2%
835 DEBT SERVICE WATER AND SEWER							
65 DEBT SERVICE	8,905,860	8,905,860	8,495,253.33	173,348.77	.00	410,606.67	95.4%
TOTAL DEBT SERVICE WATER AND SEWE	8,905,860	8,905,860	8,495,253.33	173,348.77	.00	410,606.67	95.4%
845 HCWWSWMD							
62 OTHER SERVICES	11,265,000	11,265,000	9,431,280.34	953,900.98	1,833,719.66	.00	100.0%
TOTAL HCWWSWMD	11,265,000	11,265,000	9,431,280.34	953,900.98	1,833,719.66	.00	100.0%
849 WATER AND SEWER PROJECTS							
62 OTHER SERVICES	1,178,621	1,198,497	588,608.82	33,107.51	497,305.69	112,582.00	90.6%

		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
63	CAPITAL OUTLAY	0	659,909	131,336.68	131,336.68	471,091.44	57,481.01	91.3%
64	CAPITAL PROJECTS	10,927,901	10,248,116	5,049,836.19	147,495.78	4,895,387.92	302,891.90	97.0%
65	DEBT SERVICE	50,897	50,897	29,155.10	.00	20,825.05	916.84	98.2%
TOTAL WATER AND SEWER PROJECTS		12,157,419	12,157,419	5,798,936.79	311,939.97	5,884,610.10	473,871.75	96.1%
TOTAL WATER/SEWER UTILITY FUND		9,129,805	9,103,210	10,370,431.24	86,518.74	8,460,056.61	-9,727,277.76	206.9%
TOTAL REVENUES		-34,668,469	-34,668,469	-28,158,625.15	-3,118,958.02	.00	-6,509,843.85	
TOTAL EXPENSES		43,798,274	43,771,679	38,529,056.39	3,205,476.76	8,460,056.61	-3,217,433.91	
420 JOSEPH T JONES								
000 REVENUES								
50	CHARGES FOR SERVICE	-993,175	-993,175	-617,563.06	-89,741.39	.00	-375,611.94	62.2%
51	INTEREST EARNED	0	0	-91.73	.00	.00	91.73	100.0%
56	MISC REVENUE	0	0	-373,211.03	-169.99	.00	373,211.03	100.0%
TOTAL REVENUES		-993,175	-993,175	-990,865.82	-89,911.38	.00	-2,309.18	99.8%
445 JOSEPH T JONES								
60	PERSONAL SERVICES	315,085	315,085	236,724.62	22,178.82	.00	78,360.31	75.1%
61	SUPPLIES	459,321	417,321	206,122.40	32,936.54	49,673.18	161,525.42	61.3%
62	OTHER SERVICES	580,833	953,804	543,363.03	136,112.01	291,167.34	119,273.33	87.5%
63	CAPITAL OUTLAY	2,700	2,700	1,143.53	.00	.00	1,556.47	42.4%
67	DEPRECIATION EXPENSE	0	0	568,753.68	.00	.00	-568,753.68	100.0%
TOTAL JOSEPH T JONES		1,357,939	1,688,910	1,556,107.26	191,227.37	340,840.52	-208,038.15	112.3%
TOTAL JOSEPH T JONES		364,764	695,735	565,241.44	101,315.99	340,840.52	-210,347.33	130.2%
TOTAL REVENUES		-993,175	-993,175	-990,865.82	-89,911.38	.00	-2,309.18	
TOTAL EXPENSES		1,357,939	1,688,910	1,556,107.26	191,227.37	340,840.52	-208,038.15	
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	-4,852,758.22	-479,188.76	.00	-1,142,241.78	80.9%
51	INTEREST EARNED	0	0	-2,652.12	.00	.00	2,652.12	100.0%
56	MISC REVENUE	-500,000	-500,000	-448,807.13	-8,346.58	.00	-51,192.87	89.8%
	TOTAL REVENUES	-6,495,000	-6,495,000	-5,304,217.47	-487,535.34	.00	-1,190,782.53	81.7%
911	GROUP HEALTH AND LIFE							
62	OTHER SERVICES	7,028,992	7,028,992	5,436,893.08	514,293.36	.00	1,592,098.92	77.3%
	TOTAL GROUP HEALTH AND LIFE	7,028,992	7,028,992	5,436,893.08	514,293.36	.00	1,592,098.92	77.3%
	TOTAL GROUP HEALTH AND LIFE	533,992	533,992	132,675.61	26,758.02	.00	401,316.39	24.8%
	TOTAL REVENUES	-6,495,000	-6,495,000	-5,304,217.47	-487,535.34	.00	-1,190,782.53	
	TOTAL EXPENSES	7,028,992	7,028,992	5,436,893.08	514,293.36	.00	1,592,098.92	
510	CLAIMS CONTINGENCY							
000	REVENUES							
50	CHARGES FOR SERVICE	-3,050,000	-3,050,000	-1,763,652.68	.00	.00	-1,286,347.32	57.8%
51	INTEREST EARNED	-1,000	-1,000	-20,790.04	-1,993.29	.00	19,790.04	2079.0%
56	MISC REVENUE	0	0	-340,317.52	.00	.00	340,317.52	100.0%
	TOTAL REVENUES	-3,051,000	-3,051,000	-2,124,760.24	-1,993.29	.00	-926,239.76	69.6%
915	CLAIMS CONTINGENCY							
62	OTHER SERVICES	2,841,000	2,841,000	2,520,302.99	132,056.56	16,004.08	304,692.93	89.3%
	TOTAL CLAIMS CONTINGENCY	2,841,000	2,841,000	2,520,302.99	132,056.56	16,004.08	304,692.93	89.3%
	TOTAL CLAIMS CONTINGENCY	-210,000	-210,000	395,542.75	130,063.27	16,004.08	-621,546.83	-196.0%
	TOTAL REVENUES	-3,051,000	-3,051,000	-2,124,760.24	-1,993.29	.00	-926,239.76	
	TOTAL EXPENSES	2,841,000	2,841,000	2,520,302.99	132,056.56	16,004.08	304,692.93	
630	POLICE ASSET FORFEITURE FUND							
000	REVENUES							

630	POLICE ASSET FORFEITURE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
51	INTEREST EARNED	0	0	-1,700.86	-120.98	.00	1,700.86	100.0%
	TOTAL REVENUES	0	0	-1,700.86	-120.98	.00	1,700.86	100.0%
	TOTAL POLICE ASSET FORFEITURE FUN	0	0	-1,700.86	-120.98	.00	1,700.86	100.0%
	TOTAL REVENUES	0	0	-1,700.86	-120.98	.00	1,700.86	
	GRAND TOTAL	36,159,084	41,878,291	20,784,868.06	476,431.33	29,523,601.19	-8,430,178.05	120.1%
	** END OF REPORT		**					

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	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	-28,092.39	-28,092.39	.00	-364,274.38	7.2%
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	282,653.40	34,820.58	1,990,300.27	-1,701,896.55	398.0%
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	1,228,924.76	493,126.91	64.6%
02407 WEST SIDE PARK	0	9,161	8,230.00	8,230.00	.00	931.00	89.8%
02444 JONES PARK LIGHTING AND INFRA	381,267	381,267	51,829.50	.00	64,741.02	264,696.48	30.6%
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	39,034.00	.00	110,796.75	169.25	99.9%
02507 WAYFINDING PROJECT	91,092	91,092	52,607.16	.00	3,595.00	34,889.87	61.7%
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	45,182.45	.00	100.0%
02770 JONES PARK IMP-LEO SEAL DONAT	110,049	110,049	.00	.00	110,049.00	.00	100.0%
02775 WARD 1 PARKS IMPROVEMENT	20,000	20,000	2,400.00	.00	.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	2,920.00	.00	18,088.74	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	.00	5,405,627.10	-4,325,247.19	496.7%
02804 LONDON RD WIDENING	283,286	283,286	17,580.03	.00	8,366.82	257,339.15	9.2%
02810 PASS RD TRAFFIC SIGNAL SOFTWA	-6,584	-24,612	-235,129.11	.00	3,300.00	207,217.33	941.9%
02814 TIDELANDS 14 YACHT BASIN	0	0	278,572.12	.00	1,867.78	-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	120,373.50	3,875.00	17,780.00	-856,957.39	-19.2%
02819 AQUARIUM	11,653,534	11,653,534	8,190,366.73	846,276.49	.00	3,463,167.29	70.3%
02820 TIDELANDS 16-IMPROV JONES YAC	0	0	.00	.00	.00	.00	.0%
02821 E TAYLOR RD TRAFFIC STUDY	15,000	15,000	8,135.00	.00	6,865.00	.00	100.0%
02822 20TH AVE MATCH	0	130,000	.00	.00	.00	130,000.00	.0%

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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	.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	192,314.50	1,036.25	.00	6,658.11	96.7%
02909 EPA STORMWATER PHASE 2 PROJEC	25,000	25,000	388.95	.00	24,611.05	.00	100.0%
02910 GLENDALE ST PANEL REPLACEMENT	1,438	1,438	.00	.00	.00	1,438.09	.0%
02911 ONEAL RD WIDENING PHASE 2	98,313	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	156,022.03	18,961.23	9,283.20	9,757.02	94.4%
02916 GULFPORT HIGH DRAINAGE PROJEC	64,424	64,424	25,667.14	803.74	3,250.00	35,507.31	44.9%
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	223,075	178,673.25	2,195.00	43,207.17	1,194.35	99.5%
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	120,601.77	120,601.77	2,227,143.22	152,255.01	93.9%
02935 BAYOU VIEW ADA IMPROVEMENTS	163,757	163,757	148,696.11	3,346.61	6,654.54	8,405.86	94.9%
02940 SOFTBALL FIELD EXPANSION SPOR	5,527,721	6,075,059	1,398,154.12	41,441.21	4,676,903.93	.78	100.0%
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	117,421.81	.00	20,642.70	476,505.07	22.5%
05850 COFFEE CREEK DRAINAGE/RECREAT	40,608	40,608	22,863.75	7,061.25	6,395.43	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	391,134.66	.00	3,949.07	27,955.59	93.4%
TOTAL CAPITAL PROJECTS	26,419,652	27,955,296	11,245,365.68	1,060,556.74	16,054,019.65	655,910.86	97.7%
TOTAL REVENUES	-54,922,186	-59,586,049	-10,669,813.81	-7,932,373.52	.00	-48,916,235.54	
TOTAL EXPENSES	81,341,838	87,541,346	21,915,179.49	8,992,930.26	16,054,019.65	49,572,146.40	

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	194,750.05	.00	.00	27,971.53	87.4%
05695 19TH ST INFRASTRUCTURE ENG 20	232,855	2,000	.00	.00	.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	359,836	10,358.54	10,165.04	269,634.96	79,842.67	77.8%
05849 BRICKYARD BAYOU DRAINAGE	1,968,580	4,500,000	176,441.40	35,600.00	.00	4,323,558.60	3.9%
05850 COFFEE CREEK DRAINAGE/RECREAT	1,059,415	1,559,415	424,547.89	179,297.75	819,342.53	315,524.93	79.8%
TOTAL COMMUNITY DEVELOPMENT	3,936,451	6,735,319	897,443.96	225,062.79	1,088,977.49	4,748,897.73	29.5%
TOTAL EXPENSES	3,936,451	6,735,319	897,443.96	225,062.79	1,088,977.49	4,748,897.73	

08/14/2017 13:24

CITY OF GULFPORT
YTD PROJECT BUDGET REPORT
FOR THE MONTH ENDING JULY 31, 2017

P
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FOR 2017 10

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	131,336.68	131,336.68	471,091.44	57,481.01	91.3%
02940	SOFTBALL FIELD EXPANSION SPOR	0	198,715	.00	.00	198,715.00	.00	100.0%
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	4,105.00	40,345.00	19.3%
82562	SEAWAY ISLAND WATER MAIN CONN	482,265	352,534	290,293.44	.00	48,666.56	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	2,712,308	41,013.06	.00	2,671,294.88	.00	100.0%
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	1,582,946.16	87,924.72	191,705.05	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	481,202.56	9,330.00	513,377.50	.00	100.0%
82570	RETREAT VILLAGE/OAKLEIGH MANO	1,039,980	923,352	906,632.00	.00	.00	16,719.89	98.2%
82571	PUMP STATION REHABILITATION	1,040,219	1,009,741	884,922.66	34,361.56	124,818.40	.00	100.0%
82572	BENEFIELD SEWER REPLACEMENT	1,231,846	1,147,045	10,065.06	4,722.06	1,136,980.22	.00	100.0%
82573	LYMAN GRAVITY SEWER	641	0	.00	.00	.00	.00	.0%
82575	FIBER OPTIC COMM PLAN	43,602	13,652	.00	.00	13,652.41	.00	100.0%
82578	HERRING ROAD SEWER	62,212	507,158	345,121.65	.00	122,055.47	39,980.85	92.1%
82579	SAUCIER LN/BEAULAH CHURCH RD	70,000	170,000	7,639.80	6,591.25	12,190.20	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	209,873.20	37,673.70	48,302.80	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	669,917.47	4,900.00	.00	2,194.53	99.7%
TOTAL WATER/SEWER UTILITY FUND		12,095,190	12,475,087	6,086,147.19	316,839.97	5,867,890.05	521,049.58	95.8%
TOTAL EXPENSES		12,095,190	12,475,087	6,086,147.19	316,839.97	5,867,890.05	521,049.58	
GRAND TOTAL		42,967,561	47,681,970	18,253,299.75	1,602,459.50	23,048,759.99	6,379,909.84	86.6%

** END OF REPORT **



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Administration

Date: 08/17/2017

Subject: Bi-weekly payroll journals - for the month of July, 2017 - to be made a part of the minutes.

Recommendation:

To: Mayor Billy Hewes
Council President F.B. 'Rusty' Walker, IV
Councilwoman Ella Holmes-Hines
Councilwoman Cara L. Pucheu
Councilman Kenneth L. Casey, Sr.
Councilman Ronald "Ron" Roland
Councilman Myles Sharp
Councilman Robert 'R. Lee' Flowers

CC: Dr. John Kelly, CAO

From: Linda Elias, Comptroller

Date: August 14, 2017

Re: Payroll Journals

Attached are the bi-weekly payroll distribution journals for the month of July 2017 to be approved and spread on the minutes of the August 22, 2017, Council meeting.

If you have any questions, please call my office at any time.

07/06/2017 09:05
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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

P 1
prjournal

WARRANT 070617

PAY PERIOD 06/19/2017 to 07/02/2017

CHECK DATE 07/06/2017

YEAR 2017 PERIOD 10
EXPENDITURE ENTRIES
SHORT DESC 070617

GL EFF DATE 07/06/2017
REFERENCE 070617
REFERENCE2 1070617

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2017	PERIOD 10			GL EFF DATE 07/06/2017	
111	600100		EXECUTIVE	WAGES AND SALARIES	7,816.85
111	601900		EXECUTIVE	STATE RETIREMENT	1,231.15
111	602200		EXECUTIVE	FICA TAXES	565.04
111	602600		EXECUTIVE	HEALTH INSURANCE	1,336.34
115	600100		LEGISLATIVE	WAGES AND SALARIES	10,294.14
115	601900		LEGISLATIVE	STATE RETIREMENT	1,621.33
115	602200		LEGISLATIVE	FICA TAXES	694.27
115	602600		LEGISLATIVE	HEALTH INSURANCE	3,256.71
125	600100		JUDICIAL	WAGES AND SALARIES	28,813.58
125	600400		JUDICIAL	OVERTIME	140.92
125	601900		JUDICIAL	STATE RETIREMENT	4,531.68
125	602200		JUDICIAL	FICA TAXES	2,097.34
125	602600		JUDICIAL	HEALTH INSURANCE	5,270.38
135	600100		LEGAL	WAGES AND SALARIES	24,112.71
135	600400		LEGAL	OVERTIME	143.90
135	601900		LEGAL	STATE RETIREMENT	3,820.43
135	602200		LEGAL	FICA TAXES	1,746.39
135	602600		LEGAL	HEALTH INSURANCE	3,763.07
145	600100		GENERAL ADMINISTRATION	WAGES AND SALARIES	39,106.76
145	600400		GENERAL ADMINISTRATION	OVERTIME	74.86
145	601900		GENERAL ADMINISTRATION	STATE RETIREMENT	6,175.81
145	602200		GENERAL ADMINISTRATION	FICA TAXES	2,808.97
145	602600		GENERAL ADMINISTRATION	HEALTH INSURANCE	5,133.76
150	600100		INFORMATION TECHNOLOGY	WAGES AND SALARIES	23,236.53
150	600400		INFORMATION TECHNOLOGY	OVERTIME	58.72
150	601900		INFORMATION TECHNOLOGY	STATE RETIREMENT	3,606.04
150	602200		INFORMATION TECHNOLOGY	FICA TAXES	1,663.43
150	602600		INFORMATION TECHNOLOGY	HEALTH INSURANCE	4,905.10
213	600100		POLICE OPERATING	WAGES AND SALARIES	352,979.67
213	600400		POLICE OPERATING	OVERTIME	34,446.65
213	601000		POLICE OPERATING	HOLIDAY PAY	4,626.59
213	601900		POLICE OPERATING	STATE RETIREMENT	61,748.35
213	602200		POLICE OPERATING	FICA TAXES	28,266.60
213	602600		POLICE OPERATING	HEALTH INSURANCE	66,551.60
290	600100		FIRE	WAGES AND SALARIES	272,365.67
290	600400		FIRE	OVERTIME	525.82
290	601000		FIRE	HOLIDAY PAY	16.35
290	601900		FIRE	STATE RETIREMENT	42,983.07
290	602200		FIRE	FICA TAXES	19,424.45
290	602600		FIRE	HEALTH INSURANCE	53,348.54
313	600100		PUBLIC WORKS ADMIN	WAGES AND SALARIES	14,555.16
313	601900		PUBLIC WORKS ADMIN	STATE RETIREMENT	2,301.89
313	602200		PUBLIC WORKS ADMIN	FICA TAXES	1,078.80
313	602600		PUBLIC WORKS ADMIN	HEALTH INSURANCE	1,271.37
315	600100		TRAFFIC CONTROL AND SAFETY	WAGES AND SALARIES	9,923.28
315	600400		TRAFFIC CONTROL AND SAFETY	OVERTIME	2,150.08
315	601900		TRAFFIC CONTROL AND SAFETY	STATE RETIREMENT	1,910.99

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 070617

PAY PERIOD 06/19/2017 to 07/02/2017

CHECK DATE 07/06/2017

YEAR 2017 PERIOD 10
EXPENDITURE ENTRIES
SHORT DESC 070617

GL EFF DATE 07/06/2017
REFERENCE 070617
REFERENCE2 1070617

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
315	602200		TRAFFIC CONTROL AND SAFETY	FICA TAXES	898.85
315	602600		TRAFFIC CONTROL AND SAFETY	HEALTH INSURANCE	1,841.11
335	600100		MAINTENANCE GARAGE	WAGES AND SALARIES	15,461.75
335	601900		MAINTENANCE GARAGE	STATE RETIREMENT	2,439.97
335	602200		MAINTENANCE GARAGE	FICA TAXES	1,126.60
335	602600		MAINTENANCE GARAGE	HEALTH INSURANCE	1,863.30
325	600100		ENGINEERING	WAGES AND SALARIES	16,921.70
325	601900		ENGINEERING	STATE RETIREMENT	2,218.65
325	602200		ENGINEERING	FICA TAXES	1,245.64
325	602600		ENGINEERING	HEALTH INSURANCE	2,244.74
411	600100		LEISURE SERVICES	WAGES AND SALARIES	118,754.34
411	600100	41130	LEISURE SERVICES	WAGES AND SALARIES	1,090.87
411	600100	41133	LEISURE SERVICES	WAGES AND SALARIES	795.43
411	600100	41136	LEISURE SERVICES	WAGES AND SALARIES	6,145.62
411	600100	41138	LEISURE SERVICES	WAGES AND SALARIES	7.69
411	600100	41140	LEISURE SERVICES	WAGES AND SALARIES	1,103.30
411	600100	41144	LEISURE SERVICES	WAGES AND SALARIES	2,338.56
411	600400		LEISURE SERVICES	OVERTIME	2,705.37
411	600400	41130	LEISURE SERVICES	OVERTIME	226.55
411	600400	41136	LEISURE SERVICES	OVERTIME	706.56
411	600400	41144	LEISURE SERVICES	OVERTIME	96.34
411	601900		LEISURE SERVICES	STATE RETIREMENT	14,583.45
411	601900	41130	LEISURE SERVICES	STATE RETIREMENT	207.49
411	601900	41133	LEISURE SERVICES	STATE RETIREMENT	125.28
411	601900	41136	LEISURE SERVICES	STATE RETIREMENT	1,083.94
411	601900	41138	LEISURE SERVICES	STATE RETIREMENT	1.21
411	601900	41140	LEISURE SERVICES	STATE RETIREMENT	173.77
411	601900	41144	LEISURE SERVICES	STATE RETIREMENT	383.50
411	602200		LEISURE SERVICES	FICA TAXES	9,032.29
411	602200	41130	LEISURE SERVICES	FICA TAXES	100.78
411	602200	41133	LEISURE SERVICES	FICA TAXES	60.86
411	602200	41136	LEISURE SERVICES	FICA TAXES	520.97
411	602200	41138	LEISURE SERVICES	FICA TAXES	.58
411	602200	41140	LEISURE SERVICES	FICA TAXES	70.82
411	602200	41144	LEISURE SERVICES	FICA TAXES	184.55
411	602600		LEISURE SERVICES	HEALTH INSURANCE	11,338.58
411	602600	41136	LEISURE SERVICES	HEALTH INSURANCE	458.87
411	602600	41138	LEISURE SERVICES	HEALTH INSURANCE	1.16
411	602600	41140	LEISURE SERVICES	HEALTH INSURANCE	541.91
411	602600	41144	LEISURE SERVICES	HEALTH INSURANCE	25.00
415	600100		BUILDING MAINTENANCE	WAGES AND SALARIES	8,912.37
415	601900		BUILDING MAINTENANCE	STATE RETIREMENT	1,408.42
415	602200		BUILDING MAINTENANCE	FICA TAXES	684.10
430	600100		BEAUTIFICATION	WAGES AND SALARIES	2,010.46
430	601900		BEAUTIFICATION	STATE RETIREMENT	316.65
430	602200		BEAUTIFICATION	FICA TAXES	143.30
430	602600		BEAUTIFICATION	HEALTH INSURANCE	426.83
437	600100		BAYOU VISTA GOLF COURSE	WAGES AND SALARIES	1,427.25

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 070617

PAY PERIOD 06/19/2017 to 07/02/2017

CHECK DATE 07/06/2017

YEAR 2017 PERIOD 10
EXPENDITURE ENTRIES
SHORT DESC 070617

GL EFF DATE 07/06/2017
REFERENCE 070617
REFERENCE2 1070617

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
437	601900		BAYOU VISTA GOLF COURSE	STATE RETIREMENT	224.79
437	602200		BAYOU VISTA GOLF COURSE	FICA TAXES	101.02
437	602600		BAYOU VISTA GOLF COURSE	HEALTH INSURANCE	393.85
611	600100		PLANNING AND ZONING	WAGES AND SALARIES	38,352.62
611	601900		PLANNING AND ZONING	STATE RETIREMENT	6,040.53
611	602200		PLANNING AND ZONING	FICA TAXES	2,759.56
611	602600		PLANNING AND ZONING	HEALTH INSURANCE	7,845.19
621	600100		ECONOMIC DEVELOPMENT	WAGES AND SALARIES	7,125.59
621	601900		ECONOMIC DEVELOPMENT	STATE RETIREMENT	1,122.29
621	602200		ECONOMIC DEVELOPMENT	FICA TAXES	520.83
621	602600		ECONOMIC DEVELOPMENT	HEALTH INSURANCE	1,149.34
FUND TOTALS					1,458,594.08
511	600100	05600	COMMUNITY DEVELOPMENT	WAGES AND SALARIES	2,913.20
511	601900	05600	COMMUNITY DEVELOPMENT	STATE RETIREMENT	458.83
511	602200	05600	COMMUNITY DEVELOPMENT	FICA TAXES	215.90
511	602600	05600	COMMUNITY DEVELOPMENT	HEALTH INSURANCE	369.68
515	600100	74500	HOME CONSORTIUM-GULFPORT	WAGES AND SALARIES	3,438.15
515	601900	74500	HOME CONSORTIUM-GULFPORT	STATE RETIREMENT	541.51
515	602200	74500	HOME CONSORTIUM-GULFPORT	FICA TAXES	256.45
515	602600	74500	HOME CONSORTIUM-GULFPORT	HEALTH INSURANCE	369.68
FUND TOTALS					8,563.40
811	600100		UTILITY BILLING	WAGES AND SALARIES	25,668.72
811	600400		UTILITY BILLING	OVERTIME	189.48
811	601900		UTILITY BILLING	STATE RETIREMENT	4,072.68
811	602200		UTILITY BILLING	FICA TAXES	1,884.14
811	602600		UTILITY BILLING	HEALTH INSURANCE	4,955.13
825	600100		SEWER OPERATIONS	WAGES AND SALARIES	3,044.45
825	601900		SEWER OPERATIONS	STATE RETIREMENT	479.50
825	602200		SEWER OPERATIONS	FICA TAXES	223.48
825	602600		SEWER OPERATIONS	HEALTH INSURANCE	547.80
FUND TOTALS					41,065.38
445	600100		JOSEPH T JONES	WAGES AND SALARIES	7,473.05
445	600400		JOSEPH T JONES	OVERTIME	855.46
445	601900		JOSEPH T JONES	STATE RETIREMENT	1,311.74
445	602200		JOSEPH T JONES	FICA TAXES	621.83
445	602600		JOSEPH T JONES	HEALTH INSURANCE	829.63
FUND TOTALS					11,091.71
GRAND TOTALS					1,519,314.57

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 072017

PAY PERIOD 07/03/2017 to 07/16/2017

CHECK DATE 07/20/2017

YEAR 2017 PERIOD 10
EXPENDITURE ENTRIES
SHORT DESC 072017

GL EFF DATE 07/20/2017
REFERENCE 072017
REFERENCE2 1072017

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2017	PERIOD 10			GL EFF DATE 07/20/2017	
111	600100		EXECUTIVE	WAGES AND SALARIES	7,816.86
111	601900		EXECUTIVE	STATE RETIREMENT	1,231.15
111	602200		EXECUTIVE	FICA TAXES	565.04
111	602600		EXECUTIVE	HEALTH INSURANCE	1,336.34
115	600100		LEGISLATIVE	WAGES AND SALARIES	10,243.07
115	601900		LEGISLATIVE	STATE RETIREMENT	1,613.29
115	602200		LEGISLATIVE	FICA TAXES	677.53
115	602600		LEGISLATIVE	HEALTH INSURANCE	4,053.41
125	600100		JUDICIAL	WAGES AND SALARIES	25,902.02
125	600400		JUDICIAL	OVERTIME	126.25
125	601900		JUDICIAL	STATE RETIREMENT	4,067.21
125	602200		JUDICIAL	FICA TAXES	1,875.53
125	602600		JUDICIAL	HEALTH INSURANCE	5,255.38
135	600100		LEGAL	WAGES AND SALARIES	24,112.71
135	600400		LEGAL	OVERTIME	-132.01
135	601900		LEGAL	STATE RETIREMENT	3,776.97
135	602200		LEGAL	FICA TAXES	1,729.10
135	602600		LEGAL	HEALTH INSURANCE	3,813.07
145	600100		GENERAL ADMINISTRATION	WAGES AND SALARIES	38,959.51
145	601900		GENERAL ADMINISTRATION	STATE RETIREMENT	6,140.84
145	602200		GENERAL ADMINISTRATION	FICA TAXES	2,793.09
145	602600		GENERAL ADMINISTRATION	HEALTH INSURANCE	5,146.76
150	600100		INFORMATION TECHNOLOGY	WAGES AND SALARIES	23,311.49
150	600400		INFORMATION TECHNOLOGY	OVERTIME	53.82
150	601900		INFORMATION TECHNOLOGY	STATE RETIREMENT	3,605.27
150	602200		INFORMATION TECHNOLOGY	FICA TAXES	1,669.74
150	602600		INFORMATION TECHNOLOGY	HEALTH INSURANCE	4,917.60
213	600100		POLICE OPERATING	WAGES AND SALARIES	346,122.42
213	600400		POLICE OPERATING	OVERTIME	31,947.03
213	601000		POLICE OPERATING	HOLIDAY PAY	20,493.23
213	601900		POLICE OPERATING	STATE RETIREMENT	62,773.71
213	602200		POLICE OPERATING	FICA TAXES	28,836.66
213	602600		POLICE OPERATING	HEALTH INSURANCE	65,719.51
290	600100		FIRE	WAGES AND SALARIES	265,597.99
290	600400		FIRE	OVERTIME	37,277.68
290	601000		FIRE	HOLIDAY PAY	19,126.94
290	601900		FIRE	STATE RETIREMENT	50,715.44
290	602200		FIRE	FICA TAXES	23,186.28
290	602600		FIRE	HEALTH INSURANCE	53,424.54
313	600100		PUBLIC WORKS ADMIN	WAGES AND SALARIES	14,564.79
313	601900		PUBLIC WORKS ADMIN	STATE RETIREMENT	2,303.40
313	602200		PUBLIC WORKS ADMIN	FICA TAXES	1,079.54
313	602600		PUBLIC WORKS ADMIN	HEALTH INSURANCE	1,271.37
315	600100		TRAFFIC CONTROL AND SAFETY	WAGES AND SALARIES	10,576.37
315	600400		TRAFFIC CONTROL AND SAFETY	OVERTIME	990.46
315	601900		TRAFFIC CONTROL AND SAFETY	STATE RETIREMENT	1,831.22
315	602200		TRAFFIC CONTROL AND SAFETY	FICA TAXES	859.01

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

P 2
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WARRANT 072017

PAY PERIOD 07/03/2017 to 07/16/2017

CHECK DATE 07/20/2017

YEAR 2017 PERIOD 10
EXPENDITURE ENTRIES
SHORT DESC 072017

GL EFF DATE 07/20/2017
REFERENCE 072017
REFERENCE2 1072017

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
315	602600		TRAFFIC CONTROL AND SAFETY	HEALTH INSURANCE	1,828.11
335	600100		MAINTENANCE GARAGE	WAGES AND SALARIES	15,461.77
335	601900		MAINTENANCE GARAGE	STATE RETIREMENT	2,439.96
335	602200		MAINTENANCE GARAGE	FICA TAXES	1,126.60
335	602600		MAINTENANCE GARAGE	HEALTH INSURANCE	1,863.30
325	600100		ENGINEERING	WAGES AND SALARIES	15,972.96
325	601900		ENGINEERING	STATE RETIREMENT	2,196.21
325	602200		ENGINEERING	FICA TAXES	1,173.07
325	602600		ENGINEERING	HEALTH INSURANCE	2,244.74
411	600100		LEISURE SERVICES	WAGES AND SALARIES	99,288.90
411	600100	41130	LEISURE SERVICES	WAGES AND SALARIES	1,238.40
411	600100	41133	LEISURE SERVICES	WAGES AND SALARIES	647.89
411	600100	41136	LEISURE SERVICES	WAGES AND SALARIES	6,209.94
411	600100	41138	LEISURE SERVICES	WAGES AND SALARIES	235.86
411	600100	41140	LEISURE SERVICES	WAGES AND SALARIES	1,103.30
411	600100	41144	LEISURE SERVICES	WAGES AND SALARIES	2,338.57
411	600400		LEISURE SERVICES	OVERTIME	1,576.93
411	600400	41136	LEISURE SERVICES	OVERTIME	131.01
411	600400	41140	LEISURE SERVICES	OVERTIME	62.06
411	600400	41144	LEISURE SERVICES	OVERTIME	433.51
411	601000		LEISURE SERVICES	HOLIDAY PAY	22.30
411	601900		LEISURE SERVICES	STATE RETIREMENT	12,045.93
411	601900	41130	LEISURE SERVICES	STATE RETIREMENT	195.05
411	601900	41133	LEISURE SERVICES	STATE RETIREMENT	102.04
411	601900	41136	LEISURE SERVICES	STATE RETIREMENT	1,003.43
411	601900	41138	LEISURE SERVICES	STATE RETIREMENT	37.15
411	601900	41140	LEISURE SERVICES	STATE RETIREMENT	183.54
411	601900	41144	LEISURE SERVICES	STATE RETIREMENT	436.60
411	602200		LEISURE SERVICES	FICA TAXES	7,625.08
411	602200	41130	LEISURE SERVICES	FICA TAXES	94.73
411	602200	41133	LEISURE SERVICES	FICA TAXES	49.57
411	602200	41136	LEISURE SERVICES	FICA TAXES	481.88
411	602200	41138	LEISURE SERVICES	FICA TAXES	17.74
411	602200	41140	LEISURE SERVICES	FICA TAXES	75.57
411	602200	41144	LEISURE SERVICES	FICA TAXES	210.34
411	602600		LEISURE SERVICES	HEALTH INSURANCE	11,317.38
411	602600	41136	LEISURE SERVICES	HEALTH INSURANCE	458.87
411	602600	41138	LEISURE SERVICES	HEALTH INSURANCE	35.60
411	602600	41140	LEISURE SERVICES	HEALTH INSURANCE	541.91
411	602600	41144	LEISURE SERVICES	HEALTH INSURANCE	25.00
415	600100		BUILDING MAINTENANCE	WAGES AND SALARIES	1,106.77
415	601900		BUILDING MAINTENANCE	STATE RETIREMENT	179.04
415	602200		BUILDING MAINTENANCE	FICA TAXES	86.96
430	600100		BEAUTIFICATION	WAGES AND SALARIES	2,010.46
430	601900		BEAUTIFICATION	STATE RETIREMENT	316.65
430	602200		BEAUTIFICATION	FICA TAXES	143.30
430	602600		BEAUTIFICATION	HEALTH INSURANCE	426.83
437	600100		BAYOU VISTA GOLF COURSE	WAGES AND SALARIES	1,141.80

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

P 3
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WARRANT 072017

PAY PERIOD 07/03/2017 to 07/16/2017

CHECK DATE 07/20/2017

YEAR 2017 PERIOD 10
EXPENDITURE ENTRIES
SHORT DESC 072017

GL EFF DATE 07/20/2017
REFERENCE 072017
REFERENCE2 1072017

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
437	601900		BAYOU VISTA GOLF COURSE	STATE RETIREMENT	179.83
437	602200		BAYOU VISTA GOLF COURSE	FICA TAXES	80.82
437	602600		BAYOU VISTA GOLF COURSE	HEALTH INSURANCE	315.08
611	600100		PLANNING AND ZONING	WAGES AND SALARIES	38,352.64
611	601900		PLANNING AND ZONING	STATE RETIREMENT	6,040.53
611	602200		PLANNING AND ZONING	FICA TAXES	2,763.38
611	602600		PLANNING AND ZONING	HEALTH INSURANCE	7,895.19
621	600100		ECONOMIC DEVELOPMENT	WAGES AND SALARIES	7,125.59
621	601900		ECONOMIC DEVELOPMENT	STATE RETIREMENT	1,122.29
621	602200		ECONOMIC DEVELOPMENT	FICA TAXES	519.87
621	602600		ECONOMIC DEVELOPMENT	HEALTH INSURANCE	1,136.84
FUND TOTALS					1,486,835.30
511	600100	05600	COMMUNITY DEVELOPMENT	WAGES AND SALARIES	2,913.20
511	601900	05600	COMMUNITY DEVELOPMENT	STATE RETIREMENT	458.83
511	602200	05600	COMMUNITY DEVELOPMENT	FICA TAXES	215.90
511	602600	05600	COMMUNITY DEVELOPMENT	HEALTH INSURANCE	369.68
515	600100	74500	HOME CONSORTIUM-GULFPORT	WAGES AND SALARIES	3,438.14
515	601900	74500	HOME CONSORTIUM-GULFPORT	STATE RETIREMENT	541.51
515	602200	74500	HOME CONSORTIUM-GULFPORT	FICA TAXES	256.45
515	602600	74500	HOME CONSORTIUM-GULFPORT	HEALTH INSURANCE	369.68
FUND TOTALS					8,563.39
811	600100		UTILITY BILLING	WAGES AND SALARIES	25,668.68
811	601900		UTILITY BILLING	STATE RETIREMENT	4,042.82
811	602200		UTILITY BILLING	FICA TAXES	1,870.73
811	602600		UTILITY BILLING	HEALTH INSURANCE	4,968.13
825	600100		SEWER OPERATIONS	WAGES AND SALARIES	3,044.45
825	601900		SEWER OPERATIONS	STATE RETIREMENT	479.50
825	602200		SEWER OPERATIONS	FICA TAXES	223.48
825	602600		SEWER OPERATIONS	HEALTH INSURANCE	547.80
FUND TOTALS					40,845.59
445	600100		JOSEPH T JONES	WAGES AND SALARIES	7,468.00
445	600400		JOSEPH T JONES	OVERTIME	292.56
445	601000		JOSEPH T JONES	HOLIDAY PAY	529.56
445	601900		JOSEPH T JONES	STATE RETIREMENT	1,305.68
445	602200		JOSEPH T JONES	FICA TAXES	620.65
445	602600		JOSEPH T JONES	HEALTH INSURANCE	870.66
FUND TOTALS					11,087.11
GRAND TOTALS					1,547,331.39

GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

WARRANT 080317

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 YEAR 2017 PERIOD 11
 EXPENDITURE ENTRIES
 SHORT DESC 080317

 GL EFF DATE 08/03/2017
 REFERENCE 080317
 REFERENCE2 1080317

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2017 PERIOD 11				GL EFF DATE 08/03/2017	
111	600100	11	EXECUTIVE	WAGES AND SALARIES	7,816.85
111	601900		EXECUTIVE	STATE RETIREMENT	1,231.15
111	602200		EXECUTIVE	FICA TAXES	565.04
111	602600		EXECUTIVE	HEALTH INSURANCE	1,336.34
115	600100		LEGISLATIVE	WAGES AND SALARIES	10,840.23
115	601900		LEGISLATIVE	STATE RETIREMENT	1,707.34
115	602200		LEGISLATIVE	FICA TAXES	739.93
115	602600		LEGISLATIVE	HEALTH INSURANCE	2,972.81
125	600100		JUDICIAL	WAGES AND SALARIES	27,100.21
125	600400		JUDICIAL	OVERTIME	99.26
125	601900		JUDICIAL	STATE RETIREMENT	4,251.68
125	602200		JUDICIAL	FICA TAXES	1,965.13
125	602600		JUDICIAL	HEALTH INSURANCE	5,255.38
135	600100		LEGAL	WAGES AND SALARIES	24,112.70
135	601900		LEGAL	STATE RETIREMENT	3,797.77
135	602200		LEGAL	FICA TAXES	1,739.20
135	602600		LEGAL	HEALTH INSURANCE	3,813.07
145	600100		GENERAL ADMINISTRATION	WAGES AND SALARIES	43,886.48
145	600400		GENERAL ADMINISTRATION	OVERTIME	376.50
145	601900		GENERAL ADMINISTRATION	STATE RETIREMENT	6,976.15
145	602200		GENERAL ADMINISTRATION	FICA TAXES	3,201.95
145	602600		GENERAL ADMINISTRATION	HEALTH INSURANCE	5,125.51
150	600100		INFORMATION TECHNOLOGY	WAGES AND SALARIES	23,316.48
150	600400		INFORMATION TECHNOLOGY	OVERTIME	28.20
150	601900		INFORMATION TECHNOLOGY	STATE RETIREMENT	3,601.23
150	602200		INFORMATION TECHNOLOGY	FICA TAXES	1,668.18
150	602600		INFORMATION TECHNOLOGY	HEALTH INSURANCE	4,917.60
213	600100		POLICE OPERATING	WAGES AND SALARIES	348,528.98
213	600400		POLICE OPERATING	OVERTIME	32,451.48
213	601000		POLICE OPERATING	HOLIDAY PAY	3,307.65
213	601900		POLICE OPERATING	STATE RETIREMENT	60,525.35
213	602200		POLICE OPERATING	FICA TAXES	27,710.08
213	602600		POLICE OPERATING	HEALTH INSURANCE	66,511.62
290	600100		FIRE	WAGES AND SALARIES	267,403.38
290	600400		FIRE	OVERTIME	594.71
290	600700		FIRE	TERMINATION PAY	2,752.44
290	601900		FIRE	STATE RETIREMENT	42,643.35
290	602200		FIRE	FICA TAXES	19,276.66
290	602600		FIRE	HEALTH INSURANCE	53,079.86
313	600100		PUBLIC WORKS ADMIN	WAGES AND SALARIES	14,564.80
313	601900		PUBLIC WORKS ADMIN	STATE RETIREMENT	2,303.41
313	602200		PUBLIC WORKS ADMIN	FICA TAXES	1,079.55
313	602600		PUBLIC WORKS ADMIN	HEALTH INSURANCE	1,271.37
315	600100		TRAFFIC CONTROL AND SAFETY	WAGES AND SALARIES	10,746.42
315	600400		TRAFFIC CONTROL AND SAFETY	OVERTIME	577.30
315	601900		TRAFFIC CONTROL AND SAFETY	STATE RETIREMENT	1,792.93
315	602200		TRAFFIC CONTROL AND SAFETY	FICA TAXES	840.42

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315	602600		TRAFFIC CONTROL AND SAFETY	HEALTH INSURANCE	1,828.11
335	600100		MAINTENANCE GARAGE	WAGES AND SALARIES	15,381.48
335	600400		MAINTENANCE GARAGE	OVERTIME	22.30
335	601900		MAINTENANCE GARAGE	STATE RETIREMENT	2,430.83
335	602200		MAINTENANCE GARAGE	FICA TAXES	1,122.17
335	602600		MAINTENANCE GARAGE	HEALTH INSURANCE	1,863.30
325	600100		ENGINEERING	WAGES AND SALARIES	16,815.45
325	601900		ENGINEERING	STATE RETIREMENT	2,224.96
325	602200		ENGINEERING	FICA TAXES	1,237.53
325	602600		ENGINEERING	HEALTH INSURANCE	2,244.74
411	600100		LEISURE SERVICES	WAGES AND SALARIES	105,728.08
411	600100	41130	LEISURE SERVICES	WAGES AND SALARIES	962.58
411	600100	41133	LEISURE SERVICES	WAGES AND SALARIES	923.72
411	600100	41136	LEISURE SERVICES	WAGES AND SALARIES	5,903.02
411	600100	41138	LEISURE SERVICES	WAGES AND SALARIES	157.43
411	600100	41140	LEISURE SERVICES	WAGES AND SALARIES	1,103.30
411	600100	41144	LEISURE SERVICES	WAGES AND SALARIES	2,338.56
411	600400		LEISURE SERVICES	OVERTIME	4,348.25
411	600400	41130	LEISURE SERVICES	OVERTIME	190.85
411	600400	41136	LEISURE SERVICES	OVERTIME	625.90
411	600400	41144	LEISURE SERVICES	OVERTIME	549.11
411	601900		LEISURE SERVICES	STATE RETIREMENT	12,884.18
411	601900	41130	LEISURE SERVICES	STATE RETIREMENT	181.66
411	601900	41133	LEISURE SERVICES	STATE RETIREMENT	145.49
411	601900	41136	LEISURE SERVICES	STATE RETIREMENT	1,033.03
411	601900	41138	LEISURE SERVICES	STATE RETIREMENT	24.80
411	601900	41140	LEISURE SERVICES	STATE RETIREMENT	173.77
411	601900	41144	LEISURE SERVICES	STATE RETIREMENT	454.81
411	602200		LEISURE SERVICES	FICA TAXES	8,213.34
411	602200	41130	LEISURE SERVICES	FICA TAXES	88.23
411	602200	41133	LEISURE SERVICES	FICA TAXES	70.67
411	602200	41136	LEISURE SERVICES	FICA TAXES	496.24
411	602200	41138	LEISURE SERVICES	FICA TAXES	11.84
411	602200	41140	LEISURE SERVICES	FICA TAXES	70.82
411	602200	41144	LEISURE SERVICES	FICA TAXES	219.19
411	602600		LEISURE SERVICES	HEALTH INSURANCE	11,315.90
411	602600	41136	LEISURE SERVICES	HEALTH INSURANCE	458.87
411	602600	41138	LEISURE SERVICES	HEALTH INSURANCE	23.76
411	602600	41140	LEISURE SERVICES	HEALTH INSURANCE	541.91
411	602600	41144	LEISURE SERVICES	HEALTH INSURANCE	25.00
415	600100		BUILDING MAINTENANCE	WAGES AND SALARIES	1,844.62
415	601900		BUILDING MAINTENANCE	STATE RETIREMENT	295.25
415	602200		BUILDING MAINTENANCE	FICA TAXES	143.41
430	600100		BEAUTIFICATION	WAGES AND SALARIES	2,010.46
430	601900		BEAUTIFICATION	STATE RETIREMENT	316.65
430	602200		BEAUTIFICATION	FICA TAXES	143.30
430	602600		BEAUTIFICATION	HEALTH INSURANCE	426.83
437	600100		BAYOU VISTA GOLF COURSE	WAGES AND SALARIES	1,364.81

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 REFERENCE 080317
 REFERENCE2 1080317

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
437	601900		BAYOU VISTA GOLF COURSE	STATE RETIREMENT	214.96
437	602200		BAYOU VISTA GOLF COURSE	FICA TAXES	96.60
437	602600		BAYOU VISTA GOLF COURSE	HEALTH INSURANCE	376.62
611	600100		PLANNING AND ZONING	WAGES AND SALARIES	38,352.60
611	601900		PLANNING AND ZONING	STATE RETIREMENT	6,040.53
611	602200		PLANNING AND ZONING	FICA TAXES	2,763.38
611	602600		PLANNING AND ZONING	HEALTH INSURANCE	7,895.19
621	600100		ECONOMIC DEVELOPMENT	WAGES AND SALARIES	7,336.94
621	601900		ECONOMIC DEVELOPMENT	STATE RETIREMENT	1,155.57
621	602200		ECONOMIC DEVELOPMENT	FICA TAXES	546.53
621	602600		ECONOMIC DEVELOPMENT	HEALTH INSURANCE	700.73
FUND TOTALS					1,426,864.29
511	600100	05600	COMMUNITY DEVELOPMENT	WAGES AND SALARIES	2,913.20
511	601900	05600	COMMUNITY DEVELOPMENT	STATE RETIREMENT	458.83
511	602200	05600	COMMUNITY DEVELOPMENT	FICA TAXES	215.90
511	602600	05600	COMMUNITY DEVELOPMENT	HEALTH INSURANCE	369.68
515	600100	74500	HOME CONSORTIUM-GULFPORT	WAGES AND SALARIES	3,438.15
515	601900	74500	HOME CONSORTIUM-GULFPORT	STATE RETIREMENT	541.51
515	602200	74500	HOME CONSORTIUM-GULFPORT	FICA TAXES	256.45
515	602600	74500	HOME CONSORTIUM-GULFPORT	HEALTH INSURANCE	369.68
FUND TOTALS					8,563.40
811	600100		UTILITY BILLING	WAGES AND SALARIES	25,668.74
811	601900		UTILITY BILLING	STATE RETIREMENT	4,042.84
811	602200		UTILITY BILLING	FICA TAXES	1,876.80
811	602600		UTILITY BILLING	HEALTH INSURANCE	4,816.45
825	600100		SEWER OPERATIONS	WAGES AND SALARIES	3,044.44
825	601900		SEWER OPERATIONS	STATE RETIREMENT	479.50
825	602200		SEWER OPERATIONS	FICA TAXES	223.48
825	602600		SEWER OPERATIONS	HEALTH INSURANCE	547.80
FUND TOTALS					40,700.05
445	600100		JOSEPH T JONES	WAGES AND SALARIES	8,023.16
445	600400		JOSEPH T JONES	OVERTIME	355.86
445	601900		JOSEPH T JONES	STATE RETIREMENT	1,319.69
445	602200		JOSEPH T JONES	FICA TAXES	627.84
445	602600		JOSEPH T JONES	HEALTH INSURANCE	822.44
FUND TOTALS					11,148.99
GRAND TOTALS					1,487,276.73



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Administration

Date: 08/11/2017

Subject:

Privilege License Report - issued by the City of Gulfport during the month of July 2017 - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

City Clerk

To: The Honorable Mayor and City Council

From: Mary Collins, Deputy City Clerk

Date: August 11, 2017

Re: Privilege Licenses Issued July, 2017

Attached is a report of the privilege licenses issued by the City of Gulfport for the period of July 1 thru July 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.

JULY 2017
PRIVILEGE LICENSE

Customer	Customer Address	Amt	Post Date
B & B ENTERPRISE	13050 SWEETWATER TRAIL DRIVE	\$22.00	07/19/2017
BANCORPSOUTH	524 COURTHOUSE RD	\$33.00	07/18/2017
RYAN BOBBY	2100 PASS RD	\$22.00	07/12/2017
NATIONAL MUFFLER & WRECKER SERVICE	1407 PASS RD	\$22.00	07/20/2017
INSURANCE SERVICES	417 CARIBE POINT	\$22.00	07/31/2017
JAMES & THINGS	2111 22ND AVE	\$20.00	07/10/2017
ALLURE NAIL SPA LLC	8930 LORRAINE ROAD	\$20.00	07/18/2017
EL AGUILA	187 TEGARDEN DR	\$45.00	07/31/2017
ARROW POWER WASHING	2 HARVEST LN	\$20.00	07/13/2017
HUMAN RESOURCES ONE LLC	12469 RED FOX DRIVE	\$20.00	07/13/2017
BELLA ROSE BOUTIQUE LLC	2600 BEACH BLVD STE #9	\$20.00	07/12/2017
MAXINE E BERG	13085 SULLIVAN LN	\$20.00	07/13/2017
OOH LA LA	730 EAST PASS ROAD	\$20.00	07/27/2017
A & A PROBATION COMPAMY	549 EAST PASS RD STE E	\$20.00	07/06/2017
A.R. MIZELL, LLC	12430 OLD PASCAGOULA RD	\$30.00	07/17/2017
ADURO LED TECHNOLOGY LLC	1301 25TH AVE	\$20.00	07/24/2017
AT HOME STORES LLC	1600 E PLANO PKWY	\$560.00	07/13/2017
BELLA MAISON LLC	110 SOUTH WILSON BLVD	\$20.00	07/07/2017
BUSCH REALTY GROUP	1715 25TH AVE	\$72.00	07/26/2017
BUSTED WRENCH GARAGE	2311 29TH ST	\$20.00	07/13/2017
CANON SOLUTIONS AMERICA	300 COMMERCE SQ BLVD	\$54.00	07/07/2017
COASTAL FAMILY HEALTH CENTER PH	9113 HWY 49 SUITE 200	\$30.00	07/13/2017
CPAP SOLUTIONS, LLC	1203 BROAD AVE SUITE B1	\$20.00	07/18/2017
CYRIL V.K. BETHALA, M.D. P.A.	4507 15TH STREET STE A,B,C	\$20.00	07/10/2017
E FIRE SOUTHERN INC	1899 28TH ST	\$36.00	07/10/2017
ELEVATION ENDO PA	1301 25TH AVE	\$30.00	07/13/2017
GOODWILL INDUSTRIES OF SOUTH MS	12100 HWY 49	\$20.00	07/26/2017
GREGS RESTORATION	1920 28TH ST	\$20.00	07/06/2017
GULF COAST SHIPYARD GROUP INC	13085 SEAWAY RD	\$80.00	07/10/2017
HORNE LLP	1020 HIGHLAND COLONY PKWY STE 400	\$120.00	07/10/2017
HURRICANE ELECTRONICS INC	14231 SEAWAY RD SUITE E8	\$30.00	07/07/2017
ICC CABLE CORP.	15005 WHITE ROAD	\$920.00	07/13/2017
INTOWN SUITES GULFPORT	9145 HWY 49	\$30.00	07/07/2017
J C DELIVERY	10551 OUTDOOR WAY	\$20.00	07/13/2017
J N RANDALL JR, ATTORNEY AT LAW	2224 25TH AVE	\$20.00	07/13/2017
JOHNSTONE SUPPLY OF GULFPORT	12180 INTRAPLEX PKWY	\$440.00	07/10/2017
KRYSTAL COMPANY	12045 HWY 49	\$45.00	07/24/2017
LESLIE NORTH MAI	2307 BROADMOOR PL	\$20.00	07/17/2017
MAINTENANCE WHOLESALE SUPPLY LLC	6036 S VISTA DR	\$20.00	07/13/2017
MASSIE'S GULFPORT LLC	11010 HWY 49	\$36.00	07/13/2017
MOLINAS AUTO SERVICE LLC	1920 28TH STREET	\$20.00	07/24/2017
PILGER TITLE CO	9034 CARL LEGETT RD	\$30.00	07/12/2017
POWER SOURCE SOUTH	360 TEGARDEN RD	\$20.00	07/17/2017
RIVERSIDE AUTO SALES	12515 HWY 49	\$200.00	07/13/2017
SEASHELL NAILS & SPA	9175 HWY 49 N STE B	\$20.00	07/10/2017
SHOE SHOW #1680	405 E PASS RD SUITE 300	\$62.50	07/10/2017
SIPPS	515 ROSELAND PKWY	\$45.00	07/18/2017
SOPREMA	12251 SEAWAY RD	\$69.00	07/12/2017

JULY 2017
PRIVILEGE LICENSE

ST. MARK'S PRESCHOOL	11322 W. TAYLOR ROAD	\$30.00	07/17/2017
SULLY'S SERVICES	60 51ST ST	\$20.00	07/10/2017
TORTAS Y TACOS EL LUPILLO INC	1909 E PASS RD STE A-1 & A-2	\$45.00	07/31/2017
TRUSTMARK NATIONAL BANK	248 E CAPITAL STREET	\$30.00	07/13/2017
ROYAL LIVING GULFPORT LLC	9435 HWY 49	\$42.00	07/07/2017
KNORR SCHOOL OF MUSIC	2224 25TH AVE	\$20.00	07/07/2017
BLOW FLY INN	1201 WASHINGTON AVE	\$75.00	07/10/2017
PENRODS RESTAURANT GROUP INC	1607 24TH AVE #A	\$20.00	07/10/2017
GORILLA CUTS	13069 JORDAN PL	\$20.00	07/12/2017
BUDDY'S INN LOUNGE	2477 28TH STREET	\$35.00	07/12/2017
THE UPS STORE	P O BOX 2228	\$20.00	07/12/2017
THE GROVE	P O BOX 6146	\$20.00	07/12/2017
TEMPEST HIGH STYLE	15067 MARTIN LUTHER KING	\$20.00	07/12/2017
TEMPEST HIGH STYLE	15067 MARTIN LUTHER KING	(\$20.00)	07/12/2017
PALAZZO & CO CPA & PROFESSIONAL ADV	8933 LORRAINE RD	\$30.00	07/13/2017
AEROMOTO AUTOMOTIVE	117 YUCCA DR	\$20.00	07/14/2017
GULFPORT OBGYN	15190 COMMUNITY RD STE 300	\$30.00	07/14/2017
CAPITAL CREDIT	406 PASS RD	\$20.00	07/14/2017
DOWNSTAGE PRODUCTIONS THEATRE	5003 LAWSON AVE	\$20.00	07/17/2017
JMC EXPRESS CAB	2330 E PASS RD	\$20.00	07/18/2017
GOODWILL SUPER STORE	2407 31ST STEET	\$40.00	07/19/2017
INTEGRATIVE THERAPY AND COACHING	12320 ASHLEY DR	\$20.00	07/19/2017
RUS MOTORS	9150 HWY 49	\$20.00	07/20/2017
5 STAR NUTRITION	10573 HWY 49	\$20.00	07/20/2017
NAILED IT	13042 DEDEAUX RD	\$20.00	07/24/2017
MAMI	9229 HWY 49	\$20.00	07/24/2017
DISCOUNT RV	10551 OUTDOOR WAY STE #H&I	\$20.00	07/24/2017
TAC HOANG	1225 34TH STREET	\$35.00	07/25/2017
FLYING PIG ENTERPRISES LLC	14231 SEAWAY RD STE#E4	\$20.00	07/25/2017
COSTA POOLS LLP	304 32 1/2 ST	\$20.00	07/25/2017
FUJISAN UNIT HMS	10431 OLD HWY 49	\$20.00	07/26/2017
SERENITY PSYCHOTHERAPY LLC	222 BOGGS CIRCLE	\$20.00	07/28/2017
PINKSTON SCHOOL BAND RENTAL	2059 E PASS RD	\$20.00	07/28/2017
CAPT. AL'S STEAK & SEAFOOD LLC	1458 MAGNOLIA ST	\$45.00	07/28/2017
CARNATION AUTO SALES	2100 PASS RD	\$50.00	07/28/2017
MANDELA BOUTIQUE	1015 PASS RD	\$20.00	07/28/2017
SPINROOM & FITNESS LLC	17581 OLD HWY 49	\$20.00	07/31/2017
JELLY DONUTS	12449 HWY 49	\$20.00	07/31/2017
TWISTED SISTERS	901 PASS RD	\$20.00	07/31/2017
LSL PSYCHOLOGICAL SERVICES PA	370 COURTHOUSE RD STE 102 RM 2	\$20.00	07/31/2017
SPORT CLIPS	P O BOX 460	\$30.00	07/31/2017
IN & OUT CONVENIENCE STORE	2005 30TH AVE	\$35.00	07/31/2017
		\$4,597.50	



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Public Works

Date: 08/09/2017

Subject: Letter - regarding Sole Source Procurement Request for Pluggie the Fire Plug for the Fire Department

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, Purchasing Manager

Date: August 9, 2017

**Re: Request Permission to Designate Robotronics Sole Source Provider
Pluggie the Fire Plug
Gulfport Fire Department**

See attached documentation wherein the City of Gulfport Procurement Services followed the procurement regulations regarding “sole source” procedures in accordance with the Department of Finance and Administrations Purchasing Manual, Section 3.109.02 – Conditions for Use of Sole-Source / Research Procurement(s).

Documentation consists of the following:

1. Request for purchase.
2. Required justification on Sole Source Commodity form.
2. Pluggie the Fire Plug - \$6,470.00
3. Proof of publication of intent to sole source commodity requested.

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



FIRE DEPARTMENT

Mike Beyerstedt, Fire Chief

P.O. Box 1780
Gulfport, MS 39502

To: Connie Debenport, Purchasing
Thru: Mike Beyerstedt, Fire Chief
Date: July 13, 2017
Re: Pluggie The Fire Plug

Central Station
1515 23rd Avenue
Gulfport, MS 39501
Phone: 228-868-5950
Fax: 228-868-5989

Connie you asked that we address the 6 questions from the procurement guidelines so that we can get this purchase Pluggie the Fire Plug through the sole source guidelines. Here are our answers answering those 6 questions:

- 1- A robotic fire prevention prop that is mobile, remote controlled, has voice capability, and sprays water.
- 2- We are a fire department in the public education business; we need a fire department themed prop to deliver the fire prevention message to young children. For instance a dump truck would not be an appropriate delivery platform.
- 3- We have searched the internet, attended the largest fire trade shows in America, and have even asked the Purchasing department to find competitors and have not found any to date.
- 4- Based upon the technology involved, the cost of integrating the remote control, voice capabilities, and water spraying ability in one platform this appears to be reasonably priced. The company has a long standing record in the industry, and based upon the number of children we will be able to educate annually with this robot, the price per person is actually very small.
- 5- We have searched the internet, contacted other agencies asking if they are aware of alternatives, asked the manufacturer if they have any competitors, attended the largest fire trade shows in America, and have even asked the Purchasing department to find competitors and have not found any to date.
- 6- If anyone seeing this notice believes that this item should not be a sole source procured item they can contact the City of Gulfport Fire Department and the City of Gulfport Purchasing Departments via email and we will consider their objections as noted in paragraphs 6 a, b, and c.

Michael Beyerstedt MA, EFO, CFO
Fire Chief Gulfport Fire Department
President of the Mississippi Fire Chief's Association
Cell: 228-234-9776
Office: 228-868-5954



SOLE SOURCE DOCUMENTATION

Robotronics is the world's foremost promotional and educational robot and costume manufacturer. At the present time, we have over seven thousand robots and thousands of costumes currently in use around the world. In addition to the many robots, costumes and other items we offer, Robotronics is the **Sole Source** manufacturer and distributor of **Pluggie the Fire Plug™ Robot & other Educational Materials**. We continue to be the leader in promotional and safety education robots and costumes based on sales and reputation. Our robots and costumes are distinctive because of their unique industrial-grade construction, microprocessor-based functionality, durability, and because they are easily recognized as realistic, life-like, attractive and friendly characters. No other similar products are manufactured or exist.

We currently hold exclusive licenses to produce McGruff the Crime Dog® and Scruff® robots, costumes and puppets, licensed by the NCPC (National Crime Prevention Council), and Smokey Bear™ robots and costumes, licensed by the USFS (USDA Forest Service). We are also sole manufacturer and distributor of Sparky the Fire Dog® robots, animated costumes, and puppets, licensed by the NFPA (National Fire Protection Association), Eddie Eagle™ costume, licensed by the NRA (National Rifle Association, Eddie Eagle Gun Safety® Program). In addition we are sole manufacturer and distributor of Daren the D.A.R.E. Lion robot of D.A.R.E. America.

Best Regards,

A handwritten signature in black ink that reads "Scott George". The signature is fluid and cursive, with a long horizontal line extending from the end.

Scott George
President and CEO
801-489-4466 ext 120
Robotronics Inc
1610 West 1600 South
Springville UT 84663

TERMS AND CONDITIONS OF SALE



Your Cart



Fire Safety

[Buzz E. Smoke Alarm](#)

[Dalmatian Costume](#)

[Freckles the Fire Dog](#)

[Freddie the Firetruck](#)

[Match Puppet](#)

[Patches and Pumper](#)

[Pluggie the Fireplug](#)

[Smoke Alarm](#)

[Smoke Detective](#)

[Smokey Bear](#)

[Sparky the Fire Dog Robot](#)

[Sparky the Fire Dog Costume](#)

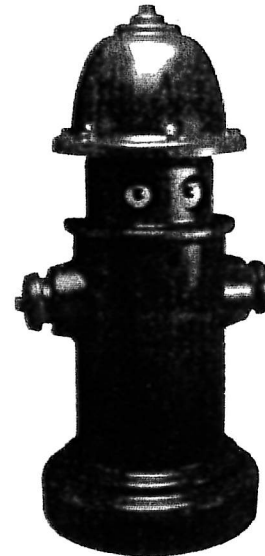
Pluggie the Fire Plug™



Pluggie the Fireplug™ is Robotronics first robot and is still very popular with kids today. Pluggie is an exciting tool for teaching fire safety. Audiences of all venues will be delighted when Pluggie's eyes light up, his cap rises and he moves around the room carrying on conversations and playing music, all by remote control.

Pluggie can be used with great success in school classrooms, assemblies, station tours, mall exhibits, state and local fairs, and any other setting where your safety message is presented.

Pluggie is just the right size for teaching small children, because he can communicate with them on their level. This fire prevention robot is agile enough to maneuver easily on classrooms and other restricted areas and can help you teach stop drop and roll. Pluggie will make your fire and life safety programs more fun and effective.



Next Image

Robot Details

Pluggie™ Robot

- Product Dimensions: 24" x 18" x 36"
- Weight: 80 pounds
- Shipping and handling charges are \$350.00 within the contiguous United States.

Pluggie the Fireplug™ Deluxe Package

Includes Robot, Super RC Battery Pack, Super RC Battery Charger, Robot Transport Cart, Robot Cover, and Extra Robot Battery. Savings over items purchased separately.

- Item Number: 100013
- Price.....\$5,845.00

Customize & Buy

Pluggie the Fireplug™ Deluxe

Comes with all the features listed and everything you need to make him operate.

- Item Number: 100012
- Price.....\$5,545.00

Customize & Buy

Available Robot Options

Item	Image	Price	Part Number
Water Squirter		\$275.00	580027

Sole Source Documentation



To download the sole source documentation for Pluggie click on the icon to the left. You will need to have [Adobe Reader](#) in order to view the PDF.

Educational Materials

We have produced an entire line of available materials that will keep your safety message in the minds of the children long after they leave your program. Coloring

Delivery
10 weeks
from time order is
placed to delivery.

630.300
seal
Capital Machinery

PLUGGIE THE FIRE PLUG™



FEATURES

Durable Body and Sturdy Construction

Detailed body is molded of strong, impact resistant ABS plastic that is durably constructed, easy to operate, and designed for long-lasting, dependable service. *Robot dimensions: 36" tall and 22" wide. Total weight is less than 50 lbs.*

Fully Mobile

Industrial-grade electric drive motors and a deluxe radio control system, give **Pluggie** complete mobility.

Voice System

Two-way, full duplex, wireless voice system allows the operator to both talk and listen simultaneously.

Integrated MP3 Player

The integrated MP3 Player allows the operator to play a variety of included sound effects and preprogrammed music and narratives, and is activated through the remote control radio.

Moving Eyes and Eyelids

Eyes move left and right and open and close separately. Allows **Pluggie** to wink, blink, and go to sleep.

Removable Cap & Body

Pluggie's cap and body unlatches from main frame to gain access to components.

Rechargeable Battery

Sealed maintenance-free gelled electrolyte lead acid battery (12 volt 12 AH) included inside **Pluggie** complete with charger. Radio control transmitter comes with rechargeable NiCd battery and charger.



Controls Carrying Case

Molded Polyethylene case 20"x16"x7" with locking latches and foam padded interior for protecting the controls during transport and storage.



Customer Support

We offer a limited 12-month warranty on all parts and labor. A detailed owner's manual, readily available technical support and spare parts are all part of our commitment to your success.



PRICING

Pluggie comes with all the features listed and everything you need to make him operate. **Shipping and handling** charges are **\$350.00** within the contiguous United States.

Pluggie the Fire Plug Deluxe..... \$5,545.00

Pluggie the Fire Plug Deluxe Package..... \$5,845.00

Robot Package Includes: A second robot battery, a second RC battery, a robot transport cart and a robot cover. An outstanding value over items purchased separately.

ADDITIONAL OPTIONS

Voice Modifier

Allows robot operators to disguise their voice by shifting the voice frequency up as much as one octave to produce a "cartoon character-like" voice for the robot.....**\$298.00**



Water Squirter

Can squirt a light stream of water up to 20' from the robot. Children will have more fun than you can imagine. It comes with a filler bottle that holds 16 ounces.....**\$275.00**

Custom Paint

Robot body comes painted red, but you may choose to paint robot to match department colors. Custom paint option includes 2 colors..... **\$500.00**

Terms

NET 30; Approved purchase order, for qualified agencies. Private agencies require half down and full payment prior to shipping. Credit Card payments accepted

Delivery

Orders shipped within eight weeks after receipt of approved signature, purchase order, or payment.

To Order

Call **1-800-ROBOTRONICS** (1-800-762-6876) Ext. 2, Fax us your order at (801) 489-8241 or Email sales@robotronics.com

Pluggie the Fire Plug

Proof of Publication

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared Crista 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 2 times in the following numbers and on the following dates of such paper, viz:

**PROPOSED SOLE SOURCE
ADVERTISEMENT
FOR PLUGGIE THE FIRE
PLUG**

The City of Gulfport, MS is announcing the proposed sole source purchase of Pluggie the Fire Plug from Robotron-

ics in support of the Gulfport Fire Department. Justification of said purchase may be found at www.gulfport-ms.gov/purchasing.shtml.
Publish Dates: 07/20/2017
07/27/2017

1591611

Vol. 133 No., 290 dated 20 day of July, 2017

Vol. 133 No., 297 dated 27 day of July, 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____

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.

Crista Brackett

Clerk

Sworn to and subscribed before me this 27 day of

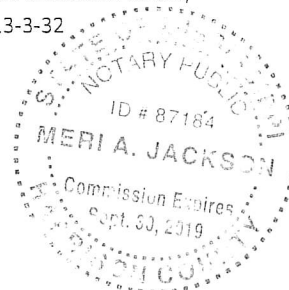
July

A.D., 2017

Meri A. Jackson

Notary Public

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





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 08/02/2017

Subject: Letter of recommendation - regarding bids received by Purchasing for transformer -
Leisure Service Department - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist 

Date: August 2, 2017

Re: Leisure Services (Harbor Marina)

Transformer

I have reviewed the quotes received on the above referenced item and find Lamey Electric to be the lowest and best bid for a total amount of \$8,746.80.

I have issued Purchase Order # 194190 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

PO# 194190

Bids Received: 7/21/2017

**Department of Leisure Services
Transformer**

Description	Lamey Electric Biloxi, MS	All Phase Electric Gulfport, MS	Mayer Electric Gulfport, MS
	Unit Price	Unit Price	Unit Price
250 KVA Transformer 480V Primary 120/240V Secondary Copper Coils	\$8,746.80	\$10,500.00	\$10,800.00
Total	\$8,746.80	\$10,500.00	



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Fire Department

Date:

Subject: Letter of recommendation - regarding bids received by Purchasing for Edraulic Spreader for the Gulfport Fire Department - to be a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: August 9, 2017

Re: Edraulic Spreader
Fire Department

I have reviewed the bids received on the above referenced item and find MES (Municipal Emergency Services) to be the lowest and best bid for a total amount of \$28,524.16.

I have issued Purchase Order #194303 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Edraulic Spreader Fire Department Bids Received 07/24/2017			PO #194303		
DESCRIPTION	Part No.	MES	Firematic Supply	Botach	
SP555E2 Spreader Package w/charger and 2 EXL batteries	271555000	\$ 10,365.97	\$ 12,650.00	\$	12,500.00
Hurst S700Ed w/ EXL Batts&Chrgr	272085000	\$ 9,284.31	\$ 11,330.00	\$	11,100.00
Hurst R5421E2 w/EXL Batts&Chrgr	274085000	\$ 7,252.08	\$ 8,850.00		No bid
Hurst 110V E2 Pwr Supply w/Plug	272085412	\$ 614.58	\$ 750.00		No bid
Horizontal Mounting Bracket for S7000E2 cutter	PPS700E2	\$ 234.10	\$ 271.30		No bid
Horizontal Mounting Bracket for SP555E2 Spreader	PPSP555E2	\$ 275.60	\$ 298.57		No bid
Horizontal Bracket for R421E2 Ram	R421E2	\$ 247.52	\$ 268.15	\$	8,700.00
Sub-total		\$ 28,274.16	\$ 34,418.02	\$	32,300.00
Freight		\$ 250.00	\$ 250.00	\$	-
TOTAL		\$ 28,524.16	\$ 34,668.02	\$	32,300.00