



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, September 5, 2017

1:30 PM

*Gulfport City Hall
Council Chambers*

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

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

- **Mayor's Report**

Policy Issues

Minutes

- 1 Approval of minutes - for August 8, 18 & 22, 2017.

Code Enforcement / Planning / Ordinances

- 2 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.
- 3 Acceptance for Perpetual Maintenance - Turtle Creek Subdivision public improvements, release of warranty bond, and transfer of streetlight account to the City of Gulfport - Case # 1006PC083 - Ward 6.
- 4 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.
- 5 Ordinance - providing for the salary of compensation for certain positions of the city of Gulfport, Mississippi and for related purpose.

Resolutions

- 6 Resolution - approving the operating budget for Memorial Hospital for fy 2018 and for related purposes.
- 7 Resolution - approving Agreement with Brown, Mitchell & Alexander, Inc., for Construction Engineering & Inspection Services in connection with the Ship Island Ferry Boat Terminal Facility Improvements Project and authorizing the Mayor to execute the same.
- 8 Resolution - approving Memorandum of Agreement between the City of Gulfport and Harrison County with respect to the renourishment of the Sand Beach at 20th Avenue and authorizing the Mayor to execute the same.
- 9 Resolution - approving Professional Services Agreement with Big Noise Productions, LLC to provide sound system for 2017 Harbor Lights Show and authorizing the Mayor to execute the same.
- 10 Resolution - approving Amendment No. 1 to the Agreement with Bond Services, Inc., and authorizing the Mayor to execute the same.
- 11 Resolution - approving Certificate of Substantial Completion for Expansion of the Gulfport Sportsplex, Project A and authorizing the Mayor to execute the same.
- 12 Resolution - declaring certain and various vehicles, machinery, equipment, furnishings, and other items of municipal personal property to be surplus property which is no longer used or needed by the municipality and declaring to have no value to the municipality and authorizing of sale of said items of municipal personal property.
- 13 Resolution - approving donation of funds (in the form of a permit fee waiver) by the City of Gulfport to St. Jude Children's Research Hospital and for related purposes.
- 14 Resolution - approving corrected SF-424 Application for Federal Assistance, 2017 CDBG Program, due to reduction in Federal Award and for related purposes.
- 15 Resolution - by the Gulfport City Council appointing Deputy Clerk of Council and for related purposes.

Budget Amendments / Docket of Claims

- 16 Budget Amendment #51 - to budget funds received as a result of a forfeiture resulting from a drug related arrest.

- 17 Budget Amendment #52 - to transfer funds within the Urban Development Department to increase lot assessment budget for the remainder of FY 2017.
- 18 Budget Amendment #53 - to transfer funds within the Poplar Circle Improvement Accounts to fund the Poplar Circle asphalt paving.
- 19 Docket of Claims - to be approved through September 6, 2017.

Routine Agenda

- 20 Ratification - of acceptance of donated easements from Golden State Bank, 14th Street Properties, LLC; and Old Harrison Hancock Building, LLC; for Fishbone Alley Sound Equipment Project - to be made a part of the minutes.
- 21 Resolution - awarding bids for lot clean-ups and/or demolitions.

Public Agenda

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

Council Comments

Memorial Adjournment

- **Mrs. Katherine H. Olsen**

Executive Session

Recess

Public Hearing 6:00 P.M. Council Chambers 2nd Floor

- 1 Presentation - of Mayor's proposed budget for fiscal year ending September 30, 2018.
- 2 Ordinance - fixing the levy for the municipal taxes for the City of Gulfport, Mississippi and the Gulfport Municipal Separate School District for the fiscal year 2017-2018, beginning October 1, 2017 and ending September 30, 2018.

Setting of Next Meeting and Adjournment



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
City Council

Date: 08/31/2017

Subject: Approval of minutes - for August 8, 18 & 22, 2017.

Recommendation:



City of Gulfport, Mississippi

Minutes City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, August 8, 2017

1:30 PM

*Gulfport City Hall
Council Chambers*

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

The Mayor and Members of the Council met at City Hall at 1:30 P.M., on the above date, same being an adjourned meeting from a special called meeting held on August 2, 2017 at 4:00 P.M.

Present: Mayor Billy Hewes (out at 5:02 P.M.), General Counsel Hugh Keating, Councilmembers: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers and Cara Pucheu.

The President announced a quorum and called the meeting to order.

Agenda Order Confirmation or Adjustment of the Agenda Order

Motion to Accept the Agenda as presented with the addition of execution session for an economic development matter after Policy Item #7, Moved By Myles Sharp, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Presentation Agenda

The President called for the Mayor's Report.

The Mayor welcomed everyone to the council meeting and called upon the following for updates:

- Mr. Ted Riemann presented a yearly update on Feed My Sheep.
- Ms. Kay Denault with Mental Health Association of South Mississippi.
- Ms. Catherine Young with Susan G. Komen, Race for the Cure.

Upcoming Events:

- Cinema by the Shore – August 18 – movie is SING – included will be our “Back to School” Health and Wellness Fair! It all starts at 6:30 pm.
- This Wednesday, Visit Mississippi and Visit MS Gulf Coast will be doing a promotional video showcasing Mississippi which includes Gulfport – the filming will take place in Fishbone Alley – the public is welcome to come be a part of it! It's all part of our Well...Well...Well, it's Wednesday promotion!

Back to School – please remember to slow down and be aware of the children heading to school each morning!

Good News!

Gulfport was highlighted recently by CNN as one of the Top 15 Most Charming Cities in the American South!

This concluded the Mayor's Report.

Policy Issues

Minutes

- 1 Approval of Minutes - for July 18, July 27 & August 2, 2017.

Motion to Dispense with the reading of the Minutes for July 18, 27 and August 2, 2017 and Approve, Moved By Kenneth Casey, **Seconded By** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Code Enforcement / Planning / Ordinances

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

Motion to Open the Code Enforcement Hearing, Moved By Kenneth Casey, **Seconded By** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Mr. Paul Brown, property owner of 712 Georgia Street addressed the Council.

Motion to Close the Hearing and Approve the Resolution, Moved By Kenneth Casey, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 3 Certificate of Resubdivision - Resubdivision of tax parcels 09071-03-059.000 into two parcels; located north of Boles Boulevard, south of Three Rivers Road, east of Scott Street and west of and adjacent to George Avenue - Case #1705PC055 - Ward 6.

Motion to Approve the Certificate of Resubdivision, Moved By R.Lee Flowers, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 4 Certificate of Resubdivision - Resubdivision of 34,665 square feet into four parcels zone T3 (Sub-Urban Zone) in the Westside Community Plan; located north of adjacent to Finley Street, south of and adjacent to Ford Street, east of Fournier Avenue and west of and adjacent to Mills Avenue - Case # 1706PC066 - Ward 2.

Motion to Approve Certificate of Resubdivision, Moved By Ron Roland, **Seconded By** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 5 Certificate of Resubdivision - Resubdivision of parcels having an aggregate of 1.258 acres zoned B-2 (General Business) into two parcels; located north of and adjacent to 28th Street, south of 29th Street, east of and adjacent to 25th Avenue and west of 23rd Avenue - Case #1706PC074 - Ward 3.

Motion to Approve Certificate of Resubdivision, Moved By Ella Holmes-Hines, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 6 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.

Motion to Approve, Moved By Cara Pucheu, **Seconded by** R.Lee Flowers

The Mayor asked the Council to postpone the final plat approval for further staff review.

Motion to Postpone until the next council meeting, Moved By Cara Pucheu, **Seconded By** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 7 Ordinance - rezone 17.55 acres from R-1-15 (Single Family) to R-1-7.5 (Single Family): located north and adjacent to Lake Florence Road, south of and adjacent to O'neal Road, east of Three Rivers Road, and west of John Ross Road - Case # 1706PC073 - Ward 6.

Motion to Adopt, Moved By R.Lee Flowers, **Seconded By** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Ordinance #2911

Executive Session

General Counsel advised that there was a need to enter executive session to discuss matters of economic development related to the Centennial Plaza, the Markham Building and the Casino Project.

Upon hearing from Counsel, Motion to enter executive session at 2:26 P.M., Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

The Council entered executive session at 2:29 P.M. Due to the Council Meeting being in progress, the Executive Session was moved from the Council Chambers to the conference room adjacent to the Council Chambers. In attendance: Members of the Council: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp R.Lee Flowers and Cara Pucheu, Mayor Billy Hewes (in at 2:36 P.M.), CAO Dr. John Kelly, General Counsel Hugh Heating, Economic Development Director David Parker, GRC Counsel Steve Hendrix, GRC Member Sal Domino, Developer Rob Lubin and Clerk of Council Ronda Cole.

Motion to exit Executive Session at 3:02 P.M., Moved by Myles Sharp, **Seconded By** Kenneth Casey.

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

General Council Hugh Keating stated that no official action was taken in Executive Session.

The Council reconvened to the Council Chambers for the remainder of the meeting,

- 8 Ordinance - amending § 7-10(g) of Chapter 7, Article I of the Code of Ordinances of the City of Gulfport, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Motion to Amend to change the hours to 3:00 a.m. to 8:00 a.m., Moved By Ron Roland, Seconded By Ella Holmes-Hines

Vote: Amendment Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

The President called for a vote on the Motion as Amended with the following results:

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Motion to Suspend the Rules, Moved By R.Lee Flowers, Seconded By Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Motion to Reconsider the Ordinance, Moved By Kenneth Casey, Seconded By Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Motion to Postpone until the next council meeting, Moved By Myles Sharp, Seconded By Kenneth Casey

- 9** Ordinance - amending Chapter 6, Article XV of the Code of Ordinances of the City of Gulfport, Mississippi, and for related purposes.

Motion to Adopt the Ordinance, Moved By Ron Roland, Seconded by Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Ordinance #2912

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

Motion to Adopt Ordinance, Moved By Cara Pucheu, Seconded by Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Ordinance #2913

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

Motion to Adopt the Ordinance, Moved By Cara Pucheu, **Seconded by** Myles Sharp

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Ordinance #2914

Resolutions / Requests

- 12** Resolution - by the Gulfport City Council accepting the NCBC and Special Areas Joint Land Use Study (JLUS) Final Report and supporting the strategies therein as recommended by the JLUS Policy Committee and Technical Advisory Committee, and for related purposes.

Motion to Approve, Moved By Kenneth Casey, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers

Absent: Cara Pucheu (out of room)

- 13** Resolution - approving Memorandum of Understanding with Gulfport Redevelopment Commission (GRC) regarding the MDEQ Agreement related to the MS Aquarium Project and authorizing the Mayor to execute the same.

Motion to Approve Resolution related to the Memorandum of Understanding with Gulfport Redevelopment Commission; in addition to approving a Sub-Recipient Agreement with MDEQ regarding the Restore Act Funding portion of the MS Aquarium Project and authorizing the Mayor to execute the same, Moved By Myles Sharp, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers

Absent: Cara Pucheu (out of room)

- 14** Resolution - approving Lease Agreements with Hair Tonic, LLC, and Sean Smith d/b/a Sean Smith Photography and authorizing the Mayor to execute the same.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By The Following Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers, Cara Pucheu

Nay: Rusty Walker

- 15** Resolution - approving Engineering Consultant Services with Brown, Mitchell and Alexander, Inc., for Engineering Consultant Services related to the 20th Avenue Improvements Project and authorizing the Mayor to execute the small purchase letter on behalf of the City.

Motion to Approve, Moved By Ron Roland, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 16** Resolution - approving Professional Legal Service Contract with Charles E. Bodie, Jr., to serve as video and discovery clerk in the Gulfport Municipal Court and authorizing the Mayor to execute the same.

Motion to Approve, Moved By Kenneth Casey, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 17** Resolution - approving lease purchase agreement with Bancorp South for the addition of 3 pieces of equipment to previously approved lease agreement for the Gulfport Sportsplex Marquee sign and authorizing the Mayor to execute the same.

Motion to Approve, Moved By Cara Pucheu, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 18** Resolution - approving Third Amendment to License Agreement between Utility Service Communications Co., Inc. (Licensor) and Cellular South Real Estate, Inc., (Licensee) allowing for addition of certain and various pieces of equipment on Gulfport's Water Tank located on 26th Avenue and authorizing the Mayor to execute the same.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 19** Resolution - approving Change Order #1 to the Agreement with Gator Boring & Trenching, Inc., for the Seaway Island Water Main Improvements Project and authorizing the Mayor to execute the same.

Motion to Approve, Moved By Kenneth Casey, **Seconded by** R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 20** Resolution - approving Change Order #1 to Agreement with Advanced Construction & Development, LLC for construction of Herring Road Water and Sewer Main Improvements Project and authorizing the Mayor to execute the same.

Motion to Approve, Moved By Kenneth Casey, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 21** Resolution - approving Amendment No. 1 to the Grounds Maintenance Contract with Wolverton Property Management, LLC, and authorizing the Mayor to execute the same.

Note: Councilmember Cara Pucheu recused herself and removed herself from the Council Chambers during the discussion and vote on the Amendment No. 1 with Wolverton Property Management, LLC.

Motion to Approve, Moved By Kenneth Casey, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers

Nay: Myles Sharp

Absent: Cara Pucheu (recused and out of the room)

- 22** Resolution - approving Certificate of Substantial Completion to the Contract for Poplar Circle & Chamberlain Avenue Sewer Improvements Project and authorizing the Mayor to execute the same.

Motion to Approve, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 23** Resolution - authorizing negotiations to acquire real property interests and easements and to do any acts necessary and legal, including prosecution in Special Court of Eminent Domain, to obtain title for the city under Miss Code Ann. Sec. 11-27-81, Et Seq., and if necessary, to expedite the "Brickyard Bayou Drainage Improvements Project", to authorize special checks to acquire the property interests stated herein, and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 24** Resolution - authorizing the Governing Authority of the City of Gulfport, Mississippi to establish just compensation related to the Brickyard Bayou Drainage Project and authorizing the Mayor to execute the same.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 25 Resolution - approving the submittal of CDBG/HOME Consolidated Plan and One Year Action Plan, to include HUD required changes to Citizens Participation Plan and annual updated review of analysis of impediments to the Department of HUD and for related purposes.

Motion to Approve, Moved By Kenneth Casey, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 26 Resolution - appointing Henrietta L. Spaulding as an additional Deputy City Clerk for the City of Gulfport and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 27 Resolution - by the Gulfport City Council supporting the Turkey Creek de-snagging project funded by National Fish and Wildlife Foundation (NFWF) and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 28 Resolution - authorizing an expenditure for advertising and bring into favorable notice the opportunities, possibilities and resources of the City of Gulfport Police Department and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 29 Resolution - authorizing an expenditure for advertising and bring into favorable notice the opportunities, possibilities and resources of the City of Gulfport Leisure Services Department and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

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

Motion to Approve, Moved By Cara Pucheu, **Seconded by** Ella Holmes-Hines

Motion to Postpone until the next council meeting, Moved By Cara Pucheu, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 31** Order - by the Gulfport City Council, pursuant to Miss. Code Ann. §17-21-5(2), (Rev. 2003, as amended), authorizing an exemption from municipal ad valorem taxes, excluding school district taxes, based on the increase in assessed value for qualifying capital improvement investments in qualifying structure in the designated redevelopment district, south of the CSX railroad tracks extending from the western city boundary to the eastern city boundary of the newly constructed structure located at 1212 East Beach Boulevard, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified at parcel number 0811H-02-051.000.

Motion to Approve, Moved By Ron Roland, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 32** Order - by the Gulfport City Council, pursuant to Miss. Code Ann. §17-21-5(2), (Rev. 2003, as amended), authorizing an exemption from municipal ad valorem taxes, excluding school district taxes, based on the increase in assessed value for qualifying capital improvement investments in qualifying structure in the designated redevelopment district, south of the CSX railroad tracks extending from the western city boundary to the eastern city boundary of the newly constructed structure located at 1201 Ocean View Drive, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified at parcel number 1011D-01-005.000.

Motion to Approve, Moved By Ron Roland, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 33** Order - by the Gulfport City Council, pursuant to Miss. Code Ann. §17-21-5(2), (Rev. 2003, as amended), authorizing an exemption from municipal ad valorem taxes, excluding school district taxes, based on the increase in assessed value for qualifying capital improvement investments in qualifying structure in the designated redevelopment district, south of the CSX railroad tracks extending from the western city boundary to the eastern city boundary of the newly constructed structure located at 5 Mockingbird Lane, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified at parcel number 1010P-03-026.000.

Motion to Approve, Moved By Ron Roland, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 34** Order - by the Gulfport City Council, pursuant to Miss. Code Ann. §17-21-5(2), (Rev. 2003, as amended), authorizing an exemption from municipal ad valorem taxes, excluding school district taxes, based on the increase in assessed value for qualifying capital improvement investments in qualifying structure in the designated redevelopment district, south of the CSX railroad tracks extending from the western city boundary to the eastern city boundary of the newly constructed structure located at 750 2nd Street, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified at parcel number 0911E-01-024.000.

Motion to Approve, Moved By Ron Roland, Seconded by Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 35** Request - from the Gulfport Police Department for permission to apply for 2017 Homeland Security Grant.

Motion to grant the Police Department permission to apply for the 2017 Homeland Security Grant, Moved By Kenneth Casey, Seconded by Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 36** Request - from "Susan G. Komen Race for the Cure Mississippi Gulf Coast" for street closure and route map for the 4th Annual Race for the Cure scheduled for Saturday, September 9, 2017.

Motion to Approve request from "Susan g. Komen Race for the cure Mississippi Gulf Coast" for street closure and route map for the 4th Annual Race for the Cure scheduled for Saturday, September 9, 2017, Moved By Ella Holmes-Hines, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers
Nay: Cara Pucheu

Budget Amendments / Docket of Claims

- 37** Budget Amendments #43 & #44 - transfer of funds to establish account Golf Course Clubhouse and Cart Path Improvements.

Motion to Approve Budget Amendments, Moved By Ron Roland, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 38** Budget Amendment #45 - to transfer funds to complete the Hwy 49 relocation of utilities project.

Motion to Approve Budget Amendment, Moved By Ron Roland, Seconded by Kenneth Casey**Vote:** Motion Carried By Unanimous Roll Call Vote**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 39** Budget Amendment #46 - to transfer funds within Fire Department for the purchase of jaws of life spreader and cutter.

Motion to Approve Budget Amendment, Moved By Ron Roland, Seconded by Kenneth Casey**Vote:** Motion Carried By Unanimous Roll Call Vote**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 40** Budget Amendment #47 - to transfer funds within Leisure Services Department for the purchase of computer equipment.

Motion to Approve Budget Amendment, Moved By Ron Roland, Seconded by Kenneth Casey**Vote:** Motion Carried By Unanimous Roll Call Vote**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 41** Budget Amendment #48 - to transfer funds to within the water & sewer accounts to continue operations until FY2018.

Motion to Approve Budget Amendments, Moved By Ron Roland, Seconded by Kenneth Casey**Vote:** Motion Carried By Unanimous Roll Call Vote**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 42** Docket of Claims - to be approved through August 9, 2017.

Motion to Approve the Docket of Claims, in the amount of \$10,510,929.03, Moved By Myles Sharp, Seconded by Kenneth Casey**Vote:** Motion Carried By Unanimous Roll Call Vote**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 43** Budget Amendment #49 - to transfer funds within water & sewer for the camera and cleaning of sewer lines on Chamberlain Avenue from 44th Street to Waste Water Treatment Plant.

Motion to Approve Budget Amendment, Moved By Ron Roland, Seconded by Kenneth Casey**Vote:** Motion Carried By Unanimous Roll Call Vote**Aye:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Routine Agenda

Motion to Approve the Routine Agenda as Presented, Moved By R.Lee Flowers,**Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

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

Approved on the Routine Agenda.

- 45** Privilege Licenses - for the month of June 2017 - to be mad a part of the minutes.

Approved on the Routine Agenda.

- 46** Letter - regarding bid awarded by Purchasing for a submersible pump for 2701 Pass Road Lift Station - to be made a part of the minutes.

Approved on the Routine Agenda.

- 47** Letter - regarding bid awarded by Purchasing for utility billing envelopes - Water Department - to be made a part of the minutes.

Approved on the Routine Agenda.

- 48** Letter - regarding bid awarded by Purchasing for HP ProCurve - IT Department - to be made a part of the minutes.

Approved on the Routine Agenda.

- 49** Letter - regarding bid awarded by Purchasing for storage cylinders - Fire Department - to be made a part of the minutes.

Approved on the Routine Agenda.

- 50** Letter of recommendation - requesting permission to purchase an animal control cage from GSA Contract - Police Department - to be made a part of the minutes.

Approved on the Routine Agenda.

- 51** Letter of Recommendation - regarding services to install and take down Christmas Lights.
Approved on the Routine Agenda.
- 52** Letter of Recommendation - regarding the purchase of additional lights for the 2017 Harbor Light Show.
Approved on the Routine Agenda.
- 53** Conveyance Deed - regarding transfer of ownership of space in Evergreen Gardens Cemetery.
Approved on the Routine Agenda.
- 54** Conveyance Deed - regarding transfer of ownership of space in Evergreen Cemetery.
Approved on the Routine Agenda.
- 55** Conveyance Deed - regarding transfer of ownership of space in Evergreen Cemetery.
Approved on the Routine Agenda.
- 56** Plot Name Change - regarding change of name on parcel at Evergreen Cemetery.
Approved on the Routine Agenda.

Public Agenda

Council Comments

No Citizens addressed the council at this time.

Memorial Adjournment

- Mr. Jack Ballard
- Mr. August "Gus" Pique, Jr.
- Mrs. Edna McKnight
- Ms. Minnie Johnson
- Mr. Eligar Belino
- Ms. Wilhelmena Anderson
- Rev. James Scott
- Mr. Colton Nathaniel Zane Jones

Executive Session

General Counsel advised that there was a need to enter executive session to discuss matters relating to easement acquisitions, two (2) subrogation claims involving Kenneth Casey, Sr., and Rebecca Butler which could lead to potential litigation, an update on the Memorandum of Understanding with Harrison County Utility Authority and a status on the Team Waste litigation.

Upon hearing from Counsel, Motion to enter executive session at 4:04 P.M., Moved By Myles Sharp, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

The Council entered executive session at 4:04 P.M. In attendance: Member of the Council: Kenneth Casey (recused and removed himself during discussion of subrogation claim involving himself - out at 4:20 P.M. and in at 4:27 P.M.) , Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp R.Lee Flowers and Cara Pucheu, Mayor Billy Hewes (out at 5:02 P.M.), CAO Dr. John Kelly (out at 4:44 P.M.), General Counsel Hugh Heating, City Attorney Jeff Bruni (out at 4:17 P.M.), Assistant City Attorney Margaret Murdock, Director of Engineering Kris Riemann (out at 4:17 P.M.), Director of Public Works Wayne Miller (out at 4:17 P.M.), , Director of Economic Development David Parker (out at 4:08 P.M.), Clerk of Council Ronda Cole.

Motion to exit Executive Session at 5:27 P.M., Moved by Myles Sharp, Seconded By Kenneth Casey.

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

General Council Hugh Keating stated that no official action was taken in Executive Session.

Upon reconvening in an open meeting, the following action was taken:

Motion to authorize the City to accept \$3,612.88 in full and final settlement of any subrogation lien that the city has against the settlement proceeds obtained by former employee Rebecca Butler as a result of her June, 2014 motor vehicle accident, Moved By Myles Sharp, Seconded By Ella Holmes-Hines

Vote: Motion carried by unanimous roll call vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers and Cara Pucheu

Motion to authorize the Mayor to execute the Memorandum of Understanding (MOU) between the Harrison County Utility Authority (HCUA) and the City of Gulfport, contingent upon and subject to approval of the MOU by the Harrison County Utility Authority and the Harrison County Utility Authority approving Gulfport's exit from the Solid Waste Service Contract, which may also be subject to MDEQ approval of an amended plan; to also amend the text within the MOU, that appears in Number 3, second paragraph, the last sentence should read: "for the remaining term and purposes as set forth in the agreement with Waste Management, but not including any extensions thereof", moved by Myles Sharp, seconded by Kenneth Casey

Vote: Motion carried by unanimous roll call vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers and Cara Pucheu

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn in memory of Mr. Jack Ballard, Mr. August "Gus" Pique, Jr., Mrs. Edna McKnight, Ms. Minnie Johnson, Mr. Eligar Belino, Ms. Wilhelmena Anderson, Rev. James Scott and Mr. Colton Nathaniel Zane Jones until August 22, 2017 at 1:30 P.M. for a regularly scheduled council meeting, Moved by Cara Pucheu, Seconded by Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers and Cara Pucheu

City Clerk

Mayor



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 08/25/2017

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 25, 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 5th day of September, 2017.

Please place the attached item on the Council agenda for September 5, 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 25, 2017

To: Mayor Billy Hewes
City Council Members

From: Code Enforcement

RE: Resolutions declaring property in a state of uncleanness 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 5th day of September, 2017, to the City Council:

WARD 1

- Parcel 1: 0710O-02-020.002. Lots 4-6, Blk. 18, Gulfport Heights – 4421 30th Street. Demolish all structure(s) on property to include the removal of steps, slabs, driveways and sidewalks. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Hall)(DEMO)
- Parcel 2: 0711K-03-040.000. Lots 38-41 Inc., Blk. 1, Dixie Add. – 1101 Dixie Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Boone II)
- Parcel 3: 0711J-07-058.000. Lots 14-15, Blk. 6, Gaston Point Add. – Woodward Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Brooks)
- Parcel 4: 0711G-05-005.000. Lot 6, Blk. 6, Jonestown McCaughan Add. – 2025 47th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Neal)
- Parcel 5: 0711G-05-040.000. Lot 15, Blk. 10, Jonestown McCaughan Add. – 49th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Casey)
- Parcel 6: 0711G-01-054.000. Lots 11-12, Blk. 15, Jonestown McCaughan Add. – 1901 43rd Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Chang & Templeton)
- Parcel 7: 0711G-02-043.000. Lot A, Blk. 11, Gulf Gardens – 1724 Westward Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Gholar)
- Parcel 8: 0711H-04-016.000. Lots 2-3, Blk. 9, Southmoor Heights Resurvey – 3900 16th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Empire Inv. #2)
- Parcel 9: 0811E-03-060.000. 1615 31st Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Property Max Inc.)
- Parcel 10: 0710I-02-028.000. Lots 1-2, Blk. 7, Factory Hill – 3723 & 3725 37th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Hyperion Gulf Coast Ventures)

WARD 2

- Parcel 11: 0711O-03-072.000. Lot 28, Blk. 4, Gaston Point Beach Add. & Lot 36, Camp Add. – 4410 Beach Blvd. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Community Bank Coast)
- Parcel 12: 0711O-01-009.000. Lot 7 & S 38 Ft. of Lot 6, Blk. 2, Alta Vista Subd. – 701 43rd Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Realty Inter. LLC)
- Parcel 13: 0711O-04-020.000. Hwy 90. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Dean & Cecil)
- Parcel 14: 0811K-01-023.000. Lots 20-23, Less S 3.5 Ft. of Lot 20, Blk. 187, Original Gulfport – 2223 14th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (GRC)
- Parcel 15: 0811H-01-042.000. Lots 19-21, Blk. 11, East Gulfport – 1216 19th Street. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Saucier Trustee)

- Parcel 16: 0811A-04-004.000. Lots 5-6, Blk. 5, Broad Acres – 2709 Kelly Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Empire Inv. #2 LLC)
- Parcel 17: 0911D-05-028.000. 2606 5th Avenue. Remove inoperable vehicle(s) from site. Remove all trash and miscellaneous debris from site. (Pizzetta & Shaw)
- Parcel 18: 0910P-01-002.000. Graves Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Graves)
- Parcel 19: 0910P-01-022.000. Lots 5-9, Less Part of Mahalak, Blk. 2, Zeno M Jones Partition – 557 Graves Avenue. Remove inoperable vehicle(s) from site. (Graves)
- Parcel 20: 1010L-06-028.001. 1009 E Pass Road. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Haydel Prop. LP)

WARD 3

- Parcel 21: 0809M-02-004.037. Lot F, Forest Heights – Tulip Court. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Griggs)
- Parcel 22: 0809K-01-001.002. 9342 Hwy 49. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Reed)
- Parcel 23: 0810E-05-009.000. Lot 14, Blk. 375, North Gulfport – 8099 Michigan Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Coast Investments Inc.)
- Parcel 24: 0810E-04-003.000. Lots 1-6 Inc., Blk. 264, North Gulfport – 3108 Monroe Street. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (American Real Est. Acq.)
- Parcel 25: 0810E-06-007.000. Lots 11-12, Blk. 259, North Gulfport – 4615 Illinois Avenue. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (McInnis Est.)
- Parcel 26: 0810E-02-102.000. Lots 7-8, Blk. 318, North Gulfport – 4413 Indiana Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Moffett Jr.)
- Parcel 27: 0810E-04-099.000. Lots 22-23, Blk. 374, North Gulfport – 4216 Michigan Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Rogers)
- Parcel 28: 0810E-04-091.000. Lots 19-21 Inc., Blk. 377, North Gulfport – Adams Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Ayodele)
- Parcel 29: 0810C-02-024.000. Lots 1-5 Inc., Blk. 158, North Gulfport – 8319 Georgia Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Williams & Buckhalter)
- Parcel 30: 0810F-01-096.000. Lots 12-16 Inc., Blk. 250, North Gulfport – 8237 Texas Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Boose)
- Parcel 31: 0810F-01-084.000. Lots 13-14, Blk. 310, North Gulfport – Texas Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Jasper)
- Parcel 32: 0810P-01-127.000. Lots 46-48, Blk. 11, Central Park – 1200 32nd Street. Demolish all structure(s) on property to include the removal of steps, slabs, driveways and sidewalks. (Martin)(DEMO)
- Parcel 33: 0811F-02-051.000. Lots 16-18, Blk. 128, Original Gulfport part of NE1/4 of SE1/4 – 1806 23rd Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Trustmark Nat. Bank)
- Parcel 34: 0810F-04-016.000. Lots 1-2, Blk. 314, North Gulfport – 2506 Madison Street. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Tinner)
- Parcel 35: 0811G-05-008.000. Lots 5-6, Blk. 5, McAlpin Add. – 2013 18th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Secure Prop. LLC)
- Parcel 36: 0811G-04-065.000. Lots 10-11, Blk. 13, Soria City – 1620 Railroad Street. Demolish all structure(s) on property to include the removal of steps, slabs, driveways and sidewalks. Remove tree(s) and all debris from site. (Cook)(DEMO)
- Parcel 37: 0811G-04-048.000. S 80 Ft. of Lots 1-3 Inc., Blk. 14, Soria City – 1904 17th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Booth)

WARD 4

- Parcel 38: 0911B-01-036.000. 246 Lynwood Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Bourgeois)

- Parcel 39: 1009L-02-012.000. 11257 Creel Circle. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Baggett & Roessling)
- Parcel 40: 1009N-02-047.000. Lot 8, Blk. 9, Replat of Brentwood Subd. – 11 Nottingham Circle. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Elroy & Tice)
- Parcel 41: 1010E-03-003.001. 1107 Washington Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Kotsakos)

WARD 5

- Parcel 42: 0808O-02-072.000. Lot 24, Bel-Aire Subd. 7th Add. – 118 Ben Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (ARA Const. & Invest. Inc.)
- Parcel 43: 0808J-04-059.000. Lot 61, Blk. 1, Kerns Add. to Bel-Aire Subd. Part 2 – 11578 Klein Road. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Jones Est.)
- Parcel 44: 0808I-02-001.000. 11465 Three Rivers Road. Cut and clean grounds and remove all trash and miscellaneous debris from site. (HMEM Holdings LLC)
- Parcel 45: 0808I-03-115.000. Lot 8, Blk. 3, Norwood Subd. – 1006 Patricia Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Englebreetsen)
- Parcel 46: 0808I-03-066.000. Lot 7, Blk. 1, Norwood Subd. – 11826 Klein Road. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Gorman Est.)
- Parcel 47: 0908N-05-001.104. Lot 102, Forest North Subd. Ph. 3 – 13204 Warren Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Bradway & Rivers)

WARD 6

- Parcel 48: 0808A-01-009.028. Lot 28, The White Oaks at Mays Place Est. – 14138 Lucky Mays Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (First Texas Bank)
- Parcel 49: 0808H-03-033.000. Lot 274, Olivet Subdivision 1st Add. – 208 Tandy Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Davis & Richardson)
- Parcel 50: 0907I-04-014.000. Lots 2 & 71-72, Blk. 2, Re-Subd. of Biloxi River Estates Unit #1 – 12224 Boles Blvd. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Singley)

WARD 7

- Parcel 51: 0707H-02-002.091. Lot 91, Duckworth Pond – 14096 Lori Place. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Arthur)
- Parcel 52: 0707H-03-046.000. Old Highway 49. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Knight)
- Parcel 53: 0708B-02-018.000. Lot 47, Spring Valley Subd. – 12312 Salisbury Road. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Schultz Jr.)
- Parcel 54: 0708H-02-007.000. Robinson Road. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Cobb)
- Parcel 55: 0808K-03-019.000. Lot 2, Blk. 2, Bel-Aire Subd. 4th Add. – 403 North Wilson Blvd. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Nohrer Jr.)
- Parcel 56: 0808D-03-019.000. Lot 20, Blk. 11, Northwood Hills Subd. – 15448 Mimosa Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Faison)
- Parcel 57: 0808E-01-029.000. Lot 7, Blk. 6, Northwood Hills Subd. – 12161 Depew Road. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Lee)
- Parcel 58: 0808C-01-001.098. Lot 26, Northwood Hills Subd. – 15084 Sagewood Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Perry Est.)
- Parcel 59: 0808B-02-058.000. Lot 38, Briarwood South Subd. – 14410 Karen Court. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Austin Est.)
- Parcel 60: 0808B-02-057.000. Lot 39, Briarwood South Subd. – Karen Court. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Austin Est.)

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 **5th** day of **September, 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:

WARD 1

- Parcel 1: 07100-02-020.002. Lots 4-6, Blk. 18, Gulfport Heights – 4421 30th Street. Demolish all structure(s) on property to include the removal of steps, slabs, driveways and sidewalks. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Hall)(DEMO)
- Parcel 2: 0711K-03-040.000. Lots 38-41 Inc., Blk. 1, Dixie Add. – 1101 Dixie Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Boone II)
- Parcel 3: 0711J-07-058.000. Lots 14-15, Blk. 6, Gaston Point Add. – Woodward Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Brooks)
- Parcel 4: 0711G-05-005.000. Lot 6, Blk. 6, Jonestown McCaughan Add. – 2025 47th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Neal)
- Parcel 5: 0711G-05-040.000. Lot 15, Blk. 10, Jonestown McCaughan Add. – 49th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Casey)
- Parcel 6: 0711G-01-054.000. Lots 11-12, Blk. 15, Jonestown McCaughan Add. – 1901 43rd Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Chang & Templeton)
- Parcel 7: 0711G-02-043.000. Lot A, Blk. 11, Gulf Gardens – 1724 Westward Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Gholar)
- Parcel 8: 0711H-04-016.000. Lots 2-3, Blk. 9, Southmoor Heights Resurvey –

- 3900 16th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Empire Inv. #2)
- Parcel 9: 0811E-03-060.000. 1615 31st Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Property Max Inc.)
- Parcel 10: 0710I-02-028.000. Lots 1-2, Blk. 7, Factory Hill – 3723 & 3725 37th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Hyperion Gulf Coast Ventures)

WARD 2

- Parcel 11: 0711O-03-072.000. Lot 28, Blk. 4, Gaston Point Beach Add. & Lot 36, Camp Add. – 4410 Beach Blvd. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Community Bank Coast)
- Parcel 12: 0711O-01-009.000. Lot 7 & S 38 Ft. of Lot 6, Blk. 2, Alta Vista Subd. – 701 43rd Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Realty Inter. LLC)
- Parcel 13: 0711O-04-020.000. Hwy 90. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Dean & Cecil)
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- Parcel 15: 0811H-01-042.000. Lots 19-21, Blk. 11, East Gulfport – 1216 19th Street. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Saucier Trustee)
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- Parcel 19: 0910P-01-022.000. Lots 5-9, Less Part of Mahalak, Blk. 2, Zeno M Jones Partition – 557 Graves Avenue. Remove inoperable vehicle(s) from site. (Graves)
- Parcel 20: 1010L-06-028.001. 1009 E Pass Road. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Haydel Prop. LP)

WARD 3

- Parcel 21: 0809M-02-004.037. Lot F, Forest Heights – Tulip Court. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Griggs)
- Parcel 22: 0809K-01-001.002. 9342 Hwy 49. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Reed)
- Parcel 23: 0810E-05-009.000. Lot 14, Blk. 375, North Gulfport – 8099 Michigan Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Coast Investments Inc.)
- Parcel 24: 0810E-04-003.000. Lots 1-6 Inc., Blk. 264, North Gulfport – 3108 Monroe Street. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (American Real Est. Acq.)
- Parcel 25: 0810E-06-007.000. Lots 11-12, Blk. 259, North Gulfport – 4615 Illinois Avenue. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (McInnis Est.)
- Parcel 26: 0810E-02-102.000. Lots 7-8, Blk. 318, North Gulfport – 4413 Indiana Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Moffett Jr.)
- Parcel 27: 0810E-04-099.000. Lots 22-23, Blk. 374, North Gulfport – 4216 Michigan Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Rogers)
- Parcel 28: 0810E-04-091.000. Lots 19-21 Inc., Blk. 377, North Gulfport – Adams Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Ayodele)
- Parcel 29: 0810C-02-024.000. Lots 1-5 Inc., Blk. 158, North Gulfport – 8319 Georgia Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Williams & Buckhalter)

- Parcel 30: 0810F-01-096.000. Lots 12-16 Inc., Blk. 250, North Gulfport – 8237 Texas Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Boose)
- Parcel 31: 0810F-01-084.000. Lots 13-14, Blk. 310, North Gulfport – Texas Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Jasper)
- Parcel 32: 0810P-01-127.000. Lots 46-48, Blk. 11, Central Park – 1200 32nd Street. Demolish all structure(s) on property to include the removal of steps, slabs, driveways and sidewalks. (Martin)(DEMO)
- Parcel 33: 0811F-02-051.000. Lots 16-18, Blk. 128, Original Gulfport part of NE1/4 of SE1/4 – 1806 23rd Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Trustmark Nat. Bank)
- Parcel 34: 0810F-04-016.000. Lots 1-2, Blk. 314, North Gulfport – 2506 Madison Street. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Tinner)
- Parcel 35: 0811G-05-008.000. Lots 5-6, Blk. 5, McAlpin Add. – 2013 18th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Secure Prop. LLC)
- Parcel 36: 0811G-04-065.000. Lots 10-11, Blk. 13, Soria City – 1620 Railroad Street. Demolish all structure(s) on property to include the removal of steps, slabs, driveways and sidewalks. Remove tree(s) and all debris from site. (Cook)(DEMO)
- Parcel 37: 0811G-04-048.000. S 80 Ft. of Lots 1-3 Inc., Blk. 14, Soria City – 1904 17th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Booth)

WARD 4

- Parcel 38: 0911B-01-036.000. 246 Lynwood Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Bourgeois)
- Parcel 39: 1009L-02-012.000. 11257 Creel Circle. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Baggett & Roessling)
- Parcel 40: 1009N-02-047.000. Lot 8, Blk. 9, Replat of Brentwood Subd. – 11 Nottingham Circle. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Elroy & Tice)
- Parcel 41: 1010E-03-003.001. 1107 Washington Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Kotsakos)

WARD 5

- Parcel 42: 0808O-02-072.000. Lot 24, Bel-Aire Subd. 7th Add. – 118 Ben Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (ARA Const. & Invest. Inc.)
- Parcel 43: 0808J-04-059.000. Lot 61, Blk. 1, Kerns Add. to Bel-Aire Subd. Part 2 – 11578 Klein Road. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Jones Est.)
- Parcel 44: 0808I-02-001.000. 11465 Three Rivers Road. Cut and clean grounds and remove all trash and miscellaneous debris from site. (HMEM Holdings LLC)
- Parcel 45: 0808I-03-115.000. Lot 8, Blk. 3, Norwood Subd. – 1006 Patricia Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Englebreetsen)
- Parcel 46: 0808I-03-066.000. Lot 7, Blk. 1, Norwood Subd. – 11826 Klein Road. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Gorman Est.)
- Parcel 47: 0908N-05-001.104. Lot 102, Forest North Subd. Ph. 3 – 13204 Warren Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Bradway & Rivers)

WARD 6

- Parcel 48: 0808A-01-009.028. Lot 28, The White Oaks at Mays Place Est. – 14138 Lucky Mays Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (First Texas Bank)
- Parcel 49: 0808H-03-033.000. Lot 274, Olivet Subdivision 1st Add. – 208 Tandy Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Davis & Richardson)
- Parcel 50: 0907I-04-014.000. Lots 2 & 71-72, Blk. 2, Re-Subd. of Biloxi River Estates Unit #1 – 12224 Boles Blvd. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Singley)

WARD 7

- Parcel 51: 0707H-02-002.091. Lot 91, Duckworth Pond – 14096 Lori Place. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Arthur)
- Parcel 52: 0707H-03-046.000. Old Highway 49. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Knight)
- Parcel 53: 0708B-02-018.000. Lot 47, Spring Valley Subd. – 12312 Salisbury Road. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Schultz Jr.)
- Parcel 54: 0708H-02-007.000. Robinson Road. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Cobb)
- Parcel 55: 0808K-03-019.000. Lot 2, Blk. 2, Bel-Aire Subd. 4th Add. – 403 North Wilson Blvd. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Nohrer Jr.)
- Parcel 56: 0808D-03-019.000. Lot 20, Blk. 11, Northwood Hills Subd. – 15448 Mimosa Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Faison)
- Parcel 57: 0808E-01-029.000. Lot 7, Blk. 6, Northwood Hills Subd. – 12161 Depew Road. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Lee)
- Parcel 58: 0808C-01-001.098. Lot 26, Northwood Hills Subd. – 15084 Sagewood Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Perry Est.)
- Parcel 59: 0808B-02-058.000. Lot 38, Briarwood South Subd. – 14410 Karen Court. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Austin Est.)
- Parcel 60: 0808B-02-057.000. Lot 39, Brairwood South Subd. – Karen Court. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Austin Est.)

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: Cory Long, Planner
Urban Development

Date: 08/29/2017

Subject: Acceptance for Perpetual Maintenance - Turtle Creek Subdivision public improvements, release of warranty bond, and transfer of streetlight account to the City of Gulfport - Case # 1006PC083 - Ward 6.

Recommendation:



**DEPARTMENT OF
ENGINEERING**

4050 Hewes Avenue
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-868-5822

August 24, 2017

Mr. Cory Long
Urban Development Planning Division
Post Office Box 1780
1410 24th Avenue, Room 206
Gulfport, MS 39502
Telephone (228) 868-5710
Fax (228) 868-5708
Email: rlong@gulfport-ms.gov

Re: Turtle Creek Subdivision; Roadway Warranty Release

Dear Mr. Long:

On August 17, 2017, Engineering and Public Works conducted a roadway warranty inspection of the referenced subdivision and multiple deficiencies were noted. On August 23, 2017, Engineering conducted a follow-up inspection and the prior deficiencies were satisfactorily addressed by the developer.

We recommend acceptance of the subdivision roadway for perpetual maintenance by the City. Upon approval by the City Council, the warranty period can be terminated and the warranty bond returned to the owners.

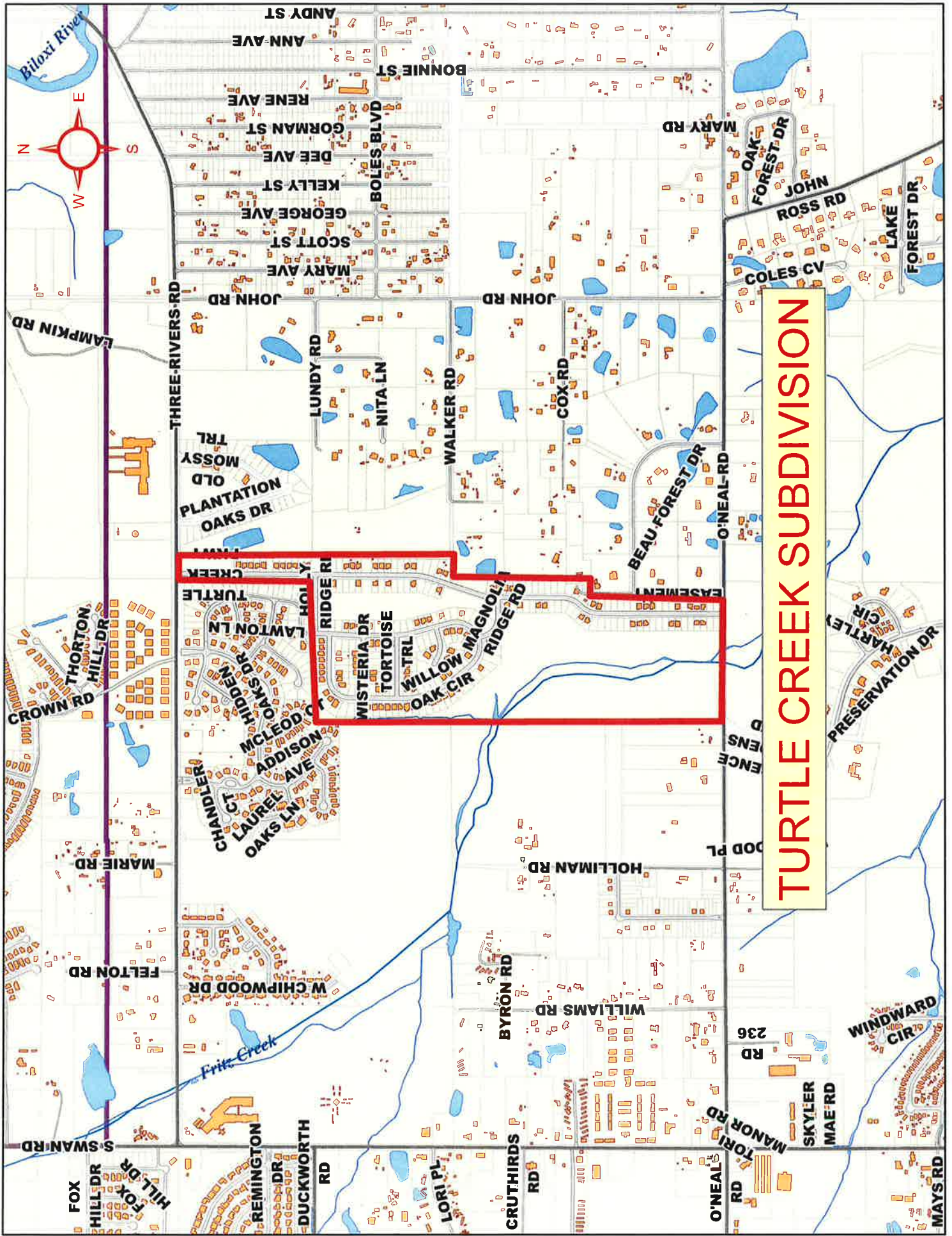
If you have any questions or concerns, please feel free to contact me.

Respectfully,

Jeremy Harrison, E.I.
Assistant City Engineer
City of Gulfport

Cc: Kris Riemann, P.E., Director of Engineering
Wayne Miller, P.E., Director of Public Works
Greg Pietrangelo, Director of Urban Development
David Machado, P.E., Machado/Patano

Attachment: Map





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Code Enforcement

Date: 08/31/2017

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: Margaret Murdock, Assistant Attorney
City Council

Date: 08/30/2017

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

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 PROVIDING FOR THE SALARY OF COMPENSATION FOR CERTAIN POSITION/S 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 Deputy Clerk of Council position has been created for the benefit of the City; and

WHEREAS, the base salary of compensation for a Deputy Clerk of Council shall be \$31,738.72; 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 the Deputy Clerk of Council position shall be \$31,738.72.

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: 08/30/2017

Subject: Resolution - approving the operating budget for Memorial Hospital for fy 2018 and for related purposes.

Recommendation:

Councilmember _____ introduced and moved adoption of the following resolution:

RESOLUTION APPROVING THE BUDGET OF MEMORIAL HOSPITAL AT GULFPORT FOR ITS 2018 FISCAL YEAR

WHEREAS, the Board of Trustees of Memorial at Gulfport has filed its Budget for its fiscal year from October 1, 2017, to September 30, 2018, and requested approval of said Budget; and

WHEREAS, the Council of the City of Gulfport has reviewed the said Budget and finds that it should be approved;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, that the Budget of Memorial Hospital at Gulfport for the fiscal year 2018, a copy of which is on file with the City Clerk, be and it hereby is approved with the understanding that except as to funding previously authorized or authorized subsequent to this date by separate resolutions, funds for the Hospital's Budget shall not be provided by the City of Gulfport.

Councilmember _____ seconded the above and foregoing motion, and after discussion a vote of the members present was taken with the following results:

Councilman Kenneth L. Casey, Sr. voted: _____

Councilman Ron Roland voted: _____

Councilwoman Ella Holmes-Hines voted: _____

Councilman F.B. "Rusty" Walker, IV voted: _____

Councilman Myles Sharp voted: _____

Councilman Robert "R.Lee" Flowers voted: _____

Councilwoman Cara L. Pucheu voted: _____

The President declared the motion carried and the resolution adopted this the ____ day of September, 2017.

SEAL:

ADOPTED:

ATTEST:

Clerk of Council

President

The above and foregoing Resolution having been submitted and approved by the Mayor this the ____ day of September, 2017.

APPROVED:

Mayor



Compassion • Integrity • Excellence

FY 2018 BUDGET

City of Gulfport

Memorial Hospital at Gulfport

Date: September 5, 2017



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Executive Summary of Fiscal Year (FY) 2018 Budget

Overview

The healthcare industry continues to be challenged by changes implemented in governmental Federal and state government reimbursement programs (Medicare and Medicaid). Public finance rating agencies (Moody's, Fitch and Standard and Poor's) all expect the reimbursement changes (those implemented and those scheduled) to remain a long-term challenge for the public hospital sector. Moody's recently released its outlook and forecasts the not-for-profit and public healthcare sector revenues levels will not keep pace with rising expense growth. Key areas of expense growth in the industry include pharmaceuticals, surgical devices and nursing and other clinical salaries.

Medicare and Medicaid funding changes have negatively impacted Memorial's operations. The Medicare and Medicaid programs represent 75% of the hospital's business. Since 2011, the Affordable Care Act (ACA) and other regulatory cuts (Sequestration, Two Midnight Rule, and Wage Index Reclassification) have cumulatively reduced Medicare payments to Memorial by over \$25M. While the 2018 Medicare payment rules provide some improved funding (estimated at a \$3.5M increase), Medicare still pays below cost for the services provided to their beneficiaries. Medicaid also pays below cost. On the state level, Memorial believes the Division of Medicaid (DOM), from 2014 to 2017, misallocated Medicaid supplemental payments. This misallocation underfunded services provided to Medicaid beneficiaries and uninsured residents by \$29M. We are continuing to litigate against DOM for these underpayments. We do not expect the litigation to be resolved during FY 2018 and expect a 12-24 month legal process remains.

The 2018 budget was prepared in response to the funding challenges outlined above. The underlying goal in our FY 2018 budget is to continue the strategy set in 2017: to enhance the long-term viability of our core services (Emergency Room Trauma Care, Medical/Surgical Acute care, Telemetry care, Intensive Care, Neonatal Intensive Care (NICU) and maintain community access to these healthcare services. To that end, the 2018 budget reflects the impact of our two major 2017 initiatives: (1) to sell the Memorial Behavioral Health (MBH) operations (scheduled for September 30, 2017) and to (2) restructure post-acute Inpatient (IP) Medical Rehabilitation services by transferring/outourcing operations with a national rehabilitation provider (implemented March 31, 2017). These two initiatives reduce our non-core Medicaid Medicare funding risk and maintains access for the community while preserving the jobs of those services employees.

The 2018 budget also includes initiatives that will better align our cost structure with governmental payment programs. We will partner with the University of Mississippi Medical Center (UMMC) involving our NICU and pediatric services. This partnership, scheduled to begin in early calendar year 2018 will enhance pediatric care services for the Mississippi coast as UMMC through contract will help manage the NICU and Memorial's pediatric clinics transfer to UMMC control. Memorial is also committed to a length-of-stay reduction initiative that will result in the more efficient use of the hospital's existing bed capacity. Additionally, Memorial is finalizing implementation plans for a revised Emergency Room (ER) financial policy to screen non-urgent patients (approximately 40% of our ER volume) and directing them to our walk-in clinics to receive their care. This policy will free up our Level II ER to focus on the urgent patients while allowing the non-urgent patients to be treated in a more appropriate setting. As a further

cost control measure, we are reviewing contractual relationships with vendors and suppliers for cost reduction opportunities.

The above initiatives, along with volume increases in core services operations, are projected to yield operating income of \$5.1M in FY2018, up from the projected operating loss of \$6.1M in FY 2017.

Volume/Revenue Services

- Due to reductions associated with the MBH and Rehab initiatives and a length of stay initiative, total admissions and inpatient days are expected to decrease by 5.8% and 13.3% respectively. That total includes increases in pediatric and NICU admissions related to the UMMC initiative.
- Outpatient hospital service volumes and physician clinic visit volumes are slated to slightly decrease (5%) with the MBH transition and UMMC pediatric initiative, offset by growth associated with increases in adult Primary Care and Medical Oncology. Our Level II Trauma Center will continue to be fully staffed in FY 2018.
- Revenues for FY 2018 are essentially flat to 2017, with reductions associated with the MBH/ Rehab initiatives offset by routine service line growth and the revenue initiatives above.

Cost Structure

Total costs are 1% below FY 2017, due to MBH and Rehab and other cost reduction initiatives. Unit of service costs are 1% below FY 2017 as well, comparing with CMS national industry inflation projections of a 2.7% increase. Full time equivalents (FTEs) reported will decline 202 FTEs (6%) primarily associated with the MBH, Rehab, UMMC initiatives and the outsourcing of Dietary services. Each of these initiatives preserves employee's jobs with the new operator.

Pension Funding

The FY2018 budget fully funds the projected actuarial required funding for the Defined Benefit Plan at \$10.7M.

Un-sponsored Care Obligations

Memorial Hospital continues to be the safety net hospital for Harrison County and the City of Gulfport with 9% of its services and costs committed to the medically needy.

Rates

Net patient revenue per unit of service is expected to be flat to FY 2017. National industry rate levels are projected to increase an average of 7-9%.

Cash Flow

The FY 2018 Budget produces an expected cash flow of \$13.9M after \$7M is utilized for routine replacement and upgrades of capital equipment and a projected \$10.4M is deployed for State approved projects to upgrade the facility.

Key Risk Factors

State, local, and Industry wide forces that could impact budget performance:

- Repeal and Replace legislation in Congress
- Medicaid Technical Amendment legislation at the state level
- Medicare/Medicaid reimbursement reductions
- Volume assumptions
- Local unemployment levels
- Local healthcare labor market shortages



Recent Financial Trends (\$000)

	FY13 Actual	FY15 Actual	FY16 Actual	FY17 Budget	FY17 Projected	FY18 Budget
Net Patient Revenues	387,944	439,759	475,982	484,188	504,189	507,901
Other Operating Revenue	8,915	7,848	7,647	8,930	7,935	8,397
Total Operating Revenue	396,859	447,607	483,629	493,118	512,124	516,298
Operating Expenses						
Salaries & Wages	172,723	203,929	223,575	224,946	236,939	225,605
Contract Salaries	415	6,679	5,271	2,778	2,339	1,693
Employee Benefits	36,817	34,558	37,911	34,164	41,184	40,165
Fees Pd to Indv & Org	7,795	8,396	9,021	8,037	7,176	6,544
Supplies & Other Expenses	103,557	122,134	134,901	137,342	146,545	151,207
Purchased Services	34,258	35,313	39,273	38,221	40,878	45,082
Interest	3,253	3,557	2,806	3,042	1,028	1,028
Depreciation and Amortization	20,729	28,122	31,409	33,445	29,351	28,325
Dsh/UPL Tax	12,488	13,232	12,770	11,073	12,781	11,503
Total Expenses	392,035	455,920	496,938	493,048	518,221	511,151
Income from Operations	4,824	(8,313)	(13,310)	69	(6,097)	5,147
Other Investments/Gifts	1,294	2,141	3,985	17,942	21,363	1,209
MFSMMHAHSIMP/NSHC	112	96	514	352	207	207
Net Income (Loss)	6,231	(6,077)	(8,311)	18,363	15,473	6,563

MEMORIAL HOSPITAL
BUDGETED UTILIZATION STATISTICS
FISCAL YEAR 2018

	ACTUAL FY 2013	ACTUAL FY 2014	ACTUAL FY 2015	ACTUAL FY 2016	PROJ FY 2017	BUDGET FY 2018
Average Beds in Use (Excluding Newborns)	371	348	369	349	342	299
% Occupancy (of Beds in Use, Excluding Newborns)	61.1%	66.2%	63.9%	71.9%	69.5%	68.9%
Admissions (Excluding Newborns)	15,969	15,765	15,931	16,583	15,970	15,042
Behavioral Health	1,586	1,315	1,240	1,277	1,317	0
Intermediate/Intensive	5,063	5,251	6,389	7,092	7,073	7,253
Pediatric	591	459	407	443	392	548
Rehabilitation	564	620	642	689	257	0
Neonatal Intensive Care	399	373	408	314	261	267
Routine	7,766	7,747	6,845	6,768	6,670	6,975
Patient Days (Excluding Newborns)	82,788	84,036	86,027	91,601	86,696	75,146
Behavioral Health	10,322	7,580	7,665	8,463	8,494	0
Intermediate/Intensive	28,483	31,118	33,255	38,410	37,421	35,912
Pediatric	1,555	1,137	1,123	1,118	1,072	1,494
Rehabilitation	7,374	8,078	7,919	8,361	3,218	0
Neonatal Intensive Care	3,663	3,857	4,382	4,436	4,148	4,248
Routine	31,391	32,266	31,683	30,813	35,177	33,492
Average Length of Stay (Excluding Newborns)	5.2	5.3	5.4	5.5	5.4	5.0
Behavioral Health	6.5	5.8	6.2	6.6	6.4	0.0
Intermediate/Intensive	5.6	5.9	5.2	5.4	5.3	5.0
Pediatric	2.6	2.5	2.8	2.5	2.7	2.7
Rehabilitation	13.1	13.0	12.3	12.1	12.5	0.0
Neonatal Intensive Care	9.2	10.3	10.7	14.1	15.9	15.9
Routine	4.0	4.2	4.6	4.6	5.3	4.8
Outpatient Visits	178,077	186,210	165,704	188,326	199,182	187,331
Emergency Visits	73,806	73,585	77,205	75,147	72,363	60,636
Other Outpatient Visits	104,271	104,271	88,499	113,179	126,819	126,695
Physician Clinic Visits	373,777	450,998	445,135	443,140	458,491	436,288
Full-Time Equivalents (Excludes Contract Personnel)	2,605	2,732	2,926	3,145	3,278	3,080
Full-Time Equivalents (Includes Contract Personnel)	2,613	2,742	2,987	3,190	3,295	3,093
Sources of Gross Patient Revenue - Hospital	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Medicare/Medicare Managed Care	50.84%	50.76%	52.00%	52.66%	55.25%	55.69%
Medicaid/Medicaid Managed Care	12.93%	13.13%	13.42%	13.63%	11.60%	11.12%
Commercial/PPO	21.61%	19.47%	20.33%	18.43%	19.11%	19.27%
Uninsured	11.74%	11.64%	9.54%	9.38%	8.86%	8.72%
Other	2.88%	5.00%	4.71%	5.90%	5.18%	5.20%
Sources of Gross Patient Revenue - Physician Clinics	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Medicare/Medicare Managed Care	44.82%	42.88%	53.00%	56.49%	56.70%	57.69%
Medicaid/Medicaid Managed Care	8.97%	11.73%	8.40%	9.69%	9.94%	9.12%
Commercial/PPO	20.57%	14.79%	27.74%	24.25%	24.74%	24.73%
Uninsured	6.15%	9.67%	4.40%	2.17%	1.47%	1.46%
Other	19.50%	20.94%	6.46%	7.40%	7.15%	7.00%

Memorial Hospital

BUDGETED STATEMENT OF REVENUES AND EXPENSES

FISCAL YEAR 2018(\$000)

Gross Patient Revenues	3,944,652
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Net Patient Revenues	507,901
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Plus:	Other Revenues	8,397
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Total Revenues	516,298
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	<u>Operating Expenses</u>	
Less:	Labor Expense	227,298
	Employee Benefits	40,165
	Medical Supplies	50,302
	Other Supplies & Misc Expense	152,531
	Interest	1,028
	Depreciation & Amortization	28,325
	DSH/UPL Tax	11,502
		511,151

Budgeted Excess (Deficit) of Revenues Over Expenses	5,147
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Memorial Hospital
Budgeted Cash Flows
Fiscal Year 2018

EXCESS OF REVENUES OVER EXPENSES		6,563,217
ADD:	DEPRECIATION & AMORTIZATION	<u>28,324,703</u>
CASH FLOW BEFORE CAPITAL EXPENDITURES		34,887,920
LESS:	PRINCIPAL PAYMENTS	3,511,295
LESS:	CAPITAL EXPENDITURES	
	ROUTINE	(7,000,000)
	CONSTRUCTION PROJECTS	(10,432,000)
	TOTAL	<u>(17,432,000)</u>
NET CASH FLOW		<u><u>13,944,625</u></u>

Memorial Hospital at Gulfport
BUDGETED NET PATIENT REVENUES
FISCAL YEAR 2018

Budget
2018

2A/B Obstetrics	1,780,539
3A Pediatrics	1,007,086
3B Oncology	3,991,006
3C/D Telemetry	6,741,490
4A/B Telemetry	9,975,813
4C/5C Medical	3,104,634
4D Ortho/Neuro	5,659,209
5A/B Surgical	5,647,235
Acute Speech	513,786
Anesthesia	5,712,830
Blood Bank	1,758,819
Breast Feeding Ctr	55,642
Cardiac Observation	1,685,680
Cardiac Rehab	60,980
Cardiology	13,460,830
CCL	46,383,943
CHF Clinic	2,080,229
Clinic Operations	16,517,788
Clinical Dieticians	15,500
CT Scan	30,085,352
Emergency Services	27,638,812
Endoscopy	5,337,851
ESRD Acute	4,195,006
ICU	13,932,618
Labor & Delivery	4,630,536
Laboratory	52,764,323
MRI	9,164,248
Neurology	2,823,597
NICU	2,776,457
Nuclear Med	7,109,810
Nursery	826,743
Observation	178,754
Oncology Services	33,306,782
Pharmacy	51,586,861
PM&R Clinic	2,273,336
Progressive Care Unit	4,019,936
Radiation Oncology	6,317,195
Radiology	18,729,594
Rehab Acute OT	881,170
Rehab Acute PT	1,985,243
Respiratory Care	22,944,984

Memorial Hospital at Gulfport
BUDGETED NET PATIENT REVENUES
FISCAL YEAR 2018

Budget
2018

Surgery Operations	46,107,549
Ultrasound	3,441,329
Urology/Lithotripsy	3,900,625
Utilities/Corporate Svcs/Benefits/Other Overhead Exp	88,631
Vascular Lab	3,104,403
Wound Management	3,355,163
Contract Pharmacy	18,241,052
Total	507,900,998

Memorial Hospital at Gulfport
Budgeted Direct Labor and Non-Labor Expense
Fiscal Year 2018

Budget
2018

2A/B Obstetrics	1,748,127
3A Pediatrics	824,644
3B Oncology	2,804,749
3C/D Telemetry	4,901,279
4A/B Telemetry	5,449,699
4C/5C Medical	9,971,328
4D Ortho/Neuro	4,007,469
5A/B Surgical	3,563,326
Acute Speech	189,056
Admin - Pat Care/Quality	297,342
Ambulatory Svcs Admin	425,661
Anesthesia	5,548,190
Biomed	5,233,948
Blood Bank	1,954,827
Breast Feeding Ctr	152,515
Cardiac Observation	1,249,091
Cardiac Rehab	140,933
Cardiac Svcs Admin	983,302
Cardiology	1,231,788
Cash Management	502,873
CCL	13,982,376
CHF Clinic	703,351
Clinic Operations	61,648,361
Clinical Dieticians	331,567
Clinical Operations	1,851,366
CT Scan	1,748,513
Emergency Services	19,653,122
Endoscopy	1,929,936
Engineering	7,486,877
Environmental Svcs	3,707,733
ESRD Acute	1,629,392
Food/Nutrition Svcs	5,155,333
Health Information Mgmt	3,669,616
ICU	12,670,160
Labor & Delivery	2,334,809
Laboratory	14,478,868
Linen/Laundry	1,043,070
MBH Acute Adolescents	25,626
Medical Staff Svcs	402,803
Medical/Surgical Admin	360,471
MRI	1,137,194
Neurology	234,649
NICU	2,719,887

Memorial Hospital at Gulfport
Budgeted Direct Labor and Non-Labor Expense
Fiscal Year 2018

Budget
2018

Nuclear Med	1,699,997
Nursery	857,786
Observation	601,500
Oncology Services	31,042,526
OP Center	782,540
Pastoral Svcs	108,918
Patient Financial Svcs	4,197,499
Patient Registration	2,922,722
Pharmacy	20,981,059
Physician Business Services	2,153,777
PM&R Clinic	5,133,795
Progressive Care Unit	1,668,448
Radiation Oncology	4,579,669
Radiology	7,904,783
Rehab Acute OT	224,442
Rehab Acute PT	783,028
Rehab Admin Services	536,507
Respiratory Care	4,151,978
RN Interns	733,681
Social Services	380,738
SPD	2,438,538
Sterile Processing	866,205
Surgery Operations	58,214,007
Ultrasound	834,823
Urology/Lithotripsy	4,549,625
Utilities/Corporate Svcs/Benefits/Other Overhead Exp	128,726,065
Vascular Lab	343,202
Womens Svcs Admin	210,293
Wound Management	1,934,624
DSH/UPL	11,503,000
Total	511,151,000

Memorial Hospital at Gulfport

FTE Report Fiscal Year 2018

DEPT	Budget 2018
2A/B Obstetrics	31.46
3A Pediatrics	14.26
3B Oncology	49.55
3C/D Telemetry	87.78
4A/B Telemetry	101.52
4C/5C Medical	55.47
4D Ortho/Neuro	69.82
5A/B Surgical	58.75
Acute Speech	2.07
Admin - Pat Care/Quality	2.73
Ambulatory Svcs Admin	5.12
Anesthesia	27.30
Biomed	13.25
Blood Bank	2.05
Breast Feeding Ctr	2.10
Cardiac Observation	19.67
Cardiac Rehab	3.30
Cardiac Svcs Admin	7.91
Cardiology	23.62
Cash Management	16.07
CCL	35.82
CHF Clinic	10.23
Clinic Operations	452.51
Clinical Dieticians	5.96
Clinical Operations	23.41
CT Scan	15.27
Emergency Services	165.09
Endoscopy	15.20
Engineering	46.77
Food/Nutrition Svcs	23.81
Health Information Mgmt	49.39
ICU	107.64
Labor & Delivery	31.77
Laboratory	87.42
Linen/Laundry	0.45
Medical Staff Svcs	4.37
Medical/Surgical Admin	4.71
MRI	8.48
Neurology	4.18
NICU	32.20
Nuclear Med	6.11
Nursery	11.81
Observation	8.96
Oncology Services	31.03
OP Center	12.40
Pastoral Svcs	1.98
Patient Financial Svcs	47.30
Patient Registration	83.42
Pharmacy	60.64
Physician Business Services	55.57

Memorial Hospital at Gulfport

FTE Report
Fiscal Year 2018

DEPT	Budget 2018
PM&R Clinic	34.30
Progressive Care Unit	27.04
Radiation Oncology	20.04
Radiology	99.00
Rehab Acute OT	3.00
Rehab Acute PT	9.96
Rehab Admin Services	5.81
Respiratory Care	58.07
RN Interns	14.55
Social Services	7.12
SPD	29.22
Sterile Processing	22.05
Surgery Operations	248.39
Ultrasound	10.28
Urology/Lithotripsy	28.12
Utilities/Corporate Svcs/Benefits/Other Overhead Exp	412.30
Vascular Lab	6.45
Womens Svcs Admin	3.64
Wound Management	16.60
Total	<u>3,093.68</u>



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Elizabeth MacMillan, Office Manager
Leisure Services

Date: 08/17/2017

Subject: Resolution - approving Agreement with Brown, Mitchell & Alexander, Inc., for Construction Engineering & Inspection Services in connection with the Ship Island Ferry Boat Terminal Facility Improvements Project and authorizing the Mayor to execute the same.

Recommendation:

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT AGREEMENT WITH BROWN, MITCHELL & ALEXANDER, INC., FOR CONSTRUCTION ENGINEERING & INSPECTION SERVICES IN CONNECTION WITH THE SHIP ISLAND FERRY BOAT TERMINAL FACILITY IMPROVEMENTS PROJECT, TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to make improvements to the Ship Island Ferry Boat Terminal located at the Bert Jones Yacht Basin near Jones Park in the City of Gulfport, including an open air pavilion, access pier and water and sewer services to the pier; and

WHEREAS, professional construction engineering and inspection services are required to proceed with the aforementioned Ship Island Ferry Boat Terminal Facility Improvements Project (hereinafter, “the Project”); and

WHEREAS, the scope of services includes, but is not limited to, consulting engineering services for the construction contract, engineering administration of construction, survey work, maintaining daily activity records with quantities of work completed; and

WHEREAS, a proposed Construction Engineering & Inspection Services Contract between the City of Gulfport and Brown, Mitchell & Alexander, Inc., which shall be subject to a not to exceed limit of \$104,805.04, is attached hereto for consideration as Exhibit “A” hereto.

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

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

SECTION 2. That the Construction Engineering & Inspection Services Contract between the City of Gulfport and Brown, Mitchell & Alexander, Inc., be and it is hereby approved in substantially the form as is found in Exhibit “A” to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport, subject to the approval of MDOT.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

MAYOR



DEPARTMENT OF
LEISURE SERVICES

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5881
Fax: 228-868-5883

To: Connie Debenport, Purchasing

CC: Linda Elias, Finance

From: Gus Wesson

Date: 8/15/17

Re: Recommendation to Approve Construction Engineering and Inspection
Services Agreement – After MDOT Review Ship Island Ferry Boat Terminal
Facility Improvements Project City of Gulfport, Mississippi - FBD-0200-
00(020)104143-301000

Jones Building
1422 23rd Avenue
Gulfport, MS 39501

Attached for your consideration is the Contract Agreement for Construction Engineering and Inspection Services with Brown, Mitchell, & Alexander, Inc. for the referenced project. The cost of these services shall not exceed \$104,805.04. The scope of the services includes, but is not limited to, consulting engineering services for the construction contract, engineering administration of construction, survey work, maintaining daily activity records with quantities of work completed. This project is for Ship Island ferry boat terminal facility improvements, including an open air pavilion, access pier, and water and sewer services to the pier.

I recommend approval, contingent on the approval of the Mississippi Department of Transportation. Please place this item on the September 5, 2017 Council Agenda.

A handwritten signature in black ink, appearing to read "Gus Wesson", written over a horizontal line.

Gus Wesson, Director

ORIGINAL

ESC
Rev. 06/05/09 (Base)
Rev. 08/26/16 (This form)

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

**Ship Island Ferry Boat Terminal Facility Improvements Project
FBD-0200-00(020)104143-301000
Gulfport, Harrison County, Mississippi**

THIS CONTRACT, is made and entered into by and between the City of Gulfport, Mississippi, a body Politic of the State of Mississippi (the "LPA"), and, Brown, Mitchell & Alexander, Inc. (the "CONSULTANT"), a Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is 401 Cowan Road, Suite A, Gulfport, Mississippi 39507, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction Engineering services for Ship Island Ferry Boat Terminal Facility Improvements Project, including an open air pavilion and access pier, and water, sewer and electrical services to the pier, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform Engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all Engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDOT and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction Engineering services of the CONSULTANT under this contract shall start with the date of FHWA/MDOT concurrence in the award of the construction contract by the LPA, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction Engineering services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or

employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

D. Retainage

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed

above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of

this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Harrison County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Harrison County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility - as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the

performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT and/or the LPA's intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT and/or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging

and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:

City of Gulfport

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

(228) 868-5810 (office)

Email: bhewes@gulfport-ms.gov

For Technical Matters:

City of Gulfport

Gus Wesson
Director of Leisure Services
P.O. Box 1780
Gulfport, MS 39502

(228) 868-5881 (office)

gwesson@gulfport-ms.gov

CONSULTANT:

For Contractual Matters:

Brown, Mitchell & Alexander, Inc.

Dax Alexander, P.E.

President

401 Cowan Road Suite A

Gulfport, MS 39507

(228) 864-7612

(228) 864-7676 Fax

email: dax@bmaengineers.com

For Technical Matters:

Brown, Mitchell & Alexander, Inc.

Benjamin Smith, P.E.

Vice President, Project Engineer

401 Cowan Road Suite A

Gulfport, MS 39507

(228) 864-7612

(228) 864-7676 Fax

email: ben@bmaengineers.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # 14208

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E # 18333

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 2017.

City of Gulfport

Honorable Billy Hewes, Mayor

WITNESS this my signature in execution hereof, this the 10th day of Aug, 2017.

BROWN, MITCHELL & ALEXANDER, INC.

BY: Dax Alexander
Dax Alexander, P.E., President

ATTEST: Michelle Phillips
(for CONSULTANT)

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1-A

EVIDENCE OF AUTHORITY

BROWN, MITCHELL, & ALEXANDER, INC.

WHEREAS, it has been requested that a copy of a resolution granting authority for certain company officials or agents to sign responses, proposals or contracts on behalf of the Corporation be included:

NOW THEREFORE BE IT RESOVLED, that Dax B. Alexander, P.E., is President of Brown, Mitchell & Alexander, Inc. (Corporation) and has full authority to execute proposals, letters, or contracts on behalf of the Corporation.

SIGNATURE: Dax Alexander

TITLE: President

DATE: 8/10/17

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 10th day of August, 2017, within my jurisdiction, the within named Dax B. Alexander, P.E., who acknowledged that he is President of Brown, Mitchell & Alexander, Inc., a Mississippi corporation, and that for and on behalf of the said Corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said Corporation to do so.

My Commission Expires:

April 29, 2021



Michelle R. Phillips
Notary Public

Printed Name of Notary:

Michelle R. Phillips

EXHIBIT 1-B

EVIDENCE OF AUTHORITY

CITY OF GULFPORT, MISSISSIPPI

WHEREAS, it has been requested that a copy of a resolution granting authority for certain City of Gulfport (LPA) officials or agents to sign responses, proposals or contracts on behalf of the City of Gulfport (LPA) be included:

NOW THEREFORE BE IT RESOVLED, that the Honorable Billy Hewes is the Mayor of Gulfport, Mississippi (LPA) and has full authority to execute proposals, letters, or contracts on behalf of the City of Gulfport (LPA).

SIGNATURE: _____

TITLE: _____

DATE: _____

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 20__, within my jurisdiction, the within named Honorable Billy Hewes, who acknowledged that he is Mayor of Gulfport, Harrison County, Mississippi, and that for and on behalf of the said City, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized executive power of the municipality under Miss. Code Ann. Sec. 21-8-15 to do so.

Notary Public

My Commission Expires:

Printed Name of Notary:

EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:

The Engineering administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:

Construction Engineering services shall consist of all Engineering work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project Engineer and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The Engineer's daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project Engineer are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT ENGINEER.

The CONSULTANT shall furnish a resident Project Engineer, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project Engineer and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project Engineer are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. **General:**

The resident Project Engineer's dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project Engineer dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project Engineer shall generally communicate with the LPA.

II. **Duties and Responsibilities of the resident Project Engineer:**

A. **Schedules:**

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. **Conferences and Meetings:**

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.
- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

- a. Record the date of receipt of Shop Drawings and samples.
- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.
- c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project Engineer:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of **\$ 104,805.04** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. The estimated FOCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FOCM.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (e.g. no meal reimbursement when there is no overnight stay).

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT'S cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Table 1: Rate Schedule for Labor Hours

PERSONAL NAME	LABOR CLASSIFICATION	Loaded Rate
Dax Alexander, P.E.	Principal	137.23
Benjamin Smith, P.E.	Project Manager	119.06
Grady Martin, P.E.	Project Engineer	90.10
	Sr CADD Technician	76.16
	Inspector (RPR)	76.16
	Administrative Assistant	68.57
	Engineer Intern	49.58
	Registered Land Surveyor	80.03
	Survey Crew Chief	49.29

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed **\$104,805.04.** (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
\$86,559.61	\$4,053.60	\$14,191.83	104,805.04

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

SUPPORTING DATAProject No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	0.00	0.00	0.00	0.00
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			0.00	0.00
Project Total			0.00	0.00

EXHIBIT 5

**NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT
DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY**

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel - personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" - for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 10th day of Aug, 2017.

Brown, Mitchell & Alexander, Inc.

BY: Dax Alexander
Dax Alexander, P.E., President

ATTEST: Jana Bourgeois

My Commission Expires:

4/29/21



Michelle R. Phillips

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the ____ day of _____, 2017.

LPA: CITY OF GULFPORT, MS

Honorable Billy Hewes, Mayor

EXHIBIT 8

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EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

170798

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:

Dax Alexander
Authorized Officer or Agent

8/10/17
Date

Dax Alexander, P.E., President

Printed Name of Authorized Officer or Agent

Brown, Mitchell & Alexander, Inc.

Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 10th day of August, 2017.



Michelle Rae Phillips
NOTARY PUBLIC

My Commission Expires: 4/29/21

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

{Insert the Cost Fee Schedule for CE and I Projects from the gomdot.com web site here}

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

SHIP ISLAND FERRY BOAT TERMINAL FACILITY

Prepared for:

Mississippi Department of Transportation

Project Number:

FBD-0200-00(020)/104143-301000

GULFPORT, MS

Prepared by: **Brown, Mitchell & Alexander, Inc.**

Date Submitted: **02.24.17**

Date Revised: **07.13.17**

Date Revised: **08.09.17**

Cost Summary

SHIP ISLAND FERRY BOAT TERMINAL FACILITY

FBD-0200-00(020)/(104143-301000

Construction Engineering & Inspection Services

Brown, Mitchell & Alexander, Inc.

Labor Costs

CE&I Services	\$	86,559.61
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Direct Costs

CE&I Services	\$	4,053.60
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Subtotal	Brown, Mitchell & Alexander, Inc.	
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\$	90,613.21
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Eley Guild Hardy Architects, P.A.

Labor Costs

CE&I Services	\$	11,992.46
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Direct Costs

CE&I Services	\$	-
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Subtotal Cost	Eley Guild Hardy Architects, P.A.	
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\$	11,992.46
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Quality Engineering Services, Inc.

Material Testing

CE&I Services		\$2,199.37
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Subtotal Cost	Quality Engineering Services, Inc.	
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\$	2,199.37
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PROJECT TOTAL COSTS

\$	104,805.04
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Back-up must be provided for all SubConsultants

If additional sheets are required, Consultant will be responsible for accuracy

BILLING RATE TABLE

Brown, Mitchell & Alexander, Inc.

Construction Engineering & Inspection Services

Home Overhead Rate ²	160.42%
Field Overhead Rate ²	160.42%
Profit	12.00%

REGULAR BILLING TIME - 2017

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Principal	\$ 47.05	\$ 75.48	\$ 14.70	\$ 137.23
Project Manager	\$ 40.82	\$ 65.48	\$ 12.76	\$ 119.06
Project Engineer	\$ 30.89	\$ 49.55	\$ 9.65	\$ 90.10
Sr. CADD Technician	\$ 26.11	\$ 41.89	\$ 8.16	\$ 76.16
Inspector (RPR)	\$ 26.11	\$ 41.89	\$ 8.16	\$ 76.16
Administrative Assistant	\$ 23.51	\$ 37.71	\$ 7.35	\$ 68.57
Engineer Intern	\$ 17.00	\$ 27.27	\$ 5.31	\$ 49.58
Registered Land Surveyor	\$ 27.44	\$ 44.02	\$ 8.58	\$ 80.03
Survey Crew Chief	\$ 16.90	\$ 27.11	\$ 5.28	\$ 49.29

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Inspector (RPR)	\$ -	\$ -	\$ -	\$ -
Inspector II	\$ -	\$ -	\$ -	\$ -
{additional classifications}	\$ -	\$ -	\$ -	\$ -

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

2017 HOUR DISTRIBUTION / LABOR COSTS

Brown, Mitchell & Alexander, Inc.
Construction Engineering & Inspection Services

FBD-0200-00(020)/104143-301000

REGULAR HOURS ONLY																
POSITION TITLE	Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	1	2	3	4	5	6	7	8	9	10	11	12				
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June							
Principal	4	2	2	2	2	2	2	2	2	2			0	20	\$ 137.23	\$ 2,744.62
Project Manager		8	8	8	8	8	8	8	8	4			0	60	\$ 119.06	\$ 7,143.59
Project Engineer	40	32	32	32	32	32	32	32	48				0	312	\$ 90.10	\$ 28,110.26
Sr. CADD Technician		2		2		2			24				0	30	\$ 76.16	\$ 2,284.65
Inspector (RPR)		60	60	60	60	60	60	60	8				0	428	\$ 76.16	\$ 32,594.40
Administrative Assistant	6	12	12	12	12	12	12	12	16				0	106	\$ 68.57	\$ 7,268.60
Engineer Intern	2	8	8	8	8	8	8	8	8				0	66	\$ 49.58	\$ 3,272.54
Registered Land Surveyor		8	1	1	1	1	1	1	8				0	22	\$ 80.03	\$ 1,760.76
Survey Crew Chief		16							12				0	28	\$ 49.29	\$ 1,380.18
														Labor Subtotal (Regular) \$ 86,559.61		

FBD-0200-00(020)/104143-301000

OVERTIME HOURS ONLY																
POSITION TITLE	Overtime Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Inspector (RPR)													0	0	\$ -	\$ -
Inspector II													0	0	\$ -	\$ -
{additional classifications}													0	0	\$ -	\$ -
Labor Subtotal (Overtime) \$ -																

CONTRACTOR'S Project Completion Time: 65 Productive Days
 Construction Cost Estimate: \$ 919,656.00

DIRECT COSTS^{****}

Brown, Mitchell & Alexander, Inc.
Construction Engineering & Inspection Services

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
Principal						\$ -
Project Manager	720 miles @ \$.535 per mile		\$ 385.20			\$ 385.20
Project Engineer	1200 miles @ \$.535 per mile		\$ 663.40			\$ 663.40
Engineer Intern	1500 miles @ \$.535 per mile		\$ 802.50			\$ 802.50
Inspector (RPR)	1500 miles @ \$.535 per mile		\$ 802.50			\$ 802.50
Field Supplies	Stakes, paint, flagging				\$ 50.00	\$ 50.00
Drone Aerial Imagery	4 half day flights at \$300 each				\$ 1,200.00	\$ 1,200.00
Reproduction	750 copies @ \$.20 per copy			\$ 150.00		\$ 150.00
TOTAL						\$ 4,053.60

**** Provide detail for breakdown of Direct Costs

For Example:

5 nights hotel at \$50 per night

50 miles at \$.535 per mile

6 days meals of \$36

BILLING RATE TABLE

Eley Guild Hardy Architects, P.A.

Architectural Inspection Services

Home Overhead Rate ²	<u>155.00%</u>
Field Overhead Rate ²	<u>155.00%</u>
Profit	<u>12.00%</u>

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Principal	\$ 48.08	\$ 74.52	\$ 14.71	\$ 137.32
Principal/Structural Engineer	\$ 78.80	\$ 122.14	\$ 24.11	\$ 225.05
Architect	\$ 48.08	\$ 74.52	\$ 14.71	\$ 137.32
Intern Architect	\$ 27.00	\$ 41.85	\$ 8.26	\$ 77.11
Inspector I	\$ 36.06	\$ 55.89	\$ 11.03	\$ 102.99
Inspector II	\$ 36.06	\$ 55.89	\$ 11.03	\$ 102.99
Administrative Assistant	\$ 31.25	\$ 48.44	\$ 9.56	\$ 89.25
{additional classifications}				

OVERTIME BILLING RATES ^{***}

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Inspector I	\$ -	\$ -	\$ -	\$ -
Inspector II	\$ -	\$ -	\$ -	\$ -
{additional classifications}		\$ -	\$ -	\$ -

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

HOUR DISTRIBUTION / LABOR COSTS

Eley Guild Hardy Architects, P.A.
Construction Engineering & Inspection Services

FBD-0200-00(020)/104143-301000

POSITION TITLE	REGULAR HOURS ONLY												On Job Months	Subtotal Hours	Hourly Rate	Extension
	1	2	3	4	5	6	7	8	9	10	11	12				
Principal	2	2	2	2	2	2							6	12	\$ 137.32	\$ 1,647.80
Principal/Structural Engineer	4	4	4	4	4	4	4						6	24	\$ 225.05	\$ 5,401.27
Architect													0	0	\$ 137.32	\$ -
Intern Architect													0	0	\$ 77.11	\$ -
Inspector I	8	8	8	8	8	8							6	48	\$ 102.99	\$ 4,943.39
Inspector II													0	0	\$ 102.99	\$ -
Administrative Assistant													0	0	\$ 89.25	\$ -
{additional classifications}													0	0	\$ -	\$ -

Labor Subtotal (Regular) \$ 11,992.46

FBD-0200-00(020)/104143-301000

POSITION TITLE	OVERTIME HOURS ONLY												On Job Months	Subtotal Hours	Hourly Rate	Extension
	1	2	3	4	5	6	7	8	9	10	11	12				
Inspector I													0	0	\$ -	\$ -
Inspector II													0	0	\$ -	\$ -
{additional classifications}													0	0	\$ -	\$ -

Labor Subtotal (Overtime) \$ -

DIRECT COSTS ^{****}

Eley Guild Hardy Architects, P.A.
Construction Engineering & Inspection Services

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
Principal						\$ -
Principal/Structural Engineer						\$ -
Architect						\$ -
Intern Architect						\$ -
Inspector I						\$ -
Inspector II						\$ -
TOTAL						\$ -

**** Provide detail for breakdown of Direct Costs

For Example:

5 nights hotel at \$50 per night

50 miles at \$.535 per mile

6 days meals of \$36

ESTIMATED MAXIMUM FEE FOR TESTING SERVICES

Project Name: SHIP ISLAND FERRY BOAT TERMINAL FACILITY
IMPROVEMENTS PROJECT

MDOT Project No.: FBD-0200-00(020)104143-30100

Testing Firm Name: QUALITY ENGINEERING SERVICES, INC.

MDOT District Material Engineer Approval Date for the S&T Report:
27, 2015; expires July 27, 2018

July

Overhead Rate 106.140%
Profit 12.000%

Classification	Raw Wage Rate	Audited OH Rate	Profit	Regular Billing Rate
Sr. Project Manager/Engineer	\$ 46.64	\$ 49.50	\$ 11.54	\$ 107.68
Field Technician	\$ 16.00	\$ 16.98	\$ 3.96	\$ 36.94

LABOR COSTS	Hours	Regular Billing Rate	Total
Sr. Project Manager/Engineer	4	\$ 107.68	\$ 430.72
Field Technician	40	\$ 36.94	\$ 1,477.61
SUBTOTAL - LABOR COSTS	44		\$ 1,908.34

FIELD AND LABORATORY	Quantity	Unit	Unit Cost	Total Cost
Field Equip. Mob/Demob - Geotech - Districts 1, 2, 6 & 7	0	Mile	\$ -	\$ -
Field Equip. Mob/Demob - Geotech - Districts 3 & 5	0	Mile	\$ -	\$ -
Drilling on Land, Auger Sampling for Profile	0	Feet	\$ -	\$ -
Drilling on Land, 0-10' (Hand Auger); 0-70' (Geotechnical)	0	Feet	\$ -	\$ -
Concrete Cylinders	10	Each	\$ 11.00	\$ 110.00
Proctor	1	Each	\$ 100.00	\$ 100.00
Gradation	1	Each	\$ 50.00	\$ 50.00
Other				

SUB-TOTAL - FIELD AND LABORATORY \$ 260.00

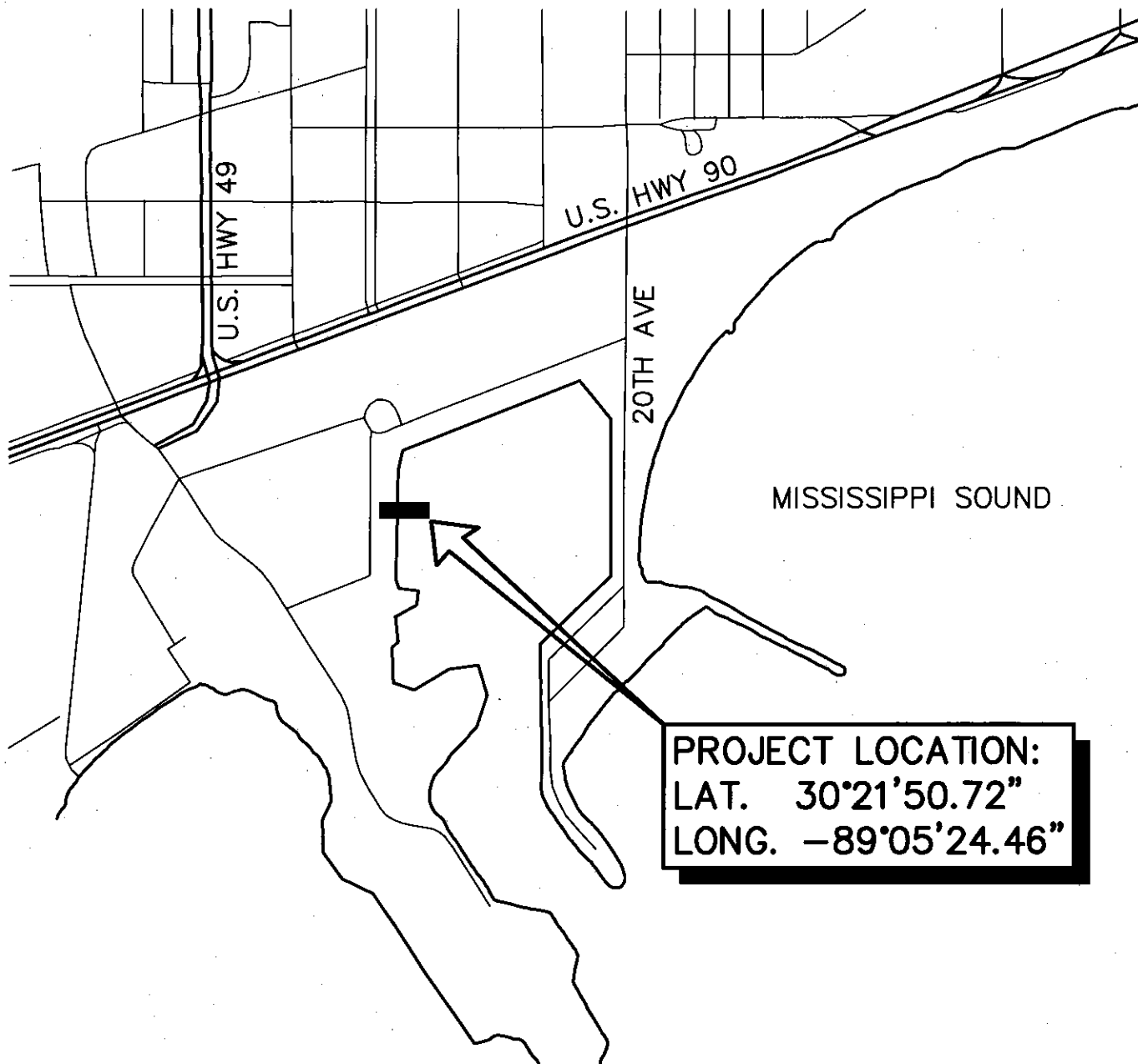
EXPENSE ITEMS	Quantity	Unit	Rate	Total Cost
Automobile Travel	58	Miles	\$ 0.535	\$ 31.03

SUB-TOTAL - EXPENSE ITEMS \$ 31.03

TOTAL PROPOSED FEE \$2,199.37

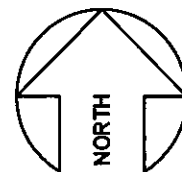
NOTES:

LOCATION MAP



SHIP ISLAND FERRY TERMINAL
CITY OF GULFPORT

GULFPORT, MISSISSIPPI



SCALE: 1"=2000'

YEAR 2017										YEAR 2018																		
WORK PHASE		LINE NUMBERS	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC		
NO.	DESCRIPTION																											
													0	5														
1	Mobilization, Order Materials, Etc.	6, 9, 10, 22																										
2	Site Demolition	1, 2, 16																										
3	Pile Installation	11																										
4	Utility Installation	17																										
5	Pavilion Construction	12																										
6	Pier Construction	13, 18, 19																										
7	Pier Structures Construction	14, 15																										
8	Site Grading and Concrete Flatwork	3, 7, 8, 20, 21																										
9	Final Grading, Sodding, and Cleanup	4, 5																										
	LET:	08/23/17																										
	Anticipated NOA:	10/04/17																										
	Anticipated NTP/BCT:	11/01/17																										
	Working Days:	65																										
	Pier Completion By:	March 17, 2018																										
MONTH			JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOV	DEC		
ANTICIPATED WORKING DAYS PER MONTH			6	7	11	15	19	20	21	21	20	22	16	10	10	11	18	24	19	20	21	21	20	16	11	5	172	
																												WORKING DAYS PER YEAR

NOTE: THE ANTICIPATED WORKING DAYS SHOWN ON THIS SCHEDULE ARE INFORMATIONAL PURPOSES ONLY.

THE ACTUAL WORKING DAY TOTAL AS ASSESSED BY THE PROJECT ENGINEER ON FORM CSD-765 SHALL GOVERN.

EVERYTHING ABOVE THIS ROW IS REQUIRED TO BE SUBMITTED AND APPROVED AS PART OF THE PRELIMINARY ENGINEERING CONTRACT.

EVERYTHING BELOW THIS ROW SHOULD BE ADDED TO THE APPROVED PROGRESS SCHEDULE AS PART OF THE CE&I CONTRACT.

					Startup	Closeout
					1 Principal (part time)	
					1 Project Manager (part time)	
					1 Project Engineer (part time)	
					1 Sr. CADD Technician (part time)	
					1 Inspector (RPR)	
					1 Administrative Assistant (part time)	
					1 Engineer Intern (part time)	
					1 Registered Land Surveyor (part time)	
					1 Survey Crew Chief (part time)	



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Leisure Services

Date: 08/25/2017

Subject: Resolution - approving Memorandum of Agreement between the City of Gulfport and Harrison County with respect to the renourishment of the Sand Beach at 20th Avenue 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 MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF GULFPORT AND HARRISON COUNTY WITH RESPECT TO THE RENOURISHMENT OF THE SAND BEACH AT 20TH AVENUE, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport and Harrison County, Mississippi, by and through their governing authorities, desire to work together to replenish/renourish the sand beach at or near 20th Avenue in the City of Gulfport; and

WHEREAS, the parties have negotiated a Memorandum of Agreement to govern the 20th Avenue South Beach renourishment project, which Agreement is attached hereto as Exhibit “A” for your consideration; and

WHEREAS, pursuant to the terms of the Agreement, Harrison County, Mississippi, will be the lead agency on the project, and Gulfport will reimburse Harrison County for the cost of the project, currently estimated to be approximately \$90,000.00; and

WHEREAS, approval and execution of the Memorandum of Agreement attached hereto as Exhibit “A” is in the best interest 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 Memorandum of Agreement between the City of Gulfport and Harrison County, Mississippi, as attached hereto as Exhibit “A” be and the same is hereby approved 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 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

STATE OF MISSISSIPPI

COUNTY OF HARRISON

MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF GULFPORT, MISSISSIPPI AND HARRISON COUNTY, MISSISSIPPI REGARDING THE HARRISON COUNTY SAND BEACH RENOURISHMENT PROJECT (20TH AVENUE SOUTH) AND FOR OTHER RELATED PURPOSES

THIS AGREEMENT is entered into on the dates hereinafter set forth by and between the CITY OF GULFPORT, MISSISSIPPI, a political subdivision and municipal corporation organized and existing according to the laws of the State of Mississippi, (herein the “City of Gulfport”), and HARRISON COUNTY, MISSISSIPPI, by and through its Board of Supervisors, a political subdivision of the State of Mississippi, (herein “Harrison County”).

FOR AND IN CONSIDERATION of the mutual benefits and advantages each to the other, the parties hereby acting by and through their respective Governing Authorities, agree as follows:

ARTICLE I. DURATION, TERMINATION AND AMENDMENT.

Section 1.1. (a) Duration. This Agreement shall be in full force and effect for a period commencing on the commencement date hereof (as hereinafter provided) and running through and including September 30, 2019, or the expiration of the warranty period of the design and construction work which is the subject of this Agreement, whichever is later.

(b) Commencement Date. The commencement date hereof shall be the date on which the following required events are completed: (1) Approval of the Agreement by Resolution by the City of Gulfport and Harrison County; and (2) Execution of the Agreement by the City and the County.

Section 1.2. Renewal. This Agreement shall not automatically renew.

Section 1.3. Amendment or Termination:

(a) By Consent. This Agreement may be amended by or terminated by mutual consent in writing of the parties duly authorized by their respective Governing Authorities.

(b) By Notice. This Agreement may be terminated by either party upon six (6) months notice in writing prior to June 30 of any year, in which case termination shall be effective after June 30 of such year. Notwithstanding, termination by notice without mutual consent shall not be effected prior to September 30, 2019.

(c) Authority. Action taken under this Section shall be by Resolution in the same procedural manner for each Governing Authority as required for adoption of this Agreement. The City shall act according to law by and through its Mayor and City Council (“Governing Authority”), and Harrison County shall act according to law by and through its Board of Supervisors (“Board”).

ARTICLE II. PROVISIONS RELATED TO THE 20TH AVENUE SOUTH SAND BEACH RENOURISHMENT PROJECT.

Section 2.1. Definition of the Project. The Board desires to undertake a project designed to renourish certain portions of the sand beach in Harrison County, including the renourishment of the sand beach at or adjacent to 20th Avenue South in the City of Gulfport, as more fully set forth in the plans for the project attached and on file with the engineer of record for the project, Brown, Mitchell & Alexander, Inc., and said beach renourishment at 20th Avenue South in the City of Gulfport, for purposes of this Agreement, shall be known as the “Project”.

Section 2.2. Acquisition of Property. It is the understanding of the City and the Board that the work included in the Project shall be performed within the existing sand beach area at/near 20th Avenue South in the City of Gulfport and waters immediately contiguous thereto, and that no real property is required to be acquired for the Project.

Section 2.3. Description of the Project. The work includes re-nourishment of the sand beach located east of 20th Avenue and north of Moses Jetty. The length of re-nourishment area is approximately 800 feet, and it is estimated that 8,000 cubic yards of sand will be hydraulically dredged to complete work.

Section 2.4. Funding for the Project. The City shall contribute the costs associated with the Project (total Project cost currently estimated to be \$90,000.00), to include, but not be limited to, engineering and inspections costs, mobilization costs, as well as construction costs. Gulfport intends to pay for the Project, as defined herein, using local funds. The Board intends to pay for the remainder of the overall Harrison County Sand Beach Renourishment Project using local funds and/or other funds available to it which may be spent on this project.

Section 2.5. Oversight and Management of the Project. Harrison County shall oversee and manage the Project and shall engage any and all engineering and/or construction firms required to accomplish the Project. The Board shall ensure that all purchasing/procurement related statutes and/or rules and regulations are strictly followed for the Project. The Board shall ensure that all entities contracted with for Project are paid promptly and properly and shall submit requests for reimbursement for such costs to the City which shall provide reimbursement to the Board within forty-five (45) days of receipt of a request for reimbursement.

Section 2.8. Public Liability. Any liabilities or claims arising out of and during the performance of this agreement and/or the Project against the parties hereto or either of the same will be determined according to applicable laws including, but not limited to §§ 11-46-1 *et seq.*, Miss. Code Ann. (1972), as amended.

ARTICLE III. GENERAL PROVISIONS.

Section 3.0. Severance of Provisions. In the event any provision or part of this Agreement shall be rendered or determined to be legally unenforceable, without legal authority, or in violation of any law or court decision, such provision or part shall be severed herefrom, and all remaining provisions and parts shall continue in full force and effect.

Section 3.1. Captions. The Captions (titles or headings) of each section or subsection hereof are included for identification purposes only and shall not control the context or interpretation of the section or subsection that it identifies.

Section 3.2. Counterparts. This Agreement may be executed in more than one (1) counterpart, each of which shall constitute an original.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

WITNESS OUR SIGNATURES as duly authorized for and on behalf of the City of Gulfport, Mississippi and Harrison County, Mississippi on the dates indicated below.

THIS THE _____ DAY OF _____, 2017.

CITY OF GULFPORT, MISSISSIPPI

BILLY HEWES, MAYOR

ATTEST:

LINDA ELIAS, CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2017, BILLY HEWES and LINDA ELIAS, who acknowledged before me that they are the duly elected Mayor and duly serving City Clerk of the City of Gulfport, Mississippi, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the City of Gulfport, Mississippi, having been first duly authorized so to act by Resolution of the City Council and Mayor of the City of Gulfport.

NOTARY PUBLIC

My Commission Expires:

WITNESS OUR SIGNATURES as duly authorized for and on behalf of Harrison County, Mississippi on the dates indicated below.

THIS THE ____ DAY OF _____, 2017.

HARRISON COUNTY, MISSISSIPPI

KENT JONES, PRESIDENT
HARRISON COUNTY BOARD OF SUPERVISORS

ATTEST:

JOHN McADAMS, CLERK OF THE BOARD

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the

jurisdiction aforesaid on this the ____ day of _____, 2017, KENT JONES and JOHN McADAMS, who acknowledged before me that they are the duly serving President and Clerk of the Harrison County Board of Supervisors, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the Harrison County Board of Supervisors, having been first duly authorized so to act by Resolution of the Harrison County Board of Supervisors.

NOTARY PUBLIC

My Commission Expires:

ENGINEER'S PRELIMINARY OPINION OF PROBABLE COSTS

OPTION A - NEAR SHORE BORROW SITE

HARRISON COUNTY SAND BEACH RENOURISHMENT PROJECT
HARRISON COUNTY, MISSISSIPPI

APRIL 12, 2017

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1 MOBILIZATION / DEMOBILIZATION	1	LS	\$375,000.00	\$375,000.00
2 NEAR SHORE HYDRAULIC SAND FILL:	217,000	CY	\$8.50	\$1,844,500.00
HENDERSON AVE. 23,000				
PITCHER POINT 22,000				
JEFF DAVIS AVE. 21,000				
BROAD AVE. 36,000				
20TH AVE. SOUTH 8,000				
HEWES AVE. - COFFEE CREEK 38,000				
TEAGARDEN RD. - COWAN RD. 33,000				
BEAUVOIR 24,000				
CHALMERS DR. 12,000				
	<u>217,000</u>			
3 CULVERT / ANCHOR STRUCTURE BUDGET	1	LS	\$500,000.00	\$500,000.00
CONSTRUCTION SUBTOTAL				<u>\$2,719,500.00</u>
ENGINEERING, SURVEYING, ENVIRONMENTAL TESTING & RPR (12%)				\$326,340.00
SUBTOTAL				<u>\$3,045,840.00</u>
CONTINGENCY (10%)				\$304,584.00
TOTAL PROJECT				<u>\$3,350,424.00</u>
ROUNDED				\$3,400,000.00

2.7% of
Total

Gulfport = 8,000 CY x \$8.50 = \$68k
 MOB. + 2.7% x \$375,000 = \$10,125
 Eng, etc. + 2.7% x \$326,340 = \$8,811

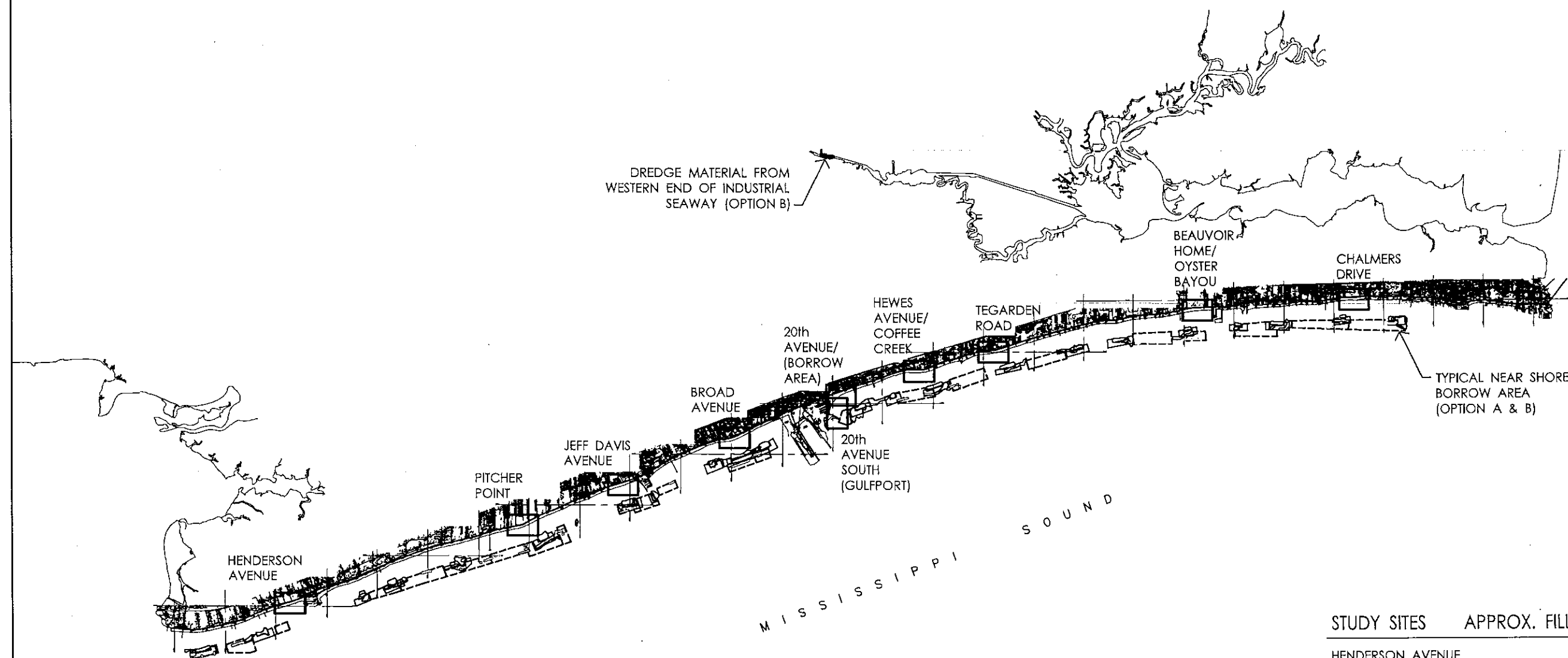
TOTAL \$86,936

SAY \$90,000

DBA 6/8/17

Harrison County Sand Beach Renourishment Project

ID	Task Name	Duration	Start	Finish	2017	2018
1	Submit COE/DMR Permit	24 days	Wed 2/15/17	Fri 3/10/17	Jan	Feb
2	COE/DMR Agency Review & Issue Permit	182 days	Sat 3/11/17	Fri 9/8/17	Mar	Apr
3	Topographic Survey & Design	109 days	Mon 5/15/17	Thu 8/31/17	May	Jun
4	Bidding & Award Phase	105 days	Sat 9/9/17	Fri 12/22/17	Jul	Aug
5	Construction Phase	120 days	Mon 1/1/18	Mon 4/30/18	Sep	Oct
6	Project Closeout	30 days	Tue 5/1/18	Wed 5/30/18	Nov	Dec
Project: Beach Renourishment Date: April 12, 2017 BMA Project No. 3542		Task Split Milestone Summary Project Summary Inactive Task Inactive Milestone	Inactive Summary Manual Task Duration-only Manual Summary Rollup Manual Summary Start-only Finish-only	External Tasks External Milestone Deadline Progress Manual Progress		



STUDY SITES	APPROX. FILL VOLUMES
-------------	----------------------

HENDERSON AVENUE	22,940 C.Y.
PITCHER POINT	21,980 C.Y.
JEFF DAVIS AVENUE	20,510 C.Y.
BROAD AVENUE	35,940 C.Y.
HEWES AVENUE / COFFEE CREEK	38,460 C.Y.
20th AVENUE SOUTH (GULFPORT)	8,000 C.Y.
TEGARDEN ROAD	32,560 C.Y.
BEAUVOIR HOME / OYSTER BAYOU	24,430 C.Y.
CHALMERS DRIVE	12,350 C.Y.

TOTAL FILL VOLUME = 217,170 C.Y.

20th AVENUE (BORROW AVAILABLE)	36,570 C.Y.
--------------------------------	-------------

REV	DATE	BY

bma BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS
www.bmaengineers.com

401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)864-7612
Fax (228)864-7676

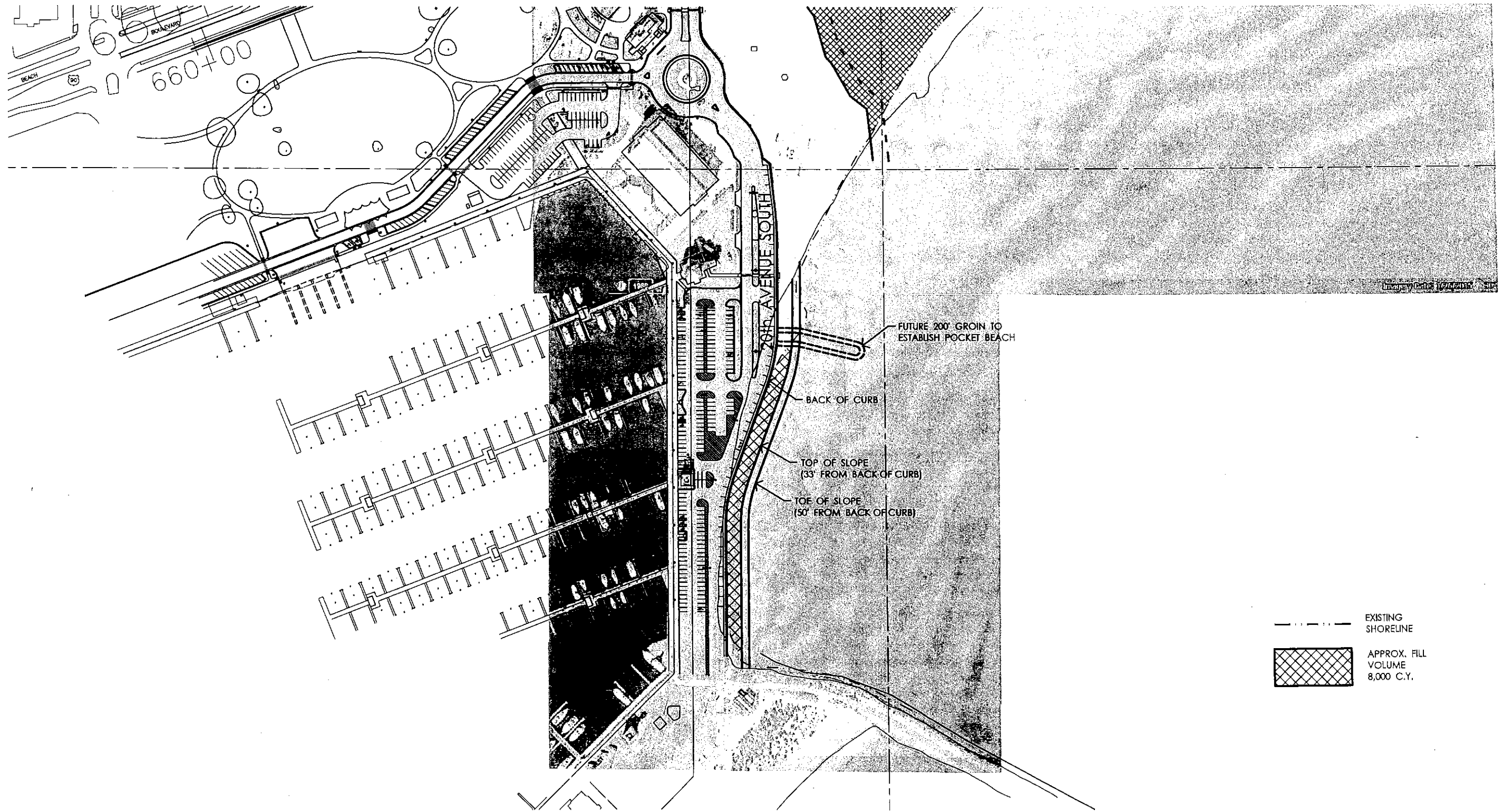
796 Vieux Marche,
2nd Floor,
Biloxi, MS 39530
(228)436-7612
Fax (228)436-7676

SEAL
PRELIMINARY

2017 SAND BEACH RENOURISHMENT STUDY
HARRISON COUNTY SAND BEACH DEPARTMENT
HARRISON COUNTY, MISSISSIPPI
OVERALL SITES LAYOUT PLAN

CAD	KED	SHEET
ENG	DBA	
DATE	4/12/2017	
SCALE	1"=5,000'	
BMA#	1676-22	
FILE	1676\1676-22\1676-22-BEACH	

C-201



--- EXISTING SHORELINE
APPROX. FILL VOLUME 8,000 C.Y.



REV	DATE	BY



**BROWN, MITCHELL
& ALEXANDER, INC.**
CONSULTING ENGINEERS
www.bmaengineers.com

401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228) 864-7612
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796 Vieux Marche,
2nd Floor,
Biloxi, MS 39530
(228) 436-7612
Fax (228) 436-7676

SEAL

PRELIMINARY

2017 SAND BEACH RENOURISHMENT STUDY
HARRISON COUNTY SAND BEACH DEPARTMENT
HARRISON COUNTY, MISSISSIPPI
20th AVENUE SOUTH (GULFPORT) SITE

CAD
ENG
DATE 4/12/2017
SCALE 1"=100'
BMA# 1676-22
FILE 11676\1676-22\1676-22-BEACH

KED
DBA
SHEET

C-305



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Leisure Services

Date: 08/25/2017

Subject: Resolution - approving Professional Services Agreement with Big Noise Productions, LLC to provide sound system for 2017 Harbor Lights Show 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 PROFESSIONAL SERVICES AGREEMENT WITH BIG NOISE PRODUCTIONS, LLC, TO AUTHORIZE THE MAYOR TO EXECUTE AND DELIVER THE SAME ON BEHALF OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is preparing for the Harbor Lights Winter Festival to be held in Jones Park from November 24, 2017, thru December 31, 2017; and

WHEREAS, the City of Gulfport is planning for the third Harbor Lights to be one that is again enjoyed by residents and visitors from up and down the Mississippi Gulf Coast and beyond and is planning for activities that will enchant all ages; and

WHEREAS, among the services required to ensure the success of Harbor Lights are sound services for the primary viewing area and behind trees and at the Leo Seal Pavilion, and Big Noise Productions, LLC, is willing and able to provide the aforementioned sound services; and

WHEREAS, a Professional Services Agreement between the City and Big Noise Productions, LLC, is attached hereto as Exhibit “A” and the same is believed to be in the best interest of the City of Gulfport and that the City should enter into the same with Big Noise Productions, LLC.

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 Professional Services Agreement attached hereto as Exhibit “A” be and the same is hereby approved contingent upon any and all licensing, insurance and/or other requirement(s) deemed necessary by the legal department, and the Mayor is authorized to execute and deliver the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the Governing Authority, and to be in full force and effect as provided by law.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
GULFPORT, MISSISSIPPI, AND BIG NOISE PRODUCTIONS, LLC, FOR SOUND
SERVICES DURING THE 2017 HARBOR LIGHTS EVENT**

THIS AGREEMENT by and between the City of Gulfport, Mississippi (hereinafter called CITY) and Big Noise Productions, LLC (hereinafter called Big Noise) relates to and governs the provision of professional security services for the 2017 Gulfport Harbor Lights Winter Festival (hereinafter called the Festival), as more fully defined below and on the terms and conditions and under the authority hereinafter set forth:

IT IS HEREBY AGREED:

1. **SCOPE OF SERVICES:** Big Noise shall, in a satisfactory and proper manner, under the terms and conditions provided herein, and in accordance with any governing laws, regulations or professional standards, provide sound services as set forth in the quote attached hereto during the event period. The hours are contingent on weather and patron traffic loads during the special event. Big Noise shall also make provision for prompt and effective communication with the City with respect to all work and service undertaken pursuant to this Agreement.
2. **CONSIDERATION.** The City of Gulfport shall pay to Big Noise the base sum of \$16,000.00 at the completion of the event for services provided during the Term of this Agreement, which shall constitute payment for services rendered.
3. **INDEPENDENT CONTRACTOR; PROFESSIONAL SERVICES CONTRACT; MATERIALS, EQUIPMENT, AND RESOURCES.** (a) Big Noise certifies that it shall be licensed, certified, experienced, and qualified and able to perform any and all services for which he accepts engagement under this Agreement, and Big Noise agrees to notify City immediately if any license is terminated or suspended or his credentials change so as to limit his professional qualifications, which shall be grounds for cancellation of this Agreement and of any further obligations for payment of unearned fees by the City hereunder. (b) This is a professional services contract in which Big Noise shall at all times be acting as and considered an independent contractor with the City and not an employee of the City. Big Noise shall have no claim under this Agreement or otherwise against the City for wages, salary, vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation disability, unemployment insurance benefits, or benefits of any kind or sort other than the compensation as set forth herein. (c) Big Noise agrees that he has secured or will secure at his own expense, all persons, employees, equipment, and other resources required to perform the services contemplated and required under this Agreement.
4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire agreement between City and Big Noise, consist of this Agreement and attachments hereto. There are no Contract Documents other than those listed or incorporation herein.
5. **TERM.** The term of this Agreement shall be from November 24, 2017, and expiring on December 31, 2017 ("Term") plus any time before and after the event dates required to set up and break down required sound equipment unless sooner terminated or canceled as set forth herein.

6. TERMINATION. (a) *For convenience*. Either party may terminate this Agreement at any time for any reason (or no reason) by giving the other party written notice of termination at least thirty (30) days prior to the effective date of termination. Should this Agreement be terminated pursuant to the immediately-preceding provision, the Big Noise agrees to complete all assigned or pending work unless the City notifies the Big Noise such work does not have to be completed at such termination. (b) *For default*. Breach or failure to perform any provision of this Agreement shall be an “event of default.” If the party in breach fails to cure any default within fifteen (15) days from receipt of written notice of an event of default, then this Agreement may be terminated immediately for default by written notice to the breaching party or party in default and in such event, either party may assert any remedies at law or in equity that it/he deems to be entitled for breach of contract.
7. WAIVER; REMEDIES. (a) Failure to enforce any provision of this Agreement in which an event of default has occurred shall not constitute a waiver of rights to subsequently enforce this contract and each provision hereof. To the extent allowable by law, and subject to any state and federal law immunities, each party agrees to indemnify the other against any loss or damages resulting from an event of default not cured as provided herein. (b) If any party is required to obtain or utilize the services of an attorney to enforce any provision of this Agreement for failure to cure any default as herein provided, then the party in default shall be liable for the other party’s reasonable attorney’s fees and costs of litigation.
8. ASSIGNABILITY AND SUBCONTRACTING. Big Noise shall not assign any interest in this Agreement, and shall not transfer any interest in same without the prior written consent of the City thereto, which shall not be unreasonably withheld by the City.
9. DISCRIMINATION. Big Noise understands that City is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and Big Noise agrees during the term of this Agreement to adhere strictly to this Policy in its employment practices and provision of services.
10. INDEMNITY. Big Noise and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including, without limitation, attorneys’ fees, which in any way arise out of or relate to any acts of omission or commission of or attributed to Big Noise and/or its agents, servants, employees, visitors, invites, guests, and representatives, including, but not limited to, those asserted as negligent, gross negligent, and/or intentional and with respect to any and all claims made against the City of Gulfport that may arise out of or relate in any way to the work performed hereunder by Big Noise.
11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the City and Big Noise relating to the scope of services set forth herein and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto.
12. SEVERABILITY; NON-ENDORSEMENT. If any word, clause, sentence, paragraph, condition, provision, or term of this Agreement is or hereafter becomes legally

unenforceable, the same shall be severed from this Agreement, and all remaining provisions of this Agreement shall be unaffected, and shall be interpreted in accordance with the express written intention of this Agreement.

13. **AMENDMENT/MODIFICATION.** Any provision of this Agreement may be amended upon mutual agreement of the Parties, executed in writing, and the observance of any provision may be waived only in writing signed by a duly authorized representative of the Parties.
14. **RECORDS RETENTION.** Big Noise represents that it will maintain files and documents pertaining to this Agreement in accordance with this Agreement, which in the professional judgment of the Big Noise and/or the City, are determined necessary. Such records will be maintained by the Big Noise for a minimum period of one (1) year following termination or the end of this Agreement. This Agreement does not limit the Big Noise's other legal and/or ethical obligations to preserve files and records.
15. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and any litigation with respect thereto shall be brought in the courts of Harrison County, Mississippi. Big Noise affirmatively states that it is aware and understands that it is solely responsible for procuring all permits and permissions to perform the work contemplated in this Agreement. Big Noise further states that it is aware and understands that it is responsible for ensuring that all applicable laws, statutes, ordinances, regulations or other governmental rules, federal, state or local, are followed and/or complied with in the execution of the scope of services found in this Agreement. Big Noise agrees to abide by any request made by the City as may be required by any deed restrictions placed upon property contained in the area allocated for the Festival. Any and all vending operations and commercial activities allowed in or around the Jones Park festival venue by the Company shall be for the sole purpose of promoting the public entertainment purpose of the festival, and shall be allowed to operate only during the festival event times, and shall be in the nature of concessions and the sale of goods and entertainment provisions that promote and celebrate the Festival and the City of Gulfport.
16. **INSURANCE.** Big Noise shall maintain general liability insurance, with a minimum coverage limits of one million dollars (\$1,000,000.00) which shall cover all work performed by Big Noise and any claims that may arise against Big Noise in connection with the services to be furnished pursuant to this Agreement. Big Noise shall maintain workers compensation insurance, within the limits required by law and/or employee liability insurance. Big Noise shall name the City of Gulfport as an additional named insured on all Big Noise's policies required hereunder. Big Noise shall inform and notify the City in writing within fourteen (14) days of any claims of liability resulting from the execution of the work required by the scope of work herein. Big Noise shall provide proof of coverage. Within thirty (30) days of annual expiration of Big Noise's insurance policy(ies), Big Noise shall provide City with proof of renewal or proof of coverage by a different carrier. Big Noise shall require each and all sub-contractors to maintain insurance in accord with the provisions set forth herein.
17. **NOTICES.** Official notice to the Big Noise shall be to 21267 Forest Lee Road, Picayune, MS 39466 unless and until a change of address is provided to City in writing. Notice to City shall be to Mayor, City of Gulfport, 2309 15th Street, Gulfport, MS 39501 with a

courtesy copy to City Attorney at same address. All official notices shall be in writing and served by U. S. Mail or by hand delivery.

18. OFFICIAL APPROVAL OF CONTRACT. This Contract shall take full force and effect only after it is approved by the Governing Authority of the City and signed by the Mayor and by Big Noise. The date of last signature shall be the effective date. Any Amendment to this Contract shall be in writing and require official approval by the Governing Authority and be signed by the Mayor and the Big Noise.
19. AUTHORITY TO EXECUTE. It is acknowledged by signature below that the undersigned is an authorized and proper agent and representative of Big Noise and that he or she signed this agreement with full authority and on behalf of Big Noise.

CITY OF GULFPORT, MISSISSIPPI

BIG NOISE PRODUCTIONS, LLC

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780, Gulfport, MS 39502

21267 Forest Lee Road
Picayune, MS 39466

DATE: _____

DATE: _____

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: August 21, 2017

**Re: 2017 Gulfport Harbor Light Show
Department of Leisure Services
Audio System**

The Department of Leisure Services requests your permission to enter into a Memorandum of Understanding with Aaron Lee, owner of Big Noise Productions to provide the sound system for viewing area and behind trees, and the Leo Seal Pavilion Audio system during the 2017 Gulfport Harbor Light Show. The services will be provided from November 25, 2016 through January 1, 2017, excluding December 24th and 25th; a 36 day operation for a total cost of \$16,000.00.

I have attached a copy of the proposal as well as his insurance certificate for your review and approval. Thank you for your consideration.



~~Invoice~~ #2017064

QUOTE

Jul 25, 2017

BILL TO

City of Gulfport

1422 23rd Ave

Gulfport, MS - 39501

wlehman@gulfport-ms.gov

FROM

Aaron Lee

21267 Forest Lee Rd

Picayune, MS - 39466

aaron@bnpaudio.com | +1 2284938353

INVOICE ITEMS	AMOUNT
Audio for viewing area and behind trees (Includes setup, labor) (36qty)	\$5,700.00
Leo Seal Pavillion Audio System (includes labor) (18qty)	\$10,300.00
Security must be provided at no cost to BNP!	\$0.00
Music Provided by Others	\$0.00

\$16,000.00

PAYMENT DUE JAN 01, 2018

MESSAGE

Thanks for your business. Price valid thru 2018 (pending any major changes in needs from City of Gulfport)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2017

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 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 Stewart Insurance Agency, LLC 114 E. Canal St. Picayune MS 39466	CONTACT NAME: PHONE (A/C, No, Ext): (601) 749-8078 FAX (A/C, No): (601) 749-8075 E-MAIL ADDRESS: bethl@stewartinsagency.com														
INSURED Big Noise Productions, LLC 21267 Forest Lee Rd. Picayune MS 39466	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Maximum Indemnity</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Maximum Indemnity		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BDG-3003394-04	11/18/2016	11/18/2017	EACH OCCURRENCE
	☒ COMMERCIAL GENERAL LIABILITY						\$1,000,000
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							\$100,000
							MED EXP (Any one person)
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$5,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY
							\$1,000,000
							GENERAL AGGREGATE
							\$2,000,000
							PRODUCTS - COMP/OP AGG
							\$2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO						\$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per person)
	☐ HIRED AUTOS						\$
	☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)
	☐ NON-OWNED AUTOS						\$
							PROPERTY DAMAGE (Per accident)
							\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE
	☐ EXCESS LIAB						\$
	☐ CLAIMS-MADE						AGGREGATE
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT
							\$
							E.L. DISEASE - EA EMPLOYEE
							\$
							E.L. DISEASE - POLICY LIMIT
							\$

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

CERTIFICATE HOLDER

CANCELLATION

	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	 <JB>

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Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Purchasing

Date: 08/30/2017

Subject: Resolution - approving Amendment No. 1 to the Agreement with Bond Services, Inc., and authorizing the Mayor to execute the same.

Recommendation:

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

**FIRST AMENDMENT TO THE JANITORIAL SERVICES AGREEMENT BETWEEN
THE CITY OF GULFPORT AND BONDS SERVICES, INC.**

THIS FIRST AMENDMENT to the Janitorial Services Agreement (“ **the Agreement**”) is hereby entered into and agreed to by and between the **CITY OF GULFPORT, MISSISSIPPI** ("City" or "**Owner**") and **BONDS SERVICES, INC.**, ("**Bonds**") on the dates hereinafter set forth for the purpose of amending in writing certain covenants and conditions of that certain Janitorial Services Agreement, approved by the Gulfport City Council on May 23, 2017, and the Agreement is hereby amended by this FIRST AMENDMENT, as follows:

WITNESSETH THAT:

WHEREAS, the City desires to amend the Agreement to add janitorial services at the City’s Senior Center located at 4008 8th Street; and

WHEREAS, Bonds has advised that it will provide the requested janitorial services at the City’s Senior Center for \$1,050.00/month and the City desires to amend the Agreement accordingly.

NOW THEREFORE, for the purposes set forth hereinabove, it is hereby agreed by and between the parties, as follows: That the quote for services at the City’s Senior Center located at 4008 8th Street be added to the Agreement as an additional contract document as more fully listed in in Paragraph 2 of the Agreement.

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

[Remainder of page left blank intentionally.]

Owner:

CITY OF GULFPORT, MISSISSIPPI

ATTESTED BY:

By: _____
Mayor

City Clerk

_____, 2017

Bonds:

BONDS SERVICES, INC.

ATTESTED BY

By: _____
Authorized Representative

Secretary

_____, 2017

Attachment H

**Senior Center
4008 8th Street
Gulfport, MS 39501
Contact: Brenda Salloum
228-575-4535**

Ceramic Tile	36x107	3852 sq. ft.
VCT	161x95	15,295 sq. ft.
Sinks	8	
Toilets	6	
Urinals	2	
Kitchen/Break Areas VCT	28x21	588 sq. ft.
Conference Room(s) VCT	16x16	256 sq ft.

** Do not enter room with locked doors.

Strip & Wax VCT Floors - \$1,800.00 per occurrence – every 6 months.

Monthly \$1,050.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Elizabeth MacMillan, Office Manager
Leisure Services

Date: 08/17/2017

Subject: Resolution - approving Certificate of Substantial Completion for Expansion of the Gulfport Sportsplex, Project A and authorizing the Mayor to execute the same.

Recommendation:

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

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR EXPANSION
OF GULFPORT SPORTSPLEX, PROJECT A TO AUTHORIZE THE MAYOR TO
EXECUTE SAID CERTIFICATE, AND FOR RELATED PURPOSES**

WHEREAS, J.E. Talley Construction, Inc., was awarded the contract for construction of the Expansion of Gulfport Sportsplex, Project A, which project was designed to include site work and other work required to prepare the property for vertical construction; and

WHEREAS, all work was substantially completed on this project as of July 20, 2017, with the exception of certain final punch list items which are now completed; and

WHEREAS, the Project Engineer has submitted for review the Certificate of Substantial Completion pertaining to the Expansion of Gulfport Sportsplex, Project A, which, along with supporting documentation, is attached hereto collectively as Exhibit "A".

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

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

SECTION 2. That the Certificate of Substantial Completion be and it is hereby approved in the form as is found in Exhibit "A" to this resolution and is found to be in the best interest of the City, and the Mayor be and he is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

MAYOR

CERTIFICATE OF SUBSTANTIAL COMPLETION

Expansion of the Gulfport Sportsplex, Project A

DATE OF ISSUANCE: August 10, 2017

OWNER: City of Gulfport

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

PROJECT: Expansion of the Gulfport Sportsplex, Project A

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

TO: City of Gulfport
OWNER

AND TO: Expansion of the Gulfport Sportsplex, Project A
CONTRACTOR

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

July 20, 2017

DATE OF SUBSTANTIAL COMPLETION

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

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

RESPONSIBILITIES

OWNER: Owner assumes responsibility for security and maintenance starting July 20, 2017.

CONTRACTOR: Contractor to complete the attached list of items to be corrected or completed and provide one full year warranty starting July 20, 2017.

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

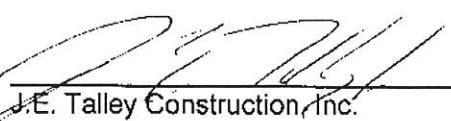
Tentative List of Items to be Corrected or Completed

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

Executed by ENGINEER on 8/14/17


Brown, Mitchell & Alexander, Inc.

CONTRACTOR accepts this Certificate of Substantial Completion on _____


J.E. Talley Construction, Inc.

OWNER accepts this Certificate of Substantial Completion on _____

City of Gulfport

Expansion of the Gulfport Sportsplex, Project A

Walk-Through Date: August 9, 2017

Attendees: Joey Talley – JE Talley Construction, Rusty Ramage – City of Gulfport, Lucas Lizana – BMA, Bill Mitchell, P.E. – BMA & Kevin Mullen, P.E. – BMA

LIST OF ITEMS TO BE COMPLETED OR CORRECTED:

1. Fix the fence each side of the north gate.
2. Flatten out riprap in the flumes that are to the top of curb to be just above the curb cut flowline.
3. Remove siltation that was allowed to breach into the wetlands (at NE corner soccer field at north existing culvert crossing, just south of the drive turn out Sta. 6+00, and east of Sta. 11+00).
4. Check valve boxes to assure valve stem is visible and box is not silted.
5. Make sure all valve locations have boxes and donuts.
6. Change out sign post to assure all sign bottoms are 7' above top of curb.
7. As-built all PVC and concrete drainage basins to assure they are set at plan grade (baseball and soccer fields).
8. Clean site of all Talley Construction equipment and debris.
9. Change out nyloplast solid grates to an open drain grate.
10. Add dirt berm at the west detention basin and fix rutted slopes.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Danny Meadors, Mr.
Finance

Date: 08/30/2017

Subject: Resolution - declaring certain and various vehicles, machinery, equipment, furnishings, and other items of municipal personal property to be surplus property which is no longer used or needed by the municipality and declaring to have no value to the municipality and authorizing of sale of said items of municipal personal property.

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 DECLARING
CERTAIN AND VARIOUS VEHICLES, MACHINERY, EQUIPMENT, FURNISHINGS, AND
OTHER ITEMS OF MUNICIPAL PERSONAL PROPERTY TO BE SURPLUS PROPERTY
WHICH IS NO LONGER USED OR NEEDED BY THE MUNICIPALITY AND DECLARED TO
HAVE NO VALUE TO THE MUNICIPALITY AND AUTHORIZING SALE OF SAID ITEMS
OF MUNICIPAL PERSONAL PROPERTY**

WHEREAS, the City of Gulfport is in possession of certain and various vehicles, machinery, equipment and other items of Municipal personal property (as more fully outlined, described and delineated in the Memorandum of Danny Ray Meadors, Property Manager for the City of Gulfport, which is attached hereto as Exhibit “A”) that it desires to dispose of; and

WHEREAS, the aforementioned vehicles, machinery, equipment, furnishings and other items of Municipal personal property are no longer of any use to the City of Gulfport because of their age, condition or other factors specific to each piece of personal property; and

WHEREAS, the Governing Authority of the City of Gulfport according to § 21-17-1 and § 17-25-25 of the Mississippi Code of 1972, as amended, is vested with authority to determine when personal property belonging to the municipality is surplus, and to make disposition thereof; and

WHEREAS, the City of Gulfport proposes to sell and/or auction the aforementioned vehicles, machinery, equipment and other items of Municipal personal property at a fair market value to be determined via public auction which is presently scheduled to be held on September 16, 2017; and

WHEREAS, the Governing Authority of the City of Gulfport finds that the listed vehicles, machinery, equipment, furnishings and other items of Municipal personal property as found in Exhibit “A” hereto are of no further value to the City of Gulfport due to their condition, age or other factors specific to each piece of personal property and further finds that the City of Gulfport is authorized to auction or sell these items to the highest bidder via public auction (or any other method authorized by statute) to ensure that fair market value is obtained therefore and further finds that it is in the best interest

of the City of Gulfport that the aforementioned vehicles, machinery, equipment and other items of personal property be hereby conveyed, sold and assigned as the same is surplus personal property belonging to 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 listed vehicles, machinery, equipment and other items of Municipal personal property, due to their age, condition, or other factors specific to each piece of personal property are hereby declared to be surplus personal property of the City of Gulfport, having no value to the City and being a burden to the City of Gulfport.

Section 3. That the listed vehicles, machinery, equipment, furnishings and other items of Municipal personal property be, and they are hereby authorized for auction for the highest prices bid, in accord with § 17-25-25 of the Mississippi Code of 1972, as amended, and the Mayor is hereby authorized and empowered to sign and execute any and all documents that may be required to record such transfer of the ownership of the various pieces of personal property with the sale or conveyance or transfer of the personal property conditioned upon the purchaser's agreement to take the items of personal property "as is" without any warranty or guarantee of any kind and to agree that it will hold the City of Gulfport harmless and indemnify the City from any claims related to the items of personal property that may arise after the sale and transfer of the personal property.

Section 4. 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 Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2017.

MAYOR

Memo

To: Mayor Billy Hewes and City Council Members
From: Danny Ray Meadors, Property Manager
CC: Linda Elias, Comptroller / City Clerk
Date: August 24, 2017
Re: Declaration of Vehicles, Equipment, Furniture and etc. as Surplus Property

I am requesting that the attached list of Vehicles, Equipment, Furniture, and etc. to be placed on the Council Agenda for Tuesday September 5, 2017. I am requesting that these items be declared surplus property of the City of Gulfport so they can be disposed of at Public Auction for the value that can be obtained. The next Public Auction is scheduled for Saturday, September 16, 2017 at Long Beach Auto Auction, 8494 County Farm Rd., Long Beach, Mississippi.

VEHICLES PUBLIC AUCTION SATURDAY SEPTEMBER 16, 2017

TAG #	DESCRIPTION	VIN	DEPT	MODEL YEAR	DISPOSAL MEMO	MILEAGE
0002554	TRAILER TOPLINE 6.4' X 16' 1995	4UMTS1625SM000458	311	1995	AGE / REPAIR TOO COSTLY	
0002569	TRUCK P/U FORD F-150 1998	1FTZF1764WNA69954	311	1998	AGE / BAD ENGINE	203,775
0002333	TRUCK P/U FORD F-150 1999	2FTRX17W0XCB16529	411	1999	AGE / REPAIR TOO COSTLY	119,503
0006630	ATV HONDA FOURTRAX 250 1998	JH6TE061H0222940	411	1998	AGE / REPAIR TOO COSTLY	
0002316	VAN CHEV CG31603 1995 (SW LINE INSP)	1GBHGG31K3SF166162	825	1995	AGE / REPAIR TOO COSTLY	133,170

MACHINERY AND EQUIPMENT PUBLIC AUCTION SATURDAY SETPEMBER 16, 2017

TAG #	DESCRIPTION	MODEL YEAR	MANUFACTURER NAME	MODEL	SERIAL	DEPT
0001598	TRACTOR / LOADER FORD 1994	1994	FORD MOTOR COMPANY	345D	A423700	411
0002327	EXCAVATOR CATERPILLAR 312B 1998	1998	CATERPILLAR	312B	9GR00398	825
0002353	EXCAVATOR COMPACT KUBOTA KX91-3 2002	2002	KUBOTA	KX91-3	20473	815
0021350	THERMAL IMAGING CAMERA MSA 5600	2008	MSA THE SAFETY COMPANY	5600	A0-42464-K08	290
0002670	MOWER TORO Z420 2007	2007	TORO	Z420	26002598	411
0006862	GE REMOTE RADIO CONSOLE-JONES BLDG	1977	GENERAL ELECTRIC CORP	4EC71A10	8220349	811
0010906	CHAINSaw STIHL MODEL 066	2002	STIHL	066	155154032	311
0012204	PRESSURE WASHER HONDA 11.0 HP ENGINE	2009	HONDA	GX340	NA	815
0013649	KODAK DIGITAL CAMERA	2005	KODAK		KCKDT51412650	315
0013684	CHAINSaw STIHL MS310	2005	STIHL	MS310	266184008	311
0013691	CHIPPING HAMMER SULLAIR MCH2	2005	SULLAIR	MCH2	2850794	825
0014751	LANDSCAPE CURBING MACHINE	1996				411
0016961	SPREADER LOWRY	2003	LOWRY		0110199/2003	411
0016998	PRESSURE WASHER GRECO 244393	2007	GRECO	244393	BA1318	415
0020243	MOWER EXMARK 2008 MS6KA26B	2008	EXMARK	MS6RA26B	738482	411
0020244	MOWER EXMARK 2008 MS6KA26B	2008	EXMARK	MS6RA26B	738475	411
0020246	MOWER EXMARK 2008 MS6KA26B	2008	EXMARK	MS6RA26B	738479	411
0020247	MOWER EXMARK 2008 MS6KA26B	2008	EXMARK	MS6RA26B	738481	411
0020468	TRIMMER STRING STIHL FS110	2013	STIHL	FS110R	296469662	311
0020491	COMPACTOR WACKER WP1550AW VIBRATORY PLAT	2013	WACKER NEUSON	WP1550AW	30034263	311
0020492	PUMP TRASH 3" DIAPHRAGM WACKER PDT3A	2013	WACKER NEUSON	PDT3A	20200059	311
0021032	WRENCH IMPACT 3/4" FLORIDA FP-777A	2015	FLORIDA PNEUMATIC	FP-777A	1300484	335
0021544	METAL DETECTOR FISHER F2	2009	FISHER LABS	F2	12085112	411
0023125	PIPE CUTTER 1" - 2-1/2" HINGED REED	2010	REED PIPE TOOLS AND VICES	H21/2S	309	815
0023166	CABLE CUTTERS (2) 18V BATTERIES W/CHARG	2011	GREENLEE	GATOR ES32LGL	ALV550823ET011	815
0025743	SPRAYER BACKPACK STIHL SG20	2012	STIHL	SG20	000294	411
0025784	BLOWER BACKPACK STIHL BR600 MAGNUM	2012	STIHL	BR600	287866065	411
0025792	TRIM-N-MOW 22" STRING TRIMMER 190CC 6HP	2011	SWISHER	ST60022Q	L211-129196	411
0026512	SPRAYER BACKPACK ECHO 4 GALLON 90PSI	2012	ECHO	MS40-BP		411
0026513	SPRAYER BACKPACK ECHO 4 GALLON 90PSI	2012	ECHO	MS40-BP		411

MACHINERY AND EQUIPMENT PUBLIC AUCTION SATURDAY SETPEMBER 16, 2017

TAG #	DESCRIPTION	MODEL YEAR	MANUFACTURER NAME	MODEL	SERIAL	DEPT
0026514	SPRAYER BACKPACK ECHO 4 GALLON 90PSI	2012	ECHO	MS40-BP		411
0026515	SPRAYER BACKPACK ECHO 4 GALLON 90PSI	2012	ECHO	MS40-BP		411
0026516	SPRAYER BACKPACK ECHO 4 GALLON 90PSI	2012	ECHO	MS40-BP		411
0026556	SPREADER BROADCAST EARTHWAY ATV 12 VOLT	2012	EARTHWAY PRODUCTS INC	M30	30-14164	430
0027161	FIELD MARKER AIRLESS GRACO S100	2014	GRACO INC	FIELLAZER S100	BA7293	411
0027624	AIR COMPRESSOR KOBALT 20 GAL 1.8HP	2014	KOBALT	O332041	AB13790	311
0027633	TRIMMER STRING STIHL FS110	2015	STIHL	FS110R	500574597	311
0028263	SPRAYER BACKPACK ECHO 4 GALLON MS400	2015	ECHO	MS400	B02083-15	430
0028265	SPRAYER BACKPACK ECHO 4 GALLON MS400	2015	ECHO	MS400	15002-14	430
0029680	SPRAYER BACKPACK ECHO 4 GALLON MS401	2016	ECHO	MS401	SW502070	430
0029829	MOWER LAWN PUSH TROY-BILT TB200 150CCFWD	2016	TROY-BILT	12A-22BU711	1E026K31902	815
0010428	CAMERA DIGITAL	2001			1396634	311
0010628	CAMERA DIGITAL SONY	2002	SONY	10X	1461742	311
0017325	CAMERA DIGITAL KODAX EASYSHARE C653 6.1M	2007	KODAX	C653	KCFG72001896	213
0017361	CAMERA DIGITAL KODAX EASYSHARE C653 6.1M	2007	KODAX	C653	KCFG72029822	213
0017366	CAMERA DIGITAL KODAX EASYSHARE C653 6.1M	2007	KODAX	C653	KCFG72029685	213
0017424	CAMERA DIGITAL KODAX EASYSHARE C653 6.1M	2007	KODAX	C653	KCFG72029449	213
0017545	TV / DVD WESTINGHOUSE 26" HDTV LCD	2007	WESTINGHOUSE	SK26H520	5020671002084	150
0019857	CAMERA DIGITAL KODAK EASYSHARE C613	2008	KODAK	C613	KCGHA80226404	213
0020813	GROUND PENETRATING RADAR (GPR) SYSTEM	2008	GEOPHYSICAL SURVEY SYSTEMS	DC300/62XN	1618 / 0891	815
0006827	RADIO MOBILE VHF HIGH BAND GE/ERICSSON	1999	M/A COM INC	344A4210P2A	9305455	145
0006829	RADIO MOBILE VHF HIGH BAND GE/ERICSSON	1999	M/A COM INC	344A4210P2A	9305452	145
0006831	RADIO MOBILE VHF HIGH BAND GE/ERICSSON	1999	M/A COM INC	344A4210P2A	9305342	145
0005215	WORK STATION STEELCASE MODULAR	1999	STEELCASE			145
0005217	WORK STATION STEELCASE MODULAR	1999	STEELCASE			145
0011648	PRINTER HP OFFICEJET 4215 ALL IN ONE	2005	HEWLETT PACKARD	Q5601A	SDG0B030601	150

MACHINERY AND EQUIPMENT PUBLIC AUCTION SATURDAY SETPEMBER 16, 2017

TAG #	DESCRIPTION	MODEL YEAR	MANUFACTURER NAME	MODEL	SERIAL	DEPT
0016582	PRINTER HP LASERJET 4250DTN Q5403A	2006	HEWLETT PACKARD	4250D TN	CNRXJ59687	150
0016781	PRINTER HP LASERJET 1320N	2007	HEWLETT PACKARD	1320N	CNRC6BB11Y	150
0016922	CALCULATOR SHARP EL2630P III	2007	SHARP	EL-2630PIII	5D151961	811
0017199	CALCULATOR SHARP EL1197 PIII	2008	SHARP	EL1197PIII	7D112041	811
0018563	PRINTER HP DESKJET 6940 COLOR	2007	HEWLETT PACKARD	6940	MY788BS4CF	150
0018666	PRINTER HP DESKJET DJ6940 COLOR	2008	HEWLETT PACKARD	DJ6940	MY81ACS02Z	411
0019897	COPIER PRINTER FAX CANON IMAGERUNNER	2009	CANON USA INC	1025IF	DRL04523	411
0019898	COPIER PRINTER FAX CANON IMAGERUNNER	2009	CANON USA INC	1025IF	DRL04527	411
0020509	SHREDDER FELLOWES C-225CI	2010	FELLOWES	C-225CI	FEL 3825001	145
0020797	PRINTER HP PHOTOSMART C4450	2009	HEWLETT PACKARD	PHOTOSMART C4450	CN93BN2097	815
0021328	PRINTER HP 2280TN (C8121A)	2009	HEWLETT PACKARD	2280TN	MY33R310GT28	150
0022050	PRINTER RECEIPT DOT MATRIX STAR DP8340FC	2009	STAR MICRONICS AMERICA, INC.	DP8340FC	2102809000049	150
0022701	COPIER PRINTER FAX CANON IMAGERUNNER	2009	CANON USA INC	1025IF	DRL04512	411
0022702	COPIER PRINTER FAX CANON IMAGERUNNER	2009	CANON USA INC	1025IF	DRL04514	411
0022704	COPIER PRINTER FAX CANON IMAGERUNNER	2009	CANON USA INC	1025IF	DRL04517	411
0022706	COPIER PRINTER FAX CANON IMAGERUNNER	2009	CANON USA INC	1025IF	DRL04530	411
0022709	COPIER PRINTER FAX CANON IMAGERUNNER	2009	CANON USA INC	1025IF	DRL04519	425
0022738	PROJECTOR CALIFONE OPH-2400	2009	CALIFONE	OPH-2400	CS07110357	425
0023308	COPIER PRINTER FAX CANON IMAGERUNNER	2009	CANON USA INC	1025IF	DRL04520	411
0023503	COPIER PRINTER FAX CANON IMAGERUNNER	2009	CANON USA INC	1025IF	DRL-04521	411
0024169	PROJECTOR INFOCUS IN2104EP XGA 2500	2010	INFOCUS	W2100	AZN8950000439	411
0025144	SCANNER DOCUMENT FUJITSU FI-6130	2011	FUJITSU	FI-6130	269089	150
0025146	SCANNER DOCUMENT FUJITSU FI-6130	2011	FUJITSU	FI-6130	269031	150
0025395	PRINTER ID CARD MAGICARD RIO PRO MAG	2011	MAGICARD	3652-002 RIO PRO	51C4968	150
0012140	COMPUTER ROADRUNNER X7 HANDHELD	2003	DAP TECHNOLOGIES	PC9800 159001	CY13045	811
0012144	COMPUTER ROADRUNNER X7 HANDHELD (METERRE	2003	DATAMATIC		CY11959	811
0014468	PROCURVE 4104GL-PART#J4887(1) J4908A(2)	2006	HEWLETT PACKARD	PROCURVE 4104GL	SG626AD00B	150
0014475	SWITCH HP PROCURVE J4903A	2006	HEWLETT PACKARD	J4903A	SG622SJ04D	150
0015880	CRADLE ROADRUNNER COMPUTER METER READER	2004	DAP TECHNOLOGIES	PC9800	DD7936	811
0016349	MONITOR HP 17" L1706 FLAT PANEL DISPLAY	2007	HEWLETT PACKARD / COMPAQ	L1706	CND643232H	150

MACHINERY AND EQUIPMENT PUBLIC AUCTION SATURDAY SETPEMBER 16, 2017

TAG #	DESCRIPTION	MODEL YEAR	MANUFACTURER NAME	MODEL	SERIAL	DEPT
0016748	MONITOR HP 17" L1706 FLAT PANEL DISPLAY	2005	HEWLETT PACKARD / COMPAQ	L1706	CN332XP618	150
0016803	LAPTOP PANASONIC TOUGHBOOK CF30 RUGGED	2007	PANASONIC	CF-30CTSAZBM	7GKYA60719	213
0016835	LAPTOP PANASONIC TOUGHBOOK CF30 RUGGED	2007	PANASONIC	CF-30CTSAZBM	7GKYA57853	213
0016847	LAPTOP PANASONIC TOUGHBOOK CF30 RUGGED	2007	PANASONIC	CF-30CTSAZBM	7GKYA57809	150
0018513	LAPTOP PANASONIC TOUGHBOOK CF74 SEMI-RUG	2007	PANASONIC	CF-74GCDADB	7HKSA37554	213
0018629	CPU HP DC7800 CMT DUO E6500 DVD+RW	2008	HEWLETT PACKARD	DC7800 CMT	MXL8110XV8	150
0018663	MONITOR HP 22" LCD L2208W WIDESCREEN	2008	HEWLETT PACKARD	L2208W	CNK80708ZF	150
0020570	MONITOR HP 17" L1710 FLAT PANEL DISPLAY	2008	HEWLETT PACKARD	L1710	3CQ81531NB	150
0021169	HANDHELD COMPUTER TICKET WRITER	2008	INTERMEC	CN3	CN3AQH840C6E300	213
0021242	LAPTOP TOSHIBA PSA40U-095KZ8	2008	TOSHIBA	PSA40U-095KZ8	44118621H	150
0021717	CPU HP DC7800 CMT DUO E6500 DVD+RW	2008	HEWLETT PACKARD	DC7800	MXL8320BRV	150
0021756	MONITOR HP 17" L1710 FLAT PANEL DISPLAY	2008	HEWLETT PACKARD	L1710	CNC819RC34	150
0022035	SERVER DELL E5405	2009	DELL	E5405	8KFCVH1	150
0023081	CRADLE ROADRUNNER COMPUTER METER READER	2004	DAP TECHNOLOGIES	UC840	DD7119	811
0023095	CRADLE ROADRUNNER COMPUTER METER READER	2004	DAP TECHNOLOGIES	UC840	DD7933	811
0023096	CRADLE ROADRUNNER COMPUTER METER READER	2004	DAP TECHNOLOGIES	UC840	DD7928	811
0023097	CRADLE ROADRUNNER COMPUTER METER READER	2004	DAP TECHNOLOGIES	UC840		811
0023288	COMPUTER ROADRUNNER X7 HANDHELD	2004	DAP TECHNOLOGIES	PC9800 159001	CY13049	811
0023289	COMPUTER ROADRUNNER X7 HANDHELD	2004	DAP TECHNOLOGIES	PC9800 159001	CY13046	811
0023290	COMPUTER ROADRUNNER X7 HANDHELD	2004	DAP TECHNOLOGIES	PC9800 159001	CY13050	811
0023291	COMPUTER ROADRUNNER X7 HANDHELD	2004	DAP TECHNOLOGIES	PC9800 159001	CY13048	811
0023292	CRADLE ROADRUNNER COMPUTER METER READER	2004	DAP TECHNOLOGIES	PC9800	DD7926	811

MACHINERY AND EQUIPMENT PUBLIC AUCTION SATURDAY SETPEMBER 16, 2017

TAG #	DESCRIPTION	MODEL YEAR	MANUFACTURER NAME	MODEL	SERIAL	DEPT
0023293	COMPUTER ROADRUNNER X7 HANDHELD (METERRE	2003	DATAMATIC	DATAMATIC	CYB047	811
0023780	CONTROLLER EMC DUAL ISCSI W/(12) 750GB	2009	EMC	AX4-5I	SL7E2083200011	150
0024108	MONITOR HP L1710 FLAT PANEL DISPLAY 17"	2009	HEWLETT PACKARD	L1710	SCNC919RKPW	150
0024145	MONITOR DELL 24" S2409W WIDESCREEN FLAT	2009	DELL	S2409W/320-7345	Y183D-74261-99T-0816	150
0024171	LAPTOP PANASONIC TOUGHBOOK CF52	2010	PANASONIC	CF52 TOUGHBOOK	9L TSA90558	150
0024186	ACCESS CONTROLLER PROCURVE J9421A#ABA	2010	HEWLETT PACKARD	J94121A#ABA	SG9533P012	150
0025621	LAPTOP LENOVO THINKPAD T420 4178 4 GB	2011	LENOVO	T420 4178	R8A8KEE	150
0025625	SERVER HP PROLIANT DL380 X5690 6CORE	2011	HEWLETT PACKARD	DL380	2M212801BJ	150
0025629	LAPTOP PANASONIC TOUGHBOOK CF53	2011	PANASONIC	CF53	1HTSA17553	150
0025679	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD / COMPAQ	XZ989UT	MXL21902QN	150
0025680	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD / COMPAQ	XZ989UT	MXL21902QY	150
0025681	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD / COMPAQ	XZ989UT	MXL21902QZ	150
0025682	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD / COMPAQ	XZ989UT	MXL21813CN	150
0025683	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD / COMPAQ	XZ989UT	2UA2190K8N	150
0025684	MONITOR HP 20" LED LCD LV2011	2012	HEWLETT PACKARD / COMPAQ	LV2011	CNC214P2X6	150
0025686	MONITOR HP 20" LED LCD LV2011	2012	HEWLETT PACKARD / COMPAQ	LV2011	CNC214P25Y	150
0025687	MONITOR HP 20" LED LCD LV2011	2012	HEWLETT PACKARD / COMPAQ	LV2011	CNC214P2X0	150
0025689	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD / COMPAQ	XZ989UT	MXL2181JHJ	150
0025690	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD / COMPAQ	XZ989UT	MXL22001TL	150
0025691	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD / COMPAQ	XZ989UT	MXL22001V7	150
0025692	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD / COMPAQ	XZ989UT	MXL2181JH9	150
0025693	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD / COMPAQ	XZ989UT	MCL21801JGZ	150
0025694	MONITOR HP 20" LED LCD LV2011	2012	HEWLETT PACKARD / COMPAQ	LV2011	CNC214PX5	150
0025695	MONITOR HP 20" LED LCD LV2011	2012	HEWLETT PACKARD / COMPAQ	LV2011	CNC214PZ9Q	150
0025697	MONITOR HP 20" LED LCD LV2011	2012	HEWLETT PACKARD / COMPAQ	LV2011	CNC214P2D6	150
0026065	LAPTOP LENOVO THINKPAD EDGE 15 0319-26U	2012	LENOVO	THINKPAD EDGE 15	LR-5LL5D11/10	213
0026066	LAPTOP LENOVO THINKPAD EDGE 15 0319-26U	2012	LENOVO	THINKPAD EDGE 15	LR-5LL4X11/10	213
0026067	LAPTOP LENOVO THINKPAD EDGE 15 0319-26U	2012	LENOVO	THINKPAD EDGE 15	LR-5LL2F11/10	213
0026068	LAPTOP LENOVO THINKPAD EDGE 15 0319-26U	2012	LENOVO	THINKPAD EDGE 15	LR-5LK7T11/10	213
0026069	LAPTOP LENOVO THINKPAD EDGE 15 0319-26U	2012	LENOVO	THINKPAD EDGE 15	LR-5LL6F11/10	213

MACHINERY AND EQUIPMENT PUBLIC AUCTION SATURDAY SETPEMBER 16, 2017

TAG #	DESCRIPTION	MODEL YEAR	MANUFACTURER NAME	MODEL	SERIAL	DEPT
0026300	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD / COMPAQ	XZ989UT	MXL2181JH1	150
0026301	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD / COMPAQ	XZ989UT	MXL2181JHO	150
0026302	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD / COMPAQ	XZ989UT	MXL2181JH2	150
0026303	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD / COMPAQ	XZ989UT	MXL2181JGV	150
0026304	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD / COMPAQ	XZ989UT	MXL2181JH7	150
0026305	MONITOR HP 20" LED LCD LV2011	2012	HEWLETT PACKARD / COMPAQ	LV2011	CNC214P1XK	150
0026306	MONITOR HP 20" LED LCD LV2011	2012	HEWLETT PACKARD / COMPAQ	LV2011	CNC214P2NG	150
0026307	MONITOR HP 20" LED LCD LV2011	2012	HEWLETT PACKARD / COMPAQ	LV2011	CNC214P1CN	150
0026309	MONITOR HP 20" LED LCD LV2011	2012	HEWLETT PACKARD / COMPAQ	LV2011	CNC214P2DM	150
0026310	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD / COMPAQ	XZ989UT	MXL22001V3	150
0026312	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD / COMPAQ	XZ989UT	MXL2181JHC	150
0026313	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD / COMPAQ	XZ989UT	MXL22001TK	150
0026314	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD / COMPAQ	XZ989UT	MXL22001TM	150
0026318	MONITOR HP 20" LED LCD LV2011	2012	HEWLETT PACKARD / COMPAQ	LV2011	CNC214P31M	150
0026319	MONITOR HP 20" LED LCD LV2011	2012	HEWLETT PACKARD / COMPAQ	LV2011	CNC214P2DJ	150
0026320	CPU HP WORKSTATION Z400 XEON W3520	2012	HEWLETT PACKARD	V800UT	2UA2211P9V	150
0026321	CPU HP WORKSTATION Z400 XEON W3520	2012	HEWLETT PACKARD	V800UT	2UA2211PB0	150
0026324	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD / COMPAQ	XZ989UT	2UA2200303	150
0026330	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD / COMPAQ	XZ989UT	2UA220032F	150
0026331	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD / COMPAQ	XZ989UT	2UA220037M	150
0026332	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD / COMPAQ	XZ989UT	2UA220032R	150
0026334	MONITOR HP 20" LED LCD LV2011	2012	HEWLETT PACKARD	LV2011	CNC212P3K3	150
0026342	MONITOR HP 20" LED LCD LV2011	2012	HEWLETT PACKARD	LV2011	CNC212P5T4	150
0026359	CPU HP COMPAQ 8300 ELITE MINITOWER	2012	HEWLETT PACKARD	8300 ELITE	MXL23903TF	150
0026626	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD / COMPAQ	8300 ELITE	MXL3190ZLJ	150
0026632	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD / COMPAQ	8300 ELITE	MXL3190ZLP	150
0026818	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD / COMPAQ	8300 ELITE	MXL32118GY	150
0026820	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD / COMPAQ	8300 ELITE	MXL32118HH	150
0026845	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD / COMPAQ	LA2206XC	3CQ3171TJC	150
0026892	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD / COMPAQ	8300 ELITE	MXL323228H	150
0026918	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD / COMPAQ	8300 ELITE	MXL325152X	150
0026920	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD / COMPAQ	8300 ELITE	MXL3251538	150

MACHINERY AND EQUIPMENT PUBLIC AUCTION SATURDAY SETPEMBER 16, 2017

TAG #	DESCRIPTION	MODEL YEAR	MANUFACTURER NAME	MODEL	SERIAL	DEPT
0026923	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD / COMPAQ	8300 ELITE	MXL3251533	150
0026925	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD / COMPAQ	8300 ELITE	MXL3251537	150
0026926	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD / COMPAQ	8300 ELITE	MXL3251532	150
0026928	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD / COMPAQ	8300 ELITE	MXL325152M	150
0026931	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD / COMPAQ	8300 ELITE	MXL325152Q	150
0026937	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD / COMPAQ	8300 ELITE	MXL3251539	150
0026946	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD / COMPAQ	8300 ELITE	MXL3260RMG	150
0026952	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD / COMPAQ	8300 ELITE	MXL3260RM6	150
0026965	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD / COMPAQ	8300 ELITE	MXL3260RMB	150
0026993	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD / COMPAQ	LA2206XC	3CQ32129KK	150
0027038	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD / COMPAQ	LA2206XC	3CQ32112BY	150
0027039	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD / COMPAQ	LA2206XC	3CQ32112C2	150
0027046	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD / COMPAQ	LA2206XC	3CQ32110J0	150
0027047	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD / COMPAQ	LA2206XC	3CQ3212J4S	150
0027048	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD / COMPAQ	LA2206XC	3CQ3212J4P	150
0027049	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD / COMPAQ	LA2206XC	3CQ32112C9	150
0027050	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD / COMPAQ	LA2206XC	3CQ32112C6	150
0027093	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD / COMPAQ	LA2206XC	3CQ32110HZ	150
0027247	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD / COMPAQ	8300 ELITE	MXL3271514	150
0027280	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD / COMPAQ	LA2206XC	3CQ32129KF	150
0027282	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD / COMPAQ	LA2206XC	3CQ32129MN	150
0027290	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD / COMPAQ	LA2206XC	3CQ32129KZ	150
0029065	SCANNER DOCUMENT CANON IMAGE DR-6010C	2015	CANON USA INC	DR6010C	21FB330266	150
0029211	MONITOR HP 24" LED E2411 ELITEDISPLAY	2015	HEWLETT PACKARD	E2411 FOW51A#ABA	CN451002MQ	150
0029483	MONITOR HP 20" LED W2082A	2016	HEWLETT PACKARD	W2082A	CNC546P4HG	150
0030398	SECURITY GATEWAY ENTERPRISE ROUTER	2017	UBIQUITI NETWORKS	USG	K802AA8CD8D53	150
0021541	TV INSIGNIA 22" HDTV LCD 720P FLAT PANE	2008	INSIGNIA	NS-LCD22-09	I8088JA063923	411
0021862	TV DISNEY 13" PC1310ATV	2008		PC1310ATV		411
0022890	CAMERA DIGITAL OLYMPUS TG-310	2011	OLYMPUS	TG-310	BR546246	313
0023583	PROJECTOR INFOCUS WORK BIG IN2104	2009	INFOCUS	IN2104	AZNB92202387	411
0028323	TV RCA 32" TRUFLAT CRT		RCA			290

MACHINERY AND EQUIPMENT PUBLIC AUCTION SATURDAY SEPTEMBER 16, 2017

TAG #	DESCRIPTION	MODEL YEAR	MANUFACTURER NAME	MODEL	SERIAL	DEPT
0005047	REFRIGERATOR HAIER	1999	HAIER		F98020815	411
0005216	WORK STATIONS STEELCASE MODULAR	1999	STEELCASE			145
0015554	ICE MACHINE ICE-O-MATIC ICEU220HA1	2006	ICE O MATIC	ICEU220HA1	06071280014363	290
0022297	ICE MACHINE MANITOWOC QD0602A		MANITOWOC FOODSERVICE	QD0602A	31163645	415
0023306	REFRIGERATOR GE GTH21KCXWW 21.0CUFT	2009	GENERAL ELECTRIC CORP	GTH21KCXWW	G5139569	411
0023660	REFRIGERATOR GE 4.3 CUFT COMPACT	2009	GENERAL ELECTRIC CORP	GMR04HASACS	VR011391	621
0026489	GRILL GAS CHAR-BROIL COMMERCIAL STAINLES	2014	CHAR-BROIL	463449914	G455031307001576	290
0027135	VACUUM EUREKA A2030	2014	EUREKA	A2030	UU111402002628	411
None	DRINKING FOUNTAIN		N/A	EBFSA8-1B	970810533	411
None	CONFERENCE TABLE	2009			N/A	411
None	BACK SPRAYER		STIHL		979 641092	411
None	BACK SPRAYER		SOLO			411
None	BACK SPRAYER		SOLO			411
None	PAPER SHREDER		FELLOWS	DS12C	CRC-32080	411
None	CHAIR CADDY				N/A	411
None	CHAIR CADDY				N/A	411
None	REFRIGERATOR				N/A	411
None	Shop Vacuum, 16gal	2009	Shop Vac	6060	R0-234	213
None	Digital Camera	2009	Kodak	EasyShare C613	Label Missing	213
None	Dermal Tool	2009	Dermal	3000	604	213
None	Jump Box	2009	Booster Pac	ES5000	None Visible	213
None	Jump Box	2009	Booster Pac	ES5000	None Visible	213
None	Stereo Amplifier	2009	Dual	XPR540	NSD0020624	213
None	Speaker Enclosure/cables	2009	Bbox	Atrend	None visible	213
None	Car Stereo AM/FM	2009	Alpine	CDA-7875	S10960087B	213
None	Car Stereo AM/FM	2009	JVC	Destination J2	none visible	213
None	Car Stereo AM/FM	2009	Kenwood	KDC-MP442U	90401944	213
None	Car Stereo AM/FM	2009	Panasonic	DPX-60	CQ-DPX60EUC	213
None	Car Stereo AM/FM	2009	Pioneer	DEH-P3800MP	EKPG031806UC	213
None	Car Stereo AM/FM	2009	Blaupunkt	Monterrey MP35	none visible	213
None	Car Stereo AM/FM	2009	Ford	Dual DIN	LB087669	213

MACHINERY AND EQUIPMENT PUBLIC AUCTION SATURDAY SETPEMBER 16, 2017

TAG #	DESCRIPTION	MODEL YEAR	MANUFACTURER NAME	MODEL	SERIAL	DEPT
None	Car Stereo AM/FM	2009	Ford	Dual DIN	AG4**699	213
None	400 Watt Power Inverter (7)	2009	Power on Board	VEC031POB	None	213
None	500 Watt Power Inverter (2)	2009	Maxx	VEC066CPOB	None	213
None	Shop Vacuum, 8gal	2009	Shop Vac	8045	none	213
None	Digital Camera	2009	Nikon	CoolPix L28	32191648	213
None	Camera Tripod	2009	Kinvo	TP438	none	213
None	Camera Tripod	2009	Magnavox	None	none	213
None	Camera Tripod	2009	Ambico	None	none	213
None	Air Hose	2009	Flexzilla	none	none	213
None	LED Work Light and reel	2009	Optik	782-7114	None	213
None	Tote of Miscellaneous leather gear	2009	Various	Various	None	213
None	Filter (1)	2009	Wix	33811	None	213
None	Filter (2)	2009	Wix	51806	None	213
None	Filter (2)	2009	Wix	33166	None	213
None	Filter (10)	2009	Wix	33403	None	213
None	Filter (1)	2009	Wix	33338	None	213
None	Filter (9)	2009	Wix	33124	None	213
None	Filter (29)	2009	Wix	33118	None	213
None	Filter (3)	2009	Wix	33531	None	213
None	Filter (39)	2009	Wix	42723	None	213
None	Filter (2)	2009	Wix	51060	None	213
None	Filter (2)	2009	Wix	51623	None	213
None	Filter (2)	2009	Wix	51799	None	213
None	Filter (1)	2009	Wix	NAPA	None	213
None	Filter (3)	2009	Wix	3124	None	213
None	Filter (10)	2009	Wix	3406	None	213
None	Filter (1)	2009	International	1822588C1	None	213
None	Filter (9)	2009	Baldwin	BF7924	None	213
None	Filter (1)	2009	Baldwin	BT260-10	None	213
None	Filter (6)	2009	Baldwin	BW5137	None	213
None	Filter (2)	2009	Baldwin	BT839-10	None	213
None	Filter (2)	2009	Baldwin	BT260-10	None	213

MACHINERY AND EQUIPMENT PUBLIC AUCTION SATURDAY SETPEMBER 16, 2017

TAG #	DESCRIPTION	MODEL YEAR	MANUFACTURER NAME	MODEL	SERIAL	DEPT
None	Filter (1)	2009	Baldwin	BT259	None	213
None	Filter (4)	2009	Baldwin	BF7673	None	213
None	Filter (2)	2009	Baldwin	B233	None	213
None	Filter (3)	2009	Baldwin	PT951	None	213
None	Filter (1)	2009	Fram	PH3675	None	213
None	Filter (1)	2009	Fram	PH3614	None	213
None	Filter (1)	2009	Microguard	MGL3506	None	213
None	Filter (1)	2009	NAPA	21522	None	213
None	Filter (1)	2009	NAPA	21356	None	213
None	Filter (1)	2009	NAPA	21040	None	213
None	Filter (1)	2009	PrimeGuard	POF5288	None	213
None	Filter (1)	2009	Duralast	TF207	None	213
None	Filter (1)	2009	Duralast	TF320	None	213
None	Brake Pads (1 pr)	2009	Raybestos	ATD1498C	None	213
None	Brake Pads (1 pr)	2009	Raybestos	MOPAR	None	213
None	Brake Pads (1 pr)	2009	Raybestos	05191271AC	None	213
None	Elo Monitor				J11L10434	150
None	NEC Phone Controller				S663ERAU	150
None	Hi Gain Access Point				HEMCOWABN11222A0007	150
None	Dell Presion T3500					150
None	Dell Poweredge				82ltm1	150
None	52 hard drives wiped (52)				gythxq1	150
None	MICROWAVE	2011	GE			150
None	CAMERA	UNK	UNK			311
None	Aluminum Case Voting Booths (37)					311
None	Metal Ballot Boxes (21)					145
None	Luggage Carriers (28)					145
None	Grill Charcoal					145
None	Exercise Glider					145
None	Desk / Hutch Gray					145
None	Tank Steel Underground Storage (12,000 gallons)					311

MACHINERY AND EQUIPMENT PUBLIC AUCTION SATURDAY SETPEMBER 16, 2017

TAG #	DESCRIPTION	MODEL YEAR	MANUFACTURER NAME	MODEL	SERIAL	DEPT
None	TV Philips 25"		Philips			335
None	Drill 1/2" Dewalt		Dewalt			335
None	Grinder 4 1/2" Dewalt		Dewalt			335
None	Control Cable Crane - has short					335
None	NAPA infrared thermometer		NAPA	12015.01		335
None	Misc Old engine Manuels					335
None	40' power reel - has short					335
None	Exhaust Pipes (2)					335
None	Box excess parts CAT 312					335
None	Manual operator and repair CAT 312					335
None	Manual operator and repair Kubota					355
None	Box excess parts Kubota KX91-2 and 3					335



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Administration

Date: 08/30/2017

Subject: Resolution - approving donation of funds (in the form of a permit fee waiver) by the City of Gulfport to St. Jude Children's Research Hospital 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 APPROVE DONATION OF FUNDS (IN THE FORM OF A PERMIT FEE WAIVER)
BY THE CITY OF GULFPORT TO ST. JUDE CHILDREN’S RESEARCH HOSPITAL,
AND FOR RELATED PURPOSES**

WHEREAS, St. Jude Children’s Research Hospital has chosen Sapphire Homes to build the 2018 Gulfport St. Jude Dream Home, and Sapphire Homes has agreed to donate 100% of their overhead and profit to construct this home; and

WHEREAS, St. Jude Children’s Research Hospital, in an effort to reduce the cost of construction (labor and materials) that it must pay has requested a full and complete waiver of the building permit fees for the construction of the 2018 St. Jude Dream Home in the City of Gulfport; and

WHEREAS, Kelly McGuire, Construction Specialist, Dream Home with St. Jude Children’s Research Hospital, has submitted a letter, attached hereto as Exhibit “A”, requesting that the City of Gulfport waive all permit fees associated with the construction of the 2018 St. Jude Dream Home in the City of Gulfport; and

WHEREAS, Mississippi Code (1972) *Ann. as amended*, §21-17-1 (8) states the governing authority of a municipality, in its discretion, may expend municipal funds to match any state, federal or private funding for any program administered by the State of Mississippi, the United States government or any nonprofit organization that is exempt under 26 USCS Section 501(c)(3) from paying federal income tax; and

WHEREAS, Mississippi Code (1972) *Ann. as amended*, § 21-19-65 state the governing authorities of any municipality shall have the power to expend monies from the municipal general fund to match any other funds for the purpose of supporting social and community programs; and .

WHEREAS, St. Jude Children’s Research Hospital is a registered nonprofit and tax exempt organization per applicable IRS rules and regulations.

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 Council, pursuant to authority granted at Miss. Code Ann. §21-17-1(8), and §21-19-65 authorizes a donation of funds to St. Jude Children’s Research Hospital in the form of a waiver of building permit fees for the 2018 St. Jude Dream Home in 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



ST. JUDE DREAM HOME® Giveaway

RE: Request support for the St Jude Dream Home campaign

To Whom It May Concern:

My name is Kelly McGuire. St. Jude Children's Research Hospital, has chosen Sapphire Homes, LLC to build the Gulfport St. Jude Dream Home. Sapphire Homes has not only enthusiastically accepted this invitation, but will be donating 100% of their overhead and profit to construct this home. This year's home will be located in the Oak Shadows development. The St. Jude Dream Home program has been in the Gulfport area for 12 years and has raised over 7,062,200 dollars for St. Jude. As I'm sure you are already aware, there is a tremendous amount of community support for St. Jude in the Gulfport area.

St. Jude Children's Research Hospital, founded by the late entertainer Danny Thomas, is one of the world's premier centers for the research and treatment of catastrophic childhood diseases including cancer, pediatric AIDS and sickle cell disease. It is a haven where children can find treatment regardless of their race, religion, creed or family's ability to pay. Since opening in 1962, St. Jude has not only treated children from all 50 states and more than 70 foreign countries, but St. Jude has also developed protocols that have brought the overall survival rate for childhood cancer from less than 20% to 80% overall. St. Jude is the only research hospital that pays for all treatment and expenses not covered by insurance, including travel, lodging and food, regardless of a family's ability to pay. To help offset these costs St. Jude utilizes numerous fundraising programs such as the St. Jude Dream Home program, which began in 1991. Dr. Donald Mack raffled a home in Shreveport, LA, raising over \$166,000 for St. Jude Children's Research Hospital the very first year. The success of the event became an annual fundraiser and ultimately became the largest single event national fundraiser for St. Jude. To date, the program has given away over 400 homes and raised nearly \$340 million.

St. Jude Children's Research Hospital primary goal in partnering with Sapphire Homes, LLC is to build the home at the lowest possible cost, and help to raise childhood cancer awareness. This will allow Sapphire to maximize the amount of money that will be sent to St. Jude. In light of this, I humbly request that all permitting costs associated with this year's Dream Home be donated in full. Last year, several permitting offices across the nation joined in the local Dream Home effort by donating their fees as well. I am glad to share a list of references to those permitting offices, if you would like to speak to them about their experience.

If I can answer any questions for you about this project or how the City of Gulfport can become more involved, please do not hesitate to call or email me at (901) 462-6751.

Thank you in advance for your consideration.

Sincerely,

M. Kelly McGuire
Construction Specialist, Dream Home
St. Jude Children's Research Hospital



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Karen McCarty, Grants Management
Community Development

Date: 08/28/2017

Subject: Resolution - approving corrected SF-424 Application for Federal Assistance, 2017 CDBG Program, due to reduction in Federal Award and for related purposes.

Recommendation: Staff Recommends

Application for Federal Assistance SF-424

Version 02

*1. Type of Submission:

☐ Preapplication☒ Application☐ Changed/Corrected Application

*2. Type of Application

☒ New☐ Continuation☐ Revision

* If Revision, select appropriate letter(s)

*Other (Specify)

3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

280612

*5b. Federal Award Identifier:

B-17-MC-28002

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Gulfport

*b. Employer/Taxpayer Identification Number (EIN/TIN):

64-6000413

*c. Organizational DUNS:

083441931

d. Address:*Street 1: P. O. Box 59Street 2: 2309 15th Street*City: GulfportCounty: Harrison*State: Mississippi

Province: _____

*Country: United States*Zip / Postal Code 39501**e. Organizational Unit:**

Department Name:

Community Development Department

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:Prefix: Ms*First Name: KarenMiddle Name: C.*Last Name: McCarty

Suffix: _____

Title: Community Development Administrator

Organizational Affiliation:

Municipal -Local Government

*Telephone Number: 228-868-5705 ext. 6545Fax Number: 228-868-5760*Email: kmccarty@gulfport-ms.gov

Application for Federal Assistance SF-424

Version 02

***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

U. S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant Program

***12 Funding Opportunity Number:**

Entitlement Funds

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

The City Limits of Gulfport, Mississippi

***15. Descriptive Title of Applicant's Project:**

The City of Gulfport is an Entitlement City under the Community Development Block Grant Program. In its Five Year Consolidated Plan and 2017 Action Plan, housing, public infrastructure, public facilities, public services and administration are funded.

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

*a. Applicant: 5th

*b. Program/Project: 5th

17. Proposed Project:

*a. Start Date: 01/01/17

*b. End Date: 12/31/17

18. Estimated Funding (\$):

*a. Federal	608,953 + 46,618
*b. Applicant	_____ (reallocated)
*c. State	_____
*d. Local	_____
*e. Other	_____
*f. Program Income	_____
*g. TOTAL	_____ 655,571

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

Authorized Representative:

Prefix: Mr. *First Name: Billy

Middle Name: _____

*Last Name: Hewes

Suffix: III

*Title: Mayor, City of Gulfport, Mississippi

*Telephone Number: 228-868-5700

Fax Number: 228-868-5760

* Email: BHewes@gulfport-ms.gov

*Signature of Authorized Representative:

*Date Signed: 8/15/2017

Application for Federal Assistance SF-424

Version 02

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry:	Item	Entry:
1.	Type of Submission: (Required): Select one type of submission in accordance with agency instructions. • Preapplication • Application • Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date.	10.	Name Of Federal Agency: (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
2.	Type of Application: (Required) Select one type of application in accordance with agency instructions. • New – An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify)	11.	Catalog Of Federal Domestic Assistance Number/Title: Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
3.	Date Received: Leave this field blank. This date will be assigned by the Federal agency.	12.	Funding Opportunity Number/Title: (Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
4.	Applicant Identifier: Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.	13.	Competition Identification Number/Title: Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
5a.	Federal Entity Identifier: Enter the number assigned to your organization by the Federal Agency, if any.	14.	Areas Affected By Project: List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
5b.	Federal Award Identifier: For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.	15.	Descriptive Title of Applicant's Project: (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
6.	Date Received by State: Leave this field blank. This date will be assigned by the State, if applicable.	16.	Congressional Districts Of: (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5 th district, CA-012 for California 12 th district, NC-103 for North Carolina's 103 rd district. • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e. all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000.
7.	State Application Identifier: Leave this field blank. This identifier will be assigned by the State, if applicable.	17.	Proposed Project Start and End Dates: (Required) Enter the proposed start date and end date of the project.
8.	Applicant Information: Enter the following in accordance with agency instructions: a. Legal Name: (Required): Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website. b. Employer/Taxpayer Number (EIN/TIN): (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444. c. Organizational DUNS: (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website. d. Address: Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US). e. Organizational Unit: Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the	18.	Estimated Funding: (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
		19.	Is Application Subject to Review by State Under Executive Order 12372 Process? Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the

	assistance activity, if applicable.		State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State																								
	f. Name and contact information of person to be contacted on matters involving this application: Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.	20.	Is the Applicant Delinquent on any Federal Debt? (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. If yes, include an explanation on the continuation sheet.																								
9.	Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions.	21.	Authorized Representative: (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)																								
	<table border="1"> <tr> <td>A. State Government</td><td>M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)</td></tr> <tr> <td>B. County Government</td><td>N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)</td></tr> <tr> <td>C. City or Township Government</td><td>O. Private Institution of Higher Education</td></tr> <tr> <td>D. Special District Government</td><td>P. Individual</td></tr> <tr> <td>E. Regional Organization</td><td>Q. For-Profit Organization (Other than Small Business)</td></tr> <tr> <td>F. U.S. Territory or Possession</td><td>R. Small Business</td></tr> <tr> <td>G. Independent School District</td><td>S. Hispanic-serving Institution</td></tr> <tr> <td>H. Public/State Controlled Institution of Higher Education</td><td>T. Historically Black Colleges and Universities (HBCUs)</td></tr> <tr> <td>I. Indian/Native American Tribal Government (Federally Recognized)</td><td>U. Tribally Controlled Colleges and Universities (TCCUs)</td></tr> <tr> <td>J. Indian/Native American Tribal Government (Other than Federally Recognized)</td><td>V. Alaska Native and Native Hawaiian Serving Institutions</td></tr> <tr> <td>K. Indian/Native American Tribally Designated Organization</td><td>W. Non-domestic (non-US) Entity</td></tr> <tr> <td>L. Public/Indian Housing Authority</td><td>X. Other (specify)</td></tr> </table>	A. State Government	M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)	B. County Government	N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)	C. City or Township Government	O. Private Institution of Higher Education	D. Special District Government	P. Individual	E. Regional Organization	Q. For-Profit Organization (Other than Small Business)	F. U.S. Territory or Possession	R. Small Business	G. Independent School District	S. Hispanic-serving Institution	H. Public/State Controlled Institution of Higher Education	T. Historically Black Colleges and Universities (HBCUs)	I. Indian/Native American Tribal Government (Federally Recognized)	U. Tribally Controlled Colleges and Universities (TCCUs)	J. Indian/Native American Tribal Government (Other than Federally Recognized)	V. Alaska Native and Native Hawaiian Serving Institutions	K. Indian/Native American Tribally Designated Organization	W. Non-domestic (non-US) Entity	L. Public/Indian Housing Authority	X. Other (specify)		
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L. Public/Indian Housing Authority	X. Other (specify)																										



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
City Council

Date: 08/30/2017

Subject: Resolution - by the Gulfport City Council appointing Deputy Clerk of Council and for related purposes.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 08/15/2017

Subject: Budget Amendment #51 - to budget funds received as a result of a forfeiture resulting from a drug related arrest.

Recommendation:

City of Gulfport

Budget Amendment Request

Fund Name	Police Forfeiture	08/25/17
Department #	275	2017-51
Department Name	Police Forfeiture-County/Local (277)	

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personal Services	12,003	(12,003)		-
Supplies	90	18,749	3,590	22,429
Other Services	-			-
Capital Outlay	574,688	29,976	-	604,664
Total	586,781	36,722	3,590	627,093
Police Reimb Revenue	-	36,722	3,590	40,312

Amendment to budget revenue received for a forfeiture resulting from a drug related arrest. This amendment is being requested by the Police Chief. 275-493100 277-610700.

Amendment # 2017-51

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Leonard Papania

Date: August 15, 2017

Re: Budget Amendment

The following check was issued by the City of Gulfport for a forfeiture resulting from a drug related arrest.

Check number (196813) amount of \$3,589.60

I request your permission to place these funds in the account below:

Account Number	Decrease Amount	Increase Amount
Forfeiture and Seizure County and Local Shared Operating Supplies -- 277-610700		3,589.60
County/Local Shared Revenue 275-493100	-3,589.60	

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.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 08/25/2017

Subject: Budget Amendment #52 - to transfer funds within the Urban Development Department to increase lot assessment budget for the remainder of FY 2017.

Recommendation:

City of Gulfport

Budget Amendment Request

Fund Name	General	Date	08/25/17
Department #	611	Budget Entry #	2017-52
Department Name	Urban Development		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personal Services	1,547,872	-	(13,000)	1,534,872
Supplies	38,440	-	(5,500)	32,940
Other Services	208,155	-	18,500	226,655
Capital Outlay	15,500	-	-	15,500
Total	1,809,967	-	-	1,809,967

Amendment to transfer funds to increase lot assessment budget for operations to continue through the remainder of FY 2017. Decrease 611-610700 \$2,000, 611-611300 \$2,000, 611-612500 \$1,500 and 611-600100 \$13,000 and Increase 611-62550 \$18,500.

Amendment # 2017-52



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.
Gulfport, MS 39501

Budget Amendment

To: Linda Elias, CPA, Comptroller
Leah Holland, CPA, Finance

CC: Mayor Billy Hewes
Dr. John Kelly

From: Greg Pietrangelo, Director of Urban Development

Date: August 23, 2017

Re: Budget amendment to transfer funds necessary to continue Lot Assessments through FY 2017

AMOUNT	FROM	TO
\$2,000	611-610700 Operating Supplies	611-62550 Lot Assessment
\$2,000	611-611300 Motor Vehicles	611-62550 Lot Assessment
\$1,500	611-612500 Uniforms	611-62550 Lot Assessment
\$13,000	611-600100 Wages\Salaries	611-62550 Lot Assessment
\$18,500	Total	

The requested transfers are necessary to perform Lot Assessment operations through FYE 2017. The Wages\Salaries budget's funds are available because we did not fill the position of Chief of Code Enforcement, and therefore, transferring these funds will not negatively affect the overall salary budget.

Please place on the September 5th Council agenda.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ryan Merrill, Budget Analyst
Public Works

Date: 08/28/2017

Subject: Budget Amendment #53 - to transfer funds within the Poplar Circle Improvement Accounts to fund the Poplar Circle asphalt paving.

Recommendation:

City of Gulfport

Budget Amendment Request

Fund Name	Water & Sewer	Date	08/28/17
Department #	856	Budget Entry #	2017-53
Department Name	Capital Projects	Project 82567	

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Other Services	129,754	-	(35,508)	94,246
Capital Projects	1,691,419	-	35,508	1,726,927
Total	1,821,173	-	-	1,821,173

The Department of Public Works is requesting a Budget Amendment to transfer a total of \$35,508.00 from the Poplar Circle Engineering 856-621100-82567 account to the Poplar Circle Construction account 856-640100-82567 in order to fund necessary asphalt paving.

Amendment # 2017-53



**DEPARTMENT OF
PUBLIC WORKS**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5740
Fax: 228-214-2238

Budget Amendment

To: Linda Elias, CPA, Comptroller
Leah Holland, CPA, Finance

CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Kris Riemann, P.E., Director of Engineering

From: Wayne E. Miller, P.E., Director of Public Works

Date: August 28th, 2017

Subject: Budget Amendment to Fund Asphalt Paving of Poplar Circle

WEM

AMOUNT	FROM	TO
\$35,508.00	856-621100-82567 (Engineering)	856-640100-82567 (Capital Projects)
\$35,508.00	TOTAL	

The Department of Public Works is requesting a Budget Amendment to transfer a total of **\$35,508.00** from the Poplar Circle Engineering account to the Poplar Circle Construction account in order to fund necessary asphalt paving.

Attached is a work authorization for the costs of these services via Term Contract C3, approved by City Council 1/17/2017 (Warren Paving).

I hereby recommend this budget amendment.

Please place on the September 5th, 2017 City Council Agenda.

GROUP C3 CONTRACT PERIOD 01/01/2017 THROUGH 12/31/2017
UNIT PRICE PROJECT
Work Authorization No.

Location: POPLAR CIRCLE
Scope: ASPHALT PAVING

ITEM NO.	DESCRIPTON	QUANTITY	UNIT	UNIT PRICE	EXTENSION
	HOT MIX ASPHALT IN -PLACE, ST 9.5MM MIXTURE (1.5")	590	TON	\$74.50	\$43,955.00
	COLD MILLING, DEPTH LESS THAN 1.5"	7563	SY	\$30.00	\$1,890.00 2250.00
					\$45,845.00 P-27-17 WEM

TIME: IT IS ESTIMATED THAT THE WORK WILL NOT REQUIRE MORE THAN FIVE

5 CALENDER DAYS. 46,205.00

AUTHORIZATION: Wayne E. Miller

CITY OF GULFPORT

DATE: 8-24-17

AUTHORIZATION: [Signature]

CONTRACTOR

DATE: 8/23/17



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Sherry Dulaney, Accounts Payable Supervisor
Accounts Payable

Date: 08/28/2017

Subject:

Docket of Claims - to be approved through September 6, 2017.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 08/30/2017

Subject: Ratification - of acceptance of donated easements from Golden State Bank, 14th Street Properties, LLC; and Old Harrison Hancock Building, LLC; for Fishbone Alley Sound Equipment Project - to be made a part of the minutes.

Recommendation:

SCANNED



Johnston 1st Judicial District
 Instrument 2017 5345 D - J1
 Filed/Recorded 8/ 8/2017 11:31 A
 Total Fees \$ 16.00
 4 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
 City Attorney's Office
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811



PERPETUAL STRUCTURE EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor**,

GOLDEN STATE BANK

Attn: Kenneth Shellem
 1060 West Foothill Blvd.
 Upland, California 91786
 (909) 981-8000

does hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
 2309 15th Street
 Gulfport, Mississippi 39501
 Telephone (228) 868-5811

a perpetual structure easement for construction, installation, operation and maintenance of fixtures and hardware required for a municipal sound system in, on, over, across, under and to the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry in, on over, across, under and to Grantor's remaining and adjacent property for the purpose of construction and maintenance of said fixtures and hardware. Any damage caused to Grantor's remaining and adjacent

✓

property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

WITNESS MY SIGNATURE on this the 20th day of July, 2017.

Kenneth Shellem

Printed name: Kenneth Shellem Title: SVP

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2017, _____, who is the _____ of Golden State Bank, who acknowledged to me that he/she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his/her free and voluntary act and deed, for and on behalf of said entity, after first being duly authorized to do so.

NOTARY PUBLIC

My Commission Expires:

(SEAL)

INDEXING INSTRUCTIONS:

South 14' and 1" of Lot 4, All of Lots 5, 6, and 7, and North 14' of Lot 8, Block 177, Original Gulfport, City of Gulfport, First Judicial District, Harrison County, Mississippi

Exhibit "A"

Perpetual Structure Easement

The rear wall adjacent to the alley and located on the west side of the structure located at **South 14' and 1" of Lot 4, All of Lots 5, 6, and 7, and North 14' of Lot 8, Block 177**, Original Gulfport, as per the 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, at Plat Book 11 at Page 9 (Copy Book 4A at Page 368).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of San Bernardino)

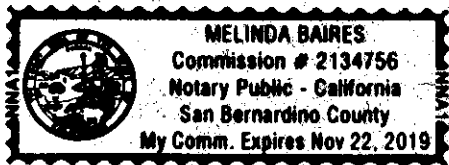
On July 20th, 2017 before me, Melinda Baires, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kenneth Shellem
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

SCANNED



John H. ... 1st Judicial District
 Instrument 2017 5344 D - J1
 Filed/Recorded 8/ 8/2017 11:30 A
 Total Fees \$ 15.00
 3 Pages Recorded



This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
 City Attorney's Office
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811

PERPETUAL STRUCTURE EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor**,

14TH STREET PROPERTIES LLC

P.O. Drawer 6829
 Gulfport, MS 39506
 (228) 863-6000

does hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
 2309 15th Street
 Gulfport, Mississippi 39501
 Telephone (228) 868-5811

a perpetual structure easement for construction, installation, operation and maintenance of fixtures and hardware required for a municipal sound system in, on, over, across, under and to the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

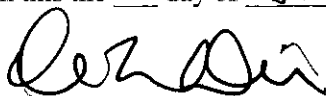
See Exhibit "A" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry in, on over, across, under and to Grantor's remaining and adjacent property for the purpose of construction and maintenance of said fixtures and hardware. Any damage caused to Grantor's remaining and adjacent

✓

property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

WITNESS MY SIGNATURE on this the 6th day of JUNE, 2017.



Printed name: MARK W. DAVIS Title: President

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

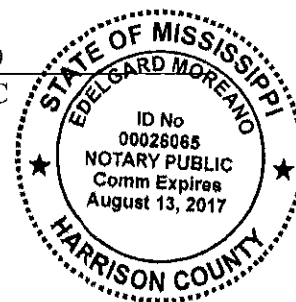
PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 6th day of JUNE, 2017, MARK W. DAVIS, who is the PRESIDENT of 14th Street Properties LLC, and who acknowledged to me that he/she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his/her free and voluntary act and deed, for and on behalf of said corporation, after first being duly authorized to do so.

Edelgard Moreano
NOTARY PUBLIC

My Commission Expires:

8-13-17

(SEAL)



RATIFIED AND APPROVED:

For and on behalf of lienholder, Hancock Bank

BY: Rim [Signature]

TITLE: SVR

DATE: 6/7/17

INDEXING INSTRUCTIONS:

Lots 1, 2, 3 and part of Lot 4, Block 177, Original Gulfport, City of Gulfport, First Judicial District, Harrison County, Mississippi

Exhibit "A"

Perpetual Structure Easement

The rear wall adjacent to the alley and located on the west side of the structure located at **Lots 1, 2, 3 and part of Lot 4, Block 177**, Original Gulfport, as per the 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, at Plat Book 11 at Page 9 (Copy Book 4A at Page 368).

SCANNED



John 1st Judicial District
 Instrument 2017 5346 D - J1
 Filed/Recorded 8/ 8/2017 11:32 A
 Total Fees \$ 16.00
 3 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
 City Attorney's Office
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811



PERPETUAL STRUCTURE EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor**,

OLD HARRISON HANCOCK BUILDING, LLC

Attn: Rob Stinson
 1301 26th Avenue
 Gulfport, MS 39501
 (228) 248-0555

does hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
 2309 15th Street
 Gulfport, Mississippi 39501
 Telephone (228) 868-5811

a perpetual structure easement for construction, installation, operation and maintenance of fixtures and hardware required for a municipal sound system in, on, over, across, under and to the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry in, on over, across, under and to Grantor's remaining and adjacent property for the purpose of construction and maintenance of said fixtures and hardware. Any damage caused to Grantor's remaining and adjacent

property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

WITNESS MY SIGNATURE on this the 7th day of August, 2017.

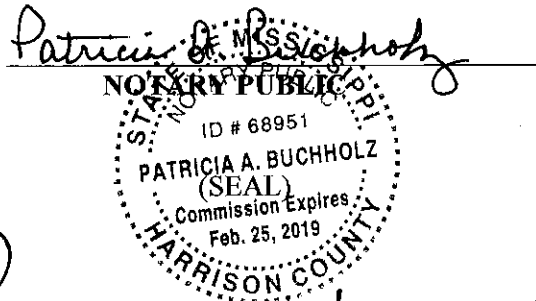
Printed name: Robert Stinson Title: Owner

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 8 day of June, 2017, _____, who is the _____ of Old Harrison Hancock Building, LLC, and who acknowledged to me that he/she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his/her free and voluntary act and deed, for and on behalf of said corporation, after first being duly authorized to do so.

My Commission Expires:

Feb. 25, 2019



RATIFIED AND APPROVED:

For and on behalf of lienholder, The Citizens Bank of Philadelphia

BY: N/A

TITLE: [Signature]

DATE: N/A

INDEXING INSTRUCTIONS:

South 11' of Lot 8 and All of Lots 9, 10, 11 and 12, Block 177, Original Gulfport, City of Gulfport, First Judicial District, Harrison County, Mississippi

Exhibit "A"

Perpetual Structure Easement

The rear wall adjacent to the alley and located on the west side of the structure located at **South 11' of Lot 8 and All of Lots 9, 10, 11 and 12, Block 177**, Original Gulfport, as per the 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, at Plat Book 11 at Page 9 (Copy Book 4A at Page 368).



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 08/29/2017

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 25, 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 5th day of September, 2017.

Please place the attached item on the Council agenda for September 5, 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 25, 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-02-140.000. S 23.4 Ft. of Lot 18 & all Lots 19-20, Blk. 18, Central Beach awarded to Twin City Lawn Care for \$700.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1417 Lewis Avenue. . (Hall)
- Parcel 2: 0710M-01-038.002. Lots 20-21 Inc., Blk. 15, Glen Terrace awarded to Ladner Lawn and Tractor for \$277.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on 57th Avenue. (State of MS)
- Parcel 3: 0710N-03-025.001. Lots 22-23, Blk. 7, Kenelsworth Park Subd. awarded to Ladner Lawn and Tractor for \$277.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2917 54th Avenue. (JPF Holdings LLC)
- Parcel 4: 0711K-03-082.000. Lot 2, Blk. 2, Ext. of Stokes Subd. awarded to B & B Construction for \$650.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1204 Hardy Avenue. (McIntosh)
- Parcel 5: 0711G-04-043.000. Lot 9, Blk. 13, Jonestown McCaughan Add. awarded to Twin City Lawn Care for \$485.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1907 45th Avenue. (Gulf South Eq. Inv.)
- Parcel 6: 0711G-05-041.000. Lot 16, Blk. 10, Jonestown McCaughan Add. awarded to Ladner Lawn and Tractor for \$297.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on 49th Avenue. (Burke)
- Parcel 7: 0711H-06-034.000. Lots 16-18 Inc., Blk. 8, Woodlawn awarded to B & B Construction for \$430.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2009 41st Avenue. (Gulf South Eq. Inv.)
- Parcel 8: 0711H-06-013.001. Lots 22-24 Inc., Blk. 2, Woodlawn Subd. awarded to B & B Construction for \$480.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on 40th Avenue. (Nance Jr.)
- Parcel 9: 0710G-01-049.006. Lots 7-9, Blk. 46, Floral Estates awarded to Twin City Lawn Care for \$320.00 to cut and clean grounds and remove all trash and debris from site located at 16291 Ganges Street. (Trautman Et Al)
- Parcel 10: 0711H-01-073.000. Lots 17-18, Blk. 9, Sea View Add. awarded to Twin City Lawn Care for \$385.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on 19th Street. (Sumrall)

WARD 2

- Parcel 11: 0711N-02-070.000. This parcel awarded to Ladner Lawn and Tractor

- for \$147.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 615 Ruth Avenue. (Peters)
- Parcel 12: 0811B-03-004.000. Lots 10-12 Inc., Blk. 28, Arlington Heights Add. awarded to Ladner Lawn and Tractor for \$367.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2405 13th Avenue. (Dunomes)
- Parcel 13: 0811A-06-048.000. Lot 3, Blk. 30, Replat of Broad Acres awarded to Ladner Lawn and Tractor for \$327.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1233 23rd Street. (Soto & Taft)
- Parcel 14: 0910I-02-010.000. This parcel awarded to B & B Construction for \$350.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 603 East Pass Road. (Gimenez)
- Parcel 15: 0911D-03-041.000. Lots 18-22, Blk. 8, Grasslawn awarded to Twin City Lawn Care for \$490.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2208 Gulf Avenue. (Gomez)
- Parcel 16: 0911A-01-013.000. This parcel awarded to Twin City Lawn Care for \$1400.00 to remove all trash and debris from site located at 340 Courthouse Road. (Faler LLC)

WARD 3

- Parcel 17: 0710H-02-038.001. Lots 7-10, Blk. 51, Floral Estates awarded to B & B Construction for \$1900.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 16091 Ganges Street (Hersey)
- Parcel 18: 0810E-03-074.000. Lots 31-32, Blk. 372, North Gulfport awarded to B & B Construction for \$250.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 3014 Adams Street. (ACR Inc.)
- Parcel 19: 0810N-01-048.000. Lots 40-41, Blk. 37, Standard Land #2 awarded to Ladner Lawn and Tractor for \$287.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on 32nd Street. (Sanders)
- Parcel 20: 0810N-01-047.000. Lots 42-43, Blk. 37. Standard Land #2 awarded to Ladner Lawn and Tractor for \$287.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2006 32nd Street. (Sanders)
- Parcel 21: 0811B-06-003.000. Lot 3, Blk. 9, Arlington Heights awarded to Ladner Lawn and Tractor for \$347.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2621 18th Avenue. (State of MS)
- Parcel 22: 0910M-02-090.000. Lots 3-4 Inc., Blk. 7, Manhatten Add. awarded to B & B Construction for \$600.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 705 Georgia Street. (Dellinger)
- Parcel 23: 0910M-02-080.000. Lots 33-34, Blk. 6, Manhatten Add. awarded to B & B Construction for \$1625.00 to board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site located at 712 Georgia Street. (Brown)

WARD 4

- Parcel 24: 0910N-01-018.001. This parcel awarded to Ladner Lawn and Tractor for \$297.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 3205 F Avenue. (Mitrenga)

WARD 7

- Parcel 25: 0808C-01-008.000. This parcel awarded to Ladner Lawn and Tractor for \$287.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 15231 'D' Parkwood Drive North. (Perkins)

Total \$13,262.00

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 **5th** day of **September, 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-02-140.000. S 23.4 Ft. of Lot 18 & all Lots 19-20, Blk. 18, Central Beach awarded to Twin City Lawn Care for \$700.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1417 Lewis Avenue. . (Hall) |
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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

ORDINANCE NO. ____

AN ORDINANCE FIXING THE LEVY FOR THE MUNICIPAL TAXES FOR THE CITY OF GULFPORT, MISSISSIPPI AND THE GULFPORT MUNICIPAL SEPARATE SCHOOL DISTRICT FOR THE FISCAL YEAR 2017-2018, BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018

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

SECTION 1. That a levy for general and special municipal purposes of 34.00 mills on the dollar upon real, personal and fixed property within the corporate limits of the City of Gulfport, Mississippi, taxable according to law, and a levy of 64.85 mills on the dollar upon real, personal and mixed property within the Gulfport Municipal Separate School District of Harrison County, Mississippi, taxable according to law, be and the same is hereby fixed and declared for the fiscal year 2017-2018, for the following purposes, to-wit:

GENERAL FUND (Authority: Mississippi Code of 1972, Sec. 27-39-307)	<u>26.39</u>
GENERAL BOND AND INTEREST FUND (Authority: Mississippi Code of 1972, Sec. 31-15-11)	<u>6.23</u>
PERS FUND (Authority: Mississippi Code of 1972, Sec.21-29-117)	<u>1.38</u>
TOTAL FOR ALL MUNICIPAL PURPOSES	<u>34.00</u>
SCHOOL BOND AND INTEREST FUND (Authority: Mississippi Code of 1972, Sec. 37-59-1, et. seq.)	<u>9.70</u>
SCHOOL DISTRICT MAINTENANCE (Authority: Mississippi Code of 1972, Sec. 37-57-1, et seq.)	<u>54.39</u>
3 MILL NOTE FUND (Authority: Mississippi Code of 1972, Sec.37-59-101)	<u>.76</u>
SHORTFALL NOTE (Debt Services) (Authority: Mississippi Code of 1972, Sec.37-59-108)	<u>.00</u>
TOTAL FOR ALL SCHOOL PURPOSES	<u>64.85</u>
TOTAL FOR ALL MUNICIPAL AND ALL SCHOOL DISTRICT PURPOSES	<u>98.85</u>

Section 2. That for good cause therefore, it being necessary to immediately transmit levy for approval of the State Tax Commission, it is ordered that this Ordinance take effect and be in full force and effect from and after its passage, but shall nevertheless be published and enrolled as provided by law.

The foregoing Ordinance, after having been first reduced to writing, was introduced by Councilmember , seconded by Councilmember , and was adopted by the following roll call votes, to-wit:

YEAS:

NAYS:

ABSENT:

Whereupon the President declared the motion carried and adopted, this the 5th day of September, 2017.

(SEAL:)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 6th day of September, 2017.

APPROVED:

MAYOR