



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, April 3, 2018

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 March 20, 2018.

Code Enforcement / 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 Ordinance - amending Section 4-203 of the Code of Ordinances of the City of Gulfport, Mississippi related to the definition of slabs and for related purposes.
- 4 Request - approval of a job description change and salary adjustment.
- 5 Ordinance - providing for the salary of compensation for certain positions of the City of Gulfport, Mississippi and for related purposes.

Resolutions / Requests

- 6 Resolution - declaring real property to be surplus and approving Lease Agreement with Mississippi Aquarium, a non-profit civic organization (135 Courthouse Road) and authorizing the Mayor to execute the same.

- 7 Resolution - declaring real property to be surplus and approving Lease Agreement with Mississippi Aquarium, a non-profit civic organization (4015 Searle Avenue) and authorizing the Mayor to execute the same.
- 8 Resolution - of the Gulfport City Council determining, establishing and designating Urban Renewal Areas within the City of Gulfport, Mississippi as appropriate for Urban Renewal Plans, Projects, and Development and for related purposes.
- 9 Resolution - approving contract with Artisan Pyrotechnics, Inc., regarding July Fourth Fireworks Display and authorizing the Mayor to execute the same.
- 10 Resolution - approving Engineering Master Service Agreements with Pickering Firm, Neel-Schaffer, Covington Civil, A. Garner Russell & Associates, and Brown, Mitchell & Alexander, Inc., and authorizing the Mayor to execute the same.
- 11 Resolution - approving Professional Legal Service Contract with Jennifer Tyler Baker, Esq., to serve as a Public Defender in the Gulfport Municipal Court and authorize the Mayor to execute the same.
- 12 Resolution - approving Supplemental Agreement #3 (Change Order #3) to the contract with A. Garner Russell & Associates, Inc., for the widening of 28th Street Project and authorizing the Mayor to execute the same.
- 13 Resolution - authorizing negotiation 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 "Beulah Church Road/Saucier Lane Project, to authorize special checks to acquire the property interests stated herein, and for related purposes.
- 14 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 municipal and declared to have o value to the municipality and authorizing sale of said items of municipal personal property and for related purposes.
- 15 Resolution - requesting sale of sidearm to Sergeant Damon J. McDaniel upon his retirement from the City of Gulfport and setting the amount to be paid for said firearm pursuant to Mississippi Code Annotated § 45-9-131 (rev. 2014).
- 16 Resolution - requesting sale of sidearm to Sergeant Charles Koewers due to his retirement from the City of Gulfport and setting the amount to be paid for said firearm pursuant to Mississippi Code Annotated § 45-9-131 (rev. 2014).

- 17 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport Human Resource Department and for related purposes.
- 18 Resolution - authorizing an expenditure to Gulf Regional Planning Commission for the purposes of supporting annual operating budget and for related purposes.
- 19 Resolution - authorizing an expenditure to Motor Vehicle For Hire Authority for the purpose of supporting annual operating budget and for related purposes.
- 20 Resolution - authorizing funds drawn on Letter of Credit to be used for salaries and other non-construction related start-up expenses related to the Mississippi Aquarium and for related purposes.
- 21 Resolution - authorizing issuance of check to Rumpole, LLC, to reimburse for tax abatements not received and for related purposes.
- 22 Request - from Gulf Island Water Park, on behalf of Tired Dog Rescue requesting permission to serve alcohol during a fundraising event scheduled for Saturday, May 5, 2018.
- 23 Request - permission for street closures (revised route) for the Gulfport Harbor Lights Winter Festival Parade scheduled for December 1, 2018.

Budget Amendments / Docket of Claims

- 24 Budget Amendment #27 - to increase funds (in the Police Department) received from sale of forfeited property.
- 25 Budget Amendment #28 - to increase funds (in the Police Department) received from seized property.
- 26 Budget Amendment #29 - to transfer funds for conduit installation at the Courthouse Road Project.
- 27 Docket of Claims - to be approved through April 4, 2018.

Routine Agenda

- 28 Resolution - awarding bids for lot clean-ups and/or demolitions.
- 29 Letter of recommendation - regarding a one time purchase of ExecuTime Time Clocks to be utilized by all departments - to be made a part of the minutes.

- 30 Letter - regarding quotes received by Purchasing for pitcher's mound - Leisure Services Department - to be made a part of the minutes.
- 31 Letter - regarding quotes received by Purchasing for picnic tables with attached swivel seats - Leisure Services Department - to be made a part of the minutes.
- 32 Letter - regarding quotes received by Purchasing for concession equipment - Leisure Services Department - to be made a part of the minutes.
- 33 Letter - regarding quotes received by Purchasing for custom bleachers - Leisure Services Department - to be made a part of the minutes.
- 34 Letter - regarding quotes received by Purchasing for portable bench for dugouts - Leisure Services Department - to be made a part of the minutes.
- 35 Letter - regarding quotes received by Purchasing for kitchen equipment - Sportsplex - to be made a part of the minutes.
- 36 Letter - regarding quotes received by Purchasing for solid steel tables - Sportsplex - to be made a part of the minutes.
- 37 Letter - regarding quotes received by Purchasing for (1) Diamond C Trailer - Fire Department - to be made a part of the minutes.
- 38 Legal Notice - advertisement for bids for Downtown Streetscape Improvements Project - Phase 3.
- 39 Legal Notice - advertisement for RFP's for Security Guard Services for the City of Gulfport.

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

Executive Session

Setting of Next Meeting and Adjournment



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
City Council

Date: 03/28/2018

Subject: Approval of minutes - for March 20, 2018.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 03/23/2018

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: March 23, 2018

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 3rd day of April, 2018.

Please place the attached item on the Council agenda for April 3, 2018.

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: March 23, 2018

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 3rd day of April, 2018, to the City Council:

WARD 2

- Parcel 1: 0711O-04-057.000. Lots 6-7, Anderson & Stewart Add. - 702 Mills Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Haydel Properties LP)
- Parcel 2: 0711I-02-004.000. Lot 3, Blk. 1, Hungerford Add. - 3404 12th Street. Remove all trash and miscellaneous debris. Remove all clutter from around house. (Sherer)
- Parcel 3: 0711N-02-070.000. 615 Ruth Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Sanders)
- Parcel 4: 0711N-04-077.000. 806 Lewis Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Ferguson)
- Parcel 5: 0811K-04-030.000. Lots 13-14, Blk. 178, Original Gulfport - 1300 26th Avenue. Remove all trash and miscellaneous debris from site. Repair damaged fence. (GRB Properties LLC)
- Parcel 6: 0811B-02-004.000. Lots 10-11, Blk. 14, Arlington Heights Subd. - 13th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Bourdeaux)
- Parcel 7: 0811G-03-013.000. 1723 3rd Street. Remove all trash and miscellaneous debris from site. Make necessary repairs to exterior of house. (Lu)
- Parcel 8: 0811A-06-050.000. Lot 5, Blk. 30, Replat of Broad Acres - 2204 13th Avenue. Repair or remove inoperable vehicle(s) from site. (Moore)
- Parcel 9: 1010M-01-029.001. Lot 12 & W 45 Ft. of Lot 27, Blk. 1, Silver Ridge Add. - Silver Ridge Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Dynasty Enterprise)

WARD 3

- Parcel 10: 0811C-03-094.000. E 50 Ft. of Lots 15-17 Inc., Blk. 57, Original Gulfport - 2412 23rd Street. Demolish porch only to include any steps, slabs, or sidewalks from site. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Martin)(**Demo Porch ONLY!**)
- Parcel 11: 0811H-05-007.000. 1918 Henderson Avenue. Bring building up to code. (Mills)
- Parcel 12: 0910M-03-006.000. Lots 7-9, Blk. 17, Myrtle Resurvey - 2917 Gulf Avenue. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Brescher)

WARD 4

- Parcel 13: 1010B-02-005.001. Lot 21, Glendale Place Subd. - 1267 Glendale Place. Repair or remove inoperable vehicle(s). Replace outdated tag. (Smith)

WARD 5

- Parcel 14: 0808N-02-073.000. Lot 18, Blk. 15, Bel-Aire Subd. 6th Add. - 129

Deanna Street. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Smith)

Parcel 15: 0808N-02-023.000. Lot 6, Blk. 13, Bel-Aire Subd. 6th Add. – 110 Donna Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Varnado)

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 **3rd** day of **April, 2018**, the following Resolution:

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

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

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

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

- Parcel 1: 0711O-04-057.000. Lots 6-7, Anderson & Stewart Add. - 702 Mills Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Haydel Properties LP)
- Parcel 2: 0711I-02-004.000. Lot 3, Blk. 1, Hungerford Add. - 3404 12th Street. Remove all trash and miscellaneous debris. Remove all clutter from around house. (Sherer)
- Parcel 3: 0711N-02-070.000. 615 Ruth Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Sanders)
- Parcel 4: 0711N-04-077.000. 806 Lewis Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Ferguson)
- Parcel 5: 0811K-04-030.000. Lots 13-14, Blk. 178, Original Gulfport - 1300 26th Avenue. Remove all trash and miscellaneous debris from site. Repair damaged fence. (GRB Properties LLC)
- Parcel 6: 0811B-02-004.000. Lots 10-11, Blk. 14, Arlington Heights Subd. - 13th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Bourdeaux)
- Parcel 7: 0811G-03-013.000. 1723 3rd Street. Remove all trash and miscellaneous debris from site. Make necessary repairs to exterior of house. (Lu)
- Parcel 8: 0811A-06-050.000. Lot 5, Blk. 30, Replat of Broad Acres - 2204 13th Avenue. Repair or remove inoperable vehicle(s) from site. (Moore)
- Parcel 9: 1010M-01-029.001. Lot 12 & W 45 Ft. of Lot 27, Blk. 1, Silver Ridge

- Add. – Silver Ridge Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Dynasty Enterprise)
- Parcel 10: 0811C-03-094.000. E 50 Ft. of Lots 15-17 Inc., Blk. 57, Original Gulfport – 2412 23rd Street. Demolish porch only to include any steps, slabs, or sidewalks from site. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Martin)(**Demo Porch ONLY!**)
- Parcel 11: 0811H-05-007.000. 1918 Henderson Avenue. Bring building up to code. (Mills)
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- Parcel 13: 1010B-02-005.001. Lot 21, Glendale Place Subd. – 1267 Glendale Place. Repair or remove inoperable vehicle(s). Replace outdated tag. (Smith)
- Parcel 14: 0808N-02-073.000. Lot 18, Blk. 15, Bel-Aire Subd. 6th Add. – 129 Deanna Street. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Smith)
- Parcel 15: 0808N-02-023.000. Lot 6, Blk. 13, Bel-Aire Subd. 6th Add. – 110 Donna Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Varnado)

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 _____, 2018.

(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 _____, 2018.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Urban Development

Date: 03/28/2018

Subject: Ordinance - amending Section 4-203 of the Code of Ordinances of the City of Gulfport, Mississippi related to the definition of slabs 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 _____, 2018, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 4-203 OF THE CODE OF ORDINANCES OF THE CITY OF GULFPORT, MISSISSIPPI, AND FOR RELATED PURPOSES

WHEREAS, in 2015, the Gulfport City Council enacted an ordinance which prohibited and regulated slabs and pilings in the City of Gulfport, which ordinance was codified in Chapter 4, Article VIII in the Code of Ordinances of the City of Gulfport, Mississippi; and

WHEREAS, as the need for parking in the downtown area has increased and properties with slabs can allow for parking, certain provisions of the Code of Ordinances, particularly within Chapter 4, Article VIII, specifically within Section 4-203 (definition of Slab), are in need of amendment for clarification or other purposes as follows (add the underlined language to the existing definition of Slab):

Section 4-203. *Slab* shall mean any concrete or masonry (block or brick) foundation (including piers) or pavement which is old (constructed prior to August 29, 2005) and pre-used (previously served as the foundation for a structure). This definition of slab shall not include concrete or masonry driveways, concrete or masonry sidewalks, concrete or masonry patios, concrete or masonry retaining walls or concrete or masonry parking pads. Further, in Business or Industrial zones (as defined in the City's zoning ordinance), this definition of slab shall not include any area of concrete or masonry which would otherwise meet the definition of slab but which has been prepared as an area for parking in accord with applicable building codes and city standards and ordinances AND which 1. is open for public parking OR 2. is under contract for reserved parking.

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

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

SECTION 2. That Chapter 4, Article VIII, Section 4-203 of the Code of Ordinances of the City of Gulfport, Mississippi, should be, and hereby is, amended to now read as follows:

Section 4-203. *Slab* shall mean any concrete or masonry (block or brick) foundation

(including piers) or pavement which is old (constructed prior to August 29, 2005) and pre-used (previously served as the foundation for a structure). This definition of slab shall not include concrete or masonry driveways, concrete or masonry sidewalks, concrete or masonry patios, concrete or masonry retaining walls or concrete or masonry parking pads. Further, in Business or Industrial zones (as defined in the City's zoning ordinance), this definition of slab shall not include any area of concrete or masonry which would otherwise meet the definition of slab but which has been prepared as an area for parking in accord with applicable building codes and city standards and ordinances AND which 1. is open for public parking OR 2. is under contract for reserved parking.

SECTION 3. All provisions of Chapter 7 of the Code of the Ordinances of the City of Gulfport, Mississippi not in conflict herewith 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 roll call vote:

AYES

NAYS

ABSENT/ABSTAIN

WHEREUPON, the President declared the motion carried and the Ordinance adopted, this the ____ day of _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance submitted to and approved by the Mayor, this the _____ day of _____, 2018.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Antoinette White, Administrative Assistant to CAO
Administration

Date: 03/27/2018

Subject: Request - approval of a job description change and salary adjustment.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Administration

Date: 03/28/2018

Subject: Ordinance - providing for the salary of compensation for certain positions of the City of Gulfport, Mississippi 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 _____, 2018, the following Ordinance:

ORDINANCE NO. _____

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

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

WHEREAS, Gulfport City Council acknowledges the Public Information Officer/Community Relations Manager position has been created for the benefit of the City; and

WHEREAS, the base salary of compensation for Chris Vignes as Public Information Officer/Community Relations Manager shall be \$67,764.29; 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 base salary of compensation for Chris Vignes as Public Information Officer/Community Relations Manager shall be \$67,764.29.

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 _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance submitted to and approved by the Mayor, this the _____ day of _____, 2018.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Administration

Date: 03/28/2018

Subject: Resolution - declaring real property to be surplus and approving Lease Agreement with Mississippi Aquarium, a non-profit civic organization (135 Courthouse Road) 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 _____, 2018, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL DECLARING REAL PROPERTY TO BE SURPLUS PROPERTY WHICH IS NO LONGER USED OR NEEDED BY THE MUNICIPALITY, APPROVING LEASE AGREEMENT CONCERNING SAID PROPERTY, AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AGREEMENT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is in possession and owns that certain real property located at 135 Courthouse Road in Gulfport, which is also identified as Tax Parcel Nos. 0911B-02-013.002 and 0911B-02-012.000; and

WHEREAS, since being reconstructed following Hurricane Katrina the structure located thereon (ie, the “old” courthouse building), only one tenant has occupied the building and, at present, the City does not had any municipal use for the property and/or building on that property and anticipates no need for the same for the foreseeable future; and

WHEREAS, the Mississippi Aquarium, a charitable “not for profit” civic corporation, has recently expressed to the City an interest in entering into a long term lease of a portion of the aforementioned real property and the improvement (i.e., the “old” courthouse building) thereon for use as a temporary office for the pre-opening operations for the Mississippi Aquarium which is presently under construction in downtown Gulfport; and

WHEREAS, the Governing Authority of the City of Gulfport according to § 21-17-1 of the Mississippi Code of 1972, as amended, is vested with authority to determine when real property belonging to the municipality is surplus, and to sell or lease the same to a civic organization which has applied for and/or been granted Tax exempt status by the Internal Revenue Service for less than fair market value and

WHEREAS, the City of Gulfport proposes to lease the aforementioned property/improvement to the Mississippi Aquarium according to the terms and conditions set forth in the attached Lease Agreement which is attached hereto as Exhibit “A”; and

WHEREAS, the Governing Authority of the City of Gulfport finds that the identified real property is of no use to the City of Gulfport, other than as property to be leased to parties who may utilize the property for lawful purposes and is, therefore, surplus real property 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 identified real property is of no use to the City of Gulfport, other than as property to be leased to parties who may utilize the property for lawful purposes and is, therefore, surplus real property of the City of Gulfport.

Section 3. That the identified surplus real property be, and it is hereby authorized for lease to the Mississippi Aquarium, in accord with § 12-17-1 of the Mississippi Code of 1972, as amended, and in accord with the Lease Agreement attached hereto as Exhibit “A” which is hereby approved and the Mayor be and he is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

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 _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2018.

MAYOR

**STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF GULFPORT**

LEASE AGREEMENT

THIS AGREEMENT entered into and executed in the City of Gulfport, Mississippi, on the dates hereinafter set forth by and between the CITY OF GULFPORT, MISSISSIPPI, a municipality existing under the laws of the State of Mississippi, hereinafter referred to as “**Landlord**” or “**City**”, and MISSISSIPPI AQUARIUM, a non-profit corporation chartered and existing under the laws of the State of Mississippi, hereinafter referred to as “**Tenant**” for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESSETH THAT:

WHEREAS, Tenant is a charitable “not-for-profit” civic corporation organized and existing under the laws of the State of Mississippi, which has applied to the Internal Revenue Service for tax exempt status, and which oversees, operates and administers the Mississippi Aquarium, a world-class Aquarium scheduled to open in 2019 and which will promote the City of Gulfport and serve to improve the civic resources available in the City of Gulfport and bring in tourists and locals alike to learn about the Gulf of Mexico and the sea creatures that live in it and in other bodies of water around the world; and

WHEREAS, the City owns property and improvements located at 135 Courthouse Road (Tax Parcel Nos. 0911B-02-013.002 and 0911B-02-012.000) in the City of Gulfport, Mississippi; and

WHEREAS, said property, including any and all improvements thereon, is not presently used for municipal purposes, and Tenant desires to lease said property from the City for the purpose of operating the Mississippi Aquarium (development and start-up functions), a non-profit that provides and will provide valuable civic benefit to the City of Gulfport.

NOW THEREFORE, for the purposes hereinabove recited, the City of Gulfport does hereby agree to lease the property, and any structures thereon at 135 Courthouse Road (the “leased premises”), as herein identified, to the Mississippi Aquarium, and the parties covenant and agree as follows, to wit:

1. **Term.** The term of this Lease Agreement shall commence upon execution of this Lease Agreement (last date of execution) and continue until three months (3) after the date that

the Mississippi Aquarium opens or the Coast Transit Authority Transportation Hub opens, whichever is later, to the public, unless sooner terminated or extended as hereinafter provided. This Lease Agreement is not assignable.

2. **Leased areas in structure:** For purposes of this agreement, the leased premises shall include:
 - a. Non-exclusive basis: parking;
 - b. Exclusive basis: Second Floor office space located in the structure; and
 - c. Non-exclusive basis (other than access by City or Aquarium approved groups or entities – advanced reservation are required, use is during normal aquarium business hours, and non-aquarium groups are responsible for clean up after their meeting(s)): ground floor conference room located in the structure, Entrance foyer common space and ground floor restrooms located in the structure. Aquarium staff will always have access to these areas during use by groups other than the aquarium.
3. **Early Termination.** Tenant may terminate this Lease Agreement at any time upon thirty (30) days written notice to Landlord. Landlord may terminate and cancel this Lease Agreement, and retake possession of the premises by giving Tenant sixty (60) days notice of termination without cause.
4. **Rent and Taxes.** Upon proof that Tenant, Mississippi Aquarium, is a “not-for-profit” corporation according to the laws of the State of Mississippi, and that it has applied for “tax exempt status” by the Internal Revenue Service, the City of Gulfport shall waive any and all rent during the term of this Lease in exchange of the consideration herein. In the event that tenant is denied or loses its tax exempt status, the parties shall, pursuant to and in accordance with Mississippi law, either renegotiate and amend the Lease to require payment of fair market value rent from the date of commencement of this Lease Agreement in the case of a denial or from the date of loss of tax exempt status as established by the Internal Revenue Service in the event of loss of tax exempt status, or at either’s party’s option, terminate the Lease. Should this Lease Agreement result in any taxes, including ad valorem taxes, being assessed to Tenant on its leasehold interest in the Leased Premises or in any way assessed against the City by any appropriate and duly authorized taxing authority, Tenant shall be solely responsible for the payment of the same.

5. **Maintenance.** Tenant shall maintain the leased premises and return it upon termination of the Lease in a clean and sanitary condition, and in a good state of repair, normal wear and tear excepted. Landlord shall be responsible for repairs to and maintenance of plumbing, electrical, heating, ventilation and air conditioning, appliances, and landscaping. Landlord shall be responsible for repairs and maintenance to those physical structures existing at the time of this agreement. Tenant shall properly dispose of all garbage and trash, and maintain the exterior of the building entrance in clean condition, and shall notify the City of Gulfport of any apparent structural hazard or dangerous condition existing within or without the facility. Tenant shall supervise the assembly of patrons, and shall not allow more persons within the facility than are allowed by state and local laws, ordinances, and fire codes, and shall take immediate precaution and security measures to avoid imminent danger to life and health. Landlord shall have the right to inspect the premises at any time.
6. **Improvements.** No improvements shall be made that shall affect the structural integrity of the building. Any subsequent improvements or renovations to the primary building during the term of this Lease shall require plan approval by the City of Gulfport. Any additional permanent structures constructed or otherwise placed on the premises shall be approved in writing by Landlord and shall become the property of the City of Gulfport. All appliances and Tenant constructed building improvements shall be maintained by Tenant. At the termination, cancellation or end of lease, Tenant shall remove all of its property and shall return premises to the condition it was in prior to the commencement of this Lease Agreement, reasonable wear and tear excepted.
7. **Utilities.** LANDLORD shall pay cost of use for electricity, water, gas, trash disposal, internet and communication lines and other utilities which are not specifically stated herein and which the City has approved in writing.
8. **Reentry.** Tenant enters into agreement on the understanding that under a State of Emergency declared by any federal, state or local governmental entity, Landlord has the authority to enter and assume control of the premises for as long as the State of Emergency shall exist. Additionally, City shall have the right to use the building at other times for special needs when not in use by Tenant.

9. **Insurance.** The City of Gulfport shall maintain property insurance on the primary structure as it deems necessary and proper. Within thirty days from the execution of this agreement, Tenant shall acquire and maintain liability insurance for its activities and shall include the City of Gulfport as an additional insured on all such policies. As required by law, Tenant shall maintain workers compensation insurance and/or employees liability insurance, to the extent that it utilizes paid employees on or within the leased premises, and any and all other insurance it deems advisable or necessary for its property, employees, business, activities, and any liabilities and shall include the City of Gulfport as an additional named insured on all Tenant's policies. Tenant shall inform and notify Landlord in writing within fourteen (14) days of any claims of liability resulting from the use of the leased premises. Tenant shall provide proof of coverage. Within thirty (30) days of annual expiration of tenant's insurance policy(ies), Tenant shall provide City with proof of renewal or proof of coverage by a different carrier.
10. **Indemnity.** Mississippi Aquarium 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 Mississippi Aquarium 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. Only to the extent that the City is authorized by the laws of the State of Mississippi, and without waiving any constitutional, statutory, or common law defenses, immunities, or exemptions from liability, including, but not limited to, those set forth in Miss. Code Ann. § 11-46-9(1) (Rev. 2001), the City agrees to defend, indemnify, and hold harmless Mississippi Aquarium with respect to or from and against all claims, demands, causes of actions, lawsuits, judgments, and orders arising out of or as a result of negligent acts or omissions of the City.
11. **Nonprofit-Tax Exempt Status.** According to the laws of the State of Mississippi, Tenant shall maintain corporate status in good standing as a Mississippi "not-for-profit" corporation according to the laws of the State of Mississippi, and obtain and maintain "tax exempt status" by the Internal Revenue Service of the United States of America, and

the Tenant upon request by the City of Gulfport shall furnish proof of said not-for-profit corporate and federal tax exempt status.

12. **Notice.** Any official written notices required to be given under this Lease shall be hand delivered or mailed by U.S. Mail to the following:

LANDLORD: City of Gulfport
Attention: Mayor
2309-15th Street
Gulfport, Mississippi 39501

TENANT: Mississippi Aquarium
P.O. Box 1100
Gulfport, Mississippi 39502

or to:

Mississippi Aquarium
By Personal Delivery At
135 Courthouse Road
Gulfport, Mississippi 39507

Also, for unofficial notices, and requests, Tenant may notify Landlord by contacting the Chief Administrative Officer, telephone number 868-5881.

13. **Nondiscrimination.** Landlord and Tenant agree not to discriminate because of race, color, religion, sex, age, national origin, disability, or status as a Vietnam Veteran, as defined and prohibited by applicable law, and that they will operate as Equal Opportunity Employers in compliance with applicable federal, state and local laws, ordinances, and regulations.
14. **Severability; Non-Endorsement; Relationship.** 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 Lease Agreement. Nothing contained in this Lease shall be deemed to constitute or be construed or implied to create the relationship of principal or agency, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Lessor and Lessee (Landlord and Tenant).

15. **Non-Waiver.** In the event Landlord fails to enforce any provision of this Lease, it shall not thereby be construed to waive its right of enforcement thereof at some later time.
16. **Amendment.** This Lease Agreement may be amended only by written instrument approved by Landlord and Tenant.
17. **Entire Agreement.** This Lease constitutes the entire agreement between Landlord and Tenant relating to the lease of the Leased Premises and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. This Lease Agreement supersedes any covenant appurtenant to or involving the Leased Premises or the property on which it is located.

IN WITNESS WHEREOF as duly authorized:

LANDLORD:
City of Gulfport

By: _____
Mayor

Attest: _____
City Clerk

Dated: _____, 2018

TENANT:
Mississippi Aquarium

By: _____
David Kimmel
President of the Board

Dated: _____, 2018



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Administration

Date: 03/28/2018

Subject: Resolution - declaring real property to be surplus and approving Lease Agreement with Mississippi Aquarium, a non-profit civic organization (4015 Searle 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 _____, 2018, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL DECLARING REAL PROPERTY TO BE SURPLUS PROPERTY WHICH IS NO LONGER USED OR NEEDED BY THE MUNICIPALITY, APPROVING LEASE AGREEMENT CONCERNING SAID PROPERTY, AUTHORIZING THE MAYOR TO EXECUTE THE LEASE AGREEMENT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is in possession and owns that certain real property located at 4015 Searle Avenue in Gulfport, which is also identified as Tax Parcel No. 0910F-04-010.006; and

WHEREAS, since closure of the City's records storage building on that property, the City has not had any municipal use for the former records storage building on that property and anticipates no need for the former records storage building for the foreseeable future; and

WHEREAS, the Mississippi Aquarium, a charitable "not for profit" civic corporation, has recently expressed to the City an interest in entering into a long term lease of a portion of the aforementioned real property and the improvement (i.e., the former municipal records storage building) thereon for use as a temporary animal quarantine facility in support of the Mississippi Aquarium which is presently under construction in downtown Gulfport; and

WHEREAS, the Governing Authority of the City of Gulfport according to § 21-17-1 of the Mississippi Code of 1972, as amended, is vested with authority to determine when real property belonging to the municipality is surplus, and to sell or lease the same to a civic organization which has applied for and/or been granted Tax exempt status by the Internal Revenue Service for less than fair market value and

WHEREAS, the City of Gulfport proposes to lease the aforementioned property/improvement to the Mississippi Aquarium according to the terms and conditions set forth in the attached Lease Agreement which is attached hereto as Exhibit "A"; and

WHEREAS, the Governing Authority of the City of Gulfport finds that the identified real property is of no use to the City of Gulfport, other than as property to be leased to parties who may utilize the property for lawful purposes and is, therefore, surplus real property 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 identified real property is of no use to the City of Gulfport, other than as property to be leased to parties who may utilize the property for lawful purposes and is, therefore, surplus real property of the City of Gulfport.

Section 3. That the identified surplus real property be, and it is hereby authorized for lease to the Mississippi Aquarium, in accord with § 12-17-1 of the Mississippi Code of 1972, as amended, and in accord with the Lease Agreement attached hereto as Exhibit “A” which is hereby approved and the Mayor be and he is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

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 _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2018.

MAYOR

**STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF GULFPORT**

LEASE AGREEMENT

THIS AGREEMENT entered into and executed in the City of Gulfport, Mississippi, on the dates hereinafter set forth by and between the CITY OF GULFPORT, MISSISSIPPI, a municipality existing under the laws of the State of Mississippi, hereinafter referred to as “**Landlord**” or “**City**”, and MISSISSIPPI AQUARIUM, a non-profit corporation chartered and existing under the laws of the State of Mississippi, hereinafter referred to as “**Tenant**” for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESSETH THAT:

WHEREAS, Tenant is a charitable “not-for-profit” civic corporation organized and existing under the laws of the State of Mississippi, which has applied to the Internal Revenue Service for tax exempt status, and which oversees, operates and administers the Mississippi Aquarium, a world-class Aquarium scheduled to open in 2019 and which will promote the City of Gulfport and serve to improve the civic resources available in the City of Gulfport and bring in tourists and locals alike to learn about the Gulf of Mexico and the sea creatures that live in it and in other bodies of water around the world; and

WHEREAS, the City owns property and improvements located at 4015 Searle Avenue (a portion of Tax Parcel No. 0910F-04-010.006) in the City of Gulfport, Mississippi; and

WHEREAS, said property, including any and all improvements thereon, is not presently used for municipal purposes, and Tenant desires to lease said property from the City for the purpose of operating the Mississippi Aquarium (development and start-up functions and other aquarium related functions after the aquarium opens to the public), a non-profit that provides and will provide valuable civic benefit to the City of Gulfport.

NOW THEREFORE, for the purposes hereinabove recited, the City of Gulfport does hereby agree to lease the property, and any structures thereon at 4015 Searle Avenue (the “leased premises”), as herein identified, to the Mississippi Aquarium, and the parties covenant and agree as follows, to wit:

1. **Term.** The term of this Lease Agreement shall commence upon execution of this Lease Agreement (last date of execution) and continue for a period of ten (10) years.
Thereafter, upon mutual agreement by the Tenant and the Landlord, the lease may be extended for up to five (5) four (4) year terms, unless sooner terminated or extended as hereinafter provided. This Lease Agreement is not assignable.
2. **Leased areas in structure:** For purposes of this agreement, the leased premises shall include:
 - a. Exclusive basis: structures and improvements located on the property identified as 4015 Searle Avenue;
 - b. Non-exclusive basis: parking
3. **Early Termination.** Tenant may terminate this Lease Agreement at any time upon thirty (30) days written notice to Landlord. Landlord may terminate and cancel this Lease Agreement, and retake possession of the premises by giving Tenant sixty (60) days notice of termination without cause.
4. **Rent and Taxes.** Upon proof that Tenant, Mississippi Aquarium, is a “not-for-profit” corporation according to the laws of the State of Mississippi, and that it has applied for “tax exempt status” by the Internal Revenue Service, the City of Gulfport shall waive any and all rent during the term of this Lease in exchange of the consideration herein. In the event that tenant is denied or loses its tax exempt status, the parties shall, pursuant to and in accordance with Mississippi law, either renegotiate and amend the Lease to require payment of fair market value rent from the date of commencement of this Lease Agreement in the case of a denial or from the date of loss of tax exempt status as established by the Internal Revenue Service in the event of loss of tax exempt status, or at either’s party’s option, terminate the Lease. Should this Lease Agreement result in any taxes, including ad valorem taxes, being assessed to Tenant on its leasehold interest in the Leased Premises or in any way assessed against the City by any appropriate and duly authorized taxing authority, Tenant shall be solely responsible for the payment of the same.
5. **Maintenance.** Tenant shall maintain the leased premises and return it upon termination of the Lease in a clean and sanitary condition, and in a good state of repair, normal wear and tear excepted. Landlord shall be responsible for repairs to and maintenance of plumbing, electrical, heating, ventilation and air conditioning, appliances, and

landscaping. Landlord shall be responsible for repairs and maintenance to those physical structures existing at the time of this agreement. Tenant shall properly dispose of all garbage and trash, and maintain the exterior of the building entrance in clean condition, and shall notify the City of Gulfport of any apparent structural hazard or dangerous condition existing within or without the facility. Tenant shall supervise the assembly of patrons, and shall not allow more persons within the facility than are allowed by state and local laws, ordinances, and fire codes, and shall take immediate precaution and security measures to avoid imminent danger to life and health. Landlord shall have the right to inspect the premises at any time. Notwithstanding, six (6) months after the date that the Mississippi Aquarium opens to the public, Tenant shall assume responsibility for all maintenance of the property, including maintenance of any type to the structure/improvements located on the property.

6. **Improvements.** No improvements shall be made that shall affect the structural integrity of the building. Any subsequent improvements or renovations to the primary building during the term of this Lease shall require plan approval by the City of Gulfport. Any additional permanent structures constructed or otherwise placed on the premises shall be approved in writing by Landlord. All appliances and Tenant constructed building improvements shall be maintained by Tenant and shall remain the property of the Tenant. At the termination, cancellation or end of lease, Tenant shall remove all of its property and shall return premises to the condition it was in prior to the commencement of this Lease Agreement, reasonable wear and tear excepted.
7. **Utilities.** LANDLORD shall pay cost of use for electricity, water, gas, trash disposal, internet, burglar alarm and communication lines and other utilities which are not specifically stated herein and which the City has approved in writing until six (6) months after the date that the Mississippi Aquarium opens to the public. At that time, Tenant shall assume responsibility for all utility costs associated with Tenant's use of the property.
8. **Reentry.** Tenant enters into agreement on the understanding that under a State of Emergency declared by any federal, state or local governmental entity, Landlord has the authority to enter and assume control of the premises for as long as the State of Emergency shall exist.

9. **Insurance.** The City of Gulfport shall maintain property insurance on the primary structure as it deems necessary and proper. Within thirty days from the execution of this agreement, Tenant shall acquire and maintain liability insurance for its activities and shall include the City of Gulfport as an additional insured on all such policies. As required by law, Tenant shall maintain workers compensation insurance and/or employees liability insurance, to the extent that it utilizes paid employees on or within the leased premises, and any and all other insurance it deems advisable or necessary for its property, employees, business, activities, and any liabilities and shall include the City of Gulfport as an additional named insured on all Tenant's policies. Tenant shall inform and notify Landlord in writing within fourteen (14) days of any claims of liability resulting from the use of the leased premises. Tenant shall provide proof of coverage. Within thirty (30) days of annual expiration of tenant's insurance policy(ies), Tenant shall provide City with proof of renewal or proof of coverage by a different carrier. Further, tenant shall insure all Tenant owned furnishings, improvements and other items of personal property that may be kept and maintained by Tenant on the property as it deems necessary and proper.
10. **Indemnity.** Mississippi Aquarium 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 Mississippi Aquarium 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. Only to the extent that the City is authorized by the laws of the State of Mississippi, and without waiving any constitutional, statutory, or common law defenses, immunities, or exemptions from liability, including, but not limited to, those set forth in Miss. Code Ann. § 11-46-9(1) (Rev. 2001), the City agrees to defend, indemnify, and hold harmless Mississippi Aquarium with respect to or from and against all claims, demands, causes of actions, lawsuits, judgments, and orders arising out of or as a result of negligent acts or omissions of the City.
11. **Nonprofit-Tax Exempt Status.** According to the laws of the State of Mississippi, Tenant shall maintain corporate status in good standing as a Mississippi "not-for-profit" corporation according to the laws of the State of Mississippi, and obtain and maintain

“tax exempt status” by the Internal Revenue Service of the United States of America, and the Tenant upon request by the City of Gulfport shall furnish proof of said not-for-profit corporate and federal tax exempt status.

12. **Notice.** Any official written notices required to be given under this Lease shall be hand delivered or mailed by U.S. Mail to the following:

LANDLORD: City of Gulfport
Attention: Mayor
2309-15th Street
Gulfport, Mississippi 39501

TENANT: Mississippi Aquarium
PO Box 1100
Gulfport, Mississippi 39502

or to:

Mississippi Aquarium
By Personal Delivery At
135 Courthouse Road
Gulfport, Mississippi 39507

Also, for unofficial notices, and requests, Tenant may notify Landlord by contacting the Chief Administrative Officer, telephone number 868-5770.

13. **Nondiscrimination.** Landlord and Tenant agree not to discriminate because of race, color, religion, sex, age, national origin, disability, or status as a Vietnam Veteran, as defined and prohibited by applicable law, and that they will operate as Equal Opportunity Employers in compliance with applicable federal, state and local laws, ordinances, and regulations.
14. **Severability; Non-Endorsement; Relationship.** 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 Lease Agreement. Nothing contained in this Lease shall be deemed to constitute or be construed or implied to create the relationship of principal or agency, partnership, joint venture or any other relationship between the

parties hereto other than the relationship of Lessor and Lessee (Landlord and Tenant).

- 15. **Non-Waiver.** In the event Landlord fails to enforce any provision of this Lease, it shall not thereby be construed to waive its right of enforcement thereof at some later time.

- 16. **Amendment.** This Lease Agreement may be amended only by written instrument approved by Landlord and Tenant.

- 17. **Entire Agreement.** This Lease constitutes the entire agreement between Landlord and Tenant relating to the lease of the Leased Premises and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. This Lease Agreement supersedes any covenant appurtenant to or involving the Leased Premises or the property on which it is located.

IN WITNESS WHEREOF as duly authorized:

LANDLORD:
City of Gulfport

By: _____
Mayor

Attest: _____
City Clerk

Dated: _____, 2018

TENANT:
Mississippi Aquarium

By: _____
David Kimmel
President and CEO

Dated: _____, 2018



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
Legal

Date: 03/29/2018

Subject: Resolution - of the Gulfport City Council determining, establishing and designating Urban Renewal Areas within the City of Gulfport, Mississippi as appropriate for Urban Renewal Plans, Projects, and Development 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 _____, 2018, the following Resolution:

**RESOLUTION OF THE GULFPORT CITY COUNCIL DETERMINING,
ESTABLISHING, AND DESIGNATING URBAN RENEWAL AREAS WITHIN THE
CITY OF GULFPORT, MISSISSIPPI AS APPROPRIATE FOR URBAN RENEWAL
PLANS, PROJECTS, AND DEVELOPMENT AND FOR RELATED PURPOSES**

WHEREAS, the Mississippi “Urban Renewal Law,” Title 43, Chapter 35, Article I of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities in Mississippi, after making certain findings, to undertake and carry out urban renewal plans and projects as defined therein and to exercise various powers within slum and/or blighted areas in the City of Gulfport (“City”), including, but not limited to, those that have been impacted by flood, fire, hurricane, earthquake, storm, or other catastrophes for which the Governor of the State of Mississippi has certified the need for disaster assistance under Federal Law; and

WHEREAS, Hurricane Katrina struck the Mississippi Gulf Coast on August 29, 2005, and caused catastrophic damage to the City, and the Governing Authority, pursuant to Sections 43-35-1 *et seq.*, Mississippi Code of 1972, as amended, (the “Urban Renewal Act”), including Miss. Code Ann. § 43-35-13(g) (Rev. 2015), has determined that there are still numerous areas within the City, including those more particularly described or set out in **Exhibit “A”** attached hereto, which remain impacted from this historic natural disaster, as well as other natural disasters and catastrophes that have occurred since Hurricane Katrina, and in need of restoration, redevelopment, and/or new development and for which then Governor Haley Barbour certified the need for disaster assistance (as that was granted under Federal Law; and

WHEREAS, the Governing Authority has further determined that those areas described or set out in **Exhibit “A”** attached hereto are (a) blighted and (b) the rehabilitation, conservation,

redevelopment or combination thereof of such areas is necessary in the interest of the public health, safety, morals and/or welfare of the residents of the City; and

WHEREAS, the lands and areas that are set forth, described, and/or delineated in **Exhibit “A”** attached hereto that are presently undeveloped or underdeveloped are further determined to be blighted in that (i) the predominance of defective and inadequate street layouts, unsuitable topography, and/or faulty or deficient lot layouts in relation to size, adequacy, accessibility, and usefulness of such properties, and their economic disuse, all of which, collectively or singularly, substantially impair the sound growth of the City, (ii) the variety of ownership and defective or unusual conditions of title associated with these properties substantially impair or arrest the sound growth of the City, and/or (iii) there is a prevailing or existing need for the correlation of such areas with other areas of the City by streets and modern traffic requirements as well as other factors and conditions which have heretofore and continue to retard development of such areas; and the lands and areas that are set forth, described, and/or delineated in attached **Exhibit “A”** that are presently developed or underdeveloped are also determined to be blighted in that (i) these have a presence of deteriorated or deteriorating structures, (ii) these have inadequate streets layouts, outmoded street patterns, unsuitable topography, or faulty or deficient lot layouts in relation to size, adequacy, accessibility or usefulness, (iii) there is a variety of ownership and defective or unusual conditions of title associated with these properties, and/or (iv) there is a prevailing or existing need for the correlation of such areas of the City by streets and modern traffic requirements as well as other factors and conditions that retard development of these areas, collectively or singularly of which substantially impair or arrest the sound growth of the City; and

WHEREAS, in accordance with authorities and powers under the Urban Renewal Act, and other authorities and powers conferred upon the City as a municipality in the State of

Mississippi, the Governing Authority does hereby find, determine, establish, and designate those areas set forth, described, and/or delineated in **Exhibit “A”** attached hereto as “Urban Renewal Areas” or districts within the City for purposes of urban renewal projects or development in accordance with Miss. Code Ann. § 43-35-1, *et seq.* (Rev. 2015) and as being appropriate for “Urban Renewal Plans” and/or “Urban Renewal Projects” and development within the scope of the Urban Renewal Act.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY 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 it is hereby officially found and determined that those areas that are described, set out, or delineated in **Exhibit “A”** attached hereto are blighted areas existing in the City and the rehabilitation, conservation, redevelopment, or a combination thereof, of such areas is necessary in the interest of the public health, safety, morals or welfare of the residents of the City.

SECTION 3. That it is further hereby found and determined that those areas described, set out, or delineated in **Exhibit “A”** attached hereto shall be, and hereby are, established and designated as “Urban Renewal Areas” or districts within the City and as being appropriate for “Urban Renewal Plans,” “Urban Renewal Projects,” and/or development or improvements within the scope of the Urban Renewal Act.

SECTION 4. That the Governing Authority reserves the right to continue to evaluate, assess, establish, and/or designate areas as blighted and in need of rehabilitation, conservation, redevelopment, or a combination thereof, in the best interests of the residents of the City and as

“Urban Renewal Areas” or districts and/or otherwise appropriate for Urban Renewal Plans or Projects.

SECTION 5. That this Resolution shall be in effect immediately upon its passage and enactment according to law, or at the earliest date of effect under law, and shall be spread upon the minutes of the City’s Governing Authority.

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 _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2018.

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 03/08/2018

Subject: Resolution - approving contract with Artisan Pyrotechnics, Inc., regarding July Fourth Fireworks Display and authorizing the Mayor to execute the same.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist

Date: March 8, 2018

Re: Fireworks Display – July 4, 2018
Department of Leisure services
Bids Received 02-22-2018

I have reviewed the bids received on the above referenced item and recommend acceptance of the lowest and best bid as submitted by Artisan Pyrotechnics Inc., for a total bid amount of \$15,551.00

I have issued Purchase Order #197711 accordingly and respectfully request you make this a part of the minutes.

Thank you for your consideration.

PO# 197711

Bids Received: 02/22/2018

Leisure Services

July 4th Fireworks Display

Description	Artisan Pyrotechnic	Pyro Fire Displays	Big Pop Fireworks
1,054 Display Shells - 2", 3" & 5"			
2,587 Total Display Effects - includes cakes & aerial shells			
Total:	\$ 15,551.00	\$ 17,500.00	\$ 23,950.00

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 _____, 2018, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING CONTRACT WITH ARTISAN PYROTECHNICS, INC., REGARDING JULY FOURTH FIREWORKS DISPLAY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, the City of Gulfport annually presents a fireworks display from Moses Pier at or near the Gulfport Small Craft Harbor on or about July 4th, in celebration of American's Independence Day; and

WHEREAS, Artisan Pyrotechnics, Inc. ("Artisan"), of Wiggins, Mississippi, was the lowest and best bid of three bids submitted and was awarded the contract for the fireworks display for the City of Gulfport on (or about, if needed) July 4, 2018, by the City Council on April 3, 2018; and

WHEREAS, Artisan have provided the City with a proposed Contract concerning the said July 4, 2018, fireworks display in the City of Gulfport, which Contract is attached hereto as Exhibit "A" for your consideration; and

WHEREAS, award to and execution of the July 4th fireworks contract with Artisan is believed to be in the best interests of the City of Gulfport.

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

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

Section 2. That the proposed Contract between Artisan and the City of Gulfport, attached hereto as Exhibit "A", be and the same is here by 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 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 _____, 2018.

(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 _____, 2018.

APPROVED:

MAYOR

ARTISAN PYROTECHNICS, INC.

Pyrotechnic Contract

1) THIS AGREEMENT entered into this **21st** day of **March, 2018** by and between ARTISAN PYROTECHNICS, INC.; a Mississippi corporation hereinafter referred to as "ARTISAN" and **City of Gulfport/ Mayor Billy Hewes** hereinafter referred to as "PURCHASER".

2) ARTISAN agrees to furnish PURCHASER, in accordance with the terms and conditions hereinafter set forth, **1** pyrotechnic production (s) as per Program(s) **A**, submitted, accepted and made part hereof, including the services of a licensed pyrotechnic operator to take charge of and, along with sufficient helpers, safely discharge the display. The said production(s) are scheduled to be performed on **July 4, 2018** on **the Moses Jetty, Gulfport, MS.**

3) PURCHASER, at its own expense, agrees to provide ARTISAN: A) A suitable PRODUCTION SITE in which to stage the pyrotechnic display including a firing and fallout zone reasonably acceptable to ARTISAN in which the pyrotechnics may be exhibited, rise and fall safely. B) Adequate policing, guard protection, roping, fencing and/or other crowd control measures to prevent the access of the public or its property or any other people or property not authorized by ARTISAN into the PRODUCTION SITE. C) The services and cost of standby firemen and/or any applicable permit fees as required by state and local statutes, ordinances or regulations. D) Access by ARTISAN, at all times, to the PRODUCTION SITE to set up the production. E) Ensure that the Spectator Area does not infringe on the PRODUCTION SITE; F) PURCHASER shall furnish ARTISAN any and all certificates of fire retardancy and non-flammability with the return of this executed contract for Material that is within twenty-five (25) feet of any pyrotechnic effect. The term Material includes but is not limited to any and all stage scenery, curtains, pipe and drape, carpet, fluids or any thing or object susceptible to combustibility. The failure to supply this certificate may cause ARTISAN not to produce the said display and Purchaser will be responsible for the contract amount in full. If PURCHASER fails to fully comply with requirement A, B, C, D, E and/or F set forth above, ARTISAN shall have no obligation to perform and PURCHASER agrees to pay ARTISAN the entire contract price plus any additional expenses and damages incurred as a result of said failure. PURCHASER shall have the sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that ARTISAN, (including its operators and helpers) shall not inspect, police, monitor or otherwise supervise any area of the site other than the PRODUCTION SITE, except to ensure all spectators are outside the PRODUCTION SITE; and, after completion of the PRODUCTION, that the PRODUCTION SITE is cleared of any pyrotechnic debris originating from the production.

4) PURCHASER shall pay to ARTISAN the sum of **FIFTEEN THOUSAND AND FIVE HUNDRED AND FIFTY ONE** Dollars (**\$15,551.00**). Full final payment is due by **July 19, 2018**. The Payment will include a non-refundable charge of \$500.00 to cover the permit and insurance process. If the production proceeds, this amount will be applied towards the remaining balance due. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after 10 days from the date of payment due. PURCHASER does hereby authorize ARTISAN to receive and verify financial information concerning PURCHASER from any person or entity.

5) PURCHASER agrees to assume the risk of weather, or other causes beyond ARTISAN control, which may prevent the production from being safely discharged on the scheduled date or the cancellation of any event for which PURCHASER has purchased the production. It shall be within ARTISAN sole discretion to determine whether or not the production may be safely discharged on the scheduled date and at the scheduled time. If, for any reason beyond ARTISAN control, including, without limitation, inclement weather, ARTISAN is unable to safely discharge the production on the scheduled date or should any event for which PURCHASER has purchased the production be cancelled, the parties shall attempt to negotiate a new production date, which shall be within **180 days** of the original production date. PURCHASER further agrees to pay ARTISAN for any additional expenses made necessary by this postponement. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of production, additional taxes or surcharges, or any other additional expense that was incurred prior to and/or as a result of the postponement or cancellation. If the parties are unable to agree on a new production date, ARTISAN shall be entitled to liquidate damages from PURCHASER as if PURCHASER had cancelled the production on the date set for the production as follows.

6) PURCHASER shall have the option to unilaterally cancel this production at any time. If PURCHASER exercises this option, PURCHASER agrees to pay ARTISAN, as liquidated damages, the following percentages of the agreed contract price. 1) 25% if cancellation occurs three (3) or more days before the date scheduled for the production, 2) 50% if cancellation occurs between two (2) days prior to and the actual date set for the production, 3) 75% if cancellation occurs on the date set for the production but prior to the time physical set-up of the production actually begins 4) 100% thereafter. If cancellation occurs prior to the date set for the production, PURCHASER, agrees to pay to ARTISAN, in addition to the above percentages, the value associated with any specific custom work performed by ARTISAN or its agents including but not limited to music/narration tape production, sponsor logos and/or the costs of all special equipment purchased specifically for the use in this production, including but not limited to all applicable taxes and shipping charges.

7) ARTISAN reserves the ownership rights and trade names that are used in or is a product of the pyrotechnic production to be performed. Any reproduction by sound, video or other duplication or recording process without the express written permission of ARTISAN is prohibited.

8) ARTISAN agrees to furnish insurance coverage in connection with the Production only, for the following risks and amounts: bodily injury and property damage, FIVE MILLION DOLLARS (\$5,000,000) combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of ARTISAN in performing the Production provided for in this Agreement. Such insurance afforded by ARTISAN shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of PURCHASER, including through or by its employees, agents and/or independent contractors, to perform its obligations under this Agreement, including, without limitation, those contained in Paragraph 3 of this Agreement; B) Failure of the PURCHASER to provide discretionary Spectator and Parking Areas referred to in Paragraph 3 of this Agreement. Only to the extent allowed by law, PURCHASER shall indemnify and hold ARTISAN harmless from all claims and suits made against ARTISAN for bodily injury or property damage arising from A) and B) of this Paragraph, and for any and all willful, wanton or negligent acts of PURCHASER, its employees, agents or independent contractors.

9) Should PURCHASER fail to pay ARTISAN any fees, costs or expenses to which ARTISAN is entitled under the terms of this agreement, PURCHASER shall pay to ARTISAN, in addition to any other relief to which ARTISAN may be entitled, all costs of collection, including but not limited to attorney fees in the minimum amount of 25% of the balance due, court costs and judicial interest from the date of written demand to date of full payment.

10) PURCHASER shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special, and/or punitive damages from ARTISAN including, without limitation, loss of income, business or profits. Nothing in this paragraph shall be construed as a modification or limitation of the insurance coverage afforded in Paragraph 8 above.

11) It is agreed nothing in this Agreement or in ARTISAN performance of the production provided for herein shall be construed as forming a partnership or joint venture between PURCHASER and ARTISAN. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein.

12) This Agreement shall be governed and interpreted under the laws of the State of Mississippi.

13) Any Notice to the parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, **First** class, addressed as follows:

ARTISAN- **Artisan Pyrotechnics, Inc., P.O. Box 250, Wiggins, Mississippi 39577.**

PURCHASER – **The City of Gulfport / Mayor Billy Hewes, P. O. Box 1780, Gulfport, MS 39580**

14) All terms of this Agreement are in writing and may only be modified by written agreement of both parties hereto. The parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement, subject only to any written modifications signed by the parties hereto.

15) If there is more than one PURCHASER, they shall be jointly and severally be responsible to perform PURCHASER'S obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by PURCHASER and after it is executed by ARTISAN at ARTISAN offices in Wiggins, Mississippi. This Agreement may be executed in several counter parts, including taxed copies, each one of which shall be deemed an original against the party executing same. This Agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators and assigns. PURCHASER agrees and acknowledges that because of the nature of fireworks, an industry accepted level of 3% of the product used in any production may not function as designed and this level of nonperformance is acceptable as full performance.

In Witness Whereof the parties hereto, by and through their duly authorized agents, have set their hands and seals this **21st** day of **March** **2018.**

_____, Title President.
ARTISAN PYROTECHNICS, INC.

_____, Title _____.
PURCHASER



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 03/22/2018

Subject: Resolution - approving Engineering Master Service Agreements with Pickering Firm, Neel-Schaffer, Covington Civil, A. Garner Russell & Associates, and Brown, Mitchell & Alexander, Inc., 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 _____, 2018, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE ENGINEERING MASTER SERVICES AGREEMENTS WITH PICKERING FIRM, NEEL-SCHAFFER, COVINGTON CIVIL, A. GARNER RUSSELL & ASSOCIATES, AND BROWN, MITCHELL & ALEXANDER, INC., TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the city desires to enter into a Master Services Agreement for services to be provided on an as needed basis, to include but are not limited to, preparation of preliminary engineering reports, design and environmental and surveying services, construction drawings and construction observations, as well as other tasks that may become necessary; and

WHEREAS, pursuant to authority of this City Council, the City issued a Request for Qualifications bids for Engineering Master Services and on January 31, 2018, received responses from sixteen (16) engineering firms; and

WHEREAS, a consultant selection process was completed and the City Engineer, Kris Riemann, P.E., recommended that five (5) firms be awarded Engineering Master Services Agreements: Pickering Firm, Neel-Schaffer, Covington Civil and Environmental, Inc., A. Garner Russell & Associates, and Brown Mitchell & Alexander, Inc., as set forth in Exhibit "A" hereto; and

WHEREAS, these Agreements shall be non-exclusive with work assigned to each of the five firms based on the City's overall requirements; and

WHEREAS, the Council finds it is in the best interest of the City to award contracts for Master Engineering Services to Pickering Firm, Neel-Schaffer, Covington Civil and Environmental, Inc., A. Garner Russell & Associates, and Brown Mitchell & Alexander, Inc., and to approve contracts with Pickering Firm, Neel-Schaffer, Covington Civil and Environmental, Inc., A. Garner Russell & Associates, and Brown Mitchell & Alexander, Inc., concerning engineering services on an as-needed basis, as more fully set forth in Exhibit "A" hereto.

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

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

Section 2. That the proposed Master Engineering Services Agreements between the City of Gulfport and Pickering Firm, Neel-Schaffer, Covington Civil and Environmental, Inc., A. Garner Russell & Associates, and Brown Mitchell & Alexander, Inc., be and they are hereby approved in the form as attached hereto as Exhibit "A" and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2018.

(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 _____, 2018.

APPROVED:

MAYOR

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Wayne Miller, Public Works

Linda Elias, Finance

From: Kris Riemann, P.E.

RKR

Date: 3/22/18

Re: Recommendation to Approve Engineering Contracts

-Engineering Master Services Agreement 2018

On January 31, 2018, RFQ's were received for the above referenced project. Sixteen (16) firms responded to the request. A Consultant Selection process was completed by the Procurement Office and attached is a copy of the results. I am recommending that the City contract with five (5) firms for the Engineering Master Services Agreement 2018. Those firms are listed below.

1. Covington Civil and Environmental, Inc.
2. A. Garner Russell & Associates
3. Brown, Mitchell, & Alexander, Inc.
4. Neel-Schaffer
5. Pickering Firm

This agreement is for engineering services on an as-needed basis. Services will include, but are not limited to, preliminary engineering reports, design, environmental and surveying services, construction drawings and construction observation, and other tasks that may become necessary during the process. For tasks assigned under the agreement, the scope of service will be agreed to in advance, the funding will be identified, and a specific work authorization will be issued for each assignment.

Connie Debenport, Procurement Manager, and I also have developed standard rates based on the rates that were furnished by the firms during the RFQ process. These standard rates were set from reviewing all rates submitted by the 5 selected firm and using the lowest rates from the firms for the positions. The contracts are also standardized with the assistance of the Legal Department.

This contract allows for an initial term of one (1) year and the extension of the contract for three (3) one-year terms as approved by the Governing Authority. Without prior approval by the Governing Authority, total services provided under this agreement shall not exceed Three Hundred Thousand Dollars (\$300,000.00) per term.

I recommend approval to contract with each of the five (5) Engineering Firms listed above using the Standard Contract and Standard Rates Schedule attached. Please place this item on the April 3, 2018 Council Agenda.

Attachments: 1. Consultant Selection Committee Spreadsheet
 2. Standard Rates Schedule
 3. Engineering Master Services Agreement 2018

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, Purchasing Manager

Date: March 22, 2018

**Re: Contract Award Recommendation
RFP for Engineering Master Services Agreement (MSA)
Proposals Received 01-31-2018**

On January 31, 2018, the City of Gulfport received sixteen (16) responses to advertisement for RFP's for Engineering Master Services Agreement. The selection committee met and conducted a full review and evaluation of the responses received. Based on the full review, we are recommending entering into agreements with the five (5) top scoring firms: Pickering Firm, Neel Schaffer, Covington Civil, A. Garner Russell and Brown Mitchell & Alexander. See attached grading sheet which reflects the sixteen (16) submitting firms and the total points per grading criteria given by the selection committee members.

The contracts are utilized on an as-needed basis and include, but are not limited to preparation of "preliminary engineering reports, design and environmental and surveying services, construction drawings and constructions observations as well as other tasks that may become necessary during the process.

Grading Criteria #1 – Experience in performing the type of work outlined in the Scope of Work.

Grading Criteria #2 – Qualifications of the principals and professionals to be assigned.

Grading Criteria #3 – Consultant’s experience in working with projects involving public funding.

Grading Criteria #4 – Extent of in-house capabilities of the firm, size and capability of staff to perform work with expedited progress schedule.

ENGINEERING FIRM	#1	#2	#3	#4	TOTAL
Waggoner Eng.	73	66	73	68	280
Michael Baker	72	70	71	65	278
Pickering Firm	74	72	74	73	293
Neel Schaffer	74	73	74	70	291
NY Assoc.	70	71	72	69	282
Covington Civil	74	73	73	73	293
Machado-Patano	69	71	73	71	284
Compton Engr.	64	70	72	72	278
A.G. Russell	74	73	73	71	291
Volkert Inc.	70	72	74	69	285
TRC	67	69	73	64	273
Digital Engr.	72	69	72	65	278
Seymour Engr.	73	70	73	51	267
W. Engr.	68	71	69	62	270
BMA	74	74	75	69	292
Tice Engr.	67	69	70	63	269

CITY OF GULFPORT
2018 ENGINEERING MASTER SERVICES AGREEMENT
ENGINEERING FEES
STANDARD HOURLY RATES SCHEDULE
REVISED: 3/28/18

<u>Position</u>	<u>Billing Rate</u>
Principal Engineer	\$ 162.00
Senior Professional Engineer (held P.E. License minimum 10 Years)	\$ 145.00
Senior Professional Engineer (held P.E. License minimum 5 Years)	\$ 125.00
Professional Engineer (Licensed P.E.)	\$ 105.00
Senior Project Manager (minimum 15 Year Experience)	\$ 115.00
Project Engineer	\$ 95.00
Professional Land Surveyor	\$ 98.00
Survey crew chief	\$ 68.00
Instrument person	\$ 41.00
Senior CAD Technician (minimum 15 Years Experience)	\$ 90.00
Senior CAD Technician (minimum 10 Years Experience)	\$ 80.00
CAD Technician	\$ 70.00
Clerical	\$ 50.00
Senior Administrative (minimum 15 Years Experience)	\$ 80.00
Resident Project Representative	\$ 75.00
Engineering/Specification Technician	\$ 65.00
Student Intern/Co-op	\$ 40.00
Scientist	\$ 85.00
Biologist	\$ 115.00
1 man GPS Survey Crew	\$ 150.00
2 man GPS Survey Crew	\$ 175.00
Drone (minimum charge, up to half day)	\$ 350.00
Drone (more than half day to all day)	\$ 475.00

**ENGINEERING MASTER SERVICES AGREEMENT
BETWEEN
THE CITY OF GULFPORT, MISSISSIPPI
AND**

THIS AGREEMENT, made and entered into this the ____ day of _____, 2018, at Gulfport, Mississippi, by and between the City of Gulfport, Mississippi, acting by and through its Mayor and City Council (“the Governing Authority”) hereinafter referred to as “Owner” or “City” and _____, hereinafter “Contractor” or “Engineer”, with its principal place of business at _____, for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESS THAT:

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

WHEREAS, the City previously advertised for proposals for Professional Engineering Firms to provide engineering services to the City on an as needed basis; and

WHEREAS, _____, submitted a response to the City’s Request for Proposals, which response is incorporated herein and attached hereto as included as Exhibit “A”; and

WHEREAS, based on the information submitted in response to the Request for Proposal process, the City desires to enter into a Master Services Agreement with _____ to provide services on an as needed basis, which services are generally set out in Exhibit “B” and include, but are not limited to, preparing preliminary engineering reports, designing projects, providing surveying services, and preparing construction drawings; and

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

ARTICLE I. SERVICES OF ENGINEER

Engineer understands and agrees that this Agreement is for possible work and does not guarantee or assure that any projects or work assignments will be assigned during the term provided herein. Possible services are set forth in Exhibit “B”. Any work assignment under this Agreement shall define the specific scope of work and not to exceed amount and shall be issued on the enclosed “Work Assignment” form attached hereto as Exhibit “C”. All work assigned shall become part of this Agreement and shall be subject to the terms and conditions provided herein.

Engineer shall be responsible for all services and materials required to fully perform and completed the assigned work and shall exercise a reasonable standard of conduct and care, according to the prevailing industry standards, in all work, complying with all Federal and State manuals, guides and specifications for work. The City reserves the right to enlarge or reduce the overall scope of services under this Agreement. Engineer may limit or refuse to accept work assignments under this Agreement. Any limitation or refusal must be issued to the City in writing within five (5) days of receipt of the assignment.

Within seven (7) days of receipt of the work assignment, Engineer shall furnish a proposed estimated cost and progress schedule. Project schedules shall include the anticipated time, proposed beginning and conclusion dates, and such intermediate dates as may be required to adequately monitor the progress of the assignment. To meet the needs of the City, the City reserves the right to request changes in the progress schedule. Return of Exhibit "C" to the Director of Engineer or Director of Public Works will be required before a Notice to Proceed is issued. **Engineer may not begin work on any assignment without receiving a Notice to Proceed from the City.**

ARTICLE II. CONTRACT TERM

The Agreement shall commence upon the latest date of execution and continue until April 1, 2019 at 11:59 P.M. Central Standard Time, at which time the Agreement shall automatically terminate. No new work shall be assigned or undertaken after April 1, 2019. Engineer shall complete any work assigned prior to April 1, 2019, with work not to exceed the termination or conclusion date identified by the specific assignment. During the term of this Agreement, the City reserves the right to terminate this Agreement in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the Engineering. This contract allows for an initial term of one (1) year and the extension of the contract for three (3) one-year terms as approved by the Mayor and City Council.

ARTICLE III. RELATIONSHIP OF THE PARTIES

The relationship of the Engineer to the City is that of an independent contractor, and said Engineer, 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 City by reason hereof. The Engineer 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 City, 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.

ARTICLE IV. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to proceed under this Agreement is conditioned upon the availability of funds, the appropriation of funds by the City of Gulfport, and/or the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Agreement are not forthcoming or are insufficient, either through the failure of the City to provide funds or of the City 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 City for the performance of this Agreement, the City shall have the right, upon written notice to the Consultant to immediately terminate or stop work on this Agreement without damage, penalty, cost, or expense to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE V. COMPENSATION, BILLING AND AUDIT

- A. **Cost and Fees:** Engineer shall be paid on a labor hour/unit cost basis, as set forth in Exhibit "D". **Without prior approval by the Governing Authority, total services provided under this agreement shall not exceed Three Hundred Thousand Dollars (\$300,000.00) per term.** Under no circumstances shall the City be liable for any amounts expended or incurred by Engineer which exceed the maximum dollar amount of compensation.
- B. **Monthly Billing:** Engineer may submit monthly billing statements to the City. A sample of the preferred invoice is attached hereto as Exhibit "E". Each statement shall include time expended and allowable expenses through the end of the billing period. Direct expenses included the cost of long

distance telephone calls, testing and printing, if it is not company accounting policy to include the costs in overhead rates. City shall not reimburse for the cost of travel or shipping/ mailing charges. City reserves the right to verify time and expense records, related to work performed for the City, by audit of any or all Engineer's time and accounting records. Should the funding source require, Engineer agrees to allow the funding entity access to records for review. Records shall be available at all times during the period of the Agreement, and for a period of three years following.

Services rendered within a fiscal year (October 1-September 30), may required an invoice requesting payment for services within sixty days of the end of the fiscal year. Should Engineer fail to present the invoice within the allotted time, payment may be delayed.

- C. Progress Reports: Engineer shall provide the City monthly progress reports containing a narrative outline of work performed during the billing period, as well as a spreadsheet indicating the amount of progress for each designated assignment. Should the assignment be identified in "parts", the spreadsheet shall contain the progress for each part. A suggested format for Progress Reports is attached hereto as Exhibit "F". This provision shall not apply to any work assignment that is less than thirty (30) days in duration. At the request of the Engineer, the City may waive this requirement, which waiver shall be requested by, and responded to, in writing. Failure to provide progress reports may result in termination of the Agreement.
- D. Final Payment: Requests for final payment shall be submitted to the City no later than forty-five (45) days following the completion and/or termination of the work assignment. The City reserves the right to reject any final invoice not timely received. Engineer shall clearly indicate on the last invoice for a work assignment that the payment sought is the "final payment". The Director of Engineering or the Director of Public Works shall confirm that the assignment is completed and ready to be closed, allowing payment of the final invoice. Under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the work assignment.

Engineer agrees and accepts that receipt of final payment shall be in full and final settlement of all claims arising against the City for payment for work completed, materials furnished, cost incurred, or otherwise arising out of this Agreement and/or associated work assignments. In accepting the final payment, Engineer shall release the City from any and all further claims for payment, whether known or unknown, for and on account of the Agreement and/or associated work assignments, including payment for all work done, and labor and materials furnished in connection with the same. Failure to perform, to the satisfaction of the City, all terms of this Agreement and/or associated work assignments, which includes the Scope of Work identified herein, or the Engineer's failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the Engineer without any additional compensation.

- E. In the event of termination of this Agreement, any just claims by the Engineer for payment of services rendered prior to the date of termination will be evaluated on a case by case basis. The City shall be liable only for the costs, fees and expenses for demobilization, if applicable, and close out of the Agreement, based on actual time and expenses incurred by Engineer in the packing and shipment of all documents covered by this Agreement. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE VI. COMPLIANCE WITH APPLICABLE LAW

Engineer shall observe and comply with 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 Agreement or that may later become effective. Engineer shall not discriminate against any employee nor

shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, national origin, age or disability. Engineer shall execute any and all certifications required by the City, without limitation a Certification of Compliance with Title VI of the Americans with Disabilities Act, as amended.

Engineer 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 Engineer further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The Engineer 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 Engineer also acknowledges liability for any additional costs incurred by the City due to such contract cancellation or loss of license or permit.

ARTICLE VII. COVENANT AGAINST CONTINGENT FEES, LOBBYING AND EMPLOYMENT OF CITY PERSONNEL

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the Agreement. The Engineer warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the City. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability, and the Engineer shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the City or participating in any future contracts with the City. Unless specifically authorized in writing by the City, Engineer shall not employ any person or persons in the employ of the City for any work required under the terms of this Agreement.

ARTICLE VIII. REVIEW OF WORK

During the term of this Agreement, authorized representatives of the City may, at all reasonable times review and inspect the services and work assignments, including all reports, drawings, studies, maps and computations prepared by and for the Engineer in connection with this Agreement. As applicable and/or as required under the work assignment, Engineer shall make services and work assignments available for review by authorized State or Federal representatives, including, but not limited to, the Federal Highway Administration, the Federal Emergency Management Associate, the Mississippi Emergency Management Association, the Mississippi Department of Transportation, the Mississippi Department of Environmental Quality, and the Mississippi Department of Marine Resources. Inspection does not automatically make the inspecting entity a party to the Agreement.

Engineer shall be responsible for performance of and compliance with all terms of this Agreement and shall be responsible for correcting any errors and/or omissions, including those that relate to the conduct of care, format and content of material, professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the Engineer that may be identified during or outside of a review. Any corrections necessary for compliance shall be at the Engineer's expense.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications, or other services, discovered by the City during the performance of the work shall immediately be addressed by the Engineer. Engineer shall provide a written statement of proposed remedy no less than ten (10) days after the identification of the breach. Any work performed to remedy the breach shall be at the expense of the Engineer.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications, or other services, discovered by the City after final acceptance of the work shall, without additional compensation, be corrected by the Engineer. If Engineer fails, or is unable to correct, the City reserves the right to have the deficiencies corrected. Any costs incurred by the City for such corrections shall be the responsibility of the Engineer. City shall provide Engineer an opportunity to correct any identified breach unless:

- 1) The City determines, in its sole discretion, that the Engineer cannot cure the breach within the schedule established by the City; or
- 2) The City determines, in its sole discretion, that the Engineer cannot cure the breach to the satisfaction of the City.

ARTICLE IX. OWNERSHIP OF PRODUCTS, DOCUMENTS AND WORK

Engineer 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 Agreement shall be delivered to, become and remain in the property of the City upon creation and shall be delivered to the City upon termination or completion of work, or upon request of the City 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 City.

The Parties intend and agree that this Agreement is a contract for services and each party considers the products and results of the services to be rendered by the Engineer hereunder, including any and all material produced and/or delivered under this Agreement, to be a “work made for hire” under U.S. copyright and all applicable laws. Engineer acknowledges and agrees that the City 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 Agreement is determined to be other than a contract or agreement for a work made for hire, the Engineer does hereby transfer and assign to the City, 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 Engineer agrees to execute all papers and perform such other proper acts as the City may deem necessary to secure for the City or its designee the rights herein assigned.

The City may, without any notice or obligation of further compensation to the Engineer, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The City’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 Engineer shall obtain any and all right, title, and interest to all input and/or material from any third party sub-consultant, 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 City

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

ARTICLE X. SUBLETTING, ASSIGNMENT OR TRANSFER

Neither this Agreement, nor any right or obligation hereunder may be assigned or transferred in whole or in part by Engineer without prior written consent of the City. Under no circumstance will Engineer be allowed to sublet more than sixty percent (60%) of the work required under this Agreement. Specific projects or phases of the work assigned under this contract may be sublet provided that the Engineer performs at least forty percent (40%) of the overall contract. Consent by the City to sublet a portion of the work shall not relieve Engineer from any of its obligations hereunder. Engineer is required to maintain full management responsibility throughout the duration of the Agreement. The City reserves the right to review all subcontract documents and agreements, including any subcontractor's cost estimates, entered into with respect to this Agreement.

ARTICLE XI. CONFIDENTIAL INFORMATION AND PRODUCTION OF DOCUMENTS

It is understood that from time to time confidential and/or privileged information may be shared. Engineer agrees not to disclose any privileged or confidential information unless (a) disclosure is authorized by the City in writing; (b) is reasonably required in connection with the fulfillment of the disclosing party's obligations hereunder and made only to the minimum extent necessary to carry out such obligations; (c) is information which had generally become known to the public other than through the disclosure thereof by the disclosing party or which is otherwise subject to disclosure under state or federal law and not within any exemption from such disclosure; (d) to any authorized attorney, accountant or other professional advisor of the disclosing party under confidentiality agreements and/or attorney-client or similar privilege; or (e) pursuant to any compulsory legal process.

Engineer agrees that it shall immediately refer any third party who requests information pertaining to the work under this Agreement. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer 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 Engineer to defend itself from any suit or claim. Any published finding, report or recommendation shall include the following provision:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the CITY OF GULFPORT.

ARTICLE XII. STOP WORK ORDER

- A. **Order to Stop Work.** The City may, by written order to the Engineer at any time, and without notice to any surety, require the Engineer to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding thirty (30) days after the order is delivered to the Engineer 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 Engineer 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 City shall either:
- (1) cancel the stop work order; or
 - (2) terminate the work covered by such order according to the terms provided herein
- 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 Engineer shall have the right to resume work. If the City 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 Engineer's cost properly allocable to the performance of any part of this Agreement and the Engineer asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this Agreement may be made by written modification of this Agreement as provided by the terms of this Agreement.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the Engineer may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the City shall be liable only for the costs, fees, and expenses for demobilization and close out of this Agreement, based on actual time and expenses incurred by the Engineer in the packaging and shipment of all documents covered by this Agreement to the City. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE XIII. INSURANCE

Prior to commencement of work under this Agreement, Engineer shall obtain and furnish certificates of coverage, or any required documentation to evidence coverage, to the City for the following minimum amounts of insurance:

- A. Workers Compensation Insurance as required by the State of Mississippi;
- B. Comprehensive General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, including coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, contractors protective, sudden and accidental pollution, products and completed operations, and coverage for other hazards;
- C. Valuable Documents Insurance, whether as part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring, or replacing any documents kept or created by Engineer, as a part of the services, in the event of casualty to, or loss or theft of such documents;

- D. Errors and Omissions Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per incident; One Million Dollars (\$1,000,000.00) aggregate; and
- E. Comprehensive Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) per incident with respect to the Engineer's owned, hired, or non-owned vehicles, assigned to or used in the performance of services.

The City shall be listed as a certificate holder or additional insured on any of the insurance required under this Agreement. Insurance identified herein shall be maintained in full force and effect by the Engineer throughout the duration of the Agreement, including any extra time for which ongoing work is completed. Should Engineer cease to carry the errors and/or omissions coverage provided herein, Engineer shall obtain "tail" or extension coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or Agreement termination, whichever is longer.

In the event that the Engineer retains any subcontractor or other personnel to perform services or to carry out any activities under or incident to work on any work assigned as part of this Agreement, Engineer agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage or sufficient coverage to cover their portion of the work. As an alternative, Engineer may include said subcontractor or other personnel within Engineer's coverage for the duration of the work assignment involving the subcontractor or other personnel. Should Engineer change carriers or policies for any insurance required herein, Engineer shall provide new certificates of coverage, as well as any retroactive coverage from the new carrier. If the Engineer fails to procure or maintain required insurance, the City may immediately terminate this Agreement.

ARTICLE XIV. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

Engineer, and its agents, servants, employees, and representatives agree to fully 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, including, but not limited to, any and all indirect, special, incidental, punitive, or consequential damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including without limitation, attorney's fees, which in any way arise out of or relate to any negligent, intentional, willful or grossly negligent acts of omission or commission of or attributed to Engineer and/or its agents, servants, employees, sub-contractors, officials, visitors, invitees, and/or guests. Engineer's obligations to indemnify and hold harmless, or at the City's option, participate and associate with the City in defense of any claim for damage, lien or suit and/or any related settlement negotiations shall be initiated by the City's Notice of Claim for Indemnification to the Engineer.

ARTICLE XV. CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Harrison County, Mississippi. Any claim or action brought by either party related to this Agreement shall be brought in a court of competent jurisdiction in Harrison County, First Judicial District. This Agreement shall be governed by the laws of the State of Mississippi and such Mississippi laws shall apply to the construction or enforcement of all provisions of this Agreement and to any action which may be brought pursuant thereto. Any right or remedy under this Agreement is cumulative, not exclusive, and is in addition to any other rights or remedies either provided in this Agreement or otherwise available at law or in equity. Failure to exercise or delay in exercising any rights shall not constitute a waiver in whole or in part of any such rights.

ARTICLE XVI. CONFLICT OF INTEREST

The Engineer 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 Engineer's Agreement. The Engineer further covenants that no employee of the Engineer or of any sub-consultant, 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 Engineer's execution of this Agreement.

ARTICLE XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Engineer and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. Any changes or amendments to this Agreement

ARTICLE XVIII. WAIVER

The failure of either the City or the Engineer to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of such provision of the right thereafter to enforce each and every provision. No waiver to this Agreement by either the City or the Engineer, either express or implied, or any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement.

ARTICLE XIX. SEVERABILITY

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.

ARTICLE XX. KEY PERSONNEL & DESIGNATED AGENTS

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

CITY:

For Contractual Matters:

Robert Kris Riemann, P.E.
Director of Engineering
4050 Hewes Avenue
Gulfport, Mississippi 39507

(228) 868-5815
(228) 868-5822 Fax
Email: kriemann@gulfport-ms.gov

For Technical Matters:

Same

or

Wayne Miller, P.E.
Director of Public Works
4050 Hewes Avenue
Gulfport, Mississippi 39507

(228) 868-5740
(228) 868-5822 (fax)
Email: wmiller@gulfport-ms.gov

Same

ENGINEER:

For Contractual Matters:

For Technical Matters:

IN WITNESS WHEREOF as duly authorized:

City of Gulfport

By: _____
Mayor

Attest: _____
Clerk

Dated: _____, 2014

Engineer:

By: _____

Dated: _____, 2014

EXHBIT “A”
ENGINEER’S PROPOSAL

EXHIBIT “B”

SCOPE OF SERVICES

Engineer shall provide professional services for the City pursuant to Work Assignments issued from time to time. All work assignments shall be subject to the terms and conditions set forth herein and any additional conditions or limitations provided for the specific assignment. General areas of services include, but are not limited to, work related to Water, Wastewater, Streets, Bridges, Storm Drainage, Traffic Control, and Landscape Design. Engineer may be asked to provide preliminary engineering reports, designs, environmental and surveying services, construction drawings, construction observation, and other tasks that may become necessary during the process. For tasks assigned under this Agreement, the scope of service will be agreed to in advance, funding identified, and a specific work authorization issued for each assignment. (See Exhibit “C” for format.)

EXHIBIT “C”

WORK ASSIGNMENT

WORK ASSIGNMENT NO. ____-____ 20__-__

PROJECT NUMBER: _____
CITY OF GULFPORT
HARRISON COUNTY

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Gulfport, Mississippi and _____, on the ____day of _____ 2018.

WHEREAS, each of said parties represents that it continues to have authority to execute this Work Assignment and that all certifications previously made in said Agreement remain in effect;

NOW THEREFORE, the parties hereto do further contract and agree to add the following items of work to the above Agreement under the additional terms and conditions as are hereinafter stated:

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

{{{Insert specific Scope of Work for this Work Assignment}}}
{{{Make sure Termination is defined in the Work Assignment}}}

WORK ASSIGNMENT TERM [No new Work Assignments shall be executed after _____
{Enter Master Contract Termination Date Here}_____.

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until insert Work Assignment Termination date here, at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

DBE GOAL

The DBE goal established for this Work Assignment shall be ____ %.

KEY PERSONNEL

{{{Designate project engineer and the Engineer’s project representative here. Also include a list of any key personnel who are dedicated to this particular job by the CONSULTANT. }}}}

CITY PROJECT ENGINEER:

CONSULTANT PROJECT MANAGER:
**(Certified as a Professional Engineer to do
business in the State of Mississippi)**

PROGRESS SCHEDULE

{{{Attach at the end of “Exhibit C” the progress schedule, including a not to exceed date}}}

MAXIMUM ALLOWABLE COST *{Delete the other cost methods not used}*

Contract Maximums:

[Use for Labor Hour/Unit Cost Work Assignments]

Under no circumstances shall the amount payable by the City for this assignment exceed \$_____ (Total of all Charges) without the prior written consent of both parties. The Labor Rates have been identified in Table 1: Rate Schedule for Labor Hours.

Table 1: Rate Schedule for Labor Hours

NAMES	LABOR CLASSIFICATION	RATE

Both parties hereto represent that they have authority to enter into Work Assignment No._____, as “Exhibit C” of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE _____ DAY OF _____, ____.

City of Gulfport, Mississippi

By:

WITNESS this my signature in execution hereof, this the _____ day of _____, 20__.

CONSULTANT NAME GOES HERE

By:

ATTEST:_____

EXHIBIT “D”

FEES AND EXPENSES

The City shall pay the Engineer on an actual Labor Hour/Unit Cost Basis for the satisfactory completion of the Scope of Work set forth herein, for all salaries, payroll additives, overhead, direct costs and the Engineer’s fixed fees attributable to a Work Assignment. The Engineer shall prepare an estimate for the specific work identified for the contemplated transportation improvement, and the City shall review and may approve this amount on a Work Assignment by Work Assignment basis using typical rates, and when acceptable issue the Notice to Proceed to the Engineer.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct. Direct salaries are those amounts actually paid to the person performing the services which are deemed reasonably necessary by the City for the advancement of the Scope of Work. Overtime work is not contemplated by the Work Assignment. Accordingly, direct salaries chargeable to the Work Assignment shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of Engineer’s allowable indirect costs attributable to the Work Assignment.

Direct costs are those charges deemed reasonably necessary by the City for the successful completion of the Scope of Work which are charged directly to the Work Assignment and not included in overhead.

Fixed-fee as the term is used herein shall mean a dollar amount established to cover the Engineer’s profit and business expenses not allocable to overhead for the successful completion of the Services.

Labor Hour as the term is used herein shall include all direct salaries, payroll additives, overhead, and profit. Unit-Costs, as the term is used herein shall include all direct costs and profit. Labor Hour/Unit-Costs are not subject to any adjustments on the basis of the Engineer’s cost experience in performing the Work Assignment. The Labor Hour/Unit-Costs shall be paid based on the rates established in the Work Assignment

Each month, the Engineer shall submit OCR-484-C found on MDOT’s website to the CITY along with the Invoice. This form certifies payments to all Subcontractors and shows all firms even if the Engineer has paid no monies to the firm during that estimate period (negative report).

If requested by City all labor charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct costs:

The City will reimburse the Engineer’s printing, long distance phone calls, and testing for actual documented expenses. All Direct costs shall be substantiated with supporting documentation. Testing costs shall not exceed 2% of the construction costs and the CITY shall approve the testing agreement in advance of testing working being performed. All direct expenses will be reimbursed upon receipt of acceptable paid invoices.

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under “Exhibit B” to this Agreement.

EXHIBIT "E"

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

City of Gulfport, Mississippi
Attn: _____

Date: _____

Invoice No. 0000

Period _____, 20__ Through _____, 20__

PROFESSIONAL SERVICES IN ACCORDANCE WITH MASTER SERVICES AGREEMENT

Project No.. ____-____-____-____-____ in Harrison County, Mississippi

Work Assignment: ____-____-____-____

Engineer: _____

	Current Period	Previous Estimate	Total Allowed to Date
Labor Costs *	\$	\$	\$
Direct Costs **	\$	\$	\$
Project Total	\$	\$	\$
Amount Due this Invoice			\$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD)
2. THE ESTIMATED FCCM FOR COST PROPOSALS AND SUPPLEMENTAL AGREEMENTS MUST BE SPECIFICALLY IDENTIFIED AND DISTINGUISHED FROM THE OTHER COSTS. PROFIT/FEE SHALL NOT INCLUDE AMOUNTS APPLICABLE TO FCCM.
3. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
4. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED BY THE CONSULTANT SERVICES DIRECTOR. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA (Sample Only)

Project No. 00-0000-00-000-00
County _____

Employee and Classification	Rate of Pay	Current Period Hours	Current Period Costs	Previous Period Costs	Costs to Date
John P. Public, Jr. Engineer	\$0.00/hour	0.00	\$0.00	\$0.00	\$0.00
John P. Public, Jr. Designer	\$0.00/hour	0.00	\$0.00	\$0.00	\$0.00
John P. Public, Jr. Technician	\$0.00/hour	0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL	\$0.00/hour	0.00	\$0.00	\$0.00	\$0.00
TOTAL LABOR					
Direct Costs					
PROJECT TOTAL					

EXHIBIT “F”
PROGRESS REPORT

MONTHLY PROJECT STATUS REPORT
Reporting Period:
City Representative:
Consultant:
Project No.:
Project Description:
Work Completed:
Work Planned:
Issues to be Addressed:

Report Submitted by: _____

Date: _____

EXHIBIT "G"

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE AMERICANS WITH DISABILITIES ACT, 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 ACT, WORKER VISIBILITY

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

1. Compliance with Regulations: The Engineer will comply with the Regulations of the City, relative to nondiscrimination in Federally-assisted programs of the U. S. 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 Agreement.

2. Nondiscrimination: The Engineer, 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 sub-consultants including procurement of materials and leases of equipment. The Engineer will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations. In addition, the Engineer 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 Engineer for work to be performed under a subcontract, including procurement of materials or equipment, each potential sub-consultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All agreements 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 consultant/contractor or sub-consultant/sub-contractor 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 Engineer shall report all suspected or reported violations to the City.

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 contractors and subcontractors in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts 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 Clear 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 (DBE): It is the policy of the City 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 an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the City and the Engineer shall comply with the “Mississippi Department of Transportation’s Disadvantage Business Enterprise Programs For United States Department Of Transportation Assisted Contracts”.

Neither the Engineer, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin, or sex in the performance of this Agreement. The Engineer 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 Engineer to carry out those requirements is a material breach of this Agreement which may result in the termination of this Agreement or such other remedies as the City 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 "H"

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 Agreement 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 Agreement.
- (2) The Engineer 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 Agreement, 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 Agreement. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000.00. The Engineer shall include the language of the certification in all subcontracts exceeding \$25,000.00 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the Engineer 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 Engineer) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this Agreement, 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 Engineer) 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, or any other applicable Federal or State Agency 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 _____ day of _____, 20__.

{Enter Consultant's Name}

{Type name}

ATTEST: _____

My Commission Expires:

Notary

EXHIBIT "I"

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 CITY, 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 CITY 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 CITY 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 Agreement, 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 City, if requested, for the benefit of the City or this Contract.

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: _____
Authorized Officer or Agent

Date

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor /Consultant

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

* 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.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 03/23/2018

Subject: Resolution - approving Professional Legal Service Contract with Jennifer Tyler Baker, Esq., to serve as a Public Defender in the Gulfport Municipal Court and authorize 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 _____, 2018, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE PROFESSIONAL LEGAL SERVICE CONTRACT WITH JENNIFER TYLER BAKER, ESQ., TO SERVE AS A PUBLIC DEFENDER IN THE GULFPORT MUNICIPAL COURT AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

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

WHEREAS, the City of Gulfport recognizes its responsibilities under the laws of the State of Mississippi to provide legal counsel to indigent persons charged with potential loss of liberty offenses under State Law and its municipal ordinances; and

WHEREAS, due to the previous volume of cases assigned to a rotation of appointed public defenders, the Municipal Court Administrator for the Gulfport Municipal Court, pursuant to Miss. Code Ann. Sec. 21-23-7, as amended, recommended, and the Governing Authority previously authorized the appointment of an appointed Public Defender to represent indigent defendants charged in the Gulfport Municipal Court; and

WHEREAS, the Municipal Court Administrator has evaluated the current number of cases qualifying for this representation and has recommended to the Governing Authority to retain the services of an appointed Public Defender; and

WHEREAS, from time to time, the City’s appointed Public Defender is conflicted out of a matter or is, for whatever reason, unable to represent an indigent defendant charged in the Gulfport Municipal Court, and it is necessary to appoint an “as needed” Public Defender to serve in these instances when the appointed Public Defender is unable, for whatever reason, to represent such defendant; and

WHEREAS, Jennifer Tyler Baker, Esq., licensed by the Mississippi Bar, with offices located in Gulfport, Mississippi, has experience in the field of criminal defense and desires to represent indigent

clients in the Gulfport Municipal Court, on an as needed basis, with compensation set at \$200.00 per defendant, and the Governing Authority believes his appointment to be in the best interest of the City.

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 Contract be and it is hereby approved in substantially the same form as is found in **Exhibit "A"** to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this
the _____ day of _____, 2018.

APPROVED:

MAYOR

STATE OF MISSISSIPPI

COUNTY OF HARRISON

CITY OF GULFPORT

PROFESSIONAL LEGAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL LEGAL SERVICES (“Agreement”) entered into and executed in Gulfport, Mississippi on the day and year hereinafter set forth by and between the **CITY OF GULFPORT, MISSISSIPPI** (herein the “City”), having an address of Post Office Box 1780, Gulfport, Mississippi 39502, and **JENNIFER TYLER BAKER, ESQ.**, with a mailing address of P.O. Box 10, Gulfport, Mississippi 39502 (herein “Baker” or the “Attorney”) for the purposes and according to the terms, covenants, and conditions hereinafter set forth, to-wit:

WITNESSETH THAT:

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

WHEREAS, under the laws of the State of Mississippi and under certain circumstances, the City of Gulfport provides legal counsel to indigent persons charged with potential criminal offenses; and

WHEREAS, the Municipal Court Administrator, pursuant to Miss. Code Ann. § 21-23-7, as amended, has recommended, and the Governing Authority has previously found it in the best interest of the City to retain the services of an appointed Public Defender to represent indigent defendants charged in the Gulfport Municipal Court and

WHEREAS, from time to time, the regular appointed Public Defender is conflicted out or is otherwise unable, for whatever reason, to defend an indigent defendant before the Gulfport Municipal Court, and it is also necessary and in the best interest of the City of Gulfport that an “as-needed” Public Defender be retained to provide services on a case by case basis, under the terms and conditions set forth herein and in accordance with appointment by Municipal Court Judges and any governing legal and ethical rules and responsibilities;

WHEREAS, Baker is an experienced attorney and Public Defender, licensed by the Mississippi Bar Association (Mississippi Bar No. _____), with offices located at 2781 C.T. Switzer Sr. Dr. Ste 200, Biloxi, MS, and desires to represent indigent clients and to appear on their behalf in the Gulfport Municipal Court on an as-needed basis.

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

1. **Scope of Work.** The Attorney shall, in a satisfactory and proper manner, under the terms and conditions provided herein, and in accordance with any governing laws and professional rules of conduct, provide legal counsel and representation to assigned indigent or otherwise eligible defendants charged with qualifying, non-felony criminal violations by the City of Gulfport. The eligibility for this service shall be determined and assigned by the Gulfport Municipal Court/Judicial System and such engagement shall commence upon appointment by the Municipal Court. The Attorney shall represent the aforementioned defendants in a professional manner that conforms to high and ethical standards of the legal profession in the community and in the State of Mississippi. The Attorney shall decline to be involved in any case to which she is appointed as “Public Defender” in which a conflict of interest or ethical problem is known to exist or any case in which the Attorney deems that she is not qualified. The Attorney’s representation of indigent defendants under this Agreement shall further at all times comply with the Mississippi Rules of Professional Conduct or any similar code of ethics to which Mississippi attorneys may be subject.

2. **Manner of Service.** Services provided by Attorney pursuant to or in accordance with this Agreement shall be performed in a prompt and competent manner and in accordance with the laws of the State of Mississippi and the United States of America. Services to be provided by the Attorney, insofar as applicable and necessary in any given case, shall include, but not be limited to, counseling, investigation, preparation of pleadings, motions, memoranda, and court papers, attendance and representation at hearings and trials, preparation, submission, and argument involving pre- and post-trial motions, defense pre-sentence reports, and such other services as would normally be provided by competent private counsel. Attorney shall keep sufficient office hours within the corporate limits of the City or within two miles of the City limits, including a local telephone number or otherwise toll-free telephone number, so that indigent defendants are not required to travel outside the two miles beyond the City limits or incur long distance telephone charges in order to consult with Attorney as necessary in preparation or presentation of their defense.

3. **Compensation.** The City of Gulfport shall pay the Attorney a per Defendant fee of Two Hundred Dollars and 00/100 (\$200.00) per appointment to represent a particular indigent defendant for services provided during the Term of this Agreement, which shall constitute payment for services rendered for the preceding month of each payment made. Attorney agrees to submit an invoice to the City on forms approved by the City for compensation in accordance with the Agreement terms set forth herein or as otherwise required by the City. There shall be no maximum amount of cases identified as eligible; however, the Attorney and the Court Administrator for the Gulfport Municipal Court shall work together to make sure that the Attorney is not overburdened in the number of assigned cases. When the Attorney is appointed by the Court pursuant to this Agreement to represent an individual in a criminal case, Attorney shall not receive any fee or expense for representation of that individual in that case except as provided for under this Agreement. Other than compensation for services as specifically set forth in this Paragraph, no other benefits or compensation shall be owed by City as a result of services performed under this Agreement.

4. **Term of Service.** The term of this Agreement shall be for eighteen (18) consecutive months commencing April 4, 2018, and expiring on October 4, 2019, (“Term”) unless sooner

terminated or canceled as set forth herein. The term of this Agreement may be extended for an additional period subject to approval by the City's Governing Authority.

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

6. **Termination.** (a) *For convenience.* Either party may terminate this Agreement at any time for any reason (or no reason) by giving the other party written notice of termination at least thirty (30) days prior to the effective date of termination. Should this Agreement be terminated pursuant to the immediately-preceding provision, the Attorney agrees to complete all assigned cases to final disposition unless such completion would violate the Mississippi Rules of Professional Conduct or prescribed law or the case is re-assigned. In addition, this Agreement terminates automatically and immediately upon the Attorney ceasing to be a member in good standing of the Mississippi Bar Association, whether by suspension, disbarment, or otherwise. The Attorney shall notify the City in writing immediately of any change in standing as a member of the Mississippi Bar Association or any other Bar Association. (b) *For default.* Breach or failure to perform any provision of this Agreement shall be an "event of default." If the party in breach fails to cure any default within fifteen (15) days from receipt of written notice of an event of default, then this Agreement may be terminated immediately for default by written notice to the breaching party or party in default and in such event, either party may assert any remedies at law or in equity that it/he deems to be entitled for breach of contract.

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

8. **Independent Contractor; Professional Services Contract; Materials, Equipment., and Resources.** (a) Attorney certifies that he shall be licensed, certified, experienced, and qualified and able to perform any and all services for which he accepts engagement under this Agreement, and Attorney agrees to notify City immediately if his 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 the Attorney shall at all times be acting as and considered an independent contractor with the City and not an employee of the City. The Attorney 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) The Attorney 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.

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

10. **Compliance with Legal Obligations; Communication.** The Attorney agrees that, in rendering services to assigned indigent defendants under this Agreement, he shall comply with all legal requirements of any kind. Attorney shall further comply with all federal, state, and local laws. Attorney shall also make provision for prompt and effective communication with clients in cases undertaken pursuant to this Agreement. Such provision shall ensure that clients are able to have reasonable access to the Attorney by telephone from detention facilities.

11. **Record Retention.** The Attorney represents he will maintain files related to this Agreement, which in the sole professional judgment of the Attorney, he determines are necessary. After the representation ends, or a file is closed, the Attorney will maintain or destroy the files in accordance with any legal and ethical laws, obligations, or requirements. This Agreement does not limit the Attorney's other legal and ethical obligations to preserve client property and retain client files.

12. **Identification of Conflicts of Interest.** Upon assignment of a new client, the Attorney will make reasonable and diligent efforts to obtain and review relevant court documents and other discovery materials to determine if any potential conflicts of interest exist in the case. Record-keeping systems will be maintained which facilitate the early and efficient identification of conflicts of interest.

13. **Insurance; Defense of Claims.** Attorney agrees to carry and maintain professional liability insurance covering all services to be performed pursuant to this Agreement (including errors and omissions coverage) in an amount of not less than \$250,000 per claim and \$1,000,000 per occurrence and to provide to the City a certificate of insurance prior to the commencement date of this Agreement and to notify the City immediately if such insurance is cancelled, suspended, or expires during the term of this Agreement for any reason. Attorney covenants and agrees to indemnify and hold harmless the City and the City's employees, servants, agents, officials, and representatives from and against any loss, damage, costs, charges, expenses, and fees, whether direct or indirect and whether known or unknown, in any way arising out of or by reason of any negligent or intentional act or omission on the part of the Attorney or anyone acting for, on behalf of, or at the direction of the Attorney in the performance or execution of this Agreement or in any way arising out of this Agreement. In case any suit or legal proceedings shall be brought against the City or any of its employees, servants, agents, officials, or representatives at any time on account of or by reason of any negligent or intentional act or omission by the Attorney or anyone acting for, on behalf of, or at the direction of the Attorney, the Attorney hereby covenants and agrees to assume the defense thereof and to defend the same

at the Attorney's own expense and to fully pay for any and all loss, damages, costs, charges, expenses, fees, attorneys' fees and other expenses and any and all judgments that may be incurred by or obtained by or against the City or any of the City's employees, servants, agents, officials, or representatives in such suits or other proceedings or actions.

14. **Confidentiality.** The Attorney agrees to keep confidential and not use or disclose, except in furtherance of the purposes of this representation of indigent defendants, any confidential information that the Attorney may acquire during the term of, and in the course of, or as a result of, his representation of those indigent defendants Attorney is assigned to represent.

15. **Notices.** Official notice to the Attorney shall be to the mailing address identified above unless a change of address is provided to the City in writing. Official notice to the City shall be to the Mayor, City of Gulfport, 2309 15th Street, Gulfport, Mississippi 39501 with copies to the City Attorney at the same address. All official notices shall be in writing and served by U. S. Mail or by hand delivery. The point of contact for the City under this Agreement shall be the City Attorney.

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

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

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

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

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

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

JENNIFER TYLER BAKER, ESQ.

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF GULFPORT

Post Office Box 1780

Gulfport, Mississippi 39502-1780

By: _____

Printed Name: _____

Title: _____

Date: _____

JENNIFER TYLER BAKER

Copeland, Cook, Taylor & Bush, P.A.

P.O. Box 10

Gulfport, MS 39502

228-863-6101

Experience

Copeland, Cook, Taylor & Bush, P.A.
Attorney

Biloxi, MS
January 2017-Current

- Practice covering: Personal Injury, Worker's Compensation, Wills & Estates, and Chancery Court Practice

Tyler Baker Law Firm, P.L.L.C.
Managing Partner

Biloxi, MS
July 2016-December 2016

- Skilled utilization and use of the discovery process & brief composition in motion practice
- Seasoned Litigator
- Practice covering: Personal Injury, Worker's Compensation, Wills & Estates, Criminal Defense and Chancery Court Practice

Public Defender
Biloxi City Court

Biloxi, MS
March 2016-December 2016
January 2006 – June 2006

- Represented indigent individuals on the misdemeanor level

Tindell Law Firm, P.L.L.C.
Partner

Gulfport, MS
January 2013-July 2016

- Representation of a variety of municipal clients
- Practice covering: Personal Injury, Worker's Compensation, Wills & Estates, Criminal Defense and Chancery Court Practice

Tyler Law Firm
Attorney/Managing Partner
Attorney

Biloxi, MS
November 2009- September 2012
August 2004 – July 2006

- Broad coverage of legal issues at this general practice Law Firm
- Handled depositions and discovery encompassing individuals, corporations and experts
- Extensive trial and motion practice

Biloxi Civil Service Commission
Attorney

Biloxi, MS
July 2011 - October 2012

- Advised Commission on various administrative and legal issues
- Mediated concerns and provided counsel to the Commission during civil servants' appeal hearings

District Attorney's Office
2nd Circuit Court District of Mississippi
Assistant District Attorney

Gulfport, MS
July 2006 – November 2009

- Prosecuted felony crimes
- Negotiation, trial and motion practice were a daily part of growing skills in this position

Contract Criminal Defender
2nd Judicial District of Harrison County, Mississippi

Biloxi, MS
January 2005 - July 2006

- Represented indigent individuals charged with felony crimes

Education

Mississippi State University
Starkville, Mississippi
Bachelor of Arts in Sociology, Cum Laude, 2001

Mississippi College School of Law
Jackson, Mississippi
Doctorate of Jurisprudence, 2004

Community Involvement

- Young Lawyers Division of the Mississippi Bar, Immediate Past President (Current), Secretary (2014-2015), and Board of Directors (2009-2011)
- President of the Harrison County Bar Association (2008-2009)
- President of the Harrison County Young Lawyers (2007-2008)
- Member of Nativity Blessed Virgin Mary Cathedral in Biloxi, Mississippi
- Commissioner on the Mississippi Board of Bar Commissioners (Current)
- Women in the Profession of the Mississippi Bar, Committee Member (2010-Present) and Chairman (2012-2013)
- Chair of the Health Law Section of the Mississippi Bar (2016-2017)
- Biloxi-Ocean Springs Junior Auxiliary, Social Chairman (2014-2015)
- Mississippi Bar Leadership Forum, Class of 2014
- President of the Board of Directors for the Land Trust for the Mississippi Coastal Plain (Current)



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 03/08/2018

Subject: Resolution - approving Supplemental Agreement #3 (Change Order #3) to the contract with A. Garner Russell & Associates, Inc., for the widening of 28th Street 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 _____, 2018, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE SUPPLEMENTAL AGREEMENT #3 (CHANGE ORDER #3) TO
AGREEMENT WITH A. GARNER RUSSELL & ASSOCIATES, INC., FOR THE
WIDENING OF 28TH STREET PROJECT, TO AUTHORIZE THE MAYOR TO
EXECUTE SAID SUPPLEMENTAL AGREEMENT (CHANGE ORDER), AND FOR
RELATED PURPOSES**

WHEREAS, A. Garner Russell & Associates, Inc., was awarded the contract for Construction Engineering Services in connection with the Widening of 28th Street (22nd Avenue to 34th Avenue) Project located in the City of Gulfport; and

WHEREAS, certain and various changes to the contract as more fully set forth in the attached revised Supplemental Agreement #3 (Change Order #3) (which is attached hereto as a part of Exhibit “A”), resulting in an INCREASE in contract time (56 days) and in contract cost (\$79,083.23) as more fully described in the memorandum from City Engineer Kris Riemann; and

WHEREAS, the City Engineer has recommended approval of Supplemental Agreement #3 (Change Order #3); and

WHEREAS, approval of Supplement Agreement #3 is in the best interest of the City of Gulfport.

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

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

SECTION 2. That Supplemental Agreement #3 (Change Order #3) to the City's contract with A Garner Russell & Associates, Inc., be and it is hereby approved in the form as is found in Exhibit "A" to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That the proposed changes to the contract are necessary and/or incidental to the completion of the work as originally bid, are not outside the scope of the original contract, are commercially reasonable and not made to circumvent the public purchasing statutes.

SECTION 4. That the INCREASE in days and cost is reasonable in light of all relevant facts and circumstances.

SECTION 5. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2018.

MAYOR

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes Wayne Miller, P.E., Public Works

Dr. John Kelly, CAO Linda Elias, Finance

From: Kris Riemann, P.E.

RKR

Date: 3/7/18

Re: Recommendation to Approve Supplemental Agreement #3 for Construction Engineering Services

- Garner Russell & Associates, Inc.

- Widening of 28th Street (22nd Avenue to 34th Avenue)

- Project No. STP-9098-00(002) LPA/105418-701000

Attached for your consideration is Supplemental Agreement #3 for Construction Engineering Services with A. Garner Russell & Associates, Inc. for the referenced project in the additive amount of \$79,083.23. This supplemental agreement is necessary to provide CE&I services for 56 days of additional work related to construction contract time increases, as detailed in work related to Contractor's Supplemental Agreement No. 4. These services include the coordination of the third-party utility conflicts and contractor's delays caused by such conflicts.

This project is designed to widen 28th Street from 22nd Avenue to 34th Avenue from 2 lanes to 5 lanes. The project is funded 80% by the Mississippi Department of Transportation and 20% by the City of Gulfport and the contract is under construction. Funds are available for the City's share of \$15,816.64 in the current budget.

I recommend approval, contingent on the approval of the Mississippi Department of Transportation. Please place this item on the April 3, 2018 Council Agenda.

Attachments: 1. Supplemental Agreement #3

Between the
City of Gulfport
And
A. Garner Russell & Assoc., Inc.

SUPPLEMENTAL AGREEMENT NO. 3

28th Street Improvements (22nd Avenue to 34th Avenue)
Harrison
Project No. STP-9098-00(002)LPA/105418-701000

WHEREAS, A. Garner Russell & Assoc., Inc. (the CONSULTANT) entered into the Construction Engineering & Inspection (CE&I) Contract with the City of Gulfport (the LPA) on the 18th of November, 2014, to perform Construction Engineering & Inspection services in accordance with Exhibit 2 of the contract, as provided for in Project No. STP-9098-00(002)LPA/105418-701000 (the PROJECT); and,

WHEREAS, the CONSULTANT has been requested to provide additional CE&I services resulting from a change in the scope of the project; and,

WHEREAS, the LPA agrees that the CONSULTANT is entitled to additional compensation for Additional Services (Extra Work) as required by the LPA; and

WHEREAS, the CONSULTANT agrees to perform the Extra Work for an additional cost not to exceed **\$79,083.23**;

NOW THEREFORE, it is mutually agreed that the CONSULTANT will accomplish such Additional Services (Extra Work) in accordance with the Contract as modified herein and the LPA will compensate the CONSULTANT for services as follows:

Scope-Of-Work

The CONSULTANT has been requested to provide additional services related to the PROJECT which include:

Providing additional CE&I services for an additional 56 productive days as a result of third-party utility conflicts, as detailed in Contractor's Supplemental Agreement Nos. 4.

The Maximum Allowable Cost shall be amended to add the sum of **\$79,083.23** so the revised total Maximum Allowable Contract Costs is **\$563,568.59**. The new Maximum Allowable Cost is delineated below in the Schedule.

Schedule:

	Labor	Direct Cost	Subconsultants	Total
Original	\$301,238.64	\$0.00	\$41,072.01	\$342,310.65
SA #1	\$61,166.12	\$0.00	\$0.00	\$61,166.12
SA #2	\$59,685.59	\$0.00	\$21,323.00	\$81,008.59
SA #3	\$79,083.23	\$0.00	\$0.00	\$79,083.23
Totals	\$501,173.58	\$0.00	\$62,395.01	\$563,568.59

The effective date of this Supplemental Agreement is **November 10, 2017**.

This Supplemental Agreement in no way modifies or changes the original of which it becomes a part except as specifically stated herein.

Dated, the _____ day of _____, 2018.

City of Gulfport

Mayor Billy Hewes

Dated, the _____ day of _____, 2018.

A. Garner Russell & Assoc., Inc.

Douglas K. Rackley, P.E.

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

28th Street Widening and Improvements

Prepared for:
Mississippi Department of Transportation

Project Number:
STP-9098-00(002)LPA/105418-701000
Gulfport, MS

Prepared by: **A. Garner Russell & Assoc., Inc.**

Date Submitted: ***February 5, 2018***
Date Revised:

Cost Summary

28th Street Widening and Improvements

Construction Engineering & Inspection Services

A. Garner Russell & Assoc., Inc.

Labor Costs

CE&I Services	\$	79,083.23
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Direct Costs

CE&I Services	\$	-
---------------	----	---

Subtotal	A. Garner Russell & Assoc., Inc.	
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\$	79,083.23
----	-----------

Burns Cooley Dennis

Labor Costs

Testing Services

Direct Costs

CE&I Services

Subtotal Burns Cooley Dennis Costs

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PROJECT TOTAL COSTS

\$	79,083.23
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BILLING RATE TABLE

A. Garner Russell & Assoc., Inc.

Construction Engineering & Inspection Services

Home Overhead Rate ²	<u>148.07%</u> %
Field Overhead Rate ²	<u>148.07%</u> %
Profit	<u>12.00%</u> %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Principal	\$ 42.00	\$ 62.19	\$ 12.50	\$ 116.69
Project Engineer	\$ 41.00	\$ 60.71	\$ 12.21	\$ 113.91
Project Manager	\$ 21.75	\$ 32.21	\$ 6.47	\$ 60.43
Inspector II	\$ 20.75	\$ 30.72	\$ 6.18	\$ 57.65
Inspector I	\$ 19.00	\$ 28.13	\$ 5.66	\$ 52.79
CADD Technician	\$ 25.25	\$ 37.39	\$ 7.52	\$ 70.15
Senior Inspector	\$ 35.00	\$ 51.82	\$ 10.42	\$ 97.24
Survey Crew Chief	\$ 27.00	\$ 39.98	\$ 8.04	\$ 75.02
Survey Technician	\$ 14.00	\$ 20.73	\$ 4.17	\$ 38.90
Inspector	\$ 16.00	\$ 23.69	\$ 4.76	\$ 44.45

² Approved by MDOT

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

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

A. Garner Russell & Assoc., Inc.
Construction Engineering & Inspection Services

POSITION TITLE	2017				2018				On Job Months	Subtotal Hours	Hourly Rate	Extension
	Nov	Dec	Jan	Feb	Mar	Apr						
Principal			12	14	22	4			52	\$ 116.69	\$ 6,067.99	
Project Engineer	8.5	38.5	36	42	66	12			203	\$ 113.91	\$ 23,124.49	
Project Manager	72	166.5	48	56	88	16			446.5	\$ 60.43	\$ 26,981.93	
Inspector II				56	88	16			160	\$ 57.65	\$ 9,224.23	
Inspector I	5	4	48	56	88	16			217	\$ 52.79	\$ 11,455.28	
CADD Technician	13.5								13.5	\$ 70.15	\$ 947.08	
Senior Inspector		1							1	\$ 97.24	\$ 97.24	
Survey Crew Chief	7	0.5							7.5	\$ 75.02	\$ 562.62	
Survey Technician	16								16	\$ 38.90	\$ 622.36	
Inspector									0	\$ 44.45	\$ -	

Labor Subtotal (Regular)	\$	79,083.23
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Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 03/23/2018

Subject: Resolution - authorizing negotiation 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 "Beulah Church Road/Saucier Lane Project, to authorize special checks to acquire the property interests stated herein, 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 _____, 2018, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE
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 “BEULAH CHURCH ROAD/SAUCIER LANE PROJECT”, TO
AUTHORIZE SPECIAL CHECKS TO ACQUIRE THE PROPERTY INTERESTS
STATED HEREIN, AND FOR RELATED PURPOSES**

WHEREAS, the City desires to take over right of way maintenance and install required utilities in the area of Beulah Church Road/Saucier Lane; and

WHEREAS, in order to complete this Project, the City must acquire real property interests and utility easements along Beulah Church Road/Saucier Lane; and

WHEREAS, pursuant to authority of the Governing Authority, the City has heretofore obtained appraisals to determine the fair market value of compensation and damages (ie, just compensation) that the City shall pay to each land owner and interested party for the utility easements necessitated by this project, and such appraisals were performed by Everette E. Ladner, III, a licensed and certified general real estate appraiser in Gulfport, with review appraisals performed by Douglas B. Singletary, Sr., a licensed and certified general real estate appraiser in the City of Gulfport; and

WHEREAS, the Mayor and City Council (“Governing Authority”) of the City of Gulfport find that authority should be granted to legal counsel to negotiate acquisition at the appraised fair market value, and to commence suit for eminent domain where negotiations are not successful, and to assert the special provisions of state law for immediate entry, possession and title, and for special checks to issue as necessary to acquire the property interest, and to file suit for eminent domain and to obtain immediate entry and title under the quick-take provisions of Miss. Code Ann. §11-27-81, et seq. if necessary to meet project requirements and funding deadlines and to notify each land owner or interested party that the City shall offer the appraised fair market value for the easement acquisition, but the owner may elect to offer

the property to the City for less than fair market value; and to pay the Court appointed independent appraisers such sums not to exceed \$1,000.00, as required by the Special Court of Eminent Domain, and for special checks to pay City's appraisers, and any process fees or court costs required to expedite prosecution of these cases; and

WHEREAS, the City of Gulfport will suffer irreparable harm and delay by exercising the right to condemn the subject property through eminent domain proceedings under authority of Miss. Code Ann. §11-27-1 through §11-27-51, as its sole remedy for relief, and therefore for public convenience and necessity, including relieving flooding in areas near and around Brickyard Bayou, the City of Gulfport is entitled and should be hereby authorized to assert immediate right of possession under the authority of Miss. Code Ann. §11-27-1 through §11-27-51, as amended.

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 City Attorney's Office be, and is hereby authorized to negotiate for acquisition of easements, and to offer on behalf of the City of Gulfport to pay just compensation and damages, if any, in the amount of the appraised fair market value, according to the City's retained appraisers or negotiated sums to the owners and interested parties, as follows:

Tax Parcel Number: 0807A-01-019.000. Ownership: Virginia Patton, or record title holder, their successors, assigns, and any other interested parties, as their interests may appear, the total sum for acquisition of a permanent right of way according to survey and description attached hereto as "Exhibit A" at the appraised value of \$10,500.00;

Tax Parcel Number: 0807A-01-005.000. Ownership: Harvey G. and Jean Saucier, or record title holder, their successors, assigns, and any other interested parties, as their interests may appear, the total sum for acquisition of a permanent right of way according to survey and description attached hereto as "Exhibit B" at the appraised value of \$23,200.00;

Tax Parcel Number: 0807A-01-021.000. Ownership: Nelson and Lucy Saucier, or record title holder, their successors, assigns, and any other interested parties, as their interests may appear, the total sum for acquisition of a permanent right of way according to survey and description attached hereto as "Exhibit C1" and "Exhibit C2" at the appraised value of \$1,900.00;

Tax Parcel Number: 0807A-01-022.000. Ownership: Royce and Dorothy Saucier, or record title holder, their successors, assigns, and any other interested parties, as their interests may appear, the total sum for acquisition of a permanent right of way according to survey and description attached hereto as “Exhibit D” at the appraised value of \$10,300.00;

Tax Parcel Number: 0807A-01-015.000. Ownership: Stuart Saucier, or record title holder, their successors, assigns, and any other interested parties, as their interests may appear, the total sum for acquisition of a permanent right of way according to survey and description attached hereto as “Exhibit E” at the appraised value of \$6,400.00;

Tax Parcel Number: 0807A-01-017.000. Ownership: Dean and Julie Vance, or record title holder, their successors, assigns, and any other interested parties, as their interests may appear, the total sum for acquisition of a permanent right of way according to survey and description attached hereto as “Exhibit F” at the appraised value of \$12,000.00;

Tax Parcel Number: 0807A-01-015.001 and 0807A-01-015.002. Ownership: Julie Vance, or record title holder, their successors, assigns, and any other interested parties, as their interests may appear, the total sum for acquisition of a permanent right of way according to survey and description attached hereto as “Exhibit G” at the appraised value of \$11,300.00;

SECTION 3. That fair market value, as established by appraisal and review appraisal shall be offered to each property owner, however the owner may agree to the right-of-way purchase for less than fair market value. That if successful in negotiating this acquisition at the appraised value or negotiated sum, then “special checks” are hereby authorized to be issued to the property owners and any other interested parties established by legal counsel according to said appraised value or negotiated sum.

SECTION 4. That the Beulah Church Road/Saucier Lane Project is hereby declared to be for a public purpose and the private property interests hereinabove described are hereby found and declared to be necessary for public use (ie, a public necessity), and it is necessary to acquire the property/ies expeditiously, as a result of which the aforesaid legal counsel is hereby authorized and directed to proceed to file and prosecute eminent domain proceedings pursuant to Miss. Code Ann. §11-27-1 through §11-27-91, against the individuals, corporations, partnerships, and any and all other persons or parties having or claiming title or interest in the property hereinabove set forth.

SECTION 5. Further, it is hereby declared that the City of Gulfport, the property owners and the general public shall suffer irreparable harm and delay by exercising the right to condemn the subject property interests pursuant exclusively to the provisions of Miss. Code Ann. §11-27-1 through §11-27-51

as a result of which the City of Gulfport finds and resolves that the City should exercise its rights of immediate title, entry and possession as authorized by Miss. Code Ann. §11-27-81 through §11-27-91, and in such case the City of Gulfport shall be and hereby is authorized to issue “special checks” to the Court Clerk for prepaid deposits and any amounts which may be required to be deposited in accordance with the procedure and provisions set forth in Miss. Code Ann. Section 11-27-85 and to pay the Court appointed independent appraiser as may be ordered by the Court, and for the Court appointed appraiser’s fees not to exceed \$1,000.00, unless otherwise ordered by the Court, as allowed in Miss. Code Ann. Section 11-27-89.

SECTION 6. That the Governing Authority hereby ratifies and approves any and all actions previously taken by the City Attorney’s Office with respect to negotiations with the Owner herein identified.

SECTION 7. This Resolution shall take full force and 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 _____, 2018.

(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 _____, 2018.

APPROVED:

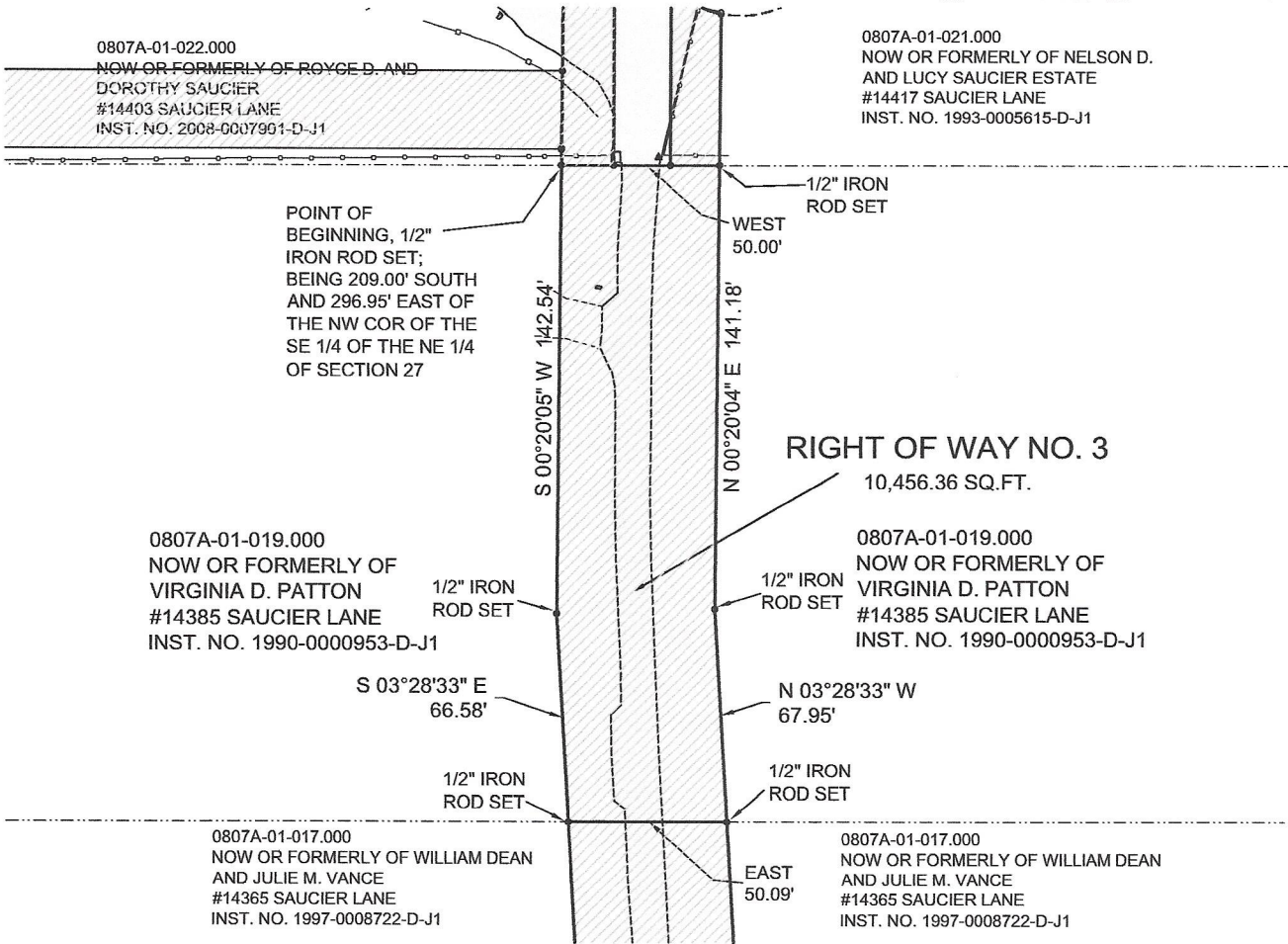
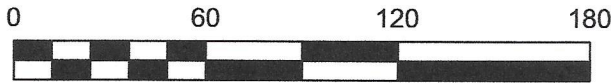
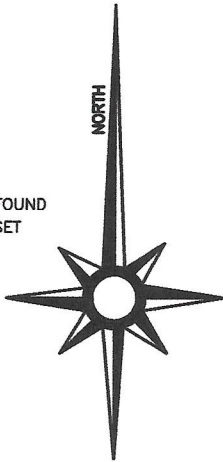
MAYOR

NOTES:

1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
2.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.

LEGEND:

- ⊗ --- IRON ROD FOUND
- --- IRON PIPE FOUND
- --- IRON ROD SET
- ⊗ --- SPIKE FOUND
- △ --- SPIKE SET
- ⊗ --- CONCRETE MONUMENT FOUND
- --- CONCRETE MONUMENT SET
- ⊗ --- LIGHTARD KNOT FOUND
- (M) --- AS MEASURED
- (R) --- AS PER RECORD
- APP --- AS PER PLAT
- IRF --- IRON ROD FOUND
- IRS --- IRON ROD SET



DESCRIPTION FOR RIGHT OF WAY NO. 3:

A 50 FEET WIDE RIGHT OF WAY SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FENCE CORNER POST AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 362507.598, EAST 908404.327; THENCE SOUTH 209.00'; THENCE EAST 296.95' TO AN IRON ROD SET AT THE POINT OF BEGINNING, LYING ON THE NORTH LINE OF THAT PROPERTY DESCRIBED IN INSTRUMENT NO. 1990-0000953-D-J1; THENCE S00°20'05\"/>

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Clifford A. Crosby
CLIFFORD A. CROSBY, P.L.S.

6/19/2017
DATE



REFERENCE MATERIALS:

- 1.) DEEDS SHOWN ON THIS PLAT
- 2.) GULFPORT ONLINE ATLAS
- 3.) HARRISON COUNTY TAX MAPS

SURVEY CLASS - "B"

SCALE: 1" = 60'

FOR:

PICKERING FIRM

BEARINGS SHOWN HEREON ARE DERIVED BY:

GPS OBSERVATION, STATE PLANE GRID, MS EAST



CROSBY SURVEYING

PROFESSIONAL LAND SURVEYING

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

EMAIL: cliffordcrosby@cableone.net

DATES OF FIELD WORK: 1/28-11/11/2016

PARTY CHIEF: PE

INSTRUMENT MAN: BM

RODMAN: PE

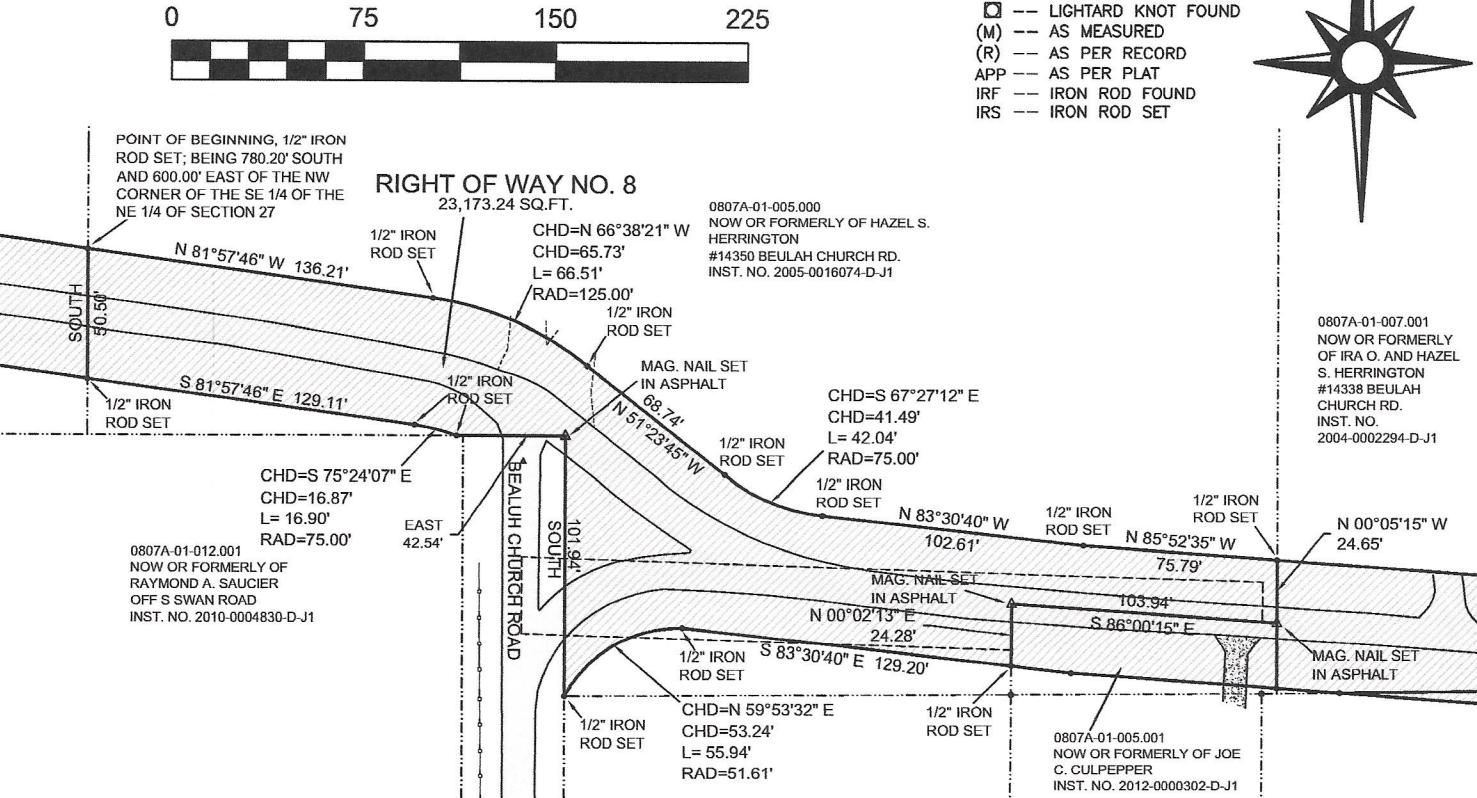
DRAWN BY: CAC

DRAWING NUMBER: 16026 RIGHT OF WAY 3

REVISED:

NOTES:

1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
2.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.



DESCRIPTION FOR RIGHT OF WAY NO. 8:

A RIGHT OF WAY SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A FENCE CORNER POST AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 362507.598, EAST 908404.327; THENCE SOUTH 780.20'; THENCE EAST 600.00' TO AN IRON ROD SET AT THE POINT OF BEGINNING, LYING ON THE WEST LINE OF THAT PROPERTY DESCRIBED IN INSTRUMENT NO. 2005-0016074-D-J1; THENCE ALONG SAID WEST LINE, SOUTH 50.50' TO IRON ROD SET; THENCE S81°57'46"E 129.11' TO AN IRON ROD SET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00', AN ARC LENGTH OF 16.90' AND A CHORD BEARING AND DISTANCE OF S75°24'07"E 16.87' TO AN IRON ROD SET; THENCE EAST 42.54' TO A MAG. NAIL SET IN ASPHALT AT THE NORTHEAST CORNER OF BEALUH CHURCH ROAD; THENCE ALONG THE EAST MARGIN OF SAID ROAD, SOUTH 101.94' TO AN IRON ROD SET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 51.61', AN ARC LENGTH OF 55.94' AND A CHORD BEARING AND DISTANCE OF N59°53'32"E 53.24' TO AN IRON ROD SET; THENCE S83°30'40"E 129.20' TO AN IRON ROD SET; THENCE N00°02'13"E 24.28' TO A MAG. NAIL SET IN ASPHALT; THENCE S86°00'15"E 103.94' TO A MAG. NAIL SET IN ASPHALT, LYING ON THE EAST LINE OF AFORESAID PROPERTY; THENCE ALONG SAID EAST LINE, N00°05'15"W 24.65' TO AN IRON ROD SET; THENCE N85°52'35"W 75.79' TO AN IRON ROD SET; THENCE N83°30'40"W 102.61' TO AN IRON ROD SET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00', AN ARC LENGTH OF 42.04' AND A CHORD BEARING AND DISTANCE OF N67°27'12"W 41.49'; THENCE N51°23'45"W 68.74' TO AN IRON ROD SET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 125.00', AN ARC LENGTH OF 66.51' AND A CHORD BEARING AND DISTANCE OF N66°38'21"W 65.73' TO AN IRON ROD SET; THENCE N81°57'46"W 136.21' TO THE POINT OF BEGINNING, CONTAINING 23,173.24 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CLIFFORD A. CROSBY, P.L.S. DATE 6/19/2017

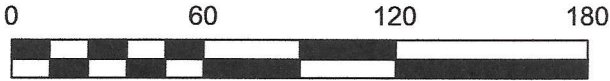


REFERENCE MATERIALS:
1.) DEEDS SHOWN ON THIS PLAT
2.) GULFPORT ONLINE ATLAS
3.) HARRISON COUNTY TAX MAPS

SURVEY CLASS - "B"	FOR: PICKERING FIRM	BEARINGS SHOWN HEREON ARE DERIVED BY: GPS OBSERVATION, STATE PLANE GRID, MS EAST
SCALE: 1" = 75'		
 CROSBY SURVEYING PROFESSIONAL LAND SURVEYING 716 LIVE OAK DRIVE BILOXI, MISSISSIPPI 39532 PHONE: 228-234-1649 EMAIL: cliffordcrosby@cableone.net		DATES OF FIELD WORK: 1/28-11/11/2016
		PARTY CHIEF: PE
		INSTRUMENT MAN: BM
		RODMAN: PE
		DRAWN BY: CAC
		DRAWING NUMBER: 16026 RIGHT OF WAY 8
		REVISED: 6/19/2017

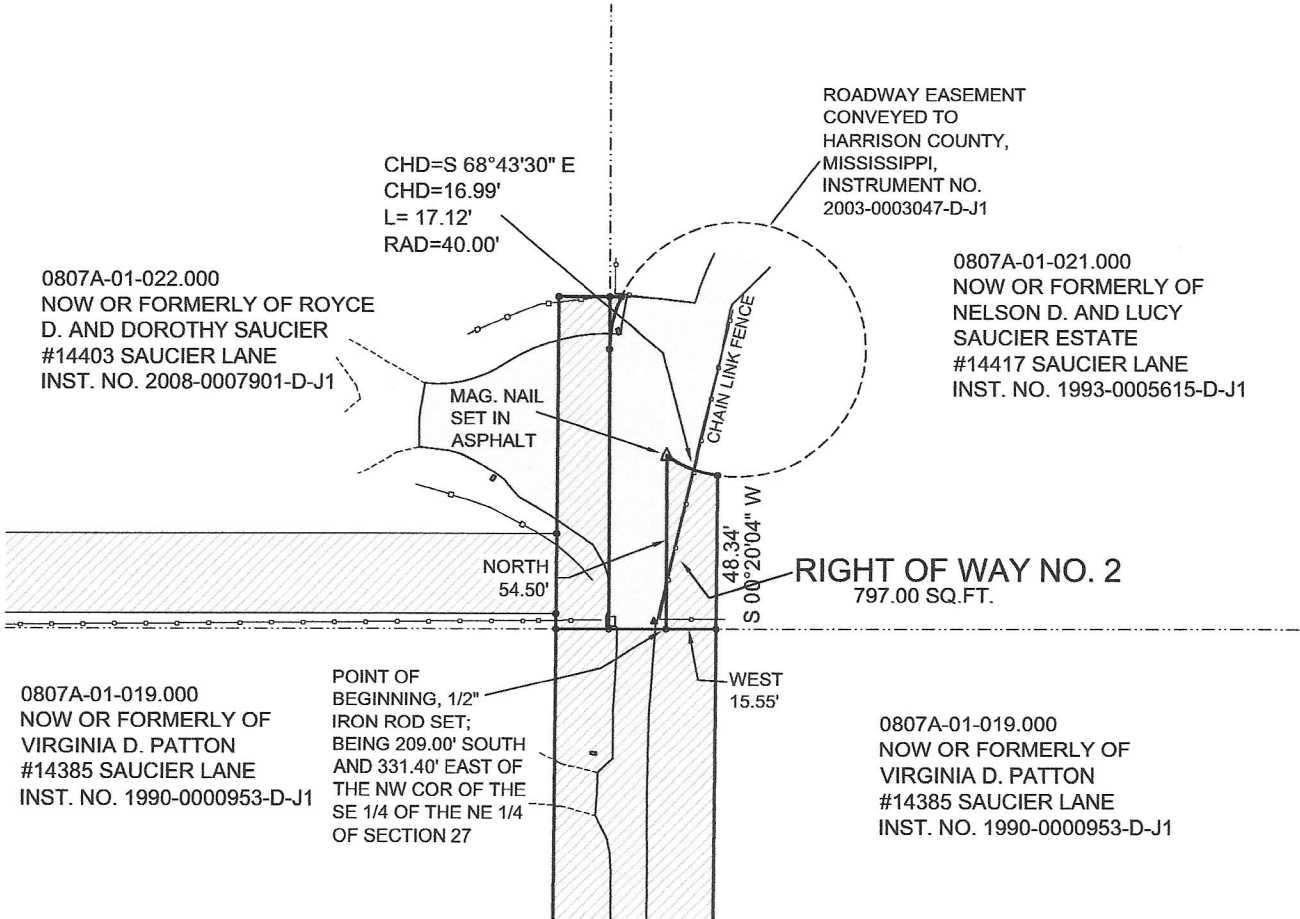
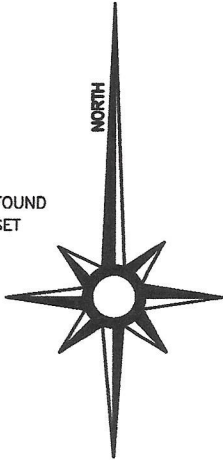
NOTES:

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2.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.



LEGEND:

- ⊗ --- IRON ROD FOUND
- --- IRON PIPE FOUND
- --- IRON ROD SET
- ⊗ --- SPIKE FOUND
- △ --- SPIKE SET
- ⊗ --- CONCRETE MONUMENT FOUND
- --- CONCRETE MONUMENT SET
- ⊗ --- LIGHTARD KNOT FOUND
- (M) --- AS MEASURED
- (R) --- AS PER RECORD
- APP --- AS PER PLAT
- IRF --- IRON ROD FOUND
- IRS --- IRON ROD SET



DESCRIPTION FOR RIGHT OF WAY NO. 2:

A RIGHT OF WAY SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FENCE CORNER POST AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 362507.598, EAST 908404.327; THENCE SOUTH 209.00'; THENCE EAST 331.40' TO AN IRON ROD SET AT THE POINT OF BEGINNING, LYING ON THE SOUTH LINE OF THAT PROPERTY DESCRIBED IN INSTRUMENT NO. 1993-0005615-D-J1; THENCE ALONG THE EAST LINE OF AN EXISTING ROADWAY EASEMENT, NORTH 54.50' TO A MAG. NAIL SET IN ASPHALT; THENCE ALONG A CURVE OF SAID EASEMENT TO THE LEFT, HAVING A RADIUS OF 40.00', AN ARC LENGTH OF 17.12' AND A CHORD BEARING AND DISTANCE OF S68°43'30"E 16.99' TO AN IRON ROD SET; THENCE S00°20'04"W 48.34' TO AN IRON ROD SET; THENCE WEST 15.55' TO THE POINT OF BEGINNING, CONTAINING 797.00 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Clifford A. Crosby
CLIFFORD A. CROSBY, P.L.S.

DATE *6/19/2017*



REFERENCE MATERIALS:

- 1.) DEEDS SHOWN ON THIS PLAT
- 2.) GULFPORT ONLINE ATLAS
- 3.) HARRISON COUNTY TAX MAPS

SURVEY CLASS - "B"

SCALE: 1" = 60'

FOR:

PICKERING FIRM

BEARINGS SHOWN HEREON ARE DERIVED BY:

GPS OBSERVATION, STATE PLANE GRID, MS EAST



CROSBY SURVEYING

PROFESSIONAL LAND SURVEYING

716 LIVE OAK DRIVE

BILOXI, MISSISSIPPI 39532

PHONE: 228-234-1649

EMAIL: cliffordcrosby@cableone.net

DATES OF FIELD WORK: 1/28-11/11/2016

PARTY CHIEF: PE

INSTRUMENT MAN: BM

RODMAN: PE

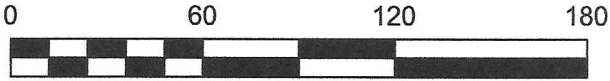
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DRAWING NUMBER: 16026 RIGHT OF WAY 2

REVISED: 6/19/2017

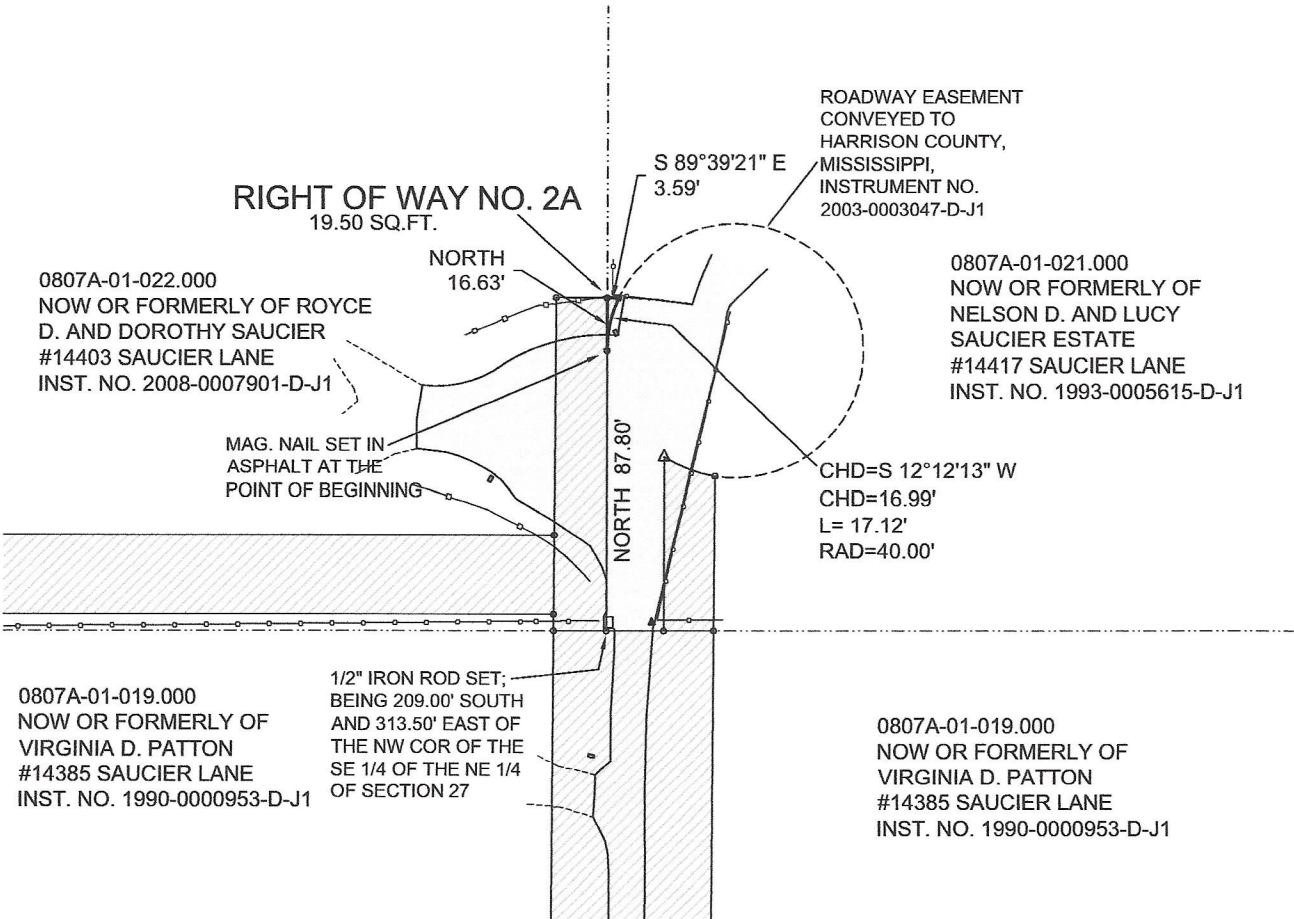
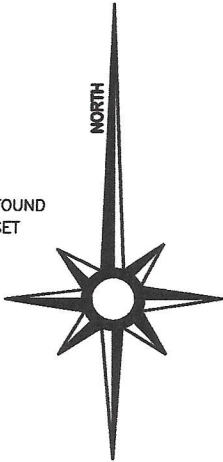
NOTES:

1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
2.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.



LEGEND:

- ⊗ --- IRON ROD FOUND
- --- IRON PIPE FOUND
- --- IRON ROD SET
- ⊗ --- SPIKE FOUND
- △ --- SPIKE SET
- ⊗ --- CONCRETE MONUMENT FOUND
- --- CONCRETE MONUMENT SET
- ⊗ --- LIGHTARD KNOT FOUND
- (M) --- AS MEASURED
- (R) --- AS PER RECORD
- APP --- AS PER PLAT
- IRF --- IRON ROD FOUND
- IRS --- IRON ROD SET



DESCRIPTION FOR RIGHT OF WAY NO. 2A:

A RIGHT OF WAY SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A FENCE CORNER POST AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 362507.598, EAST 908404.327; THENCE SOUTH 209.00'; THENCE EAST 313.50' TO AN IRON ROD SET ON THE WEST MARGIN OF AN EXISTING ROADWAY EASEMENT; THENCE ALONG SAID WEST MARGIN OF EASEMENT, NORTH 87.80' TO A MAG. NAIL SET IN ASPHALT AT THE POINT OF BEGINNING; THENCE NORTH 16.63' TO AN IRON ROD SET; THENCE S89°39'21"E 3.59' TO AN IRON ROD SET ON AFORESAID WEST MARGIN OF EASEMENT; THENCE ALONG A CURVE OF SAID WEST MARGIN TO THE LEFT, HAVING A RADIUS OF 40.00', AN ARC LENGTH OF 17.12' AND A CHORD BEARING AND DISTANCE OF S12°12'13"W 16.99' TO THE POINT OF BEGINNING, CONTAINING 19.50 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Clifford A. Crosby
CLIFFORD A. CROSBY, P.L.S.

6/19/2017
DATE

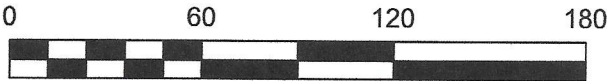


REFERENCE MATERIALS:
1.) DEEDS SHOWN ON THIS PLAT
2.) GULFPORT ONLINE ATLAS
3.) HARRISON COUNTY TAX MAPS

SURVEY CLASS - "B"		FOR: PICKERING FIRM		BEARINGS SHOWN HEREON ARE DERIVED BY: GPS OBSERVATION, STATE PLANE GRID, MS EAST	
SCALE: 1" = 60'					
 CROSBY SURVEYING PROFESSIONAL LAND SURVEYING 716 LIVE OAK DRIVE BILOXI, MISSISSIPPI 39532 PHONE: 228-234-1649 EMAIL: cliffordcrosby@cableone.net				DATES OF FIELD WORK: 1/28-11/11/2016	
				PARTY CHIEF: PE	
				INSTRUMENT MAN: BM	
				RODMAN: PE	
				DRAWN BY: CAC	
DRAWING NUMBER: 16026 RIGHT OF WAY 2A				REVISED: 6/19/2017	

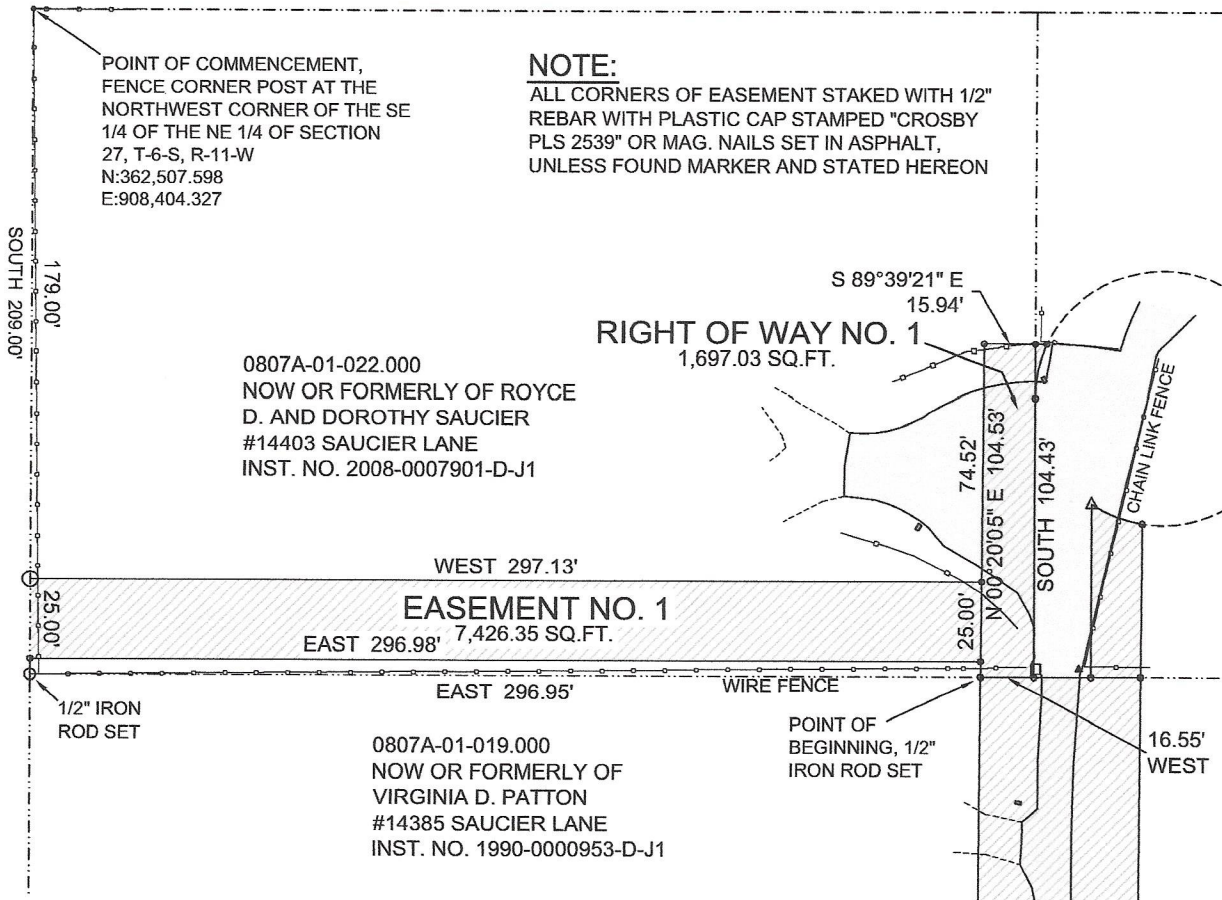
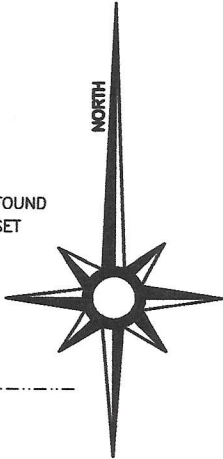
NOTES:

1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
2.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.



LEGEND:

- ⊗ --- IRON ROD FOUND
- --- IRON PIPE FOUND
- --- IRON ROD SET
- ⊗ --- SPIKE FOUND
- △ --- SPIKE SET
- ⊗ --- CONCRETE MONUMENT FOUND
- --- CONCRETE MONUMENT SET
- ⊗ --- LIGHTTARD KNOT FOUND
- (M) --- AS MEASURED
- (R) --- AS PER RECORD
- APP --- AS PER PLAT
- IRF --- IRON ROD FOUND
- IRS --- IRON ROD SET



DESCRIPTION FOR RIGHT OF WAY NO. 1:

A RIGHT OF WAY SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A FENCE CORNER POST AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 362507.598, EAST 908404.327; THENCE SOUTH 209.00' TO AN IRON ROD SET AT THE SOUTHWEST CORNER OF PROPERTY OF SAUCIER; THENCE ALONG THE SOUTH LINE OF SAID PROPERTY, EAST 296.95' TO AN IRON ROD SET AT THE POINT OF BEGINNING; THENCE N00°20'05"E 104.53' TO AN IRON ROD SET; THENCE S89°39'21"E 15.94' TO AN IRON ROD SET ON THE EAST LINE OF SAID PROPERTY; THENCE ALONG SAID EAST LINE, SOUTH 104.43' TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE ALONG THE SOUTH LINE OF SAID PROPERTY, WEST 16.55' TO THE POINT OF BEGINNING, CONTAINING 1,697.03 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

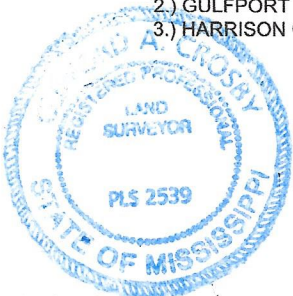
REFERENCE MATERIALS:

- 1.) DEEDS SHOWN ON THIS PLAT
- 2.) GULFPORT ONLINE ATLAS
- 3.) HARRISON COUNTY TAX MAPS

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Clifford A. Crosby
CLIFFORD A. CROSBY, P.L.S.

6/19/2017
DATE



SURVEY CLASS - "B"

SCALE: 1" = 60'

FOR:

PICKERING FIRM

BEARINGS SHOWN HEREON ARE DERIVED BY:

GPS OBSERVATION, STATE PLANE GRID, MS EAST



CROSBY SURVEYING

PROFESSIONAL LAND SURVEYING
716 LIVE OAK DRIVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-234-1649

EMAIL: cliffordcrosby@cableone.net

DATES OF FIELD WORK: 1/28-11/11/2016

PARTY CHIEF: PE

INSTRUMENT MAN: BM

RODMAN: PE

DRAWN BY: CAC

DRAWING NUMBER: 16026 ROW NO 1

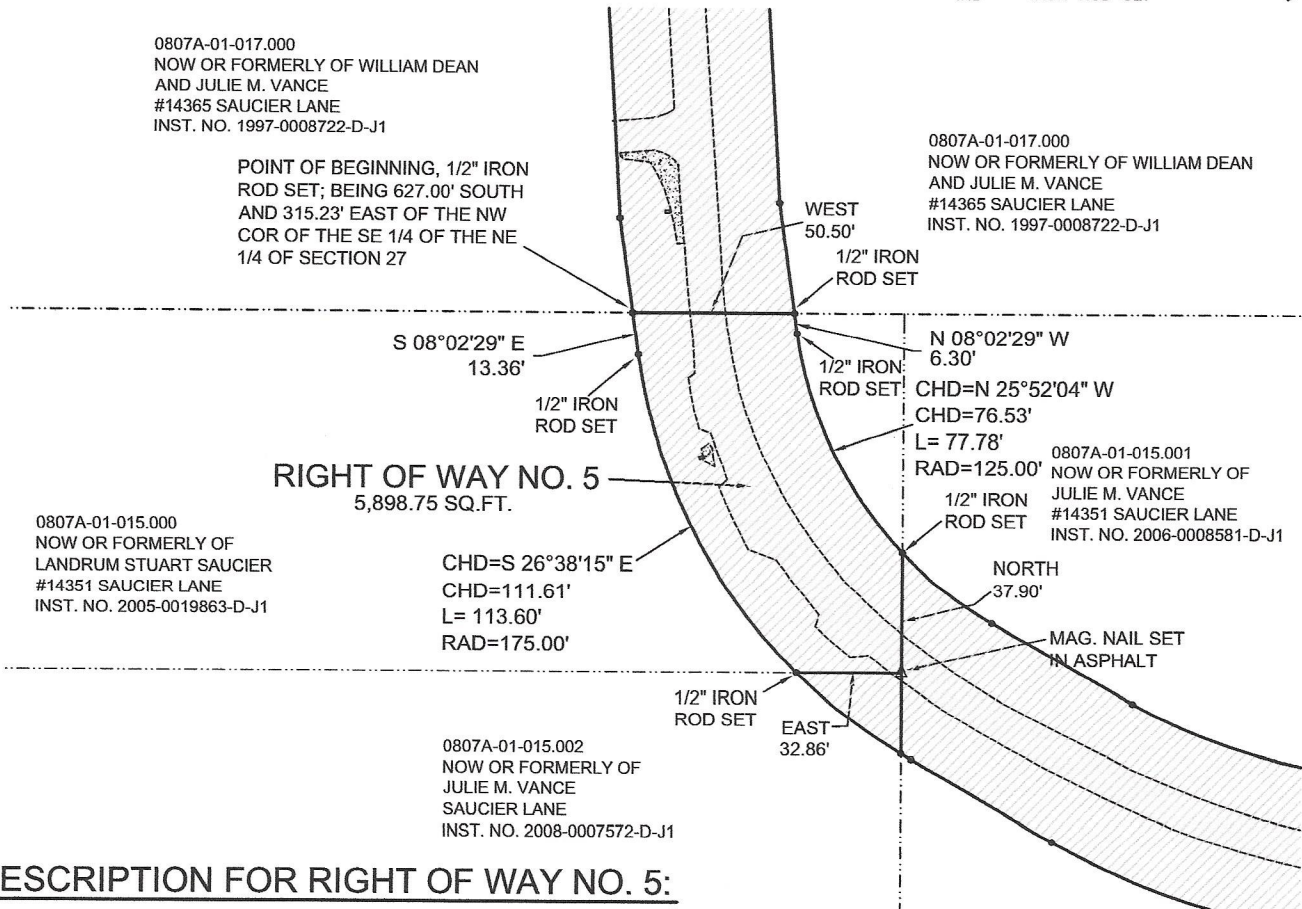
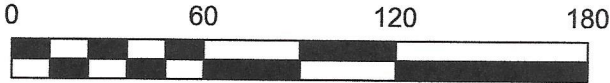
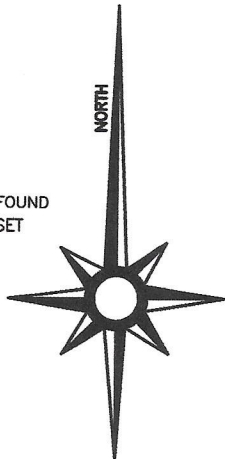
REVISED: 6/19/2017

NOTES:

1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
2.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.

LEGEND:

- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- SPIKE FOUND
- SPIKE SET
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- LIGHTARD KNOT FOUND
- (M) --- AS MEASURED
- (R) --- AS PER RECORD
- APP --- AS PER PLAT
- IRF --- IRON ROD FOUND
- IRS --- IRON ROD SET



DESCRIPTION FOR RIGHT OF WAY NO. 5:

A 50 FEET WIDE RIGHT OF WAY SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FENCE CORNER POST AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 362507.598, EAST 908404.327; THENCE SOUTH 627.00'; THENCE EAST 315.93' TO AN IRON ROD SET AT THE POINT OF BEGINNING, LYING ON THE NORTH LINE OF THAT PROPERTY DESCRIBED IN INSTRUMENT NO. 2005-0019863-D-J1; THENCE S08°02'29"E 13.36' TO AN IRON ROD SET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 175.00', AN ARC LENGTH OF 113.60' AND A CHORD BEARING AND DISTANCE OF S26°38'15"E 111.61' TO AN IRON ROD SET ON THE SOUTH LINE OF SAID PROPERTY; THENCE ALONG SAID SOUTH LINE, EAST 32.86' TO A MAG. NAIL SET IN ASPHALT, SAID POINT BEING THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE ALONG THE EAST LINE OF SAID PROPERTY, NORTH 37.90' TO AN IRON ROD SET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00', AN ARC LENGTH OF 77.78' AND A CHORD BEARING AND DISTANCE OF N25°52'04"W 76.53' TO AN IRON ROD SET; THENCE N08°02'29"W 6.30' TO AN IRON ROD SET ON THE NORTH LINE OF SAID PROPERTY; THENCE ALONG SAID NORTH LINE, WEST 50.50' TO THE POINT OF BEGINNING, CONTAINING 5,898.75 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Clifford A. Crosby
CLIFFORD A. CROSBY, P.L.S.

6/19/2017
DATE



REFERENCE MATERIALS:

- 1.) DEEDS SHOWN ON THIS PLAT
- 2.) GULFPORT ONLINE ATLAS
- 3.) HARRISON COUNTY TAX MAPS

SURVEY CLASS - "B"

SCALE: 1" = 60'

FOR:

PICKERING FIRM

BEARINGS SHOWN HEREON ARE DERIVED BY:

GPS OBSERVATION, STATE PLANE GRID, MS EAST



CROSBY SURVEYING

PROFESSIONAL LAND SURVEYING
716 LIVE OAK DRIVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-234-1649

EMAIL: cliffordcrosby@cableone.net

DATES OF FIELD WORK: 1/28-11/11/2016

PARTY CHIEF: PE

INSTRUMENT MAN: BM

RODMAN: PE

DRAWN BY: CAC

DRAWING NUMBER: 16026 RIGHT OF WAY 5

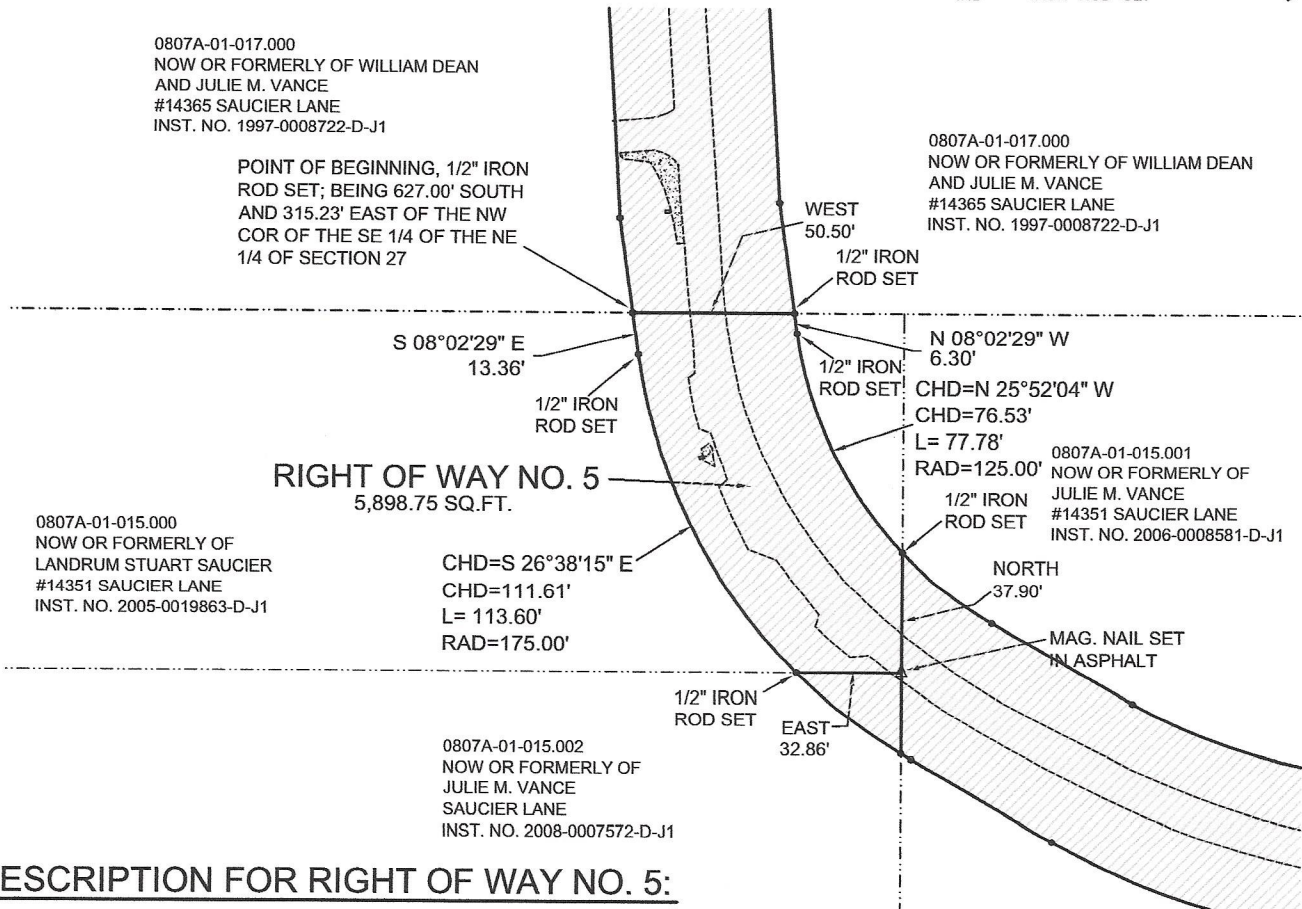
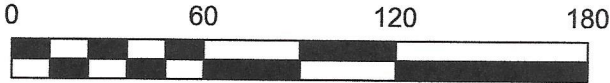
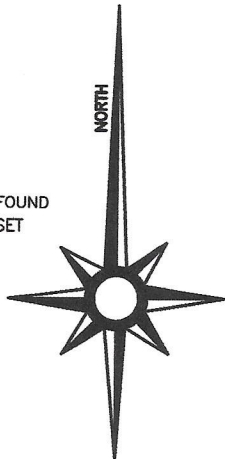
REVISED: 6/19/2017

NOTES:

1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
2.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.

LEGEND:

- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- SPIKE FOUND
- SPIKE SET
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- LIGHTARD KNOT FOUND
- (M) --- AS MEASURED
- (R) --- AS PER RECORD
- APP --- AS PER PLAT
- IRF --- IRON ROD FOUND
- IRS --- IRON ROD SET



DESCRIPTION FOR RIGHT OF WAY NO. 5:

A 50 FEET WIDE RIGHT OF WAY SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FENCE CORNER POST AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 362507.598, EAST 908404.327; THENCE SOUTH 627.00'; THENCE EAST 315.93' TO AN IRON ROD SET AT THE POINT OF BEGINNING, LYING ON THE NORTH LINE OF THAT PROPERTY DESCRIBED IN INSTRUMENT NO. 2005-0019863-D-J1; THENCE S08°02'29"E 13.36' TO AN IRON ROD SET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 175.00', AN ARC LENGTH OF 113.60' AND A CHORD BEARING AND DISTANCE OF S26°38'15"E 111.61' TO AN IRON ROD SET ON THE SOUTH LINE OF SAID PROPERTY; THENCE ALONG SAID SOUTH LINE, EAST 32.86' TO A MAG. NAIL SET IN ASPHALT, SAID POINT BEING THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE ALONG THE EAST LINE OF SAID PROPERTY, NORTH 37.90' TO AN IRON ROD SET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00', AN ARC LENGTH OF 77.78' AND A CHORD BEARING AND DISTANCE OF N25°52'04"W 76.53' TO AN IRON ROD SET; THENCE N08°02'29"W 6.30' TO AN IRON ROD SET ON THE NORTH LINE OF SAID PROPERTY; THENCE ALONG SAID NORTH LINE, WEST 50.50' TO THE POINT OF BEGINNING, CONTAINING 5,898.75 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Clifford A. Crosby
CLIFFORD A. CROSBY, P.L.S.

6/19/2017
DATE



REFERENCE MATERIALS:

- 1.) DEEDS SHOWN ON THIS PLAT
- 2.) GULFPORT ONLINE ATLAS
- 3.) HARRISON COUNTY TAX MAPS

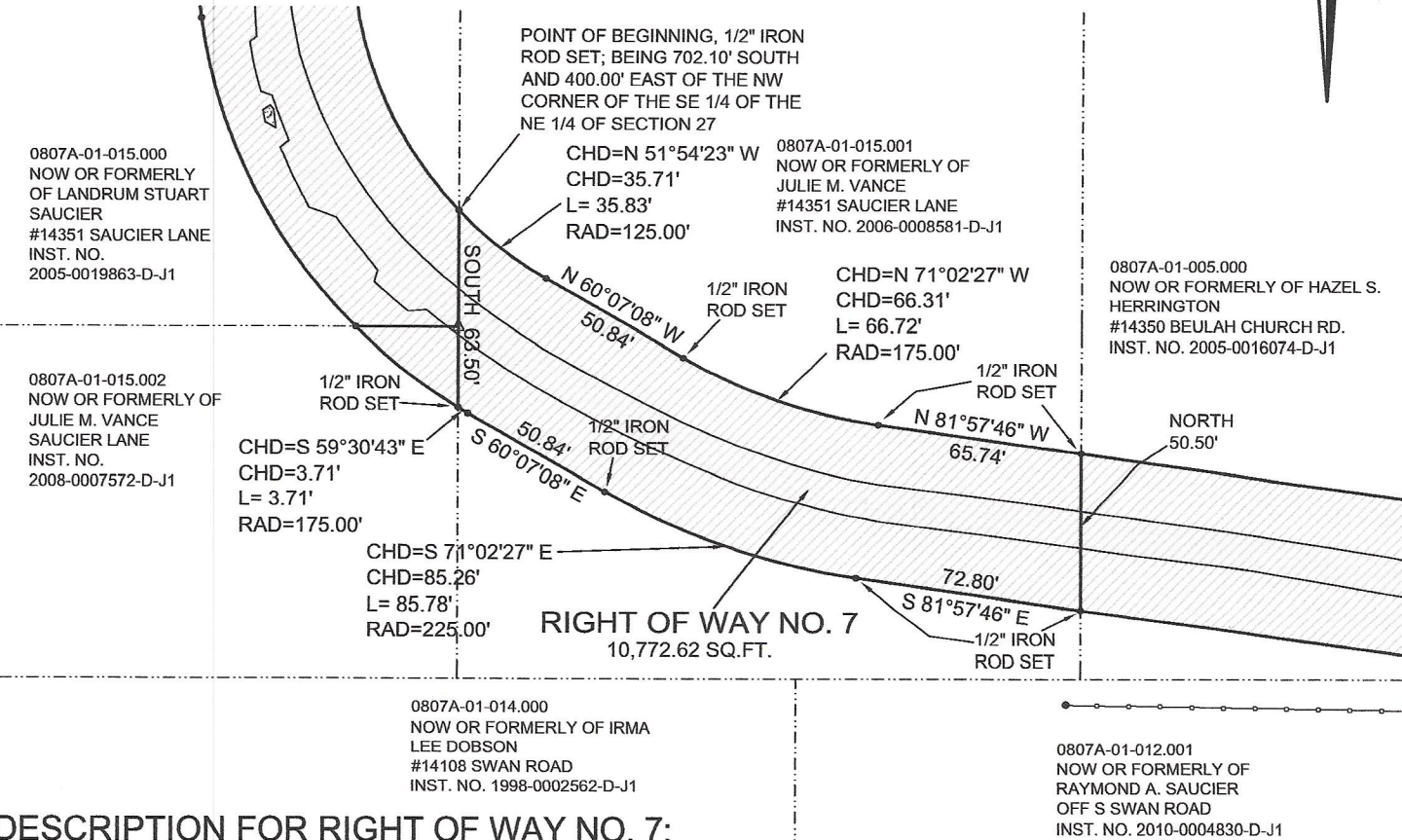
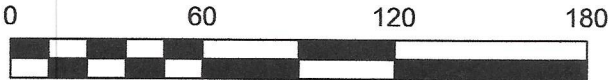
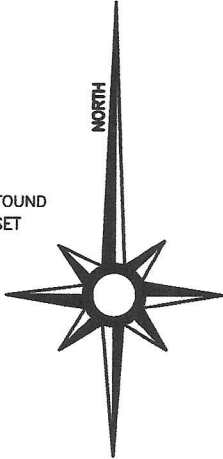
SURVEY CLASS -- "B"		FOR: PICKERING FIRM		BEARINGS SHOWN HEREON ARE DERIVED BY: GPS OBSERVATION, STATE PLANE GRID, MS EAST	
SCALE: 1" = 60'					
 CROSBY SURVEYING PROFESSIONAL LAND SURVEYING 716 LIVE OAK DRIVE BILOXI, MISSISSIPPI 39532 PHONE: 228-234-1649 EMAIL: cliffordcrosby@cableone.net				DATES OF FIELD WORK: 1/28-11/11/2016	
				PARTY CHIEF: PE	
				INSTRUMENT MAN: BM	
				RODMAN: PE	
				DRAWN BY: CAC	
				DRAWING NUMBER: 16026 RIGHT OF WAY 5	
				REVISED: 6/19/2017	

NOTES:

1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
2.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.

LEGEND:

- ⊗ --- IRON ROD FOUND
- --- IRON PIPE FOUND
- --- IRON ROD SET
- ⊗ --- SPIKE FOUND
- △ --- SPIKE SET
- ⊗ --- CONCRETE MONUMENT FOUND
- --- CONCRETE MONUMENT SET
- ⊗ --- LIGHTARD KNOT FOUND
- (M) --- AS MEASURED
- (R) --- AS PER RECORD
- APP --- AS PER PLAT
- IRF --- IRON ROD FOUND
- IRS --- IRON ROD SET



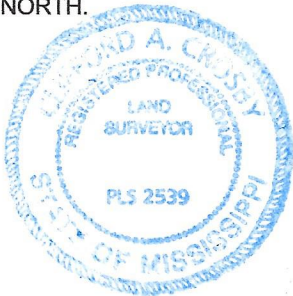
DESCRIPTION FOR RIGHT OF WAY NO. 7:

A 50 FEET WIDE RIGHT OF WAY SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A FENCE CORNER POST AT THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 362507.598, EAST 908404.327; THENCE SOUTH 702.10'; THENCE EAST 400.00' TO AN IRON ROD SET AT THE POINT OF BEGINNING, LYING ON THE WEST LINE OF THAT PROPERTY DESCRIBED IN INSTRUMENT NO. 2006-0008581-D-J1; THENCE ALONG SAID WEST LINE, SOUTH 63.50' TO IRON ROD SET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 175.00', AN ARC LENGTH OF 3.71' AND A CHORD BEARING AND DISTANCE OF S59°30'43"E 3.71' TO AN IRON ROD SET; THENCE S60°07'08"E 50.84' TO AN IRON ROD SET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 225.00', AN ARC LENGTH OF 85.78' AND A CHORD BEARING AND DISTANCE OF S71°02'27"E 85.26' TO AN IRON ROD SET; THENCE S81°57'46"E 72.80' TO AN IRON ROD SET ON THE EAST LINE OF SAID PROPERTY; THENCE ALONG SAID EAST LINE, NORTH 50.50' TO AN IRON ROD SET; THENCE N81°57'46"W 65.74' TO AN IRON ROD SET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00' AN ARC LENGTH OF 66.72' AND A CHORD BEARING AND DISTANCE OF N71°02'27"W 66.31' TO AN IRON ROD SET; THENCE N60°07'08"W 50.84' TO AN IRON ROD SET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00', AN ARC LENGTH OF 35.83' AND A CHORD BEARING AND DISTANCE OF N51°54'23"W 35.71' TO THE POINT OF BEGINNING, CONTAINING 10,772.62 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CLIFFORD A. CROSBY, P.L.S.

DATE 6/19/2017



REFERENCE MATERIALS:

- 1.) DEEDS SHOWN ON THIS PLAT
- 2.) GULFPORT ONLINE ATLAS
- 3.) HARRISON COUNTY TAX MAPS

SURVEY CLASS - "B"		FOR: PICKERING FIRM		BEARINGS SHOWN HEREON ARE DERIVED BY: GPS OBSERVATION, STATE PLANE GRID, MS EAST	
SCALE: 1" = 60'					
 CROSBY SURVEYING PROFESSIONAL LAND SURVEYING 716 LIVE OAK DRIVE BILOXI, MISSISSIPPI 39532 PHONE: 228-234-1649 EMAIL: cliffordcrosby@cableone.net				DATES OF FIELD WORK: 1/28-11/11/2016	
				PARTY CHIEF: PE	
				INSTRUMENT MAN: BM	
				RODMAN: PE	
				DRAWN BY: CAC	
				DRAWING NUMBER: 16026 RIGHT OF WAY 7	
				REVISED: 6/19/2017	



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Danny Meadors, Mr.
Administration

Date: 03/23/2018

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 municipal and declared to have o value to the municipality and authorizing sale of said items of municipal personal property 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 _____, 2018, 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 April 21, 2018; 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 _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2018.

MAYOR

Memo

To: Mayor Billy Hewes and City Council Members
From: Danny Ray Meadors, Property Manager *DRM*
CC: Linda Elias, Comptroller / City Clerk
Date: March 23, 2018
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 April 3, 2018. 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, April 21, 2018 at Long Beach Auto Auction, 8494 County Farm Rd., Long Beach, Mississippi.

VEHICLES PUBLIC AUCTION SATURDAY APRIL 21, 2018

TAG #	DESCRIPTION	VIN	DEPT	MODEL YEAR	DISPOSAL MEMO	MILEAGE /ETC.
0003302	CROWN VICTORIA FORD 2005 POLICE PACKAGE	2FAHP71W25X104675	213	2005	AGE / REPAIR TOO COSTLY	134,334
0003317	CROWN VICTORIA FORD 2005 POLICE PACKAGE	2FAHP71W95X104690	213	2005	AGE / REPAIR TOO COSTLY	161,269
0003376	CROWN VIC FORD 2005 POLICE PACKAGE 720A	2FAHP71W65X179590	213	2005	AGE / REPAIR TOO COSTLY	135,865
0003452	CROWN VICTORIA FORD 2006 POLICE PACK	2FAHP71W46X151644	213	2006	AGE / REPAIR TOO COSTLY	155,134
0003483	CROWN VIC FORD 2006 POLICE PACKAGE 720A	2FAFP71W86X165747	213	2006	ACCIDENT / REPAIR TOO COSTLY	150,875
0003484	CROWN VIC FORD 2006 POLICE PACKAGE 720A	2FAFP71WX6X165748	213	2006	AGE / REPAIR TOO COSTLY	89,788
0003489	CROWN VIC FORD 2006 POLICE PACKAGE 720A	2FAFP71W36X165753	213	2006	AGE / REPAIR TOO COSTLY	93,308
0003724	CHARGER DODGE 2009 WHITE	2B3KA43V99H578404	213	2009	AGE / REPAIR TOO COSTLY	82,301
0003742	CROWN VICTORIA FORD 2009 WHITE	2FAHP71V49X135309	213	2009	ACCIDENT / REPAIR TOO COSTLY	141,949
0003743	CROWN VICTORIA FORD 2009 WHITE	2FAHP71VX9X135315	213	2009	ACCIDENT / REPAIR TOO COSTLY	74,518
0003779	CROWN VICTORIA FORD 2009 POLICE INTERCEP	2FAHP71V59X121919	213	2009	ACCIDENT / REPAIR TOO COSTLY	89,582
0003783	CROWN VICTORIA FORD 2009 POLICE INTERCEP	2FAHP71V39X121398	213	2009	ACCIDENT / REPAIR TOO COSTLY	88,617
0003788	CROWN VICTORIA FORD 2009 POLICE INTERCEP	2FAHP71V19X121917	213	2009	ACCIDENT / REPAIR TOO COSTLY	89,760
0003853	SUV CHEV TAHOE 2011 POLICE PURSUIT (SUMM	1GNLC2E04BR374142	213	2011	AGE / REPAIR TOO COSTLY	115,260
0003865	TRUCK P/U CHEV AVALANCHE 1500 2006 WHITE	3GNEC12Z26G149410	213	2006	AGE / REPAIR TOO COSTLY	110,926
0001367	TRUCK FIRE E-ONE CYCLONE PUMPER 1994	4ENBAAA8XR1003432	290	1994	AGE / REPAIR TOO COSTLY	KT REPAIR
0001373	TRUCK FIRE E-ONE CYCLONE PUMPER 1994	4ENBAAA80R1004332	290	1994	AGE / REPAIR TOO COSTLY	KT REPAIR
0001374	TRUCK FIRE E-ONE CYCLONE PUMPER 1994	4ENBAAA82R1004333	290	1994	AGE / REPAIR TOO COSTLY	KT REPAIR
0001376	TRUCK P/U FORD F-250 1995	1FTEF25NXSNA73290	290	1995	AGE / REPAIR TOO COSTLY	KT REPAIR
0001398	TRUCK P/U FORD RANGER 1998 EXT CAB	1FTYR14XXWPA35571	290	1998	AGE / REPAIR TOO COSTLY	KT REPAIR
0002829	CROWN VICTORIA FORD 2004	2FAFP73W44X159549	290	2004	AGE / REPAIR TOO COSTLY	KT REPAIR
0002832	CROWN VICTORIA FORD 2005	2FAFP73W65X124562	290	2005	AGE / REPAIR TOO COSTLY	KT REPAIR
0002840	UTILITY VEHICLE POLARIS RANGER 800XP 6X6 2005	4XARF50A55D728688	290	2005	AGE / REPAIR TOO COSTLY	
0002845	IMPALA CHEVROLET 2006 POLICE WHITE	2G1WS551169410395	290	2006	AGE / REPAIR TOO COSTLY	
0002513	TRUCK P/U FORD F-350 1994 CREW CAB	1FTJW35H8REA29930	815	1994	WORN OUT REPLACED WITH NEW	170,200

MACHINERY AND EQUIPMENT PUBLIC AUCTION SATURDAY APRIL 21, 2018

TAG #	DESCRIPTION	MODEL YEAR	MANUFACTURER NAME	MODEL	SERIAL	DEPT
0002319	BACKHOE LOADER CASE 580 SUPER L 1995	1995	CASE	580 SUPER L	JG0193530	815
0001724	BACKHOE LOADER FORD 555D 1994	1994	FORD MOTOR CO	555-D	A425732	435
0002356	BACKHOE LOADER NEW HOLLAND 555E 2001	2001	NEW HOLLAND	555E	31017956	825
0003516	TRACTOR JOHN DEERE 4 WHEEL DRIVE 2005	2005	JOHN DEERE TRACTOR	6715	L06715A436180	311
0012986	VIDEO ANALYST SYSTEM OCEAN TOWER AVID XP	0			214590S	213
0013212	MOWER FLAIL TIGER 75" SIDE MOUNTED	2005	TIGER CORPORATION	TSF-75C	TF2464	311
0010346	MOWER SCAG TURF TIGER STT61A-25CH 61" D	2001	SCAGG EQUIPMENT	STT61A-25CH	6710258	290
0021350	THERMAL IMAGING CAMERA MSA 5600	2008	MSA THE SAFETY CO	5600	A0-42464-K08	290
0021348	THERMAL IMAGING CAMERA MSA 5200HD	0	MSA THE SAFETY CO	5200HD2	A1-42291-K08	290
0006026	GENERATOR HONDA	0	HONDA	50005	GC052292296	290
0016987	GRINDER BENCH	0		980	1037	411
0006304	AUTOMATIC LEVEL LIETZ SOKKISHA C3E	0	LIETZ SOKKISHA	C3E	93996	311
0012416	BATTERY CHARGER NICAD MULTIPLE ITECH	2004	ITECH - INTELLIGENT TECHNOLOGIES	BC3506QP-5	D0006703	311
0012725	RAPID DEPLOYMENT KIT	2004		AREARAE	292501436	290
0012726	RAPID DEPLOYMENT KIT	2004		AREARAE	292501432	290
0012727	RAPID DEPLOYMENT KIT	2004		AREARAE	012727	290
0012728	RAPID DEPLOYMENT KIT	2004		AREARAE	292501429	290
0012899	RADAR DECATUR GENESIS I KDB	0	DECATUR ELECTRONICS	GENESIS I	G21987	213
0013706	RAKE 6FT THREE POINT HITCH FORD	2006	FORD MOTOR CO			430
0013716	CAMERA DIGITAL CANON POWERSHOT A530	0	CANON USA INC	A530	2422102991	311
0014338	DRILL/DRIVER 1/2" DEWALT 18V XRP	2006	DEWALT	DC987KA	832686	411
0016985	TESTER	0				411
0017102	REBAR CUTTER/ BENDER JET 16NDLX	2007	JET	16NDLZ	NA	311
0017497	SCAN TOOL DIAGNOSTIC OTC MODEL OBDII	2007	BOSCH AUTOMOTIVE SERVICE SOLUTIONS	OBDDII	MFE2265493	213
0020397	TRIMMER STRING STIHL FS110	2011	STIHL	FS110R	290017563	311
0020437	JACK HAMMER JET 60 LB	2012	JET	60LB	080203001	815
0020453	DRILL HAMMER 1/2" PORTER CABLE 18V	2013	PORTER- CABLE	PC180CHDK		815
0023183	JIGSAW DEWALT CORDED 6.5-AMP DW331	2011	DEWALT	DW331	3799	311
0025727	EDGER STIHL FC90 CURVED SHAFT	2012	STIHL	FC90	289105102	411

MACHINERY AND EQUIPMENT PUBLIC AUCTION SATURDAY APRIL 21, 2018

TAG #	DESCRIPTION	MODEL YEAR	MANUFACTURER NAME	MODEL	SERIAL	DEPT
0025785	BLOWER BACKPACK STIHL BR600 MAGNUM	2012	STIHL	BR600	287866060	411
0026595	VACUUM CLEANER MODEL 4700D EUREKA	2013	EUREKA	4700D	UU331229078153	411
0027172	SPRAYER BACKPACK ECHO 4 GALLON MS401	2015	ECHO	MS401	LOTE:20887-14	430
0027174	SPRAYER BACKPACK ECHO 4 GALLON MS401	2015	ECHO	MS401	LOTE:20886-14	430
0027612	COMPACTOR WACKER WP1550AW VIBRATORY PLAT	2014	WACKER NEUSON	WP1550AW	30061926	311
0027686	DRILL/DRIVER 1/2" DEWALT 18V XRP	2015	DEWALT	DCD940	559785	815
0028264	SPRAYER BACKPACK ECHO 4 GALLON MS400	2015	ECHO	MS400	B03863-15	430
0029474	TABLET MICROSOFT SURFACE PRO 3 12" I5-4	2016	MICROSOFT	QK2-00015	056959143253	313
0029829	MOWER LAWN PUSH TROY-BILT TB200 150CCFWD	2016	TROY-BILT	12A-22BU711	1E026K31902	815
0023116	LOCATER (PIPE/CABLE) FISHER TW-6	0	FISHER LABS	GU23R2TW-6	07099575	815
0024897	VACUUM CLEANER SANITAIRE ELECTROLUX	0	ELECTROLUX	SANITAIRE SC689	0930004715	411
0023195	GENERATOR TAHOE GAS 9000WT TP9000LXU	2011	TAHOE	TP9000LXU	025860	815
0013748	CHAINSAW POULAN PRO PP3516	2005	POULAN	PP3516	05217D300930	290
0013747	CHAINSAW POULAN PRO PP3516	2005		PP3516	05151D200014	290
0013749	CHAINSAW ECHO CS305-14	2005	ECHO	CS305-14	03038372	290
0013751	CHAINSAW POULAN P4018 WT	2005	POULAN	P4018 WT	05223D301844	290
0013940	CHAINSAW POULAN PP4620 AVHD	2005	POULAN	PP4620 AVHD	05227D101902	290
0013941	CHAINSAW POULAN PP4620 AVHD	2005	POULAN	PP4620 AVHD	05227D101913-1	290
0013943	CHAINSAW POULAN PP4620 AVHD	2005	POULAN	PP4620 AVHD	05227D101907	290
0013947	CHAINSAW POULAN P4018 WT	2005	POULAN	P4018 WT	05223D3022442	290
0014165	CHAINSAW POULAN P4018 WT	2005	POULAN	P4018 WT	05223D3000903	290
0014780	CHAINSAW POULAN P4018 WT	2005	POULAN	P4018 WT	05294D301009	290
0014782	CHAINSAW POULAN P4018 WT	2005	POULAN	P4018 WT	05253D100759	290
0014164	CHAINSAW POULAN WOOD SHARK 14" P3314WS	2005	POULAN	P3314WS802032	04322D200540	290
0011587	AUTOMATIC LEVEL LIETZ SOKKISHA B4	1999	LIETZ SOKKISHA	B4	341481	311
0014147	DRILL 1/2" DEWALT VSR CORDED 7.8A DW235	0	DEWALT	DW235G	71823	311
0027958	GRINDER HANDHELD DEWALT 4 1/2" DW802	0	DEWALT	DW802	843571200318E	290
0027989	LEAK DETECTOR SCOTT BACHARACH LEAK ALERT	0	SCOTT	19-7083	GQ1194 TOK/2081	290
0028318	CHAINSAW POULAN P4018 WILD THING	2005	POULAN	P4018 WT	05204D300440-1	290

MACHINERY AND EQUIPMENT PUBLIC AUCTION SATURDAY APRIL 21, 2018

TAG #	DESCRIPTION	MODEL YEAR	MANUFACTURER NAME	MODEL	SERIAL	DEPT
0028413	MULTIMETER MSA MINICO RESPONDER	0	MSA THE SAFETY CO	MINICO	A007981	290
0027638	CHIPPING HAMMER INGERSOLL RAND 2DA2SA	2015	INGERSOLL RAND	2DA2SA	G14L37638	815
0029606	SPRAYER BACKPACK ECHO 4 GAL PISTON MS400	2015	ECHO	MS400	B0386315	430
0011591	DRILL 3/8" DEWALT 12V DW953	2001	DEWALT	DW953	365541	430
0013999	GENERATOR 110VOLT 60HZ 6.5HP JF200	2005	JIANDONG	R196606201	040618358	290
0013756	GENERATOR 110VOLT 60HZ 6.5HP JD300	2005	JIANDONG	JD300	040618019	290
0006809	CABINET FILE HANGING MAP PLAN HOLDER	0				611
0006810	CABINET FILE HANGING MAP PLAN HOLDER	0				611
0006815	CABINET FILE HANGING MAP / PLANS	0				611
0016334	SCANNER DOCUMENT CANON DR-5010C COLOR	2006	CANON USA INC	DR5010C	DD304627	150
0011639	CALCULATOR SHARP EL2630	2004	SHARP	EL2630	SHR EL2630	145
0016234	CALCULATOR SHARP EL1197PIII	2006	SHARP	EL-1197PIII	6D003704	145
0020509	SHREDDER FELLOWES C-225CI	2010	FELLOWES	C-225CI	FEL 3825001	145
0022703	COPIER PRINTER FAX CANON IMAGERUNNER	2009	CANON USA INC	1025IF	DRL04515	411
0024036	PRINTER RICOH AFICIO SPC11N COLOR	2009	AFICIO	SPC11N	Q9298800018	213
0024107	SCANNER DOCUMENT CANON IMAGE DR-7090C	2009	CANON USA INC	DR-7090C	21ESB00825	150
0017207	PRINTER HP LASERJET 3050	2007	HEWLETT PACKARD	3050	CNB1242196	290
0023078	FAX MACHINE BROTHER INTELLIFAX 2820 LASE	2008	BROTHER CO	2820	U61325G8N627869	150
0022709	COPIER PRINTER FAX CANON IMAGERUNNER	2009	CANON USA INC	1025IF	DRL04519	425
0020281	PRINTER HP PHOTOSMART D7560	2009	HEWLETT PACKARD	D7560 / Q8440A	MY8AE890XK	135
0022540	SCANNER DOCUMENT CANON DR-5010C COLOR	2009	CANON USA INC	DR-5010C	DD311611	150
0023663	SHREDDER FELLOWES SB-99C1	0	FELLOWES	SB-99C1		115
0023986	UPS BATTERY BACKUP APC PRO 1000	2012	APC - SCHNEIDER ELECTRIC	BR1000		150
0013111	LAPTOP HP NX9030 PENTIUM 512MB	0	HEWLETT PACKARD	NX9030	CNF4320PJM	150
0013271	MONITOR HP 1702 FLAT PANEL 17" DISPLAY	2005	HEWLETT PACKARD	1702	CNC50407XL	150
0016181	MONITOR DATAVIDEO 7" COLOR TLM-700	0	DATAVIDEO	TLM-700	00075928	213
0021169	HANDHELD COMPUTER TICKET WRITER	2008	INTERMEC	CN3	CN3AQH840C6E300	213
0022022	PRINTER HP CM1312NFI MULTI-FUNCTION	2009	HEWLETT PACKARD	CM1312NFI	CND893H628	213
0022059	SERVER HP PROLIANT DL180 G6	2009	HEWLETT PACKARD	PROLIANT DL180	MXQ9290C8K	150
0022083	LAPTOP PANASONIC TOUGHBOOK CF33	2009	PANASONIC	CF-33	9CKUA45617	150
0023783	SERVER DELL POWEREDGE R410 CHASSIS	2009	DELL	R410	B20QYK1	150
0025194	LAPTOP HP SMART BUY PROBOOK 4520S	2011	HEWLETT PACKARD	PROBOOK 4520S	2CE11401NP	150

MACHINERY AND EQUIPMENT PUBLIC AUCTION SATURDAY APRIL 21, 2018

TAG #	DESCRIPTION	MODEL YEAR	MANUFACTURER NAME	MODEL	SERIAL	DEPT
0025624	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL3180KZ2	150
0025904	MONITOR HP 22" LCD LE2201W FLAT PANEL	2011	HEWLETT PACKARD	LE2201W	CNK1250RGJ	150
0026065	LAPTOP LENOVO THINKPAD EDGE 15 0319-26U	2012	LENOVO	THINKPAD EDGE 15	LR-5LL5D11/10	150
0026066	LAPTOP LENOVO THINKPAD EDGE 15 0319-26U	2012	LENOVO	THINKPAD EDGE 15	LR-5LL4X11/10	150
0026067	LAPTOP LENOVO THINKPAD EDGE 15 0319-26U	2012	LENOVO	THINKPAD EDGE 15	LR-5LL2F11/10	150
0026068	LAPTOP LENOVO THINKPAD EDGE 15 0319-26U	2012	LENOVO	THINKPAD EDGE 15	LR-5LK7T11/10	150
0026069	LAPTOP LENOVO THINKPAD EDGE 15 0319-26U	2012	LENOVO	THINKPAD EDGE 15	LR-5LL6F11/10	150
0026323	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD	XZ989UT	2UA220030X	150
0026326	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD	XZ989UT	2UA220030R	150
0026327	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD	XZ989UT	2UA220031N	150
0026328	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD	XZ989UT	2UA220036Q	150
0026350	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD	XZ989UT	2UA22903HM	150
0026351	CPU HP COMPAQ 8200 ELITE MINITOWER	2012	HEWLETT PACKARD	XZ989UT	2UA22903F5	150
0026352	MONITOR HP 20" LED LCD LV2011	2012	HEWLETT PACKARD	LV2011	CNC214P1L3	150
0026354	MONITOR HP 20" LED LCD LV2011	2012	HEWLETT PACKARD	LV2011	CNC214P1L2	150
0026356	CPU HP COMPAQ 8300 ELITE MINITOWER	2012	HEWLETT PACKARD	8300 (B8V01UT)	MXL2360L2P	150
0026381	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL3180KZ0	150
0026383	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL3180KYK	150
0026385	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL3180KYD	150
0026387	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL3180KYW	150
0026388	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXK3180KYQ	150
0026389	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL3180KYR	150
0026390	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL3180KYS	150
0026391	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL3180KYV	150
0026392	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL3180KYT	150
0026393	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL3180KYY	150
0026394	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL3180KYP	150
0026395	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL3180KYZ	150
0026397	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL3180KYF	150
0026601	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL3180KYN	150
0026602	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL3180KYM	150
0026603	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL3180KYH	150

MACHINERY AND EQUIPMENT PUBLIC AUCTION SATURDAY APRIL 21, 2018

TAG #	DESCRIPTION	MODEL YEAR	MANUFACTURER NAME	MODEL	SERIAL	DEPT
0026604	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL3180KYL	150
0026605	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL310KYX	150
0026607	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL3180KZ1	150
0026617	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL3190ZLY	150
0026618	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL3190ZLG	150
0026676	CPU HP COMPAQ 8300 ELITE I7-3770 16GB	2013	HEWLETT PACKARD	8300 ELITE	MXL31913BL	150
0026694	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL32102N6	150
0026698	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL32102N2	150
0026803	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL32102MX	150
0026819	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL32118H7	150
0026850	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD	LA2206XC	3CQ3171THJ	150
0026851	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD	LA2206XC	3CQ3171TH3	150
0026857	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD	LA2206XC	3CQ3171THK	150
0026862	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD	LA2206XC	3CQ3171THY	150
0026864	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD	LA2206XC	3CQ3171TJD	150
0026866	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD	LA2206XC	3CQ3171TJ2	150
0026894	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL323228K	150
0026956	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL3260EMR	150
0026960	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL3260RM2	150
0026961	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL3260RMP	150
0026962	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL3260RMC	150
0026963	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL3260RML	150
0026964	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL3260RMM	150
0026989	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD	LA2206XC	3CQ32129YL	150
0026994	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD	LA2206XC	3CQ32110CM	150
0027022	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD	LA2206XC	3CQ32129B	150
0027043	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD	LA2206XC	3CQ32110JF	150
0027045	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD	LA2206XC	3CQ32110HY	150
0027068	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD	LA2206XC	3CQ32129ZN	150
0027082	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD	LA2206XC	3CQ32129KD	150
0027083	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD	LA2206XC	3CQ32129F7	150
0027098	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD	LA2206XC	3CQ3212B0W	150

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TAG #	DESCRIPTION	MODEL YEAR	MANUFACTURER NAME	MODEL	SERIAL	DEPT
0027099	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD	LA2206XC	3CQ32129FW	150
0027243	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD	LA2206XC	3CQ32129F9	150
0027259	CPU HP COMPAQ 8300 ELITE MINITOWER	2013	HEWLETT PACKARD	8300 ELITE	MXL327151K	150
0027265	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD	LA2206XC	3CQ32129FG	150
0027305	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD	LA2206XC	3CQ33304JL	150
0027396	LAPTOP LENOVO THINKPAD E540 15.6" DISPL	2014	LENOVO	4000M THINKPAD	1S20C600AAUSPF0187M1	150
0027397	LAPTOP LENOVO THINKPAD E540 15.6" DISPL	2014	LENOVO	4000M THINKPAD	1S20C600AAUSPF01FZ6F	150
0027473	TABLET MICROSOFT SURFACE PRO 3 12" 15-4	2015	MICROSOFT	QK2-00015	013551645053	313
0028087	LAPTOP PANASONIC TOUGHBOOK CF53 SEMI RUG	2014	PANASONIC	CF-53SULLALM	4GTYA20490	150
0029404	SONICWALL DELL TZ105 SECURITY APPLIANCE	2015	DELL	TZ105	COEAE4C76B3C	150
0029471	PRINTER HP OFFICEJET 7110 WIDE FORMAT	2016	HEWLETT PACKARD	7110	CN5575M13W	150
0030202	MONITOR HP 21.5" LED V222	2016	HEWLETT PACKARD	M1T37A6#ABA	3CQ5413CPQ	150
0030570	SONICWALL SECURITY FIREWALL DELL	2016	DELL	01-SSC-0217	18B169319B0C	150
0030571	SONICWALL SECURITY FIREWALL DELL	2016	DELL	01-SSC-0217	18B169319B30	150
0030572	SONICWALL SECURITY FIREWALL DELL	2016	DELL	01-SSC-0217	18B1693198E4	150
0018703	MONITOR HP 22" LCD W2207 FLAT PANEL DIS	2007	HEWLETT PACKARD	W2207	CND727J254	150
0018705	MONITOR HP 22" LCD W2207 FLAT PANEL DIS	2007	HEWLETT PACKARD	W2207	CND72738GR	150
0016803	LAPTOP PANASONIC TOUGHBOOK CF30 RUGGED	2007	PANASONIC	CF-30CTSABZBM	7GKYA60719	213
0016835	LAPTOP PANASONIC TOUGHBOOK CF30 RUGGED	2007	PANASONIC	CF-30CTSABZBM	7GKYA57853	213
0018513	LAPTOP PANASONIC TOUGHBOOK CF74 SEMI-RUG	2007	PANASONIC	CF-74GCDADBDM	7HKSA37554	213
0021792	MONITOR HP 17" L1710 FLAT PANEL DISPLAY	2008	HEWLETT PACKARD	L1710	CNC819RBWC	150
0021195	CHARGER HANDHELD COMPUTER	2008	INTERMEC	CN3	21950808501	213
0026037	LAPTOP GATEWAY M685-E	0	GATEWAY	M685E	0037189732	213
0022333	PRINTER OKIDATA MICROLINE 320	2001	OKI DATA AMERICA INC	320	1T4755434	150
0022086	LAPTOP PANASONIC TOUGHBOOK CF33	2009	PANASONIC	CF-33	9CKUA45432	150
0025688	MONITOR HP 20" LED LCD LV2011	2012	HEWLETT PACKARD	LV2011	CNC214PC8	150
0029341	MONITOR COMPAQ V500 15"	0	COMPAQ	V500-PE1117	004BJ28L142	150
0029340	SERVER HP DL380	0	HEWLETT PACKARD	DL380	2UX541011Y	213

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TAG #	DESCRIPTION	MODEL YEAR	MANUFACTURER NAME	MODEL	SERIAL	DEPT
0029300	MONITOR ASUS 20" LCD MS202N	0	ASUS COMPUTER	MS202N	A4LM1Z055887	150
0029303	MONITOR ASUS 20" LCD MS202N	0	ASUS COMPUTER	MS202N	A4LM1Z055882	150
0029304	MONITOR ASUS 20" LCD MS202N	0	ASUS COMPUTER	MS202N	A4LM1Z055880	150
0029307	MONITOR ASUS 20" LCD MS202N	0	ASUS COMPUTER	MS202N	A4LM1Z055865	150
0029308	MONITOR ASUS 20" LCD MS202N	0	ASUS COMPUTER	MS202N	A4LM1Z055859	150
0029311	MONITOR ASUS 20" LCD MS202N	0	ASUS COMPUTER	MS202N	A4LM1Z055862	150
0029312	MONITOR ASUS 20" LCD MS202N	0	ASUS COMPUTER	MS202N	A4LM1Z055869	150
0029315	MONITOR ASUS 20" LCD MS202N	0	ASUS COMPUTER	MS202N	A4LM1Z055886	150
0029316	MONITOR ASUS 20" LCD MS202N	0	ASUS COMPUTER	MS202N	A4LM1Z055874	150
0029319	MONITOR ASUS 20" LCD MS202N	0	ASUS COMPUTER	MS202N	A4LM1Z055883	150
0029320	MONITOR ASUS 20" LCD MS202N	0	ASUS COMPUTER	MS202N	A4LM1Z055868	150
0029323	MONITOR ASUS 20" LCD MS202N	0	ASUS COMPUTER	MS202N	A4LM1Z055884	150
0029324	MONITOR ASUS 20" LCD MS202N	0	ASUS COMPUTER	MS202N	A4LM1Z055885	150
0029327	MONITOR ASUS 20" LCD MS202N	0	ASUS COMPUTER	MS202N	A4LM1Z055873	150
0029328	MONITOR ASUS 20" LCD MS202N	0	ASUS COMPUTER	MS202N	A4LM1Z055876	150
0029331	MONITOR ASUS 20" LCD MS202N	0	ASUS COMPUTER	MS202N	A4LM1Z055864	150
0029332	MONITOR ASUS 20" LCD MS202N	0	ASUS COMPUTER	MS202N	A4LM1Z055871	150
0029335	MONITOR ASUS 20" LCD MS202N	0	ASUS COMPUTER	MS202N	A4LM1Z055875	150
0029301	CPU HP PRO 3000 E6600 3.06 GHZ 2 GB DDR3	0	HEWLETT PACKARD	VS775UT#ABA	MXL0231Q9R	150
0029302	CPU HP PRO 3000 E6600 3.06 GHZ 2 GB DDR3	0	HEWLETT PACKARD	VS775UT#ABA	MXL0231Q99	150
0029305	CPU HP PRO 3000 E6600 3.06 GHZ 2 GB DDR3	0	HEWLETT PACKARD	VS775UT#ABA	MXL0231Q93	150
0029306	CPU HP PRO 3000 E6600 3.06 GHZ 2 GB DDR3	0	HEWLETT PACKARD	VS775UT#ABA	MXL0231Q8X	150
0029309	CPU HP PRO 3000 E6600 3.06 GHZ 2 GB DDR3	0	HEWLETT PACKARD	VS775UT#ABA	MXL0231Q91	150
0029310	CPU HP PRO 3000 E6600 3.06 GHZ 2 GB DDR3	0	HEWLETT PACKARD	VS775UT#ABA	MXL0231Q9G	150
0029313	CPU HP PRO 3000 E6600 3.06 GHZ 2 GB DDR3	0	HEWLETT PACKARD	VS775UT#ABA	MXL0231Q94	150
0029314	CPU HP PRO 3000 E6600 3.06 GHZ 2 GB DDR3	0	HEWLETT PACKARD	VS775UT#ABA	MXL0231Q95	150
0029317	CPU HP PRO 3000 E6600 3.06 GHZ 2 GB DDR3	0	HEWLETT PACKARD	VS775UT#ABA	MXL0231Q9H	150
0029318	CPU HP PRO 3000 E6600 3.06 GHZ 2 GB DDR3	0	HEWLETT PACKARD	VS775UT#ABA	MXL0231Q9P	150
0029321	CPU HP PRO 3000 E6600 3.06 GHZ 2 GB DDR3	0	HEWLETT PACKARD	VS775UT#ABA	MXL0231Q9M	150
0029322	CPU HP PRO 3000 E6600 3.06 GHZ 2 GB DDR3	0	HEWLETT PACKARD	VS775UT#ABA	MXL0231Q9B	150
0029325	CPU HP PRO 3000 E6600 3.06 GHZ 2 GB DDR3	0	HEWLETT PACKARD	VS775UT#ABA	MXL0231Q97	150
0029326	CPU HP PRO 3000 E6600 3.06 GHZ 2 GB DDR3	0	HEWLETT PACKARD	VS775UT#ABA	MXL0231Q9D	150

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TAG #	DESCRIPTION	MODEL YEAR	MANUFACTURER NAME	MODEL	SERIAL	DEPT
0029329	CPU HP PRO 3000 E6600 3.06 GHZ 2 GB DDR3	0	HEWLETT PACKARD	VS775UT#ABA	MXL0231Q9C	150
0029330	CPU HP PRO 3000 E6600 3.06 GHZ 2 GB DDR3	0	HEWLETT PACKARD	VS775UT#ABA	MXL0231Q9K	150
0029333	CPU HP PRO 3000 E6600 3.06 GHZ 2 GB DDR3	0	HEWLETT PACKARD	VS775UT#ABA	MXL0231Q96	150
0029334	CPU HP PRO 3000 E6600 3.06 GHZ 2 GB DDR3	0	HEWLETT PACKARD	VS775UT#ABA	MXL0231Q92	150
0016593	SERVER HP PROLIANT DL380 G4 3.60GHZ PROC	0	HEWLETT PACKARD	DL380	USE623N8NZ	150
0026997	MONITOR HP 21.5" LED LCD LA2206XC	2013	HEWLETT PACKARD	LA2206XC	3CQ32129KR	150
0014573	LAPTOP DELL LATITUDE D510	0	DELL	LATITUDE D510	CN-0N8719-48643	150
0007402	PRINTER HP C4120A	1999	HEWLETT PACKARD	C4120A	USEB054793	115
0015825	HEADSET SETCOM CSA900L	0	SETCOM	CSA 900L		290
0015821	HEADSET SETCOM CSA-900	0	SETCOM	CSA900		290
0015841	HEADSET SETCOM CSA-900	0	SETCOM	CSA900		290
0015845	HEADSET SETCOM CSA-900	0	SETCOM	CSA900		290
0027995	HEADSET SETCOM CSA-900	0	SETCOM	CSA900		290
0027997	HEADSET SETCOM CSA-900	0	SETCOM	CSA900		290
0015834	HEADSET SETCOM CSA-900	0	SETCOM	CSA900		290
0028386	HEADSET SETCOM CSA-900	0	SETCOM	CSA900		290
0015810	HEADSET SETCOM CSA-900	0	SETCOM	CSA900		290
0028389	HEADSET SETCOM CSA-900	0	SETCOM	CSA900		290
0028392	HEADSET SETCOM CSA-900	0	SETCOM	CSA900		290
0028395	HEADSET SETCOM CSA-900	0	SETCOM	CSA900		290
0015838	HEADSET SETCOM CSA-900	0	SETCOM	CSA900		290
0015848	HEADSET SETCOM CSA-900	0	SETCOM	CSA900		290
0015808	HEADSET SETCOM CSA-900	0	SETCOM	CSA900		290
0028785	HEADSET SETCOM CSA-900	0	SETCOM	CSA900		290
0028786	HEADSET SETCOM CSA-900	0	SETCOM	CSA900		290
0012895	RADAR DECATUR GENESIS I PHYTON KDB	0	DECATUR ELECTRONICS	GENESIS I	G21990	213
0012939	RECORDER VIDEO DVD PANASONIC DMR-E30PP	0	PANASONIC	DMR-E30PP	KU2KA004871	213
0022426	RADAR DECATUR GENESIS I	0	DECATUR ELECTRONICS	GENESIS I	G23813	213
0022425	RADAR DECATUR GENESIS I	0	DECATUR ELECTRONICS	GENESIS I	G23808	213
0013107	GPS PATHFINDER POCKET RECEIVER SYSTEM	0			0350006264	145
0018717	CAMERA DIGITAL KODAK EASYSHARE Z712IS	2007	KODAK	Z712IS	KCXGT72811653	325
0020646	GPS GARMIN NUVI 360	2008	GARMIN	NUVI 360	16L191881	213

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TAG #	DESCRIPTION	MODEL YEAR	MANUFACTURER NAME	MODEL	SERIAL	DEPT
0020794	SECURITY SYSTEM ALTRONIX ALT2416	0	ALTRONIX CORPORATION	ALT2416	DVR01A03E	313
0020825	TV VIZIO 47" HDTV V047LFHD7V10A	2008	VIZIO	V047LFHD7V10A	LJPBNBJ1916333	290
0021903	TV DYNEX 37" HDTV LCD	2008	DYNEX	DX-LCD37-09	M30823716	425
0022622	SCANNER MULTI-FUNCTION READER HOME AGAIN	2012	HOME AGAIN		005220	213
0022623	SCANNER MULTI-FUNCTION READER HOME AGAIN	2012	HOME AGAIN		005211	213
0024072	RECORDER DVD PANASONIC DMR EZ28K	2010	PANASONIC	DMR-EZ28K	VN9SR005462	213
0017361	CAMERA DIGITAL KODAK EASYSHARE C653 6.1M	2007	KODAK	C653	KCFG72029822	213
0017351	CAMERA DIGITAL KODAK EASYSHARE C653 6.1M	2007	KODAK	C653	KCFG72029754	213
0017366	CAMERA DIGITAL KODAK EASYSHARE C653 6.1M	2007	KODAK	C653	KCFG72029685	213
0017354	CAMERA DIGITAL KODAK EASYSHARE C653 6.1M	2007	KODAK	C653	KCFG72029409	213
0017424	CAMERA DIGITAL KODAK EASYSHARE C653 6.1M	2007	KODAK	C653	KCFG72029449	213
0017325	CAMERA DIGITAL KODAK EASYSHARE C653 6.1M	2007	KODAK	C653	KCFG72001896	213
0010317	VCR PANASONIC 6 HEAD	0	PANASONIC	2560	GPU50071	213
0020132	RECORDER DIGITAL AUDIO OLYMPUS WS-210S	2008	OLYMPUS	WS-210S	100119143	213
0020136	RECORDER DIGITAL AUDIO OLYMPUS WS-210S	2008	OLYMPUS	WS-210S	100119041	213
0021134	RECORDER CASSETTE TAPE MARANTZ PMD201	0	MARANTZ	PMD201	MZ049717450245	213
0013434	UPS POWER SUPPLY	2005		CPS625ADR	BIA4S1014910	145
0022811	CAMERA DIGITAL NIKON COOLPIX S210	2008	NIKON	COOLPIX S210	36670095	313
0019857	CAMERA DIGITAL KODAK EASYSHARE C613	2008	KODAK	C613	KCGHA80226404	213
0022356	CAMERA CAR VIDEO ARBITRATOR MK1.5	2009	PANASONIC	AG-CPD15P	D9TA10171	213
0021215	MULTIGAS DETECTOR MSA HANDHELD	0	MSA THE SAFETY CO	10051045	AO-0927-L04	290
0024073	RECORDER DVD PANASONIC DMR EZ28K	2010	PANASONIC	DMR EZ28K	VN9JROO4658	213
0023276	MONITOR LG LED 21.5" 22M45	2014	LG	22M45		150
0028323	TV RCA 32" TRUFLAT CRT	0	RCA			290
0022801	CAMERA DIGITAL OLYMPUS 1030SW 10.1MP	2009	OLYMPUS	1030SW	F98572797	825
0020345	CAMERA DIGITAL CANON POWERSHOT S3IS 6.0	2006	CANON USA INC	S3IS	2628206606	325
0016077	ICE MACHINE ICE-O-MATIC ICE0500FA	2007	ICE O MATIC	ICE0500FA3	07051280011671	435
0016305	PORTABLE HEATER/FAN	0	HONEYWELL	HZ-3200		115
0021229	DRYER ROPER ELECTRIC WHITE RED444OVQ1	2011	ROPER	RED444OVQ1	M0426434	290
0021232	WASHER ROPER RTW4440XQ0	2011	ROPER	RTW4440XQ0	C10744477	290

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TAG #	DESCRIPTION	MODEL		MANUFACTURER NAME	MODEL	SERIAL	DEPT
		YEAR					
0021593	TABLE TENNIS TABLE	2008		RIGA PRO	7042-900		411
0026490	GRILL GAS MASTER FORGE LIQUID PROPANE	2014		MASTER FORGE GRILLS	RT2417S	RT030394	290
0023237	MICROWAVE HAIER .9CU FT 900W HMC935SE	2014		HAIER	HMC935SESS	140403787	811
0025205	TREADMILL T8 SPORT 3.5HP CONTINUOUS DUTY	2010		BH FITNESS	CV-T9 BASIC		213
0026418	DRYER ROPER 6.5 CUFT ELECTRIC WHITE	2013		ROPER	RED4640YQ	RED4640YQ	290
0026419	GRILL LP CHAR-BROIL 4-BURNER 4000 BTU	2013		CHAR-BROIL	463241113	01122612	290
0026476	DRYER HOTPOINT 6 CUFT ELECTRIC WHITE	2013		HOTPOINT GE APPLIANCES	HTDX100EDWW	GA710074A	290
0026488	GRILL GAS CHAR-BROIL COMMERCIAL STAINLES	2014		CHAR-BROIL	G45503107001576	G455031307000635	290
0026489	GRILL GAS CHAR-BROIL COMMERCIAL STAINLES	2014		CHAR-BROIL	463449914	G455031307001576	290
0028444	WASHER HOTPOINT 3.5 CU FT TOP LOAD	2014		HOTPOINT GE APPLIANCES	HSWP1000M3WW	SD165106H	290
0028961	GRILL GAS CHAR-BROIL 4-BURNER 40,000 BTU	2015		CHAR-BROIL	463449914	G455031406004989	290
0028962	GRILL GAS CHAR-BROIL 4-BURNER 40,000 BTU	2015		CHAR-BROIL	463449914	G455031406004982	290
0029515	GRILL GAS CHAR-BROIL STAINLESS 4 BURNER	2015		CHAR-BROIL	463446015	G465011506000202	290
0029520	DRYER HOTPOINT 6 CUFT ELECTRIC WHITE	2015		HOTPOINT GE APPLIANCES	HTDX100EM8WW	SF720803C	290
0029837	WASHER MAYTAG BRAVO MVWX655DW	2016		MAYTAG	MVWX655DW	W10612044	311
0029838	DRYER ELECTRIC MAYTAG BRAVOS MEDX655DW	2016		MAYTAG	MEDX655DW	W10416486	311
0029946	REFRIGERATOR HAIER 10.11CUFT BLACK TOP	2016		HAIER	HA10TG31SB	BL04F2E1G00BLG320369	213
0030422	GRILL GAS CHAR-BROIL 4-BURNER 34000BTU	2016		CHAR-BROIL	46344015	0606686	290
0030447	WASHER ROPER C62622411	2016		ROPER	C62622411	RTW4516FWO	290
0030464	GRILL CHAR-BROIL 463344015	2016		CHAR-BROIL	463344015	G46701160700067	290
0021863	CHAIR RACK 541015	0					411
0016937	REFRIGERATOR FRIGIDAIRE	2008		FRIGIDAIRE	FRT18L4JW1	BA82703212	435
0023328	RECUMBENT BIKE BH SK9900/NF462	2009		BH FITNESS	SK9900/NF462	4036BHH99060012	411
0023327	RECUMBENT BIKE BH SK9900/NF462	2009		BH FITNESS	SK9900/NF462	4036BHH99060021	411
0023660	REFRIGERATOR GE 4.3 CUFT COMPACT	2009		GENERAL ELECTRIC CORP	GMR04HASACS	VR011391	621
0025925	REFRIGERATOR GE 21 CUFT TOP FREEZER 33"	2011		GENERAL ELECTRIC CORP	GTS21KBXAWW	RV295491	290
0027927	REFRIGERATOR GE 21.8 CUFT SIDE BY SIDE	0		GENERAL ELECTRIC CORP	GSS22WGPHWW	DH204771	290
0015554	ICE MACHINE ICE-O-MATIC ICEU220HA1	2006		ICE O MATIC	ICEU220HA1	06071280014363	290
0014709	MICROWAVE SHARP	0		SHARP			145
0023090	MICROWAVE PANASONIC 2.2 CUFT NN-SD9785	2009		PANASONIC	NN-SD9785	6A19050179	145
0006713	WET VAC	0			177060	95198U0708	411

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Qty	DESCRIPTION	YEAR	MANUFACTURER NAME	MODEL	SERIAL	DEPT
1	CABINET STANDARD FILE 4 DRAWER					115
1	BOOKCASE 33 1/2 " 96" 6 SHELVES	1980				145
1	CABINET FLAT FILE MAP 45 1/2" X 46 1/2"					145
1	CABINET LATERAL FILE METAL 2 DRAWER 36"					145
22	CABINET STANDARD FILE 4 DRAWER					145
1	COFFEE POT CUSINART 12 CUP					145
2	ROLL MAP STORAGE CARTS					145
1	ROLLING METAL CART 1 SHELF					145
6	TABLE FOLDING METAL LAMINATED 5FT BROWN					145
4	TABLE FOLDING METAL LAMINATED 8FT					145
1	TABLE FOLDING PLASTIC 4FT					145
6	TABLE FOLDING PLASTIC 6FT					145
1	TYPEWRITER TABLE					145
1	Canon Disk File Drive Model 5001S				XAC0009190	150
1	Cisco 2600 Series Router				JMX0636L3FH	150
1	Cisco 2600 Series Router				JMX0636L3FR	150
1	HP UPS		R5500 XR-ERM		MX16281719	150
1	HP UPS				MX16131339	150
1	IBM Type 9332 600MB HDD Array				10-BE496	150
1	IBM Type 9332 600MB HDD Array				10-4CB3A	150
1	Pioneer Laser Memory Drive Model DRM-1804X				pb8506571	150
	10 ct boxes of Audio Cassettes (16 boxes, 60, 90, 120 min)	2006	Maxell	UR	None	213
	3-pack Microcassette (10 packs)	2006	Sony	MC-90	none	213
	Binoculars	2006	Vivitar	7x50	none	213
	Binoculars	2006	Bushnell	Instavision	none	213
	Binoculars	2006	Tasco	10x50	none	213
	Binoculars	2006	Bushnell	7-15x25	none	213
	Binoculars	2006	Bushnell	10x50wa	5639	213
	Binoculars (2sets)	2006	Galls	Streetview 20x50	none	213
	Binoculars (3 sets)	2006	Galls	Streetview 16x50	none	213
	Boost Box	2006	InstaBoost	10KJS	none	213
	Calculator	2009	Texas Instrument	TI-85	33236469	213
	DC to AC inverter	2006	Unknown	150 watt	none	213

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Qty	DESCRIPTION	YEAR	MANUFACTURER NAME	MODEL	SERIAL	DEPT
	Digital Camera	2006	Kodak	EasyShare C813	KCGHR83100661	213
	Digital Camera	2009	Kodak	EasyShare 1013	KCGJN909000458	213
	Digital Camera	2009	Nikon	Coolpix L30	30121643	213
	Double Dash Light (Amber)	2006	Whelen	DKPSS	PHD4543	213
	DV Cassettes (1 box-5 pieces)	2006	Panasonic	DVM60	none	213
	Electric Dryer (White)	2006	Maytag	DE482	335820	213
	Instamatic Camera	2006	Polaroid	One600	none visible	213
	Jumpstarter/Charger	2009	InstaBoost	10KJS	none	213
	Label Maker	2009	Brother	PT-1950	U61041H4J870226	213
	Portable 12volt battery pack	2006	Bescor	12V	none	213
	Speaker Boxes (2) 10" Black	2009	Kicker	10"	none	213
	Spot Light housing	2006	Grote	6493	none	213
	Strobe Lightbar (6) (blue lenses removed)	2006	Federal Signal	Vista	none	213
	Time Base Corrector	2009	DataVideo	TBC1000	91419	213
	Torpedo Heater	2009	Master	B110BT	none visible	213
	VHS cassettes tapes (6)	2006	Maxell	T-120	none	213
	VHS Player	2009	Panasonic	AG2560	GOKN01159	213
	VHS-C Cassette (1)	2006	Fuji	Super HG	none	213
	video dubber	2009	Avid	0020-03250-01	YQX428079	213
	voice recorder	2006	Olympus	WS-852	none	213
1	2 Door metal cabinet - BLACK					290
1	2- Drawer metal filing cabinet					290
1	4 drawer filing cabinet - Black 11682					290
1	4 drawer filing cabinet - Black 11684					290
1	4 drawer filing cabinet 12036					290
2	4-Door Black Metal Cabinet					290
1	5 - Drawer metal filing cabinet- BROWN					290
2	Black cloth office chairs					290
6	Black Rolling office chairs					290
3	CAFETERIA STYLE ROLL UP TABLES					290
1	GE REFRIGERATOR WHITE -				GSS25LGMA / MA416679	290
2	Grey Cloth Office chairs					290
1	METAL MEDIA CART - BLACK					290

EQUIPMENT WITHOUT ASSET TAGS PUBLIC AUCTION SATURDAY APRIL 21, 2018

Qty	DESCRIPTION	YEAR	MANUFACTURER NAME	MODEL	SERIAL	DEPT
1	Mobile Radio Mic					290
10	Portable Radio Mic's					290
1	Radio Battery Charger					290
1	REFRIGERATOR - BLACK -				GTSS2WCPARBBLF305115	290
1	REFRIGERATOR OUT OF SQUAD TRUCK					290
1	Wet Dry Vac -					290
	CELLPHONE	UNK	BLACKBERRY	8330	A7607E	313
	CELLPHONE	UNK	BLACKBERRY	8703	24840	313
	CELLPHONE	UNK	BLACKBERRY	8530	85901	313
	CLOSED CIRCUIT VIDEO EQUIPMENT W/ACCESSORIES	UNK	GYR (ODETICS)	DQ44-AiGY	7120003	313
1	TV PHILLIPS 25" W/WALL MOUNT					335
1	AIR / HYDRAULIC SERVICE JACK 22 TON					335
1	ALUMINUM DIESEL TANK 100 GALLON PICKUP TRUCK BED					335
1	BOX OF ERICCON RADIO MICS AND ETC. WIRING					335
1	BOX OF M800 RADIO ANTENNAS WITH TERMINAL ETC					335
1	ENGINE HONDA GX160					335
1	HEATER ELECTRIC HOMES SMALL					335
1	INFRAED THERMOMETER				12015.01	335
1	KEYBOARD LOGITECH WIRELESS MK300					335
1	LIGHT FIXTURE 24" FLORESCENT UNDER DESK TYPE					335
1	LPE / KPC BATTERY CHARGERS					335
7	MACOM MULTI-RAMPD RADIO BATTERY CHARGER					335
1	MOUSE LOGITECH WIRELESS OPTICAL					335
1	MOWER SEAT SCAG					335
1	PARTS WASHER					335
1	RADIO VHF 036080				720-A0004628	335
1	SPEAKER EXTERNAL RADIO					335
1	STAPLER DESK ELECTRIC					335
1	WHEEL BEARING PACKER PUMP FITS 5 GALLON BUCKET					335
	20 X 20 Tent, Poles, Cover					411
	6FT TRUCK BED	2006	FORD		N/A	411
	COPIER/PRINTER/FAX		SHARP		N/A	411
	Line Marker					411

EQUIPMENT WITHOUT ASSET TAGS PUBLIC AUCTION SATURDAY APRIL 21, 2018

Qty	DESCRIPTION	YEAR	MANUFACTURER NAME	MODEL	SERIAL	DEPT
	MISCH. FENCE REPAIR PARTS		N/A	N/A	N/A	411
	paper Shredder					411
	Soccer Goal					411
	Tent Poles and Accessories					411
	3n1 Box blade					430
	3-POINT HITCH FENCE DISP.				N/A	430
	Air conditioner	LG		LWHD1500ER	511TAXT00114	430
	CORDLESS DRILL	RYOBI		HP962	N/A	430
	Grading blade	Ford		781	19ARM98	430
	JIG SAW	BLACK & Decker		HD4000	9638-7	430
	Mower blades			W54115	1074276	430
	Mower blades			W55829	1074276	430
	Mower blades			3381023	1031580	430
	Mower blades	Oregon		91457	890171C	430
	Mower blades	Exmark		1673792	1036388	430
	Mower blades	Exmark		893269	1036404	430
	Mower blades	Exmark		875170	1039622	430
	Mower blades	Exmark		MB01J	1090343	430
	Mower blades	Exmark		1165501	3263261	430
	Mulch blades	Exmark		4101496	1036402	430
	Mulch blades	Exmark		2119571	1036337	430
	Refrigerator	Frigidaire		FPES19TFWO	LA91113805	430
	Sprayer	Solo				430
	Sprayer	Solo				430
	Sprayer	Echo		MS-401	LOTE:20887-14	430
	Sprayer	Echo		MS-401	LOTE:20886-14	430
	Tires	Yamaha		18x8.50-8		430
1	DRAWING / DRAFTING TABLE					611
1	LIGHTED DRAWING BOX					611
1	MICROWAVE PANASONIC	NN-SN7445			6BD7252302	811



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Deana Burns, Administrative Assistant
Police Department

Date: 03/22/2018

Subject: Resolution - requesting sale of sidearm to Sergeant Damon J. McDaniel upon his retirement from the City of Gulfport and setting the amount to be paid for said firearm pursuant to Mississippi Code Annotated § 45-9-131 (rev. 2014).

Recommendation:

Gulfport Police Department

Memorandum



To: Mayor Bill Hewes
From: Chief Leonard Papania
Date: Thursday, March 15, 2018
Re: **Purchase of Duty Weapon for Retired Officer:
Damon J. McDaniel**

I am requesting that the City Council authorize the Gulfport Police Department to sell the below described handgun to Sergeant Damon J. McDaniel, who will retired from the Gulfport Police Department, effective April 1, 2018. This action is in compliance with **MS Code § 45-9-131**. Based on the fee previously approved, the charge will be \$4.81 which has been collected. Please place this item on the next council agenda.

(1) Glock 17, Gen 5, 9mm handgun Serial #BGLZ 875 / Asset #0033076

I appreciate your consideration of this request.

Comptroller _____

Director of Police _____

CAO _____ Mayor _____



For General Finance Office Only

Date Entered: _____

Entered By: _____

**City of Gulfport
Fixed Asset
Transfer / Disposal Form**

Date of Transaction: 4/1/2018

Transaction Type: ☒ Retire/Dispose ☐ Transfer Adjust
(Please Circle) Auction Improve Update Location Memo

Department Initiating Action (code and description): 213-Police

If Transfer, Department Transferred to (code and description): _____

Location Transferred to (Bldg) _____

City ID Number: Asset # 0033076

Asset Description: Glock 17 - 9mm, Gen 5, Handgun

Serial Number or VIN: BGLZ 875

Mileage (if applicable): _____

Reason for Transaction: Retirement of Law Enforcement Officer (Damon J. McDaniel)

Update Location Memo: _____

Date of Auction (if auction): _____

Other Information: _____

Directors Signature (or Agent) of Transferring Dept.

Date

Directors Signature (or Agent) of Transferring Dept.

Date



Subject: Retirement Purchase of Firearms		
Distribution: All Sworn Personnel	Effective Date: February 13, 2017	Number of Pages: Page 1 of 1
Revision Date(s): March 29, 2017		

1. SCOPE

This policy is directed to all sworn police personnel.

2. POLICY

All sworn personnel of the Gulfport Police Department who shall honorably retire have the opportunity to purchase their service weapon from the City of Gulfport.

3. MISSISSIPPI CODE §45-9-131

§45-9-131 - Purchase of Sidearm by Retiring Member of Municipal or County Law Enforcement Agency.

Upon approval of the governing authorities of the municipality or county, a member of any municipal or county law enforcement agency who retires under any state retirement system or any state-approved retirement system may be allowed to purchase as his personal property one (1) sidearm which was issued to him by the law enforcement agency from which he retired.

The governing authorities of the municipality or county shall determine the amount to be paid for the firearm by the retiring member of the law enforcement agency.

4. REQUEST / APPROVAL PROCEDURES

Employees who elect to purchase their service weapon and meet the criteria of retirement shall submit a letter of request to the Chief of Police for approval. The letter then shall be forwarded to the City Council for final ratification of the purchase.

5. PAYMENT PLAN**A. Other Provisions**

- 1) Employees who meet the criteria of a retirement through any state approved retirement system may be allowed to purchase their side arm for 1% of the cost of his weapon.
- 2) Employees who have twenty-six years of service or greater shall pay \$1.00 for their sidearm upon the approval of the Chief of Police and ratification by the City Council.
- 3) Employees shall give the office of the Chief of Police the request in writing and when practical, at least thirty (30) days prior to retirement.

RESTRICTED LAW ENFORCEMENT DATA

The data contained within this policy is proprietary and will not be duplicated, disclosed, or discussed, without the written permission of the Chief of Police. Data subject to this restriction is contained throughout this policy.

Gulfport Police Department

Memorandum

Date: March 15, 2018
To: Chief Leonard Papania
From: Sergeant Damon J. McDaniel
Re: **Duty Weapon - Request to purchase**

Chief Papania,

According to the Gulfport Police Department General Order Policy 1.29 *Retirement Purchase of Firearm*, I would like to respectfully request to purchase my duty weapon upon my retirement effective April 1, 2018 in accordance with Mississippi Code 45-9-131.

Thanking you in advance for your consideration.

Sincerely,



Damon J. McDaniel

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 _____, 2018, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
APPROVING SALE OF SIDEARM TO SERGEANT DAMON J. MCDANIEL UPON HIS
RETIREMENT FROM THE CITY OF GULFPORT AND SETTING THE AMOUNT TO
BE PAID FOR SAID FIREARM PURSUANT TO
MISSISSIPPI CODE ANNOTATED § 45-9-131 (REV. 2014)**

WHEREAS, Mississippi law provides that, upon approval by the governing authorities, a member of any municipal law enforcement agency who retires under any state or state approved retirement system may purchase his personal sidearm from the municipality at a cost to be determined by the governing authorities; and

WHEREAS, Sergeant Damon J. McDaniel, of the Gulfport Police Department, retired from the City of Gulfport, and his retirement was pursuant to a state or state-approved retirement system; and

WHEREAS, Sergeant McDaniel has expressed his desire to purchase his personal sidearm from the City at the time of his retirement; and

WHEREAS, the Gulfport Police Department has advised that the proper charge for the sidearm is \$4.81.

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

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

SECTION 2. That the Gulfport Police Department is authorized to sell to Sergeant Damon J. McDaniel, in light of his retirement, his personal sidearm at a cost to Sergeant McDaniel of \$4.81.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2018.

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Deana Burns, Administrative Assistant
Police Department

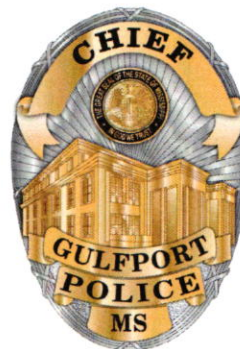
Date: 03/22/2018

Subject: Resolution - requesting sale of sidearm to Sergeant Charles Koewers due to his retirement from the City of Gulfport and setting the amount to be paid for said firearm pursuant to Mississippi Code Annotated § 45-9-131 (rev. 2014).

Recommendation:

Gulfport Police Department

Memorandum



To: Mayor Bill Hewes
From: Chief Leonard Papania
Date: Thursday, March 15, 2018
Re: **Purchase of Duty Weapon for Retired Officer:
Charles Koewers**

I am requesting that the City Council authorize the Gulfport Police Department to sell the below described handgun to Sergeant Charles Koewers, who has retired from the Gulfport Police Department, effective January 1, 2018. This action is in compliance with **MS Code § 45-9-131**. Based on the fee previously approved, the charge will be \$3.69 which has been collected. Please place this item on the next council agenda.

(1) Glock G43, 9mm handgun Serial #BEVW 996 / Asset #0019291

I appreciate your consideration of this request.

Comptroller _____

Director of Police _____

CAO _____ Mayor _____



For General Finance Office Only

Date Entered: _____

Entered By: _____

**City of Gulfport
Fixed Asset
Transfer / Disposal Form**

Date of Transaction: 03/15/2018

Transaction Type: ☒ Retire/Dispose ☐ Transfer Adjust
(Please Circle) Auction Improve Update Location Memo

Department Initiating Action (code and description): 213-Police

If Transfer, Department Transferred to (code and description): _____

Location Transferred to (Bldg) _____

City ID Number: Asset # 0019291

Asset Description: Glock G43, 9mm Handgun

Serial Number or VIN: BEVW 996

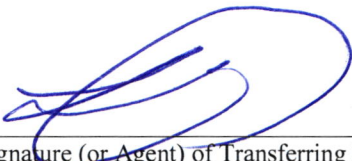
Mileage (if applicable): _____

Reason for Transaction: Retirement of Law Enforcement Officer (Charles Koewers)

Update Location Memo: _____

Date of Auction (if auction): _____

Other Information: _____


Directors Signature (or Agent) of Transferring Dept.

Date

Directors Signature (or Agent) of Transferring Dept.

Date

C. Koewer

03/15/2018 13:27
dnortonCITY OF GULFPORT
FIXED ASSET WORKSHEETP 1
famstmnt

ASSET # 0019291	MASTER ASSET	DESCRIPTION	WEAPON PISTOL GLOCK 43 9MM SEMIAUTO SUBC
CLASS M1 MACHINERY & EQU	FUND SOURCE 05	MAINT CONT Y	INSURED N
SUBCL E04 WEAPONS	ACQUIS METH AF FORFEITURE	VENDOR DESC Vendor Name Mi	CARRIER
COMMODITY 68052		TYPE G	INSURED VAL 0.00
DEPT 213 Police	ACQUIS DATE 06/13/2017	EXPIRE DATE	EXPIRE DATE
LOC CODE 2001 POLICE HEADQUAR	ACQUIS COST 368.60	ANNUAL COST 0.00	POLICY CST 0.00
LOC MEMO	ACRES 0.000	MEMO	
ROOM 2061	QTY 1		
STORAGE LOC	UNIT PRICE 0.00		
	PURCH MEMO		
STATUS A ACTIVE		DEPRECIATE N	
CONDITION N NEW	SOY BOOK 368.60	DEPREC PRIN 368.60	
CUSTODIAN POLICE CHIEF	CURRENT BOOK 368.60	FIRST YR/PR 2017/11	LAST YR/PR /00
TITLEHOLDER	EST SALVAGE 0.00	EST LIFE 10	
	REPL COST 368.60	PERIODS TAKEN 0	
TAG # 0019291	LAST INVENT	ACCUM DEPREC 0.00	
SERIAL # BEVW996	IMPROVE MEMO		
MANUFACTURER GLOCK GLOCK INC.			
MODEL G43	RETIRE DATE		
MODEL YEAR 2017	DISP CODE		
LICENSE #	DISP PRICE 0.00		
	SALE PRICE 0.00		
VEND # 34931	PO # 193360	DOCUMENT # 222468	INVOICE # 001153510
			INV DATE 08/09/2017
			INV AMT 368.60

User-Defined Fields

Field Name	Value
------------	-------

G/L Accounts

TYPE	DESC	ORG	OBJ	PROJ	PERCENT
1	ASSET	700	141300		100.00
2	CONTRA	700	300400		100.00
5	DEPRECIATION EXPENSE	700212	670100		100.00
6	ACCUMULATED DEPRECIATION	700	142000		100.00

PO Accounts

ORG	OBJ	PROJ	AMOUNT
276	630100		368.60

03/15/2018 13:27
dnorton

CITY OF GULFPORT
FIXED ASSET WORKSHEET

P 2
famstmnt

** END OF REPORT - Generated by Deana Norton **



Subject: Retirement Purchase of Firearms		
Distribution: All Sworn Personnel	Effective Date: February 13, 2017	Number of Pages: Page 1 of 1
Revision Date(s): March 29, 2017		

1. SCOPE

This policy is directed to all sworn police personnel.

2. POLICY

All sworn personnel of the Gulfport Police Department who shall honorably retire have the opportunity to purchase their service weapon from the City of Gulfport.

3. MISSISSIPPI CODE §45-9-131

§45-9-131 - Purchase of Sidearm by Retiring Member of Municipal or County Law Enforcement Agency.

Upon approval of the governing authorities of the municipality or county, a member of any municipal or county law enforcement agency who retires under any state retirement system or any state-approved retirement system may be allowed to purchase as his personal property one (1) sidearm which was issued to him by the law enforcement agency from which he retired.

The governing authorities of the municipality or county shall determine the amount to be paid for the firearm by the retiring member of the law enforcement agency.

4. REQUEST / APPROVAL PROCEDURES

Employees who elect to purchase their service weapon and meet the criteria of retirement shall submit a letter of request to the Chief of Police for approval. The letter then shall be forwarded to the City Council for final ratification of the purchase.

5. PAYMENT PLAN

A. Other Provisions

- 1) Employees who meet the criteria of a retirement through any state approved retirement system may be allowed to purchase their side arm for 1% of the cost of his weapon.
- 2) Employees who have twenty-six years of service or greater shall pay \$1.00 for their sidearm upon the approval of the Chief of Police and ratification by the City Council.
- 3) Employees shall give the office of the Chief of Police the request in writing and when practical, at least thirty (30) days prior to retirement.

RESTRICTED LAW ENFORCEMENT DATA

The data contained within this policy is proprietary and will not be duplicated, disclosed, or discussed, without the written permission of the Chief of Police. Data subject to this restriction is contained throughout this policy.

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 _____, 2018, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
APPROVING SALE OF SIDEARM TO SERGEANT CHARLES KOEWERS UPON HIS
RETIREMENT FROM THE CITY OF GULFPORT AND SETTING THE AMOUNT TO
BE PAID FOR SAID FIREARM PURSUANT TO
MISSISSIPPI CODE ANNOTATED § 45-9-131 (REV. 2014)**

WHEREAS, Mississippi law provides that, upon approval by the governing authorities, a member of any municipal law enforcement agency who retires under any state or state approved retirement system may purchase his personal sidearm from the municipality at a cost to be determined by the governing authorities; and

WHEREAS, Sergeant Charles Koewers, of the Gulfport Police Department, retired from the City of Gulfport, and his retirement was pursuant to a state or state-approved retirement system; and

WHEREAS, Sergeant Koewers has expressed his desire to purchase his personal sidearm from the City at the time of his retirement; and

WHEREAS, the Gulfport Police Department has advised that the proper charge for the sidearm is \$3.69.

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

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

SECTION 2. That the Gulfport Police Department is authorized to sell to Sergeant Charles Koewers, in light of his retirement, his personal sidearm at a cost to Sergeant Koewers of \$3.69.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2018.

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Terri Goad, Purchasing
Purchasing

Date: 03/20/2018

Subject:

Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport Human Resource Department and for related purposes.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2018, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT THRU POLICE DEPARTMENT RECRUITING AND COMMUNITY OUTREACH EFFORTS, AND FOR RELATED PURPOSES

WHEREAS, the Gulfport Human Resource Department regularly participates in recruiting and community outreach efforts to assist in both identifying quality candidates to join the Department and promoting a good relationship between the Department and the community that it serves; and

WHEREAS, the City of Gulfport receives advertising thru the recruiting and community outreach efforts of the Department; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure of \$1,614.00 for the purchase of the items identified in the attached request hereto as Exhibit “A & B” serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through the Human Resource Department, is hereby authorized to expend municipal funds in the amount of \$1614.00, payable in payment to the entity/ies listed on the attached requests to purchase - Exhibit “A & B”.

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 _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2018.

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: March 20, 2018

**Re: Request Permission to Purchase Promotional Items
Department of Human Resource**

The Department of Human Resource frequently attends Career and Job fairs for the City of Gulfport and will need to purchase items such as auto phone caddies, pens with Stylus, Refresh Mints, mini lip moisturizers, cups and (2) name badges for Job fairs. The total approximate cost is \$1,614.00 – see attached quote.

Request City Council make a finding that the purchase of such promotional items be spread across the minutes in accordance with the following provision in the MS Code. (See attached resolution).

Miss. Code Ann. §17-3-3 (Rev. 2003) provides,

“Advertising pursuant to Section 17-3-1 shall include newspaper and magazine advertising and literature, publicity, expositions, public entertainment or other form of advertising or publicity, which in the judgment of such board or boards will be helpful toward advancing the moral, financial and other interests of such municipality or county.”

Human Resources Promotional Order

Item	Quantity	Cost	Total
Store: Crestline			
Auto Phone Caddy	200	\$ 1.56	\$ 312.00
*Set up	1	\$ 63.00	\$ 63.00
Pens w/ Stylus	500	\$ 0.55	\$ 275.00
*Setup	1	\$ 12.00	\$ 12.00
Refresh-Mints	200	\$ 1.09	\$ 218.00
*Setup	1	\$ 52.00	\$ 52.00
Store Total			\$ 932.00
Store: 4imprint			
Mini Lip Moisterizer	300	\$ 0.89	\$ 267.00
*set up	1	\$ 50.00	\$ 50.00
			\$ -
Cup	500	\$ 0.57	\$ 285.00
*Set up	1	\$ 50.00	\$ 50.00
Store Total			\$ 652.00
Store: Clay's Print Shop			
2 Name Badges for Job Fairs	2	\$15.00	\$ 30.00
Store Total			\$30.00
Grand Total			\$1,614.00



Memorandum

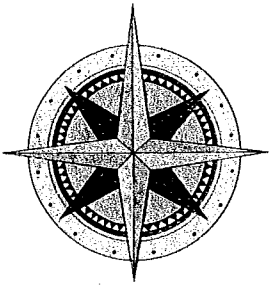
To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
City Council

Date: 03/28/2018

Subject: Resolution - authorizing an expenditure to Gulf Regional Planning Commission for the purposes of supporting annual operating budget and for related purposes.

Recommendation:



Gulf Regional Planning Commission

Serving the Governments of the Mississippi Gulf Coast

Date: July 17, 2017

BILL TO: Dr. John Kelly, Chief Administrative Officer
City of Gulfport
Post Office Box 1780
Gulfport, MS 39502

*2ND Request
5/26/18*

	DESCRIPTION		TOTAL
	FISCAL YEAR 18 October 1, 2017 – September 30, 2018 Annual Appropriation of Funding for the Metropolitan Planning Organization of the Mississippi Gulf Coast		\$30,943.00
	TOTAL AMOUNT DUE		\$30,943.00

CC: Ms. Linda Elias, Director of Finance and Administration
Mr. William Hessel, GRPC Commissioner



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
City Council

Date: 03/12/2018

Subject: Resolution - authorizing an expenditure to Motor Vehicle For Hire Authority for the purpose of supporting annual operating budget and for related purposes.

Recommendation:



OFFICE OF
CITY COUNCIL

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5848
Fax: 228-868-3856

October 26, 2017

City Hall
2309 15th St.
Gulfport, MS 39501

Mr. Ken Payne.
Motor Vehicle For-Hire Authority
47 Maples Drive
Gulfport, MS 39507

Re: Certified Audit

Dear Mr. Payne:

Please accept this as a request from the Gulfport City Council for a certified audit of your organization.

The City of Gulfport has a standing Resolution that requests a certified audit from governmental agencies, agencies or entities to whom they provide funding or have fiduciary oversight. The City Council would like a certified audit of your last fiscal year submitted electronically and thereafter on a yearly basis (when the budget is presented). Electronic submissions should be sent to rcole@gulfport-ms.gov and brodgers@gulfport-ms.gov.

Motor Vehicle For-Hire Authority receives funds from the City of Gulfport and has been approved for \$27,000 in the budget for FY 2018. This information should be submitted before any funds are to be dispersed.

If you should have any questions regarding this request, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Brittany L. Rodgers". The signature is written in a cursive, flowing style.

Brittany L. Rodgers
Deputy Clerk of Council

enclosure: Resolution dated December 17, 2013

cc: Council Members (*via email*)

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 17th day of December, 2013, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO REQUEST A CERTIFIED AUDIT FROM THOSE GOVERNMENTAL OR QUASI-
GOVERNMENTAL ENTITIES TO WHOM THE CITY OF GULFPORT PROVIDES
FUNDING AND/OR OVER WHICH THE CITY HAS OVERSIGHT**

WHEREAS, the City of Gulfport, from time to time, expends municipal resources to provide various levels of funding to certain governmental or quasi-governmental entities for the operation of those entities; and

WHEREAS, the City of Gulfport also has oversight over some/all of the aforementioned governmental or quasi-governmental entities;

WHEREAS, included among the governmental or quasi-governmental entities contemplated by this resolution are the Gulfport School District, Memorial Hospital at Gulfport, the Gulfport-Biloxi International Airport Authority Commission, the Coast Transit Authority, the Harrison County Utility Authority, the Harrison County Motor Vehicles for hire Commission, among others; and

WHEREAS, as a part of its responsibility to ensure that municipal resources are expended efficiently and properly, the governing authority of the City of Gulfport desires to receive a copy of the certified annual audit from the governmental or quasi-governmental entities contemplated by this resolution within sixty (60) days of each annual audit.

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 governing authority of the City of Gulfport hereby requests that any such governmental or quasi-governmental entities, upon receipt of a copy of this resolution from the City of Gulfport, produce to the City of Gulfport the most recently completed certified financial audit of the entity and, thereafter, within 60 days of the completion of each annual audit.

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 Councilmember Pucheu, seconded by Councilmember Flowers, and was adopted by the following roll call vote:

AYES

Casey

Dombrowski

Holmes-Hines

Walker

Sharp

Flowers

Pucheu

NAYS

None

ABSENT

None

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the 17th day of December, 2013.



William S. Col
CLERK OF THE COUNCIL

ADOPTED:

R. D. Bell
PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
18th day of December, 2013.

[Signature]
MAYOR



MOTOR VEHICLE FOR-HIRE AUTHORITY
Gulfport - Biloxi - D'Iberville

14035-V AIRPORT RD. — SUITE 143
GULFPORT, MS 39503
PHONE 228-222-3274 / FAX 228-222-3275
EMAIL: MVFHA@MVFHA.ORG

2016-2017 Profit /Loss Statement

Income

Contributions from Municipalities

City Of Gulfport	27,000.00
City Of Biloxi	33,000.00
City Of D'Iberville	<u>11,250.00</u>

Total Contributions **71,250.00**

Permitting Fees

Company Permit	700.00
Driver Permit Fees	8,160.00
Vehicle Permit Fees	<u>3,994.00</u>

Total Permitting Fees **13,274.00**

Total Income **84,534.00**

Expense

Contract Services

Accounting Fees	442.98
Legal Fees	9,170.00
Consulting Services	<u>32,825.17 **</u>

Total Contract Services **42,438.15**

Facilities and Equipment

Equipment Maintenance	228.98
Rent, Parking, Utilities	<u>3,969.63</u>

Total Facilities and Equipment **4,198.61**

Operations

Background and Drug Screens	6,642.15
Printing and Copying	972.75
Supplies, Miscellaneous exp.	764.67
Telephone, Telecommunications	<u>692.07</u>

Total Operations **8,981.64**

Other Types of Expenses

Insurance-Liability, D &O	4,098.00
Other Cost	<u>410.25</u>

Total Other Types of Expenses 4,508.25

Payroll Expenses (8/1/17-9/30/17)	13,967.45
Reconciliation Discrepancies	<u>90.00</u>

Total Expense 74,184.10

Net Ordinary Income 10,349.90

Other Income/Expense**Other Income**

Interest on checking account	<u>4.50</u>
------------------------------	-------------

Total Other Income 4.50

Net Income 10,354.40

****Prior to 8/1/2017 Ken Payne was paid as a consultant. He was officially named Administrator on 8/1/2017 and was moved to a salaried employee on that date.**



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Finance

Date: 03/28/2018

Subject: Resolution - authorizing funds drawn on Letter of Credit to be used for salaries and other non-construction related start-up expenses related to the Mississippi Aquarium 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 _____, 2018, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE THE USE OF FUNDS DRAWN FROM LETTER OF CREDIT WITH BANCORPSOUTH FOR SALARIES AND OTHER NON-CONSTRUCTION RELATED EXPENSES, AND FOR RELATED PURPOSES

WHEREAS, the Gulfport Redevelopment Commission is presently constructing a facility in downtown Gulfport which will house the Mississippi Aquarium and is constructing that facility primarily with public funds that are limited in scope to construction costs; and

WHEREAS, the Mississippi Aquarium will require funding for certain and various startup costs, including salaries and other non-construction related expenses necessary to be prepared to open the doors of the Aquarium to the citizens of the City of Gulfport, the State of Mississippi and visitors to our City and State from all over the country and the world; and

WHEREAS, on or about May 1, 2017, the Gulfport Redevelopment Commission caused to be executed that certain Construction/Development Commercial Loan Agreement (aka "Letter of Credit"), and on the same date, the City of Gulfport caused to be executed an Unconditional and Continuing Guaranty concerning the Letter of Credit; and

WHEREAS, the City of Gulfport recognizes the need for the Mississippi Aquarium to incur certain costs associated with the preparation of the aquarium to be open to the public in 2019 and, therefore, endorses and authorizes the use of funds drawn on the Letter of Credit (up to \$3,500,000.00) to be used to pay reasonable and necessary salaries and other non-construction related start up expenses required to open the aquarium.

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

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

Section 2. That the City of Gulfport hereby endorses and authorizes the use of funds drawn on the Letter of Credit (up to \$3,500,000.00) to be used to pay reasonable and necessary salaries and other non-construction related start-up expenses required and budgeted to open the aquarium.

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 _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2018.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Linda Elias, Comptroller
Administration

Date: 03/22/2018

Subject: Resolution - authorizing issuance of check to Rumpole, LLC, to reimburse for tax abatements not received and for related purposes.

Recommendation:



Comptroller/City Clerk

P.O. Box 1780

Gulfport, MS 39502

Phone: 228-868-5705

Email: lelias@gulfport-ms.gov

City Hall

2309 15th St.

Gulfport, MS 39501

Memorandum – City of Gulfport

To: Mayor Hewes, Dr. Kelly, CAO, Councilman Casey, Councilman Roland, Councilwoman Holmes-Hines, Councilman Walker, Councilman Sharp, Councilman Flowers and Councilwoman Pucheu

From: Linda Elias, Comptroller

Date: March 21, 2018

RE: Rumpole, LLC check

Council approved a check to the above on March 6, 2018 to reimburse for the seven years of tax abatements not received by Rumpole, LLC but were approved by Council on December 20, 2011.

I confirmed there was no tax abatement recorded by Harrison County. However, there is a three year statute of limitation on the amount which may be reimbursed.

I am requesting that Council rescind the Check Number 203150 and approve payment to Rumpole, LLC for the three year period allowed by law in the amount of \$6,740.41.

We are currently internally auditing all tax abatements given by the City.

Thank you for your consideration in this matter.

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 _____, 2018, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE REIMBURSEMENT TO RUMPOLE, LLC, OF ABATED AD VALOREM TAXES PAID IN ERROR, AND FOR RELATED PURPOSES

WHEREAS, on December 20, 2011, the City of Gulfport approved a tax abatement for real property located at 625 16th Street (Tax Parcel No. 0911A-02-054.000) in the City of Gulfport, which tax abatement may be found in the Minutes of the Gulfport City Council's meeting of the aforementioned date; and

WHEREAS, for reasons not yet understood, the abatement was not applied to the property in question and the property owner, Rumpole, LLC, paid abated municipal ad valorem taxes to the City each year from the date of the abatement to the present; and

WHEREAS, Miss. Code Ann § 21-33-79 authorizes the refund of municipal ad valorem taxes paid in error, and applicable opinions of the Attorney General of Mississippi advise that a three (3) year statute of limitations applies to such claims; and

WHEREAS, during the last three (3) years, Rumpole, LLC, has paid, in error, \$6,740.41 in previously abated municipal ad valorem taxes and refund of the same is proper and appropriate under the applicable ordinances, statutes and Attorney General opinions.

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

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

Section 2. That the City of Gulfport is authorized to issue a special check in the amount of \$6,740.41 to Rumpole, LLC, in repayment of three years of abated municipal ad valorem taxes that were paid in error in accord with authority granted by Miss. Code Ann. § 21-33-79.

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 _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2018.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Ronda Cole, Clerk of Council
City Council

Date: 03/28/2018

Subject: Request - from Gulf Island Water Park, on behalf of Tired Dog Rescue requesting permission to serve alcohol during a fundraising event scheduled for Saturday, May 5, 2018.

Recommendation:



March 26, 2018

Gus Wesson
Director of Leisure Services
1422 23rd Avenue
Gulfport, MS 39501

Re: Tired Dog Rescue Duck Race at Gulf Islands Waterpark May 5, 2018

Mr. Wesson,

I am requesting on behalf of Tired Dog Rescue permission to serve alcohol during a 7 hour period Saturday, May 5, 2018 from 11am to 6pm at Gulf Islands Waterpark.

Based on approval of request Tired Dog Rescue would apply and acquire the necessary permit(s) needed to serve alcohol during this event. As with all Gulf Islands Waterpark events there will be a limit to the number of alcohol beverages consumed by those adults in attendance.

Vendor booths will be set up in the parking area in front of Gulf Islands Waterpark. All beverages containing alcohol will be served by Tired Dog Rescue volunteers. Beverage service will take place in one location near other vendor booths.

Gulf Islands Waterpark will be open to the General Public. No alcohol will be allowed in the Waterpark.

Your assistance in this matter is appreciated.

Please review this request and advise. Feel free to contact me if you have any questions.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Larry Ahlgren".

Larry Ahlgren
Gulf Islands Waterpark
Account Executive/Part Owner
228-324-5199
lahlgren@gulfislandswaterpark.com



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Elizabeth MacMillan, Office Manager
Leisure Services

Date: 03/26/2018

Subject: Request - permission for street closures (revised route) for the Gulfport Harbor Lights Winter Festival Parade scheduled for December 1, 2018.

Recommendation:



DEPARTMENT OF
LEISURE SERVICES

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

Joseph T. Jones
1422 23rd Avenue
Gulfport, MS 39502

To: Mayor Billy Hewes
Dr. John Kelly, CAO

City Council

From: Gus Wesson, Director

Date: Thursday, March 22th, 2018

Re: Letter Requesting Road Closure Approval for 2018 Gulfport Harbor Lights Winter Festival Parade; Revised Route approval to include streets in downtown near Mainstreet's Sugarplum Saturday

The Gulfport Harbor Lights Winter Festival Parade is scheduled for Saturday, December 1st, 2018.

The parade will start at 6pm. We are requesting a road closure for the revised parade route, which will include the following streets:

Parade will start at the intersection of 17th Street and 24th Avenue
Parade will head south on 24th Avenue
Parade will turn west on 14th Street
Parade will head west across the intersection of 14th Street/25th Avenue
Parade will turn south on 27th Avenue
Parade will turn east on 13th Street
Parade will turn south at intersection of 13th Street/25th Avenue and continue south across intersection of Hwy 49/Hwy 90 and continue into Jones park along Jones Park Drive
Parade will disband south of the anchor circle in Jones Park

*Parade route map is attached

*Gulfport Police Department has approved of this parade route

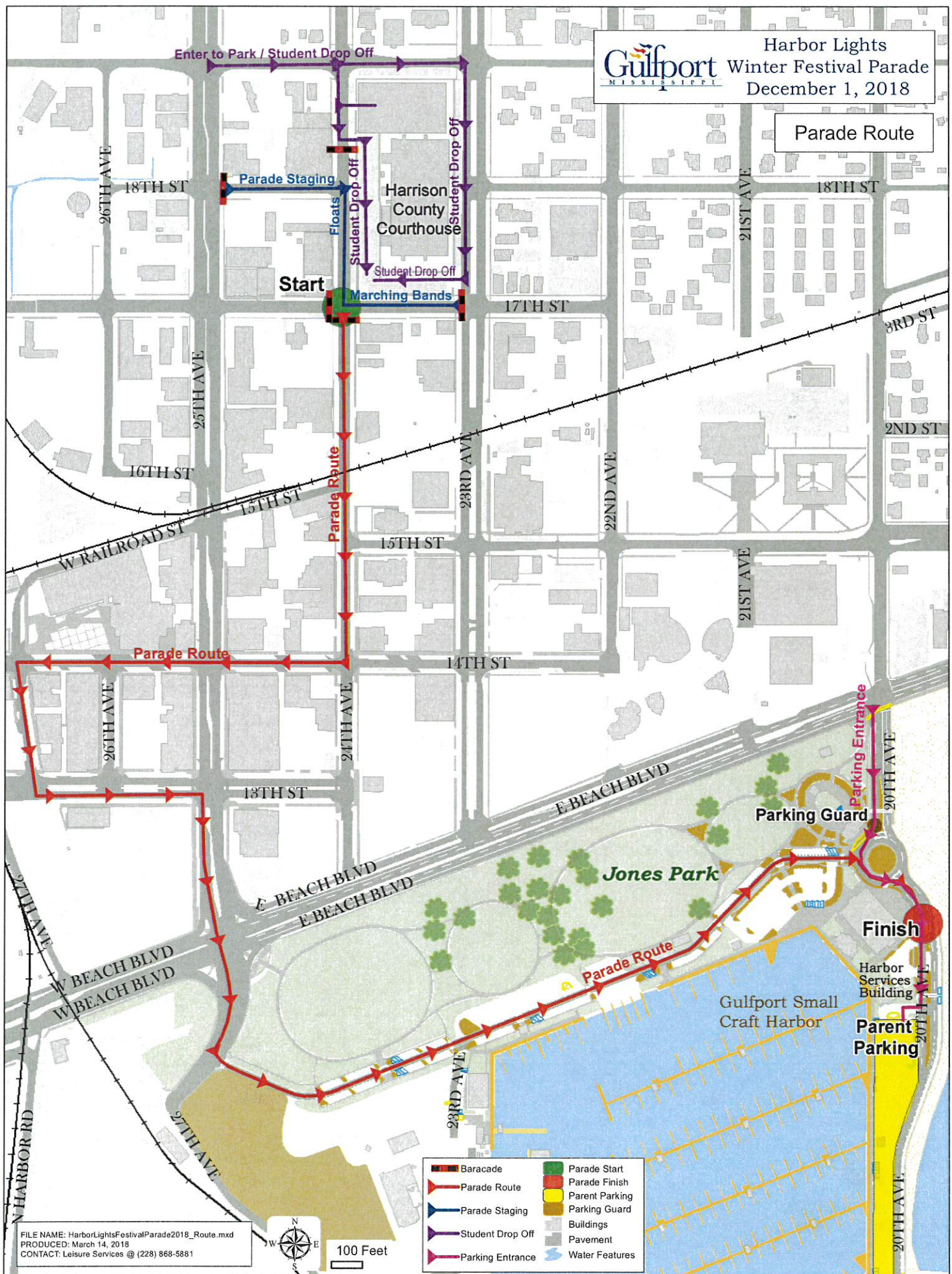
A handwritten signature in blue ink, appearing to read "Gus Wesson", is written over a horizontal line.

Gus Wesson
Director



Harbor Lights
Winter Festival Parade
December 1, 2018

Parade Route



FILE NAME: HarborLightsFestivalParade2018_Route.mxd
PRODUCED: March 14, 2018
CONTACT: Leisure Services @ (228) 868-5881



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 03/20/2018

Subject: Budget Amendment #27 - to increase funds (in the Police Department) received from sale of forfeited property.

Recommendation:

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Leonard Papania

Date: March 20, 2018

Re: Budget Amendment

The following check was issued to the City of Gulfport from Property Room.com and I request your permission to place these funds in the account below.

Check number (32130) amount of \$104.28

Line Item	Decrease	Increase
Police Revenue 010-502500	104.28	
Forfeiture and Seizure County and Local Shared Operating Supplies -- 277-610700		104.28
Total	-104.28	104.28

I appreciate your help. If you have any questions, please call.

City of Gulfport

Budget Amendment Request

Fund Name	Police Forfeiture	Date	03/26/18
Department #	277	Budget Entry #	2018-27
Department Name	County/Local Shared		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Supplies	6,084	3,873	104	10,061
Capital Projects	148,403	-	-	148,403
Total	154,487	3,873	104	158,464
Police Revenue 275-493100		3,873	104	

The Police Department is requesting a Budget Amendment to increase funds for a check issued from PropertyRoom.com (275-493100 and 277-610700)

Amendment # 2018-27



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 03/20/2018

Subject: Budget Amendment #28 - to increase funds (in the Police Department) received from seized property.

Recommendation:

City of Gulfport

Budget Amendment Request

Fund Name	General	Date	03/26/18
Department #	213	Budget Entry #	2018-28
Department Name	Police Operating		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Supplies	15,000	70	148	15,218
Total	15,000	70	148	15,218
Police Services Reimb 010-502500	70,000	65,320	148	135,468

The Police Department is requesting a Budget Amendment to increase funds for a check issued from PropertyRoom.com (010-502500 and 213-615200 Photography and Fingerprint)

Amendment # 2018-28

Gulfport Police Department

Memo

To: Leah Holland

From: Chief Leonard Papania

Date: March 19, 2018

Re: Reimbursement to Department

The following check was issued to the City of Gulfport from Property Room.com and I request your permission to place these funds in the account below.

Check number (31992) amount of \$148.36

Line Item	Increase	Increase
Police Revenue 010-502500	148.36	
Photo & Fingerprint 213-615200		148.36
Total	148.36	148.36

I appreciate your help. If you have any questions, please call.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Veronica Weaver, Assistant Budget Analyst
Public Works

Date: 03/22/2018

Subject: Budget Amendment #29 - to transfer funds for conduit installation at the Courthouse Road Project.

Recommendation:



**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

Public Works & Engineering
4050 Hewes Ave
Gulfport, MS 39507

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

Date: March 21st, 2018

Subject: Budget Amendment to Fund Conduit Install at Courthouse Road Project

AMOUNT	FROM	TO
\$ 2,901.42	345-640100-00103 (Sullivan Lane)	345-640100-02796 (Courthouse)
\$ 37,933.00	358-640100-02904 (Airport Road)	358-640600-02796 (Courthouse)
\$ 59,166.00	345-640100-02393 (28 th Street)	345-640100-02796 (Courthouse)
\$ 100,000.42	TOTAL	

The Department of Public Works is requesting a Budget Amendment to transfer a total of **\$100,000.42** from the above listed accounts to the Courthouse Road project to fund conduit installation underneath Courthouse Road.

In order to relocate overhead power lines which span across Courthouse Road, Mississippi Power is requiring the City of Gulfport to fund the installation of conduit in which to house the lines underground. The estimated cost to install the conduit is \$100,000.00.

Both the Sullivan Lane and Airport Road projects shown above, have reached completion, with balances remaining of \$2,901.42 and \$37,933.00 respectively. The remaining required \$59,166.00 is being requested from the 28th Street Widening project, which is nearing completion.

The total of these transfers is \$100,000.42, which, when added to the \$50,000.00 already in the account, will provide \$150,000.42 to fund the conduit installation.

I hereby recommend this budget amendment.

Please place on the April 3rd, 2018 City Council Agenda.

City of Gulfport
Budget Amendment Request

Fund Name	General Fund	Date	03/26/18
Department #	345/358	Budget Entry #	2018-29
Department Name	PW/Capital Projects		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
345				
Cap Prj-Construction-00103	50,000	3,000	(2,901)	50,099
Cap Prj-Construction-02393	1,410,150	(53,000)	(59,166)	1,297,984
Cap Prj-Construction-02796	391,417	50,000	62,067	503,485
358				
Cap Prj-Construction-02904	100,000	-	(37,933)	62,067
Cap Prj-Construction-02796	218,812	-	37,933	256,745
Total	2,170,379	-	-	2,170,379

The following budget amendment was requested by Public Works to transfer funds from certain project construction accounts to the Courthouse Road Improvements project. Total transfer to project is \$100,000 for conduit installation.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Sherry Dulaney, Accounts Payable Supervisor
Accounts Payable

Date: 03/26/2018

Subject: Docket of Claims - to be approved through April 4, 2018.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 03/23/2018

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: March 23, 2018

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 3rd day of April, 2018.

Please place the attached item on the Council agenda for April 3, 2018.

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: March 23, 2018

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-02-001.000. This parcel awarded to Henderson Lawn Service for \$225.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 4919 17th Street. (Westley)
- Parcel 2: 0711K-03-011.000. Lot 17, Blk. 5 Parkway Add. awarded to Richmond Construction for \$525.00 to board up and secure all openings at 1111 Fournier Avenue. . (Coastal Prop. Mgmt. LLC)

WARD 2

- Parcel 3: 0910I-02-010.000. This parcel awarded to Richmond Construction for \$95.00 to board up and secure all openings. Re-brace existing boarding located at 603 East Pass Road. (Gimenez)
- Parcel 4: 0910I-02-007.000. This parcel awarded to Twin City Lawn Care for \$2680.00 to board up and secure all openings. Remove all trash and miscellaneous debris. Remove or weather proof tires from site located at 729 Teagarden Road. (Trustee of Morning Star Bapt. Ch.)

WARD 7

- Parcel 5: 0907I-01-075.000. Lots 92-94, Blk. 9, Re-Subd of Biloxi River Estates Unit # 1 awarded to B & B Construction for \$3500.00 to remove all trash and miscellaneous debris from site. Repair or remove inoperable vehicle(s) from site located at 12036 Boles Blvd. (Hanson)

Total: \$7025.00

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 **3rd** day of **April, 2018**, 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-02-001.000. This parcel awarded to Henderson Lawn Service for \$225.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 4919 17th Street. (Westley)
- Parcel 2: 0711K-03-011.000. Lot 17, Blk. 5 Parkway Add. awarded to Richmond Construction for \$525.00 to board up and secure all openings at 1111 Fournier Avenue. (Coastal Prop. Mgmt. LLC)
- Parcel 3: 0910I-02-010.000. This parcel awarded to Richmond Construction for \$95.00 to board up and secure all openings. Re-brace existing boarding located at 603 East Pass Road. (Gimenez)
- Parcel 4: 0910I-02-007.000. This parcel awarded to Twin City Lawn Care for \$2680.00 to board up and secure all openings. Remove all trash and miscellaneous debris. Remove or weather proof tires from site located at 729 Teagarden Road. (Trustee of Morning Star Bapt. Ch.)
- Parcel 5: 0907I-01-075.000. Lots 92-94, Blk. 9, Re-Subd of Biloxi River Estates Unit # 1 awarded to B & B Construction for \$3500.00 to remove all trash and miscellaneous debris from site. Repair or remove inoperable vehicle(s) from site located at 12036 Boles Blvd. (Hanson)

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 _____, 2018.

(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 _____, 2018.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 03/20/2018

Subject: Letter of recommendation - regarding a one time purchase of ExecuTime Time Clocks to be utilized by all departments - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist

Date: March 20, 2018

Re: Request to Purchase ExecuTime Time Clocks– City Wide

Please see attached letter of request from Comptroller, Linda Elias, requesting a one-time purchase of ExecuTime Time Clocks from Tyler in the amount of \$37,200.00, (20 clocks @ \$1,410 and 4 year extended warranty of \$451 each). The cost will be allocated among the utilizing departments.

Purchasing from Tyler is critical due to the requirement to configure the machine to work with Executime.

Thank you for your consideration.



Comptroller/City Clerk

P.O. Box 1780

Gulfport, MS 39502

Phone: 228-868-5705

Email: lelias@gulfport-ms.gov

City Hall

2309 15th St.

Gulfport, MS 39501

Memorandum – City of Gulfport

To: Mayor Hewes, Dr. Kelly, CAO, Councilman Casey,
Councilman Roland, Councilwoman Holmes-Hines, Councilman Walker,
Councilman Sharp, Councilman Flowers
and Councilwoman Pucheu

From: Linda Elias, Comptroller

Date: March 16, 2018

RE: Executime Timeclocks

I am requesting permission for a one-time purchase of time clocks from Tyler in the amount of \$37,220 (20 clocks @ \$1,410 and 4 year extended warranty total of \$451 each) to enable the implementation of the Executime time keeping system approved by Council. The cost of the machines will be allocated among the departments utilizing the machines. We anticipate implementation to be complete October 1, 2018 and need the time clocks prior to implementation for programing and testing.

Purchasing from Tyler is critical due to the requirement to configure them to work with Executime (Tyler owned company) and to have the clocks supported by Executime once implemented.



Quoted By: Christa Maguire
Date: 3/20/2018
Quote Expiration: 9/15/2018
Quote Name: City of Gulfport-ERP-ExecuTime Clocks
Quote Number: 2018-46635
Quote Description: ExecuTime - Time Clocks

Sales Quotation For

City of Gulfport
1422 23rd Ave Trlr D3
Joseph T. Jones Building
Gulfport, MS 39501-2055
Phone +1 (228) 868-5700

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Genus I: Mag Stripe Reader	20	\$1,410.00	\$0.00	\$28,200.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>				<i>\$28,200.00</i>			<i>\$0.00</i>
TOTAL:				\$28,200.00			\$0.00

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Services	\$0.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$28,200.00	\$0.00
Summary Total	\$28,200.00	\$0.00
Contract Total	\$28,200.00	

Optional 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Extended Warranty - 48 Months	20	\$451.00	\$0.00	\$9,020.00	\$0.00	\$0.00	\$0.00
3rd Party Hardware Sub-Total:			\$0.00	\$9,020.00			\$0.00
TOTAL:				\$9,020.00			\$0.00

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:

Date:

Print Name:

P.O. #:

All primary values quoted in US Dollars

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: Licensee fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.



Service Specification

Product Line:

Warranty

Product No:

Version No:

0810

002D

Sheet 1 of 1

Item: **Limited Hardware Warranty**

Configuration: **12 Months**

Brief:

- Limited Hardware Warranty – 12 months (1 Year) from date of Shipment
- Prepaid Freight One-Way – In Continental U.S.
- RMA Tracking
- Repair – Typically within 5 business days from receipt in-house



Description:

Limited Warranty and Warranty Period: CMI proprietary hardware products (such products, while under warranty, the "Equipment") are warranted to be free from defects in materials and workmanship for a period of twelve (12) months from the date of shipment to the original purchaser ("Customer"). If Customer notifies CMI during the warranty period of a defect in the Equipment, CMI will repair the defective Equipment pursuant to the terms set forth below. Delivery of a repaired or replacement unit of Equipment does not extend the warranty period.

Reporting a Defect: Customer can report an Equipment defect to the CMI Service Center by (a) telephone between 8:00 A.M. and 4:30 P.M. (EST), Monday through Friday, excluding CMI holidays, or (b) through CMI's support website.

- Telephone number: 800-527-4998
- Email address: service@controlmod.com

Return and Repair Process: After receiving Customer's notice of an Equipment defect, the CMI Service Center will provide Customer with a Return Material Authorization (RMA) number to be used by both Customer and CMI to track the defective unit during the return and repair process. The RMA will be provided over the telephone or via email. Upon receipt of an RMA, Customer shall return the defective Equipment to CMI at Customer's expense. CMI will pay for shipping the repaired unit back to customers located in the continental United States by ground freight. Most Equipment will be repaired within five (5) business days following their receipt at a CMI repair depot.

Exclusions from Limited Warranty: The foregoing warranty does NOT include 1) furnishing supplies for, painting or refinishing Equipment; 2) electrical work external to such Equipment; 3) installation, maintenance or removal of alterations, attachments or other devices not furnished by CMI; 4) on site services (including without limitation installation or removal, and costs thereof); 5) services which cannot be practicably performed due to alterations in or attachments to the Equipment;

6) services for accessories; or 7) repair or replacement of defective Equipment to the extent the defect is attributable to: (i) improper installation, whether with respect to CMI's installation instructions or any other applicable standards or codes; (ii) neglect or misuse (including use of the Equipment for purposes other than that for which it was designed); (iii) transportation, vandalism or burglary of the Equipment, acts of terrorism, accident or disaster, or other external causes (including water, wind, lightning and dust); or (iv) alterations to the Equipment or servicing of the Equipment by a third party. The foregoing warranty shall also not apply to the extent the defect in the Equipment is due to the use of the Equipment in conjunction with products not manufactured by CMI or to Equipment from which the serial number has been altered, defaced or removed.

Only to Original Purchaser: This warranty extends only to the original purchaser of the Equipment. It may not be assigned to any third party.

Disclaimer of All Other Warranties: THE WARRANTY SET FORTH ABOVE IS THE SOLE WARRANTY THAT CMI PROVIDES WITH RESPECT TO THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT CMI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY WARRANTY IMPLIED THROUGH COURSE OF CUSTOM OR USAGE OF TRADE.

Disclaimer of Liability: IN NO EVENT SHALL CMI BE LIABLE TO CUSTOMER OR ANY THIRD PARTY CLAIMING THROUGH CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF EARNINGS, PROFIT OR GOODWILL OR COSTS OF COVER, IN EACH CASE RELATING TO THIS WARRANTY OR TO THE EQUIPMENT, EVEN IF SUCH DAMAGES WERE FORESEEABLE AND EVEN IF THIS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Label Description:

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This specification is confidential and shall not be duplicated, published or disclosed, in whole or in part, without prior written permission of Time Management, LLC. This specification is subject to change without notice.

Project:

Project No:

Date:

Section:

Item:

Marketing / Date

Approval / Date

Rev No: / Date

JWB 12/03/08

JAB 12/03/08

04/ 02/09/17

TIME MANAGEMENT, LLC, 89 PHOENIX AVE. ENFIELD, CT 06082 PHONE (860) 745-2433



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 03/12/2018

Subject: Letter - regarding quotes received by Purchasing for pitchers mound - Leisure Services Department - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist

Date: March 12, 2018

Re: Leisure Services Department

Pitching Mound

I have reviewed the quotes received on the above referenced item and find Richardson Athletics LLC., to be the lowest and best bid for a total amount of \$11,799.94.

I have issued Purchase Order # 197754 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Portable Pitch Mound
Purchase Order #197554
Department of Leisure Services

Qty	Pitch Pro Model 796 Portable Fiberglass Mound 7X6X9 indoor/outdoor use/weather and UV resistant/launch pad/ 5 year warranty	Richards on Athlet ics Richland, MS	BSN Sports Dallas, TX	Batting Cage, INC	
		UNIT	UNIT	UNIT	EXTENDED
6		\$ 1,683.59	\$ 1,865.00	\$ 2,045.00	\$ 12,270.00
	Freight		\$ -		\$ 780.00
	Total	\$ 11,799.94	\$ 11,190.00		\$ 13,050.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 03/12/2018

Subject: Letter - regarding quotes received by Purchasing for picnic tables with attached swivel seats - Leisure Services Department - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist

Date: March 12, 2018

Re: Leisure Services Department

Picnic Tables & Benches

I have reviewed the quotes received on the above referenced item and find Upbeat Inc., to be the lowest and best bid for a total amount of \$45139.40.

I have issued Purchase Order # 197763 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

PICNIC TABLES & PARK BENCHES
Leisure Services Department
PO 197763

Line	DESCRIPTION	QTY	UPBEAT INC		Moonshot Recreation LLC		ANOVA FURNISHINGS	
			Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
1	46" diameter solid surface steel tops sand steel slat contour seates are protected by a finish that won't rust chip crack mold or mildrew/fade resistant powder steel frames/6 attached swivel style seat 90 degree turn/top hole for umbrella pole	6	\$ 2,635.00	\$ 15,810.00	\$ 2,635.60	\$ 15,813.60	\$ 2,995.00	\$ 17,970.00
2	46" diameter solid surface steel tops sand steel slat contour seates are protected by a finish that won't rust chip crack mold or mildrew/fade resistant powder steel frames/4 attached swivel style seat 90 degree turn/top hole for umbrella pole	6	\$ 2,107.00	\$ 12,642.00	\$ 2,107.60	\$ 12,645.60	\$ 2,395.00	\$ 14,370.00
3	36" diameter solid surface steel tops sand steel slat contour seates are protected by a finish that won't rust chip crack mold or mildrew/fade resistant powder steel frames/2 attached swivel style seat 90 degree turn/top hole for umbrella pole	8	\$ 1,712.00	\$ 13,696.00	\$ 1,711.60	\$ 13,692.80	\$ 1,945.00	\$ 15,560.00
TOTAL				\$ 42,148.00		\$ 42,152.00		\$ 47,900.00
FREIGHT				\$ 2,991.40		\$ 3,650.00		\$ 3,797.18
GRAND TOTAL				\$ 45,139.40		\$ 45,802.00		\$ 51,697.18



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 03/19/2018

Subject: Letter - regarding quotes received by Purchasing for concession equipment - Leisure Services Department - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, ~~Procurement~~ Procurement Specialist

Date: March 19, 2018

Re: Leisure Services Department

Concession Stand Equipment

I have reviewed the quotes received on the above referenced item and find Hotel & Restaurant Supply, to be the lowest and best bid for a total amount of \$21,907.27

I have issued Purchase Order # 197755 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

**HOTEL RESTAURANT SUPPLY
MERIDIAN, MS**

DESCRIPTION	QTY	UNIT COST	EXT COST
Prep table with sink 60"x 30" stainless steel	1	\$ 478.44	\$ 478.44
Standard duty faucet deck mount	1	\$ 30.76	\$ 30.76
Three compartment sink stainless steel	1	\$ 629.00	\$ 629.00
T & S brass wall mount faucet	1	\$ 256.51	\$ 256.51
T & S brass wall bracket	1	\$ 30.24	\$ 30.24
T & S Brass add-on-faucet	1	\$ 68.03	\$ 68.03
Metro model 1848br 48"x 18" wire shelving	4	\$ 24.37	\$ 97.48
74 1/2 " post	4	\$ 8.96	\$ 34.76
Ice maker 48" air cooled self contained capacity #18	1	\$ 6,275.63	\$ 6,275.63
Ice bin 60" w hinged door top view window	1	\$ 2,942.97	\$ 2,942.97
Mega top sandwich/ salad prep refrigerator	1	\$ 1,369.90	\$ 1,369.90
Work table 36"x30" stainless steel	2	\$ 159.64	\$ 319.28
Work table stainless steel top	2	\$ 140.11	\$ 280.22
Wall mount shelf 48" X 16"	1	\$ 79.09	\$ 79.09
Free standing heat lamp	2	\$ 129.40	\$ 258.80
Steam table pan/ stainless steel 6 pack	2	\$ 8.43	\$ 16.86
Wire pan grate 10"x18"	2	\$ 3.43	\$ 6.86
Mobile heated cabinet	1	\$ 1,465.66	\$ 1,465.66
Ice bin 30" x18"	1	\$ 752.32	\$ 752.32
Electric counter top griddle	1	\$ 3,056.56	\$ 3,056.56
Equipment stand 36"x30" x24" heavy duty stainless	1	\$ 156.37	\$ 156.37
5" dia swivel casters	1	\$ 58.26	\$ 58.26
Wall mount hand sink 14"x 10"	1	\$ 99.11	\$ 99.11
Metro 1848BR wire shelving 48" x18"	32	\$ 24.37	\$ 779.84
74.5" super erecta post	32	\$ 8.69	\$ 278.08
Metro 1842BR 42" x 18" wire shelving	8	\$ 24.37	\$ 194.96
74p 74.5" post	8	\$ 8.69	\$ 69.52
Metro 1848NK 48"x18" wire shelving	16	\$ 31.82	\$ 509.12
63PK3 62 7/16" post	16	\$ 9.47	\$ 151.52
Metro 1842NK3 42" x 18" wire shelving	28	\$ 31.82	\$ 890.96
63PK3 62 7/16" post	28	\$ 9.47	\$ 265.16
			\$ -
Total			\$ 21,907.27

ALACK SUPERSTORE
HAMMOND, LA

DESCRIPTION	QTY	UNIT PRICE	EXT COST
Prep table with sink 60"x 30" stainless steel	1	\$ 1,600.00	\$ 1,600.00
Standard duty faucet deck mount	1	Included	
Three compartment sink stainless steel	1	\$ 950.00	\$ 950.00
T & S brass wall mount faucet	1	\$ 305.00	\$ 305.00
T & S brass wall bracket	1	\$ 36.00	\$ 36.00
T & S Brass add-on-faucet	1	\$ 81.00	\$ 81.00
Metro model 1848br 48"x 18" wire shelving	4	\$ 35.00	\$ 140.00
74 1/2 " post	4	\$ 12.25	\$ 49.00
Ice maker 48" air cooled self contained capacity #18	1	\$ 6,167.50	\$ 6,167.50
Ice bin 60" w hinged door top view window	1	\$ 3,020.90	\$ 3,020.90
Mega top sandwich/ salad prep refrigerator	1	\$ 2,900.00	\$ 2,900.00
Work table 36"x30" stainless steel	2	\$ 225.00	\$ 450.00
work table stainless steel top	2	\$ 225.00	\$ 450.00
Wall mount shelf 48" X 16"	1	\$ 81.25	\$ 81.25
Free standing heat lamp	2	\$ 116.00	\$ 232.00
Steam table pan/ stainless steel 6 pack	2	\$ 12.00	\$ 24.00
Wire pan grate 10"x18"	2	\$ 3.00	\$ 6.00
Mobile heated cabinet	1	\$ 2,175.00	\$ 2,175.00
Ice bin 30" x18"	1	\$ 1,100.00	\$ 1,100.00
Electric counter top griddle	1	\$ 3,000.00	\$ 3,000.00
Equipment stand 36"x30" x24" heavy duty stainless	1	\$ 450.00	\$ 450.00
5" dia swivel casters	1	\$ 225.00	\$ 225.00
Wall mount hand sink 14"x 10"	1	\$ 200.00	\$ 200.00
Metro 1848BR wire shelving 48" x18"	32	\$ 35.00	\$ 1,120.00
74.5" super erecta post	32	\$ 12.25	\$ 392.00
Metro 1842BR 42" x 18" wire shelving	8	\$ 28.50	\$ 228.00
74p 74.5" post	8	\$ 12.25	\$ 98.00
Metro 1848NK 48"x18" wire shelving	16	\$ 44.85	\$ 717.60
63PK3 62 7/16" post	16	\$ 13.35	\$ 213.60
Metro 1842NK3 42" x 18" wire shelving	28	\$ 38.44	\$ 1,076.40
63PK3 62 7/16" post	28	\$ 13.35	\$ 373.80
FREIGHT			\$ 300.00
TOTAL			\$28,162.05

ASSOCIATED FOOD EQUIPMENT SUPPLY
GULFPORT, MS

DESCRIPTION	QTY		
Prep table with sink 60"x 30" stainless steel	1	\$ 1,429.00	\$ 1,429.00
Standard duty faucet deck mount	1	\$ 119.00	\$ 119.00
Three compartment sink stainless steel	1	\$ 849.00	\$ 849.00
T & S brass wall mount faucet	1	\$ 269.00	\$ 269.00
T & S brass wall bracket	1	\$ 39.00	\$ 39.00
T & S Brass add-on-faucet	1	\$ 79.00	\$ 79.00
Metro model 1848br 48"x 18" wire shelving	4	\$ 39.00	\$ 156.00
74 1/2 " post	4	\$ 14.00	\$ 56.00
Ice maker 48" air cooled self contained capacity #1867	1	\$ 7,200.00	\$ 7,200.00
Ice bin 60" w hinged door top view window	1	\$ 3,500.00	\$ 3,500.00
Mega top sandwich/ salad prep refrigerator	1	\$ 4,900.00	\$ 4,900.00
Work table 36"x30" stainless steel	2	\$ 176.00	\$ 352.00
work table stainless steel top	2	\$ 279.00	\$ 558.00
Wall mount shelf 48" X 16"	1	\$ 159.00	\$ 159.00
Free standing heat lamp	2	\$ 99.00	\$ 198.00
Steam table pan/ stainless steel 6 pack	2	\$ 10.00	\$ 20.00
Wire pan grate 10"x18"	2	\$ 2.00	\$ 4.00
Mobile heated cabinet	1	\$ 2,029.00	\$ 2,029.00
Ice bin 30" x18"	1	\$ 949.00	\$ 949.00
Electric counter top griddle	1	\$ 2,840.00	\$ 2,840.00
Equipment stand 36"x30" x24" heavy duty stainless steel	1	\$ 269.00	\$ 269.00
5" dia swivel casters	1	\$ 180.00	\$ 180.00
Wall mount hand sink 14"x 10"	1	\$ 119.00	\$ 119.00
Metro 1848BR wire shelving 48" x18"	32	\$ 39.00	\$ 1,248.00
74.5" super erecta post	32	\$ 14.00	\$ 448.00
Metro 1842BR 42" x 18" wire shelving	8	\$ 39.00	\$ 312.00
74p 74.5" post	8	\$ 14.00	\$ 112.00
Metro 1848NK 48"x18" wire shelving	16	\$ 55.00	\$ 880.00
63PK3 62 7/16" post	16	\$ 16.00	\$ 256.00
Metro 1842NK3 42" x 18" wire shelving	28	\$ 55.00	\$ 880.00
63PK3 62 7/16" post	28	\$ 16.00	\$ 256.00
FREIGHT			\$ 550.00
TOTAL			\$ 31,215.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 03/23/2018

Subject: Letter - regarding quotes received by Purchasing for custom bleachers - Leisure Services Department - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist

Date: March 26, 2018

Re: Custom Bleachers-Sportsplex
Department of Leisure Services
Bids Received 03-23-18

I have reviewed the bids received on the above referenced item and find RI dba Seating Solutions to be the lowest and best bid received in the amount of \$38,910.00.

I have issued Purchase Order #198026 accordingly and respectfully request you make this a part of the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

PO#198026							
Quotes Received: 03/23/2018							
Customs Bleachers- Sportsplex							
	RI Inc. Commack, NY		Sport Systems Almonte, ON (Canada)		SOPA, Inc Little Rock, AK		
	Qty	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
4 row 21' long low rise welded portable bleachers, all aluminum, angle understructure w/6' rise & 24' rim single 2x10 footboards 2x12 clear anodized seat planks bleachers designed in accordance with IBC 2009 and ICC 300-2007 building codes	10	\$ 1,744.00	\$ 17,440.00	\$ 2,150.00	\$ 21,500.00	\$ 3,200.00	\$ 32,000.00
4 row 21' custom bleacher with 30" tread and 9" rise	3	\$ 4,652.00	\$ 13,956.00	\$ 5,325.00	\$ 15,975.00	\$ 3,200.00	\$ 9,600.00
Bleacher chairs maxius 30 choice of color	132	\$ 38.00	\$ 5,016.00	\$ 45.00	\$ 5,940.00	\$ 43.94	\$ 5,800.00
Bleacher chair aluminum hardware set for standard , XL Max 30	132	\$ 1.50	\$ 198.00	\$ 2.00	\$ 264.00		Included
Freight			\$ 2,300.00		\$ 2,500.00		\$ 2,200.00
			\$ 38,910.00		\$ 46,179.00		\$ 49,600.00
TOTALS							



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 03/23/2018

Subject: Letter - regarding quotes received by Purchasing for portable bench for dugouts -
Leisure Services Department - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist

Date: March 23, 2018

Re: Portable Benches-Sportsplex
Department of Leisure Services
Bids Received 03-23-18

I have reviewed the bids received on the above referenced item and find BSN Sports to be the lowest and best bid received in the amount of \$6,749.88.

I have issued Purchase Order #198027 accordingly and respectfully request you make this a part of the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

PO#198027									
Quotes Received: 03/23/2018									
Portable Benches- Sportsplex									
Description		Qty	BSN SPORTS Dallas, TX		Gopher Sport Minneapolis, MN		Beacon Athletics Middleton, WI		
			Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	
21' Portable bench with back 10" wide with ribbed no slip surface commercial grade outdoor use		12	\$ 562.49	\$ 6,749.88	\$ 761.71	\$ 9,140.52	\$ 985.00	\$ 11,820.00	
FREIGHT				Included		\$ 914.06		\$ 2,000.00	
TOTALS			\$0.00	\$ 6,749.88		\$ 10,054.58	\$ -	\$ 13,820.00	



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Terri Goad, Purchasing
Purchasing

Date: 03/23/2018

Subject:

Letter - regarding quotes received by Purchasing for kitchen equipment - Sportsplex - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: March 23, 2018

Re: Greaseless Fryer-Sportsplex Concession Stand
Department of Leisure Services
Bids Received 03-22-18

I have reviewed the bids received on the above referenced item and find Nola Restaurant Supply to be the lowest and best bid received in the amount of \$7,200.00.

I have issued Purchase Order #198008 accordingly and respectfully request you make this a part of the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

PO #				
Quotes Received: 03/22/2018				
Greaseless Fryer- Sportsplex				
Leisure Services				
		Nola Restaurant Supply	Associated Food Equipment	QNC, Inc.
		New Orleans, La.	Gulfport, Ms.	Dallas, Tx.
Description	Qty	Unit Price	Unit Price	Unit Price
Greaseless Fryer comparable to a a Quick and Crispy fryer GF5 must include *Electronic Controls (Fifteen Menu Operation) External Dimensions (H x W x D)* 25" x 29" x 21" (plus 4.25" overhang for air filtration cone) Cooking Basket (H x W x D)* 3" x 16.5" x 16.5"	1	\$ 6,995.00	\$ 7,050.00	\$ 7,270.00
FREIGHT		\$ 205.00	\$ 143.50	\$ 143.50
TOTALS		\$ 7,200.00	\$ 7,193.50	\$ 7,413.50



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Terri Goad, Purchasing
Purchasing

Date: 03/23/2018

Subject:

Letter - regarding quotes received by Purchasing for solid steel tables - Sportsplex - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: March 23, 2018

**Re: Solid Steel Tables-Sportsplex
Department of Leisure Services
Bids Received 03-22-18**

I have reviewed the bids received on the above referenced item and find Upbeat Inc. to be the lowest and best bid received in the amount of \$36,751.92.

I have issued Purchase Order #198013 accordingly and respectfully request you make this a part of the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

PO#198013							
Quotes Received: 03/22/2018							
Solid Steel Tables- Sportsplex							
		Upbeat Inc.		Moonshot Recreations		Anova	
		St. Louis, Mo.		Jackson, Ms.		St. Louis, Mo	
Description	Qty	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
46" diameter solid surface steel tops and steel slat contour seats are protected by a finish that won't rust, fade, peel, chip, crack, mold or mildew L1395S Fade-resistant powder coated steel frames 3 Attached sweivel style seat turns 90° to each side for easy entry and exit Table Top accommodates umbrella pole Pre-drilled holes for easy surface mounting Federally ADA-compliant when surface mounted*	4	\$1,932.00	\$7,728.00	\$ 1,966.72	\$ 7,866.88	\$ 2,195.00	\$ 8,780.00
Matching benches with backs 33"H x 28W x 76"L steel slats are protected by a finish that won't rust, fade, peel, chip, crack, mold or mildew L1360 Fade-resistant, powder coated cast iron bench ends and armrests feature a state-of-the-art primer proven to prevent rusting Thermal properties of plastisol make surfaces feel cooler in summer and warmer in winter Pre-drilled holes for easy surface mounting	6	\$ 990.00	\$ 5,940.00	\$ 1,008.00	\$ 6,048.00	\$ 1,125.00	\$ 6,750.00
40 gallon matching trash cans Steel slats are protected by a finish that won't rust, fade, peel, chip, crack, mold or mildew L1383BT Fade-resistant, powder coated steel tops Includes top, reusable plastic liner and adjustable rubber feet Tops include strap and hardware to secure it to the receptacle base	24	\$ 831.00	\$ 19,944.00	\$ 831.60	\$ 19,958.40	\$ 945.00	\$ 22,680.00

FREIGHT		\$ 3,139.92		\$ 3,390.14		\$ 2,975.00
TOTALS	\$3,753.00	\$36,751.92	\$ 3,806.32	\$ 37,263.42	\$ 4,265.00	\$ 41,185.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Terri Goad, Purchasing
Purchasing

Date: 03/14/2018

Subject: Letter - regarding quotes received by Purchasing for (1) Diamond C Trailer - Fire Department - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: March 14, 2018

**Re: Fire Department
Diamond C Trailer**

I have reviewed the quotes received on the above referenced item and find **Affordable Trailer Sales** to be the lowest and best bid for a total amount of \$3,834.00.

I have issued Purchase Order # 197854 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

PO # 197854				
Quotes Received: 03/14/18				
Fire Department				
DIAMOND C TRAILER	Affordable Trailer Sales Gulfport, Ms.	Marty's Trailer Sales Gulfport, Ms.	GOT Gear Motorsports Ridgeland, Ms.	
Description				
AXLES-7000LB X 2				
TIRES -235 /80 / R16				
FLOOR - TREATED 2 X 8				
JACK-7000 LB				
MAIN FRAME - 5 IN CHANNEL				
TONGUE - 6 IN CHANNEL				
COUPLER - 2 5/16 CAST ADJUSTABLE				
TOP RAIL - 3 IN TUBE				
SPARE MOUNT - NO SPARE TIRE INCLUDED				
FLUSH FLOOR				
SLIDE IN RAMPS				
CROSS MEMBRES - 3 IN CHANNEL				
PAINT & PRIMED-AUTOMATIVE PAINT				
PIN STRIPE				
ALL DOT LIGHTING LEDS				
DOT TAPE TO LEGAL SPECS				
BREAKAWAY KIT W/ CHARGER				
TITLE FEE		\$ 32.00		
TOTALS	\$ 3,834.00	\$ 4,217.00	\$ 4,394.00	



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 03/20/2018

Subject: Legal Notice - advertisement for bids for Downtown Streetscape Improvements Project - Phase 3.

Recommendation:

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Linda Elias, Finance

Wayne Miller, P.E., Public Works

From: Kris Riemann, P.E.

Date: 3/19/18

Re: Request Authority to Advertise for Bids

- Downtown Streetscape Improvements Project, Phase 3

I request authority to advertise for bids for the referenced project, with bids to be received on May 10, 2018. Attached is a copy of the Advertisement for Bids.

The project includes demolition of existing pavements, construction of new sidewalks, new street lighting, irrigation and landscaping in the area of 15th Street south to Highway 90 between 20th Avenue to 23rd Avenue.

The project is funded by a Community Development Block Grant. The firm of Brown, Mitchell and Alexander, Inc. has completed the Engineering design and will oversee the inspection.

Please place this item on the April 3, 2018 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments: 1. Advertisement

**Downtown Streetscape Improvements Project, Phase III
Gulfport, Mississippi**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the Downtown Streetscape Improvements Project, Phase III will be received by the City of Gulfport, at the office of the Procurement Department located at 1410 24th Avenue, Hardy Building, 2nd Floor, Gulfport, MS 39501 until 10:00 a.m. local time on May 10, 2018, at which time the Bids received will be publicly opened and read. The Project consist of demolition of existing pavements, construction of new sidewalks, new street lighting, irrigation and landscaping.

Bids will be received from a single prime Contractor. Bids shall be on a unit price basis, with additive alternate bid items as indicated in the Bid Form and bid award will be to the lowest and best bid submitted.

This Issuing Office for the Bidding Documents is Brown, Mitchell & Alexander, Inc., 401 Cowan Road, Suite A, Gulfport, MS 39507, (228) 864-7612. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Monday through Thursday (between the hours of 7:30 A.M. and 5:30 P.M.) and Friday (between the hours of 8:00 A.M. and Noon). Copies of the Bidding Documents may be obtained from the Issuing Office as described below.

Bidding documents are being made available via paper copy or pdf for a charge of \$175.00 (hard copy) or \$87.50 (CD). Plan holders are required to log-in or register for an account at www.bmaprojects.com to view and order Bidding Documents. All plan holders are required to have a valid email address for registration. The cost for the bidding documents is non-refundable and must be purchased through the website. For questions regarding website registration and online orders please contact Plan House Printing at (228) 248-0181.

"The City of Gulfport now offers Electronic Bidding. Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814."

The date that the Bidding Documents are transmitted by the Issuing Office will be considered the prospective Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda, if any, obtained from sources other than the Issuing Office.

A pre-bid conference will be held at 10:00 a.m., local time on April 25, 2018 at Gulfport Engineering Department, 4050 Hewes Avenue, Gulfport, MS 39507. Attendance at the pre-bid conference is highly encouraged but is not mandatory.

Bid security shall be furnished in accordance with the Instruction to Bidders.

For bids exceeding \$50,000.00, Bidder must indicate his Certificate of Responsibility Number on the outside of sealed proposal as required by Mississippi Law. Effective July 1, 2010; Per MS Code 31-3-21(3); any bid submitted by a nonresident contractor which does not include the nonresident contractor's current state law pertaining to such state's treatment of nonresident contractors, shall be rejected and not considered for award. If no such law exists in the non-resident contractor's state, then the non-resident contractor may provide a statement to that effect.

This project is funded fully or partially with Federal funds provided through Mississippi Development Authority, utilizing Supplemental Community Development Block Grant Funds from the Department of Housing and Urban Development; the successful bidder must comply with all applicable federal, state and local requirements contained in the Contract Documents, including but not limited to Section 3, Davis-Bacon Federal Wage Regulations, E-Verify, etc., as identified in the bid proposal packet as "HUD

Contract Provisions for Construction Contracts". All Women and Minority and Section 3 Contractors are encouraged to apply.

Section 3: This project is covered by the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) ("Section 3"). Section 3 requires that when employment or contracting opportunities are generated by HUD-funded projects, preference is given to low to very low-income persons and businesses residing in the community where the project is located. Section 3 businesses are encouraged to submit a bid as any responsive, responsible bidder that qualifies as a Section 3 Business Concern will be given a preference during evaluation. A bidder selected for this Project will be responsible for ensuring compliance with all Section 3 requirements including, but not limited to, the hiring and contracting decisions made on the Project.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

The Owner reserves the right to waive any informalities or to reject any or all bids.

Published by order of the Gulfport City Council; this the 3rd day of April, 2018.

Publish Dates:

April 10, 2018

April 17, 2018



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 03/23/2018

Subject: Legal Notice - advertisement for RFP's for Security Guard Services for the City of Gulfport.

Recommendation:

**Request for Proposal for
Security Guard Services Armed and Unarmed
City of Gulfport, MS**

The City of Gulfport intends to employ individuals and/or qualified firms to represent the city of Gulfport by providing Professional Security Guard Services at the Gulfport Municipal Court and on an as needed basis.

Delivery of Proposal – One (1) original, three (3) copies and one (1) digitally converted copy of the completed proposal must be received at the Procurement Office, 1410 24th Avenue, Gulfport, MS 39501, no later than 4:00 pm local time on May 11, 2018 at which time the proposals will be delivered to a selection committee. Proposals shall be identified as **RFP for Security Guard Services**. Proposals received after the date and time stated above will be returned unopened. Faxed proposals are not acceptable.

Packages may be obtained at the Procurement Office, 1410 24th Avenue, Gulfport, MS 39501. All inquiries should be directed in writing to Procurement Manager, at same address or via e-mail at cdebenport@gulfport-ms.gov, no later than seven (7) days prior to the opening date of the proposal.

“The City of Gulfport now offers Electronic Bidding. Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.”

Proposals may be held by the City of Gulfport, Mississippi, for a period not to exceed ninety (90) days from the date of receipt of proposal.

The selection committee will review each proposal based on the grading criteria published in the RFP document and will assist the City’s governing authority in evaluating the submissions and assessing the most qualified. The governing authority retains the ultimate authority in making these determinations. The committee may develop a short list from which interview will be scheduled and evaluation will be based in part on review of ONLY the data submitted in response to the request for Qualifications. Upon final selection(s) and a determination made by the City’s governing authority, written contracts may be awarded to the individual(s)/firm(s) whose proposal is determined by the governing authority to be the most qualified.

The City of Gulfport reserves the right to reject any and all proposals and to discontinue contract execution with any party at any time prior to final contract execution. The City of Gulfport is an equal opportunity employer.

Direct contact with any city employee, including the Governing Authority on the subject of this proposal is strictly forbidden. Violation of the paragraph will result in disqualification of your submission.

Ad Dates: 04-06-18 & 04-13-18

Send Invoice & Proof of Publication to: Connie Debenport, CPPB
Purchasing Manager
City of Gulfport
P. O. Box 1780
Gulfport, MS 39502-1780