



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, April 17, 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 / Appointment

- 1 Approval of minutes - for April 3, 2018.

Code Enforcement / Planning

- 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 Certificate of Resubdivision - resubdivision into two parcels zoned R-2 (Single-family): located north of Bernard Bayou, south of and adjacent to Sundown Drive, east of Carl Legett Road, and west of and adjacent to Cowan-Lorraine Road - Case # 1803PC032 - Ward 4.

Resolutions / Requests

- 4 Resolution - approving Supplemental Agreement #4 with Huey Stockstill, Inc. for construction on the 28th Street Improvements Project and authorizing the Mayor to execute the same.
- 5 Resolution - declaring real property to be surplus, approving Lease Agreement with

Pop Brothers, LLC, for the rental of surplus municipal property at 1501 25th Avenue, and authorizing the Mayor to execute the same.

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

Budget Amendments / Docket of Claims

- 7 Budget Amendment #30 - to increase funds, within the Police Department, received as a result of a forfeiture.
- 8 Budget Amendment #31 - to transfer funds within Leisure Services Department for completion of the softball field expansion at the Gulfport Sportsplex.
- 9 Docket of Claims- to be approved through April 18, 2018.

Routine Agenda

- 10 Resolution - awarding bids for lot clean-ups and/or demolitions.
- 11 Letter - regarding bid awarded by Purchasing for 32 HP to 40 HP Pump - Water & Sewer Department - to be made a part of the minutes.
- 12 Letter - requesting approval to advertise for fiscal year 2018 CDBG and HOME Programs open application period for public service agencies programs and proposed project and 30 day public draft and public notice.

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: Brittany Rodgers, Deputy Clerk of Council
City Council

Date: 04/09/2018

Subject: Approval of minutes - for April 3, 2018.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 04/06/2018

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: April 6, 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 17th day of April, 2018.

Please place the attached item on the Council agenda for
April 17, 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: April 6, 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 17th day of April, 2018, to the City Council:

WARD 1

Parcel 1: 0711J-07-058.000. Lots 14-15, Blk. 6, Gaston Point Add. - Woodward Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Brooks)

WARD 2

Parcel 2: 0711O-04-051.000. Lot 13, Anderson & Stewart Add. - 802 Mills Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Denman & Graison)

Parcel 3: 0711I-01-063.000. Lot 17, Blk. 8, Hungerford – 1230 37th Avenue. Remove/relocate storage structures. (Alfred)

Parcel 4: 0811L-04-120.000. E 97.5 Ft. of Lots 10-11, Blk. 194, Original Gulfport - 1225 31st Avenue. Make necessary repairs, replace missing boards and paint. (BPF LLC)

Parcel 5: 0811A-04-095.000. Lot 8 & N 1/2 of Lot 9, Blk. 12, Broad Acres – 2612 Joan Avenue. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Palazzo)

Parcel 6: 0911A-02-065.000. 249 Church Avenue. Demolish all structure(s) to include any steps, slabs, or sidewalks from site. (Ziegler Jr.)

WARD 3

Parcel 7: 0811B-04-043.000. Lots 27-28, Blk. 32, Arlington Heights Add. - 2328 17th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Sullivan)

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 17th 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: 0711J-07-058.000. Lots 14-15, Blk. 6, Gaston Point Add. - Woodward Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Brooks)
- Parcel 2: 0711O-04-051.000. Lot 13, Anderson & Stewart Add. - 802 Mills Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Denman & Graison)
- Parcel 3: 0711I-01-063.000. Lot 17, Blk. 8, Hungerford – 1230 37th Avenue. Remove/relocate storage structures. (Alfred)
- Parcel 4: 0811L-04-120.000. E 97.5 Ft. of Lots 10-11, Blk. 194, Original Gulfport - 1225 31st Avenue. Make necessary repairs, replace missing boards and paint. (BPF LLC)
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- Parcel 6: 0911A-02-065.000. 249 Church Avenue. Demolish all structure(s) to include any steps, slabs, or sidewalks from site. (Ziegler Jr.)
- Parcel 7: 0811B-04-043.000. Lots 27-28, Blk. 32, Arlington Heights Add. - 2328 17th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Sullivan)

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: Greg Holmes, Planning Administrator
Urban Development Department

Date: April 6, 2018

Re: Resubdivision 1803PC032:

Jacques Pucheu, agent for 9P Holding, LLC, property owner, requests to divide the 3.79 acre tax parcel 1010D-01-008.001 into two parcels zoned R-2 (Single-family): located north of Bernard Bayou, south of and adjacent to Sundown Drive, east of Carl Legett Road, and west of and adjacent to Cowan-Lorraine Road, in Ward 4.

Planning Commission recommendation: To Approve

Motion: Mr. Ladner

Second: Mr. Jones

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Yea
COLETTE TOWLES	– Yea
VIRGINIA ADOLPH	– Yea
CHARLIE HEWES	– Yea
EVERETTE LADNER	– Yea
BJ SELLERS	– Yea
WM. PRINCE JONES	– Yea
DOUG HANCOCK	– Absent
JOHN ANTHONY	– Absent
LANE HANSARLING	– Yea

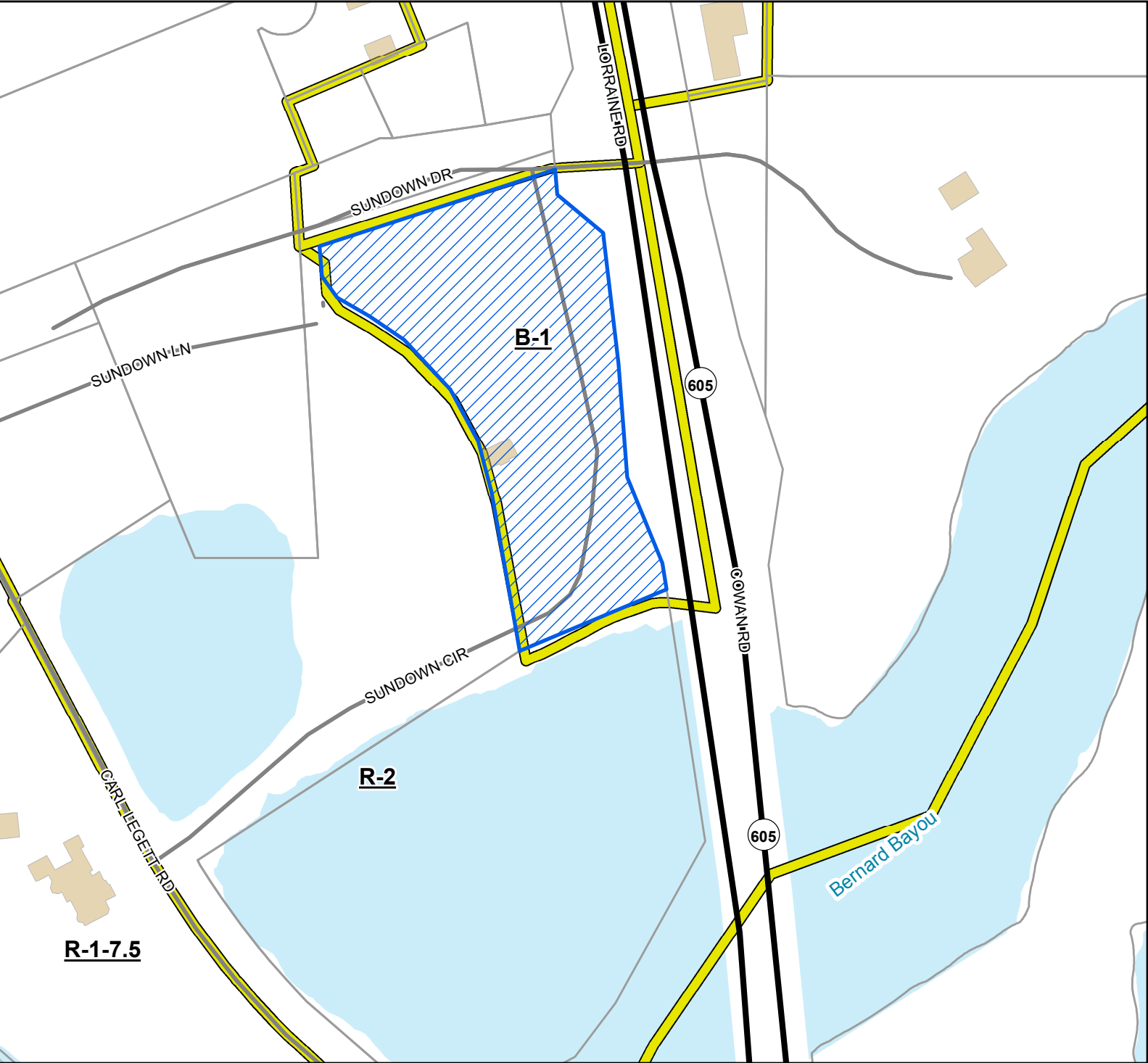
Action: Motion carried unanimously

Speaking for the Petition: Greg Holmes

Speaking against the Petition: None

On March 22, 2018 the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for April 17, 2018.

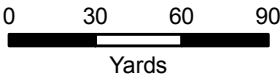


Legend

- Site
- US or State Highway
- Street
- Parcels
- Buildings
- Zoning
- Water Features

Site Information

1010D-01-008.001
Zoning: B-1
(Neighborhood Business)
Size: 3.79 acres
Flood: AE, 0.2% Annual



1 inch = 200 feet



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

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 1803PC032

Hearing Date: March 22, 2018

Current Zoning/Use: R-2 / Single-family structure

Legal: Jacques Pucheu, agent for 9P Holding, LLC, property owner, requests to divide the 3.79 acre tax parcel 1010D-01-008.001 into two parcels zoned R-2 (Single-family): located north of Bernard Bayou, south of and adjacent to Sundown Drive, east of Carl Legett Road, and west of and adjacent to Cowan-Lorraine Road, in Ward 4.

TECHNICAL DETAILS

The applicant is requesting to divide the parent tax parcel containing 4.011 acres into two new parcels: Lot "1" with 2.367 acres, and Lot "2" with 1.641 acres. This original parcel was itself created from a resubdivision in 2015 (case 1511PC089). One single-family home was previously on this property, but it was demolished in 2012. An additional, seemingly also single-family, structure has remained despite the previous demolition, though it is unclear whether this building will remain or if there are plans to demolish it as well. The proposed parcels meet all zoning requirements of area, proportions, and setbacks for resubdivision.

The Gulfport Subdivision Regulations require that:

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

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

Any approval should consider these conditions:

1. Buildings being placed in the 100 year floodplain must meet the City of Gulfport's floodplain ordinance and all current building codes

Technical Report

Resubdivision

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated 15 March 2018.

Public Works: No conditions. Memo dated 15 March 2018.

Traffic and Safety: No conditions. Memo dated 13 March 2018.

Building Code Services: A large portion of this parcel is located in the 100 year floodplain. Buildings being placed in the 100 year floodplain must meet the City of Gulfport's floodplain ordinance and all current building codes. Memo dated 6 March 2018.

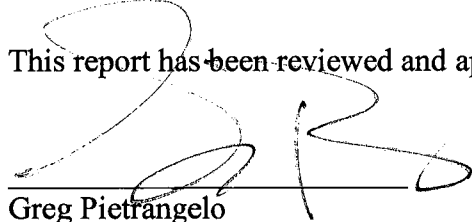
GIS: No conditions. Memo dated 13 March 2018.

Police Department: No conditions. Memo dated 6 March 2018.

Fire Department: No conditions. Memo dated 14 March 2018.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department

\$185.00



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

For Staff Use Only

Case File #: 1803PC.032Date Received: 2/6/2018Receipt #: 8831185Received By: M. J. L.

Zoning: _____

Ward: * _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

TAX PARCEL #

1	0	1	0	D

 -

0	1

 -

0	0	8

 .

0	0	1

Address of Property Involved: 11301 Sundown Cr Gpt 39503

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

General Location: South of 8933 Lorraine Road Along Hwy 605 to the water**GENERAL DESCRIPTION OF REQUEST:**

Subdivide 4.011 acres into 2 parcels
2.367 acres and 1.644 acres

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

9P HOLDING, LLC
Printed Name Of Owner
PO Box 10080

GULFPORT MS 39505
Mailing Address

228 832-1845 / 760-3773
City State Zip code

JACQUES@Edgeg.com
Home Phone Work/Cell Phone

JACQUES@Edgeg.com
Email

[Signature]
Signature Of Owner

Jacques Puckett
Printed Name Of Agent
P.O. Box 10080

Gulfport MS 39505
Mailing Address

228-760-3773
City State Zip code

JACQUES@Edgeg.com
Home Phone Work/Cell Phone

JACQUES@Edgeg.com
Email

[Signature]
Signature Of Agent

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



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

Q P HOLDING LLC
PO BOX 10080 Gulfport, MS

RE: TAX PARCELS 1010D-01-008.001 AND
1010D-01-007.000

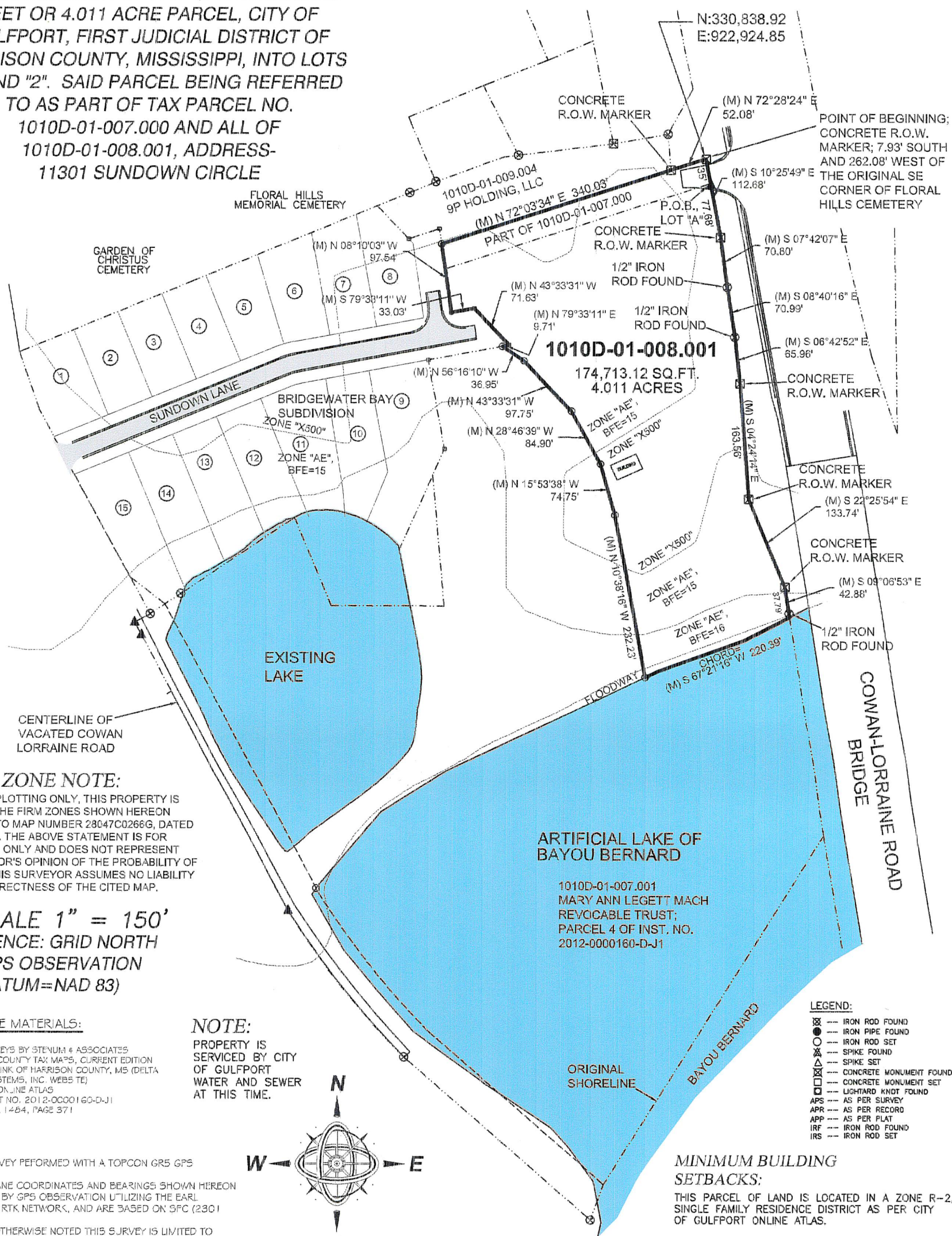
The above referenced parcels are undeveloped land and there are no restrictive covenants that would hinder the resubdivision of this land into smaller lots.

Jacques Tucker
Managing Member
Q P Holding, LLC



Notary Brenda S Chapman

A RESUBDIVISION OF A 174,713.12 SQUARE FEET OR 4.011 ACRE PARCEL, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "1" AND "2". SAID PARCEL BEING REFERRED TO AS PART OF TAX PARCEL NO. 1010D-01-007.000 AND ALL OF 1010D-01-008.001, ADDRESS- 11301 SUNDOWN CIRCLE



FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN THE FIRM ZONES SHOWN HEREON ACCORDING TO MAP NUMBER 28047C0266G, DATED JUNE 16, 2009. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

SCALE 1" = 150'
REFERENCE: GRID NORTH
BY GPS OBSERVATION
(DATUM=NAD 83)

REFERENCE MATERIALS:

- 1.) PRIOR SURVEYS BY STENUM & ASSOCIATES
- 2.) HARRISON COUNTY TAX MAPS, CURRENT EDITION
- 3.) PROPERTY LINK OF HARRISON COUNTY, MS (DELTA COMPUTER SYSTEMS, INC. WEBS TE)
- 4.) GULFPORT ONLINE ATLAS
- 5.) INSTRUMENT NO. 2012-0000160-D-J1
- 6.) DEED BOOK 1464, PAGE 371

NOTES:

- 1.) FIELD SURVEY PERFORMED WITH A TOPCON GR5 GPS RECEIVER.
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SFC (2301 M5 E).
- 3.) 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.
- 4.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

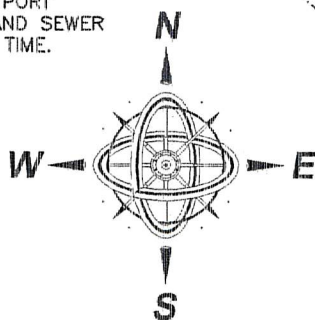
CLIENT: 9P HOLDING, LLC
DATE OF FIELD SURVEY:
2/5/2018
DRAWN BY: CAC
JOB NUMBER: 15339.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

NOTE:

PROPERTY IS SERVICED BY CITY OF GULFPORT WATER AND SEWER AT THIS TIME.

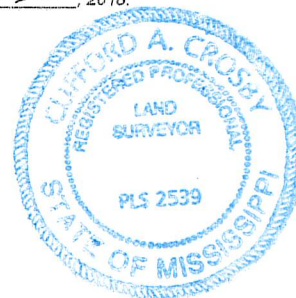


SURVEYOR'S CERTIFICATE

I, CLIFFORD A. CROSBY, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT ALL MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER DATA SHOWN ARE CORRECT. I ALSO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI".

WITNESS MY SIGNATURE AND SEAL THIS 5th DAY OF FEB., 2018.

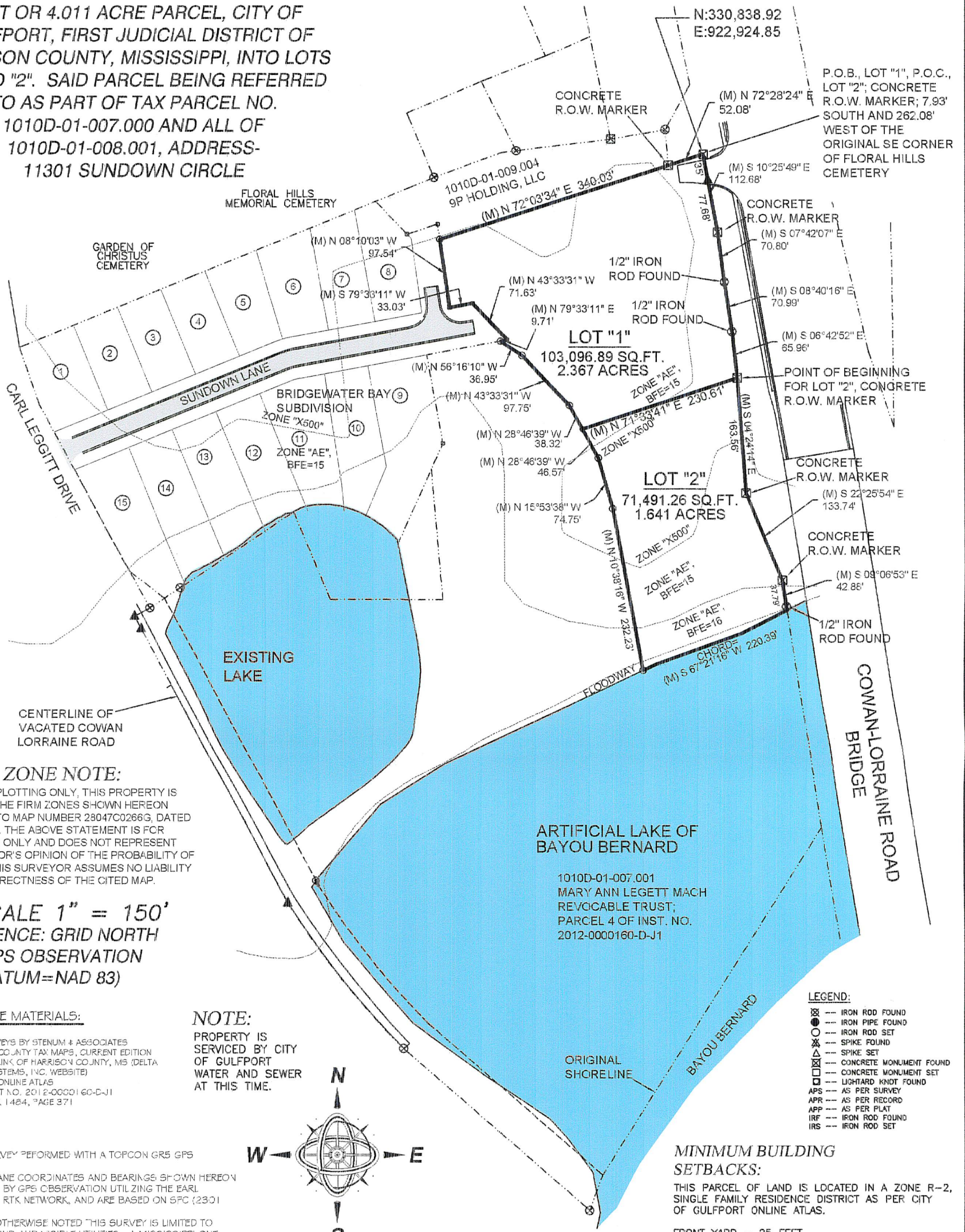
CLIFFORD A. CROSBY, MS PLS NO. 2539



GPS OBSERVATION NOTE

DATE OF FIELD WORK: 10/5/2015
TOPCON GR-5 RECEIVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

A RESUBDIVISION OF A 174,713.12 SQUARE FEET OR 4.011 ACRE PARCEL, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "1" AND "2". SAID PARCEL BEING REFERRED TO AS PART OF TAX PARCEL NO. 1010D-01-007.000 AND ALL OF 1010D-01-008.001, ADDRESS- 11301 SUNDOWN CIRCLE



FLOOD ZONE NOTE:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN THE FIRM ZONES SHOWN HEREON ACCORDING TO MAP NUMBER 28047C0266G, DATED JUNE 16, 2009. THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING. THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP.

SCALE 1" = 150'
REFERENCE: GRID NORTH
BY GPS OBSERVATION
(DATUM=NAD 83)

REFERENCE MATERIALS:

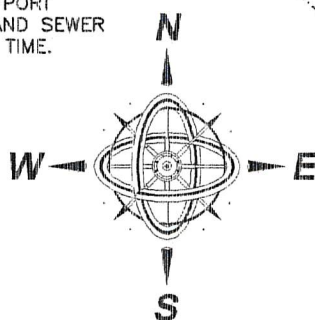
- 1.) PRIOR SURVEYS BY STENUM & ASSOCIATES
- 2.) HARRISON COUNTY TAX MAPS, CURRENT EDITION
- 3.) PROPERTY LINK OF HARRISON COUNTY, MS (DELTA COMPUTER SYSTEMS, INC. WEBSITE)
- 4.) GULFPORT ONLINE ATLAS
- 5.) INSTRUMENT NO. 2012-0000160-D-J1
- 6.) DEED BOOK 1484, PAGE 371

NOTES:

- 1.) FIELD SURVEY PERFORMED WITH A TOPCON GR5 GPS RECEIVER.
- 2.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY GPS OBSERVATION UTILIZING THE EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SFC (2301 MS E).
- 3.) 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.
- 4.) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.

NOTE:

PROPERTY IS SERVICED BY CITY OF GULFPORT WATER AND SEWER AT THIS TIME.



SURVEYOR'S CERTIFICATE

I, CLIFFORD A. CROSBY, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT ALL MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER DATA SHOWN ARE CORRECT. I ALSO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI".

WITNESS MY SIGNATURE AND SEAL THIS 5th DAY OF FEB, 2018.

CLIFFORD A. CROSBY, MS PLS NO. 2539



GPS OBSERVATION NOTE

DATE OF FIELD WORK: 10/5/2015
TOPCON GR-5 RECEIVER WAS USED FOR GPS OBSERVATION, UTILIZING THE EARL DUDLEY, INC. REAL-TIME NETWORK

CLIENT: 9P HOLDING, LLC
DATE OF FIELD SURVEY:
2/5/2018
DRAWN BY: CAC
JOB NUMBER: 15339.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

A RESUBDIVISION OF A 174,713.12 SQUARE
FEET OR 4.011 ACRE PARCEL, CITY OF
GULFPORT, FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI, INTO LOTS
"1" AND "2". SAID PARCEL BEING REFERRED
TO AS PART OF TAX PARCEL NO.
1010D-01-007.000 AND ALL OF
1010D-01-008.001, ADDRESS-
11301 SUNDOWN CIRCLE

NOTE:

PROPERTY IS
SERVICED BY CITY
OF GULFPORT
WATER AND SEWER
AT THIS TIME.

BOUNDARY NOTE:

BOUNDARY SURVEYS ARE BASED UPON
THE RECORDED SUBDIVISION PLAT IN
CASES OF REGULAR SUBDIVISIONS LOTS.
BOUNDARY SURVEYS OF PROPERTIES NOT
A PART OF A REGULAR SUBDIVISION ARE
BASED UPON TITLE INFORMATION PROVIDED
BY THE PARTY REQUESTING THE SURVEY.
BOUNDARY SURVEY PLATS REFLECT
INFORMATION DISCOVERED BY THE
SURVEYOR IN THE NORMAL COURSE OF
WORK AND DOES NOT NECESSARILY SHOW
EVERY POSSIBLE CONDITION AFFECTING THE
PROPERTY. EASEMENTS, SERVITUDES,
BUILDING ORDINANCES, ZONING, AND
OTHER LEGAL ENCUMBERMENTS MAY EXIST.
CONSULT A TITLE ATTORNEY IF YOU WISH
TO DISCOVER ALL THE LEGAL
ENCUMBERMENTS ATTACHED TO ANY
PROPERTY.

CLIENT: 9P HOLDING, LLC
DATE OF FIELD SURVEY:
2/5/2018
DRAWN BY: CAC
JOB NUMBER: 15339.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS

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

GENERAL NOTES:

- 1.) THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED
BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
- 2.) THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE AS SHOWN
HEREON ACCORDING TO MAP NUMBER 28047C0266G
DATED JUNE 16, 2009.
- 3.) BEARINGS SHOWN HEREON ARE DERIVED BY:
GRID NORTH BY GPS OBSERVATION, ALL LINES RELATIVE TO.
- 4.) THIS SURVEY MEETS MISSISSIPPI MINIMUM REQUIREMENTS FOR
A CLASS "B" SURVEY.
- 5.) THIS SURVEY AND PLAT WERE PREPARED ONLY FOR THE
CLIENT NAMED HEREON AND NO THIRD PARTY CERTIFICATION IS
EXPRESSED OR IMPLIED.
- 6.) A COPY OF THIS PLAT IS VALID ONLY IF IT IS COMPLETE
AND INTACT, HAS AN ORIGINAL SIGNATURE AND DATE, AND HAS
THE ORIGINAL EMBOSSED OR COLORED (NOT BLACK) STAMPED
SURVEYOR'S SEAL.

**GPS OBSERVATION
NOTE**

DATE OF FIELD WORK: 10/5/2015
TOPCON GR-5 RECIEVER WAS
UTILIZED FOR GPS OBSERVATION,
UTILIZING THE EARL DUDLEY, INC.
REAL-TIME NETWORK

RECORD DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 7
SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY,
MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE RIGHT-OF-WAY MARKER FOUND ON THE WEST MARGIN OF
COWAN-LORRAINE ROAD, SAID MARKER BEING 262.08 FEET WEST AND 7.93 FEET SOUTH OF AN IRON PIPE
FOUND AT THE ORIGINAL SOUTHEAST CORNER OF THE FLORAL HILLS MEMORIAL CEMETERY, SAID MARKER
HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST ZONE, NAD83 IN FEET) NORTH 330838.92,
EAST 922924.85; THENCE ALONG SAID WEST MARGIN OF COWAN-LORRAINE ROAD, S10°25'49"E 35.00' TO
THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S10°25'49"E 77.68' TO A
CONCRETE RIGHT-OF-WAY MARKER FOUND; THENCE FURTHER ALONG SAID WEST MARGIN, S07°42'07"E
70.80' TO AN IRON ROD FOUND; THENCE FURTHER ALONG SAID WEST MARGIN, S08°40'16"E 70.99' TO AN
IRON ROD FOUND; THENCE FURTHER ALONG SAID WEST MARGIN, S06°42'52"E 65.96' TO A CONCRETE
RIGHT-OF-WAY MARKER FOUND; THENCE FURTHER ALONG SAID WEST MARGIN, S04°24'14"E 163.56' TO A
CONCRETE RIGHT-OF-WAY MARKER FOUND; THENCE FURTHER ALONG SAID WEST MARGIN, S22°25'54"E
133.74' TO A CONCRETE RIGHT-OF-WAY MARKER FOUND; THENCE FURTHER ALONG SAID WEST MARGIN,
S09°06'53"E 42.88' TO THE NORTH MARGIN OF AN ARTIFICIAL LAKE OF BAYOU BERNARD; THENCE ALONG
SAID NORTH MARGIN IN A SOUTHWESTERLY DIRECTION TO A POINT BEING S67°21'16"W 220.39'; THENCE
N10°38'16"W 232.23'; THENCE N15°53'38"W 74.75'; THENCE N28°46'39"W 84.90'; THENCE N43°33'31"W 97.75';
THENCE N56°16'10"W 60.01'; THENCE N60°10'20"W 53.78'; THENCE N36°26'58"W 38.71'; THENCE N04°53'21"W
43.54'; THENCE N72°04'11"E 400.14' TO THE POINT OF BEGINNING,

AND ALSO,

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY WHICH LIES EAST OF BRIDGEWATER BAY
SUBDIVISION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30,
TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON
COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE RIGHT-OF-WAY MARKER FOUND ON THE WEST MARGIN OF
COWAN-LORRAINE ROAD, SAID MARKER BEING 262.08 FEET WEST AND 7.93 FEET SOUTH OF AN IRON PIPE
FOUND AT THE ORIGINAL SOUTHEAST CORNER OF THE FLORAL HILLS MEMORIAL CEMETERY, SAID MARKER
HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST ZONE, NAD83 IN FEET) NORTH 330838.92,
EAST 922924.85; THENCE S72°28'24"W 52.08' TO A CONCRETE RIGHT-OF-WAY MARKER FOUND; THENCE
S72°03'34"W 380.44' TO AN IRON ROD FOUND AT THE NORTHEAST CORNER OF PROPERTY OF HAYS;
THENCE ALONG THE EAST LINE OF SAID PROPERTY, S04°53'21"E 499.52' TO AN IRON ROD FOUND AT THE
SOUTHEAST CORNER OF SAID PROPERTY; THENCE ALONG THE SOUTH LINE OF SAID PROPERTY,
N89°51'04"W 159.53' TO THE SOUTHWEST CORNER OF SAID PROPERTY LYING IN A LAKE; THENCE ALONG
THE WEST LINE OF SAID PROPERTY, N22°43'27"W 134.21' TO AN IRON ROD FOUND AT THE SOUTHEAST
CORNER OF PROPERTY OF DAVIS, SAID IRON ROD LYING ON THE NORTH MARGIN OF A LAKE; THENCE
ALONG THE SOUTH LINE OF PROPERTY OF DAVIS, S56°32'24"W 246.06' TO AN IRON ROD FOUND; THENCE
S61°55'12"W 24.94' TO A MAG. NAIL FOUND IN ASPHALT ON THE CENTERLINE OF THE VACATED OLD
COWAN-LORRAINE ROAD; THENCE ALONG SAID CENTERLINE, S27°50'27"E 20.09' TO A MAG. NAIL FOUND IN
ASPHALT; THENCE FURTHER ALONG SAID CENTERLINE, S28°17'56"E 442.09' TO A MAG. NAIL FOUND IN
ASPHALT; THENCE ALONG A CURVE OF SAID CENTERLINE TO THE LEFT, HAVING A RADIUS OF 1182.95', AN
ARC LENGTH OF 263.76' AND A CHORD BEARING AND DISTANCE OF S38°35'49"E 263.22' TO AN IRON ROD
FOUND; THENCE FURTHER ALONG SAID CENTERLINE, S49°01'14"E 349.25' TO AN IRON ROD FOUND; THENCE
ALONG THE ORIGINAL SHORELINE OF BAYOU BERNARD IN A NORTHEASTERLY DIRECTION TO A POINT
LYING ON THE FORMER RIGHT-OF-WAY OF OLD COWAN-LORRAINE ROAD, BEING N20°09'36"E 53.49';
THENCE ALONG SAID FORMER RIGHT-OF-WAY, N49°01'14"W 328.46'; THENCE ALONG A CURVE OF SAID
FORMER RIGHT-OF-WAY TO THE RIGHT, HAVING A RADIUS OF 1132.95', AN ARC LENGTH OF 249.18' AND A
CHORD BEARING AND DISTANCE OF N38°35'44"W 248.68'; THENCE FURTHER ALONG SAID FORMER
RIGHT-OF-WAY, N28°17'56"W 7.28' TO THE NORTH MARGIN OF AN ARTIFICIAL LAKE OF BAYOU BERNARD;
THENCE ALONG SAID NORTH MARGIN IN A NORTHEASTERLY DIRECTION TO A POINT BEING N57°14'15"E
551.83'; THENCE N10°38'16"W 232.23'; THENCE N15°53'38"W 74.75'; THENCE N28°46'39"W 84.90'; THENCE
N43°33'31"W 97.75'; THENCE N56°16'10"W 60.01'; THENCE N60°10'20"W 53.78'; THENCE N36°26'58"W 38.71';
THENCE N04°53'21"W 43.54'; THENCE N72°04'11"E 400.14' TO THE WEST MARGIN OF COWAN-LORRAINE
ROAD; THENCE ALONG SAID WEST MARGIN, N10°25'49"W 35.00' TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PROPERTY THAT LIES WITHIN BRIDGEWATER BAY SUBDIVISION, CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

A RESUBDIVISION OF A 174,713.12 SQUARE
FEET OR 4.011 ACRE PARCEL, CITY OF
GULFPORT, FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI, INTO LOTS
"1" AND "2". SAID PARCEL BEING REFERRED
TO AS PART OF TAX PARCEL NO.
1010D-01-007.000 AND ALL OF
1010D-01-008.001, ADDRESS-
11301 SUNDOWN CIRCLE

GPS OBSERVATION NOTE

DATE OF FIELD WORK: 10/5/2015
TOPCON GR-5 RECEIVER WAS
USED FOR GPS OBSERVATION,
UTILIZING THE EARL DUDLEY, INC.
REAL-TIME NETWORK

NOTE:
PROPERTY IS
SERVICED BY CITY
OF GULFPORT
WATER AND SEWER
AT THIS TIME.

BOUNDARY NOTE:

BOUNDARY SURVEYS ARE BASED UPON
THE RECORDED SUBDIVISION PLAT IN
CASES OF REGULAR SUBDIVISIONS LOTS.
BOUNDARY SURVEYS OF PROPERTIES NOT
A PART OF A REGULAR SUBDIVISION ARE
BASED UPON TITLE INFORMATION PROVIDED
BY THE PARTY REQUESTING THE SURVEY.
BOUNDARY SURVEY PLATS REFLECT
INFORMATION DISCOVERED BY THE
SURVEYOR IN THE NORMAL COURSE OF
WORK AND DOES NOT NECESSARILY SHOW
EVERY POSSIBLE CONDITION AFFECTING THE
PROPERTY. EASEMENTS, SERVITUDES,
BUILDING ORDINANCES, ZONING, AND
OTHER LEGAL ENCUMBERMENTS MAY EXIST.
CONSULT A TITLE ATTORNEY IF YOU WISH
TO DISCOVER ALL THE LEGAL
ENCUMBERMENTS ATTACHED TO ANY
PROPERTY.

CLIENT: 9P HOLDING, LLC
DATE OF FIELD SURVEY:
2/5/2018
DRAWN BY: CAC
JOB NUMBER: 15339.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

GENERAL NOTES:

- 1.) THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED
BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
- 2.) THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE AS SHOWN
HEREON ACCORDING TO MAP NUMBER 28047C0266G
DATED JUNE 16, 2009.
- 3.) BEARINGS SHOWN HEREON ARE DERIVED BY:
GRID NORTH BY GPS OBSERVATION. ALL LINES RELATIVE TO.
- 4.) THIS SURVEY MEETS MISSISSIPPI MINIMUM REQUIREMENTS FOR
A CLASS "B" SURVEY.
- 5.) THIS SURVEY AND PLAT WERE PREPARED ONLY FOR THE
CLIENT NAMED HEREON AND NO THIRD PARTY CERTIFICATION IS
EXPRESSED OR IMPLIED.
- 6.) A COPY OF THIS PLAT IS VALID ONLY IF IT IS COMPLETE
AND INTACT, HAS AN ORIGINAL SIGNATURE AND DATE, AND HAS
THE ORIGINAL EMBOSSED OR COLORED (NOT BLACK) STAMPED
SURVEYOR'S SEAL.

LEGAL DESCRIPTIONS OF LOTS CREATED BY THIS SUBDIVISION: LEGAL DESCRIPTION: LOT "1", AS PER SURVEY DIMENSIONS

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30,
TOWNSHIP 7 SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A CONCRETE RIGHT-OF-WAY MARKER FOUND ON THE WEST MARGIN OF
COWAN-LORRAINE ROAD, SAID MARKER BEING 262.08 FEET WEST AND 7.93 FEET SOUTH OF AN
IRON PIPE FOUND AT THE ORIGINAL SOUTHEAST CORNER OF THE FLORAL HILLS MEMORIAL
CEMETERY, SAID MARKER HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST ZONE,
NAD83 IN FEET) NORTH 330838.92, EAST 922924.85; THENCE ALONG SAID WEST MARGIN OF
COWAN-LORRAINE ROAD, S10°25'48"E 35.00'; THENCE FURTHER ALONG SAID WEST MARGIN,
S10°25'49"E 77.68' TO A CONCRETE RIGHT-OF-WAY MARKER FOUND; THENCE FURTHER ALONG
SAID WEST MARGIN, S07°42'07"E 70.80' TO AN IRON ROD FOUND; THENCE FURTHER ALONG SAID
WEST MARGIN, S08°40'16"E 70.99' TO AN IRON ROD FOUND; THENCE FURTHER ALONG SAID WEST
MARGIN, S06°42'52"E 65.96' TO A CONCRETE RIGHT-OF-WAY MARKER FOUND; THENCE S71°33'41"W
230.61'; THENCE N28°46'39"W 38.32'; THENCE N43°33'31"W 97.75'; THENCE N56°16'10"W 36.95' TO
THE SOUTH MARGIN OF SUNDOWN LANE; THENCE ALONG SAID SOUTH MARGIN, N79°33'11"E 9.71'
TO A CONCRETE MONUMENT; THENCE ALONG THE EAST MARGIN OF SUNDOWN LANE, N43°33'31"W
71.63' TO A CONCRETE MONUMENT; THENCE ALONG THE NORTH MARGIN OF SUNDOWN LANE,
S79°33'11"W 33.03' TO A CONCRETE MONUMENT; THENCE N08°10'03"W 97.54'; THENCE N72°03'34"E
340.03' TO A CONCRETE RIGHT-OF-WAY MARKER FOUND; THENCE N72°28'24"E 52.08' TO THE POINT
OF BEGINNING, CONTAINING 103,096.89 SQUARE FEET OR 2.367 ACRES.

LEGAL DESCRIPTION: LOT "2", AS PER SURVEY DIMENSIONS

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 7
SOUTH, RANGE 10 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY,
MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A CONCRETE RIGHT-OF-WAY MARKER FOUND ON THE WEST MARGIN OF
COWAN-LORRAINE ROAD, SAID MARKER BEING 262.08 FEET WEST AND 7.93 FEET SOUTH OF AN IRON PIPE
FOUND AT THE ORIGINAL SOUTHEAST CORNER OF THE FLORAL HILLS MEMORIAL CEMETERY, SAID MARKER
HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST ZONE, NAD83 IN FEET) NORTH 330838.92,
EAST 922924.85; THENCE ALONG SAID WEST MARGIN OF COWAN-LORRAINE ROAD, S10°25'49"E 35.00';
THENCE FURTHER ALONG SAID WEST MARGIN, S10°25'49"E 77.68' TO A CONCRETE RIGHT-OF-WAY MARKER
FOUND; THENCE FURTHER ALONG SAID WEST MARGIN, S07°42'07"E 70.80' TO AN IRON ROD FOUND;
THENCE FURTHER ALONG SAID WEST MARGIN, S08°40'16"E 70.99' TO AN IRON ROD FOUND; THENCE
FURTHER ALONG SAID WEST MARGIN, S06°42'52"E 65.96' TO A CONCRETE RIGHT-OF-WAY MARKER FOUND
AT THE POINT OF BEGINNING; THENCE FURTHER ALONG SAID WEST MARGIN, S04°24'14"E 163.56' TO A
CONCRETE RIGHT-OF-WAY MARKER FOUND; THENCE FURTHER ALONG SAID WEST MARGIN, S22°25'54"E
133.74' TO A CONCRETE RIGHT-OF-WAY MARKER FOUND; THENCE FURTHER ALONG SAID WEST MARGIN,
S09°06'53"E 42.88' TO THE NORTH MARGIN OF AN ARTIFICIAL LAKE OF BAYOU BERNARD; THENCE ALONG
SAID NORTH MARGIN IN A SOUTHWESTERLY DIRECTION TO A POINT BEING S67°21'16"W 220.39'; THENCE
N10°38'16"W 232.23'; THENCE N15°53'38"W 74.75'; THENCE N28°46'39"W 46.57'; THENCE N71°33'41"E 230.61'
TO THE POINT OF BEGINNING, CONTAINING 71,491.26 SQUARE FEET OR 1.641 ACRES.

CERTIFICATE OF RESUBDIVISION

IN ACCORDANCE WITH SECTION 9-48 OF THE CODE OF ORDINANCE (SUBDIVISION REGULATIONS) OF THE CITY OF GULFPORT AS AMENDED, IT IS HEREBY CERTIFIED THAT THE GULFPORT CITY PLANNING COMMISSION CHAIRMAN AND GULFPORT CITY COUNCIL HAVE REVIEWED AND APPROVED THIS FINAL PLAT FOR THE RESUBDIVISION OF PART OF TAX PARCEL # 1010D-01-007.000 AND ALL OF 1010D-01-008.001, SECTION 30, TOWNSHIP 7 SOUTH, RANGE 10 WEST, BEING A 60,000.00 SQUARE FEET PARCEL. THE SUBJECT PROPERTY IS GENERALLY DESCRIBED AS BEING LOCATED ON WEST SIDE OF COWAN-LORRAINE ROAD ON NORTH SIDE OF BAYOU BERNARD. THE AD VALOREM TAX PARCEL NUMBER(S) OF THE SUBJECT PROPERTY IS

PART OF 1010D-01-007.000 AND ALL OF 1010D-01-008.001. THE CASE FILE NUMBER IS _____

OWNER'S DEDICATION

THIS IS TO CERTIFY THAT 9P HOLDING, LLC IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT, DECLARE THIS TO BE A CORRECT PLAT.

WITNESS MY SIGNATURE ON THIS 6th DAY OF February, 2018.

BY: _____

JACQUES PUCHEU, MANAGING MEMBER

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

RATIFIED AND APPROVED BY:

JACQUES PUCHEU, MANAGING MEMBER

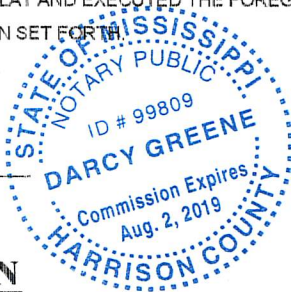
THIS 6th DAY OF February, 2018.

ACKNOWLEDGEMENT

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN AND FOR THE STATE OF MISSISSIPPI, COUNTY OF HARRISON COUNTY, PERSONALLY APPEARED THE AFORENAMED JACQUES PUCHEU, WHO ACKNOWLEDGED THAT HE ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION FOR THE PURPOSE THEREIN SET FORTH.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



PLANNING COMMISSION

SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISSION ON THE _____ DAY OF _____, 2018.

BY: _____ DATED: _____
PLANNING COMMISSION CHAIRMAN PRINT NAME

BY: _____ DATED: _____
PLANNING ADMINISTRATOR PRINT NAME

APPROVAL

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT, CITY COUNCIL, AT THE REGULAR MEETING OF SAID COUNCIL HELD ON THE _____ DAY OF _____, 2018.

ATTEST: _____ ADOPT

CLERK OF COUNCIL _____ PRESIDENT

THIS RESUBDIVISION PLAT AND CERTIFICATE OF RESUBDIVISION, HAVING BEEN SUBMITTED AND APPROVED BY THE MAYOR, THIS _____ DAY OF _____, 2018.

BILLY HEWES, MAYOR

CLIENT: 9P HOLDING, LLC
DATE OF FIELD SURVEY:
2/5/2018
DRAWN BY: CAC
JOB NUMBER: 15339.dwg

PREPARED BY:

CLIFFORD A. CROSBY, PLS
716 LIVE OAK DRIVE
BILOXI, MS 39532 PHONE: 228-234-1649

A RESUBDIVISION OF A 174,713.12 SQUARE FEET OR 4.011 ACRE PARCEL, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, INTO LOTS "1" AND "2". SAID PARCEL BEING REFERRED TO AS PART OF TAX PARCEL NO. 1010D-01-007.000 AND ALL OF 1010D-01-008.001, ADDRESS- 11301 SUNDOWN CIRCLE

SURVEYOR'S CERTIFICATE

I, CLIFFORD A. CROSBY, PROFESSIONAL LAND SURVEYOR IN AND FOR THE STATE OF MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PLAT AND DESCRIPTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT ALL MONUMENTS SHOWN ON THIS SURVEY ACTUALLY EXIST AS LOCATED AND THAT ALL DIMENSIONAL AND OTHER DATA SHOWN ARE CORRECT. I ALSO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS FOR LAND SURVEYING IN THE STATE OF MISSISSIPPI".

WITNESS MY SIGNATURE AND SEAL THIS 5th DAY OF FEB, 2018.

CLIFFORD A. CROSBY, MS PLS 2539





URBAN DEVELOPMENT
PLANNING DIVISION

March 1, 2018

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

9P Holding, LLC (Owner)
P.O. Box 10080
Gulfport, MS 39505

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

RE: Resubdivision 1803PC032: Jacques Pucheu, agent for 9P Holding, LLC, property owner, requests to divide the 3.79 acre tax parcel 1010D-01-008.001 into two parcels zoned R-2 (Single-family): located north of Bernard Bayou, south of and adjacent to Sundown Drive, east of Carl Legett Road, and west of and adjacent to Cowan-Lorraine Road, in Ward 4.

To Whom It May Concern:

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

The City of Gulfport Planning Commission will hold a public hearing to consider the above request at 4:30 P.M. on **Thursday, March 22, 2018**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

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

A copy of the filed application to be considered will be available for public review at the office of the Department of Urban Development – Planning Division located at the Hardy Building, 1410 24th Avenue. Adjacent property owners will not be provided any further correspondence on the matter unless an appeal is filed but may, as stated above, contact this office for additional information.

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

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

Sincerely,
City of Gulfport Planning Division

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

PPIN	Parcel ID	Name	Address	City	State	ZIP
117626	1010D-01-008.001	9P HOLDING LLC (Owner)	12435 PLUNKETT RD	GULFPORT	MS	39503
		Jacques Pucheu (Agent)	PO Box 10080	Gulfport	MS	39505
Adjacent Property Owners						
56010	1010D-01-007.000	9P HOLDING LLC	12435 PLUNKETT RD	GULFPORT	MS	39503
56011	1010D-01-006.000	9P HOLDING LLC	12435 PLUNKETT RD	GULFPORT	MS	39503
56016	1010D-01-009.000	9P HOLDING LLC	12435 PLUNKETT RD	GULFPORT	MS	39503
83631	1010C-01-003.000	BOND MARGARET K REV TRUST	11272 SUNDOWN DR	GULFPORT	MS	39503
83639	1010D-01-004.000	SOUTHERN MS CEMETERY PROPERTIES LLC	5430 RUTLEDGE PIKE	KNOXVILLE	TN	37924
83641	1010D-01-008.000	ELLIS GEORGE MICHAEL	11272 SUNDOWN DR	GULFPORT	MS	39503
115335	1010C-01-003.001	BOND LIMITED PARTNERSHIP	11272 SUNDOWN DR	GULFPORT	MS	39503
117627	1010D-01-009.004	9P HOLDING LLC	13435 PLUNKETT RD	GULFPORT	MS	39503
121325	1010D-01-009.005	9P HOLDING LLC	12435 PLUNKETT RD	GULFPORT	MS	39503
124315	1010D-01-009.006	9P HOLDING LLC	12435 PLUNKETT RD	GULFPORT	MS	39503
138630	1010D-01-007.001	5P HOLDING LLC	12435 PLUNKETT RD	GULFPORT	MS	39503
140614	1010D-01-001.010	5P HOLDING LLC	12435 PLUNKETT RD	GULFPORT	MS	39503

Proof of Publication

STATE OF MISSISSIPPI

COUNTY OF HARRISON

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

Vol. 134 No., 155 dated 7 day of mar, 20 18

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

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

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

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

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

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

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

Crista Brackett

Clerk

Sworn to and subscribed before me this 10 day of

march, A.D., 20 18

Meri A. Jackson

Notary Public

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

LEGAL NOTICE
PUBLIC HEARING
In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, March 22, 2018 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue. Planning Commission Approval 1803PC029:
Father Jesus, agent for Todd Babin, property owner, requests a church use on tax parcel 0810F-03-108.000 zoned R-1-5 (Single Family): located north of and adjacent to Monroe Street, south of Martin Luther King Jr. Boulevard, east of and adjacent to Highway 49, and west of and adjacent to Alabama Avenue, in Ward 3.
Resubdivision 1803PC032:
Jacques Pucheu, agent for 9P Holding, LLC, property owner, requests to divide the 3.79 acre tax parcel 1010D-01-008.001 into two parcels zoned R-2 (Single Family): located north of Bernard Bayou, south of and adjacent to Sundown Drive, east of Carl Leggett Road, and west of and adjacent to Cowan-Lorraine Road, in Ward 4.
This the 1st day of March, 2018
Keith Williams, Chairman
City of Gulfport Planning Commission
adv7
1598536



1. CITY OF GULFPORT PLANNING COMMISSION

2

3 1803PC032

4

5 TRANSCRIPT OF HEARING

6 March 22, 2018

7 *****

8 TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT

9 PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,

10 GULFPORT, MISSISSIPPI, ON THE 22ND DAY OF MARCH 2018

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

12 NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

13 *****

14

COMMISSION MEMBERS PRESENT:

15

KEITH WILLIAMS, President

16

VIRGINIA ADOLPH

WILLIAM "PRINCE" JONES

17

B.J. SELLERS

HAROLD SPANN

18

EVERETT "LAD" LADNER

CHARLIE HEWES

19

LANE HENSARLING

COLETTE TOWLES

20

STAFF PRESENT:

21

GREG PIETRANGELO

22

GREG HOLMES

CORY LONG

23

SU-LIN BOLIN

MATILDA WELCH

24

N.J. SOROE, CSR #1297
(228) 467-2199

1. 2. Resubdivision 1803PC032
2. MS. BOLIN: Item Number 2, Resubdivision
3. 1803PC032, has been duly and timely noticed as required by
4. law. The applicant requests to divide the property into
two
5. parcels zoned R-2 single family located north of Bernard
6. Bayou, south of and adjacent to Sundown Drive, east of Carl
7. Legett Road, and west of and adjacent to Cowan-Lorraine
8. Road, in ward 4. A copy of the packet considered is hereby
9. offered into the record.
10. MR. WILLIAMS: Thank you.
11. Is someone here to speak for this request?
12. Would it be you, Mr. Pucheu?
13. MR. PUCHEU: Jacques Pucheu, 12152 Kencrest
14. Drive, Gulfport, Mississippi.
15. I'm just dividing a four acre parcel into two
16. parcels so we can use the other half and then sell the
other
17. half.
18. MR. WILLIAMS: Any questions of the applicant
19. while he's here?
20. Thank you.
21. Anyone else here to speak for the request?
22. Anyone here to speak against this request
23. tonight?
24. Commissioners, you've had the package, had

25. the opportunity to review the information. Any questions
of

N.J. SOROE, CSR #1297
(228) 467-2199

1. the staff or the applicant, or comments? Or someone is
2. prepared to make a motion, please?
3. MR. LADNER: Mr. Chairman, I move that we
4. approve Case File Number 1803PC032.
5. MR. WILLIAMS: We've got a motion to approve
6. the case. Is there a second?
7. MR. SELLERS: Second.
8. MR. WILLIAMS: Motion and a second. Any
9. further discussion on this case? If not, all those in
favor
10. signify by saying aye. Any opposed? It's been passed.
11. Thank you.
12. (Unanimous vote.)
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N.J. SOROE, CSR #1297
(228) 467-2199

1. BEFORE THE CITY OF GULFPORT PLANNING

2. COMMISSION.

3

4 1803PC032

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7

COURT REPORTER'S CERTIFICATE

8

9 I, Norma Jean Ladner Soroe, Certified Shorthand

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

11 ability I have reported the hearing held before the City of
12 Gulfport Planning Commission and that the foregoing 3 pages
13 constitute a true and correct transcription of said hearing
14 held on the 22nd day of March 2018.

15 I do further certify that my certificate annexed
16 hereto applies only to the original and certified
17 transcript. The undersigned assumes no responsibility for
18 the accuracy of any reproduced copies not made under my
19 control and direction.

20 Witness my signature this the 26th day of March
21 2018.

22

23

24

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter
N.J. SOROE, CSR #1297
(228) 467-2199

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N.J. SOROE, CSR #1297
(228) 467-2199



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 04/02/2018

Subject: Resolution - approving Supplemental Agreement #4 with Huey Stockstill, Inc. for construction on the 28th Street Improvements Project and authorizing the Mayor to execute the same.

Recommendation:

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Wayne Miller, P.E., Public Works
Linda Elias, Finance

From: Kris Riemann, P.E. *RKR*

Date: 3/28/18

Re: **Recommendation to Approve Supplemental Agreement #4 for Construction**
- Huey Stockstill, Inc.
- 28th Street Improvements (22nd Avenue to 34th Avenue)
- Project No. STP-9098-00(002)LPA/105418-701000

Attached for your consideration is Supplemental Agreement #4 for Construction with Huey Stockstill, Inc. for the referenced project in the amount of \$0.00 and an additive amount of 56 productive days. This supplemental agreement is required due add delays encountered by Contractor due to third-party utilities conflicting with the project. This agreement has been approved by MDOT.

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. This is a supplemental agreement for Time Only. No additional funds are needed.

I recommend approval, contingent on the approval of the Mississippi Department of Transportation. Please place this item on the April 17, 2018 Council Agenda.

Attachments:

1. David Ball, P.E., Letter Dated 3/28/18
2. David Seyfarth, P.E., MDOT Letter Dated 3/20/18
3. Supplemental Agreement #4 for Construction



RECEIVED
2/29

March 28, 2018

Mr. Robert K. Riemann, P.E.
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507

**RE: STP-9098-00(002)LPA/105418-701000
28th Street Improvements**

Dear Mr. Riemann:

Please find attached two (2) partially executed copies of Supplemental Agreement No. 4 for the referenced project, as approved by the City and MDOT. Please submit to the Mayor's office for his execution, keeping one (1) executed copy for your records and returning one (1) executed copy to our office for further distribution. If you have any questions, please contact me.

Sincerely,

David Ball, P.E.

DB:1616
Enclosure

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7001
FAX (601) 359-7110
GoMDOT.com



James A. Williams, III
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

March 20, 2018

MEMORANDUM

TO: **David Seyfarth**
16-10

FROM: State Construction Engineer
Earl Glenn, Jr. *EGJ*

PROJECT: STP-9098-00(002)/105418

COUNTY: Harrison

Attached are the approved originals of LPA Supplemental Agreement No. 4 on the above captioned project.

EG:ky
pc:
Construction File (via Grondin)
Central Records

Attachment (2)

RECEIVED
MAR 22 2018
LPA DIVISION

WHEREAS, WE, Huey Stockstill, Inc., Contractor, and Hartford Accident and Indemnity Company, Surety, entered into a contract with the City of Gulfport, LPA, on the 13th day of March, 2015, for the construction of Federal Aid Project No. STP-9098-00(002)LPA/105418-701000, Harrison county; and

WHEREAS: The project provides for widening and reconstruction of approximately 5,100 linear feet of roadway, with significant drainage facilities, along with traffic signals and sidewalk along 28th Street from 22nd Avenue to 34th Avenue; AND

WHEREAS: There were significant third-party utilities in the right-of-way which impacted the Contractor's ability to construct the project efficiently, due to delays while utilities were relocated, or due to slow construction practices for utilities which could not be relocated; AND

NOW, THEREFORE: It is mutually agreed that Contract time will be added for the delays encountered by Contractor due to third-party utilities conflicting with the project.

It is mutually agreed that, as the contract allows for 258 available productive days with a Specified Completion Date of July 19, 2017, an addition of 56 productive days will result in a revised contract amount of 314 available productive days, which further results in a revised Specified Completion Date of April 25, 2018. Work addressed herein will not be reconsidered for any increase in contract time.

It is mutually agreed that the above stated time allowance shall be full and final compensation for time, traffic control, labor, materials, equipment, and incidentals used in completing the work described herein.

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

This Supplemental Agreement has been discussed with District LPA Coordinator (Seyfarth), MDOT District Construction Engineer (Faggard), MDOT Construction Area Engineer (Grondin) and MDOT LPA Division (Altman).

RECEIVED

MAY 15 2018

RECEIVED

MAR 26 2018

GULF COAST REGIONAL OFFICE
GULFPORT

NOW, THEREFORE, WE, Huey Stockstill, Inc., Contractor, and Hartford Accident and Indemnity Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 10th day of January, 2018.

Hartford Accident and Indemnity Company
Surety
By: Angie M. Strickland
Angie M. Strickland Date 1/10/2018

Huey Stockstill, Inc.
Contractor
[Signature] 2/10/18
Date

RECOMMENDED FOR APPROVAL:

[Signature] 2-7-2018
LPA Project Engineer/Architect Date

Kelly R. Castles 2-9-2018
MDOT District Engineer Date

Earl Henry 3-2-18
MDOT State Construction Engineer Date

[Signature] 2/14/18
MDOT Executive Director Date
for the Mississippi Transportation Commission

Book 21 Page 722

APPROVED:

LPA OFFICIAL Date

* {concurrence only for Supplemental Agreements adding a "stand-alone" time extension or exceeding \$100,000}

SUPPLEMENTAL SHEET 1 of 5**DETAILED EXPLANATION OF DELAYS ASSOCIATED WITH CONSTRUCTION OF DRAINAGE FACILITIES:**

These delays were encountered during construction of drainage culverts and drainage structures due to the close proximity of existing third-party utilities to the alignment and grade of the drainage work.

Delays included the following:

1. Loss of productivity during installation of drainage culverts
2. Additional time for installation of formwork, steel reinforcement, construction of the box, and removal of formwork for extensively larger and modified drainage boxes and throat extensions, including handwork excavation in close proximity to third-party duct bank and other utilities
3. Additional time for construction of conflict boxes necessitated by third-party duct bank and other utilities

NO.	DESCRIPTION	ADDT'L PRODUCTIVE DAYS
1	Loss of productivity for construction of drainage culverts in close proximity to third-party utilities An analysis of the installation of a segment of large drainage culvert installed where there was no utility conflict (58+15RT to 64+12 RT) revealed an average production rate of 51 LF/day; a similar analysis of culvert installation in close proximity to utility conflicts (35+58 LT to 42+00 LT) revealed an average production rate of 42 LF/day, which is a ~20% loss in production. Length of all pipe sizes in all areas impacted by third-party utility duct bank = 2,116 LF Expected production with no conflict = 2116 LF / (51 LF/day) = 41.4 days Production in areas with conflict = 2116 LF / (41 LF/day) = 50.4 days 50.4 days (impacted efficiency) – 41.4 days (original efficiency) = 9 days	9
2	Additional formwork, steel reinforcement, concrete placement, and removal of formwork for enlarged and modified drainage boxes, including throat extensions Due to the proximity and the non-linear installation of the third-party duct bank and other utilities, each drainage box (31 total) in the area (20+84 LT to 42+00 LT) and on 34th Ave. was modified in configuration, size, location, and/or alignment in order to create a functional drainage system. The boxes thus modified are: 42-L1, 42-L1, 41-L1, 40-L1, 39-L1, 38-L1, 37-L2, 37-L1, 36-L1, 35-L1, 34-L1, 33-L3, 31-L2, 31-L1, 30-L2, 29-L1, 28-L1, 28-L2, 27-L1, 27-L2, 26-L1, 25-L1, 24-L1, 23-L1, 21-L1, 20-L2, 20-L1, 12-R1, 12-R2, 11-R1, and 11-L1.	12

SUPPLEMENTAL SHEET 2 of 5

These changes necessitated additional time for:

- 0.5 day for extra formwork and steel placement, including handwork excavation adjacent to third-party utilities
- 0.5 day for extra formwork and steel placement for extended throats over third-party utilities, including handwork excavation over third-party utilities.
- 0.5 day for removal of additional formwork, including extended throats

Total impact = 1.5 day / modified inlet; 1.5 day/inlet x 31 modified inlets = 46.5 days

However, due to the fact that much of this work occurred concurrently with pipe installation and other items of work, the effective impact to Contractor's schedule is estimated at 25%.

46.5 days x 25% impact = **12 days**

3 Construction of additional conflict boxes due necessitated by third-party utilities

5

The location and alignment of third-party utilities necessitated additional drainage conflict boxes at 5 locations: 29+67 LT, 33+05 LT, 34+27 LT, 40+39 LT, and 42+58 LT.

These additional drainage structures necessitated additional time for:

- 1 day for structural excavation, including hand excavation adjacent to third-party utilities
- 1 day for formwork, reinforcing steel placement, and construction of the drainage structure base
- 1 day for formwork, reinforcing steel placement, and construction of the drainage structure walls
- 1 day for formwork, reinforcing steel placement, and construction of the drainage structure top

Total impact = 4 days / conflict box; 4 days/conflict box x 5 conflict boxes = 20 days

However, due to the fact that much of this work occurred concurrently with pipe installation and other items of work, the effective impact to Contractor's schedule is estimated at 25%.

20 days x 25% impact = **5 days**

TOTAL PRODUCTIVE DAYS ADDED – DRAINAGE

26

SUPPLEMENTAL SHEET 3 of 5**DETAILED EXPLANATION OF DELAYS ASSOCIATED WITH CONSTRUCTION OF PAVEMENT BASE:**

These delays occurred due to the proximity of third-party utilities to soil-cement mixing operations, whether vertically or horizontally. This condition necessitated an alternate construction method in lieu of soil-cement mixing: the excavation and removal of existing materials in areas of base construction and installation of full-depth asphalt patch in accordance with the recommendations of the geotechnical engineer and the contract modifications made under Supplemental Agreement No. 3.

NO.	DESCRIPTION	ADDT'L PRODUCTIVE DAYS
1	Construction of pavement base utilizing the alternate method of full-depth asphalt base in lieu of the more efficient soil-cement mixing method Due to third-party utility proximity, Contractor was required to perform full-depth asphalt base repairs per the methods detailed in S/A#3. Days spent performing such work (all in 2017): 3/16, 3/20-3/21, 3/23, 3/28, 4/4-4/5, 4/24, 4/28, 5/16, 5/19, 6/2, 6/12-6/13, 10/31, 11/28-11/29 Total impact = 17 days However, since Contractor was able to perform work in other areas and on other activities, the effective impact to the Contractor's schedule is estimated at 50%. 17 days x 50% impact = 8.5 days	8.5
2	Construction of full-depth asphalt base in several of the larger areas delayed Contractor due to extensive amount of material to be removed while in close proximity to third-party utilities In some areas, the materials necessary to be removed to facilitate full-depth asphalt base construction required a full day for removal, and the subsequent day mentioned above for actual construction of the base. Days spent removing materials in preparation for the full-depth asphalt base construction (all in 2017): 3/27, 4/28, 5/15, 6/9, 11/27 Total impact = 5 days However, since Contractor was able to perform work in other areas and on other activities, the effective impact to the Contractor's schedule is estimated at 50%. 5 days x 50% impact = 2.5 days	2.5
TOTAL PRODUCTIVE DAYS ADDED – BASE CONSTRUCTION		11

SUPPLEMENTAL SHEET 4 of 5**DETAILED EXPLANATION OF DELAYS ASSOCIATED WITH RELOCATION OF GAS MAIN:**

These delays occurred due to the proximity of a third-party gas main which was too shallow for the proposed roadway construction. This condition necessitated the relocation of the gas main by the third-party utility. Since drainage culverts and boxes were already constructed in this area (52+00 LT to 64+22 LT), the critical items of work remaining in this area for the Contractor to perform were construction of pavement base and curb & gutter and asphalt course construction. Until the gas main was relocated, the Contractor was unable to perform these critical items of work.

NO.	DESCRIPTION	ADDT'L PRODUCTIVE DAYS
1	Relocation of third-party gas main from 52+00 LT to 62+44 LT Due to required relocation of third-party gas main, Contractor was unable to proceed with work on nearly ½ of the project area (52+00 LT to 64+22 LT). Identification of conflicting gas main – 6/30/2017 Completion of relocation of gas main – 9/25/2017 During this period, the Contractor was charged 25 productive days (Jun 2017 – 0, Jul 2017 – 12, Aug 2017 – 7, Sept 2017 – 6). Total impact = 25 days While Contractor would normally be able to perform work in other areas, the Contractor's remaining available work areas and capacity was highly impacted due to the limited remaining work areas and the other impacts detailed herein. Therefore, the effective impact to the Contractor's schedule is estimated at 75%. 25 days x 75% impact = 19 days	19
TOTAL PRODUCTIVE DAYS ADDED – GAS MAIN RELOCATION		19

SUPPLEMENTAL SHEET 5 of 5

TOTAL PRODUCTIVE DAYS ADDED – 56 PRODUCTIVE DAYS

SPECIFIED COMPLETION DATE CALCULATION:

Total Contract Productive days after S/A #4	314 prod. days
Productive days used as of 12/31/2017	277.5 prod. days
Productive days remaining upon approval of S/A #4	36.5 prod. days
Jan. 2018 =	6 prod. days
Feb. 2018 =	7 prod. days
Mar. 2018 =	11 prod. days
Apr. 1-25, 2018 = 25 cal. days / 30 cal. days x 15 prod. days =	12.5 prod. days
	36.5 prod. days total

REVISED SPECIFIED COMPLETION DATE – April 25, 2018



Project Professional_____
LPA Official*(Remainder of this page intentionally blank)*

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 #4 (CHANGE ORDER) TO AGREEMENT WITH HUEY STOCKSTILL, INC. FOR THE 28TH STREET IMPROVEMENTS PROJECT (22ND AVENUE TO 34TH AVENUE) , TO AUTHORIZE THE MAYOR TO EXECUTE SAID SUPPLEMENTAL AGREEMENT (CHANGE ORDER), AND FOR RELATED PURPOSES

WHEREAS, Huey Stockstill, 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 #4 (Change Order #4) (which is attached hereto as a part of Exhibit “A”), resulting in an INCREASE in contract time (56 days) as more fully described in the memorandum from City Engineer Kris Riemann; and

WHEREAS, the City Engineer has recommended approval of Supplemental Agreement #4 (Change Order #4); and

WHEREAS, approval of Supplement Agreement #4 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 the Supplemental Agreement No. 4 (Change Order #4) for Construction Services with Huey Stockstill, Inc., be and it is hereby approved in substantially the form as is found in Exhibit “A” to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That 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 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

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Economic Development

Date: 04/09/2018

Subject: Resolution - declaring real property to be surplus, approving Lease Agreement with Pop Brothers, LLC, for the rental of surplus municipal property at 1501 25th 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 TO APPROVE LEASE AGREEMENT WITH POP BROTHERS, LLC, FOR THE RENTAL OF SURPLUS MUNICIPAL PROPERTY AT 1501 25TH AVENUE

WHEREAS, the City of Gulfport owns certain municipal real property located at 1501 25th Avenue in downtown Gulfport, Mississippi, which is not presently needed for any valid municipal purpose and which is, therefore, surplus municipal real property; and

WHEREAS, Miss. Code Ann. § 57-7-1 (1972, as amended), authorizes a municipality to set aside and improve certain municipal property for industrial and commercial purposes and, thereafter to lease the property upon such terms and conditions as the municipality may prescribe; and

WHEREAS, POP BROTHERS, LLC, has expressed an interest in leasing the aforementioned real property from the City, and the City desires to lease the Leased Premises to POP BROTHERS, LLC, according to the terms and provisions embodied in a proposed Lease Agreement attached hereto as Exhibit “A”;

WHEREAS, the City finds that entry into the Lease Agreement found at Exhibit “A” hereto 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 the municipal real property located at 1501 25th Avenue be and the same is hereby declared to be surplus as the same is not presently needed for any valid municipal purpose and that City be and it is hereby authorized to lease surplus municipal property located at 1501 25th Avenue to POP BROTHERS, LLC, according to the terms and provisions of the proposed Lease Agreement attached hereto as Exhibit “A”; and that the Lease Agreement attached hereto as Exhibit “A” be and the same is hereby approved and the Mayor is authorized to execute the same on behalf of the City of Gulfport..

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

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

AYES

NAYS

ABSENT

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

MEMORANDUM OF 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, also hereinafter referred to as “Landlord” or “City”, and POP BROTHERS, LLC, also hereinafter referred to as “Tenant” for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESSETH THAT:

WHEREAS, since 2015, the City has leased surplus municipal property located at 1501 25th Avenue in downtown Gulfport, Mississippi to POP BROTHERS, LLC; and

WHEREAS, POP BROTHERS, LLC, has expressed an interest in leasing the surplus municipal real property identified herein from the City for a three (3) year term, and the City desires to lease the same to POP BROTHERS, LLC, and finds that the lease contemplated and set forth herein is in the best interest of the City of Gulfport; and

NOW THEREFORE, for the purposes hereinabove recited, and pursuant to authority granted under Miss. Code Ann. Section 57-7-1 (1972, as amended), the City of Gulfport does hereby agree to lease the structure located at 1501 25th Avenue (including immediately adjacent space needed for outdoor seating and parking on the north side of the structure), hereinafter referred to as the “Leased Premises”, as hereinabove identified to POP BROTHERS, LLC, and the parties covenant and agree as follows, to wit:

1. Term. The term of the Lease Agreement shall be for three (3) years commencing May 1, 2018, and ending at midnight on April 30, 2021, unless sooner terminated as hereinafter provided. Tenant shall not sub-let the Lease Premises during the term of the Lease Agreement. Upon and after expiration of the term, the lease shall continue on a month to month basis until such time as

it is terminated by either party upon thirty (30) days written notice to the other party or extended according to terms then mutually acceptable to the parties and agreed to in writing.

2. Early Termination. This Lease Agreement may be terminated, prior to its expiration, upon the following conditions or occurrences:

- a. Tenant may terminate this Lease Agreement at any time upon thirty (30) days written notice to Landlord.
- b. Landlord may terminate and cancel this Lease Agreement, and retake possession of the premises by giving Tenant thirty (30) days written notice of termination and to surrender the premises or hereinafter specified for any of the following reasons:
 - i. Tenant ceases to use said building property for the sole and exclusive purpose of the manufacture and sale for on-site or off-site consumption of artisan ice pops and related frozen and non-frozen beverages or foods, and the cessation of use continues for a period of thirty (30) days or more after written notice of termination from Landlord to Tenant.
 - ii. Tenant is in default of any condition of this Lease Agreement, and said default is not cured within thirty (30) days after written notice of termination from Landlord to Tenant specifying the reason for default.

3. Rent and Taxes. Rent, payable in advance, on or before the 1st of each month, shall be as follows:

Year 1 (May 1, 2018 – April 30, 2019)	\$800.00/month
Year 2 (May 1, 2019 – April 30, 2020)	\$900.00/month
Year 3 (May 1, 2020 – April 30, 2021)	\$1,000.00/month

Should this Lease Agreement result in any taxes, including ad valorem taxes, being assessed to Tenant on its leasehold interest in the Leased Premises by any appropriate and duly authorized taxing authority, Tenant shall be solely responsible for the payment of the same.

4. 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 the roof, structural part of the floor, walls, plumbing system, electrical system, HVAC system, and other parts of building in good repair. Tenant shall be responsible for repairs to and maintenance of plumbing fixtures, electrical fixtures and all other repair and maintenance not otherwise delegated to Landlord, including damage caused to the premises by Tenant or its invitees. 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. City shall have the right to inspect the premises at any time. Tenant alone shall ensure compliance with all applicable laws, statutes, ordinances and regulations governing the operations that will be undertaken on the leased premises.

5. Improvements. No improvements shall be made that affect the structural integrity of the building. Any improvements or renovations to the building during the term of this Lease shall require plan approval by the City of Gulfport and shall become the property of the City upon

termination of the lease. All tenant owned appliances and building improvements shall be maintained by Tenant. At the termination, cancellation or end of lease, Tenant shall remove all of its personal property and shall return premises to the condition it was in prior to the placement of the property on the premises, reasonable wear and tear excepted.

6. Utilities. Tenant shall pay cost of use for electricity, water and gas and all other utility costs and fees, including, but not limited to, alarm monitoring, and any communication lines.

7. Insurance. Tenant shall maintain liability insurance coverage which applies to Tenant's activities, business, and other functions, on the leased premises, including general liability insurance, with a minimum policy limits of \$1 million dollars to cover all activities, business and functions of Tenant at the leased premises. Tenant shall maintain workers compensation insurance, if required by law, 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 provide for 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.

8. Indemnity. POP BROTHER, LLC, 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 POP BROTHERS, LLC, 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 POP BROTHERS, LLC, 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.

9. 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

With a copy to:
City of Gulfport
Attn: City Attorney's Office
2309 15th Street
Gulfport, MS 39501

Tenant: POP BROTHERS, LLC
980 Courthouse Road, Unit 1521
Gulfport, MS 39507

or to:

POP BROTHERS, LLC
By Personal Delivery At:
1501 25th Avenue
Gulfport, MS 39501

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

10. 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.

11. Severability; Non-Endorsement. If any word, clause, sentence, paragraph, condition, provision, or term of this agreement is or hereafter becomes legally unenforceable, the same shall be severed from this agreement, and all remaining provisions of this agreement shall be unaffected, and shall be interpreted in accordance with the express written intention of this Lease Agreement. It is further understood by the parties that Landlord exercises no view or position concerning and does not sponsor, endorse, or adopt the beliefs, opinions, or philosophies of Tenant and the execution, enforcement, and administration of, or any performance in accordance with this Agreement, and/or any use or occupancy of the leased premises by Landlord, Tenant, or any other person or entity shall not in any way be construed or interpreted as Landlord's sponsorship, endorsement, or adoption of such beliefs, opinions, or philosophies.

12. 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.

13. Amendment. This Lease Agreement may be amended only by written instrument approved by Landlord and Tenant. Amendments hereto shall be effective as of the date of passage by the municipal governing authority.

14. 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.

15. Authority and Guarantee. The Undersigned represent that they have full power and authority to enter into this agreement on behalf of the Landlord and Tenant and that they enter into this agreement, on behalf of said entities, with full knowledge and understanding of the terms and conditions contained herein. The undersigned for and on behalf of POP BROTHERS, LLC, further represents and agrees that they personally guarantee the rent payments specified herein and agrees that they shall be jointly and severally liable for the same along with POP BROTHERS, LLC.

IN WITNESS WHEREOF as duly authorized:

Landlord:

CITY OF GULFPORT, MISSISSIPPI

By: _____
Billy Hewes, Mayor

Attest: _____
Linda Elias, Clerk

Dated: April ___, 2018

Tenant:

POP BROTHERS, LLC

By: _____
Octavio Arzola, Member

By: _____
Chuck Kelly, Member

By: _____
Shannon Arzola, Member

Dated: April ___, 2018



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Terri Goad, Purchasing
Purchasing

Date: 04/02/2018

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

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: April 2, 2018

**Re: Request Permission to Purchase Promotional Items
Department of Leisure Services Various Activities**

The Department of Leisure Services frequently sponsors various activities such as the Sportsplex expansion ceremony, Senior BBQ, Summer Jamboree and Back to School Health and wellness Fair, and will need the following items: Drawstring backpacks, Bounce House, dry slide, obstacle courses (rented for Summer Jamboree), Feed lunch to (500) summer camp students-include drink and complete meal and provide drinks throughout event for hydration, variety of stress sports balls (baseballs, soccer balls, softballs – about (750) used at ceremonies to be handed out, handouts for Cinema by the Shore (Movie themed items to be given to the families). The total cost not to exceed \$6,000.00.

Request City Council makes 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.”

Please place the below items on an upcoming council agenda as a request for permission to purchase the following:

-Popcorn mix, Popcorn bags and Cotton candy plastic bags for events (senior mardi gras mambo, Easter egg hunts, sportsplex expansion ceremony, senior bbq, summer jamboree, health fair, etc)
Cost = \$650

-Drawstring backpacks (Back to School Health and Wellness Fair)
500 backpacks
Cost = \$375

-Bounce house, dry slide, obstacle courses (rented for Summer Jamboree)
Cost = \$675

-Feed lunch to 500 summer camp students – include drink and complete meal and provide drinks throughout event for hydration
Cost = \$1,500

-Variety of stress sports balls (baseballs, soccer balls, softballs – about 750) used at ceremonies to be handed out
Cost = \$600

-Handouts for Cinema by the Shore (Movie themed items to be given to the families)
Cost = \$500

*We will not exceed \$6,000 on all of these events.

Thank you and please let me know if you have any questions.
And Happy Easter

Brittany Dyess

Special Events Manager

Department of Leisure Services

The City of Gulfport

Phone: (228) 868-5881 ext 6504

Fax: (228) 868-5883



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 AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport Leisure Services regularly participates in functions, recruiting and community outreach efforts promoting a good relationship between the City and the community that it serves; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure of approximately \$6,000.00 for the purchase of items for events such as opening of Sportsplex expansion, Summer Jamboree, Senior BBQ and Back to School Health Fair. The items identified hereto 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 City Council and Administration, is hereby authorized to expend municipal funds in the approximate amount of \$6,000.00 for items for events such as opening of the Sportsplex expansion, Senior BBQ, Summer Jamboree and Back to School Health Fair.

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: Pam Winston, Grants
Police Department

Date: 04/09/2018

Subject: Budget Amendment #30 - to increase funds, within the Police Department, received as a result of a forfeiture.

Recommendation:

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Leonard Papania

Date: April 9, 2018

Re: Budget Amendment

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

Check number (203895) amount of \$1,753.60

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

Account Number	Increase Amount	Increase Amount
Forfeiture and Seizure County and Local Shared Operating Supplies -- 277-610700		1,753.60
County/Local Shared Revenue 275-493100	1,753.60	

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.

City of Gulfport

Budget Amendment Request

Fund Name	Police Forfeiture	Date	04/09/18
Department #	277	Budget Entry #	2018-30
Department Name	County/Local Shared		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Supplies	6,084	3,977	1,754	11,815
Capital Projects	148,403	-	-	148,403
Total	154,487	3,977	1,754	160,218
Police Revenue 275-493100		3,977	1,754	

The Police Department is requesting a Budget Amendment to increase funds resulting from a drug related arrest (check #203895 in the amount of \$1,753.60) Increase accounts 275-493100 and 277-610700

Amendment # 2018-30

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Leonard Papania

Date: April 9, 2018

Re: Budget Amendment

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

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County/Local Shared Revenue 275-493100	1,753.60	

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Deputy Clerk of Council
City Council

Date: 04/11/2018

Subject: Budget Amendment #31 - to transfer funds within Leisure Services Department for completion of the softball field expansion at the Gulfport Sportsplex.

Recommendation:

City of Gulfport

Budget Amendment Request

Fund Name	Capital Projects/Leisure Services	Date	04/11/18
Department #	345	Budget Entry #	2018-31
Department Name			

	Original Budget	Prior Amendments	This Amendment	Revised Budget
359-640100-02940	3,031,965		89,992	3,121,957
359-640100-05441	40,624		(40,624)	0
345-640100-02940	1,204,440		(13,078)	1,191,362
345-640100-41147	28,787	-	(28,787)	0
411-620900	609,000		(7,503)	601,497
Total	4,914,816	-	-	4,914,816

Leisure Services is requesting to transfer money to complete the softball field expansion.

Amendment # 2018-31



**DEPARTMENT OF
LEISURE SERVICES**

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

Jones Building
1422 23rd Avenue
Gulfport, MS 39501

To: Linda Elias, Comptroller
Leah Holland, Finance Manager

From: Gus Wesson, Director

Date: April 10, 2018

Subject: Budget Amendment to Transfer Funds into Softball Field Expansion Account

The Department of Leisure Services is requesting a Budget Amendment to transfer money from several accounts totaling \$89,991.56 into 359-640100-02940 Softball Field Expansion account (\$1,762.13). This will provide a total balance of \$91,753.69 in the 359-640100-02940 account which will be used to cover expenses in the Field Turf purchase order. The funds and accounts involved in the transfer are shown below:

Transferred Funds

359-640100-05441 28 th Street Park Improvements	\$40,623.96
345-640100-02940 Softball Field Expansion	\$13,077.60
345-640100-41147 Playground Module	\$28,786.69
411-620900 Contractual	<u>\$7,503.31</u>
Transferred Funds TOTAL	\$89,991.56

Should you have any questions or issues, please feel free to contact me.

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

Gus Wesson, Director



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Sherry Dulaney, Accounts Payable Supervisor
Accounts Payable

Date: 04/09/2018

Subject: Docket of Claims- to be approved through April 18, 2018.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 04/06/2018

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: April 6, 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 17th day of April, 2018.

Please place the attached item on the Council agenda for April 17, 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

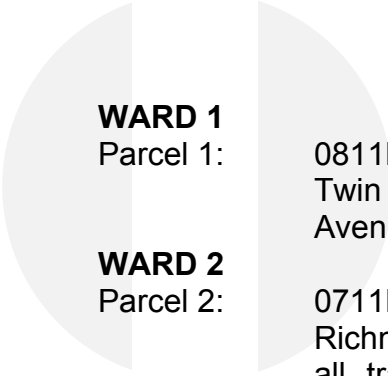
Date: April 6, 2018

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: 0811E-04-031.000. Lots 16-17, Blk. 89, Original Gulfport awarded to Twin City Lawn Care for \$3880.00 to remove tree located at 2108 32nd Avenue. (Thomas)

WARD 2

Parcel 2: 0711H-03-015.000. Lots 16-17, Blk. 9, Gulf Gardens awarded to Richmond Construction for \$73.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1609 Fern Avenue. (State of MS)

WARD 3

Parcel 3: 0811G-04-032.000. S 1/2 of Lot 33 & E 20.41 Ft. of S 1/2 of Lot 34, Blk. 14, Soria City awarded to Melvin's Lawn Service for \$92.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on 20th Street. (State of MS)

Parcel 4: 0811G-04-027.001. N 1/2 of Lots 1-2, Blk. 21, Soria City awarded to B & B Construction for \$4525.00 to remove inoperable vehicle(s). Demolish all structure(s) on property to include the removal of steps, slabs, driveways and sidewalks from site located at 1640 20th Street. (Harris)(Demo)

Total: \$8570.00

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 17th day of April, 2018, the following Resolution:

**A RESOLUTION AWARDED 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:	0811E-04-031.000. Lots 16-17, Blk. 89, Original Gulfport awarded to Twin City Lawn Care for \$3880.00 to remove tree located at 2108 32nd Avenue. (Thomas)
Parcel 2:	0711H-03-015.000. Lots 16-17, Blk. 9, Gulf Gardens awarded to Richmond Construction for \$73.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1609 Fern Avenue. (State of MS)
Parcel 3:	0811G-04-032.000. S 1/2 of Lot 33 & E 20.41 Ft. of S 1/2 of Lot 34, Blk. 14, Soria City awarded to Melvin's Lawn Service for \$92.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on 20th Street. (State of MS)
Parcel 4:	0811G-04-027.001. N 1/2 of Lots 1-2, Blk. 21, Soria City awarded to B & B Construction for \$4525.00 to remove inoperable vehicle(s). Demolish all structure(s) on property to include the removal of steps, slabs, driveways and sidewalks from site located at 1640 20th Street. (Harris)(Demo)

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: Terri Goad, Purchasing
Purchasing

Date: 04/06/2018

Subject: Letter - regarding bid awarded by Purchasing for 32 HP to 40 HP Pump - Water & Sewer 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: April 6, 2018

**Re: 32 HP to 40 HP Pump
Water & Sewer Department
Bids Received 04-05-18**

I have reviewed the bids received on the above referenced item and find Gulf States Engineering Co. Inc. to be the lowest and best bid received in the amount of \$10,498.00

I have issued Purchase Order #198217 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#198217											
Quotes Received: 04/05/2018											
32 HP TO 40 HP PUMP-WATER & SEWER											
	Description	Qty	Gulf States Engineering Co.		Benvenuti Electrical Apparatus		J.H. Wright & Associates				
			Gulfport, Ms.		Gulfport, Ms.		Daphne, AL				
			Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price			
	32 Hp to 40 Hp pump 1750 460 volts 3 phase with 40 leads	1	\$ 10,498.00	\$ 10,498.00	\$ 14,280.00	\$ 14,280.00	\$ 19,955.00	\$ 19,955.00			
	Gpm 1100 80 Ft of Head With 5 year warranty										
	TOTALS		\$ 10,498.00	\$ 10,498.00	\$ 14,280.00	\$ 14,280.00	\$ 19,955.00	\$ 19,955.00			



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Karen McCarty, Grants Management
Community Development

Date: 04/09/2018

Subject: Letter - requesting approval to advertise for fiscal year 2018 CDBG and HOME Programs open application period for public service agencies programs and proposed project and 30 day public draft and public notice.

Recommendation: Staff recommends as required process by funding agency.

Memorandum - *City of Gulfport...*

Community Development Department

To: Mayor Billy Hewes
John Kelly, Chief Administrative Officer
Council Members – Kenneth ‘Truck’ Casey, Jr., Ron Roland, Ella Holmes-Hines,
R. B. ‘Rusty’ Walker, IV, Myles Sharp, Robert ‘R. Lee’ Flowers, Cara L. Pucheu

CC: Linda Elias, Comptroller

From: Karen C. McCarty,
Federal Programs Administrator *KCM*

Date: April 9, 2018

Please place the following items on the April 17, 2018 Council Agenda;

Approval to advertise for fiscal year 2018 CDBG and HOME Programs open application period for public service agencies programs and proposed projects and 30-day public draft notice and public hearing notice.

Application process - April 23 to May 7, 2018,

Projects and programs identification – through May 31, 2018

30-day Action Plan public notification and public hearing – June, 2018.

The fiscal year begins January 1, 2018 to December 31, 2018.

Funding Source: Entitlement Community Development Block Grant Program and HOME Programs

**ELIGIBLE NON-PROFIT ORGANIZATIONS
FOR PUBLIC SERVICE PROGRAMS AND PROJECTS**

The City of Gulfport Community Development Department will be accepting Applications for Program funding for its 2018 Fiscal Year (January – December, 2018) Community Development Block Grant and HOME Consortium Entitlement Funding. The City anticipates receiving approximately \$655,571 in CDBG funding and \$326,615 in Home Consortium funding for eligible programs, projects and administration based on the current year funding. Funds may be increased or decreased based on actual federal funding allocations.

Applications will be taken from April 23, 2018 to May 7, 2018.. Applications and information on eligible activities are available from The City of Gulfport Community Development Department at 1410 24th Avenue, Gulfport, MS 39501.

Please call: 228-868-570,ext 6551 or Email: communitydevelopment@gulfport-ms.gov

**ADVERTISE ONE DAY - APRIL 23, 2018
BLOCK STYLE – NON-LEGAL**