



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, July 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 corrected minutes - for June 19, 2018.
- 2 Approval of minutes - for July 10, 2018.
- 3 Ratification – of appointment to the Gulfport Redevelopment Commission.

Code Enforcement / Planning

- 4 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.
- 5 Appeal - of the Zoning Board of Adjustments denial of variance request for front setback at 2082 Beach Drive zoned R-1-7.5 (Single Family): located north of and adjacent to Beach Drive, south of CSX Railroad, east of and adjacent to Mockingbird Lane, and west of Venetian Gardens - Case # 1806ZB065 - Ward 2.

Ordinances

- 6 Ordinance - rezone 2 parcels from R-2 to R-B : located north of and adjacent to 19th Street, south of and adjacent to 20th Street, east of 17th Avenue, and west of and adjacent to Pratt Avenue - Case # 1806PC059 - Ward 3
- 7 Ordinance - rezone a tax parcel from R-1-10 (Single Family) to B-1 (Neighborhood Business): located north of Warren Drive, south of and adjacent to Dedeaux Road, east of Three Rivers Road, and west of Dede Drive - Case # 1805PC046 - in Ward 5.
- 8 Ordinance - to amend The Code of Ordinances of the City of Gulfport, Mississippi, and to adopt The 2018 Edition of The International Building Code, and for related purposes.
- 9 ordinance - to amend The Code of Ordinances of the City of Gulfport, Mississippi, and to adopt The 2018 Edition of The International Residential Code, and for related purposes.
- 10 Ordinance - to amend The Code of Ordinances of the City of Gulfport, Mississippi, and to adopt The 2018 Edition of The International Existing Building Code, and for related purposes.
- 11 Ordinance - to amend The Code of Ordinances of the City of Gulfport, Mississippi, and to adopt The 2018 Edition of The International Fuel Gas Code, and for related purposes.
- 12 Ordinance - to amend The Code of Ordinances of the City of Gulfport, Mississippi, and to adopt The 2018 Edition of The International Mechanical Code, and for related purposes.
- 13 Ordinance - to amend The Code of Ordinances of the City of Gulfport, Mississippi, and to adopt The 2018 Edition of The International Plumbing Code, and for related purposes.
- 14 Ordinance - to amend The Code of Ordinances of the City of Gulfport, Mississippi, and to adopt The 2018 Edition of The International Private Sewage Disposal Code, and for related purposes.
- 15 Ordinance - to amend The Code of Ordinances of the City of Gulfport, Mississippi, and to adopt The 2018 Edition of The International Property Maintenance Code, and for related purposes.
- 16 Ordinance - to amend The Code of Ordinances of the City of Gulfport, Mississippi, and to adopt The 2018 Edition of The International Swimming Pool and Spa Code, and for related purposes.

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- 17 Ordinance - to amend The Code of Ordinances of the City of Gulfport, Mississippi, and to adopt The 2018 Edition of The International Fire Code, and for related purposes.
- 18 Ordinance - to amend The Code of Ordinances of the City of Gulfport, Mississippi, and to adopt The 2018 Edition of The National Fire Prevention Association National Electrical Code, and for related purposes.
- 19 Ordinance - to amend The Code of Ordinances of the City of Gulfport, Mississippi, and to adopt The 2018 Edition of The National Fire Prevention Association Life Safety Code, and for related purposes.
- 20 Ordinance - to amend The Code of Ordinances of the City of Gulfport, Mississippi, and to adopt The 2014 Edition of The ICC 600 (Standard for Residential Construction in High Wind Regions).

Resolutions

- 21 Resolution - to approve Agreement with Mississippi Delta Shows, LLC., and to authorize the Mayor to execute the same.
- 22 Resolution - to approve Agreement with Coca-Cola Bottling Company United – Gulf Coast, LLC., and to authorize the Mayor to execute the same.
- 23 Resolution - to approve Location Agreement with The Wilem Group, LLC., and to authorize the Mayor to execute the same.
- 24 Resolution - to approve Subscription Service License & Use Agreement with TriTech Software Systems for services related to the storage and maintenance of Police data, and to authorize the Mayor to execute same.
- 25 Resolution - to approve Change Order #1 to contract with Phoenix Fabricators and Erectors, LLC., for the Bayou View Water Tank Replacement Project, and to authorize the Mayor to execute the same.
- 26 Resolution - approving Certificate of Partial Substantial Completion for the Repair of Damages to Piers Caused by Hurricane Nate Project and authorizing the Mayor to execute the same.
- 27 Resolution - to authorize the Gulfport Police Department to accept the High Intensity Drug Trafficking Area (HIDTA) Grant Award Number G-18-GC-0003A.
- 28 Resolution - to authorize an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport Fire Department, and for related purposes.

- 29** Resolution - to authorize adjustments to Purchase Order # 199541 for installation and freight charges for Shade Structures for the Gulfport Sportsplex.

Budget Amendments / Docket of Claims

- 30** Docket of Claims- to be approved through July 18, 2018.

Routine Agenda

- 31** Resolution - awarding bids for lot clean-ups and/or demolitions.
- 32** Conveyance Deed - regarding transfer of ownership of space in Evergreen Cemetery.
- 33** Legal Notice - advertisement for RFP for On-Line Benefits Broker for the City of Gulfport

Public Agenda

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

Council Comments

Memorial Adjournment

Executive Session

Setting of Next Meeting and Adjournment



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Deputy Clerk of Council
City Council

Date: 07/11/2018

Subject: Approval of corrected minutes - for June 19, 2018.

Recommendation:



City of Gulfport, Mississippi

Minutes City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, June 19, 2018

1:30 PM

*Gulfport City Hall
Council Chambers*

1:30 P.M. Invocation, Pledge of Allegiance, Call to Order

The Members of the Council met at City Hall at 1:30 P.M., on the above date, same being an adjourned meeting from a Regular Council Meeting held on June 5, 2018 at 1:30 P.M.

Present: Mayor Billy Hewes, General Counsel Hugh Keating, **Councilmembers:** Kenneth Casey, Ron Roland, Ella Holmes-Hines (in at 1:39 P.M.), Rusty Walker, Myles Sharp (out at 2:36 P.M.), R.Lee Flowers (out at 4:23 P.M.), and Cara Pucheu.

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

Agenda Order

Motion to Approve the Agenda with the following amendments; add item 5 - A, Resolution related to the TIF Plan for Gulfport Promenade, add item 5 - B, Resolution approving amended Security and Reimbursement Agreement with DDR, add item 39 -A, Ordinance amending Ordinance 2822, add item 39 - B, Ordinance amending Ordinance 2821, and amend the title of item 28 to include "issuance of a special check", Moved By Myles Sharp, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Presentation Agenda

The President called for the Mayor's Report.

Mayor Hewes recognized the 2018 Lady Irish Softball Team from St. Patrick High School. Players include: Kirstin Walters, Ijia Henderson, Ravin Blackwell, Raylen Blackwell, Ali Ware, Caroline Dellenger, Madison Normand, Anna D'Aquila, Joel Smith, Jasmine Stawardki, Sarah D'Aquila, Chandler Wheeler, Taylor Starwarski, Lauren Croal, and Anna Grace Castanedo, and Coaches: Tommy Castanedo, Kelli Mullen, Jeff Ulrich, and David D'Aquila. The Lady Irish finished the season 22-7-1 capturing the MHSAA 2A State Championship. They even defeated the 1A State Championship from the previous season that moved to 2A as well. This is the 3rd State Championship for the Lady Irish in the last 6 years and the 4th in the past 8 years.

They were undefeated in District Play extending their District Record to 59-0 over the last 8 seasons. This year's roster placed 7 players on the All-District Team including the District MVP and placed 4 players on the MHSAA All-State Team. Each player and coach each received a Proclamation declaring June 19, 2018 as the St. Patrick High School Lady Irish Day.

The Mayor called on Kristine Lee, Community Outreach Specialist for the Alzheimer's Association, and presented a proclamation for the Alzheimer's Association Longest Day Event, which will be Thursday, June 21, 2018. The Longest Day is when Mississippians will join advocates around the world to honor those affected by Alzheimer's Disease. Residents who participate are encouraged to do what they love to honor a caregiver, someone living with the disease or someone they have lost to Alzheimer's. This effort is meant to raise funds to advance the critical care and research needed for the disease.

Mayor Hewes then called up Ms. Denise Dimes Toles. Ms. Denise is the Recipient of the 2018 GIVE Award by the Governor's Initiative for Volunteer Excellence. Councilman Casey presented Ms. Toles with the Proclamation.

The Mayor called for Chief Leonard Papania to present a recognition award to Gulfport Police Department's Sgt. Tommy Payne for being on the Dean's Scholar List at the University of Louisville Southern Police Institute.

Upcoming Events:

1. Character Auditions - for Gulfport Harbor Lights Winter Festival, Tonight, June 19th
2. 4th Annual Senior Summer BBQ - Thursday, June 21 from 9:30 A.M. until 1 P.M.
3. Island View Beach Casino Grand Opening - Thursday, June 21 at 2 P.M.
4. Gulfport Chamber Taste Rattle and Roll - Thursday, June 21 from 5:30 P.M. until 8:30 P.M. at The View Showroom at the Island View Casino. Tickets available at the door.
5. 4th of July Fireworks - Wednesday, July 4 show starts at 8:45 P.M. south of Jones Park

Councilman Casey gave a brief summary of Juneteenth.

This concluded the Mayor's Report.

Policy Issues

Minutes / Public Hearing

- 1 Approval of minutes - for June 5, 2018.

Motion to Approve minutes for June 5, 2018, Moved By Ella Holmes-Hines, Seconded by R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote

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

- 2 Public Hearing - on amendments to the August 2007 Tax Increment Financing Plan, Gulfport Promenade, City of Gulfport, Mississippi.

*This Item was taken up after Item 5.

Motion to Open the Public Hearing, Moved By R.Lee Flowers, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

There being no one present to object or address the Council, Motion to Close the Public Hearing, Moved By Ella Holmes-Hines, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

- 3 Public Hearing - on proposed City of Gulfport, Mississippi, Urban Renewal Plan, the Central Gulfport Transportation Corridor District Project.

Motion to Open the Public Hearing on proposed City of Gulfport, Mississippi, Urban Renewal Plan, for the Central Gulfport Transportation Corridor District Project, the Downtown Urban Renewal Improvement District, and the Quarters Historic Minority Business District and Empowerment Zone, Moved By Cara Pucheu, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

The Following Citizens addressed the Council:

- Lizzie Martin - Resident of 4518 Indiana Avenue - #3
- Evelyn J Caldwell - Resident of 10471 Three Rivers Road Apt. 4-I - #3
- Howard Page - Resident of 224 Walston Avenue - #3
- Jacques Pucheu - Resident of 12152 Kencrest Drive - #3
- Mary Spinks Thigpen - Resident of 199 Holly Circle - #3
- Richard K Marsh - Resident of 8138 34th Avenue - #3
- Jerry Pryor - Resident of Soria City Area - #3

Motion to Close the Hearing, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

Motion to Approve the urban renewal project and plan for The Central Gulfport Transportation Corridor District based on the following findings, among others: (1) The City has previously determined that the area of this District is a blighted area and appropriate for an urban renewal project. (2) The City also previously prepared the proposed Urban Renewal Project or Plan with respect to this District and submitted this Plan to the City's Planning Commission for review and comment. (3) There will be no families or persons that will be displaced from this Urban Renewal District or area as a result of the proposed Plan and, therefore, no method is needed for the displacement of such persons. (4) The proposed Urban Renewal Project or Plan conforms to the City's General Plan or Comprehensive Plan as a whole. (5) The proposed Urban Renewal Project or Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the Urban Renewal District or area by private enterprise, Moved By Cara Pucheu, Seconded by Kenneth Casey

Vote: Motion Carried By The Following Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Rusty Walker, R.Lee Flowers, Cara Pucheu

Nay: Ella Holmes-Hines

Absent: Myles Sharp

- 4 Public Hearing - on proposed City of Gulfport, Mississippi, Urban Renewal Plan, the Downtown Urban Renewal Improvement District.

Motion to Approve the urban renewal project and plan for The Downtown Urban Renewal Improvement District based on the following findings, among others: (1) The City has previously determined that the area of this District is a blighted area and appropriate for an urban renewal project. (2) The City also previously prepared the proposed Urban Renewal Project or Plan with respect to this District and submitted this Plan to the City's Planning Commission for review and comment. (3) There will be no families or persons that will be displaced from this Urban Renewal District or area as a result of the proposed Plan and, therefore, no method is needed for the displacement of such persons. (4) The proposed Urban Renewal Project or Plan conforms to the City's General Plan or Comprehensive Plan as a whole. (5) The proposed Urban Renewal Project or Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the Urban Renewal District or area by private enterprise, Moved By Ron Roland, Seconded by Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

- 5 Public Hearing - on proposed City of Gulfport, Mississippi, Urban Renewal Plan, the Quarters Historic Minority Business District and Empowerment Zone.

Motion to Approve the urban renewal project and plan for The Quarters Historic Minority Business District and Empowerment Zone based on the following findings, among others: (1) The City has previously determined that the area of this District is a blighted area and appropriate for an urban renewal project. (2) The City also previously prepared the proposed Urban Renewal Project or Plan with respect to this District and submitted this Plan to the City's Planning Commission for review and comment. (3) There will be no families or persons that will be displaced from this Urban Renewal District or area as a result of the proposed Plan and, therefore, no method is needed for the displacement of such persons. (4) The proposed Urban Renewal Project or Plan conforms to the City's General Plan or Comprehensive Plan as a whole. (5) The proposed Urban Renewal Project or Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the Urban Renewal District or area by private enterprise, Moved By Kenneth Casey, Seconded by Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

- 5 - A Resolution - approving the adoption and implementation of 2018 amendments to the Tax Increment Financing Plan, Gulfport Promenade Project, City of Gulfport, Mississippi, August 2017, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

- 5 - B Resolution - approving Amended Security and Reimbursement Agreement with DDR Gulfport Promenade LLC ("Developer") for public infrastructure improvements to be reimbursed by Gulfport Tax Increment Financing Bond Proceeds and authorizing the Mayor to execute the same.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

Code Enforcement / Planning / Ordinances

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

Motion to Open the Code Enforcement Hearing, Moved By Cara Pucheu, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

There being no one present to object or address the Council, Motion to Close the Hearing and Approve the Resolution, Moved By Kenneth Casey, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

- 7 Certificate of Resubdivision - resubdivide into two parcels zoned R-1-15 (single-family): located north of and adjacent to John Clark Road, south of Flat Branch, east of Quail Ridge Road, and west of Tiara Drive - Case # 1805PC052 - Ward 7.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

- 8 Certificate of Resubdivision - resubdivide into three parcels zoned B-4 (Highway Business): located north of Poole Street, south of Middle Drive, east of Old Highway 49, and west of and adjacent to Highway 49 - Case # 1805PC053 - Ward 3.

Motion to Suspend the Rules, Moved By Ella Holmes-Hines, **Seconded by** Ron Roland

Motion to Approve Certificate of Resubdivision, Moved By R.Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Failed By Unanimous Roll Call Vote

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

Absent: Myles Sharp

- 9 Ordinance - rezone a tax parcel from R-1-10 (Single Family) to B-1 (Neighborhood Business): located north of Warren Drive, south of and adjacent to Dedeaux Road, east of Three Rivers Road, and west of Dede Drive - Case # 1805PC046 - in Ward 5.

Motion to Remand to Planning Commission for further discovery of the Development Plan, Moved By R.Lee Flowers, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

- 10 Ordinance - rezone the tax parcels from B-2 (General Business) to I-1 (Light Industrial) and a parcel from R-1-5 (Single-Family) to I-1: located north of and adjacent to John Hill Boulevard, south of Jefferson Street, east of Highway 49, and west of 8th Avenue - Case # 1805PC051 - in Ward 3.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

- Ordinance 2946 -

- 11 Ordinance - requesting amendments to the Comprehensive Zoning Ordinance, as amended, Section I. Definitions, and Section IV. Supplementary Regulations, (A) Supplementary use regulations, (2) Accessory building - Case # 1801PC017.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

- Ordinance 2947 -

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

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

- Ordinance 2948 -

Resolutions

- 13** Resolution - by the Gulfport City Council to adopt special rules of procedure governing official meetings of the Gulfport City Council and for related purposes.

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

Motion to Commit to a three (3) member committee for further recommendation, Moved By Ron Roland, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

*** Councilmembers Ron Roland, Ella Holmes-Hines, and R.Lee Flowers volunteered to sit on the committee.**

- 14** Resolution - approving Professional Legal Service Contract for Domestic Violence Prosecutor in the Gulfport Municipal Court and authorizing the Mayor to execute the same.

Motion to conditionally approve acceptance of VAWA and VOCA grants should they be issued for the 2018 - 2019 grant funding cycle for the part-time domestic violence prosecutor, part-time domestic violence investigator, and full-time domestic violence victims advocate contractor positions as overseen by the Mississippi Department of Health, and approving and authorizing the Mayor to sign contracts on the City's behalf with these contractors upon issuance of the applicable grants, provided the same are approved by the Office of the City Attorney and subsequently placed in the minutes of the City's Governing Authority, Moved By R.Lee Flowers, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

- 15** Resolution - approving agreement with domestic violence victim advocate and for related purposes.

Motion to conditionally approve acceptance of VAWA and VOCA grants should they be issued for the 2018 - 2019 grant funding cycle for the part-time domestic violence prosecutor, part-time domestic violence investigator, and full-time domestic violence victims advocate contractor positions as overseen by the Mississippi Department of Health, and approving and authorizing the Mayor to sign contracts on the City's behalf with these contractors upon issuance of the applicable grants, provided the same are approved by the Office of the City Attorney and subsequently placed in the minutes of the City's Governing Authority, Moved By R.Lee Flowers, Seconded by Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

- 16** Resolution - approving Supplemental Agreement #2 with Pickering Firm, Inc., for the Water Resources, Transportation, and Economic Development Infrastructure Project and authorizing the Mayor to execute the same.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

- 17** Resolution - approving Change Order #2 to the contract with LJ Construction, Inc., for the Nugent Area Gravity Sewer Improvements Project and authorizing the Mayor to execute the same.

*** Councilmember Pucheu recused and removed herself from the Chambers during the discussion and vote on this item.**

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

Vote: Motion Carried By The Following Roll Call Vote

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

Absent: Myles Sharp, Cara Pucheu (recused)

- 18** Resolution - approving Change Order #2 to the contract with David Rush Construction, LLC, for expansion of the Gulfport Sportsplex, Project B - Building Project and authorizing the Mayor to execute the same.

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

Vote: Motion Carried By The Following Roll Call Vote

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

Abstain: Rusty Walker

Absent: Myles Sharp

- 19 Resolution - approving Certificate of Substantial Completion for Nugent Area Gravity Sewer Improvements Project and authorizing the Mayor to execute the same.

*** Councilmember Pucheu recused and removed herself from the Chambers during the discussion and vote on this item.**

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

Vote: Motion Carried By The Following Roll Call Vote

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

Absent: Myles Sharp, Cara Pucheu (recused)

- 20 Resolution - approving Certificate of Substantial Completion for expansion of the Gulfport Sportsplex, Project B - Sitework - Building Project and authorizing the Mayor to execute the same.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

- 21 Resolution - requesting authorization to expand the boundaries of Gulfport Main Street and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

- 22 Resolution - formally requesting assistance from the Harrison County Board of Supervisors with respect to improvements to the park area surrounding the Katie Booth Community Center in the City of Gulfport, Mississippi, to seek approval of said request by the Board, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

- 23** Resolution - formally requesting assistance of the Harrison County Board of Supervisors with respect to improvements to the park located at the intersection of Bullis Avenue and 20th Street in the City of Gulfport, to seek approval of said request by the Board, and for related purposes.

Motion to Approve, Moved By Ella Holmes-Hines, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

- 24** Resolution - authorizing the Mayor, or his designee, to execute Mississippi Motor Boat Registration Application and any other documentation needed for the City of Gulfport to obtain title to, sea spicious, a derelict vessel abandoned in the Gulfport Marina and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

- 25** Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at 2018 View the Cruise and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

- 26** Acceptance - of Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2017, Independent Auditors' Report and Special Audit Reports for the Fiscal Year ended September 30, 2017.

Motion to Approve Acceptance of Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2017, Independent Auditors' Report and Special Audit Reports for the Fiscal Year ended September 30, 2017, Moved By Cara Pucheu, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

- 27 Acceptance - of Utility Partners, LLC Performance Report for Water & Sewer Maintenance and Streets & Drainage Maintenance Contract for FY 2017.

Motion to Approve Acceptance of Utility Partners, LLC Performance Report for Water & Sewer Maintenance and Streets & Drainage Maintenance Contract for FY 2017, Moved By Ella Holmes-Hines, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Cara Pucheu+

Absent: Myles Sharp, R.Lee Flowers

- 28 Recommendation - regarding Release of Retainage to Utility Partners, LLC for performance of water and sewer maintenance, and streets and drainage maintenance contract for FY 2017.

Motion to Approve Recommendation regarding Release of Retainage to Utility Partners, LLC for performance of water and sewer maintenance, and streets and drainage maintenance contract for FY 2017 and authorize the issuance of a special check, Moved By Cara Pucheu, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Cara Pucheu

Absent: Myles Sharp, R.Lee Flowers

Budget Amendments / Docket of Claims

- 29 Budget Amendment #35 - to budget funds in the Police Department received as a result of a forfeiture.

Motion to Approve Budget Amendment #35, Moved By Cara Pucheu, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Cara Pucheu

Absent: Myles Sharp, R.Lee Flowers

- 30 Budget Amendment #36 - to transfer funds for Fuel/Maintenance/Project budgets.

Motion to Approve Budget Amendment #36, Moved By Cara Pucheu, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Cara Pucheu

Absent: Myles Sharp, R.Lee Flowers

- 31** Budget Amendment #37 - transfer of funds for advertising related to 2018 Cruisin' the Coast event.

Motion to Approve Budget Amendment #37, Moved By Cara Pucheu, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Cara Pucheu

Absent: Myles Sharp, R.Lee Flowers

- 32** Docket of Claims - to be approved through June 20, 2018.

Motion to Approve the Docket of Claims in the amount of \$7,174,094.97, Moved By Cara Pucheu, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Cara Pucheu

Absent: Myles Sharp, R.Lee Flowers

Routine Agenda

Motion to Approve the Routine Agenda as presented, Moved By Cara Pucheu, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Cara Pucheu

Absent: Myles Sharp, R.Lee Flowers

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

Approved on Routine Agenda

- 34** Ratification - of GRC Line of Credit expenditures for the months of April and May, 2018 - to be made a part of the minutes.

Approved on Routine Agenda

- 35** Public Records Requests - for the month of April 2018 - to be made a part of the minutes.

Approved on Routine Agenda

- 36** Letter - requesting one year renewal of contract with Bonds Janitorial for City Wide Janitorial Services - to be made a part of the minutes.

Approved on Routine Agenda

- 37** Letter - regarding amendment to Term Contract Group Z, addition of dumpsters at Gulfport Sportsplex - to be made a part of the minutes.

Approved on Routine Agenda

- 38** Letter - regarding the purchase of a Heavy Duty Surface Lift for the Department of Public Works Maintenance Garage - to be made a part of the minutes.

Approved on Routine Agenda

- 39** Letter of Recommendation - regarding the purchase of shade structures for the City of Gulfport Sportsplex Expansion - to be made a part of the minutes.

Approved on Routine Agenda

- 39 - A** Ordinance - amending Ordinance No. 2822 previously adopted by the City of Gulfport, Mississippi that requires installation and construction of a fiber optic system with the City of Gulfport, Mississippi.

*** This Item was taken up after Executive Session.**

- 39 - B** Ordinance - amending Ordinance No. 2821 previously adopted by the City of Gulfport, Mississippi that incentivizes the construction and availability of state of the art internet service presently known as Fiber-to-the-Home" (FTTH) Broadband Service.

*** This Item was not taken up.**

Public Agenda

The President called for comments during the Public Agenda.

The Following Citizen(s) addressed the Council:

- Dorothy McClendon - Resident of 1319 19th Street
- Jacques Pucheu - Resident of 12152 Kencrest Drive
- Bob Pattillo -Developer
- Douglas Cockerham - Resident of 819 Latimer Road

This concluded the Public Agenda.

Council Comments

Memorial Adjournment

- Reverend Dr. Lawrence Collins, Sr.
- Ms. Dona Richmond
- Mr. David Fitch
- Ms. Kathryn Hage
- Mr. Daniel Day
- Mrs. Veta Griffith

Executive Session

General Counsel advised that there was a need to enter Executive Session to discuss potential litigation with CSpire regarding the Fiber Optic Franchise Agreement and a personnel issue within the Engineering Department. Upon hearing from Counsel, Motion to enter Executive Session at 4:45 P.M., Moved By Cara Pucheu, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Cara Pucheu

Absent: Myles Sharp, R.Lee Flowers

The Council entered Executive Session at 4:50 P.M. In attendance: Members of the Council: Kenneth Casey, Ron Roland, Ella Holmes-Hines (in at 4:54 P.M.), Rusty Walker, and Cara Pucheu, Mayor Billy Hewes, General Counsel Hugh Keating, CAO Dr. John R. Kelly, City Attorney Jeff Bruni (out at 5:28 P.M.), Director of Engineering Kris Riemann, Clerk of Council Ronda Cole, and Deputy Clerk of Council Brittany Rodgers.

Motion to exit Executive Session at 5:35 P.M., Moved By Kenneth Casey, Seconded by Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Cara Pucheu

Absent: Myles Sharp, R.Lee Flowers

General Counsel Hugh Keating stated the no official action was taken in Executive Session.

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

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

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Cara Pucheu

Absent: Myles Sharp, R.Lee Flowers

- Ordinance 2949 -

*See Item 39 - A

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn in memory of Reverend Dr. Lawrence Collins, Sr., Ms. Dona Richmond, Mr. David Fitch, Ms. Kathryn Hage, Mr. Daniel Day, and Mrs. Veta Griffith, until July 10, 2018 at 1:30 P.M. for a Regular Council Meeting, Moved by Ron Roland, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Cara Pucheu

Absent: Myles Sharp, R.Lee Flowers

City Clerk

Mayor

Agenda Adjustments

5 - A Resolution - TIF Plan, Gulfport Promenade Project

5 - B Resolution - Amended Security and Reimbursement Agreement with DDR Gulfport Promenade LLC

39 - A Ordinance - amending Ordinance No. 2822

39 - B Ordinance - amending Ordinance No. 2821



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Deputy Clerk of Council
City Council

Date: 07/11/2018

Subject: Approval of minutes - for July 10, 2018.

Recommendation:



City of Gulfport, Mississippi

Minutes City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, July 10, 2018

1:30 PM

*Gulfport City Hall
Council Chambers*

1:30 P.M. Invocation, Pledge of Allegiance, Call to Order

The Members of the Council met at City Hall at 1:30 P.M., on the above date, same being an adjourned meeting from a Regular Council Meeting held on June 19, 2018 at 1:30 P.M.

Present: Mayor Billy Hewes, General Counsel Hugh Keating, **Councilmembers:** Kenneth Casey, Ron Roland, Ella Holmes-Hines (in at 1:42 P.M.), Rusty Walker, Myles Sharp, R.Lee Flowers, and Cara Pucheu.

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

Agenda Order

Motion to Accept the Agenda with the following adjustment, swap the order of items 4 and 5, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Ella Holmes-Hines

Presentation Agenda

The President called for the Mayor's Report.

The Mayor called for Francisco Gonzales and the architects to give an update on the Brown Condor Museum. After which, Mr. David Kimmel and Roy Anderson Corporation gave an update on the Mississippi Aquarium Construction Progress.

Upcoming Events:

- Cinema by the Shore - Friday, June 20 at Jones Park showing "Moana" - activities begin at 6:30 P.M. and movie starts at 8 P.M. (dusk).
- Back to School Health & Wellness Fair - Saturday, August 4 from 9 A.M. until Noon at the Barksdale Pavilion at Jones Park - free health screenings, over 50 local health and wellness organizations, giveaways, and free backpacks.
- The Gulfport Harbor Market - Open each Wednesday from 9 A.M. until 1 P.M. in Jones Park - fresh produce, plants, meats, cheeses and more! Support our local farmers!

Mayor Hewes also congratulated the Gulfport Fire Department on receiving a Class 2 Fire Protection Rating. Gulfport now holds the highest rating and is the first to ever receive a Class 2 rating in the history of the State. This rating puts the Gulfport Fire Department in the Top 2% of all Fire Departments in the Nation.

This concluded the Mayor's Report.

Policy Issues

Minutes / Committee Report

- 1 Approval of minutes - for June 19, 2018.

Motion to Approve minutes for June 19, 2018, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

- 2 Special Committee Report - Master Services Agreements.

Motion to Postpone the Special Committee Report for Master Services Agreements until July 17, 2018, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Code Enforcement / Planning / Ordinances

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

Motion to Open the Code Enforcement Hearing, Moved By Cara Pucheu, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

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

There being no one present to object or address the Council, Motion to Close the Hearing and Approve the Resolution, Moved By Cara Pucheu, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

- 4 Ordinance - rezone the tax parcel from R-2 (Single-family) to R-B (Residential Business): 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 # 1805PC049 - Ward 4.

*** Councilmembers Ron Roland, Rusty Walker and Cara Pucheu recused and removed themselves from the Chambers during the discussion and vote on this item. Council Vice President Myles Sharp served as acting President during this item.**

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

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers

Absent and Recused: Ron Roland, Rusty Walker, Cara Pucheu

- Ordinance 2950 -

- 5 Ordinance - to rezone a tax parcel from R-2 (Single-Family) to R-B (Residential Business): 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 # 1805PC050 - Ward 4.

*** Councilmembers Ron Roland, Rusty Walker and Cara Pucheu recused and removed themselves from the Chambers during the discussion and vote on this item. Council Vice President Myles Sharp served as acting President during this item.**

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

The following individuals addressed the Council:

- Attorney Donovan Scruggs, representing 9P Holdings (applicant).
- Jacques Pucheu, representing 9P Holdings (applicant).
- Attorney Christian Strickland, representing the Mavars (objectors).
- Attorney Joe Sam Owen, representing objectors.
- Attorney John Scanlon, representing 9P Holdings (applicant).

General Counsel advised that there was a need to enter Executive Session to discuss pending litigation that is on appeal with the Supreme Court and potential litigation regarding this particular proceeding. Upon hearing from Counsel, Motion to enter Executive Session at 3:19 P.M., Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers

Absent and Recused: Ron Roland, Rusty Walker, Cara Pucheu

The Council entered Executive Session at 3:23 P.M. In attendance: Members of the Council: Kenneth Casey, Ella Holmes-Hines, Myles Sharp, and R.Lee Flowers, Mayor Billy Hewes, General Counsel Hugh Keating, CAO Dr. John R. Kelly, and Clerk of Council Brittany Rodgers. **Absent and Recused: Members of the Council:** Ron Roland, Rusty Walker, and Cara Pucheu.

Motion to exit Executive Session at 3:42 P.M., Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Myles Sharp, R.Lee Flowers

Absent and Recused: Ron Roland, Rusty Walker, Cara Pucheu

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

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

The following vote was taken on the pending motion:

Vote: Motion Carried By The Following Roll Call Vote

Aye: Kenneth Casey, Myles Sharp, R.Lee Flowers

Nay: Ella Holmes-Hines

Absent and Recused: Ron Roland, Rusty Walker, Cara Pucheu

- Ordinance 2951 -

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

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

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Myles Sharp, Cara Pucheu

Absent: Ron Roland (out of room), Rusty Walker (out of room), R.Lee Flowers (out of room)

- Ordinance 2952 -

- 7 Objection - of Planning Commission Recommendation for Certificate of Resubdivision - divide the tax parcel into four parcels, zoned B-1 and R-2: located north of Sundown Lane, south of and adjacent to W Taylor Road, east of and adjacent to Carl Legett Road, and west of and adjacent to Lorraine Road - Case # 1801PC005 - Ward 4.

Motion to Postpone Certificate of Resubdivision until September 18, 2018, Moved By Kenneth Casey, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Myles Sharp, Cara Pucheu

Absent: Ron Roland (out of room), Rusty Walker (out of room), R.Lee Flowers (out of room)

- 8 Final Plat - corrections to previously approved Final Plat for The Westwood District Florence Gardens Phase IV - Case # 1801PC016 - Ward 6.

Motion to Approve the corrected Final Plat for The Westwood District Florence Gardens Phase IV, Moved By Ella Holmes-Hines, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Myles Sharp, Cara Pucheu

Absent: Ron Roland (out of room), Rusty Walker (out of room), R.Lee Flowers (out of room)

Resolutions / Request

- 9 Resolution - appointing Brittany L. Rodgers to the position of Clerk of Council.

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

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Myles Sharp, Cara Pucheu

Absent: Ron Roland (out of room), Rusty Walker (out of room), R.Lee Flowers (out of room)

- 10 Resolution - approving award to W.C. Fore Trucking, Inc. for the Brickyard Bayou Drainage Improvements Project - Phase 2B, and approving contract between the City of Gulfport and W.C. Fore Trucking, Inc. and authorizing the Mayor to execute the same.

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

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Myles Sharp, Cara Pucheu

Absent: Ron Roland (out of room), Rusty Walker (out of room), R.Lee Flowers (out of room)

- 11 Resolution - approving Letter Agreement No. 1 with Mississippi Engineering Group, LLC., for the Dedeaux Road Improvements Project - Phase I and authorizing the Mayor to execute the same.

Motion to Approve, Moved By Cara Pucheu, **Seconded by** Myles Sharp

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Myles Sharp, Cara Pucheu

Absent: Ron Roland (out of room), Rusty Walker (out of room), R.Lee Flowers (out of room)

- 12 Resolution - approving change order #1 with Gulf Breeze Landscaping, Inc., for the Pier Damages Repairs cause by Hurricane Nate Project and authorizing the Mayor to execute the same.

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

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ella Holmes-Hines, Myles Sharp, Cara Pucheu

Absent: Ron Roland (out of room), Rusty Walker (out of room), R.Lee Flowers (out of room)

- 13 Resolution - approving Change Order #4 to the contract with Moran Hauling, Inc., for the Coffee Creek Drainage Improvements Project, and authorizing the Mayor to execute the same.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Ron Roland (out of room)

- 14** Resolution - approving Certificate of Substantial Completion for the Benefield Sewer Improvements Project and authorizing the Mayor to execute the same.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

- 15** Resolution - approving sale of sidearm to Sergeant Elfren Acosta upon his retirement from the City of Gulfport and setting the amount to be paid for said firearm pursuant to Mississippi Code Annotated § 45-9-131 (rev. 2014).

Motion to Approve, Moved By Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, and Cara Pucheu, **Seconded by** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, and Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

- 16** Resolution - accepting the Fiscal Year 2017 Justice Assistance Grant (JAG) and authorizing the Mayor to execute the same.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

- 17** Resolution - approving Application with KCS for License to install pipeline for the U.S. Highway 49 at 18th Street Drainage Improvements Project and authorizing the Mayor to execute the same.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

- 18** 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.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

- 19** Request - permission to complete construction of the Flat Branch NRCS Project using the Gulfport Repair & Replacement Unit Price Project Contract with DNA Underground, LLC.

Motion to Approve Request for permission to complete construction of the Flat Branch NRCS Project using the Gulfport Repair & Replacement Unit Price Project Contract with DNA Underground, LLC., Moved By Cara Pucheu, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Budget Amendments / Docket of Claims

- 20** Budget Amendment #38 - to transfer funds received from Propertyroom.com within the Police Department.

Motion to Approve Budget Amendment #38, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

- 21** Budget Amendment #39 - to transfer funds received from Harrison county Tax Collector Lot Assessments to Urban Development.

Motion to Approve Budget Amendment #39, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

- 22** Budget Amendment #40 - to obligate funds for the 2018 Gulfport Harbor Lights Winter Festival.

Motion to Approve Budget Amendment #40, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

- 23** Docket of Claims- to be approved through July 11, 2018.

Motion to Approve the Docket of Claims in the amount of \$2,124,596.64, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Routine Agenda

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

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

Approved on Routine Agenda

- 25** Ratification - of GRC Line of Credit expenditures - to be made a part of the minutes.

Approved on Routine Agenda

- 26** Public Records Report - for the month of May 2018 - to be made a part of the minutes.

Approved on Routine Agenda

- 27** Year-To-Date Budget Report - for the month of May 2018 - to be made a part of the minutes.

Approved on Routine Agenda

- 28** Privilege License Report - for the month of April 2018 - to be made a part of the minutes.

Approved on Routine Agenda

- 29** Privilege License Report - for the month of May 2018 - to be made a part of the minutes.

Approved on Routine Agenda

- 30** Letter - requesting authorization to engage Universal Concepts for installation and break-down services for the 2018 Gulfport Harbor Lights Winter Festival.

Approved on Routine Agenda

- 31** Letter - regarding bid awarded by Purchasing to Lyman Well Company LLC for Gould's Four Stage Pump Replacement - Water Department - to be made a part of the minutes.

Approved on Routine Agenda

- 32** Letter - regarding bid awarded by Purchasing to Sellmark for Rifle Reflex Sights - Police Department - to be made a part of the minutes.

Approved on Routine Agenda

- 33** Letter - regarding bid awarded by Purchasing to Gulf States Distributors for Rifle Accessories - Police Department - to be made a part of the minutes.

Approved on Routine Agenda

- 34** Letter - regarding bid awarded by Purchasing to IT SAVVY for computer equipment - IT Department - to be made a part of the minutes.

Approved on Routine Agenda

- 35** Letter - regarding bid awarded by Purchasing to IT SAVVY, LLC for Hard Drive Destroyer - Information Technology - to be made a part of the minutes.

Approved on Routine Agenda

- 36** Letter of Recommendation - regarding services provided by Turf Masters for the 2018 Gulfport Harbor Lights Winter Festival.

Approved on Routine Agenda

- 37** Legal Notice - advertisement for bids for the purchase of one (1) each new and unused valve insertion system for the Department of Public Works.

Approved on Routine Agenda

- 38** Acceptance - letter of resignation of Ronda S. Cole, Clerk of Council.

Approved on Routine Agenda

Public Agenda

The President called for comments during the Public Agenda.

The Following Citizen(s) addressed the Council:

- David Easterling - Resident of The Sugar Mill Apartments

This concluded the Public Agenda.

Council Comments

Memorial Adjournment

- Ms. Princess A. James
- Mrs. Christie Lynne Ham

Executive Session

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn in memory of Ms. Princess A. James and Mrs. Christie Lynne Ham, until July 17, 2018 at 1:30 P.M. for a Regular Council Meeting, Moved by Kenneth Casey, Seconded by R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote

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

City Clerk

Mayor



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Deputy Clerk of Council
City Council

Date: 07/09/2018

Subject: Ratification - of appointment to the Gulfport Redevelopment Commission.

Recommendation:



OFFICE OF MAYOR

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

City Hall
2309 15th St.
Gulfport, MS 39501

July 10, 2018

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

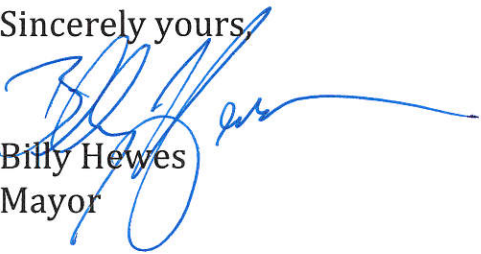
Dear Council Members,

I respectfully submit to you for consideration the appointment of Mr. Wayne Tisdale to serve on the Gulfport Redevelopment Commission. Mr. Tisdale will replace Mr. Sal Domino whose term expires July 15, 2018.

Mr. Tisdale is a lifelong resident of Gulfport where he retired from Stewart Sneed Hewes/Bancorp South Insurance Group as Executive Vice President in 2016. He has been an integral part of our community for many years and I am confident in his ability to serve and represent our city. Mr. Tisdale's appointment will be for a period of five (5) years and will expire July 15, 2023.

Your ratification of Mr. Tisdale's appointment will be greatly appreciated.

Sincerely yours,


Billy Hewes
Mayor

JULY 2018

Retired Insurance Executive

Stewart Sneed Hewes/BancorpSouth Insurance 1985-2016

EDUCATION

Delta State University

Bachelor of Business Administration 1970 •

- Kappa Alpha Order

Mississippi Gulf Coast Community College

Associates Degree 1968

Gulfport High School

Diploma 1966

WORK EXPERIENCE

Stewart Sneed Hewes/BancorpSouth Insurance

Sales & Management 1985-2016

Principle 1989-1999

Executive Vice President 1994-2016

Fox Everett Insurance ; Sales 1980-1985

Community Publishing Company, Inc. Founder, Publisher, Editor 1976-1980

Gulf Publishing Company 1971-1976 Advertising Sales

COMMUNITY INVOLVEMENT

Chamber of Commerce; Merchants Association; March of Dimes; Harbor Square

Development Commission

SKILLS

- Development and management of self-insurance programs
- Public entity Insurance
- Management of Sales Process
- Risk Management
- Presentations/Proposals
- Association Insurance Programs
- Acquisitions

POLITICS

Mississippi Institute of Politics Fellow 1976

Local Campaign Management of Presidential, Governor, Lt. Governor, Senatorial, Congressional, Mayorial, Council, Supervisor, Sheriff, Mississippi Legislative campaigns since 1976

Skilled in campaign organization and management, fund raising, messaging, strategy, voter turn-out

Currently serving as Vice Chairman of Harrison County Republican Executive Committee; member of State Executive Committee and State Central Committee of the Mississippi Republican Party

Currently serving on Session of Westminster Presbyterian Church



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Deputy Clerk of Council
Engineering

Date: 07/13/2018

Subject: Special Committee Report - Master Services Agreements.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 07/09/2018

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: July 9, 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 July, 2018.

Please place the attached item on the Council agenda for
July 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: July 9, 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 July, 2018, to the City Council:

WARD 2

- Parcel 1: 1010K-01-039.000. Lot 12, Blk. 11, Lake Forest Subd. Unit #2 – 708 Augustine Drive. Repair or remove inoperable vehicle(s) from site. Also a current registration for vehicle(s). (Johnson)
- Parcel 2: 1010N-04-007.003. Lot 4, Blk. 6, Cowan Road Homes Subd. - 492 Northeast Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Poe & Talbert)

WARD 3

- Parcel 3: 0810F-04-016.000. Lots 1-2, Blk. 314, North Gulfport – 2506 Madison Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Tinner)
- Parcel 4: 0811G-04-024.000. Lots 7-8, Blk. 21, Soria City - 1630 20th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (State of MS)
- Parcel 5: 0811G-04-014.000. Lots 26-27, Blk. 21, Soria City – 1611 21st Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (McDuffie)
- Parcel 6: 0811H-05-027.000. N 1/2 of Lot 7, Blk. 17, Soria City – 1332 19th Street. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Thompkins)

WARD 4

- Parcel 7: 0911C-01-150.000. Lots 25-27 Inc., Blk. 5, Live Oak – 112 23rd Street. Repair or remove inoperable vehicle(s) from site. Also current tags for all vehicle(s). (Langenbach)
- Parcel 8: 0911B-01-011.001. 315 Courthouse Road B. Repair or remove inoperable vehicle(s) from site. Also current tags for all vehicle(s). (Faler LLC)
- Parcel 9: 0910N-03-049.000. Lot 1 & E 1/2 of Lot 2, Blk. 26, East Magnolia Grove – 2803 G Avenue. Remove all trash and miscellaneous debris from site. (Ellis)
- Parcel 10: 0910O-02-048.000. W 50 Ft. of Lots 15-16, Blk. 4, East Park Subd. - 12 31st Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Grimm)
- Parcel 11: 1009N-02-047.000. Lot 8, Blk. 9, Replat of Brentwood Subd. – 11 Nottingham Circle. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Tice)

WARD 7

- Parcel 12: 0808D-02-073.000. Lot 3, Blk. 1, Northwood Hills Subd. Phase 3 – 12440 Crestwood Drive. Remove all trash and miscellaneous debris from site. (McManus)

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 July, **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 uncleanliness as to be a menace to the public health, safety and welfare of the community; and

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

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

- | | |
|-----------|--|
| Parcel 1: | 1010K-01-039.000. Lot 12, Blk. 11, Lake Forest Subd. Unit #2 – 708 Augustine Drive. Repair or remove inoperable vehicle(s) from site. Also a current registration for vehicle(s). (Johnson) |
| Parcel 2: | 1010N-04-007.003. Lot 4, Blk. 6, Cowan Road Homes Subd. - 492 Northeast Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Poe & Talbert) |
| Parcel 3: | 0810F-04-016.000. Lots 1-2, Blk. 314, North Gulfport – 2506 Madison Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Tinner) |
| Parcel 4: | 0811G-04-024.000. Lots 7-8, Blk. 21, Soria City - 1630 20th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (State of MS) |
| Parcel 5: | 0811G-04-014.000. Lots 26-27, Blk. 21, Soria City – 1611 21st Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (McDuffie) |
| Parcel 6: | 0811H-05-027.000. N 1/2 of Lot 7, Blk. 17, Soria City – 1332 19th Street. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Thompkins) |
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- tags for all vehicle(s). (Langenbach)
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- Parcel 12: 0808D-02-073.000. Lot 3, Blk. 1, Northwood Hills Subd. Phase 3 – 12440 Crestwood Drive. Remove all trash and miscellaneous debris from site. (McManus)

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: July 9, 2018

Re: Appeal - Variance 1806ZB065: Heinrich and Associates, LLC, agent for Jennifer Davi, property owner, requests a variance of 5 feet to allow an 8-foot tall fence in the front setback where 3 feet is the maximum height allowed at 2082 Beach Drive on the tax parcel 1010P-03-015.000 zoned R-1-7.5 (Single-family): located north of and adjacent to Beach Drive, south of CSX Railroad, east of and adjacent Mockingbird Lane, and west of Venetian Gardens, in Ward 2.

Zoning Board of Adjustments and Appeals recommendation: To deny applicant request.

Motion: Mr. Boddie

Second: Mr. Pharr

LEE PALERMO	– Chairman
LESLIE NORTH	– Yea
MARY ANN WIGINTON	– Nay
MICHAEL DANIELS	– Yea
ROBERT PHARR	– Yea
JONATHAN MARSHALL	– Recused
NATHAN BODDIE	– Yea

Action: Motion carried 4-1, 1 Recused

Speaking for the Petition: Freddie Fountain

Speaking against the Petition:

1. Cheryl Lovelace
2. Shirley Godsey
3. Len Blackwell
4. John Godsey
5. Jerrel Townsend
6. Kerry Ryan

On June 21, 2018 the Zoning Board recommended denial of the above referenced case.

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

Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 1806ZB065

Hearing Date: June 21, 2018

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

Legal: Heinrich and Associates, LLC, agent for Jennifer Davi, property owner, requests a variance of 5 feet to allow an 8-foot tall fence in the front setback where 3 feet is the maximum height allowed at 2082 Beach Drive on the tax parcel 1010P-03-015.000 zoned R-1-7.5 (Single-family); located north of and adjacent to Beach Drive, south of CSX Railroad, east of and adjacent Mockingbird Lane, and west of Venetian Gardens, in Ward 2.

TECHNICAL DETAILS

Variances involve special cases where unique factors contribute to justify a use of property that does not conform to the City's enforced ordinances. Therefore, variances should not be granted unless they are able to adequately meet the following conditions:

- (a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) That an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution;
- (d) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance;
- (e) That the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and the hardship;
- (f) That the use proposed is permissible by right or with planning approval or by special exception.

(Ord. App. A Sec. VIII (B)(2)(c)(1))

Technical Report

VARIANCE

The applicant requests a variance in order to allow an 8-foot tall fence in a front yard where 3-feet is the maximum height allowed. The applicant's responses to the six questions for justification of a variance are listed to below:

- (a) The purpose of the fence is to secure a recently permitted pool and to protect the property. The home was applied for and permitted to be built in the rear of the property in 2016 and was completed in 2018. The new home is constructed in the rear of the property and thereby has a large front yard. The property is approximately 25,000 square feet with a 13,400 square foot front yard. Homes fronting along this section of Highway 90 are rare at this time. When they do, however, they typically incorporate large front yards
- (b) The plans for the pool were in place before the ordinance. The City of Gulfport adopted the new fence ordinance in mid-2017 and thereby disallowed fences over 3-foot in the front yard without a variance. However, the ordinance allows for customary fencing around recreational amenities to be permissible at district setbacks. The permit for the pool was approved in the front yard in April 2018 with the premise a fence would be provided for.
- (c) An 8-foot fence is required for safety. The adopted International Swimming Pool and Spa Code (ISPSC) Section 305, Barrier Requirements requires a minimum 4-foot tall fence for pools. Moreover, a 4-foot fence would be customary for a pool and not an 8-foot fence. Therefore, a maximum 4-foot fence is allowed by right around the pool and its supporting amenities. However, it would not be able to be 8 feet nor encompass the entire front yard.
- (d) The owners wish to take advantage of the Gulf view. Staff review of the MDOT Scenic Highway 90 showed only two permanent fences over six feet in height adjacent to the City of Gulfport's section of Highway 90. One being the barbed-wired fence to Centennial Plaza and the fence of the new Mississippi State Marine Research Facility. On the other hand, permanent fences between 6 and 4 feet are rare and approximately five are used. The majority of fencing on Highway 90 is 4 feet or below.
- (e) A fence is required for the pool. Therefore, a maximum 4-foot fence is allowed by right around the pool and its supporting amenities. However, it would not be able to be 8 feet nor encompass the entire front yard. Moreover, residential 8-foot fences are not common for the Gulfport section of this highway corridor or R-1-7.5 (Single-Family) district.
- (f) The fence use is allowed by right as accessory to a single-family home.

According to City of Gulfport Ordinances Appendix A Section IV (D)(7)(d), all applicants requesting a variance regarding fencing must also address the following:

1. Safety in regard to the subject property, adjacent properties, ingress and egress, streets, alleyways, and water bodies;
2. Visual impact on adjacent properties, streets, alleyways, and water bodies;

Technical Report

VARIANCE

3. Design in relation to other structures on the same lot, adjacent properties, and the neighborhood;
4. Impact on ingress and egress, if applicable;
5. Screening, buffering or separation of any nuisance or hazardous feature.
6. Compatibility with adjacent properties.

A staff review of the site found that the proposed fence would be in conflict with the requirements of Appendix A Section IV D (4) *visibility at intersections*. From this, the staff finds that any fence over 3 feet in height should be placed a minimum of 15 feet back from the front property line on Beach Drive and Mockingbird Lane so as to ensure safety for drivers and pedestrians accessing these streets.

Any approval should consider these conditions:

1. Any approved variance is subject to the rules and regulation regarding visibility at intersections. The final permitted fence will be required to meet all additional setbacks required for compliance with Appendix A Section IV D (4) *visibility at intersections*. Solutions that may maximize the area bounded by the fence may be considered at the time of permitting.
2. The Zoning Board has the option to modify its approval to allow all variances as written, restate their limits, or select which variances to approve.
3. Must meet all current codes and City Ordinances.

DEPARTMENTAL CONDITIONS

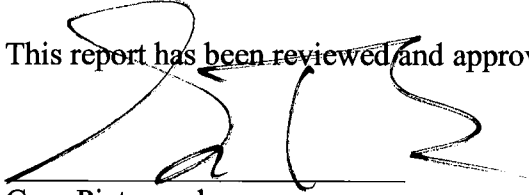
<u>Engineering:</u>	No conditions. Memo dated June 15, 2018.
<u>Public Works:</u>	No conditions. Memo dated June 12, 2018.
<u>Traffic and Safety:</u>	No conditions. Memo dated June 12, 2018.
<u>Building Code Services:</u>	No conditions. Memo dated June 6, 2018.
<u>GIS:</u>	No conditions. Memo dated June 8, 2018.
<u>Police Department:</u>	No conditions. Memo dated June 5, 2018.
<u>Fire Department:</u>	No conditions. Memo dated June 13, 2018.

DIRECTOR APPROVAL

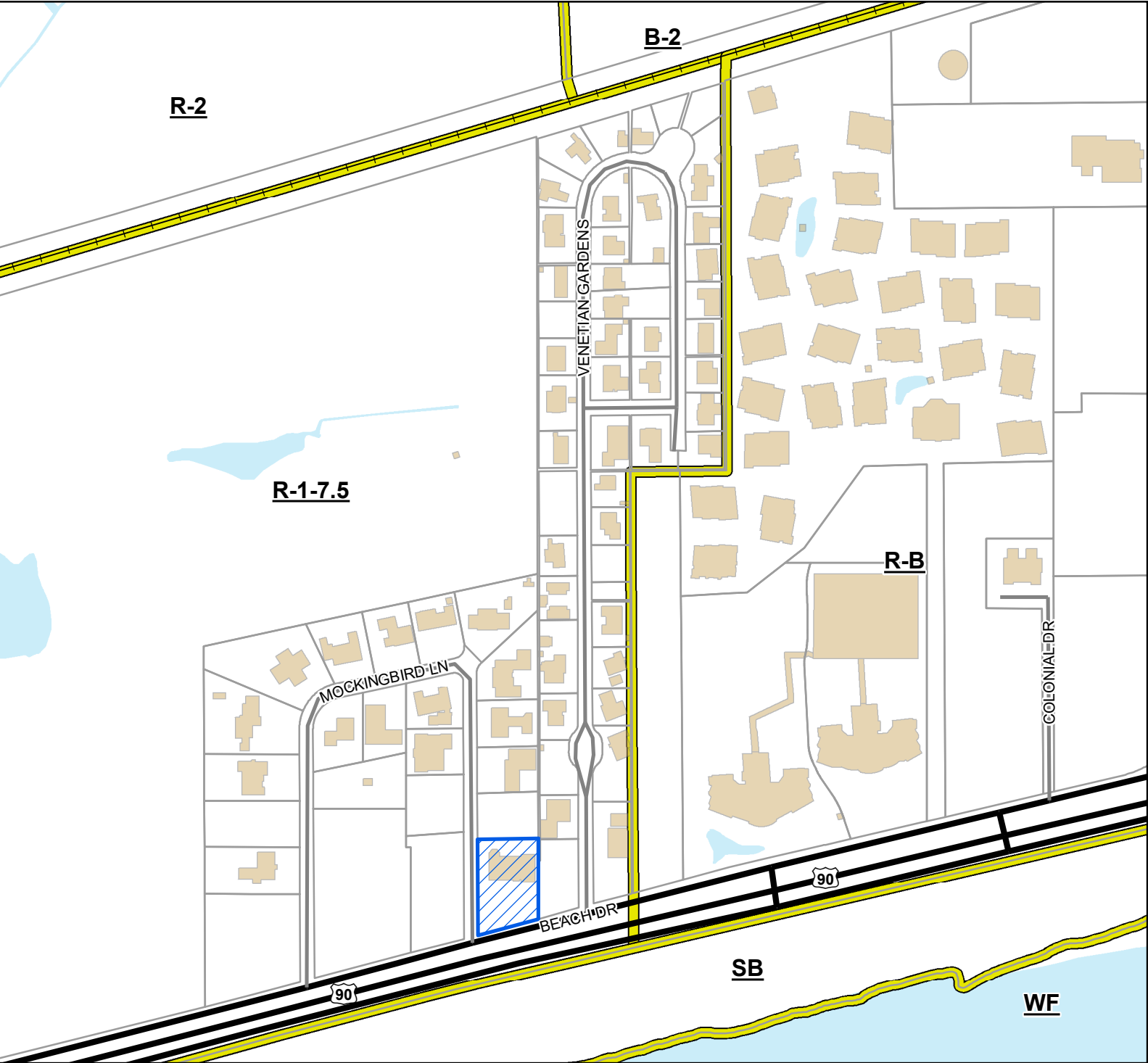
h.v

Technical Report
VARIANCE

This report has been reviewed and approved by:

A large, stylized handwritten signature in black ink, appearing to read 'G. Pietrangelo', written over a horizontal line.

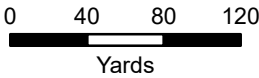
Greg Pietrangelo
Director of Urban Development Department



Legend

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

Site Information
 1010P-03-015.000
 Zoning: R-1-7.5 (Single Family)
 Size: 24,889 Sq Ft
 Flood: AE, .2% Annual



1 inch = 300 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.



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

For Staff Use Only

Case File #: 180628065Date Received: 5/2/18

Receipt #: _____

Received By: CLZoning: B-1-7.5Ward: 2 Flood: AESize: 24889 sq ft

APPLICATION FOR VARIANCE

Property Information

TAX PARCEL #

1	0	1	0	P	-	0	3	-	0	1	5	●	0	0	0
					-			-				●			
					-			-				●			

(If necessary, use separate sheet of paper)

Address of Property Involved: 2082 Beach Drive

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

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

To allow an 8' high decorative fence within the front yard where at 3' high fence along perimeter of property

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

Jennifer Davi

Printed Name Of Owner

2082 Beach Drive

Mailing Address

Gulfport MS 39507

City State Zip code

228-224-5337 562-896-5488

Home Phone Work/Cell Phone

rick@bhomesinc.com

Email

Signature Of Owner

Robert Heinrich w/ Heinrich & Associates, LLC

Printed Name Of Agent

370 Courthouse Road, Ste. 104

Mailing Address

Gulfport MS 39507

City State Zip code

228-896-6768

Home Phone Work/Cell Phone

bobby.h@heinrichassociates.net

Email

Signature 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.

**VARIANCE SUPPLEMENTAL APPLICATION for
Tax Parcel #1010P-03-015.000**

1. **Demonstrate that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. (i.e., What is special about your property that you need to request a variance?)**

The residence's swimming pool is located in the front yard. The 8' high fence will not only protect the property but will be used for security around the pool.

2. **Demonstrate that the special conditions and circumstances do not result from the actions of the applicant. (i.e., Show that you did not cause the need for the variance.)**

The plans were in place to install the fence before the Ordinance change.

3. **Demonstrate that an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution. (i.e., Explain what your hardship is and why the property can not comply with the zoning ordinance. Further, explain why this hardship is not commonly found on other properties?)**

Due to the pool being in the front yard, the 8' fence is required for safety.

4. **Demonstrate how the literal interpretation of the provisions of the zoning ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of the zoning ordinance. (i.e., Explain how the request meets the right of reasonable economic return and/or the right to reasonable development of your property which might generally be expected in your district.)**

The pool is under construction and is located in the front yard and will have heavy landscaping. Also, the property is located on the front beach off Highway 90 and the owners wish to take advantage of the Gulf view.

5. **Demonstrate that the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use their property in a manner as nearly equivalent to uses generally permitted in the district considering the conditions and circumstances involved and hardship. (i.e., Will you receive any special benefit that others who follow the Zoning Ordinance cannot receive?)**

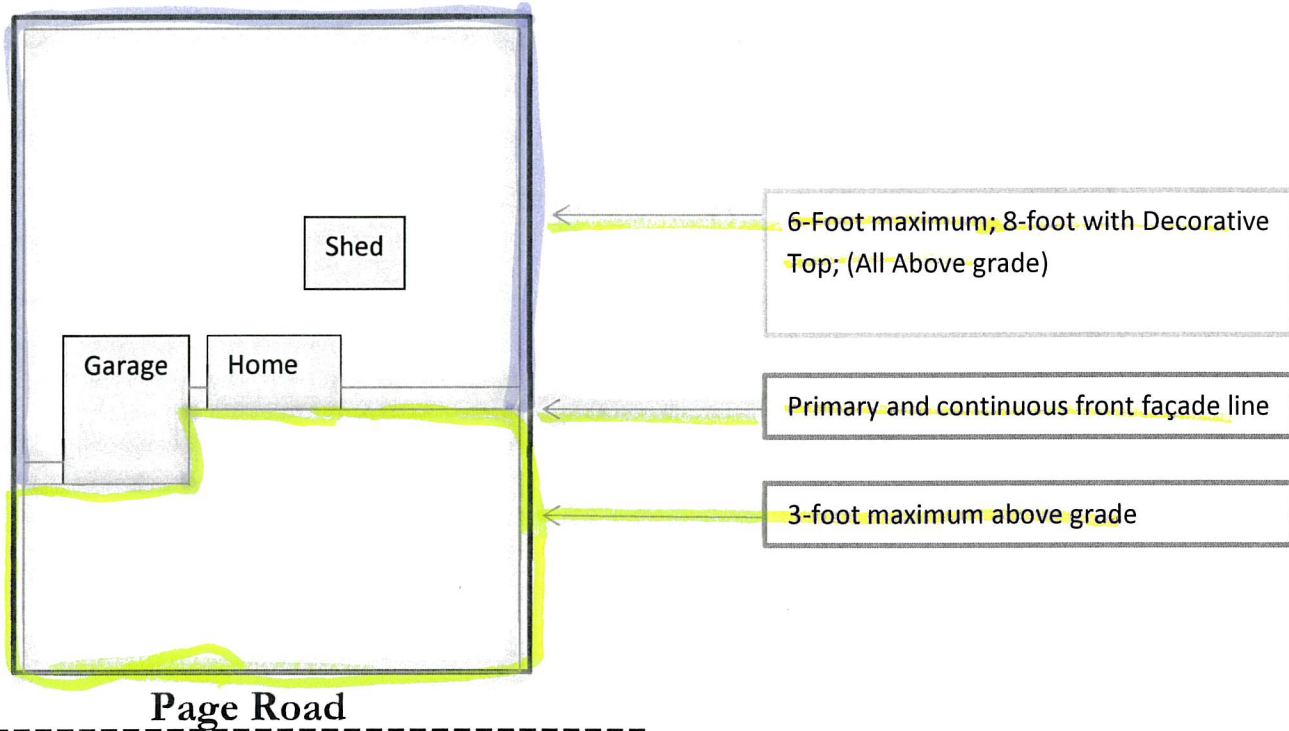
No special benefits will be received due to the fact that a fence is required around a swimming pool.

6. **Demonstrate how the use proposed is permissible by right, with planning approval or by special exception with respect to uses of land or structures.**

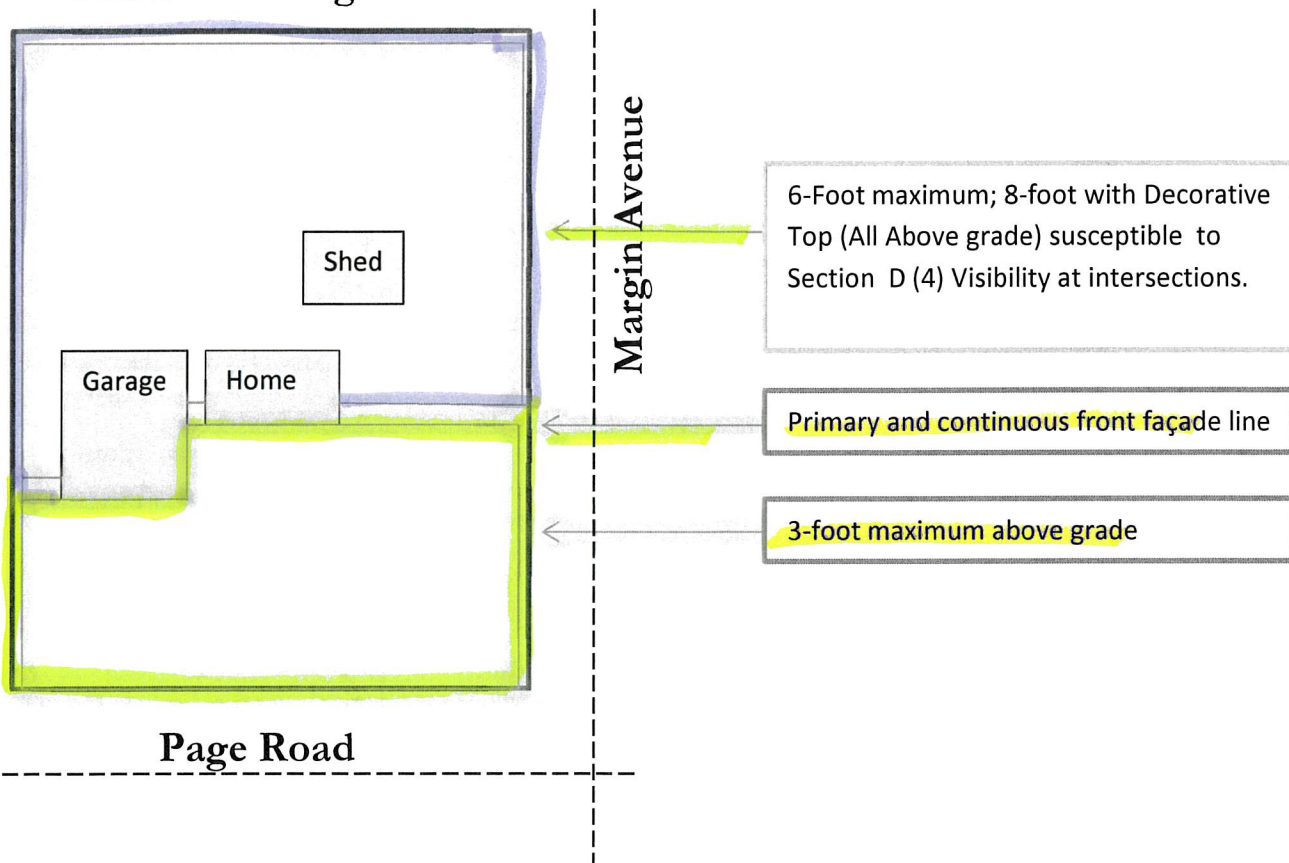
This variance should be permissible by right, with Planning Commission approval, because a security fence is located around a swimming pool.

Residential Fence Examples

Interior Residential Lot



Residential Lot Corner Building Site



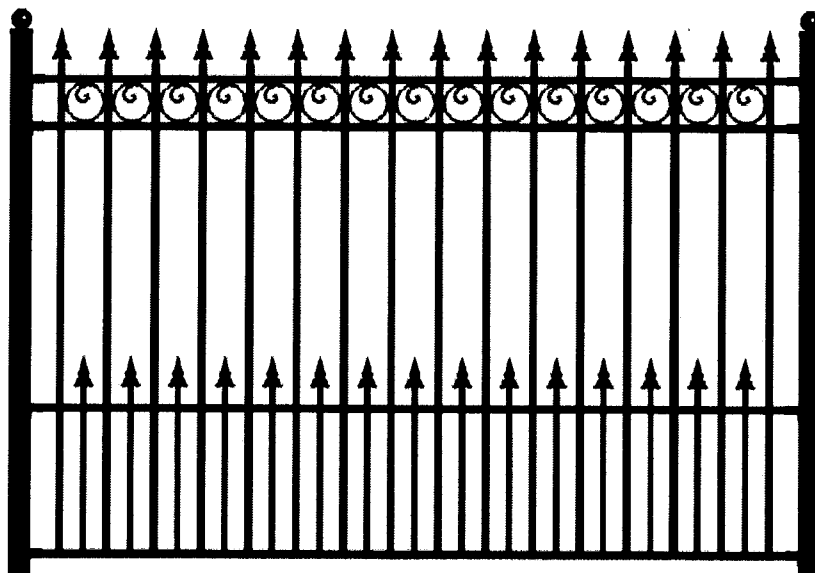
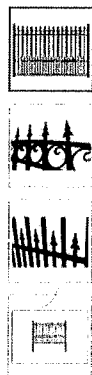
All Products / Exterior / Lawn & Garden / Fencing & Gates

Aleko New 8'x5' Iron Driveway Steel Fence Prague Style

SALE Sale
16% Off

Product Specifications

Need more info? Ask a question >



Product Description:

Are you seeking high quality ornamental wrought iron fences without the high price? We have the perfect alternative for you. We offer designs you will not find anywhere else! All of our fence capture the classic elegance of wrought iron fence designs and offer affordable prices. Our quality fence are all powder coated and galvanized for years of trouble free good looks and security. 1 post and 4 brackets Included! Replacement warranty 10 years. We use Duplex System when make our fence: Galvanized Steel and Powder Coated Paint.

- What is Duplex System?
- When powder paint is applied to galvanized steel, this is referred to as the Duplex System.
 - The Duplex System is the best process used today to protect against any weathering affects of our environment on steel.
- The powder coating actually increases the life of the galvanized steel.
- The paint slows the process of at which the zinc is being consumed.
- What is Galvanized Steel?
 - Galvanized Steel is iron that has been through a chemical process that protects the steel from rust and corrosion.
- The steel is submerged in molted zinc at temperatures greater than 800 degrees F.
 - This process known as galvanizing, permanently bonds the zinc to the steel. The zinc is now a shield for the iron.
- Why Powder Coated Paint?
- Powder coating is the technique of applying dry paint to an item.
 - The item(s) are then placed in an stove and heated in temperatures that range from 300 to 400 degrees F (depending on the powder).
- When powder coated items are installed correctly and maintained, they should be permanent.
- Unlike conventional paints, powder coated paints will not peel, chip or crack.





URBAN DEVELOPMENT
PLANNING DIVISION

June 1, 2018

Jennifer Davi (Owner)
2082 Beach Drive
Gulfport, MS 39507

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

Wm. H. Hardy Building
1410 24th Avenue

RE: Variance 1806ZB065: Heinrich and Associates, LLC, agent for Jennifer Davi, property owner, requests a variance of 5 feet to allow an 8-foot tall fence in the front setback where 3 feet is the maximum height allowed at 2082 Beach Drive on the tax parcel 1010P-03-015.000 zoned R-1-7.5 (Single-family): located north of and adjacent to Beach Drive, south of CSX Railroad, east of and adjacent Mockingbird Lane, and west of Venetian Gardens, in Ward 2.

To Whom It May Concern:

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

The City of Gulfport Zoning Board of Adjustments and Appeals will hold a public hearing to consider the above application at 3:00 P.M. on **Thursday, June 21, 2018**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

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

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

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

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

Sincerely,
City of Gulfport Planning Division

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

PPIN	Parcel ID	Name	Address	City	State	ZIP
		JENNIFER DAVI (OWNER)	2082 BEACH DRIVE	GULFPORT	MS	39507
		ROBERT HEINRICH & ASSOCIATES, LLC (AGENT)	370 COURTHOUSE ROAD STE 104	GULFPORT	MS	39507
		Adjacent Property Owners				
35632	1010P-01-010.000	BRIGGS GARY	P O BOX 1538	CORINTH	MS	38834
31884	1010P-03-015.000	CAMIDAV LLC	1511 18TH AVE	GULFPORT	MS	39501
31890	1010P-03-036.000	CUEVAS ANNE CHANDLER ET AL	2407 SOUTH ARDSON PL #302A	TAMPA	FL	33629
35599	1010P-03-014.000	GODSEY SHIRLEY MARGARET L/E	123 VENETIAN GARDENS	GULFPORT	MS	39507
83987	1010P-02-001.000	GULFPORT CITY OF -BEACHES-	234 VENETIAN GARDENS	GULFPORT	MS	39501
31883	1010P-03-016.000	LOVELACE CHERYL A	14 MOCKINGBIRD LN	GULFPORT	MS	39507
83976	1010P-01-009.000	MILLET LEANDRE M & COURTNEY	P O BOX 1723	LAPLACE	LA	70069
31889	1010P-03-035.000	TINDELL SEAN J	20 MOCKINGBIRD LANE	GULFPORT	MS	39501



tabbles®
EXHIBIT A
065

2.



2.

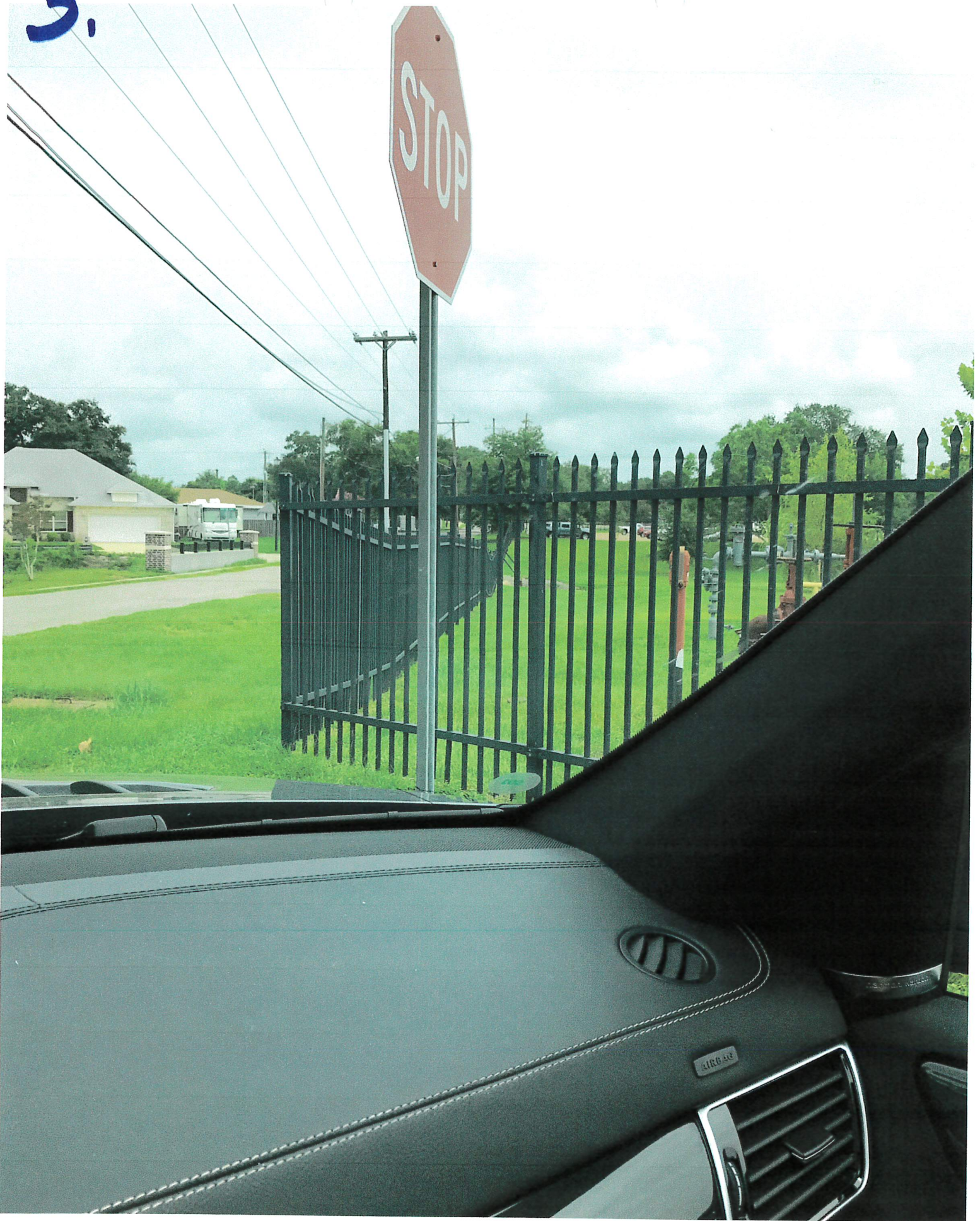


4.

MOCKINGBIRD



5.





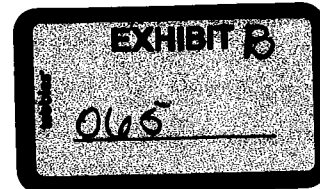
ATTORNEYS AT LAW

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Biloxi, Mississippi 39533-0127
Facsimile: 228.435.0639



June 21, 2016

Via Hand Delivery and Email (planners@gulfport.ms.gov; mmurdock@gulfport.ms.gov)

City of Gulfport
Attn: City Clerk
2309 15th Street
Gulfport, Mississippi 39501

Re: Objection of Dr. Shirley Margaret Haynie Godsey to Variance Request of Jennifer Davi on 1010P-03-015.000 ("Subject Property")

Honorable Board Members:

On behalf of Dr. Shirley Margaret Haynie Godsey ("Dr. Godsey"), owner of the property zoned R-1 which is adjacent to and east of the Subject Property,¹ this is a letter of objection to the pending referenced application for variance by Jennifer Davi, who is understood to be proposing to erect an eight foot (8') high fence around the outside property lines of the Subject Property.

Dr. Godsey objects to the proposed variance, *inter alia*, for the following reasons, and respectfully submits that the granting of the proposed variance by this Honorable Board of Adjustments ("Board") and by the City of Gulfport, Mississippi ("the City") would both violate the ordinances of the City and be against established Mississippi law.

The following is a list of specific objections, which Dr. Godsey reserves the right to supplement at any hearing held regarding the requested variance:

1. Not Minor; No Hardship. The application for variance asks for a major change which will adversely impact the rights held by adjacent neighbors and property owners, and adversely affect the surrounding neighborhood, in contravention of the plain terms of the Zoning Ordinance. Section VIII B(2)(c) requires the following conditions be met before this Honorable Board can grant a variance:

(c) *Variances; conditions governing applications*. To authorize upon appeal in specific cases such variance from the terms of this ordinance as will not be contrary to the public interest where, owing to special conditions and circumstances, a literal enforcement of the provisions of this ordinance would

¹ See Ex. 1 attached.

result in unnecessary hardship. A variance from the terms of this ordinance shall not be granted by the board of adjustment unless it shall find that all of the following conditions exist:

1. That the applicant has demonstrated by written application:
 - a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
 - b. That the special conditions and circumstances do not result from the actions of the applicant;
 - c. That an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution;
 - d. That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by properties in the same district under the terms of this ordinance. Among such rights commonly enjoyed is right to a reasonable economic return, but such return shall be deemed reasonable if it is equivalent to the economic return which might generally be expected in the district and shall not be based on price paid for the property by the applicant, whether or not paid in reliance on zoning, since any hardship of this kind would be self-inflicted and generally applicable to other properties in the district for which similar prices have been or might have been paid, rather than to the property of the applicant alone;
 - e. That the granting of the variance will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district, other than to permit the applicant to use his property in a manner as nearly equivalent to uses generally permitted in the district as can be allowed with appropriate protection of general public interest, and considering the peculiar and unusual conditions and circumstances involved and the hardship created by such conditions and circumstances;
 - f. That the use proposed is permissible by right or with planning approval or by special exception. With respect to the uses of land or structures, this ordinance is declared to be a definition of the public interest and intent, and the spirit of the ordinance will not be observed by any variance permitting a use not permissible by right or with planning approval or by special exception.

No conforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming uses of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

2. That the reasons set forth in the application justify the granting of the variance or of a lesser variance, and that the variance will make possible the reasonable use of the land, structure, or building, subject to the limitations set forth herein;
3. That the variance will be in harmony with the general purpose and intent of this ordinance and will not alter or be injurious to the essential character of the neighborhood, or otherwise detrimental to the public welfare. (Emphasis added.)

This is not a "hardship" case, and a 5 foot fence height variance is not "minor," as it would adversely affect and have a major impact on the entire neighborhood, if the Board and the City should grant this application. Erecting the fence will cause an unsafe condition for neighbors entering the service drive from Mockingbird Lane. If the Board and the City were to allow the requested variance for the convenience of the developer, it would permit the proposed developer to overbuild on the site, causing negative impacts to the neighbors and to the neighborhood, effectively diminishing the property rights which are held by the neighbors, including property rights held by Dr. Godsey, who owns the tract in the R-1 zoning classification adjacent to east of the Subject Property.

2. Inadequate Setback. Having an eight foot high fence built to the front property line without an adequate setback, when the husband of the applicant has been heard to say that he intends to provide heavy landscaping and plant vines to cover the fence (see Ex. 2, the exhibit attached to Application) which condition will impede the view of traffic attempting to enter the service drive in front of the Subject Property from Mockingbird Lane, a public street west of and adjacent to the Subject Property. There is no evidence in the Application that any consideration of the safety of the neighbors that will have to navigate the fence obstruction has been addressed. The Application should be denied on the public safety issue.

3. There is no hardship shown. The condition requiring a fence is entirely of Applicant's own making. This Board cannot legally grant variances merely for the convenience of a developer, as shown in the authorities cited below. (Please see condition 1.b. above.)

4. Because the developer has chosen to build a pool in the front yard of the Subject Property and refers to it as a matter of right, that "right" is limited to building the pool, and does not automatically confer the additional unlimited right to erect an eight foot high fence on the front and side yard property lines to secure the pool, when other secure fencing with appropriate setbacks can serve the same purpose. Such an argument is called a *non sequitur*, meaning "it does not follow." For example, some citizens have permits to carry firearms, and can do so in the City of Gulfport. But those same permittees cannot, merely because they hold such a permit, discharge the firearm within the City's boundaries, as that attempt to expand on the limited right

they have as permittees would infringe on the rights of other citizens who live in the City.² The same principle applies with regard to this application. While the developer may have a perfect right to build a swimming pool knowing that the pool will have to be secured, that limited right (to build the pool) confers no expanded or additional right on the developer. Because of the choice to build the pool, the developer may have the obligation and duty to erect an appropriate security fence, a fact that should have been known before the pool was built, but that obligation, likewise, confers no expanded right to the developer to infringe on the rights of the surrounding neighborhood because of a developer's choice to place himself under such a duty, and it is certainly no grounds for a variance under the Zoning Law as set forth in the Gulfport Ordinance.

5. The Application does not contain facts adequate for this Honorable Board to make an informed decision in this case, and should be denied. The Application says the developer wants to erect an "8' high decorative fence . . . along perimeter of property." The photographs below depict how close the east side of the house on the Subject Property is to Dr. Godsey's property. In the first photograph (Photo A), a deck is being constructed within only about two feet of the west margin of Dr. Godsey's property line:



Photo A

The second and third photographs (Photos B and C) show that the pipes to the swimming pool are literally only a few inches from the string marking Dr. Godsey's property line:

² See Gulfport Municipal Code Article 1, Sec. 7-16 Weapons (a) Discharge of firearms prohibited.

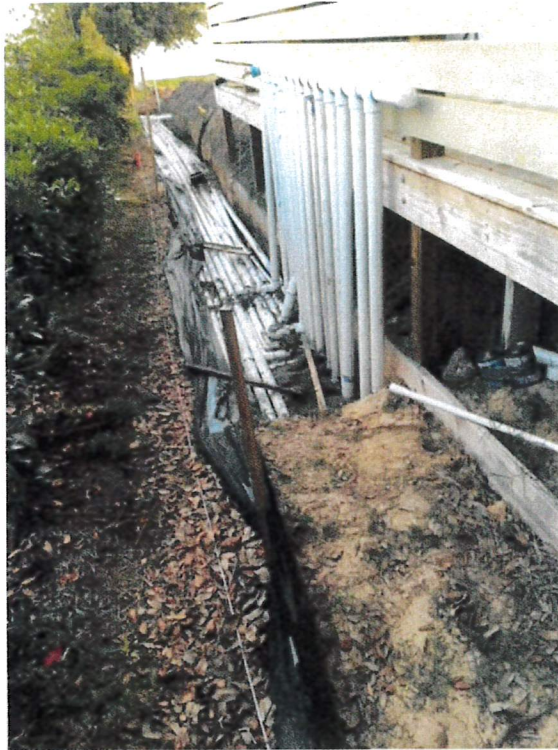


Photo B

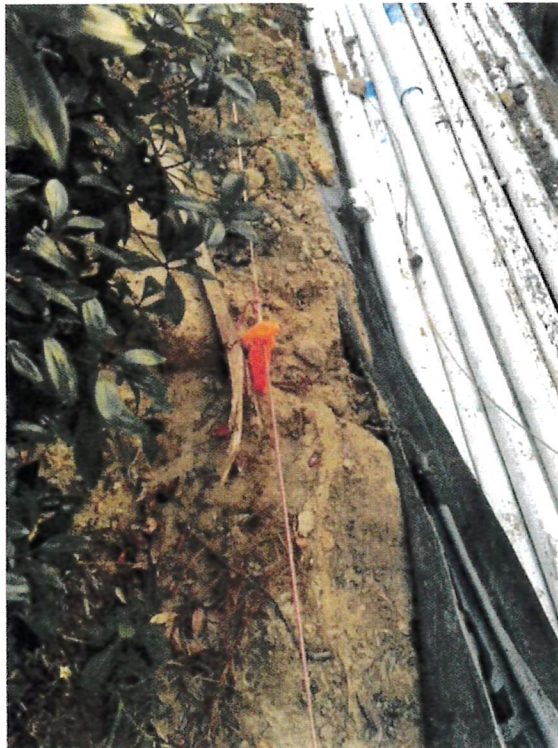


Photo C

To get perspective, Photo D depicts the concrete parking pad that is on the line between the Subject Property and Dr. Godsey's property, with the same deck as depicted in photographs A and B. There is no available room to construct a fence requested in the Application.



Photo D

This Honorable Board should also note that Photo E depicts the sidewalk and retaining wall looking west along the front of the Subject Property along the service drive:



Photo E

The height of the retaining wall along the front of the Subject Property is shown in Photograph F to be 26 inches, which gives some perspective as to how high the proposed fence would be if the requested variance were to be granted, and how it would affect visibility of the residents of Mockingbird Lane who enter the service drive at this intersection on the southwest corner of the Subject Property. The fence, along with the proposed heavy landscaping and vines, will impede their view and cause an unsafe condition, and the variance should be denied.

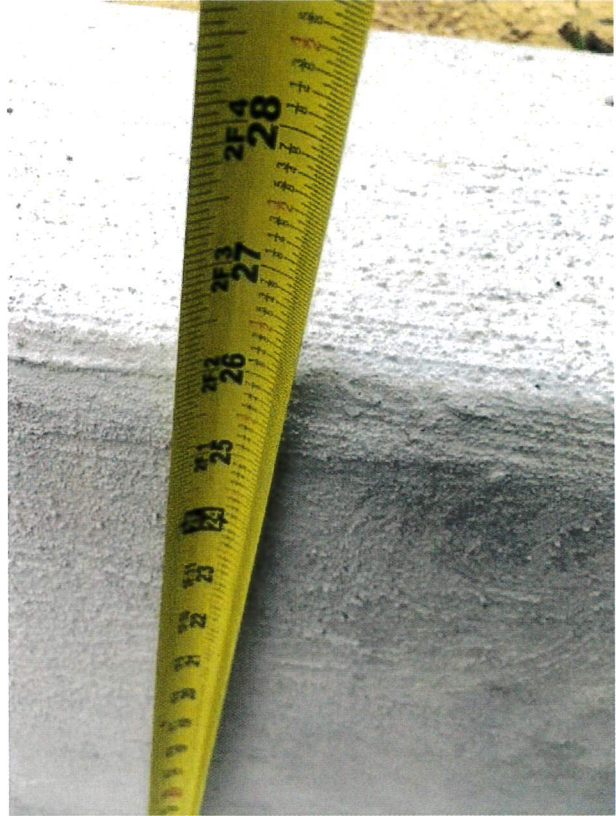


Photo F

6. Dr. Godsey objects on other grounds to be shown at the hearing hereon.

Legal Argument

The requested variance is substantial, and not “minor.” The variance, should it be granted, would change the character of the existing neighborhood.

There are two types of variances: (1) “use” variances and (2) “nonuse” or “area” variances. “With a ‘use’ variance, the owner is allowed to engage in a use of the land prohibited by the zoning ordinance. With a ‘nonuse,’ or ‘area’ or ‘height’ variance, the owner must comply with the zoning ordinance’s limitations on use of the land but is allowed to build or maintain physical improvements that deviate from the zoning ordinance’s nonuse limitations.” *Harrison v. Mayor & Bd. of Alderman of City of Batesville*, 73 So. 3d 1145, 1155 (Miss. 2011) (quoting Gail Gudder, Rathkopf’s the Law of Zoning and Planning, § 58.4 (Thomson/West Aug. 2006)).

As stated above, Section VIII B(2)(c) of Gulfport’s zoning ordinance sets out what factors must be found for any adjustment of terms in the ordinance where such variance will not be contrary to the public interest and where owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the ordinance would result in

unnecessary and undue hardship.” Therefore, the ordinance expressly requires a showing of unnecessary and undue hardship in order to justify a nonuse variance such as the one requested here. This ordinance is stricter than those in other municipalities, which frequently require a showing of “unnecessary hardship” with regard to use variances and “practical difficulty” with regard to nonuse variances. *See Harrison v. Mayor & Bd. of Alderman of City of Batesville*, 73 So. 3d 1145, 1155 (Miss. 2011).

The Mississippi Supreme Court has adopted the following definition for “unnecessary hardship” in the context of zoning:

[T]he record must show that (1) the land in question cannot yield a reasonable return if used only for a purpose allowed in that zone; (2) that the plight of the owner is due to unique circumstances [of the land for which the variance is sought] and not to the general conditions in the neighborhood which may reflect the unreasonableness of the zoning ordinance itself; and (3) that the use to be authorized by the variance will not alter the essential character of the locality.

Harrison, 73 So. 3d at 1155. “Whether the hardship is self-created is also relevant...” *Id.* There has been no such showing of “unnecessary hardship” here. Instead, the applicant simply seeks to construct improvements which do not satisfy conditions of the zoning ordinance.

The term “practical difficulties” refers to conditions of the land in question, and not conditions personal to the owner of the land. *State ex rel. Branum*, 85 S.W.3d at 41 (citing *Ogawa v. City of Des Peres*, 745 S.W.2d 238, 242 (Mo. Ct. App. 1987)). “Some relevant factors to be considered in determining whether sufficient practical difficulties exist include: (1) how substantial the requested variance is; (2) whether the variance will result in a substantial change to the character of the neighborhood or create a substantial detriment to adjoining properties; (3) whether the violation can be cured by some method other than the granting of a variance; and (4) whether, in light of the manner in which the violation arose and considering all relevant factors, the interests of justice will be served by granting the variance.” *Id.* While it may be a consideration, economic hardship is not the determinative factor in a finding of “practical difficulties.” *State ex rel. Branum*, 85 S.W.3d at 41 (citing *State ex rel. Holly Inv. Co. v. Bd. of Zoning Adjustment of Kansas City*, 771 S.W.2d 949, 952 (Mo. Ct. App. 1989)). For economic hardship to be a consideration, the record must show that the land in question cannot yield a reasonable return if the variance is not granted; that the hardship on the owner is due to unique circumstances and not to the general conditions in the neighborhood; and that the variance will not alter the essential character of the locality. *State ex rel. Branum*, 85 S.W.3d at 41 (citing *Holly*, 771 S.W.2d at 952). None of these essential elements have been shown by the applicant, so this application must fail even under the “practical difficulty” standard.

Since the applicant has not shown and cannot show any exceptional practical difficulties or exceptional and undue hardship, it follows that without these showings, no variance can be granted. The Board “may not ignore but must abide by the restrictions of all applicable zoning ordinances.” *Noble v. Scheffler*, 529 So. 2d 902, 907 (Miss. 1988). The zoning ordinance

requires that there must be unnecessary and undue hardship affecting the property for a modification to be granted, and the hardship cannot be self-created. *See Caver v. Jackson Cty. Bd. of Supervisors*, 947 So. 2d 351, 353-54 (Miss. Ct. App. 2007). In this application, the applicant has “self-created” a site plan which does not comply with the Zoning Ordinance. “The zoning ordinance established a standard for a variance. A variance merely for the convenience of a landowner is not sufficient.” *Caver v. Jackson Cty. Bd. of Supervisors*, 947 So. 2d 351, 354 (Miss. Ct. App. 2007) (citing *Westminster Presbyterian Church v. City of Jackson*, 253 Miss. 495, 506, 176 So.2d 267, 272 (1965)).

The requested variance is not “minor” in nature.³ It is effectively a “special exception” as described in Section VIII B(2)(b) of the Zoning Ordinance, which requires all of the following:

- (b) *Special exceptions; conditions governing application.* To hear and decide only such special exceptions as the board of adjustment is specifically authorized to pass on by the terms of this ordinance; to decide such questions as are involved in determining whether special exceptions should be granted; and to grant special exceptions with such conditions and safeguards as are appropriate under this ordinance, or to deny special exceptions when not in harmony with the purpose and intent of this ordinance. A special exception shall not be granted by the board of adjustment unless it shall find that all of the following conditions exist:
1. That it is empowered under the section of this ordinance described in the application to grant the special exception;
 2. That the granting of the special exception will not adversely affect the public interest;
 3. That specific rules governing individual special exceptions, as set out in the chart of permitted uses, have been or will be complied with;

³ Some cities codify that the power of the Board to grant the variances is limited to decrease area requirements by not more than 20 per cent. *See, e.g., City of Ocean Springs Ordinance:*

Article VIII, Section 805:

The zoning and adjustment board shall have the following powers:

(2) Powers relative to variances: Where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property at the time of the original adoption of the regulations, or by reason of exceptional topographical conditions or other extraordinary or exceptional situation or condition of a specific piece of property, which condition is not generally prevalent in the area, the strict application of these regulations would result in peculiar and exceptional practical difficulties to or exceptional and undue hardship upon the owner of such property, the full zoning adjustment board shall have the right by a majority vote to decrease any minimum requirement and to increase any maximum requirement by not more than twenty (20) per cent, under the following conditions:

(a) The variation shall be allowed only for good and substantial reasons which shall be made part of the motion and entered into the minutes and reported to the city council.

(b) A quorum shall be required of not less than three (3) board members. (Emphasis added.)

4. That satisfactory provision and arrangement has been made concerning the following, where applicable:
 - a. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe; (emphasis added)
 - b. Off-street parking and loading areas where required, with particular attention to items in a. above and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district;
 - c. Refuse and service areas, with particular reference to the items in a. and b. above;
 - d. Utilities, with reference to locations, availability, and compatibility;
 - e. Screening and buffering with reference to type, dimensions and character;
 - f. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;
 - g. Required yards and other open space;
 - h. General compatibility with adjacent properties and other property in the district.⁴

The requested variance satisfies none of the above requirements. Even the criteria set forth in the Zoning Ordinance for minor variances is a burden not met by the application in this case:

- (c) *Variances; conditions governing applications.* To authorize upon appeal in specific cases such variance from the terms of this ordinance as will not be contrary to the public interest where, owing to special conditions and circumstances, a literal enforcement of the provisions of this ordinance would result in unnecessary hardship. A variance from the terms of this ordinance shall not be granted by the board of adjustment unless it shall find that all of the following conditions exist:

1. That the applicant has demonstrated by written application:
 - a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;

⁴ There are no eight foot fences along the service drive from Venetian Gardens to Anniston Avenue; the Armed Services Home has a fence that is set back from the road that is about five feet high.

- b. That the special conditions and circumstances do not result from the actions of the applicant;
- c. That an unnecessary hardship is created by the physical character of the property and is peculiar and unusual to such an extent that it is evidence that amendment of the zoning ordinance does not offer a reasonable solution;

None of these conditions are shown by the Application in this case.

Dr. Shirley Margaret Haynie Godsey has cherished rights in the property she owns and uses and has enjoyed with her family, and which she still owns. Among those property rights is her right reasonably to rely that that requirements of the Zoning Ordinance which have been put in place to protect her and all of her neighbors will be observed and followed by this Board and by the City of Gulfport. She is entitled to rely that this Board and the City will apply the strict wardship test for variances that your City Zoning Ordinance requires. She should not have those rights taken away and disturbed by this applicant's attempt to have the Board and the City in effect give the developer those rights by allowing a major change in the neighborhood through the vehicle of this requested variance, especially when the elements of proof required for the granting of a variance have not been shown. If this variance were to be granted, she would lose rights which are valuable to her – the right to a safe street; the right to be protected against nuisance; the right to rely reasonably that the City will not give her valuable rights to an adjacent owner by relaxing the height requirements for the applicant's convenience; and the right to have the streets in her residential neighborhood clear of visual obstruction.

Respectfully, on behalf of Dr. Shirley Margaret Haynie Godsey, we urge the Board and the City of Gulfport to deny this application.

Very truly yours,

Brunini, Grantham, Grower & Hewes, PLLC

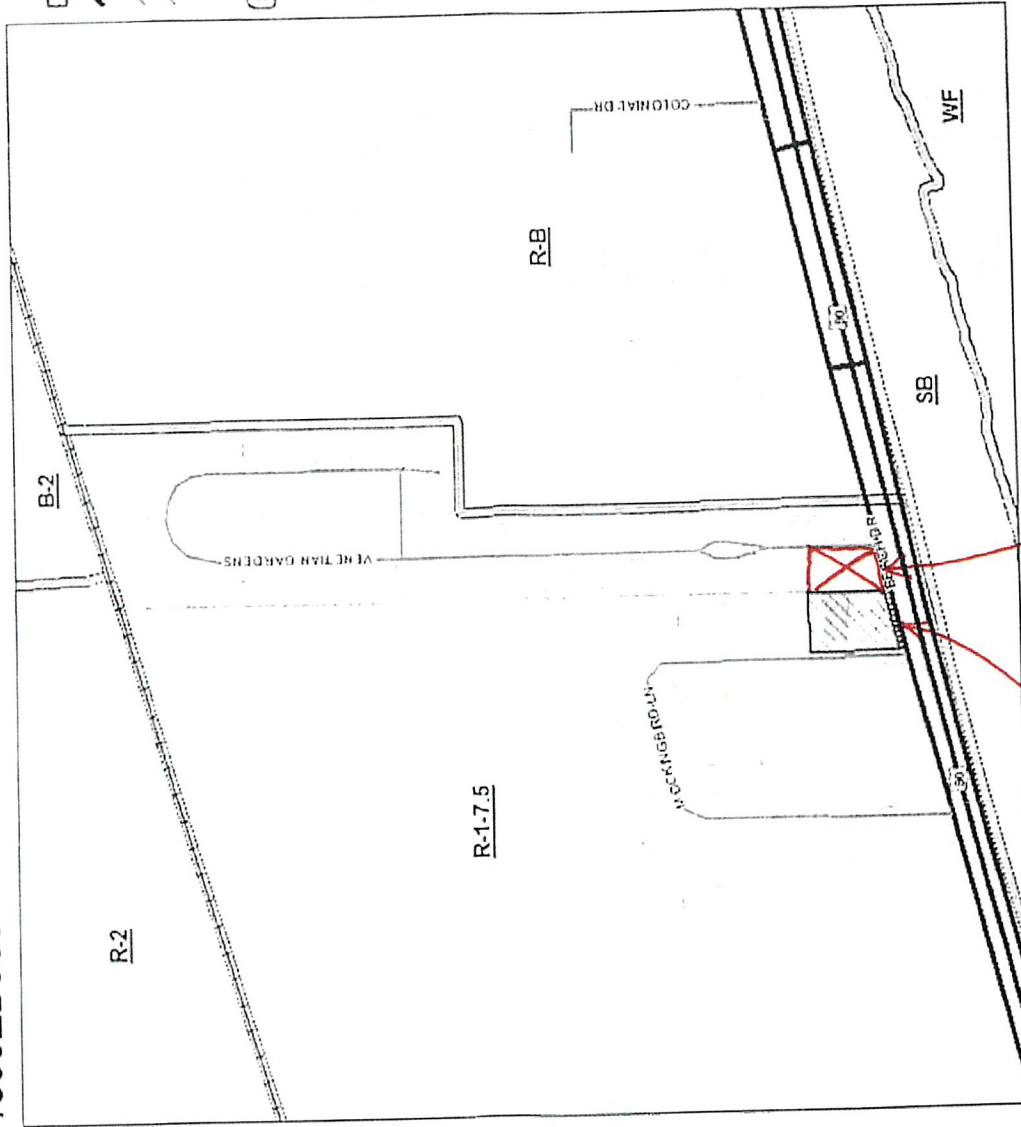


Leonard A. Blackwell, II

LAB/kb
Enclosures

Variance

1806ZB065



Legend

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

Site Information
 1010P-03-015 000
 Zoning R-1-7.5 (Single Family)
 Size 24 889 Sq Ft
 Flood AE 2% Annual

0 40 80 120
 18703

1 inch = 300 feet

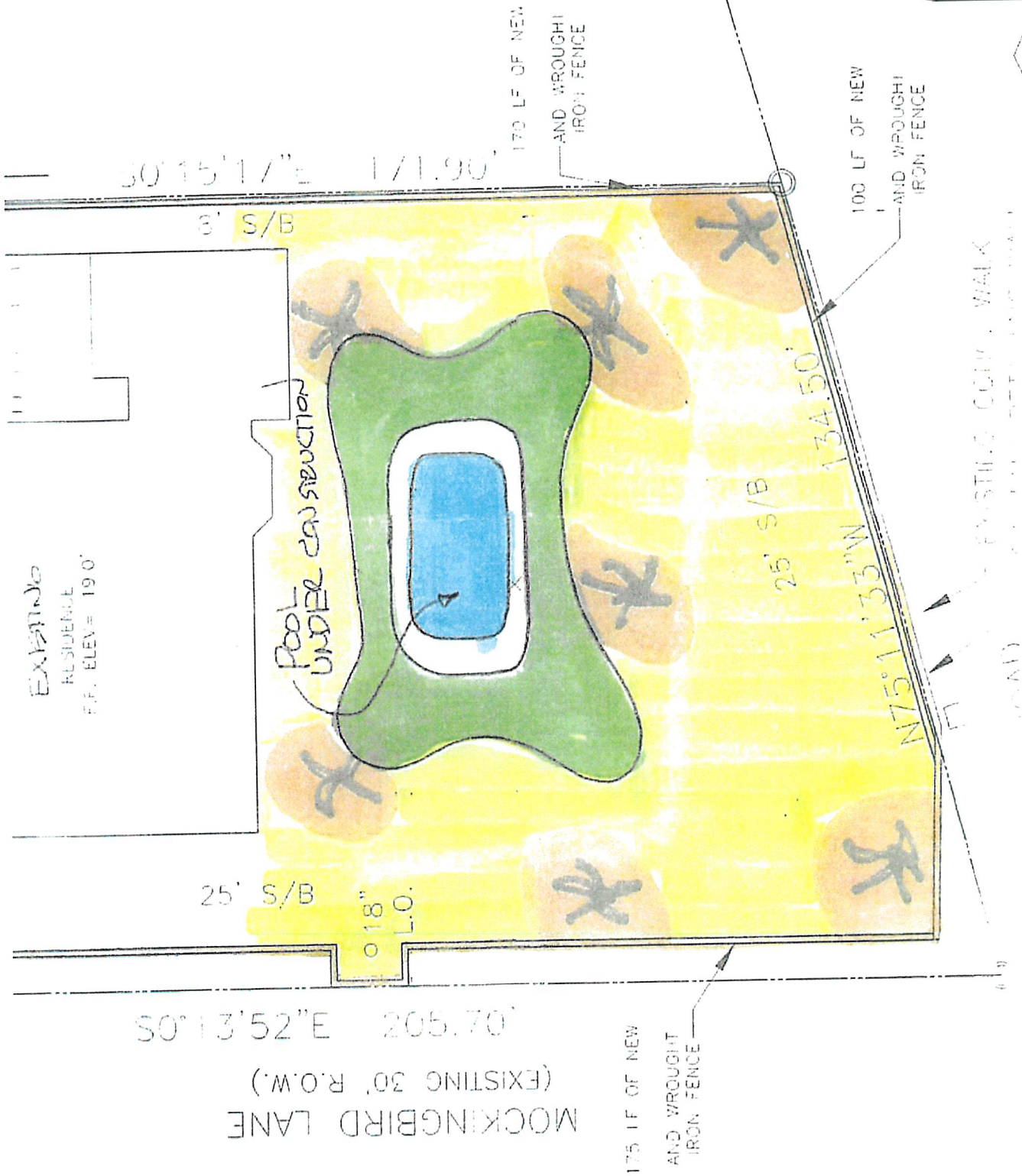


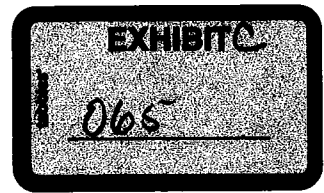
DATA COLLECTOR: AN ATOMIZED
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 RECORD OF THE MAP AS
 IT WAS LAYED OUT BY THE CITY OF
 GAITHERSBURG. THE CITY OF
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 THE INFORMATION CONTAINED
 THEREIN. THE CITY OF
 GAITHERSBURG IS NOT
 RESPONSIBLE FOR THE
 ACCURACY OF THE MAP OR
 THE INFORMATION CONTAINED
 THEREIN.

EXHIBIT

1

Subject Property (Pavi)
Property of Dr. Shirley Margaret Haynie Godsey





MACFARLANE FERGUSON & MCMULLEN

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www.mfmlegal.com

TAMPA

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P.O. Box 1669 (33757)
Clearwater, FL 33756
727.441.8966 Fax: 727.442.8470

June 13, 2018

**VIA CERTIFIED MAIL,
RETURN RECEIPT REQUESTED**

City of Gulfport Planning Division
Zoning Board of Adjustments and Appeals
PO Box 1780
Gulfport, MS 39502

Re: Variance 1806ZB065 / 2082 Beach Drive ("Subject Property")
Public Hearing: Thursday, June 21, 2018

Dear Board Members:

This firm represents Anne Chandler Cuevas and ACL Properties No. 3, LLC ("Owner"), the owner of the property located at 2080 Beach Drive, Gulfport, Mississippi 39507. The Owner hereby objects to the proposed variance referenced above, which would allow for an 8-foot tall fence in the front setback of the Subject Property. A fence of such height would materially obstruct Owner's view of the roadway when pulling onto Beach Drive. Any fence higher than the allowed 3-feet would create a safety hazard and could cause an accident for Owner, or the other owners residing on Mockingbird Lane.

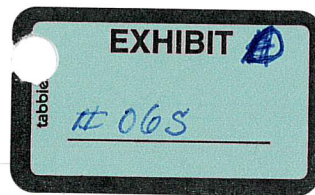
Owner respectfully requests denial of the above-referenced variance request. Owner also requests that this letter be read into the public record at the hearing scheduled for Thursday, June 21, 2018 at 3:00 p.m. on this subject.

Sincerely,



James W. Goodwin

JWG/lab



June 21, 2018

The City of Gulfport Zoning Board of Adjustments & Appeals

TO: Board Members

FROM: Larry & Patricia Wilson, 13 Mockingbird Lane, Gulfport, MS 39507

RE: Variance 1806ZB065 – 2082 Beach Drive, Gulfport, MS 39507

The purpose of this document is to inform the Board of our frustration with the tenants requesting this variance.

There have been constant obstructions over the last 18 months due to the house construction; two very large dumpsters were in Mockingbird Lane for over a year as well as port-a-lets with six to eight vehicles usually parked on both sides of Mockingbird Lane, even parking on private property without the owner's permission.

Frequently there was thick mud in the entry to Mockingbird Lane which adhered to our tires and left muddy tire prints in our garages/driveways. The front of the property, facing the Service Drive, was always covered in debris with 2 foot high weeds. I questioned the Building Manager as to why this was not cleaned up – not even for Cruising the Coast, and he implied that it was in the works, but it was some time before the high grass was cut.

All of the above I consider to be a total disregard of the neighbors living on Mockingbird Lane, which is an old established neighborhood. And now – the final straw - the tenants of this house want to erect an 8-ft. wrought fence around their property stating that it is to protect the property and security and safety for the pool that is being built in front of the house, facing the Service Drive. The proposed fence is to be placed at the edge of the property which will obstruct the view of anyone coming out of Mockingbird Lane, creating a very serious safety hazard, again without regard for the safety of the neighbors and anyone else exiting the Lane.

The Service Drive is an extremely busy road travelled by tenants of the Armed Forces Retirement Home, the Great Southern Golf Club, the Legacy Condominiums and Villas. It will be very difficult to see traffic driving from the East without pulling out of Mockingbird Lane to see around the fence. It is already a precarious task to exit the road due to the heavy traffic, and a fence at the edge of the property will only create a more hazardous situation, made even worse by "heavy landscaping" as the tenants propose.

I would urge the Board to disallow the requested variance, ~~but rather insist the fence be erected 15 feet away from the Southern edge of the subject property~~ in order to protect the safety of not only the home owners on Mockingbird Lane, but visitors, trades people, and the mailman. ~~This would still protect the property and security and safety of the pool.~~ (P/W)

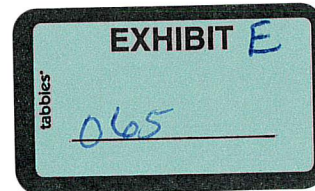
Larry L. and Patricia K. Wilson
Larry L. and Patricia K. Wilson

To: Zoning Board of Adjustments and Appeals

RE: Case File # 1806ZB065

Tax Parcel Number 1010P-03-015.000

Applicant - Jennifer Davi



We the undersigned property owners residing on Mockingbird Lane and Venetian Gardens do hereby object to the granting of a variance as requested in Case File # 1806ZB065 and ask that the requested variance be denied.

Name:

Sign [Signature]

Print Gerald M. Warren

Address:

12 Mockingbird Lane

Gulfport, MS 39507

Sign [Signature]

Print Patty W. Warren

12 Mockingbird Lane

Gulfport, MS 39507

Sign [Signature]

Print Larry Horton

10 Mockingbird Lane

Gulfport, MS 39507

Sign [Signature]

Print Robert A Little

6 Mockingbird Lane

Gulfport MS 39507

Sign [Signature]

Print Phyllis Little

6 Mockingbird LN

Gulfport MS 39507

Sign [Signature]

Print Cecil Coleman

18 Mockingbird LN,

Gulfport MS 39507

Sign [Signature]

Print Doug Conthines

5 Mockingbird Ln

Gulfport MS 39507

Sign [Signature]

Print Lynn Hill

8 Mockingbird Ln

Gulfport, MS 39507

Name:

Address:

Sign Michael C. Ryan

Print MICHAEL C. RYAN

Sign Kerry Ryan

Print KERRY RYAN

Sign Shirley M. Godsey

Print SHIRLEY M. GODSEY

Sign John W. Godsey

Print JOHN W. GODSEY

7 MOCKINGBIRD LN

GULFPORT, MS 39507

7 Mockingbird Lane
Gulfport, MS 39507

123 Venetian Gardens

Gulfport, MS 39507

"
"

Sign JANE'S E BRADLEY

Print JAMES E. BRADLEY

Sign David W. Winters

Print DAVID W. WINTERS

135 VENETIAN GARDENS

135 VENETIAN GARDENS

132 Venetian Gardens

132 Venetian Gardens

Sign Nancy Sneed

Print NANCY SNEED

Sign Chun Sneed

Print CHUN SNEED

9 Mockingbird Lane - Apt. MS

9 Mockingbird Lane - Apt, MS

9 Mockingbird Lane "

9 MOCKINGBIRD LANE "

Sign Regina Bailey

Print Regina Bailey

Sign Lorrie J Bailey

Print LORRIE J BAILEY

245 Venetian Gardens
Gulfport, MS 39507

245 Venetian Gds
Gulfport, MS 39507

Name:

Sign

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Address:

322 Venetian Gardens

Gulfport, MS 39507

322 VENETIAN GARDENS

Gulfport MS

141 VENETIAN Gdns.

GULFPORT, MS. 39507

140 Venetian Gardens

Gulfport, MS 39507

140 Venetian Gardens

Gulfport, MS 39507

135 Venetian Gdns.

Gulfport, MS. 39507

14 Mockingbird Ln. 39507

Gulfport, MS

13 MOCKINGBIRD LANE

GULFPORT, MS 39507

13 Mockingbird Lane

Gulfport MS 39507

19 Mockingbird

Gulfport, MS.

OWAN

11 MOCKINGBIRD LANE

GULFPORT, MS 39507

JOHN MILLER, M.D.

Name:

Address:

Sign [Signature]

11 Mockingbird Lane

Print JOHN MILLER, M.D.

Gulfport, MS 39507

Sign [Signature]

14 Mockingbird Ln.

Print LEWIS E LOVELACE JR

Gulfport, MS

Sign _____

Print _____

Sign _____

Print _____

Sign _____

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Sign _____

Print _____

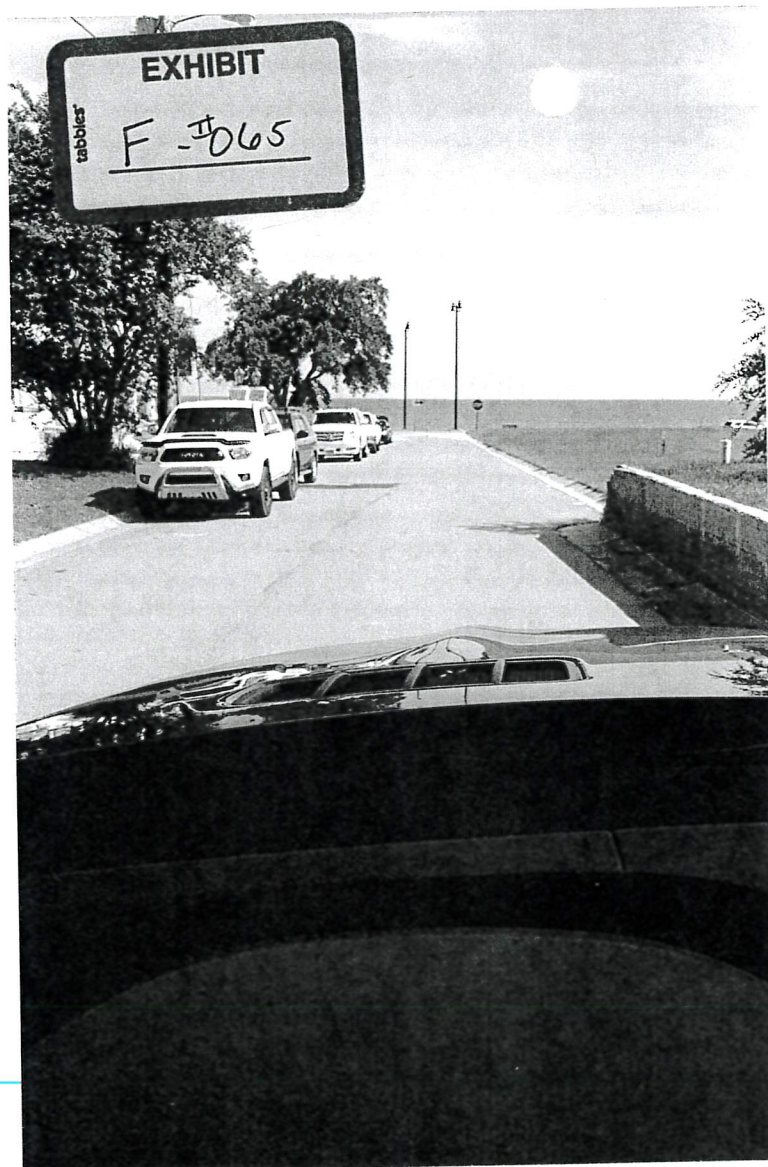


EXHIBIT
tabbles®
F-1065



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Deputy Clerk of Council
City Council

Date: 07/12/2018

Subject: Acceptance for Perpetual Maintenance - for Subdivision public improvements, release of warranty bond, and transfer of streetlight account to the City of Gulfport.

Recommendation:

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: July 9, 2018

Re: Zoning Map Amendment 1806PC059: Jimmie E. Amos, agent for Mercy Seat Missionary Baptist Church, property owner, requests to rezone parcels 0811G-04-040.000 and 0811G-04-041.000 from R-2 (Single-family) to B-1 (Neighborhood Business): located north of and adjacent to 19th Street, south of and adjacent to 20th Street, east of 17th Avenue, and west of and adjacent to Pratt Avenue, in Ward 3.

Planning Commission recommendation: To approve rezoning of property to R-B (Residential Business) district instead of applicant request to rezone parcel to B-1 (Neighborhood Business) district.

Motion: Mr. Hewes

Second: Ms. Towles

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

Action: Motion was carried unanimously

Speaking for the Petition:

1. Jimmie E. Amos

Speaking against the Petition: None

On June 28, 2018 the Planning Commission recommended approval of the above referenced case.

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

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 1806PC059
Hearing Date: June 28, 2018
Current Zoning/Use: R-2 / Vacant

Legal: Jimmie E. Amos, agent for Mercy Seat Missionary Baptist Church, property owner, requests to rezone parcels 0811G-04-040.000 and 0811G-04-041.000 from R-2 (Single-family) to B-1 (Neighborhood Business): located north of and adjacent to 19th Street, south of and adjacent to 20th Street, east of 17th Avenue, and west of and adjacent to Pratt Avenue, in Ward 3

TECHNICAL DETAILS

Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable, and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail:

- (a) *Error*. There is a manifest error in the article.
- (b) *Change in conditions*. Changed or changing conditions in a particular area or in the city or metropolitan area generally make a change in the regulations necessary and desirable.
- (c) *Increase in need for sites*. Increased or increasing needs for business or industrial sites in addition to sites that are available make it necessary and desirable to reclassify an area or to extend the boundaries of an existing area.
- (d) *Annexation*. It is necessary and desirable to reclassify territory annexed to the city.
- (e) *Ordinance changes*. Amendment to the ordinance not involving a change in classification of land is necessary.
- (f) *Change in governmental property*. It is necessary to reclassify property as a result of acquisition or disposition of such property by the United States of America, the State of Mississippi, or Harrison County.

According to the Mississippi case law:

When requesting rezoning of real property, **an applicant must prove, by clear and convincing evidence**, one of the following:

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

Technical Report

Zoning Map Amendment

The applicants are requesting to rezone two parcels into a B-1 (Neighborhood Business) district for the purpose of providing paved parking for their existing church across the street. In proximity to the church, the property abutting parcel 0811G-04-040.000 and 0811G-04-041.000 is just west of the church with the other parcel south of it.

The applicant has chosen change in conditions and increase need for sites for change of the current zoning district. These justifications include the following:

- (a) While a paved parking lot is the stated intent to justify the request, the request is about changing the zone of residential property. The applicant states that a change in conditions to the area is the justification for the request. After acquiring the property and demolishing the dilapidated structures they used it for parking over the last decade. Additionally, one multi-family dwelling was erected next to the cleared properties. In essence, the applicant helped create the change in conditions and is now looking to correct the issue.

It is understandable that the applicant would want the rest of their properties zoned similar to the primary use of the church. However, these properties are on the other side of the street and further encroach into the neighborhood. Moreover, an R-B has been designed to buffer business districts from residential while allowing supporting uses such as single family, restaurants, offices, parking lots, and basic retail. At the same time, R-B does not allow uses such as liquor stores, lounges, bars, night clubs, auto sales, and tire sales. Therefore, expansion of the site would be limited to uses more compatible with residential neighborhoods and correct the error in the ordinance. On July 28, 2016 (Case 1607PC083) the Planning Commission denied the applicant request to rezone the property to a B-1 (Neighborhood Business). However, the Planning Commission did approve to rezone the property to an R-B district (Residential Business) to ensure a buffer between residential zones and commercial zoning.

- (b) Increased need for sites is addressed as a justification by the applicant. Review of the application shows that the applicants took possession of this property in 2004. Since then, they have been using it for parking for their church, which is against ordinance. The applicant readily admits they used property outside the land use regulations. In addition, records indicate that no enforcement action was ever taken on the property.
- (c) Annexation is not applicable to this site nor are any statements provided by the applicant.
- (d) Ordinance changes was not a justification for change indicated by the applicant.
- (e) In the interest of public need, the applicant states that by making these changes to the unimproved lots will provide a safer and more efficient vehicular access to designated parking and will create a more attractive area, which would beautify the community and the City of Gulfport. Also, the drainage provisions would result in lower maintenance costs due to potential sinkholes of unpaved surfaces. The hard surface parking would make the lots usable in extreme climate conditions, which include frequent rain storms.

Technical Report

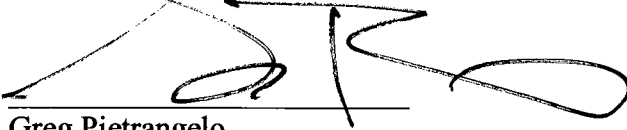
Zoning Map Amendment

Any approval should consider these conditions:

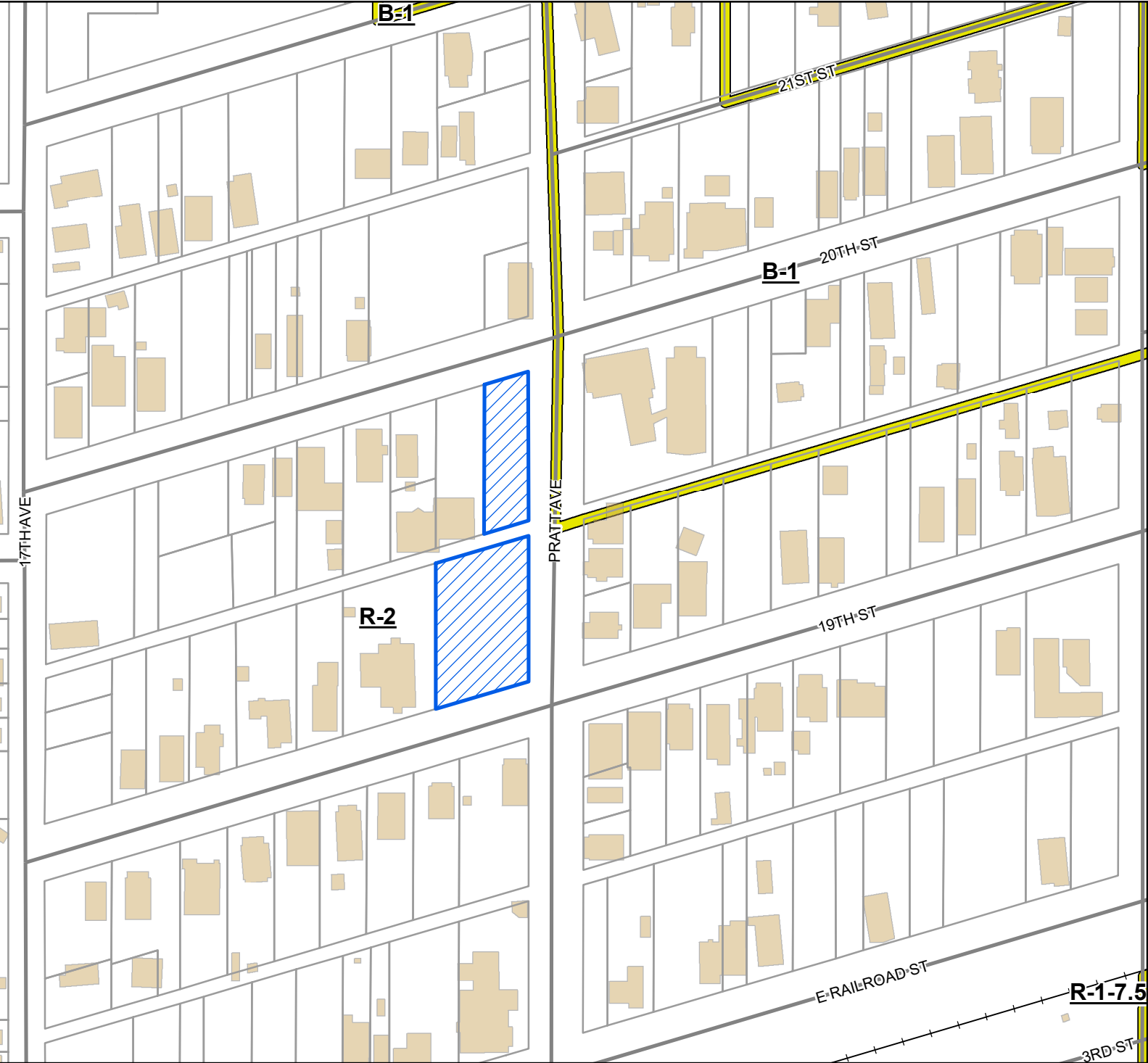
1. On July 28, 2016 (Case 1607PC083) the Planning Commission denied the applicant request to rezone the property to B-1 (Neighborhood Business). However, the Planning Commission did approve to rezone the property to an R-B district (Residential Business) to ensure a buffer between residential zones and commercial zoning.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

A handwritten signature in black ink, appearing to read 'Greg Pietrangelo', is written over a horizontal line.

Greg Pietrangelo
Director of Urban Development Department

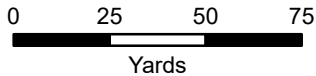


Legend

- Site
- Street
- Railroad
- Parcels
- Buildings
- Zoning

Site Information

0811G-04-040.000
0811G-04-041.000
Zoning: R-2 (Single family)
Size: 23,356 Square feet
Flood: X



1 inch = 150 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.

\$175.00



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

For Staff Use Only

Case File #: 1806PC059Date Received: 4/27/18Receipt #: 8960815Received By: DMBZoning: R-2

Ward: _____ Flood: _____

APPLICATION FOR ZONING MAP AMENDMENT/LAND USE RECLASSIFICATION (SMARTCODE)

Property Information

TAX PARCEL #

0	8	1	1	G	-	0	4	-	0	4	0	●	0	0	0
0	8	1	1	G	-	0	4	-	0	4	1	●	0	0	0
					-			-				●			

(If necessary, use separate sheet of paper)

Address of Property Involved: VacantLot(s) 18-23, Block(s) 14, Subdivision Soria CityGeneral Location: Northeast of downtown Gulfport

GENERAL DESCRIPTION OF REQUEST:

Rezone from R-2 to B-1

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

Mercy Seat Missionary Baptist Church

Printed Name Of Owner

1541 20th Street

Mailing Address

Gulfport MS 39501

City State Zip code

228-864-2814

Home Phone Work/Cell Phone

Email

Signature Of Owner

By: Jimmie E. Amos, Chairman Trustees

AGENT

Jimmie E. Amos

Printed Name Of Agent

1811 60th Avenue

Mailing Address

Gulfport MS 39501

City State Zip code

228-860-2764

Home Phone Work/Cell Phone

somaj@cableone.net

Email

Signature Of Agent

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



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

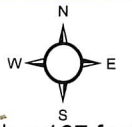


Area Map

Printed 6/5/2018



-  Collector
-  Minor/Residential
-  Alley
-  WaterFeatures
-  Parcels

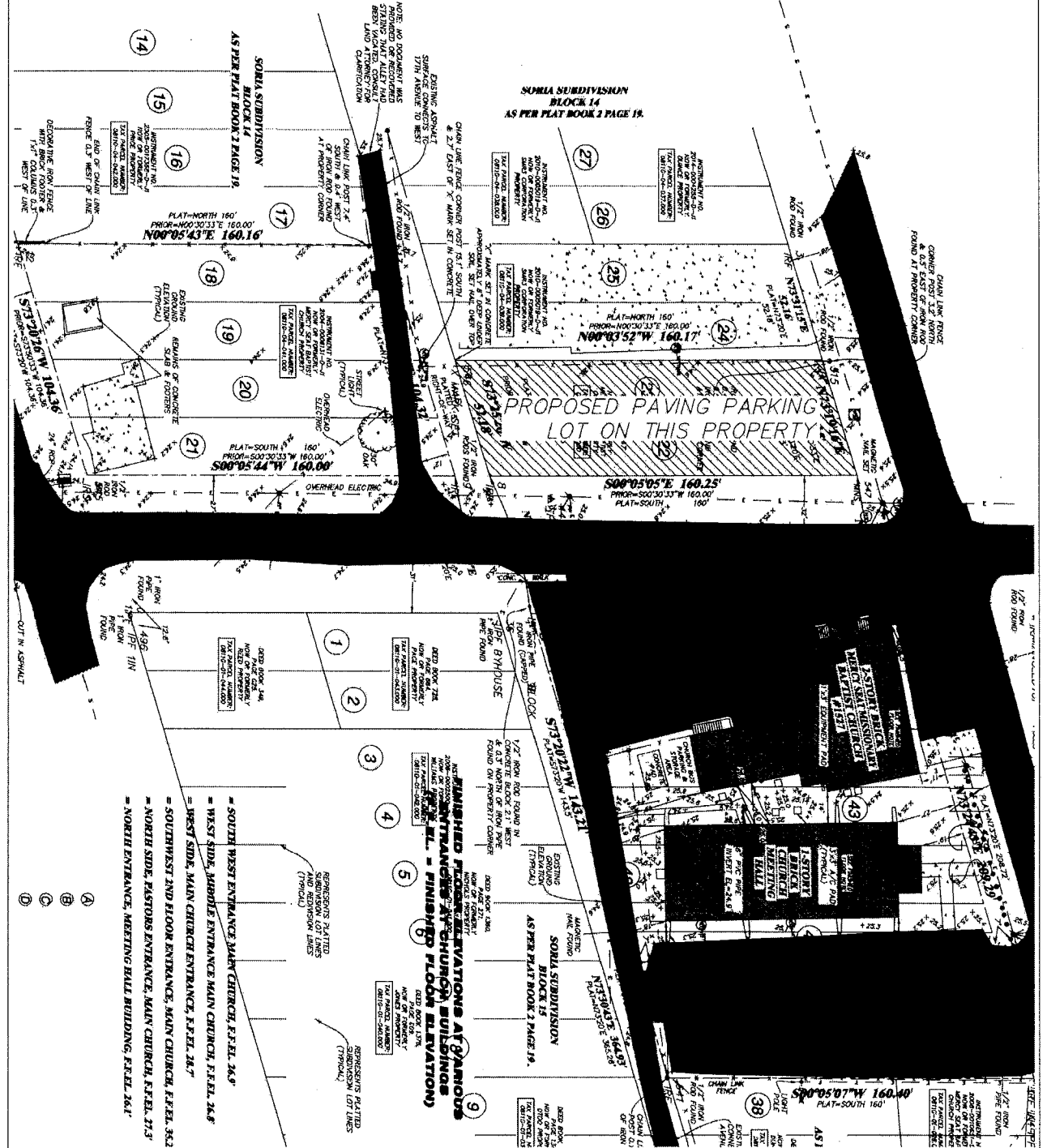
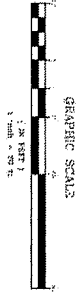
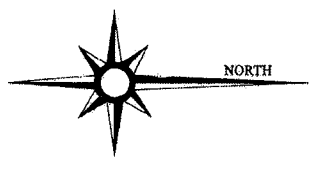


1 inch = 167 feet

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PROPOSED CHURCH PARKING LOT AND ALL OTHER PROPOSED CHANGES TO THE EXISTING SITE PLAN SHALL BE SUBMITTED TO THE CITY OF GULFPORT FOR REVIEW AND APPROVAL. THE CITY OF GULFPORT SHALL HAVE THE FINAL SAY IN THE MATTER. NO LATER THAN 10:00 AM ON THE DATE OF THE CITY OF GULFPORT MEETING. THE CITY OF GULFPORT SHALL HAVE THE FINAL SAY IN THE MATTER.

COOPER'S
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY OF GULFPORT ORDINANCES.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY OF GULFPORT ORDINANCES.



SDS STRUCTURAL DESIGN SOLUTIONS 81950 WOOLMARKET ROAD BILOXI, MS, 39265 OFFICE: 228-399-3000 FAX: 228-399-3001 CELL: 228-399-3002	PROPOSED CHURCH PARKING PAVED Mercy Seat Baptist Church 20th Street Gulfport, MS 39501	EXISTING SITE CONDITIONS	SHEET TITLE EXISTING SITE CONDITIONS	DATE: _____ DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____
	SHEET C1	SHEET TITLE EXISTING SITE CONDITIONS	DATE: _____ DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____	SHEET C1

SUBMISSION "G"
MERCY SEAT MISSIONARY BAPTIST CHURCH
LOTS 18-23, BLOCK 14, SORIA CITY SUBDIVISION

1. INTEREST: Mercy Seat Missionary Baptist Church
1541 20th Street and Pratt Avenue
Gulfport, MS 39501
2. CONDITION FOR CHANGE: Change in Conditions
3. DEVELOPMENT SCHEDULE: Optional. Therefore, none attached.
4. EFFECTS OF AMENDMENT: See Submission "F"
5. ERROR: Inapplicable

SUBMISSION "F"
MERCY SEAT MISSIONARY BAPTIST CHURCH
STATEMENT ADDRESSING REASONS FOR REZONING REQUEST
LOTS 18-23, BLOCK 14, SORIA CITY SUBDIVISION

Mercy Seat Missionary Baptist Church was established in 1913. The church is and has been located at 1541 20th Street and Pratt Avenue in the Soria City Subdivision of the City of Gulfport for the majority of its 100+ years existence. This historical church is a staple of the Soria City Community, the City of Gulfport and the State of Mississippi. During the years of existence, the church has undergone numerous remodels and expansions. It has also purchased numerous adjacent properties, including but not limited to the vacant lots that are the subject of this application.

In 2004, the church purchased several residential lots that are directly west of the sanctuary but considered to be adjacent to the church. The lots are described as Lots 18-23, Block 14, Soria City Subdivision. At time of purchase, the lots included dilapidated houses and/or buildings. Mercy Seat cleared the lots and began using them for additional parking for its members and guests. Currently, the lots consists of unpaved or dirt surfaces. Mercy Seat is expanding and now wishes to improve the lots by developing them as hard surface parking lots. The location of the church's sanctuary is zoned as B-1. However, the unimproved lots are zoned R2. The lots will be used for commercial purposes, but are currently zoned as residential. Mercy Seat will adhere to the design and construction regulations of the City of Gulfport in converting these lots to hard surfaces. However, the current residential zoning designation would prohibit the church from making these improvements. Therefore, Mercy Seat desires that the lots be rezoned to B-1. The Church contends that the rezoning would be in the best interest of public policy due to the below described Change in Conditions.

Mercy Seat has been utilizing the instant vacant lots since 2004 for the purpose of additional parking for its members and visitors. The lots are unpaved and are adjacent to the church sanctuary. The church wishes to improve these lots converting them to paved parking lots. The following change in conditions of the lots will occur:

- a. Hard surfaced parking lots
- b. Painting and striping
- c. Bumpers and stops
- d. Drainage provisions
- e. Subgrade preparation
- f. Lighting and landscaping details

Making these changes to the unimproved lots will provide a more safe, efficient vehicular access to designated parking stalls. It will create a more attractive area, which would beautify the community and the City of Gulfport. It will be well designed and functional, which would increase the safety of its users. The drainage provisions would result in

lower maintenance costs due to potential ruts and sinkholes of unpaved surfaces. The hard surfaces would also make the lots usable in extreme climate conditions, which include frequent rain storms here on the Mississippi Gulf Coast. The improvements would be part of an overall larger investment by the Church into the Soria City community. The improvements will not have a negative impact on the community or the City of Gulfport. Mercy Seat Missionary Baptist Church has been in existence in the Soria City Community for nearly 105 years, and its members do not foresee leaving this location. Therefore, the proposed rezoning is not being made for any purpose other than to expand Mercy Seat's capability of providing religious opportunities to those in the Soria City Community and the City of Gulfport.



URBAN DEVELOPMENT
PLANNING DIVISION

June 8, 2018

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

Mercy Seat Missionary Baptist Church
1541 20th Street
Gulfport, MS 39501

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

RE: Zoning Map Amendment 1806PC059: Jimmie E. Amos, agent for Mercy Seat Missionary Baptist Church, property owner, requests to rezone parcels 0811G-04-040.000 and 0811G-04-041.000 from R-2 (Single-family) to B-1 (Neighborhood Business): located north of and adjacent to 19th Street, south of and adjacent to 20th Street, east of 17th Avenue, and west of and adjacent to Pratt Avenue, in Ward 3.

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, June 28, 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.

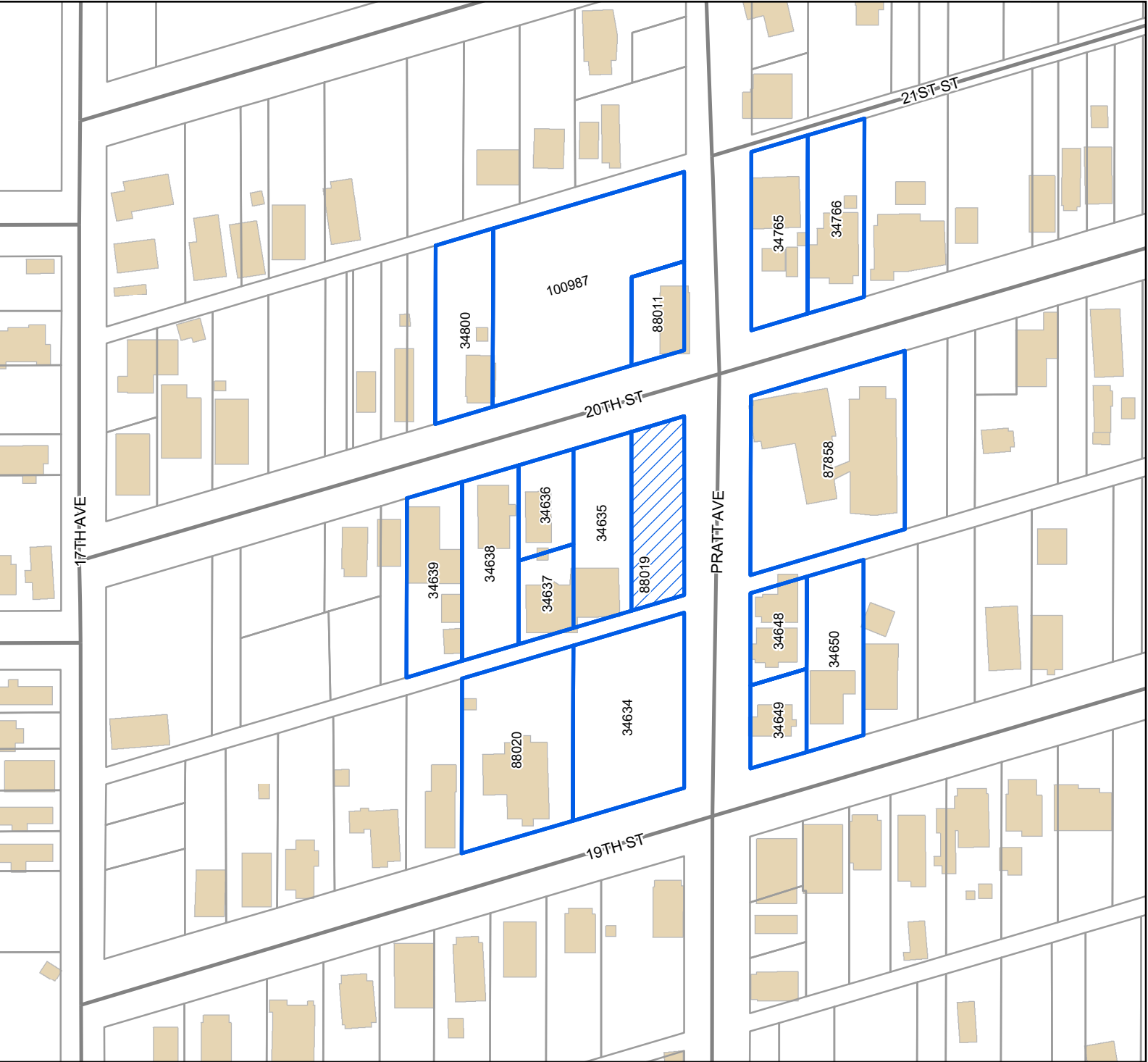
A copy of the filed application to be considered will be available for public review at the office of the Department of Urban Development – Planning Division located at the Hardy Building, 1410 24th Avenue. Adjacent property owners will not be provided any further correspondence on the matter unless 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.

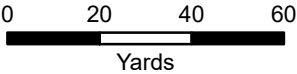
Sincerely,
City of Gulfport Planning Division

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



Legend

- Site
- Adjacent Properties
- Street
- Parcels
- Buildings



1 inch = 125 feet



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OBJECTID	PARCEL_ID (059)	NAME	ADDRESS_1	CITY	STATE	ZIP
49579	0811G-04-041.000	MERCY SEAT MISSIONARY BAPTIST CHURCH	1541 20TH STREET	GULFPORT	MS	39502
		JIMMIE E. AMOS (Agent)	1811 60th AVENUE	GULFPORT	MS	39501
		Adjacent Property Owners				
43161	0811G-04-017.001	SORIA CITY DEVELOPMENT LLC	1618 20TH STREET	GULFPORT	MS	39501
44050	0811G-01-022.000	FARLEY ISAAC L L/E	2010 PRATT AVE	GULFPORT	MS	39501
44724	0811G-04-042.000	PRICE ANNIE J	1612 19TH ST	GULFPORT	MS	39501
44951	0811G-04-037.000	QUINCE MITCHELL EARL SR	1102 35TH STREET	GULFPORT	MS	39501
45140	0811G-04-035.000	QUINCE MARGIE	4067 BELTWAY DR APT 147	ADDISON	TX	75001
45509	0811G-01-021.000	CAGGINS AURABELLE M	4625 REDSTART DRIVE	GULFPORT	MS	39501
45691	0811G-04-017.000	BYNUM DOROTHY MAY	4318 BUENA VISTA	DETROIT	MI	48238
45750	0811G-04-018.000	QUINCE GEORGE E	1618 20TH ST	GULFPORT	MS	39501
45898	0811G-04-040.000	MERCY SEAT BAPTIST CHURCH	1601 20TH ST	GULFPORT	MS	39501
45988	0811G-01-043.000	PACE SARAH	1916 PRATT AVE	GULFPORT	MS	39501
46159	0811G-04-036.000	QUINCE GEORGE E	1618 20TH ST	GULFPORT	MS	39501
48288	0811G-01-044.000	REED CAMILLE H	P O BOX 1688	GULFPORT	MS	39502
48341	0811G-01-042.000	WILLIAMS PHYLLIS Y	1634- 20TH STREET	GULFPORT	MS	39501
48891	0811G-01-023.000	MERCY SEAT BAPTIST CHURCH	1527 20TH ST	GULFPORT	MS	39501
49608	0811G-04-039.000	SMR3 CORPORATION	P O BOX 7757	D'IBERVILLE	MS	39540

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, TO REZONE CERTAIN PROPERTY FROM ITS PRESENT ZONING CLASSIFICATION OF R-2 (SINGLE-FAMILY RESIDENCE) DISTRICT TO R-B (RESIDENTIAL-BUSINESS) DISTRICT.

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that ad valorem tax parcel number 0811G-04-040.000 and 0811G-04-041.000, which is generally described as being located north of and adjacent to 19th Street, south of and adjacent to 20th Street, east of 17th Avenue, and west of and adjacent to Pratt Avenue, should be rezoned from its present classification of R-2 (Single-Family Residence) to R-B (Residential-Business) District. The Case File Number is 1806PC059.

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

SECTION 1: That the Official Zoning Map of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to provide that the following legally described property **be rezoned from its present classification of R-2 (Single-Family Residence) District to R-B (Residential-Business) District.**

Ad valorem tax parcel number 0811G-04-040.000 and 0811G-04-041.000 are legally described as:

Lots 18 to 23, inclusive, block 14; in SORIA CITY, a subdivision of the City of Gulfport, Harrison County, Mississippi, as per the official map or plat thereof on file and of record in the office of the Chancery Clerk in the First Judicial District, Harrison County, Mississippi; together with all improvements thereon situated and all appurtenances in anywise appurtenances thereto.

SECTION 2: The rezoning of said parcel shall be further subject to the following conditions: The owner, agent or lessee who requested rezoning of the property, which was subsequently rezoned by the Mayor and City Council must secure a building permit from the Building Official and commence construction within one year from the date of approval of rezoning by the City Council. If no building permit has been obtained and said plan development is not completed according to approved plans, the rezoning of said parcel shall be null and void and automatically revert back to its original zoning classification.

See also: COMPREHENSIVE ZONING ORDINANCE {Section IX (3) (b)} Reversion.

SECTION 3: For good cause being shown and the interest and welfare of the City of Gulfport, the citizens thereof require that the said Ordinance be in full force and effect immediately upon its passage and this Ordinance shall be in full force and effect from and after its passage, but shall nevertheless be published and enrolled as provided by law.

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

YEAS: ABSTENTIONS: ABSENCES: NAYS:

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

(SEAL:)

ATTEST: _____ ADOPT: _____

CLERK OF THE COUNCIL

PRESIDENT

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

BILLY HEWES, Mayor

1. CITY OF GULFPORT PLANNING COMMISSION

2

3 1806PC059

4

5 TRANSCRIPT OF HEARING

6 June 28, 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 28TH DAY OF JUNE 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

16 KEITH WILLIAMS, President
17 B.J. SELLERS
18 EVERETT "LAD" LADNER
19 CHARLIE HEWES
DOUG HANCOCK
COLETTE TOWLES
LANE HENSARLING

19

STAFF PRESENT:

20

21 GREG HOLMES
22 CORY LONG
MATILDA WELCH

23

24

25

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

1. 1. Zoning Map Amendment 1806PC059
2. MR. LONG: Zoning Map Amendment 1806PC59 has
3. been duly and timely noticed as required by law.
4. The applicant requests to rezone parcels from
5. R-2 to B-1 located north of and adjacent to 19th
Street,
6. south of and adjacent to 20th Street, east of 17th
Avenue,
7. and west of and adjacent to Pratt Avenue, in Ward 3.
A copy
8. of the packet considered is hereby offered to the
record.
9. MR. WILLIAMS: Thank you.
10. Is there someone here to speak for this
11. request? Anyone here to speak for this request? Is
the
12. applicant here? Anyone here for it?
13. MR. HOLMES: Mr. Chairman, I don't see
14. anybody here for the church.
15. MR. WILLIAMS: All right. Anyone here to
16. speak against this request?
17. Commissioners, we don't have anyone here to
18. represent the case or no one here to speak against
the case.
19. As we have held true in the past, we've always liked
the
20. applicant to be here in case there are any questions
or

21. anything. So you can either decide we'll go ahead and vote
22. on this case, or we can table it until the next meeting when
23. the applicant can be here.
24. Okay, good. I'm sorry. Commissioners,
25. forget everything I just said. We've got the applicant

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

1. here, so that will work out.
2. I noticed when I said that about the white
3. speaker card, you didn't have one, so you rushed back
and
4. got it real quick. So you can finish it in a minute
and
5. give it to them.
6. MR. AMOS: I am Jimmie Amos, and I am a
7. member of Mercy Baptist Church. And I'm here to
represent
8. the case where we're trying to get the property
rezoned from
9. residential to commercial so we can build a parking
lot.
10. And we have put in our application to the
11. city and all. And that parcel number should be
12. 0811G-04-040.000 and 0811G-04-041.000.
13. That property we bought back in 2014, and we
14. want to build a parking lot in that space. And the
city
15. require that we have it rezoned from residential to
16. commercial.
17. Now, we went through this once before, but we
18. weren't quite ready to do the parking lot at that
time. And
19. so they rezoned it back to residential.
20. And when our contractor got ready to get to
21. work and get started, we found out we had to go
through that

22. process all over again.

23. So right now, we got our application in to

24. the city. We are requesting that you all change that

25. property to commercial so we can proceed with our
parking

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

1. lot.
2. So that is my request.
3. MR. WILLIAMS: Thank you, sir.
4. Any questions of the applicant?
5. MR. HEWES: So I understand we approved this
6. once before, but the one year lapsed after approval,
so
7. you're just back asking the same thing. Is that
correct?
8. MR. AMOS: Yes, sir. You approved it back in
9. 2016. We wasn't quite ready to get started right at
that
10. time. But we didn't know that you had so much time
to get
11. started. So once we got started, then it had already
went
12. back to residential.
13. MR. HEWES: Okay.
14. MR. WILLIAMS: Any other questions?
15. MR. SELLERS: Mr. Amos, when we approved it
16. two years ago, I think the request then was to change
to a
17. B-1, but we actually approved it for an R-B.
18. MR. AMOS: Right.
19. MR. SELLERS: Is that correct, R-B? Which
20. still allowed you to build a parking lot.
21. But this request you're making again for a

22. B-1, is there any reason that you could not be satisfied

23. with an R-B zoning?

24. MR. AMOS: Is the R-B okay?

25. MR. SELLERS: R-B still allows you to build a

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

1. parking lot.
2. MR. AMOS: It will? Well, when my contractor
3. tried to get a permit from the city, they said he
couldn't
4. do it because we'd have to bring it back to
commercial.
5. MR. SELLERS: Well, it has. You did revert
6. back to R-2 because of the time lapse. Okay? But
when it
7. was approved before, it was approved for R-B.
8. So what I'm asking you: Would it be okay if
9. we approved you for an R-B, not a B-1?
10. Your request is B-1. But R-B still allows
11. you to build a parking lot, but it's a little bit
less
12. dense. It would be more in tune with the
neighborhood
13. around you and all that stuff, instead of a B-1. B-1
can
14. have a whole lot of things that you probably don't
want
15. across the street from your church anyway.
16. MR. AMOS: Right.
17. MR. SELLERS: So that's my question to you, I
18. guess, is: Would you be accepting of R-B zoning as
opposed
19. to B-1?
20. MR. AMOS: Oh, yes. Whatever it takes --
21. MR. SELLERS: What you're trying to do is

22. build a parking lot.

23. MR. AMOS: Whatever it takes to build a

24. parking lot, that's what we're requesting.

25. MR. SELLERS: Okay.

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

1. MR. WILLIAMS: Great question.
2. Greg, just for clarity. That's correct, no
3. issues there going to R-B to do a parking lot there?
4. MR. HOLMES: Yes, sir.
5. MR. WILLIAMS: Good deal. Good catch, B.J.
6. All right. Any other questions?
7. Thank you, sir. If something comes up, we'll
8. bring you back up. Appreciate it.
9. Now, is there anyone else here to speak for
10. that request or against that request?
11. All right. Commissioners, we've heard the
12. case and even the suggestion from B.J. that that be
an R-B.
13. Again, as we're changing zones, they're putting a
parking
14. lot on it now, but in the future for any reason the
church
15. decides to move somewhere else, it's a little less
intrusive
16. on that parking lot property there to be an R-B on
the other
17. houses in the neighborhood. So I think if they can
18. accomplish getting the parking lot in an R-B, that's
19. probably what we ought to do, although that's not
what is in
20. the file.
21. So if someone is going to make a motion, I

22. would ask that we make a motion changing that to an
R-B as

23. suggested by B.J.

24. So any questions or comments? Or I'll take a

25. motion.

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

1. MR. HEWES: Mr. Chair, I move that we accept
2. the applicant's request in Zoning Map Amendment
1806PC059 to
3. change from R-2 to an R-B residential business
zoning.
4. MR. WILLIAMS: All right. Do I have a second
5. to that motion?
6. MS. TOWLES: Second.
7. MR. WILLIAMS: Any further discussion from
8. the commissioners on that? If not, all those in
favor
9. signify by saying aye. Any opposed?
10. All right. Get your parking lot built.
- 11
- 12
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24

25

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

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2

3 1806PC059

4

5

6 COURT REPORTER'S CERTIFICATE

7

8 I, Norma Jean Ladner Soroe, Certified

Shorthand

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

skill and

10 ability I have reported the hearing held before the

City of

11 Gulfport Planning Commission and that the foregoing 7

pages

12 constitute a true and correct transcription of said

hearing

13 held on the 28th day of June 2018.

14 I do further certify that my certificate

annexed

15 hereto applies only to the original and certified

16 transcript. The undersigned assumes no

responsibility for

17 the accuracy of any reproduced copies not made under

my

18 control and direction.

19 Witness my signature this the 29th day of

June

20 2018.

21

22

23

#1297

24

NORMA JEAN LADNER SOROE, CSR

Certified Shorthand Reporter

25

N.J. SOROE, CSR #1297

(228) 467-2199

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: July 09, 2018

Re: Zoning Map Amendment 1805PC046:

Bruce Dunagan, property owner, requests to rezone the tax parcel 0808P-01-003.000 containing 2.94 acres from R-1-10 (Single Family) to B-1 (Neighborhood Business): located north of Warren Drive, south of and adjacent to Dedeaux Road, east of Three Rivers Road, and west of Dede Drive, in Ward 5.

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Hewes

Second: MS. Towles

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

Action: Motion was carried unanimously

Speaking for the Petition:

1. Bruce Dunagan

Speaking against the Petition: None

On May 24, 2018 the Planning Commission recommended approval of the above referenced case. On June 19, 2018 the City Council remanded the case for additional information. On June 21, 2018, the Planning Commission approved the above reference case.

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



DEPARTMENT OF
URBAN DEVELOPMENT
PLANNING DIVISION

June 20, 2018

Dunagan Bruce (Owner)
736 Live Oak Dr
Biloxi, MS 39532

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

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

RE: Zoning Map Amendment 1805PC046: Bruce Dunagan, property owner, requests to rezone the tax parcel 0808P-01-003.000 containing 2.94 acres from R-1-10 (Single Family) to B-1 (Neighborhood Business): located north of Warren Drive, south of and adjacent to Dedeaux Road, east of Three Rivers Road, and west of Dede Drive, in Ward 5.

To Whom It May Concern:

On Tuesday, June 19, 2018, the Gulfport City Council remanded the above request back to the Planning Commission for review and reconsideration.

The case will be re-heard by the Planning Commission on June 28, 2018 at 4:30 P.M. in the City Council Chambers, 2309 15th Street.

If you have any questions, please contact this office.

Sincerely,
City of Gulfport Planning Division

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 1805PC046

Hearing Date: May 24, 2018

Current Zoning/Use: R-1-10 / Single Family Home

Legal: Bruce and Linda Dunagan, property owner, requests to rezone the tax parcel 0808P-01-003.000 containing 2.94 acres from R-1-10 (Single Family) to B-1 (Neighborhood Business): located north of Warren Drive, south of and adjacent to Dedeaux Road, east of Three Rivers Road, and west of Dede Drive, in Ward 5.

TECHNICAL DETAILS

Amendment of the Zoning Ordinance, including the zoning map, is intended to carry out the objective of a sound, stable, and desirable environment. Casual amendment of the ordinance would be detrimental to the achievement of that objective. Therefore, the ordinance dictates that a property should be considered for rezoning only when one or more of the following conditions prevail:

- (a) *Error*. There is a manifest error in the article.
- (b) *Change in conditions*. Changed or changing conditions in a particular area or in the city or metropolitan area generally make a change in the regulations necessary and desirable.
- (c) *Increase in need for sites*. Increased or increasing needs for business or industrial sites in addition to sites that are available make it necessary and desirable to reclassify an area or to extend the boundaries of an existing area.
- (d) *Annexation*. It is necessary and desirable to reclassify territory annexed to the city.
- (e) *Ordinance changes*. Amendment to the ordinance not involving a change in classification of land is necessary.
- (f) *Change in governmental property*. It is necessary to reclassify property as a result of acquisition or disposition of such property by the United States of America, the State of Mississippi, or Harrison County.

According to the City's Legal Department:

When requesting rezoning of real property, **an applicant must prove, by clear and convincing evidence**, one of the following:

DL

Technical Report

Zoning Map Amendment

1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

The applicants are requesting to rezone a developed single-family property approximately 2.94 acres from R-1-10 (Single Family) to B-1 (Neighborhood Business). The applicant has stated a change in condition as the primary justification for a zoning change, as below:

- (a) The applicant states there is no error.
- (b) Change in conditions are stated to be widening of Dedeaux Road from Three Rivers Road eastward to Dede Street and rezoning of properties from residential to commercial on the north side of the street across from the subject property. The staff has included a map of area rezonings over the past 20 years—all from R-1-10 to B-1—numbered as follows on the map:

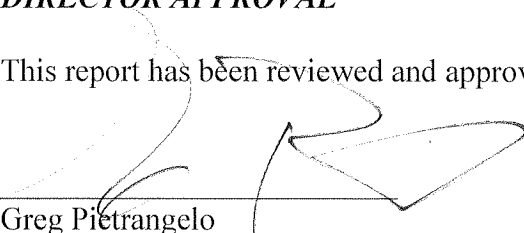
1. Case 9804PC086: approved May 19, 1998
2. Case 9908PC236: approved September 21, 1999
3. Case 0609PC217: approved November 7, 2006
4. Case 0806PC134: approved July 22, 2008
5. Case 1306PC055: approved July 16, 2013

The staff has also included an area map of current uses and zones to aid in the Commission's understanding of the area.

- (c) Increased need for sites has not been stated by the applicant, see the Legal Department's statement above.
- (d) No issues from the 1994 Annexation were mentioned.
- (e) Zoning map ordinance changes are included with (b) change in conditions, mentioned above.

DIRECTOR APPROVAL

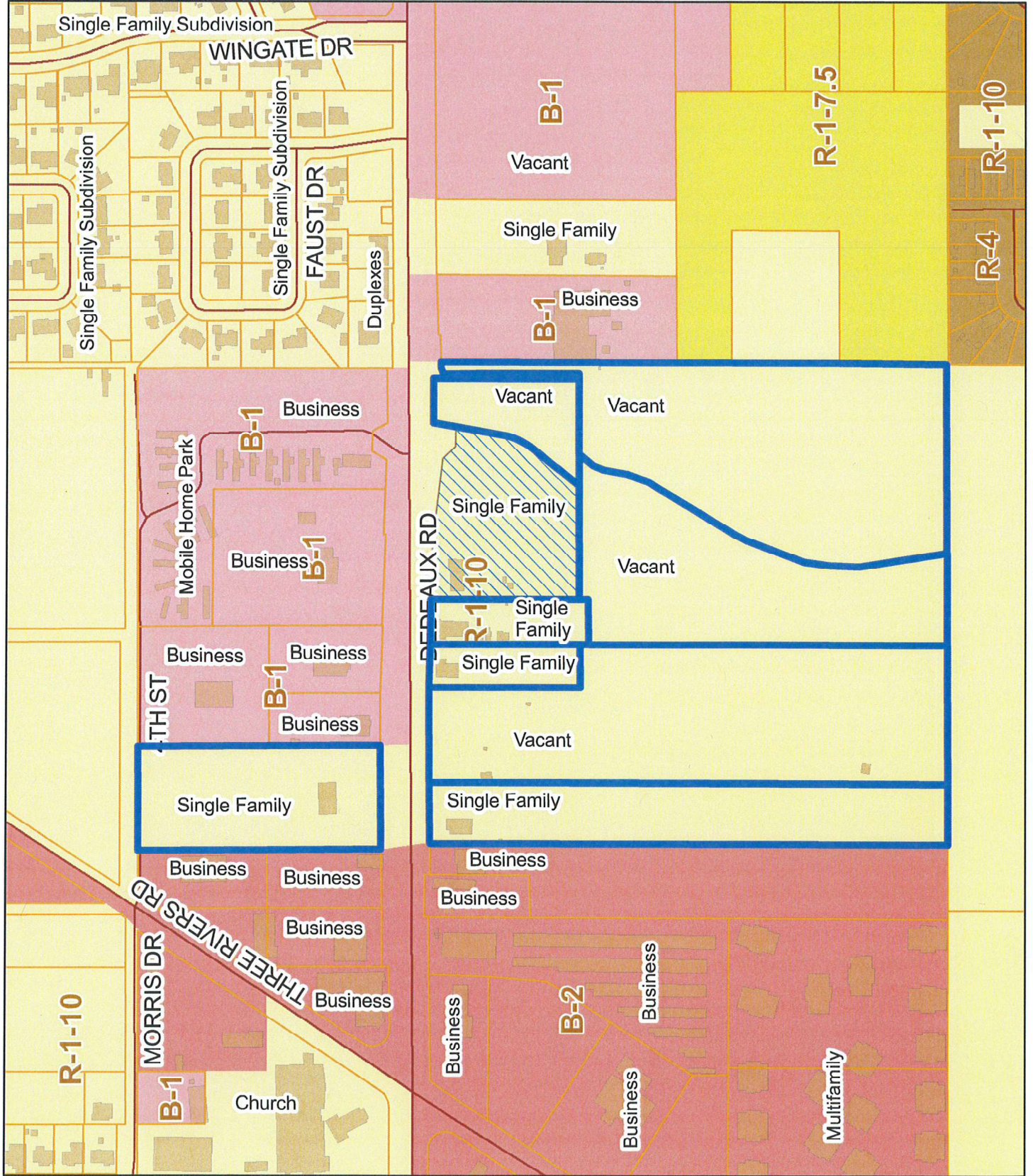
This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department

12.11

Area Map

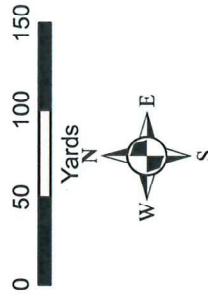


Legend

-  Subject Parcel
-  Parcels
-  Buildings
-  Street Centerline

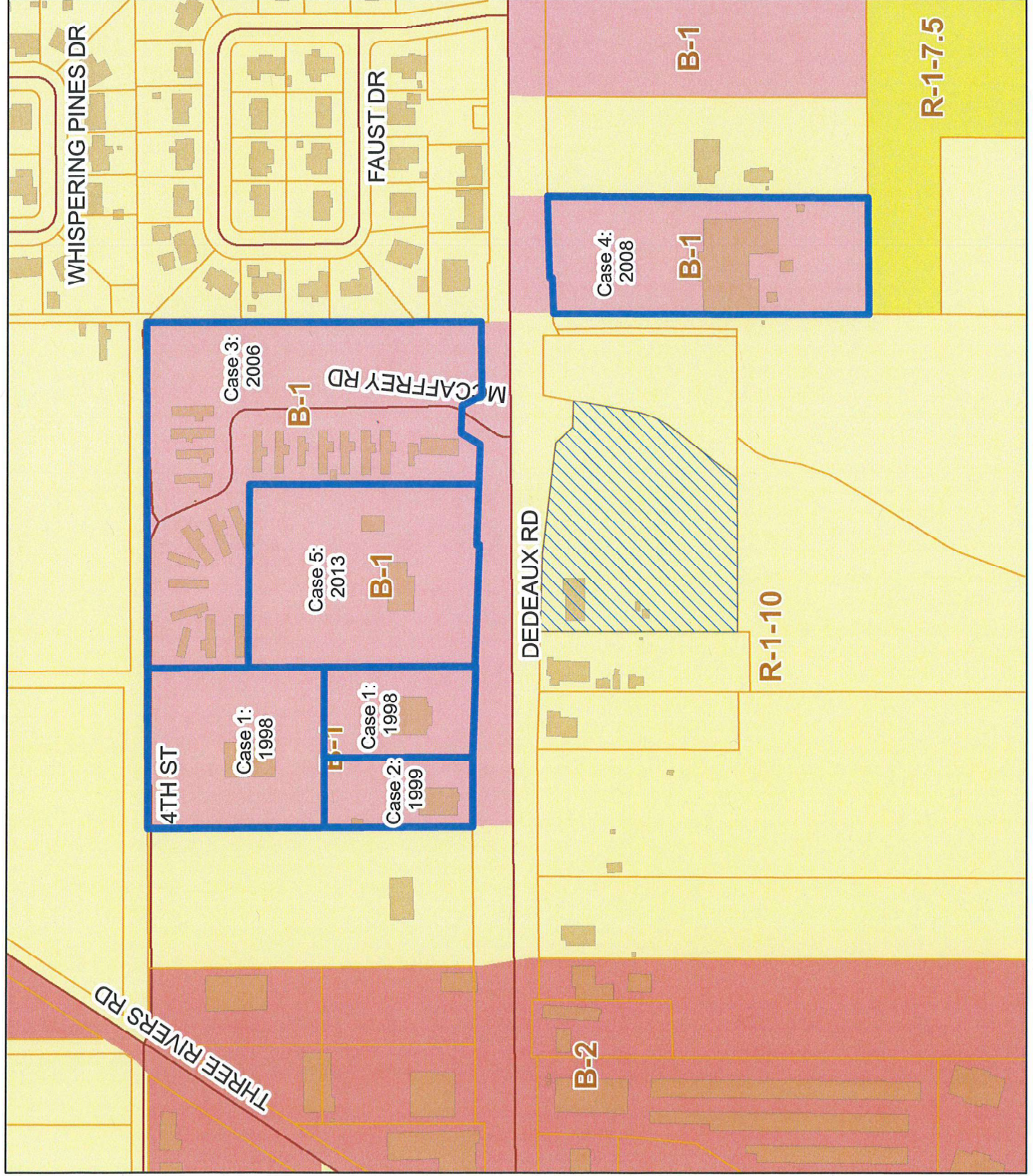
Site Information

0808P-01-003.000
 Zoning: R-1-10 (Single Family)
 Size: 2.94 Acres
 Flood: X



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20 Years of Rezoning

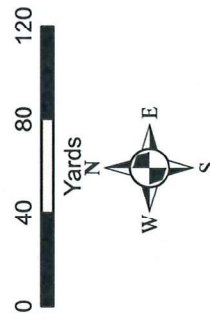


Legend

-  Subject Parcel
-  Parcels
-  Buildings
-  Street Centerline

Site Information

0808P-01-003.000
 Zoning: R-1-10 (Single Family)
 Size: 2.94 Acres
 Flood: X



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1805PC046

\$175.00



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

For Staff Use Only

Case File #: 1805PC046
Date Received: 4/13/18
Receipt #: 8917870
Received By: MB
Zoning: R-1-10
Ward: 5 Flood: X

**APPLICATION FOR ZONING MAP
AMENDMENT/LAND USE
RECLASSIFICATION (SMARTCODE)**

Property Information

TAX PARCEL #

0	8	0	8	P

 -

0	1

 -

0	0	3

 .

0	0	0

(If necessary, use separate sheet of paper)

Address of Property Involved: 14053 DETEAUX ROAD GPT. MS.Lot(s) 3.3 ACRES Block(s) _____, Subdivision _____General Location: SECTION 10 TOWNSHIP 07 RANGE 11**GENERAL DESCRIPTION OF REQUEST:**

ONE 1752 SQ FOOT BRICK RANCH HOUSE, BUILT IN
1963 ON APPROX. 3.3 ACRE LOT

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

BRUCE DUNAGAN
Printed Name Of Owner
736 LIVE OAK DRIVE
Mailing Address
BILOXI, MS. 39532
City State Zip code
(228) 388-4937 (228) 297-4937
Home Phone Work/Cell Phone
brucediver@CABLE ONE.NET
Email
Bruce Dunagan
Signature Of Owner

AGENT

Printed Name Of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature Of Agent

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



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

This page must be completed if the property or properties involved have more than one owner. All persons listed as owners to the property or properties listed on page one must complete and sign this part of the application.

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 authorized to act as the owner's agent for herein described request.

NAME OF OWNER (PRINT)

LINDA DUNAGAN

ADDRESS (STREET, CITY, STATE, ZIP CODE)

736 LIVE OAK DRIVE BILOXI, MS

PHONE # (H)

(228) 388-4937

(W)

CELL (228) 297-493739532

TAX PARCEL NUMBER(S) OWNED

080P-01-003.000

SIGNATURE:

Linda Dunagan

NAME OF OWNER (PRINT)

BRUCE DUNAGAN

ADDRESS (STREET, CITY, STATE, ZIP CODE)

736 LIVE OAK DRIVE BILOXI, MS, 39532

PHONE # (H)

(228) 388-4937

(W)

CELL (228) 297-4937

TAX PARCEL NUMBER(S) OWNED

080P-01-003.000

SIGNATURE:

Bruce Dunagan

NAME OF OWNER (PRINT)

ADDRESS (STREET, CITY, STATE, ZIP CODE)

PHONE # (H)

(W)

TAX PARCEL NUMBER(S) OWNED

SIGNATURE:

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES PERSON/AGENT FOR YOU: _____

REQUEST PROPERTY INVOLVED: 14053 DEDEAUX ROAD EPT. MS.
BE RE-ZONED TO (B-1). THIS REQUEST IS BASED ON
THE CHANGED AND CHANGING CONDITIONS IN THIS
AREA.

DEDEAUX ROAD IS BEING WIDEN, FROM THREE RIVERS
EASTWARD TO DEE ST. THE ABOVE MENTIONED PROPERTY
IS IN THE PROPOSED WIDEN AREA.

THE PROPERTIES DIRECTLY ACROSS DEDEAUX ROAD
FROM #14053 DEDEAUX ROAD, HAVE CHANGED TO
B-1 ZONING, AND NOW ARE BUSINESS.

DATE
5-JAN. 2018

SINCERLY,

Bonnie & Linda Dunagan

(G)

1. NO INTEREST
2. ADJACENT TO OTHER PROPERTIES ZONED
FOR BUSINESS.
3. AT HIS TIME, NO FUTURE BUSINESS'S HAVE
BEEN PROPOSED, AT THIS LOCATION.
4. THE ZONING MAP AMENDMENT WOULD BE
IN HARMONY, WITH SURROUNDING AREA.
5. THERE IS NO ERROR.

0808I-01-008.000

0808I-01-014.000

0808I-01-014.000



Area Map

Printed 1/8/2018

B-1

B-1

B-1

DEDEAUX RD

14065 DEDEAUX RD

14053 DEDEAUX RD

0808P-01-005.000

0808P-01-004.000

0808P-01-003.000

0808P-01-003.001

R-1-10

0808P-01-006.000

0808P-01-001.001

0808P-01-001.000

- Addresspoints
- Minor Arterial
- Minor/Residential
- Parcels



1 inch = 78 feet

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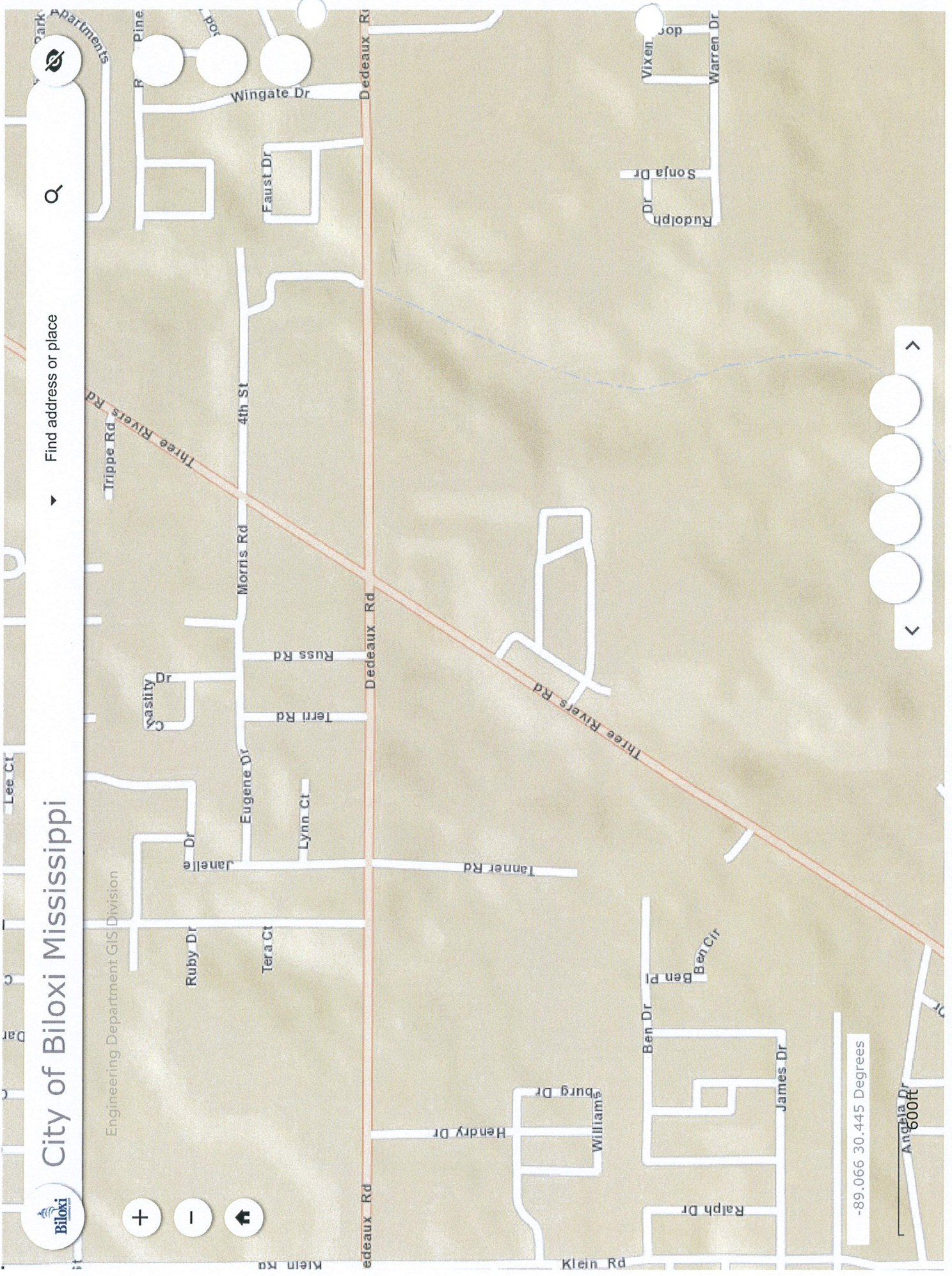
City of Gulfport

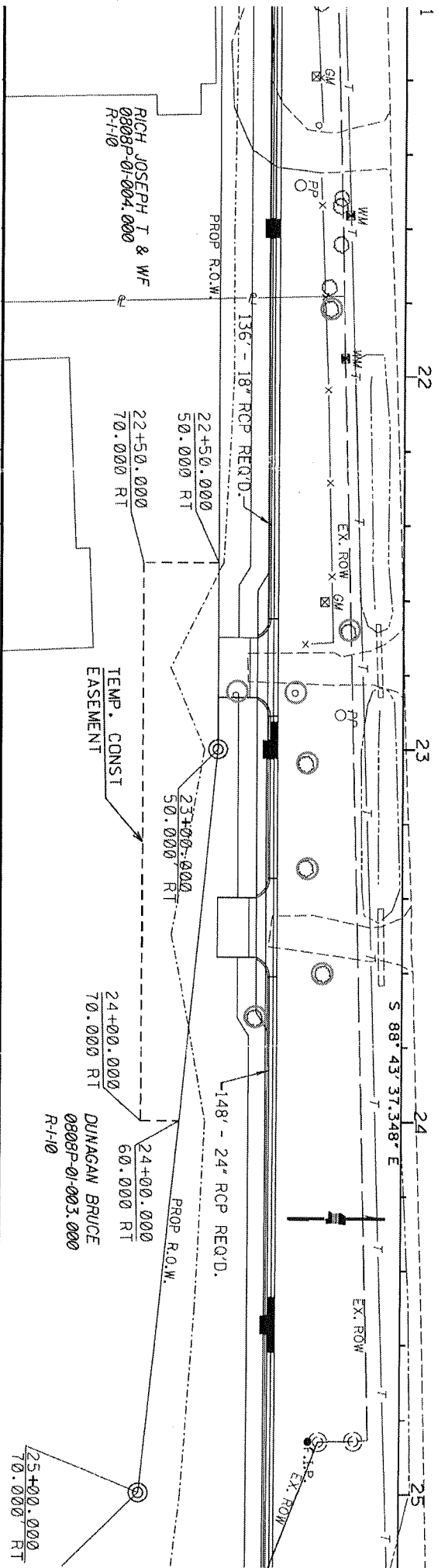
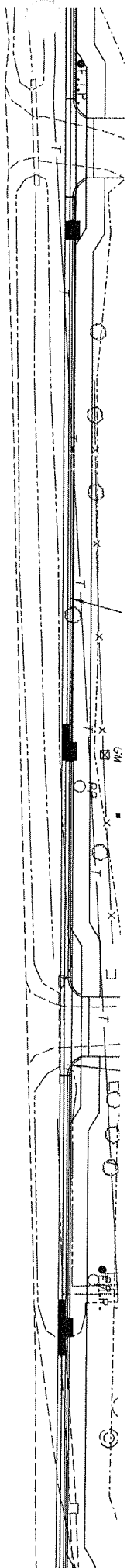
Proposed Widening of Dedeaux Road Phase 1 – Three Rivers Road to Dede Drive



Project Update

- Phase 1 Length – 3,000 feet (0.6 miles)
- All Right of Way has been acquired.
- Utility Relocation will begin in January 2015.
- Estimated Date for Construction to begin – October 2015.
- Estimated Construction Cost for Phase 1 - \$3.2M
- Funding Summary
 - Earmark - \$2M
 - STP Funds (MPO) - \$3M
 - City of Gulfport - \$2M







URBAN DEVELOPMENT
PLANNING DIVISION

May 4, 2018

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

Dunagan Bruce (Owner)
736 Live Oak Dr
Biloxi, MS 39532

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

RE: Zoning Map Amendment 1805PC046: Bruce Dunagan, property owner, requests to rezone the tax parcel 0808P-01-003.000 containing 2.94 acres from R-1-10 (Single Family) to B-1 (Neighborhood Business): located north of Warren Drive, south of and adjacent to Dedeaux Road, east of Three Rivers Road, and west of Dede Drive, in Ward 5.

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, May 24, 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.

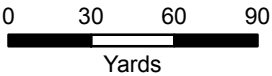
Sincerely,
City of Gulfport Planning Division

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



Legend

- Site
- Street
- Parcels
- Buildings



1 inch = 208 feet



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PPIN	Parcel ID	Name	Address	City	State	ZIP
57837	0808P-01-003.000	DUNAGAN BRUCE (Owner)	736 LIVE OAK DR	BILOXI	MS	39532
Adjacent Property Owners						
53264	0808I-01-008.000	BUNTYN PROPERTIES LLC	14070 DEDEAUX RD	GULFPORT	MS	39503
57834	0808P-01-006.000	DEDEAUX ROAD MS LLC	4712 WOODLAND AVE	METAIRIE	LA	70002
57831	0808P-01-001.000	DEDEAUX W A & CHRISTINE	13407 DEDEAUX RD	GULFPORT	MS	39503
55239	0908L-02-015.032	DENOUX PROPERTIES LLC	11310 FAIRFIELD LN	GULFPORT	MS	39503
57885	0908M-01-011.000	GULF COAST COMMUNITY ACTION AGENCY	P O BOX 519	GULFPORT	MS	39502
85329	0808I-01-009.000	MCCAFFREY PATRICK A & SARAH H	12313 LUNDY RD	GULFPORT	MS	39503
57832	0808P-01-005.000	MOORE ROLANDA M	14075 DEDEAUX RD	GULFPORT	MS	39503
57839	0808P-01-004.000	RICH LE DORIS	14065 DEDEAUX RD	GULFPORT	MS	39503
85330	0808I-01-014.000	WHITE DAVID J	13249 RIVERLAND DR	BILOXI	MS	39532
57838	0808P-01-002.000	WILLIAMS BRYAN L & EMILY T	2 COURTLAND DR	HATTIESBURG	MS	39402

June 22, 2018

City of Gulfport

Re: Bruce Dunagan

Case # 1805PC046

At this time, the development schedule is as follows:

This property will be prepared for a professional or retail use. This will be started within six months. That will allow time to prepare for marketing the property to the appropriate business communities. If a tenant is procured earlier, remodeling will begin at that point. Depending on the level of remodeling, the project should be finished within six months. Thank you for your consideration with this matter.

Thom Newman, II

Broker/Agent for Bruce Dunagan

1. CITY OF GULFPORT PLANNING COMMISSION

2

3 1805PC046

4

5 TRANSCRIPT OF HEARING

6 June 28, 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 28TH DAY OF JUNE 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
B.J. SELLERS
EVERETT "LAD" LADNER
CHARLIE HEWES
DOUG HANCOCK
COLETTE TOWLES
LANE HENSARLING

19

STAFF PRESENT:

20

GREG HOLMES
CORY LONG
MATILDA WELCH

21

22

23

24

25

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

1. 1. Zoning Map Amendment 1805PC046
2. MR. LONG: Under other business, Zoning Map
3. Amendment 1805PC046 remanded from the City Council meeting
4. on June 28, 2018.
5. MR. WILLIAMS: So it's been remanded back to
6. us from the City Council. And what reasons was it sent
7. back?
8. MR. HOLMES: I think the applicant has
9. submitted the development schedule updated to you guys in
10. your packets.
11. MR. WILLIAMS: All right.
12. Mr. Dunagan here?
13. MR. DUNAGAN: Yes.
14. MR. WILLIAMS: Do you want to come up and
15. state your name and address, sir, so that we have a record.
16. I think it was just for the development schedule, and you've
17. done what the council is asking to do.
18. MR. DUNAGAN: My name is Bruce Dunagan. I
19. reside at 736 Live Oak Drive in Biloxi, Mississippi.
20. And, yes, sir, you are correct. I went
21. before the council, and they thought that the development
22. schedule wasn't there, and it wasn't.

23. And so at that point, I'm back, since that's

24. been submitted.

25. MR. WILLIAMS: All right. Any questions of

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(228) 467-2199

1. the applicant, commissioners?
2. I talked to Greg earlier, and he said you
3. resubmitted that, and he thinks that everything is in
line
4. now.
5. All right. Thank you, sir. Appreciate it.
6. MR. DUNAGAN: Thank you.
7. MR. WILLIAMS: Anyone else want to speak for
8. this case?
9. Anyone want to speak against this case?
10. All right. Commissioners, it's a case that's
11. been remanded back to us in front of us, so I'll need
a
12. motion for approval with the information as
submitted, or
13. denied.
14. MR. HEWES: Mr. Chair, I move we approve Case
15. 1805PC046 with the additional information provided.
16. MR. WILLIAMS: Thank you, sir.
17. Do I have a second?
18. MS. TOWLES: Second.
19. MR. WILLIAMS: Any further discussion? If
20. not, all those in favor signify by saying aye. Any
approved
21. (sic)? All right. It's been approved. Good luck at
City
22. Council with it.

23

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

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2

3 1805PC046

4

5

6 COURT REPORTER'S CERTIFICATE

7

8 I, Norma Jean Ladner Soroe, Certified

Shorthand

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

skill and

10 ability I have reported the hearing held before the

City of

11 Gulfport Planning Commission and that the foregoing 3

pages

12 constitute a true and correct transcription of said

hearing

13 held on the 28th day of June 2018.

14 I do further certify that my certificate

annexed

15 hereto applies only to the original and certified

16 transcript. The undersigned assumes no
responsibility for

17 the accuracy of any reproduced copies not made under

my

18 control and direction.

19 Witness my signature this the 29th day of

June

20 2018.

21

22

23

#1297

24

NORMA JEAN LADNER SOROE, CSR

Certified Shorthand Reporter

25

N.J. SOROE, CSR #1297

(228) 467-2199

1. CITY OF GULFPORT PLANNING COMMISSION

2

3 1805PC046

4

5 TRANSCRIPT OF HEARING

6 May 24, 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 24TH DAY OF MAY 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

16 KEITH WILLIAMS, President
17 VIRGINIA ADOLPH
18 B.J. SELLERS
19 CHARLIE HEWES
20 JOHN ANTHONY
21 COLETTE TOWLES
22 LANE HENSARLING

19

STAFF PRESENT:

20

21 GREG PIETRANGELO
22 GREG HOLMES
THOMAS LANE
MATILDA WELCH

23

24

25

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

1. 1. Zoning Map Amendment 1805PC046
2. MR. LANE: Zoning Map Amendment 1805PC046 has
3. been duly and timely noticed as required by law. The
4. applicant requests to rezone a tax parcel containing
2.94
5. acres from R-1-10 single family to B-1 neighborhood
business
6. located north of Warren Drive, south of and adjacent
to
7. Dedeaux Road, east of Three Rivers Road, and west of
Dede
8. Drive, in Ward 5. A copy of the packet considered is
hereby
9. offered into the record.
10. MR. WILLIAMS: Thank you, sir.
11. Do we have someone here to speak for this
12. case tonight?
13. MR. DUNAGAN: My name is Bruce Dunagan. My
14. wife and I are the owners of that aforesaid property.
I
15. live at 736 Live Oak Drive in Biloxi.
16. MR. WILLIAMS: Thank you.
17. Any comments on what you're doing? Anything
18. you need to state for the commission?
19. MR. DUNAGAN: Other than what it states in
20. there. I've had the property since say ten years.
Always
21. maintained it. Kept it always mowed. Not that's the
first

- 22. phase of the new widening on Dedeaux Road. Sold to the city
- 23. a couple of years ago a right-of-way. And I'd just like to
- 24. be in a position in the future if I'd like to sell that
- 25. property, I'd like to be able to move on that. And that's

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(228) 467-2199

1. all become, as you know, a business corridor, Pass road is,
2. each side along Highway 49. Dedeaux Road is going to become
3. the same thing from Lorraine Road to Three Rivers.
4. So I'd just like to be in a position to be
5. able to do that if need be.
6. MR. WILLIAMS: All right.
7. Commissioners, any questions for the
8. applicant while we have him? All right. If anything comes
9. up, we'll bring you back up. Thank you, sir. Appreciate
10. it.
11. Do we have anyone else here tonight to speak
12. for this case?
13. Anyone in this audience to speak against this
14. case tonight?
15. No one to speak against it?
16. All right. Commissioners, you've had the
17. opportunity to review the package and the information
18. presented. I'll ask if there's any questions of the staff
19. or any comments that you'd like to make, and then ask for a
20. motion.
21. MR. HEWES: Mr. Chair, in looking at the map

- 22. that we have in front of us, it looks like the area is
- 23. turning to B-1 substantially, or B-2, but it's primarily
- 24. business with a few single families around, a lot of it
- 25. being vacant. I move that we grant this request to rezone

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1. on Planning Commission Case 1805PC046.
2. MR. WILLIAMS: All right. Got a motion to
3. accept the application and approve as presented. Do
I have
4. a second?
5. MS. ADOLPH: Second.
6. MR. WILLIAMS: All right. Motion and a
7. second. Any further discussion from the
commissioners? If
8. not, all those in favor signify by saying aye. Any
opposed?
9. All right. It's been passed. Thank you all
10. for showing up. Appreciate it.
11. (Unanimous vote.)
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
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N.J. SOROE, CSR #1297
(228) 467-2199

1. BEFORE THE CITY OF GULFPORT PLANNING

2. COMMISSION.

3

4 1805PC046

5

6

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 4

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13 constitute a true and correct transcription of said

hearing

14 held on the 24th day of May 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 28th day of

May

21 2018.

22

23

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#1297 25

NORMA JEAN LADNER SOROE, CSR

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: Margaret Murdock, Assistant Attorney
Building Code

Date: 07/06/2018

Subject: Ordinance - to amend The Code of Ordinances of The City of Gulfport, Mississippi, and to adopt The 2018 Edition of The International Building Code, and for related purposes.

Recommendation:

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

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND
THE CODE OF ORDINANCES OF THE
CITY OF GULFPORT, MISSISSIPPI, AND TO ADOPT THE 2018 EDITION OF THE
INTERNATIONAL BUILDING CODE, AND FOR RELATED PURPOSES**

WHEREAS, it is necessary to upgrade and update the building code that is in force and effect in the City of Gulfport; and

WHEREAS, updating the building code will improve and upgrade the rules and regulations governing the conditions and maintenance of all property, buildings and structures; by providing improved standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures in the City of Gulfport; providing for the issuance of permits and collection of fees therefor; and

WHEREAS, adoption of the 2018 edition of the *International Building Code* will require repeal of Ordinance No. 2810 of the City of Gulfport by which the City adopted the 2012 edition of the *International Building Code* as well as any and all other ordinances and parts thereof in conflict herewith.

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

SECTION 1. That certain document, one (1) copy of which is on file in the office of the Building Official of the City of Gulfport, being marked and designated as the *International Building Code*, 2018 edition, including Appendix Chapters A, B, D, E, F, G, I, J and K (see *International Building Code* Section 101.2.1, 2018 edition), as published by the International Code Council, be and is hereby adopted as the Building Code of the City of Gulfport, Mississippi, for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and sue and the demolition of such structures as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the resolutions, provisions, penalties, conditions and terms of said Building Code on file in the office of the Building Official of the City of Gulfport are hereby referred to, adopted and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any prescribed in Section 2 of this ordinance.

SECTION 2. That the following sections are hereby revised:

Section 101.1. Insert: “City of Gulfport, Mississippi”

Section 101.4.6 Delete in its entirety

Section 103. Department of Building Safety. Delete in its entirety

Section 107.3.4. After last paragraph in section, insert: “The design professional shall be an architect or engineer legally registered under the laws of Mississippi regulating the practice of architecture or engineering and shall affix his official seal to said drawings, specifications and accompanying data, for the following:

1. All Group A, E and I occupancies.
2. Buildings and structures 5,000 sq ft (465 m²) or more in area.”

Section 113.1. General. Delete “board of appeals” and insert in its place “Construction Board of Adjustment and Appeals (hereinafter “board of appeals”)”.

Section 1612.3. Insert: “City of Gulfport, Mississippi”

Section 1612.3. Insert: “June 16, 2009 and December 21, 2017”

Chapter 13. Energy Efficiency. Delete in its entirety.

SECTION 3. That Ordinance No. 2810 of the City of Gulfport by which the City of Gulfport adopted the *International Building Code*, 2012 edition, and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance or in the Building Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. This ordinance shall be in full force and effect September 1, 2018. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

COUNCIL PRESIDENT

The above and foregoing Ordinance 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: Margaret Murdock, Assistant Attorney
Building Code

Date: 07/06/2018

Subject: ordinance - to amend The Code of Ordinances of The City of Gulfport, Mississippi, and to adopt The 2018 Edition of The International Residential Code, and for related purposes.

Recommendation:

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

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND
THE CODE OF ORDINANCES OF THE
CITY OF GULFPORT, MISSISSIPPI, AND TO ADOPT THE 2018 EDITION OF THE
INTERNATIONAL RESIDENTIAL CODE, AND FOR RELATED PURPOSES**

WHEREAS, it is necessary to upgrade and update the residential building code that is in force and effect in the City of Gulfport; and

WHEREAS, updating the residential building code will improve and upgrade the rules and regulations governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one and two family dwellings and multiple single family dwellings (townhouses) not more than three stories in height with separate means of egress in the City of Gulfport; providing for the issuance of permits and collection of fees therefor; and

WHEREAS, adoption of the 2018 edition of the *International Residential Code* requires repeal of Ordinance No. 2809 of the City of Gulfport by which the City adopted the 2012 edition of the *International Residential Code* as well as any and all other ordinances and parts thereof in conflict herewith.

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

SECTION 1. That certain document, one (1) copy of which is on file in the office of the Building Official of the City of Gulfport, being marked and designated as the *International*

Residential Code, 2018 edition, including Appendices A, B, C, D, E, G, H, I, J, M, N, O, P and Q, and omitting Section R313 and P2904 and Chapter 11 in their entirety (see *International Residential Code* Section 102.5, 2018 edition), as published by the International Code Council, be and is hereby adopted as the Residential Code of the City of Gulfport, Mississippi, for regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one and two family dwellings and multiple single family dwellings (townhouses) not more than three stories in height with separate means of egress in the City of Gulfport; and each and all of the resolutions, provisions, penalties, conditions and terms of said Residential Code on file in the office of the Building Official of the City of Gulfport are hereby referred to, adopted and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any prescribed in Section 2 of this ordinance.

SECTION 2. That the following sections are hereby revised:

Section R101.1. Insert: City of Gulfport, Mississippi

Section R103. Department of Building Safety. Delete in its entirety.

Section R301.2(1). Climatic and Design Criteria. Insert the following

GROUND SNOW LOAD	0
WIND SPEED (MPH)	124
TOPOGRAPHIC EFFECTS	NO
SPECIAL WIND REGION	NO
WINDBORNE DEBRIS ZONE	1
SEISMIC DESIGN CATEGORY	A
WEATHERING	NEGLIGIBLE

FROST LINE DEPTH	12"
TERMITE	VERY HEAVY
WINTER DESIGN TEMP	32 DEGREES
ICE BARRIER UNDERLAY- MENT REQUIRED	NO
FLOOD HAZARDS	FIRM DATED JUNE 16, 2009 AND

DECEMBER 21, 2017

AIR FREEZING INDEX	50
MEAN ANNUAL TEMP	65

Section R112.1 General. Delete “board of appeals” and insert in its place “Construction Board of Adjustment and Appeals (hereinafter “board of appeals”)”.

Appendix E. Section AE304 Fees. Delete in its entirety.

Section R2603.5.1 Insert: “12 inches” in two places.

SECTION 3. That Ordinance No. 2809 of the City of Gulfport by which the City of Gulfport adopted the *International Residential Code*, 2012 edition, and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance or in the Residential Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired,

or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. This ordinance shall be in full force and effect September 1, 2018.. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

COUNCIL PRESIDENT

The above and foregoing Ordinance 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: Margaret Murdock, Assistant Attorney
Building Code

Date: 07/06/2018

Subject: Ordinance - to amend The Code of Ordinances of The City of Gulfport, Mississippi, and to adopt The 2018 Edition of The International Existing Building Code, and for related purposes.

Recommendation:

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

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND
THE CODE OF ORDINANCES OF THE
CITY OF GULFPORT, MISSISSIPPI, AND TO ADOPT THE 2018 EDITION OF THE
INTERNATIONAL EXISTING BUILDING CODE, AND FOR RELATED PURPOSES**

WHEREAS, it is necessary to upgrade and update the Existing Building Code that is in force and effect in the City of Gulfport; and

WHEREAS, updating the Existing Building Code will improve and upgrade the rules and regulations governing the repair, alteration, change of occupancy, addition, and relocation of existing buildings, including historic/existing buildings in the City of Gulfport; and provide for the issuance of permits and collection of fees therefor.

WHEREAS, adoption of the 2018 edition of the *International Existing Building Code* will require repeal of Ordinance No. 2811 of the City of Gulfport (codified at Section 3-33 of the Code of Ordinances) by which the City adopted the 2012 edition of the *International Existing Building Code* as well as any and all other ordinances and parts thereof in conflict herewith.

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

SECTION 1. That certain document, one (1) copy of which is on file in the office of the Building Official of the City of Gulfport, being marked and designated as the *International Existing Building Code*, 2018 edition, with Appendices B and C (See *International Existing Building Code*, Section 101.6, 2018 edition), as published by the International Code Council, be

and is hereby adopted as the Existing Building Code of the City of Gulfport, Mississippi, for regulating and governing the repair, alteration, change of occupancy, addition, and relocation of existing buildings, including historic buildings in the City of Gulfport; and provide for the issuance of permits and collection of fees therefor; and each and all of the resolutions, provisions, penalties, conditions and terms of said Existing Building Code on file in the office of the Building Official of the City of Gulfport are hereby referred to, adopted and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any prescribed in Section 2 of this ordinance.

SECTION 2. That the following sections are hereby revised:

Section 101.1. Insert: City of Gulfport

Section 103. Department of Building Safety. Delete in its entirety

Section 112.1. Means of Appeal. Delete “board of appeals” and insert in its place “Construction Board of Adjustment and Appeals (hereinafter “board of appeals”)”.

SECTION 3. That Ordinance No. 2811 of the City of Gulfport by which the City of Gulfport adopted the *International Existing Buildings Code*, 2012 edition, and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance or in the Existing Building Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. This ordinance shall be in full force and effect September 1, 2018. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

COUNCIL PRESIDENT

The above and foregoing Ordinance 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: Margaret Murdock, Assistant Attorney
Building Code

Date: 07/06/2018

Subject: Ordinance - to amend The Code of Ordinances of The City of Gulfport, Mississippi, and to adopt The 2018 Edition of The International Fuel Gas Code, and for related purposes.

Recommendation:

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

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND
THE CODE OF ORDINANCES OF THE
CITY OF GULFPORT, MISSISSIPPI, AND TO ADOPT THE 2018 EDITION OF THE
INTERNATIONAL FUEL GAS CODE, AND FOR RELATED PURPOSES**

WHEREAS, it is necessary to upgrade and update the Fuel Gas Code that is in force and effect in the City of Gulfport; and

WHEREAS, updating the Fuel Gas Code will improve and upgrade the rules and regulations governing fuel gas systems and gas-fired appliances in the City of Gulfport; and provide for the issuance of permits and collection of fees therefor.

WHEREAS, adoption of the 2018 edition of the *International Fuel Gas Code* will require repeal of Ordinance No. 2808 of the City of Gulfport by which the City adopted the 2012 edition of the *International Fuel Gas Code* as well as any and all other ordinances and parts thereof in conflict herewith.

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

SECTION 1. That certain document, one (1) copy of which is on file in the office of the Building Official of the City of Gulfport, being marked and designated as the *International Fuel Gas Code*, 2018 edition, including all Appendices (See *International Fuel Gas Code*, Section 101.3, 2018 edition), as published by the International Code Council, be and is hereby adopted as the Fuel Gas Code of the City of Gulfport, Mississippi, for regulating and governing fuel gas

systems and gas-fired appliances in the City of Gulfport; and providing for the issuance of permits and collection of fees therefor; and each and all of the resolutions, provisions, penalties, conditions and terms of said Fuel Gas Code on file in the office of the Building Official of the City of Gulfport are hereby referred to, adopted and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any prescribed in Section 2 of this ordinance.

SECTION 2. That the following sections are hereby revised:

Section 101.1. Insert: “City of Gulfport, Mississippi”

Section 103. Department of Inspection. Delete in its entirety.

Section 106.6.2. Fee schedule. Delete in its entirety.

Section 106.6.3. Fee Refunds. Insert at No. 2: “100%,” Insert at No. 3: “100%”

Section 108.4. Violation penalties. Delete: “[specify offense], punishable by a fine of not more than [amount] dollars or by imprisonment not exceeding [number of days], or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.” Insert in its place: “misdemeanor in accordance with Section 1-9 General Penalty of the Code of Ordinances of the City of Gulfport, MS.”

Section 108.5. Stop Work Orders. Delete in last portion of last sentence in paragraph: “liable to a fine of not less than (amount) dollars or more than (amount) dollars.” Insert in its place: “guilty of a misdemeanor in accordance with Section 1-9 of the code of Ordinances of the City of Gulfport, MS.”

Section 109.1. Means of Appeal. Delete “board of appeals” and insert in its place “Construction Board of Adjustment and Appeals (hereinafter “board of appeals”).”

SECTION 3. That Ordinance No. 2808 of the City of Gulfport by which the City of Gulfport adopted the *International Fuel Gas Code*, 2012 edition, and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance or in the Fuel Gas Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. This ordinance shall be in full force and effect September 1, 2018. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

COUNCIL PRESIDENT

The above and foregoing Ordinance 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: Margaret Murdock, Assistant Attorney
Building Code

Date: 07/06/2018

Subject: Ordinance - to amend The Code of Ordinances of The City of Gulfport, Mississippi, and to adopt The 2018 Edition of The International Mechanical Code, and for related purposes.

Recommendation:

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

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND
THE CODE OF ORDINANCES OF THE
CITY OF GULFPORT, MISSISSIPPI, AND TO ADOPT THE 2018 EDITION OF THE
INTERNATIONAL MECHANICAL CODE, AND FOR RELATED PURPOSES**

WHEREAS, it is necessary to upgrade and update the mechanical code that is in force and effect in the City of Gulfport; and

WHEREAS, updating the mechanical code will improve and upgrade the rules and regulations governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems in the City of Gulfport; and provide for the issuance of permits and collection of fees therefor.

WHEREAS, adoption of the 2018 edition of the *International Mechanical Code* will require repeal of Ordinance No. 2806 of the City of Gulfport by which the City adopted the 2012 edition of the *International Mechanical Code* as well as any and all other ordinances and parts thereof in conflict herewith.

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

SECTION 1. That certain document, one (1) copy of which is on file in the office of the Building Official of the City of Gulfport, being marked and designated as the *International Mechanical Code*, 2018 edition, including Appendix A (See *International Mechanical Code* Section 101.2.1, 2018 edition), as published by the International Code Council, be and is hereby

adopted as the mechanical code of the City of Gulfport, Mississippi, for regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to , use or maintenance of mechanical systems in the City of Gulfport; and provide for the issuance of permits and collection of fees therefor; and each and all of the resolutions, provisions, penalties, conditions and terms of said mechanical code on file in the office of the Building Official of the City of Gulfport are hereby referred to, adopted and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any prescribed in Section 2 of this ordinance.

SECTION 2. That the following sections are hereby revised:

Section 101.1. Insert: “City of Gulfport, Mississippi”

Section 103. Department of Mechanical Inspection. Delete in its entirety.

Section 106.5.2. Fee schedule. Delete in its entirety.

Section 106.5.3. Fee Refunds. Insert at No. 2: “100%,” Insert at No. 3: “100%”

Section 108.4. Violation penalties. Delete: “[specify offense], punishable by a fine of not more than [amount] dollars or by imprisonment not exceeding [number of days], or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.” Insert in its place: “misdemeanor in accordance with Section 1-9 General Penalty of the Code of Ordinances of the City of Gulfport, MS.”

Section 108.5. Stop Work Orders. Delete in last portion of last sentence in paragraph: “liable to a fine of not less than (amount) dollars or more than (amount) dollars.” Insert in its place: “guilty of a misdemeanor in accordance with Section 1-9 of the code of Ordinances of the City of Gulfport, MS.”

Section 109.1. Means of Appeal. Delete “board of appeals” and insert in its place “Construction Board of Adjustment and Appeals (hereinafter “board of appeals”)”.

SECTION 3. That Ordinance No. 2806 of the City of Gulfport by which the City of Gulfport adopted the *International Mechanical Code*, 2012 edition, and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance or in the Mechanical Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. This ordinance shall be in full force and effect September 1, 2018. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

COUNCIL PRESIDENT

The above and foregoing Ordinance 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: Margaret Murdock, Assistant Attorney
Building Code

Date: 07/06/2018

Subject: Ordinance - to amend The Code of Ordinances of The City of Gulfport, Mississippi, and to adopt The 2018 Edition of The International Plumbing Code, and for related purposes.

Recommendation:

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

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND
THE CODE OF ORDINANCES OF THE
CITY OF GULFPORT, MISSISSIPPI, AND TO ADOPT THE 2018 EDITION OF THE
INTERNATIONAL PLUMBING CODE, AND FOR RELATED PURPOSES**

WHEREAS, it is necessary to upgrade and update the plumbing code that is in force and effect in the City of Gulfport; and

WHEREAS, updating the plumbing code will improve and upgrade the rules and regulations governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to , use or maintenance of plumbing systems in the City of Gulfport; and provide for the issuance of permits and collection of fees therefor; and

WHEREAS, adoption of the 2018 edition of the *International Plumbing Code* will require repeal of Ordinance No. 2807 of the City of Gulfport by which the City adopted the 2012 edition of the *International Plumbing Code* as well as any and all other ordinances and parts thereof in conflict herewith.

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

SECTION 1. That certain document, one (1) copy of which is on file in the office of the Building Official of the City of Gulfport, being marked and designated as the *International Plumbing Code*, 2018 edition, including Appendices C and E, as published by the International

Code Council, be and is hereby adopted as the Plumbing Code of the City of Gulfport, Mississippi, for regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to , use or maintenance of plumbing systems in the City of Gulfport; and provide for the issuance of permits and collection of fees therefor; and each and all of the resolutions, provisions, penalties, conditions and terms of said Plumbing Code on file in the office of the Building Official of the City of Gulfport are hereby referred to, adopted and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any prescribed in Section 2 of this ordinance.

SECTION 2. That the following sections are hereby revised:

Section 101.1. Insert: “City of Gulfport, Mississippi”

Section 103. Department of Plumbing Inspection. Delete in its entirety.

Section 106.6.2. Fee schedule. Delete in its entirety.

Section 106.6.3. Fee Refunds. Insert at No. 2: “100%,” Insert at No. 3: “100%”

Section 108.4. Violation penalties. Delete: “[specify offense], punishable by a fine of not more than [amount] dollars or by imprisonment not exceeding [number of days], or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.” Insert in its place: “misdemeanor in accordance with Section 1-9 General Penalty of the Code of Ordinances of the City of Gulfport, MS.”

Section 108.5. Stop Work Orders. Delete in last portion of last sentence in paragraph: “liable to a fine of not less than (amount) dollars or more than (amount) dollars.” Insert in its place: “guilty of a misdemeanor in accordance with Section 1-9 of the code of Ordinances of the City of Gulfport, MS.”

Section 109.1. Means of Appeal. Delete “board of appeals” and insert in its place “Construction Board of Adjustment and Appeals (hereinafter “board of appeals”)”.

Section 305.4.1. Insert: “12 inches” in two places.

Section 903.1. Insert: “8 inches”

SECTION 3. That Ordinance No. 2807 of the City of Gulfport by which the City of Gulfport adopted the *International Plumbing Code*, 2012 edition, and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance or in the Plumbing Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. This ordinance shall be in full force and effect September 1, 2018. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

COUNCIL PRESIDENT

The above and foregoing Ordinance 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: Margaret Murdock, Assistant Attorney
Building Code

Date: 07/06/2018

Subject: Ordinance - to amend The Code of Ordinances of The City of Gulfport, Mississippi, and to adopt The 2018 Edition of The International Private Sewage Disposal Code, and for related purposes.

Recommendation:

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

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND
THE CODE OF ORDINANCES OF THE
CITY OF GULFPORT, MISSISSIPPI, AND TO ADOPT THE 2018 EDITION OF THE
INTERNATIONAL PRIVATE SEWAGE DISPOSAL CODE, AND FOR RELATED
PURPOSES**

WHEREAS, it is necessary to update the code governing private sewage disposal in the City of Gulfport; and

WHEREAS, updating the code governing private sewage disposal will improve and upgrade the rules and regulations governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of individual sewage disposal systems in the City of Gulfport; and provide for the issuance of permits and collection of fees therefor; and

WHEREAS, adoption of the 2018 edition of the *International Private Sewage Disposal Code* will require repeal of Ordinance No. 2813 of the City of Gulfport by which the City adopted the 2012 edition of the *International Private Sewage Disposal Code* as well as any and all other ordinances and parts thereof in conflict herewith.

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

SECTION 1. That certain document, one (1) copy of which is on file in the office of the Building Official of the City of Gulfport, being marked and designated as the *International Private Sewage Disposal Code*, 2018 edition, including all Appendices (see *International Private*

Sewage Disposal Code Section 101.2.1, 2018 edition), as published by the International Code Council, be and is hereby adopted as the Private Sewage Disposal Code of the City of Gulfport, Mississippi, for regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of private sewage disposal systems; and each and all of the resolutions, provisions, penalties, conditions and terms of said Private Sewage Disposal Code on file in the office of the Building Official of the City of Gulfport are hereby referred to, adopted and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any prescribed in Section 2 of this ordinance.

SECTION 2. That the following sections are hereby revised:

Section 101.1. Insert: City of Gulfport, Mississippi

Section 103. Department of Private Sewage Disposal Inspection. Delete in its entirety.

Section 106.4. Fees. Delete “in Section 106.4.2” and substitute “by the City of Gulfport” in its place.

Section 106.4.2 Fee Schedule. Delete in its entirety.

Section 106.4.3 Fee refunds. Insert “100%” in two places.

Section 108.4. Violation penalties. Delete: “[specify offense], punishable by a fine of not more than [amount] dollars or by imprisonment not exceeding [number of days], or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.” Insert in its place: “misdemeanor in accordance with Section 1-9 General Penalty of the Code of Ordinances of the City of Gulfport, MS.”

Section 108.5. Stop Work Orders. Delete in last portion of last sentence in paragraph: “liable to a fine of not less than (amount) dollars or more than (amount) dollars.” Insert in its

place: “guilty of a misdemeanor in accordance with Section 1-9 of the code of Ordinances of the City of Gulfport, MS.”

Section 109.1. Application for appeal. Delete “board of appeals” and insert in its place “Construction Board of Adjustment and Appeals (hereinafter “board of appeals”)”.

Section 405. Delete in its entirety.

SECTION 3. That Ordinance No. 2813 of the City of Gulfport by which the City of Gulfport adopted the *International Private Sewage Disposal Code*, 2012 edition, and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance or in the *International Private Sewage Disposal Code* hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance previously adopted or otherwise repealed, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. This ordinance shall be in full force and effect September 1, 2018. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

COUNCIL PRESIDENT

The above and foregoing Ordinance 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: Margaret Murdock, Assistant Attorney
Building Code

Date: 07/06/2018

Subject: Ordinance - to amend The Code of Ordinances of The City of Gulfport, Mississippi, and to adopt The 2018 Edition of The International Property Maintenance Code, and for related purposes.

Recommendation:

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

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND
THE CODE OF ORDINANCES OF THE
CITY OF GULFPORT, MISSISSIPPI, AND TO ADOPT THE 2018 EDITION OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE, AND FOR RELATED
PURPOSES**

WHEREAS, it is necessary to upgrade and update the property maintenance code that is in force and effect in the City of Gulfport; and

WHEREAS, updating the property maintenance code will improve and upgrade the rules and regulations governing the conditions and maintenance of all property, buildings and structures by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe and sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures in the City of Gulfport; and providing for the issuance of permits and collection of fees therefor; and

WHEREAS, adoption of the 2018 edition of the *International Property Maintenance Code* will require repeal of Ordinance No. 2812 of the City of Gulfport by which the City adopted the 2012 edition of the *International Property Maintenance Code* as well as any and all other ordinances and parts thereof in conflict herewith.

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

SECTION 1. That certain document, one (1) copy of which is on file in the office of the Building Official of the City of Gulfport, being marked and designated as the *International Property Maintenance Code*, 2018 edition, including Appendix A, as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the City of Gulfport, Mississippi, for regulating and governing the conditions and maintenance of all property, buildings and structures by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe and sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures in the City of Gulfport; and providing for the issuance of permits and collection of fees therefor; and each and all of the resolutions, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the Building Official of the City of Gulfport are hereby referred to, adopted and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any prescribed in Section 2 of this ordinance.

SECTION 2. That the following sections are hereby revised:

Section 101.1. Insert: “City of Gulfport, Mississippi”

Section 103. Department of Property Maintenance Inspection. Delete in its entirety.

Section 106.4. Violation penalties. After “Shall be prosecuted within the limits provided by state or local laws” insert “in accordance with Section 1-9 General Penalty of the Code of Ordinances of the City of Gulfport, MS”

Section 111.1. Application for Appeal. Delete “board of appeals” and insert in its place “Construction Board of Adjustment and Appeals (hereinafter “board of appeals”)”.

Section 302.4. Weeds. Insert: “6 inches”

Section 304.14. Insect screens. Insert “January 1” and “December 31”

Section 602.3. Heat supply. Insert “January 1” and “December 31”

Section 602.4. Occupiable work spaces. Insert “January 1” and “December 31”

SECTION 3. That Ordinance No. 2812 of the City of Gulfport by which the City of Gulfport adopted the *International Property Maintenance Code*, 2012 edition, and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance or in the Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. This ordinance shall be in full force and effect September 1, 2018. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

COUNCIL PRESIDENT

The above and foregoing Ordinance 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: Margaret Murdock, Assistant Attorney
Building Code

Date: 07/06/2018

Subject: Ordinance - to amend The Code of Ordinances of The City of Gulfport, Mississippi, and to adopt The 2018 Edition of The International Swimming Pool and Spa Code, and for related purposes.

Recommendation:

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

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND
THE CODE OF ORDINANCES OF THE
CITY OF GULFPORT, MISSISSIPPI, AND TO ADOPT THE 2018 EDITION OF THE
INTERNATIONAL SWIMMING POOL AND SPA CODE, AND FOR RELATED
PURPOSES**

WHEREAS, it is necessary to upgrade and update the swimming pool and spa code that is in force and effect in the City of Gulfport; and

WHEREAS, updating the swimming pool and spa code will improve and upgrade the rules and regulations governing the design, construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of swimming pools, spas, hot tubs, aquatic facilities and related equipment in the City of Gulfport; and provide for the issuance of permits and collection of fees therefor; and

WHEREAS, adoption of the 2018 edition of the *International Swimming Pool and Spa Code* will require repeal of Ordinance No. 2815 of the City of Gulfport by which the City adopted the 2012 edition of the *International Swimming Pool and Spa Code* as well as any and all other ordinances and parts thereof in conflict herewith.

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

SECTION 1. That certain document, one (1) copy of which is on file in the office of the Building Official of the City of Gulfport, being marked and designated as the *International Swimming Pool and Spa Code*, 2018 edition, as published by the International Code Council, be

and is hereby adopted as the Swimming Pool and Spa Code of the City of Gulfport, Mississippi, for regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of swimming pools, spas, hot tubs, aquatic facilities and related equipment; and each and all of the resolutions, provisions, penalties, conditions and terms of said Swimming Pool and Spa Code on file in the office of the Building Official of the City of Gulfport are hereby referred to, adopted and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any prescribed in Section 2 of this ordinance.

SECTION 2. That the following sections are hereby revised:

Section 101.1. Insert: City of Gulfport, Mississippi

Section 103. Department of Building Safety. Delete in its entirety.

Section 105.6.2. Fee Schedule. Delete in its entirety.

Section 105.6.3. Fee refunds. Insert 100% in two locations.

Section 107.4. Violation penalties. Delete: “[specify offense], punishable by a fine of not more than [amount] dollars or by imprisonment not exceeding [number of days], or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.” Insert in its place: “misdemeanor in accordance with Section 1-9 General Penalty of the Code of Ordinances of the City of Gulfport, MS.”

Section 107.5. Stop Work Orders. Delete in last portion of last sentence in paragraph: “liable to a fine of not less than (amount) dollars or more than (amount) dollars.” Insert in its place: “guilty of a misdemeanor in accordance with Section 1-9 of the code of Ordinances of the City of Gulfport, MS.”

Section 108.1. Application for appeal. Delete “board of appeals” and insert in its place “Construction Board of Adjustment and Appeals (hereinafter “board of appeals”)”.

SECTION 3. That Ordinance No. 2815 of the City of Gulfport by which the City of Gulfport adopted the *International Swimming Pool and Spa Code*, 2012 edition, and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. That nothing in this ordinance or in the Swimming Pool and Spa Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance previously adopted or otherwise repealed, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 5. This ordinance shall be in full force and effect September 1, 2018. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

COUNCIL PRESIDENT

The above and foregoing Ordinance 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: Margaret Murdock, Assistant Attorney
Building Code

Date: 07/06/2018

Subject: Ordinance - to amend The Code of Ordinances of The City of Gulfport, Mississippi, and to adopt The 2018 Edition of The International Fire Code, and for related purposes.

Recommendation:

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

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND
THE CODE OF ORDINANCES OF THE
CITY OF GULFPORT, MISSISSIPPI, AND TO ADOPT THE 2018 EDITION OF THE
INTERNATIONAL FIRECODE, AND FOR RELATED PURPOSES**

WHEREAS, it is necessary to upgrade and update the fire codes that are in force and effect in the City of Gulfport; and

WHEREAS, updating the fire codes will improve and upgrade the rules and regulations governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices and from conditions hazardous to life or property in the occupancy of building and premises in the City of Gulfport, and providing for the issuance of permits and collection of fees therefor; and

WHEREAS, adoption of the 2018 edition of the *International Fire Code* will require repeal of Ordinance No. 2814 of the City of Gulfport by which the City adopted the 2012 edition of the *International Fire Code* as well as any and all other ordinances and parts thereof in conflict herewith.

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

SECTION 1. That a certain document, one (1) copy of which is on file in the office of the Clerk of the City of Gulfport, being marked and designated as the *International Fire Code*, 2018 edition, including all Appendices (see *International Fire Code* Section 101.2.1, 2018

edition), as published by the International Code Council, be and is hereby adopted as the Fire Code of the City of Gulfport, Mississippi, for regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices and from conditions hazardous to life or property in the occupancy of building and premises in the City of Gulfport, and providing for the issuance of permits and collection of fees therefor; and each and all of the resolutions, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City Clerk of the City of Gulfport are hereby referred to, adopted and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any prescribed in Section 2 of this ordinance.

SECTION 2. That the following sections are hereby revised:

Section 101.1. Insert: “City of Gulfport, Mississippi”

Section 109.1. Board of appeals established. Delete “board of appeals” and insert in its place “Construction Board of Adjustment and Appeals (hereinafter “board of appeals”)”.

Section 110.4. Violation penalties. Delete: “[specify offense], punishable by a fine of not more than [amount] dollars or by imprisonment not exceeding [number of days], or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.” Insert in its place: “misdemeanor in accordance with Section 1-9 General Penalty of the Code of Ordinances of the City of Gulfport, MS.”

Section 112.4. Stop Work Orders. Failure to Comply. Delete in last portion of sentence in paragraph: “liable to a fine of not less than (amount) dollars or more than (amount) dollars.” Insert in its place: “guilty of a misdemeanor in accordance with Section 1-9 of the code of Ordinances of the City of Gulfport, MS.”

SECTION 3. That Ordinance No. 2814 of the City of Gulfport by which the City of Gulfport adopted the *International Fire Code*, 2012 edition, and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance or in the Fire Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. This ordinance shall be in full force and effect January 1, 2015. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

COUNCIL PRESIDENT

The above and foregoing Ordinance 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: Margaret Murdock, Assistant Attorney
Building Code

Date: 07/06/2018

Subject: Ordinance - to amend The Code of Ordinances of The City of Gulfport, Mississippi, and to adopt The 2018 Edition of The National Fire Prevention Association National Electrical Code, and for related purposes.

Recommendation:

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

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND
THE CODE OF ORDINANCES OF THE
CITY OF GULFPORT, MISSISSIPPI, AND TO ADOPT THE 2017 EDITION OF THE
*NATIONAL FIRE PREVENTION ASSOCIATION
NATIONAL ELECTRICAL CODE*, AND FOR RELATED PURPOSES**

WHEREAS, it is necessary to upgrade and update the *National Fire Prevention Association National Electrical Code (NFPA 70)* that is in force and effect in the City of Gulfport; and

WHEREAS, updating the *NFPA National Electrical Code* will improve and upgrade the rules and regulations that provide for the practical safeguarding of persons and property from hazards arising from the use of electricity; and

WHEREAS, adoption of the 2017 edition of the *National Fire Prevention Association National Electrical Code* will require repeal of Ordinance No. 2816 of the City of Gulfport (codified at Section 3-176 of the Code of Ordinances) by which the City adopted the 2011 edition of the *National Fire Prevention Association National Electrical Code* as well as any and all other ordinances and parts thereof in conflict herewith.

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

SECTION 1. That a certain document, one (1) copy of which is on file in the office of the Fire Chief of the City of Gulfport, being marked and designated as the *National Fire Prevention Association National Electrical Code*, 2017 edition, including all annexes thereto, be

and is hereby adopted as the National Electrical Code of the City of Gulfport, Mississippi, for safeguarding of persons and property from the hazards arising from the use of electricity and each and all of the resolutions, provisions, penalties, conditions and terms of said Code on file in the office of the City Clerk of the City of Gulfport are hereby referred to, adopted and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any prescribed in Section 2 of this ordinance.

SECTION 2. That the following sections are hereby revised: None.

SECTION 3. That Ordinance No. 2816 of the City of Gulfport by which the City of Gulfport adopted the *National Fire Prevention Association National Electrical Code*, 2011 edition, and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance or in the NFPA National Electrical Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after January 1, 2015. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

COUNCIL PRESIDENT

The above and foregoing Ordinance 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: Margaret Murdock, Assistant Attorney
Building Code

Date: 07/09/2018

Subject: Ordinance - to amend The Code of Ordinances of The City of Gulfport, Mississippi, and to adopt The 2018 Edition of The National Fire Prevention Association Life Safety Code, and for related purposes.

Recommendation:

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

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND
THE CODE OF ORDINANCES OF THE
CITY OF GULFPORT, MISSISSIPPI, AND TO ADOPT THE 2018 EDITION OF
THE NATIONAL FIRE PREVENTION ASSOCIATION *LIFE SAFETY CODE*,
AND FOR RELATED PURPOSES**

WHEREAS, it is necessary to upgrade and update the *National Fire Prevention Association Life Safety Code (NFPA 101)* that is in force and effect in the City of Gulfport; and

WHEREAS, updating the *NFPA Life Safety Code* will improve and upgrade the rules and regulations regarding minimum requirements, with due regard to function, for the design, operation, maintenance of buildings and structures for safety to life from fire; and .

WHEREAS, adoption of the 2018 edition of the *National Fire Prevention Association Life Safety Code (NFPA 101)* will require repeal of Ordinance No. 2817 of the City of Gulfport (codified at Section 10-25 of the Code of Ordinances) by which the City adopted the 2012 edition of the *National Fire Prevention Association Life Safety Code* as well as any and all other ordinances and parts thereof in conflict herewith.

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

SECTION 1. That a certain document, one (1) copy of which is on file in the office of the Fire Chief of the City of Gulfport, being marked and designated as the

National Fire Prevention Association Life Safety Code (NFPA 101), 2018 edition, including annexes thereto be and is hereby adopted as the Life Safety Code of the City of Gulfport, Mississippi, for regulating and governing minimum requirements, with due regard to function, for the design, operation, maintenance of buildings and structures for safety to life from fire, in the office of the City Clerk of the City of Gulfport are hereby referred to, adopted and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any prescribed in Section 2 of this ordinance.

SECTION 2. That the following sections are hereby revised: None.

SECTION 3. That Ordinance No. 2817 of the City of Gulfport by which the City of Gulfport adopted the *National Fire Prevention Association Life Safety Code*, 2012 edition, and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentences, clauses and phrases be declared unconstitutional.

SECTION 5. That nothing in this ordinance or in the NFPA Life Safety Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of

this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after January 1, 2015. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

COUNCIL PRESIDENT

The above and foregoing Ordinance 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: Margaret Murdock, Assistant Attorney
Building Code

Date: 07/06/2018

Subject: Ordinance - to amend The Code of Ordinances of The City of Gulfport, Mississippi, and to adopt The 2014 Edition of The ICC 600 (Standard for Residential Construction in High Wind Regions).

Recommendation:

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

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND
THE CODE OF ORDINANCES OF THE
CITY OF GULFPORT, MISSISSIPPI, AND TO ADOPT THE 2014 EDITION OF THE
ICC 600 (STANDARD FOR RESIDENTIAL
CONSTRUCTION IN HIGH WIND REGIONS)**

WHEREAS, it is necessary to upgrade and update the codes that govern residential construction in high wind zones that are in force and effect in the City of Gulfport; and

WHEREAS, updating such codes will improve and upgrade the rules and regulations governing the design and construction of residential buildings in high-wind regions and to specify prescriptive methods to provide wind-resistant designs and construction details for residential buildings constructed in high-wind regions; and

WHEREAS, adoption of the 2014 Edition of the *ICC 600 (Standard for Residential Construction in High-Wind Regions)* will require repeal of Ordinance No. 2818 of the City of Gulfport by which the City adopted the 2008 Edition of the *ICC 600 (Standard for Residential Construction in High-Wind Regions)* as well as any and all other ordinances and parts thereof in conflict herewith.

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

SECTION 1. That certain document, one (1) copy of which is on file in the office of the Building Official of the City of Gulfport, being marked and designated as the *ICC 600 (Standard for Residential Construction in High Wind Regions)*, 2014 edition, as published by the

International Code Council, be and is hereby adopted as the high wind residential construction code of the City of Gulfport, Mississippi, for regulating and governing the design and construction of residential buildings in high-wind regions and to specify prescriptive methods to provide wind-resistant designs and construction details for residential buildings constructed in high-wind regions; and each and all of the resolutions, provisions, penalties, conditions and terms of said ICC 600 Code on file in the office of the Building Official of the City of Gulfport are hereby referred to, adopted and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any prescribed in Section 2 of this ordinance.

SECTION 2. That Ordinance No. 2818 of the City of Gulfport by which the City of Gulfport adopted the *ICC 600 (Standard for Residential Construction in High-Wind Regions)*, 2008 edition, and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentences, clauses and phrases be declared unconstitutional.

SECTION 4. That nothing in this ordinance or in the Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 2 of this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 5. This ordinance shall be in full force and effect on and after September 1, 2018. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

COUNCIL PRESIDENT

The above and foregoing Ordinance 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: Margaret Murdock, Assistant Attorney
Leisure Services

Date: 07/06/2018

Subject: Resolution - to approve Agreement with Mississippi Delta Shows, LLC., and to authorize the Mayor to execute the same.

Recommendation:

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AGREEMENT WITH MISSISSIPPI DELTA SHOWS, LLC, AND AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is preparing for the Harbor Lights Winter Festival to be held in Jones Park from November 23, 2018, thru December 30, 2018; and

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

WHEREAS, among the amenities planned are a Ferris Wheel which will provide an amazing view of the light show in and around Jones Park, a Merry Go-Round, Food Trailer, Funnel Cake Trailer, a food trailer and a glow souvenirs booth, as well as three (3) on-site ATMs, and Mississippi Delta Shows, LLC, is willing and able to provide the aforementioned amenities, including required personnel, for the amount of \$50,000.00, in accord with the terms and conditions set forth in the attached Contract and Agreement (See Exhibit "A" hereto).

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

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

Section 2. That the proposed Contract and Agreement attached hereto as Exhibit "A" be and the same is hereby approved and found to be in the best interest of the City of Gulfport and the Mayor is authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR



PO BOX 1766
Purvis, Ms 39475
Phone: 601-299-0556

This **CONTRACT & AGREEMENT**, made and entered into this 21st day of May 2018 by and between Mississippi Delta Shows, LLC hereinafter known as the Party of the first Part, and City of Gulfport of the city of Gulfport State of Mississippi hereinafter known as the Party of the Second Part.

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) paid by each to the other, receipt for which is hereby acknowledge, and other valuable considerations hereby specified, both parties to this contract bind themselves as follows:

Party of the First Part agrees to present their attraction known as Mississippi Delta Shows, LLC in the City of Gulfport, State of Mississippi for a period of 36 days commencing Nov 23, 2018 and ending Dec 30, 2018, inclusive, under the following conditions. Daily Hours of operation to be determined by the City of Gulfport with the following exceptions closed on Dec 24 & 25, 2018.

Party of the First Part is to furnish Expo Ferris Wheel, Merry Go Round, Funnel Cake Trailer, Food Trailer, Bungee Jump. Glow Souvenir Booth, 3 ATMS, 1 million dollars of liability insurance, and operators for the rides and booth employees.

Party of the Second Part is to furnish a suitable location for Show Grounds, which is known as Jones Park situated in Gulfport, Ms same to be cleared of brush, so that shows may exhibit without discomfort to themselves or the public, all Licenses that may be required by Law.

In consideration of fulfilling of this contract the Party of the Second Part agrees to pay the Party of the First Part \$50,000.00 flat rate for the 2 mechanical rides payable as follows payment schedule to be determined at a later date. Full amount must be paid no later than Jan 1, 2019. Party of the First Part agrees to pay Party of the Second Part 15% of gross revenue received on Funnel Cake Trailer,

Food Booth, Bungee Jump and Glow Souvenirs Booth. Party of the First Part agrees to pay Party of the Second Part \$1.00 for each ATM transaction.

Party of the First Part shall carry at all times during shows, an insurance policy or policies protecting Party of the Second Part and its owners, directors, officers, employees, third-party vendors, and guests against loss, damage, or liability for bodily injury, property damage, or personal injury or expense, arising out of or occurring upon or in connection with the performance of the services to be provided for the shows by Party of the First Part. Such policies shall be issued by an insurance company or companies satisfactory to Party of the Second Part and shall include, at a minimum, (i) commercial general liability insurance, including premises liability, products liability, completed operations, and contractual liability for bodily injury, property damage, and personal injury coverage in the amount of One Million Dollars (\$1,000,000) each occurrence and Three Million Dollars (\$3,000,000) general aggregate, (ii) automobile liability insurance covering all owned, hired, and non-owned vehicles for bodily injury, property damage, uninsured motorists and underinsured motorist coverage with a combined single limit of at least One Million Dollars (\$1,000,000), and (iii) workers' compensation and employers' liability insurance as required by statute or rule of the State of Mississippi. Party of the Second Part should be added as an additional insured on each policy or policies.

Party of the First Part shall indemnify, defend, and hold harmless Party of the Second Part and its owners, directors, officers, employees, third-party vendors, guests, and any other individual attending the shows from any loss, claim, liability, and expense with respect to (i) workers' compensation benefits payable on account of injury or death to any employee of subcontractor of Party of the First Part where the injury or death arises out of or is in any way related to the services performed or to be performed at the shows; (ii) claims for bodily injury, personal injury, death, or property damages or loss asserted by any employee, agent, or subcontractor of Party of the First Part where the injury, death, damage, or loss arises out of or is in any way related to the services performed or to be performed at the shows; (iii) claims for personal injury, death, property damage, or loss by theft asserted by third parties including any employee, agent, or subcontractor of Party of the First Part where the injury, death, damage, or loss by theft arises out of or is in any way related to the services performed or to be performed at the shows or where the claim is based solely on any act or omission by Party of the First Part, or any of its employees, agents, or subcontractors, including claims of strict liability; (iv) claims from any state agency or taxing authority; and (v) claims resulting in fines and/or forfeitures or failure to comply with all federal, state, county, and municipal laws, statutes, ordinances, rules, and regulations.

In case of cyclone, flood, fire, epidemic, impassable roads or any other unforeseen accident, over which the Party of the First Part has no control then they are in no way to be held liable for damages by the said Party of the Second Part.

Signed this_____ day of _____2018

Mississippi Delta Shows, LLC

City of Gulfport

By: _____

By:_____

Its: _____

Its: _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Leisure Services

Date: 07/12/2018

Subject: Resolution - to approve Agreement with Coca-Cola Bottling Company United – Gulf Coast, LLC., and to authorize the Mayor to execute the same.

Recommendation:

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF GULFPORT

AGREEMENT FOR EXCLUSIVE POURING RIGHTS AND ADVERTISING

THIS AGREEMENT ("Agreement") entered into effective, but not necessarily on, August 1, 2018 ("Effective Date"), by and between the **CITY OF GULFPORT, MISSISSIPPI** ("City"), a municipal corporation existing in accord with the laws of the State of Mississippi, and **COCA-COLA BOTTLING COMPANY, UNITED-GULF COAST, LLC, D/B/A COAST COCA-COLA BOTTLING COMPANY UNITED – GULF COAST, LLC**, a Delaware Limited Liability Company ("Coca-Cola" or "Contractor") for the purposes and on the terms and conditions hereinafter set forth, as follows:

WHEREAS, the City is owner and operator of the Gulfport Sportsplex (North of I-10 and West of Highway 49) and of Goldin Park (Goldin Sports Complex at Prudie Circle, East of Three Rivers Road) recreation parks (herein, the Gulfport Sportsplex and Goldin Park are each referred to as a "Park" and collectively as the "Parks") where organized events regularly occur at the ball parks located thereof; and

WHEREAS, the Contractor is the authorized distributor of the Products, as such term is defined in Section II.A. below in the local area that includes the Parks; and

WHEREAS, the City desires to continue its relationship with the Contractor with respect to exclusive pouring, vending rights and advertising; and

WHEREAS, for the mutual benefits and consideration running between the parties, the City and Coca-Cola agree to the following covenants, conditions, and terms, to-wit:

I. Consideration.

The Contractor shall pay the City in consideration of the benefits to Contractor set forth herein the following during the Term of this Agreement (the "Marketing Fund"), as such Term is defined in Section VII below:

Fifty-five thousand and no/100 (\$55,000.00) per year payable in advance and due on August 1, 2018, and due each year thereafter on August 1 plus five thousand and no/100 (\$5,000.00) payable in arrears where annual sales exceed 2601 cases of product by 18% or more due on July 1 of each year, and will be based on Contractor's case sales records. For purposes of this paragraph, annual sales shall be calculated for the period August 1 – July 31.

II. Obligations of the Contractor.

A. For the purposes of this Agreement, (i) "Beverages" shall mean all drinks of any nature or type suitable for human consumption, other than alcoholic beverages, including without limitation water (other than water fountains attached to the City's municipal water supply), frozen and non-frozen drinks, sports drinks and carbonated and non-carbonated beverages and (ii) "Products" shall mean those Beverages which are produced, distributed or otherwise offered for sale by the Contractor in various forms

and packaging from time to time during the Term. The Contractor will supply the City with a suitable and appropriate selection of the Products for sale in all locations where Beverages are sold or dispensed at the Park. During the Term, Contractor will loan to the City that Beverage dispensing equipment reasonably required, and mutually agreed upon, to dispense Beverage's at the Parks("Equipment").

- B. The Contractor agrees to supply the City (or its selected concessionaire) with the products and items listed on the price list, which is consistent with their local pricing structure and is attached hereto as Exhibit "A". The City agrees that the Contractor may increase such prices from time to time during the Term.
- C. Contractor shall, upon request of the City, provide for City's use at the Parks, at least the following:
 - 1. Upon commencement of contract:
 - a. Up to eight (8) machine vendors;
 - b. Up to eight (8) carton cooler merchandisers (a "CCM");
 - c. Up to two (2) portable service carts;
 - d. Up to four (4) doors in upright coolers;
 - e. Up to two (2) frozen drink dispensers;
 - f. Logo to be used on menu boards prepared by the City (Contractor shall have the right to approve the menu boards design prior to board creation and to approve the completed menu boards prior to placement at the Parks – said approval shall not be unreasonably withheld.);
 - g. Media tags (2 weeks in 10 years) or remotes or marketing promotions with retail outlets in lieu of media tags.
 - 2. In reasonable advance of the opening of the 2018 Sportplex expansion:
 - a. Up to six (6) additional carton cooler merchandisers;
 - b. Up to two (2) additional portable service carts;
 - c. Up to four (4) additional doors in upright coolers;
 - d. Up to two (2) additional frozen drink dispensers;
 - e. Up to twenty (20) table sized umbrellas.
- D. Contractor shall make available, upon request by the City, machine vendors in the Parks as set forth above. City shall supply and pay for the electrical service for such machine vendors. City represents and warrants that electrical service at the Parks is proper and adequate for the installation of Equipment, and, to the extent allowed by Mississippi law, City agrees to indemnify and hold Contractor harmless from any damages arising out of defective electrical services.
- E. Vendors to be placed on full service by the Contractor. The vend price for the products placed in the machines shall be at the prices listed in Exhibit B. Contractor shall be allowed to increase such vend price from time to time during the term. Contractor shall pay to City a commission on vendor Gross Sales, as such term is defined herein below, of fifty (50%) percent. Gross Sales means the total of all sales collected from the machine vendors by Contractor less refunds to vending customers. Machine vendors shall only be placed upon request by the City.

- F. The Contractor agrees to assist the City with service efficiencies and promotions of beverages sold within the Parks.

III. **Obligations of the City.**

- A. City agrees that during the Term, the Contractor's products shall exclusively be the only Beverages sold or served by the City or any other natural Person, governmental or business entity (each a "Person") selling or serving Beverages at the Parks.
- B. City agrees that during the Term, it shall sell and/or serve (or cause to be sold and/or served) at all facilities and/or all events in the Parks where Beverages are sold and/or served a reasonable and appropriate selection of Products. The City further agrees that during the Term, it shall purchase all of the Products sold or served in any facility or at any event at the Parks by City from the Contractor.
- C. City shall allow 20 oz. carbonated beverages, Dasani Water and Powerade to be sold in all concession stands in the Parks.
- D. Upon request by the City, City shall allow Contractor to place at least 8-10 machine vendors in the Parks. City shall supply and pay for the electrical service for such machine vendors. Notwithstanding anything to the contrary herein, City agrees and understands that any machine vendors, CCM/s, portable service carts, Equipment, or other property of Contractor placed at the Parks for the City's use in connection with the sale or dispensing of Projects shall remain the property of the Contractor and shall be returned to Contractor at the termination of this Agreement. City agrees to use ordinary care equivalent to the care given to its own property to control and protect Contractor's property in its custody during the Term. During the Term, Contractor will provide City with unlimited regular mechanical repair service and routine maintenance for Equipment at no charge; provided that any service necessitated by damage or adjustments to the Equipment resulting from misuse, abuse, failure to follow operating instructions or service by unauthorized personnel is not considered regular service and will be provided by Bottler at standard rates.
- E. City agrees that any Products sold and/or served in the Parks in cups shall be sold and/or served in cups prominently bearing the trademarks of The Coca-Cola Company ("Approved Cup"). City agrees not to add any trademarks of other entities to Approved Cups, without the prior written consent of Contractor. Contractor shall have the right to approve any Approved Cup the City proposes to use at the Parks, and such approval shall not be unreasonably withheld. Contractor agrees that the City may purchase Approved Cups from any vendor authorized by The Coca-Cola Company to print cups using its trademarks.
- F. City agrees that Coca-Cola shall have a right of first refusal ("Right of First Refusal") to match any contract offer relating in any way to Pouring, Vending and Advertising Rights at the Parks from another Person at the end of the term or renewal term or after termination of this Agreement by a newly elected Mayor and City Council of the City beginning a term of office, provided that Contractor is in compliance with all obligations under this Agreement. Contractor shall give its answer to the City within thirty (30) days

of receipt of written notice of the full terms of any such contract offer from another Person.

- G. City agrees that the Agreement shall be extended, in the event of a closure for unforeseen circumstances (i.e., hurricane or other natural disaster) of the one or both of the Parks, for the number of days equal to the period of the closure.
- H. City agrees that Contractor shall receive one (1) single face non-illuminated (2'6" x 4'0") advertising panel on each of the nineteen (19) scoreboards in the Parks (excluding those scoreboards located in the 2018 Sportsplex Expansion).
- I. City agrees that Contractor shall receive nineteen (19) pennant on each of the sports field fences in the Parks (excluding the sports field fences located in the 2018 Sportsplex Expansion).
- J. City agrees that Contractor shall receive two (2) permanent single face back-lit ad panels, to measure 4'6" x 15'0", on the video marquee located on I-10 (one on each side).
- K. City agrees that Contractor will receive permanent advertising time on the color video board portion of the video marquee located on I-10 at the Sportplex. Contractor shall receive a minimum of thirty (30) six (6) second advertising spots per operating hour, on the said video marquee (distribution between east and west sides of video marquee at sole discretion of the City). City shall pay all operating, repair and maintenance costs for said video marquee. The parties agree that the value of the advertising time on the video marquee, as contemplated in this paragraph, is \$12,000.00 per year.
- L. During the Term, should existing signs, scoreboards or sports field fences be replaced, Contractor shall receive a similar sized panel or pennant on such replacement signs, scoreboards, or sports field fences.
- M. Upon opening of the 2018 Sportsplex Expansion, Contractor shall, in addition to the above, receive the following:
 - 1. Exclusive field sponsorship of one (1) field;
 - 2. Inside the aforementioned field, the City shall cause the following to be installed:
 - a. 10' x 10' (maximum dimensions) company logo along the base line;
 - b. Three (3) flags with the company logo in the outfield;
 - c. Field foul pole banners (advertisement on the foul poles) with the company logo;
 - d. Two (2) light pole banners with company logo around the field;
 - e. Mesh fencing screen with company logo behind both dugouts;
 - f. Scoreboard panel with company logo.
 - 3. Company link on Sportsplex website.

IV. Exclusive Sponsorship and Signage.

- A. Contractor shall be entitled to publish and refer to its relationship with the City and the Parks in its advertising and promotional material. In such promotional materials and advertising, Contractor shall be entitled to refer to itself as an "official sponsor" of the Park(s), and/or the City and any and all of its Products as an "official beverage" or "official drink", or similar phrase, of the Park(s) and/or the City. During the Term, except

as provided herein below, City agrees that (i) no Person other than Contractor producing, distributing or otherwise selling Beverages (such other person referred to hereinafter as a “Competitor”) will be allowed to be a sponsor of the Parks or the City or use the phrases granted to Contractor above; and (ii) no product produced or sold by a Competitor (“Competitive Product”) shall be allowed to be an official product of the Park(s) and/or City or use the phrases granted to Contractor above. Nothing in this paragraph shall be construed to limit the ability of the City to agree to field sponsorship on fields located in the area which comprises the 2018 Sportsplex Expansion by a Person that sells Competitive Product(s) on a retail basis so long as the visible sponsorship elements on the field do not display the logo or name or other identifying mark of a Competitor.

V. Advertising and Promotion.

The City shall coordinate and work with Contractor for advertising of its Products at the Parks in connection with promotions of events to be held at the Parks. It is understood that this relationship shall benefit both parties, and for that reason, no Competitor of the Contractor will be permitted by the City to share in advertising or have an association with the City in or related to the Parks.

VI. Relationship of the Parties.

The Contractor is an independent contractor with respect to the City and nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between the Contractor and the City.

VII. Term.

This Agreement, unless terminated or a reason herein provided or by mutual consent in writing and approved by the Mayor and City Council of the City (“Governing Authority”) shall be in effect for a period of five (5) years from the Effective Date thru July 31, 2023 (“Term” and “Termination Date”) and thereafter shall automatically renew for up to five (5) successive one (1) year renewal terms unless either party shall, at least 90 days before the commencement of a renewal term, provide notice in writing of an intent not to renew. Should the provisions of Section III. G. be implicated during the Term, the Termination Date shall be adjusted accordingly and spread across the minutes of the City.

As required by the laws of the State of Mississippi, the governing authority composed of newly elected officials taking office on or after July 1 of the years 2021 and 2025 may cancel, void or otherwise terminate this Agreement effective immediately or, at the discretion of the governing authority, at the end of calendar year 2021 or 2025, provided that it give the Contractor ninety (90) days advance written notice thereof and allow Coca-Cola its Right of First Refusal for any subsequent contract relating in any way to Pouring Rights at the Parks.

VIII. Concessionaires.

Notwithstanding anything to the contrary in Agreement, during the term hereof (including any renewal terms), should the City contract with or otherwise grant to any other Person any rights to operate or manage its machine vending, concession or other facilities where Beverages or sold or served in any form in the Parks (such other Person referred to herein as a "Concessionaire"), the City shall cause and insure that any such Concessionaire complies with City's duties and obligations to Contractor under this Contract with respect to such Concessionaire's operations in the Parks in the same manner as the City is obligated hereunder.

IX. Breach.

If either the City or the Contractor breaches, or becomes in default in performing any obligation, term or condition required to be performed by this Agreement, the non-defaulting party in full compliance herewith, in addition to any other rights or remedies it may have at law or in equity arising out of the alleged breach, may terminate this Agreement on written notice to the party in default or breaching the Agreement unless reasonable action is taken by the party in default or in breach hereof to cure the alleged breach or default within twenty (20) days after notice is given. Should any such breach not reasonably be curable within the aforementioned twenty (20) day period, and should the breaching party diligently begin to cure such default within such twenty (20) day period and thereafter diligently continue to prosecute such cure to its successful conclusion, the breaching party shall grant an extension of time to cure its breach as is reasonably necessary to cure such breach, but in no event exceeding one hundred and eighty (180) days.

In the event of a breach by the City that is not cured as hereinabove provided, if this Agreement is terminated by the City pursuant to any right granted by Mississippi law or the second paragraph of Section VII above, the City shall return to the Contractor the amount of consideration paid by the Contractor for the annual period prior to termination on a pro-rata basis. The consideration to be returned shall be the annual cash payment of up-front dollars paid that year divided by twelve (number of months in that annual period) times the number of months remaining in the calendar year rounded up for an uneven month, if any. The cash return shall be due and payable by the City to the Contractor within fifteen days after the date of termination, or the last day that said breach could have been cured.

In the event the breach in question is the state of repair of the video marquee, such that the video advertising contemplated herein does not or cannot appear on the video marquee, the City will return to Contractor the amount of consideration paid by the contractor for the annual period for video marquee advertising on a pro-rata basis. The consideration to be returned shall be the annual cash payment of up-front dollars paid that year divided by 364 or 365, as appropriate, times the number of full calendar days that the video marquee did not function. At the discretion of the City, the consideration may be returned in the form of a credit against the following year's payment to the City by Contractor or via a cash payment to Contractor by the City by October 1 of the following contract year. At the conclusion of the final year of the Agreement, the consideration shall be returned in the form of a cash

payment to Contractor by the City. Annual calculation of return of consideration, as contemplated by this paragraph, if any, shall be spread upon the minutes of the Gulfport City Council.

X. No Waiver.

The failure of either party to object to a breach of any representation, warranty, term or condition of this Agreement or to enforce any rights as a result thereof will not be deemed a waiver of any right or remedy the non-breaching party may have arising out of the breach, nor will it be deemed a waiver of its right to subsequently enforce the representation, warranty, term or condition.

XI. No Assignment.

Neither the City, nor the Contractor will assign any of its rights, privileges, duties or obligations under this Agreement, except by written consent of the other party, which, with regards to the City, will require approval by the Governing Authority of the City.

XII. Entire Agreement.

This Agreement sets forth the entire agreement between the parties. This Agreement cannot be modified, altered, or otherwise changed or amended except by means of a writing signed by both parties and officially approved by the Governing Authority of the City. It is the explicit intention of the parties hereto that (a) no Person other than the parties hereto (or their respective successors and assigns as permitted hereunder) is or shall be entitled to bring any action to enforce any provision of this Agreement against any Party, and (b) the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto (or their respective successors and assigns as permitted hereunder).

XIII. Severance.

In the event that any condition, clause or portion of this Agreement is now or hereafter becomes legally unenforceable, the unenforceable part shall be treated as severed from this Agreement, and the remainder of the Agreement shall continue in full force and effect according to the express intention hereof.

XIV. Representations.

Notwithstanding anything to the contrary herein, Contractor represents to the City, and the City represents to the Contractor the following:

- (a) Authority. The representing party has the full power and authority to enter into this Agreement.
- (b) Binding Obligation. The representing party has obtained all necessary approvals for its execution, delivery and performance of this Agreement. It is duly executed and delivered this Agreement, which is now a binding legal and enforceable obligation.

- (c) No Conflicting Agreements. The representing party has not entered into – and during the Term will not enter into – any other agreement that conflicts with this Agreement or would prevent it from complying with this Agreement.

XV. Notices.

Any notice or other communication hereunder shall be in writing, shall be sent via registered or certified mail, and shall be deemed given when deposited, postage prepaid, in the United States Mail, addressed as set forth below, or to such other address as either of the parties shall advise the other in writing, or by hand delivery, as follows:

TO THE CITY:

US MAIL:

City of Gulfport

Attn: Director, Department of Leisure Services

P.O. Box 1780

Gulfport, MS 39502

OR BY HAND DELIVERY TO:

City of Gulfport

Attn: Director, Department of Leisure Services

2309 15th Street

Gulfport, MS 39501

EITHER US MAIL OR HAND DELIVERY, PLEASE PROVIDE A CARBON COPY TO:

City of Gulfport, City Attorney's office

P.O. Box 1780

Gulfport, MS 39502

TO THE CONTRACTOR:

US MAIL OR BY HAND DELIVERY

Chris Touchstone

Sales Center Manager Gulfport

3701 25th Avenue

Gulfport, MS 39501

Dirk Barrient

Mississippi Division Director

3701 25th Avenue

Gulfport, MS 39501

SIGNED AND AGREED by the parties hereto on this the _____ day of _____, 2018.

COCA-COLA BOTTLING COMPANY UNITED – GULF COAST, LLC
D/B/A COAST COCA-COLA BOTTLING COMPANY

BY: _____

(TITLE) _____

CITY OF GULFPORT, MISSISSIPPI

BY: _____

(TITLE) MAYOR

Exhibit A

9 flavors available of CSD

20oz. CSD	\$24.00 per case of 24
20oz. Powerade	\$24.00 per case of 24
20oz. Dasani	\$17.00 per case of 24
10oz Minute Maid Juice	\$19.91 per case of 24
18.5oz. Gold Peak Tea	\$18.39 per case of 12

Exhibit B

20oz. CSD and Powerade	\$2.50
20oz. Dasani	\$2.00
Gold Peak Tea	\$3.50



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Leisure Services

Date: 07/12/2018

Subject: Resolution - to approve Location Agreement with The Wilem Group, LLC., and to authorize the Mayor to execute the same.

Recommendation:

LOCATION AGREEMENT AND TERM SHEET

This Agreement is made between City of Gulfport, Mississippi ("Owner") and The Wilem Group, LLC ("Company") as of in connection with the television production "Gulf South Outdoors".

1. **PERMISSION:** For the Term specified in Paragraph 4 below, and for any extensions provided for herein, Owner hereby grants to Company, its successors, assigns, licensees, employees, representatives, independent contractors and suppliers and their employees, agents, representatives, successors, assigns, licensees, independent contractors and suppliers, the right to use both the real and personal property located at the Gulfport Sportsplex (the "Property") together with access to and egress from the Property with its personnel and equipment for the purpose of photographing and filming (whether via motion picture, still, video, device or other type of photography), for the television production currently entitled "Gulf South Outdoors", including, without limitation, commercials, trailers, and soundtrack recordings related thereto (the "Production").
2. **PROPERTY:** Property means that certain real property located at and described as follows: **Gulfport Sportsplex.**
3. **SCOPE OF USE:** Company shall have the right during the periods set forth in Paragraph 4 below to use the Property as follows: to follow select teams, coaches, players and the GSSA staff to capture the work that it takes to produce the tournaments and to highlight the local experience of the players and their families.
4. **TERM and TERMINATION:** The Property shall be available for use by Company commencing: **Any dates a GSSA tournament is being held at the Gulfport Sportsplex during 2018.** Either Party may terminate this agreement on ten (10) days written notice.
5. **FEE:** As complete and full payment for all of the rights granted to Company hereunder, Company shall pay to Owner the following: \$0.00.
6. **FACILITIES:** Company agrees to immediately remove all equipment and vehicles after completion of its use of the Property and to leave the Property in as good condition as when entered upon by Company. Signs on the Property may not be removed or changed without Owner's prior written consent in each instance. If owner grants such consent, such signs shall be removed and replaced at Company's sole expense. Company will use reasonable care to prevent damage to the Property and will indemnify and hold harmless Owner from any damages and/or losses arising out of personal injuries or property damage resulting from Company's use of the Property.
7. **RIGHTS:** Company shall have the perpetual and irrevocable right and license to use and re-use the Property solely in the Production and in connection with advertising, publicizing, exhibiting and exploiting of the Production in any media, whether now known or hereafter devised, in perpetuity throughout the universe; provided, however that such use does not disparage or portray owner or the Property in a negative light. Subject to the foregoing, all rights of every kind and nature whatsoever in and to the Production shall be and remain the sole and exclusive property of Company.
8. **USAGE:** Company is not obligated actually to use the Property or to include any of said photography and/or said sound recordings in the Production or otherwise.
9. **INDEMNITY:** Company agrees to indemnify, defend and hold harmless Owner, its officers, employees, agents and representatives from any and all suits, claims for damages, loss or liabilities,



including reasonable attorney's fees, arising from or related to the use of the Property by Company or Company's production, exploitation, or promotion of the Production.

10. STILL PHOTOS: In the event Company takes still photographs containing any portion of the Property, Owner shall have the nonexclusive right upon initial release of the Production to use throughout the world in perpetuity a reasonable number of such photographs in connection with the publicity, advertising and exploitation of Owner and the Property. Such rights shall include, but shall not be limited to, the right to display such photographs on the Property and to use such photographs in newspapers, magazines, trade periodicals and other publications. In no event shall Owner use such photographs in connection with the merchandising of any products. Company shall provide such still photographs to Owner at no charge to Owner prior to the initial release of the Production. Company warrants that it owns or controls all rights necessary to make the grant of rights made under this paragraph, that Owner's use of such still photographs will not infringe upon or violate the rights of any person or entity and that Owner will not be required to make any additional payments by reason of Owner's use of the still photographs as permitted hereunder.

11. INSURANCE: Company shall maintain in full force and effect at its own expense, during the Term, a comprehensive policy of liability and property damage insurance of at least One Million Dollars (\$1,000,000) covering general liability and third party property damage. Said policy shall insure, protect and name as certificate holders, City of Gulfport, Mississippi, and against all claims, liabilities and/or litigation arising out of or connected with Company's use of the Property. Company shall provide proof of said insurance prior to its use of the Property. Company shall have in effect insurance coverage for its company employees against worker's compensation claim in an amount as required by law. Certificates of Insurance must be provided prior to the first preparation day setting forth those facts. Any deductible against a claim shall be Company's responsibility.

12. MISCELLANEOUS: This Agreement is the entire agreement of the parties with respect to the subject matter hereof and cannot be modified or canceled except by written instrument signed by both parties. This Agreement shall be interpreted in accordance with the laws of the State of Mississippi pertaining to agreements made and performed in the State of Mississippi and the courts located in Harrison County, Mississippi, shall have the jurisdiction over all disputes hereunder.

13. FILM CREDIT: As a condition of this lease, Tenant agrees to provide appropriate film credit to the City of Gulfport for the use of the leased premises.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

AGREED AND ACCEPTED:

CITY OF GULFPORT, MISSISSIPPI

THE WILEM GROUP, LLC

By: _____

Billy Hewes, Mayor

By: _____

Frank Wilentz



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Dustin Uselton, Assistant Attorney
Police Department

Date: 07/09/2018

Subject: Resolution - to approve Subscription Service License & Use Agreement with TriTech Software Systems for services related to the storage and maintenance of Police data, and to authorize the Mayor to execute 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 SUBSCRIPTION SERVICE LICENSE AND USE AGREEMENT WITH TRITECH SOFTWARE SYSTEMS FOR SERVICES RELATED TO THE STORAGE AND MAINTENANCE OF POLICE DATA AND TO AUTHORIZE THE MAYOR TO EXECUTE SAME

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

WHEREAS, on or about July 20, 2006 the City of Gulfport entered into a Professional Services Agreement with The Omega Group for the CrimeView Desktop and CrimeView Web applications for the storage and analysis of criminal activity data within the city limits of Gulfport, a copy of which is attached hereto as Exhibit “A,” and

WHEREAS, over the years these applications have expanded to include the storage of footage generated by body worn cameras and other footage accrued during the normal scope and course of the duties of Gulfport Police Department personnel which has placed a substantial burden on the server based storage system currently implemented; and

WHEREAS, TriTech Software Systems provides a cloud based storage system that is compatible with the CrimeView Desktop and CrimeView web applications; and

WHEREAS, due to the increased volume of the footage that needs to be maintained, the City of Gulfport, through its Governing Authority desires to enter into a Subscription Service License and Use Agreement to provide cloud based storage for the Gulfport Police Department.

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 Subscription Service License and Use Agreement be and it is hereby approved in substantially the same form as is found in **Exhibit “B”** to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR



The leader in providing innovative GIS solutions to public safety and education agencies.

5160 Carroll Canyon Road, 1st Floor • San Diego, CA 92121-1775

Phone: 858.450.2590 • Fax: 858.450.0239

E-mail: mail@theomegagroup.com • Web: www.theomegagroup.com

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into this ____ day of July, 2006, by and between the Gulfport Police Department, a Mississippi municipal corporation (hereinafter "Client"), and The Omega Group, Inc., a California Corporation (hereinafter "Omega"):

Section 1

SCOPE OF SERVICES

1.1 Professional Services. Omega shall provide services fully described in the Gulfport Police Department Scope of Work, June 30, 2006 for the CrimeView Desktop and CrimeView Web applications, which is attached hereto and incorporated in full herein by reference. Omega shall retain the right to perform work for others during the terms of this Agreement.

1.2 Conduct of Services. Client agrees to provide working space and facilities, and any other services and materials Omega or its personnel may reasonably request in order to perform the work assigned to them. All work shall be performed in a workmanlike and professional manner by employees or subcontractors of Omega having a level of skill in the area commensurate with the requirements of the scope of work to be performed. Omega shall make sure its employees or subcontractors at all times observe security and safety policies of Client.

1.3 Method of Performing Services. The parties acknowledge and agree that Client shall have no right to control the manner, means, or method by which Omega performs the services called for by this Agreement. Rather, Client shall be entitled only to direct Omega with respect to the elements of services to be performed by Omega and the results to be derived by Client. Client can review and assess the performance Omega services for the limited purposes of assuring that such services have been performed and confirming that such results were satisfactory.

Section 2

TERM OF AGREEMENT

2.1 Term. This Agreement shall commence on the date set forth above, and unless modified by mutual agreement of the parties or terminated earlier pursuant to the terms of this Agreement, shall continue until the earlier of (1) the satisfactory completion of the services set forth in Exhibit A; or (2) August 1, 2007.

2.2 Termination. This Agreement may be terminated by either party upon sixty (60) days prior written notice, if the other party breaches any term hereof and the breaching party fails to cure such breach within the 60-day period; provided that, notwithstanding the foregoing, the cure period for any failure of Client to pay fees and charges due hereunder shall be thirty (30) days from the date of receipt by Client of notice of delinquency.

2.3 Return Client Property. Upon termination of this Agreement for any reason, Omega shall promptly return to Client all copies of any Client data, records, or materials of whatever nature or kind, including all materials incorporating the proprietary information of Client. Omega shall also furnish to Client all work in progress or portions thereof, including all incomplete work.

Section 3

FEES, EXPENSES, AND PAYMENT

3.1 Fees. In consideration of the services to be performed by Omega, Omega shall be entitled to compensation in the total amount of \$88,190.00. The payment schedule consists of eight (8) payments and is due as follows:

\$ 11,007.00	Amount due upon execution of this Agreement for CV Enterprise Solution
\$ 11,007.00	Amount due upon delivery of CV Desktop software.
\$ 11,007.00	Amount due upon installation & training of CV Desktop.
\$ 3,669.00	Amount due upon final acceptance of CV Desktop (30 days after install)
\$ 15,450.00	Amount due upon completion of Project Planning for CV Web
\$ 15,450.00	Amount due upon delivery of CV Web software and one (1) copy of ArcIMS
\$ 15,450.00	Amount due upon installation & training of CV Web
\$ 5,150.00	Amount due upon final acceptance of CV Web (30 days after install)

3.2 Additional Work. The fees and charges for any follow-on or additional work not described in Exhibit A shall be performed at Omega's current hourly rates.

Section 4

RELATIONSHIP BETWEEN OMEGA AND CLIENT

4.1 Independent Contractor Status. The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and either Omega or any employee or agent of Omega.

4.2 Nonsolicitation. During the term of this Agreement and for a period of six (6) months after the expiration or termination of this Agreement, for any reason whatsoever, the parties covenant and agree not to hire or engage or attempt to hire or engage employees of the other party, except through advertisements directed to the general public or as expressly pre-approved by the other party.

4.3 Confidentiality. The parties agree not to disclose to any third party any proprietary information disclosed to it by the other party without the prior written consent of such disclosing party. The parties further agree to take the same care with the proprietary information as it does with its own, but in no event with less than a reasonable degree of care. This obligation of the parties shall survive beyond the effective termination date of this Agreement. These restrictions shall not be construed to apply to (1) information generally available to the public; (2) information released by either party generally without restriction; (3) information independently developed or acquired by either party or its personnel without reliance in any way on other protected information of the other party; or (4) information approved for the use and disclosure of either party or its personnel without restriction.

4.4 Indemnification. Omega shall defend, indemnify and hold Client harmless from and against any and all liabilities, losses, damages, fines, judgments, claims, suits, actions and expenses (including, but not limited to, attorneys' fees and costs) arising out of or relating to personal injury or death to persons, including Omega's employees, contractors, and agents or damage to personal or real property, including Client's property, arising out of or in connection with Omega's grossly negligent performance of this Agreement. Client agrees to give Omega prompt notice of any such claim, demand, or action and shall, to the extent Client is not adversely affected, cooperate fully with Omega in defense and settlement of said claim, demand, or action. However, Client agrees that Omega's liability hereunder for damages, regardless of the form of action, shall not exceed the total amount paid for services under this Agreement.

4.5 DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, OMEGA DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED BY ITS PERSONNEL OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.6 LIMITATION OF LIABILITY. OMEGA'S CUMULATIVE LIABILITY UNDER OR FOR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY CLIENT TO OMEGA. OMEGA SHALL HAVE NO LIABILITY FOR LOSS OF DATA OR DOCUMENTATION, IT BEING UNDERSTOOD THAT CLIENT IS RESPONSIBLE FOR BACKUP PRECAUTIONS. IN NO EVENT SHALL OMEGA BE LIABLE FOR ANY LOSS OF PROFITS, ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST CLIENT, EVEN IF OMEGA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. OMEGA SHALL NOT BE LIABLE TO CLIENT FOR ANY FAILURE OR DELAY CAUSED BY EVENTS BEYOND OMEGA'S CONTROL, INCLUDING, WITHOUT LIMITATION, CLIENT'S FAILURE TO FURNISH NECESSARY INFORMATION; SABOTAGE; FAILURE OR DELAYS IN TRANSPORTATION OR COMMUNICATION; FAILURES OR SUBSTITUTIONS OF EQUIPMENT; LABOR DISPUTES; ACCIDENTS; SHORTAGES OF LABOR, FUEL, RAW MATERIALS OR EQUIPMENT; OR TECHNICAL FAILURES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

Section 5

MISCELLANEOUS

5.1 Governing Law. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Mississippi as they apply to a contract executed, delivered, and performed solely in such State.

5.2 Insurance. To the extent that Omega's personnel may perform work at Client's premises, Omega shall maintain comprehensive general liability insurance, including broad form property damage coverage, with limits of at least \$1 million combined single limit for personal injury and property damage for each occurrence. Upon the request of Client, Omega shall provide Client with evidence satisfactory to Client of such insurance.

5.3 Remedies. All remedies available to either party for one or more breaches by the other party are and shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of either party to act in the event of a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be in writing and signed by the party against whom enforcement is sought.

5.4 Notices. Any notices to be given hereunder by either party to the other may be effected either by email, personal delivery in writing or by first class mail. Mailed notices shall be addressed as listed below, but each party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two days after mailing.

Gulfport Police Department
2220 15th Street
Gulfport, MS 39501

The Omega Group
5160 Carroll Canyon Road, 1st Floor
San Diego, CA 92121

Attn: Rick Fisher

Attn: Amy Blackwell

5.5 Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Omega for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

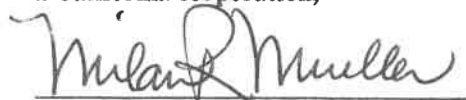
5.6 Severability. If any of the provisions of this Agreement are ruled illegal, invalid or unenforceable by a court of competent jurisdiction under any applicable statute or rule of law, they shall, to that extent, be deemed omitted, and the remainder of this Agreement shall continue to be in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

5.7 Headings. The section headings used herein are for reference only, and shall not limit or control any term or provision of this Agreement or the interpretation or construction hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

Omega:

The Omega Group, Inc.,
a California corporation,


Milan Mueller, President

7/21/06
Date

Client:

Gulfport Police Department,
a Mississippi municipal corporation,


Paul Schroeder, IS Manager

7-20-06
Date

Per Council Approval 7-18-06

Exhibit A

Gulfport Police Department Proposal, June 30, 2006

***SEE ENCLOSED**

Subscription Service License & Use Agreement

I. Subscription Service License and Use Agreement.

This Subscription Service License & Use Agreement (the "Agreement") is made by and between, TriTech Software Systems (hereinafter referred to as "TriTech") and the client named on the signature page attached hereto ("Client") as of the date that the quote accompanying this Agreement is executed by an authorized representative of both TriTech and the Client. TriTech and Client may also be referred to herein individually as "Party", or collectively as the "Parties".

II. Services; Software.

- A. Under the terms of this Agreement, TriTech will be responsible for providing the following services ("Services"):
- (i) Hosting TriTech's software ("Software") for its online programs and corresponding module(s) as indicated on the quote or Sales Order attached hereto as Addendum 2;
 - (ii) Providing the Client with technical support for the Software as set forth in Schedule A ("Technical Support"), database hosting and other related services as further defined in the Addendum 2;
 - (iii) Providing the Client with remote access to search Client's data and, if purchased, report on Client's data through the Software and the applicable database(s) for Authorized Users (as defined in Section III (B) hereof) for 24 hours per day, 7 days per week, except as otherwise provided in Schedule A hereto with respect to scheduled maintenance; and further provided, that TriTech shall not be responsible for connectivity issues due to an event of Force Majeure, as defined in paragraph B below;
 - (iv) Providing the Client with certain user manuals and/or on-line Software education or other information on the TriTech website to assist Client with its use of the Software ("Documentation");
 - (v) Enabling Client to update the applicable databases and obtain the agreed upon data processing output;
 - (vi) Providing any other Software related services stated in Addendum 2 (together, the "Subscription Services"). Schedule A and any Documentation may be updated by TriTech from time to time in its sole discretion upon written notice to Client;
 - (vii) Providing the Client with initial training as stated in Addendum 2; and
 - (viii) Populating the Software and the associated database(s) with Client Information (as defined in Section VII (B) hereof) and otherwise assist Client with the setup of the Software (together, the "Implementation Services").
 - (ix) If applicable, TriTech and Client shall mutually agree in writing on a schedule for transfer of data from Client's existing system to the applicable Subscription application.

- B. Force Majeure. TriTech shall not be responsible for delays in performance, including connectivity issues, due to disruption of internet services, war, acts of terrorism, strike, fire, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, unavailability of facilities, equipment or software from suppliers, the actions or omissions of Client or its officers, directors, employees, agents, contractors or elected officials and/or other similar occurrences beyond TriTech's reasonable control.
- C. This Agreement allows Client to use the Software located on TriTech's servers, to which Client will be granted limited remote access. Client shall not receive a physical copy of the Software in any form, but will have the ability to use the Software on TriTech's servers, and to access the Software remotely as directed by TriTech.

III. License; Access.

- A. Provided that Client has paid the applicable Fees (as defined in Section IV (A) hereof), TriTech grants to Client a limited non-exclusive, non-transferable license to use the Subscription Services, including the Software located on TriTech's servers, through Client's computer(s) for Client's internal operational use only for the Term set forth in Section V unless otherwise agreed to by TriTech in writing, and TriTech shall perform the applicable Implementation Services for the Client. The Subscription Services may only be accessed by an Authorized User. Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Subscription Services or the Software available to third parties other than any third-party Authorized Users.
- B. For purposes of this Agreement, an "Authorized User" is an individual (i) who is an employee of Client, a contractor or other representative of Client and (ii) who has been properly issued a valid password that subsequently has not been deactivated.
- C. Access to the Subscription Services by Authorized Users is enabled only by passwords to Authorized Users. Client is solely responsible for the management and control of those passwords and Authorized Users shall not be permitted to disclose or transfer a password to any third party. Client shall assign a "Client Administrator" to provide such password management and control. Upon request by Client, additional Authorized Users' passwords shall be activated by TriTech.
- D. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of TriTech's security and data protection process and procedures and, (ii) that TriTech will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify TriTech. TriTech reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. TriTech shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Agreement.
- E. The number of Authorized Users having the ability to access the Subscription Services at any single moment in time shall be specified In Addendum 2.

IV. Fees; Payment; Taxes.

- A. As consideration for use of the Subscription Services and the Implementation Services during the initial contract term, Client shall pay those fees and charges set forth in Addendum 2 (together, "Fees"). Subscription fees are due on an annual basis. Failure to pay may result in suspension or termination of your account until payment is made. Thereafter, fees are subject to change upon each successive renewal which shall be mutually agreed and set forth in the Renewal Notice.
- B. As consideration for use of the Subscription Services during renewal contract terms, Client shall pay those fees and charges set forth in the Renewal Notice (together, "Fees").
- C. TriTech shall notify Client prior to the end of the initial subscription term of the subscription fees for the first renewal term. Unless otherwise agreed in writing, subscription fees shall be due on or before the commencement of each annual subscription term. Subscription fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%.
- D. All amounts due and payable to TriTech hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from fifteen (15) days after their due date until paid.

Remittance Address for Payments Only:

TriTech Software Systems
P.O. Box 203223
Dallas, TX 75320-3223

- E. Payments may be made by check, wire transfer, or Automated Clearing House ("ACH"). TriTech will provide banking information if Client requests to pay by wire transfer or ACH.
- F. Any amounts payable pursuant to this Agreement are to be net to TriTech and shall not include taxes or other governmental charges or surcharges, if any. In addition to the fees and charges due TriTech under this Agreement, Client shall remain liable for and shall pay all local, state, and federal sales, use, excise, personal property, or other similar taxes or duties, and all other taxes, which may now or hereafter be imposed upon this Agreement or possession or use of the Software, excluding taxes based on TriTech's income.

V. Term and Termination; Suspension of Services.

- A. This Agreement shall commence upon execution hereof and shall continue in full force and effect for a period of two (2) years ("Initial Term") from the date of activation unless the Agreement is otherwise terminated as set forth herein. The "date of activation" will be defined as the date of the completion of Admin Training, at which time the Client will be able to access the system and authorize users. If Client terminates this Agreement at any time from contract execution through the Initial Term, Client shall pay one hundred percent (100%) of the remaining fees owed for the Initial Term plus implementation fees if not already paid. If Client terminates this Agreement for convenience during any Renewal Term, Client shall pay one hundred percent of the remaining fees owed for the Renewal Term.

- B. At the conclusion of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless one Party notifies the other Party in writing of its decision not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. (The Initial Term and any Renewal Term collectively are referred to herein as the "Term").
- C. Either Party may terminate this Agreement (i) immediately if the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, or (ii) immediately if the other party becomes the subject of an involuntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of filing.
- D. Client may terminate this Agreement if TriTech breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same.
- E. In addition to the circumstances as described in Subsection V(F) below, TriTech may terminate the Agreement at any time upon thirty (30) days prior written notice to the Client. In the event of termination by TriTech pursuant to this Subsection V(E), Client shall be entitled to a refund of a prorated portion of the annual subscription fees already paid for the then-current Term.
- F. If Client's scheduled Subscription Services payment or any other amount due and owing by Client to TriTech is delinquent, TriTech may, in its sole discretion, immediately terminate or suspend all or any portion of the Services forty-five (45) days after the date payment is due.
- G. Upon the effective date of expiration or termination of this Agreement: (i) TriTech will immediately cease providing Client with any Services it is providing and any other applicable component of the Services; (ii) all issued passwords shall be deactivated; and (iii) Client shall immediately pay in full to TriTech any and all monies that are owed by the Client to TriTech under this Agreement for the Services furnished up to the effective date of the Agreement's termination or expiration.
- H. Upon TriTech's reasonable belief that tortious or criminal or otherwise improper activity may be associated with Client's utilization of the Services, TriTech may, without incurring any liability, temporarily suspend or discontinue the Services pending investigation and resolution of the issue or issues involved.
- I. If all or any components of the Services have been terminated as a result of a breach by Client, or suspended as provided herein, and Client requests that all or any component of the Services be restored, TriTech has the sole and absolute discretion whether or not to restore such Services; and further, any such restoration shall be conditioned upon TriTech's receipt of all Fees due and owing hereunder.
- J. In the event of expiration or termination of this Agreement for any reason, each Party shall promptly return to the other Party or destroy all copies of the other Party's Confidential Information (including notes and other derivative material) that it has received pursuant to Section VII hereof. Within thirty (30) days of termination or expiration of the Agreement, TriTech shall remove and destroy Client's data. TriTech will not return the data to the Client as the Client still retains the source data.

- K. Sections IV, V, VII, VIII, IX, X, XI, XII, XIII and XIV shall survive any termination of this Agreement, as well as any other obligations of the Parties that contemplate performance by a Party following the termination of this Agreement.

VI. Client Responsibilities.

- A. In conjunction with its obligation to participate in the Implementation Services, Client will assign personnel with the required skills and authority to perform the applicable tasks effectively and, further, will make best efforts to meet its obligation to supply information and otherwise assist as necessary to effect the commencement of the Subscription Services via the Implementation Services. Management of Client's responsibilities in conjunction with the Subscription Services after implementation shall be assigned to a Client Administrator who has attended training offered by TriTech to Client. The Client Administrator that the Client appoints may be replaced at any time at the sole discretion of the Client upon Client's written notice to TriTech so long as the newly appointed Client Administrator has attended TriTech's training. Client will be charged additional fees for any such training for Client's employees beyond the initial training for the Software that is a part of the Implementation Services.
- B. Client is responsible for providing hardware, operating system and browser software that meets TriTech's technical specifications, as well as providing and maintaining a fast, stable, high speed connection and remote connectivity.
- C. Client is solely responsible for the integrity of all data and information that is provided to TriTech under this Agreement (i.e., the Client Information), including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services. Further, it is solely Client's responsibility to assure that the initial and one-time importing of the Client Information into Client's database by TriTech has been properly performed, acknowledging that thereafter the completion of the initial setup of all Code Files not already populated by TriTech and the input and modification of Client's database shall be performed solely by Client. The Client Information that is to be included in Client's database shall be provided by Client in a digital form that complies with the requirements of the Client Information format as stated in TriTech's policy for inputting Client Information in any Documentation TriTech provides to Client. In addition, Client is solely responsible for the accuracy of any and all reports, displays and/or uses of Client Information, whether or not TriTech assisted Client with the development or construction of such reports and displays and other uses of the Client Information.
- D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.
- E. Client is responsible for maintaining an active e-mail account for correspondence with TriTech.
- F. Client is responsible for maintaining the required certifications for access to Client's state CJIS systems(s), NCIC and/or other local state, federal and/or applicable systems.
- G. Client is responsible for proper firewall maintenance allowing for data to move from their on-premise data contributing system to the applicable TriTech Subscription application.

VII. Confidentiality, Privacy and Business Associate Provisions.

- A. In association with the execution of this Agreement and TriTech's participation in the use and support of the Software, Client has obtained, will have access to, or will obtain confidential information regarding intellectual property of TriTech, the Software and its contents, sales and marketing plans and other similar information (hereinafter referred to as "Confidential Information"). Client acknowledges that the Software itself represents and embodies certain trade secrets and confidential information of TriTech. Client hereby agrees that, for itself and its shareholders, officers, directors, employees, and agents, Client shall not disclose any of TriTech's trade secrets or confidential information without TriTech's prior written consent for any such disclosure.
- B. In association with the execution of this Agreement and the participation of TriTech in the support of the Software, TriTech has obtained or will obtain confidential information of Client regarding the business of Client, Client Information for its utilization in connection with providing the Services to Client, the records of patients served by Client, accounts payable and accounts receivable of Client, trade secrets, customer lists, and other similar information. TriTech shall not disclose any of Client's confidential information without Client's prior written consent for any such disclosure. "Client Information" means confidential information about Client's business or its customers that (i) Client and/or its customers deliver to TriTech for use in its implementation of the Services, which Client subsequently updates and otherwise modifies, and (ii) TriTech hosts on services for access by and transmission to the Authorized Users via the Internet. TriTech shall not use any Client Information except as expressly set forth in this Agreement.
- C. In addition to TriTech's obligations regarding nondisclosure of Client Information set forth above, in the event that TriTech is a "Business Associate," and Client is a "Covered Entity" pursuant to 45 C.F.R. § 160.103, TriTech shall perform its obligations under this Agreement with respect to Protected Health Information ("PHI") as provided in Addendum 1 attached to this Agreement.
- D. Notwithstanding any provisions of this Agreement to the contrary, Client may terminate this Agreement if Client determines that TriTech has violated a material term of this Agreement with respect to its functions as a Business Associate in accordance with Addendum 1.
- E. Confidential Information other than PHI as defined in Addendum 1, shall not include any information that is (i) already known to the receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) subsequently disclosed to receiving Party on a non-confidential basis by a third party not having a confidential relationship with the other Party hereto that rightfully acquired such information; (iv) communicated to a third party by receiving Party with the express written consent of the other Party hereto; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided the receiving Party provides prompt notice of any such subpoena, order, etc. to the other Party so that such Party will have the opportunity to obtain a protective order.
- F. Each Party agrees to restrict access to the Confidential Information of the other Party to those employees or agents who require access in order to perform the Subscription Services, Implementation Services or Additional Services, acknowledging that certain Confidential Information of each Party may be disclosed to Authorized Users as a necessary function of the Subscription Services; and, except as otherwise provided,

neither Party shall make Confidential Information available to any other person or entity without the prior written consent of the other Party.

- H. Notwithstanding the foregoing, Client understands and agrees that TriTech may transfer Confidential Information of Client to a third party hosting entity for the purposes of providing the communications infrastructure, hosting services and/or related support and other operations necessary to deliver all or certain portions of the Services; provided that TriTech, in turn, binds such third party to confidentiality and non-disclosure terms that are at least as protective of TriTech's and Client's interests as the terms stated herein. Client acknowledges that TriTech shall have no responsibility or liability for unauthorized access to or dissemination of Client Information by Authorized Users or other third parties, whether as a result of breach of data security, misappropriation or misuse of passwords or any other cause.

VIII. Ownership.

- A. TriTech owns all rights and title in and to the Services, including, without limitation, the Software, and any Developments, as that term is defined below. Further, Client agrees that the Subscription Services' screens and any output of the Services, excepting the Client Information, are the property of TriTech and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that TriTech places on any such screens or output of the Services. Nothing contained in this Agreement shall be construed as granting Client any rights in or to the Subscription Services (including, without limitation, the Software and output of the Subscription Services), the deliverables from the Implementation or Additional Services or related Confidential Information, other than the right to use the Services and any applicable Confidential Information of TriTech during the Term, in accordance with this Agreement.

Client agrees that TriTech has and retains all rights to use any data and information relating to the Software and Services that it receives from Client including, without limitation, any information that constitutes, or results in, an improvement or other modification to the Software or the Services, but excluding the Client Information and PHI, or CJIS data.

As between the parties, TriTech agrees that all Client Information provided to TriTech under this Agreement for TriTech's use in connection with the Subscription Services is the property of Client; provided, however, TriTech shall have the right to retain Client Information in accordance with its obligations under the terms of this Agreement in the event that the return or the destruction of any Client Information is infeasible.

The term "Developments" shall mean all programs, upgrades, updates or other enhancements or modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by TriTech in the course of providing technical support or otherwise, under this Agreement.

- B. Client will not have the ability to copy the Client Information entered onto the Software. Rather, TriTech shall retain the physical copy of the Software, title, right and interest in and to the Software, including upgrades, updates, and/or other enhancements or modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

IX. Disclaimer; Limitation of Liability.

- A. THE SERVICES, SOFTWARE AND ANY DOCUMENTATION ARE MADE AVAILABLE FOR CLIENT'S USE "AS IS" AND EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- B. TRITECH DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. CLIENT AGREES TO INDEMNIFY TRITECH AGAINST ANY SUCH LIABILITY TO CLIENT, REGARDING THE CLIENT'S USE OF THE SERVICES, THE SOFTWARE AND ANY DOCUMENTATION OR OTHERWISE. IN NO EVENT SHALL TRITECH BE LIABLE TO CLIENT OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE FOR INCIDENTAL, SPECIAL, INDIRECT, GENERAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, INCOME, LOSS OR USE OF DATA, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES, SOFTWARE AND ANY DOCUMENTATION EVEN IF TRITECH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CLAUSE SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.
- C. TRITECH DISCLAIMS ALL LIABILITY FOR THE ACCURACY AND/OR COMPLETENESS OF DATA, INCLUDING BUT NOT LIMITED TO DATA SUPPLIED WITH THE SOFTWARE OR AS ADDED OR MODIFIED BY CLIENT OR ANY THIRD PARTY, OR DATA AS PROCESSED ON CLIENT'S OR TRITECH'S COMPUTER NETWORK. CLIENT BEARS THE ENTIRE RESPONSIBILITY FOR ITS COMPUTER NETWORK, INCLUDING CLIENT'S USE OF THE SOFTWARE, THE PERFORMANCE OF THE SERVICES AND THE SOFTWARE AND THE BEHAVIOR OF THE DATA ON EITHER CLIENT'S OR TRITECH'S COMPUTER NETWORK.
- D. TRITECH REPRESENTS AND WARRANTS TO CLIENT THAT, TO TRITECH'S CURRENT AND ACTUAL KNOWLEDGE, THE SOFTWARE, WHEN USED IN ACCORDANCE WITH THIS AGREEMENT, DOES NOT VIOLATE ANY EXISTING U.S. COPYRIGHTS, PATENTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY AS OF THE DATE OF THIS AGREEMENT. TRITECH SHALL INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED BY CLIENT ARISING OUT OF ANY BREACH OF THIS WARRANTY ON THE PART OF TRITECH.
- E. IN NO EVENT SHALL TRITECH'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CLIENT AS FEES FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE EVENT THAT GAVE RISE TO SUCH CLAIM; OR, IN THE CASE OF BODILY INJURY OR PROPERTY DAMAGE, FOR WHICH DEFENSE AND INDEMNITY COVERAGE IS PROVIDED BY TRITECH'S INSURANCE CARRIER(S), THE COVERAGE LIMITS OF SUCH INSURANCE.

X. Indemnification.

Client shall indemnify and hold harmless TriTech from, against, and in respect of the full amount of any and all liabilities, damages, and claims including without limitation, attorneys' fees, arising from, in connection with, or incident to the Client's use or misuse of the

Software, except as may otherwise be agreed to in writing by the parties, and except as to any material breach of this Agreement by TriTech.

XI. Assignment.

Client shall not transfer or assign any of its rights or obligations under this Agreement to any other person or entity without the express written permission of TriTech, which permission shall not be unreasonably withheld. Any assignment without such express written permission of TriTech shall result in the automatic termination of this Agreement.

XII. Written Notices.

Written notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) (three) 3 days after mailing by the party when notices are sent by First Class Mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service).

A. Written Notices to Client:

Written notices to Client may be provided at the address listed for Client on the signature page of this Agreement.

B. Written Notices to TriTech:

TriTech Software Systems
9477 Waples Street, Ste. 100
San Diego, CA 92121
Attention: Contracts

XIII. Governing Law.

Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Mississippi, without regard to its conflict of law provisions.

XIV. Integration.

This Agreement contains the entire understanding between the parties and supersede any proposal or prior agreement regarding the subject matter herein.

This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CLIENT

TRITECH SOFTWARE SYSTEMS

Accepted By (Signature)

Accepted By (Signature)

Printed Name

Printed Name

Title

Title

Date

Date

Address Line 1 – Company/Agency Name

Address Line 2 – Street Address

Address Line 3 – City, State, Zip

Schedule A

TECHNICAL SUPPORT

This Schedule describes the terms and conditions relating to technical support that TriTech will provide to Client during the Term of the Agreement.

Product Updates:

From time to time TriTech may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Client is receiving technical support from TriTech on the general release date for an Update, TriTech will provide the Client with the Update and related Documentation.

Technical Support Services:

Telephone Assistance. Client will be given the telephone number for TriTech's support line and will be entitled to contact the support line during normal operating hours, (between 7:30am and 7:30pm Central Time) on regular business days, excluding TriTech holidays, to consult with TriTech technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

Critical Priority Telephone Assistance after Normal Customer Service Hours. After Normal TriTech Customer Service Hours, emergency support for Subscription applications will be answered by our emergency paging service. When connected to the service, the Client shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a **Critical Priority Problem**).

Website Support. Online support is available 24 hours per day, offering Client the ability to resolve its own problems with access to TriTech's most current information. Client will need to enter its designated user name and password to gain access to the technical support areas on TriTech's website. TriTech's technical support areas allow Client to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

Software Problem Reporting. Client may submit requests to TriTech identifying potential problems in the Software. Requests should be in writing and directed to TriTech by e-mail, FAX, or through TriTech's Support website. TriTech retains the right to determine in its sole discretion the final disposition of all requests, and will inform Client of the disposition of each request. If TriTech decides in its sole judgment to act upon a request, it will do so by providing a bug fix as described above.

Scheduled Maintenance. Subscription applications may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the Subscription Updates, operating system updates/patches and updates to other third party applications as needed. Clients are notified of maintenance periods via an email message.

TriTech Service Commitment

Provided that Client remains current on payment of its Subscription fees and provides equipment and remote connectivity that meet TriTech's recommended specifications, TriTech shall:

- Maintain the Subscription Services hosting infrastructure which includes OS updates, third party software updates, and hardware upgrades.
- Provide product version updates within thirty (30) days of general availability for Cloud operations.
- Perform daily backups of application files.
- Perform multiple daily database backups.

Exclusions from Technical Support Services:

TriTech shall have no support obligations with respect to any third party hardware or software product ("Nonqualified Product"). If TriTech provides support services for a problem caused by a Nonqualified Product, or if TriTech's service efforts are increased as a result of a Nonqualified Product, TriTech will charge time and materials for extra service at its current published rates for custom software services. If, in TriTech's opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, TriTech shall so notify Client, and Client will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

Client Responsibilities:

In connection with TriTech's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

- 1) Provide hardware, operating system and browser software that meets TriTech's technical specifications, as well as a fast, stable, high speed connection and remote connectivity.
- 2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to TriTech are not due to hardware malfunction;
- 3) Maintain the designated computer system at the latest code revision level deemed necessary by TriTech for proper operation of the Software;
- 4) Supply TriTech with access to and use of all information and facilities determined to be necessary by TriTech to render the technical support described herein;
- 5) Perform any test or procedures recommended by TriTech for the purpose of identifying and/or resolving any problems;
- 6) At all times follow routine operator procedures as specified in the Documentation or any policies of TriTech posted on the TriTech website;
- 7) Other than TriTech's confidentiality obligations with respect to Client Information as set forth in Section VII of this Agreement, Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and

- 8) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

Security

- 1) TriTech maintains a Security program for security managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. TriTech will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).
- 2) If required by the Client, TriTech will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the TriTech staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse TriTech for the cost of TriTech Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable TriTech Offices. This provision will apply during the duration of this Agreement.

Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third party products - are not included in this priority matrix and are outside the scope of this Technical Support Schedule A.

This matrix defines the support issues, response times and resolutions for the Client's licensed Subscription application.

Note: Normal Customer Service Hours are 7:30am to 7:30pm (Central Time) on weekdays excluding holidays. Support after Normal Customer Service Hours is offered weekends, nights and holidays for Critical Priority issues only. Critical Priority (Priority 1) issues should always be reported via telephone at 800-987-0911.

Software Errors for other than Critical Priority may be reported via the web portal: TriTech.com; or email: CH_ClientServicesTriage@tritech.com. For CrimeView Dashboard, FireView Dashboard, CrimeMapping.com; NEARme, Field Ops: CrimeViewSupport@tritech.com.

Priority	Priority Definition	Response Times
Priority 1 – Critical Priority	Search. 24X7 Support for live operations on the production system. This is defined as the following: - The applicable server is down and all workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries. - The applicable system is inoperable due to data loss or corruption caused by TriTech Software This means that one or more TriTech server components are down or inaccessible, disabling all usability of Client's workstations These Software Errors are defined in <i>Special Note #1</i>, below.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered immediately and managed by the first available representative but not longer than 5 minutes. After Normal Customer Service Hours: Thirty (30) minute callback after client telephone contact to 800.987.0911. Priority 1 issues must be called in via 800.987.0911 to receive this level of response. There are no Priority 1 issues for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops
Priority 2 – Urgent Priority	Normal Customer Service Hours Support: A serious software error with no workaround and not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function. Such errors will be consistent and reproducible. Generally, this means that a significant number of the system workstations are negatively impacted by this error (e.g. does not apply to a minimal set of workstations). These Software Errors are defined in <i>Special Note #2</i>, below.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative but not longer than 5 minutes. Priority 2 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme are not managed after Normal Customer Service Hours. Customer Service Number 800.228.1059 for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops

Priority	Priority Definition	Response Times
Priority 3 - High Priority	Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, which has a workaround available, but which does negatively impact the User from performing common system functions. Such errors will be consistent and reproducible. - The system is unable to transfer data from external system to the TriTech system - The system update causing system functions to be inoperative with no workaround A significant number of workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative. Priority 3 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme are not managed after Normal Customer Service Hours. Customer Service Number 800.228.1059 for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops
Priority 4 – Medium Priority	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of User workflow but does not significantly impact their job function.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative. Priority 4 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme are not managed after Normal Customer Service Hours. Customer Service Number 800.228.1059 for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops
Priority 5 – Low Priority	Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions would be a part of this level.	Normal Customer Service Hours: Telephone calls to 800.987.0911 will be answered and managed by the first available representative. Priority 5 issues for Search, CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, and NEARme not managed after Normal Customer Service Hours. Customer Service Number 800.228.1059 for: CrimeView Dashboard FireView Dashboard CrimeMapping.com NEARme Field Ops

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Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	TriTech will work (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible.
Priority 2 – Urgent Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	TriTech will work to provide the Client with a solution that allows the Client to resume normal operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible.
Priority 3 - High Priority	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration impact of the issue on the Client, TriTech's User base, and the date of submission. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Medium Priority	If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
Priority 5 – Low Priority	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

Special Note #1: Priority 1 –Search Critical Priority issues meeting the previously noted criteria are defined as follows:

- a. The server is down and all workstations will not launch or function; the Client is experiencing complete interruption of ability to do perform queries.
- b. The system is inoperable due to data loss or corruption caused by TriTech Software

There are no Priority 1 issues for CrimeView Dashboard, FireView Dashboard, CrimeMapping.com, or NEARme.

Special Note #2: Priority 2 Urgent Priority issues meeting the previously noted criteria are defined as follows:

- a. The System has a serious Software Error that severely impacts the ability of Users to perform critical work functions. Such errors will be consistent and reproducible.
- b. The system is unable to generate and render reports

ADDENDUM 1

BUSINESS ASSOCIATE ASSURANCE

In the event that TriTech Software Systems (referred to herein as "TriTech") is deemed to be a "Business Associate" of Customer, and Customer is a "Covered Entity," as those terms are defined in 45 C.F.R. § 160.103, TriTech, effective on or after April 14, 2003, or such other implementation date established by law, will carry out its obligations under this Agreement in material compliance with the regulations published at 65 Federal Register 82462 (December 28, 2000) (the "Privacy Regulations") pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable, protected health information ("PHI") that is collected, processed or learned in connection with TriTech supplied services. In conformity therewith, Contractor agrees that it will use its reasonable best efforts to:

- Not use or further disclose PHI except: (i) as permitted under separate TriTech Support Agreement; (ii) as required for the proper management and administration of TriTech in its capacity as a HIPAA Business Associate of Customer, in the event TriTech is deemed to be a Business Associate of Customer for these specified purposes; or (iii) as required by law;
- Use appropriate reasonable safeguards to prevent use or disclosure of PHI except as permitted by the TriTech Service Agreement;
- Report to Customer any use or disclosure of PHI not provided for by the TriTech Service Agreement of which TriTech becomes aware;
- Ensure that any agents or subcontractors to whom TriTech provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to TriTech with respect to such PHI;
- Make PHI available to the individual who has a right of access as required under HIPAA in the event TriTech maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available for amendment and incorporate any amendments to PHI when notified to do so by Customer in the event that TriTech maintains any PHI in a designated record set as defined by 45 C.F.R. § 164.501;
- Make available to Customer the information required to provide an accounting of the disclosures of PHI, if any, made by TriTech on Customer's behalf, provided such disclosures are of the type for which an accounting must be made under the Privacy Regulations;
- Make its internal practices, books and records relating to the use and disclosure of Customer's PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Customer's compliance with HIPAA and the Privacy Regulations;
- At the termination of the TriTech Service Agreement, return or destroy all PHI received from, or created or received by TriTech on behalf of Customer. In the event the return or destruction of such PHI is infeasible, TriTech' obligations as defined in this Business Associate Assurance shall continue in force and effect so long as TriTech possesses any PHI, notwithstanding the termination of the Agreement for any reason. Notwithstanding any provisions of the TriTech Service Agreement to the contrary, Customer may terminate the Agreement if Customer determines that TriTech has violated a material term of the Agreement with respect to its functions as a Business Associate.
- Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic

Protected Health Information ("e-PHI") that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Security Rule at 45 C.F.R. §164.308, *et seq.*

- Implement reasonable and appropriate policies and procedures to comply with the standards, required implementation specifications, or other requirements of the Security Rule that apply to Business Associates.
- Promptly report to Covered Entity any Security Incident of which it becomes aware.
- Comply with applicable breach notification provisions and notify Customer of a breach of unsecured PHI in accordance with Subpart D of 45 C.F.R. Part 164, as applicable.

Permitted and Required Uses and Disclosures by TriTech

Except as otherwise limited by the Agreement, TriTech may use or disclose PHI as necessary to perform any and all functions, activities, or services for, or on behalf of Customer if such use or disclosure of PHI would not violate applicable laws and regulations relating to the privacy and security of PHI. Except as otherwise limited in the Agreement, TriTech may use PHI for the proper management and administration of TriTech or to carry out the legal responsibilities of TriTech. TriTech may disclose PHI for those purposes required or otherwise permitted under applicable law or regulations. Except as otherwise limited by the Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B) if TriTech has been otherwise engaged by Customer to perform these services.

ADDENDUM 2
TRITECH QUOTE/SALES ORDER
(Attached)



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 07/11/2018

Subject: Resolution - to approve Change Order #1 to contract with Phoenix Fabricators and Erectors, LLC., for the Bayou View Water Tank Replacement Project, and to authorize the Mayor to execute the same.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: July 11, 2018

**Re: Request to Approve Change Order #1
Bayou View Water Tank Replacement Project
Bids Received 006/15/2017**

Please see attached letters of recommendation from Ben Benvenuti, Principal Engineer with Covington Civil and Engineering and Kris Riemann, City Engineer, requesting approval of the Change Order #1 for an additive amount of \$74,783.33. No additional time is being requested.

The change order is necessary due to property acquisition phase taking much longer than anticipated. Unfortunately, the additional time resulted in material price escalation and labor costs increases from June 2017 to present time.

Original Contract Amount	\$2,413,550.00
Change Order #1	\$74,783.33
Total Contract Price	\$2,488,222.83

It is my recommendation that you approve this request. Thank you for your consideration.

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing
CC: Mayor Billy Hewes Dr. John Kelly, CAO
Linda Elias, Finance Wayne Miller, P.E., Public Works
From: Kris Riemann, P.E. *R KR*
Date: 7/10/18
Re: **Change Order Number 1**
-Bayou View Water Tank Replacement Project

Attached for your consideration is the referenced change order number 1, in the additive amount of \$74,783.83 and 0 calendar days of time. This change is necessary due to the project property acquisition phase taking longer than anticipated. These expenses are due to the escalation of material and labor costs between June 2017 and July 2018. Note, that this total project cost is \$2,488,333.83 which is still \$219,666.17 lower than the next lowest bidder.

This project is designed to remove the existing 500,000 gallon water tank located in Bayou View at 51st Street and replace this tank with a 750,000 gallon composite tank. The new tank height will be 182 feet as approved by the Federal Aviation Administration and the Gulfport-Biloxi Airport Authority. The project is funded by the 2014 Bond Issue and FY 2017 Capital Project Funds. These funds are in place so NO additional funds are needed.

The firm of Covington Civil and Environmental, LLC. has completed the Engineering design and will oversee the inspection.

I recommend approval of the change order. Please place this item on the July 17, 2018 Council Agenda.

Attachments: 1. Benjamin Benvenuti, P.E., letter dated 7/6/18
2. Change Order No. 1



July 6, 2018

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

**Re: Bayou View Water Tank Replacement Project
Recommendation for Change Order #1**

Dear Mr. Riemann:

Per your authorization, bids were received on June 15, 2017 for the subject project and the project was awarded to Phoenix Fabricators and Erectors, LLC (Contractor) by the Gulfport City Council on July 5, 2017. Although the contract was awarded to the Contractor, the execution of the contract was delayed due to necessary property acquisition by the City of Gulfport. The required property acquisition has been completed and the project is ready to move into the construction phase.

Due to the delay in starting the project and the escalation of material and labor costs between June of 2017 and July of 2018, the Contractor has requested additional costs outlined in Change Order #1. Covington has negotiated with Phoenix Fabricators and Erectors, LLC to determine the increased project costs associated with the project delay. The negotiated costs appear to be reasonable when compared to material and labor cost escalation over the past 12 months.

Attached to this letter, please find a copy of the change order document, a breakdown of the costs associated with this change order, the cost analysis and negotiation spreadsheet, a bid extension letter and cost justification provide by the Contractor.



The total project cost including this change order will be \$2,488,333.83 which is \$219,666.17 below the second lowest bidder's cost of \$2,708,000.00. Covington has reviewed and recommends the City of Gulfport approve Change Order #1 in the amount of \$74,783.83.

Should you need any additional information or clarification, please contact me at (228) 396-0486 or ben@ccellc.us.

Sincerely,

COVINGTON CIVIL & ENVIRONMENTAL, LLC

A handwritten signature in black ink, appearing to read "BBB", followed by a horizontal line extending to the right.

Benjamin B. Benvenuti, P.E.
Principal Engineer

Enclosures

Date of Issuance: July 5, 2018

Effective Date: July 17, 2018

Owner: City of Gulfport

Owner's Contract No.:

Contractor: Phoenix Fabricators and Erectors, Inc.

Contractor's Project No.:

Engineer: Covington Civil and Environmental

Engineer's Project No.: 16020

Project: Bayou View Water Tank Replacement

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

Due to the delay in starting the project and the escalation of material and labor costs between June of 2017 and July of 2018, the Contractor has requested additional costs outlined in Change Order #1 below.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>2,413,550.00</u>	Original Contract Times: Substantial Completion Phase 1: <u>450 calendar days</u> Substantial Completion Phase 2: <u>60 calendar days following Phase 1</u> Ready for Final Payment: <u>510 calendar days</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price prior to this Change Order: \$ <u>2,413,550.00</u>	Contract Times prior to this Change Order: Substantial Completion Phase 1: <u>450 calendar days</u> Substantial Completion Phase 2: <u>60 calendar days following Phase 1</u> Ready for Final Payment: <u>510 calendar days</u>
Increase of this Change Order: \$ <u>74,783.83</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0 days</u> Ready for Final Payment: <u>0 days</u>
Contract Price incorporating this Change Order: \$ <u>2,488,333.83</u>	Contract Times with all approved Change Orders: Substantial Completion Phase 1: <u>450 calendar days</u> Substantial Completion Phase 2: <u>60 calendar days following Phase 1</u> Ready for Final Payment: <u>510 calendar days</u>

RECOMMENDED:		ACCEPTED:	
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>[Signature]</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>PRINCIPAL ENGINEER</u>	Title: <u></u>	Title: <u>V.P.</u>	
Date: <u>JULY 6, 2018</u>	Date: <u></u>	Date: <u>JULY 5, 2018</u>	

**Bayou View Water Tank Replacement Project
Change Order No. 1 Cost Breakdown**

The following revised unit cost shall be added to the contract:

<u>Item No.</u>	<u>Description</u>	<u>QTY</u>	<u>U/M</u>	<u>Original Unit Price</u>	<u>Revised Unit Price</u>	<u>Amount Added to Contract</u>
02234-A	Crushed Limestone (PM)	630	CY	\$ 70.00	\$ 75.60	\$ 3,528.00
02512-A	Hot Bituminous Pavement (3" Thick) (MDOT SC-1) (PM)	950	SY	\$ 22.00	\$ 24.20	\$ 2,090.00
02512-B	Asphalt Fitness Track (FM)	350	LF	\$ 34.00	\$ 37.40	\$ 1,190.00
02660-B	16" Ductile Iron Water Main	60	LF	\$ 70.00	\$ 84.00	\$ 840.00
02660-C	Ductile Iron Fittings	0.2	TON	\$ 15,000.00	\$ 18,000.00	\$ 600.00
02660-D	Water Main Adjustment	1	EACH	\$ 8,000.00	\$ 8,800.00	\$ 800.00
02662-A	Water Main Connection	1	LS	\$ 2,500.00	\$ 2,750.00	\$ 250.00
02721-A	Cast-in-Place Concrete Minor Structures (Headwalls, 3,000 PSI)	1	EACH	\$ 4,000.00	\$ 4,400.00	\$ 400.00
02721-B	Cast-in-Place Concrete Minor Structures (Drain Inlet, 4,000 PSI)	1	EACH	\$ 2,500.00	\$ 2,750.00	\$ 250.00
02721-C	Cast-in-Place Concrete Minor Structures (Junction Box, 4,000 PSI)	1	EACH	\$ 4,500.00	\$ 4,950.00	\$ 450.00
02722-A	18" RCP	144	LF	\$ 35.00	\$ 38.50	\$ 504.00
02722-B	18" RCP Flared End Section	3	EACH	\$ 1,000.00	\$ 1,100.00	\$ 300.00
02722-A	48" RCP	24	LF	\$ 150.00	\$ 165.00	\$ 360.00
02990-A	6 ft PVC Coated Fence	700	LF	\$ 26.00	\$ 28.60	\$ 1,820.00
02990-B	Swing Gate	1	LS	\$ 1,500.00	\$ 1,650.00	\$ 150.00
02998-A	Concrete Pads	4	EACH	\$ 6,500.00	\$ 7,475.00	\$ 3,900.00
02996-A	750,000 Gallon Composite Elevated Storage Tank with an Overflow Elevation of 182	1	LS	\$ 2,020,660.00	\$ 2,078,011.83	\$ 57,351.83
Total Added to Contract =						\$ 74,783.83

Bayou View Water Tank Replacement Project

Change Order #1 - Cost Analysis and Negotiation

ITEM	CONTRACTOR REQUESTED COST INCREASE	CONTRACTOR REQUESTED % INCREASE	NEGOTIATED COST INCREASE	NEGOTIATED % INCREASE
Tank Accessories - Materials	sub-total = \$ 41,139.00		sub-total = \$ 40,425.85	
304L Pipe and Fittings	\$ 11,520.00	43%	\$ 10,929.37	41%
Platforms, Brackets, Rails	\$ 1,961.00	24%	\$ 1,931.28	24%
Steel Plate	\$ 27,658.00	26%	\$ 27,565.20	26%
Paint - Materials	sub-total = \$ 7,195.00		sub-total = \$ 5,735.00	
Paint	\$ 6,800.00	19%	\$ 5,340.00	15%
Sand	\$ 395.00	5%	\$ 395.00	5%
Support Pedestal Rebar	sub-total = \$ 1,590.00		sub-total = \$ 1,568.38	
Pedestal Rebar - 26,538 lbs	\$ 1,062.00	10%	\$ 1,061.50	10%
Pedestal Mesh - 26,400 lbs	\$ 528.00	4%	\$ 506.88	4%
Increase in Daily Subsistence/Fuel Increase	sub-total = \$ 8,344.00		sub-total = \$ 7,605.00	
Daily Subsistence/Person x 802 days	\$ 8,020.00	11%	\$ 3,609.00	5%
Diesel Fuel x 5,400 gal	\$ 324.00	3%	\$ 3,996.00	3%
Foundation Rebar	sub-total = \$ 2,018.00		sub-total = \$ 2,017.60	
Foundation Rebar - 50,441 lbs	\$ 2,018.00	10%	\$ 2,017.60	10%
Site Work / Site Utility Materials	sub-total = \$ 26,634.00		sub-total = \$ 17,432.00	
Crushed Limestone x 630 cy	\$ 4,410.00	10%	\$ 3,528.00	8%
Hot Bituminous Pavement x 950 sy	\$ 2,090.00	10%	\$ 2,090.00	10%
Asphalt Fitness Track x 350 lf	\$ 1,190.00	10%	\$ 1,190.00	10%
16" Ductile Iron Wter Main x 60 lf	\$ 840.00	20%	\$ 840.00	20%
Ductile Iron Fittings x 0.2 ton	\$ 600.00	20%	\$ 600.00	20%
Water Main Adjustment	\$ 1,600.00	20%	\$ 800.00	10%
Water Main Connection	\$ 500.00	20%	\$ 250.00	10%
Cast-in-Place Concrete Minor Structures	\$ 1,100.00	10%	\$ 1,100.00	10%
18" RCP x 144 lf	\$ 504.00	10%	\$ 504.00	10%
18" RCP Flared End Section x 3 ea	\$ 300.00	10%	\$ 300.00	10%
48" RCP x 24 lf	\$ 360.00	10%	\$ 360.00	10%
6 ft PVC Coated Fence x 700 lf	\$ 3,640.00	20%	\$ 1,820.00	10%
Swing Gate	\$ 300.00	20%	\$ 150.00	10%
Concrete Pads x 4 ea	\$ 5,200.00	20%	\$ 3,900.00	15%
Re-surveying	\$ 4,000.00	100%	\$ -	0%
Total = \$ 86,920.00			Total = \$ 74,783.83	



July 5, 2018

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

**Re: Bayou View Water Tank Replacement Project
Bid Extension**

Dear Mr. Riemann:

Construction bids were received on June 15, 2017 for the subject project and the project was awarded to Phoenix Fabricators and Erectors, LLC (Contractor) on July 12, 2017. Although the contract was awarded, the execution of the contract was delayed due to necessary property acquisition by the City of Gulfport. It is our understanding the property acquisition has been completed and the project is ready to move forward with construction.

Due to the delay in starting the project and the escalation of material and labor costs between June of 2017 and July of 2018, we request additional costs outlined and agreed upon in Change Order #1.

Through this letter, Phoenix Fabricators and Erectors, LLC extends our bid submitted on June 15, 2017 for the above referenced project through July 2018. Upon execution of the construction contract and change order #1, Phoenix Fabricators and Erectors agrees to all terms and conditions included in the Contract Documents (Including to but not limited to Drawings, Specifications and Addendums) of which our bid was developed and submitted on June 15, 2017. Our contract surety bonds and certificates of insurance for this project are valid and will remain in effect for the duration of the project.

We have a shaft crew scheduled to start on this project on October 1, 2018. To hold this schedule, we will need shop drawings approved and a notice to proceed by July 25, 2018. With these approvals, our site crew will begin working by August 1, 2018.



Should you need any additional information or clarification, please contact me at (270) 318-1217.

Sincerely,

Jonathan R. Dixon, V.P.

Cc: Ben Benvenuti w/Covington Civil and Environmental

Phoenix Fabricators and Erectors, LLC
 Bayou View Water Tank Replacement
 5/8/18

<u>Item</u>	<u>Original Cost</u>	<u>Current Cost</u>	<u>Additional Cost</u>
Tank Accessories - Materials			\$41,139.00
✓ 304L Pipe and Fittings	\$26,657.00	\$38,177.00	
✓ Platforms, Brackets, Rails	\$8,047.00	\$10,008.00	
✓ Steel Plate	\$106,020.00	\$133,678.00	
Paint - Materials			\$7,195.00
Paint	\$35,600.00	\$42,400.00	
Sand	\$8,500.00	\$8,895.00	
Support Pedestal Rebar			\$1,590.00
✓ Pedestal Rebar - 26,538 lbs	\$10,615.00	\$11,677.00	
✓ Pedestal Mesh - 26,400 lbs	\$12,672.00	\$13,200.00	
Increase in Daily Subsistence/Fuel Increase			\$8,344.00
Daily Subsistence/Person x 802 Days	\$90.00	\$100.00	
Diesel Fuel x 5400 Gallons	\$2.34	\$2.40	
Foundation Rebar			\$2,018.00
Foundation Rebar - 50,441 lbs	\$20,176.00	\$22,194.00	
Site Work / Site Utility Materials			\$26,634.00
Crushed Limestone x 630 CY	\$70.00	\$77.00	
Hot Bituminous Pavement x 950 SY	\$22.00	\$24.20	
Asphalt Fitness Track x 350 LF	\$34.00	\$37.40	
16" Ductile Iron Water Main x 60 LF	\$70.00	\$84.00	
Ductile Iron Fittings x 0.2 Ton	\$15,000.00	\$18,000.00	
Water Main Adjustment	\$8,000.00	\$9,600.00	
Water Main Connection	\$2,500.00	\$3,000.00	
Cast-In-Place Concrete Minor Structures	\$11,000.00	\$12,100.00	
18" RCP x 144 LF	\$35.00	\$38.50	
18" RCP Flared End Section x 3 Each	\$1,000.00	\$1,100.00	
48" RCP x 24 LF	\$150.00	\$165.00	
6 ft PVC Coated Fence x 700 LF	\$26.00	\$31.20	
Swing Gate	\$1,500.00	\$1,800.00	
Concrete Pads x 4 Each	\$6,500.00	\$7,800.00	
Re-surveying		\$4,000.00	
Total			\$86,920.00

Bid. - reelpipe

<https://outlook.office.com/owa/?viewmodel=ReadMessageItem&Itc...>

mel, please email back

Bid.

304L Pipe & Fittings

To: Brandon Williams <Brandon.Williams@phoenixtank.com>

New

Mon 5/7/2018 11:09 AM

To: reelpipe <reelpipe@reelpipe.net>;

Billy,

Please quote the following items for a bid. Domestic Materials. Delivery would be to Seabee.

QUANTITY 304 SS

1 - 12" 150# Slip on Weld Flange	132.40	
1 - 12" 150# Slip On Weld Flange Stainless	504.00 584.25	
140' - 12" Schedule 10S Stainless Pipe	58.95	8253.00
1 - 12" Isolation Kit	59.25	
2 - 16" 150# Slip On Weld Flange	275.00	550
4 - 16" 150# Slip On Weld Flange Stainless	864.00	3456
4 - 16" Isolation Kits	76.15	304.60
240' - 16" Schedule 10S Stainless Pipe	90.00	21,720
1 - 3" 150# Slip On Weld Flange	16.55	
1 - 3" Flanged Gate Valve Non Rising Stem	226.15	
1 - 3" 150# Slip On Weld Flange Stainless	65.00	
1 - 3" Isolation Kit	15.75	
1 - 3" Weld on 90 Elbow Stainless 10S	21.00	
20' - 3" Schedule 10S Stainless Pipe	10.65	213
23 - Lengths 2-1/2" Standard Wall Black Pipe Plain End	5.00	2537.90
2' each		

Thanks,
Brandon

38,176.45

THANKS!
Billy

HEL, PLEASE E MAKE BACK

To: Brandon Williams <Brandon.Williams@phoenixtank.com>
 From: reelpipe <reelpipe@aol.com>

Subject: 3628

Date: Wed, Aug 2, 2017 8:08 am

old

Good morning,

Please quote the following for delivery to my Sebree Kentucky location. Domestic materials.
 (QUOTATION 301155)

1 - 12" 150# Slip On Weld Flange	105.20	
1 - 12" 150# Slip On Weld Flange Stainless	286.00	(Buy America Act)
140' - 12" Schedule 10S Stainless Pipe	4270.59	78
1 - 12" Isolation Kit	59.25	
2 - 16" 150# Slip On Weld Flange	192.75	(Buy America Act)
4 - 16" 150# Slip On Weld Flanges Stainless	561.00	224.00
4 - 16" Isolation Kits	176.15	304.60
240' - 16" Schedule 10S Stainless Pipe	61.85	14,894
1 - 3" 150# Slip On Weld Flange	13.15	
1 - 3" Flanged Gate Valve Non Rising Stem	301.50	(Buy America Act)
1 - 3" 150# Slip On Weld Flange Stainless	39.35	
1 - 3" Isolation Kit	15.15	
1 - 3" Weld on 90 Stainless	17.85	
20' - 3" Schedule 10S Stainless Pipe	76.00	152.
418' 23 - Lengths 2-1/2" Standard Wall Black Pipe Plain End	395.19	1907.85

Thanks,
 Brandon

\$26,657

THANKS!
 BILLY

New
Steel Plate



PHOENIX FABRICATORS & ERECTORS

New Orders for July ETS

Valid 5/14/2018

This pricing also applies to Phoenix's facility in Sebree, Kentucky.

Replaces

4/9/2018

PPI# 75136

ASTM A36/ASTM A283

Prices below are for widths 72"-120"; lengths 120" - 480"

BASE PRICE

Price (\$/cwt.)

3/8-2" thick x 72-120" wide x 120" - 480" long

\$47.50

FOB Burns Harbor

THE FOLLOWING EXTRAS APPLY:

<60" wide	no quote
3/16" thick	no quote
1/4" x 48 - <60" wide	\$9
1/4" x 60 - <72" wide	\$7
1/4" x 72 - 96"	\$5
1/4" x >96" - 120"	\$9
5/16" x 48 - <60" wide	\$5
5/16" x 60 - <72" wide	\$3
5/16" x 72-96"	\$1
5/16" x >96" - 120"	\$3
ADD'L EXTRAS TO APPLY IF NEEDED	
>120" - 132" wide	\$2
>132"- 150" wide	\$4.50
96" < 120" long	\$1.00
>2-3" thick	\$2.00
refer patterns >48,000#	
waive quantity extra 10,000# and above	
all other published extras, including quantity <10k#, apply	
Quantity extra for 6000# to 10,000# = \$.60/CWT	

New

Steel Price Build Up for Estimating

PFE

6/5/2018 8:51

Price (\$/cwt)	\$ 47.50 (Mittal as of 6/1/18)
Plus:	
Adders	\$ 3.00 (extras per Mittal price sheet)
Delivery	\$ 2.00
Scrap (5-10%)	\$ 5.50
Total for Est.	\$ 58.00

old



ArcelorMittal

PHOENIX FABRICATORS & ERECTORS

New Orders for Apr-May'17 ETS

2/21/2017

This pricing also applies to Phoenix's facility in Sebree, Kentucky.

replaces

1/26/2017

PPI# 70629

Based on the Sales Plan

ASTM A36/ASTM A283

Prices below are for widths 72"-120"; lengths 120" - 480"

Price (\$/cwt.) FOB Burns Harbor

3/16" - <1/4"	\$42.00
1/4"	\$38.00
>1/4" - < 5/16"	\$38.00
5/16" - < 3/8"	\$37.00
3/8" - 2"	\$36.00
>2" - 3"	\$38.00

THE FOLLOWING EXTRAS APPLY:

<48" wide	refer
1/4" to < 5/16", < 72" Wide	Inquire
5/16 to <3/8"; 48" < 60" wide	\$6.00/cwt.
3/8" and up; 48" < 60" wide	\$3.00/cwt.
> 5/16", 60" < 72" wide	\$2.00/cwt.
>120" - 132" wide	\$2.00/cwt.
>132"- 150" wide	\$4.50/cwt.
96" < 120" long	\$1.00/cwt.
refer patterns >48,000#	
waive quantity extra 10,000# and above	
all other published extras, including quantity <10k#, apply	

Steel Price Build Up for Estimating

Old

PFE

5/5/2017 0:00

Price (\$/cwt)	\$ 37.00	(Mittal as of 5/1/17)
Plus:		
Adders	\$ 3.00	(extras per Mittal price sheet)
Delivery	\$ 2.00	
Scrap (5-10%)	\$ 3.70	
Total for Est.	\$ 45.70	



National Strength. Local Service.

Harris Rebar Nufab LLC

PO Box 1587
Slidell, LA 70459-1587

Rebar New

Date : June 5, 2018

Est # : CP134R

Project : City Of Gulfport – 750,000 Gallon Composite Tank Fdn

Bid : N/A

Location : Gulfport, Ms

Addenda : N/A

We propose to furnish all reinforcing steel, cut, bent, bundled, and tagged with placing plans or placing lists per CRSI Manual Of Standard Practice – FOB jobsite for the lump sum (excluding taxes) of :

750,000 GALLON COMPOSITE TANK FOUNDATION – (PER PROVIDED REINFORCING TAKE OFF) :
APPROX: 26,538 LBS OF REINFORCING STEEL FOR \$ 0.44 / PER LB + TAX

INCLUSIONS :

- (1) DELIVERY TO JOB SITE

EXCLUSIONS :

- ANY APPLICABLE TAXES
- ANY BAR SUPPORTS OR ACCESSORIES
- ANY WELDABLE, EPOXY, STAINLESS, THREADED, SMOOTH OR GALVANIZED REINFORCING STEEL

QUOTE IS VALID FOR 15 BUSINESS DAYS

IF PRICE IS ACCEPTED IT WILL REMAIN FIRM UNTIL May 31, 2019 AT WHICH TIME IT WILL ESCALATE \$20.00 PER TON AND THEN ESCALATE \$ 20.00 PER TON EVERY 3 MONTHS THEREAFTER UNTIL COMPLETION OF SHIPMENTS ON ANY MATERIAL REMAINING.

PAYMENT TERMS ARE NET 30 DAYS

PRINT NAME : Jerry Smith

PO# : 3628

SIGN NAME : [Signature]

DATE : 6/5/18

Chad Palen | Sales

Harris Rebar | 250 Stone Rd. | Slidell, LA. 70460

Office ☎: (985) 641-9090 | Mobile ☎: (985) 259-2607 | Fax ☎: (985) 607-0274

cpalen@harrisrebar.com



National Strength. Local Service.

Harris Rebar Nufab LLC

PO Box 1587

Slidell, LA 70459-1587

old

Date : August 15, 2017

Est # : CP134

Project : City Of Gulfport – 750,000 Gallon Composite Tank Fdn

Bid : N/A

Location : Gulfport, Ms

Addenda : N/A

We propose to furnish all reinforcing steel, cut, bent, bundled, and tagged with placing plans or placing lists per CRSI Manual Of Standard Practice – FOB jobsite for the lump sum (excluding taxes) of :

750,000 GALLON COMPOSITE TANK FOUNDATION – (PER PROVIDED REINFORCING TAKE OFF) :

APPROX: 26,538 LBS OF REINFORCING STEEL FOR \$ 0.32 / PER LB + TAX

INCLUSIONS :

- (1) DELIVERY TO JOB SITE

EXCLUSIONS :

- ANY APPLICABLE TAXES
- ANY BAR SUPPORTS OR ACCESSORIES
- ANY WELDABLE, EPOXY, STAINLESS, THREADED, SMOOTH OR GALVANIZED REINFORCING STEEL

QUOTE IS VALID FOR 15 BUSINESS DAYS

IF PRICE IS ACCEPTED IT WILL REMAIN FIRM UNTIL August 15, 2018 AT WHICH TIME IT WILL ESCALATE \$20.00 PER TON AND THEN ESCALATE \$ 20.00 PER TON EVERY 3 MONTHS THEREAFTER UNTIL COMPLETION OF SHIPMENTS ON ANY MATERIAL REMAINING.

PAYMENT TERMS ARE NET 30 DAYS

PRINT NAME : _____

PO# : _____

SIGN NAME : _____

DATE : _____

Chad Palen | Sales

Harris Rebar | 250 Stone Rd. | Slidell, LA. 70460

Office ☎ : (985) 641-9090 | Mobile ☎ : (985) 259-2607 | Fax ☎ : (985) 607-0274

cpalen@harrisrebar.com

Telephone: 985.641.9090 Facsimile: 985.641.9094
LA Contractors License #54538 / AL Contractors License #S-49224

Jerry Smith

From: Chad Taylor <ctaylor@oklahomasteel.com>
Sent: Tuesday, May 8, 2018 9:40 AM
To: Jerry Smith
Subject: RE: Gulfport MS #3628
Attachments: Quote form.doc

Mesh.

Here is the current price.

From: Jerry Smith [mailto:Jerry.Smith@phoenixtank.com]
Sent: Monday, May 07, 2018 12:49 PM
To: Chad Taylor <ctaylor@oklahomasteel.com>
Subject: Gulfport MS #3628

Chad

call me about this job!!

WWF 6 X 6 W6.3 X W5.0	8'-6" by 17'-0" - 10 each
WWF 6 X 6 W6.3 X W5.0	8'-0" by 17'-0" - 20 each
WWF 6 X 6 W6.3 X W12.1	8'-0" by 17'-6" - 24 each
WWF 6 X 6 W6.3 X W9.6	8'-0" by 17'-6" - 36 each
WWF 6 X 6 W6.3 X W6.3	8'-0" by 17'-6" - 108 each

Please price as usual with weights of sheets, and delivery.
Thanks

Iowa Steel & Wire Co., Inc.

1500 W. Van Buren
 Centerville, Iowa 52544
 800-325-5118 Toll Free
 (515) 437-1667 Fax

**Oklahoma Steel & Wire Co., Inc.**

PO Box 220
 Madill, Oklahoma 73446
 800-654-4164 Toll Free
 (580) 795-7422 Fax

Mesh New

QUOTE:Phoenix Fabricators

10 sheets

6x6xW6.3xW6.3 8'6" x 17' 127.55#
 \$63.77 each

637.70

20 sheets

6x6xW6.3xW6.3 8' x 17' 120.26#
 \$60.13 each

1202.60

24 sheets

6x6xW6.3xW12.1 8'x 17'6" 179.06#
 \$89.53 each

2148.72

36 sheets

6x6xW6.3xW9.6 8' x 17'6" 155.24#
 \$77.62 each

2794.32

108 sheets

6x6xW6.3xW6.3 8' x 17'6" 123.80#
 \$61.90 each

6685.20

\$1550 freight

1550

5 week lead time.

15,018.54

26,938 #

Let us know if you have any questions.

Thanks,

Dave Blackwell/Chad Taylor
 Oklahoma Steel & Wire

Iowa Steel & Wire Co., Inc.

1500 W. Van Buren
Centerville, Iowa 52544
800-325-5118 Toll Free
(515) 437-1667 Fax



Oklahoma Steel & Wire Co., Inc.

PO Box 220
Madill, Oklahoma 73446
800-654-4164 Toll Free
(580) 795-7422 Fax

01d

QUOTE:

Phoenix Fabricators

10 sheets

6x6xW6.3xW6.3 8'6" x 17' 127.55#
\$61.22 each **612.20**

20 sheets

6x6xW6.3xW6.3 8' x 17' 120.26#
\$57.72 each **1,154.40**

24 sheets

6x6xW6.3xW12.1 8' x 17'6" 179.06#
\$85.95 each **2,062.80**

36 sheets

6x6xW6.3xW9.6 8' x 17'6" 155.24#
\$74.50 each **2,682**

108 sheets

6x6xW6.3xW6.3 8' x 17'6" 123.80#
\$59.42 each **6,417.36**

\$1200 freight **1200**

4 week lead time **\$14,128.76**

Let us know if you have any questions.

Thanks,

Chad Taylor
Oklahoma Steel & Wire
300-654-4164

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 CHANGE ORDER #1 TO CONTRACT WITH PHOENIX
FABRICATORS AND ERECTORS, LLC, FOR THE BAYOU VIEW WATER TANK
REPLACEMENT PROJECT, TO AUTHORIZE THE MAYOR TO EXECUTE SAID
CHANGE ORDER AND FOR RELATED PURPOSES**

WHEREAS, Phoenix Fabricators and Erectors, LLC, was awarded the contract for the Bayou View Water Tank, which project was the replacement of the Bayou View Water Tank, to include removal of the existing 500,000 gallon water tank located in Bayou View at 51st Street and replace this tank with a 750,000 gallon composite tank; and

WHEREAS, certain and various changes to the contract as more fully set forth in the attached Change Order #1 (which is attached hereto as a part of Exhibit “A”), resulting in an INCREASE in costs (\$74,783.83), as more fully described in the memorandum from the City Purchasing Manager Connie Debenport; and

WHEREAS, the Covington Civil and Environmental, LLC, the Director of the Department of Leisure Services, and the Purchasing Manager have recommended approval of Change Order #1; and

WHEREAS, approval of Change Order #1 is in the best interest of the City of Gulfport.

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

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

SECTION 2. That Change Order #1 to the City's contract with Phoenix Fabricators and Erectors, LLC be and it is hereby approved in the form as is found in Exhibit "A" to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 07/06/2018

Subject: Resolution - approving Certificate of Partial Substantial Completion for the Repair of Damages to Piers Caused by Hurricane Nate Project and authorizing the Mayor to execute the same.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, Purchasing Manager

Date: July 6, 2018

**Re: Pier Damage Repair
Certificate of Substantial Completion**

Please see attached documentation submitted from BMA requesting your approval of the Certificate of Substantial Completion for the Pier Repairs. All work was substantially complete as of June 29, 2018.

It is my recommendation that you approve this request. Thank you for your consideration.

CERTIFICATE OF PARTIAL SUBSTANTIAL COMPLETION

City of Gulfport

Repair of Damages to Piers Caused by Hurricane Nate
BMA Project # 13-3383A-30

DATE OF ISSUANCE: July 2, 2018

OWNER: City of Gulfport

CONTRACTOR: Gulf Breeze Landscaping, LLC, ENGINEER: Brown, Mitchell & Alexander, Inc.

PROJECT: Repair of Damages to Piers Caused by Hurricane Nate

OWNER'S CONTRACT NO. _____ ENGINEER'S PROJECT NO.: 13-3383A-30

This Certificate of Substantial Completion applies to all Work under the Contract Documents for **PARTIAL PROJECT (URIE PIER, URIE FINGER PIER AND KEN COMBS PIER (TO PILE LINE 59 ONLY))**

TO: City of Gulfport

OWNER

AND TO: Gulf Breeze Landscaping, LLC

CONTRACTOR

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

JUNE 29, 2018

DATE OF PARTIAL SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within THIRTY (30) days of the issuance of this Certification of Partial Substantial Completion.

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

RESPONSIBILITIES

OWNER: Owner assumes responsibility for maintenance starting June 29, 2018.

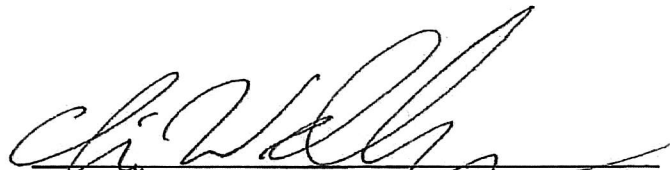
CONTRACTOR: Contractor to complete the attached list of items to be corrected or completed and provide one full year warranty beginning June 29 2018.

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

Tentative List of Items to be Corrected or Completed

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

Executed by ENGINEER on July 2, 2018.



Engineer - Brown, Mitchell & Alexander, Inc.

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 2018.



Contractor - Gulf Breeze Landscaping, LLC

OWNER accepts this Certificate of Substantial Completion on _____, 2018.

Owner - City of Gulfport

Repairs to Damages to Piers Caused by Hurricane Nate

Walk-Through Date: June 29, 2018

Attendees: Ed Hayden - City of Gulfport; Dike Parnell - Gulf Breeze Landscaping, LLC;
Chris Williams, P.E. - BMA.

LIST OF ITEMS TO BE COMPLETED OR CORRECTED:

1. General Site Clean-up (all locations);
2. Install top rail on Urie Pier;
3. Install missing cross brace at Urie Pier;
4. Replace handrail at end of Ken Combs Pier;
5. Replace weathered soft board on Ken Combs Pier as discussed; and
6. Ensure all nails and screws are flush with decking (all locations).

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 CERTIFICATE OF PARTIAL SUBSTANTIAL COMPLETION FOR
THE PIER DAMAGES REPAIRS CAUSED BY HURRICANE NATE PROJECT, TO
AUTHORIZE THE MAYOR TO EXECUTE SAID CERTIFICATE, AND FOR
RELATED PURPOSES**

WHEREAS, Gulf Breeze Landscaping, Inc., was awarded the contract for a project for the Piers Damages Repairs Caused by Hurricane Nate Project, which project was repairs of damages to the city piers caused by Hurricane Nate; and

WHEREAS, work was partially substantially completed on the piers as of June 29, 2018; and

WHEREAS, the Project Engineer has submitted for review the Certificate of Partial Substantial Completion pertaining to piers damages repairs of the city piers caused by Hurricane Nate, which, along with supporting documentation, is attached hereto collectively as Exhibit “A”.

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

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

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

interest of the City, and the Mayor be and he is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 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: Pam Winston, Grants
Police Department

Date: 06/29/2018

Subject: Resolution - to authorize the Gulfport Police Department to accept the High Intensity Drug Trafficking Area (HIDTA) Grant Award Number G-18-GC-0003A.

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 AUTHORIZING THE GULFPORT POLICE DEPARTMENT TO ACCEPT HIGH INTENSITY DRUG TRAFFICKING AREA GRANT AWARD NUMBER G-18-GC-0003A

WHEREAS, the Gulfport Police Department requested and was awarded a High Intensity Drug Trafficking Area Grant, Award Number G-18-GC-0003A, from the Executive Office of the President, Office of National Drug Control Policy through the Gulf Coast High Intensity Drug Trafficking Area project; and

WHEREAS, the HDITA grant is 100% federally funded and will be used to address mid and upper level drug trafficking in this area by providing overtime for a narcotics detective and other operating expenses (including vehicle rental and an air card for data usage) for the local HIDTA Tri-County major Investigations Team and Watch Center initiatives; and

WHEREAS, the Gulfport Police Chief has requested authority to accept the aforementioned grant as more fully set forth in the memorandum from Police Chief Leonard Papania which is attached hereto as Exhibit “A”, which memorandum provides additional details regarding the grant.

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 Gulfport Police Department be and it is hereby authorized to accept HIDTA Grant, Award Number G-18-GC-0003A, the details of which are more fully set forth in the Memorandum from Chief Papania attached hereto as Exhibit “A” and to take any and all steps as may be required to complete and effectuate said application.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR

Memorandum

To: Mayor Billy Hewes
From: Leonard Papania, Chief of Police
Date: June 29, 2018
Re: H.I.D.T.A.

Please place the item described below on the next City Council agenda.

Subject: Permission to accept the High Intensity Drug Trafficking Area Grant Award number G-18-GC-0003A from the Executive Office of the President, Office of National Drug Control Policy passed through the Gulf Coast High Intensity Drug Trafficking Area project.

Gulfport Police Department was awarded the grant identified above in the amount of \$29,742.00. I ask your permission to accept the award. These funds will be used to address mid and upper level drug trafficking in this area by providing overtime for a narcotics detective and rental lease of the vehicle used by the assigned Detective for the local HIDTA Tri-County Major Investigations Team. The grant is 100% federally funded so no local matching funds are required. I appreciate your consideration of this request.

Approve

Disapprove

Comptroller's Office _____

Director of Police _____

CAO _____ or Mayor _____

CONFIDENTIAL



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
MISSISSIPPI BUREAU OF NARCOTICS

MARSHALL FISHER
COMMISSIONER

PHIL BRYANT
GOVERNOR

JOHN DOWDY
DIRECTOR

June 1, 2018

Chief Leonard Papania
Gulfport PD
2220 15th Street
Gulfport, MS 39501

Dear Sir:

Congratulations! Enclosed is your FY18 HIDTA Sub grantee Cooperative Agreement. Please have the appropriate Agency Official sign the agreement acceptance section and return a copy of the agreement to me. A copy of the award letter is also enclosed for your files with your approved budgets.

Please note changes under the 2018 grant awards that are covered in Appendix C which includes the Grant Conditions section that must be signed by your agency head. In addition to part 200 of the Uniform Requirements require the sub recipient's to have the following certifications on file with the award recipient: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Certification Requiring Drug Free Workplace, Certification Regarding Lobbying, and EEO Certification. Please fill out and sign all of these certifications and return with your MOA.

Also enclosed are blank copies of the Detailed Expenditure Worksheet and printout of your 2016 spending plan (Appendix A) as well as your awarded 2017 detailed budget. **In addition enclosed is an Overtime Certification form (Appendix B) to be used when claiming overtime reimbursements.**

If you have any questions, please call me at 601.371.3625. We look forward to working with you on this project.

Sincerely,

A handwritten signature in cursive script that reads "Shauna Powell".

Shauna Powell
Mississippi Bureau of Narcotics

601.371.3625- Work
601.352.4729- Fax
spowell@mbn.ms.gov

Enclosures

MEMORANDUM OF AGREEMENT
BETWEEN THE
MISSISSIPPI BUREAU OF NARCOTICS
AND THE
MISSISSIPPI GULF COAST HIGH INTENSITY
DRUG TRAFFICKING AREA
AND THE
Gulfport Police Department

This Agreement between the Mississippi Bureau of Narcotics (MBN), Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the –Gulfport police Department (LEO) shall begin on 01/01/18 and shall not extend beyond 12/31/18 unless the period is extended by written modification to this Agreement.

WHEREAS, MBN has been designated as the fiscal agent for the State of Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) program, all requests for payments and budget reprogramming shall pass through MBN.

NOW THEREFORE, MBN, HIDTA and LEO hereby agree to the disbursement of HIDTA funds in the amount of \$29,742.00 to the resource recipient, LEO, under the following terms and conditions:

1. LEO agrees to follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the HIDTA program, including but not limited to the following: OMB Circular 87, OMB Circular A-102, OMB Circular A-133, and 21 CFR Part 1403, and the Fair Labor Standards Act (FLSA).

2. LEO agrees to abide by and be bound by the attached approved budget – spending plan (Appendix A) for purchases including future reprogramming requests as approved by MBN

and Gulf Coast HIDTA. All reprogramming requests shall be submitted via e-mail to the Mississippi Gulf Coast HIDTA State Director.

3. Requests for payment shall be submitted on a quarterly basis to the MBN financial office through the HIDTA State Director of Operations at the following address by the 10th of the following month:

**Shauna Powell, Chief Financial Officer
Mississippi Bureau of Narcotics
P.O. Box 720519
Byram, Mississippi 39272-0519**

All invoices submitted shall comply with the terms noted in Appendix A. The last invoice from the Resource Recipient (LEO) shall be received by the Mississippi Gulf Coast HIDTA State Director no later than the 15th day prior to the grant expiration date, unless the grant is extended.

All Reimbursement of Overtime Expenses shall be submitted using the appropriate form (Appendix B) which must contain the HIDTA Group Task Force Supervisor's signature, certifying the overtime was HIDTA related and with the HIDTA case number contained therein.

4. Resource Recipient (LEO) agrees to complete all applicable items in Appendix C and return to MBN along with the signed agreement.

5. The parties agree and understand that MBN is not responsible for any purchases or actions of LEO in violation of the grant agreement or budget.

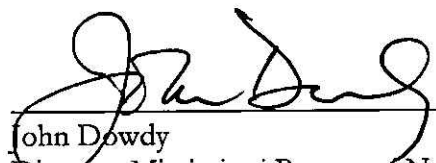
6. MBN agrees to transfer funds to the resource recipient after funds have been electronically transmitted by Gulf Coast HIDTA and receipted into MBN special revenue funds.

7. LEO agrees to reimburse MBN for any purchase paid by MBN which is later disallowed after audit or financial review.

8. For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative

dispute resolution including, but not limited to, mediation by and through the Attorney General's Office or when appropriate, private mediators.

IN WITNESS WHEREOF, the parties acknowledge the Agreement as evidenced by their signatures below.



John Dowdy
Director, Mississippi Bureau of Narcotics

MBN Legal Counsel, Allison Killebrew
Reviewed as to legal form

Tony Sauro
State Director, Mississippi Gulf Coast HIDTA

Law Enforcement Agency (LEO)
Chief Leonard Papania

HIDTA Initiative:

Period of reimbursement claim

From:

To:

Phone:

Employee Name	Is this employee eligible for OT from parent agency?	OT Hrs. this period	Overtime amount this period	Officer or Admin?	Brief description of overtime work (case number, etc.)	OCEDTF case?	Cumulative overtime amount to date
					Cumulative total-----		-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
TOTALS		0.00	\$ -				\$ -

Signature of Authorized Representative of Requesting Agency

Signature of Initiative Supervisor

Date:

Appendix - A

Budget Detail

2018 - Gulf Coast

Initiative - Tri County Major Investigations Team

Investigation

Award Recipient - Mississippi Bureau of Narcotics (G18GC0003A)

Resource Recipient - Gulfport Police Department

Awarded Budget (as approved by ONDCP) \$29,742.00

Overtime	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	1	\$21,342.00	1 GPD TFO@ \$18,042 (less excess PY funds -1,700.)+ \$5,000. for DHE TFO
Total Overtime	1	\$21,342.00	
Services	Quantity	Amount	Comments
Vehicle allowance	1	\$8,400.00	1@700 per month
Total Services	1	\$8,400.00	
Total		\$29,742.00	

CERTIFICATION REGARDING LOBBYING

Each applicant shall file this certification and disclosures form if applicable, with each submission that initiates agency consideration of such applicant for an award of a LETS contract, grant or cooperative agreement of \$100,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of Authorized Official

Date

Title



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Terri Goad, Purchasing
Purchasing

Date: 07/09/2018

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

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: July 9, 2018

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

The Fire Department is requesting your permission to purchase Fire Prevention materials such as pencils, silicone bracelets, and custom Fire hats and custom stickers to distribute for upcoming activities and events. The amount requested is not to exceed \$2,025.00

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

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

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

Thank you for your consideration.

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 Fire Department 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 \$2,025.00 for the purchase of items such as pencils, silicone bracelets, and custom Fire hats and custom stickers for promotional items for the upcoming activities and events. 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 \$2,025.00 for items for upcoming activities and events. 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: Connie Debenport, Manager
Purchasing

Date: 07/03/2018

Subject: Resolution - to authorize adjustments to Purchase Order # 199541 for installation and freight charges for Shade Structures for the Gulfport Sportsplex.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB, Purchasing Manager

Date: July 3, 2018

**Re: Gulfport Sportsplex Expansion
Department of Leisure Services
Shade Structures Installation & Freight Charges**

On 06-19-18, City Council approved the purchase of 8 shade structures for the Gulfport Sportsplex. The total price of the structures is \$115,000.00. The request stated that shipping and installation was included, which was an oversight. Request permission to add \$24,000.00 for installation and \$1,500.00 for freight to purchase order #199541.

Thank you for your consideration.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Sherry Dulaney, Accounts Payable Supervisor
Accounts Payable

Date: 07/09/2018

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

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 07/09/2018

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: July 9, 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 July, 2018.

Please place the attached item on the Council agenda for July 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: July 9, 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: 0711N-01-043.001. This parcel awarded to Twin City Lawn Care for \$94.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1025 Ruth Avenue. (Lott & Fairley)
- Parcel 2: 0811E-04-129.000. Lots 1-2, Blk. 116, Original Gulfport awarded to B & B Construction for \$1000.00 to cut and clean grounds and remove all trash and miscellaneous debris from site. Remove all weeds and vines. Remove graffiti or paint located at 3201 20th Street. (ALI LLC)

WARD 2

- Parcel 3: 0711N-02-070.000. This parcel awarded to Melvin's Lawn Service for \$43.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 615 Ruth Avenue. (Sanders)
- Parcel 4: 0811H-01-042.000. Lots 19-21, Blk. 11, East Gulfport awarded to Richmond Construction for \$49.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1216 19th Street. (Saucier Trustee)
- Parcel 5: 0811A-05-045.001. Lot 16, Blk. 18, Broad Acres awarded to Proposed By Design for \$70.00 cut and clean grounds and remove all trash and miscellaneous debris from site located at 2506 13th Avenue. (Federal Nat. Mortg.)

WARD 3

- Parcel 6: 0710H-03-012.000. Lot 12, Rolling Meadows Unit 1 awarded to Proposed By Design for \$60.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 3613 Meadowlark Drive. (Harris)
- Parcel 7: 0810F-04-041.000. N 1/2 of Lot 8, & All Lot 9, Blk. 315, North Gulfport awarded to B & B Construction for \$500.00 to cut and clean grounds and remove all trash and miscellaneous debris from site. Remove all weeds and vines from site located at 4413 Arkansas Avenue B. (Washington)
- Parcel 8: 0810F-04-041.001. Lots 7 & S 1/2 of Lot 8, Blk. 315, North Gulfport awarded to B & B Construction for \$500.00 to cut and clean grounds and remove all trash and miscellaneous debris from site. Remove all weeds and vines from site located at 4413 Arkansas Avenue A. (Washington)
- Parcel 9: 0811C-02-041.000. Lots 27-28, Blk. 77, Original Gulfport awarded to Twin City Lawn Care for \$1880.00 to repair or remove inoperable vehicle(s) from site. Cut and clean grounds and remove all trash and miscellaneous debris from site located at 2224 22nd Avenue. (Pruett)

WARD 6

Parcel 10: 0908K-01-003.001. This parcel awarded to Ladner Lawn and Tractor for \$297.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on West birch Drive. (Stallworth)

Total: \$4493.00

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 **July, 2018**, the following Resolution:

**A RESOLUTION AWARDING AND/OR REJECTING BIDS FOR LOT CLEANUP
AND/OR DEMOLITION OF CERTAIN PROPERTY WITHIN THE CITY OF
GULFPORT AND PROVIDING FOR THE ASSESSMENT OF COSTS TO THE SAID
PROPERTIES**

WHEREAS, at a prior meeting of the Gulfport City Council, certain and various properties located within the City of Gulfport were declared to be in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community; and

WHEREAS, by prior action of this Council, the City of Gulfport was authorized to advertise for bids to perform the noted and required work on the identified properties; and

WHEREAS, having advertised for bids and having received bids, the following represent the lowest and best bids received (per parcel) for the work as described therein:

- | | |
|------------|---|
| Parcel 1: | 0711N-01-043.001. This parcel awarded to Twin City Lawn Care for \$94.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1025 Ruth Avenue. (Lott & Fairley) |
| Parcel 2: | 0811E-04-129.000. Lots 1-2, Blk. 116, Original Gulfport awarded to B & B Construction for \$1000.00 to cut and clean grounds and remove all trash and miscellaneous debris from site. Remove all weeds and vines. Remove graffiti or paint located at 3201 20th Street. (ALI LLC) |
| Parcel 3: | 0711N-02-070.000. This parcel awarded to Melvin's Lawn Service for \$43.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 615 Ruth Avenue. (Sanders) |
| Parcel 4: | 0811H-01-042.000. Lots 19-21, Blk. 11, East Gulfport awarded to Richmond Construction for \$49.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1216 19th Street. (Saucier Trustee) |
| Parcel 5: | 0811A-05-045.001. Lot 16, Blk. 18, Broad Acres awarded to Proposed By Design for \$70.00 cut and clean grounds and remove all trash and miscellaneous debris from site located at 2506 13th Avenue. (Federal Nat. Mortg.) |
| Parcel 6: | 0710H-03-012.000. Lot 12, Rolling Meadows Unit 1 awarded to Proposed By Design for \$60.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 3613 Meadowlark Drive. (Harris) |
| Parcel 7: | 0810F-04-041.000. N 1/2 of Lot 8, & All Lot 9, Blk. 315, North Gulfport awarded to B & B Construction for \$500.00 to cut and clean grounds and remove all trash and miscellaneous debris from site. Remove all weeds and vines from site located at 4413 Arkansas Avenue B. (Washington) |
| Parcel 8: | 0810F-04-041.001. Lots 7 & S 1/2 of Lot 8, Blk. 315, North Gulfport awarded to B & B Construction for \$500.00 to cut and clean grounds and remove all trash and miscellaneous debris from site. Remove all weeds and vines from site located at 4413 Arkansas Avenue A. (Washington) |
| Parcel 9: | 0811C-02-041.000. Lots 27-28, Blk. 77, Original Gulfport awarded to Twin City Lawn Care for \$1880.00 to repair or remove inoperable vehicle(s) from site. Cut and clean grounds and remove all trash and miscellaneous debris from site located at 2224 22nd Avenue. (Pruett) |
| Parcel 10: | 0908K-01-003.001. This parcel awarded to Ladner Lawn and Tractor for \$297.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on West birch Drive. (Stallworth) |

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: Elizabeth MacMillan, Office Manager
Leisure Services

Date: 07/03/2018

Subject: Conveyance Deed - regarding transfer of ownership of space in Evergreen Cemetery.

Recommendation:

STATE OF MISSISSIPPI
COUNTY OF HARRISON

CONVEYANCE DEED

FOR AND IN CONSIDERATION of the payment of a certain amount of dollars not to be more than five hundred (\$500.00) per space, cash in hand paid or other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned GEORGE BENNETT and B.J. BENNETT as heirs of R.J. SEPICH hereby conveys unto GEORGE BENNETT 14776 JOHN CLARK RD. GULFPORT, MS. 39503, PH. (228) 234-1556 and B.J.BENNETT 320 WESTVIEW DR. BILOXI, MS. 39531 the following described land and property located in EVERGREEN CEMETERY in the City of Gulfport and more particularly described as follows, to wit:

B.J. BENNETT

BLOCK 34

LOT 35

SPACE(S) 3,4,5,

GEORGE BENNETT

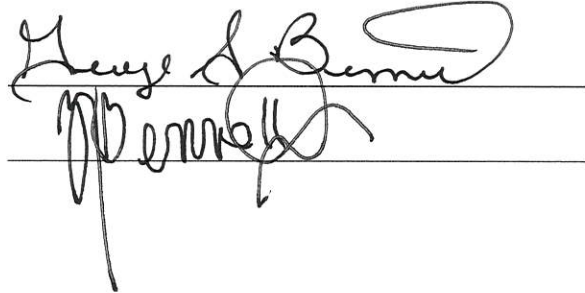
BLOCK 34

LOT 35

SPACE(S) 6,7,8

The Grantee herein agrees that if Grantee should fail or refuse to obey any and/or all the regulations of the Mayor and Council of the CITY OF GULFPORT, concerning the Cemetery referenced herein, as may be now in force or hereafter to be passed, then the title to the aforementioned cemetery spaces shall immediately revert and vest in the City of Gulfport, Mississippi, at its option.

WITNESS THE SIGNATURE(S) of the undersigned this the 3 day of July 20 18.

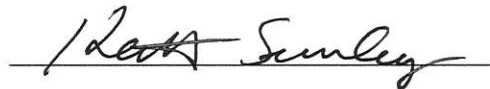


STATE OF MS

COUNTY OF Harrison

PERSONALLY appeared before me, the undersigned authority in and for the above named jurisdiction, the within named GEORGE BENNETT and B.J. BENNETT who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned, having been first authorized.

Given under my hand and official seal, this the 3 day of July 20 18.



My Commission Expires: 01-17-2021

PREPARED BY: THE CITY OF GULFPORT
CEMETERY DEPARTMENT





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 07/09/2018

Subject: Legal Notice - advertisement for RFP for On-Line Benefits Broker for the City of Gulfport

Recommendation:

CITY OF GULFPORT RFP FOR ON-LINE BENEFITS PROVIDER

The City of Gulfport, MS ("City") invites proposals from qualified, competent, knowledgeable and experienced individuals and/or firms to provide "On-line Benefits". Firms submitting proposals must be prepared to immediately enter into an agreement ("Agreement") for the provision of services and duties as set forth in the RFP.

Sealed proposals will be received in the Office of Procurement located at 1410 24th Avenue, Hardy Building, 2nd Floor, Gulfport, MS 39501 until 4:00 p.m., local time on August 10, 2018, either by mail or hand delivery. Any submittal received after the date and time stated will be returned unopened.

Specifications may be obtained from the Procurement Office, 1410 24th Avenue, Hardy Bldg., Gulfport MS 39501 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

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

Delivery of Proposals – One (1) original, and two (2) digitally converted file copies of the proposal shall be submitted in a sealed envelope, clearly identified as "RFP for City of Gulfport On-Line Benefits Provider" and delivered to the address listed above.

Questions – All questions regarding this Request for Proposals should be directed to Connie Debenport by e-mail: cdebenport@gulfport-ms.gov or facsimile (228) 868-5704, *not less than seven (7) business days* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

The governing authority will consider terms and conditions and factors relating to price, financial responsibility, technology, legal responsibilities as well as a bidder's or proposer's "responsibility" concerning matters that relate to the prompt and efficient performance of the contract, including the bidder's or proposer's honesty and integrity, skill and business judgment, experience and capability of performing the contract, conduct under previous contracts, and the quality of previous work, and a bidder's or proposer's customer satisfaction in prior or other contracts or projects, stability and solvency, and management experience in similar contracts, and any oral interviews with the review committee. The governing authority may consider any of the factors referenced herein in awarding the contract.

Proposals may be held by the City of Gulfport, Mississippi, for a period not to exceed sixty (60) days from the date of receipt of proposal.

The City of Gulfport reserves the right to reject any and all proposals, in whole or in part, and to discontinue contract execution with any party at any time prior to final contract execution.

The City of Gulfport is an equal opportunity employer. The successful firm shall adhere to the City of Gulfport's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap.

Publication Dates: 07-20-18 & 07-27-18