City of Gulfport, Mississippi

Agenda

City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, September 4, 2018 | **1:30 PM** | ***Gulfport City Hall Council Chambers***

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

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

- **Mayor's Report**

Policy Issues

Minutes

1 Approval of minutes - for August 7, 2018.

2 Approval of minutes - for August 13, 2018 Special Call Meeting.

Code Enforcement / Planning

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.

4 Certificate of Resubdivision - divide two parcels into two parcels zoned B-2 (General Business): located north of Pass Road, south of and adjacent to 28th Street, east of and adjacent to 26th Avenue, and west of 25th Avenue - Case # 1807PC070 - Ward 3.

5 Certificate of Resubdivision - divide one parcel into seven parcels zoned T4+ (General Urban Zone "Plus"): located north of and adjacent to W Beach Boulevard, south of Finley Street, east of 42nd Avenue, and west of and adjacent to 41st Avenue - Case # 1807PC071 - Ward 2.

6 Certificate of Resubdivision - divide one parcel into two parcels zoned T3 (Suburban zone) and T4L (General Urban "Limited"): located north of and adjacent to Perry Street, south of and adjacent to Woodhaven Drive, east of Loposser Avenue, and west of Tegarden Road - Case # 1807PC074 - Ward 2.

7 Certificate of Resubdivision (Short form) - divide into three parcels zoned I-2 (Heavy industrial): located north of and adjacent to Glascock Drive, south of and adjacent to Seaway Road, east of Logan Cline Drive, and west of South Park Drive - Case # 1809PC102 - Ward 5

8 Ordinance - to establish a Leisure and Recreation District within the Corporate Boundaries of the City of Gulfport, Mississippi, and designate the geographic areas included within and boundaries of said district; and for related purposes.

9 Acceptance for Perpetual Maintenance - Grand Oaks Estates Subdivision public improvements, release of warranty bond, and transfer of streetlight account to the City of Gulfport - Case # 1708PC083 - Ward 6.

Resolutions

10 Order - by the Gulfport City Council, pursuant to Miss. Code Ann. §17-21-5, as amended, and the “Ordinance to establish a plan to exempt ad valorem taxes for qualifying capital improvement investments in qualifying structures in the designated Downtown District” authorizing an exemption from municipal ad valorem taxes, excluding school district taxes, based on the increase in assessed value of the improved structure located at 3305 West Beach Boulevard, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 0811L-02-002.009.

11 Resolution - approving Statewide Mutual Aid Compact and authorizing the Mayor to execute the same.

12 Resolution - approving Consent to Enter to MDEQ for the Habitat Restoration and Conservation in Turkey Creek (MS) - Phase 1 Project, and authorizing the Mayor to execute the said consent.

13 Resolution - approving Master Services Agreement with HCIactive for provision of services related to on-line benefits selections and related Order Form, and authorizing the Mayor to execute the same.

14 Resolution - to award bid and approve contract for the City of Gulfport Trenchless Pipe Inspection, Cleaning & Repair Unit Price Project and to authorize the Mayor to execute and deliver any and all documents to effectuate this award, including but not limited to, a contract in connection with same, and for related purposes

15 Resolution -approving award to SCI, Inc., for the Brickyard Bayou Drainage Improvements Project - Phase 2C, approving Contract between the City of Gulfport and SCI, Inc., and authorizing the Mayor to execute the same.

16 Resolution - approving Letter Agreement between the City of Gulfport and Spherion Staffing, LLC, for staffing services for the City of Gulfport, authorizing the execution and delivery of the same by the Mayor, and for related purposes.

17 Resolution - approving Sub-Recipient Public Service Agreement Contract for Fiscal Year 2017 for the Community Development Block Grant Program and authorizing the Mayor to execute said Agreement.

18 Resolution - approving Addendum No. 1 to the City's contract for Engineering Services with Brown, Mitchell & Alexander, Inc., for the Airport Road Extension and Roundabout Project to extend the period of the Agreement, and for related purposes.

19 Resolution - approving Change Order #3 to Contract with SCI, Inc., for the Benefield Sewer Improvements Project, and authorizing the Mayor to execute said Change Order, and for related purposes.

20 Resolution - approving Certificate of Substantial Completion of Repair of Damages to Piers caused by Hurricane Nate and authorizing the Mayor to execute the same.

21 Resolution - authorizing the Gulfport Police Department to apply for the FY18 Homeland Security Grant.

22 Resolution - authorizing a Donation of Funds to the Climb Community Development Corporation, pursuant to Miss Code Ann. § 21-19-65 and 21-17-1(8) (Rev. 2015), and for related purposes.

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

24 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at the 2018 Port City Bowl, and for related purposes.

25 Resolution – approving the temporary closure of municipal right of way for the Morning Star Baptist Church Fall Festival to be held on September 29, 2018, and for related purposes.

26 Request - to add an Administrative Assistant III position in the Urban Development Department.

Budget Amendments / Docket of Claims

27 Budget Amendment #51 - to increase operating supplies with funds received from Propertyroom.com.

28 Budget Amendment #52 - to increase Federal Shared Forfeiture Operating and Capital line items from disbursement of forfeiture funds.

29 Budget Amendment #53 - to increase county/local shared operating supplies with funds resulting from a drug related arrest.

30 Budget Amendment #54 - to increase Operating Supplies from funds received from Police Officer's Academy Training.

31 Budget Amendment #55 - to transfer funds from Fund Balance to prematurely exhausted Water and Sewer Operating accounts.

32 Budget Amendment #56 - to transfer funds within existing line items from Acquisition/Easements to Construction and Permits within the Katrina CDBG - Brickyard Bayou Budget.

33 Docket of Claims- to be approved through September 5, 2018.

Routine Agenda

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

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

36 Associated Adjusters check registers - for workers' comp and general liability claims paid during July 2018 - to be made part of the minutes.

37 Year-To-Date Budget Reports - for the months of June and July 2018 - to be made part of the minutes.

38 Conveyance Deed - regarding transfer of ownership of space in Evergreen Gardens Cemetery.

39 Letter - regarding bid awarded by Purchasing to Bailey Lumber & Supply for Attic Trusses - Leisure Services Department - to be made a part of the minutes.

40 Letter - regarding bid awarded by Purchasing to Gordon Plumbing/Wayne Gordon for Plumbing Materials - Leisure Services Department - to be made a part of the minutes.

41 Letter - regarding bid awarded by Purchasing to Design Precast & Pipe for Box Culvert - Public Works Department - to be made a part of the minutes.

42 Letter - regarding bid awarded by Purchasing to Communication Resource Cabling, LLC for Projector - Economic Development - to be made a part of the minutes.

43 Letter - regarding bid awarded by Purchasing to Custom Products Corporation for Sign Blanks Wayfinding Project - Traffic Department - to be made a part of the minutes.

44 Letter - regarding bid awarded by Purchasing to Coast Concrete for Concrete - Leisure Services Department - to be made a part of the minutes.

45 Request – authorization for advertising Municipal Auditing Services.

46 Legal Notice - advertisement for bids for Re-Roofing the Orange Grove Community Center.

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

- **Mr. Raymond Joseph Jefferson, Jr.**

Executive Session

Setting of Next Meeting and Adjournment

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
City Council

Date: 08/20/2018

Subject: Approval of minutes - for August 7, 2018.

Recommendation:

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
City Council

Date: 08/20/2018

Subject: Approval of minutes - for August 13, 2018 Special Call Meeting.

Recommendation:

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 08/24/2018

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: August 24, 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 4th day of September, 2018.

Please place the attached item on the Council agenda for September 4, 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: August 24, 2018

To: Mayor Billy Hewes
City Council Members

From: Code Enforcement

RE: Resolutions declaring property in a state of uncleanliness to be a menace to the public health and safety of the community and authorizing lot clean-up and/or demolitions and for approval to advertise for bids to be presented on the 4th day of September, 2018, to the City Council:

WARD 1

Parcel 1: 0710N-02-019.009. Lot 21-B New Pinehurst Subd. Unit 1 Resubd. of Lot 21 - 3301 54th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris and tires from site. (Stell)

Parcel 2: 0711N-01-020.000. Lots 5-6, Blk. 2, Parkway Add. – 1028 Joseph Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Higdon Est.)

Parcel 3: 0711N-01-021.001. W 108 Ft. of Lots 3-4, Blk. 2, Parkway Add - 1030 Joseph Avenue. Remove all trash and miscellaneous debris from site. (Live Oak Holdings LLC)

Parcel 4: 0711K-04-106.000. Lot 8, Blk. 4, Stewart Subd. – 1414 Stewart Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Hawthorne Est.)

Parcel 5: 0711K-03-038.000. Lots 11-12, Blk. 6, Parkway Add. – 1101 Joseph Avenue. Repair or remove inoperable vehicle(s) from site. Stop major repairs or disassemble of vehicle(s). (Oasis Real Estate Inv.)

Parcel 6: 0711H-06-013.001. Lots 22-24 Inc., Blk. 2, Woodlawn Subd. – 40th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Nance)

Parcel 7: 0711I-04-028.000. S 20.3 Ft. of Lot 9, & All Lot 10, Blk. 11, West Side Add - 1115 41st Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Olubusade)

Parcel 8: 0811D-03-076.000. Lots 15-16, Blk. 67, Original Gulfport – 2202 33rd Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Babin)

WARD 2

Parcel 9: 0711N-02-070.000. 615 Ruth Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Sanders)

Parcel 10: 0711O-03-085.000. Lot 55, Blk. 1, Gaston Point Beach Add. – 826 Woodward Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Hasselberg Groves LLC)

Parcel 11: 0711O-03-061.000. Lot 59, Camp Addition – 811 Camp Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Daves)

Parcel 12: 0711O-04-096.000. Lots 16-18, Blk. 6, Island View – 4618 Finley Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Pepe)

Parcel 13: 0711O-04-057.000. Lots 6-7, Anderson & Stewart Add. - 702 Mills Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Haydel Properties LP)

Parcel 14: 0711P-01-014.002. 3800 West Beach Blvd. Cut and clean grounds

and remove all trash and miscellaneous debris from site. (Oasis Real Estate Inv. Inc.)

Parcel 15: 0910I-02-010.000. 603 East Pass Road. Cut and clean grounds and remove all trash and miscellaneous debris from site. Remove all weeds and vines from property. (Gimenez)

Parcel 16: 1011D-01-051.000. Lot 17 & N 10 Ft. of Lot 14, Lakeland Subd. – 144 East Cedar Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Lide)

Parcel 17: 1010N-01-011.000. Lot 14, Blk. 2, Cowan Road Homes Annex Subd. Unit #2 – 2200 North Street. Remove/Discard used appliances. Remove all clutter and debris. Secure pool with fence. Remove all weeds and vines from property. (Casper)

Parcel 18: 1010I-01-072.000. Lot 7, Blk. 18, College Park – 2512 Middlecoff Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Marsh)

WARD 3

Parcel 19: 0809G-02-003.001. 14472 Creosote Road. Cut and clean grounds and remove all trash and miscellaneous debris from site. (H & D Holdings LLC)

Parcel 20: 0810D-02-061.000. Lots 22-24 Inc., Blk. 149, North Gulfport – Indiana Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Rankin)

Parcel 21: 0810N-01-085.000. Lot 7, Less E 15 Ft. & All Lots 8-9, Blk. 37, Standard Land #2 – 2009 33rd Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (HBC Holdings LLC)

Parcel 22: 0810N-02-026.002. Lots 6-7, Blk. 12, Standard Land – 2021 30th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Pinkston)

Parcel 23: 0810N-02-026.001. Lots 8-9, Blk. 12, Standard Land Add. – 2105 30th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Pinkston)

Parcel 24: 0810N-02-026.000. Lots 4-5, Blk. 12, Standard Land – 2019 30th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Pinkston)

Parcel 25: 0811G-04-032.000. Lots 30-31, Blk. 14, Soria City – 20th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (State of Ms)

Parcel 26: 0811B-04-039.000. Lots 20-22, Blk. 39, Arlington Heights Add. – 2212 17th Avenue. Repair or remove inoperable vehicle(s) from site. (Mills)

Parcel 27: 0911D-03-007.000. Lots 42-43, Blk. 11, Hewes Add. – 633 24th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Adams)

WARD 4

Parcel 28: 0910N-06-028.000. 541 Pass Road. Repair or remove inoperable vehicle(s) from site. (Quin Et Al)

WARD 5

Parcel 29: 0809B-03-014.047. Lot 47, Angela Park Subd. Part 2 – 14512 Whitney Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. Remove or relocate storage structure from site. (State 8/26/13)

WARD 6

Parcel 30: 1008K-02-099.000. Lots 1-2, Blk. 7, & W 25 Ft. of Dedicated St Oakleigh Manor Unit 1 Revised – 11127 Sweetgum Street. Clean and sanitize pool and use mosquito larvacide. (Davis Est)

WARD 7

Parcel 31: 0807O-01-001.060. Lot 177, Wind Rose Subd. Ph. 3 Pt 2 – 14457 Autumn Chase. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Hillier)

Parcel 32: 0808K-03-134.001. 15245 Hamilton Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Paystrup)

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 **4th** day of **September, 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: 0710N-02-019.009. Lot 21-B New Pinehurst Subd. Unit 1 Resubd. of Lot 21 - 3301 54th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris and tires from site. (Stell)

Parcel 2: 0711N-01-020.000. Lots 5-6, Blk. 2, Parkway Add. – 1028 Joseph Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Higdon Est.)

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Parcel 6: 0711H-06-013.001. Lots 22-24 Inc., Blk. 2, Woodlawn Subd. – 40th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Nance)

Parcel 7: 0711I-04-028.000. S 20.3 Ft. of Lot 9, & All Lot 10, Blk. 11, West Side Add - 1115 41st Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Olubusade)

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(Mills)

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Parcel 32: 0808K-03-134.001. 15245 Hamilton Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Paystrup)

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: August 24th, 2018

Re: **Resubdivision 1807PC074:** Josephine A O'Neal and Theodore B. Autin, property owners, requests to divide the tax parcels 0910P-01-040.000 and 0910P-01-047.000 containing 1.21 acres zoned T3 (Suburban zone) and T4L (General Urban "Limited"): located north of and adjacent to Perry Street, south of and adjacent to Woodhaven Drive, east of Loposser Avenue, and west of Tegarden Road, Ward 2.

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Jones

Second: Mr. Anthony

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

Action: Motion was carried unanimously

Speaking for the Petition: Josephine O'Neal

Speaking against the Petition: None

On July 26, 2018 the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for September 4th, 2018.

1807PC070

Resubdivision

Legend

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

Site Information
0811C-05-008.000
0811C-05-009.000
Zoning: B-2 (General Business)
Size: 21,713 acres
Flood: X

0 10 20 30
Yards

1 inch = 80 feet

N
W E
S

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

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 1807PC070

Hearing Date: July 26, 2018

Current Zoning/Use: B-2 / Commercial

Legal: Alvin Edward Moss and Tuyen T. Tran, property owners, request to divide two parcels 0811C-05-008.000 and 0811C-05-009.000 containing approx. .525 acres into two parcels zoned B-2 (General Business): located north of Pass Road, south of and adjacent to 28th Street, east of and adjacent to 26th Avenue, and west of 25th Avenue, Ward 3.

TECHNICAL DETAILS

The applicant requests to resubdivide lot 27 from parcel "B" and add lot 27 to the adjacent parcel "A". Upon approval of the resubdivision, Parcel "A" will then contain lots 27, 28 29, and 30 to contain 0.292 Acres. Parcel "B" will contain lots 23, 24, 25, and 26 containing 0.230 Acres. Both newly created parcel has direct access to a dedicated public street and has existing sewer and water available. Each newly created lot is in compliance with the city zoning ordinance.

The Gulfport Subdivision Regulations require that:

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

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

DEPARTMENTAL CONDITIONS

Engineering: Conditions. Old chain link fence required to be removed from 26th Avenue right-of-way. Memo dated 7/12/18.

Public Works: No conditions. Memo dated 7/12/18.

Traffic and Safety: No conditions. Memo dated 7/12/18.

Building Code Services: Conditions. Must meet all of the IBC codes and City of Gulfport ordinances. Memo dated 7/9/18.

M.W

Technical Report

Resubdivision

GIS: No conditions. Memo dated 7/18/18.

Police Department: Conditions. Ensure all right-of –ways and property lines have been legally established and properly marked. Memo dated 7/1/18.

Fire Department: No conditions. Memo dated 7/16/18.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Pietrangelo
Director of Urban Development Department

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

APPLICATION FOR RESUBDIVISION

Property Information

For Staff Use Only

Case File #: 1807PC07C

Date Received: 5/15/18

Receipt #: 8993210

Received By: TL

Zoning:

Ward: Flood:

Size:

(If necessary, use separate sheet of paper)

TAX PARCEL # 0811C-05-008.000
0811C-05-009.000

Address of Property Involved: 2718 26th Ave, Gulfport, MS 39501

Lot(s) 27, Block(s) 6, Subdivision ORIGINAL GULFPORT

General Location: 2718 26TH AVENUE, GULFPORT, MS 39501

GENERAL DESCRIPTION OF REQUEST:
TO ADD SUBJECT PROPERTY TO PROPERTY OWNED BY TUYEN T. TRAN (PARCEL #0811C-05-009.000).

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
Alvin Edward Moss	
Printed Name Of Owner	Printed Name Of Agent
2718 26th Ave	
Mailing Address	Mailing Address
Gulfport, MS 39501	
City State Zip code	City State Zip code
228-314-0744	
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
Email	Email
Signature Of Owner	**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.

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) Alvin Edward Moss

ADDRESS (STREET, CITY, STATE, ZIP CODE 2718 26th Ave, Gulfport, MS 39501

PHONE # (H) 228-314-0744 (W) _____

TAX PARCEL NUMBER(S) OWNED 0811C-05-008.000

SIGNATURE: _____

NAME OF OWNER (PRINT) TUYEN T. TRAN

ADDRESS (STREET, CITY, STATE, ZIP CODE 150 W. SECOND ST., PASS CHRISTIAN, MS 39571

PHONE # (H) 228-547-0234 (W) cell 228-313-3244

TAX PARCEL NUMBER(S) OWNED 0811C-05-009.000

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE _____

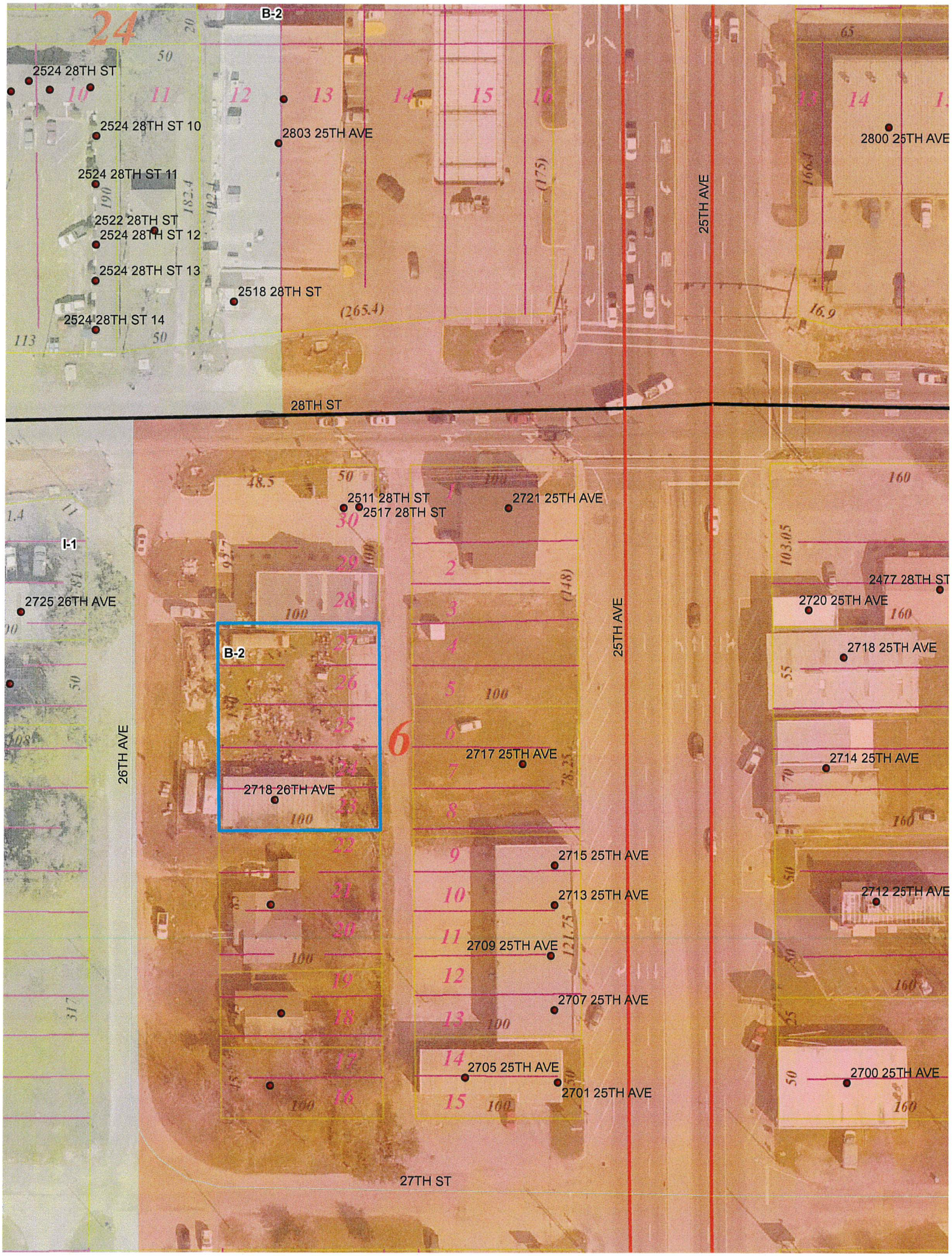
PHONE # (H) _____ (W) _____

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: _____


B-2
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2524 28TH ST 12
2524 28TH ST 13
2524 28TH ST 14
2518 28TH ST
2803 25TH AVE
2800 25TH AVE
25TH AVE
28TH ST
I-1
2725 26TH AVE
26TH AVE
B-2
2718 26TH AVE
2511 28TH ST
2517 28TH ST
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2717 25TH AVE
2715 25TH AVE
2713 25TH AVE
2709 25TH AVE
2707 25TH AVE
2705 25TH AVE
2701 25TH AVE
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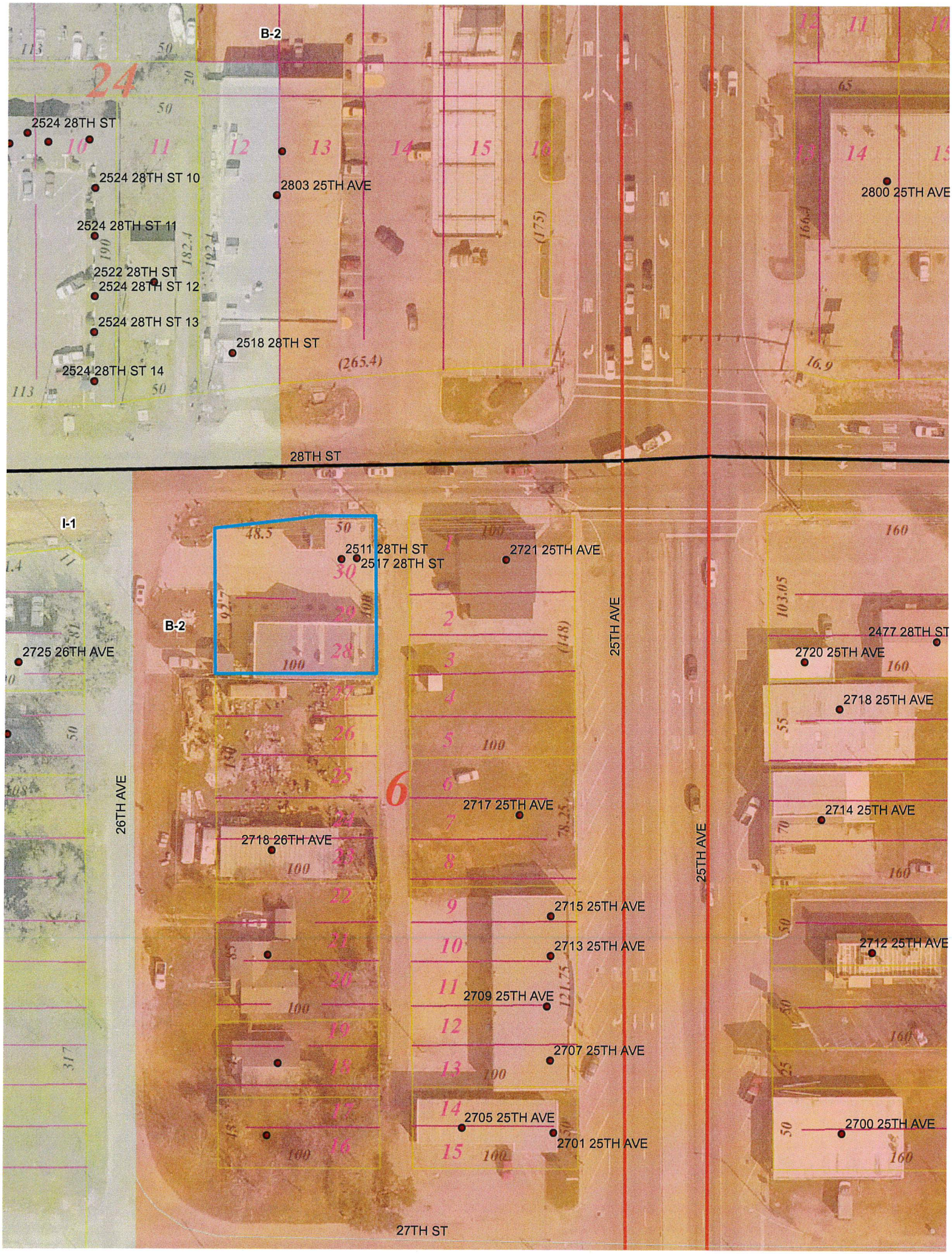
27TH ST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2714 25TH AVE
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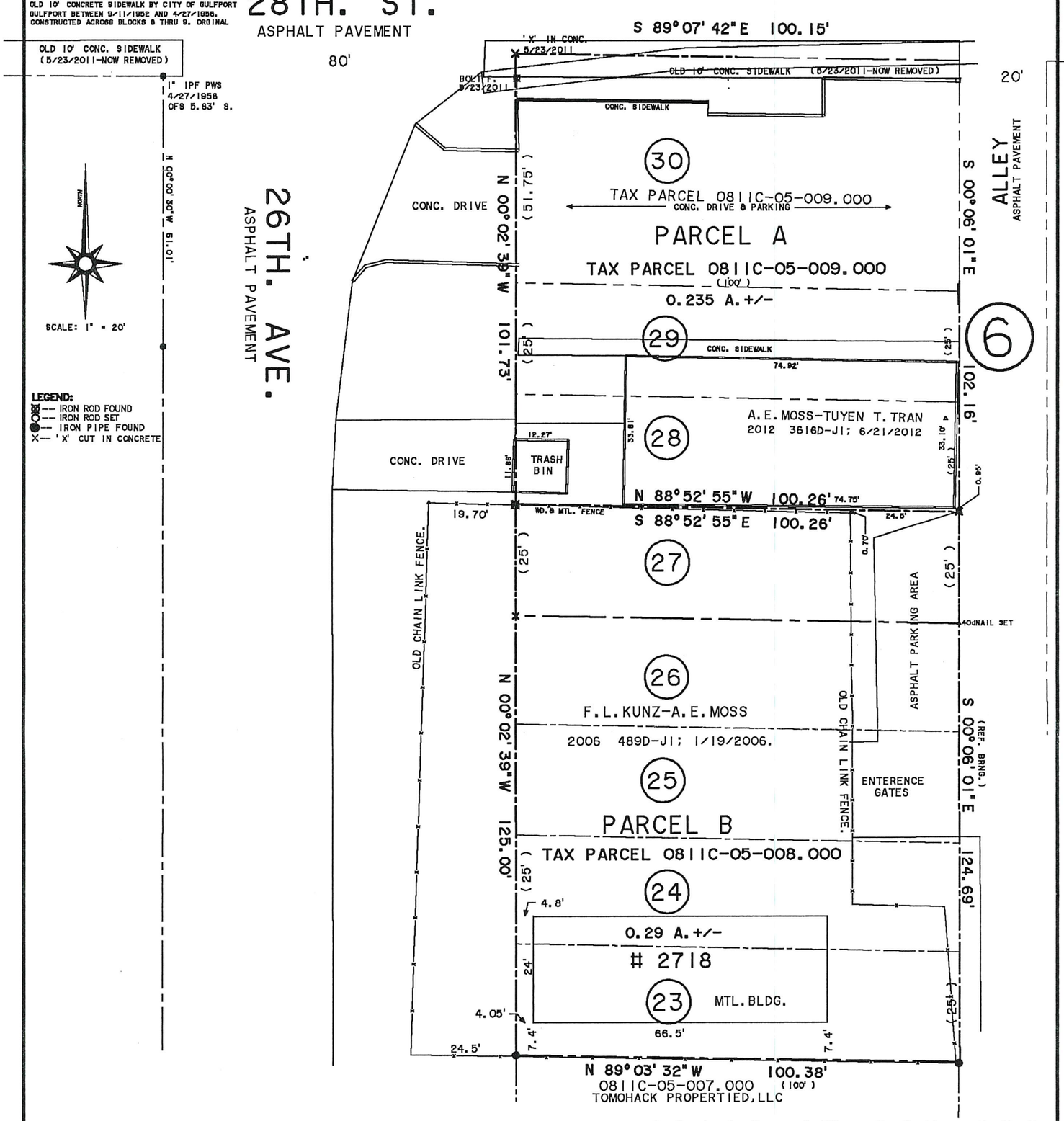
2715 25TH AVE
2713 25TH AVE
2712 25TH AVE
2709 25TH AVE
2707 25TH AVE
2705 25TH AVE
2701 25TH AVE
2700 25TH AVE
27TH ST

REFERENCE DATA:

PLAT OF SURVEY BY K.L.ALASTON,PLS, DATED 4/12/1996.
PLAT OF SURVEY BY J.R.CLARKE,PLS., DATED 10/9/2009.
PLAT OF SURVEY BY J.R.CLARKE, PLS, DATED 5/11/2012.

ORIGINAL GULFPORT

NOTE: BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INS. RATE MAP 28047C263G, DATED 6/16/2009.



SURVEY OF TAX PARCELS : 0811C-05-008.000 0811C-05-009.000

LEGAL DESCRIPTION: PARCEL A

LOTS 28,29 AND 30, BLOCK 6, ORIGNAL GULFPORT, CITY OF GULFPORT, IST. JUDICIAL DISTRICT,HARRISON COUNTY, MISSISSIPPI..

LEGAL DESCRIPTION: PARCEL B

LOTS 23,24,25,26 AND 27, BLOCK 6, ORIGINAL GULFPORT, CITY OF GULFPORT, IST. JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI..

THIS IS TO CERTIFY THAT I HAVE SURVEYED LOTS 23 THRU 30, BLOCK 6. ORIGINAL GULFPORT, CITY OF GULFPORT, IST. JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI, AS SHOWN HEREON AND THAT ALL MEASUREMENTS AND OTHER DATA INDICATED HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

.ATTENTION IS CALLED TO THE VARIANCE BETWEEN THE PLATTED CALLS AND THE CORNERS RECOVERED WITHIN SAID BLOCK..

ATTENTION IS CALLED TO THE FENCE ENCROACHMENT INTO THE R.O.W. OF 26TH. AVENUE.

THIS SURVEY WAS MADE FOR LIEN NGUYEN, APRIL 9, 2018.

JAMES R. CLARKE, P.L.S.
P.O. BOX 4106
GULFPORT, MS. 39502
MS. CL. B

5/3/18

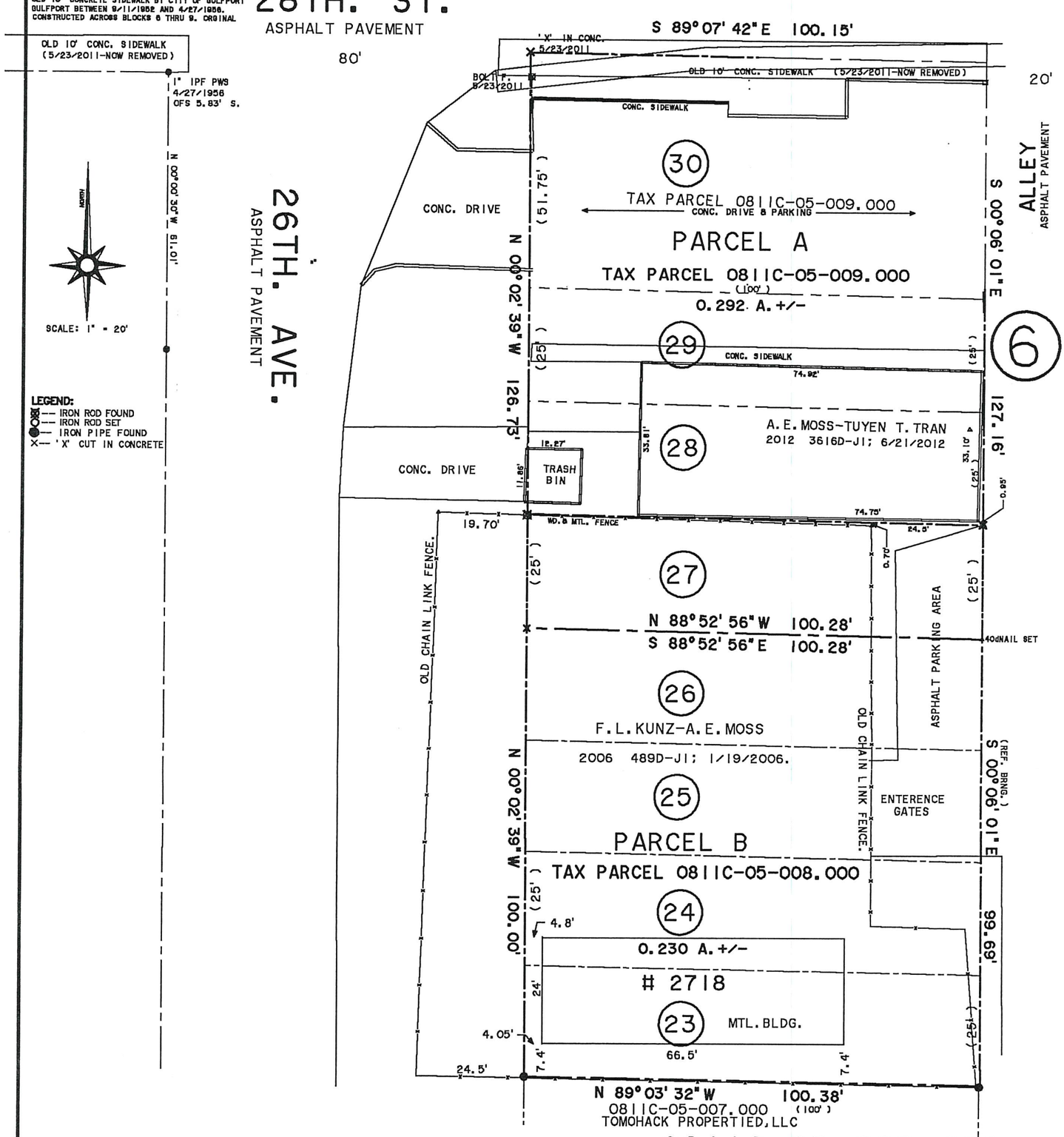
18012B[9670]

REFERENCE DATA:
PLAT OF SURVEY BY K.L.ALASTON,PLS, DATED 4/12/1996.
PLAT OF SURVEY BY J.R.CLARKE,PLS., DATED 10/9/2009.
PLAT OF SURVEY BY J.R.CLARKE, PLS, DATED 5/11/2012.

OLD 10' CONCRETE SIDEWALK BY CITY OF GULFPORT BETWEEN 9/11/1952 AND 4/27/1956. CONSTRUCTED ACROSS BLOCKS 6 THRU 9. ORGINAL

ORIGINAL GULFPORT

NOTE: BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INS. RATE MAP 28047C263G, DATED 6/16/2009.



RESUBDIVISON OF TAX PARCELS: 081IC-05-008.000 081IC-05-009.000

LEGAL DESCRIPTION: PARCEL A

LOTS 27,28,29 AND 30, BLOCK 6, ORIGINAL GULFPORT, CITY OF GULFPORT, IST. JUDICIA; DISTRICT,HARRION COUNTY, MISSISSIPPI..

LEGAL DESCRIPTION: PARCEL B

LOTS 23,24,25 AND 26, BLOCK 6, ORIGINAL GULFPORT, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI..

THIS IS TO CERTIFY THAT I HAVE SURVEYED LOTS 23 THRU 30, BLOCK 6. ORIGINAL GULFPORT, CITY OF GULFPORT, IST. JUDICIAL DISTRICT, HARRISON COUNTY, MISSISSIPPI, AS SHOWN HEREON AND THAT ALL MEASUREMENTS AND OTHER DATA INDICATED HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

.ATTENTION IS CALLED TO THE VARIANCE BETWEEN THE PLATTED CALLS AND THE CORNERS RECOVERED WITHIN SAID BLOCK..

ATTENTION IS CALLED TO THE FENCE ENCROACHMENT INTO THE R.O.W. OF 26TH. AVENUE.

THIS SURVEY WAS MADE FOR LIEN NGUYEN, APRIL 9, 2018.

JAMES R. CLARKE, P.L.S.
P.O. BOX 4106
GULFPORT, MS. 39502
MS. CL. B

JAMES R. CLARKE REGISTERED MS. LICENSED LAND SURVEYOR 5/23/18

18012G(9670)

CERTIFICATE OF SUBDIVISION OR RESUBDIVISION

IN ACCORDANCE WITH SECTION 9-48 OF THE CODE OF ORDINANCE (SUBDIVISION REGULATIONS) OF THE CITY OF GULFPORT AS AMMENDED, IT IS HEREBY CERTIFIED THAT THE GULFPORT CITY PLANNING COMMISSION CHAIRMAN AND THE GULFPORT CITY COUNCIL HAVE REVIEWED AND APPROVED THIS FINAL PLAT FOR THE SUBDIVISION OR RESUBDIVISION OF: TAX PARCEL 081IC-05-008.000, BEING LOTS 23 THRU 27, BLOCK 6, ORGINAL GULFPORT, CITY OF GULFPORT, INTO PARCELS A AND B. THE SUBJECT PROPERTY IS GENERALLY DESCRIBED AS BEING LOCATED SOUTH OF 28TH. ST. AND EAST OF 26TH. AVENUE.

THE AD VALOREM TAX PARCEL NUMBER(S) OF THE SUBJECT PROPERTY ARE 081IC-05-008.000 & 081IC-05-009.000

THE CASE FILE NUMBER IS _____.

LEGAL DESCRIPTION OF LAND PRIOR TO SUBDIVISION OR RESUBDIVISION:

LOYS 23 THRU 30, BLOCK 6, ORIGINAL GULFPORT, CITY OF GULFPORT, HARRISION CO., MS.

LEGAL DESCRIPTION(S) OF THE LOTS / PARCELS CREATED BY THIS SUBDIVISION OR RESUBDIVISION:

LEGAL DESCRIPTION OF PARCEL A.

LOTS 27 THRU 30, BLOCK 6, ORIGINAL GULFPORT, CITY OF GULFPORT, HARRISON CO., MS.

LEGAL DESCRIPTION OF PARCEL B.

LOTS 23 THRU 26, BLOCK 6, ORIGINAL GULFPORT, IST. JUDICIAL DISTRICT, HARRISON CO,, MS.

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

RATIFIED AND APPROVED BY:

(OWNER'S SIGNATURE) [signature] (PRINTED OWNER'S NAME) Alvin Edward Moss
ALVIN EDWARD MOSS

THIS 7th DAY OF May, 2018.

(OWNER'S SIGNATURE) [signature] (PRINTED OWNER'S NAME) TUYEN T. TRAN

THIS 7th DAY OF May, 2018.

ACKNOWLEDGE

COUNTY OF HARRISON, STATE OF MISSISSIPPI

BEFORE ME, THE UNDERSIGNED, AUTHORIZED IN THE STATE OF MISSISSIPPI, COUNTY OF HARRISON, PERSONALLY APPEARED THE AFORENAMED ALVIN EDWARD MOSS AND TUYEN T. TRAN WHO ACKNOWLEDGED THAT THEY ACCEPTED THIS PLAT AND EXECUTED THE FOREGOING CERTIFICATE AND DEDICATION FOR THE PURPOSE THEREIN SET FORTH.

Stephanie R Lipe
NOTARY PUBLIC
MY COMMISSION EXPIRES: 10/8/18

STEPHANIE R. LIPE Comm. # 54068 NOTARY PUBLIC Commission Expires 10-08-2018 HARRISON COUNTY, STATE OF MISSISSIPPI

PLANNING COMMISSION

SUBMITTED TO AND APPROVED BY THE GULFPORT CITY PLANNING COMMISSION ON THE _____ DAY OF _____, 20____.

_____, CHAIRMAN
GULFPORT CITY PLANNING COMMISSON

_____
PLANNING DIVISION ADMINISTRATOR

APPROVAL

SUBMITTED TO AND APPROVED BY THE CITY OF GULFPORT, CITY COUNCIL, AT THE REGULAR MEETING OF SAID COUNCIL HELD ON THE _____ DAY OF _____, 20____, AND RECORDED IN MINUTE BOOK _____ AT PAGE(S) _____.

ATTEST:

ADOPT:

_____
CLERK OF COUNCIL

_____
PRESIDENT

THIS SUBDIVISION OR RESUBDIVISION PLAT AND CERTIFICATE OF SUBDIVISION OR RESUBDIVISION, HAVING BEEN SUBMITTED AND APPROVED BY THE MAYOR, THIS _____ DAY OF _____, 20_____.

_____, MAYOR

SHT. 3 OF 3
18012E [GPTSD NO. 1]

URBAN DEVELOPMENT
PLANNING DIVISION

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

July 6, 2018

Alvin Edward Moss
2718 26th Avenue
Gulfport, MS 39501

RE: Resubdivision 1807PC070: Alvin Edward Moss and Tuyen T. Tran, property owners, request to divide two parcels 0811C-05-008.000 and 0811C-05-009.000 containing approx. .525 acres into two parcels zoned B-2 (General Business): located north of Pass Road, south of and adjacent to 28th Street, east of and adjacent to 26th Avenue, and west of 25th Avenue, 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, July 26, 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 and/or speak for or against the request at the scheduled hearing. If you are unable to attend the public hearing you may submit your opinion in writing and request that it be read into the public record. If you desire, it is also your choice to be represented by an agent or attorney. 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 decision may confirm by filing a written notice of appeal within fifteen (15) calendar days after the date of the Planning Commission 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 Planning Division office for further details on the appeal process.

If you have any questions or comments, please contact this office at (228) 868-5710.
Sincerely,

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

PPIN	Parcel ID	Name	Address	City	State	ZIP
		Adjacent Property Owners				
	PARCEL_ID (070)	NAME	ADDRESS_1	CITY	STATE/	ZIP
	0811C-05-008.000	MOSS ALVIN E	2511 28TH ST	GULFPORT	MS	39501
	0811C-05-009.000	TRAN TUYEN T	150 W SECOND STREET	PASS CHRISTIAN	MS	39571
		Adjacent Property Owners				
	0811C-05-004.000	PRICE MICHAEL T & DEBRA ANN	2701 25TH AVE	GULFPORT	MS	39501
	0811C-05-005.000	MILLER LOUIS H	529 WINDSOR DRIVE	MADISON	MS	39110
	0811C-05-011.000	LIZANA CARL A & JEANETTE C	4817 COURTHOUSE RD	GULFPORT	MS	39507
	0811C-05-002.000	ROGERS ROBERT PETER	333 SOUTHERN CIR	GULFPORT	MS	39507
	0811C-05-012.000	LIZANA CARL A JR & JEANETTE C	4817 COURTHOUSE RD	GULFPORT	MS	39501
	0811C-05-007.000	TOMOHAWK PROPERTIES LLC	7247 LIVE OAK WAY	PASS CHRISTIAN	MS	39571
	0811C-05-003.000	IN-SITE DEVELOPMENT LLC	1966 NE 123RD ST #128	NORTH MIAMI	FL	33181
	0811C-05-006.000	BOSARGE PATRICIA E	14081 MARIE RD	GULFPORT	MS	39503
	0811C-05-001.000	TRAN THU	150 W SECOND ST	PASS CHRISTIAN	MS	39571
	0811C-05-018.000	HUMANE SOCIETY OF SOUTH MISS	2617 25TH AVE	GULFPORT	MS	39507

SunHerald

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Depth
		LEGAL NOTICE PUBLIC HEARING In conformar			1	

Attention:

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

LEGAL NOTICE PUBLIC HEARING
In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, July 26, 2018 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Resubdivision 1807PC070: Alvin Edward Moss and Tuyen T. Tran, property owners, request to divide two parcels 0811C-05-008.000 and 0811C-05-009.000 containing approx. .525 acres into two parcels zoned B-2 (General Business): located north of Pass Road, south of and adjacent to 28th Street, east of and adjacent to 26th Avenue, and west of 25th Avenue, Ward 3.

Resubdivision 1807PC071: Brian Carriere, agent for Floyd Gray, Jr., property owner, request to divide the 21,650 square-foot tax parcel 0711P-03-042.000 into seven new parcels zoned T4+ (General Urban Zone "Plus"): located north of and adjacent to W Beach Boulevard, south of Finley Street, east of 42nd Avenue, and west of and adjacent to 41st Avenue, in Ward 2.

Resubdivision 1807PC073:
William Symmes, agent for Columbus Management LLC, property owner, requests to divide the tax parcels 1010K-04-006.000, 1010K-04-006.001, 1010K-04-010.000, 1010K-04-011.000, 1010K-04-017.000, 1010K-04-021.000, and 1010K-04-025.000 containing approx. 7 acres zoned T3 (Sub-urban zone), T4L (General Urban Zone "Limited"), and T4+ (General Urban Zone "Plus"): located north of North Street, south of 5th Street, east of and adjacent to 5th Street, and west of and adjacent to Cowan Road, in Ward 2.

Resubdivision 1807PC074:
Josephine A O'Neal and Theodore B. Autin, property owners, requests to divide the tax parcels 0910P-01-040.000 and 0910P-01-047.000 containing 1.21 acres zoned T3 (Suburban zone) and T4L (General Urban "Limited"): located north of and adjacent to Perry Street, south of and adjacent to Woodhaven Drive, east of Lopasser Avenue, and west of Tegarden Road, Ward 2.

Planning Commission Approval 1807PC075: Staci James Hensley and Mary James, property owners, request a photography business as a home occupation at 13333 Twin Dr. on the tax parcel 08070-01-13.001 zoned R-1-15 (Single-family): located north of Westin cove, south of Duckworth Road, east of Tara Hills Drive, and west of and adjacent to Twin Drive, in Ward 7.

STATE OF MISSISSIPPI
DEBORAH LADNER
NOTARY PUBLIC
ID No. 124293
Commission Expires
June 7, 2022
HARRISON COUNTY

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared CLAUDIA HENRY, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 Insertion(s)

Published On:
July 11, 2018

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

Clerk

Sowrn to and subscribed before me this 11th day of July in the year of 2018

Notary Public

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

Resubdivision 1807PC078:
Heinrich & Associates LLC., agent for John Hopkins, property owner, requests to divide the 38,528 square-foot tax parcel 0811H-02-046.000 into two parcels zoned R-1-7.5 (Single-family): located north of and adjacent to East Beach Boulevard, south of 2nd Street, east of Kelly Avenue, and west of Olive Avenue, in Ward 2. Final Plat 1807PC079: Robert Heinrich, agent for Blessed Investment Team, LLC, property owner, request a final plat (a re-plat of lots 1-5, 18, 24-29, 31-32, 34-37, & 40-42) of Tracawood Subdivision of 32 lots on parcels 0907M-01-004.001, 0907M-01-004.044, 0907-M01-004.002, 0907M-01-004.045, 0907M-01-004.003, 0907M-01-004.046, 0907M-01-004.004, 0907M-01-004.047, 0907M-01-004.005, 0907M-01-004.048, 0907M-01-004.018, 0907M-01-004.049, 0907M-01-004.024, 0907M-01-004.050, 0907M-01-004.025, 0907M-01-004.051, 0907M-01-004.026, 0907M-01-004.052, 0907M-01-004.027, 0907M-01-004.053, 0907M-01-004.028, 0907M-01-004.029, 0907M-01-004.054, 0907M-01-004.060, 0907M-01-004.031, 0907M-01-004.032, 0907M-01-004.034, 0907M-01-004.035, 0907M-01-004.055, 0907M-01-004.036, 0907M-01-004.037, 0907M-01-004.056, 0907M-01-004.061, 0907M-01-004.040, 0907M-01-004.057, 0907M-01-004.041, 0907M-01-004.058, 0907M-01-004.042, and 0907M-01-004.059, zoned R-2 (Single-family): located north of and adjacent to O'Neal Road, south of Malley Drive, east of Williams Road, west of Holliman Road, Ward 6.
Zoning Text Amendment 1808PC084:
The City of Gulfport requests amendments to the Comprehensive Zoning Ordinance, as amended, Section I. Definitions (B) Words and Phrases – Short Term Rental, and, to amend Section III. District Regulations (J) Chart of Permitted Uses (2) Schedule of uses – Residential: to add Short Term Rental.
General Plan 1705PC052:
Elliott Land Dev. LLC, property owner, requests approval for an 18-lot subdivision (Duckworth South) on the tax parcel 0807K-01-018.000 containing 9.7 acres zoned R-1-15 (Single Family): located north of O'Neal Road, south of and adjacent to Duckworth Road, east of Tara Hills Drive, and west of Aerie Road, in Ward 7. Final Plat 1803PC034: Elliott Homes, LLC, property owner, requests final plat approval for an 18-lot subdivision (Duckworth South) on the tax parcel 0807K-01-018.000 containing 9.7 acres zoned R-1-15 (Single Family): located north of O'Neal Road, south of and adjacent to Duckworth Road, east of Tara Hills Drive, and west of Aerie Road, in Ward 7. This the 5th day of July 2018
Keith Williams, Chairman
City of Gulfport Planning Commission
-0003749531

1. CITY OF GULFPORT PLANNING COMMISSION

2

3 1807PC070

4

5 TRANSCRIPT OF HEARING

6 July 26, 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 26TH DAY OF JULY 2018

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

12 NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

13
****

14
COMMISSION MEMBERS PRESENT:

15
KEITH WILLIAMS, President
16 VIRGINIA ADOLPH
WILLIAM "PRINCE" JONES
17 B.J. SELLERS
CHARLIE HEWES
18 JOHN ANTHONY
DOUG HANCOCK

19

20
STAFF PRESENT:

21
GREG HOLMES
22 SU-LIN BOLIN

23

24

25

1. 1. Resubdivision 1807PC070

2. MS. WELCH: Resubdivision Case 070 has been

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

4. requests to resubdivide Lot 27 from Parcel B and add Lot 27

5. to Parcel A on a tax parcel zoned B-2 general business

6. located north of Pass Road, south of and adjacent to 28th

7. Street, east of and adjacent to 26th Avenue, and west of

8. 25th Avenue, in Ward 3. A copy of the packet considered is

9. hereby offered to the record.

10. MR. WILLIAMS: All right. Thank you.

11. Is there someone here to speak for this case

12. tonight?

13. MR. MOSS: Alvin Moss. My address is 2718

14. 26th Avenue. I'm the person that's selling the piece -- she

15. just called me a while ago. I thought she'd be here.

16. She needs a place behind her building for

17. parking, a little more area. And that's all we want to do

18. is just let her have that for parking.

19. MR. WILLIAMS: All right.

20. Commissioners, any questions at this point?

21. All right. If anything comes up, we'll ask

you to come back up. Thank you. Appreciate it.

Anyone else here to speak for the request?

Anyone here to speak against this request

tonight?

1. All right. Commissioners, you heard the
2. case. You've had a chance to review the materials that were
3. sent to us. I'd ask if there's any questions or comments,
4. or I would ask for a motion on the case.
5. MR. HEWES: Mr. Chair, I move that we grant
6. the request for Case Number 1807PC070 with conditions.
7. MR. WILLIAMS: All right. Have a motion to
8. approve the case. Do I have a second?
9. MS. ADOLPH: Second.
10. MR. WILLIAMS: Any further discussion by the
11. commissioners? If not, all those in favor signify by saying
12. aye. Any opposed? All right. It's been approved. Thank
13. you, sir. Appreciate it.
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N.J. SOROE, CSR #1297
(228) 467-2199

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2

3 1807PC070

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 26th day of July 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 30th day of July

20 2018.

21

22

23

---

24 NORMA JEAN LADNER SOROE, CSR #1297

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: August 2, 2018

Re: <u>Resubdivision 1807PC071:</u> Brian Carriere, agent for Floyd Gray, Jr., property owner, request to resubdivide the 21,650 square-foot tax parcel 0711P-03-042.000 into seven new parcels zoned T4+ (General Urban Zone "Plus"): located north of and adjacent to W Beach Boulevard, south of Finley Street, east of 42nd Avenue, and west of and adjacent to 41st Avenue, in Ward 2.

Planning Commission recommendation: To approve applicant request with conditions.

Motion: Mr. Anthony

Second: Mr. Hewes

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

Action: Motion was carried unanimously.

Speaking for the Petition: Brian Carriere

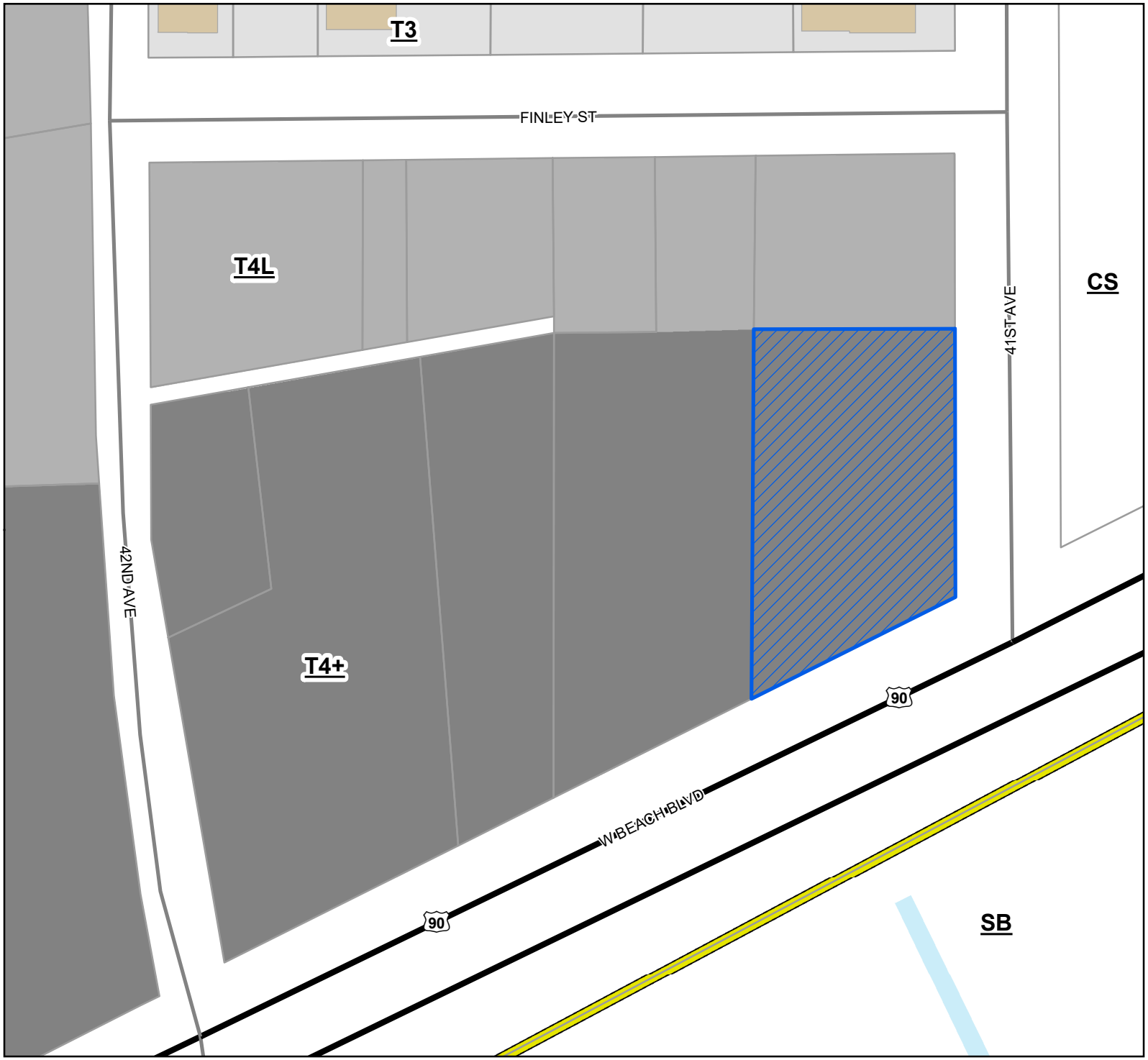
Speaking against the Petition: Scott Arbor

On July 26, 2018 the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for September 4, 2018.

1807PC071

Resubdivision



Legend

- Site
- US or State Highway
- Street
- Parcels
- Buildings
- Zoning
- T4+
- T4L
- T3
- Water Features

Site Information
0711P-03-042.000
Zoning: T4+ (General Urban Zone "Plus")
Size: 21,650 sq ft
Flood: VE

0 10 20 30
Yards

1 inch = 80 feet

N W E S

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

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 1807PC071

Hearing Date: July 26, 2018

Current Zoning/Use: T4+ / Vacant Lot

Legal: Brian Carriere, agent for Floyd Gray, Jr., property owner, request to divide the 21,650 square-foot tax parcel 0711P-03-042.000 into seven new parcels zoned T4+ (General Urban Zone "Plus"): located north of and adjacent to W Beach Boulevard, south of Finley Street, east of 42nd Avenue, and west of and adjacent to 41st Avenue, in Ward 2.

TECHNICAL DETAILS

As proposed, the applicant would like to divide a 21,650 square foot parcel into six parcels. A covenant statement, as provided by the applicant, states that this change would not be in conflict with any covenants. The City of Gulfport's SmartCode Ordinance Appendix D, Article 5 Building –Scale Plans, Lot Occupation (a) Lot width requiring an 18-foot minimum lot width and Appendix D, Table 14 Summary of Transect Zones (C) Maximum Building-Scale Densities requires a minimum square footage of 2,420 square feet. If approved, the division would be conforming with the City Ordinances.

The Gulfport Subdivision Regulations require that:

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

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

Any approval should consider these conditions:

1. Water and sewer services to be coordinated with Public Works.
2. Water and sewer connections need to go through Public Works.
3. Must meet all current Building Codes and City of Gulfport Ordinances.

DLL

Technical Report

Resubdivision

DEPARTMENTAL CONDITIONS

Engineering:	Water and sewer services to be coordinated with Public Works. Memo dated 7/12/18.
Public Works:	Water and sewer connections need to go through Public Works. Memo dated 7/12/18.
Traffic and Safety:	No conditions. Memo dated 7/12/18.
Building Code Services:	Must meet all current Building Codes and City of Gulfport Ordinances. Memo dated 7/9/18.
GIS:	No conditions. Memo dated 7/11/18.
Police Department:	No conditions. Memo dated 7/11/18.
Fire Department:	No conditions. Memo dated 7/16/18.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Pietrangelo
Director of Urban Development Department

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

APPLICATION FOR RESUBDIVISION

Property Information

For Staff Use Only

Case File #: 1807PC071
Date Received: 5/16/18
Receipt #: 8995016
Received By: SB/CL
Zoning: T4r
Ward: 2 Flood: VE
Size: 21,650 sq ft
(If necessary, use separate sheet of paper)

TAX PARCEL # 0711P – 03 – 042 . 000

Address of Property Involved: 4100 West Beach Blvd.

Lot(s) 1-2, Block(s) 3, Subdivision Buena Vista

General Location: North of W. Beach Blvd & West of 41st Ave

GENERAL DESCRIPTION OF REQUEST:

Resubdivision of Lots 1-2, in Block 3 of Buena Vista subdivision into Lots A-G of Cat Island Point subdivision.

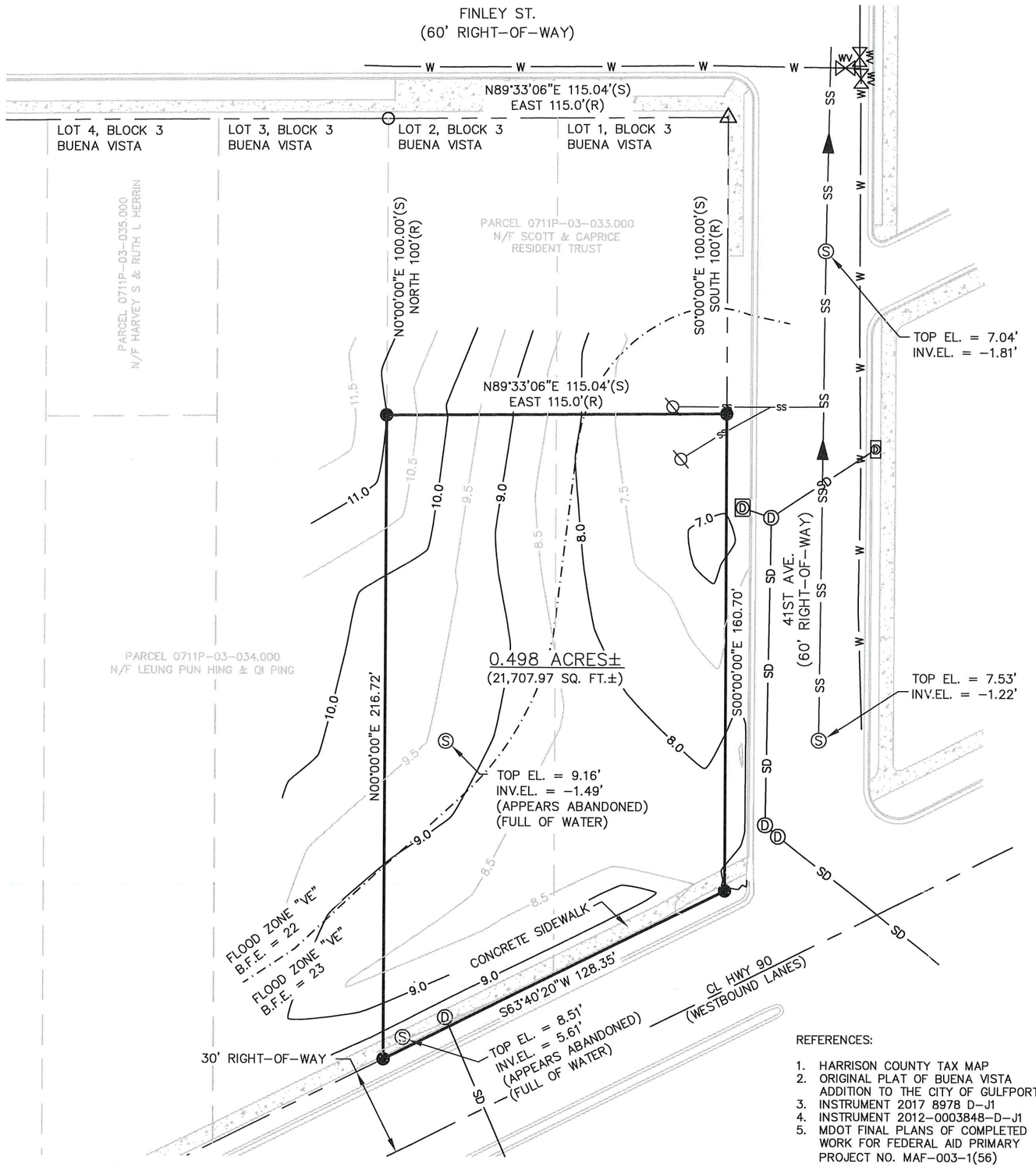
OWNERSHIP AND CERTIFICATION:

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

OWNER	AGENT
Floyd Gray, Jr.	Brian Carriere
Printed Name Of Owner	Printed Name Of Agent
29 Park Place, Apt. 618	1 Palmer Place
Mailing Address	Mailing Address
Hattiesburg MS 39402	Gulfport MS 39507
City State Zip code	City State Zip code
601-447.0443	N/A 228-806-2184
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
grayfloyd@ymail.com	4bacarriere@gmail.com
Email	Email
Floyd Gray	Brian Carriere
Signature Of Owner	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.



LEGEND	
△	– FOUND PINE KNOT
○	– FOUND METAL PIPE
●	– SET IRON ROD
(R)	– AS PER RECORD
(S)	– AS PER SURVEY
Ⓢ	– SEWER MANHOLE
⊘	– SEWER CLEAN OUT
—SS—►	– SEWER MAIN W/ DIRECTION OF FLOW
WV	– WATER VALVE
—W—	– WATER MAIN
Ⓓ	– DRAINAGE MANHOLE
—SD—	– DRAINAGE PIPE
—CL—	– CENTERLINE OF ASPHALT ROAD

RESUBDIVISION OF: LOTS 1 & 2 IN BLOCK 3 OF BUENA VISTA SUBDIVISION INTO LOTS A thru G OF CAT ISLAND POINT SUBDIVISION

By Graphic Plotting only, this property is in Zone "VE" (Base Flood Elevations of 22 and 23) of the Flood Insurance Rate Map, Community Panel No. 285253–0376–G, revision date June 16, 2009. Exact designation can only be determined by an Elevation Certificate. The above statement is for information only and this surveyor assumes no liability for the correctness of the cited map. In addition, the above statement does not represent this surveyor's opinion of the probability of flooding.

This is to CERTIFY that this map or plat and the survey on which it is based were made in accordance with "Minimum Standards for Land Surveying in the State of Mississippi".

HOLLIS S. WILLIAMS, JR. REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR STATE OF MISSISSIPPI

5/15/18

Hollis S. "Pete" Williams
May 15, 2018

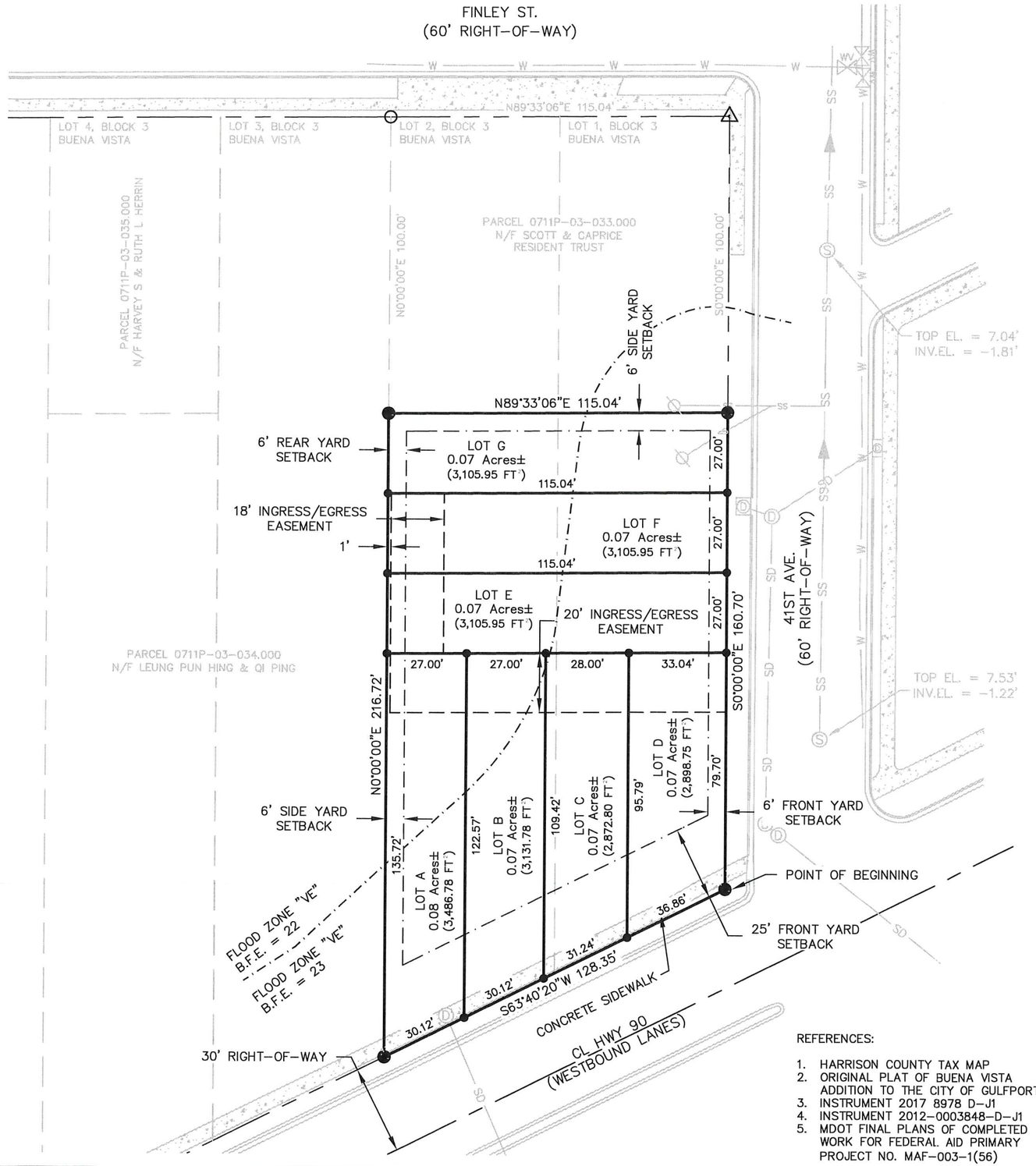
SURVEY NOTES:

1. ALL BEARINGS WERE BASED ON GPS OBSERVATION USING SURVEY GRADE RECIEVERS IN REAL TIME KINEMATIC MODE ON THE GCGC COOR NETWORK BASED ON NSPCS MISSISSIPPI EAST ZONE 1983(2011), AND A VERTICAL DATUM USING NAVD 1988, AND GEOID12B (CONUS). MEASUREMENT TOLERANCES OF FIXED RTK NOT EXCEEDING .01 USFT HRMS AND .02 USFT VRMS.
2. DATE OF FIELD SURVEY 04/13/2018.
3. IN PROVIDING THIS BOUNDARY SURVEY NO ATTEMPT HAS BEEN MADE TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY OR LOCATION OF ANY UTILITY EXISTING ON THE SITE, WHETHER PRIVATE, MUNICIPAL OR PUBLIC OWNED EXCEPT AS SHOWN HEREON.
4. NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, OR RESULTS OF A TITLE SEARCH WERE FURNISHED TO THE SURVEYOR. ALL DOCUMENTS OF RECORD REVIEWED ARE NOTED HEREON. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT MAY AFFECT THIS SURVEYED PARCEL.
5. THE PROFESSIONAL SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
6. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
7. THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE ORIGINAL SEAL AND ORIGINAL SIGNATURE OF THE SURVEYOR.

REFERENCES:

1. HARRISON COUNTY TAX MAP
2. ORIGINAL PLAT OF BUENA VISTA ADDITION TO THE CITY OF GULFPORT
3. INSTRUMENT 2017 8978 D–J1
4. INSTRUMENT 2012–0003848–D–J1
5. MDOT FINAL PLANS OF COMPLETED WORK FOR FEDERAL AID PRIMARY PROJECT NO. MAF–003–1(56)

PROJECT # 1672–18	DATE 05/14/18	W ENGINEERING, P.A.	SHEET NO.
SCALE 1" = 40'	DR. BY CHUCK	301 Central Avenue East Wiggins, MS 39577	Office 601-928-5981 www.weng-ms.com	1 of 4
REVISION	REVISION		



LEGEND	
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—SS—	– SEWER MAIN W/ DIRECTION OF FLOW
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—W—	– WATER MAIN
Ⓓ	– DRAINAGE MANHOLE
—SD—	– DRAINAGE PIPE
—CL—	– CENTERLINE OF ASPHALT ROAD

RESUBDIVISION OF: LOTS 1 & 2 IN BLOCK 3 OF BUENA VISTA SUBDIVISION INTO LOTS A thru G OF CAT ISLAND POINT SUBDIVISION

NOTE: THERE IS A 5' WIDE WALL MAINTENANCE EASEMENT ON ALL LOT LINES EXTENDING ONTO NEIGHBORING LOTS TO ALLOW A BUILDING TO BE ON THE LOT LINE

By Graphic Plotting only, this property is in Zone "VE" (Base Flood Elevations of 22 and 23) of the Flood Insurance Rate Map, Community Panel No. 285253–0376–G, revision date June 16, 2009. Exact designation can only be determined by an Elevation Certificate. The above statement is for information only and this surveyor assumes no liability for the correctness of the cited map. In addition, the above statement does not represent this surveyor's opinion of the probability of flooding.

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HOLLIS S. WILLIAMS JR. REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR PE 7261 PLS 12345 STATE OF MISSISSIPPI

Hollis S. "Pete" Williams
May 15, 2018

5/16/18

SURVEY NOTES:

1. ALL BEARINGS WERE BASED ON GPS OBSERVATION USING SURVEY GRADE RECIEVERS IN REAL TIME KINEMATIC MODE ON THE GCGC COOR NETWORK BASED ON NSPCS MISSISSIPPI EAST ZONE 1983(2011), AND A VERTICAL DATUM USING NAVD 1988, AND GEOID12B (CONUS). MEASUREMENT TOLERANCES OF FIXED RTK NOT EXCEEDING .01 USFT HRMS AND .02 USFT VRMS.
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5. THE PROFESSIONAL SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
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PROJECT # 1672–18	DATE 05/14/18	W ENGINEERING, P.A.	SHEET NO.
SCALE 1" = 40'	DR. BY CHUCK	301 Central Avenue East Wiggins, MS 39577	Office 601-928-5981 www.weng-ms.com	2 of 4
REVISION 05/16/18	REVISION		

CERTIFICATE OF RESUBDIVISION

In accordance with Section 9–48 of the Code of Ordinance (Subdivision Regulation) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have reviewed and approved this Final Plat for the Resubdivision of Lots 1 and 2 in Block 3 of Buena Vista Subdivision into Lots A through G of Cat Island Point Subdivision. The subject property is generally described as being located North of West Beach Boulevard (Highway 90) and West of 41st Avenue. The ad valorem tax parcel number of the subject property is 0711P–03–042.000, (Instrument 2017 8978 D–J1). This Case File Number is _____.

LEGAL DESCRIPTION OF LAND PRIOR TO THIS RESUBDIVISION
(Per Instrument No. 2017 8978 D–J1):

PROPERTY OF: Floyd Gray, Jr.

The following described real property lying in and being situated in the First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to–wit:

Lots 1 and 2 in Block 4 and all Lots 1 and 2 in Block 3, EXCEPTING therefrom 100 feet off the North end of said Lots 1 and 2 in Block 3, all according to the map or plat of said Buena Vista, an addition to the City of Gulfport, Mississippi, as shown by the official map or plat thereof on file in the office of Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 6 at Page 15 thereof.

LEGAL DESCRIPTION OF CAT ISLAND POINT SUBDIVISION CREATED BY THIS RESUBDIVISION:

A parcel of land being situated in Lots 1 and 2, Block 3, Buena Vista, City of Gulfport, First Judicial District of Harrison County, Mississippi and also in the NW 1/4 of the SE 1/4, Section 8, Township 8 South, Range 11 West, Harrison County, Mississippi, being more particularly described as follows;

Beginning at a set iron rod at the Southeast corner of Block 3 of said Buena Vista Subdivision and on the North right–of–way line of State Highway 90; thence run along said right–of–way South 63 degrees 40 minutes 20 seconds West 128.35 feet to a set iron rod; thence leaving said right–of–way run North 00 degrees 00 minutes 00 seconds East 216.72 feet to a set iron rod; thence run North 89 degrees 33 minutes 06 seconds East 115.04 feet to a set iron rod on the West right–of–way line of 41st Avenue; thence run along said right–of–way of 41st Avenue South 00 degrees 00 minutes oo seconds East 160.70 feet back to the point of beginning.

Said parcel is subject to any existing easement and/or rights–of–ways.

Said parcel contains 0.498/21,707.97 acres/sq. ft. more or less.

LEGAL DESCRIPTION OF THE LOTS CREATED BY THIS RESUBDIVISION:

Lot A of Cat Island Point Subdivision, City of Gulfport, First Judicial District of Harrison County, Mississippi, containing 0.08/3,486.78 acres/sq. ft. more or less.

Lot B of Cat Island Point Subdivision, City of Gulfport, First Judicial District of Harrison County, Mississippi, containing 0.07/3,131.78 acres/sq. ft. more or less.

Lot C of Cat Island Point Subdivision, City of Gulfport, First Judicial District of Harrison County, Mississippi, containing 0.07/2,872.80 acres/sq. ft. more or less.

Lot D of Cat Island Point Subdivision, City of Gulfport, First Judicial District of Harrison County, Mississippi, containing 0.07/2,898.75 acres/sq. ft. more or less.

Lot E of Cat Island Point Subdivision, City of Gulfport, First Judicial District of Harrison County, Mississippi, containing 0.07/3,105.95 acres/sq. ft. more or less.

Lot F of Cat Island Point Subdivision, City of Gulfport, First Judicial District of Harrison County, Mississippi, containing 0.07/3,105.95 acres/sq. ft. more or less.

Lot G of Cat Island Point Subdivision, City of Gulfport, First Judicial District of Harrison County, Mississippi, containing 0.07/3,105.95 acres/sq. ft. more or less.

RESUBDIVISION OF:
LOTS 1 & 2 IN BLOCK 3 OF
BUENA VISTA SUBDIVISION
INTO LOTS A thru G OF
CAT ISLAND POINT SUBDIVISION

PROJECT # 1672–18	DATE 05/14/18	W ENGINEERING, P.A.	SHEET NO.
SCALE N.T.S.	DR. BY CHUCK	301 Central Avenue East Wiggins, MS 39577	Office 601-928-5981 www.weng-ms.com	3 of 4
REVISION	REVISION		

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

Ratified and Approved by:

Floyd Gray
Signature of Owner

Floyd Gray
Printed Name

This 15 day of May, 2018

ACKNOWLEDGE

Before me, the undersigned, authorized in and for the State of Mississippi, County of Stone, personally appeared the forenamed Floyd Gray, who acknowledged that he/she accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

NOTARY PUBLIC

My Commission Expires: Jan. 4, 2020

CIRCUIT CLERK OF STONE CO. MISSISSIPPI

PLANNING COMMISSION

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

Planning Commission Chairman

Planning Division Administrator

APPROVAL

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

ATTEST:

Clerk of Council

ADOPT:

President

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

_____, MAYOR

RESUBDIVISION OF:
LOTS 1 & 2 IN BLOCK 3 OF
BUENA VISTA SUBDIVISION
INTO LOTS A thru G OF
CAT ISLAND POINT SUBDIVISION

PROJECT # 1672-18	DATE 05/14/18	W ENGINEERING, P.A.	SHEET NO.
SCALE N.T.S.	DR. BY CHUCK	301 Central Avenue East Wiggins, MS 39577	4 of 4
REVISION	REVISION	Office 601-928-5981 www.weng-ms.com	

RESTRICTIVE COVENANTS AFFIDAVIT

I, Brian A Carriere, have researched the restrictive covenants applicable to Parcel Identification Number/s (PID#) 0711P-03-042.000 located at 4100 West Beach Boulevard, Gulfport MS 39501, and have found that there are no restrictive covenants applicable to the subject property or that the proposed application is not contrary to, does not conflict with, and is not prohibited by any of the restrictive covenants, as specified in City of Gulfport Code of Ordinances.

Signature: Brian Carriere Date: May 15, 2018

Print Name: Brian Carriere

URBAN DEVELOPMENT
PLANNING DIVISION

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

July 5, 2018

Floyd Gray, Jr. (Owner)
29 Park Place Apt 618
Hattiesburg, MS 394012

RE: <u>Resubdivision 1807PC071:</u> Brian Carriere, agent for Floyd Gray, Jr., property owner, request to resubdivide the 21,650 square-foot tax parcel 0711P-03-042.000 into seven new parcels zoned T4+ (General Urban Zone "Plus"): located north of and adjacent to W Beach Boulevard, south of Finley Street, east of 42nd Avenue, and west of and adjacent to 41st Avenue, 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 Planning Commission will hold a public hearing to consider the above request at 4:30 P.M. on **Thursday, July 26, 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.

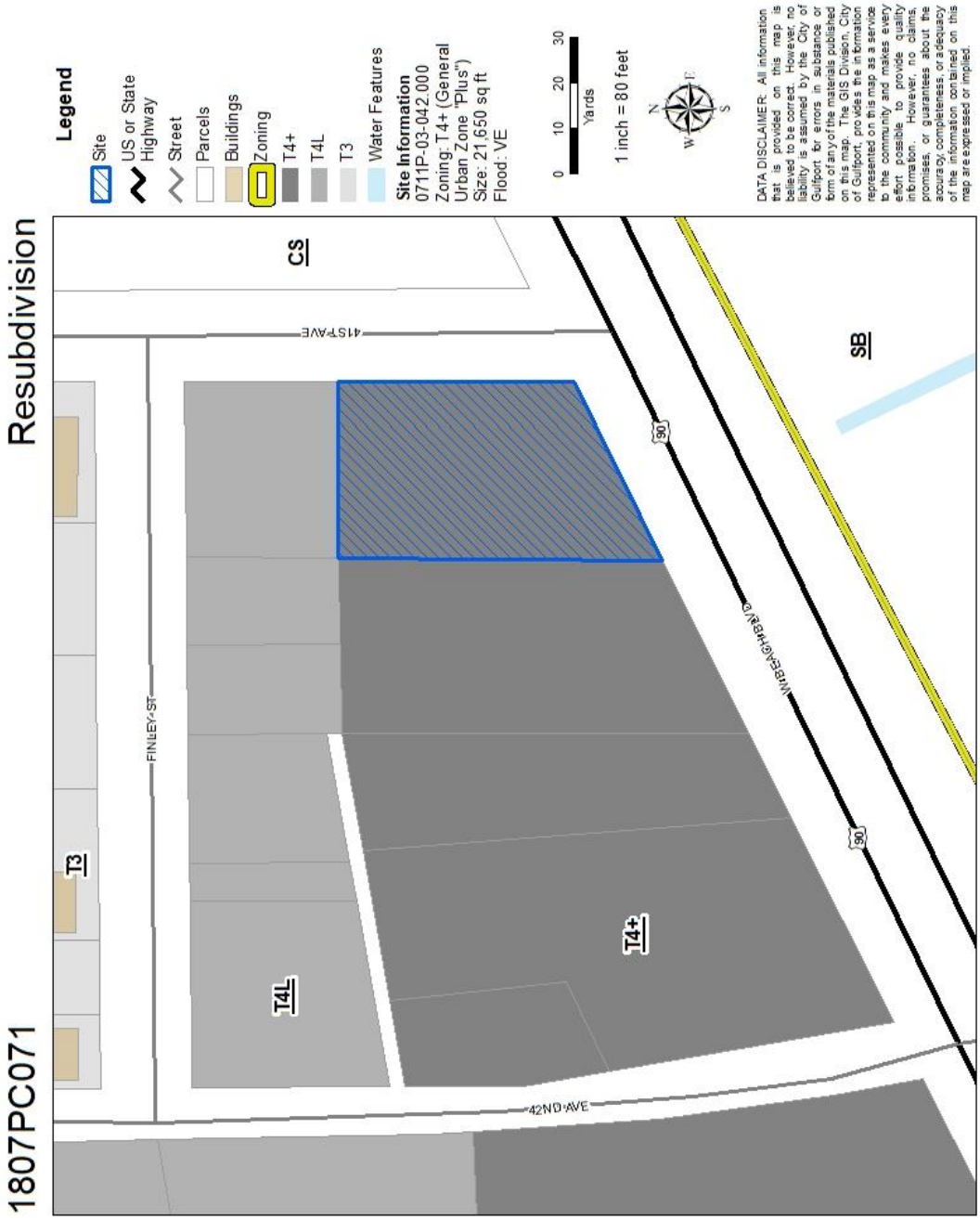
A copy of the filed application to be considered will be available for public review at the office of the Department of Urban Development – Planning Division located at the Hardy Building, 1410 24th Avenue. <u>Adjacent property owners will not be provided any further correspondence on the matter unless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

Any interested party that may feel aggrieved by the Planning Commission's recommendation may file a written <u>notice of objection</u> 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)



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

	FLOYD GRAY, JR. **(OWNER)**	29 PARK PLACE APT 618	HATTIESBURG	MS	39402
	BRIAN CARRIERE **(AGENT)**	1 PALMER PLACE	GULFPORT	MS	39507
	ADJ PROPERTY OWNERS				
PARCELID	NAME	ADDRESS_1	CITY	STATE	ZIP
0711P-03-035.000	HERRIN HARVEY S & RUTH L	PO BOX 1986	GULFPORT	MS	39502
0711P-03-041.000	H & V INC	103 JOHNSTON PL	CLINTON	MS	39056
0711P-03-033.000	SCOTT & CAPRICE RESIDENCE TRUST THE	4100 FINLEY STREET	GULFPORT	MS	39501
0711P-03-034.000	LEUNG PUN HING & QI PING	7619 PIPIT PLACE	SAN DIEGO	CA	92129
0711P-03-036.000	HERRIN HARVEY S & WF	PO BOX 1986	GULFPORT	MS	39502
0711P-03-042.000	DIXIE OIL COMPANY OF ALABAMA INC	P.O.BOX 3445	MERIDIAN	MS	39303

SunHerald

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Depth
		LEGAL NOTICE PUBLIC HEARING In conformar				

Attention:

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

LEGAL NOTICE PUBLIC HEARING
In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, July 26, 2018 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Resubdivision 1807PC070: Alvin Edward Moss and Tuyen T. Tran, property owners, request to divide two parcels 0811C-05-008.000 and 0811C-05-009.000 containing approx. .525 acres into two parcels zoned B-2 (General Business): located north of Pass Road, south of and adjacent to 28th Street, east of and adjacent to 28th Avenue, and west of 25th Avenue, Ward 3.

Resubdivision 1807PC071: Brian Carriere, agent for Floyd Gray, Jr., property owner, request to divide the 21,650 square-foot tax parcel 0711P-03-042.000 into seven new parcels zoned T4+ (General Urban Zone "Plus"): located north of and adjacent to W Beach Boulevard, south of Finley Street, east of 42nd Avenue, and west of and adjacent to 41st Avenue, in Ward 2.

Resubdivision 1807PC073:
William Symmes, agent for Columbus Management LLC, property owner, requests to divide the tax parcels 1010K-04-006.000, 1010K-04-006.001, 1010K-04-010.000, 1010K-04-011.000, 1010K-04-017.000, 1010K-04-021.000, and 1010K-04-025.000 containing approx. 7 acres zoned T3 (Sub-urban zone), T4L (General Urban Zone "Limited"), and T4+ (General Urban Zone "Plus"): located north of North Street, south of 5th Street, east of and adjacent to 5th Street, and west of and adjacent to Cowan Road, in Ward 2.

Resubdivision 1807PC074:
Josephine A O'Neal and Theodore B. Autin, property owners, requests to divide the tax parcels 0910P-01-040.000 and 0910P-01-047.000 containing 1.21 acres zoned T3 (Suburban zone) and T4L (General Urban "Limited"): located north of and adjacent to Perry Street, south of and adjacent to Woodhaven Drive, east of Lopossar Avenue, and west of Tegarden Road, Ward 2.

Planning Commission Approval 1807PC075: Staci James Hensley and Mary James, property owners, request a photography business as a home occupation at 13333 Twin Dr. on the tax parcel 08070-01-13.001 zoned R-1-15 (Single-family): located north of Westin cove, south of Duckworth Road, east of Tara Hills Drive, and west of and adjacent to Twin Drive, in Ward 7.

STATE OF MISSISSIPPI
DEBORAH LADNER
NOTARY PUBLIC
ID No. 124293
Commission Expires
June 7, 2022
HARRISON COUNTY

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared CLAUDIA HENRY, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 Insertion(s)

Published On:
July 11, 2018

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

Clerk

Sowrn to and subscribed before me this 11th day of July in the year of 2018

Notary Public

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

Resubdivision 1807PC078:
Heinrich & Associates LLC., agent for John Hopkins, property owner, requests to divide the 38,528 square-foot tax parcel 0811H-02-046.000 into two parcels zoned R-1-7.5 (Single-family): located north of and adjacent to East Beach Boulevard, south of 2nd Street, east of Kelly Avenue, and west of Olive Avenue, in Ward 2. Final Plat 1807PC079: Robert Heinrich, agent for Blessed Investment Team, LLC, property owner, request a final plat (a re-plat of lots 1-5, 18, 24-29, 31-32, 34-37, & 40-42) of Tracewood Subdivision of 32 lots on parcels 0907M-01-004.001, 0907M-01-004.044, 0907-M01-004.002, 0907M-01-004.045, 0907M-01-004.003, 0907M-01-004.046, 0907M-01-004.004, 0907M-01-004.047, 0907M-01-004.005, 0907M-01-004.048, 0907M-01-004.018, 0907M-01-004.049, 0907M-01-004.024, 0907M-01-004.050, 0907M-01-004.025, 0907M-01-004.051, 0907M-01-004.026, 0907M-01-004.052, 0907M-01-004.027, 0907M-01-004.053, 0907M-01-004.028, 0907M-01-004.029, 0907M-01-004.054, 0907M-01-004.060, 0907M-01-004.031, 0907M-01-004.032, 0907M-01-004.034, 0907M-01-004.035, 0907M-01-004.055, 0907M-01-004.036, 0907M-01-004.037, 0907M-01-004.056, 0907M-01-004.061, 0907M-01-004.040, 0907M-01-004.057, 0907M-01-004.041, 0907M-01-004.058, 0907M-01-004.042, and 0907M-01-004.059, zoned R-2 (Single-family): located north of and adjacent to O'Neal Road, south of Malley Drive, east of Williams Road, west of Holliman Road, Ward 6.
Zoning Text Amendment 1808PC084:
The City of Gulfport requests amendments to the Comprehensive Zoning Ordinance, as amended, Section I. Definitions (B) Words and Phrases – Short Term Rental, and, to amend Section III. District Regulations (J) Chart of Permitted Uses (2) Schedule of uses – Residential: to add Short Term Rental.
General Plan 1705PC052:
Elliott Land Dev. LLC, property owner, requests approval for an 18-lot subdivision (Duckworth South) on the tax parcel 0807K-01-018.000 containing 9.7 acres zoned R-1-15 (Single Family): located north of O'Neal Road, south of and adjacent to Duckworth Road, east of Tara Hills Drive, and west of Aerie Road, in Ward 7. Final Plat 1803PC034: Elliott Homes, LLC, property owner, requests final plat approval for an 18-lot subdivision (Duckworth South) on the tax parcel 0807K-01-018.000 containing 9.7 acres zoned R-1-15 (Single Family): located north of O'Neal Road, south of and adjacent to Duckworth Road, east of Tara Hills Drive, and west of Aerie Road, in Ward 7. This the 5th day of July 2018
Keith Williams, Chairman
City of Gulfport Planning Commission
-0003749531

1. CITY OF GULFPORT PLANNING COMMISSION

2

3 1807PC071

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5 TRANSCRIPT OF HEARING

6 July 26, 2018

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8 TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT

9 PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,

10 GULFPORT, MISSISSIPPI, ON THE 26TH DAY OF JULY 2018

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

12 NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

13
****

14
COMMISSION MEMBERS PRESENT:

15
KEITH WILLIAMS, President

16 VIRGINIA ADOLPH
WILLIAM "PRINCE" JONES

17 B.J. SELLERS
CHARLIE HEWES

18 JOHN ANTHONY
DOUG HANCOCK

19

20
STAFF PRESENT:

21
GREG HOLMES

22 SU-LIN BOLIN

23

24

25

1. 2. Resubdivision 1807PC071
2. MS. WELCH: Resubdivision Case Number 071 has
3. been duly and timely noticed as required by law. The
4. applicant requests to divide parcels into seven new parcels
5. zoned T4+ general urban zone plus located north of and
6. adjacent to West Beach Boulevard, south of Finley Street,
7. east of 42nd Avenue, and west of and adjacent to 41st
8. Avenue, in Ward 2. A copy of the packet considered is
9. hereby offered to the record.
10. MR. WILLIAMS: All right. Thank you.
11. Mr. Carriere, you're going to speak on this
12. one?
13. MR. CARRIERE: Brian Carriere,
14. C-A-R-R-I-E-R-E. Address is 1 Palmer Place 39507.
15. I represent Floyd Gray, the property owner.
16. He is requesting resubdivision because instead of doing
17. condos on one parcel, he's going to be doing single family
18. homes on the seven parcels in this case.
19. I've worked with Greg's office and to get the
20. -- because this is the Westside community, and, of course,
21. in the Smart Code overlay on Highway 90, we've worked to

22. stay within all the requirements, and at least at this stage

23. we meet them.

24. MR. WILLIAM: All right. Commissioners, any

25. questions on this one right now?

MR. SELLERS: This would be for the staff.

Are we -- the overall parcels are already split zoned; is

that correct?

MR. HOLMES: The zoning is actually T4+.

We're not changing the zoning. He's actually subdividing

property.

MR. SELLERS: The entire piece is T4+

currently?

MR. HOLMES: Yes.

MR. CARRIERE: My piece is. The piece

adjacent to it north, I think, is where that changes.

MR. SELLERS: Okay. I must have

misunderstood.

MR. CARRIERE: Because we don't have

everything finished.

MR. SELLERS: Okay. It's just the hashed

part?

MR. CARRIERE: It's just the hashed part you

see there on the corner.

MR. WILLIAMS: Good clarification.

Any other questions, commissioners?

MR. HANCOCK: I have one other clarification,

I guess, for Greg. The summary sheet says we're dividing it

24. into seven parcels. The first sheet actually says six

25. parcels. Is it going to be six or seven?

MR. CARRIERE: It's going to be seven.

MR. HANCOCK: Seven parcels.

MR. WILLIAMS: Any further questions? Thank you. If something comes up, we'll ask you to come back up.

Appreciate it.

MR. CARRIERE: No problem.

Anyone else here to speak for the request?

Anybody here to speak against this request?

Commissioners, we've heard the case. You had a chance to review it. Any further questions or comments?

Or I'll take a motion, please.

MR. ANTHONY: Mr. Chairman, for the staff, I have a question. North of this property, what is that?

MR. HOLMES: It's zoned T4L.

MR. ANTHONY: What's in that?

MR. HOLMES: The north side is T3. The property north is ( ).

MR. ANTHONY: What is surrounding that property? Is that also homes or single family homes in there?

MR. HOLMES: It's some vacant property, but there are some homes in the area.

MR. OLIVER: Can I speak? I own the property

24. just north of it.

25. MR. WILLIAMS: Yeah, I guess so. I had asked

for public comment earlier, but come on real quick.

MR. OLIVER: My name is Chet Oliver ( ).

I have the property just north of that property. I'm across

the street, I have a house across the street on the corner

of Finley and 41st Street.

So that's -- I think my property is just

north of theirs is T3 right now.

The only concern I have about this

development is I know the T4+ they can build right on the

property line. And the way they have the lots laid out on

the side setbacks, so if he -- the lot that he's planning on

developing just south of me, he'll have a building set right

on my property line. And the T3, I can't build on the

property line. So it's going to kind of make it kind of

awkward with him being that close.

I'm not sure how they're going to lay it out,

what they're doing in that, and parking, also, how they plan

on doing their parking.

I know they're given a little bit of leeway

on back yard parking like it's supposed to be in the Smart

21. Code. Some of the houses being built in the neighborhood

22. aren't required to do that. You know you come out the

23. alleyway and come in. I'm not sure what they're going to do

24. on these pieces of property.

25. MR. WILLIAMS: All right. Greg, just for

clarification now, the property that's just north of that,

the orange spot there, that's T4L; right?

MR. HOLMES: Yes, sir.

MR. WILLIAMS: Okay. And does that allow for

building right on the property line as he's saying?

MR. HOLMES: The setbacks are not on the

property line; they are reduced.

MR. SELLERS: The survey shows six feet, rear

and side.

MR. OLIVER: That's on mine. But on the T4+

property line, is that what it shows?

MR. WILLIAMS: It's six feet.

MR. OLIVER: I's six feet on th T4+? I went

by the code office, and they told me it was right on the

property, so it kind of concerned me a little bit. Okay.

that helps.

MR. WILLIAMS: All right. Thank you, sir.

Appreciate it. Appreciate your interest.

All right. Any other questions from the

commissioners?

So y'all have heard the case. I'll take a

motion if we're ready for it.

MR. ANTHONY: Mr. Chairman, in Case

24. 1807PC071, I move that we accept staff -- excuse me -- we

25. approve it with any conditions.

1. MR. WILLIAMS: All right. So we've got a
2. motion to approve the case with any conditions that are
3. stated. Do I have a second?
4. MR. HEWES: Second.
5. MR. WILLIAMS: Any further discussion? If
6. not, all those in favor signify by saying aye. Any opposed?
7. All right. It's been approved. Thank you.
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N.J. SOROE, CSR #1297
(228) 467-2199

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2

3 1807PC071

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 26th day of July 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 30th day of July

20 2018.

21

22

23

---

24 NORMA JEAN LADNER SOROE, CSR #1297

Certified Shorthand Reporter

25

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

MEMORANDUM

To: City of Gulfport Planning Commission

From: Greg Holmes, Planning Administrator
Urban Development Department

Date of Hearing: September 4, 2018

Re: Certificate of Resubdivision - divide one parcel into two parcels zoned T3 (Suburban zone) and T4L (General Urban "Limited"): located north of and adjacent to Perry Street, south of and adjacent to Woodhaven Drive, east of Loposser Avenue, and west of Tegarden Road - Case # 1807PC074 - Ward 2.

Josephine A O'neal and Theodore B. Autin, property owners, requests to redivide the tax parcels 0910P-01-040.000 and 0910P-01-047.000 containing 1.21 acres zoned T3 (Suburban zone) and T4L (General Urban "Limited"): located north of and adjacent to Perry Street, south of and adjacent to Woodhaven Drive, east of Loposser Avenue, and west of Tegarden Road, Ward 2.

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: August 24th, 2018

Re: **Resubdivision 1807PC074:** Josephine A O'Neal and Theodore B. Autin, property owners, requests to divide the tax parcels 0910P-01-040.000 and 0910P-01-047.000 containing 1.21 acres zoned T3 (Suburban zone) and T4L (General Urban "Limited"): located north of and adjacent to Perry Street, south of and adjacent to Woodhaven Drive, east of Loposser Avenue, and west of Tegarden Road, Ward 2.

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Jones

Second: Mr. Anthony

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

Action: Motion was carried unanimously

Speaking for the Petition: Josephine O'Neal

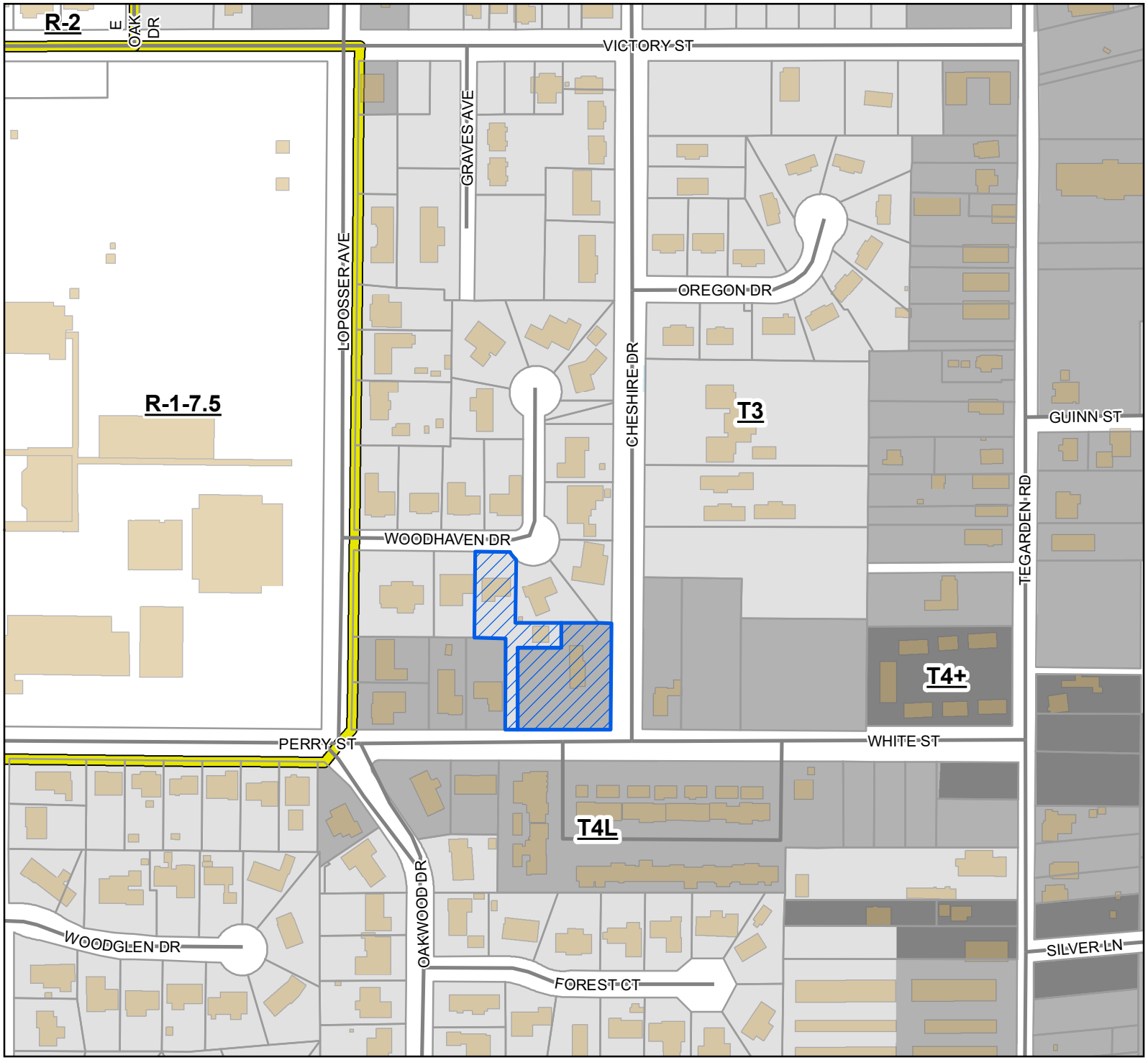
Speaking against the Petition: None

On July 26, 2018 the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for September 4th, 2018.

1807PC074

Resubdivision



Legend

- Site
- Street
- Parcels
- Buildings
- Zoning
- T4+
- T4L
- T3
- Water Features

Site Information

0910P-01-040.000
0910P-01-047.000
Zoning: T3 (Sub-urban Zone)
T4L (General Urban Zone "Limited")
Size: 1.21 acres
Flood: X

0 40 80 120
Yards

1 inch = 262 feet

N W E S

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

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 1807PC074

Hearing Date: July 26, 2018

Current Zoning/Use: T3 / Single Family Home
T4L / Single Family Home

Legal: Josephine A O'Neal and Theodore B. Autin, property owners, requests to divide the tax parcels 0910P-01-040.000 and 0910P-01-047.000 containing 1.21 acres zoned T3 (Suburban zone) and T4L (General Urban "Limited"): located north of and adjacent to Perry Street, south of and adjacent to Woodhaven Drive, east of Loposser Avenue, and west of Tegarden Road, Ward 2.

TECHNICAL DETAILS

The applicant is requesting to divide two parcels of land containing approximately 1.21 acres; parcel 0910P-01-040.000 is zoned T3 (Suburban Zone) and is 20,645± square feet while 0910P-01-047.000 is zoned T4L (General Urban Zone "Limited") and is 32,052± square feet. Effectively, the division will create a reconfiguration of the original two parcels being parcel "A" to contain 17,547± square feet and parcel "B" to contain 35,109± square feet.

The Gulfport Subdivision Regulations require that:

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

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

Any approval should consider these conditions:

1. Resubdivsion of the parcels will create a split zone condition on the propose parcel "B". Consequently, the 35,109± square-foot T4L Parcel "B" will then have 3,060 square feet of T3.

DEPARTMENTAL CONDITIONS

Engineering: No conditions. Memo dated July 12, 2018.

Technical Report

Resubdivision

Public Works:	No conditions. Memo dated July 12, 2018.
Traffic and Safety:	No conditions. Memo dated July 12, 2018.
Building Code Services:	Must meet all current Building Codes and City and Gulfport Ordinances. Memo dated July 9, 2018.
GIS:	No conditions. Memo dated July 11, 2018.
Police Department:	No conditions. Memo dated July 11, 2018.
Fire Department:	No conditions. Memo dated July 16, 2018.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Pietrangelo
Director of Urban Development Department

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

APPLICATION FOR RESUBDIVISION

Property Information

For Staff Use Only

Case File #: 1807PC074

Date Received:

Receipt #:

Received By: CL

Zoning: T3&T4C

Ward: 2 Flood:

Size: 1.21 Acres

TAX PARCEL # 091OP-01-040.000
091OP-01-047.000
(If necessary, use separate sheet of paper)

Address of Property Involved: 249 PERRY STREET 117 WOODHAVEN DR, GULFPORT, MS 39507

Lot(s) 8, Block(s) 9, Subdivision WOOD GLEN SUBDIVISION SECTION III

General Location: N. OF PERRY ST.; W. OF CHESHIRE DR, S. OF WOODHAVEN DR.

GENERAL DESCRIPTION OF REQUEST:
TO SUBDIVIDE TWO PARCELS INTO PARCEL ONE & PARCEL TWO (RE-CONFIGURING PROPERTY LINES)

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
JOSEPHINE A. O'NEAL Printed Name Of Owner	Printed Name Of Agent
117 WOODHAVEN DR Mailing Address	Mailing Address
GULFPORT MS 39501 City State Zip code	City State Zip code
228-896-7618 Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
JOKEN831@ATT.NET Email	Email
Josephine A. O'Neal **Signature Of Owner**	**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.

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) THEODORE B. AUTIN

ADDRESS (STREET, CITY, STATE, ZIP CODE #248 PERRY ST., GULFPORT, MS 39507

PHONE # (H) 228-604-1011 (W) _____

TAX PARCEL NUMBER(S) OWNED 0910P-01-047.000

SIGNATURE: Theodore B. Autin

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

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: _____

By Graphic Plotting only, this property is in Zone "X" of the Flood Insurance Rate Map, Community Panel No. 28047C0268G, revision date December 21, 2017. Check with Building Official for community determined base flood elevation. Exact designation can only be determined by an Elevation Certificate. The above statement is for information only and this surveyor assumes no liability for the correctness of the cited map(s). In addition, the above statement does not represent this surveyor's opinion of the probability of flooding.

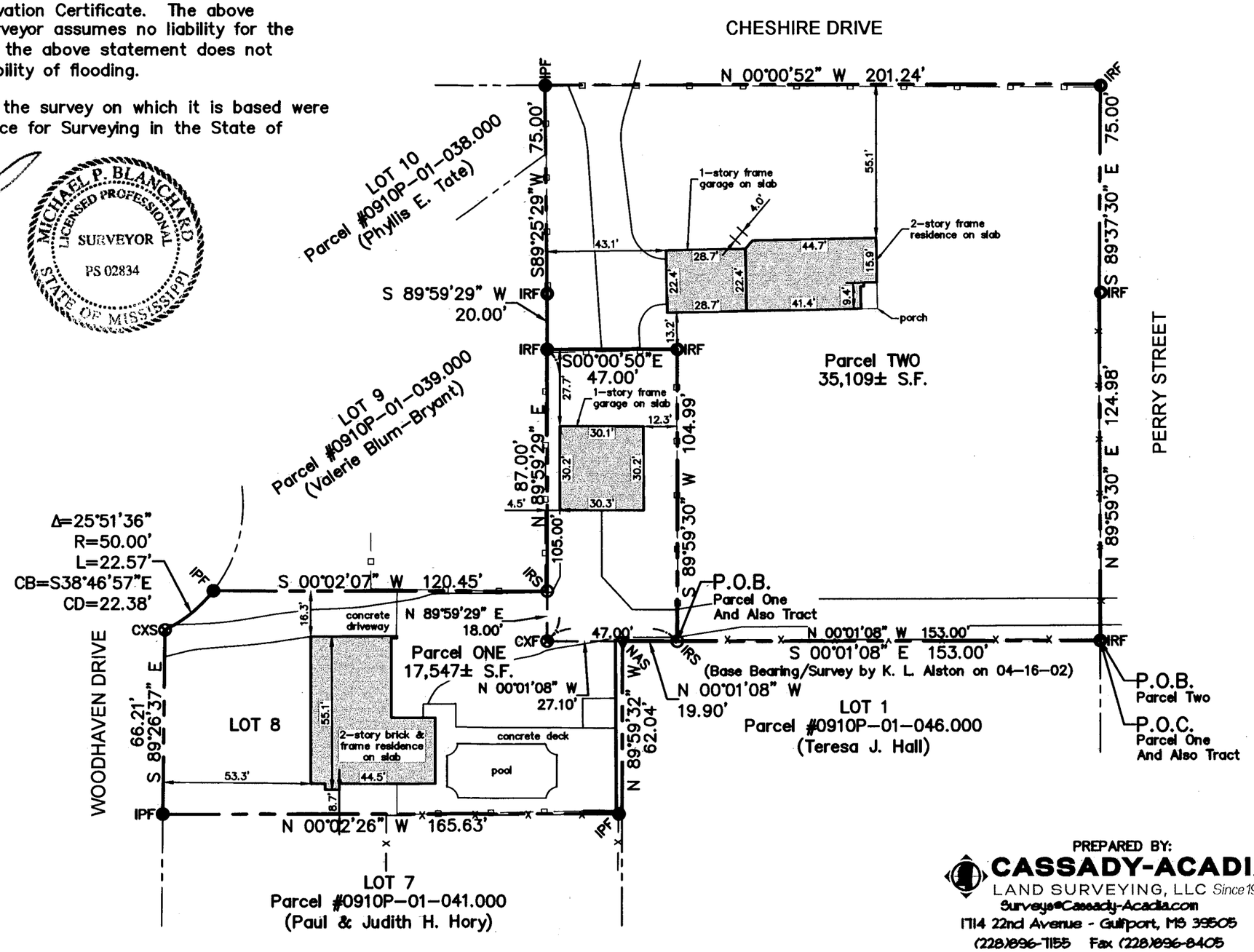
This is to CERTIFY that this map or plat and the survey on which it is based were made in accordance with "Standards of Practice for Surveying in the State of Mississippi".

Michael P. Blanchard, PS
Dated: June 1, 2018

MICHAEL P. BLANCHARD
LICENSED PROFESSIONAL SURVEYOR
PS 02834
STATE OF MISSISSIPPI

CLASS "B" SURVEY

- ● IPF = IRON PIPE FOUND
- ○ IRF = IRON ROD FOUND
- ▲ NAS = 60d NAIL SET IN TREE
- ⊗ CXF/CXS = CHISELED "X" FOUND/SET
- ○ IRS = IRON ROD SET
- —▫— = WOOD FENCE LINE
- —x— = CHAIN-LINK FENCE LINE



RESUBDIVISION OF PARCELS
#0910P-01-040.000 &
#0910P-01-047.000 INTO
PARCELS ONE & TWO
SHEET 2 OF 4

PREPARED BY:
CASSADY-ACADIA
LAND SURVEYING, LLC Since 1947
Surveys@Cassady-Acadia.com
1714 22nd Avenue - Gulfport, MS 39505
(228)896-7155 Fax (228)896-8405

Scale: 1" = 40'	Drawn By: JET	Job Number: 18-02-349
Date: 06/01/2018	Revised: --/--/--	Filename: 18-02-349.dwg

By Graphic Plotting only, this property is in Zone "X" of the Flood Insurance Rate Map, Community Panel No. 28047C0268G, revision date December 21, 2017. Check with Building Official for community determined base flood elevation. Exact designation can only be determined by an Elevation Certificate. The above statement is for information only and this surveyor assumes no liability for the correctness of the cited map(s). In addition, the above statement does not represent this surveyor's opinion of the probability of flooding.

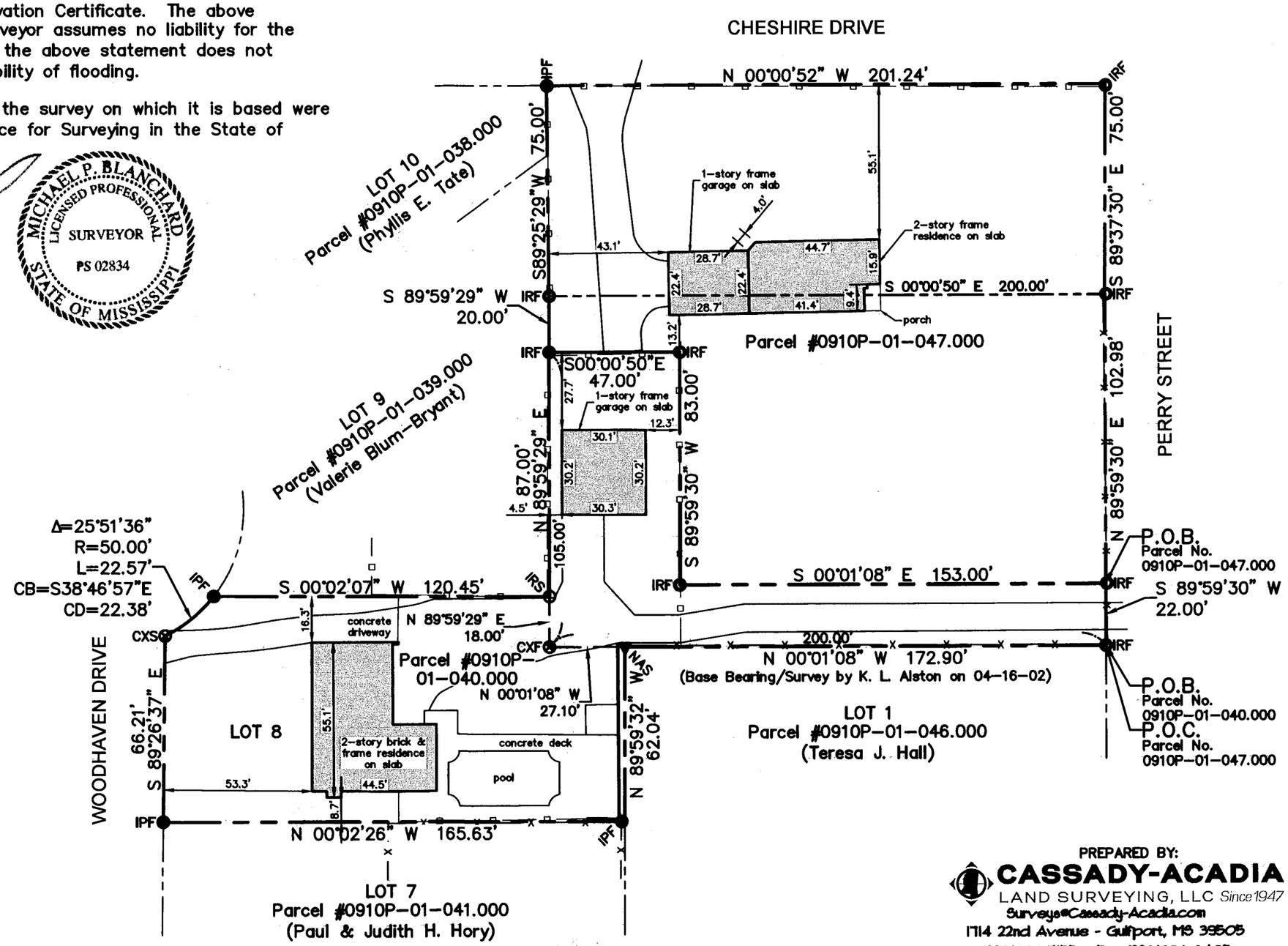
This is to CERTIFY that this map or plat and the survey on which it is based were made in accordance with "Standards of Practice for Surveying in the State of Mississippi".

Michael P. Blanchard, PS
Dated: June 1, 2018

CLASS "B" SURVEY

MICHAEL P. BLANCHARD
LICENSED PROFESSIONAL
SURVEYOR
PS 02834
STATE OF MISSISSIPPI

- IPF = IRON PIPE FOUND
- IRF = IRON ROD FOUND
- NAS = 60d NAIL SET IN TREE
- CXF/CXS = CHISELED "X" FOUND/SET
- IRS = IRON ROD SET
- WOOD FENCE LINE
- CHAIN-LINK FENCE LINE



RESUBDIVISION OF PARCELS #0910P-01-040.000 & #0910P-01-047.000 INTO PARCELS ONE & TWO
SHEET 1 OF 4

PREPARED BY:
CASSADY-ACADIA
LAND SURVEYING, LLC Since 1947
Surveys@Cassady-Acadia.com
1714 22nd Avenue - Gulfport, MS 39505
(228)896-7155 Fax (228)896-8405

Scale: 1" = 40'	Drawn By: JET	Job Number: 18-02-349	
Date: 06/01/2018	Revised: --/--/--	Filename: 18-02-349.dwg	

CERTIFICATE OF RESUBDIVISION

In accordance with Section 9-48 of the Code of Ordinance (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have reviewed and approved this Final Plat for the Resubdivision of "PARCEL 09100-01-040.000" & "PARCEL 09100-01-047.000" in Section 36, Township 7 South, Range 11 West into Parcel "ONE" and Parcel "TWO". The subject property is generally described as being located north of Perry Street, west of Cheshire Drive, and east of Loposser Avenue. The ad valorem tax parcel numbers of the subject property are 09100-01-040.000 (Deed Book 1596, Pages 377-382/Instrument No. 2002-5395-D-J1). & 09100-01-047.000 (Deed Book 1594, Pages 374-376/Instrument No. 2002-6060-D-J1). The Case File Number is _____.

LEGAL DESCRIPTION OF LANDS PRIOR TO THIS RESUBDIVISION (PER DEED):

PROPERTY OF JOSEPHINE A. O'NEAL:
PARCEL NO. 09100-01-040.000
(Deed Book 1596, Page 377-382/Instrument No. 2002-5395-D-J1)

Lot 8, Block 9, WOOD GLEN SUBDIVISION, SECTION III, as per the map or plat thereof on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi and also a parcel of land located in the Northeast Quarter of the Southeast Quarter of Section 36, Township 7 South, Range 11 West, First Judicial District of Harrison County, Mississippi and being more particularly described as follows: BEGINNING at the Southeast corner of Lot 1, Block 9 of WOOD GLEN SUBDIVISION, SECTION III, recorded in Plat Book 24 at page 1 and thence run North 00 degrees 01 minutes 08 seconds West along the east line of said Lot 1 a distance of 200.00 feet to an "X" set in a concrete driveway; thence run North 89 degrees 59 minutes 29 seconds East along the south line of Lots 8 and 9, Block 9 of said Wood Glen Sub., Section III a distance of 105.00 feet to an iron rod set; thence run South 00 degrees 00 minutes 50 seconds East a distance of 47.00 feet to an iron rod set; thence run South 89 degrees 59 minutes 30 seconds West a distance of 83 feet to an iron rod set on the north margin of Perry or White Street; thence run South 89 degrees 59 minutes 30 seconds west along said north margin a distance of 22.00 feet to the point of beginning. Said parcel contains 20,913 square feet, more or less.

PROPERTY OF THEODORE B. AUTIN:
PARCEL NO. 09100-01-047.000
(Deed Book 1594, Page 374-376/Instrument No. 2002-6060-D-J1)

Commencing at the Southeast corner of Lot 1, Block 9 of WOOD GLEN SUBDIVISION, SECTION III, recorded in Plat Book 24 at page 1 and thence run North 89 degrees 59 minutes 30 seconds East along the north margin of Perry or White Street a distance of 22.00 feet to the POINT OF BEGINNING; thence continue North 89 degrees 59 minutes 30 seconds East along said north margin a distance of 102.98 feet to an iron rod found; thence run north 00 degrees 00 minutes 50 seconds West a distance of 200.00 feet to an iron rod set; thence run south 89 degrees 59 minutes 29 seconds West along the south line of Lot 9, Block 9, WOOD GLEN SUBDIVISION, SECTION III, a distance of 20.00 feet to an iron rod set; thence run South 00 degrees 00 minutes 50 seconds East a distance of 83.00 to an iron rod set; thence run South 00 degrees 01 minutes 08 seconds East a distance of 153.00 feet to the point of beginning. Said parcel contains 16,697 square feet, more or less.

AND

That certain lot or parcel of land commencing at the Northwest corner of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 36, Township 7 South, Range 11 West, and running thence North 192 feet to the South line of a road, thence continuing North a distance of 60 feet to the North margin of said Road, thence running in an Easterly direction along the North margin of said street a distance of 415 feet, more or less, to a point 75 feet West of a North-South road intersecting the road previously referred to, said point being the point of beginning of the property hereby conveyed. And from said point of beginning, running thence East 75 feet, thence North along the West margin of a public road a distance of 200 fee, thence running West 75 feet, thence running South 200 feet to the point of beginning.

LEGAL DESCRIPTIONS OF THE (2) PARCELS CREATED BY THIS RESUBDIVISION:

LEGAL DESCRIPTION OF PARCEL ONE: AS PER SURVEY

Lot 8, Block 9, WOOD GLEN SUBDIVISION, SECTION III (Plat Book 24, Page 1), City of Gulfport, First Judicial District of Harrison County, Mississippi.

AND ALSO

A parcel of land situated and being located in the Northeast ¼ of the Southeast ¼ of Section 36, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Commencing at an iron rod found at the Southeast corner of Lot 1, Block 9, WOOD GLEN SUBDIVISION, SECTION III (Plat Book 24, Page 1); thence run North 00 degrees 01 minutes 08 seconds West along the east line of said Lot 1 a distance of 153.00 feet to an iron rod set at the POINT OF BEGINNING; thence continue North 00 degrees 01 minutes 08 seconds West along the east line of said Lot 1 and an east line of Lot 8, Block 9, WOOD GLEN SUBDIVISION, SECTION III a distance of 47.00 feet to an "X" cut in a concrete driveway; thence run North 89 degrees 59 minutes 29 seconds East along the south line of said Lot 8 and Lot 9, Block 9, WOOD GELN SUBDVISION SECTION III a distance of 105.00 feet to an iron rod found; thence run South 00 degrees 00 minutes 50 seconds East a distance of 47.00 feet to an iron rod found; thence run South 89 degrees 59 minutes 30 seconds West a distance of 104.99 feet to the POINT OF BEGINNING. Overall Parcel One contains 17,547 square feet, more or less.

LEGAL DESCRIPTION OF PARCEL TWO: AS PER SURVEY

A parcel of land situated and being located in the Northeast ¼ of the Southeast ¼ of Section 36, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

BEGINNING at an iron rod found at the Southeast corner of Lot 1, Block 9, WOOD GLEN SUBDIVISION, SECTION III (Plat Book 24, Page 1); thence run North 89 degrees 59 minutes 30 seconds East along the north margin of Perry Street a distance of 124.98 feet to an iron rod found; thence run South 89 degrees 37 minutes 30 seconds East along the north margin of Perry Street a distance of 75.00 feet to an iron rod found at the intersection of the north margin of Perry Street and the west margin of Cheshire Drive; thence run North 00 degrees 00 minutes 52 seconds West along the west margin of Cheshire Drive a distance of 201.24 feet to an iron pipe found; thence run South 89 degrees 25 minutes 29 seconds West along the south lines of Lot 10 and Lot 9, Block 9, WOOD GLEN SUBDIVISION, SECTION III a distance of 75.00 feet to an iron rod found; thence run South 89 degrees 59 minutes 29 seconds West along the south line of said Lot 9 a distance of 20.00 feet to an iron rod found; thence run South 00 degrees 00 minutes 50 seconds East a distance of 47.00 feet to an iron rod found; thence run South 89 degrees 59 minutes 30 seconds West a distance of 104.99 feet to an iron rod set on the east line of said Lot 1; thence run South 00 degrees 01 minutes 08 seconds East along the east line of said Lot 1 a distance of 153.00 feet to the POINT OF BEGINNING. Said parcel contains 35,109 square feet, more or less.

RESUBDIVISION OF PARCELS #0910P-01-040.000 & #0910P-01-047.000 INTO PARCELS ONE & TWO
SHEET 3 OF 4

PREPARED BY:
CASSADY-ACADIA
LAND SURVEYING, LLC Since 1947
Surveys@Cassady-Acadia.com
1714 22nd Avenue - Gulfport, MS 39505
(228)896-7155 Fax (228)896-8405

Scale: N.T.S.	Drawn By: JET	Job Number: 18-02-349
Date: 06/01/2018	Revised: --/--/--	Filename: 18-02-349.dwg

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

Ratified and Approved by:

Josephine A. O'Neal
(Signature) By: Josephine A. O'Neal, Owner

This 4th day of June, 2018.

ACKNOWLEDGE

Before me, the undersigned, personally appeared the aforenamed Josephine A. O'Neal, who acknowledged that she is the owner and she accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

NOTARY PUBLIC

My Commission Expires: 10/23/20

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 118168 GREGORY B. WILLIAMS Commission Expires Oct. 23, 2020 HARRISON COUNTY

Ratified and Approved by:

Theodore B. Autin
(Signature) By: Theodore B. Autin

This 4th day of June, 2018.

ACKNOWLEDGE

Before me, the undersigned, personally appeared the aforenamed Theodore B. Autin, who acknowledged that he is the owner and he accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

NOTARY PUBLIC

My Commission Expires: 10/23/20

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 118168 GREGORY B. WILLIAMS Commission Expires Oct. 23, 2020 HARRISON COUNTY

PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the _____ day of _____, 2018.

Gulfport City Planning Commission

Planning Division Administrator

APPROVAL

Submitted to and approved by the City of Gulfport, City Council, at the regular meeting of said Council held on the _____ day of _____, 2018.

ATTEST:

ADOPT:

CLERK OF COUNCIL

PRESIDENT

This resubdivision plat and Certificate of Resubdivision, having been submitted and approved by the Mayor, this _____ day of _____, 2018.

BILLY HEWES, MAYOR

RESUBDIVISION OF PARCELS #0910P-01-040.000 & #0910P-01-047.000 INTO PARCELS ONE & TWO
SHEET 4 OF 4

PREPARED BY:
CASSADY-ACADIA
LAND SURVEYING, LLC Since 1947
Surveys@Cassady-Acadia.com
1714 22nd Avenue - Gulfport, MS 39505
(228)896-7155 Fax (228)896-8405

Scale: N.T.S.	Drawn By: JET	Job Number: 18-02-349	
Date: 06/01/2018	Revised: --/--/--	Filename: 18-02-349.dwg	

URBAN DEVELOPMENT
PLANNING DIVISION

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

July 6, 2018

Josephine A O'Neal
17 Woodhaven Dr
Gulfport, MS 39501

RE: <u>Resubdivision 1807PC074:</u> Josephine A O'Neal and Theodore B. Autin, property owners, requests to divide the tax parcels 0910P-01-040.000 and 0910P-01-047.000 containing 1.21 acres zoned T3 (Suburban zone) and T4L (General Urban "Limited"): located north of and adjacent to Perry Street, south of and adjacent to Woodhaven Drive, east of Loposser Avenue, and west of Tegarden Road, 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 Planning Commission will hold a public hearing to consider the above request at 4:30 P.M. on **Thursday, July 26, 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. <u>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.</u>

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

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

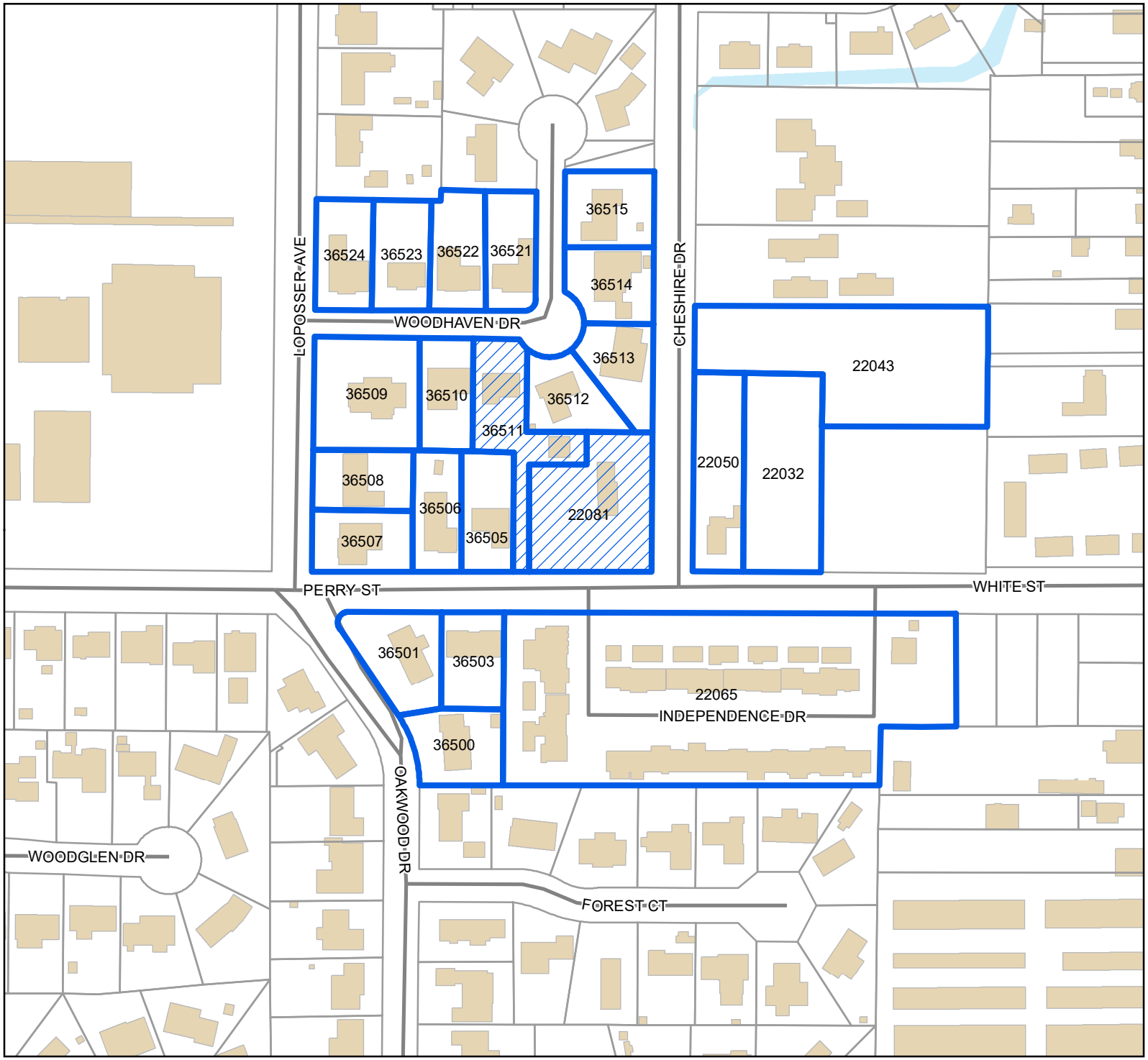
Sincerely,
City of Gulfport Planning Division

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

PPIN	Parcel ID	Name	Address	City	State	ZIP
		O'NEAL JOSEPHINE A (Owner	117 WOODHAVEN DR	GULFPORT	MS	39507
		Theodore B. Autin (Owner)	248 PERRY ST	Gulfport	MS	39507
		Adjacent Property Owners				
22032	0910P-01-014.000	LIVE OAK HOLDINGS LLC	13841 FAIRWAY DR	OCEAN SPRINGS	MS	39564
22043	0910P-01-016.000	MS CHESHIRE HOMES OF HARRISON CO	480 CHESHIRE DRIVE	GULFPORT	MS	39507
22050	0910P-01-015.000	KENNEDY RUTH W -ESTATE-	715 WHITE ST	GULFPORT	MS	39507
22065	0910P-02-068.000	HERITAGE PLACE CONDOMINIUMS	33 HERITAGE PLACE	GULFPORT	MS	39507
22081	0910P-01-047.000	AUTIN THEODORE B	248 PERRY ST	GULFPORT	MS	39507
36500	0910P-02-065.000	OWEN JOSEPH SAM SR & SHIRLEY ANN	PO BOX 673	GULFPORT	MS	39502
36501	0910P-02-066.000	CHAVERS DAVID M	295 OAKWOOD DR	GULFPORT	MS	39507
36503	0910P-02-067.000	SMITH LORRAINE W	211 PERRY ST	GULFPORT	MS	39508
36505	0910P-01-046.000	HALL TERESA J	218 PERRY ST	GULFPORT	MS	39507
36506	0910P-01-045.000	BLUM TERESA	212 PERRY ST	GULFPORT	MS	39501
36507	0910P-01-044.000	LADNER WARREN P & SHELLY L	500 LOPOSSER AVE	GULFPORT	MS	39507
36508	0910P-01-043.000	HAMILTON GORDON -ETAL-	506 LOPOSSER AVE	GULFPORT	MS	39507
36509	0910P-01-042.000	LEFEVE ROBERT A -EST-	101 WOODHAVEN DR	GULFPORT	MS	39507
36510	0910P-01-041.000	HORY PAUL & JUDITH H	111 WOODHAVEN DR	GULFPORT	MS	39507
36511	0910P-01-040.000	O'NEAL JOSEPHINE A	117 WOODHAVEN DR	GULFPORT	MS	39507
36512	0910P-01-039.000	BLUM-BRYANT VALERIE	123 WOODHAVEN DR	GULFPORT	MS	39507
36513	0910P-01-038.000	TATE PHYLLIS E	P O BOX 6302	GULFPORT	MS	39506
36514	0910P-01-037.000	STRINGER NELDA G L/E	137 WOODHAVEN DR	GULFPORT	MS	39507
36515	0910P-01-036.000	PAGE BRUCE L & MARY S	141 WOODHAVEN DR	GULFPORT	MS	39507
36521	0910P-01-030.000	NATIONSTAR MORTGAGE LLC DBA CHAMION	P.O. Box 612877	Dallas	TX	75261
36522	0910P-01-029.000	COOK ANITA ELIZABETH SPENCER	112 WOODHAVEN DR	GULFPORT	MS	39507
36523	0910P-01-028.000	MCRAE IAN & JULIANNA D	106 WOODHAVEN DR	GULFPORT	MS	39507
36524	0910P-01-027.000	MOZINGO J C JR & WF	100 WOODHAVEN DR	GULFPORT	MS	39501

1807PC074

Resubdivision



Legend

- Site
- Adjacent Properties
- Street
- Parcels
- Buildings
- Water Features

0 30 60 90
Yards

1 inch = 200 feet

N
W E
S

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.

SunHerald

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Depth
		LEGAL NOTICE PUBLIC HEARING In conformar				

Attention:

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

LEGAL NOTICE PUBLIC HEARING
In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, July 26, 2018 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Resubdivision 1807PC070: Alvin Edward Moss and Tuyen T. Tran, property owners, request to divide two parcels 0811C-05-008.000 and 0811C-05-009.000 containing approx. .525 acres into two parcels zoned B-2 (General Business): located north of Pass Road, south of and adjacent to 28th Street, east of and adjacent to 28th Avenue, and west of 25th Avenue, Ward 3.

Resubdivision 1807PC071: Brian Carriere, agent for Floyd Gray, Jr., property owner, request to divide the 21,650 square-foot tax parcel 0711P-03-042.000 into seven new parcels zoned T4+ (General Urban Zone "Plus"): located north of and adjacent to W Beach Boulevard, south of Finley Street, east of 42nd Avenue, and west of and adjacent to 41st Avenue, in Ward 2.

Resubdivision 1807PC073:
William Symmes, agent for Columbus Management LLC, property owner, requests to divide the tax parcels 1010K-04-006.000, 1010K-04-006.001, 1010K-04-010.000, 1010K-04-011.000, 1010K-04-017.000, 1010K-04-021.000, and 1010K-04-025.000 containing approx. 7 acres zoned T3 (Sub-urban zone), T4L (General Urban Zone "Limited"), and T4+ (General Urban Zone "Plus"): located north of North Street, south of 5th Street, east of and adjacent to 5th Street, and west of and adjacent to Cowan Road, in Ward 2.

Resubdivision 1807PC074:
Josephine A O'Neal and Theodore B. Autin, property owners, requests to divide the tax parcels 0910P-01-040.000 and 0910P-01-047.000 containing 1.21 acres zoned T3 (Suburban zone) and T4L (General Urban "Limited"): located north of and adjacent to Perry Street, south of and adjacent to Woodhaven Drive, east of Lopossar Avenue, and west of Tegarden Road, Ward 2.

Planning Commission Approval 1807PC075: Staci James Hensley and Mary James, property owners, request a photography business as a home occupation at 13333 Twin Dr. on the tax parcel 08070-01-13.001 zoned R-1-15 (Single-family): located north of Westin cove, south of Duckworth Road, east of Tara Hills Drive, and west of and adjacent to Twin Drive, in Ward 7.

STATE OF MISSISSIPPI
DEBORAH LADNER
NOTARY PUBLIC
ID No. 124293
Commission Expires
June 7, 2022
HARRISON COUNTY

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Before me, the undersigned Notary of Harrison County, Mississippi personally appeared CLAUDIA HENRY, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 Insertion(s)

Published On:
July 11, 2018

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

Clerk

Sowrn to and subscribed before me this 11th day of July in the year of 2018

Notary Public

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

Resubdivision 1807PC078:
Heinrich & Associates LLC., agent for John Hopkins, property owner, requests to divide the 38,528 square-foot tax parcel 0811H-02-046.000 into two parcels zoned R-1-7.5 (Single-family): located north of and adjacent to East Beach Boulevard, south of 2nd Street, east of Kelly Avenue, and west of Olive Avenue, in Ward 2. Final Plat 1807PC079: Robert Heinrich, agent for Blessed Investment Team, LLC, property owner, request a final plat (a re-plat of lots 1-5, 18, 24-29, 31-32, 34-37, & 40-42) of Tracewood Subdivision of 32 lots on parcels 0907M-01-004.001, 0907M-01-004.044, 0907-M01-004.002, 0907M-01-004.045, 0907M-01-004.003, 0907M-01-004.046, 0907M-01-004.004, 0907M-01-004.047, 0907M-01-004.005, 0907M-01-004.048, 0907M-01-004.018, 0907M-01-004.049, 0907M-01-004.024, 0907M-01-004.050, 0907M-01-004.025, 0907M-01-004.051, 0907M-01-004.026, 0907M-01-004.052, 0907M-01-004.027, 0907M-01-004.053, 0907M-01-004.028, 0907M-01-004.029, 0907M-01-004.054, 0907M-01-004.060, 0907M-01-004.031, 0907M-01-004.032, 0907M-01-004.034, 0907M-01-004.035, 0907M-01-004.055, 0907M-01-004.036, 0907M-01-004.037, 0907M-01-004.056, 0907M-01-004.061, 0907M-01-004.040, 0907M-01-004.057, 0907M-01-004.041, 0907M-01-004.058, 0907M-01-004.042, and 0907M-01-004.059, zoned R-2 (Single-family): located north of and adjacent to O'Neal Road, south of Malley Drive, east of Williams Road, west of Holliman Road, Ward 6.
Zoning Text Amendment 1808PC084:
The City of Gulfport requests amendments to the Comprehensive Zoning Ordinance, as amended, Section I. Definitions (B) Words and Phrases – Short Term Rental, and, to amend Section III. District Regulations (J) Chart of Permitted Uses (2) Schedule of uses – Residential: to add Short Term Rental.
General Plan 1705PC052:
Elliott Land Dev. LLC, property owner, requests approval for an 18-lot subdivision (Duckworth South) on the tax parcel 0807K-01-018.000 containing 9.7 acres zoned R-1-15 (Single Family): located north of O'Neal Road, south of and adjacent to Duckworth Road, east of Tara Hills Drive, and west of Aerie Road, in Ward 7. Final Plat 1803PC034: Elliott Homes, LLC, property owner, requests final plat approval for an 18-lot subdivision (Duckworth South) on the tax parcel 0807K-01-018.000 containing 9.7 acres zoned R-1-15 (Single Family): located north of O'Neal Road, south of and adjacent to Duckworth Road, east of Tara Hills Drive, and west of Aerie Road, in Ward 7. This the 5th day of July 2018
Keith Williams, Chairman
City of Gulfport Planning Commission
-0003749531

1. CITY OF GULFPORT PLANNING COMMISSION

2

3 1807PC074

4

5 TRANSCRIPT OF HEARING

6 July 26, 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 26TH DAY OF JULY 2018

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

12 NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

13
****

14
COMMISSION MEMBERS PRESENT:

15
KEITH WILLIAMS, President
16 VIRGINIA ADOLPH
WILLIAM "PRINCE" JONES
17 B.J. SELLERS
CHARLIE HEWES
18 JOHN ANTHONY
DOUG HANCOCK

19

20
STAFF PRESENT:

21
GREG HOLMES
22 SU-LIN BOLIN

23

24

25

4. Resubdivision 1807PC074

MS. WELCH: Resubdivision Case Number 074 has been duly and timely noticed as required by law. The applicant requests to redivide (sic) tax parcel zoned T3 and T4+ (sic) located north of and adjacent to Perry Street, south of and adjacent to Woodhaven Drive, east of Loposser Avenue, and west of Tegarden Road, in Ward 2. A copy of the packet considered is hereby offered to the record.

MR. WILLIAMS: Thank you. Someone here to speak for this request?

MS. O'NEAL: My name is Julie Ann O'Neal. I live at 117 Woodhaven Drive. Originally, I owned two lots on Perry Street that were connected to my home property which is on Woodhaven Drive. I sold those two lots to my brother with the exception of the driveway, as you can see there. Anyway, I'm getting ready to sell my home, and I want to give my brother the driveway. Do you have a problem with that?

MR. HEWES: I wish I was your brother.

MR. WILLIAMS: Giving it to him. All right. Any questions? Y'all can see that on the

23. survey there, the before and after, what that looks like.

24. No questions at this time?

25. All right. Thank you. Appreciate it.

1. Anyone else here to speak for this request?
2. Anyone here to speak against this request
3. tonight?
4. All right. Commissioners, you've reviewed
5. the case. Any questions, comments? Or is there a motion
6. out there?
7. MR. JONES: In Case File 1807PC074, I move
8. that the committee accept and approve the request.
9. MR. ANTHONY: Second.
10. MR. WILLIAMS: Got a motion and a second, and
11. the motion was to approve the request with the proper
12. second. Any further discussion? If not, all those in favor
13. signify by saying aye. Any opposed?
14. All right. It's been approved. Thank you
15. all so much.
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25

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

1. BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2

3 1807PC074

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 26th day of July 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 2nd day of August

20 2018.

21

22

23

---

24 NORMA JEAN LADNER SOROE, CSR #1297

Certified Shorthand Reporter

25

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

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Emma Strong, Planner II
Planning & Zoning

Date: 08/22/2018

Subject: Certificate of Resubdivision (Short form) - divide into three parcels zoned I-2 (Heavy industrial): located north of and adjacent to Glascock Drive, south of and adjacent to Seaway Road, east of Logan Cline Drive, and west of South Park Drive - Case # 1809PC102 - Ward 5

Recommendation:

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Gregory Holmes, Planning Administrator
Urban Development Department

Date: August 24, 2018

Re: **Short form Resubdivision Case 1809PC102:**
Harrison County Development Commission, property owner, requests to divide the 33.39-acre tax parcel 0909H-01-003.000 into three new parcels zoned I-2 (Heavy industrial): located north of and adjacent to Glascock Drive, south of and adjacent to Seaway Road, east of Logan Cline Drive, and west of South Park Drive, in Ward 5.

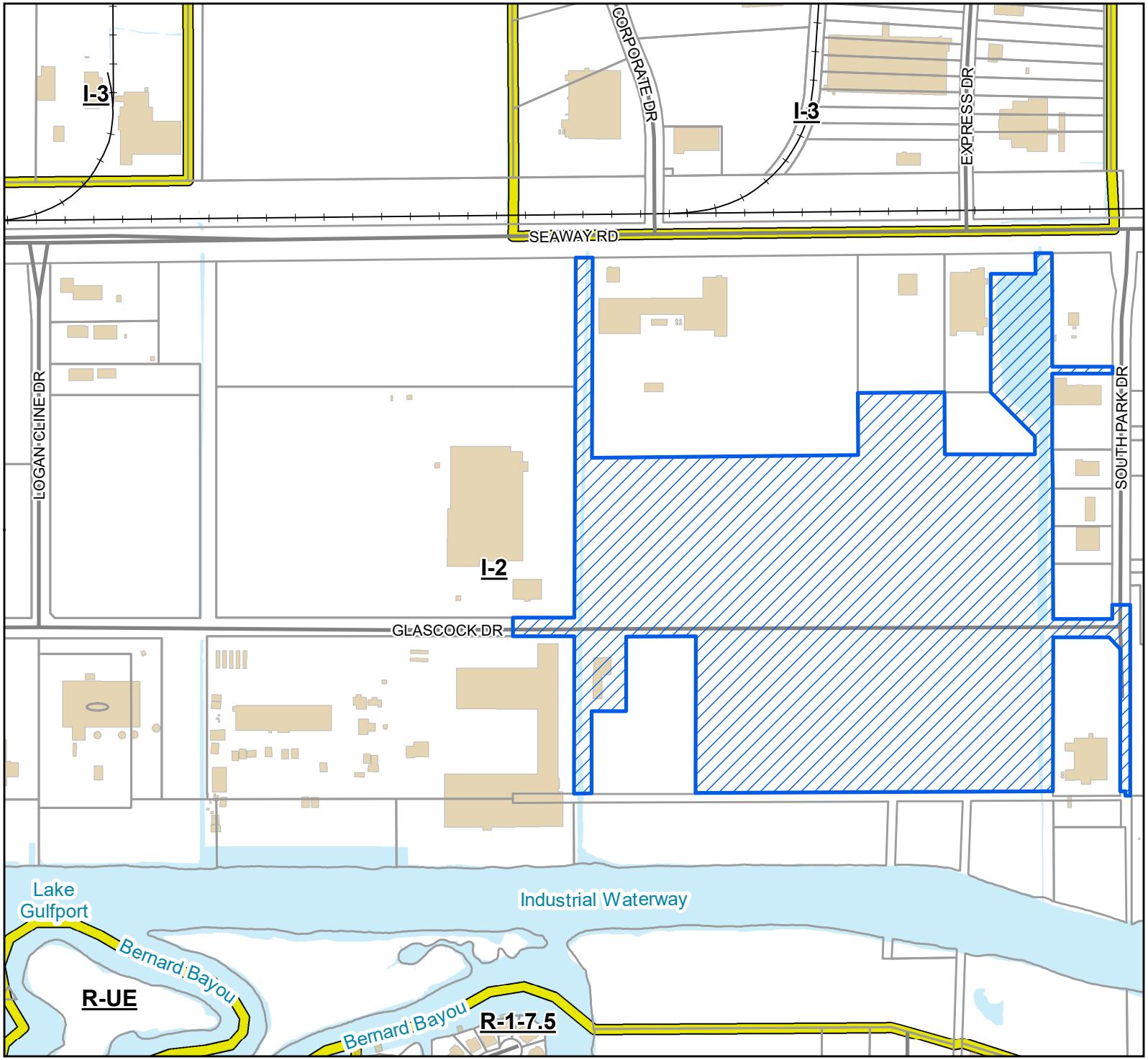
Subject: Resubdivision of tax parcel number 0909H-01-003.000

Recommendation: This re-subdivision was not reviewed by the Planning Commission and, therefore, does not include a recommendation of the Planning Commission. The request is being submitted directly to the City Council under Sec 9-48 (e) Special Provisions with a recommendation of approval by the Planning Administrator and Planning Commission Chairman.

Please place the attached item on the Council agenda for September 4, 2018.

1809PC102

Short Form Resubdivision



Legend

- Site
- Street
- Railroad
- Parcels
- Buildings
- Zoning
- Water Features

Site Information
0909H-01-003.000
Zoning: I-2 (Heavy industrial)
Size: 33.39 acres
Flood: 0.2% Annual, AE

0 90 180 270
Yards

1 inch = 600 feet

N W E S

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

Revision date 11/29/17.

~~200.00~~ 190.00

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

APPLICATION FOR RESUBDIVISION

Property Information

For Staff Use Only

Case File #: 1809PC102

Date Received: 8/7/18

Receipt #: 9120755

Received By: MWR

Zoning: _____

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

TAX PARCEL # 0909H - 01 - 003.000

Address of Property Involved: 12021 Glasscock Dr

Lot(s)_____, Block(s)_____, Subdivision_____

General Location: _____

GENERAL DESCRIPTION OF REQUEST:
To subdivide the larger parcel into smaller tracts survey provided

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
Harrison County Dev Comm	
Printed Name Of Owner	Printed Name Of Agent
12281 Intraplex Pkwy	
Mailing Address	Mailing Address
Gulfport MS 39503	
City State Zip code	City State Zip code
228-896-5020	
Home Phone Work/Cell Phone	Home Phone Work/Cell Phone
blavers@mscoast.org	
Email	Email
Signature Of Owner	**Signature Of Agent**

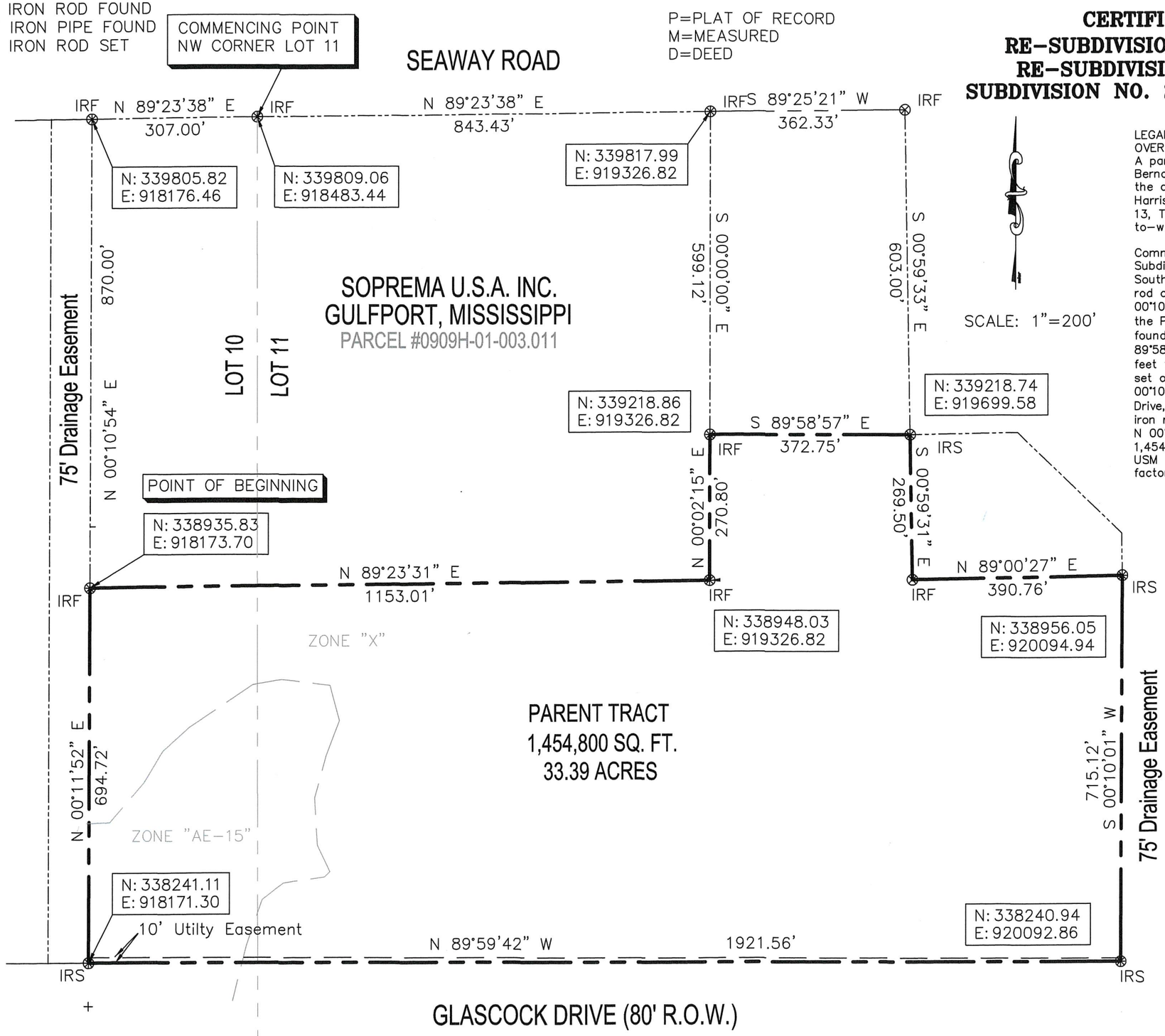
If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures.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

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

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0909H-01-003.000
RE-SUBDIVISION OF PART OF LOTS 10 AND 11
SUBDIVISION NO. 2, BERNARD BAYOU INDUSTRIAL PARK

IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET

P=PLAT OF RECORD
M=MEASURED
D=DEED



LEGAL DESCRIPTION
OVERALL TRACT
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This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

This is a Class "B" survey per "The Minimum Standards for the State of Mississippi".

Bearings based on GPS Observation of the south margin of Seaway Road, NAD 83, MS East Zone, convergence angle -0.130449, scale factor 0.999960.

This property is situated in Zones "X" and "AE-15" per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0266-G, Revised: 6/16/09.

This is to CERTIFY that this plat or map and the survey on which it is based were made in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi".

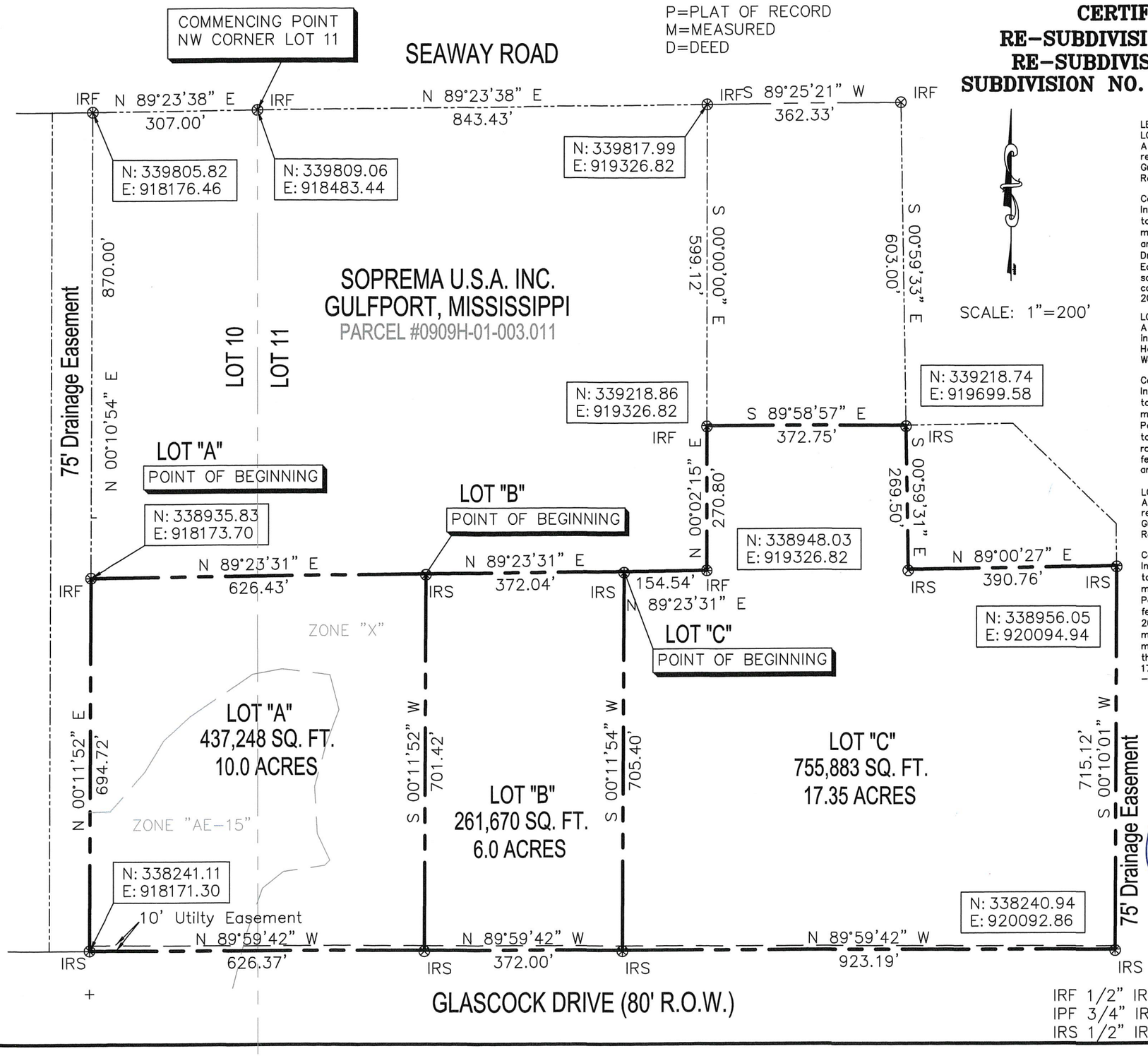
Gary A. Durbin, P.L.S. 2401
August 3, 2018

GARY A. DURBIN
Licensed Professional Surveyor
PS-2401
STATE OF MISSISSIPPI

SHEET 1 OF 3 10314

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365-3632

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0909H-01-003.000
RE-SUBDIVISION OF PART OF LOTS 10 AND 11
SUBDIVISION NO. 2, BERNARD BAYOU INDUSTRIAL PARK



IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET

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LOT "B"

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LOT C

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Gary A. Durbin, P.L.S. 2401
August 3, 2018

GARY A. DURBIN
Licensed Professional Surveyor
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STATE OF MISSISSIPPI

SHEET 2 OF 3 10314

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365-3632

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0909H-01-003.000
RE-SUBDIVISION OF PART OF LOTS 10 AND 11
SUBDIVISION NO. 2, BERNARD BAYOU INDUSTRIAL PARK

In accordance with Section 9-48 of the Code of Ordinance (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have reviewed and approved this Final Plat for the Re-subdivision of Parcel #0909H-01-003.000 of land in Lots A and B. Re-subdivision of part of Lots 10 and 11, Subdivision No. 2, Bernard Bayou Industrial Park, City of Gulfport, First Judicial District of Harrison County, Mississippi. The subject property is generally described as being located at Glascock Drive. The ad valorem tax parcel number of the subject property is 0909h-01-003.000. The case file number is _____.

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

Ratified and Approved by:

_____
Bill Lavers, Executive Director,
Harrison County Development Commission

This _____day of _____, 2018.

ACKNOWLEDGE

Before me, the undersigned, authorized in and for the State of Mississippi, County of Harrison, personally appeared the aforenamed Bill Lavers, who acknowledged that they accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

This 7th day of August, 2018.

_____
Notary Public My Commission Expires: 10/09/2021

STATE OF MISSISSIPPI
SU-LIN BOLIN
ID NO. 119932
Commission Expires
10/09/2021
NOTARY PUBLIC
HARRISON COUNTY

PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the _____day of _____, 2018.

_____
Keith Williams, Chairman
Gulfport City Planning Commission

_____
Gregory Holmes
Planning Division Administrator

APPROVAL

Submitted to and approved by the City of Gulfport, City Council, at the regular meeting of said Council held on the _____day of _____, 2018.

ATTEST: _____ ADOPT: _____

Clerk of Council President

This re-subdivision plat and certificate of Re-subdivision having been submitted and approved by the Mayor, this _____day of _____, 2018.

_____
Billy Hewes, Mayor

10314

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365-3632

7/27/18

There are no covenants in the Bayou Bernard Industrial Park that would prohibit the subdivision of this property

Sincerely,

Ted Lorenz

Executive Director

Harrison County Development Commission

Sworn to and subscribed to me
this the 27th day of July, 2018.

Notary Public

STATE OF MISSISSIPPI
SU-LIN BOLIN
ID NO. 119932
Commission Expires
10/09/2021
NOTARY PUBLIC
HARRISON COUNTY

DEPARTMENT OF
URBAN DEVELOPMENT
PLANNING DIVISION

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

August 24, 2018

Harrison County Development Commission (Owner)
12281 Intraplex Pkwy
Gulfport, MS 39503

RE: <u>Resubdivision 1809PC102:</u> Harrison County Development Commission, property owner, requests to divide the 33.39-acre tax parcel 0909H-01-003.000 into three new parcels zoned I-2 (Heavy industrial): located north of and adjacent to Glascock Drive, south of and adjacent to Seaway Road, east of Logan Cline Drive, and west of South Park Drive, in Ward 5.

To Whom It May Concern:

The Gulfport City Council will consider the above referenced request at its next regularly scheduled hearing on **Tuesday, September 4, 2018,** at 1:30 P.M. This hearing will be held in the Council Chambers, located on the second floor of the Gulfport City Hall, 2309 15th Street.

If you have any questions, please contact this office.

Sincerely,
City of Gulfport Planning Division

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
Main Street

Date: 08/23/2018

Subject: Ordinance - to establish a Leisure and Recreation District within the Corporate Boundaries of the City of Gulfport, Mississippi, and designate the geographic areas included within and boundaries of said district; 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 ESTABLISH A LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF GULFPORT, MISSISSIPPI, AND DESIGNATE THE GEOGRAPHIC AREAS INCLUDED WITHIN AND BOUNDARIES OF SAID DISTRICT; AND FOR RELATED PURPOSES

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

WHEREAS, during the 2016 Legislative Session, the Legislature of the State of Mississippi enacted House Bill 1223 which permits and authorizes certain municipalities in the State of Mississippi to establish "Leisure and Recreation Districts" and to designate the geographic areas included within and the boundaries of said districts; and

WHEREAS, the Governor signed House Bill 1223 into law, and the same was effective on and after July 1, 2016; and

WHEREAS, House Bill 1223 requires that an Ordinance which establishes a "Leisure and Recreation District" shall "include a detailed description of the area or areas within the district, the boundaries of the district and a georeferenced map of the district" as well as a description of the "manner in which the municipality will provide for adequate law enforcement and other public safety measures and services within the district"' and

WHEREAS, municipalities which create "Leisure and Recreation Districts" authorize business entities that hold alcoholic beverage permits issued by the Department of Revenue and that are located within the boundaries of the "Leisure and Recreation District" to allow patrons to leave the licensed premises with an open container of alcohol and allow those patrons to carry and consume alcoholic beverages within a designated "Leisure and Recreation District"; and

WHEREAS, the governing authority of the City of Gulfport, Mississippi, has determined and hereby finds that the City of Gulfport, Mississippi, would benefit from the establishment of a "Leisure and Recreation District" within the City of Gulfport, generally in the Mississippi City area, by enhancing pedestrian-oriented areas; and

WHEREAS, the governing authority of the City of Gulfport, Mississippi, has further determined that establishment of a "Leisure and Recreation District" in the Mississippi City area would be in the best interests of the City of Gulfport; and

WHEREAS, nothing herein is intended to confer any rights or entitlement as the sale of alcohol within an area designated as a "Leisure and Recreation District" is a privilege and not a right and is subject at all times to reasonable regulation; and

WHEREAS, subject to the terms and limitations of House Bill 1223 (2016 Legislative Session) and this Ordinance, the City of Gulfport hereby establishes a "Leisure and Recreation District" in the Mississippi City area as more fully set forth herein.

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

SECTION 1. *Creation and establishment of district.* Under the authority granted in Section 1 of House Bill 1223 (2016 Legislative Session), there is hereby established a "Leisure and Recreation District" in the City of Gulfport within the geographic areas and within such boundaries as are set forth and designated herein and as represented on the geo-referenced Map which is attached hereto as Exhibit 1 and fully incorporated herein**.**

SECTION 2. *Name and boundaries of district.* The "Leisure and Recreation District" established herein shall be known as the "Mississippi City Social District" (hereinafter "the District") and shall have the following as its boundaries:

See Exhibit “A” hereto.

SECTION 3. *Outside Consumption of Alcoholic Beverages Permitted; Conditions.* Any on premise **retail** alcoholic beverage **permittee (hereinafter, "permittee") located within** the District shall comply with all laws, rules and regulations which govern its license type, except that a patron, guest or member of that licensee may remove an open container of alcoholic beverage and/or wine from the licensed premises and may possess and consume the alcoholic beverage and/or wine outside of the licensed premises anywhere within the boundaries of the District subject to the following regulations:

A. A person may not enter a licensed premise with an alcoholic beverage, whether acquired at that licensed premises or elsewhere.

B. A permittee located in the District shall allow alcoholic beverages to be removed from the licensed premises only in a paper or plastic cup, not larger than 16 fluid ounces in size, and no such alcoholic beverages shall be removed from the licensed premises in a can, bottle, glass container or other container, except as otherwise allowed by law.

C. No permittee shall allow a patron, guest or member to exit its licensed premises with more than one open container of alcoholic beverages, and it shall be unlawful for any person to exit such licensed premises with more than one such open container.

D. Permittees located in the District shall post, at all points of egress from the licensed premises, a map of the boundaries of the District in which it is located. The map shall be provided, either in electronic or paper form, to those permittees by the City upon request of the permittees.

E. Nothing in this ordinance shall be construed to require a permittee located in the District to allow its patrons to remove alcoholic beverages and/or wine, in open containers, from the licensed premises.

SECTION 4. *Light wine and beer.* Within the boundaries of the District, the removal of light wine and beer in glass containers or bottles from the licensed premises of a permittee is strictly prohibited. However, a permittee may allow light wine and beer to be removed from the licensed premises in a paper or plastic cup, not larger than 16 fluid ounces in size.

SECTION 5. *Public safety measures.* Enforcement of the boundaries of the District shall be the responsibility of the Police Department. In addition, the Police and Fire Departments shall provide public safety services within the District in the same manner it provides those services in the remainder of the City.

SECTION 6. *Definition of alcoholic beverages.* For the purposes of this Ordinance, the term "alcoholic beverages" shall mean any alcoholic liquid, including wines of more than five percent (5%) of alcohol by weight, capable of being consumed as a beverage by a human being, but shall not include light wine and beer, as defined in Section 67-3-3, Mississippi Code of 1972, but shall include native wines.

SECTION 7. The City reserves the right to modify or repeal this Ordinance, and any district designation created hereunder, at any time, with or without notice.

SECTION 8. All ordinances or parts thereof in conflict with this ordinance are hereby declared to be inapplicable within the geographic boundaries of the "Leisure and Recreation District" created herein.

SECTION 9. Upon receiving unanimous vote of the members of the City Council, this ordinance shall be in full force and effect immediately, because it serves the public peace, health and safety of the citizens of Gulfport and will immediately encourage enhancement of the tourism industry in the City of Gulfport, which has been damaged by Hurricane Katrina and the Deepwater Horizon Oil Spill. It shall be published according to law, spread on the minutes of the Gulfport City Council, and the Council Clerk shall provide a certified copy of this Ordinance and other required documents to the Mississippi Department of Revenue upon its enactment.

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

AYES **NAYS** **ABSENT**

WHEREUPON, the President declared the motion carried and the 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

EXHIBIT A

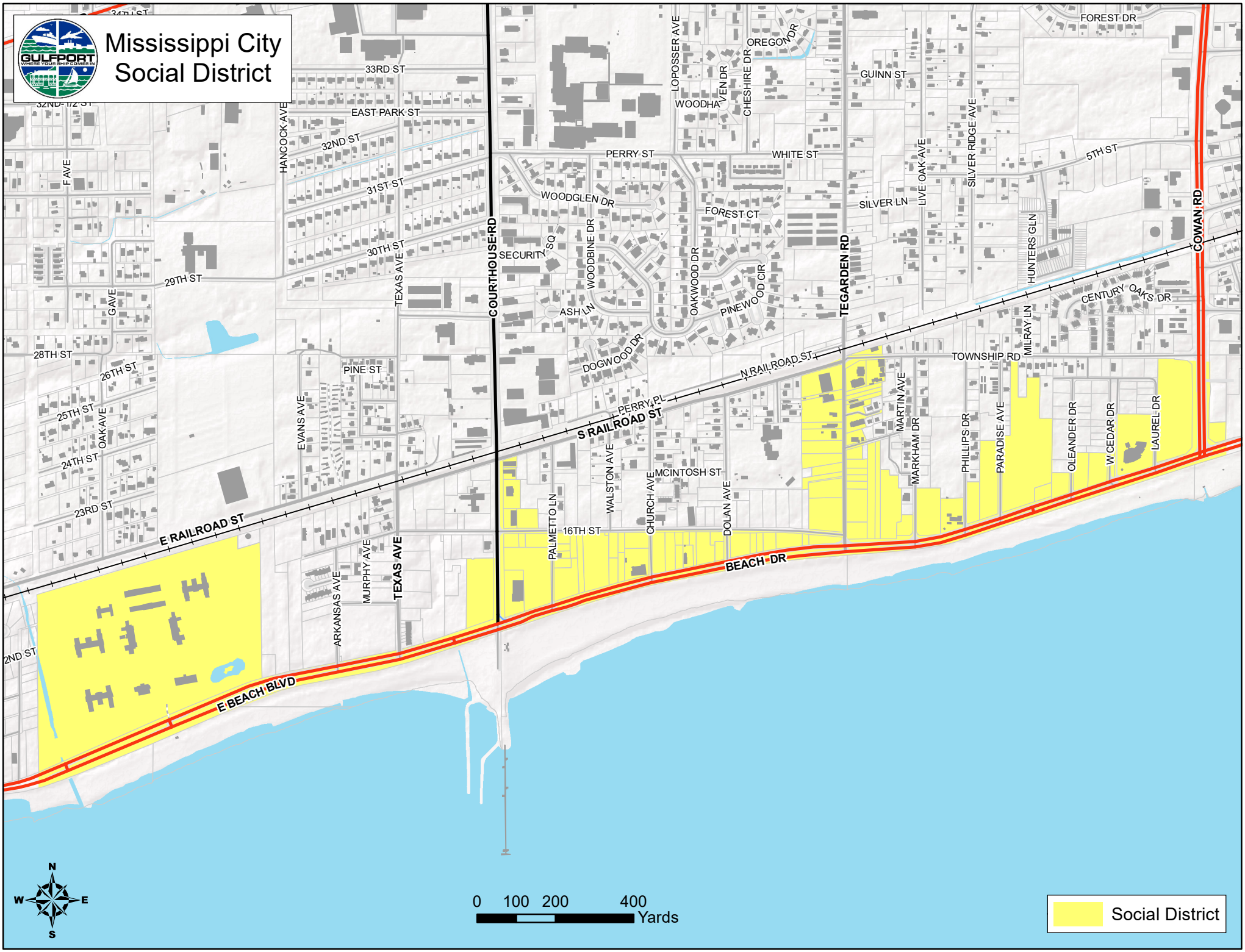
GULFPORT SOCIAL DISTRICT

Beginning at the southeast corner of tax parcel 0911B-02-055.000;
Thence east along the south border of various tax parcels to the southwest corner of tax parcel 0911B-02-013.000;
Thence north to the northwest corner of tax parcel 0911B-02-013.000;
Thence east to the northeast corner of tax parcel 0911B-02-013.000;
Thence north to the northeast corner of tax parcel 0911B-02-013.002;
Thence east to the northwest corner of tax parcel 0911A-02-097.000;
Thence north to the northwest corner of tax parcel 0911A-02-091.000;
Thence east to the northeast corner of tax parcel 0911A-02-091.000;
Thence south to the southeast corner of tax parcel 0911A-02-091.00;
Thence west to the northeast corner of tax parcel 0911A-02-092.000;
Thence south to the southeast corner of tax parcel 0911A-02-092.000;
Thence east to the northeast corner of tax parcel 0911A-02-093.001;
Thence south to the southeast corner of tax parcel 0911A-02-093.001;
Thence east to the northeast corner of tax parcel 0911A-02-095.000;
Thence south to the southeast corner of tax parcel 0911A-02-095.000;
Thence east along the north boundary of the ROW for 16th Street to the southwest corner tax parcel 0911A-02-010.000;
Thence north to the southeast corner of tax parcel 0911A-02-009.001;
Thence west to the southwest corner of tax parcel 0911A-02-009.001;
Thence north to the northwest corner of tax parcel 0911A-02-009.001;
Thence east to the southwest corner of tax parcel 0911A-02-008.000;
Thence north to the northwest corner of tax parcel 0911A-02-008.000;
Thence west to the southwest corner of tax parcel 0911A-02-006.000;
Thence north to the northwest corner of tax parcel 0911A-02-001.001;
Thence east along the north margin ROW of south Railroad Street to the northeast corner of tax parcel 1010M-03-036.000;
Thence south to the southeast corner of tax parcel 1011D-03-057.000;
Thence west to the northeast corner of tax parcel 1011D-03-05**9.**000;
Thence south to the southeast corner of tax parcel 1011D-03-059.002;
Thence west to the northeast corner of tax parcel 1011D-03-063.000;
Thence south to the southeast corner of tax parcel 1011D-03-063.000;
Thence west to the northwest corner of tax parcel 1011D-03-61.000;
Thence south to the southwest corner of tax parcel 1011D-03-61.000;
Thence east to the northeast corner of tax parcel 1011D-03-063.000;
Thence south to the southeast corner of tax parcel 1011D-03-063.000;
Thence west to the northwest corner of tax parcel 1011D-03-063.001;
Thence south to the southwest corner of tax parcel 1011D-03-063.001;
Thence west to the northeast corner of tax parcel 1011D-03-047.000;
Thence south to the southeast corner of tax parcel 1011D-03-047.000;

Thence west along a diagonal line to the northeast corner of tax parcel 1011D-03-046.000;
Thence south to the southeast corner of tax parcel 1011D-03-046.000;
Thence east to the northeast corner of tax parcel 1011D-03-044.000;
Thence north to the northwest corner of tax parcel 1011D-03-038.000;
Thence east to the northeast corner of tax parcel 1011D-03-038.001;
Thence south to the northwest corner of tax parcel 1011D-03-036.000;
Thence west along the north property line of tax parcel 1011D-03-036 to the northwest corner of tax parcel 10112D-03-034.000;
Thence south to the northwest corner of tax parcel 1011D-03-035.000;
Thence east to the northeast corner of tax parcel 1011D-03-035.000;
Thence north to the northeast corner of tax parcel 1011D-03-034.000;
Thence east, across Markham Drive, to the northwest corner of Thence south to the northwest corner of tax parcel 1011D-03-008.000;
Thence east to the northeast corner of Thence south to the northwest corner of tax parcel 1011D-03-008.000;
Thence south to the northwest corner of tax parcel 1011D-03-006.001;
Thence north to a point due west of the northwest corner of tax parcel 1011D-03-004.001;
Thence east, across Phillips Drive, to the northeast corner of tax parcel 1011D-03-004.001;
Thence north to the northwest corner of tax parcel 1011D-03-003.000;
Thence east to the northeast corner of tax parcel 1011D-03-003.000;
Thence north to a point due west of the northwest corner of tax parcel 1011D-01-023.000;
Thence east, across Paradise Avenue, to the southeast corner of tax parcel 1011D-01-019.000;
Thence north to the northwest corner of tax parcel 1011D-02-023.000;
Thence around the northern perimeter of tax parcel 1011D-01-023.000 to the southeast corner of tax parcel 1011D-01-024.000;
Thence south to the northwest corner of tax parcel 1011D-01-031.000;
Thence east to the northeast corner of tax parcel 1011D-01-031.000;
Thence north to a point due west of the northwest corner of tax parcel 1011D-01-032.001;
Thence east to the northeast corner of tax parcel 1011D-01-032.000;
Thence north to a point due west of the northwest corner of tax parcel 1011D-01-048.000;
Thence east, across Laurel Drive, to a point due east of the northeast corner of tax parcel 1011D-01-048.000 and the west boundary of tax parcel 1011D-01-001.000;
Thence north to the northwest corner of tax parcel 1011D-01-001.000;
Thence east to the northeast corner of tax parcel 1011C-01-013.000;
Thence south to the northwest corner of tax parcel 1011C-01-012.001;
Thence east to the northeast corner of tax parcel 1011D-01-012.000;
Thence due south to a point on the south margin of the ROW for U.S. Highway 90;

Thence, along the south margin of the ROW for U.S. Highway 90 to a point due south of the southwest corner of tax parcel 0911B-02-055.000;
Thence north to the northwest corner of tax parcel 0911B-02-055.000;
Thence east along the northern boundary of tax parcel 0911B-02-055.000;
Thence south to the point of beginning.

Mississippi City Social District



LIST OF KNOWN PERMIT HOLDERS IN THE EAST GULFPORT SOCIAL DISTRICT (CITY OF GULFPORT)

DBA	ADDRESS	PERMIT HOLDER
Orangutang's Daiquiris & Bar	226 Courthouse Road, Gulfport, MS 39507	John J. McCarthy
White Cap Seafood Restaurant	560 Beach Blvd, Gulfport, MS 39507	White Cap Seafood Restaurant, Inc.
El Aguila Restaurant	187 Tegarden Road, Gulfport, MS 39507	El Aguila, LLC
Skeeter's Bar & Grill	197 Tegarden Road, Gulfport, MS 39507	Skeeters, LLC
Orchid Indian Cuisine	162 Tegarden Road, Gulfport, MS 39507	SAI Kitchen, LLC
Boone Dox	820 Township Road, Gulfport, MS 39507	Boone Dox, LLC
Felix's Restaurant and Oyster Bar	942 Beach Boulevard, Gulfport, MS 39507	Alex Saybe

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Cory Long, Planner III
Planning & Zoning

Date: 08/27/2018

Subject: Acceptance for Perpetual Maintenance - Grand Oaks Estates Subdivision public improvements, release of warranty bond, and transfer of streetlight account to the City of Gulfport - Case # 1708PC083 - Ward 6.

Recommendation:

DEPARTMENT OF ENGINEERING

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

August 13, 2018

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

Re: Grand Oaks Estates Subdivision

Dear Mr. Long:

On July 18, 2018, Engineering and Public Works conducted a warranty inspection of the referenced subdivision and deficiencies were noted. On August 7, 2018, Engineering conducted a follow-up inspection and the prior deficiencies had been satisfactorily addressed by the developer.

We recommend acceptance of the subdivision for perpetual maintenance by the City. Upon approval by the City Council, the warranty period can be terminated and the warranty bond returned to the owners. The utility bills for the streetlights should also be transferred to the City.

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

Respectfully,

Jeremy Harrison, E.I.
Assistant City Engineer

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

Attachments: 1. Engineering Inspection Report
2. Map

DEPARTMENT OF ENGINEERING

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

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	Grand Oaks Subdivision
TYPE OF INSPECTION:	Warranty Inspection
DATE:	July 18, 2018
PERSONS PRESENT:	Jeremy Harrison, Department of Engineering Brian McKnight, Public Works Brian Jones, Public Works John Fletcher, Public Works John Thomas, Public Works Jim O'Dell, Public Works David Sanzin, Utility Partners Danny Boudreaux, P.E., Engineer of Record Kelley Watts, Greater Gulf Development Corey Creel, Greater Gulf Development

CHECKLIST ITEMS

STREETS & DRAINAGE:

1.	Is debris/silt and vegetation in streets, curbs, pipes, and catchbasins?	❑.Yes	☒No	❑.N/A
2.	Is street paving/concrete acceptable?	☒.Yes	❑.No	❑.N/A
3.	Is drainage pipe in ROW concrete?	☒.Yes	❑.No	❑.N/A
4.	Are catchbasin openings sized correctly?	☒.Yes	❑.No	❑.N/A
5.	Are curbs & gutter broken/settled?	☒.Yes	❑.No	❑.N/A
6.	Is rebar present in curb?	☒.Yes	❑.No	❑.N/A
7.	Are street lights present & spaced correctly?	☒.Yes	❑.No	❑.N/A
8.	Are lots graded to direct water to drainage systems?	☒.Yes	❑.No	❑.N/A
9.	Is/Are detention pond(s) holding water?	❑.Yes	❑.No	☒.N/A
10.	Is/Are the banks of detention pond(s) & ditches stabilized?	❑.Yes	❑.No	☒.N/A
11.	Are swales/ditches able to be maintained by residents?	☒.Yes	❑.No	❑.N/A
12.	Is erosion control provided at outfalls?	☒.Yes	❑.No	❑.N/A
13.	Are any extra easements required?	❑.Yes	☒.No	❑.N/A

WATER & SEWER:

1.	Are all water meters installed & with no broken/missing parts?	❑.Yes	☒.No	❑.N/A

2. Are all water lines and appurtenances installed in accordance with city standards? ❑.Yes ☒.No ❑.N/A

3. Are sewer cleanouts installed & with no broken/missing parts? ☒.Yes ❑.No ❑.N/A

4. Are all manholes installed in accordance with city standards? ❑.Yes ☒.No ❑.N/A

TRAFFIC & SAFETY:

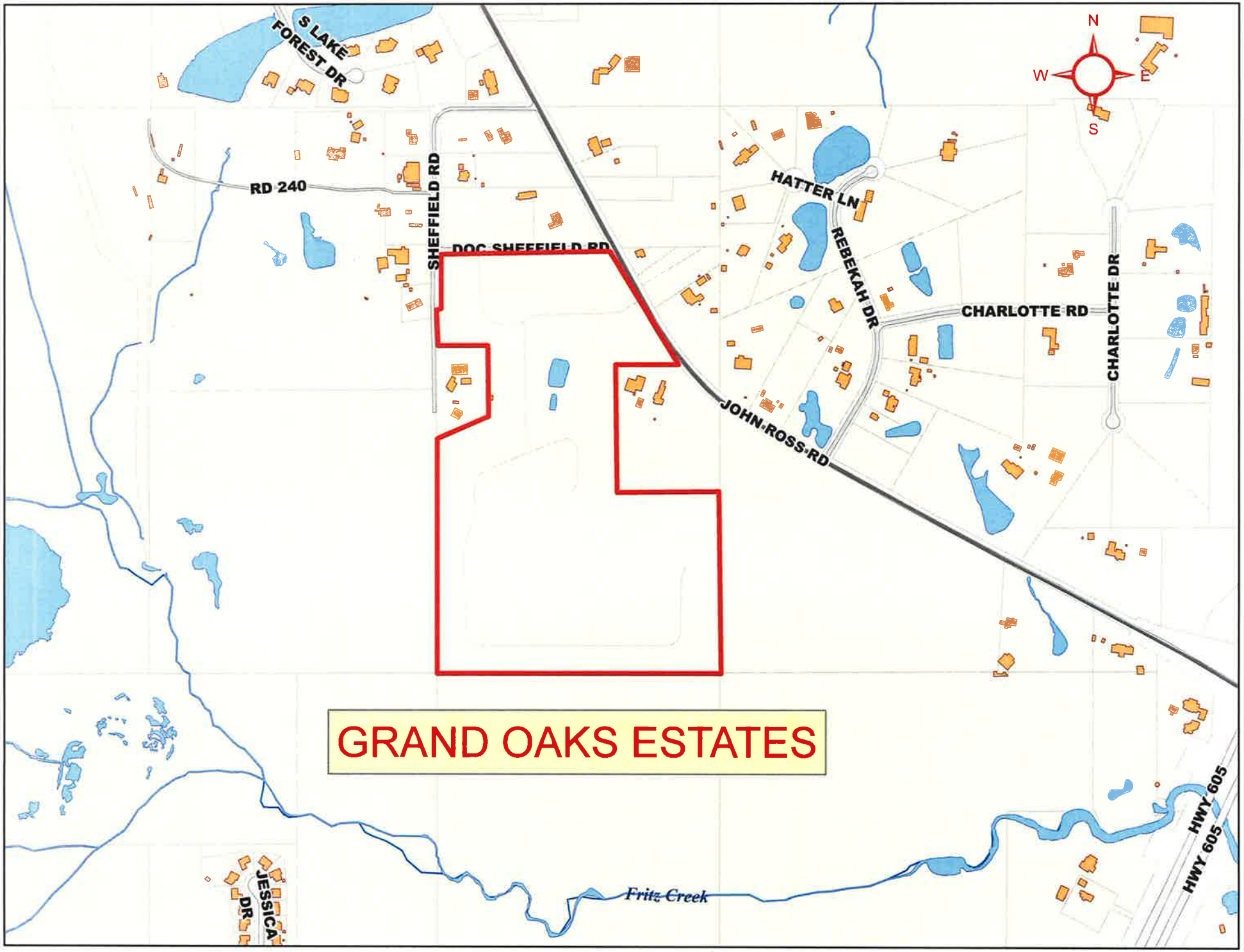
1. Are street name signs correct & in place? ☒.Yes ❑.No ❑.N/A

2. Are traffic control signs correct & in place? ☒.Yes ❑.No ❑.N/A

PUNCHLIST ITEMS

1. Grade and repair erosion on ditch at entrance off John Ross Rd COMPLETE
2. Grade all drainage outfalls to have positive flow COMPLETE
3. Install riprap at all drainage outfalls COMPLETE
4. Remove/maintain silt fences where applicable throughout site COMPLETE
5. Repair all cracks in curbs COMPLETE
6. Grout rings and spots of infiltration in Inlets 12 & 14 COMPLETE
7. Repair area between asphalt and gutter pan on outside curve of lots 32 & 33 COMPLETE
8. Adjacent grades behind curbs to be filled flush with curb COMPLETE
9. Vegetative strip of no less than 3' is needed along all curbing COMPLETE
10. Remove all vegetation within roadway COMPLETE
11. Grout space between all water valve boxes and concrete rings COMPLETE
12. Replace concrete ring for hydrant valve box on lot 56 COMPLETE
13. Raise water meter boxes for lots 21 & 22 COMPLETE
14. Clean, raise, add lids to water meter boxes for lot 28 COMPLETE
15. Clean and secure cap of hydrant on lot 10 COMPLETE
16. Place sewer utility marker at MH9 COMPLETE
17. Grout areas of infiltration for MH7 & MH11 COMPLETE
18. Grout rings of MH3 & MH11 COMPLETE
19. Grout annular space of MH8 & MH9 COMPLETE
20. Bring locate wire to lid of MH1, MH2, MH4, MH6, MH7, MH8, & MH12 COMPLETE
21. Install all ADA curb ramps COMPLETE

SIGNED:_____ **DATE:** **August 7, 2018**


GRAND OAKS ESTATES
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REBEKAH DR
CHARLOTTE RD
CHARLOTTE DR
JOHN ROSS RD
HWY 605
HWY 605
Fritz Creek
JESSICA DR

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Economic Development

Date: 08/24/2018

Subject: Order - by the Gulfport City Council, pursuant to Miss. Code Ann. §17-21-5, as amended, and the "Ordinance to establish a plan to exempt ad valorem taxes for qualifying capital improvement investments in qualifying structures in the designated Downtown District" authorizing an exemption from municipal ad valorem taxes, excluding school district taxes, based on the increase in assessed value of the improved structure located at 3305 West Beach Boulevard, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 0811L-02-002.009.

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 Order:

AN ORDER BY THE GULFPORT CITY COUNCIL, PURSUANT TO MISS. CODE ANN. §17-21-5, AS AMENDED, AND THE "ORDINANCE TO ESTABLISH A PLAN TO EXEMPT AD VALOREM TAXES FOR QUALIFYING CAPITAL IMPROVEMENT INVESTMENTS IN QUALIFYING STRUCTURES IN THE DESIGNATED DOWNTOWN DISTRICT" AUTHORIZING AN EXEMPTION FROM MUNICIPAL AD VALOREM TAXES, EXCLUDING SCHOOL DISTRICT TAXES, BASED ON THE INCREASE IN ASSESSED VALUE OF THE IMPROVED STRUCTURE LOCATED AT 3305 WEST BEACH BOULEVARD, GULFPORT, MISSISSIPPI, IN THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, AND IDENTIFIED AS PARCEL NUMBER 0811L-02-002.009

WHEREAS, Miss. Code Ann. §17-21-5 (Rev. 2003) provides authority for the Mayor and City Council "in their discretion [to] exempt from any or all municipal ad valorem taxes, excluding ad valorem taxes for school district purposes, for a period of not more than seven (7) years, any privately owned new structures and any new renovations to structures lying within a designated central business district or historic preservation district or a historic landmark site as determined by the municipality, but only in the event structures shall have been constructed, renovated or improved pursuant to the requirements of the municipality for the development of the central business district and/or the preservation and revitalization of historic landmark sites or historic preservation districts and the tax exemption authorized herein may be granted only after written authorization has been made…and order passed by the governing authorities of such municipality finding that the construction, renovation or improvement of said property is for the promotion of business, commerce or industry in the designated central business district or for the promotion of historic preservation"; and

WHEREAS, on December 2, 2014, pursuant to this authority, and for the purposes of promoting restoration, revitalization, and preservation in the designated Downtown District, the

Governing Authority of the City of Gulfport adopted Ordinance No. 2804, establishing a "A Plan to Exempt Ad Valorem Taxes for Qualifying Capital Improvements Investments in Qualifying Structures in the Designated Downtown District" (herein after "Program"), which provided for the application and approval of ad valorem tax exemptions on the increase in assessed value related to building improvements, excluding taxes for school district purposes for a designated district that includes the downtown business district in the City of Gulfport; and

WHEREAS, Gulfside Casino Partnership, Lessee of the property located at 3305 West Beach Boulevard, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as Parcel Number 0811L-02-002.009, which property currently houses the Island View Casino, has completed construction of a new building, at a cost which exceeds the minimum required by Ordinance 2804, and has requested, through written application, abatement of the Municipal ad valorem taxes for the increase in assessed value caused by the construction of the new building, which application and supporting documentation is attached hereto collectively as **Exhibit "A"**; and

WHEREAS, Article III, Section 3 of Ordinance No. 2804 establishes the procedure for calculating the increase in assessed value qualifying for tax exemption as the "assessed value of the improvements (if any) on the parcel for the year prior to the renovation, restoration, or new construction being completed and assessed, and subtracting that from the assessed value of the improvements completed and assessed on the parcel for the then current year (after completion and re-assessment)" and further provides that "the tax rate applicable to the land, and the assessed value of the land for any individual year shall not be affected by the exemption of the increased value of improvements"; and

WHEREAS, the Lessees of the property, who have an Agreement to Lease the property until October 17, 2063, as established by the Harrison County Land Records (See Instrument No. 2006-0002243-D-J1 in the Land Records of Harrison County, Mississippi, First Judicial District)

have requested full abatement of taxes on the assessed value of the improvements to the building/structure for the maximum statutory allowable period of seven years; and

WHEREAS, Miss. Code Ann. §17-21-7 (Rev. 2003) gives the Board of Supervisors of Harrison County the same authority to exempt ad valorem taxes upon receipt of the exemption Order by the municipality under Miss. Code Ann. §17-21-5 (Rev. 2003) and the Harrison County Board of Supervisors shall be requested to grant the same exemptions.

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

SECTION 1. That the matters, facts and things recited in the above and foregoing Preamble to this Order be, and they are hereby adopted as the official findings of the Governing Authority of the City of Gulfport.

SECTION 2. That, pursuant to Miss. Code Ann. §17-21-5 (Rev. 2003), the Governing Authority hereby finds that the "construction, renovation, or improvements" to the property at 3305 West Beach Boulevard, Gulfport, Mississippi, in the First Judicial District of Harrison County, and which property is identified as Parcel Number 0811L-02-002.009, was done for the "promotion of business, commerce or industry in the designated Downtown District", which district was previously identified and approved by the Governing Authority.

SECTION 3. That the Lessees of the above referenced property, Gulfside Casino Partnership, have represented their eligibility to the City of Gulfport, and have submitted an application, attached hereto as **Exhibit "A"**, requesting municipal tax abatement on the increase of the assessed value of the structure, including supporting documentation to show construction work performed on the property and are requesting abatement of the Municipal ad valorem taxes for the increase in the assessed value of the property.

SECTION 4. That abatement of the taxes on the increase in assessed value of the property, should be and hereby are approved for a period of seven (7) consecutive years, contingent on final approval from the Harrison County Tax Assessor.

SECTION 5. That a copy of this Order, including Gulfside Casino Partnership's application, should be forwarded to the Harrison County Board of Supervisors for approval and that upon this approval, shall be transmitted to the Harrison County Tax Assessor for final approval.

SECTION 6. This Order shall be published according to law, and in the best interest of revitalization and restoration of the City of Gulfport, it shall take effect immediately upon passage, except that if it passes by less than seven (7) unanimous votes of the City Council, then it shall take effect thirty (30) calendar days after passage.

THE ABOVE AND FOREGOING ORDER, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES	**NAYS**	**ABSENT/ABSTAIN**

WHEREUPON, the President declared the motion carried and the Order adopted, this the ____day of _____, 2018.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

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

APPROVED:

_____

MAYOR

ECONOMIC DEVELOPMENT

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

City Hall
2309 15th St.
Gulfport, MS 39501

July 31, 2018

City of Gulfport Administration and City Council
City Hall
2309 15th St.
Gulfport, MS 39501

RE: Tax Abatement qualification for Island View Casino-Beach Casino Expansion

Dear Administration and City Council:

On behalf of the Economic Development Department, I want to verify that Gulfside Casino Partnership, ie. Island View Casino Resort has met all qualifications and processes for the Downtown Tax Abatement at 3305 W. Beach Blvd, Gulfport, MS and recommend full abatement of taxes on the assessed value of the improvements to the building/structure for the maximum statutory allowable period of seven years. All necessary fees and applications are received and attached.

Sincerely,

David L. Parker, CEcD
Economic Development Director

ISLAND VIEW

134056

Vendor ID	Name	Payment Number	Check Date	Document Number
CIT001	CITY OF GULFPORT	000116416	7/18/2018	134056

Our Voucher Number	Date	Amount	Amount Paid	Discount	Net Amount Paid
PAR:0811L-02-002.011	7/10/2018	$250.00	$250.00	$0.00	$250.00
		$250.00	$250.00	$0.00	$250.00

DOCUMENT IS PRINTED ON CHEMICALLY REACTIVE PAPER - THE BACK OF THIS DOCUMENT INCLUDES A TAMPER EVIDENT CHEMICAL WASH WARNING BOX

ISLAND VIEW CASINO RESORT

Gulfside Casino Partnership
DBA Island View Operating Account
P.O. Box 1600
Gulfport, MS 39502-1600

THE PEOPLES BANK
"Where PEOPLE come first"
BILOXI, MS 39533-0529

85-75/655

134056

7/18/2018

$250.00

PAY TO THE ORDER OF Two Hundred Fifty Dollars and 00 Cents

DATE AMOUNT

Island View Casino Resort

CITY OF GULFPORT
1410 24TH AVE
GULFPORT MS 39501

AUTHORIZED SIGNATURE

⑈134056⑈ ⑆065500752⑆ 148 013 6⑈

Certificate of Occupancy
Department of Urban Development
BUILDING CODE SERVICES
1410 24th Avenue
William H. Hardy Building
Gulfport, MS 39501

X Permanent *Temporary*

This Certificate issued pursuant to the requirements of the International Building Code 2012 Edition certifying that at the time of issuance this structure was in compliance with the various ordinances of the Jurisdiction regulating building construction or use. For the following:

Use Classification A2/R1

Occupancy Classification MIXED USE A2/R1

Building Permit Number 201701113

Group A2/R1 **Type Construction** IB

Fire Sprinkler X **Yes** __ **No**

Owner of Bldg. ISLAND VIEW CASINO

Owner's Mailing Address 3305 WEST BEACH BLVD

Owner's City, State, Zip GULFPORT, MS 39501

Occupancy Load 8426

Building Address 3305 WE4ST BEACH BLVD - ATTACHED ADDITION

Date: 07/09/208

Gary Anderson
Building Official
(BC)

Application Checklist

Please complete and sign this document with submittal of the documents listed below.

✓ Resolution from board of directors authorizing application (if corporate entity) or letter from all owners of applicant property requesting consideration. Attachment 1

✓ Proof of Ownership (must include names of all members of partnerships and LLC's) Attachment 2

✓ Asset list, itemized construction contract, or project financial summary and payment documentation for applicant project Attachment 3

✓ Most recent property assessment Attachment 4

Application Summary

Applicant Name*: Gulfside Casino Partnership dba Island View Casino Resort

Applicant Property Address: 3300 W. Beach Blvd., Gulfport 39501

Applicant Mailing Address: P.O. Box 1600, Gulfport 39502

Applicant Phone Number: 228-314-2152 Email: mike.bruffey@islandviewcasino.com

Please select one: _____ Renovation Project ✓ New Construction Project

Estimated Project Amount: $57.63 million Application Submission Date: _____

Estimated Project Start Date: June 2017 Project Completion Date**: June 21, 2018

*Include Company or LLC name as well as the name of the designated primary contact if applicant is not sole-owner of the applicant property.
**Project completion date is the date of issuance for the certificate of occupancy.

By signing this application, the undersigned acknowledges that the above information and information within the application for ad valorem tax abatement is true, correct and complete to the best of his/her knowledge.

7/10/2018
Date

Applicant Signature

APPLICATION FOR COUNTY TAX ABATEMENT

Please complete and sign this document with submittal of the **certified copy** of the resolution approving abatement adopted by the **municipality** and submit to the Clerk of the Board.

Applicant name*: Gulfside Casino Partnership (MS General Partnership) d/b/a Island View Casino Resort (the "Applicant")

Applicant Parcel Number: 0811L-02-002.011 (the "Property")

Applicant property Address 3305 W. Beach Blvd., Gulfport, MS 39501

Applicant mailing Address: P.O. Box 1600, Gulfport, MS 39502

Applicant Phone Number: 228.314.2152 Email: mike.bruffey@islandviewcasino.com

Please select one: Renovation __ Expansion X New Construction X

Total budget for construction cost and expenses for Beach Casino improvements = $57,630,935 ("Costs and Expenses"). Exemption is requested on Costs and Expenses.

The Property value is $48,517,895 based on the Harrison County 2017 ad valorem true valuation; property is leased by the Mississippi State Port at Gulfport to Applicant.

How many people are or will be employed in the business occupying the property (Estimate if necessary) Applicant will employ approximately 1,900 people

How many jobs are added by the expansion or new construction? 300±

Any other information that shows contribution to the community that supports the reason for an exemption?: Ad valorem taxes go to the city, county and local school systems, millions of dollars paid in payroll and benefits (to Harrison County residents and residents of the Gulf Coast), millions paid in rent to the Mississippi State Port at Gulfport, collection and payment of millions in taxes (sales, lodging, gaming) and millions given to support community.

- Include Company or LLC name as well as the name of the designated primary contact if applicant is not sole owner of the applicant property. (see above)

By signing this application, the undersigned acknowledges that the above information and information within the application for Ad Valorem tax abatement is true, correct and complete to the best of his/her knowledge.

7/10/18
Date

Applicant signature

UNANIMOUS CONSENT TO ACTION IN LIEU OF SPECIAL CALL MEETING OF THE BOARD OF DIRECTORS OF GULFSIDE CASINO PARTNERSHIP

WHEREAS, on the 21st day of June, 2018, the Board of Directors of Gulfside Casino Partnership consisting of Joel R. Carter, Sr. and Terry W. Green did meet; and

WHEREAS, it came on for consideration the request by Gulfside Casino Partnership (herein the "Partnership") for a resolution authorizing the Partnership to make a request to the City of Gulfport for an ad valorem tax exemption for the new Island View Beach Casino ("Beach Casino"), which opened this day for business, in accordance with the City of Gulfport's "Downtown Gulfport Tax Abatement Program" (the "Tax Abatement"); and

WHEREAS, the Partnership believes that it is in its best interest to make a request for the Tax Abatement; and

WHEREAS, the Board of Directors believes it to be in the best interest of the Partnership to pass such a resolution.

NOW, THEREFORE, BE IT RESOLVED as follows:

RESOLVED: That the Partnership apply for the Tax Abatement applicable to the Beach Casino from the City of Gulfport;

RESOLVED FURTHER: That the appropriate officers of the Company be, and they hereby are, authorized and directed to execute such applications and purse the Tax Abatement on behalf of the Partnership;

RESOLVED FURTHER: That the officers of the Partnership be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports documents or other information as may be required under applicable law.

WITNESS, the signatures of the board members on ~~the date set~~ forth.

BOARD MEMBER

BOARD MEMBER

COPA CASINO OF MISSISSIPPI, LLC

Member

GULFSIDE CASINO, INC.

Its President

CERTIFIED COPY OF RESOLUTION

The undersigned, as Director of Gulfside Casino Partnership, does hereby certify that the above and foregoing resolution was passed on the 21st of June, 2018.

CERTIFIED, this the 21st day of June, 2018.

Terry Green, Secretary

LAW OFFICES OF

DUKES, DUKES, KEATING & FANECA, P.A.

2909 13th Street, Sixth Floor
Gulfport, Mississippi 39501
Telephone: 228-868-1111
Facsimile: 228-863-2886
www.ddkf.com

Walter W. Dukes
Hugh D. Keating
W. Edward Hatten, Jr.
Trace D. McRaney
Bobby R. Long
Je'Nell B. Blum *
Haley N. Broom
Walter J. Eades
Shannon Ladner Ozerden
Drury S. Holland **

*also licensed in CA
**also licensed in AL

Cy Faneca
Of Counsel

WILLIAM F. DUKES
(1927 - 2003)
PHILLIP W. JARRELL
(1959 - 2014)

Gulfport Mailing Address:
Post Office Drawer W
Gulfport, Mississippi 39502

Hattiesburg Office:
100 Dudley W. Conner Street
Hattiesburg, Mississippi 39401
Telephone: 601-583-0999

January 12, 2018

Allen Godfrey, Executive Director
MS Gaming Commission
620 North Street, Suite 200
Jackson, Mississippi 39202

Re: Gulfside Casino Partnership, a Mississippi General Partnership - gaming license renewal
Our File No. 695.226

Dear Mr. Godfrey:

This will certify that I personally inspected and reviewed the Amended and Restated Partnership Agreement of Gulfside Casino Partnership, a Mississippi General Partnership, dated June 14, 2006, by and between Gulfside Casino, Inc., a Mississippi Corporation, and Copa Casino of Mississippi, LLC, a Mississippi Limited Liability Company, and the First Amendment to the Amended and Restated General Partnership Agreement by and between Gulfside Casino, Inc., a Mississippi Corporation, and Copa Casino of Mississippi, LLC, a Mississippi Limited Liability Company, dated September 14, 2007, (herein "Partnership Agreement"). The Partnership Agreement creates a valid, binding and enforceable agreement by its terms and under the laws of the State of Mississippi.

Gulfside Casino Partnership is a Mississippi General Partnership in good standing in and under the laws of the State of Mississippi.

Please feel free to contact me should you have any questions. With best wishes, I am

Sincerely yours,

DUKES, DUKES, KEATING & FANECA, P.A.

Hugh D. Keating

HDK:pjn
cc: Cathy Beeding, Vice President & General Counsel
Gulfside Casino Partnership

2017 Landroll Information

GULFSIDE CASINO PARTNERSHIP
C/O MS STATE PORT AUTHORITY ATTEN: CATHY BEEDING MACKENZIE P O BOX 1600
GULFPORT, MS 39502

Physical Street Address:
0 BEACH BLVD

Parcel #:	PPIN	Tax District	Homestead Exp.	Judicial Dist.
0811L-02-002.011	142647	4ZG		1

Supervisor District:	Subdivision:
4	

Exemption Code
Non-Exempt

Section	Township	Range
09	08	11

Instrument Number(s)

Acres	Land Value	Improvements	Total Value	Assessed Value
0	0	48517895	48517895	7277684

Legal Description
-ISLANDVIEW- -IMPS ONLY- 7-YEARS TAX ABATMENT FROM 1/1/2016 THRU 12/31/2022 (OUT OF #811L-02-009.000)

There are 1 building description records attached to this parcel.

Building 1 (Primary)

Year Built:	0
Base Square Feet:	0
Second Floor Area:	0

Click Here To Print | Close Window

Attachment 4

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Public Works

Date: 08/24/2018

Subject: Resolution - approving Statewide Mutual Aid Compact and authorizing the Mayor to execute the same.

Recommendation:

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING STATEWIDE MUTUAL AID COMPACT AND AUTHORIZING THE MAYOR TO EXECUTE SAME, AND FOR RELATED PURPOSES

WHEREAS, the State of Mississippi, including the City of Gulfport, is geographically vulnerable to hurricanes, tornadoes, freshwater flooding, and other natural disasters that, in the past, have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, Section 33-15-19(a) Mississippi Code of 1972, as amended, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, Section 33-15-1 *et seq*. of the Mississippi Code of 1972, as amended, the Mississippi Emergency Act of 1995 (the Act), sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

WHEREAS, the Act authorizes the State to enter into a contract on behalf of the state for the lease or loan to any political subdivision of the state any real or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the state; and

WHEREAS, Section 33-15-17 of the Act authorizes the governing body of each political subdivision of the state to enter into such contract or lease within the state, accept any such loan, or employ such personnel, and such political subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefor in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which contract was entered into; and

WHEREAS, the Act requires that each municipality must coordinate requests for state or federal emergency response assistance with its county; and

WHEREAS, the Parties to this Agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government intends to foster communications between the personnel of the other Participating Governments by visits, provisions of available resources as listed in the statewide resource database (WebEOC Resource Manager), exchange of information, and development of plans and procedures to implement this Agreement;

WHEREAS, the proposed Statewide Mutual Aid Compact is attached hereto as Exhibit "A" for your consideration.

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 Statewide Mutual Aid Compact attached hereto as Exhibit "A" be and the same is here by approved and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES **NAYS** **ABSENT**

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

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

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

APPROVED:

_____

MAYOR

SMAC

Statewide Mutual Aid Compact

A System for Using all Available Resources during Emergencies

MEMA
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

CID EMA

MISSISSIPPI BAND OF CHOCTAW INDIANS
1945

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The State of Mississippi
STATEWIDE MUTUAL AID COMPACT
(SMAC)

Revised January 2018

THIS AGREEMENT IS ENTERED INTO AMONG THE STATE OF MISSISSIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, EACH COUNTY AND MUNICIPALITY AND THE MISSISSIPPI BAND OF CHOCTAW INDIANS THAT EXECUTE AND ADOPT THE TERMS AND CONDITIONS CONTAINED HEREIN BASED ON THE FOLLOWING FACTS:

WHEREAS, the State of Mississippi is geographically vulnerable to hurricanes, tornadoes, freshwater flooding, and other natural disasters that, in the past, have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, the Mississippi Band of Choctaw Indians, a sovereign nation and Federally-recognized American Indian tribe living with the State of Mississippi, and the State of Mississippi have a mutual interest in protecting their citizens and properties and acknowledge that mutual cooperation in responding to man-made and natural disasters is beneficial to the State of Mississippi, the state's political subdivisions, and the Mississippi Band of Choctaw Indians.

WHEREAS, Section 33-15-19(a) of the Mississippi Code of 1972, as amended, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements with each other and the Mississippi Band of Choctaw Indians for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, Section 33-15-1 et seq. of the Mississippi Code of 1972, as amended, sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

WHEREAS, Section 33-15-11(c)(2) & 33-15-13 of the Mississippi Code of 1972, as amended, authorizes the State to enter into a contract on behalf of the state for the lease or loan to any political subdivision of the state and the Mississippi Band of Choctaw Indians any real or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the state; and

WHEREAS, Section 33-15-17 of the Mississippi Code of 1972, as amended, authorizes the governing body of each political subdivision of the state to enter into such contract or lease within the state, accept any such loan, or employ such personnel, and such political subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefor in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which contract was entered into; and

WHEREAS, MEMA requires that each municipality must coordinate requests for state or federal emergency response assistance with its county, while county and tribal requests for state or federal emergency response assistance may be made directly to MEMA; and

WHEREAS, the Parties to this Agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government intends to foster communications between the personnel of the other Participating Governments by visits, provisions of available resources as listed in the statewide resource database (WebEOC Resource Manager), exchange of information, and development of plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties agree to agree as follows:

SECTION 1. DEFINITIONS

A. **"AGREEMENT"** means the Statewide Mutual Aid Agreement/Compact. Political subdivisions of the State of Mississippi and Mississippi Band of Choctaw Indians may become a party to this Agreement by executing a copy of this Agreement and providing a copy with the original signatures and authorizing resolution(s) to the Mississippi Emergency Management Agency. Copies of the agreement with original signatures and copies of authorizing resolutions and insurance letters shall be filed and maintained at the Agency headquarters in Pearl, Mississippi.

B. **"REQUESTING PARTY"** means the Participating Government entity requesting aid in the event of an emergency. Each municipality must coordinate requests for state or federal emergency response assistance through its county.

C. **"ASSISTING PARTY"** means the Participating Government entity furnishing equipment, services and/or manpower to the Requesting Party.

D. **"AUTHORIZED REPRESENTATIVE"** means an employee of a Participating Government authorized in writing by that government to request, offer or provide assistance under the terms of this Agreement. The list of authorized representatives for the Participating Government executing this Agreement shall be attached as Exhibit A and shall be updated as needed by each Participating Government.

E. **"AGENCY"** means The Mississippi Emergency Management Agency.

F. **"EMERGENCY"** means any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

G. **"DISASTER"** means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a proclamation of a local emergency by a city/county or the Tribal Chief, a declaration of a State of Emergency by the Governor, or a disaster declaration by the President of the United States.

H. **"MAJOR DISASTER"** means a disaster that will likely exceed local capabilities and require a broad range of state and federal assistance.

I. **"PARTICIPATING GOVERNMENT"** means the State of Mississippi, any political subdivision of the State of Mississippi, and/or the Mississippi Band of Choctaw Indians which executes this mutual aid agreement and supply a completed executed copy to MEMA.

J. **"PERIOD OF ASSISTANCE"** means the period of time beginning with the departure of any personnel and equipment of the Assisting Party from any point for the purpose of traveling to the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the Requesting Party.

K. **"WORK OR WORK-RELATED PERIOD"** means any period of time in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such period of time are rest breaks when the personnel of the Assisting Party will return to active work within a reasonable time. Specifically excluded from such period of time are breakfast, lunch, and dinner breaks.

Nothing should be derived from the above statement that excludes Assisting Party personnel from being considered "on the job" for purposes of workers compensation injuries or accidents during these periods.

SECTION 2. PROCEDURES

When a Participating Government either becomes affected by, or is under imminent threat of, a major disaster, it may request emergency-related mutual aid assistance either by: (1) proclaiming a local emergency and transmitting a copy of that proclamation along with a completed Part 1 "Identification of Need" form (Form REQ-A, Appendix A) to the Assisting Party or to MEMA; or (2) by orally communicating a request for mutual aid assistance to the Assisting Party or to MEMA, followed as soon as practicable by written confirmation of said request shown as Form REQ-A in Appendix A.

Mutual aid shall not be requested by Participating Governments unless resources available within the stricken area are deemed inadequate by that Participating Government. Municipalities shall coordinate requests for state or federal assistance with their county emergency management agencies, and county and tribal emergency agencies may coordinate requests for state or federal assistance directly with MEMA. All requests for mutual aid shall be transmitted by the Authorized Representative or the director of the local county emergency

management agency. Requests for assistance may be communicated either to MEMA or directly to an Assisting Party. Requests for assistance under this Agreement shall be limited to major disasters, except where the Participating Government has no other mutual aid agreement based upon Section 33-15-19(a), Mississippi Code, in which case a Participating Government may request assistance pursuant to the provisions of this agreement.

A. **REQUESTS DIRECTLY TO ASSISTING PARTY:** The Requesting Party may directly contact the authorized Representative of the Assisting Party and shall provide them with the information in paragraph C below. All communications shall be conducted directly between the Requesting and Assisting Parties. Each party shall be responsible for keeping the Agency advised of the status of the response activities. MEMA shall not be responsible for costs associated with such direct requests for assistance unless it so elects. However, the Agency may provide, by rule, for reimbursement of eligible expenses from the Disaster Assistance Trust fund.

B. **REQUESTS ROUTED THROUGH, OR ORIGINATING FROM, THE AGENCY:** The Requesting Party may directly contact the Agency, in which case it shall provide MEMA with the information in paragraph C below. The Agency may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. The Agency shall not be responsible for costs associated with such indirect requests for assistance unless the Agency so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall MEMA be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be primarily responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.

C. **REQUIRED INFORMATION:** Each request for assistance shall be accompanied by the following information, to the extent known:
   1. A general description of the damage sustained.
   2. Identification of the emergency service function for which assistance is needed (e.g. fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support health and other medical services, search and rescue, etc.) and the particular type of assistance needed.
   3. Identification of the public infrastructure system for which assistance is needed (i.e. sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed.
   4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed and include a description of working conditions and if personnel will be locally housed.
   5. The need for sites, structures or buildings outside the Requesting Party's political subdivision to serve as relief centers or staging areas for incoming emergency goods and services.
   6. An estimated time and a specific place for a representative of the requesting Party to meet the personnel and equipment of any Assisting Party.

This information may be provided on the form shown in Appendix A as the form REQ-A, or by any other available means. MEMA may revise the format of Form REQ-A subsequent to the execution of this agreement, in which case it shall distribute copies to all Participating Governments.

D. **ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE:** When contacted by a Requesting Party or the Agency, the authorized representatives of any Participating Government agree to assess their government's situation to determine available personnel, equipment and other resources. All Participating Governments shall render assistance to the extent personnel, equipment and resources are available. Each Participating Government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Authorized Representative determines that his Participating Government has available personnel, equipment or other resources, they shall so notify the Requesting Party/Agency and provide the information on Part 2 of the REQ-A form. The Agency shall, upon response from sufficient participating Parties to meet the needs of the Requesting Party, notify the Authorized Representative of the Requesting Party and provide them with the information to the extent known on Part 2 of REQ-A form. The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered and shall transmit said request by the quickest, most practical means to the Requesting Party or the Agency, as applicable for approval. The form to serve as this written acknowledgment is shown in Appendix A as Form REQ-A.

E. **WRITTEN ACKNOWLEDGEMENT:** The Requesting Party/Agency shall respond to the written acknowledgment by executing Part 3 of the REQ-A form shown in Appendix A and returning a copy to the Assisting Party by the quickest, most practical means. Additionally, the Requesting Party/Agency must maintain a copy for its files.

F. **SUPERVISION AND CONTROL:** The personnel, equipment and resources of any Assisting Party shall remain under operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall assign work tasks to the supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party based on task or mission assignments provided by the Requesting Party and the Agency. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. This agreement shall not support any person, group or organization that self deploys.

G. **FOOD, HOUSING, SELF-SUFFICIENCY:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self- sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

H. **RIGHTS AND PRIVILEGES:** Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation incidental to their employment as authorized in 33-15-15(b)(2).

I. **COMMUNICATIONS:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

SECTION 3. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the written acknowledgment executed in accordance with paragraph 2D and 2E of this Agreement. The Requesting Party shall be ultimately responsible for reimbursement of all eligible expenses. The Assisting Party shall submit reimbursement documentation to the Requesting Party on the forms shown in Appendix B.

A. **PERSONNEL:** During the period of assistance, the Assisting Party shall continue to pay its employees according to its then-prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Assisting Party under the terms of the Mississippi Workers' Compensation Act (Section 71-3-1, Mississippi Code) due to personal injury or death occurring while such employees are engaged in rendering aid under this agreement. Both the Requesting Party and the Assisting Party shall be responsible for payment of such benefits only to their own employees.

B. **EQUIPMENT:** The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting Party.

C. **MATERIALS AND SUPPLIES:** The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in 3B unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's Personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the Agency.

D. **RECORD KEEPING:** The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party or the Agency utilizing format used or required by FEMA publications, including 44 CFR Part 13 and applicable Office of Management and Budget Circulars. Requesting Party and Agency finance personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel.

E. **PAYMENT:** Unless otherwise mutually agreed in the written acknowledgment executed in accordance with paragraph 2.E. or a subsequent written addendum to the acknowledgment, the reimbursable expenses with an itemized notice are payable as soon as practicable after the expenses are incurred, but not later than 60 days following the period of assistance unless the deadline for identifying damage is extended in accordance with 44 CFR part 206. The Requesting Party shall pay the bill or advise of any disputed items, not later than the timeframe outlined above. These time frames may be modified by mutual agreement. This shall not preclude an Assisting Party or Requesting Party from assuming or donating, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided to a Requesting Party.

F. **PAYMENT BY OR THROUGH THE AGENCY:** The Mississippi Emergency Management Agency may reimburse for all actual and necessary travel and subsistence expenses for personnel providing assistance pursuant to the request of the Agency, to the extent of funds available and contingent upon an annual appropriation from the legislature for such purposes. The Assisting Party shall be responsible for making written request to the Agency for reimbursement of travel and subsistence expenses, prior to submitting a request for payment to the Requesting Party. The Assisting Party's written request should be submitted as soon as possible after expiration of the period of assistance. The Agency shall provide a written response to said requests within ten days of actual receipt. If the Agency denies said request, the Assisting Party shall then bill the Requesting Party. In the event that an affected jurisdiction requests assistance without forwarding said request through the Agency, or an Assisting Party provides assistance without having been requested by the Agency to do so, the Agency shall not be liable for reimbursement of any of the cost(s) of assistance. The Agency may serve as the eligible entity for requesting reimbursement of eligible costs from FEMA. Any costs to be so reimbursed by or through the Agency shall be determined in accordance with 44 CFR 206.228. The Agency may authorize applications for reimbursement of eligible costs from the Disaster Assistance Trust Fund, established pursuant to Section 33-15-301 Mississippi Code, in the event that the disaster or emergency event is not declared pursuant to

the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-707. Such applications shall be evaluated pursuant to rules established by the Agency and may be funded only to the extent of available funds.

SECTION 4. IMMUNITY

To the extent permitted by law, the Parties shall not be liable for actions to the extent provided by Section 33-15-21(a). This immunity may be waived by the Parties in a manner provided by law to the extent that adequate insurance coverage is in effect.

SECTION 5. LENGTH OF TIME FOR EMERGENCY

The duration of such local emergency declared by the Requesting Party is limited to 30 days. It may be extended with review, if necessary, in 30-day increments as specified in 33-15-17(d).

SECTION 6. TERM

This Agreement shall be in effect for one (1) year from the date hereof and shall automatically be renewed in successive one-year terms unless terminated upon 60 days' advance written notice by the Participating Government. Notice of such termination shall be made in writing and shall be served personally or by registered mail to the Director of Mississippi Emergency Management Agency, who shall provide copies to all other Participating Parties. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until 60 days after notice thereof has been set by the Director of the Mississippi Emergency Management Agency to all other Participating Governments.

SECTION 7. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the Participating Government and upon proper execution hereof.

SECTION 8. ROLE OF MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

The responsibilities of the Mississippi Emergency Management Agency under this Agreement are to: (1) request mutual aid on behalf of a Participating Government under the circumstances identified in this Agreement; (2) coordinate the provision of mutual aid to a Requesting Party pursuant to the provisions of this Agreement; (3) serve as the eligible entity for requesting reimbursement of eligible costs from FEMA upon a Presidential Disaster Declaration; (4) serve as central depository for executed Agreements; and (5) maintain a current listing of Participating Governments with their Authorized Representative and contact information, and provide a copy of the listing to each of the Participating Governments on an annual basis during the second quarter of the calendar year. MEMA will assume no responsibility for any person, group or organization that self deploys.

SECTION 9. SEVERABILITY, EFFECT ON OTHER AGREEMENTS

Should any portion, section or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the portion, section, subsection or power invalidated.

In the event that any parties to this agreement have entered into other mutual aid agreements pursuant to Section 33-15-19(a), Mississippi Code, or interlocal agreements pursuant to Section 17-13-1, Mississippi Code, those parties agree that said agreements are superseded by this agreement only for emergency management assistance and activities performed in catastrophic emergencies pursuant to this agreement. In the event that two or more parties to this agreement wish to engage in mutual aid, then the terms and conditions of this agreement shall apply unless otherwise agreed between those parties.

IN WITNESS WHEREOF, the parties named herein have dully executed this Agreement/Compact on the date set forth below:

ATTEST:
SECRETARY-TREASURER

By: _____

Date: _____

MISSISSIPPI BAND OF
CHOCTAW INDIANS

By: _____
Tribal Chief

APPROVED AS TO FORM:
Attorney General

By: _____

ATTEST:
CLERK OF THE BOARD
OF MISSISSIPPI

By: _____

Date: _____

BOARD OF SUPERVISORS
OF _____ MISSISSIPPI
(county)

By: _____
President

APPROVED AS TO FORM:
County Attorney

By: _____

ATTEST:
CITY CLERK

By: _____

Date: _____

CITY/TOWN OF
MISSISSIPPI

By: _____
Title:

APPROVED AS TO FORM:
City Attorney

By: _____

STATE OF MISSISSIPPI
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

By: _____
Director

Date: _____

STATEWIDE MUTUAL AID COMPACT

Date: _____

Name of Government: _____

Mailing Address: _____

City:_____, MS Zip Code: _____

Authorized Representative to Contact for Emergency Assistance

Primary Representative:

Name: _____

Title: _____

Day Phone:_____Night Phone: _____

Fax No:_____Pager No: _____

1st Alternate Representative

Name: _____

Title: _____

Day Phone:_____Night Phone: _____

Fax No:_____Pager No: _____

2nd Alternate Representative

Name: _____

Title: _____

Day Phone:_____Night Phone: _____

Fax No:_____Pager No: _____

Appendix A

Request for Assistance (REQ-A)

Mississippi Statewide Mutual Assistance Compact (SMAC)

MUTUAL AID REQUEST

Form REQ-A January 2018

PART 1: TO BE COMPLETED BY THE REQUESTING CITY / COUNTY/ OR STATE

DATE:	TIME:	FROM THE CITY/ COUNTY/STATE OF:
TELEPHONE NO.	FAX NO:	CONTACT PERSON:
TO THE CITY/COUNTY/ STATE OF:		AUTHORIZED REPRESENTATIVE:

SITUATION REQUIRING ASSISTANCE:

SITUATION IS: [ ] Life threatening & requires immediate response [ ] not life threatening, but resource shortages are critical

TYPE ASSISTANCE/RESOURCES NEEDED (for more space use Part V & attach):

DATE & TIME RESOURCES NEEDED:	STAGING AREA:

APPROXIMATE DATE/TIME RESOURCES WILL BE RELEASED:

AUTHORIZED OFFICIAL'S NAME:	AGENCY: TITLE:
SIGNATURE:	REQUESTOR'S MISSION NUMBER:

PART 2: TO BE COMPLETED BY THE ASSISTING CITY / COUNTY / OR STATE

CONTACT PERSON:	TELEPHONE:	FAX:

TYPE ASSISTANCE AVAILABLE:
(for more space use Part V & attach)

DATE & TIME RESOURCES AVAILABLE:	APPROX. DAILY COSTS FOR LABOR EQUIPMENT & MATERIALS: $
ESTIMATED TRANSPORTATION COSTS FROM HOME BASE: $	ESTIMATED TRANSPORTATION COSTS TO RETURN HOME BASE: $

LOGISTICAL SUPPORT REQUIRED FROM REQUESTING CITY / COUNTY / OR STATE:

AUTHORIZED OFFICIAL'S NAME:	TITLE:
SIGNATURE:	AGENCY:
DATE: TIME:	MISSION NO:

PART 3: REQUESTING PARTY'S APPROVAL

AUTHORIZED OFFICIAL'S NAME:

SIGNATURE:

TITLE:

AGENCY:

DATE: TIME:

Mississippi Statewide Mutual Assistance Compact (SMAC)

MUTUAL AID REQUEST

PART 4: ADDITIONAL MISSION INFORMATION
(CONTINUATION OF PARTS 1 AND 2)

APPENDIX B

REIMBURSEMENT

FORM R-2

In-State Reimbursement Form
(SMAC, Mission Assignment)

Please complete all fields in gray. Fields in green are automatically calculated.

Event:	Date
Prepared By / Phone # - E-mail	
From City/County/State Department of:	Submitted To:
Mission Assignment Number:	Resourse Request Number:
Copies of Receipts and Payment Vouchers for Each Claim Are Attached:	☐ Yes ☐ No

Personnel Costs

Regular Time	$
Overtime	$
Employer Share of Fringe Benefits	$
Total Personnel Costs	$ 0

Travel Costs

Air Travel	$
Auto Rental/Gas/Mileage	$
Lodging	$
Government Vehicle Costs	$
Meals/Tips	$
Total Travel Costs	$ 0
Equipment Costs	$
Contractual Costs	$
Commodities	$
Other Costs (Explain in Remarks Section)	$
GRAND TOTAL	$ 0

Remarks:

Certified and Authorized by:	**Signature:**
Title:	**Date:**

The authorized official of the assisting party certifies that the totals for each category/claim are exact costs expended to perform the services requested. All additional supporting documentation not included will be maintained by the assisting party for a period of three (3) years following the above date of submission and may be obtained for audit purposes by notifying the assisting party authorized official.

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 08/27/2018

Subject: Resolution - approving Consent to Enter to MDEQ for the Habitat Restoration and Conservation in Turkey Creek (MS) - Phase 1 Project, and authorizing the Mayor to execute the said consent.

Recommendation:

Memorandum – City of Gulfport

To: Mayor Billy Hewes

CC: Dr. John Kelly, CAO Linda Elias, Finance

Wayne Miller, P.E., Public Works

From: Kris Riemann, P.E. RKR

Date: 8/24/18

Re: **Request to Approve Consent to Enter Form**

-Habitat Restoration and Conservation in Turkey Creek (MS) – Phase 1

Attached for your consideration is the referenced Consent to Enter Form. This form is necessary to provide the right of entry to MDEQ (Mississippi Department of Environmental Quality) and its consultants to enter the City of Gulfport owned property to survey Turkey Creek and its banks. The permitted activities include minimal clearing of underbrush to facilitate surveys and minimal initial clearing of waterways to facilitate water access to survey.

Once the survey is complete, the next phases include preparing a map, community input, preparing a package for the de-snagging project, attainment of permits from various agencies, determining what property is needed for acquisition, obtaining appraisals of that property, and offering the property owners the appraised value. When finished, the de-snagging project can be bid and awarded.

This project is funded by the RESTORE Act and will allow in this phase, the consultant to perform, conduct, and complete topographic, hydrographic and hydrologic surveys of the Property and its adjoining waters & wetlands for the purposes of the MDEQ administered *Deepwater Horizon* oil spill related funding sources, including the National Fish and Wildlife Foundation. The firm of Covington Engineering and Environmental Management Services has been hired by MDEQ to complete the project.

I recommend approval of the Consent to Enter form. Please place this item on the September 4, 2018 Council Agenda.

Attachments:
1. Consent to Enter Form
2. Map of City Property

Date:
Permitter/Landowner: **Phone:**

Address:
City: **State:** **Zip:**
Tax Parcel ID#:
Section: **Township:** **Range:** **County:** **State:**

CONSENT TO ENTER

PROJECT: Habitat Restoration and Conservation in Turkey Creek (MS) – Phase I

Permission is hereby granted to the State of Mississippi as represented by the Mississippi Department of Environmental Quality (MDEQ) and the Office of the Secretary of State, and their employees, agents, volunteers, representatives, contractors, and subcontractors (herein referred to as the Permittee) to enter upon the Property owned by the Permitter/Landowner ("Landowner") to perform, conduct, and complete topographic, hydrographic and hydrologic surveys of the Property and its adjoining waters & wetlands for the purposes of the MDEQ administered *Deepwater Horizon* oil spill related funding sources, including the National Fish and Wildlife Foundation.

The Permittee covenants and agrees that, upon entering said land, it shall conduct such operations solely at its own expense and risk and shall promptly repair to the extent reasonable and practicable, less normal wear and tear, any alteration of or damage to the Property caused pursuant to the Permitted Activities.

Permitted Activities include minimal clearing of underbrush to facilitate surveys and minimal initial clearing of waterways to facilitate water access and due diligence functions, as is necessary.

The Permitter asserts he/she is authorized to grant this Permit and further understands the Permittee is relying on this assertion as permission to perform the indicated acts on the Property.

This Permit is granted for One Hundred Eighty (180) days. On written request of the Permittee, Landowner will approve a one-time Ninety (90) days extension of this Permit, said approval shall not be unreasonably withheld.

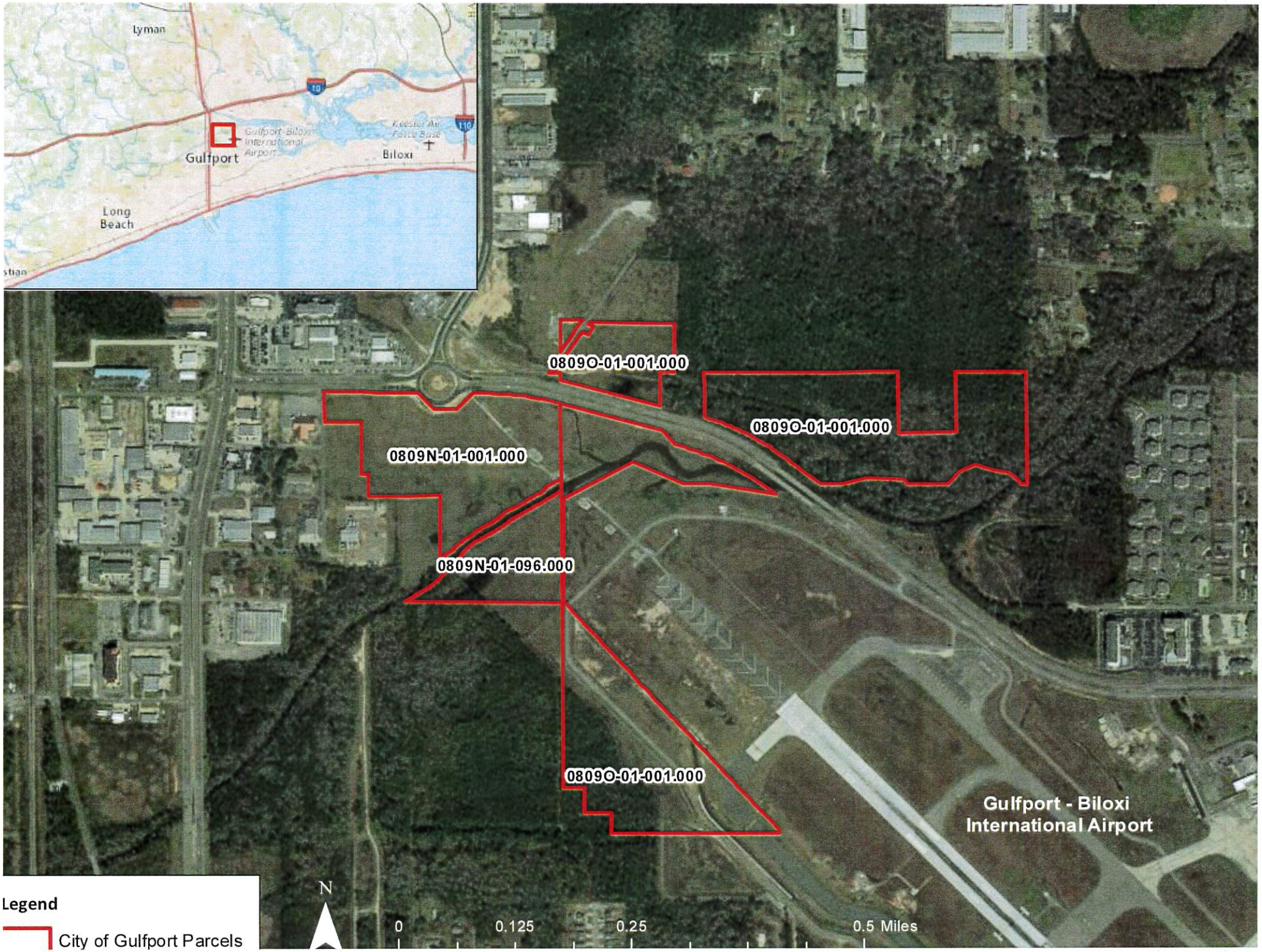
If you require additional assistance, please contact Tabatha Baum of MDEQ at (601) 961-5263 or Bob Gist of Covington Civil & Environmental at (228) 822-0741.

LANDOWNER NAME:
ADDRESS:
TELEPHONE NUMBER:

PERMITTER/LANDOWNER SIGNATURE

_____

_____


Lyman
Gulfport
Biloxi
Long Beach
0809O-01-001.000
0809O-01-001.000
0809N-01-001.000
0809N-01-096.000
0809O-01-001.000
Gulfport - Biloxi International Airport
Legend
City of Gulfport Parcels
N
0
0.125
0.25
0.5 Miles

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 TO APPROVE CONSENT TO ENTER TO MDEQ FOR THE HABITAT RESTORATION AND CONSERVATION IN TURKEY CREEK (MS) – PHASE 1 PROJECT, AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAID CONSENT

WHEREAS, on November 10, 2015, Governor Phil Bryant announced that the National Fish and Wildlife Foundation had awarded almost $30 Million in projects to the State of Mississippi, including a project for Habitat Restoration and Conservation in Turkey Creek – Phase 1; and

WHEREAS, the Governing Authority of the City of Gulfport previously expressed its support for the Habitat Restoration and Conservation in Turkey Creek – Phase 1; and

WHEREAS, prior to allowing the Mississippi Department of Environmental Quality (MDEQ) the right of entry for its consultants to enter the City of Gulfport owned property to survey Turkey Creek and its banks, which will include minimal clearing of underbrush to facilitate surveys and minimal initial clearing of waterways to facilitate water access to survey, the MDEQ requires execution of the attached Consent to Enter (see Exhibit "A" hereto) by 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 and things set forth in the above preamble are hereby accepted as stated as the findings of the Gulfport City Council.

SECTION 2. That the Consent to Enter between the Mississippi Department of Environmental Quality (MDEQ) and the City of Gulfport should be, and is hereby, approved in substantially the same or similar form as set out in **Exhibit "A"** attached hereto.

SECTION 3. That the Mayor and/or his designee should be, and is hereby, authorized on behalf of the City of Gulfport to execute the same on behalf of the City of Gulfport.

SECTION 4. 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: 08/17/2018

Subject: Resolution - approving Master Services Agreement with HCIactive for provision of services related to on-line benefits selections and related Order Form, 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: August 17, 2018

Re: **RFP for On-Line Benefits Provider**
Proposals Received 08-10-2018

On August 10, 2018, the City of Gulfport received two (2) responses to the advertisement for RFP's for On-Line Benefits Provider. The selection committee (a panel of 3 employees and 2 observers) met on Friday, 08-17-18 and conducted a full review and evaluation of the responses received.

The grading criteria and points assessed are shown below:

	HCI Interactive	**Benefitfocus.com**
1. Technical Factors (20 pts)	54	44
2. Expertise & Qualifications (25pts)	69.25	62.5
3. Service & Support (15 pts)	41.5	39.5
4. Cost Factors (35 pts)	94.5	96.4
TOTAL	259.25	242.4

See attached letter of recommendation from Cheryl Millender, HR Manager detailing costs and other pertinent information.

Request your approval of the attached contract. Thank you for your consideration.

Client Master Services Agreement

THIS MASTER SERVICES AGREEMENT (together with all Order Forms and Statements of Work, this "Agreement") is entered into on **11/1/2018** ("Effective Date") by and between **HCIactive**, with a principal location at 3060 Route 97, Suite 200, Glenwood, MD 21738, and **The City of Gulfport, MS** with a principal location at 2309 15th Street**, Gulfport, MS 39501** ("Customer"). The capitalized terms in this Agreement have the meanings set forth in their context or in Section 11 of this Agreement.

1. Scope of Agreement. This Agreement establishes a framework by which HCIactive may provide the certain professional or consulting services ("Professional Services") and related deliverables to Customer as well as access to certain of HCIactive's Platform Services. The specific Professional Services and Platform Services (collectively, "Services") and deliverables ("Deliverables") that HCIactive will provide to Customer will be described in one or more mutually agreed upon Order Form(s). Each Order Form shall set out a description of the applicable Services to be provided by HCIactive, the plan and time line for the performance of such Services, the costs associated with such Services, the schedule of payments for the performance of such Services, and any unique additional terms.

2. Obligations of the Parties

2.1 HCIactive Obligations

2.1.1 HCIactive will perform its obligations as set forth in this Agreement and each Order Form.

2.1.2 HCIactive personnel physically located on Customer's premises will comply with all commercially reasonable workplace safety and security standards and policies of which HCIactive is notified in writing by Customer prior to entering into an Order Form.

2.2 Customer Obligations

2.2.1 Customer will perform its obligations as set forth in each Order Form.

2.2.2 Customer will provide a safe and secure working environment for HCIactive personnel while working on Customer's premises.

2.2.3 Customer agrees that HCIactive may use the Customer name solely to identify Customer as a customer of HCIactive, including in a customer list on HCIactive's website or other communications.

2.2.4 Customer shall be responsible for providing all information to HCIactive that is necessary to provide services (the "Customer Data"). As HCIactive exercises no control over the integrity or accuracy of the data submitted by Customer, under no circumstances shall HCIactive be liable for any damages resulting from errors, omissions and inadequacies in the data submitted.

2.3 Changes to Work and Delays

2.3.1 Changes to the Services or Deliverables will only be made through a written change order, signed by both parties. If HCIactive agrees to provide additional resources in connection with such changes, then such resources will be priced at HCIactive's then-current rates, unless otherwise agreed in writing signed by both parties.

2.3.2 In the event that Customer fails to timely fulfill its obligations under an Order Form, and such failure adversely impacts the provision of Services or events outside of either party's reasonable control cause a delay in or otherwise affect HCIactive's ability to perform its obligations under an Order Form, HCIactive will be entitled to appropriate relief, including adjusting the timing of its delivery of applicable Services and Deliverables.

2.4 Assistance. Customer will provide HCIactive access to the Customer information and personnel ("Customer Information") as reasonably requested by HCIactive to enable HCIactive to provide the Services. Customer understands and agrees that the completeness and accuracy of, and extent of access to, the Customer Information provided to HCIactive may affect HCIactive's ability to provide Services. Customer will obtain any third party consents necessary to grant HCIactive access to the Customer Information that is subject to proprietary rights of, or controlled by, any third party. Customer may, for legitimate security concerns, deny HCIactive certain access to Customer Information, provided, however, that HCIactive will be relieved from performing Services which reasonably require such access.

2.5 Platform Services

2.5.1 Provision of Access. Subject to the terms and conditions contained in this Agreement, HCIactive hereby grants to Customer a non-exclusive, non-transferable license to access the features and functions of the applicable Platform Services ordered pursuant to an Order Form during the term stated in such Order Form in accordance with the terms and conditions of this Agreement solely for Customer's internal use in the U.S.

2.5.2 Usage Restrictions. Customer will not (a) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Platform Services are compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right

to obtain or use such code; (b) create any derivative product from any of the foregoing; (c) except as provided in Section 2.6, allow third parties other than Authorized Users to gain access to the Platform Services or use the Platform Services as a hosted service; or (d) except as provided in Section 2.6, assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under Section 2.5.1. Customer will ensure that its use of the Platform Services and the Platform Documentation complies with all applicable laws, statutes, regulations or rules.

2.5.3 Responsibility for Application and Content Hosting. HCIactive shall, at its own expense, provide for the hosting of the Platform Services which is accessible as part of the Platform Services, provided that nothing herein shall be construed to require HCIactive to provide for, or bear any responsibility with respect to any telecommunications or computer network hardware required by Customer to provide access from the Internet to the Platform Services. HCIactive uses a third party service provider, Microsoft Corporation ("Microsoft") for the hosting of the Platform Services through the Microsoft Azure service. Customer hereby agrees to the terms of the Microsoft Online Services Terms set forth at http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=31 which Microsoft may update periodically, the Microsoft Business and Services Agreement set forth in Exhibit B and the Microsoft Online Services Supplemental Terms and Conditions set forth in Exhibit C (collectively, the "Microsoft Service Terms"), and notwithstanding any contrary provision in this Agreement: (a) the provisions of such Microsoft Service Terms shall apply to any hosting of the Platform Services provided under this Agreement; and (b) in no event will HCIactive have any liability under this Agreement for such hosting in excess of the liability of Microsoft in the Microsoft Service Terms.

2.5.4 Supporting Services. HCIactive will provide the support services for the Platform Services in accordance with its standard support offerings for a particular Platform Service ordered under this Agreement as described in the applicable Order Form, provided that all fees due under this Agreement have been paid. The parties acknowledge and agree that HCIactive will have no obligation to provide support to Customer with respect to (a) use of the Platform Services other than according to the Platform Documentation or the terms of this Agreement; or (b) any combination of the Platform Services with hardware, software or technology not provided by HCIactive.

2.5.5 Authorized Users Access to Services. Customer may permit any Authorized Users to access and use the features and functions of the Platform Services as contemplated by this Agreement. Customer shall be liable for all violations of this Agreement by its Authorized Users. Customer shall register all Authorized Users with HCIactive who will provide Customer with login credentials for each Authorized User.

2.5.6 Provision of Support to Authorized Users. Other than as required from HCIactive under Section 2.5.4 (which shall include support requests from Customer's Help Desk personnel), Customer will provide all maintenance and technical support services as may be required by its Authorized Users, with respect to provision of access to, and use of, the Platform Services.

2.5.7 Customer Responsibility for Data and Security. Customer and its Authorized Users shall have access to the Customer Content and shall be responsible for all changes to and/or deletions of Customer Content and the security of all passwords and other access protocols required in order to access the Platform Services.

2.6 Use and Distribution

2.6.1 Removed, Not Applicable

2.6.2 HCIactive Trademarks. HCIactive grants to Customer a limited, non-transferable, non-exclusive right to use: (a) designated trademarks of HCIactive, as provided on an applicable Order Form and during its term, on marketing materials for the Platform Services upon HCI's prior written approval of such materials; and (b) the phrase "powered by HCIactive®" in an accurate and factual manner on websites or marketing materials relating to Services on its website or marketing materials without prior approval during the term of the applicable Order Form. Except for the foregoing limited license rights, HCIactive retains all right, title and interest in and to such trademark and phrase and all goodwill arising from such use shall inure to HCIactive.

2.6.3 Private Labeling. Customer may, during the term of the applicable Order Form and upon notice to HCIactive, label the Services under Customer's own trademarks (the "Private Label Trademarks") as provided and in accordance with the applicable Order Form. Customer may place the Private Label Trademarks on its website in a manner approved by HCIactive in writing. Notwithstanding the foregoing, Customer may not remove or alter any HCIactive trademarks or any other trademarks, proprietary or intellectual property markings or notices that are affixed to or contained in the Platform Services. Customer may not (a) place any markings or notices on the Platform Services indicating or suggesting that Customer is the copyright owner of any portion of the Platform Services; (b) use Private Label Trademarks that are substantially similar to or otherwise infringe upon any trademark of HCIactive or any third party; or (c) use Private Label Trademarks or other markings or notices in such a manner as to be likely to cause confusion or mistake as to the relationship between HCIactive and Customer. Customer represents and warrants to HCIactive that Customer owns or has a license to use the Private Label Trademarks as provided in this Agreement.

2.6.4 Audit. Customer will maintain accurate records relating to users of the Services during the term of this Agreement and for at least two (2) years after the termination of this Agreement. HCIactive, or persons designated by HCIactive, will, at any time during the period when Customer is obligated to maintain such records during normal business hours and on reasonable prior notice, be entitled to audit such records to ascertain completeness and accuracy, in order to verify Customer's compliance with this Section 2.6.

3. Definitions

3.1 **"Authorized User"** will mean any individual who is an employee of Customer or such other entity or individual as may be authorized by an Order Form, or authorized, by virtue of such individual's relationship to, or permissions from, Customer, to access the Platform Services pursuant to Customer's rights under this Agreement.

3.2 **"Confidential Information"** shall mean all written or oral information, disclosed by either party to the other, related to the operations of either party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

3.3 **"Customer Content"** will mean the data, media and content provided by Customer to HCIactive, including any data, media or content input, made available or included in any communications sent through the Platform Services.

3.4 **"Intellectual Property Rights**" means any and all now known or hereafter existing (a) rights associated with works of authorship throughout the universe, including exclusive exploitation rights, copyrights, moral rights, and mask works; (b) trademark and trade name rights; (c) trade secret rights; (d) patents, designs, algorithms, and other industrial property rights; (e) other intellectual property and proprietary rights of every kind and nature throughout the universe, whether arising by operation of law, by contract or license, or otherwise; and (f) all registrations, applications, renewals, extensions, combinations, divisions, or reissues of the foregoing.

3.5 **"Non-Identifiable Data"** shall mean Protected Health Information that is not identifiable in accordance with the non-identification standards set forth in 42 CFR §3.212 and 45 C.F.R. §164.514.

3.1 "**Platform Documentation**" shall mean the documentation provided by HCIactive relating to the Platform Services.

3.2 **"Platform Services"** shall mean the services ordered by Customer through an Order Form and provided by HCIactive by means of access to certain content and use of the features and functionality of cloud-based platform services available and accessible within HCIactive's websites, solely to the extent set forth and further described in, and as limited by, the Order Form executed by the parties.

3.3 **"Protected Health Information**" shall have the meaning set forth in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-164) ("**HIPAA**").

3.4 **"Work Product**" means any and all technology, products, design and associated documents (including all printed and electronic documentation and notes) that are developed by HCIactive (or jointly by the parties) pursuant to, related to, or in connection with Professional Services provided under this Agreement.

Intending to be legally bound, the parties have had this Agreement executed by their duly authorized representatives.

HCIactive	**The City of Gulfport, MS**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT A

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (this "BAA") is entered into by and between Healthcare Interactive, Inc., with a principal location at 3060 Route 97, Suite 200, Glenwood, MD 21738 ("Business Associate"), and the entity ("Covered Entity") who entered into the attached Professional Services Agreement (the "Agreement") as Customer. This BAA is effective upon the Effective Date of the Agreement. The parties are entering into this BAA in order to comply with the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and their respective implementing regulations, including the Privacy Standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E (the "Privacy Rule"), the Security Standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C (the "Security Rule"), the Breach Notification Standards adopted by the U.S. Department of Health and Human Services, as they may be amended from time to time, at 45 C.F.R. part 164, subpart D (the "Breach Notification Rule"), as well as related state laws and/or regulations (collectively, the "HIPAA Rules"), and this BAA is hereby incorporated into the Agreement.

RECITALS

WHEREAS, Business Associate provides certain services to Covered Entity under the Agreement ("Services");

WHEREAS, in connection with these Services, Covered Entity may disclose to Business Associate certain Protected Health Information ("PHI") (as defined below) that is subject to protection under the HIPAA Rules;

WHEREAS, if Business Associate performs or assists in performing certain functions or activities for or on behalf of Covered Entity that involve the use or disclosure of PHI, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity; and

WHEREAS, the parties agree that the terms of this BAA will have no effect unless and until Business Associate performs or assists in performing certain functions or activities for or on behalf of Covered Entity that involve the use or disclosure of PHI.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Definitions.

1. Unless otherwise provided, all capitalized terms in the Agreement will have the same meaning as provided under the HIPAA Rules.

2. Protected Health Information or PHI: Protected Health Information or PHI, as defined by the Privacy Rule, for this BAA means PHI that is created, received, maintained, or transmitted on behalf of Covered Entity by Business Associate pursuant to the Agreement.

B. Purposes for which PHI May Be Disclosed to Business Associate.

In connection with the Services provided by Business Associate to or on behalf of Covered Entity, Covered Entity may disclose PHI to Business Associate during the performance of service and support activities in compliance with HIPAA.

C. Obligations of Business Associate.

1. Compliance with Laws. Business Associate agrees to comply with the provisions of the HIPAA Rules that are applicable to Business Associate.

2. Use and Disclosure of PHI. Business Associate may use or disclose PHI as Required by Law. Business Associate shall not use or further disclose PHI other than as permitted or required by this BAA or as Required by Law. Business Associate shall not use or disclose PHI in a manner that would violate the HIPAA Rules if used or disclosed by Covered Entity, provided, however, that Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, for the specific uses and disclosures set forth herein, and to carry out its legal responsibilities. Business Associate agrees, to the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, to comply with the requirements of Subpart E of 45 C.F.R. Part 164 that apply to Covered Entity in the performance of such obligation(s).

3. Safeguards. Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed in violation of this BAA or applicable law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity and shall comply, where applicable, with Subpart C of 45 C.F.R. Part 164 with respect to such electronic PHI to prevent use or disclosure of such electronic PHI other than as provided for by this BAA.

4. Disclosure to Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, to subcontractors, Business Associate shall, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate under this BAA with respect to such information. Business Associate shall ensure that any such agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Business Associate or Covered Entity.

5. Minimum Necessary. Business Associate agrees to make reasonable efforts to limit use and disclosure of PHI to the minimum necessary to accomplish the intended purposes, consistent with Business Associate's policies and procedures.

6. Individual Rights. Business Associate agrees as follows:

(a) Individual Right to Copy or Inspection. To the extent Business Associate or its subcontractors maintains PHI in a Designated Record Set, if an Individual makes a request for access directly to Business Associate, Business Associate will within fifteen (15) business days forward such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding the grant or denial of an Individual's request for PHI and Business Associate will make no such determinations. Except as Required by Law, only Covered Entity will release and be responsible for releasing PHI to an Individual pursuant to such a request.

(b) Amendment of an Individual's PHI or Record. To the extent Business Associate or its subcontractors maintains PHI in a Designated Record Set, if an Individual makes a request for an amendment of his or her PHI or record directly to Business Associate, Business Associate will within fifteen (15) business days forward such request in

writing to Covered Entity, and Business Associate will incorporate any such amendment upon written request from Covered Entity. As between the parties, Covered Entity will be responsible for making all determinations regarding the grant or denial of an Individual's request for an amendment, and except as Required by Law Business Associate will not make or be responsible for making any such determinations.

(c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an Accounting of Disclosures of PHI in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for Accounting of Disclosures. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule). Such accounting is further limited to disclosures that were made in the three (3) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) to the extent that the purpose of such accounting is to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI through an Electronic Health Record, as the term is defined in section 13400 of HITECH, made to carry out Treatment, Payment and Health Care Operations as provided in 45 C.F.R. §164.506. Notwithstanding the above, any such accounting shall be provided only for as long as Business Associate maintains the PHI. If an Individual requests an Accounting of Disclosures directly from Business Associate, Business Associate will forward the request and its Disclosure record to Covered Entity within fifteen (15) business days of Business Associate's receipt of the Individual's request. As between the parties, Covered Entity will be responsible for preparing and delivering the Accounting to the Individual. Except as Required by Law, Business Associate will not provide or be responsible for providing an Accounting of its Disclosures directly to any Individual.

7. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received on behalf of, Covered Entity to the Secretary or his or her agents or authorized designees for the purpose of determining Covered Entity's compliance with the HIPAA Rules.

8. Withdrawal of Authorization. If the use or disclosure of PHI in this BAA is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has received notice from Covered Entity pursuant to Section E.1. herein of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the HIPAA Rules expressly applies.

9. Security Incident. Business Associate agrees to report to Covered Entity any Security Incident of which Business Associate becomes aware, provided that notice is hereby deemed given for Unsuccessful Security Incidents and no further notice of such Unsuccessful Security Incidents shall be given. "Unsuccessful Security Incidents" mean, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of PHI.

10. Use of Disclosure of PHI Not Provided for by this BAA. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this BAA of which Business Associate becomes aware.

11. Breaches of Unsecured PHI. Business Associate will report in writing to Covered Entity any Breach of Unsecured Protected Health Information, as required at 45 C.F.R. § 164.410 of which it becomes aware, within fifteen (15) business days of the date Business Associate learns of the incident giving rise to the Breach.

12. Certain Prohibited Uses. Subject to Section D.2, Business Associate agrees not to receive any remuneration for PHI other than such remuneration as Business Associate receives from Covered Entity in exchange for Business Associate's provision of the Services. Business Associate further agrees not to use any PHI for marketing or fundraising purposes in violation of the HIPAA Rules that are applicable to Business Associate.

D. Rights of Business Associate.

1. Management and Administration. Except as otherwise limited in this BAA, Business Associate may use and disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

2. Data Aggregation. Business Associate is permitted, for Data Aggregation purposes to the extent permitted under the HIPAA Rules, to use, disclose, and combine PHI created or received on behalf of Covered Entity by Business Associate pursuant to this BAA with Protected Health Information, as defined by 45 C.F.R. 160.103, received by Business Associate in its capacity as a business associate of other covered entities, to permit data analyses that relate to the Health Care Operations of the respective covered entities and/or Covered Entity, where "business associate" and "covered entities" have the meanings given to them in 45 C.F.R. 160.103.

3. De-identified Information. Business Associate may de-identify any and all PHI created or received by Business Associate under this BAA at any location and use all such de-identified data in accordance with the de-identification requirements of the HIPAA Rules.

4. Reporting Violations of Law. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 164.502(j)(1).

5. Limited Data Set. Business Associate may create a Limited Data Set and use such Limited Data Set pursuant to a Data Use Agreement that meets the requirements of the Privacy Rule.

E. Obligations of Covered Entity.

1. Changes in Authorization. Covered Entity shall inform Business Associate, in writing and in a timely manner, of any changes in, or withdrawal of, any authorization provided to Covered Entity by any Individual pursuant to 45 CFR § 164.508, to the extent that such changes or withdrawal may affect Business Associate's use or disclosure of PHI. In addition, Covered Entity shall notify Business Associate, in writing and in a timely manner, of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Covered Entity shall promptly notify Business Associate of any breach by Covered Entity of any obligation under the HIPAA Rules as such breach relates to PHI as defined herein. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity, and Business Associate is not required to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

2. Minimum Necessary. Covered Entity shall disclose to Business Associate only the "Minimum Necessary" amount of PHI for Business Associate to perform the Services and its rights and obligations under this BAA, and only in compliance with the HIPAA Rules.

F. Term and Termination.

1. Term. The term of this BAA shall be effective as of the date last executed below and shall continue until all PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of

Covered Entity, is destroyed or returned to Covered Entity, or this BAA is terminated pursuant to this Article F. The parties may also terminate the BAA by providing thirty (30) days' prior written notice to the other party.

2. Termination for Breach. Either party may terminate this BAA upon written notice to the other party if the non-breaching party determines that the other party or its subcontractors has breached a material term of this BAA, provided that the non-breaching party will first provide the other party with written notice of the breach of this BAA and afford the other party the opportunity to cure the breach within forty-five (45) days of the date of such notice. If the other party or any of its subcontractors fails to timely cure the breach, the non-breaching party may terminate this BAA.

3. Effect of Termination. Upon termination of this BAA for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form and to retain no copies. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and the parties shall agree to extend the protections of this BAA to such PHI and Business Associate shall limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

G. Miscellaneous.

1. Survival. The respective rights and obligations of the parties under Article G. of this BAA shall survive the termination of this BAA.

2. Notices. Any notices pertaining to this BAA shall be given in writing and shall be deemed duly given when personally delivered to a party or a party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate party as follows:

If to Covered Entity:

To the address stated on the applicable Order Form
Attn: Chief Administrative Officer
With a Carbon Copy to the Gulfport City Attorney at the same address

If to Business Associate:
Healthcare Interactive, Inc.
3060 Route 97, Suite 200
Glenwood, MD 21738
Attn: Chief Financial Officer

3. Amendments. This BAA may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the parties hereto. The parties, however, agree to amend this BAA from time to time as necessary, in order to allow the parties to comply with the requirements of the HIPAA Rules.

4. Choice of Law. This Agreement and the rights and the obligations of the parties hereunder shall be governed by and construed under the laws of the State of Mississippi without regard to applicable conflict of laws principles. All disputes arising out of or relating to this BAA will be submitted to the exclusive jurisdiction of the state

or federal courts of competent jurisdiction located in the State of Mississippi, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue.

5. Assignment of Rights and Delegation of Duties. This BAA is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

6. Nature of Agreement. Nothing in this BAA shall be construed to create (a) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, (b) any fiduciary duty owed by one party to another party or any of its affiliates, or (c) a relationship of employer and employee between the parties.

7. No Waiver. Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this BAA may be waived by either party except by a writing signed by an authorized representative of the party making the waiver.

8. Severability. The provisions of this BAA shall be severable, and if any provision of this BAA shall be held or declared to be illegal, invalid or unenforceable, the remainder of this BAA shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

9. No Third Party Beneficiaries. Nothing in this BAA shall be considered or construed as conferring any right or benefit on a person not party to this BAA nor imposing any obligations on either party hereto to persons not a party to this BAA.

10. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this BAA are inserted for convenience only, do not constitute a part of this BAA and shall not affect in any way the meaning or interpretation of this BAA.

11. Entire Agreement. This BAA, together with all exhibits, riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both parties from time to time while this BAA is in effect, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, addendums, negotiations, commitments, and any other writing and communication by or between the parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this BAA and any provisions of any exhibits, riders, or amendments, the provisions of this BAA shall control.

12. Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules. The provisions of this BAA shall prevail over the provisions of any other prior agreement that exists between the parties that may conflict with, or appear inconsistent with, any provision of this BAA or the HIPAA Rules, unless otherwise explicitly set forth in such agreement.

HClactive	**The City of Gulfport, MS**
By:_____	By:_____
Name: _____	Name:_____

Title: _____ Title:_____

Date:_____ Date:_____

13. Regulatory References. A citation in this BAA to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

Intending to be legally bound, the parties have had this Agreement executed by their duly authorized representatives.

ORDER FORM #The City of Gulfport MS 2018-2019

Customer: The City of Gulfport, MS	**HClactive Representative: J. Mueller**
Address: 1410 24th Ave., Hardy Building, Gulfport, MS 39501	**Effective Date: 11/01/2018**
Customer Contact: Cheryl Millender	**Customer Phone:**
Customer Email: cmillender@gulfport.ms.gov	
Invoice Contact:	**Invoice Phone:**
Invoice Email:	

This Order Form is valid until 9/15/2018.

This Order Form incorporates the terms and conditions of the Master Services Agreement ("Agreement") executed on (date) _____ . The Customer hereby orders the Services set forth on attached Exhibit A.

The Initial Term of this Order Form will be thirty-six (36) months, commencing on the Effective Date of this Order Form, and the term of this Order Form with the Services selected herein will automatically renew for additional twelve (12) month terms at the then-current rates unless either party provides written notice to the other party at least sixty (60) days prior to the end of the then-current term of its intent not to renew.

Unless otherwise provided in this Order Form, HClactive will issue an invoice monthly in arrears for all Services selected on Exhibit A commencing on the Effective Date of this Order Form, provided that charges marked as Additional One-Time Costs will be invoiced on the Effective Date of this Order Form unless otherwise noted. Customer agrees to pay all invoices within forty-five (45) days of the date of invoice. All fees are exclusive of applicable taxes. If Customer wishes to order additional Services or

add additional Customers other than the Services listed in Exhibit A, the parties will enter into an additional Order Form(s). Customer shall also reimburse HCIactive for all reasonable travel and living expenses incurred in the provision of the Services. No change or modification to this Order Form shall be effective or binding except as expressly set forth in a written agreement signed by both parties. All fees are in USD.

Notwithstanding any contrary provision in any Business Associate Agreement or Addendum ("BAA") entered into by the parties, Customer hereby agrees that: (a) commercially available wearable devices, mobile applications and other collection devices produce information for a member; (b) the obligations of HCIactive under the BAA do not apply to such information until that information is received by HCIactive in its systems; (c) when such information is received by HCIactive in its systems, HCIactive will protect such information as PHI (as defined in the BAA) under the BAA, but HCIactive' s obligations under the BAA do not apply to the protection of information gathered by the devices to the extent that information is outside of the systems of HCIactive; and (d) HCIactive will not disclose any PHI to such unprotected devices.

HCIactive will onboard the Customer and its Authorized Users onto HCIactive' s HealthspaceTM Cloud Service Platform. This platform includes use of the portals ("Portals") by Customer and their Authorized Users as more fully described in this Order Form. Customer shall ensure that HCIactive receives an eligibility report monthly stating the number of covered employees and dependents for Customer and each Customer, as applicable, and any other information reasonably requested by HCIactive from time to time. HCIactive will use the information from this report to calculate the amount to be invoiced under this Order Form, if per employee per month (PEPM) charges are applicable. It is the Customer's responsibility to ensure any and all employee and dependent rosters are correct.

Intending to be legally bound, the parties have had this Order Form executed by their duly authorized representatives.

Healthcare Interactive, Inc.	The City of Gulfport, MS
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

.1. Population Health Management (PHM) (Exhibit D)/Enrollment & Eligibility (Exhibit B)

☒ Gold Level - Wellness Plan Template

☒ Enrollment & Eligibility and PHM: $8.50 PEPM (plan employees)

2. Optional Add-On Services and Costs (Please review Exhibit I)

Optional Add-On Services:

☒ **Services on an As-Needed Basis (Exhibit I) – Subsequent order forms will be issued as services are requested**

Please initial confirmation of above

HCIactive	The City of Gulfport MS
Initials: _____	Initials: _____
Date: _____	Date: _____

EXHIBIT B – Portal Configuration

Member Portal

Enroll & Manage Benefits

Online / Mobile Enrollment for Members
Open Enrollment; Change Benefits, Mid-Year Enrollment / New Hire
Standard Benefits: Medical, Dental, Vision, FSA, HRA, HSA
Ancillary Benefits: Life Company Paid EE/Spouse, Life Voluntary EE/Spouse, STD, LTD
Beneficiaries
Supports Self-funded and Fully Insured Plan Designs and Rules
Defined Contribution Calculation
Benefit Advisor Tool for Private Exchange Offerings
Upload QLE Documents; On Mobile, Take a Picture
Custom Worksheets (Debit Card Request, Spouse Employment, etc.)
Manage Beneficiaries
Coordination of Benefits (COB) Form
Manage and Change a PCP
Print a Summary of Elections

PHM

Incentive Management
Challenges
Friends
Health Risk Questionnaire
Trivia Challenge
Online Education

Messages & Activities (Communications)

Client Portal:

Enrollment

Online Enrollment on behalf of Members
Approval of Enrollment Requests from Members
Open Enrollment; Change Benefits, Mid-Year Enrollment / New Hire
Add New Employee

PHM

PHM Dashboard
Point management
Wellness Plan Builder

My Tools

Active Reporting
Activities
My Documents

EXHIBIT D

Population Health Management (PHM) Services

Gold PHM		
Description	Quantity	Frequency
Data Integration		
Integration of eligibility data, Rx claims, Medical claims	3	Daily, Weekly, Monthly
Use of existing Lab data feed	1	Feed
Claims Analysis/Predictive Modeling		
Predictive Modeling	1	Annual
Risk Profiling	1	Monthly
Health Coaching & Disease Management		
Outbound telephonic outreach to High and High- Moderate Risk members.	3	calls
Identification and outreach to address gaps in Rx compliance.		As indicated
Readiness-to-Change (RtC) Prochaska-based RN health coaching		
Member initiated “Know Your Numbers” call with a Health Coach	1	Annual
Food Log review with a Health Coach, member initiated	1-2	Annual
Mobile App for iPhone and Android		
"P2Pgo" mobile app on Play Store and App Store	1	Online app
Web-Based Health Management Portal		
Readiness to Change (RtC) Health Risk Assessment		Online
RtC Digital Health Coaching Modules		Online
Online Education Seminars		Online
Rx and Medical claims history		Online
Alternate medicines and local price comparisons		Online

Integration with 150+ apps and devices (e.g., Fitbit, Garmin, Nike, etc.)		Online
Leaderboard (gamification) and Friends		Online
Challenges: Individual, Trivia, Team		Online, according to Wellness Plan Template
Incentive Management		
Incentive Program Template Design	1	Year
Incentive Template Setup and Programming	1	Year
Number of Incentive Reporting Periods	1 to 4	Annual, Semester, Trimester, Quarterly
Number of Changes of Incentive Report	2	Year
Concurrent Reward Fulfillment options	3	Gift card, Fitbit, Premium differential, Deductible buy-down, FSA credit
Reward Fulfillment	1 to 4	Annual
Standard Incentive Programs		
**See associated “Gold” Wellness Plan Template		
Self-Service Points Management		
Integration with Outside Vendor	Optional	SOW
Toll free RN Advisory Line		On demand
Online Reporting		
On-demand Reporting Portal for HR / Benefits Administrator		Online
Activity/Incentive earned report		Online
Company comprehensive report	1	Annual
Member comprehensive report	1	Annual
Scheduled custom reports	Optional	SOW

Wellness Navigators		
Program registration support		On demand
Health coaching scheduling assistance		On demand
Member incentive program support		On demand
Appeals for incentive programs		On demand
Standard Member Communications		
Welcome letter	1	Annual
Quick start guide	1	Annual
Challenge Flyers/Posters	1	Set of templates
E-Reminders		
Incentives: Starting, Mid-way, Ending	1-4	According to # of incentive periods
Challenges – Individual: Starting		According to incentive program
Challenges – Team: Starting, Team Registration Ending, Midway, Ending		According to incentive program
Account Management		
Onsite Meetings		
less than 500 employees	n/a	via webinar
Greater than 1000 employees	1	annual
Wellness Strategy Support	1	Annual strategy meeting
Portal Demo for HR Rep	4	Annual

EXHIBIT I

Services and Wholesale Pricing

Optional Services	Base Price 1- 500	Volume Discount 501-	Volume Discoun
Mailings			
• Postcards	$2.50+postage	$2.00+postage	$1.50+postage
• Member Mailings	$3.50+postage	$3.00+postage	$2.50+postage
• Member Comprehensive Reports	$6.00+postage	$5.50+postage	$5.00+postage
Gift Card Fulfillment - MUST BE PREPAID	Face value of card + 4% + activation fee or min. $4 per card		
Fitbit Fulfillment – MUST BE PREPAID TO PLACE THE ORDER	Pricing estimate (quote) will be provided upon receipt of number of Fitbit models/sizes/colors selected		
Paper Health Risk Assessment (includes return postage and processing)	$8 per HRA		
Physician Lab Results (includes data entry of results)	$12 per member		
Paper affidavits (includes data entry of results)	$12 per affidavit		
Coaching Program Workbooks	$10+postage		
Translations	Depends on volume and languages		
Onsite Events			
• Wellness Seminars (per 1-hour session + travel)	**$300 / session + travel expenses**		
• Full Day Onsite Health Coach (per diem + travel; 7 hr. max) May include 1-on-1 coaching, 1-on-1 lab follow-up, biometrics, etc.	**$800 / day + travel expenses**		
• Wellness Program Coordinator	**$65 / hour + travel expenses**		
Travel			
• Mileage (up to 3 hr. driving, each way)	$0.54 / mile		
• Airfare / Rail / Rental Car	Pass thru expense		
• Hotel	Pass thru expense		
• Meals	$40 per diem		

Lab Event Management – Add-on Tools and Services	Please note: a minimum of 30 days lead time is required to prepare for an onsite screening event. Additionally, screenings at multiple locations on the same day are dependent on number of locations requested and available staffing.		
• Screening Management Tablet App Licensing	$3.95 per screened individual; includes use of App and submission of claim to TPA, if applicable		
• Lab file data load and automation	$295 if using HCIactive's Eligibility / Lab layout or Quote Upon Request - if using fully custom Lab layout		
Data Management / ETL			
• Map new 834/837 or flat file layout. These are one-time fees for mapping a new layout. If a mapping already exists and will be re-used, there is no charge.	$250 per mapping for up to 15 fields in a layout $500 per mapping for 16 - 40 fields in a layout $700 per mapping for 41+ fields in a layout		
• Inbound/Outbound file feed set-up, assuming existing mapping	$500 one-time fee per custom file delivery method to/from a specific Customer or vendor		
• Historical HRA / PHQ mapping and data load	$500 one-time fee per custom file delivery method to/from a specific Customer or vendor		
• Lab file data load and automation	(see Lab Event Management, above)		
Custom Technical Services			
Block Hours are available at a 20% discount for Custom Technical Services with prepaid 20 hours per month minimum			
• Custom Development	$250 / hour		
• Emergency / Off-cycle Deployment	$1,500 per deployment		
• Custom Analytics / Configuration / Workflows			
• Senior Associate	$250 / hour		
• Mid-Level Associate	$150 / hour		
• Custom Report Writing	$175 / hour		

MEMORANDUM

DATE: August 17, 2018

TO: Connie Debenport

FROM: Cheryl Millender

RE: On-Line Enrollment System Overview

The selection committee for the online benefit technology provider met on Friday, August 17, 2018, to review two proposals.

The services requested were:

- Employee access for online benefits enrollment, changes, and status information
- Member portal and mobile application
- Clinical health coaching, with disease management
- Digital coaching modules and challenges
- Ancillary Products-EOI forms are completed and signed online the day the benefits are selected
- Digital signature capability
- Web links to benefit providers
- Data integration for eligibility, pharmacy and medical data that will provide predictive modeling, resulting in accurate forecasting
- Client portal to retrieve reports, i.e., utilization, status, etc.
- File feeds to carriers, TPA and HRIS system
- Quality and timely technical support
- Claims data analysis to determine cost drivers

The services that HCIactive can provide are:

- Data feed integration to our third party administrator, which will allow predictive modeling of our health and pharmacy claims. This will allow HCIactive to produce risk and cost models, and the ability to drill down on health risk, before a disease is full blown. As a result of this data, a health coach will be able to assist members who have health challenges.

- HCIactive provides a member portal and mobile app (iPhone and Android). Provides easy access to food and fitness trackers, health challenges, member claim data, etc. This component alone should be a great benefit to our current wellness program participants, and also incentivize other employees to participate due to the fast and easy access.

The committee unanimously voted for HCIactive. Listed below is the cost.

Cost:

A one-time implementation fee of $8,500 and a recurring fee of $8.50 per member per month.

Please advise if additional information is needed.

Client Master Services Agreement

THIS MASTER SERVICES AGREEMENT (together with all Order Forms and Statements of Work, this "Agreement") is entered into on **11/1/2018** ("Effective Date") by and between **HClactive**, with a principal location at 3060 Route 97, Suite 200, Glenwood, MD 21738, and **The City of Gulfport, MS** with a principal location at 2309 15th Street~~**1410 24th Avenue, Hardy Building**~~**, Gulfport, MS 39501** ("Customer"). The capitalized terms in this Agreement have the meanings set forth in their context or in Section 11 of this Agreement.

1. Scope of Agreement. This Agreement establishes a framework by which HClactive may provide the certain professional or consulting services ("Professional Services") and related deliverables to Customer as well as access to certain of HClactive's Platform Services. The specific Professional Services and Platform Services (collectively, "Services") and deliverables ("Deliverables") that HClactive will provide to Customer will be described in one or more mutually agreed upon Order Form(s). Each Order Form shall set out a description of the applicable Services to be provided by HClactive, the plan and time line for the performance of such Services, the costs associated with such Services, the schedule of payments for the performance of such Services, and any unique additional terms.

2. Obligations of the Parties

2.1 HClactive Obligations

2.1.1 HClactive will perform its obligations as set forth in this Agreement and each Order Form.

2.1.2 HClactive personnel physically located on Customer's premises will comply with all commercially reasonable workplace safety and security standards and policies of which HClactive is notified in writing by Customer prior to entering into an Order Form.

2.2 Customer Obligations

2.2.1 Customer will perform its obligations as set forth in each Order Form.

2.2.2 Customer will provide a safe and secure working environment for HClactive personnel while working on Customer's premises.

2.2.3 Customer agrees that HClactive may use the Customer name solely to identify Customer as a customer of HClactive, including in a customer list on HClactive's website or other communications.

2.2.4 Customer shall be responsible for providing all information to HClactive that is necessary to provide services (the "Customer Data"). As HClactive exercises no control over the integrity or accuracy of the data submitted by Customer, under no circumstances shall HClactive be liable for any damages resulting from errors, omissions and inadequacies in the data submitted.

2.3 Changes to Work and Delays

2.3.1 Changes to the Services or Deliverables will only be made through a written change order, signed by both parties. If HClactive agrees to provide additional resources in connection with such changes, then such resources will be priced at HClactive's then-current rates, unless otherwise agreed in writing signed by both parties.

2.3.2 In the event that Customer fails to timely fulfill its obligations under an Order Form, and such failure adversely impacts the provision of Services or events outside of either party's reasonable control cause a delay in or otherwise affect HClactive's ability to perform its obligations under an Order Form, HClactive will be entitled to appropriate relief, including adjusting the timing of its delivery of applicable Services and Deliverables.

2.4 Assistance. Customer will provide HClactive access to the Customer information and personnel ("Customer Information") as reasonably requested by HClactive to enable HClactive to provide the Services. Customer understands and agrees that the completeness and accuracy of, and extent of access to, the Customer Information provided to HClactive may affect HClactive's ability to provide Services. Customer will obtain any third party consents necessary to grant HClactive access to the Customer Information that is subject to proprietary rights of, or controlled by, any third party. Customer may, for legitimate security concerns, deny HClactive certain access to Customer Information, provided, however, that HClactive will be relieved from performing Services which reasonably require such access.

2.5 Platform Services

2.5.1 Provision of Access. Subject to the terms and conditions contained in this Agreement, HClactive hereby grants to Customer a non-exclusive, non-transferable license to access the features and functions of the applicable Platform Services ordered pursuant to an Order Form during the term stated in such Order Form in accordance with the terms and conditions of this Agreement solely for Customer's internal use in the U.S.

2.5.2 Usage Restrictions. Customer will not (a) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Platform Services are compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such code; (b) create any derivative product from any of the foregoing; (c) except as provided in Section 2.6, allow third parties other than Authorized Users to gain access to the Platform Services or use the Platform Services as a hosted service; or (d) except as provided in Section 2.6, assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under Section 2.5.1. Customer will ensure that its use of the Platform Services and the Platform Documentation complies with all applicable laws, statutes, regulations or rules.

2.5.3 Responsibility for Application and Content Hosting. HCIactive shall, at its own expense, provide for the hosting of the Platform Services which is accessible as part of the Platform Services, provided that nothing herein shall be construed to require HCIactive to provide for, or bear any responsibility with respect to any telecommunications or computer network hardware required by Customer to provide access from the Internet to the Platform Services. HCIactive uses a third party service provider, Microsoft Corporation ("Microsoft") for the hosting of the Platform Services through the Microsoft Azure service. Customer hereby agrees to the terms of the Microsoft Online Services Terms set forth at http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=31 which Microsoft may update periodically, the Microsoft Business and Services Agreement set forth in Exhibit B and the Microsoft Online Services Supplemental Terms and Conditions set forth in Exhibit C (collectively, the "Microsoft Service Terms"), and notwithstanding any contrary provision in this Agreement: (a) the provisions of such Microsoft Service Terms shall apply to any hosting of the Platform Services provided under this Agreement; and (b) in no event will HCIactive have any liability under this Agreement for such hosting in excess of the liability of Microsoft in the Microsoft Service Terms.

2.5.4 Supporting Services. HCIactive will provide the support services for the Platform Services in accordance with its standard support offerings for a particular Platform Service ordered under this Agreement as described in the applicable Order Form, provided that all fees due under this Agreement have been paid. The parties acknowledge and agree that HCIactive will have no obligation to provide support to Customer with respect to (a) use of the Platform Services other than according to the Platform Documentation or the terms of this Agreement; or (b) any combination of the Platform Services with hardware, software or technology not provided by HCIactive.

2.5.5 Authorized Users Access to Services. Customer may permit any Authorized Users to access and use the features and functions of the Platform Services as contemplated by this Agreement. Customer shall be liable for all violations of this Agreement by its Authorized Users. Customer shall register all Authorized Users with HCIactive who will provide Customer with login credentials for each Authorized User.

2.5.6 Provision of Support to Authorized Users. Other than as required from HCIactive under Section 2.5.4 (which shall include support requests from Customer's Help Desk personnel), Customer will provide all maintenance and technical support services as may be required by its Authorized Users, with respect to provision of access to, and use of, the Platform Services.

2.5.7 Customer Responsibility for Data and Security. Customer and its Authorized Users shall have access to the Customer Content and shall be responsible for all changes to and/or deletions of Customer Content and the security of all passwords and other access protocols required in order to access the Platform Services.

2.6 Use and Distribution

2.6.1 Removed, Not Applicable

2.6.2 HCIactive Trademarks. HCIactive grants to Customer a limited, non-transferable, non-exclusive right to use: (a) designated trademarks of HCIactive, as provided on an applicable Order Form and during its term, on marketing materials for the Platform Services upon HCI's prior written approval of such materials; and (b) the phrase "powered by HCIactive®" in an accurate and factual manner on websites or marketing materials relating to Services on its website or marketing materials without prior approval during the term of the applicable Order Form. Except for the foregoing limited license rights, HCIactive retains all right, title and interest in and to such trademark and phrase and all goodwill arising from such use shall inure to HCIactive.

2.6.3 Private Labeling. Customer may, during the term of the applicable Order Form and upon notice to HCIactive, label the Services under Customer's own trademarks (the "Private Label Trademarks") as provided and in accordance with the applicable Order Form. Customer may place the Private Label Trademarks on its website in a manner approved by HCIactive in writing. Notwithstanding the foregoing, Customer may not remove or alter any HCIactive trademarks or any other trademarks, proprietary or intellectual property markings or notices that are affixed to or contained in the Platform Services. Customer may not (a) place any markings or notices on the Platform Services indicating or suggesting that Customer is the copyright owner of any portion of the Platform Services; (b) use Private Label Trademarks that are substantially similar to or otherwise infringe upon any trademark of HCIactive or any third party; or (c) use Private Label Trademarks or other markings or notices in such a manner as to be likely to cause confusion or mistake as to the relationship between HCIactive and Customer. Customer represents and warrants to HCIactive that Customer owns or has a license

to use the Private Label Trademarks as provided in this Agreement.

2.6.4 Audit. Customer will maintain accurate records relating to users of the Services during the term of this Agreement and for at least two (2) years after the termination of this Agreement. HCIactive, or persons designated by HCIactive, will, at any time during the period when Customer is obligated to maintain such records during normal business hours and on reasonable prior notice, be entitled to audit such records to ascertain completeness and accuracy, in order to verify Customer's compliance with this Section 2.6.

3. Definitions

3.1 "Authorized User" will mean any individual who is an employee of Customer or such other entity or individual as may be authorized by an Order Form, or authorized, by virtue of such individual's relationship to, or permissions from, Customer, to access the Platform Services pursuant to Customer's rights under this Agreement.

3.2 "Confidential Information" shall mean all written or oral information, disclosed by either party to the other, related to the operations of either party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

3.3 "Customer Content" will mean the data, media and content provided by Customer to HCIactive, including any data, media or content input, made available or included in any communications sent through the Platform Services.

3.4 "Intellectual Property Rights" means any and all now known or hereafter existing (a) rights associated with works of authorship throughout the universe, including exclusive exploitation rights, copyrights, moral rights, and mask works; (b) trademark and trade name rights; (c) trade secret rights; (d) patents, designs, algorithms, and other industrial property rights; (e) other intellectual property and proprietary rights of every kind and nature throughout the universe, whether arising by operation of law, by contract or license, or otherwise; and (f) all registrations, applications, renewals, extensions, combinations, divisions, or reissues of the foregoing.

3.5 "Non-Identifiable Data" shall mean Protected Health Information that is not identifiable in accordance with the non-identification standards set forth in 42 CFR §3.212 and 45 C.F.R. §164.514.

3.1 "**Platform Documentation**" shall mean the documentation provided by HCIactive relating to the Platform Services.

3.2 "Platform Services" shall mean the services ordered by Customer through an Order Form and provided by HCIactive by means of access to certain content and use of the features and functionality of cloud-based platform services available and accessible within HCIactive's websites, solely to the extent set forth and further described in, and as limited by, the Order Form executed by the parties.

3.3 "Protected Health Information" shall have the meaning set forth in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-164) ("**HIPAA**").

3.4 "Work Product" means any and all technology, products, design and associated documents (including all printed and electronic documentation and notes) that are developed by HCIactive (or jointly by the parties) pursuant to, related to, or in connection with Professional Services provided under this Agreement.

Intending to be legally bound, the parties have had this Agreement executed by their duly authorized representatives.

HCIactive	**The City of Gulfport, MS**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT A

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (this "BAA") is entered into by and between Healthcare Interactive, Inc., with a principal location at 3060 Route 97, Suite 200, Glenwood, MD 21738 ("Business Associate"), and the entity ("Covered Entity") who entered into the attached Professional Services Agreement (the "Agreement") as Customer. This BAA is effective upon the Effective Date of the Agreement. The parties are entering into this BAA in order to comply with the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and their respective implementing regulations, including the Privacy Standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E (the "Privacy Rule"), the Security Standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C (the "Security Rule"), the Breach Notification Standards adopted by the U.S. Department of Health and Human Services, as they may be amended from time to time, at 45 C.F.R. part 164, subpart D (the "Breach Notification Rule"), as well as related state laws and/or regulations (collectively, the "HIPAA Rules"), and this BAA is hereby incorporated into the Agreement.

RECITALS

WHEREAS, Business Associate provides certain services to Covered Entity under the Agreement ("Services");

WHEREAS, in connection with these Services, Covered Entity may disclose to Business Associate certain Protected Health Information ("PHI") (as defined below) that is subject to protection under the HIPAA Rules;

WHEREAS, if Business Associate performs or assists in performing certain functions or activities for or on behalf of Covered Entity that involve the use or disclosure of PHI, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity; and

WHEREAS, the parties agree that the terms of this BAA will have no effect unless and until Business Associate performs or assists in performing certain functions or activities for or on behalf of Covered Entity that involve the use or disclosure of PHI.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Definitions.

1. Unless otherwise provided, all capitalized terms in the Agreement will have the same meaning as provided under the HIPAA Rules.

2. Protected Health Information or PHI: Protected Health Information or PHI, as defined by the Privacy Rule, for this BAA means PHI that is created, received, maintained, or transmitted on behalf of Covered Entity by Business Associate pursuant to the Agreement.

B. Purposes for which PHI May Be Disclosed to Business Associate.

In connection with the Services provided by Business Associate to or on behalf of Covered Entity, Covered Entity may disclose PHI to Business Associate during the performance of service and support activities in compliance with HIPAA.

C. Obligations of Business Associate.

1. Compliance with Laws. Business Associate agrees to comply with the provisions of the HIPAA Rules that are applicable to Business Associate.

2. Use and Disclosure of PHI. Business Associate may use or disclose PHI as Required by Law. Business Associate shall not use or further disclose PHI other than as permitted or required by this BAA or as Required by Law. Business Associate shall not use or disclose PHI in a manner that would violate the HIPAA Rules if used or disclosed by Covered Entity, provided, however, that Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, for the specific uses and disclosures set forth herein, and to carry out its legal responsibilities. Business Associate agrees, to the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, to comply with the requirements of Subpart E of 45 C.F.R. Part 164 that apply to Covered Entity in the performance of such obligation(s).

3. Safeguards. Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed in violation of this BAA or applicable law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity and shall comply, where applicable, with Subpart C of 45 C.F.R. Part 164 with respect to such electronic PHI to prevent use or disclosure of such electronic PHI other than as provided for by this BAA.

4. Disclosure to Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, to subcontractors, Business Associate shall, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate under this BAA with respect to such information. Business Associate shall ensure that any such agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Business Associate or Covered Entity.

5. Minimum Necessary. Business Associate agrees to make reasonable efforts to limit use and disclosure of PHI to the minimum necessary to accomplish the intended purposes, consistent with Business Associate's policies and procedures.

6. Individual Rights. Business Associate agrees as follows:

(a) Individual Right to Copy or Inspection. To the extent Business Associate or its subcontractors maintains PHI in a Designated Record Set, if an Individual makes a request for access directly to Business Associate, Business Associate will within fifteen (15) business days forward such request in writing to Covered Entity. Covered Entity will be responsible for making all determinations regarding the grant or denial of an Individual's request for PHI and Business Associate will make no such determinations. Except as Required by Law, only Covered Entity will release and be responsible for releasing PHI to an Individual pursuant to such a request.

(b) Amendment of an Individual's PHI or Record. To the extent Business Associate or its subcontractors maintains PHI in a Designated Record Set, if an Individual makes a request for an amendment of his or her PHI or record directly to Business Associate, Business Associate will within fifteen (15) business days forward such request in writing to Covered Entity, and Business Associate will incorporate any such amendment upon written request from Covered Entity. As between the parties, Covered Entity will be responsible for making all determinations regarding the grant or denial of an Individual's request for an amendment, and except as Required by Law Business Associate will not make or be responsible for making any such determinations.

(c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an Accounting of Disclosures of PHI in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for Accounting of Disclosures. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule). Such accounting is further limited to disclosures that were made in the three (3) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) to the extent that the purpose of such accounting is to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI through an Electronic Health Record, as the term is defined in section 13400 of HITECH, made to carry out Treatment, Payment and Health Care Operations as provided in 45 C.F.R. §164.506. Notwithstanding the above, any such accounting shall be provided only for as long as Business Associate maintains the PHI. If an Individual requests an Accounting of Disclosures directly from Business Associate, Business Associate will forward the request and its Disclosure record to Covered Entity within fifteen (15) business days of Business Associate's receipt of the Individual's request. As between the parties, Covered Entity will be responsible for preparing and delivering the Accounting to the Individual. Except as Required by Law, Business Associate will not provide or be responsible for providing an Accounting of its Disclosures directly to any Individual.

7. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received on behalf of, Covered Entity to the Secretary or his or her agents or authorized designees for the purpose of determining Covered Entity's compliance with the HIPAA Rules.

8. Withdrawal of Authorization. If the use or disclosure of PHI in this BAA is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has received notice from Covered Entity pursuant to Section E.1. herein of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the HIPAA Rules expressly applies.

9. Security Incident. Business Associate agrees to report to Covered Entity any Security Incident of which Business Associate becomes aware, provided that notice is hereby deemed given for Unsuccessful Security Incidents and no further notice of such Unsuccessful Security Incidents shall be given. "Unsuccessful Security Incidents" mean, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of PHI.

10. Use of Disclosure of PHI Not Provided for by this BAA. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this BAA of which Business Associate becomes aware.

11. Breaches of Unsecured PHI. Business Associate will report in writing to Covered Entity any Breach of Unsecured Protected Health Information, as required at 45 C.F.R. § 164.410 of which it becomes aware, within fifteen (15) business days of the date Business Associate learns of the incident giving rise to the Breach.

12. Certain Prohibited Uses. Subject to Section D.2, Business Associate agrees not to receive any remuneration for PHI other than such remuneration as Business Associate receives from Covered Entity in exchange for Business Associate's provision of the Services. Business Associate further agrees not to use any PHI for marketing or fundraising purposes in violation of the HIPAA Rules that are applicable to Business Associate.

D. Rights of Business Associate.

1. Management and Administration. Except as otherwise limited in this BAA, Business Associate may use and disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

2. Data Aggregation. Business Associate is permitted, for Data Aggregation purposes to the extent permitted under the HIPAA Rules, to use, disclose, and combine PHI created or received on behalf of Covered Entity by Business Associate pursuant to this BAA with Protected Health Information, as defined by 45 C.F.R. 160.103, received by Business Associate in its capacity as a business associate of other covered entities, to permit data analyses that relate to the Health Care Operations of the respective covered entities and/or Covered Entity, where "business associate" and "covered entities" have the meanings given to them in 45 C.F.R. 160.103.

3. De-identified Information. Business Associate may de-identify any and all PHI created or received by Business Associate under this BAA at any location and use all such de-identified data in accordance with the de-identification requirements of the HIPAA Rules.

4. Reporting Violations of Law. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 164.502(j)(1).

5. Limited Data Set. Business Associate may create a Limited Data Set and use such Limited Data Set pursuant to a Data Use Agreement that meets the requirements of the Privacy Rule.

E. Obligations of Covered Entity.

1. Changes in Authorization. Covered Entity shall inform Business Associate, in writing and in a timely manner, of any changes in, or withdrawal of, any authorization provided to Covered Entity by any Individual pursuant to 45 CFR § 164.508, to the extent that such changes or withdrawal may affect Business Associate's use or disclosure of PHI. In addition, Covered Entity shall notify Business Associate, in writing and in a timely manner, of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Covered Entity shall promptly notify Business Associate of any breach by Covered Entity of any obligation under the HIPAA Rules as such breach relates to PHI as defined herein. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity, and Business Associate is not required to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

2. Minimum Necessary. Covered Entity shall disclose to Business Associate only the "Minimum Necessary" amount of PHI for Business Associate to perform the Services and its rights and obligations under this BAA, and only in compliance with the HIPAA Rules.

F. Term and Termination.

1. Term. The term of this BAA shall be effective as of the date last executed below and shall continue until all PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or this BAA is terminated pursuant to this Article F. The parties may also terminate the BAA by providing thirty (30) days' prior written notice to the other party.

2. Termination for Breach. Either party may terminate this BAA upon written notice to the other party if the non-breaching party determines that the other party or its subcontractors has breached a material term of this BAA, provided that the non-breaching party will first provide the other party with written notice of the breach of this BAA and afford the other party the opportunity to cure the breach within forty-five (45) days of the date of such notice. If the other party or any of its subcontractors fails to timely cure the breach, the non-breaching party may terminate this BAA.

3. Effect of Termination. Upon termination of this BAA for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form and to retain no copies. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and the parties shall agree to extend the protections of this BAA to such PHI and Business Associate shall limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

G. Miscellaneous.

1. Survival. The respective rights and obligations of the parties under Article G. of this BAA shall survive the termination of this BAA.

2. Notices. Any notices pertaining to this BAA shall be given in writing and shall be deemed duly given when personally delivered to a party or a party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate party as follows:

If to Covered Entity:

To the address stated on the applicable Order Form
Attn: Chief Administrative ~~Financial~~ Officer
With a Carbon Copy to the Gulfport City Attorney at the same address

If to Business Associate:
Healthcare Interactive, Inc.
3060 Route 97, Suite 200
Glenwood, MD 21738
Attn: Chief Financial Officer

3. Amendments. This BAA may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the parties hereto. The parties, however, agree to amend this BAA from time to time as necessary, in order to allow the parties to comply with the requirements of the HIPAA Rules.

4. Choice of Law. This Agreement and the rights and the obligations of the parties hereunder shall be governed by and construed under the laws of the State of ~~New York~~Mississippi without regard to applicable conflict of laws principles. All disputes arising out of or relating to this BAA will be submitted to the exclusive jurisdiction of the state or federal courts of competent jurisdiction located in the State of ~~New York~~Mississippi, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue.

5. Assignment of Rights and Delegation of Duties. This BAA is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

6. Nature of Agreement. Nothing in this BAA shall be construed to create (a) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, (b) any fiduciary duty owed by one party to another party or any of its affiliates, or (c) a relationship of employer and employee between the parties.

7. No Waiver. Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this BAA may be waived by either party except by a writing signed by an authorized representative of the party making the waiver.

8. Severability. The provisions of this BAA shall be severable, and if any provision of this BAA shall be held or declared to be illegal, invalid or unenforceable, the remainder of this BAA shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

9. No Third Party Beneficiaries. Nothing in this BAA shall be considered or construed as conferring any right or benefit on a person not party to this BAA nor imposing any obligations on either party hereto to persons not a party to this BAA.

10. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this BAA are inserted for convenience only, do not constitute a part of this BAA and shall not affect in any way the meaning or interpretation of this BAA.

11. Entire Agreement. This BAA, together with all exhibits, riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both parties from time to time while this BAA is in effect, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, addendums, negotiations, commitments, and any other writing and communication by or between the parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this BAA and any provisions of any exhibits, riders, or amendments, the provisions of this BAA shall control.

12. Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules. The provisions of this BAA shall prevail over the provisions of any other prior agreement that exists between the parties that may conflict with, or appear inconsistent with, any provision of this BAA or the HIPAA Rules, unless otherwise explicitly set forth in such agreement.

By:_____ By:_____

Name: _____ Name:_____

Title: _____ Title:_____

Date:_____ Date:_____

13. Regulatory References. A citation in this BAA to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

Intending to be legally bound, the parties have had this Agreement executed by their duly authorized representatives.

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 03/06/2018

Subject: Resolution - to award bid and approve contract for the City of Gulfport Trenchless Pipe Inspection, Cleaning & Repair Unit Price Project and to authorize the Mayor to execute and deliver any and all documents to effectuate this award, including but not limited to, a contract in connection with same, and for related purposes

Recommendation:

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AWARD BID AND APPROVE CONTRACT FOR THE CITY OF GULFPORT TRENCHLESS PIPE INSPECTION, CLEANING & REPAIR UNIT PRICE PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE AND DELIVER ANY AND ALL DOCUMENTS TO EFFECTUATE THIS AWARD, INCLUDING BUT NOT LIMITED TO, A CONTRACT IN CONNECTION WITH SAME, AND FOR RELATED PURPOSES

WHEREAS, the Governing Authorities of the City of Gulfport previously authorized the solicitation of bids to award a unit price contract for trenchless pipe inspection, cleaning and repair in the City, which contract will provide the Departments of Public Works and Engineering with another option for completing needed drainage and sewer repairs in a timely and convenient manner; and

WHEREAS, three (3) bids were submitted in response to the City's public notices in connection with the above reference project, identified in the bid documents as "Trenchless Pipe Inspection, Cleaning & Repair Unit Price Project," and such bid totals are set forth in the Bid Tabulation Sheet, which, along with a March 1, 2018, Letter from Kevin Mullen, PE, of Brown, Mitchell & Alexander, Inc., Consulting Engineers, a March 6, 2018, Memorandum from City Engineer Kris Riemann, and a March 7, 2018, Memorandum from Purchasing Manager Connie Debenport are incorporated herein and collectively attached hereto as Exhibit "A"; and

WHEREAS, Brown, Mitchell, & Alexander, Inc., Consulting Engineers, inspected and reviewed the bids received and determined that the lowest monetary bid was submitted by Gulf Coast Underground, LLC, of Mobile, Alabama; and

WHEREAS, as set forth in Exhibit "A", City Engineer, Kris Riemann, recommends that this contract be awarded to Gulf Coast Underground, LLC, to be used on an as needed basis based on available funding; and

WHEREAS, it is in the best interest of the City of Gulfport that the contract for the "Trenchless Pipe Inspection, Cleaning & Repair Unit Price Project" be awarded to Gulf Coast Underground, LLC, and that the City and Gulf Coast Underground, LLC, should enter into a contract relative to this project; and

WHEREAS, a proposed Agreement between the City and Gulf Coast Underground, LLC, is attached hereto as Exhibit "B" for review, consideration and approval.

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 contract for the "Trenchless Pipe Inspection, Cleaning & Repair Unit Price Project", be and it is hereby awarded to Gulf Coast Underground, LLC, whose bid was responsive and which is the "lowest and best" bidder.

Section 3. That the proposed Agreement between the City and Gulf Coast Underground, LLC, as found in Exhibit "B" hereto, be and the same is hereby approved in substantially the same or similar form as found in Exhibit "B" and that the Mayor be and he is hereby authorized, on behalf of the City of Gulfport, to enter into, sign, execute, and deliver any and all documents needed to effectuate the awarding of the bid and contract to Gulf Coast Underground, LLC, for the "Trenchless Pipe Inspection, Cleaning & Repair Unit Price Project", including but not limited to the Agreement found in Exhibit "B" hereto.

Section 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES	**NAYS**	**ABSENT**

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

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

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

APPROVED:

_____

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, Purchasing Manager

Date: March 7, 2018

Re: **Contract Award Recommendation**
Trenchless Pipe Inspection, Cleaning & Repair Unit Price Project
Bids Received 02-28-2018

Please see attached letter of recommendation from Kevin Mullen, P.E. with BMA and Kris Riemann, Director of Engineering, requesting your approval to award the Trenchless Pipe Inspection, Cleaning & Repair Unit Price Project as submitted by Gulf Cost Underground, LLC (GCU) out of Mobile, AL.

This contract is utilized on an as-needed basis for pipe repairs of sewer and storm drainage systems without open excavation. The tabulation sheet and contract is attached for your review and approval.

It is my recommendation to approve the award and I thank you for your consideration.

Memorandum – City of Gulfport

To: Connie Debenport

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Wayne Miller, P.E., Public Works

From: Kris Riemann, P.E.

Date: 3/6/18

Re: **Recommendation to Award Contract**

-Trenchless Pipe Inspection, Cleaning, & Repair Unit Price Project

---

On February 28, 2018, bids were received for the above referenced project. Three (3) bids were received. Attached is a copy of the bid tabulation. The lowest bid received was from Gulf Coast Underground, LLC. (GCU) of Mobile, MS in the amount of $1,177,220.00.

We have used this type of unit price project successfully in the past. This contracting arrangement allows the City a method to perform pipe repairs of sewer and storm drainage systems without open excavation. This process will line existing pipes and create a new pipe inside of the old pipe.

No funding is required at this time. This project will be used on an as-needed basis to assist the Department of Public Works with repairs to the drainage and sewer systems. For each project, a scope of work will be determined, funding will be established, and a work authorization will be issued based on the unit prices. It will provide the Departments of Public Works and Engineering with another option for completing needed repairs in a timely and convenient manner.

Therefore, I recommend approval of the contract to Gulf Coast Underground, LLC. Please place this item on the March 20, 2018 Council Agenda.

Attachments:
1. Kevin Mullen, P.E. Letter dated 3/1/2018
2. Bid Tabulation
3. Contract

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

796 Vieux Marche, 2nd Floor
Biloxi, MS 39530
228-436-7612

3103 Pascagoula Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

March 1, 2018

Mr. Kris Riemann, P.E., Director
Gulfport Engineering Department
4050 Hewes Avenue
Gulfport, MS 39507

RE: Trenchless Pipe Inspection, Cleaning & Repair
Unit Price Contract 2018

Dear Mr. Riemann:

As you know, bids were received on February 28, 2018 for the above referenced project. A total of 3 bids were received. We have prepared and enclosed a bid tabulation for your review.

Gulf Coast Underground, LLC (GCU) of Mobile, AL submitted the lowest bid of $1,177,220.00. Therefore, subject to your attorney's review and the submission of the proper bonds and insurance by the Contractor, we are hereby recommending award of the contract to Gulf Coast Underground, LLC.

If you should have any questions or comments relative to this matter, please do not hesitate to contact us at (228) 864-7612.

Sincerely,

Kevin Mullen, P.E.
Project Engineer

Enclosure

Cc: Ms. Connie Debenport – Gulfport Procurement Department w/enclosure

CELEBRATING 50 YEARS

P:\3383-18 (CIPP)\2017\W-Bidding\Recommendation Letter (Trenchless Pipe Unit Price Contract).docx

BMA PROJECT #13-3383A-18
OWNER: CITY OF GULFPORT
ENGINEER: BROWN, MITCHELL & ALEXANDER, INC.

CITY OF GULFPORT
TRENCHLESS PIPE INSPECTION, CLEANING & REPAIR
UNIT PRICE CONTRACT 2018

CONTRACTOR'S BID TABULATION
BIDS RECEIVED ON FEBRUARY 28, 2018 UNTIL 10:00 A.M., LOCAL TIME
AT CITY OF GULFPORT PROCUREMENT DEPARTMENT, 1410 24TH AVENUE,
GULFPORT, MS 39501

	GULF COAST UNDERGROUND, LLC 3158 OLD SHELL ROAD MOBILE, AL 36607	SUNCOAST INFRASTRUCTURE, INC. P.O. BOX 397 FLORENCE, MS 39073	INSITUFORM TECHNOLOGIES, LLC 17988 EDISON AVENUE CHESTERFIELD, MO 63005
CERTIFICATE OF RESPONSIBILITY	14487-MC	12019-MC	19449-MC
ADDENDA RECEIVED AND ACKNOWLEDGED	YES	YES	YES

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
BASE BID:									
01505-A	MOBILIZATION / DEMOBILIZATION (CLEANING & INSPECTION OF GRAVITY SANITARY SEWER)	5	EA	$1,000.00	$5,000.00	$3,250.00	$16,250.00	$5,250.00	$26,250.00
01505-B	MOBILIZATION / DEMOBILIZATION (CIPP INSERTION)	5	EA	$6,000.00	$30,000.00	$5,520.00	$27,600.00	$7,300.00	$36,500.00
01505-C	MOBILIZATION / DEMOBILIZATION (MANHOLE REHABILITATION)	2	EA	$500.00	$1,000.00	$6,500.00	$13,000.00	$2,600.00	$5,200.00
01505-D	MOBILIZATION / DEMOBILIZATION (SMOKE TESTING)	1	EA	$500.00	$500.00	$500.00	$500.00	$2,600.00	$2,600.00
01505-E	MOBILIZATION / DEMOBILIZATION (CIPP SHORT LINER)	5	EA	$500.00	$2,500.00	$3,500.00	$17,500.00	$3,500.00	$17,500.00
01505-F	MOBILIZATION / DEMOBILIZATION (CLEANING & INSPECTION OF STORM SEWER PIPE)	5	EA	$1,000.00	$5,000.00	$3,250.00	$16,250.00	$2,600.00	$13,000.00
01510-A	PERFORMANCE & PAYMENT BONDS	1	LS	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00
01570-A	TRAFFIC CONTROL – BARREL	1	EA/DAY	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
01570-B	TRAFFIC CONTROL – TYPE III BARRICADE	1	EA/DAY	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00
01570-C	TRAFFIC CONTROL SIGNS	1	EA/DAY	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
01570-D	MAINTENANCE OF TRAFFIC (FLAGGER)	1	MAN/DAY	$125.00	$125.00	$125.00	$125.00	$125.00	$125.00
01570-E	TRAFFIC CONTROL – ARROW BOARD	1	EA/DAY	$250.00	$250.00	$250.00	$250.00	$325.00	$325.00
02729-A	LIGHT CLEAN 15" & 18" STORM SEWER	100	LF	$6.00	$600.00	$4.00	$400.00	$2.60	$260.00
02729-B	MEDIUM CLEAN 15" & 18" STORM SEWER	100	LF	$8.00	$800.00	$5.00	$500.00	$3.20	$320.00
02729-C	HEAVY CLEAN 15" & 18" STORM SEWER	100	LF	$10.00	$1,000.00	$6.00	$600.00	$5.30	$530.00
02729-D	LIGHT CLEAN 21" & 24" STORM SEWER	100	LF	$8.00	$800.00	$6.00	$600.00	$3.00	$300.00
02729-E	MEDIUM CLEAN 21" & 24" STORM SEWER	100	LF	$10.00	$1,000.00	$8.00	$800.00	$3.70	$370.00
02729-F	HEAVY CLEAN 21" & 24" STORM SEWER	100	LF	$12.00	$1,200.00	$10.00	$1,000.00	$8.00	$800.00
02729-G	LIGHT CLEAN 27" & 30" STORM SEWER	100	LF	$9.00	$900.00	$7.00	$700.00	$3.20	$320.00
02729-H	MEDIUM CLEAN 27" & 30" STORM SEWER	100	LF	$12.00	$1,200.00	$9.00	$900.00	$4.20	$420.00

CITY OF GULFPORT
TRENCHLESS PIPE INSPECTION, CLEANING & REPAIR
UNIT PRICE CONTRACT 2018

CONTRACTOR'S BID TABULATION
BIDS RECEIVED ON FEBRUARY 28, 2018 UNTIL 10:00 A.M., LOCAL TIME
AT CITY OF GULFPORT PROCUREMENT DEPARTMENT, 1410 24TH AVENUE,
GULFPORT, MS 39501

				GULF COAST UNDERGROUND, LLC 3158 OLD SHELL ROAD MOBILE, AL 36607 14487-MC YES		SUNCOAST INFRASTRUCTURE, INC. P.O. BOX 397 FLORENCE, MS 39073 12019-MC YES		INSITUFORM TECHNOLOGIES, LLC 17988 EDISON AVENUE CHESTERFIELD, MO 63005 19449-MC YES	
CERTIFICATE OF RESPONSIBILITY ADDENDA RECEIVED AND ACKNOWLEDGED									
ITEM NO.	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**
BASE BID:									
02729-I	HEAVY CLEAN 27" & 30" STORM SEWER	100	LF	$16.00	$1,600.00	$12.00	$1,200.00	$10.50	$1,050.00
02729-J	LIGHT CLEAN 36" STORM SEWER	100	LF	$11.00	$1,100.00	$15.00	$1,500.00	$3.70	$370.00
02729-K	MEDIUM CLEAN 36" STORM SEWER	100	LF	$15.00	$1,500.00	$20.00	$2,000.00	$5.30	$530.00
02729-L	HEAVY CLEAN 36" STORM SEWER	100	LF	$20.00	$2,000.00	$30.00	$3,000.00	$15.50	$1,550.00
02735-A	CLEAN & CCTV INSPECT 6" SANITARY SEWER PIPE	100	LF	$2.50	$250.00	$3.00	$300.00	$2.60	$260.00
02735-B	LIGHT CLEAN & CCTV INSPECT 8"-10" SANITARY SEWER MAIN	6,000	LF	$1.80	$10,800.00	$5.00	$30,000.00	$2.40	$14,400.00
02735-C	HEAVY CLEAN & CCTV INSPECT 8"-10" SANITARY SEWER MAIN	1,000	LF	$2.25	$2,250.00	$6.00	$6,000.00	$3.70	$3,700.00
02735-D	LIGHT CLEAN & CCTV INSPECT 12"-15" SANITARY SEWER MAIN	1,000	LF	$3.00	$3,000.00	$5.00	$5,000.00	$2.60	$2,600.00
02735-E	HEAVY CLEAN & CCTV INSPECT 12"-15" SANITARY SEWER MAIN	500	LF	$4.50	$2,250.00	$6.00	$3,000.00	$4.20	$2,100.00
02735-F	LIGHT CLEAN & CCTV INSPECT 18"-21" SANITARY SEWER MAIN	1,000	LF	$3.50	$3,500.00	$5.00	$5,000.00	$2.90	$2,900.00
02735-G	HEAVY CLEAN & CCTV INSPECT 18"-21" SANITARY SEWER MAIN	350	LF	$6.00	$2,100.00	$8.00	$2,800.00	$5.30	$1,855.00
02735-H	LIGHT CLEAN & CCTV INSPECT 24"-27" SANITARY SEWER MAIN	500	LF	$6.50	$3,250.00	$6.00	$3,000.00	$3.20	$1,600.00
02735-I	HEAVY CLEAN & CCTV INSPECT 24"-27" SANITARY SEWER MAIN	250	LF	$12.00	$3,000.00	$9.00	$2,250.00	$8.00	$2,000.00
02735-J	LIGHT CLEAN & CCTV INSPECT 30" SANITARY SEWER MAIN	500	LF	$10.00	$5,000.00	$7.00	$3,500.00	$3.70	$1,850.00
02735-K	HEAVY CLEAN & CCTV INSPECT 30" SANITARY SEWER MAIN	250	LF	$15.00	$3,750.00	$9.00	$2,250.00	$10.50	$2,625.00
02735-L	INTERNALLY TRIM PROTRUDING SERVICE CONNECTIONS	25	EA	$150.00	$3,750.00	$120.00	$3,000.00	$250.00	$6,250.00
02735-M	CCTV INSPECTION WITH DYE-WATER FLOODING OR EXFILTRATION TESTING (6"-12" PIPE)	1,000	LF	$4.00	$4,000.00	$1.00	$1,000.00	$2.10	$2,100.00
02735-N	CCTV INSPECTION WITH DYE-WATER FLOODING OR EXFILTRATION TESTING (15"-21" PIPE)	500	LF	$5.00	$2,500.00	$2.00	$1,000.00	$2.60	$1,300.00

BMA PROJECT #13-3383A-18
OWNER: CITY OF GULFPORT
ENGINEER: BROWN, MITCHELL & ALEXANDER, INC.

CITY OF GULFPORT
TRENCHLESS PIPE INSPECTION, CLEANING & REPAIR
UNIT PRICE CONTRACT 2018

CONTRACTOR'S BID TABULATION
BIDS RECEIVED ON FEBRUARY 28, 2018 UNTIL 10:00 A.M., LOCAL TIME
AT CITY OF GULFPORT PROCUREMENT DEPARTMENT, 1410 24TH AVENUE,
GULFPORT, MS 39501

				GULF COAST UNDERGROUND, LLC 3158 OLD SHELL ROAD MOBILE, AL 36607 14487-MC YES		SUNCOAST INFRASTRUCTURE, INC. P.O. BOX 397 FLORENCE, MS 39073 12019-MC YES		INSITUFORM TECHNOLOGIES, LLC 17988 EDISON AVENUE CHESTERFIELD, MO 63005 19449-MC YES	
CERTIFICATE OF RESPONSIBILITY									
ADDENDA RECEIVED AND ACKNOWLEDGED									
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
BASE BID:									
02735-O	CCTV INSPECTION WITH DYE-WATER FLOODING OR EXFILTRATION TESTING (24"-30" PIPE)	500	LF	$6.00	$3,000.00	$4.00	$2,000.00	$3.20	$1,600.00
02735-P	VACUUM TRUCK	40	HOUR	$200.00	$8,000.00	$395.00	$15,800.00	$300.00	$12,000.00
02735-Q	CCTV SERVICE LATERAL	25	EA	$200.00	$5,000.00	$200.00	$5,000.00	$210.00	$5,250.00
02735-R	INSTALLATION OF CLEANOUT	25	EA	$500.00	$12,500.00	$150.00	$3,750.00	$1,000.00	$25,000.00
02736-A	INSERTION OF 4.5 mm CIPP IN 6" MAIN	250	LF	$29.00	$7,250.00	$32.00	$8,000.00	$30.00	$7,500.00
02736-B	INSERTION OF 6.0 mm CIPP IN 8" MAIN	5,000	LF	$28.00	$140,000.00	$30.00	$150,000.00	$30.00	$150,000.00
02736-C	INSERTION OF 6.0 mm CIPP IN 10" MAIN	1,000	LF	$33.00	$33,000.00	$33.00	$33,000.00	$35.00	$35,000.00
02736-D	INSERTION OF 6.0 mm CIPP IN 12" MAIN	500	LF	$37.00	$18,500.00	$35.00	$17,500.00	$39.00	$19,500.00
02736-E	INSERTION OF 9.0 mm CIPP IN 15" MAIN	500	LF	$50.00	$25,000.00	$43.00	$21,500.00	$69.00	$34,500.00
02736-F	INSERTION OF 9.0 mm CIPP IN 18" MAIN	300	LF	$57.00	$17,100.00	$50.00	$15,000.00	$78.00	$23,400.00
02736-G	INSERTION OF 12.0 mm CIPP IN 21" MAIN	300	LF	$78.00	$23,400.00	$73.00	$21,900.00	$100.00	$30,000.00
02736-H	INSERTION OF 12.0 mm CIPP IN 24" MAIN	300	LF	$90.00	$27,000.00	$81.00	$24,300.00	$115.00	$34,500.00
02736-I	INSERTION OF 12.0 mm CIPP IN 27" MAIN	300	LF	$95.00	$28,500.00	$83.00	$24,900.00	$125.00	$37,500.00
02736-J	INSERTION OF 12.0 mm CIPP IN 30" MAIN	300	LF	$120.00	$36,000.00	$88.00	$26,400.00	$145.00	$43,500.00
02736-K	INSERTION OF 12.0 mm CIPP IN 36" MAIN	50	LF	$150.00	$7,500.00	$150.00	$7,500.00	$485.00	$24,250.00
02736-L	ADDITIONAL 1.5 mm in 8" Main over 10 ft. Deep	100	LF	$5.00	$500.00	$0.01	$1.00	$1.00	$100.00
02736-M	ADDITIONAL 1.5 mm in 10" Main over 10 ft. Deep	100	LF	$5.00	$500.00	$0.01	$1.00	$1.00	$100.00
02736-N	ADDITIONAL 1.5 mm in 12" Main over 10 ft. Deep	100	LF	$5.00	$500.00	$0.01	$1.00	$1.00	$100.00
02736-O	BRUSH AND CUT SERVICE	130	EA	$136.00	$17,680.00	$1.00	$130.00	$100.00	$13,000.00
02736-P	SETUP TO CIPP SERVICE LATERAL	25	EA	$2,750.00	$68,750.00	$3,500.00	$87,500.00	$3,650.00	$91,250.00

BMA PROJECT #13-3383A-18
OWNER: CITY OF GULFPORT
ENGINEER: BROWN, MITCHELL & ALEXANDER, INC.

CITY OF GULFPORT
TRENCHLESS PIPE INSPECTION, CLEANING & REPAIR
UNIT PRICE CONTRACT 2018

CONTRACTOR'S BID TABULATION
BIDS RECEIVED ON FEBRUARY 28, 2018 UNTIL 10:00 A.M., LOCAL TIME
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GULFPORT, MS 39501

	GULF COAST UNDERGROUND, LLC 3158 OLD SHELL ROAD MOBILE, AL 36607 14487-MC YES		SUNCOAST INFRASTRUCTURE, INC. P.O. BOX 397 FLORENCE, MS 39073 12019-MC YES		INSITUFORM TECHNOLOGIES, LLC 17988 EDISON AVENUE CHESTERFIELD, MO 63005 19449-MC YES	
CERTIFICATE OF RESPONSIBILITY ADDENDA RECEIVED AND ACKNOWLEDGED						

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
BASE BID:									
02736-Q	CIPP SERVICE LATERAL FROM MAIN TO PROPERTY LINE	800	LF	$15.00	$12,000.00	$12.50	$10,000.00	$155.00	$124,000.00
02738-A	STRUCTURAL MANHOLE REHABILITATION (CEMENTITIOUS)	250	VF	$155.00	$38,750.00	$135.00	$33,750.00	$195.00	$48,750.00
02738-B	STRUCTURAL MANHOLE REHABILITATION (CONDITION C, 300 MILS 100% SOLID EPOXY)	250	VF	$225.00	$56,250.00	$155.00	$38,750.00	$300.00	$75,000.00
02738-C	STRUCTURAL MANHOLE REHABILITATION (CONDITION C, 350 MILS 100% SOLID EPOXY)	250	VF	$230.00	$57,500.00	$175.00	$43,750.00	$310.00	$77,500.00
02738-D	NON-STRUCTURAL MANHOLE REHABILITATION (CONDITION A, 150 MILS 100% SOLID EPOXY)	250	VF	$210.00	$52,500.00	$195.00	$48,750.00	$225.00	$56,250.00
02738-E	NON-STRUCTURAL MANHOLE REHABILITATION (CONDITION A, 200 MILS 100% SOLID EPOXY)	250	VF	$220.00	$55,000.00	$225.00	$56,250.00	$235.00	$58,750.00
02738-F	NON-STRUCTURAL MANHOLE REHABILITATION (CONDITION B, 175 MILS 100% SOLID EPOXY)	250	VF	$210.00	$52,500.00	$245.00	$61,250.00	$230.00	$57,500.00
02738-G	NON-STRUCTURAL MANHOLE REHABILITATION (CONDITION B, 250 MILS 100% SOLID EPOXY)	250	VF	$220.00	$55,000.00	$285.00	$71,250.00	$245.00	$61,250.00
02738-H	REHABILITATE MANHOLE BENCH / TROUGH	20	EA	$105.00	$2,100.00	$150.00	$3,000.00	$1,250.00	$25,000.00
02738-I	REPAIR MANHOLE / LINER CONNECTION	10	EA	$45.00	$450.00	$150.00	$1,500.00	$470.00	$4,700.00
02739-A	STRUCTURAL MANHOLE REHABILITATION (POLYUREA LINING)	250	VF	$200.00	$50,000.00	$200.00	$50,000.00	$230.00	$57,500.00
02740-A	SMOKE TESTING	3,000	LF	$0.50	$1,500.00	$0.60	$1,800.00	$0.65	$1,950.00
02741-A	DYE-WATER FLOODING & EXFILTRATION TESTING	24	HR	$250.00	$6,000.00	$125.00	$3,000.00	$260.00	$6,240.00
02742-A	6" CIPP SHORT LINER	100	LF	$175.00	$17,500.00	$200.00	$20,000.00	$365.00	$36,500.00
02742-B	8" CIPP SHORT LINER	100	LF	$175.00	$17,500.00	$250.00	$25,000.00	$420.00	$42,000.00
02742-C	10" CIPP SHORT LINER	100	LF	$300.00	$30,000.00	$275.00	$27,500.00	$470.00	$47,000.00
02742-D	12" CIPP SHORT LINER	100	LF	$300.00	$30,000.00	$300.00	$30,000.00	$525.00	$52,500.00
02743-A	SETUP 2" BYPASS PUMP	20	EA	$233.00	$4,660.00	$20.00	$400.00	$1.00	$20.00
02743-B	SETUP 3" BYPASS PUMP	20	EA	$292.00	$5,840.00	$30.00	$600.00	$1.00	$20.00

BMA PROJECT #13-3383A-18
OWNER: CITY OF GULFPORT
ENGINEER: BROWN, MITCHELL & ALEXANDER, INC.

CITY OF GULFPORT
TRENCHLESS PIPE INSPECTION, CLEANING & REPAIR
UNIT PRICE CONTRACT 2018

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GULFPORT, MS 39501

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CERTIFICATE OF RESPONSIBILITY ADDENDA RECEIVED AND ACKNOWLEDGED									
ITEM NO.	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**
BASE BID:									
02743-C	SETUP 4" BYPASS PUMP	20	EA	$350.00	$7,000.00	$75.00	$1,500.00	$50.00	$1,000.00
02743-D	SETUP 6" BYPASS PUMP	10	EA	$500.00	$5,000.00	$750.00	$7,500.00	$790.00	$7,900.00
02743-E	SETUP 8" BYPASS PUMP	2	EA	$1,000.00	$2,000.00	$1,250.00	$2,500.00	$800.00	$1,600.00
02743-F	OPERATION OF 2" BYPASS PUMP	100	HR	$20.00	$2,000.00	$2.00	$200.00	$1.00	$100.00
02743-G	OPERATION OF 3" BYPASS PUMP	100	HR	$20.00	$2,000.00	$3.00	$300.00	$1.00	$100.00
02743-H	OPERATION OF 4" BYPASS PUMP	75	HR	$45.00	$3,375.00	$15.00	$1,125.00	$25.00	$1,875.00
02743-I	OPERATION OF 6" BYPASS PUMP	50	HR	$125.00	$6,250.00	$125.00	$6,250.00	$155.00	$7,750.00
02743-J	OPERATION OF 8" BYPASS PUMP	20	HR	$215.00	$4,300.00	$215.00	$4,300.00	$265.00	$5,300.00
02743-K	EXTENSION OF 4" BYPASS DISCHARGE FORCE MAIN PIPING	300	LF	$2.50	$750.00	$2.00	$600.00	$15.00	$4,500.00
02743-L	EXTENSION OF 6" BYPASS DISCHARGE FORCE MAIN PIPING	100	LF	$10.00	$1,000.00	$8.00	$800.00	$17.00	$1,700.00
02743-M	EXTENSION OF 8" BYPASS DISCHARGE FORCE MAIN PIPING	100	LF	$13.00	$1,300.00	$12.00	$1,200.00	$18.00	$1,800.00
02761-A	PHYSICAL INSPECTION OF SANITARY & STORMWATER STRUCTURES	50	EA	$50.00	$2,500.00	$50.00	$2,500.00	$80.00	$4,000.00
	TOTAL BASE BID				**$1,177,220.00**		**$1,199,823.00**		**$1,619,505.00**

KEVIN MULLEN, P.E., PROJECT ENGINEER

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2018, by and between **CITY OF GULFPORT** (hereinafter called OWNER) and **GULF COAST UNDERGROUND, LLC** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

TRENCHLESS PIPE INSPECTION, CLEANING & REPAIR
UNIT PRICE CONTRACT - 2018

CONTRACTOR understands that after award of the unit price contract, the City will issue site specific work orders to complete different types of projects. Each work order will contain an estimate of quantities and the items necessary to complete the work, along with an estimate of the days required to complete the project. Individual work orders will not exceed $250,000. The City is not guaranteeing any amount of work, and the work at the end of one year may be significantly more or less than the total bid submitted. After the first year of operation under this Contract, the Contract can be renewed for a second year, provided both parties are in agreement.

Article 2. ENGINEER.

The Project has been designed by:

BROWN, MITCHELL & ALEXANDER, INC.
401 Cowan Road, Suite A
Gulfport, Mississippi 39507

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER through the bidding and contract award in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

After the award of the Contract, the Engineer shall be the professional who prepared plans and specifications for the particular Work Order(s), or in the absence of another

design professional, the City Engineer of Gulfport, who shall act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

3.1. Bidder must agree to commence work on each project under this unit price contract within a maximum time period of seven (7) calendar days. Failure to initiate work within seven (7) calendar days for each individual project will be justification by the OWNER for termination of the Agreement.

3.2. After issuance of the work order authorizing work under this Contract, OWNER and CONTRACTOR will agree upon a schedule of an estimated date of completion of the work. CONTRACTOR's failure to prosecute the work when good working conditions exist will also constitute justification for termination of the Contract.

3.3. This Contract will be effective for Three Hundred Sixty-Five (365) calendar days and up to two (2) optional periods of Three Hundred Sixty-Five (365) calendar days after the Contract Time commences.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents the total amount authorized by the addition of the unit prices for the work authorizations in accordance with CONTRACTOR's Bid Proposal dated February 28, 2018.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the ____ day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

5.1.1.1. Projects with a Contract total amount of less than $250,000 and no subcontractor:

5.1.1.1.1. Ninety percent (90%) of Work completed (with the balance being retainage).

5.1.1.1.2. Ninety percent (90%) (with the balance being retainage) of material and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions).

5.1.1.2. On projects in which the total Contract Price is Two Hundred Fifty Thousand Dollars ($250,000.00) or greater or on any Contract with a subcontractor, regardless of amount; five percent (5%) shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the engineer's opinion, fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. After fifty percent (50%) completion, projects of this magnitude shall have a two and one-half percent (2.5%) retainage provided that the project is on schedule and satisfactory in the engineer's opinion.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to ninety-seven and one-half percent (97.5%) of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest from the due date until paid at the rate of one percent (1%) per month until fully paid.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents, including the "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determinations set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1. This Agreement (pages 1 to 8, inclusive).

8.2. Exhibits to this Agreement (pages 0 to 0, inclusive).

8.3. Performance, Payment, and other Bonds consisting of six (6) pages.

8.4. Notice to Proceed.

8.5. General Conditions (pages 1 to 62, inclusive).

8.6. Supplementary Conditions (pages 1 to 15, inclusive).

8.7 Specifications bearing the title:

TRENCHLESS PIPE INSPECTION, CLEANING & REPAIR
UNIT PRICE CONTRACT

and consisting of 14 divisions, as listed in table of contents thereof.

8.8. ~~Drawings consisting of a cover sheet and sheets numbered __ through __, inclusive, with each sheet bearing the following general title~~:

8.9. Addenda numbers 1 to 1, inclusive.

8.10. CONTRACTOR's Bid Proposal (pages 1 to 7, inclusive) marked Exhibit "A".

8.11. Documentation submitted by CONTRACTOR prior to Notice of Award (pages 0 to 0, inclusive).

8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5. *Contractor's Certifications.* CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.5:

9.5.1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

9.5.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;

9.5.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

9.5.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.6. OTHER PROVISIONS.

None.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2018, (which is the effective Date of the Agreement).

OWNER:
City of Gulfport

By: _____

_____

[CORPORATE SEAL]

Attest_____

Address for giving notices:
P.O. Box 1780
Gulfport, MS 39502

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

CONTRACTOR:
Gulf Coast Underground, LLC

By: _____

_____

[CORPORATE SEAL]

Attest_____

Address for giving notices:
3158 Old Shell Road
Mobile, AL 36607

Certificate of Responsibility
No. 14487-MC

Agent for service of process:

_____

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
Engineering

Date: 08/29/2018

Subject: Resolution -approving award to SCI, Inc., for the Brickyard Bayou Drainage Improvements Project - Phase 2C, approving Contract between the City of Gulfport and SCI, Inc., and authorizing the Mayor to execute the same.

Recommendation:

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AWARD TO SCI, INC., FOR THE BRICKYARD BAYOU DRAINAGE IMPROVEMENTS PROJECT – PHASE 2C, TO APPROVE CONTRACT BETWEEN THE CITY OF GULFPORT AND SCI, INC., TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the city desires to undertake a project improve drainage along Brickyard Bayou, and the Brickyard Bayou Drainage Improvements Project – Phase 2C by clearing and snagging a portion of the bayou west of Highway 49 to 30th Avenue, creating a limestone maintenance road for future upkeep, and installing various sizes of pipe; and

WHEREAS, pursuant to authority of this City Council, the City solicited bids for the construction of the Brickyard Bayou Drainage Improvements Project – Phase 2C and received bids from four (4) contractors; and

WHEREAS, the lowest and best bid (which also met the Section 3 requirements) of the four (4) bids received was from SCI, Inc., of Gulfport, Mississippi, in the amount of $2,083,086.000 for the base Bid less Deductive A, as set forth in the supporting documentation (see Exhibit "A" attached hereto); and

WHEREAS, the Council finds it is in the best interest of the City to award the contract for the Brickyard Bayou Drainage Improvements Project – Phase 2C to SCI, Inc., and to approve a contract with SCI, Inc., concerning the same (see Exhibit "A" attached hereto).

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

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

SECTION 3. That the award of the contract for construction services to SCI, Inc., be and the same is hereby approved; and the proposed Contract between SCI, Inc., and the City of Gulfport be and it is hereby approved, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES **NAYS** **ABSENT**

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

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Ordinance was submitted to and approved by the Mayor, this

the _____ day of _____, 2018.

APPROVED:

_____
MAYOR

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Wayne Miller, P.E., Public Works

Linda Elias, Finance

Karen McCarty, Grants Management

From: Kris Riemann, P.E. RKR

Date: 8/17/18

Re: **Recommendation to Award Contract**

- Brickyard Bayou Phase 2-C Drainage Improvements Project

On June 19, 2018, bids were received for the above referenced project. Four (4) bids were received. Attached is a copy of the bid tabulation. The bids were sent to MDA for their review of the Section 3 documentation. The lowest bid received which met the Section 3 documentation was from SCI, Inc. of D'Iberville, MS, in the amount of $2,083,086.50 for the Base Bid plus Deductive Alternate – Bid A. This bid is within the budget that the City of Gulfport has for the project. The contract time is 240 calendar days.

The project includes clearing and snagging of a portion of the bayou west of 25th Avenue to 30th Avenue, creating a limestone maintenance road for future upkeep, and installing various sizes of pipe.

The project construction is funded 100% by the Community Development Block Grant Funding. I recommend award of the contract to SCI, Inc. in the amount of $2,083,086.50 contingent on the approval of Mississippi Development Authority. Brown, Mitchell, and Alexander, Inc. has completed the Engineering design and the City of Gulfport staff will oversee the inspection.

Please place this item on the August 21, 2018 Council Agenda.

Attachments: 1. Bid Tabulation
2. Contract

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

796 Vieux Marche, 2nd Floor
Biloxi, MS 39530
228-436-7612

3103 Pascagoula Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

August 20, 2018

Mr. Kris Riemann, P.E., Director
Gulfport Engineering Department
4050 Hewes Avenue
Gulfport, MS 39507

RE: Brickyard Bayou Phase 2C Improvements
Gulfport, Mississippi

Dear Mr. Riemann:

As you know, bids were received on June 19, 2018 at the Gulfport Procurement Office for the above referenced project. Four (4) bids were received. We have prepared and enclosed a bid tabulation for your review. It is our understanding that all bidders were responsive to Section 3 requirements per MDA.

Also enclosed is SCI's letter dated August 15, 2018 agreeing for a time extension of their bid and an unsigned copy of the construction contract.

SCI, Inc. of D'Iberville, MS submitted the lowest bid of $2,083,086.50 (Total Base Bid + Deductive Alternate Bid A). Deductive Alternate A allows for additional contract time and a reduced cost. Therefore, subject to your attorney's review and the submission of the proper bonds and insurance by the Contractor, and subject to receipt of the U.S. Army Corps of Engineer's permit, we hereby recommend award of the contract to SCI, Inc.

If you should have any questions or comments relative to this matter, please do not hesitate to contact us at (228) 864-7612.

Sincerely,

Dax Alexander

Dax Alexander, P.E.
President

Enclosure

cc: SCI, Inc.
Ms. Karen McCarty – City of Gulfport

P:\3383-06 (Brickyard Bayou PH 2)\W - Bidding\Phase 2C\Recommendation Letter - REVISED.doc

CELEBRATING 50 YEARS

SCI, Inc.
GENERAL CONTRACTOR
Mississippi Gulf Coast

August 15, 2018

Mr. Dax Alexander, P.E., President
Brown Mitchell & Alexander, Inc.
401 Cowan Road, Suite A
Gulfport, MS 39507

RE: Brickyard Bayou Restoration, Phase 2C
Bid Date Time Extension

Dear Mr. Alexander,

The bid date on the above referenced project was June 21, 2018. SCI is aware that the contractor may withdraw their bid after the sixty (60) day time limit if the contract has not been awarded.

Please consider this letter as confirmation that SCI is agreeable to allow an extension on this (60) sixty-day period in order for all documentation from the City and MDA to be processed.

If you have any questions, please do not hesitate to contact us.

Sincerely,

David Shackelford
President

DS/vm

Mailing Address: PMB-345, 3586 Sangani Blvd, Suite L
D'Iberville, Mississippi 39540
Physical Address: 13520 Old Highway 67
Biloxi, Mississippi 39532

Phone: (228) 207-2383
(228) 207-0039
Fax: (228) 207-6447
www.scimsgulfcoast.com

BRICKYARD BAYOU RESTORATION, PHASE 2C
CITY OF GULFPORT, MISSISSIPPI

CONTRACTOR'S BID TABULATION
BIDS RECEIVED JUNE 21, 2018 UNTIL 10:00 A.M., LOCAL TIME
BY THE CITY OF GULFPORT PROCUREMENT DEPARTMENT,
1410 24th AVENUE, GULFPORT, MS 39501

				ENGINEER'S ESTIMATE		SCI, INC. 3586 SANGANI BLVD. D'IBERVILLE, MS 39540		JAY BEARDEN CONST., INC. P.O. BOX 180428 RICHLAND, MS 39218		DNA UNDERGROUND LLC 16101 S. SWAN ROAD GULFPORT, MS 39503		NECAISE BROTHERS CONST. 21040 COASTAL PARKWAY GULFPORT, MS 39503	
CERTIFICATE OF RESPONSIBILITY						04939-MC		09155-MC		20907-MC		05004-MC	
ADDENDA RECEIVED AND ACKNOWLEDGED						YES		YES		YES		YES	
RESPONSIVE TO SECTION 3 REQUIREMENTS PER MDA						YES		YES		YES		YES	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
BASE BID:													
01030-A	KCS INSURANCE REQUIREMENTS	1	LS	$25,000.00	$25,000.00	$3,210.00	$3,210.00	$25,000.00	$25,000.00	$3,500.00	$3,500.00	$1,092.87	$1,092.87
01030-B	KCS GENERAL REQUIREMENTS	1	LS	$60,000.00	$60,000.00	$1,000.00	$1,000.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$81,965.16	$81,965.16
01505-A	MOBILIZATION (BASE BID – 150 CALENDAR DAYS)	1	LS	$240,000.00	$240,000.00	$192,500.00	$192,500.00	$70,000.00	$70,000.00	$135,000.00	$135,000.00	$448,076.17	$448,076.17
01505-B	PROJECT SIGN	1	EA	$1,500.00	$1,500.00	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$1,092.87	$1,092.87
01720-A	CONSTRUCTION LAYOUT	1	LS	$40,000.00	$40,000.00	$12,000.00	$12,000.00	$5,000.00	$5,000.00	$7,500.00	$7,500.00	$16,393.03	$16,393.03
02050-A	REMOVAL OF PIPE 15" & SMALLER (ALL TYPES)	350	LF	$12.00	$4,200.00	$8.00	$2,800.00	$15.00	$5,250.00	$15.00	$5,250.00	$5.29	$1,851.50
02050-B	REMOVAL OF PIPE 16" – 36" (ALL TYPES)	125	LF	$18.00	$2,250.00	$10.00	$1,250.00	$20.00	$2,500.00	$15.00	$1,875.00	$5.27	$658.75
02050-C	REMOVAL OF PIPE 36" & LARGER (ALL TYPES)	150	LF	$25.00	$3,750.00	$12.00	$1,800.00	$25.00	$3,750.00	$18.00	$2,700.00	$10.56	$1,584.00
02050-D	REMOVAL OF EXISTING BOX CULVERT & HEADWALLS AT PASS ROAD	1	LS	$8,000.00	$8,000.00	$20,250.00	$20,250.00	$30,000.00	$30,000.00	$5,000.00	$5,000.00	$25,000.00	$25,000.00
02050-E	REMOVAL OF EXISTING BOX CULVERT & HEADWALLS AT 30TH AVE.	1	LS	$8,000.00	$8,000.00	$20,250.00	$20,250.00	$30,000.00	$30,000.00	$5,000.00	$5,000.00	$25,000.00	$25,000.00
02050-F	REMOVAL OF PAVEMENT (ALL TYPES & THICKNESS)	1950	SY	$6.00	$11,700.00	$3.00	$5,850.00	$3.00	$5,850.00	$10.00	$19,500.00	$2.11	$4,114.50
02050-G	REMOVAL OF CURBING	550	LF	$6.00	$3,300.00	$5.00	$2,750.00	$6.00	$3,300.00	$8.00	$4,400.00	$5.28	$2,904.00
02050-H	REMOVAL OF SIDEWALK & DRIVEWAY (ALL TYPES & THICKNESS)	275	SY	$6.00	$1,650.00	$5.00	$1,375.00	$4.00	$1,100.00	$15.00	$4,125.00	$5.28	$1,452.00
02050-I	REMOVAL OF FENCING (ALL TYPES & SIZES)	470	LF	$7.00	$3,290.00	$4.50	$2,115.00	$15.00	$7,050.00	$18.00	$8,460.00	$8.45	$3,971.50
02050-J	REMOVAL OF OLD CONCRETE BRIDGE AT STA. 104+00	1	LS	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$10,000.00	$10,000.00	$6,500.00	$6,500.00	$25,000.00	$25,000.00
02050-K	PAVEMENT SAW CUTTING	750	LF	$10.00	$7,500.00	$5.00	$3,750.00	$6.00	$4,500.00	$10.00	$7,500.00	$4.37	$3,277.50
02111-A	CLEARING & GRUBBING	3.5	AC	$10,000.00	$35,000.00	$10,000.00	$35,000.00	$10,000.00	$35,000.00	$9,000.00	$31,500.00	$10,000.00	$35,000.00
02221-A	SELECT BEDDING MATERIAL (FM)	100	CY	$25.00	$2,500.00	$18.00	$1,800.00	$15.00	$1,500.00	$20.00	$2,000.00	$32.05	$3,205.00
02221-B	SELECT FOUNDATION MATERIAL	100	CY	$40.00	$4,000.00	$86.00	$8,600.00	$85.00	$8,500.00	$50.00	$5,000.00	$44.44	$4,444.00
02226-A	SANDY CLAY BORROW MATERIAL (MDOT B1)	1,434	CY (PM)	$12.00	$17,208.00	$18.00	$25,812.00	$16.00	$22,944.00	$12.00	$17,208.00	$15.15	$21,725.10
02226-B	CLEAN SAND BORROW MATERIAL (MDOT B)	750	CY (LVM)	$14.00	$10,500.00	$16.00	$12,000.00	$15.00	$11,250.00	$18.00	$13,500.00	$16.14	$12,105.00

BRICKYARD BAYOU RESTORATION, PHASE 2C
CITY OF GULFPORT, MISSISSIPPI

CONTRACTOR'S BID TABULATION
BIDS RECEIVED JUNE 21, 2018 UNTIL 10:00 A.M., LOCAL TIME
BY THE CITY OF GULFPORT PROCUREMENT DEPARTMENT.
1410 24th AVENUE, GULFPORT, MS 39501

				ENGINEER'S ESTIMATE		SCI, INC. 3586 SANGANI BLVD. D'IBERVILLE, MS 39540 04939-MC		JAY BEARDEN CONST., INC. P.O. BOX 180428 RICHLAND, MS 39218 09155-MC		DNA UNDERGROUND LLC 16101 S. SWAN ROAD GULFPORT, MS 39503 20907-MC		NECAISE BROTHERS CONST. 21040 COASTAL PARKWAY GULFPORT, MS 39503 05004-MC	
CERTIFICATE OF RESPONSIBILITY						YES		YES		YES		YES	
ADDENDA RECEIVED AND ACKNOWLEDGED						YES		YES		YES		YES	
RESPONSIVE TO SECTION 3 REQUIREMENTS PER MDA													
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
02226-C	ROADWAY EXCESS EXCAVATION	1,974	CY (PM)	$7.00	$13,818.00	$8.00	$15,792.00	$8.00	$15,792.00	$10.00	$19,740.00	$7.39	$14,587.86
02226-D	ROADWAY MUCK EXCAVATION	750	CY (FM)	$7.00	$5,250.00	$8.00	$6,000.00	$8.00	$6,000.00	$8.00	$6,000.00	$11.84	$8,880.00
02228-A	UNCLASSIFIED CHANNEL EXCAVATION	21,503	CY (PM)	$10.00	$215,030.00	$8.00	$172,024.00	$15.00	$322,545.00	$8.00	$172,024.00	$15.00	$322,545.00
02228-B	CHANNEL BORROW MATERIAL	2,100	CY (LVM)	$12.00	$25,200.00	$14.50	$30,450.00	$15.00	$31,500.00	$18.00	$37,800.00	$16.00	$33,600.00
02228-C	CHANNEL MUCK EXCAVATION	2,100	CY (LVM)	$7.00	$14,700.00	$8.00	$16,800.00	$15.00	$31,500.00	$8.00	$16,800.00	$14.00	$29,400.00
02234-A	MAINTENANCE DRIVE, 6" THICK	3,450	SY	$9.50	$32,775.00	$15.33	$52,888.50	$14.00	$48,300.00	$18.00	$62,100.00	$23.83	$82,213.50
02234-B	STONE CONSTRUCTION ENTRANCE	700	SY	$45.00	$31,500.00	$17.50	$12,250.00	$15.00	$10,500.00	$18.00	$12,600.00	$31.86	$22,302.00 *
02234-C	DOT #4 STONE FOR BOX BRIDGE FOUNDATION (36" THICK)	1,125	CY	$85.00	$95,625.00	$80.00	$90,000.00	$60.00	$67,500.00	$65.00	$73,125.00	$70.00	$78,750.00
02234-D	MAINTENANCE LIMESTONE (SIZE 610)	500	CY	$60.00	$30,000.00	$82.00	$41,000.00	$60.00	$30,000.00	$55.00	$27,500.00	$64.18	$32,090.00
02295-A	SILT FENCE	5,000	LF	$5.00	$25,000.00	$3.50	$17,500.00	$2.50	$12,500.00	$2.00	$10,000.00	$2.55	$12,750.00
02295-B	STRAW WATTLES	500	LF	$7.50	$3,750.00	$5.00	$2,500.00	$10.00	$5,000.00	$5.00	$2,500.00	$4.38	$2,190.00
02295-C	INLET PROTECTION	10	EA	$700.00	$7,000.00	$200.00	$2,000.00	$125.00	$1,250.00	$350.00	$3,500.00	$97.69	$976.90
02512-A	HOT MIX ASPHALT SURFACE, MT, 9.5MM MIX	170	TON	$110.00	$18,700.00	$108.00	$18,360.00	$150.00	$25,500.00	$185.00	$31,450.00	$106.01	$18,021.70
02512-B	HOT MIX ASPHALT, MT, 12.5MM MIX	450	TON	$100.00	$45,000.00	$115.50	$51,975.00	$140.00	$63,000.00	$215.00	$96,750.00	$104.92	$47,214.00
02521-A	COMBINATION CURB AND GUTTER	550	LF	$25.00	$13,750.00	$24.00	$13,200.00	$23.00	$12,650.00	$28.00	$15,400.00	$25.00	$13,750.00
02522-A	CONCRETE SIDEWALK (4" THICK)	300	SY	$55.00	$16,500.00	$55.00	$16,500.00	$45.00	$13,500.00	$60.00	$18,000.00	$25.00	$7,500.00
02522-B	CONCRETE DRIVEWAY (6" THICK)	220	SY	$65.00	$14,300.00	$66.00	$14,520.00	$70.00	$15,400.00	$70.00	$15,400.00	$55.00	$12,100.00
02522-C	DETECTABLE / TACTILE SURFACE TILES (CAST-IN-PLACE)	32	SF	$30.00	$960.00	$15.00	$480.00	$40.00	$1,280.00	$50.00	$1,600.00	$150.00	$4,800.00
02660-A	VERIFY LOCATION OF EXISTING WATER MAIN NEAR STA. 106+60	1	LS	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$5,000.00	$5,000.00
02660-B	8" HDPE WATER MAIN	170	LF	$40.00	$6,800.00	$90.00	$15,300.00	$50.00	$8,500.00	$65.00	$11,050.00	$50.00	$8,500.00
02660-C	8" WATER VALVE	2	EA	$1,200.00	$2,400.00	$1,250.00	$2,500.00	$1,600.00	$3,200.00	$1,200.00	$2,400.00	$1,036.02	$2,072.04

BRICKYARD BAYOU RESTORATION, PHASE 2C
CITY OF GULFPORT, MISSISSIPPI

CONTRACTOR'S BID TABULATION
BIDS RECEIVED JUNE 21. 2018 UNTIL 10:00 A.M.. LOCAL TIME
BY THE CITY OF GULFPORT PROCUREMENT DEPARTMENT.
1410 24th AVENUE. GULFPORT. MS 39501

				ENGINEER'S ESTIMATE		SCI, INC. 3586 SANGANI BLVD. D'IBERVILLE, MS 39540 04939-MC		JAY BEARDEN CONST., INC. P.O. BOX 180428 RICHLAND, MS 39218 09155-MC		DNA UNDERGROUND LLC 16101 S. SWAN ROAD GULFPORT, MS 39503 20907-MC		NECAISE BROTHERS CONST. 21040 COASTAL PARKWAY GULFPORT, MS 39503 05004-MC	
CERTIFICATE OF RESPONSIBILITY						YES		YES		YES		YES	
ADDENDA RECEIVED AND ACKNOWLEDGED						YES		YES		YES		YES	
RESPONSIVE TO SECTION 3 REQUIREMENTS PER MDA						YES		YES		YES		YES	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
02660-D	DUCTILE IRON FITTINGS & JOINT RESTRAINTS	0.25	TON	$8,000.00	$2,000.00	$4,704.00	$1,176.00	$6,500.00	$1,625.00	$16,000.00	$4,000.00	$7,436.12	$1,859.03
02660-E	6" TAPPING SLEEVE WITH 6" VALVE	2	EA	$2,600.00	$5,200.00	$2,200.00	$4,400.00	$3,500.00	$7,000.00	$2,500.00	$5,000.00	$2,500.00	$5,000.00
02660-F	6" INSTA-VALVE	2	EA	$2,500.00	$5,000.00	$7,500.00	$15,000.00	$10,500.00	$21,000.00	$7,500.00	$15,000.00	$12,000.00	$24,000.00
02668-A	24" STEEL CASING (OPEN CUT)	164	LF	$250.00	$41,000.00	$130.00	$21,320.00	$100.00	$16,400.00	$100.00	$16,400.00	$80.00	$13,120.00
02708-A	GUARD RAIL	320	LF	$85.00	$27,200.00	$45.00	$14,400.00	$125.00	$40,000.00	$75.00	$24,000.00	$78.60	$25,152.00
02721-A	STRUCTURAL CONCRETE	698	CY	$580.00	$404,840.00	$955.00	$666,590.00	$1,100.00	$767,800.00	$1,200.00	$837,600.00	$1,308.99	$913,675.02
02721-B	REINFORCING STEEL	134,690	LB	$1.30	$175,097.00	$1.50	$202,035.00	$1.50	$202,035.00	$2.00	$269,380.00	$1.60	$215,504.00
02722-A	24" RCP	122	LF	$60.00	$7,320.00	$67.00	$8,174.00	$50.00	$6,100.00	$60.00	$7,320.00	$65.00	$7,930.00
02722-B	30" RCP	70	LF	$70.00	$4,900.00	$105.00	$7,350.00	$70.00	$4,900.00	$65.00	$4,550.00	$75.00	$5,250.00
02722-C	24" FES	6	EA	$3,000.00	$18,000.00	$600.00	$3,600.00	$825.00	$4,950.00	$3,000.00	$18,000.00	$1,500.00	$9,000.00
02722-D	30" FES	2	EA	$3,500.00	$7,000.00	$650.00	$1,300.00	$1,200.00	$2,400.00	$3,500.00	$7,000.00	$1,500.00	$3,000.00
02730-A	10" PVC SEWER MAIN (8'/10' CUT)	100	LF	$55.00	$5,500.00	$57.00	$5,700.00	$60.00	$6,000.00	$42.00	$4,200.00	$85.00	$8,500.00
02730-B	CONNECTION TO EXISTING MANHOLE	2	EA	$2,000.00	$4,000.00	$800.00	$1,600.00	$1,000.00	$2,000.00	$1,000.00	$2,000.00	$1,000.00	$2,000.00
02752-A	RIPRAP (300 LB)	320	SY	$100.00	$32,000.00	$65.00	$20,800.00	$60.00	$19,200.00	$95.00	$30,400.00	$48.81	$15,619.20
02831-A	CHAIN LINK FENCE (6' HEIGHT)	470	LF	$20.00	$9,400.00	$25.00	$11,750.00	$25.00	$11,750.00	$45.00	$21,150.00	$21.86	$10,274.20
02841-A	MAINTENANCE OF TRAFFIC	1	LS	$30,000.00	$30,000.00	$20,000.00	$20,000.00	$60,000.00	$60,000.00	$50,000.00	$50,000.00	$20,000.00	$20,000.00
02841-B	TEMPORARY PAVEMENT MARKINGS (PASS ROAD)	1	LS	$4,000.00	$4,000.00	$8,000.00	$8,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$1,092.87	$1,092.87
02841-C	TEMPORARY PAVEMENT MARKINGS (30TH AVE)	1	LS	$4,000.00	$4,000.00	$8,000.00	$8,000.00	$5,000.00	$5,000.00	$6,000.00	$6,000.00	$1,092.87	$1,092.87
02841-D	ADDITIONAL CONSTRUCTION SIGNS	200	SF	$20.00	$4,000.00	$10.00	$2,000.00	$10.00	$2,000.00	$10.00	$2,000.00	$10.93	$2,186.00
02842-A	PAVEMENT MARKINGS (PASS ROAD)	1	LS	$2,400.00	$2,400.00	$200.00	$200.00	$5,000.00	$5,000.00	$8,000.00	$8,000.00	$2,185.74	$2,185.74
02842-B	PAVEMENT MARKINGS (30TH AVENUE)	1	LS	$3,300.00	$3,300.00	$200.00	$200.00	$5,000.00	$5,000.00	$8,000.00	$8,000.00	$2,185.74	$2,185.74
02931-A	STANDARD SEEDING	12	AC	$1,500.00	$18,000.00	$3,700.00	$44,400.00	$1,200.00	$14,400.00	$2,000.00	$24,000.00	$4,000.00	$48,000.00
02931-B	EROSION CONTROL BLANKET	25,000	SY	$5.00	$125,000.00	$3.00	$75,000.00	$1.50	$37,500.00	$2.00	$50,000.00	$2.39	$59,750.00

BRICKYARD BAYOU RESTORATION, PHASE 2C
CITY OF GULFPORT, MISSISSIPPI

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1410 24th AVENUE, GULFPORT, MS 39501

				ENGINEER'S ESTIMATE		SCI, INC. 3586 SANGANI BLVD. D'IBERVILLE, MS 39540 04939-MC		JAY BEARDEN CONST., INC. P.O. BOX 180428 RICHLAND, MS 39218 09155-MC		DNA UNDERGROUND LLC 16101 S. SWAN ROAD GULFPORT, MS 39503 20907-MC		NECAISE BROTHERS CONST. 21040 COASTAL PARKWAY GULFPORT, MS 39503 05004-MC	
CERTIFICATE OF RESPONSIBILITY						YES		YES		YES		YES	
ADDENDA RECEIVED AND ACKNOWLEDGED						YES		YES		YES		YES	
RESPONSIVE TO SECTION 3 REQUIREMENTS PER MDA													
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
02931-C	SOUTHERN WETLAND SEED MIX	6	AC	$750.00	$4,500.00	$3,900.00	$23,400.00	$1,500.00	$9,000.00	$5,500.00	$33,000.00	$3,825.04	$22,950.24
06132-A	TIMBER ANCHOR STRUCTURE	2	EA	$2,500.00	$5,000.00	$2,270.00	$4,540.00	$500.00	$1,000.00	$3,500.00	$7,000.00	$4,000.00	$8,000.00
	TOTAL BASE BID				**$2,058,563.00**		**$2,120,586.50**		**$2,277,471.00**		**$2,387,757.00**		**$2,906,482.86 ***
DEDUCTIVE ALTERNATE BID A:													
01505-C	REDUCTION IN MOBILIZATION COST FOR 240 CALENDAR DAYS	1	LS	($125,000.00)	($125,000.00)	($37,500.00)	($37,500.00)	($35,000.00)	($35,000.00)	($10,000.00)	($10,000.00)	($72,000.00)	($72,000.00)
	TOTAL DEDUCTIVE ALTERNATE BID A				**-$125,000.00**		**-$37,500.00**		**-$35,000.00**		**-$10,000.00**		**-$72,000.00**
	TOTAL BASE BID + DEDUCTIVE ALTERNATE BID A				**$1,933,563.00**		**$2,083,086.50**		**$2,242,471.00**		**$2,377,757.00**		**$2,834,482.86 ***

**Mathematical Errors have been identified and/or corrected.*

Dax Alexander

DAX ALEXANDER, P.E., PRESIDENT
BROWN, MITCHELL & ALEXANDER, INC.

FOR REVIEW

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between **CITY OF GULFPORT** ("Owner") and **SCI, INC.** ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: channel widening of Brickyard Bayou, slope stabilization, box culverts, construction of maintenance roads, providing traffic control, grassing, erosion control and other related work.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Brickyard Bayou Restoration Phase 2C.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Brown, Mitchell & Alexander, Inc.

3.02 The Owner has retained Brown, Mitchell & Alexander, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within ~~150~~ 240 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within ~~180~~ 270 calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

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delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $800.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $800.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	**Description**	**Unit**	**Estimated Quantity**	**Unit Price**	**Extended Price**
BASE BID:					
01030-A	KCS INSURANCE REQUIREMENTS	LS	1	$3,210.00	$3,210.00
01030-B	KCS GENERAL REQUIREMENTS	LS	1	$1,000.00	$1,000.00
01505-A	MOBILIZATION (BASE BID – 150 CALENDAR DAYS)	LS	1	$192,500.00	$192,500.00
01505-B	PROJECT SIGN	EA	1	$1,000.00	$1,000.00
01720-A	CONSTRUCTION LAYOUT	LS	1	$12,000.00	$12,000.00
02050-A	REMOVAL OF PIPE 15" & SMALLER (ALL TYPES)	LF	350	$8.00	$2,800.00
02050-B	REMOVAL OF PIPE 16" – 36" (ALL TYPES)	LF	125	$10.00	$1,250.00
02050-C	REMOVAL OF PIPE 36" & LARGER (ALL TYPES)	LF	150	$12.00	$1,800.00

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Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
02050-D	REMOVAL OF EXISTING BOX CULVERT & HEADWALLS AT PASS ROAD	LS	1	$20,250.00	$20,250.00
02050-E	REMOVAL OF EXISTING BOX CULVERT & HEADWALLS AT 30TH AVE.	LS	1	$20,250.00	$20,250.00
02050-F	REMOVAL OF PAVEMENT (ALL TYPES & THICKNESS)	SY	1950	$3.00	$5,850.00
02050-G	REMOVAL OF CURBING	LF	550	$5.00	$2,750.00
02050-H	REMOVAL OF SIDEWALK & DRIVEWAY (ALL TYPES & THICKNESS)	SY	275	$5.00	$1,375.00
02050-I	REMOVAL OF FENCING (ALL TYPES & SIZES)	LF	470	$4.50	$2,115.00
02050-J	REMOVAL OF OLD CONCRETE BRIDGE AT STA. 104+00	LS	1	$1,500.00	$1,500.00
02050-K	PAVEMENT SAW CUTTING	LF	750	$5.00	$3,750.00
02111-A	CLEARING & GRUBBING	AC	3.5	$10,000.00	$35,000.00
02221-A	SELECT BEDDING MATERIAL (FM)	CY	100	$18.00	$1,800.00
02221-B	SELECT FOUNDATION MATERIAL	CY	100	$86.00	$8,600.00
02226-A	SANDY CLAY BORROW MATERIAL (MDOT B1)	CY (PM)	1,434	$18.00	$25,812.00
02226-B	CLEAN SAND BORROW MATERIAL (MDOT B)	CY (LVM)	750	$16.00	$12,000.00
02226-C	ROADWAY EXCESS EXCAVATION	CY (PM)	1,974	$8.00	$15,792.00
02226-D	ROADWAY MUCK EXCAVATION	CY (FM)	750	$8.00	$6,000.00
02228-A	UNCLASSIFIED CHANNEL EXCAVATION	CY (PM)	21,503	$8.00	$172,024.00

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Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
02228-B	CHANNEL BORROW MATERIAL	CY (LVM)	2,100	$14.50	$30,450.00
02228-C	CHANNEL MUCK EXCAVATION	CY (LVM)	2,100	$8.00	$16,800.00
02234-A	MAINTENANCE DRIVE, 6" THICK	SY	3,450	$15.33	$52,888.50
02234-B	STONE CONSTRUCTION ENTRANCE	SY	700	$17.50	$12,250.00
02234-C	DOT #4 STONE FOR BOX BRIDGE FOUNDATION (36" THICK)	CY	1,125	$80.00	$90,000.00
02234-D	MAINTENANCE LIMESTONE (SIZE 610)	CY	500	$82.00	$41,000.00
02295-A	SILT FENCE	LF	5,000	$3.50	$17,500.00
02295-B	STRAW WATTLES	LF	500	$5.00	$2,500.00
02295-C	INLET PROTECTION	EA	10	$200.00	$2,000.00
02512-A	HOT MIX ASPHALT SURFACE, MT, 9.5MM MIX	TON	170	$108.00	$18,360.00
02512-B	HOT MIX ASPHALT, MT, 12.5MM MIX	TON	450	$115.50	$51,975.00
02521-A	COMBINATION CURB AND GUTTER	LF	550	$24.00	$13,200.00
02522-A	CONCRETE SIDEWALK (4" THICK)	SY	300	$55.00	$16,500.00
02522-B	CONCRETE DRIVEWAY (6" THICK)	SY	220	$66.00	$14,520.00
02522-C	DETECTABLE / TACTILE SURFACE TILES (CAST-IN-PLACE)	SF	32	$15.00	$480.00
02660-A	VERIFY LOCATION OF EXISTING WATER MAIN NEAR STA. 106+60	LS	1	$1,000.00	$1,000.00
02660-B	8" HDPE WATER MAIN	LF	170	$90.00	$15,300.00

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Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
02660-C	8" WATER VALVE	EA	2	$1,250.00	$2,500.00
02660-D	DUCTILE IRON FITTINGS & JOINT RESTRAINTS	TON	0.25	$4,704.00	$1,176.00
02660-E	6" TAPPING SLEEVE WITH 6" VALVE	EA	2	$2,200.00	$4,400.00
02660-F	6" INSTA-VALVE	EA	2	$7,500.00	$15,000.00
02668-A	24" STEEL CASING (OPEN CUT)	LF	164	$130.00	$21,320.00
02708-A	GUARD RAIL	LF	320	$45.00	$14,400.00
02721-A	STRUCTURAL CONCRETE	CY	698	$955.00	$666,590.00
02721-B	REINFORCING STEEL	LB	134,690	$1.50	$202,035.00
02722-A	24" RCP	LF	122	$67.00	$8,174.00
02722-B	30" RCP	LF	70	$105.00	$7,350.00
02722-C	24" FES	EA	6	$600.00	$3,600.00
02722-D	30" FES	EA	2	$650.00	$1,300.00
02730-A	10" PVC SEWER MAIN (8'/10' CUT)	LF	100	$57.00	$5,700.00
02730-B	CONNECTION TO EXISTING MANHOLE	EA	2	$800.00	$1,600.00
02752-A	RIPRAP (300 LB)	SY	320	$65.00	$20,800.00
02831-A	CHAIN LINK FENCE (6' HEIGHT)	LF	470	$25.00	$11,750.00
02841-A	MAINTENANCE OF TRAFFIC	LS	1	$20,000.00	$20,000.00
02841-B	TEMPORARY PAVEMENT MARKINGS (PASS ROAD)	LS	1	$8,000.00	$8,000.00
02841-C	TEMPORARY PAVEMENT MARKINGS (30TH AVE)	LS	1	$8,000.00	$8,000.00
02841-D	ADDITIONAL CONSTRUCTION SIGNS	SF	200	$10.00	$2,000.00

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Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
02842-A	PAVEMENT MARKINGS (PASS ROAD)	LS	1	$200.00	$200.00
02842-B	PAVEMENT MARKINGS (30TH AVENUE)	LS	1	$200.00	$200.00
02931-A	STANDARD SEEDING	AC	12	$3,700.00	$44,400.00
02931-B	EROSION CONTROL BLANKET	SY	25,000	$3.00	$75,000.00
02931-C	SOUTHERN WETLAND SEED MIX	AC	6	$3,900.00	$23,400.00
06132-A	TIMBER ANCHOR STRUCTURE	EA	2	$2,270.00	$4,540.00
				TOTAL BASE BID	**$2,120,586.50**
DEDUCTIVE ALTERNATE BID A:					
01505-C	REDUCTION IN MOBILIZATION COST FOR 240 CALENDAR DAYS	LS	1	($37,500.00)	($37,500.00)
				TOTAL DEDUCTIVE ALTERNATE BID A	**-$37,500.00**
				TOTAL BASE BID + DEDUCTIVE ALTERNATE BID A	**$2,083,086.50**

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the ____ day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price

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Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

   a. Projects with a Contract total amount of less than $250,000 and no subcontractor:

      i. Ninety percent (90%) of Work completed (with the balance being retainage).

      ii. Ninety percent (90%) (with the balance being retainage) of material and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in Paragraph 15.01 of the General Conditions).

   b. On projects in which the total Contract Price is $250,000 or greater or on any Contract with a subcontractor, regardless of amount; 5% shall be retained until the work is at least 50% complete, on schedule and satisfactory in the Engineer's opinion, 50% of the retainage held to date shall be returned to the Prime Contractor for distribution to the appropriate subcontractors and suppliers. After 50% completion, projects of this magnitude shall have a 2.5% retainage provided that the project is on schedule and satisfactory in the Engineer's opinion.

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 6% per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 11, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds.
   a. 0 (pages 0 to 0, inclusive).
5. General Conditions (pages 1 to 65, inclusive).
6. Supplementary Conditions (pages 1 to 15, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.

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8. Drawings (not attached but incorporated by reference) consisting of 36 sheets with each sheet bearing the following general title: Brickyard Bayou Restoration Phase 2C

9. Addenda (numbers 1 to 3, inclusive).

10. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid (pages 1 to 7, inclusive).

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid

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and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions – Not Applicable*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary General Conditions.

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FOR REVIEW

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CITY OF GULFPORT

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

P.O. BOX 1780

GULFPORT, MS 39502

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR:

SCI, INC.

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

3586 SANGANI BOULEVARD, SUITE L PMB-345

D'IBERVILLE, MS 39540

License No.: 04939-MC
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

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Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Human Resources

Date: 08/26/2018

Subject: Resolution - approving Letter Agreement between the City of Gulfport and Spherion Staffing, LLC, for staffing services for the City of Gulfport, authorizing the execution and delivery of the same by the Mayor, and for related purposes.

Recommendation:

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO LETTER AGREEMENT BETWEEN THE CITY OF GULFPORT AND SPHERION STAFFING, LLC, FOR STAFFING SERVICES FOR THE CITY OF GULFPORT, TO AUTHORIZE THE EXECUTION AND DELIVERY OF THE SAME BY THE MAYOR AND FOR RELATED PURPOSES

WHEREAS, from time to time, the City of Gulfport has a need for temporary staffing and has found that obtaining the same via a temporary staffing company is the most efficient means of meeting the needs of the City department's temporary staffing requirements; and

WHEREAS, Spherion Staffing, LLC, has been selected as one of several companies to provide temporary staffing services to the City of Gulfport; and

WHEREAS, a proposed LETTER AGREEMENT, is attached hereto for review as Exhibit "A" hereto and is recommended for approval as being in the best interest of the City of Gulfport.

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

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

SECTION 2. That the AGREEMENT FOR STAFFING SERVICES by and between the City of Gulfport and Spherion Staffing, LLC, be and it is hereby approved in the same form as is found in Exhibit "A" to this resolution, and the Mayor be, and he is hereby, authorized to execute and deliver 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

February 9, 2018

City of Gulfport
1410 24th Avenue
Gulfport, MS 39501

Dear Cheryl,

Thank you for considering Spherion to be one of your vendors fulfilling City of Gulfport's staffing needs. The following outlines Spherion's service terms for our temp, temp-to-hire and direct hire service options at your location in Gulfport, MS 39501. All terms outlined in this letter will apply to all positions staffed at the referenced location.

Spherion Staffing is pleased to offer the City of Gulfport a 1.47% mark-up for Clerical & Light Industrial positions

The hourly rate charged by Spherion Staffing includes:

- **The hourly salary of the employee**
- **All employer payroll taxes including FICA, state and federal unemployment insurance**
- **W-2 and W-4 forms and processing**
- **Workers' Compensation coverage**

Approved timesheets should be submitted via Spherion electronic time capture by the end of day on Monday. Invoices, including applicable sales taxes and other taxes on fees, will be provided via email and are payable within 14 days of invoice date.

You acknowledge that Spherion is providing temporary employees to perform work under your supervision and direction and that you are responsible for the work and the work product of these employees and that you will provide a safe place to work that complies with all applicable laws and ordinances relating to worksite health and safety and all necessary site-specific safety training and equipment. No changes to the job or duties of any Spherion employee shall be made without first giving Spherion prior written notice and Spherion responding with approval.

Spherion offers a choice of additional qualifying and screening processes. **These additional services will be invoiced separately as listed below along with any state mandated fees associated with the MVR and background check.**

Spherion will not conduct these screenings unless specifically requested by you

10 Panel In House Oral Drug Screen	NO CHARGE	Criminal Background Check (per jurisdiction)	$20.00
Motor Vehicle Report (MVR)	$13.50	Education Verification	$10.00

Please note that overtime will be billed at 1.5 times the bill rate for any hours worked consistent with your state's overtime regulations, Monday through Sunday. A four-hour minimum billing will be incurred if an employee is en route to a job or arrives on a specific day and is not utilized. When you choose to transition a Spherion temporary employee to your company payroll or to the payroll of another staffing firm at any time during the assignment or in the six (6) months immediately following the end of the temporary employee's last assignment, the following temp-to-hire conversion fees will apply.

A placement fee shall be earned by Spherion when a candidate referred by Spherion is subsequently employed by your company within six (6) months of the first presentation of such candidate to your company. These candidates have not worked on a temporary basis at your company through Spherion.

Temp to Hire Policy is 520 work hours

Again, thank you for choosing Spherion. We look forward to a long and mutually satisfactory relationship with you.

_____ Date: _____
Spherion Representative Signature

_____ Date: _____
Client Representative Signature

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Karen McCarty, Grants Management
Community Development

Date: 08/27/2018

Subject: Resolution - approving Sub-Recipient Public Service Agreement Contract for Fiscal Year 2017 for the Community Development Block Grant Program and authorizing the Mayor to execute said Agreement.

Recommendation:

Memorandum - *City of Gulfport...*

Community Development Department

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

CC: Linda Elias, Comptroller

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

Date: August 27, 2018

Please place the following items on the September 4, 2018 Council Agenda;

Resolution to approve Fiscal Year 2017 Sub-recipient Public Service Agreement for the Gulf Coast Center for Nonviolence in the amount of $15,000 utilizing Community Development Block Grant Program Funding including budget amendment.

Funding Source: Community Development Block Grant

COMMUNITY DEVELOPMENT FUNDING AGREEMENT
BETWEEN
THE CITY OF GULFPORT AND
GULF COAST CENTER FOR NONVIOLENCE, INC.

STATE OF MISSISSIPPI **CFDA NUMBER 14.218**
COUNTY OF HARRISON

THIS AGREEMENT, entered this **4th day of September, 2018** by and between the CITY of **GULFPORT** (herein called the "Grantee") and the **GULF COAST CENTER FOR NONVIOLENCE** (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

WHEREAS, the Grantee is obligated to do and perform certain services in its undertaking of a Community Development Block Grant Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the services provided by the Subrecipient benefit low and moderate-income citizens of the City of Gulfport and constitute a valuable public service; and

WHEREAS, the City Council of the City of Gulfport has declared programs of the Subrecipient to be a public purpose and the provision of these services to be a predominate purpose of this transaction; and

WHEREAS, the Subrecipient and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.201; and

WHEREAS, the accomplishment of the above public purpose is the predominant purpose of this transaction, continuing supervision by the Grantee together with statutory and contractual requirements provide sufficient assurance that this public purpose will be accomplished; and an audit provides sufficient protection of the handling of public money; and

WHEREAS, the City Council has found that the subrecipient has the special expertise, knowledge and experience necessary for the Gulfport Community Outreach Program and that the Grantee will receive adequate consideration in the form of substantial public benefit; and

WHEREAS, the Grantee desires to contract with the subrecipient to make available funds for the Gulf Coast Center for Nonviolence, Inc. Gulfport Community Outreach Program.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a **CDBG Year 2017** Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these

funds. Such program will include the activities eligible under the Community Development Block Grant Program. The CDBG project assists in providing Center services in Gulfport which includes nonresidential counseling for victims of domestic violence, sexual assault, and family members of homicide victims, court advocacy, prevention education programs; services for perpetrators of domestic violence, and the Coordinate Community Response program.

B. National Objectives

The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this contract meet one or more of the CDBG program's national objectives – 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24CFR Part 570.208.

C. Grantee's Responsibilities

1. Grantee agrees to provide Subrecipient assistance from Department of Housing and Urban Development funds in an amount not to exceed **$15,000.00** in return for Subrecipient performing the activities set forth in this Agreement as consideration for said funds.

2. It is expressly understood and agreed by the parties hereto that Grantee's responsibilities are contingent upon the actual receipt of adequate federal funds to meet Grantee's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, Grantee shall notify Subrecipient in writing within a reasonable time after such fact is determined. Grantee shall terminate this agreement and will not be liable for failure to make payments to Subrecipient under this agreement.

3. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient, or any portions thereof, which have been paid to Subrecipient or which are subject to payment to Subrecipient, or which have been reimbursed to Subrecipient or which are subject to reimbursement to Subrecipient by any source other than Grantee or Subrecipient.

4. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient which are not allowable costs as set forth in 24 CFR Part 570.207.

5. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient or for any performances rendered by Subrecipient which are not strictly in accordance with the terms of this agreement.

6. Grantee shall not be liable to Subrecipient for any costs incurred by Subrecipient in the performance of this agreement which have not been billed to Grantee by Subrecipient within (90) days.

7. Grantee shall not be liable for costs incurred or performances rendered by Subrecipient before commencement of this agreement or after termination of this agreement.

D. Subrecipient's Responsibilities

1. Subrecipient shall perform all activities in accordance with their budget, the applicable laws and regulations set forth herein; the assurance, certifications, and all other terms, provisions, and requirements set forth in this agreement.

2. Subrecipient shall submit to Grantee such reports on the operation and performance of this agreement on a quarterly basis, first report due the last day of the last week of that reporting quarter; with a comprehensive annual report required at contract expiration.

3. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the parties hereto that if Subrecipient fails to submit to Grantee in a timely and satisfactory manner any report required by this agreement, Grantee may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Subrecipient hereunder. If Grantee withholds such payments, it shall notify Subrecipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by Grantee until such time as the delinquent obligations for which funds are withheld are fulfilled by Subrecipient.

4. Subrecipient shall refund to Grantee any sum of money which has been paid to Subrecipient by Grantee which Grantee determines has resulted in overpayment to Subrecipient, or which Grantee determines has not been spent by Subrecipient strictly in accordance with the terms of this agreement. Such refund shall be made by Subrecipient to Grantee within thirty (30) working days after such refund is requested by Grantee.

5. Subrecipient agrees to comply with applicable uniform administrative requirements, as described in 24 CRF 570.502.

6. Subrecipient agrees to carry out the activities under this agreement in compliance with all Federal laws and regulations described in 24 CFR Chapter 570 subpart K except Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR part 52.

E. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity	Total Units/Year
Services includes counseling services Victims of sexual abuse, homicide victims, Domestic violence, free legal services,	2,000

Note: Units means the number of unduplicated participants that will benefit from the program.

F. Staffing

Staff related to the entire project:

Staff Member	General Program Duties
Executive Director. – Sandra K. Morrison,	
Criminal Justice Program Director – Sarah Jones	
Resource Development Director – Kelly Hawkins	
Staff Accountant – Becky Ezell	

G. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient for compliance with goals and requirements as required herein once annually or as it deems necessary in accordance with the regulations. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee in writing, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the ***1st day of January, 2017 , and terminate on the 31st day of December 2018.*** The term of this agreement shall end upon full payment of budgeted funds if prior to end of time of performance.

III. BUDGET

Line Item: Goods for Distribution	**Amount:**
Partial Salaries and Fringe Benefits Justice Program Director Staff Accountant	$15,000.00
TOTAL:	**$15,000.00**

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any changes to this budget must be approved in writing by the Grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **$15,000.00.** Payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

The subrecipient will submit invoices to the grantee for reimbursement. Said invoices shall be accompanied by canceled checks, time sheets, travel vouchers, invoices, and other documentation of expenditures.

Payments may be contingent upon certification of the Grantee's financial management system in accordance with the standards specified in OMB Circular A-110.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	**Subrecipient**
Karen B. McCarty	Sandra K. Morrison, Executive Director
CD Federal Programs Administrator	Gulf Coast Center for Nonviolence, Inc..

P. O. Box 59
Gulfport, MS 39502
(228) 868-5705, Ext: 6545

P.O. Box 333
Biloxi, MS 39533
(228) 436-3809

VI. SPECIAL CONDITIONS

The Subrecipient agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) and all federal regulations and policies issued pursuant to these regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation insurance, as the Subrecipient is an independent contractor.

C. Indemnity and Release

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this agreement.

The indemnity and release provided herein shall survive the termination or voidance of this agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this contract, as applicable by state law.

E. Insurance

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.

F. Subrecipient Recognition

The Subrecipient shall insure recognition of the role of the Subrecipient agency in providing services through this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph I. A. above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulation, the Grantee may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

The Grantee may also terminate this agreement in the event of an emergency or disaster, whether acts of God, natural or manmade, by giving twenty-four (24) hours notice. The Grantee may give said notice verbally to Subrecipient. Any expenditure incurred prior to receiving notice will be reimbursed; however, in no event shall the Grantee pay any expenses incurred after notice of termination is received by Subrecipient.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required herein, utilizing adequate internal controls, and maintaining necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations", or "cost Principles for Educational Institutions," as applicable; (and if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 86, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments") for all costs incurred whether charged on a direct or indirect basis.

3. Reasonable Costs

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. The question of the reasonableness of specific costs must be scrutinized with particular care in connection with organizations or separate divisions thereof which receive the preponderance of their support from awards made by Federal agencies. In determining the reasonableness of a given cost, consideration shall be given to:

a. Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award.

b. The restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws and regulations, and terms and conditions of the award.

c. Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government.

d. Significant deviations from the established practices of the organization, which may unjustifiably increase the award costs.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not to be limited to:

- Records providing a full description of each activity undertaken;

- Records demonstrating that each activity undertaken meet the National Objective of the CDBG program of benefiting low/moderate income persons.
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair Housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property.

Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503 (b)(8), as applicable.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), final close-out reports and determining the custodianship of records.

7. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, OMB Circular A-133.

C. Reporting and Payment Procedures

1. Budgets/Use of CDBG Funds

The Subrecipient will submit a detailed contract budget for approval by the Grantee. The Grantee and the Subrecipient may agree to revise the budget from time to time. The budget attached hereto and made a part hereof sets forth the proposed use of CDBG funding by the subrecipient.

2. Program Income

The Subrecipient shall report on a quarterly basis all program income as defined at 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

3. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

4. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this contract, based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payment. With the exception of certain advances, payments will

be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

5. Performance Reports

Subrecipient shall submit to Grantee a Quarterly Performance Report in a format prescribed by Grantee and shall include the amount of funds obligated and expended for each of the eligible activity.

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. <u>Procurement</u>

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets purchased with such funds (unexpended program income, property, equipment, etc.) may revert to the Grantee upon termination of this contract. The Grantee may at its option allow subrecipient continued use of some or all of programmed assets. In the event that the subrecipient is allowed to maintain program assets, an inventory as outlined here and above shall be maintained by subrecipient.

2. OMB Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and shall subsequently follow Property Management Standards as modified by 24 CFR 570.502 (b) (6), covering utilization and disposal of property.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this contract.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606 (b); (b) the requirements of 24 CFR 570.606 (c) governing the Residential Anti displacement and Relocation Assistance Plan under Section 104 (d) of the HCD Act; and (c) the requirements in 570.606 (d) governing optional relocation policies. (The Grantee may preempt the optional policies.) The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The

Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply and to require all subcontractors to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use of occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.706), which prohibits discrimination against the handicapped in any Federally-assisted program. The Grantee shall provide the Subrecipient with any guidelines in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. W/MBE

The Subrecipient will use its best efforts to afford minority-and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs S.A., Civil Rights, and B., Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; and lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C.276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall no be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

4. Right to Know

Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices. The Subrecipient will comply with the Minnesota Right to Know Act.

5. "Section 3" Clause

A. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding

upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 (of the Housing and Urban Development Act of 1968), as amended, 12 U.S.C.1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low-and very low-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low-and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low-and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low-and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low-and very low-income residents within the service area or the neighborhood in which the project is located, and to low-and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

B. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract of understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

c. Suspension/Disbarment

The Subrecipient shall not enter into any subcontracts with an agency, business or individual that has been suspended or disbarred by the Department of Housing and Urban Development.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that, in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person, who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or sub-recipients which are receiving funds under the CDBG Entitlement Program.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any 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;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly, and;

d. Lobbying Certification – Paragraph d
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 failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200 (j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

Clean Air Act, 42 U.S.C., 7401, et seq.
Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Grantee shall assure that, for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24CFR 570608, and 24 CFR Part 35 and will comply with all applicable requirements.

D. Asbestos

Grantee agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61.

E. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedure set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation

Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, THE Parties have executed this contract as of the date first written above.

CITY OF GULFPORT	**Gulf Coast Center for Nonviolence, Inc.**
_____	_____
Billy Hewes, Mayor of Gulfport	**Sandra K. Morrison, Executive Director**
_____	_____
Date	**Date**

FED. I.D. # 64-0634613

DUNS # 154890776

ATTEST:

_____

Memorandum - *City of Gulfport…*

Community Development Department

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

CC: **Linda Elias, Comptroller**

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

Date: **August 27, 2018**

Please place the following budget items on the September 4, 2018 Council Agenda;

Please set up approved budget as per 2017 CDBG Action Plan,

Gulf Coast Center for Nonviolence

511 625200 05755	+$15,000.00	-$15,000.00	200-CDBG B-17-MC-280002

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 SUB-RECIPIENT PUBLIC SERVICE AGREEMENT CONTRACT FOR FISCAL YEAR 2017 FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

WHEREAS, on August 8, 2017, the Gulfport City Council approved the initial Action Plan and funding for the FY 2017 Community Development Block Grant Programs ("CBDG") for the City of Gulfport; and

WHEREAS, the City of Gulfport has been advised that HUD has approved the 2017 funding for the public service programs, including the Sub-recipient Public Service Agreement for the Gulf Coast Center for Nonviolence; and

WHEREAS, each Sub-Recipient in the public service programs must execute a contract with the City prior to receiving the approved funding, and the Sub-recipient Public Service Agreement for the Gulf Coast Center for Nonviolence is attached hereto as Exhibit "A" for your review and approval.

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 contract between the City of Gulfport and the CDBG public service program Sub-recipient Gulf Coast Center for Nonviolence be and the same 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 as respects each sub-recipient.

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: Kris Riemann, Director
Engineering

Date: 08/17/2018

Subject: Resolution - approving Addendum No. 1 to the City's contract for Engineering Services with Brown, Mitchell & Alexander, Inc., for the Airport Road Extension and Roundabout Project to extend the period of the Agreement, and for related purposes.

Recommendation:

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE ADDENDUM NO. 1 TO THE CITY'S CONTRACT FOR ENGINEERING SERVICES WITH BROWN, MITCHELL & ALEXANDER, INC., FOR THE AIRPORT ROAD EXTENSION AND ROUNDABOUT PROJECT TO EXTEND THE PERIOD OF THE AGREEMENT, AND FOR RELATED PURPOSES

WHEREAS, the City Council previously approved a Contract for Engineering Services with Brown, Mitchell & Alexander, Inc., in connection with the Airport Road Extension and Roundabout Project; and

WHEREAS, additional time is required to complete the design of the project once Right of Way is acquired and wetland permitting is received; and

WHEREAS, Addendum No. 1, as found in Exhibit "A" hereto, provides for the extension of the term of the Agreement from December 31, 2018, to December 31, 2019, at no additional cost to the City, as more fully explained in the Memorandum from City Engineer Kris Riemann which is attached here to as a part of 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 proposed Addendum No. 1 to the Agreement between Brown, Mitchell & Alexander, Inc.,, as contained in Exhibit "A" hereto, for engineering services in connection with the Airport Road Extension and Roundabout Project be and the same is hereby

found to be in the best interest of the City and is approved, and the Mayor be, and he is hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES	**NAYS**	**ABSENT**

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

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

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

_____

MAYOR

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Linda Elias, Finance

Wayne Miller, P.E., Public Works

From: Kris Riemann, P.E. RKR

Date: 8/16/18

Re: **Recommendation to Approve Addendum No. 1 to Engineering Services Agreement**

- Airport Road Extension to Washington Avenue

- STP-9156-00(001) LPA/107222-701000

Attached for your consideration is Addendum No. 1 to the Contract Agreement for Engineering Services with Brown, Mitchell, and Alexander, Inc. for the referenced project. The addendum extends the current contract time from December 31, 2018 to December 31, 2019. There is NO cost for this change. This request will provide adequate time to complete design of the Project once Right of Way acquisitions and wetland permitting is completed. The scope of the services includes, but is not limited to, environmental studies, field surveying, roadway/pedestrian design, landscaping, streetlights, pedestrian/traffic signal design, and preparation of construction plans.

The project shall be designed to 4-lane Airport Road and to install a roundabout at Washington Avenue.

I recommend approval, contingent on the approval of the Mississippi Department of Transportation. Please place this item on the September 4, 2018 Council Agenda.

Attachments:
1. Dax Alexander, P.E., letter dated 8/15/18
2. Contract Addendum No. 1 for Engineering Services

BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS

RECEIVED 8/16

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

796 Vieux Marche, 2nd Floor
Biloxi, MS 39530
228-436-7612

3103 Pascagoula Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

August 15, 2018

Mr. Robert K. Riemann, P.E.
Director of Engineering
City of Gulfport
4050 Hewes Avenue
Gulfport, Mississippi 39507

RE: City of Gulfport Airport Road Extension & Roundabout Project
Project No. STP-9156-00(001) LPA/107222-701000

Dear Mr. Riemann:

Three (3) originals of the ***Addendum to Extend Time LPA Professional Services Contract by and Between City of Gulfport & Brown, Mitchell & Alexander, Inc.*** for the above referenced project are attached for your review and forwarding to City Council for approval. This request is to extend the contract ending date from December 31, 2018 until December 31, ,2019. This request will provide adequate time to complete design of the Project once ROW acquisitions and wetland permitting are completed.

The Contracts Administration section of MDOT has reviewed and approved a draft of the Time Extension request. Therefore, once the Addendum to Extend Time has been approved and executed by the City of Gulfport, one original is for Gulfport; one original for BMA; and the third original is to be transmitted to the Contracts Administration section of MDOT (Scott Ehrgott).

If you should have any questions, please contact either myself or Ben Smith, P.E., Project Engineer. As always, it is a pleasure working with you and the City of Gulfport.

Sincerely,

Dax Alexander

Dax Alexander, P.E.
Principal

Enclosures

CELEBRATING 50 YEARS

O:\lorrie\ProjectFiles\City of Gulfport\3470 Airport - Washington Roundabout\Addendum Time Extension trnsml 8.15.18.doc

ADDENDUM TO EXTEND TIME
LPA PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN
City of Gulfport
& Brown, Mitchell & Alexander, Inc.

ORIGINAL

This Addendum is made a part of that Professional Services Contract entered into by and between the City of Gulfport (known as the "LPA") and Brown, Mitchell & Alexander, Inc. (Known as the "CONSULTANT"), whose address is 401 Cowan Road Suite A, Gulfport, MS 39507 signed by CONSULTANT on November 21, 2016, and signed by LPA on January 9, 2017

WHERAS, in consideration of the agreement of the Parties hereto to modify the original Professional Services Contract between them, the City of Gulfport and ***Brown, Mitchell & Alexander, Inc.***, do by entering into this Addendum mutually agree to amend ARTICLE III. CONTRACT TERM of the original contract as aforedescribed herein, in order to extend the Contract Term or period of performance of the Professional Services Contract for an additional twelve (12) months**,** and said Professional Services Contract is amended as set out below:

> ARTICLE III. CONTRACT TERM: The CONTRACT ending date as shown in this Article for Brown, Mitchell & Alexander, Inc. for ***Airport Road Extension & Roundabout Project,*** **STP-9156-000(001) LPA/107222-701000, Harrison County** will change from December 31, 2018***, at 11:59 P.M.*** to December 31, 2019***, at 11:59 P.M..***

Except as provided herein, all other terms and conditions set forth in the original Professional Services Contract of the parties, and not in conflict with this Addendum, shall remain in full force and effect.

WITNESS this my signature in execution hereof, this the_____ day of _____ 2018.

_____
Honorable Billy Hewes, Mayor, City of Gulfport

WITNESS this my signature in execution hereof, this the 15th day of August 2018.

Dax Alexander
Dax Alexander, P.E., President

Attested By:
L McCampbell

Address: 401 Cowan Rd Ste A
Gulfport MS 39507

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 08/24/2018

Subject: Resolution - approving Change Order #3 to Contract with SCI, Inc., for the Benefield Sewer Improvements Project, and authorizing the Mayor to execute said Change Order, and for related purposes.

Recommendation:

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE CHANGE ORDER #3 TO CONTRACT WITH SCI, INC., FOR THE BENEFIELD SEWER IMPROVEMENTS PROJECT, TO AUTHORIZE THE MAYOR TO EXECUTE SAID CHANGE ORDER AND FOR RELATED PURPOSES

WHEREAS, SCI, Inc. was awarded the contract for the Benefield Sewer Improvements Project which includes the removal, replacement and rehabilitation of the existing sanitary sewer system; and

WHEREAS, certain and various changes to the contract as more fully set forth in the attached Change Order #3 (which is attached hereto as a part of Exhibit "A"), resulting in a DECREASE in costs ($1,430.82), which reflects the actual quantities and items used during the construction of this project, as more fully described in the memorandum from the City Engineer, Kris Riemann; and

WHEREAS, the Project Engineer (Pickering Firm, Inc.) and Kris Riemann, City Engineer, have recommended approval of Change Order #3; and

WHEREAS, approval of Change Order #3 is in the best interest of the City of Gulfport.

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

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

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

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

SECTION 4. That the DECREASE 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 - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: August 29, 2018

Re: **Request to Approve Change Order #3 (Summary)**
Benefield Area Sewer Improvements

Please see attached letters of recommendation from Cara Wagner, P.E. with Pickering Firm and Kris Riemann, City Engineer, requesting approval of Summary Change Order #3 for a deductive amount of $1,430.82. No additional time is being requested.

The change order is necessary to reflect actual quantities and items used during the construction of the project.

Original Contract Amount	$1,134,548.80
Change Order #1 – approved 11-07-2017	$7,755.00
Change Order #2 – approved 05-08-2018	$22,556.70
Change Order #3 -	($1,430.82)
Total Contract Price	**$1,163,429.68**

It is my recommendation that you approve this request. Thank you for your consideration.

Memorandum – City of Gulfport

To: Mayor Billy Hewes

CC: Dr. John Kelly, CAO

Linda Elias, Finance

Wayne Miller, P.E., Public Works

From: Kris Riemann, P.E. RKR

Date: 8/24/18

Re: **Change Order Number 3 (Summary)**

-Benefield Area Sewer Improvements

Attached for your consideration is the referenced summary change order number 3, in the deductive amount of $1,430.82 and 0 calendar days of time. This change is necessary to reflect the actual quantities and items used during the construction of this project.

The project includes removal and replacement and rehabilitation of the existing sanitary sewer system including: removal of 7,850 linear feet of existing sewer pipe, 25 existing manholes, and abandonment of 650 linear feet of existing sewer pipe; installation of 50 linear feet of force main, 6,375 linear feet of new gravity main, and 33 new manholes; rehabilitation of 2,440 linear feet of existing sewer main by Cured-In-Place pipe, 76 service connections to be tested and sealed by chemical grouting, and 340 vertical feet of manholes to be lined.

The project is funded by the 2014 Bond Issue. The firm of Pickering Firm, Inc. has completed the Engineering design and has performed the inspection.

I recommend approval of the change order. Please place this item on the September 4, 2018 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments:
1. Cara Wagner, P.E., letter dated 8/22/18
2. Change Order No. 3

Pickering

Service and Good Work...
Our Foundation, Our Future
Since 1946

RECEIVED 8/22 SB

August 22, 2018

Mr. Kris Riemann, PE
Director of Engineering
City of Gulfport
4050 Hewes Ave
Gulfport, MS 39507

Re: Sewer Project 1-2 Benefield Sewer
Change Order No. 3 (Summary), Pay Application No. 11 (Final), & Close-out Documents

Kris:

SCI, Inc. has completed construction of the above referenced project and all punch list items. Please find the enclosed final documents for your review and approval.

- Two (2) Signed Change Order No. 3 (Summary) with the following attachments:
  - Change Order No. 3-Cost Breakdown
  - Benefield Sewer Construction Cost Summary
- Two (2) Signed Pay Application No. 11 (Final)

Pickering is recommending approval of Change Order No. 3 (Summary) for -$1,430.82 to the contract. This will decrease the contract amount from $1,164,860.50 to $1,163,429.68. Substantial completion date remains June 9, 2018. Pickering is also recommending approval of Pay Application No. 11 (Final) in the amount of $34,144.82. Please review and place Change Order No. 3 (Summary) and Pay Application No. 11 (Final) on the Agenda for the next City Council meeting.

Also enclosed for you records are the following close-out documents as required by the contract documents:

- Certificate of Insurance reflecting Completed Operations Coverage
- Consent of Surety to Final Payment
- Contractor's Affidavit of Release of Lien
- Contractor's Affidavit of Payment of all Debts and Claims
- Asbuilt drawings
- Disk with copies of all above referenced attachments and other relevant project information.

Should you need any additional information or clarification, please, contact me at (228) 432-5925 or email: cwagner@pickeringfirm.com.

Sincerely,
PICKERING FIRM, INC.

Cara Wagner, PE

CC: SCI, Inc.

126 Rue Magnolia • Biloxi, MS 39530
Phone: 228.432.5925 • Fax: 228.432.5928

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 3-Summary

Date of Issuance: 7/23/18	Effective Date: 8/7/18
Owner: City of Gulfport	Owner's Contract No.: (PO#) 18446
Contractor: SCI, Inc.	Contractor's Project No.: 17-135
Engineer: Pickering Firm, Inc.	Engineer's Project No.: 24468.03
Project: Sewer Project 1-2, Benefield Sewer	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Final quantity adjustment to reflect actual quantities used during construction.

Attachments: *Change Order No. 3 Cost Breakdown & Construction Cost Summary*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $1,134,548.80	Original Contract Times: Substantial Completion: April 20, 2018 Ready for Final Payment: _____
Increase from previously approved Change Orders No. 1 to No. 2 : $30,311.70	Increase from previously approved Change Orders No. 1 to No. 2 : Substantial Completion: 50 days Ready for Final Payment: _____ days
Contract Price prior to this Change Order: $1,164,860.50	Contract Times prior to this Change Order: Substantial Completion: June 9, 2018 Ready for Final Payment: _____ days or dates
Decrease of this Change Order: $1,430.82	Increase of this Change Order: Substantial Completion: N/A Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: $1,163,429.68	Contract Times with all approved Change Orders: Substantial Completion: June 9, 2018 Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: [signature]	By: _____	By: [signature]
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Engineer	Title: _____	Title: General Manager
Date: 8/13/18	Date: _____	Date: 8-1-18

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

GULFPORT, MISSISSIPPI

BENEFIELD SEWER
CHANGE ORDER NO. 3
COST BREAKDOWN

CHANGE ORDER NO. 3
SCI, INC.

Justification:

1. Final quantity adjustment to reflect actual quantities used during construction

The following new bid item shall be added to the contract

Item No.	Quantity	Unit	Description	Unit Price	Amount of Increase
12	2	EA	Repair Liner in SMH for Added Castings	$750.00	$1,500.00

The Total Increase For New Bid Item: **$1,500.00**

Increase to Contract Bid Items:

Item No.	Quantity	Unit	Description	Unit Price	Amount of Increase
02050-A	342	SY	Removal of Pavement (All Types and Thicknesses)	$3.00	$1,026.00
02050-C	28	LF	Removal of Curb and Gutter	$7.00	$196.00
02050-D	86	SY	Removal of Concrete Driveway	$6.50	$559.00
02050-G	140	CY	Removal of Unsuitable Soils From Job Site	$8.30	$1,162.00
02050-I	98	LF	Remove Existing Sewer Pipes (24" and smaller)	$3.00	$294.00
02221-A	94	CY	Select Bedding Material (PM)	$18.00	$1,692.00
02221-B	39	CY	Select Foundation Material (PM)	$95.00	$3,705.00
02234-A	357	SY	Crushed Limestone Sub-base or Lime and Fly-Ash Treated Course	$10.50	$3,748.50
02512-A	216.04	SY	Hot Bituminous Pavement (MDOT ST, 12.5 mm mix) (2" thick) (PM	$12.60	$2,722.10
02520-A	7.5	CY	Low Pressure Portland Cement Grout	$170.40	$1,278.00
02521-A	28	LF	Mountable Curb and Gutter	$24.00	$672.00
02522-B	86	SY	Concrete Driveway	$61.00	$5,246.00
02730-A-1	40	LF	8" PVC Sewer Pipe (0' to 6' Cut)	$24.60	$984.00
02730-C	2	EA	8" Main Line Wye	$135.30	$270.60
02730-D	52	LF	6" Sewer Service Pipe	$21.80	$1,133.60
02730-L	3	EA	Raise and Replace Twist-on Cap and Adapter on Cleanout	$226.00	$678.00
02731-A-3	2	EA	48" Sewer Manhole (8' to 12' Cut)	$2,337.10	$4,674.20
02731-B	0.44	VF	Interior Protective Coating	$210.00	$92.40
02731-C	1	EA	Watertight Manhole Cover	$480.00	$480.00
02731-E	1	EA	Connect to Existing Manhole	$600.00	$600.00
02738-C-1	1	EA	Adjustment of Existing Manhole Casting in Paved Area (Up to 12")	$663.30	$663.30
02738-G	2	EA	Remove Manhole Casting and Replace with Watertight Casting in..	$664.40	$1,328.80

The Total Increase For Contract Bid Items **$33,205.50**

GULFPORT, MISSISSIPPI

BENEFIELD SEWER
CHANGE ORDER NO. 3
COST BREAKDOWN

CHANGE ORDER NO. 3
SCI, INC.

Decrease to Contract Bid Items

Item No.	Quantity	Unit	Description	Unit Price	Amount of Decrease
02050-B	1883	LF	Sawcut (All Types and Thicknesses)	$1.00	$1,883.00
02050-E	5	SY	Removal of Sidewalk	$20.00	$100.00
02050-H	2	EA	Removal of Sewer Manholes	$600.00	$1,200.00
02050-L	31	LF	Remove and Replace Fence (All Types)	$21.10	$654.10
02050-N	21	SY	Removal of Limestone Driveways/Alleys	$2.00	$42.00
02234-B	18	CY	Limestone Granular Base Course for Driveways (FM)	$95.00	$1,710.00
02234-C	8	SY	Geotextile Fabric	$0.30	$2.40
02295-B	1	EA	Straw Wattles	$30.00	$30.00
02522-A	5	SY	Concrete Sidewalk	$55.00	$275.00
02581-A	1	LS	Thermoplastic Traffic Markings	$3,000.00	$3,000.00
02730-A-11	10	LF	12" PVC Sewer Pipe (8' to 10' Cut)	$50.80	$508.00
02730-B	10	LF	8" Ductile Iron Sewer Pipe	$111.50	$1,115.00
02730-I	1	EA	Replace Push-on Cap on Cleanout	$146.00	$146.00
02730-J	1	EA	Replace Twist-on Cap on Cleanout	$134.00	$134.00
02730-K	1	EA	Replace Twist-on Cap and Adapter on Cleanout	$158.00	$158.00
02733-B	0.0026	TON	Force Main Fittings	$16,560.00	$43.06
02735-A	136.5	LF	Clean and Video Existing Sewer Main	$2.10	$286.65
02736-A	4.7	LF	8" Cured-In-Place Pipe (CIPP)	$30.20	$141.94
02739-A	1	EA	Sewer Main Point Repair (PVC) (5'-10' Cut)	$10,127.10	$10,127.10
02741-B	25	EA	Packer Injection Grouting of Lateral Connections in Mainline Sewe	$143.00	$3,575.00
02741-C	228.27	GAL	Chemical Grout	$13.20	$3,013.16
02738-B	13.57	VF	Non-Structural Manhole Rehabilitation (150 mils)	$258.80	$3,511.92
02752-A	100	SY	Riprap	$44.80	$4,480.00

The Total Decrease For Contract Bid Items: **$36,136.33**

The Total Decrease To The Contract Amount Is: **-$1,430.82**

Description	Unit	Qty	Unit Cost	Extension	CO1 Qty	CO1 Extension	CO2 Qty	CO2 Extension	Total Qty with CO1 & CO2	Total Extension with CO1 & CO2	CO3 Qty (Summary)	CO3 Extension (Summary)	Total Qty with COs	Tol
Mobilization	LS	1	$105,413.60	$105,413.60					1.00	$105,413.60			1.00	
Removal of Pavement (All Types and Thicknesses)	SY	5,065	$3.00	$15,195.00					5065.00	$15,195.00	342.00	$1,026.00	5407.00	
Sawcut (All Types and Thicknesses)	LF	7,335	$1.00	$7,335.00					7335.00	$7,335.00	(1883.00)	($1,883.00)	5452.00	
Removal of Curb and Gutter	LF	15	$7.00	$105.00					15.00	$105.00	28.00	$196.00	43.00	
Removal of Concrete Driveway	SY	320	$6.50	$2,080.00					320.00	$2,080.00	86.00	$559.00	406.00	
Removal of Sidewalk	SY	5	$20.00	$100.00					5.00	$100.00	(5.00)	($100.00)	0.00	
Removal of Unsuitable Soils From Job Site	CY	730	$8.30	$6,059.00			670.00	$5,561.00	1400.00	$11,620.00	140.00	$1,162.00	1540.00	
Removal of Sewer Manholes	EA	25	$600.00	$15,000.00			3.00	$1,800.00	28.00	$16,800.00	(2.00)	($1,200.00)	26.00	
Remove Existing Sewer Pipes (24" and smaller)	LF	7,920	$3.00	$23,760.00			(2190.00)	($6,570.00)	5730.00	$17,190.00	98.00	$294.00	5828.00	
Remove and Replace Fence (All Types)	LF	290	$21.10	$6,119.00					290.00	$6,119.00	(31.00)	($654.10)	259.00	
Remove and Replace Brick Pavers	SY	12	$30.00	$360.00					12.00	$360.00			12.00	
Removal of Limestone Driveways/Alleys	SY	480	$2.00	$960.00			230.00	$460.00	710.00	$1,420.00	(21.00)	($42.00)	689.00	
Clearing and Grubbing (PM)	AC	0.70	$8,000.00	$5,600.00					0.70	$5,600.00			0.70	
Select Bedding Material (PM)	CY	540	$18.00	$9,720.00			757.00	$13,626.00	1297.00	$23,346.00	94.00	$1,692.00	1391.00	
Select Foundation Material (PM)	CY	190	$95.00	$18,050.00			(80.00)	($7,600.00)	110.00	$10,450.00	39.00	$3,705.00	149.00	
Crushed Limestone Sub-base or Lime and Fly-Ash Treated Course for Cuts in the Street R.O.W. (FM)	SY	5,050	$10.50	$53,025.00					5050.00	$53,025.00	357.00	$3,748.50	5407.00	
Limestone Granular Base Course for Driveways (FM)	CY	100	$95.00	$9,500.00					100.00	$9,500.00	(18.00)	($1,710.00)	82.00	
Geotextile Fabric	SY	5,050	$0.30	$1,515.00			(4450.00)	($1,335.00)	600.00	$180.00	(8.00)	($2.40)	592.00	
Silt Fence	LF	885	$3.50	$3,097.50			(885.00)	($3,097.50)	0.00	$0.00			0.00	
Straw Wattles	EA	30	$30.00	$900.00			(15.00)	($450.00)	15.00	$450.00	(1.00)	($30.00)	14.00	
Hot Bituminous Pavement (MDOT ST, 12.5 mm mix) (2" thick) (PM)	SY	8,770	$12.60	$110,502.00			930.00	$11,718.00	9700.00	$122,220.00	216.04	$2,722.10	9916.04	
Low Pressure Portland Cement Grout	CY	9	$170.40	$1,533.60			11.00	$1,874.40	20.00	$3,408.00	7.50	$1,278.00	27.50	
Mountable Curb and Gutter	LF	15	$24.00	$360.00					15.00	$360.00	28.00	$672.00	43.00	
Concrete Sidewalk	SY	5	$55.00	$275.00					5.00	$275.00	(5.00)	($275.00)	0.00	
Concrete Driveway	SY	320	$61.00	$19,520.00					320.00	$19,520.00	86.00	$5,246.00	406.00	
Thermoplastic Traffic Markings	LS	1	$3,000.00	$3,000.00					1.00	$3,000.00	(1.00)	($3,000.00)	0.00	
6" Ductile Iron Water Main	LF	15	$65.10	$976.50			(15.00)	($976.50)	0.00	$0.00			0.00	
14" Steel Casing (Open Cut)	LF	50	$116.00	$5,800.00					50.00	$5,800.00			50.00	
8" PVC Sewer Pipe (0' to 6' Cut)	LF	3,818	$24.60	$93,922.80			(28.00)	($688.80)	3790.00	$93,234.00	40.00	$984.00	3830.00	
8" PVC Sewer Pipe (6' to 8' Cut)	LF	571	$33.90	$19,356.90			78.00	$2,644.20	649.00	$22,001.10			649.00	
8" PVC Sewer Pipe (8' to 10' Cut)	LF	1,425	$40.00	$57,000.00			(387.00)	($15,480.00)	1038.00	$41,520.00			1038.00	
8" PVC Sewer Pipe (10' to 12' Cut)	LF	122	$52.50	$6,405.00					122.00	$6,405.00			122.00	
12" PVC Sewer Pipe (8' to 10' Cut)	LF	385	$50.80	$19,558.00					385.00	$19,558.00	(10.00)	($508.00)	375.00	
8" Ductile Iron Sewer Pipe	LF	55	$111.50	$6,132.50	10.00	$1,115.00	10.00	$1,115.00	75.00	$8,362.50	(10.00)	($1,115.00)	65.00	
8" Main Line Wye	EA	48	$135.30	$6,494.40					48.00	$6,494.40	2.00	$270.60	50.00	
6" Sewer Service Pipe	LF	1,728	$21.80	$37,670.40			(203.00)	($4,425.40)	1525.00	$33,245.00	52.00	$1,133.60	1577.00	
Sewer Cleanout	EA	64	$260.00	$16,640.00			8.00	$2,080.00	72.00	$18,720.00			72.00	
Replace Push-on Cap on Cleanout	EA	4	$146.00	$584.00					4.00	$584.00	(1.00)	($146.00)	3.00	
Replace Twist-on Cap on Cleanout	EA	5	$134.00	$670.00					5.00	$670.00	(1.00)	($134.00)	4.00	
Replace Twist-on Cap and Adapter on Cleanout	EA	8	$158.00	$1,264.00					8.00	$1,264.00	(1.00)	($158.00)	7.00	
Raise and Replace Twist-on Cap and Adapter on Cleanout	EA	7	$226.00	$1,582.00					7.00	$1,582.00	3.00	$678.00	10.00	
48" Sewer Manhole (0' to 4' Cut)	EA	3	$1,418.70	$4,256.10					3.00	$4,256.10			3.00	
48" Sewer Manhole (4' to 8' Cut)	EA	22	$1,656.30	$36,438.60					22.00	$36,438.60			22.00	
48" Sewer Manhole (8' to 12' Cut)	EA	8	$2,337.10	$18,696.80					8.00	$18,696.80	2.00	$4,674.20	10.00	
Interior Protective Coating	VF	32	$210.00	$6,720.00					32.00	$6,720.00	0.44	$92.40	32.44	
Watertight Manhole Cover	EA	33	$480.00	$15,840.00					33.00	$15,840.00	1.00	$480.00	34.00	
8" Drop Assembly	EA	7	$535.40	$3,747.80			(3.00)	($1,606.20)	4.00	$2,141.60			4.00	
Connect to Existing Manhole	EA	9	$600.00	$5,400.00					9.00	$5,400.00	1.00	$600.00	10.00	
4" Pressure Sewer Main	LF	50	$26.70	$1,335.00			(38.00)	($1,014.60)	12.00	$320.40			12.00	
Force Main Fittings	TON	0.05	$16,560.00	$828.00			0.15	$2,484.00	0.20	$3,312.00	(0.0026)	($43.06)	0.1974	
Clean and Video Existing Sewer Main	LF	6,553	$2.10	$13,761.30					6553.00	$13,761.30	(136.50)	($286.65)	6416.50	
Root Removal	EA	3	$262.50	$787.50			(2.00)	($525.00)	1.00	$262.50			1.00	
Protruding Service Lateral Removal	EA	3	$262.50	$787.50			(2.00)	($525.00)	1.00	$262.50			1.00	
Preparation and Delivery of Five (5) Copies of Existing Conditions Report	LS	1	$1,050.00	$1,050.00					1.00	$1,050.00			1.00	
4" Cured-In-Place Pipe (CIPP)	LF	2,440	$30.20	$73,688.00					2440.00	$73,688.00	(4.70)	($141.94)	2435.30	
Cut and Brush Service Laterals	EA	26	$1.10	$28.60					26.00	$28.60			26.00	
Sewer Main Point Repair (PVC) (5'-10' Cut)	EA	1	$10,127.10	$10,127.10					1.00	$10,127.10	(1.00)	($10,127.10)	0.00	
Testing of Lateral Connections in Mainline Sewers	EA	76	$330.00	$25,080.00					76.00	$25,080.00			76.00	
Packer Injection Grouting of Lateral Connections in Mainline Sewers	EA	76	$143.00	$10,868.00					76.00	$10,868.00	(25.00)	($3,575.00)	51.00	
Chemical Grout	GAL	380	$13.20	$5,016.00					380.00	$5,016.00	(228.27)	($3,013.16)	151.73	
Non-Structural Manhole Rehabilitation (150 mils)	VF	340	$258.80	$87,992.00					340.00	$87,992.00	(13.57)	($3,511.92)	326.43	
Adjustment of Existing Manhole Casting in Paved Area (Up to 12")	EA	6	$663.30	$3,979.80					6.00	$3,979.80	1.00	$663.30	7.00	
Adjustment of Existing Manhole Casting in Grassed Area (Up to 12")	EA	9	$413.30	$3,719.70			2.00	$826.60	11.00	$4,546.30			11.00	
Remove Manhole Casting and Replace with Watertight Casting in Paved Area	EA	12	$914.40	$10,972.80					12.00	$10,972.80			12.00	
Remove Manhole Casting and Replace with Watertight Casting in Grassed Area	EA	5	$664.40	$3,322.00					5.00	$3,322.00	2.00	$1,328.80	7.00	
Riprap	SY	100	$44.80	$4,480.00					100.00	$4,480.00	(100.00)	($4,480.00)	0.00	
Plant Establishment (Seeding)	AC	0.70	$4,000.00	$2,800.00					0.70	$2,800.00			0.70	
Maintenance of Traffic	LS	1.00	$89,685.00	$89,685.00					1.00	$89,685.00			1.00	

Description	Unit	Qty	Unit Cost	Extension	CO1 Qty	CO1 Extension	CO2 Qty	CO2 Extension	Total Qty with CO1 & CO2	Total Extension with CO1 & CO2	CO3 Qty (Summary)	CO3 Extension (Summary)	Total Qty with COs	To
Removal of Existing Conflict Box	EA	-	$600.00	$0.00	1.00	$600.00			1.00	$600.00			1.00	
Removal of Existing Drainage Pipe	LS	-	$300.00	$0.00	1.00	$300.00			1.00	$300.00			1.00	
Conflict Box (4'x6') w/Casting	EA	-	$3,480.00	$0.00	1.00	$3,480.00			1.00	$3,480.00			1.00	
Concrete Collar	EA	-	$1,500.00	$0.00	1.00	$1,500.00			1.00	$1,500.00			1.00	
36" RCP Drain Pipe	LS	-	$760.00	$0.00	1.00	$760.00			1.00	$760.00			1.00	
4'x3' Grate Inlet	EA	-	$3,450.00	$0.00			1.00	$3,450.00	1.00	$3,450.00			1.00	
24" RCP	LF	-	$98.00	$0.00			48.00	$4,704.00	48.00	$4,704.00			48.00	
24" FES	EA	-	$860.00	$0.00			1.00	$860.00	1.00	$860.00			1.00	
8" PVC Sewer Pipe (12' to 14' Cut)	LF	-	$66.25	$0.00			150.00	$9,937.50	150.00	$9,937.50			150.00	
12" Main Line Wye	EA	-	$322.00	$0.00			5.00	$1,610.00	5.00	$1,610.00			5.00	
4" Force Main Drop Assembly	EA	-	$1,050.00	$0.00			2.00	$2,100.00	2.00	$2,100.00			2.00	
Repair Liner in SMH for Added Castings	EA	-	$750.00	$0.00							2.00	$1,500.00	2.00	
			TOTAL	$1,134,548.80		$7,755.00		$ 22,556.70		$1,164,860.50		($1,430.82)		$

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 08/29/2018

Subject: Resolution - approving Certificate of Substantial Completion of Repair of Damages to Piers caused by Hurricane Nate 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: August 29, 2018

Re: **Repair of Damages to Piers Caused by Hurricane Nate**
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 August 17, 2018.

It is my recommendation that you approve this request. Thank you for your consideration.

BROWN, MITCHELL & ALEXANDER, INC.
CONSULTING ENGINEERS

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

796 Vieux Marche, 2nd Floor
Biloxi, MS 39530
228-436-7612

3103 Pascagoula Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

August 24, 2018

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

RE: Repair of Damages to Piers Caused by Hurricane Nate
Gulfport, Mississippi

Dear Mr. Wesson:

Please find enclosed three (3) originals of the Certificate of Substantial Completion for the referenced project.

Please forward all originals for approval and signature and return two (2) to our office for further distribution. Should you have any questions or comments, please feel free to contact me at (228) 864-7612.

Sincerely,

Christopher A. Williams, P.E.
Project Engineer

Enclosures

p:\3383-30 piers\x2\cog certificate of substantial completion transmittal.doc

CELEBRATING 50 YEARS

CERTIFICATE OF SUBSTANTIAL COMPLETION

City of Gulfport

Repair of Damages to Piers Caused by Hurricane Nate
BMA Project # 13-3383A-30

DATE OF ISSUANCE: August 24, 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.: N/A ENGINEER'S PROJECT NO.: 13-3383A-30

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

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

August 17, 2018
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within THIRTY (30) days of the issuance of this Certification of 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 August 17, 2018.

CONTRACTOR: Contractor to complete the attached list of items to be corrected or completed and provide one full year warranty beginning August 17, 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 8/29/18.

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: August 24, 2018

Attendees: Chris Williams (BMA), Jim Featherston (BMA), Ed Hayden (City of GPT), Dike Parnell (Parnell Const)

LIST OF ITEMS TO BE COMPLETED OR CORRECTED:

The following are punch list items for Ken Combs Pier:

- Remove old decking boards, scrap timber, lag bolts and screws
- Be sure all screws are countersunk into decking boards
- Install new Pile Caps
- Saw cut ends of decking boards flush
- Replace 2 identified decking boards on pier
- Replace approximately 34 old decking boards at end of pier on the east side
- Install new handrails upon delivery of material
- Be sure that transition between new decking boards and old decking boards is in compliance (flush with no lip)

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 08/22/2018

Subject: Resolution - authorizing the Gulfport Police Department to apply for the FY18 Homeland Security Grant.

Recommendation:

Memorandum

To: Mayor Billy Hewes

From: Chief Leonard Papania

Date: August 22, 2018

Re: Permission to Apply for 2018 Homeland Security Grant

Subject: Permission to apply for Bollards through the Homeland Security Department. This grant will allow the Police Department to purchase the reader equipment and it is 100% federally funded.

After the grant is approved by Homeland and the City is allowed to purchase this equipment it will be placed in a central location in the City. This does not include installation costs.

Your consideration of this request is greatly appreciated.

CONFIDENTIAL

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Police Department

Date: 08/14/2018

Subject: Resolution - authorizing a Donation of Funds to the Climb Community Development Corporation, pursuant to Miss Code Ann. § 21-19-65 and 21-17-1(8) (Rev. 2015), and for related purposes.

Recommendation:

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE A DONATION OF FUNDS TO THE CLIMB COMMUNITY DEVELOPMENT CORPORATION PURSUANT TO MISS. CODE ANN. §§ 21-19-65 and 21-17-1(8) (REV. 2015), AND FOR RELATED PURPOSES

WHEREAS, pursuant to Miss. Code Ann. § 21-19-65 (Rev. 2015), a municipality may "expend monies from the municipal general fund to match any other funds for the purpose of supporting social and community service programs including, but not limited to, juvenile residential treatment centers; juvenile and half-way houses; prenatal care facilities; child day care facilities; mentally ill and alcoholics half-way houses; child and adult emergency shelters; elderly home health aides programs"; and

WHEREAS, pursuant to Miss. Code Ann. § 21-17-1(8) (Rev. 2015), a municipality may "expend municipal funds to match any state, federal or private funding or any program administered by … any nonprofit organization that is exempt under 26 USCS Section 501(c)(3) from paying federal income tax"; and

WHEREAS, the City of Gulfport desires to donate matching funds, in the amount of $8,346.00 to Climb Community Development Corporation ("Climb CDC"), a social and community service program (as contemplated by Miss. Code Ann. § 21-19-65) and a tax exempt nonprofit organization (as contemplated by Miss. Code Ann. § 21-17-1(8) to match funding received by Climb CDC from a local Family Foundation that wished to remain anonymous ($10,000.00) (documentation reviewed by the City's Legal Department); and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such donation and that making the aforementioned donation, which shall be paid out of available funds in the general fund of the City, is in the best interest of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to donate municipal matching funds, via special check which is hereby authorized, in the amount of $8,346.00 to Climb CDC.

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

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Leonard Papania

Date: August 14, 2018

Re: **Request to Donate Funds to Climb CDC (Community Development Corporation)**

This letter is a request for the Gulfport Police Department to donate $8,346.00 to Climb CDC (Community Development Corporation) in accordance with the Guide to Equitable Sharing, Permissible Uses, Item k. Support of Community-based organizations.

The funds will be utilized for training that will benefit the Gulfport Community by identifying high risk youth and connecting them with appropriate services which will assist the police department with crime reduction.

Climb Community Development Corporation is a 501 (c) (3) non-profit, community based organization whose mission is consistent with law enforcement efforts and initiatives. This organization provides job skills programs to youth in the community.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: AUG 17 2011

YBGC INC
360 WYLIE DRIVE STE 305
NORMAL, IL 61761

Employer Identification Number:
27-3198260
DLN:
300356061
Contact Person:
DIANE M GENTRY ID# 31361
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
September 8, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

AUG 22 2011

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0046

In reply refer to: 0423256148
Jan. 22, 2013 LTR 252C 0
27-3198260 000000 00
00004130
BODC: TE

CLIMB COMMUNITY DEVELOPMENT
CORPORATION
% BOBBY HENSLEY
1223 30TH AVE STE A
GULFPORT MS 39501

022545

Taxpayer Identification Number: 27-3198260

Dear Taxpayer:

Thank you for your Form 990.

We have changed the name on your account as requested. The number shown above is valid for use on all tax documents.

If you need forms, schedules, or publications, you may get them by visiting the IRS website at www.irs.gov or by calling toll-free at 1-800-TAX-FORM (1-800-829-3676).

If you have any questions, please call us toll free at 1-877-829-5500.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number ( )_____ Hours_____

Sincerely yours,

Sheila Bronson

Sheila Bronson
Dept. Manager, Code & Edit/Entity 3

Enclosure(s):
Copy of this letter

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 08/27/2018

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

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist

Date: August 24, 2018

Re: **Request Permission to Purchase Promotional Items**
Urban Development

The Urban Development Department is requesting your permission to purchase promotional items to distribute for educational purposes and community outreach. The amount requested is not to exceed $800.00 and will be funded through the advertisement line item as previously budgeted.

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 FOR RELATED PURPOSES

WHEREAS, the Urban Development Department regularly participates in educational functions and community outreach for, 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 $800.00 for the purchase of the items identified in the attached request 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 amount of $800.00, payable in payment to the entity listed on the attached requests to purchase.

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

Purchase Request

City of Gulfport

DATE 24-Aug-18

PO #

REQUESTOR

SUGGESTED VENDOR Crestline

DEPT [ ] Bldg. Code Services - G. Anderson

VENDOR #

[ ] Code Enforcement - Randy Beaugez

POC

PHONE # 228-896-2106

[X] Planning & Zoning - G. Holmes

FAX #

ACCT #

REQU. #

LINE	QTY	UOM	ITEM #	DESCRIPTION	UNIT COST	EXTENDED COST
1	1		121168	Setup charge	$ 55.00	$ 55.00
2	100		121168	Wave Drawstring Backpack - Blue	$ 1.44	$ 144.00
3	1		107540	Setup charge	$ 52.00	$ 52.00
4	100		107540	Deluxe Imprinted Lanyards - Red	$ 1.69	$ 169.00
5	1		102385	Setup charge	$ 46.00	$ 46.00
6	250		102385	Chameleon Cups - Frost to Blue	$ 0.86	$ 215.00
7	1		105589	Setup charge	$ 12.00	$ 12.00
8	250		105589	Traditional Easy Writer Pen - Red	$ 0.40	$ 100.00
9						$ -
10						$ -
11						$ -
12						$ -
13						$ -
14						$ -

SHIPPING INFO

FREIGHT / SHIPPING

TOTAL $793.00

COMMENTS / JUSTIFICATION

Requestor Signature

Date

Authorized Signature

Date

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
City Council

Date: 08/23/2018

Subject: Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at the 2018 Port City Bowl, and for related purposes.

Recommendation:

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT AT THE 2018 PORT CITY BOWL, AND FOR RELATED PURPOSES

WHEREAS, the Port City Bowl, a season kick off night of football featuring Gulfport High School and Harrison Central High School, was played on August 17, 2018, and drew approximately 10,000 persons to the City of Gulfport and its environs; and

WHEREAS, the City of Gulfport receives priceless advertising of its opportunities, possibilities and resources as a result of the Port City Bowl, which is hoped to become an annual event hosted, in alternating years, by Gulfport High School and Harrison Central High School; 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 show appreciation and promote the City of Gulfport to individuals from around the State who attend the two football games; 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 $5,000.00 to support the Port City Bowl 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 its Mayor, is hereby authorized to expend municipal funds in the amount of Five Thousand Dollars ($5,000.00), via special check (if necessary),

payable to Harrison County School District for the 2018 Port City Bowl to be used to advertise the event and the City of Gulfport for the reasons set forth in the Preamble hereto.

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

Harrison County School District
Athletic Department

11072 Highway 49 Gulfport, MS 39503
Telephone: (228)539-6500 Facsimile: (228)539-6507
Roy Gill, Superintendent of Education Bobby Trosclair, Athletic Director

August 8, 2018

Mr. R. Lee Flowers
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

Mr. Flowers and the City of Gulfport:

On behalf of the Athletic Departments of the Harrison County School District and the Gulfport School District, I request the support of the City of Gulfport for our event again this fall. Harrison Central High School and Gulfport High School will host the "*Port City Bowl.*"

The *Port City Bowl* is a high school football doubleheader scheduled for Friday, August 17, 2018 at Earl B. Phillips Stadium in Lyman. Harrison Central will host Jefferson Davis Co. High School; Gulfport will play George County. In 2017, Gulfport High School hosted the event at Milner Stadium in Gulfport with your support.

We request a sponsorship in the amount of $5,000 to help underwrite the cost of putting on the *Port City Bowl*. Not only will this event serve as the "kick-off" for the upcoming high school football season, it will draw high school fans from two visiting schools into our community. Jefferson Davis Co. is a newly consolidated school combining Bassfield and Prentiss, that won the state MHSAA state championship in 2017. George Co. has a proud football tradition and is a long-time rival of both GHS and HCHS. Both visiting schools have passionate fan bases that will travel to our city. Last year we had over 10,000 people in attendance and many of those spent the entire weekend on the coast.

We are very excited about our partnership between the two largest high schools in Gulfport. I hope the City of Gulfport will join us in this worthy endeavor.

Sincerely,

Bobby Trosclair
Director of Athletics

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Antoinette White, Administrative Assistant to CAO
Administration

Date: 08/29/2018

Subject: Resolution – approving the temporary closure of municipal right of way for the Morning Star Baptist Church Fall Festival to be held on September 29, 2018, and for related purposes.

Recommendation:

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

A RESOLUTION TO APPROVE THE TEMPORARY CLOSURE OF MUNICIPAL RIGHT OF WAY FOR A LIMITED PERIOD FOR A PUBLIC PURPOSE OR EVENT, AND FOR RELATED PURPOSES

WHEREAS, Miss. Code Ann. § 21-19-15 provides that "[t]he governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality and to prevent injury to, destruction of, or interference with public or private property"; and

WHEREAS, pursuant, therefore to Miss. Code Ann. § 21-19-15 and numerous Mississippi Attorney General opinions concerning the same, the City of Gulfport, Mississippi, may temporary close a municipal right of way for public purposes and/or public events, in order to preserve "good order" and prevent damage to public or private property, so long as alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, from time to time, public events are held around the City, including the event which is the subject of the street closure request letter/memo attached hereto as Exhibit A, which require temporary closure of a public street in order to preserve "good order" and prevent damage to public or private property and where alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, the street closure request letter/memo contains specific and necessary information regarding the portion of public rights of way to be closed temporarily, and the date/s and time/s of said closure so as to allow the City to make an informed decision about the need for the closure; and

WHEREAS, the Mayor and City Council are of the opinion that the right of way closure requested in Exhibit "A" hereto is in the best interest of the City so as to preserve "good order" and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas are available to the public.

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 portion of street identified in Exhibit "A" hereto shall be closed for the date/times identified in Exhibit "A" (or for other city approved date/times as may be required due to rescheduling of the event due to weather or other unforeseen circumstances) in order to preserve "good order" and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas shall be made available to the public.

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

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

AYES **NAYS** **ABSENT**

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

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

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

_____

MAYOR

John H. Whitfield

1316 30th Avenue 228-864-6677
Gulfport, Mississippi 39501 jwhitfield@climbcdc.org

August 24, 2018

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

Re: Request to Close City Streets for Gathering

Dear Mayor Hewes:

I hope and pray that this letter finds you in good health and spirits. As you know, I was recently selected as the new pastor of the Morning Star Baptist Church 2050 Thornton Avenue Gulfport, Mississippi 39501. As my first major undertaking, I thought it a good idea to host a Fall Festival on September 29, 2018, from 10:00 a.m. to 2:00 p.m. The Fall Festival will be an outreach activity designed to reach the youth. We are preparing to feed about 500 children during this event.

To this end, I am requesting that the City grant us permission to close the through-traffic at the intersections of 20th Street and Thornton Avenue, 21st Street and Thornton Avenue and 22nd Street and Thornton Avenue from 9:00 a.m. to 3:00 p.m. This will give us enough time to set up and remove everything. If you desire a diagram to view or photographs of the affected areas, please advise, and I will gladly obtain the same. Although we are requesting to block the aforementioned intersections temporarily, there will remain ample ingress and egress for those persons desiring to enter or leave the affected areas for the short period the Fall Festival is scheduled.

Thank you for your courtesy and consideration and may the Lord, Jesus Christ continue to bless you and to allow you to be a blessing to us all.

Yours in the Service of the Lord,

John H. Whitfield

John H. Whitfield, Pastor
Morning Star Baptist Church

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
Urban Development

Date: 08/23/2018

Subject: Request - to add an Administrative Assistant III position in the Urban Development Department.

Recommendation:

DEPARTMENT OF URBAN DEVELOPMENT

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

William H. Hardy Building
1410 24th Ave.
Gulfport, MS 39501

Memorandum

To: The Honorable Mayor and City Council

From: Greg Pietrangelo, Director of Urban Development

Date: August 23, 2018

Re: Request to add the position of an Administrative Assistant III

I am requesting the addition of an Administrative Assistant III position for the Urban Development Department. In addition, I am requesting defunding one of the Planning Technician positions and moving a portion of that salary to the new Administrative Assistant III. The salary for the new position will be $32,412.80.

Your consideration is greatly appreciated.

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 08/21/2018

Subject: Budget Amendment #51 - to increase operating supplies with funds received from Propertyroom.com.

Recommendation:

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Leonard Papania

Date: August 21, 2018

Re: **Budget Amendment**

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

Check number (35008) amount of $2,031.43

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Line Item	Increase	Increase
Police Revenue 010-502500	2,031.43	
Guns/ Ammo 213-612800		2,031.43
Total	2,031.43	2,031.43

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

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Date	08/24/18
Department #	213	Budget Entry #	2018-51
Department Name	Police Department		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel Services	15,003,822	(1,227,700)	-	13,776,122
Operating Supplies	1,258,807	2,085	2,031	1,262,923
Other Services	1,754,703	327,837	-	2,082,540
Capital Outlay	-	-	-	-
Total	18,017,332	(897,778)	2,031	17,121,585
Police Revenue 010-502500	70,000	62,838	2,031	134,870

The Police Department is requesting a Budget Amendment to increase funds for receipt of funds from Propertyroom.com in the amount of $2,031.43 check number 35008 (Increase: 213-612800 Guns/Ammo $2,031.43 and Police Revenue 010-502500)

Amendment # 2018-51

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 08/22/2018

Subject: Budget Amendment #52 - to increase Federal Shared Forfeiture Operating and Capital line items from disbursement of forfeiture funds.

Recommendation:

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Leonard Papania

Date: August 22, 2018

Re: Budget Amendment

Gulfport Police Department received Automated Email Notification from DEA sharing on August 21st of the following electronic deposits of forfeited funds.

CATS ID (18-DEA-638661) $ 123,938.10

Account Number	Increase Amount	Increase Amount
Federal Shared Revenue 275-492800		123,938.10
Operating – 276-610700	61,969.00	
Capital – 276-630100	61,969.10	
TOTAL	123,938.10	123,938.10

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes.

Your consideration of this request is very much appreciated.

City of Gulfport

Budget Amendment Request

Fund Name	Police Forfeiture	Date	08/24/18
Department #	276	Budget Entry #	2018-52
Department Name	Federal Shared Forfeiture		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Operating Supplies	4,499	81,160	61,969	147,628
Other Services	10,000	10,000	-	20,000
Capital Outlay	228,011	320,347	61,969	610,327
Total	242,510	411,507	123,938	777,955

Police Revenue 275-492800 123,938

The Police Department is requesting a Budget Amendment to increase funds for receipt of Federal Forfeiture Funds in the amount of $123,938.10 through electronic deposit from DEA. (Increase: 276-610700 operating $61,969.00 and 276-630100 capital $61,969.10)

Amendment # 2018-52

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 08/21/2018

Subject: Budget Amendment #53 - to increase county/local shared operating supplies with funds resulting from a drug related arrest.

Recommendation:

Gulfport Police Department

Memo

To: Leah Holland

From: Chief Leonard Papania

Date: August 22, 2018

Re: Increase Line Item

The following checks were issued by Connie Ladner office Circuit Clerk of Harrison County for Restitution on several drug related arrest.

Check number (42540) amount of $40.00 (GPD case)
Check number (42541) amount of $495.96 (GPD case)

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

Check number (206704) amount of $2,880.00

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

Check number (35007) amount of $1,757.07

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

Account Number	Increase Amount	Increase Amount
Forfeiture and Seizure County and Local Shared **Operating Supplies -- 277-*610700***		5,173.03
County/Local Shared Revenue 275-493100	5,173.03	

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

City of Gulfport

Budget Amendment Request

Fund Name	Police Forfeiture	Date	08/24/18
Department #	277	Budget Entry #	2018-53
Department Name	County/Local Shared		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Operating Supplies	6,084	13,259	5,173	24,516
Other Services	-	-	-	-
Capital Outlay	148,403		-	148,403
Total	154,487	13,259	5,173	172,919

Police Revenue 275-493100 5,173

The Police Department is requesting a Budget Amendment to increase funds resulting from a drug related arrest (check #206704 for $2,880.00; check #35007 for $1,757.07); check #42540 $40.00; check #42541 $495.96) Increase accounts 275-493100 and 277-610700 for $5,173.03

Amendment # 2018-53

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 08/24/2018

Subject: Budget Amendment #54 - to increase Operating Supplies from funds received from Police Officer's Academy Training.

Recommendation:

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Leonard Papania

Date: January 30, 2018

Re: Budget Amendment

The following money was deposited into the City account on August 23rd and 24th, 2018 for Police officers academy training and I request your permission to place these funds in the account below.

.

Line Item	Increase	Increase
Police Revenue 010-502500		22,500.00
Training Program 213-622300	22,500.00	
Total	**22,500.00**	**22,500.00**

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

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Date	08/24/18
Department #	213	Budget Entry #	2018-54
Department Name	Police Department		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel Services	15,003,822	(1,227,700)	-	13,776,122
Operating Supplies	1,258,807	4,116	22,500	1,285,423
Other Services	1,754,703	327,837		2,082,540
Capital Outlay	-	-	-	-
Total	18,017,332	(895,747)	22,500	17,144,085
Police Revenue 010-502500	70,000	64,869	22,500	157,369

The Police Department is requesting a Budget Amendment to increase funds for receipt of funds for Police Officers Academy training of $22,500 (Increase: 213-622300 Training Program $22,500 and Police Revenue 010-502500)

Amendment # 2018-54

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Veronica Weaver, Assistant Budget Analyst
Public Works

Date: 08/23/2018

Subject: Budget Amendment #55 - to transfer funds from Fund Balance to prematurely exhausted Water and Sewer Operating accounts.

Recommendation:

DEPARTMENT OF PUBLIC WORKS

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

Public Works & Engineering
4050 Hewes Ave
Gulfport, MS 39507

Budget Amendment

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

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

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

Date: August 23, 2018

Subject: Budget Amendment to Transfer Funds to necessary to continue operations until FY2019

AMOUNT	FROM	TO
$40,000.00	(Water/Sewer Fund Balance)	**815-614300 (SHELLS, GRAVEL, SAND)**
$5,000.00	(Water/Sewer Fund Balance)	**825-614300 (SHELLS, GRAVEL, SAND)**
$8,000.00	(Water/Sewer Fund Balance)	**825-614000 (GAS, OIL, GREASE)**
$30,000.00	(Water/Sewer Fund Balance)	**825-615800 (LIFT STATION SUPPLIES)**
$5,000.00	(Water/Sewer Fund Balance)	**825-610700 (OPERATING SUPPLIES)**
$2,000.00	(Water/Sewer Fund Balance)	**825-616100 (SEWER LINE SUPPLIES)**
$90,000.00	**TOTAL**	

The Department of Public Works is requesting to transfer a total of **$90,000.00** from the Water & Sewer Fund Balance in order to provide necessary funding for crews to continue operations for the remainder of FY2018.

Currently, we do not have the necessary funds to continue operations and need this amendment to keep our crews working. This shortage is due in large part to rising costs of gasoline, limestone, and sewer line materials. Additionally, many lift stations within the city are quite old and showing signs of wear so regular repairs.

I hereby recommend this budget amendment.

Please place on the September 4th, 2018 City Council Agenda.

City of Gulfport

Budget Amendment Request

Fund Name	General fund	Date	08/24/18
Department #	815/825	Budget Entry #	2018-55
Department Name	Public Works/Water & Sewer		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Water Operations (815)				
Operating/Supplies	1,823,763	15,000	40,000	1,878,763
Other Services	2,826,250	71,147	-	2,897,397
Capital Outlay	353,864	(152,461)		201,403
Total	5,003,877	(66,314)	40,000	4,977,563
Sewer Operations (825)				
Personnel Services	114,230	-	-	114,230
Operating/Supplies	947,120	15,000	50,000	1,012,120
Other Services	2,612,008	446,550	-	3,058,558
Capital Outlay	20,565	-	-	20,565
Total	3,693,923	461,550	50,000	4,205,473

The Department of Public Works is requesting a Budget Amendment to fund prematurely exhausted Water and Sewer operating accounts. PW does not believe any excess funds exist in their other accounts to cover the shortage, therefore, PW requests this be funded by Fund Balance

Amendment # 2018-55

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Karen McCarty, Grants Management
Community Development

Date: 08/27/2018

Subject: Budget Amendment #56 - to transfer funds within existing line items from Acquisition/Easements to Construction and Permits within the Katrina CDBG - Brickyard Bayou Budget.

Recommendation:

City of Gulfport

Budget Amendment Request

Fund Name	Katrina CDBG-Brickyard Bayou	Date	8/27/2018
Department #	542-05849	Budget Entry #	2018-56
Department Name	Administration		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Administrative Fees	$ 100,000.00	$ -		$ 100,000.00
Acquisition/Easement	$ 1,026,939.00		$ (427,080.00)	$ 599,859.00
Acquisition/Easement				
Construction Engineer Inspection	$ 220,000.00			$ 220,000.00
Contingency	$ 249,220.00			$ 249,220.00
Drainage/Flood Construction	$ 2,492,200.00		$ 352,080.00	$ 2,844,280.00
Legal/Appraisals	$ 95,500.00			$ 95,500.00
Permits	$ -		$ 75,000.00	$ 75,000.00
Other				
Total	$ 4,183,859.00		$ -	$ 4,183,859.00

Amendment to: KCDBG Grant R-109-202-07-KCR- Grant Modification #3 to transfer funds within existing line items to from Acquisition/Easements to Construction and Permits. Prior approved by funding agency received.

MISSISSIPPI DEVELOPMENT AUTHORITY

MODIFICATION SIGNATURE SHEET

501 North West Street • Post Office Box 849

Jackson, Mississippi 39205

1. Recipient's Name, Address and Telephone No. City of Gulfport P. O. Box 1780 Gulfport, MS 39501 228-868-5700	2. Effective Date 06/15/17
	3. Contract Number: R-109-202-07-KCR / Grant Number: R-109-202-07-KCR
	4. Modification Number: 3 ✓
	5. Grant Identifier: (Funding Source & Year) CDFA# 14.219 & 14.228
	6. Beginning & Ending Dates: through 02/07/2007 through 12/31/18
Brickyard Bayou Drainage	7. Page 1 of 3

8. As a result of this Modification, funds obligated are changed as follows:

	KCDBG	FEMA Funds	Other: CIAP/CITY
From	$ 4,500,000 00	$ -	$ 496,000 00
To	$ 4,500,000 00	$ -	$ 496,000 00
Increase of	$ -		$ -
Decrease of	$ -		

9. The above recipient is hereby modified as follows: This modification will extend grant period to 12/30/18 for all phases of the project. Transfer funds from Easements/Acquisition to construction and rail permits to fully fund all phases of the project.

10. Except as hereby modified, all terms and conditions of the subcontract remain unchanged.

11. Approved for Agency: 11/29/17 Signature Date Name: ~~Baron Wilson~~ Mike McGrevey. Title: ~~Chief Administrative Officer~~ Deputy Director Disaster Recovery	12. Approved Receipient: 9/14/17 Signature Date Name: John Kelly Title: Chief Administrative Officer

RECEIVED
OCT 24 2017
DISASTER RECOVERY DIV.

MDA DRD

BUDGET MODIFICATION WORKSHEET

Brickyard Bayou

Recipient: City of Gulfport Contract Number: R-109-202-07-KCR

Note: List CDBG Funds where changes are made.

Activity	Current Budget	Proposed Budget	Change (+/-)
Admin Fee	100,000.00	100,000.00	
Acquisition/Easements	1,302,080.00	875,000.00	-427,080.00
Construction Engineering Inspection	220,000.00	220,000.00	
Contingency	249,220.00	249,220.00	
Drainage and Flood Protection	2,492,200.00	2,844,280.00	352,080.00
Railroad Permit - KCS	0.00	75,000.00	75,000.00
Legal	40,000.00	40,000.00	
Appraisals, Re-appraisals, Abstracts	76,500.00	76,500.00	
Other (material testing, ROW staking)	20,000.00	20,000.00	
	Total	**Total**	**Total**
	4,500,000.00	**4,500,000.00**	**0.00**

Katrina Supplemental CDBG Program
Budget Summary

Applicant: City of Gulfport (Brickyard Bayou Drainage Improvements)

Funding Year: 2006 Grant Year: _____ Contract: #R-109-202-07-KCR

Description	MDA	IDIS		Other Funding Sources			
Administration			Katrina CDBG	Insurance	FEMA	Other	Total
General Administration			100,000.00				100,000.00
Application Prep							
Subtotal (A)			100,000.00			0.00	100,000.00

Description	MDA	IDIS		Other Funding Sources			
Public Facilities			KATRINA CDBG	CITY -BOND	OTHER		Total
Acquisition/Easements			$ 875,000.00	$ -			$ 875,000.00
Engineering Study and Design			$ -	$ 316,000.00			$ 316,000.00
Environmental Permitting/Assessment				$ 180,000.00			
Construction Engineering Inspection			$ 220,000.00				$ 220,000.00
Construction of Public Buildings			$ -				$ -
Contingency			$ 249,220.00				$ 249,220.00
Demolition			$ -				$ -
Drainage and Flood Protection			$ 2,844,280.00				$ 2,844,280.00
Fire protection			$ -				$ -
Legal			$ 40,000.00				$ 40,000.00
Appraisal, Review Appraisal, Abstract			$ 76,500.00				$ 76,500.00
Public Service			$ -				$ -
Railroad Permit - KCS			$ 75,000.00				$ 75,000.00
Renovation of Public Building			$ -				$ -
Sewage Pumping Station			$ -				$ -
Sewer Line(s)			$ -				$ -
Street & Road Improvements			$ -				$ -
Water Booster Station			$ -				$ -
Water Line(s)			$ -				$ -
Water Tank			$ -				$ -
Water Treatment			$ -				$ -
Water Well			$ -				$ -
Other (material testing, ROW staking)			$ 20,000.00				$ 20,000.00
Subtotal (B)			4,400,000.00	496,000.00	0.00	0.00	4,896,000.00
Grant Total (A + B)			4,500,000.00	496,000.00	0.00	0.00	4,996,000.00

Katrina CDBG Suppemental funds cannot be used for any activity or which funds have been made available by any Federal Agency including FEMA or the Army Corps of Engineers.

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Sherry Dulaney, Accounts Payable Supervisor
Accounts Payable

Date: 08/27/2018

Subject: Docket of Claims- to be approved through September 5, 2018.

Recommendation:

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 08/24/2018

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: August 24, 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 4th day of September, 2018.

Please place the attached item on the Council agenda for September 4, 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: August 24, 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: 0711G-05-004.000. Lots 4-5, Blk. 6, Jonestown McCaughan Add. awarded to Richmond Construction for $710.00 to cut and clean grounds and remove all miscellaneous debris from site located at 2027 & 2029 47th Avenue. (Dickens Et Al)

Parcel 2: 0711H-05-058.000. Lots 1-2 & N 26 Ft. of Lot 3, Blk. 12, Resurvey of Southmoor Heights Subd. awarded to Richmond Construction for $450.00 to cut and clean grounds and remove all miscellaneous debris from site located at 1717 41st Avenue. (Forrest Holdings Inc.)

Parcel 3: 0711H-04-016.000. Lots 2-3, Blk. 9, Southmoor Heights Resurvey awarded to Richmond Construction for $390.00 to cut and clean grounds and remove all miscellaneous debris from site located at 3900 16th Street. (Empire Inv. #2 LLC)

WARD 2

Parcel 4: 0711I-03-002.000. Lots 3-4, Blk. 20, West Side Add. awarded to Purposed By Design for $1500.00 to cut and clean grounds and remove all miscellaneous debris from site located at 1023 38th Avenue. (Harrison)

Parcel 5: 0910M-03-006.000. Lots 7-9, Blk. 17, Myrtle Resurvey awarded to Richmond Construction for $199.00 to cut and clean grounds and remove all miscellaneous debris from site located at 2917 Gulf Avenue. (Brescher)

Parcel 6: 1010I-02-006.000. Lots 48-50, Blk. 1, Venetian Garden awarded to Richmond Construction for $299.00 to cut and clean grounds and remove all miscellaneous debris from site located at 286 Venetian Garden. (Counts)

WARD 3

Parcel 7: 0810E-06-007.000. Lots 11-12, Blk. 259, North Gulfport awarded to Purposed By Design for $1500.00 to cut and clean grounds and remove all miscellaneous debris from site located at 4615 Illinois Avenue. (McInnis)

WARD 6

Parcel 8: 0907I-02-117.001. Lot 8, Blk. 6, Re-Subd. of Biloxi River Estate Unit #1 awarded to Richmond Construction for $765.00 to board up and secure all openings. Cut and clean grounds and remove all miscellaneous debris from site located at 13392 Dee Avenue. (Irby & Jones)

Total: $5813.00

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 **4th** day of **September, 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: 0711G-05-004.000. Lots 4-5, Blk. 6, Jonestown McCaughan Add. awarded to Richmond Construction for $710.00 to cut and clean grounds and remove all miscellaneous debris from site located at 2027 & 2029 47th Avenue. (Dickens Et Al)

Parcel 2: 0711H-05-058.000. Lots 1-2 & N 26 Ft. of Lot 3, Blk. 12, Resurvey of Southmoor Heights Subd. awarded to Richmond Construction for $450.00 to cut and clean grounds and remove all miscellaneous debris from site located at 1717 41st Avenue. (Forrest Holdings Inc.)

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WHEREAS, the Mayor and Members of the Council find and do so determine that pursuant to bids heretofore received for lot cleanup and/or demolition of certain property

described above in the City of Gulfport, that the bid price noted above is the lowest and best price and should be accepted; and

WHEREAS, the Mayor and Members of the Council further find and do so determine that Notice to Proceed should be given to the listed property above, and that the actual costs of cleanup should be assessed against the property as provided by law including a $250.00 penalty.

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

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

SECTION 2. That the individual bids for the cleanup of the certain properties described above within the City of Gulfport, should be accepted as the lowest and best bid/bid price.

SECTION 3. That Notice to Proceed should be immediately given to the lowest and best bidder as noted above and the completion of all work shall be accomplished within 30 calendar days. If extenuating circumstances occur, the company may request an extension of time in writing to complete the work.

SECTION 4. That the costs of lot cleanup, plus a $250.00 penalty, should be assessed as a lien against the said properties and shall be enrolled in the Office of the Circuit Clerk of the First Judicial of Harrison County, Mississippi, as other judgments are enrolled, as provided by law.

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

YEAS: NAYS: ABSENT:

WHEREUPON, the President thereby declared the motion carried and the Resolution adopted this the _____ day of _____, 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: Linda Elias, Comptroller
Finance

Date: 08/20/2018

Subject: Ratification - of GRC Line of Credit expenditures - to be made a part of the minutes.

Recommendation:

Comptroller/City Clerk

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Email: lelias@gulfport-ms.gov
City Hall
2309 15th St.
Gulfport, MS 39501

Memorandum – City of Gulfport

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

From: Linda Elias, Comptroller
Date: August 20, 2018

RE: Use of GRC Line of Credit Approved by Council April 3, 2018

Attached is the detail of the monies used from the GRC line of credit as approved by Council for both expenditures and payroll.

Thank you for your consideration in this manner.

CERTIFIED RESOLUTION OF

THE GULFPORT REDEVELOPMENT COMMISSION

Aug-18

The undersigned does hereby certify that he is the duly appointed and authorized Secretary of the Gulfport Redevelopment Commission, as the urban renewal agency of the City of Gulfport, Mississippi (the "GRC") and that the following is a true and correct copy of certain resolutions duly adopted at a meeting of the Board of Commissioners of the GRC convened and held of the date specified below, and that such resolutions are in full force and effect.

WHEREAS, the GRC owes amounts to various vendors and desires to reduce its accounts payable by making payments to specific vendors.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts and approves the following Resolution in all respects:

RESOLVED, that upon the recommendation of the Treasurer of the GRC and a proper second, the Commissioners hereby approve and authorize payment be made by the GRC from the GRC Aquarium Account (non construction):

-44.52

INVOICE DATE	PAYEE	DESCRIPTION	INVOICE #	AMOUNT	DATE APPROVED
08/14/18	Kimmel Management Services, LLC	Reimbursable Expenses	Invoice-21	499.22 ~~$543.74~~	
07/28/18	Gulf South Janitorial	Janitorial Services Julu 2018	Invoice #150	$200.00	
07/18/18	SMBM	Copier contract and overage charge	#AR328187	$77.30	
07/18/18	WWHG	Tax Preparation Fees	0	$550.00	
06/29/18	Sun Coast Business Supply	Office supplies	#1191588-0,#1191464-0,#1191561-	$286.81	
06/27/18	One Coast for Jackson County	Attend One Coast Ambassador	131	$100.00	
01/00/00	Gulf Coast Business Council	Membership	3169	$1,000.00	

CERTIFIED RESOLUTION OF

THE GULFPORT REDEVELOPMENT COMMISSION

Aug-18

2713.33

Total	**$2,757.85**
Fund Balance	$451,619

The above and foregoing Resolution is hereby certified true and correct as of the

_____day of _____, 2018

David Duhe, Secretary of

Gulfport Redevelopment Commission

$ 1,291,880.-
1,291,878.46

CERTIFIED RESOLUTION OF

THE GULFPORT REDEVELOPMENT COMMISSION

Aug-18

The undersigned does hereby certify that he is the duly appointed and authorized Secretary of the Gulfport Redevelopment Commission, as the urban renewal agency of the City of Gulfport, Mississippi (the "GRC") and that the following is a true and correct copy of certain resolutions duly adopted at a meeting of the Board of Commissioners of the GRC convened and held of the date specified below, and that such resolutions are in full force and effect.

WHEREAS, the GRC owes amounts to various vendors and desires to reduce its accounts payable by making payments to specific vendors.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts and approves the following Resolution in all respects:

RESOLVED, that upon the recommendation of the Treasurer of the GRC and a proper second, the Commissioners hereby approve and authorize payment be made by the GRC from the GRC Aquarium Account (payroll):

INVOICE DATE	PAYEE	DESCRIPTION	INVOICE #	AMOUNT	DATE APPROVED
7/27/2018	SourcePointe, LLC	Payroll	201814	$18,957.69	
8/10/2018	SourcePointe, LLC	Payroll	201815	$18,897.41	
			Total	**$37,855.10**	
			Fund Balance	**$2,818,535**	

The above and foregoing Resolution is hereby certified true and correct as of the

_____day of _____, 2018

David Duhe, Secretary of

Gulfport Redevelopment Commission

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Leah Holland, Manager
General Finance

Date: 08/24/2018

Subject: Associated Adjusters check registers - for workers' comp and general liability claims paid during July 2018 - to be made part of the minutes.

Recommendation:

City of Gulfport
Comptroller Office

To: Mayor Billy Hewes
Council President F.B. 'Rusty' Walker, IV
Councilwoman Ella Holmes-Hines
Councilwoman Cara L. Pucheu
Councilman Kenneth L. Casey, Sr.
Councilman Ronald "Ron" Roland
Councilman Myles Sharp
Councilman Robert 'R. Lee' Flowers

CC: Dr. John Kelly, CAO

From: Linda Elias, Comptroller

Date: August 24, 2018

Re: Monthly Check Register from Associated Adjusters

Attached are the reports from Associated Adjusters of payments made on Workers' Compensation and General Liability claims for the month of July, to be approved and spread on the minutes of the September 4, 2018, Council meeting.

If you have any questions, please call my office at any time.

8:32 am

Report Criteria: Filter = LOB = 'Workers' Compensation' and Checking Account Description = 'City of Gulfport-HB Claims Contigency ' and Transaction Type in (Check, Voided) and Begin Date = '07/01/2018' and End Date = '07/31/2018'

Group 1: Tier 2 Name is Beautification - 430

FH Claim	Issued Date	Payment_Type	Payee_Name	Check_Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0035531	07/03/2018	Medical to Provider	Sartin's Discount Drugs	21688	Check	07/03/2018	$29.11
						Beautification - 430 Totals	$29.11

Group 1: Tier 2 Name is Fire - 290

FH Claim	Issued Date	Payment_Type	Payee_Name	Check_Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0036037	07/03/2018	Medical to Provider	Sartin's Discount Drugs	21691	Check	07/03/2018	$157.71
AAI-0036037	07/03/2018	Medical to Provider	Cedar Lake Open MRI LLC	21695	Check	07/03/2018	$378.24
AAI-0036037	07/03/2018	Medical to Provider	Gulf Coast Outpatient Surgery Center	21697	Check	07/03/2018	$710.06
AAI-0036037	07/03/2018	Indemnity	John Stegall	21698	Check	07/03/2018	$974.08
AAI-0036037	07/06/2018	Medical to Claimant	John Stegall	21699	Check	07/06/2018	$46.98
AAI-0035213	07/10/2018	EXPENSE	RN Resources, Inc.	21716	Check	07/10/2018	$1,343.52
AAI-0036037	07/17/2018	EXPENSE	Rehabilitation, Inc.	21720	Check	07/17/2018	$95.00
AAI-0036037	07/17/2018	Medical to Provider	Sun Coast Pain Management, PA	21727	Check	07/17/2018	$616.31
AAI-0036037	07/17/2018	Indemnity	John Stegall	21729	Check	07/17/2018	$974.08
AAI-0036037	07/20/2018	Medical to Provider	Medical Analysis LLC	21730	Check	07/20/2018	$5.35
AAI-0036037	07/20/2018	Medical to Provider	Gulf Coast Outpatient Surgery Center	21735	Check	07/20/2018	$710.06
AAI-0036094	07/20/2018	Medical to Provider	Memorial Emergency Physicians	21736	Check	07/20/2018	$151.89
AAI-0035907	07/26/2018	EXPENSE	Rehabilitation, Inc.	21744	Check	07/26/2018	$100.00
AAI-0036104	07/26/2018	Medical to Provider	Advanced Orthopedics PLLC	21746	Check	07/26/2018	$139.08
AAI-0035907	07/26/2018	Medical to Provider	Encore Rehabilitation, Inc.	21753	Check	07/26/2018	$157.95
AAI-0035907	07/26/2018	Medical to Provider	Encore Rehabilitation, Inc.	21754	Check	07/26/2018	$157.95
AAI-0035907	07/26/2018	Medical to Provider	Encore Rehabilitation, Inc.	21755	Check	07/26/2018	$157.95
AAI-0035907	07/26/2018	Medical to Provider	Encore Rehabilitation, Inc.	21756	Check	07/26/2018	$157.95
AAI-0035907	07/26/2018	Medical to Provider	Encore Rehabilitation, Inc.	21757	Check	07/26/2018	$157.95
AAI-0035907	07/26/2018	Medical to Provider	Encore Rehabilitation, Inc.	21760	Check	07/26/2018	$165.51
AAI-0035907	07/26/2018	Medical to Provider	Encore Rehabilitation, Inc.	21763	Check	07/26/2018	$195.37
AAI-0036094	07/26/2018	Medical to Provider	Memorial Hospital	21768	Check	07/26/2018	$847.50
AAI-0035907	07/27/2018	EXPENSE	Associated Managed Care	21773	Check	07/27/2018	$950.43
AAI-0036037	07/27/2018	EXPENSE	Associated Managed Care	21773	Check	07/27/2018	$52.34
AAI-0036037	07/31/2018	Medical to Provider	Encore Rehabilitation, Inc.	21776	Check	07/31/2018	$110.81
AAI-0035907	07/31/2018	Medical to Provider	Encore Rehabilitation, Inc.	21778	Check	07/31/2018	$157.95
AAI-0035907	07/31/2018	Medical to Provider	Encore Rehabilitation, Inc.	21779	Check	07/31/2018	$157.95
AAI-0036037	07/31/2018	Medical to Provider	Encore Rehabilitation, Inc.	21781	Check	07/31/2018	$176.90
AAI-0035907	07/31/2018	Medical to Provider	Encore Rehabilitation, Inc.	21784	Check	07/31/2018	$243.49
AAI-0036037	07/31/2018	Indemnity	John Stegall	21789	Check	07/31/2018	$974.08

Report Criteria: Filter = LOB = 'Workers' Compensation' and Checking Account Description = 'City of Gulfport-HB Claims Contigency ' and Transaction Type in (Check, Voided) and Begin Date = '07/01/2018' and End Date = '07/31/2018'

Fire - 290 Totals	$11,224.44

Group 1: Tier 2 Name is Gen Admin - 145

FH Claim	Issued Date	Payment_Type	Payee_Name	Check_Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0035733	07/03/2018	Medical to Provider	Sartin's Discount Drugs	21689	Check	07/03/2018	$55.81
AAI-0035990	07/03/2018	Medical to Provider	Encore Rehabilitation, Inc.	21690	Check	07/03/2018	$154.55
AAI-0035990	07/03/2018	Medical to Provider	Encore Rehabilitation, Inc.	21694	Check	07/03/2018	$243.49
AAI-0035990	07/17/2018	Medical to Provider	Bienville Orthopaedic Specialists, LLC	21719	Check	07/17/2018	$89.10
AAI-0035990	07/17/2018	Medical to Provider	Encore Rehabilitation, Inc.	21721	Check	07/17/2018	$154.55
AAI-0035990	07/26/2018	Medical to Provider	Encore Rehabilitation, Inc.	21748	Check	07/26/2018	$154.55
AAI-0035990	07/26/2018	Medical to Provider	Encore Rehabilitation, Inc.	21749	Check	07/26/2018	$154.55
AAI-0035990	07/26/2018	Medical to Provider	Encore Rehabilitation, Inc.	21750	Check	07/26/2018	$154.55
AAI-0035990	07/26/2018	Medical to Provider	Encore Rehabilitation, Inc.	21752	Check	07/26/2018	$154.55
AAI-0035990	07/26/2018	Medical to Provider	Encore Rehabilitation, Inc.	21759	Check	07/26/2018	$161.92
AAI-0035990	07/26/2018	Medical to Provider	Bienville Orthopaedic Specialists, LLC	21766	Check	07/26/2018	$212.42
AAI-0035990	07/27/2018	EXPENSE	Associated Managed Care	21773	Check	07/27/2018	$49.31
AAI-0035990	07/31/2018	Medical to Provider	Encore Rehabilitation, Inc.	21777	Check	07/31/2018	$154.55
AAI-0035990	07/31/2018	Medical to Provider	Encore Rehabilitation, Inc.	21780	Check	07/31/2018	$173.50
						Gen Admin - 145 Totals	$2,067.40

Group 1: Tier 2 Name is Leisure Services - 411

FH Claim	Issued Date	Payment_Type	Payee_Name	Check_Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0036055	07/03/2018	Medical to Provider	Memorial Hospital	21696	Check	07/03/2018	$381.28
AAI-0036055	07/10/2018	Medical to Provider	Raymond L. Weiss, M.D.	21711	Check	07/10/2018	$614.56
AAI-0035845	07/10/2018	Medical to Provider	Garden Park Medical	21715	Check	07/10/2018	$13,641.55
AAI-0036055	07/17/2018	Medical to Provider	Jackson County Anesthesia	21724	Check	07/17/2018	$200.00
AAI-0036055	07/17/2018	Medical to Provider	Jackson County Anesthesia	21725	Check	07/17/2018	$200.00
AAI-0036055	07/20/2018	Medical to Provider	SMB Radiology, PA	21731	Check	07/20/2018	$15.88
AAI-0036055	07/20/2018	Medical to Provider	Memorial Emergency Physicians	21732	Check	07/20/2018	$151.89
AAI-0034227	07/20/2018	Legal	Lori R. Migues, CCR	21733	Check	07/20/2018	$210.50
AAI-0036082	07/20/2018	Medical to Provider	Garden Park Medical	21734	Check	07/20/2018	$701.61
AAI-0036114	07/26/2018	Medical to Provider	Advanced Orthopedics PLLC	21767	Check	07/26/2018	$267.74
AAI-0035491	07/27/2018	EXPENSE	Associated Managed Care	21773	Check	07/27/2018	$48.88
AAI-0035845	07/27/2018	EXPENSE	Associated Managed Care	21773	Check	07/27/2018	$478.95
AAI-0036055	07/27/2018	EXPENSE	Associated Managed Care	21773	Check	07/27/2018	$1,781.67
AAI-0036114	07/31/2018	Medical to Provider	Advanced Orthopedics PLLC	21775	Check	07/31/2018	$93.79
						Leisure Services - 411 Totals	$18,788.30

Report Criteria: Filter = LOB = 'Workers' Compensation' and Checking Account Description = 'City of Gulfport-HB Claims Contigency ' and Transaction Type in (Check, Voided) and Begin Date = '07/01/2018' and End Date = '07/31/2018'

Group 1: Tier 2 Name is Planning / Zoning / code enf - 611

FH Claim	Issued Date	Payment_Type	Payee_Name	Check_Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0035506	07/10/2018	Medical to Provider	CompToday	21700	Check	07/10/2018	$51.85
AAI-0035506	07/10/2018	EXPENSE	Rehabilitation, Inc.	21702	Check	07/10/2018	$100.00
AAI-0035506	07/10/2018	Medical to Provider	CompToday	21704	Check	07/10/2018	$125.76
AAI-0035506	07/10/2018	Medical to Provider	CompToday	21707	Check	07/10/2018	$211.21
AAI-0035506	07/10/2018	EXPENSE	RN Resources, Inc.	21713	Check	07/10/2018	$1,282.50
AAI-0035506	07/10/2018	Medical to Provider	Carlisle Medical Inc	21717	Check	07/10/2018	$34.75
AAI-0035506	07/17/2018	Medical to Provider	Total Anesthesia Care	21726	Check	07/17/2018	$550.00
AAI-0035506	07/24/2018	Medical to Provider	Total Anesthesia Care (STPH)	21737	Check	07/24/2018	$550.00
AAI-0035506	07/26/2018	Medical to Provider	Carlisle Medical Inc	21740	Check	07/26/2018	$19.20
AAI-0035506	07/26/2018	Medical to Provider	Advanced Pain Institute	21741	Check	07/26/2018	$68.00
					Planning / Zoning / code enf - 611 Totals		$2,993.27

Group 1: Tier 2 Name is Police - 213

FH Claim	Issued Date	Payment_Type	Payee_Name	Check_Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0035642	07/03/2018	Medical to Provider	Community Rehab of Greenville Inc.	21692	Check	07/03/2018	$196.56
AAI-0035789	07/03/2018	Medical to Provider	Bienville Orthopaedic Specialists, LLC	21693	Check	07/03/2018	$237.50
AAI-0035406	07/10/2018	EXPENSE	Rehabilitation, Inc.	21701	Check	07/10/2018	$95.00
AAI-0035642	07/10/2018	Medical to Provider	Community Rehab of Greenville Inc.	21703	Check	07/10/2018	$110.53
AAI-0035947	07/10/2018	Medical to Provider	Encore Rehabilitation, Inc.	21705	Check	07/10/2018	$173.50
AAI-0035642	07/10/2018	Medical to Provider	Community Rehab of Greenville Inc.	21706	Check	07/10/2018	$196.56
AAI-0035642	07/10/2018	Medical to Provider	Beach Pharmacy, Inc.	21708	Check	07/10/2018	$227.39
AAI-0035761	07/10/2018	Medical to Provider	Advanced Orthopedics PLLC	21709	Check	07/10/2018	$250.00
AAI-0023479	07/10/2018	EXPENSE	Stone Rehabilitation, LLC	21710	Check	07/10/2018	$419.30
AAI-0035642	07/10/2018	EXPENSE	RN Resources, Inc.	21712	Check	07/10/2018	$976.86
AAI-0035642	07/10/2018	EXPENSE	RN Resources, Inc.	21714	Check	07/10/2018	$1,374.30
AAI-0035642	07/17/2018	Medical to Provider	Community Rehab of Greenville Inc.	21722	Check	07/17/2018	$196.56
AAI-0035642	07/17/2018	Medical to Provider	Community Rehab of Greenville Inc.	21723	Check	07/17/2018	$196.56
AAI-0035406	07/17/2018	Indemnity	Christian Oatis	21728	Check	07/17/2018	$955.64
AAI-0035715	07/24/2018	Indemnity	Johnathan Pechawer	21738	Check	07/24/2018	$886.44
AAI-0035761	07/26/2018	Medical to Provider	New Coast Cardiology Center	21739	Check	07/26/2018	$14.16
AAI-0035947	07/26/2018	Medical to Provider	Mississippi Orthopaedic Institute, PLLC	21742	Check	07/26/2018	$71.22
AAI-0035406	07/26/2018	Medical to Provider	Christian Oatis	21743	Check	07/26/2018	$98.10
AAI-0035642	07/26/2018	EXPENSE	Rehabilitation, Inc.	21745	Check	07/26/2018	$100.00
AAI-0035642	07/26/2018	Medical to Provider	Community Rehab of Greenville Inc.	21747	Check	07/26/2018	$151.20
AAI-0035947	07/26/2018	Medical to Provider	Encore Rehabilitation, Inc.	21751	Check	07/26/2018	$154.55

8:32 am

Report Criteria: Filter = LOB = 'Workers' Compensation' and Checking Account Description = 'City of Gulfport-HB Claims Contigency ' and Transaction Type in (Check, Voided) and Begin Date = '07/01/2018' and End Date = '07/31/2018'

Group 1: Tier 2 Name is Police - 213

FH Claim	Issued Date	Payment Type	Payee Name	Check Num	Tran. Type	Tran. Date	Tran. Amount
AAI-0035642	07/26/2018	Medical to Provider	Community Rehab of Greenville Inc.	21758	Check	07/26/2018	$159.67
AAI-0035947	07/26/2018	Medical to Provider	Encore Rehabilitation, Inc.	21761	Check	07/26/2018	$173.50
AAI-0035947	07/26/2018	Medical to Provider	Encore Rehabilitation, Inc.	21762	Check	07/26/2018	$173.50
AAI-0035642	07/26/2018	Medical to Provider	Community Rehab of Greenville Inc.	21764	Check	07/26/2018	$196.56
AAI-0035642	07/26/2018	Medical to Provider	Community Rehab of Greenville Inc.	21765	Check	07/26/2018	$204.12
AAI-0023479	07/26/2018	Medical to Provider	Memorial Hospital	21769	Check	07/26/2018	$931.36
AAI-0035406	07/26/2018	Medical to Provider	SRPS	21770	Check	07/26/2018	$87.12
AAI-0035406	07/26/2018	Medical to Provider	Bienville Orthopaedic Specialists, LLC	21771	Check	07/26/2018	$131.26
AAI-0035973	07/26/2018	Medical to Provider	Memorial Hospital at Gulfport	21772	Check	07/26/2018	$494.50
AAI-0035406	07/27/2018	EXPENSE	Associated Managed Care	21773	Check	07/27/2018	$34.67
AAI-0035947	07/27/2018	EXPENSE	Associated Managed Care	21773	Check	07/27/2018	$126.70
AAI-0035553	07/27/2018	EXPENSE	Associated Managed Care	21773	Check	07/27/2018	$16.00
AAI-0035642	07/27/2018	EXPENSE	Associated Managed Care	21773	Check	07/27/2018	$595.33
AAI-0035715	07/27/2018	EXPENSE	Associated Managed Care	21773	Check	07/27/2018	$106.48
AAI-0035761	07/27/2018	EXPENSE	Associated Managed Care	21773	Check	07/27/2018	$1.66
AAI-0035789	07/27/2018	EXPENSE	Associated Managed Care	21773	Check	07/27/2018	$11.80
AAI-0035973	07/27/2018	EXPENSE	Associated Managed Care	21773	Check	07/27/2018	$1,790.67
AAI-0035406	07/31/2018	Medical to Provider	Bienville Surgery Center, LLC	21774	Check	07/31/2018	$19,097.40
AAI-0035947	07/31/2018	Medical to Provider	Encore Rehabilitation, Inc.	21782	Check	07/31/2018	$176.91
AAI-0035715	07/31/2018	Medical to Provider	Bienville Orthopaedic Specialists, LLC	21783	Check	07/31/2018	$237.50
AAI-0036128	07/31/2018	Medical to Provider	Memorial Hospital	21785	Check	07/31/2018	$2,396.87
AAI-0035406	07/31/2018	Medical to Provider	Bienville Orthopaedic Specialists, LLC	21787	Check	07/31/2018	$3,449.06
AAI-0035406	07/31/2018	Indemnity	Christian Oatis	21788	Check	07/31/2018	$955.64
						Police - 213 Totals	$38,630.21
						Grand Total	**$73,732.73**

Report Criteria: Transaction Date Range = 7/1/2018 - 7/31/2018 Filter = Transaction Type in (Check, Voided) and Checking Account = 'City of Gulfport-HB Claims Contigency '

Checking Account Is City of Gulfport-HB Claims Contigency

Transaction Type Transaction Date	Check Number Void Date	Payee Name	Transaction Amount
Check 07/03/2018	21688	Sartin's Discount Drugs	$29.11
Check 07/03/2018	21689	Sartin's Discount Drugs	$55.81
Check 07/03/2018	21690	Encore Rehabilitation, Inc.	$154.55
Check 07/03/2018	21691	Sartin's Discount Drugs	$157.71
Check 07/03/2018	21692	Community Rehab of Greenville Inc.	$196.56
Check 07/03/2018	21693	Bienville Orthopaedic Specialists, LLC	$237.50
Check 07/03/2018	21694	Encore Rehabilitation, Inc.	$243.49
Check 07/03/2018	21695	Cedar Lake Open MRI LLC	$378.24
Check 07/03/2018	21696	Memorial Hospital	$381.28
Check 07/03/2018	21697	Gulf Coast Outpatient Surgery Center	$710.06
Check 07/03/2018	21698	John Stegall	$974.08
Check 07/06/2018	21699	John Stegall	$46.98
Check 07/10/2018	21700	CompToday	$51.85
Check 07/10/2018	21701	Rehabilitation, Inc.	$95.00
Check 07/10/2018	21702	Rehabilitation, Inc.	$100.00
Check 07/10/2018	21703	Community Rehab of Greenville Inc.	$110.53
Check 07/10/2018	21704	CompToday	$125.76
Check 07/10/2018	21705	Encore Rehabilitation, Inc.	$173.50
Check 07/10/2018	21706	Community Rehab of Greenville Inc.	$196.56
Check 07/10/2018	21707	CompToday	$211.21
Check 07/10/2018	21708	Beach Pharmacy, Inc.	$227.39
Check 07/10/2018	21709	Advanced Orthopedics PLLC	$250.00
Check 07/10/2018	21710	Stone Rehabilitation, LLC	$419.30
Check 07/10/2018	21711	Raymond L. Weiss, M.D.	$614.56
Check 07/10/2018	21712	RN Resources, Inc.	$976.86
Check 07/10/2018	21713	RN Resources, Inc.	$1,282.50
Check 07/10/2018	21714	RN Resources, Inc.	$1,374.30
Check 07/10/2018	21715	Garden Park Medical	$13,641.55
Check 07/10/2018	21716	RN Resources, Inc.	$1,343.52

Report Criteria: Transaction Date Range = 7/1/2018 - 7/31/2018 Filter = Transaction Type in (Check, Voided) and Checking Account = 'City of Gulfport-HB Claims Contigency '

Checking Account Is City of Gulfport-HB Claims Contigency

Transaction Type Transaction Date	Check Number Void Date	Payee Name	Transaction Amount
Check 07/10/2018	21717	Carlisle Medical Inc	$34.75
Check 07/11/2018	21718	Wise Carter law firm	$124.00
Check 07/17/2018	21719	Bienville Orthopaedic Specialists, LLC	$89.10
Check 07/17/2018	21720	Rehabilitation, Inc.	$95.00
Check 07/17/2018	21721	Encore Rehabilitation, Inc.	$154.55
Check 07/17/2018	21722	Community Rehab of Greenville Inc.	$196.56
Check 07/17/2018	21723	Community Rehab of Greenville Inc.	$196.56
Check 07/17/2018	21724	Jackson County Anesthesia	$200.00
Check 07/17/2018	21725	Jackson County Anesthesia	$200.00
Check 07/17/2018	21726	Total Anesthesia Care	$550.00
Check 07/17/2018	21727	Sun Coast Pain Management, PA	$616.31
Check 07/17/2018	21728	Christian Oatis	$955.64
Check 07/17/2018	21729	John Stegall	$974.08
Check 07/20/2018	21730	Medical Analysis LLC	$5.35
Check 07/20/2018	21731	SMB Radiology, PA	$15.88
Check 07/20/2018	21732	Memorial Emergency Physicians	$151.89
Check 07/20/2018	21733	Lori R. Migues, CCR	$210.50
Check 07/20/2018	21734	Garden Park Medical	$701.61
Check 07/20/2018	21735	Gulf Coast Outpatient Surgery Center	$710.06
Check 07/20/2018	21736	Memorial Emergency Physicians	$151.89
Check 07/24/2018	21737	Total Anesthesia Care (STPH)	$550.00
Check 07/24/2018	21738	Johnathan Pechawer	$886.44
Check 07/26/2018	21739	New Coast Cardiology Center	$14.16
Check 07/26/2018	21740	Carlisle Medical Inc	$19.20
Check 07/26/2018	21741	Advanced Pain Institute	$68.00
Check 07/26/2018	21742	Mississippi Orthopaedic Institute, PLLC	$71.22
Check 07/26/2018	21743	Christian Oatis	$98.10
Check 07/26/2018	21744	Rehabilitation, Inc.	$100.00
Check 07/26/2018	21745	Rehabilitation, Inc.	$100.00

Report Criteria: Transaction Date Range = 7/1/2018 - 7/31/2018 Filter = Transaction Type in (Check, Voided) and Checking Account = 'City of Gulfport-HB Claims Contigency '

Checking Account Is City of Gulfport-HB Claims Contigency

Transaction Type Transaction Date	Check Number Void Date	Payee Name	Transaction Amount
Check 07/26/2018	21746	Advanced Orthopedics PLLC	$139.08
Check 07/26/2018	21747	Community Rehab of Greenville Inc.	$151.20
Check 07/26/2018	21748	Encore Rehabilitation, Inc.	$154.55
Check 07/26/2018	21749	Encore Rehabilitation, Inc.	$154.55
Check 07/26/2018	21750	Encore Rehabilitation, Inc.	$154.55
Check 07/26/2018	21751	Encore Rehabilitation, Inc.	$154.55
Check 07/26/2018	21752	Encore Rehabilitation, Inc.	$154.55
Check 07/26/2018	21753	Encore Rehabilitation, Inc.	$157.95
Check 07/26/2018	21754	Encore Rehabilitation, Inc.	$157.95
Check 07/26/2018	21755	Encore Rehabilitation, Inc.	$157.95
Check 07/26/2018	21756	Encore Rehabilitation, Inc.	$157.95
Check 07/26/2018	21757	Encore Rehabilitation, Inc.	$157.95
Check 07/26/2018	21758	Community Rehab of Greenville Inc.	$159.67
Check 07/26/2018	21759	Encore Rehabilitation, Inc.	$161.92
Check 07/26/2018	21760	Encore Rehabilitation, Inc.	$165.51
Check 07/26/2018	21761	Encore Rehabilitation, Inc.	$173.50
Check 07/26/2018	21762	Encore Rehabilitation, Inc.	$173.50
Check 07/26/2018	21763	Encore Rehabilitation, Inc.	$195.37
Check 07/26/2018	21764	Community Rehab of Greenville Inc.	$196.56
Check 07/26/2018	21765	Community Rehab of Greenville Inc.	$204.12
Check 07/26/2018	21766	Bienville Orthopaedic Specialists, LLC	$212.42
Check 07/26/2018	21767	Advanced Orthopedics PLLC	$267.74
Check 07/26/2018	21768	Memorial Hospital	$847.50
Check 07/26/2018	21769	Memorial Hospital	$931.36
Check 07/26/2018	21770	SRPS	$87.12
Check 07/26/2018	21771	Bienville Orthopaedic Specialists, LLC	$131.26
Check 07/26/2018	21772	Memorial Hospital at Gulfport	$494.50
Check 07/27/2018	21773	Associated Managed Care	$6,044.89
Check 07/31/2018	21774	Bienville Surgery Center, LLC	$19,097.40

Report Criteria: Transaction Date Range = 7/1/2018 - 7/31/2018 Filter = Transaction Type in (Check, Voided) and Checking Account = 'City of Gulfport-HB Claims Contigency '

Checking Account Is City of Gulfport-HB Claims Contigency

Transaction Type Transaction Date	Check Number Void Date	Payee Name	Transaction Amount
Check 07/31/2018	21775	Advanced Orthopedics PLLC	$93.79
Check 07/31/2018	21776	Encore Rehabilitation, Inc.	$110.81
Check 07/31/2018	21777	Encore Rehabilitation, Inc.	$154.55
Check 07/31/2018	21778	Encore Rehabilitation, Inc.	$157.95
Check 07/31/2018	21779	Encore Rehabilitation, Inc.	$157.95
Check 07/31/2018	21780	Encore Rehabilitation, Inc.	$173.50
Check 07/31/2018	21781	Encore Rehabilitation, Inc.	$176.90
Check 07/31/2018	21782	Encore Rehabilitation, Inc.	$176.91
Check 07/31/2018	21783	Bienville Orthopaedic Specialists, LLC	$237.50
Check 07/31/2018	21784	Encore Rehabilitation, Inc.	$243.49
Check 07/31/2018	21785	Memorial Hospital	$2,396.87
Check 07/31/2018	21786	Copeland, Cook, Taylor & Bush, P.A.	$2,795.59
Check 07/31/2018	21787	Bienville Orthopaedic Specialists, LLC	$3,449.06
Check 07/31/2018	21788	Christian Oatis	$955.64
Check 07/31/2018	21789	John Stegall	$974.08
		Check Totals (102)	$76,652.32
		Charge/Check Totals (102)	$76,652.32
		Checks less Voids/Reimbursements	$76,652.32
		City of Gulfport-HB Claims Contigency Totals	$(76,652.32)

Report Criteria: Transaction Date Range = 7/1/2018 - 7/31/2018 Filter = Transaction Type in (Check, Voided) and Checking Account = 'City of Gulfport-HB Claims Contigency '

Grand Totals	$(76,652.32)

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Leah Holland, Manager
General Finance

Date: 08/24/2018

Subject: Year-To-Date Budget Reports - for the months of June and July 2018 - to be made part of the minutes.

Recommendation:

Comptroller

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-239-7401

City Hall
2309 15th St.
Gulfport, MS 39501

MEMORANDUM

To: Mayor Billy Hewes
Council President F.B. 'Rusty' Walker, IV
Councilman Kenneth L. Casey, Sr.
Councilman Robert 'R. Lee' Flowers
Councilwoman Ella Holmes-Hines
Councilwoman Cara L. Pucheu
Councilman Ronald "Ron" Roland
Councilman Myles Sharp

CC: Dr. John Kelly, CAO

From: Linda Elias, Comptroller

Date: August 24, 2018

Re: Year-To-Date Budget Report for the Month Ending July 31, 2018

Please find attached a year-to-date budget report for the month ending July 31, 2018, representing the tenth (10th) month of the City's 2018 fiscal year.

The first twelve (12) pages of the report present summary financial information of all City Funds on a Department basis. Following the summary financial information section of the report is a summary of the City's current budgeted capital projects. Financial information contained within this section is presented on a funding source and "project" basis – expenditures only.

As always, please do not hesitate to call me if I can be of further assistance.

CITY OF GULFPORT

YTD BUDGET REPORT AS OF JULY 31, 2018

FOR 2018 10

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
010 GENERAL FUND							
000 REVENUES							
40 PROPERTY TAXES	-19,660,000	-19,660,000	-18,122,954.09	-469,832.83	.00	-1,537,045.91	92.2%
41 SALES TAX	-21,162,929	-21,162,929	-18,039,017.00	-1,916,694.25	.00	-3,123,912.00	85.2%
42 LICENSES AND PERMITS	-1,445,685	-1,445,685	-1,047,043.95	-347,781.85	.00	-398,641.05	72.4%
43 FRANCHISE FEES	-3,735,000	-3,735,000	-3,490,252.03	-851,412.38	.00	-244,747.97	93.4%
44 GAMING FEES	-4,108,061	-4,108,061	-3,115,754.81	-325,784.95	.00	-992,306.19	75.8%
45 GRANTS FEDERAL	-849,905	-521,691	-199,767.57	-21,741.36	.00	-321,922.97	38.3%
47 GRANTS OTHER	-1,684,944	-1,684,944	-846,634.31	-145,926.72	.00	-838,309.69	50.2%
48 FINES AND FORFEITS	-1,302,631	-1,302,631	-919,380.62	-71,442.19	.00	-383,250.38	70.6%
49 INTERGOVERNMENTAL	-2,032,976	-2,032,976	-1,474,396.98	-426,381.49	.00	-558,579.02	72.5%
50 CHARGES FOR SERVICE	-2,252,945	-2,421,931	-737,556.37	-79,861.80	8,810.00	-1,693,184.37	30.1%
51 INTEREST EARNED	-22,299	-22,299	-150,621.76	.00	.00	128,322.76	675.5%
56 MISC REVENUE	-204,495	-206,077	-114,350.91	-10,506.78	.00	-91,725.69	55.5%
58 OTHER FINANCING SRCE	0	0	-63,500.00	-2,500.00	.00	63,500.00	100.0%
TOTAL REVENUES	-58,461,870	-58,304,223	-48,321,230.40	-4,669,866.60	8,810.00	-9,991,802.48	82.9%
111 EXECUTIVE							
60 PERSONAL SERVICES	289,621	289,621	237,149.83	24,440.32	.00	52,471.17	81.9%
61 SUPPLIES	1,200	1,200	649.36	117.06	33.13	517.51	56.9%
62 OTHER SERVICES	24,115	24,115	15,581.96	3,079.40	.00	8,533.04	64.6%
TOTAL EXECUTIVE	314,936	314,936	253,381.15	27,636.78	33.13	61,521.72	80.5%
115 LEGISLATIVE							
60 PERSONAL SERVICES	383,108	383,108	323,401.40	36,860.43	.00	59,706.10	84.4%
61 SUPPLIES	5,700	5,700	4,565.25	937.52	.00	1,134.75	80.1%
62 OTHER SERVICES	1,681,774	1,531,774	596,900.44	134,203.03	-539.47	935,413.03	38.9%
63 CAPITAL OUTLAY	12,311	12,311	640.00	.00	11,107.00	564.00	95.4%
TOTAL LEGISLATIVE	2,082,893	1,932,893	925,507.09	172,000.98	10,567.53	996,817.88	48.4%
125 JUDICIAL							

CITY OF GULFPORT

YTD BUDGET REPORT AS OF JULY 31, 2018

FOR 2018 10

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PERSONAL SERVICES	1,174,026	1,135,475	854,544.32	81,384.37	.00	280,930.96	75.3%
61 SUPPLIES	15,700	15,700	6,377.86	428.17	1,980.00	7,342.14	53.2%
62 OTHER SERVICES	505,096	505,096	406,268.61	75,853.80	62,745.13	36,082.26	92.9%
63 CAPITAL OUTLAY	5,000	5,000	4,922.00	1,200.00	.00	78.00	98.4%
TOTAL JUDICIAL	1,699,822	1,661,271	1,272,112.79	158,866.34	64,725.13	324,433.36	80.5%
135 LEGAL							
60 PERSONAL SERVICES	1,028,493	1,028,493	790,809.77	78,884.72	.00	237,683.23	76.9%
61 SUPPLIES	5,079	5,079	1,710.70	.00	54.48	3,313.82	34.8%
62 OTHER SERVICES	306,779	306,779	211,550.64	22,173.42	18,512.18	76,716.18	75.0%
63 CAPITAL OUTLAY	8,000	8,000	519.19	519.19	.00	7,480.81	6.5%
TOTAL LEGAL	1,348,351	1,348,351	1,004,590.30	101,577.33	18,566.66	325,194.04	75.9%
145 GENERAL ADMINISTRATION							
60 PERSONAL SERVICES	2,309,486	2,309,486	1,860,966.13	179,212.61	.00	448,519.92	80.6%
61 SUPPLIES	97,782	97,782	42,953.24	7,163.44	4,996.35	49,832.41	49.0%
62 OTHER SERVICES	1,589,848	1,609,848	1,285,667.35	118,787.80	55,559.48	268,621.16	83.3%
63 CAPITAL OUTLAY	370,065	390,536	262,318.16	55,732.31	15,104.90	113,112.94	71.0%
TOTAL GENERAL ADMINISTRATION	4,367,181	4,407,652	3,451,904.88	360,896.16	75,660.73	880,086.43	80.0%
175 PUBLIC TRANSPORTATION							
62 OTHER SERVICES	356,933	356,933	356,935.00	81,498.00	.00	-2.00	100.0%
TOTAL PUBLIC TRANSPORTATION	356,933	356,933	356,935.00	81,498.00	.00	-2.00	100.0%
212 POLICE							
60 PERSONAL SERVICES	15,104,930	14,788,159	11,567,992.34	1,094,680.20	.00	3,220,167.07	78.2%
61 SUPPLIES	1,267,354	1,289,809	1,048,140.09	148,519.48	80,419.82	161,249.40	87.5%
62 OTHER SERVICES	1,773,475	1,837,163	1,720,746.06	259,598.77	14,753.00	101,663.78	94.5%

YTD BUDGET REPORT AS OF JULY 31, 2018

FOR 2018 10

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
63 CAPITAL OUTLAY	0	28,510	27,386.00	.00	.00	1,124.00	96.1%
TOTAL POLICE	18,145,759	17,943,642	14,364,264.49	1,502,798.45	95,172.82	3,484,204.25	80.6%
290 FIRE							
60 PERSONAL SERVICES	11,377,006	11,356,535	8,964,044.72	911,551.99	256.37	2,392,233.91	78.9%
61 SUPPLIES	534,134	555,991	415,151.41	50,262.22	48,859.07	91,980.07	83.5%
62 OTHER SERVICES	596,573	619,073	510,656.85	84,130.80	19,320.57	89,095.58	85.6%
63 CAPITAL OUTLAY	126,000	244,396	129,778.20	40,661.00	7,556.17	107,061.63	56.2%
TOTAL FIRE	12,633,713	12,775,995	10,019,631.18	1,086,606.01	75,992.18	2,680,371.19	79.0%
309 PUBLIC WORKS							
60 PERSONAL SERVICES	1,550,857	1,550,857	1,284,185.99	129,972.06	.00	266,671.01	82.8%
61 SUPPLIES	1,320,245	1,308,677	1,028,999.79	109,036.45	60,915.14	218,761.67	83.3%
62 OTHER SERVICES	3,877,326	4,037,358	3,577,892.09	344,765.81	113,876.81	345,588.85	91.4%
63 CAPITAL OUTLAY	135,023	111,841	183,393.99	.00	24,863.97	-96,417.37	186.2%
64 CAPITAL PROJECTS	477	50,477	18,718.30	13,645.00	11,749.00	20,010.16	60.4%
TOTAL PUBLIC WORKS	6,883,928	7,059,209	6,093,190.16	597,419.32	211,404.92	754,614.32	89.3%
325 ENGINEERING							
60 PERSONAL SERVICES	513,793	513,793	436,563.73	43,672.60	.00	77,229.27	85.0%
61 SUPPLIES	9,114	9,114	4,712.50	50.81	1,582.96	2,818.54	69.1%
62 OTHER SERVICES	1,899,465	1,618,465	1,295,178.17	213,299.35	23,393.94	299,892.89	81.5%
63 CAPITAL OUTLAY	4,000	4,000	4,000.00	.00	.00	.00	100.0%
TOTAL ENGINEERING	2,426,372	2,145,372	1,740,454.40	257,022.76	24,976.90	379,940.70	82.3%
407 LEISURE SERVICES							
60 PERSONAL SERVICES	3,135,937	3,135,937	2,659,059.09	359,600.66	.00	476,877.91	84.8%
61 SUPPLIES	901,072	901,072	703,259.91	64,504.47	128,277.47	69,534.62	92.3%

YTD BUDGET REPORT AS OF JULY 31, 2018

FOR 2018 10

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62 OTHER SERVICES	1,698,077	1,707,074	1,591,837.48	302,427.56	96,008.05	19,228.47	98.9%
63 CAPITAL OUTLAY	75,000	275,000	237,537.86	.00	550.00	36,912.14	86.6%
65 DEBT SERVICE	114,131	114,131	103,224.79	7,352.51	5,365.58	5,540.63	95.1%
TOTAL LEISURE SERVICES	5,924,217	6,133,214	5,294,919.13	733,885.20	230,201.10	608,093.77	90.1%
611 URBAN DEVELOP\BLDG\PLANNING							
60 PERSONAL SERVICES	1,570,274	1,570,274	1,262,620.58	128,815.59	.00	307,653.42	80.4%
61 SUPPLIES	39,940	39,940	16,930.12	1,702.75	1,056.81	21,953.07	45.0%
62 OTHER SERVICES	220,471	250,250	179,736.28	26,374.51	14,727.25	55,786.28	77.7%
TOTAL URBAN DEVELOP\BLDG\PLANNING	1,830,685	1,860,464	1,459,286.98	156,892.85	15,784.06	385,392.77	79.3%
621 ECONOMIC DEVELOPMENT							
60 PERSONAL SERVICES	281,455	281,455	175,709.21	17,692.81	.00	105,745.79	62.4%
61 SUPPLIES	14,100	14,100	12,790.38	822.58	947.45	362.17	97.4%
62 OTHER SERVICES	102,951	102,951	69,849.19	17,759.55	15,000.00	18,101.81	82.4%
63 CAPITAL OUTLAY	236,000	236,000	20,297.86	.00	3,981.96	211,720.18	10.3%
TOTAL ECONOMIC DEVELOPMENT	634,506	634,506	278,646.64	36,274.94	19,929.41	335,929.95	47.1%
901 OPERATION TRANSFERS							
66 OPERATING TRANSFERS	938,447	938,447	.00	.00	.00	938,447.00	.0%
TOTAL OPERATION TRANSFERS	938,447	938,447	.00	.00	.00	938,447.00	.0%
TOTAL GENERAL FUND	1,125,872	1,208,661	-1,806,406.21	603,508.52	851,824.57	2,163,242.90	-79.0%
TOTAL REVENUES	-58,461,870	-58,304,223	-48,321,230.40	-4,669,866.60	8,810.00	-9,991,802.48	
TOTAL EXPENSES	59,587,742	59,512,884	46,514,824.19	5,273,375.12	843,014.57	12,155,045.38	
030 DISASTER RELIEF							
000 REVENUES							

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030 DISASTER RELIEF	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
45 GRANTS FEDERAL	-1,382,084	-1,382,084	-146,919.06	.00	.00	-1,235,164.94	10.6%
46 GRANTS STATE	0	0	-42,559.97	.00	.00	42,559.97	100.0%
TOTAL REVENUES	-1,382,084	-1,382,084	-189,479.03	.00	.00	-1,192,604.97	13.7%
TOTAL DISASTER RELIEF	-1,382,084	-1,382,084	-189,479.03	.00	.00	-1,192,604.97	13.7%
TOTAL REVENUES	-1,382,084	-1,382,084	-189,479.03	.00	.00	-1,192,604.97	
100 CAPITAL PROJECTS							
000 REVENUES							
45 GRANTS FEDERAL	-25,920,081	-33,217,295	-8,045,346.01	-568,061.55	.00	-25,171,948.92	24.2%
46 GRANTS STATE	-50,883,787	-38,883,787	-2,795,585.29	.00	.00	-36,088,201.54	7.2%
51 INTEREST EARNED	0	0	-46,652.50	-34,313.49	.00	46,652.50	100.0%
56 MISC REVENUE	-1,000,000	-1,830,380	-1,394,448.12	.00	.00	-435,932.24	76.2%
57 OPERATING TRANSFERS	-1,735,289	-1,735,289	.00	.00	.00	-1,735,288.92	.0%
58 OTHER FINANCING SRCE	0	-40,580,237	-40,580,236.70	.00	.00	.00	100.0%
TOTAL REVENUES	-79,539,157	-116,246,988	-52,862,268.62	-602,375.04	.00	-63,384,719.12	45.5%
345 CAPITAL PROJECTS - CAP							
62 OTHER SERVICES	756,227	784,573	453,737.05	26,916.27	83,577.58	247,258.73	68.5%
63 CAPITAL OUTLAY	1,526,941	1,526,941	174,133.17	.00	1,366,400.11	-13,592.37	100.9%
64 CAPITAL PROJECTS	63,236,266	70,111,094	21,460,920.66	1,963,873.78	7,812,099.57	40,838,073.55	41.8%
65 DEBT SERVICE	100,959	830,817	840,433.82	.00	.00	-9,616.40	101.2%
TOTAL CAPITAL PROJECTS - CAP	65,620,393	73,253,425	22,929,224.70	1,990,790.05	9,262,077.26	41,062,123.51	43.9%
440 CAPITAL PRJS-LEISURE/HARBOR							
64 CAPITAL PROJECTS	0	1,399,659	565,878.26	127,341.71	833,779.78	.47	100.0%
TOTAL CAPITAL PRJS-LEISURE/HARBOR	0	1,399,659	565,878.26	127,341.71	833,779.78	.47	100.0%
TOTAL CAPITAL PROJECTS	-13,918,764	-41,593,904	-29,367,165.66	1,515,756.72	10,095,857.04	-22,322,595.14	46.3%
TOTAL REVENUES	-79,539,157	-116,246,988	-52,862,268.62	-602,375.04	.00	-63,384,719.12	
TOTAL EXPENSES	65,620,393	74,653,084	23,495,102.96	2,118,131.76	10,095,857.04	41,062,123.98	

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200 COMMUNITY DEVELOPMENT	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
200 COMMUNITY DEVELOPMENT							
000 REVENUES							
45 GRANTS FEDERAL	0	-4,949,515	-938,944.89	-140,385.00	.00	-4,010,569.74	19.0%
51 INTEREST EARNED	0	0	-112.02	.00	.00	112.02	100.0%
TOTAL REVENUES	0	-4,949,515	-939,056.91	-140,385.00	.00	-4,010,457.72	19.0%
511 COMMUNITY DEVELOPMENT							
60 PERSONAL SERVICES	59,488	106,564	82,941.65	7,948.69	.00	23,622.35	77.8%
61 SUPPLIES	4,100	3,300	252.49	252.49	.00	3,047.51	7.7%
62 OTHER SERVICES	22,807	148,862	4,789.07	1,345.80	.00	144,072.93	3.2%
64 CAPITAL PROJECTS	76,411	741,922	.00	.00	72,300.00	669,622.14	9.7%
TOTAL COMMUNITY DEVELOPMENT	162,806	1,000,648	87,983.21	9,546.98	72,300.00	840,364.93	16.0%
513 HOME CONSORTIUM							
60 PERSONAL SERVICES	157,389	96,881	110,573.02	11,007.73	.00	-13,691.78	114.1%
61 SUPPLIES	9,500	1,081	706.47	.00	.00	374.61	65.3%
62 OTHER SERVICES	50,490	5,692	1,111.18	227.51	.00	4,580.88	19.5%
85 HOME CONSORTIUM	125,384	509,420	256,516.97	142,418.27	.00	252,903.04	50.4%
TOTAL HOME CONSORTIUM	342,763	613,074	368,907.64	153,653.51	.00	244,166.75	60.2%
514 CDBG SUPPLEMENTAL FUNDS-KATRNA							
62 OTHER SERVICES	515,501	615,301	7,485.00	.00	.00	607,815.84	1.2%
64 CAPITAL PROJECTS	4,989,856	8,743,630	800,210.97	14,850.30	1,734,127.94	6,209,290.93	29.0%
TOTAL CDBG SUPPLEMENTAL FUNDS-KAT	5,505,356	9,358,931	807,695.97	14,850.30	1,734,127.94	6,817,106.77	27.2%
TOTAL COMMUNITY DEVELOPMENT	6,010,926	6,023,139	325,529.91	37,665.79	1,806,427.94	3,891,180.73	35.4%
TOTAL REVENUES	0	-4,949,515	-939,056.91	-140,385.00	.00	-4,010,457.72	
TOTAL EXPENSES	6,010,926	10,972,653	1,264,586.82	178,050.79	1,806,427.94	7,901,638.45	

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210 POLICE AND FIRE RETIREMENT	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
210 POLICE AND FIRE RETIREMENT							
000 REVENUES							
40 PROPERTY TAXES	-1,028,046	-1,028,046	-928,876.63	-23,715.49	.00	-99,169.37	90.4%
49 INTERGOVERNMENTAL	-34,000	-34,000	-18,214.48	.00	.00	-15,785.52	53.6%
TOTAL REVENUES	-1,062,046	-1,062,046	-947,091.11	-23,715.49	.00	-114,954.89	89.2%
211 POLICE AND FIRE RETIREMENT							
62 OTHER SERVICES	1,062,046	1,062,046	947,091.11	23,715.49	.00	114,954.89	89.2%
TOTAL POLICE AND FIRE RETIREMENT	1,062,046	1,062,046	947,091.11	23,715.49	.00	114,954.89	89.2%
TOTAL POLICE AND FIRE RETIREMENT	0	0	.00	.00	.00	.00	.0%
TOTAL REVENUES	-1,062,046	-1,062,046	-947,091.11	-23,715.49	.00	-114,954.89	
TOTAL EXPENSES	1,062,046	1,062,046	947,091.11	23,715.49	.00	114,954.89	
275 POLICE FORFEITURE & SEIZURE							
000 REVENUES							
49 INTERGOVERNMENTAL	0	-351,077	-418,804.04	-1,945.89	.00	67,726.61	119.3%
51 INTEREST EARNED	0	0	-2,295.42	.00	.00	2,295.42	100.0%
56 MISC REVENUE	0	0	-7,553.54	-7,540.21	.00	7,553.54	100.0%
58 OTHER FINANCING SRCE	0	0	-9,224.00	.00	.00	9,224.00	100.0%
TOTAL REVENUES	0	-351,077	-437,877.00	-9,486.10	.00	86,799.57	124.7%
276 FORFEITURES AND SEIZURES FED							
61 SUPPLIES	4,499	19,499	18,953.91	.00	481.46	64.03	99.7%
62 OTHER SERVICES	10,000	20,000	1,544.00	.00	.00	18,456.00	7.7%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
63 CAPITAL OUTLAY	228,011	548,357	289,638.05	23,504.04	26,225.95	232,493.45	57.6%
TOTAL FORFEITURES AND SEIZURES FE	242,510	587,857	310,135.96	23,504.04	26,707.41	251,013.48	57.3%
277 FORFEITURES AND SEIZURES COUNT							
61 SUPPLIES	6,084	11,833	9,865.07	30.35	97.00	1,870.88	84.2%
63 CAPITAL OUTLAY	148,403	148,403	126,681.00	.00	.00	21,722.34	85.4%
TOTAL FORFEITURES AND SEIZURES CO	154,487	160,236	136,546.07	30.35	97.00	23,593.22	85.3%
TOTAL POLICE FORFEITURE & SEIZURE	396,997	397,016	8,805.03	14,048.29	26,804.41	361,406.27	9.0%
TOTAL REVENUES	0	-351,077	-437,877.00	-9,486.10	.00	86,799.57	
TOTAL EXPENSES	396,997	748,093	446,682.03	23,534.39	26,804.41	274,606.70	
285 COASTAL NARCOTICS TASK FORCE							
000 REVENUES							
49 INTERGOVERNMENTAL	0	-5,660	-6,371.35	-711.15	.00	711.15	112.6%
51 INTEREST EARNED	0	0	-499.92	.00	.00	499.92	100.0%
56 MISC REVENUE	0	0	-295.43	-295.43	.00	295.43	100.0%
TOTAL REVENUES	0	-5,660	-7,166.70	-1,006.58	.00	1,506.50	126.6%
286 POLICE NARCOTICS TASK FORCE							
61 SUPPLIES	84,268	83,928	7,043.95	82.72	694.00	76,190.45	9.2%
63 CAPITAL OUTLAY	3,356	9,356	1,227.03	.00	3,994.00	4,134.97	55.8%
TOTAL POLICE NARCOTICS TASK FORCE	87,624	93,284	8,270.98	82.72	4,688.00	80,325.42	13.9%
TOTAL COASTAL NARCOTICS TASK FORC	87,624	87,624	1,104.28	-923.86	4,688.00	81,831.92	6.6%
TOTAL REVENUES	0	-5,660	-7,166.70	-1,006.58	.00	1,506.50	
TOTAL EXPENSES	87,624	93,284	8,270.98	82.72	4,688.00	80,325.42	
300 MUNICIPAL DEBT SERVICE							
000 REVENUES							

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300 MUNICIPAL DEBT SERVICE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
40 PROPERTY TAXES	-4,525,000	-4,525,000	-4,182,314.49	-105,852.04	.00	-342,685.51	92.4%
49 INTERGOVERNMENTAL	-116,106	-116,106	-82,229.14	.00	.00	-33,876.86	70.8%
51 INTEREST EARNED	0	0	-113,572.54	.00	.00	113,572.54	100.0%
56 MISC REVENUE	-183,000	-183,000	.00	.00	.00	-183,000.00	.0%
57 OPERATING TRANSFERS	-938,447	-938,447	.00	.00	.00	-938,447.00	.0%
TOTAL REVENUES	-5,762,553	-5,762,553	-4,378,116.17	-105,852.04	.00	-1,384,436.83	76.0%
701 DEBT SERVICE							
65 DEBT SERVICE	5,802,084	5,631,586	5,515,705.03	.00	97,695.99	18,185.31	99.7%
TOTAL DEBT SERVICE	5,802,084	5,631,586	5,515,705.03	.00	97,695.99	18,185.31	99.7%
TOTAL MUNICIPAL DEBT SERVICE	39,531	-130,967	1,137,588.86	-105,852.04	97,695.99	-1,366,251.52	-943.2%
TOTAL REVENUES	-5,762,553	-5,762,553	-4,378,116.17	-105,852.04	.00	-1,384,436.83	
TOTAL EXPENSES	5,802,084	5,631,586	5,515,705.03	.00	97,695.99	18,185.31	
400 WATER/SEWER UTILITY FUND							
000 REVENUES							
48 FINES AND FORFEITS	-3,337	-3,337	-643.87	.00	.00	-2,693.13	19.3%
50 CHARGES FOR SERVICE	-33,100,652	-33,100,652	-27,395,155.44	-2,867,365.06	.00	-5,705,496.56	82.8%
51 INTEREST EARNED	-33,022	-33,022	-26,507.63	.00	.00	-6,514.37	80.3%
56 MISC REVENUE	-1,777,612	-1,777,612	-1,594,488.92	-147,681.34	.00	-183,123.08	89.7%
63 CAPITAL OUTLAY	0	0	1,000,000.00	.00	.00	-1,000,000.00	100.0%
TOTAL REVENUES	-34,914,623	-34,914,623	-28,016,795.86	-3,015,046.40	.00	-6,897,827.14	80.2%
811 UTILITY BILLING							
60 PERSONAL SERVICES	964,422	964,422	771,109.22	77,237.50	.00	193,312.78	80.0%
61 SUPPLIES	68,500	68,500	42,320.55	2,060.63	14,447.70	11,731.75	82.9%
62 OTHER SERVICES	2,006,896	2,006,896	311,538.49	37,428.14	4,765.16	1,690,592.35	15.8%
63 CAPITAL OUTLAY	30,000	30,000	3,336.26	.00	.00	26,663.74	11.1%
TOTAL UTILITY BILLING	3,069,818	3,069,818	1,128,304.52	116,726.27	19,212.86	1,922,300.62	37.4%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
815 WATER OPERATIONS							
61 SUPPLIES	1,823,763	1,838,763	1,323,188.09	100,482.83	111,814.50	403,760.41	78.0%
62 OTHER SERVICES	2,826,250	2,897,397	2,461,098.19	388,869.61	184,458.17	251,841.07	91.3%
63 CAPITAL OUTLAY	353,864	214,003	5,634.65	5,634.65	62,180.53	146,187.93	31.7%
TOTAL WATER OPERATIONS	5,003,877	4,950,164	3,789,920.93	494,987.09	358,453.20	801,789.41	83.8%
825 SEWER OPERATIONS							
60 PERSONAL SERVICES	114,230	114,230	46,945.50	4,732.96	.00	67,284.50	41.1%
61 SUPPLIES	947,120	962,120	696,720.08	76,509.22	91,805.03	173,594.89	82.0%
62 OTHER SERVICES	2,612,008	3,058,558	2,384,393.79	373,609.93	213,933.92	460,230.71	85.0%
63 CAPITAL OUTLAY	0	20,565	20,232.40	.00	.00	332.60	98.4%
TOTAL SEWER OPERATIONS	3,673,358	4,155,473	3,148,291.77	454,852.11	305,738.95	701,442.70	83.1%
835 DEBT SERVICE WATER AND SEWER							
65 DEBT SERVICE	8,466,462	8,466,462	8,011,387.84	173,310.25	.00	455,074.16	94.6%
TOTAL DEBT SERVICE WATER AND SEWE	8,466,462	8,466,462	8,011,387.84	173,310.25	.00	455,074.16	94.6%
845 HCWWSWMD							
62 OTHER SERVICES	11,223,464	11,223,464	10,018,072.78	950,999.11	243,694.89	961,696.33	91.4%
TOTAL HCWWSWMD	11,223,464	11,223,464	10,018,072.78	950,999.11	243,694.89	961,696.33	91.4%
849 WATER AND SEWER PROJECTS							
62 OTHER SERVICES	483,938	531,589	131,673.25	1,200.00	247,495.82	152,419.93	71.3%
63 CAPITAL OUTLAY	269,298	894,298	594,835.24	133,731.00	264,809.26	34,653.73	96.1%
64 CAPITAL PROJECTS	8,325,706	7,277,651	2,575,000.42	.00	2,650,299.51	2,052,351.34	71.8%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
65 DEBT SERVICE	20,825	49,980	41,650.10	4,165.01	.00	8,330.02	83.3%
TOTAL WATER AND SEWER PROJECTS	9,099,767	8,753,519	3,343,159.01	139,096.01	3,162,604.59	2,247,755.02	74.3%
TOTAL WATER/SEWER UTILITY FUND	5,622,123	5,704,277	1,422,340.99	-685,075.56	4,089,704.49	192,231.10	96.6%
TOTAL REVENUES	-34,914,623	-34,914,623	-29,016,795.86	-3,015,046.40	.00	-5,897,827.14	
TOTAL EXPENSES	40,536,746	40,618,900	30,439,136.85	2,329,970.84	4,089,704.49	6,090,058.24	
420 JOSEPH T JONES							
000 REVENUES							
45 GRANTS FEDERAL	0	0	-20,462.30	-20,462.30	.00	20,462.30	100.0%
50 CHARGES FOR SERVICE	-828,000	-828,000	-650,087.16	-108,187.98	.00	-177,912.84	78.5%
51 INTEREST EARNED	0	0	-968.63	.00	.00	968.63	100.0%
56 MISC REVENUE	-385,000	-385,000	-435,748.11	-.15	.00	50,748.11	113.2%
TOTAL REVENUES	-1,213,000	-1,213,000	-1,107,266.20	-128,650.43	.00	-105,733.80	91.3%
445 JOSEPH T JONES							
60 PERSONAL SERVICES	308,724	308,724	258,707.30	25,451.03	.00	50,016.70	83.8%
61 SUPPLIES	433,767	412,031	361,498.87	34,309.78	34,890.71	15,641.82	96.2%
62 OTHER SERVICES	893,243	1,274,478	746,937.04	45,683.01	251,644.83	275,896.13	78.4%
TOTAL JOSEPH T JONES	1,635,734	1,995,233	1,367,143.21	105,443.82	286,535.54	341,554.65	82.9%
TOTAL JOSEPH T JONES	422,734	782,233	259,877.01	-23,206.61	286,535.54	235,820.85	69.9%
TOTAL REVENUES	-1,213,000	-1,213,000	-1,107,266.20	-128,650.43	.00	-105,733.80	
TOTAL EXPENSES	1,635,734	1,995,233	1,367,143.21	105,443.82	286,535.54	341,554.65	
500 GROUP HEALTH AND LIFE							
000 REVENUES							
50 CHARGES FOR SERVICE	-5,849,317	-5,849,317	-5,217,912.46	-460,687.53	.00	-631,404.54	89.2%

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500 GROUP HEALTH AND LIFE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
56 MISC REVENUE	-500,000	-500,000	-203,951.12	-17,278.39	.00	-296,048.88	40.8%
TOTAL REVENUES	-6,349,317	-6,349,317	-5,421,863.58	-477,965.92	.00	-927,453.42	85.4%
911 GROUP HEALTH AND LIFE							
62 OTHER SERVICES	6,303,627	6,303,627	5,274,601.32	679,014.50	.00	1,029,025.68	83.7%
TOTAL GROUP HEALTH AND LIFE	6,303,627	6,303,627	5,274,601.32	679,014.50	.00	1,029,025.68	83.7%
TOTAL GROUP HEALTH AND LIFE	-45,690	-45,690	-147,262.26	201,048.58	.00	101,572.26	322.3%
TOTAL REVENUES	-6,349,317	-6,349,317	-5,421,863.58	-477,965.92	.00	-927,453.42	
TOTAL EXPENSES	6,303,627	6,303,627	5,274,601.32	679,014.50	.00	1,029,025.68	
510 CLAIMS CONTINGENCY							
000 REVENUES							
50 CHARGES FOR SERVICE	-2,397,554	-2,397,554	-2,243,692.82	-561,961.40	.00	-153,861.18	93.6%
51 INTEREST EARNED	-1,000	-1,000	-19,252.10	.00	.00	18,252.10	1925.2%
56 MISC REVENUE	-224,000	-224,000	-129,188.88	.00	.00	-94,811.12	57.7%
TOTAL REVENUES	-2,622,554	-2,622,554	-2,392,133.80	-561,961.40	.00	-230,420.20	91.2%
915 CLAIMS CONTINGENCY							
62 OTHER SERVICES	2,601,210	2,601,210	2,268,541.46	52,648.38	19,114.40	313,554.14	87.9%
TOTAL CLAIMS CONTINGENCY	2,601,210	2,601,210	2,268,541.46	52,648.38	19,114.40	313,554.14	87.9%
TOTAL CLAIMS CONTINGENCY	-21,344	-21,344	-123,592.34	-509,313.02	19,114.40	83,133.94	489.5%
TOTAL REVENUES	-2,622,554	-2,622,554	-2,392,133.80	-561,961.40	.00	-230,420.20	
TOTAL EXPENSES	2,601,210	2,601,210	2,268,541.46	52,648.38	19,114.40	313,554.14	
GRAND TOTAL	-1,662,075	-28,971,039	-28,478,659.42	1,047,656.81	17,278,652.38	-17,771,031.66	38.7%

** END OF REPORT - Generated by Leah Holland **

CITY OF GULFPORT

YTD PRJ REPORT AS OF JULY 31, 2018

FOR 2018 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
200 COMMUNITY DEVELOPMENT							
05697 GASTON POINT CENTER IMPROVEME	0	200,000	.00	.00	72,300.00	127,700.00	36.2%
05755 I.FREDERICKS BASEBALL FENCE 1	0	100,000	.00	.00	.00	100,000.00	.0%
05756 GASTON PT GYM FLOOR/AC 2017	0	250,000	.00	.00	.00	250,000.00	.0%
05801 DOWNTOWN STREET SCAPE ENHANCE	359,643	279,800	.00	.00	.00	279,800.00	.0%
05803 MDA Streetscape Improvements	-26,614	2,542,131	73,278.55	.00	1,464,832.62	1,004,019.85	60.5%
05849 BRICKYARD BAYOU DRAINAGE	4,183,859	4,183,859	77,276.95	-839.05	45,220.00	4,061,362.49	2.9%
05850 COFFEE CREEK DRAINAGE/RECREAT	988,468	988,468	635,811.84	.00	91,187.51	261,468.43	73.5%
05851 MDA HWY 49 AND 18TH ST DRAINA	0	1,364,672	21,328.63	15,689.35	132,887.81	1,210,456.00	11.3%
91667 SILVER RIDGE PARK 1/2 COURT B	0	35,000	.00	.00	.00	35,000.00	.0%
TOTAL COMMUNITY DEVELOPMENT	5,505,356	9,943,931	807,695.97	14,850.30	1,806,427.94	7,329,806.77	26.3%
GRAND TOTAL	5,505,356	9,943,931	807,695.97	14,850.30	1,806,427.94	7,329,806.77	26.3%

** END OF REPORT - Generated by Leah Holland **

CITY OF GULFPORT

YTD PRJ REPORT AS OF JULY 31, 2018

FOR 2018 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
100 CAPITAL PROJECTS							
00100 Bayou Vista Golf Clubhouse an	236,701	236,701	22,835.10	.00	55,417.31	158,449.01	33.1%
00101 Splash Pad North of Dedeaux R	125,000	125,000	.00	.00	.00	125,000.00	.0%
00103 Sullivan Lane Paving/Kincrest	50,000	50,099	50,098.58	.00	.00	.00	100.0%
00106 Dedeaux Rd Widening Phase II	0	6,449,854	1,613,249.63	379,628.93	4,311,915.88	524,688.89	91.9%
00108 34TH AVE BOX CULVERT	0	119,850	.00	.00	119,850.00	.00	100.0%
00109 SHIP ISLAND FERRY TERMINAL	0	1,399,659	565,878.26	127,341.71	833,779.78	.47	100.0%
00110 40th St Paving (Wash to E Dea	0	51,741	.00	.00	51,741.00	.00	100.0%
00111 19th St Paving (49th to 42nd)	0	43,400	.00	.00	.00	43,400.00	.0%
00112 John Ross Rd Paving (605 to O	0	123,000	.00	.00	.00	123,000.00	.0%
00113 Trace/Angela/Whitney Dr Pavin	0	39,739	37,531.49	.00	.00	2,207.87	94.4%
02203 CREOSOTE/THREE RIVERS/US49/AI	0	0	-1,526.00	.00	.00	1,526.00	100.0%
02341 SEAWAY ROAD WIDENING TEA 21	0	1,607	1,606.58	.00	.00	.00	100.0%
02386 JONES PARK \ HARBOR IMP '07	1,011,885	811,885	.00	.00	.00	811,885.00	.0%
02393 28TH STREET WIDENING(TEA 21)2	1,861,899	1,923,647	1,265,215.87	272,784.95	515,764.24	142,666.81	92.6%
02405 DEDEAUX ROAD WIDENING PHASE 2	2,001,196	93,512	.00	.00	.00	93,512.47	.0%
02444 JONES PARK LIGHTING AND INFRA	316,888	58,692	46,077.41	.00	12,614.11	.00	100.0%
02503 THREE RIVRS RD/CREOSOTE RD WD	3,863	3,863	3,863.08	.00	.00	.00	100.0%
02506 AIRPORT RD WDNG/WASH AVE-4 RN	641,857	641,857	20,643.00	.00	71,044.75	550,169.25	14.3%
02507 WAYFINDING PROJECT	34,890	34,890	1,531.01	.00	.00	33,358.86	4.4%
02508 ORANGE GROVE ROOF	383,261	383,261	.00	.00	.00	383,261.08	.0%
02748 HAR CO DIST 4 PAVING PROJ/LIS	21,436	21,436	.00	.00	.00	21,436.00	.0%
02765 JONES PARK IMP-BARKSDALE DONA	45,182	45,182	36,488.17	.00	8,694.28	.00	100.0%
02770 JONES PARK IMP-LEO SEAL DONAT	110,049	110,049	83,427.92	.00	26,621.08	.00	100.0%
02785 2012 BOND ISSUE-PHASE 5 / 22N	34,062	34,062	.00	.00	.00	34,061.64	.0%
02788 PHASE 8 / E TAYLOR RD	24,326	24,326	.00	.00	.00	24,325.94	.0%
02796 COURTHOUSE RD IMP/WIDENING	4,901,178	5,051,179	2,898,623.99	152,323.90	2,002,554.25	150,000.42	97.0%
02804 LANDON RD WIDENING	1,265,706	1,265,706	4,199.44	.00	.00	1,261,506.53	.3%
02810 PASS RD TRAFFIC SIGNAL SOFTWA	17,368	17,368	.00	.00	.00	17,367.53	.0%
02814 TIDELANDS 14 YACHT BASIN	227,218	227,218	.00	.00	.00	227,217.50	.0%
02817 TIDELANDS 15-COURTHOUSE RD BO	99,425	99,425	9,120.75	.00	17,964.89	72,339.75	27.2%
02818 SEASONAL LIGHT SHOW	122,576	122,576	100,792.83	.00	21,664.99	117.76	99.9%
02819 AQUARIUM	41,712,892	43,701,407	9,681,975.66	1,148,769.76	.00	34,019,431.77	22.2%
02820 TIDELANDS 16-IMPROV JONES YAC	300,000	300,000	147,527.57	12,499.40	65,435.59	87,036.84	71.0%
02821 E TAYLOR RD TRAFFIC STUDY	6,865	6,865	.00	.00	.00	6,865.00	.0%
02822 20TH AVE MATCH	130,000	130,000	33,197.00	16,171.00	74,247.18	22,555.82	82.6%
02823 Seaway Road Pedestrian Pathwa	985,380	983,773	66,878.18	.00	53,913.96	862,981.28	12.3%
02824 Tidelands-FY17 Yacht Basin	0	125,000	.00	.00	.00	125,000.00	.0%
02826 Tidelands-FY17 Bulkhead Repai	0	22,500	.00	.00	.00	22,500.00	.0%
02904 AIRPORT ROAD PAVING	100,000	62,067	62,067.00	.00	.00	.00	100.0%
02907 HIGHWAY 49 @ 18TH ST DRAINAGE	5,000	0	.00	.00	.00	.00	.0%

YTD PRJ REPORT AS OF JULY 31, 2018

FOR 2018 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
02909 EPA STORMWATER PHASE 2 PROJEC	24,611	24,611	24,611.05	.00	.00	.00	100.0%
02914 ROYAL STREET/ST CHARLES DRAIN	19,040	19,040	.00	.00	.00	19,040.22	.0%
02918 MILL RD DRAINAGE PROJECT	40,000	40,000	.00	.00	.00	40,000.00	.0%
02919 53RD AVE BOX CULVERT PROJECT	35,000	35,000	.00	.00	.00	35,000.00	.0%
02920 LEISURE SERVICES PROJECTS	5,262	11,970	.00	.00	.00	11,969.52	.0%
02921 FLAT BRANCH/QUBBIE CREEK PROJ	100,000	705,845	93,052.65	7,906.45	200,789.35	412,003.00	41.6%
02930 SOCCER FIELDS	2,061,182	2,061,182	1,996,293.92	.00	3,889.26	60,999.24	97.0%
02935 BAYOU VIEW ADA IMPROVEMENTS	71,620	21,620	.00	.00	.00	21,619.74	.0%
02940 SOFTBALL FIELD EXPANSION SPOR	4,311,303	4,643,072	4,294,146.56	517.08	270,131.03	78,794.75	98.3%
05441 28TH ST PARK IMPROVEMENTS 14	40,624	0	.00	.00	.00	.00	.0%
05849 BRICKYARD BAYOU DRAINAGE	535,766	535,766	137,348.60	.00	3,500.31	394,916.87	26.3%
05850 COFFEE CREEK DRAINAGE/RECREAT	42,384	42,384	1,600.00	.00	4,844.43	35,940.00	15.2%
05851 MDA HWY 49 AND 18TH ST DRAINA	0	5,000	314.30	188.58	3,079.26	1,606.44	67.9%
29008 LEASE PURCHASE OF 5 FIRE TRUC	1,502,330	1,502,330	149,522.12	.00	1,366,400.11	-13,592.37	100.9%
41147 PLAYGROUND MODULES	54,848	62,548	46,911.24	.00	.00	15,637.08	75.0%
82585 VEH MOUNTED CAMERA TRUCK I &	320	320	.00	.00	.00	320.00	.0%
TOTAL CAPITAL PROJECTS	65,620,393	74,653,084	23,495,102.96	2,118,131.76	10,095,857.04	41,062,123.98	45.0%

400 WATER/SEWER UTILITY FUND

00105 FY18 CAPITAL EQUIP/MACHINERY	0	625,000	359,182.07	131,631.00	264,809.26	1,008.67	99.8%
00107 GRAHAM STREET CAVE-IN	0	150,000	137,158.50	.00	.00	12,841.50	91.4%
00108 34TH AVE BOX CULVERT	0	82,546	.00	.00	82,546.00	.00	100.0%
00115 Laurelwood	0	300,000	.00	.00	.00	300,000.00	.0%
00117 N Wastewater Trmt Plant Expan	0	60,000	10,000.00	.00	50,000.00	.00	100.0%
02787 ST PAVING PHASE 7	20,912	20,912	.00	.00	.00	20,911.79	.0%
02922 PW EQUIPMENT	269,298	269,298	235,653.17	2,100.00	.00	33,645.06	87.5%
02940 SOFTBALL FIELD EXPANSION SPOR	180,953	180,953	189,138.53	.00	.00	-8,185.72	104.5%
81522 UTILITY ACQUISITION	0	0	1,000,000.00	.00	.00	-1,000,000.00	100.0%
82562 SEAWAY ISLAND WATER MAIN CONN	49,335	49,335	3,132.50	.00	12,901.00	33,301.95	32.5%
82564 38TH AVE SEWER PROJECT	214,985	213,785	199,027.80	.00	3,271.00	11,485.74	94.6%
82565 BAYOU VIEW TANK REPLACEMENT	2,650,963	2,726,680	20,036.08	.00	2,689,195.96	17,448.17	99.4%
82567 POPLAR CIRCLE CHAMBERLAIN AVE	188,803	188,803	135,663.17	.00	.00	53,139.92	71.9%
82568 PH 1WEST 28TH ST WATER MAIN I	76,060	76,060	.00	.00	.00	76,060.00	.0%
82569 PH 2WEST 28TH ST WATER MAIN I	480,703	480,703	164,945.18	.00	730.37	315,026.95	34.5%
82571 PUMP STATION REHABILITATION	75,007	99,857	73,677.80	.00	.00	26,178.82	73.8%
82572 BENEFIELD SEWER REPLACEMENT	1,065,384	1,290,384	1,105,615.38	.00	40,080.68	144,688.30	88.8%
82575 FIBER OPTIC COMM PLAN	11,566	11,566	.00	.00	.00	11,565.66	.0%
82578 HERRING ROAD SEWER	12,883	11,891	11,726.75	.00	.00	164.70	98.6%
82579 SAUCIER LN/BEAULAH CHURCH RD	160,470	158,910	30,909.87	.00	5,190.33	122,810.00	22.7%
82580 HWY 49/OR GR/SSWAN/3 RVRS	0	611,050	577,588.33	.00	.34	33,461.33	94.5%

CITY OF GULFPORT

YTD PRJ REPORT AS OF JULY 31, 2018

FOR 2018 10

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
82581 FORREST HEIGHTS SEWER SYSTEM	9,345	9,345	.00	.00	.00	9,345.00	.0%
82582 LAURELWOOD,SULLIVAN,DUCKWRTH	51,434	51,434	19,025.00	.00	.00	32,408.80	37.0%
82583 THREE RVRS FR ONEAL TO DCKWRT	3,700	5,892	3,000.00	1,200.00	2,874.37	17.47	99.7%
82584 THREE RIVERS RD/MAYS RD SEWER	100,322	1,006,322	27,085.00	.00	7,505.28	971,732.00	3.4%
82585 VEH MOUNTED CAMERA TRUCK I &	20,825	49,980	41,650.10	4,165.01	.00	8,330.02	83.3%
83102 NORTH ORANGE GROVE INTERCEPTO	0	0	-138.89	.00	.00	138.89	100.0%
TOTAL WATER/SEWER UTILITY FUND	5,642,948	8,730,706	4,344,076.34	139,096.01	3,159,104.59	1,227,525.02	85.9%
GRAND TOTAL	71,263,340	83,383,790	27,839,179.30	2,257,227.77	13,254,961.63	42,289,649.00	49.3%

** END OF REPORT - Generated by Leah Holland **

Comptroller

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-239-7401

City Hall
2309 15th St.
Gulfport, MS 39501

MEMORANDUM

To: Mayor Billy Hewes
Council President F.B. 'Rusty' Walker, IV
Councilman Kenneth L. Casey, Sr.
Councilman Robert 'R. Lee' Flowers
Councilwoman Ella Holmes-Hines
Councilwoman Cara L. Pucheu
Councilman Ronald "Ron" Roland
Councilman Myles Sharp

CC: Dr. John Kelly, CAO

From: Linda Elias, Comptroller

Date: August 24, 2018

Re: Year-To-Date Budget Report for the Month Ending June 30, 2018

Please find attached a year-to-date budget report for the month ending June 30, 2018, representing the ninth (9th) month of the City's 2018 fiscal year.

The first twelve (12) pages of the report present summary financial information of all City Funds on a Department basis. Following the summary financial information section of the report is a summary of the City's current budgeted capital projects. Financial information contained within this section is presented on a funding source and "project" basis – expenditures only.

As always, please do not hesitate to call me if I can be of further assistance.

CITY OF GULFPORT

YTD BUDGET REPORT AS OF JUNE 30, 2018

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
010 GENERAL FUND							
000 REVENUES							
40 PROPERTY TAXES	-19,660,000	-19,660,000	-17,653,121.26	-406,890.68	.00	-2,006,878.74	89.8%
41 SALES TAX	-21,162,929	-21,162,929	-16,122,322.75	-1,754,010.57	.00	-5,040,606.25	76.2%
42 LICENSES AND PERMITS	-1,445,685	-1,445,685	-699,262.10	-71,382.75	.00	-746,422.90	48.4%
43 FRANCHISE FEES	-3,735,000	-3,735,000	-2,638,839.65	.00	.00	-1,096,160.35	70.7%
44 GAMING FEES	-4,108,061	-4,108,061	-2,789,969.86	-303,481.65	.00	-1,318,091.14	67.9%
45 GRANTS FEDERAL	-849,905	-516,572	-178,026.21	-7,460.80	.00	-338,545.71	34.5%
47 GRANTS OTHER	-1,684,944	-1,684,944	-700,707.59	-43,960.42	.00	-984,236.41	41.6%
48 FINES AND FORFEITS	-1,302,631	-1,302,631	-847,938.43	-88,225.88	.00	-454,692.57	65.1%
49 INTERGOVERNMENTAL	-2,032,976	-2,032,976	-1,048,015.49	-25,771.03	.00	-984,960.51	51.6%
50 CHARGES FOR SERVICE	-2,252,945	-2,400,392	-657,694.57	-108,832.04	10,060.00	-1,752,757.63	27.0%
51 INTEREST EARNED	-22,299	-22,299	-150,621.76	861.18	.00	128,322.76	675.5%
56 MISC REVENUE	-204,495	-206,077	-103,844.13	-14,505.56	.00	-102,232.47	50.4%
58 OTHER FINANCING SRCE	0	0	-61,000.00	-19,000.00	.00	61,000.00	100.0%
TOTAL REVENUES	-58,461,870	-58,277,566	-43,651,363.80	-2,842,660.20	10,060.00	-14,636,261.92	74.9%
111 EXECUTIVE							
60 PERSONAL SERVICES	289,621	289,621	212,709.51	24,399.32	.00	76,911.49	73.4%
61 SUPPLIES	1,200	1,200	532.30	34.15	19.18	648.52	46.0%
62 OTHER SERVICES	24,115	24,115	12,502.56	1,946.83	.00	11,612.44	51.8%
TOTAL EXECUTIVE	314,936	314,936	225,744.37	26,380.30	19.18	89,172.45	71.7%
115 LEGISLATIVE							
60 PERSONAL SERVICES	383,108	383,108	286,540.97	31,545.97	.00	96,566.53	74.8%
61 SUPPLIES	5,700	5,700	3,627.73	.00	.00	2,072.27	63.6%
62 OTHER SERVICES	1,681,774	1,531,774	462,697.41	6,734.80	34,750.00	1,034,326.59	32.5%
63 CAPITAL OUTLAY	12,311	12,311	640.00	.00	.00	11,671.00	5.2%
TOTAL LEGISLATIVE	2,082,893	1,932,893	753,506.11	38,280.77	34,750.00	1,144,636.39	40.8%
125 JUDICIAL							

YTD BUDGET REPORT AS OF JUNE 30, 2018

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PERSONAL SERVICES	1,174,026	1,135,475	773,159.95	80,560.11	.00	362,315.33	68.1%
61 SUPPLIES	15,700	15,700	5,949.69	.00	2,408.17	7,342.14	53.2%
62 OTHER SERVICES	505,096	505,096	330,414.81	33,371.01	59,676.81	115,004.38	77.2%
63 CAPITAL OUTLAY	5,000	5,000	3,722.00	3,722.00	.00	1,278.00	74.4%
TOTAL JUDICIAL	1,699,822	1,661,271	1,113,246.45	117,653.12	62,084.98	485,939.85	70.7%
135 LEGAL							
60 PERSONAL SERVICES	1,028,493	1,028,493	711,925.05	78,808.43	.00	316,567.95	69.2%
61 SUPPLIES	5,079	5,079	1,710.70	44.21	10.27	3,358.03	33.9%
62 OTHER SERVICES	306,779	306,779	189,377.22	23,846.36	18,512.18	98,889.60	67.8%
63 CAPITAL OUTLAY	8,000	8,000	.00	.00	211.25	7,788.75	2.6%
TOTAL LEGAL	1,348,351	1,348,351	903,012.97	102,699.00	18,733.70	426,604.33	68.4%
145 GENERAL ADMINISTRATION							
60 PERSONAL SERVICES	2,309,486	2,309,486	1,681,753.52	176,704.51	.00	627,732.53	72.8%
61 SUPPLIES	97,782	97,782	35,789.80	2,589.10	5,179.57	56,812.63	41.9%
62 OTHER SERVICES	1,589,848	1,609,848	1,166,879.55	61,229.89	58,090.72	384,877.72	76.1%
63 CAPITAL OUTLAY	370,065	390,536	206,585.85	24,003.70	78,638.95	105,311.20	73.0%
TOTAL GENERAL ADMINISTRATION	4,367,181	4,407,652	3,091,008.72	264,527.20	141,909.24	1,174,734.08	73.3%
175 PUBLIC TRANSPORTATION							
62 OTHER SERVICES	356,933	356,933	275,437.00	.00	.00	81,496.00	77.2%
TOTAL PUBLIC TRANSPORTATION	356,933	356,933	275,437.00	.00	.00	81,496.00	77.2%
212 POLICE							
60 PERSONAL SERVICES	15,104,930	14,780,572	10,473,312.14	1,108,045.03	.00	4,307,259.91	70.9%
61 SUPPLIES	1,267,354	1,288,184	899,620.61	94,451.08	123,057.20	265,505.96	79.4%
62 OTHER SERVICES	1,773,475	1,837,163	1,461,147.29	252,914.30	18,773.00	357,242.55	80.6%

YTD BUDGET REPORT AS OF JUNE 30, 2018

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
63 CAPITAL OUTLAY	0	28,510	27,386.00	.00	.00	1,124.00	96.1%
TOTAL POLICE	18,145,759	17,934,429	12,861,466.04	1,455,410.41	141,830.20	4,931,132.42	72.5%
290 FIRE							
60 PERSONAL SERVICES	11,377,006	11,356,535	8,052,492.73	879,896.81	256.37	3,303,785.90	70.9%
61 SUPPLIES	534,134	555,991	364,889.19	43,971.44	47,173.62	143,927.74	74.1%
62 OTHER SERVICES	596,573	619,073	426,526.05	66,112.76	12,697.77	179,849.18	70.9%
63 CAPITAL OUTLAY	126,000	244,396	89,117.20	53,234.00	43,234.00	112,044.80	54.2%
TOTAL FIRE	12,633,713	12,775,995	8,933,025.17	1,043,215.01	103,361.76	3,739,607.62	70.7%
309 PUBLIC WORKS							
60 PERSONAL SERVICES	1,550,857	1,550,857	1,154,213.93	129,313.97	.00	396,643.07	74.4%
61 SUPPLIES	1,320,245	1,308,677	919,963.34	104,210.98	66,397.88	322,315.38	75.4%
62 OTHER SERVICES	3,877,326	4,037,358	3,233,126.28	506,159.34	493,566.99	310,664.48	92.3%
63 CAPITAL OUTLAY	135,023	111,841	183,393.99	1,861.00	24,863.97	-96,417.37	186.2%
64 CAPITAL PROJECTS	477	50,477	5,073.30	.00	27,214.00	18,190.16	64.0%
TOTAL PUBLIC WORKS	6,883,928	7,059,209	5,495,770.84	741,545.29	612,042.84	951,395.72	86.5%
325 ENGINEERING							
60 PERSONAL SERVICES	513,793	513,793	392,891.13	43,258.91	.00	120,901.87	76.5%
61 SUPPLIES	9,114	9,114	4,661.69	1,271.30	.00	4,452.31	51.1%
62 OTHER SERVICES	1,899,465	1,618,465	1,081,878.82	47,257.67	28,157.19	508,428.99	68.6%
63 CAPITAL OUTLAY	4,000	4,000	4,000.00	.00	.00	.00	100.0%
TOTAL ENGINEERING	2,426,372	2,145,372	1,483,431.64	91,787.88	28,157.19	633,783.17	70.5%
407 LEISURE SERVICES							
60 PERSONAL SERVICES	3,135,937	3,135,937	2,299,458.43	318,823.15	.00	836,478.57	73.3%
61 SUPPLIES	901,072	901,072	638,755.44	93,349.94	132,954.53	129,362.03	85.6%

CITY OF GULFPORT

YTD BUDGET REPORT AS OF JUNE 30, 2018

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62 OTHER SERVICES	1,698,077	1,707,074	1,289,409.92	215,095.61	122,158.26	295,505.82	82.7%
63 CAPITAL OUTLAY	75,000	275,000	237,537.86	.00	1,399.44	36,062.70	86.9%
65 DEBT SERVICE	114,131	114,131	95,872.28	.00	18,258.72	.00	100.0%
TOTAL LEISURE SERVICES	5,924,217	6,133,214	4,561,033.93	627,268.70	274,770.95	1,297,409.12	78.8%
611 URBAN DEVELOP\BLDG\PLANNING							
60 PERSONAL SERVICES	1,570,274	1,570,274	1,133,804.99	126,722.04	.00	436,469.01	72.2%
61 SUPPLIES	39,940	39,940	15,227.37	578.50	186.62	24,526.01	38.6%
62 OTHER SERVICES	220,471	228,897	153,361.77	11,769.70	11,638.88	63,896.16	72.1%
TOTAL URBAN DEVELOP\BLDG\PLANNING	1,830,685	1,839,111	1,302,394.13	139,070.24	11,825.50	524,891.18	71.5%
621 ECONOMIC DEVELOPMENT							
60 PERSONAL SERVICES	281,455	281,455	158,016.40	17,823.64	.00	123,438.60	56.1%
61 SUPPLIES	14,100	14,100	11,967.80	422.19	1,703.39	428.81	97.0%
62 OTHER SERVICES	102,951	102,951	52,089.64	10,063.67	15,315.00	35,546.36	65.5%
63 CAPITAL OUTLAY	236,000	236,000	20,297.86	.00	2,474.33	213,227.81	9.6%
TOTAL ECONOMIC DEVELOPMENT	634,506	634,506	242,371.70	28,309.50	19,492.72	372,641.58	41.3%
901 OPERATION TRANSFERS							
66 OPERATING TRANSFERS	938,447	938,447	.00	.00	.00	938,447.00	.0%
TOTAL OPERATION TRANSFERS	938,447	938,447	.00	.00	.00	938,447.00	.0%
TOTAL GENERAL FUND	1,125,872	1,204,753	-2,409,914.73	1,833,487.22	1,459,038.26	2,155,628.99	-78.9%
TOTAL REVENUES	-58,461,870	-58,277,566	-43,651,363.80	-2,842,660.20	10,060.00	-14,636,261.92	
TOTAL EXPENSES	59,587,742	59,482,318	41,241,449.07	4,676,147.42	1,448,978.26	16,791,890.91	

030 DISASTER RELIEF

000 REVENUES

YTD BUDGET REPORT AS OF JUNE 30, 2018

FOR 2018 09

030 DISASTER RELIEF	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
45 GRANTS FEDERAL	-1,382,084	-1,382,084	-146,919.06	.00	.00	-1,235,164.94	10.6%
46 GRANTS STATE	0	0	-42,559.97	.00	.00	42,559.97	100.0%
TOTAL REVENUES	-1,382,084	-1,382,084	-189,479.03	.00	.00	-1,192,604.97	13.7%
TOTAL DISASTER RELIEF	-1,382,084	-1,382,084	-189,479.03	.00	.00	-1,192,604.97	13.7%
TOTAL REVENUES	-1,382,084	-1,382,084	-189,479.03	.00	.00	-1,192,604.97	
100 CAPITAL PROJECTS							
000 REVENUES							
45 GRANTS FEDERAL	-25,920,081	-33,217,295	-7,477,284.46	-887,507.90	.00	-25,740,010.47	22.5%
46 GRANTS STATE	-50,883,787	-38,883,787	-2,795,585.29	.00	.00	-36,088,201.54	7.2%
51 INTEREST EARNED	0	0	-12,339.01	-861.18	.00	12,339.01	100.0%
56 MISC REVENUE	-1,000,000	-1,830,380	-1,394,448.12	-64,067.76	.00	-435,932.24	76.2%
57 OPERATING TRANSFERS	-1,735,289	-1,735,289	.00	.00	.00	-1,735,288.92	.0%
58 OTHER FINANCING SRCE	0	-40,580,237	-40,580,236.70	.00	.00	.00	100.0%
TOTAL REVENUES	-79,539,157	-116,246,988	-52,259,893.58	-952,436.84	.00	-63,987,094.16	45.0%
345 CAPITAL PROJECTS - CAP							
62 OTHER SERVICES	756,227	784,573	426,820.78	24,795.18	110,493.85	247,258.73	68.5%
63 CAPITAL OUTLAY	1,526,941	1,526,941	174,133.17	27,185.84	1,366,400.11	-13,592.37	100.9%
64 CAPITAL PROJECTS	63,236,266	70,111,094	19,497,046.88	1,230,220.41	8,315,725.45	42,298,321.45	39.7%
65 DEBT SERVICE	100,959	830,817	840,433.82	40,383.60	.00	-9,616.40	101.2%
TOTAL CAPITAL PROJECTS - CAP	65,620,393	73,253,425	20,938,434.65	1,322,585.03	9,792,619.41	42,522,371.41	42.0%
440 CAPITAL PRJS-LEISURE/HARBOR							
64 CAPITAL PROJECTS	0	1,399,659	438,536.55	.00	961,121.49	.47	100.0%
TOTAL CAPITAL PRJS-LEISURE/HARBOR	0	1,399,659	438,536.55	.00	961,121.49	.47	100.0%
TOTAL CAPITAL PROJECTS	-13,918,764	-41,593,904	-30,882,922.38	370,148.19	10,753,740.90	-21,464,722.28	48.4%
TOTAL REVENUES	-79,539,157	-116,246,988	-52,259,893.58	-952,436.84	.00	-63,987,094.16	
TOTAL EXPENSES	65,620,393	74,653,084	21,376,971.20	1,322,585.03	10,753,740.90	42,522,371.88	

CITY OF GULFPORT

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FOR 2018 09

200 COMMUNITY DEVELOPMENT	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
200 COMMUNITY DEVELOPMENT							
000 REVENUES							
45 GRANTS FEDERAL	0	-4,949,515	-798,559.89	.00	.00	-4,150,954.74	16.1%
51 INTEREST EARNED	0	0	-112.02	.00	.00	112.02	100.0%
TOTAL REVENUES	0	-4,949,515	-798,671.91	.00	.00	-4,150,842.72	16.1%
511 COMMUNITY DEVELOPMENT							
60 PERSONAL SERVICES	59,488	106,564	74,992.96	7,941.21	.00	31,571.04	70.4%
61 SUPPLIES	4,100	3,300	.00	.00	.00	3,300.00	.0%
62 OTHER SERVICES	22,807	148,862	3,443.27	1,035.75	.00	145,418.73	2.3%
64 CAPITAL PROJECTS	76,411	741,922	.00	.00	72,300.00	669,622.14	9.7%
TOTAL COMMUNITY DEVELOPMENT	162,806	1,000,648	78,436.23	8,976.96	72,300.00	849,911.91	15.1%
513 HOME CONSORTIUM							
60 PERSONAL SERVICES	157,389	96,881	99,565.29	11,042.18	.00	-2,684.05	102.8%
61 SUPPLIES	9,500	1,081	706.47	101.18	.00	374.61	65.3%
62 OTHER SERVICES	50,490	5,692	883.67	.00	18.36	4,790.03	15.8%
85 HOME CONSORTIUM	125,384	509,420	114,098.70	10,000.00	.00	395,321.31	22.4%
TOTAL HOME CONSORTIUM	342,763	613,074	215,254.13	21,143.36	18.36	397,801.90	35.1%
514 CDBG SUPPLEMENTAL FUNDS-KATRNA							
62 OTHER SERVICES	515,501	615,301	7,485.00	-63,932.00	.00	607,815.84	1.2%
64 CAPITAL PROJECTS	4,989,856	8,743,630	785,360.67	115,867.83	1,747,817.29	6,210,451.88	29.0%
TOTAL CDBG SUPPLEMENTAL FUNDS-KAT	5,505,356	9,358,931	792,845.67	51,935.83	1,747,817.29	6,818,267.72	27.1%
TOTAL COMMUNITY DEVELOPMENT	6,010,926	6,023,139	287,864.12	82,056.15	1,820,135.65	3,915,138.81	35.0%
TOTAL REVENUES	0	-4,949,515	-798,671.91	.00	.00	-4,150,842.72	
TOTAL EXPENSES	6,010,926	10,972,653	1,086,536.03	82,056.15	1,820,135.65	8,065,981.53	

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210 POLICE AND FIRE RETIREMENT	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
210 POLICE AND FIRE RETIREMENT							
000 REVENUES							
40 PROPERTY TAXES	-1,028,046	-1,028,046	-905,161.14	-20,800.55	.00	-122,884.86	88.0%
49 INTERGOVERNMENTAL	-34,000	-34,000	-18,214.48	.00	.00	-15,785.52	53.6%
TOTAL REVENUES	-1,062,046	-1,062,046	-923,375.62	-20,800.55	.00	-138,670.38	86.9%
211 POLICE AND FIRE RETIREMENT							
62 OTHER SERVICES	1,062,046	1,062,046	923,375.62	20,800.55	.00	138,670.38	86.9%
TOTAL POLICE AND FIRE RETIREMENT	1,062,046	1,062,046	923,375.62	20,800.55	.00	138,670.38	86.9%
TOTAL POLICE AND FIRE RETIREMENT	0	0	.00	.00	.00	.00	.0%
TOTAL REVENUES	-1,062,046	-1,062,046	-923,375.62	-20,800.55	.00	-138,670.38	
TOTAL EXPENSES	1,062,046	1,062,046	923,375.62	20,800.55	.00	138,670.38	
275 POLICE FORFEITURE & SEIZURE							
000 REVENUES							
49 INTERGOVERNMENTAL	0	-351,077	-416,858.15	-66,063.94	.00	65,780.72	118.7%
51 INTEREST EARNED	0	0	-2,295.42	.00	.00	2,295.42	100.0%
56 MISC REVENUE	0	0	-13.33	-8.51	.00	13.33	100.0%
58 OTHER FINANCING SRCE	0	0	-9,224.00	.00	.00	9,224.00	100.0%
TOTAL REVENUES	0	-351,077	-428,390.90	-66,072.45	.00	77,313.47	122.0%
276 FORFEITURES AND SEIZURES FED							
61 SUPPLIES	4,499	19,499	18,953.91	11,656.85	481.46	64.03	99.7%
62 OTHER SERVICES	10,000	20,000	1,544.00	.00	.00	18,456.00	7.7%

YTD BUDGET REPORT AS OF JUNE 30, 2018

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
63 CAPITAL OUTLAY	228,011	548,357	266,134.01	20,703.00	49,729.72	232,493.72	57.6%
TOTAL FORFEITURES AND SEIZURES FE	242,510	587,857	286,631.92	32,359.85	50,211.18	251,013.75	57.3%
277 FORFEITURES AND SEIZURES COUNT							
61 SUPPLIES	6,084	11,833	9,834.72	1,065.65	109.00	1,889.23	84.0%
63 CAPITAL OUTLAY	148,403	148,403	126,681.00	26,617.00	.00	21,722.34	85.4%
TOTAL FORFEITURES AND SEIZURES CO	154,487	160,236	136,515.72	27,682.65	109.00	23,611.57	85.3%
TOTAL POLICE FORFEITURE & SEIZURE	396,997	397,016	-5,243.26	-6,029.95	50,320.18	351,938.79	11.4%
TOTAL REVENUES	0	-351,077	-428,390.90	-66,072.45	.00	77,313.47	
TOTAL EXPENSES	396,997	748,093	423,147.64	60,042.50	50,320.18	274,625.32	
285 COASTAL NARCOTICS TASK FORCE							
000 REVENUES							
49 INTERGOVERNMENTAL	0	-5,660	-5,660.20	-1,323.35	.00	.00	100.0%
51 INTEREST EARNED	0	0	-499.92	.00	.00	499.92	100.0%
TOTAL REVENUES	0	-5,660	-6,160.12	-1,323.35	.00	499.92	108.8%
286 POLICE NARCOTICS TASK FORCE							
61 SUPPLIES	84,268	89,928	6,961.23	2,511.25	.00	82,967.17	7.7%
63 CAPITAL OUTLAY	3,356	3,356	1,227.03	.00	.00	2,128.97	36.6%
TOTAL POLICE NARCOTICS TASK FORCE	87,624	93,284	8,188.26	2,511.25	.00	85,096.14	8.8%
TOTAL COASTAL NARCOTICS TASK FORC	87,624	87,624	2,028.14	1,187.90	.00	85,596.06	2.3%
TOTAL REVENUES	0	-5,660	-6,160.12	-1,323.35	.00	499.92	
TOTAL EXPENSES	87,624	93,284	8,188.26	2,511.25	.00	85,096.14	
300 MUNICIPAL DEBT SERVICE							
000 REVENUES							

YTD BUDGET REPORT AS OF JUNE 30, 2018

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300 MUNICIPAL DEBT SERVICE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
40 PROPERTY TAXES	-4,525,000	-4,525,000	-4,076,462.45	-92,841.40	.00	-448,537.55	90.1%
49 INTERGOVERNMENTAL	-116,106	-116,106	-82,229.14	.00	.00	-33,876.86	70.8%
51 INTEREST EARNED	0	0	-113,572.54	.00	.00	113,572.54	100.0%
56 MISC REVENUE	-183,000	-183,000	.00	.00	.00	-183,000.00	.0%
57 OPERATING TRANSFERS	-938,447	-938,447	.00	.00	.00	-938,447.00	.0%
TOTAL REVENUES	-5,762,553	-5,762,553	-4,272,264.13	-92,841.40	.00	-1,490,288.87	74.1%
701 DEBT SERVICE							
65 DEBT SERVICE	5,802,084	5,631,586	5,515,705.03	1,097,165.25	97,695.99	18,185.31	99.7%
TOTAL DEBT SERVICE	5,802,084	5,631,586	5,515,705.03	1,097,165.25	97,695.99	18,185.31	99.7%
TOTAL MUNICIPAL DEBT SERVICE	39,531	-130,967	1,243,440.90	1,004,323.85	97,695.99	-1,472,103.56	-1024.0%
TOTAL REVENUES	-5,762,553	-5,762,553	-4,272,264.13	-92,841.40	.00	-1,490,288.87	
TOTAL EXPENSES	5,802,084	5,631,586	5,515,705.03	1,097,165.25	97,695.99	18,185.31	
400 WATER/SEWER UTILITY FUND							
000 REVENUES							
48 FINES AND FORFEITS	-3,337	-3,337	-643.87	.00	.00	-2,693.13	19.3%
50 CHARGES FOR SERVICE	-33,100,652	-33,100,652	-24,527,790.38	-3,002,370.09	.00	-8,572,861.62	74.1%
51 INTEREST EARNED	-33,022	-33,022	-26,507.63	.00	.00	-6,514.37	80.3%
56 MISC REVENUE	-1,777,612	-1,777,612	-1,446,807.58	-189,066.49	.00	-330,804.42	81.4%
63 CAPITAL OUTLAY	0	0	1,000,000.00	.00	.00	-1,000,000.00	100.0%
TOTAL REVENUES	-34,914,623	-34,914,623	-25,001,749.46	-3,191,436.58	.00	-9,912,873.54	71.6%
811 UTILITY BILLING							
60 PERSONAL SERVICES	964,422	964,422	693,871.72	76,534.32	.00	270,550.28	71.9%
61 SUPPLIES	68,500	68,500	40,259.92	3,747.92	5,024.65	23,215.43	66.1%
62 OTHER SERVICES	2,006,896	2,006,896	274,110.35	21,371.64	3,137.65	1,729,648.00	13.8%
63 CAPITAL OUTLAY	30,000	30,000	3,336.26	1,861.00	.00	26,663.74	11.1%
TOTAL UTILITY BILLING	3,069,818	3,069,818	1,011,578.25	103,514.88	8,162.30	2,050,077.45	33.2%

CITY OF GULFPORT

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FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
815 WATER OPERATIONS							
61 SUPPLIES	1,823,763	1,838,763	1,222,705.26	78,363.78	104,973.00	511,084.74	72.2%
62 OTHER SERVICES	2,826,250	2,897,397	2,072,228.58	151,333.98	484,167.09	341,001.76	88.2%
63 CAPITAL OUTLAY	353,864	214,003	.00	.00	65,344.70	148,658.41	30.5%
TOTAL WATER OPERATIONS	5,003,877	4,950,164	3,294,933.84	229,697.76	654,484.79	1,000,744.91	79.8%
825 SEWER OPERATIONS							
60 PERSONAL SERVICES	114,230	114,230	42,212.54	4,706.05	.00	72,017.46	37.0%
61 SUPPLIES	947,120	962,120	620,210.86	37,670.89	94,570.29	247,338.85	74.3%
62 OTHER SERVICES	2,612,008	3,058,558	2,010,783.86	133,938.28	504,194.98	543,579.58	82.2%
63 CAPITAL OUTLAY	0	20,565	20,232.40	1,861.00	.00	332.60	98.4%
TOTAL SEWER OPERATIONS	3,673,358	4,155,473	2,693,439.66	178,176.22	598,765.27	863,268.49	79.2%
835 DEBT SERVICE WATER AND SEWER							
65 DEBT SERVICE	8,466,462	8,466,462	7,838,077.59	3,067,067.82	.00	628,384.41	92.6%
TOTAL DEBT SERVICE WATER AND SEWE	8,466,462	8,466,462	7,838,077.59	3,067,067.82	.00	628,384.41	92.6%
845 HCWWSWMD							
62 OTHER SERVICES	11,223,464	11,223,464	9,067,073.67	954,615.74	828,950.44	1,327,439.89	88.2%
TOTAL HCWWSWMD	11,223,464	11,223,464	9,067,073.67	954,615.74	828,950.44	1,327,439.89	88.2%
849 WATER AND SEWER PROJECTS							
62 OTHER SERVICES	483,938	531,589	130,473.25	12,301.50	248,695.82	152,419.93	71.3%
63 CAPITAL OUTLAY	269,298	894,298	461,104.24	42,647.74	398,540.26	34,653.73	96.1%
64 CAPITAL PROJECTS	8,325,706	7,277,651	2,575,000.42	256,105.09	2,589,176.68	2,113,474.17	71.0%

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FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
65 DEBT SERVICE	20,825	49,980	37,485.09	4,165.01	.00	12,495.03	75.0%
TOTAL WATER AND SEWER PROJECTS	9,099,767	8,753,519	3,204,063.00	315,219.34	3,236,412.76	2,313,042.86	73.6%
TOTAL WATER/SEWER UTILITY FUND	5,622,123	5,704,277	2,107,416.55	1,656,855.18	5,326,775.56	-1,729,915.53	130.3%
TOTAL REVENUES	-34,914,623	-34,914,623	-26,001,749.46	-3,191,436.58	.00	-8,912,873.54	
TOTAL EXPENSES	40,536,746	40,618,900	28,109,166.01	4,848,291.76	5,326,775.56	7,182,958.01	
420 JOSEPH T JONES							
000 REVENUES							
50 CHARGES FOR SERVICE	-828,000	-828,000	-541,899.18	-97,343.49	.00	-286,100.82	65.4%
51 INTEREST EARNED	0	0	-968.63	.00	.00	968.63	100.0%
56 MISC REVENUE	-385,000	-385,000	-435,747.96	-51.25	.00	50,747.96	113.2%
TOTAL REVENUES	-1,213,000	-1,213,000	-978,615.77	-97,394.74	.00	-234,384.23	80.7%
445 JOSEPH T JONES							
60 PERSONAL SERVICES	308,724	308,724	233,256.27	24,630.18	.00	75,467.73	75.6%
61 SUPPLIES	433,767	412,031	327,189.09	51,934.37	57,844.82	26,997.49	93.4%
62 OTHER SERVICES	893,243	976,243	701,254.03	47,086.16	88,109.05	186,879.92	80.9%
TOTAL JOSEPH T JONES	1,635,734	1,696,998	1,261,699.39	123,650.71	145,953.87	289,345.14	82.9%
TOTAL JOSEPH T JONES	422,734	483,998	283,083.62	26,255.97	145,953.87	54,960.91	88.6%
TOTAL REVENUES	-1,213,000	-1,213,000	-978,615.77	-97,394.74	.00	-234,384.23	
TOTAL EXPENSES	1,635,734	1,696,998	1,261,699.39	123,650.71	145,953.87	289,345.14	
500 GROUP HEALTH AND LIFE							
000 REVENUES							
50 CHARGES FOR SERVICE	-5,849,317	-5,849,317	-4,757,224.93	-462,330.94	.00	-1,092,092.07	81.3%
56 MISC REVENUE	-500,000	-500,000	-186,672.73	-26,202.87	.00	-313,327.27	37.3%
TOTAL REVENUES	-6,349,317	-6,349,317	-4,943,897.66	-488,533.81	.00	-1,405,419.34	77.9%

YTD BUDGET REPORT AS OF JUNE 30, 2018

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
911 GROUP HEALTH AND LIFE							
62 OTHER SERVICES	6,303,627	6,303,627	4,595,586.82	580,903.05	.00	1,708,040.18	72.9%
TOTAL GROUP HEALTH AND LIFE	6,303,627	6,303,627	4,595,586.82	580,903.05	.00	1,708,040.18	72.9%
TOTAL GROUP HEALTH AND LIFE	-45,690	-45,690	-348,310.84	92,369.24	.00	302,620.84	762.3%
TOTAL REVENUES	-6,349,317	-6,349,317	-4,943,897.66	-488,533.81	.00	-1,405,419.34	
TOTAL EXPENSES	6,303,627	6,303,627	4,595,586.82	580,903.05	.00	1,708,040.18	
510 CLAIMS CONTINGENCY							
000 REVENUES							
50 CHARGES FOR SERVICE	-2,397,554	-2,397,554	-1,681,731.42	-560,577.14	.00	-715,822.58	70.1%
51 INTEREST EARNED	-1,000	-1,000	-19,252.10	-1,347.84	.00	18,252.10	1925.2%
56 MISC REVENUE	-224,000	-224,000	-129,188.88	-125,346.13	.00	-94,811.12	57.7%
TOTAL REVENUES	-2,622,554	-2,622,554	-1,830,172.40	-687,271.11	.00	-792,381.60	69.8%
915 CLAIMS CONTINGENCY							
62 OTHER SERVICES	2,601,210	2,601,210	2,215,893.08	69,399.83	20,360.77	364,956.15	86.0%
TOTAL CLAIMS CONTINGENCY	2,601,210	2,601,210	2,215,893.08	69,399.83	20,360.77	364,956.15	86.0%
TOTAL CLAIMS CONTINGENCY	-21,344	-21,344	385,720.68	-617,871.28	20,360.77	-427,425.45	-1902.6%
TOTAL REVENUES	-2,622,554	-2,622,554	-1,830,172.40	-687,271.11	.00	-792,381.60	
TOTAL EXPENSES	2,601,210	2,601,210	2,215,893.08	69,399.83	20,360.77	364,956.15	
GRAND TOTAL	-1,662,075	-29,273,182	-29,526,316.23	4,442,782.47	19,674,021.18	-19,420,887.39	33.7%

** END OF REPORT - Generated by Leah Holland **

CITY OF GULFPORT

YTD PRJ REPORT AS OF JUNE 30, 2018

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
100 CAPITAL PROJECTS							
00100 Bayou Vista Golf Clubhouse an	236,701	236,701	22,835.10	.00	39,663.00	174,203.32	26.4%
00101 Splash Pad North of Dedeaux R	125,000	125,000	.00	.00	.00	125,000.00	.0%
00103 Sullivan Lane Paving/Kincrest	50,000	50,099	50,098.58	.00	.00	.00	100.0%
00106 Dedeaux Rd Widening Phase II	0	6,449,854	1,233,620.70	472,343.59	4,678,579.21	537,654.49	91.7%
00108 34TH AVE BOX CULVERT	0	119,850	.00	.00	119,850.00	.00	100.0%
00109 SHIP ISLAND FERRY TERMINAL	0	1,399,659	438,536.55	.00	961,121.49	.47	100.0%
00110 40th St Paving (Wash to E Dea	0	51,741	.00	.00	51,741.00	.00	100.0%
00111 19th St Paving (49th to 42nd)	0	43,400	.00	.00	.00	43,400.00	.0%
00112 John Ross Rd Paving (605 to O	0	123,000	.00	.00	.00	123,000.00	.0%
00113 Trace/Angela/Whitney Dr Pavin	0	39,739	37,531.49	37,531.49	.00	2,207.87	94.4%
02203 CREOSOTE/THREE RIVERS/US49/AI	0	0	-1,526.00	.00	.00	1,526.00	100.0%
02341 SEAWAY ROAD WIDENING TEA 21	0	1,607	1,606.58	.00	.00	.00	100.0%
02386 JONES PARK \ HARBOR IMP '07	1,011,885	811,885	.00	.00	.00	811,885.00	.0%
02393 28TH STREET WIDENING(TEA 21)2	1,861,899	1,923,647	992,430.92	.00	709,465.96	221,750.04	88.5%
02405 DEDEAUX ROAD WIDENING PHASE 2	2,001,196	93,512	.00	.00	.00	93,512.47	.0%
02444 JONES PARK LIGHTING AND INFRA	316,888	58,692	46,077.41	.00	12,614.11	.00	100.0%
02503 THREE RIVRS RD/CREOSOTE RD WD	3,863	3,863	3,863.08	.00	.00	.00	100.0%
02506 AIRPORT RD WDNG/WASH AVE-4 RN	641,857	641,857	20,643.00	2,648.00	71,044.75	550,169.25	14.3%
02507 WAYFINDING PROJECT	34,890	34,890	1,531.01	.00	.00	33,358.86	4.4%
02508 ORANGE GROVE ROOF	383,261	383,261	.00	.00	.00	383,261.08	.0%
02748 HAR CO DIST 4 PAVING PROJ/LIS	21,436	21,436	.00	.00	.00	21,436.00	.0%
02765 JONES PARK IMP-BARKSDALE DONA	45,182	45,182	36,488.17	2,205.00	8,694.28	.00	100.0%
02770 JONES PARK IMP-LEO SEAL DONAT	110,049	110,049	83,427.92	.00	26,621.08	.00	100.0%
02785 2012 BOND ISSUE-PHASE 5 / 22N	34,062	34,062	.00	.00	.00	34,061.64	.0%
02788 PHASE 8 / E TAYLOR RD	24,326	24,326	.00	.00	.00	24,325.94	.0%
02796 COURTHOUSE RD IMP/WIDENING	4,901,178	5,051,179	2,746,300.09	57,675.19	2,154,878.15	150,000.42	97.0%
02804 LANDON RD WIDENING	1,265,706	1,265,706	4,199.44	.00	.00	1,261,506.53	.3%
02810 PASS RD TRAFFIC SIGNAL SOFTWA	17,368	17,368	.00	.00	.00	17,367.53	.0%
02814 TIDELANDS 14 YACHT BASIN	227,218	227,218	.00	.00	.00	227,217.50	.0%
02817 TIDELANDS 15-COURTHOUSE RD BO	99,425	99,425	9,120.75	9,120.75	17,964.89	72,339.75	27.2%
02818 SEASONAL LIGHT SHOW	122,576	122,576	100,792.83	125.83	21,664.99	117.76	99.9%
02819 AQUARIUM	41,712,892	43,701,407	8,533,205.90	394,902.08	.00	35,168,201.53	19.5%
02820 TIDELANDS 16-IMPROV JONES YAC	300,000	300,000	135,028.17	30,678.67	77,934.99	87,036.84	71.0%
02821 E TAYLOR RD TRAFFIC STUDY	6,865	6,865	.00	.00	.00	6,865.00	.0%
02822 20TH AVE MATCH	130,000	130,000	17,026.00	17,026.00	90,418.18	22,555.82	82.6%
02823 Seaway Road Pedestrian Pathwa	985,380	983,773	66,878.18	24,795.18	53,913.96	862,981.28	12.3%
02824 Tidelands-FY17 Yacht Basin	0	125,000	.00	.00	.00	125,000.00	.0%
02826 Tidelands-FY17 Bulkhead Repai	0	22,500	.00	.00	.00	22,500.00	.0%
02904 AIRPORT ROAD PAVING	100,000	62,067	62,067.00	.00	.00	.00	100.0%
02907 HIGHWAY 49 @ 18TH ST DRAINAGE	5,000	0	.00	.00	.00	.00	.0%

YTD PRJ REPORT AS OF JUNE 30, 2018

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
02909 EPA STORMWATER PHASE 2 PROJEC	24,611	24,611	24,611.05	.00	.00	.00	100.0%
02914 ROYAL STREET/ST CHARLES DRAIN	19,040	19,040	.00	.00	.00	19,040.22	.0%
02918 MILL RD DRAINAGE PROJECT	40,000	40,000	.00	.00	.00	40,000.00	.0%
02919 53RD AVE BOX CULVERT PROJECT	35,000	35,000	.00	.00	.00	35,000.00	.0%
02920 LEISURE SERVICES PROJECTS	5,262	11,970	.00	.00	.00	11,969.52	.0%
02921 FLAT BRANCH/QUBBIE CREEK PROJ	100,000	705,845	85,146.20	49,497.50	30,520.80	590,178.00	16.4%
02930 SOCCER FIELDS	2,061,182	2,061,182	1,996,293.92	102,319.93	3,889.26	60,999.24	97.0%
02935 BAYOU VIEW ADA IMPROVEMENTS	71,620	21,620	.00	.00	.00	21,619.74	.0%
02940 SOFTBALL FIELD EXPANSION SPOR	4,311,303	4,643,072	4,293,629.48	83,979.54	245,148.11	104,294.75	97.8%
05441 28TH ST PARK IMPROVEMENTS 14	40,624	0	.00	.00	.00	.00	.0%
05849 BRICKYARD BAYOU DRAINAGE	535,766	535,766	137,348.60	.00	3,500.31	394,916.87	26.3%
05850 COFFEE CREEK DRAINAGE/RECREAT	42,384	42,384	1,600.00	.00	4,844.43	35,940.00	15.2%
05851 MDA HWY 49 AND 18TH ST DRAINA	0	5,000	125.72	125.72	3,267.84	1,606.44	67.9%
29008 LEASE PURCHASE OF 5 FIRE TRUC	1,502,330	1,502,330	149,522.12	27,185.84	1,366,400.11	-13,592.37	100.9%
41147 PLAYGROUND MODULES	54,848	62,548	46,911.24	10,424.72	.00	15,637.08	75.0%
82585 VEH MOUNTED CAMERA TRUCK I &	320	320	.00	.00	.00	320.00	.0%
TOTAL CAPITAL PROJECTS	65,620,393	74,653,084	21,376,971.20	1,322,585.03	10,753,740.90	42,522,371.88	43.0%
400 WATER/SEWER UTILITY FUND							
00105 FY18 CAPITAL EQUIP/MACHINERY	0	625,000	227,551.07	28,647.74	396,440.26	1,008.67	99.8%
00107 GRAHAM STREET CAVE-IN	0	150,000	137,158.50	.00	.00	12,841.50	91.4%
00108 34TH AVE BOX CULVERT	0	82,546	.00	.00	82,546.00	.00	100.0%
00114 Pass Road @ Popeyes Drainage	0	56,965	.00	.00	.00	56,965.00	.0%
00115 Laurelwood	0	300,000	.00	.00	.00	300,000.00	.0%
00117 N Wastewater Trmt Plant Expan	0	60,000	10,000.00	10,000.00	50,000.00	.00	100.0%
02787 ST PAVING PHASE 7	20,912	20,912	.00	.00	.00	20,911.79	.0%
02922 PW EQUIPMENT	269,298	269,298	233,553.17	14,000.00	2,100.00	33,645.06	87.5%
02940 SOFTBALL FIELD EXPANSION SPOR	180,953	180,953	189,138.53	22,011.76	.00	-8,185.72	104.5%
81522 UTILITY ACQUISITION	0	0	1,000,000.00	.00	.00	-1,000,000.00	100.0%
82562 SEAWAY ISLAND WATER MAIN CONN	49,335	49,335	3,132.50	.00	12,901.00	33,301.95	32.5%
82564 38TH AVE SEWER PROJECT	214,985	213,785	199,027.80	.00	3,000.00	11,756.74	94.5%
82565 BAYOU VIEW TANK REPLACEMENT	2,650,963	2,650,963	19,118.75	.00	2,631,844.13	.00	100.0%
82567 POPLAR CIRCLE CHAMBERLAIN AVE	188,803	188,803	135,663.17	.00	.00	53,139.92	71.9%
82568 PH 1WEST 28TH ST WATER MAIN I	76,060	76,060	.00	.00	.00	76,060.00	.0%
82569 PH 2WEST 28TH ST WATER MAIN I	480,703	480,703	164,945.18	.00	730.37	315,026.95	34.5%
82571 PUMP STATION REHABILITATION	75,007	99,857	73,677.80	.00	.00	26,178.82	73.8%
82572 BENEFIELD SEWER REPLACEMENT	1,065,384	1,290,384	1,105,615.38	145,978.70	40,080.68	144,688.30	88.8%
82575 FIBER OPTIC COMM PLAN	11,566	11,566	.00	.00	.00	11,565.66	.0%
82578 HERRING ROAD SEWER	12,883	11,891	11,726.75	.00	.00	164.70	98.6%
82579 SAUCIER LN/BEAULAH CHURCH RD	160,470	158,910	30,909.87	.00	5,190.33	122,810.00	22.7%

CITY OF GULFPORT

YTD PRJ REPORT AS OF JUNE 30, 2018

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
82580 HWY 49/OR GR/SSWAN/3 RVRS	0	611,050	577,588.33	90,416.13	.34	33,461.33	94.5%
82581 FORREST HEIGHTS SEWER SYSTEM	9,345	9,345	.00	.00	.00	9,345.00	.0%
82582 LAURELWOOD,SULLIVAN,DUCKWRTH	51,434	51,434	19,025.00	.00	.00	32,408.80	37.0%
82583 THREE RVRS FR ONEAL TO DCKWRT	3,700	5,892	1,800.00	.00	4,074.37	17.47	99.7%
82584 THREE RIVERS RD/MAYS RD SEWER	100,322	1,006,322	27,085.00	.00	7,505.28	971,732.00	3.4%
82585 VEH MOUNTED CAMERA TRUCK I &	20,825	49,980	37,485.09	4,165.01	.00	12,495.03	75.0%
83102 NORTH ORANGE GROVE INTERCEPTO	0	0	-138.89	.00	.00	138.89	100.0%
TOTAL WATER/SEWER UTILITY FUND	5,642,948	8,711,954	4,204,063.00	315,219.34	3,236,412.76	1,271,477.86	85.4%
GRAND TOTAL	71,263,340	83,365,038	25,581,034.20	1,637,804.37	13,990,153.66	43,793,849.74	47.5%

** END OF REPORT - Generated by Leah Holland **

CITY OF GULFPORT

YTD PRJ REPORT AS OF JUNE 30, 2018

FOR 2018 09

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
200 COMMUNITY DEVELOPMENT							
05697 GASTON POINT CENTER IMPROVEME	0	200,000	.00	.00	72,300.00	127,700.00	36.2%
05755 I.FREDERICKS BASEBALL FENCE 1	0	100,000	.00	.00	.00	100,000.00	.0%
05756 GASTON PT GYM FLOOR/AC 2017	0	250,000	.00	.00	.00	250,000.00	.0%
05801 DOWNTOWN STREET SCAPE ENHANCE	359,643	279,800	.00	-65,018.00	.00	279,800.00	.0%
05803 MDA Streetscape Improvements	-26,614	2,542,131	73,278.55	73,278.55	1,464,832.62	1,004,019.85	60.5%
05849 BRICKYARD BAYOU DRAINAGE	4,183,859	4,183,859	78,116.00	38,036.00	45,220.00	4,060,523.44	2.9%
05850 COFFEE CREEK DRAINAGE/RECREAT	988,468	988,468	635,811.84	.00	91,187.51	261,468.43	73.5%
05851 MDA HWY 49 AND 18TH ST DRAINA	0	1,364,672	5,639.28	5,639.28	146,577.16	1,212,456.00	11.2%
91667 SILVER RIDGE PARK 1/2 COURT B	0	35,000	.00	.00	.00	35,000.00	.0%
TOTAL COMMUNITY DEVELOPMENT	5,505,356	9,943,931	792,845.67	51,935.83	1,820,117.29	7,330,967.72	26.3%
GRAND TOTAL	5,505,356	9,943,931	792,845.67	51,935.83	1,820,117.29	7,330,967.72	26.3%

** END OF REPORT - Generated by Leah Holland **

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Elizabeth MacMillan, Office Manager
Leisure Services

Date: 08/16/2018

Subject: Conveyance Deed - regarding transfer of ownership of space in Evergreen Gardens 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 CYNTHIA HUTCHERSON as heir of MS. E.A. MELVIN hereby conveys unto her brother JOSEPH E. MELVIN 15 40th ST. GULFPORT, MS. 39507 PH. 228-861-0763 the following described land and property located in EVERGREEN GARDENS in the City of Gulfport and more particularly described as follows, to wit:

BLOCK 10 LOT 31 SPACES 1&2

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 7th day of August 2018.

Cynthia M. Hutcherson

STATE OF South Carolina

COUNTY OF Beaufort

PERSONALLY appeared before me, the undersigned authority in and for the above named jurisdiction, the within named CYNTHIA M. HUTCHERSON who acknowledged that she 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 7 day of August 2018.

My Commission Expires: Aug 15 2022

MATTHEW H. BAUTISTA NOTARY PUBLIC SOUTH CAROLINA

PREPARED BY: THE CITY OF GULFPORT
CEMETERY DEPARTMENT

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Terri Goad, Purchasing
Purchasing

Date: 08/16/2018

Subject: Letter - regarding bid awarded by Purchasing to Bailey Lumber & Supply for Attic Trusses - Leisure Services Department - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: August 16, 2018

Re: **Attic Truss/ Bayou Vista Club House**
Leisure Services

I have reviewed the bids received on the above referenced item and find Baily Lumber & Supply to be the lowest and best bid for a total amount of $5,397.00.

I have issued Purchase Order # 200406 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

BAYOU VISTA CLUB HOUSE / ATTIC TRUSS

7/27/2018

PO# 200406

Leisure Services

Description/Part Number	QTY	Unit Cost	Bailey Lumber & Supply	Unit Cost	84 Lumber	Unit Cost	Phillips Building Supply
Attic Truss 7/12 Pitch 39'2"	33	$159.00	$5,247.00	$172.94	$5,706.82	$232.06	$7,657.98
Freight			$150.00				
TOTAL:			$5,397.00		$5,706.82		$7,657.98

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Terri Goad, Purchasing
Purchasing

Date: 08/17/2018

Subject: Letter - regarding bid awarded by Purchasing to Gordon Plumbing/Wayne Gordon for Plumbing Materials - Leisure Services Department - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: August 17, 2018

Re: **Plumbing Materials/ Bayou Vista Golf Course**
Leisure Services

I have reviewed the bids received on the above referenced item and find Gordon Plumbing/Wayne Gordon to be the lowest and best bid for a total amount of $12,875.00.

I have issued Purchase Order # 200427 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

BAYOU VISTA GOLF COURSE PLUMBING SUPPLIES

8/14/2018

PO# 200427

Leisure Services

Description/Part Number	Gordon Plumbing/Wayne Gordon	Pipe Dreams Plumbing	B & R Plumbing
Labor to install plumbing for Bayou Vista Golf Course	$12,875.00	$13,500.00	$14,200.00
TOTAL:	**$12,875.00**	**$13,500.00**	**$14,200.00**

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 08/21/2018

Subject: Letter - regarding bid awarded by Purchasing to Design Precast & Pipe for Box Culvert - Public Works Department - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist

Date: August 20, 2018

Re: Box Culvert 6'x2'

I have reviewed the bids received on the above referenced item and find Design Precast & Pipe to be the lowest and best bid for a total amount of $13,460.00.

I have issued Purchase Order #200447 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Box Culvert at John Ross Road

Public Works Department

Bid Date: August 10, 2018

PO# 200447

Design Precast & Pipe			
Description	Qty	Unit Price	Extended Price
Box Culvert 6'x2'	40F	$ 336.50	$ 13,460.00
Designed for zero cover and traffic rating			
Total Cost			$ 13,460.00

Forterra Pipe and Precast			
Description	Qty	Unit Price	Extended Price
Box Culvert 6'x2'	40F	$ 500.00	$ 20,000.00
Designed for zero cover and traffic rating			
Total Cost			$ 20,000.00

Consolidated Pipe and Supply Inc			
Description	Qty	Unit Price	Extended Price
Box Culvert 6'x2'	40F	$ 612.50	$ 24,500.00
Designed for zero cover and traffic rating			
Total Cost			$ 24,500.00

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 08/22/2018

Subject: Letter - regarding bid awarded by Purchasing to Communication Resource Cabling, LLC for Projector - Economic Development - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist

Date: August 22, 2018

Re: Epson HD Projector
Economic Development
Bids Received in Purchasing 08/20/18

I have reviewed the bids received on the above referenced item and recommend acceptance of the lowest and best bid as submitted by Communication Resource Cabling LLC, for a total bid amount of $5,010.00.

I have issued Purchase Order #200464 accordingly and respectfully request you make this a part of the minutes.

Thank you for your consideration.

Projector
PO #200464
Fishbone Alley

		Communication Resource Cabling, LLC		Streamline Technologies		Rebel Sound Systems, inc	
Description	**QTY**	**Unit Price**	**Ext.Price**	**Unit Price**	**Ext. Price**	**Unit Price**	**Ext. Price**
Epson HD Projector	1	$800.00	$ 800.00	$900.00	$ 900.00	$900.00	$ 900.00
Projector Mount	1	$120.00	$ 120.00	$150.00	$ 150.00	$150.00	$ 150.00
Chief outdoor projector case	1	$400.00	$ 400.00	$455.00	$ 455.00	$600.00	$ 600.00
HDMI cable from projector to AV enclosure	1	$100.00	$ 100.00	$100.00	$ 100.00	$100.00	$ 100.00
HDMI audio breakout device	1	$60.00	$ 60.00	$60.00	$ 60.00	$60.00	$ 60.00
HDMI and USB input at AV enclosure	1	$250.00	$ 250.00	$225.00	$ 225.00	$300.00	$ 300.00
Crown XLi2500 amplifier	1	$480.00	$ 480.00	$480.00	$ 480.00	$600.00	$ 600.00
Replacement JBL CRV speakers for North side of Fishbone Alley	4	$360.00	$ 1,440.00	$400.00	$ 1,600.00	$400.00	$ 1,600.00
Replacement JBL control 29 for North side of Fishbone Alley	1	$360.00	$ 360.00	$450.00	$ 450.00	$500.00	$ 500.00
Labor		$1,000.00	$ 1,000.00	$1,000.00	$ 1,000.00	$1,200.00	$ 1,200.00
Total			**$ 5,010.00**		**$ 5,420.00**		**$ 6,010.00**

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 08/23/2018

Subject: Letter - regarding bid awarded by Purchasing to Custom Products Corporation for Sign Blanks Wayfinding Project - Traffic Department - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist

Date: August 23, 2018

Re: Sign Blanks Wayfinding Project
Traffic Department

I have reviewed the bids received on the above referenced item and find Custom Products Corporation to be the lowest and best bid for a total amount of $21,057.80.

I have issued Purchase Order #200501 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

WAYFINDING SIGN PROJECT BLANKS

PO # 200501
Traffic Department
Bids Received 08-21-2016

QTY	DESCRIPTION	CUSTOM PRODUCTS		VULCAN ALUMINUM		OSBURN ASSOCIATES INC	
		UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST
50	SIGN BLANK TYPE A #1	$ 126.20	$ 6,310.00	$ 182.45	$ 9,122.50	$ 206.22	$ 10,311.00
50	SIGN BLANK TYPE A #2	$ 100.53	$ 5,026.50	$ 137.50	$ 6,875.00	$ 152.21	$ 7,610.00
50	SIGN BLANL TYPE A #3	$ 67.02	$ 3,351.00	$ 86.85	$ 4,342.50	$ 98.20	$ 4,910.00
25	SIGN BLANK TYPE B #1	$ 68.16	$ 1,704.00	$ 53.50	$ 1,337.50	$ 101.47	$ 2,536.75
25	SIGN BLANK TYPE B #2	$ 46.72	$ 1,168.00	$ 67.40	$ 1,685.00	$ 75.29	$ 1,882.25
25	SIGN BLANK TYPE B #3	$ 35.00	$ 875.00	$ 42.50	$ 1,062.50	$ 49.10	$ 1,227.50
30	SIGN BLANK TYPE C	$ 35.00	$ 1,050.00	$ 52.75	$ 1,582.50	$ 37.64	$ 1,129.20
2	SET UP CHARGE	$ 435.00	$ 870.00				
	SET UP CHARGE	$ 390.00	$ 390.00				
1	FREIGHT		313.3				
	TOTAL	**$**	**21,057.80**	**$**	**26,007.50**	**$**	**29,606.70**

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 08/24/2018

Subject: Letter - regarding bid awarded by Purchasing to Coast Concrete for Concrete - Leisure Services Department - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist

Date: August 24, 2018

Re: Department of Leisure Services

Concrete (Golf Course)

I have reviewed the quotes received on the above referenced item and find Coast Concrete to be the lowest and best bid for a total amount of $9,880.00.

I have issued Purchase Order #200535 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

LEISURE SERVICES DEPT

GOLF COURSE

PO #200535

		COAST CONCRETE		DELTA INDUSTRIES		BAYOU CONCRETE LLC	
	QTY	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
4000 PSI CONCRETE	95CY	$ 104.00	$ 9,880.00	$ 112.00	$ 10,640.00	$ 116.00	$ 11,020.00
TOTAL			**$ 9,880.00**		**$ 10,640.00**		**$ 11,020.00**

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
City Council

Date: 08/29/2018

Subject: Request - authorization for advertising Municipal Auditing Services.

Recommendation:

Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 08/16/2018

Subject: Legal Notice - advertisement for bids for Re-Roofing the Orange Grove Community Center.

Recommendation:

SECTION 001113 – ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS
For
Re-Roofing of Orange Grove Community Center

The City of Gulfport will receive sealed Bids to Re-Roof the Orange Grove Community Center, at the Office of the Procurement Department located at 1410 24th Avenue, Hardy Building, 2nd Floor, Gulfport, MS 39501 until 10:00 a.m., local time on October 2, 2018, at which time the Bids received will be publicly opened and read.

This Issuing Office for the Bidding Documents is LPK Architects, P.A., 821 22nd Avenue, Meridian, MS 39301, telephone number (601) 693-9990. Prospective Bidders may examine the Bidding Documents by appointment at the Issuing Office in Meridian, MS or at LPK Architects, 2208 18th Street, Suite D, Gulfport, MS 39501 Monday through Friday (between the hours of 8:30 A.M. and 4:30 P.M.). Copies of the Bidding Documents may be obtained from the Issuing Office as described below.

Bidding documents are being made available via paper copy or PDF for a charge of $100 (hard copy) or $50 (digital). Plan holders are required to log-in or register for an account at www.lpkplanroom.com to view and order Bidding Documents. All plan holders are required to have a valid email address for registration. The cost for the bidding documents is non-refundable and must be purchased through the website. For questions regarding website registration and online orders please contact Plan House Printing at (228) 248-0181.

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

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

Proposals shall be submitted in duplicate on form provided and accompanied by a Bid Bond or Security in an amount equal to at least 5% of the amount of the submitted Base Proposal. Such security to be forfeited as liquidated damages, not penalty, by any bidder who fails to carry out the terms of the accepted Bid and/or execute the Contract and Post Performance and Payment Bond as required within the time specified.

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

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

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

Published by order of the Gulfport City Council; this the 4th day of September, 2018.

Publish Dates:
09-07-18
09-14-18