



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, October 2, 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

Code Enforcement / Planning

- 1** Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.
- 2** Variance Denial - Appeal - property width variance, Zoned R-1-7.5 located: north of and adjacent to East Beach Boulevard, south of 2nd Street, east of Kelly Avenue, and west of Olive Avenue - Case # 1807ZB077 - Ward 2.

Ordinances

- 3** Reconsideration - Ordinance 2969 - 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.

Resolutions

- 4** Resolution - approving bid award to Mississippi Utilities for Valve Insertion System for the Department of Public Works, and for related purposes.
- 5** Resolution - approving Memorandum of Understanding with Big Noise Production Audio for the 2018 Gulfport Harbor Lights Winter Festival and for related purposes.
- 6** Resolution - approving Facility Use Agreement for Tournaments at the Sportsplex and Goldin Park, authorizing the execution of the same by the Director of Leisure Services as Mayor's Representative, and for related purposes.
- 7** Resolution - approving Lease Agreement with Mississippi Power, authorizing the Mayor to execute the same on behalf of the city, and for related purposes.
- 8** Resolution - approving Professional Service Contract with Charles E. Bodie, Jr. to serve as Video and Discovery Clerk in the Gulfport Municipal Court and authorizing the Mayor to execute said agreement.
- 9** Resolution - to approve Agreement with FunFlicks, to authorize the Mayor to execute the same on behalf of the City of Gulfport, and for related purposes
- 10** Resolution - approving Certificate of Substantial Completion for the Coffee Creek Drainage Improvements Project, authorizing the Mayor to execute said Certificate, and for related purposes.
- 11** Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport Fire Department, and for related purposes.
- 12** Resolution - approving public display of fireworks at the Leukemia and Lymphoma Society Light the Night Walk, and for related purposes.

Budget Amendments / Docket of Claims

- 13 Budget Amendment #1 - to increase County/Local Operating Supplies from funds received.
- 14 Budget Amendment #2 - to increase CNET Operating Supplies from funds received.
- 15 Budget Amendment #3 - to increase several line items in Police Department Budget from funds received.
- 16 Budget Amendment #4 - to increase Police Forfeits/Seizures Operating Supplies from funds received as a result of a drug related arrest.
- 17 Budget Amendment #5 - to increase Police Operating Supplies from funds received for Detective restitution cases.
- 18 Docket of Claims - to be approved through October 3, 2018.

Routine Agenda

- 19 Resolution - awarding bids for lot clean-ups and/or demolitions.
- 20 Ratification - of GRC Line of Credit expenditures - to be made a part of the minutes.
- 21 Public Records Report - for the month of August, 2018 - to be made a part of the minutes.
- 22 Year-To-Date Budget Report - for the month of August, 2018 - to be made a part of the minutes.
- 23 Conveyance Deed - regarding transfer of ownership of space in Evergreen Cemetery.
- 24 Letter - regarding bid awarded by Purchasing to JR's POS DEPOT for credit card machines - City Wide - to be made a part of the minutes.
- 25 Legal Notice - advertisement for City Depository Services RFP.

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. Isaac Lee Farley**

Executive Session

Setting of Next Meeting and Adjournment



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 09/21/2018

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: September 21, 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 2nd day of October, 2018.

Please place the attached item on the Council agenda for October 2, 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: September 21, 2018

To: Mayor Billy Hewes
City Council Members

From: Code Enforcement

RE: Resolutions declaring property in a state of uncleanness to be a menace to the public health and safety of the community and authorizing lot clean-up and/or demolitions and for approval to advertise for bids to be presented on the 2nd day of October, 2018, to the City Council:

WARD 1

Parcel 1: 0711H-02-002.000. N 42 ½ Ft. of Lots 23-24, Blk. 16, Sea View Add. – 1807 34th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. Remove all weeds and vines from property. (Burton)

WARD 2

Parcel 2: 0811A-04-016.000. E 20 Ft. of Lots 1-3, & All Lots 4-6, Blk. 17, Broad Place - 2501 Kelly Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Kennedy)

Parcel 3: 1010P-01-002.000. 121 Debuys Road. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Gpt-Brittany LLC)

Parcel 4: 1010N-04-008.005. Lot 6, Blk. 5, Cowan Road Homes Subd. – 490 Central Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. Remove damaged fence. (Makler)

Parcel 5: 1010M-01-029.001. Lot 12 7 W 45 Ft. of Lot 27, Blk. 1, Silver Ridge Add Re-survey – Silver Ridge Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Dynasty Ent.)

WARD 3

Parcel 6: 0811H-05-059.000. Lots 4-5, Blk. 11, Soria City – 1436 East Railroad Street. Cease dumping and remove debris from site. (Maldonado)

Parcel 7: 0910M-02-090.000. Lots 3-4 Inc., Blk. 7, Manhattan Add. - 705 Georgia Street. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. Remove all weeds and vines from property. (Dellinger)

Parcel 8: 0810N-03-021.001. Lot 4, Blk. 11, Standard Land Subd. – 2207 30th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Robinson)

Parcel 9: 0810G-02-021.000. Lots 1-8 Inc., Blk. 276, North Gulfport – South Carolina Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Miller)

Parcel 10: 0810F-01-018.000. Lots 3-4, Blk. 308, North Gulfport - 8143 Georgia Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Domio)

Parcel 11: 0810E-02-093.000. Lots 20-22 Inc., Blk. 326, North Gulfport – Indiana Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Smothers)

WARD 5

Parcel 12: 0909C-01-016.025. Lot 306, Loren D. Heights Phase V – 2478 Tandy Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Lowell)

WARD 6

Parcel 13: 0808H-02-065.000. Lot 23, Olivet Subdivision - 130 Carson Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Kewley)

WARD 7

Parcel 14: 0808B-02-039.000. Lot 33, Briarwood South Subd. Re-plat – 14419 Rhonda Court. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Amadeo)

Parcel 15: 0808B-02-040.000. Lots 32, Blk. 12, Standard Land – Briarwood South Subd. Re-plat. – 14431 Rhonda Court. Correct unsafe conditions. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Bourque)

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 **2nd** day of **October**, **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: | 0711H-02-002.000. N 42 ½ Ft. of Lots 23-24, Blk. 16, Sea View Add. – 1807 34th Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. Remove all weeds and vines from property. (Burton) |
| Parcel 2: | 0811A-04-016.000. E 20 Ft. of Lots 1-3, & All Lots 4-6, Blk. 17, Broad Place - 2501 Kelly Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Kennedy) |
| Parcel 3: | 1010P-01-002.000. 121 Debuys Road. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Gpt-Brittany LLC) |
| Parcel 4: | 1010N-04-008.005. Lot 6, Blk. 5, Cowan Road Homes Subd. – 490 Central Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. Remove damaged fence. (Makler) |
| Parcel 5: | 1010M-01-029.001. Lot 12 7 W 45 Ft. of Lot 27, Blk. 1, Silver Ridge Add Re-survey – Silver Ridge Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Dynasty Ent.) |
| Parcel 6: | 0811H-05-059.000. Lots 4-5, Blk. 11, Soria City – 1436 East Railroad Street. Cease dumping and remove debris from site. (Maldonado) |
| Parcel 7: | 0910M-02-090.000. Lots 3-4 Inc., Blk. 7, Manhattan Add. - 705 |

- Georgia Street. Board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site. Remove all weeds and vines from property. (Dellinger)
- Parcel 8: 0810N-03-021.001. Lot 4, Blk. 11, Standard Land Subd. – 2207 30th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Robinson)
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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: September 21, 2018

Re: Variance 1807ZB077: Heinrich & Associates LLC, agent for John Hopkins, property trustee, request a variance of 12.8 feet to allow 2 new lots to be 53.61 feet in width at the building setback line where 60 feet is required, on the tax parcel 0811H-02-046.000 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.

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

Motion: Mr. Daniels – To deny applicant request.

Second: Ms. North

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

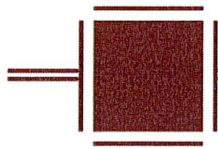
Action: Motion was carried unanimously

Speaking for the Petition: Bobby Heinrich

Speaking against the Petition: None

On August 16, 2018 the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for October 2, 2018.



HEINRICH & ASSOCIATES

RESIDENTIAL & COMMERCIAL DESIGN

August 22, 2018

City of Gulfport Planning Division
2410 14th Street
Gulfport, MS 39501

RECEIVED
55 8/24/18

Paid 8/31/18

RE: Letter of Appeal – Variance Request Denial
Variance 1807ZB077
Parcel No. 0811H-02-046.000

To Whom It May Concern:

On behalf of Mr. John H. Hopkins, property trustee, I, Robert Heinrich (Agent), appeal the decision of the City of Gulfport Zoning Board denying a variance request of the above referenced property.

During my presentation to the Board, I presented a map of the surrounding neighborhood showing the lots that are either comparable or smaller than the two lots requested in the application. Also, I presented pictures of the style of homes to be construction, which will value around \$ 750,000.00.

After my presentation, the board commented that the property should remain as an estate lot for a larger home and didn't want to set a precedence.

When I have a project in Gulfport, I make an appointment with one of the planners to discuss the project and see if there might be any issues or neighborhood concerns. In this case, it was indicated that there shouldn't be any problems with this lot split due to the fact that there have been similar cases recently approved in this area.

I would also like to add that this meeting was the second time to meet with this board for this request. On July 19th, my hearing was deferred due to the lack of members to have a quorum. This meeting, which was on August 16th, only four members attended, barely having a quorum.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

HEINRICH & ASSOCIATES, LLC

Robert B. Heinrich, Agent

Kenneth R. Morrison
1404 Buckhead Road
Vestavia Hills, Alabama 35216
205-601-7202

August 10, 2018

Department of Urban Development
Planning Division
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

Subject: Variance 1807ZB077
John Hopkins, Owner

To Whom It May Concern:

As owner of the adjacent parcel no. 0811h-02-45.000, located at 1124 East Beach Boulevard, Gulfport, Mississippi, 39501, I stand in opposition to the above variance to reduce the required 60-foot width requirement at the building set back line to the 53.61 feet for two lots.

When I purchased my property in April of 2015, after my due diligence, I was keenly aware that the City of Gulfport's minimum requirement to build was 60 feet per lot for this area. I spent a lot of time, effort, and expense to design my house plans around that 60-foot requirement. I also understand that in order to have a reasonable chance of success in gaining a variance there had to be a uniqueness in your own property that was unlike the adjacent property. I see nothing unique about dividing the adjacent property to the west of me other than splitting the lot in half in order to build two homes.

Since this property is for sale, what would preclude the new owners from seeking additional variances to further shrink the building set back lines in order to expand their building footprint for each of the two divided lots?

There are currently some very valuable and stately homes in this area along the beachfront of Highway 90. Dividing this property into two lots would make those lots the smallest on the block and shrink the existing requirement of 60 feet by 10.7%.

Therefore, I request that this letter be read at the public hearing on Thursday, August 16, 2018 before the Gulfport City Zoning Board of Adjustments and I also would like this letter to serve as my opposition to the proposed variance.

Sincerely,



Kenneth R. Morrison
Property Owner, 1124 East Beach Blvd.

EXISTING SAPPHIRE HOMES ON 15TH ST & 18TH AVE



PHOTO 1



PHOTO 2



PHOTO 3



PHOTO 4



PHOTO 5



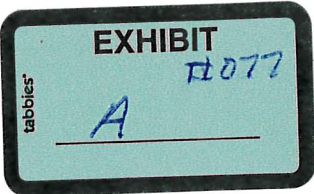
PHOTO 6



PHOTO 7



PHOTO 8



Technical Report

VARIANCE

GENERAL INFORMATION

Case File Number: 1807ZB077

Hearing Date: August 16, 2018

Current Zoning/Use: R-1-7.5 / Vacant Lot

Legal: Heinrich & Associates LLC, agent for John Hopkins, property trustee, request a variance of 12.8 feet to allow 2 new lots to be 53.61 feet in width at the building setback line where 60 feet is required, on the tax parcel 0811H-02-046.000 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.

TECHNICAL DETAILS

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

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

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

Technical Report

VARIANCE

The applicant requests a variance of 6.4 feet to allow a 53.61-foot width on Parcels A and B where a 60-foot width is required. The purpose of the variance is for the construction of two single-family homes on the parcel that will be subdivided.

- (a) In the application it states that “the property is irregular running approximately 355 feet north and south and approximately 120 feet along U.S. Highway 90 containing 0.884 acres, however the property is zoned R-1-7.5 which allows a minimum lot size of 60’x125’ or 7,500 square feet, if the property was arranged differently, it could be subdivided in 4 or 5 lots.” The dimensions of the property do not allow the applicant to divide into multiple parcels without needing one or more variances.
- (b) The applicant states “the existing property is approximately 355 feet deep by 120 feet wide, making it difficult to subdivide with the current subdivision regulations with no rear access.” However, resubdivision of the property is at the sole discretion of the current property owner. Any granting of the variance will make the property non-conforming.
- (c) This variance is requested in order to allow the applicant to exceed the minimum 60 feet wide at the building setback line for a residential use according to the City of Gulfport’s Subdivision Regulations Section D (2). A hardship of needing to exceed the city’s minimum lot width requirement has not been provided in the applicant’s statement.
- (d) In the application it is stated that “many lots within the surrounding area do not comply with the current R-1-7.5 zoning and will only fit one home.” Single-family neighborhoods are primarily zoned for a minimum lot sizes which the existing lot meets. Any new single-family structure will most likely need variances for side setbacks.
- (e) The applicant has stated they would not receive any special benefit if their variance is permitted. However, after viewing an area map of the property, many surrounding residents meet the city’s 60-foot lot width requirement (See attached map).
- (f) This property is zoned a R-1-7.5 (Single-family residence) and a single-family home is permitted by right.

Any approvals should consider these conditions:

- 1. The Certificate of Resubdivision needs to show the recently dedicated (2016) 15-foot Utility Easement. Sewer and water services for lot must be coordinated with Public Works.
- 2. All water and sewer connection need to go through Public Works.
- 3. Must meet current Building Codes and City of Gulfport’s Ordinances.

DEPARTMENTAL CONDITIONS

Engineering:

The Certificate of Resubdivision needs to show the recently dedicated (2016) 15-foot Utility Easement. Sewer and water services for each lot must be coordinated with Public Works. Memo dated 8/2/2018.

Public Works:

All water and sewer services need to go through Public Works. Memo dated 8/2/2018.

Traffic and Safety:

No conditions. Memo dated 8/2/2018.

Technical Report

VARIANCE

Building Code Services: Must meet current Building Codes and City of Gulfport Ordinances.
Memo dated 7/31/2018.

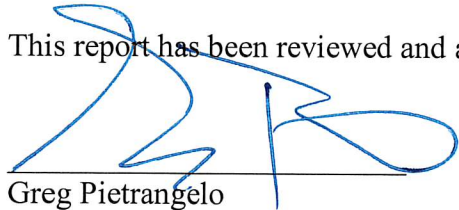
GIS: No conditions. Memo dated 8/8/2018.

Police Department: No conditions. Memo dated 7/30/2018.

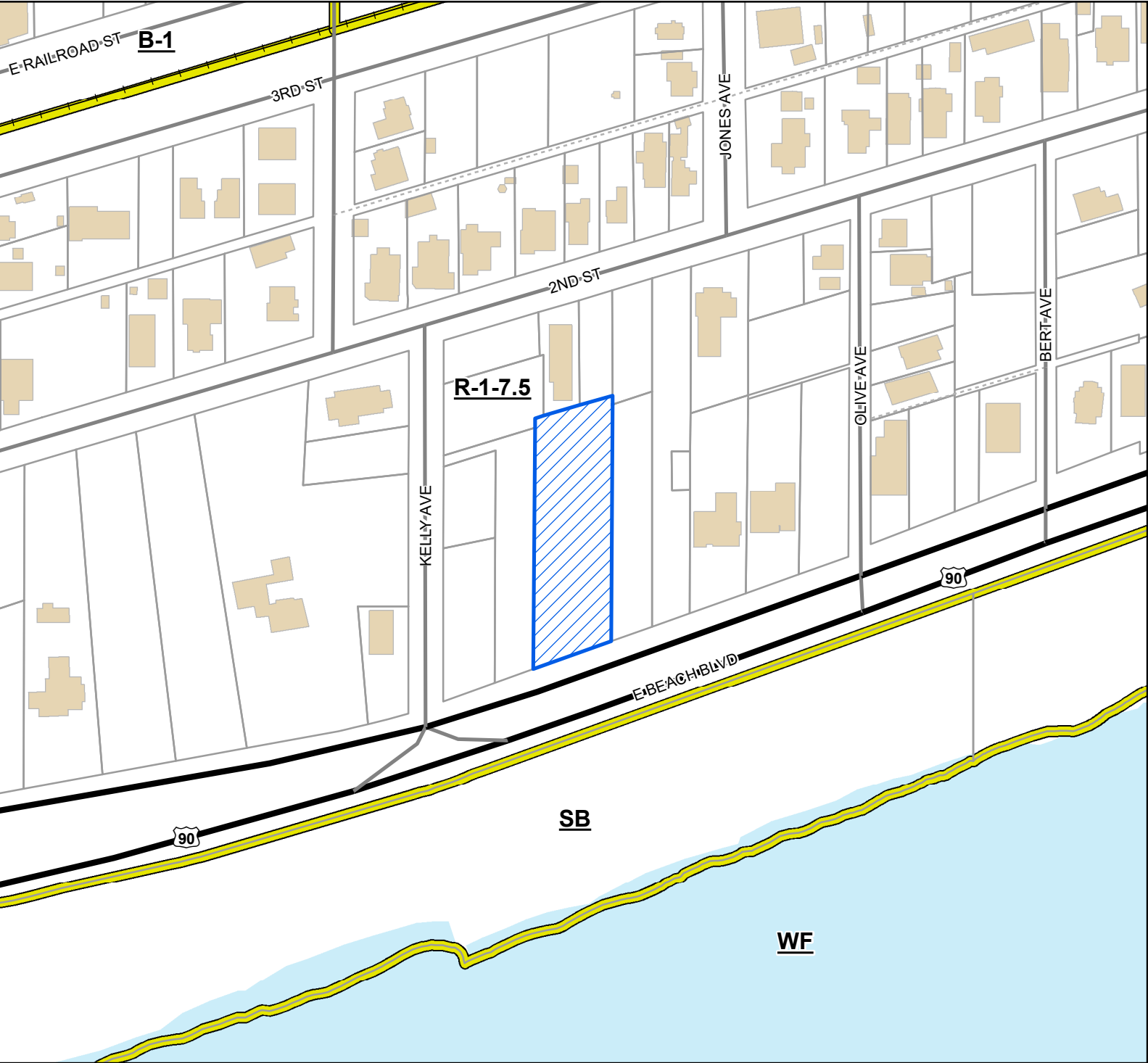
Fire Department: No comments as of 8/6/2018.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



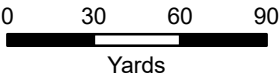
Greg Pietrangelo
Director of Urban Development Department



Legend

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

Site Information
0811H-02-046.000
Zoning: R-1-7.5 (Single-family)
Size: 39,703 sq ft
Flood: AE, 0.2 % annual



1 inch = 200 feet



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



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

APPLICATION FOR VARIANCE

Property Information

TAX PARCEL #	0	8	1	1	H	-	0	2	-	0	4	6	•	0	0	0
						-			-				•			
						-			-				•			

For Staff Use Only
Case File #: 18072B077
Date Received: 6-6-18
Receipt #: 9027095
Received By: TL
Zoning: R-1-7.5
Ward: 2 Flood: AE-0.28
Size: 39,703

(If necessary, use separate sheet of paper)

Address of Property Involved: 1128 E Beach Blvd.

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

General Location: North of E Beach Blvd., South of 2nd St., East of Kelly Ave., West of Olive Ave.

GENERAL DESCRIPTION OF REQUEST:

Requesting a 6.4' lot width variance on each new lot where 60' width is required. The request is to allow for (2) 53.61' wide lots.

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

John Hopkins AS SUCCESSOR TRUSTEE OF
Printed Name Of Owner THE ARVAH M. HOPKINS
3303 A Avenue FAMILY TRUST
Mailing Address
Gulfport MS 39507
City State Zip code

Home Phone _____ Work/Cell Phone _____

Email _____

Signature Of Owner

AGENT

Robert Heinrich w/ Heinrich & Associates, LLC
Printed Name Of Agent
370 Courthouse Rd., Ste. 104
Mailing Address
Gulfport MS 39507
City State Zip code

228-896-6768

Home Phone _____ Work/Cell Phone _____

bobby.h@heinrichassociates.net

Email _____

Signature Of Agent

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

☐

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

VARIANCE SUPPLEMENTAL APPLICATION for
Tax Parcel #0811H-02-046.000
1128 E. Beach Blvd., Gulfport

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

The subject parcel is located just east of the northeast intersection of U.S. Highway 90 and Kelly Ave. in Gulfport, MS. The property is irregular running approximately 355' north and south and approximately 120' along U.S. Highway 90 containing 0.884 acres. The property is zoned R-1.7.5 which allows a minimum lot size of 60'x125' or 7,500 square feet. If the property was arranged differently, it could be subdivided into 4 to 5 lots. However, it's not feasible to construct a 60' wide city right of way to reach the rear of the property. The request is allow a 6.4' lot width variance to create (2) 53.61' wide residential lots where 60' wide lot width is required.

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

The existing property is approximately 355' deep by 120' wide making it difficult to subdivide with the current subdivision regulations with no rear access. Granting this variance for the 2 lots will still allow the lots to connect to U.S. Highway 90 with available water and sewer services and separate addresses.

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

The existing parcel is irregular with no rear access and will not be feasible to build the 2 estate homes following the current major subdivision regulations. The minor subdivision regulations along with the variance will allow this.

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

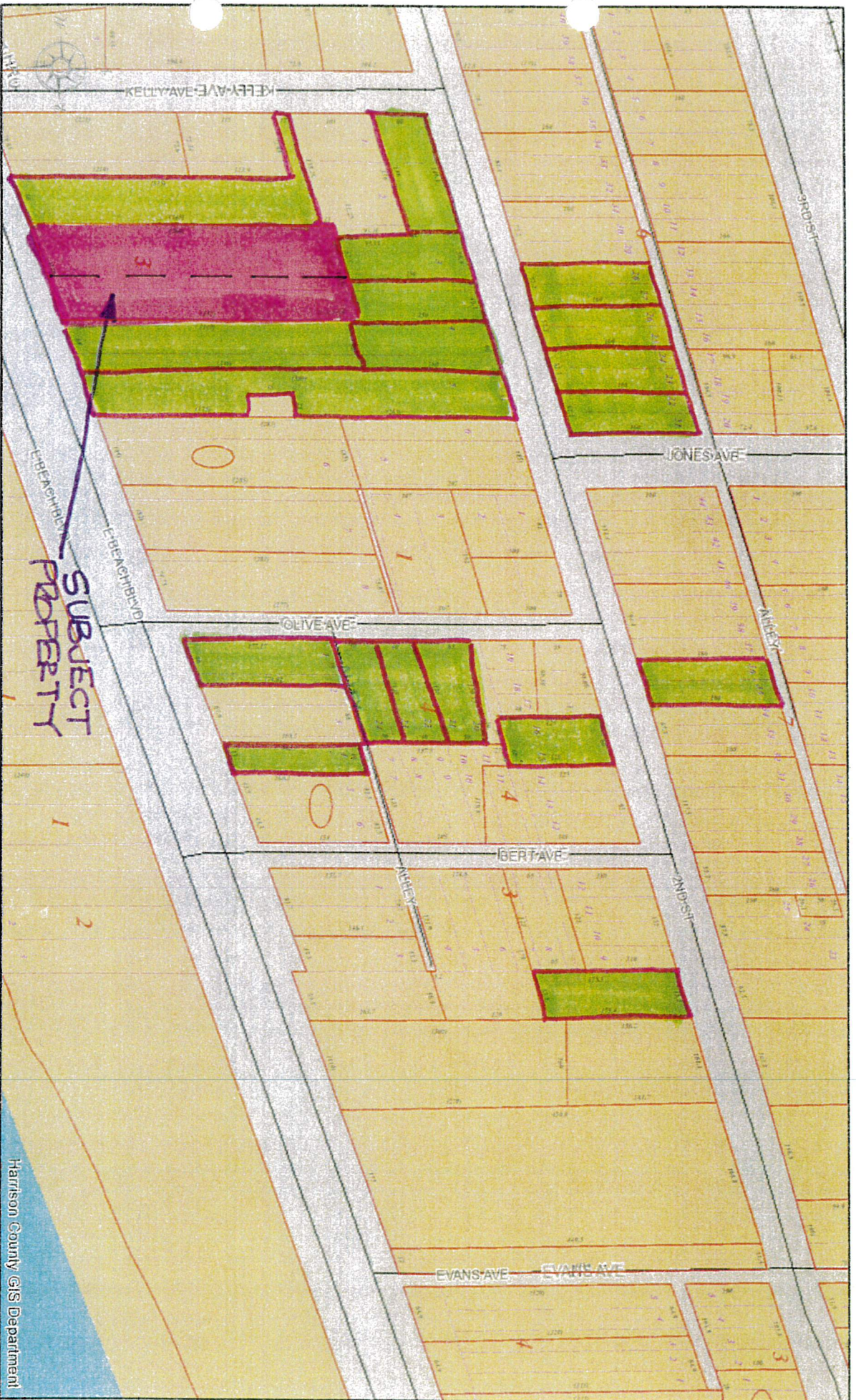
Many lots within the surrounding area do not comply with the current R-1-7.5 zoning and will only fit one home. This parcel is large enough for a subdivision, however the width of the property prohibits constructing a 60' wide right of way.

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

The applicant will not receive any special benefit requesting this variance. Most of the homes in this area are large estates and compliment the neighborhood.

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

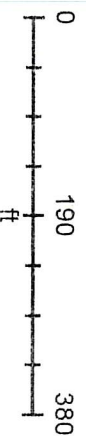
The applicant wishes to subdivide the parcel into 2 large lots which will blend in with the surrounding neighborhood.



HARRISON COUNTY, MISSISSIPPI

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP. TAL FLURY, TAX ASSESSOR.

MAP DATE: June 5, 2018



Harrison County GIS Department

SURVEY OF:
LOT 3
& THE WEST 32.5 FEET OF LOT 4
LESS 150 OFF THE NORTH END
IN BLOCKS 2 & 3
EAST GULFPORT SUBDIVISION
HARRISON COUNTY MS.
SUBDIVIDED INTO:

P.O.B. POINT OF BEGINNING
F.I.P. FOUND 1 1/2" IRON PIPE
F.I.R. FOUND 1/2" IRON ROD



SCALE: 1"=60'
CLASS "B" SURVEY
Base Bearing by GPS RTK (NAD 83)

REFERENCE MATERIAL:
INSTRUMENT # 2014-6822-D-J1
INSTRUMENT # 2013-1686-D-J1
HARRISON COUNTY TAX MAP

CERTIFICATION

This is to CERTIFY that I have surveyed the property hereon described and delineated, and that the measurements and other data indicated are correct to the best of my knowledge and belief.

Larry R. Smith

Larry R. Smith P.L.S. # 02695 Dated: 06/04/2018

This property is located in Zone(s) "VARIES", as published by the Federal Insurance Administration, Official Flood Hazard Map, Community Panel Number 28047C0377G, revised 06/16/2009



SHEET 1 OF 3

LS

LS

LARRY SMITH

LAND SURVEYING

105 N. KERN DRIVE

BOUNDARY, TOPOGRAPHIC

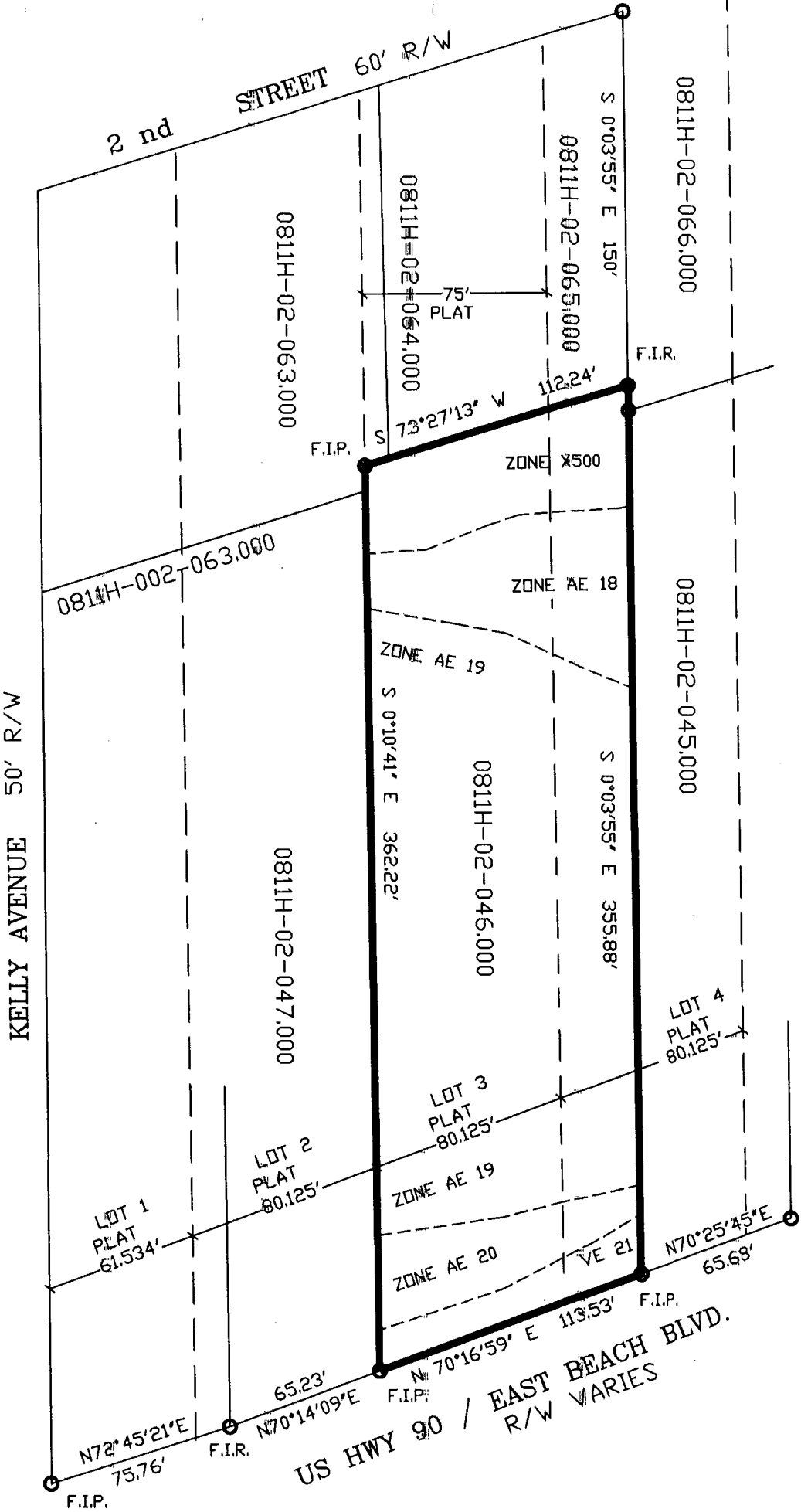
CONSTRUCTION LAYOUT

GULFPORT MS. 39503

PHONE: (228) 832-9643

NOTES: This survey was performed without the benefit of a current title search. Property is subject to any/all Easements, Right-of-ways and/or Restrictions on record.

THIS CERTIFICATE WAS PREPARED BY: Larry Smith



SUBDIVIDED INTO:

PARCEL "A"

Commencing at an Iron pipe found at the intersection of the north margin of US Highway 90 with the East margin of Kelly Avenue; thence N72°45'21"E, along the North margin of US Highway 90 a distance of 75.76 feet to an Iron rod; thence Continue along the said North margin of US Highway 90, N70°14'09"E a distance of 65.23 feet to an Iron Pipe, being the POINT OF BEGINNING; thence continue along the said north margin, N70°16'59"E a distance of 56.76 feet; thence N00°07'20"W a distance of 359.05 feet; thence S73°27'13"W a distance of 56.12 feet to an Iron Pipe; thence S00°10'41"E a distance of 362.22 feet to the point of beginning; Said parcel being a part of Lot 3, Blocks 2 and 3, East Gulfport Subdivision as recorded in the office of the Chancery Clerk for Harrison County Mississippi.

contains 19,352 square feet; more or less.

PARCEL "B"

Commencing at an Iron pipe found at the intersection of the north margin of US Highway 90 with the East margin of Kelly Avenue; thence N72°45'21"E, along the North margin of US Highway 90 a distance of 75.76 feet to an Iron rod; thence Continue along the said North margin of US Highway 90, N70°14'09"E a distance of 65.23 feet to an Iron Pipe, thence continue along the said north margin, N70°16'59"E a distance of 56.76 feet to the POINT OF BEGINNING; thence N00°07'20"W a distance of 359.05 feet; thence N73°27'13"E a distance of 56.12 feet to an Iron Rod; thence S00°03'55"E a distance of 355.88 feet to a point on the North margin of US Highway 90; thence S70°16'59"W along the said North margin a distance of 56.77 feet to the point of begining. Said parcel being a part of Lot 3 and the West 32.5 feet of Lot 4, Blocks 2 and 3, East Gulfport Subdivision as recorded in the office of the Chancery Clerk for Harrison County Mississippi.

contains 19,176 square feet, more or less.

CERTIFICATION

This is to CERTIFY that I have surveyed the property hereon described and delineated, and that the measurements and other data indicated are correct to the best of my knowledge and belief.


Larry R. Smith P.L.S: # 02695 Do

P.L.S. # 02695

Dated: 06th/04/2018

This property is located in Zone(s) "VARIES", as published by the Federal Insurance Administration, Official Flood Hazard Map, Community Panel Number 28047C0377G, revised 06/16/2009



SHEET 2 OF 3

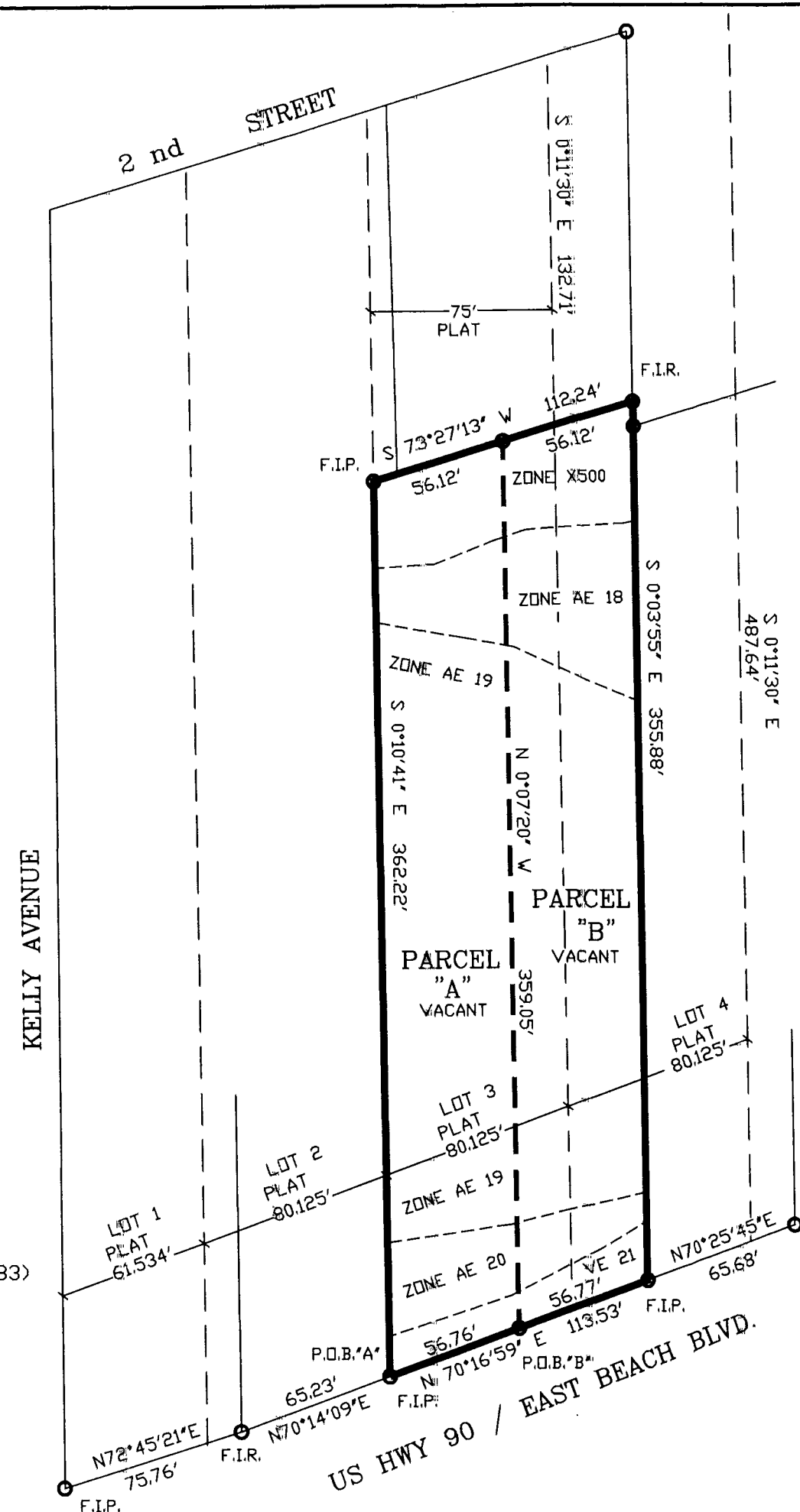
SCALE: 1"=60'

CLASS "B" SURVEY

Base Bearing by GPS RTK (NAD 83)

NOTES: This survey was performed without the benefit of a current title search. Property is subject to any/all Easements, Right-of-ways and/or Restrictions on record.

THIS CERTIFICATE WAS PREPARED BY: Larry Smith



LS LARRY SMITH
LAND SURVEYING
105 N. KERN DRIVE GULF

BOUNDARY, TOPOGRAPHIC CONSTRUCTION LAYOUT

105 N. KERN DRIVE GULFPORT MS. 39503 PHONE: (228) 832-9643

CERTIFICATE OF RESUBDIVISION

In accordance with Section 9-48 of the Codes 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 a Parcel of land, into (2) Parcels A & B. The Subject Property is generally described as being located in the Southeast Quarter of Section 3, Township 8 South, Range 11 West, City of Gulfport, Harrison County, Mississippi. (North of Highway 90/ East of Kelly Avenue), On file and recorded in Instrument # 2014-6822-D-J1, in the office of the Chancery Clerk. The ad valorem tax numbers of the subject property is 0811H-02-046.000, The Case File Number is _____

The applicant(s) 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:

Ratified and Approved By:

OWNER: _____
John Hopkins

This the _____ day of _____, 20____

ACKNOWLEDGEMENT

Before me, the undersigned, authorized in and for the State of Mississippi, County of Harrison, Personally appeared the

aforenamed _____ 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: _____

PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the ____ day of _____, 20 ____.

Chairman
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 _____, 20____.

ATTEST: _____ ADOPT: _____

CLERK OF THE COUNCIL

PRESIDENT

This resubdivision plat and Certificate of Resubdivision, having been submitted and approved by the Mayor, This the _____ day of _____, 20____.

MAYOR (City of Gulfport)

LS

LS

LARRY SMITH

LAND SURVEYING

105 N. KERN DRIVE

GULFPORT MS. 39503

PHONE: (228) 832-9643

PPIN	Parcel ID	Name	Address	City	State	ZIP
25816	0811H-02-046.000	HOPKINS JOHN H (Owner)	3303 A AVENUE	GULFPORT	MS	39507
		Heinrich & Associates, Attn: Robert Heinrich (Agent)	370 Courthouse Rd, Ste 104	Gulfport	MS	39507
Adjacent Property Owners						
25810	0811H-02-062.000	BODDIE GEORGE R & SANDRA PIERCE	1124 2ND STREET	GULFPORT	MS	39501
25811	0811H-02-064.000	MURPHY GUY L & KAREN P	1117 2ND ST	GULFPORT	MS	39501
25812	0811H-02-063.000	COTTEN J STEVENS JR ET AL	313 ROYAL DR	GULFSHORES	AL	36542
25813	0811H-02-047.000	CLOWER JOHN ROBBINS JR & BARBARA	13054 MIDLAND COVE	GULFPORT	MS	39503
25814	0811H-02-049.000	THROOP ELIZABETH W	2408 OAK PL	GULFPORT	MS	39501
25815	0811H-02-048.000	NIEVAS KATHY PALMER	1234 2ND ST	GULFPORT	MS	39501
25817	0811H-02-065.000	ROWLAND KEITH & DONNA JEAN	779 PIN OAK RD	RINGGOLD	GA	30736
25818	0811H-02-066.000	ANDERSON CATHERINE F	1705 CAHILL DR	GULFPORT	MS	39507
25847	0811H-02-025.000	MCBRIDE DOUG & JENIFFER	1108 2ND ST	GULFPORT	MS	39501
25848	0811H-02-024.000	ROWLAND DONNA J & WILLIAM KEITH II	779 PIN OAK RD	RINGGOLD	GA	30736
25849	0811H-02-023.000	LOFTON LYNN N	1114 2ND ST	GULFPORT	MS	39501
25850	0811H-02-022.000	BODDIE GEORGE R & SANDRA P	1124 2ND ST	GULFPORT	MS	39503
31555	0811H-02-043.000	ELLIOTT ADRIENNE MARIE	1118 E BEACH BLVD	GULFPORT	MS	39501
33424	0811H-02-050.000	ROUSSE CAMILLE JOSEPH & EMMA	150 DIXIE ST	DES ALLEMANDS	LA	70030
33427	0811H-02-060.000	LAMBERT ALBERT N & EDNA C	1143 2ND ST	GULFPORT	MS	39507
33428	0811H-02-061.000	LAMBERT ALBERT N & EDNA C	1143 2ND STREET	GULFPORT	MS	39507
88736	0811H-03-001.000	GULFPORT CITY OF	1601 33RD AVE	GULFPORT	MS	39501
88775	0811H-02-044.000	POPE CARL J	P O BOX 283	GULFPORT	MS	39502
88776	0811H-02-045.000	MORRISON KENNETH R & LISA K	1404 BUCKHEAD RD	VESTAVIA HILLS	AL	35216
88777	0811H-02-051.000	SALLOUM JOSEPH N & MIRIAM E	P O BOX 1176	GULFPORT	MS	39502
88778	0811H-02-067.000	POPE CARL J	P O BOX 283	GULFPORT	MS	39502

SunHerald

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Depth
662358	0003743074	LEGAL NOTICE PUBLIC HEARING In conformar	199570	\$56.40	1	7.60 In

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 Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 P.M., Thursday, July 19, 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.

Variance 1807ZB076:
Allison Larsen, agent for Ashley Larsen, property owner, requests a variance of 1 foot to allow a 4-foot tall fence in the front yard where 3 feet is the maximum height allowed, at 2628 6th Avenue on the tax parcel 0911D-06-036.000 zoned R-1-7.5 (Single-family); located north of 26th Street, south of Coffee Creek, east of and adjacent to 6th Avenue, and west of 5th Avenue, in Ward 2.

Variance 1807ZB077:
Heinrich & Associates LLC, agent for John Hopkins, property trustee, request a variance of 12.8 feet to allow 2 new lots to be 53.61 feet in width at the building setback line where 60 feet is required, on the tax parcel 0811H-02-046.000 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.

Variance 1807ZB080:
GP Holding LLC, property owner, requests a variance to allow an 8-foot solid fence where the top 2 feet are required to be 50 percent transparent at 8933 Lorraine Road on the tax parcel 1010D-01-009.000 zoned R-B (Residence-business); located north of and adjacent to Sundown Drive, south of W Taylor Road, east of Carl Legett Road, and west of and adjacent to Lorraine Road, in Ward 4.

Appeal of SmartCode Warrant 1807SC072:

Charles Jr. and Audrey Gray, property owners, request to appeal a SmartCode Warrant decision denying their two warrants: 1) a warrant of 15 feet to allow three proposed parcels to be 55-foot in width each where 60 feet are required, 2) a warrant of 9,638 square feet to allow three proposed parcels to be 5,500 square feet each where 8,712 square feet are required on tax parcels 0711N-02-042.000 and 0711N-02-042.001 zoned T3 (Suburban Zone); located north of and adjacent to Finley Street, south of West Railroad Street, east of and adjacent to Regnault Street, and west of Joseph Avenue, in Ward 2.

This the 28th day of May 2018
A. Lee Palermo, Chairman

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 04, 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



Sown to and subscribed before me this
5th 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.

City of Gulfport Zoning Board of
Adjustment and Appeals
ADV:7/4/18-0003743074

CITY OF GULFPORT
ZONING BOARD OF ADJUSTMENT AND APPEALS

1807ZB077

TRANSCRIPT OF HEARING

August 16, 2018

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
ZONING BOARD OF ADJUSTMENT AND APPEALS HELD IN THE CITY
COUNCIL CHAMBERS, GULFPORT, MISSISSIPPI, ON THE 16TH DAY OF
AUGUST 2018 COMMENCING AT 3:00 P.M. AND REPORTED BY
NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

COMMISSION MEMBERS PRESENT:

LEE PALERMO, President
LESLIE NORTH
MARY ANN WIGINTON
MICHAEL DANIELS

NOT PRESENT:

ROBERT PHARR, JR.
NATHAN BODDIE
JONATHAN MARSHALL

STAFF PRESENT:

GREG PIETRANGELO
GREG HOLMES
THOMAS LANE
MATILDA WELCH

1 MR. LANE: Variance Case 1807ZB077 deferred
2 from the July 19, 2018, meeting has been duly and timely
3 noticed as required by law. The applicant requests a
4 variance of 2.8 feet to allow two new lots to be 53.61 feet
5 in width at the building setback line where 60 feet is
6 required on the tax parcel zoned R-1-7.5 single family
7 located north of and adjacent to East Beach Boulevard, south
8 of Second Street, east of Kelly Avenue, and west of Olive
9 Avenue, in Ward 2. A copy of the packet considered is
10 hereby offered to the record.

11 MR. PALERMO: Thank you.
12 Is anyone here to speak for the petition?
13 Since you're the only one here, Bobby, I
14 guess that's you.

15 MR. HEINRICH: That's it.
16 Bobby Heinrich, 370 Courthouse Road in
17 Gulfport.

18 I'm assuming you have some drawings in there
19 that show where the surrounding area, this will certainly
20 comply with what's out there already. We're taking a bigger
21 lot and splitting it in half. And I want to pass this out.

22 MR. PALERMO: We've got it in our packet.

23 MR. HEINRICH: Also, I wanted to point out
24 that everyone, I'm sure you're all familiar with the homes
25 that we've been building and designing on 15th Street, and

1 they'll be comparable with the ones at Oak Shadow where the
2 St. Jude homes are located. But I've got pictures of those.

3 These homes will end up being around \$750,000
4 right on the beach facing the Gulf. So these will be very
5 high-end homes. So we'd like to put two of them there.

6 These are just pictures I took of what's out
7 there, the ones that we've done in the past.

8 But it's -- again, these are -- the problem
9 with these homes is they can't build them fast enough. And
10 so we'd like to build two more. The neighborhood, obviously
11 I'm assuming there's no objection to that. But we'd like to
12 build two nice very high-end homes.

13 If you have any questions, I'll be happy to
14 answer them.

15 MR. PALERMO: Do these lots, do they go all
16 the way to Second?

17 MR. HEINRICH: No.

18 MR. PALERMO: No, they do not?

19 MR. HEINRICH: No.

20 MR. PALERMO: The only entrance or exit to
21 them will be off the beach?

22 MR. HEINRICH: Yes. But we are working on it
23 to try to do a back way in there. There's a little strip of
24 land back there that the owner is trying to acquire. And
25 that would be a back way in, which would be more desirable.

1 But in R-7.5 zoning, you can enter off the front of the
2 property. There's already curb cuts there.

3 MR. PALERMO: Right.

4 Any other questions for Bobby?

5 MS. NORTH: We do have a letter of objection,
6 and it says that the property is for sale. Do you know
7 anything about that?

8 MR. HEINRICH: It is for sale, yes.

9 MS. NORTH: Okay. So are they -- have the
10 people that are doing it, have they purchased the property?

11 MR. HEINRICH: It's contingent upon an
12 approval.

13 MS. NORTH: On this?

14 MR. HEINRICH: Yes, ma'am.

15 These homes will be -- they'll fit on there
16 fine with regular side yard setbacks, the rear setback, and
17 the front setback. We're not asking for any building
18 setbacks. There's plenty of room for these homes.

19 MR. PALERMO: None of these photos are houses
20 that are on Beach Boulevard; right?

21 MR. HEINRICH: Well, they're similar to the
22 ones in Oak Shadow.

23 MR. PALERMO: None of these are actually on
24 Highway 90?

25 MR. HEINRICH: Those -- no. Well, let me

1 clarify that. The styles are roughly the same as the ones
2 in -- there's five down there at Oak Shadow, and they mimic
3 these homes.

4 MS. NORTH: But they're not on the beach.

5 MR. PALERMO: That's not on Highway 90 is
6 what I'm asking.

7 MR. HEINRICH: I didn't think of taking those
8 pictures. I don't think I have any.

9 MR. PALERMO: Any other questions?

10 MR. DANIELS: Just so I understand. You just
11 want -- looking for a variance to I guess combine these two
12 lots?

13 MR. HEINRICH: We're taking one parcel and
14 splitting it in half into two. Just a lot split, yes, sir.

15 MS. WIGINTON: And is that going to leave
16 enough footage to meet the requirements?

17 MR. HEINRICH: For the setback, yes, ma'am.

18 If you notice the two lots on either side,
19 they're, I mean, they're -- that's the same size lot right
20 there. They're not any different than what's already out
21 there. This lot will be plenty room enough to fit those
22 homes on there meeting the current building setbacks.

23 MR. PALERMO: Any other questions?

24 MR. DANIELS: My main concern is the parking.
25 They were saying come in from the back. I guess, with the

1 other ones, at least they have, they're on the main frontage
2 road. The houses that are in Long Beach or close I guess to
3 Gulfport --

4 MR. HEINRICH: Right before Long Beach, yes,
5 sir.

6 MR. DANIELS: -- are those also your houses?

7 MR. HEINRICH: Yes. It's the same designs,
8 same builder.

9 MR. DANIELS: Gotcha.

10 MR. HEINRICH: Those lots are actually
11 smaller than these lots.

12 MR. DANIELS: And do they come off 90, too?

13 MR. HEINRICH: No. They have an alleyway in
14 the back.

15 If you allow this, and we had to go down the
16 side of the house, there's still room for a driveway to go
17 down this side of the house.

18 MR. DANIELS: That's I guess kind of one of
19 my only concern is really that. I know they have the
20 cutout. But just that traffic coming in is kind of -- and
21 going out -- is kind of -- I like the idea of the West
22 Gulfport makes sense.

23 MR. HEINRICH: Well, that 7.5 zoning allows
24 you to come in off the front. But we're trying to turn it
25 into that.

1 You see that -- right there where it says
2 Kelly Avenue, there's a little strip of land right there,
3 little strip right there. We're trying to acquire that
4 because they can't do anything with that. So we're trying
5 to purchase that to get into the back of these -- that's
6 what we want to do.

7 MR. PALERMO: The one off of Kelly, you said?

8 MR. HEINRICH: Yes.

9 But all those houses and lots have drives off
10 Highway 90. That's the way it's been.

11 MR. PALERMO: All right. Any other questions
12 of Bobby?

13 No other questions? All right. Thank you,
14 Bobby.

15 No one else here to speak for since there's
16 no one else here.

17 Anyone here to speak against? No?

18 All right. You've had a chance to look at
19 the staff's report. Any questions or comments for the
20 staff? Or do we have a motion?

21 No questions? Do I have a motion?

22 Greg, the minimum required is 60 foot; right?

23 MR. HOLMES: Correct.

24 MR. PALERMO: So the property he's got to
25 evenly split it has to be 53. Is that the reason we're

1 going for the variance?

2 MR. HOLMES: Correct. He's splitting it in
3 half.

4 MR. PALERMO: Right.

5 MS. NORTH: And the ones on either side are
6 65 and almost 66 and 75. So...

7 MR. PALERMO: It's just unfortunate that
8 these two front pieces of property are narrower than 60
9 feet.

10 MR. DANIELS: I got a quick question for you.
11 I know the idea, of course, is to sell both,
12 of course, of the property. So in this case, you cannot
13 keep the -- or you guys obviously don't want to keep these
14 two parcels together so it can fit into the variance?

15 MR. HEINRICH: Well, there's the one parcel
16 now I'm trying to turn into two. But rather than coming in
17 here and asking for what we're asking for, where you come 35
18 foot coming off the corner of that property, I could do that
19 and ask for a variance to go behind it and do two lots that
20 way. But to have two three-quarter million dollar houses
21 facing Highway 90 is more desirable than to have a house up
22 front and then one behind it because the lot is almost an
23 acre. It's almost 40,000 square feet. And the minimum lot
24 size for R-7.5 is 7500 square feet. So we're trying to
25 create two beachfront nice custom homes.

1 MR. DANIELS: Instead of one on that
2 property.

3 MR. HEINRICH: That's right.

4 I mean, that parcel right there is 40,000
5 square feet. So it's 100 feet along Highway 90 and 100 feet
6 when you draw it askew like that and chop it down the
7 middle, it's only 53 feet. So the minimum is 60; we're
8 asking for a seven foot variance.

9 MR. DANIELS: That's what I was asking. I
10 guess that would be a whole nother delay, design. I'm just
11 asking I guess for the most part, you're keeping it the way
12 it is and building one larger house that has an off-street
13 driveway and anything else that comes along with it instead
14 of having to separate two and then asking for the variance.
15 You don't want to build one house.

16 MR. HEINRICH: We want to build two houses.
17 The land is very expensive.

18 MR. DANIELS: I understand.

19 MR. HEINRICH: The scenario I was just
20 pointing out, a 35 foot connection to Highway 90, makes it
21 a legal lot. Then I'd have to ask for a variance because
22 it's not 60 feet at the setback. So you have to have
23 (). So it's just a strange piece of property that it's
24 big, it's a huge piece of property that the configuration
25 of it limits you how to get the width of the lot that you

1 need.

2 And again, these homes are about 26 feet
3 wide, 24 and 26 feet wide, and we have plenty of room in
4 there. And that leaves you 12 or 13 feet each side of the
5 house. We could probably scoot it over a little bit if we
6 needed to do the driveway, but we're trying to eliminate
7 that and come in out the back. But we can't do that until
8 we get past this.

9 MR. PALERMO: Any other questions?

10 MR. HEINRICH: Can I sketch something and
11 show you what I'm talking about?

12 MR. PALERMO: I think everybody has in mind
13 what you're planning on doing. It's just a dilemma, you
14 know.

15 MS. NORTH: It opens up --

16 MR. PALERMO: Yeah. It sets a precedent that
17 I don't know that we want to start setting at this point.
18 You understand that, where we stand, coming from.

19 Right now, you're looking at 105 foot lot
20 width. It's a nice lot width for a nice sized home, one
21 home.

22 And, you know, the dilemma is to allow it to
23 split, then what do you start doing? Do you start splitting
24 the 70 foot lots? Do you start splitting the 50 foot lots?
25 You know, it's one of those things where we have a difficult

1 decision to make, and we want to make the right one, believe
2 me. We want economic growth just as much as anybody else.
3 But to make the right decision is paramount at this point.

4 MR. HEINRICH: I've been here numerous times.
5 And if the Second Streeters were upset with it, they'd all
6 be in here. You know, they've all talked to everybody, and
7 that's what it really comes down to is the neighborhood.

8 Again, I tried to highlight that there's
9 several lots out there that are smaller than this. It's not
10 something that's not already out there.

11 This could be a Smart Code area, but it's
12 not. It's just a regular R-7.5.

13 MR. DANIELS: I'm trying to wrack my mind
14 right now. I understand what you're trying to do. But it's
15 just hard to digest it and set that precedent. Me, I mean,
16 I guess I would have to make a motion to deny the request
17 based off of what we were discussing.

18 MR. PALERMO: So we have a motion to deny the
19 request on the table.

20 MS. NORTH: I second it.

21 MR. PALERMO: We've got a second. Ready to
22 call for the vote. All those in favor of denying the
23 request.

24 MR. DANIELS: I made the motion, so yes.

25 MS. WIGINTON: Yes.

1 MS. NORTH: Yes.

2 MR. PALERMO: I also agree with the motion
3 presented.

4 Therefore, the motion is rejected (sic).
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BEFORE THE CITY OF GULFPORT
ZONING BOARD OF ADJUSTMENT AND APPEALS

1807ZB077

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroe, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Zoning Board of Adjustment and Appeals and that the foregoing 12 pages constitute a true and correct transcription of said hearing held on the 16th day of August 16, 2018.

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

Witness my signature this the 4th day of September 2018.



A handwritten signature in blue ink that reads "Norma Jean Ladner Soroe".

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
Main Street

Date: 09/10/2018

Subject: Reconsideration - Ordinance 2969 - 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 4th day of September, 2018, the following Ordinance:

ORDINANCE NO. 2969

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 Councilmember Roland, seconded by Councilmember Holmes-Hines, and was adopted by the following roll call vote:

<u>YEAS:</u>	<u>NAYS:</u>	<u>ABSENT:</u>
Casey	None	None
Roland		
Holmes-Hines		
Walker		
Sharp		
Flowers		
Pucheu		

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 4th day of September, 2018.

(SEAL)

ATTEST:

ADOPTED:

Brittany Rodgers, Clerk of Council

F.B. “Rusty” Walker, IV, President

The above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 5th day of September, 2018.

APPROVED:

Billy Hewes, Mayor

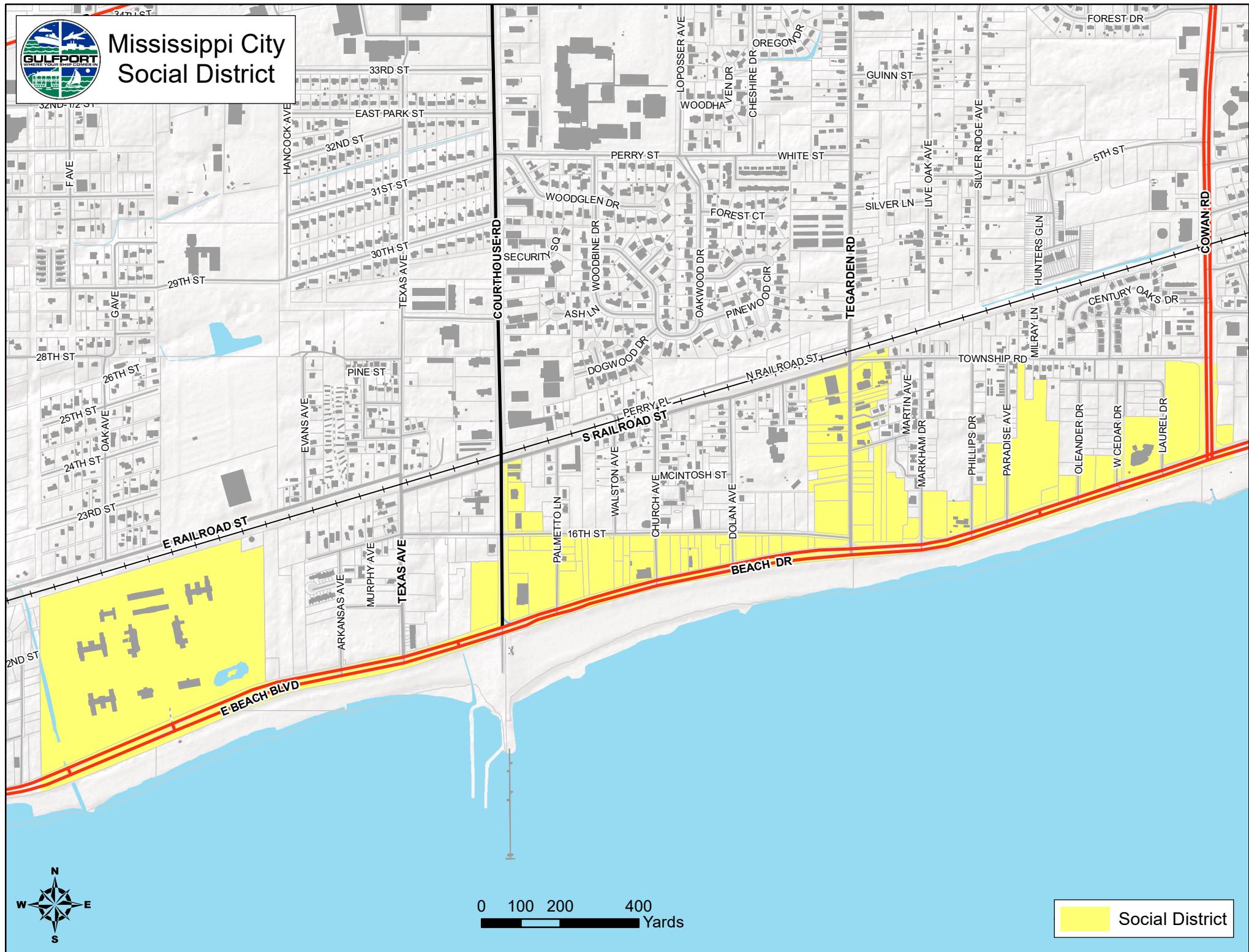
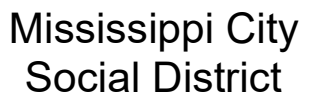
EXHIBIT A

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 16 th 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-03-059.000;
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 1011D-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.



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

<u>DBA</u>	<u>ADDRESS</u>	<u>PERMIT HOLDER</u>
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: Connie Debenport, Manager
Purchasing

Date: 09/26/2018

Subject: Resolution - approving bid award to Mississippi Utilities for Valve Insertion System for the Department of Public Works, and for related purposes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: September 18, 2018

**Re: Insertion Valve System – Reverse Auction
Department of Public Works
Bids Received 08-28-2018**

On August 18, 2018, the City of Gulfport received one bid in response to the advertisement for One (1) New and Unused Valve Insertion System for the Department of Public Works via Reverse Auction. Upon review by the end user/requestor, we are requesting permission to issue a Purchase Order to the lowest and best bid as submitted by Mississippi Utilities in the amount of \$60,000.00,

Thank you for your consideration.

Title:	Insertion Valve
Agency:	City of Gulfport - MS
Start date:	28-Aug-2018 09:00:00 AM
End date:	28-Aug-2018 10:00:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
23586	bblunski	60000.0000	28-Aug-2018 09:12:21 AM	Brett	Blunski	LUSCO	george.stroyewski@ferguson.com	+2253838916

Sealed Bid for Valve Insertion System

ATTN: Office of Procurement

1410 24th Avenue, Gulfport, MS 39501

Catrina Walker, Mississippi Utilities Supply

Received at 11:14 by Doreen on 8/10/08



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

Insertion Valve
City of Gulfport - MS

Project documents obtained from www.CentralBidding.com
02-Aug-2018 03:01:52 PM



BID NOTICE

TO: PROSPECTIVE BIDDER

FROM: CONNIE DEBENPORT
CITY OF GULFPORT- OFFICE OF PROCUREMENT
1410 24TH AVENUE, GULFPORT, MS 39501

ISSUE DATE: July 20, 2018

The City of Gulfport appreciates your interest in our City. Please note that the City will be utilizing the reverse auction process for this purchase. All instructions are provided with this bid package. As we go through the bid process, please direct any of your questions to the Office of Procurement. It is our intent that this process will be a positive experience for every vendor willing to put time and resources into this bid. We appreciate you and look forward to working with you during the bid process.

REQUEST FOR BIDS/REVERSE AUCTION

UN-PRICED BID PROPOSALS		BID OPENING
DATE – 08-14-2018		DATE – 08-20-2018
TIME – 10:00 AM LOCAL TIME		TIME – 10:00 AM LOCAL TIME
LOCATION - 1410 24 TH Ave., Gulfport, MS 39501, 2 nd Floor Hardy Bldg.		LOCATION - 1410 24 TH Ave., Gulfport, MS 39501, 2 nd Floor Hardy Bldg.

BID ITEM: VALVE INSERTION SYSTEM FOR THE DEPT. OF PUBLIC WORKS

PROCUREMENT SCHEDULE:

Advertisement published	07/20/18 and 07/27/18
Release of Bid	07/20/18
Unpriced proposals due	08/14/18
Bid Deadline for Approved Vendors	08/20/18
City Council Approval	09/04/18



General Information

Unpriced bid proposals will be received by the City of Gulfport Office of Procurement located at 1410 24th Avenue, Gulfport, MS or electronically at www.centralbidding.com; at the date and time specified on the BID NOTICE. Neither dating of the un-priced proposals form, nor placing it in the mail by this date will meet legal requirements. All un-priced proposals must be received at the Office of Procurement or electronically at www.centralbidding.com on or before the date and time specified in the Procurement Schedule. The City of Gulfport reserves the right to reject and and/or all un-priced proposals received and to waive any and all informalities.

1. If submitting a PAPER un-priced proposal, it shall be typed. Any changes that are made must be initialed. No changes are allowed after the un-priced proposals are opened. The City of Gulfport is not responsible for any errors or omissions. Un-priced proposals may be hand delivered, mailed or submitted electronically. Paper un-priced proposals must be submitted in a sealed envelope labeled as follows:

SEALED BID FOR VALVE INSERTION SYSTEM
ATTN: OFFICE OF PROCUREMENT
1410 24TH AVENUE, GULFPORT, MS 39501
NAME OF COMPANY OR PERSON SUBMITTING BID

2. Any un-priced proposal received after the opening date and/or time shall be time and date stamped and marked "LATE UN-PRICED PROPOSAL" and returned to the bidder un-opened. For this purpose, the official time for any bids and/or proposals shall be based upon the time as indicated by the Office of Procurement.
3. Un-Priced proposals may be modified or withdrawn by written notice from the bidder, if received by the Office of Procurement prior to the date and time set forth in the BID NOTICE. **In order to modify an un-priced proposal, the bidder must submit a new un-priced proposal with the words "MODIFIED UN-PRICED PROPOSAL" shown in the lower left corner of the sealed envelope.**
4. All items contained in this un-priced proposal are to be per specifications unless otherwise specified.
5. Paper un-priced proposals shall be submitted on the supplied un-priced proposal form, electronic un-priced proposals shall be submitted online at www.centralbidding.com; Should the bidder's response not be submitted on the supplied un-priced proposal form, the City reserves the right to reject the bid.

QUALIFICATION OF BIDDERS

Un-priced proposals will be evaluated and vendors submitting acceptable specifications will be **invited** to participate in the Electronic Reverse Auction. The City of Gulfport reserves the right to extend the auction date if necessary to complete the pre-qualification process.

METHOD OF BIDDING:

Bids from approved vendors will ONLY be accepted by bidding in this Electronic Reverse Auction Bid Event that has a date and time of starting – August 20, 2018 @ 10:00 am local time. Bids will only be accepted in an Electronic Process hosted by Central Bidding and the Supplier/Vendor must complete the free registration at: <https://www.centrauctionhouse.com/registration.php> to participate in this Electronic Reverse Auction Bid Process. For any questions relating to the electronic submittal and/or bidding process, please contact Central Bidding at 225-810-4814.

ADDITIONAL INSTRUCTIONS:

The City of Gulfport requires that Purchase Orders be issued before any items are ordered or delivered. The City of Gulfport shall not be responsible for any products delivered without an approved Purchase Order and/or without a signed acknowledgement of receipt by a City of Gulfport employee at the time of delivery.

The awarded vendor shall provide accurate, readable and timely reports such as invoices, credits and statement as requested by the City of Gulfport.

GOVERNING LAW:

This agreement shall be governed by and construed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Harrison County, Mississippi.

SUBSTITUTE W-9 AND VENDOR APPLICATION:

The City of Gulfport requires the attached "Substitute W-9 and Vendor Registration Form be completed and included in your bid submission

INSURANCE REQUIREMENTS:

The City of Gulfport requires a current copy of Liability and Workman's Compensation Insurance be included in your bid.

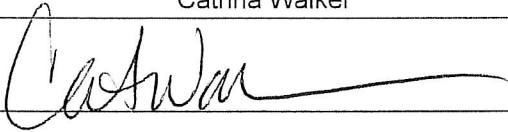
AUTHORIZATIONS:

Proposals are to be signed by those officials and agents duly authorized on behalf of their respective institutions to sign proposals and contracts. We propose to furnish and deliver the items on the un-priced proposal form according to your specifications.

THIS BID CONSIST OF:

- (A) BID NOTICE
- (B) BID INSTRUCTION
- (C) SPECIFICATIONS AND UN-PRICED PROPOSAL FORM

I/We the undersigned, do hereby understand and accept the following instructions under with this un-priced proposal is being submitted.

Company/Firm Name	Mississippi Utilities Supply
Authorized Representative- Print	Catrina Walker
Authorized Representative – Sign	
Address	142431 Seaway Rd Unit B-5, Gulfport, MS
Phone Number	228-863-2757
Facsimile Number	228-863-6587
Email	catrina.walker@ferguson.com

If applicable, please acknowledge receipt and acceptance of addenda issued by checking below:

Addendum #1_____ Addendum #2_____ Addendum #3_____ Addendum #4_____

Be sure to include the **Substitute W-9, Vendor Registration and Certificate of Insurance.**



The Unit must MEET or EXCEED the following specifications. Each bidder MUST annotate YES or NO per line if your bid meets or exceeds the minimum specifications. If you mark NO, a detailed explanation must be provided as to why you do not meet or exceed the specifications.

DESCRIPTION	Meets or Exceeds Minimum Specifications	
	YES	NO
The City of Gulfport Public Works department is requesting bids from vendors to provide a capable valve insertion equipment that can be used without shutting down utilities while installing valves in the range of four-inch (4") diameter through twelve-inch (12") diameter.	X	
This equipment shall be rated for line pressures up to 250 PSI and allow for installation of open left (Clockwise close) and open right (anti-clockwise close) valves without disturbing existing utilities in close proximity to the valve location.	X	
The equipment shall allow for expansion to single or double sets of line stopping equipment in sizes four to twenty inches (4" to 20") without factory re-work. The equipment shall allow for expansion to side tapping of three inches to twenty inches (3" to 20") with optional adapter kits.	X	
The equipment shall also allow for expansion to valve insertion of sixteen inches (16") with additional adapter kit. The size and weight of each Valve Insertion Equipment (4" – 12") shall be such that two (2) workman can assemble the machinery and manually transport it over a level construction site without the use of hoisting equipment. Once lowered into an excavation, two (2) workmen can mount the machinery onto the valve insertion fitting without further hoisting assistance.	X	
Tapping (Drilling) Machine (4" – 12")	X	
Drive Motor: Hydraulic (Electric Start, Hoses 20' w/ quick connects)	X	
Shell Cutter: Carbide tooth (4", 6", 8", 10", 12") (5 total)	X	
Pilot Drill (4"-6", 8" & 10"-12") (3 total)	X	
Saw Mandrel (4"-8") and (10"-12") (2 total)	X	
Temporary Valve 8" & 12" (2 total)	X	
OS& Y Top With 30-inch feed screw	X	
Insertion housing 8" & 12" (2 total)	X	
20-inch adapter housing	X	

DESCRIPTION	Meets or Exceeds Minimum Specifications	
	YES	NO
Insertion tool (4 -8", 10 -12") (2 total)	X	
Guide Plate	X	
Blind Flange with test port 8" & 12" (2 total)	X	
Extension kit from 8" to 12" (Machined Aluminum)	X	
Valve Insertion guide gauges (4"-8")	X	
Valve Insertion guide gauges 10" – 12")	X	
WARRANTY – Minimum 1 year manufacturer warranty	X	

Equipment to be F.O.B. – Department of Public Works Facility, 4050 Hewes Ave., Gulfport, MS 39507; or as otherwise instructed.

The City reserves the right to inspect the overall condition of the ~~bucket truck~~ and have the right to reject a machine the city deems not acceptable. The successful bidder must deliver the machine with all required items listed in the specification **within 45 calendar days after receipt of purchase order.**

Failure of Gulfport Department of Public Works personnel to discover defects or omissions of specification required items during the acceptance inspection does not relieve the winning bidder from the responsibility of correcting the area of non-compliance found after delivery of the inspected machine and on prior or subsequent machines.



12500 Jefferson Avenue
Newport News, VA 23602-4314
Phone: (757) 874-7795
FAX: (757) 989-2501

Reply to: P.O. Box 9406
Hampton, VA 23670

Date

Addressee Info

RE: Credit References

To Whom It May Concern:

We are enclosing this letter and credit information for Ferguson Enterprises, Inc. and its divisions. Due to the volume of credit applications requested daily, we do not complete vendors' credit applications. This letter and the enclosed information contain what is needed for credit approval.

Ferguson is the nation's largest wholesale distributor of plumbing, pipe valve and fittings, HVAC, waterworks and industrial products. Please refer to our Dun & Bradstreet credit report under Ferguson Enterprises, Inc., Newport News, Virginia for additional financial information. Our current Dun & Bradstreet rating is 5A2. As of November 1, 2012, our Experian Intelliscore Plus was 72.

Ferguson Enterprises, Inc., a Virginia corporation, was founded in July 1953; today we operate over 1,400 locations in 50 states, the District of Columbia, Puerto Rico, Mexico, and the Caribbean. Since June 1982, we have operated as a wholly owned subsidiary of Wolseley plc, a publicly traded United Kingdom corporation. Consolidated financial statements for Wolseley are included in its annual report available online at www.wolseley.com. Accordingly, we are prohibited from distributing our internal financial statements.

We require purchase order numbers on all invoices. All accounts will be paid in accordance with our purchase order payment terms unless agreed otherwise at the time of order placement, in which case we will pay in accordance with the agreed upon terms. Please send all invoices to P.O. Box 9406 Hampton, VA 23670. If interested in sending invoices electronically rather than via postal mail, please contact FEI at 757-969-4011 in order to discuss possibilities.

Please feel free to contact the trade references and banks listed on the attached Credit Information Data Sheet. All information obtained shall be used solely for the purpose of granting credit.

Thank you for your consideration in opening our account.

Sincerely,

FERGUSON ENTERPRISES, INC.

/William S. Brundage/
William S. Brundage
VP of Finance

Enclosure

CREDIT INFORMATION DATA SHEET

CORPORATE OFFICERS:

Frank W. Roach, CEO
Dave L. Keltner, CFO
William S. Brundage, VP of Finance
Terry E. Hall, Senior VP

PRINCIPAL BUSINESS ACTIVITY:

Wholesale distributor of plumbing, heating, pipe valve and fittings, HVAC, waterworks and industrial products.

NAIC Codes:

423610, 423710, 423450, 238220, 423830, 423720

SIC Codes:

5074, 5085, 5075, 5064, 5051, 5084, 3089

FEDERAL TAX NUMBER:

54-1211771

DUN'S NUMBER:

00-895-5171

BANK REFERENCES

PNC Bank Account #1019286322 PNC Bank Credit Investigations Department Credit References 8800 Tinicum Blvd. Mailstop F6-F166-03-G Philadelphia, PA 19153-3198 or Fax: 215-749-6191	Bank of America Account # 3752290835 Credit inquiries are handled through www.bankvod.com For questions about website please call 1-888-801-0091. Information Provided: (on deposit accounts) Open date, type of account and average "collected" balance. Limited loan information can also be provided if specifically requested. **Applicable fee will be billed directly by www.bankvod.com** Same Day Service - \$25.00 - Request must be received prior to 3:00 p.m. - Mail requests are not accepted. Three-Day (non-priority) Service - \$10.00 - Requests are processed within 3 business days of receipt of the applicable charge then faxed to the requester. <u>Mail requests are not accepted.</u>
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TRADE REFERENCES

American Brass & Iron Attn: Credit Manager 7825 San Leandro St Oakland, CA 94621 Phone 800-468-4766 Fax 510-632-8035	Moen Faucet Attn: Doug Hill 25300 Al Moen Dr North Olmstead, OH 44070 Fax : 440-962-2760	NIBCO Attn: Credit Mgr P.O. Box 1167 Elkhart, IN 46515 Phone 574-295-3000 Fax 574-295-3307	Charlotte Pipe & Foundry P.O. Box 35430 Charlotte, NC 28235 Phone 800-438-6091 Fax 800-553-1605
Delta Faucet 55 E 111 Street Indianapolis, IN 46280 Fax: 317-573-3491 Attn: Joanne Johnson	Written Confirmations Only: Kohler Company Attn: Credit References 444 Highland Drive Kohler, WI 53044		

Request for Taxpayer
Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
FERGUSON ENTERPRISES, INC.

Business name/disregarded entity name, if different from above
Mississippi Utilities Supply CO (MUSCO)

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ☐ Exempt payee
☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
12500 Jefferson Avenue
City, state, and ZIP code
Newport News, VA 23602

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

5	4		1	2	1	1	7	7	1
---	---	--	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *J. Thomas Carrine* Date ▶ *1/16/2015*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

7534

STATE TAX COMMISSION
JACKSON, MISSISSIPPI

NOT TRANSFERABLE

State of Mississippi

PERMIT TO ENGAGE IN BUSINESS OF SELLING TANGIBLE PERSONAL
PROPERTY OR SERVICES TAXABLE UNDER THE SALES TAX LAW

THIS PERMIT IS ISSUED AS PROVIDED BY SECTION 27-65-27, MISS. CODE OF 1972, UPON CONDITION THAT THE HOLDER SHALL PAY ALL TAXES ACCRUING UNDER THE PROVISIONS OF THIS ACT AND SHALL KEEP ADEQUATE RECORDS, INCLUDING DAILY SALES AND ALL PURCHASE INVOICES. THESE RECORDS SHALL BE OPEN FOR INSPECTION BY ANY AUTHORIZED AGENT OF THE STATE TAX COMMISSIONER. FAILURE TO KEEP SUCH RECORDS AND TO PAY THE SALES TAX DUE UNDER THIS CHAPTER SHALL BE CAUSE FOR REVOCATION OF THIS PERMIT. PLEASE MAKE ALL SALES TAX REPORTS IN NAME AND ACCOUNT NUMBER SHOWN BELOW. THIS PERMIT AUTHORIZES THE HOLDER TO PURCHASE MATERIALS OR SERVICES FOR RESALE IN THE REGULAR LINE OF BUSINESS, EXEMPT FROM TAX.

ISSUED TO:

FERGUSON ENTERPRISES INC

LOUISIANA UTILITIES 1227
13771 57 WARWICK BLVD
NEWPORT NEWS VA 23602024
29035-5

ACCOUNT NO. 024-29035-5

DATE ISSUED: 01/12/04

BY: ED BUELOW, JR.
COMMISSIONER

This license shall not make lawful any act or thing declared to be unlawful by the State of Mississippi

ORIGINAL

Authorized lockbox remittance addresses used by Ferguson Enterprises, Inc.

BOA - Atlanta - 100286
FEI # (Main branch number)
PO Box 100286
Atlanta, GA 30384-0286
OVERNIGHT - PKGS
FEI # (Main branch number)
Lockbox # 100286
6000 Fieldwood Rd.
College Park, GA 30349

BOA - Boston - 417592
FEI # (Main branch number)
PO Box 417592
Boston, MA 02241-7592
OVERNIGHT - PKGS
Bank of America Lockbox Services
Ferguson Enterprises Inc Lockbox 417592
MA6-527-02-07.
2 Morrissey Blvd.
Dorchester, MA 02125

BOA - Dallas - 847411
FEI # (Main branch number)
PO Box 847411
Dallas, TX 75284-7411
OVERNIGHT - PKGS
FEI # (Main branch number)
Lockbox # 847411
1950 N. Stemmons FRWY
Suite. 5010
Dallas, TX 75207

BOA - Los Angeles- 56809
FEI # (Main branch number)
File 56809
Los Angeles, CA 90074-6809
OVERNIGHT - PKGS
Ferguson Enterprises 56809
Ground Level
1000 West Temple Street
Los Angeles, CA 90074

PNC - Chicago - 802817 Midwest
FEI # (Main branch number)
PO Box 802817
Chicago, IL 60680-2817
OVERNIGHT - PKGS
Ferguson Enterprises Inc
Lockbox 802817
350 East Devon Avenue
Itasca, IL 60143

PNC - PHILLY- 827066
FEI # (Main branch number)
PO Box 827066
Philadelphia, PA 19182-7066
<u>Overnight Address</u>
PNC Bank
Lockbox 827066
Route 38 and East Gate Drive
Moorestown, NJ 08057

PNC - Pittsburgh - 644054
FEI # (Main branch number)
PO Box 644054
Pittsburgh, PA 15264-4054
<u>Overnight Address</u>
PNC Bank
Lockbox 644054
Firstside Center
500 First Avenue
Pittsburgh, PA 15219



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
04/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Maryland, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191		CONTACT NAME: PHONE (A/C, NO, EXT): 610-964-8700 FAX (A/C, NO): 610-254-5600 E-MAIL ADDRESS: certificates@willis.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Liberty Mutual Fire Ins. Co. NAIC # 23035-000	
		INSURER B: AXA Insurance Company 33022-001	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 26250814

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER: ☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TB2-691-468654-018	5/1/2018	5/1/2019	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
							PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Property Real & Personal Property			PRS002292 (18)	5/1/2018	5/1/2019	\$15,000,000	Per Occurrence

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
3store 1227

Project Name & PO/Invoice #:
OCEAN SPRINGS WTR DIST SYS I / H1227-3075 / 387733

Value of Stored Materials: \$244,000

Location of Stored Materials: Location1227, 14231 Seaway Rd Unit B-5, Gulfport, MS 39503

CERTIFICATE HOLDER**CANCELLATION**

FERGUSON ENTERPRISES d/b/a
Mississippi Utilities Supply Company (LUSCOWW)
Attn: Brian Roy
14231 Seaway Rd Unit B-5
Gulfport, MS 39503

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Coll:5202842 Tpl:2213087 Cert:26250814

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FERGUSON ENTERPRISES, INC. and Subsidiar. .
Named Insured Listing

<u>Entity Name</u>
AC Wholesalers
Alaska Pipe & Supply
Andrews Lighting & Hardware Gallery
The Ar-Jay Center
Atlantic American Fire Equipment Company
Avallon Global
BAC Appliance Center
Bath + Beyond
Bruce-Rogers Company
Build.com, Inc. (fka Improvement Direct, Inc.)
Cal-Steam
City Lights Design Showroom
CFP
Clawfoot Supply, LLC
Cline Contract Sales
Custom Lighting & Hardware
Davies Water
Dealernet
Duhig Stainless
Energy & Process Corporation
Equarius Waterworks, Meter & Automation Group
Factory Direct Appliance
Ferguson Bath & Kitchen Gallery
Ferguson Bath, Kitchen & Lighting Gallery
Ferguson.com
Ferguson CESCO, Inc.
Ferguson Direct
Ferguson Facilities Supply
Ferguson Fire & Fabrication, Inc.
Ferguson Fire & Fabrication International
Ferguson Heating & Cooling
Ferguson Hospitality Sales
Ferguson HVAC – Air Cold
Ferguson HVAC – EastWest Air
Ferguson HVAC – Lyon Conklin
Ferguson Integrated Services
Ferguson International
Ferguson Panama, S.A.
Ferguson Parts & Packaging
Ferguson Valve & Automation
Ferguson Waterworks
Ferguson Waterworks - Municipal Pipe
Ferguson Waterworks - Red Hed
Ferguson Waterworks EPPCO
Ferguson Waterworks International
Galleria Bath & Kitchen Showplace
HM Wallace, Inc.
H. P. Products Corporation
HP Logistic, Inc.
Improvement Brands Holdings, Inc.
Industrial Hub of the Carolinas
J&G Products
J.D. Daddario Company

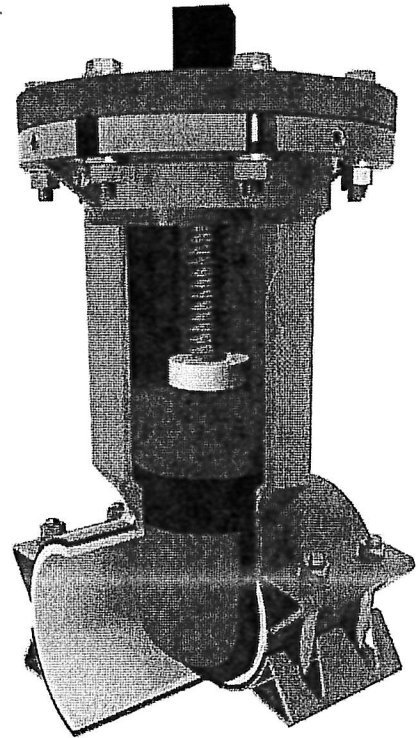
<u>Entity Name</u>
Joseph G. Pollard Co.
Karl's Appliances
Lighting Unlimited
Lincoln Products
Linwood Pipe and Supply
Living Direct, Inc.
Louisiana Utilities Supply Company
LUSCO
Matera Paper
McFarland Supply
Michigan Meter
Myers HVAC Supply
Mississippi Utility Supply Co. (MUSCO)
PCS Industries
PL Sourcing
Plumb Source
Plumbing Décor
Pollardwater
Powell Pipe & Supply Co.
Power Equipment Direct Inc.
Professional's Bath Source
PV Sullivan Supply
Ramapo Wholesalers
Renwes Sales
Redlon & Johnson
Reese Kitchen, Bath & Lighting Gallery
SG Supply Co.
Ship-Pac
Signature Hardware
SOS Sales
Stock Loan Services, LLC
Supply.com
Tarpon Wholesale Supplies
The Davidson Group
The Plumbing Source
The Stock Market
TPW Kitchen & Bath
Waterworks Industries
Webb Distributors
Western Air Supply
Wholesale Group
Wholesale Group Operations, Inc.
Westfield Lighting
Wolseley (Barbados) Ltd
Wolseley de Puerto Rico, Inc.
Wolseley Financial Services
Wolseley Industrial Group
Wolseley Integrated de Mexico S.A. de C.V.
Wolseley Investments North America, Inc.
Wolseley Investments, Inc.
Wolseley NA Construction Services, LLC
Wolseley NA Finance, Inc.
Wolseley Staffing de Mexico S.A. de C.V.
WPCC Forwarding

Insta-Valve 250 Patriot™

Valve Insertion System - 4, 6, 8, 10, 12 inch Nominal Sizes

Material Specifications:

Body Armor Shields: 16 gauge 304 Stainless Steel (4 - 8" only).
Body Mounting Bolts: 304 Stainless Steel. 5/8-11 UNC6. Optional Domestic 304 Stainless Steel 5/8-11 UNC6 available.
Body Sealing Gasket: BUNA-N Rubber.
Body: 304 Stainless Steel.
Bonnet and Body Mounting nuts: 304 Stainless Steel. Nuts coated to prevent galling. Optional Domestic 304 Stainless Steel available.
Bonnet Bolts: 304 Stainless Steel. 5/8" UNC rolled thread. Optional Domestic 304 Stainless Steel available.
Bonnet: Epoxy coated carbon steel. Optional Domestic 304 Stainless Steel available.
Cartridge Seal: EPDM
Completion Pin Plugs: 304 Stainless Steel. Coated to prevent galling.
Completion Plug O-ring: BUNA-N Rubber.
Completion Plug Pins: SAE Grade 8. Zinc coated to prevent corrosion.
Completion Plug: Reinforced Composite Polymer
Flange O-Ring: BUNA-N Rubber.
Flange: 304 Stainless Steel.
IV 250 Valve Cartridge: Reinforced Composite Polymer.
Mounting Body – Bottom:
4 - 8" 14 gauge 304 Stainless Steel, 10 - 12" 7 gauge 304 Stainless Steel.
Mounting Body – Top:
4 - 8" 11 gauge 304 Stainless Steel, 10 - 12" 10 gauge 304 Stainless Steel.
Mounting Lugs: 304 Stainless Steel.
Operating Nut: Steel, Cast.
Resilient Wedge: Reinforced EPDM.
Stem Collar: No Lead Brass.
Valve Body: 304 Stainless Steel
Valve Stem: 304 Stainless Steel.
Washers: 5/8" 304 Stainless Steel. Optional Domestic 304 Stainless Steel available.



Design Specifications:

Factory Pressure Test: Each IV 250 Patriot Series Valve is pressure tested and serialized for traceability before leaving our manufacturing facility.

Integrated Lifting Gussets: Incorporated to facilitate safe handling.

IV 250 Test and Working Pressures: 250 psi working pressure. 375 psi test pressure max.

Welds: Welds fully passivated for improved corrosion resistance.

The 4-12" IV 250 is NSF/ANSI Standard 61 and NSF/ANSI Standard 372 to meet the regulatory requirements for the U.S. and Canada assuring safe use in drinking water systems.

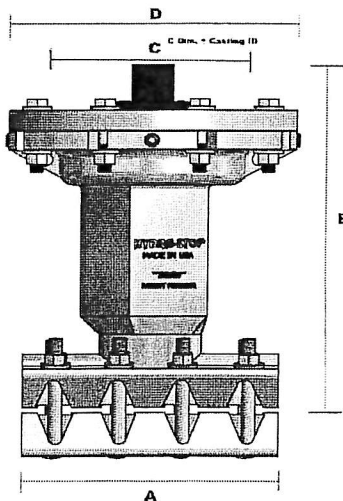
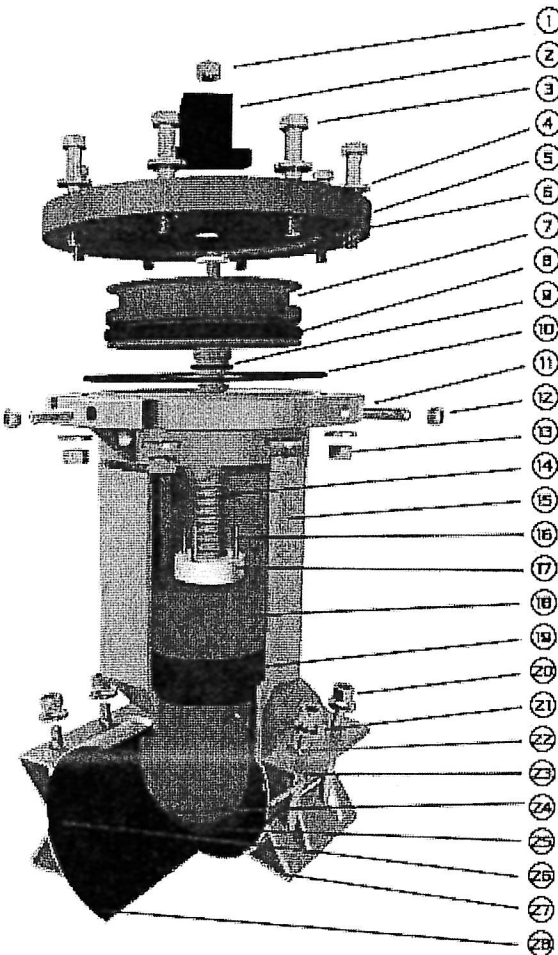
The Insta-Valve 250 Patriot Series Insertion Valve is manufactured in the USA and meets requirements specified in the "Buy American Act." Meets "American Iron and Steel", "Made in USA" and "Buy America" requirements with the additional purchase of stainless steel domestic hardware.

Covered by United States Patent No. 9,829,141,B2 and United States Patent No. 9,644,779,B2.

Insta-Valve 250 Patriot™

Valve Insertion System - 4, 6, 8, 10, 12 inch Nominal Sizes

Product Cut Sheet - Insta-Valve 250 Patriot



Other Specifications

Minimum Test Pressure: 1.5 times system working pressure

Maximum Test Pressure: 375 psi, Maximum Working Pressure: 250 psi

Proprietary Information: This property of Hydra-Stop shall not be used, reproduced or distributed without written consent. All design and invention rights are reserved. Covered by United States Patent No. 9,829,141,B2 and United States Patent No. 9,644,779,B2.

IV 250 ASSEMBLY

ITEM	DESCRIPTION	MATERIAL	
1	OPERATING NUT ATTACHING NUT	304 STAINLESS STEEL - COATED TO PREVENT GALLING	1
2	OPERATING NUT	STEEL, CAST	1
3	BONNET BOLTS 4" - 8"	304 STAINLESS STEEL*	8
	BONNET BOLTS 10" - 12"	304 STAINLESS STEEL*	12
4	BONNET WASHERS 4" - 8"	304 STAINLESS STEEL*	16
	BONNET WASHERS 10" - 12"	304 STAINLESS STEEL*	24
5	BONNET	EPOXY COATED CARBON STEEL**	1
6	THRUST WASHER	TEFLON	1
7	COMPLETION PLUG	REINFORCED COMPOSITE POLYMER	1
8	COMPLETION PLUG O-RING	RUBBER, BUNA-N	1
9	VALVE STEM O-RING	RUBBER, BUNA-N	1
10	FLANGE O-RING 4-12"	RUBBER, BUNA-N	1
11	COMPLETION PLUG PINS 4" - 8"	SAE GRADE 8 STEEL, ZINC COATED	4
	COMPLETION PLUG PINS 10" - 12"	SAE GRADE 8 STEEL, ZINC COATED	6
12	PIN PLUGS 4" - 8"	304 STAINLESS STEEL	4
	PIN PLUGS 10" - 12"	304 STAINLESS STEEL	6
13	BONNET NUTS 4" - 8"	304 STAINLESS STEEL - COATED TO PREVENT GALLING*	8
	BONNET NUTS 10" - 12"	304 STAINLESS STEEL - COATED TO PREVENT GALLING*	12
14	VALVE STEM	304 STAINLESS STEEL	1
15	IV 250 PATRIOT SERIES BODY	304 STAINLESS STEEL	1
16	VALVE PIN 4" - 12"	STEEL, MILD	4
17	STEM COLLAR	NO LEAD BRASS	1
18	IV 250 CARTRIDGE	REINFORCED COMPOSITE POLYMER	1
19	CARTRIDGE SEAL	EPDM	1
20	BODY MOUNT NUTS 4" - 6"	304 STAINLESS STEEL - COATED TO PREVENT GALLING*	8
	BODY MOUNT NUTS 8"	304 STAINLESS STEEL - COATED TO PREVENT GALLING*	10
	BODY MOUNT NUTS 10" - 12"	304 STAINLESS STEEL - COATED TO PREVENT GALLING*	14
21	BODY MOUNT WASHERS 4" - 6"	304 STAINLESS STEEL*	8
	BODY MOUNT WASHERS 8"	304 STAINLESS STEEL*	10
	BODY MOUNT WASHERS 10" - 12"	304 STAINLESS STEEL*	14
22	BODY MOUNT CARRIAGE BOLTS 4" - 6"	304 STAINLESS STEEL*	8
	BODY MOUNT CARRIAGE BOLTS 8"	304 STAINLESS STEEL*	10
	BODY MOUNT CARRIAGE BOLTS 10" - 12"	304 STAINLESS STEEL*	14
23	MOUNTING BODY - TOP	304 STAINLESS STEEL*	1
24	WEDGE BOLT	STAINLESS STEEL 18-8	1
25	RESILIENT WEDGE	EPDM	1
26	BODY SEALING GASKET	RUBBER, BUNA-N	1
27	MOUNTING BODY - BOTTOM	304 STAINLESS STEEL	1
28	BOTTOM BODY SEALING GASKET 8" - 12" ONLY	RUBBER, BUNA-N	1

* Domestic option available at additional cost.

** Domestic Stainless Steel Flange option available at additional cost.

Weights and Dims

Size	A	B	C	D	Approx. Weight
4"	12"	18.6	8.4	13.5	138 lbs
6"	12"	21.5	8.4	13.5	173 lbs
8"	16"	24.6	8.4	13.5	229 lbs
10"	24	30	17	19	370 lbs
12"	24	33	17	19	425 lbs

Patents Pending



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 09/19/2018

Subject: Resolution - approving Memorandum of Understanding with Big Noise Production Audio for the 2018 Gulfport Harbor Lights Winter Festival 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 PROFESSIONAL SERVICES AGREEMENT WITH BIG NOISE PRODUCTIONS, LLC, TO AUTHORIZE THE MAYOR TO EXECUTE AND DELIVER THE SAME ON BEHALF OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is preparing for the Harbor Lights Winter Festival to be held in Jones Park from November 23, 2018, thru December 30, 2018; and

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

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

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

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

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

Section 2. That the Professional Services Agreement attached hereto as Exhibit “A” be and the same is hereby approved contingent upon any and all licensing, insurance and/or other requirement(s) deemed necessary by the legal department, and the Mayor is authorized to execute and deliver the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
GULFPORT, MISSISSIPPI, AND BIG NOISE PRODUCTIONS, LLC, FOR SOUND
SERVICES DURING THE 2018 HARBOR LIGHTS EVENT**

THIS AGREEMENT by and between the City of Gulfport, Mississippi (hereinafter called CITY) and Big Noise Productions, LLC (hereinafter called Big Noise) relates to and governs the provision of professional security services for the 2018 Gulfport Harbor Lights Winter Festival (hereinafter called the Festival), as more fully defined below and on the terms and conditions and under the authority hereinafter set forth:

IT IS HEREBY AGREED:

1. **SCOPE OF SERVICES:** Big Noise shall, in a satisfactory and proper manner, under the terms and conditions provided herein, and in accordance with any governing laws, regulations or professional standards, provide sound services as set forth in the quote attached hereto during the event period. The hours are contingent on weather and patron traffic loads during the special event. Big Noise shall also make provision for prompt and effective communication with the City with respect to all work and service undertaken pursuant to this Agreement.
2. **CONSIDERATION.** The City of Gulfport shall pay to Big Noise the base sum of \$8,400.00 at the completion of the event for services provided during the Term of this Agreement, which shall constitute payment for services rendered.
3. **INDEPENDENT CONTRACTOR; PROFESSIONAL SERVICES CONTRACT; MATERIALS, EQUIPMENT, AND RESOURCES.** (a) Big Noise certifies that it shall be licensed, certified, experienced, and qualified and able to perform any and all services for which he accepts engagement under this Agreement, and Big Noise agrees to notify City immediately if any license is terminated or suspended or his credentials change so as to limit his professional qualifications, which shall be grounds for cancellation of this Agreement and of any further obligations for payment of unearned fees by the City hereunder. (b) This is a professional services contract in which Big Noise shall at all times be acting as and considered an independent contractor with the City and not an employee of the City. Big Noise shall have no claim under this Agreement or otherwise against the City for wages, salary, vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation disability, unemployment insurance benefits, or benefits of any kind or sort other than the compensation as set forth herein. (c) Big Noise agrees that he has secured or will secure at his own expense, all persons, employees, equipment, and other resources required to perform the services contemplated and required under this Agreement.
4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire agreement between City and Big Noise, consist of this Agreement and attachments hereto. There are no Contract Documents other than those listed or incorporation herein.
5. **TERM.** The term of this Agreement shall be from November 23, 2017, and expiring on December 30, 2017 ("Term") plus any time before and after the event dates required to set up and break down required sound equipment unless sooner terminated or canceled as set forth herein.

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

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

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

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

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

CITY OF GULFPORT, MISSISSIPPI

BIG NOISE PRODUCTIONS, LLC

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780, Gulfport, MS 39502

21267 Forest Lee Road
Picayune, MS 39466

DATE: _____

DATE: _____

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: September 19, 2018

**Re: 2018 Gulfport Harbor Light Winter Festival
Department of Leisure Services
Audio System**

The Department of Leisure Services requests your permission to enter into a Memorandum of Understanding with Aaron Lee, owner of Big Noise Productions to provide the sound system for viewing area during the 2018 Gulfport Harbor Light Show. The services will be provided for a period of 36 days for a total cost of \$8,400.00.

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



ADD
VOLUME
TO YOUR
EVENT

#2018052

Jun 07, 2018

6576
98512

BILL TO

City of Gulfport

1422 23rd Ave

Gulfport, MS - 39501

lawales@gulfport-ms.gov

FROM

Aaron Lee

21267 Forest Lee Rd

Picayune, MS - 39466

aaron@bnpaudio.com | +1 2284938353

INVOICE ITEMS

AMOUNT

Audio for viewing area (Includes setup, labor) (36 days)

\$8,400.00

Security must be provided at no cost to BNPI

\$0.00

Music Provided by Others

\$0.00

\$8,400.00

PAYMENT DUE DEC 29, 2018

MESSAGE

Thanks for your business.



BIGNOIS-01

JBERRY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stewart Insurance Agency, LLC 114 East Canal Street Picayune, MS 39466	CONTACT NAME:	
	PHONE (A/C, No, Ext): (601) 749-8078	FAX (A/C, No): (601) 749-8075
	E-MAIL ADDRESS: info@stewartinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Maxum Indemnity Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED

Big Noise Productions, LLC
21267 Forest Lee Rd
Picayune, MS 39466

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR			BDG-3003394-05	12/14/2017	12/14/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE -EA/EMPLOYEE \$ E.L. DISEASE -POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

City of Gulfport
PO Box 1780
Gulfport, MS 39502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Leisure Services

Date: 09/26/2018

Subject: Resolution - approving Facility Use Agreement for Tournaments at the Sportsplex and Goldin Park, authorizing the execution of the same by the Director of Leisure Services as Mayor's Representative, 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 FORM FACILITY USE AGREEMENT FOR TOURNAMENTS AT THE
GULFPORT SPORTSPLEX AND GOLDIN PARK, TO AUTHORIZE THE DIRECTOR
OF LEISURE SERVICES TO EXECUTE THE SAME AS MAYOR'S
REPRESENTATIVE, AND FOR RELATED PURPOSES**

WHEREAS, with the opening of the expansion of the Gulfport Sportsplex, it is necessary to update various agreements for the use of the Gulfport Sportsplex and for Golding Park; and

WHEREAS, the Gulfport Sportsplex and Goldin Park host a plethora of soccer and softball/baseball tournaments each year, bringing thousands of visitors to our City and to the Gulf Coast as a whole; and

WHEREAS, the attached form Facility Use Agreement (see Exhibit "A" hereto) is intended to be used by the City to outline the terms and provisions applicable to the use of our City athletic fields by tournament promoters who sponsor soccer, softball and/or baseball tournaments at the Gulfport Sportsplex and Goldin Park; and

WHEREAS, to promote efficiency in execution of the tournament Facility Use Agreements, the Mayor desires to elect the Director of Leisure Services to execute the same on behalf of the City, subject to the executed Facility Use Agreement being ratified by the City Council and spread across the minutes of the Council.

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 form Facility Use Agreement be and the same is hereby in the form as is found in Exhibit “A” to this resolution, and that the Director of Leisure Services, as the Mayor’s designee, be and is hereby authorized to execute the Facility Use Agreement found in Exhibit “A” to this resolution subject to the executed Facility Use Agreement being ratified by the City Council and spread across the minutes of the City Council.

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

FACILITY USE AGREEMENT (TOURNAMENT)

GULFPORT SPORTSPLEX – GOLDIN PARK

THIS AGREEMENT is dated as of the _____ day of _____, 2018, by and between the CITY of Gulfport, Mississippi (hereinafter called City) and _____ (hereinafter called Promoter) for the use of the facilities located in and/or near the City of Gulfport's Sportsplex or Goldin Park as more fully identified in Promoter's Facility Use Application which is attached hereto as Exhibit "A" an incorporated herein by reference (hereinafter, "Requested Facilities"), pursuant to the terms and conditions and under the authority hereinafter set forth:

IT IS HEREBY AGREED:

1. SCOPE OF AGREEMENT: City shall permit Promoter exclusive use of the Requested Facilities for the date/s set forth in the Application for Use only and solely for the Tournament (hereinafter, the "Tournament") identified in the Facility Use Application and further in accord with the terms and conditions contained herein. Should Promoter expand or change the scope of the Tournament or secure a sponsor for the Tournament without first obtaining the written approval of City, said expansion or change or securing of sponsor shall constitute a default under this Agreement and shall be ground for immediate termination of the Tournament by the City of Gulfport by and through its Director of Leisure Services or its Sportsplex Manager.
2. USE FEE. The fee to use the Requested Facilities on the dates and at the times set forth in Exhibit A hereto shall be (please check applicable):
 - A. Softball
 - _____ Artificial turf fields (at Sportsplex) - \$225/field/day
 - _____ Grass fields (at Sportsplex and Goldin) - \$150.00/field/day
 - B. Baseball
 - _____ Artificial turf fields (at Sportsplex) - \$225/field/day
 - _____ Grass fields (at Sportsplex and Goldin) - \$150.00/field/day
 - C. Soccer
 - _____ Grass fields (at Sportsplex and Goldin) - \$150.00/field/day

The fee includes preparation and lining of fields (if necessary) by the City prior to the Tournament and is based on the Tournament schedule provided by Promoter. The fee noted herein may be adjusted based on the final Tournament schedule.

- A. To reserve the fields noted in the Facility Use Application on the dates and at the times set forth therein, the Facility Use Application must be accompanied by a \$500.00 deposit. The deposit shall be applied to the Use Fee and noted on the invoice. This Agreement shall not be valid unless the Facility Use Application is attached hereto as Exhibit "A" and the \$500.00 deposit was received by the City at the time of application.

Initial here _____

- B. An invoice for the balance of the Use Fee shall be mailed or e-mailed to the Promoter within two (2) week days of the conclusion of the Tournament. Promoter shall reimburse the City for the City's costs associated with any damaged or lost equipment and such costs will be billed separately upon completion of repairs or purchase of replacement equipment. Payment is due to the City from the Promoter within thirty (30) days of invoice date.
- C. Any invoices not paid within thirty (30) days of invoice date will be turned over for collection and the City reserves the right to cancel any or all other Tournaments currently contracted with the City by Promoter.
- D. Each tournament shall be on a separate Facility Use Application.
- 3. RULES AND REGULATIONS. Promoter shall strictly enforce the "Rules and Regulations" set forth in Exhibit "B" hereto. Failure of Promoter to strictly enforce the same shall constitute a breach of this Agreement.
- 4. SPONSORS. Promoter agrees and understands that the City has entered into certain "exclusive rights" agreements or contracts including, but not limited to, agreements or contracts concerning food and/or beverage. As a result, Promoter shall advise the City, in writing, of any sponsors of or associated with the Tournament on the Facility Use Application or immediately upon tentatively securing a sponsor for an already scheduled Tournament. No Tournament or other sponsor shall be in conflict, direct or otherwise, with any exclusive rights sponsor or contractor of the City. The City reserves the sole discretion to determine if a proposed sponsor would conflict, direct or otherwise, with any exclusive rights sponsor or contractor of the City. Should a sponsor conflict, directly or otherwise, with a City "exclusive rights" agreement or contract, the City has the sole discretion to advise the Promoter to drop the sponsor and/or to cancel the tournament without recourse by Promoter.
- 5. CANCELLATION. Promoter must advise the City of Tournament cancellation no less than ten (10) days prior to the scheduled start of a Tournament. If Tournament is cancelled less than ten (10) days prior to the schedule start of a Tournament, Promoter shall pay a \$75.00 per field per day cancellation fee.
- 6. CITY RIGHTS AND RESPONSIBILITIES.
 - A. The City (ie, any City employee) has the right to remove any team, player, vendor, or group from the Sportsplex due to misconduct or infraction of rules.
 - B. The City shall provide trash pick up.
 - C. The City's decision on playability of the fields due to inclement weather or any other circumstances prior to or during a Tournament shall be final.
 - D. The City has the right to remove any person, team, player, vendor, group or spectator from the complex due to misconduct or infraction of rules.
 - E. The City shall provide contract concession operation for the hours of the Tournament.
 - F. The City shall prepare contracted fields per specifications prior to first game.
 - G. The City shall inspect and clean restrooms (replace toilet paper, trash bags, and cleaning supplies).
 - H. The City shall open and secure facility entrance gates daily.
 - I. The City shall provide access to scoreboard towers and field lights as requested.
 - J. The City shall provide emergency call list.

Initial here _____

7. PROMOTER RIGHTS AND RESPONSIBILITIES.

- A. Promoter may coordinate motel arrangements and retain any revenue.
- B. Promoter may sell t-shirts and other non-food or non-beverage merchandise via a City approved vendor. Promoter shall compensate the City \$75/day for each merchandise vendor. Vendors must work under Promoter's Mississippi Sales Tax number or under the Vendors' own Mississippi Sales Tax numbers. Vendors shall contact the Sportsplex Manager at least three (3) weeks prior to scheduled Tournament.
- C. Promoter shall obtain a Mississippi Sales Tax number to collect gate admissions or sell non-food and non-beverage merchandise. The Mississippi Sales Tax number must either be on file with the City or be provided to the Sportsplex Manager at least one week prior to Tournament or Tournament. Promoter and any approved vendors are responsible for reporting to the Mississippi Department of Revenue.
- D. Food Vendors may be allowed ONLY with written approval from the City's concessions contractor and the City. A \$50.00 per day per food vendor charge shall be paid to the City.
- E. Promoter is responsible for marking and dragging fields during the Tournament. The City will provide rakes, shovels, line, lime and line marker. After any rain, a Sportsplex representative must be contacted before any work will be done to the fields. No trench digging allowed.
- F. Promoter must vacate the fields at the designated time.
- G. Promoter may charge an entry fee and retain all revenues and may charge a gate admission fee into its Tournament and shall have full rights to gate admission during the Tournament.
- H. Promoter shall contact the Sportsplex Manager for vendor approval if any merchandise vendors are planned for a Tournament. Food and beverage vendors are not allowed.
- I. Promoter will be responsible for the conduct of all players and spectators attending the Tournament and shall enforce all applicable rules and regulations as may, from time to time, be promulgated by the City of Gulfport.
- J. Promoter shall ensure that all Tournaments held at the complex are sanctioned through a governing body.
- K. Promoter shall provide a final Tournament scheduled at least three (3) days prior to the start of the Tournament.
- L. Promoter shall complete a field specification form and advise the Sportsplex Manager of the name of the Tournament Director at least five (5) days prior to the start of the Tournament.
- M. Promoter shall provide proof of sanctioning organization.
- N. Promoter shall secure light and score towers each night during the Tournament.

8. UTILITY VEHICLE. The City, upon request of Promoter, may provide utility vehicles to Promoter to maintain fields, empty trash and as a means of transportation. The following rules shall be enforced by Promoter with regard to use of the City owned utility vehicles:

- A. All drivers must be at least 16 years of age and possess a valid driver license.
- B. Only employees or contractors of Promoter are authorized to use the utility vehicles.
- C. Drivers must obey all traffic rules and regulations.
- D. No more than one passenger allowed in seat during movement.
- E. No persons allowed in truck bed.

Initial here _____

- F. Utility vehicles must be returned clean.
- G. Any accident no matter how small must be report to the Sportsplex staff immediately and an incident report completed.
- H. Utility vehicle must be properly secured when not in use (lock and cable provided by City).
- I. Utility vehicle will not be used when fields are too we to drag mat.
- J. Should overloading or heavy pulling cause damage to rear end or transmission, Promoter shall be responsible for repairs to the utility vehicle.
- K. No more than 150 pounds allowed in truck bed.
- L. Promoter must furnish a copy of an insurance policy as proof of insurance coverage for any property or equipment damage for duration of Tournament.

9. INDEMNIFICATION AND LIABILITY INSURANCE

- A. Possession and control of the lease premises. The Promoter assumes full possession and control of the lease premises to be exercised according to the Rental Agreement, the rules and regulations of the City and standards of care legally enforceable against the property, equipment, or Promoter, and the Promoter assumes full responsibility for the Tournament and any and all accidents on the premises, and liability for all losses, expenses, damages, demands and claims, if any, in connection with or arising out of any personal injury, including death, or damage or claims of damage to property sustained or claims to have been sustained in connection with or to have arisen out of conduct of the business or activity by the Promoter on or about the property leased herein during the term of this Lease, and the Promoter agrees to take all reasonable steps to avoid creation of a hazard.
- B. Indemnification. Promoter and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including, without limitation, attorneys' fees, which in any way arise out of or relate to any acts of omission or commission of or attributed to Promoter and/or its agents, servants, employees, visitors, invites, guests, and representatives, including, but not limited to, those asserted as negligent, gross negligent, and/or intentional. Liability Insurance.
 - i. Proof of Insurance. Promoter shall provide, and pay all premiums when due, to maintain public liability insurance coverage in effect during the term of this Lease, specifically naming the City as an insured. Promoter shall furnish a copy of the policy, as proof of insurance coverage to the City in sufficient time in advance of the Tournament for review by the City Attorney and/or the City's Insurance advisors.
 - ii. Coverage requirements. The City requires that said liability insurance coverage shall be by a carrier having a rating of no less than "B-10". A lesser rating shall be accepted only after upon recommendation of the City Attorney after consideration of the company's reputation, reserves, and other factors deemed important, and the special circumstances of the Tournament. Minimum liability coverage limits shall be \$2,000,000.00 "per occurrence".
 - iii. Special Tournaments or Hazards. Promoter shall furnish a list of all Tournaments or activities to be staged on the leased premises, or otherwise to be sponsored as a part of

Initial here _____

the Tournament staged on the leased premises. No special Tournaments or activities shall be held in connection with the Tournament that are excluded from the Promoter's public liability insurance coverage, unless a separate policy is furnished for the excluded activities naming the City as insured and fulfilling the same requirements and limits or liability as specified for Promoter's public liability insurance. Holding of any such activities excluded from the coverage and not specifically approved by the City for the Tournament by the City of Gulfport shall void this Agreement and permit the City to terminate the Tournament immediately.

- iv. Additional requirements. The City shall have the right to refuse to allow any special activity deemed by the City to be extra hazardous in nature. The City shall further have the right to require as a condition precedent to all other requirements hereof, additional insurance (increased coverage) shall be furnished to cover the Tournament or activity, or that the Promoter's public liability over and above the insurance coverage for the special Tournament. The City shall have the unconditional right to refuse to approve any policy of insurance, or the holding of any Tournament, where in its sole discretion, the City is not adequately insured against the risk involved.
 - v. Contingency Provision. The City reserves the right to cancel this lease agreement or make substitute facilities available if implementation or change of the City's Master Plan should cause said facilities to be moved or to no longer be available for short term rental purposes, or in the Tournament of an unforeseen emergency or disaster.
10. NOTICE. Any official written notices required to be given under this Contract shall be hand delivered or mailed by U.S. Mail to the following:

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

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

Promoter: _____ (Name of Promoter)
_____ (Address)
_____ (City, State and Zip)

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

Initial here _____

11. SEVERABILITY; NON-ENDORSEMENT. If any word, clause, sentence, paragraph, condition, provision, or term of this Contract is or hereafter becomes legally unenforceable, the same shall be severed from this Contract, and all remaining provisions of this Contract shall be unaffected, and shall be interpreted in accordance with the express written intention of this Contract. It is further understood by the parties that City exercises no view or position concerning and does not sponsor, endorse, or adopt the beliefs, opinions, or philosophies of Promoter and the execution, enforcement, and administration of, or any performance in accordance with this Contract, and/or any use or occupancy of the leased premises by City, Promoter, or any other person or entity shall not in any way be construed or interpreted as City's sponsorship, endorsement, or adoption of such beliefs, opinions, or philosophies.
12. NON-WAIVER. In the Tournament City fails to enforce any provision of this Lease, it shall not thereby be construed to waive its right of enforcement thereof at some later time.
13. AMENDMENT. This Contract may be amended only by written instrument approved by City and Promoter. Amendments hereto shall be effective as of the date of passage by the municipal governing authority.
14. ENTIRE CONTRACT. This Contract constitutes the entire Contract between City and Promoter relating to signage on the Marquee sign reference herein and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. This Contract supersedes any prior covenants, appurtenant to or involving the Marquee sign or advertising thereon.
15. AUTHORITY AND GUARANTEE. The Undersigned represent that they have full power and authority to enter into this Contract on behalf of the City and Promoter and that they enter into this Contract, on behalf of said entities, with full knowledge and understanding of the terms and conditions contained herein. The undersigned for and on behalf of Promoter further represents and agrees that they personally guarantee the payments specified herein and agree that they shall be jointly and severally liable for the same along with Promoter.
16. CHOICE OF LAW. This contract shall be interpreted according to the laws of the State of Mississippi. Any and all lawsuits brought against the City of Gulfport that arise out of this Agreement or the Tournament which is the subject of this agreement shall be brought in the courts of Harrison County, Mississippi, First Judicial District.

IN WITNESS WHEREOF as duly authorized:

City:

CITY OF GULFPORT, MISSISSIPPI

By: _____ Attest: _____
Billy Hewes, Mayor Linda Elias, Clerk

Dated: _____, 201__

Initial here_____

Promoter:

_____ (Name of Promoter)

By: _____
_____ (Printed name and title of person signing)

Dated: _____, 201__

Initial here _____

EXHIBIT "B"
RULES AND REGULATIONS

1. Campers, RVs, motor homes or pull behinds are only allowed to "set up" in designated parking areas (soccer field parking lot).
2. No overnight parking allowed.
3. No personal coolers or ice chests allowed and should be left in private vehicles.
4. Issue team cooler tags to each coach. Cooler tags shall be issued for **team use only.**
5. No alcoholic beverages , firearms, tobacco products, barbecue grills or other cooking apparatus, pets are permitted at the complex, including parking lots.
6. Individuals are not allowed to bring any outside food or beverage into the complex, including parking lots.
7. No tobacco or smoking within the complex.
8. No pets or animals allowed.
9. No profanity or foul language allowed.
10. No bicycles, skateboards, rollerblades, scooters or motorcycles allowed.
11. No glass containers or bottles.
12. All persons shall wear shirts, pants or shorts and shoes at all times.
13. Graffiti or defacing City property will not be tolerated.
14. Children must have adult supervision at all times.
15. Picnic tables, ramps or other equipment shall not be used as "grinding" or "jumping" areas.
16. No soft toss against fence.
17. No tents or canopies allowed on fields.
18. Any EZ up tents or canopies must use sandbags – no anchors in asphalt.
19. Sportsplex guests, spectators, or any individual violating any rule will be asked to comply with these rules and regulations. Anyone not complying with the Sportsplex Rules will be reported to the Gulfport Police Department for appropriate action.
20. Promoter must provide a sketch with location of vendors, stage, etc., two weeks prior to scheduled Tournament.
21. No additional electrical support will be provided.
22. Overnight security requires Sportsplex Manager approval. If approved, only the Promoter and one (1) other person are authorized to stay on premises.
23. All gates will be secured one hour after the end of daily Tournament.
24. No game can start after 12:30 AM.
25. The City reserves the right to change and/or amend these Rules and Regulations at any time. Notice of changes will be provided to all Promoters with pending Facility Use Agreements.

Initial here _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Public Works

Date: 09/26/2018

Subject: Resolution - approving Lease Agreement with Mississippi Power, authorizing the Mayor to execute the same on behalf of the city, and for related purposes.

Recommendation:





Site considered but would require significant boring

ALTERNATE SITE

Narrow sidewalk due to landscaping.
Could only use 2 spots

Electrical Service

GULFPORT CITY HALL

PREFERRED SITE

Room for expansion to 4 more spaces. Generous sidewalk space and relatively high-profile.

Site considered but would likely interfere with ceremonial grandstands

ELECTRIC VEHICLE SERVICE EQUIPMENT – Standard Lease Agreement



Customer Name: City of Gulfport Phone #: 228-868-5818
Service Address: 2309 15th Street Billing Address: _____
Gulfport, MS 39501
Tax ID#: 64-6000413 CSS Account #: 5078143008 & 1353101024
Type of Customer: ☐ Commercial ☐ Industrial ☒ Governmental

Descriptive scope of work:

Fishbone Alley/Depot Location:

Two (2) Clipper Creek HCS-40 – 32 Amp Level 2 EVSE, 240 V with 25 ft. cable – installed on site
One (1) Clipper Creek ProMountDuo Pedestal – installed on site
Two (2) Parking spot graphics – Paint and striping of designated parallel parking spots on site

City Hall Location:

Two (2) Clipper Creek HCS-40 – 32 Amp Level 2 EVSE, 240 V with 25 ft. cable – installed on site
One (1) Clipper Creek ProMountDuo Pedestal – installed on site
Two (2) Parking spot graphics – Paint and striping of designated parking spots on site

Description of "Point of Service Demarcation" defining MPC's connection (and ownership) to customer's equipment: the connection point of the customer-owned conductor coming from the customer's circuit panel and the MPC-owned Clipper Creek pedestal wiring pigtail.

Monthly Lease Charge: \$ 298.33 *(Excludes sales tax if applicable)

Initial Term of Agreement: 60 months

Project Notes: THIS DOCUMENT SERVES AS NOTICE TO MPC TO CONSTRUCT A TERMS NOTED ABOVE

Customer agrees to lease the facilities described above from Mississippi Power Company on the attached terms and conditions.

Customer's Authorized Signature:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Mississippi Power Company:

Signature: _____

Print Name: Randy Richardson

Title: Director, Marketing and Sales

Date: _____

1. **Electric Vehicle Service Equipment Lease.** Mississippi Power Company ("MPC") will lease to Customer the "Facilities" described on Page 1 of this Lease Agreement ("Agreement") for use at the "Premises" (the "Service Address" shown on Page 1). Throughout the Term of this Agreement, including any renewal terms thereof, Customer grants to MPC (and to MPC's representatives and contractors) a non-exclusive (as to other non-MPC Activities) license to use and access the Premises to install, connect, inspect, maintain, test, replace, repair, or remove the Facilities; to remove or disconnect pre-existing equipment as noted; or to conduct any other Agreement-related activity (collectively, the "MPC Activities"). Customer acknowledges that the Facilities, though attached to real property, will always remain the exclusive personal property of MPC and that MPC may remove the Facilities when this Agreement ends. Customer also acknowledges that regulatory change during the Agreement term may require that MPC modify or replace certain Facilities.
2. **Term.** The "Initial Term" of this Agreement is the period stated on Page 1, calculated from the date of the first monthly bill. After the Initial Term, the Agreement will automatically renew on an annual basis until terminated by either Customer or MPC by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. MPC's address for notice is Mississippi Power Company, ATTN: Marketing Lighting Services, PO Box 4079, Gulfport, MS 39502-4079. Customer's address for notice is the Mailing Address shown on Page 1.
3. **Payment.** MPC will invoice Customer per the terms stated on Page 1. Customer agrees to pay the amount billed by the due date. If there is a balance outstanding past the due date, Customer agrees to also pay a 1.5% late fee on the unpaid monthly balance and also acknowledges that Customer may be required to pay a deposit of up to two times the Monthly Charge in order to continue service. CUSTOMER ACKNOWLEDGES THAT MPC MAKES NO REPRESENTATION OR WARRANTY REGARDING TREATMENT OF THIS TRANSACTION BY THE INTERNAL REVENUE SERVICE OR THE STATUS OF THIS AGREEMENT UNDER ANY FEDERAL OR STATE TAX LAW; CUSTOMER ENTERS INTO THIS AGREEMENT IN SOLE RELIANCE UPON CUSTOMER'S OWN ADVISORS.
4. **Equipment Protection.** Throughout this Agreement's Initial Term, including any renewal terms thereof, Customer shall inform its personnel (and any contractor or person performing construction at the Premises or digging near MPC's Facilities) of the Facilities' presence. Either Customer or the other party must provide notices and locate requests to the Mississippi One Call System and must coordinate all activities with the One Call Center and with all utility facility owners or operators as required by the then current Mississippi One Call Law. Customer further acknowledges that any such work may require compliance with certain laws and regulations, including, without limitation, the Mississippi High Voltage Power Lines Act, Miss. Code Ann. §§ 45-15-1, et seq., and regulations of the Occupational Safety and Health Administration. These laws and regulations shall be independently consulted by Customer to determine if any additional compliance measures shall be undertaken by Customer prior to commencement of any work; provided, however, that no work shall be performed until such consultation and compliance has been completed. As between Customer and MPC, Customer will bear all costs arising from failure to comply with these laws or for Facility damage caused by anyone other than MPC (or MPC's representatives or contractors). IF THE FACILITIES ARE DAMAGED, CUSTOMER SHALL REPORT THE DAMAGE TO MPC AS SOON AS POSSIBLE BY CALLING 800-487-3275.
5. **Maintenance/Repairs.** During this Agreement's Initial Term, including any renewal terms thereof, MPC shall maintain the Facilities and will bear the cost of routine repair or replacement. All non-routine maintenance or repair will be performed by MPC upon the reasonable request of Customer and will be billed by MPC to Customer at then-current MPC rates. Customer must notify MPC of any need for Facility repair by calling 877-656-1836. If the Facility damage or waste was caused by Customer or third party, Customer shall reimburse MPC for the repair or replacement cost. Either Party shall be excused from performance of its obligations hereunder other than accrued payment obligations and shall not be construed to be in default in respect of such obligations to the extent that, and for so long as, failure to perform such obligations is due to a Force Majeure Event defined as any occurrence, nonoccurrence or set of circumstances that is beyond the reasonable control of such Party; provided, however, temporary interruption in the service provided by such Facilities shall not be a Force Majeure Event nor render MPC liable in any respect for damages to Customer nor relieve Customer from fulfillment of any covenant or agreement hereof. If any Facilities fail because of a loss of electrical power, MPC will use reasonable diligence to restore electrical power promptly, but Customer will have no claim for damages on account of any interruption in electrical service occasioned thereby or resulting therefrom.
6. **Removal.** MPC shall remove its Facilities within thirty (30) business days after the termination of this Agreement. Under no circumstances will Customer remove any Facilities or other personal property or equipment of MPC from the Premises at any time, including at the end of the Initial Term or any renewal thereof or other sooner termination of this Agreement. This provision survives the termination of this Agreement.
7. **Safety/Damages.** CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR THE SAFETY OF THE PREMISES AND PROPER USE OF THE FACILITIES, INCLUDING USE OF THE FACILITIES BY THIRD-PARTIES AND CUSTOMER FURTHER ACKNOWLEDGES THAT MPC NEITHER HAS, NOR ASSUMES, ANY OBLIGATION TO ENSURE THE PREMISES' SAFETY OR PROPER USE OF THE FACILITIES, INCLUDING USE OF THE FACILITIES BY THIRD-PARTIES. MPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the equipment or any MPC activity under this agreement. Customer shall not be entitled to indirect or consequential damages from MPC of any kind (including loss of revenue, loss of actual or anticipated profits, loss of capital costs, loss of business reputation, or punitive damages) arising from any claim for damage or delay involving the Facilities or this Agreement. CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR DAMAGES/FAILURE OF EQUIPMENT on customer-owned side of the circuit, noted in the "point of demarcation" on page 1 of this agreement. Customer recognizes that the Facilities are not manufactured by MPC and Customer will, at Customer's sole cost, take all measures necessary to ensure that such equipment is used in accordance with the manufacturers' specifications. Warranties with respect to the Facilities, if any, are strictly manufacturer's warranties, and Customer shall not make, nor have the right to make, any claims against MPC relating to any such warranty.
8. **Insurance.** During this Agreement's Initial Term, including any renewal terms thereof, Customer shall maintain commercial general liability insurance, on an occurrence form, relating to claims for property damage or bodily injury arising from the installation, connection, inspection, maintenance, testing, replacement, repair, or removal of the Facilities with coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate. Customer shall also provide and maintain umbrella and/or excess liability insurance providing coverage on a "following form" basis to the underlying primary coverage of commercial general liability with coverage limits of at least \$2,000,000. Customer's umbrella and/or excess liability insurance shall have endorsements and/or coverage extensions at least as broad and/or following form to the primary underlying policy and shall constitute excess coverage and shall not contain endorsements which restrict coverage provided in the underlying policy. The commercial general liability and umbrella/excess policies will include a waiver of subrogation in favor of the MPC. The above insurances will, without liability on the part of MPC for premiums thereof include the following: (i) endorsement as additional named insureds of MPC; (ii) all other indemnity obligations, if any, as set forth herein; and (iii) thirty (30) days prior notice of cancellation to each certificate holder. The carrying of the insurance described herein will in no way be interpreted as relieving Customer of any responsibility or liability under this Agreement.
9. **Default.** Customer shall be in default if (i) any amount owed under this Agreement is not paid within 45 days of billing; (ii) Customer ceases to do business or abandons any rights granted under the Agreement; (iii) Customer becomes insolvent or unable to pay its debts as they become due, or Customer notifies MPC that it anticipates either condition; (iv) Customer takes any action to, or MPC is aware that Customer intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or (v) a receiver or trustee will be appointed for Customer's interest in this Agreement or for all or a substantial part of the assets of Customer. MPC's waiver of any past default shall not be construed as a waiver of any future default. If default occurs, MPC may, at its discretion, immediately terminate this Agreement, collect all past due amounts and all amounts due for the Facilities during the Agreement's remaining term, terminate electric service to or remove the Facilities from the Premises, and seek any other available remedy. MPC shall be entitled to reasonable attorney's fees, costs and expenses associated with any claim or litigation concerning Customer's default of this Agreement.
10. **Entire Agreement.** This Agreement contains the parties' entire agreement relating to the Facilities and replaces any prior agreement, written or oral. This Agreement may be modified only by an amendment signed by each party, except that updated contact information (e.g. address, phone number, etc) may be provided at any time by written notice to the other party. This Agreement will be governed by Mississippi law. If any provision is ruled invalid or unenforceable, the Agreement as a whole will not be affected. In this Agreement, "including" means "including, but not limited to."
11. **Customer Representations.** Customer represents to MPC that: (i) Customer is expressly authorized by all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the MPC Activities (including the use of vehicles, equipment, tools, and materials necessary); (ii) all Premises property lines are clearly and accurately marked; and (iii) the Premises' final grade will vary no more than 6" from the grade existing at the time of Facility installation. Customer further represents and warrants that Customer is not a public utility under Applicable Law and Customer shall not meter or charge a fee or receive any form of compensation for providing electric service of any kind or nature, including use of the Facilities. "Applicable Law" will mean each statute, regulation, code, rule, ordinance, judgment, order, writ, injunction, decree, award, or any other directive which is legally binding and has been enacted, issued or promulgated by any governmental authorities having jurisdiction over the Parties or the Premises.

- a. **Customer Duty.** If MPC provides written authorization allowing Customer to perform any part of the Facility installation (including trenching) itself or through a third party, Customer warrants that its work will meet MPC's installation specifications (which will be provided to the Customer). Customer will bear all reasonable additional costs arising from Customer's non-compliance with MPC's specifications or lack of timely (i.e. 10 days) notice to MPC that MPC's portion of the Facilities installation can commence.
- b. **Underground Facilities/Obstructions.** Because MPC's Activities may require excavation or digging, Customer acknowledges that **Customer must mark all underground obstructions and private utilities and facilities (e.g. gas lines, water lines, sewer lines, irrigation facilities, low voltage data or communication cables or lines, etc) at the Premises.** Customer warrants either that: (i) all underground obstructions and private utilities and facilities have been marked or will be marked before MPC commences Facility installation or other MPC Activities involving excavation or digging; or (ii) there are no underground obstructions or private utilities or facilities at the Premises.
- c. **Unforeseen Conditions.** If Customer fails to properly mark or identify a private utility or facility or other underground obstruction, and damage occurs in connection with MPC's Activities, Customer agrees that, as between Customer and MPC, Customer will bear sole responsibility for any and all damages incurred, including MPC and/or third-party damages, and that MPC will have no liability for any damage or resulting delay. Customer also acknowledges that the estimated charges shown on Page 1 include no allowance for any subsurface rock, wetlands, underground stream, buried waste, unsuitable or unstable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not known to Customer or properly identified and marked by Customer. If an unforeseen condition is encountered, MPC, in its sole discretion, may stop all MPC Activity until Customer either remedies the unforeseen condition or agrees to reimburse all MPC expenses arising from the unforeseen condition. Customer will bear all costs of any Facility modification or change requested by Customer or dictated by unforeseen conditions or circumstances outside MPC's control.
- d. **Non-Interference.** In no event during the Initial Term of this Agreement, including any renewals thereof, will Customer construct, build or locate, or allow others to construct, build, or locate any equipment or facilities that would interfere with or attach to the Facilities.

CUSTOMER REPRESENTATIONS ACKNOWLEDGED BY CUSTOMER: Initials: _____ Date: _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 09/24/2018

Subject: Resolution - approving Professional Service Contract with Charles E. Bodie, Jr. to serve as Video and Discovery Clerk in the Gulfport Municipal Court and authorizing the Mayor to execute said agreement.

Recommendation:

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE PROFESSIONAL SERVICE CONTRACT WITH CHARLES E. BODIE, JR. TO SERVE AS VIDEO AND DISCOVERY CLERK IN THE GULFPORT MUNICIPAL COURT AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

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

WHEREAS, the City of Gulfport is in need of assistance with review and redaction of video evidence and other legal and prosecutorial services; and

WHEREAS, under the proposed agreement (**Exhibit "A"**), this appointed position would serve thru September 30, 2020, with no maximum number of assigned cases, for an hourly rate; and

WHEREAS, Bodie has experience in the field of information and surveillance systems along with the requisite software and systems education.

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

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

Section 2. That the Professional Services Contract be and it is hereby approved in substantially the same form as is found in **Exhibit "A"** to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF GULFPORT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into and executed in Gulfport, Mississippi on the day and year hereinafter set forth by and between the **CITY OF GULFPORT, MISSISSIPPI** (herein the "City"), having an address of Post Office Box 1780, Gulfport, Mississippi 39502, and **CHARLES E. BODIE, JR.**, having an address of 616 Anniston Avenue Gulfport, Mississippi 39507 (herein "Bodie") for the purposes and according to the terms, covenants, and conditions hereinafter set forth, to-wit:

WITNESSETH THAT:

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

WHEREAS, the City of Gulfport is in need of assistance with review and redaction of video evidence and other legal and prosecutorial services; and

WHEREAS, Bodie is has experience in the field of information and surveillance systems along with the requisite software and systems education.

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

1 . Scope of Work. Bodie shall, in a satisfactory and proper manner, and under the terms and conditions provided herein, and in accordance with any governing laws and professional rules of conduct, perform video review, redaction and other legal support services for the City of Gulfport as part-time discovery clerk in support of the Gulfport Prosecutor's Office.

2. Manner of Service. Services provided by Bodie pursuant to or in accordance with this Agreement shall be performed in a professional, prompt and competent manner and in accordance with the laws of the State of Mississippi and the United States of America and conform to high and ethical standards in the community and in the State of Mississippi. Services to be provided by Bodie, insofar as applicable and necessary in any given case or assignment, shall include, video review and redaction, discovery complication and transmission, and other associated tasks as assigned by the City Prosecutor as needed.

3. Compensation. During the term of this Agreement, the City shall compensate Bodie at the hourly rate of \$25.00 per hour not to exceed of \$35,000.00 per annum. It is specifically understood that no travel expenses or billable time shall be charged or incurred for travel time to and from wherever Bodie is located and the City Prosecutor's Office, Gulfport Municipal Court, the Harrison County Courthouse, or any other courthouse and that the only compensation Bodie will receive from the City is for actual time worked for services provided by Bodie to the City under this Agreement. Bodie shall submit detailed billing statements to the City in accordance with the terms of the Agreement set forth herein or as otherwise required by the City and shall submit the same via electronic mail to the City Attorney and his Office

Manager (jbruni@gulfport-ms.gov and jmjones@gulfport-ms.gov or other such e-mail addresses as may, from time to time, be provided, in writing, to Bodie) with copy to the City Prosecutor (lwilson@gulfport-ms.gov or other such e-mail address as may, from time to time, be provided, in writing, to Bodie) by 5:00 p.m. on the first Monday of each month during the duration of this Agreement. The City shall pay Bodie within thirty (30) days of the City's receipt of detailed billing invoices submitted by Bodie. There is no guarantee of cases or work to be assigned to Bodie under this Agreement and, therefore, there is no minimum or maximum number of cases or amount of work to be assigned to her. Other than compensation for services as specifically set forth in this Paragraph, no other benefits or compensation shall be owed by City as a result of services performed under this Agreement.

4. **Term of Service.** The term of this Agreement shall be for the period commencing October 3, 2018, and expiring on September 30, 2020, ("Term") unless sooner terminated or canceled as set forth herein. The term of this Agreement may be extended for an additional twelve (12) month period subject to approval by the City's Governing Authority.

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

6. **Termination.** (a) *For convenience.* Either party may terminate this Agreement at any time for any reason (or no reason) by giving the other party written notice of termination at least thirty (30) days prior to the effective date of termination. Should this Agreement be terminated pursuant to the immediately-preceding provision, Bodie agrees to complete all assigned cases or matters to final disposition unless such completion would violate the prescribed law or the case is re-assigned. (b) *For default.* Breach or failure to perform any provision of this Agreement shall be an "event of default." If the party in breach fails to cure any default within fifteen (15) days from receipt of written notice of an event of default, then this Agreement may be terminated immediately for default by written notice to the breaching party or party in default and in such event, either party may assert any remedies at law or in equity that it/he deems to be entitled for breach of contract.

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

8. **Independent Contractor; Professional Services Contract; Materials, Equipment, and Resources.** (a) Bodie certifies that he is certified, experienced, and qualified and able to perform any and all services for which he accepts engagement under this Agreement, and he agrees to notify City immediately if his credentials change so as to limit his professional qualifications, which shall be grounds for cancellation of this Agreement and of any further obligations for payment of unearned fees by the City hereunder. (b) This is a professional services contract in which Bodie shall at all times be acting as and considered an independent contractor with the City and not an employee of the City or any of the City's employees, servants, agents, or representatives. Bodie shall have no claim under this

Agreement or otherwise against the City for wages, salary, vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation disability, unemployment insurance benefits, or benefits of any kind or sort other than the compensation as set forth herein. (c) Bodie will perform all of his work in an office provided by the City in the Municipal Court building, the City shall provide him with a computer, monitor, scanner and other electronic equipment as may be required to be connected to and worked thru the City's network.

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

10. Compliance with Legal Obligations. Bodie agrees that, in rendering services under this Agreement, he shall comply with all federal, state, and local laws.

11. Records. It is understood and acknowledged that all documents used by Bodie in his provision of services under this Agreement shall become the property of the Office of City Prosecutor and shall be kept and maintained in the Office of the City Prosecutor.

12. Identification of Conflicts of Interest. Upon assignment of a case or matter under this Agreement, Bodie will make reasonable and diligent efforts to obtain and review relevant court documents and other materials reasonably available in connection with the case or matter to determine if any potential conflicts of interest exist in the case or matter concerning his involvement or provision of services for the City in connection with the same.

13. Insurance; Defense of Claims. Bodie covenants and agrees to indemnify and hold harmless the City and the City's employees, servants, agents, officials, and representatives from and against any loss, damage, costs, charges, expenses, and fees, whether direct or indirect and whether known or unknown, in any way arising out of or by reason of any negligent or intentional act or omission on the part of Bodie or anyone acting for, on behalf of, or at the direction of Bodie in the performance or execution of this Agreement or in any way arising out of this Agreement. In case any suit or legal proceedings shall be brought against the City or any of its employees, servants, agents, officials, or representatives at any time on account of or by reason of any negligent or intentional act or omission by Bodie or anyone acting for, on behalf of, or at the direction of Bodie, Bodie hereby covenants and agrees to assume the defense thereof and to defend the same at the Bodie's own expense and to fully pay for any and all loss, damages, costs, charges, expenses, fees, attorneys' fees and other expenses and any and all judgments that may be incurred by or obtained by or against the City or any of the City's employees, servants, agents, officials, or representatives in such suits or other proceedings or actions.

14. Confidentiality. Bodie agrees to keep confidential and not use or disclose, except in furtherance of the purposes of the services called for under this Agreement, any confidential information that Bodie may acquire during the term of, and in the course of, or as a result of, the provision of services that he provides under this Agreement.

15. Notices. Official notice to Bodie shall be to the mailing address identified above unless a change of address is provided to the City in writing. Official notice to the City shall be to the City Attorney, City of Gulfport, 2309 15th Street, Gulfport, Mississippi 39501 with copy to the City

Prosecutor at the same address. All official notices shall be in writing and served by U. S. Mail or by hand delivery. The point of contact for the City under this Agreement shall be the City Attorney.

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

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

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

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

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

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

Charles E. Bodie, Jr.
616 Anniston Avenue
Gulfport, Mississippi 39507

By: _____

Date: _____

CITY OF GULFPORT
Post Office Box 1780
Gulfport, Mississippi 39502-1780

By: _____

Printed Name: _____

Title: _____

Date: _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Economic Development

Date: 09/27/2018

Subject: Resolution - to approve Agreement with FunFlicks, to authorize the Mayor to execute the same on behalf of the City of Gulfport, 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 AGREEMENT WITH FUNFLICKS FOR SERVICES RELATED TO
DOWNTOWN MOVIE NIGHT, TO AUTHORIZE THE MAYOR TO EXECUTE THE
SAME, AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport, in October 2018, will begin a new movie series downtown featuring seasonally appropriate movies for the enjoyment of our citizens and visitors; and

WHEREAS, to show the desired movies most efficiently, the City requires screen rental, set up and break down services from a vendor able to provide the required services in a timely and cost effective manner and FunFlicks has advised the City of its ability to provide the required services accordingly; and

WHEREAS, a proposed agreement with FunFlicks is attached for review and approval and approval of the agreement is believed to be 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 between the City of Gulfport and FunFlicks be and the same is hereby approved in the form as is found in Exhibit “A” to this resolution, and that the Mayor be and is hereby authorized to execute and deliver the same for and 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

If printing and mailing your contract to us, please mail to:
10041 Freedoms Way Keithville, LA, 71047
FAX: 318-219-5646

Billing Information

City of Gulfport

David Parker

2309 15th St,
Gulfport, MS 39501

Home Phone:

Cell Phone:

Office Phone: (228) 236-6724

Order No: 4018545

Order Date: 9/20/2018

Rep: Shawn Sanders

Screen Rental Date: 10/13/2018

Arrival Time: 6:00pm

Movie Start Time: 7:30pm

Movie End Time: 10:00pm

Delivery Location

David Parker

2605 14th St
Gulfport, MS 39501

Delivery Method: Fully Staffed

Surface Type: Pavement

Name	Qty	Total
26-ft (20x12 Viewable) Blockbuster Movie Screen	1	\$999.00
Order subtotal		\$999.00
Discount		\$150.00
Surcharge*	8.25%	\$85.91
Delivery		\$104.72
Staffing		\$0.00
Total		\$1,039.63
Amount Paid		\$0.00
Balance Due		\$1,039.63

*8.25% is added to all reservations. This surcharge is not a tax, it is a royalty percentage payable to the owner of the registration trademark.

Please Note: Final Balances are due 14 days prior to your event date.

Your reservation is not confirmed in our system until you have signed your contract (either online, or sent via fax or mail)

Equipment Rental Agreement

Our goal is to provide you with friendly, professional & quality service. We prefer not to provide you a list of legal terminology, however there are factors beyond both our control and your control, such as weather and emergencies that may arise before or during your event. We also understand emotions may come into play since this may be a special day. If factors arise and we can't mutually agree on a fair outcome, then the terms and conditions written here are the only acceptable terms of negotiation. **By making your deposit or payment in full, you are agreeing to these terms and conditions described on the invoice above and Rental Agreement below.** Please read the following and feel free to call anytime with questions or concerns.

Deposits & Final Payments

DEPOSITS: An initial deposit in the amount of 50% of your rental total is required to confirm your event date along with a signed copy of this Rental Agreement. This deposit is non-refundable inside 29 days from your event date. The final balance for your equipment rental is due 14 days prior to event date. For reservations made inside 14 days, the full payment is due to confirm the reservation. Your date is NOT CONFIRMED unless we have received your deposit and signed Rental Agreement.

FINAL PAYMENTS: Your equipment rental is subject to cancellation if we have not received your final payment 14 days prior to your event. If you cannot make the final payment at least 14 days prior to your event date, please notify us so that we can make alternate acceptable payment arrangements, or cancel your reservation in our system. **There is a \$35 charge for all returned checks.**

Agree CANCELLATION FEE POLICY

We always give you 6 full months to reschedule your event date instead of forfeiting funds	
Cancellation Inside 14 Days from Event Date	No Refund or Must Pay 100% of Rental
Cancellations 15-29 Days from Event Date	Forfeit 50% of RentalTotal
Cancellations 30+ Days from Event Date	Full Refund, Less a \$39 Fee

Agree RESCHEDULING FEE POLICY

We sell out quickly and often months in advance. We do not "overbook" our screens or dates. When you reserve with us, you are holding a date and screen that we cannot sell to someone else. This fee policy does not apply to weather related rescheduling. Weather related rescheduling can only be done the day of your event, not several days in advance (see Weather Policy below)	
Rescheduling Inside 14 Days from Event Date	\$199 Fee
Rescheduling 15-29 Days from Event Date	\$99 Fee

Rescheduling 30+ Days from Event Date	\$39 Fee
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INFORMATION & TERMS

Your equipment rental package consists of a complete outdoor theater, including delivery, set-up & removal, and liability insurance covering our equipment and services. A friendly FunFlicks Technical Host will provide you with everything you see listed here:

- Giant Inflatable Movie Screen
- LCD High Definition (HD) Projection
- Amplified Concert Grade Speakers
- Blu-ray Player
- Sound Mixer, Including Microphone
- Standard Rental Time is 2 1/2 Hours (ask about our Double Feature to make it 5 hours!)

Screen Sizes and Projection Distances

12-foot screen: 11' Tall x 12' Wide x 4' Deep + Add 10' for Projector Table **(16:9 Widescreen) (9x5 Viewable area)**

16-foot screen: 16' Tall x 16' Wide x 12' Deep + Add 12' for Projector Table **(4:3 Full Screen) (12x9 or 12x7 Viewable area)**

21-foot screen: 16' Tall x 22' Wide x 16' Deep + Add 15' for Projector Table **(16:9 Wide Screen) (16x9 Viewable area)**

26-foot screen: 22' Tall x 30' Wide x 21' Deep + Add 25' for Projector Table **(16:9 Wide Screen) (20x12 Viewable area)**

32-foot screen: 25' Tall x 34' Wide x 25' Deep + Add 30' for Projector Table **(16:9 Wide Screen) (25x16 Viewable area)**

40-foot screen: 28' Tall x 40' Wide x 28' Deep + Add 35' for Projector Table **(16:9 Wide Screen) (30x17 Viewable area)**

60-foot screen: 34' Tall x 50' Wide x 10' Deep + Add 50' for Projector Table **(16:9 Wide Screen) (40x20 Viewable area)**

75-foot screen: 40' Tall x 65' Wide x 10' Deep + Add 75' for Projector Table **(16:9 Wide Screen) (52x26 Viewable area)**

We place a large tarp on the ground that is equal to the above dimensions. The inflated screen will sit on the tarp. The sound system sits just in front of the screen at the corners. The projector will sit on our projection table approximately 10-75 feet in front of, or behind the screen (for rear projection), depending on screen size. The projector table is not tall and your guests can sit in front of, behind or beside the projector table. The screen **will NOT** fit under most awnings, pavilions or many trees due to the height.

PLEASE NOTE: If we offer a screen upgrade due to equipment availability and your event is rescheduled for any reason, you may not receive the screen upgrade at your rescheduled event.

EVENT DAY RESPONSIBILITIES



1. RENTAL PERIOD: Please verify the Movie Start Time on your invoice. This is when we start the movie or entertainment you provide. If you desire to start later, please inform us when we call you the morning of your event. Your Host is expecting a 2 - 2.5 hour event (not including

setup/breakdown time). **If you start late, and your show runs late, you are agreeing to an extension of your rental agreement starting with the 15th minute after your scheduled end time at a rate of \$50 per 1/2 hour, with a 30 minute minimum, no pro-rating.**



Agree 2. EVENT DAY CONFIRMATION CALL: You must be available to take our call between 11:00 AM - 1:00 PM so that we can confirm your event with you verbally. This call ensures you that we have not forgotten your rental. We will also discuss details about your event Host and weather. **We are not able to dispatch our FunFlicks Host, unless we speak with you and confirm your event for that day.** You can agree to receive a text message confirmation from us in lieu of a phone call, if weather is "nice" for the day of your event (less than 20% chance of rain and winds forecasted less than 15 MPH).



Agree 3. FUNFLICKS HOST ARRIVAL: Your FunFlicks Host will arrive at a time based on your Movie Start Time indicated at the top of this Rental Agreement. Your FunFlicks Host will call you approximately 30 minutes-2 hours before this arrival time to introduce himself/herself and review driving directions. Sometimes a Host may be delayed due to traffic and other circumstances. **We don't consider a Host late unless the movie did not start on time.** If your Host is running behind, he/she will call you en-route to keep you informed of arrival time. Understand, this equipment can be set up in as little as 30 minutes. We tell the Hosts to arrive early enough prior to show time to allow for any emergencies or problems with your set-up location, etc. There is buffer room to allow the Host to have a complete set-up ready by the official Movie Start Time indicated at the top of this Rental Agreement.



Agree 3. FUNFLICKS HOST RESPONSIBILITIES: Fully hosted events are subject to host availability and are not guaranteed for screen sizes 16-ft and smaller. This means that we reserve the right to have our host deliver, setup and break down your equipment as scheduled, but not stay on-site during the entire event. Your FunFlicks host is provided to deliver & setup equipment, change media, connect gaming consoles & serve popcorn (where applicable), make adjustments and breakdown equipment at the end of your rental period. Our hosts love to help and will do just about anything to make your event great (and earn a tip!), but please refrain from asking them to be a referee, janitor, MC, babysitter, timekeeper, lifeguard, waiter or other activities outside their primary duties listed here.



Agree 4. PARKING & UNLOADING: Customer must provide an area for parking and unloading within a reasonable distance from equipment setup location, including any permits or passes needed. We are not responsible for a late start time if our host is required to unload from a far distance.



Agree 5. SETUP & BREAKDOWN OF EQUIPMENT: Fully hosted events are subject to host availability and are not guaranteed. We reserve the right to drop off equipment at your location. If we must drop off equipment for your event, it is agreed that a FunFlicks representative is the only person to deliver, setup, breakdown and put away equipment. Customer is not to move the equipment in any fashion other than inserting media into DVD/Blu-ray player, pushing play/stop buttons, turning projector on/off or adjusting volume. Customer assumes the risk and responsibility for damage for all other actions. In the event of rain however, we would ask that the customer move and/or cover equipment to protect it from water damage.



Agree 6. SCREEN LOCATION, SIZE & SURFACE TYPE: You are responsible for ensuring our screen will fit at your location. Please refer to the Screen Sizes & Projection Distances above. We normally secure our screens by placing stakes in the ground and securing ropes to the screen. If your

event is held on concrete or other surface that will not accept stakes, **you will need to provide weighted items to tie off to.** Examples would be 35-50 gallon trash cans filled with water, large concrete cinder blocks, anything that weighs 100+lbs. We would require 4-8 weighted items depending on wind that night. If there are sprinkler systems in the area, please ensure they are turned off for the duration of your rental period.



Agree 7. LIGHTING: Make sure there is the least amount of light possible in the area where the screen will be located. Because our screens are capable of both front & rear projection, any lights behind the screen will be seen through the screen during your film. Please keep this in mind when selecting a location for your screen rental.



Agree 8. ELECTRICAL REQUIREMENTS: You must provide 1 standard 110volt/20amp electric outlets on separate circuits/breakers. We provide extension cords for distances up to 100-ft. For distance over 100-ft from screen setup location, you must provide 12 gauge extension cords to reach your electrical outlets. Screen location can be no farther than 300 ft from an electrical outlet since your breaker will likely trip due to such a long cord run. If you provide a generator, a model with 5000+ watts and 2 separate breaker/circuits is required. We are not responsible for power issues arising from tripped breakers or if customer provided generator will not power our equipment. Generators are available from us at an additional charge.



Agree 9. CUSTOMER PROVIDED MEDIA: You are responsible for providing a commercial DVD or Blu-ray disc.

- a. We are not responsible for custom burned media that does not work in our equipment.
- b. Any public performance licenses associated with any movie or media to be played or any other permits required by any regulation are the sole responsibility of the customer.



Agree 10. NON-MOVIE EVENTS: If you are using our equipment for something other than a movie, please note:

- a. **Live TV Events:** Customer is responsible for providing a fully functional cable or satellite box extended to the location where our projection table will be setup. Live TV Events require an additional \$100 charge as part of your reservation.
- b. **Video Gaming Events:** Customer is responsible for providing all video game consoles, games, controllers and any other equipment needed to play. FunFlicks is providing the adapters needed to connect your gaming console to our projection and sound system. The use of video gaming on our system any time during your event requires the purchase of the Video Game Option as part of your reservation. **NOTE:** HDMI connections are only available in some markets. Please verify what connectors/adapters are needed prior to your event date.
- c. **Laptop/PC Connections & Presentations:** Our projection systems support VGA connections for video. Customer is responsible for providing a working laptop/PC with a VGA connection. We are not responsible for incompatibility with your system, software or connection types.

 **Agree** **11. CUSTOMER RESPONSIBILITY:** It is the customer's FULL RESPONSIBILITY to ensure the safety of our host & equipment, and will be held 100% liable for damage due to recklessness, vandalism, neglect, accident, sprinkler systems, or for whatever reason will be the responsibility of individual/company listed on our invoice as Customer. Full payment for damage to equipment or labor for cleanup will be expected within 7 days of your event. You will be charged a minimum fee of \$150 should sprinkler systems come on and get our equipment wet. This covers our time for cleaning and drying all equipment. Your actual charge may be higher once we determine actual damage to our equipment.

WEATHER POLICY:

 **Agree** **We DO NOT cancel your event for weather related reasons until the day of your event.**

Weather predictions change (often!) --- we want to give you the opportunity to have the event, so we do not allow weather related cancellations or rescheduling until the day of your event. If you do cancel/reschedule your event prior to the day of your rental, you will be required to pay a rescheduling or cancellation fee (see Fee Schedule).

50%+ CHANCE OF RAIN: If there is a 50%+ chance of rain or if winds are forecasted to be 20+ MPH for the period starting two hours before, during and two hours after your event, we reserve to the right to cancel your rental for that date in order protect our equipment, the safety of our hosts and your guests. We also reserve the right to setup our screen parallel to the wind regardless of where customer would like placement, in order to minimize possible wind damage to our screens.

LESS THAN 50% CHANCE OF RAIN: We will mutually discuss and agree to proceed or postpone using the Proceed/Postpone Weather Options listed below.

 **Agree** **PROCEED/POSTPONE WEATHER OPTIONS:** It is agreed by both parties that www.weather.com is the tool used to verify weather percentages. Simply visit www.weather.com the morning of your screen rental. Put in your zip code and click hour-by-hour. This is the only tool we use to predict the weather. You have until 2:00 PM on the day of the event to make a final decision, using the following four options:

1. **Move your event indoors:** (keep in mind our screens are very tall and will not fit in most residences). If you move your event indoors and you need to move down in screen size in order to fit your available location, there are no refunds or discounts for changing screen sizes due to weather and indoor requirements, and smaller screens are subject to availability.
2. **Postpone/Reschedule:** You can reschedule your screen rental in accordance with the Weather Assurance Plan that comes with your rental (Weekday or Weekend).
3. **Take Your Chances:** If you choose to have our host dispatched to your location and we cannot complete your event due to poor weather conditions, you will not receive a refund and another event will not be scheduled. This would constitute your event!
4. **Proceed With Backup Plan:** We will dispatch our host to your location at your request, with the following agreement in place. Should your event be cut short (less than 1/2 way through movie) due to weather once our host has been dispatched, you agree to pay a host fee of \$149 along with your original mileage charge, and we will reschedule your event in accordance with the Weather Assurance Plan that was provided with your equipment rental.

 **Agree** **FunFlicks does not refund event payments in case of weather related cancellations. You will have 6 months to reschedule your equipment rental in the case of inclement weather.**

Your options for reschedule dates are governed by the Weather Assurance Plan that was provided with your equipment rental. All screen sizes will have a Weather Plan commensurate with the day of the week originally booked.

ADVERTISING, PHOTOGRAPHS & PROMOTION: The customer gives their full consent and permission to FunFlicks Outdoor Movies of Louisiana its local affiliates and contractors, their sponsors and/corporate sponsors, their successors, licensees, and assigns the irrevocable right to use, for any purpose whatsoever and without compensation, any photographs, videotapes, audiotapes, or other recordings of people and activities that are made during the course of this Event. In addition, FunFlicks may show logos, commercials, public service announcements and limited advertising on the screen before or after your entertainment period.

MALFUNCTIONING EQUIPMENT: If the equipment malfunctions or fails as a result of normal use during an event, FunFlicks will attempt to replace the equipment with similar equipment in good working order, if available, as soon as possible. FunFlicks is not responsible for any incidental, consequential or emotional damages caused by delays, equipment malfunction or otherwise. FunFlicks will make every attempt to provide a successful equipment rental for your function. All equipment is new and under warranty for your assurance - however there is always a risk of malfunctioning equipment. FunFlicks will not be held responsible for a cancelled or incomplete function, other than a rescheduled event (subject to availability) should our equipment fail and you do not get an event on your scheduled date.

COMPLETE AGREEMENT: This signed Agreement contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

This Rental Agreement, after signing, is a legal and binding contract. To cancel or reschedule, sufficient notice must be given in accordance with the terms outlined in this Rental Agreement. Any rescheduled event is subject to availability at the time of cancellation or postponement.

I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.

Signature

Date

Billy Hewes, Mayor

Printed Name



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 09/21/2018

Subject: Resolution - approving Certificate of Substantial Completion for the Coffee Creek Drainage Improvements Project, authorizing the Mayor to execute said Certificate, 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 CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE COFFEE
CREEK DRAINAGE IMPROVEMENTS PROJECT, TO AUTHORIZE THE MAYOR
TO EXECUTE SAID CERTIFICATE, AND FOR RELATED PURPOSES**

WHEREAS, Moran Hauling, Inc., was awarded the contract for a project for the Coffee Creek Drainage Improvements Project, which project was for debris removal, widening, and clearing on approximately 2,500 lf of Coffee Creek, as part of the project to improve drainage in/around the south end of Coffee Creek, located in the City of Gulfport, which includes removal of existing drainage pipe and installation of approximately 235 lf of drainage pipe varying in size from 30 inch to 66 inch, approximately 600 lf of concrete sidewalk, 2,450 lf asphalt train, gravel parking lot, rebuilding existing wood pedestrian bridge, installation of two (2) new pedestrian bridges, installation of a protective canopy under the railroad, installation of site lighting, benches, trash receptacles and landscaping; and

WHEREAS, work was substantially completed on the referenced project as of September 10, 2018 subject to remaining punch list items which must be completed within 30 days after September 10, 2018; and

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

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

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

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

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

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

AYES

NAYS

ABSENT

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

Date: September 21, 2018

**Re: Coffee Creek Drainage Improvements
Certificate of Substantial Completion**

Please see attached documentation submitted from Pickering Firm and Kris Riemann, P.E. requesting your approval of the Certificate of Substantial Completion for the Coffee Creek Drainage Repairs. All work was substantially complete as of 09-10-2018.

It is my recommendation that you approve this request. Thank you for your consideration.

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Linda Elias, Finance

Wayne Miller, P.E., Public Works

From: Kris Riemann, P.E.



Date: 9/20/18

Re: Certificate of Substantial Completion

-Coffee Creek Drainage Improvements

Attached for your consideration is the Certificate of Substantial Completion for the above referenced project. All work was substantially complete as of September 10, 2018 other than the punch list items which must be completed within 14 days after September 10, 2018.

The project includes debris removal, widening, and clearing on approximately 2,500 lf of Coffee Creek, removal of existing drainage pipe and installation of approximately 235 lf of drainage pipe varying in size from 30 inch to 66 inch, approximately 600 lf concrete sidewalk, 2,450 lf asphalt trail, a gravel parking lot, rebuilding the existing wood pedestrian bridge, installation of 2 new pedestrian bridges, installation of a protective canopy under the railroad, installation of site lighting, benches and trash receptacles, and landscaping.

The project construction is funded 100% by the Community Development Block Grant Funding. I recommend approval of this partial completion certificate. It shall be subject to the review and approval of the Mississippi Development Authority. Pickering Engineering, Inc. has completed the Engineering design and is overseeing the inspection.

I recommend approval of the certificate. Please place this item on the October 2, 2018 Council Agenda.

Attachments: 1. Letter from Andy Phelan dated 9/10/18
 2. Certificate of Substantial Completion



*Service and Good Work...
Our Foundation, Our Future
Since 1946*

September 10, 2018

Mr. Kris Riemann, PE
City Engineer
4050 Hewes Ave
Gulfport, MS 39507

**Re: Coffee Creek Drainage Improvements
Gulfport, Mississippi
Substantial Completion**

Kris -

Accompanying this letter, please find a "Certificate of Substantial Completion" for the Coffee Creek Drainage Improvements Project in the City of Gulfport, MS. Following our 9/7/18 walkthrough, Pickering recommends this project be considered substantially complete pursuant to the contractor completing the noted punchlist items (attached hereto).

We appreciate your consideration in this matter. If you have any questions or comments, please call me at 228-432-5925 or email me at aphelan@pickeringfirm.com.

Sincerely,
PICKERING FIRM



Andy Phelan

Enclosure (2)

CERTIFICATE OF SUBSTANTIAL COMPLETION

Coffee Creek Drainage Improvements Project City of Gulfport, Mississippi

DATE OF ISSUANCE: September 10, 2018

OWNER: City of Gulfport
CONTRACTOR: Moran Hauling, Inc.
ENGINEER: Pickering Firm, Inc.
PROJECT: Coffee Creek Drainage Improvements Project

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

TO: City of Gulfport
OWNER

AND TO: Moran Hauling, Inc.
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

September 10, 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 on the attached tentative list shall be completed or corrected by CONTRACTOR within Fourteen (14) days of the above Date of Substantial Completion.

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

RESPONSIBILITIES

OWNER: Owner assumes responsibility for security and maintenance starting September 24, 2018.

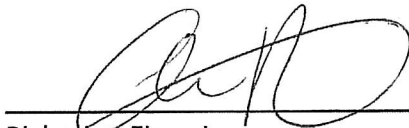
CONTRACTOR: Contractor to complete the attached list of items to be corrected or completed and provide one full year warranty starting September 24, 2018.

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 9/10/18


Pickering Firm, Inc.

CONTRACTOR accepts this Certificate of Substantial Completion 9/10/18


Moran Hauling, Inc.

OWNER accepts this Certificate of Substantial Completion on _____

City of Gulfport



*Service and Good Work...
Our Foundation, Our Future
Since 1946*

September 10, 2018

Punchlist for Coffee Creek Drainage Improvement Project – South of Railroad Street

Walk through was conducted on 9/7/2018

Present

Andy Phelan

Pickering Firm, Inc.

Donny Moran

Moran Hauling, Inc.

Jeremy Harrison

City of Gulfport

Nick Saucier

Moran Hauling, Inc.

1. Civil / Site

- a. Per Field report by Simpkins-Costelli, columns need to be welded to beams to ensure rigid moment type connection (note, welding was underway during walkthrough)
- b. Remove any remaining silt fence once grass is better established.
- c. Ensure all sod and turf matting staples are properly secured to the ground
- d. Ensure edges of turf matting are secured, such that they don't allow erosion to occur underneath.
- e. Stripe crosswalk across railroad street.
- f. Clean up debris
- g. Backfill with sandy material and add rip rap around sides of weir where washout has occurred.
- h. Moran Hauling to provide price to provide metal flatwork on ceiling of canopy to hide exposed beams and plywood.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
Fire Department

Date: 09/26/2018

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

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: September 26, 2018

**Re: Request Permission to Purchase Promotional Items
Fire Department**

The Fire Department is requesting your permission to purchase Fire Prevention materials such as pencils, silicone bracelets, and custom Fire hats and custom stickers to distribute for upcoming activities and events. The amount requested is not to exceed \$3090.00.

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

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

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

Thank you for your consideration.

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT AND FOR RELATED PURPOSES

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

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure of approximately \$3090.00 for the purchase of items such as pencils, silicone bracelets, and custom Fire hats and custom stickers for promotional items for the upcoming activities and events. The items identified hereto serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through the City Council and Administration, is hereby authorized to expend municipal funds in the approximate amount of \$3090.00 for items for upcoming activities and events. The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR

Terri K. Goad

From: Connie Debenport
Sent: Wednesday, September 26, 2018 4:08 PM
To: Terri K. Goad
Subject: FW: Fire Prevention Month Materials Needed for October
Attachments: 09262018155352.pdf

From: Natasha Tate
Sent: Wednesday, September 26, 2018 4:00 PM
To: Connie Debenport <cdebenport@gulfport-ms.gov>
Subject: Fire Prevention Month Materials Needed for October

Good Afternoon Ms. Connie,

I have attached quotes for materials that we will need to purchase for Fire Prevention Month. (October)
I looked at the dates wrong, so I missed the agenda deadline to get this on the October 2 agenda.
Is there any way to get this on the agenda so that I can get the merchandise ordered?
Please let me know what I need to do.

Thank you,

Natasha M. Tate

Assistant to the Fire Chief
1515 23rd Avenue, Gulfport, MS 39501
Phone: 228.868.5950 ext: 6671
Fax: 228.868.5989



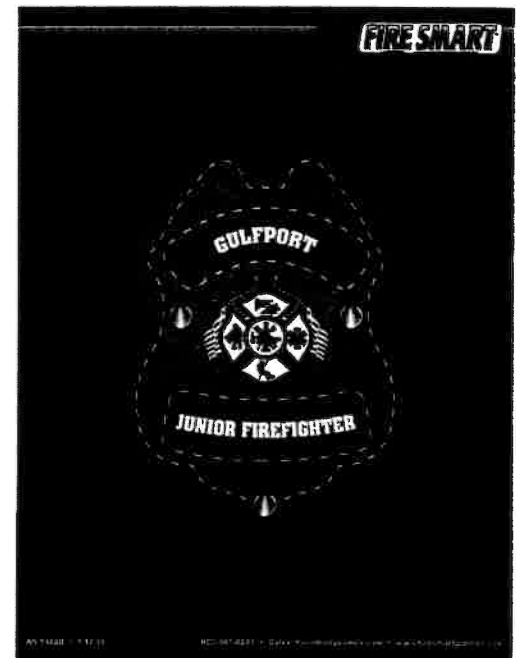
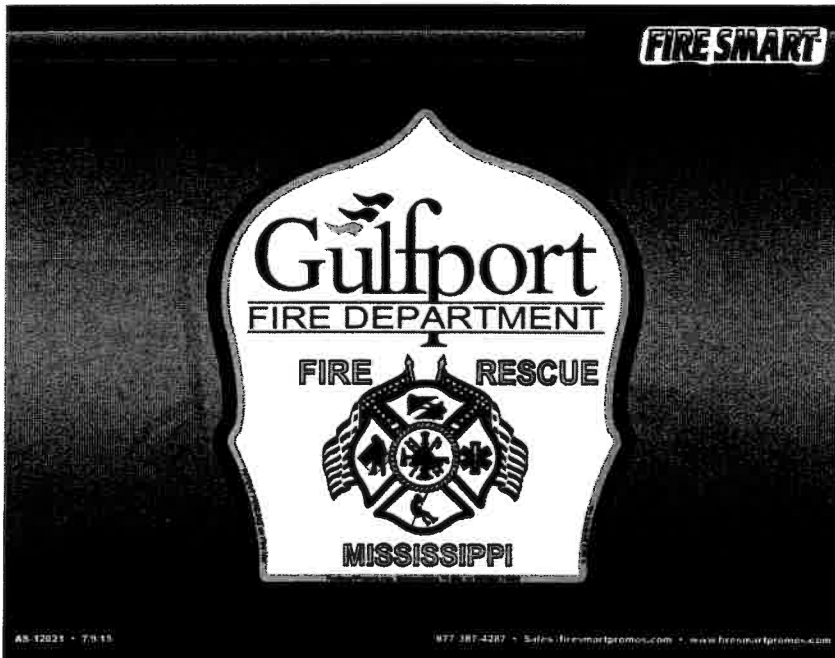
Sales Quote



9/26/2018 2:51:05 PM
 Fire Smart Promotions
 1 Beistle Plaza
 Shippensburg, PA 17257
 Phone: 877-387-4287
 Fax: 888-467-5141
 Email: sales@firesmartpromos.com

Customer: 12758
 NATASHA TATE
 Gulfport Fire Department
 1515 23rd Ave
 Gulfport MS 39501-2058
 United States
 Phone: 228-868-5950 x 6671
 Email: ntate@gulfport-ms.gov

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
E000016176	Net 30 Days	9/26/2018	10/26/2018	Beth Hile	USD
Quantity	Item			Unit Price	Extended Price
2,500.00 EA	SS66777A	Custom Fire Hat		0.54000	1,350.00
		Repeat of Previous Artwork / AS-12021			
2,500.00 EA	S17994IFS	Custom Sticker Badges		0.09000	225.00
		Repeat of Previous Artwork / AS-14828			
		Free Shipping		0.00000	0.00
		No Setup Fees		0.00000	0.00
Total Amount:					1,575.00





Amy Barrett
228-863-2231
amybarrett.geiger.com

September 26, 2018

Quote for Gulfport Fire Department
Silicone bracelet
Red with white imprint
7.953 inch by .472 (approx 8 inch round)
2000 @ .46 = 920.00
Ship est. 35.00
Total 955.00

Thank you, Amy





Amy Barrett
228-863-2231
amybarrett.geiger.com

September 26, 2018

Quote for Gulfport Fire Department

Pencils

Red with white imprint

Item IP-3

3000 @ .17 each = 510.00

Ship est. 50.00

Total 560.00

Thank you, Amy





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
Leisure Services

Date: 09/13/2018

Subject: Resolution - approving public display of fireworks at the Leukemia and Lymphoma Society Light the Night Walk, 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 APPROVING
PUBLIC DISPLAY OF FIREWORKS AT THE LEUKEMIA AND LYMPHOMA SOCIETY
LIGHT THE NIGHT WALK, AND FOR RELATED PURPOSES**

WHEREAS, the Leukemia and Lymphoma Society Light the Night Walk will be held in Jones Park (Harbor Market Pavilion) on Thursday evening, October 11, 2018; and

WHEREAS, during the Light the Night Walk, at approximately 8:30 PM, a fireworks display, shot from the beach east of 20th Avenue, is planned as a part of the festivities which are designed to raise money to assist with treatment of and a search for a cure for Leukemia and Lymphoma, and permission has been requested to allow the fireworks display; and

WHEREAS, the City Council finds that it is in the best interest of the City to approve, and permit this public display of fireworks.

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, pursuant to Code of Ordinances, Section 10-55(c), the Leukemia and Lymphoma Society is granted this written permit for a public display of fireworks during the Society's Light the Night Walk on October 11, 2018, at approximately 8:30 PM from the beach east of 20th Avenue near the City's Gulfport Municipal Marina in 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



Gulfport Fire Department
1515 – 23rd Avenue
Gulfport, MS 39501

Mike Beyerstedt, Fire Chief
Phone (228) 868-5950
Fax (228) 868-5989



Public Fireworks Display Permit Application

Date of Application: 9/14/18

Permit Fee (Non-Refundable): \$50.00 (Cashiers or Certified Check Made Payable to the Gulfport Fire Department).

1. Sponsoring Organization: Leukemia & Lymphoma Association

Federal ID#: _____ Phone: _____ Fax: _____

Representative: Darby Berthelot

Address: 3636 South I-10 Service Road, Suite 304 City, State, Zip: Metairie, LA 70001

Phone: 888.290.0945 ext. 2498 Fax: _____

2. Fireworks Supplier: AFX Pro, LLC

Address: 100 Campbell Blvd. City, State, Zip: Mandeville, LA 70471

Phone: 985-893-1252 Fax: 985-893-1281

3. Display Operator: Cooper Beasley

Address: 100 Campbell Blvd. City, State, Zip: Mandeville, LA 70471

Phone: 985-320-5021 Fax: 985-893-1281

Display Assistants: Sal Grizzafi

4. Display Date: October 11, 2018 Display Time: 8 p.m. Rain Date: TBD

Location: beach at Barksdale Pavilion in Jones Park Date Receiving Fireworks: Day of Event

5. When Will Display Site Be Ready for Inspection: Date: October 11, 2018 Time: 8 p.m.

6. The following documents must be attached:

- ☐ 1) Proof of insurance Attached
- ☐ 2) Resume of pyrotechnic technician and their qualifications along with 3 references (last 3 shows) Attached
- ☐ 3) Copy of ATF permits Attached
- ☐ 4) List of shots to be used and their effects Attached
- ☐ 5) Information on storage before event brought to site day of display
- ☐ 6) Information on cleanup and/or disposal after event Cooper and Sal will be sure all is cleaned and disposed of
- ☐ 7) Layout of event with shot locations Attached
- ☐ 8) Material Safety Data Sheet Attached

Applicant (Print): David L. Spear Applicant's Title (Print): CEO/Owner

Applicant's Signature: _____

Date: 9/14/18

9-18-2018



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 09/12/2018

Subject: Budget Amendment #1 - to increase County/Local Operating Supplies from funds received.

Recommendation:

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Leonard Papania

Date: September 12, 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 (42699) amount of \$656.24 (GPD case)

Check number (42698) amount of \$40.00 (GPD case)

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

Check number (35161) amount of \$276.29

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		972.53
County/Local Shared Revenue 275-493100	972.53	

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	<u>Police Forfeits/Seizures</u>	Date	<u>09/18/18</u>
Department #	<u>275/277</u>	Budget Entry #	<u>2019-1</u>
Department Name	<u>Drug Seizure</u>		

	Original Budget	Prior Amendm ents	This Amendm ent	Revised Budget
Operating Supplies		-	973	973
Other Services	-	-	-	-
Capital Outlay		-	-	-
Total	-	-	973	973
Police Revenue 275-	-	-	973	973

The Police Department is requesting a Budget Amendment to increase funds for receipt of Police Forfeitures Team funds in the amount of \$972.53 with check number 42699 & 42698. (Increase: 277-610700 operating and 275-493100 Revenue)



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 09/18/2018

Subject: Budget Amendment #2 - to increase CNET Operating Supplies from funds received.

Recommendation:

Gulfport Police Department

Interoffice Memo

Date: September 18, 2018

To: Mayor Billy Hewes and City Council Members

From: Leonard Papania, Chief of Police

Re: Budget Amendment

The following checks were received and I ask that you deposit the amount into the listed line items in the Coastal Narcotics Enforcement Team budget.

This money comes from CNET cases where Restitution has to be paid from defendants.

Check Number 42528 in the amount of \$22.36

Check Number 42612 in the amount of \$143.50

Total..... \$165.86

Revenue line item 285-492600.....\$165.86

Expense line items to be increased:

286-610700 Police Narcotics Task Force Operating Supplies \$165.86

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	CNET	Date	09/18/18
Department #	285/286	Budget Entry #	2019-2
Department Name	CNET		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Operating Supplies			166	166
Other Services	-	-	-	-
Capital Outlay			-	-
Total	-	-	166	166
Police Revenue 285-	-		166	166

The Police Department is requesting a Budget Amendment to increase funds for receipt of Coastal Narcotics Enforcement Team funds in the amount of \$165.86 with check number 42528 & 42612. (Increase: 285-610700 operating and 286-492600 Revenue)

Amendment # 2019-2



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 09/18/2018

Subject: Budget Amendment #3 - to increase several line items in Police Department Budget from funds received.

Recommendation:

Gulfport Police Department

Memo

To: Cherie Randall

From: Chief Leonard Papania

Date: September 18, 2018

Re: Reimbursement to Department

The following money was deposited into the City account on September 17th, 2018 for Dispatch training and I request your permission to place these funds in the account below.

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 (35162) amount of \$299.06

Line Item	Increase	Increase
Police Revenue 010-502500		\$3,979.55
Training Program 213-622300	\$987.00	
Salary 213-600100	\$2,214.80	
Travel 213-626900	\$478.69	
Photo & Fingerprint 213-615200	299.06	
Total		\$3,979.55

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

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Date	09/18/18
Department #	213	Budget Entry #	2019-3
Department Name	Police		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	14,689,885		2,215	14,692,100
Supplies	1,387,354	-	299	1,387,653
Other Services	2,044,430		1,466	2,045,896
Total	3,431,784	-	3,980	18,125,649
Police Revenue 010-	-		3,980	3,980

The Police Department is requesting a Budget Amendment to increase funds for receipt of Property Room.com

Amendment # 2019-3



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 09/20/2018

Subject: Budget Amendment #4 - to increase Police Forfeits/Seizures Operating Supplies from funds received as a result of a drug related arrest.

Recommendation:

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Leonard Papania

Date: September 20, 2018

Re: Budget Amendment

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

Check number (207217) amount of \$1,764.00

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

Account Number	Increase Amount	Increase Amount
Forfeiture and Seizure County and Local Shared Operating Supplies -- 277-610700		1,764.00
County/Local Shared Revenue 275-493100	1,764.00	

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	<u>Police Forfeits/Seizures</u>	Date	<u>09/18/18</u>
Department #	<u>275/277</u>	Budget Entry #	<u>2019-4</u>
Department Name	<u>Drug Seizure</u>		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Operating Supplies		973	1,764	2,737
Other Services	-	-	-	-
Capital Outlay		-	-	-
Total	-	973	1,764	2,737
Police Revenue 275-	-	973	1,764	2,737

The Police Department is requesting a Budget Amendment to increase funds for receipt of Police Forfeitures Team funds in the amount of \$1,764 with check number 207217. (Increase: 277-610700 operating and 275-493100 Revenue)

Amendment # 2019-4



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 09/20/2018

Subject: Budget Amendment #5 - to increase Police Operating Supplies from funds received for Detective restitution cases.

Recommendation:

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Leonard Papania

Date: September 20, 2018

Re: Budget Amendment

The following money order was sent in by Herman Cox office for Restitution on his client Jacob L. McCloskey. Payment on barricades he damaged. This is the final payment.

Money order number (030301176658) amount of \$390.00 (GPD case)

Money order number (030301176740) amount of \$8.00 (GPD cases)

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

Account Number	Increase Amount	Increase Amount
Operating Supplies 213-610700		398.00
Other Revenue 010-560100	398.00	

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	General Fund	Date	09/18/18
Department #	213	Budget Entry #	2019-5
Department Name	Police		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	14,689,885	2,215		14,692,100
Supplies	1,387,354	299	398	1,388,051
Other Services	2,044,430	1,466		2,045,896
Total	3,431,784	3,980	398	18,126,047
Police Revenue 010-	-		398	398

The Police Department is requesting a Budget Amendment to increase funds from restitution of damaged property.

Amendment # 2019-5



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Sherry Dulaney, Accounts Payable Supervisor
Accounts Payable

Date: 09/24/2018

Subject: Docket of Claims - to be approved through October 3, 2018.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 09/21/2018

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: September 21, 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 2nd day of October, 2018.

Please place the attached item on the Council agenda for October 2, 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: September 21, 2018

To: Mayor Billy Hewes
City Council Members

From: Code Enforcement

RE: Resolutions awarding bids for lot cleanups and/or demolition of certain property within the City of Gulfport and providing for assessment of cost to the said properties being described:

Awarding of Bids

WARD 1

- Parcel 1: 0711N-01-020.000. Lots 5-6, Blk. 2, Parkway Add. awarded to Richmond Construction for \$600.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1028 Joseph Avenue. (Higdon Est.)
- Parcel 2: 0711N-01-021.001. W 108 Ft. of Lots 3-4, Blk. 2, Parkway Add. awarded to Richmond Construction for \$600.00 to remove all trash and miscellaneous debris from site located at 1030 Joseph Avenue. (Live Oak Holdings LLC)
- Parcel 3: 0711K-03-038.000. Lots 11-12, Blk. 6, Parkway Add. awarded to Purposed By Design for \$600.00 to remove inoperable vehicle(s) from site. Stop major repairs or disassemble of vehicle(s) from site located at 1101 Joseph Avenue. (Oasis Real Estate Inv.)
- Parcel 4: 0711H-06-013.001. Lots 22-24 Inc., Blk. 2, Woodlawn Subd. awarded to Purposed By Design for \$600.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on 40th Avenue. (Nance)
- Parcel 5: 0711I-04-028.000. S 20.3 Ft. of Lot 9, & All Lot 10, Blk. 11, West Side Add. awarded to Richmond Construction for \$225.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1115 41st Avenue. (Olubusade)

WARD 2

- Parcel 6: 0711N-02-070.000. This parcel awarded to Ladner Lawn and Tractor for \$150.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 615 Ruth Avenue. (Sanders)
- Parcel 7: 0711O-03-085.000. Lot 55, Blk. 1, Gaston Point Beach Add. awarded to Purposed By Design for \$150.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 826 Woodward Avenue. (Hasselberg Groves LLC)
- Parcel 8: 0711O-03-061.000. Lot 59, Camp Addition awarded to Richmond Construction for \$150.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 811 Camp Avenue. (Daves)
- Parcel 9: 0711O-04-096.000. Lots 16-18, Blk. 6, Island View awarded to Ladner Lawn and Tractor for \$150.00 to cut and clean grounds and remove all trash and miscellaneous debris from site 4618 Finley Street. (Pepe)
- Parcel 10: 0711O-04-057.000. Lots 6-7, Anderson & Stewart Add. awarded to Richmond Construction for \$150.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 702 Mills Avenue. (Haydel Properties LP)
- Parcel 11: 0711P-01-014.002. This parcel awarded to Purposed By Design for

- \$250.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 3800 West Beach Blvd. (Oasis Real Estate Inv. Inc.)
- Parcel 12: 0910I-02-010.000. This parcel awarded to Purposed By Design for \$500.00 to cut and clean grounds and remove all trash and miscellaneous debris from site. Remove all weeds and vines from property located at 603 East Pass Road. (Gimenez)
- Parcel 13: 1011D-01-051.000. Lot 17 & N 10 Ft. of Lot 14, Lakeland Subd. awarded to Ladner Lawn and Tractor for \$150.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 144 East Cedar Drive. (Lide)
- Parcel 14: 1010N-01-011.000. Lot 14, Blk. 2, Cowan Road Homes Annex Subd. Unit #2 awarded to Purposed By Design for \$300.00 to remove/discard used appliances. Remove all clutter and debris. Secure pool with fence. Remove all weeds and vines from property located at 2200 North Street. (Casper)
- Parcel 15: 1010I-01-072.000. Lot 7, Blk. 18, College Park awarded to Richmond Construction for \$150.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2512 Middlecoff Drive. (Marsh)

WARD 3

- Parcel 16: 0809G-02-003.001. This parcel awarded to Richmond Construction for \$600.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 14472 Creosote Road. (H & D Holdings LLC)
- Parcel 17: 0810N-01-085.000. Lot 7, Less E 15 Ft. & All Lots 8-9, Blk. 37, Standard Land #2 awarded to Purposed By Design for \$300.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2009 33rd Street. (HBC Holdings LLC)
- Parcel 18: 0810N-02-026.002. Lots 6-7, Blk. 12, Standard Land awarded to Ladner Lawn and Tractor for \$150.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2021 30th Street. (Pinkston)
- Parcel 19: 0810N-02-026.001. Lots 8-9, Blk. 12, Standard Land Add. awarded to Ladner Lawn and Tractor for \$150.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2105 30th Street. (Pinkston)
- Parcel 20: 0810N-02-026.000. Lots 4-5, Blk. 12, Standard Land awarded to Ladner Lawn and Tractor for \$150.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2019 30th Street. (Pinkston)
- Parcel 21: 0811G-04-032.000. Lots 30-31, Blk. 14, Soria City awarded to Purposed By Design for \$300.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on 20th Street. (State of MS)
- Parcel 22: 0811B-04-039.000. Lots 20-22, Blk. 39, Arlington Heights Add. awarded to Richmond Construction for \$150.00 to remove inoperable vehicle(s) from site located at 2212 17th Avenue. (Mills)
- Parcel 23: 0911D-03-007.000. Lots 42-43, Blk. 11, Hewes Add. awarded to Purposed By Design for \$300.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 633 24th Street. (Adams)

WARD 5

- Parcel 24: 0809B-03-014.047. Lot 47, Angela Park Subd. Part 2 awarded to Purposed By Design for \$500.00 to cut and clean grounds and remove all trash and miscellaneous debris from site. Remove or relocate storage structure from site located at 14512 Whitney Drive. (State 8/26/13)

WARD 7

- Parcel 25: 0807O-01-001.060. Lot 177, Wind Rose Subd. Ph. 3 Pt 2 awarded to Richmond Construction for \$350.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 14457 Autumn Chase. (Hillier)
- Parcel 26: 0808K-03-134.001. This parcel awarded to Ladner Lawn and Tractor for \$287.00 to cut and clean grounds and remove all trash and

miscellaneous debris from site located at 15245 Hamilton Street.
(Paystrup)

Total: \$7962.00

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 **2nd** day of **October**, 2018, the following Resolution:

**A RESOLUTION AWARDING AND/OR REJECTING BIDS FOR LOT CLEANUP
AND/OR DEMOLITION OF CERTAIN PROPERTY WITHIN THE CITY OF
GULFPORT AND PROVIDING FOR THE ASSESSMENT OF COSTS TO THE SAID
PROPERTIES**

WHEREAS, at a prior meeting of the Gulfport City Council, certain and various properties located within the City of Gulfport were declared to be in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community; and

WHEREAS, by prior action of this Council, the City of Gulfport was authorized to advertise for bids to perform the noted and required work on the identified properties; and

WHEREAS, having advertised for bids and having received bids, the following represent the lowest and best bids received (per parcel) for the work as described therein:

- | | |
|------------|--|
| Parcel 1: | 0711N-01-020.000. Lots 5-6, Blk. 2, Parkway Add. awarded to Richmond Construction for \$600.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1028 Joseph Avenue. (Higdon Est.) |
| Parcel 2: | 0711N-01-021.001. W 108 Ft. of Lots 3-4, Blk. 2, Parkway Add. awarded to Richmond Construction for \$600.00 to remove all trash and miscellaneous debris from site located at 1030 Joseph Avenue. (Live Oak Holdings LLC) |
| Parcel 3: | 0711K-03-038.000. Lots 11-12, Blk. 6, Parkway Add. awarded to Purposed By Design for \$600.00 to remove inoperable vehicle(s) from site. Stop major repairs or disassemble of vehicle(s) from site located at 1101 Joseph Avenue. (Oasis Real Estate Inv.) |
| Parcel 4: | 0711H-06-013.001. Lots 22-24 Inc., Blk. 2, Woodlawn Subd. awarded to Purposed By Design for \$600.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on 40th Avenue. (Nance) |
| Parcel 5: | 0711I-04-028.000. S 20.3 Ft. of Lot 9, & All Lot 10, Blk. 11, West Side Add. awarded to Richmond Construction for \$225.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1115 41st Avenue. (Olubusade) |
| Parcel 6: | 0711N-02-070.000. This parcel awarded to Ladner Lawn and Tractor for \$150.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 615 Ruth Avenue. (Sanders) |
| Parcel 7: | 0711O-03-085.000. Lot 55, Blk. 1, Gaston Point Beach Add. awarded to Purposed By Design for \$150.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 826 Woodward Avenue. (Hasselberg Groves LLC) |
| Parcel 8: | 0711O-03-061.000. Lot 59, Camp Addition awarded to Richmond Construction for \$150.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 811 Camp Avenue. (Daves) |
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- Parcel 26: 0808K-03-134.001. This parcel awarded to Ladner Lawn and Tractor for \$287.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 15245 Hamilton Street. (Paystrup)

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
Administration

Date: 09/12/2018

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: September 12, 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
Sep-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
8/24/2018	SourcePointe, LLC	Payroll	201816	\$18,897.41	9/11/2018
9/7/2018	SourcePointe, LLC	Payroll	201817	\$18,923.65	9/11/2018
Total				\$37,821.06	
Fund Balance				\$2,780,714	

bank transfer

The above and foregoing Resolution is hereby certified true and correct as of the

11th day of September, 2018



David Duhe, Secretary of
Gulfport Redevelopment Commission

**CERTIFIED RESOLUTION OF
THE GULFPORT REDEVELOPMENT COMMISSION
Sep-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):

INVOICE DATE	PAYEE	DESCRIPTION	INVOICE #	AMOUNT	DATE APPROVED
09/11/18	Kimmel Management Services, LLC	Reimbursable Expenses	22	\$1,575.13	9/11/2018
09/04/18	Gulf South Janitorial	Janitorial Services August 2018	Invoice #162	\$200.00	9/11/2018
08/18/18	SMBM	Copier contract and overage charge	330128	\$88.91	9/11/2018
08/29/18	Sun Coast Business Supply	Office supplies	1189836 & 1190449	\$229.26	9/11/2018
08/22/18	ASAP	Website redesign	Invoice #24	\$2,562.50	9/11/2018
Total				\$4,655.80	
Fund Balance				\$448,658	

The above and foregoing Resolution is hereby certified true and correct as of the

11th day of September, 2018

**CERTIFIED RESOLUTION OF
THE GULFPORT REDEVELOPMENT COMMISSION**

Sep-18



David Duhe, Secretary of
Gulfport Redevelopment Commission



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Henrietta Spaulding, Procurement Specialist
Administration

Date: 09/20/2018

Subject: Public Records Report - for the month of August, 2018 - to be made a part of the minutes.

Recommendation:

Public Records Requests Report

To: Mayor Billy Hewes and Council Members

From: Henrietta Spaulding- Records Manager

Subject: August 2018 Records Requests

Date: September 20, 2018

Below is the monthly Records Request Report for August 2018. There were **93** records requests submitted. The amount collected for all thus far is **\$287.65**. Payments are pending for **7** requests. Please feel free to contact me at hlsaulding@gulfport-ms.gov and/or (228)868-5705 Ext 6556.

Department	Requestor	Request Date	Completion Date	Requested Information	Status	Cost
Urban Development	Shirley M. Godsey	8/1/2018	8/1/2018	Variance Application for 2082 Beach Blvd Davi Application	Completed	\$7.87
Court	Andrea L. Fitzingo c/o CSRA, Inc.	8/1/2018	8/1/2018	Troy E. Wright, AKA: Troy B.Wright, Troy Edward; Troy E. Porter DOB 6/3/69	Completed	\$4.88
Court	Andrea L. Fitzingo c/o CSRA, Inc. (2)	8/1/2018	8/1/2018	Brandon Lane White DOB 3/1/85	Completed	\$5.63
Court	Andrea L. Fitzingo c/o CSRA, Inc. (3)	8/1/2018	8/1/2018	Terre Lee Lee Aka: Terre Lee Hartzell DOB 9/12/60	Completed	\$0.00
Urban Development	George G Washington	8/1/2018	8/7/2018	4413 Ark Ave Code Enforcement	Completed	\$0.00
Court	NICS (Sawitski)	8/1/2018	8/1/2018	Robert Keith Barlow DOB 5/18/64	Completed	\$0.00
Court	Sandra J Doll, United States Probation Office	8/1/2018	8/1/2018	Randall Galloway -- Disposition	Completed	\$0.00
UrbanDev/UtilityBill	Jessica Kitchen	8/2/2018	8/8/2018	1523 Beach Ave.	Completed	\$0.00
Leisure Services	Merchants Bonding Company	8/2/2018	8/9/2018	Progress Report MSC 53063 (Shoemake Painting Services)	Completed	\$0.00
Court	River Tech LLC/ NASA	8/2/2018	8/2/2018	Fredrick W. Brommer III DOB 11/13/1989	Completed	\$0.00
Police	Kelly Ramsak / Palazzo Law Firm	8/3/2018	8/9/2018	Police Report regarding 2006 Ford Econoline stolen by Clarence Nichols on 3/4/18	Completed	\$9.95
Court	Cheryl Box (Bozeman)	8/3/2018	8/3/2018	CFI # W2-563026 Citation #2005 Parking Ticket/ Copy of the Citation	Completed	payment
Court	Mario Rene Zavala	8/6/2018	8/6/2018	Case #06-015484 Mario Rene Zavala DOB 5/5/1971	Completed	\$9.00
Police	Courtney Powell, Esq. / Morris Bart, LTD	8/6/2018	8/6/2018	Report # accident 5/20/16 Hwy 90 @ Courthouse Rd. DOB 4/7/93	NoDocuments	\$0.00

Public Records Requests Report

Department	Requestor	Request Date	Completion Date	Requested Information	Status	Cost
Urban Development	Jada Powell (Accutrend Data Corporation)	8/6/2018	8/15/2018	July 2018 Business License	Completed	\$4.97
Urban Development	Gabe Hudson	8/6/2018	8/6/2018	New Business List for 13 Months	Completed	\$7.62
Fire	Jackie Reo / Covent Bridge	8/7/2018	8/10/2018	Report 18-01935 Copy for Insurance -- DOB 11/26/67	Completed	\$4.87
Urban Development	Jeanne R. Johnson	8/7/2018	8/8/2018	609 Alston Ave. #1808PC082	Completed	\$4.87
Court	James Lane / NBIB	8/8/2018	8/8/2018	DUI 0412014 & 14-008179 DOB 1/29/75 Cammelia Ash	Completed	\$0.00
Police/Fire	Glenna Hawtison General Manager RW Seaway Inn	8/8/2018	8/8/2018	Pool Incident 8/4/18 (Involving 6 year old)	Completed	\$4.87
Court	Madie Jackson	8/8/2018	8/8/2018	Madie Jackson DOB 1/11/82	Completed	payment
Court	Boyce Holleman & Associates	8/8/2018	8/9/2018	Case # 18-007843 Abstract DOB 9/8/61	Completed	\$9.00
Fire	Lindsay Hargis / Rutledge Claims Management, Inc.	8/8/2018	8/14/2018	2917 54th Ave Potential Fire Report	Completed	payment
Court	Barbara Mesinger/Perspecta	8/9/2018	8/9/2018	Case # 1820265167/ Martinez DOB 12/30/1988 (Background)	Completed	\$0.00
Urban Development	Rick Marshall	8/9/2018	8/10/2018	CASE # 1709PC098 TRANSCRIPT	Completed	\$5.75
Urban Development	Rick Marshall (2)	8/9/2018	8/10/2018	1506 MILL ROAD VARIANCE	Completed	\$0.25
Court	Freddie Moore	8/10/2018	8/15/2018	Freddie Moore 2007-2009 DOB 8/14/1955	NotNeeded	\$0.00
Police	Schroder Real Estate	8/10/2018	8/14/2018	4820 29th St #B DOB 8/6/88	Completed	\$0.00
Court	Tamara D. Toney / Irvin Law, PLLC	8/10/2018	8/10/2018	DOCKET NO. 201723811 PD NO. 17-021839-- DOB 6/25/88	Completed	\$0.00
Court	Patrick Lopez - Edward Myers & Associates, INC.	8/10/2018	8/13/2018	Court Records Anthony Lavell Love DOB 12/21/1986	Completed	\$15.13
Court	James Lane	8/13/2018	8/13/2018	Larry Darnell Tucker JR DOB 2/28/88	Completed	\$0.00
Leisure Services	Karl R Steinberger, Esq./Tina Rizzo @ Heidelberg Steinberger, P.A.	8/13/2018	8/14/2018	Walker Walker v Gulfport School District; MS Workers' Comp #160221-P-1527	Completed	\$17.50

Public Records Requests Report

Department	Requestor	Request Date	Completion Date	Requested Information	Status	Cost
Court	Stephanie Ann Boredelon	8/14/2018	8/14/2018	Stephanie Ann Boredelon DOB 5/13/1970	Completed	\$9.00
Court/Police	Julio C. Dejardens, M.D.	8/14/2018	8/14/2018	CASE 89-15771MM DOB 8/6/55	NoDocuments	\$0.00
Court/Police	Delbert Keyes	8/14/2018	8/31/2018	Copy of all Search Warrants, Probable Cause, affidavit	Completed	\$0.00
Court	Agent Mimi Pippins	8/14/2018	8/14/2018	Barlow, Kyel Wayne DOB 12/12/88	Completed	\$0.00
Public Works	Billie J. Grimes	8/15/2018	9/11/2018	Parcel 08-08-L-03-001-000 (WAL-MART) AND 08-08-L- 03-001-001 (ZAXBYS')	Completed	\$0.00
Police	Natasha Redding - Custard Insurance Adjusters	8/15/2018	8/15/2018	Case # 18-016073 -- Photographs by Officer D. Ison #254	Completed	payment
Court	NICS (Thompson)	8/15/2018	8/15/2018	Tyrone Levon Grant Case #12-008082 DOB 2/22/83	Completed	\$0.00
Court	Perspecta	8/15/2018	8/15/2018	CASE # 1820324224 SONES 007 Sones, Robert Matthew DOB 2/1/76	Completed	\$0.00
Urban Development	Holly Chauvin	8/15/2018	8/15/2018	Fence Permit for # 3 Mockingbird Lane	NoDocuments	\$0.00
Urban Development	Matthew McCabe	8/16/2018	8/20/2018	1808213092 APPLICANTS REQUEST TO WITHDRAWAL ONLY	Completed	\$4.62
Court	Marcy Jo Perry/Perspecta	8/17/2018	8/20/2018	Robinson, Wayne S AKA's Robinson, Wayne Semptime & Robinson, Wayne Semptime DOB 9/21/66	Completed	\$4.63
Court/Police	Officer Sarah Underwood	8/17/2018	8/17/2018	Sheila Ann Liang DOB 2/27/71	Completed	\$0.00
Court	Jessica Brown	8/17/2018	8/20/2018	Jessica Brown DOB 11/22/1991	Completed	\$0.00
Court	Michael McMillan	8/17/2018	8/17/2018	Michael McMillan -- CASE # 201509368	Completed	\$9.25
Police	Jessica Lennard/Morris Bart, LTD	8/20/2018	8/20/2018	Report for MVA Janie White DOB 6/6/1982	Completed	\$0.00
Court	NICS (Sullivan)	8/20/2018	8/20/2018	Final Disposition DOB 8/8/1997	Completed	\$0.00
Police	Jessica Hubble Dept. of Public Safety Louisiana State Police Predator Registry	8/20/2018	8/20/2018	Sexual Battery Arrest Case # DOB 4/18/1976	Completed	\$0.00

Public Records Requests Report

Department	Requestor	Request Date	Completion Date	Requested Information	Status	Cost
Court	US Probation Office	8/20/2018	8/20/2018	Clarence Benard Willis DOB 4/7/78	Completed	\$0.00
Court	Copeland Cook Taylor & Bush -- Janine Williams	8/20/2018	8/21/2018	Brianna Becker DOB 12/6/1999	Completed	\$9.00
Court	Rebecca W. Luke/ Special Inv./US State Dept	8/21/2018	8/21/2018	Randee Heather Green DOB 1/27/1994	Completed	payment
Fire	Miranda Psyk / The Claims Cemter for AT&T	8/21/2018	8/21/2018	Fire Incident Report 6/13/18 Hwy 49 & Orange Grove Rd	Completed	\$4.87
Court	Sandra J Doll., United States Probation Office	8/22/2018	8/22/2018	Bond, Stacey Renee DOB 4/8/1971	Completed	\$0.00
Court	NICS (Mongold)	8/22/2018	8/22/2018	UCN-DL60R1CP4 SID-MS08288232 DOB 12/28/1996	Completed	\$0.00
General Finance	Erin Raasch/American Transparency	8/22/2018	8/28/2018	Fiscal Year 2017 Full Names & Gross Annual Wages	Completed	payment
Court/Police	Shannon McKinzey - Shirey	8/22/2018	8/22/2018	Background Zachary John Maguire DOB 10/31/1992	Completed	\$0.00
Court	Jami Collie - Prespecta	8/22/2018	8/23/2018	COURT RECORDS DOB 5/25/1962	Completed	\$5.13
Urban Development	Anthony R Chatman	8/22/2018	8/28/2018	101 Ruby Dr (MS Building Permits)	NoDocuments	\$0.00
Court	NICS (Titus)	8/23/2018	8/23/2018	Stapleton, Bodrick DOB 5/18/89	Completed	\$0.00
Court	Charles T. Katan	8/23/2018	8/24/2018	Disposition DOB 5/8/2007	Completed	\$9.00
Court	Chazania Simmons	8/24/2018	8/24/2018	Chazania Simmons -- Charge 10/22/14	Completed	\$0.00
Police	Cindy Hutson / Taylor Wellons Politz & Duhe	8/24/2018	8/24/2018	Accident Report & Records Christopher Garrett	Completed	\$20.75
Police	J. Thaddeus Westholz, Gallagher & Westholz, LLC	8/24/2018	8/27/2018	CASE # 18-016717	Active Letter	\$0.00
Court/Police	Bonnie Blanchard LPI w/Exemplar Enterprises	8/27/2018	8/27/2018	Jason Baugh DOB 4/5/1979	Completed	\$42.75
Department	Requestor	Request Date	Completion Date	Requested Information	Status	Cost

Public Records Requests Report

Court	Alabama Board of Pardons & Paroles Officer John Collins	8/27/2018	8/29/2018	Fugate, Paul Morris DOB 9/6/74	Completed	\$0.00
Police	Amanda Reardon with The Claims Center	8/27/2018	8/27/2018	Fire Report 18-03241	Completed	\$4.87
Court	Sandra J. Doll, United States Probation Office	8/27/2018	8/29/2018	LEFFEWE, Ernest Eugene DOB 2/20/72	Completed	\$0.00
Police	Jessica Lennard/Morris Bart, LTD	8/27/2018	8/28/2018	Report # DOB 11/17/1977	Completed	\$0.00
Court	Shelly Ann Pruitt Pepitone	8/28/2018	9/5/2018	Court Records of Dispositions (Certified Copies) DOB 10/16/74	Completed	\$32.88
Court/Police	Todd M. Farrar, Haug & Farrar PLLC	8/28/2008	8/28/2008	Affidavits Sally Jean Hamblin DOB 12/15/50	Completed	\$0.00
Court	Earline Carter	8/28/2018	8/31/2018	Judgement Ray Ferrell CASE # 18-016078 DOB 5/8/59	Completed	payment
Court/Police	Agent Douglas Byers, MS Department of Corrections	8/28/2018	8/30/2018	JERMAINE PRINCE POSEY, MDOC # N4623 DOB 7/20/81	Completed	\$0.00
Police	Mark Dean (Express Retrieval Solutions)	8/28/2018	8/30/2018	CASE # 18-017110 13707 DRUMECAN DR (STOLEN VEHICLE)	Completed	\$0.00
Court/Police	Tim C. Holleman	8/28/2018	9/5/2018	MVA JUNE 5TH 2018 CORNER OF 42ND AVE & 20THST	Completed	\$0.00
Court	Mollie Haught	8/29/2018	8/31/2018	Johnson, Derris Demon Dob 4/5/94	Completed	\$0.00
Court	Andrea Fitzingo / CSRA, Inc.	8/29/2018	8/31/2018	Carter, Demarcus Rondress DOB 7/19/1999	Completed	\$0.00
Urban Development	Donald G. Baker (1)	8/29/2018	8/29/2018	13059 Hartly Circle -- Windstorm Mitigation Certificate	Completed	\$0.00
Urban Development	Donald G. Baker (2)	8/29/2018	8/29/2018	13059 Hartly Circle -- Copy of Impact Resistant Roof Documents	Completed	\$0.00
Court	Michael Donearn	8/29/2018	9/5/2018	MAALTIE C. BARLETTA DOB 9/15/74	Completed	\$0.00
Urban Development	Donald G. Baker (3)	8/29/2018	8/29/2018	13059 Hartly Circle -- Verification of Home Square Footage etc...	Completed	\$0.00
Department	Requestor	Request Date	Completion Date	Requested Information	Status	Cost

Public Records Requests Report

Fire	Susan Penick	8/29/2018	8/30/2018	Ottis Lee Davis DOB 8/22/2018	Completed	\$5.62
Court/Police	John B. Neal	8/30/2018	9/5/2018	MACI DENISE GUARDADO DOB 5/11/94	Completed	\$0.00
Urban Development	Heeton Rojas	8/30/2018	9/6/2018	2815 22nd Ave B-2 Zone	Completed	\$17.50
Finance	Jeffrey Falbo	8/30/2018	8/30/2018	UNCLAIMED CHECKES ETC...SEE ATTACHED	NoDocuments	\$0.00
Urban Development	Rob Stinson	8/30/2018	9/10/2018	1712 15TH ST (MORRIS BART SIGN HEIGHT)	Completed	\$0.00
Court	Ronald Watson	8/30/2018	9/5/2018	JUDGEMENTS RONALD WATSON	Completed	payment
Court	Shamika Harper	8/30/2018	9/5/2018	DOCKET # 09-030004 ABSTRACT	NoLongerNeed	\$0.00
Urban Development	Dale Stennett, Coastal Cottage & Development LLC	8/30/2018	9/10/2018	614 ALLENDALE AVE	Completed	\$16.37
Court	Sandra J. Doll, United States Probation Office	8/30/2018	8/29/2018	MARTNIEZ, MANUEL BERNARDO DOB 9/18/85	Completed	\$0.00
Urban Development	Amanda Jimenez w/NTIS	8/31/2018	9/6/2018	13409 LOCUST HILL DR. PARCEL: 0908E-01-001.035	Completed	\$0.00
Court/Police	James Lane	8/31/2018	9/7/2018	ANTHONTY RAY LOPER JR DOB 9/17/90	Completed	\$0.00
Court	Daniel Loren Polison	8/31/2018	9/5/2018	PROTECTION ORDER (LORI POLISON)	Completed	\$0.00
Total						\$308.40



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Linda Elias, Comptroller
Administration

Date: 09/21/2018

Subject: Year-To-Date Budget Report - for the month of August, 2018 - to be made a 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: September 21, 2018

Re: Year-To-Date Budget Report for the Month Ending August 31, 2018

Please find attached a year-to-date budget report for the month ending August 31, 2018, representing the eleventh (11th) month of the City's 2018 fiscal year.

The first thirteen (13) 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.

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CITY OF GULFPORT
EAR-TO-DATE PROJECT

BUDGET REPORT
THRU AUGUST 31, 2018



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FOR 2018 11

	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	-18,463,745.69	-340,791.60	.00	-1,196,254.31	93.9%
41 SALES TAX	-21,162,929	-21,162,929	-19,941,100.26	-1,902,083.26	.00	-1,221,828.74	94.2%
42 LICENSES AND PERMITS	-1,445,685	-1,445,685	-1,198,075.60	-151,031.65	.00	-247,609.40	82.9%
43 FRANCHISE FEES	-3,735,000	-3,735,000	-3,857,534.73	-367,282.70	.00	122,534.73	103.3%
44 GAMING FEES	-4,108,061	-4,108,061	-3,485,368.10	-369,613.29	.00	-622,692.90	84.8%
45 GRANTS FEDERAL	-849,905	-524,524	-215,876.30	-16,108.73	.00	-308,647.96	41.2%
47 GRANTS OTHER	-1,684,944	-1,684,944	-889,136.17	-42,501.86	.00	-795,807.83	52.8%
48 FINES AND FORFEITS	-1,302,631	-1,302,631	-1,026,647.37	-107,266.75	.00	-275,983.63	78.8%
49 INTERGOVERNMENTAL	-2,032,976	-2,032,976	-1,504,101.49	-29,704.51	.00	-528,874.51	74.0%
50 CHARGES FOR SERVICE	-2,252,945	-2,419,099	-2,124,618.94	-1,387,062.57	4,260.00	-298,738.08	87.7%
51 INTEREST EARNED	-22,299	-22,299	-205,999.24	-12,544.26	.00	183,700.24	923.8%
56 MISC REVENUE	-204,495	-206,077	-124,529.10	-10,178.19	.00	-81,547.50	60.4%
58 OTHER FINANCING SRCE	0	0	-67,500.00	-4,000.00	.00	67,500.00	100.0%
TOTAL REVENUES	-58,461,870	-58,304,223	-53,104,232.99	-4,740,169.37	4,260.00	-5,204,249.89	91.1%
111 EXECUTIVE							
60 PERSONAL SERVICES	289,621	289,621	270,623.55	33,473.72	.00	18,997.45	93.4%
61 SUPPLIES	1,200	1,200	718.13	68.77	19.18	462.69	61.4%
62 OTHER SERVICES	24,115	24,115	16,313.09	731.13	-112.00	7,913.91	67.2%
TOTAL EXECUTIVE	314,936	314,936	287,654.77	34,273.62	-92.82	27,374.05	91.3%
115 LEGISLATIVE							
60 PERSONAL SERVICES	383,108	383,108	358,625.28	35,223.88	.00	24,482.22	93.6%
61 SUPPLIES	5,700	5,700	3,934.40	-630.85	.00	1,765.60	69.0%
62 OTHER SERVICES	1,681,774	1,531,774	627,311.55	30,411.11	11,107.00	893,355.45	41.7%
63 CAPITAL OUTLAY	12,311	12,311	640.00	.00	4,998.27	6,672.73	45.8%
TOTAL LEGISLATIVE	2,082,893	1,932,893	990,511.23	65,004.14	16,105.27	926,276.00	52.1%
125 JUDICIAL							

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CITY OF GULFPORT
EAR-TO-DATE PROJECT BUDGET REPORT
THRU AUGUST 31, 2018



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FOR 2018 11

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PERSONAL SERVICES	1,174,026	1,135,475	970,997.89	116,453.57	.00	164,477.39	85.5%
61 SUPPLIES	15,700	15,700	8,357.86	1,980.00	.00	7,342.14	53.2%
62 OTHER SERVICES	505,096	505,096	427,896.25	21,627.64	60,707.39	16,492.36	96.7%
63 CAPITAL OUTLAY	5,000	5,000	4,922.00	.00	.00	78.00	98.4%
TOTAL JUDICIAL	1,699,822	1,661,271	1,412,174.00	140,061.21	60,707.39	188,389.89	88.7%
135 LEGAL							
60 PERSONAL SERVICES	1,028,493	1,028,493	894,531.07	103,721.30	.00	133,961.93	87.0%
61 SUPPLIES	5,079	5,079	2,835.49	1,124.79	166.04	2,077.47	59.1%
62 OTHER SERVICES	306,779	306,779	231,276.17	19,725.53	17,287.28	58,215.55	81.0%
63 CAPITAL OUTLAY	8,000	8,000	519.19	.00	3,083.36	4,397.45	45.0%
TOTAL LEGAL	1,348,351	1,348,351	1,129,161.92	124,571.62	20,536.68	198,652.40	85.3%
145 GENERAL ADMINISTRATION							
60 PERSONAL SERVICES	2,309,486	2,309,486	2,112,935.00	251,968.87	.00	196,551.05	91.5%
61 SUPPLIES	97,782	97,782	49,653.56	6,700.32	3,273.19	44,855.25	54.1%
62 OTHER SERVICES	1,589,848	1,578,147	1,415,817.77	130,150.42	43,116.33	119,212.89	92.4%
63 CAPITAL OUTLAY	370,065	422,237	278,623.62	16,305.46	150,659.00	-7,045.62	101.7%
TOTAL GENERAL ADMINISTRATION	4,367,181	4,407,652	3,857,029.95	405,125.07	197,048.52	353,573.57	92.0%
175 PUBLIC TRANSPORTATION							
62 OTHER SERVICES	356,933	356,933	356,935.00	.00	.00	-2.00	100.0%
TOTAL PUBLIC TRANSPORTATION	356,933	356,933	356,935.00	.00	.00	-2.00	100.0%
212 POLICE							
60 PERSONAL SERVICES	15,104,930	14,458,524	13,047,557.69	1,479,565.35	.00	1,410,966.70	90.2%
61 SUPPLIES	1,267,354	1,289,809	1,154,675.42	106,535.33	39,673.06	95,460.83	92.6%
62 OTHER SERVICES	1,773,475	2,218,020	2,060,285.67	339,539.61	15,850.00	141,884.17	93.6%



FOR 2018 11

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
63 CAPITAL OUTLAY	0	54,833	27,386.00	.00	.00	27,447.00	49.9%
TOTAL POLICE	18,145,759	18,021,187	16,289,904.78	1,925,640.29	55,523.06	1,675,758.70	90.7%
290 FIRE							
60 PERSONAL SERVICES	11,377,006	11,256,535	10,229,957.24	1,265,912.52	206.37	1,026,371.39	90.9%
61 SUPPLIES	534,134	590,991	494,831.93	79,680.52	24,396.68	71,761.94	87.9%
62 OTHER SERVICES	596,573	619,073	564,905.92	54,249.07	11,927.06	42,240.02	93.2%
63 CAPITAL OUTLAY	126,000	309,396	132,809.32	3,031.12	4,525.05	172,061.63	44.4%
TOTAL FIRE	12,633,713	12,775,995	11,422,504.41	1,402,873.23	41,055.16	1,312,434.98	89.7%
309 PUBLIC WORKS							
60 PERSONAL SERVICES	1,550,857	1,550,857	1,460,928.35	176,742.36	.00	89,928.65	94.2%
61 SUPPLIES	1,320,245	1,308,677	1,094,400.04	65,400.25	102,150.22	112,126.34	91.4%
62 OTHER SERVICES	3,877,326	4,176,345	3,598,986.84	21,094.75	323,236.82	254,121.43	93.9%
63 CAPITAL OUTLAY	135,023	124,441	208,257.96	24,863.97	154,116.58	-237,933.95	291.2%
64 CAPITAL PROJECTS	477	50,477	18,718.30	.00	31,759.02	.14	100.0%
TOTAL PUBLIC WORKS	6,883,928	7,210,797	6,381,291.49	288,101.33	611,262.64	218,242.61	97.0%
325 ENGINEERING							
60 PERSONAL SERVICES	513,793	513,793	495,656.12	59,092.39	.00	18,136.88	96.5%
61 SUPPLIES	9,114	9,114	5,905.83	1,193.33	.00	3,208.17	64.8%
62 OTHER SERVICES	1,899,465	1,618,465	1,419,711.83	124,533.66	23,954.24	174,798.93	89.2%
63 CAPITAL OUTLAY	4,000	4,000	4,000.00	.00	.00	.00	100.0%
TOTAL ENGINEERING	2,426,372	2,145,372	1,925,273.78	184,819.38	23,954.24	196,143.98	90.9%
407 LEISURE SERVICES							
60 PERSONAL SERVICES	3,135,937	3,135,937	3,053,034.93	393,975.84	.00	82,902.07	97.4%
61 SUPPLIES	901,072	901,072	840,599.09	137,339.18	51,176.56	9,296.35	99.0%



FOR 2018 11

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62 OTHER SERVICES	1,698,077	1,707,074	1,660,303.62	68,466.14	35,839.37	10,931.01	99.4%
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	106,189.99	2,965.20	5,365.58	2,575.43	97.7%
TOTAL LEISURE SERVICES	5,924,217	6,133,214	5,897,665.49	602,746.36	92,931.51	142,617.00	97.7%
611 URBAN DEVELOP\BLDG\PLANNING							
60 PERSONAL SERVICES	1,570,274	1,570,274	1,433,759.40	171,138.82	.00	136,514.60	91.3%
61 SUPPLIES	39,940	39,940	19,783.77	2,853.65	1,396.48	18,759.75	53.0%
62 OTHER SERVICES	220,471	250,250	192,976.88	13,240.60	14,063.99	43,208.94	82.7%
TOTAL URBAN DEVELOP\BLDG\PLANNING	1,830,685	1,860,464	1,646,520.05	187,233.07	15,460.47	198,483.29	89.3%
621 ECONOMIC DEVELOPMENT							
60 PERSONAL SERVICES	281,455	281,455	199,808.35	24,099.14	.00	81,646.65	71.0%
61 SUPPLIES	14,100	17,100	13,838.69	1,048.31	387.96	2,873.35	83.2%
62 OTHER SERVICES	102,951	99,951	79,530.41	9,681.22	7,500.00	12,920.59	87.1%
63 CAPITAL OUTLAY	236,000	236,000	22,865.04	2,567.18	7,963.74	205,171.22	13.1%
TOTAL ECONOMIC DEVELOPMENT	634,506	634,506	316,042.49	37,395.85	15,851.70	302,611.81	52.3%
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	1,437,794	-1,191,563.63	657,675.80	1,154,603.82	1,474,753.39	-2.6%
TOTAL REVENUES	-58,461,870	-58,304,223	-53,104,232.99	-4,740,169.37	4,260.00	-5,204,249.89	
TOTAL EXPENSES	59,587,742	59,742,016	51,912,669.36	5,397,845.17	1,150,343.82	6,679,003.28	
030 DISASTER RELIEF							
000 REVENUES							

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CITY OF GULFPORT
EAR-TO-DATE PROJECT BUDGET REPORT
THRU AUGUST 31, 2018

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FOR 2018 11

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	-9,998,772.19	-1,953,426.18	.00	-23,218,522.74	30.1%
46	GRANTS STATE	-50,883,787	-38,883,787	-3,221,530.33	-425,945.04	.00	-35,662,256.50	8.3%
51	INTEREST EARNED	0	0	-89,943.75	-43,291.25	.00	89,943.75	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	-55,284,931.09	-2,422,662.47	.00	-60,962,056.65	47.6%
345	CAPITAL PROJECTS - CAP							
62	OTHER SERVICES	756,227	766,484	465,875.19	12,138.14	71,439.44	229,169.73	70.1%
63	CAPITAL OUTLAY	1,526,941	1,526,941	187,726.09	13,592.92	1,352,807.19	-13,592.37	100.9%
64	CAPITAL PROJECTS	63,236,239	70,129,157	24,608,953.57	3,148,032.91	7,068,100.76	38,452,102.29	45.2%
65	DEBT SERVICE	100,959	830,817	860,625.62	20,191.80	.00	-29,808.20	103.6%
	TOTAL CAPITAL PROJECTS - CAP	65,620,367	73,253,399	26,123,180.47	3,193,955.77	8,492,347.39	38,637,871.45	47.3%
440	CAPITAL PRJS-LEISURE/HARBOR							
64	CAPITAL PROJECTS	0	1,399,659	626,867.59	60,989.33	772,790.45	.47	100.0%
	TOTAL CAPITAL PRJS-LEISURE/HARBOR	0	1,399,659	626,867.59	60,989.33	772,790.45	.47	100.0%
	TOTAL CAPITAL PROJECTS	-13,918,790	-41,593,930	-28,534,883.03	832,282.63	9,265,137.84	-22,324,184.73	46.3%
	TOTAL REVENUES	-79,539,157	-116,246,988	-55,284,931.09	-2,422,662.47	.00	-60,962,056.65	
	TOTAL EXPENSES	65,620,367	74,653,058	26,750,048.06	3,254,945.10	9,265,137.84	38,637,871.92	

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CITY OF GULFPORT
EAR-TO-DATE PROJECT BUDGET REPORT
THRU AUGUST 31, 2018

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FOR 2018 11

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	.00	.00	-4,010,569.74	19.0%
51	INTEREST EARNED	0	0	-261.58	-149.25	.00	261.58	100.0%
	TOTAL REVENUES	0	-4,949,515	-939,206.47	-149.25	.00	-4,010,308.16	19.0%
511	COMMUNITY DEVELOPMENT							
60	PERSONAL SERVICES	59,488	106,564	94,456.98	11,515.33	.00	12,107.02	88.6%
61	SUPPLIES	4,100	3,300	417.79	165.30	.00	2,882.21	12.7%
62	OTHER SERVICES	22,807	148,862	4,902.51	113.44	.00	143,959.49	3.3%
64	CAPITAL PROJECTS	76,411	741,922	72,300.00	72,300.00	.00	669,622.14	9.7%
	TOTAL COMMUNITY DEVELOPMENT	162,806	1,000,648	172,077.28	84,094.07	.00	828,570.86	17.2%
513	HOME CONSORTIUM							
60	PERSONAL SERVICES	157,389	96,881	125,147.00	14,573.98	.00	-28,265.76	129.2%
61	SUPPLIES	9,500	1,081	762.35	55.88	.00	318.73	70.5%
62	OTHER SERVICES	50,490	5,692	1,130.02	18.84	.00	4,562.04	19.9%
85	HOME CONSORTIUM	125,384	509,420	275,516.97	19,000.00	.00	233,903.04	54.1%
	TOTAL HOME CONSORTIUM	342,763	613,074	402,556.34	33,648.70	.00	210,518.05	65.7%
514	CDBG SUPPLEMENTAL FUNDS-KATRINA							
62	OTHER SERVICES	515,527	335,527	7,497.00	12.00	.00	328,030.00	2.2%
64	CAPITAL PROJECTS	4,989,856	8,743,630	870,936.67	70,725.70	2,313,360.73	5,559,332.44	36.4%
	TOTAL CDBG SUPPLEMENTAL FUNDS-KAT	5,505,383	9,079,157	878,433.67	70,737.70	2,313,360.73	5,887,362.44	35.2%
	TOTAL COMMUNITY DEVELOPMENT	6,010,952	5,743,365	513,860.82	188,331.22	2,313,360.73	2,916,143.19	49.2%
	TOTAL REVENUES	0	-4,949,515	-939,206.47	-149.25	.00	-4,010,308.16	
	TOTAL EXPENSES	6,010,952	10,692,879	1,453,067.29	188,480.47	2,313,360.73	6,926,451.35	



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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	-946,083.48	-17,206.85	.00	-81,962.52	92.0%
49 INTERGOVERNMENTAL	-34,000	-34,000	-18,214.48	.00	.00	-15,785.52	53.6%
TOTAL REVENUES	-1,062,046	-1,062,046	-964,297.96	-17,206.85	.00	-97,748.04	90.8%
211 POLICE AND FIRE RETIREMENT							
62 OTHER SERVICES							
TOTAL POLICE AND FIRE RETIREMENT	1,062,046	1,062,046	964,297.96	17,206.85	.00	97,748.04	90.8%
TOTAL POLICE AND FIRE RETIREMENT	0	0	.00	.00	.00	.00	.0%
TOTAL REVENUES	-1,062,046	-1,062,046	-964,297.96	-17,206.85	.00	-97,748.04	
TOTAL EXPENSES	1,062,046	1,062,046	964,297.96	17,206.85	.00	97,748.04	
275 POLICE FORFEITURE & SEIZURE							
000 REVENUES							
49 INTERGOVERNMENTAL	0	-424,748	-545,793.12	-126,989.08	.00	121,045.34	128.5%
51 INTEREST EARNED	0	0	-3,188.62	-289.33	.00	3,188.62	100.0%
56 MISC REVENUE	0	0	-7,553.54	.00	.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	-424,748	-565,759.28	-127,278.41	.00	141,011.50	133.2%
276 FORFEITURES AND SEIZURES FED							
61 SUPPLIES	4,499	85,659	19,017.87	63.96	417.50	66,223.98	22.7%
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	.00	26,225.95	232,493.45	57.6%
TOTAL FORFEITURES AND SEIZURES FE	242,510	654,017	310,199.92	63.96	26,643.45	317,173.43	51.5%
277 FORFEITURES AND SEIZURES COUNT							
61 SUPPLIES							
63 CAPITAL OUTLAY	6,084 148,403	19,343 148,403	9,865.07 126,681.00	.00 .00	97.00 .00	9,381.28 21,722.34	51.5% 85.4%
TOTAL FORFEITURES AND SEIZURES CO	154,487	167,747	136,546.07	.00	97.00	31,103.62	81.5%
TOTAL POLICE FORFEITURE & SEIZURE	396,997	397,016	-119,013.29	-127,214.45	26,740.45	489,288.55	-23.2%
TOTAL REVENUES	0	-424,748	-565,759.28	-127,278.41	.00	141,011.50	
TOTAL EXPENSES	396,997	821,763	446,745.99	63.96	26,740.45	348,277.05	
285 COASTAL NARCOTICS TASK FORCE							
000 REVENUES							
49 INTERGOVERNMENTAL	0	-6,371	-6,371.35	.00	.00	.00	100.0%
51 INTEREST EARNED	0	0	-690.98	-63.76	.00	690.98	100.0%
56 MISC REVENUE	0	0	-295.43	.00	.00	295.43	100.0%
TOTAL REVENUES	0	-6,371	-7,357.76	-63.76	.00	986.41	115.5%
286 POLICE NARCOTICS TASK FORCE							
61 SUPPLIES							
63 CAPITAL OUTLAY	84,268 3,356	84,640 9,356	7,126.67 1,227.03	82.72 .00	694.00 3,994.00	76,818.88 4,134.97	9.2% 55.8%
TOTAL POLICE NARCOTICS TASK FORCE	87,624	93,996	8,353.70	82.72	4,688.00	80,953.85	13.9%
TOTAL COASTAL NARCOTICS TASK FORC	87,624	87,624	995.94	18.96	4,688.00	81,940.26	6.5%
TOTAL REVENUES	0	-6,371	-7,357.76	-63.76	.00	986.41	
TOTAL EXPENSES	87,624	93,996	8,353.70	82.72	4,688.00	80,953.85	
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	-4,259,115.76	-76,801.27	.00	-265,884.24	94.1%
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	-4,454,917.44	-76,801.27	.00	-1,307,635.56	77.3%
701	DEBT SERVICE							
65	DEBT SERVICE	5,802,084	5,631,586	5,614,887.02	99,181.99	.00	16,699.31	99.7%
	TOTAL DEBT SERVICE	5,802,084	5,631,586	5,614,887.02	99,181.99	.00	16,699.31	99.7%
	TOTAL MUNICIPAL DEBT SERVICE	39,531	-130,967	1,159,969.58	22,380.72	.00	-1,290,936.25	-885.7%
	TOTAL REVENUES	-5,762,553	-5,762,553	-4,454,917.44	-76,801.27	.00	-1,307,635.56	
	TOTAL EXPENSES	5,802,084	5,631,586	5,614,887.02	99,181.99	.00	16,699.31	
400	WATER/SEWER UTILITY FUND							
000	REVENUES							
48	FINES AND FORFEITS	-3,337	-3,337	-659.76	-15.89	.00	-2,677.24	19.8%
50	CHARGES FOR SERVICE	-33,100,652	-33,100,652	-30,150,468.51	-2,755,313.07	.00	-2,950,183.49	91.1%
51	INTEREST EARNED	-33,022	-33,022	-32,457.52	-2,042.47	.00	-564.48	98.3%
56	MISC REVENUE	-1,777,612	-1,777,612	-1,752,822.19	-158,333.27	.00	-24,789.81	98.6%
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	-30,936,407.98	-2,915,704.70	.00	-3,978,215.02	88.6%
811	UTILITY BILLING							
60	PERSONAL SERVICES	964,422	964,422	877,912.23	106,803.01	.00	86,509.77	91.0%
61	SUPPLIES	68,500	68,500	59,636.84	17,316.29	.00	5,082.96	92.6%
62	OTHER SERVICES	2,006,896	2,006,896	1,596,444.52	1,284,906.03	.00	407,397.29	79.7%
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	2,537,329.85	1,409,025.33	6,834.39	525,653.76	82.9%

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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	1,486,614.29	163,426.20	194,853.90	157,294.81	91.4%
62 OTHER SERVICES	2,826,250	2,914,771	2,511,250.44	50,152.25	179,440.37	224,079.69	92.3%
63 CAPITAL OUTLAY	353,864	201,403	11,605.18	5,970.53	83,769.00	106,028.93	47.4%
67 DEPRECIATION EXPENSE	0	0	107,660.62	.00	.00	-107,660.62	100.0%
TOTAL WATER OPERATIONS	5,003,877	4,954,937	4,117,130.53	219,548.98	458,063.27	379,742.81	92.3%
825 SEWER OPERATIONS							
60 PERSONAL SERVICES	114,230	114,230	53,247.07	6,301.57	.00	60,982.93	46.6%
61 SUPPLIES	947,120	962,120	770,357.93	73,637.85	75,039.19	116,722.88	87.9%
62 OTHER SERVICES	2,612,008	2,902,198	2,432,202.89	47,809.10	203,699.20	266,295.92	90.8%
63 CAPITAL OUTLAY	0	20,565	20,232.40	.00	.00	332.60	98.4%
TOTAL SEWER OPERATIONS	3,673,358	3,999,113	3,276,040.29	127,748.52	278,738.39	444,334.33	88.9%
835 DEBT SERVICE WATER AND SEWER							
65 DEBT SERVICE	8,466,462	8,466,462	8,183,162.16	171,774.32	.00	283,299.84	96.7%
TOTAL DEBT SERVICE WATER AND SEWE	8,466,462	8,466,462	8,183,162.16	171,774.32	.00	283,299.84	96.7%
845 HCWWSWMD							
62 OTHER SERVICES	11,223,464	11,223,464	10,973,495.43	955,422.65	.00	249,968.57	97.8%
TOTAL HCWWSWMD	11,223,464	11,223,464	10,973,495.43	955,422.65	.00	249,968.57	97.8%
849 WATER AND SEWER PROJECTS							
62 OTHER SERVICES	483,938	531,589	159,883.75	28,210.50	236,185.32	135,519.93	74.5%
63 CAPITAL OUTLAY	269,298	894,298	609,254.50	14,419.26	250,390.00	34,653.73	96.1%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
64 CAPITAL PROJECTS	8,325,706	7,277,651	2,612,416.24	37,415.82	2,639,172.88	2,026,062.15	72.2%
65 DEET SERVICE	20,825	49,980	49,980.12	8,330.02	.00	.00	100.0%
TOTAL WATER AND SEWER PROJECTS	9,099,767	8,753,519	3,431,534.61	88,375.60	3,125,748.20	2,196,235.81	74.9%
TOTAL WATER/SEWER UTILITY FUND	5,622,123	5,552,689	1,582,284.89	56,190.70	3,869,384.25	101,020.10	98.2%
TOTAL REVENUES	-34,914,623	-34,914,623	-31,936,407.98	-2,915,704.70	.00	-2,978,215.02	
TOTAL EXPENSES	40,536,746	40,467,312	33,518,692.87	2,971,895.40	3,869,384.25	3,079,235.12	
420 JOSEPH T JONES							
000 REVENUES							
45 GRANTS FEDERAL	0	0	-40,403.71	-19,941.41	.00	40,403.71	100.0%
50 CHARGES FOR SERVICE	-828,000	-828,000	-749,062.54	-98,975.38	.00	-78,937.46	90.5%
51 INTEREST EARNED	0	0	-1,169.26	-79.48	.00	1,169.26	100.0%
56 MISC REVENUE	-385,000	-385,000	-435,779.15	-31.04	.00	50,779.15	113.2%
TOTAL REVENUES	-1,213,000	-1,213,000	-1,226,414.66	-119,027.31	.00	13,414.66	101.1%
445 JOSEPH T JONES							
60 PERSONAL SERVICES	308,724	308,724	292,233.30	33,526.00	.00	16,490.70	94.7%
61 SUPPLIES	433,767	560,231	433,296.03	71,797.16	20,998.00	105,937.37	81.1%
62 OTHER SERVICES	893,243	1,294,478	817,770.10	70,833.06	308,341.63	168,366.27	87.0%
67 DEPRECIATION EXPENSE	0	0	258,740.37	.00	.00	-258,740.37	100.0%
TOTAL JOSEPH T JONES	1,635,734	2,163,433	1,802,039.80	176,156.22	329,339.63	32,053.97	98.5%
TOTAL JOSEPH T JONES	422,734	950,433	575,625.14	57,128.91	329,339.63	45,468.63	95.2%
TOTAL REVENUES	-1,213,000	-1,213,000	-1,226,414.66	-119,027.31	.00	13,414.66	
TOTAL EXPENSES	1,635,734	2,163,433	1,802,039.80	176,156.22	329,339.63	32,053.97	
500 GROUP HEALTH AND LIFE							
000 REVENUES							

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500	GROUP HEALTH AND LIFE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50	CHARGES FOR SERVICE	-5,849,317	-5,849,317	-5,674,612.50	-456,700.04	.00	-174,704.50	97.0%
56	MISC REVENUE	-500,000	-500,000	-216,436.80	-12,485.68	.00	-283,563.20	43.3%
	TOTAL REVENUES	-6,349,317	-6,349,317	-5,891,049.30	-469,185.72	.00	-458,267.70	92.8%
911	GROUP HEALTH AND LIFE							
62	OTHER SERVICES	6,303,627	6,303,627	5,736,566.88	461,965.56	.00	567,060.12	91.0%
	TOTAL GROUP HEALTH AND LIFE	6,303,627	6,303,627	5,736,566.88	461,965.56	.00	567,060.12	91.0%
	TOTAL GROUP HEALTH AND LIFE	-45,690	-45,690	-154,482.42	-7,220.16	.00	108,792.42	338.1%
	TOTAL REVENUES	-6,349,317	-6,349,317	-5,891,049.30	-469,185.72	.00	-458,267.70	
	TOTAL EXPENSES	6,303,627	6,303,627	5,736,566.88	461,965.56	.00	567,060.12	
510	CLAIMS CONTINGENCY							
000	REVENUES							
50	CHARGES FOR SERVICE	-2,397,554	-2,397,554	-2,243,692.82	.00	.00	-153,861.18	93.6%
51	INTEREST EARNED	-1,000	-1,000	-22,022.80	-1,346.31	.00	21,022.80	2202.3%
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	-2,394,904.50	-1,346.31	.00	-227,649.50	91.3%
915	CLAIMS CONTINGENCY							
62	OTHER SERVICES	2,601,210	2,601,210	2,412,606.27	67,412.49	17,826.22	170,777.51	93.4%
	TOTAL CLAIMS CONTINGENCY	2,601,210	2,601,210	2,412,606.27	67,412.49	17,826.22	170,777.51	93.4%
	TOTAL CLAIMS CONTINGENCY	-21,344	-21,344	17,701.77	66,066.18	17,826.22	-56,871.99	-166.5%
	TOTAL REVENUES	-2,622,554	-2,622,554	-2,394,904.50	-1,346.31	.00	-227,649.50	
	TOTAL EXPENSES	2,601,210	2,601,210	2,412,606.27	67,412.49	17,826.22	170,777.51	
630	POLICE ASSET FORFEITURE FUND							
000	REVENUES							

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630 POLICE ASSET FORFEITURE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
49 INTERGOVERNMENTAL	0	0	-283.05	.00	.00	283.05	100.0%
51 INTEREST EARNED	0	0	-1,695.74	-179.64	.00	1,695.74	100.0%
TOTAL REVENUES	0	0	-1,978.79	-179.64	.00	1,978.79	100.0%
TOTAL POLICE ASSET FORFEITURE FUN	0	0	-1,978.79	-179.64	.00	1,978.79	100.0%
TOTAL REVENUES	0	0	-1,978.79	-179.64	.00	1,978.79	
700 GENERAL FIXED ASSETS							
000 REVENUES							
67 DEPRECIATION EXPENSE	0	0	-237.98	.00	.00	237.98	100.0%
TOTAL REVENUES	0	0	-237.98	.00	.00	237.98	100.0%
212 POLICE							
67 DEPRECIATION EXPENSE	0	0	-2,922.45	.00	.00	2,922.45	100.0%
TOTAL POLICE	0	0	-2,922.45	.00	.00	2,922.45	100.0%
290 FIRE							
67 DEPRECIATION EXPENSE	0	0	643.55	.00	.00	-643.55	100.0%
TOTAL FIRE	0	0	643.55	.00	.00	-643.55	100.0%
411 LEISURE SERVICES							
67 DEPRECIATION EXPENSE	0	0	-951.90	.00	.00	951.90	100.0%
TOTAL LEISURE SERVICES	0	0	-951.90	.00	.00	951.90	100.0%
TOTAL GENERAL FIXED ASSETS	0	0	-3,468.78	.00	.00	3,468.78	100.0%
TOTAL EXPENSES	0	0	-3,468.78	.00	.00	3,468.78	
GRAND TOTAL	-1,662,075	-29,005,094	-26,344,430.83	1,745,460.87	16,981,080.94	-19,641,743.83	32.3%

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** END OF REPORT - Generated by Linda Elias **

Sequence	Field #	Total	Page Break	Year/Period:	2018/11
1	1	Y	N	Print revenue as credit:	Y
2	3	Y	N	Print totals only:	Y
3	10	Y	N	Suppress zero bal accts:	Y
4	0	N	N	Print full GL account:	N
				Double space:	N
				Roll projects to object:	N
Report title:					
EAR-TO-DATE PROJECT BUDGET REPORT					
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Print Full or Short description:					
Print MTD Version:					
Print Revenues-Version headings:					
Format type:					
Print revenue budgets as zero:					
Include Fund Balance:					
Include requisition amount:					
Multiyear view:					
Carry forward code:					
Print journal detail:					
From Yr/Per:					
To Yr/Per:					
Include budget entries:					
Incl encumb/liq entries:					
Sort by JE # or PO #:					
Detail format option:					

Field Name	Find Criteria	Field Value
Fund		010:800
FUNCTION		
DEPARTMENT		
DIVISION		
ACTIVITY		
Character Code		
Org		
Object		
Project		
Account type		
Account status		
Rollup Code		

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	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	23,770.10	935.00	203,180.34	9,750.98	95.9%
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	1,754,235.26	140,985.63	4,170,930.25	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	626,867.59	60,989.33	772,790.45	.47	100.0%
00110 40th St Paving (Wash to E Dea	0	51,741	47,136.90	47,136.90	.00	4,604.10	91.1%
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	1,606.58	1,606.58	.00	.00	.00	100.0%
02386 JONES PARK \ HARBOR IMP '07	1,011,885	1,607	.00	.00	.00	811,885.00	.0%
02393 28TH STREET WIDENING(TEA 21)2	1,861,899	1,923,647	1,655,531.88	390,316.01	125,448.23	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	30,019.00	9,376.00	61,668.75	550,169.25	14.3%
02507 WAYFINDING PROJECT	34,890	34,890	1,531.01	.00	25,374.80	7,984.06	77.1%
02508 ORANGE GROVE ROOF	383,261	383,261	.00	.00	30,000.00	353,261.08	.0%
02748 HAR CO DIST 4 PAVING PROJ/LIS	21,436	21,436	.00	.00	.00	21,436.00	100.0%
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	.00	.0%
02788 PHASE 8 / E TAYLOR RD	24,326	0	.00	.00	.00	34,061.64	.0%
02796 COURTHOUSE RD IMP/WIDENING	4,901,178	5,051,179	3,020,257.84	121,633.85	1,880,920.40	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 SFTWA	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	30,076.51	20,955.76	8,316.65	61,032.23	38.6%
02818 SEASONAL LIGHT SHOW	122,576	122,576	100,792.83	.00	6,236.99	15,545.76	87.3%
02819 AQUARIUM	41,712,892	43,701,407	11,782,509.40	2,100,533.74	.00	31,918,898.03	27.0%
02820 TIDELANDS 16-IMPROV JONES YAC	300,000	300,000	203,451.89	55,924.32	16,583.75	79,964.36	73.3%
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	47,064.00	13,867.00	60,380.18	22,555.82	82.6%
02823 Seaway Road Pedestrian Pathwa	985,380	983,773	79,016.32	12,138.14	41,775.82	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%

FOR 2018 11

	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/QUEBBIE CREEK PROJ	100,000	705,845	102,050.55	8,997.90	191,791.45	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	4,546,496.80	252,350.24	109,513.92	-12,938.38	100.3%
05441 28TH ST PARK IMPROVEMENTS 14	40,624	0	.00	.00	.00	.00	.0%
05849 BRICKYARD BAYOU DRAINAGE	535,740	535,740	137,348.60	.00	3,500.31	394,890.71	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 DRAIN	0	5,000	314.30	.00	3,079.26	1,606.44	67.9%
29008 LEASE PURCHASE OF 5 FIRE TRUC	1,502,330	1,502,330	163,115.04	13,592.92	1,352,807.19	-13,592.37	100.9%
31113 Flat Branch Panel Replace @ D	0	24,326	.00	.00	24,325.94	.00	100.0%
41147 PLAYGROUND MODULES	54,848	62,548	52,123.60	5,212.36	.00	10,424.72	83.3%
82585 VEH MOUNTED CAMERA TRUCK I &	320	320	.00	.00	.00	320.00	.0%
TOTAL CAPITAL PROJECTS	65,620,367	74,653,058	26,750,048.06	3,254,945.10	9,265,137.84	38,637,871.92	48.2%
400 WATER/SEWER UTILITY FUND							
00105 FY18 CAPITAL EQUIP/MACHINERY	0	625,000	373,601.33	14,419.26	250,390.00	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	.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	1,000,000.00	.00	.00	.00	-1,000,000.00	100.0%
82562 SEAWAY ISLAND WATER MAIN CONN	49,335	49,335	3,477.50	345.00	12,556.00	33,301.95	32.5%
82564 38TH AVE SEWER PROJECT	214,985	213,785	202,298.80	3,271.00	.00	11,485.74	94.6%
82565 BAYOU VIEW TANK REPLACEMENT	2,650,963	2,726,680	31,001.58	10,965.50	2,678,230.46	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	1,139,760.20	34,144.82	4,505.05	146,119.11	88.7%
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	47,809.87	16,900.00	5,190.33	105,910.00	33.4%

09/21/2018 15:46
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CITY OF GULFPORT
YEAR-TO-DATE PROJECT

BUDGET REPORT
THRU AUGUST 31, 2018

3
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FOR 2018 11

	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	.00	27,720.34	5,741.33	99.1%
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	.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	49,980.12	8,330.02	.00	.00	100.0%
83102 NORTH ORANGE GROVE INTERCEPTO	0	0	-138.89	.00	.00	138.89	100.0%
TOTAL WATER/SEWER UTILITY FUND	5,642,948	8,730,706	4,432,451.94	88,375.60	3,122,248.20	1,176,005.81	86.5%
GRAND TOTAL	71,263,314	83,383,764	31,182,500.00	3,343,320.70	12,387,386.04	39,813,877.73	52.3%

** END OF REPORT - Generated by Linda Elias **

09/21/2018 15:47
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CITY OF GULFPORT
YEAR-TO-DATE PROJECT

BUDGET REPORT
THRU AUGUST 31, 2018

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FOR 2018 11

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
200 COMMUNITY DEVELOPMENT							
05697 GASTON POINT CENTER IMPROVEME	0	200,000	72,300.00	72,300.00	.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	0	.00	.00	.00	.00	.0%
05803 MDA Streetscape Improvements	-26,614	2,542,131	116,779.25	43,500.70	1,421,331.92	1,004,019.85	60.5%
05849 BRICKYARD BAYOU DRAINAGE	4,183,886	4,183,886	77,288.95	12.00	695,178.49	3,411,418.16	18.5%
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 DRAIN	0	1,364,672	48,553.63	27,225.00	105,662.81	1,210,456.00	11.3%
TOTAL COMMUNITY DEVELOPMENT	5,505,383	9,629,157	950,733.67	143,037.70	2,313,360.73	6,365,062.44	33.9%
GRAND TOTAL	5,505,383	9,629,157	950,733.67	143,037.70	2,313,360.73	6,365,062.44	33.9%

** END OF REPORT - Generated by Linda Elias **



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
Leisure Services

Date: 09/26/2018

Subject: Conveyance Deed - regarding transfer of ownership of space in Evergreen Cemetery.

Recommendation:



DEPARTMENT OF
LEISURE SERVICES

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

To: The Honorable Mayor and City Council
From: Edmond Salloum, Program Coordinator-Cemetery
Date: September 11, 2018
Re: Plot Name Change at Evergreen Cemetery

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

Please note the name changes for spaces at Evergreen Cemetery per the attached documents.

The spaces will be transferred into the names of John W. Moon, Jr. and Glen F. Moon.

The spaces are: Block 46, Lot 16, Spaces 5, 6, 7; Block 46, Lot 15, Spaces 7 & 8

A handwritten signature in cursive script, reading "Edmond Salloum", written in dark ink.

Edmond Salloum

**Elizabeth O Moon
209 Bunker Hill Road
West Monroe, LA 71291
Phone—318-348-3346**

August 19, 2018

To Whom It May Concern:

This letter is to be used as an official notification of the transfer of the three unused plots in Lot 16, block 46 of the Evergreen Cemetery located in the City of Gulfport, Harrison County, Mississippi. There are actually currently 4 unused plots, but the one located beside the plot where John W. Moon, Sr. rests is to be reserved for my remains. The use of the aforementioned three unused plots is officially and formally conveyed for the use of John W. Moon, Jr (Bill) and family and Glen F. Moon.

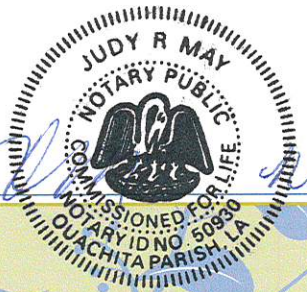
I am the widow, and sole beneficiary, of J.W. Moon, to whom these plots were originally sold. A copy of our original deed is enclosed for your convenience.

If there are any questions, do not hesitate to contact me using the above contact information.

Sincerely,



Elizabeth O. Moon



Notary 8/22/18

EVERGREEN CEMETERY

For and in consideration of the sum of Twenty Five \$ 25.00

(25⁰²) Dollars, receipt of which is hereby acknowledged, and in further consideration of the agreement on the part of the grantee herein that if he shall fail or refuse to obey all the regulations of the Ordinance of the City of Gulfport, touching the hereinafter mentioned cemetery, now in force or hereafter to be passed, then the title to said property shall immediately revert and vest in the said city at its option.

The CITY OF GULFPORT hereby sells and conveys to

John W. Moore

P.O. Box 781, Gressport

Vol 12ax 781, 1st sheet the following described property to be used for
burial purposes to-wit:

Lot Fifteen (16), Block Forty six (46), of THE EVERGREEN CEMETERY

of the City of Gulfport, Harrison County, Mississippi, as the same appears on the official map or plat of said cemetery now on file and of record in the office of the Chancery Clerk of said county and state.

Witness its signature and seal, this the 28 day of January, 1957.

Attest:

CITY OF GULFPORT, MISSISSIPPI

R. Washington
 City Clerk

City Clerk

By

RB Meadows
Mayor

May 01

STATE OF MISSISSIPPI

HARRISON COUNTY.

CITY OF GULFPORT

~~Personally appeared before me, the undersigned authority in and for the said city, county and state~~

R.B. Meadows Jr

and

Respectfully,

who

acknowledged that, as respectively Mayor and City Clerk of said City of Gulfport, they signed, sealed and delivered the foregoing instrument as the act and deed of the said City of Gulfport on the day and year herein named.

Given under my hand and official seal, this the 28 day of Jan, A. D., 1957.

**Elizabeth O Moon
209 Bunker Hill Road
West Monroe, LA 71291
Phone—318-348-3346**

August 19, 2018

To Whom It May Concern:

As one of the two surviving children of H. G. Odom, I wish to convey the use of the two remaining plots originally purchased by my parents in lot 15, block 46 of the Evergreen Cemetery in the city of Gulfport, Harrison County, Mississippi to John W. Moon, Jr. and Glen F. Moon.

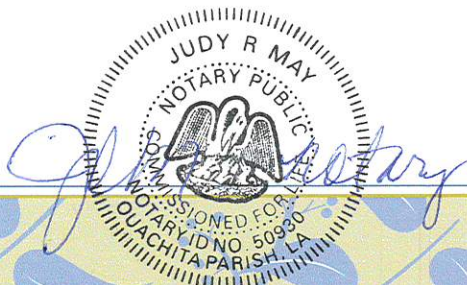
A copy of the original deed is enclosed. Because the deed went through both Camille and Katrina, it is not in the best of shape, and therefore did not copy well.

If there are any questions, do not hesitate to contact me using the above contact information.

Sincerely,



Elizabeth O. Moon



8/22/18

August 21, 2018

To Whom It May Concern:

As one of the two surviving children of H. G. Odom, I wish to convey the use of the two remaining plots originally purchased by my parents in lot 15, block 46 of the Evergreen Cemetery in the city of Gulfport, Harrison County, Mississippi to John W. Moon, Jr. and Glen F. Moon.

A copy of the original deed is enclosed. Because the deed went through both Camille and Katrina, it is not in the best of shape, and therefore did not copy well.

If there are any questions, do not hesitate to contact me at the address below or at 540-578-3418.

Sincerely,

Glenda Odom Rooney
Glenda Odom Rooney
1375 Glenside Drive
Harrisonburg, VA 22801

State of Virginia

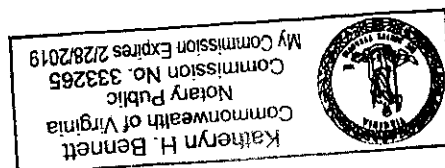
County of Rockingham

Subscribed and Sworn to before me this 24th day of August 2018

by: Glenda Odom Rooney

Kathryn H. Bennett
Notary Signature

Notary Stamp (seal)



STATE OF MISSISSIPPI
HARRISON COUNTY,
CITY OF GULFPORT

Nº 1804

EVERGREEN CEMETERY

For and in consideration of the sum of
(12) Dollars, receipt of which is hereby acknowledged, and in further consideration of the agreement on the part of the grantee herein that if he shall fail or refuse to obey all the regulations of the Ordinance of the City of Gulfport, touching the hereinafter mentioned cemetery, now in force or hereafter to be passed, then the title to said property shall immediately revert and vest in the said city at its option.

The CITY OF GULFPORT hereby sells and conveys to

Box 781

the following described property to be used for

burial purposes to-wit:

7 1/2 Lot 15 (7 1/2), Block 15 (15), of THE EVERGREEN CEMETERY of the City of Gulfport, Harrison County, Mississippi, as the same appears on the official map or plat of said cemetery now on file and of record in the office of the Chancery Clerk of said county and state.

Witness its signature and seal, this the 8 day of January, 1915.

Attest:

CITY OF GULFPORT, MISSISSIPPI

[Signature]
City Clerk

By [Signature]
Mayor

STATE OF MISSISSIPPI
HARRISON COUNTY,
CITY OF GULFPORT

Personally appeared before me, the undersigned authority in and for the said city, county and state

[Signature] and [Signature] who acknowledged that, as respectively Mayor and City Clerk of said City of Gulfport, they signed, sealed and delivered the foregoing instrument as the act and deed of the said City of Gulfport on the day and year herein named.



Dean C. Smith

455 East Puckett Lk Road
West Monroe, LA 71292

Phone: 318-355-1184
email: deano1_jam1@comcast.net

August 19, 2018

To Whom It May Concern:

As the executor of the estate of Vermelle O. McDonald, the now deceased widow of C. A. McDonald, I would like to convey the use of the two remaining plots originally purchased by C.A. McDonald, in lot 15, block 46 of the Evergreen Cemetery in the city of Gulfport, Harrison County, Mississippi to John W. Moon, Jr. and Glen F. Moon.

Documentation of my assignment as the executor of Mrs. McDonald's estate as well as a copy of the original deed is enclosed. Because the deed went through both Camille and Katrina, it is not in the best of shape, and therefore did not copy well.

If there are any questions, do not hesitate to contact me using the above contact information.

Sincerely,

Dean C. Smith

Sworn to and subscribed before me this 20th day of August, 2018.

Notary Public

Patricia Rigal, Notary Public
Ouachita Parish, Louisiana
N.P.#17094
My Commission is for Life

SUCCESSION OF
VERMELLE ODOM MCDONALD

FILED:

September 11, 2013

NUMBER 13-2790

Dana Benson

DEPUTY CLERK OF COURT

Letters of Independent Executorship

THIS SHALL CERTIFY TO ALL WHOM IT MAY CONCERN, that on the 11th day of September, 2013 an application was made to the Honorable Judges of the 4th Judicial District Court for the Parish of Ouachita, by DEAN C. SMITH that he might be appointed and confirmed as Independent Executor.

NOW KNOW YE that DEAN C. SMITH has been and he is hereby appointed Independent Executor to the said succession of VERMELLE ODOM MCDONALD and that he has fulfilled all of the requisites of the law.

WITNESS OUR HAND AND SEAL OF SAID COURT, this 11th day of September, 2013.

Dana Benson

DEPUTY CLERK OF COURT

ORIGINAL
CERTIFICATION

CERTIFIED
TRUE COPY

SEP 11 2013

BY Dana Benson
DEPUTY CLERK
4TH JUDICIAL DISTRICT COURT
OUACHITA PARISH, LA

EVERGREEN CEMETERY

For and in consideration of the sum of 59.00
(59) Dollars, receipt of which is hereby acknowledged, and in further consideration of the agreement on the part of the grantee herein that if he shall fail or refuse to obey all the regulations of the Ordinance of the City of Gulfport, touching the hereinafter mentioned cemetery, now in force or hereafter to be passed, then the title to said property shall immediately revert and vest in the said city at its option.

The CITY OF GULFPORT hereby sells and conveys to P.O. Box 781, Gulfport the following described property to be used for burial purposes to-wit:

5 1/2 Lot Five (5/16), Block Four (46), of THE EVERGREEN CEMETERY of the City of Gulfport, Harrison County, Mississippi, as the same appears on the official map or plat of said cemetery now on file and of record in the office of the Chancery Clerk of said county and state.

Witness its signature and seal, this the 28 day of January, 1957

Attest:

CITY OF GULFPORT, MISSISSIPPI

Robert H. Hargrave
City Clerk

By W. B. Meadows
Mayor

STATE OF MISSISSIPPI
HARRISON COUNTY,
CITY OF GULFPORT

Personally appeared before me, the undersigned authority in and for the said city, county and state W. B. Meadows and Robert H. Hargrave who acknowledged that, as respectively Mayor and City Clerk of said City of Gulfport, they signed, sealed and delivered the foregoing instrument as the act and deed of the said City of Gulfport on the day and year herein named.

Given under my hand and official seal, this the 28 day of January, A. D., 1957.

Clair H. Hargrave Notary Public



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 09/17/2018

Subject: Letter - regarding bid awarded by Purchasing to JR's POS DEPOT for credit card machines - City Wide - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: September 17, 2018

Re: Purchase of Credit Card Machines
City Wide

I have reviewed the bids received on the above referenced item and find JR's POS DEPOT to be the lowest and best bid as submitted for a total bid amount of \$9,980.00.

I have issued Purchase Order #200849 accordingly and respectfully request you make this a part of the minutes. Please see attached tabulation sheet for your review

Thank you for your consideration.

Credit Card Machines									
PO # 200849 City Wide Bids Received 09-17-18									
QTY	Touch V4 Sig, 104-832 Ingenico, ISC250	JR's POS DEPOT		CDW		BarCode Giant			
		UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST	UNIT COST	EXT. COST
		\$ 499.00	\$ 9,980.00	\$ 543.99	\$ 10,879.80	\$ 577.13	\$ 11,542.60		
20									



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 09/24/2018

Subject: Legal Notice - advertisement for City Depository Services RFP.

Recommendation:

Proposals for City Depository Services are being hereby solicited by the City of Gulfport MS. Specifications may be obtained from the Procurement Office, 1410 24th Avenue, Hardy Bldg., Gulfport MS 39501 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

Delivery of Proposals — One (1) original, three (3) copies and one (1) digitally converted file (disc) copy shall be submitted in a sealed envelope, clearly identified as "RFP for City of Gulfport Depository Services" and delivered to the address listed below no later than 4:00 pm on November 6, 2018, after which time they will be delivered to the selection committee. Any proposal received after the time and date stated will be returned unopened.

"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."

Questions – All questions regarding this Request for Proposals should be directed to Connie Debenport by e-mail: cdebenport@gulfport-ms.gov or facsimile (228) 868-5704, *not less than seven (7) business days* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

A selection committee will review each proposal based on the below listed grading criteria and will assist the City's governing authority in evaluating the proposals and assessing the most qualified proposal. The governing authority retains the ultimate authority in making these determinations. The committee may develop a short list from which interviews will be scheduled and evaluations will be based in part on review of ONLY the data submitted in response to this request for proposal. Upon final selection and determination made by the City's governing authority, a written contract may be awarded to the individual/firm whose bid/proposal is determined by the governing authority to be the most qualified and/or the lowest and best.

The governing authority will consider terms and conditions and factors relating to price, financial responsibility, technology, legal responsibilities as well as a bidder's or proposer's "responsibility" concerning matters that relate to the prompt and efficient performance of the contract, including the bidder's or proposer's honesty and integrity, skill and business judgment, experience and capability of performing the contract, conduct under previous contracts, and the quality of previous work, and a bidder's or proposer's customer satisfaction in prior or other contracts or projects, stability and solvency, and management experience in similar contracts, and any oral interviews with the review committee. The governing authority may consider any of the factors referenced herein in awarding the contract.

Proposals may be held by the City of Gulfport, Mississippi, for a period not to exceed sixty (60) days from the date of receipt of proposal.

The City of Gulfport reserves the right to reject any and all proposals, in whole or in part, and to discontinue contract execution with any party at any time prior to final contract execution.

The City of Gulfport is an equal opportunity employer. The successful firm shall adhere to the City of Gulfport's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap.

Publication Dates: 10-05-2018 & 10-12-2018

Request for Proposals

Depository Banking
Services

City of Gulfport

Date: November 24, 2015

M I S S I S S I P P I

**Office of Procurement
1410 24th Avenue
Gulfport, MS 39501**

November 24, 2015

**Request for Proposals
For
City Depository Banking Services
Gulfport, MS**

The City of Gulfport, MS, in accordance with all rules and instructions set forth in both this proposal and the applicable laws of the State of Mississippi as stated in Title 27 Chapter 105 Article 3 of the Mississippi Code, requests qualified banks to submit proposals to provide all banking services required by the City of Gulfport.

I. INTRODUCTION

The City of Gulfport, MS proposes to enter into a two year contract with a bank or banks authorized to do business in the State of Mississippi. This bank or banks will provide banking services for all aspects of the City's operations.

II. STATEMENT OF WORK

The City of Gulfport will actively pursue utilizing the latest and most feasible advancements in electronic transactions, reporting, and other features available in the electronic banking environment. The bank or banks selected will be expected to keep abreast of new innovations and make these available to the City.

Banking Functions - A description of the accounts involved with their respective average monthly balances and volume statistics are included in Exhibit A and Exhibit B in this proposal.

III. PROPOSED FORMAT

Minimum Qualifications for Submitting Proposals

At the time of submission of the proposal, the submitting bank must certify that it is capable of performing all tasks and activities associated with the requirements of this

Request for Proposal (RFP).

The bank or banks designated for the City Depository must meet the minimum qualifications described below:

1. Currently be and remain, throughout the term of the contract, a designated fiscal agent of the State of Mississippi.
2. Currently be and remain, throughout the term of the contract, a member of, or have access to the Federal Reserve System with full wire transfer capabilities in order to send requests for funds to the United States Government, receive funds, transfer funds to other banks as directed by the Finance Department. In conjunction with this, the bank must verify and remit funds immediately involving securities purchased under agreements to resell.
3. Currently have and maintain, throughout the term of the contract, a trust or safekeeping department capable of issuing safekeeping receipts immediately upon receipt of securities that are acceptable to the City of Gulfport.

Information Required to Be Submitted with Proposals

Transmittal Letter - Each participating bank shall submit, as an integral part of its proposal, a Letter of Transmittal to include the minimum:

A. Bank's Background Summary - (Please be brief)

-
1. Experience in the following banking services:
volume activity.

3.

- Experience in the following banking services:
- a. "sweep accounts" - describe the services offered;
 - b. electronic banking - describe the services offered;
 - c. Lock box capability - describe the services offered;

Pricing Summary - Fees shall be paid to the bank on a monthly basis via a submission of an account analysis for each account (i.e. volume of checks, number of deposits, number of returned items, other charges, etc.). When determining the above-described fees, take into consideration the volume statistics contained in Exhibits A and B in this proposal. Show in a separate section entitled "pricing section" the various charges associated with each type of transaction. Proposer should show the calculations of all related fees in a very easy to understand format, preferably the format shown on Exhibit B. The format should show all related charges for each account contained on Exhibit A. Also include any initial set up fees.

Investment Services summary and fees - Banks must be able to provide investment services on city accounts. The City wishes to have its idle funds invested via a "sweep account" concept whereby all funds remain invested in short term securities and only demands presented against account are paid. **Please provide a rate of return expressed as a fixed rate.**

Non-Interest Bearing Accounts - Banks must be able to provide separate non-interest bearing accounts that are not included in the "sweep account."

Quotes provided using a different rate other than the fixed interest rate and/or vague, unclear responses as to how fees or other charges are calculated will be grounds for the entire proposal being considered non-responsive.

Other Items -

1. Address and functional description of all facilities located within with City of Gulfport.
2. A copy of the latest audited annual report.
3. Web-site address of demo version of electronic banking functions, CD-rom or availability of on-site demo.

IV. CRITERIA FOR SELECTION

1. Cost of Services versus Investment Return
2. Organizational Qualifications
3. Experience and Technical Expertise

V. CONTRACT ADMINISTRATION

A. Expenses of Preparing Responses to this RFP

The City of Gulfport accepts no responsibility for any expenses incurred by the responders to this RFP in the preparation of their responses. Such expenses are borne exclusively by the responders.

B. Submittal Instructions

Proposals must be submitted in three (3) paper and one electronic version to the Purchasing Office, 1410 24th Avenue, Gulfport, MS 39501, no later than 10:00 am on December 29, 2015, after which time they will be delivered to the Selection Committee. Any proposal submitted after the date and time as noted will be returned unopened.

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and the mandatory terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firm who is most responsive to the herein described needs of the City.

All proposals submitted under this RFP shall become the property of the City of Gulfport and will not be returned

A. Proposal Duration

Proposals submitted in response to this RFP must be valid for a period of ninety (90) days from proposal submission deadline, and must be so marked.

B. Acknowledgement of Addenda

Addenda may be issued in response to changes in the Request for Proposals. Addenda must be acknowledged by signing and returning the addenda form. Acknowledgements must be received no later than the proposal due date. If acknowledgments are returned with the proposal, they must be submitted with the technical proposal only. Failure to properly acknowledge any addendum may result in a declaration of non-responsiveness by the Governing Authority.

VI. AWARD OF CONTRACT

A selection committee will review and rate all proposals and may determine an interview list of the firms whose proposal are highest rated based on qualifications and information provided in Section III., Proposal Format and Section IV., Criteria for Selection.

Interview listed firms will be scheduled for oral presentation to the selection committee, not to exceed one hour's duration, responding to questions from the selection committee relevant to the firm's proposal.

The selection committee may then rescore all interview-listed firms based on the information submitted and oral interview, and will compile a new list ranking those firms. After all rating is completed, the committee will open cost proposals of only the final short listed firms and will include the cost proposal information along with its recommendation to the Administration and City Council, who will make the final decision as to award of

Contract.

Authorizations

Proposals are to be signed by those officials and agents duly authorized on behalf of their respective institutions to sign proposals and contracts.

Contract Period

The contract period shall be from the date of award (anticipated to be January 1, 2016) through December 31, 2017.

Holiday Schedule

A holiday schedule as adopted by the City of Gulfport is included and shall be considered a part of the contract documents.

Cancellation

The City may terminate this contract at any time without cause, in whole or in part, upon giving the (insert firm/individual) a thirty (30) day written notice. Upon such cancellation, the (insert firm/individual) shall immediately cease services at the conclusion of the thirty

(30) day notice period. The City shall be liable and responsible to the (insert firm/individual) only to the extent of work already performed. Should services be unsatisfactory or untimely, the City shall have the right to cancel the services immediately pursuant to a written notice that identifies the failure to the (insert firm/individual). Cancellation shall not release the OFFEROR from legal remedies available to the City.

Disqualification of Proposer

Although not intended to be an inclusive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a proposer and the rejection of his proposal:

1. Evidence of collusion among proposers.
2. Lack of competency as revealed by either financial statements and/or experience as submitted or other factors.
3. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
4. Default or termination on a previous contract for failure to perform or otherwise.

Questions

Questions regarding this RFP should be directed to the Purchasing Office by [email: cdebenport@gulfport-ms.a](mailto:cdebenport@gulfport-ms.a) w or facsimile (228) 868-5704, *not less than ten (10) business days* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

Direct Contact

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

Trade Secrets/Proprietary Information

Trade Secrets or Proprietary information submitted by an, offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Mississippi Freedom of Information Act; however, the, offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the City are not "proprietary" or "confidential".* They are considered public information.

Please mark one:

() **No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.

() **Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information. If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret and/or proprietary information. These pages shall be conspicuously labeled "PROPRIETARY INFORMATION" in red ink at the top and bottom center of each page.

Do Not Mark the Whole Proposal Proprietary

The vendor will be and state that he is an equal opportunity employer in all solicitations or advertisements.

VENDOR INFORMATION

Company/Firm Name	
Authorized Rep.-Signature	
Authorized Rep. Print	
Address	
Phone Number	
Facsimile Number	
Email	
Website	

Example of Standard "Projected Timetable"

Description	Date	Time frame
Request city council approval		Within 7 weeks after receipt <i>and</i> review (depending on next available agenda)
Advertisement		1 each week for 2 consecutive weeks
Pre-proposal conference		1 -2 weeks after last advertisement
Questions in writing cut-off		2- days after pre-proposal conference in order to give city ample time to respond before addenda deadline
Amendment/Addendum		No later than 48 hours prior to opening or open date must be extended 5 days
Proposals due		No sooner than the 16th day after the last advertisement, depending on complexity of Scope of Work, this could take longer.
Distribute to selection committee		Depending on complexity and number of submissions - no less than 1 week, no more than 2 weeks.
Grading by selection committee		1-2 weeks
Contract negotiations and placement on agenda for council approval		Within 2 weeks (depending on next available agenda)

NOTE: Time frames may be shortened by requesting approval for "add-on" to agenda

Exhibit A

City of Gulfport Bank Accounts FY 2015 Average Balance

Accounts included in Sweep Investment:

Main Account:

City Depository	\$29,000,000*
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Zero Balance Accounts (Tied to City Depository):

Accounts Payable Clearing	\$ -0-
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Payroll Clearing	\$ -0-
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Group Health Insurance	\$ -0-
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Claims Contingency Fund	\$ 2,000,000
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Community Development Program	\$ 300,000
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Water and Sewer Clearing	\$ 200,000
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Water & Sewer Trust	\$ 3,000,000
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Harbor Clearing	\$ 10,000
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Escrow Deposit Account	\$ 160,000
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Police Forfeiture	\$ 300,000
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Accounts not included in Sweep Investment (Non	-Interest Bearing)
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Acct Pnrfeitel re Funti	\$ 200,000
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Coastal Narcotic Enforcement	\$ 50,000
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Katrina Supplemental CDBG	\$ -0-
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Flexible Spending	\$ 25,000
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Note 1- *Balance higher than usual in FY 2015 due to issuance of bonds. Typically the balance will range between five to ten million.

Note 2 - Average number of monthly checks written is 1,000.

Note 3 - Average monthly lock box transactions are 10,000.

Exhibit B

(Bank Name)

City of Gulfport

Schedule of Proposed Fees

BANKING SERVICE DESCRIPTION	Available YES or NO	FEE	COMMENT
Monthly Maintenance Fee			
Account Debit/Checks written			
Account Credit/Deposits made			
On-Us Items Deposited			
Return Check Charge			
Return Re-Deposit charge			
Stop Payment Charge			
NSF Charge			
Collection Items			
Wire Services			
Positive Pay Services			
Account Reconciliation (Partial)			
Account Reconciliation (Full)			
Bank Internet - Website			
Account Balance Reporting			
Account Transfers			
Stop Payments			
Check Images/Front			
Check Images/Back			
Deposit Images			
ACH Services			
Direct Deposit of Payroll			
Reversal Fees			
ACH Debit Charge			
ACH Credit Charge			
CD Rom Fee			
Sweep Account Fee			
Zero-Balance-Account			
Per Transaction Fee			
Lock Box Services			
Credit Cards for City Travel Usage			
Lock Box Services			
Other			