



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, December 18, 2018

1:30 PM

*Gulfport City Hall
Council Chambers*

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

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

- **Mayor's Report**

Policy Issues

Minutes / Appointments

- 1** Approval of Minutes - for December 4, 2018.
- 2** Ratification - of appointment to the Civil Service Commission.
- 3** Ratification - of appointment to the Memorial Hospital Board of Trustees.
- 4** Ratification - of appointment to the Construction Board of Appeals.
- 5** Ratification - of re-appointment to the Construction Board of Appeals.

Code Enforcement / Planning

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

- 7 Certification of Resubdivision - divide one parcel into two parcels zoned R-1-7.5 (Single-family): located north of and adjacent to East Beach Boulevard, south of 2nd Street, east of Kelly Avenue, and west of Olive Avenue - Case # 1807PC078 - in Ward 2.
- 8 Acceptance for Perpetual Maintenance - Carriagewood Subdivision public improvements, excluding the roadway, release of the \$4,500 warranty bond, and transfer of streetlight account to the City of Gulfport. Anew bond is required, in the amount of \$2,900, to cover the roadway for 2 more years - Case # 1709PC106 - Ward 4.

Ordinances

- 9 Ordinance - rezone a tax parcel from R-1-15 (Single-Family Residence) to R-1-7.5 (Single-Family Residence): located south of and adjacent to O'Neal Road, north of Westminster Boulevard, east of and adjacent to Three Rivers Road, and west of Latimer Road - Case # 1811PC125 - Ward 6.
- 10 Ordinance - rezone a tax parcel from R-1-10 (Single Family Residence) to T4+ (General Urban Zone "Plus"): located south of O'Neal Road, north of Kinder Drive, east of Tomahawk Trail, and west of and adjacent to Preservation Drive - Case # 1811PC127 - Ward 6.
- 11 Ordinance - amending Ordinance No. 2821 to modify the City's "Fiber Optic Initiative", and for related purposes.
- 12 Ordinance - granting a Non-Exclusive Franchise to Telepak Networks, Inc., and for related purposes.
- 13 Ordinance - providing for the salary of compensation for certain employees of the City of Gulfport, Mississippi, and for related purposes.

Resolutions

- 14 Order - by the Gulfport City Council, pursuant to Miss. Code Ann. §17-21-5(2), (rev. 2003, as amended), authorizing an exemption from municipal ad valorem taxes, excluding school district taxes, based on the increase in assessed value for qualifying capital improvement investments in qualifying structures in the designated redevelopment district, south of the CSX railroad tracks extending from the western city boundary to the eastern city boundary of the newly constructed structure located at 604 East Beach Boulevard, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 0911F-01-021.000.

- 15** Resolution - awarding bid and approving contracts for Term Contract Group C - Sundry Road Materials.
- 16** Resolution - awarding bid and approving contracts for Term Contract Group C1 - Limestone.
- 17** Resolution - awarding bid and approving contracts for Term Contract Group C3 - Hot Bituminous Pavement.
- 18** Resolution - awarding bid and approving contracts for Term Contract Group C8 - Infield, Track and Walkway Materials.
- 19** Resolution - awarding bid and approving contracts for Term Contract Group J - Ductile or Cast Iron Grates and Frames.
- 20** Resolution - awarding bid and approving contracts for Term Contract Group J1 - Water & Sewerline Supplies.
- 21** Resolution - awarding bid and approving contracts for Term Contract Group J2 - Pre-Cast Manholes.
- 22** Resolution - awarding bid and approving contracts for Term Contract Group K - Sewage Control Panels and Pumps.
- 23** Resolution - awarding bid and approving contracts for Term Contract Group N - Chlorine.
- 24** Resolution - awarding bid and approving contracts for Term Contract Group N1 - Water Purification.
- 25** Resolution - awarding bid and approving contracts for Term Contract Group P - Street Marking Signs.
- 26** Resolution - awarding bid and approving contracts for Term Contract Group U - Electronic Equipment.
- 27** Resolution - awarding bid and approving contracts for Term Contract Group Z - Portable Restrooms.

- 28** Resolution – approving Agreement with Coast Transit Authority for the 2018 Gulfport Harbor Lights Winter Festival, authorizing the Mayor to execute said Agreement, and for related purposes.
- 29** Resolution - approving Agreement to Enter Franchise Agreement with Telepak Networks, Inc., authorizing the Mayor to execute the same, and for related purposes.
- 30** Resolution - approving Contract & Agreement between the City of Gulfport and Mississippi Delta Shows, LLC, authorizing the Mayor to execute the same, and for related purposes.
- 31** Resolution - approving Change Order #1 to Contract with W.C. Fore Trucking, Inc., for Brickyard Bayou Drainage Improvements Project - Phase 2B, authorizing the Mayor to execute said Change Order, and for related purposes.
- 32** Resolution - approving Change Order #5 (Summary) to Contract with Moran Hauling, Inc., for Coffee Creek Drainage Improvements Project, authorizing the Mayor to execute said Change Order, authorizing payment of Pay Application #14 (final), and for related purposes.
- 33** Resolution - approving Tenth Amendment to the City's Contract with Utility Partners, LLC, to adjust contract amount, authorizing the Mayor or Designee to execute said Contract Amendment, and for related purposes.
- 34** Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at The Gulf Coast Symphony Orchestra, INC., and for related purposes.
- 35** Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at the 2019 Martin Luther King Parade, and for related purposes.
- 36** Resolution - authorizing negotiations to acquire real property interests and easements and to do any acts necessary and legal, including prosecution in Special Court of Eminent Domain, to obtain title for the City under Miss. Code Ann. § 11-27-81, Et Seq., and, if necessary, to expedite the "Three Rivers – Duckworth Road Sewer Project", to authorize special checks to acquire the property interests stated herein, and for related purposes.

- 37 Request - authorization to Advertise for Bids for Downtown Streetscape Improvements Project - Phase 3B.

Budget Amendments / Docket of Claims

- 38 Budget Amendment #16 - to increase the County/Local Operating Supplies from funds received from restitution payments on several drug related arrests.
- 39 Budget Amendment #17 - to increase County/Local Operating Supplies from funds received from County Shared Revenue associated with funds forfeited by defendants of drug arrests.
- 40 Docket of Claims- to be approved through December 19, 2018.

Routine Agenda

- 41 Resolution - awarding bids for lot clean-ups and/or demolitions.
- 42 Associated Adjusters Check Registers - for workers' comp and general liability claims paid during November, 2018 - to be made a part of the minutes.
- 43 Bi-Weekly Payroll Report - for the month of November, 2018 - to be made a part of the minutes.
- 44 Year-to-Date Budget Report - for the Month of October, 2018 - to be made a part of the minutes.
- 45 Letter - regarding bid awarded by Purchasing to SHI International Corporation for Server / Information Systems - to be made a part of the minutes.
- 46 Conveyance Deed - regarding transfer of ownership of space in Pineridge Gardens and Evergreen Gardens.

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

- Mrs. Estelle Rita Papania

Executive Session

Setting of Next Meeting and Adjournment



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
City Council

Date: 12/10/2018

Subject: Approval of Minutes - for December 4, 2018.

Recommendation:



City of Gulfport, Mississippi

Minutes City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, December 4, 2018

1:30 PM

*Gulfport City Hall
Council Chambers*

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

The Members of the Council met at City Hall at 1:30 P.M., on the above date, same being an adjourned meeting from a Regular Council Meeting held on November 20, 2018 at 1:30 P.M.

Present: Mayor Billy Hewes, General Counsel Hugh Keating, **Councilmembers:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, and Cara Pucheu.

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

Agenda Order

Motion to Accept the Agenda with the following adjustment; add item 3 - A - Resolution - approving an Application to the Emergency Road & Bridge Repair Fund Program, Moved By Myles Sharp, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Presentation Agenda

The President called for the Mayor's Report.

1. **Moment of Silence in memory of our 41st President, George H. W. Bush.**
2. **Melvin Evans Service Award presented to Cephus Finklea for 30 years of service by Director of Public Works Wayne Miller.**
3. **Upcoming events:**
 - a. Saturday, December 8 – Christmas on the Bayou – 6 P.M. all along the bayou in Gulfport!
 - b. Fishbone Alley Movie Night – Saturday, December 8 – “Christmas in Mississippi” filmed right here in Gulfport! Movie begins at 6:30 P.M. on 14th Street in front of Fishbone Alley! Weather Permitting!

4. **Gulfport Harbor Lights** – open 7 days a week starting at 5:30 pm!

Dates to Remember:

- o Sunday night - "School Spirit Night" – wear your school colors and bring your School ID for a \$5 entry fee!
- o Monday night – "Unlimited Ride Night" and Senior Citizen Night
- o Tuesday night – Military Night - bring your military ID for a \$5 entry!
- o Wednesday night - "Locals Appreciation Night" – bring your Mississippi state-issued ID/DL and get in for \$5!

This concluded the Mayor's Report.

Policy Issues

Minutes

- 1 Approval of Minutes - for November 20, 2018.

Motion to Approve the Minutes for November 20, 2018, Moved By Cara Pucheu,
Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Code Enforcement

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

Motion to Open the Code Enforcement Hearing, Moved by R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

There being no one present to object or address the Council, Motion to Close the Hearing and Approve the Resolution, Moved by Ella Holmes-Hines, **Seconded by** Kenneth Casey.

Vote: Motion Carried By Unanimous Roll Call Vote

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

Resolutions

- 3** Resolution - approving Memoranda of Understanding between Memorial Hospital at Gulfport and the City of Gulfport, authorizing the Mayor to execute and deliver the same on behalf of the City of Gulfport, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

- 3 - A** Resolution - approving an Application to the Emergency Road & Bridge Repair Fund Program.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

- 4** Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at the 2019 Martin Luther King Parade, and for related purposes.

Motion to Suspend the Rules, Moved By Kenneth Casey, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

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

The following citizen(s) addressed the Council:

- James Crowell
- Allytra Perryman

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

Vote: Motion Carried By The Following Roll Call Vote

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

Nay: Ella Holmes-Hines

Motion to Reconsider to properly style as a motion to postpone, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By The Following Roll Call Vote

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

Nay: Ella Holmes-Hines

Motion to Postpone until the next meeting, Moved By Myles Sharp, Seconded by R.Lee Flowers

Vote: Motion Carried By The Following Roll Call Vote

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

Nay: Ella Holmes-Hines

- 5 Request – approving proposed Water and Sewer Fund and Paving Projects for FY 2019, and for related purposes.

Motion to Approve Request approving proposed Water and Sewer Fund and Paving Projects for FY 2019, and for related purposes, Moved By Myles Sharp, Seconded by Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

- 6 Request - to approve recommendation regarding RFP for City Depository.

Motion to Approve Request to approve recommendation regarding RFP for City Depository, Moved By Cara Pucheu, Seconded by Ella Holmes0

Vote: Motion Carried By Unanimous Roll Call Vote

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

Docket of Claims

- 7 Docket of Claims - to be approved through December 5, 2018.

Motion to Approve the Docket of Claims, in the amount of \$1,951,583.54, Moved By Cara Pucheu, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Routine Agenda

Motion to Approve the Routine Agenda as presented, with the exception of items 12 and 16, Moved By R.Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

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

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

Approved on Routine Agenda

- 9 Ratification - of GRC Line of Credit Expenditures - to be made a part of the minutes.

Approved on Routine Agenda

- 10 Public Records Report - for the month of October, 2018 - to be made a part of the minutes.

Approved on Routine Agenda

- 11 Approval - of 2019 City of Gulfport Calendar - to be made a part of the minutes.

Approved on Routine Agenda

- 12 Legal Notice - request to re-advertise for Gaston Point Gym Floor Replacement.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

- 13 Letter - regarding bid awarded by Purchasing to Eagle Mechanical Inc. for Heat Pump System - Leisure Services - to be made a part of the minutes.

Approved on Routine Agenda

- 14 Letter - regarding bid awarded by Purchasing to Strohman Enterprise Inc. for Weapon Lights - Police Department - to be made a part of the minutes.

Approved on Routine Agenda

- 15** Request - to purchase a Dual Purpose Canine for the Police Department.

Approved on Routine Agenda

- 16** Request - a temporary change fund for the Daddy Daughter Dance on February 8th and 9th, 2019.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

- 17** Warranty Deed - from A&B Investments and Leroy B. Letcher (Canal Road Property) - to be made a part of the minutes.

Approved on Routine Agenda

Public Agenda

The President called for comments during the Public Agenda.

No Citizen(s) addressed the Council at this time.

This concluded the Public Agenda.

Council Comments

Memorial Adjournment

- Ms. Eula Whitehead Pigg
- Mr. G. Roderick "Rod" Leslie

Executive Session

General Counsel advised that there was a need to enter Executive Session to discuss possible litigation involving the City of Gulfport vs (1) James Petite, (2) Jaelyn White, (3) Jarius Washington, and (5) Nguyen, possible settlement of City of Gulfport vs Joshua Harper, status update related to Steven Jenkins vs City of Gulfport, and possible settlement of suit. Upon hearing from Counsel, Motion to enter Executive Session at 2:43 P.M., Moved By Myles Sharp, Seconded by Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

The Council entered Executive Session at 2:45 P.M. In attendance: Member of the Council: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, and Cara Pucheu, Mayor Billy Hewes, CAO Dr. John Kelly (in at 2:49 P.M.), General Counsel Hugh Keating, City Attorney Jeff Bruni, Assistant City Attorney Dustin Uselton, Director of Public Works Wayne Miller (out at 2:46 P.M.), Clerk of Council Brittany Rodgers, and Deputy Clerk of Council Cheryl Johnson.

***Councilmember Sharp recused and removed himself during the discussion of the property damage claim of City of Gulfport vs Joshua Harper.**

Motion to exit Executive Session at 2:56 P.M., Moved By Myles Sharp, Seconded by Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

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

Upon reconvening in an open meeting, the following actions were taken:

Motion to retain the services of William E. Whitfield, III, Esq. and the law firm of Copeland, Cook, Taylor & Bush, P.A. to serve as counsel for and to represent the interests of employees of the City of Gulfport, Mississippi, including Brantley Cumberland and Shaun Sebring, in the pending lawsuit filed against them in the local Federal Court by Stephen Jenkins at hourly rates not exceed \$165.00 for partners, \$145.00 for associates, and \$80.00 for paralegals, Moved By Myles Sharp, Seconded by R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote

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

Motion to authorize the City Attorney's Office to take any and all actions necessary, including the filing of any lawsuits, and authorize the expenditure of monies to go towards the payment of any necessary court costs and fees, as well as any other expenses, to recover damages against Jarius Washington in the amount of \$2,386.20 as a result of an accident on September 12, 2018 resulting in damage to Gulfport Water Utility Truck Unit 2435, Moved By Myles Sharp, Seconded by R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote

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

Motion to authorize the City Attorney's Office to take any and all actions necessary, including the filing of any lawsuits, and authorize the expenditure of monies to go towards the payment of any necessary court costs and fees, as well as any other expenses, to recover damages against Jaelyn White and James Loew, Jr. in the amount of \$1,570.14 as a result of an accident on June 12, 2018 whereby Jaelyn White was driving a car owned by James Loew, Jr. and struck a city owned fire hydrant, Moved By Myles Sharp, Seconded by R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote

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

Motion to authorize the City Attorney's Office to take any and all actions necessary, including the filing of any lawsuits, and authorize the expenditure of monies to go towards the payment of any necessary court costs and fees, as well as any other expenses, to recover damages against James Petite in the amount of \$13,962.00 as a result of an accident on May 6, 2018 resulting in damage to a city owned control box, Moved By Myles Sharp, Seconded by R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote

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

Motion to authorize the City Attorney's Office to take any and all actions necessary, including the filing of any lawsuits, and authorize the expenditure of monies to go towards the payment of any necessary court costs and fees, as well as any other expenses, to recover damages in the amount of \$6,564.45 as a result of the breach of contract and default by Sheena Nyugen relating to the Vessel Dockage Agreement with the City of Gulfport Municipal Marina, Moved By Myles Sharp, Seconded by R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote

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

***Councilmember Sharp recused and removed himself from the Chambers during the vote on this item.**

Motion to authorize the City Attorney's Office to take whatever steps may be required to resolve the City's property damage claim against Joshua Harper arising out of an accident on October 26, 2018, involving Gulfport Police Department Unit 4018, for the total sum of \$5,961.00, and the Mayor be authorized to execute any and all releases and/or title as may be required to effectuate settlement of the claim, Moved By R.Lee Flowers, Seconded by Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp (recused)

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn in memory of Ms. Eula Whitehead Pigg and Mr. G. Roderick "Rod" Leslie, until December 18, 2018 at 1:30 P.M. for a Regular Council Meeting, Moved by R.Lee Flowers, Seconded by Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

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

City Clerk

Mayor

Agenda Adjustments

- 3 - A** Resolution - approving an Application to the Emergency Road & Bridge Repair Fund Program.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
Administration

Date: 12/12/2018

Subject: Ratification - of appointment to the Civil Service Commission.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
Administration

Date: 12/12/2018

Subject: Ratification - of appointment to the Memorial Hospital Board of Trustees.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
Administration

Date: 12/12/2018

Subject: Ratification - of appointment to the Construction Board of Appeals.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
Administration

Date: 12/12/2018

Subject: Ratification - of re-appointment to the Construction Board of Appeals.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 12/07/2018

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: December 7, 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 18th day of December, 2018.

Please place the attached item on the Council agenda for December 18, 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: December 7, 2018

To: Mayor Billy Hewes
City Council Members

From: Code Enforcement

RE: Resolutions declaring property in a state of uncleanliness to be a menace to the public health and safety of the community and authorizing lot clean-up and/or demolitions and for approval to advertise for bids to be presented on the 18th day of December, 2018, to the City Council:

WARD 1

- Parcel 1: 0711K-01-056.000. Lot 22, Owen Homes Subd. - 1440 Genevieve Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Farmer's Leasing LLC)
- Parcel 2: 0711J-07-021.000. Lots 31-33, Blk. 3, Hinestown – 4410 West Railroad Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Executive Action Inc.)
- Parcel 3: 0711G-04-062.002. Lot 8, Blk. 5, Jonestown McCaughan Add. - 2009 46th Avenue. Repair or remove inoperable vehicle(s) from site. (HJ Bergeron Inc.)
- Parcel 4: 0711G-01-039.000. Lots 3-4, Blk. 2, Jonestown McCaughan Add. – 2017 43rd Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Simmons)
- Parcel 5: 0811E-03-030.000. Lots 5-6, Blk. 142, Original Gulfport – 1715 32nd Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Ferguson)

WARD 2

- Parcel 6: 0711N-02-070.000. 615 Ruth Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Sanders)
- Parcel 7: 0711I-02-105.002. S 80 Ft. of Lots 21-22, Blk. 8, Edgewater Park Add. – 9th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Halderman)
- Parcel 8: 0811A-05-043.000. Lot 8, Blk. 18, Broad Acres – 2503 Kenneth Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Cataldi)
- Parcel 9: 0811A-05-050.001. Lot 10, Blk. 8, Broad Acres Subd. – 1263 Pass Road. Remove all trash and miscellaneous debris from site. (El Dorado Oil & Gas Inc.)
- Parcel 10: 0811H-02-010.000. Lots 11-12, Blk. 5, East Gulfport – 1217 3rd Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Ryan)

WARD 3

- Parcel 11: 0810N-04-064.000. 2522 28th Street. Repair or remove inoperable vehicle(s) from site. Remove all trash and miscellaneous debris from site. (Payne)

WARD 4

- Parcel 12: 0910N-01-018.001. 3205 F Avenue. Board up and secure all openings. (Christina Trust as Custodian)

WARD 7

- Parcel 13: 0708A-01-013.000. 16078 Phifer Lane. Cut and clean grounds and remove all miscellaneous debris from site. Remove used appliances from site. (Johnson & Mansfield)
- Parcel 14: 0808A-01-016.000. 12357 Three Rivers Road. Board up and secure

all openings. Cut and clean grounds and remove all miscellaneous debris from site. (Hornsby)

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 **18th** day of **December, 2018**, the following Resolution:

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

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

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

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

- Parcel 1: 0711K-01-056.000. Lot 22, Owen Homes Subd. - 1440 Genevieve Drive. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Farmer's Leasing LLC)
- Parcel 2: 0711J-07-021.000. Lots 31-33, Blk. 3, Hinestown – 4410 West Railroad Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Executive Action Inc.)
- Parcel 3: 0711G-04-062.002. Lot 8, Blk. 5, Jonestown McCaughan Add. - 2009 46th Avenue. Repair or remove inoperable vehicle(s) from site. (HJ Bergeron Inc.)
- Parcel 4: 0711G-01-039.000. Lots 3-4, Blk. 2, Jonestown McCaughan Add. – 2017 43rd Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Simmons)
- Parcel 5: 0811E-03-030.000. Lots 5-6, Blk. 142, Original Gulfport – 1715 32nd Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Ferguson)
- Parcel 6: 0711N-02-070.000. 615 Ruth Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Sanders)
- Parcel 7: 0711I-02-105.002. S 80 Ft. of Lots 21-22, Blk. 8, Edgewater Park Add. – 9th Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Halderman)
- Parcel 8: 0811A-05-043.000. Lot 8, Blk. 18, Broad Acres – 2503 Kenneth

- Avenue. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Cataldi)
- Parcel 9: 0811A-05-050.001. Lot 10, Blk. 8, Broad Acres Subd. – 1263 Pass Road. Remove all trash and miscellaneous debris from site. (El Dorado Oil & Gas Inc.)
- Parcel 10: 0811H-02-010.000. Lots 11-12, Blk. 5, East Gulfport – 1217 3rd Street. Cut and clean grounds and remove all trash and miscellaneous debris from site. (Ryan)
- Parcel 11: 0810N-04-064.000. 2522 28th Street. Repair or remove inoperable vehicle(s) from site. Remove all trash and miscellaneous debris from site. (Payne)
- Parcel 12: 0910N-01-018.001. 3205 F Avenue. Board up and secure all openings. (Christina Trust as Custodian)
- Parcel 13: 0708A-01-013.000. 16078 Phifer Lane. Cut and clean grounds and remove all miscellaneous debris from site. Remove used appliances from site. (Johnson & Mansfield)
- Parcel 14: 0808A-01-016.000. 12357 Three Rivers Road. Board up and secure all openings. Cut and clean grounds and remove all miscellaneous debris from site. (Hornsby)

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: December 7, 2018

Re: **Resubdivision 1807PC078:** Heinrich & Associates LLC., agent for John Hopkins, property owner, requests to divide the 38,528 square-foot tax parcel 0811H-02-046.000 into two parcels zoned R-1-7.5 (Single-family): located north of and adjacent to East Beach Boulevard, south of 2nd Street, east of Kelly Avenue, and west of Olive Avenue, in Ward 2.

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Anthony

Second: Mr. Jones

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

Action: Motion was carried unanimously

Speaking for the Petition:

1. Bobby Heinrich

Speaking against the Petition: None

On November 15, 2018, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for December 18, 2018.

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 1807PC078

Hearing Date: November 15, 2018

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

Legal: Heinrich & Associates LLC., agent for John Hopkins, property owner, requests to divide the 38,528 square-foot tax parcel 0811H-02-046.000 into two parcels zoned R-1-7.5 (Single-family); located north of and adjacent to East Beach Boulevard, south of 2nd Street, east of Kelly Avenue, and west of Olive Avenue, in Ward 2.

TECHNICAL DETAILS

As proposed, the applicant would like to divide a 38,528 square-foot parcel into two parcels, each with over 19,000 square feet. Each of these two new parcels would be narrower than the subdivision ordinances allow. The applicant applied for a variance (case number 1807ZB077) to allow the property widths to be less than 60 feet at the building setback line. This variance was denied by the Zoning Board of Adjustments and Appeals; however, the applicants appealed this denial, and the City Council reversed the decision at their October 2, 2018, meeting. A single-family residence existed on this parcel before Katrina, as can be seen in 2001 Aerial Imagery (attached).

The Gulfport Subdivision Regulations require that:

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

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

Any approval should consider these conditions:

1. The Certificate of Resubdivision needs to show the recently dedicated (2016) 15' utility easement.
2. Sewer and water services for each lot must be coordinated with Public Works.
3. Water and sewer construction must go through Public Works.
4. Must meet current Building Codes and City of Gulfport Ordinances.
5. All construction shall comply with all Building codes.

Technical Report

Resubdivision

DEPARTMENTAL CONDITIONS

Engineering:

The Certificate of Resubdivision needs to show the recently dedicated (2016) 15' utility easement. Sewer and water services for each lot must be coordinated w/ Public Works. Memo dated 12 October 2018.

Public Works:

Water and sewer construction must go through Public Works. Memo dated 12 July 2018.

Go through Public Works for all water and sewer connections. Memo dated 12 October 2018.

Traffic and Safety:

No conditions. Memo dated 12 October 2018.

Building Code Services:

Must meet current Building Codes and City of Gulfport Ordinances. Memo dated 9 July 2018.

All construction shall comply with all Building codes. Memo dated 8 October 2018.

GIS:

No conditions. Memo dated 11 July 2018.

Police Department:

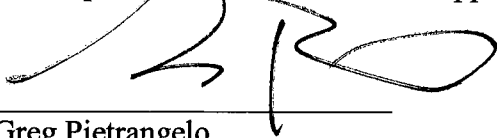
No conditions. Memo dated 9 October 2018.

Fire Department:

No conditions. Memo dated 17 October 2018.

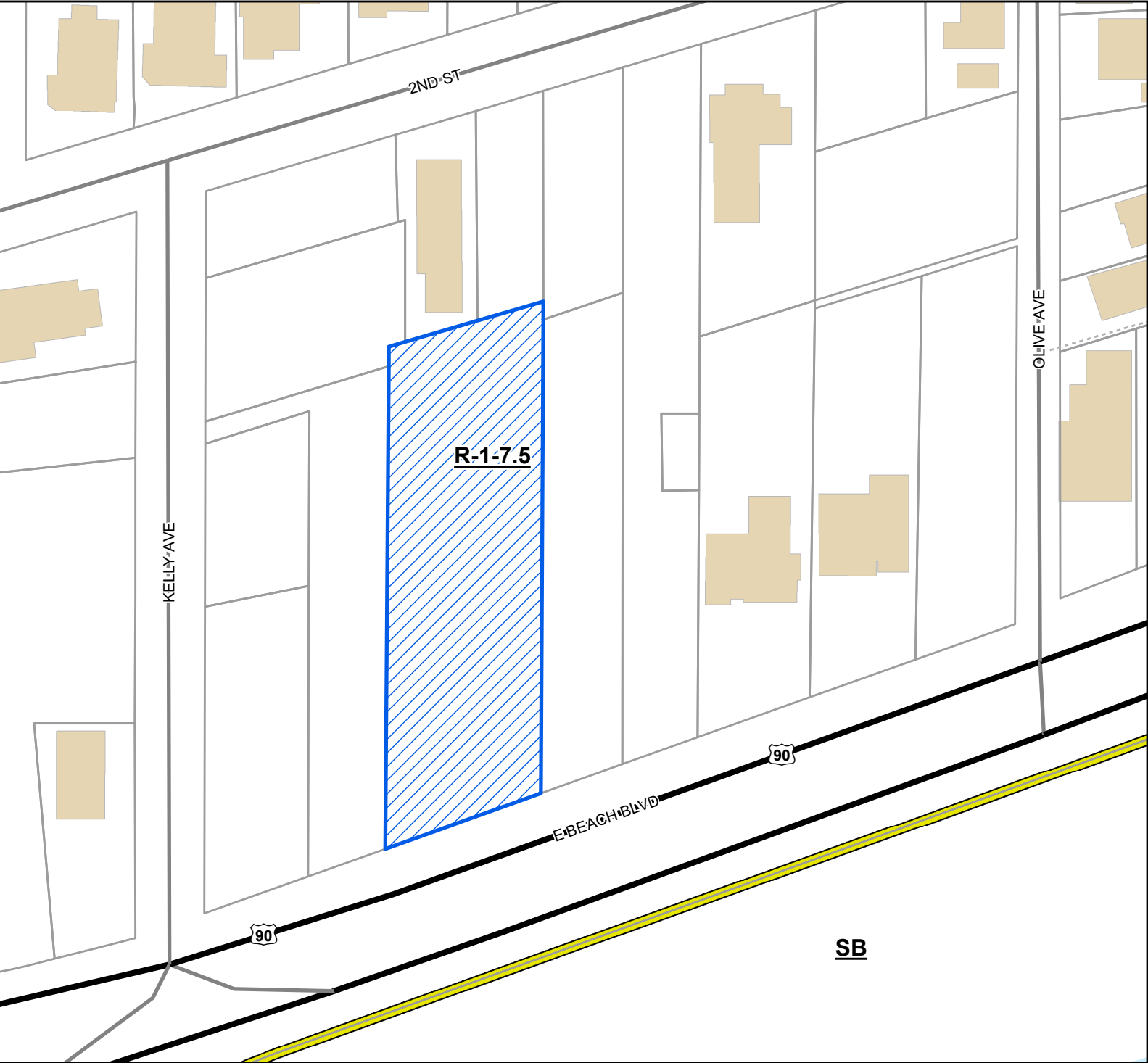
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo

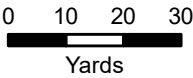
Director of Urban Development Department



Legend

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

Site Information
 0811H-02-046.000
 Zoning: R-1-7.5 (Single-family)
 Size: 38,528 square feet
 Flood: AE, 0.2% Annual



1 inch = 100 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 RESUBDIVISION

Property Information

TAX PARCEL #

0	8	1	1	H	-	0	2	-	0	4	6	•	0	0	0
					-			-				•			
					-			-				•			

For Staff Use Only

Case File #: 1807PC 078

Date Received: 6-6-18

Receipt #: _____

Received By: TL

Zoning: R-1-7.5

Ward: 2 Flood: AE, Q28

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:

To divide the property in to 2 separate parcels.

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
Printed Name Of Owner

3303 A Avenue
Mailing Address

Gulfport MS 39507
City State Zip code

Home Phone Work/Cell Phone

Email

[Signature]
Signature Of Owner

AGENT

Robert Heinrich w/ Heinrich & Associates, LLC
Printed Name Of Agent

370 Courthouse Road, Ste. 104
Mailing Address

Gulfport, MS 39507
City State Zip code

228-896-6768
Home Phone Work/Cell Phone

bobby.h@heinrichassociates.net
Email

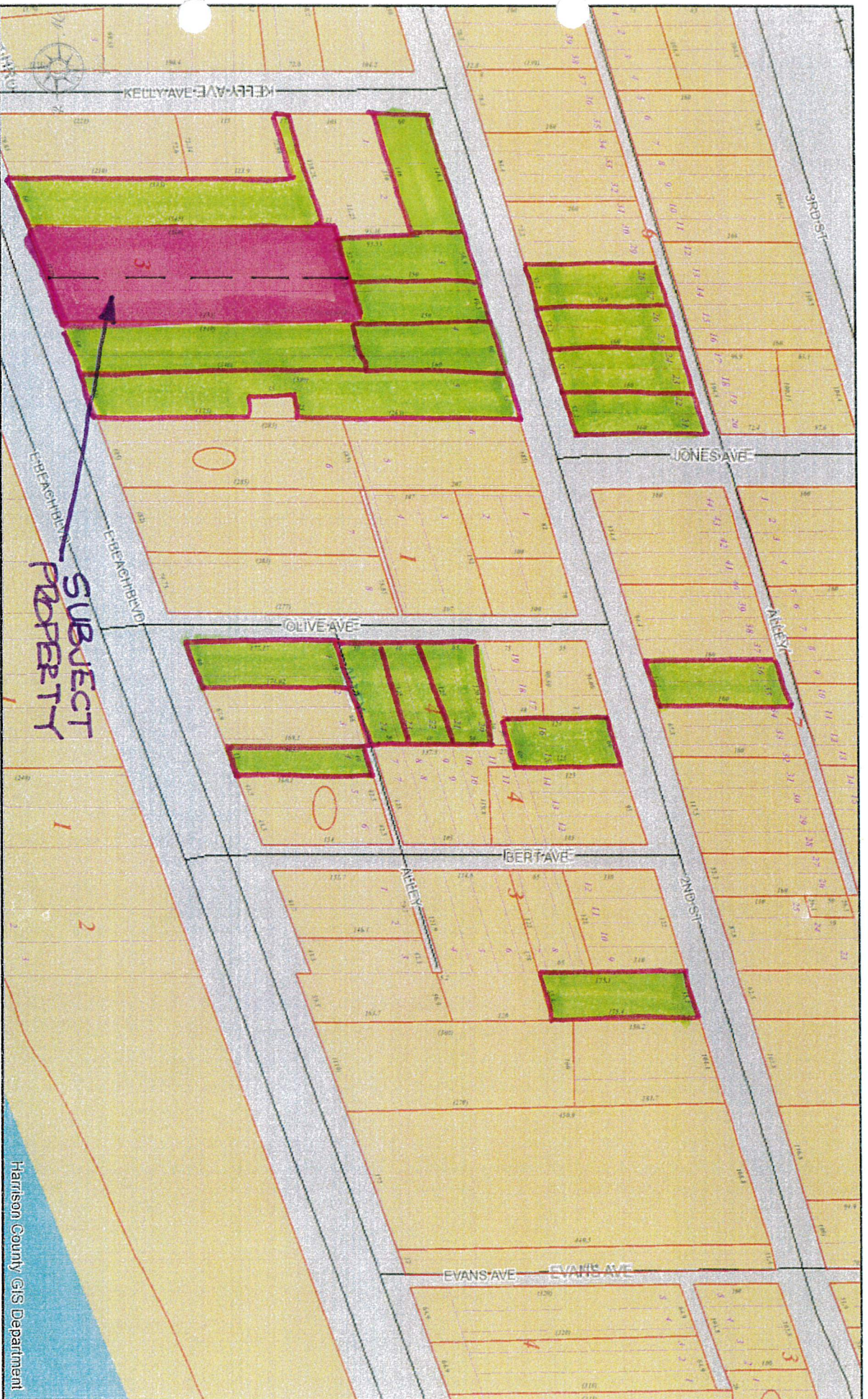
[Signature]
Signature Of Agent

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.

Hopkins

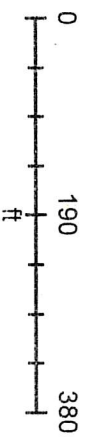


HARRISON COUNTY, MISSISSIPPI

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



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.

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 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



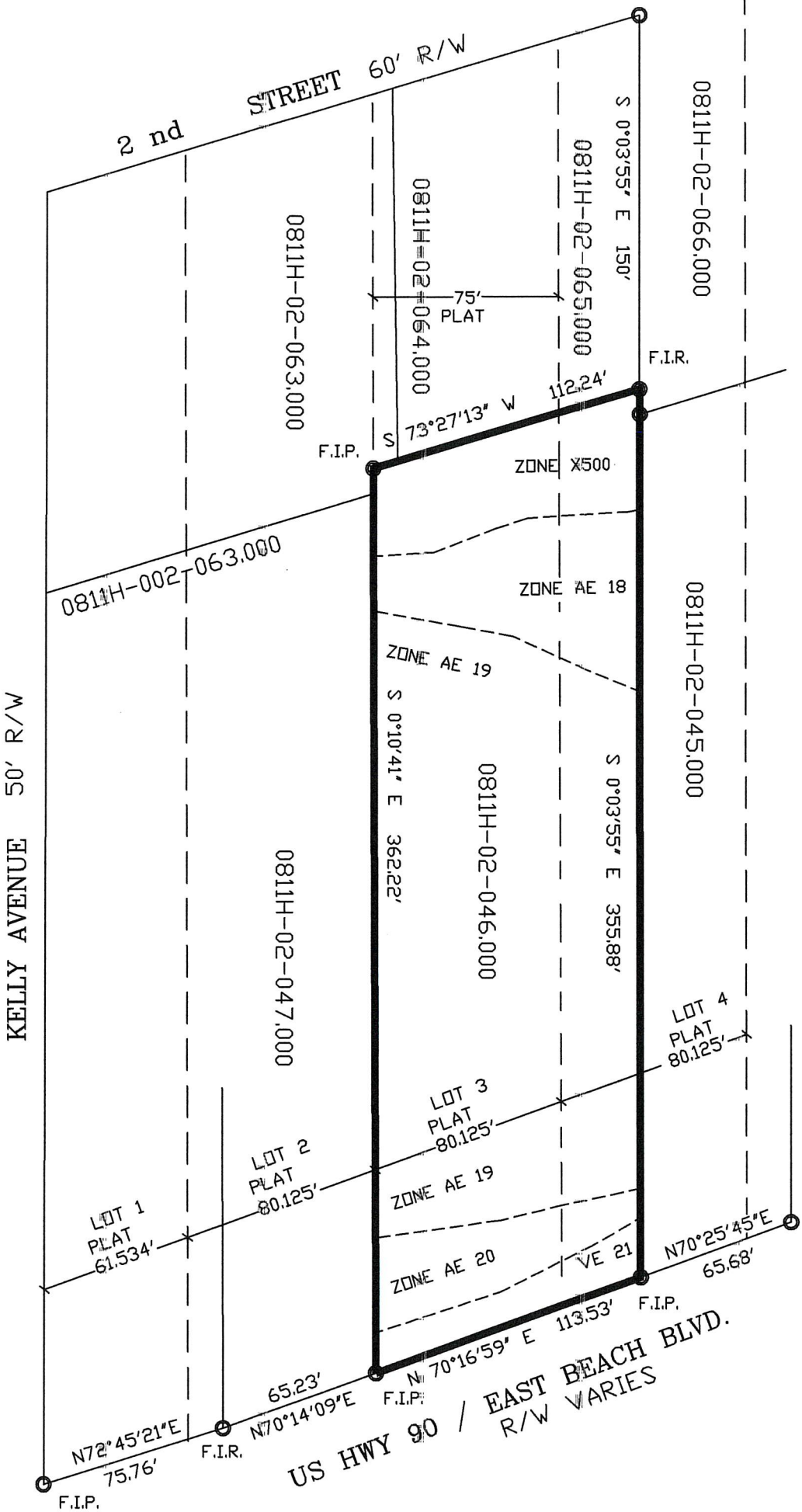
SHEET 1 OF 3

LS LARRY SMITH
LAND SURVEYING
105 N. KERN DRIVE GULFPORT MS. 39503 PHONE: (228) 832-9643

**BOUNDARY, TOPOGRAPHIC
CONSTRUCTION LAYOUT**

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



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:

PARCEL "A"

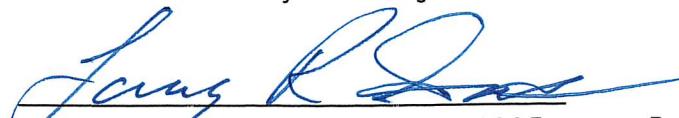
Commencing at an Iron pipe found at the intersection of the north margin of US Highway 90 with the East margin of Kelly Avenue; thence N72°45'21"E, along the North margin of US Highway 90 a distance of 75.76 feet to an Iron rod; thence Continue along the said North margin of US Highway 90, N70°14'09"E 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 beginning. 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 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 2 OF 3

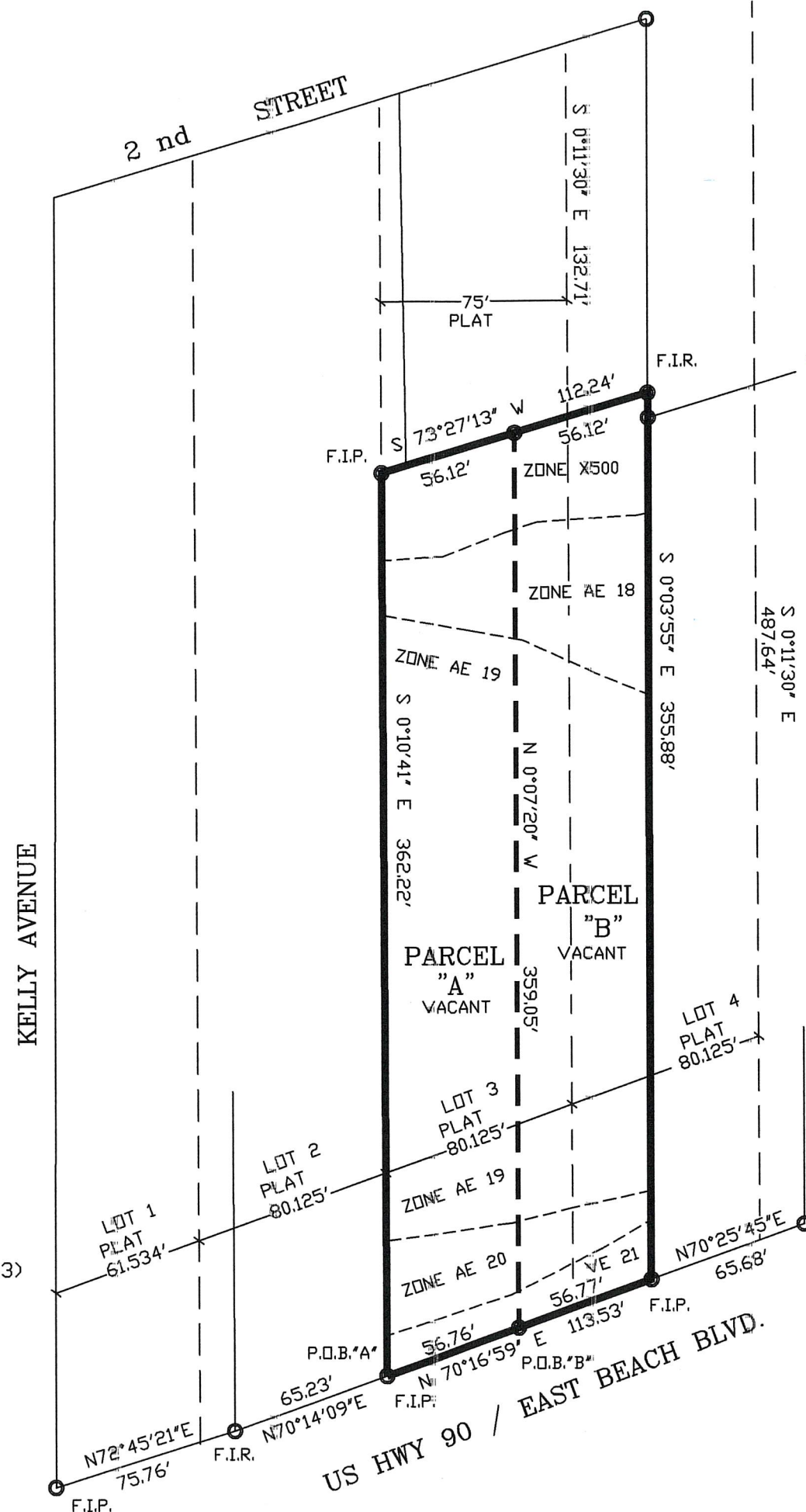
SCALE: 1"=60'

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



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 velorem 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 Commision, 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

**John Hopkins
3303 A Avenue
Gulfport, MS 39507**

June 4, 2018

City of Gulfport
Urban Development – Planning Division
1410 24th Ave., Hardy Building
Gulfport, MS 39501

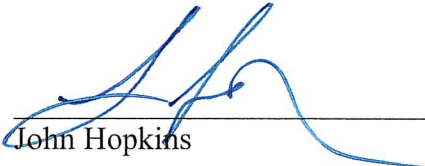
**RE: Tax Parcel #: 0811H-02-046.000
Gulfport, Mississippi**

To Whom It May Concern:

To my knowledge, there are no restrictive covenants on the above referenced property that would prohibit it from being resubdivided.

If you have any questions, please call me at 228-863-8723.

Sincerely,



John Hopkins



Notary





URBAN DEVELOPMENT
PLANNING DIVISION

October 5, 2018

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

John Hopkins (Owner)
3303 A Ave
Gulfport, MS 39507

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

RE: Resubdivision 1807PC078: Heinrich & Associates LLC., agent for John Hopkins, property owner, requests to divide the 38,528 square-foot tax parcel 0811H-02-046.000 into two parcels zoned R-1-7.5 (Single-family): located north of and adjacent to East Beach Boulevard, south of 2nd Street, east of Kelly Avenue, and west of Olive Avenue, in Ward 2.

To Whom It May Concern:

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

The City of Gulfport Planning Commission will hold a public hearing to consider the above request at 4:30 P.M. on **Thursday, October 25, 2018**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

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

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

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

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

Sincerely,
City of Gulfport Planning Division

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

PPIN	Parcel ID	Name	Address	City	State	ZIP
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
		LEGAL NOTICE PUBLIC HEARING In conformar				

Attention:

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

LEGAL NOTICE PUBLIC HEARING

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

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

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

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

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

Planning Commission Approval 1807PC075: Staci James Hensley and Mary James, property owners, request a photography business as a home occupation at 13333 Twin Dr. on the tax parcel 0807Q-01-13.001 zoned R-1-15 (Single-family): located north of Westin cove, south of Duckworth Road, east of Tara Hills Drive, and west of and adjacent to Twin Drive, in Ward 7.



STATE OF MISSISSIPPI COUNTY OF HARRISON

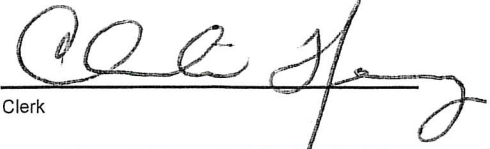
Before me, the undersigned Notary of Harrison County, Mississippi personally appeared CLAUDIA HENRY, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of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

1 Insertion(s)

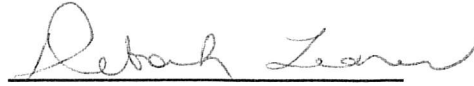
Published On:

July 11, 2018

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


Clerk

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


Notary Public

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

RESUBDIVISION 1807PC078:

Heinrich & Associates LLC., agent for John Hopkins, property owner, requests to divide the 38,528 square-foot tax parcel 0811H-02-046.000 into two parcels zoned R-1-7.5 (Single-family): located north of and adjacent to East Beach Boulevard, south of 2nd Street, east of Kelly Avenue, and west of Olive Avenue, in Ward 2. Final Plat 1807PC079; Robert Heinrich, agent for Blessed Investment Team, LLC, property owner, request a final plat (a re-plat of lots 1-5, 18, 24-29, 31-32, 34-37, & 40-42) of Tracewood Subdivision of 32 lots on parcels 0907M-01-004.001, 0907M-01-004.044, 0907M-01-004.002, 0907M-01-004.045, 0907M-01-004.003, 0907M-01-004.046, 0907M-01-004.004, 0907M-01-004.047, 0907M-01-004.005, 0907M-01-004.048, 0907M-01-004.018, 0907M-01-004.049, 0907M-01-004.024, 0907M-01-004.050, 0907M-01-004.025, 0907M-01-004.051, 0907M-01-004.026, 0907M-01-004.052, 0907M-01-004.027, 0907M-01-004.053, 0907M-01-004.028, 0907M-01-004.029, 0907M-01-004.054, 0907M-01-004.060, 0907M-01-004.031, 0907M-01-004.032, 0907M-01-004.034, 0907M-01-004.035, 0907M-01-004.055, 0907M-01-004.036, 0907M-01-004.037, 0907M-01-004.056, 0907M-01-004.061, 0907M-01-004.040, 0907M-01-004.057, 0907M-01-004.041, 0907M-01-004.058, 0907M-01-004.042, and 0907M-01-004.059, zoned R-2 (Single-family): located north of and adjacent to O'Neal Road, south of Malley Drive, east of Williams Road, west of Holliman Road, Ward 6.

Zoning Text Amendment 1808PC084:

The City of Gulfport requests amendments to the Comprehensive Zoning Ordinance, as amended, Section I. Definitions (B) Words and Phrases - Short Term Rental, and, to amend Section III. District Regulations (J) Chart of Permitted Uses (2) Schedule of uses - Residential: to add Short Term Rental.

General Plan 1705PC052:

Elliott Land Dev. LLC, property owner, requests approval for an 18-lot subdivision (Duckworth South) on the tax parcel 0807K-01-018.000 containing 9.7 acres zoned R-1-15 (Single Family): located north of O'Neal Road, south of and adjacent to Duckworth Road, east of Tara Hills Drive, and west of Aerie Road, in Ward 7. Final Plat 1803PC034; Elliott Homes, LLC, property owner, requests final plat approval for an 18-lot subdivision (Duckworth South) on the tax parcel 0807K-01-018.000 containing 9.7 acres zoned R-1-15 (Single Family): located north of O'Neal Road, south of and adjacent to Duckworth Road, east of Tara Hills Drive, and west of Aerie Road, in Ward 7. This the 5th day of July 2018

Keith Williams, Chairman

City of Gulfport Planning Commission
-0003749531

CITY OF GULFPORT PLANNING COMMISSION

1807PC078

TRANSCRIPT OF HEARING

November 15, 2018

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 15TH DAY OF NOVEMBER 2018
COMMENCING AT 4:30 P.M. AND REPORTED BY
NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

COMMISSION MEMBERS PRESENT:

KEITH WILLIAMS, President
WILLIAM "PRINCE" JONES
B.J. SELLERS
BRANDON ELLIOTT
CHARLIE HEWES
JOHN ANTHONY
HAROLD SPANN
COLETTE TOWLES (LEFT MEETING EARLY, NOT PRESENT)
LANE HENSARLING

STAFF PRESENT:

GREG PIETRANGELO
GREG HOLMES
CORY LONG
SU-LIN BOLIN
MATILDA WELCH

1 14. Resubdivision 1807PC078

2 MS. BOLIN: Item 14, resubdivision 078 has
3 been duly and timely noticed as required by law. The
4 applicant requests to divide 38,528 square foot into two
5 parcels zoned R-1-7.5 single family located north of and
6 adjacent to East Beach Boulevard, south of Second Street,
7 east of Kelly Avenue, and west of Olive Avenue, in Ward 2.
8 A copy of the packet considered is hereby offered into the
9 record.

10 MR. WILLIAMS: Thank you. I almost had to
11 get Martin Goldin back in here to let you get that number
12 right.

13 All right. Mr. Heinrich.

14 MR. HEINRICH: Bobby Heinrich, 370 Courthouse
15 Road.

16 I was here last month, but we had one more
17 day for the appeal thing, and his attorney said ah, let's
18 just, you know.. I wasn't in that big of a hurry, so let's
19 just wait until this meeting. So we wanted to be legal
20 about that.

21 So anyway, we went through the zoning board,
22 and I had asked for a little variance. We're splitting this
23 piece of property into two. Probably three-quarter million
24 dollar homes on the beach. It's very active right now for
25 that.

1 So I'm here to ask for this request for the
2 lot split.

3 MR. WILLIAMS: Any questions?

4 All right. If anything comes up, we'll bring
5 you back up.

6 Anyone else here to speak for the request?

7 Anyone here to speak against this request?

8 Commissioners, questions, comments? Or a
9 motion.

10 MR. ANTHONY: I move we accept the
11 resubdivision in Case File Number 1807PC078.

12 MR. WILLIAMS: All right. Do I have a
13 second?

14 MR. JONES: Second.

15 MR. WILLIAMS: Got a motion and a second.
16 Any further discussion? All those in favor signify by
17 saying aye.

18 (Unanimous vote.)

19 (Towles not present, left meeting early.)

20 MR. WILLIAMS: Any opposed? It's been
21 approved. Thank you.

22

23

24

25

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

1807PC078

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroë, 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 Planning Commission and that the foregoing 3 pages constitute a true and correct transcription of said hearing held on the 15th day of November 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 27th day of November 2018.

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Cory Long, Planner III
Planning & Zoning

Date: 12/07/2018

Subject: Acceptance for Perpetual Maintenance - Carriagewood Subdivision public improvements, excluding the roadway, release of the \$4,500 warranty bond, and transfer of streetlight account to the City of Gulfport. A new bond is required, in the amount of \$2,900, to cover the roadway for 2 more years - Case # 1709PC106 - Ward 4.

Recommendation:



Department of Engineering

4050 Hewes Avenue
Gulfport, MS 39507-3903
Phone: 228-868-5740
Fax: 228-214-2238

December 6, 2018

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

Re: Carriagewood Subdivision; Perpetual Maintenance of All Infrastructure Excluding Roadway

Dear Mr. Long:

On August 8, 2018 Engineering and Public Works conducted a warranty inspection of the referenced subdivision, and deficiencies were noted. Follow-up inspections took place on September 25, 2018 and November 30, 2018, and all punch list items have been resolved.

Since the development was approved to use soil cement as the road base, two (2) warranties were required. A warranty bond in the amount of \$4,500.00 was required for a period of one (1) year to cover all infrastructure except roadway, and a warranty bond in the amount of \$2,900.00 was required for a period of three (3) years to cover the roadway.

We recommend acceptance of all infrastructure excluding the roadway, for perpetual maintenance by the City and the \$4,500 warranty bond returned to the owner. Also, the utility bill for the streetlights should be transferred to the City.

At the conclusion of the roadway warranty period, the developer is required to notify the City to schedule a warranty inspection. Prior to accepting roadway improvements for perpetual maintenance, all deficiencies shall be corrected.

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

Respectfully,

Jeremy Harrison, E.I.
Assistant City Engineer
City of Gulfport

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

Attachments: 1. Engineering Inspection Report
2. Map



**DEPARTMENT OF
ENGINEERING**

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

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	Carriage Wood Subdivision
TYPE OF INSPECTION:	Warranty Inspection
DATE:	August 8, 2018
PERSONS PRESENT:	Jeremy Harrison, Department of Engineering Mark Knesal, Department of Engineering Rick Mooney, Department of Engineering Brian McKnight, Public Works Brian Jones, Public Works Joe Johnson, Public Works John Thomas, Public Works Jim O'Dell, Public Works Mark Kraninger, Public Works David Sanzin, Utility Partners Corey Creel, Greater Gulf Development Freddie Fountain – Heinrich & Associates

CHECKLIST ITEMS

STREETS & DRAINAGE:

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

WATER & SEWER:

- | | | | |
|---|--|------------------------------|-------------------------------|
| 1. Are all water meters installed & with no broken/missing parts? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 2. Are all water lines and appurtenances installed in accordance with city standards? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 3. Are sewer cleanouts installed & with no broken/missing parts? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 4. Are all manholes installed in accordance with city standards? | ☒ .Yes | ☐ .No | ☐ .N/A |

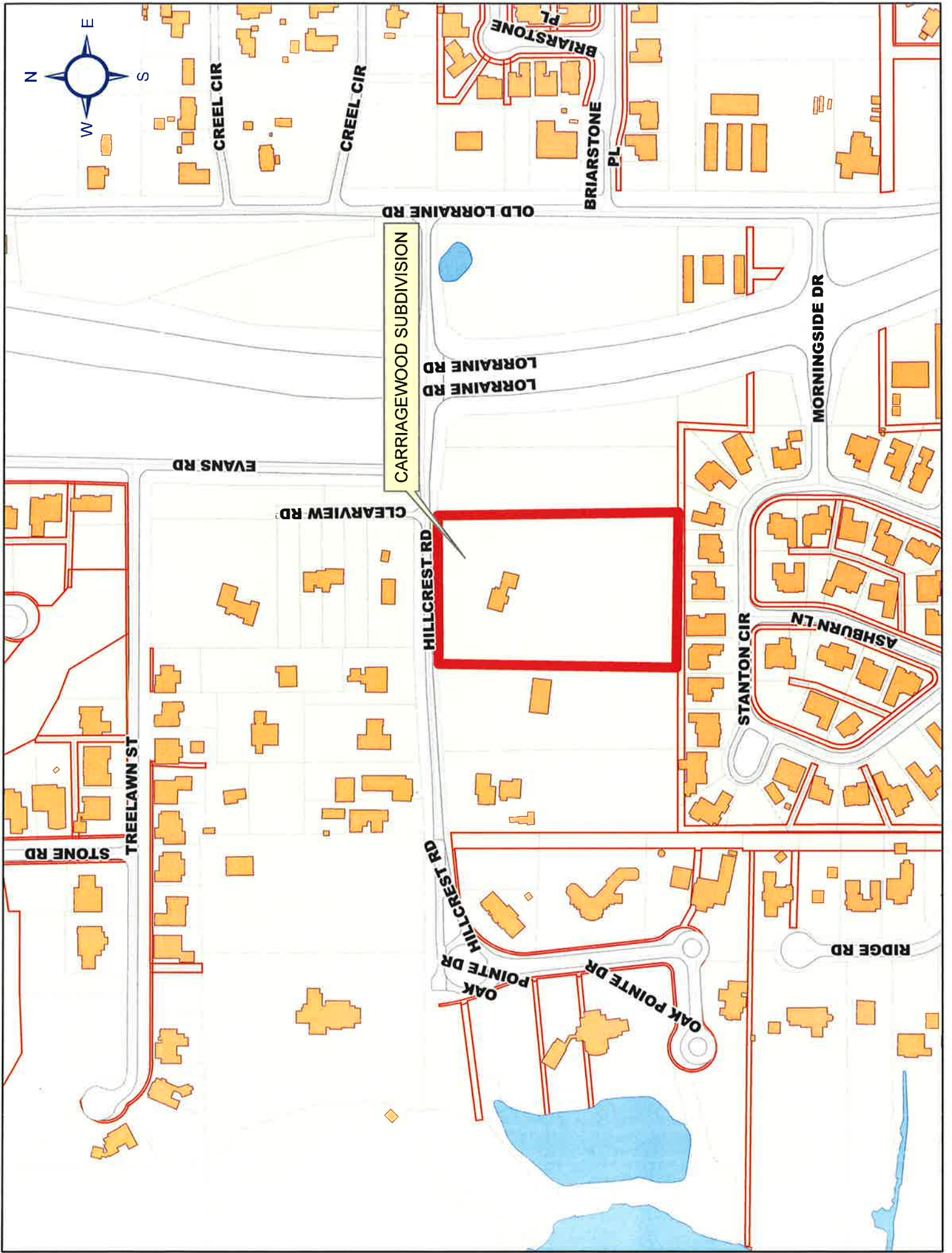
TRAFFIC & SAFETY:

- | | | | |
|--|--|------------------------------|-------------------------------|
| 1. Are street name signs correct & in place? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 2. Are traffic control signs correct & in place? | ☒ .Yes | ☐ .No | ☐ .N/A |

PUNCHLIST ITEMS

- | | |
|--|----------|
| 1. Expose sewer service between Lots 6 & 7 | COMPLETE |
| 2. Raise ALL water meter boxes. | COMPLETE |
| 3. Fix depression in curb and gutter at Lot 6. | COMPLETE |
| 4. Repair ALL cracks in curb and gutter. | COMPLETE |
| 5. Remove concrete spillage from road in front of Lot 9. | |
| 6. Raise sewer cleanouts at ALL Lots. | COMPLETE |
| 7. Straighten light pole at Lot 11. | COMPLETE |
| 8. Detention ponds to be dry. | COMPLETE |
| 9. Clean ALL drainage inlets and pipes of sediment. | COMPLETE |
| 10. Grout areas of infiltration on SMH #1. | COMPLETE |
| 11. Perimeter drainage in rear of lots to be installed per drainage plan. | COMPLETE |
| ENGINEERING TO INSPECT EACH LOT PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY FOR HOME | |
| 12. Repair eroded ditch side slope at outfall ditch on Evans. | COMPLETE |
| 13. Move the "No Outlet" sign closer to Hillcrest Rd. | COMPLETE |
| 14. Move speed limit sign to the current location of the No Outlet sign | COMPLETE |
| 15. Replace the 15 mph sign with a 20 mph sign. | COMPLETE |

SIGNED: _____ DATE: November 30, 2018





9174214%1470%10112017%M015751

IRREVOCABLE LETTER OF CREDIT

Borrower: MCGUIRE DESIGN & CONSTRUCTION, INC.
15276 A DEDEAUX ROAD
GULFPORT , MS 39503

Lender: The First, A National Banking Association
Gulfport - Downtown
1300 25th Avenue
Gulfport, MS 39501
(228) 214-7320

Beneficiary: CITY OF GULFPORT
P.O. BOX 1780
GULFPORT, MS 39502

NO.: 9174214

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 10-11-2018 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Four Thousand Five Hundred & 00/100 Dollars (\$4,500.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER The First, A National Banking Association IRREVOCABLE LETTER OF CREDIT NO. 9174214 DATED 10-11-2017," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Mississippi without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Mississippi.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: October 11, 2017

LENDER:

THE FIRST, A NATIONAL BANKING ASSOCIATION

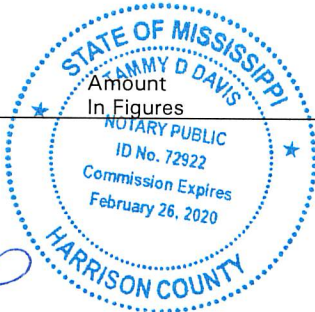
By: [Signature]
Authorized Signer

ENDORSEMENT OF DRAFTS DRAWN:

Date Negotiated By Amount In Words

County of Harrison
State of Mississippi
my commission expires
2-26-20

By [Signature]





15513 O'Neal Rd.
Gulfport, MS 39503

Phone: (228) 248-0145
Fax: (228) 248-0148

www.TheFirstBank.com

October 31, 2018

TO: City of Gulfport Planning Department
P. O. Box 1780
Gulfport, MS 39502

RE: McGuire Design & Construction, Inc.
Letter of Credit #9174214

Dear Mr. Pietrangelo,

This is to notify you that the above Letter of Credit #9174214 in the name of McGuire Design & Construction, Inc., to City of Gulfport Planning Department for \$4,500.00 has been extended to December 5, 2018.

If you have any questions, please do not hesitate to call or email me.

Sincerely,

Timothy W. Mullinax

Vice President

Office: (228)539.6602

Cell: (228)234-6477

Email: tmullinax@thefirstbank.com

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: November 10, 2018

Re: **Zoning Map Amendment 1811PC125:** Zoning Map Amendment 1811PC125, by Agent, tax parcel number 0908C-01-001.000, Request to rezone a 15.97-acre area from R-1-15 (Single-family) to R-1.75 (Single-family), Ward 6

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Anthony

Second: Mr. Spann

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

Action: Motion was carried unanimously

Speaking for the Petition:

1. Ben Smith
2. Martin Goldin

Speaking against the Petition: None

On November 15, 2018, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for December 18, 2018.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 1811PC125

Hearing Date: November 15, 2018

Current Zoning/Use: R-1-15 / Vacant land

Legal: Zoning Map Amendment 1811PC125, by Agent, tax parcel number 0908C-01-001.000, Request to rezone a 15.97-acre area from R-1-15 (Single-family) to R-1-7.5 (Single-family), Ward 6

TECHNICAL DETAILS

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

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

According to the Mississippi case law:

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

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

The applicants are requesting to rezone approximately 15.97 acres of vacant residentially zoned property from R-1-15 (Single-family) to a R-1-7.5 (Single-family) zone. As presented, the

Technical Report

Zoning Map Amendment

applicant stated desire is to build single family homes in the area. To corroborate this, the applicant has a general subdivision plan submitted for hearing in December, assuming this zoning change request is adopted by then.

This area had a previous smart code zoning of T5 that was reverted due to factors that had to do with its application. To the point, this area had been previously rezoned to a higher district intended for mixed use that was more commercial in nature.

The applicant has chosen to focus on change in conditions as a justification for change of the current zoning district. This justification does not include a statement for public need.

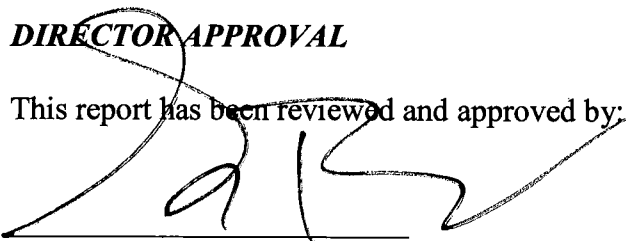
- (a) Error is not stated by the applicant.
- (b) Change in conditions is listed by the applicant. The desire is to shift from a mixed use development, which is no longer allowed with the reversion, to larger single-family home lots. The applicant indicates that the change would allow for "larger yards due to greater setbacks, helping with the overall low impact development goal for Florence Gardens."
- (c) Increased need for sites is not addressed by the applicant as is required by state case law. The applicant will need to provide a verbal argument to accommodate this at the public hearing.
- (d) Annexation is not applicable to this site nor are any statements provided by the applicant.
- (e) Ordinance changes are not stated by the applicant.

Any approval should consider these conditions:

1. Statements or other documentation needed to accommodate an increase need for sites as required by case law.

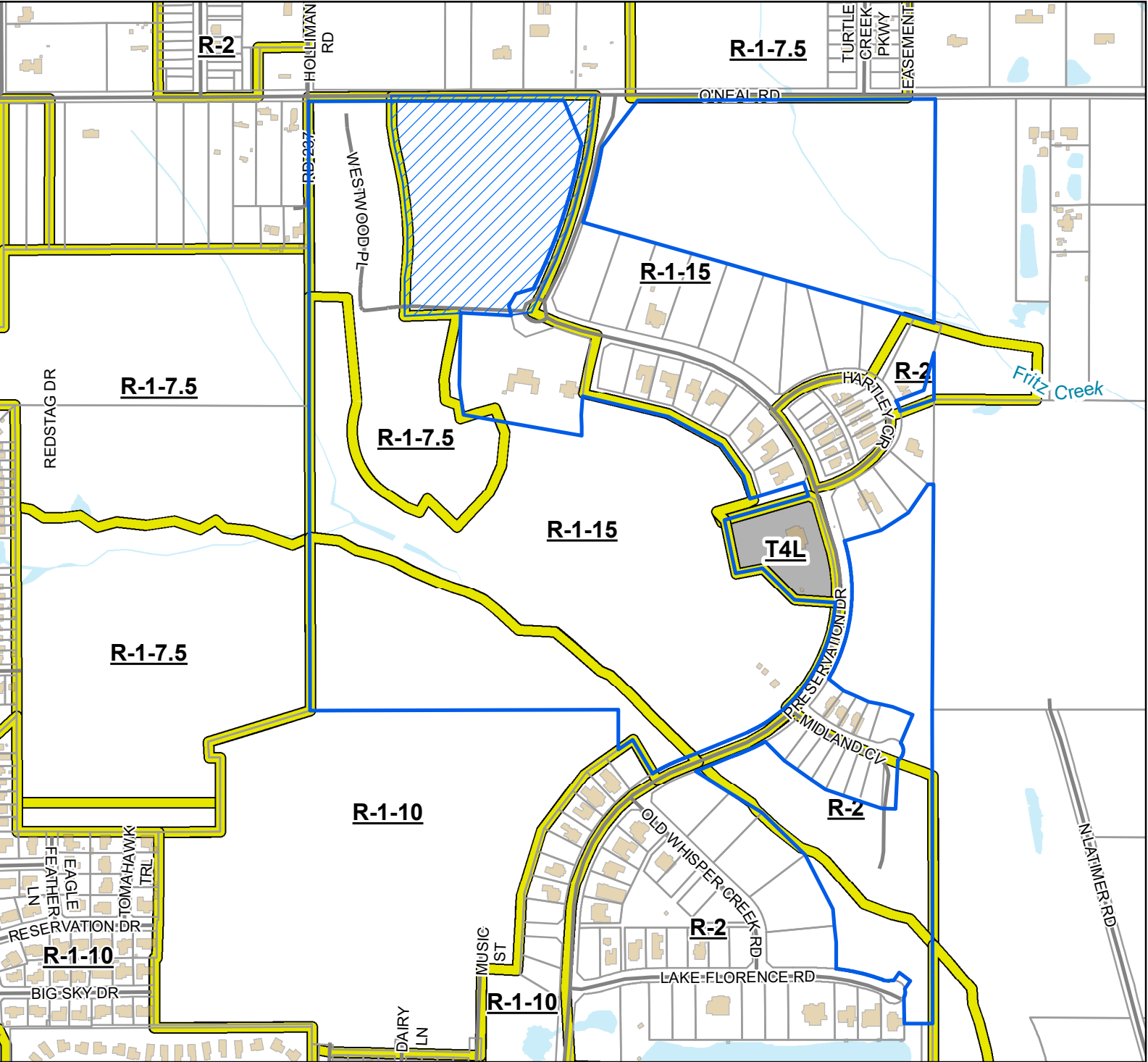
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo

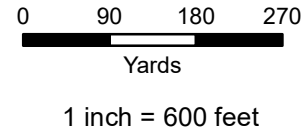
Director of Urban Development Department



Legend

- Street
- Parcels
- Buildings
- Zoning
- T4L
- Water Features

Site Information
0908C-01-001.000
Zoning: R-1- 15 (Single-family)
Size: 15.97 acres
Flood: X



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CITY OF GULFPORT
Urban Development - Planning Division
1110 24th Avenue
Gulfport, MS 39501
(228) 868-5710

\$175.00

For Staff Use Only

Case File #: 1811PC125

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

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

Property Information

TAX PARCEL #

0	9	0	8	C	-	0	1	-	0	0	1	•	0	0	0
					-			-				•			
					-			-				•			

(If necessary, use separate sheet of paper)

Address of Property Involved: N/A

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

General Location: West of Florence Gardens Boulevard; North of Orchard Street; East of Westwood Place; South of O'Neal Road

GENERAL DESCRIPTION OF REQUEST:

Re-zone approximately 15.97 acres of property that was previously part of Smart Code

Overlay (T4L & T3) and currently zoned R-1-15 to R-1-7.5

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

Florence Gardens, LLC

Printed Name Of Owner

12321 Preservation Drive

Mailing Address

Gulfport

MS

39503

City 228.539.5035

State

Zip code

(228) 575-7738

Office

Home Phone

Work Cell Phone

ryan@florencegardens.com

Email

Ryan E. Smith

Signature Of Owner

AGENT

Brown, Mitchell & Alexander, Inc.

Printed Name Of Agent

401 Cowan Road, Suite A

Mailing Address

Gulfport

MS

39507

City

State

Zip code

(228) 864-7612

Office

Home Phone

Work Cell Phone

ben@bmaengineers.com

Email

Benjamin Smith

Signature Of Agent

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

☐

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



BROWN, MITCHELL
& ALEXANDER, INC.

CONSULTING ENGINEERS

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

796 Vieux Marche, 2nd Floor
Biloxi, MS 39530
228-436-7612

3103 Pascagoula Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

October 1, 2018

Gregory Holmes – Planning Administrator
City of Gulfport – Planning Division
1410 24th Avenue
Gulfport, MS 39501

**RE: Statement for Rezoning Request
Florence Gardens, LLC
Gulfport, Mississippi**

Dear Mr. Holmes:

Brown, Mitchell & Alexander, Inc. (BMA) hereby requests, on behalf of our client, Florence Gardens, LLC to rezone approximately 15.97 acres of property (Parcel No. 0908C-01-001.000) that was previously part of Smart Code Overlay (T4L & T3) and currently zoned R-1-15 to R-1-7.5.

We are submitting this request due to a ***Change in Condition***. The condition which warrants this change in zoning is due to the desire to only allow single family homes in this area of the development instead of a mixed-use neighborhood and limited retail. This also allows for larger yards due to greater setbacks, helping with the overall low impact development goal for Florence Gardens.

Please see attached proposed development schedule detailing the anticipated time schedule for beginning and completion and any successive stages in the development.

BMA will represent the applicant / owner in all matters involving this request for re-zoning in the above mentioned parcel. Owner: Florence Gardens, LLC, 12321 Preservation Drive, Gulfport, MS 39503.

Should you have any questions or comments, please feel free to contact me at (228) 436-7612.

Sincerely,

Benjamin Smith, P.E.
Vice President

Attachments

CELEBRATING



Florence Gardens, Phase 5 Development Schedule

ACTIVITY

START FINISH

OCTOBER NOVEMBER DECEMBER JANUARY FEBRUARY MARCH APRIL

	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28	4	11	18	25	4	11	18	25	1	8	15	22	29
Submit Rezoning Request																															
Submit General Plan Application																															
Planning Commission Rezoning Approval																															
City Council Rezoning Approval																															
Planning Commission General Plan Approval																															
Construction																															
Final Plat Approval																															



**BROWN, MITCHELL
& ALEXANDER, INC.**

CONSULTING ENGINEERS

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

796 Vieux Marche, 2nd Floor
Biloxi, MS 39530
228-436-7612

3103 Pascagoula Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

October 2, 2018

Gregory Holmes – Planning Administrator
City of Gulfport – Planning Division
1410 24th Avenue
Gulfport, MS 39501

**RE: Application for Zoning Map Amendment
Florence Gardens, LLC
Gulfport, Mississippi**

Dear Mr. Holmes:

Enclosed is a complete Application for Zoning Map Amendment for Tax Parcel No. 0908C-01-001.000. Please find attached the following:

- Zoning Map Amendment application,
- Proof of ownership,
- Notarized authority to act as agent for owner,
- Proposed site plan and
- Written statement for rezoning request.

BMA hereby requests, on behalf of our client, Florence Gardens, LLC to rezone approximately 15.97 acres of property that was previously part of Smart Code Overlay (T4L & T3) and currently zoned R-1-15 to R-1-7.5.

Should you have any questions or comments, please feel free to contact me at (228) 436-7612.

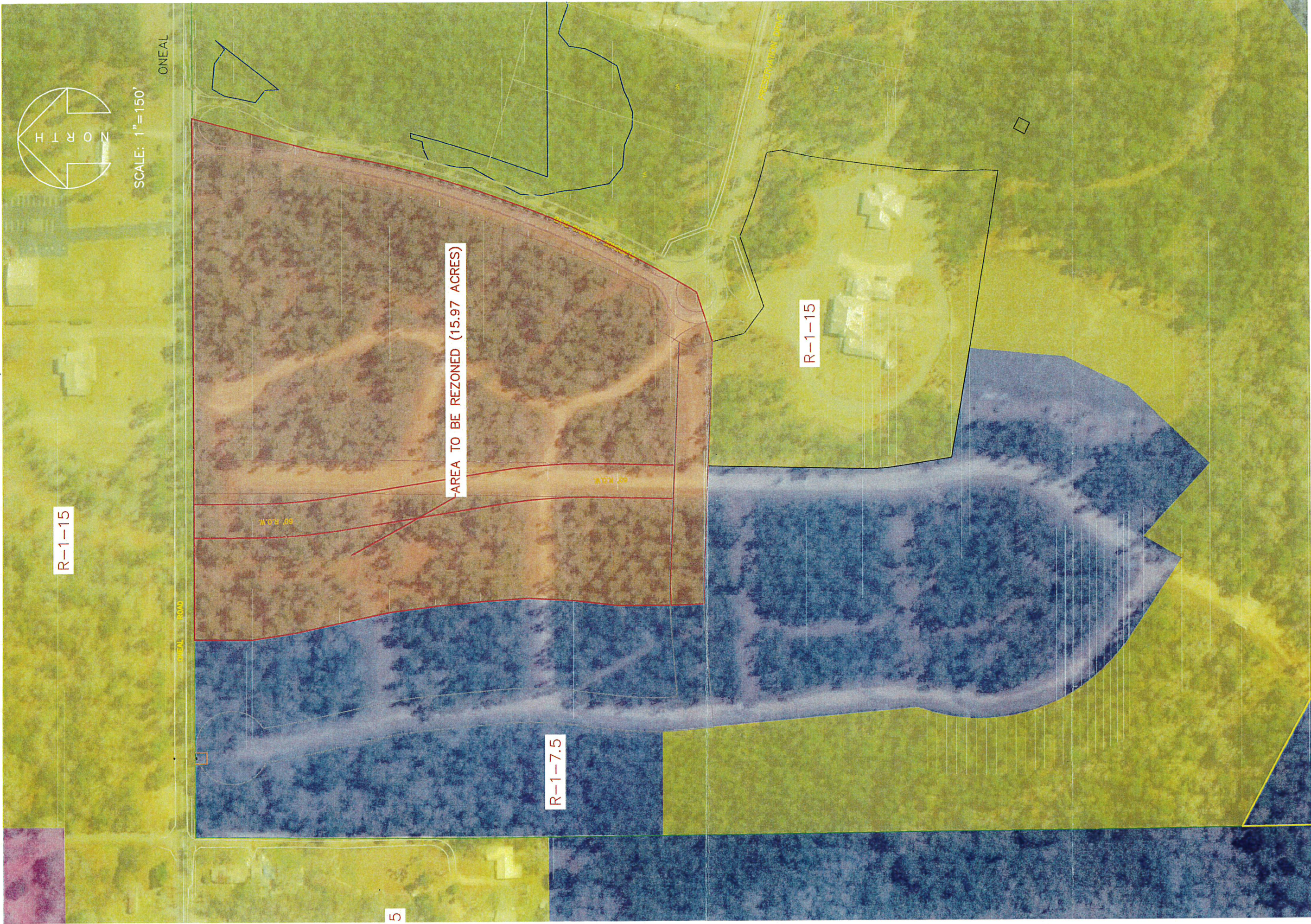
Sincerely,

Benjamin Smith, P.E.
Vice President

Attachments

CELEBRATING





FLORENCE GARDENS, PHASE V
FLORENCE GARDENS, LLC
GULFPORT, MISSISSIPPI
REZONING SITE PLAN

bma BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS
www.bmaengineers.com

401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)864-7612
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796 Vieux Marche,
2nd Floor,
Biloxi, MS 39260
(228)436-7212
Fax (228)436-7676



URBAN DEVELOPMENT
PLANNING DIVISION

October 29, 2018

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

Florence Gardens, LLC (owner)
12321 Preservation Drive
Gulfport, MS 39503

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

RE: Zoning Map Amendment 1811PC125, by Agent, tax parcel number 0908C-01-001.000, Request to rezone a 15.97-acre area from R-1-15 (Single-family) to R-1.75 (Single-family), Ward 6

To Whom It May Concern:

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

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

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

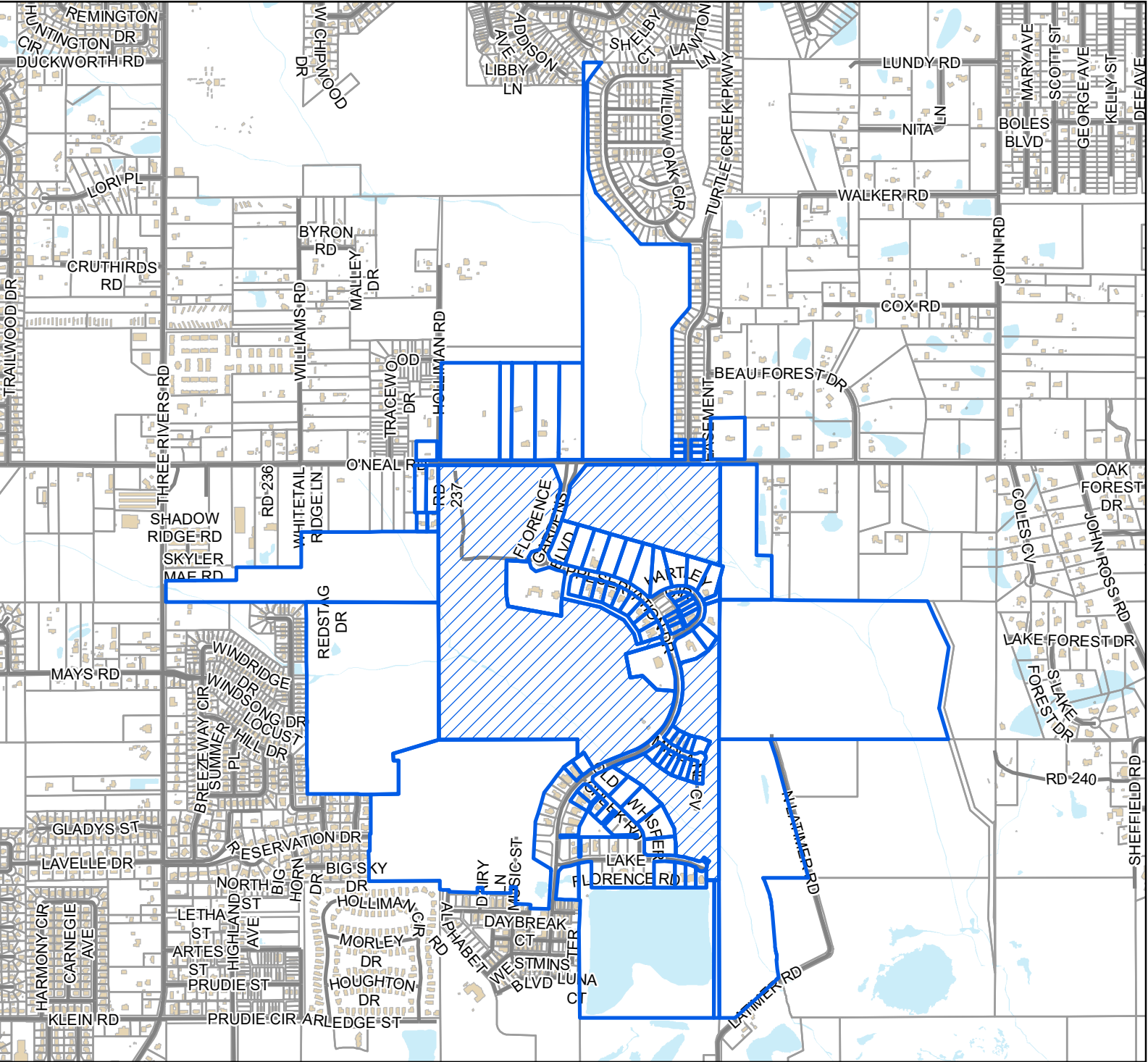
A copy of the filed application to be considered will be available for public review at the office of the Department of Urban Development – Planning Division located at the Hardy Building, 1410 24th Avenue. Adjacent property owners will not be provided any further correspondence on the matter unless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

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

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

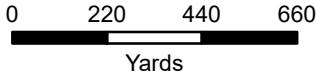
Sincerely,
City of Gulfport Planning Division

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



Legend

- Site
- Adjacent Properties
- Street
- Alley
- Parcels
- Buildings
- Water Features
- City Limit



1 inch = 1,334 feet



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PPIN	Parcel ID	Name	Address	City	State	ZIP
		Florence Gardens, LLC (owner)	12321 Preservation Drive	Gulfport	MS	39503
		Brown, Mitchell, & Alexander, Inc (agent)	401 Cowan Rd Suite A	Gulfport	MS	39507
Adjacent Property Owners						
1	0908C-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
2973	0908G-01-003.000	FORE WALLACE C	P O BOX 3058	GULFPORT	MS	39501
16132	0908E-01-001.000	DEVELOPMENT CONSULTING INC	5235 KOOIMAN RD BLDG 8	THEODORE	AL	36582
56773	0907M-01-006.000	DOBSON BERNICE	7190 GUSTINE RD	KILN	MS	39556
56884	0908B-01-006.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	M3	39503
56888	0908B-01-008.000	W C FORE TRUCKING CO INC	14270 CREOSOTE RD	GULFPORT	MS	39503
56910	0908D-01-002.000	DOBSON BERNICE C/O LISA JONES	7190 GUSTINE ROAD	KILN	MS	39556
56911	0908D-01-001.000	PARKER PATRICIA & LOCKRIDGE J	104 WEST CHIPWOOD DR	GULFPORT	MS	39503
56914	0908D-01-003.000	FLOWERS KEVIN ET AL	12486 ROAD 237	GULFPORT	MS	39503
56925	0908D-01-015.000	DEVELOPMENT CONSULTING INC	5235 KOOIMAN RD BLDG 8	THEODORE	AL	36582
56947	0908F-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
88504	0907N-01-001.000	TURTLE CREEK SUBDIVISION LLC	729 WATTS AVE	PASCAGOULA	MS	39568
93312	0907O-01-023.023	RANKIN OTIS G & DEBRA S	12530 O'NEAL RD	GULFPORT	MS	39503
100059	0908D-01-002.001	SPOONER JOHN J & BETTYE F	11 PROGRESS RD	BROOKLYN	MS	39425
100817	0908E-01-001.001	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
105581	0907N-01-003.007	LOFTIN JIM H & CONSORCIA S-TRUSTEE	14481 AUTUMN CHASE	GULFPORT	MS	39503
105582	0907N-01-003.003	BANKS ANNEITTA E	15350 HWY 49 N	GULFPORT	MS	39503
105584	0907N-01-003.005	YOCOM BRADLEY ALLEN & JEANIE MARIE	13188 O'NEAL RD	GULFPORT	MS	39503
105585	0907N-01-003.006	FAMILY WORSHIP CENTER OF GULFPORT I	15011 PARKWOOD DRIVE	GULFPORT	MS	39503
106587	0908F-01-001.001	FORE WALLACE C	P O BOX 3058	GULFPORT	MS	39505
118589	0907N-01-003.008	YOCOM BRADLEY A & JEANIE M	13188 O'NEAL ROAD	GULFPORT	MS	39503
127918	0908C-01-001.001	FLORENCE GARDENS LLC	12271 PRESERVATION DRIVE	GULFPORT	MS	39503
127919	0908C-01-001.002	OTERO MICHAEL & STACEY L	12461 PRESERVATION DR	GULFPORT	MS	39503
127920	0908C-01-001.003	MCCULLOUGH MICHAEL S & JENNIFER	12457 PRESERVATION DRIVE	GULFPORT	MS	39503
127921	0908C-01-001.004	MEINZINGER RODGER K & PAMELA B	12453 PRESERVATION DR	GULFPORT	MS	39503
127930	0908F-01-002.000	GULFPORT CITY OF				0
129000	0908C-01-001.005	DOUGLAS DAVID EUGENE & GRACE ELAINE	746 ORA AVO DR	VISTA	CA	92084
129001	0908C-01-001.006	CUTRER TERRY L & PAMELA S	4907-A COURTHOUSE RD	GULFPORT	MS	39507
129002	0908C-01-001.007	CROMWELL JASON & JOANIE	P O BOX 3597	GULFPORT	MS	39505
129003	0908C-01-001.008	CHAPUIS WILLIAM LYNN & BRENDA S	P O BOX 3121	GULFPORT	MS	39505

129004 0908C-01-001.009	ENNIS BRADLEY A	13051 HARTLEY CIRCLE	GULFPORT	MS	39503
129005 0908C-01-001.010	CHAPMAN ANDREW O & MARIANNA K	13055 HARTLEY CIRCLE	GULFPORT	MS	39503
129006 0908C-01-001.011	BAKER DONALD G & MARY A-TRUSTEES	13059 HARTLEY CIR	GULFPORT	MS	39505
129007 0908C-01-001.012	RAMSEY THOMAS W & DEBORAH J	13063 HARTLEY CIR	GULFPORT	MS	39503
129008 0908C-01-001.013	FOX DUNCAN	12396 PRESERVATION DRIVE	GULFPORT	MS	39503
129009 0908C-01-001.014	HINKEBEIN ANDREW & THECLA	12440 PRESERVATION DRIVE	GULFPORT	MS	39503
129010 0908C-01-001.015	BRODSKY ELIA & KAYCI A SLAGEL	12444 PRESERVATION DR	GULFPORT	MS	39503
129014 0908C-01-001.019	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
129015 0908C-01-001.020	AES INVESTMENTS LLC	1720 22ND AVE STE C	GULFPORT	MS	39501
129016 0908C-01-001.021	DENNIS PADRICK D & MARY M	12473 PRESERVATION DR	GULFPORT	MS	39503
129017 0908C-01-001.022	SERNA MARVIN JR	12477 PRESERVATION DRIVE	GULFPORT	MS	39503
129023 0908F-01-010.000	HOPE TIM R & BETTY A	12227 PRESERVATION DR	GULFPORT	MS	39503
129024 0908F-01-011.000	GOLDIN ALAN H & HOPE U	12223 PRESERVATION DR	GULFPORT	MS	39503
129028 0908F-01-015.000	GOFF JOHN R & CYNTHIA L	12224 PRESERVATION DR	GULFPORT	MS	39503
129039 0908F-01-026.000	HATTEN W EDWARD JR & KAREN D	980 COURTHOUSE RD APT 1401	GULFPORT	MS	39507
129040 0908F-01-027.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
129041 0908F-01-028.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
129042 0908F-01-029.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
129043 0908F-01-030.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
129044 0908F-01-031.000	BURRELL ANDREW C & ASHLEY	12562 LAKE VILLIAGE DRIVE	GULFPORT	MS	39507
129045 0908F-01-032.000	HELMS MATTHEW D & KANDYCE C	13095 LAKE FLORENCE DR	GULFPORT	MS	39503
129046 0908F-01-033.000	WALTZ ROBERT D & BRENDA M	13087 LAKE FLORENCE DRIVE	GULFPORT	MS	39503
129047 0908F-01-034.000	BROSIG THOMAS J & ROBIN MIDCALF	13081 LAKE FLORENCE RD	GULFPORT	MS	39503
129049 0908C-01-001.023	WARD PHILLIP	501 N MAIN ST #501	HATTIESBURG	MS	39401
129050 0908C-01-001.024	GRAVES JOHN T & PHYLLIS F	5308 PONTIAC ST	OCEAN SPRINGS	MS	39564
129051 0908F-01-036.000	CLOWER JOHN ROBBINS JR & BARBARA	13054 MIDLAND COVE	GULFPORT	MS	39503
129052 0908F-01-037.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
129053 0908F-01-038.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
129054 0908F-01-039.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
129055 0908F-01-040.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
130170 0908C-01-001.025	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
130171 0908C-01-001.026	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
130172 0908C-01-001.027	LOVELL FRANK A & NANCY D	40 54TH ST	GULFPORT	MS	39507
130173 0908C-01-001.028	BROSIG THOMAS J & ROBIN MIDCALF	P O BOX 7096	GULFPORT	MS	39506

130174	0908C-01-001.029	FAIRLEY CLAYTON & REBECA	19219 ROAD 223	SAUCIER	MS	39574
133005	0908C-01-001.030	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
133006	0908C-01-001.031	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
133007	0908C-01-001.032	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
133008	0908C-01-001.033	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
133009	0908C-01-001.034	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
133010	0908C-01-001.035	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
133012	0908F-01-042.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
133021	0908F-01-051.000	GOLDIN JASON	4 GOLDIN DR	GULFPORT	MS	39507
133037	0908F-01-037.001	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
133038	0908F-01-040.001	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
133039	0908F-01-040.002	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
133040	0908F-01-040.003	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
133041	0908F-01-040.004	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
137354	0907N-01-001.057	MCQUEEN GOLDENA MARTHENA	13015 TURTLE CREEK PKWY	GULFPORT	MS	39503
137355	0907N-01-001.058	MY COTTAGE HOMES LLC	1520 29TH AVE	GULFPORT	MS	39501
137356	0907N-01-001.059	MY COTTAGE HOMES LLC	1520 29TH AVE	GULFPORT	MS	39501
137357	0907N-01-001.060	MY COTTAGE HOMES LLC	1520 29TH AVE	GULFPORT	MS	39501
137358	0907N-01-001.061	MY COTTAGE HOMES LLC	1520 29TH AVE	GULFPORT	MS	39501
137359	0907N-01-001.062	TURTLE CREEK SUBDIVISION LLC	729 WATTS AVE	PASCAGOULA	MS	39568
140955	0908C-01-001.037	GOLDIN MARTIN C	12503 PRESERVATION DR	GULFPORT	MS	39503
142564	0908C-01-001.038	WESSON AUGUSTUS & ASHLEY	980 COURTHOUSE RD #922	GULFPORT	MS	39507

CITY OF GULFPORT PLANNING COMMISSION

1811PC125

TRANSCRIPT OF HEARING

November 15, 2018

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 15TH DAY OF NOVEMBER 2018
COMMENCING AT 4:30 P.M. AND REPORTED BY
NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

COMMISSION MEMBERS PRESENT:

KEITH WILLIAMS, President
WILLIAM "PRINCE" JONES
B.J. SELLERS
BRANDON ELLIOTT (RECUSED)
CHARLIE HEWES
JOHN ANTHONY
HAROLD SPANN
COLETTE TOWLES
LANE HENSARLING

STAFF PRESENT:

GREG PIETRANGELO
GREG HOLMES
CORY LONG
SU-LIN BOLIN
MATILDA WELCH

1 5. Zoning Map Amendment 1811PC125

2 MS. BOLIN: Item 5, zoning map amendment 125
3 has been duly and timely noticed as required by law. The
4 applicant requests to rezone 15.97 acre area from R-1-15
5 single family to R-1-7.5 single family, Ward 6. A copy of
6 the packet considered is hereby offered into the record.

7 MR. WILLIAMS: Thank you.

8 Is someone here to speak for this request
9 tonight?

10 MR. SMITH: Good evening. I'm Ben Smith with
11 Brown, Mitchell & Alexander, 401 Cowan Road, Gulfport,
12 Mississippi. And I'm here to speak on behalf of the
13 applicant.

14 I also have with me Ida Johnson, Ron Goldin,
15 and Martin Goldin to answer any follow-up questions that may
16 come.

17 Obviously you heard that we're here to rezone
18 an area adjacent to a previously rezoned area of R-1-7.5
19 that we had rezoned right around two years ago. The area
20 adjacent to it that we're currently asking permission to
21 rezone R-1-15 to R-1-7.5.

22 And the immediate plan upon approval is to go
23 in with a general plan application for development of 20
24 lots.

25 MR. ELLIOTT: I'm going to have to recuse

1 myself from this.

2 (Mr. Elliott leaves room.)

3 MR. WILLIAMS: All right. Any questions of
4 the applicant while we have him here?

5 MR. HEWES: Just to be clear, I've heard some
6 grumblings. You're saying 20 lots, or do you just have
7 commercial on (inaudible).

8 MR. SMITH: For this phase of the
9 development, these are all planned R-1-7.5 so all will be
10 for residential use.

11 MR. SELLERS: Where will the access to it
12 come from?

13 MR. SMITH: There would be an access off
14 O'Neal Road, as well as an internal drive that was built as
15 part of the last phase, so it would be two ways in and out.

16 MR. SELLERS: Right west of the circle there?

17 MR. SMITH: Yes, sir.

18 MR. WILLIAMS: Any other questions? If
19 something comes up, we'll bring you back up. Thank you.

20 Anyone else here to speak for this request?
21 Mr. Goldin?

22 MR. GOLDIN: My name is Martin Goldin. I
23 live at 12503 Preservation Drive in Gulfport.

24 And I don't really have anything to add to
25 Ben except a correction that I think it's 21 lots.

1 MR. SMITH: Correct.

2 MR. WILLIAMS: All right. Thank you.

3 Anyone else here to speak for the request?

4 Do I have anyone here tonight to speak
5 against this request?

6 Commissioners, you've heard the applicant,
7 you've had a chance to review the case. Questions,
8 comments, or a motion, please.

9 MR. ANTHONY: Mr. Chairman, I move that we
10 accept the zoning map amendment on Case File 1811PC125.

11 MR. WILLIAMS: We've got a motion to approve
12 this case. Do I have a second?

13 MR. SPANN: Second.

14 MR. WILLIAMS: Any further discussion? If
15 not, all those in favor signify by saying aye.

16 (Unanimous vote.)

17 (Elliott recused, not present.)

18 MR. WILLIAMS: Any opposed? All right. It's
19 been approved. Thank you all.

20

21

22

23

24

25

1 BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2
3 1811PC125
4
5

6 COURT REPORTER'S CERTIFICATE
7

8 I, Norma Jean Ladner Soroë, Certified Shorthand
9 Reporter, do hereby certify that to the best of my skill and
10 ability I have reported the hearing held before the City of
11 Gulfport Planning Commission and that the foregoing 4 pages
12 constitute a true and correct transcription of said hearing
13 held on the 15th day of November 2018.

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

19 Witness my signature this the 20th day of November
20 2018.
21
22

23 _____
24 NORMA JEAN LADNER SOROE, CSR #1297
25 Certified Shorthand Reporter

SunHerald

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Depth
	0003921534	LEGAL NOTICE			1	12.20 In

Attention:

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

LEGAL NOTICE PUBLIC HEARING

In conformance with Section VII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that:

the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, November 15, 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.

Zoning Map Amendment 1811PC119, Zoning Map Amendment 1811PC119, by Agent, tax parcel 0811H-01-030.000, Request to rezone from R-2 (Single-family) to B-1 (Neighborhood business), 19th

SL Ward 2
Special Exception 1811PC121, Special Exception 1811PC121, by Agent, tax parcel 1008F-01-006.000, Request assisted living facility use, Highlands Cir., zoned R-B (Residence-business), Ward 6

Planning Commission Approval Home Occupation 1811PC123, Planning Commission Approval 1811PC123, by Agent, tax parcel 1010H-02-009.000, Request home occupation for a mobile spray-tan service, 2235 E Pass Rd.

Zoned B-2 (General Business), Ward 2
Zoning Map Amendment 1811PC124, Zoning Map Amendment 1811PC124, by Agent, tax parcel 1010G-03-018.000, Request to rezone from T4+ (General Urban Zone, "Plus") to T6 (Urban Core Zone), 1909 E Pass Road, Ward 2

Zoning Map Amendment 1811PC125, Zoning Map Amendment 1811PC125, by Agent, tax parcel number 0908C-01-001.000, Request to rezone a 15.97-acre area from R-1-15 (Single-family) to R-

1-75 (Single-family), Ward 8
Planning Commission Approval for Home Occupation 1811PC126, Planning Commission Approval 1811PC126, by Owner, tax parcel 0910J-04-

021.000, Request home occupation for candle-making business, 44 39th St, Zoned

R-1-7.5 (Single-family), Ward 4
Zoning Map Amendment 1811PC127, Zoning Map Amendment 1811PC127, by Agent, tax parcel number 0908E-01-

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:

October 31, 2018

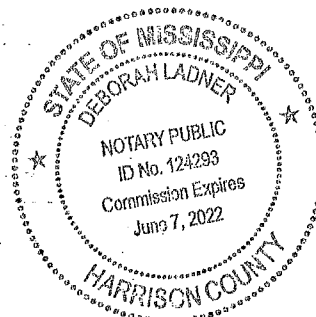
Affidavit further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

Clerk

Sworn to and subscribed before me this
1st day of November 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.



OUT, DUT, Request to rezone 1/2-acre
area from R-1-10 (Single-family) to T4+

(General Urban Zone
"Plus"), Ward 6
Planning Commission Approval
1811PC129:
Planning Commission Approval
1811PC129, by Agent, tax parcel
0808E-02-
030.000, Request for church use,
12178 Highway 49 Ste G, Zoned B-4
(Highway
Business), Ward 7

Planning Commission Approval
1811PC131:
Planning Commission Approval
1811PC131, by Agent, tax parcel
1010H-01-
014.000, Request a warehouse use,
2302 E Pass Rd, Zoned B-2 (General
business),
Ward 5
Zoning Text Amendment 1811PC132:
Zoning Text Amendment 1808PC132,
by City of Gulfport, City of Gulfport,
Amendments to the Comprehensive
Zoning Ordinance, as amended, Section
IV.
(D) Supplementary yard regulations (1)
(c) Screen Wall and (7) Fences, walls,
and
hedges.

Planning Commission Approval
1811PC134:
Planning Commission Approval
1811PC134, by Agent, tax parcel
0811E-03-
092.001, Request church use, 3100
15th St, Zoned T4L (General Urban
Zone
"Limited"),
Ward 2.
This the 24th day of October 2018
Keith Williams, Chairman
City of Gulfport Planning Commission
10/31-ADV#0003921534

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, TO REZONE CERTAIN PROPERTY FROM ITS PRESENT ZONING CLASSIFICATION OF R-1-15 (SINGLE-FAMILY RESIDENCE) DISTRICT TO R-1-7.5 (SINGLE-FAMILY RESIDENCE) DISTRICT

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that a portion of ad valorem tax parcel number 0908C-01-001.000, which is generally described as being located south of and adjacent to O'Neal Road, north of Westminster Boulevard, east of and adjacent to Three Rivers Road, and west of Latimer Road, should be rezoned from its present classification of R-1-15 (Single-Family Residence) District to R-1-7.5 (Single-Family Residence) District. The Case File Number is 1811PC125.

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

SECTION 1: That the Official Zoning Map of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to provide that the following legally described property **be rezoned from its present classification of R-1-15 (Single-Family Residence) District to R-1-7.5 (Single-Family Residence) District.**

The portion of ad valorem tax parcel number 0908C-01-001.000 is legally described as:

BEGIN at the Southeast corner of Lot 20, Florence Gardens Phase 4 - Amended, per plat on file in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi in Plat Book 58, Page 10;

Thence along the East line of said subdivision the following calls to the South margin of O'Neal Road; North 00 degrees 06 minutes 07 seconds East 94.92 feet; thence North 06 degrees 31 minutes 59 seconds East 80.51 feet; thence North 03 degrees 04 minutes 21 seconds East 80.11 feet; thence North 03 degrees 39 minutes 09 seconds West 80.17 feet; thence North 05 degrees 04 minutes 01 second West 80.33 feet; thence North 07 degrees 10 minutes 27 seconds West 90.73 feet; thence North 12 degrees 03 minutes 58 seconds West 92.07 feet; thence North 12 degrees 23 minutes 27 seconds West 80.00 feet; thence North 08 degrees 26 minutes 33 seconds West 80.00 feet; thence North 00 degrees 07 minutes 37 seconds West 102.67 feet to said South margin of O'Neal Road; thence North 89 degrees 52 minutes 23 seconds East 757.26 feet, along said South margin, to the West margin of Florence Gardens Boulevard per plat of Florence Gardens Phase 1A, as recorded in Plat Book 46, Page 17; thence South 21 degrees 49 minutes 23 seconds East 202.60 feet along said West margin; thence continue along said West margin 664.58 feet along the arc of a curve to the right being non-tangent with the last described line, said curve having a radius of 2305.00 feet, a central angle of 16 degrees 31 minutes 10 seconds, and a chord of 662.28 feet which bears South 18 degrees 22 minutes 48 seconds West; thence, along a line being non-tangent to said curve, South 74 degrees 36 minutes 51 seconds West 77.60 feet, along said West margin; thence South

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: December 10, 2018

Re: **Zoning Map Amendment 1811PC127:** Zoning Map Amendment 1811PC127, by Agent, tax parcel number 0908E-01-001.001, Request to rezone 17.72-acre area from R-1-10 (Single-family) to T4+ (General Urban Zone "Plus"), Ward 6

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Sellers

Second: Mr. Hewes

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

Action: Motion was carried unanimously

Speaking for the Petition:

1. Ben Smith
2. Ana Johnson
3. Ryan Goldin
4. Martin Goldin
5. Kenneth Jones

Speaking against the Petition:

1. Randy Rogers
2. Kyle Kish
3. Melissa Harwell
4. Selena Rogers
5. Susan Demola
6. Owen Hines

On November 15, 2018, the Planning Commission recommended approval of the above referenced case.
Please place the attached item on the Council agenda for December 18, 2018.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 1811PC127

Hearing Date: November 15, 2018

Current Zoning/Use: R-1-10 / Vacant

Legal: Zoning Map Amendment 1811PC127, by Agent, tax parcel number 0908E-01-001.001, Request to rezone 17.72-acre area from R-1-10 (Single-family) to T4+ (General Urban Zone "Plus"), Ward 6

TECHNICAL DETAILS

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

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

According to the Mississippi case law:

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

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

The applicants are requesting to rezone approximately 15.97 acres of vacant residential zoned property from R-1-10 (Single-family) to T4+ (General Urban Zone "Plus") zone. As presented,

Technical Report

Zoning Map Amendment

the applicant has omitted to include information on any use of the subject property other than to state it would create a "denser populated area."

This area had a previous smart code zoning of T2, T3, T4L, and T5 that was reverted due to factors that had to do with its application. To the point, this area had been previously rezoned to lesser and higher districts intended for a variety of use.

The applicant has chosen to focus on change in conditions as a justification for change of the current zoning district. This justification does not include a statement for public need.

- (a) Error is not stated by the applicant.
- (b) Change in conditions is listed by the applicant. The desire to create "a denser populated area compared to the current zoning" is stated in their application.

A denser area would have been allowed through the previous smart code plan, although this application will create a different density than what was once permitted. All densities will be based on the transect zone with requirements ranging from 18-32 housing units per acre.

- (c) Increased need for sites is not addressed by the applicant as is required by state case law. The applicant will need to provide a verbal argument to accommodate this at the public hearing.
- (d) Annexation is not applicable to this site nor are any statements provided by the applicant.
- (e) Ordinance changes are not stated by the applicant.

Any approval should consider these conditions:

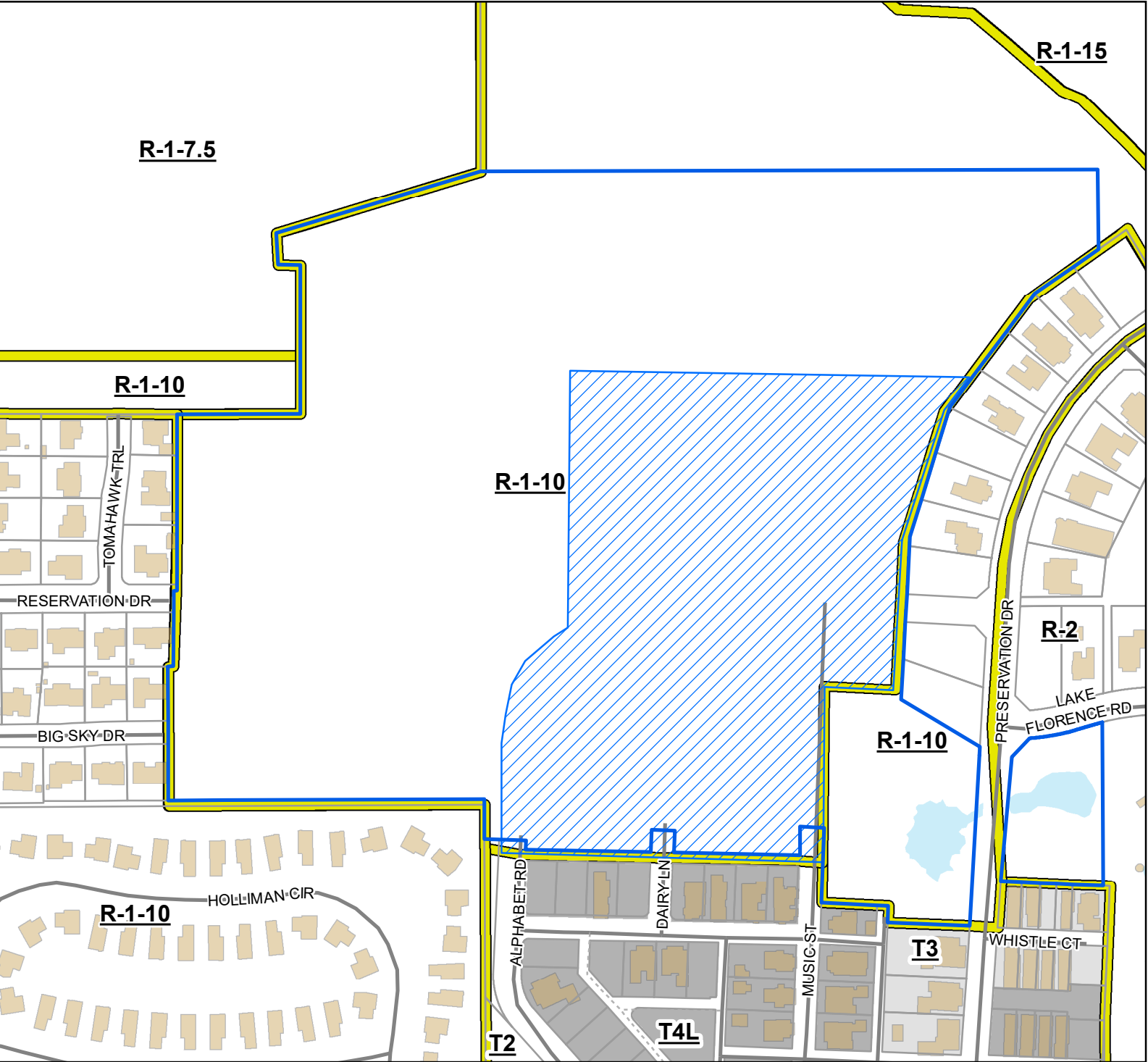
1. Statements or other documentation needed to accommodate an increase need for sites as required by case law.
2. A legal description of the area must be presented prior to a City Council hearing.
3. A Final Plat is required through the provisions of Appendix D in order to lock in the zoning into the neighborhood.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



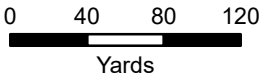
Greg Pietrangelo
Director of Urban Development Department



Legend

- Street
- Alley
- Parcels
- Buildings
- Zoning
- T4L
- T3
- T2
- Water Features

Site Information
 0908C-01-001.000
 Zoning: R-1-10 (Single-family)
 Size: 17.72 acres
 Flood: X



1 inch = 300 feet



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



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

For Staff Use Only

Case File #: **1811PC127**

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

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

Property Information

TAX PARCEL #

0	9	0	8	E

 -

0	1

 -

0	0	1

 •

0	0	1

(If necessary, use separate sheet of paper)

Address of Property Involved: N/A

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

General Location: West of Preservation Drive; North of Kinder Drive**GENERAL DESCRIPTION OF REQUEST:**Re-zone approximately 17.72 acres of property that was previously part of Smart CodeOverlay (T4L & T3) and currently zoned R-1-10 to T4+**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**Florence Gardens, LLC**

Printed Name Of Owner
12321 Preservation Drive

Mailing Address
Gulfport MS 39503

City State Zip code
(228) 575-7738 Office

Home Phone Work Cell Phone
ryan@florencegardens.com

Email

Signature Of Owner

AGENT**Brown, Mitchell & Alexander, Inc.**

Printed Name Of Agent
401 Cowan Road, Suite A

Mailing Address
Gulfport MS 39507

City State Zip code
(228) 864-7612 Office

Home Phone Work Cell Phone
ben@bmaengineers.com

Email

Signature Of Agent

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



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



BROWN, MITCHELL
& ALEXANDER, INC.

CONSULTING ENGINEERS

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

796 Vieux Marche, 2nd Floor
Biloxi, MS 39530
228-436-7612

3103 Pascagoula Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

October 1, 2018

Gregory Holmes – Planning Administrator
City of Gulfport – Planning Division
1410 24th Avenue
Gulfport, MS 39501

**RE: Statement for Rezoning Request
Florence Gardens, LLC
Gulfport, Mississippi**

Dear Mr. Holmes:

Brown, Mitchell & Alexander, Inc. (BMA) hereby requests, on behalf of our client, Florence Gardens, LLC to rezone approximately 15.97 acres of property (Parcel No. 0908E-01-001.001) that was previously part of Smart Code Overlay (T4L & T3) and currently zoned R-1-10 to T4+.

We are submitting this request due to a ***Change in Condition***. The condition which warrants this change in zoning is due to the desire to create a denser populated area compared to the current zoning. This also allows the area to be similar in appearance to the T4L layout to the adjacent south of the proposed rezoning area, helping with the overall appearance and master plan goal for Florence Gardens.

Please see attached proposed development schedule detailing the anticipated time schedule for beginning and completion and any successive stages in the development.

BMA will represent the applicant / owner in all matters involving this request for re-zoning in the above mentioned parcel. Owner: Florence Gardens, LLC, 12321 Preservation Drive, Gulfport, MS 39503.

Should you have any questions or comments, please feel free to contact me at (228) 436-7612.

Sincerely,

Benjamin Smith, P.E.
Vice President

Attachments

CELEBRATING



Florence Gardens, Phase 6 Development Schedule

ACTIVITY	START	FINISH	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY
			1 8 15 22 29	5 12 19 26	3 10 17 24 31	7 14 21 28	4 11 18 25	1 8 15 22 29	6 13 20 27	
Submit Rezoning Request	1-Oct	2-Oct								
Submit General Plan Application	2-Oct	4-Dec								
Planning Commission Rezoning Approval	15-Nov	15-Nov								
City Council Rezoning Approval	4-Dec	4-Dec								
Planning Commission General Plan Approval	17-Jan	17-Jan								
Construction	18-Feb	31-May								
Final Plat Approval	20-Jun	20-Jun								



**BROWN, MITCHELL
& ALEXANDER, INC.**

CONSULTING ENGINEERS

401 Cowan Road, Suite A
Gulfport, MS 39507
228-864-7612

796 Vieux Marche, 2nd Floor
Biloxi, MS 39530
228-436-7612

3103 Pascagoula Street
Pascagoula, MS 39567
228-436-7612

www.bmaengineers.com

October 2, 2018

Gregory Holmes – Planning Administrator
City of Gulfport – Planning Division
1410 24th Avenue
Gulfport, MS 39501

**RE: Application for Zoning Map Amendment
Florence Gardens, LLC
Gulfport, Mississippi**

Dear Mr. Holmes:

Enclosed is a complete Application for Zoning Map Amendment for Tax Parcel No. 0908E-01-001.001. Please find attached the following:

- Zoning Map Amendment application,
- Proof of ownership,
- Notarized authority to act as agent for owner,
- Proposed site plan and
- Written statement for rezoning request.

BMA hereby requests, on behalf of our client, Florence Gardens, LLC to rezone approximately 17.72 acres of property that was previously part of Smart Code Overlay (T4L & T3) and currently zoned R-1-10 to T4+.

Should you have any questions or comments, please feel free to contact me at (228) 436-7612.

Sincerely,

Benjamin Smith, P.E.
Vice President

Attachments

CELEBRATING





SCALE: 1"=150'

R-1-10

R-1-10

AREA TO BE REZONED (17.72 ACRES)

R-

T3

T4L

ALPHABET ROAD

KINDER DRIVE

WESTMINSTER BOULEVARD

PRESERVATION DRIVE

FLORENCE GARDENS, PHASE VI
FLORENCE GARDENS, LLC
GULFPORT, MISSISSIPPI
REZONING SITE PLAN

bma BROWN, MITCHELL
& ALEXANDER, INC.
CONSULTING ENGINEERS
www.bmaengineers.com

401 Cowan Road,
Suite A,
Gulfport, MS 39502
(228)864-7612
Fax (228)864-7676
796 Vieux Marche,
2nd Floor,
Biloxi, MS 39530
(228)436-7612
Fax (228)436-7676



URBAN DEVELOPMENT
PLANNING DIVISION

October 29, 2018

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

Florence Gardens, LLC (owner)
12321 Preservation Drive
Gulfport, MS 39503

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

RE: Zoning Map Amendment 1811PC127, by Agent, tax parcel number 0908E-01-001.001, Request to rezone 17.72-acre area from R-1-10 (Single-family) to T4+ (General Urban Zone "Plus"), Ward 6

To Whom It May Concern:

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

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

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

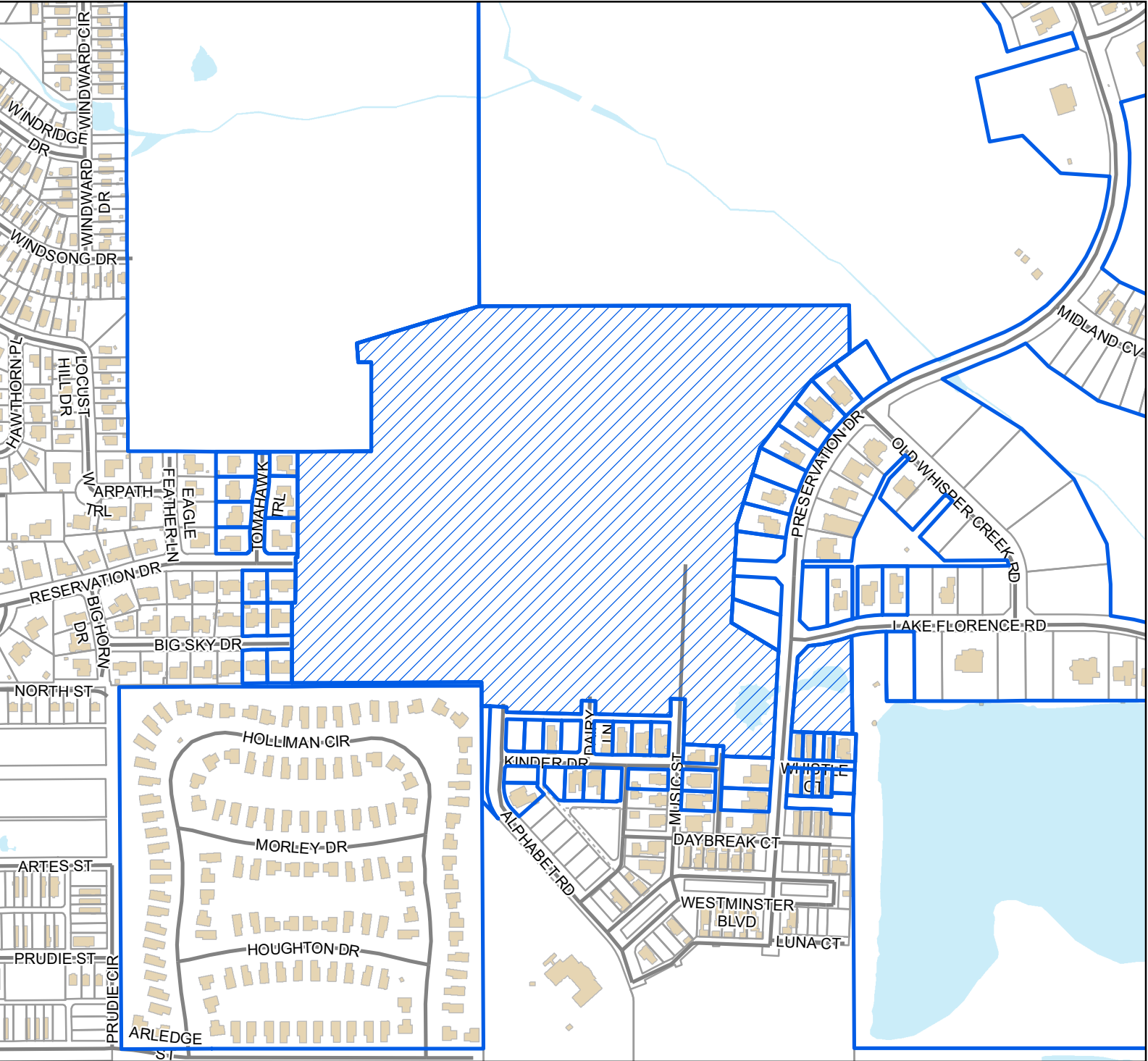
A copy of the filed application to be considered will be available for public review at the office of the Department of Urban Development – Planning Division located at the Hardy Building, 1410 24th Avenue. Adjacent property owners will not be provided any further correspondence on the matter unless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

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

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

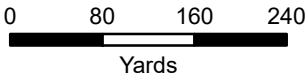
Sincerely,
City of Gulfport Planning Division

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



Legend

- Site
- Adjacent Properties
- Street
- Alley
- Parcels
- Buildings
- Water Features
- City Limit



1 inch = 500 feet



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PPIN	Parcel ID	Name	Address	City	State	ZIP
		Florence Gardens, LLC (owner)	12321 Preservation Drive	Gulfport	MS	39503
		Brown, Mitchell, & Alexander, Inc (agent)	401 Cowan Rd Suite A	Gulfport	MS	39507
Adjacent Property Owners						
53688	0908E-01-063.000	BALDWIN CLAUDIA V	113 BIG SKY DR	GULFPORT	MS	39503
134512	0908F-01-002.037	BISHOP KEYUN & TORI	13150 DAYBREAK CT	GULFPORT	MS	39503
127923	0908F-01-006.000	BRANCH DAVID & RACHEL R	15370 SUMMERFIELD DRIVE	GULFPORT	MS	39503
134520	0908F-01-002.045	BRISTER GARY A	260 MARTIN LN	SLIDELL	LA	70458
129034	0908F-01-021.000	BUTLER HOMES LLC	P O BOX 7444	D'IBERVILLE	MS	39540
53694	0908E-01-049.000	CLIFTON ROBERT VINCENT	136 RESERVATION DRIVE	GULFPORT	MS	39503
134515	0908F-01-002.040	COBB DAPHNE	13141 WHISTLE COURT	GULFPORT	MS	39503
134521	0908F-01-002.046	CREEL JAMES E & NANCY A	13146 WHISTLE COURT	GULFPORT	MS	39503
134511	0908F-01-002.036	TODD LEVI C & RACHELLE	13146 DAYBREAK COURT	GULFPORT	MS	39503
16132	0908E-01-001.000	DEVELOPMENT CONSULTING INC	5235 KOOIMAN RD BLDG 8	THEODORE	AL	36582
53710	0908E-01-046.000	EDWARDS SANDRA M	103 TOMAHAWK TRAIL	GULFPORT	MS	39503
127924	0908F-01-003.000	EPPERT HERBERT C JR & MELAINE S	12212 PRESERVATION DR	GULFPORT	MS	39503
53693	0908E-01-050.000	EVANS VIRGINIA H	134 RESERVATION DR	GULFPORT	MS	39503
134519	0908F-01-002.044	FERREIRA ALEJANDRO E	13138 WHISTLE CT	GULFPORT	MS	39503
1	0908C-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
56947	0908F-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
100817	0908E-01-001.001	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
129031	0908F-01-018.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
129048	0908F-01-035.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
133012	0908F-01-042.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
133015	0908F-01-045.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
141412	0908F-01-059.000	MICHELLI MADELEINE	1955 POPPS FERRY RD APT 2149FF	BILOXI	MS	39532
141415	0908F-01-062.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
141423	0908F-01-070.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
141424	0908F-01-071.000	SHEPARD HOMES LLC	14601 NATURE TRAIL	VANCLEAVE	MS	39565
141425	0908F-01-072.000	MCGUIRE DESIGN & CONSTRUCTION INC	15276-A DEDEAUX RD	GULFPORT	MS	39503
141427	0908F-01-074.000	JACKSON AVERY & LAUREN	14028 WATERFORD CIR	GULFPORT	MS	39503
141429	0908F-01-002.061	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
134534	0908F-01-002.059	FLORENCE GARDENS RES NEIGHBORHOOD	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
141422	0908F-01-069.000	GAGNON MARK & SUSAN	13568 WINDROSE CIRCLE	GULFPORT	MS	39503

129030	0908F-01-017.000	GOLDIN FLORENCE	12200 PRESERVATION DRIVE	GULFPORT	MS	39503
134518	0908F-01-002.043	GOLDIN RYAN M & TOBY R	13130 WHISTLE COURT	GULFPORT	MS	39503
127922	0908F-01-005.000	GOLDIN SCOTT LEE	12207 PRESERVATION DRIVE	GULFPORT	MS	39503
134531	0908F-01-002.056	HARWELL WILLIAM D IV & MELISSA	18294 WILD TURKEY COVE	SAUCIER	MS	39574
134517	0908F-01-002.042	HENDRY RONALD L & GENIE C	318 GOOSE POINTE BLVD	BILOXI	MS	39531
134524	0908F-01-002.049	HERBERT ARTHUR J III & ELLEN G	11991 PRESERVATION DR	GULFPORT	MS	39503
141334	0908F-01-054.000	HINES OWEN CLARK JR & KELLY FLYNN	13311 KINDER DRIVE	GULFPORT	MS	39503
129024	0908F-01-011.000	GOLDIN ALAN H & HOPE U	12223 PRESERVATION DR	GULFPORT	MS	39503
134528	0908F-01-002.053	HODGES KENNETH L & CARLIE C	11990 MUSIC ST	GULFPORT	MS	39503
141333	0908F-01-053.000	HOLLEY NEIL E	13315 KINDER DR	GULFPORT	MS	39503
56942	0908E-02-001.000	HOLLIMAN PLACE LLC	P O BOX 349	OXFORD	MS	38655
129023	0908F-01-010.000	HOPE TIM R & BETTY A	12227 PRESERVATION DR	GULFPORT	MS	39503
134509	0908F-01-002.034	BRECKENRIDGE ROBERT D & FRANCES A	13138 DAYBREAK CT	GULFPORT	MS	39503
134526	0908F-01-002.051	JOHNSON ANA L	11998 MUSIC STREET	GULFPORT	MS	39503
53708	0908E-01-048.000	KIRCH LINDA J & PROCTOR ALAN S	133 RESERVATION DR	GULFPORT	MS	39503
134527	0908F-01-002.052	KROLL DONALD A & MARLENE B	11994 MUSIC STREET	GULFPORT	MS	39503
129025	0908F-01-012.000	LIEBERMAN STACY RESIDENCE TRUST	14231 SEAWAY RD STE 7000	GULFPORT	MS	39503
134513	0908F-01-002.038	LAWSON DAVID W & ANN G	13149 WHISTLE CT	GULFPORT	MS	39503
129033	0908F-01-020.000	LUKE JEREMY E & TINA B	13140 LAKE FLORENCE RD	GULFPORT	MS	39503
141413	0908F-01-060.000	MARSHALL CHAD E & JARRID HILL	13318 KINDER DR	GULFPORT	MS	39503
134522	0908F-01-002.047	MARTIN LESLIE HOMER JR & LADY DELL	13150 WHISTLE COURT	GULFPORT	MS	39503
141414	0908F-01-061.000	MASSEY CHARLES P	13322 KINDER DR	GULFPORT	MS	39503
130175	0908F-01-041.000	MILLER MARJORIE DIANNE	133 SOUTHERN CIR	GULFPORT	MS	39507
53705	0908E-01-043.000	MOODY ARTIES JONES JR & SHARON L	100 TOMAHAWK TRAIL	GULFPORT	MS	39503
134510	0908F-01-002.035	MORA JANET	13142 DAYBREAK COURT	GULFPORT	MS	39503
53704	0908E-01-042.000	NOERNBERG WILLIAM E II &	131 RESERVATION DR	GULFPORT	MS	39503
141335	0908F-01-055.000	GILREATH MICHAEL H & CYNTHIA	13307 KINDER DR	GULFPORT	MS	39503
133013	0908F-01-043.000	PAPPAS JOHN F & JOANN ORPHANOS	2066 MAUVILLA COVE	BILOXI	MS	39531
133014	0908F-01-044.000	PAPPAS JOHN F & JOANN ORPHANOS	2066 MAUVILLA COVE	BILOXI	MS	39531
134530	0908F-01-002.055	PIKE BRANDON A	11993 MUSIC ST	GULFPORT	MS	39503
134514	0908F-01-002.039	RAULSTON LARRY WADE & KIMBERLY LANE	13145 WHISTLE COURT	GULFPORT	MS	39503
53690	0908E-01-061.000	RAY MARK STEVEN & DARI STARLING	145 GARY ST	GULFPORT	MS	39503
134516	0908F-01-002.041	RIDDLE DONALD S & KATHLEEN M	13137 WHISTLE COURT	GULFPORT	MS	39503
53687	0908E-01-064.000	MCKINNEY JOHNNY F	111 BIG SKY DR	GULFPORT	MS	39503

141426	0908F-01-073.000	RICE SIDNEY EARL JR & SHELLY	13327 KINDER DR	GULFPORT	MS	39503
141336	0908F-01-056.000	ROGERS RANDALL S & SELENA R	13303 KINDER DR	GULFPORT	MS	39503
134508	0908F-01-002.033	STAFFORD DONALD R	11567 BRIARSTONE PLACE	GULFPORT	MS	39503
127925	0908F-01-004.000	SUROWIEC WALTER J & CARTER KRISTINE	12208 PRESERVATION DRIVE	GULFPORT	MS	39503
129027	0908F-01-014.000	SWANGER DAWN & BRANDON	11987 PRESERVATION DR	GULFPORT	MS	39503
53709	0908E-01-047.000	TATE BARBARA E & TURNER CARLOTTA	101 TOMAHAWK TRAIL	GULFPORT	MS	39503
53707	0908E-01-045.000	TOLAR TERRY	2620 RUE PALAFOX	BILOXI	MS	39531
129026	0908F-01-013.000	TRAN JOHN HUU & TRAN HONG NGUYEN	12215 PRESERVATION DR	GULFPORT	MS	39503
129032	0908F-01-019.000	VANN MICHAEL A & THERESA	13144 LAKE FLORENCE RD	GULFPORT	MS	39503
53706	0908E-01-044.000	WANZO VICTORIA L & WILLIE JR	102 TOMAHAWK TRAIL	GULFPORT	MS	39503
134523	0908F-01-002.048	WETZEL RAUN JOSEPH & VICTORIA R	13062 MIDLAND COVE	GULFPORT	MS	39503
53689	0908E-01-062.000	ESCOBAR MAURICIO	20280 LENNIA CUEVAS RD	SAUCIER	MS	39574

SunHerald

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Depth
	0003921534	LEGAL NOTICE			1	12.20 In

Attention:

GULFPORT URBAN DEVELOPMENT
PO BOX 1780
GULFPORT, MS 39502

LEGAL NOTICE PUBLIC HEARING

In conformance with Section VII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that:

the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, November 15, 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.

Zoning Map Amendment 1811PC119, Zoning Map Amendment 1811PC119, by Agent, tax parcel 0811H-01-030.000, Request to rezone from R-2 (Single-family) to B-1 (Neighborhood business), 19th

SL Ward 2
Special Exception 1811PC121, Special Exception 1811PC121, by Agent, tax parcel 1008F-01-006.000, Request assisted living facility use, Highlands Cir., zoned R-B (Residence-business), Ward 6

Planning Commission Approval Home Occupation 1811PC123, Planning Commission Approval 1811PC123, by Agent, tax parcel 1010H-02-009.000, Request home occupation for a mobile spray-tan service, 2235 E Pass Rd.

Zoned B-2 (General Business), Ward 2
Zoning Map Amendment 1811PC124, Zoning Map Amendment 1811PC124, by Agent, tax parcel 1010G-03-018.000, Request to rezone from T4+ (General Urban Zone, "Plus") to T6 (Urban Core Zone), 1909 E Pass Road, Ward 2

Zoning Map Amendment 1811PC125, Zoning Map Amendment 1811PC125, by Agent, tax parcel number 0908C-01-001.000, Request to rezone a 15.97-acre area from R-1-15 (Single-family) to R-

1-75 (Single-family), Ward 8
Planning Commission Approval for Home Occupation 1811PC126, Planning Commission Approval 1811PC126, by Owner, tax parcel 0910J-04-

021.000, Request home occupation for candle-making business, 44 39th St, Zoned

R-1-7.5 (Single-family), Ward 4
Zoning Map Amendment 1811PC127, Zoning Map Amendment 1811PC127, by Agent, tax parcel number 0908E-01-

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)

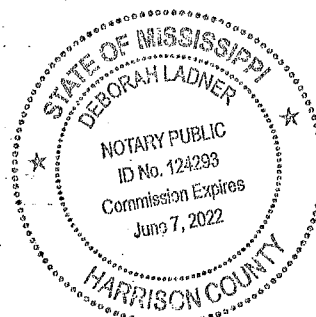
Published On:

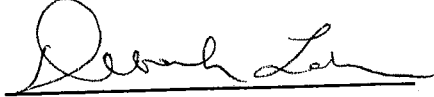
October 31, 2018

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

Sworn to and subscribed before me this 1st day of November 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.

OUT, DUT, Request to rezone 1/2-acre
area from R-1-10 (Single-family) to T4-

(General Urban Zone
"Plus"), Ward 6
Planning Commission Approval
1811PC129:
Planning Commission Approval
1811PC129, by Agent, tax parcel
0808E-02-
030.000, Request for church use,
12178 Highway 49 Ste G, Zoned B-4
(Highway
Business), Ward 7

Planning Commission Approval
1811PC131:
Planning Commission Approval
1811PC131, by Agent, tax parcel
1010H-01-
014.000, Request a warehouse use,
2302 E Pass Rd, Zoned B-2 (General
business),
Ward 5
Zoning Text Amendment 1811PC132:
Zoning Text Amendment 1808PC132,
by City of Gulfport, City of Gulfport,
Amendments to the Comprehensive
Zoning Ordinance, as amended, Section
IV.
(D) Supplementary yard regulations (1)
(c) Screen Wall and (7) Fences, walls,
and
hedges.

Planning Commission Approval
1811PC134:
Planning Commission Approval
1811PC134, by Agent, tax parcel
0811E-03-
092.001, Request church use, 3100
15th St, Zoned T4L (General Urban
Zone
"Limited"),
Ward 2.
This the 24th day of October 2018
Keith Williams, Chairman
City of Gulfport Planning Commission
10/31-ADV#0003921534

CITY OF GULFPORT PLANNING COMMISSION

1811PC127

TRANSCRIPT OF HEARING

November 15, 2018

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 15TH DAY OF NOVEMBER 2018
COMMENCING AT 4:30 P.M. AND REPORTED BY
NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

COMMISSION MEMBERS PRESENT:

KEITH WILLIAMS, President
WILLIAM "PRINCE" JONES
B.J. SELLERS
BRANDON ELLIOTT (RECUSED)
CHARLIE HEWES
JOHN ANTHONY
HAROLD SPANN
COLETTE TOWLES (LEFT MEETING EARLY)
LANE HENSARLING

STAFF PRESENT:

GREG PIETRANGELO
GREG HOLMES
CORY LONG
SU-LIN BOLIN
MATILDA WELCH

1 7. Zoning Map Amendment 1811PC126

2 MS. BOLIN: Item 7, zoning map amendment 127
3 has been duly and timely noticed as required by law. The
4 applicant requests to rezone 17.72 acre area from R-1-10
5 single family to T4+ general urban zone plus, Ward 6. A
6 copy of the packet considered is hereby offered into the
7 record.

8 MR. WILLIAMS: Thank you.

9 Someone here to speak for this request?

10 MR. SMITH: Good evening, again.

11 Ben Smith, Brown, Mitchell & Alexander, 401
12 Cowan Road. This time I've got some props with us to
13 further explain this one.

14 Again, we're requesting a rezoning to an area
15 -- to rezone an area to T4+. It's immediately north and
16 adjacent to an area that was previously overlaid in the
17 Smart Code as T4L.

18 And I wanted o kind of give a quick
19 background on the project, so I'm going to kind of turn to
20 the master plan that was developed years ago whenever the
21 City of Gulfport adopted Smart Code as an overlay
22 opportunity. Florence Gardens had begun some master
23 planning with Smart Code as one of the backgrounds for what
24 their master plan was going to look like.

25 And so they were one of the first

1 developments that received the Smart Code overlay. They
2 previously successfully developed a couple of phases of that
3 as you can well see by everyone.

4 And so this segment is just the natural
5 growth of the neighborhood moving from what was previously
6 developed as Phase 2 into the area. And it's kind of hard
7 to see. Everybody should have that in their packet. But
8 the area in question is right in here. The lots and the
9 reason for the zoning request is consistent with that master
10 plan.

11 Again, the plan for this phase of development
12 if successfully approved would be to move immediately into a
13 general plan application for development of -- the immediate
14 goal would be 30 lots, if I've got my number right.

15 So that's our anticipated plan at this point
16 in time. And again, I've got Anna Johnson, Ryan Goldin, and
17 Martin Goldin to support.

18 MR. WILLIAMS: All right. Any questions,
19 Commissioners?

20 MR. ANTHONY: Is this property going to be
21 the 17.72 acres or is it 15.97?

22 MR. SMITH: This phase is around 17 acres.

23 MR. WILLIAMS: 17.72.

24 MR. ANTHONY: It's in the packet. But up
25 top, I'm seeing 17.72 acres on that, but again, I'm going to

1 the technical details at the bottom --

2 MR. WILLIAMS: On this one here?

3 MR. ANTHONY: -- seeing 15.97.

4 MR. WILLIAMS: Okay. On Phase 1 of the
5 technical report, he's talking at the bottom, it does
6 reference 15.97.

7 For clarity, it is the 17.72.

8 MR. SMITH: Yes.

9 MR. WILLIAMS: Good question. Thank you.

10 All right. Any further questions?

11 So the need for this change, is this
12 different from the original plan?

13 MR. SMITH: No. I would say not. I mean,
14 the original plan contemplated a row house use which is what
15 Smart Code kind of designates a zero lot line use. So that
16 was always part of the original plan. So we're just kind of
17 following that progression.

18 MR. WILLIAMS: Further questions?

19 MR. SELLERS: I'm being a little dense here.
20 But is all the red the 17 point whatever acres?

21 MR. SMITH: That's the area in question for
22 rezoning, yes.

23 MR. SELLERS: All of the red?

24 MR. SMITH: The red --

25 MR. SELLERS: What's the pink designation?

1 What is that area?

2 MR. SMITH: That pink outlying area that you
3 see is the area that, the plan immediately after this would
4 be the general plan for that segment of the neighborhood.

5 MR. SELLERS: All right. That's Phase 1 of
6 this area more or less.

7 MR. SMITH: Correct.

8 MR. SELLERS: And just one other question.
9 On the row houses, those are individually owned units; the
10 property line is the wall between the two units. Is that
11 correct?

12 MR. SMITH: Yes.

13 MR. WILLIAMS: Okay.

14 Further questions?

15 MS. TOWLES: And how many proposed units per
16 row house?

17 MR. SMITH: That may be something that's
18 better answered by Ryan or Martin.

19 MR. WILLIAMS: He's going to speak again, so
20 we'll let him come up in a second and answer that.

21 So anything for Mr. Smith? He didn't want to
22 give a number and be wrong, so he's going to let Martin tell
23 you.

24 MR. SMITH: That's right.

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

1 Anyone else here to speak for this request?

2 MS. JOHNSON: My name is Anna Johnson for the
3 record, 11998 Music Street in Gulfport. I'm a Mississippi
4 real estate broker with Bayou Realty, License Number 13732.

5 I have been with the Florence Gardens project
6 over 20 years since the raw land was purchased and the
7 master plan was born.

8 I also own a house in Florence Gardens
9 located south and adjoining to the 17 acres that is the
10 subject of the hearing.

11 Today, I want to address the topic of public
12 need as it relates to our rezoning request.

13 Florence Gardens is a property containing
14 over 400 acres with almost a third preserved in green space
15 and water, including 27 acre Lake Florence.

16 From pine forest and former dairy pasture
17 land, we carved out a neighborhood of varying lot sizes and
18 homes that today sell in the hundred and forty to \$160 per
19 square foot range.

20 We have worked hard to provide housing
21 products and amenities for every stage of life.
22 Multi-generational is the term often used to describe
23 Florence Gardens, and we take pride in that.

24 Today, with over 100 rooftops in Florence
25 Gardens, there is a public need on site and in the market.

1 In my capacity as a real estate broker, I
2 hear from folks looking for a very well-done neighborhood
3 for the age 55 plus year-old-market who are not quite ready
4 for Sea Shore that, you know, would like to have some nice
5 housing to age in place.

6 As the postulation ages, these are people
7 looking to downsize from their 3,000 square foot family home
8 to a more manageable size. Many don't want a yard, so
9 within this zoning we have the cottage court homes. Some
10 prefer a side yard home. Some want row houses or condos,
11 attached home, that they can lock up and leave while they're
12 traveling.

13 They also want tree lined streets and
14 sidewalks, amenities such as a meeting hall with exercise
15 equipment, an indoor pool, a yoga studio they could bike or
16 walk to, a coffee shop where they can meet up for a quick
17 breakfast, concierge services such as housekeeping would
18 also be provided. Overwhelmingly, () with people who
19 are at the same stage of life whose daily routines are in
20 harmony with their own.

21 At Florence Gardens, we understand this need.
22 One of my neighbors actually on Kinder Drive when they heard
23 of the condo project, they were immediately drawn to the
24 lifestyle of their next move.

25 Further to this topic of need, a few years

1 ago, Hope Academy, a private school, built a new campus in
2 Florence Gardens, and many of those parents and grandparents
3 and faculty choose Florence Gardens as their home.

4 Today we have no cottage court lots. We have
5 very few side lots. The demand for this style home
6 continues, and there's a pent up demand.

7 The housing projects afforded to us in the
8 T4+ zoning is what we need in Florence Gardens. Thank you.

9 MR. WILLIAMS: All right. Right on time.
10 Thank you. Appreciate it.

11 Anyone else to speak for the request?

12 MR. RYAN GOLDIN: Ryan Goldin, 13130 Whistle
13 Court, Gulfport, licensed realtor with Bayou Realty, License
14 Number 17426, as well as vice-president and director of
15 operations at Florence Gardens.

16 Our request for T4 is due to the changing
17 conditions at Florence Gardens and the greater Gulfport
18 market.

19 The most notable changes are now that
20 Florence Gardens has 100 rooftops and home to an independent
21 private school called Hope Academy.

22 Hope Academy moved to Florence Gardens three
23 years ago with a few faculty members and only 43 students.
24 Today, Hope Academy now employs 25 faculty members and 150
25 students from Pre-K2 through sixth grade, with seventh and

1 eighth grade coming this fall.

2 Once Hope Academy called Florence Gardens
3 home, a principal bought a cottage court home walking
4 distance to the school in Florence Gardens, a teacher built
5 a beautiful custom home on Westminster Boulevard less than a
6 block from the school, and other families now call Florence
7 Gardens home due to Hope Academy.

8 As a result of all of this activity and the
9 critical mass at Florence Gardens, there is a need for
10 commercial and other certain services, such as an office
11 building, retail building, live theater or appropriate
12 parking structure.

13 The developer of Florence Gardens has no
14 plans to build any of these, but if someone else wanted to,
15 Florence Gardens would welcome it, also due to architectural
16 review and approval.

17 This has always been our intention to have --
18 to add the uses allowed in T4+ zoning since we developed our
19 very first master plan and why we have applied for T4+ in
20 the first place.

21 Thank you.

22 MR. WILLIAMS: Thank you. Appreciate it.

23 Anyone else to speak for the request?

24 MR. MARTIN GOLDIN: Again, my name is Martin
25 Goldin, same address. I'm here to speak for it. But would

1 it be appropriate for me to speak if there's others that --
2 in response to what others have to say negatively?

3 MR. WILLIAMS: Well, if you want to make some
4 positive comments or whatever, what we've done is we've
5 allowed you or your representative to come back and address
6 anything that may come up. So I'll let you do that.

7 MR. MARTIN GOLDIN: Well, I just have a short
8 statement.

9 MR. WILLIAMS: Yeah.

10 MR. MARTIN GOLDIN: These are all Florence
11 Gardens, people who are all neighbors and friends who are
12 all sitting together.

13 Smart Code is complicated. And T4+ zoning is
14 simply what Smart Code is all about. It's what over 100
15 residents of Florence Gardens, including Ryan, Anna, and
16 myself bought into when we decided to live there.

17 While a few residents explicitly oppose T4+,
18 there are more than 90 other households, over 90 percent,
19 who moved to Florence Gardens, at least in part, to enjoy
20 the benefits of Smart Code that T4+ offered.

21 Within the T4+ list of building functions,
22 there are a number of uses that are allowed only by warrant
23 and by planning commission approval. Today, we are not
24 requesting approval of any of these functions, only the uses
25 that T4+ provides by right.

1 In the future, if any of the uses within the
2 T4+ district that requires city approval are applied for,
3 Florence Gardens will support or oppose each application
4 based on the merits of the situation. And Florence Gardens
5 has full faith that the city will likewise evaluate these
6 cases properly and fairly at that time in deciding whether
7 or not to ultimately grant approval.

8 And here is the crux of it. There are six
9 non-housing uses in T4+ zoning allowed only by warrant or by
10 planning commission approval that are not allowed at all in
11 T4L. I think you're going to hear more about T4L in a
12 little while.

13 These uses include, the six uses, include and
14 are limited to a liquor selling establishment, museum,
15 religious assembly, gasoline facility, college and trade
16 school. So it's a package deal in Smart Code. In order to
17 get housing units by right, you have potential change for
18 the future that any or all of these six non-housing uses may
19 come into play, but only with city approval at that time.

20 To deny Florence Gardens' request today,
21 however, of the T4+ zoning would be to deny the residents
22 who have already purchased lots in Florence Gardens
23 conditioned on the understanding that the master plan
24 approved by the city under Smart Code would be fundamentally
25 followed specifically including the permitted uses. There

1 is no applicable appropriate zoning classification under
2 Smart Code other than T4+ that allows for row houses, side
3 yard houses, and cottage court houses, all of which a public
4 need has been proven to exist by sales to date in the
5 Florence Gardens community.

6 I'm here to answer any questions if anyone
7 has any.

8 MR. WILLIAMS: Any questions of Mr. Goldin
9 while he's here with regards to the comments?

10 MR. JONES: I have one.

11 MR. WILLIAMS: Coach.

12 MR. JONES: You say the school have 25
13 teachers.

14 MR. GOLDIN: Yes, sir.

15 MR. JONES: Are they all licensed teachers?

16 MR. GOLDIN: The ones that are required to be
17 licensed, I'd say that probably 21 of them are licensed.
18 Some of them are assistants.

19 MR. JONES: I was just thinking about the
20 school.

21 MR. WILLIAMS: All right. Any further
22 questions?

23 All right. Thank you, sir. Appreciate it.

24 Anyone else here to speak for this request?

25 Anyone here tonight to speak against this

1 request?

2 MR. ROGERS: Good evening, Commissioners. If
3 I've learned anything about this process --

4 MR. WILLIAMS: Your name and address.

5 MR. ROGERS: I'm Randy Rogers, 13303 Kinder
6 Drive.

7 Appreciate your time as I've learned anything
8 this process, and I've learned a lot, you have tough jobs.
9 I appreciate your service. I know it can get pretty
10 contentious.

11 I hope that our founders are still my friends
12 when this is over with because I consider them friends. But
13 unfortunately, the way this is packaged, we cannot support
14 this as neighbors.

15 I have five children. That's four weddings
16 and at least one rehearsal dinner and five colleges. I will
17 not take this all the way to the Supreme Court. I will run
18 out of money way before that.

19 So I really am relying on you guys to -- and
20 gals -- to please support us. I have a vision of coming out
21 of the back of my home on Kinder Drive, and I am adjacent,
22 almost everyone who's going to speak tonight is adjacent.
23 We are here in force. And I put that in quotation marks
24 because I know you want to get back to your families, and we
25 probably could have 20 or 30 people speak. We just brought

1 enough where we think will get your attention to do
2 something different because that's what needs to be done
3 here.

4 So I'm on Kinder Drive, and I have a vision
5 of coming out on my back yard or my garage and seeing a sex
6 offender sipping on coffee and has every right to free roam
7 throughout my neighborhood.

8 I relied on the zoning that was there when I
9 purchased my home a year an a half ago. The plan was very
10 clear. There is not a clear plan for this what I call spot
11 zone in the center of the neighborhood to do this type of
12 retail and that type of thing.

13 So I believe, I have to deduce from the
14 things that I've heard, although there are some
15 inconsistencies as to what the plan is that I'm hearing
16 tonight, I have to assume that there's some commercial use.
17 There's really no residential application here. There's no
18 change. The only change that is made going from T4L to T4+
19 is office buildings by right, retail buildings by right,
20 liquor store by planning commission approval, although as
21 neighbors we're not sure where and when we'll be able to
22 provide input on that, a live theater by right, museum by
23 planning comission approval, parking structure by right, and
24 gas station by planning commission approval.

25 So the retail buildings by right alone are

1 very problematic in the center of a neighborhood. Nothing
2 has changed. There were no mistakes made in the original
3 zoning. Okay? This is about saving costs. They don't want
4 to go through all the extra steps because of the lot sizes
5 and the things that they want to do, that they've already
6 done in other areas of the neighborhood.

7 And so by saving money and lowering their
8 cost, they're subjecting all of these residents to a
9 tremendous amount of risk as to what's going to end up in
10 our back yard.

11 And it's just cartoonish. I've lived in
12 several different states, several different places. My wife
13 is from Vicksburg, and so we considered moving to Gulfport a
14 year and a half ago, a homecoming for her. We're very
15 happy, and our children are very happy here. And all of a
16 sudden we find ourselves in this predicament.

17 And so I'm relying on this group to hopefully
18 help us and make the right decision and maybe consider some
19 other alternative. The T4L is appropriate for what they're
20 trying to do right now.

21 MR. WILLIAMS: Any questions of this
22 resident?

23 All right. And I apologize, I don't want to
24 sensationalize it or whatever. What was the sex offender
25 comment in regards to?

1 MR. ROGERS: Well, so right now, when we're
2 in our neighborhood and our kids are free roaming out and
3 playing in the neighborhood, there's two people that come in
4 the neighborhood. One, people come into the school during
5 school hours in and out. Right? And then there's our
6 people that live there. Right? So once you add this
7 retail right in the center of the neighborhood, anyone can
8 come in, anyone has the right to be wherever they want to
9 be. It stops that --

10 MR. WILLIAMS: Exclusivity.

11 MR. ROGERS: Yeah, you know. It's a lot of
12 traffic and it brings in a lot of risk for the homeowners
13 there. And that was our plan. The plan was very well
14 publicized. The only thing that was ever talked about was
15 retail up on O'Neal Road on the edge of the neighborhood,
16 not in the center, not in this spot zoning.

17 MR. ANTHONY: So you're not against the
18 residential development?

19 MR. ROGERS: No, sir. And thank you for
20 phrasing it that way.

21 We actually, as you heard crickets during the
22 Amendment Number 5 that you looked at tonight was going from
23 one residential to another residential. We were quiet. I
24 would be here in support of things that are called for in
25 the plan. Okay? And there was a commercial district way up

1 at the front of the neighborhood -- okay? -- on O'Neal Road,
2 which is a busy road, and that seemed logical to me. I'm in
3 the back of the neighborhood, I'm in the center, actually,
4 where this spot zone is being proposed.

5 So this is nothing in the plan. This is
6 obviously a way to circumvent having to go through the extra
7 steps that they went through and possibly some cost to get
8 those row houses.

9 Unfortunately for us, it puts too much risk
10 on us, so we can't support it.

11 MR. ANTHONY: Mr. Chairman, may I ask the
12 staff a question?

13 MR. WILLIAMS: Certainly.

14 MR. ANTHONY: So just from the residential
15 part, not the commercial side of things, could the
16 development go in this current zoning without dealing with
17 any commercial?

18 MR. HOLMES: It's R-1-10 now, some ()
19 put in ().

20 MR. ANTHONY: What would they have to do if
21 it's strictly, what I'm seeing as far as the development
22 plan, for the residential, the row houses, what zoning would
23 that be for that?

24 MR. HOLMES: There's several different
25 zonings. They could use T4L but that would require them to

1 () out there. T4+ would allow it, an R-B, R-0 and
2 R-2. There's other zonings, but each one carries a
3 different factor in what the would be.

4 MR. ANTHONY: All right.

5 MR. WILLIAMS: Any other questions for this
6 resident?

7 All right. Thank you, sir. Appreciate it.

8 MR. ROGERS: Thank you so much.

9 MR. WILLIAMS: Anyone else here to speak
10 against the request?

11 MR. KISH: Good evening. Kyle Kish, 13137
12 Westminster Boulevard. I'm happily a resident of Florence
13 Gardens. I'm also a registered architect in the State of
14 Mississippi.

15 I've had the pleasure and honor to work on
16 the Hope Academy with the developers and that going forward.

17 My wife is also a registered architect.

18 We chose to live in Florence Gardens a number
19 of years ago. We were the first ones to build in our area.
20 We love the area. Can't wait for it to see it grow. We
21 don't have issue with that.

22 We currently have a 24 foot wide house. Our
23 area is designated as T4L. So therefore the width of the
24 lots may not necessarily be an issue to get the density.
25 There is a requirement for a warrant to get the row house

1 like it was previously discussed.

2 If they try to go with a T4+ as Randy
3 previously said, there will be commercial buildings, retail
4 buildings, kind of like the previous application from Jordan
5 Nicaud. That was a T4+. That's the same type of retail
6 development that could occur in that neighborhood.

7 I just want to go back and touch on a couple
8 other points that was discussed previously.

9 I was here during Katrina. We were here for
10 the charettes. We saw Smart Code come about. There are
11 only a couple of places along the coast that still has Smart
12 Code. Originally, the area that we're talking about was
13 zoned T4L and T3. After a year of not doing anything on the
14 property, which no one did a lot of new building after
15 Katrina, it was all rebuilding, so there's no blame there,
16 it reverted back to the R-1-10 which it currently is.

17 Now they're asking to change it to a T4+.

18 This is a distinct change in the use of the
19 area. It does allow for commercial. It does allow for
20 retail.

21 The current T4L and T4+ both allow for ()
22 development, so there is that aspect of it. You can have
23 some office space in your house that you can work out of.
24 And as I believe Anna said earlier, she's on the board, she
25 said the potential of there being a coffee shop, so there is

1 looking to be some type of retail in that area, that's what
2 they're talking about.

3 As Randy just got done saying, there's a lot
4 of traffic. We were talking about traffic counts earlier,
5 as well, for other projects, and as Randy said -- Greg, I'm
6 going to borrow your prop for a second if I might. O'Neal
7 Road is up at the top. This was original a retail district
8 for most people that bought into the neighborhood at the
9 time. This what were talking about right now is in the
10 heart of the neighborhood. So there's going to be a lot
11 more traffic coming down into that area if there is
12 commercial and retail allowed.

13 I think everybody here is for the
14 development. I think everyone here is for the residential
15 development. Everybody is excited about the neighborhood.
16 We love living there. It's a great opportunity. There's
17 very few places in the City of Gulfport and along the coast
18 you can let your kids run like we used to and just let them
19 go, and you're not scared about it.

20 This would cause another layer of protection
21 that would need to be had for what people never thought was
22 going to be built there.

23 It is the developer's business, so they're
24 going to try to change it. I just disagree with how they're
25 -- what they could possibly allow in that area.

1 MR. WILLIAMS: All right.

2 MR. KISH: Thank you for your time.

3 MR. WILLIAMS: Thank you. Appreciate it.

4 Any questions of those comments?

5 All right. Thank you.

6 Anyone else here to speak against the

7 request?

8 MS. HARWELL: My name is Lisa Harwell, and I
9 live at 11989 Music Street in Florence Gardens. And again,
10 like everybody has said, we adore the neighborhood. We love
11 living there.

12 We came in not too long after Shelly and Kyle
13 and built in the back really close to that red zone. We're
14 kind of across the street from it.

15 We're just really concerned. It's -- we're
16 concerned about what's going to happen later that's not
17 being told to us now. You know, we felt like we invested in
18 this neighborhood. We pay HOA fees, and this is an
19 investment for us, too. And there are certain things that
20 we talked about, that were discussed with us that would be
21 in the neighborhood that were on this plan that are no
22 longer there now. So this is another thing that was on the
23 original plan that is now changing. It just changes the
24 dynamic of what we were told we were going to have. And so
25 that gets frustrating.

1 And the traffic is another issue with the
2 school. I mean, I have three kids, I have three young boys.
3 And they're typical kids that always run and play in the
4 neighborhood freely. And with the school being in there,
5 it's -- I'm one of those parents that calls the
6 non-emergency line for the police department in the mornings
7 because we already have an issue that we have expressed with
8 the traffic that comes through the neighborhood where we are
9 right now.

10 So it's just a concern that as Randy and Kyle
11 have both said that some things maybe are not -- we're not
12 going to know about them, and they're going to happen if
13 this zoning occurs.

14 That's it.

15 MR. WILLIAMS: All right. Thank you.
16 Appreciate it. Thanks for staying within three minutes. In
17 my effort to be () to Mr. Jones, I forgot to press
18 start. So thanks.

19 Anyone else here to speak against the
20 request?

21 MS. ROGERS: I'm Selena Rogers. My husband
22 and I live at 13303 Kinder Drive.

23 We bought in the neighborhood, like Randy
24 said, because we lived in a similar neighborhood where we
25 moved from, and it was a planned community houses. The

1 difference was where we lived was gated.

2 We bought in this neighborhood specifically
3 because I made a decision to buy in this neighborhood
4 because I wanted to live in a neighborhood where my children
5 and I felt safe. He's an executive, and he's gone a lot.

6 Also, because there was a lot of talk about
7 how there was going to be a pool in the back of the
8 neighborhood, there was going to be a tennis court in the
9 back of the neighborhood. Those were things that were
10 promised that were going to be on the plans. They're not on
11 the city plan at all.

12 So with that being said, now we're going to
13 put businesses in the back of the neighborhood. I'm not
14 going to let my two teenage daughters run to the back of the
15 neighborhood on the golf cart with traffic and people that I
16 have no idea that are going to be walking around in the back
17 of the neighborhood.

18 So safety is a huge issue for me and my kids.

19 So I just would like y'all to really take
20 into consideration that they're changing plans over and over
21 and over again.

22 MR. WILLIAMS: All right. Thank you.
23 Appreciate it.

24 Anyone else here to speak against the
25 request?

1 I'm not being rude, but I'm going to remember
2 to press the button this time.

3 MS. ENOLA: I'm Suzanne Enola. I live at
4 11993 Music Street.

5 We have only been in the neighborhood for
6 about four and a half months. We lived here before, though.
7 A big consideration in the neighborhood that we chose was
8 the safety of our children. Florida is completely
9 different. My kids couldn't even go outside and ride a
10 bike, ride a scooter, without me sitting in the front yard.
11 And we probably drove through this neighborhood five or six
12 times. My husband is a store manager for a retailer, and he
13 was here about seven weeks before the kids and I came. And
14 he would drive through at different times of the day. He
15 would see the kids out.

16 When I finally found -- I found a house, and
17 then he would go through different times. And just the fact
18 that the kids were out and riding their bikes and riding on
19 their scooters and playing with each other, we just felt
20 like it was going to be a really safe area for us.

21 Coming over here, we didn't know anybody. We
22 didn't know anybody to ask like neighborhoods, you know,
23 places that we could live. Everybody kept telling us Ocean
24 Springs. And when we found this neighborhood, we felt at
25 home. We truly felt like it was going to be home for us,

1 and it has been.

2 And we've been so happy here. My kids are
3 happy. They've made tons of friends.

4 We already have a traffic problem with the
5 school at certain times of the day, and it just happens to
6 be the times that we want to bike ride. So I've had an
7 issue with how fast people are coming in and out to the
8 school. I feel like putting -- we're not against -- my
9 husband and I discussed this last night, debated on even
10 coming because we're so new to the neighborhood I didn't
11 know that I really should or not.

12 But I felt like I wanted my -- I wanted to be
13 heard, or I wanted to hear what was being said.

14 The development as far as houses go, we're
15 not against that at all. We knew coming in that there was
16 other phases that were going to open up, and we're fine with
17 that. It's the chance that they could put retail back
18 there. And I feel like retail in the middle of our
19 neighborhood is a huge safety factor for our children.

20 So that's what I have to say.

21 MR. WILLIAMS: All right. Thank you.

22 MS. ENOLA: Thank you.

23 MR. WILLIAMS: Appreciate you coming.

24 You've got a question here?

25 MR. SELLERS: Can I ask you a question? And

1 I'm kind of asking you as a representative of all the
2 people. And if somebody else wants to go in without
3 disrupting the meeting.

4 You know, if it was the best coffee shop or
5 best donut in the world, I just don't see how many people
6 are going to pull off of O'Neal and drive through the
7 neighborhood and go there. I mean -- and I'm just asking.
8 Okay?

9 But, I mean, the only thing I see, and
10 Kenneth is a commercial real estate person like you, comment
11 on the same thing when you get your chance, but I just don't
12 see any kind of major retail facility going in there. To
13 me, it's going to be a neighborhood retail facility for
14 y'all to use.

15 What's your thought or comment on that?

16 PERSON IN AUDIENCE: I would say --

17 MR. WILLIAMS: Hang on one second. If you'll
18 come up. Got to get you on the record. Might have to use
19 this transcript.

20 MR. KISH: Kyle Kish.

21 MR. WILLIAMS: Thanks. Go ahead.

22 MR. KISH: I agree with what you're saying.
23 I think it's the economic drive and the cars now that go
24 down there, it's not really viable to have a lot of
25 commercial down there unless you put enough of it down there

1 to make a difference.

2 And that's more, I think, the concern. And
3 that's why the T4L seemed to fit a lot better. It doesn't
4 have all the risks and the worry if you just go through the
5 proper warrant process to get the row houses.

6 Again, you can still have the 24 foot wide
7 houses in the T4L. You just have to have all the warrants
8 in there to get a zero lot line. So you have everything you
9 need in a different one without all the risk. I think
10 that's the big concern. There's a potential for what could
11 come, a parking garage, a museum.

12 It says they will look at it with their
13 architectural review committee and see if it's appropriate,
14 but you're still, you're giving them that carte blanche of
15 doing what they want, when they want, without other checks
16 and balances.

17 MR. SELLERS: Thank you.

18 MR. WILLIAMS: Thanks.

19 Anyone else here to speak against the
20 request?

21 MR. HINES: Billy Hines, 13311 Kinder Drive.

22 I'll make it short and sweet. This is the
23 same issues we've all said about. We're not against the
24 houses at all. It's just having all those businesses, you
25 know, by right, it's too much of a risk for the people that

1 live right there along, you know, that neighborhood.

2 MR. WILLIAMS: Thank you. Appreciate it.

3 Anyone else here to speak against the
4 request?

5 Mr. Jones, do you want to come speak for it?

6 MR. KENNETH JONES: Kenneth Jones, 919 Second
7 Street, Gulfport, Mississippi.

8 I'm sorry I was late, first of all. I was at
9 the Harrison County Planning Commission today.

10 But I did want to speak for the request. I
11 heard a lot. I understand. I've been in front and tried
12 to get rezoning several times. And one of the problems with
13 Smart Code is it allows things -- () -- right? -- so it
14 allows some things that may or may not be fitting. But it
15 also allows you to fit more density in and things that fit
16 that wouldn't fit in a proper and normal zoning.

17 So one of the main things that people have
18 said is that the main thing that they're concerned about is
19 the potential commercial uses.

20 So the problem that I see with that becoming
21 a reality is, number one, Mr. Sellers' point, if they
22 haven't been able to attract that major commercial growth
23 along O'Neal Road yet, the chances of that with the traffic
24 count going all the way into the neighborhood are zero. I
25 mean, completely zero. They have't been able to attract it

1 on Cowan-Lorraine, 605, at John Ross Road, much less inside
2 a neighborhood, you know, way off of 49 and way off of
3 O'Neal Road.

4 So I don't ever see anything except a
5 neighborhood use going back there, meaning a coffee shop or
6 a donut shop.

7 I'll just say one of the other main things
8 and motivates everyone in the world -- right? -- money. So
9 one of the things that makes Florence Gardens great, in my
10 personal opinion, is the fact that your kids can ride their
11 bikes. I live on Second Street. We don't have that
12 privilege, really.

13 If Florence Gardens was close to Second
14 Street, I would live there because your child can ride their
15 bike and freely play like they used to back when we were
16 growing up. And the developers don't want to see that
17 change. They have their own families and children out
18 there. They've invested millions upon millions of dollars
19 to make this neighborhood a vision of exactly what it is.
20 Their main motivation is to get more people that want that
21 same feeling to move out there.

22 So I don't see in any way, shape, or form
23 that they would ever risk that whatsoever, whether the
24 economies and someone wanted to open up a gas station in the
25 back or not, that would completely, in all agreement, ruin

1 the character of that neighborhood.

2 And just because it's allowed doesn't -- you
3 have to overlook some of those things that's allowed
4 sometimes for the true sense that that's never going to
5 happen because these people own, have millions of dollars
6 invested, and they have many, many other phases of
7 residential to be able to sell out there. They're not going
8 to change that character and completely ruin it.

9 I really think that they've done an amazing
10 job so far. I think that hopefully you will allow them the
11 leeway to continue to utilize their best judgment and to
12 receive feedback from the people who live there to continue
13 to see that vision out because I think that they've done a
14 great job until now and will continue to do so.

15 MR. WILLIAMS: Thank you, sir. Appreciate
16 it.

17 Before we go to the commissioners and stuff,
18 I would ask somebody, a representative from Florence
19 Gardens, to maybe address some of that. I think everybody
20 had the same kind of issue with the commercial development
21 and those things. I'll agree with Mr. Jones, and from what
22 all the residents said, that is a tremendous neighborhood,
23 and let's make sure that we're doing it. I'm sure y'all
24 haven't invested all the money that you've invested in it to
25 go and take a left turn all of a sudden.

1 So if you could address the main concerns
2 about the commercial development, traffic, and those type
3 things, that would be helpful to the commissioners.

4 And let the record reflect that Ms. Towles
5 had to leave for the evening at this point.

6 (Ms. Towles leaves.)

7 MR. GOLDIN: Thank you for the opportunity.

8 MR. WILLIAMS: Sorry about that. Go ahead,
9 Mr. Goldin.

10 MR. GOLDIN: You know, I think there's a
11 misunderstanding here in that in order to build the row
12 houses, the cottage homes, and the side yard lots, the only
13 applicable zoning under Smart Code is T4+. If you go with
14 T4L as has been mentioned, then every time we want to add
15 one of these things, we have to come before the board and
16 request a warrant or an exception. And it just puts us back
17 where we are tonight.

18 And, you know, Mr. Rogers talked about the
19 risk in this thing. And nobody has got more risk in it, of
20 course, than the developer.

21 And the risk that the residents have, the
22 uses that are allowed by Smart Code may or may not come in.
23 If they do come in, it's only with your approval at that
24 time. They're not carte blanche approved tonight. That was
25 a misstatement whoever made that. They're not carte blanche

1 approved tonight. They're approved each time one of them
2 wants to come in to the development.

3 And the idea that those things would be
4 economically feasible to happen I think is far fetched. Mr.
5 Sellers approached that and Kenneth approached, they
6 addressed those things.

7 So the idea in order to get the type of
8 housing that we need that nobody is opposed to, the only
9 applicable zoning is T4+. And T4+ allows for those things
10 by warrant, by exception, and by future approval. But it
11 today allows the type of housing that nobody is objecting
12 to.

13 And, you know, I'm always pleased to sit in a
14 meeting like this. We had a meeting the other night at the
15 Rogers' house. They invited me over. A number of the
16 neighbors were there. Everybody is always happy. And I
17 think that there's just a number of misunderstandings going
18 on here as to how the code works. Either one group
19 misunderstands it, or else I completely misunderstand it
20 after about 12 years of being with it.

21 MR. WILLIAMS: Okay.

22 MR. SELLERS: Mr. Goldin, would it be a
23 consideration, you know, the typical -- and this is shown on
24 here -- the typical pattern is roadway, alleyway, roadway.
25 So these people who currently live on Kinder Drive, the

1 alley, the area to their north, I'm assuming there is an
2 existing alley there which is how they access their
3 residence. Is that correct?

4 MR. GOLDIN: Yes, sir.

5 MR. SELLERS: Would it be a detriment to your
6 plan to move that line up to that roadway instead of the
7 dividing line being an alleyway, let the dividing line be a
8 roadway --

9 MR. GOLDIN: I didn't mean to interrupt you.

10 But that drawing at this point is conceptual,
11 particularly in that area. The 35 lots that we'll be
12 building won't adjoin that alley. That space will be
13 skipped in the first construction phase.

14 So we don't have a definitive plan for that.
15 But, no. We didn't intend for an alley to be a dividing
16 line.

17 MR. SELLERS: I think that might make them
18 feel a little better. I don't know, I can't speak for them.
19 But that would make a dividing line, instead of it being
20 right in their back door, it would be separated by a
21 roadway, you know, in the future development. I don't know
22 if we can properly word that at this point.

23 MR. WILLIAMS: Yeah, I don't think we can at
24 this point until they're able to come back and present a
25 plan for approval because, as was said, looking at this was

1 the first part of the development.

2 MR. GOLDIN: Well, it certainly involves that
3 commercial development, potentially commercial development.
4 And I'd just like to give you just one example for the
5 record.

6 There is a group of residents that as part of
7 yoga instruction that come to Magnolia Hall, the community
8 center, once a week, and a number of residents come there
9 every week for that. That's the sort of thing I would see
10 would be allowed in T4+ that would be feasible. To have a
11 gas station in the middle of it or to have a liquor store or
12 a movie theater or these sort of things, that is something
13 the economics would have to drive it. And if it gets to
14 that point where somebody thinks that's a good economic
15 idea, they'll come back before you and have to get
16 permission to do that.

17 MR. WILLIAMS: Any more questions for Mr.
18 Goldin? Thank you, sir. Appreciate it.

19 All right. Commissioners, we've heard the
20 public comments and we've had a chance to review. Any
21 questions for the staff or anyone that spoke tonight or
22 additional comments?

23 MR. SELLERS: Mr. Chairman, on the basis of
24 that, I firmly believe any commercial development that would
25 ever occur in there would strictly be for the neighborhood

1 use of Florence Gardens. I don't see, as Mr. Goldin just
2 said, it would be economically feasible for outside people
3 to travel through there to any type of a significant retail
4 commercial development.

5 On that basis, I move that we approve their
6 request 1811PC127.

7 MR. WILLIAMS: All right. So I've got a
8 motion to approve this case. Do I have a second?

9 MR. HEWES: Second.

10 MR. WILLIAMS: Got a motion and a second o
11 approve. Any further discussion by the commissioners?

12 All right. And just to verify, even with Ms.
13 Towles leaving and Brandon Elliott recusing himself, we
14 still have a quorum for the vote tonight. So all those in
15 favor of approving this case, signify by raising your right
16 hand, please.

17 (Unanimous vote.)

18 (Elliott recused, not present).

19 (Towles not present, left meeting.)

20 MR. WILLIAMS: Any opposed? It's been
21 approved. Thank you all so much. Appreciate everybody
22 coming in and speaking tonight. Thank you all.

23

24

25

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

1811PC127

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroë, 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 Planning Commission and that the foregoing 35 pages constitute a true and correct transcription of said hearing held on the 15th day of November 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 27th day of November 2018.

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, TO REZONE CERTAIN PROPERTY FROM ITS PRESENT ZONING CLASSIFICATION OF R-1-10 (SINGLE-FAMILY RESIDENCE) DISTRICT TO T4+ (GENERAL URBAN ZONE “PLUS”)

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that a portion of ad valorem tax parcel number 0908E-01-001.001, which is generally described as being located south of O’Neal Road, north of Kinder Drive, east of Tomahawk Trail, and west of and adjacent to Preservation Drive, should be rezoned from its present classification of R-1-10 (Single-Family Residence) District to T4+ (General Urban Zone “Plus”). The Case File Number is 1811PC127.

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

SECTION 1: That the Official Zoning Map of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to provide that the following legally described property **be rezoned from its present classification of R-1-10 (Single-Family Residence) District to T4+ (General Urban Zone “Plus”).**

The portion of ad valorem tax parcel number 0908E-01-001.001 is legally described as:

Commence at point 30.10 feet South 88 degrees 47 minutes 12 seconds East of the northwest corner of Florence Gardens Phase 3A-2, per Plat Book 56, Page 32; thence North 02 degrees 14 minutes 36 seconds East 310.40 feet to a Point of Curvature; thence 126.89 feet along the arc of a curve to the right, said curve having a radius of 170.00 feet, a central angle of 42 degrees 45 minutes 58 seconds and a chord which bears North 23 degrees 37 minutes 37 seconds East 123.97 feet to the point of Tangency; thence North 45 degrees 00 minutes 38 seconds East 99.95 feet to a Point of Curvature; thence 36.54 feet along the arc of a curve to the left, said curve having a radius of 50.00 feet, a central angle of 41 degrees 52 minutes 18 seconds, and a chord which bears North 24 degrees 04 minutes 37 seconds East 35.73 feet to the Point of Tangency; thence North 03 degrees 08 minutes 35 seconds East 531.48 feet; thence South 86 degrees 51 minutes 25 seconds East 573.61 feet, thence North 03 degrees 08 minutes 35 seconds East 6.00 feet; thence South 86 degrees 51 minutes 25 seconds East 224.20 feet; thence South 53 degrees 00 minutes 49 seconds East to a point on the West line of Florence gardens Phase 1-E, per Plat Book 50, Page 9; thence South 36 degrees 59 minutes 11 seconds West 36.99 feet along said West line; thence South 16 degrees 57 minutes 13 seconds West 291.36 feet along said West line; thence South 03 degrees 08 minutes 35 seconds West 320.92 feet along said West line and an extension thereof; thence North 86 degrees 51 minutes 25 seconds West 154.54 feet; thence South 02 degrees 13 minutes 36 seconds West 400.39 feet to the North line of said Florence Gardens Phase 3A-2; thence North 88 degrees 47 minutes 12 seconds West 697.84 feet along said North line to the Point of Beginning.

The above described parcel containing 17.72 acres, more or less, and being a portion of Harrison County Tax Parcel Number 0908E-01-001.001.

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

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

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

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

YEAS: ABSTENTIONS: ABSENCES: NAYS:

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

(SEAL:)

ATTEST:

ADOPT:

CLERK OF THE COUNCIL

PRESIDENT

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

BILLY HEWES, Mayor



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Human Resources

Date: 12/10/2018

Subject: Ordinance - providing for the salary of compensation for certain employees of the City of Gulfport, Mississippi, and for related purposes.

Recommendation:

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

ORDINANCE NO. _____

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

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

WHEREAS, the salary of compensation for the employees noted in Exhibit “A” hereto shall be as provided in Exhibit “A” hereto; and

WHEREAS, the salaries of compensation as set out in Exhibit “A” hereto all fall within the grade/step schedule of the City of Gulfport.

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

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

SECTION 2. That the salaries of compensation for the employees noted in Exhibit “A” hereto shall be as provided in Exhibit “A” hereto and all salaries of compensation heretofore paid by the City shall be and hereby are ratified and approved.

SECTION 3. That those noted employees employed by the city on or before September 30, 2009, shall continue to receive Longevity Pay and Education Pay (at the rate and in accord

with the policies governing the same (which are hereby incorporated herein by reference and made effective hereby) in effect on September 30, 2009) and those noted employees entitled to a Cost of Living Adjustment (COLA) per prior budget adoptions shall continue to receive the COLA in addition to the base pay salaries of compensation found in Exhibit "A" hereto.

SECTION 4. This ordinance shall be in full force and effect thirty (30) days after the date of passage, except where it should pass unanimously in which case, for the safety and benefit of the City, it shall go into effect immediately. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT/ABSTAIN

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date:

Subject: Order - by the Gulfport City Council, pursuant to Miss. Code Ann. §17-21-5(2), (rev. 2003, as amended), authorizing an exemption from municipal ad valorem taxes, excluding school district taxes, based on the increase in assessed value for qualifying capital improvement investments in qualifying structures in the designated redevelopment district, south of the CSX railroad tracks extending from the western city boundary to the eastern city boundary of the newly constructed structure located at 604 East Beach Boulevard, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 0911F-01-021.000.

Recommendation:

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

AN ORDER BY THE GULFPORT CITY COUNCIL, PURSUANT TO MISS. CODE ANN. §17-21-5(2), (REV. 2003, AS AMENDED), AUTHORIZING AN EXEMPTION FROM MUNICIPAL AD VALOREM TAXES, EXCLUDING SCHOOL DISTRICT TAXES, BASED ON THE INCREASE IN ASSESSED VALUE FOR QUALIFYING CAPITAL IMPROVEMENT INVESTMENTS IN QUALIFYING STRUCTURES IN THE DESIGNATED REDEVELOPMENT DISTRICT, SOUTH OF THE CSX RAILROAD TRACKS EXTENDING FROM THE WESTERN CITY BOUNDARY TO THE EASTERN CITY BOUNDARY OF THE NEWLY CONSTRUCTED STRUCTURE LOCATED AT 604 EAST BEACH BOULEVARD, GULFPORT, MISSISSIPPI, IN THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, AND IDENTIFIED AS PARCEL NUMBER 0911F-01-021.000

WHEREAS, Miss. Code Ann. §17-21-5(2) (Rev. 2003, as amended) provides authority for the Mayor and City Council “in their discretion [to] exempt from any or all municipal ad valorem taxes, excluding ad valorem taxes for school district purposes, for a period of not more than seven (7) years, any privately owned new structures and any new renovations to structures lying within a designated business improvement district, urban renewal district or redevelopment district, as determined by the municipality, but only in the event such structure shall have been constructed, renovated or improved pursuant to the requirements of an approved project of the municipality for the development of the business improvement district, urban renewal district or redevelopment district. The tax exemption authorized herein may be granted only after written application has been made to the governing authorities of the municipality by any person, firm or corporation claiming the exemption, and an order passed by the governing authorities of such municipality finding that the construction, renovation or improvement of said property is for the promotion of business, commerce or industry in the designated business improvement district, urban renewal district or redevelopment district”; and

WHEREAS, on December 2, 2014, pursuant to this authority, and for the purposes of promoting restoration, revitalization, and preservation in the southern most portion of the City, ravaged by Hurricane Katrina, the Governing Authority of the City of Gulfport adopted Ordinance No. 2805 establishing a “Tax Incentive Program for Redevelopment District to Promote Commercial and Residential Redevelopment and Revitalization” (herein after “Program”), which provided for the application and approval of ad valorem tax exemptions on the increase in assessed value related to building improvements, excluding taxes for school district purposes for a designated historic district that includes the area south of the CSX railroad tracks extending from the western city boundary to the eastern city boundary in the City of Gulfport; and

WHEREAS, for purposes of the Program, the District Boundaries were identified, and previously approved by the Governing Authority as follows:

“Properties south of the CSX railroad track, from the Western City Boundary to the Eastern City Boundary, in Gulfport, Mississippi. The District shall exclude the Downtown District and the property identified as Centennial Plaza.”;

and

WHEREAS, WILLIAM G HEWES, III, and PAULA M. HEWES, owners of the property located at 604 EAST BEACH BOULEVARD, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as Parcel Number 0911F-01-021.000, has completed the NEW CONSTRUCTION of a residence by and through Plum Homes, Inc., and has requested, through written application, abatement of the Municipal ad valorem taxes for the increase in assessed value caused by renovation and improvements to the building, which application and supporting documentation is attached hereto collectively as **Exhibit “A”**; and

WHEREAS, Article III, Section 3.3 of Ordinance No. 2805 establishes the procedure for calculating the increase in assessed value qualifying for tax exemption as the “assessed value of

the improvements (if any) on the parcel for the year prior to the renovation, restoration, or new construction being completed and assessed, and subtracting that from the assessed value of the improvements completed and assessed on the parcel for the then current year (after completion and re-assessment) and the tax rate applicable to the land, and the assessed value of the land for any individual year shall not be affected by the exemption of the increased value of improvements”; and

WHEREAS, the Economic Development Department has recommended full abatement of taxes on the assessed value of the improvements to the building/structure for the maximum statutory allowable period of seven years, which improved value shall be determined by the Office of the Harrison County Tax Assessor, and subsequently presented to the Governing Authority by the Economic Development Department; and

WHEREAS, Miss. Code Ann. §17-21-7 (Rev. 2003, as amended) gives the Board of Supervisors of Harrison County the same authority to exempt ad valorem taxes upon receipt of the exemption Order by the municipality under Miss. Code Ann. §17-21-5(2) (Rev. 2003, as amended) and the Harrison County Board of Supervisors shall be requested to grant the same exemptions.

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

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

SECTION 2. That, pursuant to Miss. Code Ann. §17-21-5(2) (Rev. 2003, as amended), the Governing Authority hereby finds that the “construction, renovation, or improvements” to the structure at 604 EAST BEACH BOULEVARD, Gulfport, Mississippi, in the First Judicial District of Harrison County, and which property is identified as Parcel Number 0911F-01-

021.000, were done for the “promotion of business, commerce or industry in the designated. . . redevelopment district.”

SECTION 3. That the Owner of the above referenced property, Gabe Rutherford, has presented proof of ownership and eligibility to the City of Gulfport, and have submitted an application, attached hereto as **Exhibit “A”**, requesting municipal tax abatement on the increase of the assessed value of the structure, including supporting documentation to show construction work performed on the structure in the amount of SEVEN HUNDRED FORTY-FIVE THOUSAND, FOUR HUNDRED THIRTY-EIGHT AND 28/100 DOLLARS (\$432,243.43) for the NEW CONSTRUCTION of the residence and has requested abatement of the Municipal ad valorem taxes for the increase in the assessed value of the property.

SECTION 4. That the increase in assessed value of the property, once determined by Harrison County Tax Assessor shall be presented to the Governing Authority by the Economic Development Department, and after recordation in the Official Minutes, the Municipal ad valorem taxes assessed for the increase in value should be and hereby is approved for abatement for a period of seven (7) consecutive years, contingent on final approval from the Harrison County Tax Assessor.

SECTION 5. That a copy of this Order, including the Owner’s application, should be transmitted to the Harrison County Tax Assessor for final approval and implementation.

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

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

AYES

NAYS

ABSENT/ABSTAIN

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR



**ECONOMIC
DEVELOPMENT**

September 26, 2018

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

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

City Hall
2309 15th St.
Gulfport, MS 39501

RE: Tax Abatement qualification for William G. Hewes, III and Paula M. Hewes

Dear Administration and City Council:

On behalf of the Economic Development Department, I want to verify that William G. Hewes, III and Paula M. Hewes have met all qualifications and processes for the Hwy. 90 Tax Abatement at their new home at 604 East Beach Blvd, Gulfport, MS and recommend full abatement of taxes on the assessed value of the improvements to the building/structure for the maximum statutory allowable period of seven years. All necessary fees and applications are received and attached.

Sincerely,

A handwritten signature in blue ink, appearing to read "David L. Parker", is written over a horizontal line.

David L. Parker, CEcD
Economic Development Director

September 24, 2018

City of Gulfport
Tax Abatement Program
P.O. Box 1780
Gulfport, MS 39502

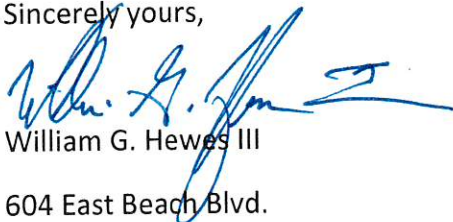
To whom it may concern:

Please accept this letter as a formal request in applying for a 7-year tax abatement as allowed by City ordinance for residential structures constructed along the U.S. Highway 90 and Second Street corridors.

All requested documents are attached, along with a check in the amount of \$250.00.

Thank you for your assistance with this matter.

Sincerely yours,



William G. Hewes III

604 East Beach Blvd.
Gulfport, MS 39501

(228) 861-6731



Paula M. Hewes

Gulfport Tax Abatement Program

Mississippi Code Annotated Section 17-21-5 provides the Mayor, City Council and Board of Supervisors authority to abate ad valorem taxes for a period of not more than seven (7) years for any privately owned new structures and any renovations to structures lying within a designated district.

Projects are reviewed and eligibility is determined on an individual basis.

Project submission guidelines:

- (1) For projects owned by corporations, a resolution from the board of directors authorizing the company to make the abatement request and designation of a primary contact, as well as an asset list or itemized construction contract with payment documentation for the project must be submitted once the project is complete*. For projects owned by individuals or non-corporate partnerships, a letter from all owners requesting an application for abatement for a project and designation of a primary contact, as well as an asset list or construction contract for the applicant project must be submitted once the project is complete. In all cases, submissions must be received prior to March 1 for consideration for the following year's exemption.
- (2) Applications are submitted in triplicate, after which they are forwarded (prior to June 1 for following year's tax exemption) to the governing bodies (Gulfport City Council and Harrison County Board of Supervisors) with a recommendation** that the project has been (1) approved by the organization and meets the state statute, (2) approved by the organization and is recommended for approval by the governing bodies, or (3) denied by the organization and is recommended for denial by the governing bodies. Recommendations are based on an established set of criteria (attached) by which all projects are evaluated. Recommendations are not binding; governing authorities have the right to accept or reject any recommendation made by the organization.
- (3) Once approved by governing bodies, the requests for exemption are forwarded to the Mississippi State Tax commission, at which point the Commission responds to the board officially approving or denying the application based on the state statute
- (4) Once approved by the Mississippi State Tax Commission, the governing bodies must officially grant the abatement.
- (5) Final approvals are forwarded to the Tax Assessor, at which point tax bills are adjusted for the appropriate period of time.

In the event that a project is presented prior to the commencement of construction, the governing bodies may consider entering into a Memorandum of Understanding regarding the potential abatement of taxes for the subject project. If such consideration is requested, please contact the Gulfport Economic Development office for instructions regarding required documentation and procedures.

*Project completion is defined by issuance of a certificate of occupancy for the applicant project. Asset lists or construction contracts are used to determine level of investment (financial) of the applicant project.

**Recommendations may be for any percentage of abatement and period of time less than seven years. Recommendations may also be for less than seven years with a provision that the project must be resubmitted for the remaining eligible term, at which time the project will be re-evaluated.

New Construction Project Abatement Criteria

Adherence to SmartCode Standards:

_____ Certified by City of Gulfport Urban Development Department as a SmartCode project

_____ Meets basic requirements and principles of SmartCode

_____ Determination by City of Gulfport Urban Development Department that the project is not a SmartCode Project

If a partial abatement* is granted with opportunity allowed for consideration for full abatement, the following criteria may be considered in addition to other factors not specified within this document.

Occupancy:

_____ Percentage of occupancy at time of re-submittal

_____ Number of occupants at time of re-submittal

*Eligibility duration may be comprised of two terms which may include a requirement for re-submittal and evaluation of the project for continued eligibility.

Application Checklist

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

- _____ Resolution from board of directors authorizing application (if corporate entity) or letter from all owners of applicant property requesting consideration.
- _____ Proof of Ownership (must include names of all members of partnerships and LLC's)
- _____ Asset list, itemized construction contract, or project financial summary and payment documentation for applicant project
- _____ Most recent property assessment

Application Summary

Applicant Name*: William G. Hewes III and Paula M. Hewes
Applicant Property Address: 604 EAST BEACH BLVD, GOLFPORT, MS 39501
Applicant Mailing Address: P.O. Box 2867, GOLFPORT, MS 39505
Applicant Phone Number: (228) 861-6731 Email: BHewes@CABIFONE.NET

Please select one: Renovation Project New Construction Project

Estimated Project Amount: _____ Application Submission Date: _____

Estimated Project Start Date: _____ Project Completion Date**: _____

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

**Project completion date is the date of issuance for the certificate of occupancy.

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

9/24/18
Date

Paula M. Hewes
Applicant Signature

2018 Landroll Information

HEWES WILLIAM G III & PAULA M
P O BOX 2867 GULFPORT, MS 39505

Physical Street Address:

604E BEACH BLVD

Parcel #:	PPIN	Tax District	Homestead Exp.	Judicial Dist.
0911F-01-021.000	96301	2G		1
Supervisor District:			Subdivision:	
2			HEWES ADD	

Exemption Code

Non-Exempt

Section	Township	Range
02	08	11

Instrument Number(s)

2013-0009524-D-J1, 2007-0009322-D-J1, 2007-0009320-D-J1, 2007-0009315-D-J1,
1012/0017, 1201/0510

Acres	Land Value	Improvements	Total Value	Assessed Value
0	77700	0	77700	11655

Legal Description

BEG 236.3 FT S OF INTER OF SECOND ST & HEWES AVE S 263.5 FT TO N MAR OF
BEACH BLVD W 100 FT ALONG BEACH BLVD N 263.5 FT E 100 FT TO HEWES AVE & POB
PART OF LOTS 12 & 13 BLK 4 HEWES ADD OF SEC 2-8-11

There are 0 building description records attached to this parcel.

[Click Here To Print](#) | [Close Window](#)

Plum Homes, Inc.
Hewes Custom Summary Report
All Transactions

Sep 5, 18

Ordinary Income/Expense	
Cost of Goods Sold	
Cost of Goods Sold	67,255.00
BRICK/BLOCK LABOR	21,619.17
BRICKS	16,414.41
CONCRETE	2,360.00
CONCRETE FINISH	2,536.24
CONCRETE PUMPING	2,015.88
DIRT AND LANDFILL	6,232.19
DOORS	348.82
DRAFTING/PLANS	15,842.13
DRIVEWAY	
ELECTRICAL	35,070.54
ELEVATORS	9,275.00
EQUIPMENT RENTAL	14,234.14
FIREPLACE MATERIALS	2,892.95
FIREPLACES	5,799.47
FIXTURES	
ELECTRICAL FIXTURES	9,109.26
PLUMBING FIXTURES	20,032.08
Total FIXTURES	29,141.34
FLOORING	51,087.07
FRAMING/FOUNDATION LABOR	63,443.00
FRAMING/FOUNDATION MATERIALS	113,168.75
GARAGE DOORS	6,619.02
GASOLINE	208.92
GENERATOR	5,617.50
GLASS/MIRRORS/SHOWER DOORS	6,303.92
HARDWARE	5,019.08
HEATING AND AIR	27,287.68
HOUSE CLEANING	600.00
INSULATION	13,964.78
LAND SURVEY	400.00
MARBLE/GRANITE/TILE/FLOORING	15,098.65
MISC MATERIALS	13,488.09
PAINT LABOR AND MATERIALS	37,453.09
PERMITS	1,114.00
PLASTERING/SHEETROCK LABOR	9,686.40
PLASTERING/SHEETROCK MATERIALS	4,968.81
PLUMBING	30,044.61
PORCH/SCREENING	
PORCH STEPS/RAILS	12,720.15
PORCH/SCREENING - Other	2,900.00
Total PORCH/SCREENING	15,620.15
PORTABLE SERVICES	1,577.89
POSTAGE/DELIVERY	178.98
ROOFING	29,893.10
SHUTTERS/WOOD TRIM	8,159.80
STAIRS	1,366.50
TRIM CARPENTRY	
TRIM CARPENTRY LABOR	15,700.00
TRIM MATERIALS	18,118.53
Total TRIM CARPENTRY	33,818.53

9:59 AM
09/05/18
Accrual Basis

Plum Homes, Inc.
Hewes Custom Summary Report
All Transactions

	Sep 5, 18
UTILITIES	2,222.57
WASTE DISPOSAL	3,975.00
WINDOWS/EXT. DOORS	1,704.62
Total Cost of Goods Sold	735,127.79
Total COGS	735,127.79
Gross Profit	-735,127.79
Expense	11,458.36
Payroll Expenses	11,458.36
Total Expense	-746,586.15
Net Ordinary Income	
Other Income/Expense	
Other Income	1,147.87
Discounts Taken	1,147.87
Total Other Income	1,147.87
Net Other Income	-745,438.28
Net Income	

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

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

Use Classification NEW SF DWELLING

Occupancy Classification RESIDENTIAL

Building Permit Number 201700768

Group R3 Type Construction 3-A

Fire District ☐ Yes ☒ No

Owner of Bldg. WILLIAM G HEWES III AND PAULA M

Owner's Mailing Address 604 E BEACH BLVD

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

Building Address 604 E BEACH BLVD

Date: 04/26/2018

Gary Anderson
Building Official
(BC)

SCANNED



John 1st Judicial District
Instrument 2013 9524 D - J1
Filed/Recorded 12/31/2013 10:59 A
Total Fees \$ 15.00
5 Pages Recorded

Prepared by:
Andrew Marion, PLLC
Attorney-at-Law
1919 23rd Ave.
P.O. Box 863
Gulfport, MS 39502
(228)-865-9047
MS Bar No. 1866

Return to:
Andrew Marion, PLLC
Attorney-at-Law
1919 23rd Ave.
P.O. Box 863
Gulfport, MS 39502
(228)865-9047
File No. 13-232

WARRANTY DEED

INDEXING INSTRUCTIONS: Lots 12 and 13, Block 4 HEWES ADDITION
Lots 12 and 13, Block 1 HEWES ADDITION

Grantor: Thomas F. Hewes, Trustee of Thomas F. Hewes Family Trust
2018 18th Street, Gulfport, MS 39501 Tel. 228-864-3171

Grantee: William G. Hewes, III and Paula M. Hewes
P.O. Box 2387, Gulfport, MS 39505 Tel. 228-832-6731

*17 Colonel Wink Dr.
Gulfport, Ms. 39507
228-896-0052*



Prepared By:

Harry P. Hewes, MSB 2413
P. O. Box 158
Gulfport, MS 39502-0158
Tel. (228) 860-9661
e-mail: heweshpringle@gmail.com

RETURN TO:

Harry P. Hewes, Attorney
P. O. Box 158
Gulfport, MS 39502-0158
Tel. (228) 860-9661
e-mail: heweshpringle@gmail.com

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

INDEXING INSTRUCTIONS:

Lots 12 and 13, Block 4; and Lots 12 and 13, Block 1
of HEWES ADDITION to the City of Gulfport, First Judicial
District of Harrison County, Mississippi

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and NO/100---(\$10.00)---DOLLARS, cash
in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of
which is hereby acknowledged, **THOMAS F. HEWES, TRUSTEE OF THE THOMAS F. HEWES**
REVOCABLE FAMILY TRUST UNDER AGREEMENT DATED JANUARY 5, 2007 (Trust Instrument
on file and of record as Instrument No.2007 9315D-J1) Address: 2018 -18th Street, Gulfport, MS
39501, Telephone No. 864-3171,

AS GRANTOR,

does hereby sell, convey and warrant unto: **WILLIAM G. HEWES, III, and PAULA M. HEWES,**

Address: P. O. Box 2387, Gulfport, MS 39505, Telephone No. (228) 832-6731, husband and wife

as tenants by the entirety with full rights of survivorship, and not as tenants in common,

GRANTEES, that certain land and property situated and being in the City of Gulfport, First

Judicial District of the County of Harrison, State of Mississippi, to-wit:

Beginning at the Southwest corner of the intersection between Second Street and Hewes Avenue in the City of Gulfport, Mississippi, which said point is likewise the Northeast Corner of Lot Thirteen (13), Block 4 of HEWES ADDITION to the City of Gulfport, Mississippi, as shown by the official map or plat of said addition now on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi; and from said point running South along the western boundary of Hewes Avenue a distance of 296.27 feet to the POINT OF BEGINNING of the parcel hereby described, thence running West a distance of 100 feet, more or less, to the western boundary line of Lot 12 in Block 4 of HEWES ADDITION; thence running South along the western boundary line of said Lot 12 in Block 4 of HEWES ADDITION to the North margin of Beach Boulevard or U. S. Highway 90; thence running East along the northern boundary line of said Beach Boulevard or U. S. Highway 90 a distance of 100 feet, more or less to the western margin of Hewes Avenue; thence running North along the Western Boundary of Hewes Avenue a distance of 203.5 feet, more or less, to the POINT OF BEGINNING; said tract of land being a part of Lots 12 and 13 in Block 4 of HEWES ADDITION to the City of Gulfport, Mississippi, and is bounded on the South by the Beach Boulevard or U. S. Highway 90, on the East by Hewes Avenue, and on the West by property formerly of Robert Erly and Lois Richards Erly, together with any and all improvements and appurtenance thereon; and said parcel constitutes the same parcel first described in conveyance to Finley B. Hewes, Jr. and Marvel Hewes by Warranty Deed filed for record on August 5, 1974, and recorded in Deed Book 734 at Page 65; less and except the North 60 feet thereof, and being the same parcel conveyed to Grantor hereof by Warranty Deed dated January 5, 2007, filed for record on September 17, 2007, and recorded as Instrument No. 2007 9322D - J1;

AND TOGETHER WITH my interest in and to Lots 12 and 13 in Block 1 of HEWES ADDITION to the City of Gulfport, Mississippi, as per the map or plat thereof now on file and of record in the office of the Chancery Clerk in the First Judicial District to Harrison County, Mississippi, said parcel also described as being bounded on the South by the Gulf of Mexico, on the West by property formerly conveyed to Robert Erly and Lois Richards Erly, on the North by U. S. Highway 90, and on the East by the Western Boundary of Hewes Avenue extended, together with all riparian, littoral, and aquatic rights thereunto belonging, and subject to

any and all easements on, over, and across said property for highway, seawall, utility, or other public use.

AND ALSO THAT CERTAIN ADJOINING PARCEL particularly described as: Beginning at the Southwest corner of the intersection between Second Street and Hewes Avenue in the City of Gulfport, Mississippi, which said point is likewise the Northeast corner of Lot Thirteen (13), Block 4 of HEWES ADDITION to the City of Gulfport, Mississippi, as shown by the official Map or Plat of said addition now on file and of record in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi; and from said point running South along the western boundary of Hewes Avenue a distance of 296.27 feet to the Northeast corner of property conveyed by Marvel Hewes unto Thomas F. Hewes by Warranty Deed dated May 31, 1985, recorded in Deed Book 1012 at pages 17-18 for a POINT OF BEGINNING OF THE PARCEL HEREBY DESCRIBED; thence running West along the North margin of said property formerly conveyed to Thomas F. Hewes a distance of 100 feet, more or less, to the western boundary line of Lot Twelve (12) in Block 4 of HEWES ADDITION; thence running North along the western boundary of said Lot Twelve (12) in Block 4 of HEWES ADDITION a distance of 60 feet; and thence run East a distance of 100 feet, more or less to the western boundary of Hewes Avenue; and thence run South along the western boundary of Hewes Avenue a distance of 60 feet, more or less, to the POINT OF BEGINNING; and said parcel being the North 60 feet of that certain property conveyed to Finley B. Hewes, Jr., and Marvel Hewes by Warranty Deed dated August 5, 1974, recorded in Deed Book 734 at page 65, and being a part of Lots Twelve (12) and Thirteen (13) in Block Four (4) of HEWES ADDITION to the City of Gulfport, bounded on the South by property formerly conveyed to Thomas F. Hewes by Warranty Deed recorded in Deed Book 1012 at page 17, on the East by Hewes Avenue; on the North by the property now or formerly of Henry T. Fortner and Rita Y. Fortner; and on the West by property formerly of Robert Erly and Louis Richards Erly; and being the same property conveyed to Grantor by Warranty Deed dated January 5, 2007, and filed for record on September 17, 2007, and recorded as Instrument No. 2007 9320D -J-1.

This conveyance is subject to any and all presently existing or recorded easements or rights-of-ways, and any and all covenants or restrictions of record affecting said property, and any and all valid governmental restrictions on use thereof; and this conveyance is less and except any and all prior recorded oil, gas, or mineral rights reserved by or in favor of prior owners.

Grantor shall be responsible for payment when due and owing of ad valorem taxes assessed to said property for the current year, 2013, and any prior year taxes; and grantees assume responsibility for all taxes for the year 2014 and thereafter.

WITNESS MY SIGNATURE as the duly authorized Trustee for and in behalf of The Thomas F. Hewes Revocable Family Trust under Agreement dated January 5, 2007, and by Thomas F. Hewes, individually, to cure any omission in description of conveyances of title to the Trust, on this the 30 day of December, 2013.

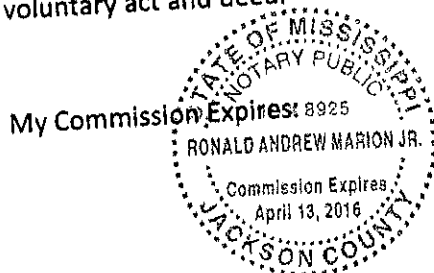
THOMAS F. HEWES REVOCABLE FAMILY TRUST

By: Thomas F. Hewes
Thomas F. Hewes, Trustee

Thomas F. Hewes
Thomas F. Hewes (Individually)

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, on this the 30th day of December, 2013, THOMAS F. HEWES, who acknowledged to me that he is the duly appointed and serving Trustee, of and acting as **TRUSTEE FOR AND IN BEHALF OF THE THOMAS F. HEWES REVOCABLE FAMILY TRUST UNDER AGREEMENT DATED JANUARY 5, 2007**, and also acting individually acknowledges that he does hereby sign, execute and deliver the above and foregoing Warranty Deed, as his free and voluntary act and deed.



Ronald Andrew Marion Jr.
NOTARY PUBLIC



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 12/11/2018

Subject: Resolution - awarding bid and approving contracts for Term Contract Group C - Sundry Road Materials.

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 AWARDED BID FOR “TERM CONTRACT GROUP C- SUNDRY ROAD MATERIALS”, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND LANDSHAPERS, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group C – Sundry Road Materials) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and one (1) bid was received on the commodity noted above, with the low bidder being Land Shaper, Inc., as referenced in the Memorandum of Connie Debenport and tabulation sheet which is attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is attached hereto as Exhibit “B”.

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

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

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “A” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: December 11, 2018

Ref: Term Contract Group C – Sundry Road Materials
Contract Period 01/01/2019 thru 12-31-2019
Renewable Period 01/01/2020 thru 12/31/2020

I have reviewed the only bid received on the above referenced group and recommend acceptance of the lowest and best bid as submitted by Land Shaper Inc. I have attached a tabulation sheet for your review and approval.

Thank you for your consideration.

Group C - Sundry Road Materials**Contract Period 01-01-19 through 12-31-19****Renewal Option 01-01-20 through 12-31-20**

Commodity Codes	All quantities are in cubic yards Minimum delivery = 15 cubic yards		Landshapers
79070-C-01	1	Top soil	\$ 18.00
79070-C-02	2	Fill Dirt	\$ 8.00
75077-C-03	3	Fill sand (dry)	\$ 13.50
75077-C-04	4	Washed sand	\$ 15.00
75077-C-05	5	Mason sand	\$ 20.00
75077-C-06	6	Clay and sand mix, 70% clay / 30% sand	\$ 13.00
75077-C-07	7	Red sand - Class 9	\$ 10.00
79070-C-08	8	Alabama Red ball field clay	\$ 13.00
75077-C-14	9	Washed gravel, Class 67	\$ 25.00
75077-C-10	10	Pea gravel	\$ 18.00
75077-C-11	11	Clay gravel, Class 3 or 4	\$ 18.00
75077-C-12	12	Clay gravel, Class 5 or 6	\$ 18.00
75077-C-13	13	Washed road gravel, Class 57	\$ 30.00
75077-C-09	14	Crushed gravel, class 67	\$ 32.00
75077-C-15	15	Coarse washed concrete sand	\$ 16.00

Landshapers, Inc.
10217 Three Rivers Rd.
Gulfport, MS 39502
228-863-8996 - phone
228-868-8878 - fax
landshapersinc@cableone.net

Minimum delivery is 15 cubic yards

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group C – Sundry Road Materials) SUPPLIER
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2018, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and LAND SHAPER, INC. (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council. SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period January 1, 2019 thru December 31, 2019 (“Contract Term”). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term (“Option Term”). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER’s Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit “A” and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 1, 2019.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

LAND SHAPER, INC.

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 12/11/2018

Subject: Resolution - awarding bid and approving contracts for Term Contract Group C1 - Limestone.

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 AWARDING BID FOR “TERM CONTRACT GROUP C1-LIMESTONE/WASHOUT MATERIALS”, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND LAND SHAPER, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group C1– Limestone/Washout Materials) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and one (1) bid was received on the commodity noted above, with the low bidder being Land Shaper, Inc., of Gulfport, Mississippi, as referenced in the Memorandum of Connie Debenport and tabulation sheet which is attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is attached hereto as Exhibit “B”.

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

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

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “A” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: December 11, 2018

Ref: Term Contract Group C1 – Limestone, Washout Materials
Contract Period 01/01/2019 thru 12-31-2019
Renewable Period 01/01/2020 thru 12/31/2020

I have reviewed the only bid received on the above referenced group and recommend acceptance of the lowest and best bid as submitted by Land Shaper Inc. I have attached a tabulation sheet for your review and approval.

Thank you for your consideration.

Group C1 - Limestone, Washout Materials**Contract Period 01-01-2019 through 12-31-2019****Renewal Option 01-01-2020 through 12-31-2020**

Commodity Codes		Description	Land Shaper Inc.
75035-C1-01	1	Limestone ASTM #610	\$37.00
75035-C1-02	2	Limestone ASTM #57	\$38.50
75035-C1-03	3	Limestone 2 to 2 1/2" Clear (No fines)	\$38.50
Items 1 - 3 Dept. of Public Works, 4050 Hewes Ave, Gulfport, MS Minimum delivery requirement - 15 cubic yards			
57068-C1-04A	4	Gabion Rock	
57068-C1-04B		Bidder to load and deliver	\$ 55.00
		Bidder to load and city haul	\$ 50.00
75035-C1-05A	5	Rip-Rap 100	
75035-C1-05B		Bidder to load and deliver	\$55.00
		Bidder to load and city haul	\$50.00
75035-C1-06A	6	Rip-Rap 200	
75035-C1-06B		Bidder to load and deliver	\$55.00
		Bidder to load and city haul	\$50.00
75035-C1-07A	7	Rip-Rap 300	
75035-C1-07B		Bidder to load and deliver	\$58.00
		Bidder to load and city haul	\$50.00
Items 4 - 7 Minimum delivery requirement - 10 Tons			
Land Shaper Inc. P. O. Box 995 Gulfport, MS 39502 228-863-8996 - voice 228-868-8878 - fax landshapersinc@cableone.net			

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group C1 – Limestone, Washout Materials)
SUPPLIER
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2018, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and LAND SHAPER, LLC, (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the City Council). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period January 1, 2019 thru December 31, 2019 (“Contract Term”). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term (“Option Term”). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER’s Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit “A” and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 1, 2019).

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

LAND SHAPER, LLC

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 12/11/2018

Subject: Resolution - awarding bid and approving contracts for Term Contract Group C3 - Hot Bituminous Pavement.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: December 11, 2018

Ref: Term Contract Group C3 – Hot Bituminous Pavement

Contract Period 01/01/2019 thru 12-31-2019

Renewable Period 01/01/2020 thru 12/31/2020

I have reviewed the bids received on the above referenced group and recommend acceptance of the lowest and best bid as submitted by Warren Paving. I have attached a tabulation sheet for your review and approval.

Thank you for your consideration.

Group C3 - Products & Services for Various Types Hot Bituminous Pavement

Contract Period 01-01-2019 through 12-31-2019

Renewable Option 01-01-2020 through 12-31-2020

Commodity		Landshaper, Inc	Warren Paving Inc
Code			
Section A - Patchwork (1 - 20 Tons) - Asphalt (1-300 square yards milling)			
74511-C3-A01	Hot Mix Asphalt In-Place, ST 9.5mm Mixture (used for overlays of 1 ½" & 2" thick)	TON \$ 325.00	\$ 250.00
74511-C3-A02	Hot Mix Asphalt In-Place, ST 19mm Mixture (used for base courses from 2" to 3 ½" thick).	TON \$ 300.00	\$ 250.00
74511-C3-A03	Hot Mix Asphalt In-Place, HT 9.5mm Mixture (used for overlays of 1 ½" & 2" thick).	TON \$ 325.00	\$ 250.00
74511-C3-A04	Hot Mix Asphalt In-Place, HT 19mm Mixture (used for base courses from 2" to 3 ½" thick).	TON \$ 300.00	\$ 250.00
74511-C3-A05	Hot Mix Asphalt In-Place, MT 9.5mm Mixture (used for overlays of 1 ½" & 2" thick).	TON \$ 325.00	\$ 250.00
74511-C3-A06	Hot Mix Asphalt In-Place, MT 19mm Mixture (used for base courses from 2" to 3 ½" thick).	TON \$ 300.00	\$ 250.00
74511-C3-A09	Hot Mix Asphalt FOB City Truck, SC-1.	TON \$ 60.00	\$ 58.00
96154-C3-A07	Cold Milling, Depth less than 2" – Contractor Retains Millings.	SQ YD \$ 30.00	\$ 30.00
96154-C3-A08	Cold Milling, Depth greater than 2" – Contractor Retains Millings.	SQ YD \$ 30.00	\$ 30.00
Section B - Small Paving Work (21 - 400 tons) - Asphalt (301 - 3,000 square yards milling)			
74511-C3-B01	Hot Mix Asphalt In-Place, ST 9.5mm Mixture (used for overlays of 1 ½" & 2" thick).	TON \$ 82.00	\$ 79.00
74511-C3-B02	Hot Mix Asphalt In-Place, ST 19mm Mixture (used for base courses from 2" x 3 ½" thick).	TON \$ 80.00	\$ 79.00
74511-C3-B03	Hot Mix Asphalt In-Place, HT 9.5mm Mixture (used for overlays of 1 ½" & 2" thick).	TON \$ 82.00	\$ 79.00
74511-C3-B04	Hot Mix Asphalt In-Place, HT 19mm Mixture (used for base courses from 2" to 3 ½" thick).	TON \$ 80.00	\$ 79.00
74511-C3-B05	Hot Mix Asphalt In-Place, MT 9.5mm Mixture (used for overlays of 1 ½" & 2" thick).	TON \$ 82.00	\$ 79.00
74511-C3-B06	Hot Mix Asphalt In-Place, MT 19mm Mixture (used for base courses from 2" to 3 ½" thick).	TON \$ 80.00	\$ 79.00
96154-C3-B07	Cold Milling, Depth less than 2" – Contractor Retains Millings.	SQ YD \$ 6.00	\$ 5.00
96154-C3-B08	Cold Milling, Depth greater than 2" – Contractor Retains Millings	SQ YD \$ 6.00	\$ 5.00
Section C - Medium Paving work (401 - 800 tons) - Asphalt (3,001 - 7,000) square yards milling			
74511-C3-C01	Hot Mix Asphalt In-Place, ST 9.5mm Mixture (used for overlays of 1 ½" & 2" thick).	TON \$ 82.00	\$ 76.00
74511-C3-C02	Hot Mix Asphalt In-Place, ST 19mm Mixture (used for base courses from 2" x 3 ½" thick).	TON \$ 80.00	\$ 76.00
74511-C3-C03	Hot Mix Asphalt In-Place, HT 9.5mm Mixture (used for overlays of 1 ½" & 2" thick).	TON \$ 82.00	\$ 76.00
74511-C3-C04	Hot Mix Asphalt In-Place, HT 19mm Mixture (used for base courses from 2" to 3 ½" thick).	TON \$ 80.00	\$ 76.00
74511-C3-C05	Hot Mix Asphalt In-Place, MT 9.5mm Mixture (used for overlays of 1 ½" & 2" thick).	TON \$ 82.00	\$ 76.00
74511-C3-C06	Hot Mix Asphalt In-Place, MT 19mm Mixture (used for base courses from 2" to 3 ½" thick).	TON \$ 80.00	\$ 76.00
96154-C3-C07	Cold Milling, Depth less than 2" – Contractor Retains Millings.	SQ YD \$ 6.00	\$ 2.95
96154-C3-C08	Cold Milling, Depth greater than 2" – Contractor Retains Millings	SQ YD \$ 6.00	\$ 2.95

Group C3 - Products & Services for Various Types Hot Bituminous Pavement

Contract Period 01-01-2019 through 12-31-2019

Renewable Option 01-01-2020 through 12-31-2020

Commodity Code		Landshaper, Inc	Warren Paving Inc
Section D - Large Paving Work (801+ tons) - Asphalt (7,001+ square yards milling)			
74511-C3-D01	Hot Mix Asphalt In-Place, ST 9.5mm Mixture (used for overlays of 1 ½" & 2" thick).	TON	\$ 80.00 \$ 74.00
74511-C3-D02	Hot Mix Asphalt In-Place, ST 19mm Mixture (used for base courses from 2" x 3 ½" thick).	TON	\$ 79.00 \$ 74.00
74511-C3-D03	Hot Mix Asphalt In-Place, HT 9.5mm Mixture (used for overlays of 1 ½" & 2" thick).	TON	\$ 80.00 \$ 74.00
74511-C3-D04	Hot Mix Asphalt In-Place, HT 19mm Mixture (used for base courses from 2" to 3 ½" thick).	TON	\$ 79.00 \$ 74.00
74511-C3-D05	Hot Mix Asphalt In-Place, MT 9.5mm Mixture (used for overlays of 1 ½" & 2" thick).	TON	\$ 80.00 \$ 74.00
74511-C3-D06	Hot Mix Asphalt In-Place, MT 19mm Mixture (used for base courses from 2" to 3 ½" thick).	TON	\$ 79.00 \$ 74.00
96154-C3-D07	Cold Milling, Depth less than 2" – Contractor Retains Millings.	SQ YD	\$ 6.00 \$ 2.50
96154-C3-D08	Cold Milling, Depth greater than 2" – Contractor Retains Millings	SQ YD	\$ 6.00 \$ 2.50

Warren Paving Inc.

P.O. Box 2545

Gulfport, Ms 39503

(228) 896-8003 Fax# (228) 896-8155

Joel Moody

joelmoody@warrenp

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 AWARDED BID FOR “TERM CONTRACT GROUP C3 – PRODUCTS AND SERVICES FOR VARIOUS TYPES OF HOT BITUMINOUS PAVEMENT”, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND WARREN PAVING, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group C3 – Products and Services for Various Types of Hot Bituminous Pavement) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and two (2) bids were received on the commodity noted above, with WARREN PAVING, INC., of Hattiesburg and Gulfport, Mississippi, being the low bidder for those items noted on the bid tabulation sheet under the WARREN PAVING, INC., name and shaded in gray, as referenced in the Memorandum of Connie Debenport and tabulation sheet which is attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is attached hereto as Exhibit “B”.

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

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

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “A” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY
(Group C3 – Products and Services for Various Types Hot Bituminous)
SUPPLIER ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2018, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and WARREN PAVING, INC., (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council (i.e., for those items noted on the bid tabulation sheet under the WARREN PAVING, INC., name and shaded in gray)). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period January 1, 2019 thru December 31, 2019 (“Contract Term”). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term (“Option Term”). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER’s Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit “A” and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by

law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 1, 2019.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

WARREN PAVING, INC.

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 12/11/2018

Subject: Resolution - awarding bid and approving contracts for Term Contract Group C8 - Infield, Track and Walkway Materials.

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 AWARDED BID FOR “TERM CONTRACT GROUP C8 – INFIELD, TRACK AND WALKWAY MATERIALS”, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND CRIMSON STONE, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group C8 – INFIELD, TRACK & WALKWAY MATERIALS) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and two (2) bids were received on the commodities noted above, with Crimson Stone, Inc., of Cottondale, Alabama, being the low bidder, as referenced in the Memorandum of Connie Debenport and tabulation sheet which is attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is attached hereto as Exhibit “A”.

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

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

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “A” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: December 11, 2018

Ref: Term Contract Group C8 – Infield, Track and Walkway Materials

Contract Period 01/01/2019 thru 12-31-2019

Renewable Period 01/01/2020 thru 12/31/2020

I have reviewed the bids received on the above referenced group and recommend acceptance of the lowest and best bid as submitted by Crimson Stone Inc. I have attached a tabulation sheet for your review and approval.

Thank you for your consideration.

Group C8 - Infield, Track and Walkway Materials

Contract Period 01-01-2019 through 12-31-2019

Renewable Option 01-01-2020 through 12-31-2020

Commodity Codes	Item No.	Description	Crimson Stone Inc.
790-02-C8-1	1	Crimson Stone Material - Ultimate I Item#	\$100.95 24 Tons
790-02-C8-2	2	Crimson Stone Material - Ultimate II Item#	\$100.95 24 Tons

Crimson Stone, Inc.
6510 Keenes Mill Rd.
Cottondale, AL 35453
Phone - 800-354-5663
Fax - 205-553-7010
jhinton6510@gmail.com

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY SUPPLIER
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2018, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and CRIMSON STONE, INC. (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period January 1, 2019 thru December 31, 2019 ("Contract Term"). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term ("Option Term"). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER's Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit "A" and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 1, 2019.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

CRIMSON STONE, INC.

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 12/11/2018

Subject: Resolution - awarding bid and approving contracts for Term Contract Group J - Ductile or Cast Iron Grates and Frames.

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 AWARDED BID FOR “TERM CONTRACT GROUP J – DUCTILE CAST IRON GRATES & FRAMES”, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND CONSOLIDATED PIPE AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group J – Ductile Cast Iron Grates & Frames) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and two (2) bids were received on the commodity noted above, with CONSOLIDATED PIPE of Gulfport, Mississippi, being the low bidder for those items noted on the bid tabulation sheet under the CONSOLIDATED PIPE name and shaded in gray, as referenced in the Memorandum of Connie Debenport and tabulation sheet which is attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is attached hereto as Exhibit “B”.

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

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

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “B” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: December 11, 2018

Ref: Term Contract Group J – Ductile or Cast Iron Grates & Frames

Contract Period 01/01/2019 thru 12-31-2019

Renewable Period 01/01/2020 thru 12/31/2020

I have reviewed the bids received on the above referenced group and recommend acceptance of the lowest and best bid as submitted by Consolidated Pipe and Supply and MS Utilities. I have attached a tabulation sheet for your review and approval.

Thank you for your consideration.

Group J Ductile or Cast Iron Grates & Frames**Contract Period 01-01-19 through 12-31-19****Renewable Option 01-01-20 through 12-31-20**

Commodity Codes			Consolidated Pipe & Supply	Southern Pipe & Supply	MS Utilities Supply
I. Ductile or Cast Iron Grates & Frames					
89030-J-I01	1	Standard 26" grate w/frame w/24" clearing opening w/city lettering EJIW - V-5624	\$305.00	\$331.77	\$305.00
89030-J-I02	2	Standard 26" grate only w/city lettering EJIW - V-5624	\$174.00	\$188.20	\$172.80
89030-J-I03	3	Standard 24" Grate w/Frame w/22" clearing opening w/city lettering EJIW - V-5724	\$129.00	\$139.37	\$128.00
89030-J-I04	4	Standard 24" grate only w/city lettering EJIW -V- 5724-4	\$78.00	\$84.23	\$78.00
89030-J-I05	5	ADA Compliant 26" grate w/frame w/24" clear opening EJIW - V-5624-80	\$306.00	\$331.77	\$305.00
89030-J-I06	6	ADA Compliant 26" grate only EJIW - V-5624-80	\$201.00	\$216.44	\$199.00
II. Ductile or Cast Iron Sanitary Sewer & Storm Manhole Frames & Covers					
89030-J-II01A 89030-J-II01B	1	Standard 26" manhole frame w/cover w/4" Rise & 24" clear opening w/City Logo EJIW - 1046 (labeled SANITARY SEWER) EJIW - 1046 (labeled STORM)	 \$248.00 \$248.00	 \$269.95 \$269.95	 \$513.00 \$513.00
	2	Standard 26" manhole frame w/cover w/7" Rise & 24" clear openign w/City Logo EJIW - 1045 (labeled SANITARY SEWER) EJIW - 1045 (labeled STORM)	 \$304.00 \$304.00	 \$329.58 \$329.58	 \$303.00 \$303.00
89030-J-II03A 89030-J-II03B	3	Standard 26" manhole cover only w/City Logo EJIW - 1040 (labeled SANITARY SEWER) EJIW - 1040 (labeled STORM)	 \$131.00 \$131.00	 \$141.25 141.25	 \$130.00 \$130.00

Group J Ductile or Cast Iron Grates & Frames

Contract Period 01-01-19 through 12-31-19

Renewable Option 01-01-20 through 12-31-20

Commodity Codes			Consolidated Pipe & Supply	Southern Pipe & Supply	MS Utilities Supply	
89030-J-II04A 89030-J-II04B 89030-J-II04C 89030-J-II05A 89030-J-II05B 89030-J-II06A 89030-J-II06B	4	ERGO 1040hinged 26" manhole frame & cover w/4" Rise & 24" clear opening w/City Logo				
		EJIW - 1040 (labeled SANITARY SEWER)	\$410.00	\$445.07	\$409.00	
		EJIW - 1040 (labeled STORM)	\$410.00	\$445.07	\$409.00	
		EJIW 1013 Accessory "T" handle key tool	\$30.00	\$34.00	\$30.00	
	5	Reversible 26" manhole frame w/cover w/24" clear opening				
		EJIW-V-1600-3(labeled SANITARY SEWER)	\$227.00	\$246.54	\$226.00	
		EJIW - V-1600-3 (labeled STORM)	\$227.00	\$246.54	\$226.00	
	6	Reversible 26" manhole cover only				
		EJIW-V-1600-3(labeled SANITARY SEWER)	\$122.00	\$131.68	\$121.00	
		EJIW-V-1600-3(labeled STORM)	\$122.00	\$131.68	\$121.00	
III. Infra-Riser Multi-Purpose Rubber Composite Adjustment Risers (24"ID X 36" OD)						
89031-J-III01A 89031-J-III01B 89031-J-III02A 89031-J-III02B 89031-J-III03A 89031-J-III03B	1	1" Flat Round EJIW	\$43.00	\$46.29	\$42.50	
		1" Tapered Round (.5 to 1") EJIW	\$41.00	\$44.00	\$40.50	
	2	1 1/2" Flat Round EJIW	\$63.00	\$66.92	\$61.50	
		1 1/2" Tapered Round (1.0" to 1.5") EJIW	\$49.00	\$54.00	\$48.50	
	3	2" Flat Round EJIW	\$80.00	\$90.76	\$79.00	
		2" Tapered round (1.0" to 2.0") EJIW	\$63.00	\$71.00	\$61.50	
	IV. Ductile or Cast Iron Valve Boxes (w/out set screws)					
89040-J-IV01 89040-J-IV02	1	18" - 24" height valve box price brand p/n	\$78.00 EJIW 85501922	\$28.24 Sigma VB261	\$27.00 Proselect PSVB461SW	
	2	24" - 36" height valve box price brand p/n	\$102.00 EJIW 85502737	\$42.36 Sigma VB262	\$40.00 Proselect PSVB562SW	
	V. Ductile or Cast Iron Valve Box Risers					
	89040-J-V01	1	2" price brand p/n	\$ 28.00 EJIW 85008020	\$9.42 Sigma VB2602	\$8.00 Proselect IVBR514K

Group J Ductile or Cast Iron Grates & Frames**Contract Period 01-01-19 through 12-31-19****Renewable Option 01-01-20 through 12-31-20**

Commodity Codes			Consolidated Pipe & Supply	Southern Pipe & Supply	MS Utilities Supply
		VI. Ductile or cast iron valve box lids labeled with "Water" or "Sewer"			
89030-J-V101	1	Standard lid price brand p/n	\$18.00 EJIW 06800001	\$10.60 Sigma IVB26005	\$6.00 Proselect IVBLID
		VII. Ductile or Cast Iron Cleanout & Covered labeled "Sewer" and City of Gulfport Lettering			
89030-J-VII01	1	Cleanout Ring EJIW - V-8503	\$20.00	\$21.09	\$19.50
89030-J-VII02	2	Cleanout Cover EJIW - V-8503	\$18.00	\$17.20	\$26.00
89030-J-VII03	3	Cleanout Ring & Cover EJIW - V8503 ASSY	\$37.00	\$38.29	\$35.00
		VIII. Meter boxes (metal)			
89040-J-VIII01	1	Small w/lid price brand p/n	NO BID	\$34.12 Sigma MB382	\$32.00 Sigma SMB3821
89040-J-VIII02	2	Large w/lid price brand p/n	NO BID	\$111.77 Sigma MB381	\$99.00 Sigma SMB381
		IX. Meter box lids only (metal)			
89040-J-IX01	1	Small (19 1/8" X 9 3/4") price brand p/n	NO BID	\$16.00 Sigma MB3821	\$14.00 Sigma SMB3821
89040-J-IX02	2	Large - oval type price brand p/n	NO BID	43.75 Sigma MB3811	\$40.00 Sigma SMB3811
89040-J-IX03	3	Large - square type price brand p/n	NO BID	\$40.00 Sigma MB3821	\$40.00 Sigma SMB2831

Consolidated Pipe
9337 -B West Oaklawn
Biloxi Ms 39532
(228) 396-8818 (228) 396-8889 Fax.#
Bill Turner
wturner@consolidatedpipe.com

Mississippi Utilities Supply
14231 Seaway Road Unit B-5
Gulfport, Ms 39503
(228) 863-2757 (228) 863-6587 Fax#
Catrina Walker
catrina.walker@ferguson.com

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group J – Ductile Cast Iron Grates & Frames)
SUPPLIER ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2018, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and CONSOLIDATED PIPE & SUPPLY COMPANY, INC. (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council (i.e., for those items noted on the bid tabulation sheet under the CONSOLIDATED PIPE name and shaded in gray)). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period January 1, 2019 thru December 31, 2019 (“Contract Term”). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term (“Option Term”). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER’s Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit “A” and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for

twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 1, 2019.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

CONSOLIDATED PIPE & SUPPLY
COMPANY, INC.

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____

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 AWARDED BID FOR “TERM CONTRACT GROUP J – DUCTILE CAST IRON GRATES & FRAMES”, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND MISSISSIPPI UTILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group J – Ductile Cast Iron Grates & Frames) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and three (3) bids were received on the commodity noted above, with MISSISSIPPI UTILITIES of Gulfport, Mississippi, being the low bidder for those items noted on the bid tabulation sheet under the MISSISSIPPI UTILITIES name and shaded in gray, as referenced in the Memorandum of Connie Debenport and tabulation sheet which is attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is attached hereto as Exhibit “B”.

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

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

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “B” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group J – Ductile Cast Iron Grates & Frames)
SUPPLIER ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2018, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and MISSISSIPPI UTILITIES SUPPLY (hereinafter called SUPPLIER).

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Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council (i.e., for those items noted on the bid tabulation sheet under the MISSISSIPPI UTILITIES name and shaded in gray)). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

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CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER’s Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit “A” and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for

twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 1, 2019.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

MISSISSIPPI UTILITIES SUPPLY

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date:

Subject: Resolution - awarding bid and approving contracts for Term Contract Group J1 - Water & Sewerline Supplies.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 12/10/2018

Subject: Resolution - awarding bid and approving contracts for Term Contract Group J2 - Pre-Cast Manholes.

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 AWARDED BID FOR “TERM CONTRACT GROUP J2 – PRE-CAST CONCRETE MANHOLES”, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND BAYOU CONCRETE, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group J2 – Pre-Cast Concrete Manholes) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and four (4) bids were received on the commodity noted above, with the lowest and best bidder being Design Precast & Pipe, Inc., of Gulfport, Mississippi, as referenced in the Memorandum of Connie Debenport and tabulation sheet which is attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is attached hereto as Exhibit “B”.

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

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

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “B” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: December 10, 2018

Ref: Term Contract Group J2 – Pre-Cast Concrete Manholes

Contract Period 01/01/2019 thru 12-31-2019

Renewable Period 01/01/2020 thru 12/31/2020

I have reviewed the bids received on the above referenced group and recommend acceptance of the lowest and best bid as submitted by Design Precast & Pipe. I have attached a tabulation sheet for your review and approval.

Thank you for your consideration.

Group J2- Pre-Cast Concrete Manholes Contract Period 01-01-19 through 12-31-19 Renewal Period 01-01-20 through 12-31-20				
Commodity Codes	Item No.	Description	Consolidated Pipe & Supply	Design Precast & Pipe
89030-J1-02	1	48" diameter x 36" high cone section w/steps	\$220.00	\$120.00
89030-J1-02	2	48" diameter riser section w/steps	\$220.00	\$120.00
89030-J1-03	3	70" x 6" manhole bottom w/6" overhang	\$390.00	\$270.00
89030-J1-04	4	58" x 6" manhole bottom no overhang	\$350.00	\$200.00
89030-J1-05	5	58" x 6" flat slab top	\$275.00	\$190.00
89030-J1-06	6	4" adjusting rings	\$75.00	\$50.00
89030-J1-07	7	6" adjusting rings	\$80.00	\$70.00
89030-J1-08	8	4" flexible couplings	\$35.00	\$30.00
89030-J1-09	9	6" flexible couplings	\$40.00	\$35.00
89030-J1-10	10	8" flexible couplings	\$45.00	\$40.00
89030-J1-11	11	10" flexible couplings	\$55.00	\$45.00
89030-J1-12	12	12" flexible couplings	\$65.00	\$50.00
89030-J1-13	13	18" flexible couplings	\$80.00	\$80.00
Design Precast & Pipe, Inc. P.O. Box 2401 Gulfport, MS 39505 228-831-5833 - phone 228 -831-2791 - fax <u>rgregory@designprecast.com</u>				

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group J2 Pre-Cast Concrete Manholes) SUPPLIER
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2018, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and DESIGN PRE-CAST & PIPE, INC., (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period January 1, 2019 thru December 31, 2019 ("Contract Term"). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term ("Option Term"). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year term. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER's Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit "A" and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 1, 2019.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

DESIGN PRE-CAST & PIPE, INC.

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date:

Subject: Resolution - awarding bid and approving contracts for Term Contract Group K - Sewage Control Panels and Pumps.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 12/11/2018

Subject: Resolution - awarding bid and approving contracts for Term Contract Group N - Chlorine.

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 AWARDING BID FOR “TERM CONTRACT GROUP N1 – CHLORINE FOR WATER PURIFICATION AND SEWAGE TREATMENT”, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND WATER AND WASTE SPECIALTIES, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group N1 – Chlorine for Water Purification & Sewage Treatment) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and two (2) bids were received on the commodity noted above, with the lowest and best bidder being DPC Enterprises, LP, of Chickasaw, Alabama, as referenced in the Memorandum of Connie Debenport and tabulation sheet which is attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is attached hereto as Exhibit “B”.

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

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

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “B” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: December 11, 2018

Ref: Term Contract Group N1 – Chlorine for Water Purification & Sewage Treatment

Contract Period 01/01/2019 thru 12-31-2019

Renewable Period 01/01/2020 thru 12/31/2020

I have reviewed the only bid received on the above referenced group and recommend acceptance of the lowest and best bid as submitted by DPC, Enterprises, L.P. I have attached a tabulation sheet for your review and approval.

Thank you for your consideration.

Group N1 - Chlorine for Water Purification & Sewage Treatment**Contract Period 01-01-2019 through 12-31-2019****Renewal Option 01-01-2020 through 12-31-2020**

Commodity Codes		DPC, Enterprises, L.P. Chickasaw, AL
	1 2235 28th Street water well site 2 1015 36th Avenue, Oasis Hotel water well site. 3 4050 Hewes Avenue 4 10075 Old Highway 49, Outlet Mall water well site 5 10271 34th Avenue, East Side Road water well site 6 15230 South Swan Road, water well site 7 1801 26th Avenue, elevated water tank site 8 Old Highway 49 North by South Swan 9 Lyman Well - Hwy 53, 1/4 mile West of Hwy 49 10 Dedeaux Rd Well, 1/4 mile West of Lorraine Rd. 11 Jackson St. Well - Dedeaux Rd. and Jackson St. 12 David St. Well - Corner of S. Wilson and David St. 13 Township Well 14 East Railroad water well site 15 Dedeaux Rd. Community Center water well site 16 North Gulfport water well site 17 Oakleigh Ave. waqter well site 18 Commerce Street water well site 19 44th Ave. water well site 20 Trailwood water well site 21 Stiglet water well site 22 Rich Ave. water well site	
88538-N1-1	Liquid Chlorine Per 150 lb. Cylinder (Delivered)	\$86.50
88538-N1-1	Liquid Chlorine Per 150 lb. Cylinder (Pick-Up)	NO BID
John Skipper DPC Enterprises, L.P. P. O. Box 11447 Chickasaw, Alabama 36671 Phone- (866)344-2781 Fax -(251)457-1334 jskipper@dxgroup.com		

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group N1 – Chlorine for Water Purification & Sewage
Treatment) SUPPLIER
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2018, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and DPC Enterprises, LP, (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the City Council). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period January 1, 2019 thru December 31, 2019 (“Contract Term”). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term (“Option Term”). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year term. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER’s Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit “A” and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 1, 2019.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

DPC Enterprises, LP

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date:

Subject: Resolution - awarding bid and approving contracts for Term Contract Group N1 - Water Purification.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 12/11/2018

Subject: Resolution - awarding bid and approving contracts for Term Contract Group P - Street Marking Signs.

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 AWARDED BID FOR “TERM CONTRACT GROUP P – STREET MARKING MATERIALS”, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND VULCAN, INC., D/B/A VULCAN SIGNS, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group P – Street Marking Materials) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and two (2) bids were received on the commodity noted above, with Vulcan, Inc., d/b/a Vulcan Signs of Foley, Alabama, being the low bidder for those items noted on the bid tabulation sheet under the Vulcan, Inc., d/b/a Vulcan Signs name and shaded in gray, as referenced in the Memorandum of Connie Debenport and tabulation sheet which is attached hereto as Exhibit “A”; and

WHEREAS, a proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, is attached hereto as Exhibit “B”.

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

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

Section 2. That the proposed Agreement Between The City Of Gulfport And Commodity Supplier On The Basis Of A Stipulated Price, be and it is hereby approved in the form as attached hereto as Exhibit “A” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: December 11, 2018

Ref: Term Contract Group P – Street Marking Signs
Contract Period 01/01/2019 thru 12-31-2019
Renewable Period 01/01/2020 thru 12/31/2020

I have reviewed the bids received on the above referenced group and recommend acceptance of the lowest and best bid as submitted by Vulcan Signs. I have attached a tabulation sheet for your review and approval.

Thank you for your consideration.

Group P - Street Marking Signs				
Contract Period 01-01-2019 through 12-31-2019				
Renewable Period 01-01-2020 through 12-31-2020				
Commodity Codes			Custom Products	Vulcan Signs
	A.	U- channel posts (Galvanized)		
80130-P-A01	1	U-Channel 50, 12 ft. 3 Wt. per foot	Units per bundle 50	50
			Weight per bundle 1980	1926
			Price per bundle \$ 2,015.50	\$ 1,702.00
80130-P-A02	2	Caps for U-Channel post for extruded street name blanks (die cast aluminum) 5 1/4", #914X-0190 or equal	Each Item # \$ 4.33	\$ 3.64 VS-1
80130-P-A03	3	U-Channel cap 180° 12" for extruded blades w/set screws	Each Item # \$ 10.63	\$ 8.75 VS-12
70130-P-A04	4	U-Channel cap 90° 12" for extruded blades w/set screws	Each Item # \$ 10.83	\$ 8.75 VS-12
80130-P-A05	5	90° crosspiece 12" w/set screws	Each Item # \$ 11.71	\$ 8.75 VS-12
80130-P-A06	6	Crosses for extruded street name blanks (die cast aluminum) 5 1/4", #X990X	Each Item # \$ 4.33	\$ 4.04 VS-1
	B.	Aluminum sign blanks .080 Gage		
80109-P-B01	1	30" Octagon	Each Item # \$ 16.86	\$ 15.68
80109-P-B02	2	36" Octagon	Each Item # \$ 24.28	\$ 22.64
80109-P-B03	3	12 x 8	Each Item # \$ 3.17	\$ 2.01
80109-P-B04	4	12 x 18	Each Item # \$ 5.01	\$ 4.40
80109-P-B05	5	18" Square	Each Item # \$ 6.77	\$ 6.50
80109-P-B06	6	24" Squ or Dia	Each Item # \$ 11.67	\$ 11.29

Group P - Street Marking Signs

Contract Period 01-01-2019 through 12-31-2019

Renewable Period 01-01-2020 through 12-31-2020

Commodity Codes				Custom Products	Vulcan Signs
80109-P-B07	7	36" Triangle	Each Item #	\$ 15.34	\$ 11.79
80109-P-B08	8	36" Squ or Dia	Each Item #	\$ 26.12	\$ 25.50
80109-P-B09	9	48" Squ or Dia	Each Item #	\$ 46.11	\$ 44.76
80109-P-B10	10	24" Pentagon	Each Item #	\$ 11.87	\$ 9.76
80109-P-B11	11	36" Pentagon	Each Item #	\$ 24.28	\$ 21.57
80109-P-B12	12	6 x 24	Each Item #	\$ 3.76	\$ 2.87
80109-P-B10	13	8 x 24	Each Item #	\$ 4.44	\$ 3.89
80109-P-814	14	10 x 24	Each Item #	\$ 5.56	\$ 4.80
80109-P-B15	15	12 x 6	Each Item #	\$ 2.11	\$ 1.52
80109-P-B16	16	48 x 18	Each Item #	\$ 17.32	\$ 16.90
80109-P-B17	17	48 x 24	Each Item #	\$ 23.22	\$ 22.41
80109-P-B18	18	48 x 30	Each Item #	\$ 29.31	\$ 28.02
80109-P-B19	19	36 x 36	Each Item #	\$ 26.12	\$ 25.50
80109-P-20	20	30" Squ or Dia	Each Item #	\$ 18.14	\$ 17.44

Group P - Street Marking Signs				
Contract Period 01-01-2019 through 12-31-2019				
Renewable Period 01-01-2020 through 12-31-2020				
Commodity Codes				
			Custom Products	Vulcan Signs
80109-P-B21	21	18 x 24/24 x 18	Each Item #	\$ 8.75 \$ 8.41
80109-P-B22	22	24 x 12	Each Item #	\$ 6.44 \$ 5.73
80109-P-B23	23	24 x 30/30 x 24	Each Item #	\$ 14.56 \$ 13.89
80109-P-B24	24	24 x 36	Each Item #	\$ 17.32 \$ 16.90
80109-P-B25	25	30 x 36	Each Item #	\$ 21.86 \$ 21.34
80109-P-B26	26	36 x 12	Each Item #	\$ 8.75 \$ 8.63
80109-P-B27	27	30" circle blanks	Each Item #	\$ 17.88 \$ 16.74
80109-P-B28	28	36" circle blanks	Each Item #	\$ 24.71 \$ 23.64
	C. Overhead Street Names			
80109-P-B29	29	20 x 48	Each Item#	\$ 23.30 \$ 18.79
80109-P-B30	30	20 x 52	Each Item#	\$ 29.01 \$ 20.01
80109-P-B31	31	20 x 60	Each Item#	\$ 29.01 \$ 22.64
80109-P-B32	32	20 x 72	Each Item#	\$ 42.00 \$ 27.14
	D. Extruded blanks - double sided			
80109-P-C01	1	6 x 20	Each Item #	\$ 9.30 \$ 3.59
80109-P-C02	2	6 x 24	Each Item #	\$ 11.02 \$ 4.30
80109-P-C03	3	6 x 30	Each Item #	\$ 13.78 \$ 5.39

Group P - Street Marking Signs

Contract Period 01-01-2019 through 12-31-2019

Renewable Period 01-01-2020 through 12-31-2020

Commodity Codes				Custom Products	Vulcan Signs
80109-P-C04	4	6 x 36	Each Item #	\$ 17.14	\$ 6.44
80109-P-C05	5	9 x 20	Each Item #	\$ 16.00	\$ 5.04
80109-P-C06	6	9 x 24	Each Item #	\$ 16.17	\$ 6.03
80109-P-C07	7	9 x 30	Each Item #	\$ 20.21	\$ 7.54
80109-P-C08	8	9 x 36	Each Item #	\$ 24.25	\$ 9.03
80109-P-C09	9	9 x 42	Each Item #	\$ 28.29	\$ 10.62
E. Traffic Faces					
		Sizes	Quantities		
80109-P-D01	1	6 x 24	1-9	\$ 9.86	\$ 1.78
80109-P-D02			10-24	\$ 7.18	\$ 1.53
80109-P-D03			25-40	\$ 4.85	\$ 1.43
80109-P-D04			50+	\$ 4.85	\$ 1.41
80109-P-D05	2	12 x 8	1-9	\$ 7.33	\$ 1.19
80109-P-D06			10-24	\$ 5.58	\$ 1.03
80109-P-D07			25-40	\$ 3.60	\$ 0.96
80109-P-D08			50+	\$ 3.60	\$ 0.94
80109-P-D09	3	12 x 18	1-9	\$ 10.16	\$ 2.67
80109-P-D10			10-24	\$ 6.54	\$ 2.30
80109-P-D11			25-40	\$ 4.45	\$ 2.15
80109-P-D12			50+	\$ 4.45	\$ 2.12
80109-P-D13	4	12 x 36	1-9	\$ 14.24	\$ 5.34
80109-P-D14			10-24	\$ 9.90	\$ 4.59
80109-P-D15			25-40	\$ 7.18	\$ 4.29
80109-P-D16			50+	\$ 6.98	\$ 4.23
80109-P-D17	5	24 x 8	1-9	\$ 8.14	\$ 2.37
80109-P-D18			10-24	\$ 6.09	\$ 2.03
80109-P-D19			25-40	\$ 4.09	\$ 1.90
80109-P-D20			50+	\$ 4.09	\$ 1.88

Group P - Street Marking Signs

Contract Period 01-01-2019 through 12-31-2019

Renewable Period 01-01-2020 through 12-31-2020

Commodity Codes				Custom Products	Vulcan Signs
80109-P-D21	6	24 x 10	1-9	\$ 10.27	\$ 2.97
80109-P-D22			10-24	\$ 7.42	\$ 2.56
80109-P-D23			25-40	\$ 7.18	\$ 2.39
80109-P-D24			50+	\$ 6.85	\$ 2.35
80109-P-D25	7	24 x 12	1-9	\$ 11.87	\$ 3.56
80109-P-D26			10-24	\$ 8.42	\$ 3.06
80109-P-D27			25-40	\$ 5.88	\$ 2.86
80109-P-D28			50+	\$ 5.60	\$ 2.82
80109-P-D29	8	18 x 18	1-9	\$ 14.00	\$ 4.01
80109-P-D30			10-24	\$ 9.11	\$ 3.44
80109-P-D31			25-40	\$ 6.38	\$ 3.22
80109-P-D32			50+	\$ 6.06	\$ 3.17
80109-P-D33	9	18 x 24	1-9	\$ 14.24	\$ 5.34
80109-P-D34			10-24	\$ 9.90	\$ 4.59
80109-P-D35			25-40	\$ 7.18	\$ 4.29
80109-P-D36			50+	\$ 6.98	\$ 4.23
80109-P-D37	10	24 x 24	1-9	\$ 22.50	\$ 7.12
80109-P-D38			10-24	\$ 14.44	\$ 6.12
80109-P-D39			25-40	\$ 10.81	\$ 5.72
80109-P-D40			50 & over	\$ 10.11	\$ 5.64
80109-P-D41	11	24 x 30	1-9	\$ 26.35	\$ 8.90
80109-P-D42			10-24	\$ 17.47	\$ 7.65
80109-P-D43			25-40	\$ 13.53	\$ 7.15
80109-P-D44			50+	\$ 12.95	\$ 7.05
80109-P-B18	12	48 x 30	1-9	\$ 44.08	\$ 17.80
80109-P-D46			10-24	\$ 28.55	\$ 15.30
80109-P-D47			25-40	\$ 22.47	\$ 14.30
80109-P-D48			50+	\$ 21.75	\$ 14.10

Group P - Street Marking Signs

Contract Period 01-01-2019 through 12-31-2019

Renewable Period 01-01-2020 through 12-31-2020

Commodity Codes				Custom Products	Vulcan Signs
80109-P-D49	13	30 x 30	1-9	\$ 27.58	\$ 11.13
80109-P-D50			10-24	\$ 18.24	\$ 9.56
80109-P-D51			25-40	\$ 14.09	\$ 8.96
80109-P-D52			50+	\$ 13.75	\$ 8.81
80109-P-D53	14	30 x 36	1-9	\$ 33.14	\$ 13.35
80109-P-D54			10-24	\$ 21.71	\$ 11.48
80109-P-D55			25-40	\$ 16.85	\$ 10.73
80109-P-D56			50+	\$ 16.29	\$ 10.58
80109-P-D57	15	48 x 24	1-9	\$ 35.33	\$ 14.24
80109-P-D58			10-24	\$ 23.08	\$ 12.24
80109-P-D59			25-40	\$ 18.01	\$ 11.44
80109-P-D60			50+	\$ 17.85	\$ 11.28
80109-P-D61	16	36 x 36	1-9	\$ 41.14	\$ 16.02
80109-P-D62			10-24	\$ 26.71	\$ 13.77
80109-P-D63			25-40	\$ 20.84	\$ 12.87
80109-P-D64			50+	\$ 20.00	\$ 12.69
80109-P-D65	17	48 x 48	1-9	\$ 71.00	\$ 28.48
80109-P-D66			10-24	\$ 49.16	\$ 24.48
80109-P-D67			25-40	\$ 36.93	\$ 22.88
80109-P-D68			50+	\$ 35.93	\$ 22.56
80109-P-D69	18	12 x 6	1-9	\$ 5.00	\$ 0.89
80109-P-D70			10-24	\$ 4.06	\$ 0.77
80109-P-D71			25-40	\$ 3.43	\$ 0.72
80109-P-D72			50+	\$ 2.43	\$ 0.71
80109-P-D73	19	24 x 6	1-9	\$ 9.86	\$ 1.78
80109-P-D74			10-24	\$ 7.18	\$ 1.53
80109-P-D75			25-40	\$ 4.85	\$ 1.43
80109-P-D76			50+	\$ 4.85	\$ 1.41
80109-P-D77	20	36" circular	1-9	\$ 41.14	\$ 16.02
80109-P-D78			10-24	\$ 26.71	\$ 13.77
80109-P-D79			25-40	\$ 20.84	\$ 12.87
80109-P-D80			50+	\$ 20.00	\$ 12.69

Group P - Street Marking Signs

Contract Period 01-01-2019 through 12-31-2019

Renewable Period 01-01-2020 through 12-31-2020

Commodity Codes				Custom Products	Vulcan Signs
80109-P-D81	21	30" octagon	1-9	\$ 27.58	\$ 11.13
80109-P-D82			10-24	\$ 18.24	\$ 9.56
80109-P-D83			25-40	\$ 14.09	\$ 8.94
80109-P-D84			50+	\$ 13.75	\$ 8.81
80109-P-D85	22	36" octagon	1-9	\$ 41.14	\$ 16.02
80109-P-D86			10-24	\$ 26.71	\$ 13.77
80109-P-D87			25-40	\$ 20.84	\$ 12.87
80109-P-D88			50+	\$ 20.00	\$ 12.69
80109-P-D89	23	36" triangle	1-9	\$ 23.25	\$ 7.16
80109-P-D90			10-24	\$ 15.53	\$ 6.15
80109-P-D91			25-40	\$ 12.66	\$ 5.75
80109-P-D92			50+	\$ 11.66	\$ 5.67
80109-P-D93	24	36" pentagon	1-9	\$ 41.14	\$ 16.02
80109-P-D94			10-24	\$ 26.71	\$ 13.77
80109-P-D95			25-40	\$ 20.84	\$ 12.87
80109-P-D96			50+	\$ 20.00	\$ 12.69
Trail blazer & city entrance faces					
80109-P-D97	25	30 x 18	1-9	\$ 50.06	\$ 6.68
80109-P-D98			10-24	\$ 48.60	\$ 5.74
80109-P-D99			25-40	\$ 31.29	\$ 5.36
80109-P-D100			50 & over	\$ 25.69	\$ 5.29
F. Traffic Faces FYG -- School					
80109-P-E01	26	42 x 6	1-9	\$ 19.25	\$ 4.99
80109-P-E02			10-24	\$ 13.93	\$ 4.92
80109-P-E03			25-40	\$ 10.50	\$ 4.87
80109-P-E04			50+	\$ 10.05	\$ 4.87
80109-P-E05	27	24 x 8	1-9	\$ 13.55	\$ 3.79
80109-P-E06			10-24	\$ 9.20	\$ 3.74
80109-P-E07			25-40	\$ 7.57	\$ 3.70
80109-P-E08			50+	\$ 7.19	\$ 3.70

Group P - Street Marking Signs

Contract Period 01-01-2019 through 12-31-2019

Renewable Period 01-01-2020 through 12-31-2020

Commodity Codes				Custom Products	Vulcan Signs
80109-P-E09	28	24 x 10	1-9	\$ 19.75	\$ 4.76
80109-P-E10			10-24	\$ 14.25	\$ 4.69
80109-P-E11			25-40	\$ 11.18	\$ 4.64
80109-P-E12			50+	\$ 10.75	\$ 4.64
80109-P-E13	29	24 x 12	1-9	\$ 19.25	\$ 5.70
80109-P-E14			10-24	\$ 13.93	\$ 5.62
80109-P-E15			25-40	\$ 10.50	\$ 5.56
80109-P-E16			50+	\$ 10.05	\$ 5.56
80109-P-E17	30	30 x 18	1-9	\$ 32.41	\$ 10.69
80109-P-E18			10-24	\$ 22.79	\$ 10.54
80109-P-E19			25-40	\$ 18.30	\$ 10.43
80109-P-E20			50+	\$ 17.44	\$ 10.43
80109-P-E21	31	48 x 24	1-9	\$ 64.85	\$ 22.80
80109-P-E22			10-24	\$ 44.61	\$ 22.48
80109-P-E23			25-40	\$ 35.89	\$ 22.24
80109-P-E24			50+	\$ 34.75	\$ 22.24
80109-P-E25	32	36" Pentagon	1-9	\$ 74.24	\$ 26.65
80109-P-E26			10-24	\$ 50.94	\$ 25.29
80109-P-E27			25-40	\$ 41.06	\$ 25.02
80109-P-E28			50+	\$ 40.00	\$ 25.02
80109-P-E29	33	60 x 48	1-9	\$ 161.90	\$ 57.00
80109-P-E30			10-24	\$ 108.93	\$ 56.20
80109-P-E31			25-40	\$ 90.97	\$ 55.60
			50+	\$ 87.65	\$ 55.60
	G.	Barricade Sheeting Rolls			
80148-P-F01		Orange & White High Intensity	Roll Each	\$ 200.33	\$ 176.25
	1	8" x 50 yd.	Item #	333	3334/3336
	H.	Diamond grade pressure sensitive sheeting rolls 3M or equal			
80148-P-G01		White	Per Roll Each	\$ 343.55	\$ 260.29
	1	8" x 150'	Item #	3990	3990

Vulcan Inc., d/b/a Vulcan Signs

PO Box 1850

Foley, AL 36536-1850

800-633-6845 P

251-943-1544 F

vulcan3@vulcaninc.com

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group P – Street Marking Materials)
SUPPLIER ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2018, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and VULCAN, INC., D/B/A VULCAN SIGNS, (hereinafter called SUPPLIER).

CITY and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I. Commodities.

SUPPLIER shall provide all commodities, goods, and deliverables as specified or indicated in the Bid Proposal submitted by SUPPLIER to CITY at the price contained therein (for those items for which SUPPLIER was the lowest and best bid as found on the bid tabulation sheet as approved by the CITY Council (i.e., for those items noted on the bid tabulation sheet under the VULCAN, INC., D/B/A VULCAN SIGNS,, name and shaded in gray)). SUPPLIER assures that all such deliverables shall meet industry standards of quality and as further set forth herein. The CITY will issue and submit to SUPPLIER a job specific purchase order or other written documentation of order to provide certain and various of the commodities, goods, or deliverables found in the Bid Proposal. Each purchase order or similar document shall contain the specific item(s) and the number of each item needed. The CITY is not guaranteeing that any specific number of items will be purchased hereunder and is not guaranteeing that such items will not be purchased in another manner or from another source. It is further understood and acknowledged that the items ordered at the end of one (1) year may be significantly more or less than the total bid submitted. There is no minimum number or amount of commodities, goods, or deliverables required for any purchase or similar order set out hereunder.

Article II. Contract Times.

SUPPLIER must agree to commence delivery of items requested via purchase order or other written documentation of order within the time frames set out in the bid documents (i.e., bid specifications and bid proposal) (to the extent that a time frame is set out in the bid documents). Failure to make delivery within any required time frame will be justification by the CITY for termination of this Agreement.

This Contract will be effective for the period January 1, 2019 thru December 31, 2019 (“Contract Term”). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term (“Option Term”). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year term. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER’s Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit “A” and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for

twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

Payment of items delivered under any/all purchase orders issued hereunder shall be in accordance with the usual practices and ordinances of the CITY of Gulfport and the applicable statutes and regulations of the State of Mississippi.

Article V. Contract Documents.

The Contract Documents which comprise the entire agreement between CITY and SUPPLIER consist of this Agreement, Bid Specifications and the Bid Proposal submitted by SUPPLIER. There are no Contract Documents other than those listed or incorporation herein.

Article VI. Warranties.

SUPPLIER expressly warrants that all commodities, goods, and deliverables furnished or provided under this agreement will be new, will be free from defect in material and workmanship, and shall be free and clear of all liens, mortgages, security interests or other encumbrances. SUPPLIER further warrants that all such commodities, goods, and deliverables will conform to any specifications, drawings, statements or representations made to the CITY or otherwise appearing on the containers or labels or advertisements for such items and that any such commodities, goods, and deliverables will be adequately contained, packaged, marked and labeled. SUPPLIER also warrants that all commodities, goods, and deliverables furnished hereunder or in connection with this agreement will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. If SUPPLIER knows or has reason to know the particular purpose for which the CITY intends to use the commodities, goods, or deliverables, SUPPLIER warrants that such items will be fit for such particular purpose. SUPPLIER shall not limit or exclude any implied warranties and any attempt to do so shall render this agreement voidable at the option of the CITY. SUPPLIER agrees to promptly replace or correct defects of any commodities, goods, or deliverables not conforming to the foregoing warranties, without expense to the CITY, when notified of such nonconformity by the CITY for up to one year after acceptance of the same, provided the CITY elects to provide the SUPPLIER the opportunity to do so. If SUPPLIER fails to correct defects in or replace nonconforming commodities, goods, or deliverables, the CITY, after reasonable notice to SUPPLIER, may make such corrections or replace such goods and services and charge SUPPLIER for the cost incurred by the CITY in doing so. SUPPLIER recognizes that the CITY's requirements may require immediate repairs, re-working, or replacement of defective commodities, goods, or deliverables, without notice to the SUPPLIER. In such event, SUPPLIER shall reimburse the CITY for the costs, delays, or other damages which the CITY has incurred. In the event of a conflict with the length or duration of any warranties involving commodities, goods, or deliverables provided or sold to the CITY in connection with this agreement and any other warranties, whichever warranty is longer in duration or tenure shall prevail.

Article VI. Miscellaneous.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

CITY and SUPPLIER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, representations, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and SUPPLIER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUPPLIER certifies that the SUPPLIER and its principals and agents are eligible to participate in this transaction, enter into this agreement, and perform in accordance herewith and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that SUPPLIER is in compliance with the State of Mississippi statutes and rules relating to procurement and that SUPPLIER is not listed on the federal government's terrorism watch list as described in any governing or existing federal law or Executive Order, including, but not limited to, Executive Order 13224.

Article VII. Hold Harmless.

SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of the Contract Documents or any provisions set forth or incorporated therein and the breach of the Contract Documents or in any way arising therefrom or relating thereto. The CITY of Gulfport will notify the SUPPLIER in writing of any claim to be indemnified hereunder, of which CITY has knowledge, and SUPPLIER in turn will promptly notify CITY of any such claim. SUPPLIER shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

IN WITNESS WHEREOF, CITY and SUPPLIER have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and to SUPPLIER.

This Agreement will be effective on January 1, 2019.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

VULCAN, INC., D/B/A VULCAN SIGNS

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date:

Subject: Resolution - awarding bid and approving contracts for Term Contract Group U -
Electronic Equipment.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date:

Subject: Resolution - awarding bid and approving contracts for Term Contract Group Z - Portable Restrooms.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
Leisure Services

Date: 12/12/2018

Subject: Resolution - approving Agreement with Coast Transit Authorizing for 2018 Gulfport Harbor Lights Winter Festival, authorizing the Mayor to execute said Agreement, and for related purposes.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
Legal

Date: 12/12/2018

Subject: Resolution - approving Agreement to Enter Franchise Agreement with Telepak Networks, Inc., authorizing the Mayor to execute the same, and for related purposes.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
Leisure Services

Date: 12/12/2018

Subject: Resolution - approving Contract & Agreement between the City of Gulfport and Mississippi Delta Shows, LLC, authorizing the Mayor to execute the same, and for related purposes.

Recommendation:

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AGREEMENT WITH MISSISSIPPI DELTA SHOWS, LLC, AND AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

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

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

WHEREAS, among the amenities planned is a Berry Go Round, and Mississippi Delta Shows, LLC, is willing and able to provide the aforementioned amenity, including required personnel, for the amount of 65% of gross revenue, in accord with the terms and conditions set forth in the attached Contract and Agreement (See Exhibit "A" hereto).

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

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

Section 2. That the proposed Contract and Agreement attached hereto as Exhibit "A" be and the same is hereby approved and found to be in the best interest of the City of Gulfport and the Mayor is authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR



PO BOX 1766
Purvis, Ms 39475
Phone: 601-299-0556

This **CONTRACT & AGREEMENT**, made and entered into this 10th day of December 2018 by and between Mississippi Delta Shows, LLC hereinafter known as the Party of the first Part, and City of Gulfport of the city of Gulfport State of Mississippi hereinafter known as the Party of the Second Part.

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) paid by each to the other, receipt for which is hereby acknowledge, and other valuable considerations hereby specified, both parties to this contract bind themselves as follows:

Party of the First Part agrees to present their attraction known as Mississippi Delta Shows, LLC in the City of Gulfport, State of Mississippi for a period of 36 days commencing Nov 23, 2018 and ending Dec 30, 2018, inclusive, under the following conditions. Daily Hours of operation to be determined by the City of Gulfport with the following exceptions closed on Dec 24 & 25, 2018.

Party of the First Part is to furnish Berry Go Round, 1 million dollars of liability insurance, and operator for the ride.

Party of the Second Part is to furnish a suitable location for Show Grounds, which is known as Jones Park situated in Gulfport, Ms same to be cleared of brush, so that shows may exhibit without discomfort to themselves or the public, all Licenses that may be required by Law.

In consideration of fulfilling of this contract the Party of the Second Part agrees to pay Party of the First Part 65% of gross revenue received on Berry Go Round. Payment schedule as follows: November 23- Dec 16, 2018 Ride Gross will be payable Dec 19, 2018 and Dec 17-30, 2018 Ride Gross will be payable Jan 9, 2019. All payments must be received by Party of the First Part no later than Jan 15, 2019 by USPS.

Party of the First Part shall carry at all times during shows, an insurance policy or policies protecting Party of the Second Part and its owners, directors, officers, employees, third-party vendors, and guests against loss, damage, or liability for bodily injury, property damage, or personal injury or expense, arising out of or occurring upon or in connection with the performance of the services to be provided for the shows by Party of the First Part. Such policies shall be issued by an insurance company or companies satisfactory to Party of the Second Part and shall include, at a minimum, (i) commercial general liability insurance, including premises liability, products liability, completed operations, and contractual liability for bodily injury, property damage, and personal injury coverage in the amount of One Million Dollars (\$1,000,000) each occurrence and Three Million Dollars (\$3,000,000) general aggregate, (ii) automobile liability insurance covering all owned, hired, and non-owned vehicles for bodily injury, property damage, uninsured motorists and underinsured motorist coverage with a combined single limit of at least One Million Dollars (\$1,000,000), and (iii) workers' compensation and employers' liability insurance as required by statute or rule of the State of Mississippi. Party of the Second Part should be added as an additional insured on each policy or policies.

Party of the First Part shall indemnify, defend, and hold harmless Party of the Second Part and its owners, directors, officers, employees, third-party vendors, guests, and any other individual attending the shows from any loss, claim, liability, and expense with respect to (i) workers' compensation benefits payable on account of injury or death to any employee of subcontractor of Party of the First Part where the injury or death arises out of or is in any way related to the services performed or to be performed at the shows; (ii) claims for bodily injury, personal injury, death, or property damages or loss asserted by any employee, agent, or subcontractor of Party of the First Part where the injury, death, damage, or loss arises out of or is in any way related to the services performed or to be performed at the shows; (iii) claims for personal injury, death, property damage, or loss by theft asserted by third parties including any employee, agent, or subcontractor of Party of the First Part where the injury, death, damage, or loss by theft arises out of or is in any way related to the services performed or to be performed at the shows or where the claim is based solely on any act or omission by Party of the First Part, or any of its employees, agents, or subcontractors, including claims of strict liability; (iv) claims from any state agency or taxing authority; and (v) claims resulting in fines and/or forfeitures or failure to comply with all federal, state, county, and municipal laws, statutes, ordinances, rules, and regulations.

In case of cyclone, flood, fire, epidemic, impassable roads or any other unforeseen accident, over which the Party of the First Part has no control then they are in no way to be held liable for damages by the said Party of the Second Part.

Signed this _____ day of _____ 2018

Mississippi Delta Shows, LLC

City of Gulfport

By: _____

By: _____

Its: _____

Its: _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 12/05/2018

Subject: Resolution - approving Change Order #1 to Contract with W.C. Fore Trucking, Inc., for Brickyard Bayou Drainage Improvements Project - Phase 2B, authorizing the Mayor to execute said Change Order, and for related purposes.

Recommendation:

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Wayne Miller, P.E., Public Works

Linda Elias, Finance

From: Kris Riemann, P.E.

RKR

Date: 12/5/18

Re: Change Order Number 1

- Brickyard Bayou Phase 2B Drainage Improvements

- W.C Fore Trucking, Inc..

Attached for your consideration is the referenced change order number 1, in the additive amount of \$123,199.90 and additive amount of 10 calendar days of time. This change is necessary to add the following items 24" Flared End Sections, 30" Flared End Sections, 54" Flared End Sections, RipRap, Chain Link Fence, and a 9' x 9' Precast Box Culvert and Headwalls. Note that the addition of the box culvert was due to it being left off of the plans by the design engineer.

The project includes clearing and snagging of a portion of the bayou west of 13th Avenue to Highway 49, creating a limestone maintenance road for future upkeep, and installing various sizes of pipe.

The project construction is funded 100% by the Community Development Block Grant Funding. I recommend approval of this change order. It shall be subject to the eligibility review and approval of the Mississippi Development Authority. Brown, Mitchell, and Alexander, Inc. has completed the Engineering design and the City Engineering Department will oversee the inspection.

Please place this item on the December 18, 2018 Council Agenda.

Attachments: 1. Robert K. Riemann, P.E. Letter Dated 9/24/18
 2. MDA Change Order Request Form Dated 11/13/18
 3. Change Order No. 1



DEPARTMENT OF
ENGINEERING

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

September 24, 2018

Karen McCarty
Community Development Coordinator
1410 24th Avenue
Gulfport, MS 39501

RE: Brickyard Bayou Restoration Phase 2B – Change Order No. 1

Karen,

During the clearing phase of the subject project, the contractor, W.C. Fore Trucking, Inc., discovered multiple drainage crossings that were not shown on the original construction drawings. These crossings will require drainage conduit to be installed in order to complete the construction of the maintenance road. Additionally, there are two locations where fencing and guardrail has to be removed and replaced to complete the project.

We have negotiated with W.C. Fore Trucking, Inc. to determine the line items not already included in the contract; costs appear to be reasonable when compared to recent bid items received on projects with similar construction requirements. One new item, a 9'X9' box culvert, is proposed as part of Change Order No. 1 (see enclosures). Additionally, a 10 day increase in contract time is warranted to allow for construction of these items.

Attached, please find a copy of the change order document along with a breakdown of the costs associated with the additional line item. As shown on the attached documents, the cost associated with the change order is \$123,199.90. Based on the above information, I recommend that you send this change order to the Mississippi Development Authority (MDA) to get their approval. Once MDA approves this change order, I will present it to the City Council for approval.

Should you have any questions or require additional information, please contact our office at (228) 868-5740.

Thank you,

Robert K. Riemann, P.E.
Director of Engineering

cc: Engineering File Clerk

Exhibit 6 Change Order Request Form - MDA Katrina Supplemental Disaster CDBG

Change Order Request Form

Applicant Name:	City of Gulfport
Project Description:	Brickyard Bayou Drainage, Phase II-2B
Contract Number:	R-109-202-07-KCR
Change Order Request Number	Grant Modification #4

Please include the following information:

REQUIRED INFORMATION	EXPLANATION
Description of the change	An increase of drainage conduit and the addition of a 9'X9' box culvert.
A justification of the need for the change	There are multiple drainage crossings that will need to be piped to complete the construction of the maintenance road.
A justification of the need for time extension	Ten (10) additional calendar days are warranted to complete this work.
Revised plans, specifications, and contract documents as needed	N/A. These changes fall within the original project specifications.
Engineering computations and sketches, if necessary to justify the change	N/A
Contractor certification in writing that the cost of the change order has been analyzed and found to be reasonable	Please see the attached cost estimate from the contractor; Review of bid tabulations of similar scoped projects confirm this is a reasonable cost (See attached Cost of New Line Item Comparison)

Signatures:

	Signature:	Date:
Contractor – W. C. Fore Trucking, Inc.	<i>WC Fore</i>	<i>11-12-18</i>
Responsible Entity – City of Gulfport Director of Engineering	<i>Robert K. Rennie</i>	<i>11-13-18</i>
DRD Staff		
DRD Bureau Manager		

W.C. Fore Trucking, Inc.
P.O. Box 3058
Gulfport, MS 39505

8/31/2018

Brickyard Bayou Phase 2B
Option 2 9x9 Box Culvert 32 LF
2 precast headwalls (9x9)

Item	Unit	Rate	Extension
Material	1 ls	\$ 44,000.00	44,000.00
labor and equipment to install	1 ls	\$ 20,200.00	20,200.00
		-	-
		Subtotal	64,200.00
Contractor Markup		15%	9,630.00
			<u>73,830.00</u>
Construction Bond		1.00%	738.30
			<u>74,568.30</u>
Mississippi Sales Tax		3.50%	<u>2,708.84</u>
Total Change Request			\$ 77,277.14

Sincerely,



Teresa Ehrlich
Project Coordinator



DEPARTMENT OF
ENGINEERING

4050 Humes Avenue
Gulfport, MS 39507-3903
Phone: (228) 868-5740
Fax: (228) 868-5822

BRICKYARD BAYOU RESTORATION PHASE 2B
CHANGE ORDER NO. 1
COST OF NEW LINE ITEM COMPARISON
SEPTEMBER 24, 2018

ITEM DESCRIPTION	PROJECT	TOTAL	QUANTITY	UNIT	UNIT PRICE	(W.C. FORE CURRENT PRICE)
9' X 9' BOX CULVERT AND HEADWALLS	BRICKYARD BAYOU RESTORATION PHASE 2B	\$ 77,277.14	32	LF	\$ 2,414.91	
6' X 10' BOX CULVERT AND HEADWALLS	FAYARD SUBDIVISION	\$ 75,201.20	40	LF	\$ 1,880.03	
9' X 9' BOX CULVERT AND HEADWALLS	2017 CITY OF GULFPORT REPAIR AND REPLACEMENT CONTRACT	\$ 84,500.00	32	LF	\$ 2,640.63	
DOUBLE 15' X 8' BOX CULVERT AND HEADWALLS	KEESLER GATE PROJECT - DIVISION STREET IMPROVEMENT	\$ 796,369.50	150	LF	\$ 5,309.13	FOR ONE CULVERT \$ 2,654.57

The above prices were received from multiple projects that have let in the last year. It appears that W.C. Fore Trucking, Inc. has submitted a reasonable price, therefore I recommend this price to be included in Change Order No. 1.


J. Tyler Gentry
Project Engineer

CHANGE ORDER

NO: 1

PROJECT: BRICKYARD BAYOU RESTORATION PHASE 2B DATE OF ISSUANCE: 9/24/2018

OWNER: CITY OF GULFPORT
P.O. BOX 1780
GULFPORT, MS 39502

OWNER'S PROJECT # PO 200177

CONTRACTOR: W.C. FORE TRUCKING, INC.
P.O. BOX 3058
GULFPORT, MS 39505

ENGINEER: CITY OF GULFPORT
ENGINEERING DEPARTMENT

CONTRACT FOR ENTIRE PROJECT ENGINEER'S PROJECT # PO 200177

You are directed to make the following changes in the Contract Documents:

This change order has been prepared to reflect actual items and quantities used during construction of the project.

TOTAL CHANGE IN CONTRACT PRICE

\$123,199.90

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$649,958.94	Original Contract Time (DAYS) 105
Previous Change Orders \$0.00	Net Change from Previous Change Orders (DAYS) 0
Contract Price Prior to This Change Order \$649,958.94	Contract Time Prior to This Change Order (DAYS) 105
Net Increase/(Decrease) of This Change Order \$123,199.90	Net Increase/Decrease of This Change Order (DAYS) 10
Contract Price with All Approved Change Orders \$773,158.84	Contract Time with All Approved Change Orders (DAYS) 115

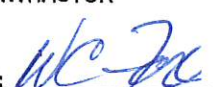
RECOMMENDED:
CITY OF GULFPORT

APPROVED:
OWNER

APPROVED:
CONTRACTOR

BY: 
ROBERT K. RIEMANN, P.E.

BY: _____
CITY OF GULFPORT

BY: 
W.C. FORE TRUCKING, INC.

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
ADD THE FOLLOWING QUANTITIES TO THE CONTRACT:					
02050-E	REMOVAL OF FENCING (ALL TYPES &	155	LF	\$3.15	\$488.25
02050-F	REMOVAL OF GUARDRAIL	50	LF	\$10.50	\$525.00
02221-B	SELECT FOUNDATION MATERIAL	50	CY	\$8.39	\$419.50
02228-A	CLEAN SAND BORROW	50	CY (LVM)	\$7.85	\$392.50
02228-C	MUCK EXCAVATION	100	CY (LVM)	\$8.90	\$890.00
02234-A	BASE COURSE, 6" THICK	175	SY	\$6.80	\$1,190.00
02708-A	GUARDRAIL WITH WOOD POSTS	50	LF	\$36.66	\$1,833.00
02721-A	CAST-IN-PLACE CONCRETE MINOR	2	CY	\$366.60	\$733.20
02722-B	24" RCP	64	LF	\$54.44	\$3,484.16
02722-C	30" RCP	96	LF	\$78.50	\$7,536.00
02722-E	54" RCP	32	LF	\$205.19	\$6,566.08

CHANGE ORDER

NO: 1

PROJECT:	BRICKYARD BAYOU RESTORATION PHASE 2B	DATE OF ISSUANCE:	9/24/2018
OWNER:	CITY OF GULFPORT P.O. BOX 1780 GULFPORT, MS 39502	OWNER'S PROJECT #	PO 200177
CONTRACTOR:	W.C. FORE TRUCKING, INC. P.O. BOX 3058 GULFPORT, MS 39505	ENGINEER:	CITY OF GULFPORT ENGINEERING DEPARTMENT
CONTRACT FOR ENTIRE PROJECT		ENGINEER'S PROJECT #	PO 200177

You are directed to make the following changes in the Contract Documents:

02722-I	24" FES	4	EA	\$1,198.50	\$4,794.00
02722-J	30" FES	6	EA	\$1,222.56	\$7,335.36
02722-L	54" FES	2	EA	\$2,387.00	\$4,774.00
02752-A	RIPRAP (200 LB)	33	SY	\$62.05	\$2,047.65
02831-A	CHAIN LINK FENCE	155	LF	\$18.84	\$2,920.20
02722-X	8' X 9' PRECAST BOX CULVERT AND HEADWALLS	1	LS	\$77,271.00	\$77,271.00
Subtotal - Additive Quantities					\$123,199.90
NET INCREASE					\$123,199.90
TOTAL CHANGE IN CONTRACT					\$123,199.90

W.C. Fore Trucking, Inc.
P.O. Box 3058
Gulfport, MS 39505

8/31/2018

Brickyard Bayou Phase 2B
Option 2 9x9 Box Culvert 32 LF
2 precast headwalls (9x9)

Item	Unit	Rate	Extension
Material	1 ls	\$ 44,000.00	44,000.00
labor and equipment to install	1 ls	\$ 20,200.00	20,200.00
		-	-
		-	-
		Subtotal	64,200.00
Contractor Markup		15%	9,630.00
			<u>73,830.00</u>
Construction Bond		1.00%	738.30
			<u>74,568.30</u>
Mississippi Sales Tax		3.50%	<u>2,708.84</u>
Total Change Request			\$ 77,277.14

Sincerely,



Teresa Ehrlich
Project Coordinator



DEPARTMENT OF
ENGINEERING

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

BRICKYARD BAYOU RESTORATION PHASE 2B

CHANGE ORDER NO. 1

COST OF NEW LINE ITEM COMPARISON

SEPTEMBER 24, 2018

ITEM DESCRIPTION	PROJECT	TOTAL	QUANTITY	UNIT	UNIT PRICE	(W.C. FORE CURRENT PRICE)
9' X 9' BOX CULVERT AND HEADWALLS	BRICKYARD BAYOU RESTORATION PHASE 2B	\$ 77,277.14	32	LF	\$ 2,414.91	
6' X 10' BOX CULVERT AND HEADWALLS	FAYARD SUBDIVISION	\$ 75,201.20	40	LF	\$ 1,880.03	
9' X 9' BOX CULVERT AND HEADWALLS	2017 CITY OF GULFPORT REPAIR AND REPLACEMENT CONTRACT	\$ 84,500.00	32	LF	\$ 2,640.63	
DOUBLE 15' X 8' BOX CULVERT AND HEADWALLS	KEESLER GATE PROJECT - DIVISION STREET IMPROVEMENT	\$ 796,369.50	150	LF	\$ 5,309.13	FOR ONE CULVERT \$ 2,654.57

The above prices were received from multiple projects that have let in the last year. It appears that W.C. Fore Trucking, Inc. has submitted a reasonable price, therefore I recommend this price to be included in Change Order No. 1.


J. Tyler Gentry

Project Engineer

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

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE CHANGE ORDER #1 TO CONTRACT WITH W.C. FORE TRUCKING,
INC., FOR THE BRICKYARD BAYOU DRAINAGE IMPROVEMENTS PROJECT –
PHASE 2B, TO AUTHORIZE THE MAYOR TO EXECUTE SAID CHANGE ORDER
AND FOR RELATED PURPOSES**

WHEREAS, W.C. Fore Trucking, Inc., was awarded the contract for a project improve drainage along Brickyard Bayou, and the Brickyard Bayou Drainage Improvements Project – Phase 2B, to include clearing and snagging a portion of the bayou west of 13th Avenue to Highway 49, creating a limestone maintenance road for future upkeep, and installing various sizes of pipe; and

WHEREAS, certain and various changes to the contract as more fully set forth in the attached Change Order #1 (which is attached hereto as a part of Exhibit “A”), resulting in an INCREASE in costs (\$123,199.90), as well as an INCREASE in calendar days of time of completion (10), as more fully described in the memorandum from the City Engineer, Kris Riemann, P.E.; and

WHEREAS, approval of Change Order #1 is in the best interest of the City of Gulfport.

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

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

SECTION 2. That Change Order #1 to the City's contract with W.C. Fore Trucking, Inc. be and it is hereby approved in the form as is found in Exhibit "A" to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 12/05/2018

Subject: Resolution - approving Change Order #5 (Summary) to Contract with Moran Hauling, Inc., for Coffee Creek Drainage Improvements Project, authorizing the Mayor to execute said Change Order, authorizing payment of Pay Application #14 (final), and for related purposes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: December 12, 2018

**Re: Request to Approve Summary Change Order #5 & FINAL PAY APP
Coffee Creek Drainage Improvements Project
Bids Received 09/09/2016**

Please see attached letters of recommendation from Frank Parker, PE, Project Engineer and Kris Riemann, City Engineer, requesting approval of the Change Order #5 for an additive amount of \$58,789.12 as well as deductive amount of 2 calendar days.

The change order is necessary to reflect actual quantities used during construction.

Original Contract Amount	\$1,178,987.42
CO#1 – Approved 05-23-17	\$27,865.00
Revised Completion Date – Approved 05-23-17	12-15-2017
CO#2 – Revised Completion Date – Approved 12-19-17	12-16-2017
CO#3 – Revised Completion Date – Approved 03-20-2018	07-14-2018
CO#4 – Revised Completion Date – Approved 07-10-2018	09-12-2018
CO#5-	\$58,789.12
Revised Completion Date -	09-10-2018
TOTAL CONTRACT PRICE	\$1,265,641.54

Also attached is FINAL PAY APPLICATION #14 in the amount of \$92,607.61. Request permission to issue special check upon approval of Change Order.

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

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Wayne Miller, P.E., Public Works

Linda Elias, Finance

From: Kris Riemann, P.E. 

Date: 12/4/18

Re: Change Order Number 5 (Summary)

- Coffee Creek Drainage Improvements Project

- Moran Hauling, Inc.

Attached for your consideration is the referenced change order number 5, in the additive amount of \$58,789.12 and deductive amount of 2 calendar days of time. This change is necessary to allow for the final quantity adjustment to reflect the actual quantities used during construction.

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 change order. It shall be subject to the eligibility review and approval of the Mississippi Development Authority. Pickering Firm, Inc. has completed the Engineering design and will oversee the inspection.

Please place this item on the December 18, 2018 Council Agenda.

Attachments: 1. Andy Phelan, P.E. Letter Dated 10/22/18
 2. Change Order No. 5



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

10/22
RECEIVED

October 22, 2018

Kris Riemann, P.E., Director of Engineering
City of Gulfport, Mississippi
Department of Engineering
4050 Hewes Ave
Gulfport, Mississippi 39507

Re: Coffee Creek Drainage Improvements; City of Gulfport, Mississippi
Katrina CDBG, Coffee Creek Drainage/Public Facilities, R-109-202-08--KCR
Pickering Firm, Inc. Project No. 24468.01
Moran Hauling, Inc. Construction Contract; City of Gulfport P.O. No. 192330
Final Change Order/Pay Application/Closeout Documents

Kris:

Moran Hauling, Inc. has completed construction and all punch list items (except for the planned seeding this December) for above referenced project. Please find the enclosed documents for your review and approval:

- Three (3) Signed/Executed Pay Application No. 14 (Final)
- One (1) Signed/Executed by Contractor/Engineer Change Order No. 5 (Summary) with following attachments:
 - Change Order No. 5 Cost Breakdown
 - Coffee Creek Drainage Construction Cost Summary

Pickering Firm, Inc. is recommending approval of Change Order No. 5 (Summary) for +\$58,789.12 to the contract. This will increase the contract from \$1,206,852.42 to \$1,265,641.54. Final substantial completion on project is September 10, 2018, which decreases the contract time by Two (2) days from September 12, 2018 (previous change order No. 4) substantial completion. Pickering Firm, Inc. is also recommending approval of Pay Application No. 14 (Final) in the amount of \$92,607.61. Please review and place summary change order and final pay application on the Agenda for next City Council meeting.

We have also provided the following contract closeout documents:

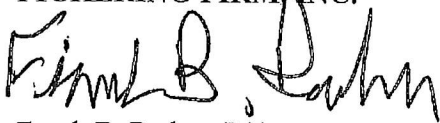
- Evidence of Insurance
- Consent of Surety to final payment (3 Originals)
- Contractor's Affidavit of Release of Liens
- Contractor's Affidavit of Payment of all Debts and Claims
- Contractor Memo for Project Seeding in December 2018
- As-built Drawings (Half Size set)
- Disk with copies of attached documents and other project information

Kris Riemann, P.E.
October 22, 2018
Page 2 of 2

We appreciate the opportunity to have served the City of Gulfport on this drainage project. Should you have any questions concerning our recommendations, please do not hesitate to contact me.

Sincerely,

PICKERING FIRM, INC.

A handwritten signature in black ink, appearing to read "Frank B. Parker".

Frank B. Parker, P.E.

Enclosures (15)

cc: Moran Hauling, Inc. (w/enclosures) (emailed)

Change Order No. 5-Summary

Date of Issuance: 9/20/18 Effective Date: Upon Council Approval
 Owner: City of Gulfport Owner's Contract No.: PO# 192330
 Contractor: Moran Hauling, Inc. Contractor's Project No.: _____
 Engineer: Pickering Firm, Inc. Engineer's Project No.: 24468.01
 Project: Coffee Creek Drainage Improvements Contract Name: _____

The Contract is modified as follows upon execution of this Change Order:

Description: Final quantity adjustment to reflect actual quantities used during construction.

Attachments: Change Order No. 5 Cost Breakdown & Construction Cost Summary

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$1,178,987.42</u>	Original Contract Times: Substantial Completion: <u>December 1, 2017</u> Ready for Final Payment: _____
Increase from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : <u>\$27,865.00</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : Substantial Completion: <u>284 days</u> Ready for Final Payment: _____ days
Contract Price prior to this Change Order: <u>\$1,206,852.42</u>	Contract Times prior to this Change Order: Substantial Completion: <u>September 12, 2018</u> Ready for Final Payment: _____ days or dates
Increase of this Change Order: <u>\$58,789.12</u>	Decrease of this Change Order: Substantial Completion: <u>2 days</u> Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: <u>\$1,265,641.54</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>September 10, 2018 (start one full year warranty period on September 24, 2018)</u> Ready for Final Payment: _____

RECOMMENDED:		ACCEPTED:	
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>Principal</u>	Title: _____	Title: <u>Project Admin</u>	Title: _____
Date: <u>10/22/18</u>	Date: _____	Date: <u>10/16/18</u>	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____

GULFPORT, MISSISSIPPI

**COFFEE CREEK
DRAINAGE IMPROVEMENTS
COST BREAKDOWN**

**SUMMARY CHANGE ORDER NO. 5
MORAN HAULING, INC.**

Justification:

1. Final quantity adjustment to reflect actual quantities used during construction

The following new bid item shall be added to the contract

Item No.	Quantity	Unit	Description	Unit Price	Amount of Increase
1505-A	1	LS	Re-Mobilization In CSX Right-of-Way	\$6,196.32	\$6,196.32

The Total Increase For New Bid Item:

\$6,196.32

Increase to Contract Bid Items:

Item No.	Quantity	Unit	Description	Unit Price	Amount of Increase
02050-P	231	CY	Remove Debris (LVM)	\$10.00	\$2,310.00
02226-A	5,589.4	CY	Borrow Material, Type A (LVM)	\$8.50	\$47,509.90
02226-E	1,771	CY	Excess Excavation (LVM)	\$5.50	\$9,740.50
02234-C	1,530	SY	Geotextile Fabric	\$2.50	\$3,825.00
02512-A	10	SY	Hot Bituminous Pavement (MDOT ST, 12.5mm mix)(3' Thick)	\$17.50	\$175.00
02522-B	6	SF	Concrete Driveway	\$72.50	\$435.00
02523-A	10	LF	ADA Handrails for Ramps	\$37.50	\$375.00
02523-B	14	LF	ADA Handrails for Landings	\$127.50	\$1,785.00
02752-A	10	SY	Riprap	\$60.00	\$600.00
02900-J	8,000	SY	Southeast Grass Mix	\$0.30	\$2,400.00
02900-L	300	SY	Celebration Bermuda Sod	\$5.00	\$1,500.00
02900-P	200	SY	Turf Reinforcement Mat	\$13.50	\$2,700.00
03300-A	10	CY	Structural Concrete (Radial Weir)	\$150.00	\$1,500.00
03300-B	1,000	LB	Reinforcing Steel (Radial Weir)	\$1.30	\$1,300.00
02226-A-ALT2	491.6	CY	Borrow Material, Type A (LVM)	\$8.50	\$4,178.60
02512-A-ALT2	7	SY	Hot Bituminous Pavement (MDOT ST, 12.5mm mix)(3' Thick)	\$17.50	\$122.50
02900-J-ALT2	1,406	SY	Southeast Grass Mix	\$0.30	\$421.80

The Total Increase For Contract Bid Items

\$80,878.30

GULFPORT, MISSISSIPPI

COFFEE CREEK

DRAINAGE IMPROVEMENTS

COST BREAKDOWN

SUMMARY CHANGE ORDER NO. 5

MORAN HAULING, INC.

Decrease to Contract Bid Items

Item No.	Quantity	Unit	Description	Unit Price	Amount of Decrease
02221-A	38	CY	Select Bedding Material (PM)	\$13.75	\$522.50
02221-B	6	CY	Select Foundation Material (PM)	\$60.00	\$360.00
02226-D	500	CY	Stripping Excavation (PM)	\$4.50	\$2,250.00
02226-F	2000	CY	Unclassified Excavation (PM)	\$5.50	\$11,000.00
02234-A	102.5	CY	Crushed Limestone for Sub-base for Cuts in the Street ROW (PM)	\$60.00	\$6,150.00
02295-A	125	LF	Silt Fence	\$5.00	\$625.00
02295-B	15.5	EA	Straw Wattles	\$75.00	\$1,162.50
02522-C	1	SF	Detectable/Tactile Warning Surface Tiles (Cast-In-Place)	\$252.00	\$252.00
02900-O	800	SY	Erosion Control Mat	\$2.25	\$1,800.00
02900-U	2	EA	Cross Tie Wheel Stops	\$20.00	\$40.00
06100-B	54	LF	Wooden Barricade	\$9.00	\$486.00
02226-E-ALT2	25	CY	Excess Excavation (LVM)	\$5.50	\$137.50
02226-F-ALT2	80	CY	Unclassified Excavation (PM)	\$5.50	\$440.00
02234-A-ALT2	28.5	CY	Crushed Limestone for Sub-base for Cuts in the Street ROW (PM)	\$60.00	\$1,710.00
02900-M-ALT2	180	BALE	Pine Straw Mulch	\$7.50	\$1,350.00
The Total Decrease For Contract Bid Items:					\$28,285.50

The Total Increase To The Contract Amount Is:

\$58,789.12

Coffee Creek Drainage Improvements
City of Gulfport, MS
Construction Cost Summary

Item No.	Description	Original Bid Qty	Unit	Unit Cost	Original Bid Extension	CO1 Qty	CO1 Extension	CO2 - CO4 Qty	CO2 - CO4 Extension	CO5 Qty (Summary)	CO5 Extension (Summary)	Total Qty with Cos	Total Extension with Cos
01505-A	Mobilization	1	LS	\$170,000.00	\$170,000.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$170,000.00
02050-C	Removal Curb and Gutter	40	LF	7.50	\$300.00	0	\$0.00	0	\$0.00	0	\$0.00	40	\$300.00
02050-E	Removal of Sidewalk	16	SY	20.00	\$320.00	0	\$0.00	0	\$0.00	0	\$0.00	16	\$320.00
02050-L	Remove and Replace Fence (All Types)	50	LF	25.00	\$1,250.00	0	\$0.00	0	\$0.00	0	\$0.00	50	\$1,250.00
02050-M	Removal of Fence (All Types)	580	LF	7.50	\$4,350.00	0	\$0.00	0	\$0.00	0	\$0.00	580	\$4,350.00
02050-N	Removal of Limestone	1,450	SY	0.95	\$1,377.50	0	\$0.00	0	\$0.00	0	\$0.00	1,450	\$1,377.50
02050-O	Removal of Plastic Drainage Pipes (36" and smaller)	40	LF	20.00	\$800.00	0	\$0.00	0	\$0.00	0	\$0.00	40	\$800.00
02050-P	Remove Debris (LYM)	100	CY	10.00	\$1,000.00	0	\$0.00	0	\$0.00	231	\$2,310.00	331	\$3,310.00
02111-A	Clearing and Grubbing (PM)	4.28	AC	4,250.00	\$18,190.00	0	\$0.00	0	\$0.00	0	\$0.00	4.28	\$18,190.00
02221-A	Select Bedding Material (PM)	38	CY	13.75	\$522.50	0	\$0.00	0	\$0.00	(38)	(\$522.50)	0	\$0.00
02221-B	Select Foundation Material (PM)	6	CY	60.00	\$360.00	0	\$0.00	0	\$0.00	(6)	(\$360.00)	0	\$0.00
02226-A	Borrow Material, Type A (LYM)	1,000	CY	8.50	\$8,500.00	0	\$0.00	0	\$0.00	5589.4	\$47,509.90	6,589.4	\$56,009.90
02226-D	Striping Excavation (PM)	2,900	CY	4.50	\$13,050.00	0	\$0.00	0	\$0.00	(500)	(\$2,250.00)	2,400	\$10,800.00
02226-E	Excess Excavation (LYM)	1,000	CY	5.50	\$5,500.00	0	\$0.00	0	\$0.00	1771	\$9,740.50	2,771	\$15,240.50
02226-F	Unclassified Excavation (PM)	5,500	CY	5.50	\$30,250.00	0	\$0.00	0	\$0.00	(2000)	(\$11,000.00)	3,500	\$19,250.00
02234-A	Crushed Limestone for Sub-base for Cuts in the Street ROW (PM)	635.0	CY	60.00	\$38,100.00	0	\$0.00	0	\$0.00	(103)	(\$6,150.00)	532.5	\$31,950.00
02234-C	Geotextile Fabric	2,105	SY	2.50	\$5,262.50	0	\$0.00	0	\$0.00	1530	\$3,825.00	3,635	\$9,087.50
02295-A	Silt Fence	375	LF	5.00	\$1,875.00	0	\$0.00	0	\$0.00	(125)	(\$625.00)	250	\$1,250.00
02295-B	Straw Wattles	18	EA	75.00	\$1,350.00	0	\$0.00	0	\$0.00	(16)	(\$1,162.50)	2.5	\$187.50
02512-A	Hot Bituminous Pavement (NIDOT ST. 12.5mm mix)(3" Thick)	2,105	SY	17.50	\$36,837.50	0	\$0.00	0	\$0.00	10	\$175.00	2,115	\$37,012.50
02532-A	Concrete Sidewalk	360	SY	53.75	\$19,350.00	0	\$0.00	0	\$0.00	6	\$435.00	366	\$19,785.00
02532-B	Concrete Driveway	135	SY	72.50	\$9,787.50	0	\$0.00	0	\$0.00	0	\$0.00	141	\$10,222.50
02532-C	Detectable/Tactile Warning Surface Tiles (Cast-In-Place)	25	SF	252.00	\$6,300.00	0	\$0.00	0	\$0.00	(11)	(\$275.00)	24	\$6,048.00
02533-A	ADA Handrails for Ramps	140	LF	37.50	\$5,250.00	0	\$0.00	0	\$0.00	10	\$375.00	150	\$5,625.00
02533-B	ADA Handrails for Landings	40	LF	127.50	\$5,100.00	0	\$0.00	0	\$0.00	14	\$1,785.00	54	\$6,885.00
02580-A	Painted Traffic Markings	1	LS	10,000.00	\$10,000.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$10,000.00
02585-A	Reinforced Traffic Signs	2	EA	2,000.00	\$4,000.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$4,000.00
02590-B	Pre-Manufactured Metal Truss Bridge (South)	1	LS	55,000.00	\$55,000.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$55,000.00
02722-A	30" RCP Pipe (Class V)	32	LF	118.00	\$3,776.00	0	\$0.00	0	\$0.00	0	\$0.00	32	\$3,776.00
02723-D	30" HDPE Pipe	74	LF	75.00	\$5,550.00	0	\$0.00	0	\$0.00	0	\$0.00	74	\$5,550.00
02723-E	60" HDPE Pipe	124	LF	180.00	\$22,320.00	0	\$0.00	0	\$0.00	0	\$0.00	124	\$22,320.00
02752-A	Riprap	50	SY	60.00	\$3,000.00	0	\$0.00	0	\$0.00	10	\$600.00	60	\$3,600.00
02900-A	Live Oak	15	EA	312.50	\$4,687.50	0	\$0.00	0	\$0.00	0	\$0.00	15	\$4,687.50
02900-B	Bald Cypress	14	EA	312.50	\$4,375.00	0	\$0.00	0	\$0.00	0	\$0.00	14	\$4,375.00
02900-D	Slash Pine Saplings	306	EA	10.00	\$3,060.00	0	\$0.00	0	\$0.00	0	\$0.00	306	\$3,060.00
02900-E	Dwarf Palmetto	115	EA	18.50	\$2,127.50	0	\$0.00	0	\$0.00	0	\$0.00	115	\$2,127.50
02900-F	Stand Cordgrass	193	EA	9.50	\$1,833.50	0	\$0.00	0	\$0.00	0	\$0.00	193	\$1,833.50
02900-I	Tall Grass Mix	26,728	SF	0.30	\$8,018.40	0	\$0.00	0	\$0.00	0	\$0.00	26,728	\$8,018.40
02900-J	Southern Grass Mix	48,560	SF	0.30	\$14,568.00	0	\$0.00	0	\$0.00	8000	\$24,000.00	56,560	\$16,968.00
02900-K	Wildflower Mix	24,568	SF	0.30	\$7,370.40	0	\$0.00	0	\$0.00	0	\$0.00	24,568	\$7,370.40
02900-L	Celebration Bermuda Sod	2,177	SY	5.00	\$10,885.00	0	\$0.00	0	\$0.00	300	\$1,500.00	2,477	\$12,385.00
02900-M	Pine Straw Mulch	1,882	BALE	7.50	\$14,115.00	0	\$0.00	0	\$0.00	0	\$0.00	1,882	\$14,115.00
02900-N	Wafering	1	LS	8,500.00	\$8,500.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$8,500.00
02900-O	Erosion Control Mat	1,540	SY	2.25	\$3,465.00	0	\$0.00	0	\$0.00	(800)	(\$1,800.00)	740	\$1,665.00
02900-P	Turf Reinforcement Mat	1,605	SY	13.50	\$21,667.50	0	\$0.00	0	\$0.00	200	\$2,700.00	1,805	\$23,367.50
	PAGE TOTAL				\$593,241.30	0	\$0.00	0	\$0.00		\$49,223.40		\$642,474.70

Coffee Creek Drainage Improvements
City of Gulfport, MS
Construction Cost Summary

Item No.	Description	Original Bid Qty	Unit	Unit Cost	Original Bid Extension	CO1 Qty	CO1 Extension	CO2 - CO4 Qty	CO2 - CO4 Extension	CO5 Qty (Summary)	CO5 Extension (Summary)	Total Qty with Cos	Total Extension with Cos
02900-Q	6' Bench	5	EA	\$900.00	\$4,500.00	0	\$0.00	0	\$0.00	0	\$0.00	5	\$4,500.00
02900-R	Trash Receptacle	5	EA	750.00	\$3,750.00	0	\$0.00	0	\$0.00	0	\$0.00	5	\$3,750.00
02900-S	Removable Bollard	6	EA	1,850.00	\$11,100.00	0	\$0.00	0	\$0.00	0	\$0.00	6	\$11,100.00
02900-U	Cross Tie Wheel Stops	33	EA	20.00	\$660.00	0	\$0.00	0	\$0.00	(2)	(\$60.00)	31	\$652.00
03300-A	Structural Concrete (Radial Weir)	35	CY	150.00	\$5,250.00	0	\$0.00	0	\$0.00	10	\$1,500.00	45	\$6,750.00
03300-B	Reinforcing Steel (Radial Weir)	3,800	LB	1.30	\$4,940.00	0	\$0.00	0	\$0.00	1000	\$1,300.00	4,800	\$6,240.00
05120-A	Protective Canopy Under Railroad	1	LS	41,550.00	\$41,550.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$41,550.00
06100-A	Rebuild Existing Crossing (Wood Construction)	1	LS	20,000.00	\$20,000.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$20,000.00
06100-B	Wooden Barricade	150	LF	9.00	\$1,350.00	0	\$0.00	0	\$0.00	-54	(\$486.00)	96	\$864.00
06200-A	16' X 16' Pavilion	1	LS	33,750.00	\$33,750.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$33,750.00
16445-A	Power Riser and Panel	1	LS	6,500.00	\$6,500.00	0	\$0.00	0	\$0.00	0	\$0.00	1	\$6,500.00
16500-A	Light Poles	21	EA	8,990.00	\$186,990.00	0	\$0.00	0	\$0.00	0	\$0.00	21	\$186,990.00
16500-B	Wiring for Pole Circuits	3,000	LF	5.60	\$16,800.00	0	\$0.00	0	\$0.00	0	\$0.00	3,000	\$16,800.00
16500-C	Pavilion Lighting and Wiring	1	LS	5,462.10	\$5,462.10	0	\$0.00	0	\$0.00	0	\$0.00	1	\$5,462.10
16750-A	Emergency Call Station with Wiring	3	EA	11,868.81	\$35,606.43	0	\$0.00	0	\$0.00	0	\$0.00	3	\$35,606.43
31411-A	Sheet Pile Wall (AZ-13)	870	SF	155.00	\$134,850.00	0	\$0.00	0	\$0.00	0	\$0.00	870	\$134,850.00
02390-A-AL11	Pre-Manufactured Metal Truss Bridge (North)	1	LS	43,952.14	\$43,952.14	0	\$0.00	0	\$0.00	0	\$0.00	1	\$43,952.14
02111-A-AL12	Clearing and Grubbing (PM)	0.32	AC	4,050.00	\$1,296.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$1,296.00
02226-A-AL12	Borrow Material, Type A (LYM)	105.0	CY	8.50	\$892.50	0	\$0.00	0	\$0.00	491.6	\$4,178.60	596.6	\$5,071.10
02226-D-AL12	Stripping Excavation (PM)	130	CY	5.50	\$715.00	0	\$0.00	0	\$0.00	0	\$0.00	130	\$715.00
02226-E-AL12	Excess Excavation (LYM)	25	CY	5.50	\$137.50	0	\$0.00	0	\$0.00	(25)	(\$137.50)	0	\$0.00
02226-F-AL12	Unclassified Excavation (PM)	80	CY	5.50	\$440.00	0	\$0.00	0	\$0.00	(80)	(\$440.00)	0	\$0.00
02234-A-AL12	Crushed Limestone for Sub-base for Cuts in the Street ROW (PM)	120.0	CY	60.00	\$7,200.00	0	\$0.00	0	\$0.00	(29)	(\$1,710.00)	91.5	\$5,490.00
02234-C-AL12	Geotextile Fabric	720	SY	2.50	\$1,800.00	0	\$0.00	0	\$0.00	0	\$0.00	720	\$1,800.00
02900-A-AL12	Hot Bituminous Pavement (MDOT ST. 12.5mm mix)3' Thick)	720	SY	173.50	\$124,600.00	0	\$0.00	0	\$0.00	7	\$1,222.50	727	\$12,722.50
02900-J-AL12	Southern Grass Mix	7,194	SF	0.30	\$2,158.20	0	\$0.00	0	\$0.00	1406	\$421.80	8,600	\$2,580.00
02900-K-AL12	Pine Straw Mulch	180	BALE	7.50	\$1,350.00	0	\$0.00	0	\$0.00	(180)	(\$1,350.00)	0	\$0.00
02900-O-AL12	Erosion Control Mat	105	SY	2.25	\$236.25	0	\$0.00	0	\$0.00	0	\$0.00	105	\$236.25
2050-H-CO #1	Removal of Sewer Manholes	0	EA	455.00	\$0.00	3	\$1,365.00	0	\$0.00	0	\$0.00	3	\$1,365.00
2050-I-CO #1	Remove Existing Sewer Pipe 12" and smaller	0	LF	110.00	\$0.00	250	\$2,200.00	0	\$0.00	0	\$0.00	250	\$2,200.00
2730-A-CO #1	12" PVC (SDR-26) Sewer Pipe (All Depths)	0	LF	36.00	\$0.00	250	\$9,000.00	0	\$0.00	0	\$0.00	250	\$9,000.00
2731-A-CO #1	48" Sewer Manholes (Precast) (All Depths)	0	EA	5,000.00	\$0.00	3	\$15,000.00	0	\$0.00	0	\$0.00	3	\$15,000.00
1505-A-CO #3	Re-Mobilization in CSX Right-of-Way	0	LS	6,196.32	\$0.00	0	\$0.00	0	\$0.00	1	\$6,196.32	1	\$6,196.32
PAGE TOTAL					\$585,746.12		\$27,865.00		\$0.00		\$9,555.72		\$623,166.84
GRAND TOTALS					\$1,178,987.42		\$27,865.00		\$0.00		\$58,789.12		\$1,265,641.54

Moran Hauling, Inc.

10380 Three Rivers Road Gulfport, MS 39503 Office: (228) 206-1850

October 15, 2018

Project: Katrina CDBG, Coffee Creek Drainage/Public Facilities, R-109-202-08-KCR

Gus Wesson
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

Mr. Wesson:

Moran Hauling is committing to seed the main trail at Coffee Creek one time at no addition cost at the City's request sometime around mid-December. The area of approximately one acre will be seeded with manufactures recommended mixture ratio.

Respectfully submitted



Donald W. Moran III
Vice President
Moran Hauling, Inc.
10380 Three Rivers Road
Gulfport, MS 39503
(228) 206-1850

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Wayne Miller, P.E., Public Works

Linda Elias, Finance

From: Kris Riemann, P.E.

RKR

Date: 12/5/18

Re: Change Order Number 1

- Brickyard Bayou Phase 2B Drainage Improvements

- W.C Fore Trucking, Inc..

Attached for your consideration is the referenced change order number 1, in the additive amount of \$123,199.90 and additive amount of 10 calendar days of time. This change is necessary to add the following items 24" Flared End Sections, 30" Flared End Sections, 54" Flared End Sections, RipRap, Chain Link Fence, and a 9' x 9' Precast Box Culvert and Headwalls. Note that the addition of the box culvert was due to it being left off of the plans by the design engineer.

The project includes clearing and snagging of a portion of the bayou west of 13th Avenue to Highway 49, creating a limestone maintenance road for future upkeep, and installing various sizes of pipe.

The project construction is funded 100% by the Community Development Block Grant Funding. I recommend approval of this change order. It shall be subject to the eligibility review and approval of the Mississippi Development Authority. Brown, Mitchell, and Alexander, Inc. has completed the Engineering design and the City Engineering Department will oversee the inspection.

Please place this item on the December 18, 2018 Council Agenda.

Attachments:

1. Robert K. Riemann, P.E. Letter Dated 9/24/18
2. MDA Change Order Request Form Dated 11/13/18
3. Change Order No. 1



DEPARTMENT OF
ENGINEERING

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

September 24, 2018

Karen McCarty
Community Development Coordinator
1410 24th Avenue
Gulfport, MS 39501

RE: Brickyard Bayou Restoration Phase 2B – Change Order No. 1

Karen,

During the clearing phase of the subject project, the contractor, W.C. Fore Trucking, Inc., discovered multiple drainage crossings that were not shown on the original construction drawings. These crossings will require drainage conduit to be installed in order to complete the construction of the maintenance road. Additionally, there are two locations where fencing and guardrail has to be removed and replaced to complete the project.

We have negotiated with W.C. Fore Trucking, Inc. to determine the line items not already included in the contract; costs appear to be reasonable when compared to recent bid items received on projects with similar construction requirements. One new item, a 9'X9' box culvert, is proposed as part of Change Order No. 1 (see enclosures). Additionally, a 10 day increase in contract time is warranted to allow for construction of these items.

Attached, please find a copy of the change order document along with a breakdown of the costs associated with the additional line item. As shown on the attached documents, the cost associated with the change order is \$123,199.90. Based on the above information, I recommend that you send this change order to the Mississippi Development Authority (MDA) to get their approval. Once MDA approves this change order, I will present it to the City Council for approval.

Should you have any questions or require additional information, please contact our office at (228) 868-5740.

Thank you,

Robert K. Riemann, P.E.
Director of Engineering

cc: Engineering File Clerk

Exhibit 6 Change Order Request Form - MDA Katrina Supplemental Disaster CDBG

Change Order Request Form

Applicant Name:	City of Gulfport
Project Description:	Brickyard Bayou Drainage, Phase II-2B
Contract Number:	R-109-202-07-KCR
Change Order Request Number	Grant Modification #4

Please include the following information:

REQUIRED INFORMATION	EXPLANATION
Description of the change	An increase of drainage conduit and the addition of a 9'X9' box culvert.
A justification of the need for the change	There are multiple drainage crossings that will need to be piped to complete the construction of the maintenance road.
A justification of the need for time extension	Ten (10) additional calendar days are warranted to complete this work.
Revised plans, specifications, and contract documents as needed	N/A. These changes fall within the original project specifications.
Engineering computations and sketches, if necessary to justify the change	N/A
Contractor certification in writing that the cost of the change order has been analyzed and found to be reasonable	Please see the attached cost estimate from the contractor; Review of bid tabulations of similar scoped projects confirm this is a reasonable cost (See attached Cost of New Line Item Comparison)

Signatures:

	Signature:	Date:
Contractor – W. C. Fore Trucking, Inc.	<i>W C Fore</i>	<i>11-12-18</i>
Responsible Entity – City of Gulfport Director of Engineering	<i>Robert K. Ruma</i>	<i>11-13-18</i>
DRD Staff		
DRD Bureau Manager		

W.C. Fore Trucking, Inc.
P.O. Box 3058
Gulfport, MS 39505

8/31/2018

Brickyard Bayou Phase 2B
Option 2 9x9 Box Culvert 32 LF
2 precast headwalls (9x9)

Item	Unit	Rate	Extension
Material	1 ls	\$ 44,000.00	44,000.00
labor and equipment to install	1 ls	\$ 20,200.00	20,200.00
		-	-
		Subtotal	64,200.00
Contractor Markup		15%	<u>9,630.00</u>
			73,830.00
Construction Bond		1.00%	<u>738.30</u>
			74,568.30
Mississippi Sales Tax		3.50%	<u>2,708.84</u>
Total Change Request			\$ 77,277.14

Sincerely,



Teresa Ehrlich
Project Coordinator



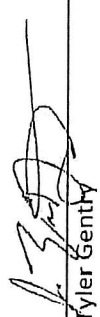
DEPARTMENT OF
ENGINEERING

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

BRICKYARD BAYOU RESTORATION PHASE 2B
CHANGE ORDER NO. 1
COST OF NEW LINE ITEM COMPARISON
SEPTEMBER 24, 2018

ITEM DESCRIPTION	PROJECT	TOTAL	QUANTITY	UNIT	UNIT PRICE	(W.C. FORE CURRENT PRICE)
9' X 9' BOX CULVERT AND HEADWALLS	BRICKYARD BAYOU RESTORATION PHASE 2B	\$ 77,277.14	32	LF	\$ 2,414.91	
6' X 10' BOX CULVERT AND HEADWALLS	FAYARD SUBDIVISION	\$ 75,201.20	40	LF	\$ 1,880.03	
9' X 9' BOX CULVERT AND HEADWALLS	2017 CITY OF GULFPORT REPAIR AND REPLACEMENT CONTRACT	\$ 84,500.00	32	LF	\$ 2,640.63	
DOUBLE 15' X 8' BOX CULVERT AND HEADWALLS	KEESLER GATE PROJECT - DIVISION STREET IMPROVEMENT	\$ 796,369.50	150	LF	\$ 5,309.13	FOR ONE CULVERT \$ 2,654.57

The above prices were received from multiple projects that have let in the last year. It appears that W.C. Fore Trucking, Inc. has submitted a reasonable price, therefore I recommend this price to be included in Change Order No. 1.


J. Tyler Gentry
Project Engineer

CHANGE ORDER

NO: 1

PROJECT: BRICKYARD BAYOU RESTORATION PHASE 2B DATE OF ISSUANCE: 9/24/2018

OWNER: CITY OF GULFPORT
P.O. BOX 1780
GULFPORT, MS 39502

OWNER'S PROJECT # PO 200177

CONTRACTOR: W.C. FORE TRUCKING, INC.
P.O. BOX 3058
GULFPORT, MS 39505

ENGINEER: CITY OF GULFPORT
ENGINEERING DEPARTMENT

CONTRACT FOR ENTIRE PROJECT ENGINEER'S PROJECT # PO 200177

You are directed to make the following changes in the Contract Documents:

This change order has been prepared to reflect actual items and quantities used during construction of the project.

TOTAL CHANGE IN CONTRACT PRICE

\$123,199.90

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$649,958.94	Original Contract Time (DAYS) 105
Previous Change Orders \$0.00	Net Change from Previous Change Orders (DAYS) 0
Contract Price Prior to This Change Order \$649,958.94	Contract Time Prior to This Change Order (DAYS) 105
Net Increase/(Decrease) of This Change Order \$123,199.90	Net Increase/Decrease of This Change Order (DAYS) 10
Contract Price with All Approved Change Orders \$773,158.84	Contract Time with All Approved Change Orders (DAYS) 115

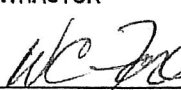
RECOMMENDED:
CITY OF GULFPORT

APPROVED:
OWNER

APPROVED:
CONTRACTOR

BY: 
ROBERT K. RIEMANN, P.E.

BY: _____
CITY OF GULFPORT

BY: 
W.C. FORE TRUCKING, INC.

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
ADD THE FOLLOWING QUANTITIES TO THE CONTRACT:					
02050-E	REMOVAL OF FENCING (ALL TYPES &	165	LF	\$3.15	\$488.25
02050-F	REMOVAL OF GUARDRAIL	50	LF	\$10.50	\$525.00
02221-B	SELECT FOUNDATION MATERIAL	50	CY	\$8.39	\$419.50
02228-A	CLEAN SAND BORROW	50	CY (LVM)	\$7.85	\$392.50
02228-C	MUCK EXCAVATION	100	CY (LVM)	\$8.90	\$890.00
02234-A	BASE COURSE, 6" THICK	175	SY	\$6.80	\$1,190.00
02708-A	GUARDRAIL WITH WOOD POSTS	50	LF	\$36.66	\$1,833.00
02721-A	CAST-IN-PLACE CONCRETE MINOR	2	CY	\$366.60	\$733.20
02722-B	24" RCP	64	LF	\$54.44	\$3,484.16
02722-C	30" RCP	96	LF	\$78.50	\$7,536.00
02722-E	54" RCP	32	LF	\$205.19	\$6,566.08

CHANGE ORDER

NO: 1

PROJECT:	BRICKYARD BAYOU RESTORATION PHASE 2B	DATE OF ISSUANCE:	9/24/2018
OWNER:	CITY OF GULFPORT P.O. BOX 1780 GULFPORT, MS 39502	OWNER'S PROJECT #	PO 200177
CONTRACTOR:	W.C. FORE TRUCKING, INC. P.O. BOX 3058 GULFPORT, MS 39505	ENGINEER:	CITY OF GULFPORT ENGINEERING DEPARTMENT
CONTRACT FOR ENTIRE PROJECT		ENGINEER'S PROJECT #	PO 200177

You are directed to make the following changes in the Contract Documents:

02722-I	24" FES	4	EA	\$1,198.50	\$4,794.00
02722-J	30" FES	6	EA	\$1,222.56	\$7,335.36
02722-L	54" FES	2	EA	\$2,387.00	\$4,774.00
02752-A	RIPRAP (200 LB)	33	SY	\$62.05	\$2,047.65
02831-A	CHAIN LINK FENCE	155	LF	\$18.84	\$2,920.20
02722-X	8' X 8' PRECAST BOX CULVERT AND HEADWALLS	1	LS	\$77,271.00	\$77,271.00
Subtotal - Additive Quantities					\$123,199.90
NET INCREASE					\$123,199.90
TOTAL CHANGE IN CONTRACT					\$123,199.90

W.C. Fore Trucking, Inc.
P.O. Box 3058
Gulfport, MS 39505

8/31/2018

Brickyard Bayou Phase 2B
Option 2 9x9 Box Culvert 32 LF
2 precast headwalls (9x9)

Item	Unit	Rate	Extension
Material	1 ls	\$ 44,000.00	44,000.00
labor and equipment to install	1 ls	\$ 20,200.00	20,200.00
		-	-
		Subtotal	64,200.00
Contractor Markup		15%	9,630.00
			<u>73,830.00</u>
Construction Bond		1.00%	738.30
			<u>74,568.30</u>
Mississippi Sales Tax		3.50%	<u>2,708.84</u>
Total Change Request			\$ 77,277.14

Sincerely,



Teresa Ehrlich
Project Coordinator



DEPARTMENT OF
ENGINEERING

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

BRICKYARD BAYOU RESTORATION PHASE 2B

CHANGE ORDER NO. 1

COST OF NEW LINE ITEM COMPARISON

SEPTEMBER 24, 2018

ITEM DESCRIPTION	PROJECT	TOTAL	QUANTITY	UNIT	UNIT PRICE	(W.C. FORE CURRENT PRICE)
9' X 9' BOX CULVERT AND HEADWALLS	BRICKYARD BAYOU RESTORATION PHASE 2B	\$ 77,277.14	32	LF	\$ 2,414.91	
6' X 10' BOX CULVERT AND HEADWALLS	FAYARD SUBDIVISION	\$ 75,201.20	40	LF	\$ 1,880.03	
9' X 9' BOX CULVERT AND HEADWALLS	2017 CITY OF GULFPORT REPAIR AND REPLACEMENT CONTRACT	\$ 84,500.00	32	LF	\$ 2,640.63	
DOUBLE 15' X 8' BOX CULVERT AND HEADWALLS	KEESLER GATE PROJECT - DIVISION STREET IMPROVEMENT	\$ 796,369.50	150	LF	\$ 5,309.13	FOR ONE CULVERT \$ 2,654.57

The above prices were received from multiple projects that have let in the last year. It appears that W.C. Fore Trucking, Inc. has submitted a reasonable price, therefore I recommend this price to be included in Change Order No. 1.


J. Tyler Gentry
Project Engineer

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 PAGES 3

TO: **City of Gulfport**
PROJECT: Coffee Creek Drainage Improvements

APPLICATION NO: FINAL 14

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐ ENGINEER

PERIOD TO: 10/17/2018

FROM CONTRACTOR: **Moran Hauling Inc.**
17078 Magnolia Cove Dr.
Pass Christian, MS 39571
CONTRACT FOR: Coffee Creek Drainage Improvements

PROJECT NOS: Katrina CDBG, Coffee Creek Drainage/Public Facilities, R-109-202-08-KCI
City of Gulfport Purchase Order No. 192330 for Moran Hauling, Inc.
CONTRACT DATE: 11/23/2016

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 1,178,987.42
2. Net change by Change Orders \$ 86,654.12
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,265,641.54
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,265,641.54
5. RETAINAGE:
 - a. 0 % of Completed Work (Column D + E on G703) \$ 0.00
 - b. 0 % of Stored Material (Column F on G703) \$ -
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 1,265,641.54
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,173,033.93
8. CURRENT PAYMENT DUE \$ 92,607.61
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$27,865.00	\$0.00
Summary Change Order No. 5	\$87,299.62	\$28,510.50
TOTALS	\$115,164.62	\$28,510.50
NET CHANGES by Change Order	\$86,654.12	

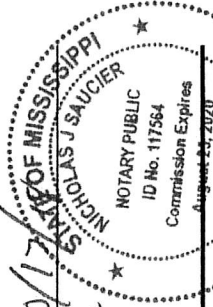
AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA® © 1992

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Breakdown: 358-040100-05850: Frank B. Parker, P.E. \$31,309.50
325-020900-05850: \$27,479.00
542-040100-05850: \$33,818.51

CONTRACTOR: MORAN HAULING, INC.

By: *[Signature]* Date: 10/17/2018
State of: Mississippi County of: Harrison
Subscribed and sworn to before me this day of Oct. 2018
Notary Public: *[Signature]*
My Commission expires: 8/30/2020



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 92,607.61

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER: PICKERING FIRM, INC.

By: *[Signature]* Date: 10-22-2018

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

APPROVED

By Pamela Broussard at 4:50 pm, Dec 10, 2018



CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3 PAGES

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: FINAL 14

APPLICATION DATE: 10/17/2018

PERIOD TO: 10/17/2018

ENGINEER'S PROJECT NO: 24468.01

A BID ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D Total work in units Completed This Pay App	E Completed Previous Pay App	F MATERIALS STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (G - G)	I RETAINAGE (IF VARIABLE RATE)
01505-A	Mobilization	\$170,000.00	1,000	0	\$170,000.00	\$170,000.00	100.00%	\$0.00
02050-C	Removal Curb and Gutter	\$300.00	40	0	\$300.00	\$300.00	100.00%	\$0.00
02050-E	Removal of Sidewalk	\$320.00	16	0	\$320.00	\$320.00	100.00%	\$0.00
02050-L	Remove and Replace Fence (All Types)	\$1,250.00	50	0	\$1,250.00	\$1,250.00	100.00%	\$0.00
02050-M	Removal of Fence (All Types)	\$4,350.00	580	0	\$4,350.00	\$4,350.00	100.00%	\$0.00
02050-N	Removal of Limestone	\$1,377.50	1,450	0	\$1,377.50	\$1,377.50	100.00%	\$0.00
02050-O	Removal of Plastic Drainage Pipes (36" and smaller)	\$800.00	40	0	\$800.00	\$800.00	100.00%	\$0.00
02050-P	Remove Debris (LVM)	\$3,310.00	331	0	\$3,310.00	\$3,310.00	100.00%	\$0.00
02111-A	Clearing and Grubbing (PM)	\$18,190.00	428	0	\$18,190.00	\$18,190.00	100.00%	\$0.00
02221-A	Select Bedding Material (PM)	\$0.00	0	0	\$0.00	\$0.00	100.00%	\$0.00
02221-B	Select Foundation Material (PM)	\$0.00	0	0	\$0.00	\$0.00	100.00%	\$0.00
02226-A	Borrow Material, Type A (LVM)	\$56,009.90	6217.4	372	\$52,847.90	\$3,162.00	100.00%	\$0.00
02226-D	Stripping Excavation (PM)	\$10,800.00	2,400	0	\$10,800.00	\$10,800.00	100.00%	\$0.00
02226-E	Excavation (LVM)	\$15,240.50	2684	87	\$14,762.00	\$478.50	100.00%	\$0.00
02226-F	Unclassified Excavation (PM)	\$19,250.00	3,500	0	\$19,250.00	\$19,250.00	100.00%	\$0.00
02234-A	Crushed Limestone for Sub-base for Cuts in the Street ROW (PM)	\$31,950.00	332.5	0	\$31,950.00	\$31,950.00	100.00%	\$0.00
02234-C	Geotextile Fabric	\$9,087.50	3635	0	\$9,087.50	\$9,087.50	100.00%	\$0.00
02295-A	Silt Fence	\$1,250.00	250	0	\$1,250.00	\$1,250.00	100.00%	\$0.00
02295-B	Straw Wattle	\$187.50	2.5	0	\$187.50	\$187.50	100.00%	\$0.00
02312-A	Hot Bituminous Pavement (MDOT ST, 12.5mm mbs)(3" Thick)	\$37,012.50	2115	0	\$37,012.50	\$37,012.50	100.00%	\$0.00
02322-A	Concrete Sidewalk	\$19,350.00	360	0	\$19,350.00	\$19,350.00	100.00%	\$0.00
02322-B	Concrete Driveway	\$10,272.50	141	0	\$10,272.50	\$10,272.50	100.00%	\$0.00
02322-C	Detectable/Tactile Warning Surface Tiles (Cast-In-Place)	\$5,048.00	8	16	\$2,016.00	\$4,032.00	100.00%	\$0.00
02323-A	ADA Handrails for Ramps	\$5,625.00	140	10	\$5,250.00	\$375.00	100.00%	\$0.00
02323-B	ADA Handrails for Landings	\$6,885.00	40	14	\$5,100.00	\$1,785.00	100.00%	\$0.00
02380-A	Painted Traffic Markings	\$10,000.00	1	0	\$10,000.00	\$10,000.00	100.00%	\$0.00
02385-A	ReflectORIZED Traffic Signs	\$4,000.00	2	0	\$4,000.00	\$4,000.00	100.00%	\$0.00
02500-B	Pre-Manufactured Metal Truss Bridge (South)	\$55,000.00	0.42	0.58	\$25,100.00	\$31,900.00	100.00%	\$0.00
02722-A	30" RCP Pipe (Class V)	\$3,776.00	0	32	\$0.00	\$3,776.00	100.00%	\$0.00
02723-D	50" HDPE Pipe	\$5,550.00	74	0	\$5,550.00	\$5,550.00	100.00%	\$0.00
02723-E	60" HDPE Pipe	\$22,320.00	124	0	\$22,320.00	\$22,320.00	100.00%	\$0.00
02752-A	Riprap	\$3,600.00	40	20	\$2,400.00	\$1,200.00	100.00%	\$0.00
02900-A	Live Oak	\$4,687.50	15	0	\$4,687.50	\$4,687.50	100.00%	\$0.00
02900-B	Bald Cypress	\$4,375.00	14	0	\$4,375.00	\$4,375.00	100.00%	\$0.00
02900-D	Slash Pine Saplings	\$2,127.50	306	0	\$2,127.50	\$2,127.50	100.00%	\$0.00
02900-E	Dwarf Palmetto	\$3,060.00	115	0	\$3,060.00	\$3,060.00	100.00%	\$0.00
02900-F	Sand Cordgrass	\$1,833.50	193	0	\$1,833.50	\$1,833.50	100.00%	\$0.00
02900-I	Tall Grass Mix	\$8,018.40	26728	0	\$8,018.40	\$8,018.40	100.00%	\$0.00
02900-J	Southeast Grass Mix	\$16,908.00	48360	8000	\$14,508.00	\$2,400.00	100.00%	\$0.00
02900-K	Wildflower Mix	\$7,370.40	24568	0	\$7,370.40	\$7,370.40	100.00%	\$0.00
02900-L	Celebration Bermuda Sod	\$12,385.00	2177	300	\$12,085.00	\$1,300.00	100.00%	\$0.00
02900-M	Pine Straw Mulch	\$14,115.00	1882	0	\$14,115.00	\$14,115.00	100.00%	\$0.00
02900-N	Wireing	\$8,500.00	1	0	\$8,500.00	\$8,500.00	100.00%	\$0.00
02900-O	Erosion Control Mat	\$1,665.00	640	100	\$1,665.00	\$225.00	100.00%	\$0.00
02900-P	Turf Reinforcement Mat	\$24,367.50	1605	200	\$21,667.50	\$2,700.00	100.00%	\$0.00
		\$642,474.70			\$588,941.20	\$55,533.50		\$0.00
								\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: FINAL 14
APPLICATION DATE: 10/17/2018
PERIOD TO: 10/17/2018
ENGINEER'S PROJECT NO: 24468.01

A BID ITEM NO.	B DESCRIPTION OF WORK	Units	Units of Measure	Unit Price	C SCHEDULED VALUE	D Total work in units		E WORK COMPLETED Completed Previous Pay App	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
						Completed This Pay App	Completed Previous Pay App					
02900-Q	6' Bench	5	EA	900.00	\$4,500.00	5	0	\$4,500.00	\$0.00	\$4,500.00	100.00%	\$0.00
02900-R	Trash Receptacle	5	EA	750.00	\$3,750.00	5	0	\$3,750.00	\$0.00	\$3,750.00	100.00%	\$0.00
02900-S	Removable Bollard	6	EA	1,850.00	\$11,100.00	6	0	\$11,100.00	\$0.00	\$11,100.00	100.00%	\$0.00
02900-U	Cross Tie Wheel Stops	31	EA	20.00	\$620.00	31	0	\$620.00	\$0.00	\$620.00	100.00%	\$0.00
03300-A	Structural Concrete (Radial Weir)	45	CY	150.00	\$6,750.00	35	10	\$5,250.00	\$1,500.00	\$6,750.00	100.00%	\$0.00
03300-B	Reinforcing Steel (Radial Weir)	4,800	LB	1.30	\$6,240.00	3800	1000	\$4,940.00	\$1,300.00	\$6,240.00	100.00%	\$0.00
05120-A	Protective Canopy Under Railroad	1	LS	41,550.00	\$41,550.00	1	0	\$41,550.00	\$0.00	\$41,550.00	100.00%	\$0.00
06100-A	Rebuild Existing Crossing (Wood Construction)	1	LS	20,000.00	\$20,000.00	1	0	\$20,000.00	\$0.00	\$20,000.00	100.00%	\$0.00
06100-B	Wooden Barricade	96	LF	9.00	\$864.00	96	0	\$864.00	\$0.00	\$864.00	100.00%	\$0.00
06200-A	16' X 16' Pavilion	1	LS	33,750.00	\$33,750.00	1	0	\$33,750.00	\$0.00	\$33,750.00	100.00%	\$0.00
16445-A	Power Riser and Panel	1	LS	6,500.00	\$6,500.00	1	0	\$6,500.00	\$0.00	\$6,500.00	100.00%	\$0.00
16500-A	Light Poles	21	EA	8,900.00	\$186,900.00	21	0	\$186,900.00	\$0.00	\$186,900.00	100.00%	\$0.00
16500-B	Wiring for Pole Circuits	3,000	LF	5.60	\$16,800.00	3000	0	\$16,800.00	\$0.00	\$16,800.00	100.00%	\$0.00
16500-C	Pavilion Lighting and Wiring	1	LS	5,462.10	\$5,462.10	1	0	\$5,462.10	\$0.00	\$5,462.10	100.00%	\$0.00
16750-A	Emergency Call Station with Wiring	3	EA	11,868.81	\$35,606.43	3	0	\$35,606.43	\$0.00	\$35,606.43	100.00%	\$0.00
31411-A	Sheet Pile Wall (AZ-13)	870	SF	155.00	\$134,850.00	870	0	\$134,850.00	\$0.00	\$134,850.00	100.00%	\$0.00
02590-A-ALT1	Pre-Manufactured Metal Truss Bridge (North)	1	LS	43,952.14	\$43,952.14	1	0	\$43,952.14	\$0.00	\$43,952.14	100.00%	\$0.00
02111-A-ALT2	Cleaning and Grubbing (PM)	0.32	AC	4,050.00	\$1,296.00	0.32	0	\$1,296.00	\$0.00	\$1,296.00	100.00%	\$0.00
02236-A-ALT2	Borrow Material, Type A (LVM)	596.6	CY	8.50	\$5,071.10	596.6	0	\$5,071.10	\$0.00	\$5,071.10	100.00%	\$0.00
02226-D-ALT2	Stripping Excavation (PM)	130	CY	5.50	\$715.00	130	0	\$715.00	\$0.00	\$715.00	100.00%	\$0.00
02226-E-ALT2	Excavation (LVM)	0	CY	5.50	\$0.00	0	0	\$0.00	\$0.00	\$0.00	100.00%	\$0.00
02226-F-ALT2	Unclassified Excavation (PM)	0	CY	5.50	\$0.00	0	0	\$0.00	\$0.00	\$0.00	100.00%	\$0.00
02234-A-ALT2	Crushed Limestone for Sub-base for Curs in the Street ROW (PM)	91.5	CY	60.00	\$5,490.00	91.5	0	\$5,490.00	\$0.00	\$5,490.00	100.00%	\$0.00
02234-C-ALT2	Geotextile Fabric	720	SF	2.50	\$1,800.00	720	0	\$1,800.00	\$0.00	\$1,800.00	100.00%	\$0.00
02512-A-ALT2	Hot Bituminous Pavement (MDOT ST, 12.5mm mix)(3' Thick)	727	SF	17.50	\$12,722.50	727	0	\$12,722.50	\$0.00	\$12,722.50	100.00%	\$0.00
02900-L-ALT2	Southeast Grass Mix	8,600	SF	0.30	\$2,580.00	8600	0	\$2,580.00	\$0.00	\$2,580.00	100.00%	\$0.00
02900-M-ALT2	Pine Straw Mulch	0	BALE	7.50	\$0.00	0	0	\$0.00	\$0.00	\$0.00	100.00%	\$0.00
02900-O-ALT2	Erosion Control Mat	105	SF	2.25	\$236.25	105	0	\$236.25	\$0.00	\$236.25	100.00%	\$0.00
2050-H-CO #1	Removal of Sewer Manholes	3	EA	455.00	\$1,365.00	3	0	\$1,365.00	\$0.00	\$1,365.00	100.00%	\$0.00
2050-I-CO #1	Remove Existing Sewer Pipe (24" and smaller)	250	LF	10.00	\$2,500.00	250	0	\$2,500.00	\$0.00	\$2,500.00	100.00%	\$0.00
2730-A-CO #1	12" PVC (SDR-26) Sewer Pipe (All Depths)	250	LF	36.00	\$9,000.00	250	0	\$9,000.00	\$0.00	\$9,000.00	100.00%	\$0.00
2731-A-CO #1	48" Sewer Manholes (Precast) (All Depths)	3	EA	5,000.00	\$15,000.00	3	0	\$15,000.00	\$0.00	\$15,000.00	100.00%	\$0.00
1505-A-CO #5	Re-Mobilization in CSX Right-of-Way	1	LS	6,196.32	\$6,196.32	0	1	\$0.00	\$6,196.32	\$6,196.32	100.00%	\$0.00
PAGE TOTAL					\$623,166.84			\$614,170.52	\$8,996.32	\$623,166.84	\$0.00	\$0.00
GRAND TOTALS					\$1,265,641.54			\$1,203,111.72	\$62,529.82	\$1,265,641.54	100.00%	\$0.00

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 PAGES 3

TO: City of Gulfport
PROJECT: Coffee Creek
Drainage Improvements

APPLICATION NO: FINAL 14

Distribution to:

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
ENGINEER ☐

PERIOD TO: 10/17/2018

FROM CONTRACTOR:
Moran Hauling Inc.
17078 Magnolia Cove Dr.
Pass Christian, MS 39571
CONTRACT FOR: Coffee Creek Drainage Improvements

VIA ENGINEER:
Pickering Firm, Inc
126 Rue Magnolia
Biloxi, MS 39530
PROJECT NOS: Katrina CDBG, Coffee Creek Drainage/Public Facilities, R-109-202-08-KCI
City of Gulfport Purchase Order No. 192330 for Moran Hauling, Inc.
CONTRACT DATE: 11/23/2016

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	1,178,987.42
2. Net change by Change Orders	\$	86,654.12
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	1,265,641.54
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,265,641.54
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	0.00
b. 0 % of Stored Material (Column F on G703)	\$	-
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,265,641.54
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,173,033.93
8. CURRENT PAYMENT DUE	\$	92,607.61
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$27,865.00	\$0.00
Summary Change Order No. 5	\$87,299.62	\$28,510.50
TOTALS	\$115,164.62	\$28,510.50
NET CHANGES by Change Order	\$86,654.12	

CONTRACTOR: MORAN HAULING, INC.

By: *[Signature]*

Date: 10/17/18

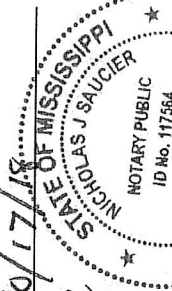
State of: Mississippi

County of: Harrison

Subscribed and sworn to before me this 17th day of Oct. 2018

Notary Public: *[Signature]*

My Commission expires: 8/20/20



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

92,607.61 - 92,607.61
12-5-18

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER: PICKERING FIRM, INC.

By: *[Signature]*

Date: 10-22-2018

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA® - © 1992

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Frank B. Pickering P.E.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

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APPLICATION NO: FINAL 14

APPLICATION DATE: 10/17/2018

PERIOD TO: 10/17/2018

ENGINEER'S PROJECT NO: 24468.01

A BID ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D Total work in units		E WORK COMPLETED Completed Previous Pay App	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			Completed Previous Pay App	This Pay App					
01505-A	Mobilization	170,000.00	1,000.00	0	\$170,000.00	\$0.00	\$170,000.00	100.00%	\$0.00
02050-C	Removal Curb and Gutter	3300.00	40	0	\$3300.00	\$0.00	\$3300.00	100.00%	\$0.00
02050-E	Removal of Sidewalk	\$320.00	16	0	\$320.00	\$0.00	\$320.00	100.00%	\$0.00
02050-L	Remove and Replace Fence (All Types)	\$1,250.00	50	0	\$1,250.00	\$0.00	\$1,250.00	100.00%	\$0.00
02050-M	Removal of Fence (All Types)	\$4,350.00	380	0	\$4,350.00	\$0.00	\$4,350.00	100.00%	\$0.00
02050-N	Removal of Limestone	\$1,377.50	1450	0	\$1,377.50	\$0.00	\$1,377.50	100.00%	\$0.00
02050-O	Removal of Plastic Drainage Pipes (36" and smaller)	\$800.00	40	0	\$800.00	\$0.00	\$800.00	100.00%	\$0.00
02050-P	Remove Debris (LVM)	\$3,310.00	331	0	\$3,310.00	\$0.00	\$3,310.00	100.00%	\$0.00
02111-A	Clearing and Grubbing (PM)	\$18,190.00	428	0	\$18,190.00	\$0.00	\$18,190.00	100.00%	\$0.00
02221-A	Select Bedding Material (PM)	\$0.00	0	0	\$0.00	\$0.00	\$0.00	100.00%	\$0.00
02221-B	Select Foundation Material (PM)	\$0.00	0	0	\$0.00	\$0.00	\$0.00	100.00%	\$0.00
02226-A	Borrow Material, Type A (LVM)	\$56,009.90	6217.4	372	\$56,009.90	\$3,162.00	\$56,009.90	100.00%	\$0.00
02226-D	Stripping Excavation (PM)	\$10,800.00	2400	0	\$10,800.00	\$0.00	\$10,800.00	100.00%	\$0.00
02226-E	Excavation Excavation (PM)	\$15,240.50	2684	87	\$15,240.50	\$478.50	\$15,240.50	100.00%	\$0.00
02226-F	Unclassified Excavation (PM)	\$19,250.00	3500	0	\$19,250.00	\$0.00	\$19,250.00	100.00%	\$0.00
02234-A	Crushed Limestone for Sub-base for Curb in the Street ROW (PM)	\$31,950.00	532.5	0	\$31,950.00	\$0.00	\$31,950.00	100.00%	\$0.00
02234-C	Geotextile Fabric	\$9,087.50	3653	0	\$9,087.50	\$0.00	\$9,087.50	100.00%	\$0.00
02295-A	Silt Fence	\$1,250.00	250	0	\$1,250.00	\$0.00	\$1,250.00	100.00%	\$0.00
02295-B	Straw Wattles	\$187.50	2.5	0	\$187.50	\$0.00	\$187.50	100.00%	\$0.00
02512-A	For Bituminous Pavement (MODOT ST, 12.5mm mix)(3" Thick)	\$37,012.50	2115	0	\$37,012.50	\$0.00	\$37,012.50	100.00%	\$0.00
02522-A	Concrete Sidewalk	\$19,350.00	360	0	\$19,350.00	\$0.00	\$19,350.00	100.00%	\$0.00
02522-B	Concrete Driveway	\$10,222.50	141	0	\$10,222.50	\$0.00	\$10,222.50	100.00%	\$0.00
02522-C	Detectable/Tactile Warning Surface Tiles (Cast-In-Place)	\$6,048.00	8	16	\$6,048.00	\$4,032.00	\$6,048.00	100.00%	\$0.00
02523-A	ADA Handrails for Ramps	\$5,625.00	140	10	\$5,625.00	\$3,750.00	\$5,625.00	100.00%	\$0.00
02523-B	ADA Handrails for Landings	\$6,885.00	40	14	\$6,885.00	\$1,785.00	\$6,885.00	100.00%	\$0.00
02580-A	Painted Traffic Markings	\$10,000.00	1	0	\$10,000.00	\$0.00	\$10,000.00	100.00%	\$0.00
02580-B	ReflectORIZED Traffic Signs	\$4,000.00	2	0	\$4,000.00	\$0.00	\$4,000.00	100.00%	\$0.00
02590-A	Pre-Manufactured Metal Truss Bridge (South)	\$55,000.00	0.42	0.58	\$23,100.00	\$31,900.00	\$55,000.00	100.00%	\$0.00
02722-A	30" RCP Pipe (Class V)	\$3,776.00	0	32	\$3,776.00	\$0.00	\$3,776.00	100.00%	\$0.00
02723-D	30" HDPE Pipe	\$5,530.00	74	0	\$5,530.00	\$0.00	\$5,530.00	100.00%	\$0.00
02723-E	60" HDPE Pipe	\$22,320.00	124	0	\$22,320.00	\$0.00	\$22,320.00	100.00%	\$0.00
02752-A	Riprap	\$3,600.00	40	20	\$3,600.00	\$1,200.00	\$3,600.00	100.00%	\$0.00
02900-A	Live Oak	\$4,687.50	15	0	\$4,687.50	\$0.00	\$4,687.50	100.00%	\$0.00
02900-B	Bald Cypress	\$4,375.00	14	0	\$4,375.00	\$0.00	\$4,375.00	100.00%	\$0.00
02900-D	Slash Pine Saplings	\$3,060.00	306	0	\$3,060.00	\$0.00	\$3,060.00	100.00%	\$0.00
02900-E	Dwarf Palmetto	\$2,127.50	115	0	\$2,127.50	\$0.00	\$2,127.50	100.00%	\$0.00
02900-F	Sand Cardgrass	\$1,833.50	193	0	\$1,833.50	\$0.00	\$1,833.50	100.00%	\$0.00
02900-I	Tall Grass Mix	\$8,018.40	26728	0	\$8,018.40	\$0.00	\$8,018.40	100.00%	\$0.00
02900-J	Southeast Grass Mix	\$16,908.00	48360	8000	\$16,908.00	\$2,400.00	\$16,908.00	100.00%	\$0.00
02900-K	Wildflower Mix	\$7,370.40	24568	0	\$7,370.40	\$0.00	\$7,370.40	100.00%	\$0.00
02900-L	Celebration Bermuda Sod	\$12,385.00	2177	300	\$12,385.00	\$1,500.00	\$12,385.00	100.00%	\$0.00
02900-M	Pine Straw Mulch	\$14,115.00	1882	0	\$14,115.00	\$0.00	\$14,115.00	100.00%	\$0.00
02900-N	Watering	\$8,500.00	1	0	\$8,500.00	\$0.00	\$8,500.00	100.00%	\$0.00
02900-O	Erosion Control Mat	\$1,665.00	640	100	\$1,665.00	\$225.00	\$1,665.00	100.00%	\$0.00
02900-P	Turf Reinforcement Mat	\$24,367.50	1605	200	\$24,367.50	\$2,700.00	\$24,367.50	100.00%	\$0.00
		\$642,474.70			\$588,941.20	\$53,533.50	\$642,474.70		\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 3 PAGES

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APPLICATION NO: FINAL 14
APPLICATION DATE: 10/17/2018
PERIOD TO: 10/17/2018
ENGINEER'S PROJECT NO: 24468.01

A BID ITEM NO.	B DESCRIPTION OF WORK	Units	Units of Measure	Unit Price	C SCHEDULED VALUE	D Total work in units		E WORK COMPLETED Completed Previous Pay App	F MATERIALS STORED (NOT IN D.O.R.E.)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
						Completed This Pay App	Completed Previous Pay App					
02900-Q	6' Bench	5	EA	900.00	\$4,500.00	5	0	\$4,500.00	\$0.00	\$4,500.00	100.00%	\$0.00
02900-R	Trash Receptacle	5	EA	750.00	\$3,750.00	5	0	\$3,750.00	\$0.00	\$3,750.00	100.00%	\$0.00
02900-S	Removable Bollard	6	EA	1,850.00	\$11,100.00	6	0	\$11,100.00	\$0.00	\$11,100.00	100.00%	\$0.00
02900-U	Cross Tie Wheel Stops	31	EA	20.00	\$620.00	31	0	\$620.00	\$0.00	\$620.00	100.00%	\$0.00
03300-A	Structural Concrete (Radial Weir)	45	CY	150.00	\$6,750.00	35	10	\$5,250.00	\$1,500.00	\$6,750.00	100.00%	\$0.00
03300-B	Reinforcing Steel (Radial Weir)	4,800	LB	1.30	\$6,240.00	3800	1000	\$4,940.00	\$1,300.00	\$6,240.00	100.00%	\$0.00
05120-A	Protective Canopy Under Railroad	1	LS	41,550.00	\$41,550.00	1	0	\$41,550.00	\$0.00	\$41,550.00	100.00%	\$0.00
06100-A	Rebuild Existing Crossing (Wood Construction)	1	LS	20,000.00	\$20,000.00	1	0	\$20,000.00	\$0.00	\$20,000.00	100.00%	\$0.00
06100-B	Wooden Barricade	96	LF	9.00	\$864.00	96	0	\$864.00	\$0.00	\$864.00	100.00%	\$0.00
06200-A	16' X 16' Pavilion	1	LS	33,750.00	\$33,750.00	1	0	\$33,750.00	\$0.00	\$33,750.00	100.00%	\$0.00
16445-A	Power Riser and Panel	1	LS	6,500.00	\$6,500.00	1	0	\$6,500.00	\$0.00	\$6,500.00	100.00%	\$0.00
16500-A	Light Poles	21	EA	8,900.00	\$186,900.00	21	0	\$186,900.00	\$0.00	\$186,900.00	100.00%	\$0.00
16500-B	Wiring for Pole Circuits	3,000	LF	5.60	\$16,800.00	3000	0	\$16,800.00	\$0.00	\$16,800.00	100.00%	\$0.00
16500-C	Pavilion Lighting and Wiring	1	LS	5,462.10	\$5,462.10	1	0	\$5,462.10	\$0.00	\$5,462.10	100.00%	\$0.00
16750-A	Emergency Call Station with Wiring	3	EA	11,868.81	\$35,606.43	3	0	\$35,606.43	\$0.00	\$35,606.43	100.00%	\$0.00
31411-A	Sheet Pile Wall (AZ-13)	870	SF	155.00	\$134,850.00	870	0	\$134,850.00	\$0.00	\$134,850.00	100.00%	\$0.00
02590-A-ALT1	Pre-Manufactured Metal Truss Bridge (North)	1	LS	43,952.14	\$43,952.14	1	0	\$43,952.14	\$0.00	\$43,952.14	100.00%	\$0.00
02111-A-ALT2	Cleaning and Gubbing (PM)	0.32	AC	4,050.00	\$1,296.00	0.32	0	\$1,296.00	\$0.00	\$1,296.00	100.00%	\$0.00
02226-A-ALT2	Borrow Material, Type A (LVM)	596.6	CY	8.50	\$5,071.10	596.6	0	\$5,071.10	\$0.00	\$5,071.10	100.00%	\$0.00
02226-D-ALT2	Stripping Excavation (PM)	130	CY	5.50	\$715.00	130	0	\$715.00	\$0.00	\$715.00	100.00%	\$0.00
02226-E-ALT2	Excess Excavation (LVM)	0	CY	5.50	\$0.00	0	0	\$0.00	\$0.00	\$0.00	100.00%	\$0.00
02234-A-ALT2	Crushed Limestone for Sub-base for Cuts in the Street ROW (PM)	91.5	CY	60.00	\$5,490.00	91.5	0	\$5,490.00	\$0.00	\$5,490.00	100.00%	\$0.00
02344-C-ALT2	Geotextile Fabric	720	SY	2.50	\$1,800.00	720	0	\$1,800.00	\$0.00	\$1,800.00	100.00%	\$0.00
02512-A-ALT2	Hot Bituminous Pavement (MDOT ST, 12.5mm mmb)(3' Thick)	727	SY	17.50	\$12,722.50	727	0	\$12,722.50	\$0.00	\$12,722.50	100.00%	\$0.00
02900-I-ALT2	Southeast Grass Mix	8,600	SF	0.30	\$2,580.00	8600	0	\$2,580.00	\$0.00	\$2,580.00	100.00%	\$0.00
02900-M-ALT2	Pine Straw Mulch	0	BALE	7.50	\$0.00	0	0	\$0.00	\$0.00	\$0.00	100.00%	\$0.00
02900-O-ALT2	Erosion Control Mat	105	SY	2.25	\$236.25	105	0	\$236.25	\$0.00	\$236.25	100.00%	\$0.00
2050-H-CO #1	Removal of Sewer Manholes	3	EA	455.00	\$1,365.00	3	0	\$1,365.00	\$0.00	\$1,365.00	100.00%	\$0.00
2050-I-CO #1	Remove Existing Sewer Pipe (24" and smaller)	250	LF	10.00	\$2,500.00	250	0	\$2,500.00	\$0.00	\$2,500.00	100.00%	\$0.00
2730-A-CO #1	12" PVC (SDR-26) Sewer Pipe (All Depths)	250	LF	36.00	\$9,000.00	250	0	\$9,000.00	\$0.00	\$9,000.00	100.00%	\$0.00
2731-A-CO #1	48" Sewer Manholes (Precast) (All Depths)	3	EA	5,000.00	\$15,000.00	3	0	\$15,000.00	\$0.00	\$15,000.00	100.00%	\$0.00
1505-A-CO #5	Re-Mobilization in CSX Right-of-Way	1	LS	6,196.32	\$6,196.32	0	1	\$0.00	\$6,196.32	\$6,196.32	100.00%	\$0.00
PAGE TOTAL					\$623,166.84			\$614,170.32	\$8,996.52	\$623,166.84		\$0.00
GRAND TOTALS					\$1,265,641.54			\$1,203,111.72	\$62,529.82	\$1,265,641.54	100.00%	\$0.00

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity



AIA[®] Document G707[™] – 1994

Consent Of Surety to Final Payment

Bond # 1001076203

PROJECT: <i>(Name and address)</i> Coffee Creek Drainage Improvements, Gulfport, MS	ARCHITECT'S PROJECT NUMBER: Owner – PO#192330 Engineer – #24468.01	OWNER: ☐
	CONTRACT FOR: Construction	ARCHITECT: ☐
TO OWNER: <i>(Name and address)</i> City of Gulfport P.O. Box 1780 Gulfport, MS 39502	CONTRACT DATED: 11/23/2016	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040-6094

, SURETY,

on bond of

(Insert name and address of Contractor)

Moran Hauling, Inc.
10380 Three Rivers Road
Gulfport, MS 39503

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to

(Insert name and address of Owner)

City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

, OWNER,

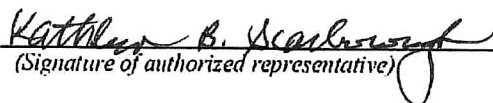
as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: October 16th, 2018

(Insert in writing the month followed by the numeric date and year.)

U.S. Specialty Insurance Company

(Surety)


(Signature of authorized representative)

Kathleen B. Scarborough, Attorney-in-Fact

(Printed name and title)

Attest:

(Seal):





TOKIOMARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jim E. Brashier, Troy P. Wagener, Loren Richard Howell, Jr., Dewey Brashier,
Kathleen B. Scarborough, Susan Skrimetta, John W. Nance

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars

(~~unlimited~~). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice President, any Assistant Vice President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

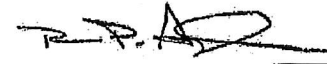
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



By:


Daniel P. Aguilar, Vice President

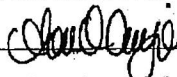
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect, furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 16th day of October, 2018.

Corporate Seals

Bond No. 1001076203

Agency No. 17033




Kio Lo, Assistant Secretary



AIA[®] Document G707[™] – 1994

Consent Of Surety to Final Payment

Bond # 1001076203

PROJECT: <i>(Name and address)</i> Coffee Creek Drainage Improvements, Gulfport, MS	ARCHITECT'S PROJECT NUMBER: Owner – PO#192330 Engineer - #24468.01	OWNER: ☐
	CONTRACT FOR: Construction	ARCHITECT: ☐
TO OWNER: <i>(Name and address)</i> City of Gulfport P.O. Box 1780 Gulfport, MS 39502	CONTRACT DATED: 11/23/2016	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040-6094

on bond of

(Insert name and address of Contractor)

Moran Hauling, Inc.
10380 Three Rivers Road
Gulfport, MS 39503

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to

(Insert name and address of Owner)

City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

, CONTRACTOR,

, OWNER,

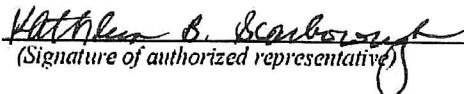
as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: October 16th, 2018

(Insert in writing the month followed by the numeric date and year.)

U.S. Specialty Insurance Company

(Surety)

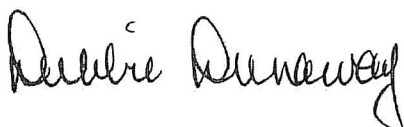

(Signature of authorized representative)

Kathleen B. Scarborough, Attorney-in-Fact

(Printed name and title)

Attest:

(Seal):





TOKIOMARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jim E. Brashier, Troy P. Wagener, Loren Richard Howell, Jr., Dewey Brashier,
Kathleen B. Scarborough, Susan Skrimetta, John W. Nance

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars

(**unlimited**). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents cancelling or terminating the Company's liability hereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 16th day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

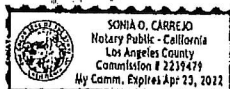
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect, furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 16th day of October, 2018.

Corporate Seals

Bond No. 1001076203

Agency No. 17033



Kio Lo, Assistant Secretary

**CONTRACTOR'S AFFIDAVIT
OF
PAYMENT OF DEBTS AND CLAIMS**

TO: City Of Gulfport
P.O Box 1780
Gulfport, MS 39502

PROJECT: Katrina CDBG, Coffee Creek Drainage/Public Facilities, R-109-202-08KCR

CONTRACT
DATED: 11/23/2016

CONTRACT
AMOUNT: \$1,265,641.54
(Includes Change Orders)

STATE OF: Mississippi

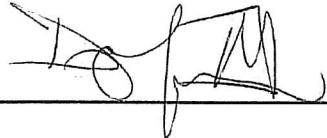
COUNTY: Harrison

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS: No Exceptions

CONTRACTOR: Moran Hauling, Inc.
10380 Three Rivers Rd Gulfport, MS 39503

SIGNED BY:



Donald W. Moran III / Vice President

Subscribed and sworn to before me on this date: 10/16/18

Notary Public: 

Commission Expires: 8/25/20

T:\Forms\Contractors Affidavit of Payment of Debts and Claims



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

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE CHANGE ORDER #5 AND FINAL PAY APPLICATION #14 TO
CONTRACT WITH MORAN HAULING, INC., FOR THE COFFEE CREEK
DRAINAGE IMPROVEMENTS PROJECT, TO AUTHORIZE THE MAYOR TO
EXECUTE SAID CHANGE ORDER AND FOR RELATED PURPOSES**

WHEREAS, Moran Hauling, Inc., was awarded the contract 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, certain and various changes to the contract as more fully set forth in the attached Change Order #5 (which is attached hereto as a part of Exhibit "A"), resulting in an INCREASE in the amount of \$58,789.12, and a DECREASE in project calendar days (2) for a new completion date of September 10, 2018, as more fully described in the memorandum from City Engineer Kris Riemann, who also recommends authorization for payment of Final Pay Application #14 in the amount of \$92,607.61, as set forth in the memorandum from City Engineer Kris Riemann; and

WHEREAS, the Project Engineer (Pickering Firm, Inc.), City Engineer and the Purchasing Manager have recommended approval of Change Order #5 and payment of Final Pay Application #14; and

WHEREAS, approval of Change Order #5 is in the best interest of the City of Gulfport.

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

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

SECTION 2. That Change Order #5 to the City's contract with Moran Hauling, Inc., be and it is hereby approved in the form as is found in Exhibit "A" to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That Final Pay Application #14 is approved in the form as is found in Exhibit "A" to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

SECTION 4. That the DECREASE in project time is reasonable in light of all relevant facts and circumstances.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Public Works

Date: 12/10/2018

Subject: Resolution - approving Tenth Amendment to the City's Contract with Utility Partners, LLC, to adjust contract amount, authorizing the Mayor or Designee to execute said Contract Amendment, 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 TENTH AMENDMENT TO THE CITY’S CONTRACT WITH UTILITY
PARTNERS, LLC, TO ADJUST CONTRACT AMOUNT, TO AUTHORIZE THE
MAYOR OR DESIGNEE TO EXECUTE SAID CONTRACT AMENDMENT, AND FOR
RELATED PURPOSES**

WHEREAS, the City has contracted with Utility Partners, LLC, to provide various services in connection with water, sewer, streets and drainage in and for the City of Gulfport; and

WHEREAS, it is necessary to adjust the contract amount to reflect application of the current CPI; and

WHEREAS, a proposed TENTH AMENDMENT TO THE CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT is attached hereto 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 Tenth Amendment to the contract with Utility Partners, LLC, be and the same is hereby approved in the form as is found in Exhibit “A” to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT
CITY OF GULFPORT

**TENTH AMENDMENT TO THE CONTRACT FOR OPERATIONS AND
MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE
STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT**

THIS TENTH AMENDMENT to Contract is hereby entered into and agreed to by and between the **CITY OF GULFPORT, MISSISSIPPI ("City" or "Owner")** and **UTILITY PARTNERS, LLC. ("UP" or "Operator")** on the dates hereinafter set forth for the purpose of amending in writing certain covenants and conditions of that certain CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT (herein "**the Contract**"), approved by the Gulfport City Council and signed by the Mayor on September 30, 2011, and subsequently signed and executed by the authorized representative of UP, and the Contract is hereby further amended by this TENTH AMENDMENT, as follows:

WITNESSETH THAT:

WHEREAS, the City of Gulfport has approved its budget for Fiscal Year 2018-2019;
and

WHEREAS, it is necessary to amend the Contract to reflect the Contract amount for the 2018-2019 fiscal year.

NOW THEREFORE, for the purposes hereinabove set forth, it is hereby agreed by and between the parties that the Contract shall be hereby amended effective and commencing October 1, 2015, as follows:

- A. That the Contract shall be amended to reflect the applicable CPI increase.
- B. The contract amounts shall be amended as follows:

Streets & Drainage Division

Total Street & Drainage \$3,370,705.44

Water & Sewer Division

Total Water & Sewer \$4,277,619.96

Total New Contract Amount \$7,648,325.40

Except as specifically amended according to the purposes stated by Paragraphs A, and B, of this Tenth Amendment, said CONTRACT FOR OPERATIONS AND MAINTENANCE OF THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE SYSTEMS FOR THE CITY OF GULFPORT is not hereby amended, modified or changed, and shall remain in full force and effect, as amended.

IN WITNESS WHEREOF, each of the Owner and Operator has caused this Tenth Amendment to Contract to be signed, executed and delivered by its duly authorized representative on the day and date hereinafter stated, having been first duly authorized so to act.

OWNER:

CITY OF GULFPORT, MISSISSIPPI

ATTESTED BY:

By: _____
Mayor

City Clerk

_____, 2018

OPERATOR:

UTILITY PARTNERS, LLC.

ATTESTED BY

By: _____
Authorized Representative

Secretary

_____, 2018



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
City Council

Date: 12/05/2018

Subject: Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at The Gulf Coast Symphony Orchestra, INC., and for related purposes.

Recommendation:

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT AT THE GULF COAST SYMPHONY ORCHESTRA, INC., AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is proud to support the Gulf Coast Symphony Orchestra, Inc., which brings music of all genre and enjoyment of the arts to many residents of the City of Gulfport and the entire Gulf Coast and to visitors to our area with such events as concerts, Peppermint Pops and the annual Memorial Day weekend concert held at the City's Jones Park; and

WHEREAS, the Gulf Coast Symphony Orchestra has solicited funds from the City of Gulfport to serve as an official sponsor of the Gulf Coast Symphony Orchestra which will promote the City of Gulfport to individuals from around the United States who attend their various musical offerings; 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 \$9,500.00 to the Gulf Coast Symphony Orchestra, Inc., as a sponsor of the Gulf Coast Symphony Orchestra serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and constitutes a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the amount of Fifteen thousand Dollars (\$9,500.00) payable to Gulf Coast Symphony Orchestra, Inc., to sponsor the Gulf Coast Symphony Orchestra and to advertise the City of Gulfport, and a special check is also authorized.

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

GULF COAST SYMPHONY ORCHESTRA, INC.

FINANCIAL STATEMENTS
JUNE 30, 2018

GULF COAST SYMPHONY ORCHESTRA, INC.

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WRIGHT, WARD, HATTEN & GUEL

PROFESSIONAL LIMITED LIABILITY COMPANY

(SUCCESSORS TO A. L. EVANS & COMPANY ESTABLISHED 1929)

Certified Public Accountants

HANCOCK BANK BUILDING

2510 - 14TH STREET

P.O. BOX 129

GULFPORT, MISSISSIPPI 39502

MICHAEL E. GUEL, CPA, CVA, PFS, CFP®, CFE
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INDEPENDENT ACCOUNTANT'S REVIEW REPORT

October 12, 2018

To the Board of Directors and Management of
Gulf Coast Symphony Orchestra, Inc.

We have reviewed the accompanying financial statements of Gulf Coast Symphony Orchestra, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2018, the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary schedule of functional expenses on page 13 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and is derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

Summarized Comparative Information

We previously reviewed Gulf Coast Symphony Orchestra's 2017 financial statements and our conclusion dated September 25, 2017 stated that based on our review, we were not aware of any material modifications that should be made to the 2017 financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America. We are not aware of any material modifications that should be made to the summarized comparative information presented herein as of and for the year ended June 30, 2017, for it to be consistent with the reviewed financial statements from which it has been derived.

*Wendy Woodworth * Luf*

Gulf Coast Symphony Orchestra, Inc.
Statement of Financial Position
June 30, 2018
(With Comparative Totals for 2017)

	<u>2018</u>	<u>2017</u>
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 62,032	82,740
Grant receivable	9,000	-
Merchandise inventory	1,854	2,524
Total Current Assets	<u>72,886</u>	<u>85,264</u>
Music, instruments and equipment (net of accumulated depreciation)	<u>4,624</u>	<u>6,936</u>
Temporarily Restricted Assets		
Restricted cash:		
Cash held with fiscal agent	3,108	4,287
Restricted investments:		
Endowment	164,461	173,038
Beneficial interests in asset held by the Gulf Coast Community Foundation	<u>188,712</u>	<u>180,469</u>
Total restricted assets	<u>356,281</u>	<u>357,794</u>
Total Assets	<u>\$ 433,791</u>	<u>449,994</u>
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	576	290
Accrued payroll and liabilities	891	1,943
Deferred revenue	-	53,981
Total Current Liabilities	<u>1,467</u>	<u>56,214</u>
Net Assets		
Unrestricted net assets	76,043	35,986
Temporarily restricted net assets	<u>356,281</u>	<u>357,794</u>
Total Net Assets	<u>432,324</u>	<u>393,780</u>
Total Liabilities and Net Assets	<u>\$ 433,791</u>	<u>449,994</u>

The accompanying notes are an integral part of these financial statements.

Gulf Coast Symphony Orchestra, Inc.
Statement of Activities
For the Year Ended June 30, 2018
(With Comparative Totals for 2017)

	2018			2017
	Unrestricted	Temporarily Restricted	Total	Total
Support and Revenue				
Season tickets	\$ 74,004		74,004	73,809
Sale tickets	23,977		23,977	23,410
Special events	182,618		182,618	188,889
Contributions	144,438		144,438	148,036
Grants	20,000	10,000	30,000	31,100
Investment income		9,734	9,734	9,188
Advertising	16,265		16,265	13,300
Gulf Coast Youth Orchestra	5,308		5,308	4,151
Guild income	19,403		19,403	58,781
Unrealized and realized gain (loss) on investments		(1,070)	(1,070)	22,980
Other income	9,714	550	10,264	1,505
Net assets released from restrictions	20,728	(20,727)	1	-
Total Support and Revenue	516,455	(1,513)	514,942	575,149
Expenses				
Program services	383,449	-	383,449	402,896
Administrative	69,663	-	69,663	79,722
Fund raising	23,286	-	23,286	50,122
Total Expenses	476,398	-	476,398	532,740
Change in Net Assets	40,057	(1,513)	38,544	42,409
Net assets, beginning period	35,986	357,794	393,780	351,371
Net assets, end of period	\$ 76,043	356,281	432,324	393,780

The accompanying notes are an integral part of these financial statements.

Gulf Coast Symphony Orchestra, Inc.
Statement of Cash Flows
For the Year Ended June 30, 2018
(With Comparative Totals for 2017)

	<u>2018</u>	<u>2017</u>
Cash Flows from Operating Activities		
Change in Net Assets	\$ 38,544	\$ 42,409
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities		
Depreciation Expense	2,312	2,312
Changes In:		
Grant receivable	(9,000)	-
Merchandise inventory	670	1,201
Accounts payable	286	(101)
Payroll taxes payable	(1,052)	489
Deferred income	(53,981)	(6,529)
Net Cash Used By Operating Activities	<u>(22,221)</u>	<u>39,781</u>
Cash Flows from Investing Activities		
Cash invested in endowment accounts	(550)	(1,500)
Cash withdrawn from endowment accounts	10,726	-
Investment income reinvested	(8,663)	(20,343)
Net Cash Provided by Investing Activities	<u>1,513</u>	<u>(21,843)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(20,708)	17,938
Cash and Cash Equivalents, Beginning of Period	<u>82,740</u>	<u>64,802</u>
Cash and Cash Equivalents, End of Period	<u>\$ 62,032</u>	<u>\$ 82,740</u>

The accompanying notes are an integral part of these financial statements.

Gulf Coast Symphony Orchestra, Inc.
Notes to the Financial Statements
For the Year Ended June 30, 2018

NOTE 1 – ORGANIZATION DESCRIPTION

Gulf Coast Symphony Orchestra, Inc. (Symphony) was formed in 1962 as a private, nonprofit Symphony dedicated to the performance of symphony music for the general public and special youth concerts. The Symphony's support comes primarily through ticket sales, fund-raisers, memberships, sponsors, and grants.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Basis of Financial Reporting

The accompanying financial statements are presented in accordance with the accrual method of accounting which is in accordance with generally accepted accounting principles. Revenue is recognized when earned and expenses are recognized when incurred.

B. Basis of Presentation

Financial statement presentation follows the recommendation of the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958-205, Presentation of Financial Statements of Not-for-Profit Entities. Under FASB ASC 958-205, the Symphony is required to report information regarding its financial position and activities according to three (3) classes of net assets. A description of these categories follows:

- Unrestricted – all other net assets, including board-designated or appropriated amounts.
- Temporarily restricted – funds with donor-imposed purpose restrictions which have not been met and trust activity for which the ultimate purpose of the proceeds is not permanently restricted.
- Permanently restricted – funds subject to donor-imposed restrictions that the assets be maintained permanently by the Symphony. Generally, the donors of these assets permit the Symphony to use all or part of the income from these assets to fund scholarships.

C. Tax Status

The Symphony qualifies as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and, therefore, has no provision for federal income taxes.

FASB ASC 740, Accounting for Uncertainty in Income Taxes, clarifies the accounting and recognition of income tax positions taken or expected to be taken in the Symphony's income tax returns. Under that guidance, the Symphony may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by taxing authorities based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50 percent likelihood of being realized upon ultimate settlement. There were no unrecognized tax benefits identified or recorded as liabilities for the year ended June 30, 2017.

The Organization files Form 990 in the U.S. federal jurisdiction and is subject to examination by the Internal Revenue Service generally for three years after the return is filed.

Gulf Coast Symphony Orchestra, Inc.
Notes to the Financial Statements
For the Year Ended June 30, 2018

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Cash and Cash Equivalents

For purposes of the statement of cash flows, the Symphony considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. Cash equivalents held in investment accounts are considered investments.

E. Investments

Investments, including investments held at Gulf Coast Community Foundation, are carried at fair value. Investment income is reported as unrestricted in the reporting period if the restriction expires and the amount is appropriated for expenses. All other donor-restricted investment income is reported as an increase in temporarily restricted net assets.

F. Accounts Receivable

Accounts receivable are reported in the amount management expects to collect on balances outstanding at year-end. Management has concluded that realization of losses on balances outstanding at year-end will be immaterial.

G. Merchandise Inventory

Merchandise Inventory consists of playing cards and cookbooks available for sale and is valued at cost on the first-in/first-out basis.

H. Prepaid Expenses

Prepaid expenses primarily represent costs incurred in advance related to the following season's performances. These costs are recognized as expenses in the season when the performances are presented.

I. Fixed Assets and Depreciation

Fixed assets are stated on the basis of historical cost or fair value if donated. Depreciation is computed using the straight-line method. The Symphony capitalizes all fixed asset purchases of \$500 or more.

J. Ticket Sales and Deferred Revenue

Ticket sales are recognized as revenue in the period earned as the related performances are presented. Deferred revenue represents the monies collected in advance for ticket sales applicable to the following performance season.

K. Restricted and Unrestricted Revenue and Support

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily restricted net assets. When a restriction

Gulf Coast Symphony Orchestra, Inc.
Notes to the Financial Statements
For the Year Ended June 30, 2018

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as released from restrictions.

L. Donated Materials and Services

Donated materials and services are recognized as contributions in accordance with FASB ASC No. 958 at their estimated fair value if the services (a) create or enhance the Symphony's non-financial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased.

M. Advertising and Publicity

Advertising and publicity costs are generally charged to expense when incurred and total \$66,877 for the year ended June 30, 2018. \$65,000 of the advertising and publicity costs were donated to the Symphony for the year ended June 30, 2018.

N. Allocated Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statement of activities.

O. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 3 – CASH AND CASH EQUIVALENTS

The carrying amount of the Symphony's total deposits with financial institutions at June 30, 2018, was \$62,032, and the bank balance was \$68,033. Cash held with fiscal agent totaled \$3,108 and is insured by the Federal Deposit Insurance Corporation.

Custodial Credit Risk - Deposits. Custodial credit risk is defined as the risk that, in the event of the failure of a financial institution, the Symphony will not be able to recover deposits or collateral securities that are in the possession of an outside party. The Symphony does not have a deposit policy for custodial credit risk.

The balances in financial institutions are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Deposits above FDIC coverage are considered exposed to custodial credit risk. As of June 30, 2018, none of the Symphony's bank deposits of \$71,141 were exposed to custodial credit risk.

Gulf Coast Symphony Orchestra, Inc.
Notes to the Financial Statements
For the Year Ended June 30, 2018

NOTE 4 – INVESTMENTS

Investments at June 30, 2018 are carried at fair value and consist of the following:

	<u>2018</u>
Cash held with fiscal agent	3,108
Common Stock	164,461
Beneficial interests in assets held By Gulf Coast Community Foundation	<u>188,712</u>
Total Investments	\$ <u>356,281</u>

Common Stock

The Endowment has investments in common stock held and managed by Charles Schwab & Co., Inc., Member SIPC. The Symphony does not have a formal investment plan; however, dividend income is reinvested throughout the year. Withdrawals from this account are taken on an as needed basis. During the year ended June 30, 2018, \$7,225 was withdrawn from this account.

The Securities Investor Protection Corporation (SIPC) is a nonprofit membership corporation that was created by federal statute in 1970. The SIPC protects customers of SIPC-member broker-dealers if the firm fails financially. Coverage is up to \$500,000 per customer for all accounts at the same institution, including a maximum of \$250,000 for cash. As of June 30, 2018, none of the Symphony's Common Stock was exposed to custodial credit risk.

Investment income from this account consists of:

	<u>2018</u>
Dividends	6,047
Net realized & unrealized gains (losses)	<u>(8,577)</u>
Investment income, net	\$ <u>(2,530)</u>

Beneficial Interest in Assets Held by Gulf Coast Community Foundation

The Board of Directors has established three endowment funds held by the Gulf Coast Community Foundation. Under the terms of the agreements, variance power has been granted to Gulf Coast Community Foundation, however, the Symphony is the beneficiary of the funds and the transfer is reciprocal in nature. The Symphony receives distributions based on the provisions of the agreement with Gulf Coast Community Foundation. Withdrawals from this account are taken on an as needed basis. During the year ended June 30, 2018, there were no withdrawals from this account.

Investment income from these endowment funds consists of:

	<u>2018</u>
Interest & dividends	3,687
Net realized & unrealized gains (losses)	7,507
Investment expenses	<u>(3,501)</u>
Investment income, net	\$ <u>7,693</u>

Gulf Coast Symphony Orchestra, Inc.
Notes to the Financial Statements
For the Year Ended June 30, 2018

NOTE 4 – INVESTMENTS (Continued)

Investment securities held by Gulf Coast Community Foundation are not insured and are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and those changes could materially affect the amounts reported in the statement of financial position.

NOTE 5 – MUSIC, INSTRUMENTS AND EQUIPMENT

Music, instruments and equipment consist of the following at June 30, 2018:

	2018
Music, Instruments and equipment	54,243
Office furniture and equipment	24,525
Total property and equipment	78,768
Less accumulated depreciation	(74,144)
Net music, instruments and equipment	\$ 4,624

Depreciation expense for the year ended June 30, 2018 was \$2,312. Depreciation expense is allocated to program expenses.

NOTE 6 – TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets totaled \$356,281 for year ended June 30, 2018. These amounts represent unexpended endowment earnings and investments.

Net assets released from restriction for the year ended June 30, 2018 amounted to \$20,727, of previously restricted funds. These funds were expended by incurring expenses satisfying the restricted purpose.

Transactions affecting temporarily restricted net assets are as follows:

	2018
Temp. Restricted Net Assets - Beginning	357,794
Link-Up grant	10,000
Contributions	550
Restricted investment income	9,734
Realized & unrealized gains (losses)	(1,070)
Net Assets Released from Restrictions	(20,727)
Temp. Restricted Net Assets - Ending	\$ 356,281

NOTE 7 – FAIR VALUE OF FINANCIAL INSTRUMENTS

The Organization accounts for investments in accordance with FASB ASC 958-320 Accounting for Investments Held by Not-for-Profit Entities. Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial

Gulf Coast Symphony Orchestra, Inc.
Notes to the Financial Statements
For the Year Ended June 30, 2018

NOTE 7 – FAIR VALUE OF FINANCIAL INSTRUMENTS (Continued)

position. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The carrying amounts of cash, prepaid expenses, accounts payable, and accrued liabilities approximate fair value because of the short maturity of those instruments.

FASB ASC 820-10 establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described as follows:

Level 1 – Quoted prices are available in active markets for identical assets and liabilities.

Level 2 – Observable inputs other than Level 1, such as quoted prices for similar assets or liabilities; quoted prices in active markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 – Unobservable pricing inputs in which little or no market activity exists, therefore, requiring an entity to develop its own assumptions about the assumptions that market participants would use in pricing an asset or liability.

Fair values of assets and liabilities measured on a recurring basis at June 30, 2018 are as follows:

	<u>Level 1</u>	<u>Level 2</u>
Investments - Common Stock	\$ 164,461	
Beneficial interest in assets held by Gulf Coast Community Foundation		
Orchestra Sheet Music Fund		\$ 56,418
Conductor's Club Endowment Fund		53,559
Gulf Coast Symphony Endowment Fund		78,735

Fair values for investments in marketable securities are determined by reference to quoted market prices and other relevant information generated by market.

Investments held at Gulf Coast Community Foundation in pooled funds are valued at the net asset per unit as provided by Gulf Coast Community Foundation trustees. Net asset value is based on fair value of the underlying assets of the funds using quoted market prices when available.

NOTE 8 – SUBSEQUENT EVENTS

Events that occur after the Statement of Financial Position date but before the financial statements are available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the Statement of Financial Position date are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after date require disclosure in the accompanying notes.

Gulf Coast Symphony Orchestra, Inc.
Notes to the Financial Statements
For the Year Ended June 30, 2018

NOTE 8 – SUBSEQUENT EVENTS (Continued)

Management has evaluated the activity of the Symphony through October 12, 2018 (the date the financial statements were available to be issued) and determined that there are no material subsequent events that require disclosure in the notes to the financial statements.

Gulf Coast Symphony Orchestra, Inc.
Schedule of Functional Expenses
For the Year Ended June 30, 2018
(With Comparative Totals for 2017)

	Program Services	Admin	Fund Raising	2818 Total	2017 Total
Musicians and conductors	\$ 110,500	-	-	110,500	101,722
Special events	69,918	-	-	69,918	122,094
Salaries	59,742	27,990	-	87,732	85,000
Organizational expense	106,842	30,126	-	136,968	121,344
Office expense	17,052	8,046	-	25,098	32,736
Concert expense	17,083	-	-	17,083	14,174
Restricted investment fees	-	3,501	-	3,501	3,236
Guild operating expenses	-	-	23,286	23,286	50,122
Depreciation expense	2,312	-	-	2,312	2,312
Total	\$ <u>383,449</u>	<u>69,663</u>	<u>23,286</u>	<u>476,398</u>	<u>532,740</u>



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
City Council

Date: 12/12/2018

Subject: Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at the 2019 Martin Luther King Parade, and for related purposes.

Recommendation:

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT AT THE 2019 MARTIN LUTHER KING PARADE

WHEREAS, the Coast-wide annual Martin Luther King Parade will once again hit the streets of the Mississippi Gulf Coast in January of 2019; and

WHEREAS, the City of Gulfport receives advertising thru the advance advertising and press coverage afforded this annual event held in memory of the life and work of the late Rev. Dr. Martin Luther King, Jr.; 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 \$3,500.00 to the Gulf Coast Community Foundation for and on behalf of the Coast-wide Martin Luther King, Jr., Committee in support of the 2019 MLK Parade serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds, via special check if necessary, in the amount of Three Thousand Five Hundred Dollars

(\$3,500.00) payable to the Gulf Coast Community Foundation for an on behalf of the Coast-wide Martin Luther King, Jr., Committee to be used to advertise the 2019 MLK parade and the City of Gulfport.

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

Financial Statements

**Gulf Coast Community Foundation, Inc.
Gulfport, Mississippi**

**Year ended June 30, 2018
(With Summarized Financial Information
For the Year Ended June 30, 2017)**



CERTIFIED PUBLIC ACCOUNTANTS
A Professional Association

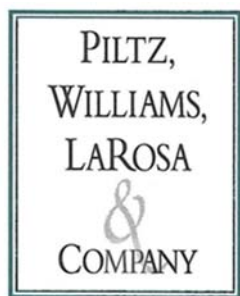
Gulf Coast Community Foundation, Inc.
Gulfport, Mississippi

Financial Statements

Year ended June 30, 2018
(With Summarized Financial Information
For the Year Ended June 30, 2017)

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A Professional Association

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Margaret D. Closson, CPA (Retired)
Stephen P. Theobald, CPA, CVA

Independent Auditors' Report

To the Board of Directors
Gulf Coast Community Foundation, Inc.
Gulfport, Mississippi

We have audited the accompanying financial statements of Gulf Coast Community Foundation, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2018, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

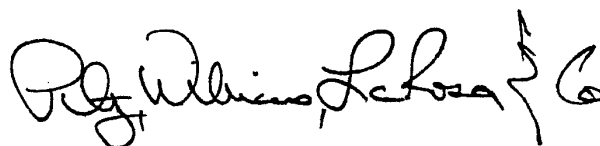
We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Gulf Coast Community Foundation, Inc. as of June 30, 2018 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Gulf Coast Community Foundation, Inc.'s 2017 financial statements, and we expressed an unmodified audit opinion on those financial statements in our report dated November 7, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017, is consistent, in all material respects, with the audited financial statements from which it has been derived.

A handwritten signature in black ink, appearing to read "P. J. Williams, CPA", with a stylized flourish at the end.

Certified Public Accountants

Biloxi, Mississippi
October 8, 2018

Gulf Coast Community Foundation, Inc.
Statements of Financial Position

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	June 30,	
	2018	2017
Assets		
Cash and cash equivalents	\$ 4,054,202	\$ 4,300,249
Investments, equity and debt securities	15,589,910	14,837,843
Assets held in charitable lead trust	353,120	383,421
Beneficial interest in charitable remainder unitrust	1,672,323	1,575,514
Investment in Gulf Coast Nonprofit Center	1,471,523	1,516,236
Accounts receivable, other	1,459	1,670
Property and equipment, net	7,072	8,032
Total assets	<u>\$ 23,149,609</u>	<u>\$ 22,622,965</u>
 Liabilities and Net Assets		
Liabilities		
Accounts payable	\$ 120,459	\$ 26,572
Grants payable	18,250	36,750
Payroll liabilities	5,902	4,232
Liability for agency relationships	4,091,662	3,705,746
Liability for split interest agreement	353,120	374,045
Total liabilities	<u>4,589,393</u>	<u>4,147,345</u>
 Net assets		
Unrestricted	12,063,887	11,727,923
Temporarily restricted	6,496,329	6,747,697
Total net assets	<u>18,560,216</u>	<u>18,475,620</u>
 Total liabilities and net assets	<u>\$ 23,149,609</u>	<u>\$ 22,622,965</u>

The accompanying notes are an integral part of the financial statements.

Statements of Activities

For the Year Ended June 30, 2018

(With Summarized Financial Information for the Year Ended June 30, 2017)

	Unrestricted	Temporarily Restricted	2018	2017
	Net Assets	Net Assets	Total	Total
Support and revenue				
Contributions	\$ 384,535	\$ 2,106,049	\$ 2,490,584	2,781,985
Fund raising income	67,917	-	67,917	81,161
Administrative fees, net	43,144	-	43,144	34,391
Interest and dividends	209,300	81,309	290,609	257,276
Realized/unrealized gain	325,931	147,951	473,882	1,060,349
Change in value of split-interest agreements	96,809	-	96,809	176,925
Decrease in equity of unconsolidated non-profit entity	(44,713)	-	(44,713)	(36,602)
Amortization of discounts	-	(2,801)	(2,801)	1,208
Other income	1,584	(20)	1,564	2,916
Net assets released from restrictions	2,583,856	(2,583,856)	-	-
Total support and revenue	<u>3,668,363</u>	<u>(251,368)</u>	<u>3,416,995</u>	<u>4,359,609</u>
Expenses				
Program services:				
Grants	2,330,448	-	2,330,448	3,146,818
General and administrative	737,683	-	737,683	648,914
Support services:				
General and administrative	243,411	-	243,411	246,363
Fundraising	20,857	-	20,857	28,927
Total expenses	<u>3,332,399</u>	<u>-</u>	<u>3,332,399</u>	<u>4,071,022</u>
Changes in net assets	335,964	(251,368)	84,596	288,587
Net assets, beginning of year	<u>11,727,923</u>	<u>6,747,697</u>	<u>18,475,620</u>	<u>18,187,033</u>
Net assets, end of year	<u>\$ 12,063,887</u>	<u>\$ 6,496,329</u>	<u>\$ 18,560,216</u>	<u>\$ 18,475,620</u>

The accompanying notes are an integral part of the financial statements.

Gulf Coast Community Foundation, Inc.

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Statements of Functional Expenses

For the Year Ended June 30, 2018

(With Summarized Financial Information for the Year Ended June 30, 2017)

	Program Services	Admini- strative	Fundraising	2018 Total	2017 Total
Personnel					
Salaries	\$ 247,621	\$ 81,731	\$ 7,516	\$ 336,868	\$ 315,392
Employee benefits	31,564	10,418	958	42,940	40,746
Payroll taxes	18,652	6,156	566	25,374	25,146
Totals	<u>297,837</u>	<u>98,305</u>	<u>9,040</u>	<u>405,182</u>	<u>381,284</u>
Other					
Grants and allocations	2,330,448	-	-	2,330,448	3,146,818
Fundraising	-	-	10,022	10,022	20,998
Professional fees	211,847	33,223	-	245,070	127,895
Advertising	200	-	-	200	1,140
Brokerage fees	-	90,585	-	90,585	88,370
Computer	15,578	4,583	421	20,582	23,240
Consulting fees	76,488	2,564	236	79,288	121,670
Depreciation	-	1,776	-	1,776	1,411
Dues and subscriptions	7,915	2,072	191	10,178	8,360
Telephone	4,637	1,035	95	5,767	6,625
Postage	1,214	385	35	1,634	1,847
Rent/lease	12,518	2,965	273	15,756	28,656
Office supplies and expense	20,157	935	86	21,178	24,932
Printing and publications	4,987	56	5	5,048	7,745
Travel and meetings	75,127	1,988	183	77,298	63,555
Insurance	5,439	1,795	165	7,399	7,602
Miscellaneous	3,739	1,144	105	4,988	8,874
Totals	<u>2,770,294</u>	<u>145,106</u>	<u>11,817</u>	<u>2,927,217</u>	<u>3,689,738</u>
Total expenses	<u>\$ 3,068,131</u>	<u>\$ 243,411</u>	<u>\$ 20,857</u>	<u>\$ 3,332,399</u>	<u>\$ 4,071,022</u>

The accompanying notes are an integral part of the financial statements.

Gulf Coast Community Foundation, Inc.
Statements of Cash Flows

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	Year Ended June 30,	
	2018	2017
Cash flows from operating activities		
Increase (decrease) in net assets	\$ 84,596	\$ 288,587
Adjustments to reconcile increase in net assets to net cash used in operating activities:		
Depreciation expense	1,776	1,411
Amortization of discount on split-interest agreement	2,801	(1,208)
Realized and unrealized loss (gain) on investments	(473,882)	(1,060,349)
(Increase) decrease in operating assets:		
Assets held in charitable lead trust	30,301	19,871
Beneficial interest in remainder trust	(96,809)	(176,925)
Interest in unconsolidated non-profit entity	44,713	36,602
Accounts receivable - other	211	(218)
Increase (decrease) in operating liabilities:		
Payroll taxes payable	1,670	(9,767)
Liability for agency relationships	385,916	620,871
Liability for split interest agreement	(20,925)	(11,079)
Grants payable	(18,500)	10,706
Accounts payable	93,887	15,057
Net cash provided by (used in) operating activities	<u>35,755</u>	<u>(266,441)</u>
Cash flows from investing activities		
Additions to fixed assets	(816)	(1,551)
Investment purchases, net of redemptions	(280,986)	738,803
Net cash provided by (used in) investing activities	<u>(281,802)</u>	<u>737,252</u>
Net increase (decrease) in cash and cash equivalents	(246,047)	470,811
Cash and cash equivalents, beginning of year	<u>4,300,249</u>	<u>3,829,438</u>
Cash and cash equivalents, end of year	<u><u>\$ 4,054,202</u></u>	<u><u>\$ 4,300,249</u></u>

The accompanying notes are an integral part of the financial statements.

Gulf Coast Community Foundation, Inc.
Notes to Financial Statements
June 30, 2018 and 2017

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Note 1 – Summary of Significant Accounting Policies

Organization – The Gulf Coast Community Foundation, Inc. (the Foundation) is a Mississippi nonprofit corporation chartered on October 5, 1989. It is operated exclusively for public charitable uses and purposes, including, but not limited to, all charitable, scientific, literary, educational, cultural, and civic purposes that most effectively serve the needs and interests of the Mississippi Gulf Coast community. The Foundation administers funds contributed or bequeathed to it by individuals, other agencies, corporations, and other sources for the benefit of the Mississippi Gulf Coast in a manner consistent with donors' interests.

Basis of accounting – The financial statements of the Foundation have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables, and other liabilities.

Financial statement presentation – The Foundation reports information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted, and permanently restricted. A description of these classes is as follows:

Temporarily restricted - funds with donor-imposed purpose restrictions which have not been met and trust activity for which the ultimate purpose of the proceeds is not permanently restricted.

Permanently restricted - funds with donor restrictions that the corpus be invested in perpetuity and only the income be made available in accordance with donor restrictions.

Unrestricted - all other net assets, including board-designated or appropriated amounts.

Amounts held for others under agency transactions – If a not-for-profit organization establishes a fund at the Foundation with its own funds and specifies itself as the beneficiary of that fund, the community foundation must account for the transfer of such assets as a liability. The Foundation refers to such funds as “liability for agency relationships.”

Cash and cash equivalents – For purposes of the statements of cash flows, the Foundation considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Income taxes – The Foundation is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Similar provisions are available under the Mississippi Code for exemption from state income taxes. Management has evaluated the Foundation's tax positions and believes there are no uncertain tax positions requiring disclosure.

Property and equipment – Property and equipment are stated at cost if purchased, or at fair market value if contributed. Depreciation is provided using the straight-line method over the estimated useful lives of the assets. Additions and betterments of \$500 or more are capitalized, while maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed currently.

Notes to Financial Statements

June 30, 2018 and 2017

(Continued)

Grants payable – Grants payable represents amounts due to fund beneficiaries that have been approved by the board and should be paid within the next twelve months.

Estimates – Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from those estimates.

Functional allocation of expenses – The costs of providing the various programs and activities have been summarized on a functional basis in the statements of functional expenses. Accordingly, certain costs have been allocated among the program and supporting services benefited.

Summarized financial information – The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Foundation's financial statements for the year ended June 30, 2017, from which the summarized information was derived.

Note 2 – Investments, Equity and Debt Securities

Investments are carried at fair value, and net realized and unrealized gains and losses are reflected in the statements of activities. The investments' cost, market value, and realized and unrealized gains were as follows for the years ending:

	June 30, 2018		June 30, 2017	
	Cost/ Donated Value	Market Value	Cost/ Donated Value	Market Value
Equity mutual funds	\$ 7,647,171	\$ 9,938,729	\$ 7,087,088	\$ 9,330,036
Government bonds	2,429,852	2,377,054	2,214,332	2,270,697
Corporate bonds	3,345,867	3,274,127	3,218,078	3,237,110
Totals	<u>\$ 13,422,890</u>	<u>\$ 15,589,910</u>	<u>\$ 12,519,498</u>	<u>\$ 14,837,843</u>
Excess of market over cost, end of year		\$ 2,167,020		\$ 2,318,345
Excess of market over cost, beginning of year		2,318,345		1,194,798
Unrealized gain (loss) for the year		(151,325)		1,123,547
Allocated to liability for agency funds		(56,915)		246,185
Allocated to Foundation net assets		(94,410)		877,362
Realized gain for the year		568,292		182,987
Net realized and unrealized gain (loss) on investments		<u>\$ 473,882</u>		<u>\$ 1,060,349</u>

Notes to Financial Statements

June 30, 2018 and 2017

(Continued)

Note 3 - Charitable Lead Trust

On August 29, 1997, a donor established a charitable lead trust naming the Foundation as the trustee and co-beneficiary. Under terms of the split-interest agreement, the Foundation is to receive \$10,000 annually for twenty years for its unrestricted use, and the Catholic Diocese of Biloxi is to receive \$50,000 annually for the same period. At the expiration of the twenty years, the trust is to terminate and the remaining trust assets are to be distributed to others as specified in the trust agreement. Using a 6.65% discount rate, the present value of future benefits expected to be received by the Foundation was estimated to be \$107,317, which was reported in 1997 as a temporarily restricted contribution. Each year, the Foundation recognizes temporarily restricted revenue for the amortization of the present value discount. The Foundation recognized amortization of the discount on the estimated present value of future benefits of \$(2,801) and \$1,208 for the years ending June 30, 2018 and 2017, respectively.

Assets held under this agreement are recorded at market value and are reflected on the statement of financial position of the Foundation as of June 30, 2018 and 2017 in the amount of \$353,120 and \$383,421, respectively. The present value of the remainder interest of this trust as of June 30, 2018 and 2017 is reported on the statement of financial position as a liability in the amount of \$353,120 and \$374,045, respectively. This liability is adjusted during the term of the split-interest agreement for changes in the fair value of the assets and the amortization of the discount.

Note 4 - Charitable Remainder Unitrust

During 2003, a donor established a charitable remainder unitrust with a local third party investment advisory firm. The charitable remainder unitrust provides for distributions to the grantor or other designated beneficiaries over the life of the unitrust (usually the designated beneficiary's lifetime). Upon the death of the designated beneficiary, the remaining unitrust assets will be distributed to the Foundation in satisfaction of its charitable remainder interest. The present value of the unitrust attributable to the future benefits to be received by the Foundation is recorded in the statement of financial position as of June 30, 2018 and 2017 in the amount of \$1,672,323 and \$1,575,514, respectively. On an annual basis, the Foundation will revalue the remainder interest based on applicable mortality tables and current market conditions.

Note 5 - Investment in Gulf Coast Non-Profit Center

The Foundation acquired a 30% equity interest in the Gulf Coast Non-Profit Center, Inc. for \$2,000,000 on June 12, 2008. The Center leases space to non-profit organizations on the Mississippi Gulf Coast at below market price in order to increase their capacity to serve the community. The Center is a 501(c)(25) organization with the United Way of South Mississippi (20%), the Gulf Coast Business Council Research Foundation (30%), the Gulf Coast Community Foundation (30%), and the Mississippi Gulf Coast Chamber of Commerce Foundation (20%) as its members. The facility is operating with a high occupancy rate as of the date of this report, but declines in that occupancy rate could lead to a higher rate of rent for the equity members or a need for capital contributions by the equity members. It is the policy of the Foundation to account for this investment under the equity method of accounting.

Gulf Coast Community Foundation, Inc.
Notes to Financial Statements
June 30, 2018 and 2017
(Continued)

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The following summarized financial information of the Gulf Coast Non-Profit Center, Inc. is being presented using the calendar year end of the entity:

	December 31,			Year Ended December 31,	
	2017	2016		2017	2016
Assets	\$4,413,947	\$4,562,946	Revenues	\$ 681,248	\$ 694,720
Liabilities	(20,541)	(20,498)	Expenses	(830,290)	(816,728)
Equity	<u>\$4,393,406</u>	<u>\$4,542,448</u>	Changes in equity	<u>\$ (149,042)</u>	<u>\$ (122,008)</u>

Note 6 - Risks and Uncertainties

The Foundation maintains cash balances at financial institutions which at times may exceed the federally insured limit of \$250,000. The Foundation also maintains money market accounts at investment institutions that are not insured by the FDIC. Total uninsured balances at June 30, 2018 and 2017 were \$3,360,962 and \$3,558,621, respectively. The Foundation has not experienced any such losses and does not believe that it is exposed to any significant credit risk on these deposits.

Investment securities are exposed to various market and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in net values of investment securities will occur in the near term and those changes could materially affect the amounts reported in the statements of financial position.

Note 7 – Fair Value Measurements

ASC 820, *Fair Value Measurements and Disclosures*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. ASC 820 also establishes a framework for measuring fair value and expands disclosures about fair value measurements. The fair value hierarchy established in ASC 820 prioritizes the inputs used in valuation techniques into three levels as follows:

- 1 Level 1 – inputs are quoted prices in active markets for identical assets or liabilities;
- 2 Level 2 – inputs are other than quoted prices included within level 1 that are observable for the asset or liability, either directly or indirectly; and
- 3 Level 3 – inputs are unobservable for the assets or liability.

Gulf Coast Community Foundation, Inc.
Notes to Financial Statements
June 30, 2018 and 2017
(Continued)

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Fair values of assets measured on a recurring basis at June 30, 2018 and 2017 are as follows:

	Market	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
June 30, 2018	Value		
Investments, equity and debt securities			
Equity mutual funds	\$ 9,938,729	\$ 9,938,729	\$ -
Government bonds	2,377,054	2,377,054	-
Corporate bonds	3,274,127	3,274,127	-
Total investments	<u>\$ 15,589,910</u>	<u>\$ 15,589,910</u>	<u>\$ -</u>
Assets held in charitable lead trust	<u>\$ 353,120</u>	<u>\$ 353,120</u>	<u>\$ -</u>
Beneficial interest in charitable remainder unitrust	<u>\$ 1,672,323</u>	<u>\$ -</u>	<u>\$ 1,672,323</u>
June 30, 2017			
Investments, equity and debt securities			
Equity mutual funds	\$ 9,330,036	\$ 9,330,036	\$ -
Government bonds	2,270,697	2,270,697	-
Corporate bonds	3,237,110	3,237,110	-
Total investments	<u>\$ 14,837,843</u>	<u>\$ 14,837,843</u>	<u>\$ -</u>
Assets held in charitable lead trust	<u>\$ 383,421</u>	<u>\$ 383,421</u>	<u>\$ -</u>
Beneficial interest in charitable remainder unitrust	<u>\$ 1,575,514</u>	<u>\$ -</u>	<u>\$ 1,575,514</u>

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The Foundation had no assets or liabilities valued using Level 3 inputs. The following is a description of the methodologies used for assets measured at fair value.

Investments, equity and debt securities and Assets held in Charitable Lead Trust: Valued at the closing price reported on the active market on which the individual securities are traded.

Beneficial interest in charitable remainder unitrust: Valued at the present value of future benefits to be received.

Notes to Financial Statements

June 30, 2018 and 2017

(Continued)

Note 8 - Property and Equipment

Depreciation expense for the periods ended June 30, 2018 and 2017 was \$1,776 and \$1,411, respectively. A summary of property and equipment follows:

	June 30,	
	2018	2017
Computer equipment	\$ 53,127	\$ 52,311
Software	20,000	20,000
Leashold Improvements	3,550	3,550
Office furniture	3,179	3,179
Net property and equipment	79,856	79,040
Less accumulated depreciation	72,784	71,008
Totals	<u>\$ 7,072</u>	<u>\$ 8,032</u>

Note 9 - Liability for Agency Relationships

The Foundation maintained agency funds for the years ended June 30, 2018 and 2017 which are reported on the Statement of Financial Position as a liability. Agency funds are categorized by the Foundation into the following fund types:

	June 30,	
	2018	2017
Healthcare	\$2,905,382	\$ 2,791,453
Field of interest	188,212	179,969
Designated	445,578	204,335
Scholarship & education programs	503,650	483,129
Organization's operation	48,840	46,860
Totals	<u>\$ 4,091,662</u>	<u>\$ 3,705,746</u>

Note 10 – Temporarily Restricted Net Assets

Temporarily restricted net assets available have been categorized as follows:

	June 30,	
	2018	2017
Donor-advised	\$ 114,613	\$ 8,115
Designated	3,706,014	3,808,287
Employee assistance	452,909	364,655
Field of interest	207,463	190,892
Scholarship & education programs	1,993,007	1,998,967
Fiscal Agent	22,323	303,781
Totals	<u>\$ 6,496,329</u>	<u>\$ 6,674,697</u>

Note 11 – Related Party Leases

The Foundation rents office and storage space from the Gulf Coast Nonprofit Center (see Note 5). Both leases are for a period of 12 months and are renewed annually. Related party rent expense for the years ended June 30, 2018 and 2017 amounted to \$12,224 and \$15,280, respectively. Additional amounts included in rent expense on the statements of functional expenses are rents paid on behalf of fiscal sponsorship funds.

Notes to Financial Statements

June 30, 2018 and 2017

(Continued)

Note 12 – Endowment Funds

Effective July 1, 2012 the State of Mississippi enacted the Uniform Prudent Management of Institutional Funds Act “UPMIFA”. The Foundation interprets the current state law regarding the treatment of endowments as the preservation of purchasing power and prudent expenditure of endowment funds and related appreciation.

The Board of Directors has determined that the majority of the Foundation’s contributions are subject to the terms of its governing documents. Certain contributions are received subject to other gift instruments, or are subject to specific agreements with the Foundation. Under the terms of the Foundation’s governing documents, the Board of Directors has the ability to distribute so much of the original principal of any trust or separate gift, devise, bequest, or fund as the Board in its sole discretion shall determine. As a result of the ability to distribute the principal, all contributions not classified as temporarily restricted or permanently restricted are classified as unrestricted net assets for financial statement purposes.

Endowment investment and spending policies - The Foundation has adopted investment and spending policies, approved by the Board of Directors, for endowment assets. The intent of the Foundation is to keep the corpus intact with the income and/or capital gains expended in keeping with the purpose of the Foundation. The objective is to grow the portfolio in parity with the inflation-adjusted target spending. The Foundation targets a diversified asset allocation that places an emphasis on equity-based investments and bond investments to achieve its long-term objectives within prudent risk parameters.

The spending policy calculates the amount of money annually distributed from the Foundation’s various endowed funds, for program services and administration. The current spending policy is to distribute an amount of 4% of the fair value of the endowment funds as of the beginning of each fiscal year. Accordingly, over the long term, the Foundation expects its current spending policy to allow its endowment assets to grow and allow the Foundation to collect an administrative fee for maintaining the funds. This is consistent with the Foundation’s objective to maintain the purchasing power of endowment assets as well as to provide additional real growth through investment return.

Endowment net asset composition by type of fund as of June 30, 2018 is as follows:

	Unrestricted	Temporarily Restricted	Total
Undesignated endowment funds	\$ 100,145	\$ -	\$ 100,145
Donor-restricted endowment funds			
Designated	-	21,701	21,701
Employee Assistance	-	452,909	452,909
Scholarship	-	1,978,159	1,978,159
Unrestricted board designated funds			
Designated	1,720,987	-	1,720,987
Donor-advised	2,677,312	-	2,677,312
Field of interest	4,386,885	-	4,386,885
Scholarship	1,000,502	-	1,000,502
Total funds	<u>\$ 9,885,831</u>	<u>\$ 2,452,769</u>	<u>\$ 12,338,600</u>

Gulf Coast Community Foundation, Inc.
Notes to Financial Statements
June 30, 2018 and 2017
(Continued)

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Changes in endowment net assets as of June 30, 2018 are as follows:

	Unrestricted	Temporarily Restricted	Total Net Endowment Assets
Endowment net assets, beginning of year	\$ 9,504,357	\$ 2,381,717	\$ 11,886,074
Contributions	277,963	129,526	407,489
Investment income	176,071	48,319	224,390
Net appreciation (depreciation)	422,740	82,404	505,144
Amounts appropriated for expenditure	(495,300)	(189,197)	(684,497)
Endowment net assets, end of year	<u>\$ 9,885,831</u>	<u>\$ 2,452,769</u>	<u>\$ 12,338,600</u>

Endowment net asset composition by type of fund as of June 30, 2017 is as follows:

	Unrestricted	Temporarily Restricted	Total
Donor-restricted endowment funds			
Designated	\$ -	\$ 22,236	\$ 22,236
Employee Assistance	-	364,655	364,655
Scholarship	-	1,994,826	1,994,826
Unrestricted board designated funds			
Designated	1,665,708	-	1,665,708
Donor-advised	2,555,387	-	2,555,387
Field of interest	4,261,062	-	4,261,062
Scholarship	1,022,200	-	1,022,200
Total funds	<u>\$ 9,504,357</u>	<u>\$ 2,381,717</u>	<u>\$ 11,886,074</u>

Changes in endowment net assets as of June 30, 2017 are as follows:

	Unrestricted	Temporarily Restricted	Total Net Endowment Assets
Endowment net assets, beginning of year	\$ 8,657,380	\$ 3,157,735	\$ 11,815,115
Contributions	184,864	390,111	574,975
Investment income	156,976	51,274	208,250
Net appreciation (depreciation)	892,480	187,009	1,079,489
Amounts appropriated for expenditure	(387,343)	(1,404,412)	(1,791,755)
Endowment net assets, end of year	<u>\$ 9,504,357</u>	<u>\$ 2,381,717</u>	<u>\$ 11,886,074</u>

Gulf Coast Community Foundation, Inc.
Notes to Financial Statements
June 30, 2018 and 2017
(Continued)

15

Note 13 – Defined Contribution Retirement Plan

The Foundation adopted a resolution effective February 24, 2015, approving the establishment of a tax deferred investment plan under Internal Revenue Code Section 408(p). Employees are eligible to participate in the Plan when they have met service requirements. The Plan is a pre-tax elective deferral plan, commonly known as a Simple IRA. The elective deferral limit for the current year was \$12,500 plus the \$3,000 catch up provision for employees 50 or older. The Foundation may elect to match participants' pre-tax deferrals on a dollar-for-dollar basis up to 3% (but not less than 1%) of eligible compensation for any year. The Foundation may contribute less than a 3% match (but not less than 1%) in no more than two out of every five years. In lieu of matching contributions, the Foundation may elect to make a non-elective contribution of 2% of each eligible employee's compensation. Employees are immediately vested in all contributions. Employer contributions of \$8,816 and \$6,813 are included in employee benefits expense for June 30, 2018 and 2017, respectively.

Note 14 – Distribution of Assets

By Agreement dated November 3, 2005, The O'Keefe Foundation ("TOF") transferred TOF's assets to GCCF, which assets GCCF agreed to invest, manage, and utilize for charitable purposes. In the Agreement, TOF retained the right to have any remaining assets returned to TOF. TOF exercised its option on November 16, 2016; and the assets were transferred on December 16, 2016. The distribution is included in grants and allocations on the Statements of Functional Expenses.

Note 15 - Subsequent Events

Management has evaluated subsequent events through October 8, 2018, the date on which the financial statements were available to be issued.

The Foundation experienced two large cash receipts subsequent to year end. The first was a gift from the Mississippi Power Company in the amount of \$3,000,000 to establish the Low-Income Energy Assistance Fund. The second, was a settlement from BP in the amount of \$425,000 used to establish the BP Settlement Fund.



Memorandum

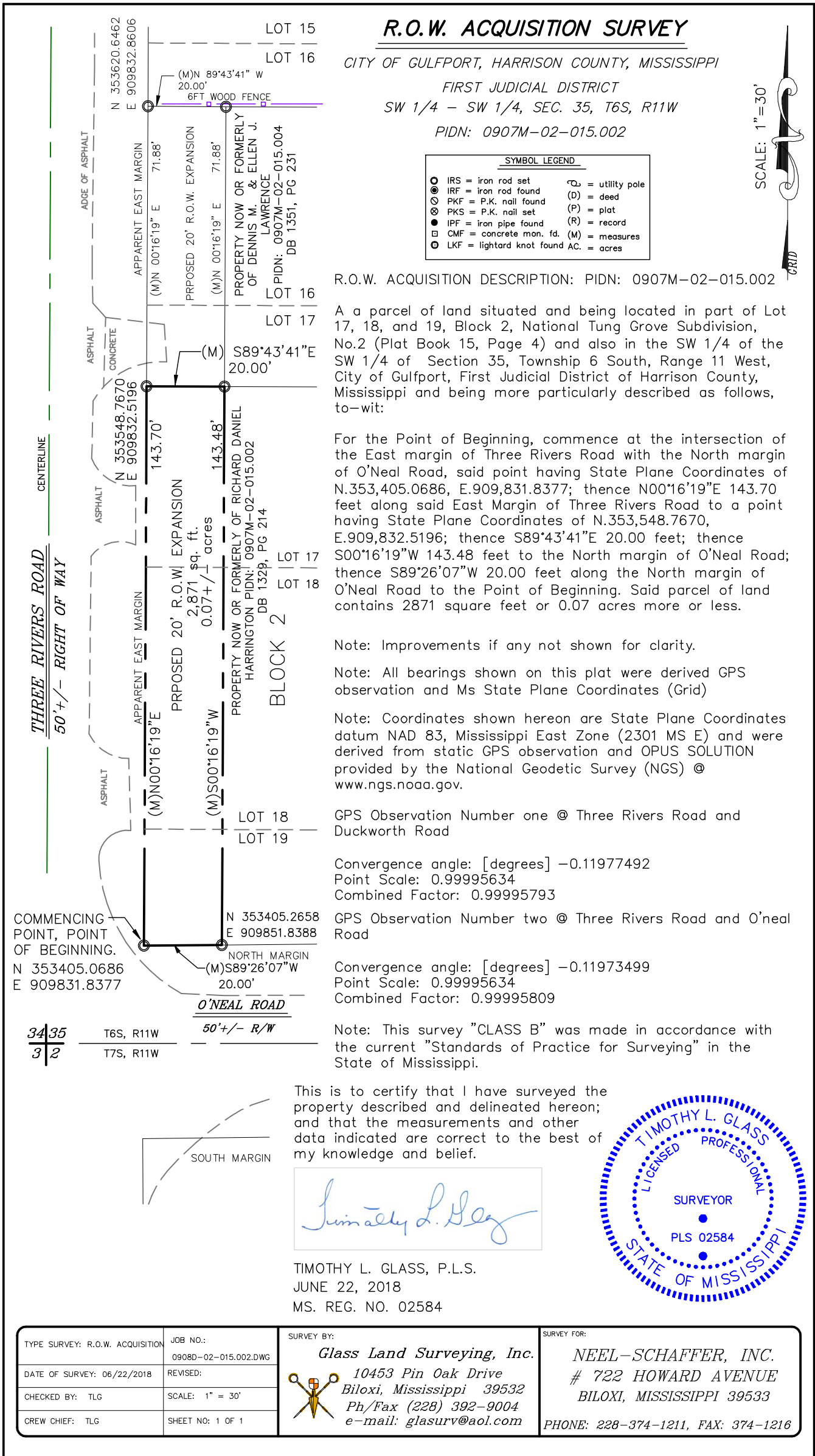
To: Mayor Billy Hewes and
Gulfport City Council

From: Dustin Uselton, Assistant Attorney
Engineering

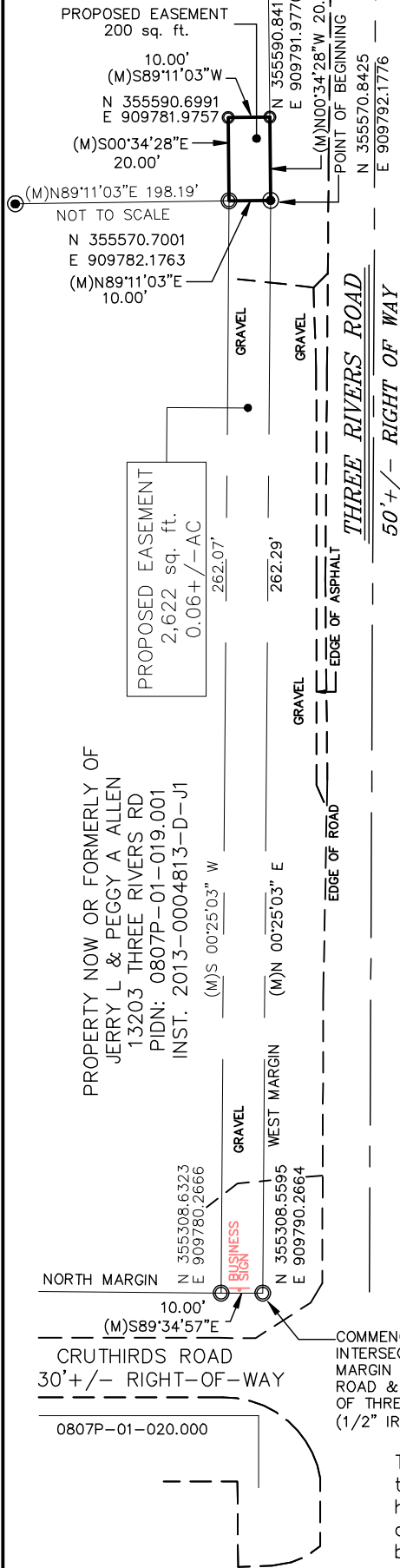
Date: 12/11/2018

Subject: Resolution - authorizing negotiations to acquire real property interests and easements and to do any acts necessary and legal, including prosecution in Special Court of Eminent Domain, to obtain title for the City under Miss. Code Ann. § 11-27-81, Et Seq., and, if necessary, to expedite the "Three Rivers – Duckworth Road Sewer Project", to authorize special checks to acquire the property interests stated herein, and for related purposes.

Recommendation:



PROPERTY NOW OR FORMERLY OF
HARRISON FINANCE COMPANY
13229 THREE RIVERS RD
PIDN: 0807P-01-019.000
INST. 2014-0006577-D-J1



Note: This survey "CLASS B" was made in accordance with the current "Standards of Practice for Surveying" in the State of Mississippi.

Timothy L. Glass

TIMOTHY L. GLASS, P.L.S.
JANUARY 20, 2018
MS. REG. NO. 02584

EASEMENT SURVEY

CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

FIRST JUDICIAL DISTRICT

NE 1/4 - SE 1/4, SEC. 34, T6S, R11W

SYMBOL LEGEND

- | | |
|-----------------------------|------------------|
| ● IRS = iron rod set | ⊕ = utility pole |
| ⊙ IRF = iron rod found | (D) = deed |
| ⊗ PKF = P.K. nail found | (P) = plat |
| ⊗ PKS = P.K. nail set | (R) = record |
| ● IPF = iron pipe found | (M) = measures |
| ⊞ CMF = concrete mon. fd. | AC = acres |
| ⊞ LKF = lightard knot found | |

EASEMENT DESCRIPTION: PIDN: 0807P-01-019.000

A easement situated and being located in the NE 1/4 of the SE 1/4 of Section 34, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

Commence at the intersection of the East margin of Three Rivers Road with the North margin of Cruthirds Road, said point having State Plane Coordinates of N.355308.5595, E.909790.2664; thence N00°25'03"E 262.29 feet along said East Margin of Three Rivers Road to the Point of Beginning, having State Plane Coordinates of N.355570.8425, E.909792.1776; thence continue along said East margin N00°34'28"W 20.00 feet; thence S89°11'03"W 10.00 feet; thence S00°34'28"E 20.00 feet to a point having State Plane Coordinates of N.355570.7001, E.909782.1763; thence N89°11'03"E 10.00 feet to the Point of Beginning. Said parcel of land contains 200 square feet more or less.

Note: Improvements if any not shown for clarity.

Note: All bearings shown on this plat were derived GPS observation and Ms State Plane Coordinates (Grid)

Note: Coordinates shown hereon are State Plane Coordinates datum NAD 83, Mississippi East Zone (2301 MS E) and were derived from static GPS observation and OPUS SOLUTION provided by the National Geodetic Survey (NGS) @ www.ngs.noaa.gov.

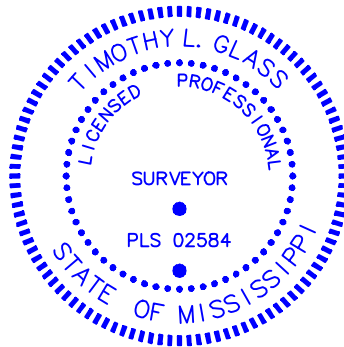
GPS Observation Number one @ Three Rivers Road and Duckworth Road

Convergence angle: [degrees] -0.11977492
Point Scale: 0.99995634
Combined Factor: 0.99995793

GPS Observation Number two @ Three Rivers Road and O'neal Road

Convergence angle: [degrees] -0.11973499
Point Scale: 0.99995634
Combined Factor: 0.99995809

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



TYPE SURVEY: EASEMENT	JOB NO.: 0807P-01-019.000.DWG	SURVEY BY: Glass Land Surveying, Inc.	SURVEY FOR: NEEL-SCHAFFER, INC.
DATE OF SURVEY: 01/20/2018	REVISED:	10453 Pin Oak Drive	# 722 HOWARD AVENUE
CHECKED BY: TLG	SCALE: 1" = 40'	Biloxi, Mississippi 39532	BILOXI, MISSISSIPPI 39533
CREW CHIEF: TLG	SHEET NO: 1 OF 1	Ph/Fax (228) 392-9004	PHONE: 228-374-1211, FAX: 374-1216
		e-mail: glasurv@aol.com	

EASEMENT SURVEY

CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT
SW 1/4, SEC. 35, T6S, R11W

SYMBOL LEGEND

- IRS = iron rod set
- IRF = iron rod found
- PKF = P.K. nail found
- PKS = P.K. nail set
- IPF = iron pipe found
- CMF = concrete mon. fd.
- LKF = lightard knot found
- utility pole
- (D) = deed
- (P) = plat
- (R) = record
- (M) = measures
- AC. = acres

SCALE: 1"=30'

EASEMENT DESCRIPTION: PIDN: 0907M-02-020.002

A easement situated and being located in the West 147 of South 21 feet of Lot 14 and Lot 15, Block 1, National Tung Grove Subdivision, No.2 (Plat Book 15, Page 4) and also in the W 1/2 of the SW 1/4 of Section 35, Township 6 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

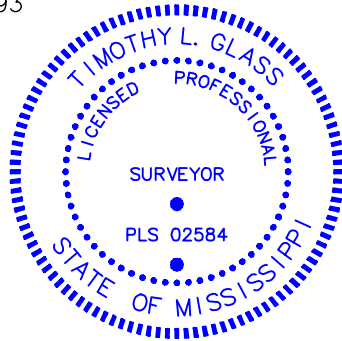
For the Point of Beginning, Commencing at a concrete monument found located at the apparent Southwest corner of said Lot 15, said point having State Plane Coordinates of N.354917.416, E.909839.0141; thence N00°07'34"E 88.24 feet along said East Margin of Three Rivers Road; thence S89°52'26"E 15.00 feet, said point have State Plane Coordinates of 355005.6212, E.909854.2081;thence S00°07'34"W 88.24 feet; thence N89°52'26"W 15.00 feet to the Point of Beginning. Said parcel of land contains 1324 square feet or 0.03 acres more or less.

Note: All bearings shown on this plat were derived GPS observation and Ms State Plane Coordinates (Grid).

Note: Coordinates shown hereon are State Plane Coordinates datum NAD 83, Mississippi East Zone (2301 MS E) and were derived from static GPS observation and OPUS SOLUTION provided by the National Geodetic Survey (NGS) @ www.ngs.noaa.gov.

GPS Observation Number one @ Three Rivers Road and Duckworth Road

Convergence angle: [degrees] -0.11977492
Point Scale: 0.99995634
Combined Factor: 0.99995793



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

Timothy L. Glass

TIMOTHY L. GLASS, P.L.S.
JANUARY 20, 2018
MS REG. # 02584

Note: This survey "CLASS B" was made in accordance with the current "Standards of Practice for Surveying" in the State of Mississippi.

TYPE SURVEY: EASEMENT	JOB NO.: 0908D-01-020.002.DWG	SURVEY BY: <i>Glass Land Surveying, Inc.</i>	SURVEY FOR: <i>NEEL-SCHAFFER, INC.</i>
DATE OF SURVEY: 01/20/2018	REVISED:	10453 Pin Oak Drive	# 722 HOWARD AVENUE
CHECKED BY: TLG	SCALE: 1" = 30'	Biloxi, Mississippi 39532	BILOXI, MISSISSIPPI 39533
CREW CHIEF: TLG	SHEET NO: 1 OF 1	Ph/Fax (228) 392-9004	PHONE: 228-374-1211, FAX: 374-1216
		e-mail: glasurv@aol.com	

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

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE
NEGOTIATIONS TO ACQUIRE REAL PROPERTY INTERESTS AND EASEMENTS
AND TO DO ANY ACTS NECESSARY AND LEGAL, INCLUDING PROSECUTION IN
SPECIAL COURT OF EMINENT DOMAIN, TO OBTAIN TITLE FOR THE CITY
UNDER MISS. CODE ANN. SEC. 11-27-81, ET SEQ., AND, IF NECESSARY, TO
EXPEDITE THE “THREE RIVERS – DUCKWORTH ROAD SEWER PROJECT”, TO
AUTHORIZE SPECIAL CHECKS TO ACQUIRE THE PROPERTY INTERESTS
STATED HEREIN, AND FOR RELATED PURPOSES**

WHEREAS, the City desires to take over right of way maintenance and install required utilities in the area of Three Rivers Road and Duckworth Road; and

WHEREAS, in order to complete this Project, the City must acquire real property interests and utility easements along Three Rivers Road and Duckworth Road; and

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

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

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

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

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

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

SECTION 2. That the City Attorney's Office be, and is hereby authorized to negotiate for acquisition of easements and rights-of-way, and to offer on behalf of the City of Gulfport to pay just compensation and damages, if any, in the amount of the appraised fair market value, according to the City's retained appraisers or negotiated sums to the owners and interested parties, as follows:

Tax Parcel Number: 0907M-02-015.002. Ownership: Richard Harrington, or record title holder, their successors, assigns, and any other interested parties, as their interests may appear, the total sum for acquisition of a permanent right of way according to survey and description attached hereto as "Exhibit A" at the appraised value of \$7,742.00;

Tax Parcel Number: 0807P-01-019.000. Ownership: Ashley and Tierre Gramma, or record title holder, their successors, assigns, and any other interested parties, as their interests may appear, the total sum for acquisition of a permanent right of way according to survey and description attached hereto as "Exhibit B" at the appraised value of \$676.00;

Tax Parcel Number: 0907M-02-020.002. Ownership: Henry and Ruth Bosarge, or record title holder, their successors, assigns, and any other interested parties, as their interests may appear, the total sum for acquisition of a permanent right of way according to survey and description attached hereto as "Exhibit C" at the appraised value of \$2,431.00;

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

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

SECTION 5. Further, it is hereby declared that the City of Gulfport, the property owners and the general public shall suffer irreparable harm and delay by exercising the right to condemn the subject property interests pursuant exclusively to the provisions of Miss. Code Ann. §11-27-1 through §11-27-51 as a result of which the City of Gulfport finds and resolves that the City should exercise its rights of immediate title, entry and possession as authorized by Miss. Code Ann. §11-27-81 through §11-27-91, and in such case the City of Gulfport shall be and hereby is authorized to issue “special checks” to the Court Clerk for prepaid deposits and any amounts which may be required to be deposited in accordance with the procedure and provisions set forth in Miss. Code Ann. Section 11-27-85 and to pay the Court appointed independent appraiser as may be ordered by the Court, and for the Court appointed appraiser’s fees not to exceed \$1,000.00, unless otherwise ordered by the Court, as allowed in Miss. Code Ann. Section 11-27-89.

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

SECTION 7. This Resolution shall take full force and effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 12/06/2018

Subject: Request - authorization to Advertise for Bids for Downtown Streetscape Improvements
Project - Phase 3B.

Recommendation:

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Linda Elias, Finance

Wayne Miller, P.E., Public Works

From: Kris Riemann, P.E.

RKR

Date: 12/5/18

Re: Request Authority to Advertise for Bids

- Downtown Streetscape Improvements Project, Phase 3-B

I request authority to advertise for bids for the referenced project, with bids to be received on January 24, 2019. Attached is a copy of the Advertisement for Bids.

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

The project is funded through the Mississippi Development Authority(MDA) by a Community Development Block Grant. The dates of this advertisement are subject to the review and approval of MDA. The firm of Brown, Mitchell and Alexander, Inc. has completed the Engineering design and will oversee the inspection.

Please place this item on the December 18, 2018 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments: 1. Advertisement

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

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the Downtown Streetscape Improvements Project, Phase III-B will be received by the City of Gulfport, at the office of the Procurement Department located at 1410 24th Avenue, Hardy Building, 2nd Floor, Gulfport, MS 39501 until **10:00 a.m. local time on January 24, 2019** at which time the Bids received will be publicly opened and read. The Project consist of demolition of existing sidewalks, construction of new sidewalks, irrigation and landscaping.

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

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

Bidding documents are being made available via paper copy or pdf for a charge of \$150.00 (hard copy) or \$75.00 (CD). Plan holders are required to log-in or register for an account at www.bmaprojects.com to view and order Bidding Documents. All plan holders are required to have a valid email address for registration. The cost for the bidding documents is non-refundable and must be purchased through the website. For questions regarding website registration and online orders please contact Plan House Printing at (228) 248-0181.

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

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

A pre-bid conference will be held at **10:00 a.m., local time on January 10, 2019** at Gulfport Engineering Department, 4050 Hewes Avenue, Gulfport, MS 39507. Attendance at the pre-bid conference is highly encouraged but is not mandatory.

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

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

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

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

Section 3: Section 3 is a provision of the Housing and Urban Development Act of 1968 and ensures that preference from employment, training and contracting opportunities generated from the expenditure of certain HUD funds, is given to local low and very low income persons, particularly those who receive federal housing assistance, and businesses that are owned by or substantially employ such persons. All bids and contracts in excess of \$100,000 must include a Section 3 Plan. Section 3 Plan and required documents are included in the bid proposal packet as "Federal Construction Contract Provisions" and all bidders are required to demonstrate commitment to the achievement of the CDBG Section 3 Goals. No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

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

Published by order of the Gulfport City Council; this the 18th day of December, 2018.

Publish Dates:

December 21, 2018

December 28, 2018



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 11/27/2018

Subject: Budget Amendment #16 - to increase the County/Local Operating Supplies from funds received from restitution payments on several drug related arrests.

Recommendation:

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Leonard Papania

Date: November 27, 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 (43013) amount of \$360.39 (GPD case)

Check number (43126) amount of \$25.00 (GPD case)

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		385.29
County/Local Shared Revenue 275-493100	385.29	

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>General Fund</u>	Date	<u>12/10/18</u>								
Department #	<u>275/277</u>	Budget Entry #	<u>2019-16</u>								
Department Name	<u>Police Forfeitures</u>										
	<table><tr><td></td><td>Prior Amendm ents</td><td>This Amendment</td><td>Revised Budget</td></tr><tr><td>Original Budget</td><td></td><td></td><td></td></tr></table>		Prior Amendm ents	This Amendment	Revised Budget	Original Budget					
	Prior Amendm ents	This Amendment	Revised Budget								
Original Budget											
Personnel	-		-								
Supplies	14,603	3,035	18,023								
Other Services	-		-								
Capital	-	-	-								
Total	14,603	3,035	18,023								
Revenue 275-493100		(3,035)	(3,420)								

The Police Department is requesting a Budget Amendment to increase funds for purchase of operating supplies with funds received from County Shared Revenue from funds forfeited by defendants.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 12/05/2018

Subject: Budget Amendment #17 - to increase County/Local Operating Supplies from funds received from County Shared Revenue associated with funds forfeited by defendants of drug arrests.

Recommendation:

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Leonard Papania

Date: December 5, 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 (208753) amount of \$1,339.20
Check number (208755) amount of \$12,059.20

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		13,398.40
County/Local Shared Revenue 275-493100	13,398.40	

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	12/10/18
Department #	275/277		Budget Entry #	2019-17
Department Name	Police Forfeitures			

The Police Department is requesting a Budget Amendment to increase funds for purchase of operating supplies with funds received from County Shared Revenue associated with funds forfeited by defendants of drug arrests.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Sherry Dulaney, Accounts Payable Supervisor
Accounts Payable

Date: 12/10/2018

Subject: Docket of Claims- to be approved through December 19, 2018.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Code Enforcement

Date: 12/07/2018

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: December 7, 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 18th day of December, 2018.

Please place the attached item on the Council agenda for December 18, 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: December 7, 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: 0711K-03-034.000. Lots 27-29 Inc., Blk. 3, Ridgewood awarded to Melvin's Lawn Service for \$83.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1207 Joseph Avenue. (Wentzell)
- Parcel 2: 0711K-01-015.000. Lots 19-22, Blk. 9, Gaston Point Add. awarded to Grassmasters for \$200.00 to Cut and clean grounds and remove all trash and miscellaneous debris from site located at 1403 Woodward Avenue. (Clemons)
- Parcel 3: 0711K-02-011.000. Lots 8, 9 & N 1/2 of Lot 10, Blk. 7, Gaston Point Add. awarded to Purposed By Design for \$250.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1319 Woodward Avenue. (Simpson)
- Parcel 4: 0711K-02-017.000. This parcel awarded to B & B Construction for \$325.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on Todd Alley. (Simpson)
- Parcel 5: 0711J-02-018.000. Lots 4-5, Blk. 2, West Side Add. awarded to Roy Colliers for \$245.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1121 43rd Avenue. (HL & C – Harrison LLC)
- Parcel 6: 0711H-05-017.000. Lot 29-30 & N 16 2/3 Ft. of Lot 28, Blk. 11, Woodlawn awarded to Purposed By Design for \$150.00 to Cut and clean grounds and remove all trash and miscellaneous debris from site located at 1917 39th Avenue. (Hooker)

WARD 2

- Parcel 7: 0711O-04-051.000. Lot 13, Anderson & Stewart Add. awarded to Grassmasters for \$200.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 802 Mills Avenue. (Denman & Graison)
- Parcel 8: 1010K-01-001.010. Lot 3, Southern Oaks Gulfport Subd. awarded to Grassmasters for \$125.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on Southern Oaks Circle. (State of Miss 5/24/2018)
- Parcel 9: 1011C-01-003.000. This parcel awarded to Ladner Lawn and Tractor for \$231.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1536 Beach Drive. (Kash)

WARD 3

- Parcel 10: 0710H-03-012.000. Lot 12, Rolling Meadows Unit 1 awarded to Roy Colliers for \$190.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 3613 Meadowlark Drive. (Harris)
- Parcel 11: 0810N-03-049.000. Lot 19-24, Blk. 22, Standard Land awarded to Roy

Colliers for \$790.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2210 28th Street. (Pattersons' Rental Complex LLC)

WARD 4

Parcel 12: 0910N-03-051.000. Lots 4-5, Blk. 26, East Magnolia Grove awarded to Melvin's Lawn Service for \$88.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 206 28th Street. (York)

WARD 5

Parcel 13: 0908M-01-017.058. Lot 294, Forest North Subd. Ph 6 awarded to Roy Colliers for \$98.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 13355 Warren Drive. (Oberlies Jr.)

Parcel 14: 0908M-01-017.044. Lot 280, Forest North Subd. Ph 6 awarded to Grassmasters for \$200.00 to cut and clean grounds and remove all trash and miscellaneous debris from site. Repair or remove damaged fence located at 11139 Dede Drive. (Oberlies Sr & Jr)

WARD 6

Parcel 15: 0908K-01-003.001. This parcel awarded to Ladner Lawn and Tractor for \$231.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on West Birch Drive. (Merkord & Ass)

Parcel 16: 0908N-02-052.000. Lot 61, Loren D Heights Phase 1 awarded to Roy Colliers for \$148.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 2504 Woolmarket Street. (Claxton)

Parcel 17: 1008K-02-099.000. Lots 1-2, Blk. 7 & W 25 Ft. of Dedicated St Oakleigh Manor Unit 1 Revised awarded to Grassmasters for \$300.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 11127 Sweetgum Street. (Davis)

WARD 7

Parcel 18: 0807M-01-018.000. This parcel awarded to Roy Colliers for \$835.00 to board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site located at 13252 Highway 19. (O'neal)

Parcel 19: 0808E-02-030.028. Lot 25, Northwood business Park In NW 1/4 of 1/4 awarded to Melvin's Lawn Service for \$52.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on Ashley Drive. (Poirrier)

Total \$4741.00

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 **18th** day of **December, 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: | 0711K-03-034.000. Lots 27-29 Inc., Blk. 3, Ridgewood awarded to Melvin's Lawn Service for \$83.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 1207 Joseph Avenue. (Wentzell) |
| Parcel 2: | 0711K-01-015.000. Lots 19-22, Blk. 9, Gaston Point Add. awarded to Grassmasters for \$200.00 to Cut and clean grounds and remove all trash and miscellaneous debris from site located at 1403 Woodward Avenue. (Clemons) |
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- Parcel 17: 1008K-02-099.000. Lots 1-2, Blk. 7 & W 25 Ft. of Dedicated St Oakleigh Manor Unit 1 Revised awarded to Grassmasters for \$300.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located at 11127 Sweetgum Street. (Davis)
- Parcel 18: 0807M-01-018.000. This parcel awarded to Roy Colliers for \$835.00 to board up and secure all openings. Cut and clean grounds and remove all trash and miscellaneous debris from site located at 13252 Highway 19. (O'neal)
- Parcel 19: 0808E-02-030.028. Lot 25, Northwood business Park In NW 1/4 of 1/4 awarded to Melvin's Lawn Service for \$52.00 to cut and clean grounds and remove all trash and miscellaneous debris from site located on Ashley Drive. (Poirrier)

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: Cherie Randall, Accountant
Finance

Date: 12/10/2018

Subject: Associated Adjusters Check Registers - for workers' comp and general liability claims paid during November, 2018 - to be made a part of the minutes.

Recommendation:

To: Mayor Billy Hewes
Council President F.B. 'Rusty' Walker, IV
Councilwoman Ella Holmes-Hines
Councilwoman Cara L. Pucheu
Councilman Kenneth L. Casey, Sr.
Councilman Ronald "Ron" Roland
Councilman Myles Sharp
Councilman Robert 'R. Lee' Flowers

CC: Dr. John Kelly, CAO

From: Linda Elias, Comptroller

Date: December 10, 2018

Re: Payroll Journals

Attached are the reports from Associated Adjusters of payments made on Workers' Compensation and General Liability claims for the month of November 2018, to be approved and spread on the minutes of the December 18, 2018, Council meeting.

If you have any questions, please call my office at any time.

<u>Transaction Type</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Payee</u>	<u>Approved Amount</u>	<u>Void Date</u>
Check	11/05/2018	22067	721372532 / Rehabilitation, Inc.	\$100.00	
Check	11/05/2018	22068	640908665 / RN Resources, Inc.	\$132.30	
Check	11/05/2018	22069	721372532 / Rehabilitation, Inc.	\$365.00	
Check	11/05/2018	22070	640908665 / RN Resources, Inc.	\$428.76	
Check	11/05/2018	22071	640908665 / RN Resources, Inc.	\$648.54	
Check	11/05/2018	22072	640908665 / RN Resources, Inc.	\$957.42	
Check	11/05/2018	22073	640908665 / RN Resources, Inc.	\$1,193.94	
Check	11/05/2018	22074	721372532 / Rehabilitation, Inc.	\$100.00	
Check	11/06/2018	22075	426353826 / Christian Oatis	\$955.64	
Check	11/06/2018	22076	587657048 / John Stegall	\$974.08	
Check	11/09/2018	22077	646010232 / Memorial Hospital at Gulfport	\$37.76	
Check	11/09/2018	22078	260503821 / Advanced Pain Institute	\$68.00	
Check	11/09/2018	22079	640387362 / Beach Pharmacy, Inc.	\$70.38	
Check	11/09/2018	22080	640387362 / Beach Pharmacy, Inc.	\$74.83	
Check	11/09/2018	22081	463793967 / Heart Hypertension Cholesterol	\$79.72	
Check	11/09/2018	22082	300196859 / Advanced Orthopedics PLLC	\$93.79	
Check	11/09/2018	22083	646010232 / Memorial Emergency Physicians	\$151.89	
Check	11/09/2018	22084	640887209 / Physical Therapy Center of Ocean Springs	\$173.50	
Check	11/09/2018	22085	630890498 / Carlisle Medical Inc	\$227.79	
Check	11/09/2018	22086	640922184 / Bienville Orthopaedic Specialists, LLC	\$237.50	
Check	11/09/2018	22087	640922184 / Bienville Orthopaedic Specialists, LLC	\$428.10	
Check	11/09/2018	22088	646010232 / Memorial Hospital	\$597.80	
Check	11/09/2018	22089	640387362 / Beach Pharmacy, Inc.	\$710.06	
Check	11/09/2018	22090	646010232 / Memorial Hospital	\$833.41	
Check	11/09/2018	22091	621770924 / SRPS	\$231.03	
Check	11/13/2018	22092	631225408 / Encore Rehabilitation, Inc.	\$154.55	
Check	11/15/2018	22093	202152767 / Schroeder-Lanoux	\$547.30	
Check	11/16/2018	22094	426353826 / Christian Oatis	\$955.64	
Check	11/16/2018	22095	587657048 / John Stegall	\$974.08	
Check	11/16/2018	22096	202488424 / Medical Analysis LLC	\$8.10	
Check	11/16/2018	22097	640854435 / Copeland, Cook, Taylor & Bush, P.A.	\$1,684.96	
Check	11/20/2018	22098	640863698 / SMB Radiology, PA	\$20.32	
Check	11/20/2018	22099	010629235 / Community Rehab of Greenville Inc.	\$50.22	
Check	11/20/2018	22100	260503821 / Advanced Pain Institute	\$68.00	
Check	11/20/2018	22101	587657048 / John Stegall	\$89.60	
Check	11/20/2018	22102	721372532 / Rehabilitation, Inc.	\$100.00	
Check	11/20/2018	22103	822869576 / Ochsner M C Hancock LLC	\$108.54	
Check	11/20/2018	22104	631225408 / Encore Rehabilitation, Inc.	\$132.68	
Check	11/20/2018	22105	646010232 / Memorial Hospital at Gulfport	\$138.17	
Check	11/20/2018	22106	646010232 / Memorial Hospital at Gulfport	\$138.17	
Check	11/20/2018	22107	631225408 / Encore Rehabilitation, Inc.	\$154.55	
Check	11/20/2018	22108	640387362 / Beach Pharmacy, Inc.	\$227.39	
Check	11/20/2018	22109	640922184 / Bienville Orthopaedic Specialists, LLC	\$237.00	
Check	11/20/2018	22110	640922184 / Bienville Orthopaedic Specialists, LLC	\$261.10	
Check	11/20/2018	22111	822869576 / Ochsner MC Hancock LLC	\$306.18	
Check	11/20/2018	22112	8228697576 / Ochsner MC Hancock LLC	\$334.80	
Check	11/20/2018	22113	646010232 / Memorial Hospital at Gulfport	\$384.02	
Check	11/20/2018	22114	123456789 / Liberty Office Products	\$407.01	
Check	11/20/2018	22115	640888705 / Sun Coast Pain Management, PA	\$1,457.39	
Check	11/20/2018	22116	455612819 / Luis Garcia	\$194.82	
Check	11/26/2018	22117	232998472 / JJS Consulting Associates, Inc.	\$900.00	
Check	11/26/2018	22118	455612819 / Luis Garcia	\$277.17	
Check	11/26/2018	22119	640854435 / Copeland, Cook, Taylor & Bush, P.A.	\$15,913.00	
Check	11/30/2018	22120	721381997 / Associated Managed Care	\$3,910.91	
Check	11/30/2018	22121	202488424 / Medical Analysis LLC	\$7.75	
Check	11/30/2018	22122	640863698 / SMB Radiology, PA	\$43.82	
Check	11/30/2018	22123	640922184 / Bienville Orthopaedic Specialists, LLC	\$53.03	
Check	11/30/2018	22124	640777123 / Sun Coast Imaging PA	\$90.81	
Check	11/30/2018	22125	721372532 / Rehabilitation, Inc.	\$95.00	
Check	11/30/2018	22126	300196859 / Advanced Orthopedics PLLC	\$156.66	
Check	11/30/2018	22127	428809803 / Robert Culpepper	\$165.68	
Check	11/30/2018	22128	592754033 / Merit Health Biloxi	\$229.87	
Check	11/30/2018	22129	640387362 / Beach Pharmacy, Inc.	\$242.12	
Check	11/30/2018	22130	646010232 / Memorial Hospital at Gulfport	\$540.07	
Check	11/30/2018	22131	621770924 / SRPS	\$238.16	
				(\$41,869.88)	



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Cherie Randall, Accountant
Finance

Date: 12/10/2018

Subject: Bi-Weekly Payroll Report - for the month of November, 2018 - to be made a part of the minutes.

Recommendation:

To: Mayor Billy Hewes
Council President F.B. 'Rusty' Walker, IV
Councilwoman Ella Holmes-Hines
Councilwoman Cara L. Pucheu
Councilman Kenneth L. Casey, Sr.
Councilman Ronald "Ron" Roland
Councilman Myles Sharp
Councilman Robert 'R. Lee' Flowers

CC: Dr. John Kelly, CAO

From: Linda Elias, Comptroller

Date: December 10, 2018

Re: Payroll Journals

Attached are the bi-weekly payroll distribution journals for the month of November, to be approved and spread on the minutes of the December 18, 2018, Council meeting.

If you have any questions, please call my office at any time.

11/06/2018 16:54
scasey

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

P
prjournl

WARRANT 110818

PAY PERIOD 10/22/2018 to 11/04/2018

CHECK DATE 11/08/2018

YEAR 2019 PERIOD 2
EXPENDITURE ENTRIES
SHORT DESC 110818

GL EFF DATE 11/08/2018
REFERENCE 110818
REFERENCE2 110818

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2019 PERIOD 2				GL EFF DATE 11/08/2018	
111	600100	2	EXECUTIVE	WAGES AND SALARIES	8,309.68
111	601900		EXECUTIVE	STATE RETIREMENT	1,308.77
111	602200		EXECUTIVE	FICA TAXES	605.75
111	602600		EXECUTIVE	HEALTH INSURANCE	1,374.34
115	600100		LEGISLATIVE	WAGES AND SALARIES	8,442.81
115	601900		LEGISLATIVE	STATE RETIREMENT	1,252.26
115	602200		LEGISLATIVE	FICA TAXES	564.03
115	602600		LEGISLATIVE	HEALTH INSURANCE	3,006.56
125	600100		JUDICIAL	WAGES AND SALARIES	28,556.78
125	601900		JUDICIAL	STATE RETIREMENT	4,472.59
125	602200		JUDICIAL	FICA TAXES	2,051.94
125	602600		JUDICIAL	HEALTH INSURANCE	5,600.68
135	600100		LEGAL	WAGES AND SALARIES	25,996.70
135	601900		LEGAL	STATE RETIREMENT	4,094.49
135	602200		LEGAL	FICA TAXES	1,906.53
135	602600		LEGAL	HEALTH INSURANCE	3,767.53
145	600100		GENERAL ADMINISTRATION	WAGES AND SALARIES	36,674.30
145	600400		GENERAL ADMINISTRATION	OVERTIME	22.12
145	601900		GENERAL ADMINISTRATION	STATE RETIREMENT	5,689.93
145	602200		GENERAL ADMINISTRATION	FICA TAXES	2,667.45
145	602600		GENERAL ADMINISTRATION	HEALTH INSURANCE	5,038.16
150	600100		INFORMATION TECHNOLOGY	WAGES AND SALARIES	22,986.64
150	600400		INFORMATION TECHNOLOGY	OVERTIME	63.84
150	601900		INFORMATION TECHNOLOGY	STATE RETIREMENT	3,606.85
150	602200		INFORMATION TECHNOLOGY	FICA TAXES	1,633.89
150	602600		INFORMATION TECHNOLOGY	HEALTH INSURANCE	5,356.50
213	600100		POLICE OPERATING	WAGES AND SALARIES	340,613.06
213	600400		POLICE OPERATING	OVERTIME	36,719.91
213	601000		POLICE OPERATING	HOLIDAY PAY	1,411.66
213	601900		POLICE OPERATING	STATE RETIREMENT	59,652.24
213	602200		POLICE OPERATING	FICA TAXES	27,453.76
213	602600		POLICE OPERATING	HEALTH INSURANCE	60,576.52
290	600100		FIRE	WAGES AND SALARIES	263,213.78
290	600400		FIRE	OVERTIME	535.47
290	601000		FIRE	HOLIDAY PAY	1,118.48
290	601900		FIRE	STATE RETIREMENT	41,716.85
290	602200		FIRE	FICA TAXES	19,068.22
290	602600		FIRE	HEALTH INSURANCE	46,952.19
313	600100		PUBLIC WORKS ADMIN	WAGES AND SALARIES	16,128.86
313	601900		PUBLIC WORKS ADMIN	STATE RETIREMENT	2,549.74
313	602200		PUBLIC WORKS ADMIN	FICA TAXES	1,184.97
313	602600		PUBLIC WORKS ADMIN	HEALTH INSURANCE	1,551.52
315	600100		TRAFFIC CONTROL AND SAFETY	WAGES AND SALARIES	12,657.75
315	600400		TRAFFIC CONTROL AND SAFETY	OVERTIME	880.01
315	601900		TRAFFIC CONTROL AND SAFETY	STATE RETIREMENT	2,141.65
315	602200		TRAFFIC CONTROL AND SAFETY	FICA TAXES	1,011.52
315	602600		TRAFFIC CONTROL AND SAFETY	HEALTH INSURANCE	2,051.08

11/06/2018 16:54
scasey

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

P
prjournl 2

WARRANT 110818

PAY PERIOD 10/22/2018 to 11/04/2018

CHECK DATE 11/08/2018

YEAR 2019 PERIOD 2
EXPENDITURE ENTRIES
SHORT DESC 110818

GL EFF DATE 11/08/2018
REFERENCE 110818
REFERENCE2 1110818

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
335	600100		MAINTENANCE GARAGE	WAGES AND SALARIES	12,484.17
335	601900		MAINTENANCE GARAGE	STATE RETIREMENT	1,970.99
335	602200		MAINTENANCE GARAGE	FICA TAXES	920.05
335	602600		MAINTENANCE GARAGE	HEALTH INSURANCE	1,321.39
325	600100		ENGINEERING	WAGES AND SALARIES	16,293.86
325	601900		ENGINEERING	STATE RETIREMENT	2,571.01
325	602200		ENGINEERING	FICA TAXES	1,196.23
325	602600		ENGINEERING	HEALTH INSURANCE	2,098.03
411	600100		LEISURE SERVICES	WAGES AND SALARIES	68,140.22
411	600100	41130	LEISURE SERVICES	WAGES AND SALARIES	1,031.96
411	600100	41133	LEISURE SERVICES	WAGES AND SALARIES	926.93
411	600100	41136	LEISURE SERVICES	WAGES AND SALARIES	5,828.44
411	600100	41138	LEISURE SERVICES	WAGES AND SALARIES	7.69
411	600100	41140	LEISURE SERVICES	WAGES AND SALARIES	1,103.30
411	600100	41144	LEISURE SERVICES	WAGES AND SALARIES	2,395.99
411	600400		LEISURE SERVICES	OVERTIME	4,858.33
411	600400	41136	LEISURE SERVICES	OVERTIME	2,067.29
411	600400	41144	LEISURE SERVICES	OVERTIME	223.78
411	601900		LEISURE SERVICES	STATE RETIREMENT	11,436.16
411	601900	41130	LEISURE SERVICES	STATE RETIREMENT	162.54
411	601900	41133	LEISURE SERVICES	STATE RETIREMENT	145.99
411	601900	41136	LEISURE SERVICES	STATE RETIREMENT	1,248.31
411	601900	41138	LEISURE SERVICES	STATE RETIREMENT	1.21
411	601900	41140	LEISURE SERVICES	STATE RETIREMENT	173.77
411	601900	41144	LEISURE SERVICES	STATE RETIREMENT	412.61
411	602200		LEISURE SERVICES	FICA TAXES	5,314.84
411	602200	41130	LEISURE SERVICES	FICA TAXES	77.28
411	602200	41133	LEISURE SERVICES	FICA TAXES	62.09
411	602200	41136	LEISURE SERVICES	FICA TAXES	600.82
411	602200	41138	LEISURE SERVICES	FICA TAXES	.58
411	602200	41140	LEISURE SERVICES	FICA TAXES	70.82
411	602200	41144	LEISURE SERVICES	FICA TAXES	198.69
411	602600		LEISURE SERVICES	HEALTH INSURANCE	14,077.24
411	602600	41130	LEISURE SERVICES	HEALTH INSURANCE	69.72
411	602600	41133	LEISURE SERVICES	HEALTH INSURANCE	366.39
411	602600	41136	LEISURE SERVICES	HEALTH INSURANCE	458.87
411	602600	41138	LEISURE SERVICES	HEALTH INSURANCE	1.16
411	602600	41140	LEISURE SERVICES	HEALTH INSURANCE	541.91
411	602600	41144	LEISURE SERVICES	HEALTH INSURANCE	25.00
415	600100		BUILDING MAINTENANCE	WAGES AND SALARIES	1,140.86
415	600400		BUILDING MAINTENANCE	OVERTIME	128.35
415	601900		BUILDING MAINTENANCE	STATE RETIREMENT	199.90
415	602200		BUILDING MAINTENANCE	FICA TAXES	97.09
611	600100		PLANNING AND ZONING	WAGES AND SALARIES	46,692.40
611	601900		PLANNING AND ZONING	STATE RETIREMENT	7,354.05
611	602200		PLANNING AND ZONING	FICA TAXES	3,377.43
611	602600		PLANNING AND ZONING	HEALTH INSURANCE	8,776.06
621	600100		ECONOMIC DEVELOPMENT	WAGES AND SALARIES	6,148.98

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WARRANT 110818

PAY PERIOD 10/22/2018 to 11/04/2018

CHECK DATE 11/08/2018

YEAR 2019 PERIOD 2
EXPENDITURE ENTRIES
SHORT DESC 110818

GL EFF DATE 11/08/2018
REFERENCE 110818
REFERENCE2 1110818

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
621	601900		ECONOMIC DEVELOPMENT	STATE RETIREMENT	968.46
621	602200		ECONOMIC DEVELOPMENT	FICA TAXES	457.57
621	602600		ECONOMIC DEVELOPMENT	HEALTH INSURANCE	725.73
FUND TOTALS					1,361,192.90
511	600100	05600	COMMUNITY DEVELOPMENT	WAGES AND SALARIES	2,913.20
511	601900	05600	COMMUNITY DEVELOPMENT	STATE RETIREMENT	458.83
511	602200	05600	COMMUNITY DEVELOPMENT	FICA TAXES	214.76
511	602600	05600	COMMUNITY DEVELOPMENT	HEALTH INSURANCE	369.68
515	600100	74500	HOME CONSORTIUM-GULFPORT	WAGES AND SALARIES	3,438.16
515	601900	74500	HOME CONSORTIUM-GULFPORT	STATE RETIREMENT	541.51
515	602200	74500	HOME CONSORTIUM-GULFPORT	FICA TAXES	225.56
515	602600	74500	HOME CONSORTIUM-GULFPORT	HEALTH INSURANCE	952.94
FUND TOTALS					9,114.64
811	600100		UTILITY BILLING	WAGES AND SALARIES	25,570.10
811	601900		UTILITY BILLING	STATE RETIREMENT	4,027.29
811	602200		UTILITY BILLING	FICA TAXES	1,849.79
811	602600		UTILITY BILLING	HEALTH INSURANCE	5,820.17
825	600100		SEWER OPERATIONS	WAGES AND SALARIES	1,540.26
825	601900		SEWER OPERATIONS	STATE RETIREMENT	242.59
825	602200		SEWER OPERATIONS	FICA TAXES	114.94
825	602600		SEWER OPERATIONS	HEALTH INSURANCE	298.90
FUND TOTALS					39,464.04
445	600100		JOSEPH T JONES	WAGES AND SALARIES	8,320.43
445	600400		JOSEPH T JONES	OVERTIME	30.03
445	601900		JOSEPH T JONES	STATE RETIREMENT	1,315.20
445	602200		JOSEPH T JONES	FICA TAXES	613.81
445	602600		JOSEPH T JONES	HEALTH INSURANCE	1,038.49
FUND TOTALS					11,317.96
GRAND TOTALS					1,421,089.54

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2019 2 20247									
PRJ 001-100351	11/08/2018	110818	110818	1110818	1110818	PAYROLL CLEARING WARRANT=110818 RUN=1 BIWEEKLY		746,065.44	
PRJ 001-213700	11/08/2018	110818	110818	1110818	1110818	WITHHOLDING-FEDERAL WARRANT=110818 RUN=1 BIWEEKLY			70,268.76
PRJ 001-213700	11/08/2018	110818	110818	1110818	1110818	WITHHOLDING-FEDERAL WARRANT=110818 RUN=1 BIWEEKLY		70,268.76	
PRJ 001-100351	11/08/2018	110818	110818	1110818	1110818	PAYROLL CLEARING WARRANT=110818 RUN=1 BIWEEKLY			1,642,757.26
PRJ 001-213900	11/08/2018	110818	110818	1110818	1110818	WITHHOLDING-STATE WARRANT=110818 RUN=1 BIWEEKLY			28,200.91
PRJ 001-214100	11/08/2018	110818	110818	1110818	1110818	WITHHOLDING-RETIREMENT WARRANT=110818 RUN=1 BIWEEKLY			250,943.49
PRJ 001-214300	11/08/2018	110818	110818	1110818	1110818	WITHHOLDING-HEALTH INSURANCE WARRANT=110818 RUN=1 BIWEEKLY			217,369.87
PRJ 001-214350	11/08/2018	110818	110818	1110818	1110818	WITHHOLDING-VISION 100%EE PAID WARRANT=110818 RUN=1 BIWEEKLY			2,646.90
PRJ 001-214400	11/08/2018	110818	110818	1110818	1110818	WITHHOLDING-FLEX SPENDING ACCT WARRANT=110818 RUN=1 BIWEEKLY			3,788.75
PRJ 001-214700	11/08/2018	110818	110818	1110818	1110818	WITHHOLDING-GARNISHMENTS WARRANT=110818 RUN=1 BIWEEKLY			7,322.82
PRJ 001-214700	11/08/2018	110818	110818	1110818	1110818	WITHHOLDING-GARNISHMENTS WARRANT=110818 RUN=1 BIWEEKLY		4,318.14	
PRJ 001-214900	11/08/2018	110818	110818	1110818	1110818	WITHHOLDING-DEFERRED COMP WARRANT=110818 RUN=1 BIWEEKLY			7,790.26
PRJ 001-215900	11/08/2018	110818	110818	1110818	1110818	WITHHOLDING-POLICE BENEVOLENT WARRANT=110818 RUN=1 BIWEEKLY			493.00
PRJ 001-216100	11/08/2018	110818	110818	1110818	1110818	WITHHOLDING-COLONIAL LIFE WARRANT=110818 RUN=1 BIWEEKLY			112.42
PRJ 001-216150	11/08/2018	110818	110818	1110818	1110818	WITHHOLDING-LINCOLN NATL LIFE WARRANT=110818 RUN=1 BIWEEKLY			4,374.78
PRJ 001-216300	11/08/2018	110818	110818	1110818	1110818	WITHHOLDING-AFLAC WARRANT=110818 RUN=1 BIWEEKLY			4,796.77
PRJ 001-216400	11/08/2018	110818	110818	1110818	1110818	WITHHOLDING-UNUM WARRANT=110818 RUN=1 BIWEEKLY			831.01
PRJ 001-216500	11/08/2018	110818	110818	1110818	1110818	WITHHOLDING-PREPAID LEGAL WARRANT=110818 RUN=1 BIWEEKLY			44.88
PRJ 001-216700	11/08/2018	110818	110818	1110818	1110818	ACCRUED AND WITHHELD FICA WARRANT=110818 RUN=1 BIWEEKLY			147,080.82
PRJ 001-216700	11/08/2018	110818	110818	1110818	1110818	ACCRUED AND WITHHELD FICA WARRANT=110818 RUN=1 BIWEEKLY		147,080.82	
PRJ 111-600100	11/08/2018	110818	110818	1110818	1110818	WAGES AND SALARIES WARRANT=110818 RUN=1 BIWEEKLY		8,309.68	
PRJ 111-601900	11/08/2018	110818	110818	1110818	1110818	STATE RETIREMENT WARRANT=110818 RUN=1 BIWEEKLY		1,308.77	
PRJ 111-602200	11/08/2018	110818	110818	1110818	1110818	FICA TAXES WARRANT=110818 RUN=1 BIWEEKLY		605.75	
PRJ 111-602600	11/08/2018	110818	110818	1110818	1110818	HEALTH INSURANCE		1,374.34	

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PRJ 115-600100	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY WAGES AND SALARIES		8,442.81	
PRJ 115-601900	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY STATE RETIREMENT		1,252.26	
PRJ 115-602200	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY FICA TAXES		564.03	
PRJ 115-602600	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY HEALTH INSURANCE		3,006.56	
PRJ 125-600100	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY WAGES AND SALARIES		28,556.78	
PRJ 125-601900	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY STATE RETIREMENT		4,472.59	
PRJ 125-602200	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY FICA TAXES		2,051.94	
PRJ 125-602600	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY HEALTH INSURANCE		5,600.68	
PRJ 135-600100	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY WAGES AND SALARIES		25,996.70	
PRJ 135-601900	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY STATE RETIREMENT		4,094.49	
PRJ 135-602200	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY FICA TAXES		1,906.53	
PRJ 135-602600	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY HEALTH INSURANCE		3,767.53	
PRJ 145-600100	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY WAGES AND SALARIES		36,674.30	
PRJ 145-600400	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY OVERTIME		22.12	
PRJ 145-601900	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY STATE RETIREMENT		5,689.93	
PRJ 145-602200	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY FICA TAXES		2,667.45	
PRJ 145-602600	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY HEALTH INSURANCE		5,038.16	
PRJ 150-600100	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY WAGES AND SALARIES		22,986.64	
PRJ 150-600400	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY OVERTIME		63.84	
PRJ 150-601900	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY STATE RETIREMENT		3,606.85	
PRJ 150-602200	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY FICA TAXES		1,633.89	
PRJ 150-602600	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY HEALTH INSURANCE		5,356.50	
PRJ 213-600100	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY WAGES AND SALARIES		340,613.06	
PRJ 213-600400	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY OVERTIME		36,719.91	
	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY			

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PRJ 213-601000	11/08/2018	110818	110818	1110818	1110818	HOLIDAY PAY		1,411.66	
PRJ 213-601900	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY		59,652.24	
PRJ 213-602200	11/08/2018	110818	110818	1110818	1110818	STATE RETIREMENT		27,453.76	
PRJ 213-602600	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY		60,576.52	
PRJ 290-600100	11/08/2018	110818	110818	1110818	1110818	FICA TAXES		263,213.78	
PRJ 290-600400	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY		535.47	
PRJ 290-601000	11/08/2018	110818	110818	1110818	1110818	HEALTH INSURANCE		1,118.48	
PRJ 290-601900	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY		41,716.85	
PRJ 290-602200	11/08/2018	110818	110818	1110818	1110818	STATE RETIREMENT		19,068.22	
PRJ 290-602600	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY		46,952.19	
PRJ 313-600100	11/08/2018	110818	110818	1110818	1110818	FICA TAXES		16,128.86	
PRJ 313-601900	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY		2,549.74	
PRJ 313-602200	11/08/2018	110818	110818	1110818	1110818	STATE RETIREMENT		1,184.97	
PRJ 313-602600	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY		1,551.52	
PRJ 315-600100	11/08/2018	110818	110818	1110818	1110818	HEALTH INSURANCE		12,657.75	
PRJ 315-600400	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY		880.01	
PRJ 315-601900	11/08/2018	110818	110818	1110818	1110818	WAGES AND SALARIES		2,141.65	
PRJ 315-602200	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY		1,011.52	
PRJ 315-602600	11/08/2018	110818	110818	1110818	1110818	FICA TAXES		2,051.08	
PRJ 335-600100	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY		12,484.17	
PRJ 335-601900	11/08/2018	110818	110818	1110818	1110818	STATE RETIREMENT		1,970.99	
PRJ 335-602200	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY		920.05	
PRJ 335-602600	11/08/2018	110818	110818	1110818	1110818	FICA TAXES		1,321.39	
PRJ 325-600100	11/08/2018	110818	110818	1110818	1110818	HEALTH INSURANCE		16,293.86	
PRJ 325-601900	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY		2,571.01	
						STATE RETIREMENT			

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YEAR PER JNL SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 325-602200	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY FICA TAXES		1,196.23	
PRJ 325-602600	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY HEALTH INSURANCE		2,098.03	
PRJ 411-600100	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY WAGES AND SALARIES		68,140.22	
PRJ 411-600100-41130	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY WAGES AND SALARIES		1,031.96	
PRJ 411-600100-41133	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY WAGES AND SALARIES		926.93	
PRJ 411-600100-41136	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY WAGES AND SALARIES		5,828.44	
PRJ 411-600100-41138	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY WAGES AND SALARIES		7.69	
PRJ 411-600100-41140	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY WAGES AND SALARIES		1,103.30	
PRJ 411-600100-41144	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY WAGES AND SALARIES		2,395.99	
PRJ 411-600400	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY OVERTIME		4,858.33	
PRJ 411-600400-41136	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY OVERTIME		2,067.29	
PRJ 411-600400-41144	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY OVERTIME		223.78	
PRJ 411-601900	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY STATE RETIREMENT		11,436.16	
PRJ 411-601900-41130	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY STATE RETIREMENT		162.54	
PRJ 411-601900-41133	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY STATE RETIREMENT		145.99	
PRJ 411-601900-41136	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY STATE RETIREMENT		1,248.31	
PRJ 411-601900-41138	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY STATE RETIREMENT		1.21	
PRJ 411-601900-41140	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY STATE RETIREMENT		173.77	
PRJ 411-601900-41144	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY STATE RETIREMENT		412.61	
PRJ 411-602200	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY FICA TAXES		5,314.84	
PRJ 411-602200-41130	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY FICA TAXES		77.28	
PRJ 411-602200-41133	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY FICA TAXES		62.09	
PRJ 411-602200-41136	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY FICA TAXES		600.82	
PRJ 411-602200-41138	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY FICA TAXES		.58	
	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY			

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 411-602200-41140	11/08/2018 110818		110818	1110818	1110818	FICA TAXES		70.82	
PRJ 411-602200-41144	11/08/2018 110818		110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY		198.69	
PRJ 411-602600	11/08/2018 110818		110818	1110818	1110818	FICA TAXES		14,077.24	
PRJ 411-602600-41130	11/08/2018 110818		110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY		69.72	
PRJ 411-602600-41133	11/08/2018 110818		110818	1110818	1110818	HEALTH INSURANCE		366.39	
PRJ 411-602600-41136	11/08/2018 110818		110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY		458.87	
PRJ 411-602600-41138	11/08/2018 110818		110818	1110818	1110818	HEALTH INSURANCE		1.16	
PRJ 411-602600-41140	11/08/2018 110818		110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY		541.91	
PRJ 411-602600-41144	11/08/2018 110818		110818	1110818	1110818	HEALTH INSURANCE		25.00	
PRJ 415-600100	11/08/2018 110818		110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY		1,140.86	
PRJ 415-600400	11/08/2018 110818		110818	1110818	1110818	WAGES AND SALARIES		128.35	
PRJ 415-601900	11/08/2018 110818		110818	1110818	1110818	OVERTIME		199.90	
PRJ 415-602200	11/08/2018 110818		110818	1110818	1110818	STATE RETIREMENT		97.09	
PRJ 611-600100	11/08/2018 110818		110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY		46,692.40	
PRJ 611-601900	11/08/2018 110818		110818	1110818	1110818	WAGES AND SALARIES		7,354.05	
PRJ 611-602200	11/08/2018 110818		110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY		3,377.43	
PRJ 611-602600	11/08/2018 110818		110818	1110818	1110818	FICA TAXES		8,776.06	
PRJ 621-600100	11/08/2018 110818		110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY		6,148.98	
PRJ 621-601900	11/08/2018 110818		110818	1110818	1110818	HEALTH INSURANCE		968.46	
PRJ 621-602200	11/08/2018 110818		110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY		457.57	
PRJ 511-600100-05600	11/08/2018 110818		110818	1110818	1110818	HEALTH INSURANCE		725.73	
PRJ 511-601900-05600	11/08/2018 110818		110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY		2,913.20	
PRJ 511-602200-05600	11/08/2018 110818		110818	1110818	1110818	WAGES AND SALARIES		458.83	
PRJ 511-602600-05600	11/08/2018 110818		110818	1110818	1110818	STATE RETIREMENT		214.76	
						WARRANT=110818 RUN=1 BIWEEKLY		369.68	

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 515-600100-74500	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY			
PRJ 515-601900-74500	11/08/2018	110818	110818	1110818	1110818	WAGES AND SALARIES		3,438.16	
PRJ 515-602200-74500	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY			
PRJ 515-602600-74500	11/08/2018	110818	110818	1110818	1110818	STATE RETIREMENT		541.51	
PRJ 811-600100	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY			
PRJ 811-601900	11/08/2018	110818	110818	1110818	1110818	FICA TAXES		225.56	
PRJ 811-602200	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY			
PRJ 811-602600	11/08/2018	110818	110818	1110818	1110818	HEALTH INSURANCE		952.94	
PRJ 825-600100	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY			
PRJ 825-601900	11/08/2018	110818	110818	1110818	1110818	WAGES AND SALARIES		25,570.10	
PRJ 825-602200	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY			
PRJ 825-602600	11/08/2018	110818	110818	1110818	1110818	STATE RETIREMENT		4,027.29	
PRJ 825-600100	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY			
PRJ 825-601900	11/08/2018	110818	110818	1110818	1110818	FICA TAXES		1,849.79	
PRJ 825-602200	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY			
PRJ 825-602600	11/08/2018	110818	110818	1110818	1110818	HEALTH INSURANCE		5,820.17	
PRJ 445-600100	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY			
PRJ 445-601900	11/08/2018	110818	110818	1110818	1110818	WAGES AND SALARIES		1,540.26	
PRJ 445-602200	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY			
PRJ 445-602600	11/08/2018	110818	110818	1110818	1110818	STATE RETIREMENT		242.59	
PRJ 445-600100	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY			
PRJ 445-601900	11/08/2018	110818	110818	1110818	1110818	FICA TAXES		114.94	
PRJ 445-602200	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY			
PRJ 445-602600	11/08/2018	110818	110818	1110818	1110818	HEALTH INSURANCE		298.90	
PRJ 445-600100	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY			
PRJ 445-601900	11/08/2018	110818	110818	1110818	1110818	WAGES AND SALARIES		8,320.43	
PRJ 445-602200	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY			
PRJ 445-602600	11/08/2018	110818	110818	1110818	1110818	OVERTIME		30.03	
PRJ 445-600100	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY			
PRJ 445-601900	11/08/2018	110818	110818	1110818	1110818	STATE RETIREMENT		1,315.20	
PRJ 445-602200	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY			
PRJ 445-602600	11/08/2018	110818	110818	1110818	1110818	FICA TAXES		613.81	
PRJ 445-600100	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY			
PRJ 445-601900	11/08/2018	110818	110818	1110818	1110818	HEALTH INSURANCE		1,038.49	
PRJ 445-602200	11/08/2018	110818	110818	1110818	1110818	WARRANT=110818 RUN=1 BIWEEKLY			
GENERAL LEDGER TOTAL								2,388,822.70	2,388,822.70
PRJ 001-200100	11/08/2018					EQTY IN PLD CASH-GENERAL		1,361,192.90	
PRJ 010-110100	11/08/2018					EQUITY IN POOLED CASH			1,361,192.90
PRJ 001-201900	11/08/2018					EQTY IN PLD CASH-CDBG		9,114.64	
PRJ 200-110100	11/08/2018					EQUITY IN POOLED CASH			9,114.64
PRJ 001-203700	11/08/2018					EQTY IN PLD CASH-WATER\SEWER		39,464.04	

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 400-110100	11/08/2018					EQUITY IN POOLED CASH			39,464.04
PRJ 001-204300	11/08/2018					EQTY IN PLD CASH-J T JONES		11,317.96	
PRJ 420-110100	11/08/2018					EQUITY IN POOLED CASH			11,317.96
SYSTEM GENERATED ENTRIES TOTAL								1,421,089.54	1,421,089.54
JOURNAL 2019/02/20247 TOTAL								3,809,912.24	3,809,912.24
2019 2 20247									
PRJ 010-311300	11/08/2018	110818	110818	1110818	1110818	EXPENDITURE CONTROL WARRANT=110818 RUN=1 BIWEEKLY		1,361,192.90	
PRJ 200-311300	11/08/2018	110818	110818	1110818	1110818	EXPENDITURE CONTROL WARRANT=110818 RUN=1 BIWEEKLY		9,114.64	
PRJ 400-311300	11/08/2018	110818	110818	1110818	1110818	EXPENDITURE CONTROL WARRANT=110818 RUN=1 BIWEEKLY		39,464.04	
PRJ 420-311300	11/08/2018	110818	110818	1110818	1110818	EXPENDITURE CONTROL WARRANT=110818 RUN=1 BIWEEKLY		11,317.96	

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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FUND	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT								
001 POOLED CASH	2019	2	20247	11/08/2018				
001-100351					PAYROLL CLEARING	746,065.44		
001-100351					PAYROLL CLEARING			1,642,757.26
001-200100					EQTY IN PLD CASH-GENERAL	1,361,192.90		
001-201900					EQTY IN PLD CASH-CDBG	9,114.64		
001-203700					EQTY IN PLD CASH-WATER\SEWER	39,464.04		
001-204300					EQTY IN PLD CASH-J T JONES	11,317.96		
001-213700					WITHHOLDING-FEDERAL	70,268.76		
001-213700					WITHHOLDING-FEDERAL			70,268.76
001-213900					WITHHOLDING-STATE			28,200.91
001-214100					WITHHOLDING-RETIREMENT			250,943.49
001-214300					WITHHOLDING-HEALTH INSURANCE			217,369.87
001-214350					WITHHOLDING-VISION 100%EE PAID			2,646.90
001-214400					WITHHOLDING-FLEX SPENDING ACCT			3,788.75
001-214700					WITHHOLDING-GARNISHMENTS	4,318.14		
001-214700					WITHHOLDING-GARNISHMENTS			7,322.82
001-214900					WITHHOLDING-DEFERRED COMP			7,790.26
001-215900					WITHHOLDING-POLICE BENEVOLENT			493.00
001-216100					WITHHOLDING-COLONIAL LIFE			112.42
001-216150					WITHHOLDING-LINCOLN NATL LIFE			4,374.78
001-216300					WITHHOLDING-AFLAC			4,796.77
001-216400					WITHHOLDING-UNUM			831.01
001-216500					WITHHOLDING-PREPAID LEGAL			44.88
001-216700					ACCRUED AND WITHHELD FICA	147,080.82		
001-216700					ACCRUED AND WITHHELD FICA			147,080.82
					FUND TOTAL	2,388,822.70		2,388,822.70
010 GENERAL FUND	2019	2	20247	11/08/2018				
010-110100					EQUITY IN POOLED CASH			1,361,192.90
010-311300					EXPENDITURE CONTROL	1,361,192.90		
					FUND TOTAL	1,361,192.90		1,361,192.90
200 COMMUNITY DEVELOPMENT	2019	2	20247	11/08/2018				
200-110100					EQUITY IN POOLED CASH			9,114.64
200-311300					EXPENDITURE CONTROL	9,114.64		
					FUND TOTAL	9,114.64		9,114.64
400 WATER/SEWER UTILITY FUND	2019	2	20247	11/08/2018				
400-110100					EQUITY IN POOLED CASH			39,464.04
400-311300					EXPENDITURE CONTROL	39,464.04		
					FUND TOTAL	39,464.04		39,464.04
420 JOSEPH T JONES	2019	2	20247	11/08/2018				
420-110100					EQUITY IN POOLED CASH			11,317.96
420-311300					EXPENDITURE CONTROL	11,317.96		

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 GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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FUND	YEAR PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
FUND TOTAL						11,317.96	11,317.96

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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FUND		DUE TO	DUE FROM
001	POOLED CASH	1,421,089.54	
010	GENERAL FUND		1,361,192.90
200	COMMUNITY DEVELOPMENT		9,114.64
400	WATER/SEWER UTILITY FUND		39,464.04
420	JOSEPH T JONES		11,317.96
TOTAL		1,421,089.54	1,421,089.54

** END OF REPORT - Generated by Shelia Casey **

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 112118

PAY PERIOD 11/05/2018 to 11/18/2018

CHECK DATE 11/21/2018

YEAR 2019 PERIOD 2
EXPENDITURE ENTRIES
SHORT DESC 112118

GL EFF DATE 11/21/2018
REFERENCE 112118
REFERENCE2 112118

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2019 PERIOD 2				GL EFF DATE 11/21/2018	
111	600100	2	EXECUTIVE	WAGES AND SALARIES	8,309.68
111	601900		EXECUTIVE	STATE RETIREMENT	1,308.77
111	602200		EXECUTIVE	FICA TAXES	605.75
111	602600		EXECUTIVE	HEALTH INSURANCE	1,374.34
115	600100		LEGISLATIVE	WAGES AND SALARIES	8,433.71
115	601900		LEGISLATIVE	STATE RETIREMENT	1,252.26
115	602200		LEGISLATIVE	FICA TAXES	563.34
115	602600		LEGISLATIVE	HEALTH INSURANCE	3,006.56
125	600100		JUDICIAL	WAGES AND SALARIES	28,397.56
125	601900		JUDICIAL	STATE RETIREMENT	4,472.59
125	602200		JUDICIAL	FICA TAXES	2,040.14
125	602600		JUDICIAL	HEALTH INSURANCE	5,600.68
135	600100		LEGAL	WAGES AND SALARIES	25,996.73
135	601900		LEGAL	STATE RETIREMENT	4,094.49
135	602200		LEGAL	FICA TAXES	1,906.54
135	602600		LEGAL	HEALTH INSURANCE	3,767.53
145	600100		GENERAL ADMINISTRATION	WAGES AND SALARIES	37,244.64
145	600400		GENERAL ADMINISTRATION	OVERTIME	98.31
145	601900		GENERAL ADMINISTRATION	STATE RETIREMENT	5,791.76
145	602200		GENERAL ADMINISTRATION	FICA TAXES	2,716.91
145	602600		GENERAL ADMINISTRATION	HEALTH INSURANCE	5,038.16
150	600100		INFORMATION TECHNOLOGY	WAGES AND SALARIES	22,901.65
150	600400		INFORMATION TECHNOLOGY	OVERTIME	14.68
150	601900		INFORMATION TECHNOLOGY	STATE RETIREMENT	3,599.09
150	602200		INFORMATION TECHNOLOGY	FICA TAXES	1,623.63
150	602600		INFORMATION TECHNOLOGY	HEALTH INSURANCE	5,356.50
213	600100		POLICE OPERATING	WAGES AND SALARIES	333,687.49
213	600400		POLICE OPERATING	OVERTIME	29,746.11
213	601000		POLICE OPERATING	HOLIDAY PAY	9,763.86
213	601900		POLICE OPERATING	STATE RETIREMENT	58,778.53
213	602200		POLICE OPERATING	FICA TAXES	27,034.27
213	602600		POLICE OPERATING	HEALTH INSURANCE	60,302.62
290	600100		FIRE	WAGES AND SALARIES	256,284.08
290	600400		FIRE	OVERTIME	59,158.34
290	601000		FIRE	HOLIDAY PAY	1,776.96
290	601900		FIRE	STATE RETIREMENT	49,962.01
290	602200		FIRE	FICA TAXES	23,073.31
290	602600		FIRE	HEALTH INSURANCE	46,952.19
313	600100		PUBLIC WORKS ADMIN	WAGES AND SALARIES	16,124.10
313	601900		PUBLIC WORKS ADMIN	STATE RETIREMENT	2,548.99
313	602200		PUBLIC WORKS ADMIN	FICA TAXES	1,184.61
313	602600		PUBLIC WORKS ADMIN	HEALTH INSURANCE	1,551.52
315	600100		TRAFFIC CONTROL AND SAFETY	WAGES AND SALARIES	12,198.28
315	600400		TRAFFIC CONTROL AND SAFETY	OVERTIME	642.26
315	601900		TRAFFIC CONTROL AND SAFETY	STATE RETIREMENT	2,031.83
315	602200		TRAFFIC CONTROL AND SAFETY	FICA TAXES	958.19
315	602600		TRAFFIC CONTROL AND SAFETY	HEALTH INSURANCE	2,051.08

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 112118

PAY PERIOD 11/05/2018 to 11/18/2018

CHECK DATE 11/21/2018

YEAR 2019 PERIOD 2
EXPENDITURE ENTRIES
SHORT DESC 112118

GL EFF DATE 11/21/2018
REFERENCE 112118
REFERENCE2 112118

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
335	600100		MAINTENANCE GARAGE	WAGES AND SALARIES	14,653.33
335	601900		MAINTENANCE GARAGE	STATE RETIREMENT	2,312.62
335	602200		MAINTENANCE GARAGE	FICA TAXES	1,085.99
335	602600		MAINTENANCE GARAGE	HEALTH INSURANCE	1,321.39
325	600100		ENGINEERING	WAGES AND SALARIES	17,812.84
325	601900		ENGINEERING	STATE RETIREMENT	2,810.25
325	602200		ENGINEERING	FICA TAXES	1,312.41
325	602600		ENGINEERING	HEALTH INSURANCE	2,098.03
411	600100		LEISURE SERVICES	WAGES AND SALARIES	67,705.39
411	600100	41130	LEISURE SERVICES	WAGES AND SALARIES	932.53
411	600100	41133	LEISURE SERVICES	WAGES AND SALARIES	1,026.36
411	600100	41136	LEISURE SERVICES	WAGES AND SALARIES	5,828.45
411	600100	41138	LEISURE SERVICES	WAGES AND SALARIES	121.78
411	600100	41140	LEISURE SERVICES	WAGES AND SALARIES	1,103.30
411	600100	41144	LEISURE SERVICES	WAGES AND SALARIES	2,396.00
411	600400		LEISURE SERVICES	OVERTIME	4,402.51
411	600400	41130	LEISURE SERVICES	OVERTIME	299.96
411	600400	41136	LEISURE SERVICES	OVERTIME	1,239.97
411	600400	41140	LEISURE SERVICES	OVERTIME	155.15
411	600400	41144	LEISURE SERVICES	OVERTIME	5.09
411	601000		LEISURE SERVICES	HOLIDAY PAY	158.83
411	601900		LEISURE SERVICES	STATE RETIREMENT	11,340.11
411	601900	41130	LEISURE SERVICES	STATE RETIREMENT	194.12
411	601900	41133	LEISURE SERVICES	STATE RETIREMENT	161.65
411	601900	41136	LEISURE SERVICES	STATE RETIREMENT	1,118.01
411	601900	41138	LEISURE SERVICES	STATE RETIREMENT	19.18
411	601900	41140	LEISURE SERVICES	STATE RETIREMENT	198.21
411	601900	41144	LEISURE SERVICES	STATE RETIREMENT	378.17
411	602200		LEISURE SERVICES	FICA TAXES	5,259.02
411	602200	41130	LEISURE SERVICES	FICA TAXES	91.47
411	602200	41133	LEISURE SERVICES	FICA TAXES	70.84
411	602200	41136	LEISURE SERVICES	FICA TAXES	537.52
411	602200	41138	LEISURE SERVICES	FICA TAXES	9.16
411	602200	41140	LEISURE SERVICES	FICA TAXES	82.69
411	602200	41144	LEISURE SERVICES	FICA TAXES	181.96
411	602600		LEISURE SERVICES	HEALTH INSURANCE	14,060.02
411	602600	41130	LEISURE SERVICES	HEALTH INSURANCE	117.14
411	602600	41133	LEISURE SERVICES	HEALTH INSURANCE	318.97
411	602600	41136	LEISURE SERVICES	HEALTH INSURANCE	458.87
411	602600	41138	LEISURE SERVICES	HEALTH INSURANCE	18.38
411	602600	41140	LEISURE SERVICES	HEALTH INSURANCE	541.91
411	602600	41144	LEISURE SERVICES	HEALTH INSURANCE	25.00
415	600100		BUILDING MAINTENANCE	WAGES AND SALARIES	1,140.86
415	600400		BUILDING MAINTENANCE	OVERTIME	834.25
415	601900		BUILDING MAINTENANCE	STATE RETIREMENT	311.08
415	602200		BUILDING MAINTENANCE	FICA TAXES	151.10
611	600100		PLANNING AND ZONING	WAGES AND SALARIES	40,740.79
611	601900		PLANNING AND ZONING	STATE RETIREMENT	6,416.67

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 112118

PAY PERIOD 11/05/2018 to 11/18/2018

CHECK DATE 11/21/2018

YEAR 2019 PERIOD 2
EXPENDITURE ENTRIES
SHORT DESC 112118

GL EFF DATE 11/21/2018
REFERENCE 112118
REFERENCE2 112118

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
611	602200		PLANNING AND ZONING	FICA TAXES	2,922.14
611	602600		PLANNING AND ZONING	HEALTH INSURANCE	8,776.06
621	600100		ECONOMIC DEVELOPMENT	WAGES AND SALARIES	6,063.76
621	601900		ECONOMIC DEVELOPMENT	STATE RETIREMENT	955.04
621	602200		ECONOMIC DEVELOPMENT	FICA TAXES	451.05
621	602600		ECONOMIC DEVELOPMENT	HEALTH INSURANCE	725.73
FUND TOTALS					1,414,779.74
511	600100	05600	COMMUNITY DEVELOPMENT	WAGES AND SALARIES	2,913.20
511	601900	05600	COMMUNITY DEVELOPMENT	STATE RETIREMENT	458.83
511	602200	05600	COMMUNITY DEVELOPMENT	FICA TAXES	214.76
511	602600	05600	COMMUNITY DEVELOPMENT	HEALTH INSURANCE	369.68
515	600100	74500	HOME CONSORTIUM-GULFPORT	WAGES AND SALARIES	3,438.14
515	601900	74500	HOME CONSORTIUM-GULFPORT	STATE RETIREMENT	541.51
515	602200	74500	HOME CONSORTIUM-GULFPORT	FICA TAXES	225.56
515	602600	74500	HOME CONSORTIUM-GULFPORT	HEALTH INSURANCE	952.94
FUND TOTALS					9,114.62
811	600100		UTILITY BILLING	WAGES AND SALARIES	25,570.12
811	601900		UTILITY BILLING	STATE RETIREMENT	4,027.32
811	602200		UTILITY BILLING	FICA TAXES	1,849.80
811	602600		UTILITY BILLING	HEALTH INSURANCE	5,820.17
825	600100		SEWER OPERATIONS	WAGES AND SALARIES	1,540.26
825	601900		SEWER OPERATIONS	STATE RETIREMENT	242.59
825	602200		SEWER OPERATIONS	FICA TAXES	114.94
825	602600		SEWER OPERATIONS	HEALTH INSURANCE	298.90
FUND TOTALS					39,464.10
445	600100		JOSEPH T JONES	WAGES AND SALARIES	8,163.15
445	600400		JOSEPH T JONES	OVERTIME	8.58
445	601000		JOSEPH T JONES	HOLIDAY PAY	137.30
445	601900		JOSEPH T JONES	STATE RETIREMENT	1,308.67
445	602200		JOSEPH T JONES	FICA TAXES	610.64
445	602600		JOSEPH T JONES	HEALTH INSURANCE	1,038.49
FUND TOTALS					11,266.83
GRAND TOTALS					1,474,625.29

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 GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 112118

PAY PERIOD 11/05/2018 to 11/18/2018

CHECK DATE 11/21/2018

PAYROLL VENDOR INVOICES TO BE CREATED

VENDOR	REMIT NAME	WITHOLDING ORG/OBJ/PROJ	AMOUNT
1282	GROUP HEALTH LIFE AND DISABILITY	001-214350-	5,285.12
		Total for vendor/remit: 1282/0	5,285.12

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2019 2 21067	PRJ 001-100351	11/21/2018	112118	112118	1112118	1112118	PAYROLL CLEARING WARRANT=112118 RUN=1 BIWEEKLY		772,823.14	
	PRJ 001-213700	11/21/2018	112118	112118	1112118	1112118	WITHHOLDING-FEDERAL WARRANT=112118 RUN=1 BIWEEKLY			76,449.38
	PRJ 001-213700	11/21/2018	112118	112118	1112118	1112118	WITHHOLDING-FEDERAL WARRANT=112118 RUN=1 BIWEEKLY		76,449.38	
	PRJ 001-100351	11/21/2018	112118	112118	1112118	1112118	PAYROLL CLEARING WARRANT=112118 RUN=1 BIWEEKLY			2,766,561.03
	PRJ 001-213900	11/21/2018	112118	112118	1112118	1112118	WITHHOLDING-STATE WARRANT=112118 RUN=1 BIWEEKLY			30,280.28
	PRJ 001-213900	11/21/2018	112118	112118	1112118	1112118	WITHHOLDING-STATE WARRANT=112118 RUN=1 BIWEEKLY		58,481.19	
	PRJ 001-214100	11/21/2018	112118	112118	1112118	1112118	WITHHOLDING-RETIREMENT WARRANT=112118 RUN=1 BIWEEKLY			261,823.42
	PRJ 001-214100	11/21/2018	112118	112118	1112118	1112118	WITHHOLDING-RETIREMENT WARRANT=112118 RUN=1 BIWEEKLY		512,766.91	
	PRJ 001-214300	11/21/2018	112118	112118	1112118	1112118	WITHHOLDING-HEALTH INSURANCE WARRANT=112118 RUN=1 BIWEEKLY			217,037.04
	PRJ 001-214300	11/21/2018	112118	112118	1112118	1112118	WITHHOLDING-HEALTH INSURANCE WARRANT=112118 RUN=1 BIWEEKLY		434,406.91	
	PRJ 001-214350	11/21/2018	112118	112118	1112118	1112118	WITHHOLDING-VISION 100%EE PAID WARRANT=112118 RUN=1 BIWEEKLY			2,638.22
	PRJ 001-214400	11/21/2018	112118	112118	1112118	1112118	WITHHOLDING-FLEX SPENDING ACCT WARRANT=112118 RUN=1 BIWEEKLY			3,788.75
	PRJ 001-214400	11/21/2018	112118	112118	1112118	1112118	WITHHOLDING-FLEX SPENDING ACCT WARRANT=112118 RUN=1 BIWEEKLY		7,577.50	
	PRJ 001-214500	11/21/2018	112118	112118	1112118	1112118	WITHHOLDING-TAX LIENS WARRANT=112118 RUN=1 BIWEEKLY			1,146.10
	PRJ 001-214500	11/21/2018	112118	112118	1112118	1112118	WITHHOLDING-TAX LIENS WARRANT=112118 RUN=1 BIWEEKLY		1,146.10	
	PRJ 001-214700	11/21/2018	112118	112118	1112118	1112118	WITHHOLDING-GARNISHMENTS WARRANT=112118 RUN=1 BIWEEKLY			7,500.05
	PRJ 001-214700	11/21/2018	112118	112118	1112118	1112118	WITHHOLDING-GARNISHMENTS WARRANT=112118 RUN=1 BIWEEKLY		10,504.73	
	PRJ 001-214900	11/21/2018	112118	112118	1112118	1112118	WITHHOLDING-DEFERRED COMP WARRANT=112118 RUN=1 BIWEEKLY			7,790.26
	PRJ 001-214900	11/21/2018	112118	112118	1112118	1112118	WITHHOLDING-DEFERRED COMP WARRANT=112118 RUN=1 BIWEEKLY		15,580.52	
	PRJ 001-215900	11/21/2018	112118	112118	1112118	1112118	WITHHOLDING-POLICE BENEVOLENT WARRANT=112118 RUN=1 BIWEEKLY			493.00
	PRJ 001-215900	11/21/2018	112118	112118	1112118	1112118	WITHHOLDING-POLICE BENEVOLENT WARRANT=112118 RUN=1 BIWEEKLY		986.00	
	PRJ 001-216100	11/21/2018	112118	112118	1112118	1112118	WITHHOLDING-COLONIAL LIFE WARRANT=112118 RUN=1 BIWEEKLY			112.42
	PRJ 001-216100	11/21/2018	112118	112118	1112118	1112118	WITHHOLDING-COLONIAL LIFE WARRANT=112118 RUN=1 BIWEEKLY		224.84	
	PRJ 001-216150	11/21/2018	112118	112118	1112118	1112118	WITHHOLDING-LINCOLN NATL LIFE			4,359.03

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PRJ 001-216150	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY WITHHOLDING-LINCOLN NATL LIFE		8,733.81	
PRJ 001-216300	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY WITHHOLDING-AFLAC			4,796.77
PRJ 001-216300	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY WITHHOLDING-AFLAC		9,593.54	
PRJ 001-216400	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY WITHHOLDING-UNUM			808.06
PRJ 001-216400	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY WITHHOLDING-UNUM		1,639.07	
PRJ 001-216500	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY WITHHOLDING-PREPAID LEGAL			44.88
PRJ 001-216500	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY WITHHOLDING-PREPAID LEGAL		89.76	
PRJ 001-216700	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY ACCRUED AND WITHHELD FICA			153,755.48
PRJ 001-216700	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY ACCRUED AND WITHHELD FICA		153,755.48	
PRJ 111-600100	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY WAGES AND SALARIES		8,309.68	
PRJ 111-601900	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY STATE RETIREMENT		1,308.77	
PRJ 111-602200	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY FICA TAXES		605.75	
PRJ 111-602600	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY HEALTH INSURANCE		1,374.34	
PRJ 115-600100	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY WAGES AND SALARIES		8,433.71	
PRJ 115-601900	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY STATE RETIREMENT		1,252.26	
PRJ 115-602200	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY FICA TAXES		563.34	
PRJ 115-602600	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY HEALTH INSURANCE		3,006.56	
PRJ 125-600100	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY WAGES AND SALARIES		28,397.56	
PRJ 125-601900	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY STATE RETIREMENT		4,472.59	
PRJ 125-602200	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY FICA TAXES		2,040.14	
PRJ 125-602600	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY HEALTH INSURANCE		5,600.68	
PRJ 135-600100	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY WAGES AND SALARIES		25,996.73	
PRJ 135-601900	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY STATE RETIREMENT		4,094.49	
PRJ 135-602200	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY FICA TAXES		1,906.54	
	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			

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PRJ 135-602600	11/21/2018	112118	112118	1112118	1112118	HEALTH INSURANCE		3,767.53	
PRJ 145-600100	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 145-600400	11/21/2018	112118	112118	1112118	1112118	WAGES AND SALARIES		37,244.64	
PRJ 145-601900	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 145-602200	11/21/2018	112118	112118	1112118	1112118	OVERTIME		98.31	
PRJ 145-602600	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 145-602200	11/21/2018	112118	112118	1112118	1112118	STATE RETIREMENT		5,791.76	
PRJ 145-602600	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 150-600100	11/21/2018	112118	112118	1112118	1112118	FICA TAXES		2,716.91	
PRJ 150-600400	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 150-601900	11/21/2018	112118	112118	1112118	1112118	HEALTH INSURANCE		5,038.16	
PRJ 150-602200	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 150-602600	11/21/2018	112118	112118	1112118	1112118	WAGES AND SALARIES		22,901.65	
PRJ 150-600100	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 150-600400	11/21/2018	112118	112118	1112118	1112118	OVERTIME		14.68	
PRJ 150-601900	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 150-602200	11/21/2018	112118	112118	1112118	1112118	STATE RETIREMENT		3,599.09	
PRJ 150-602600	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 213-600100	11/21/2018	112118	112118	1112118	1112118	FICA TAXES		1,623.63	
PRJ 213-600400	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 213-601000	11/21/2018	112118	112118	1112118	1112118	HEALTH INSURANCE		5,356.50	
PRJ 213-601900	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 213-602200	11/21/2018	112118	112118	1112118	1112118	WAGES AND SALARIES		333,687.49	
PRJ 213-602600	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 213-600100	11/21/2018	112118	112118	1112118	1112118	OVERTIME		29,746.11	
PRJ 213-600400	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 213-601000	11/21/2018	112118	112118	1112118	1112118	HOLIDAY PAY		9,763.86	
PRJ 213-601900	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 213-602200	11/21/2018	112118	112118	1112118	1112118	STATE RETIREMENT		58,778.53	
PRJ 213-602600	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 290-600100	11/21/2018	112118	112118	1112118	1112118	FICA TAXES		27,034.27	
PRJ 290-600400	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 290-601000	11/21/2018	112118	112118	1112118	1112118	HEALTH INSURANCE		60,302.62	
PRJ 290-601900	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 290-602200	11/21/2018	112118	112118	1112118	1112118	WAGES AND SALARIES		256,284.08	
PRJ 290-602600	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 313-600100	11/21/2018	112118	112118	1112118	1112118	OVERTIME		59,158.34	
PRJ 313-600400	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 313-601000	11/21/2018	112118	112118	1112118	1112118	HOLIDAY PAY		1,776.96	
PRJ 313-601900	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 313-602200	11/21/2018	112118	112118	1112118	1112118	STATE RETIREMENT		49,962.01	
PRJ 313-602600	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 313-600100	11/21/2018	112118	112118	1112118	1112118	FICA TAXES		23,073.31	
PRJ 313-600400	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 313-601000	11/21/2018	112118	112118	1112118	1112118	HEALTH INSURANCE		46,952.19	
PRJ 313-601900	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 313-602200	11/21/2018	112118	112118	1112118	1112118	WAGES AND SALARIES		16,124.10	
PRJ 313-602600	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 313-600100	11/21/2018	112118	112118	1112118	1112118	STATE RETIREMENT		2,548.99	

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PRJ 313-602200	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 313-602600	11/21/2018	112118	112118	1112118	1112118	FICA TAXES		1,184.61	
PRJ 315-600100	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 315-600400	11/21/2018	112118	112118	1112118	1112118	HEALTH INSURANCE		1,551.52	
PRJ 315-601900	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 315-602200	11/21/2018	112118	112118	1112118	1112118	WAGES AND SALARIES		12,198.28	
PRJ 315-602600	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 315-600100	11/21/2018	112118	112118	1112118	1112118	OVERTIME		642.26	
PRJ 315-601900	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 315-602200	11/21/2018	112118	112118	1112118	1112118	STATE RETIREMENT		2,031.83	
PRJ 315-602600	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 315-600100	11/21/2018	112118	112118	1112118	1112118	FICA TAXES		958.19	
PRJ 315-601900	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 315-602200	11/21/2018	112118	112118	1112118	1112118	HEALTH INSURANCE		2,051.08	
PRJ 315-602600	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 335-600100	11/21/2018	112118	112118	1112118	1112118	WAGES AND SALARIES		14,653.33	
PRJ 335-601900	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 335-602200	11/21/2018	112118	112118	1112118	1112118	STATE RETIREMENT		2,312.62	
PRJ 335-602600	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 335-600100	11/21/2018	112118	112118	1112118	1112118	FICA TAXES		1,085.99	
PRJ 335-601900	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 335-602200	11/21/2018	112118	112118	1112118	1112118	HEALTH INSURANCE		1,321.39	
PRJ 335-602600	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 325-600100	11/21/2018	112118	112118	1112118	1112118	WAGES AND SALARIES		17,812.84	
PRJ 325-601900	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 325-602200	11/21/2018	112118	112118	1112118	1112118	STATE RETIREMENT		2,810.25	
PRJ 325-602600	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 325-600100	11/21/2018	112118	112118	1112118	1112118	FICA TAXES		1,312.41	
PRJ 325-601900	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 325-602200	11/21/2018	112118	112118	1112118	1112118	HEALTH INSURANCE		2,098.03	
PRJ 325-602600	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 411-600100	11/21/2018	112118	112118	1112118	1112118	WAGES AND SALARIES		67,705.39	
PRJ 411-600100-41130	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 411-600100-41133	11/21/2018	112118	112118	1112118	1112118	WAGES AND SALARIES		932.53	
PRJ 411-600100-41136	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 411-600100-41138	11/21/2018	112118	112118	1112118	1112118	WAGES AND SALARIES		1,026.36	
PRJ 411-600100-41140	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 411-600100-41144	11/21/2018	112118	112118	1112118	1112118	WAGES AND SALARIES		5,828.45	
PRJ 411-600400	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 411-600400-41130	11/21/2018	112118	112118	1112118	1112118	WAGES AND SALARIES		121.78	
PRJ 411-600400-41133	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 411-600400-41136	11/21/2018	112118	112118	1112118	1112118	WAGES AND SALARIES		1,103.30	
PRJ 411-600400-41138	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 411-600400-41140	11/21/2018	112118	112118	1112118	1112118	WAGES AND SALARIES		2,396.00	
PRJ 411-600400-41144	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 411-600400-41130	11/21/2018	112118	112118	1112118	1112118	OVERTIME		4,402.51	
PRJ 411-600400-41133	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			
PRJ 411-600400-41136	11/21/2018	112118	112118	1112118	1112118	OVERTIME		299.96	
PRJ 411-600400-41138	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			

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PRJ 411-600400-41136	11/21/2018 112118		112118	1112118	1112118	OVERTIME		1,239.97	
PRJ 411-600400-41140	11/21/2018 112118		112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY		155.15	
PRJ 411-600400-41144	11/21/2018 112118		112118	1112118	1112118	OVERTIME		5.09	
PRJ 411-601000	11/21/2018 112118		112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY		158.83	
PRJ 411-601900	11/21/2018 112118		112118	1112118	1112118	HOLIDAY PAY		11,340.11	
PRJ 411-601900-41130	11/21/2018 112118		112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY		194.12	
PRJ 411-601900-41133	11/21/2018 112118		112118	1112118	1112118	STATE RETIREMENT		161.65	
PRJ 411-601900-41136	11/21/2018 112118		112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY		1,118.01	
PRJ 411-601900-41138	11/21/2018 112118		112118	1112118	1112118	STATE RETIREMENT		19.18	
PRJ 411-601900-41140	11/21/2018 112118		112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY		198.21	
PRJ 411-601900-41144	11/21/2018 112118		112118	1112118	1112118	STATE RETIREMENT		378.17	
PRJ 411-602200	11/21/2018 112118		112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY		5,259.02	
PRJ 411-602200-41130	11/21/2018 112118		112118	1112118	1112118	FICA TAXES		91.47	
PRJ 411-602200-41133	11/21/2018 112118		112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY		70.84	
PRJ 411-602200-41136	11/21/2018 112118		112118	1112118	1112118	FICA TAXES		537.52	
PRJ 411-602200-41138	11/21/2018 112118		112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY		9.16	
PRJ 411-602200-41140	11/21/2018 112118		112118	1112118	1112118	FICA TAXES		82.69	
PRJ 411-602200-41144	11/21/2018 112118		112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY		181.96	
PRJ 411-602600	11/21/2018 112118		112118	1112118	1112118	FICA TAXES		14,060.02	
PRJ 411-602600-41130	11/21/2018 112118		112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY		117.14	
PRJ 411-602600-41133	11/21/2018 112118		112118	1112118	1112118	HEALTH INSURANCE		318.97	
PRJ 411-602600-41136	11/21/2018 112118		112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY		458.87	
PRJ 411-602600-41138	11/21/2018 112118		112118	1112118	1112118	HEALTH INSURANCE		18.38	
PRJ 411-602600-41140	11/21/2018 112118		112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY		541.91	
PRJ 411-602600-41144	11/21/2018 112118		112118	1112118	1112118	HEALTH INSURANCE		25.00	

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 415-600100	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY WAGES AND SALARIES		1,140.86	
PRJ 415-600400	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY OVERTIME		834.25	
PRJ 415-601900	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY STATE RETIREMENT		311.08	
PRJ 415-602200	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY FICA TAXES		151.10	
PRJ 611-600100	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY WAGES AND SALARIES		40,740.79	
PRJ 611-601900	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY STATE RETIREMENT		6,416.67	
PRJ 611-602200	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY FICA TAXES		2,922.14	
PRJ 611-602600	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY HEALTH INSURANCE		8,776.06	
PRJ 621-600100	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY WAGES AND SALARIES		6,063.76	
PRJ 621-601900	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY STATE RETIREMENT		955.04	
PRJ 621-602200	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY FICA TAXES		451.05	
PRJ 621-602600	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY HEALTH INSURANCE		725.73	
PRJ 511-600100-05600	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY WAGES AND SALARIES		2,913.20	
PRJ 511-601900-05600	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY STATE RETIREMENT		458.83	
PRJ 511-602200-05600	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY FICA TAXES		214.76	
PRJ 511-602600-05600	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY HEALTH INSURANCE		369.68	
PRJ 515-600100-74500	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY WAGES AND SALARIES		3,438.14	
PRJ 515-601900-74500	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY STATE RETIREMENT		541.51	
PRJ 515-602200-74500	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY FICA TAXES		225.56	
PRJ 515-602600-74500	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY HEALTH INSURANCE		952.94	
PRJ 811-600100	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY WAGES AND SALARIES		25,570.12	
PRJ 811-601900	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY STATE RETIREMENT		4,027.32	
PRJ 811-602200	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY FICA TAXES		1,849.80	
PRJ 811-602600	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY HEALTH INSURANCE		5,820.17	
	11/21/2018	112118	112118	1112118	1112118	WARRANT=112118 RUN=1 BIWEEKLY			

YEAR	PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ	825-600100	11/21/2018	112118	112118	1112118	1112118	WAGES AND SALARIES WARRANT=112118 RUN=1 BIWEEKLY		1,540.26	
PRJ	825-601900	11/21/2018	112118	112118	1112118	1112118	STATE RETIREMENT WARRANT=112118 RUN=1 BIWEEKLY		242.59	
PRJ	825-602200	11/21/2018	112118	112118	1112118	1112118	FICA TAXES WARRANT=112118 RUN=1 BIWEEKLY		114.94	
PRJ	825-602600	11/21/2018	112118	112118	1112118	1112118	HEALTH INSURANCE WARRANT=112118 RUN=1 BIWEEKLY		298.90	
PRJ	445-600100	11/21/2018	112118	112118	1112118	1112118	WAGES AND SALARIES WARRANT=112118 RUN=1 BIWEEKLY		8,163.15	
PRJ	445-600400	11/21/2018	112118	112118	1112118	1112118	OVERTIME WARRANT=112118 RUN=1 BIWEEKLY		8.58	
PRJ	445-601000	11/21/2018	112118	112118	1112118	1112118	HOLIDAY PAY WARRANT=112118 RUN=1 BIWEEKLY		137.30	
PRJ	445-601900	11/21/2018	112118	112118	1112118	1112118	STATE RETIREMENT WARRANT=112118 RUN=1 BIWEEKLY		1,308.67	
PRJ	445-602200	11/21/2018	112118	112118	1112118	1112118	FICA TAXES WARRANT=112118 RUN=1 BIWEEKLY		610.64	
PRJ	445-602600	11/21/2018	112118	112118	1112118	1112118	HEALTH INSURANCE WARRANT=112118 RUN=1 BIWEEKLY		1,038.49	
							GENERAL LEDGER TOTAL		3,539,384.17	3,539,384.17
PRJ	001-200100	11/21/2018					EQTY IN PLD CASH-GENERAL		1,414,779.74	
PRJ	010-110100	11/21/2018					EQUITY IN POOLED CASH			1,414,779.74
PRJ	001-201900	11/21/2018					EQTY IN PLD CASH-CDBG		9,114.62	
PRJ	200-110100	11/21/2018					EQUITY IN POOLED CASH			9,114.62
PRJ	001-203700	11/21/2018					EQTY IN PLD CASH-WATER\SEWER		39,464.10	
PRJ	400-110100	11/21/2018					EQUITY IN POOLED CASH			39,464.10
PRJ	001-204300	11/21/2018					EQTY IN PLD CASH-J T JONES		11,266.83	
PRJ	420-110100	11/21/2018					EQUITY IN POOLED CASH			11,266.83
							SYSTEM GENERATED ENTRIES TOTAL		1,474,625.29	1,474,625.29
							JOURNAL 2019/02/21067 TOTAL		5,014,009.46	5,014,009.46
2019	2	21067								
PRJ	010-311300	11/21/2018	112118	112118	1112118	1112118	EXPENDITURE CONTROL WARRANT=112118 RUN=1 BIWEEKLY		1,414,779.74	

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 200-311300	11/21/2018	112118	112118	1112118	1112118	EXPENDITURE CONTROL WARRANT=112118 RUN=1 BIWEEKLY		9,114.62	
PRJ 400-311300	11/21/2018	112118	112118	1112118	1112118	EXPENDITURE CONTROL WARRANT=112118 RUN=1 BIWEEKLY		39,464.10	
PRJ 420-311300	11/21/2018	112118	112118	1112118	1112118	EXPENDITURE CONTROL WARRANT=112118 RUN=1 BIWEEKLY		11,266.83	

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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FUND	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
001 POOLED CASH	2019	2	21067	11/21/2018			
001-100351					PAYROLL CLEARING	772,823.14	
001-100351					PAYROLL CLEARING		2,766,561.03
001-200100					EQT IN PLD CASH-GENERAL	1,414,779.74	
001-201900					EQT IN PLD CASH-CDBG	9,114.62	
001-203700					EQT IN PLD CASH-WATER\SEWER	39,464.10	
001-204300					EQT IN PLD CASH-J T JONES	11,266.83	
001-213700					WITHHOLDING-FEDERAL	76,449.38	
001-213700					WITHHOLDING-FEDERAL		76,449.38
001-213900					WITHHOLDING-STATE	58,481.19	
001-213900					WITHHOLDING-STATE		30,280.28
001-214100					WITHHOLDING-RETIREMENT	512,766.91	
001-214100					WITHHOLDING-RETIREMENT		261,823.42
001-214300					WITHHOLDING-HEALTH INSURANCE	434,406.91	
001-214300					WITHHOLDING-HEALTH INSURANCE		217,037.04
001-214350					WITHHOLDING-VISION 100%EE PAID		2,638.22
001-214400					WITHHOLDING-FLEX SPENDING ACCT	7,577.50	
001-214400					WITHHOLDING-FLEX SPENDING ACCT		3,788.75
001-214500					WITHHOLDING-TAX LIENS	1,146.10	
001-214500					WITHHOLDING-TAX LIENS		1,146.10
001-214700					WITHHOLDING-GARNISHMENTS	10,504.73	
001-214700					WITHHOLDING-GARNISHMENTS		7,500.05
001-214900					WITHHOLDING-DEFERRED COMP	15,580.52	
001-214900					WITHHOLDING-DEFERRED COMP		7,790.26
001-215900					WITHHOLDING-POLICE BENEVOLENT	986.00	
001-215900					WITHHOLDING-POLICE BENEVOLENT		493.00
001-216100					WITHHOLDING-COLONIAL LIFE	224.84	
001-216100					WITHHOLDING-COLONIAL LIFE		112.42
001-216150					WITHHOLDING-LINCOLN NATL LIFE	8,733.81	
001-216150					WITHHOLDING-LINCOLN NATL LIFE		4,359.03
001-216300					WITHHOLDING-AFLAC	9,593.54	
001-216300					WITHHOLDING-AFLAC		4,796.77
001-216400					WITHHOLDING-UNUM	1,639.07	
001-216400					WITHHOLDING-UNUM		808.06
001-216500					WITHHOLDING-PREPAID LEGAL	89.76	
001-216500					WITHHOLDING-PREPAID LEGAL		44.88
001-216700					ACCRUED AND WITHHELD FICA	153,755.48	
001-216700					ACCRUED AND WITHHELD FICA		153,755.48
					FUND TOTAL	3,539,384.17	3,539,384.17
010 GENERAL FUND	2019	2	21067	11/21/2018			
010-110100					EQUITY IN POOLED CASH		1,414,779.74
010-311300					EXPENDITURE CONTROL	1,414,779.74	
					FUND TOTAL	1,414,779.74	1,414,779.74
200 COMMUNITY DEVELOPMENT	2019	2	21067	11/21/2018			
200-110100					EQUITY IN POOLED CASH		9,114.62

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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FUND ACCOUNT	YEAR PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
200-311300					EXPENDITURE CONTROL	9,114.62	
					FUND TOTAL	9,114.62	9,114.62
400 WATER/SEWER UTILITY FUND	2019 2	21067		11/21/2018			
400-110100					EQUITY IN POOLED CASH		39,464.10
400-311300					EXPENDITURE CONTROL	39,464.10	
					FUND TOTAL	39,464.10	39,464.10
420 JOSEPH T JONES	2019 2	21067		11/21/2018			
420-110100					EQUITY IN POOLED CASH		11,266.83
420-311300					EXPENDITURE CONTROL	11,266.83	
					FUND TOTAL	11,266.83	11,266.83

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CITY OF GULFPORT
 GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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FUND		DUE TO	DUE FROM
001	POOLED CASH	1,474,625.29	
010	GENERAL FUND		1,414,779.74
200	COMMUNITY DEVELOPMENT		9,114.62
400	WATER/SEWER UTILITY FUND		39,464.10
420	JOSEPH T JONES		11,266.83
TOTAL		1,474,625.29	1,474,625.29

** END OF REPORT - Generated by Shelia Casey **



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Linda Elias, Comptroller
Administration

Date: 11/28/2018

Subject: Year-to-Date Budget Report - for the Month of October, 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: November 26, 2018

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

Please find attached a year-to-date budget report for the month ending October 31, 2018, representing the first (1st) month of the City's 2019 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
YEAR-TO-DATE BUDGET REPORT THRU
OCTOBER 31, 2018

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
010 GENERAL FUND							
000 REVENUES							
40 PROPERTY TAXES	-20,153,609	-20,153,609	-107,564.07	-107,564.07	.00	-20,046,044.93	.5%
41 SALES TAX	-22,334,900	-22,334,900	-1,800,650.78	-1,800,650.78	.00	-20,534,249.22	8.1%
42 LICENSES AND PERMITS	-1,170,321	-1,170,321	-83,200.95	-83,200.95	.00	-1,087,120.05	7.1%
43 FRANCHISE FEES	-3,669,339	-3,669,339	-855,317.53	-855,317.53	.00	-2,814,021.47	23.3%
44 GAMING FEES	-4,101,790	-4,101,790	-311,071.88	-311,071.88	.00	-3,790,718.12	7.6%
45 GRANTS FEDERAL	-458,250	-734,699	.00	.00	.00	-734,698.99	.0%
47 GRANTS OTHER	-1,176,750	-894,339	-95,907.64	-95,907.64	.00	-798,431.70	10.7%
48 FINES AND FORFEITS	-1,340,054	-1,340,054	-78,740.87	-78,740.87	.00	-1,261,313.13	5.9%
49 INTERGOVERNMENTAL	-1,885,000	-1,885,000	-13,050.00	-13,050.00	.00	-1,871,950.00	.7%
50 CHARGES FOR SERVICE	-2,447,277	-2,451,257	-47,299.78	-47,299.78	3,000.00	-2,406,956.77	1.8%
51 INTEREST EARNED	-269,350	-269,748	-9,992.03	-9,992.03	.00	9,992.03	100.0%
56 MISC REVENUE			-5,260.56	-5,260.56	.00	-264,487.44	2.0%
58 OTHER FINANCING SRCE			-1,000.00	-1,000.00	.00	1,000.00	100.0%
TOTAL REVENUES	-59,006,640	-59,005,056	-3,409,056.09	-3,409,056.09	3,000.00	-55,598,999.79	5.8%
111 EXECUTIVE							
60 PERSONAL SERVICES	304,223	304,223	23,234.58	23,234.58	.00	280,988.55	7.6%
61 SUPPLIES	1,200	1,200	31.40	31.40	.00	1,168.60	2.6%
62 OTHER SERVICES	28,144	28,144	2,279.97	2,279.97	.00	25,864.23	8.1%
TOTAL EXECUTIVE	333,567	333,567	25,545.95	25,545.95	.00	308,021.38	7.7%
115 LEGISLATIVE							
60 PERSONAL SERVICES	359,244	359,244	26,697.64	26,697.64	.00	332,546.72	7.4%
61 SUPPLIES	5,700	5,700	661.29	661.29	.00	5,038.71	11.6%
62 OTHER SERVICES	1,604,573	1,604,573	116,562.92	116,562.92	2,021.60	1,485,988.48	7.4%
63 CAPITAL OUTLAY	10,593	10,593	4,998.27	4,998.27	.00	5,594.73	47.2%
TOTAL LEGISLATIVE	1,980,110	1,980,110	148,920.12	148,920.12	2,021.60	1,829,168.64	7.6%
125 JUDICIAL							

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CITY OF GULFPORT
YEAR-TO-DATE BUDGET REPORT THRU
OCTOBER 31, 2018

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FOR 2019 01

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PERSONAL SERVICES	1,103,477	1,103,477	81,185.79	81,185.79	.00	1,022,291.03	7.4%
61 SUPPLIES	16,200	16,200	76.44	76.44	225.00	15,898.56	1.9%
62 OTHER SERVICES	445,616	445,616	34,279.24	34,279.24	1,215.00	410,121.76	8.0%
63 CAPITAL OUTLAY	5,000	5,000	.00	.00	.00	5,000.00	.0%
TOTAL JUDICIAL	1,570,293	1,570,293	115,541.47	115,541.47	1,440.00	1,453,311.35	7.4%
135 LEGAL							
60 PERSONAL SERVICES	954,183	954,183	71,555.14	71,555.14	.00	882,627.46	7.5%
61 SUPPLIES	6,479	6,479	788.96	788.96	26.53	5,663.51	12.6%
62 OTHER SERVICES	342,127	342,127	18,968.77	18,968.77	69,833.37	253,324.86	26.0%
63 CAPITAL OUTLAY	8,000	8,000	.00	.00	123.56	7,876.44	1.5%
TOTAL LEGAL	1,310,789	1,310,789	91,312.87	91,312.87	69,983.46	1,149,492.27	12.3%
145 GENERAL ADMINISTRATION							
60 PERSONAL SERVICES	2,335,542	2,335,542	168,827.94	168,827.94	.00	2,166,714.02	7.2%
61 SUPPLIES	75,961	75,961	4,012.88	4,012.88	1,570.83	70,376.96	7.4%
62 OTHER SERVICES	1,478,363	1,478,363	208,576.18	208,576.18	195,898.53	1,073,888.29	27.4%
63 CAPITAL OUTLAY	273,526	273,526	.00	.00	179,877.30	93,648.70	65.8%
TOTAL GENERAL ADMINISTRATION	4,163,392	4,163,392	381,417.00	381,417.00	377,346.66	3,404,627.97	18.2%
175 PUBLIC TRANSPORTATION							
62 OTHER SERVICES	356,933	356,933	.00	.00	.00	356,933.00	.0%
TOTAL PUBLIC TRANSPORTATION	356,933	356,933	.00	.00	.00	356,933.00	.0%
212 POLICE							
60 PERSONAL SERVICES	14,689,885	14,692,100	1,079,565.02	1,079,565.02	.00	13,612,534.73	7.3%
61 SUPPLIES	1,391,149	1,390,728	98,307.46	98,307.46	111,704.92	1,180,716.08	15.1%
62 OTHER SERVICES	2,117,401	2,153,583	98,817.98	98,817.98	7,480.10	2,047,285.13	4.9%

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CITY OF GULFPORT
YEAR-TO-DATE BUDGET REPORT THRU
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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
63 CAPITAL OUTLAY	61,723	93,239	.00	.00	53,337.90	39,901.10	57.2%
TOTAL POLICE	18,260,158	18,329,650	1,276,690.46	1,276,690.46	172,522.92	16,880,437.04	7.9%
290 FIRE							
60 PERSONAL SERVICES	11,285,176	11,285,176	826,082.04	826,082.04	.00	10,459,094.03	7.3%
61 SUPPLIES	717,684	717,684	38,068.55	38,068.55	125,383.39	554,232.08	22.8%
62 OTHER SERVICES	641,241	641,241	34,756.40	34,756.40	13,379.66	593,104.62	7.5%
63 CAPITAL OUTLAY	215,717	215,717	.00	.00	4,056.04	211,661.20	1.9%
TOTAL FIRE	12,859,818	12,859,818	898,906.99	898,906.99	142,819.09	11,818,091.93	8.1%
309 PUBLIC WORKS							
60 PERSONAL SERVICES	1,623,634	1,623,634	117,963.86	117,963.86	.00	1,505,670.13	7.3%
61 SUPPLIES	1,477,198	1,478,823	73,194.07	73,194.07	124,853.73	1,280,775.10	13.4%
62 OTHER SERVICES	3,685,111	3,685,111	444,163.47	444,163.47	3,055,479.79	185,467.74	95.0%
63 CAPITAL OUTLAY	607,775	369,184	.00	.00	156,506.58	212,677.47	42.4%
64 CAPITAL PROJECTS	63,673	63,673	11,087.00	11,087.00	.00	52,585.66	17.4%
TOTAL PUBLIC WORKS	7,457,391	7,220,425	646,408.40	646,408.40	3,336,840.10	3,237,176.10	55.2%
325 ENGINEERING							
60 PERSONAL SERVICES	532,885	532,885	40,741.36	40,741.36	.00	492,144.06	7.6%
61 SUPPLIES	15,264	13,639	1,565.94	1,565.94	399.52	11,673.64	14.4%
62 OTHER SERVICES	1,904,839	1,904,839	97,154.25	97,154.25	28,862.24	1,778,822.84	6.6%
63 CAPITAL OUTLAY	4,000	4,000	.00	.00	.00	4,000.00	.0%
TOTAL ENGINEERING	2,456,989	2,455,364	139,461.55	139,461.55	29,261.76	2,286,640.54	6.9%
407 LEISURE SERVICES							
60 PERSONAL SERVICES	3,265,882	3,265,882	239,753.69	239,753.69	.00	3,026,128.36	7.3%
61 SUPPLIES	961,072	961,072	45,556.56	45,556.56	77,453.48	838,061.96	12.8%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62 OTHER SERVICES	1,940,079	1,905,264	120,737.46	120,737.46	392,089.16	1,392,437.38	26.9%
63 CAPITAL OUTLAY	37,859	80,860	256.00	256.00	56,764.61	23,839.03	70.5%
65 DEBT SERVICE	131,883	123,698	10,874.48	10,874.48	112,822.70	.82	100.0%
TOTAL LEISURE SERVICES	6,336,775	6,336,776	417,178.19	417,178.19	639,129.95	5,280,467.55	16.7%
611 URBAN DEVELOP\BLDG\PLANNING							
60 PERSONAL SERVICES	1,589,972	1,589,972	120,360.29	120,360.29	.00	1,469,611.49	7.6%
61 SUPPLIES	44,940	44,940	1,733.34	1,733.34	1,172.65	42,034.01	6.5%
62 OTHER SERVICES	287,267	287,267	11,882.55	11,882.55	16,364.29	259,020.16	9.8%
TOTAL URBAN DEVELOP\BLDG\PLANNING	1,922,179	1,922,179	133,976.18	133,976.18	17,536.94	1,770,665.66	7.9%
621 ECONOMIC DEVELOPMENT							
60 PERSONAL SERVICES	233,531	233,531	16,616.46	16,616.46	.00	216,914.76	7.1%
61 SUPPLIES	14,100	14,100	1,611.59	1,611.59	3,519.00	8,969.41	36.4%
62 OTHER SERVICES	128,460	128,460	2,287.92	2,287.92	12,419.00	113,753.08	11.4%
63 CAPITAL OUTLAY	191,000	191,000	88.00	88.00	7,251.00	183,661.00	3.8%
TOTAL ECONOMIC DEVELOPMENT	567,091	567,091	20,603.97	20,603.97	23,189.00	523,298.25	7.7%
901 OPERATION TRANSFERS							
66 OPERATING TRANSFERS	1,470,027	1,470,027	.00	.00	.00	1,470,027.00	.0%
TOTAL OPERATION TRANSFERS	1,470,027	1,470,027	.00	.00	.00	1,470,027.00	.0%
TOTAL GENERAL FUND	1,183,760	1,871,357	886,907.06	886,907.06	4,815,091.48	-3,830,641.11	304.7%
TOTAL REVENUES	-59,006,640	-59,005,056	-3,409,056.09	-3,409,056.09	3,000.00	-55,598,999.79	
TOTAL EXPENSES	61,045,511	60,876,413	4,295,963.15	4,295,963.15	4,812,091.48	51,768,358.68	
030 DISASTER RELIEF							
000 REVENUES							

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030	DISASTER RELIEF	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
45	GRANTS FEDERAL	-1,235,165	-1,235,165	.00	.00	.00	-1,235,164.94	.0%
56	MISC REVENUE	0	0	-53,974.91	-53,974.91	.00	53,974.91	100.0%
	TOTAL REVENUES	-1,235,165	-1,235,165	-53,974.91	-53,974.91	.00	-1,181,190.03	4.4%
	TOTAL DISASTER RELIEF	-1,235,165	-1,235,165	-53,974.91	-53,974.91	.00	-1,181,190.03	4.4%
	TOTAL REVENUES	-1,235,165	-1,235,165	-53,974.91	-53,974.91	.00	-1,181,190.03	
100	CAPITAL PROJECTS							
000	REVENUES							
45	GRANTS FEDERAL	-22,740,373	-22,740,373	-1,456,888.16	-1,456,888.16	.00	-21,283,484.78	6.4%
46	GRANTS STATE	-162,257	-162,257	.00	.00	.00	-162,256.50	.0%
51	INTEREST EARNED	121,971	121,971	.00	.00	.00	121,970.78	.0%
56	MISC REVENUE	-435,932	-435,932	.00	.00	.00	-435,932.24	.0%
	TOTAL REVENUES	-23,216,591	-23,216,591	-1,456,888.16	-1,456,888.16	.00	-21,759,702.74	6.3%
345	CAPITAL PROJECTS - CAP							
62	OTHER SERVICES	284,583	264,751	16,315.94	16,315.94	39,289.08	209,146.03	21.0%
63	CAPITAL OUTLAY	1,325,622	1,041,700	13,592.92	13,592.92	1,325,621.35	-297,514.33	128.6%
64	CAPITAL PROJECTS	44,600,407	44,655,650	1,153,266.11	1,153,266.11	6,031,456.15	37,470,927.86	16.1%
65	DEBT SERVICE	-50,000	242,302	20,191.80	20,191.80	.00	222,109.80	8.3%
	TOTAL CAPITAL PROJECTS - CAP	46,160,612	46,204,403	1,203,366.77	1,203,366.77	7,396,366.58	37,604,669.36	18.6%
440	CAPITAL PRJS-LEISURE/HARBOR							
64	CAPITAL PROJECTS	146,403	146,403	.00	.00	146,402.52	.47	100.0%
	TOTAL CAPITAL PRJS-LEISURE/HARBOR	146,403	146,403	.00	.00	146,402.52	.47	100.0%
	TOTAL CAPITAL PROJECTS	23,090,424	23,134,215	-253,521.39	-253,521.39	7,542,769.10	15,844,967.09	31.5%
	TOTAL REVENUES	-23,216,591	-23,216,591	-1,456,888.16	-1,456,888.16	.00	-21,759,702.74	
	TOTAL EXPENSES	46,307,015	46,350,806	1,203,366.77	1,203,366.77	7,542,769.10	37,604,669.83	
200	COMMUNITY DEVELOPMENT							



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200	COMMUNITY DEVELOPMENT	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
000	REVENUES							
45	GRANTS FEDERAL	-7,172,769	-7,295,062	-713,272.36	-713,272.36	.00	-6,581,789.74	9.8%
51	INTEREST EARNED	0	0	-21.66	-21.66	.00	21.66	100.0%
	TOTAL REVENUES	-7,172,769	-7,295,062	-713,294.02	-713,294.02	.00	-6,581,768.08	9.8%
511	COMMUNITY DEVELOPMENT							
60	PERSONAL SERVICES	278,633	278,633	7,920.44	7,920.44	.00	270,713.05	2.8%
61	SUPPLIES	2,240	2,240	267.45	267.45	.00	1,973.04	11.9%
62	OTHER SERVICES	139,696	139,696	111.43	111.43	.00	139,584.12	.1%
64	CAPITAL PROJECTS	541,922	541,922	.00	.00	.00	541,922.14	.0%
	TOTAL COMMUNITY DEVELOPMENT	962,492	962,492	8,299.32	8,299.32	.00	954,192.35	.9%
513	HOME CONSORTIUM							
60	PERSONAL SERVICES	24,297	24,297	10,331.32	10,331.32	.00	13,965.18	42.5%
61	SUPPLIES	486	486	.00	.00	.00	486.12	.0%
62	OTHER SERVICES	4,540	4,540	.00	.00	90.24	4,449.42	2.0%
	TOTAL HOME CONSORTIUM	29,322	29,322	10,331.32	10,331.32	90.24	18,900.72	35.5%
514	CDBG SUPPLEMENTAL FUNDS-KATRINA							
62	OTHER SERVICES	334,930	334,930	.00	.00	.00	334,930.00	.0%
64	CAPITAL PROJECTS	7,664,644	7,698,966	411,524.06	411,524.06	1,844,967.67	5,442,474.44	29.3%
	TOTAL CDBG SUPPLEMENTAL FUNDS-KAT	7,999,574	8,033,896	411,524.06	411,524.06	1,844,967.67	5,777,404.44	28.1%
	TOTAL COMMUNITY DEVELOPMENT	4,754,708	1,730,648	-283,139.32	-283,139.32	1,845,057.91	168,729.43	90.3%
	TOTAL REVENUES	-7,172,769	-7,295,062	-713,294.02	-713,294.02	.00	-6,581,768.08	
	TOTAL EXPENSES	8,991,388	9,025,710	430,154.70	430,154.70	1,845,057.91	6,750,497.51	
210	POLICE AND FIRE RETIREMENT							
000	REVENUES							

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210	POLICE AND FIRE RETIREMENT	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
40	PROPERTY TAXES	-934,022	-934,022	-5,685.26	-5,685.26	.00	-928,336.74	.6%
49	INTERGOVERNMENTAL	-34,000	-34,000	.00	.00	.00	-34,000.00	.0%
	TOTAL REVENUES	-968,022	-968,022	-5,685.26	-5,685.26	.00	-962,336.74	.6%
211	POLICE AND FIRE RETIREMENT							
62	OTHER SERVICES	968,022	968,022	5,685.26	5,685.26	.00	962,336.74	.6%
	TOTAL POLICE AND FIRE RETIREMENT	968,022	968,022	5,685.26	5,685.26	.00	962,336.74	.6%
	TOTAL POLICE AND FIRE RETIREMENT	0	0	.00	.00	.00	.00	.0%
	TOTAL REVENUES	-968,022	-968,022	-5,685.26	-5,685.26	.00	-962,336.74	
	TOTAL EXPENSES	968,022	968,022	5,685.26	5,685.26	.00	962,336.74	
275	POLICE FORFEITURE & SEIZURE							
000	REVENUES							
49	INTERGOVERNMENTAL	0	-2,737	-298.47	-298.47	.00	-2,438.06	10.9%
51	INTEREST EARNED	0	0	-339.17	-339.17	.00	339.17	100.0%
	TOTAL REVENUES	0	-2,737	-637.64	-637.64	.00	-2,098.89	23.3%
276	FORFEITURES AND SEIZURES FED							
61	SUPPLIES	120,264	120,264	.00	.00	417.50	119,846.98	.3%
62	OTHER SERVICES	18,456	18,456	.00	.00	.00	18,456.00	.0%
63	CAPITAL OUTLAY	317,434	317,434	2,547.95	2,547.95	221,375.95	93,509.61	70.5%
	TOTAL FORFEITURES AND SEIZURES FE	456,154	456,154	2,547.95	2,547.95	221,793.45	231,812.59	49.2%
277	FORFEITURES AND SEIZURES COUNT							

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61 SUPPLIES	14,603	17,340	.00	.00	7,519.50	9,820.34	43.4%
63 CAPITAL OUTLAY	21,722	21,722	10,862.00	10,862.00	.00	10,860.34	50.0%
TOTAL FORFEITURES AND SEIZURES CO	36,326	39,062	10,862.00	10,862.00	7,519.50	20,680.68	47.1%
TOTAL POLICE FORFEITURE & SEIZURE	492,480	492,480	12,772.31	12,772.31	229,312.95	250,394.38	49.2%
TOTAL REVENUES	0	-2,737	-637.64	-637.64	.00	-2,098.89	
TOTAL EXPENSES	492,480	495,216	13,409.95	13,409.95	229,312.95	252,493.27	
285 COASTAL NARCOTICS TASK FORCE							
000 REVENUES							
49 INTERGOVERNMENTAL	0	-166	-417.25	-417.25	.00	251.39	251.6%
51 INTEREST EARNED	0	0	-62.25	-62.25	.00	62.25	100.0%
TOTAL REVENUES	0	-166	-479.50	-479.50	.00	313.64	289.1%
286 POLICE NARCOTICS TASK FORCE							
61 SUPPLIES	75,013	75,179	242.30	242.30	973.70	73,962.82	1.6%
63 CAPITAL OUTLAY	8,129	8,129	1,292.51	1,292.51	3,994.00	2,842.46	65.0%
TOTAL POLICE NARCOTICS TASK FORCE	83,142	83,308	1,534.81	1,534.81	4,967.70	76,805.28	7.8%
TOTAL COASTAL NARCOTICS TASK FORC	83,142	83,142	1,055.31	1,055.31	4,967.70	77,118.92	7.2%
TOTAL REVENUES	0	-166	-479.50	-479.50	.00	313.64	
TOTAL EXPENSES	83,142	83,308	1,534.81	1,534.81	4,967.70	76,805.28	
300 MUNICIPAL DEBT SERVICE							
000 REVENUES							
40 PROPERTY TAXES	-4,730,000	-4,730,000	-25,375.61	-25,375.61	.00	-4,704,624.39	.5%
49 INTERGOVERNMENTAL	-858	-858	.00	.00	.00	-858.00	.0%
51 INTEREST EARNED	-425,000	-425,000	.00	.00	.00	-425,000.00	.0%

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300	MUNICIPAL DEBT SERVICE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
57	OPERATING TRANSFERS	-1,397,345	-1,397,345	.00	.00	.00	-1,397,345.00	.0%
65	DEBT SERVICE	6,522,832	6,522,832	.00	.00	.00	6,522,832.01	.0%
	TOTAL REVENUES	-30,371	-30,371	-25,375.61	-25,375.61	.00	-4,995.38	83.6%
701	DEBT SERVICE							
65	DEBT SERVICE	0	0	2,245,772.25	2,245,772.25	.00	-2,245,772.25	100.0%
	TOTAL DEBT SERVICE	0	0	2,245,772.25	2,245,772.25	.00	-2,245,772.25	100.0%
	TOTAL MUNICIPAL DEBT SERVICE	-30,371	-30,371	2,220,396.64	2,220,396.64	.00	-2,250,767.63	7310.9%
	TOTAL REVENUES	-6,553,203	-6,553,203	-25,375.61	-25,375.61	.00	-6,527,827.39	
	TOTAL EXPENSES	6,522,832	6,522,832	2,245,772.25	2,245,772.25	.00	4,277,059.76	
400	WATER/SEWER UTILITY FUND							
000	REVENUES							
50	CHARGES FOR SERVICE	-33,795,703	-33,795,703	-2,955,538.39	-2,955,538.39	.00	-30,840,164.61	8.7%
51	INTEREST EARNED	0	0	-3,341.68	-3,341.68	.00	3,341.68	100.0%
56	MISC REVENUE	-1,836,299	-1,836,299	-155,067.38	-155,067.38	.00	-1,681,231.62	8.4%
63	CAPITAL OUTLAY	0	1,000,000	1,000,000.00	1,000,000.00	.00	.00	100.0%
	TOTAL REVENUES	-35,632,002	-34,632,002	-2,113,947.45	-2,113,947.45	.00	-32,518,054.55	6.1%
811	UTILITY BILLING							
60	PERSONAL SERVICES	980,888	980,888	74,665.25	74,665.25	.00	906,222.95	7.6%
61	SUPPLIES	65,500	65,500	4,250.14	4,250.14	4,262.66	56,987.20	13.0%
62	OTHER SERVICES	1,964,726	1,964,726	38,600.47	38,600.47	13,450.02	1,912,675.51	2.6%
	TOTAL UTILITY BILLING	3,011,114	3,011,114	117,515.86	117,515.86	17,712.68	2,875,885.66	4.5%
815	WATER OPERATIONS							

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61 SUPPLIES	1,939,650	1,939,650	194,868.32	194,868.32	67,812.63	1,676,969.05	13.5%
62 OTHER SERVICES	2,906,549	2,906,549	80,666.93	80,666.93	2,104,385.58	721,495.99	75.2%
63 CAPITAL OUTLAY	60,040	132,573	4,550.00	4,550.00	85,294.00	42,728.93	67.8%
67 DEPRECIATION EXPENSE	0	0			.00		
TOTAL WATER OPERATIONS	4,906,238	4,978,771	280,085.25	28,085.25	2,257,492.21	2,429,193.97	51.2%
825 SEWER OPERATIONS							
60 PERSONAL SERVICES	162,808	162,808	4,400.89	4,400.89	.00	158,407.13	2.7%
61 SUPPLIES	947,120	947,120	85,798.48	85,798.48	50,307.19	811,014.33	14.4%
62 OTHER SERVICES	2,990,552	2,990,552	397,875.57	397,875.57	2,035,267.59	557,409.03	81.4%
67 DEPRECIATION EXPENSE	0	0	8,000.00	8,000.00	.00	-8,000.00	100.0%
TOTAL SEWER OPERATIONS	4,100,480	4,100,480	496,074.94	496,074.94	2,085,574.78	1,518,830.49	63.0%
835 DEBT SERVICE WATER AND SEWER							
65 DEBT SERVICE	9,341,909	8,341,909	434,183.32	434,183.32	.00	7,907,725.68	5.2%
TOTAL DEBT SERVICE WATER AND SEWE	9,341,909	8,341,909	434,183.32	434,183.32	.00	7,907,725.68	5.2%
845 HCWWSWMD							
62 OTHER SERVICES	11,712,450	11,712,450	1,602,987.97	1,602,987.97	6,170,844.22	3,938,617.81	66.4%
TOTAL HCWWSWMD	11,712,450	11,712,450	1,602,987.97	1,602,987.97	6,170,844.22	3,938,617.81	66.4%
849 WATER AND SEWER PROJECTS							
62 OTHER SERVICES	370,305	358,740	217.00	217.00	235,454.95	123,067.64	65.7%
63 CAPITAL OUTLAY	21,796	43,484	.00	.00	21,688.00	21,796.31	49.9%
64 CAPITAL PROJECTS	6,890,069	7,400,776	82,250.00	82,250.00	2,455,306.88	4,863,218.65	34.3%
65 DEBT SERVICE	49,980	49,980	4,165.01	4,165.01	.00	45,814.99	8.3%
TOTAL WATER AND SEWER PROJECTS	7,342,273	7,852,979	86,632.01	86,632.01	2,712,449.83	5,053,897.59	35.6%

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TOTAL WATER/SEWER UTILITY FUND	2,119,055	5,365,702	915,531.90	915,531.90	13,244,073.72	-8,793,903.35	263.9%
TOTAL REVENUES	-35,632,002	-35,632,002	-3,113,947.45	-3,113,947.45	.00	-32,518,054.55	
TOTAL EXPENSES	40,414,465	40,997,704	4,029,479.35	4,029,479.35	13,244,073.72	23,724,151.20	
420 JOSEPH T JONES							
000 REVENUES							
45 GRANT'S FEDERAL	-75,000	-75,000	.00	.00	.00	-75,000.00	.0%
50 CHARGES FOR SERVICE	-820,000	-820,000	-63,077.47	-63,077.47	.00	-756,922.53	7.7%
51 INTEREST EARNED	0	0	-42.22	-42.22	.00	42.22	100.0%
56 MISC REVENUE	-517,500	-517,500	-2,984.50	-2,984.50	.00	-514,515.50	.6%
TOTAL REVENUES	-1,412,500	-1,412,500	-66,104.19	-66,104.19	.00	-1,346,395.81	4.7%
445 JOSEPH T JONES							
60 PERSONAL SERVICES	320,746	320,746	21,748.58	21,748.58	.00	298,997.02	6.8%
61 SUPPLIES	469,767	469,767	30,112.07	30,112.07	24,600.11	415,054.82	11.6%
62 OTHER SERVICES	1,093,883	1,093,883	225,782.52	225,782.52	225,003.36	643,097.15	41.2%
TOTAL JOSEPH T JONES	1,884,396	1,884,396	277,643.17	277,643.17	249,603.47	1,357,148.99	28.0%
TOTAL JOSEPH T JONES	899,968	471,896	211,538.98	211,538.98	249,603.47	10,753.18	97.7%
TOTAL REVENUES	-1,412,500	-1,412,500	-66,104.19	-66,104.19	.00	-1,346,395.81	
TOTAL EXPENSES	1,884,396	1,884,396	277,643.17	277,643.17	249,603.47	1,357,148.99	
500 GROUP HEALTH AND LIFE							
000 REVENUES							
50 CHARGES FOR SERVICE	-5,862,073	-5,846,898	-448,573.21	-448,573.21	.00	-5,398,324.79	7.7%
51 INTEREST EARNED	-225,000	-225,000	.00	.00	.00	-225,000.00	.0%
56 MISC REVENUE	0	0	-9,491.56	-9,491.56	.00	9,491.56	100.0%
TOTAL REVENUES	-6,087,073	-6,071,898	-458,064.77	-458,064.77	.00	-5,613,833.23	7.5%
911 GROUP HEALTH AND LIFE							

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PERSONAL SERVICES			6,000.00	6,000.00	.00	-6,000.00	100.0%
62 OTHER SERVICES	6,035,000	6,035,000	438,441.76	438,441.76	.00	5,596,558.24	7.3%
TOTAL GROUP HEALTH AND LIFE	6,035,000	6,035,000	444,441.76	444,441.76	.00	5,590,558.24	7.4%
TOTAL GROUP HEALTH AND LIFE	-52,073	-36,898	-13,623.01	-13,623.01	.00	-23,274.99	36.9%
TOTAL REVENUES	-6,087,073	-6,071,898	-458,064.77	-458,064.77	.00	-5,613,833.23	
TOTAL EXPENSES	6,035,000	6,035,000	444,441.76	444,441.76	.00	5,590,558.24	
510 CLAIMS CONTINGENCY							
000 REVENUES							
50 CHARGES FOR SERVICE	-2,264,065	-2,250,816	.00	.00	.00	-2,250,816.00	.0%
51 INTEREST EARNED	0	0	-2,029.28	-2,029.28	.00	2,029.28	100.0%
56 MISC REVENUE	-270,000	-270,000	-52.28	-52.28	.00	-269,947.72	.0%
TOTAL REVENUES	-2,534,065	-2,520,816	-2,081.56	-2,081.56	.00	-2,518,734.44	.1%
915 CLAIMS CONTINGENCY							
62 OTHER SERVICES	2,497,146	2,497,146	59,011.93	59,011.93	18,332.18	2,419,801.89	3.1%
TOTAL CLAIMS CONTINGENCY	2,497,146	2,497,146	59,011.93	59,011.93	18,332.18	2,419,801.89	3.1%
TOTAL CLAIMS CONTINGENCY	-36,919	-23,670	56,930.37	56,930.37	18,332.18	-98,932.55	-318.0%
TOTAL REVENUES	-2,534,065	-2,520,816	-2,081.56	-2,081.56	.00	-2,518,734.44	
TOTAL EXPENSES	2,497,146	2,497,146	59,011.93	59,011.93	18,332.18	2,419,801.89	
630 POLICE ASSET FORFEITURE FUND							
000 REVENUES							
51 INTEREST EARNED	0	0	-171.05	-171.05	.00	171.05	100.0%
TOTAL REVENUES	0	0	-171.05	-171.05	.00	171.05	100.0%

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630	POLICE ASSET FORFEITURE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL POLICE ASSET FORFEITURE FUN	0	0	-171.05	-171.05	.00	171.05	100.0%
	TOTAL REVENUES	0	0	-171.05	-171.05	.00	171.05	
	GRAND TOTAL	31,269,009	31,823,336	3,700,702.89	3,700,702.89	27,949,208.51	173,424.39	99.5%

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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	150,453	150,453	36,210.00	36,210.00	113,532.73	710.42	99.5%
00101 Splash Pad North of Dedeaux R	125,000	125,000	.00	.00	.00	125,000.00	.0%
00106 Dedeaux Rd Widening Phase II	4,280,557	4,280,557	255,808.97	255,808.97	3,502,819.31	521,929.21	87.8%
00108 34TH AVE BOX CULVERT	119,850	119,850	.00	.00	.00	119,850.00	.0%
00109 SHIP ISLAND FERRY TERMINAL	146,403	146,403	.00	.00	146,402.52	.47	100.0%
00110 40th St Paving (Wash to E Dea	4,604	0	.00	.00	.00	.00	.0%
00111 19th St Paving (49th to 42nd)	43,400	43,400	.00	.00	.00	43,400.00	.0%
00112 John Ross Rd Paving (605 to O	123,000	123,000	.00	.00	.00	123,000.00	.0%
00113 Trace/Angela/Whitney Dr Pavin	2,208	0	.00	.00	.00	.00	.0%
02386 JONES PARK \ HARBOR IMP '07	811,885	811,885	.00	.00	.00	811,885.00	.0%
02393 28TH STREET WIDENING(TEA 21)2	283,329	283,329	4,989.72	4,989.72	120,458.51	157,880.54	44.3%
02405 DEDEAUX ROAD WIDENING PHASE 2	93,512	93,512	.00	.00	.00	93,512.47	.0%
02444 JONES PARK LIGHTING AND INFRA	12,614	12,614	.00	.00	12,614.11	.00	100.0%
02506 AIRPORT RD WDNG/WASH AVE-4 RN	609,982	609,982	5,259.00	5,259.00	54,553.75	550,169.25	9.8%
02507 WAYFINDING PROJECT	29,042	29,042	.00	.00	28,557.80	484.06	98.3%
02508 ORANGE GROVE ROOF	383,261	383,261	24,000.00	24,000.00	189,627.00	169,634.08	55.7%
02748 HAR CO DIST 4 PAVING PROJ/LIS	21,436	21,436	.00	.00	.00	21,436.00	.0%
02765 JONES PARK IMP-BARKSDALE DONA	8,694	8,694	.00	.00	8,694.28	.00	100.0%
02770 JONES PARK IMP-LEO SEAL DONAT	26,621	26,621	.00	.00	26,621.08	.00	100.0%
02785 2012 BOND ISSUE-PHASE 5 / 22N	34,062	34,062	.00	.00	.00	34,061.64	.0%
02796 COURTHOUSE RD IMP/WIDENING	2,030,921	2,030,921	229,530.46	229,530.46	1,651,389.94	150,000.42	92.6%
02804 LANDON RD WIDENING	1,261,507	1,261,507	.00	.00	239,774.49	1,021,732.04	19.0%
02810 PASS RD TRAFFIC SIGNAL SOFTWA	17,368	0	.00	.00	.00	.00	.0%
02814 TIDELANDS 14 YACHT BASIN	227,218	227,218	.00	.00	.00	227,217.50	.0%
02817 TIDELANDS 15-COURTHOUSE RD BO	69,349	69,349	.00	.00	8,316.65	61,032.23	12.0%
02818 SEASONAL LIGHT SHOW	21,783	26,783	.00	.00	6,236.99	20,545.76	23.3%
02819 AQUARIUM	31,468,566	31,468,566	489,334.11	489,334.11	.00	30,979,231.57	1.6%
02820 TIDELANDS 16-IMPROV JONES YAC	88,285	88,285	.00	.00	8,316.65	79,968.46	9.4%
02821 E TAYLOR RD TRAFFIC STUDY	6,865	0	.00	.00	.00	.00	.0%
02822 20TH AVE MATCH	60,624	60,624	.00	.00	38,068.18	22,555.82	62.8%
02823 Seaway Road Pedestrian Pathwa	888,923	888,923	16,315.94	16,315.94	9,625.46	862,981.28	2.9%
02824 Tidelands-FY17 Yacht Basin	125,000	125,000	.00	.00	.00	125,000.00	.0%
02826 Tidelands-FY17 Bulkhead Repai	22,500	22,500	.00	.00	.00	22,500.00	.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	11,970	4,081	.00	.00	.00	4,080.93	.0%
02921 FLAT BRANCH/QUBBIE CREEK PROJ	457,727	453,646	.00	.00	5,313.95	448,331.65	1.2%
02930 SOCCER FIELDS	58,909	-2,090	.00	.00	3,889.26	-5,979.14	-186.1%
02935 BAYOU VIEW ADA IMPROVEMENTS	21,620	46,620	.00	.00	.00	46,619.74	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
02940 SOFTBALL FIELD EXPANSION SPOR	65,206	300,172	122,340.52	122,340.52	7,357.92	170,473.43	43.2%
05849 BRICKYARD BAYOU DRAINAGE	507,709	507,709	.00	.00	3,500.31	504,208.21	.7%
05850 COFFEE CREEK DRAINAGE/RECREAT	40,593	40,593	.00	.00	4,844.43	35,748.50	11.9%
05851 MDA HWY 49 AND 18TH ST DRAIN	4,686	4,686	772.77	772.77	2,306.49	1,606.44	65.7%
29008 LEASE PURCHASE OF 5 FIRE TRUC	1,325,622	1,041,700	13,592.92	13,592.92	1,325,621.35	-297,514.33	128.6%
31109 FAIRFIELD III CORRECTIONS	65,000	65,000	.00	.00	.00	65,000.00	.0%
31113 Flat Branch Panel Replace @ D	24,326	24,326	.00	.00	.00	.00	.0%
41147 PLAYGROUND MODULES	5,212	62,548	5,212.36	5,212.36	24,325.94	57,335.96	100.0%
82585 VEH MOUNTED CAMERA TRUCK I &	25,575	0	.00	.00	.00	.00	8.3%
82600 East Chipwd Drng Coll/Retirt V	0	30,000	.00	.00	.00	30,000.00	.0%
82620 Soria City Sidewalk Repair/Dr	0	30,000	.00	.00	.00	30,000.00	.0%
82640 Ward 1 EmpwDist Sidwlk/Crb/Gt	0	45,000	.00	.00	.00	45,000.00	.0%
82660 Baker St Flooding Repair	0	30,000	.00	.00	.00	30,000.00	.0%
TOTAL CAPITAL PROJECTS	46,307,015	46,350,806	1,203,366.77	1,203,366.77	7,542,769.10	37,604,669.83	18.9%
400 WATER/SEWER UTILITY FUND							
00105 FY18 CAPITAL EQUIP/MACHINERY	0	21,688	.00	.00	21,688.00	.00	100.0%
00107 GRAHAM STREET CAVE-IN	12,842	12,842	.00	.00	.00	12,841.50	.0%
00108 34TH AVE BOX CULVERT	82,546	82,546	.00	.00	.00	82,546.00	.0%
00115 Laurelwood	0	300,000	.00	.00	.00	300,000.00	.0%
00117 N Wastewater Trmt Plant Expan	0	40,000	.00	.00	40,000.00	.00	100.0%
00120 Sweetwater Trail L/S Lining	0	15,350	.00	.00	12,950.00	2,400.00	84.4%
00121 CANAL ROAD RUBBISH PROPERTY	0	140,000	.00	.00	2,000.00	138,000.00	1.4%
02787 ST PAVING PHASE 7	20,912	20,912	.00	.00	.00	20,911.79	.0%
02922 PW EQUIPMENT	21,796	21,796	.00	.00	.00	21,796.31	.0%
02940 SOFTBALL FIELD EXPANSION SPOR	-16,204	-8,019	.00	.00	.00	-8,018.69	.0%
81522 UTILITY ACQUISITION	0	1,000,000	1,000,000.00	1,000,000.00	.00	.00	100.0%
82562 SEAWAY ISLAND WATER MAIN CONN	45,858	45,858	.00	.00	12,556.00	33,301.95	27.4%
82564 38TH AVE SEWER PROJECT	11,486	0	.00	.00	.00	.00	.0%
82565 BAYOU VIEW TANK REPLACEMENT	2,695,679	2,695,679	75,050.00	75,050.00	2,603,180.46	17,448.17	99.4%
82567 POPLAR CIRCLE CHAMBERLAIN AVE	53,140	30,000	.00	.00	.00	29,999.92	.0%
82568 PH IWEST 28TH ST WATER MAIN I	76,060	76,060	.00	.00	.00	76,060.00	.0%
82569 PH 2WEST 28TH ST WATER MAIN I	315,757	315,757	.00	.00	.00	315,757.32	.0%
82571 PUMP STATION REHABILITATION	26,179	26,179	.00	.00	.00	26,178.82	.0%
82572 BENEFIELD SEWER REPLACEMENT	4,505	150,624	.00	.00	4,505.05	146,119.11	3.0%
82575 FIBER OPTIC COMM PLAN	11,566	0	.00	.00	.00	.00	.0%
82578 HERRING ROAD SEWER	165	0	.00	.00	.00	.00	.0%
82579 SAUCIER LN/BRAULAH CHURCH RD	109,700	109,700	.00	.00	5,190.33	104,510.00	4.7%
82580 HWY 49/OR GR/SSWAN/3 RVRS	0	9,237	.00	.00	.34	9,237.13	.0%
82581 FORREST HEIGHTS SEWER SYSTEM	9,345	9,345	.00	.00	.00	9,345.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
82582 LAURELWOOD, SULLIVAN, DUCKWRTH	32,409	32,409	217.00	217.00	.00	32,191.80	.7%
82583 THREE RVRS FR ONEAL TO DCKWRT	2,892	2,892	.00	.00	2,874.37	17.47	99.4%
82584 THREE RIVERS RD/MAYS RD SEWER	979,225	979,225	3,700.00	3,700.00	7,505.28	968,020.00	1.1%
82585 VEH MOUNTED CAMERA TRUCK I &	0	49,980	4,165.01	4,165.01	.00	45,814.99	8.3%
TOTAL WATER/SEWER UTILITY FUND	4,495,857	6,180,060	1,083,132.01	1,083,132.01	2,712,449.83	2,384,478.59	61.4%
GRAND TOTAL	50,802,871	52,530,866	2,286,498.78	2,286,498.78	10,255,218.93	39,989,148.42	23.9%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
200 COMMUNITY DEVELOPMENT							
05755 I. FREDERICKS BASEBALL FENCE 1	100,000	100,000	.00	.00	.00	100,000.00	.0%
05756 GASTON PT GYM FLOOR/AC 2017	250,000	250,000	.00	.00	.00	250,000.00	.0%
05803 MDA Streetscape Improvements	2,425,352	2,425,352	46,253.20	46,253.20	1,375,078.72	1,004,019.85	58.6%
05849 BRICKYARD BAYOU DRAINAGE	3,997,125	3,997,125	338,253.70	338,253.70	356,924.79	3,301,946.66	17.4%
05850 COFFEE CREEK DRAINAGE/RECREAT	260,979	295,300	.00	.00	33,818.51	261,481.93	11.5%
05851 MDA HWY 49 AND 18TH ST DRAINAGE	1,316,119	1,316,119	27,017.16	27,017.16	79,145.65	1,209,956.00	8.1%
TOTAL COMMUNITY DEVELOPMENT	8,349,574	8,383,896	411,524.06	411,524.06	1,844,967.67	6,127,404.44	26.9%
GRAND TOTAL	8,349,574	8,383,896	411,524.06	411,524.06	1,844,967.67	6,127,404.44	26.9%

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Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 12/06/2018

Subject: Letter - regarding bid awarded by Purchasing to SHI International Corporation for
Server / Information Systems - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist

Date: December 5, 2018

Re: The City of Gulfport
Server and Maintenance

I have reviewed the bids received on the above referenced item and find SHI to be the lowest and best bid for a total amount of \$10125.00.

I have issued Purchase Order # 202147 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

**HPE Server and Maintenance
Information Systems
PO # 202147**

Description	QTY	SHI International 290 Davidson Avenue Somerset, NJ 08873		Itsavvy LLC 313 South Rohlwing Rd Addison, IL 60101		Nextstep Innovation P O Box 12707 Jackson, MS 39236	
		Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
PART #86795-B21 HPE DL360 GEN10 8SFF CTO SERVER	1	\$10,025.00	\$10,025.00	\$11,901.54	\$11,901.54	\$12,550.00	\$12,550.00
HPE DL GEN10 XEON	1						
HPE16GB SMART KIT	2						
HPE 300GB SAS 15K SFF SC DS HDD	2						
HPE 600GB SAS 10K SFF SC DS HDD	6						
HPE 96W SMART STORAGE BATTERY 145MM CBL	1						
HPE SMART ARRAY P408L-A GEN10 CTRIR	1						
HPE ETHERNET 1GB 4P 331FLR ADPTR	1						
HPE DL360 GEN10 HIGH PERF FAN KIT	1						
HPE 800W FS POWER SUPPLY KIT	2						
HPE DL360 GEN10 HIGH PERF SINK KIT	1						
GEN10 SFF EASY INSTALL RAIL KIT	1						
HPE ILO SECURITY ELC LIC 3YR SUP	1						
HPE 5Y PROACTIVE CARE 24X7 SER	1						
HPE DL360 GEN10 SUPPORT	1						
HPE ILO SECURITY 3Y SUPPORT	1						
SHIPPING			\$100.00		\$0.00		\$0.00
TOTAL			\$10,125.00		\$11,901.54		12,550.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Elizabeth MacMillan, Office Manager
Leisure Services

Date: 11/29/2018

Subject: Conveyance Deed - regarding transfer of ownership of space in Pineridge Gardens and Evergreen Gardens.

Recommendation:

STATE OF MISSISSIPPI
COUNTY OF HARRISON

CONVEYANCE DEED

FOR AND IN CONSIDERATION of the payment of a certain amount of dollars not to be more than five hundred (\$500.00) per space, cash in hand paid or other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned PAULINE T. CUEVAS hereby conveys unto STEPHEN J. MASON 9135 EMILY DR. DEARBORON, MICHIGAN, PH. 972-880-9265 as the co-owner of the following described land and property located in PINERIDGE GARDENS and EVERGREEN GARDENS in the City of Gulfport and more particularly described as follows, to wit:

EVERGREEN GARDENS BLOCK 10 LOT 16 SPACE 4

PINERIDGE GARDENS BLOCK 5 LOT 96 SPACES 3&4

The Grantee herein agrees that if Grantee should fail or refuse to obey any and/or all the regulations of the Mayor and Council of the CITY OF GULFPORT, concerning the Cemetery referenced herein, as may be now in force or hereafter to be passed, then the title to the aforementioned cemetery spaces shall immediately revert and vest in the City of Gulfport, Mississippi, at its option.

WITNESS THE SIGNATURE(S) of the undersigned this the 14th day of Nov 2018.

Pauline T Cuevas

STATE OF ms
COUNTY OF Harrison

PERSONALLY appeared before me, the undersigned authority in and for the above named jurisdiction, the within named PAULINE T. CUEVAS who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned, having been first authorized.

Given under my hand and official seal, this the 14th day of Nov. 2018.

Donna W. Fox

My Commission Expires:



PREPARED BY: THE CITY OF GULFPORT
CEMETERY DEPARTMENT