



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, February 5, 2019

1:30 PM

*Gulfport City Hall
Council Chambers*

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

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

- **Mayor's Report**

Policy Issues

Code Enforcement / Planning

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

Ordinances

- 2** Ordinance - amending the Official Text of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi adopted the 29th Day of June, 1979, as amended, Section IV. Supplementary Regulations, (D) Supplementary Yard Regulations, (7) Fences, Walls, and Hedges.
- 3** Ordinance - regulating parking during certain special events, and for related purposes.
- 4** Ordinance - providing for the salary of compensation for certain employees of the City of Gulfport, Mississippi, and for related purposes.

Resolutions

- 5 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 424 Second Street, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 0911C-02-033.000.

- 6 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 511 Oak Shadows, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 0711N-04-105.00.

- 7 Resolution - formally requesting assistance of the Harrison County Board of Supervisors with respect to improvements to the 19th Street Park near the 19th Street Community Center in the City of Gulfport, Mississippi, seeking approval of said request by the Board, and for related purposes.

- 8 Resolution - formally requesting assistance of the Harrison County Board of Supervisors with respect to improvements to the East North Gulfport Park in the City of Gulfport, Mississippi, to seek approval of said request by the Board, and for related purposes.

- 9 Resolution - approving Memorandum of Understanding with the Harrison County Development Commission, authorizing the Mayor to execute the same, and for related purposes.

- 10 Resolution - approving Agreement between John Fayard Moving & Warehousing, L.L.C., D/B/A John Fayard Records Management and the City of Gulfport for Records Management Services, authorizing the Mayor to execute said Agreement, and for related purposes.

- 11 Resolution – awarding bid and approving Contract with Covington Flooring Company, Inc. for Gaston Point Gym Floor Replacement Project, authorizing the Mayor to execute said Contract, and for related purposes.

- 12** Resolution - approving Contract with Artisan Pyrotechnics, Inc., regarding July Fourth Fireworks Display and authorizing the Mayor to execute the same.
- 13** Resolution - approving Contract with F & F Construction, Inc. for Downtown Streetscape Improvements Project - Phase III-B, authorizing the Mayor to execute said Contract and for related purposes.
- 14** Resolution - approving Non-Exclusive License Agreement with South Mississippi Farmer's Market Association, Inc., authorizing the Mayor to execute the same, and for related purposes.
- 15** 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 – Clifford Road Sewer Project", authorizing special checks to acquire the property interests stated herein, and for related purposes.
- 16** 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 "Laurelwood Drive Sewer Project", authorizing special checks to acquire the property interests stated herein, and for related purposes.
- 17** 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", authorizing special checks to acquire the property interests stated herein, and for related purposes.
- 18** Resolution - authorizing the City of Gulfport to apply for a Stop Violence Against Women Act Grant – Domestic Violence Prosecutor and Domestic Violence Investigator, and for related purposes.
- 19** Resolution - authorizing the City of Gulfport to apply for a Victims of Crime Act Grant – Domestic Violence Victim Advocate, and for related purposes.
- 20** Resolution - accepting donation of funds from Friends of Gulf Islands National Seashore, and for related purposes.

- 21 Resolution - authorizing an in-kind donation of surplus dirt to the Lady Admirals Diamond Booster Club, pursuant to Miss. Code Ann. § 21-17-1(8) (Rev. 2015), and for related purposes.
- 22 Resolution - authorizing use of previously donated funds in locations other than Fishbone Alley, and for related purposes.
- 23 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport Police Department and for related purposes.
- 24 Resolution - authorizing expenditures for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport with respect to the activities of the Mayor's Youth Council, and for related purposes.
- 25 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at the 2019 Krewe of Gemini Mardi Gras Parades, and for related purposes.
- 26 Resolution - approving the temporary closure of municipal right of way for the Susan G. Komen Gulf Coast Race for the Cure to be held on September 7, 2019, and for related purposes.
- 27 Resolution - approving the temporary closure of municipal right of way for the Gulf Coast Heart Walk to be held on September 28, 2019, and for related purposes.

Budget Amendments / Docket of Claims

- 28 Budget Amendment #26 - to increase CNET Supplies with funds received as a result of restitution on drug cases.
- 29 Budget Amendment #27 - to increase County/Local with funds received as a result of restitution on several drug related arrest.
- 30 Budget Amendment #28 - to increase CNET Operating Supplies as a result of a forfeiture.
- 31 Budget Amendment #29 - to increase Photo & Fingerprint 213-615200 as a result of funds received from PropertyRoom.com.

- 32** Budget Amendment #30 - to increase County/Local Operating as a result of funds received from PropertyRoom.com.
- 33** Budget Amendment #31 - to accept the Homeland Security Budget.
- 34** Budget Amendment #32 - to increase FY17 HIDTA Overtime, FICA, Retirement and Services line items.
- 35** Budget Amendment #33 – to transfer funds to the Gulfport Redevelopment Commission and authorize issuance of a special check for said funds.
- 36** Docket of Claims- to be approved through February 6, 2019.

Routine Agenda

- 37** Resolution - awarding bids for lot clean-ups and/or demolitions.
- 38** Ratification - of GRC Line of Credit Expenditures - to be made a part of the minutes.
- 39** Ratification - of Facility Use Agreements - Leisure Services - to be made a part of the minutes.
- 40** Privilege License Report - for the month of December, 2018 - to be made a part of the minutes.
- 41** Year-to-Date Budget Report - for the Month of December, 2018 - to be made a part of the minutes.
- 42** Letter - regarding move to AT&T First Net Services - to be made a part of the minutes.
- 43** Letter - regarding the Emergency Purchase Authorization for replacement parts to repair the 18th Avenue Lift Station Pump - Public Works - to be made a part of the minutes.
- 44** Letter - regarding bid awarded by Purchasing to Kirk Auto Company for Vehicle Service Bodies - Public Works - to be made a part of the minutes.

- 45 Letter - regarding bid awarded by Purchasing to Chancellor Supply, Inc. for replacement parts for street lights - Traffic Department - to be made a part of the minutes.
- 46 Conveyance Deed - regarding transfer of ownership of space in Evergreen Cemetery.
- 47 Request - permission to apply for FY19-20 Alcohol and Police Traffic Grants.

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

- Ms. Monica Bullock-Bair
- Mr. Salvador "Sal" Domino
- Reverend Dr. Edward James Earl

Executive Session

Setting of Next Meeting and Adjournment



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Building Code

Date: 01/25/2019

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: January 25, 2019

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 5th day of February, 2019.

Please place the attached item on the Council agenda for
February 5, 2019.

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: January 25, 2019

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 5th day of February, 2019, to the City Council:

WARD 1

- Parcel 1: 0711G-04-059.000. W 1/2 Of Lots 1 & 2 Blk 5 Jonestown Mccaughan Add. – 4603 21st St. Remove All Trash And Miscellaneous Debris From Site. (Crosby Est.)
- Parcel 2: 0710P-03-021.000. Lot 1 Blk 7 Montgomery Add - 2909 40th Ave. Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site. (Holmes)
- Parcel 3: 0710P-03-021.001. Lot 4 Blk 7 Montgomery Add Also That Part Of N 1/2 Of Alley Lying S Of Lot Now Vacated As Per Bk 1222/251909 - 2909 40th Ave. Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site. (Holmes)
- Parcel 4: 0811E-04-031.000. Lots 16 & 17 Blk. 89 Original Gulfport - 2108 32nd Ave. Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site. (Thomas)

WARD 2

- Parcel 5: 0811A-05-043.000. Lot 8 Blk 18 Broad Acres - 2503 Kenneth Ave. Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site. (Cataldi)
- Parcel 6: 0910M-03-043.000. Lots 17-19 Blk 15 Myrtle Resurvey - 3002 6th Ave. Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site. (Empire Investments #2 Llc)

WARD 3

- Parcel 7: 0810E-01-041.000. Lots 28-30 Blk 206 North Gulfport - 8250 Indiana Ave. Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site. (Valentine)
- Parcel 8: 0810E-01-006.000. S 1/2 Of Lots 17 & 18 & 20 & All Lot 21 Blk 255 North Gulfport – 4618 E Railroad Ave. (North Gulfport Community Land)
- Parcel 9: 0810E-01-005.000. N 1/2 Of Lots 17 & 18, All Lot 19 & N 1/2 Of Lot 20 Blk. 255 North Gulfport – 8238 E Railroad Ave. Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site. (Sipp -Est-)
- Parcel 10: 0810E-02-017.000. Lots 23 To 27 Inc Blk 328 North Gulfport - 4412 Railroad Ave. Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site. (Walker)
- Parcel 11: 0810E-02-061.000. Lots 6 To 9 Inc Blk 326 North Gulfport - 0 Ohio St. Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site. (North Gpt Community Land Conservanc)
- Parcel 12: 0810E-02-095.002. Lots 27 & 28 Blk 326 North Gulfport Subd. In Se1/4 Of Sw1/4 - 8114 Indiana Ave. Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site. (North Gulfport Community Land)
- Parcel 13: 0810F-05-007.000. Lots 12 & 13 Blk 368 North Gulfport Secs. - 2505 Jefferson St. Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site. (Turnbough Est)

Parcel 14: 0810F-05-007.001. Lot 14 Blk 368 North Gulfport - 2501 Jefferson St.
Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris
From Site. (Turnbough Est)

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 **5th** day of **February, 2019**, the following Resolution:

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

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

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

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

- Parcel 1: 0711G-04-059.000. W 1/2 Of Lots 1 & 2 Blk 5 Jonestown Mccaughan Add. – 4603 21st St. Remove All Trash And Miscellaneous Debris From Site. (Crosby Est.)
- Parcel 2: 0710P-03-021.000. Lot 1 Blk 7 Montgomery Add - 2909 40th Ave. Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site. (Holmes)
- Parcel 3: 0710P-03-021.001. Lot 4 Blk 7 Montgomery Add Also That Part of N 1/2 Of Alley Lying S of Lot Now Vacated as Per Bk 1222/251909 - 2909 40th Ave. Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site. (Holmes)
- Parcel 4: 0811E-04-031.000. Lots 16 & 17 Blk. 89 Original Gulfport - 2108 32nd Ave. Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site. (Thomas)
- Parcel 5: 0811A-05-043.000. Lot 8 Blk 18 Broad Acres - 2503 Kenneth Ave. Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site. (Cataldi)
- Parcel 6: 0910M-03-043.000. Lots 17-19 Blk 15 Myrtle Resurvey - 3002 6th Ave. Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site. (Empire Investments #2 Llc)
- Parcel 7: 0810E-01-041.000. Lots 28-30 Blk 206 North Gulfport - 8250 Indiana Ave. Cut And Clean Grounds And Remove All Trash And

- Miscellaneous Debris From Site. (Valentine)
- Parcel 8: 0810E-01-006.000. S 1/2 Of Lots 17 & 18 & 20 & All Lot 21 Blk. 255 North Gulfport - 4618e Railroad Ave. (North Gulfport Community Land)
- Parcel 9: 0810E-01-005.000. N 1/2 Of Lots 17 & 18, All Lot 19 & N 1/2 Of Lot 20 Blk. 255 North Gulfport – 8238 E Railroad Ave. Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site. (Sipp -Est-)
- Parcel 10: 0810E-02-017.000. Lots 23 To 27 Inc Blk 328 North Gulfport - 4412 Railroad Ave. Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site. (Walker)
- Parcel 11: 0810E-02-061.000. Lots 6 To 9 Inc Blk 326 North Gulfport - 0 Ohio St. Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site. (North Gpt Community Land Conservanc)
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- Parcel 13: 0810F-05-007.000. Lots 12 & 13 Blk 368 North Gulfport Secs. - 2505 Jefferson St. Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site. (Turnbough Est)
- Parcel 14: 0810F-05-007.001. Lot 14 Blk 368 North Gulfport - 2501 Jefferson St. Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site. (Turnbough Est)

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 _____, 2019.

(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 _____, 2019.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Thomas Lane, Planner II
Planning & Zoning

Date: 01/25/2019

Subject: Ordinance - amending the Official Text of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi adopted the 29th Day of June, 1979, as amended, Section IV. Supplementary Regulations, (D) Supplementary Yard Regulations, (7) Fences, Walls, and Hedges.

Recommendation:

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: January 25, 2019

Re: 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 recommendation: To approve applicant request.

Motion: Mr. Hensarling

Second: Mr. Anthony

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. Greg Holmes

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 February 5, 2019.

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 the _____ day of _____, 2019.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL TEXT OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, SECTION IV. SUPPLEMENTARY REGULATIONS, (D) SUPPLEMENTARY YARD REGULATIONS, (7) FENCES, WALLS, AND HEDGES.

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, that the text of the Comprehensive Zoning Ordinance, to add text amendments to the existing Comprehensive Zoning Ordinance. The case file number of 1811PC132.

In Appendix A – Zoning, Section IV. Supplementary Regulations, (D) Supplementary yard regulations, (7) Fences, walls, and hedges. should be amended.

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

SECTION 1: That Section IV. Supplementary Regulations, (D) Supplementary yard regulations, (7) Fences, walls, and hedges. of the Official text 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 read as follows:

EXISTING:

(7) (b) 1.

i. Must not be higher than ~~six~~ (6) feet above grade.

AND EXISITNG:

(7) (b)

2. Fences, walls, and hedges between the primary and continuous front façade line and the front property line must not be higher than ~~three~~ (3) feet above grade.

AND EXISITNG:

(7) (c)

2. Fences, walls, and hedges between the primary and continuous front façade line and the front property line must not be higher than ~~three~~ (3) feet above grade.

~~4.~~ A maximum of two feet of barbed or razor wire is allowed on fences or walls not less than *eight* (8) feet above grade. However, barbed or razor wire is not allowed on any fence or wall adjacent to a property belonging to a residential use or district including R-O and R-B.

AMEND TO READ:

(7) (b) 1.

- i. Must not be higher than *six* (6) feet above grade except where required to be higher by city ordinance.

AND AMEND TO READ:

(7) (b)

2. Fences, walls, and hedges between the primary and continuous front façade line and the front property line must not be higher than *four* (4) feet above grade.

AND AMEND TO READ:

(7) (c)

2. Fences, walls, and hedges between the primary and continuous front façade line and the front property line must not be higher than *four* (4) feet above grade.

3. A maximum of two feet of barbed or razor wire is allowed on fences or walls not less than *eight* (8) feet above grade. However, barbed or razor wire is not allowed on any fence or wall adjacent to a property belonging to a residential use or district including R-O and R-B.

SECTION 2: 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 should it pass unanimously 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 _____, 2019.

(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

CITY OF GULFPORT PLANNING COMMISSION

1811PC132

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 10. Zoning Text Amendment 1811PC132

2 MS. BOLIN: Item 10, zoning text amendment
3 132 has been duly and timely noticed as required by law.
4 The City of Gulfport requests amendments to the
5 comprehensive zoning ordinance as amended, Section IV(D)
6 supplementary yard regulations (1)(c) screen wall and (7)
7 fences, walls, and hedges. A copy of the packet considered
8 is hereby offered into the record.

9 MR. WILLIAMS: Thank you.

10 Mr. Holmes, you're going to do this one for
11 us?

12 MR. HOLMES: All right. A little while ago,
13 probably about a month ago we came before his body and made
14 swooping changes to our fence ordinance.

15 With that being said, you know, hindsight is
16 20/20, we didn't realize that we had conflicts with other
17 ordinances, you know, more specifically with the building
18 ordinance.

19 For some of you up there who are builders,
20 you know that when you build a pool in the City of Gulfport,
21 you're required to have a four foot fence around it.

22 So our ordinance right now currently won't
23 let you do that because we cap it out at three feet.

24 So what the change is basically to go to four
25 feet to be consistent with the building codes, therefore, we

1 don't have any more conflicts.

2 So hopefully this will be one of the simpler
3 things here tonight.

4 MR. WILLIAMS: So this is strictly going from
5 three to four feet is what we're looking at just to be
6 consistent.

7 MR. HOLMES: Yes.

8 MR. WILLIAMS: All right. Any questions of
9 Mr. Holmes? Any questions from anybody?

10 Anyone here tonight that wants to speak
11 against this?

12 Can I please have a motion?

13 MR. HEWES: I make a motion to approve.

14 MR. ANTHONY: Second.

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

18 (Unanimous vote.)

19 (Towles not present.)

20 MR. WILLIAMS: Any opposed?

21 Thank you all.

22

23

24

25

BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

1811PC132

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 SOROË, CSR #1297
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 6
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)

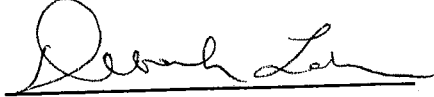
Published On:

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, 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



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Main Street

Date: 01/29/2019

Subject: Ordinance - regulating parking during certain special events, 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 _____, 2019, the following Ordinance:

ORDINANCE NO. _____

**AN ORDINANCE REGULATING PARKING DURING CERTAIN SPECIAL EVENTS,
AND FOR RELATED PURPOSES**

WHEREAS, the Governing Authorities of the City of Gulfport, from time to time, temporarily close certain municipal streets/rights of way to allow for public (i.e., open to the public) events to occur on the streets of Gulfport; and

WHEREAS, in order to protect the safety of those attending certain of those events and/or to eliminate the risk of damage to personal property located on the closed streets/rights of way, it is necessary to provide a means by which areas within the closed streets/rights of way may be deemed as temporary no-parking areas; and

WHEREAS, the Director of Main Street, the Legal Department and the Police Department have collaborated to draft a proposed ordinance which prohibits parking along streets closed by the Governing Authority where “no-parking” signs have been posted at least ninety-six (96) hours prior to the start of an event.

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 Code of Ordinances of the City of Gulfport, Mississippi, should be amended to add the following language at an appropriate section of the Code:

Special event/no parking designation. During posted hours during and prior and/or subsequent to the publicized start of an event for which streets have been closed and parking restricted by the Governing Authority, it shall be unlawful for any person in control or charge of a motor vehicle (including motorcycles) or other vehicle to park, loiter or stop on or upon any street, roadway or boulevard of the event area. The police are authorized to have an offending vehicle towed. The provisions of this section shall not apply to authorized emergency vehicles; to mass transit vehicles; to vehicles used by public utilities for any necessary installation, maintenance or repair of public utility facilities or to any vehicle participating in the event. Special event no parking signs shall be posted in visible locations in the designated special event area at least ninety-six (96 hours) prior to the start of the event.

SECTION 4. All provisions of the Code of Ordinances of the City of Gulfport, Mississippi, not in conflict herewith shall remain in full force and effect as heretofore provided.

SECTION 5. This ordinance shall be in full force and effect thirty (30) days after the date of passage except where it passes unanimously in which case it shall be in full force and effect immediately upon its passage. 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 _____, 2019.

(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 _____, 2019.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date:

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

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Dustin Uselton, Assistant Attorney
Legal

Date: 01/28/2019

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 424 Second Street, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 0911C-02-033.000.

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 _____, 2019, 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 424 SECOND STREET, GULFPORT, MISSISSIPPI, IN THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, AND IDENTIFIED AS PARCEL NUMBER 0911C-02-033.000

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, Roy Anderson, IV, owner of the property located at 424 Second Street, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as Parcel Number 0911C-02-033.000, has completed the construction of a new residence by and through Plum Homes, LLC, 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 424 Second Street, Gulfport, Mississippi, in the First Judicial District of Harrison

County, and which property is identified as Parcel Number 0911C-02-033.000, 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, Roy Anderson, IV, has presented proof of ownership and eligibility to the City of Gulfport, and has 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 Four Hundred Thirty Two Thousand, Two Hundred Forty Three and 43/100 Dollars (\$432,243.43) for the new residence and have 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.

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 _____, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Order submitted to and approved by the Mayor, this the ____ day of _____, 2019.

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 Roy Anderson, IV

Dear Administration and City Council:

On behalf of the Economic Development Department, I want to verify that Roy Anderson, IV has met all qualifications and processes for the Hwy. 90 Tax Abatement at his new home at 424 2nd Street, 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 blue ink signature of David L. Parker, consisting of a large, stylized "D" followed by "L. Parker" in a cursive script.

David L. Parker, CECD
Economic Development Director

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*: ROY ANDERSON IV

Applicant Property Address: 424 2ND STREET

Applicant Mailing Address: 424 2ND STREET

Applicant Phone Number: 228-297-4009 Email: ROYANDERSONIV@GMAIL.COM

Please select one: Renovation Project New Construction Project

Estimated Project Amount: \$470,000 Application Submission Date: 9-26-18

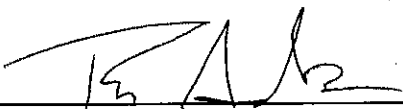
Estimated Project Start Date: 8/17/17 Project Completion Date**: 6/7/18

*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.

9-17-18
Date


Applicant Signature

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

This Certificate issued pursuant to the requirements of the International 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 SF DWELLING

Occupancy Classification RESIDENTIAL

Building Permit Number 201701756

Group R3 **Type Construction** VB

Fire District ☐ Yes ☒ No

Owner of Bldg. ROY ANDERSON IV

Owner's Mailing Address 1899 BEACH BLVD UNIT 1004

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

Building Address 424 2ND STREET

Date: 06/07/2018


Building Official

(R) POST IN A CONSPICUOUS PLACE

State of Mississippi Real Property

ANDERSON ROY IV
Tax Year 2017LRMWDOP 24-1
DR: 2016-0005481-D-J1 08/05/2016-WD
LOTS 3 TO 6 BLK 7 HEWES ADD
HEWES ADDHarrison
DAVID V. LAROSA, SR.
POST OFFICE BOX 1270
GULFPORT MS 39502
Paid by: ROY ANDERSON IVDrawer: 12
User: RMW1
Paid: CHK# 001028

-o-bal

APIN 30160-00	Receipt # 1720982	Date: 02/02/2018
Tax District 0 26 JD 1	Total Acres	Forest Acres
Parcel Number 09110-02-033.000 PROP ADDR: 424 2ND ST		Sec. Twn. Rng. 02 08 11
Class 1 Value True Assessed	Class 2 Value	Total Value
	63,648 9,547	63,648 9,547
Type of Tax	Millage	Gross Tax Amount
COUNTY	36.4200	347.70
CITY	34.0000	324.80
SCHOOL	64.8500	619.12
Total Tax Due		\$1,291.42

180202 1800 RMW1 GCD3F202A

FOLD

ANDERSON ROY IV
525 W 28TH STREET
UNIT 956
NEW YORK, NY 10001Tax Amount Paid
Penalty Paid
Printer Fee Paid
Excess Bid Paid
Total Paid this Receipt
Other Tax Payments
Grand Total Paid\$1,291.42
12.92
1,304.34
1,304.34

Received by:

RW12

State of Mississippi Real Property

BARRETT RANDALL K & RACHEL L
Tax Year 2016LRMWDOP 24-1
DR: 1823/0606 05/22/2003-WD
LOTS 3 TO 6 BLK 7 HEWES ADD
HEWES ADDHarrison
DAVID V. LAROSA, SR.
POST OFFICE BOX 1270
GULFPORT MS 39502
Paid by: ANDERSON ROY IVDrawer: 11
User: NIT
Paid: CHK# 001053

APIN 30160-00	Receipt # 1615055	Date: 01/31/2017
Tax District 0 26 JD 1	Total Acres	Forest Acres
Parcel Number 09110-02-033.000 PROP ADDR: 424 2ND ST		Sec. Twn. Rng. 02 08 11
Class 1 Value True Assessed	Class 2 Value	Total Value
	63,648 9,547	63,648 9,547
Type of Tax	Millage	Gross Tax Amount
COUNTY	36.4200	347.70
CITY	34.0000	324.80
SCHOOL	64.8500	619.12
Total Tax Due		\$1,291.42

170131 1540 NIT GCD3F035A

FOLD

SCANNED



John 1st Judicial District
 Instrument 2016 5481 D -J1
 Filed/Recorded 8/5/2016 03:12 P
 Total Fees \$ 15.00
 2 Pages Recorded

REVIEWED

Prepared By and Return To:
 Schwartz, Orgler & Jordan, PLLC
 12206 Hwy 49
 Gulfport, MS 39503
 (228) 832-8550
 Our File #160892

Indexing Instructions:
 Lots 3, 4, 5 & 6, Blk 7, Hewes Addition
 Harrison County, 1st JD, MS

**STATE OF MISSISSIPPI
 COUNTY OF HARRISON
 FIRST JUDICIAL DISTRICT**

WARRANTY DEED

THAT FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged,

**RANDALL K. BARRETT and RACHEL L. BARRETT
 2918 LAUREL MIST COURT
 KINGWOOD, TX 77345
 (228) 547-8254**

do hereby grant, bargain, sell, convey and warrant, unto

**ROY ANDERSON, IV
 525 W 28TH STREET, UNIT #956
 NEW YORK, NY 10001
 (228) 297-4009**

the following described property, together with the improvements, hereditaments and appurtenances thereunto situated and located in the County of Harrison, State of Mississippi, and more particularly described as follows, to-wit:

Lots Three (3), Four (4), Five (5) and Six (6), Block Seven (7), HEWES ADDITION, as per the official map or plat thereof, on file and of record in the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 3 at Page 10 (Copy Book 5A at Page 476B) thereof, reference to which is hereby made in aid of and as a part of this description.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and easements applicable to subject property, and any prior recorded reservations, conveyances and leases of oil, gas and minerals by previous owners of subject property.

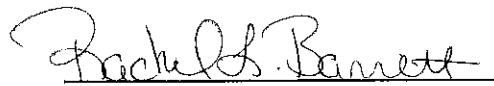
Estimated county ad valorem taxes have been prorated between the parties as a part of the

consideration for this conveyance. In the event the estimates upon which such proration is based prove to be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 365 day year.

THIS CONVEYANCE is also subject to Zoning and/or other land use regulations promulgated by federal, state or local governments affecting the use or occupancy of the subject property.

WITNESS THE SIGNATURES of the Grantors on this the 28th day of July, 2016.


RANDALL K. BARRETT


RACHEL L. BARRETT

STATE OF MISSISSIPPI
 COUNTY OF HARRISON

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, **RANDALL K. BARRETT and RACHEL L. BARRETT**, who acknowledged that they signed, executed and delivered the above and foregoing instrument as a voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 28th day of July, 2016.

(SEAL)

My Commission Expires:




 NOTARY PUBLIC

PLUM HOMES, INC.
ANDERSON COST ESTIMATE
6/6/2018

	JOB COSTS	ESTIMATES	PLUM HOMES	OWNER PAYMENTS	TOTAL PAID
	ALARM/SOUND SYSTEM				\$0.00
	APPLIANCES	\$8,000.00	13,861.85		\$13,861.85
	BRICK/BLOCK LABOR	\$10,300.00	11,767.50		\$11,767.50
	BRICKS	\$6,600.00	7,101.54		\$7,101.54
	BUILDER'S FEE	\$60,000.00	32,000.00		\$32,000.00
	CABINETS	\$25,000.00	26,427.08		\$26,427.08
	CONCRETE	\$10,300.00	11,504.64		\$11,504.64
	CONCRETE DESIGN AND STAMPING				\$0.00
	CONCRETE FINISHING	\$1,790.00		\$1,780.00	\$1,780.00
	CONCRETE PUMPING	\$1,600.00	1,826.00		\$1,826.00
	DIRT AND LANDFILL	\$2,500.00	1,634.96	\$500.00	\$2,134.96
	DOORS (INTERIOR)	\$2,900.00	4,727.39		\$4,727.39
	DRAFTING/PLANS				\$0.00
	DRIVEWAY (ALLOWANCE)	\$4,000.00	6,025.86		\$6,025.86
	ELECTRICAL	\$22,000.00	21,462.50		\$21,462.50
	ELEVATORS				\$0.00
	ENGINEERING				\$0.00
	EQUIPMENT RENTAL	\$4,000.00	3,641.20		\$3,641.20
	FIREPLACE MANTLES	\$500.00		\$2,800.00	\$2,800.00
	FIREPLACES MATERIALS	\$2,500.00	4,539.65		\$4,539.65
	FIXTURES-ELECTRICAL	\$4,000.00	915.21	\$3,012.05	\$3,927.26
	FIXTURES-PLUMBING	\$6,000.00	12,366.35		\$12,366.35
	FRAMING/FOUNDATION LABOR	\$38,500.00	6,900.00	\$32,875.00	\$39,775.00
	FRAMING/FOUNDATION MATERIALS	\$43,000.00	52,658.64		\$52,658.64
	GARAGE DOORS	\$3,500.00	3,539.56		\$3,539.56
	GASOLINE FOR RENTALS	\$150.00	211.23		\$211.23
	GENERATOR				\$0.00
	GLASS/MIRRORS/SHOWER DOORS	\$1,000.00	2,710.28		\$2,710.28
	GUTTERS				\$0.00
	HARDWARE (BATH, CABINETS,DOORS)	\$300.00	531.00		\$531.00
	HEATING AND AIR	\$20,140.00	20,837.17		\$20,837.17
	HOUSE CLEANING	\$400.00			\$0.00
	INSULATION	\$6,500.00	4,328.74		\$4,328.74
	LOT CLEARING/GRADING/YARD PREP	\$500.00			\$0.00
Revised	FLOORING Wood/Carpet	\$16,500.00	12,828.20		\$12,828.20
3/6/18	Int. & Ext. Tile/ Tile Installation	\$12,400.00	10,942.04	\$4,501.49	\$15,443.53
	Countertops		4,569.49	\$4,271.98	\$8,841.47
	MISC MATERIALS	\$5,000.00	2,710.95		\$2,710.95
	PAINT SUPPLIES/LABOR	\$25,000.00		\$9,000.00	\$9,000.00
	PERMITS	\$900.00	862.00		\$862.00
	PILINGS				\$0.00
	PLASTERING/SHEETROCK LABOR	\$7,765.00	7,920.58		\$7,920.58
	PLASTERING/SHEETROCK MATERIALS	\$4,532.00	3,271.03	\$969.13	\$4,240.16
	PLUMBING	\$21,000.00	19,383.05		\$19,383.05

PLUM HOMES, INC.
ANDERSON COST ESTIMATE
6/6/2018

	PORCH RAILS/STEPS				\$0.00
	PORCH SCREENING				\$0.00
	PORTABLE SERVICES	\$250.00	695.85		\$695.85
	POSTAGE				\$0.00
	ROOFING	\$21,000.00	22,399.89		\$22,399.89
	SHUTTERS				\$0.00
	SIDING MATERIALS				\$0.00
	SITE CLEANING/LANDSCAPE ALLOWANCE	\$1,000.00			\$0.00
	SPECIALTY PRODUCTS/CLOSETS	\$1,200.00			\$0.00
	STAIRS (INTERIOR-LABOR AND MATERIALS)	\$3,800.00	3,310.33		\$3,310.33
	STEEL FOR FOUNDATION	\$1,950.00	1,463.64		\$1,463.64
	TAP FEES/WATER & SEWER	OWNER			\$0.00
	TERMITE PRETREAT OF SLAB	\$911.00	742.58		\$742.58
	TRIM CARPENTRY LABOR	\$6,000.00	5,800.00		\$5,800.00
	TRIM CARPENTRY MATERIALS	\$3,500.00	4,377.58		\$4,377.58
	UTILITIES	\$400.00	657.54		\$657.54
	WASTE DISPOSAL	\$1,200.00	1,375.00		\$1,375.00
	WELDING/METAL WORK				\$0.00
	WINDOWS/EXT. DOORS	\$13,000.00	6,119.31	\$6,678.03	\$12,797.34
	PAYROLL EXP. (Foundation, Framing Labor)	\$4,000.00	4,908.34		\$4,908.34
	DISCOUNTS-APPLIED AS TAKEN				\$0.00
		ESTIMATES	PLUM HOMES	OWNER PAYMENTS	TOTAL PAID
		\$437,288.00	365,855.75	\$66,387.68	\$432,243.43
	\$25000.00 deposit, received on 08/16/2017, will be applied prior to completion.				
			Payment by owner 9/21/17 (Miller)		-\$500.00
			Payment by owner 9/21/17 (Saucier)		-\$4,875.00
			Payment by owner 9/21/17 (Lott)		-\$1,780.00
			Draw Payment 09/29/2017		-\$45,346.12
			Payment by owner 10/06/17 (Saucier)		-\$5,000.00
			Payment by owner 10/13/17 (Saucier)		-\$4,000.00
			Payment by owner 10/20/17 (Saucier)		-\$4,000.00
			Payment by owner 10/27/17 (Saucier)		-\$4,000.00
			Payment by owner 11/2/17 (Saucier)		-\$4,000.00
			Draw Payment 11/02/17		-\$41,026.85
			Payment by owner 11/10/17 Saucier		-\$4,000.00
			Payment by owner 11/17 (Saucier)		-\$3,000.00
			Payment by owner 11/21 Windows		-\$6,678.03
			Payment by owner-paint 11/29		-\$3,000.00
			Payment by owner-sheetrock 11/29		-\$969.13
			Draw Payment 12/05/2017		-\$62,513.47

PLUM HOMES, INC.
ANDERSON COST ESTIMATE
6/6/2018

			Draw Payment 01/05/2018	-\$29,282.18
			Draw Payment 02/02/2018	-\$39,587.66
			Payment by Owner-Allen 2/9/18	-\$3,000.00
			Draw payment 03/12/2018	-\$16,326.14
			Payment by owner-Paint 03/21/18	-\$3,000.00
			Payment by owner-flooring 03/15/18	-\$4,501.49
			Payment by owner-granite dep.	-\$4,271.98
			Draw payment 04/09/2018	-\$41,540.29
			Payment by owner-lighting	-\$3,012.05
			Payment by owner-mantle	-\$2,800.00
			Draw payment 05/11/18	-\$43,617.16
			BALANCE DUE	\$46,615.88

CONTRACTOR'S LIEN WAIVER

Plum Homes, Inc., PO Box 8472, Gulfport, Mississippi 39506 ("Lienholder") has performed services for and/or provided materials to Roy Anderson IV under an agreement dated _____ for the construction of a home on property located at 424 2nd street, GPT, MS (the "Property").

The Lienholder, in consideration of receiving payment for labor and /or materials provided, releases the Property and/or improvements located on the Property from any and all liens, rights, or claims statutory or otherwise, that the Lienholder may have by reason of providing labor and/or materials for the Property and/or improvements located on the Property, but only for such labor and/or materials furnished on or before 6-1-18.

The Lienholder acknowledges that this Waiver releases the Lienholder's rights under the laws of the State of Mississippi, and further acknowledges that the execution of the Waiver is the Lienholder's voluntary act and deed.

Dated: 6-1-18

Plum Homes, Inc.

By

Kevin Taylor, President

Kevin Taylor
President



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Dustin Uselton, Assistant Attorney
Economic Development

Date: 01/28/2019

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 511 Oak Shadows, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 0711N-04-105.00.

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 _____, 2019, 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 511 OAK SHADOWS, GULFPORT, MISSISSIPPI, IN THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, AND IDENTIFIED AS PARCEL NUMBER 0711N-04-105.001

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, Timothy J. and Donna M. Hoffman, owners of the property located at 511 Oak Shadows Drive, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as Parcel Number 0711N-04-105.001, have completed the construction of a new residence by and through Sapphire Homes, LLC, and have 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 511 Oak Shadows Drive, Gulfport, Mississippi, in the First Judicial District of Harrison County, and which property is identified as Parcel Number 0711N-04-105.001, were

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

SECTION 3. That the Owners of the above referenced property, Timothy J. and Donna M. Hoffman, have 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 Four Hundred Seventy Four Thousand, Six Hundred and 00/100 Dollars (\$474,600.00) for the new residence and have 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.

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 _____, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Order submitted to and approved by the Mayor, this the ____ day of _____, 2019.

APPROVED:

MAYOR



**ECONOMIC
DEVELOPMENT**

November 8, 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 Timothy J. Hoffman and Donna M. Hoffman

Dear Administration and City Council:

On behalf of the Economic Development Department, I want to verify that Timothy J. Hoffman and Donna M. Hoffman have met all qualifications and processes for the Hwy. 90 Tax Abatement at their new home at 511 Oak Shadows Drive, 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

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.

Renovation Project Abatement Criteria

Please mark the blank beside each option which applies to your project and provide supporting documentation.

Historical relevance and adherence to Secretary of Interiors Guidelines and Occupancy Plan:

- _____ National Register status, historic property or contributing to historic district designation AND renovation design meets Secretary of Interior Standards for Rehabilitation
- _____ National Register status historic property or contributing to historic district designation AND renovation design does not meet Secretary of Interior Standards for Rehabilitation but renovations are approved by design review committee
- _____ Property has not received National Register status, historic property or contributing to historic district designation but renovations are approved by design review committee

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

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*: Timothy J. Hoffman Donna M. Hoffman

Applicant Property Address: 511 Oak Shadows Dr Gulfport MS 39501

Applicant Mailing Address: Same

Applicant Phone Number: 517-517-1058 Email: timhoffman1108@yahoo.com

Please select one: Renovation Project New Construction Project

Estimated Project Amount: 474,600.00 Application Submission Date: 10-22-18

Estimated Project Start Date: 11-1-17 Project Completion Date**: 7-18-18

*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.

10-22-18
Date

Timothy J. Hoffman
Donna M. Hoffman
Applicant Signature

Indexing: Lot 1, Oak Shadows

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

Prepared by and return to:
David B. Estes
MS Bar No. 101404
Integrity Land Title, LLC
2200 25th Avenue
Gulfport, MS 39501
(228)896-8962

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid,
and other good and valuable considerations, the receipt and sufficiency of all of which is hereby
acknowledged, the undersigned,

SAPPHIRE HOMES, LLC
A Mississippi limited liability company
2109 22nd Avenue
Gulfport, MS 39501
(228)896-5488

does hereby **SELL, CONVEY** and **WARRANT** unto

TIMOTHY J. HOFFMAN and wife, **DONNA M. HOFFMAN**
as joint tenants with full rights of survivorship and not as tenants in common
5729 Tahoma Place
Austin, TX 78759
(512) 517-1060

the following described land together with all improvements thereon located in the First Judicial
District of Harrison County, Mississippi, more particularly described as follows, to-wit:

**Lot 1, Oak Shadows Subdivision, a subdivision according to the map or plat thereof on file
and of record in Plat Book 56, Page 49 in the office of the Chancery Clerk of the First
Judicial District of Harrison County, Mississippi.**

THIS CONVEYANCE is subject to any and all easements, restrictive or protective
covenants, rights-of-way, zoning ordinances and reservations affecting said property of record.

TAXES for the year 2017 are hereby prorated and the same are hereby assumed by the
Grantee herein. It is agreed and understood that the taxes for the current year have been
prorated as of this date on an estimated basis, and that when said taxes are actually determined, if
the proration as of this date is incorrect, the parties herein agree to pay on a basis of an actual

proration. All subsequent years taxes are specifically assumed by Grantee herein.

GRANTOR hereby reserves the right to serve as the architectural review committee which must approve the architectural plans prior to the commencement of construction. This reservation shall run with the land until such time as a home is constructed on the herein described property.

WITNESS its signature on this the 8th day of September, 2017.

SAPPHIRE HOMES, LLC
A Mississippi limited liability company

By: Jennifer Davi
Its: _____

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state on this 8th day of September, 2017, within my jurisdiction, the within named Jennifer Davi who acknowledged that he/she is the Member of SAPPHIRE HOMES, LLC, A Mississippi Limited Liability Company, and that for and on behalf of said limited liability company, and as its act and deed he/she executed the above foregoing instrument, after first having been duly authorized by said limited liability company so to do.

(SEAL)



[Signature]
NOTARY PUBLIC



McGUIRE
Design & Construction, Inc.

Dalton McGuire, Jr. - Builder

Draw Schedule for Tim & Donna Hoffman

Lot 1 -Oak Shadow Lane., Gulfport, MS

Exhibit B

Working Deposit	\$ 25,000.00
1 st draw- footings poured	\$ 35,000.00
2 nd draw- slab poured	\$ 45,000.00
3 rd draw- rough framing up/ready for H&A, electrical & plumbing rough ins	\$ 140,000.00
4 th draw- windows & doors in, ready for rock, rough ins done	\$ 140,000.00
5 th draw- trim begins	\$ 41,000.00
6 th draw- trim complete, begin lock-out & floors	\$ 41,000.00
Final draw- home complete except for punch list items	\$ 7,600.00

Total \$ 474,600.00

McGuire Design & Construction, Inc.

By: Dalton D McGuire, Jr.

Its: President

Owners:

Tim Hoffman

Donna Hoffman

Ph: 228-863-3322 Fax: 228-863-3675
15276 A Dedeaux Rd. Gulfport, MS 39503

State of Mississippi Real Property

OAK SHADOWS LLC ETAL
Tax Year 2017 DR:

LRMMODP 24-1

Harrison
DAVID V. LAROSA, SR.
POST OFFICE BOX 1270
GULFPORT MS 39502
Paid by: HORNSBY WATTS PL

Drawer: 23
User: CNC
Paid: Chk# 007226

DR: 2005-0014751-D-J1 04/29/2005-WD
LOT 1 OAK SHADOWS SUBD
BEING PART OF LOTS 15 THUR 17
GOTTSCHALK SURVEY OF CLAUDE
LADNIER CLAIM SEC 7-8-11

PPIN142940-00	Receipt # 1675298	Date: 12/07/2017
Tax District 0 3G JD 1	Total Acres	Forest Acres

Parcel Number 0711N-04-105.001 PROP ADDR: OAK SHADOWS DR	Sec. Twn. Rng. 07 08 11
--	----------------------------

	Class 1 Value	Class 2 Value	Total Value
True Assessed		30,000	30,000
		4,500	4,500

181018 1431 CNC GCDSP455A

Type of Tax	Millage	Gross Tax Amount	Regular Homestead	Special Exemption	Net Tax
COUNTY	36.4200	163.89			163.89
CITY	34.0000	153.00			153.00
SCHOOL	64.8500	291.83			291.83
ACCOUNT PAID IN FULL		Total Tax Due			\$608.72

OAK SHADOWS LLC ETAL 4300 15TH STREET GULFPORT, MS 39501	Tax Amount Paid Penalty Paid Printer Fee Paid Excess Bid Paid Total Paid this Receipt Other Tax Payments *Grand Total Paid*	\$608.72 608.72 608.72
--	---	--

Received by:

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

This Certificate issued pursuant to the requirements of the International 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 SF DWELLING

Occupancy Classification RESIDENTIAL

Building Permit Number 201702344

Group R3 Type Construction VB

Fire District ☐ Yes ☒ No

Owner of Bldg. TIMOTHY & DONNA HOFFMAN

Owner's Mailing Address 579 TAHOMA PLACE

Owner's City, State, Zip AUSTIN, TEXAS 78759

Building Address 511 OAK SHADOWS DR., GULFPORT, MS 39501

Date: 07/18/2018


Building Official (TN)

POST IN A CONSPICUOUS PLACE



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Leisure Services

Date: 01/28/2019

Subject: Resolution - formally requesting assistance of the Harrison County Board of Supervisors with respect to improvements to the 19th Street Park near the 19th Street Community Center in the City of Gulfport, Mississippi, seeking approval of said request by the Board, 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 _____, 2019, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL FORMALLY TO REQUEST ASSISTANCE OF THE HARRISON COUNTY BOARD OF SUPERVISORS WITH RESPECT TO IMPROVEMENTS TO THE 19TH STREET PARK SURROUNDING THE 19TH STREET COMMUNITY CENTER IN THE CITY OF GULFPORT, MISSISSIPPI, TO SEEK APPROVAL OF SAID REQUEST BY THE BOARD, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, is located entirely within the geographic boundaries of Harrison County, Mississippi; and

WHEREAS, with respect to certain projects related to the operation and maintenance of the City's parks and recreation programs, the City of Gulfport has, from time to time requested assistance from the Harrison County Board of Supervisors in order to undertake the said public projects; and

WHEREAS, real and personal properties located within the limits of the City of Gulfport, Mississippi, are subject to the taxing authority of Harrison County, Mississippi, in addition to the taxing authority of the City of Gulfport; and,

WHEREAS, Harrison County, Mississippi collects and receives ad valorem tax revenues generated by and from real and personal properties located within the limits of the City of Gulfport; and,

WHEREAS, the City of Gulfport has identified the construction of a Splash Pad in the 19th Street Park surrounding the 19th Street Community Center as a park improvement project that should be undertaken by Harrison County for the benefit of the citizens of the City of Gulfport and would request assistance, including, but not limited to, labor and the purchase of

materials, from the Harrison County Board of Supervisors with respect to the construction of a splash pad at the aforementioned public park with a total estimated cost of approximately \$30,000.00.

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 Governing Authority of the City of Gulfport does hereby officially request assistance from the Harrison County Board of Supervisors with respect to that certain project identified in the preamble hereto (construction of a splash pad at the 19th Street Park), and, further, the City of Gulfport does hereby seek the approval of this request for assistance at a value of up to approximately \$30,000.00 for the materials and construction of the aforementioned splash pad by and from the Harrison County Board of Supervisors.

SECTION 3. That this Resolution shall be in effect according to law, and shall be spread upon the minutes of the Gulfport City Council and a copy hereof shall be provided to the Harrison County Board of Supervisors for consideration on the next available agenda.

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 _____, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2019.

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Leisure Services

Date:

Subject: Resolution - formally requesting assistance of the Harrison County Board of Supervisors with respect to improvements to the East North Gulfport Park in the City of Gulfport, Mississippi, to seek approval of said request by the Board, 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 _____, 2019, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL FORMALLY TO REQUEST ASSISTANCE OF THE HARRISON COUNTY BOARD OF SUPERVISORS WITH RESPECT TO IMPROVEMENTS TO THE EAST NORTH GULFPORT PARK IN THE CITY OF GULFPORT, MISSISSIPPI, TO SEEK APPROVAL OF SAID REQUEST BY THE BOARD, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, is located entirely within the geographic boundaries of Harrison County, Mississippi; and

WHEREAS, with respect to certain projects related to the operation and maintenance of the City's parks and recreation programs, the City of Gulfport has, from time to time requested assistance from the Harrison County Board of Supervisors in order to undertake the said public projects; and

WHEREAS, real and personal properties located within the limits of the City of Gulfport, Mississippi, are subject to the taxing authority of Harrison County, Mississippi, in addition to the taxing authority of the City of Gulfport; and,

WHEREAS, Harrison County, Mississippi collects and receives ad valorem tax revenues generated by and from real and personal properties located within the limits of the City of Gulfport; and,

WHEREAS, the City of Gulfport has identified the construction of a Splash Pad in the East North Gulfport Park as a park improvement project that should be undertaken by Harrison County for the benefit of the citizens of the City of Gulfport and would request assistance, including, but not limited to, labor and the purchase of materials, from the Harrison County

Board of Supervisors with respect to the construction of a splash pad at the aforementioned public park with a total estimated cost of approximately \$30,000.00.

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 Governing Authority of the City of Gulfport does hereby officially request assistance from the Harrison County Board of Supervisors with respect to that certain project identified in the preamble hereto (construction of a splash pad at the East North Gulfport Park), and, further, the City of Gulfport does hereby seek the approval of this request for assistance at a value of up to approximately \$30,000.00 for the materials and construction of the aforementioned splash pad by and from the Harrison County Board of Supervisors.

SECTION 3. That this Resolution shall be in effect according to law, and shall be spread upon the minutes of the Gulfport City Council and a copy hereof shall be provided to the Harrison County Board of Supervisors for consideration on the next available agenda.

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 _____, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2019.

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Administration

Date: 01/30/2019

Subject: Resolution - approving Memorandum of Understanding with the Harrison County Development Commission, 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 _____, 2019, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AGREEMENT WITH THE HARRISON COUNTY DEVELOPMENT COMMISSION, TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the Harrison County Development Commission (hereinafter, "HCDC") owns certain property along Seaway Road in the City of Gulfport and, from time to time, conveys that property to third parties for economic development purposes and to permit the establishment of new businesses and/or industries in the City of Gulfport; and

WHEREAS, the HCDC desires to improve directional signage to assist those visiting the various businesses along Seaway Road, a public right of way located in the Harrison County Industrial Park; and

WHEREAS, understanding the importance of such directional signage and desirous of assisting the HCDC in the production and installation of aesthetically pleasing directional (wayfinding) signage for use on Seaway Road, the City of Gulfport has offered and the HCDC has accepted the City's offer to produce and install the necessary signage at cost (labor and materials) pursuant to the terms and conditions found in the proposed Memorandum of Understanding attached hereto as Exhibit "A";

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such agreement between the City and HCDC and that such is in the best interest of the City of Gulfport.

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

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

Section 2. That the City of Gulfport City Council hereby approves the proposed Memorandum of Understanding attached hereto as Exhibit "A" and authorizes the Mayor to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution shall be in effect according to law, and shall be spread upon the minutes of the Gulfport City Council and a copy hereof shall be provided to the Harrison County Board of Supervisors for consideration on the next available agenda.

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 _____, 2019.

(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 _____, 2019.

APPROVED:

MAYOR

**COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT
STATE OF MISSISSIPPI**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GULFPORT AND
THE HARRISON COUNTY DEVELOPMENT COMMISSION FOR THE PRODUCTION
AND INSTALLATION OF DIRECTIONAL SIGNAGE, AND FOR OTHER RELATED
PURPOSES**

THIS MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GULFPORT AND THE HARRISON COUNTY DEVELOPMENT COMMISSION FOR THE PRODUCTION AND INSTALLATION OF DIRECTIONAL AND OTHER SIGNAGE FOR THE HARRISON COUNTY INDUSTRIAL PARK, AND FOR OTHER RELATED PURPOSES (this "Amendment") is entered into on the dates hereinafter set forth by and between the CITY OF GULFPORT, MISSISSIPPI ("City"), and the HARRISON COUNTY DEVELOPMENT COMMISSION ("Commission") each being a political subdivision organized and existing according to the laws of the State of Mississippi.

WHEREAS, the Harrison County Development Commission (hereinafter, "HCDC") owns certain property along Seaway Road in the City of Gulfport and, from time to time, conveys that property to third parties for economic development purposes and to permit the establishment of new businesses and/or industries in the City of Gulfport; and

WHEREAS, the HCDC desires to improve directional signage to assist those visiting the various businesses along Seaway Road, a public right of way located in the Harrison County Industrial Park; and

WHEREAS, understanding the importance of such directional signage and desirous of assisting the HCDC in the production and installation of aesthetically pleasing directional (wayfinding) signage for use on Seaway Road at or near its intersection with Highway 605, the City of Gulfport has offered and the HCDC has accepted the City's offer to produce and install the necessary signage at cost (labor and materials).

NOW, THEREFORE, for and in consideration of the mutual benefits and advantages each to the other, the parties hereby acting by and through their respective Governing Authorities, agree as follows:

ARTICLE I. COMMENCEMENT, TERMINATION AND AMENDMENT

Section 1.01 Commencement.

- A. This Agreement shall be in full force and effect for a period commencing on the effective date hereof (as hereinafter provided).

- B. Effective Date.** The effective date hereof shall be the date on which the following required events are completed: (1) Approval of the Agreement by Resolution by the City and the Commission; (2) Execution of the Agreement on behalf of the City and the Commission.

Section 1.02 Amendment or Termination.

- A. By Consent.** This Agreement may be amended by or terminated by mutual consent in writing of all of the parties duly authorized by their respective Governing Authorities.
- B. By Notice.** Either party to this Agreement may terminate its participation in the Agreement upon thirty (30) written notice to the Mayor of the City or the Executive Director of the Commission.
- C. Authority.** Action taken under this Section shall be by Resolution in the same procedural manner for the City's Governing Authority and the Board of Commissioners as required for adoption of this Agreement. The City shall act according to law by and through its Mayor and City Council ("Governing Authorities"). The Commission shall act according to law by and through its Board of Commissioners.

ARTICLE II. COSTS and PROCEDURE

Section 2.01 HCDC shall provide the City with the text/graphics to should be placed on each sign. The City shall estimate the cost of production and installation of each sign based on the information provided by HCDC shall provide an invoice to the HCDC setting out the estimated production/installation costs for each sign. Thereafter, HCDC shall submit to the City a written request (electronic mail to the City's Public Works Director is sufficient) that the sign be produced and installed. By making such written request, HCDC agrees to reimburse the City the cost of production and installation of each sign in the amount found on the invoice. Said reimbursement shall occur within 45 days of the date each sign is installed.

Section 2.02 Once the written request that the sign be produced and installed is received by the City, the City shall produce a mock-up of each sign for review by the HCDC. HCDC shall provide written approval for each sign prior to production. Installation of the signs shall be within the public right of way along Seaway Road, and sign location shall be determined by the HCDC in consultation with the City's Department of Public Works and its Traffic Division.

ARTICLE III. GENERAL PROVISIONS

Section 3.01 Severance of Provisions. In the event any provision or part of this Agreement shall be rendered or determined to be legally unenforceable, without legal authority, or in violation of any law or court decision, such provision or part shall be

severed here from, and all remaining provisions and parts shall continue in full force and effect.

Section 3.02 Captions. The captions (titles or headings) of each section or subsection hereof are included for identification purposes only and shall not control the context or interpretation of the section or subsection that it identifies.

Section 3.03 Counterparts. This Agreement may be executed in more than one (1) counterpart.

WITNESS OUR SIGNATURES, as duly authorized for and on behalf of the City of Gulfport and the Harrison County Development Commission on the dates indicated below.

THIS, the _____ day of _____, 2018.

THE CITY OF GULFPORT, MISSISSIPPI, a
political subdivision and municipal corporation

By: _____
Billy Hewes, Mayor

ATTESTED BY:

MUNICIPAL CLERK

THIS, the _____ day of _____, 2018.

**HARRISON COUNTY DEVELOPMENT
COMMISSION**, a political subdivision

By: _____
Jimmy Levens, President of Board of
Commissioners

ATTESTED BY:

Secretary



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
General Finance

Date: 01/30/2019

Subject: Resolution - approving Agreement between John Fayard Moving & Warehousing, L.L.C., D/B/A John Fayard Records Management and the City of Gulfport for Records Management Services, authorizing the Mayor to execute said Agreement, and for related purposes.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2019, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE AGREEMENT BETWEEN THE JOHN FAYARD MOVING &
WAREHOUSING, L.L.C., D/B/A JOHN FAYARD RECORDS MANAGEMENT AND
THE CITY OF GULFPORT FOR RECORDS MANAGEMENT SERVICES AND TO
AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE
CITY OF GULFPORT, AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport, desires to make improvements to the City's program of records storage and management; and

WHEREAS, a proposal for records management services has been submitted by John Fayard Moving & Warehousing, L.L.C., d/b/a John Fayard Records Management which sets forth the services to be provided with the goal of facilitating record storage, as set forth in the documents attached hereto as Exhibit "A"; and

WHEREAS, the City of Gulfport believes that it is in the best interest of the city to outsource the management of certain city records.

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 Service and Storage Agreement between the City of Gulfport and John Fayard Moving & Warehousing, L.L.C. d/b/a John Fayard Records Management be approved and the Mayor be and he is hereby authorized to execute and deliver the Service and Storage Agreement, which is attached hereto as Exhibit "A", 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 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 _____, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2019.

MAYOR

JOHN FAYARD RECORDS MANAGEMENT

SERVICE AND STORAGE AGREEMENT

This Agreement, entered into this _____ day of _____, 2019, by and between **John Fayard Moving & Warehousing, L.L.C. d/b/a John Fayard Records Management** (hereinafter referred to as "JFRM") and **City of Gulfport** (hereinafter referred to as "Customer"). FOR AND IN CONSIDERATION OF THE MUTUAL TERMS AND COVENANTS CONTAINED HEREIN, JFRM agrees to accept for storage and service under its record management systems, Customer's materials (hereinafter referred to as "materials") as delineated below, subject to all of the terms and conditions contained herein, including those incorporated as attachments hereto. In consideration for JFRM accepting and maintaining such materials, Customer agrees to pay JFRM for its services according to the current rate schedule attached hereto as Exhibit "A" and incorporated herein by reference as the same may be changed from time to time as provided for herein.

1. **TERM:** JFRM shall store and service Customer's materials as deposited with JFRM and as more particularly described in Paragraph 2 for an initial term of one (1) year beginning on the date noted above and terminating on _____, 2018, provided that notice of termination is provided by either party to the other no later than 60 days prior to expiration of the term. This Agreement shall automatically renew for successive one (1) year periods unless such notice of termination is given. Additional materials may be added by written agreement and unless otherwise indicated in writing, shall be deemed to be held under the same terms and conditions as provided for herein.
2. **DESCRIPTION OF MATERIALS:** Stored materials shall include magnetic tapes, digital images, films, microfilms, records or documents.
3. **OWNERSHIP OF PROPERTY:** Customer represents and warrants that it is the legal owner or is in lawful possession of the materials stored pursuant to this Agreement free and clear of all liens and security interests and Customer has the legal right to contract for services for all of the materials tendered. Customer shall not at any time store with JFRM any narcotics, contraband or other illegal materials, any materials considered to be highly flammable, explosive, toxic, radioactive or any organic material which might attract vermin or insects or any other materials which are otherwise dangerous or unsafe to store or handle in the records center. JFRM reserves the right to open and inspect any record materials tendered for storage. JFRM may, at its sole discretion, elect to reject any type or form of record material which it considers unfit, improper or unsafe for storage.
4. **RATES:** Customer agrees to pay JFRM for its services according to JFRM's then current schedule of rates as set forth in Exhibit "A" as the same may be changed from time to time as provided for in this Agreement. Rates will remain constant throughout the original term provided for in paragraph 1 above unless otherwise set forth on the attached Exhibit "A". Thereafter, such rates are subject to change upon 30 days written notice to Customer. Any additional charges shall be paid along with the regular monthly/quarterly payments. Notwithstanding anything herein this Agreement to the contrary, all fees and charges due JFRM from Customer shall be paid by the Customer within fifty (50) days of receipt of invoice therefore accompanied by reasonable backup for same. All accounts over 50 days old shall be subject to interest at the rate of 1.5% per month (18% per annum). JFRM will be entitled to reimbursement of expenses for any collection costs incurred.

5. ACCESS TO STORED MATERIALS:

- (a) Customer's authorized representative(s) shall have the right to examine its stored materials.
- (b) Stored materials shall be delivered only pursuant to Customer's authorized representatives' instructions. Customer represents that the authorized representative(s) identified herein has full authority to order any services for the removal of any stored material and to deliver and receive such. Such order may be given in person, writing, by telephone or electronic transmission.
- (c) JFRM shall have a reasonable time to comply with any request for the delivery of any stored material.
- (d) JFRM reserves the right to deny access or delivery of stored material should the Customer be in default of this storage agreement.
- (e) Customer agrees to name one or more authorized representatives and shall complete the "Authorized Personnel Form" attached hereto as Exhibit "B", listing the names of each person who is authorized to deliver any item to storage or to receive any item from storage. Unless JFRM receives written notice to the contrary, it shall be authorized to receive materials or deliver materials to or at the direction of anyone so named. Customer shall be responsible for any changes to such authorization form.

6. TRANSPORTATION OF MATERIALS: While transporting materials to or from storage, JFRM shall act as a private carrier only and not as a common carrier (unless otherwise provided by law). JFRM's liability for loss or damage in transit, if any, is on the same terms as provided in paragraph 12.

7. ADDRESS AND CHANGE: Any notice under this Storage Agreement required under applicable law or this Agreement shall be sent by JFRM to Customer or from Customer to JFRM at the address shown. All notices shall be sent by personal delivery, overnight delivery by reputable delivery service or certified mail, return receipt requested. Should there be a change in such address, Customer shall provide written notice of such change to JFRM within 30 days and upon acknowledgment by JFRM of such change, all notices shall be sent to such new address. For purposes of any notices under this Agreement, they shall be given as follows:

As to Customer:

City of Gulfport
2309 15th Street
Gulfport, MS 39501
Contact: Mayor's Office

With a carbon copy to the City Attorney's office at the same mailing address.

As to JFRM:

John Fayard Records Management
10323 Express Drive
Gulfport, MS 39503

Attention: Ken Stephenson
Telephone Number: (228) 864-2262

8. DESTRUCTION OF MATERIALS: Upon written instruction from Customer or its authorized representative, JFRM may destroy any and all of the stored materials. Unless caused by negligence of

JFRM, Customer releases JFRM and its officers, employees, agents and attorneys from any and all liability by reason of the destruction of such materials done pursuant to such authority and agrees to indemnify and hold JFRM harmless from any and all liability as a result of said destruction. The provisions of this paragraph apply only to the extent allowed by Mississippi law.

9. INDEMNIFICATION: Unless caused by negligence of JFRM, Customer agrees to indemnify and hold harmless JFRM, its officers, employees, agents, and attorneys from and against any liability, losses, claims, actions, causes of action, costs or expense, including reasonable attorney fees that JFRM might suffer or incur as a result of any claims, demands, costs or judgments arising out of its storage or handling of the stored record material, its relations with Customer or its relations with any third parties pursuant to this Storage Agreement. The provisions of this paragraph apply only to the extent allowed by Mississippi law.

10. SUBPOENA: Should JFRM be served with a *subpoena duces tecum*, request for production of documents or other similar order related to the production of any or all of the materials as a result of litigation in which Customer is a party, JFRM will notify the Customer promptly upon receipt thereof, unless such notice is otherwise prohibited by law. Upon Customer receiving notice of such Subpoena, it shall immediately submit written instructions to JFRM describing the terms of any response to the Subpoena and the terms upon which the documents would be delivered. Customer shall reimburse JFRM based upon appropriate rates for services in retrieving such documents to be used in response to the Subpoena, the wording of such response to be provided by the Customer. Customer recognizes that JFRM's obligation is to respond to such lawful request, subpoenas and orders.

11. VENUE:

The parties agree that the exclusive venue for any action against JFRM shall be the United States District Court for the Southern District of Mississippi or, to the extent that said federal court lacks subject matter jurisdiction or otherwise declines to exercise its jurisdiction, the State Courts of Harrison County, Mississippi.

12. LIMITATION OF LIABILITY:

(a) Customer agrees to encrypt all electronic records that include personally identifiable information before those records are received by JFRM. If records are protected by the HIPAA or HITECH acts, they shall be encrypted using means considered valid by the Department of Health and Human Services. JFRM will not inspect to determine whether data has been encrypted. JFRM will not be liable for costs resulting from disclosure of unencrypted data, including notification of those whose information was exposed.

(b) Customer recognizes that JFRM is not an insurer of its materials. Customer is urged to obtain insurance for itself sufficient to protect its interest in such materials should they be lost or damaged. Customer has been advised and fully understands and acknowledges that deterioration and aging of materials is normal and anticipated to occur over time. JFRM shall not be liable for any loss or damage to goods stored hereunder, however caused, unless such loss or damage results from the failure of JFRM to exercise such care in regard to them as a reasonably careful person would exercise under like circumstances. Furthermore, JFRM shall have the right to inspect and repair any alleged damaged record materials in lieu of paying any damages at its option. This Storage Agreement is entered into subject to any delays, losses or damage which may be caused from (i) an act, omission or order of Customer; (ii) ordinary wear and tear; (iii) defects or inherent vices of the article stored; (iv) war or

hostile war like action in time of peace including insurrection, terrorism, rebellion, revolution or civil war; (v) strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence; (vi) acts of God; and in the case of materials not stored in climate controlled storage or media vault storage, damage because of atmospheric conditions such as temperatures and humidity or changes therein and JFRM shall not be liable for any such damages. To the extent JFRM has any liability, the dollar amount of the limitations of liability value provided for herein controls obligations to Customer. In no event shall JFRM be liable for any consequential or incidental damages. This limitation of liability shall apply irrespective of the cause of loss, damage or destruction of the stored materials.

(c) The provisions of this paragraph apply only to the extent allowed by Mississippi law.

13. DEFAULT: Customer shall be deemed to be in default of this Agreement if Customer:

(i) fails to pay any sum due hereunder in accordance with the terms of this Agreement (which includes any check given by Customer in payment hereunder being dishonored) and does not cure such payment breach within ten (10) days after receipt of notice from JFRM; or (ii) fails to comply with any other terms or provisions of this Agreement, becomes insolvent or makes a general assignment for the benefit of creditors and does not cure such non-payment breach within thirty (30) days of notice from JFRM. Upon default, JFRM may exercise its lien rights as set forth in paragraph 14, demand that Customer pick up its stored materials, deliver the materials to the delivery address, or if none is specified, to the Customer address, terminate this Agreement or exercise any other right it might have under Mississippi law. Then in addition to the above, upon thirty (30) days advance written notice to Customer, JFRM may destroy or otherwise dispose of the stored record material. In the event JFRM takes any action described in this Paragraph upon the default of Customer, it shall have no liability to Customer or anyone claiming through it. All remedies provided for this Storage Agreement are cumulative and may, at the election of JFRM, be exercised alternately, successively or in any other manner or in addition to any other rights provided by law. JFRM shall also be entitled to collect costs incurred by it in connection with these remedies. The provisions of this paragraph apply only to the extent allowed by Mississippi law.

14. LIEN: JFRM has a lien on all stored property for any charges due hereunder or for other charges, present or in the future in relating to such property, for its movement, preservation, sale or other disposal or disposition pursuant to the terms of this Storage Agreement. Without limiting the terms above, no advances have been made or liabilities incurred by JFRM for which it claims a lien prior to the date of the execution of this Storage Agreement.

15. EARLY TERMINATION: Both parties shall have the right, notwithstanding anything else contained in this Agreement to the contrary, to terminate the Agreement for any default as set forth in paragraph 13.

16. LAW: This Storage Agreement is made and entered into and shall be interpreted according to the laws of the state of Mississippi.

17. CONFIDENTIALITY: JFRM and its employees shall hold confidential all information obtained by them in respect to Customer and Customer records. Also, JFRM shall exercise that degree of care in safeguarding documents entrusted to it by Customer which a reasonable and careful company would exercise with respect to similar records of its own, provided that the maximum liability of JFRM to Customer shall be limited as stated in Paragraph 12 "Limitation of Liability".

18. TIME IS OF THE ESSENCE: Time is of the essence with respect to all time periods specified in this Agreement and its attached Exhibits.

19. COMPLETE AGREEMENT: This Storage Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior written agreements or understandings. This Storage Agreement may be modified only by written instrument signed by each of the parties hereto. The provisions provide for herein are deemed to be severable.

The undersigned Customer acknowledges and agrees that he/she has read the terms and conditions of this Storage Agreement above and those terms and conditions on each page hereof which are part of this Storage Agreement. Customer agrees to be bound by all of said terms and conditions.

20. FAXED SIGNATURES: Signatures of the parties by facsimile shall be deemed binding, as if such signatures were the original signature of such party, and all of the parties herein acknowledge that each is relying upon such signature by facsimile to bind each such party to all of the terms, conditions and provisions of this Agreement.

City of Gulfport

Print Name

Signature

Date: _____

John Fayard Records Management

Print Name

Signature

Date: _____

Exhibit A

PRODUCT AND SERVICES RATE SCHEDULE - EXHIBIT A		
The City of Gulfport		
		5/8/2017
Description	Unit	Price
NON-CLIMATE CONTROLLED STORAGE	Rate Per Cubic Foot	\$0.140
Hard Copy Records Storage	1.2 Cubic Foot Carton Per Month	\$0.17
Hard Copy Records Storage	2.0 Cubic Foot Carton Per Month	\$0.36
CLIMATE CONTROLLED STORAGE	Rate Per Cubic Foot	\$0.300
Hard Copy Records Storage	1.2 Cubic Foot Carton Per Month	\$0.36
Hard Copy Records Storage	2.0 Cubic Foot Carton Per Month	\$0.78
Accessions:		
Data Entry (One Time Charge)	Per Carton	Waived
Retrieval/Refile	Per Carton	\$1.00
Retrieval/Refile	Per File	\$1.00
Indexing	Per File	\$0.20
Delivery/Pick-Up - NO CHARGE FOR INITIAL PICKUP		
1 -16 (Minimum Charge)	Cartons	\$8.00
Over 16 Cartons	Per Carton	\$0.50
Document Fax	Per Page	\$1.00
Document Scan and Email	Per Page	\$1.00
Shredding / Disposal / Removal		
Shredding / Disposal / Offsite	Per Cubic Foot	\$2.50
Shredding / Disposal / On site	Per Cubic Foot	\$4.50
Permanent Removal Fee	Per Cubic Foot	\$2.95
Cartons for Purchase		
Double wall "Miracle Box" 1.2 Cubic Foot	Per Carton	\$2.10
Minimum Monthly Storage Fee		\$25.00
<i>For an explanation of the above rates please contact us at 228-864-2262. We can also provide additional information about our on-site climate controlled review rooms, customized computer reports, and emergency delivery services.</i>		
These rates are effective for The City of Gulfport for a period of one year. If you are in agreement of the above rates, please sign and date below.		
_____	_____	
John Fayard Records Management	The City of Gulfport	
_____	_____	
Date	Date	
_____	_____	
Contact: Ken Stephenson (228) 228-2804		

EXHIBIT "B"

AUTHORIZED PERSONNEL FORM

Client: 675

Client Name: City of Gulfport

Client Primary Address: 2309 15th Street, Gulfport, MS 39501

Client Primary Contact: _Henrietta Spaulding

Primary contact telephone: (228) 868-5705

Email: hspaulding@gulfport.ms.gov

Primary contact fax: _____

The following individuals have limited access to records/data managed by John Fayard Records Management as indicated by the Level* assigned to each. Web access authorized only by those individuals indicated.

Contact Name	*Level	Password	Phone Number	Email Address	Web
Henrietta Spaulding	4		228-868-5705	hspaulding@gulfport.ms.gov	
Linda Elias	4			lelias@gulfport.ms.gov	

*AUTHORIZATION	LEVELS
Level 1	Authorized to request normal services
Level 2	Authorized to request Rush Deliveries
Level 3	Authorized to Declare a Disaster
Level 4	Authorized to Change List

Note: Selecting Level 2, 3 or 4 authorizes Individual access to all levels preceding the selected level. Example: Level 3 user is authorized to request services, rush deliveries and declare a disaster.

_____ Voids all previous authorizations

_____ Add user(s) to current listing

_____ For a new client set-up

_____ Remove user(s) from current listing

Primary Contact Signature: _____ Date: _____



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 01/30/2019

Subject: Resolution - awarding bid and approving Contract with Covington Flooring Company, Inc. for Gaston Point Gym Floor Replacement Project, authorizing the Mayor to execute said Contract, and for related purposes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Dehenport, CPPB

Date: January 23, 2019

Re: Gaston Point Floor Replacement – Bids Received 01/11/2019

We have reviewed the bids received on the above referenced item and find the only bid received to be reasonable in price for a bid amount of \$53,180.00 to replace flooring; with an alternate of \$2.85/lf to replace sub-flooring as required approved by Owner.

I have attached a copy of the submitted bid for your review and subsequent approval.

Thank you for your consideration.



P.O. BOX 19968
BIRMINGHAM, AL 35219
205/328-2330 P
205/328-2496 F

Sealed Bid



The City of Gulfport, MS

Gaston Point Recreation Center Gym—Gym Floor Replacement

TO: City of Gulfport, MS

Office of Procurement

1410 24th Avenue

Hardy Building—Second Floor

Gulfport, MS 39501

Bid Date:

Trade Contractor:

MS Cert of Responsibility:

Expiration:

Classification:

01/11/2019 @ 10:00 A.M.

Covington Flooring Company, Inc.

06107--SC

10/18/2019

Athletic Fields/Bleachers/Floor Covering/Install of Const Spec/Furn/Equip

PROPOSAL FORM

To: Office of Procurement
Gulfport, MS

Re: Remove and Install New Maple Court Flooring

We extend this bid to provide labor, material, delivery, equipment and all other incidentals necessary to remove existing floor covering and cove base and install new bidder supplied floor covering and cove base in the Gaston Point Community Center Gym for the Department of Leisure Services as per the attached specifications

BASE BID:

\$ 53,180.00 Dollars FIFTY THREE THOUSAND ONE HUNDRED EIGHTY
Words DOLLARS

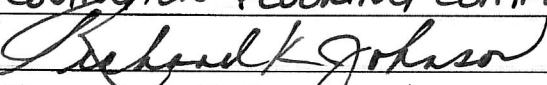
ALTERNATE 1:

Remove and Replace damaged sub-floor – as required and approved by owner:

\$ 2.85 Per LF

ADDENDA: Receipt of the following Addenda is acknowledged:

No. 1 Date 12/7/18 No. Date

Date	01-11-2019
Company/Firm Name	COVINGTON FLOORING COMPANY, INC.
Authorized Representative-sign	
Authorized Representative-print	RICHARD K. JOHNSON
Phone Number	205-328-2330
Facsimile Number	205-328-2496
Email	rjohnson@covington.com
Certificate of Responsibility #	06107-SC

Attachments: A – Special Contract Provisions for Federally-Assisted Construction Contracts
B – Section 3-2018 rev 4-25-18
C – Certifications
D – Davis-Bacon Wage Regs 2018
F – Mississippi Jobs First



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 01/16/2019

Subject: Resolution - approving Contract with Artisan Pyrotechnics, Inc., regarding July Fourth Fireworks Display and authorizing the Mayor to execute the same.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2019, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL APPROVING CONTRACT WITH ARTISAN PYROTECHNICS, INC., REGARDING JULY FOURTH FIREWORKS DISPLAY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, the City of Gulfport annually presents a fireworks display from Moses Pier at or near the Gulfport Small Craft Harbor on or about July 4th, in celebration of American's Independence Day; and

WHEREAS, Artisan Pyrotechnics, Inc. ("Artisan"), of Wiggins, Mississippi, was the only bid submitted after two bid soliciations and should be awarded the contract for the fireworks display for the City of Gulfport on (or about, if needed) July 4, 2019; and

WHEREAS, Artisan has provided the City with a proposed Contract concerning the said July 4, 2019, fireworks display in the City of Gulfport, which Contract is attached hereto as Exhibit "A" for your consideration; and

WHEREAS, award to and execution of the July 4th fireworks contract with Artisan is believed to be in the best 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 award to and proposed Contract between Artisan and the City of Gulfport, attached hereto as Exhibit "A", be and the same is here by approved and the Mayor be and he is hereby authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect 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 _____, 2019.

(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 _____, 2019.

APPROVED:

MAYOR

ARTISAN PYROTECHNICS, INC.

Pyrotechnic Contract

1) THIS AGREEMENT entered into this **25th** day of **January, 2019** by and between ARTISAN PYROTECHNICS, INC.; a Mississippi corporation hereinafter referred to as "ARTISAN" and **City of Gulfport/ Mayor Billy Hewes** hereinafter referred to as "PURCHASER".

2) ARTISAN agrees to furnish PURCHASER, in accordance with the terms and conditions hereinafter set forth, **1** pyrotechnic production (s) as per Program(s) **A**, submitted, accepted and made part hereof, including the services of a licensed pyrotechnic operator to take charge of and, along with sufficient helpers, safely discharge the display. The said production(s) are scheduled to be performed on **July 4, 2019** on **the Moses Jetty, Gulfport, MS.**

3) PURCHASER, at its own expense, agrees to provide ARTISAN: A) A suitable PRODUCTION SITE in which to stage the pyrotechnic display including a firing and fallout zone reasonably acceptable to ARTISAN in which the pyrotechnics may be exhibited, rise and fall safely. B) Adequate policing, guard protection, roping, fencing and/or other crowd control measures to prevent the access of the public or its property or any other people or property not authorized by ARTISAN into the PRODUCTION SITE. C) The services and cost of standby firemen and/or any applicable permit fees as required by state and local statutes, ordinances or regulations. D) Access by ARTISAN, at all times, to the PRODUCTION SITE to set up the production. E) Ensure that the Spectator Area does not infringe on the PRODUCTION SITE; F) PURCHASER shall furnish ARTISAN any and all certificates of fire retardancy and non-flammability with the return of this executed contract for Material that is within twenty-five (25) feet of any pyrotechnic effect. The term Material includes but is not limited to any and all stage scenery, curtains, pipe and drape, carpet, fluids or any thing or object susceptible to combustibility. The failure to supply this certificate may cause ARTISAN not to produce the said display and Purchaser will be responsible for the contract amount in full. If PURCHASER fails to fully comply with requirement A, B, C, D, E and/or F set forth above, ARTISAN shall have no obligation to perform and PURCHASER agrees to pay ARTISAN the entire contract price plus any additional expenses and damages incurred as a result of said failure. PURCHASER shall have the sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that ARTISAN, (including its operators and helpers) shall not inspect, police, monitor or otherwise supervise any area of the site other than the PRODUCTION SITE, except to ensure all spectators are outside the PRODUCTION SITE; and, after completion of the PRODUCTION, that the PRODUCTION SITE is cleared of any pyrotechnic debris originating from the production.

4) PURCHASER shall pay to ARTISAN the sum of **FIFTEEN THOUSAND AND NINE HUNDRED AND FIFTY ONE** Dollars (**\$15,951.00**). Full final payment is due by **July 19, 2019**. The Payment will include a non-refundable charge of \$500.00 to cover the permit and insurance process. If the production proceeds, this amount will be applied towards the remaining balance due. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after 10 days from the date of payment due. PURCHASER does hereby authorize ARTISAN to receive and verify financial information concerning PURCHASER from any person or entity.

5) PURCHASER agrees to assume the risk of weather, or other causes beyond ARTISAN control, which may prevent the production from being safely discharged on the scheduled date or the cancellation of any event for which PURCHASER has purchased the production. It shall be within ARTISAN sole discretion to determine whether or not the production may be safely discharged on the scheduled date and at the scheduled time. If, for any reason beyond ARTISAN control, including, without limitation, inclement weather, ARTISAN is unable to safely discharge the production on the scheduled date or should any event for which PURCHASER has purchased the production be cancelled, the parties shall attempt to negotiate a new production date, which shall be within **180 days** of the original production date. PURCHASER further agrees to pay ARTISAN for any additional expenses made necessary by this postponement. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of production, additional taxes or surcharges, or any other additional expense that was incurred prior to and/or as a result of the postponement or cancellation. If the parties are unable to agree on a new production date, ARTISAN shall be entitled to liquidate damages from PURCHASER as if PURCHASER had cancelled the production on the date set for the production as follows.

6) PURCHASER shall have the option to unilaterally cancel this production at any time. If PURCHASER exercises this option, PURCHASER agrees to pay ARTISAN, as liquidated damages, the following percentages of the agreed contract price. 1) 25% if cancellation occurs three (3) or more days before the date scheduled for the production, 2) 50% if cancellation occurs between two (2) days prior to and the actual date set for the production, 3) 75% if cancellation occurs on the date set for the production but prior to the time physical set-up of the production actually begins 4) 100% thereafter. If cancellation occurs prior to the date set for the production, PURCHASER, agrees to pay to ARTISAN, in addition to the above percentages, the value associated with any specific custom work performed by ARTISAN or its agents including but not limited to music/narration tape production, sponsor logos and/or the costs of all special equipment purchased specifically for the use in this production, including but not limited to all applicable taxes and shipping charges.

7) ARTISAN reserves the ownership rights and trade names that are used in or is a product of the pyrotechnic production to be performed. Any reproduction by sound, video or other duplication or recording process without the express written permission of ARTISAN is prohibited.

8) ARTISAN agrees to furnish insurance coverage in connection with the Production only, for the following risks and amounts: bodily injury and property damage, FIVE MILLION DOLLARS (\$5,000,000) combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of ARTISAN in performing the Production provided for in this Agreement. Such insurance afforded by ARTISAN shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of PURCHASER, including through or by its employees, agents and/or independent contractors, to perform its obligations under this Agreement, including, without limitation, those contained in Paragraph 3 of this Agreement; B) Failure of the PURCHASER to provide discretionary Spectator and Parking Areas referred to in Paragraph 3 of this Agreement. Only to the extent allowed by law, PURCHASER shall indemnify and hold ARTISAN harmless from all claims and suits made against ARTISAN for bodily injury or property damage arising from A) and B) of this Paragraph, and for any and all willful, wanton or negligent acts of PURCHASER, its employees, agents or independent contractors.

9) Should PURCHASER fail to pay ARTISAN any fees, costs or expenses to which ARTISAN is entitled under the terms of this agreement, PURCHASER shall pay to ARTISAN, in addition to any other relief to which ARTISAN may be entitled, all costs of collection, including but not limited to attorney fees in the minimum amount of 25% of the balance due, court costs and judicial interest from the date of written demand to date of full payment.

10) PURCHASER shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special, and/or punitive damages from ARTISAN including, without limitation, loss of income, business or profits. Nothing in this paragraph shall be construed as a modification or limitation of the insurance coverage afforded in Paragraph 8 above.

11) It is agreed nothing in this Agreement or in ARTISAN performance of the production provided for herein shall be construed as forming a partnership or joint venture between PURCHASER and ARTISAN. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein.

12) This Agreement shall be governed and interpreted under the laws of the State of Mississippi.

13) Any Notice to the parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, **First** class, addressed as follows:

ARTISAN- **Artisan Pyrotechnics, Inc., P.O. Box 250, Wiggins, Mississippi 39577.**

PURCHASER – **The City of Gulfport / Mayor Billy Hewes, P. O. Box 1780, Gulfport, MS 39580**

14) All terms of this Agreement are in writing and may only be modified by written agreement of both parties hereto. The parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement, subject only to any written modifications signed by the parties hereto.

15) If there is more than one PURCHASER, they shall be jointly and severally be responsible to perform PURCHASER'S obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by PURCHASER and after it is executed by ARTISAN at ARTISAN offices in Wiggins, Mississippi. This Agreement may be executed in several counter parts, including taxed copies, each one of which shall be deemed an original against the party executing same. This Agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators and assigns. PURCHASER agrees and acknowledges that because of the nature of fireworks, an industry accepted level of 3% of the product used in any production may not function as designed and this level of nonperformance is acceptable as full performance.

In Witness Whereof the parties hereto, by and through their duly authorized agents, have set their hands and seals this **25th** day of **January** **2019.**

_____, Title President.
ARTISAN PYROTECHNICS, INC.

_____, Title _____.
PURCHASER

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council
From: Connie Debenport, Purchasing Manager
Date: January 15, 2019
Re: Fireworks Display
Department of Leisure Services -

On November 26, 2018, the Purchasing Office sent Invitations to Bid to seven (7) firms for the 2019 Fire Works Display with a due date of December 14, 2018; there were no bids received.

On December 17, 2018, the Purchasing Office again sent Invitations to Bid the 2019 Fire Works Display with a due date of December 27, 2018; we received only one (1) response from Artisan Pyrotechnics and the response is within budget. With only one (1) bid being received, we again requested quotes with a due date of January 11, 2019, and again we only received one (1) quote from Artisan Pyrotechnics.

Request permission to issue a Purchase Order to Artisan Pyrotechnics, Inc. in the amount of \$15,951.00 for Fire Works Display on July 4, 2019. Please note that Artisan Pyrotechnics has been providing this service to the City of Gulfport since 2006.

Thank you for your consideration.

AC

Mary Collins

From: Mary Collins
Sent: Monday, November 26, 2018 2:30 PM
To: Mary Collins
Subject: FW: 4th of July Celebrations
Attachments: fireworks 2019.pdf

*Thank,
Mary Collins
Procurement Specialist
228-868-5705 EXT 6544
228-868-5704 Fax
mcollins@gulfport-ms.gov*

From: Mary Collins
Sent: Monday, November 26, 2018 1:22 PM
To: 'dspear@afxpro.com' <dspear@afxpro.com>; 'funger@afxpro.com' <funger@afxpro.com>; Erick Bertrand (ebertrand@pyrotecnico.com) <ebertrand@pyrotecnico.com>; jeske@pyrotechnico.com; jack@artisanpyro.com; Reta@artisan (rscott@artisanpyro.com) <rscott@artisanpyro.com>; Charles McKinley (charlesm@jandmdisplays.com) <charlesm@jandmdisplays.com>
Cc: Mary Collins <mcollins@gulfport-ms.gov>; Brittany Dyess <bdyess@gulfport-ms.gov>
Subject: 4th of July Celebrations

Please see attached specifications for July 4, 2019, celebrations. If your company is interested in providing a bid please do so on or before December 14, 2018. If you have any questions, please call or email me via the information below.

*Thank,
Mary Collins
Procurement Specialist
228-868-5705 EXT 6544
228-868-5704 Fax
mcollins@gulfport-ms.gov*

No Bids Received - sent to 7 firms

A1

Mary Collins

From: Mary Collins
Sent: Monday, November 26, 2018 2:30 PM
To: Mary Collins
Subject: FW: 4th of July Celebrations
Attachments: fireworks 2019.pdf

*Thank,
Mary Collins
Procurement Specialist
228-868-5705 EXT 6544
228-868-5704 Fax
mcollins@gulfport-ms.gov*

From: Mary Collins
Sent: Monday, November 26, 2018 1:27 PM
To: 'cliberatore@pyrotecnico.com' <cliberatore@pyrotecnico.com>; 'janetta@wilddragonfireworks.com' <janetta@wilddragonfireworks.com>
Subject: FW: 4th of July Celebrations

Subject: 4th of July Celebrations

Please see attached specifications for July 4, 2019, celebrations. If your company is interested in providing a bid please do so on or before December 14, 2018. If you have any questions, please call or email me via the information below.

*Thank,
Mary Collins
Procurement Specialist
228-868-5705 EXT 6544
228-868-5704 Fax
mcollins@gulfport-ms.gov*

#2

Mary Collins

From: Mary Collins
Sent: Monday, December 17, 2018 4:04 PM
To: 'dspear@afxpro.com'; 'ebertrand@pyrotecnico.com'; 'jeskew@pyrotechnico.com'; 'jack@artisanpyro.com'; 'rscott@artisanpyro.com'; Charles McKinley (charlesm@jandmdisplays.com); 'JJohnson@afxpro.com'
Cc: Mary Collins; Brittany Dyess
Subject: FW: 4th of July Celebrations
Attachments: fireworks2.pdf

Please see attached specifications for July 4, 2019, celebrations. If your company is interested in providing a bid please do so on or before December 27, 2018. If you have any questions, please call or email me via the information below.

Thank,
Mary Collins
Procurement Specialist
228-868-5705 EXT 6544
228-868-5704 Fax
mcollins@gulfport-ms.gov

1 Bid Received

CITY OF GULFPORT BID SPECIFICATIONS FORM
Provide Fireworks & Display for Independence Day Celebration
Bert Jones Yacht Basin

The City of Gulfport is seeking bids to provide fireworks and display for the Independence Day Celebration on Wednesday, July 4, 2019, 8:45 pm at Moses Pier.

Please provide a quote for the below mentioned item(s). All quotes must be submitted on this form.

- Bids are due by December 27, 2018 @ 10:00 am. Bids may be faxed to 228-868-5704 or emailed to mcollins@gulfport-ms.gov.
- City of Gulfport reserves the right to accept or reject any or all bids and to waive technicalities if deemed to be in the best interest of the City of Gulfport. Bids are awarded by the lowest and best bid submitted.

Description	QTY		
TOTAL DISPLAY SHELLS	1054		
TOTAL DISPLAY EFFECTS	2587		

Program Cost \$ 15,951.00

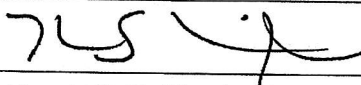
The City of Gulfport's 4th of July Fireworks Display will be held on Thursday, July 4, 2019. The fireworks will be shot off of Moses Jetty at 8:45pm.

Criteria to include:

- All Federal, State and Local Permits
- Equipment, experienced and licensed firework technician
- Liability insurance coverage, naming the City of Gulfport as additionally insured in the amount of \$5 million

-Setup of fireworks displays and breakdown and cleanup of firework display

VENDOR INFORMATION

Date	12/26/2018
Company/Firm Name	Artisan Pyrotechnics, Inc.
Authorized Representative-sign	
Authorized Representative-print	Kenneth E. Manis, Jr
Phone Number	601-928-9454
Fax Number	601-928-9552
Email	jack@artisanpyro.com

#3

Mary Collins

From: Mary Collins
Sent: Thursday, December 27, 2018 4:04 PM
To: jack@artisanpyro.com; bigpopfireworks@gmail.com; 'randybast@bellsouth.net'; 'rscott@artisanpyro.com'; 'Charles McKinley (charlesm@jandmdisplays.com)'; 'JJohnson@afxpro.com'
Cc: Brittany Dyess; Mary Collins
Subject: July 4, 2019
Attachments: BidSpecificationsForm(Mary).pdf

Due to only receiving 1 quote by the 10:00 deadline, the request time had to be extended. The new deadline is 10:00 a.m. January 11, 2019.

Thank you very much for your anticipated quote.

Thank,
Mary Collins
Procurement Specialist
228-868-5705 EXT 6544
228-868-5704 Fax
mcollins@gulfport-ms.gov

Your message is ready to be sent with the following file or link attachments:

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

One bid received

Mary Collins

From: Mary Collins
Sent: Thursday, December 27, 2018 4:06 PM
To: 'randybast@bellsouth.net'
Subject: FW: July 4, 2019
Attachments: BidSpecificationsForm(Mary).pdf

Due to only receiving 1 quote by the 10:00 deadline, the request time had to be extended. The new deadline is 10:00 a.m. January 11, 2019.

Thank you very much for your anticipated quote.

Thank,
Mary Collins
Procurement Specialist
228-868-5705 EXT 6544
228-868-5704 Fax
mcollins@gulfport-ms.gov

Your message is ready to be sent with the following file or link attachments:

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

CITY OF GULFPORT BID SPECIFICATIONS FORM
Provide Fireworks & Display for Independence Day Celebration
Bert Jones Yacht Basin

The City of Gulfport is seeking bids to provide fireworks and display for the Independence Day Celebration on Wednesday, July 4, 2019, 8:45 pm at Moses Pier.

Please provide a quote for the below mentioned item(s). All quotes must be submitted on this form.

- Bids are due by January 11, 2019 @ 10:00 am. Bids may be faxed to 228-868-5704 or emailed to mcollins@gulfport-ms.gov.
- City of Gulfport reserves the right to accept or reject any or all bids and to waive technicalities if deemed to be in the best interest of the City of Gulfport. Bids are awarded by the lowest and best bid submitted.

Description	QTY		
TOTAL DISPLAY SHELLS	1054		
TOTAL DISPLAY EFFECTS	2587		

Program Cost \$ 15951.00

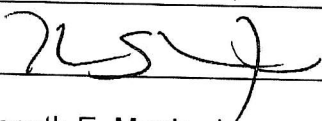
The City of Gulfport's 4th of July Fireworks Display will be held on Thursday, July 4, 2019. The fireworks will be shot off of Moses Jetty at 8:45pm.

Criteria to include:

- All Federal, State and Local Permits
- Equipment, experienced and licensed firework technician
- Liability insurance coverage, naming the City of Gulfport as additionally insured in the amount of \$5 million

-Setup of fireworks displays and breakdown and cleanup of firework display

VENDOR INFORMATION

Date	1/10/2019
Company/Firm Name	Artisan Pyrotechnics, Inc.
Authorized Representative-sign	
Authorized Representative-print	Kenneth E. Manis, Jr.
Phone Number	601-928-9454
Fax Number	601-928-9552
Email	jack@artisanpyro.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2019

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

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

PRODUCER
Ryder Rosacker McCue & Huston (MGD by Hull & Compa
509 W Koenig St
Grand Island NE 68802

CONTACT
NAME: Kristy WolfePHONE
(A/C, No, Ext): 3083822330FAX
(A/C, No):E-MAIL
ADDRESS: kwolfe@ryderinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : SCOTTSDALE INS CO

41297

INSURER B : NATIONAL CAS CO

11991

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
Artisan Pyrotechnics Inc
PO Box 250
Wiggins MS 39577

COVERAGES

CERTIFICATE NUMBER: 1797358100

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			CPS2850224	1/20/2019	1/20/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ Pollution			ZBO0001191	1/20/2019	1/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			CXS0013526	1/20/2019	1/20/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Blanket Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement to GL and Excess policies only.

Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.

The City of Gulfport and the State of Mississippi for their Independence Celebration Fireworks Display at Moses Jetty on July 4, 2019.

CERTIFICATE HOLDER**CANCELLATION**

City of Gulfport
PO Box 1780
Gulfport MS 39577

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

AUTHORIZED REPRESENTATIVE



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
Engineering

Date: 01/30/2019

Subject: Resolution - approving Contract with F & F Construction, Inc. for Downtown Streetscape Improvements Project - Phase III-B, authorizing the Mayor to execute said Contract 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 _____, 2019, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AWARD TO F&F CONSTRUCTION, INC., FOR THE DOWNTOWN STREETScape IMPROVEMENTS PROJECT – PHASE III-B PROJECT, TO APPROVE CONTRACT BETWEEN THE CITY OF GULFPORT AND F&F CONSTRUCTION, INC., TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the city desires to undertake a project for demolition of existing pavements, construction of new sidewalks, new street lighting, irrigation and landscaping in the area of 14th Street south to Highway 90 between 21st Avenue to 23rd Avenue, near the Aquarium site; and

WHEREAS, pursuant to authority of this City Council, the City solicited bids for the Downtown Streetscape Improvements Project – Phase III-B and received bids from five (5) contractors; and

WHEREAS, the lowest and best bid of the eight (8) bids received was from J&J Construction, Inc., of Saucier, Mississippi, in the amount of \$370,110.12, as recommended by Kris Riemann, P.E., City Engineer, contingent on the approval of the Mississippi Development Authority, as set forth in Exhibit “A” hereto; and

WHEREAS, the Council finds it is in the best interest of the City to award the contract for the Downtown Streetscape Improvements Project – Phase III-B to J&J Construction, Inc., and to approve a contract with J&J Construction, Inc., concerning the same (see Exhibit “A” attached hereto).

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

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

SECTION 2. That the award of the contract for construction services to J&J Construction, Inc. be and the same is hereby approved, contingent upon the approval of the Mississippi Development Authority; and the proposed Contract between J&J Construction, Inc., and the City of Gulfport be and it is hereby approved, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2019.

(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 _____, 2019.

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council
From: Connie Dehenport, CPPB
Date: January 23, 2019
Re: Downtown Streetscape Improvements - Phase III-B
Bids Received 01-24-2019

On January 24, 2019, we received eight (8) bids for the above referenced project. Submittals were scanned and sent to MDA for review. See attached letters from Kris Riemann, Engineering Director and Kevin Mullen, Engineer of Record with BMA, wherein they are recommending approval of the lowest and best bid as submitted by F & F Construction, Inc. of Saucier, MS in the amount of \$370,110.12; this bid is considered to be responsive to all bid document requirements.

Although ACAD, LLC and Smith Contracting submitted lower bid amounts, neither submitted sufficient Section 3 information as required by HUD.

It is my recommendation to approve the recommendation contingent upon MDA final approval. Thank you for your consideration.

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Wayne Miller, Public Works

Linda Elias, Finance

Karen McCarty, Grants Manager

From: Kris Riemann, P.E.



Date: 1/29/19

Re: Recommendation to Award Contract

- Downtown Streetscape Improvements Project, Phase III-B

On January 24, 2019, bids were received for the above referenced project. Eight (8) bids were received. Attached is a copy of the bid tabulation. All of the bids are being sent to MDA in order to review the Section 3 information and to make a recommendation. The lowest bid received was from ACAD, LLC. and the second lowest was from Smith Contracting Co. LLC both of which had insufficient Section 3 Information according to the City's preliminary review by Karen McCarty, Grants Compliance Manager. The third lowest bidder F & F Construction, Inc. of Saucier, MS, in the amount of \$370,110.12 and this bid is considered responsive to all bid document requirements.

The project includes demolition of existing pavements, construction of new sidewalks, new street lighting, irrigation and landscaping in the area of 14th Street south to Highway 90 between 21st Avenue to 23rd Avenue near the Aquarium Site.

The project is funded 100% by Community Development Block Grant Funds through the Mississippi Development Authority. The contract time is 90 calendar days.

I recommend approval of the contract to F & F Construction, Inc. contingent on the approval of the Mississippi Development Authority.

Please place this item on the February 5, 2019 Council Agenda.

Attachments: 1. Kevin Mullen, P.E., letter dated January 28, 2019
 2. Bid Tabulation
 3. Contract

January 28, 2019

Mr. Kris Riemann, P.E., Director
Gulfport Engineering Department
4050 Hewes Avenue
Gulfport, MS 39507

**RE: Downtown Streetscape Improvements Project, Phase III-B
Gulfport, Mississippi**

Dear Mr. Riemann:

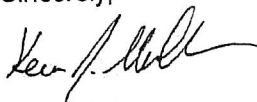
As you know, bids were received on January 24, 2019 for the above referenced project. A total of 8 bids were received. We have prepared and enclosed a bid tabulation for your review.

It is our understanding that in a preliminary review by the City of the necessary Section 3 information submitted with the bids, that the apparent lowest two bidders (ACAD, LLC and Smith Contracting Co., LLC) had insufficient Section 3 information which deems their bids to be non-responsive. A final review of the bids by MDA is pending.

Therefore, subject to MDA's review and approval, your attorney's review, and the submission of the proper bonds and insurance by the Contractor, we are hereby recommend award of the contract to F&F Construction, Inc. (the apparent lowest and best bidder) in the amount of \$370,110.12.

If you should have any questions or comments relative to this matter, please do not hesitate to contact us at (228) 864-7612.

Sincerely,



Kevin Mullen, P.E.
Project Engineer

Enclosure

Cc: Ms. Karen McCarty – City of Gulfport
Ms. Connie Debenport – City of Gulfport

DOWNTOWN STREETScape IMPROVEMENTS PROJECT, PHASE III-B
CITY OF GULFPORT, MISSISSIPPI

CONTRACTOR'S BID TABULATION
BIDS RECEIVED JANUARY 24, 2019 UNTIL 10:00 A.M., LOCAL TIME
BY THE CITY OF GULFPORT PROCUREMENT DEPARTMENT.
1410 24th AVENUE, GULFPORT, MS 39501

CERTIFICATE OF RESPONSIBILITY
APPENDIX RECEIVED AND ACKNOWLEDGED
RESPONSIVE TO SECTION 3 REQUIREMENTS PER MDA

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	ACAD, LLC 619 HILLSIDE DRIVE BILOXI, MS 39532 20916-MC YES TBD	SMITH CONTRACTING CO., LLC 2606 17TH AVENUE GULFPORT, MS 39501 18511-MC YES TBD	F & F CONSTRUCTION, INC. 21525 BLACKWELL FARM RD. SAUCIER, MS 39574 11070-MC YES TBD	JLB CONTRACTORS, LLC 21294 JOHNSON ROAD LONG BEACH, MS 39560 21884-MC YES TBD
BASE BID:									
01505-A	MOBILIZATION	1	LS	\$20,000.00	\$20,000.00	\$36,000.00	\$17,400.00	\$19,425.00	\$35,000.00
01505-B	PRE-CONSTRUCTION VIDEO	1	LS	\$1,000.00	\$1,000.00	\$350.00	\$1,380.00	\$480.00	\$1,500.00
01505-C	POST-CONSTRUCTION VIDEO	1	LS	\$1,000.00	\$1,000.00	\$350.00	\$1,380.00	\$480.00	\$1,500.00
01720-A	CONSTRUCTION LAYOUT	1	LS	\$1,200.00	\$1,200.00	\$6,000.00	\$2,800.00	\$12,000.00	\$10,000.00
02050-A	REMOVAL OF PAVEMENT (ALL TYPES & SIZES)	1,400	SY	\$8.00	\$11,200.00	\$7.00	\$9,800.00	\$5.00	\$5,600.00
02050-B	REMOVAL OF MISCELLANEOUS CONCRETE STRUCTURES	20	CY	\$30.00	\$600.00	\$15.00	\$300.00	\$100.00	\$1,000.00
02050-C	REMOVAL OF OBSTRUCTIONS	20	CY (LYM)	\$25.00	\$500.00	\$30.00	\$600.00	\$100.00	\$1,000.00
02050-D	REMOVAL OF CURBS AND/OR GUTTERS	220	LF (FM)	\$5.00	\$1,100.00	\$8.00	\$1,760.00	\$10.00	\$2,200.00
02050-E	REMOVAL OF TREES	25	EA	\$900.00	\$22,500.00	\$92.00	\$2,300.00	\$250.00	\$6,250.00
02050-F	REMOVAL OF EXISTING STRIPING	90	LF	\$4.00	\$360.00	\$3.00	\$270.00	\$4.00	\$360.00
02051-A	SAWCUTTING OF PAVED SURFACES (ALL DEPTHS)	335	LF	\$7.50	\$2,512.50	\$4.25	\$1,423.75	\$10.00	\$3,350.00
02221-A	SELECT BEDDING MATERIAL	50	CY (FM)	\$14.00	\$700.00	\$13.75	\$687.50	\$127.00	\$6,350.00
02221-B	SELECT FOUNDATION MATERIAL	50	CY (FM)	\$50.00	\$2,500.00	\$70.00	\$3,500.00	\$127.00	\$6,350.00
02227-A	CLEAN SAND	100	CY (FM)	\$15.00	\$1,500.00	\$15.75	\$1,575.00	\$30.00	\$3,000.00
02227-B	SANDY CLAY	100	CY (FM)	\$12.00	\$1,200.00	\$13.75	\$1,375.00	\$30.00	\$3,000.00
02234-A	NO. 610 LIMESTONE BASE COURSE (ALL THICKNESSES)	50	CY	\$75.00	\$3,750.00	\$70.00	\$3,500.00	\$127.00	\$6,350.00
02234-B	STONE CONSTRUCTION ENTRANCE	120	SY	\$25.00	\$3,000.00	\$16.00	\$1,920.00	\$26.00	\$3,120.00
02295-A	SILT FENCE	500	LF	\$2.50	\$1,250.00	\$3.50	\$1,750.00	\$4.25	\$2,125.00
02295-B	STRAW WATTLES	200	LF	\$5.00	\$1,000.00	\$3.00	\$600.00	\$5.25	\$1,050.00
02295-C	INLET PROTECTION	10	EA	\$110.00	\$1,100.00	\$125.00	\$1,250.00	\$150.00	\$1,500.00
02512-A	ASPHALT REPAIR (3")	20	SY	\$30.00	\$600.00	\$50.00	\$1,000.00	\$100.00	\$2,000.00

DOWNTOWN STREETSCAPE IMPROVEMENTS PROJECT, PHASE III-B
CITY OF GULFPORT, MISSISSIPPI

CONTRACTOR'S BID TABULATION
BIDS RECEIVED JANUARY 24, 2019 UNTIL 10:00 A.M., LOCAL TIME
BY THE CITY OF GULFPORT PROCUREMENT DEPARTMENT,
1410 24th AVENUE, GULFPORT, MS 39501

CERTIFICATE OF RESPONSIBILITY
ADDENDUM RECEIVED AND ACKNOWLEDGED
RESPONSIVE TO SECTION 3 REQUIREMENTS PER MIDA

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	ENGINEER'S ESTIMATE	ACAD, LLC 619 HILLSIDE DRIVE BILOXI, MS 39532 20916-MC YES TBD	SMITH CONTRACTING CO., LLC 2606 17TH AVENUE GULFPORT, MS 39501 18511-MC YES TBD	F & F CONSTRUCTION, INC. 21525 BLACKWELL FARM RD. SAUCIER, MS 39574 11070-MC YES TBD	JLB CONTRACTORS, LLC 21294 JOHNSON ROAD LONG BEACH, MS 39560 21884-MC YES TBD
BASE BID:										
02519-A	CONCRETE PAVERS	130	SY	\$150.00	\$19,500.00					
02520-A	NON-REINFORCED CONCRETE PAVEMENT, 7" THICK	115	SY	\$78.00	\$8,970.00					
02521-A	FREE STANDING HEADER CURB	715	LF	\$26.00	\$18,590.00					
02521-B	CONCRETE FLUME & GRATE	12	LF	\$40.00	\$480.00					
02522-A	CONCRETE SIDEWALK	895	SY	\$50.00	\$44,750.00					
02522-B	CONCRETE RIBBON (12" WIDE)	1,060	LF	\$7.00	\$7,420.00					
02522-C	DETECTABLE / TACTILE WARNING SURFACE TILES (SURFACE APPLIED)	95	SF	\$20.00	\$1,900.00					
02523-A	ADJUSTMENT OF MANHOLE CASTINGS	2	EA	\$1,250.00	\$2,500.00					
02523-B	ADJUSTMENT OF VALVE BOXES	2	EA	\$750.00	\$1,500.00					
02523-C	ADJUSTMENT OF MISCELLANEOUS UTILITY BOXES	2	EA	\$750.00	\$1,500.00					
02523-D	ADJUSTMENT OF INLET GRATES	4	EA	\$1,000.00	\$4,000.00					
02523-E	ADJUSTMENT OF PULL BOXES	2	EA	\$500.00	\$1,000.00					
02523-F	ADJUSTMENT OF METER BOXES	4	EA	\$600.00	\$2,400.00					
02523-G	ADJUSTMENT OF SEWER CLEANOUTS	4	EA	\$300.00	\$1,200.00					
02805-A	VICTOR STANLEY, BRW-101 BIKE RACK	5	EA	\$1,500.00	\$7,500.00					
02805-B	6" VICTOR STANLEY, CR-138 BENCH	10	EA	\$3,000.00	\$30,000.00					
02805-C	VICTOR STANLEY, PRS-36 TRASH RECEPTACLE	7	EA	\$2,000.00	\$14,000.00					
02805-D	IRONSMITH, 6X6 STARBURST TREE GRATE	6	EA	\$4,500.00	\$27,000.00					
02805-A	MAINTENANCE OF TRAFFIC	1	LS	\$5,000.00	\$5,000.00					
02842-A	THERMOPLASTIC DETAIL (WHITE) (4")	1,700	LF	\$2.00	\$3,400.00					
02842-B	THERMOPLASTIC LEGEND (WHITE) (120 MIL)	470	SF	\$7.00	\$3,290.00					

DOWNTOWN STREETScape IMPROVEMENTS PROJECT, PHASE III-B
CITY OF GULFPORT, MISSISSIPPI

CONTRACTOR'S BID TABULATION
BIDS RECEIVED JANUARY 24, 2019 UNTIL 10:00 A.M. LOCAL TIME
BY THE CITY OF GULFPORT PROCUREMENT DEPARTMENT,
1410 24th AVENUE, GULFPORT, MS 39501

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RESPONSIVE TO SECTION 3 REQUIREMENTS PER MDA

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	ENGINEER'S ESTIMATE	ACAD, LLC 619 HILLSIDE DRIVE BILOXI, MS 39532 20916-MC YES TBD	SMITH CONTRACTING CO., LLC 2606 17TH AVENUE GULFPORT, MS 39501 18511-MC YES TBD	F & F CONSTRUCTION, INC. 21525 BLACKWELL FARM RD. SAUCIER, MS 39574 11070-MC YES TBD	JLB CONTRACTORS, LLC 21294 JOHNSON ROAD LONG BEACH, MS 39560 21884-MC YES TBD
BASE BID:										
02842-C	THERMOPLASTIC DETAIL (YELLOW) (4")	900	SF	\$2.00	\$1,800.00		\$1.50	\$1,350.00	\$2.00	\$1,800.00
05520-A	HANDRAILS	36	LF	\$70.00	\$2,520.00		\$45.00	\$1,620.00	\$165.00	\$5,940.00
32 84 00-A	IRRIGATION (REF. DRAWINGS)	1	LS	\$38,000.00	\$38,000.00		\$19,000.00	\$19,000.00	\$15,500.00	\$15,500.00
32 93 00-A	MEXICAN FAN PALM (15' HT.)	12	EA	\$689.00	\$8,268.00		\$1,200.00	\$14,400.00	\$700.00	\$8,400.00
32 93 00-B	BOSQUE ELM (65 GAL)	9	EA	\$605.00	\$5,445.00		\$1,035.00	\$9,315.00	\$575.00	\$5,175.00
32 93 00-C	CARRISSA HOLLY (3 GAL)	10	EA	\$25.00	\$250.00		\$30.00	\$300.00	\$22.00	\$220.00
32 93 00-D	DWARF FICUS (3 GAL)	20	EA	\$15.00	\$300.00		\$63.00	\$1,260.00	\$16.50	\$330.00
32 93 00-E	SAND CORN GRASS (1 GAL)	59	EA	\$6.00	\$354.00		\$28.00	\$1,652.00	\$11.00	\$649.00
32 93 00-F	CORAL DRIFT ROSE (3 GAL)	324	EA	\$15.00	\$4,860.00		\$28.00	\$9,072.00	\$25.00	\$8,100.00
32 93 00-G	DWARF PARSONS JUNIPER (3 GAL)	267	EA	\$15.00	\$4,005.00		\$29.00	\$7,743.00	\$14.50	\$3,871.50
32 93 00-H	BED PREPARATION MATERIAL	98	CY	\$45.00	\$4,410.00		\$45.00	\$4,410.00	\$55.00	\$5,390.00
32 93 00-I	PINE STRAW	4,557	SF	\$0.75	\$3,417.75		\$0.50	\$2,278.50	\$0.40	\$1,822.80
32 93 00-J	TOPSOIL (RED AREAS)	34	CY	\$38.00	\$1,292.00		\$35.00	\$1,190.00	\$99.50	\$3,383.00
32 93 00-K	DURAMULCH	48	SY	\$15.00	\$720.00		\$87.75	\$4,212.00	\$23.00	\$1,104.00
32 93 00-L	ROOT BARRIER	1	LS	\$3,500.00	\$3,500.00		\$4,600.00	\$4,600.00	\$3,000.00	\$3,000.00
32 93 00-M	LANDSCAPE MAINTENANCE - (REF SPECS)	1	LS	\$5,500.00	\$5,500.00		\$1,500.00	\$1,500.00	\$16,900.00	\$16,900.00
TOTAL BASE BID					\$369,735.25		\$338,403.75	\$365,933.30	\$70,110.12	\$409,042.95

DOWNTOWN STREETSCAPE IMPROVEMENTS PROJECT, PHASE III-B
CITY OF GULFPORT, MISSISSIPPI

CONTRACTOR'S BID TABULATION
BIDS RECEIVED JANUARY 8, 2019 UNTIL 10:00 A.M. LOCAL TIME
BY THE CITY OF GULFPORT PROCUREMENT DEPARTMENT.
1410 24th AVENUE, GULFPORT, MS 39501

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
BASE BIDS:											
01505-A	MOBILIZATION	1	LS	\$20,000.00	\$20,000.00	\$45,000.00	\$45,000.00	\$10,800.00	\$10,800.00	\$33,895.00	\$33,895.00
01505-B	PRE-CONSTRUCTION VIDEO	1	LS	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$255.00	\$255.00	\$1,315.00	\$1,315.00
01505-C	POST-CONSTRUCTION VIDEO	1	LS	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$255.00	\$255.00	\$1,315.00	\$1,315.00
01720-A	CONSTRUCTION LAYOUT	1	LS	\$1,200.00	\$1,200.00	\$9,680.00	\$9,680.00	\$12,700.00	\$12,700.00	\$6,600.00	\$6,600.00
02050-A	REMOVAL OF PAVEMENT (ALL TYPES & SIZES)	1,400	SY	\$8.00	\$11,200.00	\$22.00	\$30,800.00	\$13.00	\$18,200.00	\$13.50	\$18,900.00
02050-B	REMOVAL OF MISCELLANEOUS CONCRETE STRUCTURES	20	CY	\$50.00	\$600.00	\$50.00	\$1,000.00	\$19.00	\$380.00	\$40.00	\$800.00
02050-C	REMOVAL OF OBSTRUCTIONS	20	CY (LWS)	\$25.00	\$500.00	\$50.00	\$1,000.00	\$19.00	\$380.00	\$40.00	\$800.00
02050-D	REMOVAL OF CURBS AND/OR GUTTERS	220	LF (FM)	\$5.00	\$1,100.00	\$5.00	\$1,100.00	\$6.00	\$1,320.00	\$20.00	\$4,400.00
02050-E	REMOVAL OF TREES	25	EA	\$800.00	\$20,000.00	\$200.00	\$5,000.00	\$508.00	\$12,700.00	\$155.00	\$3,875.00
02050-F	REMOVAL OF EXISTING STRIPING	90	LF	\$4.00	\$360.00	\$2.00	\$180.00	\$4.00	\$360.00	\$4.50	\$405.00
02051-A	SAWCUTTING OF PAVED SURFACES (ALL DEPTHS)	335	LF	\$7.50	\$2,512.50	\$8.00	\$2,680.00	\$8.00	\$2,680.00	\$8.00	\$2,680.00
02221-A	SELECT BEDDING MATERIAL	50	CY (FM)	\$14.00	\$700.00	\$28.00	\$1,400.00	\$18.00	\$900.00	\$16.00	\$800.00
02221-B	SELECT FOUNDATION MATERIAL	50	CY (FM)	\$50.00	\$2,500.00	\$28.00	\$1,400.00	\$90.00	\$4,500.00	\$16.00	\$800.00
02227-A	CLEAN SAND	100	CY (FM)	\$15.00	\$1,500.00	\$28.00	\$2,800.00	\$18.00	\$1,800.00	\$16.00	\$1,600.00
02227-B	SANDY CLAY	100	CY (FM)	\$12.00	\$1,200.00	\$28.00	\$2,800.00	\$15.00	\$1,500.00	\$16.00	\$1,600.00
02234-A	NO. 610 LIMESTONE BASE COURSE (ALL THICKNESSES)	50	CY	\$75.00	\$3,750.00	\$110.00	\$5,500.00	\$90.00	\$4,500.00	\$65.00	\$3,250.00
02234-B	STONE CONSTRUCTION ENTRANCE	120	SY	\$25.00	\$3,000.00	\$25.00	\$3,000.00	\$48.00	\$5,760.00	\$16.00	\$1,920.00
02295-A	SILT FENCE	500	LF	\$2.50	\$1,250.00	\$3.00	\$1,500.00	\$5.00	\$2,500.00	\$5.00	\$2,500.00
02295-B	STRAW WATLES	200	LF	\$5.00	\$1,000.00	\$2.50	\$500.00	\$13.00	\$2,600.00	\$9.50	\$1,900.00
02295-C	INLET PROTECTION	10	EA	\$10.00	\$100.00	\$150.00	\$1,500.00	\$318.00	\$3,180.00	\$350.00	\$3,500.00
02512-A	ASPHALT REPAIR (3")	20	SY	\$50.00	\$600.00	\$300.00	\$6,000.00	\$76.00	\$1,520.00	\$650.00	\$13,000.00
02519-A	CONCRETE PAVERS	130	SY	\$150.00	\$19,500.00	\$150.00	\$19,500.00	\$180.00	\$23,400.00	\$240.00	\$31,200.00
02520-A	NON-REINFORCED CONCRETE PAVEMENT, 7" THICK	115	SY	\$78.00	\$8,970.00	\$65.00	\$7,475.00	\$76.00	\$8,740.00	\$115.00	\$13,225.00
CERTIFICATE OF RESPONSIBILITY APPENDIX RECEIVED AND ACKNOWLEDGED RESPONSIVE TO SECTION 3 REQUIREMENTS PER I.D.A.											
DRABCO CONSTRUCTION CORP. 622 PORTER AVE. STE. 101 OCEAN SPRINGS, MS 39564 SUDBILL, LA 70460 14220-MC YES TBD											
TWIN L CONSTRUCTION, INC. 1839 RUNNEMEDE ROAD PASS CHRISTIAN, MS 39571 OCEAN SPRINGS, MS 39564 08365-MC YES TBD											
DAVID RUSH CONST., LLC 1839 RUNNEMEDE ROAD PASS CHRISTIAN, MS 39571 14565-MC YES TBD											
ENGINEER'S ESTIMATE											
RUTICO CONSULTANTS INC. 38001 BROWNSVILLE ROAD SUDBILL, LA 70460 14220-MC YES TBD											

DOWNTOWN STREETSCAPE IMPROVEMENTS PROJECT, PHASE III-B
CITY OF GULFPORT, MISSISSIPPI

CONTRACTOR'S BID TABULATION
BIDS RECEIVED JANUARY 8, 2019 UNTIL 10:00 A.M., LOCAL TIME
BY THE CITY OF GULFPORT PROCUREMENT DEPARTMENT.
1410 24th AVENUE, GULFPORT, MS 39501

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE			DAVID RUSH CONST., LLC			TWIN L CONSTRUCTION, INC.			DRACE CONSTRUCTION CORP.			ROTCHLO CONSULTANTS INC.		
				UNIT PRICE	EXTENSION	EXTENSION	UNIT PRICE	EXTENSION	EXTENSION	UNIT PRICE	EXTENSION	EXTENSION	UNIT PRICE	EXTENSION	EXTENSION	UNIT PRICE	EXTENSION	EXTENSION
BASE BID																		
02521-A	FREE STANDING HEADER CURB	715	LF	\$26.00	\$18,590.00	\$25.00	\$17,875.00	\$28.00	\$20,020.00	\$30.00	\$21,450.00	\$35.30	\$25,239.50					
02521-B	CONCRETE FLUME & GRATE	42	LF	\$40.00	\$4,880.00	\$250.00	\$9,000.00	\$191.00	\$2,292.00	\$335.00	\$4,020.00	\$118.30	\$1,419.60					
02522-A	CONCRETE SIDEWALK	895	SY	\$50.00	\$44,750.00	\$44.00	\$39,380.00	\$76.00	\$68,020.00	\$64.00	\$57,280.00	\$73.70	\$65,961.50					
02522-B	CONCRETE RIBBON (12" WIDE)	1,060	LF	\$7.00	\$7,420.00	\$30.00	\$31,800.00	\$44.00	\$46,640.00	\$16.25	\$17,225.00	\$40.00	\$42,400.00					
02522-C	DETECTABLE / TACTILE WARNING SURFACE TILES (SURFACE APPLIED)	95	SF	\$20.00	\$1,900.00	\$20.00	\$1,900.00	\$35.00	\$3,325.00	\$46.00	\$4,370.00	\$24.90	\$2,365.50					
02523-A	ADJUSTMENT OF MANHOLE CASTINGS	2	EA	\$1,250.00	\$2,500.00	\$1,200.00	\$2,400.00	\$762.00	\$1,524.00	\$765.00	\$1,470.00	\$917.00	\$1,834.00					
02523-B	ADJUSTMENT OF VALVE BOXES	2	EA	\$750.00	\$1,500.00	\$350.00	\$700.00	\$381.00	\$762.00	\$900.00	\$900.00	\$468.00	\$936.00					
02523-C	ADJUSTMENT OF MISCELLANEOUS UTILITY BOXES	2	EA	\$750.00	\$1,500.00	\$550.00	\$1,100.00	\$1,061.00	\$2,122.00	\$400.00	\$800.00	\$588.00	\$1,176.00					
02523-D	ADJUSTMENT OF INLET GRATES	4	EA	\$1,000.00	\$4,000.00	\$800.00	\$3,200.00	\$572.00	\$2,288.00	\$750.00	\$3,000.00	\$987.00	\$3,948.00					
02523-E	ADJUSTMENT OF PULL BOXES	2	EA	\$500.00	\$1,000.00	\$475.00	\$950.00	\$572.00	\$1,144.00	\$900.00	\$900.00	\$458.00	\$916.00					
02523-F	ADJUSTMENT OF METER BOXES	4	EA	\$600.00	\$2,400.00	\$550.00	\$2,200.00	\$191.00	\$764.00	\$900.00	\$1,200.00	\$498.00	\$1,192.00					
02523-G	ADJUSTMENT OF SEWER CLEANOUTS	4	EA	\$300.00	\$1,200.00	\$250.00	\$1,000.00	\$445.00	\$1,780.00	\$270.00	\$1,080.00	\$498.00	\$1,192.00					
02805-A	VICTOR STANLEY, BRW-101 BIKE BACK	5	EA	\$1,500.00	\$7,500.00	\$1,100.00	\$5,500.00	\$540.00	\$2,700.00	\$550.00	\$3,250.00	\$750.00	\$3,750.00					
02805-B	6" VICTOR STANLEY, CR-338 BENCH	10	EA	\$9,000.00	\$90,000.00	\$9,500.00	\$95,000.00	\$3,430.00	\$34,300.00	\$3,384.00	\$33,840.00	\$3,664.00	\$36,640.00					
02805-C	VICTOR STANLEY, FRS-35 TRASH RECEPTACLE	7	EA	\$2,000.00	\$14,000.00	\$2,000.00	\$14,000.00	\$2,032.00	\$14,224.00	\$1,955.00	\$13,685.00	\$2,180.00	\$15,260.00					
02805-D	IRONSMTIH, 6x6 STARBUST TREE GRATE	6	EA	\$4,500.00	\$27,000.00	\$5,500.00	\$33,000.00	\$7,795.00	\$46,770.00	\$3,315.00	\$19,890.00	\$3,384.00	\$20,364.00					
02811-A	MAINTENANCE OF TRAFFIC	1	LS	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$27,951.00	\$27,951.00	\$20,100.00	\$20,100.00	\$12,455.00	\$12,455.00					
02842-A	THERMOPLASTIC DETAIL (WHITE) (4")	1,700	LF	\$2.00	\$3,400.00	\$4.50	\$7,650.00	\$2.50	\$4,250.00	\$2.25	\$3,825.00	\$1.30	\$2,210.00					
02842-B	THERMOPLASTIC LEGEND (WHITE) (120 MIL)	470	SF	\$7.00	\$3,290.00	\$10.00	\$4,700.00	\$10.00	\$4,700.00	\$22.00	\$10,340.00	\$13.60	\$6,392.00					
02842-C	THERMOPLASTIC DETAIL (YELLOW) (4")	900	SF	\$2.00	\$1,800.00	\$4.50	\$4,050.00	\$3.00	\$2,700.00	\$2.25	\$2,025.00	\$1.30	\$1,170.00					
05520-A	HANDRAILS	36	LF	\$70.00	\$2,520.00	\$125.00	\$4,500.00	\$267.00	\$9,612.00	\$211.00	\$7,596.00	\$975.00	\$13,500.00					
32 84.00-A	IRRIGATION (REF. DRAWINGS)	1	LS	\$38,000.00	\$38,000.00	\$18,000.00	\$18,000.00	\$23,631.00	\$23,631.00	\$41,699.00	\$41,699.00	\$42,395.00	\$42,395.00					
32 93.00-A	MEXICAN FAN PALM (15' HT.)	12	EA	\$689.00	\$8,268.00	\$760.00	\$9,120.00	\$700.00	\$8,400.00	\$645.00	\$7,740.00	\$1,261.00	\$15,132.00					

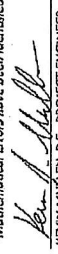
DOWNTOWN STREETSCAPE IMPROVEMENTS PROJECT, PHASE III-B
CITY OF GULFPORT, MISSISSIPPI

CONTRACTOR'S BID TABULATION
BIDS RECEIVED JANUARY 8, 2019 UNTIL 10:00 A.M., LOCAL TIME
BY THE CITY OF GULFPORT PROCUREMENT DEPARTMENT.
1410 24th AVENUE, GULFPORT, MS 39501

CERTIFICATE OF RESPONSIBILITY
ADDENDUM RECEIVED AND ACKNOWLEDGED
RESPONSIVE TO SECTION 3 REQUIREMENTS PER MDA

CERTIFICATE OF RESPONSIBILITY ADDENDUM RECEIVED AND ACKNOWLEDGED RESPONSIVE TO SECTION 3 REQUIREMENTS PER MDA													
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
BASE BID:													
32.93.00-B	BOSQUE ELM (65 GAL)	9	EA	\$605.00	\$5,445.00	\$1,415.00	\$12,735.00	\$572.00	\$5,148.00	\$1,200.00	\$10,800.00	\$1,700.00	\$15,300.00
32.93.00-C	CARRISSA HOLLY (3 GAL)	10	EA	\$25.00	\$250.00	\$25.00	\$250.00	\$32.00	\$320.00	\$22.00	\$220.00	\$15.10	\$151.00
32.93.00-D	DWARF FAKAHATCHEE GRASS (3 GAL)	20	EA	\$16.00	\$320.00	\$25.00	\$520.00	\$32.00	\$640.00	\$22.00	\$440.00	\$15.10	\$302.00
32.93.00-E	SAND CORNGRASS (1 GAL)	59	EA	\$6.00	\$354.00	\$9.50	\$560.50	\$19.00	\$1,121.00	\$8.00	\$472.00	\$13.00	\$767.00
32.93.00-F	CORAL DRIFT ROSE (3 GAL)	324	EA	\$16.00	\$5,184.00	\$34.00	\$11,016.00	\$35.00	\$11,664.00	\$28.50	\$9,234.00	\$24.90	\$8,067.60
32.93.00-G	DWARF PARSONS JUNIPER (3GAL)	267	EA	\$16.00	\$4,272.00	\$25.00	\$6,675.00	\$16.00	\$4,272.00	\$22.00	\$5,874.00	\$15.10	\$4,031.70
32.93.00-H	BED PREPARATION MATERIAL	98	CY	\$45.00	\$4,410.00	\$38.00	\$3,822.00	\$44.00	\$4,312.00	\$33.00	\$3,234.00	\$71.60	\$7,016.80
32.93.00-I	PINE STRAW	4,557	SF	\$0.75	\$3,417.75	\$0.20	\$911.40	\$0.32	\$1,458.24	\$0.17	\$774.69	\$0.30	\$1,367.10
32.93.00-J	TOPSOIL (BED AREAS)	34	CY	\$38.00	\$1,292.00	\$37.50	\$1,275.00	\$32.00	\$1,088.00	\$32.00	\$1,088.00	\$44.00	\$1,496.00
32.93.00-K	DURAMULCH	48	SY	\$15.00	\$720.00	\$62.00	\$2,976.00	\$57.00	\$2,736.00	\$38.00	\$2,544.00	\$7.00	\$336.00
32.93.00-L	ROOT BARRIER	1	LS	\$3,500.00	\$3,500.00	\$4,600.00	\$4,600.00	\$667.00	\$667.00	\$3,900.00	\$3,900.00	\$3,508.40	\$3,508.40
32.93.00-M	LANDSCAPE MAINTENANCE - (REF SPECS)	1	LS	\$5,500.00	\$5,500.00	\$1,040.00	\$1,040.00	\$5,717.00	\$5,717.00	\$1,200.00	\$1,200.00	\$1,064.00	\$1,064.00
TOTAL BASE BID					\$369,735.25		\$438,430.90		\$459,040.24		\$465,795.69		\$478,990.20

*Mathematical Errors have been identified and/or corrected.


KEVIN MULLEN, P.E., PROJECT ENGINEER
BROWN, MITCHELL & ALEXANDER, INC.

actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$350.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$350.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the ____ day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. Projects with a Contract total amount of less than \$250,000 and no subcontractor:
 - i. Ninety percent (90%) of Work completed (with the balance being retainage).
 - ii. Ninety percent (90%) (with the balance being retainage) of material and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in Paragraph 15.01 of the General Conditions).
 - b. On projects in which the total Contract Price is \$250,000 or greater or on any Contract with a subcontractor, regardless of amount; 5% shall be retained until the work is at least 50% complete, on schedule and satisfactory in the Engineer's opinion, 50% of the retainage held to date shall be returned to the Prime Contractor for distribution to the appropriate subcontractors and suppliers. After 50% completion, projects of this magnitude shall have a 2.5% retainage provided that the project is on schedule and satisfactory in the Engineer's opinion.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 6% per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as Indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).

2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds.
 - a. [] (pages [] to [], inclusive).
5. General Conditions (pages 1 to 65, inclusive).
6. Supplementary Conditions (pages 1 to [], inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of [] sheets with each sheet bearing the following general title: Downtown Streetscape Improvements Project Phase III-B.
9. Addenda (numbers [] to [], inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to [], inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

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

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

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

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions – Not Applicable*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary General Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

CITY OF GULFPORT

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

P.O. BOX 1780

GULFPORT, MS 39502

License No.: _____

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Leisure Services

Date: 01/30/2019

Subject: Resolution - approving Non-Exclusive License Agreement with South Mississippi Farmer's Market Association, Inc., 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 _____, 2019, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE NON-EXCLUSIVE LICENSE AGREEMENT WITH SOUTH MISSISSIPPI FARMER'S MARKET ASSOCIATION, INC., AND TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, in an effort to improve the quality of life for its citizens, desires to operate two (2) seasonal farmers markets, one at Jones Park and the other at the Lyman Community Center; and

WHEREAS, "producer only" Farmer's Markets will offer to sale only that food and those plants grown and raised within a 100 mile radius of the market and sold at the market by the grower/producer; and

WHEREAS, to accomplish its goal of a "producer only" Farmer's Market, the City of Gulfport desires to enter into a non-exclusive License Agreement with South Mississippi Farmer's Market Association, Inc., to manage a "producer only" Farmer's Market in/at the City's Barksdale Pavilion and at the Lyman Community Center, and a proposed non-exclusive License Agreement is attached hereto for your review and consideration.

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

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

Section 2. That the proposed non-exclusive License Agreement between the City of Gulfport and the South Mississippi Farmer's Market Association, Inc., in substantially the form attached hereto as Exhibit "A" be and the same is hereby approved and the Mayor be, and he is hereby, authorized to execute the same on behalf of the City of Gulfport.

Section 3. That this Resolution 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 _____, 2019.

(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 _____, 2019.

APPROVED:

MAYOR

LICENSE AGREEMENT FOR OPERATION OF A FARMERS MARKET

This License Agreement (“Agreement”) is made effective _____, by and between the **CITY OF GULFPORT**, a municipal corporation organized under the laws of Mississippi, with a principal address of P.O. Box 1780, Gulfport, MS 39502, (hereinafter “City”) and **SOUTH MISSISSIPPI FARMERS MARKET ASSOCIATION, INC.**, a nonprofit corporation organized under the laws of Mississippi with a principal office at P.O. Box 689, Long Beach, MS, 39560 (hereinafter “Manager”).

WHEREAS, the City owns real property commonly known as Jones Park in the Gulfport Harbor, Gulfport, Mississippi; and

WHEREAS, the City owns real property commonly known as the Lyman Community Center in the City of Gulfport, Mississippi;

WHEREAS, the City desires to have a farmers market operate in an area of Jones Park, as shown on **Exhibit A** attached hereto, and a farmers market operate in the area of the Lyman Community Center, as shown on **Exhibit B** attached hereto, subject to the terms and conditions of this License Agreement, for the public purpose of providing for sale in the community, nutritious, fresh, seasonal, locally produced food products; and

WHEREAS, the Manager has the experience and ability to provide such farmers markets and desires to enter onto the Jones Park area and the Lyman Community Center property for the purposes of operating public farmers markets in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, the parties, for the mutual considerations contained herein, agree to the following:

1. GRANT OF NON-EXCLUSIVE LICENSE

- A. Subject to the terms and conditions set forth in this Agreement, the City grants to the Manager a non-exclusive license to enter onto the premises to operate seasonal (March-November, vendor and weather permitting) farmers markets.
- B. The Manager agrees that only the Manager shall operate the Farmers Markets. The Manager shall arrange for market vendors qualified by the Manager (“Vendors”) to set up stalls to offer farm produce and other food products (“stalls”) in accordance with the terms and conditions of this Agreement.
- C. Right of Refusal. The Manager will have the first right of refusal to operate any other City-operated farmers market that is opened within the municipal boundaries of the City while this Agreement is in effect.

2. TERM

- A. The initial term of this Agreement shall be for three (3) years with two one year renewal options thereafter, with the initial term beginning on February 5, 2019, and ending on February 4, 2022.
- B. Either party to this agreement shall have the right to terminate this Agreement without cause on thirty (30) calendar days with written notice to the other party.
- C. The City shall have the right to terminate this Agreement immediately for cause by giving such notice to the Manager as is reasonably practical for the circumstances. Cause is defined as any breach of this Agreement, or operation inconsistent with the purpose of the Farmers Markets, or for any reason in the best interest of the City.
- D. It is understood that unless thirty (30) days written notice of termination is given by a newly elected Governing Authority to the Contractor during the month that the elected officials take office (i.e. July 2021), that the term of this contract shall be deemed by the parties to continue in full force and effect according to the terms and conditions hereof.

3. SITES OF THE FARMERS MARKETS:

- A. Jones Park Farmers Market. A Farmers Market shall be located at the Barksdale Pavilion which is located near the Bert Jones Yacht Basin in or near the City's Jones Park (see Exhibit "A"). To accommodate special events, on a periodic basis, when agreed upon by the parties hereto, the Farmers Market may be relocated to the Harbor Market Pavilion or other location in or around Jones Park or cancelled, if necessary.
- B. Lyman Community Farmers Market. A Farmers Market shall be located in the Parking Lot at the Lyman Community Center which is located at 13472 Hwy 49 Gulfport, MS 39503 (see Exhibit "B"). To accommodate special events, on a periodic basis, when agreed upon by the parties hereto, the Farmers Market may be relocated to another area within the Parking Lot or may, if necessary, be rescheduled or cancelled.

4. OPERATION OF THE FARMERS MARKET

- A. The purpose of the Farmers Markets is to provide the citizens of the City of Gulfport and the surrounding communities with opportunities to purchase a variety of reasonably priced, high quality, locally produced fresh produce, farm products, seafood, and other prepared food items consistent with a farmers market operation and approved by the Manager.
- B. The City does not charge the Vendor for the stall, but the Manager may require such a charge from the Vendor. All Vendor fees shall be remitted to the Manager and are the

- property of the Manager.
- C. A Vendor shall be approved by the Manager and sell only items approved by the Manager, in accordance with stated South Mississippi Farmers Market Association regulations and policies.
 - D. All Vendors shall comply with the law and requests from government health departments regarding smoking or the presence of pets in the area of the products offered for sale.
 - E.
 - (1) The Jones Park Farmers Market shall operate only on Wednesdays seasonally, as defined herein, rain or shine. The Lyman Community Farmers Market shall operate only on the third Sunday of each month, weather permitting. However, the Manager may in its sole discretion cancel the market with no notice if the Manager determines that on a given day operation of the Market/s is not feasible or if operation of the market would not be safe. The day of operation may be changed based on mutual written agreement of the parties. Subject to prior written approval of the City, periodic additional markets may be held on dates mutually agreeable to the parties.
 - (2) The time for operation of the Jones Park Farmers Market shall be from 9:00 AM– 1:00 PM. The time for operation of the Lyman Community Farmers Market shall be from 1:00 PM – 4:00 PM. The time of operation may be changed based on mutual written agreement of the parties.
 - (3) Vendors at the Jones Park Farmers Market will be allowed to begin setting up their stalls at 7:00 AM. Vendors at the Lyman Community Farmers Market will be allowed to begin setting up their stalls at 11:00 AM. Earlier set up allowed only with permission of the Manager.
 - (4) Vendors must remove their property, stall, products and vehicles and leave the areas clean, no later than 5:00 PM on the day of the markets. The Manager shall be responsible to the City for any costs incurred by the City for a vendor's failure to timely remove all property of the Vendor.
 - F. All Vendors shall comply with laws, industry standards, and requests of government health departments, including, but not limited to:
 - (1) Labeling of bulk packages, and other food produce or products;
 - (2) Providing instruction (ie., Keep refrigerated, or use by a certain date);
 - (3) Taxes;
 - (4) Licenses and permits;
 - (5) Food handling and safety as to transport, display, and dispensing including

temperature, sanitation, and contamination risks;

(6) Farming practices, slaughter, manufacture of processed foods;

(7) Posting of prices and vendor identification;

(8) Legal weighing scales;

(9) Appropriate dress and behavior.

G. If food is to be prepared for the purpose of consumption on site in areas provided by the Farmers Markets, such operation must be properly licensed. No cooking demonstrations will be allowed without prior approval of the Manager. The Manager is required to ensure that the Farmers Markets are operated in compliance with all licensing requirements of the City and requirements of all government health departments.

H. Vendors shall be allowed to sell only products approved by the Manager.

I. Vendors shall be open for business and sales only during the times allowed by this Agreement.

J. The Manager and all Vendors shall behave toward the public, park staff, other vendors, and customers in a courteous and professional manner.

K. A procedure for security and maintenance of the Farmers Market area will be established by the City and provided to the Manager.

5. USE OF PREMISES

A. The Manager recognizes that the premises are a municipal public park/parking lot. The premises shall not be used for any purpose for which municipal public parks/parking lot may not be used.

B. Vendors selected by the Manager shall have permission to operate a stall which permission can be immediately revoked by the Manager or the City for any reason in the best interest of the Manager or the City. Upon revocation of this permission, the Vendor will immediately and peaceably leave the premises.

C. The Manager and Vendors shall refrain from excessive noise and hawking.

D. The City will provide up to four (4) “spider boxes” at the Jones Park Farmers Market at a location to be agreed upon by the Manager and the City.

E. The Manager will operate the Farmers Markets with the highest industry standards

and provide a high quality, healthy, innovative, affordable, and safe farmers market for the market patrons.

- F. The Manager shall not operate the Farmers Markets in a manner to disturb or disrupt unreasonably other activities or the public in the area. The Manager shall not allow Vendors to obstruct any public way at any time.

6. RESPONSIBILITIES OF THE MANAGER

- A. The Manager shall solicit, approve, and select Vendors to participate in the Farmers Markets. The Manager will not allow any sublet or assignment of stall space or any other activity that will allow an unknown vendor to operate at the Farmers Markets.
- B. The Manager shall adopt rules for Vendors, which rules are consistent and compliant with this Agreement, and ensure that the Vendors are aware of the rules and act in accordance with the rules.
- C. The Manager shall resolve all Vendor and customer complaints in a professional, fair, and timely manner.
- D. The Manager shall be on site and be in charge of the operation of the Farmers Markets at all times that Vendors are present and during times when the Farmers Markets are operating.
- E. The Manager shall work with the local media to promote the Farmers Markets.
- F. The Manager shall maintain a desirable appearing Farmers Market area; and keep the premises in good order and in a clean and sanitary condition on the days of the market, including the removal of any substance or debris that attracts vermin or insects.
- G. The Manager shall be informed regarding the items being sold and will use its best efforts to provide variety and high quality in the products being sold.
- H. The Manager shall have the responsibility for assigning stalls to specific Vendors and for immediately resolving any disputes regarding stall assignments.
- I. The Manager shall strive to increase the number of Vendors operating at the Farmers Markets.
- J. The Manager shall have the responsibility to eject any objectionable or noncompliant Vendor. Additionally, the Manager shall immediately eject any Vendor at the request of the Director of Parks and Recreation. No Vendor shall have any rights of appeal from a

decision of the City or Manager that the Vendor be ejected.

- K. The Manager shall ensure that the operation of the Farmers Markets complies with applicable USDA Farmers Market Nutrition Programs including Senior Farmers Market Nutrition Program and food stamp programs.
- L. The Manager shall operate the Farmers Market in a manner so as to reduce, as much as reasonably possible, any dangers associated with consumption of food products sold and dangers such as tripping, falling, or any other dangerous conditions resulting from Vendors ingress, egress, set up, take down, or any other operation or participation in the Farmers Markets.
- M. The Manager shall ensure that the Farmers Markets are operated in compliance with any requirements or requests of the City's General Finance Office, City License Commission, State Department of Health, Police Department, Fire Department, Leisure Services Department, and the Mississippi Department of Agriculture and Commerce.
- N. The Manager is required to ensure that the Farmers Markets are operated in accordance with all federal, state, and local codes, laws, rules, regulations, and ordinances that pertain to the operation of this Farmers Market, including, but not limited to, any tax laws, child labor laws, licenses, permits, food handling and safety, farming practices, animal slaughter, manufacture of processed foods (ex. jam, pie), permits to sell processed foods, temperature and sanitation requirements for the storage, transport, and sale of certain items (ex. eggs, meat), sanitary covering of displayed produce, gloves or other sanitation requirements for the dispensing of items, displays of samples in a manner to decrease contamination potential, clear posting of prices, clear posting of name and farm location of the Vendor, and legal weighing scales.
- O. The Manager shall operate the Farmers Markets, and require that all Vendors operate in a professional, safe, sanitary, and lawful manner in total compliance with this Agreement.
- P. Neither the Manager nor any Vendors shall perform sales or other activity that does not have the approval of the Director of Leisure Services.

7. RESPONSIBILITIES OF THE CITY

- A. The City shall assist the Manager in working with the local media to promote the Farmers Markets.
- B. The City shall, in cooperation and consultation with the Manager, provide signage to promote the market and direct the public to the site of the farmers market from Highway 90 and Highway 49, as permitted by MDOT.
- C. The City shall make reasonable efforts, thru local media and social media to provide publicity for the Farmers Markets. The City shall also provide copying of Farmers Markets promotional materials not to exceed 200 copies per month.

- D. The City shall have the responsibility to provide for litter containment during the Jones Park Market and, at the end of each day, clean up and removal of all trash created by the operation of the farmers market. This responsibility is upon the Manager with respect to the Lyman Community Farmers Market.
- E. The City shall provide reasonable vendor and customer parking, ingress, and egress for the operation of the farmers markets.
- F. The City will provide water, lighting as necessary, for the operation of the Jones Park Farmers Market.
- G. The City reserves the right to make rules and regulations regarding the use of park and community center property, including, rules regarding signs, entertainment, minimum and maximum number and type of vendor, and noise levels.
- H. The City shall provide the Manager reasonable notice of City-sponsored events that may impede the operation of either farmers market.

8. STATUS OF MANAGER AND VENDORS

- A. The Manager and all Vendors are independent contractors and not agents or employees for the City.
- B. The Manager and all Vendors are responsible as to itself and its staff for all insurance, taxes, and any other legal responsibility of an employer or farmers market operator.

9. RIGHT OF ENTRY

The City reserves the right to enter the premises to inspect the operation of the farmers markets, the premises, and Manager or Vendor products, equipment, or structures at any time.

10. INSURANCE REQUIREMENTS

General Liability Insurance and indemnity. Manager shall keep in full force and effect at its expense a policy of general liability, naming the City as co-insured of combined single limit coverage of not less than \$2,000,000.00 with a company having a rating acceptable to the City, and shall provide a certificate or other proof of coverage to the City. It is understood that under this contract, the Contractor shall be in full custody and control of the Barksdale Pavilion/Lyman Community designated area during the hour set forth herein and as may otherwise be agreed to by the parties and that it indemnifies and agrees to hold harmless the City from any claims of liability for injury, death, or damages or loss to properties occurring on, or as a result of the use of the premises, not otherwise the fault of the City.

11. INDEMNIFICATION

Indemnity. SOUTH MISSISSIPPI FARMERS MARKET ASSOCIATION, INC., and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold

harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including, without limitation, attorneys' fees, which in any way arise out of or relate to any acts of omission or commission of or attributed to SOUTH MISSISSIPPI FARMERS MARKET ASSOCIATION, INC., and/or its agents, servants, employees, visitors, invites, guests, and representatives, including, but not limited to, those asserted as negligent, gross negligent, and/or intentional. Only to the extent that the City is authorized by the laws of the State of Mississippi, and without waiving any constitutional, statutory, or common law defenses, immunities, or exemptions from liability, including, but not limited to, those set forth in Miss. Code Ann. § 11-46-9(1) (Rev. 2001), the City agrees to defend, indemnify, and hold harmless SOUTH MISSISSIPPI FARMERS MARKET ASSOCIATION, INC., and its employees agents, and officials with respect to or from and against all claims, demands, causes of actions, damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders arising out of or as a result of negligent acts or omissions attributable to the City with respect to the Farmers Markets which are the subject of this Agreement.

12. CONFLICT OF INTEREST

The Manager warrants that in the performance of this Agreement that it does not have any interest, direct or indirect, which will create or cause a conflict of interest in any manner or degree with the performance of the services hereunder.

13. ASSIGNMENT AND AMENDMENT

The Manager shall not sublet, assign, or transfer its interest in this Agreement. This Agreement may be amended only by a written amendment signed by all of the parties.

14. APPLICABLE LAW AND EXCLUSIVE FORUM

The parties agree as follows: The Laws of Mississippi shall govern the validity, interpretation, construction and performance of this Agreement and that the state courts of the State of Mississippi shall be the exclusive forum for the resolution of any lawsuits brought concerning this Agreement.

15. NOTICES

A. Unless otherwise expressly provided herein, all notices and other communications given pursuant to this Agreement shall be in writing and shall be sent to the persons at the addresses identified below by:

- (1) First class, United States mail, postage prepaid, certified, with return receipt requested, or
- (2) Hand delivery during usual business hours to the intended addressee.

All such notices and other communications shall be effective on the actual date of delivery, receipt, or rejection of delivery, if known, otherwise (i) in three (3) business days after deposit in

United States mail in case of (1) above; (ii) actual delivery in case of (2) above; and (iii) the next business day in case of (3) above.

B.Notices to the City shall be sent to:

Mayor
City of Gulfport P.O. Box 1780
Gulfport, MS 39502

With a Copy to the City Attorney and the Director of Leisure Services also at P.O. Box 1780, Gulfport, MS 39502.

Notices to the Manager shall be sent to:

Diane Claughton
South MS Farmers Market Association, Inc.
3590 County Court North
Mobile, AL 36619

Signed by all parties on the dates indicated:

SOUTH MISSISSIPPI FARMERS
MARKET ASSOCIATION, INC.

CITY OF GULFPORT

By _____
Title _____

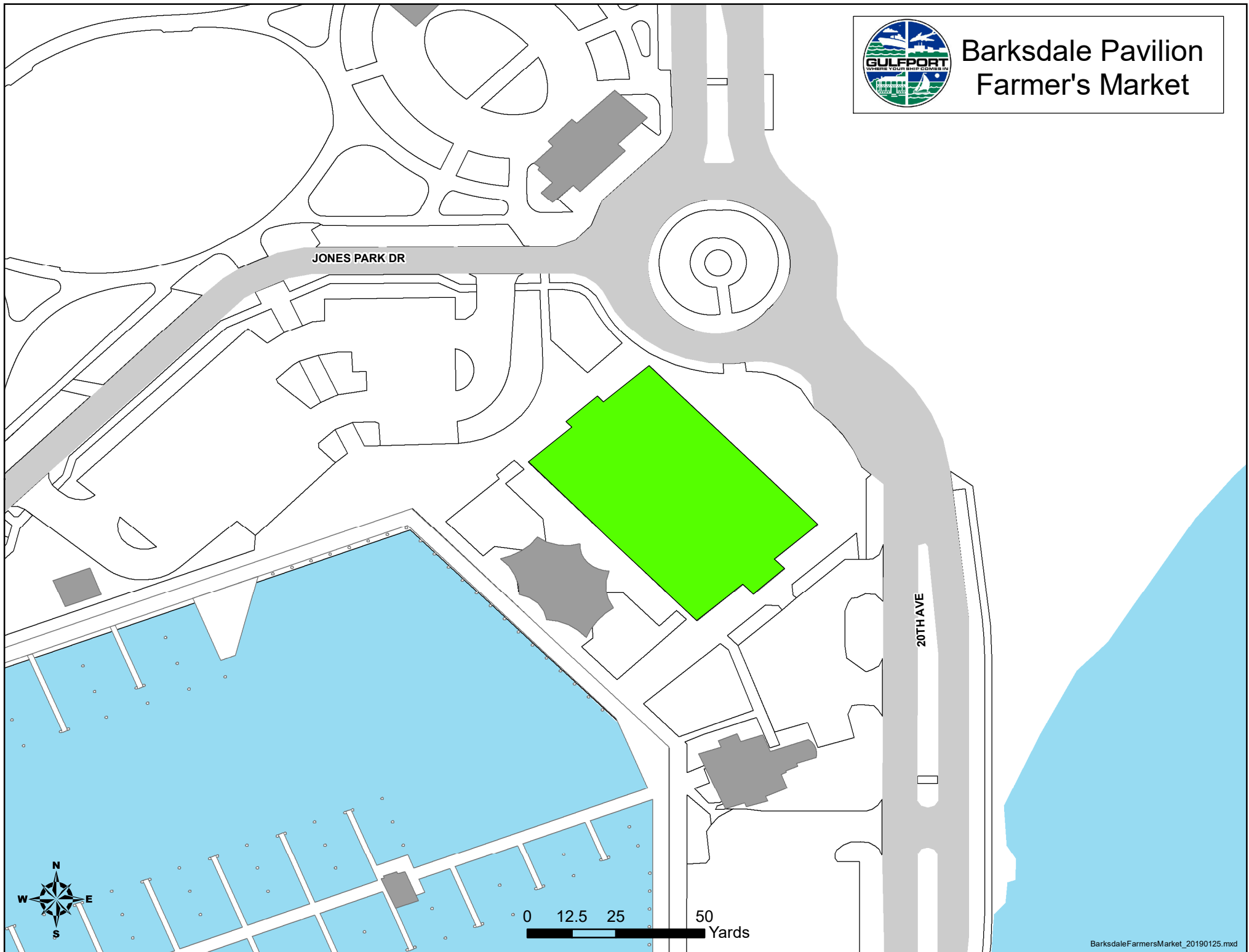
Date Signed _____

BILLY HEWES
Mayor

Date Signed _____



Barksdale Pavilion Farmer's Market





Lyman Community Center Farmer's Market

HWY 49

TOURIEL RD



0 12.5 25 50
Yards



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Dustin Uselton, Assistant Attorney
Legal

Date: 01/17/2019

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 – Clifford Road Sewer Project”, authorizing special checks to acquire the property interests stated herein, 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 _____, 2019, 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 – CLIFFORD 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 Clifford Road; and

WHEREAS, in order to complete this Project, the City must acquire real property interests and utility easements along Three Rivers Road and Clifford 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 Clifford 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 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: 0808I-01-001.002. Ownership: New Life Worship Center, 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 \$9,098.00;

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 Clifford 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 _____, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

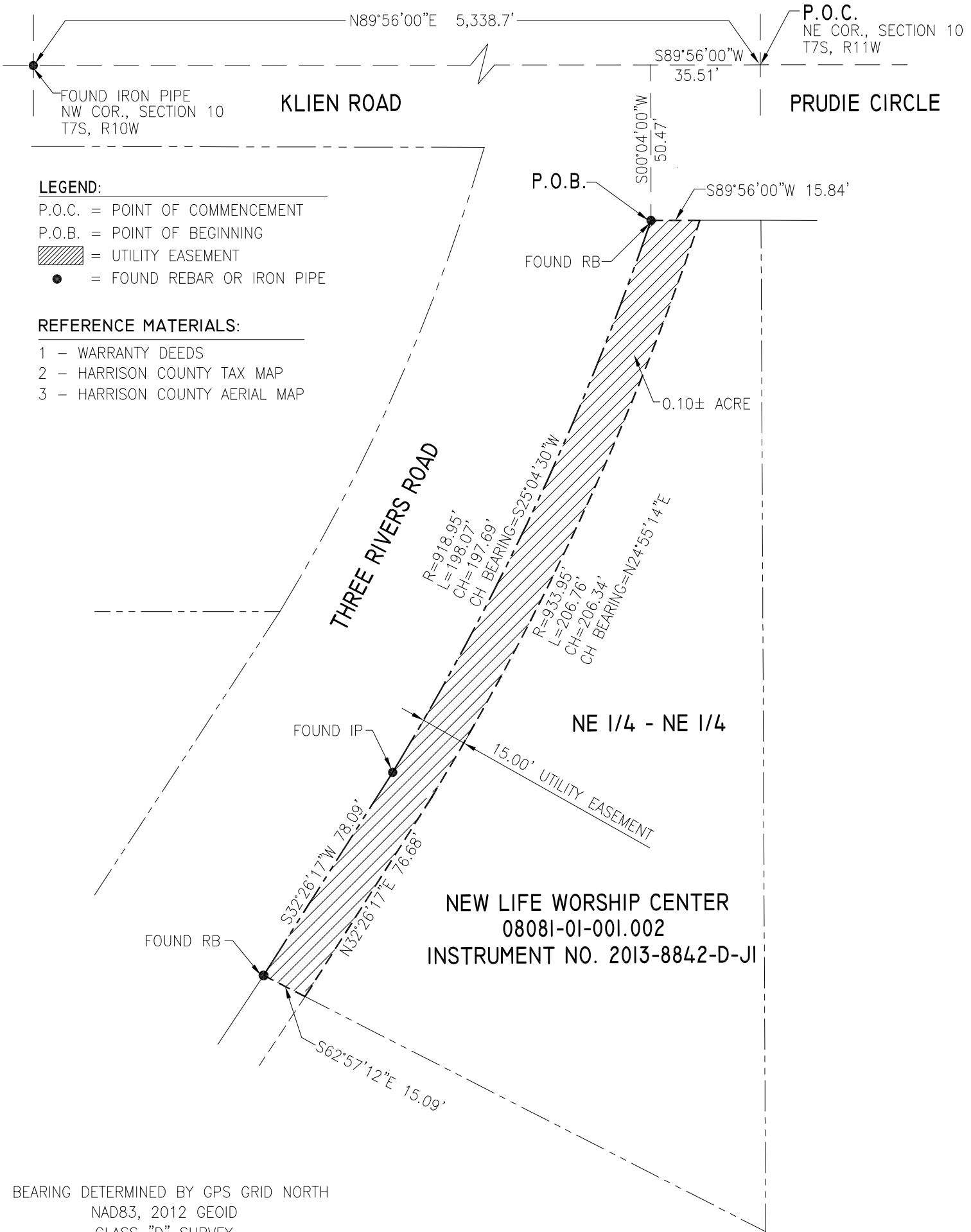
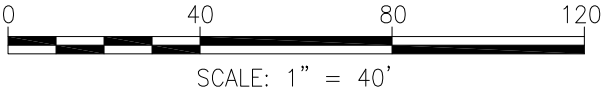
PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2019.

APPROVED:

MAYOR

INDEXING: A PART OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 10, TOWNSHIP 7 SOUTH, RANGE 11 WEST, HARRISON COUNTY, MISSISSIPPI.



BEARING DETERMINED BY GPS GRID NORTH
NAD83, 2012 GEOID
CLASS "D" SURVEY



15 FOOT WIDE UTILITY EASEMENT NEW LIFE WORSHIP CENTER PARCEL NUMBER 08081-01-002		
SCALE: 1" = 40'	APPROVED:	DRAWN BY: D, BELL
DATE: NOVEMBER 30, 2017		REVISION NO.:
CITY OF GULFPORT ENGINEERING DEPARTMENT 4050 HEWES AVENUE, GULFPORT, MS 39507		
JOB CREW:		DRAWING NUMBER
BOOK NO.:		I OF I



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Dustin Uselton, Assistant Attorney
Engineering

Date: 01/28/2019

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 "Laurelwood Drive Sewer Project", authorizing special checks to acquire the property interests stated herein, 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 _____, 2019, 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 “LAURELWOOD DRIVE 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 Laurelwood Drive; and

WHEREAS, in order to complete this Project, the City must acquire real property interests and utility easements along Laurelwood Drive; 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 Clifford 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 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: 0807F-01-019.000. Ownership: Ellis and Jimmie Cartee, 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 \$8,238.00;

Tax Parcel Number: 0807F-01-006.002. Ownership: Gillispie Family Revocable Trust, 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 \$3,833.00;

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 Laurelwood Drive 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 _____, 2019.

(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 _____, 2019.

APPROVED:

MAYOR

NOTES:

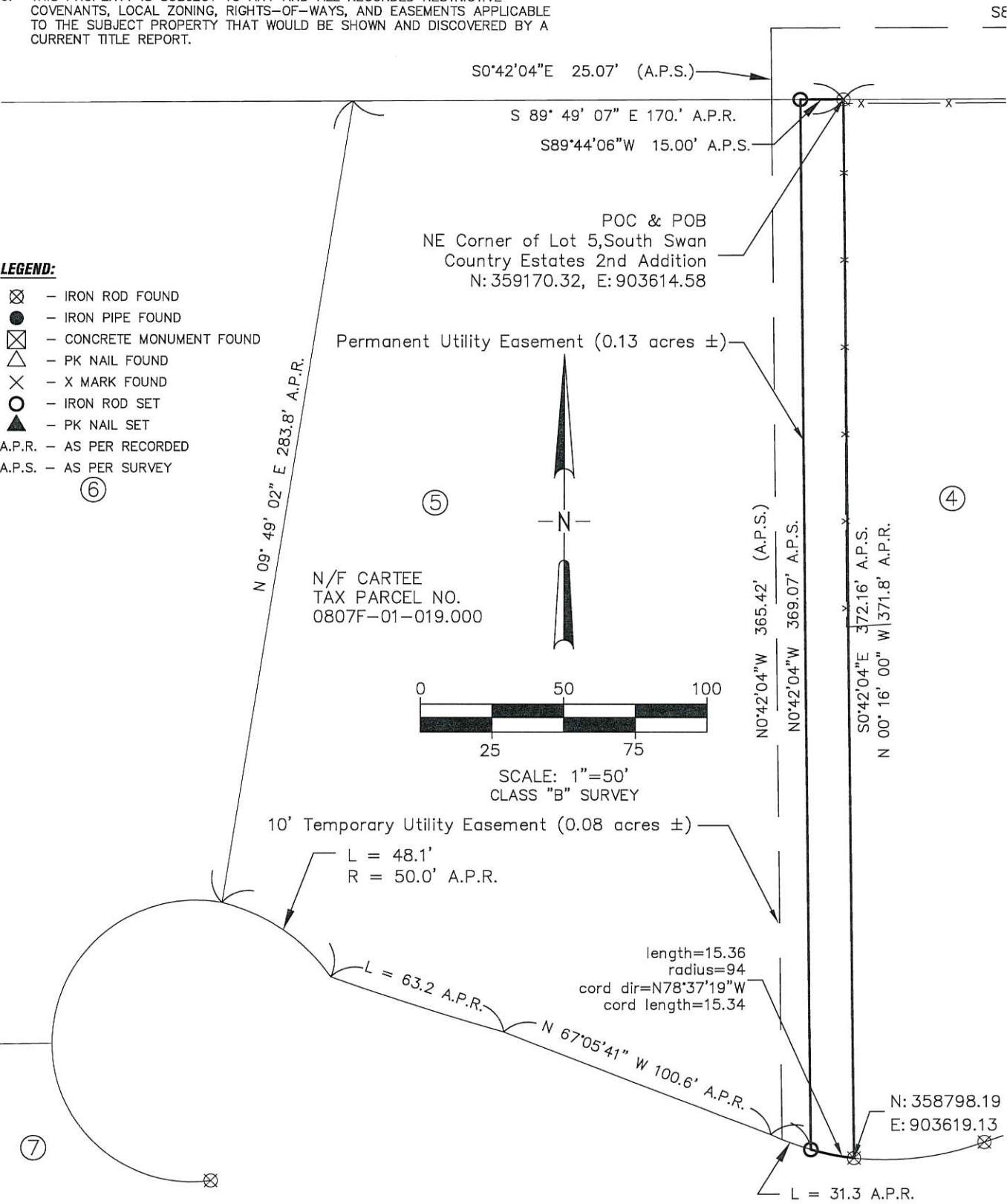
- 1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
- 2. BEARINGS SHOWN HEREON ARE DERIVED BY: GPS OBSERVATION.
- 3. COORDINATES HORIZONTAL DATUM: MISSISSIPPI STATE PLANE, EAST ZONE, NAD83
- 4. THIS SURVEY DOES NOT REFLECT THE EXISTENCE OR NON EXISTENCE OF WETLANDS.
- 5. THIS SURVEY FOR USE BY CITY OF GULFPORT TO ACQUIRE EASEMENT SHOWN.
- 6. THIS PROPERTY IS SUBJECT TO ANY AND ALL RECORDED RESTRICTIVE COVENANTS, LOCAL ZONING, RIGHTS-OF-WAYS, AND EASEMENTS APPLICABLE TO THE SUBJECT PROPERTY THAT WOULD BE SHOWN AND DISCOVERED BY A CURRENT TITLE REPORT.

REFERENCE MATERIAL:

- 1. SOUTH SWAN COUNTRY ESTATES, 2ND ADDITION PLAT BK 36, PAGE 57
- 2. SOUTH SWAN COUNTRY ESTATES, 3RD ADDITION PLAT BK 37, PAGE 52
- 3. DEED BK 1244 / PG 193

LEGEND:

- ⊗ - IRON ROD FOUND
- - IRON PIPE FOUND
- ⊠ - CONCRETE MONUMENT FOUND
- △ - PK NAIL FOUND
- × - X MARK FOUND
- - IRON ROD SET
- ▲ - PK NAIL SET
- A.P.R. - AS PER RECORDED
- A.P.S. - AS PER SURVEY



THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE ON THE ABOVE DESCRIBED PROPERTY AND THAT SAID SURVEY TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



8-1-2018
DANIEL A. OVERSTREET
MISSISSIPPI P.S. -3126
A. GARNER RUSSELL & ASSOCIATES
520 33RD STREET
GULFPORT, MS 39507
228-863-0667
DATE OF FIELD SURVEY: July 16, 21018



GARNER RUSSELL & ASSOCIATES, INC.
CONSULTING ENGINEERS
GULFPORT, MISSISSIPPI

DRAWN BY: KCP
CHECKED BY: DO
DATE: July 30, 2018
FILE: 2070/easements

NOTES:

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
2. BEARINGS SHOWN HEREON ARE DERIVED BY: GPS OBSERVATION.
3. COORDINATES HORIZONTAL DATUM: MISSISSIPPI STATE PLANE, EAST ZONE, NAD83
4. THIS SURVEY DOES NOT REFLECT THE EXISTENCE OR NON EXISTENCE OF WETLANDS.
5. THIS SURVEY FOR USE BY CITY OF GULFPORT TO ACQUIRE EASEMENT SHOWN.
6. THIS PROPERTY IS SUBJECT TO ANY AND ALL RECORDED RESTRICTIVE COVENANTS, LOCAL ZONING, RIGHTS-OF-WAYS, AND EASEMENTS APPLICABLE TO THE SUBJECT PROPERTY THAT WOULD BE SHOWN AND DISCOVERED BY A CURRENT TITLE REPORT.

LEGEND:

- ⊗ - IRON ROD FOUND
- - IRON PIPE FOUND
- ⊠ - CONCRETE MONUMENT FOUND
- △ - PK NAIL FOUND
- × - X MARK FOUND
- - IRON ROD SET
- ▲ - PK NAIL SET
- A.P.R. - AS PER RECORDED
- A.P.S. - AS PER SURVEY

REFERENCE MATERIAL:

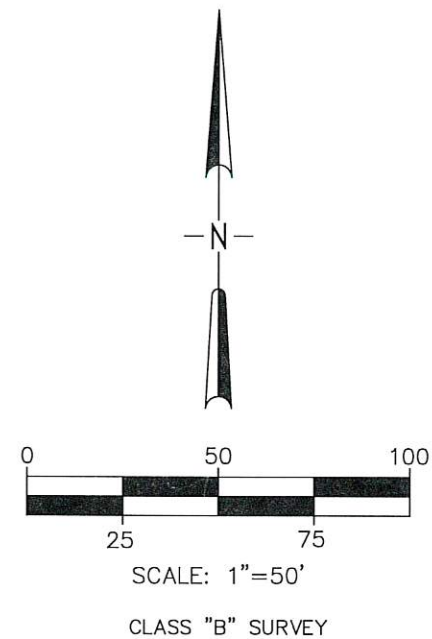
1. SOUTH SWAN COUNTRY ESTATES, 2ND ADDITION
PLAT BK 36, PAGE 57
2. SOUTH SWAN COUNTRY ESTATES, 3RD ADDITION
PLAT BK 37, PAGE 52
3. INSTRUMENT #2017-4800-9-J1

THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE ON THE ABOVE DESCRIBED PROPERTY AND THAT SAID SURVEY TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



DANIEL A. OVERSTREET
MISSISSIPPI P.S. -3126
A. GARNER RUSSELL & ASSOCIATES
520 33RD STREET
GULFPORT, MS 39507
228-863-0667
DATE OF FIELD SURVEY: July 16, 2018

N/F GILLISPIE FAMILY REVOCABLE TRUST
TAX PARCEL NO. 0807F-01-006.002



N: 359452.60
E: 903822.09
length=53.60
radius=50
cord dir=S58°50'51"E
cord length=51.07

N55°12'24"E 13.71' A.P.S.
S55°12'24"W 25.92' (A.P.S.)

Permanent Utility Easement (0.19 acres ±)

10' Temporary Utility Easement (0.12 acres ±)

N89°44'06"E 526.74' A.P.R.

N0°42'04"W 14.99' A.P.S.
S0°42'04"E 25.07' (A.P.S.)
S 89° 49' 07" E 170.' A.P.R.
S89°44'06"W 15.00' A.P.S.

S89°42'32"W 210.26' (A.P.S.)

N89°42'32"E 210.24' A.P.S.

S89°42'32"W 210.19' A.P.S.

POC & POB
SW Corner of Lot 9, South Swan
Country Estates 3rd Addition
N: 359171.39, E: 903824.77



GARNER RUSSELL & ASSOCIATES, INC.
CONSULTING ENGINEERS
GULFPORT, MISSISSIPPI

DRAWN BY: KCP
CHECKED BY: DO
DATE: 7-31-2018
FILE: 2070/EASEMENTS

TAX PARCEL NO. 0807F-01-006.002

LEGAL DESCRIPTION (PERMANENT UTILITY EASEMENT)

A PARCEL OF LAND SITUATED IN THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF COMMENCMENT AND **POINT OF BEGINNING** BEING A IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 9, SOUTH SWAN COUNTRY ESTATES, 3RD ADDITION; THENCE SOUTH 89° 42' 32" WEST 210.19 FEET TO AN IRON ROD FOUND; THENCE SOUTH 89° 44' 06" WEST A DISTANCE OF 15.00 FEET TO AN IRON ROD SET; THENCE NORTH 00° 42' 04" WEST A DISTANCE OF 14.99 FEET; THENCE NORTH 89° 42' 32" EAST A DISTANCE 210.24 FEET TO AN IRON ROD SET; THENCE NORTH 00° 32' 45" WEST A DISTANCE OF 226.83 FEET TO AN IRON ROD SET; THENCE NORTH 34° 47' 36" WEST A DISTANCE OF 70.70 FEET TO AN IRON ROD SET; THENCE NORTH 55° 12' 24" EAST A DISTANCE OF 13.71 TO AN IRON ROD SET ON THE ROAD RIGHT OF WAY OF WHISPERWOOD DRIVE; THENCE ALONG SAID RIGHT OF WAY ON A CURVE TO THE LEFT HAVING A CHORD BEARING SOUTH 58° 50' 51" EAST, CHORD DISTANCE OF 51.07 FEET, RADIUS OF 50 FEET, AND A CURVE LENGTH OF 53.60 FEET, TO AN IRON ROD FOUND; THENCE SOUTH 00° 32' 45" EAST 281.22 A DISTANCE OF 281.22 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 0.19 ACRES +/-

TAX PARCEL NO. 0807F-01-006.002

LEGAL DESCRIPTION (10 FOOT TEMPORARY CONSTRUCTION EASEMENT)

A PARCEL OF LAND SITUATED IN THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM AN IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 9, SOUTH SWAN COUNTRY ESTATES, 3RD ADDITION; THENCE SOUTH 89° 42' 32" WEST 210.19 FEET TO AN IRON ROD FOUND; THENCE SOUTH 89° 44' 06" WEST 15.00 FEET TO AN IRON ROD SET AT THE **POINT OF BEGINNING**; THENCE NORTH 00° 42' 04" WEST A DISTANCE OF 14.99 FEET; THENCE NORTH 89° 42' 32" EAST A DISTANCE 210.24 FEET; THENCE NORTH 00° 32' 45" WEST A DISTANCE OF 226.83 FEET; THENCE NORTH 34° 47' 36" WEST A DISTANCE 70.70 FEET; THENCE NORTH 55° 12' 24" EAST A DISTANCE OF 13.71 FEET; THENCE ALONG SAID A CURVE TO THE RIGHT HAVING A CHORD BEARING NORTH 58° 50' 51" WEST, CHORD DISTANCE OF 10.05 FEET, RADIUS OF 50 FEET, AND A CURVE LENGTH OF 10.08 FEET; THENCE SOUTH 55° 12' 24" WEST A DISTANCE OF 13.71 FEET; THENCE SOUTH 34° 47' 36" EAST A DISTANCE OF 77.62 FEET; THENCE SOUTH 00° 32' 45" EAST A DISTANCE OF 213.70 FEET; THENCE SOUTH 89° 42' 32" WEST A DISTANCE OF 210.26 FEET; THENCE SOUTH 00° 42' 04" EAST A DISTANCE OF 25.07 FEET; THENCE SOUTH 89° 49' 07" EAST A DISTANCE OF 15.00 FEET;

SAID PARCEL CONTAINS 0.12 ACRES +/-



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 01/24/2019

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", authorizing special checks to acquire the property interests stated herein, 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 _____, 2019, 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-02-015.004. Ownership: Dennis Lawrence, 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 \$4,798.00;

Tax Parcel Number: 0907M-02-015.003. Ownership: David and Barbara Wilson, 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 \$5,090.00;

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 or payments to the Owners 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 _____, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

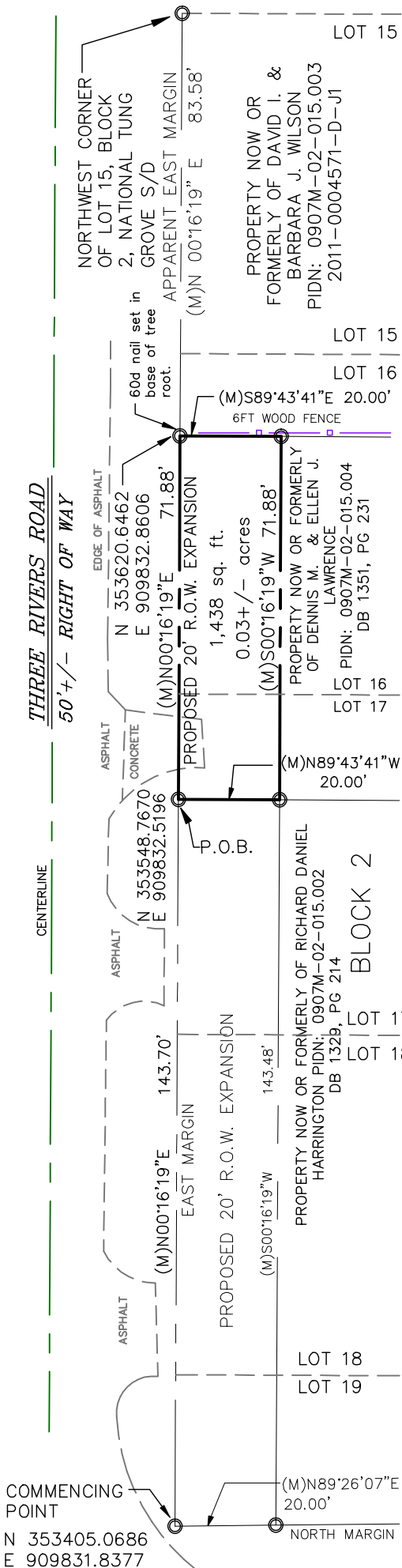
The above and foregoing Ordinance was submitted to and approved by the Mayor, this the _____ day of _____, 2019.

APPROVED:

MAYOR

THREE RIVERS ROAD
50' +/- RIGHT OF WAY

CENTERLINE



R.O.W ACQUISITION SURVEY

CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

FIRST JUDICIAL DISTRICT

SW 1/4 - SW 1/4, SEC. 35, T6S, R11W

PIDN: 0907M-02-015.004

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'



R.O.W. ACQUISITION DESCRIPTION: PIDN: 0907M-02-015.004

A parcel of land situated and being located in a portion of Lots 16 and 17, Block 2, National Tung Grove Subdivision, No.2 (Plat Book 15, Page 4) and also in the SW 1/4 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:

Commencing at the intersection of the East margin of Three Rivers Road with the North margin of O'Neal Road, said point having State Plane Coordinates of N.353405.0686, E.909831.8377; thence N00°16'19"E 143.70 feet along said East Margin of Three Rivers Road to the Point of Beginning, having State Plane Coordinates of N.353548.7670, E.909832.5196; thence continue along said East margin N00°16'19"E 71.88 feet to a point having State Plane Coordinates of N.353620.6462, E.909832.8606; thence S89°43'41"E 20.00 feet; thence S00°16'19"W 71.88; thence N89°43'41"W 20.00 feet to the Point of Beginning. Said parcel of land contains 1438 square feet or 0.03 acres more or less.

Note: Improvements if any not shown for clarity.

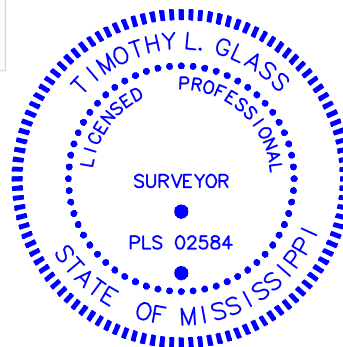
Note: All bearings shown on this plat were derived GPS observation and Ms State Plane Coordinates (Grid) and OPUS solution provided by the National Geodetic Survey.

Convergence angle: [degrees] -0.11973499
Point Scale: 0.99995634
Combined Factor: 0.99995809

Note: This survey "CLASS B" was made in accordance with the current "Standards of Practice for Surveying" in the State of Mississippi.

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, P.L.S.
JUNE 22, 2018
MS. REG. NO. 02584



34 35
3 2

T6S, R11W
T7S, R11W

50' +/- R/W

TYPE SURVEY: ROW ACQUISITION	JOB NO.: 0908D-02-015.004.DWG	SURVEY BY: Glass Land Surveying, Inc. 10453 Pin Oak Drive Biloxi, Mississippi 39532 Ph/Fax (228) 392-9004 e-mail: glasurv@aol.com	SURVEY FOR: NEEL-SCHAFFER, INC. # 722 HOWARD AVENUE BILOXI, MISSISSIPPI 39533 PHONE: 228-374-1211, FAX: 374-1216
DATE OF SURVEY: 06/22/2018	REVISED:		
CHECKED BY: TLG	SCALE: 1" = 30'		
CREW CHIEF: TLG	SHEET NO: 1 OF 1		

R.O.W. ACQUISITION SURVEY

CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

FIRST JUDICIAL DISTRICT

SW 1/4 – SW 1/4, SEC. 35, T6S, R11W

PIDN: 0907M-02-015.003

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'

GRID

R.O.W. ACQUISITION DESCRIPTION:
PIDN: 0907M-02-015.003

A parcel of land situated and being located in a portion of Lots 15 and 16, Block 2, National Tung Grove Subdivision, No.2 (Plat Book 15, Page 4) and also in the SW 1/4 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, commence at the Northwest Corner of said Lot 15, said point having State Plane Coordinates of N.353,704.2253, E.909,833.2572; S89°43'41"E 20.00 feet; thence S00°16'19"W 83.58; thence N89°43'41"W 20.00 feet to the East margin of Three Rivers Road, said point having State Plane Coordinates of N.353,620.6462, E.909,832.8606; thence N00°16'19"E 83.58 feet along said East margin to the Point of Beginning. Said parcel of land contains 1672 square feet or 0.04 acres 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) and OPUS solution provided the National Geodetic survey.

Convergence angle: [degrees] -0.11973499
Point Scale: 0.99995634
Combined Factor: 0.99995809

Note: This survey "CLASS B" was made in accordance with the current "Standards of Practice for Surveying" in the State of Mississippi.

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.
JUNE 22, 2018
MS. REG. NO. 02584



THREE RIVERS ROAD

50' +/- RIGHT OF WAY

CENTERLINE

COMMENCING POINT OF BEGINNING

NORTHWEST CORNER OF LOT 15, BLOCK 2, NATIONAL TUNG GROVE S/D

EDGE OF ASPHALT

ASPHALT

CONCRETE

ASPHALT

APPARENT EAST MARGIN

PROPOSED 20' ROW EXPANSION

PROPERTY NOW OR FORMERLY OF DANIEL HARRINGTON

PIDN: 0907M-02-015.002

DB 1329, PG 214

LOT 17

LOT 18

LOT 19

NORTH MARGIN

O'NEAL ROAD

50' +/- R/W

PROPERTY NOW OR FORMERLY OF SHIRLEY FITZGERAL
PIDN: 0907M-02-016.000
2006-0005269-D-J1

(M)S89°43'41"E

20.00'

LOT 14

LOT 15

PROPOSED 20' ROW EXPANSION

1,672 sq. ft.

0.04 +/- acres

(M)N 00°16'19" E

83.58'

LOT 15

LOT 16

PROPERTY NOW OR FORMERLY OF DAVID I. & BARBARA J. WILSON

PIDN: 0907M-02-015.003

2011-0004571-D-J1

(M)S 00°16'19" W

83.58'

LOT 15

LOT 16

(M)N89°43'41"W

20.00'

6FT WOOD FENCE

LOT 16

LOT 17

PROPERTY NOW OR FORMERLY OF DENNIS M. & ELLEN J. LAWRENCE

PIDN: 0907M-02-015.004

DB 1351, PG 231

(M)S00°16'19"W

71.88'

LOT 16

LOT 17

PROPOSED 20' ROW EXPANSION

20.00'

LOT 17

LOT 18

LOT 19

APPARENT EAST MARGIN

(M)N00°16'19"E

143.70' NOT TO SCALE

N 353704.2253
E 909833.2572
APPARENT EAST MARGIN



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 01/30/2019

Subject: Resolution - authorizing the City of Gulfport to apply for a Stop Violence Against Women Act Grant - Domestic Violence Prosecutor and Domestic Violence Investigator, 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 _____, 2019, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE GULFPORT POLICE DEPARTMENT TO APPLY FOR A STOP VIOLENCE AGAINST WOMEN ACT GRANT – DOMESTIC VIOLENCE INVESTIGATOR AND DOMESTIC VIOLENCE PROSECUTOR, AND FOR RELATED PURPOSES

WHEREAS, the STOP Violence Against Women Act grant program is offered through the Mississippi Department of Health, Office Against Interpersonal Violence; and

WHEREAS, if awarded, the grant will fully fund a part time Domestic Violence Prosecutor and will partially fund (75%/25% split) a part time Domestic Violence Investigator; and

WHEREAS, the Gulfport Legal Department has requested authority to apply for the STOP Violence Against Women Act Grant as more fully set forth in the memorandum of City Attorney, Jeff Bruni, attached hereto as Exhibit “A”, which memorandum provides additional details regarding the grant, including funding information.

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

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

Section 2. That the Gulfport Legal Department be and it is hereby authorized to apply for the STOP Violence Against Women Act grant , the details of which are more fully set forth in the Memorandum from City Attorney Jeff Bruni attached hereto as Exhibit “A” and to take any and all steps as may be required to complete and effectuate said application.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2019.

(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 _____, 2019.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 01/30/2019

Subject: Resolution - authorizing the City of Gulfport to apply for a Victims of Crime Act Grant – Domestic Violence Victim Advocate, 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 _____, 2019, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE
GULFPORT POLICE DEPARTMENT TO APPLY FOR A VICTIMS OF CRIME ACT
GRANT – DOMESTIC VIOLENCE VICTIM ADVOCATE, AND FOR RELATED
PURPOSES**

WHEREAS, the Victims of Crime Act grant program is offered through Department of Public Safety, Division of Public Safety Planning, Office of Justice programs; and

WHEREAS, if awarded, the grant will fully fund a full time Domestic Violence Victim Advocate position; and

WHEREAS, the Gulfport Legal Department has requested authority to apply for the Victims of Crime Act Grant as more fully set forth in the memorandum of City Attorney, Jeff Bruni, attached hereto as Exhibit “A”, which memorandum provides additional details regarding the grant, including funding information.

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

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

Section 2. That the Gulfport Legal Department be and it is hereby authorized to apply for the Victims of Crime Act grant , the details of which are more fully set forth in the Memorandum from City Attorney Jeff Bruni attached hereto as Exhibit “A” and to take any and all steps as may be required to complete and effectuate said application.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2019.

(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 _____, 2019.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Linda Elias, Comptroller
Administration

Date: 01/17/2019

Subject: Resolution - accepting donation of funds from Friends of Gulf Islands National Seashore, 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 _____, 2019, the following Resolution:

A RESOLUTION OF THE GULFPORT CITY COUNCIL ACCEPTING DONATION OF FUNDS FROM FRIENDS OF GULF ISLANDS NATIONAL SEASHORE, AND FOR RELATED PURPOSES

WHEREAS, to assist the City of Gulfport in the improvements along Courthouse Road, Friends of Gulf Islands National Seashore has donated to the City \$4,762.29 which is designated for Courthouse Road landscaping; and

WHEREAS, the City of Gulfport very much desires to accept the donation of the aforementioned \$4,762.29 as the same is in the best interest of the City of Gulfport; and

WHEREAS, it is necessary for the City Council to authorize acceptance of the donation of the \$4,762.62 noted above.

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 Administration of the City of Gulfport be, and it is hereby, authorized to accept the donation of \$4,762.29 described herein on behalf of the City of Gulfport for use in Courthouse Road landscaping as designated by Friends of Gulf Islands National Seashore.

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.

Section 4. That the City does hereby express its appreciation for the generous donation of American Medical Response, Inc. as set forth herein.

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 _____, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2019.

MAYOR



Rebecca -

Per our conversation,
enclosed is the donation Check
Payable to the City of Gulfport.

As indicated, these funds need
to be designated to Courthouse
Road Landscaping.

Thank you for your assistance!

Marc



Gulfport

CASHIER'S CHECK

010116669

January 11, 2019

85-368
655

PAY TO THE
ORDER OF CITY OF GULFPORT

\$ \$4,762.29

Four Thousand Seven Hundred Sixty Two Dollars and 29/100

FRIENDS OF GULF ISLANDS NATIONAL SEASHORE

REMITTER

ADDRESS

BY
AUTHORIZED SIGNATURE

CUSTOMER COPY

NON NEGOTIABLE

THIS DOCUMENT IS PRINTED ON TONER ADHESION PAPER



Gulfport

CASHIER'S CHECK

010116669

January 11, 2019

85-368
655

PAY TO THE
ORDER OF CITY OF GULFPORT

\$ \$4,762.29

Four Thousand Seven Hundred Sixty Two Dollars and 29/100

FRIENDS OF GULF ISLANDS NATIONAL SEASHORE

REMITTER

ADDRESS

BY
AUTHORIZED SIGNATURE

FRIENDS OF GULF ISLANDS NATIONAL SEASHORE

11010116669 06550368 2070200101





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
Urban Development

Date: 01/31/2019

Subject: Resolution - authorizing an in-kind donation of surplus dirt to the Lady Admirals Diamond Booster Club, pursuant to Miss. Code Ann. § 21-17-1(8) (Rev. 2015), and for related purposes.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2019, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN IN-KIND DONATION OF SURPLUS DIRT TO THE LADY ADMIRALS DIAMOND BOOSTER CLUB, PURSUANT TO MISS. CODE ANN. § 21-17-1(8) (REV. 2015), AND FOR RELATED PURPOSES

WHEREAS, pursuant to Miss. Code Ann. § 21-17-1(8) (Rev. 2015), a municipality may “expend municipal funds to match any state, federal or private funding or any program administered by ... any nonprofit organization that is exempt under 26 USCS Section 501(c)(3) from paying federal income tax; and

WHEREAS, opinions of the Mississippi Attorney General advise that, where funds may be donated, so may other items (ie, in-kind donations); and

WHEREAS, the City of Gulfport possess a tremendous amount of dirt, left over from the Mississippi Aquarium construction project that is not presently needed for any valid municipal purpose and desires to declare 100 cubic yards thereof to be surplus and desires to donate matching funds, via in-kind donation, in the amount of \$800.00 worth of surplus dirt (100 cubic yards at \$8.00/yard) to the Lady Admirals Diamond Booster Club, a tax exempt nonprofit organization (as contemplated by Miss. Code Ann. § 21-17-1(8) to match funding received by the Lady Admirals Diamond Booster Club from private donors well in excess of \$800.00; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such donation and that making the aforementioned donation, which shall be paid out of available funds in the general fund of the City, is in the best interest of the City of Gulfport.

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

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

Section 2. That the City of Gulfport hereby declares 100 cubic yards of leftover dirt from the Mississippi Aquarium project to be surplus and, by and through its Mayor, is hereby authorized to donate municipal matching funds, via in-kind donation of 100 cubic yards of surplus dirt worth \$800.00 to the Lady Admirals Diamond Booster Club in support of construction of a new softball field for the girls middle school softball program.

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 _____, 2019.

(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 _____, 2019.

APPROVED:

MAYOR



Lady Admirals Diamond Booster Club

PO Box 5573, Gulfport, MS 39506

City Council Members,

I am writing to ask you if the City of Gulfport would support The Lady Admirals Softball program by donating 100 cubic yards of clay that was left over from the building of the Mississippi Aquarium. This clay would be used to establish a 5 inch base for the infield which would then be surfaced with a premium clay and crimson mix already purchased by the Club. Currently our Girls Middle School Softball program must share the Varsity field for practice because they do not have a field of their own. In the past we have attempted to use the recreational fields located on Hewes Avenue, but this has not work out for several reason.

The Booster Club, along with support of the athletic department and several community members, has taken on the task of building a practice field adjacent to the Varsity field, located on Hancock Avenue. By building this field it will allow both Varsity and Middle School teams to conduct a more productive practice sessions in a centralized location.

Thank you for any assistance you may provide.

Sincerely,

Tim Haller, President LADBC

Addendum:

To date our two main sponsors for the practice field are Tim Magee and Frank Bordeaux who have committed \$6000.00 to this project. We have others with verbal commitment only.



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 _____, 2019, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE USE OF
PREVIOUSLY DONATED FUNDS IN LOCATIONS OTHER THAN FISHBONE ALLEY, AND
FOR RELATED PURPOSES**

WHEREAS, Miss. Code Ann. Section 21-19-44.1 authorizes municipalities to donate funds from the treasury of the municipality to the municipality's Main Street Project, Incorporated, in support of any economic development program or endeavor of the corporation, for the development of the municipality's central business district or for any lawful purpose of the municipality and to execute contracts and agreement and to expend municipal funds in support of any project sponsored by the corporation, the municipality or any other nonprofit corporation engaged in local economic development; and

WHEREAS, the City of Gulfport, desiring to support the economic development programs and endeavors of the Gulfport Main Street Association which are targeted at the development of the City's downtown area, the City of Gulfport, by Resolution dated November 6, 2018, authorized the donation of the sum of \$52,100.00 to the Gulfport Main Street Association in support of events that it sponsors and hosts in the downtown area of Gulfport, in particular, in support of Fishbone Alley Movie Series (\$30,100) and Fishbone Alley Performance Series (\$22,000); and

WHEREAS, the opportunity to show movies and offer musical performances in other areas of the City has arisen and the Governing Authority of the City of Gulfport now desires to authorize the expenditure of the previously donated funds to the Gulfport Main Street Association for movie showings and musical performances in areas other than downtown; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such relaxation of the conditions placed on the previous donation and that such is in the best interest of the City of Gulfport.

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

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

Section 2. That the City of Gulfport City Council hereby authorizes the expenditure of the previously donated funds to the Gulfport Main Street Association for movie showings and musical performances in areas other than downtown.

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 _____, 2019.

(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 _____, 2019.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Terri Goad, Purchasing
Purchasing

Date: 01/22/2019

Subject: Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport Police Department 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 _____, 2019, 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 THRU POLICE DEPARTMENT RECRUITING AND COMMUNITY OUTREACH EFFORTS, AND FOR RELATED PURPOSES

WHEREAS, the Gulfport Police Department regularly participates in recruiting and community outreach efforts to assist in both identifying quality candidates to join the Department and promoting a good relationship between the Department and the community that it serves; and

WHEREAS, the City of Gulfport receives advertising thru the recruiting and community outreach efforts of the Department; 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 \$930.00 for the purchase of the items identified in the attached request hereto as Exhibit “A & B” serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through the Gulfport Police Department, is hereby authorized to expend municipal funds in the amount of \$930.00, payable in payment to the entity/ies listed on the attached requests to purchase.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2019.

(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 _____, 2019.

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: January 22, 2019

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

The Gulfport Police Department frequently engages and participates in activities for the citizens of Gulfport such as parades, community watch programs, community policing activities, summer camps, police explorer programs, as well as various children's groups visiting the police department. These activities occur between February and July 2019.

We are requesting your approval to purchase promotional items to support the above mentioned events such rubber ducks, plastic police badges, and small plush police dogs. The approximate total cost will be \$930.00.

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

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

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

00180

* COMMERCIAL INVOICE *

JMASON



Invoice #: 694415528-01
Date: 1/15/2019
Page #: 1

SOLD TO:

CITY OF GULFPORT
PO BOX 1780
GULFPORT, MS 39502

SHIP TO:

GULFPORT POLICE DEPT.
CASSIE NECAISE
2220 15TH ST
GULFPORT, MS 39501

Purchase Order Number		Date Ordered		Date Shipped		Back Orders		Terms	
QUOTE 1/15/19.		1/15/2019				NO		NET 30 DAYS	
Service Representative		Number of Cartons		Weight		Shipped Via			
				LBS					
Item Number	Order Qty	Ship Qty	Description					Unit Price	Ext. Amount
1D-16/1294	120 DZ	120	LAW ENFORCING RUBBER DUCKIES					5.35	642.00
			ORIGIN: CN TARIFF: 9503.00.0090						
1D-13715886	80 DZ	80	PLASTIC POLICE BADGE					2.71	216.80
			ORIGIN: CN TARIFF: 9503.00.0090						
1D-13724373	3 DZ	3	PLUSH POLICE DOG					21.59	64.77
			ORIGIN: CN TARIFF: 9503.00.0090						
Certified true and correct by									
JOSH MASON									
DATE 01/15/2019									

Call to speak to a customer service representative:

Merchandise	Shipping & Handling	Sales Tax	Total Amount	Certificate/Other	Payments	Balance Due
923.57			923.57			923.57

See Important Sales Tax Information Regarding the Tax You May Owe Directly to Your State on the Reverse Hereof

vv PLEASE DETACH AND RETURN WITH REMITTANCE vv

**** To Insure PROPER Payment to your ACCOUNT, Please Return the COUPON ****

Name: CITY OF GULFPORT

Due Date:

Account: 12680957

Order #: 694415528-01

Balance Due: 923.57

Amount

Paid: \$ _____

Please mail your payment to:

Fun Express, LLC
PO Box 14463
Des Moines, IA 50306

Please do not write below this line. Do not fold, staple, or paper clip this coupon.

0126809573 694415528 01 000000923578



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Mayor's Office

Date: 01/24/2019

Subject: Resolution - authorizing expenditures for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport with respect to the activities of the Mayor's Youth Council, 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 _____, 2019, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE EXPENDITURES FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT WITH RESPECT TO THE ACTIVITIES OF THE MAYOR'S YOUTH COUNCIL, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is proud to sponsor the Mayor's Youth Council (hereinafter, "MYC"), an organization of High School juniors who are attend high school in the Gulfport School District or who are residents of the City of Gulfport and who are selected to serve on the MYC based upon application; and

WHEREAS, the MYC has become an integral part of the face of the City of Gulfport by participating in meaningful ways in numerous City and other publicly and privately sponsored events in and around the City of Gulfport, the Gulf Coast and the State of Mississippi and, in doing so, represents the opportunities, possibilities and resources of the City of Gulfport; and

WHEREAS, the MYC promotes the City of Gulfport at the Mississippi Municipal League Youth Retreat and Summer Conference, Tim Tebow's Night to Shine Event, City of Gulfport Daddy/Daughter Dance and numerous other community events; and

WHEREAS, the City desires to support the work of the Mayor's Youth Council and assist with costs associated with the work of the MYC which advertises and promotes the City of Gulfport and the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to show appreciation to the MYC and their work in and for the City of Gulfport and, at the same time, promote the City of Gulfport to individuals from around the State of Mississippi; 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 expenditures of up to \$5,000.00 for the benefit and in support of the Mayor's Youth Council to cover the costs associated with their activities in our community and across the State of Mississippi serve the purposes of advertising and bringing into favorable notice the opportunities,

possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the amount of up to Five thousand Dollars (\$5,000.00) for the benefit and in support of the Mayor's Youth Council to cover the costs associated with their activities in our community and across the State of Mississippi to advertise and promote 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 _____, 2019.

(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 _____, 2019.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Leisure Services

Date: 01/24/2019

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 Krewe of Gemini Mardi Gras Parades, 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 _____, 2019, 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 KREWE OF GEMINI MARDI GRAS PARADES, AND FOR RELATED PURPOSES

WHEREAS, the Gulfport based Krewe of Gemini, which is enjoying its 50th Anniversary, will once again hit the streets of Gulfport, Mississippi, on Mardi Gras weekend of 2019; and

WHEREAS, the City of Gulfport receives valuable advertising thru the advance public relations and press coverage afforded these annual parades, which attract tens of thousands to downtown Gulfport each year during the Saturday Day and Tuesday Night parades; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising of 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 \$840.00 to the Krewe of Gemini in support of the 2019 Mardi Gras Weekend parades 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, via special check, if necessary, municipal funds in the amount of Seven Hundred and Fifty Dollars (\$840.00) payable to the Krewe of Gemini to be used to advertise the 2019 Krewe of Gemini Mardi Gras parades 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 _____, 2019.

(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 _____, 2019.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Elizabeth MacMillan, Office Manager
Leisure Services

Date: 01/23/2019

Subject: Resolution - approving the temporary closure of municipal right of way for the Susan G. Komen Gulf Coast Race for the Cure to be held on September 7, 2019, 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 _____, 2019, the following Resolution:

**A RESOLUTION TO APPROVE THE TEMPORARY CLOSURE OF MUNICIPAL
RIGHT OF WAY FOR A LIMITED PERIOD FOR A PUBLIC PURPOSE OR EVENT,
AND FOR RELATED PURPOSES**

WHEREAS, Miss. Code Ann. § 21-19-15 provides that “[t]he governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality and to prevent injury to, destruction of, or interference with public or private property”; and

WHEREAS, pursuant, therefore to Miss. Code Ann. § 21-19-15 and numerous Mississippi Attorney General opinions concerning the same, the City of Gulfport, Mississippi, may temporary close a municipal right of way for public purposes and/or public events, in order to preserve “good order” and prevent damage to public or private property, so long as alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, from time to time, public events are held around the City, including the event which is the subject of the street closure request letter/memo attached hereto as Exhibit A, which require temporary closure of a public street in order to preserve “good order” and prevent damage to public or private property and where alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, the street closure request letter/memo contains specific and necessary information regarding the portion of public rights of way to be closed temporarily, and the date/s and time/s of said closure so as to allow the City to make an informed decision about the need for the closure; and

WHEREAS, the Mayor and City Council are of the opinion that the right of way closure requested in Exhibit “A” hereto is in the best interest of the City so as to preserve “good order” and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas are available to the public.

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

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

SECTION 2. That the portion of street identified in Exhibit “A” hereto shall be closed for the date/times identified in Exhibit “A” (or for other city approved date/times as may be required due to rescheduling of the event due to weather or other unforeseen circumstances) in order to preserve “good order” and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas shall be made available to the public.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted,
this the _____ day of _____, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2019.

MAYOR



DEPARTMENT OF
LEISURE SERVICES

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

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

To: Mayor Billy Hewes
Dr. John Kelly, CAO
City Council

From: Gus Wesson,
Director, City of Gulfport Dept of Leisure Services

Date: January 24, 2019

Re: Letter requesting Road Closure for Susan G. Komen Gulf Coast Race for the Cure 2019

The Susan G. Komen Gulf Coast Race for the Cure is scheduled for Saturday, September 7th, 2019. The event organizers for the 2019 Gulf Coast Race for the Cure request permission from Council for a road closure at the following location and time for their event:

Close 13th Street north of the Post Office from 25th Avenue east to 24th Avenue from 6:30am until 11:30am

The remaining route will be open and runners and walkers will share the road with cars and officers will be posted at strategic locations along the route. The remaining route heads north on 24th Avenue; turns east on 15th Street; turns north onto 20th Avenue; heads east on 2nd Street to Jones and turns around at Jones and comes back to 13th Street for the finish line. This route has been approved by the Gulfport Police Department in the special event permit application packet.

Please see the attached letter of request from Catherine Young, the event organizer for the Gulf Coast Race for the Cure 2019 and also attached is the walk/run route. This event has been through the special event permit application process and been approved; approval form is also attached.

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

Gus Wesson



Board of Directors

Raphael McInnis
Board President

Michael Davis
Vice President

Elaine Hare
Ex-Officio
Chief Executive Officer

Danielle Bowlin
Treasurer

Gretchen Reaves
Secretary

Ormonde DeAllaume
Compliance Officer

John Anthony
At-Large

Christy Moore
At-Large

Sandi East
At-Large

Tammy Burnett
At-Large

Karen Sock
At-Large

Barbara Bowman
At-Large

Barbara Craft, MD
At-Large

Rochelle Ward, NP
At-Large

Vickie Blevins
At-Large

Sophia Cole
At-Large

Leslie Daniels
At-Large

Nikki Huffman
At-Large

Melody McAnally
At-Large

Janice Nazario, MD
At-Large

Pooja Shah
At-Large

Lekesha Williams
At-Large

William Winstead
At-Large

Lorraine Wolfe
At-Large

January 17, 2019

City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

Dear Honorable Mayor Hewes and City Council Members,

Susan G. Komen Gulf Coast Race for the Cure is scheduled for Saturday, September 7, 2019 in Jones Park. This fundraising event allows us to provide real time support for women and men facing this disease on the Mississippi Gulf Coast. We would like to ask the City of Gulfport to allow us to close the following streets from 6:30 a.m. to 11:30 a.m. to host this event and allow time for runners and walkers to participate in this 5K.

- Road closure on 13th Street between 25th Avenue to 24th Avenue and in front of the Post Office.

For over nineteen years, legacy Komen Central Mississippi Steel Magnolias has been making an impact on our promise to save lives and end breast cancer forever in Mississippi. Since merging our efforts and operations with Memphis Mid-South together we have invested over \$14 million in direct grants to local health care providers to fund lifesaving screening mammograms, diagnostic and treatment and over \$3.8 million in ground breaking research. However, 40,000 people still lose their lives to breast cancer each year. Susan G. Komen has always believed that where you live should not determine whether you live, and for decades Komen and its network of Affiliates has worked to level the playing field for medically underserved populations. With our BOLD goal to reduce the number of breast cancer deaths in the U.S. by 50% by 2026, we will step up our fight to ensure that all people—especially the most vulnerable among us—have access to and utilize high quality breast cancer care. And, our commitment to the most promising, innovative and meaningful research will never waver. We will not stop until every woman and man with breast cancer can be told: “There is hope – and help – for you.” With your help, we are taking a BOLD leap forward to meet this goal. We will continue to fund research that saves the lives of Mississippians affected by breast cancer and achieve breakthroughs that will lead us to the cures. Only together can we make the impact we need to meet our BOLD goal and fight this disease. We would love to Paint Gulfport Pink!

Thank you for your continued support and we invite the City of Gulfport to join us on September 7th.

Sincerely,

Catherine Young
Senior Vice President

Susan G Komen values your contributions and manages funds wisely. We are accredited by the Better Business Bureau and have a charity navigator rating of 4 stars. You can take pride in knowing that 100% of funds raised will be used in the fight against breast cancer.

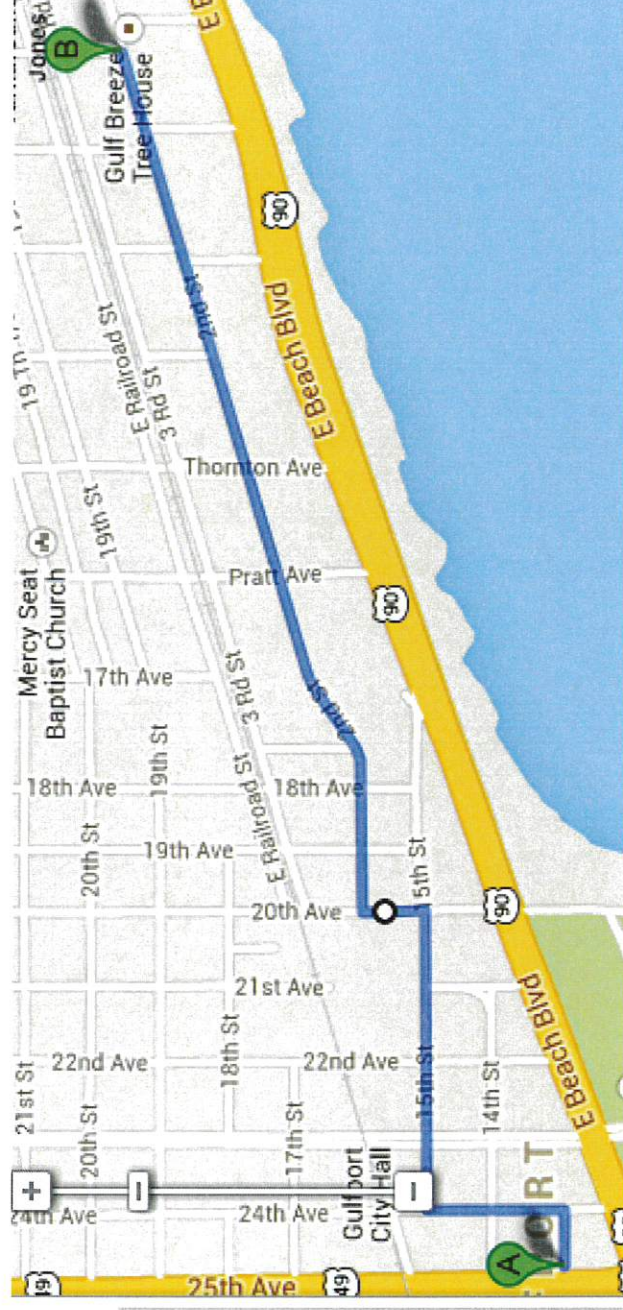


Saturday, September 8, 2018
8:00 a.m.
Jones Park, Gulfport
On-Street Parking in Downtown Gulfport



Certification: MS14009MS

Start – 13th near Post Office
 East onto 13th
 Left onto 24th
 Right onto 15th
 Left onto 20th
 Right onto 2nd
 Turn Around at Jones
 Left onto 20th
 Right onto 15th
 Left onto 24th
 Right onto 13th **To Finish**



Department	LEISURE SERVICES	
Reviewing Director	Gus Wesson	
Recommendation	☒ Approve As Is ☐ Approve with Changes (see notes) ☐ Not Recommended (see notes)	
Projected Cost for Department	\$800.00	
Notes Rental fee for use of West End Area of Jones Park = \$800; event promoter must sign/date the contract; must sign And date the hold harmless agreement; event promoter must provide certificate of liability insurance coverage, naming The COG as additional insured in the amount of \$1million; will have on site meeting with event promoter to discuss layout; Event promoter will be responsible to provide restrooms for her event; all trash cleanup and removal of trash following Event and must supply all furnishings for event. Also, road closure request for 13 th Street between 25 th and 24 th Avenues Must go before council for approval.		
Date Application Received by Dept: <u>12/27/2018</u>	Gus Wesson	12/27/2018
Date Completed/Forwarded: <u>12/27/2018</u>	Directors Signature	Date of Signature

Department	HARBOR	
Reviewing Director		
Recommendation	☐ Approve As Is ☐ Approve with Changes (see notes) ☐ Not Recommended (see notes)	
Total Projected Cost for City of Gulfport	\$	
Notes		
Date Application Received by Dept: _____		
Date Completed/Forwarded: _____	Directors Signature	Date of Signature

Department	POLICE DEPARTMENT	
Reviewing Director	Chief Papania	
Recommendation	☒ Approve As Is ☐ Approve with Changes (see notes) ☐ Not Recommended (see notes)	
Projected Cost for Department	\$702.00	
Notes: The roadway will remain open throughout the event excluding 13 th Street between Hwy 49 and 24 th Avenue (staging area). This section of roadway will close at 0430 hours with the assistance of on duty officers. Five (5) officers will work the event beginning at 0800 hours until noon and will be located strategically along the event route. The event Organizer will advise participants that the roadway is open for vehicular traffic and runners / walkers should use caution While crossing intersections along the route. 13 th Street will reopen immediately following the event.		
Date Application Received by Dept: _____	Leonard J. Papania	January 2, 2019
Date Completed/Forwarded: _____	Directors Signature	

Department	FIRE DEPARTMENT	
Reviewing Director	Chief Beyerstedt	
Recommendation	☒ Approve As Is ☐ Approve with Changes (see notes) ☐ Not Recommended (see notes)	
Projected Cost for Department	\$0	
Notes		
Will cover the event with on duty personnel.		
Date Application Received by Dept: <u>1/8/2019</u>	MDB Directors Signature	1/8/2019
Date Completed/Forwarded: <u>1/8/2019</u>		Date of Signature

Department	PUBLIC WORKS	
Reviewing Director	Wayne Miller	
Recommendation	☒ Approve As Is ☐ Approve with Changes (see notes) ☐ Not Recommended (see notes)	
Projected Cost for Department	\$0	
Notes		
Date Application Received by Dept: <u>01/08/2019</u>	Wayne Miller Directors Signature	01/08/2019
Date Completed/Forwarded: <u>01/08/2019</u>		Date of Signature

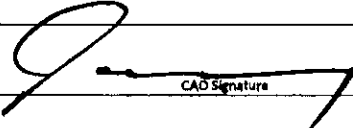
Department	URBAN DEVELOPMENT/BUILDING CODE	
Reviewing Director	Greg Pietrangelo	
Recommendation	☒ Approve As Is ☐ Approve with Changes (see notes) ☐ Not Recommended (see notes)	
Projected Cost for Department	\$	
Notes		
Date Application Received by Dept: <u>12/27/18</u>	Greg Pietrangelo Directors Signature	12/27/18
Date Completed/Forwarded: <u>12/27/18</u>		Date of Signature

Department	GENERAL FINANCE	
Reviewing Director		
Recommendation	☐ Approve As Is ☐ Approve with Changes (see notes)	
	☐ Not Recommended (see notes)	
Total Projected Cost for City of Gulfport	\$	
Notes		
Date Application Received by Dept: _____		
Date Completed/Forwarded: _____	Directors Signature	Date of Signature

Department	MAIN STREET ASSOCIATION	
Reviewing Director	Laurie J. Touns	
Recommendation	☒ Approve As Is ☐ Approve with Changes (see notes)	
	☐ Not Recommended (see notes)	
Projected Cost for Department	\$	
Notes		
Date Application Received by Dept: <u>1.2.19</u>		
Date Completed/Forwarded: <u>1.2.19</u>	Laurie J. Touns Directors Signature	<u>1.2.19</u> Date of Signature

Department	LEGAL DEPARTMENT	
Reviewing Director	Margaret Murdock	
Recommendation	☐ Approve As Is ☒ Approve with Changes (see notes)	
	☐ Not Recommended (see notes)	
Projected Cost for Department	\$00.00	
Notes		
See Leisure Services notes.		
Date Application Received by Dept: <u>122718</u>		
Date Completed/Forwarded: <u>010319</u>	Margaret Murdock Directors Signature	<u>010319</u> Date of Signature

Department	FINANCE	
Reviewing Director		
Recommendation	☒ Approve As Is ☐ Approve with Changes (see notes) ☐ Not Recommended (see notes)	
Total Projected Cost for City of Gulfport	\$	
Notes		
Date Application Received by Dept: 12/27/2018	Linda Elias	12/27/2018
Date Completed/Forwarded: 12/27/2018	Directors Signature	Date of Signature

Chief Administrative Officer		
Recommendation	☐ Approve As Is ☐ Approve with Changes (see notes) ☐ Not Recommended (see notes)	
Total Projected Cost for City of Gulfport	\$	
Notes		
Date Application Received by Dept: _____	 CAO Signature	1/15/19 Date of Signature
Date Completed/Forwarded: _____		

Routing Instructions. The Original Application must be routed in hardcopy:

1. Completed Application received by Leisure Services
2. Leisure Services evaluates for Departmental Impact and forwards
3. Harbor evaluates for Departmental Impact and forwards
4. Police Department evaluates for Departmental Impact and forwards
5. Fire Department evaluates for Departmental Impact and forwards
6. Public Works evaluates for Departmental Impact and forwards
7. Urban Development evaluates for Departmental Impact and forwards
8. General Finance evaluates for Departmental Impact and forwards
9. Main Street Association evaluates for Departmental Impact and forwards
10. Legal Department evaluates for Departmental Impact and forwards
11. Finance evaluates for Departmental Impact and forwards
12. CAO evaluates and returns Application to Leisure Services for determination with Applicant
13. Leisure Services coordinates Council review of any needed matters (i.e. road closures, etc.)

Each Department has two working days to complete the Application Review; extensions must be granted by the CAO.



SPECIAL EVENT PERMIT APPLICATION

THE CITY OF GULFPORT OFFICE OF SPECIAL EVENTS

The City of Gulfport is committed to promoting responsible economic development and entertainment, preserving our heritage, enhancing our quality of life, and creating a better community for our families. The City of Gulfport operates a number of facilities/properties and at each one the following standards will be upheld to include all applicable City Ordinances, State and Federal laws.

SUMMARY OF EVENT

Event Title: Gulf Coast Race for the Cure

Description

(This should be promotional in nature and can not exceed visible area)

Susan G. Komen Race for the Cure is the largest series of 5K runs/fitness walks in the world. This event raises significant funds and awareness for the fight against breast cancer. Through this event the affiliate is able to provide real time support for women and men along the coast through free screening mammograms, treatment, medication assistance and various support services.

Clear Entire Form

Admission

How many points of entry: 1 Entry Times: Setup 4:30 a.m., General Admission 7:30 a.m.

Cost per person- Adult: 25 Child: 15 VIP: _____ Proof of payment: Other ☒

Open or Closed Event: Open If a closed event, times closed: _____

Are attendees subject to a weapons search? No ☒ Screening for weapons: No ☒

If screening for weapons, how will this be conducted:

Comments:

Event Category

☒ Athletic/Recreation

☐ Concert/Performance

☐ Circus

☐ Exhibits/Misc.

☐ Farmer/Outdoor Market

☐ Carnival

☐ Festival/Celebration

☐ Museum Special Attraction

☐ Parade/Procession/March

☐ Dance

Anticipated Attendance

Total: 500

Per Day: 1

Anticipated Participants

Total: 500

Per Day: 1

Setup

Event Starts

Event Ends

Dismantle

Date
Friday, September 6, 2019
Saturday, September 7, 2019
Saturday, September 7, 2019
Saturday, September 7, 2019

Time
Morning
8:30 a.m.
12:00 p.m.
2:00 p.m.

LOCATION:

Location

Description

West end of Jones Park close to Hwy 90

SUMMARY OF EVENT

CONTACTS

Host Organization Susan G. Komen Memphis Mid-South Mississippi

Professional Organizer Susan G. Komen Memphis Mid-South Mississippi

Primary Contact Name: Catherine Young, Sr. Vice President

(Required) Phone Number 6019400684

Secondary Contact Name: Elaine Hare, CEO

(Required for internal use only) Phone Number 9017578686

Other Contact Name:

(If different than Primary Contact) Phone Number

Other Contact Name:

(If different than Primary Contact) Phone Number

Web Address www.komenmemphisms.org

Yes No

☒ ☐ Is this an annual event? How many years have you been holding this event? 6

☐ ☒ Were there any problems at the last event? If so, please list:

How many people attended the last event? 286

Where was the last time the event was held? Jones Park

Please list a reference or contact information of a person you dealt with from the last city administration:

Brittany Dyess

☐ ☒ Is your event part of a larger marketing campaign (i.e. Harbor Fest, Cruisin the Coast, Music Fest etc.)? If yes, please list:

APPLICANT AND HOST ORGANIZATION INFORMATION

A written communication from the Chief Officer of the Host Organization authorizing the applicant and/or professional event organizer to apply for this Special Event Permit on their behalf must be submitted with your permit application.

Host Organization Susan G. Komen Memphis Mid-South Mississippi

Chief Officer of Host Organization Catherine Young

Applicant Name Catherine Young

Address P.O. Box 16451

City Jackson

State MS

Zip Code 39236

Telephone: Day 6019323999

Evening _____

Fax _____

Cell 6019400684

Please list any professional event organizer, event service provider, or commercial fund-raiser hired by you that is authorized to work on your behalf to plan, produce and/or manage your event.

Applicant Name _____

Address _____

City _____

State _____

Zip Code _____

Telephone: Day _____

Evening _____

Fax _____

Cell _____

ORGANIZATION STATUS/PROCEEDS/REPORTING

Yes No



Is the Host Organization a commercial entity?



Is the Host Organization a bona fide tax exempt, nonprofit entity? If yes, you must attach your IRS 501(C) tax exemption letter providing proof and certifying your current tax exempt, nonprofit status.



Are vendor or other fees required?

If yes please provide amounts:

\$65,000

Estimated gross receipts including ticket, entry, vendor, product and sponsorship sales from this event.

Please explain how this amount was computed:

Sponsorships and registration fees

\$9,500

Estimated expenses for this event.

\$65,500

What is the projected distribution or net dollar amount the Host Organization will receive from this event?



Do you have a State Tax ID Number? If yes, what is the number? 025-41848-4

SITE PLAN/ROUTE

Your event site plan/route map should be submitted in blueprint or CAD format and include but not be limited to:

- ☐ An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves amoving route of any kinds, indicate the directions of travel and street or lanes closures.
- ☐ The locations of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- ☐ The provision of minimum twenty foot (20') emergency access lanes throughout the event venue.
- ☐ The location of first aid facilities and ambulances.
- ☐ The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, Carnival rides and other temporary structures.
- ☐ A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills
- ☐ Generator locations and/or source of electricity.
- ☐ Placement of vehicles and/or trailers.
- ☐ Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- ☐ Identification of all event components that meet accessibility standards.
- ☐ Other related event components not listed above.

NARRATIVE

Please provide a narrative and time-line of your event. You may provide this information as an attachment if necessary.

The event will begin with setup occurring on Friday morning with tents, porta lets, coke trailer. At about 4:30 a.m. Saturday morning remaining tents, tables, chairs, and booths will be setup. The planning committee and staff will be onsite during this time and volunteers from around the area will begin to arrive by 6:30 a.m. Registration will open for onsite registration at 7:30 a.m. A warm up and announcements will occur between 7:30 a.m. - 8:30 a.m. at approximately 8:45 a.m. participants will cross hwy 90 to the start line in front of the post office, the race will begin around 9:00 a.m. Once runners/walkers return to Jones Park awards will be distributed and cleanup of grounds will begin. The coke trailer will be picked up Monday morning.

SECURITY

Yes No

☐ ☒ Have you hired a licensed professional security company to develop and manage your event's security plan? If yes, you are required to provide a copy of the security company's bonding license issued by the State of Mississippi.

☐ ☐ On site supervisor: Name and phone #: _____

Security Organization _____

Address _____

City _____

State _____

Zip Code _____

Telephone: Day _____

Evening _____

Fax _____

Cell _____

License / Bond # _____

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application.

See attached plan ☐

MEDICAL

Yes No

☐ ☒ Have you hired a licensed professional emergency medical services provider to develop and manage your event's medical plan? If yes, please complete following medical fields

☐ ☐ On site supervisor: Name and phone #: _____

Medical Services Provider _____

Address _____

City _____

State _____

Zip Code _____

Telephone: Day _____

Evening _____

Fax _____

Cell _____

Please describe your medical plan including your communications plan, the number, certification levels (MD, RN, Paramedic, EMT) and types of resources that will be at your event and the manner in which they will be managed and deployed. Your plan should include hours of setup and dismantle of medial aid area. You may attach the plan to this application if necessary.

We will have a volunteer Nurse Practitioner who is part of the board. We will also have AMR on standby for the event.

See attached plan ☐

ACCESSIBILITY

This checklist is intended to serve as a planning guideline and may not be inclusive of all City, County, State and Federal access requirements. You may attach more detailed information if necessary.

Yes No

☒ ☐ Will there be a Clear Path of Travel throughout your event venue? Please describe.
There will be an open path throughout the village between tents for easy access. The race route will be clearly marked with turn and spirit signs

☐ ☒ Have you developed a Disable Parking and/or Transportation Plan (including the use of public transportation or shuttle services) for your event? Please describe.

☒ ☐ Will a minimum of 10% of portable rest rooms at your event be accessible? Please describe.
We will rent appropriate number of portable restrooms

☒ ☐ Will all food, beverage and vending areas be accessible? Please describe
We will have water, cokes and snack items in the village and water on the race route

☒ ☐ Will all signage be provided in highly contrasting colors and placed so pedestrian flow will not obstruct its visibility? Please describe

☒ ☐ Will a Public Announcement (PA) System be used to broadcast announcements, locate parents of missing children, etc? Please describe.
We will utilize a small AV system to make announcements

☒ ☐ If an Information center is provided at your event will customer service representatives be available to assist disabled individuals? Please describe
Volunteers will be on site to assist anyone with disabilities

☒ ☐ If all areas of your event venue can not be made accessible will maps or programs be made available to show the location of accessible rest room, parking, drinking fountain, and first aid station? Please describe

PARKING AND SHUTTLE PLAN

Yes No

☒ ☐ Will your event involve the use of a parking and/or shuttle plan? If yes, please describe or provide an attachment of your plan.
All distributed information will note that participants need to park in designated areas only and not park in the harbour parking area.

See attached plan ☐

SAFETY

Yes No

- ☐ ☒ Will your event involve the use of traffic safety equipment? If yes, please list:

Equipment Company _____

Address _____

City _____ State _____ Zip Code _____

Telephone: Day _____ Evening _____ Fax _____ Cell _____

Equipment Setup: Date _____ Time _____

Equipment Pickup: Date _____ Time _____

ENTERTAINMENT AND RELATED ACTIVITIES

Yes No

- ☒ ☐ Are there any musical entertainment features related to your event? If yes, complete the following information or provide an attachment listing all bands/performers, type of music, sound check and performance schedule.

Number of Stages 1

Number of Performers/Bands 0

Performer/Band name and music type music over the AV or from our Radio Sponsor Alpha Media

- ☒ ☐ Will sound checks be conducted prior to the event?

If yes, Start time 6:30 a.m. Finish time 7:00 a.m.

- ☒ ☐ Will sound amplification be used?

If yes, Start time 7:30 a.m. Finish time 11:30 a.m.

Please describe the sound equipment that will be used for your event

microphone and speakers

- ☒ ☐ Will inflatables, hot air balloons or similar devices be used at your event?

If yes, please describe

inflatables for kids area

- ☐ ☒ Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?

If yes, please describe

- ☒ ☐ Will your event include the use of any signs, banners, decorations, or special lighting?

If yes, please describe

Signs and banners

- ☐ ☒ Do your event plans include any casino games, bingo games, drawings or lottery opportunities?

If yes, please describe

ALCOHOL

Yes No

☐ ☒ Does your event involve the use of alcoholic beverages?

If yes, please check all that apply:

- ☐ Free Alcohol
- ☐ No Alcohol will be permitted on site
- ☐ Brown Bag / Carry in
- ☐ Alcohol sales by Event Promoter
- ☐ 3rd Party Vendor

Type

- ☐ Beer
- ☐ Beer and Wine
- ☐ Beer, Wine and Distilled Spirits

ABC Permit # _____

Date your event met ABC Approval: _____

Approved by: _____

Please describe your plan to ensure the safe sale or distribution of alcohol at your event:

FOOD CONCESSIONS OR PREPARATION

Yes No

☐ ☒ Does your event include food concession and/or preparation areas?

If yes, please describe how food will be served and /or prepared:

☐ ☒ Do you intend to cook food in the event area?

If yes, please specify method:

- ☐ Gas
- ☐ Electric
- ☐ Charcoal
- ☐ Other (specify): _____



CONCESSIONAIRE

Yes No

- ☐ ☒ Will items or services be sold at your event?

If yes, please describe or attach a complete list of vendors and include a sample of the vendor pass that will be used.

- ☐ ☒ Will items or services sold at your event present unique liability issues (e.g. body piercing, massage, animal rides, etc.)?

If yes, please describe or attach a complete list of vendors.

Complete list of vendors attached ☐

- ☐ ☒ Do you intend for you or your vendor to sell / giveaway adult novelties or paraphernalia commonly used to ingest illegal substances?

PORTABLE REST ROOMS

You are required to provide portable rest room facilities at your event, unless you can substantiate the sufficient availability of both ADA accessible and nonaccessible facilities in the immediate area of the event site which will be available to the public during your event.

Yes No

- ☒ ☐ Do you plan to provide portable rest room facilities at your event?

If yes: Total number of portable toilets. 4

Number of ADA accessible portable toilets. 1

If no: Please explain:

Rest Room Company: WastePro

Address _____

City _____ State _____ Zip Code _____

Telephone: Day 228-697-44 Evening _____ Fax _____ Cell _____

Equipment Setup: Date September 6 Time _____

Equipment Pickup: Date September 9 Time _____

SANITATION AND RECYCLING

Number of Trash Cans with Lids _____

Number of Dumpsters with Lids _____
(One for every increment of 400 people)

Number of Recycling Containers _____

Sanitation Company: _____

Address _____

City _____ State _____ Zip Code _____

Telephone: Day _____ Evening _____ Fax _____ Cell _____

Equipment Setup: Date _____ Time _____

Equipment Pickup: Date _____ Time _____

Please describe your plan for cleanup and removal of recyclable goods, waste and garbage during and after your event.

Will utilize city trash cans and dumpster

MITIGATION OF IMPACT

Yes No

- ☐ ☒ Is there anything about your event that may cause issues to local residents / businesses in proximity to your event? Please explain:

- ☐ ☒ Have you met with the residents, businesses, places of worship, schools and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities.

If no, please explain:

- ☐ ☒ Do you have a sample of the notice that you propose to distribute two weeks prior to your event? If yes, please attach.

If no, please explain:

MARKETING AND PUBLIC RELATIONS

Yes No

- ☒ ☐ Will this event be marketed, promoted, or advertised in any manner? If yes, please describe:

Print, Radio, TV and billboards

- ☒ ☐ Will there be live media coverage during the event? If yes, please describe:

Media notice will be sent but TV station not guaranteed

- ☒ ☐ Will media vehicles be parked within the event venue? If yes, please describe safety plan:

We will have spots marked for media

- ☒ ☐ Do you have a plan to control or limit the placement and/or distribution of promotional signage, stickers, and other items? If yes please describe:

List of targeted businesses

INSURANCE

Name of Insurance Agency: Locton Company

Address _____

City _____

State _____

Zip Code _____

Telephone: Day _____

Evening _____

Fax _____

Cell _____

Contact Name: _____

Policy Type: _____

Policy Amount: _____

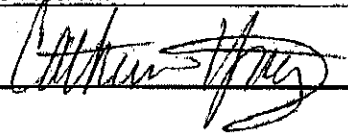
Policy Number: issued upon agreed application

AFFIDAVIT OF APPLICANT

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the City of Gulfport Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager or the City Manager's designee. Applicant agrees to comply with all other requirements of the City, County, State, Unified Port District, MTDB, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. In the event that a possessory interest subject to property taxation is created by virtue of this use permit, I agree to pay all possessory interest taxes and the City shall not be liable for the payment of such taxes. I further agree that the payment of any such taxes shall not reduce any consideration paid to the City pursuant to this use permit. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Gulfport.

Print Name of Applicant/Host Organization Catherine Young, Susan G. Komen Memphis Mid-South Mississippi

Title Sr. Vice President

Signature 

Date 12/19/2018

Print Name of Professional Event Organizer _____

Title _____

Signature _____

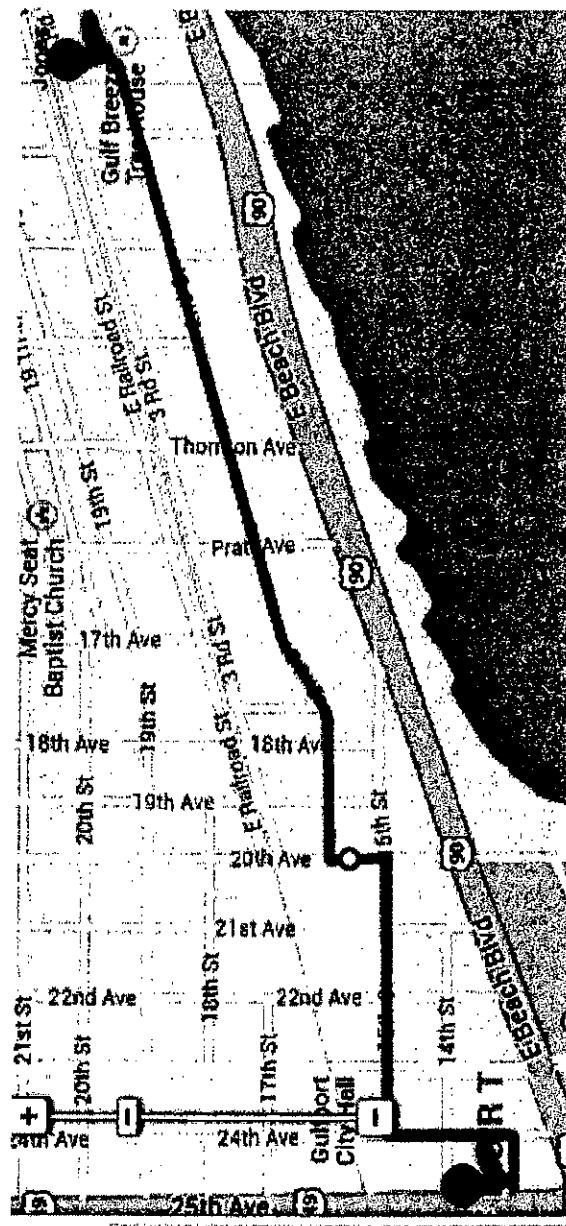
Date _____



8:00 a.m.

Jones Park, Gulfport

On-Street Parking in Downtown Gulfport



Certification: MS14009MS

Start – 13th near Post Office

East onto 13th

Left onto 24th

Right onto 15th

Left onto 20th

Right onto 2nd

Turn Around at Jones

Left onto 20th

Right onto 15th

Left onto 24th

Right onto 13th To Finish



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Elizabeth MacMillan, Office Manager
Leisure Services

Date: 01/23/2019

Subject: Resolution - approving the temporary closure of municipal right of way for the Gulf Coast Heart Walk to be held on September 28, 2019, 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 _____, 2019, the following Resolution:

A RESOLUTION TO APPROVE THE TEMPORARY CLOSURE OF MUNICIPAL RIGHT OF WAY FOR A LIMITED PERIOD FOR A PUBLIC PURPOSE OR EVENT, AND FOR RELATED PURPOSES

WHEREAS, Miss. Code Ann. § 21-19-15 provides that “[t]he governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality and to prevent injury to, destruction of, or interference with public or private property”; and

WHEREAS, pursuant, therefore to Miss. Code Ann. § 21-19-15 and numerous Mississippi Attorney General opinions concerning the same, the City of Gulfport, Mississippi, may temporary close a municipal right of way for public purposes and/or public events, in order to preserve “good order” and prevent damage to public or private property, so long as alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, from time to time, public events are held around the City, including the event which is the subject of the street closure request letter/memo attached hereto as Exhibit A, which require temporary closure of a public street in order to preserve “good order” and prevent damage to public or private property and where alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, the street closure request letter/memo contains specific and necessary information regarding the portion of public rights of way to be closed temporarily, and the date/s and time/s of said closure so as to allow the City to make an informed decision about the need for the closure; and

WHEREAS, the Mayor and City Council are of the opinion that the right of way closure requested in Exhibit “A” hereto is in the best interest of the City so as to preserve “good order” and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas are available to the public.

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

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

SECTION 2. That the portion of street identified in Exhibit “A” hereto shall be closed for the date/times identified in Exhibit “A” (or for other city approved date/times as may be required due to rescheduling of the event due to weather or other unforeseen circumstances) in order to preserve “good order” and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas shall be made available to the public.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted,
this the _____ day of _____, 2019.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2019.

MAYOR



DEPARTMENT OF
LEISURE SERVICES

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

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

To: Mayor Billy Hewes
Dr. John Kelly, CAO
City Council

From: Gus Wesson,
Director, City of Gulfport Dept of Leisure Services

Date: January 23, 2019

Re: Letter requesting Road Closure for Gulf Coast Heart Walk 2019

The Gulf Coast Heart Walk is scheduled for Saturday, September 28th, 2019. The event organizers for the 2018 Gulf Coast Heart Walk request permission from Council for a road closure at the following location and time for their event:

Close Hwy 90 for 30 minutes when the walk starts;
Close 2nd Street from 8:30am until 11:30am to allow for the walkers

The walk will leave Jones Park and proceed across Hwy 90 up to and down 2nd Street and return the same route back to the park. Upon guidance from the Gulfport Police Department, the finish line will be moved this year to the north side of Hwy 90. After completing the walk, groups will then be escorted across Hwy 90 and back into Jones Park.

Please see the attached letter of request from, the event organizer for the Gulf Coast Heart Walk 2018 and also attached is the walk route. This event has been through the special event permit application process and been approved; approval form is also attached.

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

Gus Wesson

2159 E Pass Road Unit A
Gulfport, MS 39507
228.604.5318
Toni.Francis@heart.org



January 16, 2019

Mayor and City Council Members
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502

Dear Mayor and Council,

We are gearing up for another big year of the Gulf Coast Heart Walk scheduled for Saturday, Sept. 28, 2019 at Jones Park. Last year's walk brought in over 4,000 attendees! In preparation for all the walkers, we are asking the City Council for approval of our proposed walk route, permission to close intersection of Highway 90 and 20th Avenue for 30 minutes to allow walkers to cross safely and also a closure of 2nd Street from 8:00am – 10:30am which is the main walk route.

As in all previous years, the walk will leave Jones Park, proceed across Hwy 90, take a right onto 2nd Street, turn around at Evans St. & return the same route back to the park. For safety reasons, the Gulfport Police Department requested that the official Finish Line be on the north side of Highway 90. There, groups will be escorted by police department across Highway 90 and back into the park.

The funds raised through the Gulf Coast Heart Walk go to support community health outreach programs, provide CPR training, public and professional education programs and critical medical research.

We are grateful for your continued support and appreciate your consideration again this year. If I can provide additional information about our organization or about the Heart Walk, please contact me at 228.604.5318 or Toni.Francis@heart.org .

Sincerely,

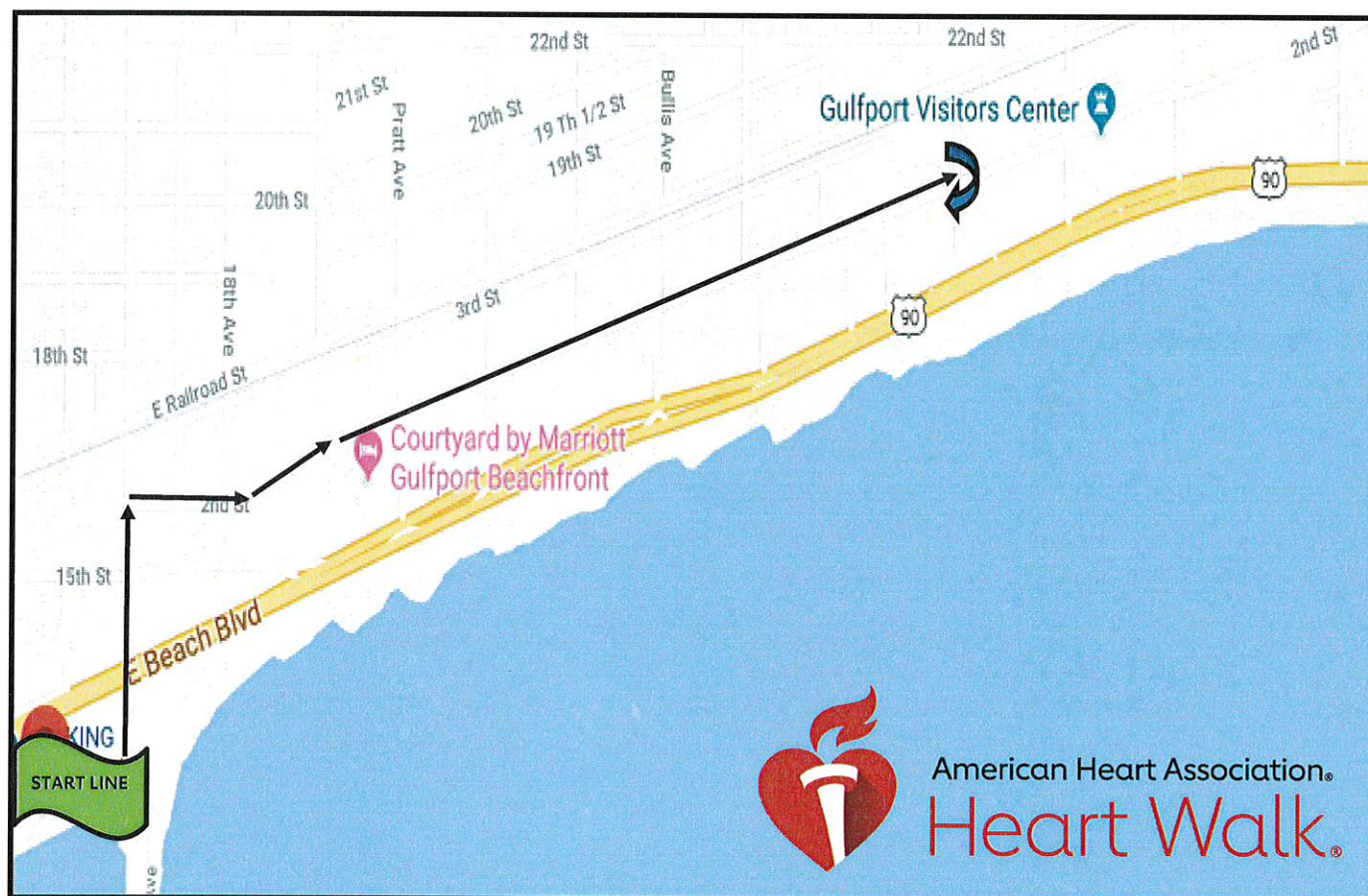
Toni Francis
Development/Event Specialist
Gulf Coast Heart Walk

Cc: Christin LeBoeuf, Vice President
Brittany Rodgers, Clerk of Council

Enclosure: Walk Map

Gulf Coast Heart Walk

2019 Walk Route



EVENT: Gulf Coast Heart Walk

DATE: Saturday, September 28

TIME: 8:00am—11:00am

WALK STARTS: 8:30am

LOCATION: Jones Park, Gulfport, MS

EXPECTED ATTENDANCE: 4000+

DETAILS: The Heart Walk honors survivors of cardiovascular disease and stroke in our community. There will be activities including a kids zone, CPR demos, a fitness challenge, and healthy snacks.

ROUTE: The walk will leave Jones Park, proceed across Hwy 90, take right on 2nd Street, turn around at Evans St. & return the same route back to the park.



SPECIAL EVENT PERMIT APPLICATION

THE CITY OF GULFPORT OFFICE OF SPECIAL EVENTS

The City of Gulfport is committed to promoting responsible economic development and entertainment, preserving our heritage, enhancing our quality of life, and creating a better community for our families. The City of Gulfport operates a number of facilities/properties and at each one the following standards will be upheld to include all applicable City Ordinances, State and Federal laws.

SUMMARY OF EVENT

Event Title: Gulf Coast Heart Walk 2019

Description

(This should be promotional in nature and can not exceed visible area)

The 2019 Gulf Coast Heart Walk will honor survivors of cardiovascular disease and stroke in our community. Enjoy FREE activities like a kids zone, cpr demo and healthy snacks. Activities begin at 7:30am and the walk kicks off at 9am Saturday, Sept. 28 at Jones Park in Gulfport, MS

Admission

How many points of entry: Open Entry Times: _____

Cost per person: Adult: Free Child: Free VIP: Free Proof of payment: _____

Open or Closed Event: _____ If a closed event, times closed: _____

Are attendees subject to a weapons search? _____ Screening for weapons: _____

If screening for weapons, how will this be conducted:

Comments:

Event Category

☒ Athletic/Recreation

☐ Concert/Performance

☐ Circus

☐ Exhibits/Misc.

☐ Farmer/Outdoor Market

☐ Carnival

☒ Festival/Celebration

☐ Museum Special Attraction

☐ Parade/Procession/March

☐ Dance

Anticipated Attendance

Total: 4,000

Per Day: 4,000

Anticipated Participants

Total: 4,000

Per Day: 4,000

Setup

Event Starts

Event Ends

Dismantle

Date
Friday, Sept. 27
Saturday, Sept. 28
Saturday, Sept. 28
Saturday, Sept. 28

Time
9am - 2pm
7:30am
11am
11am - 12pm

LOCATION

Large green space in Jones Park

Location

Description

SUMMARY OF EVENT

CONTACTS

Host Organization American Heart Association

Professional Organizer

Primary Contact

(Required)

Name: Toni Francis

Phone Number (228) 604-5318

Secondary Contact

(Required for internal use only)

Name: Christine LeBouf

Phone Number (228) 604-5307

Other Contact

(If different than Primary Contact)

Name: _____

Phone Number _____

Other Contact

(If different than Primary Contact)

Name: _____

Phone Number _____

Web Address

www.gulfcoastheartwalk.org

Yes No



Is this an annual event? How many years have you been holding this event? _____



Were there any problems at the last event? If so, please list: _____

How many people attended the last event?

Where was the last time the event was held? _____

Please list a reference or contact information of a person you dealt with from the last city administration:



Is your event part of a larger marketing campaign (i.e. Harbor Fest, Cruisin the Coast, Music Fest etc.)? If yes, please list:

APPLICANT AND HOST ORGANIZATION INFORMATION

A written communication from the Chief Officer of the Host Organization authorizing the applicant and/or professional event organizer to apply for this Special Event Permit on their behalf must be submitted with your permit application.

Host Organization American Heart Association

Chief Officer of Host Organization Christin LeBouf

Applicant Name Toni Francis

Address 2159 E. Pass Rd., Suite A.

City Gulfport State MS Zip Code 39507

Telephone: Day (228) 804-5318 Evening _____ Fax _____ Cell (769) 798-5720

Please list any professional event organizer, event service provider, or commercial fund-raiser hired by you that is authorized to work on your behalf to plan, produce and/or manage your event.

Applicant Name _____

Address _____

City _____ State _____ Zip Code _____

Telephone: Day _____ Evening _____ Fax _____ Cell _____

ORGANIZATION STATUS/PROCEEDS/REPORTING

Yes No

- ☐ ☒ Is the Host Organization a commercial entity?
- ☒ ☐ Is the Host Organization a bona fide tax exempt, nonprofit entity? If yes, you must attach your IRS 501(C) tax exemption letter providing proof and certifying your current tax exempt, nonprofit status.
- ☐ ☒ Are vendor or other fees required?
If yes please provide amounts:

\$300k Estimated gross receipts including ticket, entry, vendor, product and sponsorship sales from this event.

Please explain how this amount was computed:

Donations and sponsorships for entire Gulf Coast Heart Walk.

\$10k Estimated expenses for this event.

\$290k What is the projected distribution or net dollar amount the Host Organization will receive from this event?

☐ ☒ Do you have a State Tax ID Number? If yes, what is the number? _____

SITE PLAN/ROUTE

Your event site plan/route map should be submitted in blueprint or CAD format and include but not be limited to:

- ☐ An outline of the entire event venue including the names of all streets or areas that are part of the venue and the surrounding area. If the event involves moving route of any kinds, indicate the directions of travel and street or lanes closures.
- ☐ The locations of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- ☐ The provision of minimum twenty foot (20') emergency access lanes throughout the event venue.
- ☐ The location of first aid facilities and ambulances.
- ☐ The location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, Carnival rides and other temporary structures.
- ☐ A detail or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills
- ☐ Generator locations and/or source of electricity.
- ☐ Placement of vehicles and/or trailers.
- ☐ Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
- ☐ Identification of all event components that meet accessibility standards.
- ☐ Other related event components not listed above.

NARRATIVE

Please provide a narrative and time-line of your event. You may provide this information as an attachment if necessary.

Please see attachments.

SECURITY

Yes No

- ☐ ☒ Have you hired a licensed professional security company to develop and manage your event's security plan? If yes, you are required to provide a copy of the security company's bonding license issued by the State of Mississippi.

☐ ☐ On site supervisor: Name and phone #: _____

Security Organization _____

Address _____

City _____ State _____ Zip Code _____

Telephone: Day _____ Evening _____ Fax _____ Cell _____

License / Bond # _____

Please describe your security plan including crowd control, internal security or venue safety, or attach the plan to this application.

The AHA plans to hire off duty officers or private security to park cars and watch parking lots.

See attached plan ☐

MEDICAL

Yes No

- ☒ ☐ Have you hired a licensed professional emergency medical services provider to develop and manage your event's medical plan? If yes, please complete following medical fields

☐ ☐ On site supervisor: Name and phone #: _____

Medical Services Provider American Medical Response

Address 12020 Intraplex Parkway

City Gulfport State MS Zip Code 39503

Telephone: Day (228) 897-1191 Evening _____ Fax _____ Cell _____

Please describe your medical plan including your communications plan, the number, certification levels (MD, RN, Paramedic, EMT) and types of resources that will be at your event and the manner in which they will be managed and deployed. Your plan should include hours of setup and dismantle of medial aid area. You may attach the plan to this application if necessary.

Paramedics with one ambulance and one golf cart.

See attached plan ☒

ACCESSIBILITY

This checklist is intended to serve as a planning guideline and may not be inclusive of all City, County, State and Federal access requirements. You may attach more detailed information if necessary.

Yes No

- ☒ ☐

Will there be a Clear Path of Travel throughout your event venue? Please describe.

All activity booths will be spread out to allow for easy flow of traffic. Guest will also have access to all sidewalks in Jones Park.
- ☒ ☐

Have you developed a Disable Parking and/or Transportation Plan (including the use of public transportation or shuttle services) for your event? Please describe.

Yes, We will be working with CTA (or other local shuttle service) to provide a shuttle to the event and back to parking lot.
- ☒ ☐

Will a minimum of 10% of portable rest rooms at your event be accessible? Please describe.

Yes, We will have restrooms in Jones Park and along walk routes.
- ☒ ☐

Will all food, beverage and vending areas be accessible? Please describe.

Yes, There will be multiple water stations throughout event and on route. Food will be provided free of charge.
- ☒ ☐

Will all signage be provided in highly contrasting colors and placed so pedestrian flow will not obstruct its visibility? Please describe.

Yes, All directional signs will be displayed above 5ft.
- ☒ ☐

Will a Public Announcement (PA) System be used to broadcast announcements, locate parents of missing children, etc? Please describe.

Yes, We will have a DJ with mics and speakers on stage.
- ☒ ☐

If an information center is provided at your event will customer service representatives be available to assist disabled individuals? Please describe.

The Welcome Booth will be available to help guest that need assistance.
- ☐ ☐

If all areas of your event venue can not be made accessible will maps or programs be made available to show the location of accessible rest room, parking, drinking fountain, and first aid station? Please describe.

PARKING AND SHUTTLE PLAN

Yes No

- ☒ ☐

Will your event involve the use of a parking and/or shuttle plan? If yes, please describe or provide an attachment of your plan.

A shuttle is not confirmed at the time. However, we plan to provide guest with a shuttle to and from CTA Parking.

See attached plan ☐

SAFETY

Yes No

- ☐ ☒ Will your event involve the use of traffic safety equipment? If yes, please list:

Equipment Company _____

Address _____

City _____ State _____ Zip Code _____

Telephone: Day _____ Evening _____ Fax _____ Cell _____

Equipment Setup: Date _____ Time _____

Equipment Pickup: Date _____ Time _____

ENTERTAINMENT AND RELATED ACTIVITIES

Yes No

- ☒ ☐ Are there any musical entertainment features related to your event? If yes, complete the following information or provide an attachment listing all bands/performers, type of music, sound check and performance schedule.

Number of Stages 1 Mobile Stage

Number of Performers/Bands DJ on stage / Drumline in field next to start line

Performer/Band name and music type _____

- ☒ ☐ Will sound checks be conducted prior to the event?

If yes, Start time 6:30a Finish time 7:00am

- ☒ ☐ Will sound amplification be used?

If yes, Start time 7:30a Finish time 11:00am

Please describe the sound equipment that will be used for your event

- ☐ ☒ Will inflatables, hot air balloons or similar devices be used at your event?

If yes, please describe

- ☐ ☒ Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics?

If yes, please describe

- ☒ ☐ Will your event include the use of any signs, banners, decorations, or special lighting?

If yes, please describe

Yes, We will have banners and balloon arches.

- ☐ ☒ Do your event plans include any casino games, bingo games, drawings or lottery opportunities?

If yes, please describe

Complete Schedule of events attached ☐

ALCOHOL

Yes No

- ☐ ☒ Does your event involve the use of alcoholic beverages?

If yes, please check all that apply:

- ☐ Free Alcohol
☐ No Alcohol will be permitted on site
☐ Brown Bag / Carry in
☐ Alcohol sales by Event Promoter
☐ 3rd Party Vendor

Type

- ☐ Beer
☐ Beer and Wine
☐ Beer, Wine and Distilled Spirits

ABC Permit # _____

Date your event met ABC Approval: _____

Approved by: _____

Please describe your plan to ensure the safe sale or distribution of alcohol at your event:

FOOD CONCESSIONS OR PREPARATION

Yes No

- ☒ ☐ Does your event include food concession and/or preparation areas?

If yes, please describe how food will be served and /or prepared:

Subway Restaurant provides pre-made sandwiches and chips. We also have fresh fruit available.

- ☐ ☒ Do you intend to cook food in the event area?

If yes, please specify method:

- ☐ Gas
☐ Electric
☐ Charcoal
☐ Other (specify): _____

CONCESSIONAIRE

Yes No

- ☐ ☒ Will items or services be sold at your event?

If yes, please describe or attach a complete list of vendors and include a sample of the vendor pass that will be used.

- ☐ ☒ Will items or services sold at your event present unique liability issues (e.g. body piercing, massage, animal rides, etc.)?

If yes, please describe or attach a complete list of vendors.

Complete list of vendors attached ☐

- ☐ ☒ Do you intend for you or your vendor to sell / giveaway adult novelties or paraphernalia commonly used to ingest illegal substances?

PORTABLE REST ROOMS

You are required to provide portable rest room facilities at your event, unless you can substantiate the sufficient availability of both ADA accessible and nonaccessible facilities in the immediate area of the event site which will be available to the public during your event.

Yes No

- ☒ ☐ Do you plan to provide portable rest room facilities at your event?

If yes: Total number of portable toilets 10

Number of ADA accessible portable toilets 2

If no: Please explain:

Rest Room Company: Team Waste

Address 14339 Hudson Krohn Road

City Biloxi

State MS

Zip Code 39532

Telephone: Day (228) 328-1820 Evening _____ Fax _____ Cell _____

Equipment Setup: Date Sep 27, 2019 Time 9:00am

Equipment Pickup: Date Sep 28, 2019 Time 12:00pm

SANITATION AND RECYCLING

Number of Trash Cans with Lids 0

Number of Dumpsters with Lids 1
(One for every increment of 400 people)

Number of Recycling Containers 0

Sanitation Company: Team Waste

Address 14339 Hudson Krohn Road

City Biloxi

State MS

Zip Code 39532

Telephone: Day (228) 328-1820 Evening _____ Fax _____ Cell _____

Equipment Setup: Date Sep 27, 2019 Time 9am

Equipment Pickup: Date Sep 28, 2019 Time 12pm

Please describe your plan for cleanup and removal of recyclable goods, waste and garbage during and after your event.
Team Waste will deliver and pick up

MITIGATION OF IMPACT

Yes No

- ☐ ☒ Is there anything about your event that may cause issues to local residents / businesses in proximity to your event? Please explain:

- ☐ ☒ Have you met with the residents, businesses, places of worship, schools and other entities that may be directly impacted by your event? If yes, please attach a complete list of these entities.

If no, please explain:

Will do so closer to the event

- ☐ ☒ Do you have a sample of the notice that you propose to distribute two weeks prior to your event? If yes, please attach.

If no, please explain:

Not at this time.

MARKETING AND PUBLIC RELATIONS

Yes No

- ☒ ☐ Will this event be marketed, promoted, or advertised in any manner? If yes, please describe:

Radio, TV, Print, Social Media, Word of Mouth

- ☒ ☐ Will there be live media coverage during the event? If yes, please describe:

Live coverage from WLOX

- ☐ ☒ Will media vehicles be parked within the event venue? If yes, please describe safety plan:

- ☒ ☐ Do you have a plan to control or limit the placement and/or distribution of promotional signage, stickers, and other items? If yes please describe:

We plan to keep handouts to a minimum to cut down on trash

INSURANCE

Name of Insurance Agency: Marsh USA, Inc.

Address 1717 Main St., Suite 4400

City Dallas

State TX

Zip Code 75201-7357

Telephone: Day (214) 303-8000

Evening _____

Fax _____

Cell _____

Contact Name: Karla Lott

Policy Type: General Liability

Policy Amount: 2,000,000

Policy Number: GLO 8376157-22

AFFIDAVIT OF APPLICANT

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the City of Gulfport Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council and/or the City Manager or the City Manager's designee. Applicant agrees to comply with all other requirements of the City, County, State, Unified Port District, MTDB, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. In the event that a possessory interest subject to property taxation is created by virtue of this use permit, I agree to pay all possessory interest taxes and the City shall not be liable for the payment of such taxes. I further agree that the payment of any such taxes shall not reduce any consideration paid to the City pursuant to this use permit. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Gulfport.

Print Name of Applicant/Host Organization American Heart Association - Toni Francis

Title Development Specialist

Signature Toni Francis

Date 10/21/18

Print Name of Professional Event Organizer _____

Title _____

Signature _____

Date _____

DAY OF EVENT TIMELINE

5:30am - staff arrival at park

5:45am - block off street behind park and VIP

6:00am - volunteers arrive: BALLOONS, TABLES, ROUTE

6:00am - DJ Chuck arrives (plays from 7:30 – 11:00am)

6:15am - water stations set up by city

7:30am - Activities begin

8:30am - Volunteers at water station and begin pouring water

8:55am - Drumline begins

9:00am – Walk begins

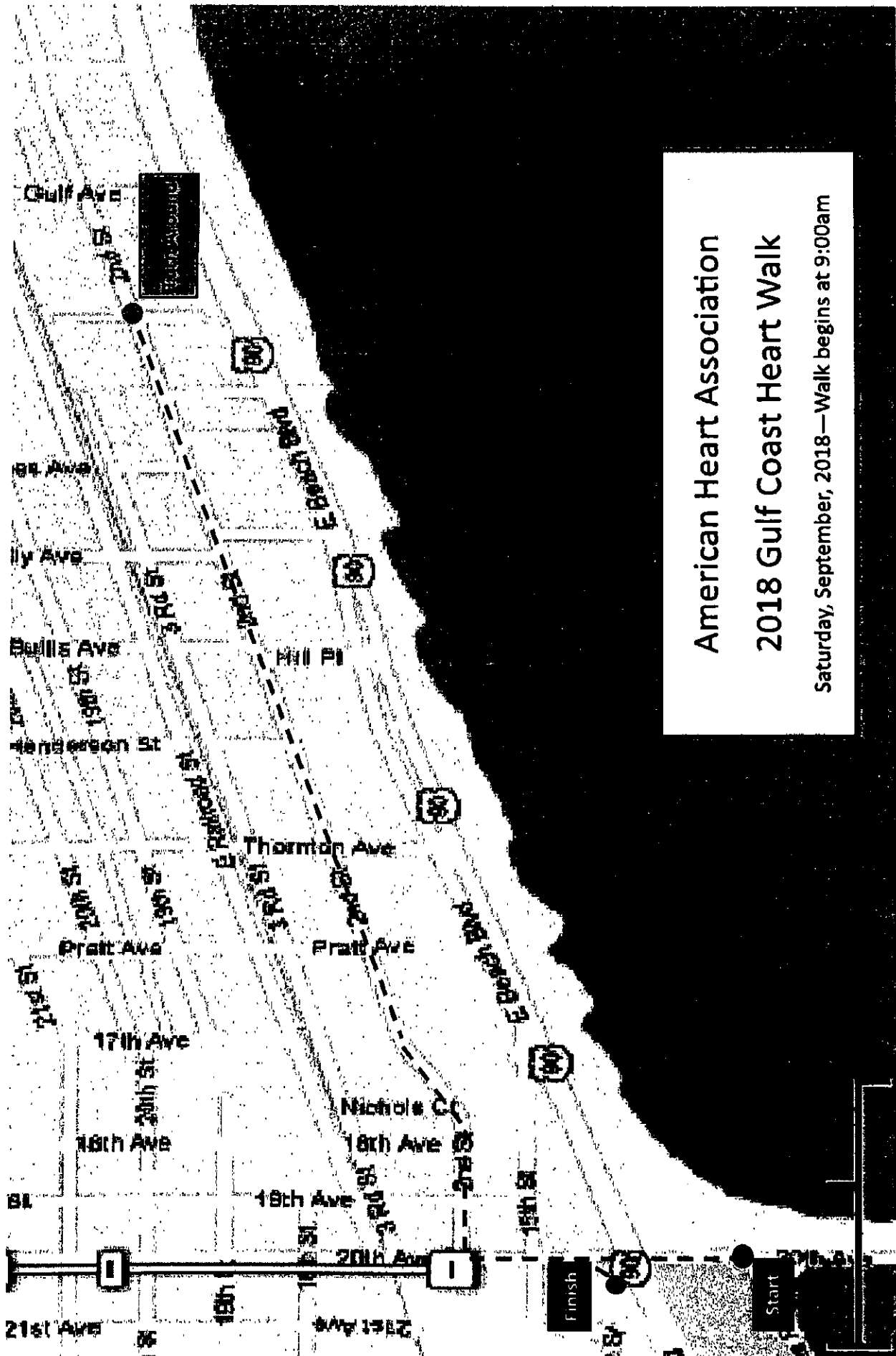
10:30am – Breakdown begins

12:00am – Park cleanup completed

[illegible]

American Heart Association 2018 Gulf Coast Heart Walk

Saturday, September, 2018—Walk begins at 9:00am



Department	LEISURE SERVICES	
Reviewing Director	Gus Wesson	
Recommendation	☒ Approve As Is ☐ Approve with Changes (see notes) ☐ Not Recommended (see notes)	
Projected Cost for Department	\$1,850.00	
Notes Non profit rental rate for usage of Jones park = \$1,850.00; need copy of non profit status from State of MS; Need signed and dated usage contract and hold harmless agreement; need certificate of liability insurance coverage, Naming COG as additional insured in amount of \$1million; once police approve of walk route, then group must request Road closure through city council		
Date Application Received by Dept: 10/15/2018	Gus Wesson	10/15/2018
Date Completed/Forwarded: 10/15/2018	Directors Signature	Date of Signature

Department	HARBOR	
Reviewing Director		
Recommendation	☐ Approve As Is ☐ Approve with Changes (see notes) ☐ Not Recommended (see notes)	
Total Projected Cost for City of Gulfport	\$	
Notes		
Date Application Received by Dept: _____		
Date Completed/Forwarded: _____	Directors Signature	Date of Signature

Department	POLICE DEPARTMENT	
Reviewing Director	Chief Papania	
Recommendation	☐ Approve As Is ☐ Approve with Changes (see notes) ☐ Not Recommended (see notes)	
Projected Cost for Department	\$2690.00	
Notes: Approved as is. Event must start on time. Participants should be warned that Hwy 90 will be closed for the Beginning of the event but will be reopened after the initial wave departs Jones Park. Runners should use caution upon Their return to the park and not cross the roadway until the officer has stopped all east and west bound traffic to ensure Safe crossage.		
Date Application Received by Dept: _____	Leonard J. Papania	January 10, 2019
Date Completed/Forwarded: _____	Directors Signature	Date of Signature

Department	FIRE DEPARTMENT	
Reviewing Director	Michael Beyerstedt	
Recommendation	☒ Approve As Is ☐ Approve with Changes (see notes) ☐ Not Recommended (see notes)	
Projected Cost for Department	\$0	
Notes Will cover this event with an on duty crew.		
Date Application Received by Dept: 11/6/2018	MDB	11/6/2018
Date Completed/Forwarded: 11/6/2018	Directors Signature	Date of Signature

Department	PUBLIC WORKS	
Reviewing Director		
Recommendation	☒ Approve As Is ☐ Approve with Changes (see notes) ☐ Not Recommended (see notes)	
Projected Cost for Department	\$no cost	
Notes		
Date Application Received by Dept: 10/17/18	WEM	10/17/18
Date Completed/Forwarded: 10/17/18	Directors Signature	Date of Signature

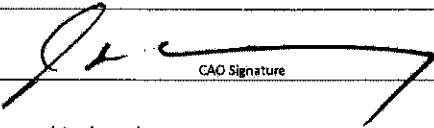
Department	URBAN DEVELOPMENT/BUILDING CODE	
Reviewing Director	Greg Pietrangelo	
Recommendation	☒ Approve As Is ☐ Approve with Changes (see notes) ☐ Not Recommended (see notes)	
Projected Cost for Department	\$	
Notes		
Date Application Received by Dept: 10/16/18	Greg Pietrangelo	10/16/18
Date Completed/Forwarded: 10/16/18	Directors Signature	Date of Signature

Department	GENERAL FINANCE	
Reviewing Director		
Recommendation	☐ Approve As Is ☐ Approve with Changes (see notes) ☐ Not Recommended (see notes)	
Total Projected Cost for City of Gulfport	\$	
Notes		
Date Application Received by Dept: _____	Directors Signature	Date of Signature
Date Completed/Forwarded: _____		

Department	MAIN STREET ASSOCIATION	
Reviewing Director	Laurie Touns	
Recommendation	☒ Approve As Is ☐ Approve with Changes (see notes) ☐ Not Recommended (see notes)	
Projected Cost for Department	\$	
Notes		
Date Application Received by Dept: <u>10.15.18</u>	Laurie Touns	10.15.18
Date Completed/Forwarded: <u>10.15.18</u>	Directors Signature	Date of Signature

Department	LEGAL DEPARTMENT	
Reviewing Director	Margaret Murdock	
Recommendation	☐ Approve As Is ☒ Approve with Changes (see notes) ☐ Not Recommended (see notes)	
Projected Cost for Department	\$00.00	
Notes		
See Leisure Services notes		
Also, need Tax Exempt letter from IRS		
Date Application Received by Dept: <u>101518</u>	Margaret Murdock	101618
Date Completed/Forwarded: <u>101618</u>	Directors Signature	Date of Signature

Department	FINANCE	
Reviewing Director		
Recommendation	☒ Approve As Is ☐ Approve with Changes (see notes)	
	☐ Not Recommended (see notes)	
Total Projected Cost for City of Gulfport	\$	
Notes		
Date Application Received by Dept: 10/16/2018	Linda Elias	10/16/2018
Date Completed/Forwarded: 10/16/2018	Directors Signature	Date of Signature

Chief Administrative Officer		
Recommendation	☐ Approve As Is ☐ Approve with Changes (see notes)	
	☐ Not Recommended (see notes)	
Total Projected Cost for City of Gulfport	\$	
Notes		
Date Application Received by Dept: _____		11/11/19
Date Completed/Forwarded: _____	CAO Signature	Date of Signature

Routing Instructions. The Original Application must be routed in hardcopy:

1. Completed Application received by Leisure Services
2. Leisure Services evaluates for Departmental Impact and forwards
3. Harbor evaluates for Departmental Impact and forwards
4. Police Department evaluates for Departmental Impact and forwards
5. Fire Department evaluates for Departmental Impact and forwards
6. Public Works evaluates for Departmental Impact and forwards
7. Urban Development evaluates for Departmental Impact and forwards
8. General Finance evaluates for Departmental Impact and forwards
9. Main Street Association evaluates for Departmental Impact and forwards
10. Legal Department evaluates for Departmental Impact and forwards
11. Finance evaluates for Departmental Impact and forwards
12. CAO evaluates and returns Application to Leisure Services for determination with Applicant
13. Leisure Services coordinates Council review of any needed matters (i.e. road closures, etc.)

Each Department has two working days to complete the Application Review; extensions must be granted by the CAO.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 01/14/2019

Subject: Budget Amendment #26 - to increase CNET Supplies with funds received as a result of restitution on drug cases.

Recommendation:

Gulfport Police Department

Interoffice Memo

Date: January 14, 2019

To: Mayor Billy Hewes and City Council Members

From: Leonard Papania, Chief of Police

Re: Budget Amendment

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

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

Check Number 43003 in the amount of \$83.25

Check Number 43117 in the amount of \$68.75

Check Number 43186 in the amount of \$50.00

Total..... \$202.00

Revenue line item 285-492600.....\$202.00

Expense line items to be increased:

286-610700 Police Narcotics Task Force Operating Supplies \$202.00

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

City of Gulfport

Budget Amendment Request

Fund Name	CNET	Date	01/16/19
Department #	286/285	Budget Entry #	2019-26
Department Name	CNET		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	75,013	727	202	75,942
Other Services	-	-	-	-
Capital	-	-	-	-
Total	75,013	727	202	75,942
Revenue 285-492600	-	727	202	929

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

Amendment # 2019-26



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 01/16/2019

Subject: Budget Amendment #27 - to increase County/Local with funds received as a result of restitution on several drug related arrest.

Recommendation:

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Leonard Papania

Date: January 16, 2019

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 (43365) amount of \$135.13 (GPD case)

Check number (43364) amount of \$7.00 (GPD cases)

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		142.13
County/Local Shared Revenue 275-493100	142.13	

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	Forfeiture & Seizure	Date	01/16/19
Department #	275/277	Budget Entry #	2019-27
Department Name	Forfeiture & Seizure		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	14,603	19,401	142	34,146
Other Services	-	-	-	-
Capital	-	-	-	-
Total	14,603	19,401	142	34,146
Revenue 275-493100	-	19,401	142	19,543

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes.

Amendment # 2019-27



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 01/23/2019

Subject: Budget Amendment #28 - to increase CNET Operating Supplies as a result of a forfeiture.

Recommendation:

Gulfport Police Department

Interoffice Memo

Date: January 23, 2019

To: Mayor Billy Hewes and City Council Members

From: Leonard Papania, Chief of Police

Re: Budget Amendment

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

This money comes from CNET forfeiture case.

Check Number 209552 in the amount of \$6,626.05

Total..... \$6,626.05

Revenue line item 285-492600.....\$6,626.05

Expense line items to be increased:

286-610700 Police Narcotics Task Force Operating Supplies \$6,626.05

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

City of Gulfport

Budget Amendment Request

Fund Name	CNET	Date	01/23/19
Department #	286/285	Budget Entry #	2019-28
Department Name	CNET		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	75,013	655	6,626	82,294
Other Services	-	-	-	-
Capital	-	-	-	-
Total	75,013	655	6,626	82,294
Revenue 285-492600	-	655	6,626	7,281

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes.

Amendment # 2019-28



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 01/23/2019

Subject: Budget Amendment #29 - to increase Photo & Fingerprint 213-615200 as a result of funds received from PropertyRoom.com.

Recommendation:

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Leonard Papania

Date: January 23, 2019

Re: Budget Amendment

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

Check number (37673) amount of \$592.03

Line Item	Increase	Increase
Police Revenue 010-502500	592.03	
Photo & Fingerprint 213-615200		592.03
Total	592.03	592.03

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

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Date	01/23/19
Department #	010/213	Budget Entry #	2019-29
Department Name	Police		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	1,387,354	(1,424)	592	1,386,522
Other Services	-	-	-	-
Capital	-	-	-	-
Total	1,387,354	(1,424)	592	1,386,522
Revenue 010-502500	101,683	3,980	592	106,255

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes.

Amendment # 2019-29



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 01/23/2019

Subject: Budget Amendment #30 - to increase County/Local Operating as a result of funds received from PropertyRoom.com.

Recommendation:

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Leonard Papania

Date: January 23, 2019

Re: Budget Amendment

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

Check number (37672) amount of \$128.34

Line Item	Increase	Increase
Police Revenue 010-502500	128.34	
Forfeiture and Seizure County and Local Shared Operating Supplies -- 277-610700		128.34
Total	128.34	128.34

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

City of Gulfport

Budget Amendment Request

Fund Name	Forfeiture & Seizure	Date	01/23/19
Department #	275/277	Budget Entry #	2019-30
Department Name	Police		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	14,603	19,401	128	34,132
Other Services	-	-	-	-
Capital	-	-	-	-
Total	14,603	19,401	128	34,132
Revenue 275-580700	-	-	128	128

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes.

Amendment # 2019-30



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 01/24/2019

Subject: Budget Amendment #31 - to accept the Homeland Security Budget.

Recommendation:

Memo

Gulfport Police Department

To: Linda Elias, Comptroller
Cc: Leonard Papania , Chief of Police
From: Pam Winston,
Date: November 8, 2018
Re: New Budget Amendment

Grant Identifier: 18-LE-202
MS Office of Homeland Security
Contact: Marsha Manuel (601-346-1504)

Line Item	Expenses	Revenue
214-630100 – Capital	20,000.00	
010-214-450100- Revenue		20,000.00
Totals	20,000.00	20,000.00

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Date	01/24/19
Department #	214/214	Budget Entry #	2019-31
Department Name	Police		

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 01/22/2019

Subject: Budget Amendment #32 - to increase FY17 HIDTA Overtime, FICA, Retirement and Services line items.

Recommendation:

Memo

Gulfport Police Department

To: Mayor Billy Hewes
From: Leonard Papania, Chief of Police
Date: January 18, 2019
Re: **HIDTA G-17-GC-0003A**

The following budget amendment was requested by the MS HIDTA Director in order for FY17 to be closed.

This will not affect Gulfport's HIDTA program.

Line Item	Original Budget	Increase	New Budget
Overtime 214-600400-95439	13,900.32	11,090.08	24,990.40
FICA 214-602200-95439	1,063.38	848.39	1,911.77
Retirement 214-601900-95439	2,189.30	1,746.70	3,936.00
Services 214-630200-95439	8,400.00	4,200.00	12,600.00
Operating 214-610700-95439	4,000.00	0.00	4,000.00
TOTAL	29,553.00	17,885.17	47,438.17

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

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Date	01/24/19
Department #	214/010	Budget Entry #	2019-32
Department Name	Police		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	6,609	13,685	20,294
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	8,400	2,100	4,200	14,700
Total	8,400	8,709	17,885	34,994
Revenue 214-450100	-	8,790	17,885	26,675

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes.

Amendment # 2019-32



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
Administration

Date: 01/31/2019

Subject: Budget Amendment #33 - to transfer funds to the Gulfport Redevelopment Commission and authorize issuance of a special check for said funds.

Recommendation:

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Date	01/31/19
Department #	621/115	Budget Entry #	2019-33
Department Name	Economic Development/Legislature		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Dept 621				
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	191,000	-	(100,000)	91,000
Total	191,000	-	(100,000)	91,000
Dept 115				
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	1,604,573	(161,675)	100,000	1,542,898
Capital	-	-		-
Total	1,604,573	(161,675)	100,000	1,542,898

To transfer funds from capital projects (Train Depot) from Economic Development that are not anticipated to be used in the current fiscal year to transfer funds to GRC which will be paid from the legislative budget. 010-621-630100 to 010-115-627700.
Request Council approve a special check to be issued for this amount.

Amendment # 2019-33



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Sherry Dulaney, Accounts Payable Supervisor
Accounts Payable

Date: 01/28/2019

Subject: Docket of Claims- to be approved through February 6, 2019.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Building Code

Date: 01/25/2019

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: January 25, 2019

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 5th day of February, 2019.

Please place the attached item on the Council agenda for February 5, 2019.

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: January 25, 2019

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: 0711F-02-013.000. Lots 5-6, Blk. 12, Gaston Point Add. Awarded To Grassmaster LLC For \$150.00 To Repair Or Remove Inoperable Vehicle(S) From Site Located At 1628 Woodward Avenue. (Holloway)

Ward 2

Parcel 2: 0811L-04-132.000. Lots 4-8 Inc., Blk. 193, Original Gulfport Awarded To B & B Construction For \$1250.00 To Restore Surface To Code Located At 1215 30th Avenue. (Wua 30th Avenue Llc)

Parcel 3: 0911D-06-037.000. Lots 32-33, Blk. 4, Garys East Side Add. Awarded To Grassmaster LLC For \$150.00 To Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site Located At 2626 6th Avenue. (Liberto)

Ward 3

Parcel 4: 0710H-04-010.000. Lots 9-10, Blk. 47, Floral Estates Awarded To Grassmaster LLC For \$150.00 To Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site Located At 16247 Ganges Street. (Graves)

Parcel 5: 0710H-04-010.007. Lots 6-8, Blk. 47, Floral Estates Awarded To Purposed By Design For \$200.00 To Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site Located At Ganges Street. (Graves)

Parcel 6: 0811B-04-039.000. Lots 20-22, Blk. 39, Arlington Heights Add. Awarded To B & B Construction For \$850.00 To Remove Inoperable Vehicle(S) From Site Located At 2212 17th Avenue. (Mills)

Parcel 7: 0811B-04-038.001. This Parcel Awarded To Grassmaster Lawn Service For \$150.00 To Remove Inoperable Vehicle(S) From Site Located At 1610 22nd Street. (Corniche Prop Llc)

Parcel 8: 0811G-04-024.000. Lots 7-8, Blk. 21, Soria City Awarded To Purposed By Design For \$150.00 To Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site Located At 1630 20th Street. (State Of Ms)

Parcel 9: 0811G-04-032.000. S 1/2 Of Lot 33 & E 20.41 Ft Of S 1/2 Of Lot 34, Blk. 14, Soria City Awarded To Melvin's Lawn Care For \$108.00 To Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site Located On 20th Street. (State Of Ms)

Parcel 10: 0811F-04-041.001. Lots 7 & S 1/2 Of Lot 8, Blk. 315, North Gulfport Awarded To Grassmaster LLC For \$500.00 To Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site Located At 4413 Arkansas Avenue A. (Washington)

Parcel 11: 0810F-04-016.000. Lots 1-2, Blk. 314, North Gulfport Awarded To Roy Collier Lawn Service For \$640.00 To Board Up And Secure All Openings. Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site Located At 2506 Madison Street. (Tinner)

Ward 6

Parcel 12: 0908D-01-011.000. This Parcel Awarded To Purposed By Design For \$800.00 To Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site Located At 13411 O'neal Road. (Development Consulting Inc.)

TOTAL \$5098.00

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 **5th** day of **February, 2019**, 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: | 0711F-02-013.000. Lots 5-6, Blk. 12, Gaston Point Add. Awarded To Grassmaster LLC For \$150.00 To Repair Or Remove Inoperable Vehicle(S) From Site Located At 1628 Woodward Avenue. (Holloway) |
| Parcel 2: | 0811L-04-132.000. Lots 4-8 Inc., Blk. 193, Original Gulfport Awarded To B & B Construction For \$1250.00 To Restore Surface To Code Located At 1215 30th Avenue. (Wua 30th Avenue Llc) |
| Parcel 3: | 0911D-06-037.000. Lots 32-33, Blk. 4, Garys East Side Add. Awarded To Grassmaster LLC For \$150.00 To Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site Located At 2626 6th Avenue. (Liberto) |
| Parcel 4: | 0710H-04-010.000. Lots 9-10, Blk. 47, Floral Estates Awarded To Grassmaster LLC For \$150.00 To Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site Located At 16247 Ganges Street. (Graves) |
| Parcel 5: | 0710H-04-010.007. Lots 6-8, Blk. 47, Floral Estates Awarded To Purposed By Design For \$200.00 To Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site Located At Ganges Street. (Graves) |
| Parcel 6: | 0811B-04-039.000. Lots 20-22, Blk. 39, Arlington Heights Add. Awarded To B & B Construction For \$850.00 To Remove Inoperable Vehicle(S) From Site Located At 2212 17th Avenue. (Mills) |
| Parcel 7: | 0811B-04-038.001. This Parcel Awarded To Grassmaster LLC For \$150.00 To Remove Inoperable Vehicle(S) From Site Located At 1610 22nd Street. (Corniche Prop Llc) |
| Parcel 8: | 0811G-04-024.000. Lots 7-8, Blk. 21, Soria City Awarded To Purposed By Design For \$150.00 To Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site Located At 1630 20th Street. (State Of Ms) |
| Parcel 9: | 0811G-04-032.000. S 1/2 Of Lot 33 & E 20.41 Ft Of S 1/2 Of Lot 34, Blk. 14, Soria City Awarded To Melvin's Lawn Care For \$108.00 To Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site Located On 20th Street. (State Of Ms) |
| Parcel 10: | 0811F-04-041.001. Lots 7 & S 1/2 Of Lot 8, Blk. 315, North Gulfport Awarded To Grassmaster LLC For \$500.00 To Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site Located At 4413 Arkansas Avenue A. (Washington) |
| Parcel 11: | 0810F-04-016.000. Lots 1-2, Blk. 314, North Gulfport Awarded To Colliers Lawn Service For \$640.00 To Board Up And Secure All Openings. Cut And Clean |

Parcel 12: Grounds And Remove All Trash And Miscellaneous Debris From Site Located At 2506 Madison Street. (Tinner)
0908D-01-011.000. This Parcel Awarded To Purposed By Design For \$800.00 To Cut And Clean Grounds And Remove All Trash And Miscellaneous Debris From Site Located At 13411 O'neal Road. (Development Consulting Inc.)

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 _____, 2019.

(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 _____, 2019.

APPROVED:

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Linda Elias, Comptroller
Administration

Date: 01/23/2019

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

Recommendation:



Comptroller / City Clerk

P.O. Box 1780

Gulfport, MS 39502

Phone: 228-868-5705

Email: lelias@gulfport-ms.gov

City Hall

2309 15th St.

Gulfport, MS 39501

Memorandum – City of Gulfport

To: Mayor Hewes, Dr. Kelly, CAO, Councilman Casey,
Councilman Roland, Councilwoman Holmes-Hines, Councilman Walker,
Councilman Sharp, Councilman Flowers
and Councilwoman Pucheu

From: Linda Elias, Comptroller

Date: January 23, 2019

RE: Use of GRC Line of Credit Approved by Council April 3, 2018

Attached is the detail of the monies used from the GRC line of credit as approved by Council for both expenditures and payroll.

Thank you for your consideration in this manner.

**CERTIFIED RESOLUTION OF
THE GULFPORT REDEVELOPMENT COMMISSION
Jan-19**

The undersigned does hereby certify that he is the duly appointed and authorized Secretary of the Gulfport Redevelopment Commission, as the urban renewal agency of the City of Gulfport, Mississippi (the "GRC") and that the following is a true and correct copy of certain resolutions duly adopted at a meeting of the Board of Commissioners of the GRC convened and held of the date specified below, and that such resolutions are in full force and effect.

WHEREAS, the GRC owes amounts to various vendors and desires to reduce its accounts payable by making payments to specific vendors.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts and approves the following Resolution in all respects:

RESOLVED, that upon the recommendation of the Treasurer of the GRC and a proper second, the Commissioners hereby approve and authorize payment be made by the GRC from the **GRC Aquarium Account (non construction)**:

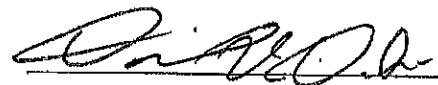
INVOICE DATE	PAYEE	INVOICE/RECEIPT	DESCRIPTION	INVOICE #	AMOUNT
01/15/19	Kimmel Management Services, LLC	Kimmel Management Services, LLC	Reimbursable Expenses- Non Construction	Invoice-26	\$770.11
11/21,11/26/2018	Howard Industries	Howard Industries, Inc.	Keyboard, Pro Display, Surface Book 2	18-00839278,18-00839317,18-00839342	\$2,588.99
01/03/19	MS Aquarium	Gulf South Janitorial	Janitorial Services Dec 2018	#214	\$200.00
12/18/18	MS Aquarium	SMBM	Copier Contract and Overage Charge	337990	\$132.72
01/00/00	MS Aquarium	Bass Pro Shop	Marketing Material	na	\$160.00
12/10/18	MS Aquarium	Patio 44	Marketing-Lunch with App Provider	na	\$50.27
12/12/18	MS Aquarium	Dollar General	Office supplies	na	\$6.42
12/31/18	MS Aquarium	Sun Coast Business Supply	Office supplies	1209028-1,1203397-0,1204312-0,1204388-0,1204599-0,1204837-0,1204893-0,1205066-0,1205085-0,1204892-0	\$324.60
12/13,12/20/2018	MS Aquarium	SORG Printing	Office supplies	7914679231	\$387.34

**CERTIFIED RESOLUTION OF
THE GULFPORT REDEVELOPMENT COMMISSION
Jan-19**

03/28/18	MS Aquarium	US Postal Service	US Flag Coil	2707050531	\$50.00
12/14,12/17/2018	MS Aquarium	Amazon	Cannon Camera w/protection plan, 3 surface book covers	0	\$1,219.81
12/18/18	MS Aquarium	ASAP Ventures, LLC	Website redesign pmt 3 of 4	Invoice #29	\$2,562.50
12/19/18	MS Aquarium	Allistons	Sail Logo	8788	\$112.35
12/20/18,1/9/19	MS Aquarium	Cawley	Marketing Material	V594075,V597342	\$1,068.14
01/04/19	MS Aquarium	US Postal Service	Post Office Box Renewal	#1100	\$214.00
01/03/19	MS Aquarium	BXS Insurance	Gen Liability Ins-Commercial Package	273329	\$5,548.00
01/03/19	MS Aquarium	BXS Insurance	Employ Practice Liability-Directors & Officers Liability	273315	\$2,663.00
12/31/18	MS Aquarium	Ric Urban	AZA Dues-Scott Brehob & Ric Urban	na	\$160.00
01/01/19	MS Aquarium	Fyle, Inc	Office supplies	na	\$3.91
Total					\$18,222.16
Fund Balance					\$343,828.31

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

_____ day of _____, 2019



David Duhe, Secretary of

Gulfport Redevelopment Commission

**CERTIFIED RESOLUTION OF
THE GULFPORT REDEVELOPMENT COMMISSION
Jan-19**

The undersigned does hereby certify that he is the duly appointed and authorized Secretary of the Gulfport Redevelopment Commission, as the urban renewal agency of the City of Gulfport, Mississippi (the "GRC") and that the following is a true and correct copy of certain resolutions duly adopted at a meeting of the Board of Commissioners of the GRC convened and held of the date specified below, and that such resolutions are in full force and effect.

WHEREAS, the GRC owes amounts to various vendors and desires to reduce its accounts payable by making payments to specific vendors.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby adopts and approves the following Resolution in all respects:

RESOLVED, that upon the recommendation of the Treasurer of the GRC and a proper second, the Commissioners hereby approve and authorize payment be made by the GRC from the GRC Aquarium Account (payroll):

INVOICE DATE	PAYEE	DESCRIPTION	INVOICE #	AMOUNT	DATE APPROVED
12/14/2018	SourcePointe, LLC	Payroll	201825	\$30,849.18	
12/28/2018	SourcePointe, LLC	Payroll	201828	\$30,081.77	
1/11/2019	SourcePointe, LLC	Payroll	20191	\$31,096.32	
Total				\$92,027.27	
Fund Balance				\$2,586,131	

The above and foregoing Resolution is hereby certified true and correct as of the
_____ day of _____, 2019



David Duhe, Secretary of
Gulfport Redevelopment Commission



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Leisure Services

Date: 01/22/2019

Subject: Ratification - of Facility Use Agreements - Leisure Services - to be made a part of the minutes.

Recommendation:

FACILITY USE AGREEMENT (TOURNAMENT)

GULFPORT SPORTSPLEX – GOLDIN PARK

THIS AGREEMENT is dated as of the 15 day of JANUARY, 2019, by and between the CITY of Gulfport, Mississippi (hereinafter called City) and Gulf South USSS A (hereinafter called Promoter) for the use of the facilities located in and/or near the City of Gulfport's Sportsplex or Goldin Park as more fully identified in Promoter's Facility Use Application which is attached hereto as Exhibit "A" an incorporated herein by reference (hereinafter, "Requested Facilities"), pursuant to the terms and conditions and under the authority hereinafter set forth:

IT IS HEREBY AGREED:

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

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

- A. To reserve the fields noted in the Facility Use Application on the dates and at the times set forth therein, the Facility Use Application must be submitted and the Agreement executed by the Promoter and the City. Additionally, a \$500.00 deposit must be submitted at least ninety (90) days prior to the start of the Tournament. The deposit shall be applied to the Use and/or Cancellation Fee and noted on the invoice. This Agreement shall not be valid

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- unless the Facility Use Application is attached hereto as Exhibit "A" and the \$500.00 deposit is received by the City at least ninety (90) days prior to the start of the Tournament.
- B. An invoice for the balance of the Use Fee shall be mailed or e-mailed to the Promoter within two (2) week days of the conclusion of the Tournament. Promoter shall reimburse the City for the City's costs associated with any damaged or lost equipment and such costs will be billed separately upon completion of repairs or purchase of replacement equipment. Payment is due to the City from the Promoter within thirty (30) days of invoice date.
 - C. Any invoices not paid within thirty (30) days of invoice date will be turned over for collection and the City reserves the right to cancel any or all other Tournaments currently contracted with the City by Promoter.
 - D. Each tournament shall be on a separate Facility Use Application.
3. RULES AND REGULATIONS. Promoter shall strictly enforce the "Rules and Regulations" set forth in Exhibit "B" hereto. Failure of Promoter to strictly enforce the same shall constitute a breach of this Agreement.
4. SPONSORS. Promoter agrees and understands that the City has entered into certain "exclusive rights" agreements or contracts including, but not limited to, agreements or contracts concerning food and/or beverage. As a result, Promoter shall advise the City, in writing, of any sponsors of or associated with the Tournament on the Facility Use Application or immediately upon tentatively securing a sponsor for an already scheduled Tournament. No Tournament or other sponsor shall be in conflict, direct or otherwise, with any exclusive rights sponsor or contractor of the City. The City reserves the sole discretion to determine if a proposed sponsor would conflict, direct or otherwise, with any exclusive rights sponsor or contractor of the City. Should a sponsor conflict, directly or otherwise, with a City "exclusive rights" agreement or contract, the City has the sole discretion to advise the Promoter to drop the sponsor and/or to cancel the tournament without recourse by Promoter.
5. CANCELLATION. Promoter must advise the City of Tournament or field cancellation no less than ten (10) days prior to the scheduled start of a Tournament. If Tournament is cancelled less than ten (10) days prior to the schedule start of a Tournament, Promoter shall pay a \$75.00 per grass field per day cancellation fee or \$100.00 per artificial turf field per day cancellation fee, whichever is applicable.
6. CITY RIGHTS AND RESPONSIBILITIES.
- A. The City (i.e., any City employee) has the right to remove any team, player, vendor, or group from the Sportsplex due to misconduct or infraction of rules.
 - B. The City shall provide trash pick up.
 - C. The City's decision on playability of the fields due to inclement weather or any other circumstances prior to or during a Tournament shall be final.
 - D. The City has the right to remove any person, team, player, vendor, group or spectator from the complex due to misconduct or infraction of rules.
 - E. The City shall provide contract concession operation for the hours of the Tournament.
 - F. The City shall prepare contracted fields per specifications prior to first game.
 - G. The City shall inspect and clean restrooms (replace toilet paper, trash bags, and cleaning supplies).

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- H. The City shall open and secure facility entrance gates daily.
 - I. The City shall provide access to scoreboard towers and field lights as requested.
 - J. The City shall provide emergency call list.
7. PROMOTER RIGHTS AND RESPONSIBILITIES.
- A. Promoter may coordinate motel arrangements and retain any revenue.
 - B. Promoter may sell t-shirts and other non-food or non-beverage merchandise via a City approved vendor. Promoter shall compensate the City \$75/day for each merchandise vendor. Vendors must work under Promoter's Mississippi Sales Tax number or under the Vendors' own Mississippi Sales Tax numbers. Vendors shall contact the Sportsplex Manager at least three (3) weeks prior to scheduled Tournament.
 - C. Promoter shall obtain a Mississippi Sales Tax number to collect gate admissions or sell non-food and non-beverage merchandise. The Mississippi Sales Tax number must either be on file with the City or be provided to the Sportsplex Manager at least one week prior to Tournament or Tournament. Promoter and any approved vendors are responsible for reporting to the Mississippi Department of Revenue.
 - D. Food Vendors may be allowed ONLY with written approval from the City's concessions contractor and the City. A \$50.00 per day per food vendor charge shall be paid to the City.
 - E. Promoter is responsible for marking and dragging fields during the Tournament. The City will provide rakes, shovels, line, lime and line marker. After any rain, a Sportsplex representative must be contacted before any work will be done to the fields. No trench digging allowed.
 - F. Promoter must vacate the fields at the designated time.
 - G. Promoter may charge an entry fee and retain all revenues and may charge a gate admission fee into its Tournament and shall have full rights to gate admission during the Tournament.
 - H. Promoter shall contact the Sportsplex Manager for vendor approval if any merchandise vendors are planned for a Tournament. Food and beverage vendors are not allowed.
 - I. Promoter will be responsible for the conduct of all players and spectators attending the Tournament and shall enforce all applicable rules and regulations as may, from time to time, be promulgated by the City of Gulfport.
 - J. Promoter shall ensure that all Tournaments held at the complex are sanctioned through a governing body.
 - K. Promoter shall provide a final Tournament scheduled at least three (3) days prior to the start of the Tournament.
 - L. Promoter shall complete a field specification form and advise the Sportsplex Manager of the name of the Tournament Director at least five (5) days prior to the start of the Tournament.
 - M. Promoter shall provide proof of sanctioning organization.
 - N. Promoter shall secure light and score towers each night during the Tournament.
8. UTILITY VEHICLE. The City, upon request of Promoter, may provide utility vehicles to Promoter to maintain fields, empty trash and as a means of transportation. The following rules shall be enforced by Promoter with regard to use of the City owned utility vehicles:
- A. All drivers must be at least 16 years of age and possess a valid driver license.
 - B. Only employees or contractors of Promoter are authorized to use the utility vehicles.

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

9. INDEMNIFICATION AND LIABILITY INSURANCE

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

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circumstances of the Tournament. Minimum liability coverage limits shall be \$2,000,000.00 "per occurrence".

- iii. Special Tournaments or Hazards. Promoter shall furnish a list of all Tournaments or activities to be staged on the leased premises, or otherwise to be sponsored as a part of the Tournament staged on the leased premises. No special Tournaments or activities shall be held in connection with the Tournament that are excluded from the Promoter's public liability insurance coverage, unless a separate policy is furnished for the excluded activities naming the City as insured and fulfilling the same requirements and limits or liability as specified for Promoter's public liability insurance. Holding of any such activities excluded from the coverage and not specifically approved by the City for the Tournament by the City of Gulfport shall void this Agreement and permit the City to terminate the Tournament immediately.
 - iv. Additional requirements. The City shall have the right to refuse to allow any special activity deemed by the City to be extra hazardous in nature. The City shall further have the right to require as a condition precedent to all other requirements hereof, additional insurance (increased coverage) shall be furnished to cover the Tournament or activity, or that the Promoter's public liability over and above the insurance coverage for the special Tournament. The City shall have the unconditional right to refuse to approve any policy of insurance, or the holding of any Tournament, where in its sole discretion, the City is not adequately insured against the risk involved.
 - v. Contingency Provision. The City reserves the right to cancel this lease agreement or make substitute facilities available if implementation or change of the City's Master Plan should cause said facilities to be moved or to no longer be available for short term rental purposes, or in the Tournament of an unforeseen emergency or disaster.
10. NOTICE. Any official written notices required to be given under this Contract shall be hand delivered or mailed by U.S. Mail to the following:

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

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

Promoter: Billy VAUGHN (Name of Promoter)
3824 RIDGE LAKE DRIVE (Address)
METairie, LA 70002 (City, State and Zip)

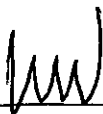
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Also, for unofficial notices, and requests, Promoter may notify City by contacting the Office of the Chief Administrative Officer, telephone number 868-5770.

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

[REST OF PAGE LEFT BLANK INTENTIONALLY]

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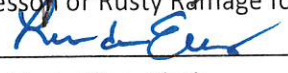
A handwritten signature in black ink, consisting of stylized, overlapping loops and curves, positioned above a horizontal line.

IN WITNESS WHEREOF as duly authorized:

City:

CITY OF GULFPORT, MISSISSIPPI

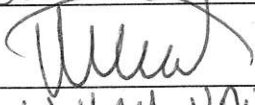
By: 
Gus Wesson or Rusty Ramage for Billy Hewes, Mayor

Attest: 
Linda Elias, Clerk

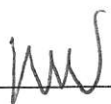
Dated: January 15, 2019

Promoter:

Gulf South USSA (Name of Promoter)

By:  DIRECTOR
WILLIAM VAUGHN (Printed name and title of person signing)

Dated: 1-15-, 2019

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MM 9-10

MS-1303-8382
MISSISSIPPI SALES TAX NO.

FACILITY USE APPLICATION GULFPORT SPORTSPLEX - GOLDIN PARK

\$500.00 deposit MUST be submitted at least ninety (90) days prior to Tournament start.

Only ONE tournament per application - application must be fully completed.

Date Application Submitted: 1/15/19

Promoter (CORPORATE NAME): Gulf South USSSA

Name of Tournament: March Madness

Sanctioning Body: USSSA

Primary Contact Person: Billy Vaughn

Physical address: 3824 Ridgeland Drive

Mailing address, if different: N/A

E-mail address: billy.v Vaughn@USSSA.com

Phone: (Hm) N/A (Wk) ⁵⁰⁴265-0390 (Cell) ⁵⁰⁴338-9995 (Fax) ⁵⁰⁴265-0391

Alternate Contact Person: BECCA VAUGHN

Physical address: 3824 RIDGELAKE DRIVE, METAIRIE, LA 70002

Mailing address, if different: 3824 RIDGELAKE DRIVE, METAIRIE, LA 70002

E-mail address: Billy.VAUGHN@USSSA.COM

Phone: (Hm) ⁽⁵⁰⁴⁾338-9995 (Wk) ⁽⁵⁰⁴⁾338-9995 (Cell) ⁽⁵⁰⁴⁾338-9995 (Fax) ⁽⁵⁰⁴⁾265-0391

Facility Requested (circle one): Gulfport Sportsplex Goldin Park

- For Gulfport Sportsplex (circle field numbers requested)
Baseball/Softball: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 Soccer: 1 2 3 4 5 6
- For Goldin Park (circle field numbers requested)
Baseball/Softball: 1 2 3 4 | Soccer: 1 2

Grass fields (Fields 1 - 9 and Soccer) - \$150.00/field/day • Artificial Turf fields (10-15 - \$225/field/day)

Dates of Tournament: March 9-10

The undersigned understands that the fields and dates requested herein are not reserved for the above named tournament until such time as a Facility Use Agreement has been executed by the Promoter or its representative and the City of Gulfport. At all time, the Promoter agrees to abide by the terms of the Use Agreement. This Application is submitted by the undersigned for or on behalf of the aforementioned promoter.

Signature

Date

William Vaughn
Printed Name

EXHIBIT "B"
RULES AND REGULATIONS

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

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CERTIFICATE OF INSURANCE

Issue Date: 1/15/2019

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

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

Producer:
EPIC Brokers
License No. OB29370
P.O.Box 13847
Sacramento CA 95853
888-880-3602 Email: insurance@usssa.com

INSURERS AFFORDING COVERAGE

INSURER A: Scottsdale Insurance Company
INSURER B: Scottsdale Insurance Company
INSURER C:
INSURER D:
INSURER E:

Insured:
United States Specialty Sports Association
5800 Stadium Parkway
Melbourne, FL 32940
800-741-3014

Coverages:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

INSR LTR	Type of Insurance	ADDL INSD	SUBR WVD	Policy Number	Policy Effective Date	Policy Expiration Date	Limits
A	Commercial General Liability Occurrence Basis	Y	N	KRS0000007642700	1/1/2019	1/1/2020	Each Occurrence \$2,000,000 Damage to Rented Premises(ea occ) \$300,000 Med Exp (any one person) \$ Excluded General Aggregate \$ None Personal and Adv Injury \$2,000,000 Products - Comp/OP Agg \$2,000,000 Participant Legal Liability \$2,000,000
B	Excess Liability	Y	N	XKS0000007642800	1/1/2019	1/1/2020	Each Occurrence \$1,000,000 Aggregate \$1,000,000

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

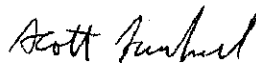
Coverage includes amateur play and practice in the insured sport for : **City of Gulfport**

The Field/Facility Owner shown as the certificate holder shall be an additional insured but only with respects to liability caused by the negligent acts or omissions of the named insured and only with respects to losses resulting from amateur play and practice during USSSA sanctioned activities occurring between the coverage effective date listed below and the policy expiration date.

Certificate Holder:
Coverage Effective Date: 1/15/2019 11:39:00 AM

City of Gulfport
2309 15th Street
Gulfport MS 39501

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

Certificate # USSSA-365014
Authorized Representatives:


FACILITY USE AGREEMENT (TOURNAMENT)

GULFPORT SPORTSPLEX – GOLDIN PARK

THIS AGREEMENT is dated as of the 15th day of January, 2019, by and between the CITY of Gulfport, Mississippi (hereinafter called City) and Gulf South USSS A (hereinafter called Promoter) for the use of the facilities located in and/or near the City of Gulfport's Sportsplex or Goldin Park as more fully identified in Promoter's Facility Use Application which is attached hereto as Exhibit "A" an incorporated herein by reference (hereinafter, "Requested Facilities"), pursuant to the terms and conditions and under the authority hereinafter set forth:

IT IS HEREBY AGREED:

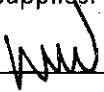
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- A. To reserve the fields noted in the Facility Use Application on the dates and at the times set forth therein, the Facility Use Application must be submitted and the Agreement executed by the Promoter and the City. Additionally, a \$500.00 deposit must be submitted at least ninety (90) days prior to the start of the Tournament. The deposit shall be applied to the Use and/or Cancellation Fee and noted on the invoice. This Agreement shall not be valid

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- unless the Facility Use Application is attached hereto as Exhibit "A" and the \$500.00 deposit is received by the City at least ninety (90) days prior to the start of the Tournament.
- B. An invoice for the balance of the Use Fee shall be mailed or e-mailed to the Promoter within two (2) week days of the conclusion of the Tournament. Promoter shall reimburse the City for the City's costs associated with any damaged or lost equipment and such costs will be billed separately upon completion of repairs or purchase of replacement equipment. Payment is due to the City from the Promoter within thirty (30) days of invoice date.
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- A. The City (i.e., any City employee) has the right to remove any team, player, vendor, or group from the Sportsplex due to misconduct or infraction of rules.
 - B. The City shall provide trash pick up.
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 - F. The City shall prepare contracted fields per specifications prior to first game.
 - G. The City shall inspect and clean restrooms (replace toilet paper, trash bags, and cleaning supplies).

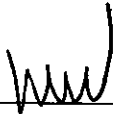
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- H. The City shall open and secure facility entrance gates daily.
 - I. The City shall provide access to scoreboard towers and field lights as requested.
 - J. The City shall provide emergency call list.
7. PROMOTER RIGHTS AND RESPONSIBILITIES.
- A. Promoter may coordinate motel arrangements and retain any revenue.
 - B. Promoter may sell t-shirts and other non-food or non-beverage merchandise via a City approved vendor. Promoter shall compensate the City \$75/day for each merchandise vendor. Vendors must work under Promoter's Mississippi Sales Tax number or under the Vendors' own Mississippi Sales Tax numbers. Vendors shall contact the Sportsplex Manager at least three (3) weeks prior to scheduled Tournament.
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 - D. Food Vendors may be allowed ONLY with written approval from the City's concessions contractor and the City. A \$50.00 per day per food vendor charge shall be paid to the City.
 - E. Promoter is responsible for marking and dragging fields during the Tournament. The City will provide rakes, shovels, line, lime and line marker. After any rain, a Sportsplex representative must be contacted before any work will be done to the fields. No trench digging allowed.
 - F. Promoter must vacate the fields at the designated time.
 - G. Promoter may charge an entry fee and retain all revenues and may charge a gate admission fee into its Tournament and shall have full rights to gate admission during the Tournament.
 - H. Promoter shall contact the Sportsplex Manager for vendor approval if any merchandise vendors are planned for a Tournament. Food and beverage vendors are not allowed.
 - I. Promoter will be responsible for the conduct of all players and spectators attending the Tournament and shall enforce all applicable rules and regulations as may, from time to time, be promulgated by the City of Gulfport.
 - J. Promoter shall ensure that all Tournaments held at the complex are sanctioned through a governing body.
 - K. Promoter shall provide a final Tournament scheduled at least three (3) days prior to the start of the Tournament.
 - L. Promoter shall complete a field specification form and advise the Sportsplex Manager of the name of the Tournament Director at least five (5) days prior to the start of the Tournament.
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 - N. Promoter shall secure light and score towers each night during the Tournament.
8. UTILITY VEHICLE. The City, upon request of Promoter, may provide utility vehicles to Promoter to maintain fields, empty trash and as a means of transportation. The following rules shall be enforced by Promoter with regard to use of the City owned utility vehicles:
- A. All drivers must be at least 16 years of age and possess a valid driver license.
 - B. Only employees or contractors of Promoter are authorized to use the utility vehicles.

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- C. Drivers must obey all traffic rules and regulations.
 - D. No more than one passenger allowed in seat during movement.
 - E. No persons allowed in truck bed.
 - F. Utility vehicles must be returned clean.
 - G. Any accident no matter how small must be report to the Sportsplex staff immediately and an incident report completed.
 - H. Utility vehicle must be properly secured when not in use (lock and cable provided by City).
 - I. Utility vehicle will not be used when fields are too we to drag mat.
 - J. Should overloading or heavy pulling cause damage to rear end or transmission, Promoter shall be responsible for repairs to the utility vehicle.
 - K. No more than 150 pounds allowed in truck bed.
 - L. Promoter must furnish a copy of an insurance policy as proof of insurance coverage for any property or equipment damage for duration of Tournament.
9. INDEMNIFICATION AND LIABILITY INSURANCE
- A. Possession and control of the lease premises. The Promoter assumes full possession and control of the lease premises to be exercised according to the Rental Agreement, the rules and regulations of the City and standards of care legally enforceable against the property, equipment, or Promoter, and the Promoter assumes full responsibility for the Tournament and any and all accidents on the premises, and liability for all losses, expenses, damages, demands and claims, if any, in connection with or arising out of any personal injury, including death, or damage or claims of damage to property sustained or claims to have been sustained in connection with or to have arisen out of conduct of the business or activity by the Promoter on or about the property leased herein during the term of this Lease, and the Promoter agrees to take all reasonable steps to avoid creation of a hazard.
 - B. Indemnification. Promoter and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including, without limitation, attorneys' fees, which in any way arise out of or relate to any acts of omission or commission of or attributed to Promoter and/or its agents, servants, employees, visitors, invites, guests, and representatives, including, but not limited to, those asserted as negligent, gross negligent, and/or intentional. Liability Insurance.
 - i. Proof of Insurance. Promoter shall provide, and pay all premiums when due, to maintain public liability insurance coverage in effect during the term of this Lease, specifically naming the City as an insured. Promoter shall furnish a copy of the policy, as proof of insurance coverage to the City in sufficient time in advance of the Tournament for review by the City Attorney and/or the City's Insurance advisors.
 - ii. Coverage requirements. The City requires that said liability insurance coverage shall be by a carrier having a rating of no less than "B-10". A lesser rating shall be accepted only after upon recommendation of the City Attorney after consideration of the company's reputation, reserves, and other factors deemed important, and the special

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circumstances of the Tournament. Minimum liability coverage limits shall be \$2,000,000.00 "per occurrence".

- iii. Special Tournaments or Hazards. Promoter shall furnish a list of all Tournaments or activities to be staged on the leased premises, or otherwise to be sponsored as a part of the Tournament staged on the leased premises. No special Tournaments or activities shall be held in connection with the Tournament that are excluded from the Promoter's public liability insurance coverage, unless a separate policy is furnished for the excluded activities naming the City as insured and fulfilling the same requirements and limits or liability as specified for Promoter's public liability insurance. Holding of any such activities excluded from the coverage and not specifically approved by the City for the Tournament by the City of Gulfport shall void this Agreement and permit the City to terminate the Tournament immediately.
 - iv. Additional requirements. The City shall have the right to refuse to allow any special activity deemed by the City to be extra hazardous in nature. The City shall further have the right to require as a condition precedent to all other requirements hereof, additional insurance (increased coverage) shall be furnished to cover the Tournament or activity, or that the Promoter's public liability over and above the insurance coverage for the special Tournament. The City shall have the unconditional right to refuse to approve any policy of insurance, or the holding of any Tournament, where in its sole discretion, the City is not adequately insured against the risk involved.
 - v. Contingency Provision. The City reserves the right to cancel this lease agreement or make substitute facilities available if implementation or change of the City's Master Plan should cause said facilities to be moved or to no longer be available for short term rental purposes, or in the Tournament of an unforeseen emergency or disaster.
10. NOTICE. Any official written notices required to be given under this Contract shall be hand delivered or mailed by U.S. Mail to the following:

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

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

Promoter: Billy VAUGHN (Name of Promoter)
3824 RIDGE LAKE DRIVE (Address)
MTAIRIE, LA 70002 (City, State and Zip)

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

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

[REST OF PAGE LEFT BLANK INTENTIONALLY]

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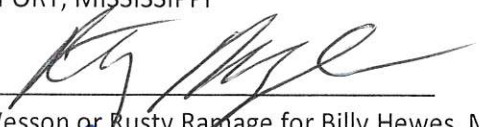


IN WITNESS WHEREOF as duly authorized:

City:

CITY OF GULFPORT, MISSISSIPPI

By:


Gus Wesson or Rusty Ramage for Billy Hewes, Mayor

Attest:

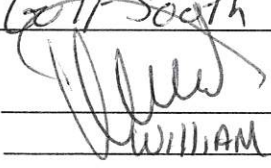

Linda Elias, Clerk

Dated: 1-15, 2019

Promoter:

Golf South USSSA (Name of Promoter)

By:

 DIRECTOR
WILLIAM VAUGHN (Printed name and title of person signing)

Dated: 1-15, 2019

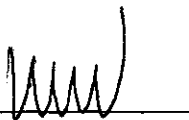
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EXHIBIT "B"
RULES AND REGULATIONS

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

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MAR 23-24

MS-1303-8382
Mississippi Sales Tax No.

FACILITY USE APPLICATION
GULFPORT SPORTSPLEX - GOLDIN PARK

\$500.00 deposit MUST be submitted at least ninety (90) days prior to Tournament start.

Only ONE tournament per application - application must be fully completed.

Date Application Submitted: 1/15/19

Promoter (**CORPORATE NAME**): Gulf South USSSA

Name of Tournament: Burnin Up the Turf

Sanctioning Body: USSSA

Primary Contact Person: Billy Vaughn

Physical address: 3824 Ridgelake Drive, Metairie, LA 70002

Mailing address, if different: N/A

E-mail address: billy.v Vaughn@ussa.com

Phone: (Hm) N/A (Wk) 504-265-0390 (Cell) 504-338-9995 (Fax) 504-265-0391

Alternate Contact Person: BECCA VAUGHN

Physical address: 3824 RIDGE LAKE DRIVE, METAIRIE, LA 70002

Mailing address, if different: 3824 RIDGELAKE DRIVE, METAIRIE, LA 70002

E-mail address: Billy.VAUGHN@USSSA.COM

Phone: (Hm) 504-338-9995 (Wk) 504-338-9995 (Cell) 504-338-9995 (Fax) 504-265-0391

Facility Requested (circle one): Gulfport Sportsplex Goldin Park

- For Gulfport Sportsplex (circle field numbers requested)
Baseball/Softball: 1 2 3 4 5 6 7 8 9 (10 11 12 13 14 15) Soccer: 1 2 3 4 5 6
- For Goldin Park (circle field numbers requested)
Baseball/Softball: 1 2 3 4 | Soccer: 1 2

Grass fields (Fields 1 - 9 and Soccer) - \$150.00/field/day • Artificial Turf fields (10-15 - \$225/field/day)

Dates of Tournament: MARCH 23 - 24, 2019

The undersigned understands that the fields and dates requested herein are not reserved for the above named tournament until such time as a Facility Use Agreement has been executed by the Promoter or its representative and the City of Gulfport. At all time, the Promoter agrees to abide by the terms of the Use Agreement. This Application is submitted by the undersigned for or on behalf of the aforementioned promoter.

Signature

Date 1/15/19

William Vaughn
Printed Name

CERTIFICATE OF INSURANCE	Issue Date: 1/15/2019																								
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																									
Important: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																									
Producer: EPIC Brokers License No. OB29370 P.O.Box 13847 Sacramento CA 95853 888-880-3602 Email: insurance@usssa.com	INSURERS AFFORDING COVERAGE INSURER A: Scottdale Insurance Company INSURER B: Scottdale Insurance Company INSURER C: INSURER D: INSURER E:																								
Insured: United States Specialty Sports Association 5800 Stadium Parkway Melbourne, FL 32940 800-741-3014																									
Coverages: This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">INSR LTR</th> <th style="width: 25%;">Type of Insurance</th> <th style="width: 5%;">ADDL INSD</th> <th style="width: 5%;">SUBR WVD</th> <th style="width: 15%;">Policy Number</th> <th style="width: 10%;">Policy Effective Date</th> <th style="width: 10%;">Policy Expiration Date</th> <th style="width: 30%;">Limits</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">A</td> <td>Commercial General Liability Occurrence Basis</td> <td style="text-align: center;">Y</td> <td style="text-align: center;">N</td> <td>KRS0000007642700</td> <td style="text-align: center;">1/1/2019</td> <td style="text-align: center;">1/1/2020</td> <td> Each Occurrence \$2,000,000 Damage to Rented Premises(ea occ) \$300,000 Med Exp (any one person) \$ Excluded General Aggregate \$ None Personal and Adv Injury \$2,000,000 Products - Comp/OP Agg \$2,000,000 Participant Legal Liability \$2,000,000 </td> </tr> <tr> <td style="text-align: center;">B</td> <td>Excess Liability</td> <td style="text-align: center;">Y</td> <td style="text-align: center;">N</td> <td>XKS0000007642800</td> <td style="text-align: center;">1/1/2019</td> <td style="text-align: center;">1/1/2020</td> <td> Each Occurrence \$1,000,000 Aggregate \$1,000,000 </td> </tr> </tbody> </table>		INSR LTR	Type of Insurance	ADDL INSD	SUBR WVD	Policy Number	Policy Effective Date	Policy Expiration Date	Limits	A	Commercial General Liability Occurrence Basis	Y	N	KRS0000007642700	1/1/2019	1/1/2020	Each Occurrence \$2,000,000 Damage to Rented Premises(ea occ) \$300,000 Med Exp (any one person) \$ Excluded General Aggregate \$ None Personal and Adv Injury \$2,000,000 Products - Comp/OP Agg \$2,000,000 Participant Legal Liability \$2,000,000	B	Excess Liability	Y	N	XKS0000007642800	1/1/2019	1/1/2020	Each Occurrence \$1,000,000 Aggregate \$1,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required) Coverage includes amateur play and practice in the insured sport for : City of Gulfport The Field/Facility Owner shown as the certificate holder shall be an additional insured but only with respects to liability caused by the negligent acts or omissions of the named insured and only with respects to losses resulting from amateur play and practice during USSSA sanctioned activities occurring between the coverage effective date listed below and the policy expiration date.																									
Certificate Holder:	Coverage Effective Date: 1/15/2019 11:39:00 AM																								
City of Gulfport 2309 15th Street Gulfport MS 39501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.																								
Certificate # USSSA-365014 Authorized Representatives: 																									

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FACILITY USE AGREEMENT (TOURNAMENT)

GULFPORT SPORTSPLEX – GOLDIN PARK

THIS AGREEMENT is dated as of the 7 day of January, 2019, by and between the CITY of Gulfport, Mississippi (hereinafter called City) and Richard Soloy (hereinafter called Promoter) for the use of the facilities located in and/or near the City of Gulfport's Sportsplex or Goldin Park as more fully identified in Promoter's Facility Use Application which is attached hereto as Exhibit "A" an incorporated herein by reference (hereinafter, "Requested Facilities"), pursuant to the terms and conditions and under the authority hereinafter set forth:

IT IS HEREBY AGREED:

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

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

- A. To reserve the fields noted in the Facility Use Application on the dates and at the times set forth therein, the Facility Use Application must be submitted and the Agreement executed by the Promoter and the City. Additionally, a \$500.00 deposit must be submitted at least ninety (90) days prior to the start of the Tournament. The deposit shall be applied to the Use and/or Cancellation Fee and noted on the invoice. This Agreement shall not be valid

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unless the Facility Use Application is attached hereto as Exhibit "A" and the \$500.00 deposit is received by the City at least ninety (90) days prior to the start of the Tournament.

- B. An invoice for the balance of the Use Fee shall be mailed or e-mailed to the Promoter within two (2) week days of the conclusion of the Tournament. Promoter shall reimburse the City for the City's costs associated with any damaged or lost equipment and such costs will be billed separately upon completion of repairs or purchase of replacement equipment. Payment is due to the City from the Promoter within thirty (30) days of invoice date.
 - C. Any invoices not paid within thirty (30) days of invoice date will be turned over for collection and the City reserves the right to cancel any or all other Tournaments currently contracted with the City by Promoter.
 - D. Each tournament shall be on a separate Facility Use Application.
3. RULES AND REGULATIONS. Promoter shall strictly enforce the "Rules and Regulations" set forth in Exhibit "B" hereto. Failure of Promoter to strictly enforce the same shall constitute a breach of this Agreement.
4. SPONSORS. Promoter agrees and understands that the City has entered into certain "exclusive rights" agreements or contracts including, but not limited to, agreements or contracts concerning food and/or beverage. As a result, Promoter shall advise the City, in writing, of any sponsors of or associated with the Tournament on the Facility Use Application or immediately upon tentatively securing a sponsor for an already scheduled Tournament. No Tournament or other sponsor shall be in conflict, direct or otherwise, with any exclusive rights sponsor or contractor of the City. The City reserves the sole discretion to determine if a proposed sponsor would conflict, direct or otherwise, with any exclusive rights sponsor or contractor of the City. Should a sponsor conflict, directly or otherwise, with a City "exclusive rights" agreement or contract, the City has the sole discretion to advise the Promoter to drop the sponsor and/or to cancel the tournament without recourse by Promoter.
5. CANCELLATION. Promoter must advise the City of Tournament or field cancellation no less than ten (10) days prior to the scheduled start of a Tournament. If Tournament is cancelled less than ten (10) days prior to the schedule start of a Tournament, Promoter shall pay a \$75.00 per grass field per day cancellation fee or \$100.00 per artificial turf field per day cancellation fee, whichever is applicable.
6. CITY RIGHTS AND RESPONSIBILITIES.
- A. The City (i.e., any City employee) has the right to remove any team, player, vendor, or group from the Sportsplex due to misconduct or infraction of rules.
 - B. The City shall provide trash pick up.
 - C. The City's decision on playability of the fields due to inclement weather or any other circumstances prior to or during a Tournament shall be final.
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- C. Drivers must obey all traffic rules and regulations.
 - D. No more than one passenger allowed in seat during movement.
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 - K. No more than 150 pounds allowed in truck bed.
 - L. Promoter must furnish a copy of an insurance policy as proof of insurance coverage for any property or equipment damage for duration of Tournament.
9. INDEMNIFICATION AND LIABILITY INSURANCE
- A. Possession and control of the lease premises. The Promoter assumes full possession and control of the lease premises to be exercised according to the Rental Agreement, the rules and regulations of the City and standards of care legally enforceable against the property, equipment, or Promoter, and the Promoter assumes full responsibility for the Tournament and any and all accidents on the premises, and liability for all losses, expenses, damages, demands and claims, if any, in connection with or arising out of any personal injury, including death, or damage or claims of damage to property sustained or claims to have been sustained in connection with or to have arisen out of conduct of the business or activity by the Promoter on or about the property leased herein during the term of this Lease, and the Promoter agrees to take all reasonable steps to avoid creation of a hazard.
 - B. Indemnification. Promoter and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including, without limitation, attorneys' fees, which in any way arise out of or relate to any acts of omission or commission of or attributed to Promoter and/or its agents, servants, employees, visitors, invites, guests, and representatives, including, but not limited to, those asserted as negligent, gross negligent, and/or intentional. Liability Insurance.
 - i. Proof of Insurance. Promoter shall provide, and pay all premiums when due, to maintain public liability insurance coverage in effect during the term of this Lease, specifically naming the City as an insured. Promoter shall furnish a copy of the policy, as proof of insurance coverage to the City in sufficient time in advance of the Tournament for review by the City Attorney and/or the City's Insurance advisors.
 - ii. Coverage requirements. The City requires that said liability insurance coverage shall be by a carrier having a rating of no less than "B-10". A lesser rating shall be accepted only after upon recommendation of the City Attorney after consideration of the company's reputation, reserves, and other factors deemed important, and the special

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circumstances of the Tournament. Minimum liability coverage limits shall be \$2,000,000.00 "per occurrence".

- iii. Special Tournaments or Hazards. Promoter shall furnish a list of all Tournaments or activities to be staged on the leased premises, or otherwise to be sponsored as a part of the Tournament staged on the leased premises. No special Tournaments or activities shall be held in connection with the Tournament that are excluded from the Promoter's public liability insurance coverage, unless a separate policy is furnished for the excluded activities naming the City as insured and fulfilling the same requirements and limits or liability as specified for Promoter's public liability insurance. Holding of any such activities excluded from the coverage and not specifically approved by the City for the Tournament by the City of Gulfport shall void this Agreement and permit the City to terminate the Tournament immediately.
 - iv. Additional requirements. The City shall have the right to refuse to allow any special activity deemed by the City to be extra hazardous in nature. The City shall further have the right to require as a condition precedent to all other requirements hereof, additional insurance (increased coverage) shall be furnished to cover the Tournament or activity, or that the Promoter's public liability over and above the insurance coverage for the special Tournament. The City shall have the unconditional right to refuse to approve any policy of insurance, or the holding of any Tournament, where in its sole discretion, the City is not adequately insured against the risk involved.
 - v. Contingency Provision. The City reserves the right to cancel this lease agreement or make substitute facilities available if implementation or change of the City's Master Plan should cause said facilities to be moved or to no longer be available for short term rental purposes, or in the Tournament of an unforeseen emergency or disaster.
10. NOTICE. Any official written notices required to be given under this Contract shall be hand delivered or mailed by U.S. Mail to the following:

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

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

Promoter: Richard Soley (Name of Promoter)
20619 Soley LA (Address)
Hammond LA 70401 (City, State and Zip)

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

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

[REST OF PAGE LEFT BLANK INTENTIONALLY]

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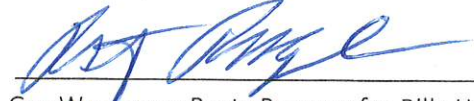
RS

IN WITNESS WHEREOF as duly authorized:

City:

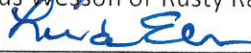
CITY OF GULFPORT, MISSISSIPPI

By:



Gus Wesson or Rusty Ramage for Billy Hewes, Mayor

Attest:



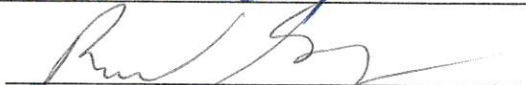
Linda Elias, Clerk

Dated: January 11, 2019

Promoter:

Richard Soley (Name of Promoter)

→ By:


Richard Soley - Tournament Director

(Printed name and title of person signing)

→ Dated: January 11, 2019

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EXHIBIT "B"
RULES AND REGULATIONS

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

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MAY 11-12

FACILITY USE APPLICATION
GULFPORT SPORTSPLEX – GOLDIN PARK

\$500.00 deposit MUST be submitted at least ninety (90) days prior to Tournament start.
Only ONE tournament per application – application must be fully completed.

Date Application Submitted: 1-7-19

Promoter (CORPORATE NAME): Richard Soley

Name of Tournament: Gulf Coast Bash 2

Sanctioning Body: USSSA

Primary Contact Person: Richard Soley

Physical address: 20619 Soley Ln Hammond, LA 70401

Mailing address, if different: Same

E-mail address: indafire@yahoo.com

Phone: (Hm) Same (Wk) Same (Cell) 985-351-0390 (Fax) NA

Alternate Contact Person: Johnny Williams

Physical address: 810 Oriole Street, Metairie, LA 70003

Mailing address, if different: Same

E-mail address: klwb nola@yahoo.com

Phone: (Hm) NA Same (Wk) Same (Cell) 504-354-5622 (Fax) NA

Facility Requested (circle one): Gulfport Sportsplex Goldin Park

- For Gulfport Sportsplex (circle field numbers requested)
Baseball/Softball: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 | Soccer: 1 2 3 4 5 6
- For Goldin Park (circle field numbers requested)
Baseball/Softball: 1 2 3 4 | Soccer: 1 2

Grass fields (Fields 1 – 9 and Soccer) - \$150.00/field/day • Artificial Turf fields (10-15 - \$225/field/day)

Dates of Tournament: MAY 11-12 2019

The undersigned understands that the fields and dates requested herein are not reserved for the above named tournament until such time as a Facility Use Agreement has been executed by the Promoter or its representative and the City of Gulfport. At all time, the Promoter agrees to abide by the terms of the Use Agreement. This Application is submitted by the undersigned for or on behalf of the aforementioned promoter.

Richard Soley
Signature

12/27/14
Date

Richard Soley
Printed Name

CERTIFICATE OF INSURANCE

Issue Date: 1/7/2019

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

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

Producer:

EPIC Brokers
License No. OB29370
P.O.Box 13847
Sacramento CA 95853
888-880-3602 Email: insurance@usssa.com

INSURERS AFFORDING COVERAGE

INSURER A: Scottdale Insurance Company
INSURER B: Scottdale Insurance Company
INSURER C:
INSURER D:
INSURER E:

Insured:

United States Specialty Sports Association
5800 Stadium Parkway
Melbourne, FL 32940
800-741-3014

Coverages:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

INSR LTR	Type of Insurance	ADDL INSD	SUBR WVD	Policy Number	Policy Effective Date	Policy Expiration Date	Limits
A	Commercial General Liability Occurrence Basis	Y	N	KRS0000007642700	1/1/2019	1/1/2020	Each Occurrence \$2,000,000 Damage to Rented Premises(ea occ) \$300,000 Med Exp (any one person) \$ Excluded General Aggregate \$ None Personal and Adv Injury \$2,000,000 Products - Comp/OP Agg \$2,000,000 Participant Legal Liability \$2,000,000
B	Excess Liability	Y	N	XKS0000007642800	1/1/2019	1/1/2020	Each Occurrence \$1,000,000 Aggregate \$1,000,000

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

Coverage includes amateur play and practice in the insured sport for . CITY OF GULFPORT

The Field/Facility Owner shown as the certificate holder shall be an additional insured but only with respects to liability caused by the negligent acts or omissions of the named insured and only with respects to losses resulting from amateur play and practice during USSSA sanctioned activities occurring between the coverage effective date listed below and the policy expiration date.

Certificate Holder:

Coverage Effective Date: 1/7/2019 11:44:00 AM

CITY OF GULFPORT

2309 15th Street
GULFPORT MS 39501

CANCELLATION

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

Certificate # USSSA-364122

Authorized Representatives:

Scott Michael

FACILITY USE AGREEMENT (TOURNAMENT)

GULFPORT SPORTSPLEX – GOLDIN PARK

THIS AGREEMENT is dated as of the 7 day of JANUARY, 2019 by and between the CITY of Gulfport, Mississippi (hereinafter called City) and Richard Soley (hereinafter called Promoter) for the use of the facilities located in and/or near the City of Gulfport's Sportsplex or Goldin Park as more fully identified in Promoter's Facility Use Application which is attached hereto as Exhibit "A" an incorporated herein by reference (hereinafter, "Requested Facilities"), pursuant to the terms and conditions and under the authority hereinafter set forth:

IT IS HEREBY AGREED:

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

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

- A. To reserve the fields noted in the Facility Use Application on the dates and at the times set forth therein, the Facility Use Application must be submitted and the Agreement executed by the Promoter and the City. Additionally, a \$500.00 deposit must be submitted at least ninety (90) days prior to the start of the Tournament. The deposit shall be applied to the Use and/or Cancellation Fee and noted on the invoice. This Agreement shall not be valid

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- unless the Facility Use Application is attached hereto as Exhibit "A" and the \$500.00 deposit is received by the City at least ninety (90) days prior to the start of the Tournament.
- B. An invoice for the balance of the Use Fee shall be mailed or e-mailed to the Promoter within two (2) week days of the conclusion of the Tournament. Promoter shall reimburse the City for the City's costs associated with any damaged or lost equipment and such costs will be billed separately upon completion of repairs or purchase of replacement equipment. Payment is due to the City from the Promoter within thirty (30) days of invoice date.
 - C. Any invoices not paid within thirty (30) days of invoice date will be turned over for collection and the City reserves the right to cancel any or all other Tournaments currently contracted with the City by Promoter.
 - D. Each tournament shall be on a separate Facility Use Application.
3. RULES AND REGULATIONS. Promoter shall strictly enforce the "Rules and Regulations" set forth in Exhibit "B" hereto. Failure of Promoter to strictly enforce the same shall constitute a breach of this Agreement.
4. SPONSORS. Promoter agrees and understands that the City has entered into certain "exclusive rights" agreements or contracts including, but not limited to, agreements or contracts concerning food and/or beverage. As a result, Promoter shall advise the City, in writing, of any sponsors of or associated with the Tournament on the Facility Use Application or immediately upon tentatively securing a sponsor for an already scheduled Tournament. No Tournament or other sponsor shall be in conflict, direct or otherwise, with any exclusive rights sponsor or contractor of the City. The City reserves the sole discretion to determine if a proposed sponsor would conflict, direct or otherwise, with any exclusive rights sponsor or contractor of the City. Should a sponsor conflict, directly or otherwise, with a City "exclusive rights" agreement or contract, the City has the sole discretion to advise the Promoter to drop the sponsor and/or to cancel the tournament without recourse by Promoter.
5. CANCELLATION. Promoter must advise the City of Tournament or field cancellation no less than ten (10) days prior to the scheduled start of a Tournament. If Tournament is cancelled less than ten (10) days prior to the schedule start of a Tournament, Promoter shall pay a \$75.00 per grass field per day cancellation fee or \$100.00 per artificial turf field per day cancellation fee, whichever is applicable.
6. CITY RIGHTS AND RESPONSIBILITIES.
- A. The City (i.e., any City employee) has the right to remove any team, player, vendor, or group from the Sportsplex due to misconduct or infraction of rules.
 - B. The City shall provide trash pick up.
 - C. The City's decision on playability of the fields due to inclement weather or any other circumstances prior to or during a Tournament shall be final.
 - D. The City has the right to remove any person, team, player, vendor, group or spectator from the complex due to misconduct or infraction of rules.
 - E. The City shall provide contract concession operation for the hours of the Tournament.
 - F. The City shall prepare contracted fields per specifications prior to first game.
 - G. The City shall inspect and clean restrooms (replace toilet paper, trash bags, and cleaning supplies).

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- H. The City shall open and secure facility entrance gates daily.
 - I. The City shall provide access to scoreboard towers and field lights as requested.
 - J. The City shall provide emergency call list.
7. PROMOTER RIGHTS AND RESPONSIBILITIES.
- A. Promoter may coordinate motel arrangements and retain any revenue.
 - B. Promoter may sell t-shirts and other non-food or non-beverage merchandise via a City approved vendor. Promoter shall compensate the City \$75/day for each merchandise vendor. Vendors must work under Promoter's Mississippi Sales Tax number or under the Vendors' own Mississippi Sales Tax numbers. Vendors shall contact the Sportsplex Manager at least three (3) weeks prior to scheduled Tournament.
 - C. Promoter shall obtain a Mississippi Sales Tax number to collect gate admissions or sell non-food and non-beverage merchandise. The Mississippi Sales Tax number must either be on file with the City or be provided to the Sportsplex Manager at least one week prior to Tournament or Tournament. Promoter and any approved vendors are responsible for reporting to the Mississippi Department of Revenue.
 - D. Food Vendors may be allowed ONLY with written approval from the City's concessions contractor and the City. A \$50.00 per day per food vendor charge shall be paid to the City.
 - E. Promoter is responsible for marking and dragging fields during the Tournament. The City will provide rakes, shovels, line, lime and line marker. After any rain, a Sportsplex representative must be contacted before any work will be done to the fields. No trench digging allowed.
 - F. Promoter must vacate the fields at the designated time.
 - G. Promoter may charge an entry fee and retain all revenues and may charge a gate admission fee into its Tournament and shall have full rights to gate admission during the Tournament.
 - H. Promoter shall contact the Sportsplex Manager for vendor approval if any merchandise vendors are planned for a Tournament. Food and beverage vendors are not allowed.
 - I. Promoter will be responsible for the conduct of all players and spectators attending the Tournament and shall enforce all applicable rules and regulations as may, from time to time, be promulgated by the City of Gulfport.
 - J. Promoter shall ensure that all Tournaments held at the complex are sanctioned through a governing body.
 - K. Promoter shall provide a final Tournament scheduled at least three (3) days prior to the start of the Tournament.
 - L. Promoter shall complete a field specification form and advise the Sportsplex Manager of the name of the Tournament Director at least five (5) days prior to the start of the Tournament.
 - M. Promoter shall provide proof of sanctioning organization.
 - N. Promoter shall secure light and score towers each night during the Tournament.
8. UTILITY VEHICLE. The City, upon request of Promoter, may provide utility vehicles to Promoter to maintain fields, empty trash and as a means of transportation. The following rules shall be enforced by Promoter with regard to use of the City owned utility vehicles:
- A. All drivers must be at least 16 years of age and possess a valid driver license.
 - B. Only employees or contractors of Promoter are authorized to use the utility vehicles.

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- C. Drivers must obey all traffic rules and regulations.
 - D. No more than one passenger allowed in seat during movement.
 - E. No persons allowed in truck bed.
 - F. Utility vehicles must be returned clean.
 - G. Any accident no matter how small must be report to the Sportsplex staff immediately and an incident report completed.
 - H. Utility vehicle must be properly secured when not in use (lock and cable provided by City).
 - I. Utility vehicle will not be used when fields are too we to drag mat.
 - J. Should overloading or heavy pulling cause damage to rear end or transmission, Promoter shall be responsible for repairs to the utility vehicle.
 - K. No more than 150 pounds allowed in truck bed.
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9. INDEMNIFICATION AND LIABILITY INSURANCE
- A. Possession and control of the lease premises. The Promoter assumes full possession and control of the lease premises to be exercised according to the Rental Agreement, the rules and regulations of the City and standards of care legally enforceable against the property, equipment, or Promoter, and the Promoter assumes full responsibility for the Tournament and any and all accidents on the premises, and liability for all losses, expenses, damages, demands and claims, if any, in connection with or arising out of any personal injury, including death, or damage or claims of damage to property sustained or claims to have been sustained in connection with or to have arisen out of conduct of the business or activity by the Promoter on or about the property leased herein during the term of this Lease, and the Promoter agrees to take all reasonable steps to avoid creation of a hazard.
 - B. Indemnification. Promoter and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including, without limitation, attorneys' fees, which in any way arise out of or relate to any acts of omission or commission of or attributed to Promoter and/or its agents, servants, employees, visitors, invites, guests, and representatives, including, but not limited to, those asserted as negligent, gross negligent, and/or intentional. Liability Insurance.
 - i. Proof of Insurance. Promoter shall provide, and pay all premiums when due, to maintain public liability insurance coverage in effect during the term of this Lease, specifically naming the City as an insured. Promoter shall furnish a copy of the policy, as proof of insurance coverage to the City in sufficient time in advance of the Tournament for review by the City Attorney and/or the City's Insurance advisors.
 - ii. Coverage requirements. The City requires that said liability insurance coverage shall be by a carrier having a rating of no less than "B-10". A lesser rating shall be accepted only after upon recommendation of the City Attorney after consideration of the company's reputation, reserves, and other factors deemed important, and the special

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 - v. Contingency Provision. The City reserves the right to cancel this lease agreement or make substitute facilities available if implementation or change of the City's Master Plan should cause said facilities to be moved or to no longer be available for short term rental purposes, or in the Tournament of an unforeseen emergency or disaster.
10. NOTICE. Any official written notices required to be given under this Contract shall be hand delivered or mailed by U.S. Mail to the following:

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

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

Promoter: Richard Soley (Name of Promoter)
20619 Soley Ln (Address)
Hammock LA 70401 (City, State and Zip)

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

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

[REST OF PAGE LEFT BLANK INTENTIONALLY]

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IN WITNESS WHEREOF as duly authorized:

City:

CITY OF GULFPORT, MISSISSIPPI

By:

[Signature]
Gus Wesson or Rusty Ramage for Billy Hewes, Mayor

Attest:

[Signature]
Linda Elias, Clerk

Dated: January 11, 2019

Promoter:

Richard Soley (Name of Promoter)

→ By: [Signature]
Richard Soley - Treasurer (Printed name and title of person signing)
Director

→ Dated: January 11, 2019

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EXHIBIT "B"

RULES AND REGULATIONS

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

Initial here _____

RS

June 18-19

FACILITY USE APPLICATION
GULFPORT SPORTSPLEX – GOLDIN PARK

\$500.00 deposit MUST be submitted at least ninety (90) days prior to Tournament start.

Only ONE tournament per application – application must be fully completed.

Date Application Submitted: 1-7-19

Promoter (**CORPORATE NAME**): Richard Soley

Name of Tournament: Gulf Coast BASH 1

Sanctioning Body: USSSA

Primary Contact Person: Richard Soley

Physical address: 20619 Soley Ln Hammond, LA 70401

Mailing address, if different: Same

E-mail address: indafire@yahoo.com

Phone: (Hm) Same (Wk) Same (Cell) 945-351-0340 (Fax) 80A

Alternate Contact Person: Johnny Williams

Physical address: 810 Oriole Street, Metairie, LA 70003

Mailing address, if different: Same

E-mail address: kwbnola@yahoo.com

Phone: (Hm) Same (Wk) Same (Cell) 504-354-5622 (Fax) 80A

Facility Requested (circle one): Gulfport Sportsplex Goldin Park

- For Gulfport Sportsplex (circle field numbers requested)
Baseball/Softball: 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 | Soccer: 1 2 3 4 5 6
- For Goldin Park (circle field numbers requested)
Baseball/Softball: (1 2 3 4) | Soccer: 1 2

Grass fields (Fields 1 – 9 and Soccer) - \$150.00/field/day • Artificial Turf fields (10-15 - \$225/field/day)

Dates of Tournament: JUNE 15-16 2019

The undersigned understands that the fields and dates requested herein are not reserved for the above named tournament until such time as a Facility Use Agreement has been executed by the Promoter or its representative and the City of Gulfport. At all time, the Promoter agrees to abide by the terms of the Use Agreement. This Application is submitted by the undersigned for or on behalf of the aforementioned promoter.

Richard Soley
Signature

12/27/18
Date

Richard Soley
Printed Name

CERTIFICATE OF INSURANCE

Issue Date: 1/7/2019

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

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

Producer:
EPIC Brokers
License No. OB29370
P.O.Box 13847
Sacramento CA 95853
888-880-3602 Email: insurance@ussa.com

INSURERS AFFORDING COVERAGE

INSURER A: Scottdale Insurance Company
INSURER B: Scottdale Insurance Company
INSURER C:
INSURER D:
INSURER E:

Insured:
United States Specialty Sports Association
5800 Stadium Parkway
Melbourne, FL 32940
800-741-3014

Coverages:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

INSR LTR	Type of Insurance	ADDL INSD	SUBR WVD	Policy Number	Policy Effective Date	Policy Expiration Date	Limits
A	Commercial General Liability Occurrence Basis	Y	N	KRS0000007642700	1/1/2019	1/1/2020	Each Occurrence \$2,000,000 Damage to Rented Premises (ea occ) \$300,000 Med Exp (any one person) \$ Excluded General Aggregate \$ None Personal and Adv Injury \$2,000,000 Products - Comp/OP Agg \$2,000,000 Participant Legal Liability \$2,000,000
B	Excess Liability	Y	N	XKS0000007642800	1/1/2019	1/1/2020	Each Occurrence \$1,000,000 Aggregate \$1,000,000

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

Coverage includes amateur play and practice in the insured sport for: CITY OF GULFPORT

The Field/Facility Owner shown as the certificate holder shall be an additional insured but only with respects to liability caused by the negligent acts or omissions of the named insured and only with respects to losses resulting from amateur play and practice during USSSA sanctioned activities occurring between the coverage effective date listed below and the policy expiration date.

Certificate Holder:

Coverage Effective Date: 1/7/2019 11:44:00 AM

CITY OF GULFPORT
2309 15th Street
GULFPORT MS 39501

CANCELLATION

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

Certificate # USSSA-364122

Authorized Representatives:

Scott Furbush



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 01/16/2019

Subject: Privilege License Report - for the month of December, 2018 - to be made a part of the minutes.

Recommendation:



Memorandum - City of Gulfport

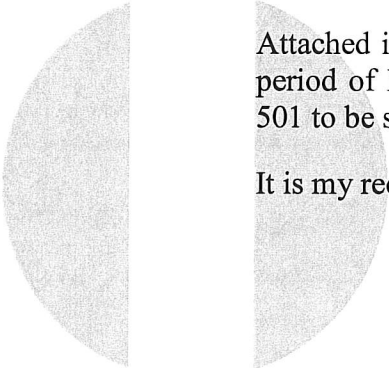
Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist

Date: January 16, 2019

Re: Privilege Licenses Issued
December 1 - 31, 2018



Attached is a report of the privilege licenses issued by the City of Gulfport for the period of December 1 thru December 31, 2018 per Mississippi Code §Ann.27-17-501 to be spread on the minutes

It is my recommendation to accept this report. Thank you for your consideration

DECEMBER 2018
PRIVILEGE LICENSES

Customer	Customer Address	Due	Date
THE CYCLE LAB LLC	820 PASS RD SUITE B	\$3.20	12/04/2018
BIMBO BAKERY OUTLET	13341 DEDEAUX RD	\$20.00	12/04/2018
ONE STOP SHOP INC	2734 17TH AVE	\$20.00	12/04/2018
THE CYCLE LAB LLC	820 PASS RD SUITE B	\$20.00	12/04/2018
THE RADISH LOFT	76 48TH STREET	\$40.00	12/04/2018
ECOATM LLC	10121 BARNES CANYON RD	\$40.00	12/04/2018
COAST BEACH TAN	2235 EAST PASS RD STE A	\$16.60	12/04/2018
WILLS WAY LLC	9230 OLD LORRAINE RD	\$20.00	12/05/2018
GULFCOAST AMUSEMENT	820 TOWNSHIP RD #B	\$16.60	12/07/2018
MAKE ME CHIC	200 PASS RD #5	\$11.60	12/11/2018
DISCOUNT RV	10551 OUTDOOR WAY #H	\$25.00	12/11/2018
MAKE ME CHIC	200 PASS RD #5	\$20.00	12/11/2018
MARK D STRINGER DMD	520 COURTHOUSE ROAD	\$30.00	12/11/2018
MOSES CONCRETE INC	41 FLEETWOOD DRIVE	\$20.00	12/11/2018
CINEMARK USA	15171 COMMUNITY RD	\$1,245.00	12/11/2018
ANNA'S CLOSET	3510 PARK BLVD	\$20.00	12/12/2018
FOUR SEASONS EVENTS	1223 PASS RD A	\$20.00	12/12/2018
VISION REALTY GROUP	1317 24TH AVE	\$20.00	12/12/2018
CEC ENTERTAINMENT, INC 562	P O BOX 2440	\$2,775.00	12/12/2018
COAST COCA COLA BOTTLING CO	3701 25TH AVE	\$10.00	12/12/2018
CORSO FRANK P INC	P O BOX 488	\$1,260.00	12/12/2018
VALBRIDGE PROPERTY ADVISORS SC MS. LLC	1010 FORD ST	\$30.00	12/12/2018
VETERANS BUILDING MAINTENANCE & REPAIR	611 RICH AVE	\$16.60	12/12/2018
SHARON'S HOMEMADE CANDLE BAKERY	44 39TH ST	\$16.60	12/12/2018
NAPA AUTO PARTS	14492 DEDEAUX ROAD	\$200.00	12/13/2018
SMARTE CARTE INC	4455 WHITE BEAR PKY	\$20.00	12/13/2018
CHAR-BAR	1307 25TH AVE	\$24.90	12/13/2018
CHIMNEYS RESTAURANT	P.O. BOX 486	\$57.77	12/14/2018
THAI LOUTUS	2327 25TH AVENUE	\$60.00	12/14/2018
CHIMNEYS RESTAURANT	P.O. BOX 486	\$69.30	12/14/2018
BILLYRAYS	3320 C AVENUE	\$33.75	12/14/2018
YOUR CBD STORE GULFPORT	1416 PASS RD	\$16.60	12/14/2018
JOHN'S CONSTRUCTION CO	538 26TH ST	\$40.00	12/17/2018
FUTURE DESIGN GROUP	2300 E PASS RD STE B	\$20.00	12/17/2018
HARBORVIEW ORAL & FACIAL SURGERY	1301 25TH AVE STE 3	\$20.00	12/18/2018
WAYNES DRYWALL	2622 WEST ANGELA CIR	\$20.00	12/18/2018
RUDYS LAWN SERVICE PLUS HANDYMAN	902 HEMLOCK RD	\$45.00	12/19/2018
NEXT LEVEL AUTOS LLC	5011 TENNESSEE AVE	\$20.75	12/19/2018
REDBOX AUTOMATED RETAIL LLC	13490 HWY 49	\$10.00	12/20/2018
R I D E MOTOR SCHOOL LLC	1626 24TH AVE SUITE C	\$1.60	12/21/2018
1 CALL PAUL BARBER AND BEAUTY SHOP	2103 25TH AVE	\$20.00	12/21/2018
CASINO COMPLIANCE ESSENTIALS LLC	P.O. BOX 7362	\$20.00	12/21/2018
R I D E MOTOR SCHOOL LLC	1626 24TH AVE SUITE C	\$20.00	12/21/2018
BAY ICE CO	1413 30TH AVE	\$10.00	12/21/2018
D J JANITORIAL SERVICE	8432 FLORDIA AVE	\$13.20	12/26/2018
BLAKNEY PROFESSIONAL SECURITY SERVICES	636 ROSALYNN PL	\$20.00	12/26/2018

DECEMBER 2018
PRIVILEGE LICENSES

COASTAL ENT GROUP	407 SECURITY SQUARE	\$20.00	12/26/2018
D J JANITORIAL SERVICE	8432 FLORDIA AVE	\$20.00	12/26/2018
NATURE'S PINE	16250 HUDSON STREET	\$20.00	12/26/2018
R AND R ENTERPRISES	13658 TARA HILLS CT	\$16.60	12/26/2018
ATKINS ENTERPRISE	906 SYCAMORE DRIVE	\$20.00	12/28/2018
NEXTHOME E-REALTY	12373 HWY 49 STE 3	\$20.00	12/28/2018
PREMIER PROFESSIONAL COUNSELING SERVICES	1390 29TH AVE STE B	\$20.00	12/28/2018
TIPS N TOES	9442 HIGHWAY 49	\$22.00	12/28/2018
WINDOW KING	727 PASS RD	\$20.00	12/28/2018
CSC SERVICEWORKS INC	303 SUNNYSIDE BLVD #70	\$410.00	12/28/2018
GRAYSTONE INVESTIGATIONS & SECURITY SERV	P O BOX 8062	\$24.90	12/28/2018
		\$7,092.57	



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Linda Elias, Comptroller
Administration

Date: 01/23/2019

Subject: Year-to-Date Budget Report - for the Month of December, 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: January 23, 2019

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

Please find attached a year-to-date budget report for the month ending December 31, 2018, representing the second (3rd) 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.

01/23/2019 09:41
lelias

CITY OF GULFPORT
YEAR-TO-DATE BUDGET REPORT THRU
DECEMBER 31, 2018



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FOR 2019 03

	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	-407,406.13	-132,264.35	.00	-19,746,202.87	2.0%
41 SALES TAX	-22,334,900	-22,334,900	-5,425,043.48	-1,858,946.50	.00	-16,909,856.52	24.3%
42 LICENSES AND PERMITS	-1,170,321	-1,170,321	-172,141.12	-42,526.91	.00	-998,179.88	14.7%
43 FRANCHISE FEES	-3,669,339	-3,669,339	-1,104,090.49	.00	.00	-2,565,248.51	30.1%
44 GAMING FEES	-4,101,790	-4,101,790	-916,937.16	-314,608.94	.00	-3,184,852.84	22.4%
45 GRANTS FEDERAL	-458,250	-743,489	-104,830.09	-23,273.62	.00	-638,658.99	14.1%
47 GRANTS OTHER	-1,176,750	-900,549	-334,963.04	-47,173.81	.00	-565,586.21	37.2%
48 FINES AND FORFEITS	-1,340,054	-1,340,054	-225,450.35	-57,500.77	.00	-1,114,603.65	16.8%
49 INTERGOVERNMENTAL	-1,885,000	-1,885,000	-88,308.96	-17,613.71	.00	-1,796,631.04	4.7%
50 CHARGES FOR SERVICE	-2,447,277	-2,451,257	-484,103.40	-401,273.76	3,750.00	-1,970,903.15	19.6%
51 INTEREST EARNED	0	0	-20,295.19	.00	.00	20,295.19	100.0%
56 MISC REVENUE	-269,350	-269,748	-75,884.86	-41,112.23	.00	-193,863.14	28.1%
58 OTHER FINANCING SRCE	0	0	-8,320.00	-2,820.00	.00	8,320.00	100.0%
TOTAL REVENUES	-59,006,640	-59,020,056	-9,367,774.27	-2,939,114.60	3,750.00	-49,656,031.61	15.9%
111 EXECUTIVE							
60 PERSONAL SERVICES	304,223	304,223	70,968.05	24,513.89	.00	233,255.08	23.3%
61 SUPPLIES	1,200	1,200	376.98	64.72	.00	823.02	31.4%
62 OTHER SERVICES	28,144	28,144	8,271.89	1,567.37	.00	19,872.31	29.4%
TOTAL EXECUTIVE	333,567	333,567	79,616.92	26,145.98	.00	253,950.41	23.9%
115 LEGISLATIVE							
60 PERSONAL SERVICES	359,244	359,244	81,095.94	27,801.77	.00	278,148.42	22.6%
61 SUPPLIES	5,700	5,700	1,162.81	37.50	.00	4,537.19	20.4%
62 OTHER SERVICES	1,604,573	1,442,898	143,925.38	7,236.95	2,447.13	1,296,525.49	10.1%
63 CAPITAL OUTLAY	10,593	10,593	4,998.27	.00	.00	5,594.73	47.2%
TOTAL LEGISLATIVE	1,980,110	1,818,435	231,182.40	35,076.22	2,447.13	1,584,805.83	12.8%
125 JUDICIAL							

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CITY OF GULFPORT
YEAR-TO-DATE BUDGET REPORT THRU
DECEMBER 31, 2018

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FOR 2019 03

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PERSONAL SERVICES	1,103,477	1,103,477	244,564.01	82,021.76	.00	858,912.81	22.2%
61 SUPPLIES	16,200	16,200	324.03	.00	2,440.12	13,435.85	17.1%
62 OTHER SERVICES	445,616	445,616	90,311.50	27,977.40	.00	355,304.50	20.3%
63 CAPITAL OUTLAY	5,000	5,000	.00	.00	.00	5,000.00	.0%
TOTAL JUDICIAL	1,570,293	1,570,293	335,199.54	109,999.16	2,440.12	1,232,653.16	21.5%
135 LEGAL							
60 PERSONAL SERVICES	954,183	954,183	217,980.23	74,797.05	.00	736,202.37	22.8%
61 SUPPLIES	6,479	6,479	827.15	.00	67.02	5,584.83	13.8%
62 OTHER SERVICES	342,127	342,127	59,505.04	19,225.12	62,750.03	219,871.93	35.7%
63 CAPITAL OUTLAY	8,000	8,000	.00	.00	123.56	7,876.44	1.5%
TOTAL LEGAL	1,310,789	1,310,789	278,312.42	94,022.17	62,940.61	969,535.57	26.0%
145 GENERAL ADMINISTRATION							
60 PERSONAL SERVICES	2,335,542	2,335,542	515,065.69	175,406.31	.00	1,820,476.27	22.1%
61 SUPPLIES	75,961	75,961	8,677.86	723.62	2,523.34	64,759.47	14.7%
62 OTHER SERVICES	1,478,363	1,478,363	465,582.57	36,243.83	92,840.42	919,940.01	37.8%
63 CAPITAL OUTLAY	273,526	451,801	19,658.30	.00	170,344.00	261,799.08	42.1%
TOTAL GENERAL ADMINISTRATION	4,163,392	4,341,667	1,008,984.42	212,373.76	265,707.76	3,066,974.83	29.4%
175 PUBLIC TRANSPORTATION							
62 OTHER SERVICES	356,933	356,933	81,498.00	.00	.00	275,435.00	22.8%
TOTAL PUBLIC TRANSPORTATION	356,933	356,933	81,498.00	.00	.00	275,435.00	22.8%
212 POLICE							
60 PERSONAL SERVICES	14,689,885	14,692,100	3,278,798.07	1,151,863.94	.00	11,413,301.68	22.3%
61 SUPPLIES	1,391,149	1,392,008	263,817.80	62,442.76	157,071.68	971,118.98	30.2%
62 OTHER SERVICES	2,117,401	2,153,583	399,455.14	210,776.60	17,916.38	1,736,211.69	19.4%

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CITY OF GULFPORT
YEAR-TO-DATE BUDGET REPORT THRU
DECEMBER 31, 2018

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FOR 2019 03

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
63 CAPITAL OUTLAY	61,723	93,239	26,319.90	.00	53,304.00	13,615.10	85.4%
TOTAL POLICE	18,260,159	18,330,930	3,968,390.91	1,425,083.30	228,292.06	14,134,247.45	22.9%
290 FIRE							
60 PERSONAL SERVICES	11,285,176	11,285,176	2,509,559.59	872,429.67	.00	8,775,616.48	22.2%
61 SUPPLIES	717,684	717,684	204,974.90	14,820.91	85,688.73	427,020.39	40.5%
62 OTHER SERVICES	641,241	641,241	138,192.88	69,742.34	13,620.60	489,427.20	23.7%
63 CAPITAL OUTLAY	215,717	215,717	1,822.22	.00	2,573.00	211,322.02	2.0%
TOTAL FIRE	12,859,818	12,859,818	2,854,549.59	956,992.92	101,882.33	9,903,386.09	23.0%
309 PUBLIC WORKS							
60 PERSONAL SERVICES	1,623,634	1,623,634	361,196.11	127,523.33	.00	1,262,437.88	22.2%
61 SUPPLIES	1,477,198	1,478,823	245,973.79	40,187.18	84,092.08	1,148,757.03	22.3%
62 OTHER SERVICES	3,685,111	3,685,111	938,573.30	322,165.47	2,322,999.82	423,537.88	88.5%
63 CAPITAL OUTLAY	607,775	609,986	186,160.70	47,513.70	178,462.36	245,362.99	59.8%
64 CAPITAL PROJECTS	63,673	63,673	11,087.00	.00	.00	52,585.66	17.4%
TOTAL PUBLIC WORKS	7,457,390	7,461,227	1,742,990.90	537,389.68	2,585,554.26	3,132,681.44	58.0%
325 ENGINEERING							
60 PERSONAL SERVICES	532,885	532,885	137,408.74	50,420.72	.00	395,476.68	25.8%
61 SUPPLIES	15,264	13,639	3,508.45	524.32	1,131.73	8,998.92	34.0%
62 OTHER SERVICES	1,904,839	1,904,839	507,708.99	168,592.04	41,209.64	1,355,920.70	28.8%
63 CAPITAL OUTLAY	4,000	4,000	1,975.77	.00	.00	2,024.23	49.4%
TOTAL ENGINEERING	2,456,989	2,455,364	650,601.95	219,537.08	42,341.37	1,762,420.53	28.2%
407 LEISURE SERVICES							
60 PERSONAL SERVICES	3,265,882	3,265,882	759,683.72	272,809.20	.00	2,506,198.33	23.3%
61 SUPPLIES	961,072	976,072	153,567.26	16,455.50	103,241.77	719,262.97	26.3%

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CITY OF GULEPORT
YEAR-TO-DATE BUDGET REPORT THRU
DECEMBER 31, 2018

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FOR 2019 03

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62 OTHER SERVICES	1,940,079	1,905,264	421,931.77	156,503.57	336,215.50	1,147,116.73	39.8%
63 CAPITAL OUTLAY	37,860	80,860	28,982.00	18,472.73	50,478.20	1,399.44	98.3%
65 DEBT SERVICE	131,883	123,698	31,351.58	10,238.55	86,422.80	5,923.62	95.2%
TOTAL LEISURE SERVICES	6,336,776	6,351,776	1,395,516.33	474,479.55	576,358.27	4,379,901.09	31.0%
611 URBAN DEVELOP\BLDG\PLANNING							
60 PERSONAL SERVICES	1,589,972	1,589,972	371,767.38	126,175.91	.00	1,218,204.40	23.4%
61 SUPPLIES	44,940	44,940	4,022.07	604.34	1,237.80	39,680.13	11.7%
62 OTHER SERVICES	287,267	287,267	55,131.03	11,537.90	16,700.67	215,435.30	25.0%
TOTAL URBAN DEVELOP\BLDG\PLANNING	1,922,179	1,922,179	430,920.48	138,318.15	17,938.47	1,473,319.83	23.4%
621 ECONOMIC DEVELOPMENT							
60 PERSONAL SERVICES	233,531	233,531	50,720.43	17,592.65	.00	182,810.79	21.7%
61 SUPPLIES	14,100	14,100	6,752.04	.00	3,519.00	3,828.96	72.8%
62 OTHER SERVICES	128,460	128,460	62,784.41	6,450.05	8,200.00	57,475.59	55.3%
63 CAPITAL OUTLAY	191,000	191,000	348.67	260.67	7,251.00	183,400.33	4.0%
TOTAL ECONOMIC DEVELOPMENT	567,091	567,091	120,605.55	24,303.37	18,970.00	427,515.67	24.6%
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	2,130,040	3,810,595.14	1,314,606.74	3,908,622.38	-5,589,177.71	362.4%
TOTAL REVENUES	-59,006,640	-59,020,056	-9,367,774.27	-2,939,114.60	3,750.00	-49,656,031.61	
TOTAL EXPENSES	61,045,512	61,150,096	13,178,369.41	4,253,721.34	3,904,872.38	44,066,853.90	
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	.00	.00	53,974.91	100.0%
	TOTAL REVENUES	-1,235,165	-1,235,165	-53,974.91	.00	.00	-1,181,190.03	4.4%
	TOTAL DISASTER RELIEF	-1,235,165	-1,235,165	-53,974.91	.00	.00	-1,181,190.03	4.4%
	TOTAL REVENUES	-1,235,165	-1,235,165	-53,974.91	.00	.00	-1,181,190.03	
100	CAPITAL PROJECTS							
000	REVENUES							
45	GRANTS FEDERAL	-22,882,422	-22,882,422	-3,314,437.66	-1,322,469.78	.00	-19,567,983.98	14.5%
46	GRANTS STATE	-162,257	-162,257	.00	.00	.00	-162,256.50	.0%
51	INTEREST EARNED	121,971	121,971	-86,910.16	-29,324.03	.00	208,880.94	-71.3%
56	MISC REVENUE	-435,932	-435,932	.00	.00	.00	-435,932.24	.0%
	TOTAL REVENUES	-23,358,640	-23,358,640	-3,401,347.82	-1,351,793.81	.00	-19,957,291.78	14.6%
345	CAPITAL PROJECTS - CAP							
62	OTHER SERVICES	284,583	233,442	21,188.05	.00	34,416.97	177,836.53	23.8%
63	CAPITAL OUTLAY	1,325,622	1,041,700	40,778.76	.00	1,298,435.51	-297,514.33	128.6%
64	CAPITAL PROJECTS	44,600,407	44,848,635	7,875,001.79	4,015,849.51	4,016,022.09	32,957,610.74	26.5%
65	DEBT SERVICE	0	292,302	67,354.11	5,753.81	.00	224,947.49	23.0%
	TOTAL CAPITAL PROJECTS - CAP	46,210,612	46,416,078	8,004,322.71	4,021,603.32	5,348,874.57	33,062,880.43	28.8%
440	CAPITAL PRJS-LEISURE/HARBOR							
64	CAPITAL PROJECTS	146,403	146,403	11,964.11	1,995.94	134,438.41	.47	100.0%
	TOTAL CAPITAL PRJS-LEISURE/HARBOR	146,403	146,403	11,964.11	1,995.94	134,438.41	.47	100.0%
	TOTAL CAPITAL PROJECTS	22,998,375	23,203,841	4,614,939.00	2,671,805.45	5,483,312.98	13,105,589.12	43.5%
	TOTAL REVENUES	-23,358,640	-23,358,640	-3,401,347.82	-1,351,793.81	.00	-19,957,291.78	
	TOTAL EXPENSES	46,357,015	46,562,481	8,016,286.82	4,023,599.26	5,483,312.98	33,062,880.90	
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	-543,155.50	-111,052.50	.00	-6,751,906.60	7.4%
51	INTEREST EARNED	0	0	-21.78	.00	.00	21.78	100.0%
	TOTAL REVENUES	-7,172,769	-7,295,062	-543,177.28	-111,052.50	.00	-6,751,884.82	7.4%
511	COMMUNITY DEVELOPMENT							
60	PERSONAL SERVICES	278,633	278,633	25,856.27	10,015.39	.00	252,777.22	9.3%
61	SUPPLIES	2,240	2,240	681.40	.00	.00	1,559.09	30.4%
62	OTHER SERVICES	139,696	139,696	26,985.28	17,233.03	.00	112,710.27	19.3%
64	CAPITAL PROJECTS	541,922	541,922	.00	.00	.00	541,922.14	.0%
	TOTAL COMMUNITY DEVELOPMENT	962,492	962,492	53,522.95	27,248.42	.00	908,968.72	5.6%
513	HOME CONSORTIUM							
60	PERSONAL SERVICES	24,297	24,297	30,993.96	10,331.32	.00	-6,697.46	127.6%
61	SUPPLIES	486	486	9.75	.00	.00	476.37	2.0%
62	OTHER SERVICES	4,540	4,540	429.15	224.64	.00	4,110.51	9.5%
	TOTAL HOME CONSORTIUM	29,322	29,322	31,432.86	10,555.96	.00	-2,110.58	107.2%
514	CDBG SUPPLEMENTAL FUNDS-KATRINA							
62	OTHER SERVICES	334,930	334,930	513.50	12.00	.00	334,416.50	.2%
64	CAPITAL PROJECTS	7,664,644	7,698,966	926,715.42	306,155.80	3,406,392.81	3,365,857.94	56.3%
	TOTAL CDBG SUPPLEMENTAL FUNDS-KAT	7,999,574	8,033,896	927,228.92	306,167.80	3,406,392.81	3,700,274.44	53.9%
	TOTAL COMMUNITY DEVELOPMENT	4,754,708	1,730,648	469,007.45	232,919.68	3,406,392.81	-2,144,752.24	223.9%
	TOTAL REVENUES	-7,172,769	-7,295,062	-543,177.28	-111,052.50	.00	-6,751,884.82	
	TOTAL EXPENSES	8,991,388	9,025,710	1,012,184.73	343,972.18	3,406,392.81	4,607,132.58	
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	-21,112.31	-6,792.09	.00	-912,909.69	2.3%
49	INTERGOVERNMENTAL	-34,000	-34,000	.00	.00	.00	-34,000.00	.0%
	TOTAL REVENUES	-968,022	-968,022	-21,112.31	-6,792.09	.00	-946,909.69	2.2%
211	POLICE AND FIRE RETIREMENT							
62	OTHER SERVICES	968,022	968,022	21,112.31	6,792.09	.00	946,909.69	2.2%
	TOTAL POLICE AND FIRE RETIREMENT	968,022	968,022	21,112.31	6,792.09	.00	946,909.69	2.2%
	TOTAL POLICE AND FIRE RETIREMENT	0	0	.00	.00	.00	.00	.0%
	TOTAL REVENUES	-968,022	-968,022	-21,112.31	-6,792.09	.00	-946,909.69	
	TOTAL EXPENSES	968,022	968,022	21,112.31	6,792.09	.00	946,909.69	
275	POLICE FORFEITURE & SEIZURE							
000	REVENUES							
49	INTERGOVERNMENTAL	0	-16,818	-16,621.65	-15,937.79	.00	-196.76	98.8%
51	INTEREST EARNED	0	0	-656.32	.00	.00	656.32	100.0%
56	MISC REVENUE	0	0	-6,014.20	.00	.00	6,014.20	100.0%
	TOTAL REVENUES	0	-16,818	-23,292.17	-15,937.79	.00	6,473.76	138.5%
276	FORFEITURES AND SEIZURES FED							
61	SUPPLIES	120,264	120,264	-2,474.91	.00	367.51	122,371.88	-1.8%
62	OTHER SERVICES	18,456	18,456	.00	.00	.00	18,456.00	.0%
63	CAPITAL OUTLAY	317,434	317,434	57,821.85	28,097.95	226,814.00	32,797.66	89.7%
	TOTAL FORFEITURES AND SEIZURES FE	456,154	456,154	55,346.94	28,097.95	227,181.51	173,625.54	61.9%
277	FORFEITURES AND SEIZURES COUNT							

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61 SUPPLIES	14,603	31,422	4,886.50	3,122.50	7,422.00	19,113.22	39.2%
63 CAPITAL OUTLAY	21,722	21,722	10,862.00	.00	.00	10,860.34	50.0%
TOTAL FORFEITURES AND SEIZURES CO	36,326	53,144	15,748.50	3,122.50	7,422.00	29,973.56	43.6%
TOTAL POLICE FORFEITURE & SEIZURE	492,480	492,480	47,803.27	15,282.66	234,603.51	210,072.86	57.3%
TOTAL REVENUES	0	-16,818	-23,292.17	-15,937.79	.00	6,473.76	
TOTAL EXPENSES	492,480	509,298	71,095.44	31,220.45	234,603.51	203,599.10	
285 COASTAL NARCOTICS TASK FORCE							
000 REVENUES							
49 INTERGOVERNMENTAL	0	-655	-532.25	-43.00	.00	-122.86	81.2%
51 INTEREST EARNED	0	0	-121.29	.00	.00	121.29	100.0%
TOTAL REVENUES	0	-655	-653.54	-43.00	.00	-1.57	99.8%
286 POLICE NARCOTICS TASK FORCE							
61 SUPPLIES	75,013	75,668	7,676.10	83.14	777.56	67,214.41	11.2%
63 CAPITAL OUTLAY	8,129	8,129	1,292.51	.00	3,994.00	2,842.46	65.0%
TOTAL POLICE NARCOTICS TASK FORCE	83,142	83,797	8,968.61	83.14	4,771.56	70,056.87	16.4%
TOTAL COASTAL NARCOTICS TASK FORC	83,142	83,142	8,315.07	40.14	4,771.56	70,055.30	15.7%
TOTAL REVENUES	0	-655	-653.54	-43.00	.00	-1.57	
TOTAL EXPENSES	83,142	83,797	8,968.61	83.14	4,771.56	70,056.87	
300 MUNICIPAL DEBT SERVICE							
000 REVENUES							
40 PROPERTY TAXES	-4,730,000	-4,730,000	-94,232.89	-30,315.87	.00	-4,635,767.11	2.0%
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	0	.00	.00	.00	.00	.0%
	TOTAL REVENUES	-30,371	-6,553,203	-94,232.89	-30,315.87	.00	-6,458,970.11	1.4%
701	DEBT SERVICE							
65	DEBT SERVICE	0	6,522,832	3,269,896.99	67,700.00	63,291.91	3,189,643.11	51.1%
	TOTAL DEBT SERVICE	0	6,522,832	3,269,896.99	67,700.00	63,291.91	3,189,643.11	51.1%
	TOTAL MUNICIPAL DEBT SERVICE	-30,371	-30,371	3,175,664.10	37,384.13	63,291.91	-3,269,327.00	*****%
	TOTAL REVENUES	-6,553,203	-6,553,203	-94,232.89	-30,315.87	.00	-6,458,970.11	
	TOTAL EXPENSES	6,522,832	6,522,832	3,269,896.99	67,700.00	63,291.91	3,189,643.11	
400	WATER/SEWER UTILITY FUND							
000	REVENUES							
48	FINES AND FORFEITS	0	0	-16.00	-16.00	.00	16.00	100.0%
50	CHARGES FOR SERVICE	-33,795,703	-33,795,703	-7,880,930.44	-2,242,868.61	.00	-25,914,772.56	23.3%
51	INTEREST EARNED	0	0	-5,219.28	.00	.00	5,219.28	100.0%
56	MISC REVENUE	-1,836,299	-1,836,299	-437,282.62	-155,566.87	.00	-1,399,016.38	23.8%
63	CAPITAL OUTLAY	0	1,000,000	1,000,000.00	.00	.00	.00	100.0%
	TOTAL REVENUES	-35,632,002	-34,632,002	-7,323,448.34	-2,398,451.48	.00	-27,308,553.66	21.1%
811	UTILITY BILLING							
60	PERSONAL SERVICES	980,888	980,888	227,198.63	77,868.12	.00	753,689.57	23.2%
61	SUPPLIES	65,500	65,500	11,114.95	2,128.12	3,872.33	50,512.72	22.9%
62	OTHER SERVICES	1,964,726	1,964,865	457,291.47	381,230.41	11,565.34	1,496,008.60	23.9%
	TOTAL UTILITY BILLING	3,011,114	3,011,254	695,605.05	461,226.65	15,437.67	2,300,210.89	23.6%
815	WATER OPERATIONS							

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61 SUPPLIES	1,939,650	1,939,650	377,457.68	80,475.27	110,342.67	1,451,849.65	25.1%
62 OTHER SERVICES	2,906,549	2,906,549	184,395.54	58,292.00	1,986,701.35	735,451.61	74.7%
63 CAPITAL OUTLAY	60,040	132,573	70,915.00	.00	23,037.00	38,620.93	70.9%
67 DEPRECIATION EXPENSE	0	0	337,392.03	325,392.03	.00	-337,392.03	100.0%
TOTAL WATER OPERATIONS	4,906,238	4,978,771	970,160.25	464,159.30	2,120,081.02	1,888,530.16	62.1%
825 SEWER OPERATIONS							
60 PERSONAL SERVICES	162,808	162,808	14,378.05	5,576.28	.00	148,429.97	8.8%
61 SUPPLIES	947,120	947,120	242,024.00	121,054.42	51,983.39	653,112.61	31.0%
62 OTHER SERVICES	2,990,552	2,990,552	1,516,399.74	389,742.25	1,256,109.15	218,043.30	92.7%
67 DEPRECIATION EXPENSE	0	0	8,000.00	.00	.00	-8,000.00	100.0%
TOTAL SEWER OPERATIONS	4,100,480	4,100,480	1,780,801.79	516,372.95	1,308,092.54	1,011,585.88	75.3%
835 DEBT SERVICE WATER AND SEWER							
65 DEBT SERVICE	9,341,909	8,341,909	2,166,279.34	712,611.82	.00	6,175,629.66	26.0%
TOTAL DEBT SERVICE WATER AND SEWE	9,341,909	8,341,909	2,166,279.34	712,611.82	.00	6,175,629.66	26.0%
845 HCWWSWMD							
62 OTHER SERVICES	11,712,450	11,712,450	3,565,059.26	979,480.32	4,939,008.50	3,208,382.24	72.6%
TOTAL HCWWSWMD	11,712,450	11,712,450	3,565,059.26	979,480.32	4,939,008.50	3,208,382.24	72.6%
849 WATER AND SEWER PROJECTS							
62 OTHER SERVICES	358,740	373,740	38,198.00	9,981.00	235,454.95	100,086.64	73.2%
63 CAPITAL OUTLAY	43,484	43,484	26,563.00	.00	.00	16,921.31	61.1%
64 CAPITAL PROJECTS	6,890,069	7,385,776	608,996.64	320,496.87	2,161,986.88	4,614,792.01	37.5%
65 DEBT SERVICE	49,980	49,980	12,495.03	.00	.00	37,484.97	25.0%
TOTAL WATER AND SEWER PROJECTS	7,342,273	7,852,979	686,252.67	330,477.87	2,397,441.83	4,769,284.93	39.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL WATER/SEWER UTILITY FUND	2,119,055	5,365,842	2,540,710.02	1,065,877.43	10,780,061.56	-7,954,929.90	248.3%
TOTAL REVENUES	-35,632,002	-35,632,002	-8,323,448.34	-2,398,451.48	.00	-27,308,553.66	
TOTAL EXPENSES	40,414,465	40,997,844	10,864,158.36	3,464,328.91	10,780,061.56	19,353,623.76	
420 JOSEPH T JONES							
000 REVENUES							
45 GRANTS FEDERAL	-75,000	-75,000	.00	.00	.00	-75,000.00	.0%
50 CHARGES FOR SERVICE	-820,000	-820,000	-170,107.35	-38,547.05	.00	-649,892.65	20.7%
51 INTEREST EARNED	0	0	-148.18	.00	.00	148.18	100.0%
56 MISC REVENUE	-517,500	-517,500	-756,626.83	-679,665.85	.00	239,126.83	146.2%
TOTAL REVENUES	-1,412,500	-1,412,500	-926,882.36	-718,212.90	.00	-485,617.64	65.6%
445 JOSEPH T JONES							
60 PERSONAL SERVICES	320,746	320,746	69,316.03	24,952.66	.00	251,429.57	21.6%
61 SUPPLIES	469,767	469,767	71,048.58	13,721.90	17,347.77	381,370.65	18.8%
62 OTHER SERVICES	1,093,883	1,043,883	551,920.24	221,728.80	150,329.53	341,633.26	67.3%
TOTAL JOSEPH T JONES	1,884,396	1,834,396	692,284.85	260,403.36	167,677.30	974,433.48	46.9%
TOTAL JOSEPH T JONES	849,968	421,896	-234,597.51	-457,809.54	167,677.30	488,815.84	-15.9%
TOTAL REVENUES	-1,412,500	-1,412,500	-926,882.36	-718,212.90	.00	-485,617.64	
TOTAL EXPENSES	1,884,396	1,834,396	692,284.85	260,403.36	167,677.30	974,433.48	
500 GROUP HEALTH AND LIFE							
000 REVENUES							
50 CHARGES FOR SERVICE	-5,862,073	-5,846,898	-1,333,883.27	-439,838.16	.00	-4,513,014.73	22.8%
51 INTEREST EARNED	-225,000	-225,000	.00	.00	.00	-225,000.00	.0%
56 MISC REVENUE	0	0	-55,308.77	-14,253.88	.00	55,308.77	100.0%
TOTAL REVENUES	-6,087,073	-6,071,898	-1,389,192.04	-454,092.04	.00	-4,682,705.96	22.9%
911 GROUP HEALTH AND LIFE							

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60 PERSONAL SERVICES							
62 OTHER SERVICES	6,035,000	6,035,000	1,250,958.84	332,877.22	.00	-6,000.00	100.0%
					.00	4,784,041.16	20.7%
TOTAL GROUP HEALTH AND LIFE	6,035,000	6,035,000	1,256,958.84	332,877.22	.00	4,778,041.16	20.8%
TOTAL GROUP HEALTH AND LIFE	-52,073	-36,898	-132,233.20	-121,214.82	.00	95,335.20	358.4%
TOTAL REVENUES	-6,087,073	-6,071,898	-1,389,192.04	-454,092.04	.00	-4,682,705.96	
TOTAL EXPENSES	6,035,000	6,035,000	1,256,958.84	332,877.22	.00	4,778,041.16	
510 CLAIMS CONTINGENCY							
000 REVENUES							
50 CHARGES FOR SERVICE	-2,264,065	-2,250,816	-397,020.00	-397,020.00	.00	-1,853,796.00	17.6%
51 INTEREST EARNED	0	0	-3,944.35	.00	.00	3,944.35	100.0%
56 MISC REVENUE	-270,000	-270,000	-699.76	.00	.00	-269,300.24	.3%
TOTAL REVENUES	-2,534,065	-2,520,816	-401,664.11	-397,020.00	.00	-2,119,151.89	15.9%
915 CLAIMS CONTINGENCY							
62 OTHER SERVICES	2,497,146	2,497,146	201,592.51	83,789.13	13,409.95	2,282,143.54	8.6%
TOTAL CLAIMS CONTINGENCY	2,497,146	2,497,146	201,592.51	83,789.13	13,409.95	2,282,143.54	8.6%
TOTAL CLAIMS CONTINGENCY	-36,919	-23,670	-200,071.60	-313,230.87	13,409.95	162,991.65	788.6%
TOTAL REVENUES	-2,534,065	-2,520,816	-401,664.11	-397,020.00	.00	-2,119,151.89	
TOTAL EXPENSES	2,497,146	2,497,146	201,592.51	83,789.13	13,409.95	2,282,143.54	
630 POLICE ASSET FORFEITURE FUND							
000 REVENUES							
51 INTEREST EARNED	0	0	-338.70	.00	.00	338.70	100.0%
TOTAL REVENUES	0	0	-338.70	.00	.00	338.70	100.0%

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CITY OF GULFPORT
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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	-338.70	.00	.00	338.70	100.0%
	TOTAL REVENUES	0	0	-338.70	.00	.00	338.70	
700	GENERAL FIXED ASSETS							
145	GENERAL ADMINISTRATION							
67	DEPRECIATION EXPENSE	0	0	155,892.90	155,892.90	.00	-155,892.90	100.0%
	TOTAL GENERAL ADMINISTRATION	0	0	155,892.90	155,892.90	.00	-155,892.90	100.0%
212	POLICE							
67	DEPRECIATION EXPENSE	0	0	85.18	.00	.00	-85.18	100.0%
	TOTAL POLICE	0	0	85.18	.00	.00	-85.18	100.0%
345	CAPITAL PROJECTS - CAP							
67	DEPRECIATION EXPENSE	0	0	8,000.00	.00	.00	-8,000.00	100.0%
	TOTAL CAPITAL PROJECTS - CAP	0	0	8,000.00	.00	.00	-8,000.00	100.0%
407	LEISURE SERVICES							
67	DEPRECIATION EXPENSE	0	0	7,959.88	7,765.38	.00	-7,959.88	100.0%
	TOTAL LEISURE SERVICES	0	0	7,959.88	7,765.38	.00	-7,959.88	100.0%
	TOTAL GENERAL FIXED ASSETS	0	0	171,937.96	163,658.28	.00	-171,937.96	100.0%
	TOTAL EXPENSES	0	0	171,937.96	163,658.28	.00	-171,937.96	
	GRAND TOTAL	31,126,960	32,101,784	14,217,756.09	4,609,319.28	24,062,143.96	-6,178,116.17	119.2%

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CITY OF GULFPORT
YEAR-TO-DATE PROJECT

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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	100,761.90	27,172.24	49,690.85	.40	100.0%
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	1,309,817.04	709,605.89	2,448,811.24	521,929.21	87.8%
00108 34TH AVE BOX CULVERT	119,850	119,850	111,322.25	97,287.25	8,527.75	.00	100.0%
00109 SHIP ISLAND FERRY TERMINAL	146,403	146,403	11,964.11	1,995.94	134,438.41	.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	122,988.00	12.00	100.0%
00113 Trace/Angela/Whitney Dr Pavin	2,208	0	.00	.00	.00	.00	.0%
02386 JONES PARK \ HARBOR IMP '07	811,885	811,885	4,989.72	.00	.00	811,885.00	.0%
02393 28TH STREET WIDENING(TEA 21)2	283,329	283,329	.00	.00	120,458.51	.00	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	19,768.00	693.00	40,044.75	550,169.25	9.8%
02507 WAYFINDING PROJECT	29,042	29,042	21,057.80	.00	7,500.00	484.06	98.3%
02508 ORANGE GROVE ROOF	383,261	383,261	29,208.85	.00	184,418.15	169,634.08	55.7%
02748 HAR CO DIST 4 PAVING PROJ/LIS	21,436	55,498	.00	.00	.00	55,497.64	.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	0	.00	.00	.00	.00	.0%
02796 COURTHOUSE RD IMP/WIDENING	2,030,921	2,030,921	1,268,836.59	409,375.26	612,083.81	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	8,727.31	.00	.00	60,621.57	12.6%
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	4,754,104.11	2,739,830.38	.00	26,714,461.57	15.1%
02820 TIDELANDS 16-IMPROV JONES YAC	88,285	88,285	8,727.32	.00	.00	79,557.79	9.9%
02821 E TAYLOR RD TRAFFIC STUDY	6,865	0	.00	.00	.00	.00	.0%
02822 20TH AVE MATCH	60,624	60,624	9,419.00	576.00	28,649.18	22,555.82	62.8%
02823 Seaway Road Pedestrian Pathwa	888,923	888,923	21,188.05	.00	4,753.35	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/COBBIE CREEK PROJ	457,727	453,646	.00	.00	5,313.95	448,331.65	1.2%
02930 SOCCER FIELDS	58,909	159,585	89,905.63	.00	75,658.63	-5,979.14	103.7%
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	115,206	350,172	158,053.21	5,753.81	7,357.92	184,760.74	47.2%
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	31,309.49	31,309.49	9,022.21	261.23	99.4%
05851 MDA HWY 49 AND 18TH ST DRAINAGE	4,686	4,686	-314.30	.00	3,393.56	1,606.44	65.7%
29008 LEASE PURCHASE OF 5 FIRE TRUC	1,325,622	1,041,700	40,778.76	.00	1,298,435.51	-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	24,325.94	.00	100.0%
41147 PLAYGROUND MODULES	5,212	62,548	15,637.08	.00	.00	46,911.24	25.0%
82585 VEH MOUNTED CAMERA TRUCK I &	25,575	0	.00	.00	.00	.00	.0%
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	46,357,015	46,562,481	8,015,261.92	4,023,599.26	5,483,312.98	33,063,905.80	29.0%
400 WATER/SEWER UTILITY FUND							
00105 FY18 CAPITAL EQUIP/MACHINERY	0	21,688	21,688.00	.00	.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	82,546.00	37,623.25	.00	.00	100.0%
00115 LAURELWOOD	0	300,000	.00	.00	.00	300,000.00	.0%
00117 N Wastewater Trmt Plant Expan	0	40,000	10,000.00	.00	30,000.00	.00	100.0%
00120 Sweetwater Trail L/S Lining	0	15,350	12,950.00	.00	.00	2,400.00	84.4%
00121 CANAL ROAD RUBBISH PROPERTY	0	140,000	134,977.44	181.62	2,000.00	3,022.56	97.8%
02787 ST PAVING PHASE 7	20,912	20,912	.00	.00	.00	20,911.79	.0%
02922 PW EQUIPMENT	21,796	21,796	4,875.00	.00	.00	16,921.31	22.4%
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	.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	349,001.20	270,370.00	2,332,810.46	13,866.97	99.5%
82567 POPLAR CIRCLE CHAMBERLAIN AVE	53,140	30,000	.00	.00	.00	29,999.92	.0%
82568 PH 1WEST 28TH ST WATER MAIN I	76,060	76,060	.00	.00	.00	76,060.00	.0%
82569 PH 2WEST 28TH ST WATER MAIN I	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	135,624	.00	.00	4,505.05	131,119.11	3.3%
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/BEAULAH CHURCH RD	109,700	109,700	25,510.00	310.00	5,190.33	79,000.00	28.0%
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	.00	.00	32,191.80	.7%
82583 THREE RVRS FR ONEAL TO DCKWRT	2,892	17,892	12,781.00	9,981.00	2,874.37	2,236.47	87.5%
82584 THREE RIVERS RD/MAYS RD SEWER	979,225	979,225	15,712.00	12,012.00	7,505.28	956,008.00	2.4%
82585 VEH MOUNTED CAMERA TRUCK I &	0	49,980	12,495.03	.00	.00	37,484.97	25.0%
TOTAL WATER/SEWER UTILITY FUND	4,495,857	6,180,060	1,682,752.67	330,477.87	2,397,441.83	2,099,865.93	66.0%
GRAND TOTAL	50,852,871	52,742,541	9,698,014.59	4,354,077.13	7,880,754.81	35,163,771.73	33.3%

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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	332,905.51	99,609.44	1,127,176.41	965,269.85	60.2%
05849 BRICKYARD BAYOU DRAINAGE	3,997,125	3,997,125	511,495.05	172,739.85	2,222,063.44	1,263,566.66	68.4%
05850 COFFEE CREEK DRAINAGE/RECREAT	260,979	295,300	33,818.51	33,818.51	.00	261,481.93	11.5%
05851 MDA HWY 49 AND 18TH ST DRAINAGE	1,316,119	1,316,119	49,009.85	.00	57,152.96	1,209,956.00	8.1%
TOTAL COMMUNITY DEVELOPMENT	8,349,574	8,383,896	927,228.92	306,167.80	3,406,392.81	4,050,274.44	51.7%
GRAND TOTAL	8,349,574	8,383,896	927,228.92	306,167.80	3,406,392.81	4,050,274.44	51.7%

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



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
General Finance

Date:

Subject: Letter - regarding move to AT&T First Net Services - to be made a part of the minutes.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 01/23/2019

Subject: Letter - regarding the Emergency Purchase Authorization for replacement parts to repair the 18th Avenue Lift Station Pump - Public Works - to be made a part of the minutes.

Recommendation:

Memorandum

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: January 23, 2019

Re: Emergency Purchase Authorization
Replace 18th Avenue Lift Station Pump
Department of Public Works

Attached please find a letter of explanation from Director of Public Works, Wayne Miller, along with a quote from Fluid Process & Pumps, LLC in the amount of \$8,872.00 to provide parts to repair the pump. Purchase Order #202870 was issued in support of this emergency.

As per MS Code 31-7-1 (f), documentation of this emergency is to be placed on the minutes of the board.

I thank you for your consideration.

Memorandum – City of Gulfport



PUBLIC WORKS

TO: Connie Debenport, Purchasing

CC: Ryan Merrill, Assistant Director of Public Works
Veronica Weaver, Public Works Budget Analyst

FROM: Wayne E. Miller, P.E., Director of Public Works *WEM*

DATE: January 23, 2019

RE: **Emergency Purchase for the 18th Avenue Lift Station Pump Failure**

Currently, one of the three lift station pumps located at the 18th Avenue Lift Station has failed. This failure can be attributed to sand entering the pump causing a mechanical malfunction which caused a hole to rupture in the side. This is the primary pump for this lift station and needs to be replaced. This would be considered an emergency due to “failure of a machine used in the transportation of sewage” per State of Mississippi Purchase Law, Section 31-7-1(f).

Fluid Process & Pumps, LLC. has submitted a quote in the amount of \$8,872 to repair this pump. Attached is copy of this quote.

In order to restore the sewer system to the proper operating condition, I recommend this emergency purchase.



FLUID PROCESS & PUMPS, LLC

318 LEGGETT DR., RICHLAND, MS 39218
(601) 664-0233 FAX (601) 664-0144

QUOTATION

DATE: 1/21/19

TO CITY OF GULFPORT	FPP QUOTE#: <u>4738</u>
ATTN: LYLE SMITH	JOB NAME: <u>FAIRBANKS MORSE PARTS</u>
FAX #	LOCATION: <u></u>

YOUR INQUIRY	SHIPPING DATE	TERMS	F.O.B.
VBL	4-6 WEEKS	NET 30 DAYS	FACTORY

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	THANK YOU FOR THE OPPORTUNITY TO QUOTE AS FOLLOWS:		
	S/N#K3S1-058643		
1	VOLUTE	6,525.00	6,525.00
1	PIPE PLUG 1/4"	9.00	9.00
2	PIPE PLUG 3/4"	8.00	16.00
1	HAND HOLE COVER	42.00	42.00
1	HAND HOLE COVER GASKET	13.00	13.00
4	CAP SCREW	9.00	36.00
1	VOLUTE GASKET	18.00	18.00
1	FRONT HEAD	2,213.00	2,213.00
	PLUS FREIGHT		
	Prices do not include any applicable taxes.		

Prices are firm for a period of 30 days after date of this quotation unless otherwise stated herein. After this time the prices are subject to increase without notice.

By: JERRY RICHARDSON



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 01/15/2019

Subject: Letter - regarding bid awarded by Purchasing to Kirk Auto Company for Vehicle Service Bodies - Public Works - 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: January 15, 2019

Re: Vehicle Service Body (3)
Department of Public Works
Bids Received in Purchasing 01-11-19

I have reviewed the bids received on the above referenced item and find Kirk Auto Company to be the lowest and best for a total bid amount of \$32,367.00 for three (3) trucks service bodies.

I have issued Purchase Order #202724 accordingly and respectfully request you make this a part of the minutes. I have attached a copy of the tabulation sheet for your review.

Thank you for your consideration.

Knapheide 6108D54 Service Body & Accessories
Department of Public Works
PO #202724

SCOPE OF WORK		Kirk Auto Co.	Sullivan Truck Company	Aerial Truck Equipment Co
Provide and Install Three (3) each Knapheide Service Body and accessories to fit Ford F-450XL Crewcab & chassis 6.7L diesel engine; 60" CA. Complete trucks to be delivered to DPW Knapheide Utility Body 6108D54 "Blue Jeans" 2019 Ford Mounting hardware kit 94" recessed Galva Grip bumper LED flush mount 6 circuit likht kit with 2019 Ford wiring harness LED clearance light kit Weld on service body receiver hitch Service body ladder rack-cab over with 2 center cross braces Mud flaps with mounting brackets (pair) 7-way trailer plug with mounting brackets KNA-12256319 harness for rear strobes KNA-65776970 front strobe light kit LUV-587088-571 mega grip step running boards 6" ovan ECCO backup alarm LABOR Prep truck & body -mount body-mount hitch & 7 way -mount flaps Complete truck & deliver to DPW City of Gulfport, MS	QTY			
	3			
	PER UNIT COST	\$ 10,789.00	\$10,950.00	\$10,540.00
	Freight/Delivery Cost	\$0.00	\$0.00	\$600.00
	TOTAL	\$ 32,367.00	\$32,850.00	\$33,420.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 01/25/2019

Subject: Letter - regarding bid awarded by Purchasing to Chancellor Supply, Inc. for replacement parts for street lights - Traffic Department - to be made a part of the minutes.

Recommendation:

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist 

Date: January 25, 2019

Re: Replacement Parts for Street Lights
Traffic Department
Bids Received 01/25/2019

I have reviewed the bids received on the above referenced item and recommend acceptance of the lowest and best bid as submitted by Chancellor Supply, Inc. for a total bid amount of \$12,856.64.

I have issued Purchase Order #202927 accordingly and respectfully request you make this a part of the minutes.

Thank you for your consideration.

Street Light Replacement Parts

Dept of Public Works

Bid Date: January 25, 2019

PO# 202927

CHANCELLOR SUPPLY INC			
	Qty	Unit Price	Total Price
Daybrite #RFM-160W96LED4K-G2-R3M UNV-DMG PH9-GY3 160 WATT LED STREETLIGHTS	30	\$294.16	\$8,825.04
Daybrite #RFM-90WLED4K-G2-R3M-UNV-DMG PH9-GY3 90 WATT LED STREETLIGHTS	15	\$268.77	\$4,031.04
			\$12,856.08

IRBY			
Daybrite #RFM-160W96LED4K-G2-R3M UNV-DMG PH9-GY3 160 WATT LED STREETLIGHTS	30	\$300.00	\$9,000.00
Daybrite #RFM-90WLED4K-G2-R3M-UNV-DMG PH9-GY3 90 WATT LED STREETLIGHTS	15	\$269.00	\$4,035.00
			\$13,035.00

ALL-PHASE ELECTRIC			
Daybrite #RFM-160W96LED4K-G2-R3M UNV-DMG PH9-GY3 160 WATT LED STREETLIGHTS	30	\$442.00	\$13,260.00
Daybrite #RFM-90WLED4K-G2-R3M-UNV-DMG PH9-GY3 90 WATT LED STREETLIGHTS	15	\$331.00	\$4,965.00
			\$18,225.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Elizabeth MacMillan, Office Manager
Leisure Services

Date: 01/28/2019

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

Recommendation:

STATE OF MISSISSIPPI
COUNTY OF HARRISON

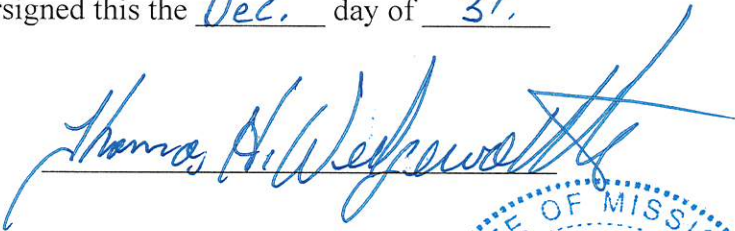
CONVEYANCE DEED

FOR AND IN CONSIDERATION of the payment of a certain amount of dollars not to be more than five hundred (\$500.00) per space, cash in hand paid or other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned THOMAS WEDGEWORTH 828 25th ST. GULFPORT, MS. 39501 PH. 228-233-3507 as heir to M.Z. WEDGEWORTH hereby conveys unto SHERRY BURNS 828 25th ST. GULFPORT, MS. 39501 PH. 228-206-0406 the following described land and property located in EVERGREEN CEMETERY in the City of Gulfport and more particularly described as follows, to wit:

BLOCK 14 LOT 14 SPACE 1

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 Dec. day of 31. 2018.



STATE OF Mississippi
COUNTY OF Harrison



PERSONALLY appeared before me, the undersigned authority in and for the above named jurisdiction, the within named THOMAS WEDGEWORTH who acknowledged that he 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 31 day of December 2018.



My Commission Expires:

4-14-2022

PREPARED BY: THE CITY OF GULFPORT
 CEMETERY DEPARTMENT





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 01/15/2019

Subject: Request - permission to apply for FY19-20 Alcohol and Police Traffic Grants.

Recommendation:

Memorandum

To: Mayor Billy Hewes

From: Chief Leonard Papania

Date: January 15, 2019

Re: Permission to Apply for 2019-2020 Fiscal Year Grants

Please place the item described below on the Council agenda.

Subject: Permission to reapply for grants currently awarded to the Gulfport Police Department by the Mississippi Department of Public Safety, Division of Public Safety Planning.

Your permission is requested to continue the following grant programs during the 2019-2020 fiscal year by reapplying for grant funding: (1) Alcohol Countermeasures, (2) Traffic Services Grant.

Alcohol and Traffic Services are 100% federally funded with the exception of fringes.

Your consideration of this request and continued support of the police department's crime prevention, traffic safety, youth development, and enforcement programs is greatly appreciated.