



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, May 7, 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

Minutes / Appointments

- 1** Approval of Minutes - for February 5, 2019.
- 2** Approval of Minutes - for February 19, 2019.
- 3** Approval of Minutes - for March 5, 2019.
- 4** Approval of Minutes - for March 13, 2019 SCM.
- 5** Approval of Minutes - for March 19, 2019 SCM and March 19, 2019.
- 6** Approval of Minutes - for April 2, 2019 Workshop and April 2, 2019.
- 7** Approval of Minutes - for April 19, 2019 SCM.
- 8** Ratification – of re-appointment to the Coast Transit Authority Board of Commissioners.

Code Enforcement / Planning

- 9 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.
- 10 Certificate of Resubdivision - divide one parcel into two parcels zoned R-1-15 (Single-family): located at 12501 Old Hwy 49 - Case # 1903PC027 - Ward 7.
- 11 Final Plat (Short Form) - approval for third replat of Pineridge Gardens Cemetery to add 52 burial plots on tax parcel zoned R-2 (Single-family) - Case # 1906PC066 - Ward 1
- 12 Acceptance for Perpetual Maintenance - Florence Gardens Phase IV The Westwood District Subdivision public improvements, excluding the roadway, release of existing warranty bond, and transfer of streetlight account to the City of Gulfport. A Performance bond extension is required, in the amount of \$36,000 - Case 1801PC016 - Ward 6.

Ordinances

- 13 Ordinance - amending Section 4-218(d) of the Code of Ordinances of the City of Gulfport, Mississippi.
- 14 Ordinance - to rezone a tax parcel from R-1-15 (Single-family) to B-1 (Neighborhood Business) - 5th Street - Case # 1903PC026 - Ward 7.

Resolutions

- 15 Resolution - approving petition by DCS-Fayards Cold Storage for a Freeport Warehouse License and a Municipal Ad Valorem Tax Exemption, not to include School District taxes on personal property shipped out of state during each calendar year pursuant to Miss. Code (1972) Ann., as amended, sec. 27-31-51, et seq., and for related purposes.
- 16 Resolution - appointing Jeremy Perry as an additional Deputy City Clerk for the City of Gulfport, and for related purposes.

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- 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”, to authorize special checks to acquire the property interests stated herein, and for related purposes.
- 18** Resolution - voiding the Memorandum of Lease Agreement between the City of Gulfport and the Harrison County School Board, and for related purposes.
- 19** Resolution - approving Memorandum of Understanding with the Mississippi Department of Transportation for the Pedestrian Sidewalk Study along U.S. Highway 49 South of Creosote Road, authorizing the Mayor to execute the same, and for related purposes.
- 20** Resolution - approving Construction Agreement with Mississippi Power Company for the Downtown Streetscape III Project, authorizing the Mayor to execute the same, and for related purposes.
- 21** Resolution - approving Award to Neel-Schaffer, Inc., for Construction Engineering & Inspection Services in connection with the 20th Avenue Improvements Project, approving Contract between the City of Gulfport and Neel-Schaffer, Inc. for said work, authorizing the Mayor to execute the same, and for related purposes.
- 22** Resolution - approving the Terms, Conditions and Warranty Information with Transcend Tactical, authorizing the Mayor to execute the same, and for related purposes.
- 23** Resolution - approving Amendment No. 1 to Memorandum of Understanding with the Mississippi Department of Transportation for the 20th Avenue Improvements Project, authorizing the Mayor to execute the same, and for related purposes.
- 24** Resolution - approving Supplemental Agreement #1 to Contract with Moran Hauling, Inc., for Construction Services in connection with the Dedeaux Road Widening Phase I Improvements Project, authorizing the Mayor to execute said Agreement, and for related purposes.
- 25** Resolution - approving sale of sidearm to Officer David Montague upon his retirement from the City of Gulfport and setting the amount to be paid for said firearm pursuant to Miss. Code Ann. § 45-9-131 (rev. 2014).

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- 26** Resolution - approving sale of sidearm to Lieutenant Mike Shaw upon his retirement from the City of Gulfport and setting the amount to be paid for said firearm pursuant to Miss. Code Ann. § 45-9-131 (rev. 2014).
- 27** Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the Rotary Club of Gulfport Crawdads and Candidates Event, and for related purposes.
- 28** Resolution - accepting a United States Department of Labor Workforce Innovation & Opportunity Act Grant from and through the Southern Mississippi Planning & Development District, authorizing the Mayor to execute any and all documents required to accept said Grant, and for related purposes.
- 29** Resolution - approving the temporary closure of municipal right of way for the Gulfport Police Officer Memorial Ceremony to be held on Friday, May 17, 2019, and for related purposes.
- 30** Resolution - approving the temporary closure of municipal right of way for the 2019 Sugarplum Parade to be held on Saturday, December 7, 2019, and for related purposes.
- 31** Request - to change the Holiday Event Coordinator position to a Maintenance Technician - Leisure Services Department.
- 32** Request - to change a Marina Assistant position from Part-Time Plus to Full-Time - Leisure Services Department.
- 33** Request - permission to advertise for CDBG-HOME 2019 Public Service Applications for Funding and 30-day Public Review of Draft and Public Hearing Notice.

Budget Amendments / Docket of Claims

- 34** Budget Amendment #49 - to increase CNET Operating Supplies as a result of funds received from drug restitution.
- 35** Budget Amendment #50 - to increase Police Department Supplies (photo) as a result of funds received from PropertyRoom.com.
- 36** Budget Amendment #51 - to increase Police Department Wireless Data (Services) from funds received from Department of Public Safety Wireless Communication money.

- 37 Budget Amendment #52 - to increase Police Department photo/fingerprinting line item with funds received from PropertyRoom.com.
- 38 Budget Amendment #53 - to increase Police Department Training / Salary line item with funds received from dispatch training.
- 39 Budget Amendment #54 - to transfer funds within the Leisure Services Department Budget.
- 40 Budget Amendment #55 - allocation of SMPDD WIOA Grant Funds - Fire Department.
- 41 Docket of Claims - to be approved through May 8, 2019.

Routine Agenda

- 42 Associated Adjusters Check Registers - for workers' comp and general liability claims paid during March, 2019 - to be made a part of the minutes.
- 43 Bi-Weekly Payroll Report - for the month of March, 2019 - to be made a part of the minutes.
- 44 Public Records Requests - for the month of February, 2019 - to be made a part of the minutes.
- 45 Public Records Requests - for the month of March, 2019 - to be made a part of the minutes.
- 46 Year-to-Date Budget Report - for the month of March, 2019 - to be made a part of the minutes.
- 47 Legal Notice - advertisement for bids for Grounds Maintenance for the City of Gulfport
- 48 Letter - regarding 2019 Keep Gulfport Clean and Green Event - to be made a part of the minutes.
- 49 Letter - regarding bid awarded by Purchasing to GovConnection Inc. for desktop computers - Information Technology - to be made a part of the minutes.

- 50** Letter - regarding bid awarded by Purchasing to Petersen Industries Inc., for Hydraulic Actuator Motor for PW - to be made a part of the minutes.

- 51** Letter - regarding bid awarded by Purchasing to Temple Inc. for Replacement of Traffic Signal Controllers - Traffic Department - to be made a part of the minutes.

- 52** Ratification - of Memorandum of Agreement with AT&T Mobility National Accounts, LLC associated with the FirstNet Program - to be made a part of the minutes.

- 53** Ratification - Marquee Sign Advertising Contract - Overtime Sports - to be made a part of the minutes.

- 54** Ratification - of Supplemental Agreement #1 to Contract with Pickering Firm, Inc., for Construction Engineering and Inspection Services in connection with the Courthouse Road Improvements Project - to be made a part of the minutes.

- 55** Ratification - of Donated Easements for the Benefield Sewer Project - to be made a part of the minutes.

- 56** Ratification - of Recorded Access Easement and Maintenance Agreement with South Mississippi Housing and Development Corporation - to be made a part of the minutes.

- 57** Ratification - of Facility Use Agreement - Cross Fire Softball - to be made a part of the minutes.

- 58** Ratification - of Facility Use Agreement - Gulf Coast Down Syndrome Society, Inc. - to be made a part of the minutes.

- 59** Ratification - of Facility Use Agreement - Harrison County Church Softball League - to be made a part of the minutes.

- 60** Ratification - of Facility Use Agreement - National Fast Pitch Alliance, LLC - to be made a part of the minutes.

- 61** Ratification - of Facility Use Agreement - South Mississippi Soccer Club - to be made a part of the minutes.

- 62** Ratification - of Facility Use Agreement - Athletx Sports Group, LLC - to be made a part of the minutes.
- 63** Conveyance Deed - regarding transfer of ownership of space in Evergreen Gardens.

Public Agenda

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

Council Comments

Memorial Adjournment

- **Mayor John "Tommy" Thomas Longo**
- **Mr. Robert Taylor**
- **Mr. James "Jim" E. Bradley**
- **Mr. Joe Tillman Brister**
- **Mr. Willie Lee Bell, Sr.**
- **Ms. Martha Anderson**
- **Mr. Sam Lee Williams, Jr.**
- **Ms. Dollie Mae Martin Smith**
- **Mr. Kenneth Elroy Gardner**
- **Ms. Celeste Korshaedra McDonald**
- **Mrs. Deloris Louise Casey Winters**

Executive Session

Setting of Next Meeting and Adjournment



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
City Council

Date: 4/30/2019

Subject: Approval of Minutes - for February 5, 2019.

Recommendation:



City of Gulfport, Mississippi

Minutes 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

The Members of Council met at City Hall at 1:30 P.M., on the above date, same being an adjourned meeting from a Special Called Meeting on January 24, 2019 at 1 P.M.

Present: Mayor Billy Hewes, CAO Dr. John Kelly, General Counsel Hugh Keating, Clerk of Council Brittany Rodgers, Deputy Clerk of Council Cheryl Johnson, **Councilmembers:** Kenneth Casey, Ron Roland, Ella Holmes-Hines (in at 1:44 P.M.), Rusty Walker, Myles Sharp, and Cara Pucheu. **Absent:** R.Lee Flowers.

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

Agenda Order

Motion to Accept the Agenda with the following adjustments; delete items 13 and 42, change wording within Items 7 and 8 from "... formally requesting assistance ..." and "seeking approval of said request ..." to "...formally accepting assistance..." and "...seeking approval of said acceptance...", add as item 27-A, Request - authority to advertise for Engineering Services for Kayak Launches, and add as item 47-A, Request - authorization for issuance of a special check for Pay Application #13 for Moran Hauling in connection with the Dedeaux Road Widening Project - Phase I, Moved By Myles Sharp, Seconded by Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: Ella Holmes-Hines, R.Lee Flowers

Presentation Agenda

- Mayor's Report

Policy Issues

General Counsel advised need for Executive Session regarding the ongoing litigation of Michael Long vs. City of Gulfport. Upon hearing from Counsel, Motion to enter Executive Session at 1:45 P.M., Moved By Myles Sharp, Seconded by Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: Ella Holmes-Hines (out of the room), R.Lee Flowers

The Council entered Executive Session at 1:47 P.M. In attendance: Members of the Council: Kenneth Casey, Ron Roland, Ella Holmes-Hines (in at 1:48 P.M.), Rusty Walker, Myles Sharp, and Cara Pucheu, Mayor Billy Hewes, CAO Dr. John Kelly, General Counsel Hugh Keating, City Attorney Jeff Bruni, Director of Engineering Kris Riemann and Clerk of Council Brittany Rodgers.

Motion to exit Executive Session at 2:07 P.M., Moved By Cara Pucheu, Seconded by Myles Sharp

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

No official action was taken during Executive Session.

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.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[Resolution - Authorizing Advertisement for Bids - Signed](#)

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.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

- Ordinance 2987 -

Attachment(s):

[Ordinance 2987 - Amending Section I and IV - Signed](#)

- 3 Ordinance - regulating parking during certain special events, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

- Ordinance 2988 -

Attachment(s):

[Ordinance 2988 - Regulating Parking - Special Events - Signed](#)

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

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

- Ordinance 2989 -

Attachment(s):

[Ordinance 2989 - Salary Changes - Signed](#)

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.

Motion to Approve Order, Moved By Ron Roland, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[Order - 424 Second Street - Signed](#)

- 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.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[Order - 511 Oak Shadows - Signed](#)

- 7 Resolution - formally accepting 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 acceptance of said request by the Board, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[Resolution - HCBOS - 19th Street Park - Signed](#)

- 8 Resolution - formally accepting 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 acceptance of said request by the Board, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R. Lee Flowers

Attachment(s):

[Resolution - HCBOS - East North Park - Signed](#)

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

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[Resolution - HCDC Agreement - Signed](#)

- 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.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[Resolution - John Fayard - Records Management - Signed](#)

- 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.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[Resolution - Covington Floor Company - Gaston Point Rec Center Gym Floor Replacement - Signed](#)

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

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[Resolution - Artisan Pyrotechnics Inc - July 4th Fireworks - Signed](#)

- 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.

- Deleted -

- 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.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[Resolution - Non-exclusive License Agreement - South MS Farmer's Market - Signed](#)

- 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.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[Resolution - Negotiations Three Rivers - Clifford Rd Sewer Project - Signed](#)

- 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.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[Resolution - Negotiations Laurelwood Drive Sewer Project - Signed](#)

- 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.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[Resolution - Negotiations Three Rivers - Duckworth Rd Sewer Project - Signed](#)

- 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.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[Resolution - Apply for VAWA - Domestic Violence Investigator and Prosecutor - Signed](#)

- 19** Resolution - authorizing the City of Gulfport to apply for a Victims of Crime Act Grant – Domestic Violence Victim Advocate, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[Resolution - Apply for VOCA - Domestic Violence Victim Advocate - Signed](#)

- 20** Resolution - accepting donation of funds from Friends of Gulf Islands National Seashore, and for related purposes.

Motion to Approve, Moved By Kenneth Casey, **Seconded by** Rusty Walker

Vote: Motion Carried By The Following Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Rusty Walker, Myles Sharp, Cara Pucheu

Nay: Ella Holmes-Hines

Absent: R.Lee Flowers

Attachment(s):

[Resolution - Donation from Friends of Gulf Islands National Seashore - Signed](#)

- 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.

Motion to Approve, Moved By Kenneth Casey, **Seconded by** Rusty Walker

Vote: Motion Carried By The Following Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Rusty Walker, Myles Sharp, Cara Pucheu

Nay: Ella Holmes-Hines

Absent: R.Lee Flowers

Attachment(s):

[Resolution - in-kind donation to Lady Admirals Diamond Booster Club - Signed](#)

- 22** Resolution - authorizing use of previously donated funds in locations other than Fishbone Alley, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[Resolution - Fishbone Alley Donation use in other locations - Signed](#)

- 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.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[Resolution - Police Department Expenditure - Signed](#)

- 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.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[Resolution - Mayor's Youth Council Expenditure - Signed](#)

- 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.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[Resolution - 2019 Krewe of Gemini Parades Expenditure - Signed](#)

- 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.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[Resolution - Susan G Komen Gulf Coast Race for the Cure Street Closure - Signed](#)

- 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.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[Resolution - Gulf Coast Heart Walk Street Closure - Signed](#)

- 27 – A** Request - authority to advertise for Engineering Services for the Kayak Launches.

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

Motion to Postpone until February 19, 2019, Moved By Ella Holmes-Hines, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

*After the Routine Agenda this item was brought back up and the following action was taken:

Motion to Amend title to "Authorize to Accept Grant" and Approve, Moved By Myles Sharp, Seconded by Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[Advertisement for Engineering Services - Kayak Launches](#)

Budget Amendments / Docket of Claims

- 28** Budget Amendment #26 - to increase CNET Supplies with funds received as a result of restitution on drug cases.

Motion to Approve Budget Amendment #26, Moved By Myles Sharp, Seconded by Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[January 14th \(restitution\)](#)

[Budget Amendments-FYE 2019-26](#)

- 29** Budget Amendment #27 - to increase County/Local with funds received as a result of restitution on several drug related arrest.

Motion to Approve Budget Amendment #27, Moved By Myles Sharp, Seconded by Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[January 16th \(restitution\)](#)
[Budget Amendments-FYE 2019-27](#)

- 30** Budget Amendment #28 - to increase CNET Operating Supplies as a result of a forfeiture.

Motion to Approve Budget Amendment #28, Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[January 23rd \(operating\)](#)
[Budget Amendments-FYE 2019-28](#)

- 31** Budget Amendment #29 - to increase Photo & Fingerprint 213-615200 as a result of funds received from PropertyRoom.com.

Motion to Approve Budget Amendment #29, Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[January 23rd \(photo\)](#)
[Budget Amendments-FYE 2019-29](#)

- 32** Budget Amendment #30 - to increase County/Local Operating as a result of funds received from PropertyRoom.com.

Motion to Approve Budget Amendment #30, Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[January 23rd \(property room\)](#)
[Budget Amendments-FYE 2019-30](#)

- 33** Budget Amendment #31 - to accept the Homeland Security Budget.

Motion to Approve Budget Amendment #31, Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[Homeland Security Budget
Budget Amendments-FYE 2019-31](#)

- 34** Budget Amendment #32 - to increase FY17 HIDTA Overtime, FICA, Retirement and Services line items.

Motion to Approve Budget Amendment #32, Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[Budget FY17 for increase HIDTA
Budget Amendments-FYE 2019-32](#)

- 35** Budget Amendment #33 - to transfer funds to the Gulfport Redevelopment Commission and authorize issuance of a special check for said funds.

Motion to Approve Budget Amendment #33, Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[Budget Amendments-FYE 2019-33](#)

- 36** Docket of Claims- to be approved through February 6, 2019.

Motion to Approve the Docket of Claims, in the amount of \$3,998,045.19, Moved By Ron Roland, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Attachment(s):

[Docket](#)

[Docket by Vendor](#)

[Resolution - Docket of Claims - Signed](#)

Routine Agenda

Motion to Approve Routine Agenda as amended, Moved By Cara Pucheu, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

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

Attachment(s):

[Resolution - Awarding-Rejecting Bids for Lot Cleanups - Signed](#)

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

Attachment(s):

[Use of GRC Line of Credit](#)

- 39** Ratification - of Facility Use Agreements - Leisure Services - to be made a part of the minutes.

Attachment(s):

[Gulf South - USSSA - March 9-10](#)

[Gulf South USSSA - March 23-24](#)

[Soley - May 11-12](#)

[Soley - June 15-16](#)

- 40** Privilege License Report - for the month of December, 2018 - to be made a part of the minutes.

Attachment(s):

[December Privilege Licenses](#)

- 41 Year-to-Date Budget Report - for the Month of December, 2018 - to be made a part of the minutes.

Attachment(s):

[YTD Budget and Project Report for the Month Ending December 31 2018](#)

- 42 Letter - regarding move to AT&T First Net Services - to be made a part of the minutes.

- Deleted -

- 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.

Attachment(s):

[18th Avenue Lift Station Emergency Letter 012319](#)

- 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.

Attachment(s):

[Vehicle Service Bodies](#)

- 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.

Attachment(s):

[Replacement parts for streetlights](#)

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

Attachment(s):

[Thomas Wedgeworth - Conveyance Deed](#)

- 47 Request - permission to apply for FY19-20 Alcohol and Police Traffic Grants.

Attachment(s):

[Permission to apply for 2019 Grants](#)

- 47 – A Request - authorization for issuance of a special check for Pay Application #13 for Moran Hauling in connection with the Dedeaux Road Widening Project - Phase I.

Attachment(s):

[Dedeaux Road Widening Pay Application #13 from Moran Hauling](#)

Public Agenda

The President called for comments during the Public Agenda:

The following citizen(s) addressed the Council:

- Mr. Tyree Brown – 1917 & 1919 30th Avenue

This concluded the Public Agenda

Council Comments

Memorial Adjournment

[Ms. Monica Bullock-Bair](#)

[Mr. Salvador "Sal" Domino](#)

[Reverend Dr. Edward James Earl](#)

[Mr. Thomas Wright Teel](#)

Executive Session

General Counsel advised that there was a need to enter Executive Session to discuss a vacation of alley east of Municipal Court Building, permanent vacation of an alleyway, vacation of alley located in the area of 24th Ave and 22nd St., and an easement acquisition from Joe Graham American Legion Post. Upon hearing from Counsel, Motion to enter Executive Session at 2:48 P.M., Moved By Myles Sharp, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

The Council entered Executive Session at 2:48 P.M. In attendance: Members of the Council: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp and Cara Pucheu, CAO Dr. John Kelly, General Counsel Hugh Keating, Assistant City Attorney Margaret Murdock (in at 2:52 P.M.), Assistant City Attorney Dustin Uselton, Director of Public Works Wayne Miller, Clerk of Council Brittany Rodgers and Deputy Clerk of Council Cheryl Johnson.

Motion to exit Executive Session at 3:09 P.M., Moved By Ella Holmes-Hines, Seconded by Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

No official action was taken during Executive Session.

Upon reconvening in an Open Meeting, the following actions were taken:

Motion to authorize the City of Gulfport, by and through the Legal Department, to take any and all actions necessary, including the filing of any lawsuits, and authorize the expenditure of monies to go towards the payment of any necessary court costs and fees, as well as any other expenses, to vacate that certain alleyway located west of block 157 original Gulfport subdivision, east of blocks 155 and 156 original Gulfport subdivision an bound to the north by the CSX railroad and the south of 15th Street, Moved By Myles Sharp, Seconded by Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Motion authorizing the City of Gulfport, by and through the Legal Department, to acquire a utility easement from Joe Graham Post #119, American Legion, across Tax Parcel #0808I-01-002.000, for the Three Rivers/Clifford Road Sewer Improvements Project for the total sum of \$3,000.00, Moved By Myles Sharp, Seconded by Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Motion to authorize the City Attorney's Office to negotiate a resolution of the lawsuit and claims filed against the City by Cowan Road & Highway 90, LLC and Priority One Bank to include the payment of \$100,000 to these parties in exchange of these parties conveying a utility and ingress-egress easement for the property that is in dispute in this litigation, to be approved by the City Attorney's Office, with such resolution to also include the full and final settlement and dismissal of all lawsuits and claims with prejudice and the execution of any necessary settlement documents and indemnity agreements to fully conclude this matter, with the understanding that the only issues and claims left remaining in this litigation is to be attorney's fees; and to authorize payment and/or issuance of special check of this \$100,000 amount to these parties and their attorneys, with the understanding that this amount includes all damages to the subject property and all interest related thereto, Moved By Myles Sharp, Seconded by Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn, in memory of Ms. Monica Bullock-Bair, Mr. Salvador "Sal" Domino, Reverend Dr. Edward James Earl and Mr. Thomas Wright Teel, until February 19, 2019 at 1:30 P.M. for a Regular Council Meeting, Moved By Ella Holmes-Hines, Seconded by Cara Pucheu.

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

City Clerk

Mayor

Agenda Adjustments

- 27 – A** Request - authority to advertise for Engineering Services for the Kayak Launches.
- 47 – A** Request - authorization for issuance of a special check for Pay Application #13 for Moran Hauling in connection with the Dedeaux Road Widening Project - Phase I.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
City Council

Date: 5/1/2019

Subject: Approval of Minutes - for February 19, 2019.

Recommendation:



City of Gulfport, Mississippi

Minutes City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, February 19, 2019

1:30 PM

*Gulfport City Hall
Council Chambers*

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

The Mayor and Members of the Council met at City Hall at 1:30 P.M., on the above date, same being an adjourned meeting from a Regular Council Meeting held on February 5, 2019 at 1:30 P.M.

Present: Mayor Billy Hewes, General Counsel Hugh Keating, Clerk of Council Brittany Rodgers, **Councilmembers:** Kenneth Casey, Ron Roland, Ella Holmes-Hines (in at 1:38 P.M.), Rusty Walker (in at 2:17 P.M./out at 2:55 P.M.), Myles Sharp, R.Lee Flowers and Cara Pucheu.

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

Agenda Order

Motion to Approve the Agenda with the following adjustments; delete items #7 and #9 at the request of the Administration, add item #23-A, Resolution - approving F & F Construction, Inc. for Downtown Streetscape Improvements Project - Phase III-B, authorizing the Mayor to execute said Contract and for related purposes, amend item #19's title to March 16th instead of 15th, Moved By R.Lee Flowers, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Rusty Walker

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.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Rusty Walker

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Rusty Walker

Attachment(s):

[Resolution - Authorizing Adv for Bids - Signed](#)

- 2 Final Plat - approval for a 17-lot subdivision (Seaside Villas) zoned T4L (General Urban Zone "Limited") - Case # 1901PC009 - Ward 2.

Motion to Approve Final Plat for Seaside Villas, Moved By Ron Roland, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Rusty Walker

Attachment(s):

[Plat](#)

Ordinances

- 3** 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, and the Smartcode Ordinance of the City of Gulfport adopted the 13th day of February, 2007 (Ordinance 2522), as amended, Appendix D - Smartcode, Article 5. - Building-Scale Plans, 5.3 -Specific to Sub-Urban Transect Zone (T-3), 5.3.5 Architectural Standards (T3), I, and 5.4 Specific to General Urban Zones (T4L, T4+), 5.4.5 Architectural Standards (T4L, T4+), I - Case #1901PC003.

Motion to Suspend the Rules, Moved By Cara Pucheu, **Seconded by** R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Rusty Walker

President Rusty Walker entered at 2:17 P.M.

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

Vote: Motion Failed By The Following Roll Call Vote

Aye: Kenneth Casey, Ron Roland, Ella Holmes-Hines

Nay: Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

- 4** Ordinance - amending the Official Zoning Map of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi adopted the 29th day of June, 1979, as amended, to rezone certain property from its present zoning classification of R-1-10 (Single-family) District to R-1-5 (Single-family) District - Case # 1902PC010 - Ward 6.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

- Ordinance 2990 -

Attachment(s):

[Ordinance 2990 - Case 1902PC010 - Signed](#)

- 5 Ordinance - establishing salaries of compensation for employees of the City of Gulfport, Mississippi and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Nay: Rusty Walker (abstain)

- Ordinance 2991 -

Attachment(s):

[Ordinance 2991 - Salaries - Signed](#)

- 6 Ordinance - superseding Ordinance 2983 and granting a Non-Exclusive Franchise to Telepak Networks, Inc. D/B/A C-spire Fiber, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

- Ordinance 2992 -

Attachment(s):

[Ordinance 2992 - Superseding 2983 - Signed](#)

Resolutions

- 7 Resolution - approving Contract with AT&T FirstNet, authorizing the Mayor to execute the same and for related purposes.

- Deleted -

- 8 Resolution - approving Agreements related to the Sportsplex Marquee Sign, approving Marquee Sign Policy and Procedures, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - Sportsplex Marquee Sign - Signed](#)

- 9 Resolution - approving Agreement with Special Events Concession Services, LLC. for Operations of Concession at the Gulfport Sportsplex and Goldin Sports Complex, authorizing the Mayor to execute the same, and for related purposes.

- Deleted -

- 10 Resolution - approving award to Miracle Recreation Equipment Company, authorizing the Mayor to execute any and all documents required to effectuate the equipment purchase, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By The Following Roll Call Vote

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

Nay: R.Lee Flowers

Attachment(s):

[Resolution - Miracle Recreational Equipment Co - Signed](#)

- 11 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 "O'Neal Road/Highway 49 Sewer Improvements Project", authorizing special checks to acquire the property interests stated herein, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - Oneal Rd-Hwy 49 Sewer Improvements Negotiations - Signed](#)

- 12 Resolution - requesting sale of sidearm to Commander Ken Brown upon his retirement from the City of Gulfport and setting the amount to be paid for said firearm pursuant to Mississippi Code Annotated § 45-9-131 (rev. 2014).

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - Ken Brown Sale of Sidearm - Signed](#)

- 13** Resolution - requesting sale of sidearm to Reserve Officer Kevin Goveia upon his retirement from the City of Gulfport and setting the amount to be paid for said firearm pursuant to Mississippi Code Annotated § 45-9-131 (rev. 2014).

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - Kevin Goveia Sale of Sidearm - Signed](#)

- 14** Resolution - declaring certain weapons/firearms to be surplus property, authorizing the sale of the same via PropertyRoom.com, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - Surplus - Sale Propertyroom.com - Signed](#)

- 15** Resolution - declaring certain weapons/firearms to be surplus property, authorizing their destruction via Gun Busters, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - Surplus - Destruction GunBusters - Signed](#)

- 16** Resolution - accepting donation of \$12,000 from Kiwanis Club of Gulfport in support of the Bayou View Ballfields, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - Kiwanis Club Donation - Signed](#)

- 17 Resolution - authorizing quarterly payment to the Motor Vehicle for Hire Authority, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - MVFHA Expenditure - Signed](#)

- 18 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport, authorizing issuance of a special check, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - Expenditure NAACP Oratorical Contest - Signed](#)

- 19 Resolution - approving the temporary closure of municipal right of way for the Fishbone Alley Movie Series in downtown Gulfport to be held on March 16, April 13 and July 13, 2019, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - Street Closure Fishbone Alley Movie Series - Signed](#)

- 20 Request - authority to advertise for office supplies for all City of Gulfport's Departments.

Motion to Approve Request for authority to advertise for office supplies for all City of Gulfport's Departments, Moved By Cara Pucheu, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[GULFPORT OFFICE SUPPLIES](#)

- 21** Request - authority to advertise for Engineering Services - Tidelands Grant.

Motion to Approve Request for authority to advertise for Engineering Services - Tidelands Grant, Moved By Kenneth Casey, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Request Authority to Advertise for Engineering Services - Tidelands Grant](#)

- 22** Acceptance - of Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2017 and Independent Auditors' Report dual dated.

Motion to Approve Acceptance of Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2017 and Independent Auditors' Report dual dated, Moved By R.Lee Flowers, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[2017 Audit Report restated](#)

- 23** Approval - of selection for auditing services for the City of Gulfport.

Motion to Approve Mauldin and Jenkins for auditing services for the City of Gulfport, Moved By Cara Pucheu, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[MAULDIN&JENKINS](#)

- 23 – A** 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.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Resolution - F&F Construction - Downtown Streetscape Phase IIIB - Signed](#)

Budget Amendments / Docket of Claims

- 24** Budget Amendment #34 - to increase Police Training and Salary line items with funds received from a Dispatch Training Reimbursement.

Motion to Approve Budget Amendment #34, Moved By Cara Pucheu, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[February 1st\(training-salary\)](#)
[Budget Amendments-FYE 2019-34](#)

- 25** Budget Amendment #35 - to fund Sidewalk Study: Highway 49 from Creosote Road South.

Motion to Approve Budget Amendment #35, Moved By Cara Pucheu, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[BAPW - Transfer funds for hwy 49 sidewalk study creosote south](#)
[Budget Amendments-FYE 2019-35](#)

- 26** Budget Amendment #36 - to transfer marketing funds to business retention/marketing account for the Sportsplex Field Sponsor Logos.

Motion to Approve Budget Amendment #36, Moved By Cara Pucheu, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Budget Amendment - Marketing to Business Marketing-Field Logos](#)
[Budget Amendments-FYE 2019-36](#)

- 27 Docket of Claims- to be approved through February 20, 2019.

Motion to Approve the Docket of Claims, in the amount of \$3,602,266.37, Moved By Ella Holmes-Hines, **Seconded by** R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

[Docket](#)

[Docket by Vendor](#)

[Resolution - Docket of Claims - Signed](#)

Routine Agenda

Motion to Approve Routine Agenda as presented, Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

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

Attachment(s):

[Resolution - Awarding Bids - Signed](#)

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

Attachment(s):

[Public Record Report - December 2018](#)

- 30 Bi-Weekly Payroll Report - for the month of December, 2018 - to be made a part of the minutes.

Attachment(s):

[Bi-Weekly Payroll Report - December 2018](#)

- 31 Associated Adjusters Check Registers - for workers' comp and general liability claims paid during December, 2018 - to be made a part of the minutes.

Attachment(s):

[Associated Adjusters Check Registers - December 2018](#)

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

Attachment(s):

[Phillip Hage Conveyance Deed](#)

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

Attachment(s):

[Rhonda Hetherington Conveyance Deed](#)

- 34 Letter - regarding bid awarded by Purchasing to En. Range, Inc. for Cleaning of Shooting Range & Lead Removal Services - Police Department - to be made a part of the minutes.

Attachment(s):

[En. Range, Inc - Cleaning of Shooting Range & Lead Removal Services](#)

- 35 Letter - regarding bid awarded by Purchasing to Emergency Vehicle Specialist for Lift Bag Kit - Fire Department - to be made a part of the minutes.

Attachment(s):

[Emergency Vehicle Specialist - Lift Bag Kit](#)

- 36 Letter - regarding bid awarded by Purchasing to Team Wendy for Tactical Helmets - Fire Department - to be made a part of the minutes.

Attachment(s):

[Team Wendy - Tactical Helmets](#)

- 37 Ratification - of executed Police Canine Purchase Agreement - to be made a part of the minutes.

Attachment(s):

[Police K9 Contract - Executed](#)

[Resolution - Approving purchase of K9 - Signed](#)

- 38 Ratification - of Facility Use Agreements - Sportsplex (Great Southern Sports Association (3), Richard Soley, and Gulf Coast United) - to be made a part of the minutes.

Attachment(s):

[Great Southern Sport Association - Facility Use Agreement](#)

[Great Southern Sports Association - Facility Use Agreement \(2\)](#)

[Great Southern Sports Association - Facility Use Agreement \(3\)](#)

[Gulf Coast United - Facility Use Agreement](#)

[Soley - Facility Use Agreement](#)

Public Agenda

The President called for comments during the Public Agenda.

The following Citizen(s) addressed the Council:

- Mr. Jimmie Jenkins, resident of 5113 Old Pass Rd.

This concluded the Public Agenda.

Council Comments

Memorial Adjournment

Mrs. Nancy Powell Hayes

Mrs. Mable Skellie

Mrs. Ruth Giurola

Executive Session

General Counsel advised that there was a need to enter Executive Session to discuss a status report on the Benefield Sewer Connection Easement Acquisitions for Sonya Caylor and Steve Lee or the Lee Revocable Trust, and status of leases of real estate in or around and to include the Depot. Upon hearing from Counsel, Motion to enter Executive Session at 3:04 P.M., Moved By R.Lee Flowers, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Rusty Walker

The Council entered Executive Session at 3:11 P.M. In attendance: Members of the Council: Kenneth Casey, Ron Roland, Ella Holmes-Hines (in at 3:12 P.M.), R.Lee Flowers, and Cara Pucheu, CAO Dr. John Kelly (out at 3:18 P.M.), General Counsel Hugh Keating, Assistant City Attorney Margaret Murdock, and Clerk of Council Brittany Rodgers. Absent: Councilmember Rusty Walker.

Motion to exit Executive Session at 3:20 P.M., Moved By Kenneth Casey, Seconded by R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Rusty Walker

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

Motion to authorize the settlement of the Benefield Sewer Improvements Project Connection claims, issuance of special checks in payment as follows; Sonya Caylor, up to \$5,500, and Steve Lee or the Lee Revocable Trust, up to \$9,000, Moved By R.Lee Flowers, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Rusty Walker

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn in memory of Mrs. Nancy Powell Hayes, Mrs. Mable Skellie, and Mrs. Ruth Giurolo, until March 5, 2019 at 1:30 P.M. for a Regular Council Meeting, Moved By R.Lee Flowers, Seconded by Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Rusty Walker

City Clerk

Mayor

Agenda Adjustments

- 23 – A** 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.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
City Council

Date: 5/1/2019

Subject: Approval of Minutes - for March 5, 2019.

Recommendation:



City of Gulfport, Mississippi

Minutes City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, March 5, 2019

1:30 PM

*Gulfport City Hall
Council Chambers*

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

The Mayor and Members of the Council met at City Hall at 1:30 P.M., on the above date, same being an adjourned meeting from a Regular Council Meeting held on February 19, 2019 at 1:30 P.M.

Present: Mayor Billy Hewes, CAO Dr. John Kelly, General Counsel Hugh Keating, Clerk of Council Brittany Rodgers, **Councilmembers:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers and Cara Pucheu. **Absent:** Councilmember Myles Sharp.

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

Agenda Order

Motion to Accept the Agenda with the following adjustments; delete items 6 and 14 at the request of the Administration, Moved By R.Lee Flowers, **Seconded by** Cara Pucheu

Vote: Motion Carried By The Following Roll Call Vote

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

Nay: Ella Holmes-Hines

Absent: Myles Sharp

Presentation Agenda

- **Mayor's Report**

Policy Issues

Minutes / Appointments

- 1 Approval of Minutes - for January 8, 2019.

Motion to Approve Minutes for January 8, 2019, Moved By Ella Holmes-Hines,
Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

Attachment(s):

[January 8, 2019 Minutes](#)

- 2 Ratification - of re-appointment to the Gulfport School District Board of Trustees.

Motion to Ratify re-appointment to the Gulfport School District Board of Trustees,
Moved By Cara Pucheu, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

Attachment(s):

[Re-Appointment Letter - Gulfport School Board - G. Norris](#)

- 3 Ratification - of re-appointment to the Zoning Board of Adjustments and Appeals.

Motion to Ratify re-appointment to the Zoning Board of Adjustments and Appeals,
Moved By Cara Pucheu, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

Attachment(s):

[Re-Appointment - Zoning Board - Palermo](#)

Code Enforcement / Planning

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

Motion to Open the Code Enforcement Hearing, Moved By Ron Roland, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

Attachment(s):

[Resolution - Authorizing Advertisement for Bids - Signed](#)

Resolutions

- 5 Resolution - availing itself of the State of Mississippi's Contract with AT&T Mobility National Accounts, LLC associated with the FirstNet Program, approving Memorandum of Agreement in connection with the same, authorizing the Mayor to execute the same, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

Attachment(s):

[Resolution - AT&T FirstNet - Signed](#)

- 6 Resolution - memorializing the Mississippi Legislature to enact Local and Private Legislation pertaining to a Local Option Tax for the City of Gulfport, and for related purposes.

- Deleted -

- 7 Resolution - approving award to Eagle Mechanical, Inc., for the Gaston Point Recreation Center Air Conditioning Replacement Project, approving Contract between the City of Gulfport and Eagle Mechanical, Inc., authorizing the Mayor to execute the same, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

Attachment(s):

[Resolution - Eagle Mechanical Inc - Gaston Point Rec Center AC Replacement - Signed](#)

- 8 Resolution - approving Assignment of Amended Security and Remibursement Agreement, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

Attachment(s):

[Resolution - Assignment of Amended Security & Reimbursement Agreement - Signed](#)

- 9 Resolution - approving Budget Modification (reduction) for the FY18 Alcohol Grant, ratifying the Mayor's signature on the same, and for related purposes.

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

Vote: Motion Carried By The Following Roll Call Vote

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

Nay: Ella Holmes-Hines

Absent: Myles Sharp

Attachment(s):

[Resolution - Ratifying Budget Modification Signature Sheet - 154 Alcohol FY19 Grant - Signed](#)

- 10** Resolution - approving Revised Development Plan for Centennial Plaza, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

Attachment(s):

[Resolution - Revised Development Place for Centennial Plaza - Signed](#)

- 11** Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport Leisure Services Department and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

Attachment(s):

[Resolution - LSD Expenditure - Signed](#)

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

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

Attachment(s):

[Resolution - GPD & GFD Expenditure - Signed](#)

- 13** Resolution - approving public display of fireworks as a part of the Leukemia and Lymphoma Society Light The Night Event, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

Attachment(s):

[Resolution - Leukemia & Lymphoma Society Light the Night Event - Fireworks - Signed](#)

- 14** Resolution - accepting certain dedications with respect to North Park Estates Development, and for related purposes.

- Deleted -

- 15** Approval - of Engagement Letter with Mauldin & Jenkins for auditing services for the City of Gulfport for FYE September 30, 2018.

Motion to Approve Engagement Letter with Mauldin & Jenkins for auditing services for the City of Gulfport for FYE September 30, 2018, Moved By R.Lee Flowers, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

Attachment(s):

[Engagement Letter - Mauldin & Jenkins](#)

Budget Amendments / Docket of Claims

- 16** Budget Amendment #37 - to increase Police Salary / Training from funds received by Dispatchers attending classes.

Motion to Approve Budget Amendment #37, Moved By R.Lee Flowers, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

Attachment(s):

[February 14th \(training-salary\)](#)
[Budget Amendments-FYE 2019-37](#)

- 17** Budget Amendment #38 - to decrease FY18 H.I.D.T.A. funds due to a reduction in the Grant Award.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

Attachment(s):

[Modification on Budget FY18](#)
[Budget Amendments-FYE 2019-38](#)

- 18** Budget Amendment #39 - to increase Police Department Supplies line item for the FY17 Bulletproof Vest Program.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

Attachment(s):

[FY17 Bullet Proof Vest Amendment](#)
[Budget Amendments-FYE 2019-39](#)

- 19** Budget Amendment #40 - to increase the County/Local operating supplies from funds received as restitution from drug arrest.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

Attachment(s):

[February 19th \(restitution\)](#)
[Budget Amendments-FYE 2019-40](#)

- 20** Budget Amendment #41 - to increase the County/Local Operating line item from funds received as a result of items sold on Propertyroom.com.

Motion to Approve Budget Amendment #41, Moved By R.Lee Flowers, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

Attachment(s):

[February 25th \(property room\)](#)

[Budget Amendments-FYE 2019-41](#)

- 21** Budget Amendment #42 - to increase Photo/Fingerprinting (213) line item from funds received as a result of items sold on Propertyroom.com.

Motion to Approve Budget Amendment #42, Moved By R.Lee Flowers, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

Attachment(s):

[February 25th \(property room\)](#)

[Budget Amendments-FYE 2019-42](#)

- 22** Budget Amendment #43 - to increase line item 286 (operating) from funds received as a result of restitution paid for drug related arrest.

Motion to Approve Budget Amendment #43, Moved By R.Lee Flowers, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

Attachment(s):

[February 25th \(restitution\)](#)

[Budget Amendments-FYE 2019-43](#)

- 23** Docket of Claims - to be approved through March 6, 2019.

Motion to Approve the Docket of Claims, in the amount of \$2,468,895.48, Moved By
Cara Pucheu, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

Attachment(s):

[Docket](#)

[Docket by Vendor](#)

[Resolution - Docket of Claims - Signed](#)

Routine Agenda

Motion to Approve Routine Agenda as presented, with the exception of items 33 and 42,
Moved By Cara Pucheu, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

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

Attachment(s):

[Resolution - Awarding Bids for Lot Cleanups - Signed](#)

- 25** Associated Adjusters Check Registers - for workers' comp and general liability claims paid during January 2019 - to be made a part of the minutes.

Attachment(s):

[Associated Adjusters Check Registers - January 2019](#)

- 26** Bi-Weekly Payroll Report - for the month of January, 2019 - to be made a part of the minutes.

Attachment(s):

[Bi-Weekly Payroll Report - January 2019](#)

- 27** Year-To-Date Budget and Project Report - for the Month of January, 2019 - to be made a part of the minutes.

Attachment(s):

[Year-To-Date Budget Report - January 2019](#)

- 28** Letter - regarding bid awarded by Purchasing to Unique Collision Center, Inc. for repair of Unit 3971 - Police Department - to be made a part of the minutes.

Attachment(s):

[Unique Collision Center, Inc - Repair Unit 3971](#)

- 29** Letter - regarding bid awarded by Purchasing to IT SAVVY for computers and monitors - IT Department - to be made a part of the minutes.

Attachment(s):

[IT SAVVY - Computers & Monitors](#)

- 30** Letter - regarding bid awarded by Purchasing to Shop Sabre a N.A.C.S.I. Company for a CNC Router System - Leisure Services (Harbor Lights) - to be made a part of the minutes.

Attachment(s):

[Shop Sabre a N.A.C.S.I. Company - CNC Router System](#)

- 31** Legal Notice - advertisement for bids for Jet Vac for Streets & Drainage Division of Public Works.

Attachment(s):

[Legal Notice - Combination Jet Vac Truck](#)

- 32** Legal Notice - advertisement for bids for Regenerative Sweeper Truck for Streets & Drainage Division of Public Works.

Attachment(s):

[Legal Notice - Regenerative Sweeper Truck](#)

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

Motion to Ratify the GRC Line of Credit Expenditures - to be made a part of the minutes, Moved By R.Lee Flowers, **Seconded by** Cara Pucheu

Vote: Motion Carried By The Following Roll Call Vote

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

Nay: Ella Holmes-Hines

Absent: Myles Sharp

Attachment(s):

[Use of GRC Line of Credit](#)

- 34** Ratification - of Term Contract Group P3 - Fencing - Southern Exteriors Fence Company - to be made a part of the minutes.

Attachment(s):

[Term Contract Group P3 - Southern Exteriors Fence Company - Fully Executed](#)

- 35** Ratification - of Memorandum of Understanding between Gulfport-Biloxi Regional Airport Authority and the City of Gulfport, pertaining to SWAT Training - to be made a part of the minutes.

Attachment(s):

[MOU - GBRAA and COG - SWAT Training - Fully Executed](#)

- 36** Ratification - of Supplemental Agreement #2 to Contract with Jay Bearden Construction, Inc., for the Courthouse Road Improvements from US 90 to Pass Road Project - to be made a part of the minutes.

Attachment(s):

[Supplemental Agreement 2 - Jay Bearden Construction - Courthouse Road - Fully Executed](#)

- 37** Ratification - of Gulf Coast Community Foundation Grant Agreement - to be made a part of the minutes.

Attachment(s):

[Gulf Coast Community Foundation Grant Agreement - Fully Executed](#)

- 38** Ratification - of Designation of Applicant's Agent Form for Public Assistance - to be made a part of the minutes.

Attachment(s):

[Designation of Applicant's Agent for Public Assistance Form - Fully Executed](#)

- 39** Ratification - of 2018 Fiscal Year Funding and Grant Agreement for Community Development Block Grant Entitlement Funds from the U.S. Department of Housing and Urban Development - to be made a part of the minutes.

Attachment(s):

[FY18 CDBG Agreement - Fully Executed](#)

- 40** Ratification - of Non-Exclusive Telecommunications Franchise Agreement between the City of Gulfport and Telepak Networks, Inc. D/B/A "C-Spire Fiber" - to be made a part of the minutes.

Attachment(s):

[Non-Exclusive Franchise - Telepak - Signed](#)

- 41** Ratification - of Contract with Covington Flooring Company, Inc. for Gaston Point Gym Floor Replacement Project - to be made a part of the minutes.

Attachment(s):

[Covington Flooring Company Contract - Gaston Point Gym Floor Replacement - Fully Executed](#)

- 42** Ratification - of City Engineer's letter approving Engineering and Construction Agreements (DDR - TIF Plan related) - to be made a part of the minutes.

Motion to Spread upon the Minutes the City Engineer's letter approving Engineering and Construction Agreements (DDR - TIF Plan related), Moved By Cara Pucheu,
Seconded by Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

Attachment(s):

[Engineer's Letter - BMA and Construction agreement](#)

Public Agenda

The President called for comments during the Public Agenda.

The following Citizen(s) addressed the Council:

- Cody - A1 Automotive - 3212 26th Avenue
- Deidra Dunn-Pleasant - Resident of 1919 38th Avenue

This concluded the Public Agenda.

Council Comments

Memorial Adjournment

[Mr. Carl James Bowser, Sr.](#)

Executive Session

Upon the advice of General Counsel, Motion to Enter Closed Session to make a preliminary determination of the necessity for Executive Session, Moved By Ron Roland, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

The Council entered Closed Session at 2:50 P.M. In attendance: Councilmembers: Kenneth Casey (out at 2:54 P.M.), Ron Roland, Ella Holmes-Hines, Rusty Walker, R.Lee Flowers, and Cara Pucheu, Mayor Billy Hewes, CAO Dr. John Kelly, General Counsel Hugh Keating, Director of Urban Development Greg Pietrangelo, and Clerk of Council Brittany Rodgers.

Motion to Exit Closed Session at 2:54 P.M., Moved By Ella Holmes-Hines, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Myles Sharp

No official action was taken during Closed Session.

Upon hearing from General Counsel regarding the nature of the request for Executive Session, Motion to Enter Executive Session at 2:55 P.M. for litigation strategy associated with ongoing litigation (HCUA v. Gulfport) and discussion regarding prospective leasing of lands/property interests at Centennial Plaza and two different locations in the harbor area, Moved By Ron Roland, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey (out of room), Myles Sharp

The Council entered Executive Session at 2:55 P.M. In attendance:

Councilmembers: Kenneth Casey, Ron Roland, Ella Holmes-Hines (out at 3:29 P.M.), Rusty Walker, R.Lee Flowers, and Cara Pucheu, Mayor Billy Hewes, CAO Dr. John Kelly, General Counsel Hugh Keating, City Attorney Jeff Bruni (out at 2:58 P.M.), GRC Attorney Steve Hendrix (in at 2:59 P.M.), GRC Member Wayne Tisdale (in at 2:59 P.M.), and Clerk of Council Brittany Rodgers.

Motion to Exit Executive Session at 3:43 P.M., Moved By Kenneth Casey, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Ella Holmes-Hines, Myles Sharp

No official action was taken during Executive Session.

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn in Memory of Mr. Carl James "Mailman" Bowser, Sr., until March 19, 2019 at 1:30 P.M. for a Regular Council Meeting, Moved By Ron Roland, Seconded by Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Ella Holmes-Hines, Myles Sharp

City Clerk

Mayor



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
City Council

Date:

Subject: Approval of Minutes - for March 13, 2019 SCM.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
City Council

Date:

Subject: Approval of Minutes - for March 19, 2019 SCM and March 19, 2019.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
City Council

Date: 5/1/2019

Subject: Approval of Minutes - for April 2, 2019 Workshop and April 2, 2019.

Recommendation:



City of Gulfport, Mississippi

Minutes City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, April 2, 2019

10:00 AM

*Gulfport City Hall
Council Chambers*

10:00 A.M.

The Members of Council met at City Hall at 10:00 A.M., on the above date, same being an adjourned meeting from a Regular Council Meeting on March 19, 2019 at 1:30 P.M.

Present: Mayor Billy Hewes, CAO Dr. John Kelly, General Counsel Hugh Keating, Clerk of Council Brittany Rodgers, **Councilmembers:** Kenneth Casey, Ron Roland, Rusty Walker (in at 10:44 A.M.), R.Lee Flowers (out at 11:29 A.M.), and Cara Pucheu (in at 10:12 A.M./out at 11:27 A.M.). **Absent Councilmembers:** Ella Holmes-Hines and Myles Sharp.

Mayor Hewes started the discussion at 10:08.

Councilmember Flowers announced a quorum and called the meeting to order at 10:13 A.M.

Declaration of Special Call Meeting

Motion to Declare a Special Called Meeting, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Ella Holmes-Hines, Rusty Walker, Myles Sharp

Motion to have the meeting notice thereof appended as Exhibit "A" to these minutes, Moved By R.Lee Flowers, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Ella Holmes-Hines, Rusty Walker, Myles Sharp

Motion to designate Councilmember Flowers as acting Chair, Moved By Kenneth Casey, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Ella Holmes-Hines, Rusty Walker, Myles Sharp

Discussion Items

1 Proposed Short Term Rental Ordinance

Assistant City Attorney Margaret Murdock presented the Proposed Short Term Rental Ordinance.

The following citizen(s) addressed the Council:

Mr. Bill Anderson

Ms. Lynn Hilley

Adjournment

Council President Walker recessed until the Regular Council Meeting at 1:30 P.M.

City Clerk

Mayor



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, April 2, 2019

10:00 AM

*Gulfport City Hall
Council Chambers*

10:00 A.M.

Declaration of Special Call Meeting

Discussion Items

- 1 Proposed Short Term Rental Ordinance

Adjournment

Exhibit "A"



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
City Council

Date:

Subject: Approval of Minutes - for April 19, 2019 SCM.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
Administration

Date:

Subject: Ratification - of re-appointment to the Coast Transit Authority Board of Commissioners.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Nellie Henry, Urban Development Clerk
Building Code

Date: 4/22/2019

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 – CITY OF GULFPORT

Date: **APRIL 22, 2019**

To: **Mayor Billy Hewes**
 City Council Members

From: **Greg Pietrangelo, Director**
 Department of Urban Development

Re: **Code Enforcement 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 7TH Day Of May, 2019.

Please place the attached item on the above referenced council agenda for approval/authorization to advertise.

MEMORANDUM – CITY OF GULFPORT

Date: **APRIL 22, 2019**

To: **Mayor Billy Hewes**
 City Council Members

From: **Department of Urban Development**
 Code Enforcement

Subject: **Approval To Advertise**

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 The Approval To Advertise For Bids To Be Presented On The 7th Day Of May, 2019, To The City Council:**

WARD 1

Parcel 1: 0811E-05-007.000. E 90 FT. OF LOTS 1 & 2 BLK. 117 ORIGINAL GULFPORT - 3307 20TH ST. CUT AND CLEAN THE PROPERTY. (GARDNER SHIRLEY M -EST-)

Parcel 2: 0711L-02-001.000. BEG NE COR OF LOT 22 GOTTSCHALK SURVEY ON W MAR OF ALLEY S 28 DG E 100 FT S 62 DG W 96 FT TO E LINE OF STEWART SUBD N 28 DG W ALONG SUBD 100 FT TO NW COR OF LOT 22 N 62 DG E 96 FT TO POB BEING PART OF LOT 22 GOTTSCHALK SURVEY PART OF NE 1/4 OF NW 1/4 - 4919 17TH ST. CUT AND CLEAN THE PROPERTY . (WESTLEY JAMES & DELPHINE)

Parcel 3: 0711K-04-106.000. LOT 8 BLK 4 STEWART SUBD. - 1414 STEWART AVE. CUT AND CLEAN THE PROPERTY REMOVE ALL TRASH AND DEBRIS. (HAWTHORNE ROSIE LEE -EST-)

Parcel 4: 0711H-05-080.000. LOT 10 LESS N 10 FT. BLK. 13 SOUTHMOOR HEIGHTS RE-SURVEY - 1704 42ND AVE. DEMOLISH STRUCTURE. (STUPACK LEO J)

WARD 2

Parcel 5: 0811B-02-004.000. LOTS 10 - 11 BLK 14 ARLINGTON HEIGHTS ADD. - 13TH AVE. CUT AND CLEAN THE PROPERTY . (BORDEAUX FRANK R)

- Parcel 6: 1010L-02-044.000. LOT 170 SHERWOOD EST SUBD. - 624 NORTH FOREST DR. CUT AND CLEAN THE PROPERTY REMOVE WEEDS & VINES MAKE NECESSARY REPAIRS. (SALAAM RASHID ABDUL)
- Parcel 7: 0711N-02-070.000. BEG ON E LINE OF LOT 22 GOTTSCHALK SURVEY 990 FT S OF R/W OF L&N RR & RUN S 83 FT W 96.7 FT N 75 FT E 96 FT TO BEG GOTTSCHALK SURVEY - 615 RUTH AVE. CUT AND CLEAN THE PROPERTY. (SANDERS TIMOTHY)
- Parcel 8: 0811H-02-010.000. LOTS 11 & 12 BLK 5 EAST GULFPORT - 1217 3RD ST. CUT AND CLEAN THE PROPERTY. (RYAN ROBERT J)
- Parcel 9: 0911C-01-199.001. LIFE ESTATE -2012-1441-D-J1- N 80 FT OF LOTS 13 TO 16 INC BLK 3 LIVE OAK - 2205 OAK AVE. CUT AND CLEAN THE PROPERTY REMOVE ALL TRASH AND DEBRIS. (ANTHONY CHRISTOPHER U & GLASS JULIE)
- Parcel 10: 0711I-02-012.000. LOTS 12 & 13 BLK 1 HUNGERFORD ADD. - 3424 12TH ST. CUT AND CLEAN THE PROPERTY. (ALVES RAYNER DUCOTE)
- Parcel 11: 0911C-01-112.000. BEG 50.6 FT N OF SE COR OF LOT 1 BLK 6 LIVE OAK ADD ON W MAR OF OAK AVE N ALONG RD 109.4 FT TO NE COR OF LOT 1 ON S MAR OF 24TH ST WLY ALONG RD 154.5 FT S 93.5 FT ELY 160.8 FT TO POB BEING PART OF LOTS 1 TO 6 BLK 6 LIVE OAK ADD SEC 2-8-11. - 2323 OAK AVE. CUT AND CLEAN THE PROPERTY. (TRUHETT TOMMY J & JONI R)
- Parcel 12: 0711O-04-096.000. LOTS 16 TO 18 BLK 6 ISLAND VIEW - 4618 FINLEY ST. CUT AND CLEAN THE PROPERTY. (PEPE GINA M)
- Parcel 13: 0711O-04-090.000. LOT 1 & 2 BLK 6 ISLAND VIEW. 624 FOURNIER AVE. CUT AND CLEAN THE PROPERTY. (PEPE GINA M)
- Parcel 14: 0911B-01-036.000. BEG 65 FT W OF INTER OF W MAR OF TEXAS AVE & S MAR OF LYNWOOD DR S 112 FT W 90 FT N 112 FT TO RD E ALONG RD 90 FT TO POB PART OF NE1/4 OF NW1/4 OF SEC 1-8-11. - 246 LYNWOOD DR. CUT AND CLEAN THE PROPERTY. (BOURGEOIS NANCY STONE)
- Parcel 15: 0711O-04-057.000. LOT 6 & 7 ANDERSON & STEWART ADD. - 702 MILLS AVE. CUT AND CLEAN THE PROPERTY. (HAYDEL PROPERTIES LP)
- Parcel 16: 0811L-04-120.000. E 97.5 FT OF LOTS 10 & 11 BLK 194 ORIGINAL GULFPORT - 1225 31ST AVE. CUT AND CLEAN THE PROPERTY MAKE NECESSARY REPAIRS. (BPF LLC)
- WARD 3
- Parcel 17: 0811B-04-043.000. LOTS 27 & 28 BLK 32 ARLINGTON HEIGHTS ADD. - 2328 17TH AVE. CUT AND CLEAN THE PROPERTY REMOVE ALL TRASH AND DEBRIS. (SULLIVAN A B -EST-)
- Parcel 18: 0810C-03-028.000. LOTS 1 TO 5 INC BLK 141 NORTH GULFPORT SECS 27/28-7-11. - 15162 TYLER ST. CUT AND CLEAN THE PROPERTY. (PITTMAN JAMES LEE)

- Parcel 19: 0809M-02-004.037. LOT F FOREST HEIGHTS - TULIP CT. CUT AND CLEAN THE PROPERTY REMOVE ALL TRASH AND DEBRIS. (GRIGGS ELIZABETH MCCREE)
- Parcel 20: 0810F-01-092.000. LOTS 1 TO 4 INC BLK 250 NORTH GULFPORT - 4600 MARTIN LUTHER KING JR BLVD. REMOVE/RELOCATE STORAGE STRUCT OBTAIN PERMIT OR REMOVE. (WARD M)
- Parcel 21: 0811B-05-044.000. LOTS 21 & 22 BLK 10 ARLINGTON HEIGHTS ADD. - 2616 18TH AVE. CUT AND CLEAN THE PROPERTY. (GARDNER MARIA)
- Parcel 22: 0810N-02-004.000. S 50 FT OF LOTS 1 & 2 BLK 5 STANDARD LAND - 3017 20TH AVE. REMOVE ALL TRASH AND DEBRIS. (NICHOLS CAROLYN)
- Parcel 23: 0810N-02-026.000. LOTS 4 & 5 BLK 12 STANDARD LAND - 2019 30TH ST. CUT AND CLEAN THE PROPERTY. (PINKSTON ANGELA KIM C)
- Parcel 24: 0810N-02-026.002. LOTS 6 & 7 BLK 12 STANDARD LAND - 2021 30TH ST. CUT AND CLEAN THE PROPERTY. (PINKSTON ANGELA KIM C)
- Parcel 25: 0810N-02-026.001. LOTS 8 & 9 BLK 12 STANDARD LAND ADD PART OF SE1/4 OF SE1/4 OF SEC 33-7-11. - 2105 30TH ST. CUT AND CLEAN THE PROPERTY. (PINKSTON ANGELA KIM C)
- Parcel 26: 0810N-03-021.001. LOT 4 BLK 11 STANDARD LAND SUBD SEC 33-7-11. - 2207 30TH ST. CUT AND CLEAN THE PROPERTY. (ROBINSON MILTON D)
- Parcel 27: 0811G-01-004.000. LOT 41 BLK 20 SORIA CITY - 1535 21ST ST. CUT AND CLEAN THE PROPERTY. (HAMS JOHN N)

WARD 4

- Parcel 28: 0910I-01-085.015. LOT 15 SANS SOUCI TOWNHOUSES - PASS RD. CUT AND CLEAN THE PROPERTY REMOVE ALL TRASH AND DEBRIS. (HAYDEL PROPERTIES LP)
- Parcel 29: 0910I-01-085.014. LOT 14 SANS SOUCI TOWNHOUSES - PASS RD. CUT AND CLEAN THE PROPERTY REMOVE ALL TRASH AND DEBRIS. (HAYDEL PROPERTIES LP)
- Parcel 30: 0910I-01-085.013. LOT 13 SANS SOUCI TOWNHOUSES PASS RD. CUT AND CLEAN THE PROPERTY REMOVE ALL TRASH AND DEBRIS. (HAYDEL PROPERTIES LP)

WARD 5

- Parcel 31: 0809B-03-014.047. LOT 47 ANGELA PARK SUBD PART 2 SEC 15-7-11. - 14512 WHITNEY DR. CUT AND CLEAN THE PROPERTY. (STATE 8/26/13)
- Parcel 32: 0909C-01-016.029. LOT 310 LOREN D. HEIGHTS PHASE V. - 2470 TANDY DR. CUT AND CLEAN THE PROPERTY. (LOWELL HARRY J)

WARD 6

Parcel 33: 0908K-02-032.000. LOT 186 WILDWOOD SUBD PART 1 - 902 EAST BIRCH DR. CUT AND CLEAN THE PROPERTY. (DEMONTAGNAC DENISE NICOLE)

Parcel 34: 0908D-01-070.000. LOT 50 WINDSONG SUBD PHASE I NW1/4 SEC 2-7-11. - 13462 WINDSONG DR. CUT AND CLEAN THE PROPERTY REMOVE ALL TRASH AND DEBRIS. (SANDERS LARRY B)

Parcel 35: 1008D-01-010.000. LOT 10 INDIAN OAKS SUBD SEC 6-7-10 - 12165 ARROWHEAD DR. REMOVE ALL TRASH AND DEBRIS REMOVE/RELOCATE REC VEHICLE. (GAUDET RON)

WARD 7

Parcel 36: 0808F-02-010.000. LOT 26 NORTHWOOD HILLS EAST SUBD. - 12083 BARIMBA PL. CUT AND CLEAN THE PROPERTY. (WILDS JOHN)

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 7th day of May, 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: 0811E-05-007.000. E 90 FT. OF LOTS 1 & 2 BLK. 117 ORIGINAL GULFPORT - 3307 20TH ST. CUT AND CLEAN THE PROPERTY. (GARDNER SHIRLEY M -EST-)
- Parcel 2: 0711L-02-001.000. BEG NE COR OF LOT 22 GOTTSCHALK SURVEY ON W MAR OF ALLEY S 28 DG E 100 FT S 62 DG W 96 FT TO E LINE OF STEWART SUBD N 28 DG W ALONG SUBD 100 FT TO NW COR OF LOT 22 N 62 DG E 96 FT TO POB BEING PART OF LOT 22 GOTTSCHALK SURVEY PART OF NE 1/4 OF NW 1/4 - 4919 17TH ST. CUT AND CLEAN THE PROPERTY. (WESTLEY JAMES & DELPHINE)
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Parcel 36: 0808F-02-010.000. LOT 26 NORTHWOOD HILLS EAST SUBD. - 12083 BARIMBA PL. CUT AND CLEAN THE PROPERTY. (WILDS JOHN)

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: Greg Holmes, Planning Administrator
Urban Development Department

Date: April 25, 2019

Re: Resubdivision 1903PC027, by owners Emily and Kyle Fitzpatrick, tax parcel 0708A-01-016.000, Divide into two new parcels, 12501 Old Hwy 49, Zoned R-1-15 (Single-family), Ward 7

Planning Commission recommendation: To approve applicant request with conditions.

Motion: Mr. Anthony

Second: Mr. Jones

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

Action: Motion was carried unanimously

Speaking for the Petition:

1. Kyle Fitzpatrick

Speaking against the Petition: None

On March 28, 2019 the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for May 7, 2019.

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 1903PC027

Hearing Date: March 28, 2019

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

Legal: Resubdivision 1903PC027, by owners Emily and Kyle Fitzpatrick, tax parcel 0708A-01-016.000, Divide into two new parcels, 12501 Old Hwy 49, Zoned R-1-15 (Single-family), Ward 7

TECHNICAL DETAILS

The applicants are requesting to divide 10.70 acres of residentially zoned property into two parcels. These new parcels are proposed to be Parcel "A" being 4.11 acres and Parcel "B" being 6.59 acres. Parcel "A" will be bounded by private property on the north, Old Highway 49 on the east, private property and Parcel "B" on the south, and Parcel "B" on the west. Parcel "B" will be bounded by private property on the north, Parcel "A" and private property on the east, and private property and Phifer Lane on the south, and private property and Nugent Road on the west.

The Gulfport Subdivision Regulations require that:

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

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

DEPARTMENTAL CONDITIONS

Engineering: Conditions. Sewer and water services to be coordinated with Public Works at time of development. Memo dated March 18, 2019.

Public Works: Conditions. Coordinate all water and sewer and water services with Public Works and Engineering. Memo dated March 18, 2019.

Traffic and Safety: No conditions. Memo dated March 14, 2019.

Technical Report

Resubdivision

Building Code Services: Conditions. Must comply with all City of Gulfport Ordinance and current building codes. Memo dated March 8, 2019.

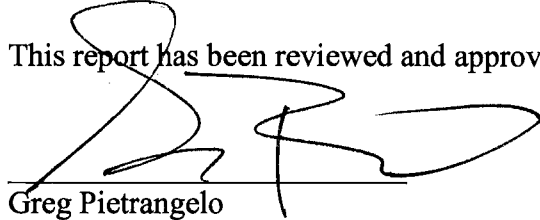
GIS: No conditions. Memo dated March 12, 2019.

Police Department: No conditions. Memo dated March 11, 2019.

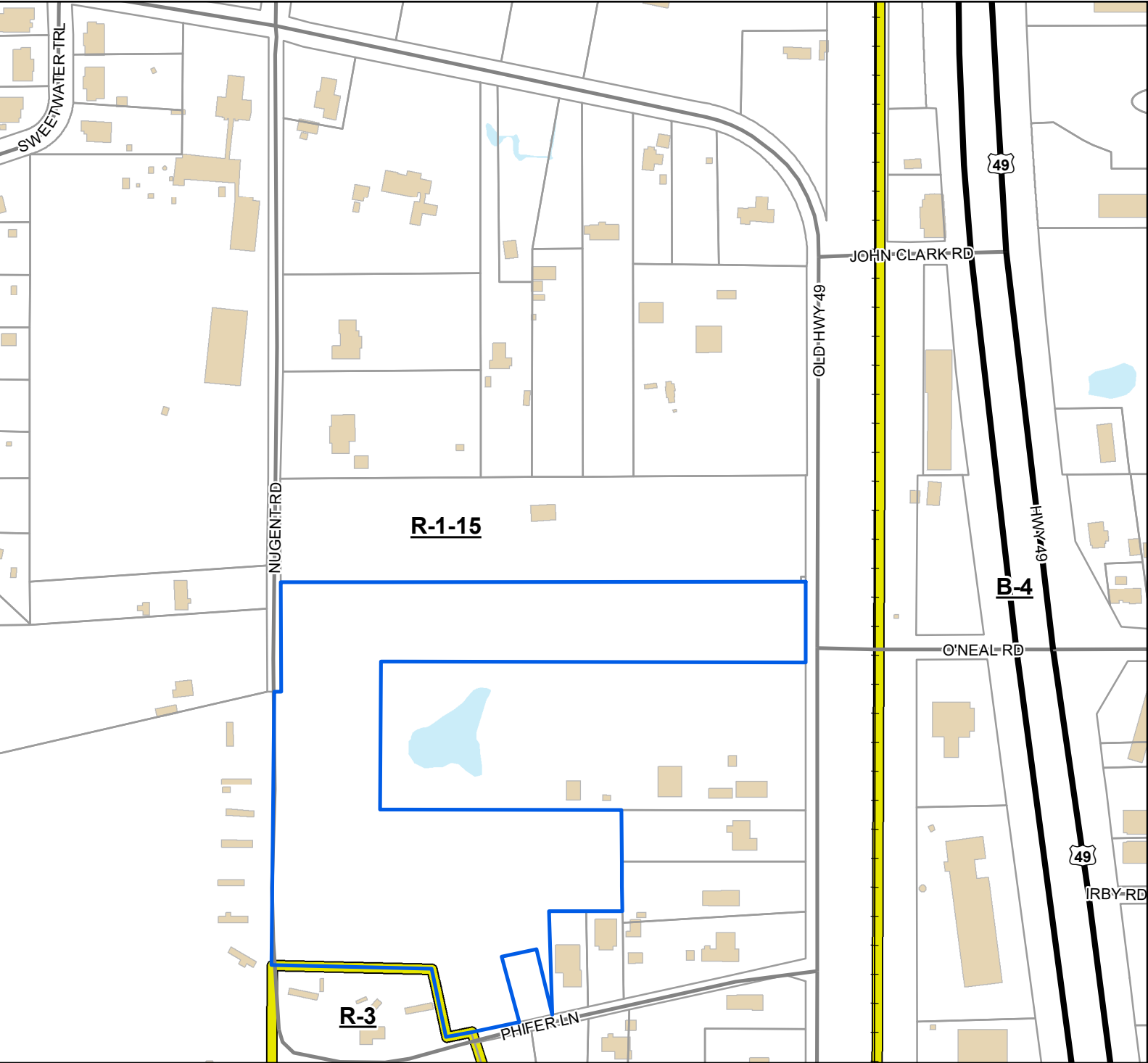
Fire Department: No conditions. Memo dated March 13, 2019.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

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

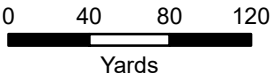
Greg Pietrangelo
Director of Urban Development Department



Legend

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

Site Information
0708A-01-016.000
Zoning: R-1-15 (Single-family)
Size: 10.3 acres
Flood: X



1 inch = 285 feet



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



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

For Staff Use Only

Case Number: 1903PC027

Date Received: _____

Receipt Number: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

Size: _____

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

0	7	0	8	A

 -

0	1

 -

0	1	6

 .

0	0	0

(If necessary, use separate sheet of paper)

Address of Property Involved: 12501 Old Hwy 49

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

General Location: Intersection of Cheal Rd. and Old Hwy 49

GENERAL DESCRIPTION OF REQUEST:

To resubdivide the 10.7 acre lot into a 4 acre lot
bordering Hwy 49 and a 6.7 acre lot bordering
Phifer lane and Nugent Rd.

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

Kyle Fitzpatrick
Printed Name of Owner

16125 Sylvan Dr.

Mailing Address
Gulfport MS 39503
City State Zip code

228 213-0109

Home Phone Work/Cell Phone

Kyle way Fitz @ gmail . com

Email

Kyle Fitzpatrick
Signature of Owner

Printed Name of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature of Agent

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



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

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

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

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) Emily K. Fitzpatrick

ADDRESS (STREET, CITY, STATE, ZIP CODE) 16125 Sylvan Drive Gulfport, MS 39503

PHONE # (H) (662) 255-6864 (W) _____

TAX PARCEL NUMBER(S) OWNED 0708A-01-016-000

SIGNATURE: Emily K. Fitzpatrick

NAME OF OWNER (PRINT) _____

ADDRESS (STREET, CITY, STATE, ZIP CODE) _____

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES

PERSON/AGENT FOR YOU: _____

Date: 02-04-19

County: Harrison

Purpose: Claim of no restrictive or protective covenants prohibiting resubdivision of property.

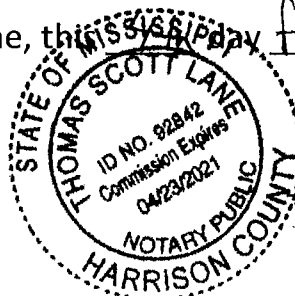
PERSONALLY came and appeared before me, the undersigned Notary, the within named Kyle Fitzpatrick who is a resident of Harrison county, State of Mississippi, and makes this his/her statement and General Affidavit upon oath and affirmation of belief and personal knowledge that the following matters, facts, and things set forth are true and correct to the best of his/her knowledge.

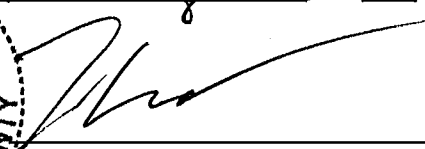
The property with tax parcel # 0708A-01-016.000 located at the intersection of O'neal Rd. and Old Hwy 49 has no restrictive or protective covenants prohibiting the resubdivision of this property.

DATED this 04 day of February, 2019


Signature of Affiant

SWORN to the subscribed before me, this Mississippi day February, 2019




NOTARY PUBLIC

My Commission Expires:

4-23-21



SCALE: 1"=100'

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

15.00'
S 89°45'07" E

(a) NOW OR FORMERLY
HENRY HANSTINE
2218 SWEETMAN RD
GULFPORT, MS 39507
#0708A-01-013.001

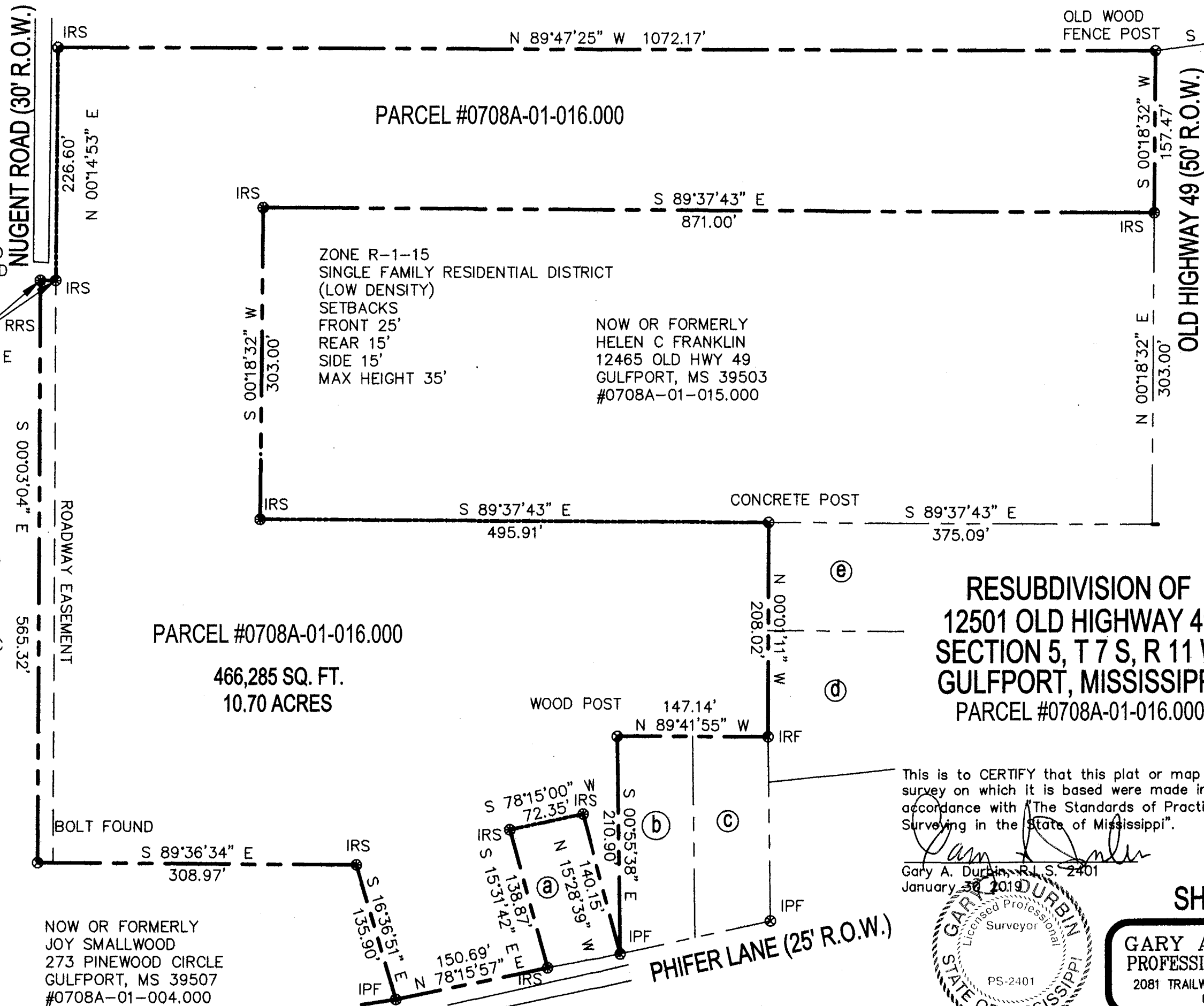
(b) NOW OR FORMERLY
GLEN JOHNSON
15520 SWAN LAKE RD
GULFPORT, MS 39503
#0708A-01-013.000

(c) NOW OR FORMERLY
PROPHECY HOMES LLC
15276 DEDEAUX RD
GULFPORT, MS 39503
#0708A-01-013.002

(d) NOW OR FORMERLY
PAT GORDON
12445 OLD HWY 49
GULFPORT, MS 39503
#0708A-01-014.000

(e) NOW OR FORMERLY
SAMUEL SHOCKLEY
12459 OLD HWY 49
GULFPORT, MS 39503
#0708A-01-014.001

NOW OR FORMERLY
JOY SMALLWOOD
273 PINWOOD CIRCLE
GULFPORT, MS 39507
#0708A-01-004.000



COMMENCING
POINT

N: 353362.78
E: 899159.32

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

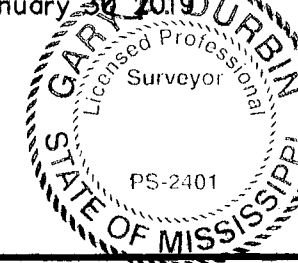
This is a Class
"B" survey per
"The Standards of
Practice for Land
Surveying in the
State of
Mississippi".

Bearings based on
GPS Observation
of the east
margin of Rich
Avenue, NAD 83,
MS East Zone,
convergence angle
-0.130449, scale
factor 0.999960.

This property is
situated in Zone
"X" per FEMA
Flood Insurance
Rate Map, City of
Gulfport, Harrison
County,
Mississippi,
Community Panel
Number
28047C-0255-H,
Revised:
12/21/17.

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

Gary A. Durbin, R.L.S. 2401
January 30, 2019



SHEET 1 OF 4 10380

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



SCALE: 1"=100'

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

15.00'
S 89°45'07" E

(a) NOW OR FORMERLY
HENRY HANSTINE
2218 SWEETMAN RD
GULFPORT, MS 39507
#0708A-01-013.001

(b) NOW OR FORMERLY
GLEN JOHNSON
15520 SWAN LAKE RD
GULFPORT, MS 39503
#0708A-01-013.000

(c) NOW OR FORMERLY
PROPHECY HOMES LLC
15276 DEDEAUX RD
GULFPORT, MS 39503
#0708A-01-013.002

(d) NOW OR FORMERLY
PAT GORDON
12445 OLD HWY 49
GULFPORT, MS 39503
#0708A-01-014.000

(e) NOW OR FORMERLY
SAMUEL SHOCKLEY
12459 OLD HWY 49
GULFPORT, MS 39503
#0708A-01-014.001

NOW OR FORMERLY
JOY SMALLWOOD
273 PINWOOD CIRCLE
GULFPORT, MS 39507
#0708A-01-004.000

ZONE R-1-15
SINGLE FAMILY RESIDENTIAL DISTRICT
SETBACKS
FRONT 25'
REAR 15'
SIDE 15'
MAX HEIGHT 35'

PARCEL "B"
287,026 SQ. FT.
6.59 ACRES

PARCEL "A"
179,259 SQ. FT.
4.11 ACRES

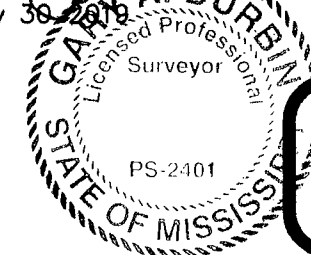
ZONE R-1-15
SINGLE FAMILY RESIDENTIAL DISTRICT
(LOW DENSITY)

NOW OR FORMERLY
HELEN C FRANKLIN
12465 OLD HWY 49
GULFPORT, MS 39503
#0708A-01-015.000

**RESUBDIVISION OF
12501 OLD HIGHWAY 49
SECTION 5, T 7 S, R 11 W
GULFPORT, MISSISSIPPI
PARCEL #0708A-01-016.000**

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

Gary A. Durbin, P.L.S.
January 30, 2018



SHEET 2 OF 4

10380

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

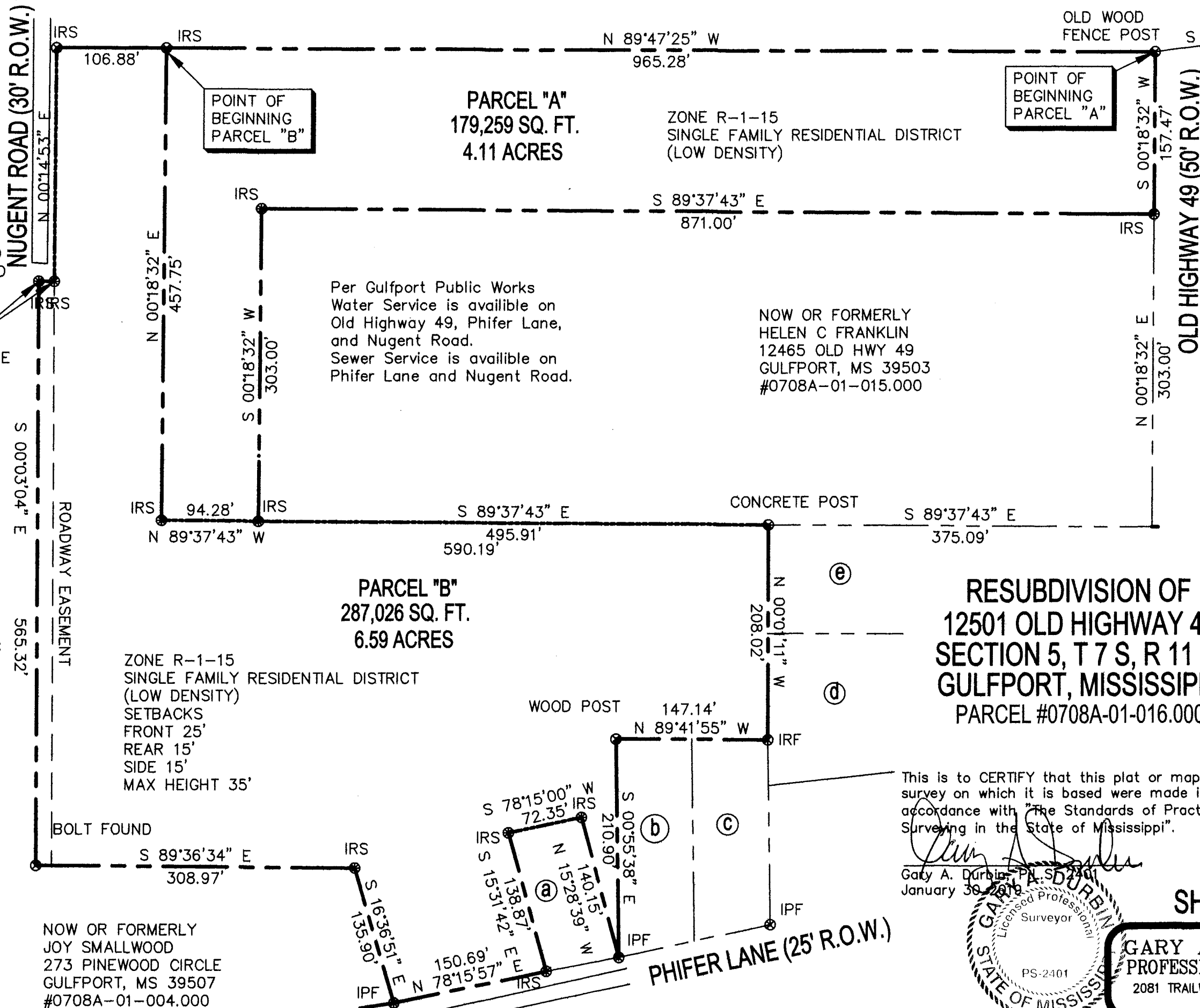
This survey does
not reflect a title
search by Gary A.
Durbin, P.L.S., nor
should it be
considered as
such.

This is a Class
"B" survey per
"The Standards of
Practice for Land
Surveying in the
State of
Mississippi".

Bearings based on
GPS Observation
of the east
margin of Rich
Avenue, NAD 83,
MS East Zone,
convergence angle
-0.130449, scale
factor 0.999960.

This property is
situated in Zone
"X" per FEMA
Flood Insurance
Rate Map, City of
Gulfport, Harrison
County,
Mississippi,
Community Panel
Number
28047C-0255-H,
Revised:
12/21/17.

COMMENCING
POINT
N: 353362.78
E: 899159.32



CERTIFICATE OF RESUBDIVISION
12501 OLD HIGHWAY 49
SECTION 5, T 7 S, R 11 W
GULFPORT, MISSISSIPPI
PARCEL #0708A-01-016.000

CERTIFICATE OF RESUBDIVISION

In accordance with Section 9-48 of the Code of Ordinance (Subdivision Regulations) of the City of Gulfport, as amended, it is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have revised and approved this Final Plat for the Resubdivision of Parcel 0708A-01-016.000 in the Northeast 1/4 of the Northeast 1/4 of Section 5, Township 7 South, Range 11 West, into Parcel "A" and Parcel "B". The subject property generally described as being located West of Old Highway 49 and North of Phifer Lane, The ad valorem tax parcel number of the subject property is 0708A-01-016.000, (Deed Reference 2019-287-D-J1). The Case File Number is 1903 PC 027

LEGAL DESCRIPTION OF LAND PRIOR TO RESUBDIVISION (PER DEED)
PROPERTY OF KYLE FITZPATRICK PARCEL 0708A-01-016.000

A lot described as Beginning at a point 208.5 feet South of the Northwest corner of the NE 1/4 of the NE 1/4 of Section 5, Township 7 South, Range 11 West, from thence run South 786.5 feet along a boundary this day marked as a true boundary of the property herein conveyed by C.E. Cruthrds, to a stake set for the SW corner of said property from thence East 708 feet to a stake marking the SE corner of said property which said point is 81 feet South of an iron stake marking the SW corner of the property of Dr. Fabnestock, thence from said SE corner run North 335 feet to a fence line marking the Southern boundary of the property of Lloyd, thence West 459 feet to a stake, thence North 451.5 feet to a stake on a fence line, thence West 249 feet to the Point of Beginning, containing 8 acres, more or less. This conveyance also includes a right of way or easement for road purposes, thirty feet wide, extending due south from the Highway leading from the residence of C.E. Cruthrds and wife to the Magnolia Highway, thence East boundary of said thirty foot right of way is to run for the Southeast corner of said property. All of said property herein conveyed being situated in and a part of the Northeast 1/4 of the Northeast 1/4 of Section 5, Township 7 South, Range 11 West, in Harrison County, Mississippi, and being the same property conveyed by C.E. Cruthrds and wife by Deed dated October 15, 1927, and recorded in Book 171, Page 431 of the Deed Records of Harrison County, Mississippi.

Also, starting at a stake thirty feet west of the Southeast corner of the land owned by Oscar Elder, as above described, thence running in a westerly direction three hundred and eighteen feet to a stake, thence in a southerly direction one hundred thirty-six feet to a stake, thence in an easterly direction three hundred thirty-six feet to a stake, thence in a northerly direction sixty feet to the Point of Beginning, containing a fraction less than three quarters of an acre, being in a southern part of the Northeast 1/4 of the Northeast 1/4 of Section 5, Township 7 South, Range 11 West.

Also, that certain lot or parcel of land, described as Beginning at a point 208 feet West and 209 feet South of the Northeast corner of Section 5, Township 7 South, Range 11 West, as a Point of Beginning, and from thence run West 871 to a stake, thence South 150 feet, more or less, to the Northwest corner of the property now or formerly of J.C. Williamson, thence due East along the North line of said Williamson's property to a point due South at the Point of Beginning, on the West margin of Magnolia Highway, thence North 150 feet, more or less, to the Point of Beginning. Being located in and a part of the NE 1/4 of the NE 1/4 of Section 5, Township 7 South, Range 11 West, in Harrison County, Mississippi.

LESS AND EXCEPT, that parcel conveyed to Mrs. Cecil Rowe Ball on March 10, 1948, by Warranty Deed recorded in Book 308 at Pages 204-205 of the Land Deed Records of Harrison County, Mississippi, more fully described as follows, to-wit:

A lot or parcel of land Beginning at the Southeast corner of the property of the Pittmans, which point is 995 feet South on the Quarter Section line from the NW corner of the NE 1/4 of the NE 1/4 of Section 5, Township 7 South, Range 11 West, and from said point run East 708 feet for a Point of Beginning, from said Point of Beginning run North 180 feet to a stake, thence run West 150 feet to a stake placed 216 feet north of the south side of this lot, from thence run South 216 feet to the South line of the property now or formerly of Pittman, thence run East 150 feet to the Place of Beginning, said lot being situated in the Northeast corner of the property now or formerly of Pittman, and situated and being in and a part of the NE 1/4 of the NE 1/4 of Section 5, Township 7 South, Range 11 West, together with all improvements therein and all rights and appurtenances thereunto belonging.

LEGAL DESCRIPTION PARCEL "A" (PER SURVEY)

A parcel of land situated in the Northeast 1/4 of the Northeast 1/4 of Section 5, Township 7 South, Range 11 West, Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at an iron pipe located at the Northeast corner of Section 5, Mississippi East Zone Coordinates N 353362.78, E 899159.32, thence S 44°46'21" W 315.94 feet to an wood fence post on the West margin of Old Highway 49 and the Point of Beginning, thence S 00°18'32" W 157.47 feet along said West margin to an iron rod set, thence N 89°37'43" W 871.00 feet to an iron pipe found, thence S 00°18'32" W 303.00 feet to an iron pipe found, thence N 89°37'43" W 94.28 feet to an iron rod set, thence N 00°18'32" E 457.75 feet to an iron rod set, thence S 89°47'25" E 965.28 feet to the Point of Beginning. Said parcel contains 179,259 square feet or 4.11 acres. Bearings based on GPS Observation, MS-East Zone, convergence angle -0.130449, scale factor 0.999960, per survey by Gary A. Durbin, P.L.S. dated January 30, 2019.

LEGAL DESCRIPTION PARCEL "B" (PER SURVEY)

A parcel of land situated in the Northeast 1/4 of the Northeast 1/4 of Section 5, Township 7 South, Range 11 West, Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at an iron pipe located at the Northeast corner of Section 5, Mississippi East Zone Coordinates N 353348.01, E 899185.53, thence S 49°53'25" W 325.22 feet to an wood fence post on the West margin of Old Highway 49, thence N 89°47'25" W 965.28 feet to an iron rod set and the Point of Beginning, thence S 00°18'32" W 457.75 feet to an iron rod set, thence S 89°37'43" E 590.19 feet to a concrete fence post, thence S 00°01'11" E 208.02 feet to an iron rod found, thence N 89°41'55" W 147.14 feet to a wood post, thence S 00°55'38" E 210.90 feet to an iron pipe found, thence N 15°28'39" W 140.15 feet to an iron rod set, thence S 78°15'00" W 72.35 feet to an iron rod set, thence S 15°31'42" E 138.87 feet to an iron rod set, thence N 89°36'34" W 78°15'57" W 150.69 feet to an iron pipe found, thence N 16°36'51" W 135.90 feet to an iron rod set, thence N 89°45'07" E 15.00 feet to an iron rod set, thence N 00°03'04" W 565.32 feet to an iron rod set, thence S 89°45'07" E 106.88 feet to the Point of Beginning. Said parcel contains 286,631 square feet or 6.58 acres. Bearings based on GPS Observation, MS-East Zone, convergence angle -0.130449, scale factor 0.999960, per survey by Gary A. Durbin, P.L.S. dated January 30, 2019.

SHEET 3 OF 4 10380

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

CERTIFICATE OF RESUBDIVISION
12501 OLD HIGHWAY 49
SECTION 5, T 7 S, R 11 W
GULFPORT, MISSISSIPPI
PARCEL #0708A-01-016.000

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

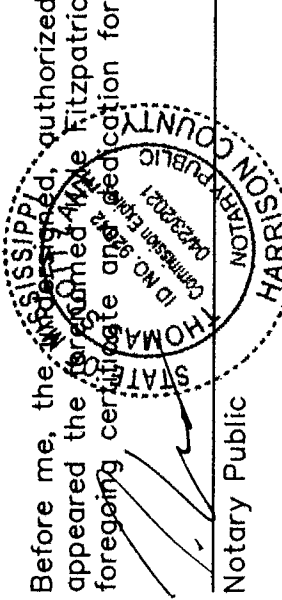
Ratified and Approved by:


KYLE FITZPATRICK, OWNER

This the 4th Day of February, 2019.

ACKNOWLEDGE

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



Notary Public

My Commission Expires 4-23-21

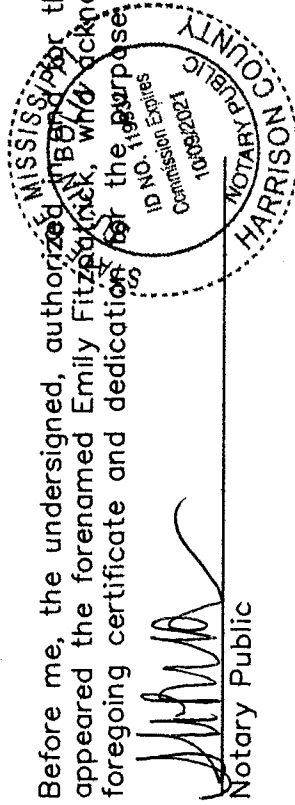
Ratified and Approved by:


EMILY FITZPATRICK, OWNER

This the 4th Day of February, 2019.

ACKNOWLEDGE

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



Notary Public

My Commission Expires 10/9/21

PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the ____ day of ____ 2019.

Planning Commission Chairman

Planning Division Administrator

APPROVAL

Submitted to and approved by the City of Gulfport City Council at the regular meeting of said Council held on the ____ day of ____ 2019.

ATTEST:

ADOPT:

Clerk of Council

President

This Resubdivision Plat and Certificate of Resubdivision, having been submitted and approved by the Mayor this ____ day of ____, 2019.

Mayor

SHEET 4 OF 4 10380

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



URBAN DEVELOPMENT
PLANNING DIVISION

March 8, 2019

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

Emily & Kyle Fitzpatrick (Owners)
16125 Sylvan Drive
Gulfport, MS 39503

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

RE: Resubdivision 1903PC027, by owners Emily and Kyle Fitzpatrick, tax parcel 0708A-01-016.000, Divide into two new parcels, 12501 Old Hwy 49, Zoned R-1-15 (Single-family), Ward 7

To Whom It May Concern:

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

The City of Gulfport Planning Commission will hold a public hearing to consider the above request at 4:30 P.M. on **Thursday, March 28, 2019**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

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

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

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

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

Sincerely,
City of Gulfport Planning Division

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

PPIN	Parcel ID	Name	Address	City	State	ZIP
		Emily & Kyle Fitzpatrick (Owners)	16125 Sylvan Drive	Gulfport	MS	39503
		Adjacent Property Owners				
57053	0808D-01-026.001	PUCHEU ELDER J	12520 HWY 49	GULFPORT	MS	39503
57054	0808D-01-026.000	PUCHEU EDDIE JOHN -EST-	12520 HWY 49	GULFPORT	MS	39503
57074	0808D-04-001.000	SEAL BOBBI	409 HWY 90	GAUTIER	MS	39553
57243	0708A-01-014.000	GORDON PAT	12445 OLD HWY 49	GULFPORT	MS	39503
57244	0708A-01-012.000	GORDON T DAVIS & GALVANI GINA M	16046 PHIFER RD	GULFPORT	MS	39503
57245	0708A-01-015.000	FRANKLIN HELEN C -L/E-	12465 OLD HWY 49	GULFPORT	MS	39503
57247	0708A-01-013.000	JOHNSON GLEN N & MANSFIELD MARSHA K	15520 SWAN LAKE BLVD	GULFPORT	MS	39503
57249	0708A-01-002.000	REORGANIZED CHURCH OF JESUS CHRIST C/O	204 N ISLAND VIEW	LONG BEACH	MS	39560
57250	0708A-01-001.000	GULF SOUTH PIPELINE COMPANY LP ATTN: DA	P O BOX 20008	OWENSBORO	KY	42304
57253	0708A-01-009.000	OLDSTEIN DAVID LESTER	16082 PHIFER LN	GULFPORT	MS	39503
85288	0808D-02-013.000	STEGALL CHARLES R	P O BOX 6458	DIAMONDHEAD	MS	39525
85346	0808D-04-002.000	FIRST THE	15513 O'NEAL RD	GULFPORT	MS	39503
85723	0708A-01-003.000	FRANKLIN WALTER E & SALLIE A	12511 NUGENT RD	GULFPORT	MS	39503
85724	0708A-01-004.000	SMALLWOOD JOY R	273 PINWOOD CIR	GULFPORT	MS	39507
85726	0708A-01-016.000	ROBERTS ELEANOR SUE & CHARLES -L/E-	2149 MORGAN RD	MARIETTA	GA	30066
91856	0707P-01-019.000	NUGENT UNITED METHODIST CHURCH	13080 JOHN CLARK ROAD	GULFPORT	MS	39503
98333	0708A-01-003.001	FRANKLIN WALTER E & WF	12511 NUGENT RD	GULFPORT	MS	39503
99858	0708A-01-013.001	HANSTINE HENRY R	2218 SWEETMAN BLVD	GULFPORT	MS	39507
100103	0708A-01-011.001	HOWELL JEANINE P	12421 OLD HWY 49	GULFPORT	MS	39503
110051	0708A-01-014.001	SHOCKLEY SAMUEL P & MELISSA A ETAL	12459 OLD HWY 49	GULFPORT	MS	39503
122768	0708A-01-009.001	FAIRLEY BRETT R	16084 PHIFER LANE	GULFPORT	MS	39503
123952	0708A-01-013.002	PROPHECY HOMES LLC	15276 DEDEAUX RD	GULFPORT	MS	39503
124411	0708A-01-009.002	STANG DEBORAH K	16086 PHIFER LN	GULFPORT	MS	39503

SunHerald

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Depth
661565	0004110367	LEGAL NOTICE PUBLIC HEARING In conforma	199570	\$27.72	1	4.40 In

Attention: Matilda Welch.

GULFPORT CITY HALL
PO BOX 1780
GULFPORT, MS 39502

LEGAL NOTICE PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979, as amended, notice is hereby given advising that the Zoning Board of Adjustment and Appeals will hold a public hearing in the City of Gulfport, Mississippi at 3:00 P.M., Thursday, March 21, 2019 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development-Planning Division located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Variance 1903ZB030, by agent Josh Wagner, tax parcel 0808D-03-098.000, Variance for setback, 15528 Parkwood Dr. S, Zoned R-1-10 (Single-family), Ward 7

Variance 1903ZB032, by agent Shanon Rose Chehardy, tax parcel 0811B-07-001.000, Variance for the number of parking spaces and backing into the right-of-way, 1807 Pass Rd, Zoned B-2 (General business), Ward 3

Variance 1903ZB034, by owner Florence Gardens LLC, newly platted Florence Gardens Westwood Subdivision of tax parcel 0908C-01-001.000, Variance for fence height, Westwood Pl, Zoned R-1-7.5 (Single-family), Ward 6

This the 28th day of February 2019
A. Lee Palermo, Chairman
City of Gulfport Zoning Board of Adjustment and Appeals

STATE OF MISSISSIPPI

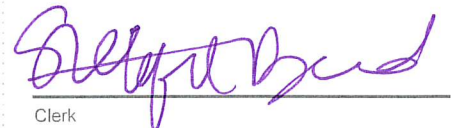
COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared STEFANI BEARD, 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:

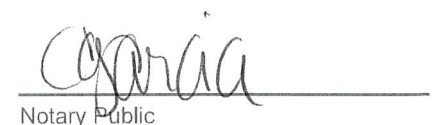
1 Insertion(s)

Published On:
March 06, 2019

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


Clerk

Sown to and subscribed before me this 6th day of March in the year of 2019


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.

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



CITY OF GULFPORT PLANNING COMMISSION

1903PC027

TRANSCRIPT OF HEARING

March 28, 2019

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 28TH DAY OF MARCH 2019
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
VIRGINIA ADOLPH
CHARLIE HEWES
JOHN ANTHONY
HAROLD SPANN
DOUG HANCOCK

NOT PRESENT:

B. J. SELLERS

STAFF PRESENT:

GREG PIETRANGELO
GREG HOLMES
EMMA STRONG

1 4. Resubdivision 1903PC027

2 MS. STRONG: Item Number 4. Resubdivision
3 1903PC027 has been duly and timely noticed as required by
4 law. The applicant requests to divide a parcel into two new
5 parcels zoned R-1-15 at 12501 Old Highway 49 in Ward 7. A
6 copy of the packet considered is hereby offered into th
7 record.

8 MR. WILLIAMS: Do we have someone here to
9 speak for this request? Yes.

10 MR. FITZPATRICK: Kyle Fitzpatrick. My home
11 address is 16125 Sylvan (ph.) Drive, Gulfport, Mississippi.
12 You just want me to tell you --

13 MR. WILLIAMS: Yes. Just tell us what you're
14 looking at doing.

15 MR. FITZPATRICK: We have a parcel of land at
16 the intersection of O'Neal Road and Old Highway 49. What
17 we're trying to do is, we're trying to resubdivide that
18 front lot that is actually road frontage on Old Highway 49
19 and basically make that separate from the back parcel. It's
20 going to be about four acres. The entire parcel is ten
21 acres. And so we want to subdivide that front four acres.
22 And the reason it's four acres is because that's the minimum
23 we can do in that area.

24 MR. WILLIAMS: Okay. And just for the
25 record, if we can show that Mr. Sellers for other

1 obligations had to leave, not recusing himself, but had
2 other obligations so he's leaving the meeting.

3 All right. Any questions for the applicant
4 on what he has stated?

5 MR. SPANN: So you want to subdivide this
6 into how many acres?

7 MR. FITZPATRICK: Four acres on the front,
8 road frontage on Old Highway 49, and then the rest will be
9 six acres on the back.

10 MR. WILLIAMS: Any other questions?

11 All right. If something comes up, we'll
12 bring you back up. Thank you. Appreciate it.

13 MR. FITZPATRICK: Thank you.

14 MR. WILLIAMS: Anyone else here to speak for
15 the request?

16 Do we have anybody here tonight to speak
17 against the request?

18 Anyone here tonight got any questions or
19 clarification on this request?

20 All right. So we've heard the applicant,
21 Commissioners. You've had a chance to review your package.
22 Any questions for the staff or the applicant? Or I'll take
23 a motion.

24 MR. ANTHONY: Mr. Chairman, I move that we
25 approve Case File Number 1903PC027 with any conditions.

1 MR. JONES: Second.

2 MR. WILLIAMS: All right. Got a motion and a
3 second to approve the case as presented. Any further
4 discussion, Commissioners? If not, all those in favor
5 signify by saying aye. Any opposed? All right. It's been
6 approved. Thank you.

7 (Unanimous vote.)

8 (Sellers not present.)

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BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

1903PC027

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 4 pages constitute a true and correct transcription of said hearing held on the 28th day of March 2019.

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 1st day of April 2019.

NORMA JEAN LADNER SOROË, CSR #1297
Certified Shorthand Reporter



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Emma Strong, Planner II
Planning & Zoning

Date: 4/26/2019

Subject: Final Plat (Short Form) - approval for third replat of Pineridge Gardens Cemetery to add 52 burial plots on tax parcel zoned R-2 (Single-family) - Case # 1906PC066 - Ward 1

Recommendation:

MEMORANDUM

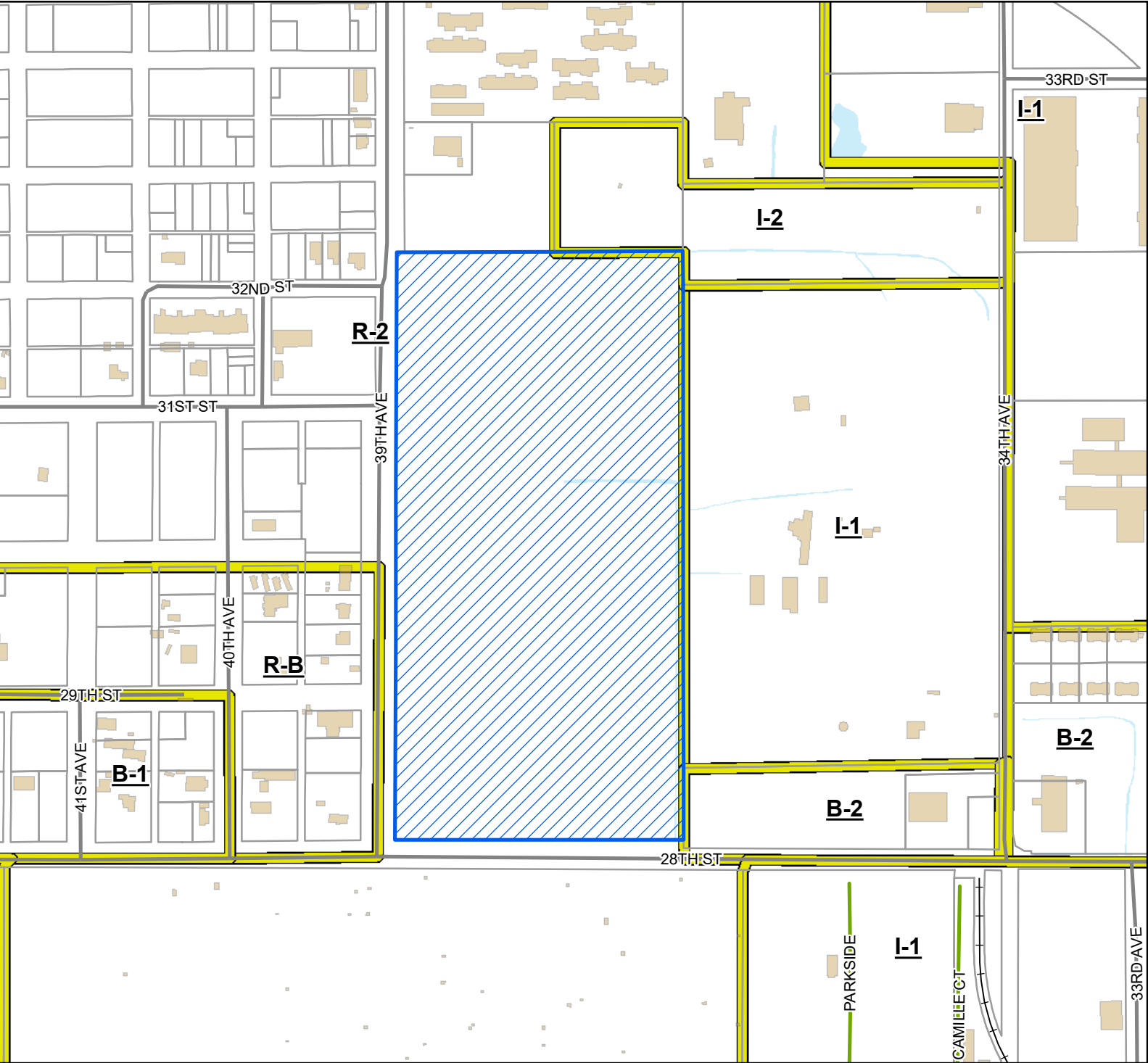
To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: April 26, 2019

Re: Final Plat (Short Form) - approval for third replat of Pineridge Gardens Cemetery to add 52 burial plots on tax parcel zoned R-2 (Single-family) - Case # 1906PC066 - Ward 1

Please place the attached item on the Council agenda for May 7, 2019.



Legend

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

Site Information

0710P-01-005.000

Zoning: R-2 (Single-family)

Size: 30.04 acres

Flood: X

0 60 120 180

Yards

1 inch = 400 feet

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



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

APPLICATION FOR FINAL PLAT

Property Information

TAX PARCEL #

0	7	1	0	P

 -

0	1

 -

0	0	5

 •

0	0	0

For Staff Use Only

Case File #: 1906PC0660Date Received: April 2019

Receipt #: _____

Received By: _____

Zoning: R-2Ward: 1 Flood: XSize: 32.04 acres

(If necessary, use separate sheet of paper)

Address of Property Involved: North east corner of 28th St & 39th AveLot(s) 52, Block(s) 1-13 & A, Subdivision Pineridge GardensGeneral Location: Section 32, Township 7 South, Range 11 West

GENERAL DESCRIPTION OF REQUEST:

Third replat of Pineridge Gardens Cemetery
to add 52 additional burial plots

OWNERSHIP AND CERTIFICATION:

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

OWNER

City of Gulfport

Printed Name Of Owner

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature Of Owner

AGENT

Printed Name Of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature Of Agent

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

☐

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

A THIRD REPLAT OF PART OF
PINDERIDGE GARDENS

A SUBDIVISION LOCATED IN SECTION 32, TOWNSHIP 7 SOUTH, RANGE 11 WEST,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

OWNER'S DEDICATION

This is to certify that the City of Gulfport, is the owner of record of the tract of land described herein, and hereby declares this to be the official plat of A THIRD REPLAT OF PART OF PINDERIDGE GARDENS, and further dedicates the streets and walkways as shown hereon to the public use of said cemetery.

WITNESS our signature this the ____ day of _____, 2019.

City of Gulfport

By: _____
BILLY HEWES, Mayor

ACKNOWLEDGMENT

State of Mississippi
County of Harrison

Personally appeared before me, the undersigned authority, in and for the aforesaid county and state, BILLY HEWES, Mayor who acknowledged to me that he signed, sealed and delivered this plat as authorized to do so on the day and year set forth above.

GIVEN under my hand and seal this the ____ day of _____, 2019.

My commission expires: _____
NOTARY PUBLIC

CERTIFICATE OF APPROVAL BY PLANNING ADMINISTRATOR

The Plat of A THIRD REPLAT OF PART OF PINDERIDGE GARDENS, is hereby approved and accepted by the Gulfport Planning Administrator.

This the ____ day of _____, 2019.

GREGORY HOLMES, PLANNING ADMINISTRATOR

CERTIFICATE OF ACCEPTANCE

This Plat has been submitted to and approved by the Mayor and City Council of Gulfport, Mississippi, by order adopted and

entered on their official Minute Book _____, Page(s) _____, held on the ____ day of _____, 2019.

MAYOR, CITY OF GULFPORT

SURVEYOR'S CERTIFICATE

I, GEORGE R. MOONEY, a Professional Land Surveyor in the State of Mississippi, do hereby certify that the foregoing plat and description are true and correct to the best of my knowledge and belief. The error of closure is less than 1:10,000.

WITNESS my signature this the ____ day of _____, 2019.

GEORGE R. MOONEY
MS. P.L.S. No. 2797

ACKNOWLEDGMENT

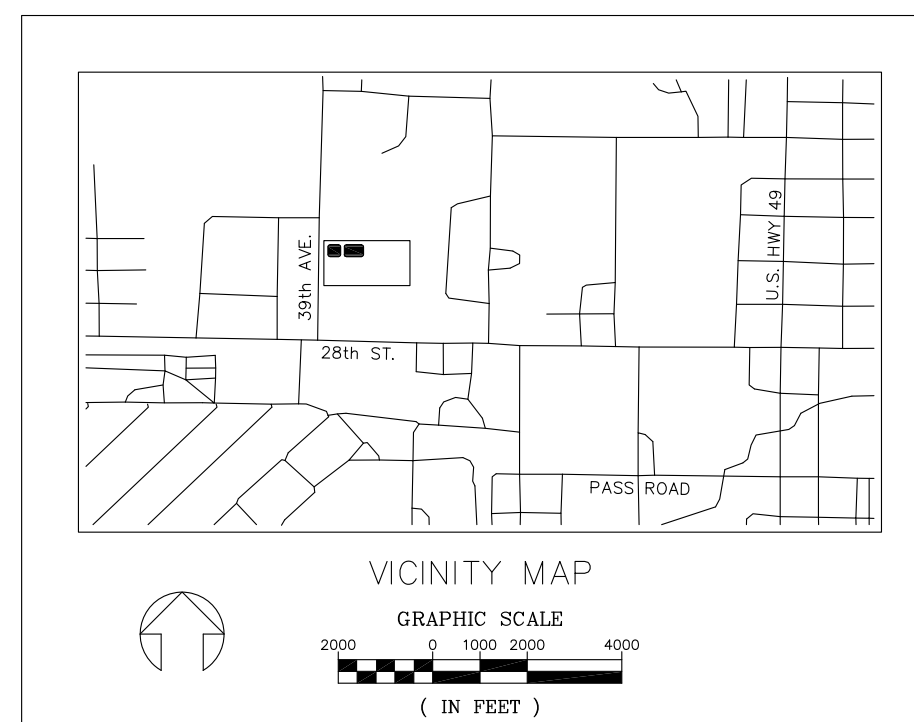
State of Mississippi
County of Harrison

Personally appeared before me, the undersigned authority, in and for the aforesaid county and state, GEORGE R. MOONEY, P.L.S., who acknowledged to me that he signed, sealed, and delivered the foregoing certificate on the day and in the year set forth above for the purpose(s) therein expressed.

GIVEN under my hand and seal this the ____ day of _____, 2019.

My commission expires: _____
NOTARY PUBLIC

This parcel located in "Zone X (other areas)" as per Flood Insurance Rate Map, Harrison County, Mississippi, Community Panel No. 285253 0038 D, revised October 4, 2002.



CITY ENGINEER'S APPROVAL

Final approval of Layout of Plat on this the ____ day of _____, 2019.

GULFPORT CITY ENGINEER

CERTIFICATE OF COMPARISON

We, the undersigned, do hereby certify that we have compared this DUPLICATE plat with the ORIGINAL plat of A THIRD REPLAT OF PART OF PINDERIDGE GARDENS and find the same to be an exact copy thereof.

CHANCERY CLERK

DEPUTY CLERK

GEORGE R. MOONEY
MS. P.L.S. No. 2797

CERTIFICATE OF RECORDATION

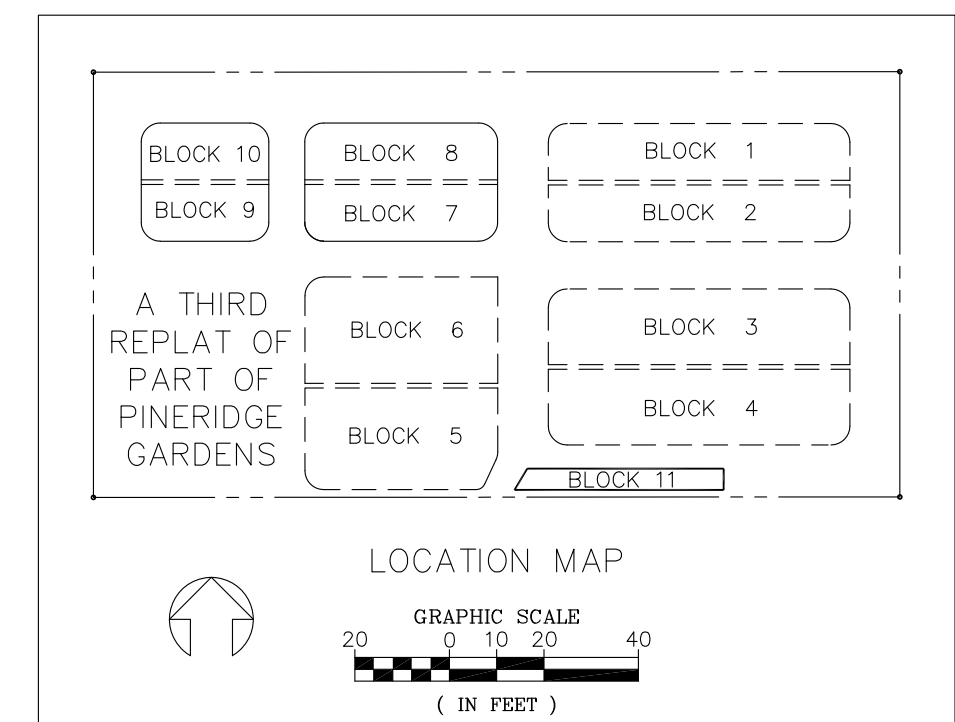
Filed and recorded by duplicate in the Record of Plats of Harrison

County, Mississippi, in Plat Book _____, Page _____, on the ____ day of _____, 2019.

CHANCERY CLERK

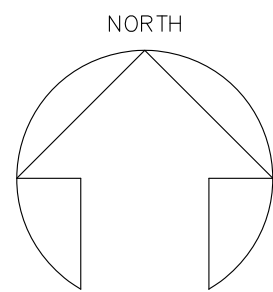
By: _____
DEPUTY CLERK

LEGAL DESCRIPTION: SEE SHEET 2 OF 2



ENGINEERING DEPARTMENT
4050 HEWES AVENUE Gulfport, Mississippi 39507

SHEET 1 OF 2



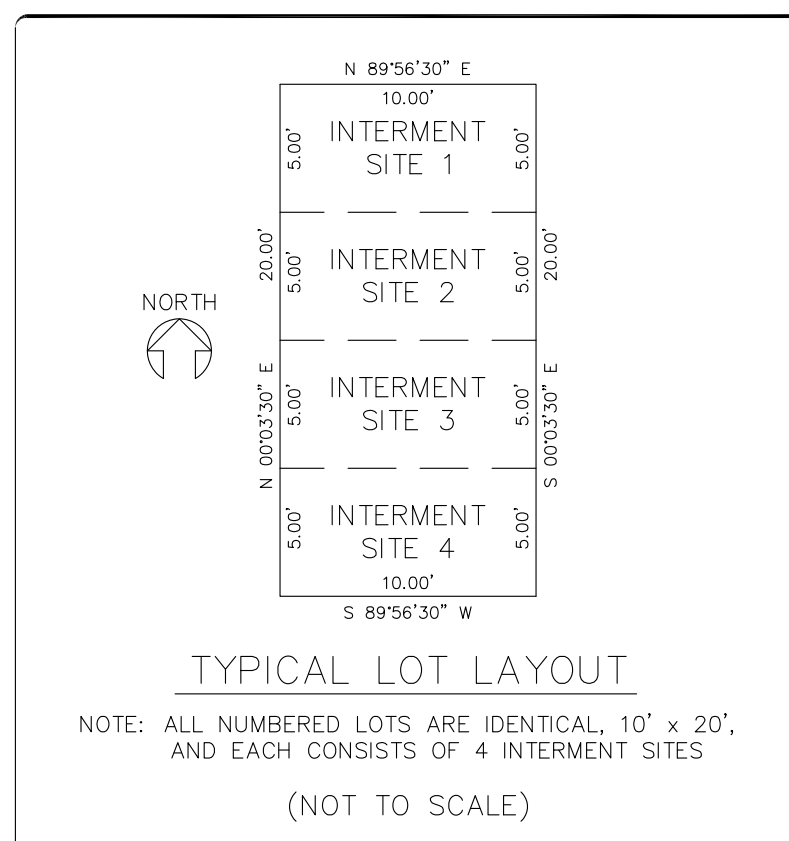
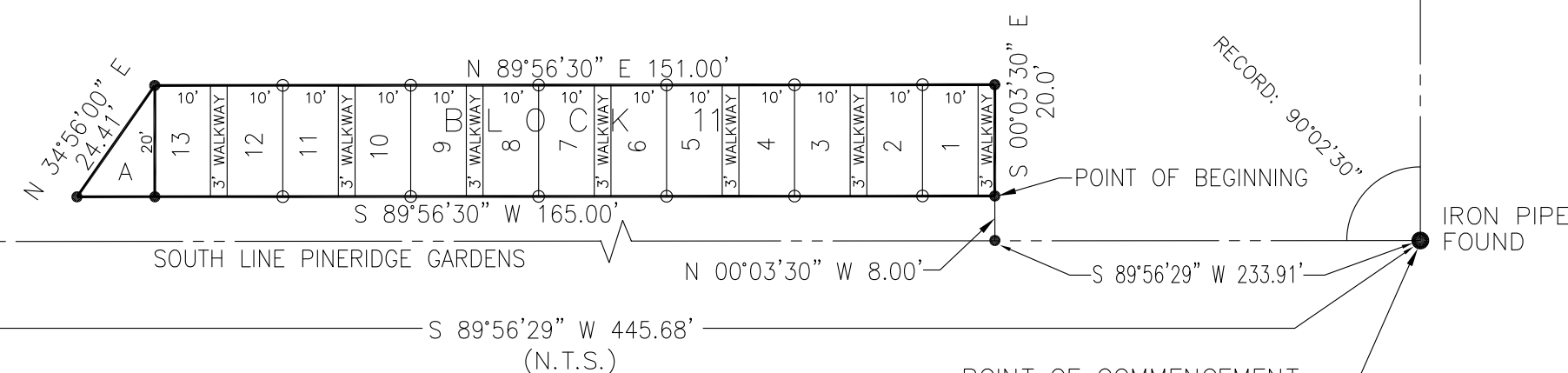
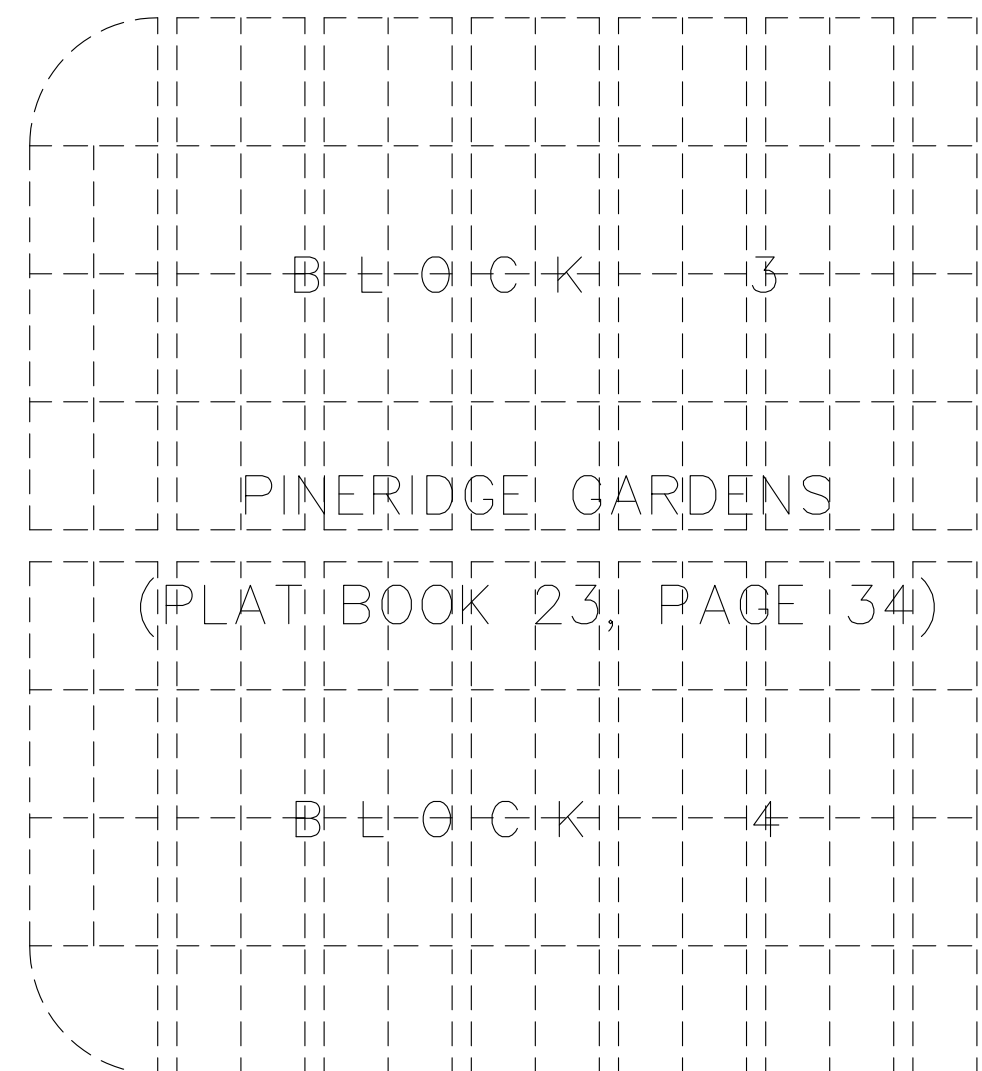
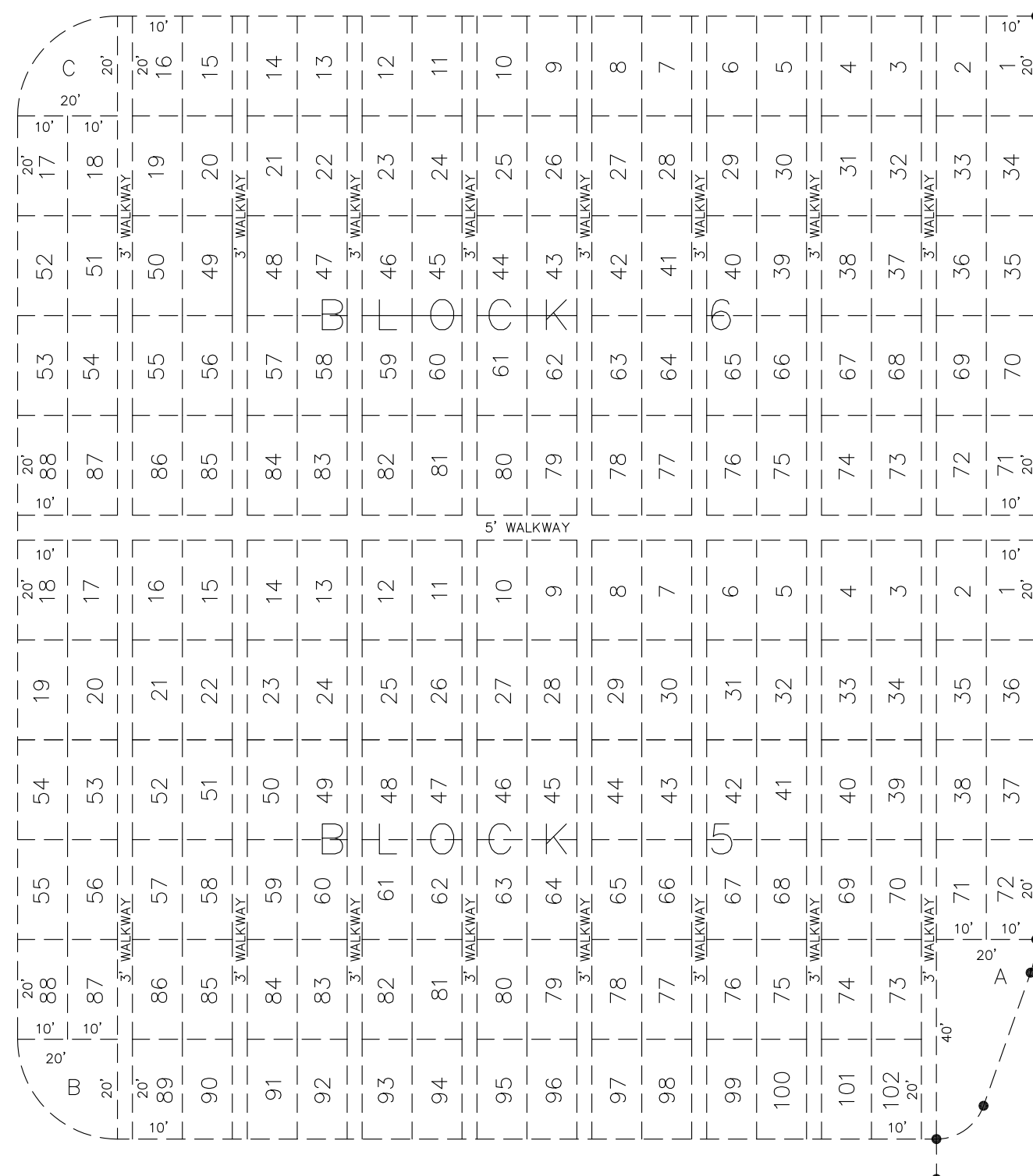
SCALE: 1"=30'

- IRON ROD FOUND
- IRON ROD SET

BEARINGS DETERMINED BY
GPS, THE EARL DUDLEY
NETWORK GRID NORTH

NOTE: OVERALL PARCEL CONTAINS
3,160.0 SQ.FT. OR 0.0725 OF AN ACRES, MORE OR LESS.

NOTE: THIS SURVEY "CLASS B"



A parcel of land situated in and being a part of Pineridge Gardens (Plat Book 23, Page 34), City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follow:

Commence at a found iron pipe at the southeast corner of said Pineridge Gardens ; thence South 89 Degrees 56 Minutes 29 Seconds West along the south line of said Pineridge Gardens, a distance of 233.91 feet to a set iron rod; Thence North 00 Degrees 03 Minutes 30 Seconds West, 8.00 feet to a set iron rod for the Point of Beginning; thence South 89 Degrees 56 Minutes 30 Seconds West 165.00 to a set iron rod; thence North 34 Degrees 56 Minutes 00 Seconds East, a distance of 24.41 feet to a set iron rod; thence North 89 Degrees 56 Minutes 30 Seconds East, a distance of 151.00 feet to a set iron rod; thence South 00 Degrees 03 Minutes 30 Seconds East, a distance of 20.00 feet to the said Point of Beginning. Said parcel contains 3,160.0 Square feet or 0.0725 of an acre, more or less.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Cory Long, Planner III
Planning & Zoning

Date: 4/29/2019

Subject: Acceptance for Perpetual Maintenance - Florence Gardens Phase IV The Westwood District Subdivision public improvements, excluding the roadway, release of existing warranty bond, and transfer of streetlight account to the City of Gulfport. A Performance bond extension is required, in the amount of \$36,000 - Case 1801PC016 - Ward 6.

Recommendation:



**DEPARTMENT OF
ENGINEERING**

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

April 29, 2019

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

Re: Florence Gardens, Phase IV; Perpetual Maintenance of All Infrastructure Excluding Roadway

Dear Mr. Long:

On April 16, 2019, Engineering and Public Works conducted a warranty inspection of the referenced subdivision, and deficiencies were noted. A follow-up inspection took place on April 29, 2019, and all punch list items were completed.

The existing \$36,000 performance bond is to be converted into a cash bond of the same amount to cover the required additional 1.5" of asphalt surface that will be installed with the asphalt surface course for Phase 5 (end of May beginning of June 2019). Once installed, a new warranty bond (roadway only) in the amount of \$3,500.00 will be required for a period of one (1) year.

We recommend acceptance of all infrastructure excluding the roadway, for perpetual maintenance by the City and the \$11,900 warranty bond returned to the owner. Also, the utility bill for the streetlights should be transferred to the City.

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

Respectfully,

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

Cc: Kris Riemann, P.E., Director of Engineering
Wayne Miller, P.E., Director of Public Works
Greg Pietrangelo, Director of Urban Development
Tyler Gentry, Staff Engineer
Ryan Merrill, Assistant Director of Public Works

Attachments: 1. Engineering Inspection Report
2. Map



Department of Engineering

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

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	Florence Gardens, Phase IV
TYPE OF INSPECTION:	Warranty Inspection
DATE:	April 16, 2019
PERSONS PRESENT:	Jeremy Harrison, Department of Engineering Nick Gant, BMA Ryan Goldin, Florence Gardens/Bayou Realty

CHECKLIST ITEMS

STREETS & DRAINAGE:

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

WATER & SEWER:

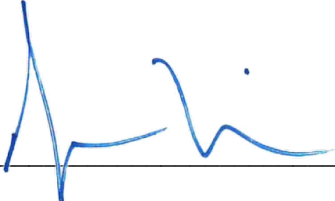
1. Are all water meters installed & with no broken/missing parts? ☒.Yes ☐.No ☐.N/A
2. Are all water lines and appurtenances installed in accordance with city standards? ☒.Yes ☐.No ☐.N/A
3. Are sewer cleanouts installed & with no broken/missing parts? ☒.Yes ☐.No ☐.N/A
4. Are all manholes installed in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

TRAFFIC & SAFETY:

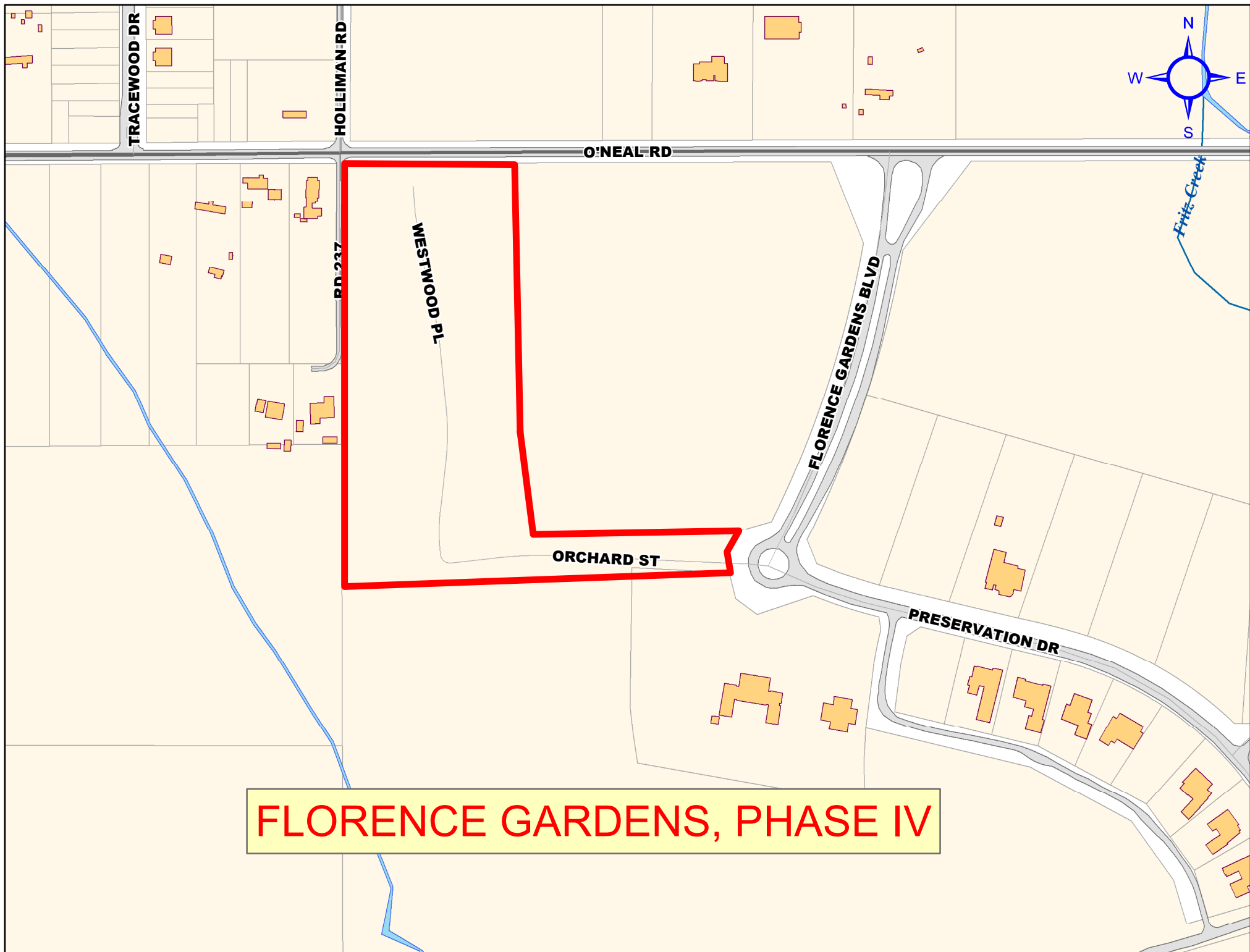
1. Are street name signs correct & in place? ☒.Yes ☐.No ☐.N/A
2. Are traffic control signs correct & in place? ☒.Yes ☐.No ☐.N/A

PUNCHLIST ITEMS

1. Performance bond for final lift of asphalt to be extended.

Signed:  Title: Assistant City Engineer

Date: 4/29/2019





Hancock Bank - Mississippi

c/o Global Trade Services
201 Camp Street, 2nd Floor
New Orleans, LA 70130
Tel: (504) 586-7301
Fax:
SWIFT: WHITUS44

Irrevocable Standby Letter of Credit No.: SB75847M

Issue Date: April 26, 2018

Beneficiary:
City of Gulfport
1410 24th Avenue
Gulfport, MS 39501
United States

Applicant:
Florence Gardens, LLC
12321 Preservation Drive
Gulfport, MS 39503

Currency/Amount: USD 11,900.00
Not Exceeding

Expiry Date: May 9, 2019
Expiry Place: New Orleans, LA 70130

Dear Sir or Madam:

We hereby establish our Irrevocable Standby Letter of Credit No. SB75847M which is being issued in lieu of a surety bond in your favor for the account of Florence Gardens, LLC in an amount not exceeding Eleven Thousand Nine Hundred and No/100 U.S. Dollars (\$11,900.00 USD) available by your draft(s) on us at sight on the following conditions:

This Letter of Credit and all amendments thereof must be delivered to the Bank upon each draw for endorsement and returned to the beneficiary hereof. However, this Letter of Credit will not be returned to the beneficiary upon the final draw hereunder, but will be retained by the bank.

Drafts drawn under this Letter of Credit must be properly endorsed and marked, "Drawn under Hancock Bank, Gulfport, Mississippi, Letter of Credit No. SB75847M, dated April 26, 2018."

All drafts must be negotiated on or before the close of business on May 9, 2019, on which date this Letter of Credit expires.

Each and every draft presented must be accompanied by:

(a) A copy of a resolution of the City Council of Gulfport, MS, duly certified by the City Clerk, with the City Seal affixed, which resolution will find that the infrastructure improvements for Florence Garden Subdivision, Phase IV,



Hancock Bank - Mississippi

Gulfport, MS has not been accepted by the City of Gulfport; and the warranty requirement of the City of Gulfport has been breached by Florence Gardens, LLC.

(b) Copies of all warrants, vouchers, checks or other items indicating a payment by the City of Gulfport for damages, costs and expenses for Florence Gardens Subdivision, Phase IV, Gulfport, MS.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter of Credit shall be duly honored upon presentation and delivery to our counters, Hancock Bank, c/o International Banking Division, 201 Camp Street, New Orleans, LA 70130; Attention: Letters of Credit, in accordance with the terms hereof.

Except as otherwise expressly stated herein, this credit is subject to the Uniform Customs and Practice for Documentary Credits, 2007 Revision, ("UCP") International Chamber of Commerce Publication No. 600, which is incorporated into the text of this Letter of Credit by this reference. To the extent not inconsistent with the UCP, the provisions of Mississippi's Uniform Commercial Code- Revised Article 5, Letters of Credit, shall apply to this credit.

This Standby Letter of Credit is issued by Whitney Bank, a Mississippi state chartered bank. Whitney Bank does business through its locations in Louisiana and Texas as Whitney Bank, and as Hancock Bank through its locations in Mississippi, Alabama and Florida.

Nelda J. Smith

Whitney Bank
International Banking Dept.
Letter of Credit
201 Camp Street
New Orleans, LA 70130



Hancock Bank - Mississippi

c/o Global Trade Services
201 Camp Street, 2nd. Floor
New Orleans, LA 70130
Tel: (504) 586-7301
Fax:
SWIFT: WHITUS44

Irrevocable Standby Letter of Credit No.: SB75846M

Issue Date: April 26, 2018

Beneficiary:
City of Gulfport
1410 24th Avenue
Gulfport, MS 39501
United States

Applicant:
Florence Gardens, LLC
12321 Preservation Drive
Gulfport, MS 39503

Currency/Amount: USD 36,000.00
Not Exceeding

Expiry Date: May 9, 2019
Expiry Place: New Orleans, LA 70130

Dear Sir or Madam:

We hereby establish our Irrevocable Standby Letter of Credit No. SB75846M which is being issued in lieu of a surety bond in your favor for the account of Florence Gardens, LLC in an amount not exceeding Thirty Six Thousand and No/100 U.S. Dollars (\$36,000.00 USD) available by your draft(s) on us at sight on the following conditions:

This Letter of Credit and all amendments thereof must be delivered to the Bank upon each draw for endorsement and returned to the beneficiary hereof. However, this Letter of Credit will not be returned to the beneficiary upon the final draw hereunder, but will be retained by the bank.

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Whitney Bank
International Banking Dept.
Letter of credit
201 Camp Street
New Orleans, LA 70130



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Administration

Date: 5/2/2019

Subject: Ordinance - amending Section 4-218(d) of the Code of Ordinances of the City of Gulfport, Mississippi.

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 AMENDING SECTION 4-218(d) OF THE CODE OF ORDINANCES OF THE CITY OF GULFPORT, MISSISSIPPI

WHEREAS, the Gulfport City Council has enacted various ordinances over time regulating the storage, transport and disposal/dumping of tires in the City of Gulfport; and

WHEREAS, the unlawful dumping of tires continues to occur at an alarming rate and such dumping causes damage to private and public property across the City and creates an eyesore that is difficult to remediate and it is believed by the governing authority that a higher penalty will assist in deterring the unlawful dumping of tires within the city limits of the City of Gulfport; and

WHEREAS, Section 4-218(d), which is contained within Chapter 4, Article IX, establishes the penalty for the unlawful dumping of tires in the City of Gulfport and is in need of amendment for the purpose of increasing the maximum penalty associated with unlawful tire dumping from \$250.00 per tire to \$500.00 per tire.

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 Chapter 4, Article IX, Section 4-218(d), of the Code of Ordinances of the City of Gulfport, Mississippi, which currently reads:

The improper dumping of a tire by a person, business, entity, or other shall constitute a separate offense per tire and be punishable by a fine of not less than fifty dollars (\$50.00) nor more than two hundred fifty dollars (\$250.00) per tire found improperly dumped that is related back to a specific business, entity, or person. Each day of continued violation of this subsection constitutes a separate offense.

should be amended to read:

The improper dumping of a tire by a person, business, entity, or other shall constitute a separate offense per tire and be punishable by a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00) per tire found improperly dumped that is related back to a specific business, entity, or person. Each day of continued violation of this subsection constitutes a separate offense.

SECTION 4. All provisions of Chapter 4, Title IX, 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 _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: April 29, 2019

Re: Zoning Map Amendment 1903PC026, by agent Albert Y. Liu, tax parcel 0707A-02-006.000,
Request to rezone from R-1-15 (Single-family) to B-4 (Highway business), 5th St, Ward 7

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Hewes to approve rezoning to B-1 (Neighborhood business)

Second: Mr. Spann

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

Action: Motion was carried unanimously

Speaking for the Petition:

1. Albert Liu
2. Annie Hsu

Speaking against the Petition:

1. Jerry Lee
2. William F. Collins

On March 28, 2019, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for May 7, 2019.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 1903PC026

Hearing Date: March 28, 2019

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

Legal: Zoning Map Amendment 1903PC026, by agent Albert Y. Liu, tax parcel 0707A-02-006.000, Request to rezone from R-1-15 (Single-family) to B-4 (Highway business), 5th St, Ward 7

TECHNICAL DETAILS

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

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

According to the Mississippi case law:

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

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

Technical Report

Zoning Map Amendment

The applicants are requesting to rezone a single-family residential property that is approximately 4.8 acres from R-1-10 (Single-family) to B-4 (Highway business). The applicants state, "there is not site plan nor development schedule for the property in question as of yet." It is also mentioned by the applicant that the reason for the request is to make the newly acquired property congruous with the other three adjacent properties to the east.

According to the City's 2002 Comprehensive Plan, there is heavy commercial activity along Hwy 49. There is an approved future land use of a commercial nature in this area; however, this particular property was not classified for commercial use.

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

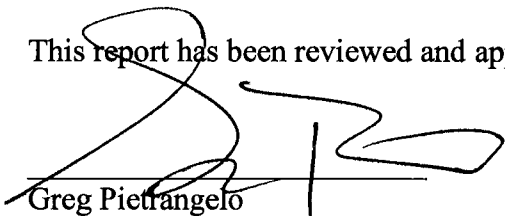
- (a) Error is not indicated by the applicants as a justification for a zoning change.
- (b) Change in conditions is a justification for the request indicated by the applicant. They state, "that due to a change in conditions within the jurisdiction of the subject property address, makes an amendment to the ordinance necessary and desirable." The applicant did not elaborate on this justification any further.
- (c) Increased need for sites is addressed as a justification by the applicant. They indicate that, "this request will maximize the potential of the parcels as a group since the area is undergoing positive changes and anticipates future growth." While in the office, it was communicated they have "countless inquires" about more commercial space in the area. No other quantifiable documents were provided to elaborate on this statement except for the deeds to all four properties.
- (d) Annexation is not applicable to this site nor are any statements provided by the applicant.
- (e) Ordinance changes are not indicated by the applicants as a justification for a zoning change.

Any approval should consider these conditions:

1. Any commercial use of the property will require a 15-foot landscaped buffer (or 10-foot buffer with 8-foot tall fence) where the property abuts a residential use.
2. Commercial activities require commercial parking, including ADA – accessible space(s).

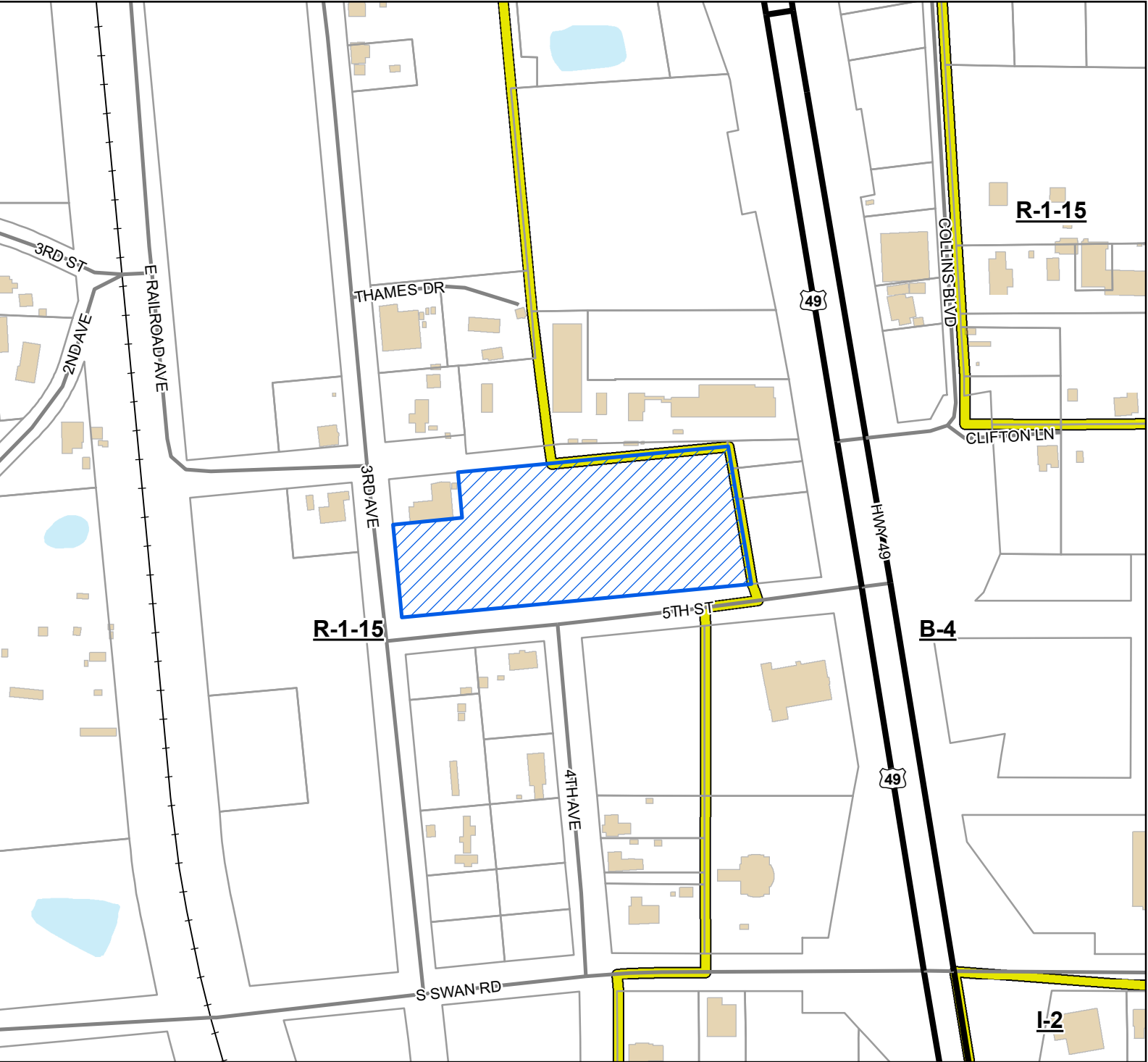
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo

Director of Urban Development Department

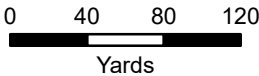


Legend

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

Site Information

0707A-02-006.000
Zoning: R-1-15 (Single-family)
Size: 4.8 acres
Flood: X



1 inch = 300 feet



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



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

For Staff Use Only

Case File #: 1903PC026Date Received: 2-1-19Receipt #: 9402612Received By: VMDZoning: R-1-15Ward: 7 Flood: X

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

Property Information

TAX PARCEL #

0	7	0	7	a	-	0	2	-	0	0	6	•	0	0	0
					-			-				•			
					-			-				•			

(If necessary, use separate sheet of paper)

Address of Property Involved: 0 5th St Gulfport MS 39503

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

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Rezone from R-1-15 to B4

OWNERSHIP AND CERTIFICATION:

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

Lo Hsen Kuo

OWNER

Printed Name Of Owner

136-19 37th Ave

Mailing Address

Flushing N.Y. 11354

City

State

Zip code

(718) 593-9812 (917) 660-9669

Home Phone

Work/Cell Phone

Lo Hsen Kuo

Email

Signature Of Owner

Albert Liu

AGENT

Printed Name Of Agent

15224 Pendera Lane

Mailing Address

Gulfport MS 39503

City

State

Zip code

(228) 380-0462 (228) 832-0852

Home Phone

Work/Cell Phone

albertliu38@yahoo.com

Email

Signature Of Agent

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



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

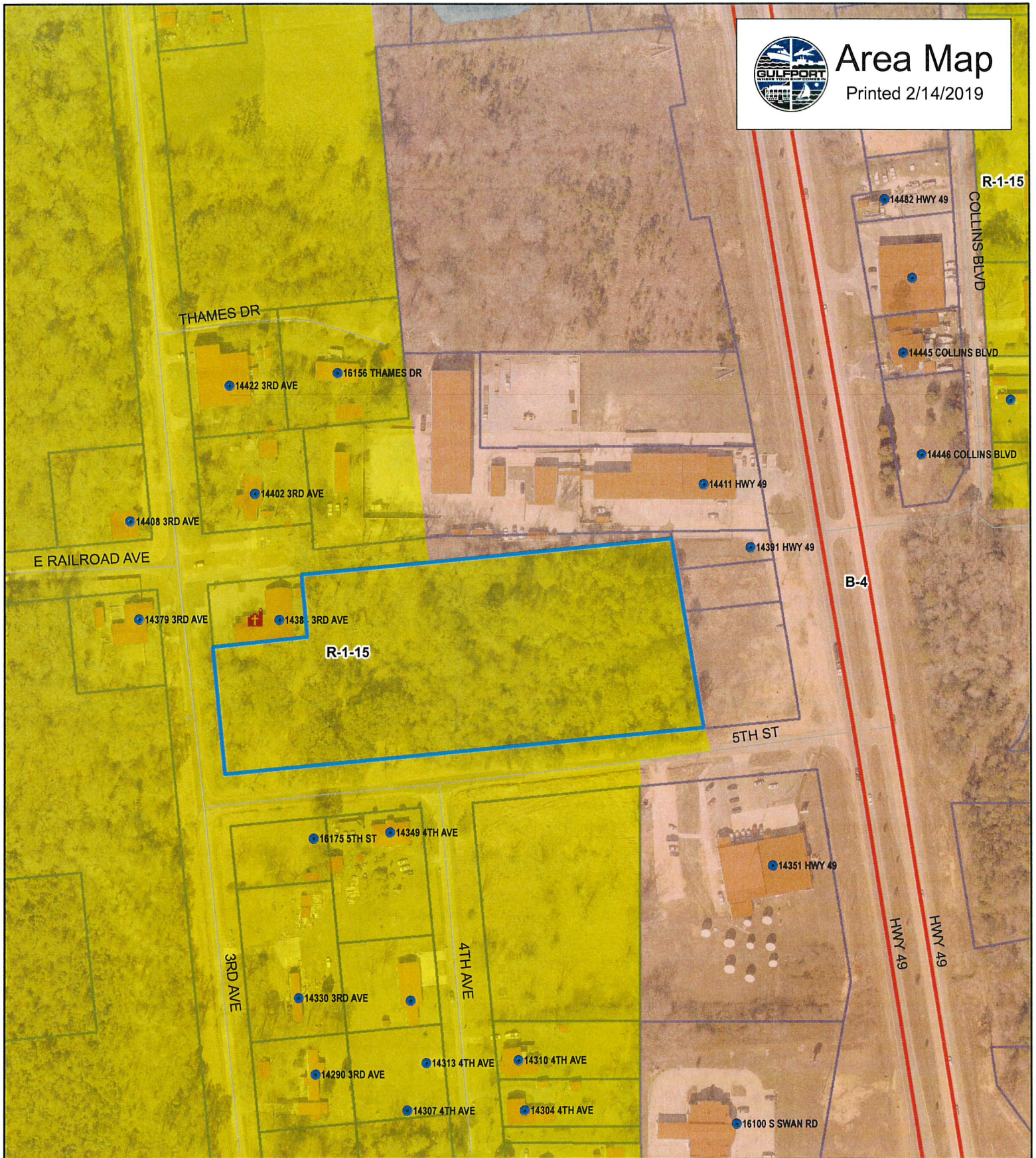
The legal interest in this application is Lo Hsen Kuo whose address is located at 136-19 37th Avenue Flushing, NY 11354. The condition which warrants this zoning amendment request is due to a change in conditions within the jurisdiction of the subject property address, making an amendment to the ordinance necessary and desirable. There is no site plan nor development schedule for the property in question as of yet.

Lo Hsen Kuo owns the recently purchased parcel 0707A-02-006.000, address 0 5th St, Gulfport MS 39503, as well as the three lots preceding it by HWY 49, parcels #0707A-02-005.000, #0707A-02-004.000 and #0707A-02-004.001. Seeing as these three parcels are already zoned B4, the owner and her representing agent, Albert Y. Liu request a zoning amendment to the latter and newly purchased subject property #0707A-02-006.000 of 4.50 acres, currently zoned R-1-15, to be congruous with the other three parcels and rezoned to B4. This request will maximize the potential of the parcels as a group since the area is undergoing positive changes and anticipates future growth. The deeds to all four properties are attached. There was no error in the previous ordinance, and the intent of this request is not to correct an error.



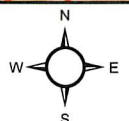
Area Map

Printed 2/14/2019



• Addresspoints

Parcels



1 inch = 200 feet

DATA DISCLAIMER:

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

PPIN	Parcel ID	Name	Address	City	State	ZIP
		LO HSEN KUO (OWNER)	136 -19 37TH AVE	FLUSHING	NY	11354
		ALBERT Y. LIU (AGENT)	15224 PENDORA LANE	GULFPORT	MS	39503
		Adjacent Property Owners				
	PPIN	NAME	ADDRESS_1	CITY	STATE/ZIP	
49476	49476	CHRISTIAN WORSHIP CTR OF GPT INC	14384 3RD ST	GULFPORT	MS	39503
49477	49477	PRESTON CHRISTINE	14379 3RD AVE	GULFPORT	MS	39503
49486	49486	PAGE PAUL B & JEANETTE C	14349 4TH AVE	GULFPORT	MS	39503
49489	49489	BOND RICKY LEE SR & RICKY LEE JR	14937 RECON LANE	SAUCIER	MS	39574
49492	49492	MORRIS NETWORK OF MISSISSIPPI INC	27 ABERCORN ST	SAVANNAH	GA	31401
89454	89454	LADNER WILLIE CATHERINE HATTEN ETAL	C/O GLYNDA ELELIA HATTEN MOSBY	RIDGLAND	MS	39157
89464	89464	PYLANT JULIAN EMORY JR & JOHANNA C	2709 PEMBERTON DR	HOUSTON	TX	77005
109458	109458	TOLBY MARGARET I	14402 3RD AVE	GULFPORT	MS	39503
110475	110475	EAGLE REBAR & CABLE COMPANY INC	14411 HWY 49	GULFPORT	MS	39503
136644	136644	SERVICE PLUS CONTRUCTION SUPPLY INC	1441 HWY 49	GULFPORT	MS	39503



URBAN DEVELOPMENT
PLANNING DIVISION

March 8, 2019

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

Lo Hsen Kuo
136-19 37th Ave
Flushing, NY 11354

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

RE: Zoning Map Amendment 1903PC026, by agent Albert Y. Liu, tax parcel 0707A-02-006.000, Request to rezone from R-1-15 (Single-family) to B-4 (Highway business), 5th St, Ward 7

To Whom It May Concern:

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

The City of Gulfport Planning Commission will hold a public hearing to consider the above request at 4:30 P.M. on **Thursday, March 28, 2019**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

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

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

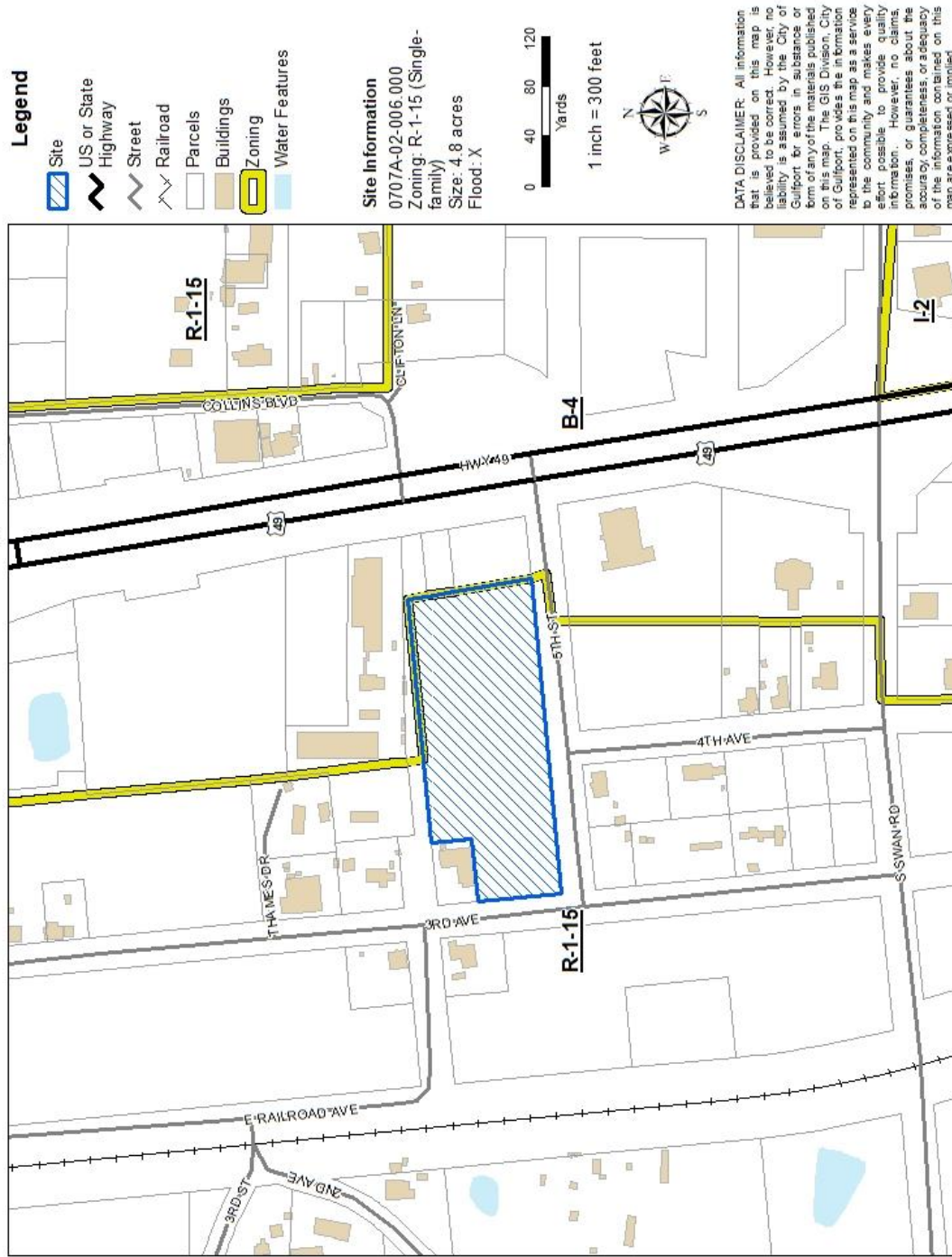
Any interested party that may feel aggrieved by the Planning Commission's recommendation may file a written notice of objection within fifteen (15) calendar days after the date of the Planning Commission hearing. The notice of objection and reasons for objecting to the decision should be stated in writing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

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

Sincerely,
City of Gulfport Planning Division

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

1903PC026 Zoning Map Amendment



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

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

ORDINANCE NO. _____

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

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that ad valorem tax parcel number 0707A-02-006.000, which is generally described as being located north of and adjacent to 5th Street, south of E Railroad Avenue, east of and adjacent to 3rd Avenue, and west of Highway 49, should be rezoned from its present classification of R-1-15 (Single-Family Residence) District to B-1 (General Business) District. The Case File Number is 1903PC026.

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

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

Ad valorem tax parcel number 0707A-02-006.000 is legally described as:

The East Half (E 1/2) of Block 11, the West Half (W 1/2) of Block 11; all of Fourth Avenue running North and South between Block 11 and Block 12 that was vacated on February 8, 1980, in Cause No 75,775 by the Chancery Court of the First Judicial District of Harrison County, Mississippi; and Lots One (1) through Ten (10), both inclusive, of Block 12, and the South 200 feet of that certain alley running North and South through Block 12, being the portion thereof between the western boundary of said Lot Three (3) through Six (6), inclusive, and the eastern boundary of said Lots Seven (7) through Ten (10), both inclusive which said alley was vacated on August 13, 1985, in Cause No. 86,435 in the Chancery Court of the First Judicial District of Harrison County, Mississippi; and the South 40 feet of 4th Street North of that part of Blocks 11 and 12 vacated by the City of Gulfport's Right-of-Way Vacation (Street) in Case File Number 0711PC247, all of which is a part of the Original Survey of the Town of Lyman, Mississippi, as per map or plat thereof in Plat Book 2, Page 16 of the Plat Records in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi.

LESS AND EXCEPT that property as described on that certain Warranty Deed recorded in Deed Book 358, Pages 290-291; and LESS AND EXCEPT property recorded in Instrument No. 2006-0013521-D-J1 and Instrument No. 2007-0002469 D-J1; of the land records in the office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi; and

LESS AND EXCEPT that part of Block 11 being maintained as road right-of:way for 5th Street, as fully described as follows:

A parcel of land located in the East 1/2 and the West 1/2 of Block 11, ORIGINAL LYMAN, as per plant recorded in Copy Plat Book 1, Page 38, First Judicial District, Harrison County, Mississippi; being more particularly described as follows:

COMMENCE at an iron rod found at the Southwest corner of Lot Seven (7), Block Twelve (12); thence North 85 degrees 03 minutes 45 seconds East along the north right-of-way of 5th Street a distance of 360.07 feet to an iron rod set at the angle point of said north right-of-way; thence North 89 degrees 40 minutes 22 seconds East along said North right-way a distance of 218.26 feet to an iron rod set at the intersection of said north right-of-way with the apparent maintenance line of north margin of 5th street as constructed and the POINT OF BEGINNING; thence North 83 degrees 32 minutes 06 seconds East along said maintenance line a distance of 179.59* feet to an iron rod set on the west line of the recorded in Instrument 2007-0002469-D-J1, in the Office of the Chancery Clerk, First Judicial District, Harrison County, Mississippi; thence South 09 degrees 19 minutes 12 seconds East 19.44 feet to a magnetic nail set in the asphalt of 5th Street; thence South 89 degrees 40 minutes 22 seconds West along the south line of Block 11, a distance of 181.60 feet to the POINT OF BEGINNING. Contains 1744 square feet more or less.

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

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

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

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

YEAS: ABSTENTIONS: ABSENCES: NAYS:

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

(SEAL:)

ATTEST:

ADOPT:

CLERK OF THE COUNCIL

PRESIDENT

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

BILLY HEWES, Mayor



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
Administration

Date: 5/1/2019

Subject: Resolution - approving petition by DCS-Fayards Cold Storage for a Freeport Warehouse License and a Municipal Ad Valorem Tax Exemption, not to include School District taxes on personal property shipped out of state during each calendar year pursuant to Miss. Code (1972) Ann., as amended, sec. 27-31-51, et seq., and for related purposes.

Recommendation:

There next came on for discussion the application of DCS-FAYARDS COLD STORAGE for a Free Port Warehouse license attached as Exhibit "A", and after a general discussion of the subject Commissioner SNEED offered the following Resolution for adoption:

RESOLUTION

A RESOLUTION OF THE HARRISON COUNTY DEVELOPMENT COMMISSION CONFIRMING THAT THE FREE PORT WAREHOUSE LICENSE APPLICATION OF DCS-FAYARDS COLD STORAGE COMPLIES WITH STATE STATUTE AND REQUESTING THE BOARD OF SUPERVISORS OF HARRISON COUNTY, MISSISSIPPI, FAVORABLY CONSIDER THE APPLICATION OF DCS-FAYARDS COLD STORAGE FOR A FREE PORT WAREHOUSE LICENSE.

WHEREAS, at its regular meeting of April 16, 2019, this Commission considered the request for Free Port Warehouse license filed by DCS-FAYARDS COLD STORAGE with the Harrison County Board of Supervisors pursuant to Section 27-31-51, *et seq.*, Mississippi Code of 1972, as amended; and

WHEREAS this Commission does find that the Free Port Warehouse license application of DCS-FAYARDS COLD STORAGE complies with state statute and that it would be appropriate and in order that the application be favorably considered by the Harrison County Board of Supervisors, Mississippi and that the Free Port Warehouse license be granted for the maximum period of time as permitted by statute.

NOW, THEREFORE, BE IT RESOLVED, that the Harrison County Development Commission does hereby confirm that the Free Port Warehouse license application of DCS-FAYARDS COLD STORAGE complies with Section 27-31-51, *et seq.*, Mississippi Code of 1972, as amended and requests the Harrison County Board of Supervisors, Mississippi favorably consider the application of DCS-FAYARDS COLD STORAGE for a Free Port Warehouse license shown as Exhibit "A" heretofore filed with the Harrison County Board of Supervisors.

COMMISSIONER SCHLOEGEL seconded the motion, and on a roll call vote, the result was as follows:

Commissioner Frank Bordeaux	Voted: YEA
Commissioner Jennifer Burke	Voted: YEA
Commissioner Frank Castiglia, Jr.	Voted: YEA
Commissioner Warren Conway	Voted: YEA
Commissioner Rip Daniels	Voted: YEA
Commissioner Brian Gollott	Voted: NAY
Commissioner Cliff Kirkland	Voted: YEA
Commissioner Sam LaRosa	Voted: YEA
Commissioner Jimmy Levens	Voted: YEA
Commissioner Sharon Bentz- Mustered	Voted: YEA
Commissioner Mark Schloegel	Voted: YEA
Commissioner John "Shorty" Sneed	Voted: YEA

A majority of the Members present and having voted in the affirmative, the President declared the motion carried and the resolution adopted on the 16th day of April, 2019.



Jimmy Levens, President

C E R T I F I C A T E

I, Mark Schloegel, Secretary of the Harrison County Development Commission, hereby certify that the foregoing Resolution dated 16th day of April, 2019, is a true and correct copy of such Resolution adopted on such date.

WITNESS MY SIGNATURE, this the 16 day of April, 2019.



Mark Schloegel, Secretary



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Linda Elias, Comptroller
Administration

Date: 3/26/2019

Subject: Resolution - appointing Jeremy Perry as an additional Deputy City Clerk for the City of Gulfport, and for related purposes.

Recommendation:

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the 7th day of May, 2019, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL APPOINTING AN
ADDITIONAL DEPUTY CITY CLERK**

WHEREAS, Section 21-15-23 of the Mississippi Code of 1972, as amended, provides that one or more Deputy City Clerks may be appointed by the Governing Authority of the City of Gulfport, Mississippi; and

WHEREAS, Jeremy Perry is recognized by the Mayor and City Council a qualified and proper person to administer the duties of Deputy City Clerk.

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

SECTION 1. That the appointment of Jeremy Perry as an additional Deputy City Clerk be and the same is hereby confirmed and that said officer is hereby vested with authority to and shall have responsibility for performing all the powers and duties vested in the City Clerk under the laws of the State of Mississippi, including, but not limited to, the duties prescribed by Section 21-15-23 of the Mississippi Code of 1972, as Amended.

SECTION 2. That the additional responsibilities of Jeremy Perry as a Deputy City Clerk shall not result in a salary increase, but shall take effect immediately upon passage of this Resolution.

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

YEAS:

NAYS:

ABSENT:

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

(SEAL)

ATTEST:

ADOPTED:

Brittany Rodgers, Clerk of Council

F.B. "Rusty" Walker, IV, President

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

APPROVED:

Billy Hewes, Mayor



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 Billy Hewes and Gulfport City Council

From: Linda Elias, Comptroller

Date: March 26, 2019

RE: Resolution – ratifying the appointment of Jeremy Perry as Deputy City Clerk

Please find this letter as my request to appoint Jeremy Perry as a Deputy City Clerk. This is necessary as Mr. Perry will be overseeing the records requests for the City as well as participating in our elections. I am confident that his appointment will better service the citizens of Gulfport.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 4/29/2019

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", to authorize 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 easement and right-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 owner and interested parties, as follows:

Tax Parcel Number: 0908D-01-014.000. Ownership: Ashton Apartment Partners LLC, 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 \$17,495.00.

SECTION 3. That fair market value, as established by appraisal and review appraisal shall be offered to the 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 (i.e., 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.

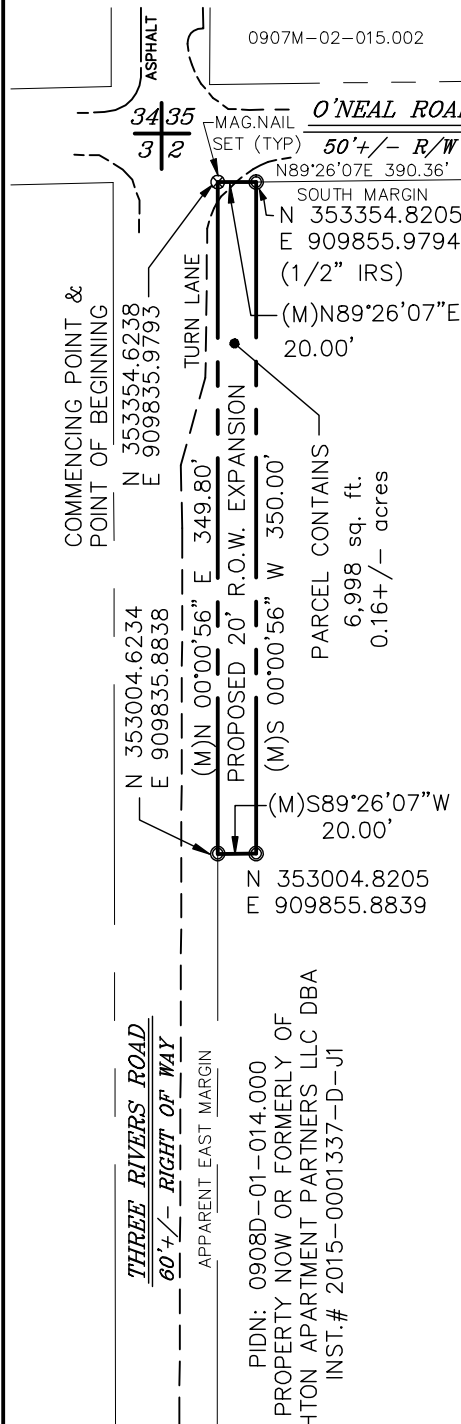
APPROVED:

MAYOR

R.O.W. ACQUISITION SURVEY

CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI
FIRST JUDICIAL DISTRICT
NW 1/4 – NW 1/4, SEC. 2, T7S, R11W
PIDN: 0908D-01-014.000

SCALE: 1"=100'



R.O.W. ACQUISITION DESCRIPTION:PIDN: 0908D-01-014.000

A parcel of land situated and being located in the NW 1/4 of the NW 1/4 of Section 2, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

For the Point of Beginning, commence at the intersection of the East margin of Three Rivers Road with the South margin of O'Neal Road said point having State Plane Coordinates of N.353,354.6238, E.909,835.9793; thence N89°26'07"E 20.00 feet along the South margin of O'Neal Road; thence S00°00'56"W 350.00 feet; thence S89°26'07"W 20.00 feet to the East margin of Three Rivers Road said point having State Plane Coordinates of N.353,004.6234, E.909,835.8838; thence N00°00'56"E 350.00 feet along said East margin of Three Rivers Road to the Point of Beginning. Said parcel of land contains 6998 square feet or 0.16 acres more or less.

Note: All bearings shown on this plat were derived GPS observation and Ms State Plane Coordinates (Grid)

Note: Coordinates shown hereon are State Plane Coordinates datum NAD 83, Mississippi East Zone (2301 MS E) and were derived from static GPS observation and OPUS SOLUTION provided by the National Geodetic Survey (NGS) @ www.ngs.noaa.gov.

GPS Observation Number one @ Three Rivers Road and Duckworth Road

Convergence angle: [degrees] -0.11977492
Point Scale: 0.99995634
Combined Factor: 0.99995793

GPS Observation Number two @ Three Rivers Road and O'neal Road

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



TYPE SURVEY: R.O.W. ACQUISITION	JOB NO.: 0908D-01-014.000.DWG
DATE OF SURVEY: 06/22/2018	REVISED:
CHECKED BY: TLG	SCALE: 1" = 100'
CREW CHIEF: TLG	SHEET NO: 1 OF 1

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



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 4/25/2019

Subject: Resolution - voiding the Memorandum of Lease Agreement between the City of Gulfport and the Harrison County School 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 TO
VOID THE MEMORANDUM OF LEASE AGREEMENT BETWEEN THE CITY OF
GULFPORT, MISSISSIPPI, AND THE HARRISON COUNTY SCHOOL BOARD, AND
FOR RELATED PURPOSES**

WHEREAS, on July 7, 2015, the City of Gulfport approved a MEMORANDUM OF LEASE AGREEMENT BETWEEN THE CITY OF GULFPORT, MISSISSIPPI, AND THE HARRISON COUNTY SCHOOL BOARD (the “Agreement”) concerning the operation and maintenance of certain ball fields located in the “North Gulfport” area of the City of Gulfport, Mississippi; and

WHEREAS, the Board of Supervisors of Harrison County, Mississippi, has expressed an interest in assuming the operation and maintenance of the said ball fields from the City of Gulfport and the City has interposed no objection to the Board of Supervisors doing so; and

WHEREAS, as set forth more fully in the Agreement, the City of Gulfport may terminate its agreement with the Harrison County School Board on ninety (90) days written notice or it may void the Agreement at any time as a new governing authority has taken office subsequent to the date of the Agreement; and

WHEREAS, to ensure flexibility in the timing of the cessation of Gulfport’s obligations under the Agreement and to ensure that there is continuity of service at the Ballfields, it is in the best interest of the City of Gulfport to authorize the Administration to provide notice that the City has voided the Agreement and that the effective date of the notice shall be the date that the

Harrison County Board of Supervisors assumes responsibility for the operation and maintenance of the ball fields which are the subject of the Agreement.

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

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

SECTION 2. That the Agreement be and it is hereby voided, effective the date that the Harrison County Board of Supervisors assumes responsibility for the operation and maintenance of the ball fields which are the subject of the Agreement and that the Administration be and it is hereby authorized to provide notice to the Harrison County School Board in accord herewith.

SECTION 3. That this Resolution shall be spread upon the minutes of the Gulfport City Council and shall be effective 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



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 4/4/2019

Subject: Resolution - approving Memorandum of Understanding with the Mississippi Department of Transportation for the Pedestrian Sidewalk Study along U.S. Highway 49 South of Creosote Road, 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 MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI
DEPARTMENT OF TRANSPORTATION FOR THE PEDESTRIAN SIDEWALK
STUDY ALONG U.S. HIGHWAY 49 SOUTH OF CREOSTOE ROAD, TO AUTHORIZE
THE EXECUTION OF THE SAME BY THE MAYOR, AND FOR RELATED
PURPOSES**

WHEREAS, the City of Gulfport desires to undertake a study to evaluate the pedestrian access and traffic congestion along U.S. Highway 49 and make recommendations for short and long term projects that would help create better and safer pedestrian usage, to include a topographic survey, identify utility issues, develop a conceptual design, calculate cost estimates, and deliver a written final report for use in the future installation of sidewalks on both sides of Highway 49 from Creosote Road to Turkey Creek; and

WHEREAS, in order to provide for the receipt of federal funds for the study, the Mississippi Department of Transportation has required that the City approve and execute a Memorandum of Understanding; and

WHEREAS, a proposed Memorandum of Understanding with the Mississippi Department of Transportation for the Pedestrian Sidewalk Study Along U.S. Highway 49 South of Creosote Road is attached hereto for review as Exhibit “A” hereto and is recommended for approval as being in the best interest of the City of Gulfport.

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

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

SECTION 2. That the Memorandum of Understanding with the Mississippi Department of Transportation for the Pedestrian Sidewalk Study Along U.S. Highway 49 South of Creosote Road be and it is hereby approved in the form as is found in Exhibit "A" to this resolution, and the Mayor be, and he is hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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

To: Margaret Murdock, Legal

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Gulfport City Council Members

Wayne Miller, Public Works

Linda Elias, Finance

From: Kris Riemann, P.E.

RKR

Date: 4/4/19

Re: Recommendation to Approve Memorandum of Understanding with the Mississippi

Department of Transportation for the Pedestrian Sidewalk Study Along U.S. Highway 49 South of Creosote Road

-STP-0008-01(146) LPA 107975/711000

Attached for your consideration is the referenced Memorandum of Understanding (MOU). This MOU is required by the Mississippi Department of Transportation (MDOT) in order to receive federal funding.

The objective of the study is to evaluate the pedestrian access and the traffic congestion along U.S. Highway 49 and make recommendations for short and long term projects that would help create better and safer pedestrian usage. This study will provide a topographic survey, identify utility issues, develop a conceptual design, calculate cost estimates, and deliver a written final report. This proposed project will ultimately be to install sidewalks on both sides of Highway 49 from Creosote Road to Turkey Creek. In addition, we will study changes to striping and installing pedestrian signals at the current traffic signal locations.

No additional funding is needed at this time. The cost of the study will be \$150,000.00. The Federal Highway Administration/MDOT funds used for studies through Gulf Regional Planning Commission will pay for 80% or \$120,000.00. The remaining 20% or \$30,000.00 would be paid by the City and is in an existing account.

I recommend approval contingent on the approval of the MS Department of Transportation. Please place this item on the May 7, 2019 Council Agenda. Thank you for your consideration in this matter.

Attachments: 1. Application

Memorandum of Understanding

STP-0008-01(146)LPA 107975/711000
City of Gulfport – US 49 Pedestrian Safety Study

This Memorandum of Understanding ("MOU" or "Agreement") is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and the City of Gulfport (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize Surface Transportation Program funds and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to develop a Pedestrian Safety Study for the city (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately \$120,000.00 in federal funds (80% match) and \$30,000.00 in local funds (20% match) for the PROJECT. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from the Federal Highway Administration ("FHWA") are utilized, then the LPA will be bound by, and will comply with, any and all federal requirements and MDOT operating procedures; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of federal funds allocated to the PROJECT by the COMMISSION; and

WHEREAS, MDOT requires the LPA to provide the local share previously stated; and

WHEREAS, the COMMISSION hereby consents to allow the LPA to manage the PROJECT under the terms and provisions of this Agreement; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this Agreement supersedes all other agreements and/or documents unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve

as the person in responsible charge of the PROJECT and will coordinate all PROJECT activities with the MDOT Planning Representative.

2. Follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies necessary for the PROJECT. This shall include, but not necessarily be limited to, the use of the latest version of the LPA Consultant Operating Procedures for Professional Services. In addition, it shall be understood that the MDOT District LPA Coordinator referenced in the PDM shall be MDOT's Planning Representative.
3. Agree that if any act of omission or commission on the part of the LPA causes loss of federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.
4. Promptly pay any consultants monies due them within 45 days of submittal of an invoice from the consultant. MDOT reserves the right to withhold federal reimbursement until adequate proof of payment has been produced should the above not be followed.
5. If there is any requirement for "matching" funds, or if the anticipated cost of the PROJECT will exceed the available federal-aid funds, the LPA shall be solely responsible for providing said local share or any funds above the federal-aid funds at such time as the funds may be required.
6. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); [8 USC, Section 1324a](#).
7. The LPA will be required to acknowledge MDOT and FHWA for their participation in the PROJECT in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT Planning Division of any ceremonies related to the PROJECT.
8. The LPA will be required to submit to the MDOT Planning Representative monthly progress reports through the monthly invoice submittal, which shall include, but not be limited to, the work which has been completed that month and the planned work

for the upcoming month. The LPA will also provide a project progress schedule which will report project milestones. These project milestones are to be updated once any milestones are missed.

9. The LPA agrees to maintain, and make available to the COMMISSION, a sufficient accounting system with proper internal controls and safeguards. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

B. The COMMISSION will:

1. Allow the LPA to conduct the PROJECT provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.
2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of conducting the PROJECT.
3. Work with the LPA, through the MDOT Planning Representative, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the PROJECT to progress in an orderly fashion.
5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by MDOT staff in this PROJECT, will be charged as a project cost.
6. Submit all documents to FHWA when required or requested by FHWA.

ARTICLE II. GENERAL PROVISIONS

A. Should the LPA fail to complete the PROJECT as contemplated by this agreement, the LPA agrees that it will bear all costs of completion over and above the funds supplied by FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and that is underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.

C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the PROJECT are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. In the event that any act of omission or commission on the part of the LPA causes loss of federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

E. Should the LPA miss the obligation deadline set in this MOU, MDOT reserves the right to obligate funds for the PROJECT as obligation authority becomes available, and may not authorize the obligation of those funds until after the obligation of other projects that are set to meet their individual deadlines.

F. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

1. Failure to proceed with the work when so instructed by MDOT or to adhere to the requirements of the contract.
2. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
3. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
4. Discontinuing the prosecution of the work.
5. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority that affect those engaged or employed on the work or affect the conduct of the work.
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
7. Allowing a final judgment to stand unsatisfied.
8. Making an assignment for the benefit of creditors.
9. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

G. It is understood that obligation authority is uncertain and should MDOT or the MPO exceed its obligation authority for the year, the LPA understands that it may be required to move the PROJECT to another fiscal year for the funds to be obligated.

H. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

I. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this PROJECT, shall in no way obligate the COMMISSION to any other terms or conditions other than those stated herein.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Melinda L. McGrath, P.E.
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Billy Hewes
Mayor
City of Gulfport
P.O. Box 1780
Gulfport, MS 39501
Phone: (228) 868-5700
Fax: (228) 868-5822

For Technical Matters:

COMMISSION:
Spencer Robinson
MDOT Planning Representative
Planning Division (85-01), MDOT
401 N. West St.
Jackson, MS 39201
Phone: (601) 359-7685
Fax: (601) 359-7652

LPA:
Kris Riemann
Director of Engineering
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507
Phone: (228) 868-5740
Fax: (228) 868-5822

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the _____ day of _____, 20____.

City Council

Billy Hewes, Mayor

Attested:

(Appropriate clerk etc)

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda L. McGrath, P.E.
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date:

Subject: Resolution - approving Construction Agreement with Mississippi Power Company for the Downtown Streetscape III Project, 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 AND AUTHORIZE
EXECUTION OF CONSTRUCTION AGREEMENT WITH MISSISSIPPI POWER COMPANY
IN CONNECTION WITH THE STREETScape III PROJECT, AND FOR RELATED
PURPOSES**

WHEREAS, the City of Gulfport has undertaken a Community Development Block Grant funded project to improve certain and various streets in the downtown area; and

WHEREAS, the City has determined that it is in the best interest of the City that overhead lines in the area of the project be buried both for aesthetic reasons and to minimize damage in future harsh weather events, including hurricanes; and

WHEREAS, Mississippi Power Company owns the overhead lines in the project area and has agreed to undertake the work to bury said lines in accord with the proposed Construction Agreement (with the scope of work attached thereto) which is attached hereto as Exhibit “1”; and

WHEREAS, the Mayor and City Council are of the opinion that entry into the Construction Agreement attached hereto as Exhibit “1” 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 proposed Construction Agreement with Mississippi Power Company, as attached hereto as Exhibit “1” be, and it is hereby approved, and the Mayor is hereby authorized to sign and execute said agreement in writing in behalf of the City of Gulfport, Mississippi.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 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: Kris Riemann, Director
Engineering

Date: 4/10/2019

Subject: Resolution - approving Award to Neel-Schaffer, Inc., for Construction Engineering & Inspection Services in connection with the 20th Avenue Improvements Project, approving Contract between the City of Gulfport and Neel-Schaffer, Inc. for said work, 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 AWARD TO NEEL-SCHAFFER, INC., CONSTRUCTION ENGINEERING & INSPECTION SERVICES IN CONNECTION WITH THE 20TH AVENUE IMPROVEMENTS PROJECT, TO APPROVE CONTRACT BETWEEN THE CITY OF GULFPORT AND NEEL-SCHAFFER, INC. FOR SAID WORK, TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to undertake a project to design and construct improvements to 20th Avenue from 15th Street to U.S. Highway 90, Gulfport, Mississippi to include work related to bus access to the planned multimodal passenger transportation center south of the existing Gulfport Transit Center, and installation of ADA-compliant pedestrian facilities between Jones Park on the south side of Highway 90 and 15th Street on the north side of the existing transit center, known as the 20th Avenue Improvements Project; and

WHEREAS, Construction Engineering & Inspection services are required for the aforementioned project to be performed by the Mississippi Department of Transportation; and

WHEREAS, the City Engineer, Kris Riemann, has recommended Neel-Schaffer, Inc. to perform the aforementioned work, contingent on the approval of the Mississippi Department of Transportation, as detailed in the memorandum and Contract Agreement for the said services, which is attached hereto as Exhibit “A” for consideration; and

WHEREAS, the Council finds that it is in the best interest of the City to award the contract for Construction Engineering & Inspection Services in connection with the aforementioned project to Neel-Schaffer, Inc., and to approve a contract/agreement with Neel-Schaffer, Inc., concerning the same (see Exhibit “A” attached hereto).

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

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

Section 2. That the proposal of Neel-Schaffer, Inc., of Biloxi, Mississippi, be and the same is hereby accepted, and that the contract/agreement attached hereto as Exhibit "A" be and the same is hereby approved, contingent upon approval of the Mississippi Department of Transportation, and found to be in the best interest of the City, and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

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

The above and foregoing Resolution, after having been first reduced to writing and 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

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes Dr. John Kelly, CAO
Linda Elias, Finance Wayne Miller, P.E., Public Works

From: Kris Riemann, P.E. *RKR*

Date: 4/9/19

Re: **Recommendation to Approve Construction Engineering and Inspection Services Contract**

- Seaway Road Pedestrian Pathway
- STP-9178-00(003) LPA/107512-701000

Attached for your consideration is the Contract Agreement for Construction Engineering & Inspection (CE&I) Services with Neel-Schaffer, Inc. for the referenced project. The cost of these services shall not exceed \$107,965.21. The scope of the services includes, but is not limited to, consulting engineering services for the construction contract, engineering administration of construction, survey work, maintaining daily activity records with quantities of work completed.

The project shall be designed to install 17,000 L.F. of 10 ft. wide pedestrian path along the south side of Seaway Road.

No Additional Funds are needed at this time. Funding is in place for the project from an existing capital account. This project is currently being advertised for bids for construction with bids due on May 9, 2019. The CE&I project amount is \$107,965.21. This will require a 20% City match or \$21,593.04. Funding for Construction Engineering and Inspection is paid 80% by the Mississippi Department of Transportation/Gulf Regional Planning Commission with 20% being City match.

I recommend approval, contingent on the approval of the Mississippi Department of Transportation. Please place this item on the May 7, 2019 Council Agenda.

Attachments:

1. Contract Agreement for Construction Engineering and Inspection Services
2. MDOT Letter dated 9/5/18

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7001
FAX (601) 359-7110
GoMDOT.com



RECEIVED
4/12
James A. Williams, III
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

September 5, 2018

City of Gulfport
Billy Hewes, Mayor
P.O. Box 1780
Gulfport, MS 39501

RE: Construction Engineering and Inspection Contract Review
STP-9178-00(003)LPA/ 107512-701000
City of Gulfport – Seaway Road Pedestrian Pathway Project
Harrison County

Dear Mayor Billy Hewes,

The Consultant Services Unit has reviewed the Construction Engineering & Inspection (CE&I) Services Contract for the above referenced project.

Attached please find two (2) signed originals of the CE&I Services Contract with **Neel Schaffer, Inc.** (the Consultant) for an upset cost limit of **\$107,965.21** on the above referenced project. We have verified that the correct boiler-plate contract has been used.

The LPA may execute the CE&I contract with the Consultant when appropriate. Please request that the LPA send one (1) copy of the fully executed contract, Notice to Proceed (NTP) and the LPA's "Exhibit 1" to the LPA Division (Attention: Necole Baker), the MDOT District LPA Coordinator, and Consultant Services Unit (Attention: Scot Ehr Gott).

As a brief explanation of the Labor Hour (CE&I) contract process, understand all Rates and Classifications established in the contract MUST match the invoices billed for the project. This will also include names if listed in the Contract. Please be sure to send your Exhibit 3, Fee Proposal Billing Rate Table, and the Fee Proposal Hour Distribution/Labor Cost Sheet to your accounting department. If additional personnel are needed after the Contract has been executed, the Consultant MUST have approval by the LPA and MDOT prior to proceeding.

Construction Engineering and Inspection Contract Review
Project Number: 107512-701000
September 5, 2018

As a reminder, any supplemental agreements must be forwarded to the MDOT for concurrence prior to being executed and any work conducted under this Contract on non-participating items cannot be reimbursed.

Please contact me if you have any questions.

Sincerely,



Scot Ehrgott, P.E.
MDOT Director of Consultant Services

SE/sh
Attachments

Cc: 77-01 LPA Division
16-10 District

{P.Morgan/Baker}
{Seyfarth}

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

Seaway Road Pedestrian Pathway
Project No. STP-9178-00(003)LPA/107512-701000
Harrison County

This CONTRACT, is made and entered into by and between the *City of Gulfport*, a body Politic of the State of Mississippi (the "LPA"), and, Neel-Schaffer, Inc. (the "CONSULTANT"), a Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is 772 *Howard Avenue, Biloxi, MS 39530*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction engineering services for Seaway Road Pedestrian Pathway, along Seaway Road from Three Rivers Road to Highway 605, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDOT and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction Engineering services of the CONSULTANT under this contract shall start no earlier than the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction Engineering services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including

but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

D. Retainage

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All

policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the

United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Harrison County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Harrison County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does

not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT.

- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to

the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT and/or the LPA's intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT and/or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:

Mayor Billy Hewes
City of Gulfport
P.O. Box 1780
Gulfport, MS 39501
Phone: 228-868-5700
Fax: 228-868-5800
mayorsoffice@gulfport-ms.gov

For Technical Matters:

Kris Riemann
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507
Phone: 228-868-5815
Fax: 228-214-4413
kriemann@gulfport-ms.gov

CONSULTANT:

For Contractual Matters:

Steven A. Twedt, P.E.
Neel-Schaffer, Inc.
772 Howard Avenue
Biloxi, MS 39503
Phone: 228-374-1211
Fax: 228-374-1216
Steve.twedt@neel-schaffer.com

For Technical Matters:

Richie Ashley, P.E.
Neel-Schaffer, Inc.
772 Howard Avenue
Biloxi, MS 39503
Phone: 228-374-1211
Fax: 228-374-1216
Richie.ashley@neel-schaffer.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # 11221
Surveyor # _____

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E.# 18973
Surveyor # _____

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20__.

City of Gulfport

Billy Hewes, Mayor

WITNESS this my signature in execution hereof, this the 23 day of August, 2018.

Neel-Schaffer, Inc.

BY: _____

Steve A. Twedt, P.E.

ATTEST: *Nancy Cain*
(for CONSULTANT)

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

CORPORATE RESOLUTION

I, J. Clark Robinson, hereby certify that I am the duly and qualified Corporate Secretary of Neel-Schaffer, Inc., a Mississippi Corporation; that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said corporation at a meeting convened and held in said accordance with the bylaws on the 4th day of December 2017 and that said resolution is now in full force and effect:

RESOLVED, that Neel-Schaffer, Inc. is desirous of entering into engineering services agreements, work assignments, and change orders with the Mississippi Transportation Commission and LPA's within the State of Mississippi.

WHEREAS, such contract documents require the signature of a company officer or official empowered to bind the consultant to the provisions of the agreements, work assignments and change orders.

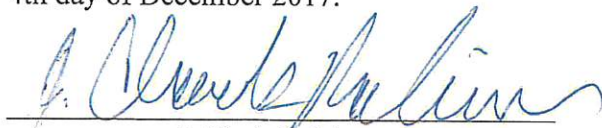
WHEREAS, Neel-Schaffer has several employees who are responsible for the preparation and management engineering services agreements, work assignments and change orders with the Mississippi Transportation Commission and LPA's within the State of Mississippi.

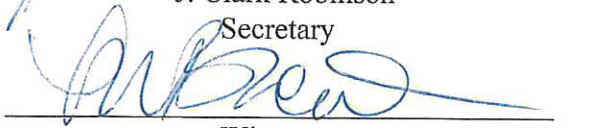
NOW, THEREFORE, BE IT RESOLVED, that:

Robert R. Walker – Area Manager and Senior Vice President
Cindy Rich – Engineer Manager and Vice President
Keith Purvis – Engineer Manager and Vice President
Kevin Stafford – Engineer Manager and Vice President
Steve Twedt – Area Manager and Vice President
Mike Essary – Sr. Engineer Manager and Vice President
Vincent Malavasi – Engineer Manager and Vice President
Jonathan Kiser – Engineer Manager and Vice President
Stan Wright – Engineer Manager and Sr. Project Manager

are hereby authorized and empowered to sign all engineering services agreements, work assignments and change orders with the Mississippi Transportation Commission for the 2018 calendar year.

IN WITNESS WHEREOF, I have affixed my name as Secretary of said corporation this 4th day of December 2017.



J. Clark Robinson
Secretary


Witness



EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:

The Engineering administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:

Construction Engineering services shall consist of all Engineering work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

A. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and the Engineer's daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

B. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

C. The duties, responsibilities, and limitations of authority of the resident Project Engineer are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT ENGINEER.

The CONSULTANT shall furnish a resident Project Engineer, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project Engineer and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project Engineer are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project Engineer dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project Engineer dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project Engineer shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project Engineer:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.
- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

- a. Record the date of receipt of Shop Drawings and samples.
- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.
- c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

- b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
 - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
- I. Reports:
 - a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
 - d. Report immediately to the LPA upon the occurrence of any accident.
- J. Payment Requests:
 - a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.
- K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.
- L. Completion:
 - a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
 - b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project Engineer:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of \$ \$107,965.21 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. In addition, no meal reimbursement will be allowed when there is no overnight stay.

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Under no circumstances shall the CONSULTANT alter the personnel, classifications, and rates listed in the Labor Rate Schedule without an approved Letter Agreement signed by both parties.

Table 1: Rate Schedule for Labor Hours

PERSONNEL NAME	LABOR CLASSIFICATION	2019 Loaded Rate
Steve Twedt, P.E.	Engineer Manager	\$209.95
Richie Ashley, P.E.	Project Engineer	\$143.81
	Engineer Intern	\$82.50
	Inspector	\$70.16
	Administrative Assistant	\$56.60

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed **\$107,965.21** (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
\$97,387.90	\$0.00	\$10,577.31	\$107,965.21

EXHIBIT 4

SAMPLE INVOICE [Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000

PERIOD , 20 THROUGH , 20

PROFESSIONAL SERVICES IN ACCORDANCE WITH

CONTRACT DATED , 20 , AS RELATES TO

PROJECT NO. - - - - - - - IN COUNTY, HIGHWAY .

CONSULTANT:

CUSTOMER NUMBER 0000000000

FILE NO. 000-000000

	<u>CURRENT</u> <u>PERIOD</u>	<u>PREVIOUS</u> <u>ESTIMATE</u>	<u>TOTAL ALLOWED</u> <u>TO DATE</u>
* LABOR COSTS	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-L.L.L., "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 23 day of August, 2018.

Neel-Schaffer, Inc.

BY: 
Steve A. Twedt, P.E.

ATTEST: 
My Commission Expires:

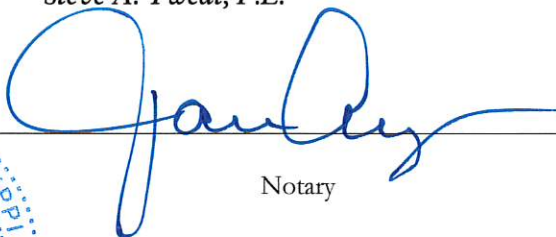

Notary



EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the ____ day of _____, 20__.

City of Gulfport

Billy Hewes, Mayor

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

128686

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: 
Authorized Officer or Agent

August 23, 2018
Date

Steve A. Twedt, P.E.
Printed Name of Authorized Officer or Agent

Vice President
Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 23 day of August, 2018.


NOTARY PUBLIC
My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

Seaway Road Pedestrian Pathway

Prepared for:

Mississippi Department of Transportation

Project Number:

STP-9178-00(003)LPA/107512-701000

City of Gulfport, MS

Prepared by: **Neel-Schaffer, Inc.**

Date Submitted:

Date Revised:

Cost Summary

Seaway Road Pedestrian Pathway

Construction Engineering & Inspection Services

Neel-Schaffer, Inc.

Labor Costs

CE&I Services	\$	97,387.90
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Direct Costs

CE&I Services	\$	-
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Subtotal	Neel-Schaffer, Inc.
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\$	97,387.90
----	-----------

{Soiltech}

Labor Costs

CE&I Services	\$	8,068.96
---------------	----	----------

Direct Costs

CE&I Services	\$	2,508.35
---------------	----	----------

Subtotal {name of SubConsultant} Costs
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\$	10,577.31
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PROJECT TOTAL COSTS

\$	107,965.21
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BILLING RATE TABLE

Neel-Schaffer, Inc.

Construction Engineering & Inspection Services

Home Overhead Rate ²	150.54% %	150.43% OH + 0.11% FCCM
Field Overhead Rate ²	116.61% %	116.57% OH + 0.04% FCCM
Profit	12.00% %	

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	Profit	Regular Billing Rate
Engineer Manager	\$ 74.82	\$ 112.63	\$ 22.49	\$ 209.95
Project Engineer	\$ 51.25	\$ 77.15	\$ 15.41	\$ 143.81
Engineer Intern	\$ 29.40	\$ 44.26	\$ 8.84	\$ 82.50
Inspector	\$ 28.92	\$ 33.72	\$ 7.52	\$ 70.16
Administrative Assistant	\$ 20.17	\$ 30.36	\$ 6.06	\$ 56.60

HOUR DISTRIBUTION / LABOR COSTS

Neel-Schaffer, Inc.

Construction Engineering & Inspection Services

STP-9178-00(003)LP/107512-701000

REGULAR HOURS ONLY																
POSITION TITLE	Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Engineer Manager			6	4	4	4	4	4					0	26	\$ 209.95	\$ 5,458.70
Project Engineer			40	28	28	28	28	28					0	180	\$ 143.81	\$ 25,885.80
Engineer Intern			15	15	15	15	15	15					0	90	\$ 82.50	\$ 7,425.00
Inspector			160	160	160	160	160						0	800	\$ 70.16	\$ 56,128.00
Administrative Assistant			8	2	2	2	2	28					0	44	\$ 56.60	\$ 2,490.40

Labor Subtotal (Regular) \$ 97,387.90

CONTRACTOR'S Project Completion Time: 80 Productive Days

Construction Cost Estimate: \$1,486,330

ESTIMATED MAXIMUM FEE FOR TESTING SERVICES

Project Name Seaway Road Pedestrian Pathway

City of City of Gulfport, MS

MDOT Project No. STP-9178-00(003)LPA/107512-701000

Testing Firm Name Soiltech

MDOT District Material Engineer Approval Date for the S&T Report 5/25/2018

Overhead Rate 185.22%

Profit 12.00%

Classification	Raw Wage Rate	Audited OH Rate	Profit	Regular Billing Rate
Project Engineer	\$ 64.75	\$ 119.93	\$ 22.16	\$ 206.84
Project Manager	\$ 37.38	\$ 69.24	\$ 12.79	\$ 119.41
Field Manager	\$ 37.37	\$ 69.22	\$ 12.79	\$ 119.38
Field Technician	\$ 16.68	\$ 30.89	\$ 5.71	\$ 53.28
Admin. Asst.	\$ 17.71	\$ 32.80	\$ 6.06	\$ 56.57

LABOR COSTS

	Hours	Regular Billing Rate	Total
Project Engineer	5	\$ 206.84	\$ 1,034.21
Project Manager	5	\$ 119.41	\$ 597.05
Field Manager	5	\$ 119.38	\$ 596.89
Field Technician	99	\$ 53.28	\$ 5,275.08
Admin. Asst.	10	\$ 56.57	\$ 565.74

SUBTOTAL - LABOR COSTS

124 \$ 8,068.96

FIELD AND LABORATORY

	Quantity	Unit	Unit Cost	Total Cost
Laboratory compaction (T99 or T180)	3	Each	\$ 200.00	\$ 600.00
Atterberg Limits T 89 and T 90	8	Each	\$ 50.00	\$ 400.00
Grain Size Analyses (#200 only)	8	Each	\$ 38.00	\$ 304.00
Grain Size Analysis (Sand/Fine Aggregate)	2	Each	\$ 65.00	\$ 130.00
Grain Size Analysis (Gravel/Coarse Aggregate)	2	Each	\$ 85.00	\$ 170.00
Bulk Density Determination (for Proctor correction)	1	Each	\$ 45.00	\$ 45.00
pH Determination	2	Each	\$ 30.00	\$ 60.00
Concrete Compression Test ASTM C39 (3 Cylinders per set)	3	Each	\$ 18.00	\$ 54.00
Asphalt Core Density	3	Each	\$ 25.00	\$ 75.00

SUB-TOTAL - FIELD AND LABORATORY

\$ 1,838.00

EXPENSE ITEMS

	Quantity	Rate	Total Cost
Automobile travel (estimated 41 trips at 30 miles R/T from Long Beach to Gulfport)	1230	x	\$ 0.545 \$ 670.35

SUB-TOTAL - EXPENSE ITEMS

\$ 2,508.35

TOTAL PROPOSED FEE \$ 10,577.31**NOTES:****Senior Field Inspector Trip and Hourly Summary**

Description	Trips	Hours/Trip	Hours
Soil Sample Pickup	3	1	3
Density Testing	2	5	10
Density Testing 2	27	2	54
Concrete Testing	1	3	3
Concrete Cylinder Pickup	1	1	1
Asphalt Production Oversight	7	4	28
Totals	41		99

The above quantities are based on the LPA Sampling and Testing Proposal dated 5/17/18.

Three 1-hour trips were estimated to pick up all soil samples required for the project.

It was estimated that the contractor will have all unclassified material prepared for density testing at one time, requiring 1 5-hour trip.

It was estimated that the contractor will have a minimum of 500 cubic yards of borrow material prepared for density testing at one time, requiring 20



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Police Department

Date:

Subject: Resolution - approving the Terms, Conditions and Warranty Information with Transcend Tactical, authorizing the Mayor to execute the same, and for related purposes.

Recommendation:



Transcend Tactical Vantage™ Terms, Conditions and Warranty Information

Limited Warranty

In exchange for monies tendered and upon the execution of this Agreement by Customer, Transcend Robotics, Inc., DBA Transcend Tactical, ("Transcend") warrants its Vantage™ robot and related accessories (Products) to be free of defects in material and workmanship for one year from the date of delivery to Customer. Customer must report any claimed defect by phone at 510.338.3027, or by email at support@transcendtactical.com. Transcend, in consultation with AndyMark, Inc. (the manufacturing partner) will determine whether such repairs can be performed by parts supplied by manufacturer at no cost to the Customer or whether the Vantage robot will need to be returned to the manufacturer for repair or replacement at manufacturer's sole discretion. Replacement may be made with a robot in a similar or better state of use. If a return for repair is determined necessary, the customer will be responsible for shipping costs to the manufacturer and manufacturer will be responsible for return shipping costs. Each party will ensure that the shipment is fully insured in case of damage during shipment.

Warrant Exclusions/Limitations

Transcend is not liable under the warranty set forth above to the extent a defect or failure is caused by: (i) repair, alteration or modification of the Products by persons other than Transcend or its designee without Transcend's prior approval, (ii) use beyond the intended design or normal operating hours, or damage or defects caused by negligence, accident, abuse, misuse, improper or other abnormal usage, (iii) normal wear and tear; or (iv) Customer's failure to properly store, install, operate or maintain the Products in accordance with good industry practices or the recommendations or instructions of Transcend.





TRANSCEND
TACTICAL

510-338-3027
sales@transcendrobotics.com

Returns

Transcend Robotics, Inc. will accept returns of items purchased with an approved Return Merchandise Authorization within 14 days from the date of receipt of the robot, provided the item is returned in the same condition it was received. A refund will be issued to the customer. The customer is responsible for all shipping charges to return products and will ensure the shipment is fully insured in case of damage during shipment. All remaining payments are due net 30 days from date of delivery.

Radio License Requirement

No radio license is required to purchase the Vantage robot, however, a radio license is required to operate the VANTAGE robot per FCC guidelines. It is the customer's responsibility to comply with FCC requirements.

Agreed and Accepted

Transcend Tactical

Customer

Phillip Walker
Printed Name

Organization Name

CEO
Title

Printed Name

Title

Authorized Signature

Authorized Signature

07/27/2018





510-338-3027
sales@transcendrobotics.com

Date

Date





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 4/12/2019

Subject: Resolution - approving Amendment No. 1 to Memorandum of Understanding with the Mississippi Department of Transportation for the 20th Avenue Improvements Project, 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 AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING
WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION FOR THE 20TH
AVENUE IMPROVEMENTS PROJECT, TO AUTHORIZE THE EXECUTION OF THE
SAME BY THE MAYOR, AND FOR RELATED PURPOSES**

WHEREAS, previously, the City of Gulfport governing authorities approved and authorized execution of a Memorandum of Agreement with the Mississippi Department of Transportation (“MDOT”) for the 20th Avenue Improvements Project which is designed to facilitate bus access to the planned multimodal passenger transportation center immediately south of the existing Gulfport Transit Center and the installation of ADA-compliant pedestrian facilities between Jones Park on the south side of Highway 90 and 15th Street on the north side of the existing transit center; and

WHEREAS, MDOT will not reimburse the City for construction engineering and inspection (CE&I) activities for the project, with the current estimate for CE&I cost of \$107,000.000 for this project, equating to \$34,088.00 (20% City match) that the City will save by doing the inspection work with City staff, as recommended by City Engineer Kris Riemann, attached hereto for consideration as Exhibit “A” hereto; and

WHEREAS, a proposed Amendment No. 1 to Memorandum of Understanding with the Mississippi Department of Transportation for the 20th Avenue Improvements Project is attached hereto for review as Exhibit “A” hereto, outlines the responsibilities of the City with respect to the performance of construction engineering and inspection activities on the aforementioned project and is recommended for approval as being in the best interest of the City of Gulfport.

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

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

SECTION 2. That the Amendment No. 1 to Memorandum of Understanding with the Mississippi Department of Transportation for the 20th Avenue Improvements Project be and it is hereby approved in substantially the form as is found in Exhibit “A” to this resolution, and the Mayor be, and he is hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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

To: Margaret Murdock, Legal

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Wayne Miller, P.E., Public Works

Linda Elias, Finance

From: Kris Riemann, P.E.

RKR

Date: 4/12/19

Re: Recommendation to Approve Memorandum of Understanding with the Mississippi Department of Transportation for the 20th Avenue Improvements

-Performing Construction Engineering and Inspection by the City

-STP-7822-00(004) LPA/107556-701000

Attached for your consideration is the referenced Memorandum of Understanding (MOU). This MOU is required by the Mississippi Department of Transportation (MDOT) in order to outline the responsibilities of the Local Public Agency, City (LPA) for performing the construction engineering and inspection (CE&I) activities for the project.

The project includes those relating to bus access to the planned multimodal passenger transportation center immediately south of the existing Gulfport Transit Center and the installation of ADA-compliant pedestrian facilities between Jones Park on the south side of Highway 90 and 15th Street on the north side of the existing transit center. These improvements will assist the Mississippi Aquarium site.

MDOT will not reimburse the City for this item on this project. If all goes well, and the City plans to do more CE&I on future projects, MDOT should be able to develop a system for reimbursement early in the development. The current estimate for CE&I is \$107,000.00 for this project. This equates to \$34,088.00 (20% City match) that the City will save by doing the inspection with our staff.

I recommend approval contingent on the approval of the Mississippi Department of Transportation. Please place this item on the May 7, 2019 Council Agenda.

Attachments:

1. Chuck Starita, P.E. letter dated 3/20/19
2. Memorandum of Understanding

Tom King
Southern District Commissioner
Kelly R. Castleberry
District 6 Engineer

P. O. Box 551
Hattiesburg, MS 39403-0551
Telephone (601) 544-6511
FAX (601) 544-0227



RECEIVED
Melinda L. McGrath
Executive Director
James A. Williams, III
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
GoMDOT.com

16499-B Highway 49, Saucier, MS 39574-9740
March 20, 2019

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

RE: Memorandum of Understanding Amendment
20th Avenue Improvements
STP-7822-00(004)LPA / 107556-701000

Dear Mayor Hewes,

Attached are the duplicate copies of the Amendment to the Memorandum of Understanding, MOU, for the above referenced project for your review and processing. The Amendment outlines responsibilities of the LPA for performing Construction, Engineering, and Inspection (CE&I) Activities for the project. Please execute the Amendment in duplicate and return with governing council or board minutes signifying approval. Please mail to:

Mississippi Department of Transportation
Attn: David Seyfarth
16499-B Highway 49
Saucier, MS 39574-9740

In accordance with the MOU, please remember to include the MDOT in any public relations activities or press release for this project. The MDOT public relations liaison for District VI is Jas N. Smith, telephone number 601-359-9822. Should you need additional information, contact my office at 228-832-0682.

Sincerely,

A handwritten signature in blue ink that reads "Chuck Starita".

Chuck Starita, PE
Asst. District LPA Engineer

cc: Project File 16-10 w/ attachments

AMENDMENT NUMBER 1
TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION
AND THE CITY OF GULFPORT
TO SET FORTH THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF
AUTHORITY OF THE RESIDENT PROJECT ENGINEER.

WHEREAS, the Mississippi Transportation Commission (MTC) and The City of Gulfport, (LPA) executed a Memorandum of Understanding (MOU) on 11th day of May, 2017, related to the LPA's development and construction of STP-7822-00(004)LPA / 107556-701000, 20th Avenue Improvements project, and;

WHEREAS, the LPA has made a request to provide construction engineering and inspection of the Project with its staff, and MTC is agreeable to that request, provided that the LPA adhere to the standards, duties and responsibilities that are set forth herein, and;

NOW, THEREFORE, for and in consideration of the mutual benefits unto each of the parties, the sufficiency of which is hereby acknowledged, the parties agree to the following amendment No. 1 to the MOU referenced above, to-wit:

The LPA shall furnish a resident Project Engineer, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. The Resident Project Engineer shall adhere to the following standards of practice and procedure.

Through extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project Engineer and assistants, the LPA shall endeavor to provide protection against defects and deficiencies in the Work. The standards are as follows:

I. General:

The resident Project Engineer's dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project Engineer dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project Engineer shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project Engineer:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.
- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

- a. Record the date of receipt of Shop Drawings and samples.
- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.
- c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the LPA.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarification and interpretation of the contract documents are needed.
Transmit to the CONTRACTOR clarifications and interpretations that are issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications to the drawings and specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project Engineer:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.

G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

IV. Testing and Utilities

A. Subsurface Conditions. LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of LPA or LPA's sub with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that LPA properly inferred to exist between sampling points may differ significantly from those that actually exist.

B. Utilities. LPA will locate utilities which will affect the project from information provided by the LPA and utility companies and from LPA's surveys. In that these utility locations are based, at least in part, on information from others, LPA cannot and does not warrant their completeness and accuracy.

Witness the execution of this amendment to the Memorandum of Understanding on this, the _____ day of _____, 20____.

City of Gulfport

Billy Hewes, Mayor

Witness

MISSISSIPPI TRANSPORTATION COMMISSION

MELINDA MCGRATH, P.E., EXECUTIVE DIRECTOR
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Minute Book _____ Page _____

Secretary of the Commission



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Kris Riemann, Director
Engineering

Date: 4/15/2019

Subject: Resolution - approving Supplemental Agreement #1 to Contract with Moran Hauling, Inc., for Construction Services in connection with the Dedeaux Road Widening Phase I Improvements Project, 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 SUPPLEMENTAL AGREEMENT #1 TO CONTRACT WITH MORAN
HAULING, INC., FOR CONSTRUCTION SERVICES IN CONNECTION WITH THE
DEDEAUX ROAD WIDENING PHASE I IMPROVEMENTS PROJECT, TO AUTHORIZE THE
MAYOR TO EXECUTE SAID AGREEMENT AND FOR RELATED PURPOSES**

WHEREAS, Moran Hauling, Inc., was awarded the contract for construction services in connection with construction of the improvements along Dedeaux Road to widen it from two (2) lanes to four (4) lanes from the intersection of Three Rivers Road eastward to DeDe Drive; and

WHEREAS, certain and various changes to the contract as more fully set forth in the attached Supplemental Agreement #1 which is attached hereto as a part of Exhibit “A”, resulting in an INCREASE in contract days (9 productive days) and no increase in costs, as more fully described in the memorandum from City Engineer Kris Riemann; and

WHEREAS, approval of Supplemental Agreement #1 is in the best interest of the City of Gulfport.

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

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

SECTION 2. That Supplemental Agreement #1 to the City’s contract with Moran Hauling, Inc., be and it is hereby approved in the form as is found in Exhibit “A” to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That the proposed changes to the contract are necessary and/or incidental to the completion of the work as originally bid, are not outside the scope of the original contract, are commercially reasonable and not made to circumvent the public purchasing statutes.

SECTION 4. That the INCREASE in contract days is reasonable in light of all relevant facts and circumstances.

SECTION 5. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

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

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes Dr. John Kelly, CAO
Linda Elias, Finance Wayne Miller, Public Works

From: Kris Riemann, P.E.

Date: 4/12/19 *RKR*

Re: **Recommendation to Approve Supplemental Agreement No. 1 to the Construction Contract for Dedeaux Road Widening Phase 1**

- Three Rivers Road to Cowan-Lorraine Road
- Project No. STPD-9370-00(004)/FMS 104866-811000
- Moran Hauling, Inc.

Attached for your consideration is the referenced supplemental agreement number 1, in the additive amount of \$3,466.32 and additive 9 working days. This agreement is required to provide additional drainage work not originally specified by the Engineer in order to drain the residential and commercial properties adjacent to the project. See attached map. This agreement was previously approved by the Mississippi Department of Transportation and required the City's approval to proceed.

This project is designed to widen Dedeaux Road from two (2) lanes to four (4) lanes from the intersection of Three Rivers Road eastward to DeDe Drive. This will include a median, sidewalks, streetlights, drainage improvements, and utility adjustments for approximately 3,000 feet.

No additional funds are needed at this time. The total costs of the project are paid 80% by Federal Highway Administration/ Mississippi Department of Transportation funds through Gulfport Regional Planning Commission and the remaining 20% by the City. The cost of this supplemental agreement is \$3,466.32 with 20% match (\$693.26) coming from the City.

I recommend approval of this supplemental agreement contingent on the approval of the Mississippi Department of Transportation. Please place this item on the May 7, 2019 Council Agenda.

- Attachments:
1. Letter from Matthew Hosey, P.E., Dated March 6, 2019
 2. Supplemental Agreement No. 1
 3. Map



Consulting Engineers

MISSISSIPPI ENGINEERING GROUP, INC.

143-A LeFleurs Square
Jackson, Mississippi 39211

Phone (601) 355-3518

Fax (601) 352-3945

March 6, 2019

Mr. Robert K. Riemann, P. E.
Director Of Engineering
City of Gulfport
4050 Hewes Avenue
Gulfport, MS 39507

Re: Dedeaux Road Widening Phase I
Project No. STPD-9370-00(004)
Harrison County
P.O. 193743

Dear Kris:

Submitted herewith for further processing are three (3) copies of the Supplemental Agreement No. 1 (SA-1) and Quantity Adjustment No. 1 (QA-1) on the above captioned project. The items covered by SA-1 and QA-1 were additional drainage work required to achieve positive drainage in residential and commercial property yards adjacent to the project. No new pay items were required to achieve this work, only the adjustment of quantities for existing pay items already in place under the contract.

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

Sincerely,

Matthew Hosey, P.E.

pc: Richard Ferguson, P.E., PFI
Andy Phelan, P.E., PFI
David Seyfarth, P.E., MDOT
Chuck Starita, P.E., MDOT
File

Enclosures

City of Gulfport

Supplemental Agreement No. One (1)

WHEREAS, WE, Moran Hauling, Inc., Contractors, and U.S. Specialty Insurance Company, Surety, entered into a contract with the City of Gulfport, Mississippi, LPA, on the 6th day of October, 2017, for the construction of Federal Aid Project No. STP-9370-00(004)LPA/104860-801000, Harrison, County; and

WHEREAS, the Contract provides for the Reconstruction of Dedeaux Road from Three Rivers Road to Dede Drive; and

WHEREAS, the contract provides 151 working days to complete the project; and

WHEREAS, additional drainage work is required to achieve positive drainage in residential and commercial property yards along the project; and

WHEREAS, this additional drainage work will be performed using existing pay items; and

WHEREAS, 18" RCP, Class "B" Structural Concrete, Minor Structures, and Reinforcing Steel are required to construct yard drains with headwalls on the backsides of SS-2 inlets 14+20 Lt, 23+00 Lt, 24+52.86 Lt, and JB 31+10 Rt. In addition to the above locations, a single headwall is required at station 39+00 RT; and

WHEREAS, 18" RCP, Class "B" Structural Concrete, Minor Structures, and Reinforcing Steel are required to construct pedestal inlets at Stations 14+00 Rt, 16+50 Lt, 19+80 Lt, and 38+10 Lt; and

WHEREAS, a single sewer service is required at station 15+90 Rt to satisfy property owner request to have sewer service to residential property located in a more convenient location. No quantity adjustment is required to complete this work; and

NOW, THEREFORE: The LPA desires, and the Contractor agrees, to add nine (9) working days to the Contract, which will increase the total number of working days to one hundred and sixty (160). It is further mutually agreed that the Contractor will perform the necessary work by Contract Specifications or as directed by the Engineer.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOTE: This Supplemental Agreement has been discussed with Chuck Starita, P.E., Asst. District LPA Engineer, Gabe Faggard, P.E., District Construction Engineer, and Greg Grondin, P.E., MDOT Construction Area Engineer.

Supplemental Agreement No. One (1)

NOW, THEREFORE, WE, Moran Hauling, Inc., Contractors, and U.S. Specialty Insurance Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and agree that this supplemental agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by the Supplemental Agreement.

Dated, this 26th day of March, 2019.

U.S. Specialty Insurance Company
Surety

BY: Kathleen B. Scarborough
Kathleen B. Scarborough, Attorney-In-Fact &
Mississippi Resident Agent

Moran Hauling, Inc.
Contractor

BY: Donald W. Moran III
Donald W. Moran III
Vice President

RECOMMENDED FOR APPROVAL:

Matthew Hosey
Matthew Hosey, P.E.
LPA Project Engineer

Kelly R. Castleberry
Mississippi Department of Transportation
District Engineer

APPROVED:

Billy Hewes
Billy Hewes, Mayor
LPA Official

, 2019

CITY OF GULFPORT
SUPPLEMENTAL AGREEMENT NO. ONE (1)

STP-9370-00(004)LPA/104866-801000

MSEG, Ir

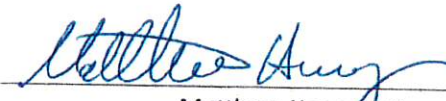
DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED AND TIME EXTENSION:

(Note: Should reiterate issue explanation giving more specific and relevant information than the front sheet)

During Construction, residents and business owners at the above locations have voiced concerns of standing water being present after construction is completed if additional drainage openings are not provided. Additional openings to the subsurface drainage system (yard drains) are required to achieve positive drainage in residential and commercial property yards at SS-2 inlets 14+20 Lt, 23+00 Lt, 24+52.86 Lt, and JB 31+10 Rt. These yard drains will be constructed using 18" RCP with Class "B" Structural Concrete (Minor Structures) and Reinforcing Steel headwalls. In addition to the above locations, a single headwall is required at station 39+00 Rt. Pedestal inlets are required to achieve positive drainage in a commercial property yards at Station 14+00 Rt, 16+50 Lt, 19+80 Lt, and 36+30 Lt. These pedestal inlets will also be constructed using 18" RCP with Class "B" Structural Concrete (Minor Structures), Castings, and Reinforcing Steel. Please refer to the attached pedestal inlet detail for details on construction.

Since these yard drains and pedestal inlets were not originally included in the plans, the contractor has requested additional time to be added to the contract to complete this work. The contractor has requested 8 additional working days to complete the 4 yard drains (1 yard drain per working day, total of 4 working days for yard drains) and 4 pedestal inlets (1 pedestal inlet per working day, total 4 working days).

A single sewer service is required at station 15+90 Rt to satisfy property owner request to have sewer service to residential property located in a more convenient location than what is currently provided. During construction, the Contractor voiced concerns of utility conflicts at station 15+90 Rt where a single sewer service was to be installed to serve residential property at 14113 Dedeaux Rd. It was decided by the Project Engineer and agreed to by the Contractor to install a double sewer service at station 17+40 Rt, that would serve both 14113 and 14099 Dedeaux Rd. The contractor is requesting 1 additional working day to be added to the contract. A quantity adjustment is not required for this work.


Matthew Hosey, P.E.
LPA Professional

Billy Hewes, Mayor
LPA Official



TOKIO MARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jim E. Brashier, Troy P. Wagener, Loren Richard Howell, Jr., Dewey Brashier,
Kathleen B. Scarborough, Susan Skrmetta, John W. Nance

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (***unlimited***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

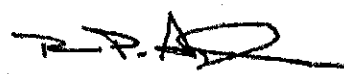
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



By:


Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

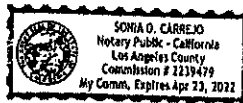
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 26th day of March, 2019.

Corporate Seals

Bond No. 1001088193

Agency No. 17033




Kio Lo, Assistant Secretary

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Page 1 of 2

QUANTITY ADJUSTMENT

1. QUANTITY ADJUSTMENT NO. 1 2. DATE: 03/22/2019
3. PROJECT NO. STP-9370-00(004) LPA/104866-801000 4. LPA: CITY OF GULFPORT
5. COUNTY: HARRISON
6. The following changes on the above project with stations, quantities, and items involved are recommended for the reasons stated in detail:

Pay Item	Description	Previous Quantity	Revised Quantity	Increase or Decrease	Unit	Unit Price	Amount
907-601-B003	Class "B" Structural Concrete, Minor Structures	141.00	144.00	3.00	CY	\$1,000.00	\$3,000.00
602-A001	Reinforcing Steel	29,580.00	29,900.00	320.00	LBS	\$1.50	\$480.00
603-CA002	18" Reinforced Concrete Pipe, Class III	3,504.00	3,568.00	64.00	LF	\$36.88	\$2,360.32
604-A001	Castings	3,081.00	3,397.00	316.00	LBS	\$3.50	\$1,106.00
				0.00			\$0.00
				0.00			\$0.00
				0.00			\$0.00
				0.00			\$0.00
				0.00			\$0.00
				0.00			\$0.00
TOTAL							\$3,466.32

REASONS:

907-601-B003 Class "B" Structural Concrete, Minor Structures; 602-A001 Reinforcing Steel; 603-CA002 18" Reinforced Concrete Pipe, Class III; 604-A001 Castings - Yard drains are required in the back of SS-2 Inlets at stations 14+20 LT, 23+00 LT, 24+52.86 LT, and JB 31+10 RT to promote positive drainage in adjacent yards. Pedestal Inlets are required at station 14+00 RT, 16+50 LT, 19+80 LT and 38+10 LT to promote positive drainage in adjacent yards.

QUANTITY ADJUSTMENT NO. 1

PROJECT NO. STP-9370-00(004)LPA/104866-801000

7. Total Cost per Gov. Est. dated 9/25/2017

\$6,146,236.39

- a. Contingencies
b. Construction
c. CE&I

Participating	Non-Participating
\$246,816.28	\$0.00
\$4,936,337.36	\$468,523.39
\$494,559.36	\$0.00
\$0.00	\$0.00
\$3,466.32	\$0.00
\$0.00	\$0.00
\$5,434,363.04	\$468,523.39

\$5,404,860.75

8. Previous Quantity Adjustments to this Gov. Est.

\$0.00

9. This Quantity Adjustment

\$3,466.32

10. CE&I Adjustments dated SA Date if \$ added

11. Rev. Total Est. Cost of Project

* \$5,902,886.43

* Note: If line 11 is greater than line 7, then a revised government estimate is required.

12. Federal match % 80.00%

federal portion if not above the maximum awarded

\$4,347,490.43

13. Original Federal Funds Requested	\$3,949,069.89
14. Current Estimated Federal Portion	\$3,949,069.89
15. Original Estimated Local Portion	\$2,197,166.50
16. Current Estimated Local Portion	\$1,953,816.54

Recommended for Approval


 LPA Project Engineer / Architect

Date

3/22/19

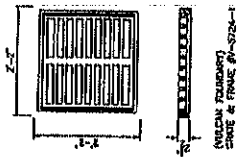
Approved

LPA Official

Date

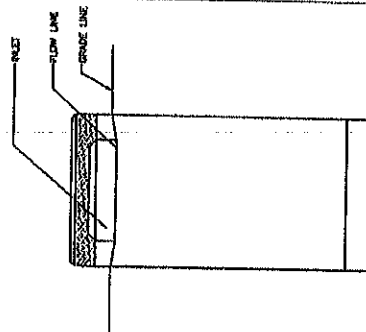
MEMO FOR

PLAN VIEW



SECTION A-A

SECTION 8-8



SIDE VIEW

PEDESTAL INLET DETAIL (N.T.S.)



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Police Department

Date: 4/15/2019

Subject: Resolution - approving sale of sidearm to Officer David Montague upon his retirement from the City of Gulfport and setting the amount to be paid for said firearm pursuant to Miss. Code Ann. § 45-9-131 (rev. 2014).

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 SALE OF SIDEARM TO OFFICER DAVID MONTAGUE UPON HIS
RETIREMENT FROM THE CITY OF GULFPORT AND SETTING THE AMOUNT TO
BE PAID FOR SAID FIREARM PURSUANT TO
MISSISSIPPI CODE ANNOTATED § 45-9-131 (REV. 2014)**

WHEREAS, Mississippi law provides that, upon approval by the governing authorities, a member of any municipal law enforcement agency who retires under any state or state approved retirement system may purchase his personal sidearm from the municipality at a cost to be determined by the governing authorities; and

WHEREAS, Officer David Montague, of the Gulfport Police Department, has retired from the City of Gulfport, effective March 1, 2019, and his retirement is pursuant to a state or state-approved retirement system; and

WHEREAS, Officer David Montague has expressed his desire to purchase his personal sidearm from the City at the time of his retirement; and

WHEREAS, the Gulfport Police Department has advised that the proper charge for the sidearm is \$4.81.

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 Gulfport Police Department is authorized to sell to Officer David Montague, in light of his retirement, his personal sidearm at a cost to Officer David Montague of \$4.81.

SECTION 3. That this Resolution shall be spread upon the minutes of the Gulfport City Council and shall be effective 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

Gulfport Police Department

Memorandum



To: Mayor Bill Hewes
From: Chief Leonard Papania
Date: Monday, March 25, 2019
Re: **Purchase of Duty Weapon for Retired Officer:
David Montague**

I am requesting that the City Council authorize the Gulfport Police Department to sell the below described handgun to Office David Montague, who retired from the Gulfport Police Department, effective March 1, 2019. This action is in compliance with **MS Code § 45-9-131**. Based on the fee previously approved, the charge will be \$4.81. Please place this item on the next council agenda.

(1) Glock 43 – 9mm handgun Serial #BEVW 959 / Asset #0019254

I appreciate your consideration of this request.

Comptroller _____

Director of Police _____

CAO _____ Mayor _____

— David Montague —

03/29/2019 09:55
dnorton

CITY OF GULFPORT
FIXED ASSET WORKSHEET

P 1
famstmnt

ASSET # 0019254	MASTER ASSET	DESCRIPTION	WEAPON PISTOL GLOCK 43 9MM SEMIAUTO SUBC	
CLASS M1 MACHINERY & EQU	FUND SOURCE 05	MAINT CONT Y	INSURED N	
SUBCL E04 WEAPONS	ACQUIS METH AF	VENDOR DESC	Vendor Name Mi	CARRIER
COMMODITY 68052	FORFEITURE	TYPE G		INSURED VAL 0.00
DEPT 213 Police	ACQUIS DATE 06/13/2017	EXP. DATE		EXP. DATE
LOC CODE 2001 POLICE HEADQUAR	ACQUIS COST 368.60	ANNUAL COST 0.00	0.00	POLICY CST 0.00
LOC MEMO	ACRES 0.000	MEMO		MEMO
ROOM 4398	QTY 1			
STORAGE LOC	UNIT PRICE 0.00			
	PURCH MEMO			
STATUS A ACTIVE	SOY BOOK 368.60	DEPRECIATE N		
CONDITION N NEW	CURRENT BOOK 368.60	DEPREC PRIN	368.60	
CUSTODIAN POLICE CHIEF	EST SALVAGE 0.00	FIRST YR/PR 2017/11	LAST YR/PR	/00
TITLEHOLDER	REPL COST 368.60	EST LIFE 10		
	LAST INVENT 05/09/2018	PERIODS TAKEN 0		
	IMPROVE MEMO	ACCUM DEPREC	0.00	
TAG # 0019254	RETIRE DATE			
SERIAL # BEVW959	DISP CODE			
MANUFACTURER GLOCK GLOCK INC.	DISP PRICE 0.00			
MODEL G43	SALE PRICE 0.00			
MODEL YEAR 2017				
LICENSE #				
VEND # 34931	PO # 193360	DOCUMENT # 222468	INVOICE # 001153510	INV DATE 08/09/2017
				INV AMT 368.60

User-Defined Fields

Field Name	Value
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G/L Accounts

TYPE	DESC	ORG	OBJ	PROJ	PERCENT
1	ASSET	700	141300		100.00
2	CONTRA	700	300400		100.00
5	DEPRECIATION EXPENSE	700212	670100		100.00
6	ACCUMULATED DEPRECIATION	700	142000		100.00

PO Accounts

ORG	OBJ	PROJ	AMOUNT
276	630100		368.60

369



David Montague

Policy Number 1.29

Subject: Retirement Purchase of Firearms		
Distribution: All Sworn Personnel	Effective Date: February 13, 2017	Number of Pages: Page 1 of 1
Revision Date(s): March 29, 2017		

1. SCOPE

This policy is directed to all sworn police personnel.

2. POLICY

All sworn personnel of the Gulfport Police Department who shall honorably retire have the opportunity to purchase their service weapon from the City of Gulfport.

3. MISSISSIPPI CODE §45-9-131

§45-9-131 - Purchase of Sidearm by Retiring Member of Municipal or County Law Enforcement Agency.

Upon approval of the governing authorities of the municipality or county, a member of any municipal or county law enforcement agency who retires under any state retirement system or any state-approved retirement system may be allowed to purchase as his personal property one (1) sidearm which was issued to him by the law enforcement agency from which he retired.

The governing authorities of the municipality or county shall determine the amount to be paid for the firearm by the retiring member of the law enforcement agency.

4. REQUEST / APPROVAL PROCEDURES

Employees who elect to purchase their service weapon and meet the criteria of retirement shall submit a letter of request to the Chief of Police for approval. The letter then shall be forwarded to the City Council for final ratification of the purchase.

5. PAYMENT PLAN

A. Other Provisions

- 1) Employees who meet the criteria of a retirement through any state approved retirement system may be allowed to purchase their side arm for 1% of the cost of his weapon.
- 2) Employees who have twenty-six years of service or greater shall pay \$1.00 for their sidearm upon the approval of the Chief of Police and ratification by the City Council.
- 3) Employees shall give the office of the Chief of Police the request in writing and when practical, at least thirty (30) days prior to retirement.

RESTRICTED LAW ENFORCEMENT DATA

The data contained within this policy is proprietary and will not be duplicated, disclosed, or discussed, without the written permission of the Chief of Police. Data subject to this restriction is contained throughout this policy.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Police Department

Date: 4/15/2019

Subject: Resolution - approving sale of sidearm to Lieutenant Mike Shaw upon his retirement from the City of Gulfport and setting the amount to be paid for said firearm pursuant to Miss. Code Ann. § 45-9-131 (rev. 2014).

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 SALE OF SIDEARM TO LIEUTENANT MIKE SHAW UPON HIS
RETIREMENT FROM THE CITY OF GULFPORT AND SETTING THE AMOUNT TO
BE PAID FOR SAID FIREARM PURSUANT TO
MISSISSIPPI CODE ANNOTATED § 45-9-131 (REV. 2014)**

WHEREAS, Mississippi law provides that, upon approval by the governing authorities, a member of any municipal law enforcement agency who retires under any state or state approved retirement system may purchase his personal sidearm from the municipality at a cost to be determined by the governing authorities; and

WHEREAS, Lieutenant Mike Shaw, of the Gulfport Police Department, has retired from the City of Gulfport, effective March 1, 2019, and his retirement is pursuant to a state or state-approved retirement system; and

WHEREAS, Lieutenant Mike Shaw has expressed his desire to purchase his personal sidearm from the City at the time of his retirement; and

WHEREAS, the Gulfport Police Department has advised that the proper charge for the sidearm is \$4.81.

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 Gulfport Police Department is authorized to sell to Lieutenant Mike Shaw, in light of his retirement, his personal sidearm at a cost to Lieutenant Mike Shaw of \$4.81.

SECTION 3. That this Resolution shall be spread upon the minutes of the Gulfport City Council and shall be effective 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

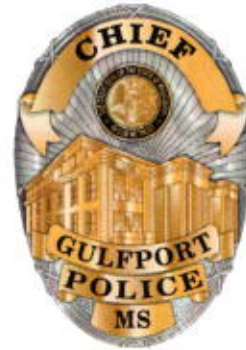
PRESIDENT

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

MAYOR

Gulfport Police Department

Memorandum



To: Mayor Bill Hewes
From: Chief Leonard Papania
Date: Monday, March 25, 2019
Re: **Purchase of Duty Weapon for Retired Officer:
Mike Shaw**

I am requesting that the City Council authorize the Gulfport Police Department to sell the below described handgun to Lieutenant Mike Shaw, who retired from the Gulfport Police Department, effective March 1, 2019. This action is in compliance with **MS Code § 45-9-131**. Based on the fee previously approved, the charge will be \$4.81. Please place this item on the next council agenda.

(1) Glock 17 – Gen 5 – 9mm handgun Serial #BGLZ 840 / Asset #0033041

I appreciate your consideration of this request.

Comptroller _____

Director of Police _____

CAO _____ Mayor _____

03/29/2019 09:52
dnorton

CITY OF GULFPORT
FIXED ASSET WORKSHEET

P 1
famstmnt

ASSET # 2216110

CLASS M1 MACHINERY & EQU
SUBCL E04 WEAPONS
COMMODITY 68052
DEPT 213 Police
LOC CODE 2001 POLICE HEADQUAR
LOC MEMO
ROOM 4993
STORAGE LOC

MASTER ASSET

FUND SOURCE
ACQUIS METH WR WARRANTY

ACQUIS DATE 01/24/2018
ACQUIS COST 481.00
ACRES 0.000
QTY 1
UNIT PRICE 0.00
PURCH MEMO WARRANTY REPLACE ADD A

DESCRIPTION WEAPON PISTOL GLOCK 17 GEN5 9MM SEMIAUT

MAINT CONT Y
VENDOR DESC Vendor Name Mi INSURED N
TYPE G INSURED VAL 0.00
EXPIRE DATE EXPIRE DATE 0.00
ANNUAL COST POLICY CST 0.00
MEMO MEMO

STATUS A ACTIVE
CONDITION N NEW
CUSTODIAN POLICE CHIEF
TITLEHOLDER

SOY BOOK 481.00
CURRENT BOOK 481.00
EST SALVAGE 0.00
REPL COST 481.00
LAST INVENT 05/09/2018
IMPROVE MEMO

DEPRECIATE N
DEPREC PRIN 432.90
FIRST YR/PR /00 LAST YR/PR /00
EST LIFE 10
PERIODS TAKEN 0
ACCUM DEPREC 0.00

TAG # 0033041
SERIAL # BGLZ840
MANUFACTURER GLOCK GLOCK INC.
MODEL G17 GEN5
MODEL YEAR 2018
LICENSE #

RETIRE DATE
DISP CODE
DISP PRICE 0.00
SALE PRICE 0.00

VEND # PO # DOCUMENT # INVOICE # INV DATE INV AMT
290 196697 30.00

User-Defined Fields

Field Name Value

G/L Accounts

TYPE	DESC	ORG	OBJ	PROJ	PERCENT
1	ASSET	700	141300		100.00
2	CONTRA	700	300400		100.00
5	DEPRECIATION EXPENSE	700212	670100		100.00
6	ACCUMULATED DEPRECIATION	700	142000		100.00

PO Accounts

ORG	OBJ	PROJ	AMOUNT
213	612800		30.00
276	630100		451.00

\$4.81

forfeiture fund - Mike Shaw -



Mike Shaw

Policy Number 1.29

Subject: Retirement Purchase of Firearms		
Distribution: All Sworn Personnel	Effective Date: February 13, 2017	Number of Pages: Page 1 of 1
Revision Date(s): March 29, 2017		

1. SCOPE

This policy is directed to all sworn police personnel.

2. POLICY

All sworn personnel of the Gulfport Police Department who shall honorably retire have the opportunity to purchase their service weapon from the City of Gulfport.

3. MISSISSIPPI CODE §45-9-131

§45-9-131 - Purchase of Sidearm by Retiring Member of Municipal or County Law Enforcement Agency.

Upon approval of the governing authorities of the municipality or county, a member of any municipal or county law enforcement agency who retires under any state retirement system or any state-approved retirement system may be allowed to purchase as his personal property one (1) sidearm which was issued to him by the law enforcement agency from which he retired.

The governing authorities of the municipality or county shall determine the amount to be paid for the firearm by the retiring member of the law enforcement agency.

4. REQUEST / APPROVAL PROCEDURES

Employees who elect to purchase their service weapon and meet the criteria of retirement shall submit a letter of request to the Chief of Police for approval. The letter then shall be forwarded to the City Council for final ratification of the purchase.

5. PAYMENT PLAN

A. Other Provisions

- 1) Employees who meet the criteria of a retirement through any state approved retirement system may be allowed to purchase their side arm for 1% of the cost of his weapon.
- 2) Employees who have twenty-six years of service or greater shall pay \$1.00 for their sidearm upon the approval of the Chief of Police and ratification by the City Council.
- 3) Employees shall give the office of the Chief of Police the request in writing and when practical, at least thirty (30) days prior to retirement.

RESTRICTED LAW ENFORCEMENT DATA

The data contained within this policy is proprietary and will not be duplicated, disclosed, or discussed, without the written permission of the Chief of Police. Data subject to this restriction is contained throughout this policy.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Leisure Services

Date: 4/18/2019

Subject: Resolution - authorizing an expenditure (in the form of a fee waiver) for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport in connection with the Rotary Club of Gulfport Crawdads and Candidates Event, 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 (IN THE FORM OF A FEE WAIVER) FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT IN CONNECTION WITH THE ROTARY CLUB OF GULFPORT CRAWDADS AND CANDIDATES EVENT, AND FOR RELATED PURPOSES

WHEREAS, the Rotary Club of Gulfport plans to host a Crawdads and Candidates event in anticipation of the 2019 elections on June 1, 2019, at the Barksdale Pavilion; and

WHEREAS, the Rotary Club has requested that the City provide an in-kind contribution in benefit of the event in the form of a fee waiver for the use of the Barksdale for the Crawdads and Candidates event; and

WHEREAS, City of Gulfport will receives advertising thru the advance promotion of and substantial press coverage afforded this event held to provide an opportunity for the citizens of the Gulf Coast to become familiar with candidates seeking election in the 2019 election cycle; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to promote the City of Gulfport to individuals from around the area; 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 in the form of an in-kind donation of the use of the Barksdale Pavilion to the Rotary Club of Gulfport in support of the Crawdads and Candidates event to be held at the Pavilion on June 1, 2019, and that the same serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds in the form of an in-kind donation of the use of the Barksdale Pavilion to the Rotary Club of Gulfport to be used in support of the Crawdads and Candidates event and to advertise the City of Gulfport as further set forth herein.

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: Natasha Tate, Assistant to the Fire Chief
Fire Department

Date: 4/23/2019

Subject: Resolution - accepting a United States Department of Labor Workforce Innovation & Opportunity Act Grant from and through the Southern Mississippi Planning & Development District, authorizing the Mayor to execute any and all documents required to accept said Grant, 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 ACCEPT A UNITED STATES DEPARTMENT OF LABOR WORKFORCE
INNOVATION & OPPORTUNITY ACT GRANT FROM AND THROUGH THE
SOUTHERN MISSISSIPPI PLANNING & DEVELOPMENT DISTRICT, TO
AUTHORIZE THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS REQUIRED
TO ACCEPT SAID GRANT, AND FOR RELATED PURPOSES**

WHEREAS, the Gulfport Fire Department applied for funding from the United States Department of Labor Workforce Innovation & Opportunity Act Grant program which is administered by the Southern Mississippi Planning & Development District to fund Fire Fighter training which is designed to meet the uniform minimum training standards stated in Mississippi Code Section 45-11-203 and to meet or exceed the minimum standards of the National Fire Protection Association Fire Fighter Professional Qualification Standards; and

WHEREAS, having applied for the said grant, the Fire Department has been advised that the grant has been awarded in the total amount of \$83,323.25; and

WHEREAS, as set out more fully in the attached memorandum (Exhibit "A") from Fire Chief Michael Beyerstedt, the grant, for which no matching funds are required, includes funding in the amount of \$30,398.00 for the City of Gulfport, which funding will be used to fund salaries, travel expenses and the purchase of textbooks and other equipment required for the training as more fully set forth in the attached documentation; and

WHEREAS, the proposed Grant documents are attached hereto and are included in Exhibit "B" 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 Grant Documents attached hereto as Exhibit “A” be and the same is hereby approved in the form as is found in Exhibit “B” to this resolution, and the Mayor (or designee) is, hereby authorized to execute the same, as well as any other documents as may be required to effectuate the acceptance of the grant, on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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



FIRE DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5950
Fax: 228-868-5808

Central Station
1515 23rd Avenue
Gulfport, MS 39501

Memorandum

To: Mayor Billy Hewes
Dr. John Kelly, CAO
Councilman Kenneth Casey
Councilman Ron Roland
Councilwoman Ella Holmes-Hines
Councilman F.B. Walker IV
Councilman Myles Sharp
Councilman Robert Flowers
Councilwoman Cara L. Pucheu

From: Fire Chief Mike Beyerstedt

Date: April 18, 2019

Please place the item described below on the May 7, 2019 Council agenda.

Permission to Accept the Southern Mississippi Planning & Development District Workforce Innovation & Opportunity Act

The Gulfport Fire Department respectfully requests permission to accept grant funding from the Southern Mississippi Planning & Development District Workforce Innovation & Opportunity Action for the May 1, 2019 through September 30, 2019 Fire Fighter 1001 Course in the amount of \$83,323.25. There are no matching funds required for this request.

In coordination with the Mississippi Code Section 45-11-203, all requirements will be *meet or exceed the minimum standards of the National Fire Protection Association Firefighter Professional Qualification Standards 1001-I-II*.

I am available for you questions if required.

Thank you for your consideration in this matter,

Michael Beyerstedt
Fire Chief, City of Gulfport

Exhibit "A"

SOUTHERN MISSISSIPPI PLANNING & DEVELOPMENT DISTRICT

10441 Corporate Drive, Suite 1. Gulfport, Mississippi 39503

WORKFORCE INNOVATION & OPPORTUNITY ACT SUBRECIPIENT SIGNATURE SHEET

1. SUBRECIPIENT Name, Address, and Telephone:

City of Gulfport (COG)
(Gulfport Fire Department)
P.O. Box 1780
Gulfport, MS 39501
(228) 868-5950

1.a. Contact Person, Email & Telephone:

Chief Mike Beyerstedt
P.O. Box 1780
Gulfport, MS 395021
(228) 868-5950
Cc: City Attorney's Office

2. CFDA Number: 17-258 & 17-278

3. Subaward Identifier: 070078852

Fire Fighter Course

4. Verified Debarment List: Y

5. Period of Performance:

Start Date: 5/01/2019 End Date: 9/30/2019

6. Subaward Type (select one):

☒ Original

☐ Modification

7. FAIN: AA-32190-18-55-A-28 DOL/ETA

Federal Award Date: November 5, 2018

8. Indirect Rate: SMPDD -25% COG - None

9. Subaward #18-3528-32-569

Non-Federal

CFDA#	Funds Amount	Federal Funds Description	Federal Award Amount	Subrecipient Award Amount	PROGRAM YEAR
17-258		Adult Funds	\$2,352,656.00	\$41,661.62	2018
17-278		Dislocated Worker Funds	\$2,294,462.00	\$41,661.63	2018
	\$77,700.25				
Total Award			\$4,647,118.00	\$83,323.25	2018

10. The Subrecipient agrees to operate the program outlined in this subaward in accordance with all provisions of this subaward as included herein. The following sections are attached and incorporated into this subaward:
Signature Sheet, Statement of Activities, Budget Summary, General Terms and Conditions, and Attachments.

11. Reviewed for Approval for Southern Mississippi Planning & Development District, Fiscal Agent for Twin Districts Workforce Development Area:

Signature _____ Date _____

Name: Allison Beasley
Title: Economic Workforce Development Director

12. Approved for Southern Mississippi Planning & Development District, Fiscal Agent for Twin Districts Workforce Development Area:

Signature _____ Date _____

Name: Leonard Bentz
Title: Executive Director

13. Approved for SUBRECIPIENT:

Signature _____ Date _____

Name: Billy Hewes
Title: Mayor, City of Gulfport

STATEMENT OF ACTIVITIES

PROJECT DESCRIPTION:

The City of Gulfport (COG) by and through the Gulfport Fire Department will conduct a Fire Fighter training program designed to meet the uniform minimum training standards stated in Mississippi Code Section 45-11-203 and to meet or exceed the minimum standards of the National Fire Protection Association Fire Fighter Professional Qualification Standards 1001-I-II.

The City of Gulfport will offer training to potential Fire Fighters with a field delivery designed to allow them to deliver the Fundamentals of Fire Fighter Skills and Hazardous Materials Response course in a format similar to the on-campus Fire Fighter Program. Each module consists of chapters that will be independently tested in a written test format. Skills will be administered after the written examination. The skills will consist of randomly selected skills from all chapters that are in the tested module. Classes are delivered in five modules, with one being the Hazmat section.

Daily hands-on activities are conducted in order to build skills and enhance the knowledge gained. Students participate in comprehensive activities which require team and individual efforts to accomplish the assigned mission.

All testing will be conducted at the Mississippi State Fire Academy. The students must pass with 70% in both written and skills test to graduate the 1001 program.

All students are required to be Workforce Innovation & Opportunity Act (WIOA) certified at the Gulfport WIN Job Center.

IDENTIFIED MEASURES OF EFFECTIVENESS and PERFORMANCE:

1. Number of participants that complete the course.
2. Number of participants placed in unsubsidized employment.
3. Number of participants that achieve a credential.

COG WILL:

1. Provide staff to oversee and administer the program.
2. Make sure all participants receiving funds under this grant are eligible for and enrolled in WIOA through the local WIN Job Center.
3. Provide proper documentation to support participant eligibility for these services.
4. Maintain proper internal controls.
5. Provide financial reimbursement report with required documentation.
6. Responsible for student outreach and recruitment.

WORKFORCE DEVELOPMENT AREA WILL:

1. Provide technical assistance to maintain compliance with WIOA regulations.
2. Reimburse COG for all allowable expenses listed in the budget summary "amount to be reimbursed column."
3. Provide a system of registering all applicants for services and tracking outcomes.

BUDGET SUMMARY

Subaward Number:

18-3528-32-569

	ITEM	PROJECT COST	AMOUNT TO BE REIMBURSED
1.1	Salaries (Participants)	\$67,734.40	\$ 33,867.20
1.2	NFPA 1001 Class & Textbooks (Participants)	\$5,862.10	\$2,931.05
1.3	Salaries (Staff)-Instructors	\$39,672.00	\$0
1.4	Benefits (Staff)	\$0	\$0
1.5	Travel (Participants)	\$2,460.00	\$1,230.00
1.6	Expendable Supplies Uniforms, Hood, Compliant Personal Protective Equip.	\$45,295.00	\$45,295.00
	TOTAL	\$161,023.50	\$83,323.25

BUDGET REIMBURSABLE BREAKDOWN

	SALARIES				
	Position(s) and Location (s)	Weeks Per Year:	Hours Per Week:	Hours Per Year:	Annual Salary
1.1	10 Participants	12	40x\$14.03@50%	480	\$33,867.20
1.2	NFPA 1001 Class \$500 x 10 Participants	10 Participants	\$500 Per Participant	10 x 500@50%	\$2,931.05
TOTAL					\$0
1.3	Instructor Salaries			\$0	\$0
1.4	Fringe Benefits			\$0	\$0
1.5	Travel			\$2,460.00 @50%	\$1,230.00
1.6	Expendable Supplies			\$45,295.00	\$45,295.00
GRAND TOTAL					\$83,323.25

General Terms and Conditions

Southern Mississippi Planning and Development District (**SMPDD**) and City of Gulfport (**COG**), referred to as the **SUBRECIPIENT**; accept the following terms and conditions.

1. Addresses and Conditions

All grant-related correspondence shall be in writing and shall either be personally delivered, sent by email, certified mail, or first class U. S. mail postage pre-paid, and addressed to the entities or persons listed below.

SMPDD/TDWDB

Shari White
1700 S. 28th Avenue
Suite B1
Hattiesburg, MS 39402

Allison Beasley
10441 Corporate Drive
Suite 1
Gulfport, MS 39503

2. Compliance with Laws and Rules

COG agrees to comply fully with all Federal and State rules, professional standards, policy issuances, policies, and procedures applicable to this grant or the programs it funds, including any changes or amendments taking effect during the grant performance period. Changes and amendments become binding upon actual or constructive notice, including publication, mailing, or hand-delivery.

COG shall conduct its workforce development programs in accordance with the Workforce Innovation and Opportunity Act (WIOA), and with rules, policies, procedures, statutes, regulations and official directives issued by the U. S. Department of Labor (DOL), State of Mississippi governmental agencies, and the Twin Districts Workforce Development Board (**TDWDB**)

3. Deliverables and Statement of Work

COG agrees to deliver the quality and quantity of services specified in this grant. All services shall be performed during the grant term.

COG shall utilize qualified staff to provide services funded by this grant.

COG ensures that staff has the knowledge, skills, and qualifications necessary to perform required services and possess licenses, permits, certifications and authorizations required by law. Timesheets and activities/duties performed by staff will be submitted to **SMPDD/TDWDB** upon request.

4. Reimbursement Provisions

- A. In no event shall the amount paid to **COG** by **SMPDD** for services exceed the amount identified as the "TOTAL AWARD" on the first page of this grant.

- B. **COG** shall be reimbursed only for actual and allowable expenses incurred in accordance with the accompanying budget narrative.
- C. All reimbursements shall be documented in accordance with DOL, and **SMPDD/TDWDB** policies and procedures, and are subject to monitoring, audit, disallowance, and recouping. **SMPDD/TDWDB** shall have no obligation to release cash payments until a proper and timely cash request and a reporting worksheet or invoice is submitted.
- D. **SMPDD/TDWDB** has the right to deny all or a portion of cash payment otherwise due to **COG** based upon any of the following:
- Failure to comply with any agreement provision, all of which are deemed to be material;
 - Failure to comply with applicable laws, rules, policies, or procedures;
 - Failure to resolve costs disallowed under this or any separate **SMPDD/TDWDB** agreement or contract;
 - Failure to repay amounts otherwise owed to the **SMPDD/TDWDB**; and
 - Failure to specify and justify cost related to training.
- E. **SMPDD/TDWDB** agrees to pay **SUBRECIPIENT** promptly (usually within thirty (30) days of receipt of the invoice). All invoices are subject to approval by **SMPDD/TDWDB**.

5. Indemnification and Hold Harmless

To the extent allowed by Mississippi law, the **SUBRECIPIENT** will indemnify **SMPDD/TDWDB** and any employees or officers thereof to claims, suits, legal actions, or damages that result from any negligent or wrongful act or omission of the **SUBRECIPIENT**.

6. Grant Termination

- A. Termination for Cause – **SMPDD/TDWDB** may immediately terminate this grant, in whole or in part, without limiting remedies, should the **SUBRECIPIENT** materially breach any of the grant's requirements, including these Terms and Conditions and requirements contained herein.

- B. Termination for Convenience – The grant may be terminated at any time by either party for convenience by giving thirty (30) calendar days advance written notice to the other party.
- C. Payment after Termination – In the event of early grant termination, initiated by either party for whatever reason, the **SUBRECIPIENT** shall only be entitled to receive reimbursement for costs incurred prior to the grant termination date. Reasonable closeout costs may be approved at **SMPDD/TDWDB's** sole discretion.
- D. Remedies Retained - Nothing in this grant shall be construed to limit either party's legal remedies, including but not limited to, the right to sue for damages, should either party materially violate any grant provisions.
- E. Availability of Funds (multi-term contractual agreements only)- It is expressly understood and agreed that the obligation of **SMPDD/TDWDB** to proceed under this grant is conditioned upon the appropriation of funds by the Mississippi Department of Employment Security and the receipt of state and/or Federal funds. If the funds anticipated for the continuing fulfillment of the grant are, at any time, not forthcoming or insufficient, either through the failure of the Federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the **SMPDD/TDWDB**, **SMPDD/TDWDB** shall have the right upon ten (10) working days' written notice to the **SUBRECIPIENT** to terminate the grant without damage, penalty, cost or expenses to **SMPDD/TDWDB** of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

7. Grant Modifications

A. Grant Changes

SMPDD/TDWDB may initiate agreement changes when such changes are required by the **MS Department of Employment Security (MDES)** or the DOL. Such changes, including any increase or decrease in the amount of the grant, may result in a written grant modification. Either party may request a grant renegotiation when circumstances, which are neither foreseen nor reasonably foreseeable by the parties at the time of the agreement, arise during the grant period. **SUBRECIPIENT** MUST submit ALL requests for grant modifications to, and receive written approval from, the **SMPDD/TDWDB** before implementing any changes to the project description, including services to be rendered and general operating procedures, performance and participant outcomes, and other terms and conditions of the grant.

B. Budget Adjustments

SUBRECIPIENT may make adjustments to line items in the budget narrative, *excluding salaries*, as long as the changes do not exceed 10% of the originally negotiated limit of a line item. Modifications to this grant or its attachments shall be valid only when written and signed by authorized representatives of the parties.

C. Price Adjustment

1. *Price Adjustment Methods.* Any adjustment in agreement price pursuant to a clause in this grant shall be made in one or more of the following ways:
 - by agreement on a fixed price adjustment before commencement of the additional performance;
 - by unit prices specified in the grant;
 - by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the grant; or
 - price escalation clause.
2. *Submission of Cost or Pricing Data.* The SUBRECIPIENT shall provide cost or pricing data for any price adjustments.

8. **Nondiscrimination, Equal Opportunity Provisions and Assurances**

- A. The **SUBRECIPIENT** must not illegally discriminate in determining who will be registered into or have access to any agreement in making employment decisions.
- B. The **SUBRECIPIENT** assures that it will comply fully with and agree to adhere to the following:
 - WIOA Section 188 which prohibits discrimination against all individuals on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief or on the basis of either citizenship or status as a lawfully admitted immigrant authorized to work in the United States;
 - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin;

- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- Executive Orders 13198 and 13279, which provide for equal treatment in Department of Labor programs for faith-based community organizations, protection of religious liberty, and limitation on employment of participants;
- The Buy American Act (41 U.S.C. 10a et seq.);
- Section 319 of Public Law 101-121, which restricts lobbying;
- The Clean Air Act, Section 306 (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15), Energy Policy and Conservation Act of 1975;
- The Davis-Bacon Act (40 U.S.C. 267a to 276a-7) as supplemented by the DOL regulations (29CFR part 5-Construction contracts in excess of \$2,000);
- Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented by DOL regulations (29CFR Part 3);
- Public Law 93-348 regarding the protection of human subjects involved in research;
- Hatch Act (5 U.S.C. 1501-1508 and 7324-7328); and
- Applicable State of Mississippi laws and directives.

C. Private employers, state, and local governments, employment agencies, and labor unions shall comply with the Americans with Disabilities Act of 1990. This legislation prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions, and privileges of employment.

An employer is required to make an accommodation to the known disability of a qualified applicant or employee if it would not impose an "undue hardship" on the operation of the employer's business. An employer is not required to lower quality or production standards to make an accommodation, nor is an employer obligated to provide personal use items such as glasses or hearing aids.

9. Financial Management, Reports, and Record Keeping

The **SUBRECIPIENT** shall comply with all **SMPDD/TDWDB**, Office of Management and Budget (OMB), and DOL rules, regulations, circulars, policies, and procedures on financial management for all contract expenditures. The **SUBRECIPIENT** shall ensure that its financial management systems provide the necessary internal controls, accounting records, and reporting systems to meet accepted accounting standards and comply with the applicable OMB uniform cost principles for the type of entity receiving the funds.

SMPDD/TDWDB reserves the right to inspect the **SUBRECIPIENT'S** financial management systems and to impose additional accounting requirements to ensure that accounting requirements are being met.

- A. Access to Records and Facilities – **SMPDD/TDWDB**, Federal monitors and auditors, and any persons duly authorized by the Federal government shall have full access to and the right to examine and copy any or all books, records, documents, and other materials regardless of form or type which are pertinent to grant performance or which reflect direct and indirect costs related to this grant. Access right shall continue during the record retention period after the grant's ending date.

This access right shall extend to all business hours and places where any grant activity is conducted. The **SUBRECIPIENT** shall include these access requirements in all subcontracts.

- B. Audits and Monitoring – The **SUBRECIPIENT** shall adhere to applicable Office of Management and Budget (OMB) Circulars and other applicable Federal, State of Mississippi, and **SMPDD/TDWDB** regulations, policies, and procedures governing audits and monitoring.

All Non-Federal entities that expend \$750,000 or more during the Non-Federal entity's fiscal year in total Federal awards from all funding sources must have a single audit conducted for that year, in accordance with 2 CFR 200. All for-profit organizations that expend \$750,000 or more during the for-profit's fiscal year in total federal awards must have a single audit conducted for that year in accordance with 2 CFR 200.

The **SUBRECIPIENT** shall regularly and adequately oversee and monitor its activities to ensure full compliance with WIOA regulations and grant obligations. Actual performance should be compared to the planned goals periodically. Corrective action procedures should be implemented, or technical assistance requested when problems are noted. **SMPDD/TDWDB** may also monitor this agreement. Federal agencies may also monitor this grant from time to time.

- C. Program Income – Any revenue generated by this grant, except profit generated by a for-profit entity, up to the limit set in the Budget Narrative, shall be considered program income. Program income must be tracked by funding source and reported to **SMPDD/TDWDB** on the monthly reporting worksheet. All program income must be spent on allowable WIOA activities in accordance with State and Federal requirements. The **SUBRECIPIENT** agrees to comply with **SMPDD/TDWDB** policies regarding charging of fees. Fees shall be reviewed and approved in advance by the **SMPDD/TDWDB**. No fees will be imposed upon any individuals for the receipt of services funded under this grant.
- D. PELL, Trainee Financial Assistance, and Other WIOA Cost Reductions – The **SUBRECIPIENT** shall identify training costs supported or paid by other Federal, State, or local programs such as PELL Grants, the Trade Adjustment Act (TAA), Veterans programs, Vocational Rehabilitation, and other financial assistance for students, in order to ensure that WIOA funds are used in addition to funds otherwise available.
- E. Maintenance of Effort – The **SUBRECIPIENT** agrees to expend funds received pursuant to this grant to supplement and not to supplant existing programs and activities.
- F. Additional Funding – The **SUBRECIPIENT** will submit to **SMPDD/TDWDB** notice of receipt of any Federal, State, or local grants or other funding that significantly affects costs, quality, or quantity of grant services.
- G. Resolution of Disallowed Costs – The **SUBRECIPIENT** agrees to participate in and be bound by determinations arising out of the **SMPDD/TDWDB** disallowed cost resolution and grievance procedures. If the **SUBRECIPIENT** violates or permits violation of the grant terms or conditions, the **SUBRECIPIENT** shall repay to **SMPDD/TDWDB** the amount of funds directly related to the violation. If a grant cost is disallowed after payment has occurred, the **SUBRECIPIENT** shall repay the amount of the disallowance to **SMPDD/TDWDB** within thirty (30) calendar days or on a written alternative schedule assigned by **SMPDD/TDWDB**. Grant funds shall not be used to repay questioned or disallowed costs.
- H. Taxes – It is mutually agreed that all applicable payroll taxes, unemployment contributions, and other taxes, insurance or other expenses for the **SUBRECIPIENT'S** staff, shall be paid as and when due as agreed upon by the **SUBRECIPIENT**.
- I. Travel – The **SUBRECIPIENT** must comply with the applicable requirements of the Federal Travel Regulations provided by the U. S. General Services Administration. In the absence of an acceptable **SUBRECIPIENT** policy regarding travel costs, the rates and amounts established under subchapter 1 of Chapter 57 of Title 5, U. S. Code, will apply.

- J. Rebates – The **SUBRECIPIENT** agrees to notify **SMPDD/TDWDB**, in writing, of any income resulting from lease/rental rebates or other rebates, interest, credits of any other financial benefits generated by the agreement. Action shall be taken to reimburse SMPDD/TDWDB for such income appropriately.
- K. Confidentiality – The use or disclosure of any information concerning WIOA program applicants or participants for any purpose not directly connected with the administration of this contract is prohibited, except as required by law or as authorized by written consent of an applicant or a participant, or by his/her legally authorized representative.

All medical information and information regarding a participant's disability or any medical conditions must be kept confidential and maintained in a file separate from the participant's file.

- L. Consultants – Consultant fees paid under this contract shall be limited to \$300 per day without **SMPDD/TDWDB** written approval of a higher rate.
- M. Fair Pricing – If any grant costs or prices are significantly increased or decreased as a result of defective information submitted by the **SUBRECIPIENT**, **SMPDD/TDWDB** reserves the right to renegotiate the grant or to disallow and collect funds obtained by the **SUBRECIPIENT** due to false or negligently submitted information.
- N. Fair Competition – The **SUBRECIPIENT** assures that prices and costs have been arrived at independently, without consultation, communication, or agreement to restrict competition. This does not preclude or impede the formation of a consortium of companies and agencies.
- O. Litigation Expenses – Grant funds cannot be used for litigation against the **SMPDD/TDWDB** or the Federal Government.
- P. Record Maintenance – The **SUBRECIPIENT** shall maintain and safeguard participant files and records, project records and documents, and evidence of accounting procedures and practices. Records must be sufficient to justify all payments claimed and paid under this grant. These records shall be retained and made available to **SMPDD/TDWDB**, MDES, and Federal agents as follows:
- Retain all records for at least three (3) years after submittal of the grant closeout package to the **SMPDD/TDWDB**;
 - Retain all records of nonexpendable property acquired in whole or in part by grant funds for at least three (3) years after disposition of such property;

- Retain all grant records beyond three (3) years if any litigation or audit is begun or if a notice of such or claim is instituted involving this grant. In this instance, records will be retained until the litigation, audit, or claim has been fully and finally resolved; and
- Records regarding discrimination complaints and actions taken thereto are confidential and shall be maintained for not less than three (3) years from the final resolution of the discrimination complaint.

Records must be stored in such a manner that will preclude their loss or damage. The **SUBRECIPIENT** will be responsible for the costs of record storage. Grant records must be adequately marked and stored to facilitate the identification and retrieval of all grant records.

- Q. Cost Limitations-The **SUBRECIPIENT** shall comply with the cost limits described in 2 CFR 200. Also, expenditures for the total grant award and each cost category shall not exceed the budget without approval from **SMPDD/TDWDB**.
- R. Modifications-The **SUBRECIPIENT** shall be restricted to processing only **one (1)** modification during each quarter for each basic grant agreement. Exceptions will be made if financial obligations must be altered immediately.
- S. Performance Review- **SMPDD/TDWDB** shall evaluate the participant data and fiscal reports for the grant at the end of each quarter. The review will include an analysis of goal achievement, expenditure levels, cost limitation by cost category, and other related items. If the grant performance is not satisfactory, the agreement may be modified or terminated.

Reporting Requirements-

1. Program Planning Summary *(If Applicable)*

The Program Planning Summary (PPS) displays cumulative participant and expenditure goals by quarter for WIOA-funded activities. A separate PPS must be completed for each project or activity. The basic agreement must include the initial PPS. The goals/ measures entered on each PPS should agree with goals explained in the contract Statement of Work. Revisions may be accepted on a quarterly basis and must be included in contract modifications that reflect changes in the goals and measures or changes in the budget.

Reporting Worksheet

The Reporting Worksheet is a concise report of accruals and actual disbursements for the reported quarter plus cumulative expenditures to date for the contract period. A printed worksheet form showing each activity listed on the agreement Budget Summary page will be mailed quarterly to the **SUBRECIPIENT**. By the seventh (7th) calendar day after the end of each quarter, the **SUBRECIPIENT** must

submit the worksheet reporting expenditures through the end of the previous quarter, which is the reported quarter.

Closeout Package

The **SUBRECIPIENT** is required to submit a completed closeout package to **SMPDD/TDWDB** within thirty (30) days after the ending date of the contract. Each closeout package shall bear original signatures. Closeout package shall include financial, performance and other information as required by **SMPDD/TDWDB**.

10. Prohibitions

- A. Lobbying – The **SUBRECIPIENT** certifies, by the initials of the primary signatory below, that it complies with Section 319 of Public Law 101-121 and with 29 CFR 93, which restricts lobbying. The **SUBRECIPIENT** shall make available, upon request, certification of compliance. The **SUBRECIPIENT** shall also make available, upon request, lobbying disclosure information as required by 20 CFR 667.200 (e). The initials of Primary Signatory below is a prerequisite for making or entering into this agreement imposed by Section 1352, Title 31, U.S. Code.

_____ Initials of Primary Signatory _____ Date

- B. Drug-Free Workplace Certification – The **SUBRECIPIENT** certifies that it complies with the requirements for a drug-free workplace, codified at 29 CFR Part 98.

- C. Debarment and Suspension – The **SUBRECIPIENT** certifies, by the initials of the Primary Signatory below, that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, Debarment, Suspension and Ineligibility codified at 48 CFR, Part 9, Subpart 9.4, and that it will not subcontract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs.

_____ Initials of Primary Signatory _____ Date

- D. Non-Employee Status of Trainees – Trainees in programs under this agreement are not considered to be Federal, State, or **SMPDD** employees.

- E. Employment Terms, Benefits, and Working Conditions – All participants employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under this contract may be used for contributions on behalf of trainees to retirement systems or plans.

- F. Political Activity – WIOA funds shall not be provided for any program that involves political activities, pursuant to WIOA Section 195.

- 11. Grievances, Complaints and Disputes** – The **SUBRECIPIENT** may either adopt its grievance and complaint procedure, which must comply with **SMPDD/TDWDB** requirements for WIOA grievance procedures or shall adopt and utilize the **MDES'S** grievance and complaint procedures.

The **SUBRECIPIENT** shall promptly notify **SMPDD/TDWDB** upon receiving any grievances or complaints filed against the **SUBRECIPIENT** or its subcontractors regarding WIOA. The **SUBRECIPIENT** must ensure that all subcontractors, including On-the-Job Training employers, have employee grievance procedures that address, at a minimum, the terms and conditions of WIOA employment. The **SUBRECIPIENT** may, in turn, elect to allow its subcontractors to utilize either the **SUBRECIPIENT'S** or **SMPDD/TDWDB'S** grievance and complaint procedures.

12. Program Rules and Conditions

- A. The **SUBRECIPIENT** shall conduct all agreement activities at locations known to and approved in advance by **SMPDD/TDWDB**. Location changes shall require prior written consent by **SMPDD/TDWDB**.
- B. All program, training and subsidized worksites shall observe health and safety standards as established and required by Federal and State laws and regulations.
- C. Training and subsidized worksites must provide customers with assignments designed to keep them engaged in constructive activities overseen by skilled instructors or supervisors. Work assignments must correspond to each customer's training area.
- D. Worksites must keep accurate time and attendance records to substantiate the individual's participation.
- E. The **SUBRECIPIENT** shall provide orientation, during which participants shall be informed of program requirements and objectives.

13. Publicity and Public Announcements

- A. No funds provided under this grant shall be used for the preparation, printing, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or film presentation designed to lobby, support, or defeat legislation pending before the U. S. Congress or the State of Mississippi. No grant funds may be used to influence federal or state legislation or appropriations.

- B. When issuing statements, press releases, and requests for proposals, bid solicitations, and other documents describing programs funded in whole or in part by this grant, the **SUBRECIPIENT** shall state that the program will be financed with Federal funds. The **SUBRECIPIENT** will acknowledge **SMPDD/TDWDB** as a funding source in any press releases, public statements or any other documents related to their WIOA-funded operations. Also, news releases should include information that the WIOA-funded program is an equal opportunity program or indicate that discrimination in the WIOA-funded program is prohibited by Federal law.

14. Conflict of Interest

- A. Every reasonable course of action will be taken by the **SUBRECIPIENT** in order to maintain the integrity of grant expenditures and to avoid any favoritism or illegal conduct. This grant will be administered impartially, free from improper personal, financial, or political gain.
- B. The **SUBRECIPIENT** shall have a written Code of Conduct. The Code of Conduct shall contain penalties, sanctions, or other disciplinary actions. The Code of Conduct shall apply to the **SUBRECIPIENT'S** staff. The Code of Conduct shall ensure that no one in a decision-making capacity shall have an improper conflict of interest. The Code of Conduct shall also address nepotism.

15. Subcontracts

- A. Grant work shall not be subcontracted, assigned, or delegated without **SMPDD/TDWDB** written consent. Subcontracts, if approved, shall contain applicable contract/grant requirements. The **SUBRECIPIENT** shall be responsible for subcontractor compliance and shall ensure that the subcontractor spends funds only for allowable activities. This paragraph does not apply to On-the-Job Training agreements with employers, Individual Training Accounts issued to participants, and Supportive Service payments delivered in accordance with **SMPDD/TDWDB** policies and procedures.

16. Waivers and Severability

- A. A failure by **SMPDD/TDWDB** to exercise its grant rights shall not constitute a waiver of any agreement right.
- B. If any part of this grant is declared invalid by a court, the remaining parts shall remain in full force and effect.

17. Resolution of Conflicting Provisions

If any provision of this grant conflicts with Federal or State law, the conflict will be resolved by giving precedence in the following order:

- A. The existing or hereinafter Workforce Innovation and Opportunity Act (WIOA) and the DOL's rules relating to WIOA;
- B. State of Mississippi laws, rules, and directives, including the State WIOA plan and its modifications; and
- C. This grant and its modifications.

18. Independent Capacity of SUBRECIPIENT

The parties declare that the **SUBRECIPIENT** and any agents and employees of the **SUBRECIPIENT**, are acting independently and are not officers, employees, or agents of **SMPDD/TDWDB**.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Deana Burns, Administrative Assistant
Police Department

Date: 4/29/2019

Subject: Resolution - approving the temporary closure of municipal right of way for the Gulfport Police Officer Memorial Ceremony to be held on Friday, May 17, 2019, and for related purposes.

Recommendation:

Gulfport Police Department

Memorandum



To: Mayor Bill Hewes
From: Chief Leonard Papania
Date: Monday, April 29, 2019
Re: **Request for Road Closure for Police Memorial**

Please consider this request for road closure at 23rd Avenue and 15th Street and the block off of the west side alley area east of the Water Department on 15th Street, for Friday, May 17, 2019 from 7am-12pm for the Gulfport Police Department Officer Memorial Ceremony. This ceremony is held every year on the front steps of the Police department at 2220 15th Street.

Thanking you in advance.



Police Memorial Ceremony 5/17/19

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 _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

MAYOR



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Elizabeth MacMillan, Office Manager
Leisure Services

Date: 4/29/2019

Subject: Resolution - approving the temporary closure of municipal right of way for the 2019 Sugarplum Parade to be held on Saturday, December 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 _____, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

MAYOR



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

Date: 4/24/2019

Re: Letter Requesting Road Closure Approval for 2019 Sugarplum Saturday Parade

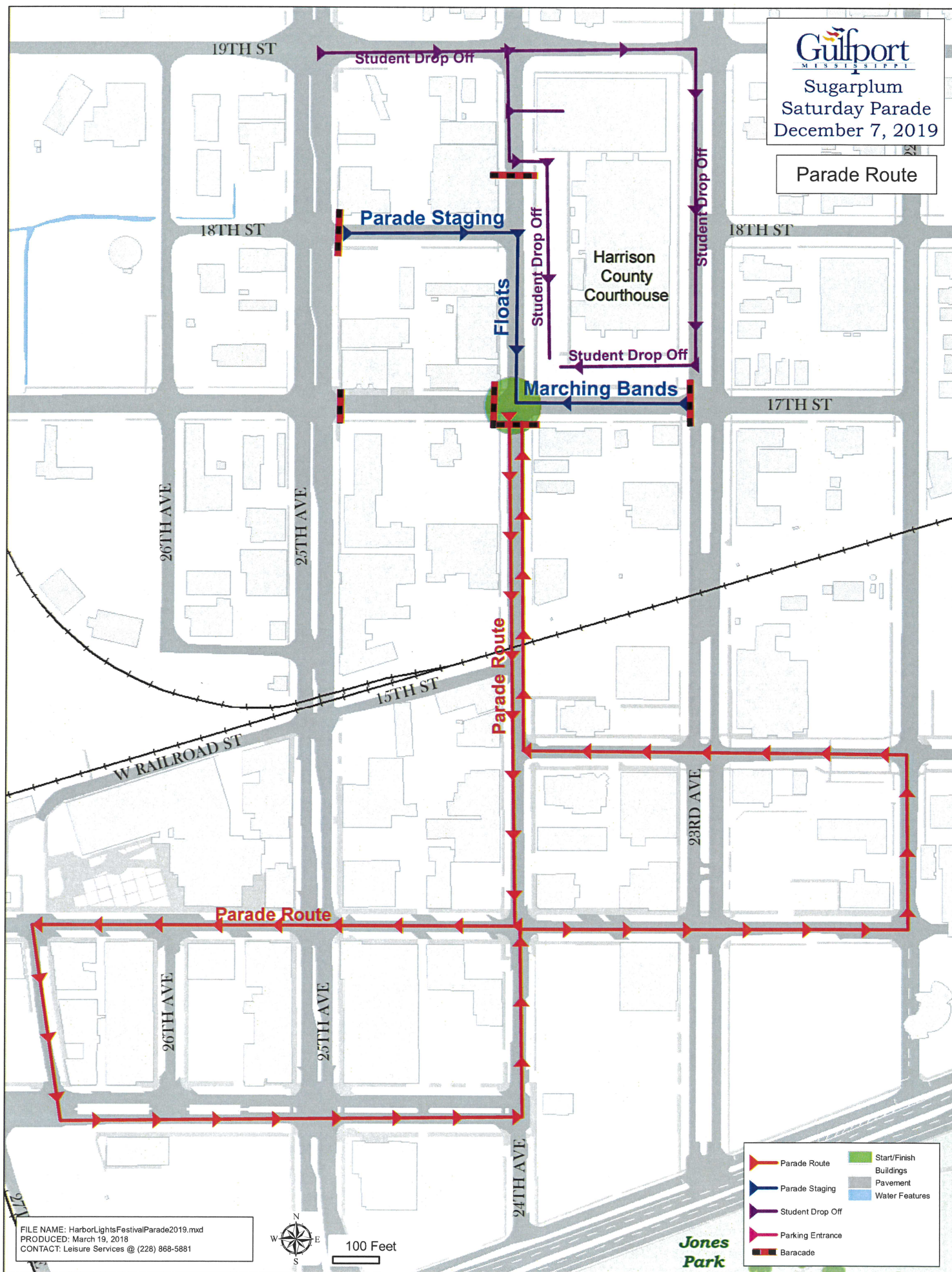
The Sugarplum Saturday Parade is scheduled for Saturday, December 7th, 2019. The parade will start at 6pm. We are requesting a road closure for the parade route, which will include the following streets:

Parade will start at the intersection of 17th Street and 24th Avenue;
Parade will head south on 24th Avenue;
Parade will turn west on 14th Street;
Parade will head west across the intersection of 14th Street/25th Avenue;
Parade will turn south on 27th Avenue;
Parade will turn east on 13th Street;
Parade will turn north on 24th Avenue;
Parade will turn east on 14th Street;
Parade will turn north on 22nd Avenue;
Parade will turn west on 15th Street;
Parade will turn north on 24th Avenue;
Parade will disband north of the intersection of 17th Street and 24th Avenue

*Gulfport Police Department has approved of this parade route

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

Gus Wesson





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Elizabeth MacMillan, Office Manager
Leisure Services

Date: 4/29/2019

Subject: Request - to change the Holiday Event Coordinator position to a Maintenance Technician
- Leisure Services Department.

Recommendation:



DEPARTMENT OF
LEISURE SERVICES

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

Jones Building
1422 23rd Avenue
Gulfport, MS 39501

To: Dr. John Kelly, CAO
City Council

cc: Mayor Billy Hewes

From: Gus Wesson, Director of Leisure Services

Date: April 29, 2019

Re: Request to Change Job Title and Description

We are proposing a change to a position that has been recently vacated in the Department.

We would like to change the Holiday Event Coordinator position to a Maintenance Technician. The salary will be the same. This change will result in increased productivity for the Department.

This change, along with the job description, have been approved by Human Resources. Please advise if additional information is needed.

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

Gus Wesson, Director



City of Gulfport, Mississippi
Job Description

Maintenance Technician

(MTLS)

Department: 415

EEO Class: Service Workers

Date Written: 4.3.2019

FLSA Status: Non-Exempt

Date Approved:

Position Overview

The Maintenance Technician is under direct supervision of the Building Maintenance Superintendent and/or the Lead Maintenance Technician. This position perform duties in construction and/or maintenance operations and will provide support in maintaining City of Gulfport structures and facilities, including but not limited to Parks, playgrounds, and splash pads.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, May include the following. Other related duties may be assigned.

- Execute inspections of buildings, piers, playgrounds.
- Maintenance and repair of City properties.
- Conducts preventive maintenance inspections of buildings and facilities.
- Performs minor repair of electrical wiring.
- Performs minor repair of plumbing fixtures.
- Performs minor construction repair.
- Performs semi-skilled maintenance tasks, including minor plumbing repair, lighting repairs, HVAC tasks, and carpentry.
- Operates and uses a variety of tools and equipment related to the maintenance function.
- May assist in the set up and break down of Special Events, including stages.
- Periodically required to perform after hours service calls including on call weekend status.

Knowledge, Skills and Abilities

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- Considerable knowledge of the standard methods, materials tools and equipment utilized in area of work assignment. This will include

being able to read blueprints and drawings and considerable knowledge in measurements.

- Knowledge of building and mechanical preventative maintenance programs.
- Considerable knowledge of the work hazards and applicable safety precautions associated with area of work assignment.
- Ability to follow oral and written instructions.
- Ability to prepare routine work reports of activities undertaken.
- Ability to apply basic troubleshooting techniques in the field and resolve problems efficiently and independently.
- Ability to take an active part in building construction and maintenance activities.
- Electrical, plumbing and carpentry skills are required.
- Ability to operate construction equipment in a safe professional manner including trailer operations and hauling of same.

Education and Experience

High school graduate or equivalent; and two years' experience in one of more of the building trades.

Required Licenses or Certificates

Must possess a valid Mississippi driver's license.

Physical Demands and Working Conditions

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical requirements involve frequent walking, standing, bending stopping, some unassisted lifting, carrying, pushing and/or pulling of moderately heavy objects of 50+ pounds and occasionally objects up to 100+ pounds, with the assistance of other employees and/or equipment as appropriate. Requires the ability to speak and signal people to convey or exchange information. Requires the ability to coordinate hands and eyes accurately for manipulating small items, and manual dexterity necessary to operate equipment. Subject. Working conditions are both indoors and outdoors.



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Elizabeth MacMillan, Office Manager
Leisure Services

Date: 4/29/2019

Subject: Request - to change a Marina Assistant position from Part-Time Plus to Full-Time - Leisure Services Department.

Recommendation:



**DEPARTMENT OF
LEISURE SERVICES**

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

Jones Building
1422 23rd Avenue
Gulfport, MS 39501

To: City Council
Dr. John Kelly

cc: Mayor Billy Hewes
Cheryl Millender, Human Resources Manager

From: Gus Wesson, Director

Date: April 29, 2019

Subject: Change Status of a Position from PT+ to FT

We are requesting to change a Marina Assistant position from PT+ to FT. This position is currently working 32 hours a week and at times has been working 40 hours a week to accommodate the work schedule in the Marina. The cost for this change would be \$9,520.99 and is currently in the Marina budget. This change would assist greatly in the staffing schedule as they are currently working with a tight schedule.

Should you have any questions or issues, please feel free to contact me.

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

Gus Wesson, Director



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Karen McCarty, Grants Management
Community Development

Date: 4/29/2019

Subject: Request - permission to advertise for CDBG-HOME 2019 Public Service Applications for Funding and 30-day Public Review of Draft and Public Hearing Notice.

Recommendation:

Memorandum - *City of Gulfport...*

Community Development Department

To: Mayor Billy Hewes
John Kelly, Chief Administrative Officer
Council Members – Kenneth ‘Truck’ Casey, Jr., Ron Roland, Ella Holmes-Hines,
R. B. ‘Rusty’ Walker, IV, Myles Sharp, Robert ‘R. Lee’ Flowers, Cara L. Pucheu

CC: Linda Elias, Comptroller

From: Karen C. McCarty,
Federal Programs Administrator *KCM*

Date: April 29, 2019

Council Agenda – May 7, 2019

Request to advertise for fiscal year 2019 CDBG and HOME Programs open application period for public service agencies programs and proposed projects, and 30-day public draft notice and public hearing notice

Approximate Dates:

Application process begins May 8 – May 29, 2019

Projects and programs identification for funding – thru June 16, 2017

30-day Action Plan, Amendments public notification and public hearing – June 10 2019 – July 12, 2019

Council approval and submittal to HUD – actual submittal dates to HUD will be determined by HUD, but not later than August 16, 2019.

The fiscal year begins January 1, 2019 to December 31, 2019.

Funding Source: Entitlement Community Development Block Grant Program and HOME Programs

**ELIGIBLE NON-PROFIT ORGANIZATIONS
FOR PUBLIC SERVICE PROGRAMS AND PROJECTS**

The City of Gulfport Community Development Department will be accepting Applications for Program funding for its 2019 Fiscal Year Community Development Block Grant and HOME Consortium Entitlement Funding for eligible programs, projects and administration based on the current year funding.

Applications will be taken from May 8 – May 29, 2019. Applications and information on eligible activities are available from The City of Gulfport Community Development Department at 1410 24th Avenue, Gulfport, MS 39501.

Please call: 228-868-5705, ext. 6545 or Email: kmccarty@gulfport-ms.gov

**ADVERTISE ONE DAY - MAY 8, 2019
BLOCK STYLE – NON-LEGAL**

**NOTICE OF AVAILABILITY OF DRAFT AND PUBLIC HEARING NOTICE
CDBG AND HOME ENTITLEMENT PROGRAMS
FY 2019 ANNUAL ACTION PLAN
CITIZEN PARTICIPATION PLAN
30-DAY COMMENT PERIOD
(June 10, 2019 to July 12, 2019)**

A draft copy of the 2019 Annual Action Plan for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Entitlement Programs and amendments to prior years are available for review and comment by the public and other interested groups. This annual plan contains the short-term goals and strategies, including specific activities recommended for funding in the next fiscal year.

The thirty day (30) review and comment period is June 10-July 12, 2019, A public hearing will be held on June 27, 2019, 5:30 p.m. in the Gulfport City Hall Council Chambers, 2309 15th Street.

Those persons needing assistance, or with special needs, must contact the Community Development Department at 228-868-5705, ext. 6545 at least three days prior to the hearing.

Copies are available at the Community Development Division located at 1410 24th Avenue and City Hall, 2309 15th Street and on the City of Gulfport website www.gulfport-ms.gov. Written comments may be sent to: Community Development Division at (228) 868-5705, ext. 6545 or email communitydevelopment@gulfport-ms.gov.

**ADVERTISE ONE DAY - JUNE 10, 2019
BLOCK STYLE – NON-LEGAL**



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 3/25/2019

Subject: Budget Amendment #49 - to increase CNET Operating Supplies as a result of funds received from drug restitution.

Recommendation:

Gulfport Police Department

Interoffice Memo

Date: March 25, 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 43654 in the amount of \$141.37

Check Number 43762 in the amount of \$50.00

Total..... \$191.37

Revenue line item 285-492600.....\$191.37

Expense line items to be increased:

286-610700 Police Narcotics Task Force Operating Supplies \$191.37

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.

City of Gulfport

Budget Amendment Request

Fund Name	<u>CNET</u>		Date	<u>03/25/19</u>
Department #	<u>286/285</u>		Budget Entry #	<u>2019-49</u>
Department Name	<u>Police Dept</u>			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	75,013	7,729	191	82,933
Other Services	-	-	-	-
Capital	-	-	-	-
Total	75,013	7,729	191	82,933
Revenue 285-492600	-	7,729	191	7,920

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes.

Amendment # 2019-49



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 3/25/2019

Subject: Budget Amendment #50 - to increase Police Department Supplies (photo) as a result of funds received from PropertyRoom.com.

Recommendation:

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Leonard Papania

Date: March 25, 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 (38529) amount of \$223.57

Line Item	Increase	Increase
Police Revenue 010-502500	223.57	
Photo & Fingerprint 213-615200		223.57
Total	223.57	223.57

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

City of Gulfport

Budget Amendment Request

Fund Name	<u>Police Dept</u>		Date	<u>03/25/19</u>
Department #	<u>213/010</u>		Budget Entry #	<u>2019-50</u>
Department Name	<u>Police Dept</u>			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	1,387,354	(7,065)	224	1,380,512
Other Services	-	-	-	-
Capital	-	-	-	-
Total	1,387,354	(7,065)	224	1,380,512
Revenue 010-502500	101,683	9,895	224	111,802

This check was issued to the City of Gulfport from Property Room.com and permission is requested to place these funds in the account above.

Amendment # 2019-50



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 4/15/2019

Subject: Budget Amendment #51 - to increase Police Department Wireless Data (Services) from funds received from Department of Public Safety Wireless Communication money.

Recommendation:

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Leonard Papania

Date: April 15, 2019

Re: Budget Amendment

The following money was deposited on April 16th to the City of Gulfport from Department of Public Safety from the Wireless Communication money. This money will be used to pay wireless accounts through-out the year and I request your permission to place these funds in the account below.

Line Item	Increase	Increase
Revenue 010-502500	41,894.64	
Wireless Data (Services) 214-627900-95417		41,894.64
Total	41,894.64	41,894.64

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

City of Gulfport

Budget Amendment Request

Fund Name	<u>Police Dept</u>		Date	<u>04/16/19</u>
Department #	<u>214/010</u>		Budget Entry #	<u>2019-51</u>
Department Name	<u>Police Dept</u>			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	50,857	61,831	41,895	154,582
Capital	-	-	-	-
Total	50,857	61,831	41,895	154,582
Revenue 010-502500	101,683	9,913	41,895	153,490

This money was deposited on April 16th to the City of Gulfport from Department of Public Safety from the Wireless Communication money. This money will be used to pay wireless accounts through-out the year.

Amendment # 2019-51



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 4/26/2019

Subject: Budget Amendment #52 - to increase Police Department photo/fingerprinting line item with funds received from PropertyRoom.com.

Recommendation:

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Leonard Papania

Date: April 26, 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 (39047) amount of \$3,616.52

Line Item	Increase	Increase
Police Revenue 010-502500	3,616.52	
Photo & Fingerprint 213-615200		3,616.52
Total	3,616.52	3,616.52

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

City of Gulfport

Budget Amendment Request

Fund Name	<u>Police Dept</u>		Date	<u>04/29/19</u>
Department #	<u>213/010</u>		Budget Entry #	<u>2019-52</u>
Department Name	<u>Police Dept</u>			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	1,387,354	(7,901)	3,617	1,383,069
Other Services	-	-	-	-
Capital	-	-	-	-
Total	1,387,354	(7,901)	3,617	1,383,069
Revenue 010-502500	101,683	52,744	3,617	158,044

This money was deposited to the City of Gulfport from Property Room.com and permission is requested to place these funds in the account above.

Amendment # 2019-52



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Pam Winston, Grants
Police Department

Date: 3/27/2019

Subject: Budget Amendment #53 - to increase Police Department Training / Salary line item with funds received from dispatch training.

Recommendation:

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Leonard Papania

Date: March 27, 2019

Re: Budget Amendment

The following money was deposited into the City account on February 14th, 2019 for Dispatch training and I request your permission to place these funds in the account below.

Line Item	Increase	Increase
Police Revenue 010-502500		713.12
Training Program 213-622300	350.00	
Salary 213-600100	363.12	
Total	713.12	713.12

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

City of Gulfport

Budget Amendment Request

Fund Name	<u>Police Dept</u>		Date	<u>04/29/19</u>
Department #	<u>213/010</u>		Budget Entry #	<u>2019-53</u>
Department Name	<u>Police Dept</u>			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	<u>14,689,885</u>	<u>(465,009)</u>	<u>363</u>	<u>14,225,239</u>
Supplies	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Other Services	<u>2,044,430</u>	<u>(1,955)</u>	<u>350</u>	<u>2,042,825</u>
Capital	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total	<u>16,734,315</u>	<u>(466,964)</u>	<u>713</u>	<u>16,268,064</u>
Revenue 010-502500	<u>101,683</u>	<u>56,361</u>	<u>713</u>	<u>158,757</u>

This money was deposited to the City of Gulfport for Dispatch training and permission is requested to place these funds in the accounts above.

Amendment # 2019-53



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Elizabeth MacMillan, Office Manager
Leisure Services

Date: 4/29/2019

Subject: Budget Amendment #54 - to transfer funds within the Leisure Services Department Budget.

Recommendation:



**DEPARTMENT OF
LEISURE SERVICES**

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

Jones Building
1422 23rd Avenue
Gulfport, MS 39501

To: Linda Elias, Comptroller
Travis Hart, Finance Manager

From: Gus Wesson, Director

Date: April 29, 2019

Subject: Budget Amendment Request to Purchase New Trucks

The Department of Leisure Services is requesting a Budget Amendment to transfer funds in order to purchase (2) new trucks for the Department. We are requesting that \$3,500 be moved from account 411-610700 Operational to 411-63200 Vehicles.

Should you have any questions or issues, please feel free to contact me.

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

Gus Wesson, Director

City of Gulfport

Budget Amendment Request

Fund Name	<u>Leisure Services</u>		Date	<u>04/29/19</u>
Department #	<u>411</u>		Budget Entry #	<u>2019-54</u>
Department Name	<u>Leisure Services</u>			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	961,072	18,602	(3,500)	976,174
Other Services	-	-	-	-
Capital	1,399	87,858	3,500	92,757
Total	962,471	106,460	-	1,068,932
Revenue	-	-	-	-

The Department of Leisure Services is requesting a Budget Amendment to transfer funds in order to purchase two new trucks for the Department.

Amendment # 2019-54



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Natasha Tate, Assistant to the Fire Chief
Fire Department

Date: 4/29/2019

Subject: Budget Amendment #55 - allocation of SMPDD WIOA Grant Funds - Fire Department.

Recommendation:



MIKE BEYERSTEDT
Fire Chief

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5950
Fax: 228-868-5989

To: Linda Elias, Comptroller
From: Mike Beyerstedt, Fire Chief
Date: April 22, 2019
Subject: Budget Amendment / Reallocation of Funds

Gulfport Fire Department
1515 23rd Avenue
Gulfport, MS 39501

Upon approval of the WIN Job Center Workforce Innovation & Opportunity Action (WIOA) Grant CFDA # 17-258 & 17-278, the Gulfport Fire Department (290) is requesting line item fund(s) allocation for:

Group 61 Supplies Services

Description	Object	Increase/Decrease	Amount
Uniforms	612500	I	39,554.25

This money will be for the purchase of Personal Protective gear and equipment as required by NFPA 1971 Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting.

Group 63 Capital

Description	Object	Increase/Decrease	Amount
Capital -	pending	I	\$43,769.00

This money will be for the purchase of two (2) YAMAHA outboard motors under Mississippi State contract #8200041209. All purchases will be coordinated through the Purchasing Department.

If you have any questions on this request, please feel free to call me.

City of Gulfport

Budget Amendment Request

Fund Name	Fire Dept.	Date	4/22/2019
Department #	290	Budget Entry #	
Department Name	Fire		

FY19 Original Budget	Prior Amendments	This Amendment	Revised Budget
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Personal Services	11,285,176	-		11,285,176
Supplies	717,684	-	39,554	757,238
Other Services	641,241	(32,581)	-	608,660
Capital Outlay	215,717	32,581	43,769	292,067
Total	12,859,818	-	83,323	12,943,141
 Grand Total	 12,859,818	 -	 166,647	 12,943,141

Council approval for line item adjustments for purchase of two (2) YAMAHA outboard motors for fire department marine response boat and fire protective gear and equipment

City of Gulfport

Budget Amendment Request

Fund Name	<u>Fire Dept</u>		Date	<u>04/29/19</u>
Department #	<u>290</u>		Budget Entry #	<u>2019-55</u>
Department Name	<u>Fire Dept</u>			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	<u>11,285,176</u>	<u>-</u>	<u>-</u>	<u>11,285,176</u>
Supplies	<u>717,684</u>	<u>-</u>	<u>39,554</u>	<u>757,238</u>
Other Services	<u>641,241</u>	<u>(32,581)</u>	<u>-</u>	<u>608,660</u>
Capital	<u>215,717</u>	<u>32,581</u>	<u>43,769</u>	<u>292,067</u>
Total	<u>12,859,818</u>	<u>-</u>	<u>83,323</u>	<u>12,943,141</u>
Revenue	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

Council approval requested for line item adjustments for purchase of two Yamaha motors for fire department marine response boat and fire protective gear and equipment.

Amendment # 2019-55



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Sherry Dulaney, Accounts Payable Supervisor
Accounts Payable

Date: 4/26/2019

Subject: Docket of Claims - to be approved through May 8, 2019.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Cherie Randall, Accountant
Finance

Date: 4/4/2019

Subject: Associated Adjusters Check Registers - for workers' comp and general liability claims paid during March, 2019 - to be made a part of the minutes.

Recommendation:

To: Mayor Billy Hewes
Council President F. B. "Rusty" Walker, IV
Councilwoman Ella Holmes-Hines
Councilwoman Cara L. Pucheu
Councilman Kenneth L. Casey, Sr.
Councilman Ronald "Ron" Roland
Councilman Myles Sharp
Councilman Robert "R..Lee" Flowers

CC: Dr. John Kelly, CAO

From: Linda Elias, Comptroller

Date: April 4, 2019

Re: Monthly Check Register from Associated Adjusters

Attached are the reports from Associated Adjusters of payments made on Workers' Compensation and General Liability claims for the month of March, 2019 to be approved and made a part of the minutes of the April 16, 2019 Council meeting.

If you have any questions, please call my office at any time.

8:24 am

Report Criteria: Transaction Date Range = 3/1/2019 - 3/31/2019 Filter = Transaction Type in (Check, Voided) and Checking Account = 'City of Gulfport-HB Claims Contingency ' and Branch = 'Associated Adjusters International'

Checking Account Is City of Gulfport-HB Claims Contingency

<u>Transaction Type</u>	<u>Check Number</u>	<u>Payee Name</u>	<u>Transaction Amount</u>
<u>Transaction Date</u>	<u>Void Date</u>		
Check	22312		\$62.74
03/01/2019			
Check	22313		\$81.67
03/01/2019			
Check	22314		\$95.00
03/01/2019			
Check	22315		\$301.41
03/01/2019			
Check	22316		\$371.20
03/04/2019			
Check	22317		\$24.71
03/07/2019			
Check	22318		\$79.72
03/07/2019			
Check	22319		\$113.94
03/07/2019			
Check	22320		\$155.19
03/07/2019			
Check	22321		\$231.67
03/07/2019			
Check	22322		\$266.27
03/07/2019			
Check	22323		\$622.08
03/07/2019			
Check	22324		\$875.00
03/07/2019			
Check	22325		\$84.63
03/11/2019			
Check	22326		\$974.08
03/11/2019			
Check	22327		\$974.08
03/11/2019			
Check	22328		\$167.81
03/13/2019			
Check	22329		\$330.62
03/13/2019			
Check	22330		\$22.29
03/13/2019			
Check	22331		\$20.91
03/15/2019			
Check	22332		\$22.29
03/15/2019			
Check	22333		\$35.24
03/15/2019			
Check	22334		\$44.41
03/15/2019			
Check	22335		\$48.96
03/15/2019			
Check	22336		\$49.96
03/15/2019			
Check	22337		\$67.06
03/15/2019			
Check	22338		\$73.44
03/15/2019			
Check	22339		\$76.55
03/15/2019			

April 01, 2019
8:24 am

Check Register

Page 2 of 4

Report Criteria: Transaction Date Range = 3/1/2019 - 3/31/2019 Filter = Transaction Type in (Check, Voided) and
Checking Account = 'City of Gulfport-HB Claims Contingency ' and Branch = 'Associated Adjusters
International'

Checking Account Is City of Gulfport-HB Claims Contingency

<u>Transaction Type</u>	<u>Check Number</u>	<u>Payee Name</u>	<u>Transaction Amount</u>
<u>Transaction Date</u>	<u>Void Date</u>		
Check	22340		\$80.06
03/15/2019			
Check	22341		\$86.70
03/15/2019			
Check	22342		\$90.50
03/15/2019			
Check	22343		\$93.37
03/15/2019			
Check	22344		\$93.72
03/15/2019			
Check	22345		\$93.79
03/15/2019			
Check	22346		\$93.79
03/15/2019			
Check	22347		\$112.58
03/15/2019			
Check	22348		\$113.94
03/15/2019			
Check	22349		\$113.94
03/15/2019			
Check	22350		\$113.94
03/15/2019			
Check	22351		\$116.96
03/15/2019			
Check	22352		\$121.50
03/15/2019			
Check	22353		\$227.39
03/15/2019			
Check	22354		\$236.02
03/15/2019			
Check	22355		\$330.62
03/15/2019			
Check	22356		\$419.72
03/15/2019			
Check	22357		\$1,229.04
03/15/2019			
Check	22358		\$8,002.30
03/15/2019			
Check	22359		\$93.37
03/19/2019			
Check	22360		\$93.37
03/19/2019			
Check	22361		\$400.56
03/19/2019			
Check	22362		\$8.10
03/21/2019			
Check	22363		\$71.40
03/21/2019			
Check	22364		\$89.10
03/21/2019			
Check	22365		\$93.79
03/21/2019			
Check	22366		\$129.11
03/21/2019			
Check	22367		\$164.68
03/21/2019			

Report Criteria: Transaction Date Range = 3/1/2019 - 3/31/2019 Filter = Transaction Type in (Check, Voided) and
Checking Account = 'City of Gulfport-HB Claims Contingency ' and Branch = 'Associated Adjusters
International'

Checking Account Is City of Gulfport-HB Claims Contingency

Transaction Type	Check Number	Payee Name	
Transaction Date	Void Date		Transaction Amount
Check	22368		\$166.86
03/21/2019			
Check	22369		\$290.48
03/21/2019			
Check	22370		\$96.40
03/25/2019			
Check	22371		\$349.67
03/25/2019			
Check	22372		\$377.67
03/25/2019			
Check	22373		\$974.08
03/25/2019			
Check	22374		\$98.90
03/27/2019			
Check	22375	\$3,460.29	
03/28/2019			
Check	22376	\$8.10	
03/28/2019			
Check	22377	\$96.40	
03/28/2019			
Check	22378	\$166.86	
03/28/2019			
Check Totals (67)			\$25,272.00
Charge/Check Totals (67)			\$25,272.00
Checks less Voids/Reimbursements			\$25,272.00
City of Gulfport-HB Claims Contingency Totals			\$(25,272.00)

Report Criteria: Transaction Date Range = 3/1/2019 - 3/31/2019 Filter = Transaction Type in (Check, Voided) and
Checking Account = 'City of Gulfport-HB Claims Contingency ' and Branch = 'Associated Adjusters
International'

Grand Totals

=====
\$(25,272.00)



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Cherie Randall, Accountant
Finance

Date: 4/4/2019

Subject: Bi-Weekly Payroll Report - for the month of March, 2019 - to be made a part of the minutes.

Recommendation:

To: Mayor Billy Hewes
Council President F. B. "Rusty" Walker, IV
Councilwoman Ella Holmes-Hines
Councilwoman Cara L. Pucheu
Councilman Kenneth L. Casey, Sr.
Councilman Ronald "Ron" Roland
Councilman Myles Sharp
Councilman Robert "R..Lee" Flowers

CC: Dr. John Kelly, CAO

From: Linda Elias, Comptroller

Date: April 4, 2019

Re: Payroll Journals

Attached are the bi-weekly payroll distribution journals for the month of March, 2019 to be approved and spread on the minutes of the April 16, 2019 Council meeting.

If you have any questions, please call my office at any time.

03/13/2019 16:53
scasey

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

P
prjournl 1

WARRANT 0314A

PAY PERIOD 02/25/2019 to 03/10/2019

CHECK DATE 03/14/2019

YEAR 2019 PERIOD 6
EXPENDITURE ENTRIES
SHORT DESC 0314A

GL EFF DATE 03/14/2019
REFERENCE 0314A
REFERENCE2 10314A

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2019	PERIOD 6			GL EFF DATE 03/14/2019	
290	600400		FIRE	OVERTIME	89.44
290	601900		FIRE	STATE RETIREMENT	14.09
290	602200		FIRE	FICA TAXES	6.85
325	600100		ENGINEERING	WAGES AND SALARIES	1,379.45
325	601900		ENGINEERING	STATE RETIREMENT	217.26
325	602200		ENGINEERING	FICA TAXES	105.53
FUND TOTALS					1,812.62
GRAND TOTALS					1,812.62

03/13/2019 16:53
scasey

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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prjournal

CLERK: scasey

YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2019 6 60556									
PRJ 001-100351	03/14/2019	0314A	0314A	10314A	10314A	PAYROLL CLEARING WARRANT=0314A RUN=1 BIWEEKLY		667.57	
PRJ 001-213700	03/14/2019	0314A	0314A	10314A	10314A	WITHHOLDING-FEDERAL WARRANT=0314A RUN=1 BIWEEKLY			47.84
PRJ 001-213700	03/14/2019	0314A	0314A	10314A	10314A	WITHHOLDING-FEDERAL WARRANT=0314A RUN=1 BIWEEKLY		47.84	
PRJ 001-100351	03/14/2019	0314A	0314A	10314A	10314A	PAYROLL CLEARING WARRANT=0314A RUN=1 BIWEEKLY			2,085.22
PRJ 001-213900	03/14/2019	0314A	0314A	10314A	10314A	WITHHOLDING-STATE WARRANT=0314A RUN=1 BIWEEKLY			31.42
PRJ 001-214100	03/14/2019	0314A	0314A	10314A	10314A	WITHHOLDING-RETIREMENT WARRANT=0314A RUN=1 BIWEEKLY			363.55
PRJ 001-216700	03/14/2019	0314A	0314A	10314A	10314A	ACCRUED AND WITHHELD FICA WARRANT=0314A RUN=1 BIWEEKLY			224.76
PRJ 001-216700	03/14/2019	0314A	0314A	10314A	10314A	ACCRUED AND WITHHELD FICA WARRANT=0314A RUN=1 BIWEEKLY		224.76	
PRJ 290-600400	03/14/2019	0314A	0314A	10314A	10314A	OVERTIME WARRANT=0314A RUN=1 BIWEEKLY		89.44	
PRJ 290-601900	03/14/2019	0314A	0314A	10314A	10314A	STATE RETIREMENT WARRANT=0314A RUN=1 BIWEEKLY		14.09	
PRJ 290-602200	03/14/2019	0314A	0314A	10314A	10314A	FICA TAXES WARRANT=0314A RUN=1 BIWEEKLY		6.85	
PRJ 325-600100	03/14/2019	0314A	0314A	10314A	10314A	WAGES AND SALARIES WARRANT=0314A RUN=1 BIWEEKLY		1,379.45	
PRJ 325-601900	03/14/2019	0314A	0314A	10314A	10314A	STATE RETIREMENT WARRANT=0314A RUN=1 BIWEEKLY		217.26	
PRJ 325-602200	03/14/2019	0314A	0314A	10314A	10314A	FICA TAXES WARRANT=0314A RUN=1 BIWEEKLY		105.53	
GENERAL LEDGER TOTAL								2,752.79	2,752.79
PRJ 001-200100	03/14/2019					EQTY IN PLD CASH-GENERAL		1,812.62	
PRJ 010-110100	03/14/2019					EQUITY IN POOLED CASH			1,812.62
SYSTEM GENERATED ENTRIES TOTAL								1,812.62	1,812.62
JOURNAL 2019/06/60556 TOTAL								4,565.41	4,565.41
2019 6 60556									
PRJ 010-311300	03/14/2019	0314A	0314A	10314A	10314A	EXPENDITURE CONTROL WARRANT=0314A RUN=1 BIWEEKLY		1,812.62	

03/13/2019 16:53
scasey

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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prjournal

FUND	ACCOUNT	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001	POOLED CASH	2019	6	60556	03/14/2019				
	001-100351						PAYROLL CLEARING	667.57	
	001-100351						PAYROLL CLEARING		2,085.22
	001-200100						EQTY IN PLD CASH-GENERAL	1,812.62	
	001-213700						WITHHOLDING-FEDERAL	47.84	
	001-213700						WITHHOLDING-FEDERAL		47.84
	001-213900						WITHHOLDING-STATE		31.42
	001-214100						WITHHOLDING-RETIREMENT		363.55
	001-216700						ACCRUED AND WITHHELD FICA	224.76	
	001-216700						ACCRUED AND WITHHELD FICA		224.76
							FUND TOTAL	2,752.79	2,752.79
010	GENERAL FUND	2019	6	60556	03/14/2019				
	010-110100						EQUITY IN POOLED CASH		1,812.62
	010-311300						EXPENDITURE CONTROL	1,812.62	
							FUND TOTAL	1,812.62	1,812.62

03/13/2019 16:53
 scasey

CITY OF GULFPORT
 GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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 prjournl

FUND		DUE TO	DUE FROM
001	POOLED CASH	1,812.62	
010	GENERAL FUND		1,812.62
TOTAL		1,812.62	1,812.62

** END OF REPORT - Generated by Shelia Casey **

03/13/2019 09:45
crandall

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

P
prjournal1

WARRANT 031419

PAY PERIOD 02/25/2019 to 03/10/2019

CHECK DATE 03/14/2019

YEAR 2019 PERIOD 6
EXPENDITURE ENTRIES
SHORT DESC PR031419

GL EFF DATE 03/14/2019
REFERENCE 031419
REFERENCE2 1031419

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2019 PERIOD 6				GL EFF DATE 03/14/2019	
111	600100	6	EXECUTIVE	WAGES AND SALARIES	8,309.68
111	601900		EXECUTIVE	STATE RETIREMENT	1,308.77
111	602200		EXECUTIVE	FICA TAXES	610.50
111	602600		EXECUTIVE	HEALTH INSURANCE	1,228.91
115	600100		LEGISLATIVE	WAGES AND SALARIES	8,169.51
115	601900		LEGISLATIVE	STATE RETIREMENT	1,252.26
115	602200		LEGISLATIVE	FICA TAXES	543.31
115	602600		LEGISLATIVE	HEALTH INSURANCE	3,007.81
125	600100		JUDICIAL	WAGES AND SALARIES	28,480.21
125	601900		JUDICIAL	STATE RETIREMENT	4,485.61
125	602200		JUDICIAL	FICA TAXES	2,045.34
125	602600		JUDICIAL	HEALTH INSURANCE	5,622.27
135	600100		LEGAL	WAGES AND SALARIES	25,996.71
135	601900		LEGAL	STATE RETIREMENT	4,094.49
135	602200		LEGAL	FICA TAXES	1,905.35
135	602600		LEGAL	HEALTH INSURANCE	3,785.03
145	600100		GENERAL ADMINISTRATION	WAGES AND SALARIES	40,803.16
145	601900		GENERAL ADMINISTRATION	STATE RETIREMENT	6,334.36
145	602200		GENERAL ADMINISTRATION	FICA TAXES	2,969.22
145	602600		GENERAL ADMINISTRATION	HEALTH INSURANCE	5,424.41
150	600100		INFORMATION TECHNOLOGY	WAGES AND SALARIES	23,006.66
150	600400		INFORMATION TECHNOLOGY	OVERTIME	43.86
150	601900		INFORMATION TECHNOLOGY	STATE RETIREMENT	3,603.70
150	602200		INFORMATION TECHNOLOGY	FICA TAXES	1,632.98
150	602600		INFORMATION TECHNOLOGY	HEALTH INSURANCE	5,316.64
213	600100		POLICE OPERATING	WAGES AND SALARIES	334,213.23
213	600400		POLICE OPERATING	OVERTIME	49,435.10
213	601000		POLICE OPERATING	HOLIDAY PAY	3,839.16
213	601900		POLICE OPERATING	STATE RETIREMENT	61,029.29
213	602200		POLICE OPERATING	FICA TAXES	28,110.01
213	602600		POLICE OPERATING	HEALTH INSURANCE	60,621.58
290	600100		FIRE	WAGES AND SALARIES	259,656.90
290	600400		FIRE	OVERTIME	1,737.92
290	601000		FIRE	HOLIDAY PAY	88.08
290	601900		FIRE	STATE RETIREMENT	41,183.40
290	602200		FIRE	FICA TAXES	18,707.31
290	602600		FIRE	HEALTH INSURANCE	50,849.50
313	600100		PUBLIC WORKS ADMIN	WAGES AND SALARIES	16,128.88
313	601900		PUBLIC WORKS ADMIN	STATE RETIREMENT	2,549.74
313	602200		PUBLIC WORKS ADMIN	FICA TAXES	1,193.26
313	602600		PUBLIC WORKS ADMIN	HEALTH INSURANCE	1,551.52
315	600100		TRAFFIC CONTROL AND SAFETY	WAGES AND SALARIES	12,942.13
315	600400		TRAFFIC CONTROL AND SAFETY	OVERTIME	1,050.56
315	601900		TRAFFIC CONTROL AND SAFETY	STATE RETIREMENT	2,213.31
315	602200		TRAFFIC CONTROL AND SAFETY	FICA TAXES	1,048.29
315	602600		TRAFFIC CONTROL AND SAFETY	HEALTH INSURANCE	1,775.22
335	600100		MAINTENANCE GARAGE	WAGES AND SALARIES	14,064.01

03/13/2019 09:45
crandall

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

P
prjournl 2

WARRANT 031419

PAY PERIOD 02/25/2019 to 03/10/2019

CHECK DATE 03/14/2019

YEAR 2019 PERIOD 6
EXPENDITURE ENTRIES
SHORT DESC PR031419

GL EFF DATE 03/14/2019
REFERENCE 031419
REFERENCE2 1031419

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
335	601900		MAINTENANCE GARAGE	STATE RETIREMENT	2,219.81
335	602200		MAINTENANCE GARAGE	FICA TAXES	1,035.66
335	602600		MAINTENANCE GARAGE	HEALTH INSURANCE	1,795.03
325	600100		ENGINEERING	WAGES AND SALARIES	19,113.86
325	600400		ENGINEERING	OVERTIME	25.86
325	601900		ENGINEERING	STATE RETIREMENT	3,019.24
325	602200		ENGINEERING	FICA TAXES	1,415.52
325	602600		ENGINEERING	HEALTH INSURANCE	2,472.86
411	600100		LEISURE SERVICES	WAGES AND SALARIES	67,184.29
411	600100	41130	LEISURE SERVICES	WAGES AND SALARIES	855.58
411	600100	41136	LEISURE SERVICES	WAGES AND SALARIES	6,226.08
411	600100	41138	LEISURE SERVICES	WAGES AND SALARIES	7.69
411	600100	41140	LEISURE SERVICES	WAGES AND SALARIES	1,103.30
411	600100	41143	LEISURE SERVICES	WAGES AND SALARIES	1,103.30
411	600100	41144	LEISURE SERVICES	WAGES AND SALARIES	2,396.00
411	600400		LEISURE SERVICES	OVERTIME	2,333.93
411	600400	41136	LEISURE SERVICES	OVERTIME	497.84
411	600400	41140	LEISURE SERVICES	OVERTIME	181.01
411	600400	41144	LEISURE SERVICES	OVERTIME	71.20
411	601900		LEISURE SERVICES	STATE RETIREMENT	10,795.62
411	601900	41130	LEISURE SERVICES	STATE RETIREMENT	134.75
411	601900	41136	LEISURE SERVICES	STATE RETIREMENT	1,063.75
411	601900	41138	LEISURE SERVICES	STATE RETIREMENT	1.21
411	601900	41140	LEISURE SERVICES	STATE RETIREMENT	202.28
411	601900	41143	LEISURE SERVICES	STATE RETIREMENT	173.77
411	601900	41144	LEISURE SERVICES	STATE RETIREMENT	388.58
411	602200		LEISURE SERVICES	FICA TAXES	5,037.94
411	602200	41130	LEISURE SERVICES	FICA TAXES	65.46
411	602200	41136	LEISURE SERVICES	FICA TAXES	511.16
411	602200	41138	LEISURE SERVICES	FICA TAXES	.58
411	602200	41140	LEISURE SERVICES	FICA TAXES	84.67
411	602200	41143	LEISURE SERVICES	FICA TAXES	73.91
411	602200	41144	LEISURE SERVICES	FICA TAXES	187.02
411	602600		LEISURE SERVICES	HEALTH INSURANCE	14,693.91
411	602600	41136	LEISURE SERVICES	HEALTH INSURANCE	458.87
411	602600	41138	LEISURE SERVICES	HEALTH INSURANCE	1.16
411	602600	41140	LEISURE SERVICES	HEALTH INSURANCE	541.91
411	602600	41143	LEISURE SERVICES	HEALTH INSURANCE	436.11
411	602600	41144	LEISURE SERVICES	HEALTH INSURANCE	25.00
415	600100		BUILDING MAINTENANCE	WAGES AND SALARIES	1,140.86
415	600400		BUILDING MAINTENANCE	OVERTIME	32.09
415	601900		BUILDING MAINTENANCE	STATE RETIREMENT	184.74
415	602200		BUILDING MAINTENANCE	FICA TAXES	85.50
415	602600		BUILDING MAINTENANCE	HEALTH INSURANCE	273.90
611	600100		PLANNING AND ZONING	WAGES AND SALARIES	40,739.81
611	601900		PLANNING AND ZONING	STATE RETIREMENT	6,416.50
611	602200		PLANNING AND ZONING	FICA TAXES	2,916.91
611	602600		PLANNING AND ZONING	HEALTH INSURANCE	8,614.36

03/13/2019 09:45
crandall

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

P
prjournal 3

WARRANT 031419

PAY PERIOD 02/25/2019 to 03/10/2019

CHECK DATE 03/14/2019

YEAR 2019 PERIOD 6
EXPENDITURE ENTRIES
SHORT DESC PR031419

GL EFF DATE 03/14/2019
REFERENCE 031419
REFERENCE2 1031419

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
621	600100		ECONOMIC DEVELOPMENT	WAGES AND SALARIES	6,138.33
621	601900		ECONOMIC DEVELOPMENT	STATE RETIREMENT	966.79
621	602200		ECONOMIC DEVELOPMENT	FICA TAXES	462.04
621	602600		ECONOMIC DEVELOPMENT	HEALTH INSURANCE	494.89
FUND TOTALS					1,370,371.59
511	600100	05600	COMMUNITY DEVELOPMENT	WAGES AND SALARIES	2,913.20
511	601900	05600	COMMUNITY DEVELOPMENT	STATE RETIREMENT	458.83
511	602200	05600	COMMUNITY DEVELOPMENT	FICA TAXES	214.76
511	602600	05600	COMMUNITY DEVELOPMENT	HEALTH INSURANCE	369.68
515	600100	74500	HOME CONSORTIUM-GULFPORT	WAGES AND SALARIES	3,438.15
515	601900	74500	HOME CONSORTIUM-GULFPORT	STATE RETIREMENT	541.51
515	602200	74500	HOME CONSORTIUM-GULFPORT	FICA TAXES	223.30
515	602600	74500	HOME CONSORTIUM-GULFPORT	HEALTH INSURANCE	952.94
FUND TOTALS					9,112.37
811	600100		UTILITY BILLING	WAGES AND SALARIES	24,259.10
811	600400		UTILITY BILLING	OVERTIME	93.76
811	601900		UTILITY BILLING	STATE RETIREMENT	3,835.58
811	602200		UTILITY BILLING	FICA TAXES	1,718.67
811	602600		UTILITY BILLING	HEALTH INSURANCE	6,409.24
825	600100		SEWER OPERATIONS	WAGES AND SALARIES	1,540.26
825	601900		SEWER OPERATIONS	STATE RETIREMENT	242.59
825	602200		SEWER OPERATIONS	FICA TAXES	114.94
825	602600		SEWER OPERATIONS	HEALTH INSURANCE	298.90
FUND TOTALS					38,513.04
445	600100		JOSEPH T JONES	WAGES AND SALARIES	8,019.86
445	600400		JOSEPH T JONES	OVERTIME	447.10
445	601900		JOSEPH T JONES	STATE RETIREMENT	1,333.55
445	602200		JOSEPH T JONES	FICA TAXES	632.01
445	602600		JOSEPH T JONES	HEALTH INSURANCE	837.62
FUND TOTALS					11,270.14
GRAND TOTALS					1,429,267.14

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2019 6 60497									
PRJ 001-100351	03/14/2019	PR031419	031419	1031419	1031419	PAYROLL CLEARING WARRANT=031419 RUN=1 BIWEEKLY		754,265.96	
PRJ 001-213700	03/14/2019	PR031419	031419	1031419	1031419	WITHHOLDING-FEDERAL WARRANT=031419 RUN=1 BIWEEKLY			69,606.41
PRJ 001-213700	03/14/2019	PR031419	031419	1031419	1031419	WITHHOLDING-FEDERAL WARRANT=031419 RUN=1 BIWEEKLY		69,606.41	
PRJ 001-100351	03/14/2019	PR031419	031419	1031419	1031419	PAYROLL CLEARING WARRANT=031419 RUN=1 BIWEEKLY			1,650,198.90
PRJ 001-213900	03/14/2019	PR031419	031419	1031419	1031419	WITHHOLDING-STATE WARRANT=031419 RUN=1 BIWEEKLY			27,458.96
PRJ 001-214100	03/14/2019	PR031419	031419	1031419	1031419	WITHHOLDING-RETIREMENT WARRANT=031419 RUN=1 BIWEEKLY			251,444.95
PRJ 001-214300	03/14/2019	PR031419	031419	1031419	1031419	WITHHOLDING-HEALTH INSURANCE WARRANT=031419 RUN=1 BIWEEKLY			224,193.26
PRJ 001-214350	03/14/2019	PR031419	031419	1031419	1031419	WITHHOLDING-VISION 100%EE PAID WARRANT=031419 RUN=1 BIWEEKLY			2,777.82
PRJ 001-214400	03/14/2019	PR031419	031419	1031419	1031419	WITHHOLDING-FLEX SPENDING ACCT WARRANT=031419 RUN=1 BIWEEKLY			4,125.56
PRJ 001-214700	03/14/2019	PR031419	031419	1031419	1031419	WITHHOLDING-GARNISHMENTS WARRANT=031419 RUN=1 BIWEEKLY			7,647.09
PRJ 001-214700	03/14/2019	PR031419	031419	1031419	1031419	WITHHOLDING-GARNISHMENTS WARRANT=031419 RUN=1 BIWEEKLY		4,234.11	
PRJ 001-214900	03/14/2019	PR031419	031419	1031419	1031419	WITHHOLDING-DEFERRED COMP WARRANT=031419 RUN=1 BIWEEKLY			7,247.26
PRJ 001-215900	03/14/2019	PR031419	031419	1031419	1031419	WITHHOLDING-POLICE BENEVOLENT WARRANT=031419 RUN=1 BIWEEKLY			469.75
PRJ 001-216100	03/14/2019	PR031419	031419	1031419	1031419	WITHHOLDING-COLONIAL LIFE WARRANT=031419 RUN=1 BIWEEKLY			112.42
PRJ 001-216150	03/14/2019	PR031419	031419	1031419	1031419	WITHHOLDING-LINCOLN NATL LIFE WARRANT=031419 RUN=1 BIWEEKLY			5,617.30
PRJ 001-216300	03/14/2019	PR031419	031419	1031419	1031419	WITHHOLDING-AFLAC WARRANT=031419 RUN=1 BIWEEKLY			5,531.98
PRJ 001-216400	03/14/2019	PR031419	031419	1031419	1031419	WITHHOLDING-UNUM WARRANT=031419 RUN=1 BIWEEKLY			904.56
PRJ 001-216500	03/14/2019	PR031419	031419	1031419	1031419	WITHHOLDING-PREPAID LEGAL WARRANT=031419 RUN=1 BIWEEKLY			37.40
PRJ 001-216700	03/14/2019	PR031419	031419	1031419	1031419	ACCRUED AND WITHHELD FICA WARRANT=031419 RUN=1 BIWEEKLY			147,091.24
PRJ 001-216700	03/14/2019	PR031419	031419	1031419	1031419	ACCRUED AND WITHHELD FICA WARRANT=031419 RUN=1 BIWEEKLY		147,091.24	
PRJ 111-600100	03/14/2019	PR031419	031419	1031419	1031419	WAGES AND SALARIES WARRANT=031419 RUN=1 BIWEEKLY		8,309.68	
PRJ 111-601900	03/14/2019	PR031419	031419	1031419	1031419	STATE RETIREMENT WARRANT=031419 RUN=1 BIWEEKLY		1,308.77	
PRJ 111-602200	03/14/2019	PR031419	031419	1031419	1031419	FICA TAXES WARRANT=031419 RUN=1 BIWEEKLY		610.50	
PRJ 111-602600	03/14/2019	PR031419	031419	1031419	1031419	HEALTH INSURANCE WARRANT=031419 RUN=1 BIWEEKLY		1,228.91	

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PRJ 115-600100	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY WAGES AND SALARIES		8,169.51	
PRJ 115-601900	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY STATE RETIREMENT		1,252.26	
PRJ 115-602200	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY FICA TAXES		543.31	
PRJ 115-602600	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY HEALTH INSURANCE		3,007.81	
PRJ 125-600100	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY WAGES AND SALARIES		28,480.21	
PRJ 125-601900	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY STATE RETIREMENT		4,485.61	
PRJ 125-602200	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY FICA TAXES		2,045.34	
PRJ 125-602600	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY HEALTH INSURANCE		5,622.27	
PRJ 135-600100	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY WAGES AND SALARIES		25,996.71	
PRJ 135-601900	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY STATE RETIREMENT		4,094.49	
PRJ 135-602200	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY FICA TAXES		1,905.35	
PRJ 135-602600	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY HEALTH INSURANCE		3,785.03	
PRJ 145-600100	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY WAGES AND SALARIES		40,803.16	
PRJ 145-601900	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY STATE RETIREMENT		6,334.36	
PRJ 145-602200	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY FICA TAXES		2,969.22	
PRJ 145-602600	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY HEALTH INSURANCE		5,424.41	
PRJ 150-600100	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY WAGES AND SALARIES		23,006.66	
PRJ 150-600400	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY OVERTIME		43.86	
PRJ 150-601900	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY STATE RETIREMENT		3,603.70	
PRJ 150-602200	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY FICA TAXES		1,632.98	
PRJ 150-602600	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY HEALTH INSURANCE		5,316.64	
PRJ 213-600100	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY WAGES AND SALARIES		334,213.23	
PRJ 213-600400	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY OVERTIME		49,435.10	
PRJ 213-601000	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY HOLIDAY PAY		3,839.16	
	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			

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PRJ 213-601900	03/14/2019	PR031419	031419	1031419	1031419	STATE RETIREMENT		61,029.29	
PRJ 213-602200	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			
PRJ 213-602600	03/14/2019	PR031419	031419	1031419	1031419	FICA TAXES		28,110.01	
PRJ 290-600100	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			
PRJ 290-600400	03/14/2019	PR031419	031419	1031419	1031419	HEALTH INSURANCE		60,621.58	
PRJ 290-601000	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			
PRJ 290-601900	03/14/2019	PR031419	031419	1031419	1031419	WAGES AND SALARIES		259,656.90	
PRJ 290-602200	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			
PRJ 290-602600	03/14/2019	PR031419	031419	1031419	1031419	OVERTIME		1,737.92	
PRJ 313-600100	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			
PRJ 313-600400	03/14/2019	PR031419	031419	1031419	1031419	HOLIDAY PAY		88.08	
PRJ 313-601900	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			
PRJ 313-602200	03/14/2019	PR031419	031419	1031419	1031419	STATE RETIREMENT		41,183.40	
PRJ 313-602600	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			
PRJ 315-600100	03/14/2019	PR031419	031419	1031419	1031419	FICA TAXES		18,707.31	
PRJ 315-600400	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			
PRJ 315-601900	03/14/2019	PR031419	031419	1031419	1031419	HEALTH INSURANCE		50,849.50	
PRJ 315-602200	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			
PRJ 315-602600	03/14/2019	PR031419	031419	1031419	1031419	WAGES AND SALARIES		16,128.88	
PRJ 335-600100	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			
PRJ 335-600400	03/14/2019	PR031419	031419	1031419	1031419	STATE RETIREMENT		2,549.74	
PRJ 335-601900	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			
PRJ 335-602200	03/14/2019	PR031419	031419	1031419	1031419	FICA TAXES		1,193.26	
PRJ 335-602600	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			
PRJ 325-600100	03/14/2019	PR031419	031419	1031419	1031419	HEALTH INSURANCE		1,551.52	
PRJ 325-600400	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			
PRJ 325-601900	03/14/2019	PR031419	031419	1031419	1031419	WAGES AND SALARIES		12,942.13	
PRJ 325-602200	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			
PRJ 325-602600	03/14/2019	PR031419	031419	1031419	1031419	OVERTIME		1,050.56	
PRJ 325-600100	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			
PRJ 325-600400	03/14/2019	PR031419	031419	1031419	1031419	STATE RETIREMENT		2,213.31	
PRJ 325-601900	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			
PRJ 325-602200	03/14/2019	PR031419	031419	1031419	1031419	FICA TAXES		1,048.29	
PRJ 325-602600	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			
PRJ 325-600100	03/14/2019	PR031419	031419	1031419	1031419	HEALTH INSURANCE		1,775.22	
PRJ 325-600400	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			
PRJ 325-601900	03/14/2019	PR031419	031419	1031419	1031419	WAGES AND SALARIES		14,064.01	
PRJ 325-602200	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			
PRJ 325-602600	03/14/2019	PR031419	031419	1031419	1031419	STATE RETIREMENT		2,219.81	
PRJ 325-600100	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			
PRJ 325-600400	03/14/2019	PR031419	031419	1031419	1031419	FICA TAXES		1,035.66	
PRJ 325-601900	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			
PRJ 325-602200	03/14/2019	PR031419	031419	1031419	1031419	HEALTH INSURANCE		1,795.03	
PRJ 325-602600	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			
PRJ 325-600100	03/14/2019	PR031419	031419	1031419	1031419	WAGES AND SALARIES		19,113.86	
PRJ 325-600400	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			
PRJ 325-601900	03/14/2019	PR031419	031419	1031419	1031419	OVERTIME		25.86	
PRJ 325-602200	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			
PRJ 325-602600	03/14/2019	PR031419	031419	1031419	1031419	STATE RETIREMENT		3,019.24	

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PRJ 325-602200	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY FICA TAXES		1,415.52	
PRJ 325-602600	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY HEALTH INSURANCE		2,472.86	
PRJ 411-600100	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY WAGES AND SALARIES		67,184.29	
PRJ 411-600100-41130	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY WAGES AND SALARIES		855.58	
PRJ 411-600100-41136	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY WAGES AND SALARIES		6,226.08	
PRJ 411-600100-41138	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY WAGES AND SALARIES		7.69	
PRJ 411-600100-41140	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY WAGES AND SALARIES		1,103.30	
PRJ 411-600100-41143	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY WAGES AND SALARIES		1,103.30	
PRJ 411-600100-41144	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY WAGES AND SALARIES		2,396.00	
PRJ 411-600400	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY OVERTIME		2,333.93	
PRJ 411-600400-41136	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY OVERTIME		497.84	
PRJ 411-600400-41140	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY OVERTIME		181.01	
PRJ 411-600400-41144	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY OVERTIME		71.20	
PRJ 411-601900	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY STATE RETIREMENT		10,795.62	
PRJ 411-601900-41130	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY STATE RETIREMENT		134.75	
PRJ 411-601900-41136	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY STATE RETIREMENT		1,063.75	
PRJ 411-601900-41138	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY STATE RETIREMENT		1.21	
PRJ 411-601900-41140	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY STATE RETIREMENT		202.28	
PRJ 411-601900-41143	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY STATE RETIREMENT		173.77	
PRJ 411-601900-41144	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY STATE RETIREMENT		388.58	
PRJ 411-602200	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY FICA TAXES		5,037.94	
PRJ 411-602200-41130	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY FICA TAXES		65.46	
PRJ 411-602200-41136	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY FICA TAXES		511.16	
PRJ 411-602200-41138	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY FICA TAXES		.58	
	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			

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PRJ 411-602200-41140	03/14/2019	PR031419	031419	1031419	1031419	FICA TAXES WARRANT=031419 RUN=1 BIWEEKLY		84.67	
PRJ 411-602200-41143	03/14/2019	PR031419	031419	1031419	1031419	FICA TAXES WARRANT=031419 RUN=1 BIWEEKLY		73.91	
PRJ 411-602200-41144	03/14/2019	PR031419	031419	1031419	1031419	FICA TAXES WARRANT=031419 RUN=1 BIWEEKLY		187.02	
PRJ 411-602600	03/14/2019	PR031419	031419	1031419	1031419	HEALTH INSURANCE WARRANT=031419 RUN=1 BIWEEKLY		14,693.91	
PRJ 411-602600-41136	03/14/2019	PR031419	031419	1031419	1031419	HEALTH INSURANCE WARRANT=031419 RUN=1 BIWEEKLY		458.87	
PRJ 411-602600-41138	03/14/2019	PR031419	031419	1031419	1031419	HEALTH INSURANCE WARRANT=031419 RUN=1 BIWEEKLY		1.16	
PRJ 411-602600-41140	03/14/2019	PR031419	031419	1031419	1031419	HEALTH INSURANCE WARRANT=031419 RUN=1 BIWEEKLY		541.91	
PRJ 411-602600-41143	03/14/2019	PR031419	031419	1031419	1031419	HEALTH INSURANCE WARRANT=031419 RUN=1 BIWEEKLY		436.11	
PRJ 411-602600-41144	03/14/2019	PR031419	031419	1031419	1031419	HEALTH INSURANCE WARRANT=031419 RUN=1 BIWEEKLY		25.00	
PRJ 415-600100	03/14/2019	PR031419	031419	1031419	1031419	WAGES AND SALARIES WARRANT=031419 RUN=1 BIWEEKLY		1,140.86	
PRJ 415-600400	03/14/2019	PR031419	031419	1031419	1031419	OVERTIME WARRANT=031419 RUN=1 BIWEEKLY		32.09	
PRJ 415-601900	03/14/2019	PR031419	031419	1031419	1031419	STATE RETIREMENT WARRANT=031419 RUN=1 BIWEEKLY		184.74	
PRJ 415-602200	03/14/2019	PR031419	031419	1031419	1031419	FICA TAXES WARRANT=031419 RUN=1 BIWEEKLY		85.50	
PRJ 415-602600	03/14/2019	PR031419	031419	1031419	1031419	HEALTH INSURANCE WARRANT=031419 RUN=1 BIWEEKLY		273.90	
PRJ 611-600100	03/14/2019	PR031419	031419	1031419	1031419	WAGES AND SALARIES WARRANT=031419 RUN=1 BIWEEKLY		40,739.81	
PRJ 611-601900	03/14/2019	PR031419	031419	1031419	1031419	STATE RETIREMENT WARRANT=031419 RUN=1 BIWEEKLY		6,416.50	
PRJ 611-602200	03/14/2019	PR031419	031419	1031419	1031419	FICA TAXES WARRANT=031419 RUN=1 BIWEEKLY		2,916.91	
PRJ 611-602600	03/14/2019	PR031419	031419	1031419	1031419	HEALTH INSURANCE WARRANT=031419 RUN=1 BIWEEKLY		8,614.36	
PRJ 621-600100	03/14/2019	PR031419	031419	1031419	1031419	WAGES AND SALARIES WARRANT=031419 RUN=1 BIWEEKLY		6,138.33	
PRJ 621-601900	03/14/2019	PR031419	031419	1031419	1031419	STATE RETIREMENT WARRANT=031419 RUN=1 BIWEEKLY		966.79	
PRJ 621-602200	03/14/2019	PR031419	031419	1031419	1031419	FICA TAXES WARRANT=031419 RUN=1 BIWEEKLY		462.04	
PRJ 621-602600	03/14/2019	PR031419	031419	1031419	1031419	HEALTH INSURANCE WARRANT=031419 RUN=1 BIWEEKLY		494.89	
PRJ 511-600100-05600	03/14/2019	PR031419	031419	1031419	1031419	WAGES AND SALARIES WARRANT=031419 RUN=1 BIWEEKLY		2,913.20	
PRJ 511-601900-05600	03/14/2019	PR031419	031419	1031419	1031419	STATE RETIREMENT WARRANT=031419 RUN=1 BIWEEKLY		458.83	
PRJ 511-602200-05600	03/14/2019	PR031419	031419	1031419	1031419	FICA TAXES		214.76	

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 511-602600-05600	03/14/2019	PR031419	031419	1031419	1031419	WARRANT=031419 RUN=1 BIWEEKLY			
PRJ 515-600100-74500	03/14/2019	PR031419	031419	1031419	1031419	HEALTH INSURANCE WARRANT=031419 RUN=1 BIWEEKLY		369.68	
PRJ 515-601900-74500	03/14/2019	PR031419	031419	1031419	1031419	WAGES AND SALARIES WARRANT=031419 RUN=1 BIWEEKLY		3,438.15	
PRJ 515-602200-74500	03/14/2019	PR031419	031419	1031419	1031419	STATE RETIREMENT WARRANT=031419 RUN=1 BIWEEKLY		541.51	
PRJ 515-602600-74500	03/14/2019	PR031419	031419	1031419	1031419	FICA TAXES WARRANT=031419 RUN=1 BIWEEKLY		223.30	
PRJ 811-600100	03/14/2019	PR031419	031419	1031419	1031419	HEALTH INSURANCE WARRANT=031419 RUN=1 BIWEEKLY		952.94	
PRJ 811-600400	03/14/2019	PR031419	031419	1031419	1031419	WAGES AND SALARIES WARRANT=031419 RUN=1 BIWEEKLY		24,259.10	
PRJ 811-601900	03/14/2019	PR031419	031419	1031419	1031419	OVERTIME WARRANT=031419 RUN=1 BIWEEKLY		93.76	
PRJ 811-602200	03/14/2019	PR031419	031419	1031419	1031419	STATE RETIREMENT WARRANT=031419 RUN=1 BIWEEKLY		3,835.58	
PRJ 811-602600	03/14/2019	PR031419	031419	1031419	1031419	FICA TAXES WARRANT=031419 RUN=1 BIWEEKLY		1,718.67	
PRJ 825-600100	03/14/2019	PR031419	031419	1031419	1031419	HEALTH INSURANCE WARRANT=031419 RUN=1 BIWEEKLY		6,409.24	
PRJ 825-601900	03/14/2019	PR031419	031419	1031419	1031419	WAGES AND SALARIES WARRANT=031419 RUN=1 BIWEEKLY		1,540.26	
PRJ 825-602200	03/14/2019	PR031419	031419	1031419	1031419	STATE RETIREMENT WARRANT=031419 RUN=1 BIWEEKLY		242.59	
PRJ 825-602600	03/14/2019	PR031419	031419	1031419	1031419	FICA TAXES WARRANT=031419 RUN=1 BIWEEKLY		114.94	
PRJ 445-600100	03/14/2019	PR031419	031419	1031419	1031419	HEALTH INSURANCE WARRANT=031419 RUN=1 BIWEEKLY		298.90	
PRJ 445-600400	03/14/2019	PR031419	031419	1031419	1031419	WAGES AND SALARIES WARRANT=031419 RUN=1 BIWEEKLY		8,019.86	
PRJ 445-601900	03/14/2019	PR031419	031419	1031419	1031419	OVERTIME WARRANT=031419 RUN=1 BIWEEKLY		447.10	
PRJ 445-602200	03/14/2019	PR031419	031419	1031419	1031419	STATE RETIREMENT WARRANT=031419 RUN=1 BIWEEKLY		1,333.55	
PRJ 445-602600	03/14/2019	PR031419	031419	1031419	1031419	FICA TAXES WARRANT=031419 RUN=1 BIWEEKLY		632.01	
PRJ 445-602600	03/14/2019	PR031419	031419	1031419	1031419	HEALTH INSURANCE WARRANT=031419 RUN=1 BIWEEKLY		837.62	
GENERAL LEDGER TOTAL								2,404,464.86	2,404,464.86
PRJ 001-200100	03/14/2019					EQTY IN PLD CASH-GENERAL		1,370,371.59	
PRJ 010-110100	03/14/2019					EQUITY IN POOLED CASH			1,370,371.59
PRJ 001-201900	03/14/2019					EQTY IN PLD CASH-CDBG		9,112.37	

YEAR	PER	JNL				ACCOUNT			T	OB	DEBIT	CREDIT
SRC	ACCOUNT		JNL	DESC	REF 1	REF 2	REF 3	LINE	DESC			
	EFF	DATE										
PRJ	200-110100	03/14/2019							EQUITY IN POOLED CASH			9,112.37
PRJ	001-203700	03/14/2019							EQTY IN PLD CASH-WATER\SEWER	38,513.04		
PRJ	400-110100	03/14/2019							EQUITY IN POOLED CASH			38,513.04
PRJ	001-204300	03/14/2019							EQTY IN PLD CASH-J T JONES	11,270.14		
PRJ	420-110100	03/14/2019							EQUITY IN POOLED CASH			11,270.14
SYSTEM GENERATED ENTRIES TOTAL										1,429,267.14		1,429,267.14
JOURNAL 2019/06/60497 TOTAL										3,833,732.00		3,833,732.00
2019	6	60497										
PRJ	010-311300	03/14/2019	PR031419		031419	1031419	1031419		EXPENDITURE CONTROL	1,370,371.59		
									WARRANT=031419 RUN=1 BIWEEKLY			
PRJ	200-311300	03/14/2019	PR031419		031419	1031419	1031419		EXPENDITURE CONTROL	9,112.37		
									WARRANT=031419 RUN=1 BIWEEKLY			
PRJ	400-311300	03/14/2019	PR031419		031419	1031419	1031419		EXPENDITURE CONTROL	38,513.04		
									WARRANT=031419 RUN=1 BIWEEKLY			
PRJ	420-311300	03/14/2019	PR031419		031419	1031419	1031419		EXPENDITURE CONTROL	11,270.14		
									WARRANT=031419 RUN=1 BIWEEKLY			

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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FUND	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT								
001 POOLED CASH	2019	6	60497	03/14/2019				
001-100351					PAYROLL CLEARING	754,265.96		
001-100351					PAYROLL CLEARING			1,650,198.90
001-200100					EQTY IN PLD CASH-GENERAL	1,370,371.59		
001-201900					EQTY IN PLD CASH-CDBG	9,112.37		
001-203700					EQTY IN PLD CASH-WATER\SEWER	38,513.04		
001-204300					EQTY IN PLD CASH-J T JONES	11,270.14		
001-213700					WITHHOLDING-FEDERAL	69,606.41		
001-213700					WITHHOLDING-FEDERAL			69,606.41
001-213900					WITHHOLDING-STATE			27,458.96
001-214100					WITHHOLDING-RETIREMENT			251,444.95
001-214300					WITHHOLDING-HEALTH INSURANCE			224,193.26
001-214350					WITHHOLDING-VISION 100%EE PAID			2,777.82
001-214400					WITHHOLDING-FLEX SPENDING ACCT			4,125.56
001-214700					WITHHOLDING-GARNISHMENTS	4,234.11		
001-214700					WITHHOLDING-GARNISHMENTS			7,647.09
001-214900					WITHHOLDING-DEFERRED COMP			7,247.26
001-215900					WITHHOLDING-POLICE BENEVOLENT			469.75
001-216100					WITHHOLDING-COLONIAL LIFE			112.42
001-216150					WITHHOLDING-LINCOLN NATL LIFE			5,617.30
001-216300					WITHHOLDING-AFLAC			5,531.98
001-216400					WITHHOLDING-UNUM			904.56
001-216500					WITHHOLDING-PREPAID LEGAL			37.40
001-216700					ACCRUED AND WITHHELD FICA	147,091.24		
001-216700					ACCRUED AND WITHHELD FICA			147,091.24
					FUND TOTAL	2,404,464.86		2,404,464.86
010 GENERAL FUND	2019	6	60497	03/14/2019				
010-110100					EQUITY IN POOLED CASH			1,370,371.59
010-311300					EXPENDITURE CONTROL	1,370,371.59		
					FUND TOTAL	1,370,371.59		1,370,371.59
200 COMMUNITY DEVELOPMENT	2019	6	60497	03/14/2019				
200-110100					EQUITY IN POOLED CASH			9,112.37
200-311300					EXPENDITURE CONTROL	9,112.37		
					FUND TOTAL	9,112.37		9,112.37
400 WATER/SEWER UTILITY FUND	2019	6	60497	03/14/2019				
400-110100					EQUITY IN POOLED CASH			38,513.04
400-311300					EXPENDITURE CONTROL	38,513.04		
					FUND TOTAL	38,513.04		38,513.04
420 JOSEPH T JONES	2019	6	60497	03/14/2019				
420-110100					EQUITY IN POOLED CASH			11,270.14
420-311300					EXPENDITURE CONTROL	11,270.14		

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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FUND	YEAR PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
FUND TOTAL						11,270.14	11,270.14

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 GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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FUND		DUE TO	DUE FROM
001	POOLED CASH	1,429,267.14	
010	GENERAL FUND		1,370,371.59
200	COMMUNITY DEVELOPMENT		9,112.37
400	WATER/SEWER UTILITY FUND		38,513.04
420	JOSEPH T JONES		11,270.14
TOTAL		1,429,267.14	1,429,267.14

** END OF REPORT - Generated by Cherie Randall **

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 032819

PAY PERIOD 03/11/2019 to 03/24/2019

CHECK DATE 03/28/2019

YEAR 2019 PERIOD 6
EXPENDITURE ENTRIES
SHORT DESC 032819

GL EFF DATE 03/28/2019
REFERENCE 032819
REFERENCE2 1032819

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2019 PERIOD 6				GL EFF DATE 03/28/2019	
111	600100	6	EXECUTIVE	WAGES AND SALARIES	14,963.94
111	601900		EXECUTIVE	STATE RETIREMENT	2,356.82
111	602200		EXECUTIVE	FICA TAXES	1,119.55
111	602600		EXECUTIVE	HEALTH INSURANCE	1,228.91
115	600100		LEGISLATIVE	WAGES AND SALARIES	8,297.05
115	601900		LEGISLATIVE	STATE RETIREMENT	1,252.26
115	602200		LEGISLATIVE	FICA TAXES	553.06
115	602600		LEGISLATIVE	HEALTH INSURANCE	3,007.81
125	600100		JUDICIAL	WAGES AND SALARIES	29,420.81
125	601900		JUDICIAL	STATE RETIREMENT	4,633.77
125	602200		JUDICIAL	FICA TAXES	2,117.29
125	602600		JUDICIAL	HEALTH INSURANCE	5,622.27
135	600100		LEGAL	WAGES AND SALARIES	25,996.72
135	601900		LEGAL	STATE RETIREMENT	4,094.49
135	602200		LEGAL	FICA TAXES	1,905.35
135	602600		LEGAL	HEALTH INSURANCE	3,785.03
145	600100		GENERAL ADMINISTRATION	WAGES AND SALARIES	38,904.36
145	601900		GENERAL ADMINISTRATION	STATE RETIREMENT	6,032.93
145	602200		GENERAL ADMINISTRATION	FICA TAXES	2,825.24
145	602600		GENERAL ADMINISTRATION	HEALTH INSURANCE	5,424.41
150	600100		INFORMATION TECHNOLOGY	WAGES AND SALARIES	23,001.64
150	600400		INFORMATION TECHNOLOGY	OVERTIME	304.68
150	601900		INFORMATION TECHNOLOGY	STATE RETIREMENT	3,644.78
150	602200		INFORMATION TECHNOLOGY	FICA TAXES	1,652.57
150	602600		INFORMATION TECHNOLOGY	HEALTH INSURANCE	5,316.64
213	600100		POLICE OPERATING	WAGES AND SALARIES	330,181.88
213	600400		POLICE OPERATING	OVERTIME	33,680.86
213	601000		POLICE OPERATING	HOLIDAY PAY	3,754.72
213	601900		POLICE OPERATING	STATE RETIREMENT	57,899.71
213	602200		POLICE OPERATING	FICA TAXES	26,582.53
213	602600		POLICE OPERATING	HEALTH INSURANCE	60,964.69
290	600100		FIRE	WAGES AND SALARIES	250,405.55
290	600400		FIRE	OVERTIME	51,918.72
290	601000		FIRE	HOLIDAY PAY	6,634.68
290	601900		FIRE	STATE RETIREMENT	48,661.11
290	602200		FIRE	FICA TAXES	22,342.92
290	602600		FIRE	HEALTH INSURANCE	50,714.62
313	600100		PUBLIC WORKS ADMIN	WAGES AND SALARIES	16,128.87
313	601900		PUBLIC WORKS ADMIN	STATE RETIREMENT	2,549.75
313	602200		PUBLIC WORKS ADMIN	FICA TAXES	1,193.25
313	602600		PUBLIC WORKS ADMIN	HEALTH INSURANCE	1,551.52
315	600100		TRAFFIC CONTROL AND SAFETY	WAGES AND SALARIES	12,958.65
315	600400		TRAFFIC CONTROL AND SAFETY	OVERTIME	766.06
315	601900		TRAFFIC CONTROL AND SAFETY	STATE RETIREMENT	2,171.09
315	602200		TRAFFIC CONTROL AND SAFETY	FICA TAXES	1,027.81
315	602600		TRAFFIC CONTROL AND SAFETY	HEALTH INSURANCE	1,775.22
335	600100		MAINTENANCE GARAGE	WAGES AND SALARIES	14,064.07

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 032819

PAY PERIOD 03/11/2019 to 03/24/2019

CHECK DATE 03/28/2019

YEAR 2019 PERIOD 6
EXPENDITURE ENTRIES
SHORT DESC 032819

GL EFF DATE 03/28/2019
REFERENCE 032819
REFERENCE2 1032819

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
335	601900		MAINTENANCE GARAGE	STATE RETIREMENT	2,219.83
335	602200		MAINTENANCE GARAGE	FICA TAXES	1,035.68
335	602600		MAINTENANCE GARAGE	HEALTH INSURANCE	1,795.03
325	600100		ENGINEERING	WAGES AND SALARIES	16,954.09
325	601900		ENGINEERING	STATE RETIREMENT	2,675.00
325	602200		ENGINEERING	FICA TAXES	1,248.32
325	602600		ENGINEERING	HEALTH INSURANCE	2,472.86
411	600100		LEISURE SERVICES	WAGES AND SALARIES	67,252.48
411	600100	41130	LEISURE SERVICES	WAGES AND SALARIES	855.59
411	600100	41136	LEISURE SERVICES	WAGES AND SALARIES	6,382.50
411	600100	41138	LEISURE SERVICES	WAGES AND SALARIES	7.69
411	600100	41140	LEISURE SERVICES	WAGES AND SALARIES	1,103.30
411	600100	41143	LEISURE SERVICES	WAGES AND SALARIES	1,103.30
411	600100	41144	LEISURE SERVICES	WAGES AND SALARIES	2,395.99
411	600400		LEISURE SERVICES	OVERTIME	1,687.55
411	600400	41136	LEISURE SERVICES	OVERTIME	1,670.02
411	600400	41140	LEISURE SERVICES	OVERTIME	155.15
411	600400	41144	LEISURE SERVICES	OVERTIME	20.34
411	601900		LEISURE SERVICES	STATE RETIREMENT	10,772.61
411	601900	41130	LEISURE SERVICES	STATE RETIREMENT	134.76
411	601900	41136	LEISURE SERVICES	STATE RETIREMENT	1,273.00
411	601900	41138	LEISURE SERVICES	STATE RETIREMENT	1.21
411	601900	41140	LEISURE SERVICES	STATE RETIREMENT	198.21
411	601900	41143	LEISURE SERVICES	STATE RETIREMENT	173.77
411	601900	41144	LEISURE SERVICES	STATE RETIREMENT	380.57
411	602200		LEISURE SERVICES	FICA TAXES	4,993.69
411	602200	41130	LEISURE SERVICES	FICA TAXES	65.46
411	602200	41136	LEISURE SERVICES	FICA TAXES	612.80
411	602200	41138	LEISURE SERVICES	FICA TAXES	.58
411	602200	41140	LEISURE SERVICES	FICA TAXES	82.69
411	602200	41143	LEISURE SERVICES	FICA TAXES	73.91
411	602200	41144	LEISURE SERVICES	FICA TAXES	183.13
411	602600		LEISURE SERVICES	HEALTH INSURANCE	14,693.91
411	602600	41136	LEISURE SERVICES	HEALTH INSURANCE	458.87
411	602600	41138	LEISURE SERVICES	HEALTH INSURANCE	1.16
411	602600	41140	LEISURE SERVICES	HEALTH INSURANCE	541.91
411	602600	41143	LEISURE SERVICES	HEALTH INSURANCE	436.11
411	602600	41144	LEISURE SERVICES	HEALTH INSURANCE	25.00
415	600100		BUILDING MAINTENANCE	WAGES AND SALARIES	1,140.86
415	600400		BUILDING MAINTENANCE	OVERTIME	37.43
415	601900		BUILDING MAINTENANCE	STATE RETIREMENT	185.58
415	602200		BUILDING MAINTENANCE	FICA TAXES	85.90
415	602600		BUILDING MAINTENANCE	HEALTH INSURANCE	273.90
611	600100		PLANNING AND ZONING	WAGES AND SALARIES	40,561.56
611	601900		PLANNING AND ZONING	STATE RETIREMENT	6,388.43
611	602200		PLANNING AND ZONING	FICA TAXES	2,915.44
611	602600		PLANNING AND ZONING	HEALTH INSURANCE	8,276.96
621	600100		ECONOMIC DEVELOPMENT	WAGES AND SALARIES	6,042.45

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 032819

PAY PERIOD 03/11/2019 to 03/24/2019

CHECK DATE 03/28/2019

YEAR 2019 PERIOD 6
EXPENDITURE ENTRIES
SHORT DESC 032819

GL EFF DATE 03/28/2019
REFERENCE 032819
REFERENCE2 1032819

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
621	601900		ECONOMIC DEVELOPMENT	STATE RETIREMENT	951.69
621	602200		ECONOMIC DEVELOPMENT	FICA TAXES	449.41
621	602600		ECONOMIC DEVELOPMENT	HEALTH INSURANCE	725.73
FUND TOTALS					1,409,564.07
511	600100	05600	COMMUNITY DEVELOPMENT	WAGES AND SALARIES	2,913.20
511	601900	05600	COMMUNITY DEVELOPMENT	STATE RETIREMENT	458.83
511	602200	05600	COMMUNITY DEVELOPMENT	FICA TAXES	214.76
511	602600	05600	COMMUNITY DEVELOPMENT	HEALTH INSURANCE	369.68
515	600100	74500	HOME CONSORTIUM-GULFPORT	WAGES AND SALARIES	3,438.16
515	601900	74500	HOME CONSORTIUM-GULFPORT	STATE RETIREMENT	541.51
515	602200	74500	HOME CONSORTIUM-GULFPORT	FICA TAXES	223.30
515	602600	74500	HOME CONSORTIUM-GULFPORT	HEALTH INSURANCE	952.94
FUND TOTALS					9,112.38
811	600100		UTILITY BILLING	WAGES AND SALARIES	24,259.09
811	601900		UTILITY BILLING	STATE RETIREMENT	3,820.81
811	602200		UTILITY BILLING	FICA TAXES	1,711.51
811	602600		UTILITY BILLING	HEALTH INSURANCE	6,409.24
825	600100		SEWER OPERATIONS	WAGES AND SALARIES	1,540.26
825	601900		SEWER OPERATIONS	STATE RETIREMENT	242.59
825	602200		SEWER OPERATIONS	FICA TAXES	114.94
825	602600		SEWER OPERATIONS	HEALTH INSURANCE	298.90
FUND TOTALS					38,397.34
445	600100		JOSEPH T JONES	WAGES AND SALARIES	7,487.90
445	600400		JOSEPH T JONES	OVERTIME	309.96
445	601900		JOSEPH T JONES	STATE RETIREMENT	1,228.17
445	602200		JOSEPH T JONES	FICA TAXES	580.82
445	602600		JOSEPH T JONES	HEALTH INSURANCE	837.62
FUND TOTALS					10,444.47
GRAND TOTALS					1,467,518.26

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 032819

PAY PERIOD 03/11/2019 to 03/24/2019

CHECK DATE 03/28/2019

PAYROLL VENDOR INVOICES TO BE CREATED

VENDOR	REMIT NAME	WITHOLDING ORG/OBJ/PROJ	AMOUNT
1282	GROUP HEALTH LIFE AND DISABILITY	001-214350-	5,561.22
		Total for vendor/remit: 1282/0	5,561.22

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2019 6 61057	PRJ 001-100351	03/28/2019	032819	032819	1032819	1032819	PAYROLL CLEARING WARRANT=032819 RUN=1 BIWEEKLY		773,262.54	
	PRJ 001-213700	03/28/2019	032819	032819	1032819	1032819	WITHHOLDING-FEDERAL WARRANT=032819 RUN=1 BIWEEKLY			74,367.40
	PRJ 001-213700	03/28/2019	032819	032819	1032819	1032819	WITHHOLDING-FEDERAL WARRANT=032819 RUN=1 BIWEEKLY		74,367.40	
	PRJ 001-100351	03/28/2019	032819	032819	1032819	1032819	PAYROLL CLEARING WARRANT=032819 RUN=1 BIWEEKLY			2,768,948.75
	PRJ 001-213900	03/28/2019	032819	032819	1032819	1032819	WITHHOLDING-STATE WARRANT=032819 RUN=1 BIWEEKLY			28,947.32
	PRJ 001-213900	03/28/2019	032819	032819	1032819	1032819	WITHHOLDING-STATE WARRANT=032819 RUN=1 BIWEEKLY		56,437.70	
	PRJ 001-214100	03/28/2019	032819	032819	1032819	1032819	WITHHOLDING-RETIREMENT WARRANT=032819 RUN=1 BIWEEKLY			259,167.94
	PRJ 001-214100	03/28/2019	032819	032819	1032819	1032819	WITHHOLDING-RETIREMENT WARRANT=032819 RUN=1 BIWEEKLY		510,976.44	
	PRJ 001-214300	03/28/2019	032819	032819	1032819	1032819	WITHHOLDING-HEALTH INSURANCE WARRANT=032819 RUN=1 BIWEEKLY			224,248.34
	PRJ 001-214300	03/28/2019	032819	032819	1032819	1032819	WITHHOLDING-HEALTH INSURANCE WARRANT=032819 RUN=1 BIWEEKLY		448,441.60	
	PRJ 001-214350	03/28/2019	032819	032819	1032819	1032819	WITHHOLDING-VISION 100%EE PAID WARRANT=032819 RUN=1 BIWEEKLY			2,783.40
	PRJ 001-214400	03/28/2019	032819	032819	1032819	1032819	WITHHOLDING-FLEX SPENDING ACCT WARRANT=032819 RUN=1 BIWEEKLY			4,108.89
	PRJ 001-214400	03/28/2019	032819	032819	1032819	1032819	WITHHOLDING-FLEX SPENDING ACCT WARRANT=032819 RUN=1 BIWEEKLY		8,234.45	
	PRJ 001-214700	03/28/2019	032819	032819	1032819	1032819	WITHHOLDING-GARNISHMENTS WARRANT=032819 RUN=1 BIWEEKLY			7,932.03
	PRJ 001-214700	03/28/2019	032819	032819	1032819	1032819	WITHHOLDING-GARNISHMENTS WARRANT=032819 RUN=1 BIWEEKLY		11,345.01	
	PRJ 001-214900	03/28/2019	032819	032819	1032819	1032819	WITHHOLDING-DEFERRED COMP WARRANT=032819 RUN=1 BIWEEKLY			7,247.26
	PRJ 001-214900	03/28/2019	032819	032819	1032819	1032819	WITHHOLDING-DEFERRED COMP WARRANT=032819 RUN=1 BIWEEKLY		14,494.52	
	PRJ 001-215900	03/28/2019	032819	032819	1032819	1032819	WITHHOLDING-POLICE BENEVOLENT WARRANT=032819 RUN=1 BIWEEKLY			469.75
	PRJ 001-215900	03/28/2019	032819	032819	1032819	1032819	WITHHOLDING-POLICE BENEVOLENT WARRANT=032819 RUN=1 BIWEEKLY		939.50	
	PRJ 001-216100	03/28/2019	032819	032819	1032819	1032819	WITHHOLDING-COLONIAL LIFE WARRANT=032819 RUN=1 BIWEEKLY			112.42
	PRJ 001-216100	03/28/2019	032819	032819	1032819	1032819	WITHHOLDING-COLONIAL LIFE WARRANT=032819 RUN=1 BIWEEKLY		224.84	
	PRJ 001-216150	03/28/2019	032819	032819	1032819	1032819	WITHHOLDING-LINCOLN NATL LIFE WARRANT=032819 RUN=1 BIWEEKLY			5,601.48
	PRJ 001-216150	03/28/2019	032819	032819	1032819	1032819	WITHHOLDING-LINCOLN NATL LIFE WARRANT=032819 RUN=1 BIWEEKLY		11,218.78	
	PRJ 001-216300						WITHHOLDING-AFLAC			5,531.98

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PRJ 001-216300	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY WITHHOLDING-AFLAC		11,063.96	
PRJ 001-216400	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY WITHHOLDING-UNUM			883.11
PRJ 001-216400	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY WITHHOLDING-UNUM		1,787.67	
PRJ 001-216500	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY WITHHOLDING-PREPAID LEGAL			37.40
PRJ 001-216500	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY WITHHOLDING-PREPAID LEGAL		74.80	
PRJ 001-216700	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY ACCRUED AND WITHHELD FICA			151,823.82
PRJ 001-216700	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY ACCRUED AND WITHHELD FICA		151,823.82	
PRJ 111-600100	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY WAGES AND SALARIES		14,963.94	
PRJ 111-601900	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY STATE RETIREMENT		2,356.82	
PRJ 111-602200	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY FICA TAXES		1,119.55	
PRJ 111-602600	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY HEALTH INSURANCE		1,228.91	
PRJ 115-600100	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY WAGES AND SALARIES		8,297.05	
PRJ 115-601900	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY STATE RETIREMENT		1,252.26	
PRJ 115-602200	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY FICA TAXES		553.06	
PRJ 115-602600	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY HEALTH INSURANCE		3,007.81	
PRJ 125-600100	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY WAGES AND SALARIES		29,420.81	
PRJ 125-601900	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY STATE RETIREMENT		4,633.77	
PRJ 125-602200	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY FICA TAXES		2,117.29	
PRJ 125-602600	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY HEALTH INSURANCE		5,622.27	
PRJ 135-600100	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY WAGES AND SALARIES		25,996.72	
PRJ 135-601900	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY STATE RETIREMENT		4,094.49	
PRJ 135-602200	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY FICA TAXES		1,905.35	
PRJ 135-602600	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY HEALTH INSURANCE		3,785.03	
PRJ 145-600100	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY WAGES AND SALARIES		38,904.36	
	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			

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PRJ 145-601900	03/28/2019	032819	032819	1032819	1032819	STATE RETIREMENT		6,032.93	
PRJ 145-602200	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 145-602600	03/28/2019	032819	032819	1032819	1032819	FICA TAXES		2,825.24	
PRJ 150-600100	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 150-600400	03/28/2019	032819	032819	1032819	1032819	HEALTH INSURANCE		5,424.41	
PRJ 150-601900	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 150-602200	03/28/2019	032819	032819	1032819	1032819	WAGES AND SALARIES		23,001.64	
PRJ 150-602600	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 213-600100	03/28/2019	032819	032819	1032819	1032819	OVERTIME		304.68	
PRJ 213-600400	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 213-601000	03/28/2019	032819	032819	1032819	1032819	STATE RETIREMENT		3,644.78	
PRJ 213-601900	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 213-602200	03/28/2019	032819	032819	1032819	1032819	FICA TAXES		1,652.57	
PRJ 213-602600	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 213-600100	03/28/2019	032819	032819	1032819	1032819	HEALTH INSURANCE		5,316.64	
PRJ 213-600400	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 213-601000	03/28/2019	032819	032819	1032819	1032819	WAGES AND SALARIES		330,181.88	
PRJ 213-601900	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 213-602200	03/28/2019	032819	032819	1032819	1032819	OVERTIME		33,680.86	
PRJ 213-602600	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 290-600100	03/28/2019	032819	032819	1032819	1032819	HOLIDAY PAY		3,754.72	
PRJ 290-600400	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 290-601000	03/28/2019	032819	032819	1032819	1032819	STATE RETIREMENT		57,899.71	
PRJ 290-601900	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 290-602200	03/28/2019	032819	032819	1032819	1032819	FICA TAXES		26,582.53	
PRJ 290-602600	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 290-600100	03/28/2019	032819	032819	1032819	1032819	HEALTH INSURANCE		60,964.69	
PRJ 290-600400	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 290-601000	03/28/2019	032819	032819	1032819	1032819	WAGES AND SALARIES		250,405.55	
PRJ 290-601900	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 290-602200	03/28/2019	032819	032819	1032819	1032819	OVERTIME		51,918.72	
PRJ 290-602600	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 313-600100	03/28/2019	032819	032819	1032819	1032819	HOLIDAY PAY		6,634.68	
PRJ 313-600400	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 313-601000	03/28/2019	032819	032819	1032819	1032819	STATE RETIREMENT		48,661.11	
PRJ 313-601900	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 313-602200	03/28/2019	032819	032819	1032819	1032819	FICA TAXES		22,342.92	
PRJ 313-602600	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 315-600100	03/28/2019	032819	032819	1032819	1032819	HEALTH INSURANCE		50,714.62	
PRJ 315-600400	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 315-601000	03/28/2019	032819	032819	1032819	1032819	WAGES AND SALARIES		16,128.87	
PRJ 315-601900	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 315-602200	03/28/2019	032819	032819	1032819	1032819	STATE RETIREMENT		2,549.75	
PRJ 315-602600	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 315-600100	03/28/2019	032819	032819	1032819	1032819	FICA TAXES		1,193.25	
PRJ 315-600400	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 315-601000	03/28/2019	032819	032819	1032819	1032819	HEALTH INSURANCE		1,551.52	
PRJ 315-601900	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 315-602200	03/28/2019	032819	032819	1032819	1032819	WAGES AND SALARIES		12,958.65	

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PRJ 315-600400	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY OVERTIME		766.06	
PRJ 315-601900	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY STATE RETIREMENT		2,171.09	
PRJ 315-602200	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY FICA TAXES		1,027.81	
PRJ 315-602600	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY HEALTH INSURANCE		1,775.22	
PRJ 335-600100	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY WAGES AND SALARIES		14,064.07	
PRJ 335-601900	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY STATE RETIREMENT		2,219.83	
PRJ 335-602200	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY FICA TAXES		1,035.68	
PRJ 335-602600	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY HEALTH INSURANCE		1,795.03	
PRJ 325-600100	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY WAGES AND SALARIES		16,954.09	
PRJ 325-601900	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY STATE RETIREMENT		2,675.00	
PRJ 325-602200	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY FICA TAXES		1,248.32	
PRJ 325-602600	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY HEALTH INSURANCE		2,472.86	
PRJ 411-600100	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY WAGES AND SALARIES		67,252.48	
PRJ 411-600100-41130	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY WAGES AND SALARIES		855.59	
PRJ 411-600100-41136	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY WAGES AND SALARIES		6,382.50	
PRJ 411-600100-41138	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY WAGES AND SALARIES		7.69	
PRJ 411-600100-41140	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY WAGES AND SALARIES		1,103.30	
PRJ 411-600100-41143	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY WAGES AND SALARIES		1,103.30	
PRJ 411-600100-41144	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY WAGES AND SALARIES		2,395.99	
PRJ 411-600400	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY OVERTIME		1,687.55	
PRJ 411-600400-41136	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY OVERTIME		1,670.02	
PRJ 411-600400-41140	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY OVERTIME		155.15	
PRJ 411-600400-41144	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY OVERTIME		20.34	
PRJ 411-601900	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY STATE RETIREMENT		10,772.61	
	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 411-601900-41130	03/28/2019 032819		032819	1032819	1032819	STATE RETIREMENT WARRANT=032819 RUN=1 BIWEEKLY		134.76	
PRJ 411-601900-41136	03/28/2019 032819		032819	1032819	1032819	STATE RETIREMENT WARRANT=032819 RUN=1 BIWEEKLY		1,273.00	
PRJ 411-601900-41138	03/28/2019 032819		032819	1032819	1032819	STATE RETIREMENT WARRANT=032819 RUN=1 BIWEEKLY		1.21	
PRJ 411-601900-41140	03/28/2019 032819		032819	1032819	1032819	STATE RETIREMENT WARRANT=032819 RUN=1 BIWEEKLY		198.21	
PRJ 411-601900-41143	03/28/2019 032819		032819	1032819	1032819	STATE RETIREMENT WARRANT=032819 RUN=1 BIWEEKLY		173.77	
PRJ 411-601900-41144	03/28/2019 032819		032819	1032819	1032819	STATE RETIREMENT WARRANT=032819 RUN=1 BIWEEKLY		380.57	
PRJ 411-602200	03/28/2019 032819		032819	1032819	1032819	FICA TAXES WARRANT=032819 RUN=1 BIWEEKLY		4,993.69	
PRJ 411-602200-41130	03/28/2019 032819		032819	1032819	1032819	FICA TAXES WARRANT=032819 RUN=1 BIWEEKLY		65.46	
PRJ 411-602200-41136	03/28/2019 032819		032819	1032819	1032819	FICA TAXES WARRANT=032819 RUN=1 BIWEEKLY		612.80	
PRJ 411-602200-41138	03/28/2019 032819		032819	1032819	1032819	FICA TAXES WARRANT=032819 RUN=1 BIWEEKLY		.58	
PRJ 411-602200-41140	03/28/2019 032819		032819	1032819	1032819	FICA TAXES WARRANT=032819 RUN=1 BIWEEKLY		82.69	
PRJ 411-602200-41143	03/28/2019 032819		032819	1032819	1032819	FICA TAXES WARRANT=032819 RUN=1 BIWEEKLY		73.91	
PRJ 411-602200-41144	03/28/2019 032819		032819	1032819	1032819	FICA TAXES WARRANT=032819 RUN=1 BIWEEKLY		183.13	
PRJ 411-602600	03/28/2019 032819		032819	1032819	1032819	HEALTH INSURANCE WARRANT=032819 RUN=1 BIWEEKLY		14,693.91	
PRJ 411-602600-41136	03/28/2019 032819		032819	1032819	1032819	HEALTH INSURANCE WARRANT=032819 RUN=1 BIWEEKLY		458.87	
PRJ 411-602600-41138	03/28/2019 032819		032819	1032819	1032819	HEALTH INSURANCE WARRANT=032819 RUN=1 BIWEEKLY		1.16	
PRJ 411-602600-41140	03/28/2019 032819		032819	1032819	1032819	HEALTH INSURANCE WARRANT=032819 RUN=1 BIWEEKLY		541.91	
PRJ 411-602600-41143	03/28/2019 032819		032819	1032819	1032819	HEALTH INSURANCE WARRANT=032819 RUN=1 BIWEEKLY		436.11	
PRJ 411-602600-41144	03/28/2019 032819		032819	1032819	1032819	HEALTH INSURANCE WARRANT=032819 RUN=1 BIWEEKLY		25.00	
PRJ 415-600100	03/28/2019 032819		032819	1032819	1032819	WAGES AND SALARIES WARRANT=032819 RUN=1 BIWEEKLY		1,140.86	
PRJ 415-600400	03/28/2019 032819		032819	1032819	1032819	OVERTIME WARRANT=032819 RUN=1 BIWEEKLY		37.43	
PRJ 415-601900	03/28/2019 032819		032819	1032819	1032819	STATE RETIREMENT WARRANT=032819 RUN=1 BIWEEKLY		185.58	
PRJ 415-602200	03/28/2019 032819		032819	1032819	1032819	FICA TAXES WARRANT=032819 RUN=1 BIWEEKLY		85.90	
PRJ 415-602600	03/28/2019 032819		032819	1032819	1032819	HEALTH INSURANCE WARRANT=032819 RUN=1 BIWEEKLY		273.90	
PRJ 611-600100						WAGES AND SALARIES		40,561.56	

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 611-601900	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 611-602200	03/28/2019	032819	032819	1032819	1032819	STATE RETIREMENT WARRANT=032819 RUN=1 BIWEEKLY		6,388.43	
PRJ 611-602600	03/28/2019	032819	032819	1032819	1032819	FICA TAXES WARRANT=032819 RUN=1 BIWEEKLY		2,915.44	
PRJ 621-600100	03/28/2019	032819	032819	1032819	1032819	HEALTH INSURANCE WARRANT=032819 RUN=1 BIWEEKLY		8,276.96	
PRJ 621-601900	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY		6,042.45	
PRJ 621-602200	03/28/2019	032819	032819	1032819	1032819	STATE RETIREMENT WARRANT=032819 RUN=1 BIWEEKLY		951.69	
PRJ 621-602600	03/28/2019	032819	032819	1032819	1032819	FICA TAXES WARRANT=032819 RUN=1 BIWEEKLY		449.41	
PRJ 511-600100-05600	03/28/2019	032819	032819	1032819	1032819	HEALTH INSURANCE WARRANT=032819 RUN=1 BIWEEKLY		725.73	
PRJ 511-601900-05600	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY		2,913.20	
PRJ 511-602200-05600	03/28/2019	032819	032819	1032819	1032819	STATE RETIREMENT WARRANT=032819 RUN=1 BIWEEKLY		458.83	
PRJ 511-602600-05600	03/28/2019	032819	032819	1032819	1032819	FICA TAXES WARRANT=032819 RUN=1 BIWEEKLY		214.76	
PRJ 515-600100-74500	03/28/2019	032819	032819	1032819	1032819	HEALTH INSURANCE WARRANT=032819 RUN=1 BIWEEKLY		369.68	
PRJ 515-601900-74500	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY		3,438.16	
PRJ 515-602200-74500	03/28/2019	032819	032819	1032819	1032819	STATE RETIREMENT WARRANT=032819 RUN=1 BIWEEKLY		541.51	
PRJ 515-602600-74500	03/28/2019	032819	032819	1032819	1032819	FICA TAXES WARRANT=032819 RUN=1 BIWEEKLY		223.30	
PRJ 811-600100	03/28/2019	032819	032819	1032819	1032819	HEALTH INSURANCE WARRANT=032819 RUN=1 BIWEEKLY		952.94	
PRJ 811-601900	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY		24,259.09	
PRJ 811-602200	03/28/2019	032819	032819	1032819	1032819	STATE RETIREMENT WARRANT=032819 RUN=1 BIWEEKLY		3,820.81	
PRJ 811-602600	03/28/2019	032819	032819	1032819	1032819	FICA TAXES WARRANT=032819 RUN=1 BIWEEKLY		1,711.51	
PRJ 825-600100	03/28/2019	032819	032819	1032819	1032819	HEALTH INSURANCE WARRANT=032819 RUN=1 BIWEEKLY		6,409.24	
PRJ 825-601900	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY		1,540.26	
PRJ 825-602200	03/28/2019	032819	032819	1032819	1032819	STATE RETIREMENT WARRANT=032819 RUN=1 BIWEEKLY		242.59	
PRJ 825-602600	03/28/2019	032819	032819	1032819	1032819	FICA TAXES WARRANT=032819 RUN=1 BIWEEKLY		114.94	
PRJ 445-600100	03/28/2019	032819	032819	1032819	1032819	HEALTH INSURANCE WARRANT=032819 RUN=1 BIWEEKLY		298.90	
	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY		7,487.90	

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 445-600400	03/28/2019	032819	032819	1032819	1032819	OVERTIME		309.96	
PRJ 445-601900	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 445-602200	03/28/2019	032819	032819	1032819	1032819	STATE RETIREMENT		1,228.17	
PRJ 445-602600	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 445-602600	03/28/2019	032819	032819	1032819	1032819	FICA TAXES		580.82	
PRJ 445-602600	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 445-602600	03/28/2019	032819	032819	1032819	1032819	HEALTH INSURANCE		837.62	
PRJ 445-602600	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
GENERAL LEDGER TOTAL								3,542,211.29	3,542,211.29
PRJ 001-200100	03/28/2019					EQTY IN PLD CASH-GENERAL		1,409,564.07	
PRJ 010-110100	03/28/2019					EQUITY IN POOLED CASH			1,409,564.07
PRJ 001-201900	03/28/2019					EQTY IN PLD CASH-CDBG		9,112.38	
PRJ 200-110100	03/28/2019					EQUITY IN POOLED CASH			9,112.38
PRJ 001-203700	03/28/2019					EQTY IN PLD CASH-WATER\SEWER		38,397.34	
PRJ 400-110100	03/28/2019					EQUITY IN POOLED CASH			38,397.34
PRJ 001-204300	03/28/2019					EQTY IN PLD CASH-J T JONES		10,444.47	
PRJ 420-110100	03/28/2019					EQUITY IN POOLED CASH			10,444.47
SYSTEM GENERATED ENTRIES TOTAL								1,467,518.26	1,467,518.26
JOURNAL 2019/06/61057 TOTAL								5,009,729.55	5,009,729.55
2019 6 61057									
PRJ 010-311300	03/28/2019	032819	032819	1032819	1032819	EXPENDITURE CONTROL		1,409,564.07	
PRJ 200-311300	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 400-311300	03/28/2019	032819	032819	1032819	1032819	EXPENDITURE CONTROL		9,112.38	
PRJ 420-311300	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 420-311300	03/28/2019	032819	032819	1032819	1032819	EXPENDITURE CONTROL		38,397.34	
PRJ 420-311300	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			
PRJ 420-311300	03/28/2019	032819	032819	1032819	1032819	EXPENDITURE CONTROL		10,444.47	
PRJ 420-311300	03/28/2019	032819	032819	1032819	1032819	WARRANT=032819 RUN=1 BIWEEKLY			

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FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001	POOLED CASH	2019	6	61057	03/28/2019			
	001-100351					PAYROLL CLEARING	773,262.54	
	001-100351					PAYROLL CLEARING		2,768,948.75
	001-200100					EQTY IN PLD CASH-GENERAL	1,409,564.07	
	001-201900					EQTY IN PLD CASH-CDBG	9,112.38	
	001-203700					EQTY IN PLD CASH-WATER\SEWER	38,397.34	
	001-204300					EQTY IN PLD CASH-J T JONES	10,444.47	
	001-213700					WITHHOLDING-FEDERAL	74,367.40	
	001-213700					WITHHOLDING-FEDERAL		74,367.40
	001-213900					WITHHOLDING-STATE	56,437.70	
	001-213900					WITHHOLDING-STATE		28,947.32
	001-214100					WITHHOLDING-RETIREMENT	510,976.44	
	001-214100					WITHHOLDING-RETIREMENT		259,167.94
	001-214300					WITHHOLDING-HEALTH INSURANCE	448,441.60	
	001-214300					WITHHOLDING-HEALTH INSURANCE		224,248.34
	001-214350					WITHHOLDING-VISION 100%EE PAID		2,783.40
	001-214400					WITHHOLDING-FLEX SPENDING ACCT	8,234.45	
	001-214400					WITHHOLDING-FLEX SPENDING ACCT		4,108.89
	001-214700					WITHHOLDING-GARNISHMENTS	11,345.01	
	001-214700					WITHHOLDING-GARNISHMENTS		7,932.03
	001-214900					WITHHOLDING-DEFERRED COMP	14,494.52	
	001-214900					WITHHOLDING-DEFERRED COMP		7,247.26
	001-215900					WITHHOLDING-POLICE BENEVOLENT	939.50	
	001-215900					WITHHOLDING-POLICE BENEVOLENT		469.75
	001-216100					WITHHOLDING-COLONIAL LIFE	224.84	
	001-216100					WITHHOLDING-COLONIAL LIFE		112.42
	001-216150					WITHHOLDING-LINCOLN NATL LIFE	11,218.78	
	001-216150					WITHHOLDING-LINCOLN NATL LIFE		5,601.48
	001-216300					WITHHOLDING-AFLAC	11,063.96	
	001-216300					WITHHOLDING-AFLAC		5,531.98
	001-216400					WITHHOLDING-UNUM	1,787.67	
	001-216400					WITHHOLDING-UNUM		883.11
	001-216500					WITHHOLDING-PREPAID LEGAL	74.80	
	001-216500					WITHHOLDING-PREPAID LEGAL		37.40
	001-216700					ACCRUED AND WITHHELD FICA	151,823.82	
	001-216700					ACCRUED AND WITHHELD FICA		151,823.82
						FUND TOTAL	3,542,211.29	3,542,211.29
010	GENERAL FUND	2019	6	61057	03/28/2019			
	010-110100					EQUITY IN POOLED CASH		1,409,564.07
	010-311300					EXPENDITURE CONTROL	1,409,564.07	
						FUND TOTAL	1,409,564.07	1,409,564.07
200	COMMUNITY DEVELOPMENT	2019	6	61057	03/28/2019			
	200-110100					EQUITY IN POOLED CASH		9,112.38
	200-311300					EXPENDITURE CONTROL	9,112.38	

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FUND ACCOUNT	YEAR PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
					FUND TOTAL	9,112.38	9,112.38
400 WATER/SEWER UTILITY FUND	2019 6	61057	03/28/2019				
400-110100					EQUITY IN POOLED CASH		38,397.34
400-311300					EXPENDITURE CONTROL	38,397.34	
					FUND TOTAL	38,397.34	38,397.34
420 JOSEPH T JONES	2019 6	61057	03/28/2019				
420-110100					EQUITY IN POOLED CASH		10,444.47
420-311300					EXPENDITURE CONTROL	10,444.47	
					FUND TOTAL	10,444.47	10,444.47

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FUND		DUE TO	DUE FROM
001	POOLED CASH	1,467,518.26	
010	GENERAL FUND		1,409,564.07
200	COMMUNITY DEVELOPMENT		9,112.38
400	WATER/SEWER UTILITY FUND		38,397.34
420	JOSEPH T JONES		10,444.47
TOTAL		1,467,518.26	1,467,518.26

** END OF REPORT - Generated by Shelia Casey **



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Jeremy Perry, Records Manager
Administration

Date: 4/4/2019

Subject: Public Records Requests - for the month of February, 2019 - to be made a part of the minutes.

Recommendation:

Public Records Requests Report

To: Mayor Billy Hewes and Council Members

From: Jeremy Perry- Records Manager

Subject: February 2019 Records Requests

Date: April 4, 2019

Below is the monthly Records Request Report for February 2019. Seventy Eight (**78**) records requests submitted. The amount collected for all thus far **\$408.58**. Payments are pending for zero (**0**) requests. Please feel free to contact me at jperry@gulfport-ms.gov and/or (228)868-5705 Ext 6556.

Department	Requestor	Request Date	Completion Date	Requested Information	Status	Cost
Court	Vaughn Gresham Mississippi Board of Nursing State of Mississippi	2/4/2019	2/7/2019	GPD 18-009336 Tiffany Johnson DOB 1/27/83	Completed	\$0.00
Court	Lacresia Gilkey	2/4/2019	2/7/2019	Lacresia Gilkey DOB 3/29/85	Completed	\$9.00
Court	Jose Rodriguez	2/4/2019	2/7/2019	Jose Rodriguez (Disposition) DOB 6/13/79	Completed	\$9.49
Urban Development	Allstate Parks Agency, LLC/ Ashley Barrett	2/4/2019	2/5/2019	Certificate of Occupancy -- 13401 Locust Hill Drive	No Documents	\$0.00
Police/Court	Det. Brad Gross / Long Beach Police Department	2/5/2019	2/7/2019	Daniels, Idus Leonard DOB 11/8/62	Completed	\$0.00
Court	Gretchen Hanson	2/5/2019	2/7/2019	Gretchen Hanson DOB 1/21/84 -- Abstract	Completed	\$9.00
Court	Leigha Francois	2/5/2019	2/14/2019	Leigha Francois DOB 3/9/89 (3)	Completed	\$9.75
Court	Austin Q. Dickerson	2/5/2019	2/8/2019	Austin Q. Dickerson DOB 10/12/84	Completed	\$9.00
Public Works	Sterling Foster	2/5/2019	2/11/2019	Oak Island Subdivision (Punch List)	Completed	\$0.00

Public Records Requests Report

Urban Development	William H. Hill	2/6/2019	2/6/2019	7 HOLLY CT	Completed	\$0.00
Police/Court	Beverly Baruett	2/6/2019	2/6/2019	Docket #'s 201900503, 201900324, 201900502, 18- 025270, 18-026053 & 18-025270	Completed	\$0.00
Fire/UD/Police	Philip M. Brown or Jodi M. Brown	2/6/2019	2/6/2019	3012 23rd AVE (FIRE, DEMO & POLICE REPORTS)	Completed	\$0.00
Urban Development	Cheryl Mount	2/6/2019	2/13/2019	1/1/19 - 1/31/19 BUILDING PERMITS	Completed	\$8.75
Urban Development	Henry Cahill	2/6/2019	2/8/2019	15395 Mimosa Dr. -- Property: File #: 720668 Parcel: 0808D-03- 079.000	Completed	\$0.00
Court	Warren L. Conway, Conway & Associates, P. C	2/7/2019	2/14/2019	JOHN ANTHONY CARTER DOB 4/29/81	Completed	\$17.13
Court	NICS (Patterson)	2/7/2019	2/27/2019	Haynes, James Barnett DIB 11/24/65	Completed	\$0.00
Police	Debi Berger Investigations, Inc.	2/7/2019	2/21/2019	ACCIDENT 18- 026314 BODY CAM FOOTAGE	Completed	\$0.00
Urban Development	Seashore Highlands	2/7/2019	2/7/2019	Seashore Highlands- 1811PC121	Completed	\$6.12
Court	Eric Lamont Davis	2/7/2019	2/8/2019	Eric Lamont Davis DOB 10/10/76	Completed	\$9.00
Police	USS Paul Ignatius DDG-117	2/8/2019	2/13/2019	Case # 2019- 002091 DOB 11/14/81 (Franklin Williams)	Completed	\$0.00

Public Records Requests Report

Urban Development	Jada Powell / Accutrend Data Corporation	2/8/2019	2/8/2019	DBA for the month of January 2019	Completed	\$4.87
Urban Development	Chris Estrade	2/8/2019	2/8/2019	Business Privilege List January 2019	Completed	\$4.62
Police/Court	Sergeant Travis Wesley	2/11/2019	2/11/2019	Any involvement with Aron Ashbury DOB 2/24/89	Completed	\$0.00
Fire	April Reynolds	2/11/2019	2/12/2019	April Reynolds DOB 8/10/68	Completed	\$0.00
Urban Development	Tapper Security	2/11/2019	2/11/2019	January Business Listings.	Completed	\$4.62
Court	Adrian Bolden	2/11/2019	2/19/2019	Case #99001927 DOB 3/12/80	Completed	\$0.00
Urban Development	Richard Stifter/The Claims Center LLC	2/11/2019	2/11/2019	LJ Construction Liability Insurance attatched to Licensing or Registration	Completed	\$9.00
Urban Development	Tracie Normand - Mattina Insurance Agency	2/11/2019	2/11/2019	2500 13th Street	Completed	\$0.00
Police/Fire	Hung Vu -- 8352 HWY 49 RECORDS	2/12/2019	2/13/2019	8352 HWY 49 RECORDS	Completed	\$0.00
Police/Fire	Crystal Mayo / ANASEC	2/12/2019	2/12/2019	JEFFREY SCOTT DEAN DOB 8/12/70	Completed	\$0.00
Police	Billy Hewes Real Estate	2/12/2019	2/13/2019	2718 6th Avenue - - Service Call	Completed	\$0.00
Court	Montgomery Livingston/Department of Homeland Security	2/14/2019	2/14/2019	Sean Vincent Casper DOB 5/21/98	Completed	\$0.00
Court	Emily Fertig, Esq Morris Bart	2/13/2019	2/19/2019	Ben Barker DOB 3/15/57	Completed	\$0.00
Urban Development	David Adams	2/14/2019	2/15/2019	810 43rd Ave	Completed	\$0.00

Public Records Requests Report

Police	Tim C. Holleman	2/14/2019	2/15/2019	Timothy Wion DOB 6/27/65 -- Accident Report	Completed	\$0.00
Court	Agent Troy A. Carpentor / MDOC	2/14/2019	2/14/2019	Tyler Swackhammer DOB 5/6/98	Completed	\$0.00
Court	Agent Troy A. Carpentor / MDOC (2)	2/14/2019	2/19/2019	Eric Brown DOB 7/29/96	Completed	\$0.00
Court	Stanley Riley	2/14/2019	2/28/2019	Stanley Riley DOB 5/31/60	Completed	\$0.00
Urban Development	Erin Skaggs	2/15/2019	2/15/2019	Last 6 permits pulled by Hoda Electric	Completed	\$0.00
Urban Development	XLR8New Media	2/15/2019	2/19/2019	Business Privilege List for the last 3 months	Completed	\$5.12
Police	Shannon Shirey / NBIB / Perspecta	2/15/2019	2/21/2019	Roberts, Spenser Aaron DOB 9/30/92	Completed	\$0.00
Fire	Yvette Jackson / USA Insurance	2/19/2019	2/19/2019	Case # 19-0001196	Completed	\$0.00
Court	Gulfport Army Recruiting Station	2/19/2019	2/27/2019	KENNEDY, FRANK THOMAS JR. DOB 7/15/88	Completed	\$0.00
Court/Police	Jeffrey Melton	2/19/2019	2/19/2019	Jeffrey Melton DOB 1/8/54	No Documents	\$0.00
Court/Police	Tamarah Berry GDIT	2/19/2019	2/27/2019	Rusty Albert Sitter DOB 9/4/72	Completed	\$4.63
Police	Butler Snow LLP	2/19/2019	2/19/2019	Lester Mitchell DOA 12/26/18	Completed	\$0.00
Police	Julie Edwards / Currie Johnson & Myers, P. A.	2/19/2019	2/25/2019	Case # 15-024938 DVD & Photos	Completed	\$15.00
Police	Ryan Canon	2/19/2019	2/19/2019	Rose Moore DOA 2/18/19	Completed	\$0.00
Court	NICS (Winkle)	2/20/2019	2/27/2019	Bradley, Orenthian Jeston DOB 10/17/92	Completed	\$0.00

Public Records Requests Report

Fire	Oliver Zerod - Independent Insurance Adjuster	2/20/2019	2/21/2019	Case # 19-0000568	No Documents	\$0.00
Fire/UD	Jaylyn Porchay / AEI Consultants	2/21/2019	2/26/2019	2525 33RD ST COO, SITE PLANS, VARIANCES, ETC...	Completed	\$17.50
Court	Ambria Reynolds	2/21/2019	2/27/2019	Bella Dedeaus DOB 5/29/91	Completed	\$0.00
Court	Nargiz Omurbekova	2/22/2019		DOCKET # 201523238 AND 201523230 DOB 7/3/76	Completed	\$0.00
Court	Latania Daniels	2/22/2019	2/27/2019	TRAFFIC VIOLATIONS DOB 12/10/1986	Completed	\$0.00
Urban Development	Butler Snow LLP	2/22/2019	2/27/2019	SEASHORE HIGHLANDS	Completed	\$17.50
Urban Development	AEI Consultants, Shawn Gilthorpe	2/22/2019	2/25/2019	Environmental Survey 2525 33rd St	Completed	\$4.37
Court	Sara Carloson - Wimbush	2/22/2019		Abstract DOB 12/22/81	Completed	\$0.00
Court	Sandra J. Doll, United States Probation Office	2/22/2019	2/28/2019	MOODY, Myles DOB 1/8/88	Completed	\$0.00
Urban Development	Alexis King	2/22/2019	2/27/2019	Cambridge Apartments 10090 E Taylor Rd	Completed	\$10.75
Court/Police	O'Malley	2/22/2019	2/28/2019	HUGH M MOORE DOB 9/16/46	Completed	\$12.75
Court	NICS (Morgan)	2/25/2019	2/28/2019	Bridges, Samuel Marice DOB 5/4/98	Completed	\$0.00
Police	Ryan Canon	2/25/2019	2/25/2019	Case # 19-003456, CD of the photos taken at the scene	Completed	\$0.00

Public Records Requests Report

Fire/UD	Tara Hood	2/25/2019	2/26/2019	Sonic 15025 Creosote Road	No Documents	\$0.00
Fire/UD	Tara Hood (2)	2/25/2019	2/26/2019	Sonic at 11150 Lorraine Road	No Documents	\$0.00
Court	Beth Liberato	2/27/2019	2/27/2019	Anthony R. Liberato DOB 2/14/94	Completed	\$9.25
Fire	Richard Williamson	2/27/2019	2/28/2019	11497 Harris Dr	Completed	\$7.87
Court	NICS (Nickerson)	2/26/2019	3/1/2019	May, Jacarus Stephon O'Neal DOB 7/4/96	Completed	\$0.00
Court	Petty Officer Glaspie with US Navy Legal Office	2/26/2019	3/1/2019	Steven W. Madeiros, USN DOB 11/1/96	Completed	\$0.00
Court	NICS (Patterson)	2/26/2019	3/1/2019	malicot, stephen farrel DOB 2/6/59	Completed	\$0.00
Court	NICS (Clayton)	2/26/2019	3/1/2019	Gaston, Vernon Arthur DOB 7/9/91	Completed	\$0.00
Urban Development	Sidney Houston- 1901PC008-	2/27/2019	2/27/2019	1901PC008	Completed	\$7.87
Police	Michael Jan Glardini (1) (2) (3)	2/27/2019	2/28/2019	14417 Autumn Chase DOB 4/17/79	Completed	\$0.00
Urban Development	Karen Morgan	2/28/2019	2/28/2019	New Business Listings January	Completed	\$4.62
Court	Vanessa Mendoza	2/28/2019	3/11/2019	JESUS MENDOZA DOB 4/9/88	Completed	\$0.00
Court	Derron Helmuth Robinson	2/28/2019	3/11/2019	Case # 13-022723 Abstract	Completed	\$0.00
CityCouncil/Finance	Joe Sam Owen-Owen, Galloway & Myers P.L.L.C.	2/28/2019	3/21/2019	FINANCIAL DOCUMENTS ATTACHED EXHIBIT A	Completed	\$181.00
Court	NICS (Aloi) (1 & 2)	2/28/2019	3/4/2019	DAVIS, SONYA MENA DOB 5/13/93	Completed	\$0.00

Public Records Requests Report

Court	MS Attorney General	2/28/2019	3/4/2019	Abstract 253292	Completed	\$0.00
Total						\$408.58



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Jeremy Perry, Records Manager
Administration

Date: 4/4/2019

Subject: Public Records Requests - for the month of March, 2019 - to be made a part of the minutes.

Recommendation:

Public Records Requests Report

To: Mayor Billy Hewes and Council Members

From: Jeremy Perry- Records Manager

Subject: March 2019 Records Requests

Date: April 4, 2019

Below is the monthly Records Request Report for March 2019. Ninety Seven (97) records requests submitted. The amount collected for all thus far **\$324.48**. Payments are pending for zero (**0**) requests. Please feel free to contact me at jperry@gulfport-ms.gov and/or (228)868-5705 Ext 6556.

Department	Requestor	Request Date	Completion Date	Requested Information	Status	Cost
Court	U.S. Probation Office / Matthew Becker	3/1/2019	3/5/2019	Walter Bryant Williams / Abstracts & Payment History	Complete	\$0.00
Court	NICS	3/1/2019	3/5/2019	Kendra Patrice Harvey / DOB 6/21/1975 / Credit Card Fraud	Complete	\$0.00
Court	NICS	3/1/2019	3/5/2019	DOA 9/24/2013 Taking a Motor Vehicle	Complete	\$0.00
Urban Development	Cheryl Mount	3/4/2019	3/8/2019	Residential & Commerical Permits from 2/1/2019 - 2/28/2019	Complete	\$8.75
Urban Development	Tapper Security	3/4/2019	3/4/2019	List of New Businesses Issued in February 2019	Complete	\$4.62
Court	Marianne Rayburn / 1st Judicial District Probation	3/4/2019	3/5/2019	Katherine L Bostick / DOB 11/25/1977 /	Complete	\$0.00
Police	Paula Hewes / Billy Hewes Real Estate	3/4/2019	3/12/2019	Calls for Service at 162412 from 2/8/2019-3/4/2019	Complete	\$3.00
Court	NICS	3/4/2019	3/5/2019	Devontae Deshun Jackson / DOB 8/6/1992	Complete	\$0.00
Court	Joan Knight / Perspecta	3/4/2019	3/6/2019	Timothy Conneal Jones / DOB 2/20/1979	Complete	\$4.63
Urban Development	Kathleen & Victor Fernandez	3/4/2019	3/11/2019	Zoning Status od 2306 Kenneth Ave	Complete	\$0.00
Court	NICS	3/4/2019	3/6/2019	18-025715	Complete	\$0.00
Court	NICS	3/4/2019	3/6/2019	Jasmine Raven Harper / DOB 12/24/1990	Complete	\$0.00
Court	Richard Bosarge Jr	3/4/2019	3/12/2019	G2017-072307/ Any & All Records	Complete	\$9.50

Public Records Requests Report

Court	NICS	3/6/2019	3/6/2019	Disposition & Complaint for Case # 18-006932/ 415/2018 DUI	Complete	\$0.00
Court	NICS	3/6/2019	3/7/2019	Solicia Tran / DOB 11/7/1996/ 4/26/2018 Marijuana Possession & DUI	Complete	\$0.00
Urban Development	Boone Abstracting	3/6/2019	3/6/2019	Special Assessments & judgements for 224 17th St. / Seaside Condominiums	Complete	\$17.50
Police	Neal Testin - Stan Koch & Sons Trucking	3/6/2019	3/6/2019	Photos & Videos from Accident # 19-004401 on 3/4/2019	Complete	\$0.00
Court / Police	Detective Eric Smiley	3/6/2019	3/6/2019	James Ezra Priest III Case 18-04372 & 18-02007	Complete	\$0.00
Public Works	Jared Marciej	3/6/2019	3/14/2019	Certificate of Liability for Utility Partners	Complete	\$4.63
Court	Elexis Almendarez	3/6/2019	3/7/2019	Clearance letter for No Proof of Insurance Case ./ DOB 9/1/1994	Complete	\$0.00
Urban Development	Destiney Guericke / Copeland, Cook, Taylor & Bush	3/7/2019	3/8/2019	950 33rd Ave Applications, Permits, Inspections, Report etc	Complete	\$0.00
Court	Special Agent Geo Lopez	3/7/2019	3/7/2019	Disposition for DUI for Robert Kirby / DOB 12/28/1969	Complete	\$0.00
Court	Mark Patrick Rogers	3/7/2019	3/7/2019	Copy of Dismissal 81-55102 & 81-05128/ DOB 1/21/1961	Complete	\$0.00
Court	NICS	3/7/2019	3/8/2019	Samuel Sexton / DOB 9/8/1953/ Possession of Marijuana	Complete	\$0.00
Court	Kirby Shavers / MDOC	3/7/2019	3/11/2019	Rose Marie Walker / DOB 5/25/1961	Complete	\$0.00
Fire	Progressive Insurance	3/7/2019	3/7/2019	19-0001711 Tractor Trailer Fire / 2/28/2019	Complete	\$5.62
Fire	Massey Consulting Group	3/7/2019	3/18/2019	Fire Code Violations at 1635 25th Ave	Complete	\$9.00
Court	Samir El-Hosseiny	3/8/2019	3/8/2019	Case# 2007-41290/ DOB 9/27/1958	Complete	\$9.50
Court	Quintin McDaniel	3/8/2018	3/8/2019	9720708 / DOB 1/15/1978	Complete	\$9.00

Public Records Requests Report

Urban Development	Gerald Savner / Veterans Realty	3/8/2019	3/11/2019	Builders Permit w/ Inspection at 929 Sweetgum Drive	Complete	\$5.12
Urban Development	Robert Trent	3/8/2019	3/8/2019	Minutes & Zoning Docs for 1903SC033	Complete	\$4.87
Urban Development	Henry Cahill	3/8/2019	3/12/2019	Liens, Special Assessments, code violations, permits for 12488 Briarwood Dr	Complete	\$0.00
Court	James Ronnie Wade	3/10/2019	3/11/2019	Abstract for 16-015300 Im. Equipment / DOB 6/8/1955	Complete	\$9.00
Court	Mississippi Department of Corrections	3/11/2019	3/12/2019	Randi Sarrell/ Case # 201903131 / 19-01816	Complete	\$0.00
Urban Development	Jada Powell / Accutrend Data Corp	3/11/2019	3/26/2019	February 219 Business License List	Complete	\$4.62
Police	Tammy Bentz	3/11/2019	3/12/2019	Public Drunk 10/12/2003	Complete	\$0.00
Police	Shannell Whitley	3/12/2019	3/12/2019	Erica Leigh Wooldridge/ 7/6/2018 Arrest Records / DOB 1/31/1974	Complete	\$0.00
Police	Destiney Guericke / Copeland, Cook, Taylor & Bush	3/12/2019	3/14/2019	CHRISTOPHER JOSEPH GARRETT / DOB 11/3/1986	Complete	\$4.25
Court	Sara Arruda-Bellucci	3/13/2019	3/22/2019	201904810 / DOB 7/7/1994	Complete	\$0.00
Court	Agent Pippins	3/13/2019	3/13/2019	Antwayne Brazley / DOB 11/21/1997 / 10/11/2018 Simple Domestic Violence	Complete	\$0.00
Fire	Rev. Cromuel	3/13/2019	3/14/2019	19-0011711 / Moving Truck Fire	Complete	\$5.62
Urban Development	Janine Rugas	3/13/2019	3/14/2019	Permit Activity Reports from December 19, 2018 to present	Complete	\$0.00
Court	Matthew Becker / U.S. Probation Office	3/13/2019	3/13/2019	Stacey Renee Bond aka Stacey R Knight / DOB 4/8/1971	Complete	\$0.00
Urban Development	Massey Consulting Group / Regeena Fowells	3/13/2019	3/14/2019	1635 25th Ave / Zoning, variances and fire code violations	Complete	\$9.00
Urban Development	Jason Maguffee	3/13/2019	3/14/2019	New Business Permits from the month of February	Complete	\$4.62

Public Records Requests Report

Police	Morris Bart/ Courtney Powell	3/13/2019	3/14/2019	MVA / Quanisha Collins / DOB 9/9/1991/ DOA 3/6/2019	Complete	\$0.00
Court	NICS	3/13/2019	3/15/2019	Devontae Deshun Jackson / DOB 8/6/1992	Complete	\$0.00
Court	Agent Kirby Shavers / MDOC	3/14/2019	3/18/2019	Amber Nicole Pryor aka Amber Nicole Donald / DOB 11/20/1983	Complete	\$0.00
Court	Agent Kirby Shavers / MDOC	3/14/2019	3/15/2019	Tina Marie Dillon / DOB 9/22/1971	Complete	\$0.00
Court	Liticia Gray	3/14/2019	3/15/2019	Dominique Marquette Mikell / DOB 4/13/1992	Complete	\$0.00
Court	GDIT / CSRA/ Susan Bruner	3/14/2019	3/15/2019	Gordon Thomas Dickensauge / DOB 1/1/1986 / 1920244558	Complete	\$12.00
Court	Matthew Sones / U.S. Probation	3/14/2019	3/15/2019	Vonzell Ray Casey / DOB 2/4/1971/ Court History & Abstracts	Complete	\$0.00
Public Works	Tara Hood	3/15/2019	3/11/2019	Future Construction, Easements, Condemnation or other activities affecting 15025 Creosote Rd.	Complete	\$11.75
Public Works	Tara Hood	3/15/2019	3/11/2019	Future Construction, Easements, Condemnation or other activities affecting 11150 Lorraine Rd	Complete	\$0.00
Urban Development	Pamela Dowell	3/15/2019	3/15/2019	Plumbing permits for 922 42nd Ave	Complete	\$0.00
Urban Development	Sidney Houston	3/15/2019	3/21/2019	#1901ZB007	Complete	\$13.25
Court	Gary D. Calvert / Perspecta	3/18/2019	3/22/2019	Jered Paul Holbert / DOB 7/13/1979	Complete	\$10.00
Police	Randall Lundy / Mississippi Department of Corrections	3/18/2019	3/18/2019	Gordon Cody Gollot / DOB 1/14/1992/ 3/16/19 Arrest Report	Complete	\$0.00
Court	Merissa Lee	3/18/2019	3/18/2019	03-038656 MASEP Completion	Complete	\$0.00
Urban Development	Jared Marciej	3/18/2019	3/18/2019	Certificate of Liability for Jay Bearden	Complete	\$0.00
Urban Development / Public Works	Austin Clark, Esq.	3/18/2019	3/19/2019	Photos & videos of Courthouse Rd Project STP-9372- 000(009) LPA 106903-701000	Complete	\$0.00

Public Records Requests Report

Police	Benjamin DeBerg	3/18/2019	3/19/2019	GP 16-17102	Complete	\$0.00
Court	NICS	3/19/2019	3/20/2019	Nattreen Valeria Lewis-Booker / DOB 10/6/1981	Complete	\$0.00
Court	Jessica Camay Brown	3/19/2019	3/25/2019	09-018958 Disposition	Complete	\$0.00
Court	Wendy Foret	3/19/2019	3/25/2019	Speeding & Expired 2001?	Complete	\$9.25
Police	Donte Lamar Franks	3/19/2019	3/25/2019	15-022337/ Shoplifting	Complete	\$0.00
Urban Development	The Claims Center / Dija DeCock	3/20/2019	3/22/2019	Building & Irrigation Permits & Certificate of Liability for 1107 Cowan Rd	Complete	\$17.50
Court	NICS	3/20/2019	3/21/2019	Richard Mark Deshauteurs / DOB 2/11/1960/ Burglary of a vehicle disposition	Complete	\$0.00
Urban Development	Manny Ruffin	3/20/2019	3/18/2019	Liens, Code Violations, Open & Expired Permits for 12493 Canal Rd	Complete	\$0.00
Urban Development	Gulf Coast Environmental Services Inc	3/20/2019	3/22/2019	Copies of Application Pages 2018-2019	Complete	\$17.50
Urban Development	Half Shell Oyster House Inc / Jennifer Slade	3/20/2019	3/22/2019	Inspections done at 2500 13th St Suite 1	Complete	\$0.00
Purchasing	Heavenly Touch	3/20/2019	3/22/2019	Cost of Lawn Maintenance for Hwy 49, Cowan Road & City Parks	Complete	\$0.00
Court	James Boyd	3/21/2019	3/25/2019	Docket # 820922 / DUI Judgement & Conviction	Complete	\$0.00
Court	Brandon Alan Ferguson	3/22/2019	3/25/2019	07-023852 Disposition	Complete	\$9.25
Police	Sedrick Price	3/25/2019	3/26/2019	98-031301 DUI Arrest	Complete	\$3.00
Court	Leigha Francois	3/25/2019	3/26/2019	16-004676 Receiving Stolen Propety	Complete	\$9.00
Court	NICS	3/25/2019	3/26/2019	DOA 5-21-17 DUI	Complete	\$0.00
Urban Development	Michael LeBatard	3/25/2019	3/26/2019	Half Shell Restaurant	Complete	\$0.00
Court	NICS	3/26/2019	3/26/2019	DOA 02/13/2012	Complete	\$0.00
Court	NICS	3/26/2019	3/26/2019	DOA 09/26/2008	Complete	\$0.00
Court	Kevin Hayward	3/26/2019	3/27/2017	Kendeshia May	Complete	\$0.00
Police	Lisa Rose	3/26/2019	3/27/2019	Traffic Ticket	Complete	\$0.00

Public Records Requests Report

Urban Development	Cheryl Mount	3/26/2019	3/26/2019	Building Permits, both commercial and residential	Complete	\$0.00
Court	Ieshea I. Reed	3/26/2019	3/28/2019	8/10/1997 DUI Case #97-069877	Complete	\$0.00
Court	Gary D. Calvert / Perspecta	3/27/2019	3/27/2019	Jered Paul Holbert / DOB 7/13/1979	Complete	\$0.00
Police/Fire	Rebecca Dilley Guardian and Litem Program	3/27/2019	3/27/2019	Recocrds relating to Alissa Langkamp and Melissa Stackpole	Complete	\$0.00
Urban Development	Elizabeth Smith c/o Tubb Insurance Agency	3/27/2019	3/27/2019	Bldg permits for 805 43rd Ave, Gulfport, MS 39501	Complete	\$0.00
Court	Scott S. Smith Esq	3/27/2019	3/28/2019	Case # 95006991	Complete	\$9.50
Court	Melissa Cravero, Paralegal	3/28/2019	3/28/2019	Assault Case #18-013988	Complete	\$9.25
Urban Development	Nicholaus Rice/ Pemco Limited	3/28/2019	3/28/2019	13470 Dee Avenue, Gulfport, MS 39503	Complete	\$0.00
Police/Court	Crystal M. Mayo/ANASEC	3/28/2019	3/29/2019	Bunch, Harris, Galvin	Complete	\$45.00
Court	Attorney Shantrell Nicks	3/28/2019	3/29/2019	18-023836 & 18-000806	Complete	\$15.38
Court	SFC Brandon Cessna	3/28/2019	4/2/2019	Bryton Shawann Shaw	Complete	\$0.00
Police	Latasha Kelly	3/28/2019	3/29/2019	2017 Domestic Violence	Complete	\$0.00
Court	Shantrell H. Nicks	3/28/2019	3/29/2019	G19-032576 Suspended License, Tag expired	Complete	\$0.00
Police	Mihceal B. Holleman	3/29/2018	4/1/2019	2403-17-025045 Photographs at accident scene	Complete	\$0.00
Court	US Army	3/29/2019	4/2/2019	Jonathan William Kelley	Complete	\$0.00
Total						\$324.48



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Linda Elias, Comptroller
Administration

Date: 4/15/2019

Subject: Year-to-Date Budget Report - for the month of March, 2019 - 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: April 9, 2019

Re: Year-To-Date Budget Report for the Month Ending March 31, 2019

Please find attached a year-to-date budget report for the month ending March 31, 2019, representing the second (6th) month of the City's 2019 fiscal year.

The first twelve (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.

04/09/2019 10:01
lelias

CITY OF GULFPORT
YEAR-TO-DATE BUDGET REPORT THRU
MARCH 31, 2019

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FOR 2019 06

	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	-17,178,287.28	-8,100,316.51	.00	-2,975,321.72	85.2%
41 SALES TAX	-22,334,900	-22,334,900	-11,095,435.71	-1,741,584.15	.00	-11,239,464.29	49.7%
42 LICENSES AND PERMITS	-1,170,321	-1,170,321	-352,446.08	-44,424.16	.00	-817,874.92	30.1%
43 FRANCHISE FEES	-3,669,339	-3,669,339	-2,024,373.48	.00	.00	-1,644,965.52	55.2%
44 GAMING FEES	-4,101,790	-4,101,790	-1,777,556.33	.00	.00	-2,324,233.67	43.3%
45 GRANTS FEDERAL	-458,250	-741,729	-234,150.55	-115,706.91	.00	-507,578.90	31.6%
47 GRANTS OTHER	-1,176,750	-900,549	-608,481.80	-75,628.32	.00	-292,067.45	67.6%
48 FINES AND FORFEITS	-1,340,054	-1,340,054	-551,299.25	-119,359.35	.00	-788,754.75	41.1%
49 INTERGOVERNMENTAL	-1,885,000	-1,885,000	-402,864.63	-231,212.29	.00	-1,482,135.37	21.4%
50 CHARGES FOR SERVICE	-2,447,277	-2,496,690	-984,875.41	-409,325.95	3,120.00	-1,514,934.43	39.3%
51 INTEREST EARNED	0	0	-126,176.12	-78,001.74	.00	126,176.12	100.0%
56 MISC REVENUE	-269,350	-281,748	-56,590.53	-3,994.09	.00	-225,157.47	20.1%
58 OTHER FINANCING SRCE	0	0	-16,320.00	-190.00	.00	16,320.00	100.0%
TOTAL REVENUES	-59,006,640	-59,075,730	-35,408,857.17	-11,127,744.46	3,120.00	-23,669,992.37	59.9%
111 EXECUTIVE							
60 PERSONAL SERVICES	304,223	304,223	159,542.52	32,443.89	.00	144,680.61	52.4%
61 SUPPLIES	1,200	1,200	530.06	25.12	.00	669.94	44.2%
62 OTHER SERVICES	28,144	28,144	13,436.40	3,167.44	.00	14,707.80	47.7%
TOTAL EXECUTIVE	333,567	333,567	173,508.98	35,636.45	.00	160,058.35	52.0%
115 LEGISLATIVE							
60 PERSONAL SERVICES	359,244	359,244	171,339.39	27,458.90	.00	187,904.97	47.7%
61 SUPPLIES	5,700	5,700	1,747.35	209.16	.00	3,952.65	30.7%
62 OTHER SERVICES	1,604,573	1,542,898	519,238.54	117,618.98	4,883.25	1,018,776.21	34.0%
63 CAPITAL OUTLAY	10,593	10,593	4,998.27	.00	.00	5,594.73	47.2%
TOTAL LEGISLATIVE	1,980,110	1,918,435	697,323.55	145,287.04	4,883.25	1,216,228.56	36.6%
125 JUDICIAL							

04/09/2019 10:01
lelias

CITY OF GULFPORT
YEAR-TO-DATE BUDGET REPORT THRU
MARCH 31, 2019

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glytdbud

FOR 2019 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PERSONAL SERVICES	1,103,477	1,103,477	520,993.72	83,025.25	.00	582,483.10	47.2%
61 SUPPLIES	16,200	16,200	3,573.56	744.74	.00	12,626.44	22.1%
62 OTHER SERVICES	445,616	445,616	173,131.61	36,002.98	.00	272,484.39	38.9%
63 CAPITAL OUTLAY	5,000	5,000	.00	.00	.00	5,000.00	.0%
TOTAL JUDICIAL	1,570,293	1,570,293	697,698.89	119,772.97	.00	872,593.93	44.4%
135 LEGAL							
60 PERSONAL SERVICES	954,183	954,183	468,208.70	74,829.68	.00	485,973.90	49.1%
61 SUPPLIES	6,479	6,479	1,466.50	317.88	.00	5,012.50	22.6%
62 OTHER SERVICES	342,127	342,127	118,652.81	20,791.72	52,250.03	171,224.16	50.0%
63 CAPITAL OUTLAY	8,000	8,000	.00	.00	123.56	7,876.44	1.5%
TOTAL LEGAL	1,310,789	1,310,789	588,328.01	95,939.28	52,373.59	670,087.00	48.9%
145 GENERAL ADMINISTRATION							
60 PERSONAL SERVICES	2,335,542	2,335,542	1,131,302.06	180,903.87	.00	1,204,239.90	48.4%
61 SUPPLIES	75,961	75,961	17,766.35	4,568.92	3,442.45	54,751.87	27.9%
62 OTHER SERVICES	1,478,363	1,478,363	894,594.34	86,393.19	84,855.10	498,913.56	66.3%
63 CAPITAL OUTLAY	273,526	451,801	137,675.91	45,200.00	152,480.80	161,644.67	64.2%
TOTAL GENERAL ADMINISTRATION	4,163,392	4,341,667	2,181,338.66	317,065.98	240,778.35	1,919,550.00	55.8%
175 PUBLIC TRANSPORTATION							
62 OTHER SERVICES	356,933	356,933	193,939.00	.00	.00	162,994.00	54.3%
TOTAL PUBLIC TRANSPORTATION	356,933	356,933	193,939.00	.00	.00	162,994.00	54.3%
212 POLICE							
60 PERSONAL SERVICES	14,689,885	14,667,380	6,972,808.21	1,113,085.58	.00	7,694,571.35	47.5%
61 SUPPLIES	1,391,149	1,397,178	592,984.48	80,452.18	107,939.72	696,254.23	50.2%
62 OTHER SERVICES	2,117,401	2,154,812	962,598.26	258,701.08	14,432.68	1,177,781.27	45.3%

04/09/2019 10:01
lelias

CITY OF GULFPORT
YEAR-TO-DATE BUDGET REPORT THRU
MARCH 31, 2019

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glytdbud

FOR 2019 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
63 CAPITAL OUTLAY	61,723	117,439	79,222.90	25,186.00	20,000.00	18,216.10	84.5%
TOTAL POLICE	18,260,159	18,336,809	8,607,613.85	1,477,424.84	142,372.40	9,586,822.95	47.7%
290 FIRE							
60 PERSONAL SERVICES	11,285,176	11,285,176	5,400,004.24	855,749.05	.00	5,885,171.83	47.9%
61 SUPPLIES	717,684	717,684	371,551.44	38,826.55	78,628.60	267,503.98	62.7%
62 OTHER SERVICES	641,241	608,660	261,348.24	80,659.58	11,059.88	336,251.56	44.8%
63 CAPITAL OUTLAY	215,717	248,298	24,581.92	.00	31,009.00	192,707.32	22.4%
TOTAL FIRE	12,859,818	12,859,818	6,057,485.84	975,235.18	120,697.48	6,681,634.69	48.0%
309 PUBLIC WORKS							
60 PERSONAL SERVICES	1,623,634	1,623,634	782,045.58	126,957.90	.00	841,588.41	48.2%
61 SUPPLIES	1,477,198	1,478,823	572,416.39	124,732.02	133,300.74	773,105.77	47.7%
62 OTHER SERVICES	3,685,111	3,685,111	2,114,278.05	600,842.70	1,256,690.39	314,142.56	91.5%
63 CAPITAL OUTLAY	607,775	609,986	211,464.70	.00	157,053.36	241,467.99	60.4%
64 CAPITAL PROJECTS	63,673	63,673	31,591.91	18,186.00	6,190.00	25,890.75	59.3%
TOTAL PUBLIC WORKS	7,457,390	7,461,227	3,711,796.63	870,718.62	1,553,234.49	2,196,195.48	70.6%
325 ENGINEERING							
60 PERSONAL SERVICES	532,885	532,885	305,843.47	51,299.93	.00	227,041.95	57.4%
61 SUPPLIES	15,264	13,639	5,630.67	1,470.33	574.92	7,433.51	45.5%
62 OTHER SERVICES	1,904,839	1,874,839	896,268.36	140,883.86	125,138.53	853,432.44	54.5%
63 CAPITAL OUTLAY	4,000	34,000	1,975.77	.00	.00	32,024.23	5.8%
TOTAL ENGINEERING	2,456,989	2,455,364	1,209,718.27	193,654.12	125,713.45	1,119,932.13	54.4%
407 LEISURE SERVICES							
60 PERSONAL SERVICES	3,265,882	3,265,882	1,599,819.63	252,093.26	.00	1,666,062.42	49.0%
61 SUPPLIES	961,072	979,674	364,568.09	76,219.70	216,296.07	398,810.19	59.3%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62 OTHER SERVICES	1,940,079	1,944,764	918,865.36	184,085.87	335,443.78	690,454.86	64.5%
63 CAPITAL OUTLAY	37,860	89,257	38,328.72	165.99	6,268.00	44,660.57	50.0%
65 DEBT SERVICE	95,423	123,698	62,067.23	4,315.75	55,707.15	5,923.62	95.2%
TOTAL LEISURE SERVICES	6,300,316	6,403,276	2,983,649.03	516,880.57	613,715.00	2,805,911.66	56.2%
611 URBAN DEVELOP\BLDG\PLANNING							
60 PERSONAL SERVICES	1,589,972	1,589,972	781,999.78	125,108.17	.00	807,972.00	49.2%
61 SUPPLIES	44,940	44,940	13,550.86	5,057.52	1,173.17	30,215.97	32.8%
62 OTHER SERVICES	287,267	287,267	84,910.62	10,285.74	6,680.40	195,675.98	31.9%
TOTAL URBAN DEVELOP\BLDG\PLANNING	1,922,179	1,922,179	880,461.26	140,451.43	7,853.57	1,033,863.95	46.2%
621 ECONOMIC DEVELOPMENT							
60 PERSONAL SERVICES	233,531	233,531	108,803.12	17,419.66	.00	124,728.10	46.6%
61 SUPPLIES	14,100	14,100	11,040.76	59.89	.00	3,059.24	78.3%
62 OTHER SERVICES	128,460	128,460	75,896.64	8,627.69	7,835.00	44,728.36	65.2%
63 CAPITAL OUTLAY	191,000	119,487	15,363.51	4,308.84	1,610.00	102,513.00	14.2%
TOTAL ECONOMIC DEVELOPMENT	567,091	495,578	211,104.03	30,416.08	9,445.00	275,028.70	44.5%
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	2,160,231	-7,214,891.17	-6,209,261.90	2,874,186.58	6,500,936.03	-200.9%
TOTAL REVENUES	-59,006,640	-59,075,730	-35,408,857.17	-11,127,744.46	3,120.00	-23,669,992.37	
TOTAL EXPENSES	61,009,052	61,235,961	28,193,966.00	4,918,482.56	2,871,066.58	30,170,928.40	
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	-867,883.56	.00	.00	-367,281.38	70.3%
46	GRANTS STATE	0	0	-144,647.26	.00	.00	144,647.26	100.0%
56	MISC REVENUE	0	0	-53,974.91	.00	.00	53,974.91	100.0%
	TOTAL REVENUES	-1,235,165	-1,235,165	-1,066,505.73	.00	.00	-168,659.21	86.3%
	TOTAL DISASTER RELIEF	-1,235,165	-1,235,165	-1,066,505.73	.00	.00	-168,659.21	86.3%
	TOTAL REVENUES	-1,235,165	-1,235,165	-1,066,505.73	.00	.00	-168,659.21	
100	CAPITAL PROJECTS							
000	REVENUES							
45	GRANTS FEDERAL	-22,882,422	-22,882,422	-7,954,593.96	-1,438,143.49	.00	-14,927,827.68	34.8%
46	GRANTS STATE	-162,257	-162,257	.00	.00	.00	-162,256.50	.0%
51	INTEREST EARNED	121,971	121,971	.00	.00	.00	121,970.78	.0%
56	MISC REVENUE	-435,932	-435,932	-512,000.00	-499,441.03	.00	76,067.76	117.4%
	TOTAL REVENUES	-23,358,640	-23,358,640	-8,466,593.96	-1,937,584.52	.00	-14,892,045.64	36.2%
345	CAPITAL PROJECTS - CAP							
62	OTHER SERVICES	284,583	233,442	28,016.87	.00	27,588.15	177,836.53	23.8%
63	CAPITAL OUTLAY	1,502,330	1,218,408	81,557.52	.00	1,257,656.75	-120,806.37	109.9%
64	CAPITAL PROJECTS	44,600,407	44,848,635	15,081,663.30	2,941,581.88	1,840,729.29	27,926,242.03	37.7%
65	DEBT SERVICE	242,302	534,603	127,929.51	.00	.00	406,673.69	23.9%
	TOTAL CAPITAL PROJECTS - CAP	46,629,621	46,835,087	15,319,167.20	2,941,581.88	3,125,974.19	28,389,945.88	39.4%
440	CAPITAL PRJS-LEISURE/HARBOR							
64	CAPITAL PROJECTS	146,403	146,403	16,999.07	1,988.95	129,403.45	.47	100.0%
	TOTAL CAPITAL PRJS-LEISURE/HARBOR	146,403	146,403	16,999.07	1,988.95	129,403.45	.47	100.0%
	TOTAL CAPITAL PROJECTS	23,417,385	23,622,851	6,869,572.31	1,005,986.31	3,255,377.64	13,497,900.71	42.9%
	TOTAL REVENUES	-23,358,640	-23,358,640	-8,466,593.96	-1,937,584.52	.00	-14,892,045.64	.00
	TOTAL EXPENSES	46,776,024	46,981,490	15,336,166.27	2,943,570.83	3,255,377.64	28,389,946.35	

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200	COMMUNITY DEVELOPMENT	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
200	COMMUNITY DEVELOPMENT							
000	REVENUES							
45	GRANTS FEDERAL	-9,086,089	-14,632,831	-2,238,038.89	-511,540.05	.00	-12,394,792.21	15.3%
51	INTEREST EARNED	0	0	-137.20	-.68	.00	137.20	100.0%
	TOTAL REVENUES	-9,086,089	-14,632,831	-2,238,176.09	-511,540.73	.00	-12,394,655.01	15.3%
511	COMMUNITY DEVELOPMENT							
60	PERSONAL SERVICES	278,633	396,210	53,242.48	10,015.39	.00	342,968.01	13.4%
61	SUPPLIES	2,240	5,540	1,086.35	404.95	.00	4,454.14	19.6%
62	OTHER SERVICES	139,696	229,996	30,465.58	2,441.83	.00	199,529.97	13.2%
63	CAPITAL OUTLAY	0	3,000	.00	.00	.00	3,000.00	.0%
64	CAPITAL PROJECTS	541,922	1,166,334	.00	.00	53,180.00	1,113,154.14	4.6%
	TOTAL COMMUNITY DEVELOPMENT	962,492	1,801,081	84,794.41	12,862.17	53,180.00	1,663,106.26	7.7%
513	HOME CONSORTIUM							
60	PERSONAL SERVICES	24,297	65,477	66,187.05	10,326.81	.00	-710.55	101.1%
61	SUPPLIES	486	2,986	51.17	.00	.00	2,934.95	1.7%
62	OTHER SERVICES	4,540	8,548	484.00	.00	.00	8,063.66	5.7%
	TOTAL HOME CONSORTIUM	29,322	77,010	66,722.22	10,326.81	.00	10,288.06	86.6%
514	CDBG SUPPLEMENTAL FUNDS-KATRINA							
62	OTHER SERVICES	334,930	334,930	610.25	.00	.00	334,319.75	.2%
64	CAPITAL PROJECTS	7,664,644	7,698,966	1,430,035.80	207,949.04	3,331,971.65	2,936,958.72	61.9%
	TOTAL CDBG SUPPLEMENTAL FUNDS-KAT	7,999,574	8,033,896	1,430,646.05	207,949.04	3,331,971.65	3,271,278.47	59.3%
	TOTAL COMMUNITY DEVELOPMENT	4,754,708	-4,720,844	-656,013.41	-280,402.71	3,385,151.65	-7,449,982.22	-57.8%
	TOTAL REVENUES	-9,086,089	-14,632,831	-2,238,176.09	-511,540.73	.00	-12,394,655.01	
	TOTAL EXPENSES	8,991,388	9,911,987	1,582,162.68	231,138.02	3,385,151.65	4,944,672.79	

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210 POLICE AND FIRE RETIREMENT

210 POLICE AND FIRE RETIREMENT

000 REVENUES

40 PROPERTY TAXES
49 INTERGOVERNMENTAL

TOTAL REVENUES

211 POLICE AND FIRE RETIREMENT

62 OTHER SERVICES

TOTAL POLICE AND FIRE RETIREMENT

TOTAL POLICE AND FIRE RETIREMENT

TOTAL REVENUES
TOTAL EXPENSES

275 POLICE FORFEITURE & SEIZURE

000 REVENUES

49 INTERGOVERNMENTAL
51 INTEREST EARNED
56 MISC REVENUE
58 OTHER FINANCING SRCE

TOTAL REVENUES

276 FORFEITURES AND SEIZURES FED

61 SUPPLIES
62 OTHER SERVICES



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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
210 POLICE AND FIRE RETIREMENT							
210 POLICE AND FIRE RETIREMENT							
000 REVENUES							
40 PROPERTY TAXES	-934,022	-934,022	-811,998.78	-394,495.04	.00	-122,023.22	86.9%
49 INTERGOVERNMENTAL	-34,000	-34,000	.00	.00	.00	-34,000.00	.0%
TOTAL REVENUES	-968,022	-968,022	-811,998.78	-394,495.04	.00	-156,023.22	83.9%
211 POLICE AND FIRE RETIREMENT							
62 OTHER SERVICES	968,022	968,022	811,998.78	394,495.04	.00	156,023.22	83.9%
TOTAL POLICE AND FIRE RETIREMENT	968,022	968,022	811,998.78	394,495.04	.00	156,023.22	83.9%
TOTAL POLICE AND FIRE RETIREMENT	0	0	.00	.00	.00	.00	.0%
TOTAL REVENUES	-968,022	-968,022	-811,998.78	-394,495.04	.00	-156,023.22	
TOTAL EXPENSES	968,022	968,022	811,998.78	394,495.04	.00	156,023.22	
275 POLICE FORFEITURE & SEIZURE							
000 REVENUES							
49 INTERGOVERNMENTAL	0	-29,804	-21,718.18	-4,533.44	.00	-8,085.44	72.9%
51 INTEREST EARNED	0	0	-3,691.10	-565.78	.00	3,691.10	100.0%
56 MISC REVENUE	0	0	-6,041.25	-17.43	.00	6,041.25	100.0%
58 OTHER FINANCING SRCE	0	-128	.00	.00	.00	-128.34	.0%
TOTAL REVENUES	0	-29,932	-31,450.53	-5,116.65	.00	1,518.57	105.1%
276 FORFEITURES AND SEIZURES FED							
61 SUPPLIES	120,264	126,270	-2,328.02	.00	220.62	128,377.88	-1.7%
62 OTHER SERVICES	18,456	18,456	.00	.00	.00	18,456.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
63 CAPITAL OUTLAY	317,434	317,434	276,464.85	15,500.00	.00	40,968.66	87.1%
TOTAL FORFEITURES AND SEIZURES FE	456,154	462,160	274,136.83	15,500.00	220.62	187,802.54	59.4%
277 FORFEITURES AND SEIZURES COUNT							
61 SUPPLIES	14,603	38,564	8,097.38	88.00	7,461.75	23,005.02	40.3%
63 CAPITAL OUTLAY	21,722	21,722	-8,620.00	.00	.00	30,342.34	-39.7%
TOTAL FORFEITURES AND SEIZURES CO	36,326	60,286	-522.62	88.00	7,461.75	53,347.36	11.5%
TOTAL POLICE FORFEITURE & SEIZURE	492,480	492,515	242,163.68	10,471.35	7,682.37	242,668.47	50.7%
TOTAL REVENUES	0	-29,932	-31,450.53	-5,116.65	.00	1,518.57	
TOTAL EXPENSES	492,480	522,446	273,614.21	15,588.00	7,682.37	241,149.90	
285 COASTAL NARCOTICS TASK FORCE							
000 REVENUES							
49 INTERGOVERNMENTAL	0	-7,729	-7,939.44	-437.01	.00	210.69	102.7%
51 INTEREST EARNED	0	0	-834.94	-198.33	.00	834.94	100.0%
TOTAL REVENUES	0	-7,729	-8,774.38	-635.34	.00	1,045.63	113.5%
286 POLICE NARCOTICS TASK FORCE							
61 SUPPLIES	75,013	82,742	8,009.08	83.14	.00	74,732.63	9.7%
63 CAPITAL OUTLAY	8,129	8,129	1,292.51	.00	.00	6,836.46	15.9%
TOTAL POLICE NARCOTICS TASK FORCE	83,142	90,871	9,301.59	83.14	.00	81,569.09	10.2%
TOTAL COASTAL NARCOTICS TASK FORC	83,142	83,142	527.21	-552.20	.00	82,614.72	.6%
TOTAL REVENUES	0	-7,729	-8,774.38	-635.34	.00	1,045.63	
TOTAL EXPENSES	83,142	90,871	9,301.59	83.14	.00	81,569.09	
300 MUNICIPAL DEBT SERVICE							
000 REVENUES							



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300	MUNICIPAL DEBT SERVICE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
40	PROPERTY TAXES	-4,730,000	-4,730,000	-3,954,565.98	-1,835,779.77	.00	-775,434.02	83.6%
49	INTERGOVERNMENTAL	-858	-858	.00	.00	.00	-858.00	.0%
51	INTEREST EARNED	-425,000	-425,000	-259,298.53	-23,374.38	.00	-165,701.47	61.0%
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	-4,213,864.51	-1,859,154.15	.00	-2,339,338.49	64.3%
701	DEBT SERVICE							
65	DEBT SERVICE	0	6,522,832	3,617,997.16	36,200.00	44,877.43	2,859,957.42	56.2%
	TOTAL DEBT SERVICE	0	6,522,832	3,617,997.16	36,200.00	44,877.43	2,859,957.42	56.2%
	TOTAL MUNICIPAL DEBT SERVICE	-30,371	-30,371	-595,867.35	-1,822,954.15	44,877.43	520,618.93	1814.2%
	TOTAL REVENUES	-6,553,203	-6,553,203	-4,213,864.51	-1,859,154.15	.00	-2,339,338.49	
	TOTAL EXPENSES	6,522,832	6,522,832	3,617,997.16	36,200.00	44,877.43	2,859,957.42	
400	WATER/SEWER UTILITY FUND							
000	REVENUES							
48	FINES AND FORFEITS	0	0	-58.84	-24.00	.00	58.84	100.0%
50	CHARGES FOR SERVICE	-33,795,703	-33,795,703	-15,824,517.67	-2,730,682.42	.00	-17,971,185.33	46.8%
51	INTEREST EARNED	0	0	-23,681.65	-6,157.76	.00	23,681.65	100.0%
56	MISC REVENUE	-1,836,299	-1,836,299	-856,185.33	-118,586.36	.00	-980,113.67	46.6%
63	CAPITAL OUTLAY	0	1,000,000	1,000,000.00	.00	.00	.00	100.0%
	TOTAL REVENUES	-35,632,002	-34,632,002	-15,704,443.49	-2,855,450.54	.00	-18,927,558.51	45.3%
811	UTILITY BILLING							
60	PERSONAL SERVICES	980,888	980,888	486,940.95	75,853.46	.00	493,947.25	49.6%
61	SUPPLIES	65,500	65,500	30,216.50	5,851.25	5,730.38	29,553.12	54.9%
62	OTHER SERVICES	1,964,726	1,967,013	887,355.15	379,319.45	19,522.42	1,060,135.92	46.1%
	TOTAL UTILITY BILLING	3,011,114	3,013,402	1,404,512.60	461,024.16	25,252.80	1,583,636.29	47.4%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
815 WATER OPERATIONS							
61 SUPPLIES	1,939,650	1,939,650	841,267.21	182,118.23	230,987.42	867,395.37	55.3%
62 OTHER SERVICES	2,906,549	2,906,549	344,532.60	60,575.81	1,994,305.38	567,710.52	80.5%
63 CAPITAL OUTLAY	981,335	981,335	116,559.00	17,757.00	194,343.70	670,432.23	31.7%
67 DEPRECIATION EXPENSE	0	0	326,819.99	.00	.00	-326,819.99	100.0%
TOTAL WATER OPERATIONS	5,827,534	5,827,533	1,629,178.80	260,451.04	2,419,636.50	1,778,718.13	69.5%
825 SEWER OPERATIONS							
60 PERSONAL SERVICES	162,808	162,808	30,656.79	5,576.28	.00	132,151.23	18.8%
61 SUPPLIES	947,120	947,120	410,276.07	77,472.47	78,976.55	457,867.38	51.7%
62 OTHER SERVICES	2,990,552	2,990,552	2,376,462.74	418,055.85	612,861.62	1,227.83	100.0%
63 CAPITAL OUTLAY	0	160,000	160,000.00	.00	.00	.00	100.0%
65 DEBT SERVICE	0	90,000	.00	.00	.00	90,000.00	.0%
67 DEPRECIATION EXPENSE	0	0	13,700.93	.00	.00	-13,700.93	100.0%
TOTAL SEWER OPERATIONS	4,100,480	4,350,480	2,991,096.53	501,104.60	691,838.17	667,545.51	84.7%
835 DEBT SERVICE WATER AND SEWER							
65 DEBT SERVICE	9,341,909	8,341,909	2,682,502.30	171,774.32	.00	5,659,406.70	32.2%
TOTAL DEBT SERVICE WATER AND SEWE	9,341,909	8,341,909	2,682,502.30	171,774.32	.00	5,659,406.70	32.2%
845 HCWWSWMD							
62 OTHER SERVICES	11,712,450	11,712,450	6,504,570.01	976,134.15	3,091,254.92	2,116,625.07	81.9%
TOTAL HCWWSWMD	11,712,450	11,712,450	6,504,570.01	976,134.15	3,091,254.92	2,116,625.07	81.9%
849 WATER AND SEWER PROJECTS							

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62 OTHER SERVICES	358,740	373,740	69,812.50	.00	205,294.45	98,632.64	73.6%
63 CAPITAL OUTLAY	43,484	293,484	26,563.00	.00	.00	266,921.31	9.1%
64 CAPITAL PROJECTS	6,890,069	6,037,014	956,962.33	13,338.68	1,977,818.30	3,102,232.90	48.6%
65 DEBT SERVICE	49,980	99,960	24,990.06	4,165.01	.00	74,970.06	25.0%
TOTAL WATER AND SEWER PROJECTS	7,342,273	6,804,198	1,078,327.89	17,503.69	2,183,112.75	3,542,756.91	47.9%
TOTAL WATER/SEWER UTILITY FUND		5,417,970	585,744.64	-467,458.58	8,411,095.14	-3,578,869.90	166.1%
TOTAL REVENUES	-35,632,002	-35,632,002	-16,704,443.49	-2,855,450.54	.00	-18,927,558.51	
TOTAL EXPENSES	41,335,760	41,049,972	17,290,188.13	2,387,991.96	8,411,095.14	15,348,688.61	
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	-298,030.63	-53,188.01	.00	-521,969.37	36.3%
51 INTEREST EARNED	0	0	-1,127.42	-81.48	.00	1,127.42	100.0%
56 MISC REVENUE	-517,500	-692,500	-758,026.76	-400.72	.00	65,526.76	109.5%
62 OTHER SERVICES	0	0	.00	-3,336.58	.00	.00	.0%
TOTAL REVENUES	-1,412,500	-1,587,500	-1,057,184.81	-57,006.79	.00	-530,315.19	66.6%
445 JOSEPH T JONES							
60 PERSONAL SERVICES	320,746	320,746	146,609.70	23,040.11	.00	174,135.90	45.7%
61 SUPPLIES	469,767	469,767	99,387.78	10,228.77	.00	357,173.84	24.0%
62 OTHER SERVICES	1,093,883	1,738,883	997,171.50	135,202.82	112,752.33	628,959.20	63.8%
63 CAPITAL OUTLAY	0	23,360	21,442.40	21,442.40	.00	1,917.60	91.8%
TOTAL JOSEPH T JONES	1,884,396	2,552,756	1,264,611.38	189,914.10	125,957.71	1,162,186.54	54.5%
TOTAL JOSEPH T JONES		965,256	207,426.57	132,907.31	125,957.71	631,871.35	34.5%
TOTAL REVENUES	-1,412,500	-1,587,500	-1,057,184.81	-53,670.21	.00	-530,315.19	
TOTAL EXPENSES	1,884,396	2,552,756	1,264,611.38	186,577.52	125,957.71	1,162,186.54	
500 GROUP HEALTH AND LIFE							
000 REVENUES							



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500	GROUP HEALTH AND LIFE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
50	CHARGES FOR SERVICE	-5,846,898	-5,846,898	-2,552,479.51	-462,941.11	.00	-3,294,418.49	43.7%
51	INTEREST EARNED	-225,000	-225,000	.00	.00	.00	-225,000.00	.0%
56	MISC REVENUE	0	0	-238,688.26	-49,381.44	.00	238,688.26	100.0%
	TOTAL REVENUES	-6,071,898	-6,071,898	-2,791,167.77	-512,322.55	.00	-3,280,730.23	46.0%
911	GROUP HEALTH AND LIFE							
60	PERSONAL SERVICES	0	6,000	6,000.00	.00	.00	.00	100.0%
62	OTHER SERVICES	6,035,000	6,035,000	2,803,947.07	448,662.20	.00	3,231,052.93	46.5%
	TOTAL GROUP HEALTH AND LIFE	6,035,000	6,041,000	2,809,947.07	448,662.20	.00	3,231,052.93	46.5%
	TOTAL GROUP HEALTH AND LIFE	-52,073	-30,898	18,779.30	-63,660.35	.00	-49,677.30	-60.8%
	TOTAL REVENUES	-6,071,898	-6,071,898	-2,791,167.77	-512,322.55	.00	-3,280,730.23	
	TOTAL EXPENSES	6,035,000	6,041,000	2,809,947.07	448,662.20	.00	3,231,052.93	
510	CLAIMS CONTINGENCY							
000	REVENUES							
50	CHARGES FOR SERVICE	-2,264,065	-2,250,816	-1,116,161.88	-558,080.94	.00	-1,134,654.12	49.6%
51	INTEREST EARNED	0	0	-31,976.58	-8,499.10	.00	31,976.58	100.0%
56	MISC REVENUE	-270,000	-270,000	-699.86	.00	.00	-269,300.14	.3%
	TOTAL REVENUES	-2,534,065	-2,520,816	-1,148,838.32	-566,580.04	.00	-1,371,977.68	45.6%
915	CLAIMS CONTINGENCY							
62	OTHER SERVICES	2,497,146	2,497,146	389,862.87	40,156.77	7,662.28	2,099,620.85	15.9%
	TOTAL CLAIMS CONTINGENCY	2,497,146	2,497,146	389,862.87	40,156.77	7,662.28	2,099,620.85	15.9%
	TOTAL CLAIMS CONTINGENCY	-36,919	-23,670	-758,975.45	-526,423.27	7,662.28	727,643.17	3174.1%
	TOTAL REVENUES	-2,534,065	-2,520,816	-1,148,838.32	-566,580.04	.00	-1,371,977.68	
	TOTAL EXPENSES	2,497,146	2,497,146	389,862.87	40,156.77	7,662.28	2,099,620.85	
630	POLICE ASSET FORFEITURE FUND							
000	REVENUES							

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630	POLICE ASSET FORFEITURE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51	INTEREST EARNED	0	0	-2,114.94	-459.17	.00	2,114.94	100.0%
56	MISC REVENUE	0	0	-1,764.00	.00	.00	1,764.00	100.0%
	TOTAL REVENUES	0	0	-3,878.94	-459.17	.00	3,878.94	100.0%
	TOTAL POLICE ASSET FORFEITURE FUN	0	0	-3,878.94	-459.17	.00	3,878.94	100.0%
	TOTAL REVENUES	0	0	-3,878.94	-459.17	.00	3,878.94	
	GRAND TOTAL	31,595,950	26,701,016	-2,371,918.34	-8,221,807.36	18,111,990.80	10,960,943.69	58.9%

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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	137,497.66		12,652.21	303.28	99.8%
00101 Splash Pad North of Dedeaux R	125,000	125,000				125,000.00	.0%
00106 Dedeaux Rd Widening Phase II	4,280,557	4,136,497	2,617,292.17	470,203.51	1,141,336.11	377,868.73	90.9%
00108 34TH AVE BOX CULVERT	119,850	119,850	119,547.25		302.75	.00	100.0%
00109 SHIP ISLAND FERRY TERMINAL	146,403	146,403	16,999.07	1,988.95	129,403.45	.47	100.0%
00110 40th St Paving (Wash to E Dea	4,604	0				.00	.0%
00111 19th St Paving (49th to 42nd)	43,400	46,400			46,320.00	80.00	99.8%
00112 John Ross Rd Paving (605 to O	123,000	123,000	123,000.00			.00	100.0%
00113 Trace/Angela/Whitney Dr Pavin	2,208	0				.00	.0%
02386 JONES PARK \ HARBOR IMP '07	811,885	811,885				811,885.00	.0%
02393 28TH STREET WIDENING(TEA 21)2	283,329	283,329	4,989.72		120,458.51	157,880.54	44.3%
02405 DEDEAUX ROAD WIDENING PHASE 2	93,512	93,512				93,512.47	.0%
02444 JONES PARK LIGHTING AND INFRA	12,614	12,614			12,614.11	.00	100.0%
02506 AIRPORT RD WDNG/WASH AVE-4 RN	609,982	609,982	29,906.00	783.00	29,906.75	550,169.25	9.8%
02507 WAYFINDING PROJECT	29,042	29,042	21,057.80		7,500.00	484.06	98.3%
02508 ORANGE GROVE ROOF	383,261	383,261	174,695.65	78,116.79	38,931.35	169,634.08	55.7%
02748 HAR CO DIST 4 PAVING PROJ/LIS	21,436	55,498				55,497.64	.0%
02765 JONES PARK IMP-BARKSDALE DONA	8,694	8,694			8,694.28	.00	100.0%
02770 JONES PARK IMP-LEO SEAL DONAT	26,621	26,621			26,621.08	.00	100.0%
02785 2012 BOND ISSUE-PHASE 5 / 22N	34,062	0				.00	.0%
02796 COURTHOUSE RD IMP/WIDENING	2,030,921	2,030,921	1,701,150.69	137,511.68	219,429.31	110,340.82	94.6%
02804 LANDON RD WIDENING	1,261,507	1,909,774	113,415.32	88,831.24	126,359.17	1,670,000.00	12.6%
02810 PASS RD TRAFFIC SIGNAL SOFTWA	17,368	0				.00	.0%
02814 TIDELANDS 14 YACHT BASIN	227,218	227,218	4,474.21	6.76		222,743.29	2.0%
02817 TIDELANDS 15-COURTHOUSE RD BO	69,349	69,349	8,727.31			60,621.57	12.6%
02818 SEASONAL LIGHT SHOW	21,783	26,783			6,236.99	20,545.76	23.3%
02819 AQUARIUM	31,468,566	31,468,566	9,706,745.74	2,132,602.99	.00	21,761,819.94	30.8%
02820 TIDELANDS 16-IMPROV JONES YAC	88,285	88,285	8,727.32			79,557.79	9.9%
02821 E TAYLOR RD TRAFFIC STUDY	6,865	0				.00	.0%
02822 20TH AVE MATCH	60,624	60,624	13,564.00		24,504.18	22,555.82	62.8%
02823 Seaway Road Pedestrian Pathwa	888,923	888,923	44,575.64	942.00	2,305.76	842,041.28	5.3%
02824 Tidelands-FY17 Yacht Basin	125,000	125,000				125,000.00	.0%
02826 Tidelands-FY17 Bulkhead Repai	22,500	22,500				22,500.00	.0%
02914 ROYAL STREET/ST CHARLES DRAIN	19,040	16,040				16,040.22	.0%
02918 MILL RD DRAINAGE PROJECT	40,000	40,000				40,000.00	.0%
02919 53RD AVE BOX CULVERT PROJECT	35,000	35,000				35,000.00	.0%
02920 LEISURE SERVICES PROJECTS	11,970	0				.00	.0%
02921 FLAT BRANCH/QUBBIE CREEK PROJ	457,727	453,646			5,313.95	448,331.65	1.2%
02930 SOCCER FIELDS	58,909	163,666	164,721.70	32,373.91	.00	-1,055.65	100.6%
02935 BAYOU VIEW ADA IMPROVEMENTS	21,620	46,620				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	300,172	535,138	202,991.53	.00	7,357.92	324,788.06	39.3%
05849 BRICKYARD BAYOU DRAINAGE	507,709	3,501	.00	.00	3,500.31	.73	100.0%
05850 COFFEE CREEK DRAINAGE/RECREAT	40,593	40,593	8,335.21	.00	463.20	31,794.52	21.7%
05851 MDA HWY 49 AND 18TH ST DRAIN	4,686	4,686	-104.30	210.00	3,183.56	1,606.44	65.7%
29008 LEASE PURCHASE OF 5 FIRE TRUC	1,502,330	1,218,408	81,557.52	.00	1,257,656.75	-120,806.37	109.9%
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	62,548	119,884	31,274.16	.00	.00	88,610.12	26.1%
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 Sorlia City Sidewalk Repair/Dr	0	30,000	.00	.00	.00	30,000.00	.0%
82640 Ward 1 EmpowDist 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	46,776,024	46,981,490	15,335,141.37	2,943,570.83	3,255,377.64	28,390,971.25	39.6%
200 COMMUNITY DEVELOPMENT							
05433 EMERGENCY HOUSING REPAIR 2014	6,017	6,017	.00	.00	.00	6,017.48	.0%
05600 ADMIN 2016	215,823	215,823	52,431.93	8,562.64	.00	163,391.07	24.3%
05697 GASTON POINT CENTER IMPROVEME	0	127,700	.00	.00	.00	127,700.00	.0%
05751 ADMIN-CDBG ENTITLEMENT 2017	230,651	230,651	6,773.28	1,984.17	.00	223,877.91	2.9%
05752 CATHOLIC SOCIAL SERVICES 2017	15,000	15,000	9,304.56	1,976.99	.00	5,695.44	62.0%
05753 DE L'EPEE DEAF CENTER 2017	20,000	20,000	17,722.16	.00	.00	2,277.84	88.6%
05754 OPEN DOORS HOMELESS COALITION	20,000	20,000	.00	.00	.00	20,000.00	.0%
05755 I.FREDERICKS BASEBALL FENCE 1	100,000	100,000	.00	.00	53,180.00	46,820.00	53.2%
05756 GASTON PT GYM FLOOR/AC 2017	250,000	250,000	.00	.00	.00	250,000.00	.0%
05757 GULF COAST CENTER FOR NONVIOL	0	15,000	.00	.00	.00	15,000.00	.0%
05803 MDA Streetscape Improvements	2,425,352	2,425,352	548,687.06	37,120.23	1,281,504.98	595,159.73	75.5%
05849 BRICKYARD BAYOU DRAINAGE	3,997,125	3,997,125	736,842.03	170,828.81	1,996,813.21	1,263,469.91	68.4%
05850 COFFEE CREEK DRAINAGE/RECREAT	260,979	295,300	92,607.61	.00	.00	202,692.83	31.4%
05851 MDA HWY 49 AND 18TH ST DRAIN	1,316,119	1,316,119	52,509.35	.00	53,653.46	1,209,956.00	8.1%
05876 CDBG 2018	0	139,177	657.43	338.37	.00	138,519.57	.5%
05877 CATHOLIC SOCIAL SERVICES 2018	0	15,000	.00	.00	.00	15,000.00	.0%
05878 de L'Epee Deaf Center 2018	0	15,000	.00	.00	.00	15,000.00	.0%
05879 Gulf Coast Center for Non Vio	0	15,000	.00	.00	.00	15,000.00	.0%
05880 Gulf Coast Community Ministri	0	15,000	.00	.00	.00	15,000.00	.0%
05881 CDBG 2018	0	170,000	.00	.00	.00	170,000.00	.0%
05882 CDBG 2018	0	176,712	.00	.00	.00	176,712.00	.0%
05883 CDBG 2018	0	150,000	.00	.00	.00	150,000.00	.0%
05995 HOUSING REHABILITATION	70,000	70,000	.00	.00	.00	70,000.00	.0%
74500 HOME ADMIN 10-14 AVAIL	0	0	66,127.05	10,311.81	.00	-66,127.05	100.0%

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77100 HOME ADMINISTRATION 2017	29,322	29,322	580.17	.00	.00	28,742.11	2.0%
78100 HOME ADMINISTRATION 2018	0	47,688	15.00	.00	.00	47,673.00	.0%
91667 SILVER RIDGE PARK 1/2 COURT B	35,000	35,000	.00	.00	.00	35,000.00	.0%
TOTAL COMMUNITY DEVELOPMENT	8,991,388	9,911,987	1,584,257.63	231,138.02	3,385,151.65	4,942,577.84	50.1%
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	.00	.00	.00	100.0%
00115 LAURELWOOD	0	498,000	5,233.00	.00	.00	492,767.00	1.1%
00117 N Wastewater Trmt Plant Expan	0	40,000	10,000.00	.00	.00	30,000.00	100.0%
00120 Sweetwater Trail L/S Lining	0	15,250	12,950.00	.00	.00	2,400.00	84.4%
00121 CANAL ROAD RUBBISH PROPERTY	0	140,000	136,977.44	.00	.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%
31115 FELTON ROAD (3 RVRS TO N END)	0	16,237	16,236.55	.00	.00	.45	100.0%
31116 5TH AVE (5TH ST TO 14335 MAIL	0	6,002	6,001.38	.00	.00	.62	100.0%
31117 5TH ST (OLD HWY 49 TO W DEAD	0	13,117	13,116.18	.00	.00	.82	100.0%
31118 CHRUCH ST (OLD HWY 49 TO 5TH	0	32,029	32,028.92	.00	.00	.08	100.0%
31143 PHIFER LANE (OLD 49-W DEAD EN	0	15,800	.00	.00	.00	15,800.00	100.0%
81103 PURCHASE OF 4 CREW TRUCKS	0	180,000	.00	.00	.00	179,822.00	99.9%
81104 PURCHASE OF EXCAVATOR	0	160,000	160,000.00	.00	.00	.00	100.0%
81105 VAC-CON TRUCK LEASE PURCHASE	0	90,000	.00	.00	.00	90,000.00	.0%
81519 WATER TANK MAINTENANCE PROG 2	0	668,762	.00	.00	.00	668,762.00	.0%
81522 UTILITY ACQUISITION	0	1,000,000	1,000,000.00	.00	.00	.00	100.0%
81523 WATER METER REPLACEMENT FY 20	0	250,000	.00	.00	.00	250,000.00	.0%
82562 SEAWAY ISLAND WATER MAIN CONN	0	45,858	.00	.00	.00	33,301.95	27.4%
82564 38TH AVE SEWER PROJECT	0	0	.00	.00	.00	.00	.0%
82565 BAYOU VIEW TANK REPLACEMENT	2,695,679	2,695,679	577,130.28	.00	2,104,681.38	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 BENERFIELD SEWER REPLACEMENT	4,505	135,624	53,157.60	13,011.20	4,505.05	77,961.51	42.5%
82575 FIBER OPTIC COMM PLAN	11,566	0	.00	.00	.00	.00	.0%
82578 HERRING ROAD SEWER	109,700	109,700	.00	.00	.00	.00	.0%
82579 SAUCIER LN/BEAULAH CHURCH RD	0	25,510.00	25,510.00	.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 FORREEST 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, DUCKWORTH	32,409	32,409	1,617.00	.00	.00	30,791.80	5.0%
82583 THREE RVRS FR ONEAL TO DCKWRT	2,892	369,892	33,015.00	.00	2,874.37	334,002.47	9.7%
82584 THREE RIVERS RD/MAYS RD SEWER	979,225	979,225	17,755.48	327.48	7,505.28	953,964.52	2.6%
82585 VEH MOUNTED CAMERA TRUCK I &	49,980	99,960	24,990.06	4,165.01	.00	74,970.06	25.0%
TOTAL WATER/SEWER UTILITY FUND	4,545,837	8,211,988	2,234,827.89	17,503.69	2,362,934.75	3,614,224.91	56.0%
GRAND TOTAL	60,313,249	65,105,465	19,154,226.89	3,192,212.54	9,003,464.04	36,947,774.00	43.2%

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



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Connie Debenport, Manager
Purchasing

Date: 4/26/2019

Subject: Legal Notice - advertisement for bids for Grounds Maintenance for the City of Gulfport

Recommendation:

**Legal Advertisement
Grounds Maintenance for
City of Gulfport**

The City of Gulfport is requesting sealed bids from qualified individuals and/or firms to perform Grounds Maintenance at City Parks and Cemeteries.

All bids must be received in the Office of Procurement, 1410 24th Avenue, 2nd Floor Hardy Bldg., Gulfport, MS 39501, no later than 10:00 am, local time on June 12, 2019, after which time they will be opened and publicly ready aloud.

The bid package may be picked up at the Purchasing Office, located at 1410 24th Avenue, Gulfport, MS or can be faxed or emailed by calling 228-868-5705 X6550 and making the request.

Contract(s) will be awarded to the lowest and best bid received.

The City reserves the right to reject any and all proposals or to waive any informality. The City of Gulfport is an equal opportunity employer.

“The City of Gulfport now offers Electronic Bidding. Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.”

mar

The City of Gulfport, Mississippi hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

For bids exceeding \$50,000.00, Bidder must indicate his Certificate of Responsibility Number on the outside of sealed proposal as required by Mississippi Law. Effective July 1, 2010; Per MS Code 31-3-21(3); any bid submitted by a nonresident contractor which does not include the nonresident contractor's current state law pertaining to such state's treatment of nonresident contractors, shall be rejected and not considered for award. If no such law exists in the non-resident contractor's state, then the non-resident contractor may provide a statement to that effect.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof. The Owner reserves the right to waive any informalities or to reject any or all bids.

Publish in the Legal Section on:

05-10-19 & 05-17-19

Send Invoice & Proof of Publication to:

**Connie Debenport, CPPB
Purchasing Manager
City of Gulfport
P. O. Box 1780
Gulfport, MS 39502-1780**



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Wayne Miller, Director
Public Works

Date: 4/25/2019

Subject: Letter - regarding 2019 Keep Gulfport Clean and Green Event - to be made a part of the minutes.

Recommendation:

Memorandum – City of Gulfport



PUBLIC WORKS

TO: Gulfport City Council Members

CC: Mayor Billy Hewes
Dr. John Kelly, CAO

FROM: Wayne E. Miller, P.E., Director of Public Works *WEM*

DATE: April 24, 2019

RE: **Keep Gulfport Clean and Green Event**
- May 10 to June 30

The City of Gulfport will complete another comprehensive anti-litter campaign. We are asking for your help with the “Keep Gulfport Clean and Green” event for 2019. The plan for this year is to dedicate one weekend to the clean-up for each ward. The kickoff weekend will be May 10, 2019 beginning in Ward 1 and continuing to each ward in numerical order ending with Ward 7 on June 28, 2019. Attached is a copy of the flyer that will be mailed to each resident with their monthly Water, Sewer, and Garbage bills.

Please designate a **Ward Leader** to coordinate all cleanup projects in your ward. You may wish to be that person or ask someone to take this very important role. They will be responsible for getting volunteers (or sub-teams), coordinating division leaders, documenting all aspects of the event and coordinating with the Public Works Department Event Representative, Mark Kraninger at (228) 297-2495. We are also recruiting **Division Leaders** that will work with various small and large businesses, churches, schools, civic organizations, etc. These division leaders will help us address areas of concern to each group. **Attached is a form to fill out to submit the Ward Leader or Division Leader's name, address and contact number. If possible, please return to Mark Kraninger by April 29, 2019.**

We will hold a **Ward and Division Leader Meeting** on **Monday, April 29th at 5:30 p.m.** at the Handsboro Community Center on Switzer Road to pass out information and discuss the event. After that meeting, the Ward Leader will be able to call neighborhood associations or groups to begin putting together “Clean Teams.”

Thank you for assistance with this event.



"Green Bags"
will be
Provided by
Gulfport



City-wide Cleanup

A city-wide clean-up will be held from May 10, 2019 – June 30, 2019. Here's how it works:

- All trash must be located in the city's right-of-way in "Green Trash Bags" by each Monday morning based upon the Trash pick-up schedule.
- Volunteers will work Friday, Saturday, and Sunday, and place in "Green Trash Bags" prior to trash pick-up week.
- Once a street has been cleared of all trash bags and marked completed, work crews will **NOT** return to that street.
- Dumpsters will be placed in each Ward according to the schedule and residents are allowed to place any trash/debris in these dumpsters.
- Waste Pro will continue to pick up trash/debris piles using the normal weekly schedule.

Call **311 or (228) 868-5700** for questions. Refer to the City of Gulfport's website @ www.gulfport-ms.gov for additional information.

Trash Pick-up Do's & Don'ts

Do's

1. Trash bags **MUST** be accessible for pick-up (i.e. close to the road, but not too close to hinder vehicle traffic)
2. Trash bags **MUST** be in the city's right-of-way, **NOT** on private property
3. The City will pick up household refrigerators, freezers, and A/C units (no commercial units) so long as they are certified by a licensed dealer/service technician as "Freon Free." **All refrigerators brought to the road, MUST be rendered in a safe condition so no child will be harmed.** A tag must be affixed to the appliance by the licensed dealer/service technician with the dealer/service technician certification number on the tag. The tag will certify that the Freon has been properly removed from the unit. Any refrigerator, freezer, or A/C unit(s) without a "Freon Free" tag will **NOT** be picked up and will become the responsibility of the resident.

Don'ts

No hazardous waste will be picked up, including (but not limited to):

Inside household items:

- aerosols
- ammonia
- bleach
- chlorine
- cleaners
- detergents
- disinfectants
- electronic appliances (i.e. TV's, microwave ovens, computers, etc.)
- furniture polish
- glass cleaner
- no liquids of ANY kind-the container(s) **MUST** be dried out.
- varnish/wood finish
- oven cleaner
- paint
- rug & upholstery cleaner
- scouring power
- silver polish
- toilet bowl cleaner
- tub & tile cleaner
- varnish/wood finish



City-wide Clean-up Schedule

May/June 2019

Ward	Volunteer Clean-up Schedule	Trash Pick-up Schedule	Dumpster Schedule	Dumpster Location
1	May 10 - May 12	May 13 - May 17	May 10 - May 13 morning	1. Gaston Point Community Center, Mills Avenue 2. 19th St. Community Center, Corner of 19th St. & 33rd Ave. 3. Villa Del Ray Store 34th Street & 39th Avenue
2	May 17 - May 19	May 20 - May 24	May 17 - May 20 morning	1. Westside Community Center, Hwy 90 & 41st Avenue 2. Fire Station, Cowan Road South of RR Tracks 3. Texas Avenue and 31st Street by Lift Station
3	May 31 - June 2	June 3 - June 7	May 31 - June 3 morning	1. Magnolia Grove Community Center, on 26th Street 2. Morning Star Church, 1440 20th Street 3. Baseball Field at Ohio Avenue & Holly Circle
4	June 7 - June 9	June 10 - June 14	June 7 - June 10 morning	1. City Public Works Building, 4050 Hewes Avenue 2. Handsboro Community Center on Switzer Road 3. Bayou View Park on Harrison Circle
5	June 14 - June 16	June 17 - June 21	June 14 - June 17 morning	1. Orange Grove Community Center, Dedeaux Road 2. Old Lorraine Road @ Creel Circle
6	June 21 - June 23	June 24 - June 28	June 21 - June 24 morning	1. Entrance to Pine Hills Subdivision, Dedeaux Road & Pine 2. Dedeaux Park on River Road 3. Fire Station @ Three Rivers Road
7	June 28 - June 30	July 1 - July 5	June 28 - July 1 morning	1. Lyman Community Center, Highway 49 & Touriel Road 2. Depew Road @ Government Street 3. Old Hwy 49 @ Orange Grove Road

Report Littering!

HELP KEEP



CLEAN & GREEN

What the City of Gulfport is doing:

- Enforcement of fines up to \$1,000 and up to 90 days in jail! Littering Reports can be filed at <http://www.gulfport-ms.gov/police>
- WastePro is responsible for picking up trash on a weekly schedule.
Call WastePro at 800-901-7072 Ext. 3 for times, questions, or concerns.
- Call the City of Gulfport for additional assistance at 311 or the City's website at www.gulfport-ms.gov/311

What can you do:

- **Report Littering Immediately.** Get complete information, addresses, truck or car tags, and report it.
<http://www.gulfport-ms.gov/police>
- **Follow proper trash disposal.** Be extra watchful of litter and garbage flying out of vehicles. Be sure to bag and tie garbage and place in residential garbage cans in order to avoid loose trash and over filling.
- **Drop off Hazardous Waste** every 2nd Saturday at Harrison County Work Center (next to Sheriff's Department) located at 10076 Cowan Lorraine Road (latex or oil based paint, used oil, antifreeze, household, marine, car batteries, freezers and refrigerators, fluorescent light bulbs, aerosol cans, tires (maximum of 5 tires).
- **Recycle**...learn about it at www.gulfport-ms.gov/pw_recycling

Take charge in your community....
Help Keep Gulfport Clean and Green

Clean up Weekends

May 10 to June 30.....One Weekend per Ward

Calling All Volunteers! Individuals, families, neighbors, clubs, organizations, churches, classes,
businesses...

Together, We can do it!

Call City Hall at 311 or 228-868-5700 for more information.



“Keep Gulfport Clean and Green”

Ward Leader & Division Leader List

Ward: _____

Name	Address	Phone #	Email
Ward Leader:			
Division Leaders:			

***Please Return to Mark Kraninger (mkraninger@gulfport-ms.gov) by April 29, 2019.**



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 3/29/2019

Subject: Letter - regarding bid awarded by Purchasing to GovConnection Inc. for desktop computers - Information Technology - 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: March 29, 2019

Re: The City of Gulfport
Computers
Bids received 03/27/2019

I have reviewed the bids received on the above referenced item and find GOVCONNECTION INC to be the lowest and best bid for a total amount of \$18,367.00.

I have issued Purchase Order #203858 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Desktops**Information Technology Dept****Bid Date: March 27, 2019****PO# 203858**

GOVCONNECTION			
	Qty	Unit Price	Total Price
Part #5CM21UT #ABA 260 G3 15 7200 HD 4GB 500GB HP DESKTOPS	25	\$523.62	\$13,090.50
Part #3TK88AT HP DDR4 8GB SO-DIMM 260 pin-2666MHz/pC4-21300	25	\$127.57	\$3,189.25
Part #UC245E Extended 3 YEAR HP Care Pack Hardware Support	25	\$54.29	\$1,357.25
Part #2JA32AAHP Desktop Mini Security/Dual VESA Sleeve v2	25	\$29.20	\$730.00
Total Cost			\$18,367.00

SHI			
	Qty		
Part #5CM21UT #ABA 260 G3 15 7200 HD 4GB 500GB HP DESKTOPS	25	\$ 515.00	\$ 12,875.00
Part #3TK88AT HP DDR4 8GB SO-DIMM 260 pin-2666MHz/pC4-21300	25	\$ 125.00	\$ 3,125.00
Part #UC245E Extended 3 YEAR HP Care Pack Hardware Support	25	\$ 75.00	\$ 1,875.00
Part #2JA32AAHP Desktop Mini Security/Dual VESA Sleeve v2	25	\$ 37.00	\$ 925.00
Total Cost			\$ 18,800.00

HOWARD TECHNOLOGY SOLUTIONS			
	Qty		
Part #5CM21UT #ABA 260 G3 15 7200 HD 4GB 500GB HP DESKTOPS	25	\$550.00	\$13,750.00
Part #3TK88AT HP DDR4 8GB SO-DIMM 260 pin-2666MHz/pC4-21300	25	\$135.00	\$3,375.00
Part #UC245E Extended 3 YEAR HP Care Pack Hardware Support	25	\$79.00	\$1,975.00
Part #2JA32AAHP Desktop Mini Security/Dual VESA Sleeve v2	25	\$42.00	\$1,050.00
Total Cost			\$20,150.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 4/11/2019

Subject: Letter - regarding bid awarded by Purchasing to Petersen Industries Inc., for Hydraulic Actuator Motor for PW - 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: April 10, 2019

**Re: Hydraulic Actuator Motor
DPW Maintenance Garage
Bids Received 04/09/2019**

I have reviewed the bids received on the above referenced item and recommend acceptance of the lowest and best bid as submitted by Petersen Industries for a total bid amount of \$5,654.45.

I have issued Purchase Order #204074 accordingly and respectfully request you make this a part of the minutes.

Thank you for your consideration.

Hydrlic Actuator Motor
DPW Maintenance Garage
Bids Received 04/09/19
PO #204074

DESCRIPTION	Petersen Industries	Gulf Hydraulics & Pneumatics	Covington Sales & Service
Hydraulic Actuator HA36	\$ 5,534.45	\$ 6,149.39	\$ 9,900.00
Freight	\$ 120.00	\$ 100.00	\$ 200.00
	\$ 5,654.45	\$ 6,249.39	\$ 10,100.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Mary Collins, Procurement Specialist
Purchasing

Date: 4/24/2019

Subject: Letter - regarding bid awarded by Purchasing to Temple Inc. for Replacement of Traffic Signal Controllers - 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: April 24, 2019

**Re: Replacement of Traffic Signal Controllers
Bids Received 04/23/2019**

I have reviewed the bids received on the above referenced item and recommend acceptance of the lowest and best bid as submitted by Temple Inc., for a total bid amount of \$28,190.00.

I have issued Purchase Order #204218 accordingly and respectfully request you make this a part of the minutes.

Thank you for your consideration.

Replacement of Traffic Signal Controllers**Bids Received 04-23-19 @ 10:00 am****PO #204218**

	QTY	TEMPLE INC.	Powell	LEWIS
			Construction Services	ELECTRIC, INC
ITEM #CC550-1 Siemens #EPAC3108M62	10	\$ 2,819.00	\$ 3,098.00	\$ 3,383.00
TOTAL		\$ 28,190.00	\$ 30,980.00	\$ 33,830.00



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
City Council

Date:

Subject: Ratification - of Memorandum of Agreement with AT&T Mobility National Accounts, LLC associated with the FirstNet Program - to be made a part of the minutes.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Leisure Services

Date: 4/16/2019

Subject: Ratification - Marquee Sign Advertising Contract - Overtime Sports - to be made a part of the minutes.

Recommendation:

MARQUEE SIGN ADVERTISING CONTRACT
"LED Display"

The undersigned, OVERTIME Sports (hereinafter called the "ADVERTISER") does hereby contract with and authorizes the City of Gulfport, Mississippi, (hereinafter called the "CITY") to place and maintain an LED Display (hereinafter called "Display") on the Marquee Sign located at or near the Gulfport Sportsplex and Interstate 10, as follows:

1. DISPLAY PERIOD:

Advertiser understands that LED display time has been reserved for its exclusive use. Each LED Display will be shown for a period of 1 months/days (circle one) starting on April-26th ("COMMENCEMENT DATE") and ending on MAY 26th ("END DATE").

2. ADVERTISING FEES:

A. Advertiser agrees to pay, as follows (City and Advertiser initial selected option):

_____ For seven (7) days - \$600 payable at execution of this Contract
X _____ For thirty (30) days - \$1,500 payable at execution of this Contract
_____ For six (6) months - \$6,500 payable at execution of this Contract
_____ For one (1) year - \$12,500 payable at execution of this Contract

*This fee does not include costs associated with the design of Advertiser's artwork. Design costs are the sole responsibility of Advertiser.

B. Advertiser's LED Display content will not be placed on the Marquee Sign until the Advertising Fees referenced in Paragraph 2.A. have been paid in full.

3. RENEWAL/TERMINATION:

A. Advertiser may have the option of renewing its advertising contract if it fully met their contract obligations, including timely payment of all advertising fees. While renewals are NOT guaranteed, it is the City's general intent to give Advertiser the "right of first refusal" on contracted advertising space.

B. Advertiser shall advise the City in writing no later than thirty (30) days prior to the END DATE if Advertiser desires to renew this advertising contract. Within ten (10) days of receiving such notice from the Advertiser, the City shall advise if the LED Display time is available for renewal and, if so, what the terms and fees for that renewal will be. Within five (5) days of receiving the terms and fees from the City, Advertiser shall advise the City of its intent to renew the advertising contract according to the new terms and fees or not renew. Advertiser's failure to renew within the five (5) day period could result in Advertiser's loss of the LED Display time.

C. Either party may terminate this contract on thirty (30) days notice. If the City terminates this contract for convenience, Advertiser is entitled to a credit at the sole discretion of the City. If the Advertiser terminates this contract, Advertiser is not entitled to any credit.

4. CITY'S RESPONSIBILITIES:

A. The LED Display will be lit 24 hours a day during the term of the contract. In the event of failure to provide illumination, the Advertiser will be allowed a credit, as solely determined by the City. Advertiser shall be entitled to a minimum of 1,000 displays, each a minimum of six (6) seconds long, in a 24 hour period. While the City cannot and does not guarantee a

particular side of the Marquee sign for your display, it will make every effort to accommodate your special request concerning sign side.

- B. If during the life of this contract, any state, federal or local taxes are imposed on outdoor advertising, Advertiser agrees to reimburse the City for the amount pro rata to this contract or have the option to terminate this contract in accord with the termination provisions set forth herein.
 - C. The City shall not be responsible for any failure or delay in the performance of undertakings hereunder when due to fire, governmental restrictions, strikes, lockouts, acts of God or any other act or thing beyond its control.
 - D. The City shall not be responsible for any damage to Advertiser's artwork caused by wind, sun or other conditions or events outside the City's control.
5. **ARTWORK:**
- A. Design: Artwork design is the Advertiser's responsibility. Artwork should be provided to the City in a .jpg or .bmp format (minimum specifications: 72 DPI and 112x192 pixel count).
 - B. Preparation and Installation: The City shall cause the LED Display to be prepared and shall be responsible for the display of the same on the Marquee Sign.
 - C. The City reserves the right to reject any artwork, including copy, not in good taste, or which it deems otherwise objectionable.
 - D. Two (2) days leeway shall be granted either before or after the commencement and/or end date without financial penalty to the Advertiser or the City. While every effort will be made to install Advertiser's artwork on the commencement date, this two (2) day grace period may be invoked to accommodate the installer's schedule and weather conditions.
 - E. Advertiser shall notify the City seven (7) days in advance of any artwork changes, so that installation of new artwork can be scheduled. Costs incurred by the City due to artwork changes shall be the responsibility of Advertiser.

6. **GENERAL PROVISIONS:**

- A. 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

Advertiser: Overline Sports (Name of Advertiser)
105 ARMANA OAKS (Address)
OCEAN SPRINGS, MS. 39564

_____(City, State and Zip)

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

- B. Nondiscrimination. City and Advertiser agree not to discriminate because of race, color, religion, sex, age, national origin, disability, or status as a Vietnam Veteran, as defined and prohibited by applicable law, and that they will operate as Equal Opportunity Employers in compliance with applicable federal, state and local laws, ordinances, and regulations.
- C. Indemnity. Advertiser 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 Advertiser 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 Advertiser with respect to or from and against all claims, demands, causes of actions, lawsuits, judgments, and orders arising out of or as a result of negligent acts or omissions of the City.
- D. 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 Advertiser 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, Advertiser, 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.
- E. Non-Waiver. In the event 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.
- F. Amendment. This Contract may be amended only by written instrument approved by City and Advertiser. Amendments hereto shall be effective as of the date of passage by the municipal governing authority.

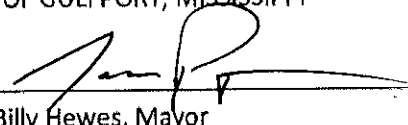
- G. Entire Contract. This Contract constitutes the entire Contract between City and Advertiser relating to signage on the Marquee sign reference herein and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. This Contract supersedes any prior covenants, appurtenant to or involving the Marquee sign or advertising thereon.
- H. Authority and Guarantee. The Undersigned represent that they have full power and authority to enter into this Contract on behalf of the City and Advertiser 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 Advertiser 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 Advertiser.
- I. Choice of Law. This contract shall be interpreted according to the laws of the State of Mississippi.

IN WITNESS WHEREOF as duly authorized:

City:

CITY OF GULFPORT, MISSISSIPPI

By:


Billy Hewes, Mayor

By: Jase Payne, Marketing Manager, Designee

Attest:



Linda Elias, Clerk

Dated: 3.19, 2019

Advertiser:

Overtime Sports (Name of Advertiser)

By:



Timothy Bennett (Printed name and title of person signing)

Dated: 3.19.19, 2019

- G. Entire Contract. This Contract constitutes the entire Contract between City and Advertiser 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.
- H. Authority and Guarantee. The Undersigned represent that they have full power and authority to enter into this Contract on behalf of the City and Advertiser 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 Advertiser 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 Advertiser.
- I. Choice of Law. This contract shall be interpreted according to the laws of the State of Mississippi.

IN WITNESS WHEREOF as duly authorized:

City:

CITY OF GULFPORT, MISSISSIPPI

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

Dated: _____, 201__

Advertiser:

OVERTIME Sports (Name of Advertiser)

By: [Signature]
Timothy BENNETT (Printed name and title of person signing)

Dated: 8/6/19, 2019



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Brittany Rodgers, Clerk of Council
City Council

Date: 2/26/2019

Subject: Ratification - of Supplemental Agreement #1 to Contract with Pickering Firm, Inc., for Construction Engineering and Inspection Services in connection with the Courthouse Road Improvements Project - to be made a part of the minutes.

Recommendation:



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 4/29/2019

Subject: Ratification - of Donated Easements for the Benefield Sewer Project - to be made a part of the minutes.

Recommendation:

SCANNED

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811



J. Hamilton 1st Judicial District
Instrument 2016 475 D - J1
Filed/Recorded 1/27/2016 03:20 P
Total Fees \$ 12.00
4 Pages Recorded



PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned **Grantor**,

GINA HAHN HAMILTON
32 55th Street
Gulfport, Mississippi 39507
228-868-5811

do hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI
A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of a utility system over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particular described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantor's remaining and adjacent property for the purpose of construction and maintenance of said drainage system. Any damage caused to Grantor's remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonable and possible, to pre-damage condition.

INDEXING INSTRUCTIONS:

Gulfport Bayou View Subdivision, 4th Addition
 Lot 4, Block 85
 City of Gulfport, First Judicial District
 Harrison County, Mississippi

WITNESS MY SIGNATURE on this the 18th day of January, 2016.

Gina Hahn Hamilton
 GINA HAHN HAMILTON

**STATE OF MISSISSIPPI
 COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 18th day of January, 2016, **GINA HAHN HAMILTON**, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed.

Shannon McNaair
 NOTARY PUBLIC

My Commission Expires:

06-2-2016

(SEAL)

APPROVED:

[Signature]
 For and on behalf of loanDepot.com, Mortgagee



Exhibit "A"

Utility Easement

A 7.5 FEET WIDE UTILITY EASEMENT ACROSS THE WEST 7.5 FEET OF LOT 4, BLOCK 85, GULFPORT BAYOU VIEW, 4TH ADDITION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

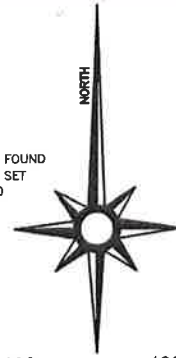
BEGINNING AT AN IRON ROD AT THE SOUTHERNMOST CORNER OF SAID LOT 4, LYING ON THE NORTH MARGIN OF 55TH STREET, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 334969.52, EAST 914609.52; THENCE ALONG THE WEST LINE OF SAID LOT 4, N40°44'47"W 200.00' TO THE WESTERNMOST CORNER OF SAID LOT 4, LYING ON THE SOUTH MARGIN OF A 25 FEET WIDE PLATTED ALLEY; THENCE ALONG THE NORTH LINE OF LOT 4 AND SOUTH MARGIN OF SAID ALLEY, N49°15'13"E 7.50'; THENCE PARALLEL TO THE WEST LINE OF SAID LOT 4, S40°44'47"E 200.00' TO THE SOUTH LINE OF SAID LOT 4, ALSO BEING THE NORTH MARGIN OF 55TH STREET; THENCE ALONG SAID SOUTH LINE OF LOT 4 AND THE NORTH MARGIN OF 55TH STREET, S49°15'13"W 7.50' TO THE POINT OF BEGINNING, CONTAINING 1,500.00 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

NOTES:

1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
2.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.

LEGEND:

- ⊗ -- IRON ROD FOUND
- -- IRON PIPE FOUND
- -- IRON ROD SET
- ⊗ -- SPIKE FOUND
- △ -- SPIKE SET
- ⊗ -- CONCRETE MONUMENT FOUND
- ⊗ -- CONCRETE MONUMENT SET
- ⊗ -- LIGHTARD KNOT FOUND
- (M) -- AS MEASURED
- (R) -- AS PER RECORD
- APP -- AS PER PLAT
- IRF -- IRON ROD FOUND
- IRS -- IRON ROD SET



PROPOSED SURVEY DESCRIPTION FOR 7.5 FEET UTILITY EASEMENT:

A 7.5 FEET WIDE UTILITY EASEMENT ACROSS THE WEST 7.5 FEET OF LOT 4, BLOCK 85, GULFPORT BAYOU VIEW, 4TH ADDITION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD AT THE SOUTHERNMOST CORNER OF SAID LOT 4, LYING ON THE NORTH MARGIN OF 55TH STREET, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 334969.52, EAST 914609.52; THENCE ALONG THE WEST LINE OF SAID LOT 4, N40°44'47"W 200.00' TO THE WESTERNMOST CORNER OF SAID LOT 4, LYING ON THE SOUTH MARGIN OF A 25 FEET WIDE PLATTED ALLEY; THENCE ALONG THE NORTH LINE OF LOT 4 AND SOUTH MARGIN OF SAID ALLEY, N49°15'13"E 7.50'; THENCE PARALLEL TO THE WEST LINE OF SAID LOT 4, S40°44'47"E 200.00' TO THE SOUTH LINE OF SAID LOT 4, ALSO BEING THE NORTH MARGIN OF 55TH STREET; THENCE ALONG SAID SOUTH LINE OF LOT 4 AND THE NORTH MARGIN OF 55TH STREET, S49°15'13"W 7.50' TO THE POINT OF BEGINNING, CONTAINING 1,500.00 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

NOTE:

ALL CORNERS OF EASEMENT STAKED WITH 1/2" REBAR WITH PLASTIC CAP STAMPED "CROSBY PLS 2539", UNLESS FOUND MARKER AND STATED HEREON

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Clifford A. Crosby
CLIFFORD A. CROSBY, P.L.S.

DATE 10/9/2015



REFERENCE MATERIALS:

- 1.) RECORDED FINAL PLAT OF GULFPORT BAYOU VIEW, 4TH ADDITION

SURVEY CLASS -- "B"
SCALE: 1" = 60'

FOR:
PICKERING FIRM

BEARINGS SHOWN HEREON ARE DERIVED BY:
GPS OBSERVATION, STATE PLANE GRID, MS EAST



CROSBY SURVEYING
PROFESSIONAL LAND SURVEYING
716 LIVE OAK DRIVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-234-1649

EMAIL: cliffordcrosby@cableone.net

DATE OF FIELD WORK: 10/9/2015

PARTY CHIEF: CAC

INSTRUMENT MAN: CAC

RODMAN: CAC

DRAWN BY: CAC

DRAWING NUMBER: 15213 EASEMENT 2

REVISED:

EXHIBIT

tabbies

B

SCANNED



John D. ... 1st Judicial District
 Instrument 2016 225 D - J1
 Filed/Recorded 1/13/2016 01:40 P
 Total Fees \$ 12.00
 4 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
 City Attorney's Office
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811



PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned **Grantor**,

JUANITA BLACK COMBS

31 55th Street
 Gulfport, Mississippi 39507
(228) 234-2202

do hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
 2309 15th Street
 Gulfport, Mississippi 39501
 Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of a utility system over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particular described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantor's remaining and adjacent property for the purpose of construction and maintenance of said drainage system. Any damage caused to Grantor's remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonable and possible, to pre-damage condition.

INDEXING INSTRUCTIONS:

Gulfport Bayou View Subdivision, 4th Addition
 Lot 4, Block 80
 City of Gulfport, First Judicial District
 Harrison County, Mississippi

WITNESS MY SIGNATURE on this the 8th day of January, 2016

Juanita Black Combs
JUANITA BLACK COMBS

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 8 day of January, ~~2015~~ 2016, **JUANITA BLACK COMBS**, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed.

My Commission Expires:

1/29/18

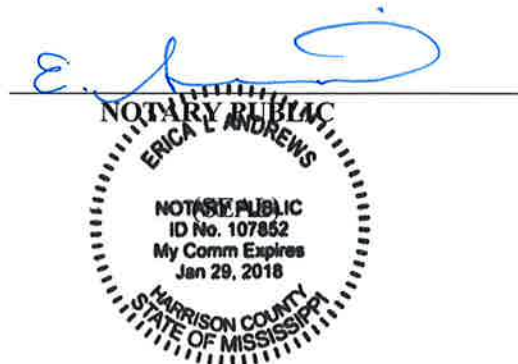


Exhibit "A"

Utility Easement

A 7.5 FEET WIDE UTILITY EASEMENT ACROSS THE WEST 7.5 FEET OF LOT 4, BLOCK 80, GULFPORT BAYOU VIEW, 4TH ADDITION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

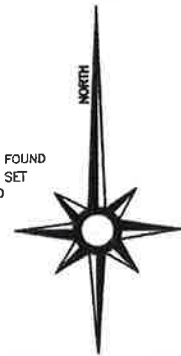
BEGINNING AT AN IRON PIPE FOUND AT THE WESTERNMOST CORNER OF SAID LOT 4, LYING ON THE SOUTH MARGIN OF 55TH STREET, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 334908.91, EAST 914661.74; THENCE ALONG THE NORTH LINE OF SAID LOT 4 AND THE SOUTH MARGIN OF 55TH STREET, N49°19'12"E 7.50'; THENCE PARALLEL TO THE WEST LINE OF SAID LOT 4, S40°40'48"E 199.92' TO THE SOUTH LINE OF SAID LOT 4, LYING ON THE NORTH MARGIN OF A 25 FEET WIDE PLATTED ALLEY; THENCE ALONG THE SOUTH LINE OF LOT 4 AND NORTH MARGIN OF SAID ALLEY, S49°19'12"W 7.50' TO AN IRON ROD FOUND AT THE SOUTHERNMOST CORNER OF SAID LOT 4; THENCE ALONG THE WEST LINE OF SAID LOT 4, N40°40'48"W 199.92' TO THE POINT OF BEGINNING, CONTAINING 1,499.43 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

NOTES:

- 1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
- 2.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.

LEGEND:

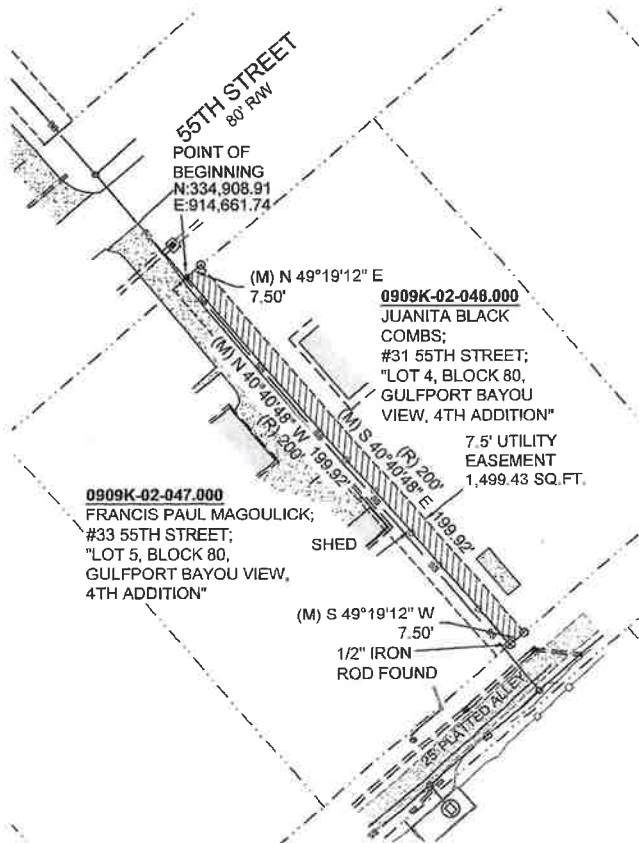
- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- SPIKE FOUND
- SPIKE SET
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- LIGHTARD KNOT FOUND
- AS MEASURED
- (M) --- AS PER RECORD
- (R) --- AS PER PLAT
- APP --- IRON ROD FOUND
- IRF --- IRON ROD SET



PROPOSED SURVEY DESCRIPTION FOR 7.5 FEET UTILITY EASEMENT:

A 7.5 FEET WIDE UTILITY EASEMENT ACROSS THE WEST 7.5 FEET OF LOT 4, BLOCK 80, GULFPORT BAYOU VIEW, 4TH ADDITION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE FOUND AT THE WESTERNMOST CORNER OF SAID LOT 4, LYING ON THE SOUTH MARGIN OF 55TH STREET, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 334908.91, EAST 914661.74; THENCE ALONG THE NORTH LINE OF SAID LOT 4 AND THE SOUTH MARGIN OF 55TH STREET, N49°19'12"E 7.50'; THENCE PARALLEL TO THE WEST LINE OF SAID LOT 4, S40°40'48"E 199.92' TO THE SOUTH LINE OF SAID LOT 4, LYING ON THE NORTH MARGIN OF A 25 FEET WIDE PLATTED ALLEY; THENCE ALONG THE SOUTH LINE OF LOT 4 AND NORTH MARGIN OF SAID ALLEY, S49°19'12"W 7.50' TO AN IRON ROD FOUND AT THE SOUTHERNMOST CORNER OF SAID LOT 4; THENCE ALONG THE WEST LINE OF SAID LOT 4, N40°40'48"W 199.92' TO THE POINT OF BEGINNING, CONTAINING 1,499.43 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.



NOTE:

ALL CORNERS OF EASEMENT STAKED WITH 1/2" REBAR WITH PLASTIC CAP STAMPED "CROSBY PLS 2539", UNLESS FOUND MARKER AND STATED HEREON

REFERENCE MATERIALS:

- 1.) RECORDED FINAL PLAT OF GULFPORT BAYOU VIEW, 4TH ADDITION

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Clifford A. Crosby
CLIFFORD A. CROSBY, P.L.S.

DATE 10/9/2015



EXHIBIT

tabbies

B

SURVEY CLASS -- "B"

SCALE: 1" = 60'

FOR:
PICKERING FIRM

BEARINGS SHOWN HEREON ARE DERIVED BY:
GPS OBSERVATION, STATE PLANE GRID, MS EAST



CROSBY SURVEYING

PROFESSIONAL LAND SURVEYING

716 LIVE OAK DRIVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-234-1649

EMAIL: cliffordcrosby@cableone.net

DATE OF FIELD WORK: 10/9/2015

PARTY CHIEF: CAC

INSTRUMENT MAN: CAC

RODMAN: CAC

DRAWN BY: CAC

DRAWING NUMBER: 15213 EASEMENT 3

REVISED:

SCANNED



J. K. [Signature] 1st Judicial District
 Instrument 2019 2361 D - J1
 Filed/Recorded 4/18/2019 01:51 P
 Total Fees \$ 12.00
 4 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
 City Attorney's Office
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811

REVIEWED

PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned **Grantor**,

SONYA M. CAYLOR
 5021 Courthouse Road
 Gulfport, Mississippi 39507
(228) 343-1081

do hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI
 A Mississippi Municipal Corporation
 2309 15th Street
 Gulfport, Mississippi 39501
 Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of a utility system over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particular described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantor's remaining and adjacent property for the purpose of construction and maintenance of said drainage system. Any damage caused to Grantor's remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonable and possible, to pre-damage condition.

INDEXING INSTRUCTIONS:

Gulfport Bayou View Subdivision, 5th Addition
 Lot 7, Block 3
 City of Gulfport, First Judicial District
 Harrison County, Mississippi

WITNESS MY SIGNATURE on this the 24th day of August, 2015.

Sonya M. Caylor
 SONYA M. CAYLOR

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 24th day of August, 2015, **SONYA M. CAYLOR**, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed.

Kathy Hale
 NOTARY PUBLIC

My Commission Expires:

2/21/17



Exhibit "A"

Utility Easement

A UTILITY EASEMENT ACROSS THE EASTERN PORTION OF LOT 7, BLOCK 3, GULFPORT BAYOU VIEW, 5TH ADDITION, PART 2, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

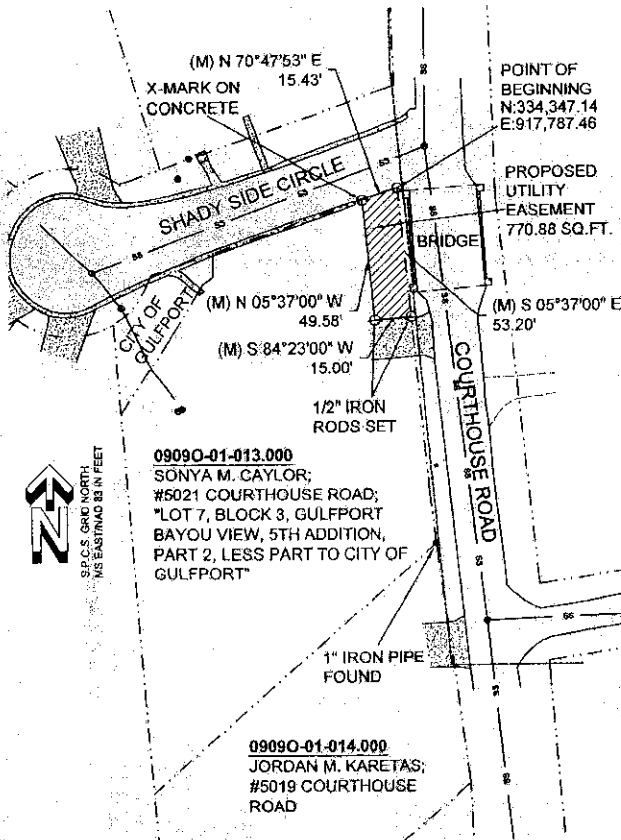
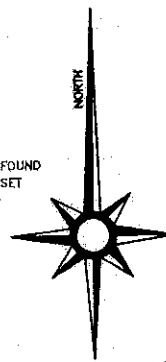
BEGINNING AT A MAG. NAIL IN ASPHALT AT THE NORTHEAST CORNER OF SAID LOT 7, ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH MARGIN OF SHADY SIDE CIRCLE WITH THE WEST MARGIN OF COURTHOUSE ROAD, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 334347.14, EAST 917787.46; THENCE ALONG THE EAST LINE OF SAID LOT 7 AND THE WEST MARGIN OF COURTHOUSE ROAD, S05°37'00"E 53.20' TO AN IRON ROD; THENCE N05°37'00"W 49.58' TO A X-MARK IN CONCRETE LYING ON THE NORTH LINE OF SAID LOT 7 AND THE SOUTH MARGIN OF SHADY SIDE CIRCLE; THENCE ALONG SAID NORTH LINE OF LOT 7 AND THE SOUTH MARGIN OF SHADY SIDE CIRCLE, N70°47'53"E 15.43' TO THE POINT OF BEGINNING, CONTAINING 770.88 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

NOTES:

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LEGEND:

- ⊗ --- IRON ROD FOUND
- --- IRON PIPE FOUND
- --- IRON ROD SET
- ⋈ --- SPIKE FOUND
- △ --- SPIKE SET
- ⊠ --- CONCRETE MONUMENT FOUND
- --- CONCRETE MONUMENT SET
- ⊞ --- LIGHTARD KNOT FOUND
- (M) --- AS MEASURED
- (R) --- AS PER RECORD
- APP --- AS PER PLAT
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PROPOSED SURVEY DESCRIPTION FOR UTILITY EASEMENT:

A UTILITY EASEMENT ACROSS THE EASTERN PORTION OF LOT 7, BLOCK 3, GULFPORT BAYOU VIEW, 5TH ADDITION, PART 2, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG. NAIL IN ASPHALT AT THE NORTHEAST CORNER OF SAID LOT 7, ALSO BEING THE POINT OF INTERSECTION OF THE SOUTH MARGIN OF SHADY SIDE CIRCLE WITH THE WEST MARGIN OF COURTHOUSE ROAD, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 334347.14, EAST 917787.46; THENCE ALONG THE EAST LINE OF SAID LOT 7 AND THE WEST MARGIN OF COURTHOUSE ROAD, S05°37'00"E 53.20' TO AN IRON ROD; THENCE N05°37'00"W 49.58' TO A X-MARK IN CONCRETE LYING ON THE NORTH LINE OF SAID LOT 7 AND THE SOUTH MARGIN OF SHADY SIDE CIRCLE; THENCE ALONG SAID NORTH LINE OF LOT 7 AND THE SOUTH MARGIN OF SHADY SIDE CIRCLE, N70°47'53"E 15.43' TO THE POINT OF BEGINNING, CONTAINING 770.88 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

NOTE:

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THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CLIFFORD A. CROSBY, P.L.S.

DATE

2/4/2016

REFERENCE MATERIALS:

- 1.) RECORDED FINAL PLAT OF GULFPORT BAYOU VIEW, 5TH ADDITION, PART 2



SURVEY CLASS - "B"
SCALE: 1" = 60'

FOR:
PICKERING FIRM

BEARINGS SHOWN HEREON ARE DERIVED BY:
GPS OBSERVATION, STATE PLANE GRID, MS EAST



CROSBY SURVEYING

PROFESSIONAL LAND SURVEYING
716 LIVE OAK DRIVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-234-1649

EMAIL: cliffordcrosby@cableorte.net

DATE OF FIELD WORK: 10/9/2015

PARTY CHIEF: CAC

INSTRUMENT MAN: CAC

RODMAN: CAC

DRAWN BY: CAC

DRAWING NUMBER: 15213 EASEMENT 5

REVISED: 2/4/2016

EXHIBIT

B

SCANNED



[Signature] 1st Judicial District
 Instrument 2017 4448 D - J1
 Filed/Recorded 6/30/2017 09:00 A
 Total Fees \$ 12.00
 9 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
 City Attorney's Office
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811

REVIEWED

PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned **Grantor**,

PAUL FRANCIS MAGOULICK and CHRISTINA O. MAGOULICK

33 55th Street
 Gulfport, Mississippi 39507
~~4350-2982~~

do hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
 2309 15th Street
 Gulfport, Mississippi 39501
 Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of a utility system over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particular described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantor's remaining and adjacent property for the purpose of construction and maintenance of said drainage system. Any damage caused to Grantor's remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonable and possible, to pre-damage condition.

8-11
 241

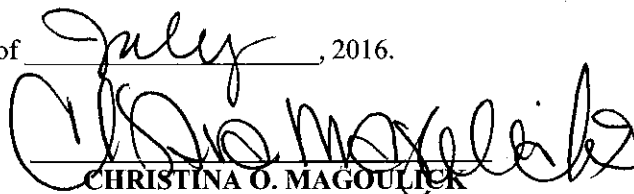
INDEXING INSTRUCTIONS:

Gulfport Bayou View Subdivision, 4th Addition
Lot 5, Block 80
City of Gulfport, First Judicial District
Harrison County, Mississippi

WITNESS MY SIGNATURE on this the 21st day of July, 2016.



PAUL FRANCIS MAGOULICK



CHRISTINA O. MAGOULICK

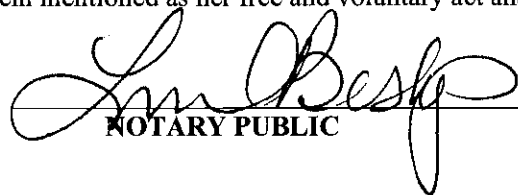
STATE OF

South Carolina

COUNTY OF

Beaufort

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 21st day of July, 2016, **CHRISTINA O. MAGOULICK**, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed.

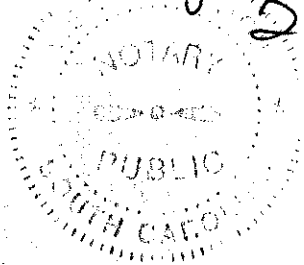

NOTARY PUBLIC

My Commission Expires:

April 14,
2025

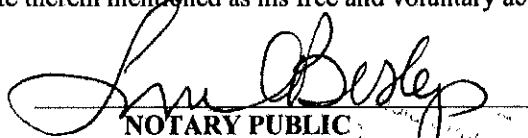
(SEAL)

Lisa A. Bishop
Notary Public for South Carolina
Commission Expires April 14, 2025



STATE OF South Carolina
COUNTY OF Beaufort

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 21st day of July, 2016, **PAUL FRANCIS MAGOULICK**, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed.

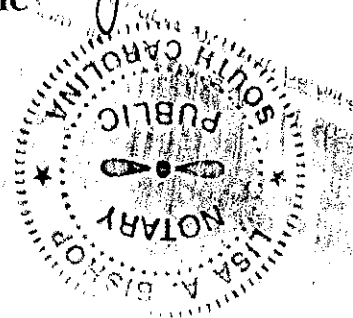

NOTARY PUBLIC

My Commission Expires:

April 14,
2025

Lisa A. Bishop
Notary Public for South Carolina
Commission Expires April 14, 2025

(SEAL)



APPROVED:

For and on behalf of USAA Federal Savings Bank

Exhibit "A"

Utility Easement

A 7.5 FEET WIDE UTILITY EASEMENT ACROSS THE EAST 7.5 FEET OF LOT 5, BLOCK 80, GULFPORT BAYOU VIEW, 4TH ADDITION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

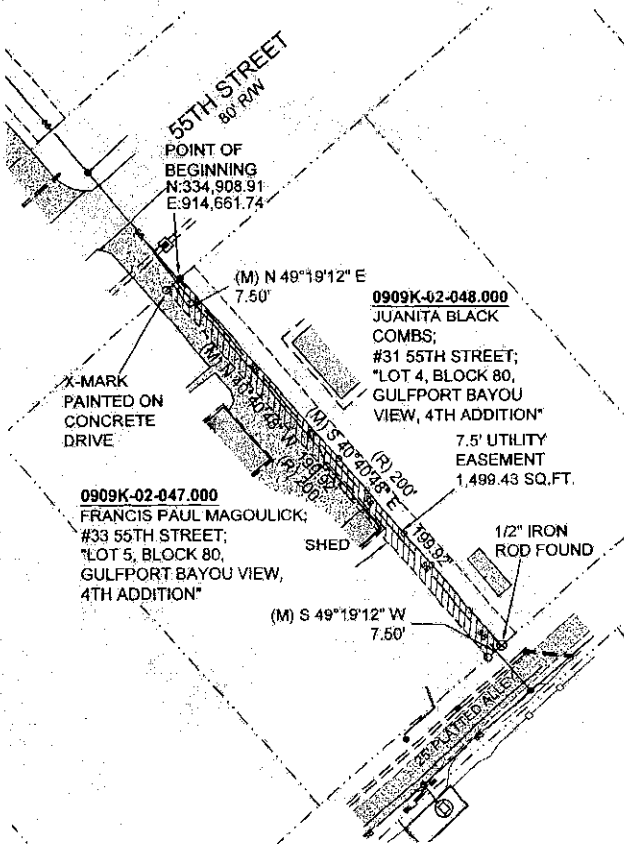
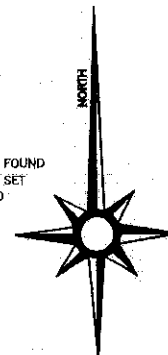
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NOTES:

1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
 2.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.

LEGEND:

- ⊗ --- IRON ROD FOUND
- --- IRON PIPE FOUND
- --- IRON ROD SET
- ⚡ --- SPIKE FOUND
- ⚡ --- SPIKE SET
- ⊠ --- CONCRETE MONUMENT FOUND
- ⊠ --- CONCRETE MONUMENT SET
- ⊠ --- LIGHTARD-KNOT FOUND
- (M) --- AS MEASURED
- (R) --- AS PER RECORD
- APP --- AS PER PLAT
- IRF --- IRON ROD FOUND
- IRS --- IRON ROD SET



**PROPOSED SURVEY
 DESCRIPTION FOR 7.5 FEET
 UTILITY EASEMENT:**

A 7.5 FEET WIDE UTILITY EASEMENT ACROSS THE EAST 7.5 FEET OF LOT 5, BLOCK 80, GULFPORT BAYOU VIEW, 4TH ADDITION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE FOUND AT THE NORTHERNMOST CORNER OF SAID LOT 5, LYING ON THE SOUTH MARGIN OF 55TH STREET, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 334908.91, EAST 914661.74; THENCE ALONG THE EAST LINE OF SAID LOT 5, S40°40'48"E 199.92' TO AN IRON ROD FOUND AT THE EASTERNMOST CORNER OF SAID LOT 5, LYING ON THE NORTH MARGIN OF A 25 FEET WIDE PLATTED ALLEY; THENCE ALONG THE SOUTH LINE OF LOT 5 AND NORTH MARGIN OF SAID ALLEY, S49°19'12"W 7.50'; THENCE PARALLEL TO THE EAST LINE OF SAID LOT 5, N40°40'48"W 199.92' TO THE NORTH LINE OF SAID LOT 5 AND THE SOUTH MARGIN OF 55TH STREET; THENCE ALONG THE NORTH LINE OF LOT 5 AND THE SOUTH MARGIN OF 55TH STREET, N49°19'12"E 7.50' TO THE POINT OF BEGINNING, CONTAINING 1,499.43 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

NOTE:

ALL CORNERS OF EASEMENT STAKED WITH 1/2" REBAR WITH PLASTIC CAP STAMPED "CROSBY PLS 2539", UNLESS FOUND MARKER AND STATED HEREON

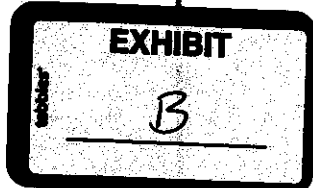
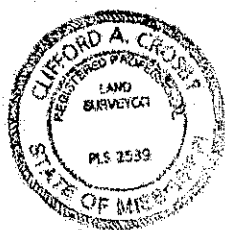
REFERENCE MATERIALS:

- 1.) RECORDED FINAL PLAT OF GULFPORT BAYOU VIEW, 4TH ADDITION

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Cliff
 CLIFFORD A. CROSBY, P.L.S.

10/9/2015
 DATE



SURVEY CLASS - "B"		FOR: PICKERING FIRM		BEARINGS SHOWN HEREON ARE DERIVED BY: GPS OBSERVATION, STATE PLANE GRID, MS EAST	
SCALE: 1" = 60'					
CROSBY SURVEYING PROFESSIONAL LAND SURVEYING 716 LIVE OAK DRIVE BILOXI, MISSISSIPPI 39532 PHONE: 228-234-1649 EMAIL: cliffordcrosby@cableone.net		DATE OF FIELD WORK: 10/9/2015			
		PARTY CHIEF: CAC			
		INSTRUMENT MAN: CAC			
		RODMAN: CAC			
		DRAWN BY: CAC			
		DRAWING NUMBER: 15213 EASEMENT 4			
		REVISED:			

SCANNED



John 1st Judicial District
Instrument 2017 2309 D - J1
Filed/Recorded 4/17/2017 09:20 A
Total Fees \$ 12.00
12 Pages Recorded

1



This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned **Grantor**,

AMANDA NECAISE
34 55th Street
Gulfport, Mississippi 39507
228 868 - 4950

do hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI
A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of a utility system over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particular described as follows, to-wit:

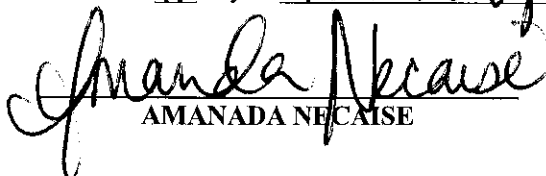
See Exhibit "A" and Exhibit "B" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantor's remaining and adjacent property for the purpose of construction and maintenance of said drainage system. Any damage caused to Grantor's remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonable and possible, to pre-damage condition.

INDEXING INSTRUCTIONS:

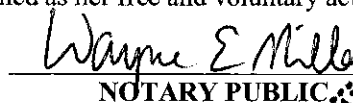
Gulfport Bayou View Subdivision, 4th Addition
 Lot 5, Block 85
 City of Gulfport, First Judicial District
 Harrison County, Mississippi

WITNESS MY SIGNATURE on this the 11 day of February, 2016


 AMANADA NECAISE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 11 day of FEBRUARY, 2016 AMANDA NECAISE, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed.


 NOTARY PUBLIC

My Commission Expires:

7-9-19

(SEAL)



APPROVED:

APPROVED:

 For and on behalf of Trustmark National Bank

 For and on behalf of Gulf Coast Renaissance Corp.

Exhibit "A"

Utility Easement

A 7.5 FEET WIDE UTILITY EASEMENT ACROSS THE EAST 7.5 FEET OF LOT 5, BLOCK 85, GULFPORT BAYOU VIEW, 4TH ADDITION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

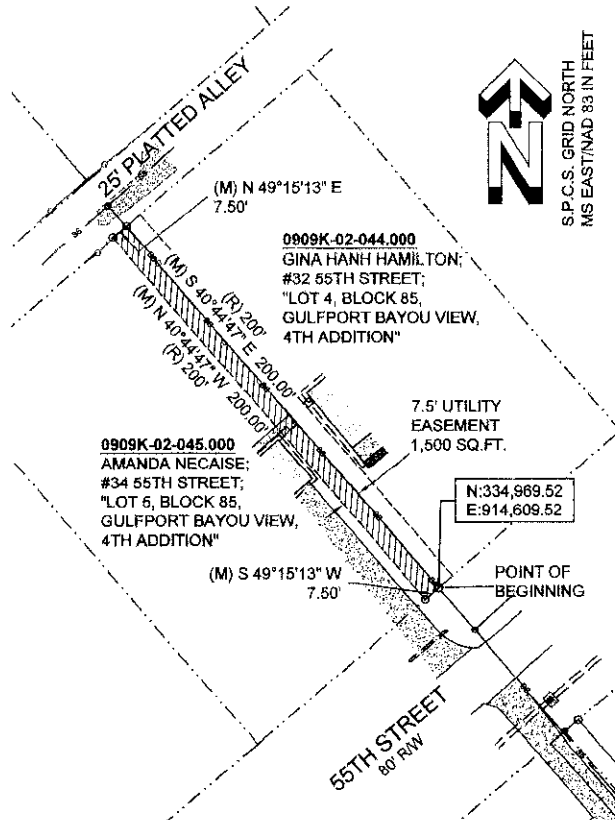
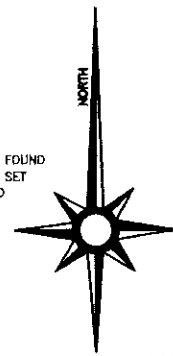
BEGINNING AT AN IRON ROD AT THE EASTERNMOST CORNER OF SAID LOT 5, LYING ON THE NORTH MARGIN OF 55TH STREET, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 334969.52, EAST 914609.52; THENCE ALONG SAID NORTH MARGIN OF 55TH STREET, ALSO BEING THE SOUTH LINE OF SAID LOT 5, S49°15'13"W 7.50'; THENCE PARALLEL TO THE EAST LINE OF SAID LOT 5, N40°44'47"W 200.00' TO THE NORTH LINE OF SAID LOT 5, ALSO BEING THE SOUTH MARGIN OF A 25 FEET WIDE PLATTED ALLEY; THENCE ALONG SAID LINES, N49°15'13"E 7.50' TO AN IRON ROD AT THE NORTHERNMOST CORNER OF SAID LOT 5; THENCE ALONG THE EAST LINE OF SAID LOT 5, S40°44'47"E 200.00' TO THE POINT OF BEGINNING, CONTAINING 1,500.00 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

NOTES:

- 1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
- 2.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.

LEGEND:

- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- SPIKE FOUND
- SPIKE SET
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- LIGHTARD KNOT FOUND
- (M) --- AS MEASURED
- (R) --- AS PER RECORD
- APP --- AS PER PLAT
- IRF --- IRON ROD FOUND
- IRS --- IRON ROD SET



PROPOSED SURVEY DESCRIPTION FOR 7.5 FEET UTILITY EASEMENT:

A 7.5 FEET WIDE UTILITY EASEMENT ACROSS THE EAST 7.5 FEET OF LOT 5, BLOCK 85, GULFPORT BAYOU VIEW, 4TH ADDITION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD AT THE EASTERNMOST CORNER OF SAID LOT 5, LYING ON THE NORTH MARGIN OF 55TH STREET, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 334,969.52, EAST 914,609.52; THENCE ALONG SAID NORTH MARGIN OF 55TH STREET, ALSO BEING THE SOUTH LINE OF SAID LOT 5, S49°15'13"W 7.50'; THENCE PARALLEL TO THE EAST LINE OF SAID LOT 5, N40°44'47"W 200.00' TO THE NORTH LINE OF SAID LOT 5, ALSO BEING THE SOUTH MARGIN OF A 25 FEET WIDE PLATTED ALLEY; THENCE ALONG SAID LINES, N49°15'13"E 7.50' TO AN IRON ROD AT THE NORTHERNMOST CORNER OF SAID LOT 5; THENCE ALONG THE EAST LINE OF SAID LOT 5, S40°44'47"E 200.00' TO THE POINT OF BEGINNING, CONTAINING 1,500.00 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

NOTE:

ALL CORNERS OF EASEMENT STAKED WITH 1/2" REBAR WITH PLASTIC CAP STAMPED "CROSBY PLS 2539", UNLESS FOUND MARKER AND STATED HEREON

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CLIFFORD A. CROSBY, P.L.S.

DATE

10/9/2015

REFERENCE MATERIALS:

- 1.) RECORDED FINAL PLAT OF GULFPORT BAYOU VIEW, 4TH ADDITION



SURVEY CLASS -- "B"
SCALE: 1" = 60'

FOR:
PICKERING FIRM

BEARINGS SHOWN HEREON ARE DERIVED BY:
GPS OBSERVATION, STATE PLANE GRID, MS EAST



CROSBY SURVEYING
PROFESSIONAL LAND SURVEYING
716 LIVE OAK DRIVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-234-1649

EMAIL: cliffordcrosby@cableone.net

DATE OF FIELD WORK: 10/9/2015

PARTY CHIEF: CAC

INSTRUMENT MAN: CAC

RODMAN: CAC

DRAWN BY: CAC

DRAWING NUMBER: 15213 EASEMENT 1

REVISED:

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned **Grantor**,

AMANDA NECAISE
34 55th Street
Gulfport, Mississippi 39507
(228) 868-4950

do hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI
A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of a utility system over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particular described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantor's remaining and adjacent property for the purpose of construction and maintenance of said drainage system. Any damage caused to Grantor's remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonable and possible, to pre-damage condition.

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

PERPETUAL DRAINAGE AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned Grantor,

AMANDA NECAISE
34 55th Street
Gulfport, Mississippi 39507
~~228 868-5811~~ - 4950

do hereby grant, convey, assign, and transfer unto Grantee,

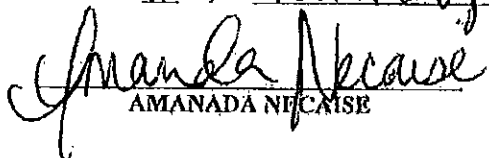
CITY OF GULFPORT, MISSISSIPPI
A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

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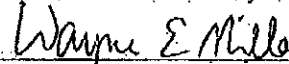
Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantor's remaining and adjacent property for the purpose of construction and maintenance of said drainage system. Any damage caused to Grantor's remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonable and possible, to pre-damage condition.

INDEXING INSTRUCTIONS: Gulfport Bayou View Subdivision, 4th Addition
Lot 5, Block 85
City of Gulfport, First Judicial District
Harrison County, Mississippi

WITNESS MY SIGNATURE on this the 11 day of February, 2016

AMANDA NECAISE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

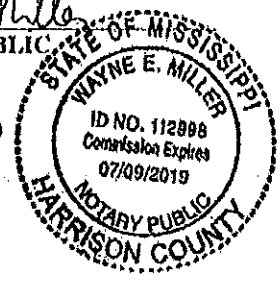
PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 11 day of February, 2016 AMANDA NECAISE, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed.


NOTARY PUBLIC

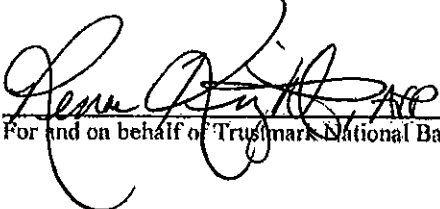
My Commission Expires:

7-9-19

(SEAL)



APPROVED:


For and on behalf of Truemark National Bank

APPROVED:

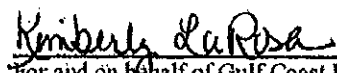

For and on behalf of Gulf Coast Renaissance Corp.

Exhibit "A"

Utility Easement

A 7.5 FEET WIDE UTILITY EASEMENT ACROSS THE EAST 7.5 FEET OF LOT 5, BLOCK 85, GULFPORT BAYOU VIEW, 4TH ADDITION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

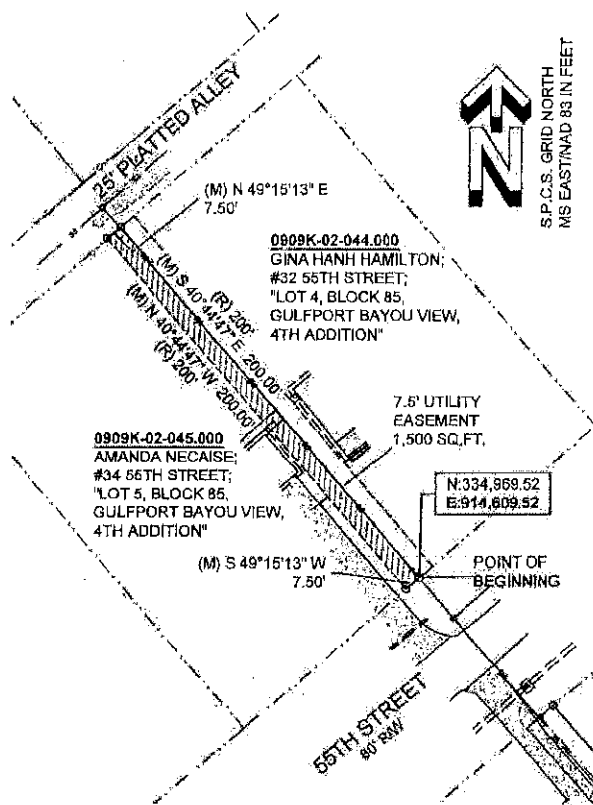
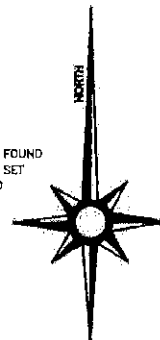
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NOTES:

1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
2.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.

LEGEND:

- ☒ --- IRON ROD FOUND
- --- IRON PIPE FOUND
- --- IRON ROD SET
- ✕ --- SPIKE FOUND
- △ --- SPIKE SET
- ☒ --- CONCRETE MONUMENT FOUND
- --- CONCRETE MONUMENT SET
- --- LIGHTARD KNOT FOUND
- (M) --- AS MEASURED
- (R) --- AS PER RECORD
- APP --- AS PER PLAT
- IRF --- IRON ROD FOUND
- IRS --- IRON ROD SET



**PROPOSED SURVEY
DESCRIPTION FOR 7.5 FEET
UTILITY EASEMENT:**

A 7.5 FEET WIDE UTILITY EASEMENT ACROSS THE EAST 7.5 FEET OF LOT 5, BLOCK 85, GULFPORT BAYOU VIEW, 4TH ADDITION, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD AT THE EASTERNMOST CORNER OF SAID LOT 5, LYING ON THE NORTH MARGIN OF 55TH STREET, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 334989.52, EAST 914609.52; THENCE ALONG SAID NORTH MARGIN OF 55TH STREET, ALSO BEING THE SOUTH LINE OF SAID LOT 5, S49°15'13"W 7.50'; THENCE PARALLEL TO THE EAST LINE OF SAID LOT 5, N40°44'47"W 200.00' TO THE NORTH LINE OF SAID LOT 5, ALSO BEING THE SOUTH MARGIN OF A 25 FEET WIDE PLATTED ALLEY; THENCE ALONG SAID LINES, N49°15'13"E 7.50' TO AN IRON ROD AT THE NORTHERNMOST CORNER OF SAID LOT 5; THENCE ALONG THE EAST LINE OF SAID LOT 5, S40°44'47"E 200.00' TO THE POINT OF BEGINNING, CONTAINING 1,500.00 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH.

NOTE:

ALL CORNERS OF EASEMENT STAKED WITH 1/2" REBAR WITH PLASTIC CAP STAMPED "CROSBY PLS 2539", UNLESS FOUND MARKER AND STATED HEREON

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CLIFFORD A. CROSBY, P.L.S.

DATE

10/9/2015

REFERENCE MATERIALS:

- 1.) RECORDED FINAL PLAT OF GULFPORT BAYOU VIEW, 4TH ADDITION



SURVEY CLASS: B SCALE: 1" = 60'		FOR: PICKERING FIRM		BEARINGS SHOWN HEREON ARE DERIVED BY: GPS OBSERVATION, STATE PLANE GRID, MS EAST	
CROSBY SURVEYING PROFESSIONAL LAND SURVEYING 716 LIVE OAK DRIVE BILOXI, MISSISSIPPI 39532 PHONE: 228-234-1649 EMAIL: cliffordcrosby@cableone.net				DATE OF FIELD WORK: 10/9/2015	
				PARTY CHIEF: CAC	
				INSTRUMENT MAN: CAC	
				ROOMMAN: CAC	
				DRAWN BY: CAC	
DRAWING NUMBER: 15213 EASEMENT 1				REVISED:	

SCANNED



[Signature] 1st Judicial District
 Instrument 2019 2360 D -J1
 Filed/Recorded 4/18/2019 01:50 P
 Total Fees \$ 12.00
 5 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
 City Attorney's Office
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811

REVIEWED

PERPETUAL UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned **Grantor**,

SCOTT E. AND KATHERINE L. SANDERS

101 Bayou Circle
 Gulfport, Mississippi 39507
 (228)265-4525

do hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI

A Mississippi Municipal Corporation
 2309 15th Street
 Gulfport, Mississippi 39501
 Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance of a utility system over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particular described as follows, to-wit:

See Exhibit "A" and Exhibit "B" attached.

Grantor further grants unto the City of Gulfport and its employees and contractors a Right of Entry on Grantor's remaining and adjacent property for the purpose of construction and maintenance of said drainage system. This right of entry will be exercised only with prior notice to the Grantor of the area to be disturbed, length of project, and repair of the premises. Grantee shall obtain prior written approval, from Grantor, at the sole discretion of the Grantor but which shall not be unreasonably withheld, prior to

the exercise of any such right of entry. Any damage caused to Grantor's remaining and adjacent property as a direct result of the City's use of the Right of Entry will be repaired, as reasonable and possible, to pre-damage condition.

INDEXING INSTRUCTIONS:

Gulfport Bayou View Subdivision, 3rd Addition
 Vacated Unnamed Street East of Lot 19
 City of Gulfport, First Judicial District
 Harrison County, Mississippi

WITNESS MY SIGNATURE on this the 20 day of February, 2015.

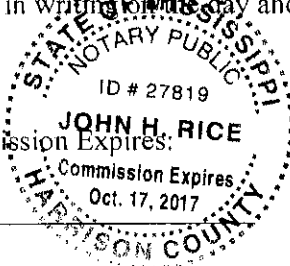

 SCOTT E. SANDERS

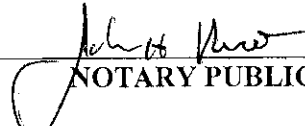

 KATHERINE L. SANDERS

**STATE OF MISSISSIPPI
 COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 20th day of February, 2015, **KATHERINE L. SANDERS**, who acknowledged to me that she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as her free and voluntary act and deed.

My Commission Expires:



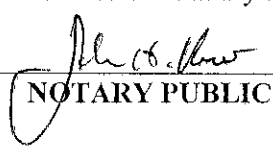

 NOTARY PUBLIC

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 20th day of February, 2015, **SCOTT E. SANDERS**, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed.




NOTARY PUBLIC

(SEAL)

Exhibit "A"

Utility Easement

A UTILITY EASEMENT ACROSS THE SOUTHERN 25 FEET OF THE VACATED UNNAMED STREET LYING EAST OF AND ADJACENT TO LOT 19, THIRD ADDITION TO GULFPORT BAYOU VIEW SUBDIVISION AS PER DECREE IN BOOK 899 ON PAGE 487, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1" IRON PIPE FOUND AT THE SOUTHEAST CORNER OF LOT 19, THIRD ADDITION TO GULFPORT BAYOU VIEW SUBDIVISION, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 335454.86, EAST 917068.73; THENCE N89°52'04"E 79.74' TO A 1/2" IRON ROD FOUND ON THE WEST MARGIN OF BAYOU CIRCLE; THENCE ALONG SAID WEST MARGIN OF BAYOU CIRCLE, S00°07'56"E 25.00' TO A 1/2" IRON ROD SET ON THE NORTH LINE OF LOT 17, BLOCK 2, FIFTH ADDITION TO GULFPORT BAYOU VIEW; THENCE ALONG THE NORTH LINE OF LOT 17 AND LOT 16, BLOCK 2, FIFTH ADDITION TO GULFPORT BAYOU VIEW, S89°52'04"W 79.74' TO A 1/2" IRON ROD SET AT THE SOUTHEAST CORNER OF A 25 FEET WIDE ALLEY; THENCE ALONG N00°07'56"W 25.00' TO THE POINT OF BEGINNING, CONTAINING 1,993.43 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH. HEREIN DESCRIBED PROPERTY BEING A PART OF TAX PARCEL NUMBER 0909J-02-082.001.

NOTES:

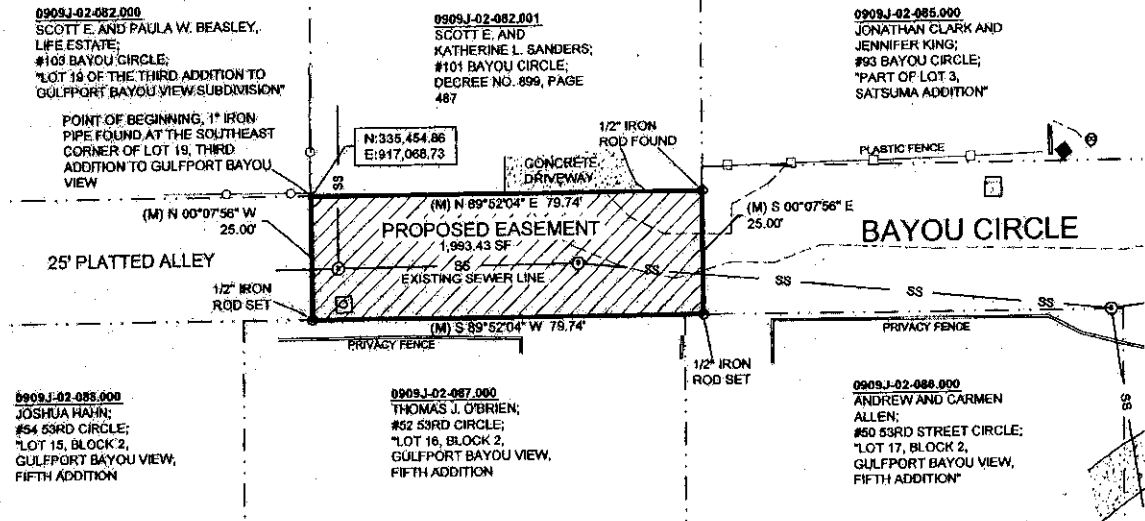
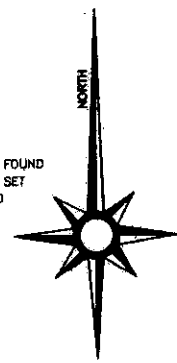
1.) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS-E).
2.) UNLESS OTHERWISE NOTED THIS SURVEY IS LIMITED TO ABOVE GROUND AND VISIBLE UTILITIES. A MISSISSIPPI ONE CALL SHOULD BE MADE BEFORE ANY DIGGING @ 1-800-227-6477.

NOTE:

ALL CORNERS OF EASEMENT STAKED WITH 1/2" REBAR WITH PLASTIC CAP STAMPED "CROSBY PLS 2539", UNLESS FOUND MARKER AND STATED HEREON

LEGEND:

- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
- SPIKE FOUND
- SPIKE SET
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- LIGHTED KNOT FOUND
- (M) --- AS MEASURED
- (R) --- AS PER RECORD
- APP --- AS PER PLAT
- IRF --- IRON ROD FOUND
- IRS --- IRON ROD SET



PROPOSED SURVEY DESCRIPTION FOR UTILITY EASEMENT:

A UTILITY EASEMENT ACROSS THE SOUTHERN 25 FEET OF THE VACATED UNNAMED STREET LYING EAST OF AND ADJACENT TO LOT 19, THIRD ADDITION TO GULFPORT BAYOU VIEW SUBDIVISION AS PER DECREE IN BOOK 899 ON PAGE 487, CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1" IRON PIPE FOUND AT THE SOUTHEAST CORNER OF LOT 19, THIRD ADDITION TO GULFPORT BAYOU VIEW SUBDIVISION, SAID POINT HAVING THE FOLLOWING STATE PLANE COORDINATES (MS EAST/NAD83), NORTH 335454.86, EAST 917068.73; THENCE N89°52'04"E 79.74' TO A 1/2" IRON ROD FOUND ON THE WEST MARGIN OF BAYOU CIRCLE; THENCE ALONG SAID WEST MARGIN OF BAYOU CIRCLE, S00°07'56"E 25.00' TO A 1/2" IRON ROD SET ON THE NORTH LINE OF LOT 17, BLOCK 2, FIFTH ADDITION TO GULFPORT BAYOU VIEW; THENCE ALONG THE NORTH LINE OF LOT 17 AND LOT 16, BLOCK 2, FIFTH ADDITION TO GULFPORT BAYOU VIEW, S89°52'04"W 79.74' TO A 1/2" IRON ROD SET AT THE SOUTHEAST CORNER OF A 25 FEET WIDE ALLEY; THENCE ALONG N00°07'56"W 25.00' TO THE POINT OF BEGINNING, CONTAINING 1,993.43 SQUARE FEET. HEREIN DESCRIBED BEARINGS ARE BASED ON STATE PLANE GRID NORTH. HEREIN DESCRIBED PROPERTY BEING A PART OF TAX PARCEL NUMBER 0909J-02-082.001.



REFERENCE MATERIALS:

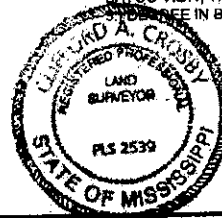
- 1.) RECORDED FINAL PLAT OF GULFPORT BAYOU VIEW, FIFTH ADDITION
- 2.) RECORDED FINAL PLAT OF GULFPORT BAYOU VIEW, THIRD ADDITION

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CLIFFORD A. CROSBY, P.L.S.

DATE

12/7/2015



EXHIBIT

B

SURVEY CLASS - "B"

SCALE: 1" = 30'

FOR:

PICKERING FIRM

BEARINGS SHOWN HEREON ARE DERIVED BY:
GPS OBSERVATION, STATE PLANE GRID, MS EAST

DATE OF FIELD WORK: 12/5/2015

PARTY CHIEF: CAC

INSTRUMENT MAN: CAC

RODMAN: CAC

DRAWN BY: CAC

DRAWING NUMBER: 15213 EASEMENT 6

REVISED:



CROSBY SURVEYING

PROFESSIONAL LAND SURVEYING

716 LIVE OAK DRIVE

BILOXI, MISSISSIPPI 39532

PHONE: 228-234-1649

EMAIL: cliffordcrosby@cableone.net



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Legal

Date: 5/2/2019

Subject: Ratification - of Recorded Access Easement and Maintenance Agreement with South Mississippi Housing and Development Corporation - to be made a part of the minutes.

Recommendation:

RECEIVED
APR - 3 2019

SCANNED



J. Henderson 1st Judicial District
Instrument 2019 1803 D - J1
Filed/Recorded 3/27/2019 02:00 P
Total Fees \$ 20.00
6 Pages Recorded

REVIEWED

This instrument prepared by
and upon recording return to:

H. Lee Hill II (MBN 103546)
Baker Donelson
100 Vision Drive, Suite 400
Jackson, Mississippi 39211
(601) 969-4675

INDEXING INSTRUCTIONS: To the Chancery Clerk of Harrison County, Mississippi: The real property described herein is situated in Blocks 244-246, 277-279, and 304-306, inclusive, all in NORTH GULFPORT ADDITION in the Southwest ¼ of Section 27, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi.

PERPETUAL ACCESS AND MAINTENANCE EASEMENT AGREEMENT

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

THIS ACCESS AND MAINTENANCE EASEMENT AGREEMENT (this "Easement Agreement") is executed as of March 20, 2019, by and between South Mississippi Housing and Development Corporation ("SMHD"), a Mississippi nonprofit corporation, 10430 Three Rivers Road, Gulfport, Mississippi (228) 248-1030 and the City of Gulfport, Mississippi (the "City"), P.O. Box 1780 Gulfport, MS 39502 (228) 868-5811.

RECITALS

WHEREAS, SMHD is the owner of certain real property located in the City of Gulfport, Harrison County, Mississippi, hereinafter referred to as the "Property", which is more particularly described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, pursuant to prior agreements by and between Harrison County and the City of Gulfport, Mississippi Regional Housing Authority No. VIII and/or SMHD, the City has, from time to time, provided maintenance of the streets on the Property as public streets (the "Streets"); and

2

WHEREAS, SMHD desires to formalize the public use of the Streets through this Easement Agreement;

WHEREAS, SMHD desires to grant to the City and the public access over and across the portion of the Property on which the Streets are located (the "Street Area"), which is more particularly described in **Exhibit B** attached hereto and made a part hereof, for the purpose of maintaining and repairing the Streets; and

WHEREAS, the parties intend that the Streets shall operate as public streets and as such, the City shall maintain and repair the Streets.

NOW, THEREFORE, in consideration of the recitals and covenants herein contained:

RESERVATION OF EASEMENTS

1. **Easement**. SMHD hereby grants unto the City, its successors and assigns, a perpetual non-exclusive access easement for ingress and egress over such portions of the Street Area as are reasonably necessary to provide convenient access for the purpose of maintaining and repairing the Streets as public streets open for public use (the "Easement"). This Easement shall constitute a covenant running with the land and shall inure to the benefit of parties and their successors and assigns.

2. **Maintenance and Repair**. The parties agree and covenant that the City will be solely responsible for repair and maintenance of the Streets and will be solely responsible for repair and maintenance of the Easement, including the repair, replacement, and maintenance of the Streets.

3. **Quiet Enjoyment**. SMHD and the City mutually warrant and affirm that each shall take no action that shall obstruct or impair the opposite party's or the public's access to or use of the Easement or rights thereto as set forth herein.

4. **Governing Law**. This Easement Agreement shall be governed by the laws of the State of Mississippi.

5. **Severance**. The invalidity or unenforceability of any portion of this Easement Agreement shall not affect the remaining provisions and portions hereof.

6. **Captions**. The paragraph captions used throughout this Easement Agreement are for the purpose of reference only and are not to be considered in the construction of this Easement Agreement or in the interpretation of the rights or obligations of the parties hereto.

7. **Counterparts**. This Easement Agreement may be executed in multiple counterparts (no one of which need contain the signatures of more than one party hereto so long as each party hereto executes at least one such counterpart), each of which shall be deemed an original and all of which, when taken together, shall constitute and be one and the same instrument.

IN WITNESS WHEREOF, SMHD and the City have caused this Easement Agreement to be executed on the dates set forth in their respective acknowledgments below, to be effective on the day and year first above written.

SMHD:

SOUTH MISSISSIPPI HOUSING AND
DEVELOPMENT CORPORATION

By: _____

Jessie Billups
Jessie Billups, President

STATE OF MISSISSIPPI

COUNTY OF Harrison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14th day of March, 2019, within my jurisdiction, the within named JESSIE BILLUPS, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

J. M. Fitchie

Notary Public

My Commission Expires:



CITY:

THE CITY OF GULFPORT, MISSISSIPPI

By: [Signature]

Name: Billy Hewes

Its: Mayor

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of MARCH, 2019, within my jurisdiction, the within named BILLY HEWES, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he/she executed the same in his/her representative capacity, and that by his/her signature on the instrument, and as the act and deed of the entity upon behalf of which he/she acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature: Ruth E. Rock]
Notary Public

My Commission Expires:

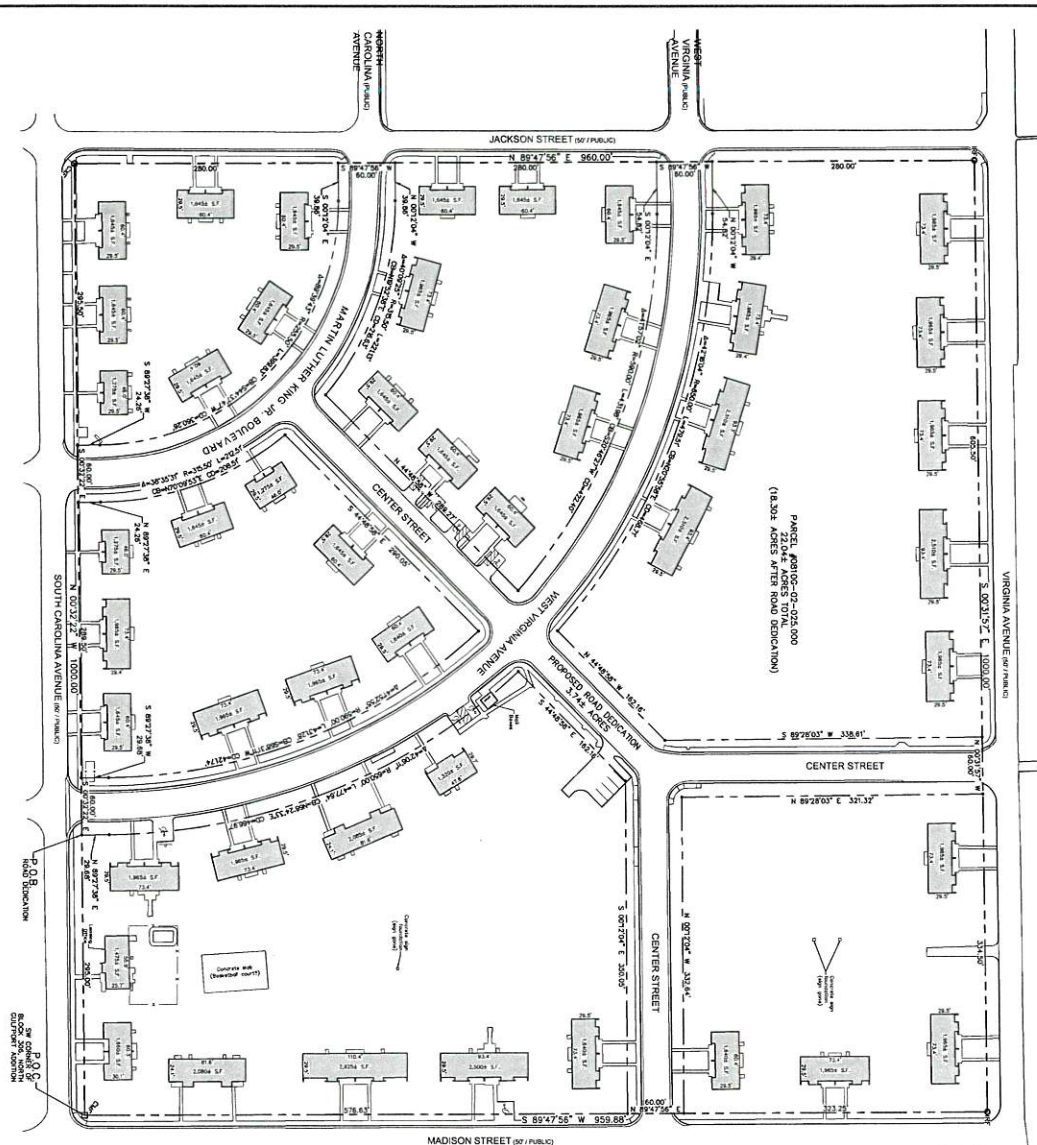
3/09/2021



EXHIBIT A**PROPERTY LEGAL DESCRIPTION**

A parcel of land situated and being located in Blocks 244-246, 277-279, and 304-306, inclusive, all in NORTH GULFPORT ADDITION in the Southwest $\frac{1}{4}$ of Section 27, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

BEGINNING at a concrete monument at the southwest corner of said Block 306, NORTH GULFPORT ADDITION and being the intersection of the east margin of South Carolina Avenue with the north margin of Madison Street; thence run from said POINT OF BEGINNING, North 00 degrees 32 minutes 22 seconds West 1000.00 feet along the east margin of South Carolina Avenue to a chiseled cross in concrete at the intersection of the east margin of South Carolina Avenue with the south margin of Jackson Street; thence run North 89 degrees 47 minutes 56 seconds East 960.00 feet along the south margin of Jackson Street to an iron rod at the intersection of the south margin of Jackson Street with the west margin of Virginia Avenue; thence run South 00 degrees 31 minutes 57 seconds East 1000.00 feet along the west margin of Virginia Avenue to an iron rod at the intersection of the west margin of Virginia Avenue with the north margin of Madison Street; thence run South 89 degrees 47 minutes 56 seconds West 959.88 feet along the north margin of Madison Street to the POINT OF BEGINNING.



GULFPORT-BILLOXI REGIONAL AIRPORT

PARCEL #08106-02-025.000
22.04± ACRES TOTAL
(18.30± ACRES AFTER ROAD DEDICATION)

BOUNDARY DESCRIPTION

A parcel of land situated and being located in Blocks 244-246, 277-279, and 304-306, inclusive, all in NORTH GULFPORT ADDITION in the Southwest ¼ of Section 27, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

E

[illegible]

A parcel of land situated and being located in blocks 244-246, 211-219, and 304-306, inclusive, or in NORTH WOODBURN ADDITION in the Southwest ¼ of Section 27, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi and being more particularly described as follows, to-wit:

ADIA
 3950
 405

[illegible]

 **CASSADY-ACADIA**
LAND SURVEYING, LLC
#114 22nd Avenue - Gulfport, MS
Ph: (228) 896-1155 Fx: (228) 896-8155
Surveys@Cassady-Acadia.com

A copy of this poll will ONLY if it is complete and signed, has an original signature and date and has the surveyors attested name. This survey and poll were prepared only for the client, as stated herein and no third party certification is expressed or implied.

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

Previously surveyed by
Dated: January 31, 2017

Previously surveyed by
Dated: March 14, 2016

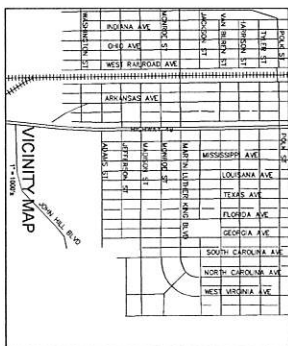
Michael R. Blanchard, Jr.
MICHAEL R. BLANCHARD, JR., D2234
Surveyor
October 12, 2016
MISSISSIPPI CLASS "A" SURVEY

MISSISSIPPI
SOCIETY OF
SURVEYORS
OFFICIAL
STAMP
OF
REGISTERED
SURVEYOR
MICHAEL R. BLANCHARD, JR.
D2234
EXPIRATION DATE
OCTOBER 12, 2016

GENERAL NOTES:
ALL BUILDINGS ARE 1-1/2 STORY BRICK CONSTRUCTION ON CONCRETE
FOUNDATIONS OF BRICKWORK OR CONCRETE. FOUNDATION WALLS ARE
INDICATED BY DOTTED LINES. ALL BUILDINGS ARE 1-1/2 STORY BRICK
CONSTRUCTION ON CONCRETE FOUNDATIONS OF BRICKWORK OR
CONCRETE. FOUNDATION WALLS ARE INDICATED BY DOTTED LINES.
ALL BUILDINGS ARE 1-1/2 STORY BRICK CONSTRUCTION ON CONCRETE
FOUNDATIONS OF BRICKWORK OR CONCRETE. FOUNDATION WALLS ARE
INDICATED BY DOTTED LINES. ALL BUILDINGS ARE 1-1/2 STORY
BRICK CONSTRUCTION ON CONCRETE FOUNDATIONS OF BRICKWORK OR
CONCRETE. FOUNDATION WALLS ARE INDICATED BY DOTTED LINES.

h Park Estates
uther King Jr. Boulevard
port, Mississippi

oad Dedication Survey



- 18" = IRON ROD FOUND
- 6" = CONCRETE MONUMENT FOUND
- ⊗ CD = CRATERED "X" FOUND
- - - CHAIN-LINK FENCE LINE

Drawn By	JET
Checked By	MPB
Date	03/14/18
Scale	1" = 60'
Job No.	18-02-6006

Sheet 1 of 1

18-02-6006.dwg

North Park Estates
*14513 Martin Luther King Jr. Boulevard
Gulfport, Mississippi

Proposed Road Dedication Survey

CASSADY-ACADIA
LAND SURVEYING, LLC
1114 22nd Avenue - Gulfport, MS 39501
Ph: (228) 896-7155 Fx: (228) 896-8405
Surveys@Cassady-Acadia.com

EXHIBIT

B



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Leisure Services

Date: 4/29/2019

Subject: Ratification - of Facility Use Agreement - Cross Fire Softball - to be made a part of the minutes.

Recommendation:

June 15/16

FACILITY USE AGREEMENT (TOURNAMENT)

GULFPORT SPORTSPLEX – GOLDIN PARK

Chad Hancock dba
Cross Fire Softball

THIS AGREEMENT is dated as of the 11 day of JUNE, 2019, by and between the CITY of Gulfport, Mississippi (hereinafter called City) and CROSS FIRE SOFTBALL (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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CP

- 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

Initial here _____



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: Chad Hancock d1b/a (Name of Promoter)
15110 Perdora Lane (Address)
Gulfport MS 39503 (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.

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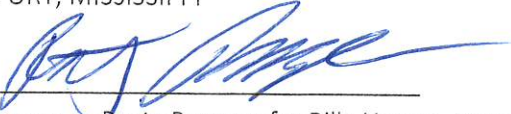
A handwritten signature in dark ink, appearing to be 'Jef', written over a horizontal line.

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: March 11, 2019

Promoter:

Chad Hancock d/b/a
Crossfire Softball  (Name of Promoter)

→ By: 
Chad Hancock (Printed name and title of person signing)

Dated: MARCH 11, 2019

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June 15-16

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: 3/11/19

Promoter (**CORPORATE NAME**): Cross Fire Softball

Name of Tournament: Summer Bash

Sanctioning Body: USSSA

Primary Contact Person: Chad Hancock

Physical address: 15110 Pendera Lane Gulfport 39503

Mailing address, if different: _____

E-mail address: Hancock5@bellsouth.net

Phone: (Hm) NA (Wk) NA (Cell) (228) 860-6559 (Fax) NA

Alternate Contact Person: Tammy Hancock

Physical address: 15110 Pendera Lane Gulfport 39503

Mailing address, if different: Same

E-mail address: Same

Phone: (Hm) NA (Wk) NA (Cell) Same (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: 6/15/19

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.

Chad Hancock
Signature

3/11/19
Date

Chad Hancock
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 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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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 this certificate policy 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

888-880-7602 Email: insurance@ussa.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 representation, 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 valid claims.

INSR LTR	Type of Insurance	ADDD INSD	SUBR WVD	Policy Number	Policy Effective Date	Policy Expiration Date	Limits
A	Commercial General Liability (CGL) Insurance Policy	Y	N	KR0000007842700	1/1/2019	1/1/2020	Each Occurrence: \$1,000,000 Aggregate Annual Aggregate: \$2,000,000 Med Pay (per person): \$50,000 Contract Aggregate: \$500,000 Personal and Adm Expense: \$200,000 Products/Completed Operations: \$2,000,000 Pollution Legal Defense: \$2,000,000
B	Excess Liability	Y	N	KR00000007642800	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, in addition, insured out only with respects to liability caused by the negligent acts or omissions of the named insured, and only with respects to injuries resulting from and out play and practice having USSSA sanctioned activities occurring last when 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

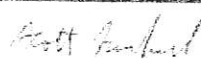
Gulfport MS 39501

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:





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Leisure Services

Date: 4/16/2019

Subject: Ratification - of Facility Use Agreement - Gulf Coast Down Syndrome Society, Inc. - to be made a part of the minutes.

Recommendation:

FACILITY USE AGREEMENT (TOURNAMENT)

GULFPORT SPORTSPLEX – GOLDIN PARK

THIS AGREEMENT is dated as of the 28 day of March, 2019, by and between the CITY of Gulfport, Mississippi (hereinafter called City) and GULF COAST DOWN SCAVENGE SOCIETY INC (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" 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: GULFPORT DOWN Syndrome Society Inc (Name of Promoter)
PO Box 654 (Address)
CAUTION, MS 39553 (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.

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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: March 28, 2019

Promoter:

Gulf Coast Down Syndrome Society Inc
(Name of Promoter)

→ By: [Signature]
R. B. McIlwain, Jr., Past President (Printed name and title of person signing)

Dated: March 28, 2019

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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: March 28, 2019

Promoter (**CORPORATE NAME**): Gulf Coast Down Syndrome Society Inc.

Name of Tournament: Buddy Walk

Sanctioning Body: N/A

Primary Contact Person: Riley McIlwain

Physical address: N/A

Mailing address, if different: P.O. Box 654, Canton, MS 39553

E-mail address: info@gcdss.com or RileyBMcI@wind@gmail.com

Phone: (Hm) _____ (Wk) (228) 575-1777 (Cell) (228) 249-4289 (Fax) _____

Alternate Contact Person: Cindy Hansen

Physical address: N/A

Mailing address, if different: P.O. Box 654, Canton, MS 39553

E-mail address: chansen@mhq.com

Phone: (Hm) _____ (Wk) (228) 867-4174 (Cell) (228) 323-7654 (Fax) (228) 867-4080

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: October 19, 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.

Riley B. McIlwain, Jr.
Signature

March 28, 2019
Date

Riley B. McIlwain, Jr. Post President
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 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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Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Leisure Services

Date: 4/29/2019

Subject: Ratification - of Facility Use Agreement - Harrison County Church Softball League - to be made a part of the minutes.

Recommendation:

FACILITY USE AGREEMENT (TOURNAMENT)

GULFPORT SPORTSPLEX – GOLDIN PARK

THIS AGREEMENT is dated as of the 14 day of February, 2019, by and between the CITY of Gulfport, Mississippi (hereinafter called City) and Robinson County Church Softball (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" 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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- 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: Harrison County Church Softball League (Name of Promoter)
12920 Jrm Ramsey Rd (Address)
VANDLER MS 39065 (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.

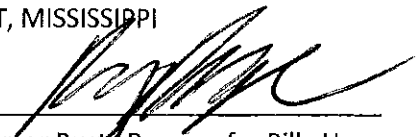
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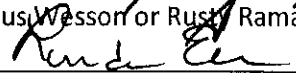
IN WITNESS WHEREOF as duly authorized:

City:

CITY OF GULFPORT, MISSISSIPPI

By: 

Gus Wesson or Rusty Ramage for Billy Hewes, Mayor

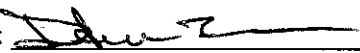
Attest: 

Linda Elias, Clerk

Dated: 19 Feb, 2019

Promoter:

Harrison County Church Softball (Name of Promoter)

By: 

DAWN JONES (Printed name and title of person signing)

Dated: 19 Feb, 2019

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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: 2/14/19

Promoter (CORPORATE NAME): Harrison County Church Softball League

Name of Tournament: Harrison County Church Softball League

Sanctioning Body: USSSA

Primary Contact Person: Dawn Jones

Physical address: 12920 Jim Ramsay Rd Vancleave MS 39565

Mailing address, if different: Same

E-mail address: DJones@FBCBibb.org

Phone: (Hm) N/A (Wk) N/A (Cell) 228-218-6376 (Fax) N/A

Alternate Contact Person: Jimmy Spears

Physical address: 14351 Hwy 49 N Gulfport MS 39503

Mailing address, if different: Same

E-mail address: spears.jimmy@gmail.com

Phone: (Hm) N/A (Wk) N/A (Cell) 228-277-2802 (Fax) N/A

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 2019 - July 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]
Signature

2/14/19
Date

Dawn Jones
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 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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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: 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	KRS0000007642706	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 \$3,000,000 Participant Legal Liability \$2,000,000
B	Excess Liability	Y	N	XRS0000007642800	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 Finkbein



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Leisure Services

Date: 4/16/2019

Subject: Ratification - of Facility Use Agreement - National Fast Pitch Alliance, LLC - to be made a part of the minutes.

Recommendation:

FACILITY USE AGREEMENT (TOURNAMENT)

GULFPORT SPORTSPLEX – GOLDIN PARK

THIS AGREEMENT is dated as of the 3 day of April, 2019, by and between the CITY of Gulfport, Mississippi (hereinafter called City) and National Fastpitch Alliance (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
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 - ☐ 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: National Fastpitch Alliance (Name of Promoter)
101 Wedgewood Terrace (Address)
Mt. Vernon, AL 35757 (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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CW

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: April 3, 2019

Promoter:

National Fastpitch Alliance (Name of Promoter)

By:

[Signature]
Larry Willis (Printed name and title of person signing)
NATIONAL CHAMPIONSHIP COORDINATOR

Dated: April 3, 2019

[Signature]
Initial here _____

024/14-20

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: APR 3, 2019

Promoter (CORPORATE NAME): National FastPitch Alliance LLC

Name of Tournament: National FastPitch Alliance Championship

Sanctioning Body: NFA

Primary Contact Person: Larry Willis

Physical address: 101 Wedgewood Terrace

Mailing address, if different: MADISON ALABAMA 35757

E-mail address: LarryWillis54@gmail.com

Phone: (Hm) _____ (Wk) _____ (Cell) 205 567 3327 (Fax) _____

Alternate Contact Person: Dale Palmer

Physical address: 101 Wedgewood Terrace 35757

Mailing address, if different: MADISON ALABAMA

E-mail address: Reservations@my-nfa.com

Phone: (Hm) NA (Wk) NA (Cell) 256-627-2924 (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 pending church league schedule

Grass fields (Fields 1 – 9 and Soccer) - \$150.00/field/day • Artificial Turf fields (10-15 - \$225/field/day)

Dates of Tournament: July 14-20

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.

Larry Willis

Signature

LARRY WILLIS

Printed Name

April 3 2019

Date

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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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

Chappell Insurance Agency
25807-A Cox Rd
Petersburg, VA 23803

CONTACT

NAME: richard@chappellinsurance.com

PHONE (A/C, No. Ext): 1-804-733-2020

FAX (A/C, No): 804-733-2968

E-MAIL ADDRESS: support@chappellinsurance.com

INSURED

Softball Nation, Inc. DBA Sports Nations
210 Huddersfield Drive
Richmond, VA 23236
National Fastpitch Alliance, LLC

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A: Nationwide Mutual Insurance Company

23787

INSURER B: Hartford Life and Accident Company

70815

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

SN-AI-543

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) 300,000
	☒ Abuse Molestation - \$1 million/\$2 million						MED EXP (Any one person)
	☒ PLL - \$2,000,000						PERSONAL & ADV INJURY 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE 5,000,000
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS-COMP/OP AGG 2,000,000
	OTHER:						PARTICIPANT LEGAL LIABILITY 2,000,000
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE
	☐ DED ☐ RETENTION						
	PARTICIPANT ACCIDENT				12:01 AM	12:01 AM	EXCESS MEDICAL
							DEDUCTIBLE

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

The certificate holder is an additional insured but only with respect to the operations of the named insured. Softball Nation, Inc. DBA Sports Nations/National Fastpitch Alliance, LLC and its director(s) is a named insured on this policy. Sexual abuse molestation coverage - \$1,000,000 per occurrence and \$2,000,000 aggregate.

Coverage Effective From 12:00 AM on 03/31/2019 TO 01/01/2020

CERTIFICATE HOLDER

City of Gulfport
2309 15th Street
Gulfport, MS 39501
Certificate Number: SN-AI-543

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.

AUTHORIZED REPRESENTATIVE





Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Leisure Services

Date: 4/29/2019

Subject: Ratification - of Facility Use Agreement - South Mississippi Soccer Club - to be made a part of the minutes.

Recommendation:

FACILITY USE AGREEMENT (TOURNAMENT)

GULFPORT SPORTSPLEX – GOLDIN PARK

THIS AGREEMENT is dated as of the 18 day of February, 2019, by and between the CITY of Gulfport, Mississippi (hereinafter called City) and South Mississippi Soccer Club (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" 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.
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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.
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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.
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- 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".

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 - 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: South Mississippi Soccer Club (Name of Promoter)
21 Scott Station CV (Address)
Long Beach, MS 39560 (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.

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A handwritten signature, possibly reading 'X' or 'S', is written over a horizontal line.

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: March 21, 2019

Promoter:

SOUTH MISSISSIPPI SOCCER CLUB (Name of Promoter)

→ By:

[Signature]
John Chenshaw (Printed name and title of person signing)
Executive Director

Dated: March 21, 2019

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[Signature]

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: Feb. 18, 2019

Promoter (**CORPORATE NAME**): SOUTH MISSISSIPPI SOCCER CLUB INC

Name of Tournament: PLAYER'S CUP

Sanctioning Body: MISSISSIPPI SOCCER ASS. (US4S) ; US CLUB SOCCER

Primary Contact Person: JOHN CHARMAN

Physical address: 21 SLOAN STATION CV LONG BEACH MS 39560

Mailing address, if different: N/A

E-mail address: jdcharman@gmail.com

Phone: (Hm) 228 563 0048 (Wk) (Cell) (Fax)

Alternate Contact Person: JEFF BRUNI

Physical address: ~~2309 15th ST. GULFPORT, MS 39501~~ N/A

Mailing address, if different: PO BOX 6035, GULFPORT, 39506

E-mail address: jeffbruni@bellsouth.net

Phone: (Hm) 228 861 6175 (Wk) (Cell) (Fax)

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 4, 5 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 [Signature]

Date Feb. 18/19

Printed Name

MS DEPT. OF REVENUE
Act. # 1274 - 7130
MISS BUSINESS ID 401 806

Exhibit A to Facility Use Agreement

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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Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Margaret Murdock, Assistant Attorney
Leisure Services

Date: 4/25/2019

Subject: Ratification - of Facility Use Agreement - Athletx Sports Group, LLC - to be made a part of the minutes.

Recommendation:

FACILITY USE AGREEMENT (TOURNAMENT)

GULFPORT SPORTSPLEX – GOLDIN PARK

THIS AGREEMENT is dated as of the 5th day of April, 2019, by and between the CITY of Gulfport, Mississippi (hereinafter called City) and Athlete Sports Group, LLC (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" and 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

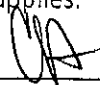
The fee includes preparation and lining of fields (if necessary) by the City prior to the Tournament and is based on the Tournament schedule provided by Promoter. The fee noted herein may be adjusted based on the final Tournament schedule.

- 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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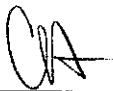


- H. The City shall open and secure facility entrance gates daily.
 - I. The City shall provide access to scoreboard towers and field lights as requested.
 - J. The City shall provide emergency call list.
7. PROMOTER RIGHTS AND RESPONSIBILITIES.
- A. Promoter may coordinate motel arrangements and retain 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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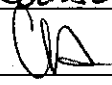
circumstances of the Tournament. Minimum liability coverage limits shall be \$2,000,000.00 "per occurrence".

- 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: ATHLETIC SPORTS GROUP (Name of Promoter)
11221 PHOTON DR (Address)
LOUISVILLE, KY 40299 (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.

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IN WITNESS WHEREOF as duly authorized:

City:

CITY OF GULFPORT, MISSISSIPPI

By:

[Signature]
Gus Wesson for Rusty Ramage for Billy Hewes, Mayor

Attest:

[Signature]

Linda Elias, Clerk

Dated: April 5, 2019

Promoter:

Athlete Sports Group, LLC (Name of Promoter)

→ By:

Chelsea Alcorn

Chelsea Alcorn (Printed name and title of person signing)
DIRECTOR OF EVENTS & OPERATIONS

Dated: April 5, 2019

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CIA

OK
5-11

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: 4/2/19

Promoter (**CORPORATE NAME**): Athletic Sports Group

Name of Tournament: Youth Nationals

Sanctioning Body: NIA

Primary Contact Person: Chelsea Ancona

Physical address: 11221 PlantSide Dr, Louisville, KY 40299

Mailing address, if different: _____

E-mail address: Cancona@athletic.com

Phone: (Hm) _____ (Wk) _____ (Cell) (812) 746-9427 (Fax) _____

Alternate Contact Person: Kyle Cornett

Physical address: 11221 PlantSide Dr, Louisville, KY 40299

Mailing address, if different: _____

E-mail address: KCornett@athletic.com

Phone: (Hm) _____ (Wk) (502) 799-7499 (Cell) _____ (Fax) _____

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: July 5-11 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.

Chelsea Ancona
Signature

4/2/19
Date

Chelsea Ancona
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 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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CIA



Memorandum

To: Mayor Billy Hewes and
Gulfport City Council

From: Elizabeth MacMillan, Office Manager
Leisure Services

Date: 4/29/2019

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

Recommendation:

STATE OF MISSISSIPPI
COUNTY OF HARRISON

CONVEYANCE DEED

FOR AND IN CONSIDERATION of the payment of a certain amount of dollars not to be more than five hundred (\$500.00) per space, cash in hand paid or other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned RICHARD E. BARTLETT 712 AUGUSTINE DRIVE, GULFPORT, MS. 39507 PH. 228-896-6700 as executor of the estate of FITZ J. BARTLETT hereby conveys unto RICHARD E. BARTLETT and SALLY L. BARTLETT 712 AUGUSTINE DRIVE, GULFPORT, MS. 39507 the following described land and property located in EVERGREEN GARDENS in the City of Gulfport and more particularly described as follows, to wit:

BLOCK 13

LOT 31

SPACES 3&4

The Grantee herein agrees that if Grantee should fail or refuse to obey any and/or all the regulations of the Mayor and Council of the CITY OF GULFPORT, concerning the Cemetery referenced herein, as may be now in force or hereafter to be passed, then the title to the aforementioned cemetery spaces shall immediately revert and vest in the City of Gulfport, Mississippi, at its option.

WITNESS THE SIGNATURE(S) of the undersigned this the 19th day of MARCH 2019

STATE OF MS

COUNTY OF JACKSON



PERSONALLY appeared before me, the undersigned authority in and for the above named jurisdiction, the within named RICHARD E. BARTLETT 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 19th day of MARCH 2019.

My Commission Expires:

Terry A. Thornhill
Feb. 14-2023

PREPARED BY: THE CITY OF GULFPORT
CEMETERY DEPARTMENT