



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, September 3, 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

- 1** Approval of Minutes - for July 30, 2019 SCM.
- 2** Approval of Minutes - for August 6, 2019.
- 3** Approval of Minutes - for August 20, 2019.

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.
- 5** Certificate of Resubdivision (Short Form) - Divide one parcel into two parcels zoned I-2 (Heavy industrial): located 13261 Seaway Road - Case # 1909PC102 - Ward 5.

- 6 Certificate of Resubdivision (Short Form) - Divide one parcel into three parcels zoned I-2 (Heavy industrial): located 13261 Seaway Road - Case # 1909PC103 - Ward 5.
- 7 Final Plat - approval for an 8-lot subdivision (Florence Gardens Phase 5-A) on a tax parcel zoned R-1-7.5 - Case # 1906PC077 - Ward 6.

Ordinances

- 8 Ordinance - amending Section 4-218(a) of the Code of Ordinances of the City of Gulfport, Mississippi.

Resolutions

- 9 Resolution - authorizing the City Attorney's Office to take whatever steps are necessary and required by law to cancel the Certificate of Convenience and Necessity issued to Lyman Utilities, Inc., authorizing the Mayor (or designee) to execute any documents necessary to facilitate that process on behalf of the City, and for related purposes.
- 10 Resolution - authorizing negotiations to acquire Utility and Drainage Easement 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 "Our Road Sewer Improvement Project", authorizing special checks to acquire the property interests stated herein, and for related purposes.
- 11 Resolution - authorizing negotiations to acquire Right of Way Easements and related interests 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 "Landon Road Widening Project", authorizing special checks to acquire the property interests stated herein, and for related purposes.
- 12 Resolution - approving letter to Mississippi Legislators concerning on going mental health crisis, authorizing the Mayor to execute the same on behalf of the City and the Gulfport Police Department, and for related purposes.
- 13 Resolution - awarding bid for "Term Contract Fuel", approving Agreement between the City of Gulfport and Land Shaper, Inc., and authorizing the Mayor to execute the same, and for related purposes.

- 14** Resolution - approving Professional Legal Service Contract with Lee Russell, Esq., of Russell Law Firm, PLLC, to provide Public Defender Services in the Gulfport Municipal Court, authorizing the Mayor to execute said Agreement, and for related purposes.

- 15** Resolution - approving Professional Legal Service Contract with Jennifer Tyler Baker, Esq., to serve as a Public Defender in the Gulfport Municipal Court, authorizing the Mayor to execute said Agreement, and for related purposes.

- 16** Resolution - approving Professional Legal Service Contract with Raymond Lee Edwards, Esq., to serve as a Public Defender in the Gulfport Municipal Court, authorizing the Mayor to execute said Agreement, and for related purposes.

- 17** Resolution - approving Three (3) "Lighting Services – Standard Lease Agreements" between the City of Gulfport and Mississippi Power Company, authorizing the Mayor to execute the same, and for related purposes.

- 18** Resolution - approving Services Contract with The Soular Yogi, LLC, authorizing the Mayor to execute said Agreement, and for related purposes.

- 19** Resolution - approving Certificate of Substantial Completion for the Downtown Streetscape Improvements Project Phase III B, authorizing the Mayor to execute said Certificate, and for related purposes.

- 20** 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.

- 21** Resolution - approving the temporary closure of municipal right of way for the Blessing of the Badges & Boots to be held on September 11, 2019, and for related purposes.

- 22** Resolution - approving the temporary closure of municipal right of way for the Westminster Presbyterian Church Annual Fall Festival to be held on September 28, 2019, and for related purposes.

- 23** Resolution - approving the temporary closure of municipal right of way for the 10th Annual View the Cruise Event to be held on October 4 - 7, 2019, and for related purposes.

- 24 Resolution - approving the temporary closure of municipal right of way for the Pink Dress Run Event to be held on October 19, 2019, and for related purposes.

Budget Amendments / Docket of Claims

- 25 Budget Amendment #91 - to increase local county (capital) from drug forfeiture.
- 26 Budget Amendment #90 - to increase Federal capital/operating from drug forfeiture.
- 27 Budget Amendment #92 - to increase County/Local from restitution from drug cases.
- 28 Budget Amendment #93 - to establish account for the AARP Grant for the Brickyard Bayou Bike Trail.
- 29 Budget Amendment #94 - to transfer from 213 (Wages & Salaries) to 315 (Capital) for Bollard Installation.
- 30 Docket of Claims - to be approved through September 4, 2019.

Routine Agenda

- 31 Resolution - awarding bids for lot clean-ups and/or demolitions.
- 32 Ratification - of Facility Use Agreements - to be made a part of the minutes.
- 33 Ratification - of Oaths of Office - to be made a part of the minutes.
- 34 Legal Notice - advertisement for bids for Term Contract Groups C2A, Group K, Group J and Group J1.
- 35 Letter - regarding bid awarded by Purchasing to Sun South for Transmission Repair - Maintenance Garage - to be made a part of the minutes.
- 36 Letter - regarding bid awarded by Purchasing to Central Pipe for Pipes - Public Works Department - to be made a part of the minutes.

- 37** Letter of Recommendation - regarding installation and removal of wreaths and lights for the 2019 Gulfport Harbor Lights Winter Festival.
- 38** Letter of Recommendation - regarding services to install and train City of Gulfport employees on Christmas Tree Installation for 2019 Gulfport Harbor Lights Winter Festival.

Public Agenda

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

Council Comments

Memorial Adjournment

- **Mrs. Helen Kelly Lenoir**

Executive Session

Setting of Next Meeting and Adjournment



City of Gulfport, Mississippi

Minutes City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, July 30, 2019

4:30 PM

*Gulfport City Hall
Council Chambers*

4:30 P.M.

The Members of Council met at City Hall at 4:30 P.M., on the above date, same being an adjourned meeting from a Regular Council Meeting on July 16, 2019 at 1:30 P.M.

Present: CAO Dr. John Kelly, Assistant City Attorney Margaret Murdock (out at 5:09 P.M.), General Counsel Hugh Keating (in at 5:02 P.M.), Clerk of Council Brittany Rodgers, **Councilmembers:** Kenneth Casey, Ron Roland (in at 4:38 P.M.), Ella Holmes-Hines (in at 4:38 P.M.), Rusty Walker (out at 5:17 P.M.), Myles Sharp, R.Lee Flowers, and Cara Pucheu (out at 5:22 P.M.). **Absent:** Mayor Billy Hewes.

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

Declaration of Special Call Meeting

Motion to Declare a Special Called Meeting and to have the meeting notice thereof appended as Exhibit "A" to these minutes, Moved By Myles Sharp, Seconded by Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Ron Roland, Ella Holmes-Hines

Motion to Accept the Agenda as presented, Moved By Myles Sharp, Seconded by Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Ron Roland, Ella Holmes-Hines

Policy Issues

- 1 Resolution - approving Contract for services among the City of Gulfport, the University of Southern Mississippi, and SeaAhead, Inc., authorizing the execution of the same by the Mayor on behalf of the City of Gulfport, 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, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Ron Roland, Ella Holmes-Hines

Attachment(s):

[Resolution - USM & SeaAhead - Signed](#)

- 2 Resolution - authorizing the Mayor, the City Engineer and other necessary Officials of the City Authority to submit application to the Mississippi Development Authority seeking Grant Funding pursuant to the Mississippi Gulf Coast Restoration Fund Grant Program authorized under Miss. Code Ann. § 57-119-1, et seq., to support Projects within the Jurisdiction of the City of Gulfport, Mississippi, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Ron Roland, Ella Holmes-Hines

Attachment(s):

[Resolution - GCRF - Signed](#)

- 3 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at the 2019 Oceans in Action 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, Rusty Walker, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Ron Roland, Ella Holmes-Hines

Attachment(s):

[Resolution - 2019 Oceans in Action Event Advertising - Signed](#)

- 4 Resolution - approving public display of fireworks as a part of the Grand Opening Ceremonies for Centennial Plaza, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Ron Roland, Ella Holmes-Hines

Attachment(s):

[Resolution - Centennial Plaza Fireworks - Signed](#)

Executive Session

- 5 Discussion - Ambulance Services Contract.

Upon the advice of Assistant City Attorney, Motion to Enter Closed Session to make a preliminary determination of the necessity for Executive Session at 4:37 P.M., 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

The Council entered Closed Session at 4:39 P.M. In attendance: Councilmembers: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, and Cara Pucheu, CAO Dr. John Kelly, Assistant City Attorney Margaret Murdock, Fire Chief Mike Beyerstedt, and Clerk of Council Brittany Rodgers.

Motion to Exit Closed Session at 4:46 P.M., Moved By Ron Roland, **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

No official action was taken during Closed Session.

Upon hearing from Assistant City Attorney regarding the nature of the request for Executive Session, Motion to Enter Executive Session at 4:47 P.M. for strategy session with respect to potential litigation involving the Ambulance Services Contract, Moved By Myles Sharp, **Seconded by** R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote

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

The Council entered Executive Session at 4:47 P.M. In attendance: Councilmembers: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker (out at 5:17 P.M.), Myles Sharp, R.Lee Flowers, and Cara Pucheu, CAO Dr. John Kelly, Assistant City Attorney Margaret Murdock (out at 5:09 P.M.), General Counsel Hugh Keating (in at 5:02 P.M.), Fire Chief Mike Beyerstedt, and Clerk of Council Brittany Rodgers.

Motion to Exit Executive Session at 5:21 P.M., 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, Myles Sharp, R.Lee Flowers, Cara Pucheu

Absent: Rusty Walker

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 until August 6, 2019 at 1:30 P.M. for a Regular Council Meeting, 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

Absent: Rusty Walker, Cara Pucheu

City Clerk

Mayor



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, July 30, 2019

4:30 PM

*Gulfport City Hall
Council Chambers*

4:30 P.M.

Declaration of Special Call Meeting

Policy Issues

- 1 Resolution - approving Contract for services among the City of Gulfport, the University of Southern Mississippi, and SeaAhead, Inc., authorizing the execution of the same by the Mayor on behalf of the City of Gulfport, and for related purposes.
- 2 Resolution - authorizing the Mayor, the City Engineer and other necessary Officials of the City Authority to submit application to the Mississippi Development Authority seeking Grant Funding pursuant to the Mississippi Gulf Coast Restoration Fund Grant Program authorized under Miss. Code Ann. § 57-119-1, et seq., to support Projects within the Jurisdiction of the City of Gulfport, Mississippi, and for related purposes.
- 3 Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport at the 2019 Oceans in Action Event, and for related purposes.
- 4 Resolution - approving public display of fireworks as a part of the Grand Opening Ceremonies for Centennial Plaza, and for related purposes.

Executive Session

- 5 Discussion - Ambulance Services Contract.

Setting of Next Meeting and Adjournment

Exhibit "A"



City of Gulfport, Mississippi

Minutes City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, August 6, 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 held on July 30, 2019 at 4:30 P.M.

Present: Mayor Billy Hewes, CAO Dr. John Kelly, General Counsel Hugh Keating, Clerk of Council Brittany Rodgers, **Councilmembers:** Ron Roland, Ella Holmes-Hines (in at 1:32 P.M.), Rusty Walker, Myles Sharp, and Cara Pucheu. **Absent:** Councilmember Kenneth Casey and 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 4 and 5, and amend item 31's title to read "Jones Park Amphitheater" instead of "Barksdale Pavilion", Moved By Myles Sharp, Seconded by Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

Presentation Agenda

- Mayor's Report

Policy Issues

Minutes

- 1 Approval of Minutes - for June 4, 2019.

Motion to Approve Minutes for June 4, 2019, Moved By Ella Holmes-Hines, Seconded by Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

Attachment(s):

[June 4, 2019 Minutes](#)

- 2 Approval of Minutes - for June 18, 2019.

Motion to Approve Minutes for June 18, 2019, Moved By Ella Holmes-Hines,

Seconded by Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

Attachment(s):

[June 18, 2019 - Minutes](#)

- 3 Approval of Minutes - for June 27, 2019 SCM.

Motion to Approve Minutes for June 27, 2019 SCM, Moved By Ella Holmes-Hines,

Seconded by Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

Attachment(s):

[June 27, 2019 SCM - Minutes](#)

- 4 Approval of Minutes - for July 2, 2019.

- Deleted -

- 5 Approval of Minutes - for July 16, 2019.

- Deleted -

Code Enforcement / Planning

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

Motion to Open the Code Enforcement Hearing, Moved By Cara Pucheu, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, 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 Ron Roland, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

Attachment(s):

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

- 7 Certificate of Resubdivision - divide two parcels into two new parcels zoned R-1-5 (Single-family) - 13276 Bonnie Street - Case # 1906PC067 - Ward 6.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

Attachment(s):

[Certificate of Resubdivision - Case 1906PC067 - Signed](#)

Ordinances

- 8 Ordinance - to rezone a tax parcel from T6 (Urban Core Zone) to T4+ (General Urban Zone "Plus") - E Cedar Drive - Case # 1906PC070 - Ward 2

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

- Ordinance 3007 -

Attachment(s):

[Ordinance 3007 - Signed](#)

- 9 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 Cara Pucheu, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

- Ordinance 3008 -

Attachment(s):

[Ordinance 3008 - Signed](#)

Resolutions

- 10** Resolution - approving Petition by D'Iberville Cold Storage, Inc., for a Freeport Warehouse License and a Municipal Ad Valorem Tax Exemption, not to include School District Taxes for a period of five (5) years on Personal Property shipped out of State during each Calendar Year pursuant to Miss. Code (1972) Ann., as amended, § 27-31-51, et seq., 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: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: Kenneth Casey, R.Lee Flowers

Attachment(s):

[Resolution - D'Iberville Cold Storage Inc - Freeport Warehouse License & Municipal Ad Valorem Tax Exemption - Signed](#)

- 11** Resolution - approving Agreement with Mississippi Delta Shows, LLC, for the 2019 Gulfport Harbor Lights Winter Festival, authorizing the Mayor to execute the same, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

Attachment(s):

[Resolution - Mississippi Delta Shows Agreement - Signed](#)

- 12** Resolution - approving Award and Contract between the City of Gulfport and Bond Services Inc. for Janitorial Services, authorizing the Mayor to execute the same, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

Attachment(s):

[Resolution - Bond Services - Janitorial Services Agreement - Signed](#)

- 13** Resolution - approving Award and Contract between the City of Gulfport and Gibson Maintenance, LLC, for the Building Repairs and Construction Unit Price Project, authorizing the Mayor to execute the same, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

Attachment(s):

[Resolution - Gibson Maintenance - Building Repairs and Construction Unit Price Project - Signed](#)

- 14** Resolution - approving Award and Contract between the City of Gulfport and DNA Underground, LLC, for the City of Gulfport Repair and Replacement Unit Price Project, authorizing the Mayor to execute the same, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

Attachment(s):

[Resolution - DNA Underground - Repair and Replacement Unit Price Project - Signed](#)

- 15** Resolution - approving award to accept GOMESA Funding, approving and authorizing execution of a Memorandum of Understanding between the City and the Mississippi Department of Marine Resources concerning the Funding, approving and authorizing execution of a Memorandum of Understanding with the Gulfport Redevelopment Commission regarding Fund Handling and Records Management, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

Attachment(s):

[Resolution - GOMESA - Signed](#)

- 16 Resolution - approving Engagement Letters with Mauldin & Jenkins, LLC, for audit work related to Utility Partners, LLC, for FYE 2018, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

Attachment(s):

[Resolution - Mauldin & Jenkins - FYE 2018 Utility Partners Reports - Signed](#)

- 17 Resolution - approving Engineering Services Letter Agreement with Machado Patano related to the Kayak Launch Project, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

Attachment(s):

[Resolution - Machado-Patano Agreement - Consulting Engineering Services - Tideland Grant - Kayak Launch Project - Signed](#)

- 18 Resolution - approving Substantial Amendment to the 2016-2019 CDBG Annual Action Plans and 2017-2021 Consolidated Plans, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

Attachment(s):

[CDBG-Budget Amendment 8-6-19 \(1\)](#)

- 19 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.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

Attachment(s):

[SMPDD Workforce Innovation & Opportunity Act Grant - EMT Course - Signed](#)

- 20 Resolution - terminating the State of Emergency due to Tropical Storm/Hurricane Barry, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

Attachment(s):

[Resolution - Terminating State of Emergency - TS Barry - Signed](#)

- 21 Request - to increase amount and number of cash drawers in Utility Billing Department and to establish change banks for the Downtown and Lyman locations.

Motion to Approve Request to increase amount and number of cash drawers in Utility Billing Department and to establish change banks for the Downtown and Lyman locations, Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

Attachment(s):

[Memorandum to Increase Utility Billing Cash Drawers](#)

- 22 Request - to change job position of Community Service Technician to Assistant Building Maintenance Technician and approve job description - Police Department.

Motion to Approve Request to change job position of Community Service Technician to Assistant Building Maintenance Technician and approve job description - Police Department, Moved By Myles Sharp, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

Attachment(s):

[Memo - Building Maintenance Position](#)

[Assistant Building Maintenance Technician - Job Description](#)

Budget Amendments / Docket of Claims

- 23** Budget Amendment #78 - increasing the County/Local capital line item from restitution on drug cases.

Motion to Approve Budget Amendment #78, Moved By Ella Holmes-Hines, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

Attachment(s):

[July 23rd\(restitution\)](#)

[Budget Amendments-FYE 2019-78](#)

- 24** Budget Amendment #79 - to set up Budget for Bernard & Brickyard Blueway Kayak Launch Project.

Motion to Approve Budget Amendment #79, Moved By Ella Holmes-Hines, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

Attachment(s):

[BAPW - BUDGET SETUP BRICKYARD BLUEWAY KAYAK LAUNCH - 7-24-19](#)

[Budget Amendments-FYE 2019-79](#)

- 25** Budget Amendment #80 - to transfer funds for Capital purchases - Public Works.

Motion to Approve Budget Amendment #80, Moved By Ella Holmes-Hines, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

Attachment(s):

[BAPW - TRANSFER FUNDS FOR CAPITAL PURCHASES AND LOW ACCOUNTS - 7-25-19](#)

[Budget Amendments-FYE 2019-80](#)

- 26** Budget Amendment #81 - CDBG Budget Amendment for Fiscal Years 2016-2019.

Motion to Approve Budget Amendment #81, Moved By Ella Holmes-Hines, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

Attachment(s):

[CDBG-Budget Amendment 8-6-19](#)

[Budget Amendments-FYE 2019-81](#)

- 27** Budget Amendment #82 - to transfer funds from Other Services to Capital Outlay Account for the purchase of new server - Legal Department.

Motion to Approve Budget Amendment #82, Moved By Ella Holmes-Hines, **Seconded by** Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

Attachment(s):

[Memo for Council for Legal](#)

[Budget Amendments-FYE 2019-82](#)

- 28** Docket of Claims - to be approved through August 7, 2019.

Motion to Approve Docket of Claims, in the amount of \$3,230,117.31, Moved By Cara Pucheu, **Seconded by** Myles Sharp

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

Attachment(s):

[Docket](#)

[Docket by Org-Obj-Proj](#)

[Docket by Vendor](#)

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

Routine Agenda

Motion to Approve Routine Agenda, as presented, Moved By Myles Sharp, Seconded by Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

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

Attachment(s):

[Resolution - Awarding-Rejecting Bids - Signed](#)

- 30 Privilege License Report - for the month of June, 2019 - to be made a part of the minutes.

Attachment(s):

[Privilege License Report - June 2019](#)

- 31 Letter - regarding bid awarded by Purchasing to Cooley's Full Service Painting LLC for painting of Jones Park Amphitheater - Leisure Services Department - to be made a part of the minutes.

Attachment(s):

[Cooley's Full Service Painting LLC - Jones Park Amphitheater](#)

- 32 Ratification - Facility Use Agreements (Sportsplex) - to be made a part of the minutes.

Attachment(s):

[Facility Use Agreement - Neumann](#)

[Facility Use Agreement - Get on the Pitch](#)

[Facility Use Agreement - Off the Chain Sports](#)

- 33 Ratification - of Oaths of Office - to be made a part of the minutes.

Attachment(s):

[Oath of Office - Timothy Hayes](#)

[Oath of Office - Jeremy Fortenberry](#)

[Oath of Office - Nahgee Yeroozedek](#)

[Oath of Office - Colby Eike](#)

[Oath of Office - Cherie Randall](#)

[Oath of Office - Travis Hart](#)

Public Agenda

The President called for comments during the Public Agenda.

The following Citizen(s) addressed the Council:

- David Starling - 2192 Collins Boulevard

This concluded the Public Agenda.

Council Comments

Memorial Adjournment

[Mr. Donald Dana](#)

[Mr. Victor Mason](#)

[Reverend Charles T. Dupree](#)

[Mr. Russell "Carlisle" Carothers](#)

Executive Session

Upon the advice of General Counsel, Motion to Enter Closed Session to make a preliminary determination of the necessity for Executive Session at 1:46 P.M., Moved By Myles Sharp, Seconded by Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

The Council entered Closed Session at 1:50 P.M. In attendance: Councilmembers: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, and Cara Pucheu, Mayor Billy Hewes, CAO Dr. John Kelly, General Counsel Hugh Keating, Assistant City Attorney Margaret Murdock, Director of Public Works Wayne Miller, Assistant Director of Public Works Ryan Merrill, and Clerk of Council Brittany Rodgers.

Motion to Exit Closed Session at 1:50 P.M., Moved By Ella Holmes-Hines, Seconded by Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

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 1:52 P.M. for strategy session with respect to litigation involving a vacation and an easement, and potential litigation related to water meters, Moved By Ella Holmes-Hines, Seconded by Myles Sharp

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

The Council entered Executive Session at 1:52 P.M. In attendance:

Councilmembers: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, and Cara Pucheu, Mayor Billy Hewes, CAO Dr. John Kelly, City Attorney Jeff Bruni, Director of Leisure Services Gus Wesson, and Clerk of Council Brittany Rodgers.

Motion to Exit Executive Session at 2:25 P.M., Moved By Myles Sharp, Seconded by Cara Pucheu

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, R.Lee Flowers

No official action was taken during Executive Session.

Upon reconvening in an open meeting, the following action was taken:

Motion to authorize the Legal Department to approve the drainage easement vacation of the southeast corner of lot 10, Gulfport Highlands Subdivision, subject to the same 3 conditions imposed on the "Y" shaped easement vacation, and that there be general easements, Moved By Myles Sharp, Seconded by Cara Pucheu

Vote: Motion Carried By The Following Roll Call Vote

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

Absent: Kenneth Casey, 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 Mr. Donald Dana, Mr. Victor Mason, Reverend Charles T. Dupree, and Mr. Russell "Carlisle" Carothers, until August 20, 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: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, Cara Pucheu

Absent: Kenneth Casey, R.Lee Flowers

City Clerk

Mayor



City of Gulfport, Mississippi

Minutes City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, August 20, 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 Council met at City Hall at 1:30 P.M., on the above date, same being an adjourned meeting from a Regular Meeting held on August 6, 2019 at 1:30 P.M.

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

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

Agenda Order

Motion to Accept the Agenda with the following adjustments; add item 2-A - Ratification - of re-appointment to the Gulfport-Biloxi Regional Airport Authority, Item 5-A - Final Plat - approval for a 31-lot subdivision (Florence Gardens Phase VI) with 5 out-parcels - Preservation Drive - Zoned T4+ (General Urban Zone "Plus") - Case # 1906PC078 - Ward 6, add the payment of PO 205193 to TDR, LLC in the amount of \$2,700 to the Docket (Item #30) to be paid by Special Check, and delete items 6 & 7 which will be taken up at a later date in the form of a Workshop, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Cara Pucheu

Presentation Agenda

Policy Issues

Minutes

- 1 Approval of Minutes - for July 2, 2019.

Motion to Approve Minutes for July 2, 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, R.Lee Flowers

Absent: Cara Pucheu

Attachment(s):

[July 2, 2019 - Minutes](#)

- 2 Approval of Minutes - for July 16, 2019.

Motion to Approve Minutes for July 16, 2019, Moved By R.Lee Flowers, **Seconded by** Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Cara Pucheu

Attachment(s):

[July 16, 2019 - Minutes](#)

- 2 – A Ratification - of re-appointment to the Gulfport-Biloxi Regional Airport Authority.

Motion to Ratify the re-appointment to the Gulfport-Biloxi Regional Airport Authority, 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

Absent: Cara Pucheu

Attachment(s):

[Re-appointment Letter - Joe Spraggins](#)

Code Enforcement / Planning

- 3 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 Kenneth Casey, **Seconded by** Ella Holmes-Hines

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Cara Pucheu

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, Rusty Walker, Myles Sharp, R.Lee Flowers

Absent: Cara Pucheu

Attachment(s):

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

- 4 Certificate of Resubdivision - divide into two new parcels zoned R-1-15 (Single-family): located at 14380 Our Rd Case # 1904PC042 - Ward 7

Motion to Approve Certificate of Resubdivision, notating that the concerns brought by Councilmember Pucheu previously have been addressed by Legal and have been found non-applicable, Moved By Myles Sharp, **Seconded by** R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Cara Pucheu

Attachment(s):

[Certificate of Resubdivision - Case 1904PC042 - Signed](#)

- 5 Certificate of Resubdivision - divide one parcel into two new parcels, 9415 Hwy 49, B-4 (Highway business) - Case # 1906PC075 - Ward 3

Motion to Approve Certificate of Resubdivision, 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, R.Lee Flowers

Absent: Cara Pucheu

Attachment(s):

[Certificate of Resubdivision - Case 1906PC075 - Signed](#)

- 5 – A Final Plat – approval for a 31-lot subdivision (Florence Gardens Phase VI) with 5 out-parcels – Preservation Drive – Zoned T4+ (General Urban Zone “Plus”) – Case # 1906PC078 - Ward 6.

Motion to Approve Final Plat, 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

Absent: Cara Pucheu

Attachment(s):

[078 Report](#)

[078 Locator](#)

[078 Packet](#)

[078 Final Plat](#)

[078 Covenants](#)

[078 Warrant CRC](#)

[078 Notification](#)

[078 Adj List](#)

[078 Transcripts](#)

[PC Proof](#)

[Florence Gardens, Ph. VI; Packet to UD 25JUL2019](#)

Ordinances

- 6 Ordinance - requesting amendments to the Comprehensive Zoning Ordinance, as amended, Section I. Definitions (B) Words and Phrases – Hotel; to amend by adding Section I. Definitions (B) Words and Phrases – Short Term Rental; and to amend Section III. District Regulations (J) Chart of Permitted Uses (2) Schedule of uses – Residential; and Section VII. Nonconforming uses and structures to add (G) Pre-Existing Short Term Rental.

- Deleted -

- 7 Ordinance - regulating the permitting and operation of Short Term Rentals.

- Deleted -

Resolutions

- 8 Resolution - approving award to Neel-Schaffer, Inc., for Preliminary Engineering Services in connection with the Pedestrian Sidewalk Study along U.S. Highway 49 south of Creosote Road, authorizing the Mayor to execute the same, 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, R.Lee Flowers

Absent: Cara Pucheu

Attachment(s):

[Resolution - Neel-Schaffer - PES - Pedestrian Sidewalk Study - Signed](#)

- 9 Resolution - approving award to Lose & Associates, Inc., d/b/a Lose Design, for the Department of Leisure Services Master Plan, approving Contract between the City of Gulfport and Lose & Associates, Inc., d/b/a Lose Design, authorizing the Mayor (or Designee) to execute the same, and for related purposes.

Motion to Approve, Moved By Kenneth Casey, **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

Absent: Cara Pucheu

Attachment(s):

[Resolution - Lose Design - Signed](#)

- 10 Resolution - approving Agreement between the City of Gulfport and Mississippi Gulf Coast Community College for Training Services for employees of the City of Gulfport, authorizing the Mayor to execute the same, 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

Absent: Cara Pucheu, R.Lee Flowers (recused)

Attachment(s):

[Resolution - MGCCC Training Services Agreement - Signed](#)

- 11** Resolution - approving Business Services Agreement with ShowClix, Inc. in connection with the 2019 Gulfport Harbor Lights Winter Festival, authorizing the Mayor to execute the same, and for related purposes.

Motion to Approve, Moved By Kenneth Casey, **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

Absent: Cara Pucheu

Attachment(s):

[Resolution - Business Services Agreement - ShowClix, Inc - Signed](#)

- 12** Resolution - approving Professional Appraisal Services Contract with Mississippi Valuations, LLC d/b/a Valbridge Property Advisors, with respect to certain Sewer Improvements Projects, authorizing the Mayor to execute the same, 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

Absent: Cara Pucheu

Attachment(s):

[Resolution - Professional Appraisal Services Contract - Valbridge Property Advisors - Sewer Improvements Projects - Signed](#)

- 13** Resolution - approving Non-Compensated Special Contract Investigator Contract, authorizing the Mayor to execute the same, 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

Absent: Cara Pucheu

- 14** Resolution - authorizing the City of Gulfport to accept the Alcohol and Drug Impaired Driving Grant Number 154AL-2020-ST-21-41, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Cara Pucheu

Attachment(s):

[Resolution - Accepting Alcohol and Drug Impaired Driving Grant 154AL-2020-ST-21-41 - Signed](#)

- 15** Resolution - authorizing the City of Gulfport to accept NHTSA Police Traffic Services Grant Number PT-2020-PT-21-41, 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, R.Lee Flowers

Absent: Cara Pucheu

Attachment(s):

[Resolution - Accepting NHTSA Police Traffic Services Grant PT-2020-PT-21-41 - Signed](#)

- 16** Resolution - authorizing application for JAG FY19 and approving Memorandum of Understanding related to same, 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, R.Lee Flowers

Absent: Cara Pucheu

Attachment(s):

[Resolution - Approving MOU JAG FY2019 - Signed](#)

- 17** Resolution - authorizing Sole Source Purchase of Water Meter Register Heads, approving documents associated therewith, 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, R.Lee Flowers

Absent: Cara Pucheu

Attachment(s):

[Master Meter - Signed](#)

- 18** Resolution - approving the temporary closure of municipal right of way for the 2019 Gulfport High School Homecoming Parade to be held on September 26, 2019, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Cara Pucheu

Attachment(s):

[Resolution - GHS Homecoming Parade Street Closure - Signed](#)

- 19** Resolution - approving the temporary closure of municipal right of way for the 2020 Unity Festival and Parade to be held on March 21, 2020, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Cara Pucheu

Attachment(s):

[Resolution - 2020 Unity Festival and Parade Street Closure - Signed](#)

- 20** Resolution - concurring with the action by the Gulfport Redevelopment Commission to approve Amended and Restated Lease Agreement with Carter Green Investments, LLC, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Cara Pucheu

Attachment(s):

[Resolution - Concurring with GRC Amended and Restated Lease Agreement with Carter Green Investments, LLC - Signed](#)

- 21** Acceptance - of Utility Partners, LLC Performance Report for Water & Sewer Maintenance and Sewer & Drainage Maintenance Contract for FY 2018.

Motion to Approve Acceptance of Utility Partners, LLC Performance Report for Water & Sewer Maintenance and Sewer & Drainage Maintenance Contract for FY 2018, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Cara Pucheu

Attachment(s):

[FY 2018 Utility Partners EOY Report](#)

- 22** Recommendation - regarding Release of Retainage to Utility Partners, LLC for Performance of Water & Sewer Maintenance and Streets & Drainage Maintenance Contract for FY 2018.

Motion to Approve Recommendation regarding Release of Retainage to Utility Partners, LLC for Performance of Water & Sewer Maintenance and Streets & Drainage Maintenance Contract for FY 2018, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Cara Pucheu

Attachment(s):

[FY 2018 Utility Partners, LLC Retainage Release](#)

Budget Amendments / Docket of Claims

- 23** Budget Amendment #83 - to increase Capital (286) from restitution.

Motion to Approve Budget Amendment #83, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Cara Pucheu

Attachment(s):

[July 31st \(capital\)restitution
Budget Amendments-FYE 2019-83](#)

- 24** Budget Amendment #84 - to accept the budget for FY20 Alcohol and Drug Impaired Driving Grant.

Motion to Approve Budget Amendment #84, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Cara Pucheu

Attachment(s):

[FY20 Alcohol and Drug Impaired Driving Grant Budget
Budget Amendments-FYE 2019-84](#)

- 25** Budget Amendment #85 - to accept the budget for FY20 NHTSA Police Traffic Services Grant.

Motion to Approve Budget Amendment #85, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Cara Pucheu

Attachment(s):

[FY20 NHTSA Police Traffic Services Grant Budget
Budget Amendments-FYE 2019-85](#)

- 26** Budget Amendment #86 - to increase line items in FY19 HIDTA Grant.

Motion to Approve Budget Amendment #86, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Cara Pucheu

Attachment(s):

[Budget for 2019 HIDTA \(Amendment\)](#)
[Budget Amendments-FYE 2019-86](#)

- 27** Budget Amendment #87 - to transfer funds from Salary to Capital (213).

Motion to Approve Budget Amendment #87, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Cara Pucheu

Attachment(s):

[August 8th \(Salary to Capital\)](#)
[Budget Amendments-FYE 2019-87](#)

- 28** Budget Amendment #88 - to set up Revenue and Expense Accounts for Highway 49 Sidewalk Study.

Motion to Approve Budget Amendment #88, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Cara Pucheu

Attachment(s):

[BAPW - Revenue Setup for Highway 49 Sidewalk study 02509 - 8-6-19](#)
[Budget Amendments-FYE 2019-88](#)

- 29 Budget Amendment #89 - to fund Phase I of Water Meter Register Head Replacement.

Motion to Approve Budget Amendment #89, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Cara Pucheu

Attachment(s):

[BAPW - transfer to fund phase 1 water meter register head replacement - 8-12-19 Budget Amendments-FYE 2019-89](#)

- 30 Docket of Claims - to be approved through August 21, 2019.

Motion to Approve Docket of Claims, in the amount of \$1,769,965.61, with the addition payment to TDR, LLC for PO # 205193 in the amount of \$2,700 to be paid by Special Check, 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

Absent: Cara Pucheu

Attachment(s):

[Docket](#)
[Docket by Vendor](#)
[Docket by Org-Obj-Proj](#)
[Resolution - Docket of Claims - Signed](#)

Routine Agenda

Motion to Approve Routine Agenda, as presented, 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

Absent: Cara Pucheu

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

Attachment(s):

[Resolution - Awarding - Rejecting Bids - Signed](#)

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

Attachment(s):

[Memorandum - Associated Adjusters
Associated Adjusters Check Registers - July 2019](#)

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

Attachment(s):

[Memorandum - Payroll Journals
Bi-Weekly Payroll Report - July 2019](#)

- 34** Public Records Requests - for the month of July, 2019 - to be made a part of the minutes.

Attachment(s):

[Public Records Request - July 2019](#)

- 35** Year-To-Date Budget Report - for the month of July, 2019 - to be made a part of the minutes.

Attachment(s):

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

- 36** Legal Notice - advertisement for bids for Katie Patterson Booth Community Center Roof Replacement.

Attachment(s):

[Request Authority to Advertise for Bids - Katie Patterson Booth Community Center
Roof Replacement](#)

- 37** Letter - regarding bid awarded by Purchasing to SHI for Sophos Central Phish Threat Licenses - Information Technology - to be made a part of the minutes.

Attachment(s):

[SHI - Sophos Central Phish Threat Licenses](#)

- 38** Letter - regarding bid awarded by Purchasing to GovConnection Inc. for Tablets - Information Technology - to be made a part of the minutes.

Attachment(s):

[GovConnection Inc. - Tablets](#)

- 39** Letter - regarding bid awarded by Purchasing to Universal Concepts for Tunnel Arches - Leisure Service Department - to be made a part of the minutes.

Attachment(s):

[Universal Concepts - Tunnel Arches](#)

- 40** Letter - regarding emergency purchase for Seaway Island Lift Station Pump - Public Works Department - to be made a part of the minutes.

Attachment(s):

[Emergency Purchase Seaway Island Lift Station Pump](#)

- 41** Letter - regarding emergency purchase for Seaway Road Pump Station - Public Works Department - to be made a part of the minutes.

Attachment(s):

[Emergency Purchase Seaway Pump Station](#)

- 42** Letter - regarding emergency purchase for Municipal Complex Server Room - Police Department - to be made a part of the minutes.

Attachment(s):

[Emergency Purchase Cooling Unit](#)

- 43** Letter of Recommendation - regarding bid award to Sentry Sports/AtoZ, LLC for Replacement Street Lights - Traffic Department.

Attachment(s):

[Sentry Sports A to Z LLC - Replacement Street Lights](#)

- 44** Ratification - of Oaths of Office - to be made a part of the minutes.

Attachment(s):

[Oath of Office - Julianne Huff](#)

Public Agenda

The President called for comments during the Public Agenda.

The following Citizen(s) addressed the Council:

- Patricia Dalton - 11249 S. River Road
- Joanna Edwards - 821 Second Street
- Dohna Rowland - 1112 Second Street

This concluded the Public Agenda.

Council Comments

Memorial Adjournment

Ms. Ruby Jean Gilbert

Mr. Shellie Calhoun Sr.

Mr. Hugh Don Robinson

Ms. Bobby Rhene Varner

Mr. Travis Roberson

Mr. Javonte Johnson

Mr. Eric Smith Jr.

Executive Session

Upon the advice of General Counsel, Motion to Enter Closed Session to make a preliminary determination of the necessity for Executive Session at 2:08 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, R.Lee Flowers

Absent: Cara Pucheu

The Council entered Closed Session at 2:12 P.M. In attendance: Councilmembers: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, and R.Lee Flowers, Mayor Billy Hewes, CAO Dr. John Kelly, General Counsel Hugh Keating, Assistant City Attorney Dustin Uselton, and Clerk of Council Brittany Rodgers. Absent: Councilmember Cara Pucheu.

Motion to Exit Closed Session at 2:13 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, Rusty Walker, Myles Sharp, R.Lee Flowers

Absent: Cara Pucheu

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 2:15 P.M. for strategy session with respect to litigation involving a vacation and a transaction of business discussion regarding the prospective purchase of real estate, 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, R.Lee Flowers

Absent: Cara Pucheu

The Council entered Executive Session at 2:15 P.M. In attendance:

Councilmembers: Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers, Mayor Billy Hewes (in at 2:15 P.M.), CAO Dr. John Kelly, Assistant City Attorney Dustin Uselton (out at 2:19 P.M.), and Clerk of Council Brittany Rodgers.

Motion to Exit Executive Session at 2:34 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, R.Lee Flowers, R.Lee Flowers

Absent: Cara Pucheu

No official action was taken during Executive Session.

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

Motion to authorize the Administration, by and through the City Attorney's Office, to take whatever steps may be required to agree to the vacation of a 50 foot unimproved alley in Block 2 of Hill & Dolan Survey Subdivision located between lots 3 and 4 and lot 7 south of South Railroad Street, conditioned upon the inclusion of a general easement for all municipal purposes, which is the subject of that certain lawsuit pending in the Chancery Court of Harrison County, Mississippi, First Judicial District, Cause No. 19-1083(1), Moved By Myles Sharp, Seconded by Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Cara Pucheu

Motion to authorize the Administration to spend up to \$15,000 for pre-development expenses to locate a warehouse for the Gulfport Harbor Lights Winter Festival, to include two site appraisals and an Environmental Site Assessment Phase I, 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, R.Lee Flowers, R.Lee Flowers

Absent: Cara Pucheu

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. Ruby Jean Gilbert, Mr. Shellie Calhoun Sr., Mr. Hugh Don Robinson, Ms. Bobby Rhene Varner, Mr. Travis Roberson, Mr. Javonte Johnson, and Mr. Eric Smith Jr., until September 3, 2019 at 1:30 P.M. for a Regular Council Meeting, 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, R.Lee Flowers

Absent: Cara Pucheu

City Clerk

Mayor

Agenda Adjustments

- 2 – A** Ratification - of re-appointment to the Gulfport-Biloxi Regional Airport Authority.

- 5 – A** Final Plat – approval for a 31-lot subdivision (Florence Gardens Phase VI) with 5 out-parcels – Preservation Drive – Zoned T4+ (General Urban Zone “Plus”) – Case # 1906PC078 - Ward 6.

MEMORANDUM – CITY OF GULFPORT

Date: **AUGUST 26, 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 3rd Day Of September, 2019.

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

MEMORANDUM – CITY OF GULFPORT

Date: AUGUST 26, 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 3rd Day Of September, 2019, To The City Council:

WARD 1

Parcel 1: 0711G-02-022.000. LOTS 19 & 20 BLK 30 JONESTOWN MCCAUGHAN ADD.. 1528 43RD AVE. OVERGROWN PROPERTY, IPMC 302.4 . (MONTGOMERY MARCIA LYNNE -EST-)

Parcel 2: 0711G-01-039.000. LOTS 3 & 4 BLK. 2 JONESTOWN MCCAUGHAN ADD.. 2017 43RD AVE. OVERGROWN PROPERTY, IPMC 302.4. (SIMMONS PATRICIA W)

Parcel 3: 0811E-01-007.000. LOT 5 & 6 BLK 113 ORIGINAL GULFPORT. 1913 29TH AVE. OVERGROWN PROPERTY, IPMC 302.4 TRASH & DEBRIS, IPMC 308.1. (SCOTT VANNIE JONES -EST-)

Parcel 4: 0711K-03-022.000. LOTS 11 & 12 BLK 2 RIDGEWOOD. 1328 JOSEPH AVE. OVERGROWN PROPERTY, IPMC 302.4 TRASH & DEBRIS, IPMC 308.1. (BRUNER BARBARA GAYLE)

WARD 2

Parcel 5: 0811A-04-071.000. LOTS 1 & 2 BLK 12 BROAD ACRES. 2613 BULLIS AVE. TRASH & DEBRIS, IPMC 308.1 INOPERABLE VEHICLE, IPMC 302.8. (GOSDIN CORAL ELIZABETH)

Parcel 6: 0910I-02-014.000. BEG 937.5 FT S OF INTER OF S MAR OF PASS RD & W MAR OF TEAGARDEN RD W 500 FT S 90 FT E 500 FT TO RD NLY ALONG RD 90 FT TO POB BEING BOUNDED ON N BY DERUISE E BY

TEAGARDEN RD S BY DERUISE W BY HARRISON NAVAL STORES CO
PART OF SE1/4 OF NE1/4 SEC 36-7-11. 655 TEGARDEN RD. OVERGROWN
PROPERTY, IPMC 302.4 EXT MAINTENANCE, IPMC 304.1. (CULBERSON
LELIA M)

Parcel 7: 1010L-05-025.001. BEG 262.8 FT S OF INTER OF CHURCH & TEAGARDEN
RD N 86 DG E 191.7 FT S 39.6 FT S 79 DG W 194 FT TO E MAR OF
TEAGARDEN RD N 63.1 FT TO POB PART OF SW 1/4 OF NW 1/4 OF SEC
31-7-10. 654 TEGARDEN RD. OVERGROWN PROPERTY, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1. (MAGEE SANDRA EVANS)

Parcel 8: 1010M-05-023.000. LOT 13 LESS N 20 FT BLK 2 SILVER RIDGE ADD
RESURVEY. 456 LIVE OAK AVE. OVERGROWN PROPERTY, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1. (JAMES CLIFFORD L & RICHARD H)

Parcel 9: 0811A-04-095.000. LOT 8 & N1/2 OF LOT 9 BLK 12 BROAD ACRES. 2612
JOAN AVE. OVERGROWN PROPERTY, IPMC 302.4 TRASH & DEBRIS,
IPMC 308.1. (PALAZZO NONA)

Parcel 10: 1010M-04-030.000. LOTS 12 & 13 BLK. 5 SILVER RIDGE ADD. RE-
SURVEY. 330 LIVE OAK AVE. OVERGROWN PROPERTY, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1. (LEE GLORIA A)

Parcel 11: 0711P-03-018.000. NORMAN HARRIS & MIRIAM D HARRIS REVOC LIV
TRUST -2012-4801& 4803- N 55 FT OF LOTS 1 TO 3 INC & E 11 FT OF N 55
OF LOT 4 BLK 2 BUENA VISTA. 4103 CENTRAL ST. OVERGROWN
PROPERTY, IPMC 302.4. (HARRIS NORMAN & MIRIAM D -TRUSTEES-)

Parcel 12: 0811E-03-085.000. LOTS 13 & 14 BLK 166 ORIGINAL GULFPORT. 3212
15TH ST. OVERGROWN PROPERTY, IPMC 302.4 TRASH & DEBRIS, IPMC
308.1. (SAMPLES MARGIE I)

Parcel 13: 0711N-02-067.000. LOT 22 BLK 1 WESTERN ADD ALSO BEG 49.9 FT N 28
DGS W OF INTER OF E MAR RUTH AVE AND N MAR FINLEY ST N 61
DGS E 148.6 FT S 28 DGS 16.7 FT S 68 DGS W 149.7 FT TO POB BEING
PART OF LOT 21 BLK 1 WESTER ADD. 606 RUTH AVE. OVERGROWN
PROPERTY, IPMC 302.4 . (STERLING LANE A & CAROLYN F)

WARD 3

Parcel 14: 0810F-01-012.000. GEORGIA AVE. OVERGROWN PROPERTY, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1. (SMITH GERTRUDE KING ET AL)

Parcel 15: 0810F-01-012.000. . GEORGIA AVE. OVERGROWN PROPERTY, IPMC
302.4 TRASH & DEBRIS, IPMC 308.1. (SMITH GERTRUDE KING ET AL)

Parcel 16: 0910M-02-067.000. LOTS 37 THUR 40 INC BLK 5 MANHATTEN ADD SEC
35-7-11. 2815 HEWES AVE. OVERGROWN PROPERTY, IPMC 302.4 TRASH
& DEBRIS, IPMC 308.1. (NGUYEN QUYEN H)

Parcel 17: 0910M-02-066.000. LOTS 1 & 2 & E 3 FT OF LOT 3 BLK 5 MANHATTEN
ADD 2821 HEWES AVE. OVERGROWN PROPERTY, IPMC 302.4 TRASH &
DEBRIS, IPMC 308.1. (NGUYEN QUYEN H)

Parcel 18: 0810F-03-086.000. . ALABAMA AVE. OVERGROWN PROPERTY, IPMC
302.4. (THOMPSON WOODIE)

- Parcel 19: 0810F-02-084.000. LOTS 28 TO 30 BLK 332 NORTH GULFPORT SUBD SEC 28-7-11. 8108 MISSISSIPPI AVE. OVERGROWN PROPERTY, IPMC 302.4 . (MAGEE MARY A J -EST-)
- Parcel 20: 0810F-02-075.001. LOTS 15 & 16 BLK 365 NORTH GULFPORT SECS 27/28-7-11. 15127 JEFFERSON ST. OVERGROWN PROPERTY, IPMC 302.4 EXT MAINTENANCE, IPMC 304.1. (WICKS KRISTY & ASHFORD PERNELL)
- Parcel 21: 0810F-01-107.000. LOTS 28 TO 30 INC & THE W 6 FT OF LOT 31 BLK 250 NORTH GULFPORT SECS 27/28-7-11. 15114 MARTIN LUTHER KING JR BLVD. OVERGROWN PROPERTY, IPMC 302.4. (PETTIS EARNEST L)
- Parcel 22: 0810C-02-094.000. LOTS 19 TO 21 BLK 213 NORTH GULFPORT SUBD SEC 28-7-11. 8270 LOUISIANA AVE. OVERGROWN PROPERTY, IPMC 302.4 . (ALBRITTON MARY)
- Parcel 23: 0810C-02-090.000. LOTS 22 & 23 BLK 193 NORTH GULFPORT SECS 27/28-7-11 8298 LOUISIANA AVE. OVERGROWN PROPERTY, IPMC 302.4 EXT MAINTENANCE, IPMC 304.1. (GULF SOUTH EQUITY INVESTMENTS LLC)
- Parcel 24: 0810C-03-005.001. . MISSISSIPPI AVE. OVERGROWN PROPERTY, IPMC 302.4 INOPERABLE VEHICLE, IPMC 302.8. (COOPER CHARLES)
- Parcel 25: 0810N-01-097.000. S 140 FT OF LOTS 28 & 29 BLK 44 STANDARD LAND #2. 2114 33RD ST. OVERGROWN PROPERTY, IPMC 302.4 TRASH & DEBRIS, IPMC 308.1. (D S LADNER HOLDINGS LLC)
- Parcel 26: 0810F-01-030.000. LOTS 21 & 22 BLK 275 NORTH GULFPORT SECS 27/28-7-11 8198 FLORIDA AVE. OVERGROWN PROPERTY, IPMC 302.4 . (MALVEAUX CAROLYN T ET AL)
- Parcel 27: 0810B-02-030.000. . 5112 SOUTH CAROLINA AVE. OVERGROWN PROPERTY, IPMC 302.4 . (BOOSE LAWYER JR)
- Parcel 28: 0810B-02-031.000. LOTS 17 TO 21 INC & N 4.5 FT OF LOT 22 BLK 106 NORTH GULFPORT PART OF NW1/4 OF NW1/4 OF SEC 27-7-11. 8410 SOUTH CAROLINA AVE. OVERGROWN PROPERTY, IPMC 302.4 EXT MAINTENANCE, IPMC 304.1. (HANDS MARGARET)
- WARD 4
- Parcel 29: 0810B-03-050.000. LOTS 23 TO 25 INC. BLK 162 NORTH GULFPORT. 8330 WEST VIRGINIA AVE. OVERGROWN PROPERTY, IPMC 302.4 . (KING SARAH P)
- WARD 5
- Parcel 30: 1010B-02-004.012. LOT 13 GLENDALE PLACE SUBD. 1258 GLENDALE PL. OVERGROWN PROPERTY, IPMC 302.4 UTILITY TLR PKG, IPMC 302.10.3. (SMALLWOOD WILLIAM RUSS)
- Parcel 31: 0908N-01-104.000. E 20 FT OF LOT 16 & ALL LOT 17 & W 10 FT OF LOT 18 BLK 15 NORTH BAYOU SUBURB. 2405 WOOLMARKET ST. OVERGROWN PROPERTY, IPMC 302.4 INOPERABLE VEHICLE, IPMC 302.8. (POTTS ROBERT WAYNE & AMY)

Parcel 32: 0808I-02-020.000. LOT 9 JANELL LYNN ADD PART 3 TO BEL-AIRE SUBD. 106 CHASTITY DR. OVERGROWN PROPERTY, IPMC 302.4 TRASH & DEBRIS, IPMC 308.1. (PRICE SHARI P)

Parcel 33: 0809B-03-014.047. LOT 47 ANGELA PARK SUBD PART 2 SEC 15-7-1114512 WHITNEY DR. OVERGROWN PROPERTY, IPMC 302.4 . (STATE OF MS)

WARD 6

Parcel 34: 0808O-02-054.000. . 104 PHYLIS DR. OVERGROWN PROPERTY, IPMC 302.4 . (JOHNSON CHRISTOPHER A)

Parcel 35: 0908E-01-027.000. LOT 26 RESERVATION EST UNIT 2 PART 1. 123 RESERVATION DR. OVERGROWN PROPERTY, IPMC 302.4TRASH & DEBRIS, IPMC 308.1. (DEDEAUX HERBERT)

Parcel 36: 0908O-02-105.000. LOT 167 LOREN D HEIGHTS PHASE IV. 607 EAST TANDY DR. OVERGROWN PROPERTY, IPMC 302.4 (MCCLAIN PAULA K)

Parcel 37: 0908J-01-001.042. LOT 42 FAIRFIELD SUBD PART 1. 20 HEATHER LN. OVERGROWN PROPERTY, IPMC 302.4 . (VANDEVELDE DORIS ANN - EST-)

There came on for consideration at a meeting of the Mayor and members of the Council of the City of Gulfport, Mississippi, held on the 3rd day of September, 2019, the following Resolution:

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

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

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

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

- Parcel 1: 0711G-02-022.000. LOTS 19 & 20 BLK 30 JONESTOWN MCCAUGHAN ADD.. 1528 43RD AVE. OVERGROWN PROPERTY, IPMC 302.4 . (MONTGOMERY MARCIA LYNNE -EST-)
- Parcel 2: 0711G-01-039.000. LOTS 3 & 4 BLK. 2 JONESTOWN MCCAUGHAN ADD.. 2017 43RD AVE. OVERGROWN PROPERTY, IPMC 302.4. (SIMMONS PATRICIA W)
- Parcel 3: 0811E-01-007.000. LOT 5 & 6 BLK 113 ORIGINAL GULFPORT. 1913 29TH AVE. OVERGROWN PROPERTY, IPMC 302.4 TRASH & DEBRIS, IPMC 308.1. (SCOTT VANNIE JONES -EST-)
- Parcel 4: 0711K-03-022.000. LOTS 11 & 12 BLK 2 RIDGEWOOD. 1328 JOSEPH AVE. OVERGROWN PROPERTY, IPMC 302.4 TRASH & DEBRIS, IPMC 308.1. (BRUNER BARBARA GAYLE)
- Parcel 5: 0811A-04-071.000. LOTS 1 & 2 BLK 12 BROAD ACRES. 2613 BULLIS AVE. TRASH & DEBRIS, IPMC 308.1 INOPERABLE VEHICLE, IPMC 302.8. (GOSDIN CORAL ELIZABETH)
- Parcel 6: 0910I-02-014.000. BEG 937.5 FT S OF INTER OF S MAR OF PASS RD & W MAR OF TEAGARDEN RD W 500 FT S 90 FT E 500 FT TO RD NLY ALONG RD 90 FT TO POB BEING BOUNDED ON N BY DERUISE E BY TEAGARDEN RD S BY DERUISE W BY HARRISON NAVAL STORES CO PART OF SE1/4 OF NE1/4 SEC 36-7-11. 655 TEGARDEN RD.

OVERGROWN PROPERTY, IPMC 302.4 EXT MAINTENANCE, IPMC 304.1.
(CULBERSON LELIA M)

- Parcel 7: 1010L-05-025.001. BEG 262.8 FT S OF INTER OF CHURCH & TEAGARDEN RD N 86 DG E 191.7 FT S 39.6 FT S 79 DG W 194 FT TO E MAR OF TEAGARDEN RD N 63.1 FT TO POB PART OF SW 1/4 OF NW 1/4 OF SEC 31-7-10. 654 TEGARDEN RD. OVERGROWN PROPERTY, IPMC 302.4 TRASH & DEBRIS, IPMC 308.1. (MAGEE SANDRA EVANS)
- Parcel 8: 1010M-05-023.000. LOT 13 LESS N 20 FT BLK 2 SILVER RIDGE ADD RESURVEY. 456 LIVE OAK AVE. OVERGROWN PROPERTY, IPMC 302.4 TRASH & DEBRIS, IPMC 308.1. (JAMES CLIFFORD L & RICHARD H)
- Parcel 9: 0811A-04-095.000. LOT 8 & N1/2 OF LOT 9 BLK 12 BROAD ACRES. 2612 JOAN AVE. OVERGROWN PROPERTY, IPMC 302.4 TRASH & DEBRIS, IPMC 308.1. (PALAZZO NONA)
- Parcel 10: 1010M-04-030.000. LOTS 12 & 13 BLK. 5 SILVER RIDGE ADD. RE-SURVEY. 330 LIVE OAK AVE. OVERGROWN PROPERTY, IPMC 302.4 TRASH & DEBRIS, IPMC 308.1. (LEE GLORIA A)
- Parcel 11: 0711P-03-018.000. NORMAN HARRIS & MIRIAM D HARRIS REVOC LIV TRUST -2012-4801& 4803- N 55 FT OF LOTS 1 TO 3 INC & E 11 FT OF N 55 OF LOT 4 BLK 2 BUENA VISTA. 4103 CENTRAL ST. OVERGROWN PROPERTY, IPMC 302.4. (HARRIS NORMAN & MIRIAM D -TRUSTEES-)
- Parcel 12: 0811E-03-085.000. LOTS 13 & 14 BLK 166 ORIGINAL GULFPORT. 3212 15TH ST. OVERGROWN PROPERTY, IPMC 302.4 TRASH & DEBRIS, IPMC 308.1. (SAMPLES MARGIE I)
- Parcel 13: 0711N-02-067.000. LOT 22 BLK 1 WESTERN ADD ALSO BEG 49.9 FT N 28 DGS W OF INTER OF E MAR RUTH AVE AND N MAR FINLEY ST N 61 DGS E 148.6 FT S 28 DGS 16.7 FT S 68 DGS W 149.7 FT TO POB BEING PART OF LOT 21 BLK 1 WESTER ADD. 606 RUTH AVE. OVERGROWN PROPERTY, IPMC 302.4 . (STERLING LANE A & CAROLYN F)
- Parcel 14: 0810F-01-012.000. GEORGIA AVE. OVERGROWN PROPERTY, IPMC 302.4 TRASH & DEBRIS, IPMC 308.1. (SMITH GERTRUDE KING ET AL)
- Parcel 15: 0910M-02-067.000. LOTS 37 THUR 40 INC BLK 5 MANHATTEN ADD SEC 35-7-11. 2815 HEWES AVE. OVERGROWN PROPERTY, IPMC 302.4 TRASH & DEBRIS, IPMC 308.1. (NGUYEN QUYEN H)
- Parcel 16: 0910M-02-066.000. LOTS 1 & 2 & E 3 FT OF LOT 3 BLK 5 MANHATTEN ADD 2821 HEWES AVE. OVERGROWN PROPERTY, IPMC 302.4TRASH & DEBRIS, IPMC 308.1. (NGUYEN QUYEN H)
- Parcel 17: 0810F-03-086.000. ALABAMA AVE. OVERGROWN PROPERTY, IPMC 302.4. (THOMPSON WOODIE)
- Parcel 18: 0810F-02-084.000. LOTS 28 TO 30 BLK 332 NORTH GULFPORT SUBD SEC 28-7-11. 8108 MISSISSIPPI AVE. OVERGROWN PROPERTY, IPMC 302.4 . (MAGEE MARY A J -EST-)
- Parcel 19: 0810F-02-075.001. LOTS 15 & 16 BLK 365 NORTH GULFPORT SECS 27/28-7-11. 15127 JEFFERSON ST. OVERGROWN PROPERTY, IPMC 302.4 EXT MAINTENANCE, IPMC 304.1. (WICKS KRISTY & ASHFORD PERNELL)
- Parcel 20: 0810F-01-107.000. LOTS 28 TO 30 INC & THE W 6 FT OF LOT 31 BLK 250 NORTH GULFPORT SECS 27/28-7-11. 15114 MARTIN LUTHER KING JR BLVD. OVERGROWN PROPERTY, IPMC 302.4. (PETTIS EARNEST L)
- Parcel 21: 0810C-02-094.000. LOTS 19 TO 21 BLK 213 NORTH GULFPORT SUBD SEC 28-7-11. 8270 LOUISIANA AVE. OVERGROWN PROPERTY, IPMC 302.4 . (ALBRITTON MARY)

- Parcel 22: 0810C-02-090.000. LOTS 22 & 23 BLK 193 NORTH GULFPORT SECS 27/28-7-11 8298 LOUISIANA AVE. OVERGROWN PROPERTY, IPMC 302.4 EXT MAINTENANCE, IPMC 304.1. (GULF SOUTH EQUITY INVESTMENTS LLC)
- Parcel 23: 0810C-03-005.001. MISSISSIPPI AVE. OVERGROWN PROPERTY, IPMC 302.4 INOPERABLE VEHICLE, IPMC 302.8. (COOPER CHARLES)
- Parcel 24: 0810N-01-097.000. S 140 FT OF LOTS 28 & 29 BLK 44 STANDARD LAND #2. 2114 33RD ST. OVERGROWN PROPERTY, IPMC 302.4 TRASH & DEBRIS, IPMC 308.1. (D S LADNER HOLDINGS LLC)
- Parcel 25: 0810F-01-030.000. LOTS 21 & 22 BLK 275 NORTH GULFPORT SECS 27/28-7-118198 FLORIDA AVE. OVERGROWN PROPERTY, IPMC 302.4 . (MALVEAUX CAROLYN T ET AL)
- Parcel 26: 0810B-02-030.000. 5112 SOUTH CAROLINA AVE. OVERGROWN PROPERTY, IPMC 302.4 . (BOOSE LAWYER JR)
- Parcel 27: 0810B-02-031.000. LOTS 17 TO 21 INC & N 4.5 FT OF LOT 22 BLK 106 NORTH GULFPORT PART OF NW1/4 OF NW1/4 OF SEC 27-7-11. 8410 SOUTH CAROLINA AVE. OVERGROWN PROPERTY, IPMC 302.4EXT MAINTENANCE, IPMC 304.1. (HANDS MARGARET)
- Parcel 28: 0810B-03-050.000. LOTS 23 TO 25 INC. BLK 162 NORTH GULFPORT. 8330 WEST VIRGINIA AVE. OVERGROWN PROPERTY, IPMC 302.4 . (KING SARAH P)
- Parcel 29: 1010B-02-004.012. LOT 13 GLENDALE PLACE SUBD. 1258 GLENDALE PL. OVERGROWN PROPERTY, IPMC 302.4 UTILITY TLR PKG, IPMC 302.10.3. (SMALLWOOD WILLIAM RUSS)
- Parcel 30: 0908N-01-104.000. E 20 FT OF LOT 16 & ALL LOT 17 & W 10 FT OF LOT 18 BLK 15 NORTH BAYOU SUBURB. 2405 WOOLMARKET ST. OVERGROWN PROPERTY, IPMC 302.4 INOPERABLE VEHICLE, IPMC 302.8. (POTTS ROBERT WAYNE & AMY)
- Parcel 31: 0808I-02-020.000. LOT 9 JANELL LYNN ADD PART 3 TO BEL-AIRE SUBD. 106 CHASTITY DR. OVERGROWN PROPERTY, IPMC 302.4 TRASH & DEBRIS, IPMC 308.1. (PRICE SHARI P)
- Parcel 32: 0809B-03-014.047. LOT 47 ANGELA PARK SUBD PART 2 SEC 15-7-1114512 WHITNEY DR. OVERGROWN PROPERTY, IPMC 302.4 . (STATE OF MS)
- Parcel 33: 0808O-02-054.000. 104 PHYLIS DR. OVERGROWN PROPERTY, IPMC 302.4 . (JOHNSON CHRISTOPHER A)
- Parcel 34: 0908E-01-027.000. LOT 26 RESERVATION EST UNIT 2 PART 1. 123 RESERVATION DR. OVERGROWN PROPERTY, IPMC 302.4TRASH & DEBRIS, IPMC 308.1. (DEDEAUX HERBERT)
- Parcel 35: 0908O-02-105.000. LOT 167 LOREN D HEIGHTS PHASE IV. 607 EAST TANDY DR. OVERGROWN PROPERTY, IPMC 302.4 (MCCLAIN PAULA K)
- Parcel 36: 0908J-01-001.042. LOT 42 FAIRFIELD SUBD PART 1. 20 HEATHER LN. OVERGROWN PROPERTY, IPMC 302.4 . (VANDEVELDE DORIS ANN - EST-)

WHEREAS, the Mayor and members of the Council of the City of Gulfport further find, determine and adjudicate that advertisement for bids to clean the above referenced properties should be made in the form and manner by law provided; and

WHEREAS, the Mayor and members of the Council further find, determine and adjudicate that the cost of the demolition and lot cleanup shall not exceed the aggregate amount of \$20,000.00 per parcel shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi as other judgments are enrolled, and thereafter, the Tax Collector of the Municipality shall, upon order of the Mayor and members of the Council, proceed to sell the herein described land to satisfy said lien as now provided by law for the sale of land for delinquent municipal taxes.

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

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

SECTION 2. That the City Clerk be and is hereby authorized to advertise for bids to clean the property described above lying and being within the City of Gulfport, First Judicial District of Harrison County, Mississippi.

SECTION 3. That the cost of cleanup of the herein described property, including any penalty assessed, shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of the First Judicial District of Harrison County, Mississippi, and thereafter, the Tax Collector of the City, shall, upon order of the Mayor and members of the Council, proceed to sell the land to satisfy said lien as now provided by law for the sale of lands delinquent municipal taxes.

Councilmember _____ moved the adoption of the Resolution, which motion was seconded by Councilmember _____. Upon being put to a roll call vote, the following ballots were cast:

YEAS:

NAYS:

ABSENT:

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT OF THE COUNCIL

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

APPROVED:

MAYOR

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Gregory Holmes, Planning Administrator
Urban Development Department

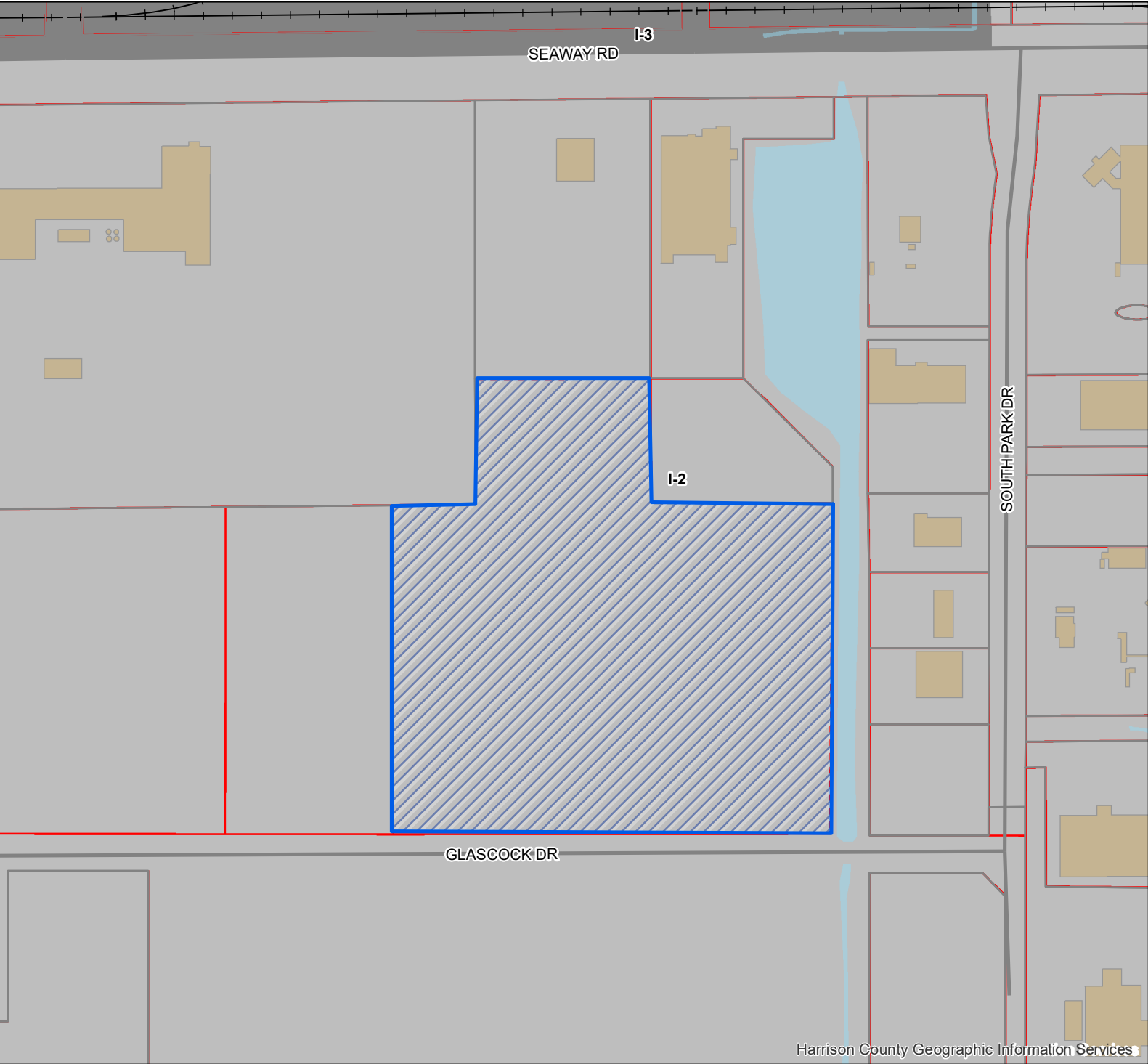
Date: September 3, 2019

Re: **Short form Resubdivision Case 1909PC102:**
Harrison County Development Commission, property owner, requests to divide the 17.35-acre tax parcel 0909H-01-003.016 into two new parcels zoned I-2 (Heavy industrial): located 12021 Glascock Drive, in Ward 5.

Subject: Resubdivision of tax parcel number 0909H-01-003.016

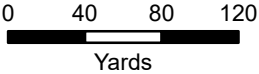
Recommendation: This re-subdivision was not reviewed by the Planning Commission and, therefore, does not include a recommendation of the Planning Commission. The request is being submitted directly to the City Council under Sec 9-48 (e) Special Provisions with a recommendation of approval by the Planning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

Please place the attached item on the Council agenda for September 3, 2019.



- Street
- Railroad
- Parcels
- Buildings
- Zoning**
 - I-2 - Heavy Industry District
 - I-3 - Planned Industrial District
- Water Features

Site Information
0909H-01-003.016
Zoning: I-2 (Heavy industry)
Size: 17.35 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.



DEPARTMENT OF
URBAN DEVELOPMENT
PLANNING DIVISION

August 22, 2019

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

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

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

RE: Short form Resubdivision Case 1909PC102: Harrison County Development Commission, property owner, requests to divide the 17.35-acre tax parcel 0909H-01-003.016 into two new parcels zoned I-2 (Heavy industrial): located 12021 Glascock Drive, in Ward 5.

To Whom It May Concern:

The Gulfport City Council will consider the above referenced request at its next regularly scheduled hearing on **Tuesday, September 3, 2019**, at 1:30 P.M. This hearing will be held in the Council Chambers, located on the second floor of the Gulfport City Hall, 2309 15th Street.

If you have any questions, please contact this office.

Sincerely,
City of Gulfport Planning Division



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

For Staff Use Only

Case File #: 1909 PC102

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: I-2Ward: 5 Flood: XSize: 17.35 acres

(If necessary, use separate sheet of paper)

APPLICATION FOR RESUBDIVISION

Property Information

16

TAX PARCEL #

0	9	0	9	H

 -

0	1

 -

0	0	3

 •

0	0	0

Address of Property Involved: 12021 Glasscock Dr

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

General Location: Eastern most parcel from larger tract

GENERAL DESCRIPTION OF REQUEST:

To subdivide the larger parcel into smaller tracts survey provided

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

Harrison County Dev Comm

Printed Name Of Owner

12281 Intraplex Pkwy

Mailing Address

Gulfport MS 39503

City

State

Zip code

228-896-5020

Home Phone

Work/Cell Phone

blavers@mscoast.org

Email

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.



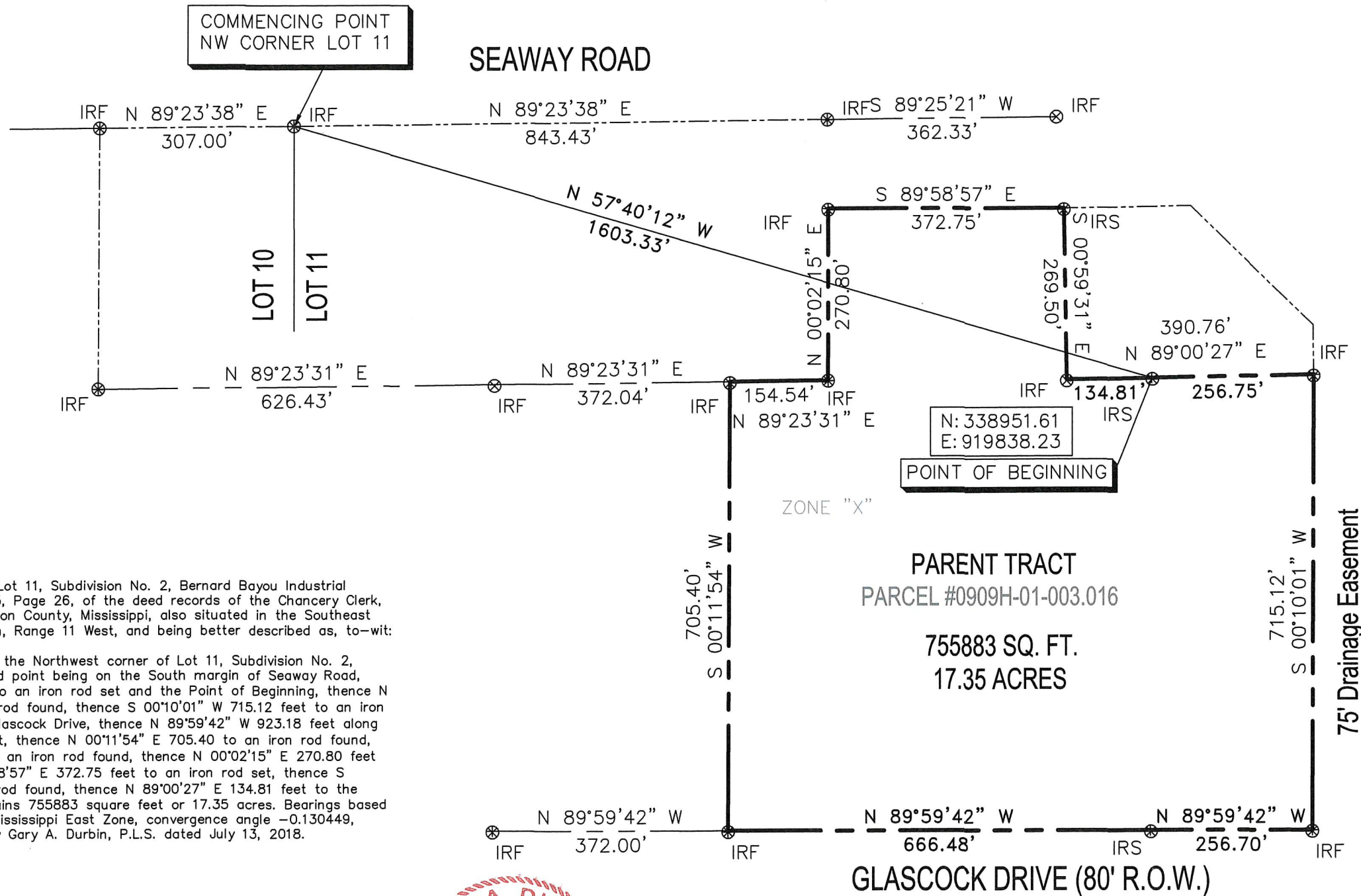
SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0909H-01-003.016
RE-SUBDIVISION OF PART OF LOT 11
SUBDIVISION NO. 2, BERNARD BAYOU INDUSTRIAL PARK

SCALE: 1"=200'

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

P=PLAT OF RECORD
M=MEASURED
D=DEED



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

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

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

PARENT TRACT

A parcel of land located in part of Lot 11, Subdivision No. 2, Bernard Bayou Industrial District, as recorded in Plat Book 25, Page 26, of the deed records of the Chancery Clerk, First Judicial District, Gulfport, Harrison County, Mississippi, also situated in the Southeast 1/4 of Section 13, Township 7 South, Range 11 West, and being better described as, to-wit:

Commencing at an iron rod marking the Northwest corner of Lot 11, Subdivision No. 2, Bernard Bayou Industrial District, said point being on the South margin of Seaway Road, thence S 57°40'12" E 1603.33 feet to an iron rod set and the Point of Beginning, thence N 89°00'27" E 256.75 feet to an iron rod found, thence S 00°10'01" W 715.12 feet to an iron rod found on the North margin of Glascock Drive, thence N 89°59'42" W 923.18 feet along said North margin to an iron rod set, thence N 00°11'54" E 705.40 to an iron rod found, thence N 89°23'31" E 154.54 feet to an iron rod found, thence N 00°02'15" E 270.80 feet to an iron rod found, thence S 89°58'57" E 372.75 feet to an iron rod set, thence S 00°59'31" E 269.50 feet to an iron rod found, thence N 89°00'27" E 134.81 feet to the Point of Beginning. Said parcel contains 755883 square feet or 17.35 acres. Bearings based on GPS Observation, USM Network, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per survey by Gary A. Durbin, P.L.S. dated July 13, 2018.



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

Gary A. Durbin, P.L.S. 2401
May 17, 2019
Revised: May 30, 2019
Revised: July 29, 2019
Revised: August 19, 2019

SHEET 1 OF 3 10438

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

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0909H-01-003.016
RE-SUBDIVISION OF PART OF LOT 11
SUBDIVISION NO. 2, BERNARD BAYOU INDUSTRIAL PARK

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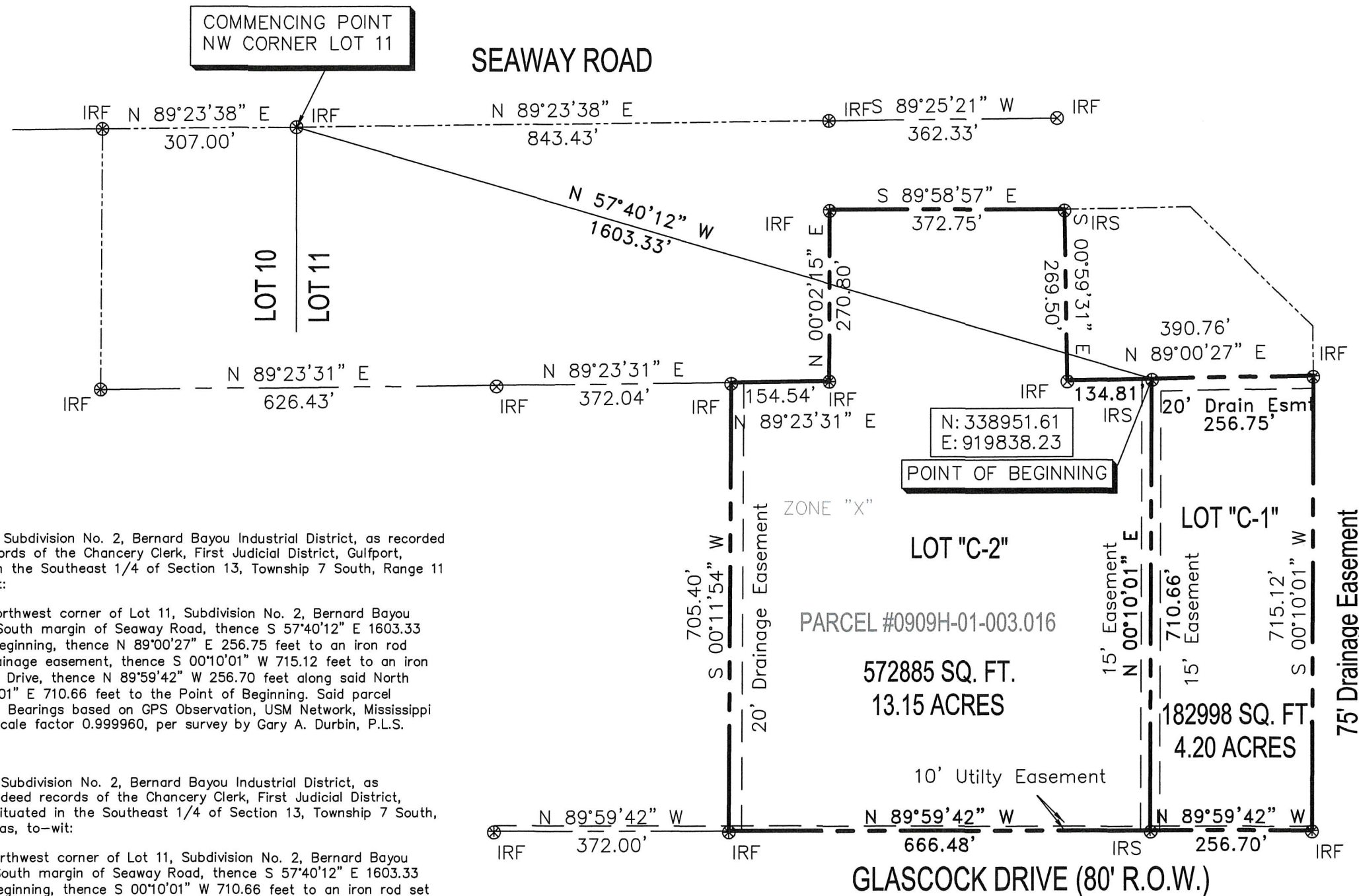
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LOT C-1
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LOT C-2
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This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

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

Gary A. Durbin, P.L.S. 2401
May 17, 2019
Revised: May 30, 2019
Revised: July 29, 2019
Revised: August 19, 2019

SHEET 2 OF 3 10438

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

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0909H-01-003.016
RE-SUBDIVISION OF PART OF LOT 11
SUBDIVISION NO. 2, BERNARD BAYOU INDUSTRIAL PARK

In accordance with Section 9-48 of the Code of Ordinances (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have reviewed and approved this Final Plat for the Re-subdivision of Parcel #0909H-06-003.016 of land in Lots C-1 and C-2. Re-subdivision of part of Lots 10 and 11, Subdivision No. 2, Bernard Bayou Industrial Park, City of Gulfport, First Judicial District of Harrison County, Mississippi. The subject property is generally described as being located at Glascock Drive. The ad valorem tax parcel number of the subject property is 909h-01-003.016. The case file number is _____.

PARENT TRACT

A parcel of land located in part of Lot 11, Subdivision No. 2, Bernard Bayou Industrial District, as recorded in Plat Book 25, Page 26, of the deed records of the Chancery Clerk, First Judicial District, Gulfport, Harrison County, Mississippi, also situated in the Southeast 1/4 of Section 13, Township 7 South, Range 11 West, and being better described as, to-wit:

Commencing at an iron rod marking the Northwest corner of Lot 11, Subdivision No. 2, Bernard Bayou Industrial District, said point being on the South margin of Seaway Road, thence S 57°40'12" E 1603.33 feet to an iron rod set and the Point of Beginning, thence N 89°00'27" E 256.75 feet to an iron rod found, thence S 00°10'01" W 715.12 feet to an iron rod found on the North margin of Glascock Drive, thence N 89°59'42" W 923.18 feet along said North margin to an iron rod set, thence N 00°11'54" E 705.40 to an iron rod found, thence N 89°23'31" E 154.54 feet to an iron rod found, thence N 00°02'15" E 270.80 feet to an iron rod found, thence S 89°58'57" E 372.75 feet to an iron rod set, thence S 00°59'31" E 269.50 feet to an iron rod found, thence N 89°00'27" E 134.81 feet to the Point of Beginning. Said parcel contains 755883 square feet or 17.35 acres. Bearings based on GPS Observation, USM Network, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per survey by Gary A. Durbin, P.L.S. dated July 13, 2018.

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LOT C-2

A parcel of land located in part of Lot 11, Subdivision No. 2, Bernard Bayou Industrial District, as recorded in Plat Book 25, Page 26, of the deed records of the Chancery Clerk, First Judicial District, Gulfport, Harrison County, Mississippi, also situated in the Southeast 1/4 of Section 13, Township 7 South, Range 11 West, and being better described as, to-wit:

Commencing at an iron rod marking the Northwest corner of Lot 11, Subdivision No. 2, Bernard Bayou Industrial District, said point being on the South margin of Seaway Road, thence S 57°40'12" E 1603.33 feet to an iron rod set and the Point of Beginning, thence S 00°10'01" W 710.66 feet to an iron rod set on the North margin of Glascock Drive, thence N 89°59'42" W 666.48 feet along said North margin to an iron rod set, thence N 00°11'54" E 705.40 to an iron rod found, thence N 89°23'31" E 154.54 feet to an iron rod found, thence N 00°02'15" E 270.80 feet to an iron rod found, thence S 89°58'57" E 372.75 feet to an iron rod set, thence S 00°59'31" E 269.50 feet to an iron rod found, thence N 89°00'27" E 134.81 feet to the Point of Beginning. Said parcel contains 572885 square feet or 13.15 acres. Bearings based on GPS Observation, USM Network, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per survey by Gary A. Durbin, P.L.S. dated July 13, 2018.

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

Ratified and Approved by:

Bill Lavers, Executive Director,
Harrison County Development Commission

This _____ day of _____, 2019.

ACKNOWLEDGE

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

This _____ day of _____, 2019.

Notary Public _____ My Commission Expires: _____

PLANNING COMMISSION

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

Keith Williams, Chairman
Gulfport City Planning Commission

Gregory Holmes
Planning Division Administrator

APPROVAL

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

ATTEST: _____ ADOPT: _____

Clerk of Council

President

This re-subdivision plat and certificate of Re-subdivision having been submitted and approved by the Mayor, this _____ day of _____, 2019. 10438

Billy Hewes, Mayor

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

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Gregory Holmes, Planning Administrator
Urban Development Department

Date: August 22, 2019

Re: **Short form Resubdivision Case 1909PC103:**
Harrison County Development Commission, property owner, requests to divide the 14.4-acre tax parcel 0909F-01-001.003 into three new parcels zoned I-2 (Heavy industrial): located 13261 Seaway Road, in Ward 5.

Subject: Resubdivision of tax parcel number 0909F-01-001.003

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

Please place the attached item on the Council agenda for September 3, 2019.

- Site
- Street
- Railroad
- Parcels
- Buildings
- Zoning**
- I-2 - Heavy Industry District
- I-3 - Planned Industrial District
- Water Features

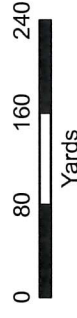
Site Information

0909F-01-001.003

Zoning: I-2 (Heavy Industrial)

Size: 14.4 acres

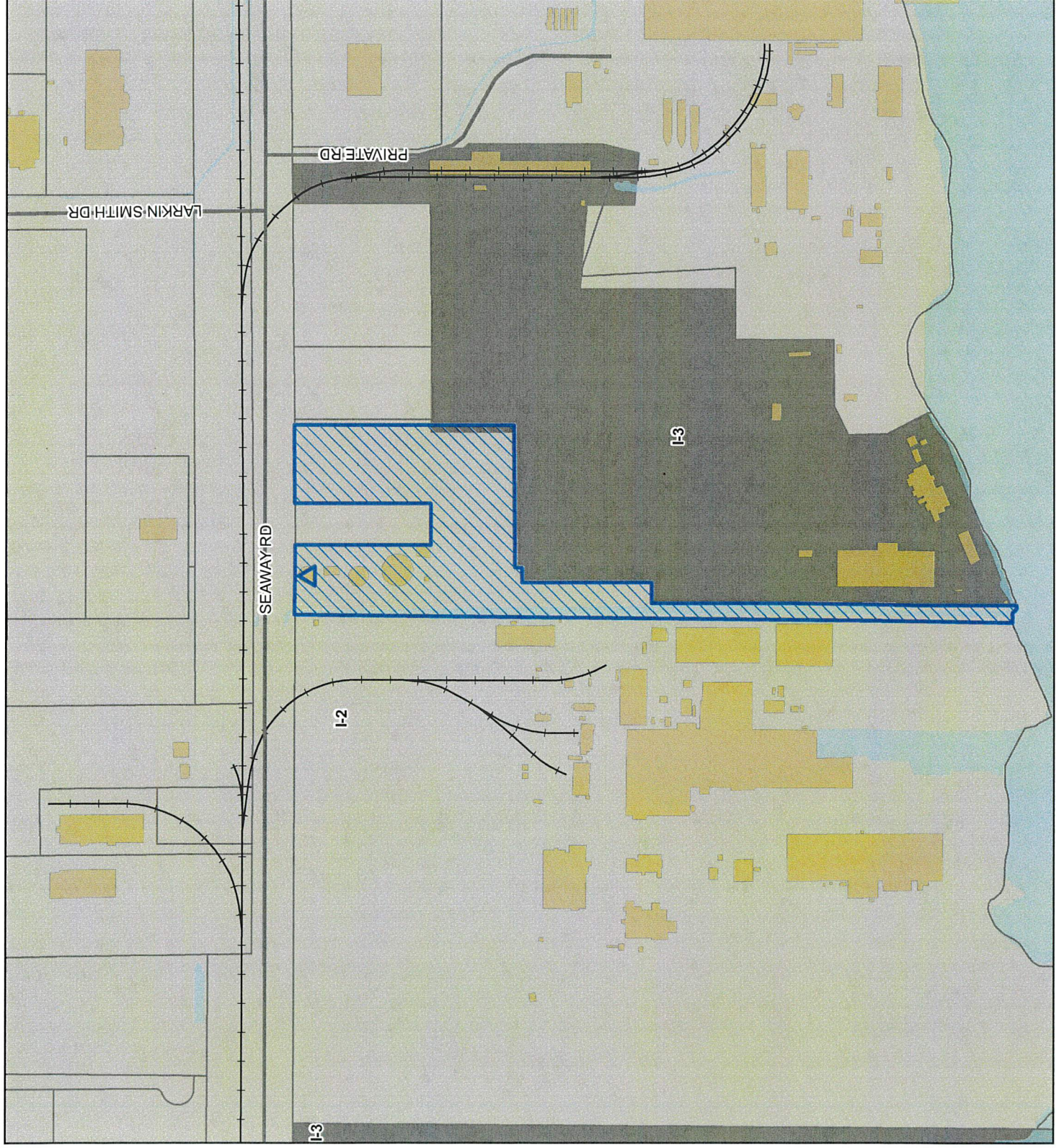
Flood: AE



1 inch = 500 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.





DEPARTMENT OF
URBAN DEVELOPMENT
PLANNING DIVISION

August 22, 2019

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

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

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

RE: Short form Resubdivision Case 1909PC103: Harrison County Development Commission, property owner, requests to divide the 14.4-acre tax parcel 0909F-01-001.003 into three new parcels zoned I-2 (Heavy industrial): located 13261 Seaway Road, in Ward 5.

To Whom It May Concern:

The Gulfport City Council will consider the above referenced request at its next regularly scheduled hearing on **Tuesday, September 3, 2019**, at 1:30 P.M. This hearing will be held in the Council Chambers, located on the second floor of the Gulfport City Hall, 2309 15th Street.

If you have any questions, please contact this office.

Sincerely,
City of Gulfport Planning Division



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

For Staff Use Only

Case File #: 1909PC103

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

0	9	0	9	F

 -

0	1

 -

0	0	1

 .

0	0	3

Address of Property Involved: 13261 Seaway Rd

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

General Location: East of water tower Seaway Rd

GENERAL DESCRIPTION OF REQUEST:

To subdivide the larger parcel into smaller tracts survey provided

3 parcels

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

Harrison County Dev Comm

Printed Name Of Owner

12281 Intraplex Pkwy

Mailing Address

Gulfport MS 39503

City

State

Zip code

228-896-5020

Home Phone

Work/Cell Phone

blavers@mscoast.org

Email

Signature Of Owner

Printed Name Of Agent

Mailing Address

City

State

Zip code

Home Phone

Work/Cell Phone

Email

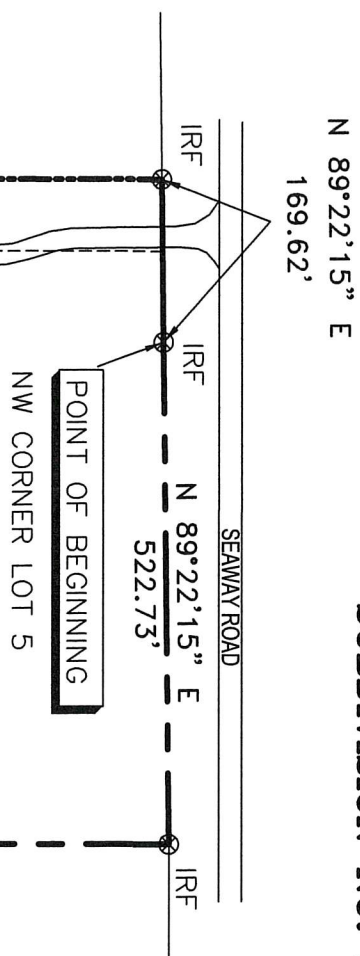
Signature Of Agent

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.

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0909F-01-001.003
RE-SUBDIVISION OF PART OF LOTS 4 AND 5
SUBDIVISION NO. 2, BERNARD BAYOU INDUSTRIAL PARK



SCALE: 1"=200'

PARENT TRACT
719348 SQ. FT.
16.51 ACRES

IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET
P=PLAT OF RECORD
M=MEASURED
D=DEED

LEGAL DESCRIPTION
PARENT TRACT

A parcel of land located in the SE 1/4 of Section 14, Township 7 South, Range 11 West, and being a part of Lots 4 and 5, Subdivision Number 2, Bernard Bayou Industrial District, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Beginning at an iron rod found at the Northwest corner of Lot 5 as per Plat of Subdivision Number 2, as recorded in Plat Book 25, Page 26, said point being on the South margin of Seaway Road, thence N 89°22'15" E 522.73 feet along said south margin to an iron rod found, thence S 00°07'42" W 798.40 feet to an iron rod found, thence S 89°52'18" W 543.05 feet to an iron rod set, thence S 00°11'00" W 470.00 feet, thence N 89°49'00" W 75.00 feet, thence S 00°11'00" W 1320.00 feet to the North shoreline of the Bernard Bayou Industrial Seaway, thence N 89°49'00" W along said North shoreline 75.00 feet to the West margin of a drainage easement, thence N 00°11'00" E 2579.10 feet along said west margin to an iron rod found on the South margin of Seaway Road, thence N 89°22'15" E 169.62 feet to the Point of Beginning. Said parcel contains 719,348 square feet or 16.51 acres. Bearings based on GPS Observation Mississippi East zone, convergence angle -0.130449, scale factor 0.999960 per survey by Gary A. Durbin, P.L.S. dated May 9, 2019.

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

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

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

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

Gary A. Durbin, P.L.S. 2401
Class "B" Survey
May 29, 2019
Revised: July 29, 2019
Revised: August 15, 2019



BERNARD BAYOU INDUSTRIAL SEAWAY

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

SHEET 1 OF 3 10478

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0909F-01-001.003
RE-SUBDIVISION OF PART OF LOTS 4 AND 5
SUBDIVISION NO. 2, BERNARD BAYOU INDUSTRIAL PARK

SEAWAY ROAD

COMMENCING
POINT
NW CORNER LOT 5

N 89°22'15" E
N 89°22'15" E
169.62'
N 89°22'15" E
169.62'

SCALE: 1"=200'

IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET
P=PLAT OF RECORD
M=MEASURED
D=DEED

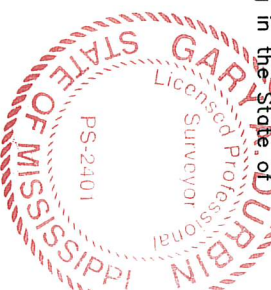
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Gary A. Durbin, P.L.S. 2401
Class "B" Survey
May 29, 2019
Revised: July 29, 2019
Revised: August 15, 2019



A parcel of land located in the SE 1/4 of Section 14, Township 7 South, Range 11 West, and being a part of Lot 5, Subdivision Number 2, Bernard Bayou Industrial District, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

LEGAL DESCRIPTION
PARCEL "A" (PER SURVEY)

Commencing at an iron rod found at the Northwest corner of Lot 5 as per Plat of Subdivision Number 2, as recorded in Plat Book 25, Page 26, said point being on the South margin of Seaway Road, thence N 89°22'15" E 91.79 feet along said south margin to an iron rod set and the Point of Beginning, thence continue N 89°22'15" E 215.41 feet to an iron rod set on said south margin, thence S 00°22'15" W 498.34 feet to an iron rod set, thence S 88°42'13" W 216.29 feet to an iron rod set, thence N 00°27'55" E 500.87 feet to the Point of Beginning. Said parcel contains 107807 square feet or 2.47 acres. Bearings based on GPS Observation Mississippi East zone, convergence angle -0.130449, scale factor 0.999960 per survey by Gary A. Durbin, P.L.S. dated May 9, 2019.

LEGAL DESCRIPTION
PARCEL "B" (PER SURVEY)

A parcel of land located in the SE 1/4 of Section 14, Township 7 South, Range 11 West, and being a part of Lot 5, Subdivision Number 2, Bernard Bayou Industrial District, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at an iron rod found at the Northwest corner of Lot 5 as per Plat of Subdivision Number 2, as recorded in Plat Book 25, Page 26, said point being on the South margin of Seaway Road, thence N 89°22'15" E 307.20 feet along said south margin to an iron rod set and the Point of Beginning, thence continue N 89°22'15" E 215.53 feet to an iron rod found on said south margin, thence S 00°07'42" W 495.77 feet to an iron rod set, thence S 88°42'13" W 217.69 feet to an iron rod set, thence N 00°22'15" E 498.34 feet to the Point of Beginning. Said parcel contains 107640 square feet or 2.47 acres. Bearings based on GPS Observation Mississippi East zone, convergence angle -0.130449, scale factor 0.999960 per survey by Gary A. Durbin, P.L.S. dated May 9, 2019.

LEGAL DESCRIPTION
PARCEL "C" (PER SURVEY)

A parcel of land located in the SE 1/4 of Section 14, Township 7 South, Range 11 West, and being a part of Lot 5, Subdivision Number 2, Bernard Bayou Industrial District, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at an iron rod found at the Northwest corner of Lot 5 as per Plat of Subdivision Number 2, as recorded in Plat Book 25, Page 26, said point being on the South margin of Seaway Road, thence N 89°22'15" E 522.73 feet to an iron rod found on said south margin, thence S 00°07'42" W 495.77 feet to an iron rod set and the Point of Beginning, thence continue S 00°07'42" W 302.63 feet, thence N 89°52'18" W 595.14 feet to an iron rod set on the east margin of a roadway, thence N 00°52'21" W 292.26 feet to an iron rod set on said east margin, thence S 89°44'34" E 166.39 feet to an iron rod set, thence N 89°42'13" E 433.98 feet to the Point of Beginning. Subject to a 30 foot Access Easement across the north line. Said parcel contains 176802 square feet or 4.06 acres. Bearings based on GPS Observation Mississippi East zone, convergence angle -0.130449, scale factor 0.999960 per survey by Gary A. Durbin, P.L.S. dated May 9, 2019.

LEGAL DESCRIPTION
PARCEL "D" (PER SURVEY)

A parcel of land located in the SE 1/4 of Section 14, Township 7 South, Range 11 West, and being a part of Lot 5, Subdivision Number 2, Bernard Bayou Industrial District, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Beginning at an iron rod found at the Northwest corner of Lot 5 as per Plat of Subdivision Number 2, as recorded in Plat Book 25, Page 26, said point being on the South margin of Seaway Road, thence N 89°22'15" E 91.79 feet to an iron rod found on said south margin, thence S 00°27'55" W 500.87 feet to an iron rod set, thence N 89°44'34" W 166.39 feet, thence S 00°52'21" E 292.26 feet, thence S 89°52'18" E 52.09 feet, thence S 00°11'00" W 470.00 feet, thence N 89°49'00" W 75.00 feet, thence S 00°11'00" W 1320.00 feet to the North shoreline of Bernard Bayou Industrial Seaway, thence N 89°49'00" W 75.00 feet to the West margin of a 75 foot Drainage Easement, thence N 00°11'00" E 2579.10 feet along said West line to an iron rod found on the South margin of Seaway Road, thence N 89°22'15" E 169.62 feet along said South margin to the Point of Beginning. Said parcel contains 327,099 square feet or 7.51 acres. Bearings based on GPS Observation Mississippi East zone, convergence angle -0.130449, scale factor 0.999960 per survey by Gary A. Durbin, P.L.S. dated May 9, 2019.

N 89°49'00" W
75.00'
BERNARD BAYOU INDUSTRIAL SEAWAY

SHEET 2 OF 3 10478

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

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0909F-01-001.003
RE-SUBDIVISION OF PART OF LOTS 4 AND 5
SUBDIVISION NO. 2, BERNARD BAYOU INDUSTRIAL PARK

In accordance with Section 9-48 of the Code of Ordinance (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have reviewed and approved this Final Plat for the Re-subdivision of Parcel #0909H-01-003.011 of land in Lots A, B, C and D. Re-subdivision of part of Lots 4 and 5, Subdivision No. 2, Bernard Bayou Industrial Park, City of Gulfport, First Judicial District of Harrison County, Mississippi. The subject property is generally described as being located at Glascock Drive. The ad valorem tax parcel number of the subject property is 0909F-01-001.003. The case file number is _____.

LEGAL DESCRIPTION
PARENT TRACT

A parcel of land located in the SE 1/4 of Section 14, Township 7 South, Range 11 West, and being a part of Lots 4 and 5, Subdivision Number 2, Bernard Bayou Industrial District, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Beginning at an iron rod found at the Northwest corner of Lot 5 as per Plat of Subdivision Number 2, as recorded in Plat Book 25, Page 26, said point being on the South margin of Seaway Road, thence N 89°22'15" E 522.73 feet along said south margin to an iron rod found, thence S 00°07'42" W 798.40 feet to an iron rod found, thence S 89°52'18" W 543.05 feet to an iron rod set, thence S 00°11'00" W 470.00 feet, thence N 89°49'00" W 75.00 feet, thence S 00°11'00" W 1320.00 feet to the North shoreline of the Bernard Bayou Industrial Seaway, thence N 89°49'00" W along said North shoreline 75.00 feet to the West margin of a drainage easement, thence N 00°11'00" E 2579.10 feet along said west margin to an iron rod found on the South margin of Seaway Road, thence N 89°22'15" E 169.62 feet to the Point of Beginning. Said parcel contains 719,348 square feet or 16.51 acres. Bearings based on GPS Observation Mississippi East zone, convergence angle -0.130449, scale factor 0.999960 per survey by Gary A. Durbin, P.L.S. dated May 9, 2019.

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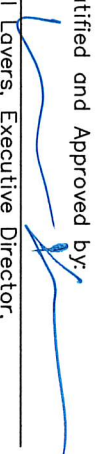
LEGAL DESCRIPTION
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The applicant hereby covenants and agrees to indemnify and hold harmless the City of Gulfport, its agents, servants, and or employees against any and all claims, demands, or causes of action of whatever nature which may arise as a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

Ratified and Approved by:

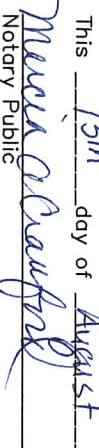

Bill Lavers, Executive Director,
Harrison County Development Commission

This 15 day of August, 2019.

ACKNOWLEDGE

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

This 15th day of August, 2019.


Notary Public

My Commission Expires: Nov. 3, 2021

PLANNING COMMISSION

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

Keith Williams, Chairman
Gulfport City Planning Commission

Gregory Holmes
Planning Division Administrator

APPROVAL

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

ATTEST: _____ ADOPT: _____

Clerk of Council

President

This re-subdivision plat and certificate of Re-subdivision having been submitted and approved by the Mayor, this _____ day of _____, 2019.

Billy Hewes, Mayor

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: August 26, 2019

Re: Final Plat 1906PC077, by agent Brown, Mitchell, & Alexander, Inc., tax parcel 0908C-01-001.000, Approval of Final Plat for 8-lot subdivision (Florence Gardens Phase 5-A), O'Neal Rd, Ward 6

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Hewes

Second: Mr. Anthony

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

Action: Motion was carried unanimously

Speaking for the Petition:

1. Ben Smith
2. Ryan Goldin

Speaking against the Petition: None

On June 27, 2019, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for September 3, 2019.

Technical Report
Final Plat
(Florence Gardens Phase 5-A)

GENERAL INFORMATION

Case File Number: 1906PC077

Hearing Date: June 27, 2019

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

Legal: Final Plat 1906PC077, by agent Brown, Mitchell, & Alexander, Inc., tax parcel 0908C-01-001.000, Approval of Final Plat for 8-lot subdivision (Florence Gardens Phase 5-A), O'Neal Rd, Ward 6

TECHNICAL DETAILS

The applicant requests approval of a Final Plat to create a new 8-lot, 2.5-acre, residential subdivision, named Florence Gardens Phase 5-A, which is extracted from a 134-acre parcel to create a property on tax parcel 0908C-01-001.000. This new subdivision is a continuation of Florence Gardens residential development.

The zone of this area recently changed from R-1-15 to R-1-7.5, approved by both the Planning Commission and City Council. Regulations state that the minimum property size for new single-family homes in this zoning district is 7,500 square feet with a front yard setback of 25 feet, side and rear yard setbacks of 8 feet, and a width of at least 60 feet. In review of the Final Plat, the applicant meets or exceeds the City's lot size requirements for this zoning district. Street access created for this subdivision is a straight-of-way that is connected to existing roadways and will provide an ingress and egress off of O'Neal Road with the completion of Phase 5 with the presumed future Phase 5-B.

There are several concerns with this final plat application. The general plan that this plat is based on, Florence Gardens Phase V, is 21 lots total and includes the new street (Alphabet Road, though the plat erroneously has it labeled Alphabet Street) extending all the way north to O'Neal Road. However, the applicant is requesting to split Phase V into multiple sub-phases. This application is for Phase 5-A, which only includes the 8 southernmost lots of Phase V. Furthermore, the applicant has been told that further subdivisions cannot occur in Florence Gardens until the second entrance off of O'Neal Road and Phase V are complete. This second entrance was originally planned to be part of Phase IV with Westwood Place, but the road was turned into a cul-de-sac during the construction phase, eliminating any access to O'Neal Road. Recently, there have also been issues with construction occurring on Phases V and VI without approved and paid construction permits and trees being cleared without tree permits.

The applicant previously provided a copy of the master plan for Alphabet Road (attached) that shows it extending from O'Neal Road in the north to the existing portion of the street in the south of the Florence Gardens neighborhood. It is yet unclear as to when the entire road will be completed and fully connected, though another portion of the street is planned in Phase VI. The master plan for Alphabet Road could categorizes it as a collector street rather than a minor street, which requires a right-of-way width of 80 feet rather than the 60 feet that has been planned. The full length of the street will eventually span the entire distance of the subdivision, which is approximately one mile. The neighborhood currently has approximately 190 single-family sites, with more in the immediate planning and construction phases already and an unknown number in plan for the future. Thus, the geographic size of the Florence Gardens neighborhood and the growing number of residents with plans for future phases may be extensive enough

Technical Report

Final Plat

(Florence Gardens Phase 5-A)

to warrant a collector street designation in the neighborhood. Preservation Drive, the only entrance and only street that currently spans the neighborhood, has a ROW width of 70 feet, so it cannot be considered a collector road.

Furthermore, the south end of Alphabet Road, which is the only portion that currently exists, could connect to the public road of Arledge Street (map of area attached) through a redesign or final plat of the private drive that is currently gated and provides intermittent access to the preschool only. This southern access to the neighborhood has been discussed previously as it would provide better access to the neighborhood for residents and first responders. However, so far, the entirety of Florence Gardens, which is over 346 acres large, is solely accessed off of O'Neal Road via Preservation Drive. Even when Phase V is complete, along with the portion of Alphabet Road, the second entrance is still off of O'Neal Road and only approximately 700 feet away from the current entrance. This being said, it is presumed that emergency personnel are able to access the gate on Arledge Street if necessary, as is typically required with any gated community or site. Another entrance to the neighborhood could also be achieved by connecting to Latimer Road, either via Lake Florence Road, Alphabet Road, or Arledge Street (map attached).

As seen in the attached map of the previous plats of the neighborhood, Florence Gardens has gone through several design changes over the years. The official master plan of Florence Gardens has not been changed with the City of Gulfport, and the latest developments have strayed a bit from the master plan. In order to remedy some of the differences from the master plan, the Florence Gardens Consolidated Review Committee (CRC) has granted warrants in the areas that are subject to Smart Code. However, the area encompassed by Phase 5-A utilizes traditional zoning and does not require variances or warrants at this time.

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 that the covenants for the existing Florence Gardens subdivision will apply for this request.

Any approval should consider these conditions:

1. Complete the infrastructure work associated with the tie-in to O'Neal Road.
2. All water, sewer, and drainage must be coordinated through Public Works.
3. Must meet all City of Gulfport Ordinances and current Building Codes including ADA accessibility.
4. Street name is continuation Alphabet Road. Label and right-of-width must be corrected.
5. All pending permit payments must be paid.
6. Final plat required to be drawn at a scale of 1 inch equals 200 feet.
7. Lot setback lines should be labeled.
8. Attendant items still needed:
 - a. Engineering plans. The cross sections and profiles of streets showing grades approved by the city engineer. The profiles shall be drawn to city standard scales and elevations and shall be based on a datum plane that is mean gulf level.
 - b. Abstracts. An abstract of title disclosing a good and merchantable fee simple title in the landowner. A title insurance policy may be substituted for the abstract if specifically approved by the planning commission.
9. No more phases will be permitted until the second entrance to the neighborhood is complete.

7.12

Technical Report
Final Plat
(Florence Gardens Phase 5-A)

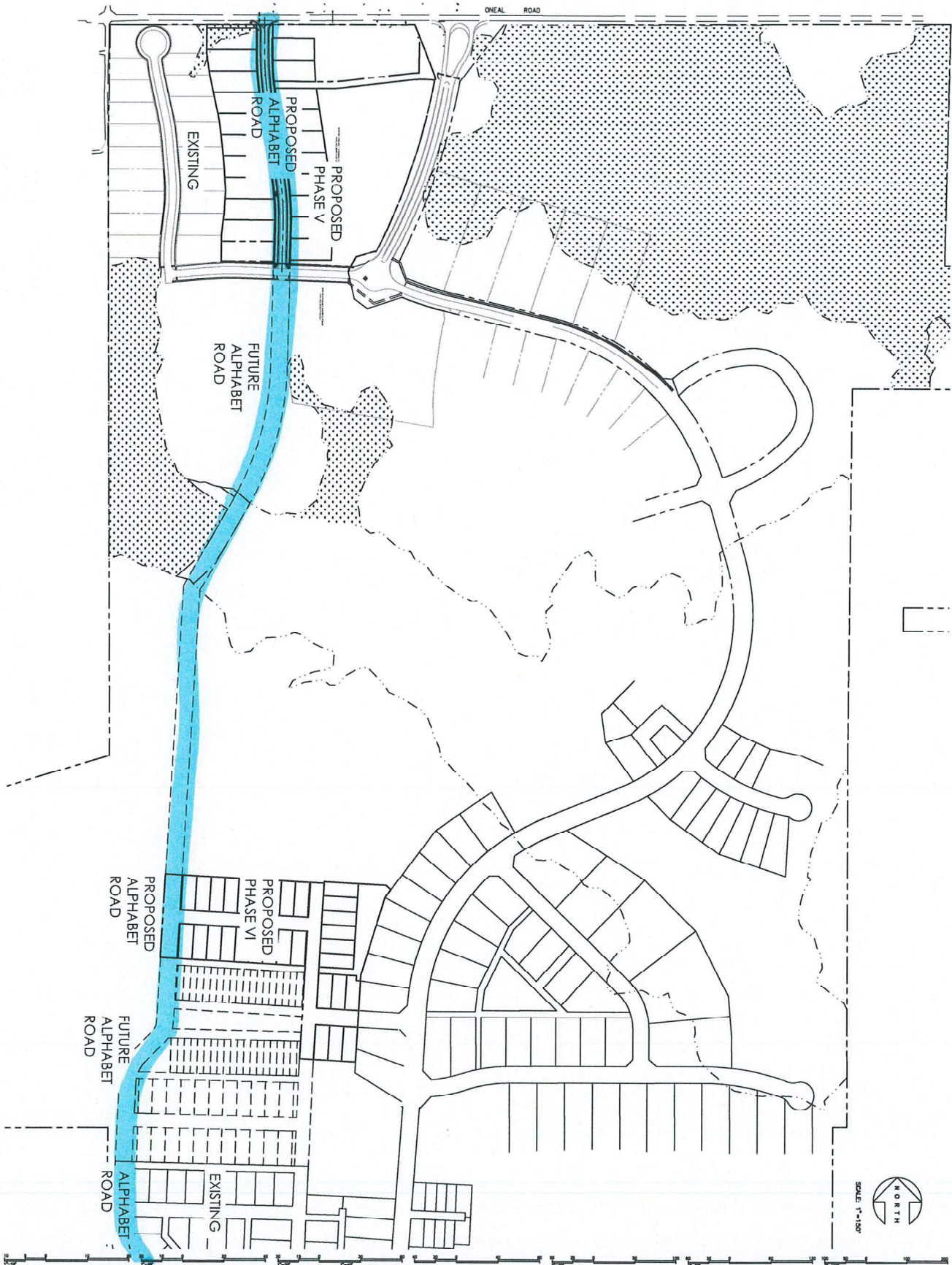
DEPARTMENTAL CONDITIONS

<u>Engineering:</u>	Conditions: Complete the infrastructure work associated w/ the tie-in to O'Neal Road. Memo dated 12 June 2019.
<u>Public Works:</u>	Conditions: All water, sewer, and drainage must be coordinate through PW. Memo dated 10 June 2019.
<u>Traffic and Safety:</u>	No conditions. Memo dated 7 June 2019.
<u>Building Code Services:</u>	Conditions: Must meet all City of Gulfport Ordinances and current Building Codes including ADA accessibility. Memo dated 17 June 2019.
<u>GIS:</u>	Final plat .dwg must include Edge of Pavement, Water Utilities, Sewer Utilities and drainage infrastructure. Memo date 10 June 2019. (Comprehensive .dwg file sent to Engineering and forwarded to GIS.)
<u>Police Department:</u>	No conditions. Memo dated 17 June 2019.
<u>Fire Department:</u>	Conditions: 248 IFC Appendix C Sect 105 – Distribution of fire hydrants. Memo dated 10 June 2019.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Pietrangelo
Director of Urban Development Department



FLORENCE GARDENS
PHASE V
 GULFPORT, MISSISSIPPI
ALPHABET ROAD LAYOUT

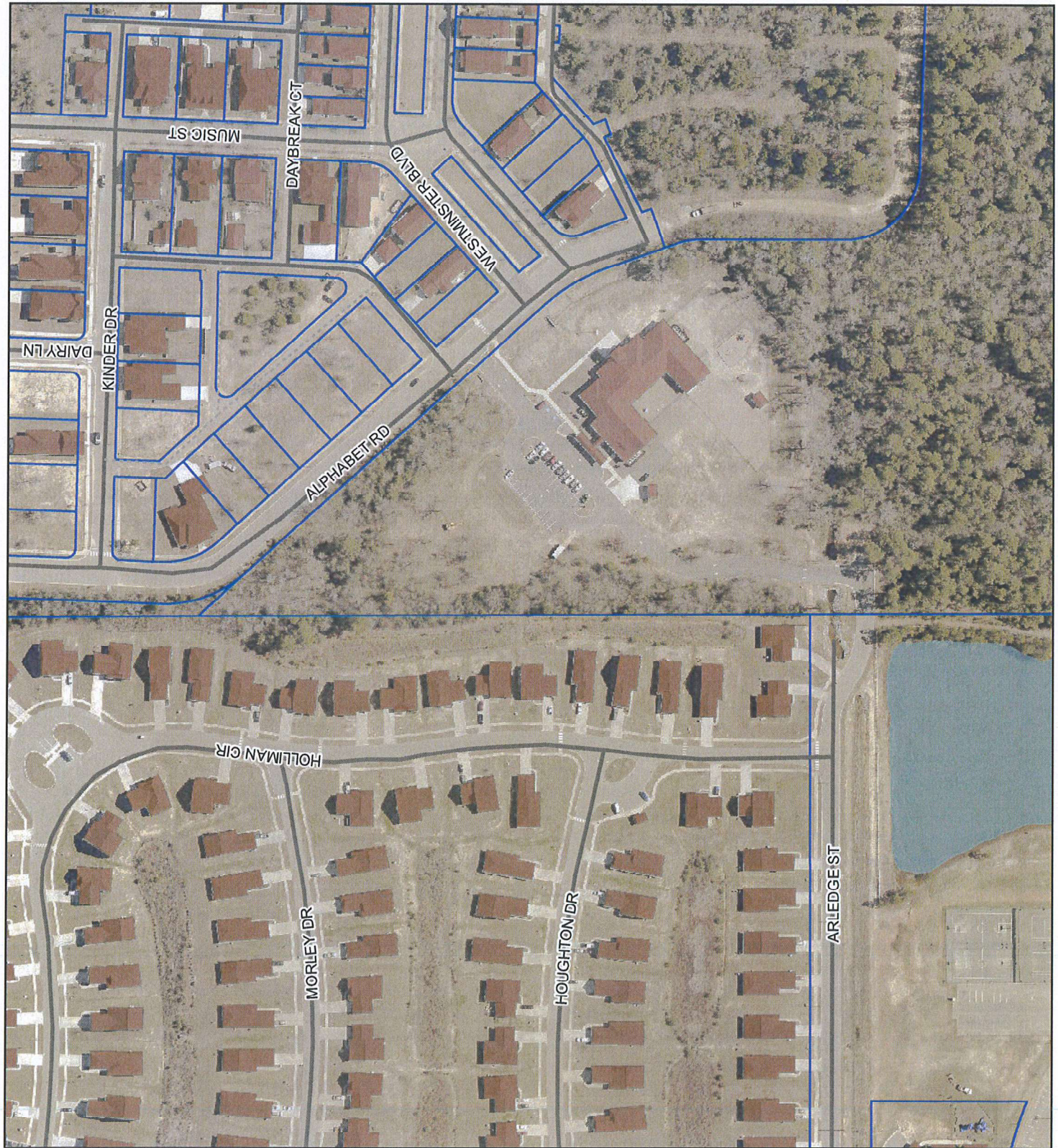
PRELIMINARY



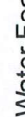
bma **BROWN, MITCHELL & ALEXANDER, INC.**
 CONSULTING ENGINEERS
 www.bmaengineers.com

CELEBRATING 50 YEARS
 481 Canton Road, Suite A, Gulfport, MS 39507 (228)664-7612
 794 Vieux Marche, 2nd Floor, Moss, MS 39530 (228)436-7612
 3103 Poydras Street, New Orleans, LA 70112 (228)664-7612

Area Map of Existing Alphabet Road

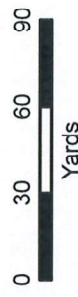


Legend

-  Street
-  Alley
-  Parcels
-  Buildings
-  Water Features

Site Information

- Alphabet Road began construction in 2009
- Preschool/Kindergarten constructed in 2015; includes private road access to Arledge St, which is currently the only other entrance to Florence Gardens and remains gated
- Arledge St is a public road platted on City of Gulfport property



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.



Legend

-  Street
-  Alley
-  Parcels
-  Buildings
-  Water Features

Site Information

Other possible connections could be made to Latimer Rd, either via Alphet Rd, Lake Florence Rd, or Arledge St



1 inch = 400 feet



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Legend

-  Current Street
-  Alley
-  2006 Master Plan
-  2008 Master Plan

Site Information

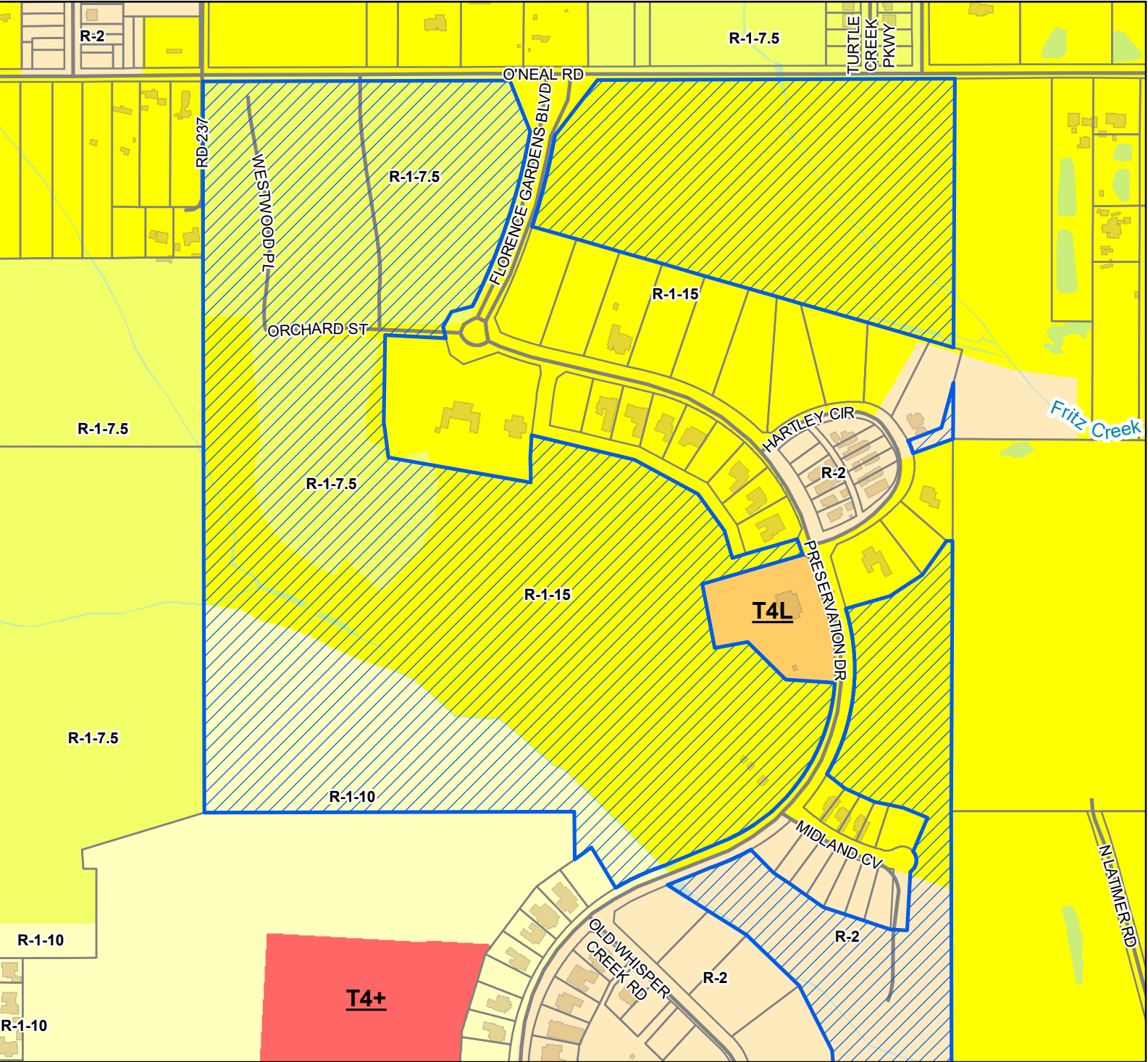
The entire neighborhood of Florence Gardens has gone through multiple design changes, which can be seen in changes to the parcels in 2006 and 2008. The original Florence Gardens master plan document includes areas for commercial uses, which have yet to be realized.



1:10,000



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Site

Street

Parcels

Buildings

Smart Code

T4+

T4L

Zoning

R-1-10 - Single Family Residence (Low Density)

R-1-15 - Single Family Residence District (Low Density)

R-1-7.5 - Single Family Residence District (Low Density)

R-2 - Single Family Residence District (Medium Density)

Water Features

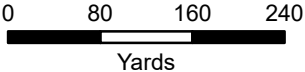
Site Information

0908C-01-001.000

Zoning: R-1-7.5 (Single-family)

Size: 3.45 acres

Flood: X



1 inch = 500 feet



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\$225.00



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	9	0	8	C	-	0	1	-	0	0	1	●	0	0	0
					-			-				●			
					-			-				●			

For Staff Use Only

Case File #: 1906PC 077

Date Received: 5/10/19

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

Size: _____

(If necessary, use separate sheet of paper)

Address of Property Involved: _____

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

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Divide the parcel into eight (8) lots for the purpose of sale from home development

FG P4IA

OWNERSHIP AND CERTIFICATION:

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

OWNER

Florence Gardens, LLC

Printed Name Of Owner

12321 Preservation Drive

Mailing Address

Gulfport MS 39503

City State Zip code

Home Phone Work/Cell Phone

Email

Signature Of Owner

AGENT

Brown, Mitchell & Alexander, Inc.

Printed Name Of Agent

796 Howard Avenue, 2nd Floor

Mailing Address

Biloxi MS 39530

City State Zip code

(228) 436-7612

Home Phone Work/Cell Phone

nick@bmaengineers.com

Email

Signature Of Agent

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

☐

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

November 9, 2018

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

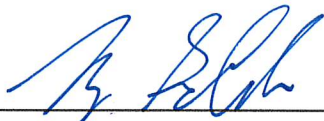
**RE: Covenants
Florence Gardens (Tax Parcel: 908C-01-001.000)
Gulfport, Mississippi**

To Whom It May Concern:

This is to advise that Florence Gardens, LLC, currently owns property, more specifically located West of Florence Gardens Boulevard; North of Orchard Street; East of Westwood Place; South of O'Neal Road, Gulfport, Mississippi (also being tax parcel: 0908C-01-001.000).

With this letter, Florence Gardens, LLC, declares that the covenants for the existing Florence Gardens subdivision will apply for this request.

Sincerely,



Florence Gardens, LLC
12321 Preservation Drive
Gulfport, MS 39503
(228) 575-7738


NOTARY PUBLIC

STATE OF MISSISSIPPI

COUNTY OF HARRISON

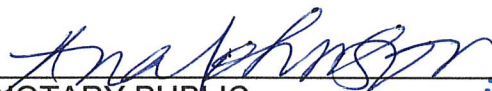
I, Ryan Goldin, attest that there are no restrictive or prohibitive covenants prohibiting the division of property associated with Tax Parcel # 0908C-01.001.000.


FLORENCE GARDENS, LLC

DATE: 11-9-18

VP & DIRECTOR OF OPERATIONS
TITLE

SWORN TO AND SUBSCRIBED TO ME before this 9 day of Nov, 2018.


NOTARY PUBLIC



THE WESTWOOD DISTRICT FLORENCE GARDENS PHASE 5-A

A SUBDIVISION LOCATED IN SECTION 2, TOWNSHIP 7 SOUTH, RANGE 11 WEST,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

PROPERTY DESCRIPTION

BOUNDARY DESCRIPTION: The Westwood District Florence Gardens Phase 5-a

A parcel of land situated and being located in the NW 1/4 of the NE 1/4 of Section 2, Township 7 South, Range 11 West, in the City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

Beginning at a 1/2" iron rod found at the southeast corner of Lot 20, The Westwood District, Florence Gardens Phase 4 - Amended as recorded in Plat Book 58, Page 11, at the office of the Chancery Clerk of Harrison County, First Judicial District, (said Point Of Beginning having grid coordinates N.352522.63 and E.912861.73 based on the Mississippi State Plane Coordinate System, East Zone (2301), NAD 83 (U.S. Survey feet), coordinates and courses herein are grid values based on said coordinate system using a scale factor of 0.999955839 with a convergence angle of -00°06'53.66374" (at the Point Of Beginning)); thence along the east boundary of The Westwood District, Florence Gardens Phase 4 - Amended the following four courses: N 00°06'07" E 94.92 feet to a 1/2" iron rod set; N 06°31'59" E 80.51 feet to a 1/2" iron rod set; N 03°04'21" E 80.11 feet to a 1/2" iron rod set; N 03°39'09" W 49.66 feet to a 1/2" iron rod set; thence S 89°53'53" E 170.52 feet to a 1/2" iron rod set; thence N 09°00'06" W 294.50 feet to a 1/2" iron rod set at the beginning of a curve to the right; thence northerly 155.32 feet along said curve being concave to the east, having a central angle of 08°40'56", with a radius of 1,025.00 feet, and also having a chord bearing and distance of N 04°39'38" W 155.18 feet to a 1/2" iron rod set; thence N 00°19'09" W 105.63 feet to a 1/2" iron rod set on the existing south right-of-way of Oneal Road; thence N 89°52'23" E 60.00 feet along said right-of-way to a 1/2" iron rod set; thence S 00°19'09" E 105.42 feet to a 1/2" iron rod set at the beginning of a curve to the left; thence southerly 146.23 feet along said curve being concave to the east, having a central angle of 08°40'56", with a radius of 965.00 feet, and also having a chord bearing and distance of S 04°39'38" E 146.09 feet to a 1/2" iron rod set; thence S 09°00'06" E 276.99 feet to a point being referenced by a 1/2" iron rod set S 89°53'53" E 1.00 foot; thence S 89°53'53" E 150.00 feet to a 1/2" iron rod set; thence S 07°38'22" E 77.99 feet to a 1/2" iron rod set; thence S 03°28'45" E 77.98 feet to a 1/2" iron rod set; thence S 00°27'10" W 77.99 feet to a 1/2" iron rod set; thence S 01°15'34" W 78.00 feet to a 1/2" iron rod set; thence N 89°53'53" W 150.00 feet to a 1/2" iron rod set; thence S 01°15'34" W 25.00 feet to a 1/2" iron rod set on the existing north right-of-way of Orchard Street; thence N 87°42'05" W 174.33 feet along said right-of-way to a 1/2" iron rod set at the beginning of a curve to the left; thence westerly and along said right-of-way 75.86 feet along said curve being concave to the south, having a central angle of 04°13'12", with a radius of 1,030.00 feet, and also having a chord bearing and distance of N 89°48'41" W 75.84 feet to the Point Of Beginning.

Said parcel of land contains 154,862 square feet, or 3.56 acres, more or less.

OWNER'S DEDICATION

This is to certify that FLORENCE GARDENS, LLC, is the owner of record of the tract of land described herein, and hereby declares this to be the official plat of THE WESTWOOD DISTRICT, FLORENCE GARDENS, PHASE 5-A and further dedicates the streets and easements as shown hereon to the City of Gulfport forever.

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

FLORENCE GARDENS, LLC

By:

RYAN GOLDIN, Manager/Member

ACKNOWLEDGMENT

State of Mississippi
County of Harrison

Personally appeared before me, the undersigned authority, in and for the aforesaid county and state, RYAN GOLDIN, Manager/Member, of FLORENCE GARDENS, LLC, who acknowledged to me that he signed, sealed, and delivered this plat as authorized to do so by the corporation on the day and in the 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 COMMISSION

The Plat of THE WESTWOOD DISTRICT, FLORENCE GARDENS, PHASE 5-A is hereby approved and accepted by the Gulfport City Planning Commission in accordance with its procedure for approving this plat and plans this the _____ day of _____, 2019

CHAIRMAN, CITY PLANNING COMMISSION

CERTIFICATE OF ACCEPTANCE

This Plat has been submitted to and approved by the Mayor and City Council of the City 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

CITY CLERK, CITY OF GULFPORT

SURVEYOR'S CERTIFICATE

I, JEFFREY C. COLLINS, 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, that the monuments shown as set have been set, and that the error of closure is better than 1:10,000.

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

JEFFREY C. COLLINS, P.S. No. 2742

ACKNOWLEDGMENT

State of Mississippi
County of Harrison

Personally appeared before me, the undersigned authority, in and for the aforesaid county and state, JEFFREY C. COLLINS, P.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

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

CERTIFICATE OF COMPARISON

We, the undersigned, do hereby certify that we have compared the ORIGINAL plat with the DUPLICATE plat of THE WESTWOOD DISTRICT, FLORENCE GARDENS, PHASE 5-A and find the same to be an exact duplicate thereof.

CHANCERY CLERK

DEPUTY CLERK

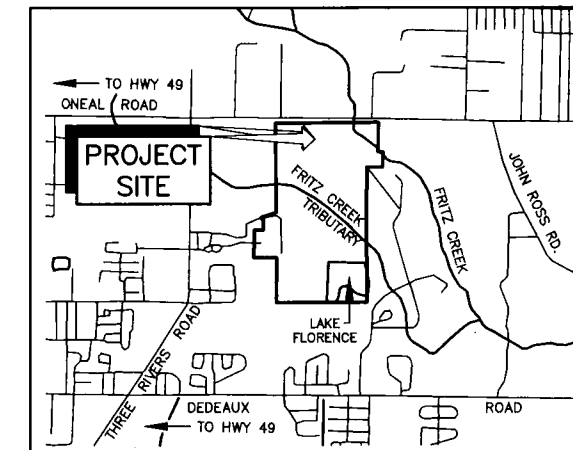
JEFFREY C. COLLINS, P.S.

CITY ENGINEER'S APPROVAL

A bond or certified check has been posted, which is available to the city and in sufficient amount to assure such completion of all required improvements.

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

GULFPORT CITY ENGINEER



VICINITY MAP
(N.T.S.)



GRAPHIC SCALE (IN FEET)

80 0 40 80 160

(1 INCH) (1 INCH) (1 INCH)

SETBACKS

25' FYSB (FRONT YARD SET BACK)
8' SYSB (SIDE YARD SET BACK)
8' RYSB (REAR YARD SET BACK)

NOTE: ALL SETBACKS ARE SUBJECT TO
PLATTED EASEMENTS.

Bearings are grid bearings based on the following datum: NAD83 Mississippi State Plane Coordinates, East Zone (2301), US Survey Feet derived by a TOPCON HIPER V series G.P.S. receiver utilizing a Real Time Network administered by Earl Dudley, Inc. Scale Factor = 0.999955839 Convergence Angle = $-0^{\circ}06'53.66374''$ (at the Point Of Beginning)

LEGEND

- = 1/2" iron rod found
 ⊙ = 1/2" iron rod set

CURVE NO.	LENGTH	DELTA ANGLE	RADIUS	CHORD BEARING	CHORD DIST.
C-1	146.23'	8°40'56"	965.00'	S 4°39'38" E	146.09'
C-2	75.86'	4°13'12"	1,030.00'	N 89°48'41" W	75.84'
C-3	155.32'	8°40'56"	1,025.00'	N 4°39'38" W	155.18'
C-4	62.49'	3°24'02"	1,052.98'	N 7°18'05" W	62.48'
C-5	78.00'	4°14'39"	1,052.99'	N 3°28'45" W	77.98'
C-6	48.09'	2°36'55"	1,053.52'	N 0°02'56" W	48.09'
C-7	23.13'	1°19'07"	1,005.17'	N 0°35'33" E	23.13'
C-8	77.50'	4°25'31"	1,003.40'	N 2°18'39" W	77.48'
C-9	77.14'	4°25'45"	997.82'	N 6°46'55" W	77.12'
C-10	45.68'	6°44'45"	388.00'	N 86°43'45" E	45.65'
C-11	33.39'	4°27'33"	429.06'	N 85°40'42" E	33.38'
C-12	88.31'	12°51'00"	393.77'	S 89°52'38" W	88.13'
C-13	48.51'	6°44'45"	412.00'	S 86°43'45" W	48.48'

PRELIMINARY

CULVERT TABLE	
LOT NUMBER	CULVERT
8-11 & 18-21	11"x17" RCAP

NOTE: By graphical plotting only, this parcel is located in "ZONE X" of the flood hazard boundary and flood insurance rate map.
Map Number: 28047C-0260-G
Effective Date: June 16, 2009

SHEET 2 OF 2

S:\3405-11\Phase 4 Plot\3405-11_Phase_5_Plot\plotted 5/8/2019\DBT

NOW OR FORMERLY
FLORENCE GARDENS LLC
(INST# 2005-13959-D-J1)
TAX PARCEL 0908C-01-001.000

PROPOSED FUTURE DEVELOPMENT

THE WESTWOOD DISTRICT
FLORENCE GARDENS PHASE 5-A

401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)864-7612
Fax(228)864-7676

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

**BROWN, MITCHELL
& ALEXANDER, INC.**
ENGINEERS & LAND SURVEYORS

CELEBRATING
50
YEARS

796 Vieux Marche,
2nd Floor,
Biloxi, MS 39530
(228)436-7612
Fax.(228)436-7676

November 9, 2018

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

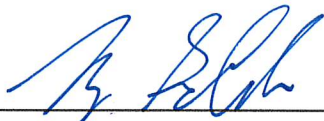
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Sincerely,



Florence Gardens, LLC
12321 Preservation Drive
Gulfport, MS 39503
(228) 575-7738


NOTARY PUBLIC

STATE OF MISSISSIPPI

COUNTY OF HARRISON

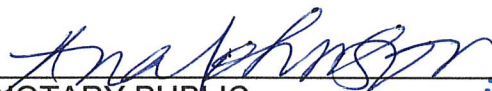
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FLORENCE GARDENS, LLC

DATE: 11-9-18

VP & DIRECTOR OF OPERATIONS
TITLE

SWORN TO AND SUBSCRIBED TO ME before this 9 day of Nov, 2018.


NOTARY PUBLIC



RE: Final Plat 1906PC077, by agent Brown, Mitchell, & Alexander, Inc., tax parcel 0908C-01-001.000, Approval of Final Plat for 8-lot subdivision (Florence Gardens Phase 5-A), O'Neal Rd, Ward 6

To Whom It May Concern:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, June 27, 2019**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, June 27, 2019**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. Finally, the application is available for viewing in the Planning Division office at 1410 24th Avenue.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y	1	0908C-01-001.000	Florence Gardens, LLC (owner)	12321 Preservation Drive	Gulfport	MS	39503
Y			Brown, Mitchell, & Alexander, Inc (agent)	796 Howard Ave, 2nd Floor	Biloxi	MS	39530
Adjacent Property Owners							
Y	129015	0908C-01-001.020	AES INVESTMENTS LLC	1720 22ND AVE STE C	GULFPORT	MS	39501
Y	129006	0908C-01-001.011	BAKER DONALD G & MARY A -TRUSTEES-	13059 HARTLEY CIR	GULFPORT	MS	39503
Y	105582	0907N-01-003.003	BANKS ANNEITTA E	15350 HWY 49 N	GULFPORT	MS	39503
	129050	0908C-01-001.024	BORMANN LEAANN	13058 MIDLAND COVE	GULFPORT	MS	39503
Y	129010	0908C-01-001.015	BRODSKY ELIA & KAYCI A SLAGEL	12444 PRESERVATION DR	GULFPORT	MS	39503
Y	129047	0908F-01-034.000	BROSIG THOMAS J & ROBIN MIDCALF	13081 LAKE FLORENCE RD	GULFPORT	MS	39503
	130173	0908C-01-001.028	BROSIG THOMAS J & ROBIN MIDCALF	P O BOX 7096	GULFPORT	MS	39506
Y	129044	0908F-01-031.000	BURRELL ANDREW C & ASHLEY	12562 LAKE VILLIAGE DRIVE	GULFPORT	MS	39507
Y	129005	0908C-01-001.010	CHAPMAN ANDREW O & MARIANNA K	13055 HARTLEY CIRCLE	GULFPORT	MS	39503
Y	129003	0908C-01-001.008	CHAPUIS WILLIAM LYNN & BRENDA S	P O BOX 3121	GULFPORT	MS	39505
Y	129051	0908F-01-036.000	CLOWER JOHN ROBBINS JR & BARBARA C/O HELEN CLOWER ELMER	2003 BOTTS DR	ARLINGTON	TX	76012
Y	129002	0908C-01-001.007	CROMWELL JASON & JOANIE	P O BOX 3597	GULFPORT	MS	39505
Y	129001	0908C-01-001.006	CUTRER TERRY L & PAMELA S	4907-A COURTHOUSE RD	GULFPORT	MS	39507
Y	129016	0908C-01-001.021	DENNIS PADRICK D & MARY M	12473 PRESERVATION DR	GULFPORT	MS	39503
Y	56925	0908D-01-015.000	DEVELOPMENT CONSULTING INC	30105 HWY 59	LOXLEY	AL	36551
	16132	0908E-01-001.000	DEVELOPMENT CONSULTING INC	30105 HWY 59	LOXLEY	AL	36551
	56773	0907M-01-006.000	DOBSON BERNICE	7190 GUSTINE RD	KILN	MS	39556
Y	56910	0908D-01-002.000	DOBSON BERNICE C/O LISA JONES	7190 GUSTINE ROAD	KILN	MS	39556
Y	129000	0908C-01-001.005	DOUGLAS DAVID EUGENE & GRACE ELAINE	13024 HARTLEY CIR	GULFPORT	MS	39503
Y	129004	0908C-01-001.009	ENNIS BRADLEY A	13051 HARTLEY CIRCLE	GULFPORT	MS	39503
Y	130174	0908C-01-001.029	FAIRLEY CLAYTON & REBECA	19219 ROAD 223	SAUCIER	MS	39574
Y	105585	0907N-01-003.006	FAMILY WORSHIP CENTER OF GULFPORT I	15011 PARKWOOD DRIVE	GULFPORT	MS	39503
	129014	0908C-01-001.019	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
	56884	0908B-01-006.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
	130171	0908C-01-001.026	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
	129054	0908F-01-039.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
	130170	0908C-01-001.025	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
	133010	0908C-01-001.035	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
	133005	0908C-01-001.030	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	133006	0908C-01-001.031	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
	133007	0908C-01-001.032	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
	133008	0908C-01-001.033	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
	133039	0908F-01-040.002	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
	129055	0908F-01-040.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
	129042	0908F-01-029.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
	129053	0908F-01-038.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
	129040	0908F-01-027.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
	129041	0908F-01-028.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
	127918	0908C-01-001.001	FLORENCE GARDENS LLC	12271 PRESERVATION DRIVE	GULFPORT	MS	39503
	133041	0908F-01-040.004	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
	129043	0908F-01-030.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
	133012	0908F-01-042.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
	133009	0908C-01-001.034	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
	133040	0908F-01-040.003	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
	133038	0908F-01-040.001	FLORENCE GARDENS LLC	12321 PRESERVATION DR	GULFPORT	MS	39503
	56947	0908F-01-001.000	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
	100817	0908E-01-001.001	FLORENCE GARDENS LLC	12321 PRESERVATION DRIVE	GULFPORT	MS	39503
Y	56914	0908D-01-003.000	FLOWERS KEVIN ETAL	12486 ROAD 237	GULFPORT	MS	39503
Y	106587	0908F-01-001.001	FORE WALLACE C	P O BOX 3058	GULFPORT	MS	39505
	2973	0908G-01-003.000	FORE WALLACE C	P O BOX 3058	GULFPORT	MS	39501
Y	129008	0908C-01-001.013	FOX DUNCAN	12396 PRESERVATION DRIVE	GULFPORT	MS	39503
Y	129028	0908F-01-015.000	GOFF JOHN R & CYNTHIA L	12224 PRESERVATION DR	GULFPORT	MS	39503
Y	137359	0907N-01-001.062	GOLD COMPANIES LLC	196 BIENVILLE BLVD	BOURG	LA	70343
Y	133021	0908F-01-051.000	GOLDIN JASON	4 GOLDIN DR	GULFPORT	MS	39507
Y	140955	0908C-01-001.037	GOLDIN MARTIN C	12503 PRESERVATION DR	GULFPORT	MS	39503
	127930	0908F-01-002.000	GULFPORT CITY OF				0
Y	133037	0908F-01-037.001	HAGWOOD TERESA W	18534 DEER DR	SAUCIER	MS	39574
	129052	0908F-01-037.000	HAGWOOD TERESA W	18534 DEER DR	SAUCIER	MS	39574
Y	129039	0908F-01-026.000	HATTEN W EDWARD JR & KAREN D	980 COURTHOUSE RD APT 1401	GULFPORT	MS	39507
Y	129045	0908F-01-032.000	HELMS MATTHEW D & KANDYCE C	13095 LAKE FLORENCE DR	GULFPORT	MS	39503
Y	129009	0908C-01-001.014	HINKEBEIN ANDREW & THECLA	12440 PRESERVATION DRIVE	GULFPORT	MS	39503
Y	129023	0908F-01-010.000	HOPE TIM R & BETTY A	12227 PRESERVATION DR	GULFPORT	MS	39503

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y	105581	0907N-01-003.007	LOFTIN JIM H & CONSORCIA S-TRUSTEES	14481 AUTUMN CHASE	GULFPORT	MS	39503
Y	130172	0908C-01-001.027	LOVELL FRANK A & NANCY D	40 54TH ST	GULFPORT	MS	39507
Y	127920	0908C-01-001.003	MCCULLOUGH MICHAEL S & JENNIFER	12457 PRESERVATION DRIVE	GULFPORT	MS	39503
Y	137354	0907N-01-001.057	MCQUEEN GOLDENA MARTHENA	13015 TURTLE CREEK PKWY	GULFPORT	MS	39503
Y	127921	0908C-01-001.004	MEINZINGER RODGER K & PAMELA B	12453 PRESERVATION DR	GULFPORT	MS	39503
Y	137356	0907N-01-001.059	MY COTTAGE HOMES LLC	1520 29TH AVE	GULFPORT	MS	39501
	137357	0907N-01-001.060	MY COTTAGE HOMES LLC	1520 29TH AVE	GULFPORT	MS	39501
	137358	0907N-01-001.061	MY COTTAGE HOMES LLC	1520 29TH AVE	GULFPORT	MS	39501
	137355	0907N-01-001.058	MY COTTAGE HOMES LLC	1520 29TH AVE	GULFPORT	MS	39501
Y	127919	0908C-01-001.002	OTERO MICHAEL & STACEY L	12461 PRESERVATION DR	GULFPORT	MS	39503
Y	56911	0908D-01-001.000	PARKER PATRICIA & LOCKRIDGE J	104 WEST CHIPWOOD DR	GULFPORT	MS	39503
Y	129007	0908C-01-001.012	RAMSEY THOMAS W & DEBORAH J	13063 HARTLEY CIR	GULFPORT	MS	39503
Y	93312	0907O-01-023.023	RANKIN OTIS G & DEBRA S	12530 O'NEAL RD	GULFPORT	MS	39503
Y	129017	0908C-01-001.022	SERNA MARVIN JR	12477 PRESERVATION DRIVE	GULFPORT	MS	39503
Y	100059	0908D-01-002.001	SPOONER JOHN J & BETTYE F	11 PROGRESS RD	BROOKLYN	MS	39425
Y	144239	0907N-01-001.099	TURTLE CREEK HOME OWNERS ASSOC	181 MAIN ST	BILOXI	MS	39530
	144238	0907N-01-001.098	TURTLE CREEK HOME OWNERS ASSOC	181 MAIN ST	BILOXI	MS	39530
Y	88504	0907N-01-001.000	TURTLE CREEK SUBDIVISION LLC	729 WATTS AVE	PASCAGOULA	MS	39568
Y	56888	0908B-01-008.000	W C FORE TRUCKING CO INC	14270 CREOSOTE RD	GULFPORT	MS	39503
Y	129046	0908F-01-033.000	WALTZ ROBERT D & BRENDA M	13087 LAKE FLORENCE DRIVE	GULFPORT	MS	39503
Y	129049	0908C-01-001.023	WARD PHILLIP	13062 MIDLAND COVE	GULFPORT	MS	39503
Y	142564	0908C-01-001.038	WESSON AUGUSTUS & ASHLEY	13050 HARTLEY CIRCLE	GULFPORT	MS	39503
Y	118589	0907N-01-003.008	YOCOM BRADLEY A & JEANIE M	13188 O'NEAL ROAD	GULFPORT	MS	39503
	105584	0907N-01-003.005	YOCOM BRADLEY ALLEN & JEANIE MARIE	13188 O'NEAL RD	GULFPORT	MS	39503

**LEGAL NOTICE
PUBLIC HEARING**

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, June 27, 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.

Resubdivision 1906PC067, by owners Deborah, Jessica, and Ronald Endsley, tax parcels 09071-05-011.000 and 09071-05-020.000, Divide into two new parcels, 13276 Bonnie Street, Zoned R-1-5 (Single-family), Ward 6

Planning Commission Approval 1906PC069, by agent Tiffany Preston, tax parcel 0810P-02-012.000, Requests home occupation for a homemade soap business, 1224 29th St Unit L-48, Zoned B-2 (General business), Ward 3

Zoning Map Amendment 1906PC070, by agent Cindy Riemann, tax parcel 1011D-01-051.000, Request to rezone from T6 (Urban Core) to T4+ (General Urban Zone 'Plus'), E Cedar Dr, Ward 2

Planning Commission Approval 1906PC073, by agent Rick & Jonathan Marshall, tax parcel 0711J-05-003.000, Request for drugstore use, 4500 Old Pass Rd, Zoned R-B (Residence business), Ward 1

Resubdivision 1906PC075, by agent Schwartz, Orgler & Jordan, PLLC, tax parcel 0809K-02-007.000, requests to divide into two new parcels, 9415 Hwy 49, B-4 (Highway business), Ward 3

Final Plat 1906PC077, by agent Brown, Mitchell, & Alexander, Inc., tax parcel 0908C-01-001.000, Approval of Final Plat for 8-lot subdivision (Florence Gardens Phase 5-A), O'Neal Rd, Ward 6

Special Exception 1907PC081, by agent Frederick Lewis, tax parcel 0811K-04-020.000, Request for lounge use, 1302 27th Ave, Zoned T5 (Urban Center Zone), Ward 2

Zoning Text Amendment 1808PC084, by City of Gulfport, Amendments to the Comprehensive Zoning Ordinance, as amended, Section I. Definitions (B) Words and Phrases – Hotel; to amend by adding Section I. Definitions (B) Words and Phrases – Short Term Rental; and to amend Section III. District Regulations (J) Chart of Permitted Uses (2) Schedule of uses – Residential; and Section VII. Nonconforming uses and structures to add (G) Pre-Existing Short Term Rental

This the 6th day of June 2019

Keith Williams, Chairman

City of Gulfport Planning Commission

FLORENCE GARDENS, LLC

CITY OF GULFPORT

11918

Check Number 11918

Check Date Aug 22, 2019

Check Amount \$5,000.00

Discount Take Amount Paid

Item to be Paid - Description

P5 - 3 YR ROADWAYS WARRANTY BOND

5,000.00

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

FLORENCE GARDENS, LLC

12321 Preservation Drive
Gulfport, MS 39503

HANCOCK WHITNEY BANK

85-388/655

11918
R/FALDABOR

DATE

AUG 22, 2019

AMOUNT

\$ 5,000.00

Five Thousand and 00/100 Dollars

PAY
TO THE
ORDER

CITY OF GULFPORT
BUILDING PERMITS

1410 24TH ST.

GULFPORT, MS 39501

Memo:

⑈011918⑈ ⑆065503681⑆ 013619532⑈

AUTHORIZED SIGNATURE

HEAT SENSITIVE

⑈065503681⑆

Security Features Included

Details on Back

**CASH BOND TO GUARANTEE MAINTENANCE OF INFRASTRUCTURE
IMPROVEMENTS AS REQUIRED BY SUBDIVISION ORDINANCE**

Date of issue: August 23, 2019

Check Number: 11918

Obligee: City of Gulfport, Mississippi
P.O. Box 1780
Gulfport, MS 39503
Attn: Department of Urban Development

Guarantee of Maintenance given by:

Principal: Florence Gardens, LLC
Address: 12321 Preservation Dr.
City, State, Zip: Gulfport, MS 39503
Phone Number (including area code):
Primary Contact Person: Ryan Goldin

The Principal is firmly bound unto the City of Gulfport, Mississippi in the sum of Five Thousand dollars and no cents (\$5,000.00), which amount, in cash or certified check, has been deposited with the City of Gulfport this the 23rd day of August 2019.

This bond was made in accordance with the City of Gulfport Subdivision Ordinance to guarantee maintenance and repair of roadway improvements as provided in the plan(s), specification(s), agreement and/or Ordinance requirements and as may be set out in any "punch list" prepared by the City's Engineering Department, for the project known as ***Florence Gardens Phase V*** located in Florence Gardens, O'Neal Rd. Gulfport, MS for a period of three (3) years from the date the final plat of the aforementioned project was approved by the Gulfport City Council or until the Gulfport City Council accepts the aforementioned project for perpetual maintenance of the roads, whichever is longer.

The condition of this obligation is such that if the Principal promptly and faithfully performs all maintenance and repair work specified in the above paragraph, this obligation shall be null and void and the funds deposited with the City returned to the Principal.

In the event that the Principal defaults under its obligation to install, maintain and repair the improvements, the City of Gulfport shall give the Principal written notice of such default and in the event the Principal fails to fully cure the default and correct and complete the installation, repair and maintenance items as identified by the City Engineer, within ten (10) calendar days from the date of such written notice, the City of Gulfport may complete maintenance and repairs

using funds available from the cash bond. Said funds can be used to pay any and all expenses which may be incurred by the City as the result of actions taken by the City after the default including, but not limited to, construction costs, administrative costs, engineering supervision costs, mobilization costs, materials costs, and legal fees. Thereafter, the City shall proceed to accept the aforementioned project for perpetual maintenance.

In the event the Principal fails to cure the default as required herein, Principal hereby automatically disclaims, waives, forfeits and releases any and all rights, title or interest in and to the funds deposited with the City of Gulfport pursuant to and in connection with this cash bond.

The Principal hereby stipulates and agrees that any extension of time granted to the Principal to complete repairs and maintenance obligations and responsibilities of the Principal shall in no way affect the validity or enforceability of this bond.

WITNESS our hands and seals, this the 22nd day of August, 2019.

PRINCIPAL: FLORENCE GARDENS, LLC

By: [Signature]
Principal (authorized signature)

RYAN GOLDIN VP & DIRECTOR OF OPERATIONS
Principal (printed name and title)

WITNESS: [Signature]
Witness (signature)

Cory Long
Witness (printed name)



DEPARTMENT OF
ENGINEERING

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

August 22, 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 V; Final Acceptance

Dear Mr. Long:

On May 24, 2019, Engineering and Public Works conducted a final inspection of the referenced subdivision, and deficiencies were noted. A follow-up inspection took place on July 3, 2019, and all punch list items were completed.

Since the development was approved to use soil cement as the road base, two (2) warranties will be required. A warranty bond in the amount of \$12,500.00 is required for a period of one (1) year to cover all infrastructure except roadway, and a warranty bond in the amount of \$5,000.00 is required for a period of three (3) years to cover the roadway.

At the conclusion of the warranty periods, the developer is required to notify the city to schedule the warranty inspections. Prior to acceptance for perpetual maintenance all deficiencies shall be corrected.

We recommend acceptance of the subdivision and the start of the one and three-year warranty periods based on the above conditions.

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 V
TYPE OF INSPECTION:	Final Inspection
DATE:	May 24, 2019
PERSONS PRESENT:	Jeremy Harrison, Department of Engineering Nick Gant, BMA Tim McCaffrey, Dan Ray Construction Timmy McCaffrey, Dan Ray Construction

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

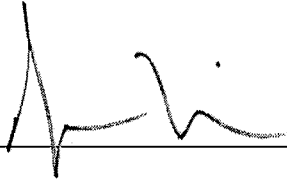
TRAFFIC & SAFETY:

1. Are street name signs correct & in place?
2. Are traffic control signs correct & in place?

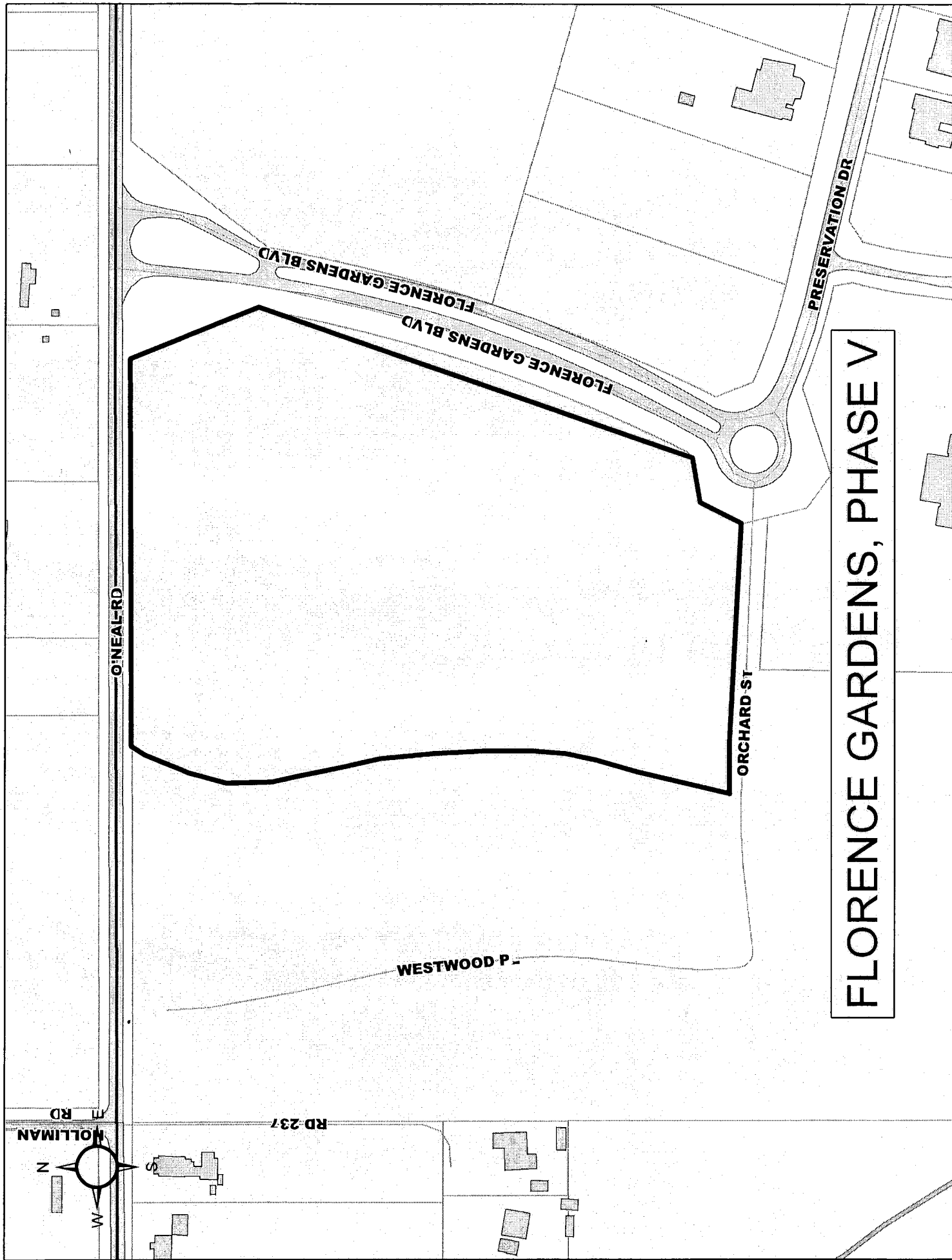
☐ Yes ☒ No ☐ N/A
☐ Yes ☒ No ☐ N/A

PUNCHLIST ITEMS

1. Clean asphalt out of sewer manhole lids. COMPLETE
2. Grout the inside ring of sewer manhole 7. COMPLETE
3. Sewer manhole 4 has a leak around the pipe that needs to be stopped. COMPLETE
4. Clean inside on sewer manholes 2 and 1. COMPLETE
5. Grade and stabilize the utility easement so that it can be accessed by the City without future erosion problems. [REDACTED]
6. Missing street light top. COMPLETE
7. Complete the infrastructure work associated with the tie-in to O'Neal Road.
8. As-built plans in .pdf and .dwg format COMPLETE
9. Certification that all construction is in accordance with City Construction Standards COMPLETE
10. Certified construction cost for all infrastructure COMPLETE

Signed:  Title: Assistant City Engineer

Date: 6/3/2019



FLORENCE GARDENS, PHASE V

FLORENCE GARDENS, LLC
CITY OF GULFPORT

Item to be Paid - Description

P5 - 1 YR WARRANTY BOND

12.500.00

Check Number 11917
Check Date Aug 22, 2019
Check Amount \$12,500.00
Discount Take Amount Paid

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

FLORENCE GARDENS, LLC
12321 Preservation Drive
Gulfport, MS 39503

HANCOCK WHITNEY BANK
85-389/655

11917

DATE
Aug 22, 2019

AMOUNT
\$ 12,500.00

Twelve Thousand Five Hundred and 00/100 Dollars

PAY
TO THE
ORDER
OF
CITY OF GULFPORT
BUILDING PERMITS
141024TH ST.
GULFPORT, MS 39501

Memo:

⑈0011917⑈ ⑆055503681⑆ 01 3519532⑈



[Signature]
AUTHORIZED SIGNATURE



**CASH BOND TO GUARANTEE MAINTENANCE OF INFRASTRUCTURE
IMPROVEMENTS AS REQUIRED BY SUBDIVISION ORDINANCE**

Date of issue: August 23, 2019

Check Number: 11917

Obligee: City of Gulfport, Mississippi
P.O. Box 1780
Gulfport, MS 39503
Attn: Department of Urban Development

Guarantee of Maintenance given by:

Principal: Florence Gardens, LLC
Address: 12321 Preservation Dr.
City, State, Zip: Gulfport, MS 39503
Phone Number (including area code):
Primary Contact Person: Ryan Goldin

The Principal is firmly bound unto the City of Gulfport, Mississippi in the sum of Twelve thousand five hundred dollars and no cents (\$12,500.00), which amount, in cash or certified check, has been deposited with the City of Gulfport this the 23rd day of August 2019.

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The Principal hereby stipulates and agrees that any extension of time granted to the Principal to complete repairs and maintenance obligations and responsibilities of the Principal shall in no way affect the validity or enforceability of this bond.

WITNESS our hands and seals, this the 22nd day of AUGUST, 2019.

PRINCIPAL: FLORENCE GARDENS, LLC

By: [Signature]
Principal (authorized signature)

RYAN GOLDEN VP & DIRECTOR OF OPERATIONS
Principal (printed name and title)

WITNESS: [Signature]
Witness (signature)

Cory Long
Witness (printed name)



DEPARTMENT OF
ENGINEERING

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

August 22, 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 V; Final Acceptance

Dear Mr. Long:

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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 V
TYPE OF INSPECTION:	Final Inspection
DATE:	May 24, 2019
PERSONS PRESENT:	Jeremy Harrison, Department of Engineering Nick Gant, BMA Tim McCaffrey, Dan Ray Construction Timmy McCaffrey, Dan Ray Construction

CHECKLIST ITEMS

STREETS & DRAINAGE:

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WATER & SEWER:

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TRAFFIC & SAFETY:

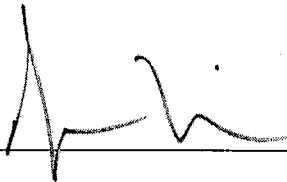
1. Are street name signs correct & in place?
2. Are traffic control signs correct & in place?

☐ Yes ☒ No ☐ N/A
☐ Yes ☒ No ☐ N/A

PUNCHLIST ITEMS

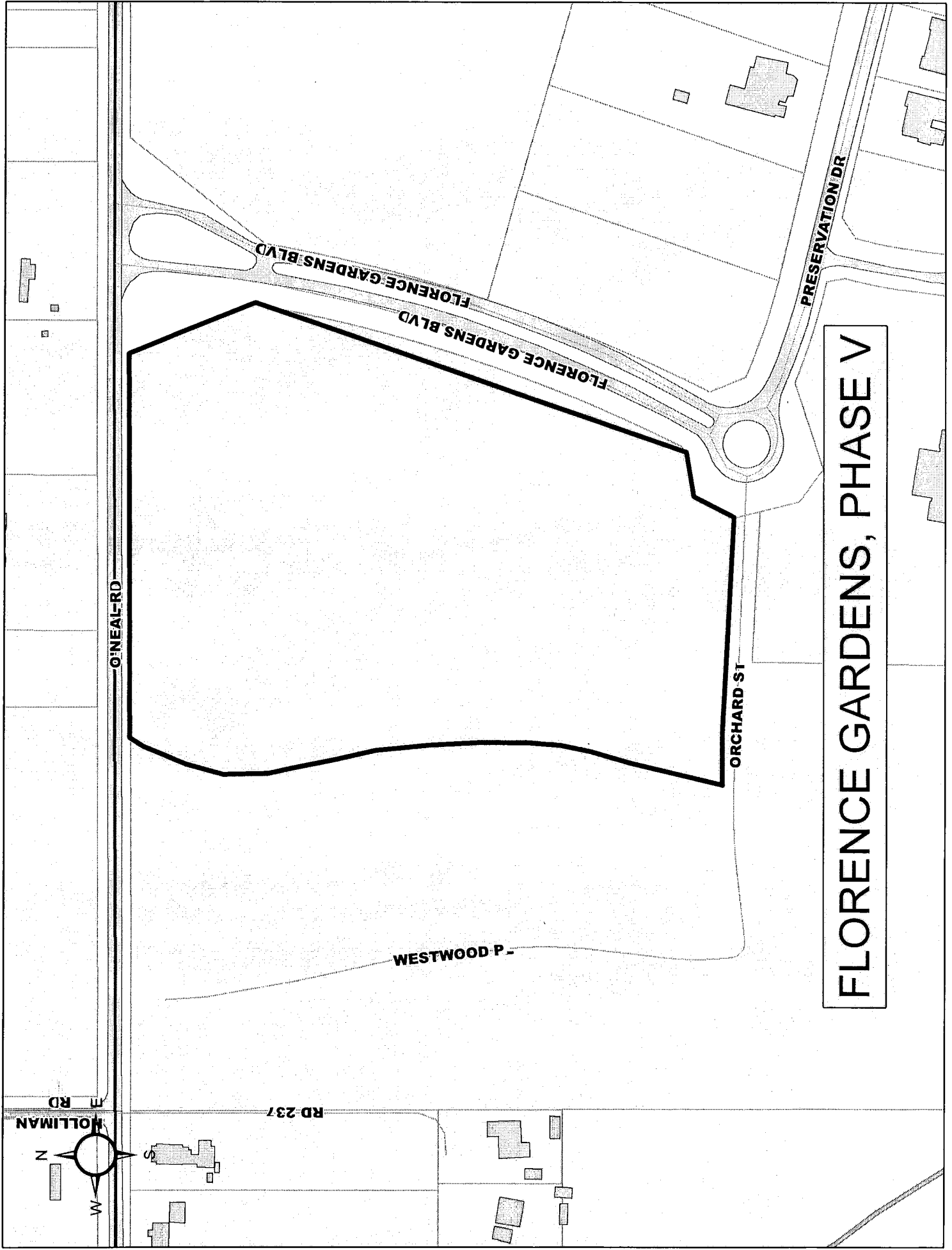
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2. Grout the inside ring of sewer manhole 7. COMPLETE
3. Sewer manhole 4 has a leak around the pipe that needs to be stopped. COMPLETE
4. Clean inside on sewer manholes 2 and 1. COMPLETE
5. Grade and stabilize the utility easement so that it can be accessed by the City without future erosion problems. [REDACTED]
6. Missing street light top. COMPLETE
7. Complete the infrastructure work associated with the tie-in to O'Neal Road.
8. As-built plans in .pdf and .dwg format COMPLETE
9. Certification that all construction is in accordance with City Construction Standards COMPLETE
10. Certified construction cost for all infrastructure COMPLETE

Signed: _____



Title: Assistant City Engineer

Date: 6/3/2019



FLORENCE GARDENS, PHASE V

CITY OF GULFPORT PLANNING COMMISSION

1906PC077

TRANSCRIPT OF HEARING

June 27, 2019

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 27TH DAY OF JUNE 2019
COMMENCING AT 4:30 P.M. AND REPORTED BY
NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

COMMISSION MEMBERS PRESENT:

VIRGINIA ADOLPH, Acting President
WILLIAM "PRINCE" JONES
B.J. SELLERS (Recused)
BRANDON ELLIOTT (Recused)
CHARLIE HEWES
JOHN ANTHONY
COLETTE TOWLES
TIMOTHY DAIGLE, JR.
DOUG HANCOCK

STAFF PRESENT:

GREG PIETRANGELO
GREG HOLMES
SU-LIN BOLIN
MATILDA WELCH

1 6. Final Plat 1906PC077

2 MS. WELCH: Final plat 077 has been duly and
3 timely noticed as required by law. The applicant requests
4 approval of a final plat for an eight lot subdivision,
5 Florence Gardens Phase 5-A on O'Neal Road, Ward 6. A copy
6 of the packet considered is hereby offered to the record.

7 MS. ADOLPH: Thank you.

8 We have two members that need to recuse
9 themselves for this, Mr. B.J. Sellers and Mr. Brandon
10 Elliott.

11 (Sellers and Elliott leave room.)

12 MR. SMITH: Good evening. Ben Smith, 401
13 Cowan Road, Gulfport, Mississippi. I'm here to speak
14 obviously for the request.

15 And I just wanted to make one notice. The
16 original application submittal for final plat included eight
17 lots. We submitted a revised request to plat all 21 lots
18 that was originally contemplated on the general plan which
19 was approved.

20 So we're requesting approval of 21 lots as
21 opposed to eight.

22 MS. ADOLPH: All right. Did you want to
23 explain any of this?

24 MR. SMITH: Sure. I'm not sure if you have
25 the 21 lot plat in front of you. I know the eight lot

1 drawing shows all 21 lots. And I've got a copy of that if I
2 need to submit that for the record. But that's the only
3 change. It's just the original 21 lots as opposed to the
4 eight.

5 So if you look there, you can see that it's
6 the same set of lots that front Alphabet Street all the way
7 to O'Neal.

8 MR. ANTHONY: I have a question. The
9 technical report which is stating eight lots, how does that
10 affect if we are going to look at 21 lots?

11 MS. ADOLPH: Mr. Holmes.

12 MR. HOLMES: When this originally came in, I
13 think the company was actually going through some approval
14 process through the Corps of Engineers and also with other
15 departments of the city, public works. And I think, correct
16 me if I'm wrong, that you got some of those approvals that
17 this property can go forward.

18 MR. SMITH: Correct.

19 MR. HOLMES: The reason they submitted at
20 that point, the eight lots were the only lots that were
21 actually ().

22 MS. ADOLPH: Okay. Is that sufficient for
23 you, Mr. Anthony?

24 MR. ANTHONY: I believe so to a certain
25 extent. When I place my vote for yea or nay, the 21 is

1 what's going to be in the records, and this eight I don't
2 have --

3 MS. ADOLPH: Were originally already
4 approved.

5 Any other questions?

6 MR. ANTHONY: Okay. Thank you.

7 MS. ADOLPH: If no other questions, if we --
8 yes, sir.

9 MR. HOLMES: This was advertised for eight
10 lots, we have to hear the eight lots, we can't hear the 21
11 tonight, but we can approve or deny eight lots.

12 MS. ADOLPH: Legal counsel has spoken in
13 terms of advisement that what we have is the eight, so we're
14 back to the eight.

15 All right. Is that well with your request,
16 or do we table this?

17 MR. SMITH: Ron, do you want to approve eight
18 or none tonight? That's the question.

19 MS. ADOLPH: Legal counsel has informed us
20 that with the presentation of the eight lots at present, so
21 we're addressing the eight.

22 MR. SMITH: Yes.

23 MS. ADOLPH: That's well with all parties.

24 Any other questions, commissioners?

25 MR. JONES: Greg, I'm asking for you, what

1 are some concerns on the final plat application?

2 MR. HOMES: Originally when they came in, the
3 street was supposed to connect to O'Neal Road, there were
4 some wetlands there, so they received all approvals from the
5 Corps. And also I think a final coat of asphalt which I
6 think at this time they have been approved () entire
7 road.

8 It was a lot of minor things, minor details,
9 that were slowing down this process, other than the Corps.

10 MR. JONES: Thank you.

11 MS. ADOLPH: Any other questions,
12 commissioners? If not, sir, we'll call you back. Thank
13 you.

14 Anyone else to speak for this request?

15 MR. GOLDIN: Ryan Goldin, 12321 Preservation
16 Drive, Gulfport, Mississippi.

17 I'm here just to answer any questions that
18 you might have as far as the development goes.

19 MS. ADOLPH: Yes, sir. Anything you want to
20 add?

21 MR. GOLDIN: No, ma'am.

22 MS. ADOLPH: They're contemplating.

23 If not, Mr. Goldin, we'll call you back.

24 MR. GOLDIN: Thank you very much.

25 MS. ADOLPH: Commissioners, you seem quite

1 pensive.

2 Anyone else to speak for this request?

3 Anyone to speak against this request? Anyone
4 to speak against this request? Anyone to speak against this
5 request?

6 If not, commissioners, what's your pleasure?

7 MR. HEWES: Madam Chair, I move we approve
8 the final plat for eight lot subdivision in Florence
9 Gardens, Case Number 1906PC077.

10 MR. ANTHONY: Second.

11 MS. ADOLPH: We have a motion and a second.
12 Is there any need for further discussion? If not, all in
13 favor, please signify by aye. Those opposed? Thank you.

14 (Unanimous vote.)

15 (Sellers and Elliott recused.)

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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(a)
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 necessary to amend the language of the specified paragraph to provide a penalty for the misdemeanor noted in that paragraph; and

WHEREAS, Section 4-218(a), which is contained within Chapter 4, Article IX, establishes the penalty for the failure to follow the provisions of the ordinance regulating the storage, transport and disposal/dumping of tires in the City of Gulfport unlawful dumping of tires in the City of Gulfport and is in need of amendment for the purpose of providing a misdemeanor penalty.

**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(a), of the Code of Ordinances of the City of Gulfport, Mississippi, which currently reads:

In addition to the penalties set forth in this article, any tire business or tire hauler violating or failing to comply with any provision of this article shall be guilty of a misdemeanor, subject to a civil penalty of up to one thousand dollars (\$1,000.00) per offense. Each day of continued violation shall constitute a separate offense.

should be amended to read:

In addition to the penalties set forth in this article, any tire business or tire hauler violating or failing to comply with any provision of this article shall be guilty of a misdemeanor, subject to a fine of up to one thousand dollars (\$1,000.00) per offense. Each day of continued violation shall constitute 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 _____, 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

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE CITY ATTORNEY'S OFFICE TO TAKE WHATEVER STEPS ARE NECESSARY AND REQUIRED BY LAW TO CANCEL THE CERTIFICATE OF CONVENIENCE AND NECESSITY ISSUED TO LYMAN UTILITIES, INC., TO AUTHORIZE THE MAYOR (OR DESIGNEE) TO EXECUTE ANY DOCUMENTS NECESSARY TO FACILITATE THAT PROCESS ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City has previously annexed a portion of the geographic area for which Lyman Utilities, Inc. holds the Certificate of Public Convenience and Necessity for water service; and

WHEREAS, the City has previously acquired the facilities and Certificate of Public Convenience and Necessity of Lyman Utilities, Inc. through eminent domain; and

WHEREAS, the Certificate of Public Convenience and Necessity previously issued to Lyman Utilities, Inc. is required to be canceled through petition to the Public Service Commission; and

WHEREAS, the Council finds that it is in the best interest of the City to take any and all steps necessary to cancel the Certificate of Public Convenience and Necessity previously issued to Lyman Utilities, Inc..

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 is hereby authorized to undertake all measures, including any filings with the Mississippi Public Service Commission necessary to cancel the Certificate of Public Convenience and Necessity previously issued to Lyman Utilities, Inc., and the Mayor, hereby, authorized to execute any and all documents on behalf of the City of Gulfport to facilitate those filings.

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 _____, 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

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE NEGOTIATIONS TO ACQUIRE UTILITY AND DRAINAGE EASEMENT 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 “OUR ROAD SEWER IMPROVEMENT PROJECT”, TO AUTHORIZE SPECIAL CHECKS TO ACQUIRE THE PROPERTY INTERESTS STATED HEREIN, AND FOR RELATED PURPOSES

WHEREAS, the City desires to install required utilities in the area of Our Road and Swan Road; and

WHEREAS, in order to complete this Project, the City must acquire a utility easement along Our 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 (i.e., 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 the easement, and to offer on behalf of the City of Gulfport to pay just compensation, in the amount of the appraised fair market value, according to the City's retained appraisers or negotiated sums to the owners and interested parties, as follows:

Tax Parcel Number: 0807B-01-018.000. Ownership: Jack and Amanda Thomas, 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 \$6,209.00.

SECTION 3. That fair market value, as established by appraisal and review appraisal shall be offered to each property owner, however the owner may agree to the easement 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 Our Road Sewer Improvements Project is hereby declared to be for a public purpose and the private property interests hereinabove described are hereby found and declared to be necessary for public use (ie, a public necessity), and it is necessary to acquire the property/ies expeditiously, as a result of which the aforesaid legal counsel is hereby authorized and directed to proceed to file and prosecute eminent domain proceedings pursuant to Miss. Code Ann. §11-27-1 through §11-27-91, against the individuals, corporations, partnerships, and any and all other persons or parties having or claiming title or interest in the property hereinabove set forth.

SECTION 5. Further, it is hereby declared that the City of Gulfport, the property owners and the general public shall suffer irreparable harm and delay by exercising the right to condemn the subject property interests pursuant exclusively to the provisions of Miss. Code Ann. §11-27-1 through §11-27-51 as a result of which the City of Gulfport finds and resolves that the City should exercise its rights of immediate title, entry and possession as authorized by Miss. Code Ann. §11-27-81 through §11-27-91, and in such case the City of Gulfport shall be and hereby is authorized to issue “special checks” to the Court Clerk for prepaid deposits and any amounts which may be required to be deposited in accordance with the procedure and provisions set forth in Miss. Code Ann. Section 11-27-85 and to pay the Court appointed independent appraiser as may be ordered by the Court, and for the Court appointed appraiser’s fees not to exceed \$1,000.00, unless otherwise ordered by the Court, as allowed in Miss. Code Ann. Section 11-27-89.

SECTION 6. That the Governing Authority hereby ratifies and approves any and all actions previously taken by the City Attorney’s Office with respect to negotiations with the Owner herein identified.

SECTION 7. This Resolution shall take full force and effect immediately upon its passage and enactment according to law and shall be spread upon the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE NEGOTIATIONS TO ACQUIRE RIGHT OF WAY EASEMENTS AND RELATED INTERESTS 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 “LANDON ROAD WIDENING PROJECT”, TO AUTHORIZE SPECIAL CHECKS TO ACQUIRE THE PROPERTY INTERESTS STATED HEREIN, AND FOR RELATED PURPOSES

WHEREAS, the City desires to widen Landon Road east of US Highway 49 to the city limits;

and

WHEREAS, in order to complete this Project, the City must acquire right of way easements from the Harrison County School District and negotiate with sixteenth section lease holders along Landon 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 (i.e., just compensation) that the City shall pay to each land owner and interested party for the right of way easements and other interests 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 of easements 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 traffic congestion in areas near and around Landon Road and US Highway 49, 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 the easements, and to offer on behalf of the City of Gulfport to pay just compensation, in the amount of the appraised fair market value, according to the City's retained appraisers or negotiated sums to the owners and interested parties, as follows:

Tax Parcel Number: 0809D-03-011.000.

Ownership: Harrison County School District, or record title holder, their successors, assigns, and any other interested parties, as their interests may appear, the total sum for acquisition of a right of way easement according to survey and description attached hereto as "Exhibit A" at the appraised value of \$26,125.00.

Leaseholder: LLG Enterprises, LLC, or their successors, assigns, and any other interested parties, as their interests may appear, the total sum for leasehold interest associated with acquisition of a right of way easement according to survey and description attached hereto as "Exhibit A" at the appraised value of \$71,870.00.

Tax Parcel Number: 0809D-02-007.00.

Ownership: Harrison County School District, or record title holder, their successors, assigns, and any other interested parties, as their interests may appear, the total sum for acquisition of a right of way easement according to survey and description attached hereto as “Exhibit B” at the appraised value of \$32,191.00.

Leaseholder: The Peoples Bank, or their successors, assigns, and any other interested parties, as their interests may appear, the total sum for leasehold interest associated with acquisition of a right of way easement according to survey and description attached hereto as “Exhibit B” at the appraised value of \$50,820.00.

Tax Parcel Number: 0809D-02-010.00.

Ownership: Harrison County School District, or record title holder, their successors, assigns, and any other interested parties, as their interests may appear, the total sum for acquisition of a right of way easement and temporary construction easement according to survey and description attached hereto as “Exhibit A” at the appraised value of \$3,990.00.

Leaseholder: Southeastern Realty Mgt – Gulfport, LLC, or their successors, assigns, and any other interested parties, as their interests may appear, the total sum for leasehold interest associated with acquisition of a right of way easement and temporary construction easement according to survey and description attached hereto as “Exhibit A” at the appraised value of \$15,226.00.

SECTION 3. That fair market value, as established by appraisal and review appraisal shall be offered to each property owner and leaseholder, however the owner or leaseholder may agree to the easement 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 Landon Road Widening 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

LLG ENTERPRISES, LLC

PROPOSED RIGHT OF WAY DESCRIPTION

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1490.64 FEET; THENCE RUN EAST 324.21 FEET TO A 1/2" REBAR SET ON THE NORTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 29.901 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 19+90.000 OF THE PROPOSED CENTERLINE OF LANDON ROAD AND HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 341222.92, E 899510.59 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL.

FROM SAID **POINT OF BEGINNING**, THENCE RUN N 03°32'01" E ALONG THE PROPOSED WEST RIGHT OF WAY LINE OF COLEMAN ROAD FOR A DISTANCE OF 49.90 FEET TO A SET 1/2" REBAR, SAID POINT BEING 20.000 FEET LEFT OF AND PERPENDICULAR TO CENTERLINE STATION 19+90.000 OF SAID LANDON ROAD CENTERLINE; THENCE RUN N 36°55'57" E ALONG SAID PROPOSED RIGHT OF WAY LINE FOR A DISTANCE OF 58.58 FEET TO A SET 1/2" REBAR, SAID POINT BEING 30.000 FEET LEFT OF AND PERPENDICULAR TO CENTERLINE STATION 10+75.000 OF THE PROPOSED CENTERLINE OF COLEMAN ROAD; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN NORTHERLY ON AND ALONG THE ARC OF A CURVE TO THE LEFT TO A SET 1/2" REBAR, SAID POINT BEING 30.000 FEET LEFT OF AND PERPENDICULAR TO CENTERLINE STATION 11+71.193 OF SAID COLEMAN ROAD CENTERLINE, SAID CURVE HAVING A RADIUS OF 170.00 FEET, AN ARC LENGTH OF 81.76 FEET, A CHORD BEARING OF N 16°58'17" W, A CHORD LENGTH OF 80.98 FEET, AND A DELTA ANGLE OF 27°33'26"; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 30°45'00" W FOR A DISTANCE OF 12.81 FEET TO A SET 1/2" REBAR, SAID POINT BEING 30.000 FEET LEFT OF AND PERPENDICULAR TO CENTERLINE STATION 11+84.000 OF SAID COLEMAN ROAD CENTERLINE; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN N 59°15'00" E FOR A DISTANCE OF 10.00 FEET TO A 1/2" REBAR SET ON THE EXISTING SOUTHWESTERLY RIGHT OF WAY LINE OF COLEMAN ROAD, SAID POINT BEING 20.000 FEET LEFT OF AND PERPENDICULAR TO CENTERLINE STATION 11+84.000 OF SAID COLEMAN ROAD CENTERLINE; THENCE, LEAVING SAID PROPOSED RIGHT OF WAY LINE, RUN S 30°43'35" E ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 0.51 FEET TO A SET 1/2" REBAR; THENCE, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, RUN SOUTHEASTERLY ON AND ALONG THE ARC OF A CURVE TO THE LEFT TO A SET 1/2" REBAR, SAID CURVE HAVING A RADIUS OF 620.00 FEET, AN ARC LENGTH OF 101.18 FEET, A CHORD BEARING OF S 35°25'30" E, A CHORD LENGTH OF 101.06 FEET, AND A DELTA ANGLE OF 09°21'00"; THENCE, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, RUN S 40°06'00" E FOR A DISTANCE OF 140.89 FEET TO A 1/2" REBAR SET ON THE NORTH RIGHT OF WAY LINE OF LANDON ROAD; THENCE, LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE, RUN N 88°40'57" W ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 36.20 FEET TO A SET 1/2" REBAR; THENCE, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, RUN S 89°47'43" W FOR A DISTANCE OF 130.09 FEET BACK TO THE **POINT OF BEGINNING**, AND CONTAINING 0.30 ACRES (13066 SQUARE FEET), MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 4/08/2019 (PFI JOB NO. 25365.00).

PICKERING FIRM, INC.
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232
(601) 956-3663



BASIS OF BEARINGS

THE BEARINGS ON THIS PLAT ARE
BASED ON AND REFERENCED TO
THE MISSISSIPPI STATE PLANE
COORDINATE SYSTEM GRID NORTH
(NAD83 - EAST ZONE) AS
DERIVED USING RTK GPS
OBSERVATIONS USING EARL DUDLEY
CONTINUOUSLY OPERATING REFERENCE NETWORK.
CONVERGENCE ANGLE = -00°08'05"
COMBINED FACTOR = 0.999961125
(COMPUTED AT N=341229.76 E=900425.90)

LLG Enterprises, LLC
Inst 2011 2369D J1
0809D-03-011.000

POC - FND 1/2" REBAR
AT THE NW CORNER OF
SECTION 16, T7S, R11W,
GULFPORT, HARRISON CO.,
MS N:342713.55
E:899186.39

1490.64'
SOUTH

18+32.74

19+00

EAST
324.21'

POB- SET 1/2"
REBAR W/CAP
N:341222.92
E:899510.59

Community Baptist Church
Inst. 2009 7089D J1
0809D-02-008.000

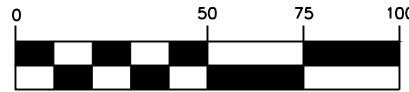
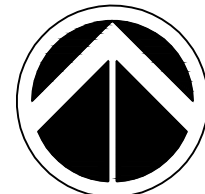
Community Baptist Church
Inst. 2009 7089D J1
0809D-02-009.000

Daniel & Julia Chang
Inst. 2013 6193D J1
0809D-02-007.000

Landon Road

Coleman Road

Sam's Real Estate
Business Trust
Inst 2008 1370D J1
Inst 2009 714D J1
Inst 2010 533D J1
0809D-03-012.002



(IN FEET)

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE	TANGENT
C1	170.00'	81.76'	N 16°58'17" W	80.98'	27°33'26"	41.68'
C2	620.00'	101.18'	S 35°25'30" E	101.06'	9°21'00"	50.70'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 03°32'01" E	49.90'
L2	N 36°55'57" E	58.58'
L3	N 30°45'00" W	12.81'
L4	N 59°15'00" E	10.00'
L5	N 30°43'35" W	0.51'
L6	S 40°06'00" E	140.89'
L7	N 88°40'57" W	36.20'
L8	S 89°47'43" W	130.09'

LEGEND

- R.O.W. RIGHT OF WAY
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
○ FOUND 1/2" REBAR
● SET 1/2" REBAR WITH CAP



CERTIFICATION

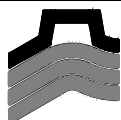
THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO
BE MADE OF THE PROPERTY SHOWN HEREON AND THAT
SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF
MY KNOWLEDGE AND BELIEF.

[Signature]

4/8/2019

MICHAEL BLAKE COLLINS, PLS
MS LS NO. 02955
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232

CLASS B SURVEY
DATE OF FIELD SURVEY
AUGUST 2018



Pickering

Pickering Firm, Inc.
Facility Design • Civil Engineering • Surveying •
Transportation • Natural / Water Resources
2001 Airport Road, Suite 201
Flowood, MS 39232
601.956.3663

LANDON ROAD
PROPOSED R.O.W. EXHIBIT
SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST
GULFPORT, HARRISON COUNTY, MS

DESCRIPTION
R.O.W. EXHIBIT

PROJECT #
25365.00

SHEET #

SCALE
1"=50'

DATE
04/08/2019

1

DANIEL & JULIA CHANG

PROPOSED RIGHT OF WAY DESCRIPTION

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1539.13 FEET; THENCE RUN EAST 359.89 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE WEST LINE OF THE GRANTOR'S PROPERTY AND THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 20+32.915 AND HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 341174.42, E 899546.27 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL.

FROM SAID **POINT OF BEGINNING**, THENCE RUN N 00°15'29" E ALONG SAID WEST LINE OF THE GRANTOR'S PROPERTY FOR A DISTANCE OF 5.12 FEET TO A 1/2" REBAR SET ON THE EXISTING SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 69.916 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 20+32.271; THENCE RUN N 89°47'43" E ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 94.54 FEET TO A SET 1/2" REBAR; THENCE, CONTINUING ALONG SAID RIGHT OF WAY LINE, RUN EASTERLY ON AND ALONG THE ARC OF A CURVE TO THE RIGHT TO A SET 1/2" REBAR, SAID CURVE HAVING A RADIUS OF 637.79 FEET, AN ARC LENGTH OF 198.72 FEET, A CHORD BEARING OF S 81°16'44" E, A CHORD LENGTH OF 197.91 FEET, AND A DELTA ANGLE OF 17°51'06"; THENCE, CONTINUING ALONG SAID RIGHT OF WAY LINE, RUN S 72°21'11" E FOR A DISTANCE OF 9.86 FEET TO A 1/2" REBAR SET ON THE GRANTOR'S EAST PROPERTY LINE; THENCE, LEAVING SAID RIGHT OF WAY LINE, RUN S 17°32'07" W ALONG SAID EAST LINE FOR A DISTANCE OF 53.37 FEET TO A 1/2" REBAR SET ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 23+42.172; THENCE, LEAVING SAID EAST PROPERTY LINE, RUN N 72°04'00" W ALONG SAID PROPOSED RIGHT OF WAY LINE FOR A DISTANCE OF 163.68 FEET TO A SET 1/2" REBAR, SAID POINT BEING 75.000 RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 21+78.490; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN WESTERLY ON AND ALONG THE ARC OF A CURVE TO THE LEFT BACK TO THE **POINT OF BEGINNING**, SAID CURVE HAVING A RADIUS OF 675.00 FEET, AN ARC LENGTH OF 131.02 FEET, A CHORD BEARING OF N 77°37'38" W, A CHORD LENGTH OF 130.81 FEET, AND A DELTA ANGLE OF 11°07'16"; AND CONTAINING 0.23 ACRES (10,062 SQUARE FEET), MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 4/08/2019 (PFI JOB NO. 25365.00).

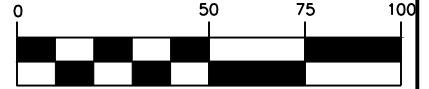
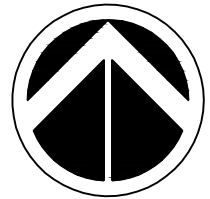
PICKERING FIRM, INC.
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232
(601) 956-3663



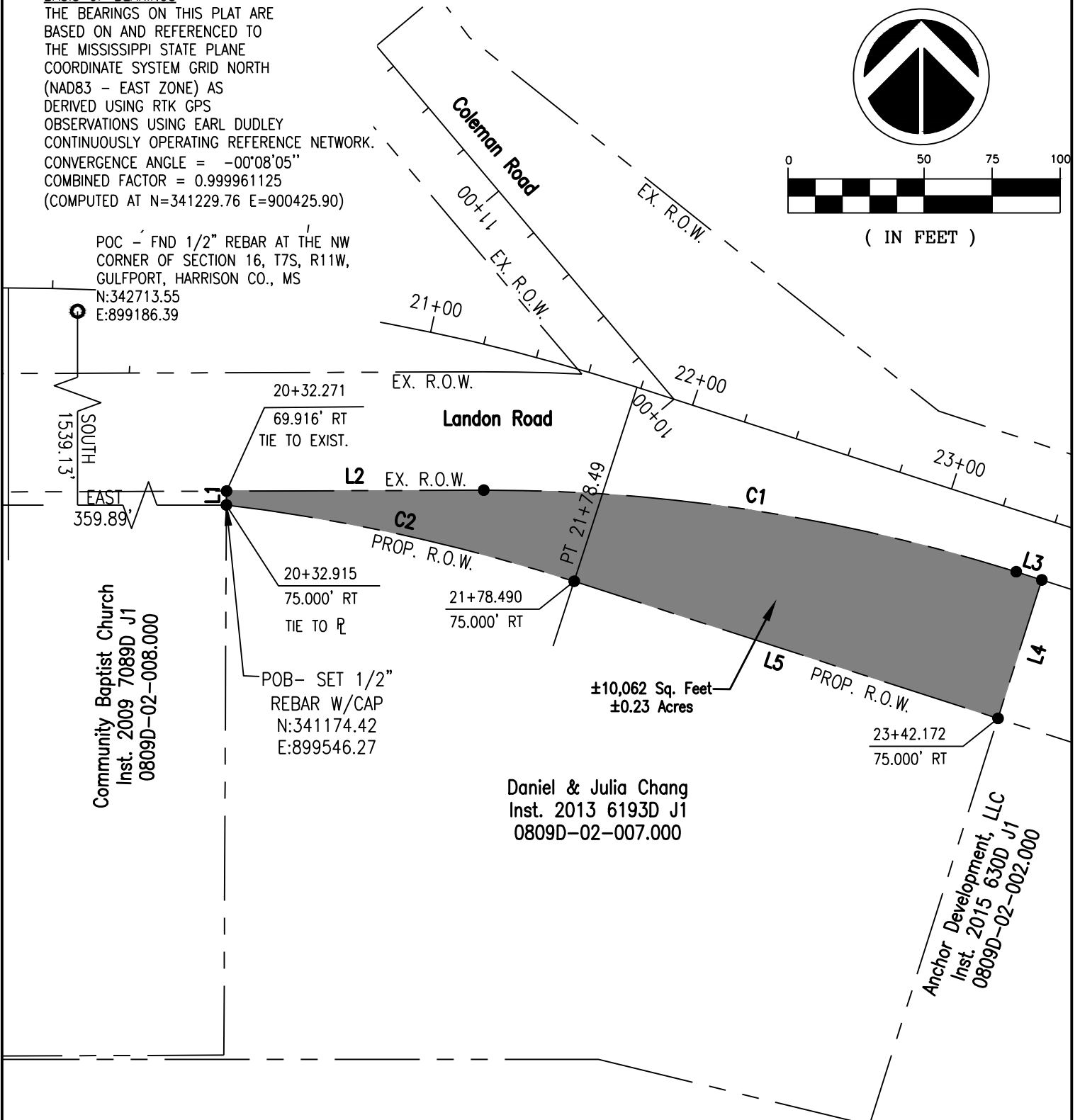
BASIS OF BEARINGS

THE BEARINGS ON THIS PLAT ARE
BASED ON AND REFERENCED TO
THE MISSISSIPPI STATE PLANE
COORDINATE SYSTEM GRID NORTH
(NAD83 - EAST ZONE) AS
DERIVED USING RTK GPS
OBSERVATIONS USING EARL DUDLEY
CONTINUOUSLY OPERATING REFERENCE NETWORK.
CONVERGENCE ANGLE = -00°08'05"
COMBINED FACTOR = 0.999961125
(COMPUTED AT N=341229.76 E=900425.90)

POC - FND 1/2" REBAR AT THE NW
CORNER OF SECTION 16, T7S, R11W,
GULFPORT, HARRISON CO., MS
N:342713.55
E:899186.39



(IN FEET)



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE	TANGENT
C1	637.79'	198.72'	S 81°16'44" E	197.91'	17°51'06"	100.17'
C2	675.00'	131.02'	N 77°37'38" W	130.81'	11°07'16"	65.71'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°15'29" E	5.12'
L2	N 89°47'43" E	94.54'
L3	S 72°21'11" E	9.86'
L4	S 17°32'07" W	53.37'
L5	N 72°04'00" W	163.68'

LEGEND

- R.O.W. RIGHT OF WAY
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
⊙ FOUND 1/2" REBAR
● SET 1/2" REBAR WITH CAP



CERTIFICATION

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

[Signature]

4/8/2019

MICHAEL BLAKE COLLINS, PLS
MS LS NO. 02955
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232

CLASS B SURVEY
DATE OF FIELD SURVEY
AUGUST 2018



Pickering

Pickering Firm, Inc.
Facility Design • Civil Engineering • Surveying •
Transportation • Natural / Water Resources
2001 Airport Road, Suite 201
Flowood, MS 39232
601.956.3663

LANDON ROAD

PROPOSED R.O.W. EXHIBIT
SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST
GULFPORT, HARRISON COUNTY, MS

DESCRIPTION	PROJECT #	SHEET #
R.O.W. EXHIBIT	25365.00	1
SCALE 1"=50'	DATE 04/08/2019	

SOUTHEASTERN REALTY MGT-GULFPORT, LLC
PROPOSED RIGHT OF WAY DESCRIPTION

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1768.90 FEET; THENCE RUN EAST 1669.42 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE EAST LINE OF A RAILROAD RIGHT OF WAY AND THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 33+70.621 AND HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 340944.65, E 900855.80 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL.

FROM SAID **POINT OF BEGINNING**, THENCE RUN N 19°21'10" W ALONG SAID RAILROAD RIGHT OF WAY LINE AND THE WEST LINE OF THE GRANTOR'S PROPERTY FOR A DISTANCE OF 22.66 FEET TO A 1/2" REBAR SET ON THE EXISTING SOUTH RIGHT OF WAY LINE OF LANDON ROAD AND THE NORTH LINE OF THE GRANTOR'S PROPERTY; THENCE RUN N 89°04'53" E ALONG SAID NORTH LINE FOR A DISTANCE OF 120.88 FEET TO A FOUND 1/2" REBAR; THENCE, CONTINUING ALONG SAID NORTH LINE, RUN S 85°22'21" E FOR A DISTANCE OF 14.87 FEET TO A SET 1/2" REBAR, SAID POINT BEING 61.617 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 35+00.000; THENCE, LEAVING SAID NORTH LINE, RUN S 03°53'00" E ALONG THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD FOR A DISTANCE OF 3.38 FEET TO A SET 1/2" REBAR, SAID POINT BEING 65.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 35+00.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN S 86°07'00" W FOR A DISTANCE OF 110.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 65.000 RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 33+90.000; THENCE, CONTINUING ALONG SAID PROPOSED RIGHT OF WAY LINE, RUN S 58°49'16" W FOR A DISTANCE OF 21.81 FEET BACK TO THE **POINT OF BEGINNING**, AND CONTAINING 0.03 ACRES (1,209 SQUARE FEET), MORE OR LESS.

THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 4/08/2019 (PFI JOB NO. 25365.00).

PICKERING FIRM, INC.
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232
(601) 956-3663



SOUTHEASTERN REALTY MGT-GULFPORT, LLC
TEMPORARY CONSTRUCTION EASEMENT

THE FOLLOWING DESCRIPTION IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83 – EAST ZONE) USING A COMBINED FACTOR OF 0.999961125 AND A CONVERGENCE ANGLE OF -00°08'05".

A PARCEL OF LAND LYING AND BEING SITUATED IN THE NW 1/4 OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

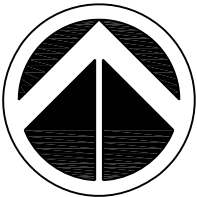
COMMENCE AT A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST, SAID POINT HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 342713.55, E 899186.39; THENCE RUN SOUTH 1768.90 FEET; THENCE RUN EAST 1669.42 FEET TO A 1/2" REBAR SET AT THE INTERSECTION OF THE EAST LINE OF A RAILROAD RIGHT OF WAY AND THE PROPOSED SOUTH RIGHT OF WAY LINE OF LANDON ROAD, SAID POINT BEING 75.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 33+70.621 AND HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 340944.65, E 900855.80; THENCE RUN N 58°49'16" E ALONG SAID PROPOSED RIGHT OF WAY LINE FOR A DISTANCE OF 4.93 FEET TO A SET 1/2" REBAR, SAID POINT BEING 72.741 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 33+75.000 AND HAVING MS STATE PLANE EAST ZONE COORDINATES OF N 340947.20, E 900860.02 AND BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED PARCEL.

FROM SAID **POINT OF BEGINNING**, THENCE RUN N 58°49'16" E ALONG SAID PROPOSED RIGHT OF WAY LINE FOR A DISTANCE OF 16.88 FEET TO A SET 1/2" REBAR, SAID POINT BEING 65.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 33+90.000; THENCE, CONTINUING ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE, RUN N 86°07'00" E FOR A DISTANCE OF 45.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 65.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 34+35.000; THENCE, LEAVING SAID PROPOSED SOUTH RIGHT OF WAY LINE, RUN S 03°53'00" E FOR A DISTANCE OF 20.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 34+35.000; THENCE RUN S 86°07'00" W FOR A DISTANCE OF 60.00 FEET TO A SET 1/2" REBAR, SAID POINT BEING 85.000 FEET RIGHT OF AND PERPENDICULAR TO CENTERLINE STATION 33+75.000; THENCE RUN N 03°53'00" W FOR A DISTANCE OF 12.26 FEET BACK TO THE **POINT OF BEGINNING**, AND CONTAINING 0.03 ACRES (1,142 SQUARE FEET), MORE OR LESS.

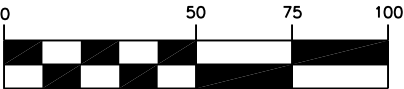
THIS DESCRIPTION IS BASED ON A SURVEY BY PICKERING FIRM, INC. DATED 4/08/2019 (PFI JOB NO. 25365.00).

PICKERING FIRM, INC.
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232
(601) 956-3663

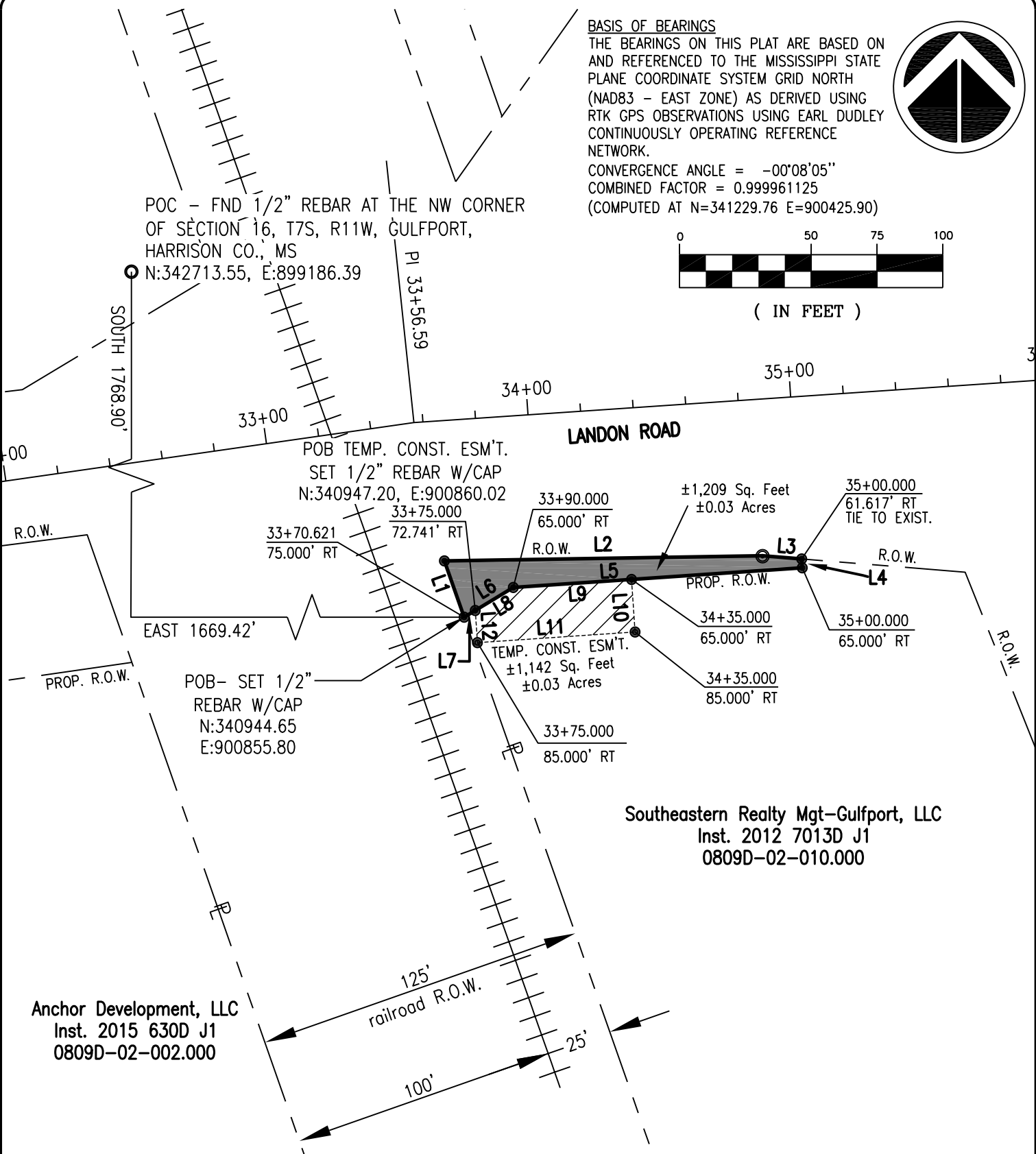




BASIS OF BEARINGS
THE BEARINGS ON THIS PLAT ARE BASED ON
AND REFERENCED TO THE MISSISSIPPI STATE
PLANE COORDINATE SYSTEM GRID NORTH
(NAD83 - EAST ZONE) AS DERIVED USING
RTK GPS OBSERVATIONS USING EARL DUDLEY
CONTINUOUSLY OPERATING REFERENCE
NETWORK.
CONVERGENCE ANGLE = -00°08'05"
COMBINED FACTOR = 0.999961125
(COMPUTED AT N=341229.76 E=900425.90)



(IN FEET)



Anchor Development, LLC
Inst. 2015 630D J1
0809D-02-002.000

Southeastern Realty Mgt-Gulfport, LLC
Inst. 2012 7013D J1
0809D-02-010.000



LEGEND

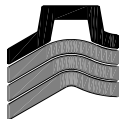
- R.O.W. RIGHT OF WAY
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
● FOUND 1/2" REBAR
● SET 1/2" REBAR WITH CAP

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 19°21'10" W	22.66'
L2	N 89°04'53" E	120.88'
L3	S 85°22'21" E	14.87'
L4	S 03°53'00" E	3.38'
L5	S 86°07'00" W	110.00'
L6	S 58°49'16" W	21.81'
L7	N 58°49'16" E	4.93'
L8	N 58°49'16" E	16.88'
L9	N 86°07'00" E	45.00'
L10	S 03°53'00" E	20.00'
L11	S 86°07'00" W	60.00'
L12	N 03°53'00" W	12.26'

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


04/08/2019
MICHAEL BLAKE COLLINS, PLS
MS LS NO. 02955
2001 AIRPORT ROAD, SUITE 201
FLOWOOD, MS 39232

CLASS B SURVEY
FIELD WORK COMPLETED MARCH 30, 2019



Pickering

Pickering Firm, Inc.
Facility Design • Civil Engineering • Surveying •
Transportation • Natural / Water Resources
2001 Airport Road, Suite 201
Flowood, MS 39232
601.956.3663

**LANDON ROAD
PROPOSED R.O.W. EXHIBIT
SECTION 16, TOWNSHIP 7 SOUTH, RANGE 11 WEST
GULFPORT, HARRISON COUNTY, MS**

DESCRIPTION	PROJECT #	SHEET #
R.O.W EXHIBIT	25365.00	1
SCALE	DATE	
1"=50'	04/08/2019	

August 14, 2019

Dear _____:

This letter is being written on behalf of the Mental Health Initiative Group (MHIG) comprised of the following and regarding the mental health crisis in Region XIII, and specifically, Harrison County.

Hospitals:

GPCH-GP, Inc. d/b/a Garden Park Medical Center (GPMC)
Memorial Hospital at Gulfport (Memorial)
Biloxi, H.M.A., LLC d/b/a Merit Health Biloxi (Merit Health Biloxi)

Mental Health Providers:

Gulf Coast Mental Health Center (GCMHC)
Gulfport Behavioral Health System (GBH)
Oceans Behavioral Hospital (OBH)
Mental Health Association of South Mississippi (MHA)

Transportation:

Harrison County American Medical Response (AMR)

Local Government:

City of Gulfport
Harrison County Board of Supervisors

Local Police/Sheriff:

City of Biloxi Police Department
City of D'Iberville Police Department
City of Gulfport Police Department
City of Long Beach Police Department
City of Pass Christian Police Department
Harrison County Sheriff's Department

MHIG has been meeting over the past eight months in a collaborative effort to set forth processes to provide access to treatment and assist the mental health community in Harrison and Hancock Counties in stabilization/intervention, subsequent treatment, and transportation of their appropriate healthcare needs while alleviating the stressors on healthcare facilities, jails and other retention areas, while recognizing the immediate need for assistance with the mental health community. There is also a crisis for the Medicaid and uninsured population between the ages of 19 – 64, more commonly known as a GAP of care-funding.

Mississippi's population is estimated at 2.98 million with approximately 206,650 residents in Harrison County (2nd largest county in MS) with one Crisis Stabilization Unit (CSU). The CSU serves four (4) counties: Harrison (11 beds), Hancock (3 beds), Stone (1 bed) and Pearl River (1 bed).

In calendar year 2018, Harrison County hospitals had around 4,157 patients present to the Emergency Department with symptoms of mental illness with a total of 222 psychiatric patient transfers per month.

CY 2018	Memorial	Garden Park	Merit	Total
Presented with Symptoms of Mental Illness	1,764	1,270	1,123	4,157
Behavioral Health Holds	1,153	1,037	912	3,102
Number of Psych Transfers Per Month	65	25	132	222

On July 16, 2019, a letter was received from the Gulf Coast Mental Health Center Board of Commissioners regarding the closing of all services including the Gulf Coast Mental Health Center, two supervised living group homes by August 11 and the Crisis Stabilization Unit by August 1, 2019. This calls for EMERGENT assistance. Immediately, upon receipt of the letter, a plan was devised by the County Supervisors and Board of Governors to implement a corrective action plan, but the problem for age appropriate access (GAP) is still an issue.

MHIG is Urgently Requesting the Assistance of Our Legislators to:

1. fund a plan for the mental health community, and
2. fund the GAP for the Medicaid and uninsured mental health population between the ages of 19 – 64.

By delaying services, the mental health community will experience crisis causing them to spend numerous days in our hospital's emergency rooms or a jail cell until placement where their needs cannot be addressed appropriately.

We have attached information on what the Mental Health patient experience looks like today and what it can look like with your financial assistance.

What Can Access to Mental Health Look Like?

- Emergency Departments become hubs for coordination of care (Point of Entry in respective catchment areas). The ER staff can assess, stabilize and determine the proper level of care.
- Set fees established to transport patient
- Set fees established with psychiatric facilities within and outside of the service area, and an expected payment to the facility per patient.

MHIG has committed leadership and demonstrated pathways for success and implementation steps. We are requesting our State Legislators sufficiently fund a payment structure allocated proportionately to ensure the mental health community receives adequate services and care. Also, the State Board of Mental Health consists of nine (9) members with no representation for Harrison County, which is the second largest county in the State.

As stated in the Mental Health America 2018 report, for every 820 people living in Mississippi, there is at least one (1) mental health provider. Mississippi has the highest prevalence of youth and adult alcohol and substance abuse of all 50 states and DC. Mississippi also has the worst access to care. One in three adults ages 19 – 64 with disability in Mississippi couldn't see a doctor due to the cost of care and no ability to have a resource sponsored by the State. Mental Health issues affect 1 in 5 youth and adults in the United States.

As you are aware, the Department of Justice is suing Mississippi for discriminating against adults with mental illness and alleges violations with ADA and CRIPA by failing to provide adults with mental illness with necessary, integrated, community-based mental health services. The *SunHerald* released an article on August 12, 2019, regarding the mental health crisis. The article is titled, 'Lives are at stake. This is how mental health treatment became a Coast crisis'.

We are in a **Crisis** and **Immediate** assistance is required. We request your support to stabilize this crisis as we move forward with a viable solution.

Respectfully,

By: _____
Executive Director of Gulf Coast
Mental Health Center

By: _____
Executive Director of Mental Health
Association of South Mississippi

By: _____
CEO of Memorial Hospital at Gulfport

By: _____
CEO of GPCH-GP, Inc. d/b/a
Garden Park Medical Center

By: _____
CEO of Biloxi H.M.A., LLC
d/b/a Merit Health Biloxi

By: _____
CEO of Gulfport Behavioral Health System

By: _____
CEO of Oceans Behavioral Hospital

By: _____
Harrison County Sheriff's Department

By: _____
City of Gulfport on behalf of the
Gulfport Police Department

By: _____
City of Biloxi on behalf of the
Biloxi Police Department

By: _____
City of D'Iberville on behalf of the
D'Iberville Police Department

By: _____
City of Long Beach on behalf of the
Long Beach Police Department

By: _____
City of Pass Christian on behalf of the
Pass Christian Police Department

By: _____
American Medical Response South
Mississippi Director

KGn:alj

Attachment



An innovative, Mississippi-grown
solution for health care coverage



Everyday Mississippians

Small business employers

Economy & healthcare



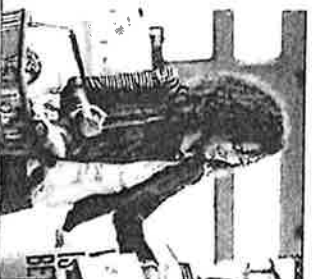
benefits:

Everyday Mississippians

Personal responsibility buy-in through affordable cost-sharing

Better health decisions for ER visits

Incentives for overall wellness



Small Business Employers

Healthier, more productive workforce

Job training & skill-building components

No increase in taxes to employers

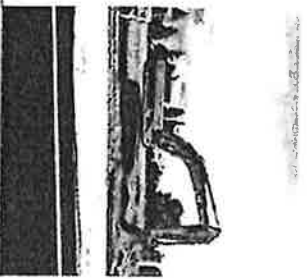


Statewide Economy

No new state funding required

40-50% decrease in uncompensated care

Supports statewide economy & rural healthcare access



Find fact sheets and other materials:

mississippicare.com

300,000

Mississippians, many of whom are employed, fall into the health insurance coverage gap - they earn too much to qualify for Medicaid assistance, but not enough to afford the monthly cost of health insurance premiums

Instead of maintaining preventive wellness through regular health checkups, when members of this population get sick, they visit a hospital's emergency room, leading to

\$624,134,531

in **uncompensated care costs** absorbed by Mississippi hospitals **each year**, putting Mississippi hospitals at risk of shutting down and leaving areas without hospital access.

THE PROPOSAL

an innovative provider-led Medicaid health plan that incentivizes personal responsibility, stabilizes a vital workforce, cuts wasteful administrative costs, and boosts the Mississippi economy – at no cost to the Mississippi taxpayers.

WHAT YOU CAN DO

Tell us your story at mississippicare.com

Contact your Mississippi legislators to let them know you support Mississippi Cares

Share updates about Mississippi Cares on social media

Your support will help position Mississippi as an innovative leader by creating a first-of-its-kind solution in the United States.

THANK YOU!



mississippicare.com

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDING BID FOR “TERM CONTRACT FUEL”, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND LAND SHAPER, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Fuel) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and two (2) bids were received on the commodity noted above, with the low bidder being Eagle Energy, Inc., of Gulfport, Mississippi, as referenced in the Memorandum of Connie Debenport and tabulation sheet which is attached hereto as Exhibit “A”; and

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

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

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

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

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

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

AYES

NAYS

ABSENT

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

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Fuel) SUPPLIER
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2019, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and EAGLE ENERGY, INC. (hereinafter called SUPPLIER).

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

Article I. Commodities.

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

Article II. Contract Times.

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

This Contract will be effective for the period September 4, 2019 thru September 3, 2020 (“Contract Term”). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term (“Option Term”). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

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

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

Article IV. Payment Procedures.

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

Article V. Contract Documents.

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

Article VI. Warranties.

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

Article VI. Miscellaneous.

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

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

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

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

Article VII. Hold Harmless.

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

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

This Agreement will be effective on September 4, 2019.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

EAGLE ENERGY, INC.

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debehport, Purchasing Manager

Date: August 28, 2019

**Re: Fuel Supply Services
City Wide**

I have reviewed the bids received on the above referenced item and recommend acceptance of the lowest and best bid as submitted by Eagle Energy (the current provider). Sun Coast Resources, Inc. submitted a bid, but has been deemed “non-responsive” as they did not submit any pricing.

I have attached a copy of the pricing sheets for your review and approval for your review and approval.

It is my recommendation that you approve the award to Eagle Energy. Thank you for your consideration.

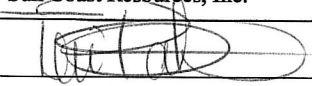
GASOLINE and DIESEL FUEL SUPPLY CONTRACT – PRICE SHEET

Non-ethanol unleaded gas-87 Octane	Taxes	.1600
	Mark-Up	.05
	Total	.2100
Non-ethanol unleaded gas-90 Octane	Taxes	.1600
	Mark-Up	.05
	Total	.2100
Marine Grade Red Dye Diesel	Taxes	.0050
	Mark-Up	.05
	Total	.0550
Diesel	Taxes	.0150
	Mark-Up	.05
	Total	.0650
DEF Diesel	Taxes	.1365
	Mark-Up	.05
	Total	.1865

Date	8/26/19
Company/Firm Name	Eagle Energy
Authorized Representative - Sign	F. Delano
Authorized Representative - Print	Farran Delano
Address	568 1/2 Courthouse Rd. Gulfport, MS 39507
Phone Number	228-896-7252
Facsimile Number	228-896-8755
Email	Eagleoneff@aol.com

GASOLINE and DIESEL FUEL SUPPLY CONTRACT – PRICE SHEET

Non-ethanol unleaded gas-87 Octane	Taxes		* All pricing is based of a market related price for fuel
	Mark-Up		
	Total		
Non-ethanol unleaded gas-90 Octane	Taxes		* All pricing is based of a market related price for fuel
	Mark-Up		
	Total		
Marine Grade Red Dye Diesel	Taxes		* All pricing is based of a market related price for fuel
	Mark-Up		
	Total		
Diesel	Taxes		* All pricing is based of a market related price for fuel
	Mark-Up		
	Total		
DEF Diesel	Taxes		* All pricing is based of a market related price for fuel
	Mark-Up		
	Total		

Date	08/23/219
Company/Firm Name	Sun Coast Resources, Inc.
Authorized Representative – Sign	
Authorized Representative – Print	Terri Bateman, Director of National Sales and Supply
Address	6405 Cavalcade. Building 1. Houston. Texas 77026
Phone Number	713-429-6702
Facsimile Number	n/a
Email	national@suncoastresources.com

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE PROFESSIONAL LEGAL SERVICE CONTRACT WITH LEE RUSSELL, ESQ., OF RUSSELL LAW FIRM, PLLC, TO PROVIDE PUBLIC DEFENDER SERVICES IN THE GULFPORT MUNICIPAL COURT, TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT, AND FOR RELATED PURPOSES

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

WHEREAS, the City of Gulfport recognizes its responsibilities under the laws of the State of Mississippi to provide legal counsel to indigent persons charged with potential loss of liberty offenses under State Law and its municipal ordinances; and

WHEREAS, due to the previous volume of cases assigned to a rotation of appointed public defenders, the Municipal Court Administrator for the Gulfport Municipal Court, pursuant to Miss. Code Ann. Sec. 21-23-7, as amended, recommended, and the Governing Authority previously authorized the appointment of an appointed Public Defender to represent indigent defendants charged in the Gulfport Municipal Court; and

WHEREAS, the Municipal Court Administrator has evaluated the current number of cases qualifying for this representation and has recommended to the Governing Authority to retain the services of an appointed Public Defender; and

WHEREAS, Lee Russell, Esq., of the law firm of Russell Law Firm, PLLC, is an attorney licensed by the Mississippi Bar, with offices located in Gulfport, Mississippi, has experience in the field of criminal defense and desires to represent indigent clients in the Gulfport Municipal Court and the Governing Authority believes his appointment to be in the best interest of the City.

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

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

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

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

F. B. "RUSTY" WALKER, PRESIDENT

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

APPROVED:

BILLY HEWES, MAYOR

STATE OF MISSISSIPPI

COUNTY OF HARRISON

CITY OF GULFPORT

PROFESSIONAL LEGAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL LEGAL SERVICES (“Agreement”) entered into and executed in Gulfport, Mississippi on the day and year hereinafter set forth by and between the **CITY OF GULFPORT, MISSISSIPPI** (herein “the City”), having an address of Post Office Box 1780, Gulfport, Mississippi 39502, and **LEE RUSSELL, ESQ.**, Russell Law Firm, PLLC., having an address of 1231 28th Street, Gulfport, Mississippi 39501-6203 (herein “Russell” or “the Attorney”) for the purposes and according to the terms, covenants, and conditions hereinafter set forth, to-wit:

WITNESSETH THAT:

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

WHEREAS, under the laws of the State of Mississippi and under certain circumstances, the City of Gulfport provides legal counsel to indigent persons charged with potential criminal offenses; and

WHEREAS, the Municipal Court Administrator, pursuant to Miss. Code Ann. § 21-23-7, as amended, has recommended, and the Governing Authority has previously found it in the best interest of the City to retain the services of an appointed Public Defender to represent indigent defendants charged in the Gulfport Municipal Court, under the terms and conditions set forth herein and in accordance with appointment by Municipal Court Judges and any governing legal and ethical rules and responsibilities; and

WHEREAS, the Attorney is an experienced attorney in the area of Criminal Defense and licensed by the Mississippi Bar Association, with offices located at Anderson & Orozco, PLLC., having an address of 1617 25th Avenue, Gulfport, Mississippi 39501, and desires to represent indigent clients and to appear on their behalf in the Gulfport Municipal Court.

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

1. **Scope of Work.** The Attorney shall, in a satisfactory and proper manner, under the terms and conditions provided herein, and in accordance with any governing laws and professional rules of conduct, provide legal counsel and representation to assigned indigent or

otherwise eligible defendants charged with qualifying, non-felony criminal violations by the City of Gulfport. The eligibility for this service shall be determined and assigned by the Gulfport Municipal Court/Judicial System and such engagement shall commence upon appointment by the Municipal Court. The Attorney shall represent the aforementioned defendants in a professional manner that conforms to high and ethical standards of the legal profession in the community and in the State of Mississippi. The Attorney shall decline to be involved in any case to which he is appointed as "Public Defender" in which a conflict of interest or ethical problem is known to exist or any case in which the Attorney deems that he is not qualified. The Attorney's representation of indigent defendants under this Agreement shall further at all times comply with the Mississippi Rules of Professional Conduct or any similar code of ethics to which Mississippi attorneys may be subject.

2. **Manner of Service.** Services provided by Attorney pursuant to or in accordance with this Agreement shall be performed in a prompt and competent manner and in accordance with the laws of the State of Mississippi and the United States of America. Services to be provided by the Attorney, insofar as applicable and necessary in any given case, shall include, but not be limited to, counseling, investigation, preparation of pleadings, motions, memoranda, and court papers, attendance and representation at hearings and trials, preparation, submission, and argument involving pre- and post-trial motions, defense pre-sentence reports, and such other services as would normally be provided by competent private counsel. Attorney shall provide services in accordance with a reasonable schedule as may be set by the Court by way of the Court Administrator or designee and to be based on the needs of the Court. Attorney shall keep sufficient office hours within the corporate limits of the City, including a local telephone number or otherwise toll-free telephone number, so that indigent defendants are not required to travel outside the City limits or incur long distance telephone charges in order to consult with Attorney as necessary in preparation or presentation of their defense.

3. **Compensation.** The City of Gulfport shall pay the Attorney a monthly sum of Four Thousand, One Hundred Sixty Seven and no/100 (\$4,167.00) dollars for services provided during the Term of this Agreement, which shall constitute payment for services rendered for the preceding month of each payment made. Such monthly payments shall be due to Attorney on or by the last day of the month in which performance commences and on or by the last day of each succeeding month during the term of this Agreement; provided, however, that upon any termination of this Agreement prior to the end of the Term, the final payment, which may be pro-rated if the termination date is not on the last day of a month, shall be paid to Attorney in two (2) equal installments, one-half on or by the last day of the month in which termination is to occur or did occur and one-half on or by the last day of the immediately succeeding month. Attorney agrees to submit an invoice to the City on forms approved by the City for compensation in accordance with the Agreement terms set forth herein or as otherwise required by the City. There shall be no maximum amount of cases identified as eligible; however, the Attorney and the Court Administrator for the Gulfport Municipal Court shall work together to make sure that the Attorney is not overburdened in the number of assigned cases. When the Attorney is appointed by the Court pursuant to this Agreement to represent an individual in a criminal case, Attorney shall not receive any fee or expense for representation of that individual in that case except as provided for under this Agreement. Other than compensation for services as specifically set forth in this Paragraph, no other benefits or compensation shall be owed by City as a result of services

performed under this Agreement.

4. **Term of Service.** The term of this Agreement shall be for the term October 1, 2019, and thru September 30, 2020, (“Term”) unless sooner terminated or canceled as set forth herein. The term of this Agreement may be extended for an additional twelve (12) month period subject to approval by the City’s Governing Authority.

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

6. **Termination.** (a) *For convenience.* Either party may terminate this Agreement at any time for any reason (or no reason) by giving the other party written notice of termination at least thirty (30) days prior to the effective date of termination. Should this Agreement be terminated pursuant to the immediately-preceding provision, the Attorney agrees to complete all assigned cases to final disposition unless such completion would violate the Mississippi Rules of Professional Conduct or prescribed law or the case is re-assigned. In addition, this Agreement terminates automatically and immediately upon the Attorney ceasing to be in good standing with the Mississippi Bar Association, whether by suspension, disbarment, or otherwise. The Attorney shall notify the City in writing immediately of any change in standing as a member of the Mississippi Bar Association or any other Bar Association. (b) *For default.* Breach or failure to perform any provision of this Agreement shall be an “event of default.” If the party in breach fails to cure any default within fifteen (15) days from receipt of written notice of an event of default, then this Agreement may be terminated immediately for default by written notice to the breaching party or party in default and in such event, either party may assert any remedies at law or in equity that it/he deems to be entitled for breach of contract.

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

8. **Independent Contractor; Professional Services Contract; Materials, Equipment., and Resources.** (a) Attorney certifies that they shall be licensed, certified, experienced, and qualified and able to perform any and all services for which he accepts engagement under this Agreement, and Attorney agrees to notify City immediately if any of their members licenses are terminated or suspended or their credentials change so as to limit their professional qualifications, which shall be grounds for cancellation of this Agreement and of any further obligations for payment of unearned fees by the City hereunder. (b) This is a professional services contract in which the Attorney shall at all times be acting as and considered an independent contractor with the City and not an employee of the City. The Attorney shall have

no claim under this Agreement or otherwise against the City for wages, salary, vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation disability, unemployment insurance benefits, or benefits of any kind or sort other than the compensation as set forth herein. (c) The Attorney agrees that they have secured or will secure at their own expense, all persons, employees, equipment, and other resources required to perform the services contemplated and required under this Agreement.

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

10. **Compliance with Legal Obligations; Communication.** The Attorney agrees that, in rendering services to assigned indigent defendants under this Agreement, they shall comply with all legal requirements of any kind. The Attorney shall further comply with all federal, state, and local laws. The Attorney shall also make provision for prompt and effective communication with clients in cases undertaken pursuant to this Agreement. Such provision shall ensure that clients are able to have reasonable access to the Attorney by telephone from detention facilities.

11. **Record Retention.** The Attorney represents they will maintain files related to this Agreement, which in the sole professional judgment of the Attorney, they determine are necessary. After the representation ends, or a file is closed, the Attorney will maintain or destroy the files in accordance with any legal and ethical laws, obligations, or requirements. This Agreement does not limit the Attorney's other legal and ethical obligations to preserve client property and retain client files.

12. **Identification of Conflicts of Interest.** Upon assignment of a new client, the Attorney will make reasonable and diligent efforts to obtain and review relevant court documents and other discovery materials to determine if any potential conflicts of interest exist in the case. Record-keeping systems will be maintained which facilitate the early and efficient identification of conflicts of interest.

13. **Insurance; Defense of Claims.** Attorney agrees to carry and maintain professional liability insurance covering all services to be performed pursuant to this Agreement (including errors and omissions coverage) in an amount of not less than \$250,000 per claim and \$1,000,000 per occurrence and to provide to the City a certificate of insurance prior to the commencement date of this Agreement and to notify the City immediately if such insurance is cancelled, suspended, or expires during the term of this Agreement for any reason. Attorney covenants and agrees to indemnify and hold harmless the City and the City's employees, servants, agents, officials, and representatives from and against any loss, damage, costs, charges, expenses, and fees, whether direct or indirect and whether known or unknown, in any way arising out of or by reason of any negligent or intentional act or omission on the part of the Attorney or anyone acting for, on behalf of, or at the direction of the Attorney in the performance or execution of this Agreement or in any way arising out of this Agreement. In case any suit or legal proceedings shall be brought against the City or any of its employees, servants, agents, officials, or representatives at any time on account of or by reason of any negligent or intentional act or

omission by the Attorney or anyone acting for, on behalf of, or at the direction of the Attorney, the Attorney hereby covenants and agrees to assume the defense thereof and to defend the same at the Attorney's own expense and to fully pay for any and all loss, damages, costs, charges, expenses, fees, attorneys' fees and other expenses and any and all judgments that may be incurred by or obtained by or against the City or any of the City's employees, servants, agents, officials, or representatives in such suits or other proceedings or actions.

14. **Confidentiality.** The Attorney agrees to keep confidential and not use or disclose, except in furtherance of the purposes of this representation of indigent defendants, any confidential information that the Attorney may acquire during the term of, and in the course of, or as a result of, his representation of those indigent defendants Attorney is assigned to represent.

15. **Notices.** Official notice to the Attorney shall be to the mailing address identified above unless a change of address is provided to the City in writing. Official notice to the City shall be to the Mayor, City of Gulfport, 2309 15th Street, Gulfport, Mississippi 39501 with copies to the City Attorney at the same address. All official notices shall be in writing and served by U. S. Mail or by hand delivery. The point of contact for the City under this Agreement shall be the City Attorney.

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

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

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

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

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

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

LEE RUSSELL, ESQ.

Russell Law Firm, PLLC

1231 28th Sreet

Gulfport, Mississippi 39501

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF GULFPORT

Post Office Box 1780

Gulfport, Mississippi 39502-1780

By: _____

Printed Name: _____

Title: _____

Date: _____

LEE C. RUSSELL

Phone: 228-206-5843

1712 23RD Ave, Gulfport MS 39501

Fax 228-206-5843

Email: Russell@holcombrussell.com

Summary:

Represented indigent defendants as the Contract Public Defender for the City of Gulfport since 2016. Record of zealous advocacy for clients, ensuring defendants' rights are upheld, while maintaining frequent communication with court staff to ensure matters are handled in a timely fashion. Skilled trial attorney, excellent research and writing skills with proven successes. Criminal experience at all levels with frequent appearances in municipal, justice, county, circuit, and federal courts.

Holcomb & Russell PLLC

3/2019 - Present.

Partner

Represent clients in Criminal Defense, Immigration, and Civil Proceedings. Conduct client intake and orientation procedures. Advise on legal rights and relevant law and procedures. Research and draft motions and appellate briefs to the appropriate courts.

Russell Law Firm PLLC

10/2018 – 03/2019

Owner

Represent clients in Criminal Defense, and Immigration proceedings.

Anderson Orozco PLLC

05/2014 - 10/2018

Law Student Intern / Associate / Lead Attorney

Began as Legal Intern and was promoted upon graduation, and bar passage to associate attorney. Drafted legal memorandum and represented client interests. Designated as lead attorney for court room proceedings and criminal law.

Warren County District Attorneys Office

05/2013 – 09/2013

Student Assistant District Attorney

Assisted in preparation of matters for trial and plea. Prosecuted cases in various City Courts.

Education:

University of Mississippi School of Law

Juris Doctor

Certificate in Business law

University of North Carolina Wilmington

Bachelors of Arts, Political Science

International Relations Minor

Bar Admissions:

Supreme Court of Mississippi – Southern and Northern Federal District Courts of Mississippi - 5th Circuit court of Appeals - EOIR Immigration Court - Board of Immigration Appeals.

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 PROFESSIONAL LEGAL SERVICE CONTRACT WITH JENNIFER TYLER BAKER, ESQ., TO SERVE AS A PUBLIC DEFENDER IN THE GULFPORT MUNICIPAL COURT AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

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

WHEREAS, the City of Gulfport recognizes its responsibilities under the laws of the State of Mississippi to provide legal counsel to indigent persons charged with potential loss of liberty offenses under State Law and its municipal ordinances; and

WHEREAS, due to the previous volume of cases assigned to a rotation of appointed public defenders, the Municipal Court Administrator for the Gulfport Municipal Court, pursuant to Miss. Code Ann. Sec. 21-23-7, as amended, recommended, and the Governing Authority previously authorized the appointment of an appointed Public Defender to represent indigent defendants charged in the Gulfport Municipal Court; and

WHEREAS, the Municipal Court Administrator has evaluated the current number of cases qualifying for this representation and has recommended to the Governing Authority to retain the services of an appointed Public Defender; and

WHEREAS, from time to time, the City’s appointed Public Defender is conflicted out of a matter or is, for whatever reason, unable to represent an indigent defendant charged in the Gulfport Municipal Court, and it is necessary to appoint an “as needed” Public Defender to serve in these instances when the appointed Public Defender is unable, for whatever reason, to represent such defendant; and

WHEREAS, Jennifer Tyler Baker, Esq., licensed by the Mississippi Bar, with offices located in Biloxi, Mississippi, has experience in the field of criminal defense and desires to represent indigent

clients in the Gulfport Municipal Court, on an as needed basis, with compensation set at \$200.00 per defendant, and the Governing Authority believes his appointment to be in the best interest of the City.

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

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

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

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

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

AYES

NAYS

ABSENT

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

STATE OF MISSISSIPPI

COUNTY OF HARRISON

CITY OF GULFPORT

PROFESSIONAL LEGAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL LEGAL SERVICES (“Agreement”) entered into and executed in Gulfport, Mississippi on the day and year hereinafter set forth by and between the **CITY OF GULFPORT, MISSISSIPPI** (herein the “City”), having an address of Post Office Box 1780, Gulfport, Mississippi 39502, and **JENNIFER TYLER BAKER, ESQ.**, with a mailing address of P.O. Box 10, Gulfport, Mississippi 39502 (herein “Baker” or the “Attorney”) for the purposes and according to the terms, covenants, and conditions hereinafter set forth, to-wit:

WITNESSETH THAT:

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

WHEREAS, under the laws of the State of Mississippi and under certain circumstances, the City of Gulfport provides legal counsel to indigent persons charged with potential criminal offenses; and

WHEREAS, the Municipal Court Administrator, pursuant to Miss. Code Ann. § 21-23-7, as amended, has recommended, and the Governing Authority has previously found it in the best interest of the City to retain the services of an appointed Public Defender to represent indigent defendants charged in the Gulfport Municipal Court and

WHEREAS, from time to time, the regular appointed Public Defender is conflicted out or is otherwise unable, for whatever reason, to defend an indigent defendant before the Gulfport Municipal Court, and it is also necessary and in the best interest of the City of Gulfport that an “as-needed” Public Defender be retained to provide services on a case by case basis, under the terms and conditions set forth herein and in accordance with appointment by Municipal Court Judges and any governing legal and ethical rules and responsibilities;

WHEREAS, Baker is an experienced attorney and Public Defender, licensed by the Mississippi Bar Association (Mississippi Bar No. _____), with offices located at 2781 C.T. Switzer Sr. Dr. Ste 200, Biloxi, MS, and desires to represent indigent clients and to appear on their behalf in the Gulfport Municipal Court on an as-needed basis.

NOW THEREFORE, for good and valuable consideration as herein provided, Baker agrees to perform professional legal services according to the following conditions, terms, and

provisions, to-wit:

1. **Scope of Work.** The Attorney shall, in a satisfactory and proper manner, under the terms and conditions provided herein, and in accordance with any governing laws and professional rules of conduct, provide legal counsel and representation to assigned indigent or otherwise eligible defendants charged with qualifying, non-felony criminal violations by the City of Gulfport. The eligibility for this service shall be determined and assigned by the Gulfport Municipal Court/Judicial System and such engagement shall commence upon appointment by the Municipal Court. The Attorney shall represent the aforementioned defendants in a professional manner that conforms to high and ethical standards of the legal profession in the community and in the State of Mississippi. The Attorney shall decline to be involved in any case to which she is appointed as “Public Defender” in which a conflict of interest or ethical problem is known to exist or any case in which the Attorney deems that she is not qualified. The Attorney’s representation of indigent defendants under this Agreement shall further at all times comply with the Mississippi Rules of Professional Conduct or any similar code of ethics to which Mississippi attorneys may be subject.

2. **Manner of Service.** Services provided by Attorney pursuant to or in accordance with this Agreement shall be performed in a prompt and competent manner and in accordance with the laws of the State of Mississippi and the United States of America. Services to be provided by the Attorney, insofar as applicable and necessary in any given case, shall include, but not be limited to, counseling, investigation, preparation of pleadings, motions, memoranda, and court papers, attendance and representation at hearings and trials, preparation, submission, and argument involving pre- and post-trial motions, defense pre-sentence reports, and such other services as would normally be provided by competent private counsel. Attorney shall keep sufficient office hours within the corporate limits of the City or within two miles of the City limits, including a local telephone number or otherwise toll-free telephone number, so that indigent defendants are not required to travel outside the two miles beyond the City limits or incur long distance telephone charges in order to consult with Attorney as necessary in preparation or presentation of their defense.

3. **Compensation.** The City of Gulfport shall pay the Attorney a per Defendant fee of Two Hundred Dollars and 00/100 (\$200.00) per appointment to represent a particular indigent defendant for services provided during the Term of this Agreement, which shall constitute payment for services rendered for the preceding month of each payment made. Attorney agrees to submit an invoice to the City on forms approved by the City for compensation in accordance with the Agreement terms set forth herein or as otherwise required by the City. There shall be no maximum amount of cases identified as eligible; however, the Attorney and the Court Administrator for the Gulfport Municipal Court shall work together to make sure that the Attorney is not overburdened in the number of assigned cases. When the Attorney is appointed by the Court pursuant to this Agreement to represent an individual in a criminal case, Attorney shall not receive any fee or expense for representation of that individual in that case except as provided for under this Agreement. Other than compensation for services as specifically set forth in this Paragraph, no other benefits or compensation shall be owed by City as a result of services performed under this Agreement.

4. **Term of Service.** The term of this Agreement shall be for twelve (12) consecutive months commencing October 1, 2019, and expiring on September 30, 2020, (“Term”) unless sooner terminated or canceled as set forth herein. The term of this Agreement may be extended for an additional period subject to approval by the City’s Governing Authority.

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

6. **Termination.** (a) *For convenience.* Either party may terminate this Agreement at any time for any reason (or no reason) by giving the other party written notice of termination at least thirty (30) days prior to the effective date of termination. Should this Agreement be terminated pursuant to the immediately-preceding provision, the Attorney agrees to complete all assigned cases to final disposition unless such completion would violate the Mississippi Rules of Professional Conduct or prescribed law or the case is re-assigned. In addition, this Agreement terminates automatically and immediately upon the Attorney ceasing to be a member in good standing of the Mississippi Bar Association, whether by suspension, disbarment, or otherwise. The Attorney shall notify the City in writing immediately of any change in standing as a member of the Mississippi Bar Association or any other Bar Association. (b) *For default.* Breach or failure to perform any provision of this Agreement shall be an “event of default.” If the party in breach fails to cure any default within fifteen (15) days from receipt of written notice of an event of default, then this Agreement may be terminated immediately for default by written notice to the breaching party or party in default and in such event, either party may assert any remedies at law or in equity that it/he deems to be entitled for breach of contract.

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

8. **Independent Contractor; Professional Services Contract; Materials, Equipment., and Resources.** (a) Attorney certifies that he shall be licensed, certified, experienced, and qualified and able to perform any and all services for which he accepts engagement under this Agreement, and Attorney agrees to notify City immediately if his license is terminated or suspended or his credentials change so as to limit his professional qualifications, which shall be grounds for cancellation of this Agreement and of any further obligations for payment of unearned fees by the City hereunder. (b) This is a professional services contract in which the Attorney shall at all times be acting as and considered an independent contractor with the City and not an employee of the City. The Attorney shall have no claim under this Agreement or otherwise against the City for wages, salary, vacation pay, sick leave, retirement benefits, Social Security, Workers’ Compensation disability, unemployment insurance benefits, or benefits of any

kind or sort other than the compensation as set forth herein. (c) The Attorney agrees that he has secured or will secure at his own expense, all persons, employees, equipment, and other resources required to perform the services contemplated and required under this Agreement.

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

10. **Compliance with Legal Obligations; Communication.** The Attorney agrees that, in rendering services to assigned indigent defendants under this Agreement, he shall comply with all legal requirements of any kind. Attorney shall further comply with all federal, state, and local laws. Attorney shall also make provision for prompt and effective communication with clients in cases undertaken pursuant to this Agreement. Such provision shall ensure that clients are able to have reasonable access to the Attorney by telephone from detention facilities.

11. **Record Retention.** The Attorney represents he will maintain files related to this Agreement, which in the sole professional judgment of the Attorney, he determines are necessary. After the representation ends, or a file is closed, the Attorney will maintain or destroy the files in accordance with any legal and ethical laws, obligations, or requirements. This Agreement does not limit the Attorney's other legal and ethical obligations to preserve client property and retain client files.

12. **Identification of Conflicts of Interest.** Upon assignment of a new client, the Attorney will make reasonable and diligent efforts to obtain and review relevant court documents and other discovery materials to determine if any potential conflicts of interest exist in the case. Record-keeping systems will be maintained which facilitate the early and efficient identification of conflicts of interest.

13. **Insurance; Defense of Claims.** Attorney agrees to carry and maintain professional liability insurance covering all services to be performed pursuant to this Agreement (including errors and omissions coverage) in an amount of not less than \$250,000 per claim and \$1,000,000 per occurrence and to provide to the City a certificate of insurance prior to the commencement date of this Agreement and to notify the City immediately if such insurance is cancelled, suspended, or expires during the term of this Agreement for any reason. Attorney covenants and agrees to indemnify and hold harmless the City and the City's employees, servants, agents, officials, and representatives from and against any loss, damage, costs, charges, expenses, and fees, whether direct or indirect and whether known or unknown, in any way arising out of or by reason of any negligent or intentional act or omission on the part of the Attorney or anyone acting for, on behalf of, or at the direction of the Attorney in the performance or execution of this Agreement or in any way arising out of this Agreement. In case any suit or legal proceedings shall be brought against the City or any of its employees, servants, agents, officials, or representatives at any time on account of or by reason of any negligent or intentional act or omission by the Attorney or anyone acting for, on behalf of, or at the direction of the Attorney, the Attorney hereby covenants and agrees to assume the defense thereof and to defend the same

at the Attorney's own expense and to fully pay for any and all loss, damages, costs, charges, expenses, fees, attorneys' fees and other expenses and any and all judgments that may be incurred by or obtained by or against the City or any of the City's employees, servants, agents, officials, or representatives in such suits or other proceedings or actions.

14. **Confidentiality.** The Attorney agrees to keep confidential and not use or disclose, except in furtherance of the purposes of this representation of indigent defendants, any confidential information that the Attorney may acquire during the term of, and in the course of, or as a result of, his representation of those indigent defendants Attorney is assigned to represent.

15. **Notices.** Official notice to the Attorney shall be to the mailing address identified above unless a change of address is provided to the City in writing. Official notice to the City shall be to the Mayor, City of Gulfport, 2309 15th Street, Gulfport, Mississippi 39501 with copies to the City Attorney at the same address. All official notices shall be in writing and served by U. S. Mail or by hand delivery. The point of contact for the City under this Agreement shall be the City Attorney.

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

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

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

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

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

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

JENNIFER TYLER BAKER, ESQ.

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF GULFPORT

Post Office Box 1780

Gulfport, Mississippi 39502-1780

By: _____

Printed Name: _____

Title: _____

Date: _____

JENNIFER TYLER BAKER

Copeland, Cook, Taylor & Bush, P.A.

P.O. Box 10

Gulfport, MS 39502

228-863-6101

Experience

Copeland, Cook, Taylor & Bush, P.A.
Attorney

Biloxi, MS
January 2017-Current

- Practice covering: Personal Injury, Worker's Compensation, Wills & Estates, and Chancery Court Practice

Tyler Baker Law Firm, P.L.L.C.
Managing Partner

Biloxi, MS
July 2016-December 2016

- Skilled utilization and use of the discovery process & brief composition in motion practice
- Seasoned Litigator
- Practice covering: Personal Injury, Worker's Compensation, Wills & Estates, Criminal Defense and Chancery Court Practice

Public Defender
Biloxi City Court

Biloxi, MS
March 2016-December 2016
January 2006 – June 2006

- Represented indigent individuals on the misdemeanor level

Tindell Law Firm, P.L.L.C.
Partner

Gulfport, MS
January 2013-July 2016

- Representation of a variety of municipal clients
- Practice covering: Personal Injury, Worker's Compensation, Wills & Estates, Criminal Defense and Chancery Court Practice

Tyler Law Firm
Attorney/Managing Partner
Attorney

Biloxi, MS
November 2009- September 2012
August 2004 – July 2006

- Broad coverage of legal issues at this general practice Law Firm
- Handled depositions and discovery encompassing individuals, corporations and experts
- Extensive trial and motion practice

Biloxi Civil Service Commission
Attorney

Biloxi, MS
July 2011 - October 2012

- Advised Commission on various administrative and legal issues
- Mediated concerns and provided counsel to the Commission during civil servants' appeal hearings

District Attorney's Office
2nd Circuit Court District of Mississippi
Assistant District Attorney

Gulfport, MS
July 2006 – November 2009

- Prosecuted felony crimes
- Negotiation, trial and motion practice were a daily part of growing skills in this position

Contract Criminal Defender
2nd Judicial District of Harrison County, Mississippi

Biloxi, MS
January 2005 - July 2006

- Represented indigent individuals charged with felony crimes

Education

Mississippi State University
Starkville, Mississippi
Bachelor of Arts in Sociology, Cum Laude, 2001

Mississippi College School of Law
Jackson, Mississippi
Doctorate of Jurisprudence, 2004

Community Involvement

- Young Lawyers Division of the Mississippi Bar, Immediate Past President (Current), Secretary (2014-2015), and Board of Directors (2009-2011)
- President of the Harrison County Bar Association (2008-2009)
- President of the Harrison County Young Lawyers (2007-2008)
- Member of Nativity Blessed Virgin Mary Cathedral in Biloxi, Mississippi
- Commissioner on the Mississippi Board of Bar Commissioners (Current)
- Women in the Profession of the Mississippi Bar, Committee Member (2010-Present) and Chairman (2012-2013)
- Chair of the Health Law Section of the Mississippi Bar (2016-2017)
- Biloxi-Ocean Springs Junior Auxiliary, Social Chairman (2014-2015)
- Mississippi Bar Leadership Forum, Class of 2014
- President of the Board of Directors for the Land Trust for the Mississippi Coastal Plain (Current)

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 PROFESSIONAL LEGAL SERVICE CONTRACT WITH RAYMOND LEE EDWARDS, ESQ., TO SERVE AS A PUBLIC DEFENDER IN THE GULFPORT MUNICIPAL COURT AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

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

WHEREAS, the City of Gulfport recognizes its responsibilities under the laws of the State of Mississippi to provide legal counsel to indigent persons charged with potential loss of liberty offenses under State Law and its municipal ordinances; and

WHEREAS, due to the previous volume of cases assigned to a rotation of appointed public defenders, the Municipal Court Administrator for the Gulfport Municipal Court, pursuant to Miss. Code Ann. Sec. 21-23-7, as amended, recommended, and the Governing Authority previously authorized the appointment of an appointed Public Defender to represent indigent defendants charged in the Gulfport Municipal Court; and

WHEREAS, the Municipal Court Administrator has evaluated the current number of cases qualifying for this representation and has recommended to the Governing Authority to retain the services of an appointed Public Defender; and

WHEREAS, from time to time, the City’s appointed Public Defender is conflicted out of a matter or is, for whatever reason, unable to represent an indigent defendant charged in the Gulfport Municipal Court, and it is necessary to appoint an “as needed” Public Defender to serve in these instances when the appointed Public Defender is unable, for whatever reason, to represent such defendant; and

WHEREAS, Raymond Lee Edwards, Esq., licensed by the Mississippi Bar, with offices located in Bay St. Louis, Mississippi, has experience in the field of criminal defense and desires to represent

indigent clients in the Gulfport Municipal Court, on an as needed basis, with compensation set at \$200.00 per defendant, and the Governing Authority believes his appointment to be in the best interest of the City.

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

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

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

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

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

AYES

NAYS

ABSENT

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

STATE OF MISSISSIPPI

COUNTY OF HARRISON

CITY OF GULFPORT

PROFESSIONAL LEGAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL LEGAL SERVICES (“Agreement”) entered into and executed in Gulfport, Mississippi on the day and year hereinafter set forth by and between the **CITY OF GULFPORT, MISSISSIPPI** (herein the “City”), having an address of Post Office Box 1780, Gulfport, Mississippi 39502, and **RAYMOND LEE EDWARDS, ESQ.**, with a mailing address of P.O. Box 277, Pass Christian, MS 39571-02772 (herein “Edwards” or the “Attorney”) for the purposes and according to the terms, covenants, and conditions hereinafter set forth, to-wit:

WITNESSETH THAT:

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

WHEREAS, under the laws of the State of Mississippi and under certain circumstances, the City of Gulfport provides legal counsel to indigent persons charged with potential criminal offenses; and

WHEREAS, the Municipal Court Administrator, pursuant to Miss. Code Ann. § 21-23-7, as amended, has recommended, and the Governing Authority has previously found it in the best interest of the City to retain the services of an appointed Public Defender to represent indigent defendants charged in the Gulfport Municipal Court and

WHEREAS, from time to time, the regular appointed Public Defender is conflicted out or is otherwise unable, for whatever reason, to defend an indigent defendant before the Gulfport Municipal Court, and it is also necessary and in the best interest of the City of Gulfport that an “as-needed” Public Defender be retained to provide services on a case by case basis, under the terms and conditions set forth herein and in accordance with appointment by Municipal Court Judges and any governing legal and ethical rules and responsibilities;

WHEREAS, Edwards is an experienced attorney and Public Defender, licensed by the Mississippi Bar Association (Mississippi Bar No. _____), with offices located at 305 Reese Street, Bay St. Louis, MS 39520-2823 and desires to represent indigent clients and to appear on their behalf in the Gulfport Municipal Court on an as-needed basis.

NOW THEREFORE, for good and valuable consideration as herein provided, Edwards agrees to perform professional legal services according to the following conditions, terms, and

provisions, to-wit:

1. **Scope of Work.** The Attorney shall, in a satisfactory and proper manner, under the terms and conditions provided herein, and in accordance with any governing laws and professional rules of conduct, provide legal counsel and representation to assigned indigent or otherwise eligible defendants charged with qualifying, non-felony criminal violations by the City of Gulfport. The eligibility for this service shall be determined and assigned by the Gulfport Municipal Court/Judicial System and such engagement shall commence upon appointment by the Municipal Court. The Attorney shall represent the aforementioned defendants in a professional manner that conforms to high and ethical standards of the legal profession in the community and in the State of Mississippi. The Attorney shall decline to be involved in any case to which she is appointed as “Public Defender” in which a conflict of interest or ethical problem is known to exist or any case in which the Attorney deems that she is not qualified. The Attorney’s representation of indigent defendants under this Agreement shall further at all times comply with the Mississippi Rules of Professional Conduct or any similar code of ethics to which Mississippi attorneys may be subject.

2. **Manner of Service.** Services provided by Attorney pursuant to or in accordance with this Agreement shall be performed in a prompt and competent manner and in accordance with the laws of the State of Mississippi and the United States of America. Services to be provided by the Attorney, insofar as applicable and necessary in any given case, shall include, but not be limited to, counseling, investigation, preparation of pleadings, motions, memoranda, and court papers, attendance and representation at hearings and trials, preparation, submission, and argument involving pre- and post-trial motions, defense pre-sentence reports, and such other services as would normally be provided by competent private counsel. Attorney shall keep sufficient office hours within the corporate limits of the City or within two miles of the City limits, including a local telephone number or otherwise toll-free telephone number, so that indigent defendants are not required to travel outside the two miles beyond the City limits or incur long distance telephone charges in order to consult with Attorney as necessary in preparation or presentation of their defense.

3. **Compensation.** The City of Gulfport shall pay the Attorney a per Defendant fee of Two Hundred Dollars and 00/100 (\$200.00) per appointment to represent a particular indigent defendant for services provided during the Term of this Agreement, which shall constitute payment for services rendered for the preceding month of each payment made. Attorney agrees to submit an invoice to the City on forms approved by the City for compensation in accordance with the Agreement terms set forth herein or as otherwise required by the City. There shall be no maximum amount of cases identified as eligible; however, the Attorney and the Court Administrator for the Gulfport Municipal Court shall work together to make sure that the Attorney is not overburdened in the number of assigned cases. When the Attorney is appointed by the Court pursuant to this Agreement to represent an individual in a criminal case, Attorney shall not receive any fee or expense for representation of that individual in that case except as provided for under this Agreement. Other than compensation for services as specifically set forth in this Paragraph, no other benefits or compensation shall be owed by City as a result of services performed under this Agreement.

4. **Term of Service.** The term of this Agreement shall be for twelve (12) consecutive months commencing October 1, 2019, and expiring on September 30, 2020, (“Term”) unless sooner terminated or canceled as set forth herein. The term of this Agreement may be extended for an additional period subject to approval by the City’s Governing Authority.

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

6. **Termination.** (a) *For convenience.* Either party may terminate this Agreement at any time for any reason (or no reason) by giving the other party written notice of termination at least thirty (30) days prior to the effective date of termination. Should this Agreement be terminated pursuant to the immediately-preceding provision, the Attorney agrees to complete all assigned cases to final disposition unless such completion would violate the Mississippi Rules of Professional Conduct or prescribed law or the case is re-assigned. In addition, this Agreement terminates automatically and immediately upon the Attorney ceasing to be a member in good standing of the Mississippi Bar Association, whether by suspension, disbarment, or otherwise. The Attorney shall notify the City in writing immediately of any change in standing as a member of the Mississippi Bar Association or any other Bar Association. (b) *For default.* Breach or failure to perform any provision of this Agreement shall be an “event of default.” If the party in breach fails to cure any default within fifteen (15) days from receipt of written notice of an event of default, then this Agreement may be terminated immediately for default by written notice to the breaching party or party in default and in such event, either party may assert any remedies at law or in equity that it/he deems to be entitled for breach of contract.

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

8. **Independent Contractor; Professional Services Contract; Materials, Equipment., and Resources.** (a) Attorney certifies that he shall be licensed, certified, experienced, and qualified and able to perform any and all services for which he accepts engagement under this Agreement, and Attorney agrees to notify City immediately if his license is terminated or suspended or his credentials change so as to limit his professional qualifications, which shall be grounds for cancellation of this Agreement and of any further obligations for payment of unearned fees by the City hereunder. (b) This is a professional services contract in which the Attorney shall at all times be acting as and considered an independent contractor with the City and not an employee of the City. The Attorney shall have no claim under this Agreement or otherwise against the City for wages, salary, vacation pay, sick leave, retirement benefits, Social Security, Workers’ Compensation disability, unemployment insurance benefits, or benefits of any

kind or sort other than the compensation as set forth herein. (c) The Attorney agrees that he has secured or will secure at his own expense, all persons, employees, equipment, and other resources required to perform the services contemplated and required under this Agreement.

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

10. **Compliance with Legal Obligations; Communication.** The Attorney agrees that, in rendering services to assigned indigent defendants under this Agreement, he shall comply with all legal requirements of any kind. Attorney shall further comply with all federal, state, and local laws. Attorney shall also make provision for prompt and effective communication with clients in cases undertaken pursuant to this Agreement. Such provision shall ensure that clients are able to have reasonable access to the Attorney by telephone from detention facilities.

11. **Record Retention.** The Attorney represents he will maintain files related to this Agreement, which in the sole professional judgment of the Attorney, he determines are necessary. After the representation ends, or a file is closed, the Attorney will maintain or destroy the files in accordance with any legal and ethical laws, obligations, or requirements. This Agreement does not limit the Attorney's other legal and ethical obligations to preserve client property and retain client files.

12. **Identification of Conflicts of Interest.** Upon assignment of a new client, the Attorney will make reasonable and diligent efforts to obtain and review relevant court documents and other discovery materials to determine if any potential conflicts of interest exist in the case. Record-keeping systems will be maintained which facilitate the early and efficient identification of conflicts of interest.

13. **Insurance; Defense of Claims.** Attorney agrees to carry and maintain professional liability insurance covering all services to be performed pursuant to this Agreement (including errors and omissions coverage) in an amount of not less than \$250,000 per claim and \$1,000,000 per occurrence and to provide to the City a certificate of insurance prior to the commencement date of this Agreement and to notify the City immediately if such insurance is cancelled, suspended, or expires during the term of this Agreement for any reason. Attorney covenants and agrees to indemnify and hold harmless the City and the City's employees, servants, agents, officials, and representatives from and against any loss, damage, costs, charges, expenses, and fees, whether direct or indirect and whether known or unknown, in any way arising out of or by reason of any negligent or intentional act or omission on the part of the Attorney or anyone acting for, on behalf of, or at the direction of the Attorney in the performance or execution of this Agreement or in any way arising out of this Agreement. In case any suit or legal proceedings shall be brought against the City or any of its employees, servants, agents, officials, or representatives at any time on account of or by reason of any negligent or intentional act or omission by the Attorney or anyone acting for, on behalf of, or at the direction of the Attorney, the Attorney hereby covenants and agrees to assume the defense thereof and to defend the same

at the Attorney's own expense and to fully pay for any and all loss, damages, costs, charges, expenses, fees, attorneys' fees and other expenses and any and all judgments that may be incurred by or obtained by or against the City or any of the City's employees, servants, agents, officials, or representatives in such suits or other proceedings or actions.

14. **Confidentiality.** The Attorney agrees to keep confidential and not use or disclose, except in furtherance of the purposes of this representation of indigent defendants, any confidential information that the Attorney may acquire during the term of, and in the course of, or as a result of, his representation of those indigent defendants Attorney is assigned to represent.

15. **Notices.** Official notice to the Attorney shall be to the mailing address identified above unless a change of address is provided to the City in writing. Official notice to the City shall be to the Mayor, City of Gulfport, 2309 15th Street, Gulfport, Mississippi 39501 with copies to the City Attorney at the same address. All official notices shall be in writing and served by U. S. Mail or by hand delivery. The point of contact for the City under this Agreement shall be the City Attorney.

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

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

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

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

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

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

RAYMOND LEE EDWARDS, ESQ.

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF GULFPORT

Post Office Box 1780

Gulfport, Mississippi 39502-1780

By: _____

Printed Name: _____

Title: _____

Date: _____

Raymond Lee “Ed” Edwards

100 Barkley Dr.
Pass Christian, MS 39571
228-304-5160 (h) 228-342-8128 (o)
ed@ededwardslaw.com

OBJECTIVE:

Conflict Public Defender - City of Gulfport, Mississippi.

EXPERIENCE

Solo Practice Attorney, (January 2016 – present) Owner, R.L. “Ed” Edwards, Attorney & Counselor at Law, Inc., 305 Reese St., Bay St. Louis, MS

- Assistant County Prosecutor – Harrison County Justice Court
- City Prosecutor – City of Bay St. Louis, MS
- Prosecutor – Hancock County Youth Court
- Criminal Defense Attorney – Active in municipal and justice courts in Hancock and Harrison Counties.
- Public Defender - Long Beach, MS
- Chancery and Circuit Court practice in Hancock and Harrison Counties

Veterans Service Representative, (November 2014 – January 2016) Veterans Benefits Administration, New Orleans, LA

- Responsible for the timely, correct, and effective delivery of compensation and pension benefits to US Military Veterans.

Adjunct Faculty - College, (2014) Nunez Community College, Chalmette, LA. (1999- 2002, 2009, and 2014) Delgado Community College, New Orleans, LA..

- Instructor of Legal Environment of Business, Evidence, Introduction to Electronics Theory, Introduction to DC Theory, and Miniature Electronics Repair.

Judge Advocate, U.S. Army (February, 2010-September, 2013; January, 2014-February, 2014; and, October, 2015-December, 2015); Mississippi Army National Guard (October, 2009 – February, 2010; February, 2014 – present)

January 2018 – Present, Defense Counsel, Trial Defense Service, Mississippi Army National Guard

- Represent Soldiers in administrative law and Court Martial proceedings

January 2015 – December 2017, Command Judge Advocate, Camp Shelby Joint Forces Training Center, Camp Shelby, MS

- Trusted counselor and legal advisor to Garrison Commander.

October 2015 – January 2016, Brigade Trial Counsel, 185th Theater Aviation Brigade, Camp Buehring, Kuwait

- Chief of Military Justice for four Battalions with over 2000 Soldiers.

October 2013 – January 2015, Staff Judge Advocate, 66th Troop Command (attached to 1108th TASMG)

- Managed legal operations and capabilities for command and staff of over 600 servicemembers.

January 2012 – February 2014, Chief of Legal Assistance / Administrative Law Attorney, Office of the Command Judge Advocate, Camp Shelby, MS.

- Provided legal assistance to over 20,000 mobilizing and demobilizing Soldiers on all manner of legal issues ranging from military justice, SCRA, and USERRA, to domestic law issues.

August 2010 – December 2011, Battalion Judge Advocate, 1/185th Assault Helicopter Battalion, COB Speicher, Iraq.

- Servicing attorney for extended battalion task force (750+ service members, civilians, and contractors). Trusted counselor and legal advisor to Task Force Commander.

February 2010 – July 2010, MS ARNG, Staff attorney for Staff Judge Advocate, Joint Force Headquarters, Jackson, MS.

- Legal liaison between Mississippi National Guard and BP during Deepwater Horizon oil spill response.

Solo Attorney, (October 2006-October 2009), Attorney & Counselor at Law, Kiln, MS

- Solo law practice, centered on personal injury at the plaintiff's bar, domestic law, and criminal defense; including all facets of civil litigation and general legal services.

Law Clerk, (May 2003-October 2005), Jefferson Parish District Attorney's Office, Gretna, LA.

- Full-time Law clerk assigned to Felony division. Admitted to Limited Practice under Louisiana Supreme Court Rule XX. Successfully prosecuted all type and manner of felonies, including, rape, attempted murder of a police officer, felony drug possession with intent to distribute.

Owner/Director/Sales, (August 1993-October 2006) BEE Galleries, Inc. / Martin LaBorde Gallery, Inc. / Rodrigue Gallery of New Orleans, Inc., New Orleans, LA.

- Responsible for sales in excess of \$800,000. Per year, follow-up with clients, additional duties included maintaining a professional and inviting atmosphere.

Electronics Technician, (December 1983-December 1992) U.S. Navy.

- Electronics' Technician First Class (E-6). Shipboard electronics technician (4 years) and first-line supervisor for communications work center.
- Instructor, Class "A" school, Master Training Specialist

CIVILIAN EDUCATION

- LOYOLA UNIVERSITY SCHOOL OF LAW, New Orleans, LA - Juris Doctor, 2005
- UNIVERSITY OF MISSISSIPPI SCHOOL OF LAW, University, MS, 2005, no degree awarded
- SOUTHERN ILLINOIS UNIVERSITY, Carbondale, IL - Bachelor of Science in Workforce, Education and Training, Cum Laude, - 2000
- UNIVERSITY OF PHOENIX, Phoenix, AZ Associates of Arts in Electronics Technology, - 1991

TRAINING & CERTIFICATIONS

- 2017 – US Army Command and General Staff Officer Course (common core)
- 2015 – Special Victim's Counsel Course, US Army
- 2013 – Judge Advocate Officer Advance Course (Reserve and National Guard), US Army
- 2010 – Direct Commissioned Officer Course (DCC), US Army
- 2010 – Judge Advocate Officer Basic Course (JAOBC), US Army
- 2006 – Admitted to practice of law (Mississippi)
- 1992 – Master Training Specialist Qualification, US Navy

MILITARY

<i>Current Rank:</i>	Major, Date of Rank January 2016
<i>Military Occupational Specialty:</i>	Judge Advocate
<i>Time in Service:</i>	Over 18 years (9 years enlisted US Navy, over 9 years Commissioned Officer, Mississippi Army National guard)
<i>Security Clearance:</i>	Secret

PROFESSIONAL ASSOCIATIONS

- 2017 – Mississippi Prosecutors Association
- 2010 - United States Army Judge Advocate
- 2006 - Admitted to Practice of Law (Mississippi)
- 2006 - United States Fifth Circuit Court of Appeals
- 2006 - United States District Court for the Northern and Southern Districts of Mississippi
- 2006 - Supreme Court of State of Mississippi
- 2006 - Mississippi Bar Association

REFERENCES

M. Mark Majors
Lieutenant Colonel, Staff Judge Advocate
Mississippi Army National Guard
Joint Forces Headquarters
1410 Riverside Dr.
Jackson, MS 39201
601-313-6361
Michael.m.majors.mil@mail.mil

R. Gil Owens
Owner, Carolina Wine Supply
5356 Old Plantation Cir.
Winston-Salem, NC 27104
336-813-6699
gil@carolinawinesupply.com

Additional references on request



**DEPARTMENT OF
LEISURE SERVICES**

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

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

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

From: Gus Wesson,
Director, Department of Leisure Services

Date: August 12, 2019

Re: LED Lighting Services – Standard Lease Agreements for Urie Pier, Ken Combs Pier and Herbert Wilson Recreation Center

We are requesting to enter into (3) agreements for the attached Lighting Services – Standard Lease Agreement with MS Power Company. It would provide additional lighting in that area.

Urie Pier	\$700.00 monthly	84 months
Herbert Wilson	\$120.00 monthly	84 months
Ken Combs Pier	\$850.00 monthly	84 months

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

Gus Wesson

992 West Beach Boulevard
P. O. Box 4079
Gulfport, Mississippi 39502-4079



August 12, 2019

City of Gulfport
Gus Wesson
Parks & Recreation Director
P.O. Box 1700
Gulfport, Mississippi 39502

Re: Urie Pier Lighting

To Mr. Wesson

Mississippi Power Company (MPC) appreciates the opportunity to provide you with a LED lighting proposal for the Urie Pier at the beach in the City of Gulfport MS. This lighting proposal will improve the quality of light for the area which will enhance the safety and security of your facility.

The advantages of using MPC to provide your lighting installation and/or maintenance includes our call center and on-line customer care center, with over 90+ years of lighting experience, quick response from local experienced employees, utility-grade material, and low monthly payments. MPC recommends the following.

Scope of Work:

- Cut and Remove Concrete at 11 new pole locations
- **Install:** (11) 20' Black Aluminum Poles
- **Install:** (7) 10' Satin Finish Poles
- **Install:** (13) 110W Black LED Fixture
- **Install:** (7) 30W Solar Fixtures
- **Install:** (7) Special Pier Brackets
- **Install:** (75') 2" Flex Conduit
- **Install:** (120') of 2" Conduit
- **Install:** (300') Conductor
- **Install:** (13) Long Life Photo Cells
- Repair Concrete

Upfront Cost: \$00.00

Annual Maintenance Cost: \$00.00

Monthly Lease Cost: \$700.00 *

**7-year minimum lease term required and includes complete maintenance of lighting fixtures, conductor, poles, and brackets.*

Applicable taxes not included. This agreement contains confidential and proprietary pricing information that shall be kept as confidential to the fullest extent permitted by Mississippi law. This proposal is good for 60 days.

We will be glad to meet with you and discuss in more detail if you would like. My contact information is provided below. Thank you for the opportunity to serve your lighting needs. Pricing is good for 60 days.

Sincerely,

Bryce Johnson
C:601-616-5546
mbjohnson@southernco.com

Proprietary and Confidential Information

992 West Beach Boulevard
P. O. Box 4079
Gulfport, Mississippi 39502-4079



August 12, 2019

City of Gulfport
Gus Wesson
Parks & Recreation Director
P.O. Box 1700
Gulfport, Mississippi 39502

Re: Ken Combs Pier Lighting

To Mr. Wesson

Mississippi Power Company (MPC) appreciates the opportunity to provide you with a LED lighting proposal for the Ken Combs Pier at the beach in the City of Gulfport MS. This lighting proposal will improve the quality of light for the area which will enhance the safety and security of your facility.

The advantages of using MPC to provide your lighting installation and/or maintenance includes our call center and on-line customer care center, with over 90+ years of lighting experience, quick response from local experienced employees, utility-grade material, and low monthly payments. MPC recommends the following.

Scope of Work:

- Remove: (2) Customer owned Fixtures
- **Install:** (1) 35' Black Aluminum Poles
- **Install:** (20) 30W Solar Lights
- **Install:** (20) 10' Satin Finish Poles
- **Install:** (1) 445W Black LED Fixture
- **Install:** (20) Special Pier Brackets
- **Install:** (100') of Conductor
- **Install:** (1) Photo Cells
- **Install:** (100') Boring

Upfront Cost: \$00.00

Annual Maintenance Cost: \$00.00

Monthly Lease Cost: \$850.00 *

**7-year minimum lease term required and includes complete maintenance of lighting fixtures, conductor, poles, and brackets.*

Applicable taxes not included. This agreement contains confidential and proprietary pricing information that shall be kept as confidential to the fullest extent permitted by Mississippi law. This proposal is good for 60 days.

We will be glad to meet with you and discuss in more detail if you would like. My contact information is provided below. Thank you for the opportunity to serve your lighting needs. Pricing is good for 60 days.

Sincerely,

Bryce Johnson
C:601-616-5546
mbjohnson@southernco.com

Proprietary and Confidential Information

992 West Beach Boulevard
P. O. Box 4079
Gulfport, Mississippi 39502-4079



August 12, 2019

City of Gulfport
Gus Wesson
Parks & Recreation Director
P.O. Box 1700
Gulfport, Mississippi 39502

Re: Herbert Wilson Recreation Center Lighting

To Mr. Wesson

Mississippi Power Company (MPC) appreciates the opportunity to provide you with a LED lighting proposal for the Herbert Wilson Recreation Center in the City of Gulfport MS. This lighting proposal will improve the quality of light for the area which will enhance the safety and security of your facility.

The advantages of using MPC to provide your lighting installation and/or maintenance includes our call center and on-line customer care center, with over 90+ years of lighting experience, quick response from local experienced employees, utility-grade material, and low monthly payments. MPC recommends the following.

Lease:

Scope of Work

- **Remove:** (5) Existing Customer Owned Fixtures
- **Install:** (1) 445W LED Gray Fixture
- **Install:** (3) 333W LED Gray Fixtures
- **Install:** (4) Shorting Caps
- **Install:** (1) Round Adapter

Upfront Cost: \$00.00

Annual Maintenance Cost: \$00.00

Monthly Lease Cost: \$120.00 *

**7-year minimum lease term required and includes complete maintenance of lighting fixtures, adapters.*

Regulated:

Scope of Work

- **Install:** (2) 190W LED Gray Fixtures
- **Install:** (1) 30' Wood pole

Monthly Cost: \$56.54*

**3-year minimum required*

Applicable taxes not included. This agreement contains confidential and proprietary pricing information that shall be kept as confidential to the fullest extent permitted by Mississippi law. This proposal is good for 60 days.

We will be glad to meet with you and discuss in more detail if you would like. My contact information is provided below. Thank you for the opportunity to serve your lighting needs. Pricing is good for 60 days.

Sincerely,

Bryce Johnson
C:601-616-5546
mbjohnson@southernco.com

Proprietary and Confidential Information



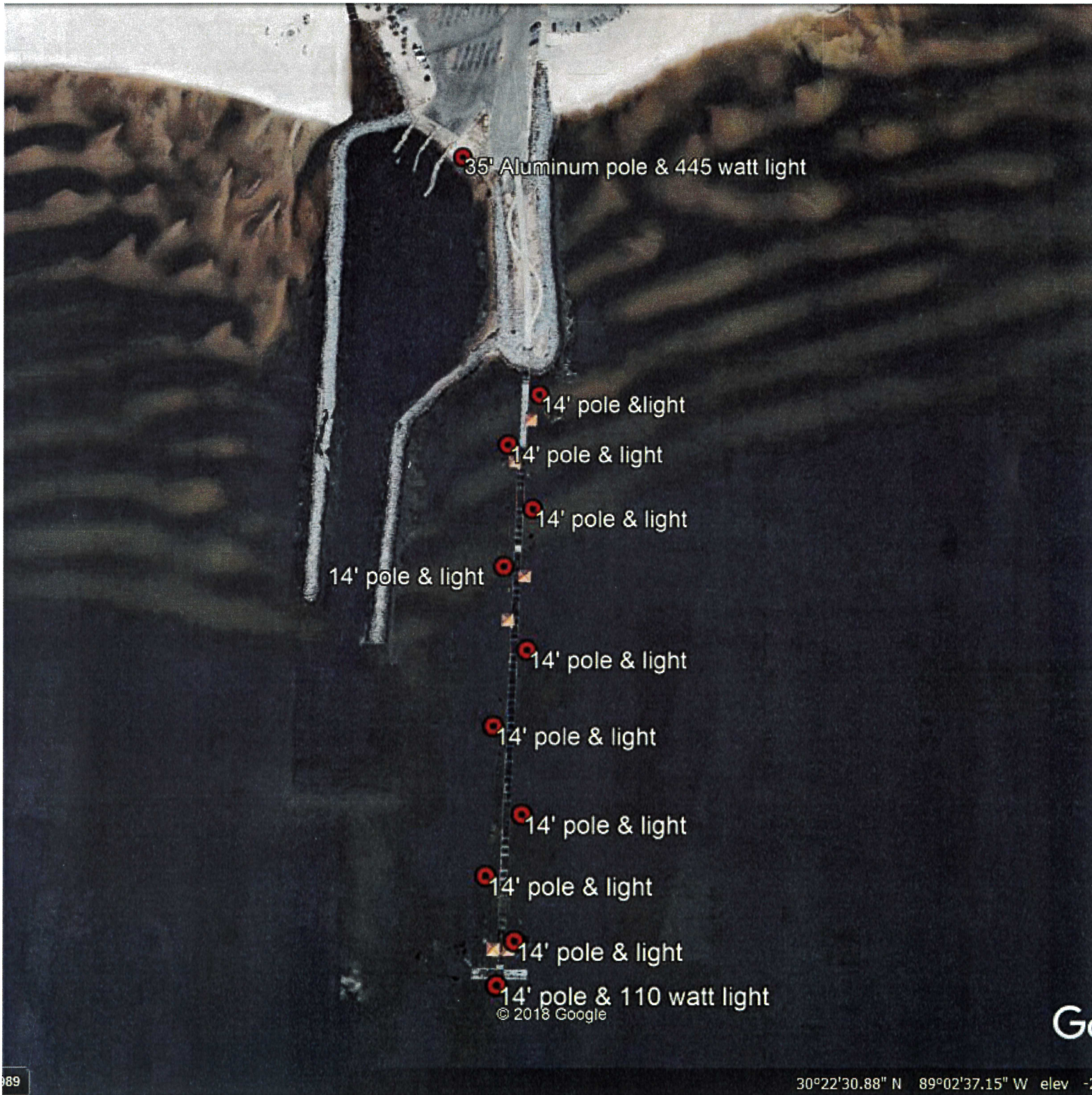
110 watt LED 10' from pull box in cut concrete

(2) 30 watt LED Solar

(2) 110 watt

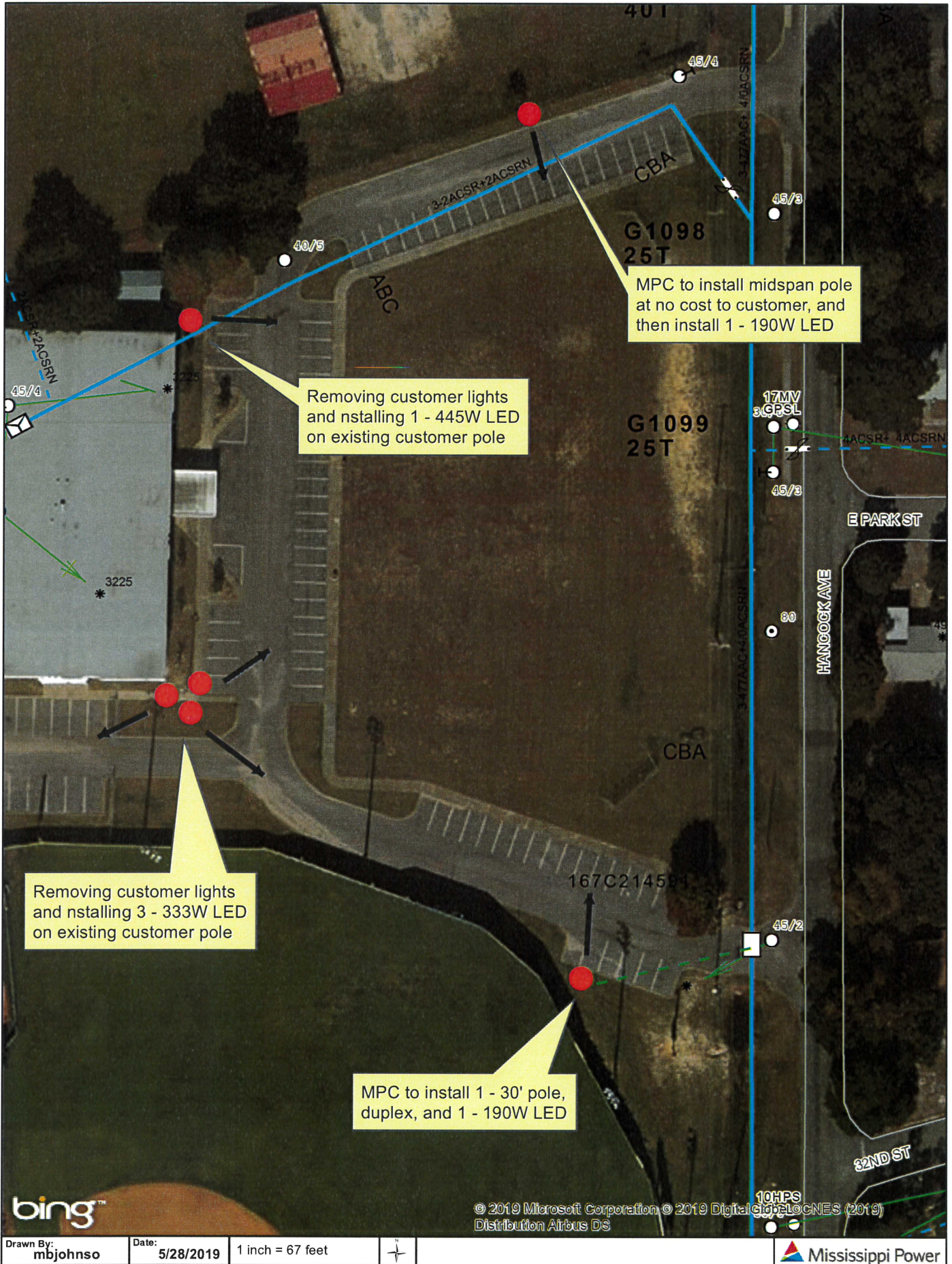
(2) 110 watt

(5) 30 watt LED Solar



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Go



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 THREE (3) “LIGHTING SERVICES – STANDARD LEASE AGREEMENTS) BETWEEN THE CITY OF GULFPORT AND MISSISSIPPI POWER COMPANY, AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport desires to enter into three (3) “Lighting Services – Standard Lease Agreements” with Mississippi Power concerning LED lighting at the Ken Combs Pier, Herbert Wilson Recreation Center and Urie Pier; and

WHEREAS, three (3) proposed “Lighting Services – Standard Lease Agreement” documents are attached hereto as Exhibits “A” (Ken Combs Pier), “B” (Herbert Wilson Recreation Center), “C” (Urie Pier) are attached hereto; and

WHEREAS, approval of the proposed Agreements is believed to be in the best interest of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF 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 “Lighting Services – Standard Lease Agreement” documents are attached hereto as Exhibits “A” (Ken Combs Pier), “B” (Herbert Wilson Recreation Center), “C” (Urie Pier), be and they are hereby approved in the form as attached hereto as Exhibits “A”, “B”, and “C” and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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



Lighting Services – Standard Lease Agreement

Customer Name: City of Gulfport (Ken Combs Pier Lighting)

Phone #: 228-868-5874

Service Address: 135 Courthouse Rd

Gulfport, MS 39507

Mailing Address: P.O. Box 1780

Gulfport, MS 39502

Tax ID#: _____

CSS Account #: _____

Job Order #: _____

GWO #: _____

Type Customer: ☐ Commercial ☐ Industrial ☐ Governmental

Description of Business (Apartment Complex, Restaurant, Ball-field, etc.): Pier

Install: 1-35' Black Alum. Pole, 20- 10' Satin Finish Pole, 1-445W LED Black Fixture, 20-30W LED Solar Fixtures, 20-Special Pier Brackets, 100'-Boring and 100'-Conductor.

Upfront Customer Payment Amount: \$0

Monthly Lease Charge: \$850.00*(Excludes applicable sales tax)

Initial Term of Agreement: 84 Months

Project Notes:

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

Customer's Authorized Signature:

Mississippi Power Company:

Signature: _____

Signature: _____

Print Name: _____

Print Name: Randy Richardson

Print Title: _____

Print Title: Director, Marketing and Sales

Date: _____

Date: _____

1. **Lighting Equipment Lease.** Mississippi Power Company ("MPC") will lease to Customer the "Facilities" described on Page 1 of this Lease Agreement ("Agreement") for use at the "Premises" (the "Service Address" shown on Page 1). Customer grants a license of right of access to MPC (and to MPC's representatives and contractors) to enter the Premises to install, connect, inspect, maintain, test, replace, repair, or remove the Facilities; to remove or disconnect pre-existing equipment as noted; or to conduct any other Agreement-related activity (collectively, the "MPC Activities"). Customer acknowledges that the Facilities, though attached to real property, will always remain the exclusive personal property of MPC and that MPC may remove the facilities when this Agreement ends. Customer also acknowledges that regulatory change during the Agreement term may require MPC to modify or replace some Facilities.
2. **Term.** The "Initial Term" of this Agreement is the period stated on Page 1, calculated from the date of the first monthly bill. After the Initial Term, the Agreement will automatically renew on an annual basis until terminated by either Customer or MPC by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. MPC's address for notice is Mississippi Power Company, ATTN: Marketing Lighting Services, PO Box 4079, Gulfport, MS 39502-4079. Customer's address for notice is the Mailing Address shown on Page 1.
3. **Payment.** MPC will invoice Customer per the terms stated on Page 1. Customer agrees to pay the amount billed by the due date. If there is a balance outstanding past the due date, Customer agrees to also pay a 1.5% late fee on the unpaid monthly balance and also acknowledges that Customer may be required to pay a deposit of up to two times the Monthly Charge in order to continue service. CUSTOMER ACKNOWLEDGES THAT MPC MAKES NO REPRESENTATION OR WARRANTY REGARDING TREATMENT OF THIS TRANSACTION BY THE INTERNAL REVENUE SERVICE OR THE STATUS OF THIS AGREEMENT UNDER ANY FEDERAL OR STATE TAX LAW; CUSTOMER ENTERS INTO THIS AGREEMENT IN SOLE RELIANCE UPON CUSTOMER'S OWN ADVISORS.
4. **Equipment Protection.** Throughout this Agreement's term, Customer will inform its personnel (and any contractor or person performing construction at the Premises or digging near MPC's Facilities) of the Facilities presence. Either Customer or the other party must provide notices and locate requests to the Mississippi One Call System and must coordinate all activities with the One Call Center and with all utility facility owners or operators as required by the then current Mississippi One Call Law. Customer further acknowledges that any such work may require compliance with certain laws and regulations, including, without limitation, the Mississippi High Voltage Power Lines Act, Miss. Code Ann. §§ 45-15-1, et seq., and regulations of the Occupational Safety and Health Administration. These laws and regulations shall be independently consulted by Customer to determine if any additional compliance measures shall be undertaken by Customer prior to commencement of any work; provided, however, that no work shall be performed until such consultation and compliance has been completed. As between Customer and MPC, Customer will bear all costs arising from failure to comply with these laws or for Facility damage caused by anyone other than MPC (or MPC's representatives or contractors). IF THE FACILITIES ARE DAMAGED, CUSTOMER WILL REPORT THE DAMAGE TO MPC AS SOON AS POSSIBLE BY CALLING 800-487-3275.
5. **Maintenance/Repairs.** During this Agreement's term, MPC will maintain the Facilities and will bear the cost of routine repair or replacement. All non-routine maintenance or repair can be done at the Customer's request and will be billed to Customer at then-current MPC rates. Customer must notify MPC of any need for Facility repair by calling 877-656-1836. If the Facility damage was caused by Customer or third party, Customer will reimburse MPC for the repair or replacement cost. Either Party shall be excused from performance of its obligations hereunder other than accrued payment obligations and shall not be construed to be in default in respect of such obligations to the extent that, and for so long as, failure to perform such obligations is due to a Force Majeure Event defined as any occurrence, nonoccurrence or set of circumstances that is beyond the reasonable control of such Party..
6. **Safety/Damages.** CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR THE SAFETY OF THE PREMISES AND ACKNOWLEDGES THAT MPC NEITHER HAS, NOR ASSUMES, ANY OBLIGATION TO ENSURE THE PREMISES' SAFETY. MPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the equipment or any MPC activity under this agreement. Customer will not be entitled to indirect or consequential damages from MPC of any kind (including loss of revenue, loss of actual or anticipated profits, loss of capital costs, loss of business reputation, or punitive damages) arising from any damage or delay involving the Facilities or this Agreement.
7. **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, defend (if requested by MPC), and hold harmless MPC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any claim, demand, damage, expense (including attorney's fees and court costs), action, proceeding, judgment, penalty, fine, cost, or other liability (whether based upon tort, breach of contract, strict liability, equity, or otherwise) of any kind or nature for bodily injury (including death) to persons, damage to real or personal property (including loss of use), monetary damage, or equitable relief caused by or arising out of any act or omission of Customer involving this Agreement, the Facilities, or the Premises, in whatever manner caused and regardless of whether caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of MPC, any other person indemnified under this Agreement, or any other person not a party to this Agreement.
8. **Default.** Customer will be in default if any amount owed under this Agreement is not paid within 45 days of billing. MPC's waiver of any past default will not waive any other default. If default occurs, MPC may, at its discretion, immediately terminate this Agreement, collect all past due amounts and all amounts due for the Facilities during the Agreement's remaining term, remove the Facilities from the Premises, and seek any other available remedy. MPC shall be entitled to reasonable attorney's fees, costs and expenses associated with any claim or litigation concerning Customer's default of this Agreement.
9. **Entire Agreement.** This Agreement contains the parties' entire agreement relating to the Facilities and replaces any prior agreement, written or oral. This Agreement may be modified only by an amendment signed by each party, except that updated contact information (e.g. address, phone number, etc) may be provided at any time by written notice to the other party. This Agreement will be governed by Mississippi law. If any provision is ruled invalid or unenforceable, the Agreement as a whole will not be affected. In this Agreement, "including" means "including, but not limited to."
10. **Pole Attachments.** If Customer desires to attach anything to any Facilities (poles, light fixtures, brackets, etc), Customer must first obtain MPC's written permission. Customer must contact MPC's Lighting Services Business Unit at 877-656-1836 to obtain the proper pole attachment authorization.
11. **Customer Representations.** Customer represents to MPC that: (i) Customer is expressly authorized by all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the MPC Activities (including the use of vehicles, equipment, tools, and materials necessary); (ii) all Premises property lines are clearly and accurately marked; and (iii) the Premises' final grade will vary no more than 6" from the grade existing at the time of Facility installation.
 - a. **Customer Duty.** If MPC agrees to allow Customer to perform any part of the Facility installation (including trenching) itself or through a third party, Customer warrants that its work will meet MPC's installation specifications (which will be provided to the Customer). Customer will bear all reasonable additional costs arising from Customer's non-compliance with MPC's specifications or lack of timely (i.e. 10 days) notice to MPC that MPC's portion of the Facilities installation can commence.
 - b. **Underground Facilities/Obstructions.** Because MPC's Activities may require excavation or digging, Customer acknowledges that **Customer must mark all underground obstructions and private utilities and facilities (e.g. gas lines, water lines, sewer lines, irrigation facilities, low voltage data or communication cables or lines, etc) at the Premises.** Customer warrants either that: (i) all underground obstructions and private utilities and facilities have been marked or will be marked before MPC commences Facility installation or other MPC Activities involving excavation or digging; or (ii) there are no underground obstructions or private utilities or facilities at the Premises.
 - c. **Unforeseen Conditions.** If Customer fails to properly mark or identify a private utility or facility or other underground obstruction, and damage occurs in connection with MPC's Activities, Customer agrees that, as between Customer and MPC, Customer will bear sole responsibility for any and all damages incurred, including MPC and/or third-party damages, and that MPC will have no liability for any damage or resulting delay. Customer also acknowledges that the estimated charges shown on Page 1 include no allowance for any subsurface rock, wetlands, underground stream, buried waste, unsuitable or unstable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not known to Customer or properly identified and marked by Customer. If an unforeseen condition is encountered, MPC, in its sole discretion, may stop all MPC Activity until Customer either remedies the unforeseen condition or agrees to reimburse all MPC expenses arising from the unforeseen condition. Customer will bear all costs of any Facility modification or change requested by Customer or dictated by unforeseen conditions or circumstances outside MPC's control.

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



Lighting Services – Standard Lease Agreement

Customer Name: City of Gulfport (Herbert Wilson Center)

Phone #: 228-868-5874

Service Address: 3625 Herbert Wilson Plaza

Gulfport, MS 39501

Mailing Address: P.O. Box 1780

Gulfport, MS 39502

Tax ID#: _____

CSS Account #: _____

Job Order #: _____

GWO #: _____

Type Customer: ☐ Commercial ☐ Industrial ☐ Governmental

Description of Business (Apartment Complex, Restaurant, Ball-field, etc.): Rec. Center

Install: 1-445W LED Gray Fixture, 3-333W LED Gray Fixtures 4-Shorting Caps and 1-Adapter

Upfront Customer Payment Amount: \$0

Monthly Lease Charge: \$120.00*(Excludes applicable sales tax)

Initial Term of Agreement: 84 Months

Project Notes:

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

Customer's Authorized Signature:

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Mississippi Power Company:

Signature: _____

Print Name: Randy Richardson

Print Title: Director, Marketing and Sales

Date: _____

1. **Lighting Equipment Lease.** Mississippi Power Company ("MPC") will lease to Customer the "Facilities" described on Page 1 of this Lease Agreement ("Agreement") for use at the "Premises" (the "Service Address" shown on Page 1). Customer grants a license of right of access to MPC (and to MPC's representatives and contractors) to enter the Premises to install, connect, inspect, maintain, test, replace, repair, or remove the Facilities; to remove or disconnect pre-existing equipment as noted; or to conduct any other Agreement-related activity (collectively, the "MPC Activities"). Customer acknowledges that the Facilities, though attached to real property, will always remain the exclusive personal property of MPC and that MPC may remove the facilities when this Agreement ends. Customer also acknowledges that regulatory change during the Agreement term may require MPC to modify or replace some Facilities.
2. **Term.** The "Initial Term" of this Agreement is the period stated on Page 1, calculated from the date of the first monthly bill. After the Initial Term, the Agreement will automatically renew on an annual basis until terminated by either Customer or MPC by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. MPC's address for notice is Mississippi Power Company, ATTN: Marketing Lighting Services, PO Box 4079, Gulfport, MS 39502-4079. Customer's address for notice is the Mailing Address shown on Page 1.
3. **Payment.** MPC will invoice Customer per the terms stated on Page 1. Customer agrees to pay the amount billed by the due date. If there is a balance outstanding past the due date, Customer agrees to also pay a 1.5% late fee on the unpaid monthly balance and also acknowledges that Customer may be required to pay a deposit of up to two times the Monthly Charge in order to continue service. CUSTOMER ACKNOWLEDGES THAT MPC MAKES NO REPRESENTATION OR WARRANTY REGARDING TREATMENT OF THIS TRANSACTION BY THE INTERNAL REVENUE SERVICE OR THE STATUS OF THIS AGREEMENT UNDER ANY FEDERAL OR STATE TAX LAW; CUSTOMER ENTERS INTO THIS AGREEMENT IN SOLE RELIANCE UPON CUSTOMER'S OWN ADVISORS.
4. **Equipment Protection.** Throughout this Agreement's term, Customer will inform its personnel (and any contractor or person performing construction at the Premises or digging near MPC's Facilities) of the Facilities presence. Either Customer or the other party must provide notices and locate requests to the Mississippi One Call System and must coordinate all activities with the One Call Center and with all utility facility owners or operators as required by the then current Mississippi One Call Law. Customer further acknowledges that any such work may require compliance with certain laws and regulations, including, without limitation, the Mississippi High Voltage Power Lines Act, Miss. Code Ann. §§ 45-15-1, et seq., and regulations of the Occupational Safety and Health Administration. These laws and regulations shall be independently consulted by Customer to determine if any additional compliance measures shall be undertaken by Customer prior to commencement of any work; provided, however, that no work shall be performed until such consultation and compliance has been completed. As between Customer and MPC, Customer will bear all costs arising from failure to comply with these laws or for Facility damage caused by anyone other than MPC (or MPC's representatives or contractors). IF THE FACILITIES ARE DAMAGED, CUSTOMER WILL REPORT THE DAMAGE TO MPC AS SOON AS POSSIBLE BY CALLING 800-487-3275.
5. **Maintenance/Repairs.** During this Agreement's term, MPC will maintain the Facilities and will bear the cost of routine repair or replacement. All non-routine maintenance or repair can be done at the Customer's request and will be billed to Customer at then-current MPC rates. Customer must notify MPC of any need for Facility repair by calling 877-656-1836. If the Facility damage was caused by Customer or third party, Customer will reimburse MPC for the repair or replacement cost. Either Party shall be excused from performance of its obligations hereunder other than accrued payment obligations and shall not be construed to be in default in respect of such obligations to the extent that, and for so long as, failure to perform such obligations is due to a Force Majeure Event defined as any occurrence, nonoccurrence or set of circumstances that is beyond the reasonable control of such Party..
6. **Safety/Damages.** CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR THE SAFETY OF THE PREMISES AND ACKNOWLEDGES THAT MPC NEITHER HAS, NOR ASSUMES, ANY OBLIGATION TO ENSURE THE PREMISES' SAFETY. MPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the equipment or any MPC activity under this agreement. Customer will not be entitled to indirect or consequential damages from MPC of any kind (including loss of revenue, loss of actual or anticipated profits, loss of capital costs, loss of business reputation, or punitive damages) arising from any damage or delay involving the Facilities or this Agreement.
7. **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, defend (if requested by MPC), and hold harmless MPC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any claim, demand, damage, expense (including attorney's fees and court costs), action, proceeding, judgment, penalty, fine, cost, or other liability (whether based upon tort, breach of contract, strict liability, equity, or otherwise) of any kind or nature for bodily injury (including death) to persons, damage to real or personal property (including loss of use), monetary damage, or equitable relief caused by or arising out of any act or omission of Customer involving this Agreement, the Facilities, or the Premises, in whatever manner caused and regardless of whether caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of MPC, any other person indemnified under this Agreement, or any other person not a party to this Agreement.
8. **Default.** Customer will be in default if any amount owed under this Agreement is not paid within 45 days of billing. MPC's waiver of any past default will not waive any other default. If default occurs, MPC may, at its discretion, immediately terminate this Agreement, collect all past due amounts and all amounts due for the Facilities during the Agreement's remaining term, remove the Facilities from the Premises, and seek any other available remedy. MPC shall be entitled to reasonable attorney's fees, costs and expenses associated with any claim or litigation concerning Customer's default of this Agreement.
9. **Entire Agreement.** This Agreement contains the parties' entire agreement relating to the Facilities and replaces any prior agreement, written or oral. This Agreement may be modified only by an amendment signed by each party, except that updated contact information (e.g. address, phone number, etc) may be provided at any time by written notice to the other party. This Agreement will be governed by Mississippi law. If any provision is ruled invalid or unenforceable, the Agreement as a whole will not be affected. In this Agreement, "including" means "including, but not limited to."
10. **Pole Attachments.** If Customer desires to attach anything to any Facilities (poles, light fixtures, brackets, etc), Customer must first obtain MPC's written permission. Customer must contact MPC's Lighting Services Business Unit at 877-656-1836 to obtain the proper pole attachment authorization.
11. **Customer Representations.** Customer represents to MPC that: (i) Customer is expressly authorized by all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the MPC Activities (including the use of vehicles, equipment, tools, and materials necessary); (ii) all Premises property lines are clearly and accurately marked; and (iii) the Premises' final grade will vary no more than 6" from the grade existing at the time of Facility installation.
 - a. **Customer Duty.** If MPC agrees to allow Customer to perform any part of the Facility installation (including trenching) itself or through a third party, Customer warrants that its work will meet MPC's installation specifications (which will be provided to the Customer). Customer will bear all reasonable additional costs arising from Customer's non-compliance with MPC's specifications or lack of timely (i.e. 10 days) notice to MPC that MPC's portion of the Facilities installation can commence.
 - b. **Underground Facilities/Obstructions.** Because MPC's Activities may require excavation or digging, Customer acknowledges that **Customer must mark all underground obstructions and private utilities and facilities (e.g. gas lines, water lines, sewer lines, irrigation facilities, low voltage data or communication cables or lines, etc) at the Premises.** Customer warrants either that: (i) all underground obstructions and private utilities and facilities have been marked or will be marked before MPC commences Facility installation or other MPC Activities involving excavation or digging; or (ii) there are no underground obstructions or private utilities or facilities at the Premises.
 - c. **Unforeseen Conditions.** If Customer fails to properly mark or identify a private utility or facility or other underground obstruction, and damage occurs in connection with MPC's Activities, Customer agrees that, as between Customer and MPC, Customer will bear sole responsibility for any and all damages incurred, including MPC and/or third-party damages, and that MPC will have no liability for any damage or resulting delay. Customer also acknowledges that the estimated charges shown on Page 1 include no allowance for any subsurface rock, wetlands, underground stream, buried waste, unsuitable or unstable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not known to Customer or properly identified and marked by Customer. If an unforeseen condition is encountered, MPC, in its sole discretion, may stop all MPC Activity until Customer either remedies the unforeseen condition or agrees to reimburse all MPC expenses arising from the unforeseen condition. Customer will bear all costs of any Facility modification or change requested by Customer or dictated by unforeseen conditions or circumstances outside MPC's control.

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



Lighting Services – Standard Lease Agreement

Customer Name: City of Gulfport (Urie Pier Lighting)

Phone #: 228-868-5874

Service Address: 135 Courthouse Rd

Gulfport, MS 39507

Mailing Address: P.O. Box 1780

Gulfport, MS 39502

Tax ID#: _____

CSS Account #: _____

Job Order #: _____

GWO #: _____

Type Customer: ☐ Commercial ☐ Industrial ☐ Governmental

Description of Business (Apartment Complex, Restaurant, Ball-field, etc.): Pier

Install: 11-20' Black Alum. Pole, 7- 10' Satin Finish Pole, 13-110W LED Black Fixture, (7) 30W LED Solar Fixtures (7) Special Pier Brackets, 200' Conduit and 300' Conductor and 13-LL Photo Cells

Upfront Customer Payment Amount: \$0

Monthly Lease Charge: \$700.00*(Excludes applicable sales tax)

Initial Term of Agreement: 84 Months

Project Notes:

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

Customer's Authorized Signature:

Mississippi Power Company:

Signature: _____

Signature: _____

Print Name: _____

Print Name: Randy Richardson

Print Title: _____

Print Title: Director, Marketing and Sales

Date: _____

Date: _____

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

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

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE SERVICES CONTRACT WITH THE SOULAR YOGI, LLC, AND TO
AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT ON BEHALF OF THE
CITY, AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport desires to enter into a Services Contract with the Soular Yogi, LLC, to provide free yoga classes at Jones Park and other locations around the City;

WHEREAS, a proposed Individual Service Contract between The Soular Yogi, LLC and the City of Gulfport is attached hereto as Exhibit “A” for your consideration and approval. .

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

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

SECTION 2. That the “Services Contract” with The Soular Yogi 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 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

STATE OF MISSISSIPPI
COUNTY OF HARRISON

SERVICES CONTRACT

THIS CONTRACT, made and entered into this the _____ day of August, 2019, by and between the City of Gulfport, Mississippi (hereinafter, "City"), with a principal address of P.O. Box 1780, Gulfport, Mississippi 39502 and The Soular Yogi, LLC, (hereinafter, "Contractor"), with a principal address of 1613 25th Avenue, Gulfport, Mississippi 39501, for the provision of free yoga classes at certain City owned facilities by Contractor according to the terms and provisions set forth herein.

WITNESSETH THAT:

WHEREAS, the parties hereto desire to contract for the furnishing of yoga classes at certain City owned facilities by Contractor as more fully described herein.

NOW THEREFORE, in consideration of mutual covenants and Contracts between the City and the Contractor, it is agreed, as follows:

1. **SERVICES.** Contractor shall provide free one hour long yoga classes on the 3rd Saturday of each month, September – December, at 9:00 AM or at some other time as may be agreed to by Contractor and the Director of Leisure Services. The classes shall be offered at Jones Park or at other City owned facilities located within the City of Gulfport as may be agreed to by Contractor and the Director of Leisure Services. Classes are anticipated to have a maximum attendance of thirty (30) persons. Attendees must provide their own yoga mats; Contractor is not obligated to provide any equipment required for the classes. Classes during January through August may be added at the discretion of Contractor and the Director of Leisure Services.
2. **COMPENSATION.** Contractor has agreed to perform the services outlined herein without compensation. The City will, however, promote the yoga classes to the public via its website and other relevant social media platforms.
3. **INDEPENDENT CONTRACTOR RELATONSHIP.** Contractor is not an employee of the City and, as a result, will not be covered by Workers Compensation, group life, accident, or health insurance, or another benefits associated with an employer-employee relationship.
4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire Contract between City and Contractor consist of this Contract ("Services Contract"). There are no Contract Documents other than this Contract.
5. **INDEMNIFICATION/HOLD HARMLESS.** Contractor agrees that it will, and hereby does, fully indemnify, defend and hold harmless the City of Gulfport, Mississippi, from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting form or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused in any way by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of this Contract and the breach of this Contract or in any way arising therefore or relating thereto. The city of Gulfport will notify Contractor in writing of any claim to be indemnified hereunder, of which City has knowledge, and Contractor will, in turn, promptly notify City of any such claim. Contractor shall, at its own expense, control the defense of such

suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

6. **MISCELLANEOUS.** City and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, Contract, representations, and obligations contained herein. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
7. **LICENSES, TAXES, PERMITS AND FEES.** Contractor is fully cognizant that this Contract is a Contractor for services and that an employer-employee relationship does not exist between Contractor and City. Therefore, it is Contractor's responsibility to obtain, at its expense, all licenses and permits and to pay such taxes and fees as may be required of Contractor by Federal, State and local governments in the execution of the terms of this Contract.
8. **TERM AND TERMINATION.** This Contract shall be valid for a one year term, commencing September 4, 2019, and continuing thru September 3, 2020 (initial term). It shall automatically renew for subsequent one year terms (renewal terms). During either the initial term or any renewal term, this Contract may be terminated by either party upon thirty (30) days written notice to the other party.
9. **LEGAL AUTHORITY.** This Contract shall not be binding upon City unless it is approved by the City Council and executed by the Mayor.

IN WITNESS WHEREOF, City and Contractor have executed this Agreement.

CITY:

CITY OF GULFPORT, MISSISSIPPI

BY: _____
BILLY HEWES, MAYOR

CONTRACTOR:

THE SOULAR YOGI, LLC

BY: _____
LATOYA BASS-BARNES, MANAGER



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 of Leisure Services

Date: July 31st, 2019

Re: Letter Requesting Proposal from LaToya Bass-Barnes for Yoga in the Park/Community events, sponsored by The Soular Yogi, in partnership with the City of Gulfport and the Department of Leisure Services.

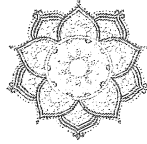
LaToya Bass-Barnes has requested the use of the green space in Jones Park in front of the lighthouse to provide Yoga in the Park/Community events that would occur on the 3rd Saturday of every month, starting on September 21st, 2019 at 9am. Once the Gulfport Harbor Lights Winter Festival begins setup in Jones Park, she is requesting that Yoga in the Park be moved to different community centers and/or parks around the City of Gulfport; such as, Orange Grove, Bayou View Park or Gaston Point, etc. The Yoga instruction that she would provide would be provided pro-bono by herself or another teacher from her Yoga studio. Each Yoga class provided would be a free event for the community.

Ms. Bass-Barnes is asking in return that the City of Gulfport assist in the promotion of these events by displaying the events on the City's website and on the City's Facebook page and any other relevant social media outlets.

We have met with Ms. LaToya Bass-Barnes and we feel these events would greatly benefit the residents of Gulfport, as well as give visitors a free, fun activity to participate in during their stay in our beautiful City.

A handwritten signature in black ink, appearing to read "Gus Wesson".

Gus Wesson



THE SOULAR YOGI

LaToya Bass-Barnes
The Soular Yogi
1613 25th Avenue
Gulfport, MS 39501

July 26, 2019

Brittany Dyess, Special Events Manager
Department of Leisure Services
City of Gulfport
PO Box 1780
Gulfport, MS 39502

Dear Ms. Dyess:

Thank you for taking the time to meet with me on July 16, 2019. This letter summarizes the proposed "Yoga in the Park/Community" events, sponsored by The Soular Yogi, in partnership with the City of Gulfport and the Department of Leisure Services, as discussed in our July 16, 2019 meeting.

The initial proposed event would take place in Jones Park on the "Green" in front of the lighthouse, tentatively on September 21, 2019 at 9:00 am, and would occur on the 3rd Saturday of every month, through December 21, 2019, pending City approval. As discussed, once the Gulfport Harbor Lights Winter Festival begins in Jones Park, Yoga in the Park could be moved to different community centers around the City of Gulfport, to bring yoga to communities where yoga may be inaccessible, i.e. Orange Grove, Bayou View, Gaston Point, etc.

The yoga classes would be one hour in length, the anticipated class size is estimated to be between 15-30 attendees. Yoga instruction would be provided pro-bono by myself, LaToya Bass-Barnes, or another teacher from The Soular Yogi studio, as part of our community outreach mission, or "Seva" Yoga (Seva means "service" in Sanskrit, the ancient language of yoga). Attendees would be asked to bring their own yoga mats/props, and a few spare mats/props would be provided by The Soular Yogi, as needed. In return, The City of Gulfport will agree to assist in the promotion of the events by displaying the events and The Soular Yogi's logo on the City's website (whichever page the City deems most appropriate), and also on the City of Gulfport's Facebook page, and any other relevant social media outlets. I will also promote the events via all The Soular Yogi's social media outlets (Facebook, Instagram, YouTube, etc), to increase awareness and attendance.

I believe that Yoga in the Park/Community would greatly benefit the residents of Gulfport, as well as give visitors a free, fun activity to participate in during their stay in our beautiful city. I also feel that this event would benefit the City of Gulfport, as it encourages and promotes a healthy, active, and proactive lifestyle. Mississippi has been associated with an unhealthy way of life and has long been a leader in

adult and childhood obesity nationwide; The City of Gulfport can be at the forefront of changing that negative image by taking an active approach to provide health and fitness activities to its residents.

Once the last Yoga in the Park/Community event takes place on December 21, 2019, I would like to request a follow-up meeting to assess the event's success and also to determine its level of importance and necessity to The City of Gulfport.

If you should have any further questions or concerns regarding this matter, please contact me at (228)239-8815 (Mobile) or LBASS78@HOTMAIL.COM. On behalf of The Soular Yogi, thank you for your time and for your consideration of this matter.

Sincerely,

LaToya Bass-Barnes, Owner
The Soular Yogi, Yoga and Wellness



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/30/2019

PRODUCER Insurance Plus Willis of New York, Inc., Brookfield Place 200 Liberty Street, 6th Floor New York, NY 10281 800-516-8822		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED LATOYA BASS-BARNES PO BOX 1417 Biloxi, MS 39533-1417 Ins. # 215333		INSURERS AFFORDING COVERAGE INSURER A: Aspen Specialty Insurance Company Report all claims to Insurance Plus Program via e-mail at ProfessionalLiabilityClaims@aspen-insurance.com INSURER B: INSURER C:	NAIC # 10717

COVERAGES

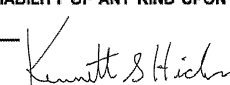
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	#LRAFVTX18A0M	01/13/2019	01/13/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 BUS. PERS. PROP. AGG / DED \$1,000/ \$250
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Professional Liability	#LRAFVTX18A0M	01/13/2019	01/13/2020	2,000,000 per occurrence / \$3,000,000 annual aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Holder named below is listed as an Additional Insured for the General Liability policy.

CERTIFICATE HOLDER

City of Gulfport PO BOX 1780 Gulfport, MS 39502	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	--

ACORD 25 (2009/01)
INS025 (200901)

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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 CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE
DOWNTOWN STREETScape IMPROVEMENTS PROJECT PHASE III B, TO
AUTHORIZE THE MAYOR TO EXECUTE SAID CERTIFICATE,
AND FOR RELATED PURPOSES**

WHEREAS, F&F Construction, Inc., was awarded the contract for the Downtown Streetscape Improvements Project, Phase III B, which project involved demolition of existing pavements, construction of new sidewalks, new street lighting, irrigation and landscaping in the area of 14th Street south to Highway 90 between 21st Avenue to 23rd Avenue near the Aquarium Site; and

WHEREAS, work was substantially completed on the referenced project as of July 11, 2019, including the punch list items which are now completed; and

WHEREAS, the Project Engineer has submitted for review the Certificate of Substantial Completion pertaining to the Downtown Streetscape Improvements Project, Phase III B, which, along with supporting documentation, is attached hereto collectively as Exhibit “A”.

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

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

SECTION 2. That the Certificate of Substantial Completion be and it is hereby approved in the form as is found in Exhibit “A” to this resolution and is found to be in the best interest of

the City, and the Mayor be and he is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 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 Gerard Bellocq, Finance
Dr. John Kelly, CAO Wayne Miller, P.E., Public Works
From: Kris Riemann, P.E. *RKR*
Date: 8/22/19
Re: **Certificate of Substantial Completion**
- Downtown Streetscape Improvements, Phase 3-B

Attached for your consideration is the Certificate of Substantial Completion for the above referenced project. All work was substantially complete as of July 11, 2019. All punch list items listed have been completed by the contractor.

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

I recommend approval.

Please place this item on the September 3, 2019 Council Agenda.

Attachments: 1. Kevin Mullen, P.E., Letter Dated 8/7/19
2. Certificate of Substantial Completion

August 7, 2019

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

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

Dear Mr. Riemann:

Please find enclosed three (3) originals of the Certificate of Substantial Completion for the referenced project.

Please forward all originals for signature and return two (2) to our office for further distribution. Should you have any questions or comments, please feel free to contact me at (228) 864-7612.

Sincerely,



Kevin Mullen, P.E.
Project Engineer

Enclosures

CERTIFICATE OF SUBSTANTIAL COMPLETION

Downtown Streetscape Improvements Project, Phase III-B

DATE OF ISSUANCE: August 2, 2019

OWNER: City of Gulfport

CONTRACTOR: F&F Construction, Inc. ENGINEER: Brown, Mitchell & Alexander, Inc.

PROJECT: Downtown Streetscape Improvements Project – Phase III B

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

TO: City of Gulfport
OWNER

AND TO: F&F Construction, Inc.
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of
OWNER, CONTRACTOR, AND ENGINEER, and that Work is hereby declared to be substantially
complete in accordance with the Contract Documents on

July 11, 2019

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-
inclusive, and the failure to include an item does not alter the responsibility of CONTRACTOR to
complete all the Work in accordance with the Contract Documents. The items on the attached
tentative list shall be completed or corrected by CONTRACTOR within 30 days of the above Date
of Issuance.

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

RESPONSIBILITIES

OWNER: Owner assumes responsibility for security and maintenance starting July 11, 2019. Contractor is responsible for maintenance of landscaping until August 11, 2019.

CONTRACTOR: Contractor to complete the attached list of items to be corrected or completed and provide one full year warranty starting July 11, 2019.

The following documents are attached to and made a part of this Certificate:

Tentative List of Items to be Corrected or Completed

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on

August 6, 2019


Brown, Mitchell & Alexander, Inc.

CONTRACTOR accepts this Certificate of Substantial Completion on _____


F&F Construction, Inc.

OWNER accepts this Certificate of Substantial Completion on _____

City of Gulfport

Memorandum

To: F&F Construction

From: Kevin Mullen *KJM*

RE: Streetscape Phase III-B Final Inspection

Date of Inspection: July 24, 2019

Attendees: Tyler Gentry, Jeremy Harrison, Ryan Merrill, Ken Northington, Jim Odell, Jon Thomas, Josh Fletcher, Aaron James, Jason Robertson, Matt Faucett, Ron Brewer, Kevin Mullen, Wyatt Peterson, Kelcey Bremenkamp

1. Patch the two potholes on the east end of 15th Street.
2. Establish grass in the area between the sidewalk and east end of 15th Street.
3. Grind down the lip at the base of handicap ramp on 15th Street.
4. Place grout on sidewalk next to established grassed area.
5. Cap where conduit is marking the end of irrigation on east end of 15th Street.
6. Remove form board by grate and fire hydrant on 15th Street.
7. Grass area placed behind sidewalk on 15th Street.
8. Grind down the sidewalk on west end of 15th Street near second to last tree well.
9. Center last tree on west end of 15th Street in tree well.
10. Adjust location of stop sign at corner of 15th Street and 22nd Avenue
11. Place asphalt patch around curb on 15th Street and 22nd Avenue.
12. Wreck forms from the west corner of 15th Street
13. Fix the asphalt patches on 22nd Avenue.
14. Fix the corner of the curb inlet on 22nd Avenue
15. Grind down/ clean where there was an over pour of concrete on sidewalk on 22nd Avenue
16. Grind down the lip of the drive to apartment complex on 22nd Avenue.
17. Remove the concrete splatter from Regions Bank
18. Place mulch in planted area between Regions Bank and sidewalk
19. Improve handrails to be ADA compliant – add grab bar
20. Clean off the meter box outside south entrance of Regions Bank
21. Patch asphalt on Regions Bank south driveway
22. Patch the curb on 14th Street near big oak tree
23. Grind down sidewalk on west end of 14th Street near third paved area
24. Patch asphalt on corner of 14th Street and 23rd Avenue
25. Adjust location of stop sign at corner of 14th Street and 23rd Avenue
26. Remove the plastic from all tactile warning surfaces.
27. Pick up all debris, trash, sediment along site.
28. Place sand in all the brick paved areas.

29. Remove tubing from light pole stands.
30. Clean sidewalk
31. Fix all the cracks in the sidewalk and curb along entire site
32. Landscape items attached

CHRISTIANPREUS

Landscape Architecture

Mailing:
307 De La Mare Avenue
Fairhope, AL 36532

1011 Desoto Street
Ocean Springs, MS 39564

T : 855.539.5086
M : 228.547.8586
F : 855.539.5086

DATE OF OBSERVATION: July 10, 2019

PUNCH LIST: ISSUED

PROJECT: Gulfport Streetscape, Phase 3B

CONTRACTOR: Gulf Breeze, LLC.

REVIEWED BY: Christian Preus – CPLA Principal

This is a punch list of items that need to be addressed by the general contractor, landscape contractor, and irrigation contractor. The attached images represent examples of some of the punch list items that need to be completed.

SITE & LANDSCAPE:

1. Clean trunks on palms as discussed
2. Move 1st row of juniper in areas discussed to fill extra bed.
3. Move 5 roses to fill extra bed.
4. Add quantity of 11 Coral Drift Roses to fill extra bed
5. Install turnbuckles on stakes.
6. Stake all trees.
7. Center trees on grates.
8. Remove tags and bamboo from material.
9. Straighten leaning trees.
10. Superthrive struggling material.
11. Make mulch flush with curb in palm wells.
12. Fill new beds with bed prep (max 3" below curb at edge of concrete)
13. Install site furnishings as discussed with back legs of benches mounted to concrete.
14. Install polymeric sand in pavers.
15. Clean all beds of trash.
16. Touch up pine straw.
17. Clean walks and paved areas.
18. Remove all brown Palm fronds.
19. Remove and replace any dead plant material
20. Show proof of pre-emergent installation.
21. Remove weeds in all bed areas.

IRRIGATION

1. Provide as-builts per specs.
2. Minimize overspray in all areas.
3. Adjust nozzles.
4. Provide owner's manual and orientation at completion of Phase III.
5. Install rain sensor in Phase III.
6. Replace broken or incorrect Nozzles.
7. Final walk through of system will be conducted after all punch list items are complete.









Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: August 15, 2019

**Re: Request Permission to Purchase Promotional Items
Leisure Services Department**

The Leisure Services Department is requesting permission to purchase promotional items for City sponsored events. Events include but are not limited to beads and handouts for the Sugarplum Saturday Christmas parade, Daddy Daughter Dance, Senior Mardi Gras Mambo, handouts, candy, snacks/refreshments, entertainment and food for the annual Boo Bash event, handouts and food for the upcoming Senior Activity fall events, such as Thanksgiving and Christmas. The total amount requested is NTE \$17,500.00.

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

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

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

Thank you for your consideration.

Items for Connie for Council 09/03/2019

I am going to send Connie the following in an email and she will then put in memo format and add her procurement laws and she will then send over to council to be placed on docket.

-Request to purchase beads and handouts for Sugarplum Saturday Christmas parade and also for the Daddy Daughter Dance and Senior Mardi Gras Mambo
Cost = \$5,000

-Request to purchase handouts, candy, snacks/refreshments, entertainment, and food for the annual Boo Bash event
Cost = \$7,500

-Request to purchase handouts and food for upcoming Senior Activity fall events such as Thanksgiving and Christmas
Cost = \$5,000

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

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

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

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure of approximately \$17,500.00 for the purchase of items for events such as handouts and beads for Sugarplum Saturday Christmas parade, Daddy Daughter Dance and Senior Mardi Gras Mambo, handouts, candy, snacks/refreshments, entertainment and food for annual Boo Bash event and handouts and food for upcoming Senior Activity fall events such as Thanksgiving and Christmas. The items identified hereto serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through the City Council and Administration, is hereby authorized to expend municipal funds in the approximate amount of \$17,500.00 for items for events such as Sugarplum Saturday Christmas parade, Daddy Daughter Dance, Senior Mardi Gras

Mambo, handouts, candy, snacks/refreshments, entertainment, and food for the annual Boo Bash event, and handouts and food for upcoming Senior Activity fall events such as Thanksgiving and Christmas.

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

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 THE BLESSING OF THE BADGES & BOOTS TO BE HELD ON WEDNESDAY, SEPTEMBER 11, 2019, 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



August 21, 2019

Gulfport City Council Members
2309 15th Street
Gulfport, MS 39501

RE: Street Closure request for Blessing of the Badges & Boots

Dear Council Members:

A special event is being planned for the Blessing of the Badges & Boots by the Gulfport-area Ecumenical Fellowship. The Coast Ecumenical Fellowship is a gathering of churches and clergy from across racial, denomination, and geographic boundaries, who seek to bear a common witness to Jesus Christ on the Mississippi Gulf Coast.

Event: Blessing of the Badges & Boots

Date: Wednesday, September 11, 2019

Location: Close 15th Street from 23rd Avenue to 24th Avenue (in front of City Hall)

Timeline: Requested closure timeline is from 3:00 p.m. until 9:00 p.m.

We will also block the parking lot south of the Fire Station to install the Children's Area.

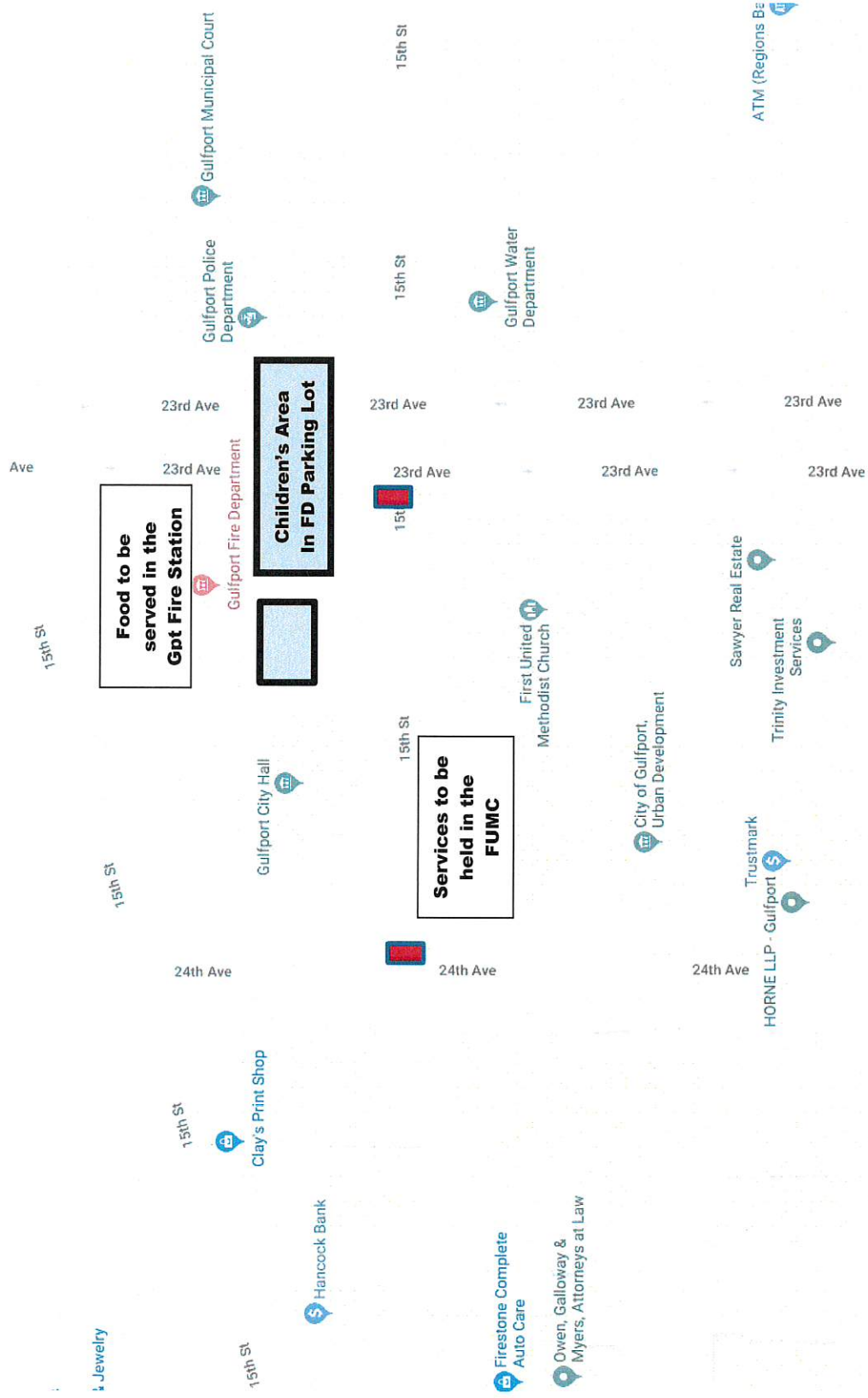
We are requesting approval to close this area to allow the have a dining area and entertainment zone for the block party in the Gulfport fire Department after the services to be held in the First United Methodist Church.

Sincerely yours,

A handwritten signature in blue ink that reads 'Laurie Toups'. The signature is fluid and cursive, with the first name 'Laurie' being more prominent than the last name 'Toups'.

Laurie Toups
Director, Gulfport Main Street

Blessing of the Badges & Boots Wednesday 9/11/19



**6 Road Closed Barricades delivered Tuesday 8 am
15th St between 24th & 23rd Avenues will be closed
from 4pm – 9pm**

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 WESTMINSTER PRESBYTERIAN CHURCH ANNUAL FALL FESTIVAL TO BE HELD ON SEPTEMBER 28, 2019, 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



August 27, 2019

The Hon. Rusty Walker
Member, Gulfport City Council
2309 15th Street
Gulfport, Mississippi 39501

Transmitted via email

Dear Mr. Walker:

Westminster Presbyterian Church will be hosting its annual Fall Festival on Saturday, September 28, 2019, from 2 p.m. to 4 p.m. This event is one of the congregation's long-standing ministries to the community at large and includes no admission fee, nor does the church, itself, offer any items or activities for sale. In recent years, other local community agencies and partners, such as Lynn Meadows Discovery Center, the Gulfport Fire Department, the Humane Society of South Mississippi, and local Boy Scout and Girl Scout troops, among others, have joined us in this event to provide a wholesome, safe afternoon of fun, particularly for young children and their families.

Because of Westminster's proximity to Bayou View Park, the Fall Festival has, for many years, been held on both church property and in the park. We do not, of course, attempt to restrict access to anyone else seeking to use the park property during the festival's hours.

This year, our festival chairman, Karen Barnard, has asked me to inquire about the possibility of a brief road closure to facilitate safe passage between the church and the park, and around the northwestern edge of the park, during the festival. Specifically, if it would be permissible, we would request closure of Lawson Avenue from just south of the private driveway at 5000 Lawson Avenue to 50th Street; the closure of 50th Street from Lawson Avenue to Kendall Avenue; and the closure of Jefferson Avenue from 50th Street to Kendall Circle, from 1 p.m. to 4:30 p.m. on September 28.

I do apologize for the relatively late request, and, certainly, if Karen or I can provide any further information, we would be glad to do so.

Sincerely,

Will Shurley,
Pastor,
Westminster Presbyterian Church

5005 Lawson Avenue | Gulfport, MS 39507
ph 228.864.3143 | fx 228.864.3247

office@gulfportchurch.org | www.gulfportchurch.org | facebook.com/gulfportwpc



8/21/19

RE: Road Closure information for the 10th Annual View the Cruise

We are requesting approval for road closures for the 10th Annual View the Cruise as follows:

Friday October 4 (9am) until Monday October 7 (9am)

The small stage riser will be installed in front (in the bend) of the Depot on 27th Ave

The large stage will be installed on 13th Street @ the RR (on the Vlahos Property). This installation will only impede traffic for an hour on the morning on Friday October 4 and during the removal for an hour on Monday October 7, 2019.

Saturday October 5 from 3pm until 11pm – Parade & Saturday Night Concert

Parade

4:00 – 6:00 pm The Cardboard Cut-out Parade (run by Gulfport PD) will meet at the Depot on 27th Avenue. The parade route is as follows:

Route:

South on 27th Avenue from the Depot to 13th St. to the Cadillac Stage at 13th St & 27th Ave., then return north on 27th Ave. to disband at the Depot.

26th Avenue & 14th Street will be reopened after the parade disbands.

Saturday Night Concert

7:00 – 10:00 pm The stage for the concert will be on the Vlahos property on 13th Street, and the concert-goers will spill out onto 13th Street to 27th Avenue.

Road closure for the concert:

3:00 – 11:00 pm

Southern & northern sections of 13th Street from 28th Avenue (west) and 26th Avenue (east). 27th Avenue from 14th Street to the Highway 90 access road to the south, except for permitted vehicles that will be allowed to park behind the stage.

Ingress & egress will be allowed to the parking areas across from Half-Shell from 25th Avenue.

Sunday October 6 - 5:00 a.m. to 6:00 p.m. This date includes no other vehicular traffic allowed except for classic/exotic vehicle, classic motorcycles & permitted vehicles.

Highway 49/25th Avenue heading South, no thru traffic past 17th St.

26th Ave. at 17th St. will be closed to through traffic except exotic, classic cars & vintage motorcycles, leading in to the city owned parking lot at 16th St.

The cruiser parking/event areas: between Coast Roast & Pop Brothers at 16th St, west to the RR tracks is the NEW expanded area for View the Cruise, featuring cars, music, food & beverages.

If you need to go east - Traffic will be directed to turn east on 19th St. & detoured to go south on 20th Ave.

If you need to go west - Traffic will be directed to turn west on 19th St. & detoured to go south on 30th Ave.

Highway 49 southbound will be closed to all vehicular traffic **EXCEPT** Classic Cars, Vintage Motorcycles & Exotic Cars & emergency vehicles

Highway 49 north will be closed to all vehicular traffic **EXCEPT** Classic Cars & emergency vehicles

Highway 90 at Highway 49/25th Avenue will be closed going northbound to all vehicular traffic except emergency.

If you need to go north on Highway 49, you will be directed to use an alternate route
Turn north on 20th Avenue, go north to 19th Street, turn left to Highway 49

14th St from 29th Ave to 21st Ave will be closed to all vehicular traffic **EXCEPT** Classic Cars, Vintage Motorcycles & emergency vehicles

13th St East & West will be closed to all vehicular traffic **EXCEPT** Classic Cars, Vintage Motorcycles & emergency vehicles

Scenic Drive East & West will be closed to all vehicular traffic **EXCEPT** Classic Cars, Vintage Motorcycles & emergency vehicles from Hwy 49 to 23rd Ave.

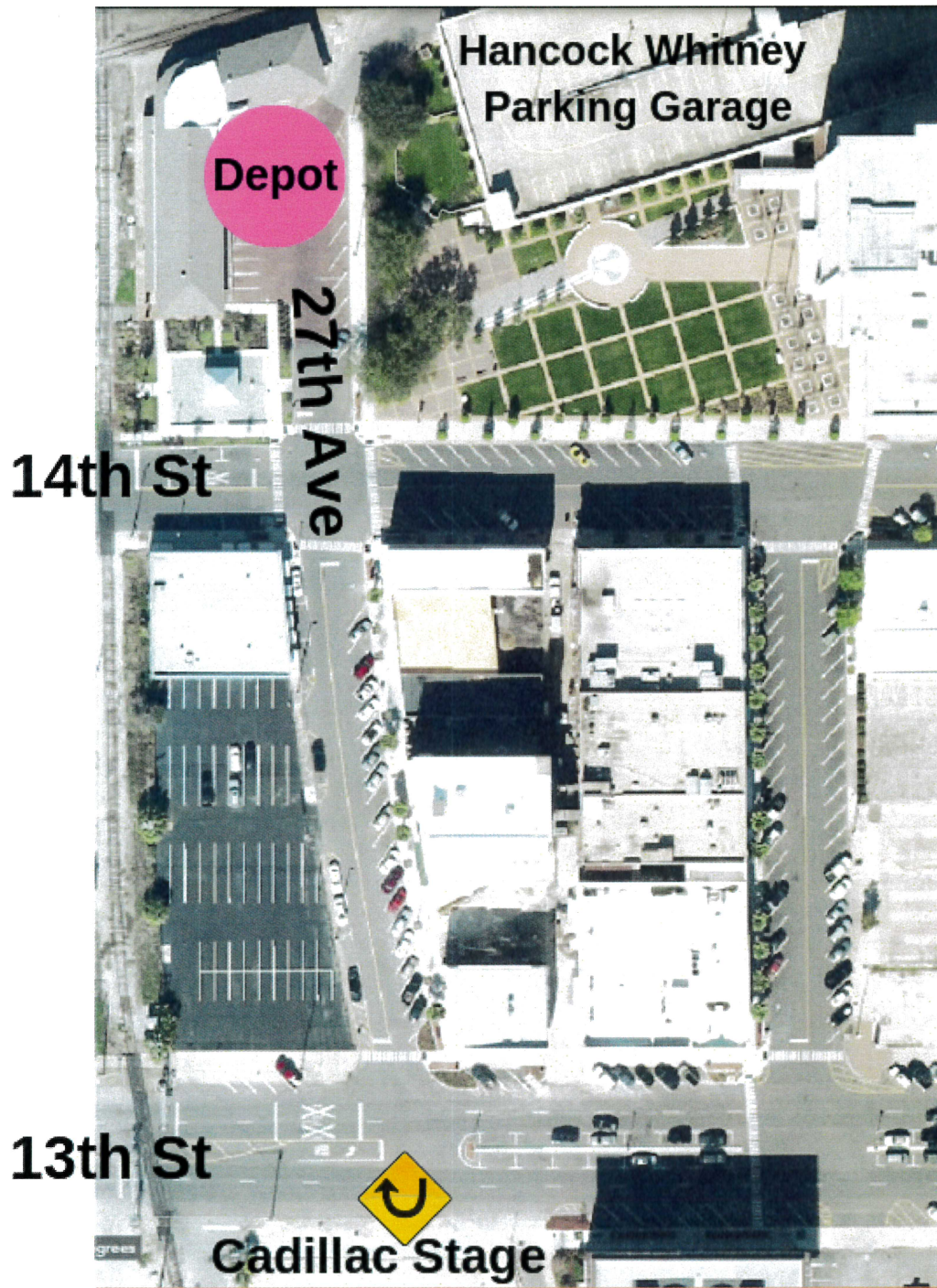
Thank you for your consideration,

Laurie Toups

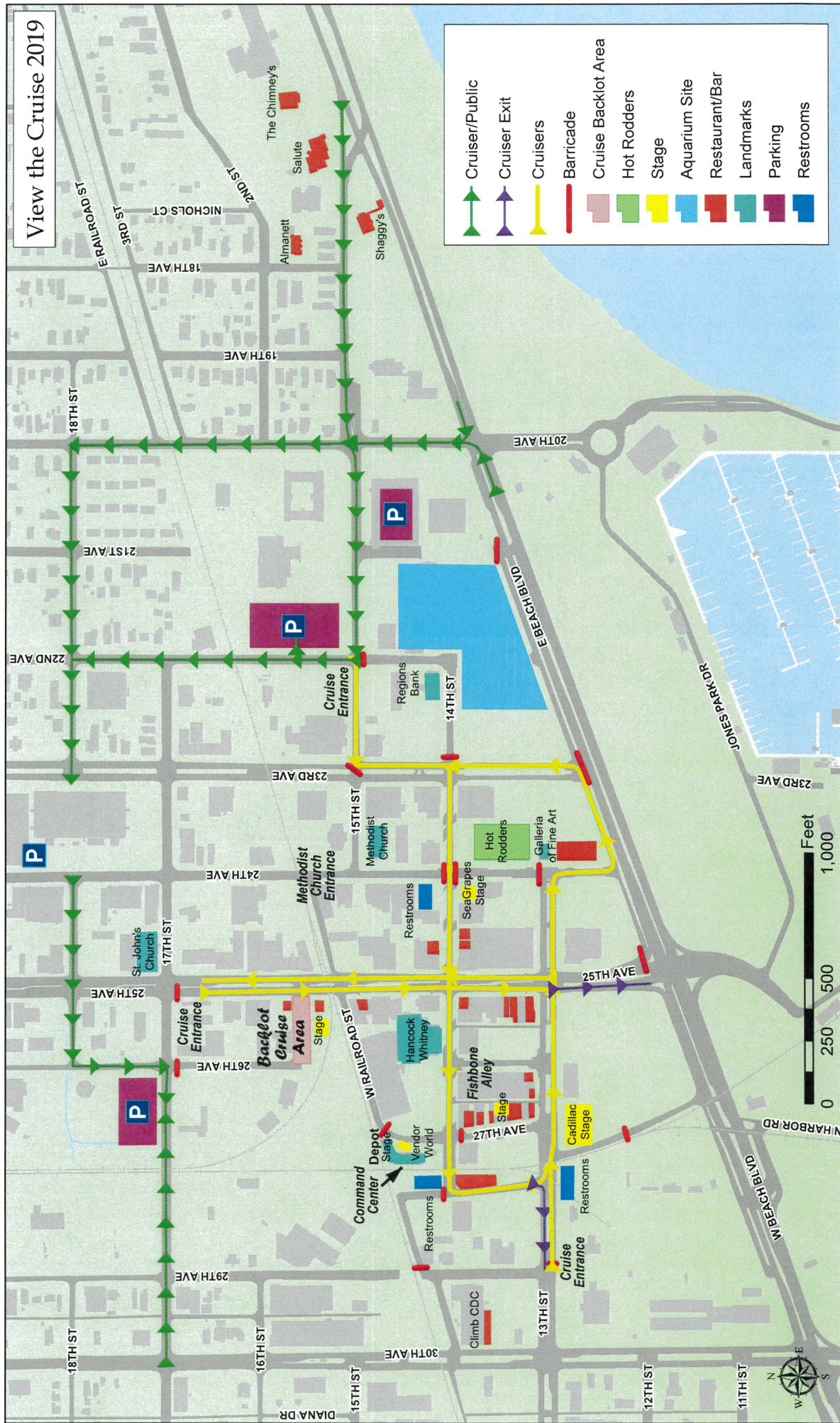
Sincerely,
Laurie Toups
Gulfport Main Street

10th Annual View the Cruise Car-dboard Cut-Out Parade Saturday October, 2019

**Gather at 4pm at the Depot (downtown Gulfport) to prepare for lineup
Parade starts at 4:30pm at the Depot, heads south on
27th Avenue to the Cadillac Stage on 13th Street
& returns to the Depot to disband**



View the Cruise 2019



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

A RESOLUTION TO APPROVE THE TEMPORARY CLOSURE OF MUNICIPAL RIGHT OF WAY FOR THE 10TH ANNUAL VIEW THE CRUISE EVENT TO BE HELD ON OCTOBER 4 – 7, 2019, 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

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 THE PINK DRESS RUN EVENT TO BE HELD
ON OCTOBER 19, 2019, 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



August 22, 2019

Gulfport City Council Members
2309 15th Street
Gulfport, MS 39501

RE: Street Closure request for the Pink Dress Run 2019

Dear Council Members:

A special event is being planned for the Pink Dress Run presented by the Carter's Champions to combat Breast Cancer. The Pink Dress Run is a gathering of like-minded people in pink dresses raising money to support the efforts to help cure breast cancer.

Event: Pink Dress Run 2019

Date: Saturday October 19, 2019

Location:

- Road closure request for Friday October 18 @8am to install large stage at the corner of 28th Ave & 14th St. 14th St will be closed from 27th-28th Ave from Fri 10/18-Mon 10/21.
- 28th Avenue will be closed during the installation of the stage and reopened on Friday.
- Pink Dress Run event Sat 10/19 - site includes 14th St from 27th - 28th Ave., the parking lot across the street from Chandeleur Brewing. Access to the parking lot will be closed to parking on Saturday to allow vendors to setup for the event. Barricades will be used to close the lot, access to 28th Ave at 13th St & @ 15th St by the RR
- The Run will take place at approx. 1pm starting at 28th Ave & 14th St, east to 23rd Ave, north to 15th St east to 22nd Ave, turn around and return on the same route. This is an open route with protection at intersections.

Timeline: Requested closure timeline is Friday from 8:00 a.m. until Monday 9:00 a.m.

Thank for your consideration for our request for this special event street closing.

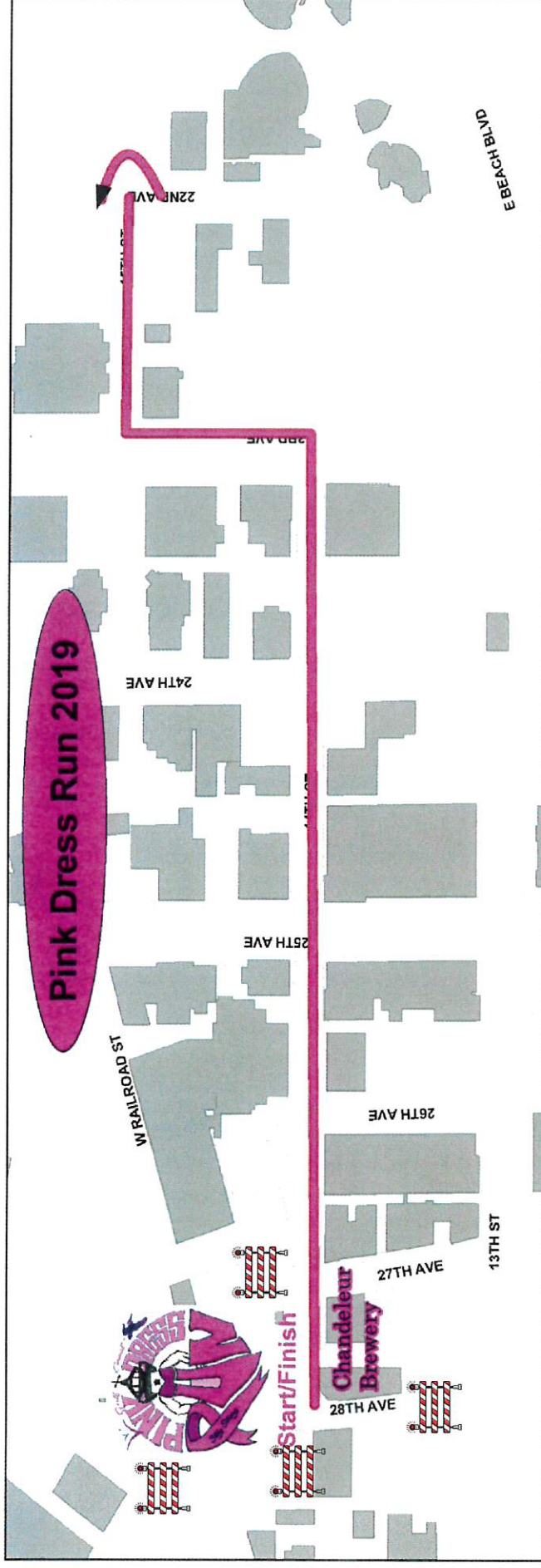
Sincerely yours,

Laurie Toups
Director, Gulfport Main Street

Pink Dress Run

Saturday October 19, 2019

Road closure & barricade request



Road closure request for Friday October 18 @8am to install large stage at the corner of 28th Ave & 14th St. 14th St will be closed from 27th-28th Ave from Fri 10/18-Mon 10/21.

28th Avenue will be closed during the installation of the stage and reopened on Friday.

Pink Dress Run event Sat 10/19 - site includes 14th St from 27th - 28th Ave., the parking lot across the street from Chandeleur Brewing. Access to the parking lot will be closed to parking on Saturday to allow vendors to setup for the event. Barricades will be used to close the lot, access to 28th Ave at 13th St & @ 15th St by the RR

The Run will take place at approx 1pm starting at 28th Ave & 14th St, east to 23rd Ave, north to 15th St east to 22nd Ave, turn around and return on the same route. This is an open route with protection at intersections.

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Leonard Papania

Date: August 21, 2019

Re: Budget Amendment

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

Check number (213363) amount of \$1,367.20

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

Account Number	Increase Amount	Increase Amount
Forfeiture and Seizure County and Local Shared Capital -- 277-630100		1,367.20
County/Local Shared Revenue 275-493100	1,367.20	1,367.20

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	For & Seiz		Date	08/21/19
Department #	275/277		Budget Entry #	2019-91
Department Name	Police Dept			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	21,722	4,425	1,367	27,515
Total	21,722	4,425	1,367	27,515
Revenue 275-493100	-	28,936	1,367	30,304

This money was issued to the City of Gulfport for a forfeiture resulting from a drug related arrest. This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes.

Amendment # 2019-91

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Leonard Papania

Date: August 21, 2019

Re: Budget Amendment

Gulfport Police Department received Automated Email Notification from DEA sharing on August 20th, of the following electronic deposits of forfeited funds.

- CATS (18-DEA-642930) \$705.39
- CATS (18-DEA-642933) \$31,691.40
- CATS (19-DEA-647650) \$50,996.40

Account Number	Increase Amount	Increase Amount
Federal Shared Revenue 275-492800		83,393.19
Operating Supplies - 276-610700	10,000.00	
Capital – 276-630100	73,393.19	
TOTAL	83,393.19	83,393.19

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes.

Your consideration of this request is very much appreciated.

City of Gulfport

Budget Amendment Request

Fund Name	For & Seiz		Date	08/21/19
Department #	275/276		Budget Entry #	2019-90
Department Name	Police Dept			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	120,264	(103,994)	10,000	26,270
Other Services	317,434	114,345	73,393	505,171
Capital	-	-	-	-
Total	437,698	10,351	83,393	531,442
Revenue 275-492800	-	10,351	83,393	93,744

This money is from DEA sharing of forfeited funds received on August 20, 2019. This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes.

Amendment # 2019-90

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Leonard Papania

Date: August 23, 2019

Re: Increase Line Item

The following checks were issued by Connie Ladner office Circuit Clerk of Harrison County for Restitution on several drug related arrest.

Check number (44423) amount of \$50.00 (GPD case)

Check number (44422) amount of \$466.00 (GPD case)

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

Account Number	Increase Amount	Increase Amount
Forfeiture and Seizure County and Local Shared Capital -- 277-630100		516.00
County/Local Shared Revenue 275-493100	516.00	

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.

City of Gulfport

Budget Amendment Request

Fund Name	For & Seiz	Date	08/23/19
Department #	275/277	Budget Entry #	2019-92
Department Name	Police Dept		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	27,515	5,792	516	33,823
Total	27,515	5,792	516	33,823
Revenue 275-493100	-	30,304	516	30,820

This money was issued to the City of Gulfport for a forfeiture resulting from drug related arrests. This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes.

Amendment # 2019-92



**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: Mayor Billy Hewes
City Council

From: Gus Wesson, Director

Date: August 26, 2019

Subject: Budget Amendment to create a Budget for an AARP Grant Account

The funds for this grant will be used for the Brickyard Bayou Bike Trail System.

The Department of Leisure Services is requesting a Budget Amendment to open an account for the AARP Grant for the Brickyard Bayou Bike Trail System in the amount of \$10,000.

Line Item	Increase	Decrease
Bike Trail Revenue 010-470100-29027	\$10,000	
Bike Trail Expenditures 345-640100-29027	\$10,000	

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

City of Gulfport

Budget Amendment Request

Fund Name	Capital Construction
Department #	010/345
Department Name	Leisure Services

Date	08/26/19
Budget Entry #	2019-93

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	37,236,407	7,509,569	10,000	44,755,976
Total	37,236,407	7,509,569	10,000	44,755,976
Revenue 010-470100	1,635,000	(734,451)	10,000	910,549

The Department of Leisure Services is requesting a Budget Amendment to open an account for the AARP Grant for the Brickyard Bayou Bike Trail System.

Amendment # 2019-93

City of Gulfport

Budget Amendment Request

Fund Name	General Fund	Date	08/28/19
Department #	213/315	Budget Entry #	2019-94
Department Name	Police Dept		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
213				
Personnel	14,689,885	(645,217)	(50,000)	13,994,668
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	-	-	-	-
Total	14,689,885	(645,217)	(50,000)	13,994,668
315				
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	-	16,532	50,000	66,532
Total	-	16,532	50,000	66,532

We request a budget amendment of \$50,000 to cover the installation of the concrete-filled steel bollard system. The request is to move the money from our 213-600100 (wage and salaries) line item to 315-630100 so the traffic project can be completed.

Amendment # 2019-94



Billy Hewes
MAYOR

GULFPORT POLICE DEPARTMENT

OFFICE OF THE CHIEF OF POLICE

MAYOR COUNCIL FORM OF GOVERNMENT
2220 15TH STREET
P.O. DRAWER "S"
GULFPORT, MISSISSIPPI 39501
228.868.5959



Leonard Papania
CHIEF OF POLICE

To: Mayor Billy Hewes

From: Chief Leonard Papania

Date: August 28, 2019

Re: Budget Amendment

Chief of Police is requesting a budget amendment of \$50,000 to cover the installation of the city's concrete-filled steel bollard system. The request is to move the money from our 213-600100 (wage and salaries) line item to 315-630100 so the traffic project can be completed.

Line Item	Decrease	Increase
Wages and Salaries 213-600100	-50,000.00	
Traffic- 315-630100		50,000.00
Total	-50,000.00	50,000.00

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

LEONARD PAPANIA
Chief of Police
Gulfport Police Department

MEMORANDUM – CITY OF GULFPORT

Date: AUGUST 26, 2019

To: Mayor Billy Hewes
City Council Members

From: Greg Pietrangelo, Director
Department of Urban Development

Re: Resolutions Awarding Bids For Lot Clean-Up and/or Demolitions Of
Certain Property Within The City Of Gulfport And Providing For
Assessment Of Cost To The Said Properties Being Presented To The
City Council On The 3rd Day Of September, 2019.

**Please place the attached item on the above referenced council agenda for
resolutions awarding bids.**

MEMORANDUM – CITY OF GULFPORT

Date: AUGUST 26, 2019

To: Mayor Billy Hewes
City Council Members

From: Department of Urban Development
Code Enforcement

Subject: Awarding Of Bids

**RE: Resolution Awarding Bids For Lot Cleanups and/or Demolition Of
Certain Property Within The City Of Gulfport And Providing For
Assessment Of Cost To The Said Properties Being Described:**

WARD 1

Parcel 1: 0711H-04-035.001. LOT 4 BLK 8 SOUTHMOOR HEIGHTS RESURVEY.
Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For
\$100.00 To REMOVE ALL TRASH AND DEBRIS REMOVE CLUTTER FROM
CARPORT From Site Located At 3913 16TH ST. (BLACKSTON ADRON A)

WARD 2

Parcel 2: 0910M-03-034.000. LOTS 16 TO 18 INC BLK 23 MYRTLE RESURVEY.
Awarded To TWIN CITY LAWN CARE For \$148.00 To CUT AND CLEAN
THE PROPERTY From Site Located At 834 28TH ST. (CORNWELL ESTHER
M)

Parcel 3: 0911B-02-029.000. LOT 12 BLK 2 GULF VIEW ADD SEC 1/8/2011. Awarded
To RICHMOND CONSTRUCTION For \$79.00 To CUT AND CLEAN THE
PROPERTY From Site Located At 208 16TH ST. (CHAVEZ LETICIA)

Parcel 4: 0910P-01-001.000. LOT 55 X 200 FT S BY MONTALBANO E BY
TEAGARDEN RD N BY HAND W BY COAST VIEW INC SEC 36-7-11.
Awarded To GRASSMASTERS LAWN SERVICE LLC For \$500.00 To CUT
AND CLEAN THE PROPERTY REMOVE WEEDS & VINES From Site Located
At 510 TEGARDEN RD. (HUDSON KAREN)

Parcel 5: 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. Awarded To RICHMOND CONSTRUCTION
For \$69.00 To CUT AND CLEAN THE PROPERTY From Site Located At 615
RUTH AVE. (SANDERS TIMOTHY)

Parcel 6: 0910M-03-043.000. CAUSE #05-01382(1) LOTS 17-19 BLK 15 MYRTLE RESURVEY. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For \$74.00 To CUT AND CLEAN THE PROPERTY REMOVE ALL TRASH AND DEBRIS From Site Located At 3002 6TH AVE. (EMPIRE INVESTMENTS #2 LLC)

WARD 3

Parcel 7: 0810P-01-127.000. LOTS 46 TO 48 BLK 11 CENTRAL PARK. Awarded To TWIN CITY LAWN CARE For \$230.00 To CUT AND CLEAN THE PROPERTY REMOVE ALL TRASH AND DEBRIS From Site Located At 1200 32ND ST. (MARTIN MICHAEL JACKSON & TINA)

Parcel 8: 0911D-01-068.000. . Awarded To TWIN CITY LAWN CARE For \$128.00 To CUT AND CLEAN THE PROPERTY REMOVE ALL TRASH AND DEBRIS From Site Located At HEWES AVE. (STATE OF MS)

WARD 5

Parcel 9: 0808O-02-084.000. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For \$258.00 To CUT AND CLEAN THE PROPERTY REMOVE ALL TRASH AND DEBRIS From Site Located At 123 RALPH DR. (SLADE BARBARA L -EST-)

Parcel 10: 0808I-03-168.000. BEG 195 FT N OF SW COR OF NE 1/4 OF NE 1/4 E 300 FT N 145 FT W 300 FT S 145 FT TO BEG IN NE 1/4 OF NE 1/4 SEC 10-7-11. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For \$98.00 To CUT AND CLEAN THE PROPERTY From Site Located At 14107 CLIFFORD DR. (CLIFFORD W H SR -EST-)

TOTAL: \$ 1684.00

There came on for consideration at a meeting of the Mayor and Members of the Council of the City of Gulfport, Mississippi, held on the 3rd day of September, 2019, the following Resolution:

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

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

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

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

- Parcel 1: 0711H-04-035.001. LOT 4 BLK 8 SOUTHMOOR HEIGHTS RESURVEY. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For \$100.00 To REMOVE ALL TRASH AND DEBRIS REMOVE CLUTTER FROM CARPORT From Site Located At 3913 16TH ST. (BLACKSTON ADRON A)
- Parcel 2: 0910M-03-034.000. LOTS 16 TO 18 INC BLK 23 MYRTLE RESURVEY. Awarded To TWIN CITY LAWN CARE For \$148.00 To CUT AND CLEAN THE PROPERTY From Site Located At 834 28TH ST. (CORNWELL ESTHER M)
- Parcel 3: 0911B-02-029.000. LOT 12 BLK 2 GULF VIEW ADD SEC 1/8/2011. Awarded To RICHMOND CONSTRUCTION For \$79.00 To CUT AND CLEAN THE PROPERTY From Site Located At 208 16TH ST. (CHAVEZ LETICIA)
- Parcel 4: 0910P-01-001.000. LOT 55 X 200 FT S BY MONTALBANO E BY TEAGARDEN RD N BY HAND W BY COAST VIEW INC SEC 36-7-11. Awarded To GRASSMASTERS LAWN SERVICE LLC For \$500.00 To CUT AND CLEAN THE PROPERTY REMOVE WEEDS & VINES From Site Located At 510 TEGARDEN RD. (HUDSON KAREN)
- Parcel 5: 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. Awarded To RICHMOND CONSTRUCTION For \$69.00 To CUT AND CLEAN THE PROPERTY From Site Located At 615 RUTH AVE. (SANDERS TIMOTHY)
- Parcel 6: 0910M-03-043.000. CAUSE #05-01382(1) LOTS 17-19 BLK 15 MYRTLE RESURVEY. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For \$74.00 To CUT AND CLEAN THE PROPERTY REMOVE ALL TRASH AND DEBRIS From Site Located At 3002 6TH AVE. (EMPIRE INVESTMENTS #2 LLC)
- Parcel 7: 0810P-01-127.000. LOTS 46 TO 48 BLK 11 CENTRAL PARK. Awarded To TWIN CITY LAWN CARE For \$230.00 To CUT AND CLEAN THE PROPERTY REMOVE ALL TRASH AND DEBRIS From Site Located At 1200 32ND ST. (MARTIN MICHAEL JACKSON & TINA)

- Parcel 8: 0911D-01-068.000. . Awarded To TWIN CITY LAWN CARE For \$128.00 To CUT AND CLEAN THE PROPERTY REMOVE ALL TRASH AND DEBRIS From Site Located At HEWES AVE. (STATE OF MS)
- Parcel 9: 0808O-02-084.000. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For \$258.00 To CUT AND CLEAN THE PROPERTY REMOVE ALL TRASH AND DEBRIS From Site Located At 123 RALPH DR. (SLADE BARBARA L -EST-)
- Parcel 10: 0808I-03-168.000. BEG 195 FT N OF SW COR OF NE 1/4 OF NE 1/4 E 300 FT N 145 FT W 300 FT S 145 FT TO BEG IN NE 1/4 OF NE 1/4 SEC 10-7-11. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For \$98.00 To CUT AND CLEAN THE PROPERTY From Site Located At 14107 CLIFFORD DR. (CLIFFORD W H SR -EST-)

WHEREAS, the Mayor and Members of the Council find and do so determine that pursuant to bids heretofore received for lot cleanup and/or demolition of certain property described above in the City of Gulfport, that the bid price noted above is the lowest and best price and should be accepted; and

WHEREAS, the Mayor and Members of the Council further find and do so determine that Notice to Proceed should be given to the listed property above, and that the actual costs of cleanup should be assessed against the property as provided by law including a \$250.00 penalty.

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

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

SECTION 2. That the individual bids for the cleanup of the certain properties described above within the City of Gulfport, should be accepted as the lowest and best bid/bid price.

SECTION 3. That Notice to Proceed should be immediately given to the lowest and best bidder as noted above and the completion of all work shall be accomplished within 30 calendar days. If extenuating circumstances occur, the company may request an extension of time in writing to complete the work.

SECTION 4. That the costs of lot cleanup, plus a \$250.00 penalty, should be assessed as a lien against the said properties and shall be enrolled in the Office of the Circuit Clerk of the First Judicial of Harrison County, Mississippi, as other judgments are enrolled, as provided by law.

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

YEAS:

NAYS:

ABSENT:

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT OF THE COUNCIL

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

APPROVED:

MAYOR

FACILITY USE AGREEMENT (TOURNAMENT)

GULFPORT SPORTSPLEX – GOLDIN PARK

THIS AGREEMENT is dated as of the 12 day of JULY, 2019 by and between the CITY of Gulfport, Mississippi (hereinafter called City) and DUSTIN ALMONES (hereinafter called Promoter) ^{OFF THE MAIN SPORTS} for the use of the facilities located in and/or near the City of Gulfport's Sportsplex or Goldin Park as more fully identified in Promoter's Facility Use Application which is attached hereto as Exhibit "A" an incorporated herein by reference (hereinafter, "Requested Facilities"), pursuant to the terms and conditions and under the authority hereinafter set forth:

IT IS HEREBY AGREED:

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

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

- A. To reserve the fields noted in the Facility Use Application on the dates and at the times set forth therein, the Facility Use Application must be submitted and the Agreement executed by the Promoter and the City. Additionally, a \$500.00 deposit must be submitted at least ninety (90) days prior to the start of the Tournament. The deposit shall be applied to the Use and/or Cancellation Fee and noted on the invoice. This Agreement shall not be valid

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unless the Facility Use Application is attached hereto as Exhibit "A" and the \$500.00 deposit is received by the City at least ninety (90) days prior to the start of the Tournament.

- B. An invoice for the balance of the Use Fee shall be mailed or e-mailed to the Promoter within two (2) week days of the conclusion of the Tournament. Promoter shall reimburse the City for the City's costs associated with any damaged or lost equipment and such costs will be billed separately upon completion of repairs or purchase of replacement equipment. Payment is due to the City from the Promoter within thirty (30) days of invoice date.
- C. Any invoices not paid within thirty (30) days of invoice date will be turned over for collection and the City reserves the right to cancel any or all other Tournaments currently contracted with the City by Promoter.
- D. Each tournament shall be on a separate Facility Use Application.
- 3. RULES AND REGULATIONS. Promoter shall strictly enforce the "Rules and Regulations" set forth in Exhibit "B" hereto. Failure of Promoter to strictly enforce the same shall constitute a breach of this Agreement.
- 4. SPONSORS. Promoter agrees and understands that the City has entered into certain "exclusive rights" agreements or contracts including, but not limited to, agreements or contracts concerning food and/or beverage. As a result, Promoter shall advise the City, in writing, of any sponsors of or associated with the Tournament on the Facility Use Application or immediately upon tentatively securing a sponsor for an already scheduled Tournament. No Tournament or other sponsor shall be in conflict, direct or otherwise, with any exclusive rights sponsor or contractor of the City. The City reserves the sole discretion to determine if a proposed sponsor would conflict, direct or otherwise, with any exclusive rights sponsor or contractor of the City. Should a sponsor conflict, directly or otherwise, with a City "exclusive rights" agreement or contract, the City has the sole discretion to advise the Promoter to drop the sponsor and/or to cancel the tournament without recourse by Promoter.
- 5. CANCELLATION. Promoter must advise the City of Tournament or field cancellation no less than ten (10) days prior to the scheduled start of a Tournament. If Tournament is cancelled less than ten (10) days prior to the schedule start of a Tournament, Promoter shall pay a \$75.00 per grass field per day cancellation fee or \$100.00 per artificial turf field per day cancellation fee, whichever is applicable.
- 6. CITY RIGHTS AND RESPONSIBILITIES.
 - A. The City (i.e., any City employee) has the right to remove any team, player, vendor, or group from the Sportsplex due to misconduct or infraction of rules.
 - B. The City shall provide trash pick up.
 - C. The City's decision on playability of the fields due to inclement weather or any other circumstances prior to or during a Tournament shall be final.
 - D. The City has the right to remove any person, team, player, vendor, group or spectator from the complex due to misconduct or infraction of rules.
 - E. The City shall provide contract concession operation for the hours of the Tournament.
 - F. The City shall prepare contracted fields per specifications prior to first game.
 - G. The City shall inspect and clean restrooms (replace toilet paper, trash bags, and cleaning supplies.

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- H. The City shall open and secure facility entrance gates daily.
- I. The City shall provide access to scoreboard towers and field lights as requested.
- J. The City shall provide emergency call list.
- 7. PROMOTER RIGHTS AND RESPONSIBILITIES.
 - A. Promoter may coordinate motel arrangements and retain any revenue.
 - B. Promoter may sell t-shirts and other non-food or non-beverage merchandise via a City approved vendor. Promoter shall compensate the City \$75/day for each merchandise vendor. Vendors must work under Promoter's Mississippi Sales Tax number or under the Vendors' own Mississippi Sales Tax numbers. Vendors shall contact the Sportsplex Manager at least three (3) weeks prior to scheduled Tournament.
 - C. Promoter shall obtain a Mississippi Sales Tax number to collect gate admissions or sell non-food and non-beverage merchandise. The Mississippi Sales Tax number must either be on file with the City or be provided to the Sportsplex Manager at least one week prior to Tournament or Tournament. Promoter and any approved vendors are responsible for reporting to the Mississippi Department of Revenue.
 - D. Food Vendors may be allowed ONLY with written approval from the City's concessions contractor and the City. A \$50.00 per day per food vendor charge shall be paid to the City.
 - E. Promoter is responsible for marking and dragging fields during the Tournament. The City will provide rakes, shovels, line, lime and line marker. After any rain, a Sportsplex representative must be contacted before any work will be done to the fields. No trench digging allowed.
 - F. Promoter must vacate the fields at the designated time.
 - G. Promoter may charge an entry fee and retain all revenues and may charge a gate admission fee into its Tournament and shall have full rights to gate admission during the Tournament.
 - H. Promoter shall contact the Sportsplex Manager for vendor approval if any merchandise vendors are planned for a Tournament. Food and beverage vendors are not allowed.
 - I. Promoter will be responsible for the conduct of all players and spectators attending the Tournament and shall enforce all applicable rules and regulations as may, from time to time, be promulgated by the City of Gulfport.
 - J. Promoter shall ensure that all Tournaments held at the complex are sanctioned through a governing body.
 - K. Promoter shall provide a final Tournament scheduled at least three (3) days prior to the start of the Tournament.
 - L. Promoter shall complete a field specification form and advise the Sportsplex Manager of the name of the Tournament Director at least five (5) days prior to the start of the Tournament.
 - M. Promoter shall provide proof of sanctioning organization.
 - N. Promoter shall secure light and score towers each night during the Tournament.
- 8. UTILITY VEHICLE. The City, upon request of Promoter, may provide utility vehicles to Promoter to maintain fields, empty trash and as a means of transportation. The following rules shall be enforced by Promoter with regard to use of the City owned utility vehicles:
 - A. All drivers must be at least 16 years of age and possess a valid driver license.
 - B. Only employees or contractors of Promoter are authorized to use the utility vehicles.

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

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

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circumstances of the Tournament. Minimum liability coverage limits shall be \$2,000,000.00 "per occurrence".

- iii. Special Tournaments or Hazards. Promoter shall furnish a list of all Tournaments or activities to be staged on the leased premises, or otherwise to be sponsored as a part of the Tournament staged on the leased premises. No special Tournaments or activities shall be held in connection with the Tournament that are excluded from the Promoter's public liability insurance coverage, unless a separate policy is furnished for the excluded activities naming the City as insured and fulfilling the same requirements and limits or liability as specified for Promoter's public liability insurance. Holding of any such activities excluded from the coverage and not specifically approved by the City for the Tournament by the City of Gulfport shall void this Agreement and permit the City to terminate the Tournament immediately.
 - iv. Additional requirements. The City shall have the right to refuse to allow any special activity deemed by the City to be extra hazardous in nature. The City shall further have the right to require as a condition precedent to all other requirements hereof, additional insurance (increased coverage) shall be furnished to cover the Tournament or activity, or that the Promoter's public liability over and above the insurance coverage for the special Tournament. The City shall have the unconditional right to refuse to approve any policy of insurance, or the holding of any Tournament, where in its sole discretion, the City is not adequately insured against the risk involved.
 - v. Contingency Provision. The City reserves the right to cancel this lease agreement or make substitute facilities available if implementation or change of the City's Master Plan should cause said facilities to be moved or to no longer be available for short term rental purposes, or in the Tournament of an unforeseen emergency or disaster.
10. NOTICE. Any official written notices required to be given under this Contract shall be hand delivered or mailed by U.S. Mail to the following:

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

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

Promoter: Dustin Albones (Name of Promoter)
1200 N. N. Lane (Address)
Thibodaux, LA 70301 (City, State and Zip)

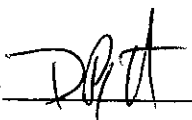
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Also, for unofficial notices, and requests, Promoter may notify City by contacting the Office of the Chief Administrative Officer, telephone number 868-5770.

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: _____

Dated: _____, 201__

Promoter:

Dustin Albaros 2/6/19 OTC 20 Chw Sports
(Name of Promoter)

By: _____

Dustin Albaros
Owner OTC (Printed name and title of person signing)

Dated: July 12, 2019

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DA

FACILITY USE APPLICATION

Aug 30 Sept 1

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: July 12, 2019

Promoter (CORPORATE NAME):

~~OTC Sports~~Doston Albarres d/b/a
Off the Chain Sports

Name of Tournament:

Gulfport Opening Day

Sanctioning Body:

OTC Sports

Primary Contact Person:

Doston Albarres

Physical address:

174 Bayou Lafourche Dr Thib, LA 7030

Mailing address, if different:

N/A

E-mail address:

otcsportsceo@gmail.com

Phone: (Hm)

985-859-0865

(Wk)

(Cell)

(Fax)

Alternate Contact Person:

Auston Albarres

Physical address:

126 Mark Lane Thib, LA 70301

Mailing address, if different:

N/A

E-mail address:

auston.otc@gmail.com

Phone: (Hm)

985-914-5516

(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:

~~Aug 30 Sept 1~~ Sept 1 2019

The undersigned understands that the fields and dates requested herein are not reserved for the above named tournament until such time as a Facility Use Agreement has been executed by the Promoter or its representative and the City of Gulfport. At all time, the Promoter agrees to abide by the terms of the Use Agreement. This Application is submitted by the undersigned for or on behalf of the aforementioned promoter.

Signature

Date

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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OFFTHEC-01

GBATES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/15/2019

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

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

PRODUCER Terry L. Green & Associates, Inc. 3100 Five Forks Trickum Road Suite 101 Lilburn, GA 30047	CONTACT NAME: Terry Green	FAX (A/C, No):
	PHONE (A/C, No, Ext):	
	E-MAIL ADDRESS: terry@esportsinsurance.com	
INSURED Off the Chain Sports, LLC 126 Mark Lane Thibodaux, LA 70901	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Houston Casualty Company	42374
	INSURER B: Berkley Life & Health Insurance Company	64890
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSO WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Abuse/Molestation ☒ \$1M OCC/ \$2M AGG GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	18/7007391-10405	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PARTICIPANTS \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		18/7007391-10405	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Medical/Accident		PAI L014001058903	7/1/2018	7/1/2019	EXCESS 25,000
B	Deductible \$250		PAI L014001058903	7/1/2018	7/1/2019	AD&D 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is provided under this policy for sponsored and supervised activities of the named insured for which a premium has been paid.

Youth Baseball Tournaments

CERTIFICATE HOLDER NAMED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

CANCELLATION

City of Gulfport
2309 15th Street
Gulfport, MS 39501

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

FACILITY USE AGREEMENT (TOURNAMENT)

GULFPORT SPORTSPLEX – GOLDIN PARK

THIS AGREEMENT is dated as of the 12 day of July, 2019, by and between the CITY of Gulfport, Mississippi (hereinafter called City) and Dustin Albano (hereinafter called Promoter) *OTK All chain sports* for the use of the facilities located in and/or near the City of Gulfport's Sportsplex or Goldin Park as more fully identified in Promoter's Facility Use Application which is attached hereto as Exhibit "A" an incorporated herein by reference (hereinafter, "Requested Facilities"), pursuant to the terms and conditions and under the authority hereinafter set forth:

IT IS HEREBY AGREED:

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

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

- A. To reserve the fields noted in the Facility Use Application on the dates and at the times set forth therein, the Facility Use Application must be submitted and the Agreement executed by the Promoter and the City. Additionally, a \$500.00 deposit must be submitted at least ninety (90) days prior to the start of the Tournament. The deposit shall be applied to the Use and/or Cancellation Fee and noted on the invoice. This Agreement shall not be valid

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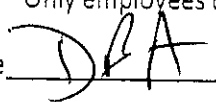
unless the Facility Use Application is attached hereto as Exhibit "A" and the \$500.00 deposit is received by the City at least ninety (90) days prior to the start of the Tournament.

- B. An invoice for the balance of the Use Fee shall be mailed or e-mailed to the Promoter within two (2) week days of the conclusion of the Tournament. Promoter shall reimburse the City for the City's costs associated with any damaged or lost equipment and such costs will be billed separately upon completion of repairs or purchase of replacement equipment. Payment is due to the City from the Promoter within thirty (30) days of invoice date.
 - C. Any invoices not paid within thirty (30) days of invoice date will be turned over for collection and the City reserves the right to cancel any or all other Tournaments currently contracted with the City by Promoter.
 - D. Each tournament shall be on a separate Facility Use Application.
3. RULES AND REGULATIONS. Promoter shall strictly enforce the "Rules and Regulations" set forth in Exhibit "B" hereto. Failure of Promoter to strictly enforce the same shall constitute a breach of this Agreement.
4. SPONSORS. Promoter agrees and understands that the City has entered into certain "exclusive rights" agreements or contracts including, but not limited to, agreements or contracts concerning food and/or beverage. As a result, Promoter shall advise the City, in writing, of any sponsors of or associated with the Tournament on the Facility Use Application or immediately upon tentatively securing a sponsor for an already scheduled Tournament. No Tournament or other sponsor shall be in conflict, direct or otherwise, with any exclusive rights sponsor or contractor of the City. The City reserves the sole discretion to determine if a proposed sponsor would conflict, direct or otherwise, with any exclusive rights sponsor or contractor of the City. Should a sponsor conflict, directly or otherwise, with a City "exclusive rights" agreement or contract, the City has the sole discretion to advise the Promoter to drop the sponsor and/or to cancel the tournament without recourse by Promoter.
5. CANCELLATION. Promoter must advise the City of Tournament or field cancellation no less than ten (10) days prior to the scheduled start of a Tournament. If Tournament is cancelled less than ten (10) days prior to the schedule start of a Tournament, Promoter shall pay a \$75.00 per grass field per day cancellation fee or \$100.00 per artificial turf field per day cancellation fee, whichever is applicable.
6. CITY RIGHTS AND RESPONSIBILITIES.
- A. The City (i.e., any City employee) has the right to remove any team, player, vendor, or group from the Sportsplex due to misconduct or infraction of rules.
 - B. The City shall provide trash pick up.
 - C. The City's decision on playability of the fields due to inclement weather or any other circumstances prior to or during a Tournament shall be final.
 - D. The City has the right to remove any person, team, player, vendor, group or spectator from the complex due to misconduct or infraction of rules.
 - E. The City shall provide contract concession operation for the hours of the Tournament.
 - F. The City shall prepare contracted fields per specifications prior to first game.
 - G. The City shall inspect and clean restrooms (replace toilet paper, trash bags, and cleaning supplies.

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- H. The City shall open and secure facility entrance gates daily.
 - I. The City shall provide access to scoreboard towers and field lights as requested.
 - J. The City shall provide emergency call list.
7. PROMOTER RIGHTS AND RESPONSIBILITIES.
- A. Promoter may coordinate motel arrangements and retain any revenue.
 - B. Promoter may sell t-shirts and other non-food or non-beverage merchandise via a City approved vendor. Promoter shall compensate the City \$75/day for each merchandise vendor. Vendors must work under Promoter's Mississippi Sales Tax number or under the Vendors' own Mississippi Sales Tax numbers. Vendors shall contact the Sportsplex Manager at least three (3) weeks prior to scheduled Tournament.
 - C. Promoter shall obtain a Mississippi Sales Tax number to collect gate admissions or sell non-food and non-beverage merchandise. The Mississippi Sales Tax number must either be on file with the City or be provided to the Sportsplex Manager at least one week prior to Tournament or Tournament. Promoter and any approved vendors are responsible for reporting to the Mississippi Department of Revenue.
 - D. Food Vendors may be allowed ONLY with written approval from the City's concessions contractor and the City. A \$50.00 per day per food vendor charge shall be paid to the City.
 - E. Promoter is responsible for marking and dragging fields during the Tournament. The City will provide rakes, shovels, line, lime and line marker. After any rain, a Sportsplex representative must be contacted before any work will be done to the fields. No trench digging allowed.
 - F. Promoter must vacate the fields at the designated time.
 - G. Promoter may charge an entry fee and retain all revenues and may charge a gate admission fee into its Tournament and shall have full rights to gate admission during the Tournament.
 - H. Promoter shall contact the Sportsplex Manager for vendor approval if any merchandise vendors are planned for a Tournament. Food and beverage vendors are not allowed.
 - I. Promoter will be responsible for the conduct of all players and spectators attending the Tournament and shall enforce all applicable rules and regulations as may, from time to time, be promulgated by the City of Gulfport.
 - J. Promoter shall ensure that all Tournaments held at the complex are sanctioned through a governing body.
 - K. Promoter shall provide a final Tournament scheduled at least three (3) days prior to the start of the Tournament.
 - L. Promoter shall complete a field specification form and advise the Sportsplex Manager of the name of the Tournament Director at least five (5) days prior to the start of the Tournament.
 - M. Promoter shall provide proof of sanctioning organization.
 - N. Promoter shall secure light and score towers each night during the Tournament.
8. UTILITY VEHICLE. The City, upon request of Promoter, may provide utility vehicles to Promoter to maintain fields, empty trash and as a means of transportation. The following rules shall be enforced by Promoter with regard to use of the City owned utility vehicles:
- A. All drivers must be at least 16 years of age and possess a valid driver license.
 - B. Only employees or contractors of Promoter are authorized to use the utility vehicles.

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

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

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circumstances of the Tournament. Minimum liability coverage limits shall be \$2,000,000.00 "per occurrence".

- iii. Special Tournaments or Hazards. Promoter shall furnish a list of all Tournaments or activities to be staged on the leased premises, or otherwise to be sponsored as a part of the Tournament staged on the leased premises. No special Tournaments or activities shall be held in connection with the Tournament that are excluded from the Promoter's public liability insurance coverage, unless a separate policy is furnished for the excluded activities naming the City as insured and fulfilling the same requirements and limits or liability as specified for Promoter's public liability insurance. Holding of any such activities excluded from the coverage and not specifically approved by the City for the Tournament by the City of Gulfport shall void this Agreement and permit the City to terminate the Tournament immediately.
 - iv. Additional requirements. The City shall have the right to refuse to allow any special activity deemed by the City to be extra hazardous in nature. The City shall further have the right to require as a condition precedent to all other requirements hereof, additional insurance (increased coverage) shall be furnished to cover the Tournament or activity, or that the Promoter's public liability over and above the insurance coverage for the special Tournament. The City shall have the unconditional right to refuse to approve any policy of insurance, or the holding of any Tournament, where in its sole discretion, the City is not adequately insured against the risk involved.
 - v. Contingency Provision. The City reserves the right to cancel this lease agreement or make substitute facilities available if implementation or change of the City's Master Plan should cause said facilities to be moved or to no longer be available for short term rental purposes, or in the Tournament of an unforeseen emergency or disaster.
10. NOTICE. Any official written notices required to be given under this Contract shall be hand delivered or mailed by U.S. Mail to the following:

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

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

Promoter: Destan Alkawas (Name of Promoter)
120 MARK LANE (Address)
PHILADELPHIA, LA 70301 (City, State and Zip)

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

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

[REST OF PAGE LEFT BLANK INTENTIONALLY]

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IN WITNESS WHEREOF as duly authorized:

City:

CITY OF GULFPORT, MISSISSIPPI

By:


Gus Wesson or Rusty Ramage for Billy Hewes, Mayor

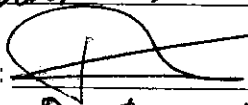
Attest: _____

Dated: _____, 201__

Promoter:

Dustin Albones 1/6/14 OFF At Chain Sports
(Name of Promoter)

→ By:


Dustin Albones (Printed name and title of person signing)
OWNER OTC

Dated: 1/12, 2017

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FACILITY USE APPLICATION

Nov 23-24

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: July 12, 2019Promoter (CORPORATE NAME): ~~OTC Sports~~ Dustin Albarras
dib/a off the beach sportsName of Tournament: Gulf Coast AA Fall StateSanctioning Body: OTC SportsPrimary Contact Person: Dustin AlbarrasPhysical address: 126 Mark Lane Thib, LA 70301Mailing address, if different: N/AE-mail address: otcsportsced@gmail.comPhone: (Hm) 985-859-0865 (Wk) _____ (Cell) _____ (Fax) _____Alternate Contact Person: Austin AlbarrasPhysical address: 126 Mark Lane Thib, LA 70301Mailing address, if different: N/AE-mail address: austin.otc@gmail.comPhone: (Hm) 985-414-5516 (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: November 23-24 2019

The undersigned understands that the fields and dates requested herein are not reserved for the above named tournament until such time as a Facility Use Agreement has been executed by the Promoter or its representative and the City of Gulfport. At all time, the Promoter agrees to abide by the terms of the Use Agreement. This Application is submitted by the undersigned for or on behalf of the aforementioned promoter.

Signature

Date

Dustin Albarras

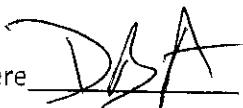
Printed Name

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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OFFTHEC-01

GBATES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2019

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

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

PRODUCER Terry L. Green & Associates, Inc. 3100 Five Forks Trickum Road Suite 101 Lilburn, GA 30047	CONTACT NAME: Terry Green	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Off the Chain Sports, LLC 126 Mark Lane Thibodaux, LA 70901	E-MAIL ADDRESS: terry@esportsinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Houston Casualty Company	
	INSURER B: Berkley Life & Health Insurance Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Abuse/Molestation ☒ \$1M OCC/ \$2M AGG GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		18/7007391-10405	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PARTICIPANTS \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			18/7007391-10405	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Medical/Accident			PAI L014001058903	7/1/2018	7/1/2019	EXCESS 25,000
B	Deductible \$250			PAI L014001058903	7/1/2018	7/1/2019	AD&D 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is provided under this policy for sponsored and supervised activities of the named Insured for which a premium has been paid.

Youth Baseball Tournaments

CERTIFICATE HOLDER NAMED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

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.
	AUTHORIZED REPRESENTATIVE

FACILITY USE AGREEMENT (TOURNAMENT)

GULFPORT SPORTSPLEX – GOLDIN PARK

THIS AGREEMENT is dated as of the 12 day of July, 2019, by and between the CITY of Gulfport, Mississippi (hereinafter called City) and Buster Albers (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.
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 - A. The City (i.e., any City employee) has the right to remove any team, player, vendor, or group from the Sportsplex due to misconduct or infraction of rules.
 - B. The City shall provide trash pick up.
 - 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.
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 - F. The City shall prepare contracted fields per specifications prior to first game.
 - G. The City shall inspect and clean restrooms (replace toilet paper, trash bags, and cleaning supplies.

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- H. The City shall open and secure facility entrance gates daily.
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 - J. The City shall provide emergency call list.
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 - 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: Dustin Albaro (Name of Promoter)
126 NMC Lane (Address)
Thibodaux, LA 70301 (City, State and Zip)

2/6/14 off to down sports

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

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

[REST OF PAGE LEFT BLANK INTENTIONALLY]

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IN WITNESS WHEREOF as duly authorized:

City:

CITY OF GULFPORT, MISSISSIPPI

By:

Gus Wesson or Rusty Ramage for Billy Hewes, Mayor

Attest:

Dated: _____, 201__

Promoter:

Dustin Albaros & 161A OTC Action Sports
(Name of Promoter)

→ By:

Dustin Albaros
owner OTC (Printed name and title of person signing)

Dated: July 12, 2019

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DPA

FACILITY USE APPLICATION

100 30 0501

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: July 12, 2019Promoter (CORPORATE NAME): Doston Albares d/b/a OFF the chain sportsName of Tournament: OTC Sports Gulfport Toy DriveSanctioning Body: OTC SportsPrimary Contact Person: Doston AlbaresPhysical address: 126 Mark Lane Tib, LA 70301Mailing address, if different: N/AE-mail address: otc sports ceo@gmail.comPhone: (Hm) 985-859-0866 (Wk) _____ (Cell) _____ (Fax) _____Alternate Contact Person: Aoston AlbaresPhysical address: 126 Mark LaneMailing address, if different: N/AE-mail address: aoston.otc@gmail.comPhone: (Hm) 985-414-5516 (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: November 30 - December 1 2019

The undersigned understands that the fields and dates requested herein are not reserved for the above named tournament until such time as a Facility Use Agreement has been executed by the Promoter or its representative and the City of Gulfport. At all time, the Promoter agrees to abide by the terms of the Use Agreement. This Application is submitted by the undersigned for or on behalf of the aforementioned promoter.

Signature

Date

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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OFFTHEC-01

GBATES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2019

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

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

PRODUCER

Terry L. Green & Associates, Inc.
3100 Five Forks Trickum Road
Suite 101
Lilburn, GA 30047

CONTACT NAME: Terry Green

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL ADDRESS: terry@esportsinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Houston Casualty Company

42374

INSURER B: Berkley Life & Health Insurance Company

64890

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Off the Chain Sports, LLC
126 Mark Lane
Thibodaux, LA 70901

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Abuse/Molestation ☒ \$1M OCC/ \$2M AGG GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		18/7007391-10405	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PARTICIPANTS \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			18/7007391-10405	7/1/2018	7/1/2019	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Medical/Accident			PAI L014001058903	7/1/2018	7/1/2019	EXCESS 25,000
B	Deductible \$250			PAI L014001058903	7/1/2018	7/1/2019	AD&D 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is provided under this policy for sponsored and supervised activities of the named insured for which a premium has been paid.

Youth Baseball Tournaments

CERTIFICATE HOLDER NAMED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

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.

AUTHORIZED REPRESENTATIVE

FACILITY USE AGREEMENT (TOURNAMENT)

GULFPORT SPORTSPLEX – GOLDIN PARK

THIS AGREEMENT is dated as of the 12 day of July, 2019, by and between the CITY of Gulfport, Mississippi (hereinafter called City) and Dustin Almon (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: *off R. Olson says*

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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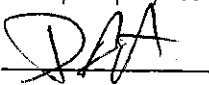
unless the Facility Use Application is attached hereto as Exhibit "A" and the \$500.00 deposit is received by the City at least ninety (90) days prior to the start of the Tournament.

- 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: Dustin Albaras (Name of Promoter)
126 Park Lane (Address)
Shiboulay, LA 70301 (City, State and Zip)

2161A off the main street

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DRA

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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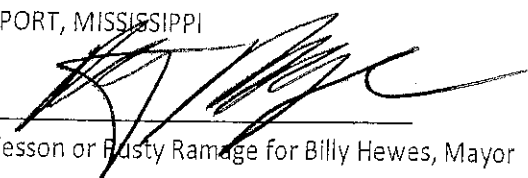
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IN WITNESS WHEREOF as duly authorized:

City: .

CITY OF GULFPORT, MISSISSIPPI

By: 

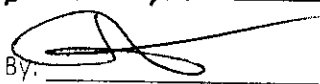
Gus Wesson or Rusty Ramage for Billy Hewes, Mayor

Attest: _____

Dated: _____, 201__

Promoter:

Dustin Albres 2/6/12 OK to chain sports (Name of Promoter)

→ By: 

Dustin Albres (Printed name and title of person signing)
owner etc

Dated: 04 12, 2012

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→ 

Dec 28

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: Dec 12, 2019

Promoter (CORPORATE NAME): Doston Albares aka off the chain sports

Name of Tournament: Texas Roadhouse Golf Coast AA Winter State Champions

Sanctioning Body: OTC Sports

Primary Contact Person: Doston Albares

Physical address: 126 Mark Lane THib, LA 70301

Mailing address, if different: N/A

E-mail address: otc sports ceo@gmail.com

Phone: (Hm) 985-859-0865 (Wk) _____ (Cell) _____ (Fax) _____

Alternate Contact Person: Aoston Albares

Physical address: 126 Mark Lane THib, LA 70301

Mailing address, if different: N/A

E-mail address: aoston.otc@gmail.com

Phone: (Hm) 985-859-0865 (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

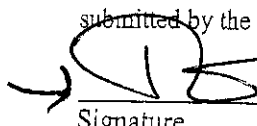
- For Goldin Park (circle field numbers requested)

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: December 7-8 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

Dec 12, 2019
Date

Doston Albares
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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OFFTHEC-01

GBATES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/15/2019

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

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

PRODUCER
Terry L. Green & Associates, Inc.
3100 Five Forks Trickum Road
Suite 101
Lilburn, GA 30047

CONTACT NAME: Terry Green

PHONE:

(A/C, No, Ext):

FAX:

(A/C, No):

E-MAIL: terry@esportsinsurance.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Houston Casualty Company

42374

INSURER B: Berkley Life & Health Insurance Company

64890

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Off the Chain Sports, LLC
126 Mark Lane
Thibodaux, LA 70901

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Abuse/Molestation ☒ \$1M OCC/ \$2M AGG GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		18/7007391-10405	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 PARTICIPANTS \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			18/7007391-10405	7/1/2018	7/1/2019	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Medical/Accident			PAI L014001058903	7/1/2018	7/1/2019	EXCESS 25,000
B	Deductible \$250			PAI L014001058903	7/1/2018	7/1/2019	AD&D 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is provided under this policy for sponsored and supervised activities of the named insured for which a premium has been paid.

Youth Baseball Tournaments

CERTIFICATE HOLDER NAMED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

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.

AUTHORIZED REPRESENTATIVE

FACILITY USE AGREEMENT (TOURNAMENT)

GULFPORT SPORTSPLEX – GOLDIN PARK

THIS AGREEMENT is dated as of the 12 day of July, 2019, by and between the CITY of Gulfport, Mississippi (hereinafter called City) and Donna Alvaras (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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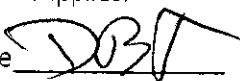
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unless the Facility Use Application is attached hereto as Exhibit "A" and the \$500.00 deposit is received by the City at least ninety (90) days prior to the start of the Tournament.

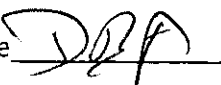
- B. An invoice for the balance of the Use Fee shall be mailed or e-mailed to the Promoter within two (2) week days of the conclusion of the Tournament. Promoter shall reimburse the City for the City's costs associated with any damaged or lost equipment and such costs will be billed separately upon completion 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: Dustin Almon (Name of Promoter)
126 Mark Lane (Address)
Thibodaux, LA 70301 (City, State and Zip)

2/6/14 OFF AT down south

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DA

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.

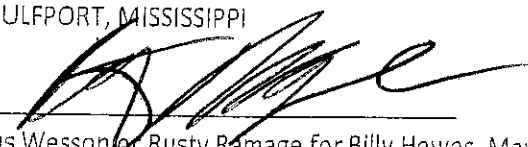
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IN WITNESS WHEREOF as duly authorized:

City: -

CITY OF GULFPORT, MISSISSIPPI

By: 

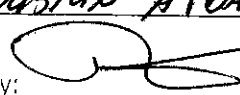
Gus Wesson or Rusty Ramage for Billy Hewes, Mayor

Attest: _____

Dated: _____, 201__

Promoter:

Dustin Albano 2/6/19 off the chain seats (Name of Promoter)

→ By: 

Dustin Albano (Printed name and title of person signing)

owner OTC

Dated: July 12, 2019

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FACILITY USE APPLICATION

DEC 14/15

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: July 12, 2019Promoter (CORPORATE NAME): Dustin Albares d/b/a Off the Chain SportsName of Tournament: Gulfport 2019 Grand FinaleSanctioning Body: OTC SportsPrimary Contact Person: Dustin AlbaresPhysical address: 126 Mark Lane THib, LA 70301Mailing address, if different: N/AE-mail address: otc.sportscead@gmail.comPhone: (Hm) 985-859-0865 (Wk) _____ (Cell) _____ (Fax) _____Alternate Contact Person: Dustin AlbaresPhysical address: 126 Mark Lane THib, LA 70301Mailing address, if different: N/AE-mail address: dustin.otc@gmail.comPhone: (Hm) 985-411-5516 (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: December 14-15 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

July 12, 2019
Date

→ Dustin Albares
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.

Initial here





OFFTHEC-01

GBATES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/15/2019

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

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

PRODUCER Terry L. Green & Associates, Inc. 3100 Five Forks Trickum Road Suite 101 Lilburn, GA 30047	CONTACT NAME: Terry Green	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Off the Chain Sports, LLC 126 Mark Lane Thibodaux, LA 70901	E-MAIL ADDRESS: terry@esportsinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Houston Casualty Company	NAIC #: 42374
	INSURER B: Berkley Life & Health Insurance Company	64890
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Abuse/Molestation ☒ \$1M OCC/ \$2M AGG GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		18/7007391-10405	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PARTICIPANTS \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			18/7007391-10405	7/1/2018	7/1/2019	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Medical/Accident			PAI L014001058903	7/1/2018	7/1/2019	EXCESS 25,000
B	Deductible \$250			PAI L014001058903	7/1/2018	7/1/2019	AD&D 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is provided under this policy for sponsored and supervised activities of the named insured for which a premium has been paid.

Youth Baseball Tournaments

CERTIFICATE HOLDER NAMED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

CANCELLATION

City of Gulfport
2309 15th Street
Gulfport, MS 39501

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

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF GULFPORT

OATH OF OFFICE

Amanda Herriott do solemnly swear and reaffirm that I will faithfully support the constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof; that I am not disqualified from holding the office of Deputy Court Clerk; and I will faithfully discharge the duties of the office upon which I am about to enter.

So help me God.


Deputy Court Clerk

SWORN TO AND SUBSCRIBED, before me on this the 26 day of

Aug, 20 19.


MUNICIPAL COURT JUDGE



STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF GULFPORT

OATH OF OFFICE

Dasha Thompson do solemnly swear and reaffirm that I will faithfully support the constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof; that I am not disqualified from holding the office of Deputy Court Clerk; and I will faithfully discharge the duties of the office upon which I am about to enter.

So help me God.

[Signature]
Deputy Court Clerk

SWORN TO AND SUBSCRIBED, before me on this the 26 day of

Aug, 20 19.

[Signature]
MUNICIPAL COURT JUDGE

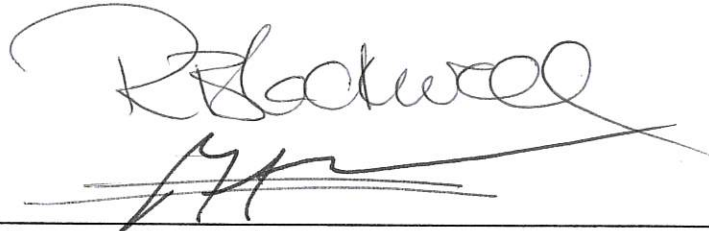


STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF GULFPORT

OATH OF OFFICE

Robyn Blackwell do solemnly swear and reaffirm that I will faithfully support the constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof; that I am not disqualified from holding the office of Deputy Court Clerk; and I will faithfully discharge the duties of the office upon which I am about to enter.

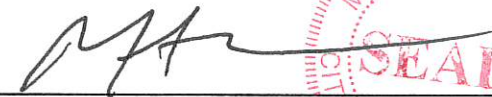
So help me God.



Deputy Court Clerk

SWORN TO AND SUBSCRIBED, before me on this the 26 day of

Aug, 20 19.


MUNICIPAL COURT JUDGE

Notice to Bidders

Notice is hereby given that the City of Gulfport will receive sealed bids until Ten O'clock A.M., Local Time, October 8, 2019, at the Office of Procurement, located at 1410 24th Ave, Gulfport, MS 39501 for furnishing the City of Gulfport as ordered below:

Group C2A – Culvert & Ram Neck Piping
Group K – Sewer Lift Station Panels & Pumps
Group J – Ductile Cast Iron Grates & Frames
Group J1 – Sewer Line Supplies

Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.”

The City of Gulfport reserves the right to utilize “anti-sniping” for reverse auctions. Anti-sniping is a tool that automatically extends the bid time for a reverse auction by five (5) minutes if a vendor places a bid in the final five (5) minutes of the reverse auction. The anti-sniping effect will also auto extend the reverse auction bid time any time a bid is placed in the last five (5) minutes of the reverse auction and can auto extend the reverse auction multiple times until the bidding on the reverse auction ends.

Electronic copies of the bid specifications are available by contacting cdebenport@gulfport-ms.gov or from Central Bidding at www.centralbidding.com. All bids must comply with the specifications provided. The City of Gulfport reserves the right to amend the specifications as necessary and agrees to notify all parties having requested bid packets. The Office of Procurement reserves the right to extend the auction date if necessary to complete the bid proposal pre-qualification process.

Above items are to be submitted on the bid form as provided. Failure to do so may disqualify the bidder. Bid packages may be obtained from the Purchasing Office, Hardy Building 1410 24th Ave, Gulfport, MS 39501, between the hours of 8:00 A.M. AND 5:00 P.M., Monday through Friday. Bid packages may be faxed or emailed upon request by contacting the Purchasing Office at 228-868-5705, Ext 6550 or email at cdebenport@gulfport-ms.gov.

The City reserves the right to accept bids by items or by group and to reject any or all bids if deemed to be in the best interest of the City of Gulfport. Bids will be awarded to the “lowest and best” bid submitted.

The owner is NOT responsible for bids which are mailed to the wrong address or which arrive in the mail after the designated bid opening time. Bids may be delivered in person to the Owner’s office prior to the bid opening at the time, date and location listed above.

Minority and Women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

The successful bidder must adhere to the City's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

Direct contact with any City employee, GRC Commissioners, including Administration and City Council, on the subject of this proposal is strictly forbidden. Violation of this paragraph will result in disqualification of your submission.

Ad Dates: 09-06-19 & 09-13-19

Send Invoice & Proof of Publication to: Connie Debenport, CPPB
City of Gulfport
P. O. Box 1780
Gulfport, MS 39502-1780

.

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist 

Date: August 14, 2019

Re: Transmission Repair
Maintenance Department
Bids Received in Purchasing 08/14/2019

I have reviewed the bids received on the above referenced item and recommend acceptance of the lowest and best bid as submitted by Sun South for a total bid amount of \$8474.20.

I have issued Purchase Order #206044 accordingly and respectfully request you make this a part of the minutes.

Thank you for your consideration.

Transmission Repair

John Deere Tractor Unit #3519

Bids received 8/14/2019

Maintenance Garage

PO #206044

Contractor	SUN SOUTH	MID-SOUTH MACHINERY, INC.	STRIBLING EQUIPMENT, LLC
Removing and rebuilding of transmission			
Unit #3519 - John Deere Model 6715	\$8,474.20	\$8,477.00	\$11,528.44
Serial #L06715A436407			

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council
From: Mary Collins, Procurement Specialist 

Date: August 14, 2019

Re: Pipes
Public Works Department
Bids Received in Purchasing 08/14/2019

I have reviewed the bids received on the above referenced item and recommend acceptance of the lowest and best bid as submitted by Central Pipe for a total bid amount of \$23,152.50.

I have issued Purchase Order #206049 accordingly and respectfully request you make this a part of the minutes.

Thank you for your consideration.

Pipes for Dedeaux & Klein Rd Project

PO #206049

Public Works Department

Central Pipe Supply, Inc.			
	Qty	Unit Price	Total
Pipe - 15" x 14' -SDR26, PVC Sewer	1750	\$13.23	\$23,152.50
FREIGHT			
Total Cost			\$23,152.50

Ferguson Waterworks			
	Qty	Unit Price	Total
Pipe - 15" x 14' -SDR26, PVC Sewer	1750	\$13.78	\$24,115.00
FREIGHT			
Total Cost			\$24,115.00

Consolidated Pipe & Supply			
	Qty	Unit Price	Total
Pipe - 15" x 14' -SDR26, PVC Sewer	1750	\$14.47	\$ 25,322.50
FREIGHT			
Total Cost			\$ 25,322.50

I certify that the above bid tabulation is a true and correct representation of the bid opening above time, date and place stated herein.

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: August 26, 2019

**Re: Turf Masters Services Agreement
Gulfport Harbor Lights Winter Festival
Department of Leisure Services**

The Department of Leisure Services requests your permission to issue a Purchase Order for Services to Turf Masters for the installation and take down of the 2019 Christmas Lighting at Jones Park. This agreement includes the labor and equipment to install and take down the below items:

188 ea	Fluff and install wreaths	\$13,611.00
6,500 ea	Install strands of lights for palms, live oaks, cypress, magnolias, small oaks, trees, crape myrtles, hedge rows and oleanders.	\$27,300.00
1 lot	Labor and equipment to take down and prepare for storage all lighting and wreaths.	\$25,000.00
2 ea	Labor and equipment to install lighting and decorations at 2 pavilions.	\$14,250.00
TOTAL		\$80,161.00

It is my recommendation to approve this request contingent upon any and all licensing, insurance and/or other requirement(s) deemed necessary by the legal department.

Thank you for your consideration.

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB, Purchasing Manager

Date: August 26, 2019

Re: **Gulfport Harbor Lights Winter Festival**
Department of Leisure Services
Universal Concepts

The Department of Leisure Services requests your permission to issue a Purchase Order for services to Universal Concepts to provide the following services:

1. Provide services to “take the lead” and “train” City of Gulfport employees on installation of 50’ tree.
2. Provide services to observe and assist with the installation of 30’ tree.
3. Provide services to observe and train City of Gulfport employees for installation of 3rd tree.

Total costs of services \$15,000.00. It is my recommendation that you approve this request.
