



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, November 19, 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 October 8, 2019.

Code Enforcement / Planning

- 2 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.
- 3 Certificate of Resubdivision - divide into two new parcels Zoned B-4 (Highway Business): located at 4110 Arkansas Ave - Case # 1911PC134 - Ward 3.
- 4 Certificate of Resubdivision (Short Form) - Divide two parcels into two parcels zoned I-3 (Planned Industrial Park): located on Seaway Road - Case # 1911PC143 - Ward 5
- 5 Final Plat - approval of a 3-lot subdivision (Gulfport Promenade) on a tax parcel zoned B-2 - Lorraine Road - Case # 1910PC116 - Ward 6

Ordinances

- 6 Ordinance - to create a Compliant Hearing Process pursuant to the Local Government Debt Collection Setoff Act, H.B. NO. 991, and for related purposes.

Resolutions

- 7 Order - by the Gulfport City Council, pursuant to Miss. Code Ann. §17-21-5(2), (rev. 2003, as amended), authorizing an exemption from municipal ad valorem taxes, excluding school district taxes, based on the increase in assessed value for qualifying capital improvement investments in qualifying structures in the designated redevelopment district, south of the CSX railroad tracks extending from the western city boundary to the eastern city boundary of the newly constructed structure located at 615 Fournier Avenue, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as parcel number 0711O-04-102.000.
- 8 Resolution - awarding bid and approving Contracts for Term Contract Group C2A - Culvert and Ram Neck Piping.
- 9 Resolution - awarding bid and approving Contracts for Term Contract Group J - Ductile or Cast Iron Grates & Frames.
- 10 Resolution - awarding bid and approving Contracts for Term Contract Group J1 - Water & Sewer Line Supplies.
- 11 Resolution - awarding bid and approving Contracts for Term Contract Group K - Control Panels.
- 12 Resolution - approving Landlord Consent, authorizing the Mayor to execute the same, and for related purposes.
- 13 Resolution - approving Host Agency Agreements with Southern Mississippi Planning and Development District, authorizing the Mayor to execute said Agreement, and for related purposes.
- 14 Resolution - approving Use Access License Agreement with Carter Green Investments, LLC, authorizing the Mayor to execute the same, and for related purposes.

- 15** Resolution - approving Change Order #1 to Contract with F&F Construction, Inc., for the Downtown Streetscape Improvements – Phase III-B Project, authorizing the Mayor to execute Change Order #1, and for related purposes.
- 16** Resolution - authorizing the City of Gulfport to authorize activation of the Gulf Regional Planning Commission – School Zone Improvements Project, authorizing the execution of any and all documents required to activate the same, and for related purposes.
- 17** Resolution - authorizing the City of Gulfport to accept Mississippi Office of Homeland Security Grant Number 19HS202T, authorizing the execution of any and all documents required to accept the same, and for related purposes.
- 18** Resolution - authorizing the City of Gulfport to accept Mississippi Office of Homeland Security Grant Number A19HS202T, authorizing the execution of any and all documents required to accept the same, and for related purposes.
- 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.
- 20** Resolution - authorizing donation of funds to the Gulfport Main Street Association, in accordance with Miss. Code Ann. § 21-19-44.1, and for related purposes.
- 21** Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport Fire Department, and for related purposes.
- 22** Resolution - authorizing recognition of Friday, November 29, 2019, in further observance of Thanksgiving Holiday and of Tuesday, December 24, 2019, in further observance of Christmas, as proclaimed by the Governor of the State of Mississippi, and for related purposes.
- 23** Resolution - approving temporary closure of municipal right of way for the Sugar Plum Festival, to be held on Saturday, December 7, 2019, and for related purposes.

Budget Amendments / Docket of Claims

- 24 Budget Amendment #2019-101 - Budget to Actual FYE September 30, 2019.
- 25 Budget Amendment #13 - to fund Amendment 10 to Utility Partners Contract.
- 26 Budget Amendment #14 - to increase CNET 286-Capital from restitution.
- 27 Docket of Claims - to be approved through November 20, 2019.

Routine Agenda

- 28 Resolution - awarding bids for lot clean-ups and/or demolitions.
- 29 Public Records Requests - for the month of October, 2019 - to be made a part of the minutes.
- 30 Year-To-Date Budget Report - for the month of October, 2019 - to be made a part of the minutes.
- 31 Letter - regarding bid awarded by Purchasing to Sourcewell for Caterpillar Generator - Public Works Maintenance Garage - to be made a part of the minutes.
- 32 Letter - regarding bid awarded by Purchasing to Creative Display, Inc. for Mini Lights - Gulfport Harbor Lights Winter Festival - to be made a part of the minutes.
- 33 Letter - regarding Transportation Services offered by Coast Transit Authority for the Gulfport Harbor Lights Winter Festival.
- 34 Ratification - of Facility Use Agreements - to be made a part of the minutes.

Public Agenda

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

Council Comments

Memorial Adjournment

- Ms. Chiffon Holmes
- Mr. Searle H. Carson, Jr.

Executive Session

Setting of Next Meeting and Adjournment

MEMORANDUM – CITY OF GULFPORT

Date: **NOVEMBER 8, 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 19TH Day Of November, 2019.

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

MEMORANDUM – CITY OF GULFPORT

Date: NOVEMBER 8, 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 19th Day Of November, 2019, To The City Council:

WARD 1

- Parcel 1: 0811L-04-046.000. LOTS 11 & 12 BLK 168 ORIGINAL GULFPORT SUBD SEC 9-8-11. 3310 14TH ST. CUT & CLEAN THE PROPERTY. (SULLIVAN CAROLYN) 4899
- Parcel 2: 0710K-01-004.000. LOT 39 NEW PINEHURST SUBD. UNIT #2 & LOTS 40. 3410 53RD AVE. CUT & CLEAN THE PROPERTY REMOVE/HAUL OFF TRASH & DEBRIS. (VICENTE GIL I) 4991
- Parcel 3: 0711K-03-040.000. LOTS 38 TO 41 INC BLK 1 DIXIE ADD. 1101 DIXIE AVE. CUT & CLEAN THE PROPERTY REMOVE/HAUL OFF TRASH & DEBRIS. (BOONE GEORGE D II) 5048
- Parcel 4: 0711K-03-043.000. LOTS 50 & 51 BLK 1 DIXIE ADD. 1227 DIXIE AVE. CUT & CLEAN THE PROPERTY REMOVE/HAUL OFF TRASH & DEBRIS. (STATE OF MS) 5054
- Parcel 5: 0711K-03-045.000. LOTS 56 & 57 BLK 1 DIXIE ADD. 1309 DIXIE AVE. CUT & CLEAN THE PROPERTY REMOVE/HAUL OFF TRASH & DEBRIS. (STATE OF MS) 5057

WARD 2

- Parcel 6: 1010K-06-008.000. LOT 12 & N 21 FT OF LOT 13 HUBERT PLACE SUBD. SECS. 30/31-7-10. 818 HUBERT DR. CUT & CLEAN THE PROPERTY. (KIRKLAND JOHN F) 4913

Parcel 7: 0711N-02-047.000. S 43.4 FT OF LOT 11 & N 16.6 FT OF LOT 12 BLK 3 MCCAUGHANS GREAT SOUTHERN ADD. 715 REGNAULT AVE. CUT & CLEAN THE PROPERTY REMOVE/HAUL OFF TRASH & DEBRIS. (EMPIRE INVESTMENTS #2 LLC) 5023

WARD 3

Parcel 8: 0811B-06-009.000. LOTS 1 TO 4 INC BLK 20 ARLINGTON HEIGHTS ADD. 2523 18TH AVE. CUT & CLEAN THE PROPERTY REMOVE/HAUL OFF TRASH & DEBRIS. (WILLIAMS JAMES) 4826

Parcel 9: 0810E-01-051.001. LOTS 13 & 14 INC BLK 258 NORTH GULFPORT SECS 27/28-7-11. 4619 INDIANA AVE. BRING BLDG UP TO CODE OR DEMO. (ADAMS SANDRA H) 5036

WARD 4

Parcel 10: 0910G-02-010.005. LOT 5 CANAL LANDING SUBD SEC 25-7-11. 130 CANAL ST. CUT & CLEAN THE PROPERTY. (HEATHER DIANA D) 4771

Parcel 11: 1010G-02-016.000. S 250 FT OF LOT 10 & E 83.5 FT OF S 250 FT OF LOT 9 LESS PART TO CITY FOR PASS RD FRERIDGE EST PARTITION D/C TOC RETAIL INC 1119/31. 2090 EAST PASS RD. REPAIR, MAINTENANCE OR REMOVE. (NGUYEN MINH ETAL) 4957

WARD 5

Parcel 12: 1010H-03-013.000. LOTS 4 - 5 LINDH ROAD SUBD. 710 LINDH RD. REPAIR, MAINTENANCE OR REMOVE. (GULF POINTE PARTNERS LLC) 4914

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 **19th** day of **November, 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:

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Parcel 12: 1010H-03-013.000. LOTS 4 - 5 LINDH ROAD SUBD. 710 LINDH RD. REPAIR, MAINTENANCE OR REMOVE. (GULF POINTE PARTNERS LLC) 4914

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

TABLE OF CONTENTS

WARD 1

0811L-04-046.000 - 3310 14TH ST - SULLIVAN CAROLYN - (CASE: 4899)
0710K-01-004.000 - 3410 53RD AVE - VICENTE GIL I - (CASE: 4991)
0711K-03-040.000 - 1101 DIXIE AVE - BOONE GEORGE D II - (CASE: 5048)
0711K-03-043.000 - 1227 DIXIE AVE - STATE OF MS - (CASE: 5054)
0711K-03-045.000 - 1309 DIXIE AVE - STATE OF MS - (CASE: 5057)

WARD 2

0711N-02-047.000 - 715 REGNAULT AVE - EMPIRE INVESTMENTS #2 LLC - (CASE: 5023)
1010K-06-008.000 - 818 HUBERT DR - CROUCH VESTA B - (CASE: 4913)

WARD 3

0811B-06-009.000 - 2523 18TH AVE - WILLIAMS JAMES - (CASE: 4826)
0810E-01-051.001 - 4619 INDIANA AVE - ADAMS SANDRA H - (CASE: 5036)

WARD 4

0910G-02-010.005 - 130 CANAL ST - HEATHER DIANA D - (CASE: 4771)
1010G-02-016.000 - 2090 EAST PASS RD - NGUYEN MINH ETAL - (CASE: 4957)

WARD 5

1010H-03-013.000 - 710 LINDH RD - GULF POINTE PARTNERS LLC - (CASE: 4914)



CODE ENFORCEMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 30, 2019

VICENTE GIL I
1304 KARL STREET
SAN JOSE, CA 95122

Reference: Tax Parcel Number: 0710K-01-004.000
3410 53RD AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: OVERGROWN PROPERTY, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1

Based on the violations identified, the City requests that you take the following corrective
CUT & CLEAN THE PROPERTY
REMOVE/HAUL OFF TRASH & DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/19/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT

cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 4991



CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 30, 2019

VICENTE GIL I
1304 KARL STREET
SAN JOSE, CA 95122

Reference: Tax Parcel Number:

0710K-01-004.000
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The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on 11/19/2019 at 1:30 PM on the 2nd Floor of Gulfport City Hall 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to authorize the City to take further action to correct the violations. This subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. If you fail to appear at the hearing, the City Council will be asked to authorize the City to take further action to correct the violations. All costs incurred by the City for the hearing and for resolution of the necessary corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,
Robert R. Manning
City Manager
Gulfport, Mississippi
City of Gulfport, Mississippi
City of Gulfport, Mississippi

Nov 6, 2019



Nov 6, 2019



CODE ENFORCEMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 23, 2019

BOONE GEORGE D II
305 TERRA CANE DR
HOUMA, LA 70360

Reference: Tax Parcel Number: 0711K-03-040.000
1101 DIXIE AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

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REMOVE ALL TRASH AND DEBRIS

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Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT

cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 5048



CODE ENFORCEMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 23, 2019

BOONE GEORGE D II
305 TERRA CANE DR
HOUMA, LA 70360

Reference: Tax Parcel Number: 0711K-03-040.000
1101 DIXIE AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 Ordinance.

The violations are as follows: the International Property Maintenance Code (IPMC), and applicable Municipal

Based on the violations identified, the City requests that you take the following corrective

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TRASH & DEBRIS, IPMC 308.1

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Respectfully yours,

Robert Beauregard
City Manager

Nov 6, 2019



Nov 6, 2019



CODE ENFORCEMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 23, 2019

STATE OF MS
P O Box 136
Jackson, MS 39205

Reference: Tax Parcel Number: 0711K-03-045.000
1309 DIXIE AVE

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The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/19/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 5057



October 23, 2019

STATE OF MS
P O Box 136
Jackson, MS 39205

Reference: Tax Parcel Number: 0711K-03-045.000
1309 DIXIE AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows:

OVERGROWN PROPERTY, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/19/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property, at a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-emerging the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize assessment for bids to perform the necessary corrective actions. All costs incurred by the City of Gulfport will be assessed to your property taxes and/or posted to the contested Roll. Please contact the City at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,
Robert Beauregard
Robert Beauregard
City Manager
Code Enforcement
Council Member KATHLEEN CASH

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

Nov 6, 2019

Nov 6, 2019





CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 23, 2019

STATE OF MS
P O Box 136
Jackson, MS 39205

Reference: Tax Parcel Number: 0711K-03-043.000
1227 DIXIE AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: OVERGROWN PROPERTY, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1

Based on the violations identified, the City requests that you take the following corrective
CUT & CLEAN THE PROPERTY
REMOVE ALL TRASH AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/19/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

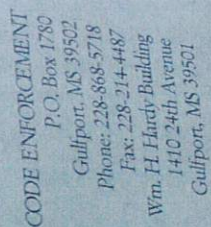
Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT

cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 5054



October 23, 2019

STATE OF MS
P O Box 136
Jackson, MS 39205

0711K-03-043.000
1227 DIXIE AVE

Reference:

[illegible]

The violations are as follows:

ON TRASH & DEBRIS
CITY REQUESTS THAT YOU TAKE THE FOLLOWING
TRASH & CLEAN THE PROPERTY

CUT & REMOVE ALL TRASH AND DEBRIS
REMOVALS WITHIN THE NEXT FOURTEEN (14) DAYS TO PREVENT FURTHER ACTION

the violations identified, the City requests that you take the following actions within the next fourteen (14) days to prevent further action.

[illegible]

if you're attending, expect you will see me at the conference's City of the Future II, which is a two-day event. I'll be giving the keynote address at the conference, and I'll be moderating a panel discussion with a public hearing on your prospects for the future. I'll be moderating a panel discussion with a public hearing on your prospects for the future. I'll be moderating a panel discussion with a public hearing on your prospects for the future.

Respectfully yours,
Robert B. Benge

Case Number:

150

Nov 6, 2019





CODE ENFORCEMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 21, 2019

EMPIRE INVESTMENTS #2 LLC
14630 ERNEST ST
BENNINGTON, NE 68007

Reference: Tax Parcel Number: 0711N-02-047.000
715 REGNAULT AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: OVERGROWN PROPERTY, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1

Based on the violations identified, the City requests that you take the following corrective
CUT & CLEAN THE PROPERTY
REMOVE ALL TRASH AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/19/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 5023



October 21, 2019

EMPIRE INVESTMENTS # 2 LLC
14630 ERNEST ST
BENNINGTON, NE 68007

Reference: Tax Parcel Number: 0711N-02-047 000
715 REGNAULT AVE

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows:

OVERGROWN PROPERTY, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1

Based on the violations identified, the City requests that you take the following corrective
CUT & CLEAN THE PROPERTY
REMOVE ALL TRASH AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing on the violations set forth above. At this hearing, the City will attempt to adjudicate that the subject property is in a state of safe and healthy environment to the public health, safety and welfare of the community. This adjudication will also be a part of the City's annual audit of the property for a period of one (1) year. If you fail to appear at the hearing, the City will proceed with the hearing and the City will issue a citation for the violations. In addition, the City Council will take any action necessary to enforce the laws, statutes, codes or ordinances. All costs incurred will be your responsibility and you have no right to appeal any proceeding with a public hearing or any other action taken by the City within the 14 day period in which you are required to take the corrective actions.

Respectfully yours,

Robert H. Hardy
Mayor
CODE ENFORCEMENT
COUNCIL MEMBER: ROBIN BOLAND

Case Number: 02-03

Nov 6, 2019



Nov 6, 2018



CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 17, 2019

SULLIVAN CAROLYN
P O BOX 943
GULFPORT, MS 39502

Reference: Tax Parcel Number: 0811L-04-046.000
3310 14TH ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: OVERGROWN PROPERTY, IPMC 302.4

Based on the violations identified, the City requests that you take the following corrective
CUT & CLEAN THE PROPERTY

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

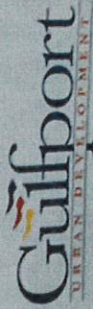
If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/19/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 4899



October 17, 2019

SULLIVAN CAROLYN
P O BOX 943
GULFPORT, MS 39502

Reference: Tax Parcel Number: 0811L-04-046,000
3310 14TH ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows:

OVERGROWN PROPERTY, IPMC 302.4

Based on the violations identified, the City requests that you take the following corrective
CUT & CLEAN THE PROPERTY

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/19/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violations. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Benning
Robert Benning
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member KENNETH CASEY SR

Case Number 4899

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

Nov 6, 2019



Nov 6, 2019



CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 28, 2019

CROUCH VESTA B
818 HUBERT DR
GULFPORT, MS 39501

Reference: Tax Parcel Number: 1010K-06-008.000
818 HUBERT DR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: OVERGROWN PROPERTY, IPMC 302.4

Based on the violations identified, the City requests that you take the following corrective
CUT & CLEAN THE PROPERTY

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/19/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Linda Allen

Linda Allen
CODE ENFORCEMENT

cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 4913



CODE ENFORCEMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 28, 2019

CROUCH VESTAB
818 HUBBERT DR
GULFPORT, MS 39501

Reference: Tax Parcel Number: 1010K-06-008.000
818 HUBBERT DR

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, the City of Gulfport has conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows:

OVERGROWN PROPERTY, IPMC 302.4

Based on the violations identified, the City requests that you take the following corrective
CUT & CLEAN THE PROPERTY

The City is asking that you please take the above actions within the next FORTY-THREE (43) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 43 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on 11/19/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2409 15th Street, on the violations set forth above. At this hearing, the City Council will be aware of the adjudicate that the subject property is in a state of unhealthiness or a nuisance to the public health, safety, and/or one (1) next community. This adjudication will also authorize the City of Gulfport to enforce the property health, safety, and/or one (1) next ordinance. Without any further hearing, if notice is posted on this property, and at a resolution of the same type of violation. In addition, the City of Gulfport may take further action to enforce the ordinance for this to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county judgment rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the required corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

For the City

Luella Allen
CODE ENFORCEMENT
or Mayor Billy Lewis
Commons Building, ROOM 101 AND

Case Number: 1913

NOV 6, 2019





CODE ENFORCEMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 21, 2019

JAMES WILLIAMS
2010 22nd Ave
Gulfport, MS 39501

Reference: Tax Parcel Number: 0811B-06-009.000
2523 18TH AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows:

- OVERGROWN PROPERTY, IPMC 302.4
- TRASH & DEBRIS, IPMC 308.1
- INOPERABLE VEHICLE, IPMC 302.8

Based on the violations identified, the City requests that you take the following corrective

- CUT & CLEAN THE PROPERTY
- REMOVE ALL TRASH AND DEBRIS
- REMOVE Tires
- REPAIR OR REMOVE VEHICLE(S)

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/19/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT

cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 4826



October 21, 2019

JAMES WILLIAMS
2010 22nd Ave
Gulfport, MS 39501

Reference: Tax Parcel Number: 0811B-06-009,000
2523 18TH AVE

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1413 24th Avenue
Gulfport, MS 39501

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows:

OVERGROWN PROPERTY, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1
INOPERABLE VEHICLE, IPMC 302.8

Based on the violations identified, the City requests that you take the following corrective

CUT & CLEAN THE PROPERTY
REMOVE ALL TRASH AND DEBRIS
REMOVE Tires
REPAIR OR REMOVE VEHICLE(S)

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/19/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez
Robert Beaugez
CODE ENFORCEMENT

Nov 6, 2019



CODE ENFORCEMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 21, 2019

ADAMS SANDRA H
P O BOX 8542
GULFPORT, MS 39506

Reference: Tax Parcel Number: 0810E-01-051.001
4619 INDIANA AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: UNSAFE STRUCTURE, IPMC 108.1.1

Based on the violations identified, the City requests that you take the following corrective

BRING BUILDING UP TO CODE OR DEMOLISH & HAUL OFF ALL TRASH AND DEBRIS

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/19/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT

cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 5036



October 21, 2019

ADAMS SANDRA H
P O BOX 8542
GULFPORT, MS 39506

Reference: Tax Parcel Number: 0810E-01-051.001
4619 INDIANA AVE

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: UNSAFE STRUCTURE, IPMC 108.1.1

Based on the violations identified, the City requests that you take the following corrective

BRING BUILDING UP TO CODE OR DEMOLISH & HAUL OFF ALL TRASH AND DEBRIS

The City is asking that you please take the above actions within the next **FOURTEEN (14)** days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/19/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beauregard

Robert Beauregard
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 5036

Nov 6, 2019



Nov 6, 2019



CODE ENFORCEMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 17, 2019

HEATHER DIANA D
468 BLANK LN
WATER MILL, NY 11976

Reference: Tax Parcel Number: 0910G-02-010.005
130 CANAL ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: OVERGROWN PROPERTY, IPMC 302.4

Based on the violations identified, the City requests that you take the following corrective
CUT & CLEAN THE PROPERTY

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/19/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

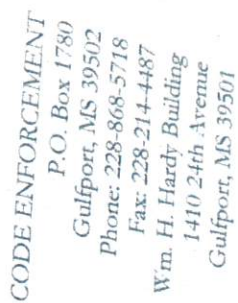
Respectfully yours,

TRAVIS JOHNSON

TRAVIS JOHNSON
CODE ENFORCEMENT

cc: Mayor Billy Hewes
Council Member: RUSTY WALKER

Case Number: 4771



HEATHER DIANA D
468 BLANK LN
WATER MILL, NY 11976

Reference: Tax Parcel Number: 0910G-02-010.005
130 CANAL ST

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows:

Based on the violations identified, the City requests that you take the following corrective
CUT & CLEAN THE PROPERTY

The City is asking that you please take the above actions within the next **FOURTEEN (14)** days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

[illegible]

Corporate fully insured
TRADE'S POWER SOURCE
A NEW AND IMPROVED
TRADE'S POWER SOURCE

Oct 17, 2019



Oct 17, 2019



CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 28, 2019

NGUYEN MINH ETAL
2090 E PASS ROAD
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010G-02-016.000
2090 EAST PASS RD

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

The violations are as follows: FENCE VIOLATION, IPMC 304.2

Based on the violations identified, the City requests that you take the following corrective
REPAIR, MAINTENANCE OR REMOVE

The City is asking that you please take the above actions within the next FOURTEEN (14) days to prevent further action as set out in the paragraph below.

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on, 11/19/2019 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Linda Allen

Linda Allen
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER

Case Number: 4957

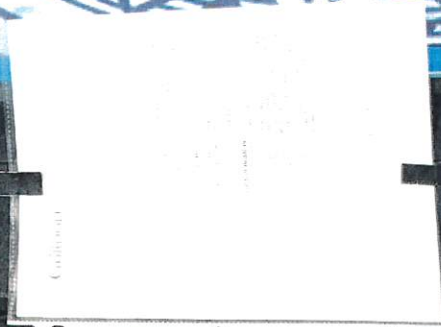
Case Number 1059

Case Number 1059

2090

...d Aqing process produces a light-bodied
a crisp, clean finish, and a smooth

BU



Nov 6, 2019



CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

October 30, 2019

GULF POINTE PARTNERS LLC
710 LINDH RD
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010H-03-013.000
710 LINDH RD

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances.

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Respectfully yours,

Linda Allen

Linda Allen
CODE ENFORCEMENT

cc: Mayor Billy Hewes
Council Member: MYLES SHARP

Case Number: 4914

Now € 2010

at Gulf Pointe

LEASING OFFICE

710 Lindh Road
Gulfport, MS 39507
228-896-6828



Gulfport
MISSISSIPPI

October 28, 2019

THE MAYOR AND CITY COUNCIL
CITY OF GULFPORT
GULFPORT, MISSISSIPPI

Reference: Tax Parcel Number 110000 0000 0000

At the City of Gulfport, Mississippi, the City Council has the honor to acknowledge the receipt of your letter dated October 28, 2019, regarding the proposed rezoning of the property located at 710 Lindh Road, Gulfport, Mississippi, from its current zoning of R-1 to R-2.

The City Council has reviewed the information provided and has determined that the proposed rezoning is in the best interests of the City and its citizens. The City Council has voted to approve the rezoning of the property from R-1 to R-2.

The rezoning is hereby approved.

Respectfully,
Mayor

City of Gulfport

City of Gulfport

City of Gulfport

City of Gulfport

City of Gulfport

City of Gulfport

City of Gulfport

City of Gulfport

City of Gulfport

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City of Gulfport

City of Gulfport

City of Gulfport

City of Gulfport

City of Gulfport

Nov 6, 2019

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: November 7, 2019

Re: Resubdivision 1911PC134, by owner Sonzie J. McInnis, tax parcels 0810F-05-028.000, 0810F-05-029.000, Divide into two new parcels, 4110 Arkansas Ave, Zoned B-4 (Highway Business), Ward 3.

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Jones

Second: Mr. Hewes

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

Action: Motion was carried unanimously

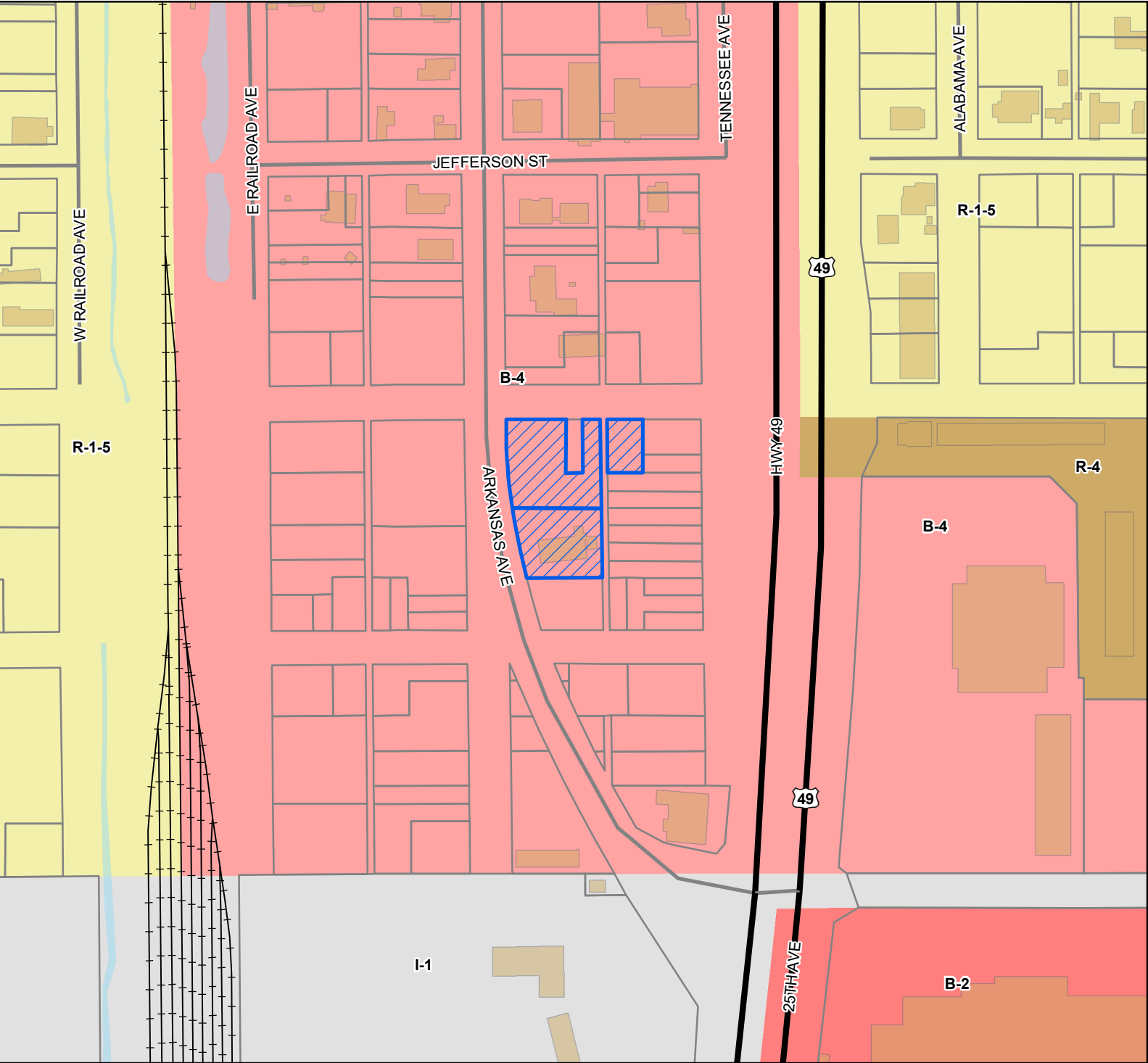
Speaking for the Petition:

1. Alton and Sonzie McInnis

Speaking against the Petition: None

On October 24, 2019, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for November 19, 2019.



Legend

- Site
- US or State Highway
- Street
- Railroad
- Parcels
- Buildings

Zoning

- B-2 - General Business District
- B-4 - Highway Business District
- I-1 - Light Industry District
- R-1-5 - Single Family Residence District (Medium Density)
- R-4 - General Residence (High Density)
- Water Features

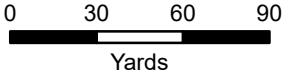
Site Information

0810F-05-028.000, 0810F-05-029.000

Zoning: B-4 (Highway Business)

Size: 30,124 Square feet

Flood: X



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.

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 1911PC134

Hearing Date: October 24, 2019

Current Zoning/Use: B-4 / Commercial

Legal: Resubdivision 1911PC134, by owner Sonzie J. McInnis, tax parcels 0810F-05-028.000, 0810F-05-029.000, Divide into two new parcels, 4110 Arkansas Ave, Zoned B-4 (Highway Business), Ward 3

TECHNICAL DETAILS

The Gulfport Subdivision Regulations require that:

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

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

The applicant request to resubdived two existing parcels into two newly created parcels located at 4110 Arkansas Avenue Zoned B-4 (General Business). The existing parcels contain an accumulative square footage of approximately 30,959 square feet. Thus, through the resubdivision process Parcel A shall contain 11,796 square feet and Parcel B to contain 18,327 square feet. Additionally, the B-4 zoning district does not have a building sit area requirement. However, the maximum site coverage by all buildings shall be fifty percent. Therefore, the newly created parcels will meet city requirements.

The newly created parcels have direct access to a dedicated public street of at least 35 feet and have the capacity for city sewer and water. Further, the applicant has submitted a notarized affidavit stating that there are no restrictive covenants that would prevent the resubdivision of the existing two parcels.

Any approval should consider these conditions:

1. Must provide a water and sewer utility plan for Parcel "A" before applying for building permit.
2. All water and sewer and drainage issues must be coordinated through Public Works.
3. Must meet all City of Gulfport Ordinances and current Building Codes.

Technical Report

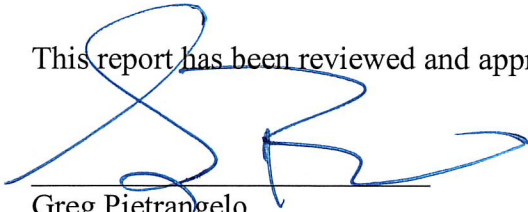
Resubdivision

DEPARTMENTAL CONDITIONS

- Engineering:** Conditions. Must provide a water and sewer utility plan for Parcel "A" before applying for building permit. Memo dated 10/10/19.
- Public Works:** Conditions. All water and sewer and drainage issues must be coordinated through Public Works. Memo dated 10/7/19.
- Traffic and Safety:** No conditions. Memo dated 10/10/19.
- Building Code Services:** Must meet all City of Gulfport Ordinances and current Building Codes. Memo dated 10/03/19.
- GIS:** No conditions. Memo dated 10/07/16.
- Police Department:** No conditions. Memo dated 10/10/19.
- Fire Department:** No conditions. Memo dated 10/07/19.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



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

For Staff Use Only

Case Number: 1911 PC 134Date Received: 9/4/19

Receipt Number: _____

Received By: CL

Zoning: _____

Ward: _____ Flood: _____

Size: _____

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

0	8	1	0	F
0	8	1	0	F

 -

0	5
0	5

 -

0	2	8
0	2	9

 .

0	0	0
0	0	0

(If necessary, use separate sheet of paper)

Address of Property Involved: #4110 ARKANSAS AVENUELot(s) 15-27, Block(s) 383, Subdivision NORTH GULFPORTGeneral Location: SE COR. ARKANSAS AVE (OLD HWY. 49) @ ADAMS ST

GENERAL DESCRIPTION OF REQUEST:

TO RE-SUBDIVIDE 2 PARCELS INTO 2 NEW
PARCELS BY RE-CONFIGURING

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

SONZIE J. MCINNIS
Printed Name of Owner

4606 MICHIGAN AVENUE
Mailing Address

GULFPORT MS 39501
City State Zip code

228-697-8664
Home Phone Work/Cell Phone

228 697 8664
Home Phone Work/Cell Phone

228 697 8664
Home Phone Work/Cell Phone

Sonzie J. McInnis
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.

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

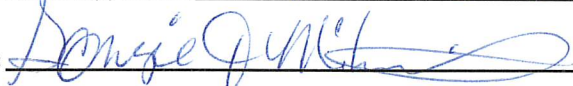
I hereby certify that I have read and understand this application and that all information and attachments are true and correct. I also certify that I agree to comply with all applicable city codes, ordinances and state laws. Finally, I certify that I am the owner of the property involved in this request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

NAME OF OWNER (PRINT) SONZIE J McInnis

ADDRESS (STREET, CITY, STATE, ZIP CODE) 4606 Michigan Ave Gpt MS.39501

PHONE # (H) 228-697-8664 (W) 228 314-3150

TAX PARCEL NUMBER(S) OWNED 0810 F-05-028-000

SIGNATURE: 

NAME OF OWNER (PRINT) William L. Davis

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

PHONE # (H) 228 861 1500 (W) _____

TAX PARCEL NUMBER(S) OWNED 0810 F-05-029-000

SIGNATURE: 

NAME OF OWNER (PRINT) _____

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

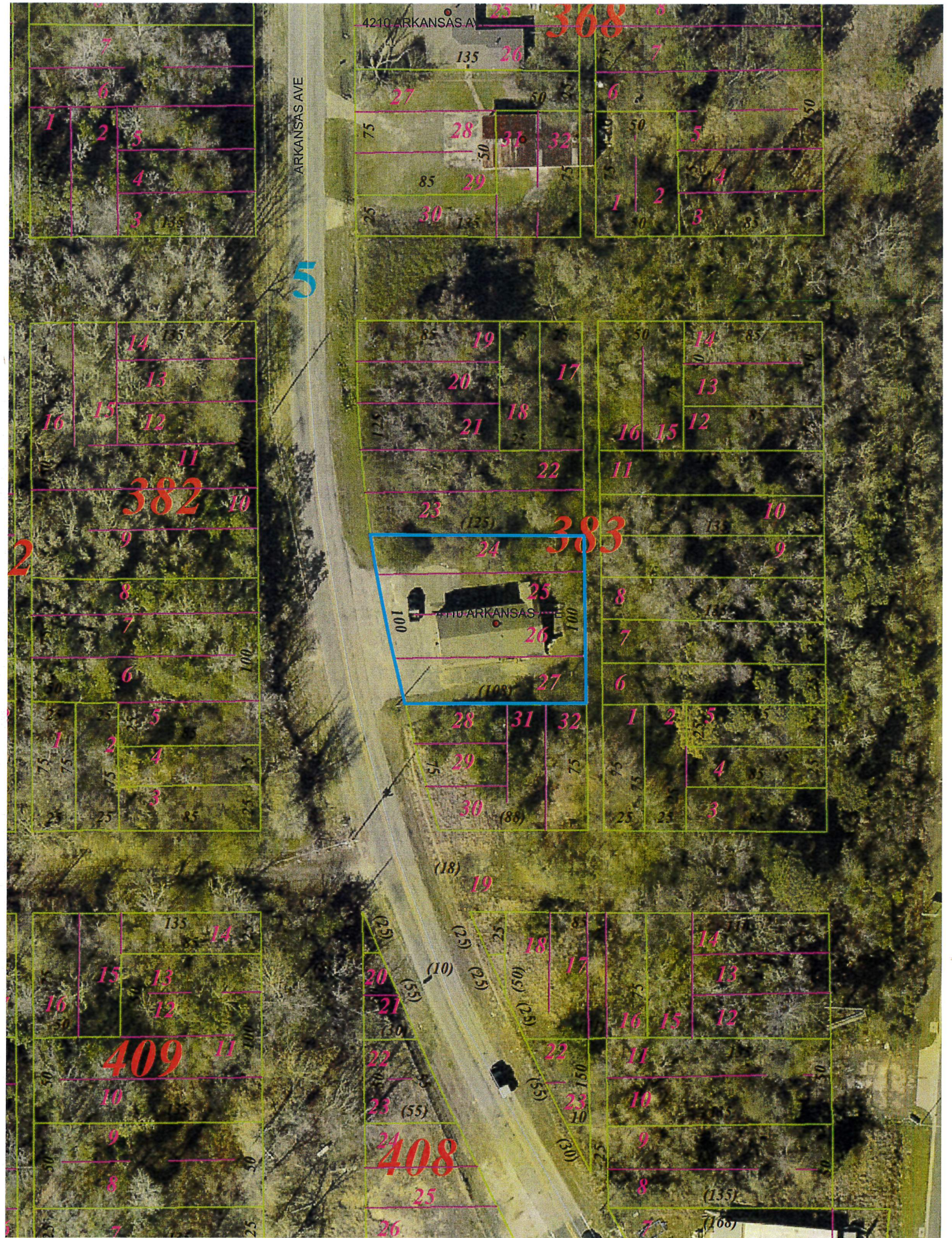
PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

(Use additional forms as needed)

IN CASES OF MULTIPLE APPLICANTS, PLEASE IDENTIFY THE PERSON WHO WILL BE ACTING AS YOUR SPOKES PERSON/AGENT FOR YOU: _____



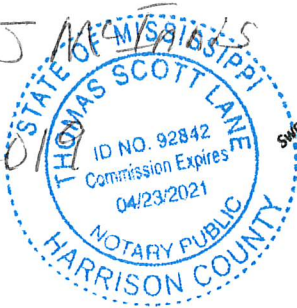


Affidavit

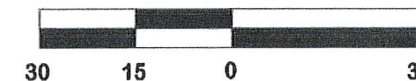
An affidavit stating there are no restrictive or
Protective Covenants Prohibiting the resubdivision
of the property.

[Signature]

Sonzie J. [Signature]
9/4/20



Sworn to and subscribed to me this
4th day of September 2020
Notary: *[Signature]*

SCALE: 1" = 30'
SCALE IN FEET

PLAT SHOWING RESUBDIVISION OF PARCELS #0810F-05-028.000 & #0810F-05-029.000 INTO PARCELS A & B

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING & DISTANCE
C1	7°35'08"	946.16'	125.26'	N 3°29'03" W - 125.17'
C2	6°08'58"	946.16'	101.55'	N 10°21'06" W - 101.50'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 89°31'12" E	25.00'
L2	N 89°31'12" E	25.00'

REFERENCE BEARINGS:

The bearings shown hereon are based on the "Mississippi State Plane Coordinate System - East Zone - NAD 83" using GPS GCGC-RTN System accessed on April 09, 2019. (*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.

FEMA FLOOD ZONE AND HAZARDS:

This lot is located in Flood Zone "X" Area of/per FEMA Map Community Panel Number 28047C0263G & 28047C0264G for Harrison County, Mississippi dated December 21, 2017.

NOTES:

- 1.) No attempt has been made by Cassady-Acadia Land Surveying, L.L.C. to verify title, actual legal ownership, deed restrictions servitudes, easements, alleys, right-of-ways or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.
- 2.) The words "Certify," "Certifies" or "Certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.

CERTIFICATION:

This is to certify to SONZIE J. McINNIS that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the most recent Minimum Standards of Practice for Land Surveyors as set forth by the State of Mississippi, Board of Licensure for Professional Engineers and Surveyors and that the accuracy specification and positional tolerances are in accordance with Class "C" surveys indicated in the above standards. I also certify there are no visible encroachments across any property lines except as shown.

Michael P. Blanchard, PS,

Reg. No. 28344

This survey plat is not valid without the raised or colored seal and signature of the Registered Land Surveyor.

LEGEND

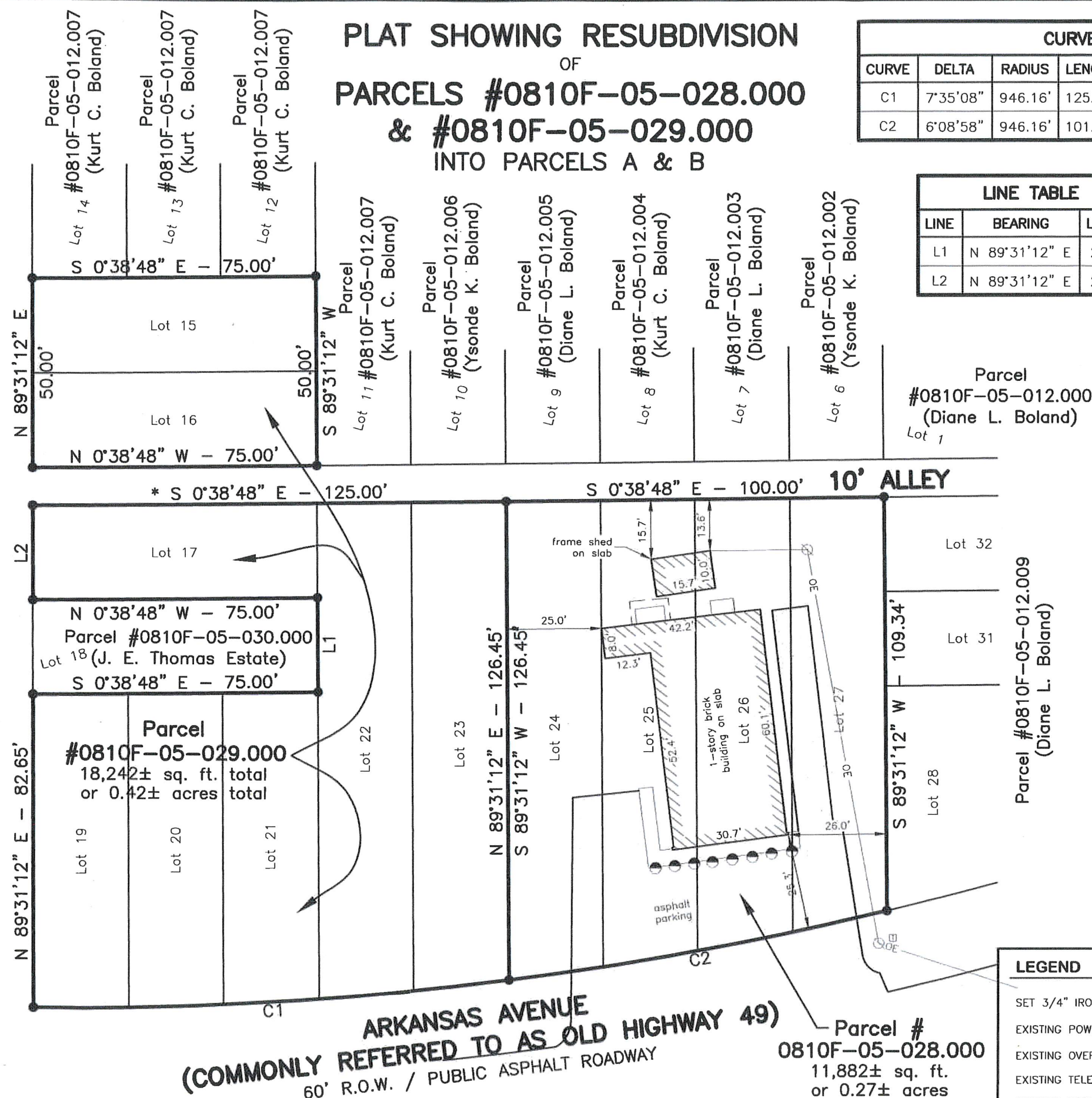
SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE)	●
EXISTING POWER POLE	⊗
EXISTING OVERHEAD POWER LINE	—OE—
EXISTING TELEPHONE PEDESTAL	⊞
EXISTING BARRIER POST	⦿

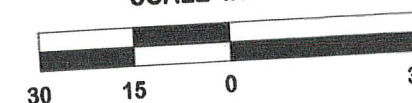
CASSADY-ACADIA
 LAND SURVEYING, LLC Since 1947
 Louisiana • Mississippi • Texas
 1714 22nd Avenue, Gulfport, Mississippi 39501
 Phone • (228)896-7155 Fax • (228)896-8405
 Email • Surveys@Cassady-Acadia.com

FIELD WORK COMPLETED ON: April 9, 2019

CALS FILE: 2019/19-02-234/19-02-234.dwg

ADAMS STREET
 50' R.O.W. / PUBLIC UNIMPROVED ROADWAY



SCALE: 1" = 30'
SCALE IN FEET

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING & DISTANCE
C3	9°11'26"	946.16'	151.77'	N 8°49'52" W - 151.61'
C4	4°32'40"	946.16'	75.04'	N 1°57'49" W - 75.03'

LINE TABLE

LINE	BEARING	LENGTH
L3	S 89°31'12" W	25.00'
L4	N 89°31'12" E	25.00'

PLAT SHOWING RESUBDIVISION OF PARCELS #0810F-05-028.000 & #0810F-05-029.000 INTO PARCELS A & B

REFERENCE BEARINGS:

The bearings shown hereon are based on the "Mississippi State Plane Coordinate System - East Zone - NAD 83" using GPS GCGC-RTN System accessed on April 09, 2019. (*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.

FEMA FLOOD ZONE AND HAZARDS:

This lot is located in Flood Zone "X" Area of/per FEMA Map Community Panel Number 28047C0263G & 28047C0264G for Harrison County, Mississippi dated December 21, 2017.

NOTES:

- No attempt has been made by Cassady-Acadia Land Surveying, L.L.C. to verify title, actual legal ownership, deed restrictions servitudes, easements, alleys, right-of-ways or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.
- The words "Certify," "Certifies" or "Certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.

CERTIFICATION:

This is to certify to SONZIE J. McINNIS that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the most recent Minimum Standards of Practice for Land Surveyors as set forth by the State of Mississippi, Board of Licensure for Professional Engineers and Surveyors and that the accuracy specification and positional tolerances are in accordance with Class "C" surveys indicated in the above standards. I also certify there are no visible encroachments across any property lines except as shown.

Michael P. Blanchard
Michael P. Blanchard, PS,

This survey plat is not valid without the raised or colored seal and signature of the Registered Land Surveyor.

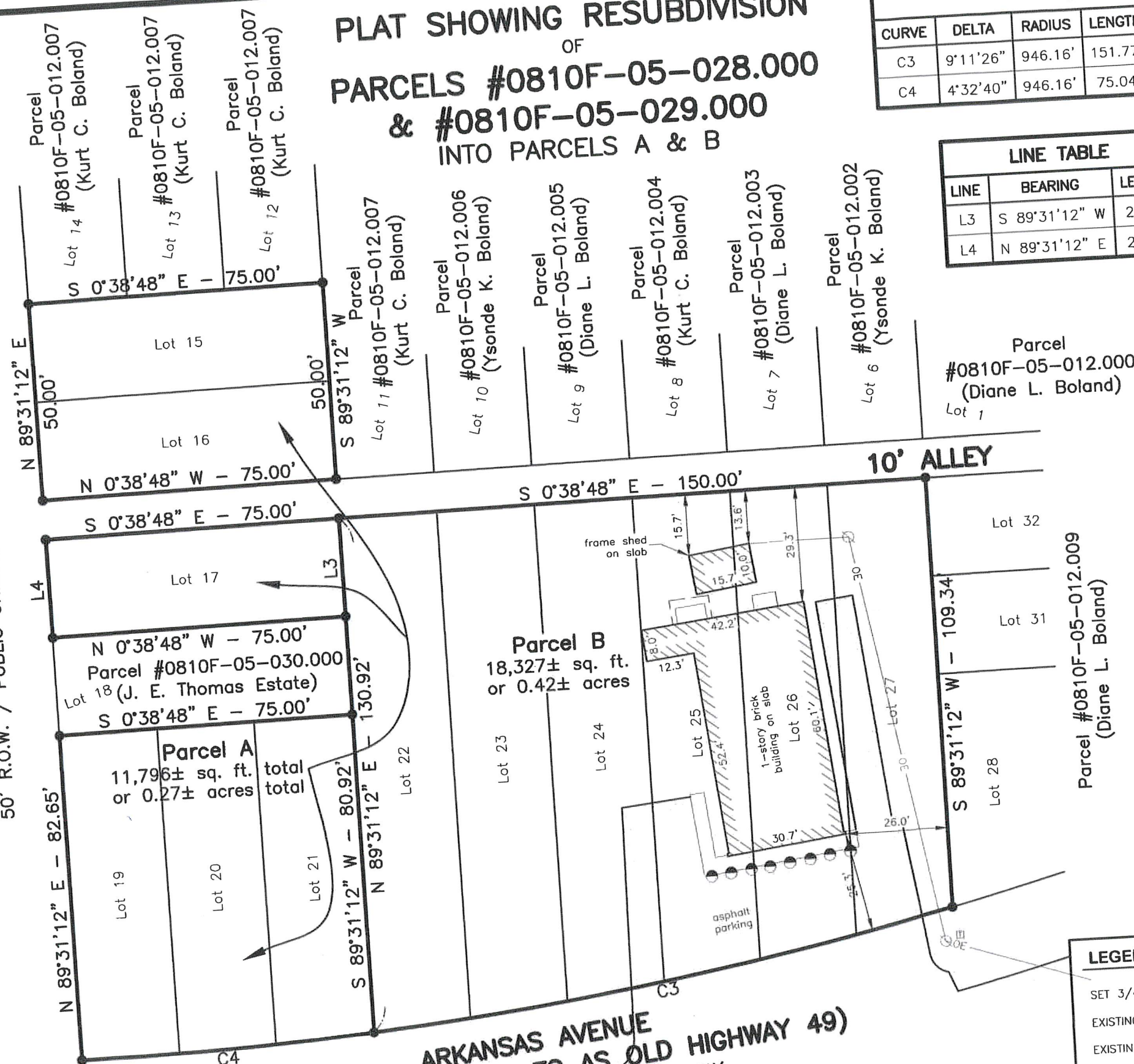
LEGEND

- SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE) ●
- EXISTING POWER POLE ○
- EXISTING OVERHEAD POWER LINE —OE—
- EXISTING TELEPHONE PEDESTAL □
- EXISTING BARRIER POST ●

CASSADY-ACADIA
LAND SURVEYING, LLC Since 1947
Louisiana • Mississippi • Texas
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)896-7155 Fax • (228)896-8405
Email • Surveys@Cassady-Acadia.com

FIELD WORK COMPLETED ON: April 9, 2019
CALS FILE: 2019/19-02-234/19-02-234.dwg

ADAMS STREET
50' R.O.W. / PUBLIC UNIMPROVED ROADWAY



ARKANSAS AVENUE
(COMMONLY REFERRED TO AS OLD HIGHWAY 49)
60' R.O.W. / PUBLIC ASPHALT ROADWAY

CERTIFICATE OF RESUBDIVISION

In accordance with Section 9-48 of the Code of Ordinance (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have reviewed and approved this Final Plat for the Resubdivision of "PARCEL 0810F-05-028.000" and "PARCEL 0810F-05-029.000" in Section 28, Township 7 South, Range 11 West into Parcel "A" and Parcel "B". The subject property is generally described as being located south of Adams Street and east of Arkansas Avenue (Old Highway 49). The ad valorem tax parcel numbers of the subject properties are 0810F-05-028.000 (Instrument No. 2017-3596-D-J1) and 0810F-05-029.000 (Deed Book 606, Page 418). The Case File Number is _____.

LEGAL DESCRIPTION OF LANDS PRIOR TO THIS RESUBDIVISION (PER DEED):

PROPERTY OF SONZIE J. McINNIS:
PARCEL NO. 0810F-05-028.000

Lots 24 to 27, inclusive, Block 383, NORTH GULFPORT SUBDIVISION, City of Gulfport, First Judicial District of Harrison County, Mississippi.

PROPERTY OF WILLIAM L. DAVIS:
PARCEL NO. 0810F-05-029.000

Lots 15 to 23, inclusive, less Lot 18, Block 383, NORTH GULFPORT SUBDIVISION, City of Gulfport, First Judicial District of Harrison County, Mississippi.

LEGAL DESCRIPTIONS OF THE (2) PARCELS CREATED BY THIS RESUBDIVISION:**LEGAL DESCRIPTION OF PARCEL A: AS PER SURVEY**

Lots 15 to 21, inclusive, less Lot 18, Block 383, NORTH GULFPORT SUBDIVISION, City of Gulfport, First Judicial District of Harrison County, Mississippi.

LEGAL DESCRIPTION OF PARCEL B: AS PER SURVEY

Lots 22 to 27, inclusive, Block 383, NORTH GULFPORT SUBDIVISION, City of Gulfport, First Judicial District of Harrison County, Mississippi.

PLAT SHOWING RESUBDIVISION
OF
PARCELS #0810F-05-028.000
& #0810F-05-029.000
INTO PARCELS A & B

 **CASSADY-ACADIA**
LAND SURVEYING, LLC Since 1947
Louisiana • Mississippi • Texas
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)896-7155 Fax • (228)896-8405
Email • Survey@cassady-acadia.com

FIELD WORK COMPLETED ON: April 9, 2019

CALS FILE: 2019/19-02-234/19-02-234.dwg

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

Ratified and Approved by:

Sonzie J. McInnis
(Signature)

By: Sonzie J. McInnis, Owner

This 15th day of May, 2019.

ACKNOWLEDGE

Before me, the undersigned, personally appeared the aforementioned Sonzie J. McInnis, who acknowledged that she is the Owner and she accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

[Signature]
NOTARY PUBLIC
My Commission Expires: 04/23/2021

S E A L

Ratified and Approved by:

William L. Davis
(Signature)

By: William L. Davis, Owner

This 15 day of MAY, 2019.

ACKNOWLEDGE

Before me, the undersigned, personally appeared the aforementioned William L. Davis, who acknowledged that he is the Owner and he accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

[Signature]
NOTARY PUBLIC
My Commission Expires: 04/23/2021

S E A L

PLAT SHOWING RESUBDIVISION
OF
PARCELS #0810F-05-028.000
& #0810F-05-029.000
INTO PARCELS A & B

PLANNING COMMISSION

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

Gulfport City Planning Commission

Planning Division Administrator

APPROVAL

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

ATTEST:

ADOPT:

CLERK OF COUNCIL

PRESIDENT

This resubdivision plat and Certificate of Resubdivision, having been submitted and approved by the Mayor, this _____ day of _____, 2019.

BILLY HEWES, MAYOR

CASSADY-ACADIA
LAND SURVEYING, LLC Since 1947
Louisiana • Mississippi • Texas
1714 22nd Avenue, Gulfport, Mississippi 39501
Phone • (228)896-7155 Fax • (228)896-8405
Email • Surveys@Cassady-Acadia.com

FIELD WORK COMPLETED ON: April 9, 2019
CALS FILE: 2019/19-02-234/19-02-234.dwg

RE: Resubdivision 1911PC134, by owner Sonzie J. McInnis, tax parcels 0810F-05-028.000, 0810F-05-029.000, Divide into two new parcels, 4110 Arkansas Ave, Zoned B-4 (Highway Business), Ward 3

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, October 24, 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, October 24, 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.

PARCEL_ID (134)	PPIN	NAME	ADDRESS	CITY	STATE	ZIP
0810F-05-028.000	51781	SONZIE J. MCINNIS	4606 MICHIGAN AVE	GULFPORT	MS	39501
		Adjacent Property Owners				
0810F-05-050.000	51756	W T A INC	P O BOX 206	BILOXI	MS	39533
0810F-05-014.000	51773	BOLAND DIANE L	5776 FORSYTHIA	BATON ROUGE	LA	70808
0810F-05-026.000	87873	OASIS REAL ESTATE INVESTMENTS INC	2205 JOHN HILL BLVD	GULFPORT	MS	39503
0810F-05-010.000	51565	J B SERVICES LLC	2100 - 24TH AVE	GULFPORT	MS	39501
0810F-05-046.000	87882	COOK MAURA 20% INT ET AL /MICHAEL J. PENEGUY	1541 MAPLEWOOD DR	SLIDELL	LA	70458
0810F-05-012.008	106892	BOLAND DIANE L	5776 FORSYTHIA AVE	BATON ROUGE	LA	70808
0810F-05-012.000	87806	BOLAND DIANE L	5776 FORSYTHIA AVE	BATON ROUGE	LA	70808
0810F-05-012.001	106889	BOLAND DIANE L	5776 FORSYTHIA AVE	BATON ROUGE	LA	70808
0810F-05-012.009	106893	BOLAND DIANE L	5776 FORSYTHIA AVE	BATON ROUGE	LA	70808
0810F-05-013.000	87807	W T A INC	P O BOX 206	BILOXI	MS	39533
0810F-05-012.006	106887	BOLAND YSONDE KATRINA	5776 FORSYTHIA AVE	BATON ROUGE	LA	70808
0810F-05-048.000	87884	DAVIS W L & WF	4210 ARKANSAS AVE	GULFPORT	MS	39501
0810F-05-030.000	51778	THOMAS J E ET AL	726 N 179TH ST	SEATTLE	WA	98133
0810F-05-031.001	100002	DAVIS WILLIAM L & THELMA C -EST-	4210 ARKANSAS AVE	GULFPORT	MS	39501
0810F-05-042.000	87880	FOSTER DEIDRA E & LINDSAY JACQUALYN	4221 ARKANSAS AVE	GULFPORT	MS	39501
0810F-05-011.000	51776	T L C PROPERTIES INC	10571 OUTDOOR WAY	GULFPORT	MS	39503
0810F-05-031.000	87875	DAVIS WILLIAM & THELMA -EST-	4210 ARKANSAS AVE	GULFPORT	MS	39501
0810F-05-012.003	106890	BOLAND DIANE L	5776 FORSYTHIA AVE	BATON ROUGE	LA	70808
0810F-05-012.002	106885	BOLAND YSONDE KATRINA	5776 FORSYTHIA AVE	BATON ROUGE	LA	70808
0810F-05-049.000	51757	FERGUSON ROBERT J	P O BOX 15203	BROOKSVILLE	FL	34604
0810F-05-031.002	100003	DAVIS WILLIAM & WF	4210 ARKANSAS AVE	GULFPORT	MS	39501
0810F-05-018.000	87808	NELSON DORIS & KENNETH L -EST	110 KENDOR LANE	WAYNESVILLE	NC	28786
0810F-05-032.001	51573	DAVIS WILLIAM L -EST-	4210 ARKANSAS AVE	GULFPORT	MS	39503
0810F-05-012.004	106886	BOLAND KURT CAMERON	5776 FORSYTHIA AVE	BATON ROUGE	LA	70808
0810F-05-053.000	51813	OASIS REAL ESTATE INVESTMENTS INC	2205 JOHN HILL BLVD	GULFPORT	MS	39501
0810E-03-003.000	51586	SIMMONS CAROL & ASHLEY FREDDIE JR	3608 REEVES LANE	OCEAN SPRINGS	MS	39561
0810F-05-043.000	51582	DAVIS WM & WF	4210 ARKANSAS AVE	GULFPORT	MS	39501
0810F-05-047.000	87883	FERGUSON ROBERT J	P O BOX 15203	BROOKSVILLE	FL	34604
0810F-05-012.005	106891	BOLAND DIANE L	5776 FORSYTHIA AVE	BATON ROUGE	LA	70808
0810F-05-012.007	106888	BOLAND KURT CAMERON	5776 FORSYTHIA AVE	BATON ROUGE	LA	70808
0810F-05-010.001	51564	J B SERVICES LLC	2100 - 24TH AVE	GULFPORT	MS	39501

0810F-05-016.000	51801 EL DORADO OIL & GAS INC	8 BAYOU PLACE	GULFPORT	MS	39507
0810F-05-029.000	87874 DAVIS WILLIAM & THELMA	4210 ARKANSAS AVE	GULFPORT	MS	39501
0810F-05-017.000	51800 EL DORADO OIL & GAS INC	8 BAYOU PLACE	GULFPORT	MS	39503
0810F-05-025.001	144290 OASIS REAL ESTATE INVESTMENTS INC	2205 JOHN HILL BLVD	GULFPORT	MS	39503
0810F-05-025.000	51802 EL DORADO OIL & GAS INC	8 BAYOU PLACE	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, October 24, 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.

1. Final Plat 1910PC116:

Final Plat 1910PC116, by agent Brown, Mitchell & Alexander Inc, between tax parcels 1008M-04-006.000 and 1008M-04-003.002, Final Plat approval of a 3-lot subdivision (Gulfport Promenade), Lorraine Rd, Zoned B-2 (General business), Ward 6

2. Planning Commission Approval 1910PC118:

Planning Commission Approval 1910PC118, by agent Kevin Hall, Request a small cell tower, Factory Shops Blvd, Lat 30.427515, Long - 89.098048, Zoned B-4 (Highway Business), Ward 3

3. Planning Commission Approval 1910PC119:

Planning Commission Approval 1910PC119, by agent Kevin Hall, Request a small cell tower, Factory Shops Blvd, Lat 30.427353, Long - 89.100817, Zoned B-4 (Highway Business), Ward 3

4. Planning Commission Approval 1910PC120:

Planning Commission Approval 1910PC120, by agent Kevin Hall, Request a small cell tower, Factory Shops Blvd, Lat 30.427365, Long - 89.099103, Zoned B-4 (Highway Business), Ward 3

5. Planning Commission Approval 1910PC121:

Planning Commission Approval 1910PC121, by agent Kevin Hall, Request a small cell tower, Factory Shops Blvd, Lat 30.427584, Long - 89.096631, Zoned B-4 (Highway Business), Ward 3

6. Resubdivision 1910PC124:

Resubdivision 1910PC124, by agent Heinrich & Associates, tax parcel 1010F-02-015.000, Divide into two new parcels, 1215 Pine St, Zoned T3 (Sub-Urban zone), Ward 4

7. Planning Commission Approval 1910PC129:

Planning Commission Approval 1910PC129, by agent Doug Hanson, tax parcel 0808F-02-022.000, Requests home occupation for mobile windshield repair, 12083 Essex Pl, Zoned R-1-10 (Single-family), Ward 7

8. Planning Commission Approval 1910PC130:

Planning Commission Approval 1910PC130, by owner Jelicia Mallory, tax parcel 0808F-01-001.083, Request for home occupation for online retail store, 12212 Emily Cv, Zoned R-1-10 (Single-family), Ward 7

9. Resubdivision 1911PC134:

Resubdivision 1911PC134, by owner Sonzie J. McInnis, tax parcels 0810F-05-028.000, 0810F-05-029.000, Divide into two new parcels, 4110 Arkansas Ave, Zoned B-4 (Highway Business), Ward 3

This the 3rd day of October 2019
Keith Williams, Chairman
City of Gulfport Planning Commission

CITY OF GULFPORT PLANNING COMMISSION

1911PC134

TRANSCRIPT OF HEARING

October 24, 2019

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 24TH DAY OF OCTOBER 2019
COMMENCING AT 4:30 P.M. AND REPORTED BY
NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

COMMISSION MEMBERS PRESENT:

KEITH WILLIAMS, President
WILLIAM "PRINCE" JONES
VIRGINIA ADOLPH
B.J. SELLERS
BRANDON ELLIOTT
CHARLIE HEWES
JOHN ANTHONY
TIMOTHY DAIGLE, JR.
DOUG HANCOCK

STAFF PRESENT:

GREG HOLMES
MATILDA WELCH
CORY LONG

1 9. Resubdivision 1911PC134

2 MR. LONG: Resubdivision 1911PC134 has been
3 duly and timely noticed as required by law. The applicant
4 requests to divide into two new parcels 4110 Arkansas
5 Avenue, zoned B-4, Ward 3. A copy of the packet considered
6 is hereby offered to the record.

7 MR. WILLIAMS: All right. Thank you.

8 I assume y'all are here to speak for it.

9 MR. MCINNIS: Alvin McInnis, the address
10 we're according to is 4110 Arkansas Avenue.

11 MR. WILLIAMS: All right.

12 MR. MCINNIS: We want to add -- we purchased
13 4110 which is four lots and we purchased two more on the
14 side of it. And we want to just consolidate it.

15 MR. WILLIAMS: Okay. So you're going to take
16 those individual lots and just make it one big lot.

17 MR. MCINNIS: One big lot. We're going to be
18 McInnis Home Bar-B-Que.

19 MR. WILLIAMS: Okay.

20 Questions, commissioners?

21 MR. JONES: When you said once you get all
22 the lines, you're going to have a barbeque business there?

23 MR. MCINNIS: Exactly. It used to be the Old
24 Neighborhood Cleaners.

25 MR. JONES: I know exactly where you're

1 talking about.

2 MR. MCINNIS: We already -- we there with our
3 address now over there. However this address is 4301
4 Arkansas and with the barbeque business. So we got a
5 take-out now, so we are expanding out.

6 MR. JONES: So you're not going to let people
7 just come there and eat.

8 MR. MCINNIS: No.

9 MR. JONES: You're just going to take them
10 out. Okay. I gotcha.

11 MR. MCINNIS: You can come in and sit down.
12 It's just wait.

13 MR. WILLIAMS: Yeah. Coach is thinking about
14 lunch.

15 MR. MCINNIS: We is ready.

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

19 Anyone else here to speak for the request?

20 Anyone here to speak against this request?

21 Commissioners, any questions, comments? Or a
22 motion, please.

23 MR. JONES: Case File 1911PC134 I move that
24 we accept the staff recommendation.

25 MR. WILLIAMS: Coach, can we make that motion

1 that we approve it, as the staff doesn't have to give
2 recommendations any longer, so we just approve the case;
3 right?

4 MR. JONES: Yes.

5 MR. WILLIAMS: So we've got a motion to
6 approve the case as presented. Do I have a second?

7 MR. HEWES: Second.

8 MR. WILLIAMS: All right. A motion and a
9 second to approve. Any further discussion? If not, all
10 those in favor signify by saying aye. Any opposed? All
11 right. It's been approved.

12 (Unanimous.)

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BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

1911PC134

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroë, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 4 pages constitute a true and correct transcription of said hearing held on the 24th day of October 2019.

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

Witness my signature this the 1st day of November 2019.

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Gregory Holmes, Planning Administrator
Urban Development Department

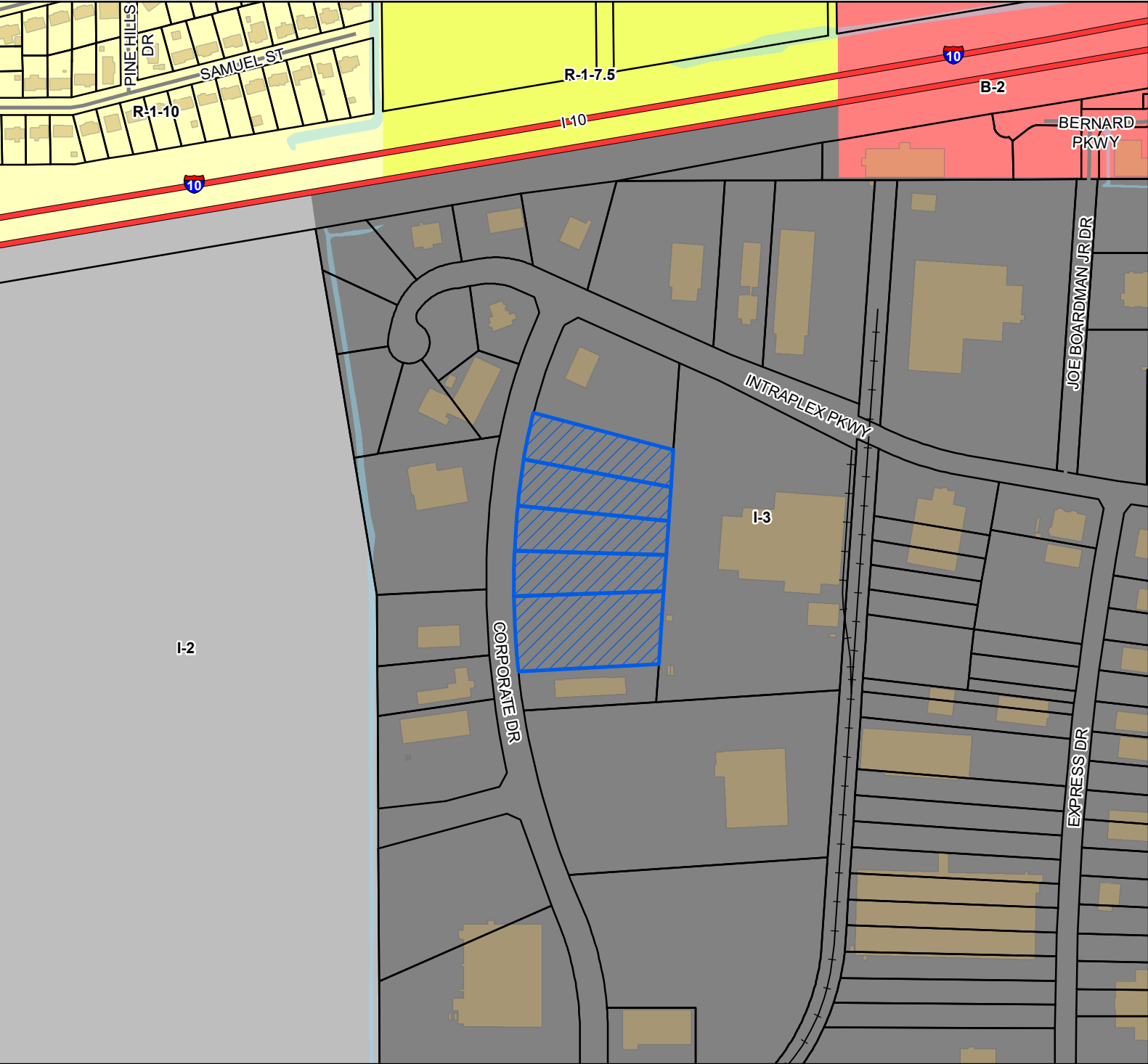
Date: November 6, 2019

Re: **Short form Resubdivision Case 1911PC143:**
Harrison County Development Commission, property owner, requests to divide the 6.67-acre tax parcel 0909A-01-001.084 and 0909A-01-001.083 into two new parcels zoned I-3 (Planned industrial park): located north of Seaway Road, south of Intraplex Parkway, east of and adjacent to Corporate Drive, and west of Express Drive, in Ward 5.

Subject: Resubdivision of tax parcel number 0909A-01-001.084 and 0909A-01-001.083.

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 November 19, 2019.

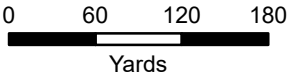


- Site
- Interstate Highway
- Street
- Railroad
- Parcels
- Buildings
- Zoning**
 - B-2 - General Business District
 - I-2 - Heavy Industry District
 - I-3 - Planned Industrial District
 - R-1-10 - Single Family Residence (Low Density)
 - R-1-7.5 - Single Family Residence District (Low Density)

Water Features

Site Information

0909A-01-001.080
0909A-01-001.081
0909A-01-001.082
0909A-01-001.083
0909A-01-001.084
Zoning: I-3 (Planned industrial)



1 inch = 400 feet



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

\$185



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

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

0	9	0	9	A
0	9	0	9	A

 -

0	1
0	1

 -

0	0	1
0	0	1

 .

0	8	3
0	8	4

(If necessary, use separate sheet of paper)

For Staff Use Only

Case File #: 1911PC143Date Received: 17 Oct 2019

Receipt #: _____

Received By: ES CLZoning: I-3Ward: 5 Flood: 0.26

Size: _____

Address of Property Involved: Corporate DrLot(s) 2, Block(s) _____, Subdivision Intraplex 10

General Location: _____

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.**

9/29/19

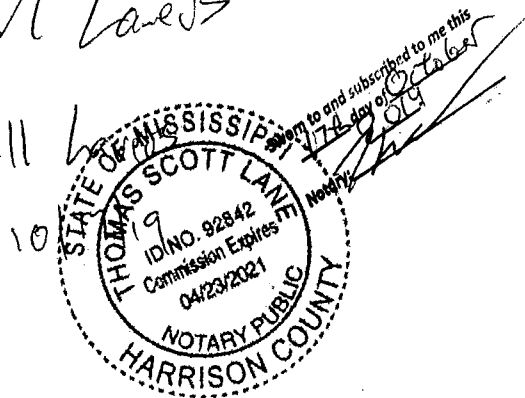
None of these resubdivisions are in
any violation of restrictive covenants

Sincerely

Bill Lavers

Bill Lavers

Bill



CERTIFICATE OF RE-SUBDIVISION **RE-SUBDIVISION OF PARCEL #0909A-01-001.045** **RE-SUBDIVISION OF LOT 2B OF THE WEST PORTION** **OF LOT 2, PHASE 2, INTRAPLEX 10**



SCALE: 1"=100'

20' Easement

LOT 2-A

0909A-01-001.045
HARRISON COUNTY DEV. COMM.
12155 INTRAPLEX PARKWAY
GULFPORT, MS. 39507

D=4°27'19"
L=117.94'
R=1516.75'
N 12°05'27" E
C=117.91'

D=0°23'39"
L=15.44'
R=2244.28'
N 09°39'39" E
C=15.44'

D=3°23'45"
L=133.02'
R=2244.28'
N 07°46'18" E
C=133.00'

Δ = 03°23'45"
R = 2244.28'
L = 133.02'
N04°22'31"E
133.00'

Δ = 03°23'45"
R = 2244.28'
L = 133.02'
N00°57'47"E
133.00'

Δ = 05°17'57"
R = 2244.28'
L = 207.57'
N03°22'07"W
207.50'

CORPORATE DRIVE (80' R.O.W.)

LOT 2-B-5

LOT 2-B-4

LOT 2-B-3

LOT 2-B-2

LOT 2-B-1

LOT 2-C

0909A-01-001.078
BLALACK PROP. INC.
10278 CORPORATE DRIVE
GULFPORT, MS. 39507
2011-1926-D-J1

POINT OF
BEGINNING

X MARK
IN PAD
FOR TRANSFORMER

Note:
Re-subdivision of Lot 2, Phase 2,
Intraplex 10, DR 2011-0001929-d-j1.
with easements.

Lots to be served by existing city
water available on Corporate Drive,
and existing city sewer system.

SETBACKS
FRONT 25'(ZONE 45' (PLAT))
SIDE NONE
REAR NONE

IRF 1/2" IRON ROD FOUND
IRS 1/2" IRON ROD SET
CMF CONCRETE MONUMENT
P=PLAT OF RECORD
M=MEASURED
D=DEED

15' Drainage
Easement

LOT 2

0909A-01-001.070
FULLHOUSE VENTURE CORP.
12155 INTRAPLEX PARKWAY
GULFPORT, MS. 39507
DB 1440 PG 141

COMMENCING
POINT
SE CORNER
LOT 2, PHASE 2
INTRAPLEX 10

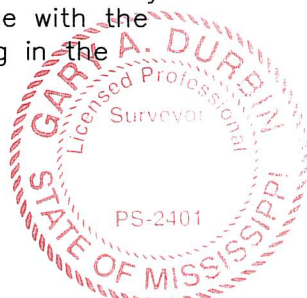
This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

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

Bearings based on GPS Observation, MS Zone East Grid, convergence angle -0.130449, scale factor 0.999960.

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

Gary A. Durbin, P.L.S. 2401
November 15, 2016
Revised: August 20, 2019
Revised: October 9, 2019



10130b
SHEET 1 OF 4

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

CERTIFICATE OF RE-SUBDIVISION **RE-SUBDIVISION OF PARCEL #0909A-01-001.045** **RE-SUBDIVISION OF LOT 2B OF THE WEST PORTION** **OF LOT 2, PHASE 2, INTRAPLEX 10**



SCALE: 1"=100'

D=3°41'59"
L=97.94'
R=1516.75'
CB=N 12°28'07" E
C=97.92'

D=0°45'20"
L=20.00'
R=1516.75'
CB=N 10°14'28" E
C=20.00'

N: 341992.56
E: 918251.79

D=3°47'24"
L=148.46'
R=2244.28'
CB=N 07°58'05" E
C=148.43'

N: 341920.78
E: 918670.24

Note:
Re-subdivision of Lot 2, Phase 2,
Intraplex 10, DR 2011-0001929-d-j1.
with easements.

Lots to be served by existing city
water available on Corporate Drive,
and existing city sewer system.

SETBACKS
FRONT 25'(ZONE 45' (PLAT))
SIDE NONE
REAR NONE

IRF 1/2" IRON ROD FOUND
IRS 1/2" IRON ROD SET
CMF CONCRETE MONUMENT
P=PLAT OF RECORD
M=MEASURED
D=DEED

CORPORATE DRIVE (80' R.O.W.)

X MARK
IN PAD
FOR TRANSFORMER

LOT 2-C

0909A-01-001.078
BLALACK PROP. INC.
10278 CORPORATE DRIVE
GULFPORT, MS. 39507
2011-1926-D-J1

LOT 2-A

0909A-01-001.045
HARRIOSN COUNTY DEV. COMM.
12155 INTRAPLEX PARKWAY
GULFPORT, MS. 39507

LOT 2-B-5a

LOT 2-B-4a

LOT 2

0909A-01-001.070
FULLHOUSE VENTURE CORP.
12155 INTRAPLEX PARKWAY
GULFPORT, MS. 39507
DB 1440 PG 141

COMMENCING
POINT
SE CORNER
LOT 2, PHASE 2
INTRAPLEX 10

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

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

Bearings based on GPS Observation, MS Zone East Grid, convergence angle -0.130449, scale factor 0.999960.

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

Gary A. Durbin, P.L.S. 2401
November 15, 2016
Revised: August 20, 2019
Revised: October 9, 2019



SHEET 2 OF 4

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

10130b

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0909A-01-001.045
RE-SUBDIVISION OF LOT 2B OF THE WEST PORTION
OF LOT 2, PHASE 2, INTRAPLEX 10

LEGAL DESCRIPTION
LOT 2-B-1

A parcel of land located in and being a part of Lot 2, Intraplex 10, Phase 2, (Subdivision Plat Book 37, Page 13), Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at an iron rod found at the Southeast corner of Lot 2, Intraplex 10, Phase 2, Plat Book 37, Page 13, thence S 87°06'12" W 527.26 feet to an iron rod found, thence N 04°00'00" E 111.34 feet to an iron rod found and the Point of Beginning, thence S 87°06'12" W 405.06 feet to an x mark in the concrete pad for a transformer box on the East margin of Corporate Drive, thence Northerly along a curve concave to the East, having a radius of 2244.28 feet for a distance of 207.57 feet, having a chord bearing of N 03°22'07" W for a chord distance of 207.50 feet to an iron rod set, thence N 87°06'12" E 431.83 feet to an iron rod set, thence S 04°00'00" W 209.00 feet to the Point of Beginning. Said parcel contains 87,156 square feet or 2.00 acres. Bearings based on GPS Observation, Mississippi State Plane Grid, convergence angle of -0.130449 and scale factor of 0.999960 per survey by Gary A. Durbin, P.L.S. dated: September 14, 2016.

LEGAL DESCRIPTION
LOT 2-B-2

A parcel of land located in and being a part of Lot 2, Intraplex 10, Phase 2, (Subdivision Plat Book 37, Page 13), Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at an iron rod found at the Southeast corner of Lot 2, Intraplex 10, Phase 2, Plat Book 37, Page 13, thence S 87°06'12" W 527.26 feet to an iron rod found, thence N 04°00'00" E 320.23 feet to an iron rod found and the Point of Beginning, thence S 87°06'12" W 431.83 feet to an iron rod set on the East margin of Corporate Drive, thence Northerly along a curve concave to the East, having a radius of 2244.28 feet for a distance of 133.02 feet, having a chord bearing of N 00°57'47" E for a chord distance of 133.00 feet to an iron rod set, thence S 88°29'54" E 436.16 feet to an iron rod set, thence S 04°00'00" W 99.97 feet to the Point of Beginning. Said parcel contains 50,519 square feet or 1.16 acres. Bearings based on GPS Observation, Mississippi State Plane Grid, convergence angle of -0.130449 and scale factor of 0.999960 per survey by Gary A. Durbin, P.L.S. dated: September 14, 2016.

LEGAL DESCRIPTION
LOT 2-B-3

A parcel of land located in and being a part of Lot 2, Intraplex 10, Phase 2, (Subdivision Plat Book 37, Page 13), Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at an iron rod found at the Southeast corner of Lot 2, Intraplex 10, Phase 2, Plat Book 37, Page 13, thence S 87°06'12" W 527.26 feet to an iron rod found, thence N 04°00'00" E 420.20 feet to an iron rod found and the Point of Beginning, thence S 88°29'54" W 436.16 feet to an iron rod set on the East margin of Corporate Drive, thence Northerly along a curve concave to the East, having a radius of 2244.28 feet for a distance of 133.02 feet, having a chord bearing of N 04°22'31" E for a chord distance of 133.00 feet to an iron rod set, thence S 84°09'29" E 435.10 feet to an iron rod set, thence S 04°00'00" W 100.00 feet to the Point of Beginning. Said parcel contains 50,800 square feet or 1.17 acres. Bearings based on GPS Observation, Mississippi State Plane Grid, convergence angle of -0.130449 and scale factor of 0.999960 per survey by Gary A. Durbin, P.L.S. dated: September 14, 2016.

LEGAL DESCRIPTION
LOT 2-B-4

A parcel of land located in and being a part of Lot 2, Intraplex 10, Phase 2, (Subdivision Plat Book 37, Page 13), Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

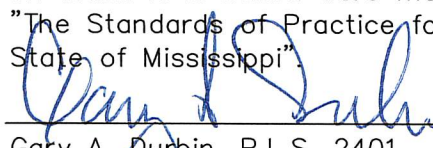
Commencing at an iron rod found at the Southeast corner of Lot 2, Intraplex 10, Phase 2, Plat Book 37, Page 13, thence S 87°06'12" W 527.26 feet to an iron rod found, thence N 04°00'00" E 520.20 feet to an iron rod found and the Point of Beginning, thence S 84°09'29" W 435.10 feet to an iron rod set on the East margin of Corporate Drive, thence Northerly along a curve concave to the East, having a radius of 2244.28 feet for a distance of 133.02 feet, having a chord bearing of N 07°46'16" E for a chord distance of 133.00 feet to an iron rod set, thence S 79°44'46" E 428.68 feet to an iron rod set, thence S 04°00'00" W 100.00 feet to the Point of Beginning. Said parcel contains 50,312 square feet or 1.16 acres. Bearings based on GPS Observation, Mississippi State Plane Grid, convergence angle of -0.130449 and scale factor of 0.999960 per survey by Gary A. Durbin, P.L.S. dated: September 14, 2016.

LEGAL DESCRIPTION
LOT 2-B-5

A parcel of land located in and being a part of Lot 2, Intraplex 10, Phase 2, (Subdivision Plat Book 37, Page 13), Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at an iron rod found at the Southeast corner of Lot 2, Intraplex 10, Phase 2, Plat Book 37, Page 13, thence S 87°06'12" W 527.26 feet to an iron rod found, thence N 04°00'00" E 659.73 feet to an iron rod found and the Point of Beginning, thence N 80°16'00" W 424.56 feet to an iron rod set on the East margin of Corporate Drive, thence Northerly along a curve concave to the East, having a radius of 2244.28 feet for a distance of 15.44 feet, having a chord bearing of N 09°39'58" E for a chord distance of 15.44 feet to an iron rod set, thence Northerly along a curve concave to the East having a radius of 1516.75 feet from a distance of 117.94 feet, having a chord bearing of N 12°05'27" E for a chord distance of 117.91 feet to an iron rod set, thence S 75°04'11" E 415.55 feet to an iron rod set, thence S 04°00'00" W 100.00 feet to the Point of Beginning. Said parcel contains 49,097 square feet or 1.13 acres. Bearings based on GPS Observation, Mississippi State Plane Grid, convergence angle of -0.130449 and scale factor of 0.999960 per survey by Gary A. Durbin, P.L.S. dated: September 14, 2016.

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


Gary A. Durbin, P.L.S. 2401
November 15, 2016
Revised: August 20, 2019
Revised: October 9, 2019



10130b

SHEET 3 OF 4

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

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0909A-01-001.045
RE-SUBDIVISION OF LOT 2B OF THE WEST PORTION
OF LOT 2, PHASE 2, INTRAPLEX 10

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 Parcels #0909A-01-001.045 of land in Lot 2B, Re-subdivision of Lot 2, Intraplex 10, Phase II, City of Gulfport, First Judicial District of Harrison County, Mississippi. The subject property is generally described as being located at Corporate Drive. The ad valorem tax parcel number of the subject property is 0909A-01-001.045. The case file number is _____.

See Sheet 3 of 4 for Parent legals

PROPOSED LEGAL DESCRIPTION
LOT 2-B-4a

A parcel of land located in and being a part of Lot 2, Intraplex 10, Phase 2, (Subdivision Plat Book 37, Page 13), Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at an iron rod found at the Southeast corner of Lot 2, Intraplex 10, Phase 2, Plat Book 37, Page 13, thence S 87°06'12" W 527.26 feet to an iron rod found, thence N 04°00'00" E 520.20 feet to an iron rod found and the Point of Beginning, thence S 84°09'29" W 435.10 feet to an iron rod set on the East margin of Corporate Drive, thence Northerly along a curve concave to the East, having a radius of 2244.28 feet for a distance of 148.46 feet, having a chord bearing of N 07°58'05" E for a chord distance of 148.43 feet to an iron rod set, thence S 80°16'00" E 424.56 feet to an iron rod set, thence S 04°00'00" W 139.53 feet to the Point of Beginning. Said parcel contains 66,258 square feet or 1.52 acres. Bearings based on GPS Observation, Mississippi State Plane Grid, convergence angle of -0.130449 and scale factor of 0.999960 per survey by Gary A. Durbin, P.L.S. dated: September 14, 2016.

PROPOSED LEGAL DESCRIPTION
LOT 2-B-5a

A parcel of land located in and being a part of Lot 2, Intraplex 10, Phase 2, (Subdivision Plat Book 37, Page 13), Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at an iron rod found at the Southeast corner of Lot 2, Intraplex 10, Phase 2, Plat Book 37, Page 13, thence S 87°06'12" W 527.26 feet to an iron rod found, thence N 04°00'00" E 659.73 feet to an iron rod found and the Point of Beginning, thence N 80°16'00" W 424.56 feet to an iron rod set on the East margin of Corporate Drive, thence Northerly along a curve concave to the East, having a radius of 2244.28 feet for a distance of 20.00 feet, having a chord bearing of N 10°14'28" E for a chord distance of 20.00 feet to an iron rod set, thence Northerly along a curve concave to the East having a radius of 1516.75 feet from a distance of 97.94 feet, having a chord bearing of N 12°28'07" E for a chord distance of 97.92 feet to an iron rod set, thence S 75°04'11" E 415.55 feet to an iron rod set, thence S 04°00'00" W 60.47 feet to the Point of Beginning. Said parcel contains 33,151 square feet or 0.76 acres. Bearings based on GPS Observation, Mississippi State Plane Grid, convergence angle of -0.130449 and scale factor of 0.999960 per survey by Gary A. Durbin, P.L.S. dated: September 14, 2016.

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:



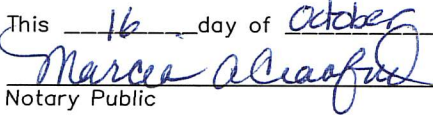
Bill Lavers, Executive Director,
Harrison County Development Commission

This 16 day of October, 2019.

ACKNOWLEDGE

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

This 16 day of October, 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



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

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: November 7, 2019

Re: Final Plat 1910PC116, by agent Brown, Mitchell & Alexander Inc, between tax parcels 1008M-04-006.000 and 1008M-04-003.002, Final Plat approval of a 3-lot subdivision (Gulfport Promenade), Lorraine Rd, Zoned B-2 (General business), Ward 6

Planning Commission recommendation: To approve applicant request with conditions

Motion: Mr. Elliott

Second: Mr. Daigle

KEITH WILLIAMS	– Chairman
HAROLD SPANN	– Absent
COLETTE TOWLES	– Absent
VIRGINIA ADOLPH	– 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:

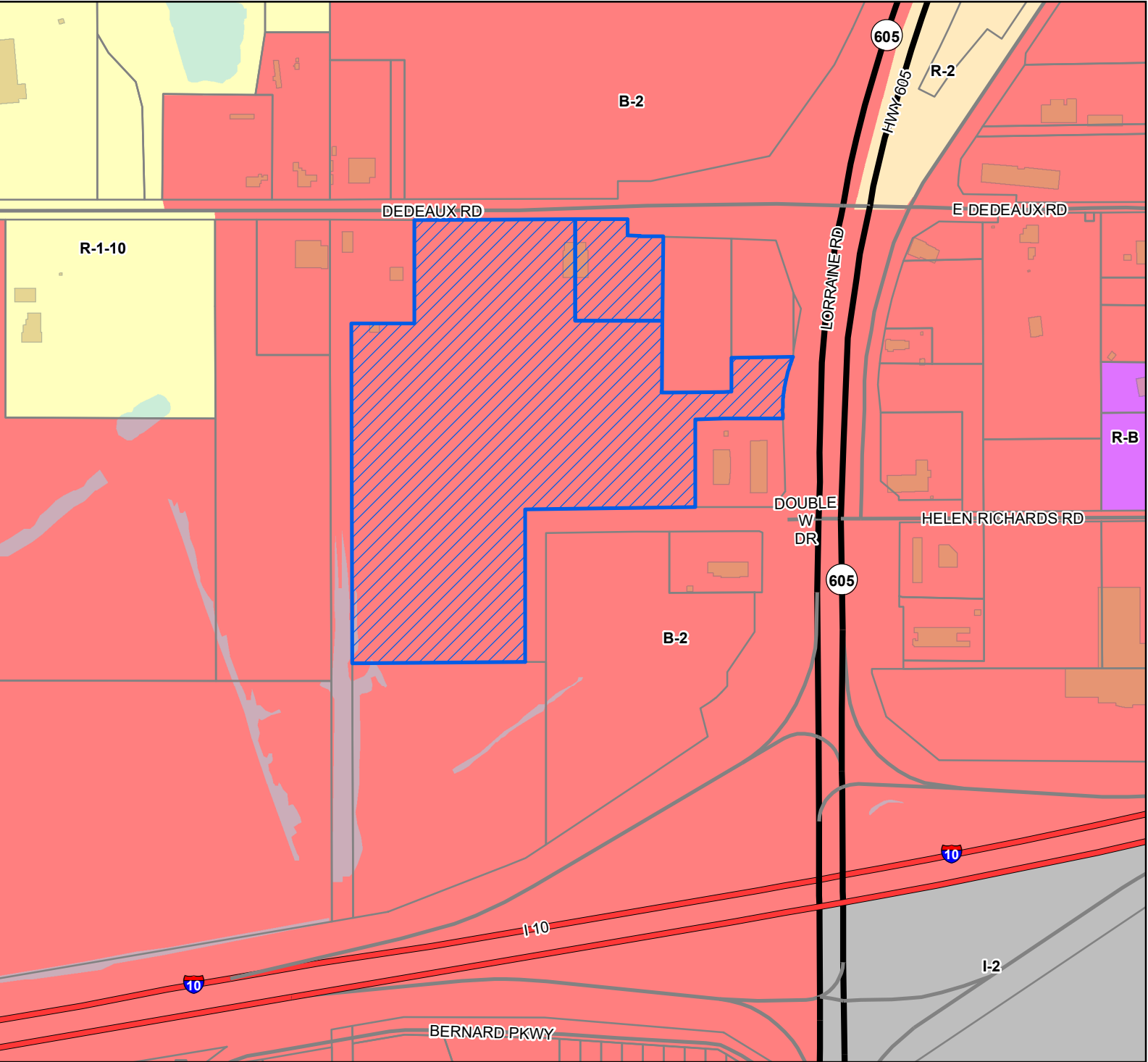
1. Nick Gant
2. Monte Luffey

Speaking against the Petition:

1. Vic Dehon
2. Robert Weinmann

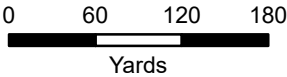
On October 24, 2019, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for November 19, 2019.



- Site
- Interstate Highway
- US or State Highway
- Street
- Parcels
- Buildings
- Zoning**
 - B-2 - General Business District
 - I-2 - Heavy Industry District
 - R-1-10 - Single Family Residence (Low Density)
 - R-2 - Single Family Residence District (Medium Density)
 - R-B - Residence-Business District
 - Water Features

Site Information
1008M-04-003.002
1008M-04-006.000
Zoning: B-2 (General business)
Size: 1.75 acres
Flood: X



1 inch = 400 feet



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

Technical Report

Final Plat (Gulfport Promenade)

GENERAL INFORMATION

Case File Number: 1910PC116

Hearing Date: October 24, 2019

Current Zoning/Use: B-2 / Commercial in development

Legal: Final Plat 1910PC116, by agent Brown, Mitchell & Alexander Inc, between tax parcels 1008M-04-006.000 and 1008M-04-003.002, Final Plat approval of a 3-lot subdivision (Gulfport Promenade), Lorraine Rd, Zoned B-2 (General business), Ward 6

TECHNICAL DETAILS

The applicant is requesting final approval of a 3-lot commercial subdivision, Gulfport Promenade, containing approximately 20.5 acres. Each lot is as follows: Lot 1 is to be 6.309 acres, Lot 2 is to be 8.837 acres, and Lot 3 to be 5.379 acres. Finally, the applicant has chosen not to include protective covenants for the subdivision.

In addition, the subdivision will include the platting of two roads: Carmax Way and Northpark Drive. The 490-foot east-west run of Northpark Drive and the 485-foot Carmax Way are completing construction and are pending inspection by engineering. As for the 789-foot north-south run of Northpark Drive, it is currently unimproved and has only been added to the recent modification of general plan to be heard under other business of this meeting, case number 1502PC010. Details for its construction are permitted by Building Code Services but have not been included within the General Plan.

Any approval should consider these conditions:

1. Engineering approval pending final inspection and comments.
2. Approval of Engineering and any subsequent punch list before City Council approval.
3. As built must be provided before City Council approval.
4. Required bond or bonds must be received before City Council approval.
5. Two sets of Mylars and one set of linens are required before approval by City Council.
6. Must meet all City of Gulfport Ordinances and current Building Codes.
7. 1-story metal building must be removed from Northpark Drive ROW at developer's expense
8. All water, sewer, and drainage issues must be coordinated with Public Works.
9. Provide disc with .pdf and .dwg files of edge of pavement and all utilities including water, sewer and drainage features that correlate with the most recent version of the final plat.

DEPARTMENTAL CONDITIONS

Engineering:

Comments pending final inspection. 21 Oct 2019.

Public Works:

Conditions: 1-story metal building must be removed from Northpark Drive ROW at developer's expense. All water, sewer, and drainage issues must be coordinated with PW. Memo dated 21 Oct 2019.

Traffic and Safety:

No conditions. Memo dated 18 Oct 2019.

Technical Report

Final Plat
(Gulfport Promenade)

Building Code Services:

Conditions: Must meet all City of Gulfport Ordinances and current Building Codes. Memo dated 3 Oct 2019.

GIS:

Please include: a .pdf and .dwg of edge of pavement, plus all utilities including water, sewer and draining features. Memo date 10 Oct 2019.

Police Department:

No conditions. Memo dated 18 Oct 2019.

Fire Department:

No conditions. Memo dated 7 Oct 2019.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



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

APPLICATION FOR FINAL PLAT

Property Information

TAX PARCEL #	1	0	0	8	M	-	0	4	-	0	0	6	●	0	0	0
	1	0	0	8	M	-	0	4	-	0	0	3	●	0	0	2
						-			-				●			

(If necessary, use separate sheet of paper)

For Staff Use Only

Case File #: 1910PC 116Date Received: 8-9-19Receipt #: 001691Received By: TL as per Admin

Zoning: _____

Ward: _____ Flood: _____

Size: _____

Address of Property Involved: _____

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

General Location: Southwest corner of intersection of Dedeaux Road and Highway 605

GENERAL DESCRIPTION OF REQUEST:

FINAL PLAT APPROVAL OF ROWWAY.

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

DDR Gulfport Promenade, LLC

Printed Name Of Owner
3300 Enterprise Parkway

Mailing Address
Beachwood Ohio 44122

City State Zip code
646-868-4742 John Cattonar

Home Phone Work/Cell Phone
jcattonar@sitecenters.com

Email

Signature Of Owner

Nicholas Gant

Printed Name Of Agent
796 Howard Avenue

Mailing Address
Biloxi Mississippi 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.

GULFPORT PROMENADE

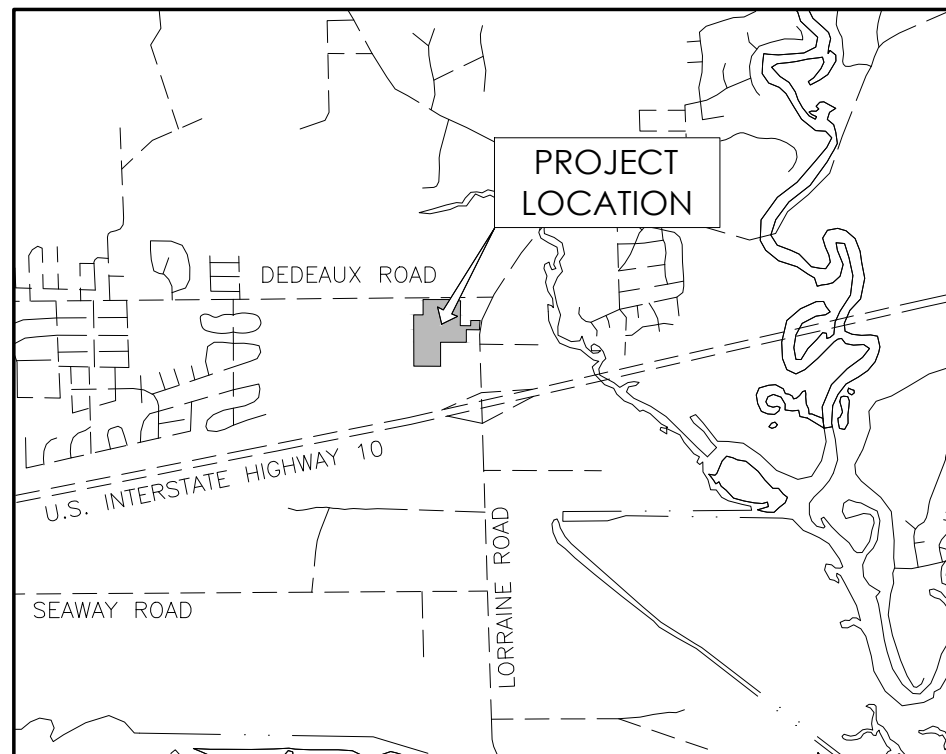
A SUBDIVISION LOCATED IN SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI

BOUNDARY DESCRIPTION:

A parcel of land situated and being located in the NW 1/4 of the SW 1/4 of Section 7, Township 7 South, Range 10 West, City of Gulfport, First Judicial District of Harrison County, Mississippi; and being more particularly described as follows:

Commence at a Magnetic Nail found at the northwest corner of the SW 1/4 of said Section 7; thence S 00°26'16" E 30.00 feet along the west line of the SW 1/4 of said Section 7 to a Magnetic Nail found on the south margin of Dedeaux Road; thence N 89°50'36" E 240.00 feet along the south margin of Dedeaux Road to a Magnetic Nail found and the Point Of Beginning, said point also being the northeast corner of property now or formerly to United Gas Pipe Line Company, W.D. Book 418, Pages 461-462, (said Point Of Beginning having grid coordinates N.345417.66 and E.920707.24 based on the Mississippi State Plane Coordinate System, East Zone (2301), NAD 83 (U.S. feet), coordinates and courses herein are grid values based on said coordinate system using a scale factor of 0.999954626 with a convergence angle of -00°06'07.90665" (at the Point Of Beginning)); thence S 89°55'39" E 276.17 feet along the south right-of-way of Dedeaux Road to an iron rod set; thence N 89°57'02" E 207.25 feet along said south right-of-way to a 1/2" iron rod found; thence N 89°56'53" E 129.57 feet along said south right-of-way to a 1/2" iron rod found; thence S 00°04'37" E 19.06 feet to a concrete monument found; thence S 87°52'16" E 103.18 feet to a 1/2" iron rod found on the west boundary of property now or formerly to Stock LLC per Instrument No. 2006-7000-D-J1; thence S 00°42'06" W 475.39 feet along said west boundary to a 1/2" iron rod found at the southwest corner of said property; thence S 89°43'06" E 199.88 feet along the south boundary of said property to a 1/2" iron rod found at the southeast corner of said property; thence N 00°53'02" E 99.49 feet to a 1/2" iron rod found at the southwest corner of property now or formerly to Stock LLC, Instrument No. 2005-12873-D-J1, said corner also being the northwest corner of Lot 20, Block 1, Lorraine Village, per an unofficial subdivision plat/sketch recorded in Warranty Deed Book 395 at Page 481, on file in the office of the Chancery Clerk, First Judicial District of Harrison County, Mississippi; thence S 89°36'47" E 176.67 feet along the south line of said property to a 1/2" iron rod found on the existing West right-of-way of State Highway 605 (formerly Lorraine Road); thence southerly 176.17 feet along a curve of said right-of-way, said curve being concave to the east, having a central angle of 02°27'31", with a radius of 4,105.51 feet, said curve also having a chord bearing and distance of S 03°09'25" W 176.16 feet to a 1/2" iron rod found at the northeast corner of property now or formerly to 11207 Lorraine Road LLC, Harrison County Instrument No. 2014-7288-D-J1; thence N 89°15'51" W 250.08 feet along the north boundary of said property to a 1/2" iron rod found at the northwest corner of said property; thence S 00°31'25" W 243.65 feet along the west boundary of said property to a 1/2" iron rod set on the existing north right-of-way of North Park Drive; thence N 89°46'50" W 490.48 feet along said existing north right-of-way to a 1/2" iron rod set; thence S 00°13'05" W 458.50 feet to a 1/2" iron rod set; thence N 89°46'39" W 509.53 feet to a 1/2" iron rod set at the northwest corner of property now or formerly to Carmax Auto Superstores Inc., Instrument No. 2017-6302-D-J1; thence northerly and easterly along portions of the east and south boundaries of said property now or formerly to United Gas Pipe Line Company per Deed Book 418, Pages 461-462, the following three courses; N 00°09'08" W 980.15 feet to a Magnetic Nail found, S 89°47'14" E 179.25 feet to a Magnetic Nail found, N 00°15'30" W 292.49 feet to the said Point Of Beginning.

Said parcel of land contains 978,963 square feet or 22.474 acres, more or less.



VICINITY MAP
(N.T.S.)

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.

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 GULFPORT PROMENADE 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

OWNER'S DEDICATION

This is to certify that DDR GULFPORT PROMENADE, LLC, is the owner of record of the tract of land described herein, and hereby declares this to be the official plat of GULFPORT PROMENADE and further dedicates the streets and easements as shown hereon to the City of Gulfport forever.

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

DDR GULFPORT PROMENADE, LLC

By:

JOHN CATTONAR, Manager/Member

ACKNOWLEDGMENT

State of Mississippi
County of Harrison

Personally appeared before me, the undersigned authority, in and for the aforesaid county and state, JOHN CATTONAR, Manager/Member, of DDR GULFPORT PROMENADE, 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 GULFPORT PROMENADE 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.

BILLY HEWES, MAYOR

F.B. "RUSTY" WALKER, IV,
COUNCIL PRESIDENT

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

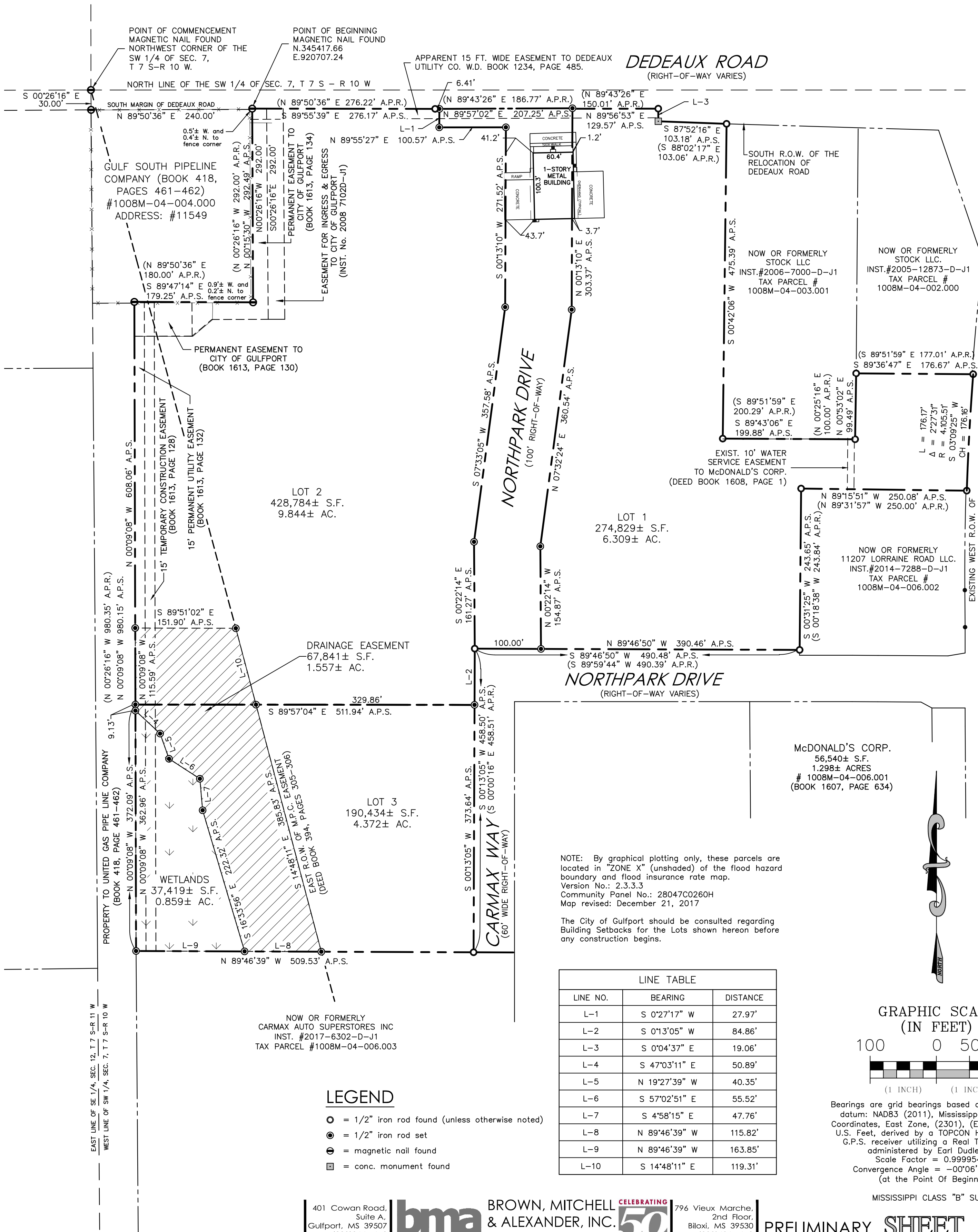
CELEBRATING
50
YEARS

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

PRELIMINARY SHEET 1 OF 2

GULFPORT PROMENADE

A SUBDIVISION LOCATED IN SECTION 7, TOWNSHIP 7 SOUTH, RANGE 10 WEST,
CITY OF GULFPORT, FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, MISSISSIPPI



STATE HIGHWAY 605 (LORRAINE ROAD)
(RIGHT-OF-WAY VARIES)

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L-1	S 0°27'17" W	27.97'
L-2	S 0°13'05" W	84.86'
L-3	S 0°04'37" E	19.06'
L-4	S 47°03'11" E	50.89'
L-5	N 19°27'39" W	40.35'
L-6	S 57°02'51" E	55.52'
L-7	S 4°58'15" E	47.76'
L-8	N 89°46'39" W	115.82'
L-9	N 89°46'39" W	163.85'
L-10	S 14°48'11" E	119.31'

LEGEND

- = 1/2" iron rod found (unless otherwise noted)
- = 1/2" iron rod set
- ⊙ = magnetic nail found
- = conc. monument found

RE: Final Plat 1910PC116, by agent Brown, Mitchell & Alexander Inc, between tax parcels 1008M-04-006.000 and 1008M-04-003.002, Final Plat approval of a 3-lot subdivision (Gulfport Promenade), Lorraine Rd, Zoned B-2 (General business), 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, October 24, 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, October 24, 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			DDR GULFPORT PROMENADE LLC (Owner)	3300 ENTERPRISE PARKWAY	BEACHWOOD	OH	44122
			Brown, Mitchell, & Alexander, Inc C/O Nick Gant (Agent)	796 Howard Ave	Biloxi	MS	39530
Adjacent Property Owners							
Y	15270	0908P-01-008.000	LONDONDERRY FINANCIAL LLC	329 LOVERS LANE	OCEAN SPRINGS	MS	39564
Y	49426	1008M-04-006.000	DDR GULFPORT PROMENADE LLC	3300 ENTERPRISE PARKWAY	BEACHWOOD	OH	44122
Y	49429	1008M-04-002.000	STOCK LLC C/O MERWYN PEARSON	14014 MADISON CIRCLE	OMAHA	NB	68137
Y	53910	1008M-01-008.000	RICHARD GARY	11036 SHORECREST RD	BILOXI	MS	39532
Y	53912	1008M-01-009.000	HIGHWAY DEVELOPMENT CO INC	4450 OLD CANTON RD STE 203	JACKSON	MS	39211
Y	53913	1008M-01-010.000	CLARK OIL COMPANY INC	720 STATION ST	WAYNESBORO	MS	39367
Y	57948	0908P-01-001.000	SMITH D C	29400 DESMAL SMITH RD	PERKINSTON	MS	39573
N	77688	1008L-01-002.000	DDR GULFPORT PROMENADE LLC	3300 ENTERPRISE PARKWAY	BEACHWOOD	OH	44122
Y	77944	1008M-04-003.000	MS INTERSTATE PROPERTIES LLC ATTN: ROBERT WEINMA	435 E PASS RD	GULFPORT	MS	39507
Y	77952	1008M-04-004.000	GULF SOUTH PIPELINE COMPANY LP ATTN: DAVID HARDES	P O BOX 20008	OWENSBORO	KY	42304
Y	82619	1008L-01-003.000	BOYETTE PROPERTIES LLC	11548 DEDEAUX RD	GULFPORT	MS	39503
N	96302	1008L-01-003.001	BOYETTE PROPERTIES LLC	11548 DEDEAUX RD	GULFPORT	MS	39503
N	103381	1008M-04-003.001	STOCK LLC	14014 MADISON CIR	OMAHA	NE	68137
N	106771	1008M-04-003.002	DDR GULFPORT PROMENADE LLC C/O DEVELOPERS DIVER	S 3300 ENTERPRISE PKWY	BEACHWOOD	OH	44122
Y	110683	0908P-01-001.001	GULFPORT CITY OF	2309 15TH ST	GULFPORT	MS	39502
Y	112292	1008M-04-010.000	MISS DEPT OF TRANSPORTATION C/O RIGHT OF WAY DIVIS	P O BOX 1850	JACKSON	MS	39215
Y	122748	1008M-01-008.001	WHITWORTH CAROL -TRUSTEE- ETAL C/O WHITWORTH SC	1840 NE 118TH AVE	PORTLAND	OR	97220
Y	123197	1008M-04-006.001	MCDONALD'S REAL ESTATE COMPANY	6520 SUNPLEX DRIVE	OCEAN SPRINGS	MS	39564
Y	125572	1008M-04-006.002	11207 LORRAINE ROAD LLC	431 PORT TERMINAL CIRCLE	VICKSBURG	MS	39183
Y	144030	1008M-04-006.003	CARMAX AUTO SUPERSTORES INC	12800 TUCKAHOE CREEK PARKWAY	RICHMOND	VA	23238

**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, October 24, 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.

1. Final Plat 1910PC116:

Final Plat 1910PC116, by agent Brown, Mitchell & Alexander Inc, between tax parcels 1008M-04-006.000 and 1008M-04-003.002, Final Plat approval of a 3-lot subdivision (Gulfport Promenade), Lorraine Rd, Zoned B-2 (General business), Ward 6

2. Planning Commission Approval 1910PC118:

Planning Commission Approval 1910PC118, by agent Kevin Hall, Request a small cell tower, Factory Shops Blvd, Lat 30.427515, Long - 89.098048, Zoned B-4 (Highway Business), Ward 3

3. Planning Commission Approval 1910PC119:

Planning Commission Approval 1910PC119, by agent Kevin Hall, Request a small cell tower, Factory Shops Blvd, Lat 30.427353, Long - 89.100817, Zoned B-4 (Highway Business), Ward 3

4. Planning Commission Approval 1910PC120:

Planning Commission Approval 1910PC120, by agent Kevin Hall, Request a small cell tower, Factory Shops Blvd, Lat 30.427365, Long - 89.099103, Zoned B-4 (Highway Business), Ward 3

5. Planning Commission Approval 1910PC121:

Planning Commission Approval 1910PC121, by agent Kevin Hall, Request a small cell tower, Factory Shops Blvd, Lat 30.427584, Long - 89.096631, Zoned B-4 (Highway Business), Ward 3

6. Resubdivision 1910PC124:

Resubdivision 1910PC124, by agent Heinrich & Associates, tax parcel 1010F-02-015.000, Divide into two new parcels, 1215 Pine St, Zoned T3 (Sub-Urban zone), Ward 4

7. Planning Commission Approval 1910PC129:

Planning Commission Approval 1910PC129, by agent Doug Hanson, tax parcel 0808F-02-022.000, Requests home occupation for mobile windshield repair, 12083 Essex Pl, Zoned R-1-10 (Single-family), Ward 7

8. Planning Commission Approval 1910PC130:

Planning Commission Approval 1910PC130, by owner Jelicia Mallory, tax parcel 0808F-01-001.083, Request for home occupation for online retail store, 12212 Emily Cv, Zoned R-1-10 (Single-family), Ward 7

9. Resubdivision 1911PC134:

Resubdivision 1911PC134, by owner Sonzie J. McInnis, tax parcels 0810F-05-028.000, 0810F-05-029.000, Divide into two new parcels, 4110 Arkansas Ave, Zoned B-4 (Highway Business), Ward 3

This the 3rd day of October 2019
Keith Williams, Chairman
City of Gulfport Planning Commission

CITY OF GULFPORT PLANNING COMMISSION

1910PC116

TRANSCRIPT OF HEARING

October 24, 2019

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 24TH DAY OF OCTOBER 2019
COMMENCING AT 4:30 P.M. AND REPORTED BY
NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

COMMISSION MEMBERS PRESENT:

KEITH WILLIAMS, President
WILLIAM "PRINCE" JONES
VIRGINIA ADOLPH
B.J. SELLERS
BRANDON ELLIOTT
CHARLIE HEWES
JOHN ANTHONY
TIMOTHY DAIGLE, JR.
DOUG HANCOCK

STAFF PRESENT:

GREG HOLMES
MATILDA WELCH
CORY LONG

1 1. Final Plat 1910PC116

2 MR. LONG: Final Plat 1910PC116 has been duly
3 and timely noticed as required by law. The applicant
4 requests approval of a three lot subdivision Gulfport
5 Promenade, Lorraine Road, zoned B-2, Ward 6. A copy of the
6 packet considered is hereby offered to the record.

7 MR. WILLIAMS: Thank you, sir.

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

10 MR. GANT: My name is Nick Gant, Brown
11 Mitchell & Alexander, authorized agent on behalf of the
12 developer, here to answer any questions you may have about
13 the packet.

14 MR. WILLIAMS: Commissioners, you've had a
15 chance to review the packet. Any questions right now?

16 MR. HEWES: Mr. Gant, just a question, and
17 maybe it needs to be addressed to Mr. Holmes.

18 We received something from the subdivision
19 inspection checklist from the Department of Engineering.
20 I'm sure you've probably seen it. There are a handful of
21 things that are marked no on there that have not been
22 satisfied.

23 MR. GANT: That's correct.

24 MR. HEWES: Do we have any updates on that,
25 Greg?

1 MR. GANT: So a few of the items -- I don't
2 have that exact list right in front of me -- but they are
3 continually working to address those items.

4 I know one of the punch list items that
5 engineering is most concerned about was there's a low spot
6 in the road that's holding water. The paving contractor has
7 come back out, cut that patch out, and fixed that crown in
8 the road to make it drain better.

9 As mentioned, the other items, they are
10 continually working on them.

11 MR. HEWES: Thank you.

12 MR. WILLIAMS: Any other questions,
13 commissioners?

14 If something comes up, we'll bring you back
15 up. Thank you. Appreciate it.

16 Anyone else here to speak for this request?

17 Anyone here tonight wish to speak against
18 this request?

19 MR. WYMAN: Good afternoon. Robert Wyman,
20 435 East Pass Road, here in Gulfport.

21 I'm the owner and the dealer for Champion
22 Chrysler Dodge Jeep Ram. And as y'all probably know,
23 because you're some of our customers, we've been here and
24 been part of the fabric of the community for decades now.
25 Gulfport is our home, and we're really proud of that.

1 The area we're talking about by this map, the
2 plat, has never been developed. And, in fact, wasn't going
3 to be developed. But through our persistence over the
4 years, we were able to convince the current owner to
5 actually break up the property and sell us a portion of it
6 so we could relocate our dealership and build a new
7 facility.

8 That effort and our acquisition of this site
9 actually kicked off which is now the beginning of a major
10 redevelopment or development for the city. And that's
11 awesome because that area is one of only three intersections
12 on the interstate, and it was idle, and that brings business
13 here.

14 The developer then used our presence to bring
15 two other major tenants into the area, which is great. If
16 you've been out to the site you can see it's underway.

17 Additionally to all of this, Champion has
18 been a major financial contributor, not only to build the
19 road, but part of that redevelopment. So without question,
20 were it not for us changing, this development of the site
21 would not have taken place and be underway at this time.

22 So what you have before you is a request for
23 the naming of the roads in and out of the site. Originally,
24 our understanding with the developer was that the east-west
25 road, which was Helen Richards, would be renamed as Champion

1 Drive. We were actually very proud of that. And throughout
2 this whole process, our conversations with the planning
3 department also verified that understanding.

4 So recently, by this application, we learn
5 that the developer now proposes a more all-inclusive name
6 for that east-west road which would be North Park Drive. We
7 can understand that. It's okay.

8 What we cannot understand, though, is the
9 naming of the other road which borders our property as Car
10 Max Way.

11 As you know, Car Max is a direct competitor
12 of ours. To put this in perspective, from our perspective,
13 Champion, we are investing upwards of \$12 million to build a
14 new facility here. We contributed over \$300,000 under a
15 joint agreement with the developer for Car Max to build
16 these roads, so a huge financial stake in this.

17 We have over 450 feet of frontage along this
18 new road, not just the east-west, but the north-south road.

19 So what we're asking simply is that that
20 north-south road be also named something more inclusive,
21 all-inclusive, for all of us, rather than named after a
22 business for which our company is a direct competitor.

23 And I appreciate your time.

24 MR. WILLIAMS: All right. Commissioners, any
25 questions while we've got him here?

1 MR. ANTHONY: My question would be: Has any
2 communization with you and the current developers of that
3 property between the two parties?

4 MR. WYMAN: Yes. We found out about this
5 about a week ago. And I got a number of emails to them.
6 They are non-responsive.

7 So, you know, we're really frustrated by
8 that. I don't know how -- I don't know why they're doing
9 what they're doing. But, you know, we have -- there's a
10 tri-party agreement between all three of us to build the
11 road to put in, paid for it. We've had additional things
12 we're going to do. We put money up for that. We've
13 cooperated with them in developing the road. They even park
14 on our property. They can access through the site to get to
15 their facility to do all this. We said no problem. And
16 honestly do not understand why they're doing this.

17 MR. ANTHONY: Beside the conflict with the
18 name, how will it impact your business, would you say from a
19 financial standpoint?

20 MR. WYMAN: Well, I don't know what business
21 you're in, but do you want to tell somebody drive down Car
22 Max Road to get to your -- one of your competitors' roads to
23 get to your facility? That's just nonsensical. And we have
24 two entrances into our property, one of which will be on
25 that. And I have 450 feet of frontage on this road, and

1 they have 40 feet, and they think it's their driveway
2 through right down next to our property.

3 It's kind of humiliating. And it's really
4 honestly hurtful because we cooperated with these guys
5 through this entire process. They could pick any other name
6 that would be good for all of us. But why they're doing
7 this, I don't know.

8 So if they choose another name, that would be
9 great.

10 Thank you.

11 MR. WILLIAMS: Thank you.

12 MR. SELLERS: You just answered my question.
13 I want to make it very clear that you're saying you don't
14 want -- you're not going to say you want to be Champion Way
15 or Champion Road, you just want it not Car Max Road,
16 inclusive name for everybody that's there.

17 MR. WYMAN: Right. And we had an
18 understanding early on it would be Champion Drive on the
19 front, and now they're developing the whole site, and
20 they're starting to see the bigger picture which they
21 couldn't do before we came in and bought our site, and
22 that's okay. North Park Drive is fine with us.

23 But to name the other road Car Max Way, I
24 mean, honestly that is really hurtful. I mean, they can
25 name it any other, you know, Automall Drive or Dealership

1 Road or Lane, it doesn't matter, but something that's more
2 inclusive for all of us.

3 You know, other businesses are going to be on
4 that road, too, so why it has to be Car Max Way really?

5 MR. SELLERS: Thank you.

6 MR. JONES: I have a question for Greg.

7 MR. WILLIAMS: Sure, Coach.

8 MR. JONES: Just say they're going to name
9 that road Car Max Road, where do the city -- do the city
10 play a part in that or giving them the leeway or y'all
11 question them? You know, sometime when they turn in names
12 for roads, they don't approve them. What's your take on
13 that?

14 MR. HOLMES: Usually require the developer to
15 submit the list of names to us. And all we're going to do
16 is check through our E-911 rating and make sure there's no
17 type of conflict where we're going to put ourselves in
18 ().

19 Other than that, we () there's very
20 minor things. You know, the city's position, I'm not going
21 to tell you what to name the road. I'm just going to make
22 sure there's no conflict. When you call 911, I want them to
23 be sure they can find you. That's all I care about.

24 MR. WILLIAMS: Great question, Coach.

25 Anything else?

1 All right, thank you. If something else
2 comes up, we'll bring you back up here if we need you.
3 Appreciate it.

4 MR. WYMAN: Thank you.

5 MR. WILLIAMS: Anyone else here to speak
6 against the request?

7 MR. DEHON: I'm the operator, Vic Dehon, and
8 I appreciate the time. I just want to, on behalf of being
9 the operator and all of our employees, we're definitely in
10 opposition to naming it Car Max.

11 MR. WILLIAMS: It's good you got on record
12 because if this goes to the City Council or anything else,
13 if you're on the record, you get a chance to speak there,
14 too. So appreciate it.

15 All right. Anyone else here to speak against
16 the request?

17 Commissioners, any other questions?
18 Obviously, this is the final plat. I can certainly see the
19 concern of the business that they've got so much frontage on
20 Car Max Way or whatever they're calling it. As Greg said,
21 the city is determined that with 911 or duplication of
22 streets for that purpose, there's really not a conflict
23 here. But, you know, in the harmony of that development out
24 there, because it is a big development, I sure do wish
25 something could be worked out.

1 So comments or questions?

2 MR. HANCOCK: Could we get the gentleman from
3 Brown Mitchell & Alexander to come up and just maybe give an
4 explanation. He said he tried to contact them, and they
5 wouldn't return his calls.

6 MR. WILLIAMS: Certainly, that would be very
7 good.

8 MR. GANT: So from my standpoint, as the
9 engineer, not necessarily being real estate developer, I've
10 tried to kind of stay out of this part of it. I'm here to
11 make sure that from an engineering city standpoint, our
12 boxes are checked of what we need to ensure that the
13 development meets city standards. And that's why I'm here
14 to speak on behalf of that.

15 I can't speak on behalf of them contacting
16 the developer. I'm not, like I say, I can't --

17 MR. WILLIAMS: All right.

18 MR. SELLERS: There is no one representing
19 the developer here besides -- is that correct?

20 MR. WILLIAMS: Mr. Luffy, do you have some
21 input you can give us on this maybe?

22 MR. LUFFY: Well, I was sitting here kind of
23 relaxing. I'm really unprepared. What I was told is this
24 could hold up a potential sale down the road if this isn't
25 approved right now. And I don't see any reason why you guys

1 couldn't approve it and they negotiate something after final
2 plat and just do a name change on the road. That would be
3 my only thing.

4 And I'm really speaking kind of off the cuff.
5 But that would be -- I knew that would potentially hold up a
6 sale.

7 MR. WILLIAMS: Okay. And just for
8 clarification, you represent the developer or --

9 MR. LUFFY: Our firm has represented the
10 developer for the last, I don't know, five or six years, and
11 we were part of the sale to change () sale to Car Max
12 and we'll be part of the sale to next few people. So that's
13 our involvement.

14 MR. DAIGLE: I have one question for you,
15 sir.

16 The inspection checklist says that this is
17 public infrastructure improvements for Car Max development.
18 Are we not talking about the entire with Champion, as well?
19 Or is this strictly -- because it's referred to here as the
20 Car Max development.

21 MR. LUFFY: I'm not sure what you're looking
22 at, sir.

23 MR. DAIGLE: This applies to this?

24 MR. WILLIAMS: Greg, have you got an answer
25 for that on what we looked at on this inspection report that

1 we received?

2 MR. HOLMES: This is an inspection list as it
3 came from Brown & Mitchell and came to the planning
4 department. This is technically not a () the Council
5 finalizes it.

6 Right now, (). But until it gets
7 formalized and goes through you guys recommend it, until
8 after it's approved, there's no formal street name,
9 obviously. That's probably miscommunication between Brown &
10 Mitchell and the (). Other than that, it's a
11 location.

12 MR. GANT: That was a separate set of plans
13 just for this infrastructure improvement that included the
14 extension road, the road down to the Car Max development,
15 and then the unimproved right-of-way up to Dedeaux Road, the
16 plan set name of that development or for that set of plans
17 was -- excuse me -- the public infrastructure improvements
18 for Car Max development. That's why it's referenced on
19 there because that was the name of the plan.

20 MR. WILLIAMS: That's kind of why I said we
21 need clarity as I think it's referenced on --

22 MR. GANT: Correct. Of what project we're
23 talking about, it is that project.

24 MR. WILLIAMS: Good clarification.

25 MR. ANTHONY: Just for me, for clarification.

1 As you said, there's no road there, so what
2 we have on the technical details is just something to
3 identify it right now how it's listed as Car Max Way and
4 North Park Drive, but that could be changed at any time by
5 discretion of the property owner?

6 MR. HOLMES: Well, the biggest thing is ()
7 the planning department, so that road name, it could be
8 changed before it goes to Council, it could be changed after
9 it goes to Council. There's still time for those two men to
10 sit down and go change this out. The biggest thing we got
11 in front of us is just the plat. The names and that can be
12 worked out. We got time on that.

13 MR. HANCOCK: So to ask another question or
14 to ask it another way, I guess. We're not approving
15 something that includes the name of the road that he's
16 talking about.

17 MR. HOLMES: Yes, you are. But Council has
18 the final approval, and it's going to be a while before it
19 goes to Council. So there's time that they can negotiate
20 and possibly come to some kind of agreement and then correct
21 it before it goes to Council.

22 MR. HEWES: Greg, question for you on these.
23 Just to clarify amongst the other questions. We are voting
24 on approval of the final engineering plat that happens to
25 have road names on it. Can we approve this with the road

1 names to be negotiated between now and next meeting of City
2 Council?

3 MR. HOLMES: I think that's well within your
4 power, yes, sir.

5 MS. ADOLPH: As a condition?

6 MR. HEWES: As a condition.

7 MS. ADOLPH: As a condition, okay.

8 MR. HEWES: Thank you.

9 MR. WILLIAMS: I think that gives everybody
10 time. I think that's a perfect way of doing it. A lot of
11 times we get these final plats and won't necessarily have
12 any issues here. So I think all of us are sensitive to
13 this. I thought it was a little unusual because you've got
14 an east-west and north-south, you know, North Park Road, and
15 then halfway down the North Park Road, it changes the name.
16 So I think some consistency would be best to get it worked
17 out. But I think that's an excellent way of getting it
18 done.

19 Any other questions, comments, commissioners?

20 MR. DAIGLE: Are we just to them or are we --

21 MR. WILLIAMS: No, we're too far away. We
22 can do a motion if we want. You can ask the staff anything.

23 MR. DAIGLE: I'd like to ask Greg. You know,
24 I know you said that paving and the concrete here it says
25 it's acceptable and it's check marked no. You said that all

1 that had been fixed.

2 MR. GANT: So that inspection was held on
3 Monday, the 21st. So on Tuesday, they went back out and cut
4 that section of asphalt out and put it back down.
5 Engineering I believe is at a () Association conference
6 Monday through Friday this week. So they were unable to
7 schedule in coming back out and giving any kind of update to
8 that checklist. But we will get them back out to reinspect
9 and check all those punch list items.

10 MR. DAIGLE: So we can make that another
11 condition of our approval?

12 MR. WILLIAMS: Yeah. I think if we get to a
13 motion where we want to go to approving or denying, but if
14 we go to approve, I would say that we do it with the name
15 being worked out between the parties and the inspection
16 checklist items indicated as not completed be completed
17 prior to resolution.

18 MR. DAIGLE: Absolutely.

19 MR. WILLIAMS: Again, a little bit of timing
20 here getting it in front of us. As y'all know, Greg usually
21 protects us and doesn't have it come to us before we get all
22 this done, but willing to work with the developer as well as
23 the engineer so he can get an approval even if it is a
24 subject to approval.

25 MR. ELLIOTT: Offer a motion. Motion to

1 approve final plat Case 1910PC116 subject to the engineering
2 signing off on their punch list item, and the reconciliation
3 of the road naming between the developer and the adjacent
4 business.

5 MR. DAIGLE: Second.

6 MR. WILLIAMS: Okay. We've got a motion to
7 approve with those two conditions. Any further discussion,
8 commissioners?

9 MR. SELLERS: Well, there's actually nine
10 conditions listed on the report under technical details. If
11 we could maybe include that as part of the motion, all nine
12 of those conditions.

13 MR. WILLIAMS: So all nine of those could be
14 done. If we're going to add something to the motion, we
15 need the person that seconded it to agree to that, that we
16 indicate it as the nine.

17 MR. DAIGLE: I agree.

18 MR. WILLIAMS: I'm sorry. The person making
19 the motion, you're okay with that?

20 MR. ELLIOTT: Yes.

21 MR. WILLIAMS: That's fine. So we now have a
22 motion to approve the case with the nine items on the
23 effective checklist being resolved and the two parties
24 working out the issue with the naming of the road to the
25 best of their ability.

1 Any further discussion?

2 MR. HANCOCK: There weren't nine items on the
3 second checklist. I think it was nine conditions what
4 you're talking about.

5 MR. SELLERS: Conditions, yes, that's
6 correct.

7 MR. WILLIAMS: Nine total conditions. All
8 right. Because of my misspeaking that, we'll go back to we
9 will have a motion to approve with the nine conditions as
10 stated in our package and the naming of the road to be
11 worked out between all parties.

12 Are you okay with that on the second?

13 MR. DAIGLE: Yes.

14 MR. WILLIAMS: On the first?

15 MR. ELLIOTT: Yes.

16 MR. WILLIAMS: I screwed up, so I had to go
17 through that again. So anyway, my fault, y'all.

18 Everybody know where we are now? We're going
19 to approve this thing, we're going to get the name of the
20 road worked out to everybody's benefit, and we're going to
21 have the nine conditions straightened out. Does that work?
22 All right. Thank you all.

23 All those in favor signify by saying aye.
24 Any opposed?

25 (Unanimous.)

1 MR. WILLIAMS: Good deal. Thank you all.
2 Appreciate the information.
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1 BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2
3 1910PC116
4
5

6 COURT REPORTER'S CERTIFICATE
7

8 I, Norma Jean Ladner Soroe, Certified Shorthand
9 Reporter, do hereby certify that to the best of my skill and
10 ability I have reported the hearing held before the City of
11 Gulfport Planning Commission and that the foregoing 18 pages
12 constitute a true and correct transcription of said hearing
13 held on the 24th day of October 2019.

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

19 Witness my signature this the 31st day of October
20 2019.
21
22

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

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

AN ORDER BY THE GULFPORT CITY COUNCIL, PURSUANT TO MISS. CODE ANN. §17-21-5(2), (REV. 2003, AS AMENDED), AUTHORIZING AN EXEMPTION FROM MUNICIPAL AD VALOREM TAXES, EXCLUDING SCHOOL DISTRICT TAXES, BASED ON THE INCREASE IN ASSESSED VALUE FOR QUALIFYING CAPITAL IMPROVEMENT INVESTMENTS IN QUALIFYING STRUCTURES IN THE DESIGNATED REDEVELOPMENT DISTRICT, SOUTH OF THE CSX RAILROAD TRACKS EXTENDING FROM THE WESTERN CITY BOUNDARY TO THE EASTERN CITY BOUNDARY OF THE NEWLY CONSTRUCTED STRUCTURE LOCATED AT 615 FOURNIER AVENUE, GULFPORT, MISSISSIPPI, IN THE FIRST JUDICIAL DISTRICT OF HARRISON COUNTY, AND IDENTIFIED AS PARCEL NUMBER 07110-04-102.000

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

WHEREAS, on December 2, 2014, pursuant to this authority, and for the purposes of promoting restoration, revitalization, and preservation in the southern most portion of the City, ravaged by Hurricane

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

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

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

and

WHEREAS, Thomas R. Taylor and Sharon Hammer, owners of the property located at 615 Fournier Avenue, Gulfport, Mississippi, in the First Judicial District of Harrison County, and identified as Parcel Number 0711O-04-102.000, have completed the construction of a new residence by and through Thornhill Construction, and have requested, through written application, abatement of the Municipal ad valorem taxes for the increase in assessed value caused by renovation and improvements to the building, which application and supporting documentation is attached hereto collectively as **Exhibit “A”**; and

WHEREAS, Article III, Section 3.3 of Ordinance No. 2805 establishes the procedure for calculating the increase in assessed value qualifying for tax exemption as the “assessed value of the improvements (if any) on the parcel for the year prior to the renovation, restoration, or new construction being completed and assessed, and subtracting that from the assessed value of the improvements completed and assessed on the parcel for the then current year (after completion and re-assessment) and the tax rate applicable to the land, and the assessed value of the land for any individual year shall not be affected by the exemption of the increased value of improvements”; and

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

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

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

SECTION 2. That, pursuant to Miss. Code Ann. §17-21-5(2) (Rev. 2003, as amended), the Governing Authority hereby finds that the “construction, renovation, or improvements” to the structure at 615 Fournier Avenue, Gulfport, Mississippi, in the First Judicial District of Harrison County, and which property is identified as Parcel Number 0711O-04-102.000, were done for the “promotion of business, commerce or industry in the designated. . . redevelopment district.”

SECTION 3. That the Owners of the above referenced property, Thomas R. Taylor and Sharon Hammer, have presented proof of ownership and eligibility to the City of Gulfport, and have submitted an application, attached hereto as **Exhibit “A”**, requesting municipal tax abatement on the increase of the assessed value of the structure, including supporting documentation to show construction work performed on the structure in the amount of Two Hundred Seventy-Two Thousand and 00/100 Dollars (\$272,000.00) for the new residence and have requested abatement of the Municipal ad valorem taxes for the increase in the assessed value of the property.

SECTION 4. That the increase in assessed value of the property, once determined by Harrison County Tax Assessor shall be presented to the Governing Authority by the Economic Development Department, and after recordation in the Official Minutes, the Municipal ad valorem taxes assessed for

the increase in value should be and hereby is approved for abatement for a period of seven (7) consecutive years, contingent on final approval from the Harrison County Tax Assessor and joinder of the builder in the application and submission of costs of construction.

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

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

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

AYES

NAYS

ABSENT/ABSTAIN

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR



May 3, 2019

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

**ECONOMIC
DEVELOPMENT**

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

City Hall
2309 15th St.
Gulfport, MS 39501

RE: Tax Abatement qualification for Thomas R. Taylor and Sharon Hammer

Dear Administration and City Council:

On behalf of the Economic Development Department, I want to verify that Thomas R. Taylor and Sharon Hammer have met all qualifications and processes for the Hwy. 90 Tax Abatement at their new home at 615 Fournier Avenue, Gulfport, MS and recommend full abatement of taxes on the assessed value of the improvements to the building/structure for the maximum statutory allowable period of seven years. All necessary fees and applications are received and attached.

Sincerely,

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

David L. Parker, CEcD
Economic Development Director

**APPLICATION FOR ABATEMENT OF MUNICIPAL AD VALOREM TAXES
UNDER ORDINANCE NO. 2805**

Property Owner/Applicant Information

Name/s (as found on vesting deed): THOMAS R. TAYLOR

SILVIA H. HAMMER

Mailing Address: 615 FOUNTAIN AVE GULFPORT, MS 39501

Telephone Number: 251-462-0120

E-mail Address: tommyt17@ATT.NET

Name, mailing address, phone number and e-mail address for the primary contact for this application (if different from above): SAME AS ABOVE

Property and Project Information

Street Address: 615 FOUNTAIN AVE.

Tax Parcel Number: 0716-04-102.000

Is this a renovation project? (Yes or No): _____

Is this a new construction project (Yes or No): _____

Amount expended on renovation or new construction: 272,000

Date of Certificate of Occupancy (as issued by the City): 4-5-2019

Please attach the following documents:

- ✓ 1. If Owner/Applicant is a corporate entity, a resolution from that corporate entity authorizing the application and identifying the Owner/Applicant's representative for purposes of the application.
- ✓ 2. A copy of the deed conveying the property to the property owner/applicant.
- ✓ 3. Information documenting the most recent property assessment (may be obtained from the Harrison County Tax Assessor's office or via the county's website).
4. Documentation of construction cost (copy of construction contract, project financial summary with payment documentation, or similar documentation which satisfies the City as to the construction cost). Construction costs shall not include the purchase of the property or any costs associated with the sale or purchase of the property.
- ✓ 5. Copy of Certificate of Occupancy issued by the City of Gulfport.
6. Check for \$250.00, payable to the City of Gulfport (Application Fee).

By executing this application, the undersigned acknowledges that the above information and information or documentation submitted with this Application for Abatement of Municipal Ad Valorem Taxes under Ordinance No. 2805 is true, correct and complete, to the best of my knowledge. The undersigned further acknowledges that the Applicant has read and understands the Ordinance 2805 (as amended) and the General Information concerning the municipal ad valorem tax abatement available under Ordinance 2805.

Sharon L. Taylor
Applicant/Applicant's representative

4-23-2019
Date

Sharon Hammer
Applicant/Applicant's representative

4-23-2019
Date

Applicant/Applicant's representative

Date

Applicant/Applicant's representative

Date

Applicant/Applicant's representative

Date

Taxpayers Duty - Check receipts and see that all property is included.

State of Mississippi Real Property

Harrison
DAVID V. LAROSA, SR.
POST OFFICE BOX 1270
GULFPORT MS 39502
Paid by: CHAVERS, DENNIS

Drawer: 1
User: ACE
Paid: Credit

TAYLOR THOMAS R
Tax Year 2018

DR: 2011-0005237-D-J1 08/17/2011-WD
LOTS 1 TO 3 INC BLK 8 ISLAND VIEW
ISLAND VIEW

PPIN 30796-00 Receipt # 1859598 Date: 03/19/2019

Tax District 3G JD 1 Total Acres Forest Acres

Parcel Number 07110-04-102.000
PROP ADDR: 615 FOURNIER AVE Sec. Twn. Rng.
08 08 11

FOLD
True Assessed Class 1 Value Class 2 Value Total Value

190424 1034 NAS GCDSP455A

FOLD

Type of Tax	Millage	Gross Tax Amount	Regular Homestead	Special Exemption	Net Tax
COUNTY	36.4200	134.28			134.28
CITY	34.0000	125.36			125.36
SCHOOL	64.8500	239.10			239.10
ACCOUNT PAID IN FULL		Total Tax Due			\$498.74

TAYLOR THOMAS R
10445 PATRICK AVE
GRAND BAY, AL 36541

Received by:

Tax Amount Paid \$498.74
Penalty Paid 9.98
Printer Fee Paid
Excess Bid Paid
Total Paid this Receipt 508.72
Other Tax Payments
Grand Total Paid 508.72

DECLARATION OF ACCEPTANCE

Property Address: 615 Fournier Avenue
Gulfport, MS 39501

All warranties and statements, expressed or implied, as to property condition, financing terms, and all representations of all parties, including seller, purchaser, and cooperating brokers, contained in the Contract for Sale and Purchase of Real Estate and signed by Dennis Chavers (Seller) and Thomas R. Taylor and Sharon Hammer (Purchaser) on the property located 615 Fournier Avenue, Gulfport, MS 39501 have been complied with to our satisfaction.

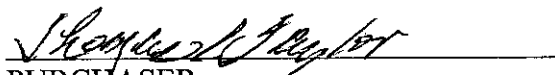
We, the undersigned, do hereby declare that without any reservations we hereby accept the property as to the condition of the house, other improvements, fixtures, and equipment, decoration, suitability and readiness for use as our home, as well as financing terms, and all other representations of purchasers and sellers and cooperating brokers, and any other statements or representations contained in the contract or any addendum attached hereto.

We do further declare that the consideration paid therefor is fair and reasonable and acceptable to us, and that we understand that market conditions change, and that property values therefor change, and that we release Sellers, Seller's Agents and any Broker in this transaction from any responsibility resulting from changes in market conditions.

We understand that with the acceptance of the Deed, the Seller will have no further responsibility or liability for any repairs to the property, and hold harmless the cooperating brokers for any representations, both expressed and implied, in the aforementioned contract or in any other form, not thus merged in the Deed.


PURCHASER


SELLER


PURCHASER

SELLER

PURCHASER

SELLER

PURCHASER

SELLER

April 5, 2019
DATE

April 5, 2019
DATE

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB Approval No. 2502-0265



B. Type of Loan			
1. ☐ FHA 2. ☐ RHS 3. ☐ Conv. Unins.		6. File Number 190442	7. Loan Number N/A
4. ☐ VA 5. ☐ Conv. Ins.		8. Mortgage Insurance Case Number N/A	
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.			
D. Name and Address of Borrower THOMAS R. TAYLOR SHARON HAMMER 10445 PATRICK AVENUE GRAND BAY, AL 36541		E. Name and Address of Seller DENNIS CHAVERS 12790 PLEASANT RIDGE WALKER, LA 70785	
F. Name and Address of Lender CASH			
G. Property Location 615 FOURNIER AVENUE GULFPORT, MS 39501 LOTS 1-3, INCLUSIVE, BLK 8, I SLAND VIEW ADDITION TO GULFPORT, HARRISON COUNTY, 1ST JD, MS		H. Settlement Agent SCHWARTZ, ORGLER & JORDAN, PLLC 12206 Highway 49, Gulfport, MS. 39503	
		I. Settlement Date 04/05/19 DD: 04/05/19	
J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	270,000.00	401. Contract sales price	270,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	489.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes	to	406. City/town taxes	to
107. County taxes	to	407. County taxes	to
108. Assessments	to	408. Assessments	to
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	270,489.00	420. GROSS AMOUNT DUE TO SELLER	270,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT TO SELLER	
201. Deposit or earnest money	20,000.00	501. Excess Deposit (see instructions)	20,000.00
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	8,613.70
203. Existing loan(s) taken subject to		503. Existing loans taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes	to	510. City/town taxes	to
211. County taxes	01/01/19 to 04/05/19 129.81	511. County taxes	01/01/19 to 04/05/19 129.81
212. Assessments	to	512. Assessments	to
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY / FOR BORROWER	20,129.81	520. TOTAL REDUCTION AMOUNT DUE SELLER	28,743.51
300. CASH AT SETTLEMENT FROM OR TO BORROWER		600. CASH AT SETTLEMENT TO OR FROM SELLER	
301. Gross amount due from borrower (line 120)	270,489.00	601. Gross amount due to seller (line 420)	270,000.00
302. Less amounts paid by/for borrower (line 220)	20,129.81	602. Less reduction amount due to seller (line 520)	28,743.51
303. CASH FROM BORROWER	250,359.19	603. CASH TO SELLER	241,256.49

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. The Contract Sales Price described on Line 401 above constitutes the Gross Proceeds of this transaction.

SELLER INSTRUCTIONS: To determine if you have to report the sale or exchange of your primary residence on your tax return, see the Schedule D (Form 1040) instructions. If the real estate was not your primary residence, complete the applicable parts of Form 4797, Form 8252, and for Schedule D (Form 1040).

You are required by law to provide the settlement agent with your correct taxpayer identification number. If you do not provide your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

DENNIS CHAVERS

TIN#

New Construction Subterranean Termite Service Record

OMB Approval No. 2502-0525 (exp. 05/30/2018)

This form is completed by the licensed Pest Control Company. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 24 CFR 200.926d(b)(3) requires that the sites for HUD insured structures must be free of termite hazards. This information collection requires the builder to certify that an authorized Pest Control company performed all required treatment for termites, and that the builder guarantees the treated area against infestation for one year. Builders, pest control companies, mortgage lenders, homebuyers, and HUD as a record of treatment for specific homes will use the information collected. The information is not considered confidential, therefore, no assurance of confidentiality is provided.

This report is submitted for informational purposes to the builder on proposed (new) construction cases when treatment for prevention of subterranean termite infestation is specified by the builder, architect, or required by the lender, architect, FHA, or VA.

All contracts for services are between the Pest Control company and builder, unless stated otherwise.

Section 1: General Information (Pest Control Company Information)

Company Name: Double M Pest Control
Company Address P.O. Box 6054 City Diamondhead State MS Zip 39525
Company Business License No. 2450 / 30827 Company Phone No. (228) 255-9954
FHA/VA Case No. (if any)

Section 2: Builder Information

Company Name Thornhill Const. Phone No.

Section 3: Property Information

Location of Structure (s) Treated (Street Address or Legal Description, City, State and Zip) 615 Fournier St. Gulfport, MS

Section 4: Service Information

Date(s) of Service(s) 1-10-19

Type of Construction (More than one box may be checked) [X] Slab [] Basement [] Crawl [] Other

Check all that apply:

[X] A. Soil Applied Liquid Termiticide
Brand Name of Termiticide: Bifen XTS EPA Registration No. 53882-189
Approx. Dilution (%): .06 Approx. Total Gallons Mix Applied: 405 Treatment completed on exterior: [] Yes [X] No
[] B. Wood Applied Liquid Termiticide
Brand Name of Termiticide: EPA Registration No.
Approx. Dilution (%): Approx. Total Gallons Mix Applied:
[] C. Bait system Installed
Name of System EPA Registration No. Number of Stations installed
D. Physical Barrier System Installed
Name of System Attach installation information (required)

Service Agreement Available? (Yes) No
Note: Some state laws require service agreements to be issued. This form does not preempt state law.

Attachments (List)
Comments

Name of Applicator(s) Darrin Mauffray Certification No. (if required by State law) 30827

The applicator has used a product in accordance with the product label and state requirements. All materials and methods used comply with state and federal regulations.

Authorized Signature Date 1-10-19

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

STANDARD SUBTERRANEAN TERMITE PRE-TREATMENT CONTRACT

THIS CONTRACT DOES NOT PROVIDE FOR THE REPAIR OR REPLACEMENT OF DAMAGE

This contract made this the 10th day of January, 2019 at Gulfport, Mississippi by and between Thornhill Const. hereunto duly authorized pest control operator licensed under the Mississippi laws and regulations governing Pest Control Operators, and DOUBLE M PEST CONTROL CO. whose address being P.O. BOX 6054, DIAMONDHEAD, MS 39525. In consideration of the sum of \$_____ plus tax \$_____ for a total of \$ per invoice to be paid as follows: _____ The pest control operator does hereby agree to treat the construction area(s) described herein.

I. TREATMENT SPECIFICATIONS

This contract provided for the treatment of Subterranean Termites. Work performed under this contract shall comply with all of the rules and regulations of the Mississippi Department of Agriculture and Commerce, Bureau of Plant Industry.

The property to be treated under this contract is known as:

615 Fournier St. Gulfport _____
Street or Lot Number Town County

and will be the following, type construction: Monolithic Slab ☐ Suspended Slab ☒ Floating Slab ☐ Crawl ☐ Basement ☐ Other ☐

The building or buildings to be constructed on the above property are more specifically described as follows:

Diagram showing construction dimensions and outline of work to be carried out are on back of this contract. Exterior perimeter treatment will be completed within twelve months. The property described above shall be treated with:

Chemical used Bifen XTS Percent Concentration .06 Total Volume 405 gallons

II. GUARANTEE

In fulfilling the condition of this contract (Pest Control Operator) DOUBLE M PEST CONTROL CO. agrees to pre-treat soil and/or gravel after site preparation is completed as required by the label of the termiticide used, and to control subterranean termites for a period of one (1) year from the effective date of this contract; and, to make an initial inspection within thirty days of the anniversary date of the initial treatment at no additional cost and to perform any additional treatment as may be necessary, also at no additional cost, provided there has been no change to the structure or conditions of the structure as originally treated. Pest control operator does not guarantee to repair damage occurring while contract is in force due to active subterranean termites. Activity will be confirmed by Bureau of Plant Industry.

The purchaser warrants full cooperation with the pest control operator during the life of this contract, and agrees to maintain the area treated free from any factor contributing to an infestation, such as wood, trash, lumber or direct wood soil contact on the area treated. Purchaser agrees not to make any alterations or additions to the structure without notifying the pest control operator for proper treatment to be performed and agrees to eliminate faulty plumbing, leaks and dampness from drains, condensation or leaks from the roof or otherwise into, onto or under said area treated. At no time will damage caused to any portion of the structure, even by an active infestation, be the responsibility of the pest control operator in areas where any of the conditions described in this paragraph exist.

III. RENEWAL/CANCELLATION

This contract may be continued and the price will be \$ 125.⁰⁰ plus tax \$_____ for total of \$_____ per year payable a year in advance for four (4) additional years. At the end of the fifth (5) year, the renewal fee may be re-negotiated. Upon renewal of this agreement the pest control operator agrees to inspect said property no less than once annually and to do any retreatment work required at no further cost to the purchaser provided there has been no change by the purchaser or anyone else to the structure or the conditions of the structure as originally treated.

After the fifth year, either party shall have the right upon the anniversary date of this contract to cancel this agreement in its entirety by written notification thirty (30) days prior to the anniversary date. This notice shall be delivered or mailed to the address of the owner shown in this contract or the last known address of the owner.

IV. LIABILITY

The obligation of the pest control operator under this contract is conditioned upon payment in full of the contract price as set forth above and failure to pay the same in full shall cancel this contract in its entirety and discharge the pest control operator of any, and all liability and any amount paid shall become the property of the pest control operator as liquidated damages hereunder, unless the Bureau of Plant Industry determines the pest control operator has failed to treat according to the applicable rules and regulations. Liability of the pest control operator is limited to the life of the contract and any renewal thereof.

The pest control operator agrees to exercise due care in applying treatment in order to avoid damage to shrubs and vegetation around the structure but under no circumstances or conditions shall the pest control operator be responsible for damage involved in this job or stains or discoloration to any part of the structure except those resulting from negligence on the part of the pest control operator.

V. ARBITRATION

The purchaser and the pest control operator agree that any controversy or claim between them arising out of or relating to this agreement shall be settled exclusively by arbitration. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules then in force of the American Arbitration Association. The decision of the arbitrator shall be a final and binding resolution of the disagreement which may be entered as a judgment by any court of competent jurisdiction. Neither party shall sue the other where the basis of the suit is this agreement other than for enforcement of the arbitrator's decision. In no event shall either party be liable to the other for indirect, special or consequential damages or loss of anticipated profits.

ACCEPTED BY: Signature of Applicator [Signature] Date 1-10-19
Signature of License or Permit Holder [Signature] Date 1-10-19
License or Permit 30827
Signature of requesting Party _____ Date _____

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

This Certificate issued pursuant to the requirements of the International Residential Code 2018 Edition certifying that at the time of issuance this structure was in compliance with the various ordinances of the Jurisdiction regulating building construction or use. For the following:

Use Classification SF DWELLING

Occupancy Classification RESIDENTIAL

Building Permit Number 201802374

Group R3 Type Construction VB

Fire District ☐ Yes ☒ No

Owner of Bldg. DENNIS CHAVERS

Owner's Mailing Address 12790 PLEASANT RIDGE

Owner's City, State, Zip WALKER, LA 70785

Building Address 615 FOURNIER AVENUE

Date: 04/17/2019


Building Official
(BC)

SCANNED



J. Jordan 1st Judicial District
Instrument 2019 2077 D - J1
Filed/Recorded 4/ 8/2019 02:55 P
Total Fees \$ 14.00
2 Pages Recorded

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

File#190442

Indexing Instructions:
Lots 1, 2 & 3, Blk 8, Island View
Addition, Harrison County, 1st JD, MS

REVIEWED

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

WARRANTY DEED

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

**DENNIS CHAVERS, a married man
12790 PLEASANT RIDGE
WALKER, LA 70785
(225) 978-1424**

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

**THOMAS R. TAYLOR, an unmarried man and
SHARON HAMMER, an unmarried woman
as joint tenants with full rights of survivorship and not as tenants in common
10445 PATRICK AVENUE
GRAND BAY, AL 36541
(251) 463-0120**

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

Lots One (1), Two (2) and Three (3), Block Eight (8), ISLAND VIEW ADDITION to the City of Gulfport, a subdivision according to the official map or plat thereof on file and of record in the Office of the Chancery Clerk of the First Judicial District of Harrison County, Mississippi, in Plat Book 5 at Page 1 (Copy Book 3 at Page 180) thereof, reference to which is hereby made in aid of and as a part of this description.

The Grantor hereby covenants that the property described herein does not constitute as a part of his homestead, nor is it contiguous thereto.

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

gas and minerals by previous owners of subject property.

Estimated county ad valorem taxes have been prorated between the parties as a part of the consideration for this conveyance. In the event the estimates upon which such proration is based prove to be inaccurate for any reason, the Grantee agrees to refund any excess, and the Grantor agrees to pay any deficiency, upon receipt of a copy of the tax statement for the current year and a computation of the true amount due, based on a 365 day year.

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

WITNESS THE SIGNATURE of the Grantor on this the 5th day of April, 2019.

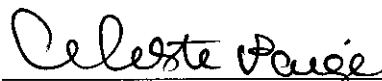


DENNIS CHAVERS

STATE OF MISSISSIPPI
COUNTY OF HARRISON

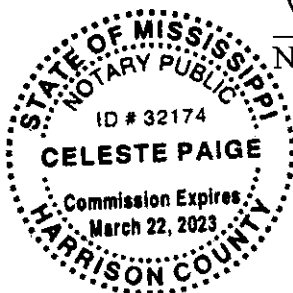
THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, **DENNIS CHAVERS, a married man**, who acknowledged that he signed, executed and delivered the above and foregoing instrument as a voluntary act and deed on the day and year therein mentioned.

GIVEN under my hand and official seal on this the 5th day of April, 2019.



NOTARY PUBLIC

My Commission Expires:



NOTICE TO PURCHASERS

CONGRATULATIONS!!! YOUR DEED HAS BEEN REGISTERED IN HARRISON COUNTY, MISSISSIPPI.

You should do the following things immediately to protect your property:

1. Be sure to pay your taxes each year, even if it is assessed in another name. The first year after acquiring your property, it may still be assessed in someone else's name. **Property taxes are due every January.** Remember, the first year you own your property, the tax bill will still be in the name of the former owner, as of January 1 of the previous year. If your mortgage is not paying your taxes through an escrow account and you do not get a tax bill, contact the **Harrison County Tax Collector's office** about possible taxes owed.
2. You may qualify for Homestead Exemption if you are living on the property. This would give you a substantial reduction on your taxes. You must apply for this between January 1 and April 1 of the upcoming year in the **Harrison County Tax Assessor's office**. Contact the Harrison County Tax Assessor's office to obtain information on what is required for applying for Homestead Exemption.

The following offices will be happy to assist you with questions that you may have concerning your property.

COUNTY OFFICES

GULFPORT OFFICE

BILOXI OFFICE

Harrison County Tax Collector

(228) 865-4039

(228) 435-8241

Harrison County Tax Assessor

(228) 865-4043

(228) 435-8264

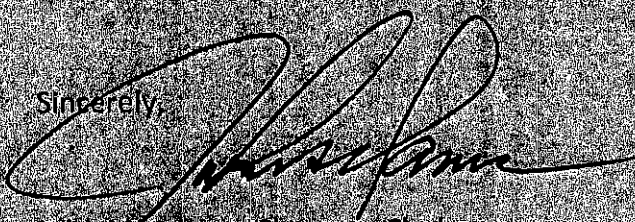
Harrison County Chancery Clerk

(228) 865-4032

(228) 435-8220

Thank you for doing business with Harrison County, Mississippi, it is always a pleasure to serve the citizens of the Mississippi Gulf Coast.

Sincerely,



John McAdams, Chancery Clerk

Harrison County, Mississippi

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: November 6, 2019

Ref: Term Contract Group C2A – Culvert and Ram Neck Piping

Contract Period 01/01/2020 thru 12-31-2020

Renewable Period 01/01/2021 thru 12/31/2021

I have reviewed the bids received on the above referenced group and recommend acceptance of the lowest and best bid as submitted by Design Precast & Pipe and Southern Pipe & Supply as designated by the highlighted columns on attached spreadsheet.

Thank you for your consideration.

Group C2A - Culvert and Ram Neck Piping

Contract Period 01-01-2020 through 12-31-2020

Renewable Option 01-01-2021 through 12-31-2021

	Design Precast and Pipe	Coburn Supply, Inc.	Southern Pipe & Supply
Section I - Ram Neck,Gasket Only			
Cut Length			
1. 1 x 2'5"	No bid	No bid	No bid
2. 1 1/2" x 3'5"	No bid	No bid	No bid
3. 1 3/4" x 3'5"	No bid	No bid	No bid
Section II - Round Concrete Pipe,ASTM C-76, Class III, w/Rubber Gasket			
Diameter			
1. 15" per foot	\$11.20	No bid	No bid
2. 18" per foot	\$15.36	No bid	No bid
3. 24" per foot	\$23.44	No bid	No bid
4. 30" per foot	\$33.84	No bid	No bid
5. 36" per foot	\$44.00	No Bid	No Bid
6. 42" per foot	\$54.88	No Bid	No Bid
7. 48" per foot	\$69.36	No Bid	No Bid
8. 54" per foot	\$85.44	No Bid	No Bid
9. 60" per foot	\$103.60	No bid	No bid
Section III - Concrete Arch, ASTM C-506, Class III, w/Preformed Mastic			
Diameter			
1. 18 x 11	\$ 16.92	No Bid	No Bid
2. 22 x 13	\$ 20.97	No Bid	No Bid
3. 29 x 18	\$ 29.25	No Bid	No Bid
4. 36 x 23	\$ 35.28	No Bid	No Bid
5. 44 x 27	\$ 48.33	No Bid	No Bid

Group C2A - Culvert and Ram Neck Piping

Contract Period 01-01-2020 through 12-31-2020

Renewable Option 01-01-2021 through 12-31-2021

		Design Precast and Pipe	Coburn Supply, Inc.	Southern Pipe & Supply
6. 51 x 31		\$ 62.64	No Bid	No Bid
7. 58 x 36		\$ 79.65	No Bid	No Bid
8. 65 x 40		\$ 97.11	No Bid	No Bid
Concrete Flared End Sections				
1. 18"	round each	\$338.00	No Bid	No Bid
	arch each	\$388.00	No Bid	No Bid
2. 24"	round each	\$488.00	No Bid	No Bid
	arch each	\$538.00	No Bid	No Bid
3. 30"	round each	\$675.00	No Bid	No Bid
	arch each	\$725.00	No Bid	No Bid
4. 36"	round each	\$938.00	No Bid	No Bid
	arch each	\$988.00	No Bid	No Bid
5. 42"	round each	\$1,305.00	No Bid	No Bid
	arch each	\$1,355.00	No Bid	No Bid
6. 48"	round each	\$1,425.00	No Bid	No Bid
	arch each	\$1,475.00	No Bid	No Bid
7. 54"	round each	\$1,508.00	No Bid	No Bid
	arch each	\$1,558.00	No Bid	No Bid
8. 60"	round each	\$2,800.00	No Bid	No Bid
	arch each	\$2,850.00	No Bid	No Bid
Section IV - HDPE Pipe Water Tight (Bell End) Connection, Smooth Interior				
1. 15"	per lineal foot	No bid	\$ 8.11	\$ 8.11
2. 18"	per lineal foot	No bid	\$ 10.66	\$ 10.66
3. 24"	per lineal foot	No bid	\$ 17.97	\$ 17.97
4. 30"	per lineal foot	No bid	\$ 26.12	\$ 26.12
5. 36"	per lineal foot	No bid	\$ 32.58	\$ 32.58

Group C2A - Culvert and Ram Neck Piping				
Contract Period 01-01-2020 through 12-31-2020				
Renewable Option 01-01-2021 through 12-31-2021				
		Design Precast and Pipe	Coburn Supply, Inc.	Southern Pipe & Supply
6. 42"	per lineal foot	No bid	\$ 42.18	\$ 42.18
7. 48"	per lineal foot	No bid	\$ 53.16	\$ 53.16
8. 60"	per lineal foot	No bid	\$ 91.55	\$ 91.55
Section V - Nyloplast or Equal, PVC Drain Basins with Lockable Cast Iron Grates				
1. 15"	per lineal foot	No bid	\$ 738.71	\$ 738.71
2. 18"	per lineal foot	No bid	\$ 856.99	\$ 856.99
3. 24"	per lineal foot	No bid	\$ 1,060.21	\$ 1,060.21
4. 30"	per lineal foot	No bid	\$ 1,675.27	\$ 1,675.27
Section VI - HDPE Pipe Perforated Sock Pipe – 20' Sections - Price per section				
Diameter				
1. 4" Flexible	(100 ft.roll)	No bid	\$ 42.00	\$ 54.00
2. 4" Rigid		No bid	\$ 124.00	\$ 24.80
3. 6" Rigid		No bid	\$ 252.00	\$ 50.40
4. 8" Rigid		No bid	\$ 412.00	\$ 82.40
5. 10" Rigid		No bid	\$ 548.00	\$ 109.60
6. 12" Rigid		No bid	\$ 658.00	\$ 131.60
7. 15" Rigid		No bid	\$ 897.00	\$ 179.40
8. 18" Rigid		No bid	\$ 1,196.00	\$ 239.20
9. 24" Rigid		No bid	\$ 1,965.00	\$ 393.00
Section VII - HDPE Pipe, 20' Sections				
Diameter				
1. 15"	Flared End	No bid	\$ 153.28	\$ 153.28
2. 18"	Flared End	No bid	\$ 205.91	\$ 205.91
3. 24"	Flared End	No bid	\$ 264.24	\$ 264.24

Group C2A - Culvert and Ram Neck Piping**Contract Period 01-01-2020 through 12-31-2020****Renewable Option 01-01-2021 through 12-31-2021**

	Design Precast and Pipe	Coburn Supply, Inc.	Southern Pipe & Supply
Section VIII - HDPE Perforated Sock Pipe, Flexible - 100 ft. Roll			
1. 4" Perforated Under-Drain sock pipe	No Bid	\$ 54.00	\$ 54.00
2. 6" Perforated Under-Drain sock pipe	No Bid	\$ 120.00	\$ 120.00

Design Precast & Pipe, Inc.
P. O.Box 2401
Gulfport, MS 39505
228-831-5833 - phone
228-831-2791 - fax
rgregory@designprecast.com;

Southern Pipe & Supply
2202 34th Street
Gulfport, MS 39501
228-863-2025 - phone
228-863-1729 - fax
edboykin@southernpipe.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 AWARDED BID FOR “TERM CONTRACT GROUP C2A – CULVERT AND RAM NECK PIPING, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND DESIGN PRECAST & PIPE, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group C2A – Culvert and Ram Neck Piping) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and three (3) bids were received on the commodity noted above, with DESIGN PRECAST & PIPE, INC. of Gulfport, Mississippi, being the low bidder for those items noted on the bid tabulation sheet under the DESIGN PRECAST & PIPE, INC. name and shaded in gray, as referenced in the Memorandum of Connie Debenport, CPPB, Purchasing Manager, and tabulation sheet which is attached hereto as Exhibit “A”; and

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

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

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

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

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 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 (Group C2A – Culvert and Ram Neck Piping)
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 DESIGN PRECAST & PIPE, INC. (hereinafter called SUPPLIER).

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

Article I. Commodities.

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

Article II. Contract Times.

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

This Contract will be effective for the period January 1, 2020 thru December 31, 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 January 1, 2020.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

DESIGN PRECAST & PIPE, INC.

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDED BID FOR “TERM CONTRACT GROUP C2A – CULVERT AND RAM NECK PIPING, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND SOUTHERN PIPE & SUPPLY, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group C2A – Culvert and Ram Neck Piping) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and three (3) bids were received on the commodity noted above, with SOUTHERN PIPE & SUPPLY COMPANY, INC., of Gulfport, Mississippi, being the low bidder for those items noted on the bid tabulation sheet under the SOUTHERN PIPE & SUPPLY, INC. name and shaded in gray, as referenced in the Memorandum of Connie Debenport, CPPB, Purchasing Manager, and tabulation sheet which is attached hereto as Exhibit “A”; and

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

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

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

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

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 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 (Group C2A – Culvert and Ram Neck Piping)
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 SOUTHERN PIPE & SUPPLY COMPANY, INC. (hereinafter called SUPPLIER).

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

Article I. Commodities.

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

Article II. Contract Times.

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

This Contract will be effective for the period January 1, 2020 thru December 31, 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 January 1, 2020.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

SOUTHERN PIPE & SUPPLY COMPANY,
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 Debenport, CPPB

Date: November 7, 2019

Ref: Term Contract Group J – Ductile or Cast Iron Grates & Frames
Contract Period 01/01/2020 thru 12-31-2020
Renewable Period 01/01/2021 thru 12/31/2021

I have reviewed the bids received on the above referenced group and recommend acceptance of the lowest and best bid as submitted by Ferguson Waterworks as designated by the highlighted columns on attached spreadsheet.

Thank you for your consideration.

Group J Ductile or Cast Iron Grates & Frames**Contract Period 01-01-20 through 12-31-20****Renewable Option 01-01-21 through 12-31-21**

I. Ductile or Cast Iron Grates & Frames		Consolidated Pipe & Supply	Southern Pipe & Supply	Coburn Supply	Ferguson Waterworks
1	Standard 26" grate w/frame w/24" clearing opening w/city lettering EJIW - V-5624	\$325.00	\$320.00	\$336.55	\$ 305.00
2	Standard 26" grate only w/city lettering EJIW - V-5624	\$182.00	\$178.00	\$190.25	\$ 172.80
3	Standard 24" Grate w/Frame w/22" clearing opening w/city lettering EJIW - V-5724	\$139.00	\$132.00	\$139.76	\$ 128.00
4	Standard 24" grate only w/city lettering EJIW - V- 5724-4	\$84.00	\$79.00	\$84.37	\$ 78.00
5	ADA Compliant 26" grate w/frame w/24" clear opening EJIW - V-5624-80	\$325.00	\$320.00	\$331.76	\$ 305.00
6	ADA Compliant 26" grate only EJIW - V-5624-80	\$215.00	\$205.00	\$216.65	\$ 199.00
II. Ductile or Cast Iron Sanitary Sewer & Storm Manhole Frames & Covers					
1	Standard 26" manhole frame w/cover w/4" Rise & 24" clear opening w/City Logo EJIW - 1046 (labeled SANITARY SEWER) EJIW - 1046 (labeled STORM)	 \$295.00 \$295.00	 \$285.00 \$285.00	 \$295.17 \$295.17	 \$ 513.00 \$ 513.00
2	Standard 26" manhole frame w/cover w/7" Rise & 24" clear openign w/City Logo EJIW - 1045 (labeled SANITARY SEWER) EJIW - 1045 (labeled STORM)	 \$304.00 \$304.00	 NO BID NO BID	 \$304.67 \$304.67	 \$ 303.00 \$ 303.00
3	Standard 26" manhole cover only w/City Logo EJIW - 1040 (labeled SANITARY SEWER) EJIW - 1040 (labeled STORM)	 \$141.00 \$141.00	 \$137.00 \$ 137.00	 \$141.35 \$141.35	 \$ 130.00 \$ 130.00

Group J Ductile or Cast Iron Grates & Frames						
Contract Period 01-01-20 through 12-31-20						
Renewable Option 01-01-21 through 12-31-21						
			Consolidated Pipe & Supply	Southern Pipe & Supply	Coburn Supply	Ferguson Waterworks
4	ERGO 1040hinged 26" manhole frame & cover w/4" Rise & 24" clear opening w/City Logo					
	EJIW - 1040 (labeled SANITARY SEWER)		\$444.00	\$430.00	\$445.00	\$ 409.00
	EJIW - 1040 (labeled STORM)		\$444.00	\$430.00	\$445.00	\$ 409.00
	EJIW 1013 Accessory "T" handle key tool		\$18.00	\$24.00	\$22.67	\$ 30.00
5	Reversible 26" manhole frame w/cover w/24" clear opening					
	EJIW-V-1600-3(labeled SANITARY SEWER)		\$245.00	\$235.00	\$246.50	\$ 226.00
	EJIW - V-1600-3 (labeled STORM)		\$245.00	\$235.00	\$246.50	\$ 226.00
6	Reversible 26" manhole cover only					
	EJIW-V-1600-3(labeled SANITARY SEWER)		\$131.00	\$128.00	\$131.65	\$ 121.00
	EJIW-V-1600-3(labeled STORM)		\$131.00	\$128.00	\$131.65	\$ 121.00
III. Infra-Riser Multi-Purpose Rubber Composite Adjustment Risers (24"ID X 36" OD)						
1	1" Flat Round	EJIW	\$46.00	\$46.00	\$47.30	\$ 42.50
	1" Tapered Round (.5 to 1")	EJIW	\$45.00	\$45.00	\$45.00	\$ 40.50
2	1 1/2" Flat Round	EJIW	\$66.00	\$64.00	\$68.40	\$ 61.50
	1 1/2" Tapered Round (1.0" to 1.5")	EJIW	\$52.00	\$52.00	\$53.90	\$ 48.50
3	2" Flat Round	EJIW	\$85.00	\$84.00	\$87.60	\$ 79.00
	2" Tapered round (1.0" to 2.0")	EJIW	\$66.00	\$64.00	\$68.40	\$ 61.50
IV. Ductile or Cast Iron Valve Boxes (w/out set screws)						
1	18" - 24" height valve box	price	\$79.00	\$28.00	\$85.40	\$ 27.00
		brand	EJIW	SIGMA	EAST JORDAN	PROSELECT
		p/n	85501922	VB461	85501922.00	PSVB461SW
2	24" - 36" height valve box	price	\$111.00	\$37.00	\$114.47	\$ 40.00
		brand	EJIW	SIGMA	EAST JORDAN	PROSELECT
		p/n	85502737	VB562	85502737.00	PSVB562SW
V. Ductile or Cast Iron Valve Box Risers						
1	2"	price	\$ 28.00	\$11.00	\$29.92	\$ 8.50
		brand	EJIW	SIGMA	EAST JORDAN	PROSELECT
		p/n	85008020		85008020.00	IVBRS14K

Group J Ductile or Cast Iron Grates & Frames**Contract Period 01-01-20 through 12-31-20****Renewable Option 01-01-21 through 12-31-21**

		Consolidated Pipe & Supply	Southern Pipe & Supply	Coburn Supply	Ferguson Waterworks
VI. Ductile or cast iron valve box lids labeled with "Water" or "Sewer"					
1	Standard lid price brand p/n	\$16.00 EJIW 6800001	\$12.00 SIGMA	\$17.25 EAST JORDAN 6800001	\$ 6.50 PROSELECT IVBVID
VII. Ductile or Cast Iron Cleanout & Covered labeled "Sewer" and City of Gulfport Lettering					
1	Cleanout Ring EJIW - V-8503	\$21.00	\$22.00	\$21.52	\$ 19.50
2	Cleanout Cover EJIW - V-8503	\$27.00	\$28.00	\$28.60	\$ 26.00
3	Cleanout Ring & Cover EJIW - V8503 ASSY	\$37.00	\$37.00	\$39.15	\$ 35.00
VIII. Meter boxes (metal)					
1	Small w/lid price brand p/n	NO BID	\$35.00 SIGMA ROME BOX	NO BID	\$ 33.00 SIGMA SMB3821
2	Large w/lid price brand p/n	NO BID	NO BID	NO BID	\$ 100.00 SIGMA SMB381
IX. Meter box lids only (metal)					
1	Small (19 1/8" X 9 3/4") price brand p/n	NO BID	NO BID	NO BID	\$ 15.00 SIGMA SMB3821
2	Large - oval type price brand p/n	NO BID	NO BID	NO BID	\$ 41.00 SIGMA SMB3811
3	Large - square type price brand p/n	NO BID	NO BID	NO BID	\$ 40.00 SIGMA SMB2831

Ferguson Wterworks
14231 Seaway Rd., Unit B-5
Gulfport, MS 39503
228-234-5620 or 228-863-2757 - phone
228-863-6587 - fax
catrina.walker@ferguson.com;

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: November 7, 2019

Ref: Term Contract Group J1 – Water & Sewer Line Supplies
Contract Period 01/01/2020 thru 12-31-2020
Renewable Period 01/01/2021 thru 12/31/2021

I have reviewed the bids received on the above referenced group and recommend acceptance of the lowest and best bid as submitted by Southern Pipe & Supply, Ferguson Waterworks, Coburns Supply, Core & Main, Consolidated Pipe and Central Pipe Supply, as designated by the highlighted columns on attached spreadsheet.

Thank you for your consideration.

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21							
		Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main
I.	Municipal service tubing Copper tube size OD ASTM D-2737-SDR9 (PE3408) Drisco pipe or equal						
1	¾"	per ft Brand	\$ 0.19 ADS	\$ 0.19 Silverline	\$ 0.19 ADS	\$ 0.19 ADS	\$ 0.26 CHARTER
2	1"	per ft Brand	\$ 0.32 ADS	\$ 0.31 Silverline	\$ 0.31 ADS	\$ 0.30 ADS	\$ 0.31 CHARTER
3	1 ½"	per ft Brand	\$ 0.67 ADS	\$ 0.66 Silverline	\$ 0.65 ADS	\$ 0.64 ADS	\$ 0.65 CHARTER
4	2"	per ft Brand	\$ 1.14 ADS	\$ 1.10 Silverline	\$ 1.12 ADS	\$ 0.97 ADS	\$ 1.12 CHARTER
II.	PVC Pressure Pipe						
1	4"	per lft Brand	NO BID	\$ 2.09 Sanderson	\$ 2.10 Sanderson	\$ 2.07 Sanderson	\$ 2.08 NAPCO
2	6"	per lft Brand	NO BID	\$ 4.15 Sanderson	\$ 4.18 Sanderson	\$ 4.09 Sanderson	\$ 4.13 NAPCO
3	8"	per lft Brand	NO BID	\$ 7.18 Sanderson	\$ 7.24 Sanderson	\$ 7.09 Sanderson	\$ 7.16 NAPCO
4	10"	per lft Brand	NO BID	\$ 10.80 Sanderson	\$ 10.86 Sanderson	\$ 10.66 Sanderson	\$ 10.91 NAPCO
5	12"	per lft Brand	NO BID	\$ 15.25 Sanderson	\$ 15.34 Sanderson	\$ 15.05 Sanderson	\$ 15.39 NAPCO
6	16"	per lft Brand	NO BID	\$ 36.00 Sanderson	NO BID	NO BID	\$ 32.36 NAPCO

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21						
	Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main
III.	PVC Sewer Pipe - Gravity Flow					
1	4" per lft Brand	NO BID \$ 1.15 Sanderson	\$ 1.59 Sanderson	\$ 1.13 Sanderson	\$ 1.16 NAPCO	NO BID
2	6" per lft Brand	NO BID \$ 2.48 Sanderson	\$ 2.49 Sanderson	\$ 2.44 Sanderson	\$ 2.50 NAPCO	NO BID
3	8" per lft Brand	NO BID \$ 4.47 Sanderson	\$ 4.50 Sanderson	\$ 4.40 Sanderson	\$ 4.50 NAPCO	NO BID
4	10" per lft Brand	NO BID \$ 7.00 Sanderson	\$ 7.06 Sanderson	\$ 6.21 Sanderson	\$ 7.06 NAPCO	NO BID
5	12" per lft Brand	NO BID \$ 10.00 Sanderson	\$ 10.05 Sanderson	\$ 9.83 Sanderson	\$ 10.07 NAPCO	NO BID
1	PVC Sewer Pipe - Force Main 4" per lft Brand	NO BID \$ 2.80 Sanderson	\$ 2.10 Sanderson	\$ 2.07 Sanderson	\$ 2.21 NAPCO	NO BID
2	6" per lft Brand	NO BID \$ 4.60 Sanderson	\$ 4.18 Sanderson	\$ 4.09 Sanderson	\$ 4.39 NAPCO	NO BID
3	8" per lft Brand	NO BID \$ 7.40 Sandersxon	\$ 7.24 Sanderson	\$ 7.09 Sandersxon	\$ 7.60 NAPCO	NO BID
4	10" per lft Brand	NO BID \$ 11.15 Sanderson	\$ 10.86 Sanderson	\$ 10.66 Sanderson	\$ 11.41 NAPCO	NO BID
5	12" per lft Brand	NO BID \$ 15.60 Sanderson	\$ 15.34 Sanderson	\$ 15.05 Sanderson	\$ 16.10 NAPCO	NO BID

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21							
		Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main
IV.	PVC Sewer Fittings SDR35 Glue type						
1	4" sleeve	ea Brand	NO BID	\$ 1.59 Royal	\$ 1.39 MultiFitting	\$ 1.35 WH	\$ 1.47 MultiFitting
2	6" sleeve	ea Brand	NO BID	\$ 5.68 Royal	\$ 5.06 MultiFitting	\$ 5.00 WH	\$ 5.24 MultiFitting
3	8" sleeve	ea Brand	NO BID	\$ 17.68 Royal	\$ 15.77 MultiFitting	NO BID	NO BID
4	4" with a 1/16" bend 22.5°	ea Brand	NO BID	\$ 2.70 Royal	\$ 2.30 MultiFitting	\$ 2.20 WH	\$ 2.38 MultiFitting
5	6" with a 1/16" bend 22.5°	ea Brand	NO BID	\$ 11.65 Royal	\$ 10.08 MultiFitting	\$ 9.95 WH	\$ 10.42 MultiFitting
6	8" with a 1/16" bend 22.5°	ea Brand	NO BID	\$ 30.20 Royal	\$ 26.04 MultiFitting	\$ 25.75 WH	NO BID
7	4" with a 1/8" bend 45°	ea Brand	NO BID	\$ 2.45 Royal	\$ 2.10 MultiFitting	\$ 2.00 WH	\$ 2.17 MultiFitting
8	6" with a 1/8" bend 45°	ea Brand	NO BID	\$ 9.15 Royal	\$ 8.58 MultiFitting	\$ 7.50 WH	\$ 8.54 MultiFitting
9	8" with a 1/8" bend 45°	ea Brand	NO BID	\$ 26.70 Royal	\$ 22.51 MultiFitting	NO BID	NO BID
10	4" with a 1/4" bend 90°	ea Brand	NO BID	\$ 2.70 Royal	\$ 2.44 MultiFitting	\$ 2.40 WH	\$ 2.53 MultiFitting

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21						
	Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main
11	6" with a 1/4" bend 90° ea Brand	NO BID \$ 9.67 Royal	\$ 7.68 MultiFitting	\$ 7.10	\$ 7.47 WH	\$ 7.93 MultiFitting
12	4" bell cap ea Brand	NO BID \$ 1.54 Royal	\$ 1.14 MultiFitting	\$ 1.20	\$ 1.30 WH	\$ 1.26 MultiFitting
13	6" bell cap ea Brand	NO BID \$ 5.50 Royal	\$ 4.38 MultiFitting	\$ 4.50	\$ 4.37 WH	\$ 4.59 MultiFitting
14	8"x 6" saddle "PVC" WYE ea Brand	NO BID NO BID	\$ 27.38 MultiFitting	NO BID	\$ 20.95 WH	\$ 21.95 FERNCO
15	6"x 4" reducers ea Brand	NO BID \$ 7.30 Royal	\$ 6.74 MultiFitting	\$ 7.50	\$ 6.65 WH	\$ 6.96 MultiFitting
16	8"x 6" reducers ea Brand	NO BID \$ 35.20 Royal	\$ 28.48 MultiFitting	NO BID	\$ 27.85 WH	\$ 29.44 MultiFitting
17	4" clean out w/o plug SW-MPT ea Brand	NO BID \$ 11.98 Royal	\$ 2.75 MultiFitting	\$ 2.70	\$ 2.75 WH	\$ 2.86 MultiFitting
18	4" clean out plug MPT ea Brand	NO BID \$ 2.05 Royal	\$ 1.68 MultiFitting	\$ 1.70	\$ 1.70 WH	\$ 1.74 MultiFitting
19	4" clean out w/ plug ea Brand	NO BID \$ 5.12 Royal	\$ 5.00 MultiFitting	NO BID	\$ 6.85 WH	\$ 4.60 MultiFitting
20	6" clean out w/o plug SW-MPT ea Brand	NO BID \$ 16.10 Royal	\$ 13.02 MultiFitting	\$ 12.50	\$ 12.74 WH	\$ 13.46 MultiFitting
21	6" clean out plug MPT ea Brand	NO BID \$ 10.05 Royal	\$ 8.42 MultiFitting	\$ 8.00	\$ 8.20 WH	\$ 8.71 MultiFitting

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21							
		Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main
22	6" clean out w/ plug	ea Brand	\$ 26.15 Royal	\$ 21.50 MultiFitting	NO BID	\$ 23.50 WH	\$ 22.17 MultiFitting
23	6" WYE (Inline)	ea Brand	\$ 18.05 Royal	\$ 16.23 MultiFitting	\$ 16.10	\$ 15.85 WH	\$ 16.77 MultiFitting
V.	Ductile Iron Pressure Main						
1	Ductile Iron Pipe 4" Mechanical Joint	per lft Brand	\$ 36.90 McWane	\$ 36.35 AMERICAN	NO BID	\$ 41.19 MCWANE	NO BID
	4" Slip Joint	per lft Brand	\$ 29.00 McWane	\$ 29.25 DUCTILE IRON	NO BID	\$ 27.80 MCWANE	NO BID
2	6" Mechanical Joint	per lft Brand	\$ 30.90 McWane	\$ 32.34 DUCTILE IRON	NO BID	\$ 40.96 MCWANE	NO BID
	6" Slip Joint	per lft Brand	\$ 23.97 McWane	\$ 21.32 DUCTILE IRON	NO BID	\$ 20.22 MCWANE	NO BID
3	8" Mechanical Joint	per lft Brand	\$ 42.70 McWane	\$ 40.38 DUCTILE IRON	NO BID	\$ 52.73 MCWANE	NO BID
	8" Slip Joint	per lft Brand	\$ 26.70 McWane	\$ 24.52 DUCTILE IRON	NO BID	\$ 23.33 MCWANE	NO BID
4	10" Mechanical Joint	per lft Brand	\$ 56.20 McWane	\$ 52.62 DUCTILE IRON	NO BID	\$ 68.90 MCWANE	NO BID
	10" Slip Joint	per lft Brand	\$ 34.00 McWane	\$ 32.26 DUCTILE IRON	NO BID	\$ 30.58 MCWANE	NO BID
5	12" Mechanical Joint	per lft Brand	\$ 68.00 McWane	\$ 65.95 DUCTILE IRON	NO BID	\$ 86.54 MCWANE	NO BID
	12" Slip Joint	per lft Brand	\$ 42.10 McWane	\$ 40.34 DUCTILE IRON	NO BID	\$ 38.50 MCWANE	NO BID

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21							
		Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main
6	16" Mechanical Joint	per lft Brand	\$ 105.00 McWane	NO BID	NO BID	\$ 124.76 MCWANE	NO BID
	16" Slip Joint	per lft Brand	\$ 62.00 McWane	\$ 58.52 DUCTILE IRON	NO BID	\$ 55.72 MCWANE	NO BID
VI.	Ductile Iron Fittings - ANSI / AWWA C153 / A21.53-84						
1	Tees 4 x 4" MJ	ea Brand	\$ 48.00 SIP	\$ 40.30 SIGMA	\$ 43.30 SIGMA	\$ 41.45 SIGMA	\$ 41.06 ST-SIG-SIP
2	6 x 4" MJ	ea Brand	\$ 76.00 SIP	\$ 67.27 SIGMA	\$ 72.30 SIGMA	\$ 69.20 SIGMA	\$ 68.53 ST-SIG-SIP
3	6 x 6" MJ	ea Brand	\$ 82.00 SIP	\$ 72.54 SIGMA	\$ 77.50 SIGMA	\$ 74.65 SIGMA	\$ 73.90 ST-SIG-SIP
4	8 x 4" MJ	ea Brand	\$ 85.00 SIP	\$ 78.43 SIGMA	\$ 81.60 SIGMA	\$ 80.70 SIGMA	\$ 79.90
5	8 x 6" MJ	ea Brand	\$ 105.00 SIP	\$ 89.90 SIGMA	\$ 93.50 SIGMA	\$ 92.50 SIGMA	\$ 91.58
6	8 x 8" MJ	ea Brand	\$ 122.00 SIP	\$ 108.50 SIGMA	\$ 112.91 SIGMA	\$ 111.65 SIGMA	\$ 110.53
7	12 x 4" MJ	ea Brand	\$ 162.00 SIP	\$ 146.63 SIGMA	\$ 152.58 SIGMA	\$ 150.90 SIGMA	\$ 149.37
8	12 x 6" MJ	ea Brand	\$ 162.00 SIP	\$ 146.63 SIGMA	\$ 152.58 SIGMA	\$ 150.90 SIGMA	\$ 149.37
9	12 x 8" MJ	ea Brand	\$ 193.00 SIP	\$ 168.95 SIGMA	\$ 175.80 SIGMA	\$ 173.90 SIGMA	\$ 172.11
10	12 x 12" MJ	ea Brand	\$ 240.00 SIP	\$ 216.38 SIGMA	\$ 225.00 SIGMA	\$ 222.70 SIGMA	\$ 220.43

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21								
		Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main	
Elbows - 22.5° Degree bends								
11	4" MJ	ea Brand	NO BID	\$ 27.40 SIP	\$ 24.18 SIGMA	\$ 26.00 SIGMA	\$ 24.85 SIGMA	\$ 24.64
12	6" MJ	ea Brand	NO BID	\$ 43.00 SIP	\$ 37.20 SIGMA	\$ 38.71 SIGMA	\$ 38.25 SIGMA	\$ 37.90
13	8" MJ	ea Brand	NO BID	\$ 62.00 SIP	\$ 57.99 SIGMA	\$ 60.35 SIGMA	\$ 59.60 SIGMA	\$ 59.06
14	12" MJ	ea Brand	NO BID	\$ 123.00 SIP	\$ 112.53 SIGMA	\$ 117.50 SIGMA	\$ 114.60 SIGMA	\$ 114.64
Elbows - 45 Degree bends								
15	4" MJ	ea Brand	NO BID	\$ 30.00 SIP	\$ 25.42 SIGMA	\$ 26.40 SIGMA	\$ 26.12 SIGMA	\$ 25.60
16	6" MJ	ea Brand	NO BID	\$ 48.00 SIP	\$ 40.92 SIGMA	\$ 42.50 SIGMA	\$ 42.10 SIGMA	\$ 41.69
17	8" MJ	ea Brand	NO BID	\$ 70.00 SIP	\$ 59.52 SIGMA	\$ 61.90 SIGMA	\$ 61.22 SIGMA	\$ 60.64
18	12" MJ	ea Brand	NO BID	\$ 142.00 SIP	\$ 128.65 SIGMA	\$ 134.00 SIGMA	\$ 132.44 SIGMA	\$ 131.06
Elbows - 90 Degree bends								
19	4" MJ	ea Brand	NO BID	\$ 38.00 SIP	\$ 30.69 SIGMA	\$ 31.90 SIGMA	\$ 31.55 SIGMA	\$ 321.27
20	6" MJ	ea Brand	NO BID	\$ 49.00 SIP	\$ 50.22 SIGMA	\$ 52.25 SIGMA	\$ 51.65 SIGMA	\$ 51.16
21	8" MJ	ea Brand	NO BID	\$ 83.00 SIP	\$ 72.85 SIGMA	\$ 75.80 SIGMA	\$ 75.00 SIGMA	\$ 74.22
22	12" MJ	ea Brand	NO BID	\$ 178.00 SIP	\$ 155.62 SIGMA	\$ 161.90 SIGMA	\$ 158.40 SIGMA	\$ 158.53

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21								
		Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main	
Crosses								
23	4 x 4" MJ	ea Brand	NO BID	\$ 104.00 SIP	\$ 86.18 SIGMA	NO BID	\$ 88.65 SIGMA	\$ 87.79
24	6 x 4" MJ	ea Brand	NO BID	NO BID SIP	\$ 94.24 SIGMA	NO BID	\$ 97.00 SIGMA	\$ 96.01
25	6 x 6" MJ	ea Brand	NO BID	\$ 121.00 SIP	\$ 105.40 SIGMA	NO BID	\$ 108.45 SIGMA	\$ 107.37
26	8 x 6" MJ	ea Brand	NO BID	\$ 128.00 SIP	\$ 109.43 SIGMA	NO BID	\$ 112.60 SIGMA	\$ 111.48
27	8 x 8" MJ	ea Brand	NO BID	\$ 132.00 SIP	\$ 115.32 SIGMA	NO BID	\$ 118.60 SIGMA	\$ 117.48
Reducers - Spigot Both Ends								
28	6 x 4"	ea Brand	NO BID	\$ 42.00 SIP	\$ 35.34 SIGMA	NO BID	\$ 36.35 SIGMA	\$ 36.01
29	8 x 4"	ea Brand	NO BID	\$ 65.00 SIP	\$ 52.70 SIGMA	NO BID	\$ 54.20 SIGMA	\$ 53.69
30	8 x 6"	ea Brand	NO BID	\$ 68.00 SIP	\$ 55.49 SIGMA	NO BID	\$ 57.10 SIGMA	\$ 56.53
31	12 x 6"	ea Brand	NO BID	\$ 80.00 SIP	\$ 92.07 SIGMA	NO BID	\$ 94.70 SIGMA	\$ 93.79
32	12 x 8"	ea Brand	NO BID	\$ 111.00 SIP	\$ 94.86 SIGMA	NO BID	\$ 97.60 SIGMA	\$ 96.64

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21						
	Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main
Reducers - Spigot to MJ						
33	ea Brand 6 x 4"	NO BID	\$ 35.00 SIP	\$ 30.07 SIGMA	NO BID	\$ 47.20 SIGMA
34	ea Brand 8 x 4"	NO BID	\$ 62.00 SIP	\$ 50.53 SIGMA	NO BID	\$ 53.55 SIGMA
35	ea Brand 8 x 6"	NO BID	\$ 53.00 SIP	\$ 45.88 SIGMA	NO BID	\$ 43.00 SIGMA
36	ea Brand 12 x 6"	NO BID	\$ 118.00 SIP	\$ 101.06 SIGMA	NO BID	\$ 96.65 SIGMA
37	ea Brand 12 x 8"	NO BID	\$ 96.00 SIP	\$ 79.05 SIGMA	NO BID	\$ 99.50 SIGMA
Reducers - MJ Both Ends						
38	ea Brand 6 x 4"	NO BID	\$ 32.00 SIP	\$ 29.14 SIGMA	30.33 SIGMA	\$ 30.00 SIGMA
39	ea Brand 8 x 4"	NO BID	\$ 42.00 SIP	\$ 39.99 SIGMA	41.60 SIGMA	\$ 41.10 SIGMA
40	ea Brand 8 x 6"	NO BID	\$ 46.00 SIP	\$ 42.47 SIGMA	44.00 SIGMA	\$ 43.70 SIGMA
41	ea Brand 12 x 6"	NO BID	\$ 80.00 SIP	\$ 72.23 SIGMA	75.17 SIGMA	\$ 74.30 SIGMA
42	ea Brand 12 x 8"	NO BID	\$ 85.00 SIP	\$ 73.78 SIGMA	76.78 SIGMA	\$ 75.90 SIGMA
43	ea Brand 12 x 10"		\$ 96.00 SIP	\$ 81.84 SIGMA	86.00 SIGMA	\$ 84.20 SIGMA

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21						
	Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main
Sleeves - Solid (12" length)						
44	4" MJ ea Brand	NO BID	\$ 31.00 SIP	\$ 27.40 SIGMA	\$ 28.05 SIGMA	\$ 27.79
45	6" MJ ea Brand	NO BID	\$ 54.00 SIP	\$ 40.00 SIGMA	\$ 46.90 SIGMA	\$ 46.43
46	8" MJ ea Brand	NO BID	\$ 80.00 SIP	\$ 54.00 SIGMA	\$ 75.90 SIGMA	\$ 75.16
47	12" MJ ea Brand	NO BID	\$ 132.00 SIP	\$ 83.00 SIGMA	\$ 122.19 SIGMA	\$ 120.95
48	16" MJ ea Brand	NO BID	\$ 262.00 SIP	\$ 208.71 SIGMA	\$ 233.55 SIGMA	\$ 231.16
Blank Plug with 2" Tap (Piep threads)						
49	4" MJ ea Brand	NO BID	\$ 32.00 SIP	\$ 28.39 SIGMA	\$ 18.50 SIGMA	\$ 26.85
50	6" MJ ea Brand	NO BID	\$ 45.00 SIP	\$ 47.42 SIGMA	\$ 30.00 SIGMA	\$ 39.48
51	8" MJ ea Brand	NO BID	\$ 60.00 SIP	\$ 76.78 SIGMA	\$ 40.85 SIGMA	\$ 53.06
52	12" MJ ea Brand	NO BID	\$ 95.00 SIP	\$ 123.00 SIGMA	\$ 72.40 SIGMA	\$ 81.79

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21							
	Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main	
VII.	Retaining Glands (mega-lug design) - Retainers		PVC / DI				
1	4" MJ ea Brand	\$ 35.00 Tyler./Union	25.00 / 21.91 SIGMA	\$ 26.25 SIGMA	\$ 25.90 SIGMA	\$ 24.33 ST-SIG-SIP	
2	6" MJ ea Brand	\$ 37.00 Tyler./Union	31.52 / 27.06 SIGMA	\$ 32.85 SIGMA	\$ 32.50 SIGMA	\$ 29.09 ST-SIG-SIP	
3	8" MJ ea Brand	\$ 48.00 Tyler./Union	42.53 / 36.87 SIGMA	\$ 44.36 SIGMA	\$ 43.85 SIGMA	\$ 39.91	
4	12" MJ ea Brand	\$ 88.00 Tyler./Union	77.70 / 39.55 SIGMA	\$ 81.00 SIGMA	\$ 80.12 SIGMA	\$ 73.22	
5	16" MJ ea Brand	\$ 170.00 Tyler./Union	160.09 / 126.44 SIGMA	\$ 166.00 SIGMA	\$ 165.10 SIGMA	\$ 153.63	
VIII.	Bolts and Gaskets						
1	MJ Lock Bolts "Anti Rotation" Brand p/100	\$ 294.00 SIP	\$ 200.00 PROSELECT	NO BID	NO BID	NO BID	NO BID
2	Bolt (3/4" X 3 1/3") MJ Brand p/100	\$ 120.00 SIP	NO BID	NO BID	NO BID	\$ 117.00	
3	Bolt (3/4" X 4") MJ Brand p/100	\$ 120.00 SIP	\$ 132.00 PROSELECT	NO BID	NO BID	\$ 117.00	

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21									
		Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main		
4	Gaskets	4" MJ	Per 50 Brand	NO BID	\$ 180.00 SIP	\$ 123.00 PROSELECT	NO BID	\$ 142.50 SIGMA	\$ 136.50 ST-SIG-SIP
		4" Transition	Per 50 Brand	NO BID	\$ 190.00 SIP	\$ 160.00 PROSELECT	NO BID	\$ 160.00 SIGMA	\$ 136.50
		6" MJ	Per 50 Brand	NO BID	\$ 152.50 SIP	\$ 122.50 PROSELECT	NO BID	\$ 140.00 SIGMA	\$ 153.50
5		6" Transition	Per 50 Brand	NO BID	\$ 190.00 SIP	\$ 209.10 PROSELECT	NO BID	\$ 177.50 SIGMA	\$ 256.00
		8" MJ	Per 50 Brand	NO BID	\$ 180.00 SIP	\$ 179.15 PROSELECT	NO BID	\$ 160.00 SIGMA	\$ 426.50
		8" Transition	Per 50 Brand	NO BID	\$ 265.00 SIP	\$ 284.50 PROSELECT	NO BID	\$ 265.00 SIGMA	\$ 153.50
7		12" MJ	Per 50 Brand	NO BID	\$ 267.50 SIP	\$ 285.05 PROSELECT	NO BID	\$ 265.00 SIGMA	\$ 170.50
		12" Transition	Per 50 Brand	NO BID	\$ 350.00 SIP	\$ 342.80 PROSELECT	NO BID	\$ 337.50 SIGMA	\$ 256.00
		16" MJ	Per 50 Brand	NO BID	\$ 450.00 SIP	NO BID	NO BID	\$ 432.50 SIGMA	\$ 324.00
8		16" Transition	Per 50 Brand	NO BID	NO BID	NO BID	NO BID	\$ 2,220.00 SIGMA	\$ 2,127.00

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21						
	Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main
VIX.	Gate Valves 3" thru 16" - For Water and other liquids					
1	Gate Valve - MJ 3" Mueller or M&H Brand ea	MUELLER 307.00 \$	M&H 280.00 \$	MUELLER 313.78 \$	M&H 273.22 \$	M&H 283.50 \$ NO BID
2	4" Mueller or M&H Brand ea	MUELLER 348.00 \$	M&H 306.00 \$	MUELLER 350.62 \$	M&H 305.20 \$	M&H 316.85 \$ NO BID
3	6" Mueller or M&H Brand ea	MUELLER 440.00 \$	M&H 394.90 \$	MUELLER 447.22 \$	M&H 389.18 \$	M&H 404.35 \$ NO BID
4	8" Mueller or M&H Brand ea	MUELLER 695.00 \$	M&H 628.11 \$	MUELLER 712.27 \$	M&H 619.28 \$	M&H 644.00 \$ NO BID
5	10" Mueller or M&H Brand ea	MUELLER 1,080.00 \$	M&H 978.00 \$	MUELLER 1,110.58 \$	M&H 965.08 \$	M&H 1,004.20 \$ NO BID
6	12" Mueller or M&H Brand ea	MUELLER 1,366.00 \$	M&H 1,230.00 \$	MUELLER 1,405.28 \$	M&H 1,220.92 \$	M&H 1,270.65 \$ NO BID
7	16" Mueller or M&H Brand ea	MUELLER 4,600.00 \$	M&H 4,200.00 \$	MUELLER 4,726.43 \$	M&H 4,090.28 \$	M&H 4,255.50 \$ NO BID
TAPPING Gate Valve - MJ to FL						
8	4" Mueller or M&H Brand ea	MUELLER 431.00 \$	M&H 390.00 \$	MUELLER 442.34 \$	M&H 292.00 \$	M&H 399.70 \$ NO BID
9	6" Mueller or M&H Brand ea	MUELLER 608.00 \$	M&H 550.00 \$	MUELLER 624.53 \$	M&H 389.18 \$	M&H 564.50 \$ NO BID
10	8" Mueller or M&H Brand ea	MUELLER 902.00 \$	M&H 820.00 \$	MUELLER 926.99 \$	M&H 607.58 \$	M&H 838.17 \$ NO BID
11	10" Mueller or M&H Brand ea	MUELLER 1,359.00 \$	M&H 1,230.00 \$	MUELLER 1,397.98 \$	M&H 965.08 \$	M&H 1,263.75 \$ NO BID

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21							
		Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main
12	12" Mueller or M&H Brand ea	MUELLER \$ 2,052.00	M&H \$ 1,870.00	MUELLER \$ 2,111.68	M&H \$ 1,165.02	M&H \$ 1,909.25	NO BID
13	16" Mueller or M&H Brand ea	MUELLER \$ 4,848.00	M&H \$ 4,920.00	MUELLER \$ 5,013.06	M&H \$ 4,100.00	M&H \$ 4,971.30	NO BID
Tapping Sleeves							
14	4 x 4" JCM 412 or equal "C900" Brand ea	242.00 JCM \$	NO BID	321.34 POWERSEAL \$	219.00 JCM \$	218.05 JCM \$	270.13 FORD
	4 x 4" "CLASS 160" Brand ea	242.00 JCM \$	NO BID	321.34 POWERSEAL \$	219.00 JCM \$	218.05 JCM \$	270.13 FORD
15	6 x 4" JCM 412 or equal "C900" Brand ea	258.00 JCM \$	NO BID	331.81 POWERSEAL \$	226.00 JCM \$	232.95 JCM \$	256.96 FORD
	6 x 4" "CLASS 160" Brand ea	258.00 JCM \$	NO BID	331.81 POWERSEAL \$	226.00 JCM \$	225.50 JCM \$	256.96 FORD
16	6 x 6" JCM 412 or equal Brand ea	289.00 JCM \$	NO BID	374.15 POWERSEAL \$	255.00 JCM \$	260.60 JCM \$	313.18 FORD
	6 x 6" "CLASS 160" Brand ea	289.00 JCM \$	NO BID	374.15 POWERSEAL \$	255.00 JCM \$	254.20 JCM \$	313.18 FORD
17	8 x 4" JCM 412 or equal Brand ea	280.00 JCM \$	NO BID	268.47 POWERSEAL \$	250.00 JCM \$	253.15 JCM \$	273.53 FORD
	8 x 4" "CLASS 160" Brand ea	280.00 JCM \$	NO BID	268.47 POWERSEAL \$	237.00 JCM \$	236.10 JCM \$	273.53 FORD

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21						
	Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main
18	8 x 6" JCM 412 or equal ea Brand	\$ 297.00 JCM	\$ 297.80 POWERSEAL	\$ 264.00 JCM	\$ 268.05 JCM	\$ 314.76 FORD
	8 x 6" "CLASS 160" ea Brand	\$ 297.00 JCM	\$ 297.80 POWERSEAL	\$ 264.00 JCM	\$ 261.67 JCM	\$ 314.76 FORD
19	8 x 8" JCM 412 or equal ea Brand	\$ 377.00 JCM	\$ 375.63 POWERSEAL	\$ 330.00 JCM	\$ 340.40 JCM	\$ 419.35 FORD
	8 x 8" "CLASS 160" ea Brand	\$ 377.00 JCM	\$ 375.63 POWERSEAL	\$ 330.00 JCM	\$ 329.75 JCM	\$ 419.35 FORD
20	10 x 4" JCM 412 or equal ea Brand	\$ 292.00 JCM	\$ 275.24 POWERSEAL	\$ 260.00 JCM	\$ 261.00 JCM	\$ 280.39 FORD
	10 x 4" "CLASS 160" ea Brand	\$ 292.00 JCM	\$ 275.24 POWERSEAL	\$ 260.00 JCM	\$ 238.90 JCM	\$ 280.39 FORD
21	10 x 6" JCM 412 or equal ea Brand	\$ 313.00 JCM	\$ 319.33 POWERSEAL	\$ 280.00 JCM	\$ 280.00 JCM	\$ 305.62 FORD
	10 x 6" "CLASS 160" ea Brand	\$ 313.00 JCM	\$ 319.33 POWERSEAL	\$ 280.00 JCM	\$ 261.00 JCM	\$ 305.62 FORD
22	10 x 8" JCM 412 or equal ea Brand	\$ 390.00 JCM	\$ 401.31 POWERSEAL	\$ 350.00 JCM	\$ 348.37 JCM	\$ 405.34 FORD
	10 x 8" "CLASS 160" ea Brand	\$ 390.00 JCM	\$ 401.31 POWERSEAL	\$ 350.00 JCM	\$ 332.92 JCM	\$ 405.34 FORD
23	12 x 4" JCM 412 or equal ea Brand	\$ 299.00 JCM	\$ 305.77 POWERSEAL	\$ 275.00 JCM	\$ 267.30 JCM	\$ 311.37 FORD
	12 x 4" "CLASS 160" ea Brand	\$ 299.00 JCM	\$ 305.77 POWERSEAL	\$ 260.00 JCM	\$ 251.50 JCM	\$ 311.37 FORD

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21							
		Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main
24	12 x 6" JCM 412 or equal 12 x 6" "CLASS 160"	ea	NO BID	\$ 379.02 POWERSEAL	\$ 290.00 JCM	\$ 291.50 JCM	\$ 338.72 FORD
		Brand					
		ea	NO BID	\$ 379.02 POWERSEAL	\$ 285.00 JCM	\$ 274.70 JCM	\$ 338.72 FORD
		Brand					
25	12 x 8" JCM 412 or equal "C900" 12 x 8" "CLASS 160"	ea	NO BID	\$ 481.90 POWERSEAL	\$ 370.00 JCM	\$ 370.47 JCM	\$ 414.89 FORD
		Brand					
		ea	NO BID	\$ 481.90 POWERSEAL	\$ 350.00 JCM	\$ 349.40 JCM	\$ 414.89 FORD
		Brand					
26	16x6" JCM 412 or equal "C900" 16 x 6" "CLASS 160"	ea	NO BID	\$ 427.75 POWERSEAL	\$ 325.00 JCM	\$ 325.20 JCM	\$ 407.50 FORD
		Brand					
		ea	NO BID	\$ 427.75 POWERSEAL	\$ 320.00 JCM	\$ 309.40 JCM	\$ 389.73 FORD
		Brand					
27	16x8" JCM 412 or equal "C900" 16 x 8" "CLASS 160"	ea	NO BID	\$ 545.51 POWERSEAL	\$ 420.00 JCM	\$ 403.10 JCM	\$ 502.27 FORD
		Brand					
		ea	NO BID	\$ 545.51 POWERSEAL	\$ 403.00 JCM	\$ 394.70 JCM	\$ 502.27 FORD
		Brand					
X.	Brass Water Service Fittings AWWA C-800 Dual check w/Meter Nipple (Built In)						
1	3/4"	ea	\$ 52.00 FORD	\$ 35.49 MUELLER	NO BID	\$ 32.05 APOLLO	\$ 49.39 FORD
2	1"	ea	\$ 60.00 FORD	\$ 55.20 MUELLER	NO BID	\$ 51.40 APOLLO	\$ 92.14 FORD
3	1 1/2"	ea	\$ 137.00 FORD	\$ 147.85 MUELLER	NO BID	NO BID	NO BID
4	2"	ea	\$ 174.00 FORD	\$ 179.28 MUELLER	NO BID	NO BID	NO BID

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21								
		Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main	
Dual Check w/o Meter Nipple								
1	3/4"	ea Brand	\$ 28.00 MUELLER	\$ 31.48 WATTS	\$ 28.52 MUELLER	NO BID	\$ 29.85 APOLLO	\$ 44.92 FORD
2	1"	ea Brand	\$ 48.00 MUELLER	\$ 57.95 FORD	\$ 49.02 MUELLER	NO BID	\$ 32.05 APOLLO	\$ 86.47 FORD
3	1 1/2"	ea Brand	\$ 130.00 MUELLER	NO BID	\$ 133.69 MUELLER	NO BID	\$ 51.40 APOLLO	NO BID
4	2"	ea Brand	\$ 155.00 MUELLER	\$ 225.00 FORD	\$ 159.88 MUELLER	NO BID	NO BID	NO BID
Bronze gate valves (3/4" - 2 1/2" diameter)								
1	3/4" diameter bronze gate valve	ea Brand	\$ 88.00 MUELLER	\$ 8.00 MATCO	\$ 7.75 PROFLOW	NO BID	\$ 16.70 RED-WHITE VALVE	NO BID
2	1" diameter bronze gate valve	ea Brand	\$ 110.00 MUELLER	\$ 11.80 MATCO	\$ 9.91 PROFLOW	NO BID	\$ 21.85 RED-WHITE VALVE	NO BID
3	1 1/4" diameter bronze gate valve	ea Brand	\$ 151.00 MUELLER	\$ 16.80 MATCO	\$ 14.88 PROFLOW	NO BID	\$ 36.50 RED-WHITE VALVE	NO BID
4	1 1/2" diameter bronze gate valve	ea Brand	\$ 173.00 MUELLER	\$ 21.00 MATCO	\$ 20.83 PROFLOW	NO BID	\$ 53.00 RED-WHITE VALVE	NO BID
5	2" diameter bronze gate valve "full port"	ea Brand	\$ 234.00 MUELLER	\$ 31.60 MATCO	\$ 31.64 PROFLOW	NO BID	\$ 81.10 RED-WHITE VALVE	NO BID
6	2 1/2" diameter bronze gate valve	ea Brand	NO BID	\$ 48.60 MATCO	\$ 71.12 PROFLOW	NO BID	NO BID	NO BID

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21							
		Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main
	Cut off valves - With Lock Wing Only (MUELLER - FORD - A.Y.MCDONALD)						
1	Ball Valve 3/4" (CTS) "Pack Joint" ea Brand	\$ 53.00 MUELLER	\$ 31.77 FORD	\$ 31.80 FORD	\$ 31.63 FORD	\$ 52.50 FORD	NO BID
2	Ball Valve 1" (MPT) "Pack Joint" ea Brand	NO BID	\$ 47.35 FORD	\$ 47.39 FORD	\$ 47.15 FORD	\$ 49.37 FORD	NO BID
3	Ball Valve 3/4" (FPT) ea Brand	\$ 43.00 MUELLER	\$ 24.87 FORD	\$ 24.89 FORD	\$ 24.77 FORD	\$ 41.17 FORD	NO BID
4	Ball Valve 3/4" (CTS-MPT)"Packed Joir ea Brand	NO BID MUELLER	\$ 36.30 FORD	\$ 36.38 FORD	\$ 36.20 FORD	\$ 53.60 FORD	NO BID
5	Ball Valve 3/4" (CTS-FPT)"Packed Joint ea Brand	\$ 34.00 MUELLER	\$ 29.43 FORD	\$ 29.46 FORD	\$ 29.31 FORD	\$ 46.35 FORD	NO BID
6	Ball Valve 3/4" (CTS-PVC) "Packed Joir ea Brand	\$ 59.00 MUELLER	\$ 59.53 FORD	\$ 36.06 FORD	\$ 37.20 FORD	\$ 62.10 FORD	NO BID
7	Ball Valve 3/4' (CTS-MSN) "Packed Joi ea Brand	\$ 55.00 MUELLER	\$ 33.20 FORD	\$ 34.67 FORD	\$ 33.08 FORD	\$ 53.05 FORD	NO BID
8	Ball Valve 3/4" (PVC-MSN) "Packed Joi ea Brand	\$ 59.00 MUELLER	\$ 37.00 FORD	\$ 37.04 FORD	\$ 36.87 FORD	\$ 57.35 FORD	NO BID
9	Ball Valve 1" (CTS) "Pack Joint" ea Brand	\$ 78.00 MUELLER	\$ 63.60 FORD	\$ 64.72 FORD	\$ 63.38 FORD	\$ 78.20 FORD	NO BID
10	Ball Valve 1" (MPT) "Pack Joint" ea Brand	NO BID	\$ 55.78 FORD	NO BID	\$ 55.54	\$ 73.25	NO BID
11	Ball Valve 1" (FPT) ea Brand	\$ 63.00 MUELLER	\$ 43.90 FORD	\$ 43.93 FORD	\$ 43.71 FORD	\$ 63.15 FORD	NO BID

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21							
	Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main	
12	Ball Valve 1" (CTS-MPT) "Pack Joint" ea Brand	\$ NO BID	\$ 61.87 FORD	\$ 70.33 FORD	\$ 61.60 FORD	\$ 73.30 FORD	NO BID
13	Ball Valve 1" (CTS-FPT) "Packed Joint" ea Brand	\$ 74.00 MUELLER	\$ 52.49 FORD	\$ 54.75 FORD	\$ 42.24 FORD	\$ 70.32 FORD	\$ 69.62 FORD
14	Ball Valve 1" (CTS-PVC) "Packed Joint" ea Brand	\$ NO BID	\$ 89.30 FORD	\$ 89.35 FORD	\$ 88.90 FORD	\$ 93.10 FORD	NO BID
15	Ball Valve 1' (CTS-MSN) "Packed Joint" ea Brand	\$ 84.00 MUELLER	\$ 61.18 FORD	\$ 61.22 FORD	\$ 60.91 FORD	\$ 78.42 FORD	\$ 77.65 FORD
16	Ball Valve 1" (PVC-MSN) "Packed Joint" ea Brand	\$ NO BID	\$ 65.35 FORD	NO BID	\$ 65.05	\$ 85.60	NO BID
17	Ball Valve 3/4" x 1" (MSN-CTS) "Packed Joint" ea Brand	\$ 61.00 MUELLER	\$ 54.98 FORD	\$ 55.03 FORD	\$ 54.75 FORD	\$ 57.35 FORD	NO IF FORD
18	Ball Valve 3/4" X 1" (FPT-CTS) "Packed Joint" ea Brand	\$ 58.00 MUELLER	\$ 49.65 FORD	\$ 49.65 FORD	\$ 49.40 FORD	\$ 51.72 FORD	\$ 56.78 FORD
19	Ball Valve 2" (CTS) "Packed Joint" ea Brand	\$ 275.00 MUELLER	\$ 221.00 FORD	\$ 221.40 FORD	\$ 247.58 FORD	\$ 256.65 FORD	NO BID
20	Ball Valve 2" (MPT) "Packed Joint" ea Brand	\$ NO BID	\$ 218.70 FORD	\$ 228.13 FORD	\$ 217.70 FORD	\$ 225.70 FORD	NO BID
21	Ball Valve 2" (FPT) ea Brand	\$ 199.50 MUELLER	\$ 152.60 FORD	\$ 159.19 FORD	\$ 177.49 FORD	\$ 184.00 FORD	\$ 184.05 FORD
22	Ball Valve 2" (CTS-MPT) "Packed Joint" ea Brand	\$ NO BID	\$ 216.70 FORD	\$ 216.83 FORD	\$ 215.72 FORD	\$ 223.65 FORD	NO BID
23	Ball Valve 2" (CTS-FPT) "Packed Joint" ea Brand	\$ 223.00 MUELLER	\$ 186.85 FORD	\$ 186.95 FORD	\$ 200.18 FORD	\$ 207.50 FORD	\$ 207.57 FORD

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21							
		Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main
		Joint Connections [Mueller / Ford / A.Y. McDonald]					
1	ea Brand	Coupling 3/4" (CTS) "Packed Joint"	\$ 14.00 MUELLER	\$ 13.47 FORD	\$ 13.40 FORD	\$ 14.05 FORD	\$ 13.91 FORD
2	ea Brand	Coupling 3/4" (CTS-MPT) "Packed Joint	\$ 12.00 MUELLER	\$ 11.07 FORD	\$ 11.00 FORD	\$ 11.52 FORD	\$ 15.12 FORD
3	ea Brand	Coupling 3/4" (CTS-FPT) "Packed Joint"	\$ 13.00 MUELLER	\$ 11.64 FORD	\$ 11.57 FORD	\$ 12.10 FORD	\$ 12.02 FORD
4	ea Brand	Coupling 3/4" (CTS-PVC) "Packed Joint"	NO BID	\$ 14.55 FORD	\$ 18.12 FORD	\$ 19.00 FORD	\$ 18.80 FORD
5	ea Brand	Coupling 3/4" (MPT-PVC)	NO BID	\$ 14.65 FORD	\$ 14.56 FORD	\$ 15.25 FORD	\$ 15.02 FORD
6	ea Brand	Coupling 1" (CTS) "Packed Joint"	\$ 16.00 MUELLER	\$ 16.07 FORD	\$ 15.33 FORD	\$ 16.05 FORD	\$ 15.91 FORD
7	ea Brand	Coupling 1" (CTS-MPT) "Packed Joint"	\$ 14.00 MUELLER	\$ 13.67 FORD	\$ 13.03 FORD	\$ 13.65 FORD	\$ 23.62 FORD
8	ea Brand	Coupling 1" (CTS-FPT) "Packed Joint"	\$ 18.00 MUELLER	\$ 16.46 FORD	\$ 15.70 FORD	\$ 16.45 FORD	\$ 16.30 FORD
9	ea Brand	Coupling 1" (CTS-PVC) "Packed Joint"	NO BID	\$ 26.33 FORD	\$ 26.19 FORD	\$ 27.42 FORD	\$ 20.31 FORD
10	ea Brand	Coupling 1" (MPT-PVC)	NO BID	\$ 22.88 FORD	\$ 23.61 FORD	\$ 23.85 FORD	\$ 23.62 FORD
11	ea Brand	Coupling 3/4" x 1" (CTS) "Packed Joint"	\$ 16.95 MUELLER	\$ 15.66 FORD	\$ 15.57 FORD	\$ 16.30 FORD	\$ 13.91 FORD
12	ea Brand	Coupling 3/4" x 1" (CTS-MPT) "Packed	\$ 13.50 MUELLER	\$ 12.77 FORD	\$ 15.40 FORD	\$ 12.60 FORD	\$ 12.65 FORD

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21						
	Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main
13	Coupling 3/4" x 1" (CTS-FPT) "Packed J Brand	\$ 16.00 \$ 13.69 FORD	NO BID	\$ 16.00 FORD	\$ 14.40 FORD	\$ 26.31 FORD
14	Coupling 3/4" x 1" (CTS-PVC) "Packed J Brand	NO BID \$ 25.48 FORD	\$ 25.50 FORD	\$ 25.36 FORD	\$ 26.55 FORD	\$ 26.31 FORD
15	Coupling 2" (CTS) "Packed Joint" Brand	NO BID \$ 69.60 FORD	\$ 69.65 FORD	\$ 69.28 FORD	\$ 72.57 FORD	\$ 71.86 FORD
16	Coupling 2" (CTS-MPT) "Packed Joint" Brand	\$ 54.00 MUELLER	\$ 52.32 FORD	\$ 52.05 FORD	\$ 54.50 FORD	\$ 53.98 FORD
17	Coupling 2" (CTS-FPT) "Packed Joint" Brand	\$ 57.00 MUELLER	\$ 54.69 FORD	\$ 54.40 FORD	\$ 57.00 FORD	\$ 56.43 FORD
18	Coupling 2" (Meter FL-MPT) w/Gaskets Brand	NO BID \$ 46.10 FORD	\$ 48.08 FORD	\$ 41.76 FORD	\$ 33.70 FORD	\$ 47.58 FORD
19	Coupling 2" (Meter FL-FPT) w/Gaskets Brand	NO BID \$ 41.75 FORD	\$ 41.78 FORD	\$ 41.56 FORD	\$ 27.10 FORD	\$ 43.11 FORD
Miscellaneous Brass Fitting - Mueller/Ford/A.Y. McDonald						
1	Corporation 3/4"cc (MPT-CTS) "Packed Brand	\$ 25.00 MUELLER	\$ 24.14 FORD	\$ 24.01 FORD	\$ 25.15 FORD	\$ 24.91 FORD
2	Corporation 1"cc (MPT-CTS) "Packed Jc Brand	\$ 38.00 MUELLER	\$ 38.07 FORD	\$ 36.32 FORD	\$ 37.75 FORD	\$ 37.68 FORD
3	WYE 1" X 3.4"(CTS) "Packed Joint" Brand	\$ 28.00 MUELLER	\$ 27.89 FORD	\$ 27.74 FORD	\$ 29.05 FORD	\$ 28.78 FORD
4	TEE 3/4" (FPT) Brand	NO BID \$ 4.20 MATCO	\$ 3.80 MERIT	NO BID	\$ 14.10 MERIT	\$ 5.15 MATCO

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21						
	Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main
5	TEE 3/4" (CTS) "Packed Joint" ea Brand	NO BID \$	32.60 FORD \$	34.90 FORD \$	32.44 FORD \$	33.66 FORD \$
6	TEE 1" (FPT) ea Brand	NO BID \$	6.90 MATCO \$	6.80 MERIT \$	NO BID \$	8.46 MATCO \$
7	TEE 1" (CTS) "Packed Joint" ea Brand	NO BID \$	34.89 MATCO \$	34.90 FORD \$	34.72 FORD \$	36.02 FORD \$
8	Nipple 2" (All Thread / By Close) ea Brand	NO BID \$	7.05 MATCO \$	6.15 MERIT \$	NO BID \$	7.59 MATCO \$
9	Nipple 3/4" (All Thread / By Close) ea Brand	NO BID \$	2.05 MATCO \$	1.40 MERIT \$	NO BID \$	3.15 MATCO \$
10	Nipple 3/4" (3" Length) ea Brand	NO BID \$	2.95 MATCO \$	2.35 MERIT \$	NO BID \$	4.28 MATCO \$
11	Meter Nipple 3/4" X 2 1/2" - long ea Brand	16.00 MUELLER \$	8.50 MATCO \$	5.00 MATCO \$	NO BID \$	7.43 FORD \$
12	Meter Nipple 3/4"X 1 5/8" - short ea Brand	7.00 MUELLER \$	8.90 MATCO \$	NO BID \$	NO BID \$	7.43 FORD \$
13	General Galvanized Fittings Dresser Coupling 3/4" (compression) Smith Blair 522 ea Brand	9.00 SMITH BLAIR \$	8.75 SMITH BLAIR \$	9.60 TELSCO \$	6.70 JCM \$	14.65 DRESSER \$
14	Dresser Coupling 1" (compression) Smith Blair 522 ea Brand	10.50 SMITH BLAIR \$	10.00 SMITH BLAIR \$	11.30 TELSCO \$	8.88 JCM \$	16.20 DRESSER \$
15	Dress Coupling 2" (compression) Smith Blair 522 ea Brand	19.00 SMITH BLAIR \$	19.40 SMITH BLAIR \$	21.00 TELSCO \$	17.46 JCM \$	30.19 DRESSER \$

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21						
	Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main
XI.	Rubber Couplings - Fernco, Mission or equal PVC to PVC					
1	4 x 4 PVC to PVC ea Brand	\$ 3.75 FERNCO	NO BID	\$ 4.00 FERNCO	\$ 3.55 FERNCO	\$ 3.47 FERNCO
2	4 x 6 PVC to PVC ea Brand	\$ 9.18 FERNCO	NO BID	\$ 9.50 FERNCO	\$ 8.85 FERNCO	\$ 8.70 FERNCO
3	6 x 6 PVC to PVC ea Brand	\$ 8.20 FERNCO	NO BID	\$ 7.99 FERNCO	\$ 7.52 FERNCO	\$ 7.40 FERNCO
4	6 x 8 PVC to PVC ea Brand	\$ 16.50 FERNCO	NO BID	\$ 14.84 FERNCO	\$ 13.85 FERNCO	\$ 13.75 FERNCO
5	8 x 8 PVC to PVC ea Brand	\$ 12.30 FERNCO	NO BID	\$ 12.03 FERNCO	\$ 11.50 FERNCO	\$ 11.39 FERNCO
6	10 x 10 PVC to PVC ea Brand	\$ 18.00 FERNCO	NO BID	\$ 18.05 FERNCO	\$ 17.25 FERNCO	\$ 17.10 FERNCO
7	12 x 12 PVC to PVC ea Brand	\$ 21.00 FERNCO	NO BID	\$ 20.38 FERNCO	\$ 20.15 FERNCO	\$ 19.95 FERNCO
	PVC to Clay					
1	4 x 4 PVC to clay ea Brand	\$ 3.75 FERNCO	NO BID	\$ 4.00 FERNCO	\$ 3.55 FERNCO	\$ 3.47 FERNCO
2	4 x 6 PVC to clay ea Brand	\$ 9.18 FERNCO	NO BID	\$ 9.50 FERNCO	\$ 8.85 FERNCO	\$ 8.70 FERNCO
3	6 x 6 PVC to clay ea Brand	\$ 8.20 FERNCO	NO BID	\$ 7.99 FERNCO	\$ 7.52 FERNCO	\$ 7.40 FERNCO

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21						
	Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main
4	6 x 8 PVC to clay ea Brand	\$ 16.50 FERNCO	\$ 13.46 FERNCO	\$ 14.84 FERNCO	\$ 13.85 FERNCO	\$ 13.75 FERNCO
5	8 x 8 PVC to clay ea Brand	\$ 12.30 FERNCO	\$ 11.15 FERNCO	\$ 12.03 FERNCO	\$ 11.50 FERNCO	\$ 11.39 FERNCO
6	10 x 10 PVC to clay ea Brand	\$ 18.00 FERNCO	\$ 54.56 FERNCO	\$ 18.05 FERNCO	\$ 17.25 FERNCO	\$ 17.10 FERNCO
7	12 x 12 PVC to clay ea Brand	\$ 21.00 FERNCO	\$ 19.54 FERNCO	\$ 20.38 FERNCO	\$ 20.15 FERNCO	\$ 19.95 FERNCO
	PVC to Concrete					
1	4 x 4 PVC to concrete ea Brand	\$ 3.75 FERNCO	\$ 3.66 FERNCO	\$ 4.50 FERNCO	\$ 3.85 FERNCO	\$ 3.74 FERNCO
2	4 x 6 PVC to concrete ea Brand	\$ 9.18 FERNCO	\$ 8.52 FERNCO	\$ 9.50 FERNCO	\$ 8.85 FERNCO	\$ 8.70 FERNCO
3	6 x 6 PVC to concrete ea Brand	\$ 8.20 FERNCO	\$ 7.99 FERNCO	\$ 8.37 FERNCO	\$ 8.18 FERNCO	\$ 8.19 FERNCO
4	6 x 8 PVC to concrete ea Brand	\$ 16.50 FERNCO	\$ 14.80 FERNCO	\$ 15.44 FERNCO	\$ 15.25 FERNCO	\$ 15.12 FERNCO
5	8 x 8 PVC to concrete ea Brand	\$ 12.30 FERNCO	\$ 12.04 FERNCO	\$ 12.56 FERNCO	\$ 12.40 FERNCO	\$ 12.30 FERNCO
XII.	Coupling - Hymax 2000 or equal					
1	4" w/overall range of 4.25" - 5.63, overall length 8.7" overall width 7.87" overall coupling middle ring 5.9" max gap between pipe 5.50" and weight 15 lb ea Brand P/N	\$ 160.00 860-54-0108-18	\$ 144.15 86054010816.00	\$ 163.00 860-54-0108-16	\$ 152.40 860-54-0108-16	\$ 147.77 860-56-0108-16C
2	6" with overall range of 6.42" - 7.68" overall length 10.8" , overall width 10.75' overall coupling middle ring 8.0" , max gap between pipes 7.50" and weight 21 lb ea Brand P/N	\$ 212.00 860-54-0163-16	\$ 191.68 86054016316.00	\$ 216.29 860-54-0163-16	\$ 201.82 860-54-0163-16	\$ 195.69 860-56-0163-16

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21								
		Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main	
3	8" w/overall range of 8.54" - 9.84 overall length 10.8", overall width 12.91" overall coupling middle ring 8.0", max gap between pipes 7.50" and weight 26 lb	ea Brand P/N	\$ 239.00 860-54-0217-16	\$ 214.00 42108540985031.00 86054021716.00	\$ 216.41	\$ 244.20 860-54-0217-16	\$ 227.92 860-54-0217-16	\$ 220.94 860-56-0217-16
XIII	Repair clamps - 3" Long							
1	¾"	ea Brand	\$ 5.00 JCM	\$ 4.34 SB	\$ 5.57 FORD	\$ 4.40 JCM	\$ 4.85 JCM	\$ 5.75 FORD
2	1"	ea Brand	\$ 5.00 JCM	\$ 4.74 SB	\$ 6.05 FORD	\$ 4.40 JCM	\$ 4.85 JCM	\$ 6.25 FORD
3	1 ¼"	ea Brand	\$ 5.00 JCM	\$ 4.87 SB	\$ 6.28 FORD	\$ 4.40 JCM	\$ 4.85 JCM	\$ 6.48 FORD
4	1 ½"	ea Brand	\$ 6.00 JCM	\$ 5.07 SB	\$ 6.71 FORD	\$ 5.50 JCM	\$ 4.85 JCM	\$ 6.93 FORD
5	2"	ea Brand	\$ 6.00 JCM	\$ 6.72 SB	\$ 7.34 FORD	\$ 6.60 JCM	\$ 5.65 JCM	\$ 7.57 FORD
6	2 ½"	ea Brand	\$ 7.00 JCM	\$ 7.15 SB	\$ 8.99 FORD	NO BID	\$ 5.60 JCM	\$ 9.28 FORD
Repair clamps - 6" Long								
1	¾"	ea Brand	\$ 8.00 JCM	\$ 8.09 SB	\$ 10.38 FORD	\$ 7.70 JCM	\$ 8.50 JCM	\$ 10.71 FORD
2	1"	ea Brand	\$ 9.00 JCM	\$ 8.61 SB	\$ 10.84 FORD	\$ 8.80 JCM	\$ 9.07 JCM	\$ 11.18 FORD
3	1 ¼"	ea Brand	\$ 9.00 JCM	\$ 9.07 SB	\$ 11.65 FORD	\$ 9.90 JCM	\$ 9.07 JCM	\$ 12.03 FORD
4	1 ½"	ea Brand	\$ 10.00 JCM	\$ 9.87 SB	\$ 11.36 FORD	\$ 9.90 JCM	\$ 10.20 JCM	\$ 11.72 FORD
5	2"	ea	\$ 11.00	\$ 10.70	\$ 13.28	\$ 15.20	\$ 10.20	\$ 13.70

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21							
		Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main
6	2 1/2"	Brand ea Brand	JCM \$ 14.00 JCM	SB \$ 14.30 SB	FORD \$ 15.33 FORD	JCM NO BID JCM	FORD \$ 15.82 FORD
1	Full Circle Repair Clamps - JCM - 7 1/2"			(8")			
2	2"	ea	\$ 36.00	\$ 32.10	\$ 66.00	\$ 42.90	\$ 61.18
	Range(s)	ea	\$ 37.00	\$ 33.80	\$ 66.00	\$ 44.67	\$ 64.76
	2.35-2.63	Brand	SMITH BLAIR	SMITH BLAIR	JCM	FORD	FORD
	2.70-3.13			POWERSEAL			
3	3"	ea	\$ 40.00	\$ 38.00	NO BID	\$ 46.62	\$ 66.90
	Range(s)	ea	\$ 41.00	\$ 39.20	\$ 76.00	\$ 46.62	\$ 66.90
	2.97-3.25	ea	\$ 42.00	\$ 40.90	\$ 76.00	\$ 46.62	\$ 66.90
	3.46-3.70	ea	\$ 43.00	\$ 40.97	NO BID	\$ 46.20	\$ 66.90
	3.73-4.00	Brand	SMITH BLAIR	SMITH BLAIR	JCM	FORD	FORD
4	4"	ea	\$ 45.00	\$ 41.50	\$ 82.00	\$ 46.20	\$ 77.12
	Range(s)	ea	\$ 46.00	\$ 41.66	\$ 82.00	\$ 44.45	\$ 77.12
	4.45-4.73	ea	\$ 47.00	\$ 42.20	\$ 82.00	\$ 44.45	\$ 77.12
	4.74-5.14	ea	\$ 48.00	\$ 45.50	\$ 110.00	\$ 44.45	\$ 77.12
	4.95-5.35	Brand	SMITH BLAIR	SMITH BLAIR	JCM	FORD	FORD
5	5.22-5.62			POWERSEAL			
	6"	ea	\$ 49.00	\$ 47.10	\$ 110.00	\$ 49.70	\$ 80.50
	Range(s)	ea	\$ 53.00	\$ 49.10	\$ 110.00	\$ 49.70	\$ 80.50
	5.95-6.35	ea	\$ 54.00	\$ 48.19	\$ 110.00	\$ 56.20	\$ 80.50
	6.56-6.96	ea	\$ 55.00	\$ 49.71	\$ 110.00	\$ 56.20	\$ 80.50
6	7.05-7.45	Brand	SMITH BLAIR	SMITH BLAIR	JCM	FORD	FORD
	7.95-8.35	ea	\$ 60.00	\$ 55.60	\$ 117.00	\$ 56.50	\$ 102.97
	Range(s)	ea	\$ 63.00	\$ 57.00	\$ 117.00	\$ 56.50	\$ 102.97
	8.54-8.94	ea	\$ 64.00	\$ 62.00	\$ 117.00	\$ 56.50	\$ 102.97
	8.99-9.39	ea	\$ 66.00	\$ 62.00	NO BID	\$ 64.20	\$ 102.97
7	9.27-9.67	ea	\$ 70.00	\$ 65.40	NO BID	\$ 64.20	\$ 102.97
	9.7-10.10	Brand	SMITH BLAIR	SMITH BLAIR	JCM	FORD	FORD

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21							
		Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main
7	Range(s)	ea	\$ 80.00	\$ 73.20	\$ 61.21	\$ 151.12	\$ 103.22
		ea	\$ 80.00	\$ 70.30	\$ 61.21	\$ 151.12	\$ 103.22
		ea	\$ 80.00	\$ 73.00	\$ 61.21	\$ 151.12	\$ 103.22
	12"	Brand	SMITH BLAIR	SMITH BLAIR	POWERSEAL	JCM	FORD
	Range(s)	ea	\$ 88.00	\$ 80.95	\$ 67.55	\$ 174.00	\$ 119.51
		Brand	SMITH BLAIR	SMITH BLAIR	POWERSEAL	JCM	FORD
1	Full Circle Repair Clamps - JCM - 12 1/2"						
2	2"	ea	\$ 60.00	\$ 57.20	\$ 45.43		
	Range(s)	ea	\$ 64.00	\$ 57.60	\$ 45.43		
		Brand	SMITH BLAIR	SMITH BLAIR	POWERSEAL	NO BID	NO BID
	3"	ea	\$ 67.00	\$ 62.00	\$ 53.99		
3	Range(s)	ea	\$ 68.00	\$ 64.20	\$ 53.99		
		ea	\$ 69.00	\$ 64.90	\$ 53.99		
		ea	\$ 73.00	\$ 70.00	\$ 53.99		
		Brand	SMITH BLAIR	SMITH BLAIR	POWERSEAL	NO BID	NO BID
4	4"	ea	\$ 75.00	\$ 75.00	\$ 55.30		
	Range(s)	ea	\$ 76.00	\$ 69.40	\$ 55.30		
		ea	\$ 78.00	\$ 75.00	\$ 55.30		
		ea	\$ 80.00	\$ 71.54	\$ 55.30		
		Brand	SMITH BLAIR	SMITH BLAIR	POWERSEAL	NO BID	NO BID
4	6"	ea	\$ 84.00	\$ 82.00	\$ 62.51		
	Range(s)	ea	\$ 85.00	\$ 78.00	\$ 62.51		
		ea	\$ 86.00	\$ 82.00	\$ 62.51		
		ea	\$ 87.00	\$ 87.80	\$ 62.51		
		Brand	SMITH BLAIR	SMITH BLAIR	POWERSEAL	NO BID	NO BID

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21							
		Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main
5	8" Range(s)	\$ 7.95-8.35 ea \$ 8.54-8.94 ea \$ 8.99-9.39 ea \$ 9.27-9.67 ea \$ 9.7-10.10 ea Brand	\$ 95.00 \$ 99.00 \$ 103.00 \$ 106.00 \$ 114.00 SMITH BLAIR	\$ 96.00 \$ 104.00 \$ 104.00 \$ 104.00 \$ 105.80 SMITH BLAIR POWERSEAL	\$ 73.37 \$ 73.37 \$ 73.37 \$ 73.37 \$ 73.37	NO BID	NO BID
6	10" Range(s)	\$ 11.75-12.15 ea \$ 10.64-11.04 ea \$ 11.04-11.46 ea Brand	\$ 128.00 \$ 128.00 \$ 128.00 SMITH BLAIR	\$ 122.00 \$ 122.00 \$ 122.00 SMITH BLAIR POWERSEAL	\$ 86.43 \$ 86.43 \$ 86.43	NO BID	NO BID
7	12" Range(s)	\$ 13.10-13.5 ea Brand	\$ 142.00 SMITH BLAIR	\$ 135.00 SMITH BLAIR POWERSEAL	\$ 93.07	NO BID	NO BID
Bell Joint Clamps							
1	4"	\$ 103.00 ea SMITH BLAIR Brand	\$ 90.00 SMITH BLAIR	\$ 63.03 FORD	\$ 92.05 JCM	\$ 65.00 FORD	\$ 65.03 FORD
2	6"	\$ 112.00 ea SMITH BLAIR Brand	\$ 100.00 SMITH BLAIR	\$ 73.76 FORD	\$ 101.00 JCM	\$ 76.05 FORD	\$ 76.09 FORD
3	8"	\$ 153.00 ea SMITH BLAIR Brand	\$ 138.00 SMITH BLAIR	\$ 96.02 FORD	NO BID	\$ 99.00 FORD	\$ 99.06 FORD
4	12"	\$ 210.00 ea SMITH BLAIR Brand	\$ 186.00 SMITH BLAIR	\$ 130.57 FORD	NO BID	\$ 134.60 FORD	\$ 134.70 FORD

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21								
		Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main	
	Foster adapters or approved equal							
1	4"	ea Brand	NO BID	\$ 63.00 STAR	\$ 67.32 INFAC	NO BID	\$ 58.90 SIP	\$ 65.35 ST/SIG/SIP
2	6"	ea Brand	NO BID	\$ 78.00 STAR	\$ 84.16 INFAC	NO BID	\$ 75.70 SIP	\$ 83.21
3	8"	ea Brand	NO BID	\$ 118.00 STAR	\$ 122.05 INFAC	NO BID	\$ 113.60 SIP	\$ 122.06
4	12"	ea Brand	NO BID	\$ 220.00 STAR	\$ 184.16 INFAC	NO BID	\$ 175.70 SIP	\$ 184.18
XIV.	Cast Iron Saddles-Baker, Ford, Smith Blair, Mueller, Rockwell with extended range to fit all pipes.							
	MAIN Size	Tap Size - Cast Iron C900						
1	12"	ea Brand	\$ 71.00 SMITH BLAIR	\$ 37.14 SB	\$ 39.02 POWERSEAL	\$ 71.00 JCM	\$ 40.62 FORD	\$ 40.67 FORD
	2" IPT	ea Brand	\$ 82.00 SMITH BLAIR	\$ 48.00 SB	\$ 50.37 POWERSEAL	\$ 78.00 JCM	\$ 52.45 FORD	\$ 52.50 FORD
2	10"	ea Brand	\$ 62.00 SMITH BLAIR	\$ 31.00 SB	\$ 30.87 POWERSEAL	\$ 61.00 JCM	\$ 32.10 FORD	\$ 32.17 FORD
	2" IPT	ea Brand	\$ 72.00 SMITH BLAIR	\$ 41.00 SB	\$ 42.63 POWERSEAL	\$ 70.00 JCM	\$ 44.40 FORD	\$ 44.43 FORD
3	8"	ea Brand	\$ 51.00 SMITH BLAIR	\$ 22.50 SB	\$ 22.93 POWERSEAL	\$ 56.00 JCM	\$ 23.85 FORD	\$ 23.90 FORD
	2" IPT	ea Brand	\$ 59.00 SMITH BLAIR	\$ 30.00 SB	\$ 31.71 POWERSEAL	\$ 59.00 JCM	\$ 33.00 FORD	\$ 33.05 FORD
4	6"	ea Brand	\$ 44.00 SMITH BLAIR	\$ 21.00 SB	\$ 20.35 POWERSEAL	\$ 41.50 JCM	\$ 21.18 FORD	\$ 21.22 FORD

Group J1 - Water & Sewer Line Supplies Contract Period 01-01-20 through 12-31-20 Renewable Option 01-01-21 through 12-31-21							
		Consolidated Pipe	Central Pipe Supply, Inc.	Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main
5	4" 2" IPT	ea Brand	\$ 53.00 SMITH BLAIR	\$ 24.20 SB POWERSEAL	\$ 47.50 JCM	\$ 27.00 FORD	\$ 27.08 FORD
	1"cc	ea Brand	\$ 38.00 SMITH BLAIR	\$ 17.40 SB POWERSEAL	\$ 39.00 JCM	\$ 18.82 FORD	\$ 18.87 FORD
	2" IPT	ea Brand	\$ 47.00 SMITH BLAIR	\$ 23.10 SB POWERSEAL	\$ 45.00 JCM	\$ 25.55 FORD	\$ 25.33 FORD
XV.	Fire hydrants/kits/brass nipples/misc.						
1	3-Way Hydrant 18" bury size 5 1/4"	ea Brand Model	\$ 1,301.00 MUELLER A423	\$ NO BID MUELLER A423	NO BID	NO BID	NO BID
2	24" bury size 5 1/4"	ea Brand Model	\$ 1,335.00 MUELLER A423	\$ NO BID MUELLER A423	NO BID	NO BID	NO BID
3	3' bury size 5 1/4"	ea Brand Model	\$ 1,439.00 MUELLER A423	\$ 1,350.00 M&H 129.00	\$ 1,298.97 M&H 129.00	\$ 1,352.00 M&H 129.00	NO BID
4	4' bury size 5 1/4"	ea Brand Model	\$ 1,549.00 MUELLER A423	\$ 1,405.00 M&H 129.00	\$ 1,362.21 M&H 129.00	\$ 1,417.75 M&H 129.00	NO BID
5	2-Way Hydrant 18" bury size 5 1/4"	ea Brand Model	\$ 1,168.00 MUELLER A423	\$ NO BID	NO BID	NO BID	NO BID
6	24" bury size 5 1/4"	ea Brand Model	\$ 1,202.00 MUELLER A423	\$ NO BID	NO BID	NO BID	NO BID
7	3' bury size 5 1/4"	ea Brand Model	\$ 1,308.00 MUELLER A423	\$ 1,160.00 M&H 129.00	NO BID	\$ 1,249.00 M&H 129.00	NO BID

Group J1 - Water & Sewer Line Supplies
Contract Period 01-01-20 through 12-31-20
Renewable Option 01-01-21 through 12-31-21

		Consolidated Pipe		Central Pipe Supply, Inc.		Ferguson Waterworks	Southern Pipe & Supply	Coburn Supply	Core & Main
8	4' bury size 5 1/4"	ea	\$ 1,379.00 MUELLER A423	\$ 1,280.00 M&H \$ 129.00	\$ 1,384.00 MUELLER A423		NO BID	\$ 1,314.90 M&H \$ 129.00	NO BID
Fire hydrant accessories: Extension kit for 5 1/4" main valve opening. (barrel, stem, coupling, etc.)									
1	M & H 129 12"	ea	NO BID	\$ 250.00	NO BID		NO BID	\$ 459.50	NO BID
2	M & H 129 18"	ea	NO BID	\$ 260.00	NO BID		NO BID	\$ 521.50	NO BID
1	M & H 929 12"	ea	NO BID	NO BID	NO BID		NO BID	\$ 464.80	NO BID
2	M & H 929 18"	ea	NO BID	NO BID	NO BID		NO BID	\$ 527.40	NO BID
1	Mueller A-422 12"	ea	\$ 545.00	NO BID	\$ 525.00		NO BID	NO BID	NO BID
2	Mueller A-422 18"	ea	\$ 595.00	NO BID	\$ 598.00		NO BID	NO BID	NO BID
1	Mueller A-423 12"	ea	\$ 545.00	NO BID	\$ 525.00		NO BID	NO BID	NO BID
2	Mueller A-423 18"	ea	\$ 595.00	NO BID	\$ 598.00		NO BID	NO BID	NO BID

Southern Pipe & Supply - GPT 2202 34th Street, Gulfport, MS 39501 228-863-2505 - phone 228-863-1729 - fax ed boykin@southernpipe.com	Coburns Supply 2911 25th Avenue, Gulfport, MS 39501 225-202-7808 - phone 228-864-9354 mtate@coburns.com	Consolidated Pipe 9337-B W.Oaklawn Rd., Gulfport, MS 39532 228-304-0025 - phone 228-396-8889 - fax wturner@consolidatedpipe.com
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Ferguson Water Works 14231 Seaway Rd., Unit B-5, Gulfport, MS 39503 228-863-2757 - phone 228-763-6587 - fax catrina.walker@ferguson.com	Core and Main 4210 Halls Mill Rd., Mobile, AL 36693 251-443-1725 - phone 251-661-7769 brent.baggett@coreandmain.com	Central Pipe Supply, Inc. 101 Ware Rd. Pearl, MS 39208 800-844-7700 - phone 601-932-8944 - fax btager@centralpipe.com
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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 AWARDING BID FOR “TERM CONTRACT GROUP J1 – WATER & SEWER LINE SUPPLIES, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND CENTRAL PIPE SUPPLY, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group J1 – Water & Sewer Line Supplies) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and six (6) bids were received on the commodity noted above, with CENTRALD PIPE SUPPLY, INC., of Gulfport, Mississippi, being the low bidder for those items noted on the bid tabulation sheet under the CENTRAL PIPE SUPPLY, INC. name and shaded in gray, as referenced in the Memorandum of Connie Debenport, CPPB, Purchasing Manager, and tabulation sheet which is attached hereto as Exhibit “A”; and

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

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

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

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

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 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 (Group J1 – Water & Sewer Line Supplies)
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 CENTRAL PIPE SUPPLY, INC. (hereinafter called SUPPLIER).

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

Article I. Commodities.

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

Article II. Contract Times.

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

This Contract will be effective for the period January 1, 2020 thru December 31, 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 January 1, 2020.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

CENTRAL PIPE SUPPLY, INC.

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDED BID FOR “TERM CONTRACT GROUP J1 – WATER & SEWER LINE SUPPLIES”, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND COBURN SUPPLY COMPANY, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group J1 – Water & Sewer Line Supplies) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and six (6) bids were received on the commodity noted above, with COBURN SUPPLY COMPANY, INC. of Gulfport, Mississippi, being the low bidder for those items noted on the bid tabulation sheet under the COBURN SUPPLY COMPANY, INC. name and shaded in gray, as referenced in the Memorandum of Connie Debenport, CPPB, Purchasing Manager, and tabulation sheet which is attached hereto as Exhibit “A”; and

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

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

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

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

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 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 (Group J1 – Water & Sewer Line Supplies)
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 COBURN SUPPLY COMPANY, INC. (hereinafter called SUPPLIER).

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

Article I. Commodities.

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

Article II. Contract Times.

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

This Contract will be effective for the period January 1, 2020 thru December 31, 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.

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

Article V. Contract Documents.

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

Article VI. Warranties.

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

Article VI. Miscellaneous.

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

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

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

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

Article VII. Hold Harmless.

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

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

This Agreement will be effective on January 1, 2020.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

COBURN SUPPLY COMPANY, INC.

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDING BID FOR “TERM CONTRACT GROUP J1 – WATER & SEWER LINE SUPPLIES, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND CONSOLIDATED PIPE & SUPPLY COMPANY, INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group J1 – Water & Sewer Line Supplies) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and six (6) bids were received on the commodity noted above, with CONSOLIDATED PIPE & SUPPLY COMPANY, INC., of Gulfport, Mississippi, being the low bidder for those items noted on the bid tabulation sheet under the CONSOLIDATED PIPE & SUPPLY COMPANY, INC. name and shaded in gray, as referenced in the Memorandum of Connie Debenport, CPPB, Purchasing Manager, and tabulation sheet which is attached hereto as Exhibit “A”; and

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

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

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

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

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 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 (Group J1 – Water & Sewer Line Supplies)
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 CONSOLIDATED PIPE & SUPPLY COMPANY, INC. (hereinafter called SUPPLIER).

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

Article I. Commodities.

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

Article II. Contract Times.

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

This Contract will be effective for the period January 1, 2020 thru December 31, 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 January 1, 2020.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

CONSOLIDATED PIPE & SUPPLY
COMPANY, INC.

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDING BID FOR “TERM CONTRACT GROUP J1 – WATER & SEWER LINE SUPPLIES, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND CORE & MAIN, LP AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group J1 – Water & Sewer Line Supplies) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and six (6) bids were received on the commodity noted above, with CORE & MAIN, LP of Mobile, Alabama, being the low bidder for those items noted on the bid tabulation sheet under the CORE & MAIN, LP name and shaded in gray, as referenced in the Memorandum of Connie Debenport, CPPB, Purchasing Manager, and tabulation sheet which is attached hereto as Exhibit “A”; and

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

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

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

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

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 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 (Group J1 – Water & Sewer Line Supplies)
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 CORE & MAIN, LP (hereinafter called SUPPLIER).

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

Article I. Commodities.

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

Article II. Contract Times.

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

This Contract will be effective for the period January 1, 2020 thru December 31, 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 January 1, 2020.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

CORE & MAIN, LP

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDING BID FOR “TERM CONTRACT GROUP J1 – WATER & SEWER LINE SUPPLIES, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND FERGUSON WATERWORKS AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group J1 – Water & Sewer Line Supplies) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and six (6) bids were received on the commodity noted above, with FERGUSON WATERWORKS of Gulfport, Mississippi, being the low bidder for those items noted on the bid tabulation sheet under the FERGUSON WATERWORKS name and shaded in gray, as referenced in the Memorandum of Connie Debenport, CPPB, Purchasing Manager, and tabulation sheet which is attached hereto as Exhibit “A”; and

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

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

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

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

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 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 (Group J1 – Water & Sewer Line Supplies)
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 FERGUSON WATERWORKS (hereinafter called SUPPLIER).

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

Article I. Commodities.

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

Article II. Contract Times.

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

This Contract will be effective for the period January 1, 2020 thru December 31, 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 January 1, 2020.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

FERGUSON WATERWORKS

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDED BID FOR “TERM CONTRACT GROUP J1 – WATER & SEWER LINE SUPPLIES”, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND SOUTHERN PIPE & SUPPLY COMPANY, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group J1 – Water & Sewer Line Supplies) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and six (6) bids were received on the commodity noted above, with SOUTHERN PIPE & SUPPLY COMPANY, INC. of Gulfport, Mississippi, being the low bidder for those items noted on the bid tabulation sheet under the SOUTHERN PIPE & SUPPLY COMPANY, INC. name and shaded in gray, as referenced in the Memorandum of Connie Debenport, CPPB, Purchasing Manager, and tabulation sheet which is attached hereto as Exhibit “A”; and

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

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

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

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

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 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 (Group J1 – Water & Sewer Line Supplies)
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 SOUTHERN PIPE & SUPPLY, INC. (hereinafter called SUPPLIER).

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

Article I. Commodities.

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

Article II. Contract Times.

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

This Contract will be effective for the period January 1, 2020 thru December 31, 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 January 1, 2020.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

SOUTHERN PIPE & SUPPLY, 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 Debonport, CPPB

Date: November 6, 2019

Ref: Term Contract Group K – Control Panels

Contract Period 01/01/2020 thru 12-31-2020

Renewable Period 01/01/2021 thru 12/31/2021

I have reviewed the bids received on the above referenced group and recommend acceptance of the lowest and best bids as submitted by J. H. Wright and Gulf Coast Pump & Equipment as designated by the highlighted columns on attached spreadsheet.

Thank you for your consideration.

Group K - Pumps for Lift Stations

Contract Period 1-01-20 through 12-31-20

Renewable option 1-01-21 through 12-31-21

		J. H. Wright	Bay Motor Winding	Gulf Coast Pump & Equipment	Control Systems	Allen J. Harris
Lift Stations with transducers						
1	Duplex panel/10 hp pump Brand	\$ 5,560.00 Primex	No Bid	\$ 9,875.00 GCPE	\$ 7,123.00 Control Systems	No Bid
2	Duplex panel/15 hp pump Brand	\$ 5,560.00 Primex	No Bid	\$ 10,150.00 GCPE	\$ 7,261.00 Control Systems	No Bid
3	Duplex panel/20 hp pump Brand	\$ 7,175.00 Primex	No Bid	\$ 11,650.00 GCPE	\$ 8,283.00 Control Systems	No Bid
4	Duplex panel/25 hp pump Brand	\$ 7,550.00 Primex	No Bid	\$ 11,850.00 GCPE	\$ 9,575.00 Control Systems	No Bid
5	Duplex panel/30 hp pump Brand	\$ 7,550.00 Primex	No Bid	\$ 13,554.00 GCPE	\$ 9,621.00 Control Systems	No Bid
Lift Stations with float ball setup						
1	Duplex panel - 5 hp pump Brand	\$ 5,390.00 Primex	No Bid	\$ 8,580.00 GCPE	\$ 5,171.00 Control Systems	No Bid
2	Duplex panel - 7.5 hp pump Brand	\$ 5,390.00 Primex	No Bid	\$ 9,050.00 GCPE	\$ 5,482.00 Control Systems	No Bid
3	Duplex panel - 10 hp pump Brand	\$ 5,575.00 Primex	No Bid	\$ 9,295.00 GCPE	\$ 5,619.00 Control Systems	No Bid
Myers pumps or equal - 230V,3Phase - 40' lead						
1	4vx 30m4-23 - 4" non-log pump 3 hp Brand	\$ 3,350.00 Wilo	No Bid	\$ 3,132.00 Myers	No Bid	\$ 3,677.00 Grundfos SL
2	4vx 50m4-23 - 4" non-log pump 5 hp Brand	\$ 3,350.00 Wilo	No Bid	\$ 3,172.00 Myers	No Bid	\$ 4,180.00 Grundfos SL
3	4vx 75ma-23 - 4" non-log pump 7.5 hp Brand	\$ 3,425.00 Wilo	No Bid	\$ 3,212.00 Myers	No Bid	\$ 4,645.00 Grundfos SL
4	4vx 100ma-23- 4" non-log pump 10 hp Brand	\$ 3,510.00 Wilo	No Bid	\$ 4,036.00 Myers	No Bid	\$ 5,167.00 Grundfos SL
5	4vx 150ma-23- 4" non-log pump 15 hp Brand	\$ 5,540.00 Wilo	No Bid	\$ 4,080.00 Myers	No Bid	\$ 7,016.00 Grundfos SE
6	4vx 200ma-23- 4" non-log pump 20 hp Brand	\$ 7,834.00 Wilo	No Bid	\$ 4,080.00 Myers	No Bid	\$ 7,571.00 Grundfos SE
Submersible pumps -						
1	3 hp with 4" discharge Brand	\$ 2,796.00 Wilo	\$ 3,899.00 Mudbug	\$ 3,872.00 Myers	No Bid	\$ 3,677.00 Grundfos SL
2	5 hp with 4" discharge Brand	\$ 3,050.00 Wilo	\$ 4,230.00 Mudbug	\$ 3,892.00 Myers	No Bid	\$ 4,180.00 Grundfos SL
3	7.5 hp with 4" discharge Brand	\$ 3,300.00 Wilo	\$ 4,425.00 Mudbug	\$ 3,956.00 Myers	No Bid	\$ 4,645.00 Grundfos SL
4	10 hp with 4" discharge Brand	\$ 3,430.00 Wilo	\$ 4,972.00 Mudbug	\$ 4,036.00 Myers	No Bid	\$ 5,167.00 Grundfos SL
5	15 hp with 4" discharge Brand	\$ 4,650.00 Wilo	\$ 5,310.00 Mudbug	\$ 4,100.00 Myers	No Bid	\$ 7,016.00 Grundfos SE
6	20 hp with 4" discharge Brand	\$ 7,075.00 Wilo	\$ 6,517.00 Mudbug	\$ 4,080.00 Myers	No Bid	\$ 7,571.00 Grundfos SE

J. H. Wright & Associates, Inc.
27395 Pollard Rd.
Daphne, AL 36526
(228) 238-3320 - phone
(251) 621-8111 - fax
pcoletta@jhwright.com

Gulf Coast Pump & Equipment
1271 Schillinger Rd.
Mobile, AL 36608
(251) 645-5006 - phone
(251) 645-5038 - fax
blaine@gcpemobile.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 AWARDED BID FOR “TERM CONTRACT GROUP K – CONTROL PANELS FOR LIFT STATION PUMPS, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND J.H. WRIGHT & ASSOCIATES, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group K – Control Panels for Lift Station Pumps) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and five (5) bids were received on the commodity noted above, with J.H. WRIGHT & ASSOCIATES, INC. of Daphne, Alabama, being the low bidder for those items noted on the bid tabulation sheet under the J.H. WRIGHT & ASSOCIATES, INC. name and shaded in gray, as referenced in the Memorandum of Connie Debenport, CPPB, Purchasing Manager, and tabulation sheet which is attached hereto as Exhibit “A”; and

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

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

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

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

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 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 (Group K – Control Panels for Lift Station Pumps)
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 J.H. WRIGHT & ASSOCIATES, INC. (hereinafter called SUPPLIER).

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

Article I. Commodities.

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

Article II. Contract Times.

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

This Contract will be effective for the period January 1, 2020 thru December 31, 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.

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

Article VI. Miscellaneous.

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

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

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

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

Article VII. Hold Harmless.

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

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

This Agreement will be effective on January 1, 2020.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

J.H. WRIGHT & ASSOCIATES, INC.

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL AWARDED BID FOR “TERM CONTRACT GROUP K – CONTROL PANELS FOR LIFT STATION PUMPS, APPROVING AGREEMENT BETWEEN THE CITY OF GULFPORT AND GULF COAST PUMP & EQUIPMENT, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY

WHEREAS, the City of Gulfport desires to enter into a contract for the delivery of certain commodities (Group K – Control Panels for Lift Station Pumps) for a stipulated price for a specified term; and

WHEREAS, pursuant to authority of this City Council, advertisements for bids were published and five (5) bids were received on the commodity noted above, with GULF COAST PUMP & EQUIPMENT, INC. of Mobile, Alabama, being the low bidder for those items noted on the bid tabulation sheet under the GULF COAST PUMP & EQUIPMENT, INC. name and shaded in gray, as referenced in the Memorandum of Connie Debenport, CPPB, Purchasing Manager, and tabulation sheet which is attached hereto as Exhibit “A”; and

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

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

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

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

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 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 (Group K – Control Panels for Lift Stations Pumps)
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 GULF COAST PUMP & EQUIPMENT, INC. (hereinafter called SUPPLIER).

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

Article I. Commodities.

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

Article II. Contract Times.

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

This Contract will be effective for the period January 1, 2020 thru December 31, 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 January 1, 2020.

CITY:

SUPPLIER:

CITY OF GULFPORT, MISSISSIPPI

GULF COAST PUMP & EQUIPMENT, INC.

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the 19th day of November, 2019, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE LANDLORD CONSENT, AND AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport (“City of Gulfport”) has leased certain lands located in the City of Gulfport (the "Leased Premises") to Gulf Islands Water Park, LLC (“Tenant”), pursuant to a Land Lease Agreement and amendments thereto recorded in the Chancery Court for Harrison County Mississippi as Instrument No. 2004-0003270-D-J1, No. 2010-0000845D-J1, and No. 2015-0006349-D-J1; and

WHEREAS, First Guaranty Bank (“Lender”) intends to make a loan or loans to the Tenant (collectively, the “Loan”) to be secured in part by one or more commercial security agreements, assignments of leases and rents, and other (“the Security Agreements”) pursuant to which Lender will be granted security interests and other rights in equipment and other property owned by Tenant as defined in the Security Agreements all pursuant to the State of Mississippi Uniform Commercial Code -- Secured Transactions, MS Code §§ 75-9-101, et. seq.; and

WHEREAS, Lender, has required, as a condition precedent to disbursement of funds by it to Tenant, that the City of Gulfport provide its written consent to Tenants execution of the Security Agreements via execution and delivery of the Landlord Consent document attached hereto as Exhibit “A”.

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

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

Section 2. That the proposed Landlord Consent attached hereto as Exhibit “A” be and the same is hereby approved and found to be in the best interest of the City of Gulfport and the Mayor is authorized to execute and deliver the same on behalf of the City of Gulfport.

Section 3. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect 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 Councilmember _____, seconded by Councilmember _____, and was adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 19th day of November, 2019.

(SEAL)

ATTEST:

ADOPTED:

Brittany Rodgers, Clerk of Council

F.B. “Rusty” Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of November, 2019.

APPROVED:

Billy Hewes, Mayor

LANDLORD CONSENT
(City of Gulfport)

THIS LANDLORD CONSENT AND AGREEMENT ("Consent"), is by and between CITY OF GULFPORT, MISSISSIPPI (hereinafter called "Landlord") and GULF ISLANDS WATER PARK, L.L.C., a Louisiana limited liability company, duly registered in the State of Mississippi and having a Mississippi address of 17200 16th Street, Gulfport MS 39503 (hereinafter called "Tenant") in favor of First Guaranty Bank, 500 W. Pine Street, Ponchatoula, LA 70454 (hereinafter called "Lender").

RECITALS

A. Landlord has heretofore leased certain lands located In the City of Gulfport (the "Leased Premises") to Tenant pursuant to a Land Lease Agreement and amendments thereto recorded in the Chancery Court for Harrison County Mississippi as Instrument No. 2004-0003270-D-J1, No. 2010-0000845-D-J1, and No. 2015-0006349-D-J1 (hereinafter called "Land Lease"); and

B. Lender intends to make a loan or loans to the Tenant (collectively, the "Loan") to be secured in part by one or more commercial security agreements, assignments of leases and rents, and other agreements (collectively the "Security Agreements") pursuant to which Lender will be granted security interests and other rights in equipment and other property owned by Tenant as defined in the Security Agreements (the "Collateral"), all pursuant to the State of Mississippi Uniform Commercial Code -- Secured Transactions, MS Code §§ 75-9-101, *et. seq.*

C. This Consent is executed and delivered by Landlord as a condition precedent to disbursement of funds by Lender under the Loan.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto consent, covenant and agree as follows:

1. Landlord consents to Tenant's execution of Security Agreements granting a security interest to Lender in the Collateral under the State of Mississippi Uniform Commercial Code -- Secured Transactions, MS Code §§ 75-9-101, *et. seq.*

2. Landlord and Tenant hereby acknowledge and agree, and represent to Lender, that, as of the date of this Consent, the Land Lease is in full force and effect and is enforceable in accordance with the terms of the Land Lease, Tenant and Landlord are both in full compliance with and are not in default in any respect under the Land Lease, nor are there any prior events or acts, or failures to act that by reason of lapse of time or failure to act or cure would result in any default by either Landlord or Tenant.

3. Landlord will not assert against the Collateral or in any manner to the prejudice of Lender any statutory, contractual or possessory liens under federal or state law or under the Land Lease, including, without limitation, rights of levy or distraint for rent or any other amounts due under the Land Lease until all of Tenant's obligations and liabilities to Lender are paid and satisfied in full and all financing arrangements between Lender and Tenant have been terminated, all of which rights Landlord hereby waives.

4. None of Tenant's assets now or hereafter located on the Leased Premises shall be deemed to be fixtures or permanent installations and all shall remain movable property regardless of the degree of installation or integration with the land, specifically including all rides, attractions, support structures, systems, pumps, electrical, mechanical and plumbing components.

5. Landlord will notify Lender if Tenant defaults on its Land Lease and allow Lender thirty (30) days from its receipt of such notice in which to cure or cause Tenant to cure any such defaults, however, Lender shall have no duty or obligation to do so and no liability to Landlord as a result of failure to cure any default; nor shall any such failure diminish the rights of Lender hereunder or under the Security Agreements.

6. If Tenant defaults on its obligations to Lender and, as a result, Lender looks to the Collateral, Landlord will not hinder Lender's actions in assembling, sequestering, and taking possession of Tenant's Collateral located on the Premises, will not dispossess Lender of the Collateral, will permit Lender to remove all Collateral from the Leased Premises without charge and will not hinder Lender's actions in enforcing its Security Interests in said assets.

7. The agreements contained herein shall continue in force until all of Tenant's obligations and liabilities to Lender are paid and satisfied in full and all financing arrangements between Lender and Tenant have been terminated.

8. The agreements contained herein may not be modified or terminated orally and shall be binding upon the successors, assigns and personal representatives of the undersigned, upon any successor owner or transferee of the Leases Premises, and upon any purchasers, including any mortgagee, from the undersigned, and all covenants, conditions and agreements herein contained shall be deemed covenants running with the land.

9. Notices. Any notice or demand that either party desires or is required to send to the other(s) shall be in writing, and shall either be deposited in the United States mail, registered or certified, return receipt requested, postage prepaid or be sent by commercial overnight courier delivery service. Notice shall be deemed effective upon receipt, as evidenced by a signed return receipt or commercial overnight courier air bill. All notices shall be addressed to the parties as follows (or at such other address as any party shall advise the other parties):

If to Landlord: City of Gulfport
P.O. Box 1780
Attn: Mayor or City Attorney
Gulfport, MS 39502

If to Tenant: Gulf Islands Water Park, L.L.C.
Attn: Paul D. Rees
7039 Hwy 190 East Svc Rd Ste A
Covington, LA 70433

If to Lender: First Guaranty Bank
Attn: Craig Scelfo
Re: Gulf Islands Water Park, LLC
500 W. Pine St.
Pontchatoula, LA 70454

10. This Consent may be executed in two or more counterparts and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all counterparts taken together shall constitute one and the same instrument.

(signatures appear on the following pages)

IN WITNESS WHEREOF, the parties hereto have executed and delivered this agreement.

LANDLORD:

CITY OF GULFPORT

By: _____

Date: _____

Honorable Billy Hewes, Mayor

STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the _____ day of _____, 2019, Billy Hewes, personally known to me to be the Mayor of the City of Gulfport, Mississippi, who acknowledged to me that he signed, executed and delivered original counterparts of the above and foregoing instrument in writing on the date therein mentioned, having been first duly authorized so to act.

My Commission Expires:

NOTARY PUBLIC

TENANT:
GULF ISLANDS WATER PARK, L.L.C.
BY ITS MANAGER COASTAL ENTERTAINMENT OPERATIONS, LLC

By Glenn M. Haggerty, Manager

Date: _____

By: Paul D. Rees, Manager

Date: _____

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the ____ day of _____, 2019, Paul D. Rees and Glenn M. Haggerty, who acknowledged to me that they signed, executed and delivered original counterparts of the above and foregoing instrument in writing on the dates therein mentioned, having been first duly authorized so to act.

My Commission Expires:

NOTARY PUBLIC

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 HOST AGENCY AGREEMENTS WITH SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT, 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 is governed by its Mayor and City Council ("Governing Authority"); and

WHEREAS, the City of Gulfport participates in the Senior Community Service Employment Program which is operated under Title V of the Older Americans Act; and

WHEREAS, approval and execution of two (2) Host Agency Agreements is required in order for the City to continue as a participant in the aforementioned program; and

WHEREAS, it is in the best interest of the City of Gulfport that the two (2) Host Agency Agreements attached hereto collectively as Exhibit "A" be approved and executed on behalf 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 two (2) Host Agency Agreements be and they are 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
DEWEY PHILLIP BRYANT, GOVERNOR
DEPARTMENT OF EMPLOYMENT SECURITY
MARK HENRY
EXECUTIVE DIRECTOR

SCSEP Host Agency Agreement

As part of the Senior Community Service Employment Program, operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by the:

City of Gulfport

a governmental agency or a **non-profit agency** designated under Section 501(c)(3) of the Internal Revenue Code, (hereinafter referred to as the Host Agency), and

Southern Mississippi Planning and Development District

Sponsor Agency.

The intent of this agreement is to furnish useful community service assignments for low-income mature workers who are 55 years of age or older, in order to increase their skills and assist transition to permanent employment.

The Host Agency agrees:

- To provide a safe and healthful environment, adequate orientation and training, additional training as needed to meet employment goals, and to treat each participant as a valued worker in the Host Agency.
- To assist the Sponsor agency in placing one or more participants per year in a job off of the program; and to consider participants for regular employment on its staff when vacancies occur or when new positions are created.
- To abide by mutually agreed to schedules, documented by properly prepared time sheets and periodic performance evaluations. Participants may be required to attend periodic meetings during regular working hours, and the Host Agency recognizes that they will be unavailable at the Host Agency during these times.
- To ensure that each participant's assignment does not displace currently employed or laid-off workers, replace others working in assisted programs, or reduce regular house work, wages or benefits.
- Not to discriminate against any participant because of race, color, religion, sex, national origin, or disability.
- To send a representative to a group meeting of host agency supervisors. Group meetings of host agency supervisor or designated representatives will be held annually to acquaint all concerned with the SCSEP goals and objectives.

- That no other national Title V SCSEP project sponsor will use this Host Agency site while this Agreement is in effect; and
- **To inform the Sponsor Agency immediately if its Section 501(c)(3) certification is changed.**

The Sponsor Agency Agrees:

- To recruit, enroll, assess and assign a SCSEP participant to the Host Agency for the purpose of engaging in a productive community service assignment with duties and tasks as specified in a written community service assignment description.
- To be responsible for all administrative and fiscal controls for the assignment and for paying wages and providing required fringe benefits to each participant.

The Sponsor Agency reserves the right to reassign any participant whenever reassignment will increase opportunities for training or unsubsidized employment, will serve the best interest of the participant, or will better support the goals and objectives of the SCSEP program.

This agreement may be amended by mutual agreement.

This Agreement is in effect from: July 1, 2019 to June 30, 2020

SIGNED - HOST AGENCY

Name of Agency: City of Gulfport

Address: 1410 24th Avenue, Gulfport, MS 39501
(Please submit physical address to include street, city/town & ZIP)

Mailing Address if different from above: P.O. Box 1780, Gulfport, MS 39501
(Please include street and/or P.O. Box, city/town & ZIP)

Telephone Number: (228) 868-5700 FAX Number: (228)868-5833
(Including area code)

Federal Employer Identification Number: 64-6000413 State: Mississippi

Representative's Name: Billy Hewes III Title: Mayor

Signature: _____ Date: _____

Supervisor's Email address (if applicable): cmillender@gulfport-ms.gov

SIGNED - SCSEP PROJECT SPONSOR

Project Sponsor: Southern Mississippi Planning and Development District

Name & Title: Janice Hale, Program Manager Phone: (228) 868-2311 Fax: (228) 868-2550

Signature: Janice Hale Date: 10.10.2019

Program Manager's Email Address: jhale@smpdd.com

DEFINITION OF HOST AGENCY STATUS

☒ This host agency is a government agency. FEIN: 64-6000413 (Required by USDOL).

or

☐ This host agency is a certified non-profit agency under Section 501(c) (3) of the
United States Internal Revenue Code. FEIN: _____ (Required by USDOL).

☐ 501(c) (3) documentation is attached.

☐ 501(c) (3) documentation is already on file with the sponsor.

Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so that enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties.

However, Enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the Public. Enrollees may not operate host agency vehicles. Enrollees are not allowed to handle cash transactions without direct Agency supervision.

Include enrollees in staff development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure that they are completed correctly and forwarded to the Project Director.

Assure that enrollees do not work more than the twenty hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure that enrollees do not displace or replace paid employees.

Provide a safe and hazard free working environment for the enrollee and report all accidents immediately to the Project Director.



SSAI SCSEP Host Agency Agreement

To comply with the requirements of the Senior Service America, Inc. (SSAI), Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by

City of Gulfport, hereinafter referred to as the Host Agency, and **Southern Mississippi Planning and Development District**, hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each participant, to provide the orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each participant as a regular member of the Host Agency staff.

The Host Agency agrees to consider each participant for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created. The Host Agency will also recommend suitable training for unsubsidized placement of the participant. A detailed training plan, which includes skills to be attained and timelines for achieving the goal, will be documented in the participant's Individual Employment Plan (IEP) and Community Service Assignment Description. The Community Service Assignment Description must specify the nature of the assignment, the hours each participant will train, specific duties and tasks to be performed.

As the onsite day-to-day supervisor of assigned participants, the Host Agency agrees to document any inappropriate work behaviors of participants that may lead to progressive discipline, or other incidents, and call and discuss with the Project Sponsor.

The Host Agency also agrees to notify the Project Sponsor of any unscheduled leave time of the participants, particularly absences of three days or longer.

The Host Agency understands that the length of time that a participant may remain in the same assignment will be determined in their IEP. The Host Agency understands that the Sponsor Agency may reassign any participant when that reassignment will increase the participant's opportunities for training or unsubsidized employment, or will otherwise serve the best interests of the participant.

While this agreement is in effect, the Host Agency agrees not to provide community service assignments for participants serving through other national Title V project sponsor.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each participant and to provide: properly prepared time sheets (the supervisor will confirm that the participants worked the hours claimed on their time sheet, and will assure that both they and the participant signs the time sheet); periodic performance evaluations; and other required documents. The Host Agency agrees and understands that each participant will be required to attend periodic SCSEP meetings during regular working hours.

The Host Agency agrees that the community service assignments for any participant are to be similar to "in demand" or "growth industries" private sector jobs, such as health care; child day care; education; or green jobs. However, these assignments will not result in the displacement of currently employed workers; or in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the participant for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a participant on the grounds of race, color, age, religion, sex, national origin, age, or disability.

The Host Agency agrees that participants currently assigned to the Host Agency are not to volunteer at the Host Agency, whether it be similar activity as the Community Service Assignment, or any other activity.

The Host Agency agrees to send a representative to a host agency supervisor's meeting. Host Agency supervisor's meetings will be held annually to acquaint all concerned with the SCSEP goals and objectives. The Host Agency agrees to participate in the DOL Customer Satisfaction Survey if solicited.

The Host Agency agrees to provide documentation of in-kind contributions. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any participant.

The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c)(3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c)(3) agency, a copy of that certification is attached or is on file with the Sponsor Agency and is still in effect. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c)(3) certification is revoked.

The Sponsor Agency agrees to recruit, enroll, and assign a participant to the Host Agency for the purpose of engaging in productive community service employment.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits to each participant. The Host Agency does not provide Workers' Compensation insurance for participants.

This Agreement may not be amended except upon written agreement between the parties.

This Agreement is in effect from July 1, 2019 to June 30, 2020.

Signed — Host Agency

Host Agency: City of Gulfport

Representative Name/Signature: Billy Hewes III / Signed:

Representative Title: Mayor

Host Agency Supervisor(s): Cheryl Millender, HR manager

Address: 1410 24th Avenue, Gulfport MS 39501/P.O.Box 1780, Gulfport, MS 39502

Phone: (228) 868-5700 Fax: (228) 868-5833

Email: cmillender@gulfport-ms.gov Date: _____

Signed — SCSEP Sponsor

SCSEP Sponsor: South Mississippi Planning and Development District

Representative Name/Signature: Janice Hale / Signed: Janice Hale

Title: Program Manager and Dept. Head

Address: 10441 Corporate Drive, Suite #1, Gulfport MS 39503

Phone: (228) 868-2311 Fax: (228) 868-2550

Email: jahale@smpdd.com Date: 10.10.2019

Definition of Host Agency status (Check one)

- ☐ This host agency is a certified non-profit agency under Section 501(c)(3) of the United States Internal Revenue Code.

FEIN: _____ (Required by USDOL)

_____ 501(c)(3) documentation is attached.

_____ 501(c)(3) documentation is already on file with the sponsor.

- ☒ This host agency is a government agency. FEIN: 64-6000413 (Required by USDOL)

Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties. **However, enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Host Agency supervision.**

Include enrollees in staff-development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure they are completed correctly and forwarded to the Project Director.

Assure enrollees do not work more than the 20 hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure enrollees do not displace or replace paid employees.

Provide a safe and hazard-free working environment for the enrollee and report all accidents immediately to the Project Director.

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 19th day of November, 2019, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE USE ACCESS LICENSE AGREEMENT WITH CARTER GREEN INVESTMENTS, LLC, AND AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport is preparing for the Harbor Lights Winter Festival to be held in Jones Park from November 22, 2019, thru December 31, 2019; and

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

WHEREAS, to provide adequate parking for the 2019 Festival, it is necessary that the City secure the right to park on property owned by the Gulfport Redevelopment Commission and leased by the Gulfport Redevelopment Commission to Carter Green Investments, LLC, according to the terms and provisions of the Use Access License Agreement attached hereto as Exhibit “A”; and

WHEREAS, it is in the best interest of the City of Gulfport that the attached License Agreement be approved and the Mayor authorized to execute and deliver the same.

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 Use Access License Agreement attached hereto as Exhibit “A” be and the same is hereby approved and found to be in the best interest of the City of Gulfport and the Mayor is authorized to execute the same on behalf of the City of Gulfport.

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

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

YEAS:

NAYS:

ABSENT:

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 19th day of November, 2019.

(SEAL)

ATTEST:

ADOPTED:

Brittany Rodgers, Clerk of Council

F.B. “Rusty” Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of November, 2019.

APPROVED:

Billy Hewes, Mayor

Use Access License Agreement ("Agreement")

The City of Gulfport Mississippi ("**User**") has requested access to the certain paved and non-paved portions of space contained within the 4.360 acre tract of land owned by the Gulfport Redevelopment Commission, the urban renewal agency of the City of Gulfport ("**GRC**") and currently leased to Carter Green Investments, LLC, a Mississippi limited liability company ("**Lessee**"), pursuant to that certain Amended and Restated Ground Lease dated September 1, 2019 ("**Ground Lease**"), located in the vicinity of the Bert Jones Yacht Basin, Gulfport, Mississippi (the "**Property**") for the purpose of event parking and pedestrian access to Jones Park and the User's Christmas Light festival and other surrounding public areas (the "**Event**"). Limited access rights are being granted pursuant to the specific terms and provisions of this Agreement.

The following is the contact information for:

User:

Name of Contact Person: John Kelly
Email Address: jkelly@gulfport-ms.gov
Physical Address: P.O. Box 1780
Gulfport, Mississippi 39502

Alternate Contact Person: Jeff Bruni
Email Address: jbruni@gulfport-ms.gov

Lessee:

Name of Contact Person: Rick Carter
Email Address: jcarterco@aol.com
Physical Address: P.O. Box 1600
Gulfport, Mississippi 39502

Alternate Contact Person: Michael E. Bruffey
Email Address: mike.bruffey@islandviewcasino.com

GRC:

Name of Contact Person: Meadows, Carole Lynn
Email Address: carole.meadows@mgccc.edu
Physical Address: 2309 15th Street
Gulfport, Mississippi 39501

Alternate Contact Person: Steve Hendrix
Email Address: Steve.Hendrix@butlersnow.com

Lessee hereby grants a limited right of access upon the terms and conditions contained herein and to which User agrees and GRC consents, intending to be legally bound, as follows:

1. **License to Access Property:** Lessee hereby grants a revocable license to User to use the common unimproved areas of the Property, to include the paved and non-paved parking areas, solely for the purpose of the Event. Such license and access will be used by User only for the designated purpose and no other. Access will be limited to these portions of the Property on the following date(s): November 19, 2019 through December 31, 2019 (“**Term**”) with the understanding that User will keep the Property in good repair and repair any damage that may be caused to the Property at the end of this Term. It is not the intention or agreement of the undersigned by their assent hereto to request or grant access to the Property for any other purpose or for any other time periods. **User is accepting the Property in its current condition, on an “AS IS, WHERE IS” basis with all faults. User shall have all the risk of use during the Event as if it is the owner.**

2. **No Fees:** Lessee hereby agrees to allow the use described herein at no cost or fee.

3. **Licensure and Certification:** User hereby certifies that it has all approvals and certificates required by law to undertake the Event.

4. **Proper Conduct and Use:**

a) User shall operate and conduct itself and cause its agents, representatives, invitees and guests to conduct themselves in accordance with all applicable laws and in a manner so as not to cause any harm to persons or property. User shall at all times conduct such Event in a manner so as to not cause damage, loss, cost or expense to the Lessee, GRC or the Property.

b) User shall immediately restore and clean up the affected portions of the Property that are within the scope of this Agreement to their condition as existed immediately preceding such Event.

c) User shall not interfere with the business of Lessee or tenants of the buildings, if any.

d) Parking availability is not guaranteed and shall be limited to designated parking areas.

e) User has been advised and acknowledges that there are no utility or sanitary services currently available on the Property, including, without limitation, electricity, water, sewer or restroom facilities. User will be required to independently make arrangements for any and all necessary utility and sanitary services, including water and sanitary restroom facilities.

f) The User shall be solely responsible for obtaining all security for the Event. Neither the Lessee nor the GRC shall have any obligation to provide any security of any type.

5. **Special Events or Hazards:** No special events or activities shall be held in connection with the Event that are excluded from User’s public liability insurance coverage, unless a separate policy is furnished for the excluded activities naming the Lessee and GRC as insured and fulfilling the same requirements and limits as specified below. The Lessee and GRC shall have the right to refuse to allow any special activity deemed by either party in its sole discretion to be extra hazardous in nature. The Lessee and GRC shall have the unconditional right to refuse to approve any policy of insurance, or the holding of any Event or part thereof, where the Lessee or GRC is not adequately insured against the risk involved as determined by

the Lessee or GRC in its sole discretion.

6. **Possession and Responsibility:** User assumes full possession and control of that portion or those portions of the Property to be exercised according to this Agreement. User assumes full and sole responsibility for the Event and including all risks relating to the Event, any and all accidents on that portion or those portions of the Property permitted to be used by way of this Agreement, 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 User on or about the Property. User agrees to take all reasonable steps to avoid creation of a hazard.

7. **Insurance:** To the extent necessary or prudent, User represents and warrants that it carries and maintains special event liability insurance relating to the Event. Each liability policy shall include an “Additional Insured Endorsement” in favor of the Lessee and GRC, as well as its commissioners and agents thereof.

8. **Notice of any Claim:** In the event of any event, fact or occurrence which may lead to any claim of injury, theft or damage or any threat of any such claim by either User or a third party, User will immediately notify Lessee and GRC in writing of such matter, including reasonable details regarding the time, nature and amount of any such claim and all events relating thereto.

9. **Status as Independent Contractor:** None of the provisions of this Agreement are intended to create (nor shall be deemed or construed to create) any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors, employees, commissioners or agents, shall have authority to bind the other in any manner. The relationship of the parties hereto is that of licensor and licensee, and it is expressly understood and agreed that neither Lessee nor GRC in any way or for any purpose shall become or deemed to be a partner or joint venturer with User.

This Agreement shall be governed by the law of the State of Mississippi. It is understood and acknowledged by the parties that nothing in this Agreement waives or limits or shall be construed to waive or limit any immunities or exemptions from liability afforded to the User under state and/or federal law. The obligations of User set forth above shall survive termination of the event for the applicable statute of limitations period. This Agreement together with the Policies represents the entire agreement of the parties and may not be assigned or modified in any manner without the prior written consent of each of the undersigned. The GRC is an intended third party beneficiary with respect to the benefits running to the GRC as contemplated herein.

[Signature page follows]

The undersigned hereby each represent that they each have authority to execute and delivery this Agreement. Upon execution by both parties, this Agreement will immediately become a binding obligation upon each party enforceable in accordance with its terms. GRC is executing this Agreement for the purpose of consenting to the use as contemplated herein.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date set forth below.

User:

City of Gulfport Mississippi

By: _____

Name: _____

Title: _____

Date: _____

GRC:

Gulfport Redevelopment Commission

By: _____

Name: _____

Title: _____

Date: _____

Lessee:

Carter Green Investments, LLC

By: _____

Name: _____

Title: _____

Date: _____

[Signature Page to Use Access License Agreement]

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 CHANGE ORDER #1 TO CONTRACT WITH F&F CONSTRUCTION,
INC., FOR THE DOWNTOWN STREETScape IMPROVEMENTS – PHASE III-B
PROJECT, TO AUTHORIZE THE MAYOR TO EXECUTE CHANGE ORDER #2, AND
FOR RELATED PURPOSES**

WHEREAS, F&F Construction, Inc. was awarded the contract for a project for demolition of existing pavements, construction of new sidewalks, new street lighting, irrigation and landscaping in the area of 14th Street south to Highway 90 between 21st Avenue to 23rd Avenue, near the Aquarium site; and

WHEREAS, certain and various changes to the contract as more fully set forth in the attached Change Order #1 (which is attached hereto as a part of Exhibit “A”), resulting in a DECREASE in project costs (\$24,741.90), and an INCREASE in project time (25 days), as more fully described in the memorandum from the City Engineer, Kris Riemann, P.E. (attached as part of Exhibit “A”); and

WHEREAS, the Project Engineer, Brown, Mitchell & Alexander, Inc., the City Engineer, and the Purchasing Manager have recommended approval of Change Order #1; and

WHEREAS, approval of Change Order #1 is in the best interest of the City of Gulfport.

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

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

SECTION 2. That Change Order #1 to the City's contract with F&F Construction, Inc. be and it is hereby approved in the form as is found in Exhibit "A" to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That the proposed changes to the contract are necessary and/or incidental to the completion of the work as originally bid, are not outside the scope of the original contract, are commercially reasonable and not made to circumvent the public purchasing statutes.

SECTION 5. That the DECREASE in project costs and an INCREASE in project time is reasonable in light of all relevant facts and circumstances.

SECTION 5. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 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: 11/8/19
Re: Change Order Number 1 (Summary)
- Downtown Streetscape Improvements, Phase 3-B

Attached for your consideration is the referenced summary change order number 1 , in the deductive amount of \$24,741.90 and additive 25 calendar days of time. This change is necessary to reflect actual quantities and time used during the construction of the project.

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

The project is funded 100% by Community Development Block Grant funding.

I recommend approval.

Please place this item on the November 19, 2019 Council Agenda.

Attachments: 1. Kevin Mullen Letter Dated 10/29/19
2. Change Order No. 1 (Summary)

October 29, 2019

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

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

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

www.bmaengineers.com

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

Dear Mr. Riemann:

F&F Construction, Inc. has completed the above referenced project. We have prepared and enclosed several final documents for your review and approval:

1. One (1) Final Pay Application No. 5, and
2. Three (3) original Summary Change Orders to reflect actual quantities used on the project.

Also enclosed for your records are the following close-out documents as required by the General Conditions of the contract documents:

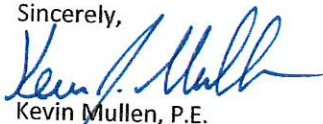
- ☐ Certificate of Insurance reflecting Completed Operations Coverage,
- ☐ Contractor's Affidavit of Payment of Debts and Claims,
- ☐ Contractor's Affidavit of Release of Liens, and
- ☐ Consent of Surety Company to Final Payment.
- ☐ Record Drawings

Therefore, subject to review by the appropriate City official of the enclosed documents, we recommend final payment to the Contractor for the total amount due this application of \$76,023.54.

Please place the Pay Application and Summary Change Order on the next available Council agenda for approval of payment to the Contractor. Please have two fully executed originals of the summary change returned to our office for further distribution.

If you should have any questions, please do not hesitate to contact me at 864-7612.

Sincerely,


Kevin Mullen, P.E.
Project Engineer

Enclosures

P:\3544-Streetscape III-B\X3\Final Pay App tmsml ltr.docx



CHANGE ORDER

NO: 1 (SUMMARY)

PROJECT:	DOWNTOWN STREETScape, PHASE III-B	DATE OF ISSUANCE:	9/5/2019
OWNER:	CITY OF GULFPORT P.O. BOX 1780 GULFPORT, MS 39502	OWNER'S PROJECT #	PO# 203835
CONTRACTOR:	F&F CONSTRUCTION, INC. 21525 BLACKWELL FARM ROAD SAUCIER, MS 39574	ENGINEER:	BROWN, MITCHELL & ALEXANDER, INC. 401 COWAN ROAD, SUITE A GULFPORT, MS 39507
CONTRACT FOR ENTIRE PROJECT		ENGINEER'S PROJECT #	17-3544D

You are directed to make the following changes in the Contract Documents:

This change order has been prepared to reflect actual quantities and time used during the construction of the project.

TOTAL CHANGE IN CONTRACT PRICE

(\$24,741.90)

<u>CHANGE IN CONTRACT PRICE</u>	<u>CHANGE IN CONTRACT TIME</u>
Original Contract Price \$370,110.12	Original Contract Time (DAYS) 90
Previous Change Orders \$0.00	Net Change from Previous Change Orders (DAYS) 0
Contract Price Prior to This Change Order \$370,110.12	Contract Time Prior to This Change Order (DAYS) 90
Net Increase/(Decrease) of This Change Order (\$24,741.90)	Net Increase/Decrease of This Change Order (DAYS) 25
Contract Price with All Approved Change Orders \$345,368.21	Contract Time with All Approved Change Orders (DAYS) 115

RECOMMENDED:
BROWN, MITCHELL & ALEXANDER, INC.

APPROVED:
OWNER

APPROVED:
CONTRACTOR

BY:



BY: _____
CITY OF GULFPORT

BY: 
F&F CONSTRUCTION, INC.

CHANGE ORDER

NO: 1 (SUMMARY)

PROJECT:	DOWNTOWN STREETScape, PHASE III-B	DATE OF ISSUANCE:	9/5/2019
OWNER:	CITY OF GULFPORT P.O. BOX 1780 GULFPORT, MS 39502	OWNER'S PROJECT #	PO# 203835
CONTRACTOR:	F&F CONSTRUCTION, INC. 21525 BLACKWELL FARM ROAD SAUCIER, MS 39574	ENGINEER:	BROWN, MITCHELL & ALEXANDER, INC. 401 COWAN ROAD, SUITE A GULFPORT, MS 39507
CONTRACT FOR ENTIRE PROJECT		ENGINEER'S PROJECT #	17-3544D

You are directed to make the following changes in the Contract Documents:

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
ADD THE FOLLOWING ITEMS TO THE CONTRACT:					
02050-B	REMOVAL OF MISCELLANEOUS CONCRETE STRUCTURES	15	CY	\$100.00	\$1,500.00
02050-C	REMOVAL OF OBSTRUCTIONS	15	CY(LVM)	\$100.00	\$1,500.00
02512-A	ASPHALT REPAIR (3")	123	SY	\$100.00	\$12,300.00
02521-A	FREE STANDING HEADER CURB	301	LF	\$14.40	\$4,334.40
02522-C	DETECTABLE/TACTILE WARNING SURFACE TILES (SURFACE APPLIED)	15	SF	\$22.50	\$337.50
32 93 00-J	TOPSOIL (BED AREAS)	14	CY	\$42.00	\$588.00
	NET INCREASE IN CONTRACT				\$20,559.90
DEDUCT THE FOLLOWING ITEMS FROM THE CONTRACT:					
02050-A	REMOVAL OF PAVEMENT (ALL TYPES & SIZES)	-100	SY	\$5.00	(\$500.00)
02050-D	REMOVAL OF CURBS AND/OR GUTTERS	-20	LF(FM)	\$10.00	(\$200.00)
02227-A	CLEAN SAND	-73	CY(FM)	\$30.00	(\$2,190.00)
02227-B	SANDY CLAY	-50	CY(FM)	\$30.00	(\$1,500.00)
02234-A	NO. 610 LIMESTONE BASE COURSE (ALL	-2	CY	\$127.00	(\$254.00)
02295-C	INLET PROTECTION	-2	EA	\$150.00	(\$300.00)
02519-A	CONCRETE PAVERS	-13.57	SY	\$180.00	(\$2,442.60)
02520-A	NON-REINFORCED CONCRETE PAVEMENT, 7"	-3.93	SY	\$64.80	(\$254.66)
02522-A	CONCRETE SIDEWALK	-124.47	SY	\$54.00	(\$6,721.38)
02522-B	CONCRETE RIBBON (12" WIDE)	-88	LF	\$14.40	(\$1,267.20)
02523-D	ADJUSTMENT OF INLET GRATES	-2	EA	\$200.00	(\$400.00)
32 93 00-H	BED PREPARATION MATERIAL	-18	CY	\$66.00	(\$1,188.00)
32 93 00-I	PINE STRAW	-6	SF	\$0.66	(\$3.96)
DELETE THE FOLLOWING ITEMS FROM THE CONTRACT:					
02050-F	REMOVAL OF EXISTING STRIPING	-90	LF	\$4.00	(\$360.00)
02221-A	SELECT BEDDING MATERIAL	-50	CY(FM)	\$127.00	(\$6,350.00)
02221-B	SELECT FOUNDATION MATERIAL	-50	CY(FM)	\$127.00	(\$6,350.00)
02234-B	STONE CONSTRUCTION ENTRANCE	-120	SY	\$26.00	(\$3,120.00)
02295-A	SILT FENCE	-500	LF	\$4.25	(\$2,125.00)
02295-B	STRAW WATTLES	-200	LF	\$5.25	(\$1,050.00)
02842-A	THERMOPLASTIC DETAIL (WHITE) (4")	-1,700	LF	\$2.00	(\$3,400.00)
02842-B	THERMOPLASTIC LEGEND (WHITE) (120 MIL)	-470	SF	\$7.50	(\$3,525.00)
02842-C	THERMOPLASTIC DETAIL (YELLOW) (4")	-900	SF	\$2.00	(\$1,800.00)
	NET DECREASE IN CONTRACT				(\$45,301.80)
TOTAL CHANGE IN CONTRACT					(\$24,741.90)

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 OF GULFPORT TO AUTHORIZE ACTIVATION OF THE GULF REGIONAL PLANNING COMMISSION – SCHOOL ZONE IMPROVEMENTS PROJECT AND TO AUTHORIZE THE EXECUTION OF ANY AND ALL DOCUMENTS REQUIRED TO ACTIVATE THE SAME

WHEREAS, the City of Gulfport, by and through the Gulf Regional Planning Commission (“GRPC”), has received activation paperwork for the School Zone Improvements Project, designed to upgrade the existing school zone flashing signals with a Remote School Beacon Monitoring System; and

WHEREAS, the Metropolitan Planning Organization Transportation Policy Committee has allocated federal transportation funds in the amount of \$210,278, as part of the FY 2019-2022 Transportation Improvement Program, with the School Zone Improvements project being eligible for 100% funding with no additional funding to be provided by the City of Gulfport, as more fully set forth in the memorandum from Kris Riemann, P.E., City Engineer, attached hereto as Exhibit “A”; and

WHEREAS, Kris Riemann, P.E. requests to be named the contact person on behalf of the City of Gulfport on the School Zone Improvements project, as stated in his memorandum, attached hereto as Exhibit “A”; and

WHEREAS, the City of Gulfport seeks authorization of the City Council to approve the activation of the aforementioned Gulf Regional Planning Commission – School Zone Improvements Project and seeks GRCP to execute any and all documents as may be required to approve the program, and appoint Kris Riemann, P.E. as the contact person for the City of Gulfport on this project.

**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, is hereby authorized to accept and activate the Gulf Regional Planning Commission – School Zone Improvements Project, and appoint Kris Riemann, P.E., as the contact person for the City of Gulfport on this project, the details of which are more fully set forth in the Memorandum from Kris Riemann, P.E., attached hereto as Exhibit “A” and the Mayor (or other requested official) be and hereby is authorized to execute any and all documents as may be required to accept and activate this project.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR

Memorandum – City of Gulfport

To: Connie Debenport
CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Wayne Miller, P.E., Public Works
Gerard Bellocq, Finance
From: Kris Riemann, P.E. *RKR*
Date: 11/7/2019
Re: Request Activation for GRPC Project
-School Zone Improvements

Attached for your consideration is the activation paperwork with Gulf Regional Planning Commission (GRPC) for the above reference project.

The project shall be designed to upgrade the existing school zone flashing signals with a Remote School Beacon Monitoring System (RSBMS).

I also request that I, Kris Riemann, be named as the contact person on this project with the City.

The current total is \$210,278.00 to complete the project. This project is specified as a safety project and is eligible for 100% funding. No additional funding from the City is required.

Please place this item on the November 19, 2019 Council Agenda

This item has been approved by:
Mayor or C.A.O. _____

Attachments: GRPC Letter
Vicinity Map
List of Schools

DEPARTMENT OF ENGINEERING

**Mississippi Gulf Coast
Metropolitan Planning Organization**
Gulf Regional Planning Commission

October 8, 2018

Mayor Billy Hewes, III
City of Gulfport
Post Office Box 1780
Gulfport, MS 39502

Re: MPO funding allocations for Gulfport Transportation Improvement Program (TIP) projects

Dear Mayor Hewes:

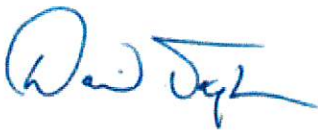
We are pleased to inform you that the MPO Transportation Policy Committee has allocated federal transportation funding totaling \$5,039,835 to existing and new projects in the City of Gulfport. The allocations are as follows:

- 
- Landon Road Widening: \$751,867 (STPBG) - Increased total allocation to \$2,960,000
 - Seaway Road Multi-use Path: \$157,660 (TAP) – Increased total allocation to \$945,964
 - Dedeaux Road Phase 2: \$3,760,000 (STPBG) – New project allocation
 - School Zone Safety: \$210,278 (STPBG) – New project allocation
 - Old Hwy 49 Sidewalks: \$160,000 – New project allocation

The projects are included in the FY 2019-2022 Transportation Improvement Program, with the federal allocations being intended to cover 80% of the construction costs and the City being responsible for providing the remaining 20%.

We are excited regarding the prospects of substantial improvements in the mobility and safety of residents and visitors as they travel the streets of Gulfport and look forward to working with you to expedite the implementation of these projects.

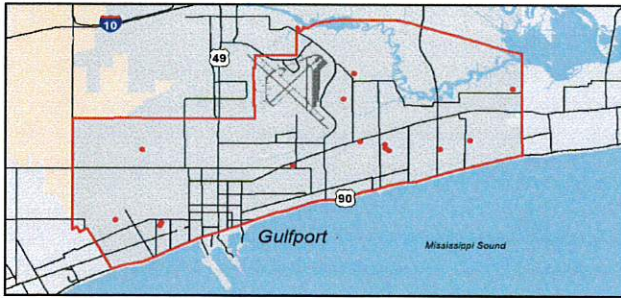
Sincerely,



David Taylor
Planning Director

Cc: Mr. Jeff Ely, MDOT Planning Division
Mr. David Seyfarth, MDOT LPA Division
Ms. Necole Baker, MDOT LPA Division
Ms. Tammi Moore, MDOT Programming Division
Mr. Kris Riemann, Gulfport City Engineer

County	Harrison	Agency	Gulfport		
Improvement Type	Safety	Route	Various locations		
Project Termini	14 Gulfport Schools				
Project Description	Update school zone signage, striping and other warning devices				



Funding Information					
FY	Source	Phase	Federal	Match	Total
2020	TMA	CON	\$210,278	\$0	\$210,278
Project Totals			\$210,278	\$0	\$210,278

[illegible]

Public Schools

- Anniston Elementary; Ward 2
- Bayou View Elementary; Ward 4
- Bayou View Middle; Ward 4
- Central Elementary; Ward 3
- Gaston Point Head Start; Ward 1
- Gulfport Central Middle; Ward 1
- Gulfport High; Ward 2
- Harrison Central Elementary; Ward 7
- Isiah Fredericks Head Start; Ward 3
- Linda C. Lyons Head Start; Ward 5
- Lyman Elementary; Ward 7
- North Gulfport Elementary; Ward 3
- Orange Grove Elementary; Ward 7
- Pass Road Elementary; Ward 4
- River Oaks Elementary; Ward 6
- Three Rivers Elementary; Ward 6
- West Elementary; Ward 1

Private Schools

- Christian Collegiate Academy; Ward 6
- St. James; Ward 2

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 OF GULFPORT TO ACCEPT MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT NUMBER EMW-2019-SS-00009, TO AUTHORIZE THE EXECUTION OF ANY AND ALL DOCUMENTS REQUIRED TO ACCEPT THE SAME, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, by and through the City of Gulfport Fire Department, was granted permission and authorization by the City Council to apply for the Fiscal Year 2019 Mississippi Office of Homeland Security Grant Number **EMW-2019-SS-00009**; and

WHEREAS, the authorized grant application was submitted, and the City has recently been advised that the City is the recipient of a fiscal Year 2018 Mississippi Office of Homeland Security Grant in the amount of \$104,000.00 for Task Force III Operations; and

WHEREAS, the City of Gulfport seeks authorization of the City Council to accept the aforementioned grant and seeks authorization for the Mayor and/or other official required by the Mississippi Office of Homeland Security to execute any and all documents as may be required to accept the Fiscal Year 2019 Homeland Security Grant Number **EMW-2019-SS-00009** in the amount of \$104,000.00 (see Exhibit “A” attached).

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

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

Section 2. That the City of Gulfport, by and through its Fire Department, be and it is hereby authorized to accept the Fiscal Year 2019 Homeland Security Grant Number **EMW-2019-SS-00009** in the amount of \$104,000.00, the details of which are more fully set forth in the grant documents, attached hereto as Exhibit “A” and the Mayor (and other requested officials) be and hereby is authorized to execute any and all documents as may be required to accept and administer the grant.

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



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

October 28, 2019

Battalion Chief Chad Bryant
City of Gulfport Fire Department
1515 23rd Avenue
Gulfport, MS 39501

Dear State Homeland Security Grant Recipient:

Enclosed you will find your Homeland Security Grant Program Award Letter and Grant Recipient Agreement for the Fiscal Year 2019. These funds in the amount of \$104,000.00 are for the purpose of Task Force III Equipment, Training and Operations as related to the Mississippi Office of Homeland Security initiatives. Please thoroughly read the Cooperative Agreement and make sure that you complete the following documents:

1. Awards Letter
2. Special Conditions Form
3. Article XI Execution form (Do not leave off your DUNS number)
4. Designation of Subgrantee Grant Administrator (SGA)
5. Scope of Work (Budget Narrative)
6. Completed Budget Detail Worksheets
7. Audit and Implementation Forms
8. 2019 Nationwide Cybersecurity Review Completion Verification

All forms are provided on the flash drive; along with example templates. All mentioned documents are required to be in this office no later than **December 15, 2019**. Failure to return all signed and required documentation by the above date will result in the reallocation of these funds.

Please contact our office if you should have any questions. You may reach me at 601-346-1504.

Regards,

Marsha Manuel, Grants Director

MM/rds



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

SUBRECIPIENT GRANT AWARD

Subrecipient:

**CITY of GULFPORT FIRE DEPARTMENT
(Task Force III Equipment, Training, and Operations)**

Project Title(s):

Homeland Security Grant Program

Grant Period:

10-01-19 – 09-30-20

Date of Award:

09-24-19

Total Amount of Award:

\$104,000.00

Grant No.:

19HS202T

In accordance with the provisions of Federal Fiscal Year 2019 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Subrecipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2019-SS-00009**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C. 603).

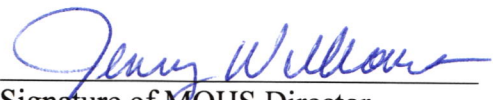
Payment of Funds: The original signed copy of this Award must be signed by the Official Authorized to Sign in the space below and returned to the MOHS **no later than December 15, 2019**. **The grant shall be effective upon return of this form and final approval the MOHS of the grant budget and program narrative.** Grant funds will be disbursed to subgrantees (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Act requires that subrecipients provide assurance that subrecipient funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBRECIPIENT

Signature of Official Authorized to Sign



Signature of MOHS Director

SUBRECIPIENT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE MOHS OF THE SUBRECIPIENT'S GRANT PROGRAM BUDGET AND NARRATIVE.

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to receive assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements, if applicable.
5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as applicable and/or as directed by the DPS Authorized Representative.
6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.
7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.
11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.
12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.

Grant Recipient Representative

Date

MISSISSIPPI OFFICE OF HOMELAND SECURITY

STATE HOMELAND SECURITY GRANT PROGRAM SPECIAL CONDITIONS

- * * * * *
1. All sub-grantees must comply with the National Incident Management System (NIMS) minimum requirements as specified in the Fiscal Year 2006 Homeland Security Grant Program Guidelines and Application Kit, page 47-48. By September 30, 2006, all jurisdictions must be fully NIMS compliant. FY06 and FY07 Homeland Security grant funds are contingent on NIMS compliance.
 2. All sub-grantees must comply and be familiar with Homeland Security Presidential Directive-8, with regards to the IED Scenario, as mandated by the Office of Domestic Preparedness.
 3. All sub-grantees are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
 4. All sub-grantees are required by the Office of Domestic Preparedness to use the Global Justice Data Model specifications and guidelines regarding the use of XML for all HSGP awards.
 5. Prior to the obligation or expenditure of any funds awarded through this grant, the Sub-recipient must become a legal signatory of the Statewide Mutual Agreement, maintained by the STATE EMERGENCY MANAGEMENT AGENCY. Furthermore, the Sub-grantee agree and understand that by allowing any agency to receive direct or indirect support from these grant funds without becoming a legal signatory to the said agreement is a direct violation of the terms and conditions of this grant award.
 6. All SHSP sub-grantees must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
 7. Recurring costs/fees are not allowable for funding under the 2006 HSGP. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only.
 8. Position descriptions for each person to be paid with grant funds and organizational chart identifying grant funded position(s).
 9. A physical inventory of property and equipment (as defined in Section IV, D.) must be taken and the results reconciled with the property control form at least once every two years. This report must be prepared and submitted by the sub-recipient to the SAA by January 31 of each year beginning in calendar year 2016.
 10. The MOHS requires that property acquired with grant funds be tagged and tracked using a computer-based inventory system.
 11. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. In an effort to realize improved interoperability, all radios purchased under this grant should be APCO 25 compliant.
 12. The Budget Worksheet and/or Budget Narrative pages for this grant need to be revised before obligation of any grant funds.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above conditions.

Signature of the Chief Executive Officer

Date

**STATE OF MISSISSIPPI
AND
GOVERNOR PHIL BRYANT**



**HOMELAND SECURITY
COOPERATIVE AGREEMENT**

Between

CITY OF GULFPORT FIRE DEPARTMENT

AND

MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY



HOMELAND SECURITY COOPERATIVE AGREEMENT (CA)

On behalf of Governor Phil Bryant, this Cooperative Agreement is entered into between the Department of Public Safety, Office of Homeland Security, hereto referred to as *Recipient*, and the City of Gulfport Fire Department hereto referred to as Sub-recipient.

Article I. Purpose

The purpose of this Cooperative Agreement (CA) is to utilize 100% federal funding (no match required) provided through FEMA, U.S. Department of Homeland Security to enhance capabilities within the State of Mississippi to respond to acts of domestic and international terrorism including the use of weapons of mass destruction. The Department of Public Safety, Office of Homeland Security will accomplish this by prioritizing and facilitating the delivery and use of federal financial assistance as identified in the published Office for Domestic Preparedness Homeland Security Grant Program Guidance (attached). This enables the Sub-recipient to exercise management discretion and control in achieving the specified objectives of this Cooperative Agreement within the State of Mississippi. It is intended that this partnership will result in the development of a competent and sustainable system designed to provide prevention/deterrence and emergency response to a potential terrorism event within the State.

Article II. Budget Narrative

The objectives outlined within the performance period of this Cooperative Agreement will be supportive of the priorities defined in the State Homeland Security Three-Year Strategic Plan in the form of equipment, planning, training, exercise, management and administration funding and shall be in compliance with FEMA Homeland Security Grant Program Guidance.

Article III. Period of Performance

The period of performance for this Cooperative Agreement shall begin on the date of acceptance of the **SUBRECIPIENT AWARD** execution and shall continue through the period of SUBRECIPIENT AWARD unless terminated by the Department of Public Safety. Future SUBRECIPIENT AWARDS for supporting the requirements of the jurisdiction may be awarded under the terms of this agreement through additional sub grants so long as all signatory officials remain unchanged.

Article IV. Reports

The Quarterly Report and financial reports: Request for reimbursement is due within 30 days after each reporting quarter: 1st Quarter, October-December, 2nd Quarter, January-March; 3rd Quarter, April-June; 4th Quarter, July-September.

The Quarterly and Progress reports must be submitted so that progress can be tracked and outcomes evaluated.

Article V. Roles and Responsibilities

A. Local Sub recipient General Guidance

1. The local *Sub-recipient* shall develop and improve their capability to combat the affects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published OJP selected equipment list or support of planning, exercises or training activities associated with the prevention, response or recovery from terrorism incidents.
2. The chief elected official is responsible for committing to the terms of this CA, budgeting local funds to purchase equipment or support jurisdictional exercise, training and planning efforts for executing this CA on behalf of the Sub-recipient's jurisdiction.
3. The Sub-Recipient shall designate a *Sub-recipient* public official as the Sub-recipient Grant Administrator (SGA) for developing and attaching the CA scope of work to Appendices A & B, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-recipient to *Recipient* for repayment. **The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MSOHS) via the Biannual Strategy Implementation Report (BSIR)**

B. Local Homeland Security Program Guidance

The Homeland Security Grant Program (HSGP) through the State Homeland Security Program (SHSP) provides funds for homeland security and emergency operations planning; the purchase of specialized equipment to enhance the capability of State and local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE)

weapons and cyber attacks; for costs related to the design, development, and conduct of a State CBRNE and cyber security training programs and attendance at ODP-sponsored CBRNE training courses; for costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises; and for costs associated with implementing State Homeland Security Assessments and Strategies (SHSAS). See Annex A (Local Homeland Security Program) for specific guidance, policies, and reporting requirements.

C. State Recipient

1. The *Recipient* shall be the Department of Public Safety, Office of Homeland Security, acting on behalf of the State of Mississippi.
2. The Commissioner of the Department of Public Safety (DPS) or the Commissioner's Designee is the state signatory official and shall be the principal state official responsible for committing the state to the terms of this agreement. The DPS Commissioner, or his designee acting in the absence of the Commissioner, will exercise final approval authority of all *Sub-recipient* applications, grant awards, allocations, and requests for reimbursements and for ensuring overall *Recipient* administration.
3. The DPS, Office of Homeland Security, is designated the Recipient Point-of-Contact (POC) for assisting the *Sub-recipient* in developing the authorized equipment purchase list, specialized training requirements, and for providing overall day-to-day program management.

D. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

The SAA will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps will include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business

Development Agency of the Department of Commerce and MS Development Authority Office of Minority Business.

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Article VI. Funding Consideration

The *Recipient* POC will receive and review *Sub-recipient's* application and forward to the SAA Director for approval. After approval the *Recipient* will issue a sub-recipient award letter, which authorizes the *Sub-recipient* to expend local funds and be reimbursed pursuant to the terms of this CA. **Local funds expended prior to the date of the award letter are not authorized to be reimbursed.**

When the *Sub-recipient* has expended funds awarded, the SGA will prepare and submit a Request for Reimbursement to the *Recipient POC*. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The *Recipient POC* will review the reimbursement package for completeness and forward to the *Recipient* Office of the Comptroller for payment.

- A. The *Recipient* will not be liable under this Agreement for any amount greater than the award allocated by the Office for Domestic Preparedness to the State for the grant performance period.
- B. No cost or obligation shall be incurred by the *Recipient* under this Agreement unless and until the *Recipient* advises the *Sub-recipient* in writing that the application has been approved and funds are available.
- C. Reimbursement will be made by the *Recipient* to the *Sub-recipient* based on the **Mississippi Sub-recipient Reporting Worksheet**. Required documentation must accompany the worksheet.
- D. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.
- E. *Sub-recipient's* requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the recipient POC explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in current annual jurisdictional budget must be accompanied by purchase orders.
- F. *Sub-recipient's* Request for Reimbursement and other required financial reports will be submitted to the *Recipient* with a copy of all receipt(s) or invoices showing that authorized equipment or other expenditures such as

personnel, supplies, etc. has been paid for in-full by *Sub-recipient* and attached to an approved grant application.

Article VII. Maintenance, Replacement costs and Use of Equipment, Sell & Disposal

- A. Equipment purchased under the terms of this CA will be stored, maintained and used in accordance with the purpose and objectives of this Cooperative Agreement. The equipment may be used for terrorism training and exercise purposes and in response to an actual terrorism event. If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs will be the sole responsibility of the *Sub-recipients*.
- B. The sub-recipient is required to maintain an equipment inventory list that contains the following information: equipment description, identification/serial number, title holder, acquisition date, cost, percentage of federal funds used in the cost, location, use and condition, and disposition date.
- C. Instructions on how to sell and/or dispose of equipment, please visit our website at www.homelandsecurity.ms.gov. (Click on the tab Grants / Grant Forms)

Article VIII. Nonperformance

Failure by the *Sub-recipient* to comply with the terms of this Cooperative Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the *Recipient*. Failure to expend all grant funds awarded (by date stated on Awards Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

Article IX. Administrative Provisions

The *Recipient* and *Sub-recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

C. Other Provisions

1. Nothing in this agreement is intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
2. Sub-recipient is required to ensure that grant monies are used to support all Emergency Service related agencies and departments, specifically law enforcement, fire and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.
3. If the sub-recipient (organization/jurisdiction) expends \$750,000 or more in federal funds (from all sources including pass-through sub awards) in the sub-recipient's (organization/jurisdiction) fiscal year (12-month turnaround reporting period) is required to have a single organization/jurisdiction wide audit conducted in accordance with 2 CFR 200.
4. All final requests for reimbursement must be received in the Mississippi Office of Homeland Security no later than 45 days after the period of performance.
5. Sub-recipient is required to complete EHP Review as required for Equipment Purchases and any type of Construction.
6. All sub-recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities in order to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.
7. **Effective October 1, 2010 ALL sub-recipients are required to have and furnish a Dun and Bradstreet Data Universal Numbering System (DUNS) number to the Mississippi Office of Homeland Security as a component of the Article IX. A DUNS number is the nine digit number established and assigned by Dun and Bradstreet, Inc (D&B) to uniquely identify business entities. If your jurisdiction does not have a DUNS number, one may be obtained from D&B by**

telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

NO GRANT AWARD LETTER WILL BE ISSUED WITHOUT THE SUB RECIPIENT HAVING A DUNS NUMBER.

Article X. Monitoring

A. Management Decision

Management will evaluate audit findings, questioned costs and corrective action plans. The issuance of a written decision will be issued to the sub-recipient, which will entail whether or not the audit finding is sustained; the reasons for the decision; the expected action of the sub-recipient to repay any disallowed costs, make financial adjustments or take other actions; the reference number(s) the auditor assigned to each audit finding; and a description of any appeal process available to the sub-recipient regarding the management decision, as required by 2 CFR 200.521. If the sub-recipient has not completed corrective action, a timetable follow-up will be given.

B. Audit Review Follow-Up

- Contacts sub-recipient(s) for additional information as needed.
- Determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution.
- Updates the status of each audit review until all follow-up actions are completed and the file is closed.

Article XI. Execution

IN WITNESS WHEREOF, the parties names herein have duly executed this Cooperative Agreement on the date set forth below:

SUBRECIPIENT: CITY OF GULFPORT FIRE DEPARTMENT ATTEST:

By: _____ Date: _____
Authorized Official

DUNS Number: _____

APPROVED: State of Mississippi

By: Jerry Williams Date: 10/1/2019
Executive Director
Mississippi Office of Homeland Security

**STATE HOMELAND SECURITY
GRANT PROGRAM**

LOCAL HOMELAND SECURITY PROGRAM FISCAL

YEAR 2019

TOTAL AWARD: \$104,000.00

Allowable Equipment Costs

Allowable equipment categories for FY19 HSGP are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by ODP and the Oklahoma City National Memorial Institute for the Prevention of Terrorism (MIPT) at <http://www.rkb.us>. The website is designed to provide emergency responders, purchasers, and planners with a trusted, integrated, online source of information on products, standards, certifications, grants, and other equipment related information. By integrating this information, which includes the Inter-Agency Board's (IAB) Standardized Equipment List (SEL) and the AEL from ODP, into one location, responders, vendors, standards organizations, training facilities, and grant making organizations have a trusted first source to answering questions such as:

- What equipment is on the market?
- Has it been certified?
- If so, to what standard?
- What training is needed to use it effectively?
- Are there experts available for consultation and questions?

The FY19 HSGP, AEL is housed on the RKB and relies heavily on the SEL developed by the IAB for Equipment Standardization and Interoperability. The 2019 AEL has been modified to facilitate cross-referencing of the SEL in an effort to eliminate redundancy. Both the AEL and SEL are available on the RKB, which also offers an interactive version that provides links to corresponding SEL items and commercial products. In some cases, items on the SEL are not allowable under FY19 HSGP or will not be eligible for purchase unless specific conditions are met. In addition, some items eligible under this grant program are beyond the scope of the SEL and thus will only appear in the AEL.

Planning Costs Allowable

SHSP funds may be used for a range of homeland security planning activities, including the following:

Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:

- Costs associated with the implementation and adoption HSPD-8 initiatives
- Costs associated with the implementation and adoption of NIMS
- Costs associated with the modifying existing incident management and emergency operations plans to ensure proper alignment with the NRP coordinating structures, processes, and protocols
- Establishment or enhancement of mutual aid agreements
- Development of communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIC
- Design state and local geospatial data systems
- Development of related critical infrastructure terrorism prevention activities including:
 - o Planning for enhancing security during heightened alerts, during terrorist incidents and/or during mitigation and recovery
 - o Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils
 - o Citizen Corps activities in communities surrounding critical infrastructure sites, including Neighborhood Watch, VIPS, and other opportunities for citizen participation
 - o Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
 - o CIP cost assessments, including resources (financial, personnel, etc.) required for security enhancements/deployments.

Develop and enhance plans and protocols, including but not limited to:

- Develop or enhance emergency operations plans and operating procedures
- Develop terrorism prevention/deterrence plans
- Develop plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Develop or enhance border security plans
- Develop or enhance cyber security plans
- Develop or enhance cyber risk mitigation plans
- Develop or enhance agriculture/food security risk mitigation, response, and recovery plans
- Develop public/private sector partnership emergency response, assessment, and resource sharing plans
- Develop or update local or regional communications plans
- Development of plans to support and assist special needs jurisdictions, such as port authorities and rail and mass transit agencies
- Development or enhancement of continuity of operations and continuity of government plans
- Development or enhancement of existing catastrophic incident response and recovery plans to include and integrate federal assets provided under the NRP.

Develop or conduct assessments, including but not limited to:

- Conduct point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conduct cyber risk and vulnerability assessments
- Conducting assessments and exercises of existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and state resources
- Activities which directly support the identification of specific catastrophic incident priority response and recovery projected needs
- Activities which directly support the identification and advance preparation of predesignated temporary housing sites; for example:
 - o Conducting assessments and studies to identify qualified candidate sites
 - o Obtaining accurate site surveys and existing utility information
 - o Coordinating zoning requirements and necessary permits and/or waivers
 - o Coordinating environmental impact requirements related to a selected site
 - o Coordinating historic preservation requirements related to a selected site.

Allowable Training Costs

Local jurisdictions may use HSGP funds to enhance the capabilities of state and local emergency preparedness and response personnel through development of a state homeland security training program. Allowable training-related costs under ODP grant programs include: 1) establishment of CBRNE terrorism and cyber security training programs within existing training academies, universities or junior colleges; and 2) overtime and backfill costs associated with attendance at ODP-sponsored and ODP approved CBRNE and cyber security training courses.

The target audience for training courses include emergency preparedness, prevention and response personnel, emergency managers and public/elected officials within the following disciplines: firefighters, law enforcement, emergency management, emergency medical services, hazardous materials, public works, public health, health care, public safety communications, governmental administrative, cyber security and private security providers. The homeland security training program should also include training for citizens in awareness, preparedness, prevention, response skills, and volunteer activities and be coordinated through state and local Citizen Corps Councils.

Local jurisdictions are encouraged to adopt current ODP awareness and performance level courses. In order to deliver these courses, state and local instructors must have been certified to deliver the course by successfully completing ODP train-the-trainer courses. Detailed descriptions of ODP courses are included in the *ODP CBRNE Training Course Catalog* at <http://www.ojp.usdoj.gov/odp/docs/coursecatalog.pdf>. Programs of instruction for these courses will be made available upon request to assist efforts to institutionalize these training programs at the state and local levels.

ODP will conduct periodic reviews of all state and urban area training funded by ODP. These reviews may include requests for all course materials and physical observation of participation in the funded training. If these reviews determine that courses are outside the scope of this guidance, recipients will be asked to reimburse grant fund expended in support of those efforts.

ODP provides the following definitions of key training terms to facilitate a common understanding of the FY19 HSGP guidance:

- **ODP Courses:** Those courses developed for and/or delivered by institutions and organizations funded by ODP.
- **Federal Courses Related to CBRNE Terrorism:** Those courses developed for and or delivered by institutions funded by federal entities other than ODP which fall within the ODP mission scope: of which is to prepare state and local personnel to prevent, respond to, and recover from acts of terrorism involving CBRNE weapons.
- **Non-Federal Courses:** Those courses developed for and or delivered by institutions or organizations other than federal entities or ODP.

In addition, local jurisdictions shall follow accepted principles of instructional systems design, employing the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) model or equivalent methodologies. (The ADDIE process is explained in greater depth in the *ODP Blended Learning Strategy* available on the ODP website at: <http://www.ojp.usdoj.gov/odp/blendedlearning>.) Local jurisdictions shall apply these methodologies to ensure that complete curriculum exists for training funded by ODP grant. Complete curriculum consists of:

- **Level of Training.** The state or urban area will identify the level(s) of training of the course(s) and materials submitted. Each submission must be identified as Awareness, Performance–Defense (Occupational Safety and Health Administration (OSHA) Operations), Performance–Offensive (OSHA Technician), or Planning/Management (OSHA Incident Command) levels. More detailed descriptions of the levels can be found at <http://www.ojp.usdoj.gov/odp/training.htm> or <http://www.osha.gov>.
- **Program of Instruction/Syllabus.** The program of instruction or syllabus is an outline or matrix of the course content. It addresses the scope of the training, course learning objectives, duration of the training (broken-down by module, session, or lesson), resource requirements, instructor to student ratio and an evaluation strategy. These items are not all-inclusive, but are the minimum categories that should be addressed.
- **Training Support Package.** The training support package includes all of the materials associated with the delivery of a training course. The following items should be included:
 - **Instructor Guide/Instructor Outline/Instructor Lesson Plans:** The published instructor material that contains course text and special instructor notes that provides the information to deliver the material

- o **Participant Manual/Guide/Workbook:** The published student material that contains the supporting information in booklet or handout form that the participant has available for reference
 - o **Audio/Visual Support Materials:** Any audio/visual components that are part of any learning module, session, lesson, or that supports the overall training being delivered
 - o **Special Support Materials:** Any descriptions of practical exercises, tabletop exercises, hands-on exercises, or other material that supports learning objectives
- **Module/Session/Lesson Content.** Training courses should be designed based on a building block approach. Each sub-component in the course should be titled as a module, session, or lesson. Regardless of the title, each module, session, or lesson, should have a Lesson Administration Page that outlines the following:
- o **Scope Statement:** A brief description of the content of the module, session or lesson
 - o **Terminal Learning Objectives:** An action verb statement that outlines what the participant is expected to learn or be capable of performing at the conclusion of the module, session, or lesson. There should be only one terminal learning objective per module, session, or lesson
 - o **Enabling Learning Objectives:** Enabling learning objectives are the incremental learning objectives that support the terminal learning objective. There should be at least one enabling learning objective per module, session or lesson. Each enabling learning objective must be a measurable performance statement that enables the participant to demonstrate achievement of the terminal learning objective
 - o **Resource List:** A listing of the resources needed to successfully accomplish the module, session, or lesson
 - o **Instructor to Participant Ratio:** The instructor to participant requirement for successful presentation of the material (e.g., 1:25)
 - o **Reference List:** A listing of all reference materials used to develop the module, session, or lesson (This information may also be included as a bibliography).
 - o **Practical Exercise Statement:** This describes any exercises associated with the module, session, or lesson
 - o **Evaluation Strategy:** This defines the strategy used to evaluate the module, session, or lesson (e.g., written and/or performance test).

Conditional Approvals of Non-ODP Courses. In contrast to FY04, no conditional approvals, in advance of an independent third-party subject matter expert (SME) review, will be granted in FY19 for use of ODP funds to develop or institutionalize non-ODP courses. ODP will require local jurisdictions to adhere to a streamlined course approval process. Please see *Appendix E: Overview of Approval Process for Non-ODP Developed Courses* for more information. Courses will either be approved or disapproved following this review process.

Attending Other Federal Courses Related to CBRNE Terrorism. Local jurisdictions are no longer required to submit requests for personnel to attend certain Federal courses that fall within the ODP mission scope of preparing state and local personnel to prevent,

respond to, and recover from acts of terrorism involving CBRNE weapons. In lieu of requesting approval, local jurisdictions will be required to submit information on all federal training they are supporting with ODP funds via the Training section of the ODP website (<http://www.ojp.usdoj.gov/odp/training.htm>). This information will consist of course title, level of the training, the training provider, the date of the course, the number of individuals to be trained, and the sponsoring jurisdiction.

Several broad categories of courses will automatically be included in the list of eligible federal courses:

- All NIMS training approved by the NIMS Integration Center (NIC) is eligible for use of ODP funds.
- All Incident Command System (ICS) training offered through the National Fire Academy and the Emergency Management Institute is eligible for use of ODP funds. This guidance applies to resident training, train-the-trainer, and field delivery of courses.

A list of federal courses that fall within the ODP mission scope is included in *Appendix F: Federal Training Course List*.

These courses must build additional capabilities that 1) meet a specific need identified through the homeland security assessment process, and 2) comport with the State or Urban Area Homeland Security Strategy.

Federal funds must be used to supplement—not supplant—existing funds that have been appropriated for the same purpose. Thus, if the state or urban area has already budgeted for personnel to attend courses, ODP funds may only be used to send additional individuals above and beyond those previously budgeted.

Eligibility of Hazardous Materials Courses. Hazardous materials courses, including basic, operations, and technician level courses, are eligible for support through ODP funds **only if the course fully addresses the hazardous materials sections included in the ODP Emergency Responder Guidelines and the ODP Homeland Security Guidelines for Prevention and Deterrence**. If the hazardous materials course does **not fully** address the hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the course is not considered an allowable use of ODP funds.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

Eligibility of Search and Rescue, Special Weapons and Tactics (SWAT), and Medical Trauma Courses. On September 1, 2004, ODP issued Information Bulletin #132 on the

Interagency Security Plan, available at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm>. In this bulletin, ODP expanded the allowable use of grant funds to support additional training in the areas of search and rescue, SWAT, and medical trauma provided certain requirements were met. The following sections provide further detail on these initiatives.

- *Eligibility of Search and Rescue Courses:* Local jurisdictions shall conduct search and rescue training in compliance with:

- o NFPA 1670, *Standard on Operations and Training for Technical Rescue and Search Incidents*
- o NFPA 1006, *Standard for Rescue Technician Professional Qualifications* Only
Urban Search and Rescue (USAR) courses approved by FEMA and delivered by FEMA-certified providers are eligible for use of ODP funds. A list of these courses and providers will be maintained by ODP in coordination with FEMA.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

If the basic, foundational USAR course fully addresses the fire service and or hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational USAR course does **not** fully address these sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the USAR course to be considered an allowable use of ODP funds.

These USAR courses are intended to build a critical capacity at the state and local levels. **The execution of this training in the stated capacity-building context is unrelated to designation of national USAR teams. Therefore, local jurisdictions and UASI jurisdictions may not request such designation based on training.**

- *Eligibility of SWAT Courses:* SWAT courses, including basic, foundational courses, are eligible for support through ODP funds, provided that the training meets the following requirements:

- o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
- o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of SWAT personnel.

- o Trainees shall be sworn officers and shall have completed a Basic SWAT school accredited by the appropriate state-level criminal justice organization.
 - o Training shall be conducted by instructors certified by a state or national level criminal justice organization
 - o The State or Urban Area shall develop and implement a safety plan excluding service ammunition and weapons from the training site and shall not employ live chemical agents (to include OC) or impact weapons during the training
 - o If a foundational SWAT course fully addresses the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational SWAT course does **not** fully address the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational SWAT course to be considered an allowable use of ODP funds.
- *Eligibility of Medical Trauma Courses:* Medical trauma courses—including basic, foundational courses—are eligible for support through ODP funds, provided that the training meets the following requirements:
 - o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
 - o Local jurisdictions shall conduct training in compliance with NFPA 473, *Standard Competencies for EMS Personnel Responding to Hazardous Materials Incidents*.
 - o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of EMS providers.
 - o Local jurisdictions shall coordinate their efforts with the closest MMRS jurisdiction.
 - o Trainees shall have completed a basic Emergency Medical Technician (EMT) certification per the state or local accreditation requirements. This type of training may not be funded with ODP monies.
 - o If a foundational medical trauma course fully addresses the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational medical trauma course does **not** fully address the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student Must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational medical trauma course to be considered an allowable use of ODP funds.

Evaluation of ODP Training Courses. The goal of evaluating ODP training courses is to determine how much a participant's knowledge, skills, and abilities change after completion of a course relative to knowledge, skills, and abilities prior to the class. ODP utilizes a self-assessment methodology and collects information via a standardized evaluation form. The form is designed to gather data about the course and participant, including data such as the participant's professional discipline and years of service. Additionally, the evaluation measures the participant's knowledge relative to a set of standardized learning objectives both before and after taking the course.

If a state or local jurisdiction uses ODP funds to provide ODP-approved courses, the state or local jurisdiction must use the standard evaluation form to collect data about the course and its participants. An ODP-approved course is defined as one developed by the state or local jurisdiction and approved by ODP for delivery. If the state or local jurisdiction receives training through its ODP course allocation, the training partner delivering the course is responsible for data collection and entry. Similarly, if the state or local jurisdiction enters into a direct contract with one of the ODP training partners, training partner is still responsible for the data collection and entry function.

However, if the ODP-sponsored course is delivered by a state or local organization, the course provider is responsible for collecting data on the course and its participants. As part of the course approval process, the course developer establishes a set of course objectives directly tied to the course content. The objectives are incorporated into the standardized course evaluation form. Course participants are required to complete all fields and the course instructor is responsible for ensuring that all forms are complete. Course providers are granted access to and enter data into the ODP Secure Portal. Costs related to developing and administering the self-assessment and collecting information via a standardized evaluation form is allowable.

Allowable Exercise Costs

Exercises conducted with ODP support (grant funds or direct support) must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Volumes I-III contain guidance and recommendations for designing, developing, conducting, and evaluating exercises. HSEEP Volumes I-III can be found at ODP's website at <http://www.ojp.usdoj.gov/odp/exercises.htm>. Volume IV, which contains sample exercise materials and documents, can be found on ODP's Secure Portal at <https://odp.esportals.com> or <http://www.llis.gov>.

Exercise Planning Workshop. Local jurisdictions must conduct an annual Exercise Planning Workshop (EPW) to examine the progress and effectiveness of their current exercise strategy and program. A Multiyear Exercise Plan and schedule must be produced from the EPW and submitted through ODP's Secure Portal Exercise Scheduler located at <https://odp.esportals.com>. Refer to HSEEP Volume III, Chapter 2 for further guidance on EPWs and the Multiyear Exercise Plan and schedule.

Exercise Scenarios. The scenarios used in SHSP, UASI, and LETPP-funded exercises must be terrorism-related and based on the state's/urban area's homeland security strategy and plans. Acceptable scenarios for exercises include: chemical, biological, radiological, nuclear, explosive, cyber and agricultural. Recipients that need further clarification on scenarios should consult with their ODP Exercise Manager for assistance and/or approval. Fifteen all-hazards National Planning Scenarios, including twelve terrorism scenarios, have been developed, and will be made available for use in national, federal, state, and local homeland security preparedness activities. Citizen participation in exercises is encouraged to include back filling non-professional tasks for first responders deployed on exercise, administrative and logistical assistance with exercise implementation, and providing simulated victims, press, and members of the public. Citizen participation in exercises should be coordinated with local Citizen Corps Council(s).

Recipients that wish to expend funds on models, simulations, or games (MS&G) must consult with "Review of Models, Simulations, and Games for Domestic Preparedness Training and Exercising, Volume III," which provides an overview and analysis of existing models, simulations and games. This report is available at <http://www.ojp.usdoj.gov/odp/exercises.htm>

Recipients must justify the purchase and use of a given MS&G product/service, by a) documenting the training and/or exercise objective(s), b) documenting how the selected product/service will support those objectives, and c) justification for the chosen product category (potentially referring to Volume III benefits/limitations). The form for this justification can be found at <http://www.ojp.usdoj.gov/odp/exercises.htm>.

If a state or urban area will be hosting an upcoming special event (e.g., Superbowl, G-8 Summit, etc.), or they anticipate that they will apply to be a venue for a future Top Officials (TOPOFF) exercise, they should plan to use SHSP or UASI funding to fund training and exercise activities in preparation for that event.

All tabletop exercises (TTXs), drills, functional exercises (FEs), and full-scale exercises (FSEs) will be evaluated and performance based. An After Action Report (AAR) and Improvement Plan will be prepared and submitted to DHS/ODP following every TTX, drill, FE, and FSE. AAR/IPs must be provided to ODP within 60 days following completion of each exercise (see HSEEP Volume II, Appendix A). Currently, these AAR/IPs can be submitted through the ODP Secure Portal. However ODP is working with other agencies to develop a national reporting system. ***A state or local jurisdiction that conducts an exercise using SHSP, UASI, and LETPP funds must follow the HSEEP doctrine and protocol contained in Volume II.***

Local jurisdictions are encouraged to develop a self-sustaining State Homeland Security Exercise and Evaluation Program which is modeled after the national HSEEP. This may include, for example: hiring dedicated exercise program staff, awareness seminars on HSEEP, attending exercise training courses, and maintaining a system to track the completion and submission of AARs and Improvement Plans from exercises (including costs associated with meeting with local units of government to define procedures).

Allowable Management and Administrative Costs

All programs within HSGP have allowable M&A costs for both the state-level as well as the local unit of government, urban area, or designated sub-recipient.

- **SHSP, UASI, LETPP, CCP, MMRS:** No more than **5% of the total amount** allocated to the state for each program within HSGP may be retained at the state level and used for M&A purposes. These state M&A funds must be included in the total funds retained by the state. In addition, local jurisdiction sub-recipients may retain and use up to **5% of their sub-award** for local M&A purposes.

Unauthorized Program Expenditures

Unauthorized program expenditures include: 1) expenditures for items such as general use software (word processing, spreadsheet, graphics, etc), general-use computers (other than for allowable M&A activities, or otherwise associated preparedness or response functions) and related equipment, general-use vehicles, licensing fees, weapons systems and ammunition; 2) activities unrelated to the completion and implementation of the SHSP; 3) other items not in accordance with the Authorized Equipment List or previously listed as allowable costs; and, 4) construction or renovation of facilities.

Designation of Sub-recipient Grant Administrator (SGA) STATE HOMELAND SECURITY PROGRAM

The following person is officially appointed to represent your jurisdiction as the *Sub-recipient* Grant Administrator (SGA) and is hereby duly authorized to fulfill the terms of this Cooperative Agreement during the performance period on behalf of the *Sub-recipient*.

Name: _____ Title: _____
(Sub-recipient Grant Administrator)

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code _____

Telephone Number: () _____ Fax Number: () _____

Cellular Number: () _____ Pager Number: () _____

Email Address: _____

Appointed by: _____ Date: _____
(Print Name)

Signature: _____ Title: _____

LOCAL HOMELAND SECURITY PROGRAM

Sub-recipient will prepare a Program narrative and Budget Worksheet describing how the jurisdiction will use allocated funds to support the defined projects and objectives from the State's Homeland Security Strategy.

These funds may be used for homeland security and emergency operations planning; the purchase of specialized equipment to enhance the capability of local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber attacks; attendance at FEMA-sponsored or approved CBRNE training courses; for costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises; and for costs associated with implementing State Homeland Security Strategy.

ALLOWABLE PROJECTS, GOALS & OBJECTIVES:

HSGP

PROJECT:

Establish/enhance a terrorism intelligence/early warning system, center, or task force.

GOAL:

Increase jurisdiction participation with multi-level intelligence components/agencies to deter/prevent WMD/Terrorism incidents

Objectives:

Provide Intel gathering and information sharing capabilities to 50% of local jurisdictions within 3 years after approval of state strategy.

Develop a joint 24-hour emergency notification system for first responders and others who are in a critical, need-to-know position. This includes the Health Alert Network (HAN) and DPS information dissemination to local law enforcement within 3 years after approval of state strategy.

PROJECT

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts.

Objectives:

Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within 3 years after approval of state strategy.

Improve by 5% the number of emergency responders prepared to respond to WMD/CBRNE incidents, including hoaxes and suspicious packages within 3 years of the approval of the state strategy.

**Fiscal Year 2019 State Domestic Preparedness Equipment
Program
Equipment Purchase Budget Detail Worksheet and
Impact of Funding Table**

Jurisdiction: _____

Category	Item	Quantity	Total Cost	Items to Each Discipline (s)	Allocation to Each Discipline (s)
Personal Protective Equipment					
Explosive Device Mitigation and Remediation Equipment					
CBRNE Search & Rescue Equipment					
Interoperable Communication Equipment					
Detection Equipment					
Decontamination Equipment					
Physical Security Enhancement Equipment					
Terrorism Incident Prevention Equipment					
CBRNE Logistical Support Equipment					
CBRNE Incident Response Vehicle					
Medical Supplies and Limited Types of Pharmaceuticals					
CBRNE Reference Materials					
Agricultural Terrorism Prevention, Response and Mitigation Equipment					
CBRNE Response Watercraft					

CBRNE Aviation Equipment					
Cyber Security Enhancement Equipment					
Intervention Equipment					
Other Authorized Equipment					
Total:			\$		

List of Suggested Abbreviations

LE - Law Enforcement
 EMS-FB - Emergency Medical Services (Fire Based)
 EMS-NFB – Emergency Medical Services (Non Fire Based)
 EMA - Emergency Management
 FS - Fire Service
 HZ - HAZMAT
 PW - Public Works
 PH - Public Health
 GA - Governmental Administrative
 PSC - Public Safety Communications
 HC - Health Care
 Ag – Agriculture
 CS – Cyber Security

Fiscal Year 2019

Planning Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Planning Total:

Planning Budget Category	Item	Amount
Personnel (Full, Part-time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Travel		
Sub-Total		
Overtime/Backfill		
Sub-Total:		
Meeting Expenses		
Sub-Total:		
Office Equipment		
Sub-Total:		
Supplies		
Sub-Total:		
Total Jurisdictional Allocation:		

Fiscal Year 2019

Training Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Training Total:

Training Budget Category	Item	Amount
Personnel (Full, Part-Time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Overtime/Backfill		
Sub-Total:		
Travel		
Sub-Total:		
Supplies		
Sub-Total:		
Other Items		
Sub-Total:		
Total Allocation:		

Fiscal Year 2019

Exercise Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Exercise Total:

Exercise Budget Category	Item	Amount
Personnel (Full, Part-Time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Overtime/Backfill		
Sub-Total:		
Travel		
Sub-Total:		
Supplies		
Sub-Total:		
Other Items		
Sub-Total:		
Total Allocation:		

Fiscal Year 2019

Administrative Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Administrative Total:

Administrative Budget Category	Item	Amount
Personnel (Full, Part-time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Travel		
Sub-Total:		
Meeting Expenses		
Sub-Total:		
Office Equipment		
Sub-Total:		
Supplies		
Sub-Total:		
Total Jurisdictional Allocation:		



FIRE DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5950
Fax: 228-868-5808

Central Station
1515 23rd Avenue
Gulfport, MS 39501

Memorandum

FIRE DEPARTMENT

To: Mayor Billy Hewes
Dr. John Kelly, CAO
Councilman Kenneth Casey
Councilman Ron Roland
Councilwoman Ella Holmes-Hines
Councilman F.B. Walker IV
Councilman Myles Sharp
Councilman Robert Flowers
Councilwoman Cara L. Pucheu

From: Mike Beyerstedt, Fire Chief

Date: November 4, 2019

Re: **Permission to Accept the Mississippi Department of Public Safety,
Office of Homeland Security Grant.**

Please place the item described below on the November 19, 2019 Council Agenda.

The State of Mississippi, Department of Public Safety, Office of Homeland Security has awarded the City of Gulfport Fire Department a grant in the amount of \$104,000.00 for the purpose of Task Force III Equipment, Training and Operations as related to the Mississippi Office of Homeland Security initiatives.

Thank you for your consideration in this matter,

Michael Beyerstedt
Fire Chief, City of Gulfport

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 OF GULFPORT TO ACCEPT MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT NUMBER EMW-2019-SS-00009, TO AUTHORIZE THE EXECUTION OF ANY AND ALL DOCUMENTS REQUIRED TO ACCEPT THE SAME, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, by and through the City of Gulfport Fire Department, was granted permission and authorization by the City Council to apply for the Fiscal Year 2019 Mississippi Office of Homeland Security Grant Number **EMW-2019-SS-00009**; and

WHEREAS, the authorized grant application was submitted, and the City has recently been advised that the City is the recipient of a fiscal Year 2019 Mississippi Office of Homeland Security Grant in the amount of \$10,000.00 for Task Force III Equipment; and

WHEREAS, the City of Gulfport seeks authorization of the City Council to accept the aforementioned grant and seeks authorization for the Mayor and/or other official required by the Mississippi Office of Homeland Security to execute any and all documents as may be required to accept the Fiscal Year 2019 Homeland Security Grant Number **EMW-2019-SS-00009** in the amount of \$10,000.00 (see Exhibit “A” attached).

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

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

Section 2. That the City of Gulfport, by and through its Fire Department, be and it is hereby authorized to accept the Fiscal Year 2019 Homeland Security Grant Number **EMW-2019-SS-00009** in the amount of \$10,000.00, the details of which are more fully set forth in the grant documents, attached hereto as Exhibit “A” and the Mayor (and other requested officials) be and hereby is authorized to execute any and all documents as may be required to accept and administer the grant.

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



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

October 28, 2019

Battalion Chief Chad Bryant
City of Gulfport Fire Department
1515 23rd Avenue
Gulfport, MS 39501

Dear State Homeland Security Grant Recipient:

Enclosed you will find your Homeland Security Grant Program Award Letter and Grant Recipient Agreement for the Fiscal Year 2019. These funds in the amount of \$10,000.00 are for the purpose of Task Force III Equipment as related to the Mississippi Office of Homeland Security initiatives. Please thoroughly read the Cooperative Agreement and make sure that you complete the following documents:

1. Awards Letter
2. Special Conditions Form
3. Article XI Execution form (Do not leave off your DUNS number)
4. Designation of Subgrantee Grant Administrator (SGA)
5. Scope of Work (Budget Narrative)
6. Completed Budget Detail Worksheets
7. Audit and Implementation Forms
8. 2019 Nationwide Cybersecurity Review Completion Verification

All forms are provided on the flash drive; along with example templates. All mentioned documents are required to be in this office no later than **December 15, 2019**. Failure to return all signed and required documentation by the above date will result in the reallocation of these funds.

Please contact our office if you should have any questions. You may reach me at 601-346-1504.

Regards,

Marsha Manuel, Grants Director

MM/rds



PHIL BRYANT
GOVERNOR

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

MARSHALL L. FISHER
COMMISSIONER

SUBRECIPIENT GRANT AWARD

Subrecipient:

**CITY of GULFPORT FIRE DEPARTMENT
(Task Force III Equipment)**

Project Title(s):

Homeland Security Grant Program

Grant Period:

10-01-19 – 09-30-20

Date of Award:

09-24-19

Total Amount of Award:

\$10,000.00

Grant No.:

A19HS202T

In accordance with the provisions of Federal Fiscal Year 2019 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Subrecipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2019-SS-00009**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C. 603).

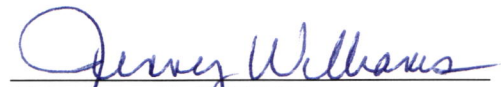
Payment of Funds: The original signed copy of this Award must be signed by the Official Authorized to Sign in the space below and returned to the MOHS **no later than December 15, 2019. The grant shall be effective upon return of this form and final approval the MOHS of the grant budget and program narrative.** Grant funds will be disbursed to subgrantees (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Act requires that subrecipients provide assurance that subrecipient funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE FOR THE SUBRECIPIENT

Signature of Official Authorized to Sign


Signature of MOHS Director

SUBRECIPIENT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE MOHS OF THE SUBRECIPIENT'S GRANT PROGRAM BUDGET AND NARRATIVE.

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to receive assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements, if applicable.
5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as applicable and/or as directed by the DPS Authorized Representative.
6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.
7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.
11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.
12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.

Grant Recipient Representative

Date

MISSISSIPPI OFFICE OF HOMELAND SECURITY

STATE HOMELAND SECURITY GRANT PROGRAM SPECIAL CONDITIONS

- * * * * *
1. All sub-grantees must comply with the National Incident Management System (NIMS) minimum requirements as specified in the Fiscal Year 2006 Homeland Security Grant Program Guidelines and Application Kit, page 47-48. By September 30, 2006, all jurisdictions must be fully NIMS compliant. FY06 and FY07 Homeland Security grant funds are contingent on NIMS compliance.
 2. All sub-grantees must comply and be familiar with Homeland Security Presidential Directive-8, with regards to the IED Scenario, as mandated by the Office of Domestic Preparedness.
 3. All sub-grantees are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
 4. All sub-grantees are required by the Office of Domestic Preparedness to use the Global Justice Data Model specifications and guidelines regarding the use of XML for all HSGP awards.
 5. Prior to the obligation or expenditure of any funds awarded through this grant, the Sub-recipient must become a legal signatory of the Statewide Mutual Agreement, maintained by the STATE EMERGENCY MANAGEMENT AGENCY. Furthermore, the Sub-grantee agree and understand that by allowing any agency to receive direct or indirect support from these grant funds without becoming a legal signatory to the said agreement is a direct violation of the terms and conditions of this grant award.
 6. All SHSP sub-grantees must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
 7. Recurring costs/fees are not allowable for funding under the 2006 HSGP. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only.
 8. Position descriptions for each person to be paid with grant funds and organizational chart identifying grant funded position(s).
 9. A physical inventory of property and equipment (as defined in Section IV, D.) must be taken and the results reconciled with the property control form at least once every two years. This report must be prepared and submitted by the sub-recipient to the SAA by January 31 of each year beginning in calendar year 2016.
 10. The MOHS requires that property acquired with grant funds be tagged and tracked using a computer-based inventory system.
 11. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. In an effort to realize improved interoperability, all radios purchased under this grant should be APCO 25 compliant.
 12. The Budget Worksheet and/or Budget Narrative pages for this grant need to be revised before obligation of any grant funds.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above conditions.

Signature of the Chief Executive Officer

Date

**STATE OF MISSISSIPPI
AND
GOVERNOR PHIL BRYANT**



**HOMELAND SECURITY
COOPERATIVE AGREEMENT**

Between

CITY OF GULFPORT FIRE DEPARTMENT

AND

MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY



HOMELAND SECURITY COOPERATIVE AGREEMENT (CA)

On behalf of Governor Phil Bryant, this Cooperative Agreement is entered into between the Department of Public Safety, Office of Homeland Security, hereto referred to as *Recipient*, and the City of Gulfport Fire Department hereto referred to as Sub-recipient.

Article I. Purpose

The purpose of this Cooperative Agreement (CA) is to utilize 100% federal funding (no match required) provided through FEMA, U.S. Department of Homeland Security to enhance capabilities within the State of Mississippi to respond to acts of domestic and international terrorism including the use of weapons of mass destruction. The Department of Public Safety, Office of Homeland Security will accomplish this by prioritizing and facilitating the delivery and use of federal financial assistance as identified in the published Office for Domestic Preparedness Homeland Security Grant Program Guidance (attached). This enables the Sub-recipient to exercise management discretion and control in achieving the specified objectives of this Cooperative Agreement within the State of Mississippi. It is intended that this partnership will result in the development of a competent and sustainable system designed to provide prevention/deterrence and emergency response to a potential terrorism event within the State.

Article II. Budget Narrative

The objectives outlined within the performance period of this Cooperative Agreement will be supportive of the priorities defined in the State Homeland Security Three-Year Strategic Plan in the form of equipment, planning, training, exercise, management and administration funding and shall be in compliance with FEMA Homeland Security Grant Program Guidance.

Article III. Period of Performance

The period of performance for this Cooperative Agreement shall begin on the date of acceptance of the **SUBRECIPIENT AWARD** execution and shall continue through the period of SUBRECIPIENT AWARD unless terminated by the Department of Public Safety. Future SUBRECIPIENT AWARDS for supporting the requirements of the jurisdiction may be awarded under the terms of this agreement through additional sub grants so long as all signatory officials remain unchanged.

Article IV. Reports

The Quarterly Report and financial reports: Request for reimbursement is due within 30 days after each reporting quarter: 1st Quarter, October-December, 2nd Quarter, January-March; 3rd Quarter, April-June; 4th Quarter, July-September.

The Quarterly and Progress reports must be submitted so that progress can be tracked and outcomes evaluated.

Article V. Roles and Responsibilities

A. Local Sub recipient General Guidance

1. The local *Sub-recipient* shall develop and improve their capability to combat the affects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published OJP selected equipment list or support of planning, exercises or training activities associated with the prevention, response or recovery from terrorism incidents.
2. The chief elected official is responsible for committing to the terms of this CA, budgeting local funds to purchase equipment or support jurisdictional exercise, training and planning efforts for executing this CA on behalf of the Sub-recipient's jurisdiction.
3. The Sub-Recipient shall designate a *Sub-recipient* public official as the Sub-recipient Grant Administrator (SGA) for developing and attaching the CA scope of work to Appendices A & B, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-recipient to *Recipient* for repayment. **The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MSOHS) via the Biannual Strategy Implementation Report (BSIR)**

B. Local Homeland Security Program Guidance

The Homeland Security Grant Program (HSGP) through the State Homeland Security Program (SHSP) provides funds for homeland security and emergency operations planning; the purchase of specialized equipment to enhance the capability of State and local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE)

weapons and cyber attacks; for costs related to the design, development, and conduct of a State CBRNE and cyber security training programs and attendance at ODP-sponsored CBRNE training courses; for costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises; and for costs associated with implementing State Homeland Security Assessments and Strategies (SHSAS). See Annex A (Local Homeland Security Program) for specific guidance, policies, and reporting requirements.

C. State Recipient

1. The *Recipient* shall be the Department of Public Safety, Office of Homeland Security, acting on behalf of the State of Mississippi.
2. The Commissioner of the Department of Public Safety (DPS) or the Commissioner's Designee is the state signatory official and shall be the principal state official responsible for committing the state to the terms of this agreement. The DPS Commissioner, or his designee acting in the absence of the Commissioner, will exercise final approval authority of all *Sub-recipient* applications, grant awards, allocations, and requests for reimbursements and for ensuring overall *Recipient* administration.
3. The DPS, Office of Homeland Security, is designated the Recipient Point-of- Contact (POC) for assisting the *Sub-recipient* in developing the authorized equipment purchase list, specialized training requirements, and for providing overall day-to-day program management.

D. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

The SAA will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps will include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business

Development Agency of the Department of Commerce and MS Development Authority Office of Minority Business.

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Article VI. Funding Consideration

The *Recipient* POC will receive and review *Sub-recipient's* application and forward to the SAA Director for approval. After approval the *Recipient* will issue a sub-recipient award letter, which authorizes the *Sub-recipient* to expend local funds and be reimbursed pursuant to the terms of this CA. **Local funds expended prior to the date of the award letter are not authorized to be reimbursed.**

When the *Sub-recipient* has expended funds awarded, the SGA will prepare and submit a Request for Reimbursement to the *Recipient POC*. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The *Recipient POC* will review the reimbursement package for completeness and forward to the *Recipient* Office of the Comptroller for payment.

- A. The *Recipient* will not be liable under this Agreement for any amount greater than the award allocated by the Office for Domestic Preparedness to the State for the grant performance period.
- B. No cost or obligation shall be incurred by the *Recipient* under this Agreement unless and until the *Recipient* advises the *Sub-recipient* in writing that the application has been approved and funds are available.
- C. Reimbursement will be made by the *Recipient* to the *Sub-recipient* based on the **Mississippi Sub-recipient Reporting Worksheet**. Required documentation must accompany the worksheet.
- D. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.
- E. *Sub-recipient's* requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the recipient POC explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in current annual jurisdictional budget must be accompanied by purchase orders.
- F. *Sub-recipient's* Request for Reimbursement and other required financial reports will be submitted to the *Recipient* with a copy of all receipt(s) or invoices showing that authorized equipment or other expenditures such as

personnel, supplies, etc. has been paid for in-full by *Sub-recipient* and attached to an approved grant application.

Article VII. Maintenance, Replacement costs and Use of Equipment, Sell & Disposal

- A. Equipment purchased under the terms of this CA will be stored, maintained and used in accordance with the purpose and objectives of this Cooperative Agreement. The equipment may be used for terrorism training and exercise purposes and in response to an actual terrorism event. If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs will be the sole responsibility of the *Sub-recipients*.
- B. The sub-recipient is required to maintain an equipment inventory list that contains the following information: equipment description, identification/serial number, title holder, acquisition date, cost, percentage of federal funds used in the cost, location, use and condition, and disposition date.
- C. Instructions on how to sell and/or dispose of equipment, please visit our website at www.homelandsecurity.ms.gov. (Click on the tab Grants / Grant Forms)

Article VIII. Nonperformance

Failure by the *Sub-recipient* to comply with the terms of this Cooperative Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the *Recipient*. Failure to expend all grant funds awarded (by date stated on Awards Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

Article IX. Administrative Provisions

The *Recipient* and *Sub-recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

C. Other Provisions

1. Nothing in this agreement is intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
2. Sub-recipient is required to ensure that grant monies are used to support all Emergency Service related agencies and departments, specifically law enforcement, fire and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.
3. If the sub-recipient (organization/jurisdiction) expends \$750,000 or more in federal funds (from all sources including pass-through sub awards) in the sub-recipient's (organization/jurisdiction) fiscal year (12-month turnaround reporting period) is required to have a single organization/jurisdiction wide audit conducted in accordance with 2 CFR 200.
4. All final requests for reimbursement must be received in the Mississippi Office of Homeland Security no later than 45 days after the period of performance.
5. Sub-recipient is required to complete EHP Review as required for Equipment Purchases and any type of Construction.
6. All sub-recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities in order to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.
7. **Effective October 1, 2010 ALL sub-recipients are required to have and furnish a Dun and Bradstreet Data Universal Numbering System (DUNS) number to the Mississippi Office of Homeland Security as a component of the Article IX. A DUNS number is the nine digit number established and assigned by Dun and Bradstreet, Inc (D&B) to uniquely identify business entities. If your jurisdiction does not have a DUNS number, one may be obtained from D&B by**

telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

NO GRANT AWARD LETTER WILL BE ISSUED WITHOUT THE SUB RECIPIENT HAVING A DUNS NUMBER.

Article X. Monitoring

A. Management Decision

Management will evaluate audit findings, questioned costs and corrective action plans. The issuance of a written decision will be issued to the sub-recipient, which will entail whether or not the audit finding is sustained; the reasons for the decision; the expected action of the sub-recipient to repay any disallowed costs, make financial adjustments or take other actions; the reference number(s) the auditor assigned to each audit finding; and a description of any appeal process available to the sub-recipient regarding the management decision, as required by 2 CFR 200.521. If the sub-recipient has not completed corrective action, a timetable follow-up will be given.

B. Audit Review Follow-Up

- Contacts sub-recipient(s) for additional information as needed.
- Determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution.
- Updates the status of each audit review until all follow-up actions are completed and the file is closed.

Article XI. Execution

IN WITNESS WHEREOF, the parties names herein have duly executed this Cooperative Agreement on the date set forth below:

SUBRECIPIENT: CITY OF GULFPORT FIRE DEPARTMENT ATTEST:

By: _____ Date: _____
Authorized Official

DUNS Number: _____

APPROVED: State of Mississippi

By: Jenny Wilkerson Date: 10/1/2019
Executive Director
Mississippi Office of Homeland Security

**STATE HOMELAND SECURITY
GRANT PROGRAM**

LOCAL HOMELAND SECURITY PROGRAM FISCAL YEAR 2019

TOTAL AWARD: \$10,000.00

Allowable Equipment Costs

Allowable equipment categories for FY19 HSGP are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by ODP and the Oklahoma City National Memorial Institute for the Prevention of Terrorism (MIPT) at <http://www.rkb.us>. The website is designed to provide emergency responders, purchasers, and planners with a trusted, integrated, online source of information on products, standards, certifications, grants, and other equipment related information. By integrating this information, which includes the Inter-Agency Board's (IAB) Standardized Equipment List (SEL) and the AEL from ODP, into one location, responders, vendors, standards organizations, training facilities, and grant making organizations have a trusted first source to answering questions such as:

- What equipment is on the market?
- Has it been certified?
- If so, to what standard?
- What training is needed to use it effectively?
- Are there experts available for consultation and questions?

The FY19 HSGP, AEL is housed on the RKB and relies heavily on the SEL developed by the IAB for Equipment Standardization and Interoperability. The 2019 AEL has been modified to facilitate cross-referencing of the SEL in an effort to eliminate redundancy. Both the AEL and SEL are available on the RKB, which also offers an interactive version that provides links to corresponding SEL items and commercial products. In some cases, items on the SEL are not allowable under FY19 HSGP or will not be eligible for purchase unless specific conditions are met. In addition, some items eligible under this grant program are beyond the scope of the SEL and thus will only appear in the AEL.

Planning Costs Allowable

SHSP funds may be used for a range of homeland security planning activities, including the following:

Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:

- Costs associated with the implementation and adoption HSPD-8 initiatives
- Costs associated with the implementation and adoption of NIMS
- Costs associated with the modifying existing incident management and emergency operations plans to ensure proper alignment with the NRP coordinating structures, processes, and protocols
- Establishment or enhancement of mutual aid agreements
- Development of communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIC
- Design state and local geospatial data systems
- Development of related critical infrastructure terrorism prevention activities including:
 - o Planning for enhancing security during heightened alerts, during terrorist incidents and/or during mitigation and recovery
 - o Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils
 - o Citizen Corps activities in communities surrounding critical infrastructure sites, including Neighborhood Watch, VIPs, and other opportunities for citizen participation
 - o Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
 - o CIP cost assessments, including resources (financial, personnel, etc.) required for security enhancements/deployments.

Develop and enhance plans and protocols, including but not limited to:

- Develop or enhance emergency operations plans and operating procedures
- Develop terrorism prevention/deterrence plans
- Develop plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Develop or enhance border security plans
- Develop or enhance cyber security plans
- Develop or enhance cyber risk mitigation plans
- Develop or enhance agriculture/food security risk mitigation, response, and recovery plans
- Develop public/private sector partnership emergency response, assessment, and resource sharing plans
- Develop or update local or regional communications plans
- Development of plans to support and assist special needs jurisdictions, such as port authorities and rail and mass transit agencies
- Development or enhancement of continuity of operations and continuity of government plans
- Development or enhancement of existing catastrophic incident response and recovery plans to include and integrate federal assets provided under the NRP.

Develop or conduct assessments, including but not limited to:

- Conduct point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conduct cyber risk and vulnerability assessments
- Conducting assessments and exercises of existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and state resources
- Activities which directly support the identification of specific catastrophic incident priority response and recovery projected needs
- Activities which directly support the identification and advance preparation of predesignated temporary housing sites; for example:
 - o Conducting assessments and studies to identify qualified candidate sites
 - o Obtaining accurate site surveys and existing utility information
 - o Coordinating zoning requirements and necessary permits and/or waivers
 - o Coordinating environmental impact requirements related to a selected site
 - o Coordinating historic preservation requirements related to a selected site.

Allowable Training Costs

Local jurisdictions may use HSGP funds to enhance the capabilities of state and local emergency preparedness and response personnel through development of a state homeland security training program. Allowable training-related costs under ODP grant programs include: 1) establishment of CBRNE terrorism and cyber security training programs within existing training academies, universities or junior colleges; and 2) overtime and backfill costs associated with attendance at ODP-sponsored and ODP approved CBRNE and cyber security training courses.

The target audience for training courses include emergency preparedness, prevention and response personnel, emergency managers and public/elected officials within the following disciplines: firefighters, law enforcement, emergency management, emergency medical services, hazardous materials, public works, public health, health care, public safety communications, governmental administrative, cyber security and private security providers. The homeland security training program should also include training for citizens in awareness, preparedness, prevention, response skills, and volunteer activities and be coordinated through state and local Citizen Corps Councils.

Local jurisdictions are encouraged to adopt current ODP awareness and performance level courses. In order to deliver these courses, state and local instructors must have been certified to deliver the course by successfully completing ODP train-the-trainer courses. Detailed descriptions of ODP courses are included in the *ODP CBRNE Training Course Catalog* at <http://www.ojp.usdoj.gov/odp/docs/coursecatalog.pdf>. Programs of instruction for these courses will be made available upon request to assist efforts to institutionalize these training programs at the state and local levels.

ODP will conduct periodic reviews of all state and urban area training funded by ODP. These reviews may include requests for all course materials and physical observation of participation in the funded training. If these reviews determine that courses are outside the scope of this guidance, recipients will be asked to reimburse grant fund expended in support of those efforts.

ODP provides the following definitions of key training terms to facilitate a common understanding of the FY19 HSGP guidance:

- **ODP Courses:** Those courses developed for and/or delivered by institutions and organizations funded by ODP.
- **Federal Courses Related to CBRNE Terrorism:** Those courses developed for and or delivered by institutions funded by federal entities other than ODP which fall within the ODP mission scope: of which is to prepare state and local personnel to prevent, respond to, and recover from acts of terrorism involving CBRNE weapons.
- **Non-Federal Courses:** Those courses developed for and or delivered by institutions or organizations other than federal entities or ODP.

In addition, local jurisdictions shall follow accepted principles of instructional systems design, employing the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) model or equivalent methodologies. (The ADDIE process is explained in greater depth in the *ODP Blended Learning Strategy* available on the ODP website at: <http://www.ojp.usdoj.gov/odp/blendedlearning>.) Local jurisdictions shall apply these methodologies to ensure that complete curriculum exists for training funded by ODP grant. Complete curriculum consists of:

- **Level of Training.** The state or urban area will identify the level(s) of training of the course(s) and materials submitted. Each submission must be identified as Awareness, Performance–Defense (Occupational Safety and Health Administration (OSHA) Operations), Performance–Offensive (OSHA Technician), or Planning/Management (OSHA Incident Command) levels. More detailed descriptions of the levels can be found at <http://www.ojp.usdoj.gov/odp/training.htm> or <http://www.osha.gov>.
- **Program of Instruction/Syllabus.** The program of instruction or syllabus is an outline or matrix of the course content. It addresses the scope of the training, course learning objectives, duration of the training (broken-down by module, session, or lesson), resource requirements, instructor to student ratio and an evaluation strategy. These items are not all-inclusive, but are the minimum categories that should be addressed.
- **Training Support Package.** The training support package includes all of the materials associated with the delivery of a training course. The following items should be included:
 - o **Instructor Guide/Instructor Outline/Instructor Lesson Plans:** The published instructor material that contains course text and special instructor notes that provides the information to deliver the material

- o **Participant Manual/Guide/Workbook:** The published student material that contains the supporting information in booklet or handout form that the participant has available for reference
 - o **Audio/Visual Support Materials:** Any audio/visual components that are part of any learning module, session, lesson, or that supports the overall training being delivered
 - o **Special Support Materials:** Any descriptions of practical exercises, tabletop exercises, hands-on exercises, or other material that supports learning objectives
- **Module/Session/Lesson Content.** Training courses should be designed based on a building block approach. Each sub-component in the course should be titled as a module, session, or lesson. Regardless of the title, each module, session, or lesson, should have a Lesson Administration Page that outlines the following:
- o **Scope Statement:** A brief description of the content of the module, session or lesson
 - o **Terminal Learning Objectives:** An action verb statement that outlines what the participant is expected to learn or be capable of performing at the conclusion of the module, session, or lesson. There should be only one terminal learning objective per module, session, or lesson
 - o **Enabling Learning Objectives:** Enabling learning objectives are the incremental learning objectives that support the terminal learning objective. There should be at least one enabling learning objective per module, session or lesson. Each enabling learning objective must be a measurable performance statement that enables the participant to demonstrate achievement of the terminal learning objective
 - o **Resource List:** A listing of the resources needed to successfully accomplish the module, session, or lesson
 - o **Instructor to Participant Ratio:** The instructor to participant requirement for successful presentation of the material (e.g., 1:25)
 - o **Reference List:** A listing of all reference materials used to develop the module, session, or lesson (This information may also be included as a bibliography).
 - o **Practical Exercise Statement:** This describes any exercises associated with the module, session, or lesson
 - o **Evaluation Strategy:** This defines the strategy used to evaluate the module, session, or lesson (e.g., written and/or performance test).

Conditional Approvals of Non-ODP Courses. In contrast to FY04, no conditional approvals, in advance of an independent third-party subject matter expert (SME) review, will be granted in FY19 for use of ODP funds to develop or institutionalize non-ODP courses. ODP will require local jurisdictions to adhere to a streamlined course approval process. Please see *Appendix E: Overview of Approval Process for Non-ODP Developed Courses* for more information. Courses will either be approved or disapproved following this review process.

Attending Other Federal Courses Related to CBRNE Terrorism. Local jurisdictions are no longer required to submit requests for personnel to attend certain Federal courses that fall within the ODP mission scope of preparing state and local personnel to prevent,

respond to, and recover from acts of terrorism involving CBRNE weapons. In lieu of requesting approval, local jurisdictions will be required to submit information on all federal training they are supporting with ODP funds via the Training section of the ODP website (<http://www.ojp.usdoj.gov/odp/training.htm>). This information will consist of course title, level of the training, the training provider, the date of the course, the number of individuals to be trained, and the sponsoring jurisdiction.

Several broad categories of courses will automatically be included in the list of eligible federal courses:

- All NIMS training approved by the NIMS Integration Center (NIC) is eligible for use of ODP funds.
- All Incident Command System (ICS) training offered through the National Fire Academy and the Emergency Management Institute is eligible for use of ODP funds. This guidance applies to resident training, train-the-trainer, and field delivery of courses.

A list of federal courses that fall within the ODP mission scope is included in *Appendix F: Federal Training Course List*.

These courses must build additional capabilities that 1) meet a specific need identified through the homeland security assessment process, and 2) comport with the State or Urban Area Homeland Security Strategy.

Federal funds must be used to supplement—not supplant—existing funds that have been appropriated for the same purpose. Thus, if the state or urban area has already budgeted for personnel to attend courses, ODP funds may only be used to send additional individuals above and beyond those previously budgeted.

Eligibility of Hazardous Materials Courses. Hazardous materials courses, including basic, operations, and technician level courses, are eligible for support through ODP funds **only if the course fully addresses the hazardous materials sections included in the ODP Emergency Responder Guidelines and the ODP Homeland Security Guidelines for Prevention and Deterrence**. If the hazardous materials course does **not fully** address the hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the course is not considered an allowable use of ODP funds.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

Eligibility of Search and Rescue, Special Weapons and Tactics (SWAT), and Medical Trauma Courses. On September 1, 2004, ODP issued Information Bulletin #132 on the

Interagency Security Plan, available at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm>. In this bulletin, ODP expanded the allowable use of grant funds to support additional training in the areas of search and rescue, SWAT, and medical trauma provided certain requirements were met. The following sections provide further detail on these initiatives.

- *Eligibility of Search and Rescue Courses:* Local jurisdictions shall conduct search and rescue training in compliance with:

- o NFPA 1670, *Standard on Operations and Training for Technical Rescue and Search Incidents*
- o NFPA 1006, *Standard for Rescue Technician Professional Qualifications* Only
Urban Search and Rescue (USAR) courses approved by FEMA and delivered by FEMA-certified providers are eligible for use of ODP funds. A list of these courses and providers will be maintained by ODP in coordination with FEMA.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

If the basic, foundational USAR course fully addresses the fire service and or hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational USAR course does **not** fully address these sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the USAR course to be considered an allowable use of ODP funds.

These USAR courses are intended to build a critical capacity at the state and local levels. **The execution of this training in the stated capacity-building context is unrelated to designation of national USAR teams. Therefore, local jurisdictions and UASI jurisdictions may not request such designation based on training.**

- *Eligibility of SWAT Courses:* SWAT courses, including basic, foundational courses, are eligible for support through ODP funds, provided that the training meets the following requirements:

- o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
- o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of SWAT personnel.

- o Trainees shall be sworn officers and shall have completed a Basic SWAT school accredited by the appropriate state-level criminal justice organization.
- o Training shall be conducted by instructors certified by a state or national level criminal justice organization
- o The State or Urban Area shall develop and implement a safety plan excluding service ammunition and weapons from the training site and shall not employ live chemical agents (to include OC) or impact weapons during the training
- o If a foundational SWAT course fully addresses the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational SWAT course does **not** fully address the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational SWAT course to be considered an allowable use of ODP funds.

• *Eligibility of Medical Trauma Courses:* Medical trauma courses—including basic, foundational courses—are eligible for support through ODP funds, provided that the training meets the following requirements:

- o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
- o Local jurisdictions shall conduct training in compliance with NFPA 473, *Standard Competencies for EMS Personnel Responding to Hazardous Materials Incidents*.
- o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of EMS providers.
- o Local jurisdictions shall coordinate their efforts with the closest MMRS jurisdiction.
- o Trainees shall have completed a basic Emergency Medical Technician (EMT) certification per the state or local accreditation requirements. This type of training may not be funded with ODP monies.
- o If a foundational medical trauma course fully addresses the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational medical trauma course does **not** fully address the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student Must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational medical trauma course to be considered an allowable use of ODP funds.

Evaluation of ODP Training Courses. The goal of evaluating ODP training courses is to determine how much a participant's knowledge, skills, and abilities change after completion of a course relative to knowledge, skills, and abilities prior to the class. ODP utilizes a self-assessment methodology and collects information via a standardized evaluation form. The form is designed to gather data about the course and participant, including data such as the participant's professional discipline and years of service. Additionally, the evaluation measures the participant's knowledge relative to a set of standardized learning objectives both before and after taking the course.

If a state or local jurisdiction uses ODP funds to provide ODP-approved courses, the state or local jurisdiction must use the standard evaluation form to collect data about the course and its participants. An ODP-approved course is defined as one developed by the state or local jurisdiction and approved by ODP for delivery. If the state or local jurisdiction receives training through its ODP course allocation, the training partner delivering the course is responsible for data collection and entry. Similarly, if the state or local jurisdiction enters into a direct contract with one of the ODP training partners, training partner is still responsible for the data collection and entry function.

However, if the ODP-sponsored course is delivered by a state or local organization, the course provider is responsible for collecting data on the course and its participants. As part of the course approval process, the course developer establishes a set of course objectives directly tied to the course content. The objectives are incorporated into the standardized course evaluation form. Course participants are required to complete all fields and the course instructor is responsible for ensuring that all forms are complete. Course providers are granted access to and enter data into the ODP Secure Portal. Costs related to developing and administering the self-assessment and collecting information via a standardized evaluation form is allowable.

Allowable Exercise Costs

Exercises conducted with ODP support (grant funds or direct support) must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Volumes I-III contain guidance and recommendations for designing, developing, conducting, and evaluating exercises. HSEEP Volumes I-III can be found at ODP's website at <http://www.ojp.usdoj.gov/odp/exercises.htm>. Volume IV, which contains sample exercise materials and documents, can be found on ODP's Secure Portal at <https://odp.esportals.com> or <http://www.llis.gov>.

Exercise Planning Workshop. Local jurisdictions must conduct an annual Exercise Planning Workshop (EPW) to examine the progress and effectiveness of their current exercise strategy and program. A Multiyear Exercise Plan and schedule must be produced from the EPW and submitted through ODP's Secure Portal Exercise Scheduler located at <https://odp.esportals.com>. Refer to HSEEP Volume III, Chapter 2 for further guidance on EPWs and the Multiyear Exercise Plan and schedule.

Exercise Scenarios. The scenarios used in SHSP, UASI, and LETPP-funded exercises must be terrorism-related and based on the state's/urban area's homeland security strategy and plans. Acceptable scenarios for exercises include: chemical, biological, radiological, nuclear, explosive, cyber and agricultural. Recipients that need further clarification on scenarios should consult with their ODP Exercise Manager for assistance and/or approval. Fifteen all-hazards National Planning Scenarios, including twelve terrorism scenarios, have been developed, and will be made available for use in national, federal, state, and local homeland security preparedness activities. Citizen participation in exercises is encouraged to include back filling non-professional tasks for first responders deployed on exercise, administrative and logistical assistance with exercise implementation, and providing simulated victims, press, and members of the public. Citizen participation in exercises should be coordinated with local Citizen Corps Council(s).

Recipients that wish to expend funds on models, simulations, or games (MS&G) must consult with "Review of Models, Simulations, and Games for Domestic Preparedness Training and Exercising, Volume III," which provides an overview and analysis of existing models, simulations and games. This report is available at <http://www.ojp.usdoj.gov/odp/exercises.htm>

Recipients must justify the purchase and use of a given MS&G product/service, by a) documenting the training and/or exercise objective(s), b) documenting how the selected product/service will support those objectives, and c) justification for the chosen product category (potentially referring to Volume III benefits/limitations). The form for this justification can be found at <http://www.ojp.usdoj.gov/odp/exercises.htm>.

If a state or urban area will be hosting an upcoming special event (e.g., Superbowl, G-8 Summit, etc.), or they anticipate that they will apply to be a venue for a future Top Officials (TOPOFF) exercise, they should plan to use SHSP or UASI funding to fund training and exercise activities in preparation for that event.

All tabletop exercises (TTXs), drills, functional exercises (FEs), and full-scale exercises (FSEs) will be evaluated and performance based. An After Action Report (AAR) and Improvement Plan will be prepared and submitted to DHS/ODP following every TTX, drill, FE, and FSE. AAR/IPs must be provided to ODP within 60 days following completion of each exercise (see HSEEP Volume II, Appendix A). Currently, these AAR/IPs can be submitted through the ODP Secure Portal. However ODP is working with other agencies to develop a national reporting system. ***A state or local jurisdiction that conducts an exercise using SHSP, UASI, and LETPP funds must follow the HSEEP doctrine and protocol contained in Volume II.***

Local jurisdictions are encouraged to develop a self-sustaining State Homeland Security Exercise and Evaluation Program which is modeled after the national HSEEP. This may include, for example: hiring dedicated exercise program staff, awareness seminars on HSEEP, attending exercise training courses, and maintaining a system to track the completion and submission of AARs and Improvement Plans from exercises (including costs associated with meeting with local units of government to define procedures).

Allowable Management and Administrative Costs

All programs within HSGP have allowable M&A costs for both the state-level as well as the local unit of government, urban area, or designated sub-recipient.

- **SHSP, UASI, LETPP, CCP, MMRS:** No more than **5% of the total amount** allocated to the state for each program within HSGP may be retained at the state level and used for M&A purposes. These state M&A funds must be included in the total funds retained by the state. In addition, local jurisdiction sub-recipients may retain and use up to **5% of their sub-award** for local M&A purposes.

Unauthorized Program Expenditures

Unauthorized program expenditures include: 1) expenditures for items such as general use software (word processing, spreadsheet, graphics, etc), general-use computers (other than for allowable M&A activities, or otherwise associated preparedness or response functions) and related equipment, general-use vehicles, licensing fees, weapons systems and ammunition; 2) activities unrelated to the completion and implementation of the SHSP; 3) other items not in accordance with the Authorized Equipment List or previously listed as allowable costs; and, 4) construction or renovation of facilities.

Designation of Sub-recipient Grant Administrator (SGA) STATE HOMELAND SECURITY PROGRAM

The following person is officially appointed to represent your jurisdiction as the *Sub-recipient* Grant Administrator (SGA) and is hereby duly authorized to fulfill the terms of this Cooperative Agreement during the performance period on behalf of the *Sub-recipient*.

Name: _____ Title: _____
(Sub-recipient Grant Administrator)

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code _____

Telephone Number: () _____ Fax Number: () _____

Cellular Number: () _____ Pager Number: () _____

Email Address: _____

Appointed by: _____ Date: _____
(Print Name)

Signature: _____ Title: _____

LOCAL HOMELAND SECURITY PROGRAM

Sub-recipient will prepare a Program narrative and Budget Worksheet describing how the jurisdiction will use allocated funds to support the defined projects and objectives from the State's Homeland Security Strategy.

These funds may be used for homeland security and emergency operations planning; the purchase of specialized equipment to enhance the capability of local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber attacks; attendance at FEMA-sponsored or approved CBRNE training courses; for costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises; and for costs associated with implementing State Homeland Security Strategy.

ALLOWABLE PROJECTS, GOALS & OBJECTIVES:

HSGP

PROJECT:

Establish/enhance a terrorism intelligence/early warning system, center, or task force.

GOAL:

Increase jurisdiction participation with multi-level intelligence components/agencies to deter/prevent WMD/Terrorism incidents

Objectives:

Provide Intel gathering and information sharing capabilities to 50% of local jurisdictions within 3 years after approval of state strategy.

Develop a joint 24-hour emergency notification system for first responders and others who are in a critical, need-to-know position. This includes the Health Alert Network (HAN) and DPS information dissemination to local law enforcement within 3 years after approval of state strategy.

PROJECT

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts.

Objectives:

Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within 3 years after approval of state strategy.

Improve by 5% the number of emergency responders prepared to respond to WMD/CBRNE incidents, including hoaxes and suspicious packages within 3 years of the approval of the state strategy.

**Fiscal Year 2019 State Domestic Preparedness Equipment
Program
Equipment Purchase Budget Detail Worksheet and
Impact of Funding Table**

Jurisdiction: _____

Category	Item	Quantity	Total Cost	Items to Each Discipline (s)	Allocation to Each Discipline (s)
Personal Protective Equipment					
Explosive Device Mitigation and Remediation Equipment					
CBRNE Search & Rescue Equipment					
Interoperable Communication Equipment					
Detection Equipment					
Decontamination Equipment					
Physical Security Enhancement Equipment					
Terrorism Incident Prevention Equipment					
CBRNE Logistical Support Equipment					
CBRNE Incident Response Vehicle					
Medical Supplies and Limited Types of Pharmaceuticals					
CBRNE Reference Materials					
Agricultural Terrorism Prevention, Response and Mitigation Equipment					
CBRNE Response Watercraft					

CBRNE Aviation Equipment					
Cyber Security Enhancement Equipment					
Intervention Equipment					
Other Authorized Equipment					
Total:			\$		

List of Suggested Abbreviations

LE - Law Enforcement
 EMS-FB - Emergency Medical Services (Fire Based)
 EMS-NFB – Emergency Medical Services (Non Fire Based)
 EMA - Emergency Management
 FS - Fire Service
 HZ - HAZMAT
 PW - Public Works
 PH - Public Health
 GA - Governmental Administrative
 PSC - Public Safety Communications
 HC - Health Care
 Ag – Agriculture
 CS – Cyber Security

Fiscal Year 2019

Planning Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Planning Total:

Planning Budget Category	Item	Amount
Personnel (Full, Part-time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Travel		
Sub-Total		
Overtime/Backfill		
Sub-Total:		
Meeting Expenses		
Sub-Total:		
Office Equipment		
Sub-Total:		
Supplies		
Sub-Total:		
Total Jurisdictional Allocation:		

Fiscal Year 2019

Training Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Training Total:

Training Budget Category	Item	Amount
Personnel (Full, Part-Time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Overtime/Backfill		
Sub-Total:		
Travel		
Sub-Total:		
Supplies		
Sub-Total:		
Other Items		
Sub-Total:		
Total Allocation:		

Fiscal Year 2019

Exercise Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Exercise Total:

Exercise Budget Category	Item	Amount
Personnel (Full, Part-Time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Overtime/Backfill		
Sub-Total:		
Travel		
Sub-Total:		
Supplies		
Sub-Total:		
Other Items		
Sub-Total:		
Total Allocation:		

Fiscal Year 2019

Administrative Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Administrative Total:

Administrative Budget Category	Item	Amount
Personnel (Full, Part-time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Travel		
Sub-Total:		
Meeting Expenses		
Sub-Total:		
Office Equipment		
Sub-Total:		
Supplies		
Sub-Total:		
Total Jurisdictional Allocation:		



FIRE DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5950
Fax: 228-868-5808

Central Station
1515 23rd Avenue
Gulfport, MS 39501

Memorandum

FIRE DEPARTMENT

To: Mayor Billy Hewes
Dr. John Kelly, CAO
Councilman Kenneth Casey
Councilman Ron Roland
Councilwoman Ella Holmes-Hines
Councilman F.B. Walker IV
Councilman Myles Sharp
Councilman Robert Flowers
Councilwoman Cara L. Pucheu

From: Mike Beyerstedt, Fire Chief

Date: November 4, 2019

Re: **Permission to Accept the Mississippi Department of Public Safety,
Office of Homeland Security Grant.**

Please place the item described below on the November 19, 2019 Council Agenda.

The State of Mississippi, Department of Public Safety, Office of Homeland Security has awarded the City of Gulfport Fire Department a grant in the amount of \$10,000.00 for the purpose of Task Force III Equipment as related to the Mississippi Office of Homeland Security initiatives.

Thank you for your consideration in this matter,

Michael Beyerstedt
Fire Chief, City of Gulfport



Gulfport Fire Department AEMT Course Syllabus

Course Coordinator: Eric Valles, NRP 228-229-0253 evalles@gulfport-ms.gov

Instructors: Derek Angle, NRP
Derrick Triplett, NRP
Colby Eike, NRP

Course Meeting Days and Times: Monday, Wednesday, Friday, 0800-1700

Course Location: Central Fire Station, 1515 23rd Ave in Gulfport, MS

Course Description

Gulfport Fire Department's Advanced Emergency Medical Technician (AEMT) course includes instruction on how to recognize the need for and provide advanced care for sick and injured patients in the prehospital setting. This course will provide the education and training necessary to allow students to successfully complete the National Registry of Emergency Medical Technicians cognitive and psychomotor examinations for the AEMT level.

64 hours of online assignments
136 classroom/lecture hours

Clinical hours – 48 hours Emergency Room
24 hours Field

Course Textbook

Pollack, A. (2019). *Advanced Emergency Care and Transportation of the Sick and Injured (3rd ed.)*. Burlington, MA: Jones & Bartlett

Clinical Experience Goals

- The student must demonstrate the ability to safely administer medications (the student should safely, and while performing all steps of each procedure, properly administer medications at least 15 times to live patient).
- The student must demonstrate the ability to safely gain vascular access (the student should safely, and while performing all steps of each procedure, successfully access the venous circulation at least 25 times on live patients of various age groups).
- The student should demonstrate the ability to effectively ventilate unintubated patients of all age groups (the student should effectively, and while performing all steps of each procedure, ventilate at least 20 live patients of various age groups).
- The student must demonstrate the ability to perform an adequate assessment and formulate and implement a treatment plan for patients with chest pain.
- The student must demonstrate the ability to perform an adequate assessment and formulate and implement a treatment plan for patients with respiratory distress.
- The student must demonstrate the ability to perform an adequate assessment and formulate and implement a treatment plan for patients with altered mental status.
- The student must demonstrate the ability to perform an adequate assessment on pediatric, adult and geriatric patients.



- The student must participate in and document team leadership in a field experience approved by the medical director and program director.

Course Attendance Policy

Student attendance is required at all scheduled classes, including lab sessions. Students may be dropped from the course for excessive absences of any kind.

Excused absences may be granted by the course instructor for extenuating circumstances. If three (3) or more absences occur for any reason, the student will be dismissed from the course, and failure of the course will be entered.

If a student misses any class, he or she is responsible for any missed quizzes, examinations, and material covered in that class session. Prompt arrival is expected at all class activities. It is the student's responsibility to sign in on the attendance roster.

Tardiness will also be monitored closely. Students are expected to be in class at 0800 hours. Arrival to class after 0800 hours will be considered tardy. Departure from class before officially being dismissed for the day by the instructor will be considered tardy. Two (2) tardies (less than 30 minutes) will be upgraded to one absence. One (1) tardy greater than 30 minutes will be upgraded to an absence. See above for absence policy.

Comportment

Students are expected to conduct themselves in accordance with the professional expectations for firefighters at all times. Students are reminded that they are representatives of their respective department whenever and wherever they are involved with course-related activities. Professional conduct is essential to a successful course experience and EMS career.

Dress and Appearance

Off-duty students shall wear neat, clean, collared shirts that are tucked in. Jeans (newer, dress or fashion type without rips or tears) will be permitted. If the student is on-duty during class, then he/she shall wear their department issued polo shirt in place of their duty T-shirt. If an off-duty student elects to wear their department issued uniform rather than civilian clothing, then they must wear their department issued polo shirt and strictly adhere to the Uniform and Grooming policy in its entirety. No hats or caps of any kind will be permitted while indoors. Full coverage shoes are required at all times while attending class. While representing Gulfport Fire Department at a field or hospital clinical, students shall wear their department issued uniform with polo shirt.

Academic Dishonesty

Academic dishonesty in any form will not be tolerated and is grounds for immediate dismissal from the program and other administrative action. Examples include, but are not limited to:

- Cheating in any form
- Falsification or forgery of academic documents, applications, clinical evaluations, lab evaluations, etc.
- Plagiarism (including copying and pasting of electronic text into assigned work)

Course Grading

Students must maintain at minimum a 75 average in order to complete the AEMT course.

Weeks 1&2

Dec 2-13

J&B Online

Read chapters 1-7, Ch 9

Complete assignments and tests on jblearning.com

Week 3

Monday, Dec. 16

Exam. Ch 1-7, 9

Ch 8 Pathophysiology

Ch 10 Patient Assessment

Wednesday, Dec. 18

Ch 11 Airway Management

Ch 12 Principles of Pharmacology

Skills Lab

Friday, Dec. 20

Ch 13 Vascular Access & Medication Administration

Ch 14 Shock

Skills Lab

Week 4

Monday, December 23

Exam, Ch 8, 10-14

IV Skill Check off

Medication Administration Skill Check off

Supraglottic Airway Skill Check off

Ch 15 BLS Resuscitation

Ch 16 Medical Overview

Wednesday, December 25

No Class

Friday, December 27

Pediatric I/O Skill Check off

Ch 17 Respiratory Emergencies

Ch 18 Cardiovascular Emergencies

Skills Lab

Week 5

Monday, December 30

Exam, Ch 15-18

Ch 19 Neurologic Emergencies

Ch 20 Gastrointestinal and Urologic Emergencies

Skills Lab

Wednesday, January 1

No Class

Friday, January 3

Ch 21 Endocrine and Hematologic Emergencies

Ch 22 Immunologic Emergencies

Skills Lab

Week 6

Monday, January 6

Exam, Ch 19-22

Ch 23 Toxicology

Ch 24 Psychiatric Emergencies

Skills Lab

Wednesday, January 8

Ch 25 Gynecologic Emergencies

Ch 26 Trauma Overview

Skills Lab

Friday, January 10

Ch 27 Bleeding

Ch 28 Soft-Tissue Injuries

Week 7

Monday, January 13

Exam, Ch 23-28

Ch 29 Face and Neck Injuries

Ch 30 Head and Spine Injuries

Wednesday, January 15

Ch 31 Chest Injuries

Ch 32 Abdominal and Genitourinary Injuries

Skills Lab

Friday, January 17

Ch 33 Orthopaedic Injuries

Ch 34 Environmental Emergencies

Skills Lab

Week 8

Monday, January 20

Exam, Ch 29-34

Ch 35 Obstetrics and Neonatal Care

Ch 36 Pediatric Emergencies

Skills Lab

Wednesday, January 22

Ch 37 Geriatric Emergencies

Ch 38 Patients with Special Challenges

Skills Lab

Friday, January 24

Exam, Ch 35-38

Skills Lab

Week 9

Monday-Thursday

Read Chapters 39-42, complete assignments and

tests on jblearning.com

FISDAP Exam (Comprehensive)

Friday, January 31

Final Exam (Comprehensive)

Weeks 1&2 J&B Online
Dec 2-13 Read chapters 1-7, Ch 9
Complete assignments and tests on jblearning.com

Week 3

Monday, Dec. 16

Exam. Ch 1-7, 9

Ch 8 Pathophysiology

Ch 10 Patient Assessment

Wednesday, Dec. 18

Ch 11 Airway Management

Ch 12 Principles of Pharmacology

Skills Lab

Friday, Dec. 20

Ch 13 Vascular Access & Medication Administration

Ch 14 Shock

Skills Lab

Week 4

Monday, December 23

Exam, Ch 8, 10-14

IV Skill Check off

Medication Administration Skill Check off

Supraglottic Airway Skill Check off

Ch 15 BLS Resuscitation

Ch 16 Medical Overview

Wednesday, December 25

No Class

Friday, December 27

Pediatric I/O Skill Check off

Ch 17 Respiratory Emergencies

Ch 18 Cardiovascular Emergencies

Skills Lab

Week 5

Monday, December 30

Exam, Ch 15-18

Ch 19 Neurologic Emergencies

Ch 20 Gastrointestinal and Urologic Emergencies

Skills Lab

Wednesday, January 1

No Class

Friday, January 3

Ch 21 Endocrine and Hematologic Emergencies

Ch 22 Immunologic Emergencies

Skills Lab

Week 6

Monday, January 6

Exam, Ch 19-22

Ch 23 Toxicology

Ch 24 Psychiatric Emergencies

Skills Lab

Wednesday, January 8

Ch 25 Gynecologic Emergencies

Ch 26 Trauma Overview

Skills Lab

Friday, January 10

Ch 27 Bleeding

Ch 28 Soft-Tissue Injuries

Week 7

Monday, January 13

Exam, Ch 23-28

Ch 29 Face and Neck Injuries

Ch 30 Head and Spine Injuries

Wednesday, January 15

Ch 31 Chest Injuries

Ch 32 Abdominal and Genitourinary Injuries

Skills Lab

Friday, January 17

Ch 33 Orthopaedic Injuries

Ch 34 Environmental Emergencies

Skills Lab

Week 8

Monday, January 20

Exam, Ch 29-34

Ch 35 Obstetrics and Neonatal Care

Ch 36 Pediatric Emergencies

Skills Lab

Wednesday, January 22

Ch 37 Geriatric Emergencies

Ch 38 Patients with Special Challenges

Skills Lab

Friday, January 24

Exam, Ch 35-38

Skills Lab

Week 9

Monday-Thursday

Read Chapters 39-42, complete assignments and

tests on jblearning.com

FISDAP Exam (Comprehensive)

Friday, January 31

Final Exam (Comprehensive)

SOUTHERN MISSISSIPPI PLANNING & DEVELOPMENT DISTRICT
10441 Corporate Drive, Suite 1. Gulfport, Mississippi 39503
WORKFORCE INNOVATION & OPPORTUNITY ACT SUBRECIPIENT SIGNATURE SHEET

1. SUBRECIPIENT Name, Address, and Telephone:

City of Gulfport (COG)
(Gulfport Fire Department)
P.O. Box 1780
Gulfport, MS 39501
(228) 868-5950

2. CFDA Number: 17-258 & 17-278

3. Subaward Identifier: 083441931

Advanced Emergency Medical Technician

4. Verified Debarment List: Y

5. Period of Performance:

Start Date: 12/01/2019 End Date: 3/30/2020

6. Subaward Type (select one):

☒ Original

☐ Modification

7. FAIN: AA-32190-18-55-A-28 DOL/ETA

Federal Award Date: November 5, 2018

8. Indirect Rate: COG - None

1.a. Contact Person, Email & Telephone:

Chief Mike Beyerstedt
P.O. Box 1780
Gulfport, MS 395021
(228) 868-5950
cc: City Attorney's Office

9. Subaward #19-3529-32-569-A

Non-Federal Funds		Federal Funds Description	Federal Award Amount	Subrecipient Award Amount	PROGRAM YEAR
CFDA#	Amount				
17-258		Adult Funds	\$2,352,656.00	\$39,344.00	2019
17-278		Dislocated Worker Funds	\$2,719,462.00	\$39,343.00	2019
	\$81,929.00				
Total Award			\$5,072,118.00	\$78,687.00	2019

10. The Subrecipient agrees to operate the program outlined in this subaward in accordance with all provisions of this subaward as included herein. The following sections are attached and incorporated into this subaward:

Signature Sheet, Statement of Activities, Budget Summary, General Terms and Conditions, and Attachments.

11. Reviewed for Approval for Southern Mississippi Planning & Development District, Fiscal Agent for Twin Districts Workforce Development Area:

Signature

Date

Name: Allison B. Hawkins

Title: Economic Workforce Development Director

12. Approved for Southern Mississippi Planning & Development District, Fiscal Agent for Twin Districts Workforce Development Area:

Signature

Date

Name: Leonard Bentz
Title: Executive Director

13. Approved for SUBRECIPIENT:

Signature

Date

Name: Billy Hewes
Title: Mayor, City of Gulfport

STATEMENT OF ACTIVITIES

PROJECT DESCRIPTION:

The City of Gulfport (COG) by and through the Gulfport Fire Department(GFD) will conduct an Advanced Emergency Medical Tech (AEMT) Training for Firefighters to increase their skill levels in the care for sick and injured patients in the prehospital setting. Training will be provided to incumbent workers

The City of Gulfport will offer training to firefighters that have been employed with the City of Gulfport for a minimum of six months. The training course includes instruction on how to recognize the need for and provide advanced care for sick and injured patients in the prehospital setting. The course will provide the education and training necessary to allow firefighters to successfully complete the National Registry of Emergency Medical Technicians' cognitive and psychomotor examination for the AEMT level.

The training includes classroom instruction, online assignments, and clinical hours.

All students are required to be Workforce Innovation & Opportunity Act (WIOA) certified at the Gulfport WIN Job Center prior to the beginning of class.

IDENTIFIED MEASURES OF EFFECTIVENESS and PERFORMANCE:

1. Number of participants enrolled in training.
2. Number of participants that complete the course.
3. Number of participants that achieve a credential.

COG WILL:

1. Provide staff to oversee and administer the program.
2. Make sure all participants receiving funds under this grant are eligible for and enrolled in WIOA through the local WIN Job Center.
3. Provide proper documentation to support participant eligibility for these services.
4. Maintain proper internal controls.
5. Provide financial reimbursement reports with required documentation.

WORKFORCE DEVELOPMENT AREA WILL:

1. Provide technical assistance to maintain compliance with WIOA regulations.
2. Reimburse COG for all allowable expenses listed in the budget summary "**amount to be reimbursed column.**"
3. Provide a system of registering all applicants for services and tracking outcomes.

BUDGET SUMMARY

Subaward Number:

19-3529-32-569-A

	ITEM	PROJECT COST	AMOUNT TO BE REIMBURSED
1.1	Salaries (Participants)	\$ 58,000.00	\$58,000.00
1.2	Textbooks (Participants & Instructors)	\$5,383.00	\$5,383.00
1.3	Salaries (3 Instructors)	\$25,861.00	\$0
1.4	Benefits (Participants)	\$21,068.00	\$0
1.5	Travel (Participants)	\$0	\$0
1.6	Expendable Supplies	\$50,304.00	(Excludes cardiac monitor) \$15,304.00
	TOTAL	\$160,616.00	\$78,687.00

BUDGET REIMBURSABLE BREAKDOWN

	SALARIES				
	Position(s) and Location (s)	Weeks Per Year:	Hours Per Week:	Hours Per Year:	Salary
1.1	114 Participants (various salaries)	10	27.2	272	\$58,000.00
1.2	Textbooks			\$384.50 x 14	\$5,383.00
TOTAL					\$0
1.3	Instructors Salaries			\$0	\$0
1.4	Fringe Benefits			\$0	\$0
1.5	Travel			\$0	\$0
1.6	Expendable Supplies			\$15,304.00	\$15,304.00
GRAND TOTAL					\$78,687.00

General Terms and Conditions

Southern Mississippi Planning and Development District (**SMPDD**) and City of Gulfport (**COG**), referred to as the **SUBRECIPIENT**; accept the following terms and conditions.

1. Addresses and Conditions

All grant-related correspondence shall be in writing and shall either be personally delivered, sent by email, certified mail, or first class U. S. mail postage pre-paid and addressed to the entities or persons listed below.

SMPDD/TDWDB

Shari White
1700 S. 28th Avenue
Suite B1
Hattiesburg, MS 39402

Allison B. Hawkins
10441 Corporate Drive
Suite 1
Gulfport, MS 39503

2. Compliance with Laws and Rules

COG agrees to comply fully with all Federal and State rules, professional standards, policy issuances, policies, and procedures applicable to this grant or the programs it funds, including any changes or amendments taking effect during the grant performance period. Changes and amendments become binding upon actual or constructive notice, including publication, mailing, or hand-delivery.

COG shall conduct its workforce development programs in accordance with the Workforce Innovation and Opportunity Act (WIOA), and with rules, policies, procedures, statutes, regulations and official directives issued by the U. S. Department of Labor (DOL), State of Mississippi governmental agencies, and the Twin Districts Workforce Development Board (**TDWDB**)

3. Deliverables and Statement of Work

COG agrees to deliver the quality and quantity of services specified in this grant. All services shall be performed during the grant term.

COG shall utilize qualified staff to provide services funded by this grant.

COG ensures that staff has the knowledge, skills, and qualifications necessary to perform required services and possess licenses, permits, certifications, and authorizations required by law. Timesheets and activities/duties performed by staff will be submitted to **SMPDD/TDWDB** upon request.

4. Reimbursement Provisions

- A. In no event shall the amount paid to **COG** by **SMPDD** for services exceed the amount identified as the "TOTAL AWARD" on the first page of this grant.

- B. **COG** shall be reimbursed only for actual and allowable expenses incurred in accordance with the accompanying budget narrative.
- C. All reimbursements shall be documented in accordance with DOL, and **SMPDD/TDWDB** policies and procedures, and are subject to monitoring, audit, disallowance, and recouping. **SMPDD/TDWDB** shall have no obligation to release cash payments until a proper and timely cash request and a reporting worksheet or invoice is submitted.
- D. **SMPDD/TDWDB** has the right to deny all or a portion of cash payment otherwise due to **COG** based upon any of the following:
- Failure to comply with any agreement provision, all of which are deemed to be material;
 - Failure to comply with applicable laws, rules, policies, or procedures;
 - Failure to resolve costs disallowed under this or any separate **SMPDD/TDWDB** agreement or contract;
 - Failure to repay amounts otherwise owed to the **SMPDD/TDWDB**; and
 - Failure to specify and justify cost related to training.
- E. **SMPDD/TDWDB** agrees to pay **SUBRECIPIENT** promptly (usually within thirty (30) days of receipt of the invoice). All invoices are subject to approval by **SMPDD/TDWDB**.

5. Indemnification and Hold Harmless

To the extent allowed by Mississippi law, the **SUBRECIPIENT** will indemnify **SMPDD/TDWDB** and any employees or officers thereof to claims, suits, legal actions, or damages that result from any negligent or wrongful act or omission of the **SUBRECIPIENT**.

6. Grant Termination

- A. Termination for Cause – **SMPDD/TDWDB** may immediately terminate this grant, in whole or in part, without limiting remedies, should the **SUBRECIPIENT** materially breach any of the grant's requirements, including these Terms and Conditions and requirements contained herein.

- B. Termination for Convenience – The grant may be terminated at any time by either party for convenience by giving thirty (30) calendar days advance written notice to the other party.
- C. Payment after Termination – In the event of early grant termination, initiated by either party for whatever reason, the **SUBRECIPIENT** shall only be entitled to receive reimbursement for costs incurred prior to the grant termination date. Reasonable closeout costs may be approved at **SMPDD/TDWDB's** sole discretion.
- D. Remedies Retained - Nothing in this grant shall be construed to limit either party's legal remedies, including but not limited to, the right to sue for damages, should either party materially violate any grant provisions.
- E. Availability of Funds (multi-term contractual agreements only)- It is expressly understood and agreed that the obligation of **SMPDD/TDWDB** to proceed under this grant is conditioned upon the appropriation of funds by the Mississippi Department of Employment Security and the receipt of state and/or Federal funds. If the funds anticipated for the continuing fulfillment of the grant are, at any time, not forthcoming or insufficient, either through the failure of the Federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the **SMPDD/TDWDB**, **SMPDD/TDWDB** shall have the right upon ten (10) working days' written notice to the **SUBRECIPIENT** to terminate the grant without damage, penalty, cost or expenses to **SMPDD/TDWDB** of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

7. Grant Modifications

A. Grant Changes

SMPDD/TDWDB may initiate agreement changes when such changes are required by the **MS Department of Employment Security (MDES)** or the DOL. Such changes, including any increase or decrease in the amount of the grant, may result in a written grant modification. Either party may request a grant renegotiation when circumstances, which are neither foreseen nor reasonably foreseeable by the parties at the time of the agreement, arise during the grant period. **SUBRECIPIENT** MUST submit ALL requests for grant modifications to, and receive written approval from, the **SMPDD/TDWDB** before implementing any changes to the project description, including services to be rendered and general operating procedures, performance and participant outcomes, and other terms and conditions of the grant.

B. Budget Adjustments

SUBRECIPIENT may make adjustments to line items in the budget narrative, ***excluding salaries***, as long as the changes do not exceed 10% of the originally negotiated limit of a line item. Modifications to this grant or its attachments shall be valid only when written and signed by authorized representatives of the parties.

C. Price Adjustment

1. *Price Adjustment Methods.* Any adjustment in agreement price pursuant to a clause in this grant shall be made in one or more of the following ways:
 - by agreement on a fixed price adjustment before commencement of the additional performance;
 - by unit prices specified in the grant;
 - by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the grant; or
 - price escalation clause.
2. *Submission of Cost or Pricing Data.* The SUBRECIPIENT shall provide cost or pricing data for any price adjustments.

8. **Nondiscrimination, Equal Opportunity Provisions and Assurances**

- A. The **SUBRECIPIENT** must not illegally discriminate in determining who will be registered into or have access to any agreement in making employment decisions.
- B. The **SUBRECIPIENT** assures that it will comply fully with and agree to adhere to the following:
 - WIOA Section 188 which prohibits discrimination against all individuals on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief or on the basis of either citizenship or status as a lawfully admitted immigrant authorized to work in the United States;
 - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin;
 - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- Executive Orders 13198 and 13279, which provide for equal treatment in Department of Labor programs for faith-based community organizations, protection of religious liberty, and limitation on employment of participants;
- The Buy American Act (41 U.S.C. 10a et seq.);
- Section 319 of Public Law 101-121, which restricts lobbying;
- The Clean Air Act, Section 306 (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15), Energy Policy and Conservation Act of 1975;
- The Davis-Bacon Act (40 U.S.C. 267a to 276a-7) as supplemented by the DOL regulations (29CFR part 5-Construction contracts in excess of \$2,000);
- Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented by DOL regulations (29CFR Part 3);
- Public Law 93-348 regarding the protection of human subjects involved in research;
- Hatch Act (5 U.S.C. 1501-1508 and 7324-7328); and
- Applicable State of Mississippi laws and directives.

C. Private employers, state, and local governments, employment agencies, and labor unions shall comply with the Americans with Disabilities Act of 1990. This legislation prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, job training, and other terms, conditions, and privileges of employment.

An employer is required to make an accommodation to the known disability of a qualified applicant or employee if it would not impose an “undue hardship” on the operation of the employer’s business. An employer is not required to lower quality or production standards to make an accommodation, nor is an employer obligated to provide personal use items such as glasses or hearing aids.

9. Financial Management, Reports, and Record-Keeping

The **SUBRECIPIENT** shall comply with all **SMPDD/TDWDB**, Office of Management and Budget (OMB), and DOL rules, regulations, circulars, policies, and procedures on financial management for all contract expenditures. The **SUBRECIPIENT** shall ensure that its financial management systems provide the necessary internal controls, accounting records, and reporting systems to meet accepted accounting standards and comply with the applicable OMB uniform cost principles for the type of entity receiving the funds.

SMPDD/TDWDB reserves the right to inspect the **SUBRECIPIENT'S** financial management systems and to impose additional accounting requirements to ensure that accounting requirements are being met.

- A. Access to Records and Facilities – **SMPDD/TDWDB**, Federal monitors and auditors, and any persons duly authorized by the Federal government shall have full access to and the right to examine and copy any or all books, records, documents, and other materials regardless of form or type which are pertinent to grant performance or which reflect direct and indirect costs related to this grant. Access right shall continue during the record retention period after the grant's ending date.

This access right shall extend to all business hours and places where any grant activity is conducted. The **SUBRECIPIENT** shall include these access requirements in all subcontracts.

- B. Audits and Monitoring – The **SUBRECIPIENT** shall adhere to applicable Office of Management and Budget (OMB) Circulars and other applicable Federal, State of Mississippi, and **SMPDD/TDWDB** regulations, policies, and procedures governing audits and monitoring.

All Non-Federal entities that expend \$750,000 or more during the Non-Federal entity's fiscal year in total Federal awards from all funding sources must have a single audit conducted for that year, in accordance with 2 CFR 200. All for-profit organizations that expend \$750,000 or more during the for-profit's fiscal year in total federal awards must have a single audit conducted for that year in accordance with 2 CFR 200.

The **SUBRECIPIENT** shall regularly and adequately oversee and monitor its activities to ensure full compliance with WIOA regulations and grant obligations. Actual performance should be compared to the planned goals periodically. Corrective action procedures should be implemented, or technical assistance requested when problems are noted. **SMPDD/TDWDB** may also monitor this agreement. Federal agencies may also monitor this grant from time to time.

- C. Program Income – Any revenue generated by this grant, except profit generated by a for-profit entity, up to the limit set in the Budget Narrative, shall be considered program

income. Program income must be tracked by funding source and reported to **SMPDD/TDWDB** on the monthly reporting worksheet. All program income must be spent on allowable WIOA activities in accordance with State and Federal requirements. The **SUBRECIPIENT** agrees to comply with **SMPDD/TDWDB** policies regarding the charging of fees. Fees shall be reviewed and approved in advance by the **SMPDD/TDWDB**. No fees will be imposed upon any individuals for the receipt of services funded under this grant.

- D. PELL, Trainee Financial Assistance, and Other WIOA Cost Reductions – The **SUBRECIPIENT** shall identify training costs supported or paid by other Federal, State, or local programs such as PELL Grants, the Trade Adjustment Act (TAA), Veterans programs, Vocational Rehabilitation, and other financial assistance for students, in order to ensure that WIOA funds are used in addition to funds otherwise available.
- E. Maintenance of Effort – The **SUBRECIPIENT** agrees to expend funds received pursuant to this grant to supplement and not to supplant existing programs and activities.
- F. Additional Funding – The **SUBRECIPIENT** will submit to **SMPDD/TDWDB** notice of receipt of any Federal, State, or local grants or other funding that significantly affects costs, quality, or quantity of grant services.
- G. Resolution of Disallowed Costs – The **SUBRECIPIENT** agrees to participate in and be bound by determinations arising out of the **SMPDD/TDWDB** disallowed cost resolution and grievance procedures. If the **SUBRECIPIENT** violates or permits violation of the grant terms or conditions, the **SUBRECIPIENT** shall repay to **SMPDD/TDWDB** the amount of funds directly related to the violation. If a grant cost is disallowed after payment has occurred, the **SUBRECIPIENT** shall repay the amount of the disallowance to **SMPDD/TDWDB** within thirty (30) calendar days or on a written alternative schedule assigned by **SMPDD/TDWDB**. Grant funds shall not be used to repay questioned or disallowed costs.
- H. Taxes – It is mutually agreed that all applicable payroll taxes, unemployment contributions, and other taxes, insurance, or other expenses for the **SUBRECIPIENT'S** staff, shall be paid as and when due as agreed upon by the **SUBRECIPIENT**.
- I. Travel – The **SUBRECIPIENT** must comply with the applicable requirements of the Federal Travel Regulations provided by the U. S. General Services Administration. In the absence of an acceptable **SUBRECIPIENT** policy regarding travel costs, the rates and amounts established under subchapter 1 of Chapter 57 of Title 5, U. S. Code, will apply.
- J. Rebates – The **SUBRECIPIENT** agrees to notify **SMPDD/TDWDB**, in writing, of any income resulting from lease/rental rebates or other rebates, interest, credits of any

other financial benefits generated by the agreement. Action shall be taken to reimburse SMPDD/TDWDB for such income appropriately.

- K. Confidentiality – The use or disclosure of any information concerning WIOA program applicants or participants for any purpose not directly connected with the administration of this contract is prohibited, except as required by law or as authorized by written consent of an applicant or a participant, or by his/her legally authorized representative.

All medical information and information regarding a participant's disability or any medical conditions must be kept confidential and maintained in a file separate from the participant's file.

- L. Consultants – Consultant fees paid under this subaward must have prior approval by **SMPDD/TDWDB** and identified in the budget as contractual services.
- M. Fair Pricing – If any grant costs or prices are significantly increased or decreased as a result of defective information submitted by the **SUBRECIPIENT**, **SMPDD/TDWDB** reserves the right to renegotiate the grant or to disallow and collect funds obtained by the **SUBRECIPIENT** due to false or negligently submitted information.
- N. Fair Competition – The **SUBRECIPIENT** assures that prices and costs have been arrived at independently, without consultation, communication, or agreement to restrict competition. This does not preclude or impede the formation of a consortium of companies and agencies.
- O. Litigation Expenses – Grant funds cannot be used for litigation against the **SMPDD/TDWDB** or the Federal Government.
- P. Record Maintenance – The **SUBRECIPIENT** shall maintain and safeguard participant files and records, project records and documents, and evidence of accounting procedures and practices. Records must be sufficient to justify all payments claimed and paid under this grant. These records shall be retained and made available to **SMPDD/TDWDB**, MDES, and Federal agents as follows:
- Retain all records for at least three (3) years after submittal of the grant closeout package to the **SMPDD/TDWDB**;
 - Retain all records of nonexpendable property acquired in whole or in part by grant funds for at least three (3) years after disposition of such property;
 - Retain all grant records beyond three (3) years if any litigation or audit is begun or if a notice of such or claim is instituted involving this grant. In this instance, records will be retained until the litigation, audit, or claim has been fully and finally resolved; and

- Records regarding discrimination complaints and actions taken thereto are confidential and shall be maintained for not less than three (3) years from the final resolution of the discrimination complaint.

Records must be stored in such a manner that will preclude their loss or damage. The **SUBRECIPIENT** will be responsible for the costs of record storage. Grant records must be adequately marked and stored to facilitate the identification and retrieval of all grant records.

- Q. Cost Limitations-The **SUBRECIPIENT** shall comply with the cost limits described in 2 CFR 200. Also, expenditures for the total grant award and each cost category shall not exceed the budget without approval from **SMPDD/TDWDB**.
- R. Modifications-The **SUBRECIPIENT** shall be restricted to processing only **one (1)** modification during each quarter for each basic grant agreement. Exceptions will be made if financial obligations must be altered immediately.
- S. Performance Review- **SMPDD/TDWDB** shall evaluate the participant data and fiscal reports for the grant at the end of each quarter. The review will include an analysis of goal achievement, expenditure levels, cost limitation by cost category, and other related items. If the grant performance is not satisfactory, the agreement may be modified or terminated.

Reporting Requirements-

1. Program Planning Summary *(If Applicable)*
The Program Planning Summary (PPS) displays cumulative participant and expenditure goals by quarter for WIOA-funded activities. A separate PPS must be completed for each project or activity. The basic agreement must include the initial PPS. The goals/ measures entered on each PPS should agree with the goals explained in the contract Statement of Work. Revisions may be accepted on a quarterly basis and must be included in contract modifications that reflect changes in the goals and measures or changes in the budget.

Reporting Worksheet

The Reporting Worksheet is a concise report of accruals and actual disbursements for the reported quarter plus cumulative expenditures to date for the contract

period. A printed worksheet form showing each activity listed on the agreement Budget Summary page will be mailed quarterly to the **SUBRECIPIENT**. By the seventh (7th) calendar day after the end of each quarter, the **SUBRECIPIENT** must submit the worksheet reporting expenditures through the end of the previous quarter, which is the reported quarter.

Closeout Package

The **SUBRECIPIENT** is required to submit a completed closeout package to **SMPDD/TDWDB** within thirty (30) days after the ending date of the contract. Each closeout package shall bear original signatures. The closeout package shall include financial, performance, and other information as required by **SMPDD/TDWDB**.

10. Prohibitions

- A. Lobbying – The **SUBRECIPIENT** certifies, by the initials of the primary signatory below, that it complies with Section 319 of Public Law 101-121 and with 29 CFR 93, which restricts lobbying. The **SUBRECIPIENT** shall make available, upon request, certification of compliance. The **SUBRECIPIENT** shall also make available, upon request, lobbying disclosure information as required by 20 CFR 667.200 (e). The initials of Primary Signatory below is a prerequisite for making or entering into this agreement imposed by Section 1352, Title 31, U.S. Code.

_____ Initials of Primary Signatory _____ Date

- B. Drug-Free Workplace Certification – The **SUBRECIPIENT** certifies that it complies with the requirements for a drug-free workplace, codified at 29 CFR Part 98.

- C. Debarment and Suspension – The **SUBRECIPIENT** certifies, by the initials of the Primary Signatory below, that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, Debarment, Suspension and Ineligibility codified at 48 CFR, Part 9, Subpart 9.4, and that it will not subcontract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs.

_____ Initials of Primary Signatory _____ Date

- D. Non-Employee Status of Trainees – Trainees in programs under this agreement are not considered to be Federal, State, or **SMPDD** employees.

- E. Employment Terms, Benefits, and Working Conditions – All participants employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under this contract may be used for contributions on behalf of trainees to retirement systems or plans.

- F. Political Activity – WIOA funds shall not be provided for any program that involves political activities, pursuant to WIOA Section 195.

11. Grievances, Complaints, and Disputes – The **SUBRECIPIENT** may either adopt its grievance and complaint procedure, which must comply with **SMPDD/TDWDB** requirements for WIOA grievance procedures or shall adopt and utilize the **MDES'S** grievance and complaint procedures.

The **SUBRECIPIENT** shall promptly notify **SMPDD/TDWDB** upon receiving any grievances or complaints filed against the **SUBRECIPIENT** or its subcontractors regarding WIOA. The **SUBRECIPIENT** must ensure that all subcontractors, including On-the-Job Training employers, have employee grievance procedures that address, at a minimum, the terms and conditions of WIOA employment. The **SUBRECIPIENT** may, in turn, elect to allow its subcontractors to utilize either the **SUBRECIPIENT'S** or **SMPDD/TDWDB'S** grievance and complaint procedures.

12. Program Rules and Conditions

- A. The **SUBRECIPIENT** shall conduct all agreement activities at locations known to and approved in advance by **SMPDD/TDWDB**. Location changes shall require prior written consent by **SMPDD/TDWDB**.
- B. All program, training, and subsidized worksites shall observe health and safety standards as established and required by Federal and State laws and regulations.
- C. Training and subsidized worksites must provide customers with assignments designed to keep them engaged in constructive activities overseen by skilled instructors or supervisors. Work assignments must correspond to each customer's training area.
- D. Worksites must keep accurate time and attendance records to substantiate the individual's participation.
- E. The **SUBRECIPIENT** shall provide orientation, during which participants shall be informed of program requirements and objectives.

13. Publicity and Public Announcements

- A. No funds provided under this grant shall be used for the preparation, printing, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or film presentation designed to lobby, support, or defeat legislation pending before the U. S.

Congress or the State of Mississippi. No grant funds may be used to influence federal or state legislation or appropriations.

- B. When issuing statements, press releases, and requests for proposals, bid solicitations, and other documents describing programs funded in whole or in part by this grant, the **SUBRECIPIENT** shall state that the program will be financed with Federal funds. The **SUBRECIPIENT** will acknowledge **SMPDD/TDWDB** as a funding source in any press releases, public statements, or any other documents related to their WIOA-funded operations. Also, news releases should include information that the WIOA-funded program is an equal opportunity program or indicate that discrimination in the WIOA-funded program is prohibited by Federal law.

14. Conflict of Interest

- A. Every reasonable course of action will be taken by the **SUBRECIPIENT** in order to maintain the integrity of grant expenditures and to avoid any favoritism or illegal conduct. This grant will be administered impartially, free from improper personal, financial, or political gain.
- B. The **SUBRECIPIENT** shall have a written Code of Conduct. The Code of Conduct shall contain penalties, sanctions, or other disciplinary actions. The Code of Conduct shall apply to the **SUBRECIPIENT'S** staff. The Code of Conduct shall ensure that no one in a decision-making capacity shall have an improper conflict of interest. The Code of Conduct shall also address nepotism.

15. Subcontracts

- A. Grant work shall not be subcontracted, assigned, or delegated without **SMPDD/TDWDB** written consent. Subcontracts, if approved, shall contain applicable contract/grant requirements. The **SUBRECIPIENT** shall be responsible for subcontractor compliance and

shall ensure that the subcontractor spends funds only for allowable activities. This paragraph does not apply to On-the-Job Training agreements with employers, Individual Training Accounts issued to participants, and Supportive Service payments delivered in accordance with **SMPDD/TDWDB** policies and procedures.

16. Waivers and Severability

- A. A failure by **SMPDD/TDWDB** to exercise its grant rights shall not constitute a waiver of any agreement right.
- B. If any part of this grant is declared invalid by a court, the remaining parts shall remain in full force and effect.

17. Resolution of Conflicting Provisions

If any provision of this grant conflicts with Federal or State law, the conflict will be resolved by giving precedence in the following order:

- A. The existing or hereinafter Workforce Innovation and Opportunity Act (WIOA) and the DOL's rules relating to WIOA;
- B. State of Mississippi laws, rules, and directives, including the State WIOA plan and its modifications; and
- C. This grant and its modifications.

18. Independent Capacity of SUBRECIPIENT

The parties declare that the **SUBRECIPIENT** and any agents and employees of the **SUBRECIPIENT**, are acting independently and are not officers, employees, or agents of **SMPDD/TDWDB**.

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

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO ACCEPT A UNITED STATES DEPARTMENT OF LABOR WORKFORCE
INNOVATION & OPPORTUNITY ACT GRANT FROM AND THROUGH THE
SOUTHERN MISSISSIPPI PLANNING & DEVELOPMENT DISTRICT, TO
AUTHORIZE THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS REQUIRED
TO ACCEPT SAID GRANT, AND FOR RELATED PURPOSES**

WHEREAS, the Gulfport Fire Department applied for funding from the United States Department of Labor Workforce Innovation & Opportunity Act Grant program which is administered by the Southern Mississippi Planning & Development District to fund Advanced Emergency Medical Tech (“AEMT”) training for Firefighters to increase their skill levels in the care for sick and injured patients in the prehospital setting; and

WHEREAS, having applied for the said grant, the Fire Department has been advised that the grant has been awarded in the total amount of \$78,687.00; and

WHEREAS, the proposed Grant documents are attached hereto and are included in Exhibit “A” hereto.

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

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

SECTION 2. That the Grant Documents attached hereto as Exhibit “A” be and the same is hereby approved, and the Mayor is, hereby authorized to execute the same, as well as any other documents as may be required to effectuate the acceptance of the grant, on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

MAYOR

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 DONATION OF FUNDS TO THE GULFPORT MAIN STREET ASSOCIATION, IN ACCORD WITH MISS. CODE ANN. SECTION 21-19-44.1, AND FOR RELATED PURPOSES

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

WHEREAS, the City of Gulfport desires to support the economic development programs and endeavors of the Gulfport Main Street Association which are targeted at the development of the City's downtown area by donating the sum of \$22,000.00 to the Gulfport Main Street Association in support of events that it sponsors and hosts in the downtown area of Gulfport, in particular, in support of the Fishbone Alley Performance Series; and

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

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized, pursuant to Miss. Code Ann. Section 21-19-44.1, to donate \$22,000.00 to the Gulfport Main Street Association in support of events that it supports and sponsors in the downtown area of Gulfport, in particular, in support of the Fishbone Alley Performance Series.

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



November 4, 2019

Dear City Council Members,

The Gulfport Main Street Association (GMSA) requests financial assistance from the City of Gulfport to support Economic Development budgeted programs and endeavors which are targeting the City's downtown area.

GMSA is requesting a donation in the sum of \$22,000 to support the Fishbone Alley Performance Series for the budget year 2019-2020.

Thank you for your consideration,

Laurie Toups

A handwritten signature in blue ink that reads 'Laurie Toups'.

Gulfport Main Street Director

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT THRU FIRE DEPARTMENT RECRUITING AND COMMUNITY OUTREACH EFFORTS, AND FOR RELATED PURPOSES

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

WHEREAS, the City of Gulfport receives advertising thru the recruiting and community outreach efforts of the Department; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure of \$500.00 for the purchase of the items identified in the attached documentation 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 Gulfport Fire Department, is hereby authorized to expend municipal funds in the amount of \$500.00, payable in payment to the entity/ies listed on the attached requests to purchase.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: November 7, 2019

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

The Fire Department is requesting your permission to purchase promotional items for the 2019 Sugarplum Saturday Christmas Parade, such as a variety of candy items which will be distributed during the event. The amount requested is not to exceed \$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.

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.



Sam's Club

		Orig. Price	Qty	Subtotal
<u>Brach's Mini Canes (500 ct.)</u>				
Item # 822413				
	- Remove Save for later	\$14.98	5	\$74.90
<u>Jolly Rancher Hard Candy (5 lbs., 360 ct.)</u>				
Item # 228948				
	- Remove Save for later	\$10.48	3	\$31.44
<u>Tootsie Playtime Mix Bag (4.75 lbs.)</u>				
Item # 980183399				
	- Remove Save for later	\$9.98	6	\$59.88
<u>Member's Mark Starlight Mints (7 lbs.)</u>				
Item # 980210081				
	- Remove Save for later	\$7.62	4	\$30.48
<u>Now & Later Fruit Chews Candy (89.95 oz.)</u>				
Item # 839623				
	- Remove Save for later	\$10.98	2	\$21.96
<u>Tootsie Pops Minis (500 ct.)</u>				
Item # 980200480				
	- Remove Save for later	\$12.48	3	\$37.44
<u>Laffy Taffy Assorted Flavors (145 ct.)</u>				
Item # 660015				
	Remove	\$7.28	6	\$43.68

		Orig. Price	Qty	Subtotal
	Save for later			
	<u>Smarties - Wrapped (5 lbs)</u> Item # 760461			
	- Remove Save for later	\$17.98	2	\$35.96
	<u>Hershey's Factory Favorites Chocolate Assortment (68.48 oz., 145 ct.)</u> Item # 980003811			
	- Remove Save for later	\$15.38	3	\$46.14
	<u>Dum Dum Original Pops (500 ct.)</u> Item # 831071			
	- Remove Save for later	\$12.78	5	\$63.90
	<u>Starburst and Skittles Variety Mix (104.4 oz., 255 ct.)</u> Item # 50150			
	- Remove Save for later	\$14.98	3	\$44.94

Subtotal (Include savings)	\$490.72
Est. shipping costs Enter a ZIP Code	--
Become a Plus member	
Free shipping starts with this order	
Est. sales tax	\$0.00
Est. product fees	
A Product Fee is a fee levied by your shipping addresses state and/or government on select items in your order.	\$0.00
No product fee was applied to this order.	
\$0.00 - Product Fee Total:	
Estimated total	\$490.72

Deals and offers

[Add an offer code](#) Will open a dialog

[Sign In](#) or [register](#) your Club membership to see your eligibility.

STATE OF MISSISSIPPI

Office of the Governor



PROCLAMATION

WHEREAS, pursuant to Miss. Code Ann. Section 3-3-7, Thanksgiving Day, Christmas Day and New Year's Day are declared legal holidays in the State of Mississippi; and

WHEREAS, during the Thanksgiving holiday and Christmas and New Year's season, many state employees will spend time with their families in Mississippi and in other states;

NOW, THEREFORE, I, Phil Bryant, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, November 28, 2019, in observance of THANKSGIVING DAY; on Wednesday, December 25, 2019, in observance of CHRISTMAS DAY; and on Wednesday, January 1, 2020, in observance of NEW YEAR'S DAY.

IN ADDITION, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, November 29, 2019, in further observance of the Thanksgiving holiday and on Tuesday, December 24, 2019, in further observance of Christmas; and to staff their respective agencies as needed during the Thanksgiving holiday and Christmas season.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 8th day of October in the year of our Lord, two thousand and nineteen, and of the Independence of the United States of America, the two hundred and forty-fourth.

A handwritten signature in black ink, appearing to read "Phil Bryant".

**PHIL BRYANT
GOVERNOR**

BY THE GOVERNOR

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

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

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

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

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

WHEREAS, the street closure request letter/memo contains specific and necessary information regarding the portion of public rights of way to be closed temporarily, and the date/s and time/s of said closure, including closure to parked vehicles, 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, including closure to parked vehicles, 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), including to parked vehicles, in order to preserve “good order” and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas shall be made available to the public.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

MAYOR



November 7, 2019

Gulfport City Council Members
2309 15th Street
Gulfport, MS 39501

RE: Road Closure for Sugar Plum Festival

Dear Council Members:

A special event is being planned downtown Gulfport hosted by Gulfport Main Street Association.

Event: Sugar Plum Festival

Date: Saturday December 7, 2019

Location: Close 14th St. from 25th Avenue to 27th Avenue
Close 26th Avenue to through traffic at 14th St.

Timeline: Requested closure timeline is Saturday December 7, from 6am until the Sugar Plum Parade runs through at 6:00 p.m.

We would like to request that the No Parking Ordinance be allowed and in effect for this event.

We are requesting approval to close this area to allow the attendees, mostly young children to freely and safely walk to the event and while watching the parade from this location.

Thank you for your consideration of this request.

Sincerely yours,

A handwritten signature in blue ink that reads 'Laurie Toups'.

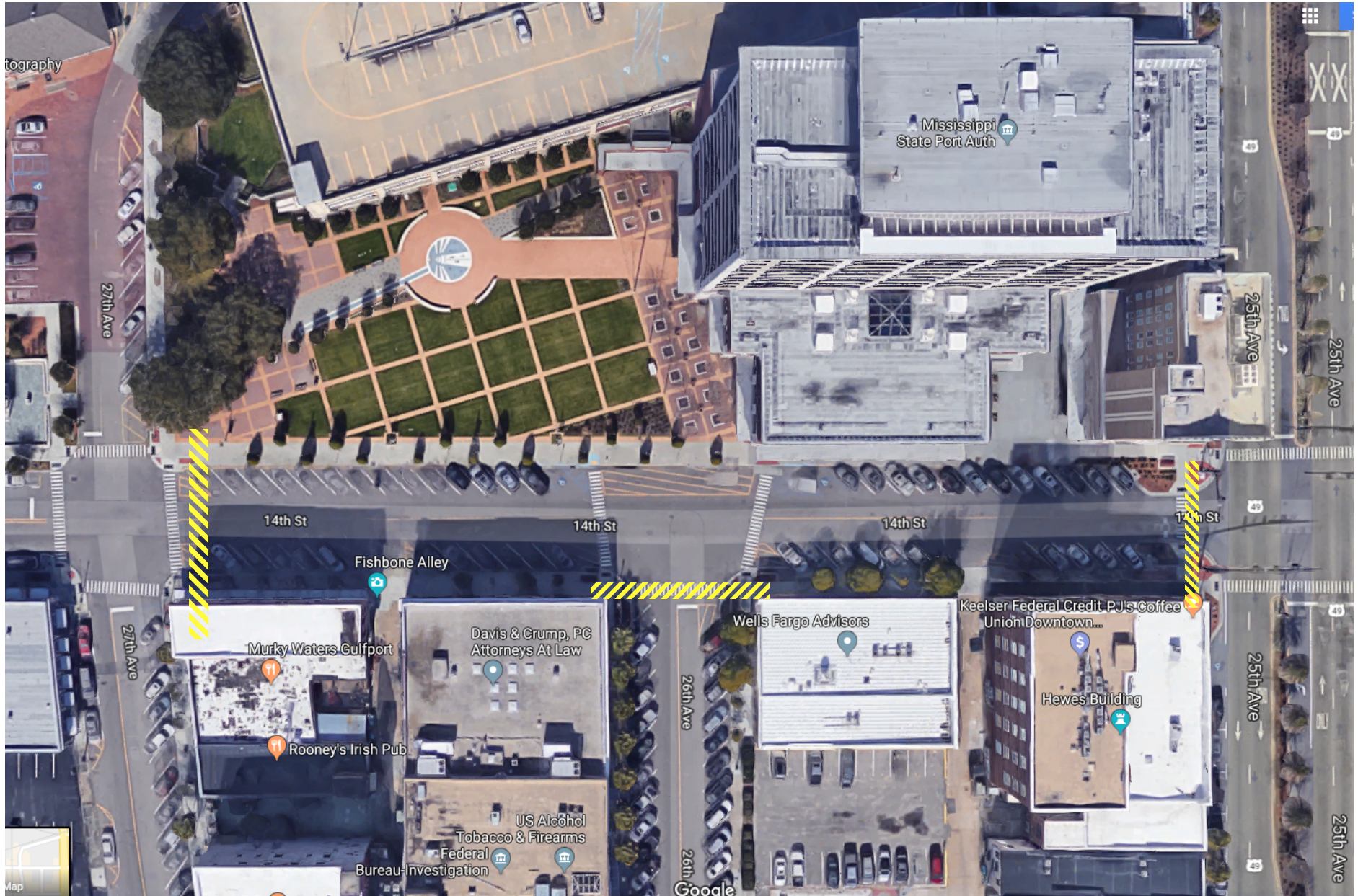
Laurie Toups
Director, Gulfport Main Street

Sugar Plum Saturday, Saturday December 7 - deliver Fri 12/6

Road Closed Barricade layout

12 Road Closed Barricades: 4 at 14th & 27th; 4 at 14th & 26th; 4 at 14th & 25th

They will be removed prior to the start of the parade by the police who are heading up the detail



FUND	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	FINAL AMENDMENT	FINAL BUDGET	YTD ACTUAL	VARIANCE
General Fund	40 PROPERTY TAXES	(20,153,609)	-	299,462	(19,854,147)	(19,854,147)	-
	41 SALES TAX	(22,334,900)	-	(463,171)	(22,798,071)	(22,798,071)	-
	42 LICENSES AND PERMITS	(1,170,321)	-	36,011	(1,134,310)	(1,134,310)	-
	43 FRANCHISE FEES	(3,669,339)	-	(329,048)	(3,998,387)	(3,998,387)	-
	44 GAMING FEES	(4,101,790)	-	61,568	(4,040,222)	(4,040,222)	-
	45 GRANTS FEDERAL	(452,288)	(710,539)	486,036	(676,790)	(676,790)	-
	47 GRANTS OTHER	(1,635,000)	734,451	(203,027)	(1,103,577)	(1,103,577)	-
	48 FINES AND FORFEITS	(1,340,054)	-	256,158	(1,083,896)	(1,083,896)	-
	49 INTERGOVERNMENTAL	(1,885,000)	-	(126,111)	(2,011,111)	(2,011,111)	-
	50 CHARGES FOR SERVICE	(2,447,277)	(151,071)	334,837	(2,263,511)	(2,263,511)	-
	51 INTEREST EARNED	-	-	(579,145)	(579,145)	(579,145)	-
	56 MISC REVENUE	(269,350)	(12,398)	144,924	(136,824)	(136,824)	-
	58 OTHER FINANCING SRCE	-	-	(16,320)	(16,320)	(16,320)	-
	GENERAL FUND REVENUES	(59,458,928)	(139,557)	(97,825)	(59,696,310)	(59,696,310)	-
	60 PERSONAL SERVICES	304,223	-	(248)	303,975	303,975	-
	61 SUPPLIES	1,200	-	(322)	878	878	-
	62 OTHER SERVICES	28,144	-	(339)	27,805	27,805	-
	111 EXECUTIVE	333,567	-	(909)	332,658	332,658	-
	60 PERSONAL SERVICES	359,244	-	(19,356)	339,888	339,888	-
	61 SUPPLIES	5,700	-	(3,251)	2,449	2,449	-
	62 OTHER SERVICES	1,604,573	(46,675)	(800,444)	757,454	757,454	-
	63 CAPITAL OUTLAY	10,593	-	(3,316)	7,277	7,277	-
	115 LEGISLATIVE	1,980,110	(46,675)	(826,366)	1,107,069	1,107,069	-
	60 PERSONAL SERVICES	1,103,477	-	(41,729)	1,061,748	1,061,748	-
	61 SUPPLIES	16,200	-	(7,711)	8,489	8,489	-
	62 OTHER SERVICES	445,616	-	(62,516)	383,100	383,100	-
	63 CAPITAL OUTLAY	5,000	-	(2,108)	2,892	2,892	-
	125 JUDICIAL	1,570,293	-	(114,064)	1,456,229	1,456,229	-
	60 PERSONAL SERVICES	954,183	-	(20,194)	933,988	933,988	-
	61 SUPPLIES	6,479	1,775	(2,128)	6,126	6,126	-
	62 OTHER SERVICES	342,127	185,321	(291,430)	236,018	236,018	-
	63 CAPITAL OUTLAY	8,000	22,090	(920)	29,170	29,170	-
	135 LEGAL	1,310,789	209,186	(314,672)	1,205,303	1,205,303	-
	60 PERSONAL SERVICES	1,456,058	-	(9,415)	1,446,643	1,446,643	-
	61 SUPPLIES	56,600	-	(21,061)	35,539	35,539	-
	62 OTHER SERVICES	592,467	(15,000)	(68,950)	508,517	508,517	-
	63 CAPITAL OUTLAY	10,000	-	(10,000)	-	-	-
	145 GENERAL ADMINISTRATION	2,115,125	(15,000)	(109,426)	1,990,699	1,990,699	-
	60 PERSONAL SERVICES	879,484	-	(7,865)	871,619	871,619	-
	61 SUPPLIES	19,211	-	(269)	18,942	18,942	-
	62 OTHER SERVICES	863,607	-	(56,482)	807,125	807,125	-
	63 CAPITAL OUTLAY	263,526	178,275	(136,208)	305,593	305,593	-
	150 INFORMATION TECHNOLOGY	2,025,828	178,275	(200,824)	2,003,280	2,003,280	-
	61 SUPPLIES	150	-	(150)	-	-	-
	62 OTHER SERVICES	22,289	-	(13,056)	9,233	9,233	-
	155 CIVIL SERVICE	22,439	-	(13,206)	9,233	9,233	-
	62 OTHER SERVICES	356,933	-	2	356,935	356,935	-
	175 PUBLIC TRANSPORTATION	356,933	-	2	356,935	356,935	-
	60 PERSONAL SERVICES	14,689,885	(903,807)	(412,721)	13,373,358	13,373,358	-
	61 SUPPLIES	1,387,354	37,142	(109,380)	1,315,116	1,315,116	-
	62 OTHER SERVICES	2,044,430	152,795	(5,976)	2,191,249	2,191,249	-
	63 CAPITAL OUTLAY	27,000	(7,282)	(401)	19,317	19,317	-
	213 POLICE OPERATING	18,148,669	(721,152)	(528,477)	16,899,040	16,899,040	-
	60 PERSONAL SERVICES	(31,726)	779,478	(83,765)	663,987	663,987	-
	61 SUPPLIES	3,795	24,130	(10,807)	17,119	17,119	-
	62 OTHER SERVICES	50,857	106,394	(31,057)	126,195	126,195	-
	63 CAPITAL OUTLAY	34,723	84,491	(36,906)	82,308	82,308	-
	214 POLICE GRANTS	57,650	994,493	(162,534)	889,609	889,609	-
	60 PERSONAL SERVICES	11,285,176	-	(549,240)	10,735,936	10,735,936	-
	61 SUPPLIES	717,684	112,055	(89,130)	740,609	740,609	-
	62 OTHER SERVICES	641,241	(32,581)	(29,603)	579,057	579,057	-
	63 CAPITAL OUTLAY	215,717	113,849	(228,151)	101,415	101,415	-
	290 FIRE	12,859,818	193,323	(896,124)	12,157,017	12,157,017	-
	61 SUPPLIES	1,192,905	(166,307)	(91,755)	934,843	934,843	-
	62 OTHER SERVICES	3,576,294	3,207	(63,952)	3,515,549	3,515,549	-
	63 CAPITAL OUTLAY	308,923	249,134	(283,392)	274,666	274,666	-
	64 CAPITAL PROJECTS	-	28,048	-	28,048	28,048	-
	65 DEBT SERVICE	-	-	1,266	1,266	1,266	-
	311 STREETS AND DRAINAGE	5,078,122	114,082	(437,833)	4,754,371	4,754,371	-
	60 PERSONAL SERVICES	566,255	-	1,406	567,661	567,661	-
	61 SUPPLIES	28,117	(15,619)	(2,307)	10,191	10,191	-
	62 OTHER SERVICES	39,326	(702)	(2,829)	35,795	35,795	-
	64 CAPITAL PROJECTS	50,000	-	(23,305)	26,695	26,695	-
	313 PUBLIC WORKS ADMIN	683,698	(16,321)	(27,036)	640,341	640,341	-

FUND	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	FINAL AMENDMENT	FINAL BUDGET	YTD ACTUAL	VARIANCE
	60 PERSONAL SERVICES	507,392	-	(7,176)	500,216	500,216	-
	61 SUPPLIES	218,626	(3,013)	(29,711)	185,902	185,902	-
	62 OTHER SERVICES	25,124	(1,505)	(1)	23,618	23,618	-
	63 CAPITAL OUTLAY	-	52,860	(50,001)	2,859	2,859	-
	64 CAPITAL PROJECTS	-	13,673	(2,586)	11,087	11,087	-
	315 TRAFFIC CONTROL AND SAFETY	751,142	62,015	(89,475)	723,682	723,682	-
	60 PERSONAL SERVICES	532,885	-	63,521	596,407	596,407	-
	61 SUPPLIES	15,264	375	(3,083)	12,556	12,556	-
	62 OTHER SERVICES	1,904,839	155,011	(319,370)	1,740,480	1,740,480	-
	63 CAPITAL OUTLAY	4,000	-	(469)	3,531	3,531	-
	64 CAPITAL PROJECTS	-	30,000	(30,000)	-	-	-
	325 ENGINEERING	2,456,989	185,386	(289,401)	2,352,973	2,352,973	-
	60 PERSONAL SERVICES	549,987	-	(31,099)	518,888	518,888	-
	61 SUPPLIES	37,550	16,574	(9,581)	44,543	44,543	-
	62 OTHER SERVICES	44,367	(1,000)	(1,803)	41,564	41,564	-
	63 CAPITAL OUTLAY	-	4,000	36	4,036	4,036	-
	335 MAINTENANCE GARAGE	631,904	19,574	(42,447)	609,031	609,031	-
	60 PERSONAL SERVICES	3,265,882	-	(15,501)	3,250,381	3,250,381	-
	61 SUPPLIES	961,072	(38,833)	(16,133)	906,106	906,106	-
	62 OTHER SERVICES	1,940,079	52,035	(9,883)	1,982,231	1,982,231	-
	63 CAPITAL OUTLAY	1,399	136,193	(1,601)	135,992	135,992	-
	65 DEBT SERVICE	131,883	(8,384)	(7,076)	116,423	116,423	-
	411 LEISURE SERVICES	6,300,315	141,011	(50,193)	6,391,134	6,391,134	-
	60 PERSONAL SERVICES	-	-	67,892	67,892	67,892	-
	415 BUILDING MAINTENANCE	-	-	67,892	67,892	67,892	-
	60 PERSONAL SERVICES	-	-	52	52	52	-
	425 SENIOR CITIZENS	-	-	52	52	52	-
	60 PERSONAL SERVICES	-	-	672	672	672	-
	430 BEAUTIFICATION	-	-	672	672	672	-
	61 SUPPLIES	-	-	2,918	2,918	2,918	-
	437 BAYOU VISTA GOLF COURSE	-	-	2,918	2,918	2,918	-
	60 PERSONAL SERVICES	1,589,972	-	(46,109)	1,543,863	1,543,863	-
	61 SUPPLIES	44,940	-	(18,472)	26,468	26,468	-
	62 OTHER SERVICES	287,267	-	(133,621)	153,646	153,646	-
	611 PLANNING AND ZONING	1,922,179	-	(198,202)	1,723,977	1,723,977	-
	60 PERSONAL SERVICES	233,531	-	(14,981)	218,551	218,551	-
	61 SUPPLIES	14,100	-	(185)	13,915	13,915	-
	62 OTHER SERVICES	128,460	-	(12,212)	116,248	116,248	-
	63 CAPITAL OUTLAY	191,000	(71,513)	(103,347)	16,140	16,140	-
	621 ECONOMIC DEVELOPMENT	567,091	(71,513)	(130,724)	364,854	364,854	-
	66 OPERATING TRANSFERS	1,470,027	-	(1,470,027)	-	-	-
	901 OPERATION TRANSFERS	1,470,027	-	(1,470,027)	-	-	-
	GENERAL FUND EXPENDITURES	60,951,611	1,475,818	(6,113,794)	56,313,634	56,313,634	-
DISASTER RELIEF	45 GRANTS FEDERAL	(1,235,165)	-	(4,024)	(1,239,189)	(1,239,189)	-
	46 GRANTS STATE	-	-	(206,532)	(206,532)	(206,532)	-
	56 MISC REVENUE	-	-	(53,975)	(53,975)	(53,975)	-
	DISASTER RELIEF REVENUE	(1,235,165)	-	(264,531)	(1,499,695)	(1,499,695)	-

FUND	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJ/SMTS	FINAL AMENDMENT	FINAL BUDGET	YTD ACTUAL	VARIANCE
CAPITAL PROJECTS	45 GRANTS FEDERAL	(22,882,422)	(3,023,591)	13,972,111	(11,933,902)	(11,933,902)	-
	46 GRANTS STATE	(162,257)	(8,000,000)	8,162,257	-	-	-
	51 INTEREST EARNED	121,971	-	(216,601)	(94,630)	(94,630)	-
	56 MISC REVENUE	(435,932)	-	(76,068)	(512,000)	(512,000)	-
	CAPITAL PROJECTS REVENUE	(23,358,640)	(11,023,591)	21,841,699	(12,540,532)	(12,540,532)	-
	62 OTHER SERVICES	135,287	(2,264)	(98,275)	34,748	34,748	-
	63 CAPITAL OUTLAY	1,502,330	(33,642)	(1,297,527)	171,161	171,161	-
	64 CAPITAL PROJECTS	35,734,077	7,543,211	(18,785,636)	24,491,652	24,491,652	-
	65 DEBT SERVICE	242,302	5,761	1,018	249,080	249,080	-
	345 CAPITAL PROJECTS - CAP	37,613,996	7,513,066	(20,180,421)	24,946,641	24,946,641	-
	62 OTHER SERVICES	82,775	(65,692)	(17,083)	-	-	-
	64 CAPITAL PROJECTS	5,893,916	3,814,283	(5,617,407)	4,090,792	4,090,792	-
	346 MDOT GRANT - FEDERAL AID R	5,976,692	3,748,591	(5,634,491)	4,090,792	4,090,792	-
	64 CAPITAL PROJECTS	350,298	-	(350,298)	-	-	-
	348 Natural Resource Grant	350,298	-	(350,298)	-	-	-
	62 OTHER SERVICES	17,365	(13,129)	(4,235)	-	-	-
	64 CAPITAL PROJECTS	1,501,402	(8,839)	(599,522)	893,042	893,042	-
	357 2012 BOND ISSUE - ROAD IMP	1,518,767	(21,968)	(603,757)	893,042	893,042	-
	62 OTHER SERVICES	49,156	(40,811)	(3,501)	4,844	4,844	-
	64 CAPITAL PROJECTS	970,327	25,837	(625,548)	370,616	370,616	-
	358 DRAINAGE/EQUIP 2014 BOND \$	1,019,483	(14,974)	(629,049)	375,460	375,460	-
	64 CAPITAL PROJECTS	150,385	(31,918)	(71,609)	46,858	46,858	-
	359 CITYWIDE 2014 BOND \$10M	150,385	(31,918)	(71,609)	46,858	46,858	-
	64 CAPITAL PROJECTS	29,281	-	(3,345)	25,936	25,936	-
	440 CAPITAL PROJECT-LEISURE/HA	29,281	-	(3,345)	25,936	25,936	-
	64 CAPITAL PROJECTS	117,122	-	(13,377)	103,745	103,745	-
	441 LS CAPITAL PRJ - GRANT FUN	117,122	-	(13,377)	103,745	103,745	-
	CAPITAL PROJECTS EXPENDITURES	46,776,024	11,192,797	(27,486,347)	30,482,474	30,482,474	-
COMMUNITY DEVELOPMENT	45 GRANTS FEDERAL	(4,236,680)	(10,396,151)	5,261,734	(9,371,097)	(9,371,097)	-
	51 INTEREST EARNED	-	-	(220)	(220)	(220)	-
	COMMUNITY DEVELOPMENT REVENUE	(4,236,680)	(10,396,151)	5,261,514	(9,371,317)	(9,371,317)	-
	60 PERSONAL SERVICES	278,633	117,577	(287,324)	108,886	108,886	-
	61 SUPPLIES	2,240	3,300	(4,179)	1,362	1,362	-
	62 OTHER SERVICES	139,696	50,300	(156,294)	33,701	33,701	-
	63 CAPITAL OUTLAY	-	833,000	(3,000)	830,000	830,000	-
	64 CAPITAL PROJECTS	541,922	(165,588)	(229,386)	146,948	146,948	-
	511 COMMUNITY DEVELOPMENT	962,492	838,589	(680,183)	1,120,898	1,120,898	-
	60 PERSONAL SERVICES	24,297	41,180	67,244	132,720	132,720	-
	61 SUPPLIES	486	2,500	(2,855)	131	131	-
	62 OTHER SERVICES	4,540	4,008	(7,761)	787	787	-
	85 HOME CONSORTIUM	78,312	344,011	(407,796)	14,527	14,527	-
	515 HOME CONSORTIUM-GULFPORT	107,634	391,699	(351,167)	148,166	148,166	-
	85 HOME CONSORTIUM	79,612	223,474	(291,086)	12,000	12,000	-
	535 HOME CONSORTIUM-HARRISON C	79,612	223,474	(291,086)	12,000	12,000	-
	62 OTHER SERVICES	334,930	-	(334,154)	776	776	-
	64 CAPITAL PROJECTS	7,664,644	34,322	(3,772,733)	3,926,233	3,926,233	-
	542 MDA GRANT - CDBG SUPPLEMEN	7,999,574	34,322	(4,106,887)	3,927,009	3,927,009	-
	COMMUNITY DEVELOPMENT EXPENDITURES	9,149,312	1,488,084	(5,429,323)	5,208,073	5,208,073	-
POLICE & FIRE RETIREMENT	40 PROPERTY TAXES	(934,022)	-	(12,003)	(946,025)	(946,025)	-
	49 INTERGOVERNMENTAL	(34,000)	-	(5,189)	(39,189)	(39,189)	-
	POLICE AND FIRE RETIREMENT REVENUE	(968,022)	-	(17,192)	(985,214)	(985,214)	-
	62 OTHER SERVICES	968,022	-	17,192	985,214	985,214	-
	POLICE AND FIRE RETIREMENT EXPENDITURES	968,022	-	17,192	985,214	985,214	-
POLICE FORFEITURE & SEIZURE	49 INTERGOVERNMENTAL	-	(140,143)	24,958	(115,185)	(115,185)	-
	51 INTEREST EARNED	-	-	(7,051)	(7,051)	(7,051)	-
	56 MISC REVENUE	-	-	(20,597)	(20,597)	(20,597)	-
	58 OTHER FINANCING SRCE	-	(128)	128	-	-	-
	POLICE FORFEITURE & SEIZURE REVENUE	-	(140,271)	(2,562)	(142,833)	(142,833)	-
	61 SUPPLIES	120,264	(93,994)	(28,267)	(1,997)	(1,997)	-
	62 OTHER SERVICES	18,456	-	(18,456)	-	-	-
	63 CAPITAL OUTLAY	317,434	187,738	(85,226)	419,945	419,945	-
	276 FORFEITURES AND SEIZURES F	456,154	93,744	(131,950)	417,948	417,948	-
	61 SUPPLIES	14,603	24,674	(23,470)	15,807	15,807	-
	63 CAPITAL OUTLAY	21,722	21,888	(52,230)	(8,620)	(8,620)	-
	277 FORFEITURES AND SEIZURES C	36,326	46,562	(75,700)	7,187	7,187	-
	POLICE FORFEITURE & SEIZURE EXPENDITURES	492,480	140,306	(207,650)	425,135	425,135	-

FUND	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	FINAL AMENDMENT	FINAL BUDGET	YTD ACTUAL	VARIANCE
COASTAL NARCOTICS TASK FORCE	49 INTERGOVERNMENTAL	-	(11,463)	(4,272)	(15,735)	(15,735)	-
	51 INTEREST EARNED	-	-	(2,062)	(2,062)	(2,062)	-
	56 MISC REVENUE	-	-	(0)	(0)	(0)	-
	COASTAL NARCOTICS TASK FORCE REVENUE	-	(11,463)	(6,335)	(17,798)	(17,798)	-
	61 SUPPLIES	75,013	8,193	(74,067)	9,139	9,139	-
	63 CAPITAL OUTLAY	8,129	3,270	(2,940)	8,460	8,460	-
	POLICE NARCOTICS TASK FORCE EXPENDITURES	83,142	11,463	(77,006)	17,599	17,599	-
MUNICIPAL DEBT SERVICE	40 PROPERTY TAXES	(4,730,000)	-	187,635	(4,542,365)	(4,542,365)	-
	49 INTERGOVERNMENTAL	(858)	-	(184,474)	(185,332)	(185,332)	-
	51 INTEREST EARNED	(425,000)	-	189,076	(235,924)	(235,924)	-
	57 OPERATING TRANSFERS	(1,397,345)	-	1,397,345	-	-	-
	MUNICIPAL DEBT SERVICE REVENUE	(6,553,203)	-	1,589,582	(4,963,621)	(4,963,621)	-
	65 DEBT SERVICE	6,522,832	-	(267,024)	6,255,808	6,255,808	-
	MUNICIPAL DEBT SERVICE EXPENDITURES	6,522,832	-	(267,024)	6,255,808	6,255,808	-
WATER/SEWER UTILITY FUND	48 FINES AND FORFEITS	-	-	(73)	(73)	(73)	-
	50 CHARGES FOR SERVICE	(33,795,703)	-	2,186,481	(31,609,222)	(31,609,222)	-
	51 INTEREST EARNED	-	-	(76,903)	(76,903)	(76,903)	-
	56 MISC REVENUE	(1,836,299)	-	(848,380)	(2,684,679)	(2,684,679)	-
	WATER/SEWER UTILITY FUND REVENUE	(35,632,002)	-	1,261,125	(34,370,877)	(34,370,877)	-
	63 CAPITAL OUTLAY	-	1,000,000	-	1,000,000	1,000,000	-
	60 PERSONAL SERVICES	980,888	-	1,739	982,627	982,627	-
	61 SUPPLIES	65,500	-	(1,860)	63,640	63,640	-
	62 OTHER SERVICES	1,964,726	5,873	(165,769)	1,804,830	1,804,830	-
	811 UTILITY BILLING	3,011,114	5,873	(165,891)	2,851,096	2,851,096	-
	61 SUPPLIES	1,939,650	234,700	(310,450)	1,863,900	1,863,900	-
	62 OTHER SERVICES	2,906,549	-	(1,846,533)	1,060,016	1,060,016	-
	63 CAPITAL OUTLAY	-	312,573	(251)	312,322	312,322	-
	67 DEPRECIATION EXPENSE	-	-	326,820	326,820	326,820	-
	815 WATER OPERATIONS	4,846,199	547,273	(1,830,415)	3,563,057	3,563,057	-
	60 PERSONAL SERVICES	162,808	-	(101,421)	61,387	61,387	-
	61 SUPPLIES	947,120	110,300	(147,542)	909,878	909,878	-
	62 OTHER SERVICES	2,990,552	60,000	1,378,423	4,428,975	4,428,975	-
	63 CAPITAL OUTLAY	-	211,746	(40,000)	171,746	171,746	-
	65 DEBT SERVICE	-	1,848	-	1,848	1,848	-
	67 DEPRECIATION EXPENSE	-	-	13,701	13,701	13,701	-
	825 SEWER OPERATIONS	4,100,480	383,894	1,103,160	5,587,535	5,587,535	-
	65 DEBT SERVICE	9,341,909	(1,000,000)	(58,127)	8,283,782	8,283,782	-
	835 DEBT SERVICE WATER AND SEW	9,341,909	(1,000,000)	(58,127)	8,283,782	8,283,782	-
	62 OTHER SERVICES	11,712,450	81,660	-	11,794,110	11,794,110	-
	845 HCWWSWMD	11,712,450	81,660	-	11,794,110	11,794,110	-
	62 OTHER SERVICES	72,108	8,434	(25,029)	55,514	55,514	-
	63 CAPITAL OUTLAY	-	495,450	(473,762)	21,688	21,688	-
	64 CAPITAL PROJECTS	2,141,775	1,705,150	(2,988,400)	858,525	858,525	-
	65 DEBT SERVICE	49,980	49,980	(49,980)	49,980	49,980	-
	849 WATER AND SEWER PROJECTS	2,263,864	2,259,014	(3,537,171)	985,707	985,707	-
	62 OTHER SERVICES	298,197	(78,312)	(139,489)	80,396	80,396	-
	63 CAPITAL OUTLAY	21,796	-	(16,921)	4,875	4,875	-
	64 CAPITAL PROJECTS	2,205,029	58,372	(805,210)	1,458,191	1,458,191	-
	856 WATER/SEWER 2014 BOND \$14	2,525,022	(19,940)	(961,621)	1,543,461	1,543,461	-
	WATER/SEWER UTILITY FUND EXPENDITURES	37,801,038	3,257,774	(5,450,064)	35,608,747	35,608,747	-
JOSEPH T JONES	45 GRANTS FEDERAL	40,404	(115,404)	42,945	(32,055)	(32,055)	-
	50 CHARGES FOR SERVICE	(820,000)	-	(11,585)	(831,585)	(831,585)	-
	51 INTEREST EARNED	-	-	(1,942)	(1,942)	(1,942)	-
	56 MISC REVENUE	14,433	(706,933)	(75,772)	(768,272)	(768,272)	-
	420 JOSEPH T JONES	(765,163)	(822,337)	(46,353)	(1,633,853)	(1,633,853)	-
	60 PERSONAL SERVICES	320,746	-	(26,845)	293,901	293,901	-
	61 SUPPLIES	469,767	-	(58,322)	411,445	411,445	-
	62 OTHER SERVICES	824,618	914,265	(363,637)	1,375,246	1,375,246	-
	63 CAPITAL OUTLAY	-	23,360	(1,918)	21,442	21,442	-
	67 DEPRECIATION EXPENSE	-	-	1,373	1,373	1,373	-
	445 JOSEPH T JONES	1,615,131	937,625	(449,348)	2,103,407	2,103,407	-

FUND	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	FINAL AMENDMENT	FINAL BUDGET	YTD ACTUAL	VARIANCE
GROUP HEALTH AND LIFE	50 CHARGES FOR SERVICE	(5,862,073)	15,175	395,640	(5,451,258)	(5,451,258)	-
	51 INTEREST EARNED	(225,000)	-	221,396	(3,604)	(3,604)	-
	56 MISC REVENUE	-	-	(74,218)	(74,218)	(74,218)	-
	GROUP HEALTH AND LIFE REVENUE	(6,087,073)	15,175	542,818	(5,529,080)	(5,529,080)	-
	60 PERSONAL SERVICES	-	6,000	-	6,000	6,000	-
	62 OTHER SERVICES	6,035,000	-	(554,651)	5,480,349	5,480,349	-
	GROUP HEALTH AND LIFE EXPENDITURES	6,035,000	6,000	(554,651)	5,486,349	5,486,349	-
CLAIMS CONTINGENCY	50 CHARGES FOR SERVICE	(2,264,065)	13,249	(31,515)	(2,282,331)	(2,282,331)	-
	51 INTEREST EARNED	-	-	(66,171)	(66,171)	(66,171)	-
	56 MISC REVENUE	(270,000)	-	269,300	(700)	(700)	-
	CLAIMS CONTINGENCY REVENUE	(2,534,065)	13,249	171,614	(2,349,202)	(2,349,202)	-
	62 OTHER SERVICES	2,497,146	-	(91,795)	2,405,351	2,405,351	-
	CLAIMS CONTINGENCY EXPENDITURES	2,497,146	-	(91,795)	2,405,351	2,405,351	-
POLICE ASSET FORFEITURE	51 INTEREST EARNED	-	-	(4,940)	(4,940)	(4,940)	-
	56 MISC REVENUE	-	-	(1,764)	(1,764)	(1,764)	-
	POLICE ASSET FORFEITURE REVENUE	-	-	(6,704)	(6,704)	(6,704)	-

City of Gulfport

Budget Amendment Request

Fund Name	All Funds	Date		11/07/19
Department Name	All Departments	Budget Entry #		2019-101
	Original Budget	Prior Amendments	This Amendment	Revised Budget
General Fund Revenues	59,458,928	139,557	97,825	59,696,310
General Fund Expenditures	60,951,611	1,475,818	(6,113,794)	56,313,634
General Fund Balance	(1,492,683)	(1,336,262)	6,211,620	3,382,675
Disaster Relief Revenues	1,235,165	-	264,531	1,499,695
Disaster Relief Expenditures	-	-	-	-
Disaster Relief Fund Balance	1,235,165	-	264,531	1,499,695
Capital Projects Fund Revenue	23,358,640	11,023,591	(21,841,699)	12,540,532
Capital Projects Fund Expenditures	46,776,024	11,192,797	(27,486,347)	30,482,474
Capital Projects Fund Balance	(23,417,385)	(169,205)	5,644,648	(17,941,942)
Community Development Fund Revenues	4,236,680	10,396,151	(5,261,514)	9,371,317
Community Development Fund Expenditures	9,149,312	1,488,084	(5,429,323)	5,208,073
Community Development Fund Balance	(4,912,632)	8,908,067	167,809	4,163,244
Police and Fire Retirement Fund Revenues	968,022	-	17,192	985,214
Police and Fire Retirement Fund Expenditures	968,022	-	17,192	985,214
Police and Fire Retirement Fund Balance	-	-	-	-
Police Forfeiture & Seizure Fund Revenues	-	140,271	2,562	142,833
Police Forfeiture & Seizure Fund Expenditures	492,480	140,306	(207,650)	425,135
Police Forfeiture & Seizure Fund Balance	(492,480)	(35)	210,212	(282,303)
Coastal Narcotics Task Force Revenues	-	11,463	6,335	17,798
Coastal Narcotics Task Force Expenditures	83,142	11,463	(77,006)	17,599
Coastal Narcotics Task Force Fund Balance	(83,142)	-	83,341	199
Municipal Debt Service Fund Revenues	6,553,203	-	(1,589,582)	4,963,621
Municipal Debt Service Fund Expenditures	6,522,832	-	(267,024)	6,255,808
Municipal Debt Service Fund Balance	30,371	-	(1,322,558)	(1,292,187)
Water/Sewer Utility Fund Revenues	35,632,002	-	(1,261,125)	34,370,877
Water/Sewer Utility Fund Expenditures	37,801,038	3,257,774	(5,450,064)	35,608,747
Water/Sewer Utility Fund Balance	(2,169,036)	(3,257,774)	4,188,939	(1,237,871)
Joseph T Jones Fund Revenues	765,163	822,337	46,353	1,633,853
Joseph T Jones Fund Expenditures	1,615,131	937,625	(449,348)	2,103,407
Joseph T Jones Fund Balance	(849,968)	(115,288)	495,702	(469,554)
Group Health and Life Fund Revenues	6,087,073	(15,175)	(542,818)	5,529,080
Group Health and Life Fund Expenditures	6,035,000	6,000	(554,651)	5,486,349
Group Health and Life Fund Balance	52,073	(21,175)	11,833	42,731
Claims Contingency Revenues	2,534,065	(13,249)	(171,614)	2,349,202
Claims Contingency Expenditures	2,497,146	-	(91,795)	2,405,351
Claims Contingency Fund Balance	36,919	(13,249)	(79,819)	(56,149)
PD Asset Fund Revenues	-	-	6,704	6,704
PD Asset Fund Expenditures	-	-	-	-
PD Asset Fund Balance	-	-	6,704	6,704

Amendment to amend budget to actual for FYE 9/30/2019. Summary of funds are above. Detail schedule is attached.



Gerard Bellocq
Comptroller

1410 24th Avenue
Gulfport, MS 39501
Phone: 228-868-5705 Ext.6542
Email: gbellocq@gulfport-
ms.gov

Memorandum – City of Gulfport

City Hall
2309 15th St.
Gulfport, MS 39501

To: Mayor Hewes, Dr. Kelly, CAO, Councilman Casey,
Councilman Roland, Councilwoman Holmes-Hines, Councilman Walker
Councilman Sharp, Councilman Flowers and Councilwoman Pucheu

A handwritten signature in blue ink, appearing to read "G. Bellocq".

From: Gerard Bellocq, Comptroller

Date: November 8, 2019

RE: Budget Amendment 2019-101

Attached is a summary and detail schedule amending budget to actual for FYE September 30, 2019.

Thank you for your consideration in this matter.



**DEPARTMENT OF
PUBLIC WORKS**

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5740
Fax: 228-214-2238

Budget Amendment

To: Jerry Bellocq, CPA, Comptroller
Travis Hart, CPA, Finance

CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Kris Riemann, P.E., Director of Engineering

From: Wayne Miller, P.E., Director of Public Works

Public Works & Engineering
4050 Hewes Ave
Gulfport, MS 39507

Date: October 31st, 2019

Subject: Budget Amendment to Fund Amendment 10 to Utility Partners Contract

AMOUNT	FROM	TO
\$184,960.00	Water Sewer Fund Balance	815-621800 (Privatization Contract)
\$184,960.00	TOTAL	

The Department of Public Works is requesting a Budget Amendment to transfer \$184,960.00 from the Water/Sewer Fund Balance to the Water Privatization Contract account to fund amendment #10 to the Utility Partners LLC contract (attached).

The tenth amendment to the Utility Partners contract with the City of Gulfport Public Works Department will add four (4) water meter labor positions. These positions will assist with the Water Meter Register Head Replacement project. The total cost for these new positions will be \$184,960.00/year.

I hereby recommend this budget amendment.

Please place on the November 19th, 2019 City Council Agenda.

Memorandum – City of Gulfport

To: Mayor Billy Hewes

CC: Dr. John Kelly, CAO

Gerard Bellocq, Finance

From: Wayne E. Miller, P.E. 

Date: 10/29/19

Re: Tenth Amendment

- Contract for Operations and Maintenance of the Water and Sewer Systems,
as well as, the Streets and Drainage Systems for the City of Gulfport

- Utility Partners, LLC.

Attached for your consideration is the referenced Tenth Amendment, which will add four (4) meter labor positions. These positions will assist with the Water Meter Register Head Replacement Project. The total cost for these new positions will be \$184,960.00/year.

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

This item has been approved by:

Mayor or C.A.O. _____

Attachments:

1. Tenth Amendment
2. Letter from Utility Partners, LLC dated October 23, 2019

City of Gulfport

Budget Amendment Request

Fund Name	Utility		Date	11/07/19
Department #	815		Budget Entry #	2020-13
Department Name	Public Works			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	2,916,403	-	184,960	3,101,363
Capital	-	-	-	-
Total	2,916,403	-	184,960	3,101,363

A budget amendment is requested to increase the Water/Sewer Privatization Contract account to fund amendment #10 to the Utility Partners LLC contract.

Amendment # 2020-13

Gulfport Police Department

Interoffice Memo

Date: November 7, 2019

To: Mayor Billy Hewes and City Council Members

From: Leonard Papania, Chief of Police

Re: Budget Amendment

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

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

Check Number 44767 in the amount of \$121.50

Total..... \$121.50

Revenue line item 285-492600.....\$121.50

Expense line items to be increased:

286-630100 Police Narcotics Task Force Capital \$121.50

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.

City of Gulfport

Budget Amendment Request

Fund Name	CNET	Date	11/07/19
Department #	285/286	Budget Entry #	2020-14
Department Name	Police Department		

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

Amendment # 2020-14

MEMORANDUM – CITY OF GULFPORT

Date: NOVEMBER 8, 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 19th Day Of November, 2019.

**Please place the attached item on the above referenced council agenda for
resolutions awarding bids.**

MEMORANDUM – CITY OF GULFPORT

Date: NOVEMBER 8, 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: 07100-02-079.000. LOTS 24 & 25 BLK 10 GULFPORT HEIGHTS. Awarded To
PURPOSED BY DESIGN LAWN MAINTENANCE LLC For \$360.00 To CUT & CLEAN THE PROPERTY
REMOVE/HAUL OFF TRASH & DEBRIS REPAIR OR REMOVE VEHICLE(S) From Site Located At
4816 30TH-1/2 ST. (SMITH RUTH A) 4638
- Parcel 2: 0710I-04-081.000. LOT 123 VILLA DEL REY SUBD.. Awarded To
GRASSMASTERS LAWN SERVICE LLC For \$125.00 To CUT & CLEAN THE
PROPERTY REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At
4007 PONDEROSA DR. (KEETON JONATHAN & SAMANTHA) 4655
- Parcel 3: 0711K-04-065.000. LOTS 39 TO 42 INC & 87 TO 90 INC BLK 2 DIXIE ADD.
Awarded To SUPPLE WILLIAM M For \$344.00 To CUT & CLEAN THE
PROPERTY REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At
1521 BEACH AVE. (STATE OF MS) 4850
- Parcel 4: 0711K-04-040.000. THE S 94.22 FT OF LOT 21 SILVERDALE ADD. Awarded
To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For \$400.00 To
CUT & CLEAN THE PROPERTY REMOVE/HAUL OFF TRASH & DEBRIS
From Site Located At DIXIE AVE. (STATE OF MISSISSIPPI) 4853
- Parcel 5: 0711L-01-028.000. LOTS 16 TO 18 BLK 4 PINE GROVE ADD. Awarded To
SUPPLE WILLIAM M For \$200.00 To CUT & CLEAN THE PROPERTY
REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 1802 61ST
AVE. (NANCE MELISSA D) 4915

Parcel 6: 0711L-02-140.000. S 23.4 FT OF LOT 18 & ALL LOTS 19 & 20 BLK 18 CENTRAL BEACH. Awarded To GRASSMASTERS LAWN SERVICE LLC For \$100.00 To CUT & CLEAN THE PROPERTY REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 1417 LEWIS AVE. (HALL JOHN E) 4916

WARD 2

Parcel 7: 0711I-02-115.000. LOTS 6 TO 8 LESS W 75 FT BLK 10 EDGEWATER PARK. Awarded To GRASSMASTERS LAWN SERVICE LLC For \$60.00 To CUT & CLEAN THE PROPERTY REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 801 37TH AVE. (DEMETZ KIM) 4873

WARD 3

Parcel 8: 0810F-04-041.000. N 1/2 OF LOT 8 & ALL LOT 9 BLK 315 NORTH GULFPORT SECS 27/28-7-11. Awarded To SUPPLE WILLIAM M For \$1724.00 To CUT & CLEAN THE PROPERTY REMOVE/HAUL OFF TRASH & DEBRIS DEMOLISH STRUCTURE From Site Located At 4413 ARKANSAS AVE B. (WASHINGTON KEMP) 4411

Parcel 9: 0810E-02-038.000. LOTS 11 TO 21 INC BLK 267 NORTH GULFPORT SECS 27/28-7-11. Awarded To GRASSMASTERS LAWN SERVICE LLC For \$200.00 To CUT & CLEAN THE PROPERTY BOARD UP AND SECURE OPENINGS From Site Located At 4510 OHIO AVE. (HAGENS ERNEST ET AL) 4565

Parcel 10: 0809M-02-004.037. LOT F FOREST HEIGHTS. Awarded To GRASSMASTERS LAWN SERVICE LLC For \$200.00 To CUT & CLEAN THE PROPERTY From Site Located At TULIP CT. (GRIGGS ELIZABETH MCCREE) 4727

Parcel 11: 0809M-02-004.049. LOT G FOREST HEIGHTS. Awarded To GRASSMASTERS LAWN SERVICE LLC For \$250.00 To CUT & CLEAN THE PROPERTY From Site Located At HOLLY CIR. (MOUAZEN LAMA) 4728

Parcel 12: 0810F-04-041.001. LOTS 7 & S 1/2 OF LOT 8 BLK 315 NORTH GULFPORT SECS 27/28-7-11. Awarded To SUPPLE WILLIAM M For \$1724.00 To CUT & CLEAN THE PROPERTY REMOVE/HAUL OFF TRASH & DEBRIS DEMOLISH STRUCTURE From Site Located At 4413 ARKANSAS AVE A. (WASHINGTON GEORGE G) 4925

WARD 4

Parcel 13: 0911B-01-030.000. BEG ON N LINE OF PILGRIM PROP. Awarded To TWIN CITY LAWN CARE For \$120.00 To CUT & CLEAN THE PROPERTY REMOVE WEEDS & VINES REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 427 OAK GROVE AVE. (FREY GERALDINE H-EST-)4718

WARD 5

Parcel 14: 0808I-03-019.000. LOT 14 NEW HAVEN NORTH ADD TO BEL-AIRE SUBD. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For \$95.00 To CUT & CLEAN THE PROPERTY From Site Located At 101 ASHFORD CT. (PUSTAY DAVID M & WF)4831

WARD 6

- Parcel 15: 0908D-01-011.000. E 220 FT OF N 3/4 OF NW 3/4 OF NW 1/4 5 ACS SEC 2-7-11. Awarded To SUPPLE WILLIAM M For \$69.00 To CUT & CLEAN THE PROPERTY REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 13411 O'NEAL RD. (DEVELOPMENT CONSULTING INC)4701
- Parcel 16: 0908D-01-157.000. LOT 109 WINDSONG SUBD PH 3 SEC 2-7-11. Awarded To GRASSMASTERS LAWN SERVICE LLC For \$99.00 To CUT & CLEAN THE PROPERTY From Site Located At 12343 WINDWARD CIR. (GRAVES KENNETH M)4819
- Parcel 17: 0908K-02-032.000. LOT 186 WILDWOOD SUBD PART 1. Awarded To GRASSMASTERS LAWN SERVICE LLC For \$99.00 To CUT & CLEAN THE PROPERTY REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 902 EAST BIRCH DR.(DEMONTAGNAC DENISE NICOLE) 4922

WARD 7

- Parcel 18: 0808B-02-054.000. LOT 42 BRIARWOOD SOUTH SUBD REPLAT SEC 3-7-11. Awarded To GRASSMASTERS LAWN SERVICE LLC For \$99.00 To CUT & CLEAN THE PROPERTY From Site Located At 14432 KAREN CT. (WILLIS RAY JOSE)4832
- Parcel 19: 0808L-01-070.000. LOTS 12 TO 14 INC BLK 26 GULF & SHIP ISLAND DEV CO SECS 4/9-7-11. Awarded To GRASSMASTERS LAWN SERVICE LLC For \$75.00 To CUT & CLEAN THE PROPERTY From Site Located At 15363 6TH ST. (SHAW LURLINE -EST-)4835
- Parcel 20: 0807I-01-005.014. -DETENTION POND- BEG 540.4 FT N OF SE COR OF SW1/4 OF NE1/4 OF SEC 34 N ALONG 1/4 SEC LINE 147.3 FT N 78 DG W 159.6 FT TO E MAR OF CARRIAGE CIRCLE SLY ALONG RD 122.7 FT S 54 DG E 174.1 N 58 DG E 69.3 FT TO POB PART OF SW1/4 OF NE1/4 OF SEC 34-6-11. Awarded To SUPPLE WILLIAM M For \$238.00 To CUT & CLEAN THE PROPERTY From Site Located At CARRIAGE CIR. (STATE OF MISSISSIPPI - SECRETARY OF STATE) 4883
- Parcel 21: 0808B-01-010.003. BEG 20 FT S OF NW COR OF LOT 8 BRIARWOOD ESTATES SUBD ONE E MAR BRIARWOOD DR S ALONG RD 115 FT E 225 FT N 115 FT W 225 FT TO POB BEING PART OF LOT 8 BRIARWOOD ESTAT SUBD & PART OF NE 1/4 OF NW 1/4 OF SEC 3-7-11. Awarded To TWIN CITY LAWN CARE For \$120.00 To CUT & CLEAN THE PROPERTY REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 12458 BRIARWOOD DR EAST. (RAWSON IVEY L & THELMA L)4896

TOTAL: \$ 6701.00

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 **19th** day of **November, 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: 0710O-02-079.000. LOTS 24 & 25 BLK 10 GULFPORT HEIGHTS. Awarded To PURPOSED BY DESIGN LAWN MAINTENANCE LLC For \$360.00 To CUT & CLEAN THE PROPERTY REMOVE/HAUL OFF TRASH & DEBRIS REPAIR OR REMOVE VEHICLE(S) From Site Located At 4816 30TH-1/2 ST. (SMITH RUTH A) 4638
- Parcel 2: 0710I-04-081.000. LOT 123 VILLA DEL REY SUBD.. Awarded To GRASSMASTERS LAWN SERVICE LLC For \$125.00 To CUT & CLEAN THE PROPERTY REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 4007 PONDEROSA DR. (KEETON JONATHAN & SAMANTHA) 4655
- Parcel 3: 0711K-04-065.000. LOTS 39 TO 42 INC & 87 TO 90 INC BLK 2 DIXIE ADD. Awarded To SUPPLE WILLIAM M For \$344.00 To CUT & CLEAN THE PROPERTY REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 1521 BEACH AVE. (STATE OF MS) 4850
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- Parcel 5: 0711L-01-028.000. LOTS 16 TO 18 BLK 4 PINE GROVE ADD. Awarded To SUPPLE WILLIAM M For \$200.00 To CUT & CLEAN THE PROPERTY REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 1802 61ST AVE. (NANCE MELISSA D) 4915
- Parcel 6: 0711L-02-140.000. S 23.4 FT OF LOT 18 & ALL LOTS 19 & 20 BLK 18 CENTRAL BEACH. Awarded To GRASSMASTERS LAWN SERVICE LLC For \$100.00 To CUT & CLEAN THE PROPERTY REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 1417 LEWIS AVE. (HALL JOHN E) 4916
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- Parcel 20: 0807I-01-005.014. -DETENTION POND- BEG 540.4 FT N OF SE COR OF SW1/4 OF NE1/4 OF SEC 34 N ALONG 1/4 SEC LINE 147.3 FT N 78 DG W 159.6 FT TO E MAR OF CARRIAGE CIRCLE SLY ALONG RD 122.7 FT S 54 DG E 174.1 N 58 DG E 69.3 FT TO POB PART OF SW1/4 OF NE1/4 OF SEC 34-6-11. Awarded To SUPPLE WILLIAM M For \$238.00 To CUT & CLEAN THE PROPERTY From Site Located At CARRIAGE CIR. (STATE OF MISSISSIPPI - SECRETARY OF STATE) 4883

Parcel 21: 0808B-01-010.003. BEG 20 FT S OF NW COR OF LOT 8 BRIARWOOD ESTATES SUBD ONE E MAR BRIARWOOD DR S ALONG RD 115 FT E 225 FT N 115 FT W 225 FT TO POB BEING PART OF LOT 8 BRIARWOOD ESTAT SUBD & PART OF NE 1/4 OF NW 1/4 OF SEC 3-7-11. Awarded To TWIN CITY LAWN CARE For \$120.00 To CUT & CLEAN THE PROPERTY REMOVE/HAUL OFF TRASH & DEBRIS From Site Located At 12458 BRIARWOOD DR EAST. (RAWSON IVEY L & THELMA L)4896

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

Public Records Requests Report

To: Mayor Billy Hewes and Council Members

From: Jeremy Perry-Records Manager

Subject: October 2019 Records Requests

Date: November 6, 2019

Below is the monthly Records Request Report for October 2019. One Hundred and Twelve (**112**) records requests submitted. The amount collected for all thus far **\$238.89**. Payments are pending for thirty five (**35**) requests. Please feel free to contact me at jperry@gulfport-ms.gov and/or (228)868-5705 Ext 6556.

Department	Requestor	Request Date	Completion Date	Requested Information	Status	Cost
Urban Development	Cheryl Mount	10/1/2019	10/10/2019	Building permits from 9/1/19 to 9/30/19	Complete	\$8.75
Police	Angela Lowery	10/1/2019	10/2/2019	Case # 619121771	Complete	Awaiting Payment
Court/Police	Michael Dupuis Private Investigator	10/1/2019	10/2/2019	Ronnie Dewitt Graham	No records	\$0.00
Urban Development	Earl Duchossois	10/1/2019	10/2/2019	201901386 (permit no)	Complete	\$4.37
Police	Marie Schroeder w/ Schroeder Real Estate	10/1/2019	10/2/2019	Possible domestic violence call out on September 27th	No records	\$0.00
Court/Police	Officer Michelle Miller	10/2/2019	10/2/2019	Donald Cooper	Complete	\$0.00
Court/Police	MDOC	10/2/2019	10/2/2019	19-011411 Corey Hicks	Complete	\$0.00
Police	Susan S. Sanich, Esq	10/2/2019	10/4/2019	Report # for crash 9/30/19 on 33rd Avenue-Driver-Tynisha Riley	Complete	Awaiting Payment
Urban Development	Maricella Medina	10/2/2019	10/3/2019	Assistant Executive Housekeepers	Complete	Awaiting Payment
Urban Development	Kukun	10/2/2019	10/9/2019	All permits for 2000-2019	Complete	\$8.75
Urban Development	Sonja Williams	10/2/2019	10/3/2019	Building permit for 11181 Hwy 49 N Gulfport, MS 39503	Complete	\$4.37
Fire	MS Farm Bureau	10/2/2019	10/3/2019	Fire report for shed fire at 12419 Red Fox Dr., Gulfport, MS 39503	Complete	\$4.78
Urban Development	John Nuemeyer	10/3/2019	10/4/2019	From 2017 to present all complaints and violations on 3318 West Railroad	Complete	\$6.12
Court	NICS	10/3/2019	10/3/2019	DOA: 12/5/2017 Simple Assault, Aggrav Assault, Domestic Violence Antonio K. Edwards	Complete	Awaiting Payment
Urban Development	Rick Marshall	10/3/2019	10/14/2019	Zoning of parcel ID #10100-01-001.001	Complete	\$66.87
Court	Leszko Monika	10/4/2019	10/4/2019	Certified copy of traffic tickets from 2003 name was Monika Knox	Complete	\$4.88
Court	NICS	10/4/2019	10/4/2019	Jamal Dvonte Wheatley DOA 7-13-19	Complete	\$0.00

Public Records Requests Report

Court	Rebecca Byther	10/4/2019	10/4/2019	18-018165	Complete	Awaiting Payment
Urban Development	Adriana Henriquez	10/4/2019	10/7/2019	Active cases of code violations for residential properties in the city of Gulfport	Complete	Awaiting Payment
Court	NICS	10/4/2019	10/9/2019	Devonta Jevon Jones	Complete	\$0.00
Urban Development	Nicholaus Rice/Pemco Limited	10/7/2019	10/9/2019	12069 Harmony Cir, Gulfport, MS 39503	Complete	\$8.75
Court	Montgomery Livingston DHS/CBP	10/7/2019	10/9/2019	Natasha Ford GPD citation #G1022586 dated 1/26/2017	Complete	\$0.00
Fire	Laura Green, Copeland, Cook, Taylor & Bush, P. A.	10/7/2019	10/7/2019	D/I: 8/15/18 Cynthia Davis, Location 13470 Old 49 D2, Gulfport, MS 39503	Complete	\$6.37
Urban Development	Jada Powell (Accutrend Data Corporation)	10/7/2019	10/7/2019	List of businesses that filed for DBA license in the city during the month of September	Complete	\$4.62
Police	Tammy Brownsberger - Morris Bart	10/8/2019	10/8/2019	MVA-need police report #	Complete	\$0.00
Court	Danielle Malo	10/8/2019	10/8/2019	8-11-18 arrest for DUI, suspended drivers license & tint violation Jackson James Bachus	Complete	\$0.00
Court	USPO Lacey Stewart	10/8/2019	10/9/2019	1:19cr120HSO-JCG-002, Trevor Eugene Brothern	Complete	\$0.00
IT/PW/UD	James D. Davis Jr	10/8/2019	10/14/2019	Zoning	Complete	Awaiting Payment
Court	Rianne Peterson	10/9/2019	10/9/2019	200108873 Disposition	Complete	Awaiting Payment
Urban Development	Reed Bryant	10/9/2019	10/14/2019	5130 28th Street, 13140 Three Rivers Road and 13141 Three Rivers Road	Complete	\$0.00
Court	Perspecta	10/9/2019	10/14/2019	Schuyler Shaleke Harrison	Complete	\$5.88
Court	Perspecta	10/9/2019	10/14/2019	Aaron Trent Beckwith	Complete	\$4.63
Urban Development	Paul & Ava Craig	10/9/2019	10/9/2019	Duckworth South Planning Commission Transcripts	Complete	\$5.37
Court	NICS	10/10/2019	10/14/2019	Terrence Devell Russell DOA 12/23/2016 Simple assault, aggravated assault, domestic violence 1-97-3-7	Complete	\$0.00
Court	NICS	10/10/2019	10/14/2019	Kajuna Taiye Strickland First offense DUI	Complete	\$0.00
Court	Maxine Lawson-Conway/Special Assistant Attorney General	10/10/2019	10/14/2019	Marc Aaron Carter MDOC#143207 & Crystal Marie Lynn	Complete	\$0.00
Police	Eleanor Gear / Arrow Media	10/10/2019	10/10/2019	Pursuit and arrest of D/Juan Holloway on 11 January 2014	No records	\$0.00

Public Records Requests Report

Court	Florida Dept of Law Enforcement - Firearm Purchase Program	10/10/2019	10/14/2019	Marquis Antwone McMillon	Complete	\$0.00
Police	Rocky W. Eaton	10/10/2019	10/11/2019	Photographs of accident on 5/21/2019	Complete	Awaiting Payment
Urban Development	Paul & Ava Craig	10/11/2019	10/30/2019	Duckworth South General Plan Transcript	No records	\$0.00
Court	Agent Mimi Pippins	10/11/2019	10/14/2019	James Kevin Havard, malicious mischief, drunkenness in public place	Complete	\$0.00
Court	NICS	10/11/2019	10/14/2019	Hayes Ronald Tyra - DUI - Refusal or inability to submit to chemical test	Complete	\$0.00
Police	Eleanor Gear / Arrow Media	10/11/2019	10/11/2019	Pursuit and arrest of D'Juan Holloway on 12 January 2015	No records	\$0.00
Court/Police	Jessica Hill	10/11/2019	10/14/2019	Need copy of ticket #DH400179	Complete	\$0.00
Court/Police	Jessica Hill	10/11/2019	10/14/2019	Need final court sentence from DUI and court order	Complete	\$0.00
Court/Police	Deputy Attorney General Jessica Kuehn	10/11/2019	10/11/2019	Copies of police report and court disposition on 6-7-2018, case number 18-010762 for Jack Allen York Jr.	Complete	\$0.00
Court/Police	Jessica Hill	10/11/2019	10/15/2019	DUI Report #15-025912 on October 13, 2015	Complete	\$4.88
Court/Police	Destiney Guericke/Copeland, Cook, Taylor & Bush	10/14/2019	10/15/2019	Alisha C. Moore	Complete	\$4.88
Court/Police	Destiney Guericke/Copeland, Cook, Taylor & Bush	10/14/2019	10/15/2019	Andreius K. Moore	Complete	\$13.50
Court	Austin Hubbard	10/14/2019	10/15/2019	October 17, 2014 DUI arrest	Complete	\$0.00
Police	Morris Bart/Lauren Sullivan Attorney at Law	10/14/2019	10/15/2019	Accident report on 10/10/19 on Dedeaux Road; client Trinity Gray	Complete	\$0.00
Court/Police	Lashonda Wilson	10/15/2019	10/15/2019	Domestic violence between Markos Harvey and Lashonda Wilson	Complete	Awaiting Payment
Police	Scott W. Soutullo (attorney for Zyclasston Day and passengers)	10/15/2019	10/16/2019	19-019584 traffic accident on 10/8/2019	Complete	Awaiting Payment
Court/Police	Rufus Alldredge, Esq	10/15/2019	10/16/2019	Tanner Reed Brumfield 6/1/2019 leaving scene of accident	Complete	\$0.00
Urban Development	Henry Cahill	10/15/2019	10/16/2019	Property: File #769247 Parcel 0910M-03-060.000 2903 7th Avenue, Gulfport, MS 39501	No records	\$0.00

Public Records Requests Report

Police	Todd Jeffreys & Mary Jeffreys / Povallri Jeffreys, P.A.	10/16/2019	10/16/2019	Accident involving Xavier Moore on August 31, 2019	Complete	Awaiting Payment
Urban Development	E. M. O'Malley	10/16/2019	10/16/2019	Code Enforcement letter sent to resident at 3613 16th St on or about 6/10/19	Complete	\$4.37
Urban Development	E. M. O'Malley	10/16/2019	10/18/2019	Property Maintenance Book	Complete	\$17.50
Police	Morris Bart/Lauren Sullivan Attorney at Law	10/16/2019	10/17/2019	Police Report #19-019633 for accident on 10/9/19 on Highway 49	Complete	Awaiting Payment
Police	Marie Schroeder w/ Schroeder Real Estate	10/17/2019	10/17/2019	2402 Burke Street - Possible domestic violence call out on September 27th evening	Complete	Awaiting Payment
Urban Development	Donahue Favret Contractors, Inc	10/17/2019	10/17/2019	Legal Property description of Garden Medical Center for construction contract purposes	Complete	\$0.00
Police	Morris Bart/Lauren Sullivan Attorney at Law	10/17/2019	10/18/2019	Police report for the accident on 10/16/19 on 28th Street. Client is Danzail Blackmon	Complete	\$0.00
Court	NICS	10/18/2019	10/21/2019	Brandon Scott Jones DUI - First Offense DOA: 20180310	Complete	\$0.00
Court/Police	Blair Warren	10/18/2019	10/21/2019	09043488 Copy of ticket	Complete	Awaiting Payment
Police	Morris Bart/Lauren Sullivan, Attorney at Law	10/21/2019	10/23/2019	Accident Report No. 19020073 for accident on I-10 10/16/19	Complete	Awaiting Payment
Court	Anjelica Moye	10/21/2019	10/21/2019	Documents on restraining order against Rashoun Rankin	Complete	\$0.00
Court	Reeves & Mestayer, PLLC	10/21/2019	10/21/2019	Larry K. Bates - citation for Failure to Yield Right of Way on 4/26/2018	Complete	\$0.00
PW/UD	Ana Ramirez - SBA Communications	10/21/2019	10/22/2019	New Telecommunications Tower (cell tower) in the past month	No records	\$0.00
Court	Statewide Transport	10/22/2019	10/23/2019	201922035 - No Parking Zone Violation	Complete	\$0.00
Police	Lauren Hillery; Copeland, Cook, Taylor & Bush P.A.	10/22/2019	10/31/2019	Incident report regarding abduction/murder of Janaya Thompson on July 16, 2014	Complete	Awaiting Payment
Police	Lauren Hillery; Copeland, Cook, Taylor & Bush P.A.	10/22/2019	10/31/2019	Map showing the police precincts, beats and grids	Complete	Awaiting Payment
Court	Christian Strickland, Esq.	10/22/2019	10/23/2019	All criminal records for my client, Kristyn Vanarsdall	Complete	\$5.88

Public Records Requests Report

HR	John D. Farmer II	10/22/2019	10/23/2019	All personnel records from Human Resources for prior Employee	Complete	\$21.87
Urban Development	David O'Neal	10/22/2019	10/22/2019	Resubdivision 1910PC124	Complete	\$7.12
Court	NICS	10/22/2019	10/23/2019	DOA: 4/26/2018 Poss of Marijuana while operating a motor vehicle and DUI ICO Solicia Hang Tran	Complete	\$0.00
Police	Allstate Insurance Company - Adjuster: Alexandra McNealis	10/22/2019	10/23/2019	Case numbers from 9/10/2018 to 10/22/2019 for Mary Weber at 114 Gary St. Gulfport, MS 39503	Complete	Awaiting Payment
Court	NICS	10/23/2019	10/23/2019	Tricia Ann Holliman Possession Controlled Substance	Complete	\$0.00
Court/Police	Eron O'Malley	10/23/2019	10/24/2019	Case #19-017049	Complete	Awaiting Payment
Utility Billing	Greg Trout /Chelepis & Associates	10/23/2019	10/23/2019	Water & sewer bills for last 12 months for Garden Park Medical Center 15200 Community Road	Complete	Awaiting Payment
Urban Development	GRS Group, Shawn Gilthorpe	10/24/2019	10/25/2019	Info to Ashton Park Apts I&II 9245 Cuandet Road, Gulfport, MS	Complete	Awaiting Payment
Police	Brandon K. Brown	10/24/2019	10/30/2019	Calls to GPD from May of 2016 until October 2019 for 980 Courthouse Rd Apt 1304 & 924 Jefferson Dr. Gulfport, MS	Complete	Awaiting Payment
Police	Mary E. Jeffrey's/Povall & Jeffreys, P.A.	10/24/2019	10/30/2019	Incident #19-014068 - Xavier Moore copy of video from FCU atm mentioned in Hilliard's report	Complete	Awaiting Payment
Urban Development	William Alex Brady II / Cassie E. Davis	10/24/2019	10/24/2019	Property located @ 14386 South Swan Road, Gulfport, MS 39503	Complete	\$8.75
Court/Police	Victoria Scott	10/24/2019	10/25/2019	2011 shoplifting charge	Complete	\$0.00
CC/FI/UD	Donald Rafferty/Rafferty Law Group, PLLC	10/24/2019	11/4/2019	35,000,000 Mississippi Development Bank Special Obligations Bond Public Records Request	No records	\$0.00
Police	Morris Bart/Lauren Sullivan, Attorney at Law	10/25/2019	10/25/2019	Accident report on 10/11/19 Crossroads Parkway. Client is Alysha Atherton	Complete	\$0.00
Police	Christine Weber Realty LLC.	10/25/2019	EXT	3712 A&B 18th St fighting		
Court/Police	James Curtis Harris	10/25/2019	10/25/2019	07-017306	Complete	Awaiting Payment
Court	Michele Struble OBO Husband-Leroy Struble	10/25/2019	10/28/2019	GPD #09-038591	Complete	\$0.00

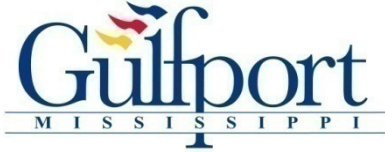
Public Records Requests Report

Police	Morris Bart/Lauren R. Sullivan, Attorney at Law	10/25/2019	10/28/2019	Accident report on 10/25/2019 on Highway 49 involving Mae Cowart	Complete	\$0.00
Police	Ryan Canon	10/28/2019	10/28/2019	Police report 10/24/2019, Lillian Scales, guest passenger, wreck on 605, other driver: Leo De Savalas	Complete	\$0.00
Court	NICS	10/29/2019	10/29/2019	Jeremiah Jerome Davis PD arrest case 10-030154	Complete	\$0.00
Court	Denae Bering	10/29/2019	10/29/2019	201717200	Complete	\$0.00
Court/Police	Jean-Marc Bonin, Esq.	10/29/2019	10/30/2019	City of Gulfport v. Jeremy Dedeaux Domestic	Complete	\$5.63
Police/Utility	Peter Hein	10/29/2019	10/30/2019	12343 Windward Drive, Gulfport, MS 39503	Complete	Awaiting Payment
Fire	Shannon Cangemi/MK Associates, Inc.	10/30/2019	11/7/2019	11200 Three Rivers Rd Zoning, violations, building code violations, fire violations	Complete	Awaiting Payment
Court	Agent Mimi Pippins	10/30/2019	10/30/2019	Robert Wendell Ellis 7/29/2019, 8/27/2019, 9/5/2019 & 9/11/2019	Complete	\$0.00
Fire	Farm Bureau Claims	10/30/2019	11/6/2019	Fire Report #131200	Complete	Awaiting Payment
Court	John Blandino	10/30/2019	10/30/2019	Wreckless driving ticket an failure to yield	Complete	Awaiting Payment
Court	Harmony Garriss	10/30/2019	10/30/2019	James Walker simple domestic assault arrest ID 19-07792 Incident # 19-015968	Complete	\$0.00
F/LS/PW/UD/UB	Asset Management - Ande Carr	10/30/2019	EXT	AMC requests		
Court	NICS	10/30/2019	10/30/2019	Eddie Lee Hopkins Jr. DOA 1/8/2010 simple assault	Complete	\$0.00
Urban Development	Kiem Powers	10/30/2019	11/1/2019	Building permits, plans, etc. for beachside pool constructed at the Island View Casino in Gulfport, MS	Complete	Awaiting Payment
Court	NICS	10/31/2019	10/31/2019	Eric Robert Larson DOA 12/22/2018	Complete	\$0.00
Court/Police	SSgt Hamilton, James US ARMY Recruiter	10/31/2019	10/31/2019	Records review and police record check for Dominique Virgina Johnson	Complete	\$0.00
Court	Melody Turnley & Jena Taylor	10/31/2019	10/31/2019	99014844 & 00-058451	Complete	Awaiting Payment
Court	Ambria Reynolds	10/31/2019	10/31/2019	Raymond H. Parker Jr. 2007-07-03 Misdemeanor Simple Assault	Complete	\$0.00
Urban Development	E. M. O'Malley	10/31/2019	10/31/2019	Second letter sent to residence at 3913 16th Street	Complete	Awaiting Payment

Public Records Requests Report

Fire	Kevin McMahon, GRS	10/31/2019	10/31/2019	HAZMAT	No records	\$0.00
Court	McKinley Hodges Jr.	10/31/2019	10/31/2019	Abstract the tickets have been paid in full THO021988 on 7/15/17	Complete	\$0.00
Fire	Kevin McMahon, GRS	10/31/2019	10/31/2019	Open fire code violations	No records	\$0.00
Police	Broyles Claim Decision Support	10/31/2019	11/5/2019	19-018704	Complete	Awaiting Payment
TOTAL						\$238.89





Comptroller

1410 24th Avenue
Gulfport, MS 39501
Phone: 228-868-5705 Ext.6542
Email: gbellocq@gulfport-ms.gov

MEMORANDUM

City Hall
2309 15th St.
Gulfport, MS 39501

To: Mayor Billy Hewes
Council President F.B. 'Rusty' Walker, IV
Councilman Kenneth L. Casey, Sr.
Councilman Robert 'R. Lee' Flowers
Councilwoman Ella Holmes-Hines
Councilwoman Cara L. Pucheu
Councilman Ronald "Ron" Roland
Councilman Myles Sharp

CC: Dr. John Kelly, CAO

From: Gerard Bellocq, Comptroller

Date: November 12, 2019

Re: Year-To-Date Budget Report for the month ending October 31, 2019

Please find attached a year-to-date budget report for the month ending October 31, 2019, representing the first (1st) month of the City's 2020 fiscal year.

The first sixteen (16) pages of the report represent summary financial information of all City Funds on a Departmental basis. Following the summary financial information section of the report is a summary of the City's current budgeted capital projects. Financial information contained within this section is presented on a funding source and "project" basis – expenditures only.

Please do not hesitate to call me if I can be of further assistance.

11/12/2019 11:16
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CITY OF GULFPORT
YEARLY BUDGET TO ACTUAL REPORT
THROUGH OCTOBER 31, 2019

P 1
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FOR 2020 01

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMENTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
010 GENERAL FUND							
010 GENERAL FUND							
40 PROPERTY TAXES	-20,501,600	0	-20,501,600	-303,942.49	.00	-20,197,657.51	1.5%
41 SALES TAX	-23,080,000	0	-23,080,000	-1,917,015.25	.00	-21,162,984.75	8.3%
42 LICENSES AND PERMITS	-1,076,116	0	-1,076,116	-112,852.78	.00	-963,263.22	10.5%
43 FRANCHISE FEES	-4,378,459	0	-4,378,459	-1,015,933.28	.00	-3,362,525.72	23.2%
44 GAMING FEES	-3,862,711	0	-3,862,711	-191,191.57	.00	-3,671,519.43	4.9%
45 GRANTS FEDERAL	-1,006,833	0	-1,006,833	-15,210.13	.00	-991,622.39	1.5%
47 GRANTS OTHER	-1,112,570	0	-1,112,570	-114,423.45	.00	-998,146.55	10.3%
48 FINES AND FORFEITS	-1,060,000	0	-1,060,000	-85,964.30	.00	-974,035.70	8.1%
49 INTERGOVERNMENTAL	-2,000,000	0	-2,000,000	-15,750.00	.00	-1,984,250.00	.8%
50 CHARGES FOR SERVICE	-2,300,461	982	-2,299,479	-55,317.54	-1,875.00	-2,242,286.81	2.5%
51 INTEREST EARNED	-434,905	0	-434,905	-61,374.04	.00	-373,530.96	14.1%
56 MISC REVENUE	-119,439	22	-119,417	-50,673.82	.00	-68,743.18	42.4%
58 OTHER FINANCING SRCE	-13,790	0	-13,790	.00	.00	-13,790.00	.0%
TOTAL GENERAL FUND	-60,946,884	1,004	-60,945,880	-3,939,648.65	-1,875.00	-57,004,356.22	6.5%
111 EXECUTIVE							
60 PERSONAL SERVICES	306,712	0	306,712	23,106.29	.00	283,605.71	7.5%
61 SUPPLIES	1,200	0	1,200	73.60	.00	1,126.40	6.1%
62 OTHER SERVICES	32,809	0	32,809	3,399.56	-94.20	29,503.64	10.1%
TOTAL EXECUTIVE	340,721	0	340,721	26,579.45	-94.20	314,235.75	7.8%
115 LEGISLATIVE							
60 PERSONAL SERVICES	368,007	0	368,007	26,144.81	.00	341,862.19	7.1%
61 SUPPLIES	5,700	0	5,700	1,311.55	-145.47	4,533.92	20.5%
62 OTHER SERVICES	1,475,490	0	1,475,490	455,991.21	-231.80	1,019,730.59	30.9%
63 CAPITAL OUTLAY	10,593	0	10,593	.00	.00	10,593.00	.0%
TOTAL LEGISLATIVE	1,859,790	0	1,859,790	483,447.57	-377.27	1,376,719.70	26.0%
125 JUDICIAL							

11/12/2019 11:16
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 CITY OF GULFPORT
 YEARLY BUDGET TO ACTUAL REPORT
 THROUGH OCTOBER 31, 2019

 P 2
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FOR 2020 01

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PERSONAL SERVICES	1,116,824	0	1,116,824	86,049.81	.00	1,030,774.19	7.7%
61 SUPPLIES	16,200	0	16,200	2,044.36	.00	14,155.64	12.6%
62 OTHER SERVICES	442,220	0	442,220	11,289.32	1,215.00	429,715.68	2.8%
63 CAPITAL OUTLAY	5,000	0	5,000	.00	1,015.00	3,985.00	20.3%
TOTAL JUDICIAL	1,580,244	0	1,580,244	99,383.49	2,230.00	1,478,630.51	6.4%
135 LEGAL							
60 PERSONAL SERVICES	964,934	0	964,934	71,040.96	.00	893,893.04	7.4%
61 SUPPLIES	9,441	0	9,441	133.05	32.00	9,276.44	1.7%
62 OTHER SERVICES	562,079	0	562,079	18,278.54	56,014.14	487,785.96	13.2%
63 CAPITAL OUTLAY	9,840	0	9,840	.00	.00	9,840.00	.0%
TOTAL LEGAL	1,546,294	0	1,546,294	89,452.55	56,046.14	1,400,795.44	9.4%
145 GENERAL ADMINISTRATION							
60 PERSONAL SERVICES	1,458,773	0	1,458,773	112,100.54	.00	1,346,672.46	7.7%
61 SUPPLIES	56,600	0	56,600	3,195.46	1,578.35	51,826.19	8.4%
62 OTHER SERVICES	588,441	0	588,441	46,457.71	10,237.36	531,745.93	9.6%
63 CAPITAL OUTLAY	10,000	0	10,000	.00	10,000.00	.00	100.0%
TOTAL GENERAL ADMINISTRATION	2,113,814	0	2,113,814	161,753.71	21,815.71	1,930,244.58	8.7%
150 INFORMATION TECHNOLOGY							
60 PERSONAL SERVICES	886,969	0	886,969	68,959.27	.00	818,009.73	7.8%
61 SUPPLIES	26,400	0	26,400	1,069.69	106.50	25,223.81	4.5%
62 OTHER SERVICES	894,038	0	894,038	31,874.87	193,733.88	668,429.25	25.2%
63 CAPITAL OUTLAY	389,569	0	389,569	3,792.48	125,880.00	259,896.52	33.3%
TOTAL INFORMATION TECHNOLOGY	2,196,976	0	2,196,976	105,696.31	319,720.38	1,771,559.31	19.4%
155 CIVIL SERVICE							

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 CITY OF GULFPORT
 YEARLY BUDGET TO ACTUAL REPORT
 THROUGH OCTOBER 31, 2019

 P 3
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FOR 2020 01

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62 OTHER SERVICES	14,613	0	14,613	.00	2,525.00	12,088.00	17.3%
TOTAL CIVIL SERVICE	14,613	0	14,613	.00	2,525.00	12,088.00	17.3%
175 PUBLIC TRANSPORTATION							
62 OTHER SERVICES	371,943	0	371,943	85,250.00	.00	286,693.00	22.9%
TOTAL PUBLIC TRANSPORTATION	371,943	0	371,943	85,250.00	.00	286,693.00	22.9%
213 POLICE OPERATING							
60 PERSONAL SERVICES	14,417,511	0	14,417,511	1,074,612.83	.00	13,342,898.17	7.5%
61 SUPPLIES	1,414,000	6,158	1,420,158	137,764.44	129,697.29	1,152,696.16	18.8%
62 OTHER SERVICES	2,273,325	-1,967	2,271,358	100,166.95	11,605.04	2,159,586.01	4.9%
63 CAPITAL OUTLAY	75,300	-16,800	58,500	.00	.00	58,500.00	.0%
TOTAL POLICE OPERATING	18,180,136	-12,609	18,167,527	1,312,544.22	141,302.33	16,713,680.34	8.0%
214 POLICE GRANTS							
45 GRANTS FEDERAL	0	-71,994	-71,994	.00	.00	-71,994.00	.0%
60 PERSONAL SERVICES	131,200	67,062	198,262	10,470.13	.00	187,791.75	5.3%
61 SUPPLIES	10,662	3,646	14,308	5,265.00	.00	9,042.65	36.8%
62 OTHER SERVICES	12,974	49,316	62,290	2,819.79	.00	59,470.29	4.5%
63 CAPITAL OUTLAY	34,580	39,026	73,606	1,008.00	1,575.96	71,022.14	3.5%
TOTAL POLICE GRANTS	189,416	87,055	276,472	19,562.92	1,575.96	255,332.83	7.6%
290 FIRE							
60 PERSONAL SERVICES	11,374,999	0	11,374,999	791,690.36	908.53	10,582,400.11	7.0%
61 SUPPLIES	892,769	0	892,769	54,432.37	75,304.63	763,031.93	14.5%
62 OTHER SERVICES	589,116	0	589,116	33,014.65	-717.28	556,818.63	5.5%
63 CAPITAL OUTLAY	428,151	0	428,151	.00	40,185.89	387,965.27	9.4%
65 DEBT SERVICE	223,437	0	223,437	.00	.00	223,437.00	.0%
TOTAL FIRE	13,508,472	0	13,508,472	879,137.38	115,681.77	12,513,652.94	7.4%

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 CITY OF GULFPORT
 YEARLY BUDGET TO ACTUAL REPORT
 THROUGH OCTOBER 31, 2019

 P 4
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FOR 2020 01

	ORIGINAL APPROP	TRANSFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
311 STREETS AND DRAINAGE							
61 SUPPLIES	1,219,243	0	1,219,243	89,230.17	68,538.71	1,061,474.12	12.9%
62 OTHER SERVICES	3,791,446	0	3,791,446	585,270.99	2,911,213.32	294,961.69	92.2%
63 CAPITAL OUTLAY	741,711	0	741,711	70,306.08	14,594.83	656,810.19	11.4%
64 CAPITAL PROJECTS	67,366	0	67,366	.00	.00	67,366.00	.0%
65 DEBT SERVICE	-1,266	6,674	5,408	1,206.04	.00	4,202.03	22.3%
TOTAL STREETS AND DRAINAGE	5,818,501	6,674	5,825,174	746,013.28	2,994,346.86	2,084,814.03	64.2%
313 PUBLIC WORKS ADMIN							
60 PERSONAL SERVICES	586,775	0	586,775	43,447.02	.00	543,327.98	7.4%
61 SUPPLIES	12,506	0	12,506	1,413.23	182.48	10,910.29	12.8%
62 OTHER SERVICES	41,759	0	41,759	5,570.03	.00	36,188.97	13.3%
64 CAPITAL PROJECTS	64,117	0	64,117	.00	23,305.09	40,811.91	36.3%
TOTAL PUBLIC WORKS ADMIN	705,157	0	705,157	50,430.28	23,487.57	631,239.15	10.5%
315 TRAFFIC CONTROL AND SAFETY							
60 PERSONAL SERVICES	515,451	0	515,451	39,856.13	.00	475,594.87	7.7%
61 SUPPLIES	244,616	-22,400	222,216	12,779.68	32,343.66	177,092.66	20.3%
62 OTHER SERVICES	27,492	0	27,492	199.24	.00	27,292.76	.7%
63 CAPITAL OUTLAY	6,867	72,400	79,267	48,420.00	22,145.00	8,702.00	89.0%
64 CAPITAL PROJECTS	29,215	0	29,215	.00	2,579.91	26,634.74	8.8%
TOTAL TRAFFIC CONTROL AND SAFETY	823,641	50,000	873,641	101,255.05	57,068.57	715,317.03	18.1%
325 ENGINEERING							
60 PERSONAL SERVICES	540,423	0	540,423	47,425.35	.00	492,997.65	8.8%
61 SUPPLIES	17,864	0	17,864	972.52	270.05	16,621.43	7.0%
62 OTHER SERVICES	1,927,867	16,370	1,944,237	431,449.74	153,680.47	1,359,107.09	30.1%
64 CAPITAL PROJECTS	30,000	0	30,000	.00	29,948.08	51.92	99.8%
TOTAL ENGINEERING	2,516,154	16,370	2,532,524	479,847.61	183,898.60	1,868,778.09	26.2%

11/12/2019 11:16
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CITY OF GULFPORT
YEARLY BUDGET TO ACTUAL REPORT
THROUGH OCTOBER 31, 2019

P 5
glytdbud

FOR 2020 01

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
335 MAINTENANCE GARAGE							
60 PERSONAL SERVICES	533,564	0	533,564	41,417.00	.00	492,147.00	7.8%
61 SUPPLIES	58,932	0	58,932	2,120.94	1,992.80	54,818.26	7.0%
62 OTHER SERVICES	46,414	0	46,414	64.75	.00	46,349.25	.1%
63 CAPITAL OUTLAY	9,693	0	9,693	.00	.00	9,693.00	.0%
TOTAL MAINTENANCE GARAGE	648,603	0	648,603	43,602.69	1,992.80	603,007.51	7.0%
411 LEISURE SERVICES							
60 PERSONAL SERVICES	3,407,312	0	3,407,312	217,573.89	.00	3,189,738.11	6.4%
61 SUPPLIES	961,702	0	961,702	67,644.49	54,753.90	839,303.61	12.7%
62 OTHER SERVICES	1,981,565	0	1,981,565	186,506.45	423,321.75	1,371,736.80	30.8%
63 CAPITAL OUTLAY	141,399	0	141,399	2,919.60	.00	138,479.83	2.1%
65 DEBT SERVICE	123,499	0	123,499	13,930.13	109,568.87	.00	100.0%
TOTAL LEISURE SERVICES	6,615,477	0	6,615,477	488,574.56	587,644.52	5,539,258.35	16.3%
415 BUILDING MAINTENANCE							
60 PERSONAL SERVICES	66,816	0	66,816	1,515.64	.00	65,300.36	2.3%
TOTAL BUILDING MAINTENANCE	66,816	0	66,816	1,515.64	.00	65,300.36	2.3%
425 SENIOR CITIZENS							
60 PERSONAL SERVICES	59	0	59	.00	.00	59.00	.0%
TOTAL SENIOR CITIZENS	59	0	59	.00	.00	59.00	.0%
430 BEAUTIFICATION							
60 PERSONAL SERVICES	757	0	757	.00	.00	757.00	.0%
TOTAL BEAUTIFICATION	757	0	757	.00	.00	757.00	.0%

11/12/2019 11:16
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 CITY OF GULFPORT
 YEARLY BUDGET TO ACTUAL REPORT
 THROUGH OCTOBER 31, 2019

 P 6
 glytdbud

FOR 2020 01

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
437 BAYOU VISTA GOLF COURSE							
61 SUPPLIES	3,249	0	3,249	.00	.00	3,248.82	.0%
TOTAL BAYOU VISTA GOLF COURSE	3,249	0	3,249	.00	.00	3,248.82	.0%
611 PLANNING AND ZONING							
60 PERSONAL SERVICES	1,561,496	0	1,561,496	118,500.34	.00	1,442,995.66	7.6%
61 SUPPLIES	44,940	0	44,940	1,925.47	118.74	42,895.79	4.5%
62 OTHER SERVICES	307,267	0	307,267	21,564.29	22,772.19	262,930.52	14.4%
TOTAL PLANNING AND ZONING	1,913,703	0	1,913,703	141,990.10	22,890.93	1,748,821.97	8.6%
614 PLANNING AND ZONING							
62 OTHER SERVICES	0	0	0	6.42	.00	-6.42	100.0%
TOTAL PLANNING AND ZONING	0	0	0	6.42	.00	-6.42	100.0%
621 ECONOMIC DEVELOPMENT							
60 PERSONAL SERVICES	231,749	0	231,749	16,712.30	.00	215,036.70	7.2%
61 SUPPLIES	16,000	0	16,000	857.08	789.92	14,353.00	10.3%
62 OTHER SERVICES	160,000	0	160,000	14,275.67	17,250.00	128,474.33	19.7%
63 CAPITAL OUTLAY	106,000	0	106,000	7,630.94	405.00	97,964.06	7.6%
TOTAL ECONOMIC DEVELOPMENT	513,749	0	513,749	39,475.99	18,444.92	455,828.09	11.3%
901 OPERATION TRANSFERS							
66 OPERATING TRANSFERS	452,000	0	452,000	.00	.00	452,000.00	.0%
TOTAL OPERATION TRANSFERS	452,000	0	452,000	.00	.00	452,000.00	.0%

11/12/2019 11:16
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CITY OF GULFPORT
YEARLY BUDGET TO ACTUAL REPORT
THROUGH OCTOBER 31, 2019

P 7
glytdbud

FOR 2020 01

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL GENERAL FUND	1,033,402	148,494	1,181,895	1,415,870.57	4,548,325.59	-4,782,300.84	504.6%
TOTAL REVENUES	-60,946,884	-70,990	-61,017,874	-3,939,648.65	-1,875.00	-57,076,350.22	
TOTAL EXPENSES	61,980,285	219,484	62,199,769	5,355,519.22	4,550,200.59	52,294,049.38	
030 DISASTER RELIEF							
030 HURRICANE FUND							
45 GRANTS FEDERAL	4,024	0	4,024	.00	.00	4,024.13	.0%
TOTAL HURRICANE FUND	4,024	0	4,024	.00	.00	4,024.13	.0%
TOTAL DISASTER RELIEF	4,024	0	4,024	.00	.00	4,024.13	.0%
TOTAL REVENUES	4,024	0	4,024	.00	.00	4,024.13	
100 CAPITAL PROJECTS							
100 CAPITAL PROJECTS							
45 GRANTS FEDERAL	-13,345,149	-186,359	-13,531,508	.00	.00	-13,531,508.28	.0%
46 GRANTS STATE	-8,162,257	4,000,000	-4,162,257	.00	.00	-4,162,256.50	.0%
51 INTEREST EARNED	216,601	0	216,601	.00	.00	216,600.78	.0%
56 MISC REVENUE	64,068	0	64,068	.00	.00	64,067.76	.0%
TOTAL CAPITAL PROJECTS	-21,226,737	3,813,641	-17,413,096	.00	.00	-17,413,096.24	.0%
345 CAPITAL PROJECTS - CAP							
62 OTHER SERVICES	98,275	0	98,275	.00	.00	98,275.40	.0%
63 CAPITAL OUTLAY	1,305,573	49,225	1,354,799	35,291.34	1,148,913.39	170,593.92	87.4%
64 CAPITAL PROJECTS	22,814,321	-3,786,407	19,027,913	5,076,255.57	536,039.33	13,415,618.49	29.5%
65 DEBT SERVICE	7	-7	0	20,191.80	.00	-20,191.80	100.0%
TOTAL CAPITAL PROJECTS - CAP	24,218,176	-3,737,189	20,480,987	5,131,738.71	1,684,952.72	13,664,296.01	33.3%
346 MDOT GRANT - FEDERAL AID ROADS							

11/12/2019 11:16
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 CITY OF GULFPORT
 YEARLY BUDGET TO ACTUAL REPORT
 THROUGH OCTOBER 31, 2019

 P 8
 glytdbud

FOR 2020 01

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62 OTHER SERVICES	17,083	0	17,083	.00	17,083.42	.00	100.0%
64 CAPITAL PROJECTS	5,617,407	-63,641	5,553,766	157,360.63	1,930,576.01	3,465,829.73	37.6%
TOTAL MDOT GRANT - FEDERAL AID ROADS	5,634,491	-63,641	5,570,850	157,360.63	1,947,659.43	3,465,829.73	37.8%
348 Natural Resource Grant							
64 CAPITAL PROJECTS	350,298	0	350,298	.00	4,522.24	345,775.97	1.3%
TOTAL Natural Resource Grant	350,298	0	350,298	.00	4,522.24	345,775.97	1.3%
357 2012 BOND ISSUE - ROAD IMP							
62 OTHER SERVICES	4,235	0	4,235	.00	4,235.46	.00	100.0%
64 CAPITAL PROJECTS	599,522	0	599,522	39,987.89	434,843.19	124,690.50	79.2%
TOTAL 2012 BOND ISSUE - ROAD IMP	603,757	0	603,757	39,987.89	439,078.65	124,690.50	79.3%
358 DRAINAGE/EQUIP 2014 BOND \$6M							
62 OTHER SERVICES	3,501	1,380	4,881	.00	3,500.31	1,380.73	71.7%
64 CAPITAL PROJECTS	624,168	0	624,168	.00	72,683.16	551,485.04	11.6%
TOTAL DRAINAGE/EQUIP 2014 BOND \$6M	627,669	1,380	629,049	.00	76,183.47	552,865.77	12.1%
359 CITYWIDE 2014 BOND \$10M							
64 CAPITAL PROJECTS	71,609	21,898	93,507	.00	25,219.00	68,288.08	27.0%
TOTAL CITYWIDE 2014 BOND \$10M	71,609	21,898	93,507	.00	25,219.00	68,288.08	27.0%
440 CAPITAL PROJECT-LEISURE/HARBOR							
64 CAPITAL PROJECTS	3,345	0	3,345	-458.37	2,281.20	1,521.89	54.5%
TOTAL CAPITAL PROJECT-LEISURE/HARBOR	3,345	0	3,345	-458.37	2,281.20	1,521.89	54.5%

11/12/2019 11:16
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CITY OF GULFPORT
YEARLY BUDGET TO ACTUAL REPORT
THROUGH OCTOBER 31, 2019

P 9
glytdbud

FOR 2020 01

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
441 LS CAPITAL PRJ - GRANT FUNDED							
64 CAPITAL PROJECTS	13,377	0	13,377	-6,387.56	9,124.80	10,639.81	20.5%
TOTAL LS CAPITAL PRJ - GRANT FUNDED	13,377	0	13,377	-6,387.56	9,124.80	10,639.81	20.5%
TOTAL CAPITAL PROJECTS	10,295,985	36,089	10,332,074	5,322,241.30	4,189,021.51	820,811.52	92.1%
TOTAL REVENUES	-21,226,737	3,813,641	-17,413,096	.00	.00	-17,413,096.24	
TOTAL EXPENSES	31,522,722	-3,777,552	27,745,171	5,322,241.30	4,189,021.51	18,233,907.76	
200 COMMUNITY DEVELOPMENT							
200 COMMUNITY DEVEL. BLOCK GRANT							
45 GRANTS FEDERAL	-15,242,532	0	-15,242,532	-1,743,619.11	.00	-13,498,913.04	11.4%
51 INTEREST EARNED	-400	0	-400	-92.32	.00	-307.68	23.1%
TOTAL COMMUNITY DEVEL. BLOCK GRANT	-15,242,932	0	-15,242,932	-1,743,711.43	.00	-13,499,220.72	11.4%
511 COMMUNITY DEVELOPMENT							
60 PERSONAL SERVICES	285,229	0	285,229	8,016.58	.00	277,212.56	2.8%
61 SUPPLIES	4,179	0	4,179	.00	.00	4,178.62	.0%
62 OTHER SERVICES	289,370	0	289,370	18,640.69	.00	270,729.75	6.4%
63 CAPITAL OUTLAY	3,000	0	3,000	.00	.00	3,000.00	.0%
64 CAPITAL PROJECTS	229,386	0	229,386	.00	.00	229,386.14	.0%
TOTAL COMMUNITY DEVELOPMENT	811,164	0	811,164	26,657.27	.00	784,507.07	3.3%
515 HOME CONSORTIUM-GULFPORT							
60 PERSONAL SERVICES	-21,046	0	-21,046	11,752.81	.00	-32,798.73	-55.8%
61 SUPPLIES	5,355	0	5,355	.00	84.76	5,270.36	1.6%
62 OTHER SERVICES	11,769	0	11,769	273.64	.00	11,495.04	2.3%
85 HOME CONSORTIUM	839,115	0	839,115	.00	.00	839,114.52	.0%
TOTAL HOME CONSORTIUM-GULFPORT	835,192	0	835,192	12,026.45	84.76	823,081.19	1.5%

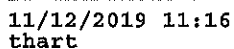
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CITY OF GULFPORT
YEARLY BUDGET TO ACTUAL REPORT
THROUGH OCTOBER 31, 2019

P 10
glytdbud

FOR 2020 01

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
535 HOME CONSORTIUM-HARRISON CO							
85 HOME CONSORTIUM	1,636,055	0	1,636,055	.00	.00	1,636,055.10	.0%
TOTAL HOME CONSORTIUM-HARRISON CO	1,636,055	0	1,636,055	.00	.00	1,636,055.10	.0%
542 MDA GRANT - CDBG SUPPLEMENT							
62 OTHER SERVICES	668,308	0	668,308	.00	.00	668,307.75	.0%
64 CAPITAL PROJECTS	6,323,882	0	6,323,882	42,965.80	1,146,988.75	5,133,927.55	18.8%
TOTAL MDA GRANT - CDBG SUPPLEMENT	6,992,190	0	6,992,190	42,965.80	1,146,988.75	5,802,235.30	17.0%
TOTAL COMMUNITY DEVELOPMENT	-4,968,330	0	-4,968,330	-1,662,061.91	1,147,073.51	-4,453,342.06	10.4%
TOTAL REVENUES	-15,242,932	0	-15,242,932	-1,743,711.43	.00	-13,499,220.72	
TOTAL EXPENSES	10,274,602	0	10,274,602	81,649.52	1,147,073.51	9,045,878.66	
210 POLICE AND FIRE RETIREMENT							
210 POLICE AND FIRE RETIREMENT							
40 PROPERTY TAXES	-1,007,079	0	-1,007,079	-8,697.18	.00	-998,381.82	.9%
49 INTERGOVERNMENTAL	-34,000	0	-34,000	.00	.00	-34,000.00	.0%
TOTAL POLICE AND FIRE RETIREMENT	-1,041,079	0	-1,041,079	-8,697.18	.00	-1,032,381.82	.8%
211 POLICE AND FIRE RETIREMENT							
62 OTHER SERVICES	1,041,077	0	1,041,077	8,697.18	.00	1,032,379.82	.8%
TOTAL POLICE AND FIRE RETIREMENT	1,041,077	0	1,041,077	8,697.18	.00	1,032,379.82	.8%
TOTAL POLICE AND FIRE RETIREMENT	-2	0	-2	.00	.00	-2.00	.0%
TOTAL REVENUES	-1,041,079	0	-1,041,079	-8,697.18	.00	-1,032,381.82	
TOTAL EXPENSES	1,041,077	0	1,041,077	8,697.18	.00	1,032,379.82	
275 POLICE FORFEITURE & SEIZURE							



P 11
glytcbud

FOR 2020 01

275	POLICE FORFEITURE & SEIZURE	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
275 POLICE FORFEITURE & SEIZURE								
49 INTERGOVERNMENTAL		0	-389	-389	-280.59	.00	-108.12	72.2%
51 INTEREST EARNED		0	0	0	-504.03	.00	504.03	100.0%
TOTAL POLICE FORFEITURE & SEIZURE		0	-389	-389	-784.62	.00	395.91	201.9%
276 FORFEITURES AND SEIZURES FED								
61 SUPPLIES		28,267	0	28,267	164.72	205.33	27,897.17	1.3%
62 OTHER SERVICES		18,456	0	18,456	.00	.00	18,456.00	.0%
63 CAPITAL OUTLAY		85,226	0	85,226	.00	85,226.45	.00	100.0%
TOTAL FORFEITURES AND SEIZURES FED		131,950	0	131,950	164.72	85,431.78	46,353.17	64.9%
277 FORFEITURES AND SEIZURES COUNT								
61 SUPPLIES		23,470	0	23,470	.00	642.00	22,828.45	2.7%
63 CAPITAL OUTLAY		52,230	389	52,619	.00	40,098.55	12,520.12	76.2%
TOTAL FORFEITURES AND SEIZURES COUNT		75,700	389	76,089	.00	40,740.55	35,348.57	53.5%
TOTAL POLICE FORFEITURE & SEIZURE		207,650	0	207,650	-619.90	126,172.33	82,097.65	60.5%
TOTAL REVENUES		0	-389	-389	-784.62	.00	395.91	
TOTAL EXPENSES		207,650	389	208,039	164.72	126,172.33	81,701.74	
285 COASTAL NARCOTICS TASK FORCE								
285 COASTAL NARCOTICS TASK FORCE								
49 INTERGOVERNMENTAL		0	-2,450	-2,450	.00	.00	-2,450.41	.0%
51 INTEREST EARNED		0	0	0	-207.61	.00	207.61	100.0%
TOTAL COASTAL NARCOTICS TASK FORCE		0	-2,450	-2,450	-207.61	.00	-2,242.80	8.5%
286 POLICE NARCOTICS TASK FORCE								

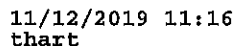
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CITY OF GULFPORT
YEARLY BUDGET TO ACTUAL REPORT
THROUGH OCTOBER 31, 2019

P 12
glytdbud

FOR 2020 01

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
61 SUPPLIES	74,067	0	74,067	1,616.75	.00	72,449.75	2.2%
63 CAPITAL OUTLAY	2,940	2,450	5,390	.00	.00	5,390.05	.0%
TOTAL POLICE NARCOTICS TASK FORCE	77,006	2,450	79,457	1,616.75	.00	77,839.80	2.0%
TOTAL COASTAL NARCOTICS TASK FORCE	77,006	0	77,006	1,409.14	.00	75,597.00	1.8%
TOTAL REVENUES	0	-2,450	-2,450	-207.61	.00	-2,242.80	
TOTAL EXPENSES	77,006	2,450	79,457	1,616.75	.00	77,839.80	
300 MUNICIPAL DEBT SERVICE							
300 MUNICIPAL DEBT SERVICE							
40 PROPERTY TAXES	-5,100,882	0	-5,100,882	-38,819.12	.00	-5,062,062.88	.8%
49 INTERGOVERNMENTAL	-140,345	0	-140,345	.00	.00	-140,345.00	.0%
51 INTEREST EARNED	-426,020	0	-426,020	.00	.00	-426,020.00	.0%
57 OPERATING TRANSFERS	-1,636,417	0	-1,636,417	.00	.00	-1,636,417.00	.0%
TOTAL MUNICIPAL DEBT SERVICE	-7,303,664	0	-7,303,664	-38,819.12	.00	-7,264,844.88	.5%
701 DEBT SERVICE							
65 DEBT SERVICE	6,911,381	-55,899	6,855,482	2,304,600.76	.00	4,550,881.24	33.6%
TOTAL DEBT SERVICE	6,911,381	-55,899	6,855,482	2,304,600.76	.00	4,550,881.24	33.6%
TOTAL MUNICIPAL DEBT SERVICE	-392,283	-55,899	-448,182	2,265,781.64	.00	-2,713,963.64	-505.5%
TOTAL REVENUES	-7,303,664	0	-7,303,664	-38,819.12	.00	-7,264,844.88	
TOTAL EXPENSES	6,911,381	-55,899	6,855,482	2,304,600.76	.00	4,550,881.24	
400 WATER/SEWER UTILITY FUND							
400 WATER/SEWER UTILITY FUND							
48 FINES AND FORFEITS	-82	0	-82	.00	.00	-82.00	.0%
50 CHARGES FOR SERVICE	-33,275,380	40	-33,275,340	-2,338,205.94	.00	-30,937,134.06	7.0%



P 13
glytdbud

FOR 2020 01

400	WATER/SEWER UTILITY FUND	ORIGINAL APPROP	TRANFRS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
51	INTEREST EARNED	-75,760	0	-75,760	-10,751.39	.00	-65,008.61	14.2%
56	MISC REVENUE	-1,797,173	86	-1,797,087	-127,644.32	.00	-1,669,442.68	7.1%
	TOTAL WATER/SEWER UTILITY FUND	-35,148,395	126	-35,148,269	-2,476,601.65	.00	-32,671,667.35	7.0%
811 UTILITY BILLING								
60	PERSONAL SERVICES	977,686	0	977,686	80,986.91	.00	896,699.09	8.3%
61	SUPPLIES	65,500	0	65,500	2,681.96	437.67	62,380.37	4.8%
62	OTHER SERVICES	1,996,088	-27,307	1,968,781	15,295.89	16,296.85	1,937,188.10	1.6%
	TOTAL UTILITY BILLING	3,039,274	-27,307	3,011,967	98,964.76	16,734.52	2,896,267.56	3.8%
815 WATER OPERATIONS								
61	SUPPLIES	1,949,650	0	1,949,650	79,263.67	85,132.34	1,785,253.99	8.4%
62	OTHER SERVICES	2,916,403	0	2,916,403	783,727.45	666,545.86	1,466,129.69	49.7%
63	CAPITAL OUTLAY	594,678	-276,513	318,165	.00	.00	318,165.00	.0%
	TOTAL WATER OPERATIONS	5,460,731	-276,513	5,184,218	862,991.12	751,678.20	3,569,548.68	31.1%
825 SEWER OPERATIONS								
60	PERSONAL SERVICES	0	136,417	136,417	4,397.89	.00	132,019.11	3.2%
61	SUPPLIES	962,620	3,750	966,370	69,586.47	69,850.32	826,933.21	14.4%
62	OTHER SERVICES	3,379,708	17,025	3,396,733	414,553.34	2,553,400.20	428,779.46	87.4%
63	CAPITAL OUTLAY	199,022	149,444	348,466	11,833.34	.00	336,632.16	3.4%
65	DEBT SERVICE	0	9,700	9,700	1,760.72	379,359.00	-371,420.22	3929.3%
	TOTAL SEWER OPERATIONS	4,541,350	316,335	4,857,685	502,131.76	3,002,609.52	1,352,943.72	72.1%
835 DEBT SERVICE WATER AND SEWER								
65	DEBT SERVICE	0	7,233,489	7,233,489	412,655.57	.00	6,820,833.43	5.7%
	TOTAL DEBT SERVICE WATER AND SEWER	0	7,233,489	7,233,489	412,655.57	.00	6,820,833.43	5.7%
845 HCWWSWMD								

11/12/2019 11:16
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CITY OF GULFPORT
YEARLY BUDGET TO ACTUAL REPORT
THROUGH OCTOBER 31, 2019

P 14
glytdbud

FOR 2020 01

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62 OTHER SERVICES	11,838,163	0	11,838,163	982,192.49	6,875,026.93	3,980,943.58	66.4%
TOTAL HCWWSWMD	11,838,163	0	11,838,163	982,192.49	6,875,026.93	3,980,943.58	66.4%
849 WATER AND SEWER PROJECTS							
62 OTHER SERVICES	25,029	-9,345	15,684	.00	3,214.40	12,469.27	20.5%
63 CAPITAL OUTLAY	473,762	1,100,000	1,573,762	451,557.00	957,343.50	164,861.50	89.5%
64 CAPITAL PROJECTS	2,988,400	-176,855	2,811,545	170,975.59	1,344,762.18	1,295,806.96	53.9%
65 DEBT SERVICE	49,980	0	49,980	4,165.01	.00	45,815.01	8.3%
TOTAL WATER AND SEWER PROJECTS	3,537,171	913,800	4,450,970	626,697.60	2,305,320.08	1,518,952.74	65.9%
856 WATER/SEWER 2014 BOND \$14 M							
62 OTHER SERVICES	139,489	0	139,489	.00	139,489.13	.00	100.0%
63 CAPITAL OUTLAY	16,921	-17,204	-283	.00	.00	-282.69	.0%
64 CAPITAL PROJECTS	805,695	25,708	831,403	346,961.42	609,782.93	-125,341.07	115.1%
TOTAL WATER/SEWER 2014 BOND \$14 M	962,106	8,504	970,610	346,961.42	749,272.06	-125,623.76	112.9%
TOTAL WATER/SEWER UTILITY FUND	-5,769,601	8,168,434	2,398,833	1,355,993.07	13,700,641.31	-12,657,801.40	627.7%
TOTAL REVENUES	-35,148,395	126	-35,148,269	-2,476,601.65	.00	-32,671,667.35	
TOTAL EXPENSES	29,378,794	8,168,308	37,547,102	3,832,594.72	13,700,641.31	20,013,865.95	
420 JOSEPH T JONES							
420 JOSEPH T JONES							
45 GRANTS FEDERAL	-42,945	0	-42,945	.00	.00	-42,945.32	.0%
50 CHARGES FOR SERVICE	-843,000	0	-843,000	-72,644.46	.00	-770,355.54	8.6%
51 INTEREST EARNED	0	0	0	-136.59	.00	136.59	100.0%
56 MISC REVENUE	-726,024	0	-726,024	.00	.00	-726,023.86	.0%
TOTAL JOSEPH T JONES	-1,611,969	0	-1,611,969	-72,781.05	.00	-1,539,188.13	4.5%
445 JOSEPH T JONES							

11/12/2019 11:16
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CITY OF GULFPORT
YEARLY BUDGET TO ACTUAL REPORT
THROUGH OCTOBER 31, 2019

P 15
glytdbud

FOR 2020 01

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PERSONAL SERVICES	315,041	0	315,041	43,927.90	.00	271,112.77	13.9%
61 SUPPLIES	460,000	0	460,000	54,955.59	42,360.27	362,684.14	21.2%
62 OTHER SERVICES	1,667,178	0	1,667,178	193,740.70	375,438.84	1,097,998.89	34.1%
TOTAL JOSEPH T JONES	2,442,219	0	2,442,219	292,624.19	417,799.11	1,731,795.80	29.1%
TOTAL JOSEPH T JONES	830,250	0	830,250	219,843.14	417,799.11	192,607.67	76.8%
TOTAL REVENUES	-1,611,969	0	-1,611,969	-72,781.05	.00	-1,539,188.13	
TOTAL EXPENSES	2,442,219	0	2,442,219	292,624.19	417,799.11	1,731,795.80	
500 GROUP HEALTH AND LIFE							
500 GROUP HEALTH AND LIFE							
50 CHARGES FOR SERVICE	-5,645,765	0	-5,645,765	-12,097.09	.00	-5,633,667.91	.2%
51 INTEREST EARNED	-1,272	0	-1,272	-852.94	.00	-419.06	67.1%
56 MISC REVENUE	-223,728	0	-223,728	-13,023.60	.00	-210,704.40	5.8%
TOTAL GROUP HEALTH AND LIFE	-5,870,765	0	-5,870,765	-25,973.63	.00	-5,844,791.37	.4%
911 GROUP HEALTH AND LIFE							
62 OTHER SERVICES	5,939,455	0	5,939,455	558,498.34	.00	5,380,956.66	9.4%
TOTAL GROUP HEALTH AND LIFE	5,939,455	0	5,939,455	558,498.34	.00	5,380,956.66	9.4%
TOTAL GROUP HEALTH AND LIFE	68,690	0	68,690	532,524.71	.00	-463,834.71	775.3%
TOTAL REVENUES	-5,870,765	0	-5,870,765	-25,973.63	.00	-5,844,791.37	
TOTAL EXPENSES	5,939,455	0	5,939,455	558,498.34	.00	5,380,956.66	
510 CLAIMS CONTINGENCY							
510 CLAIMS CONTINGENCY							
50 CHARGES FOR SERVICE	-2,212,727	0	-2,212,727	.00	.00	-2,212,727.00	.0%
51 INTEREST EARNED	-254,299	0	-254,299	-6,439.92	.00	-247,859.08	2.5%

11/12/2019 11:16
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CITY OF GULFPORT
YEARLY BUDGET TO ACTUAL REPORT
THROUGH OCTOBER 31, 2019

P 16
glytdbud

FOR 2020 01

510	CLAIMS CONTINGENCY	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
56	MISC REVENUE	-2,974	0	-2,974	.00	.00	-2,974.00	.0%
	TOTAL CLAIMS CONTINGENCY	-2,470,000	0	-2,470,000	-6,439.92	.00	-2,463,560.08	.3%
915	CLAIMS CONTINGENCY							
62	OTHER SERVICES	2,685,000	0	2,685,000	72,301.58	7,227.83	2,605,470.59	3.0%
	TOTAL CLAIMS CONTINGENCY	2,685,000	0	2,685,000	72,301.58	7,227.83	2,605,470.59	3.0%
	TOTAL CLAIMS CONTINGENCY	215,000	0	215,000	65,861.66	7,227.83	141,910.51	34.0%
	TOTAL REVENUES	-2,470,000	0	-2,470,000	-6,439.92	.00	-2,463,560.08	
	TOTAL EXPENSES	2,685,000	0	2,685,000	72,301.58	7,227.83	2,605,470.59	
630	POLICE ASSET FORFEITURE FUND							
630	POLICE ASSET FORFEITURE FUND							
51	INTEREST EARNED	0	0	0	-445.74	.00	445.74	100.0%
	TOTAL POLICE ASSET FORFEITURE FUND	0	0	0	-445.74	.00	445.74	100.0%
	TOTAL POLICE ASSET FORFEITURE FUND	0	0	0	-445.74	.00	445.74	100.0%
	TOTAL REVENUES	0	0	0	-445.74	.00	445.74	
	GRAND TOTAL	1,601,791	8,297,118	9,898,908	9,516,397.68	24,136,261.19	-23,753,750.43	340.0%

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11/12/2019 11:22
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 CITY OF GULFPORT
 PROJECT REPORT

THROUGH OCTOBER 31, 2019

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 glytdbud

FOR 2020 01

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
010 GENERAL FUND							
00100 BAYOU VISTA GOLF CLUBHOUSE AN	0	37,520	37,520	.00	.00	37,520.00	.0%
00116 Stanton Circle	30,000	0	30,000	.00	.00	30,000.00	.0%
00203 MOHS-FIRE \$41K FY 18 M17HS202	3,932	0	3,932	3,881.25	.00	50.43	98.7%
00206 MOHS Grant 18HS202T	9,456	0	9,456	.00	3,814.71	5,640.99	40.3%
00207 MHOS GRANT 18HS202T	99,643	0	99,643	782.65	37,499.00	61,360.90	38.4%
01007 SPORTSPLEX FF & E	1,399	0	1,399	.00	.00	1,399.44	.0%
01040 2019 Water Res, Transport, Ec	0	24,370	24,370	15,000.00	9,370.00	.00	100.0%
02503 THREE RIVRS RD/CRBOSOTE RD WD	0	0	0	.00	.00	.00	.0%
02507 WAYFINDING PROJECT	8,149	0	8,149	.00	.00	8,148.68	.0%
02509 SIDEWALK STUDY CRBOSOTE RD SO	30,000	0	30,000	.00	29,948.08	51.92	99.8%
02823 Seaway Road Pedestrian Pathwa	22,120	0	22,120	.00	22,120.31	.00	100.0%
02913 ADA COMPLIANCE PROJECTS	2,586	0	2,586	.00	2,579.91	5.74	99.8%
02921 FLAT BRANCH/QUBBIE CREEK PROJ	10,000	0	10,000	.00	.00	10,000.00	.0%
05849 BRICKYARD BAYOU DRAINAGE	0	5,000	5,000	.00	.00	5,000.00	.0%
31104 WASHINGTON AVE PAVING 17	0	0	0	420.44	.00	-420.44	100.0%
31105 53RD AVE PAVING 17	66,810	0	66,810	.00	.00	66,810.00	.0%
31113 Flat Branch Panel Replace @ D	97,249	0	97,249	60,747.05	.00	36,501.53	62.5%
31114 Driftwood Nursing Home	2,760	0	2,760	.00	.00	2,759.83	.0%
41130 GASTON POINT	0	0	0	6,002.12	.00	-6,002.12	100.0%
41131 19TH ST COMMUNITY CENTER	0	0	0	966.59	.00	-966.59	100.0%
41133 HERBERT WILSON	0	0	0	3,700.45	.00	-3,700.45	100.0%
41134 GASTON HEWES	0	0	0	1,802.29	.00	-1,802.29	100.0%
41135 GRASSLAWN	0	0	0	765.82	.00	-765.82	100.0%
41136 SPORTSPLEX	0	0	0	36,688.88	.00	-36,688.88	100.0%
41137 BAYOU VIEW BALLFIELDS	0	0	0	699.50	.00	-699.50	100.0%
41138 GOLDIN SPORTSPLEX	0	0	0	5,337.98	.00	-5,337.98	100.0%
41139 LYMAN COMMUNITY CENTER	0	0	0	4,335.70	.00	-4,335.70	100.0%
41140 ORANGE GROVE COMMUNITY CENTER	0	0	0	6,357.43	.00	-6,357.43	100.0%
41142 HANDSBORO COMMUNITY CENTER	0	0	0	5,636.29	.00	-5,636.29	100.0%
41143 WESTSIDE COMMUNITY CENTER	0	0	0	5,027.56	.00	-5,027.56	100.0%
41144 FITNESS CENTER	0	0	0	9,950.40	.00	-9,950.40	100.0%
41145 KATIE BOOTH	0	0	0	1,953.56	.00	-1,953.56	100.0%
41300 VIEW THE CRUISE	0	0	0	3,893.86	.00	-3,893.86	100.0%
41301 BOO BASH	0	41,000	41,000	6,225.50	8,782.10	25,992.40	36.6%
41302 SUGARPLUM SATURDAY CHRISTMAS	0	18,000	18,000	2,195.56	1,725.00	14,079.44	21.8%
41303 DADDY DAUGHTER DANCE	0	16,000	16,000	.00	3,694.86	12,305.14	23.1%
41304 SENIOR MARDI GRAS MAMBO	0	8,500	8,500	.00	575.10	7,924.90	6.8%
41306 EASTER EGG HUNT - SPORTSPLEX	0	23,000	23,000	.00	.00	23,000.00	.0%
41307 BACK TO SCHOOL HTH & WELLNESS	0	5,000	5,000	.00	.00	5,000.00	.0%
81106 LEASE PURCHASE-STREET SWEEPER	-1,266	6,674	5,408	1,206.04	.00	4,202.03	22.3%

11/12/2019 11:22
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CITY OF GULFPORT
PROJECT REPORT

THROUGH OCTOBER 31, 2019

P 2
glytdbud

FOR 2020 01

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
95311 DUI ENFORCEMENT GRANT AWARD	54,831	0	54,831	.00	.00	54,830.78	.0%
95377 BULLET PROOF VEST PROGRAM	0	3,646	3,646	.00	.00	3,645.54	.0%
95417 WIRELESS COMMUNICATION - DATA	0	16,348	16,348	2,819.79	.00	13,528.11	17.2%
95431 HIDTA 2016	0	0	0	.00	.00	.25	.0%
95439 HIDTA 2017	10,500	0	10,500	.00	.00	10,500.00	.0%
95440 2017 BULLETPROOF VEST PROGRAM	4,562	0	4,562	4,447.78	.00	114.08	97.5%
95441 JAG 2017	10,308	0	10,308	.00	.00	10,308.28	.0%
95442 Police Traffic Services FY 20	8,939	0	8,939	4,762.38	.00	4,176.52	53.3%
95443 Alcohol DUI Enforcement FY 20	30,536	67,062	97,598	5,707.75	.00	91,889.89	5.8%
95444 JAG 2018 - 2019	2,584	0	2,584	1,008.00	1,575.96	.00	100.0%
95447 2018 BULLET PROOF VEST PROGRA	6,000	0	6,000	817.22	.00	5,182.78	13.6%
95448 HIDTA 19	38,075	0	38,075	.00	.00	38,075.00	.0%
95449 Police Traffic Services Grant	23,082	0	23,082	.00	.00	23,081.60	.0%
95450 JAG Program Grant 2019-DJ-BX-	0	71,994	71,994	.00	.00	71,994.00	.0%
95620 VAWA GRANT 2018-2019	18,430	0	18,430	.00	.00	18,429.76	.0%
95621 VOCA GRANT 2018 - 2019	16,692	0	16,692	.00	.00	16,691.69	.0%
95622 VAWA Grant FY19-20	51,295	0	51,295	3,000.00	.00	48,294.67	5.8%
95623 VOCA FY19-20	34,923	0	34,923	3,333.33	26,698.64	4,891.04	86.0%
TOTAL GENERAL FUND	693,592	344,113	1,037,705	209,473.17	148,383.67	679,848.49	34.5%

100 CAPITAL PROJECTS

00101 Splash Pad North of Dedeaux R	125,000	0	125,000	.00	.00	125,000.00	.0%
00106 Dedeaux Rd Widening Phase II	531,048	0	531,048	.00	336,367.06	194,680.61	63.3%
00108 34TH ST BOX CULVERT	303	0	303	.00	.00	302.75	.0%
00109 SHIP ISLAND FERRY TERMINAL	16,722	0	16,722	-6,845.93	11,406.00	12,161.70	27.3%
00111 19th St Paving (49th to 42nd)	80	-80	0	.00	.00	.00	.0%
01008 Downtown Gulfport Train Depot	0	250,000	250,000	.00	.00	250,000.00	.0%
02119 Quad Gates at Hwy 49 & CSX Ra	0	50,000	50,000	.00	.00	50,000.00	.0%
02386 JONES PARK \ HARBOR IMP '07	804,932	0	804,932	.00	.00	804,931.98	.0%
02393 28TH STREET WIDENING (TEA 21)2	278,339	-46,887	231,452	30,224.69	90,230.72	110,996.64	52.0%
02405 DEDEAUX ROAD WIDENING PHASE 2	93,512	0	93,512	.00	.00	93,512.47	.0%
02444 JONES PARK LIGHTING AND INFRA	0	0	0	.00	.00	.00	.0%
02506 AIRPORT RD WDNG/WASH AVE-4 RN	556,015	0	556,015	833.00	5,012.75	550,169.25	1.1%
02507 WAYFINDING PROJECT	484	-484	0	.00	.00	.00	.0%
02508 ORANGE GROVE ROOF	96,643	-50,000	46,643	5,998.68	.00	40,644.20	12.9%
02509 SIDEWALK STUDY CREOSOTE RD SO	119,792	0	119,792	.00	119,792.30	.00	100.0%
02748 HAR CO DIST 4 PAVING PROJ/LIS	16,740	0	16,740	.00	.00	16,740.00	.0%
02765 JONES PARK IMP-BARKSDALE DONA	2,158	0	2,158	.00	2,157.50	.11	100.0%
02770 JONES PARK IMP-LEO SEAL DONAT	0	0	0	.00	.00	.00	.0%
02796 COURTHOUSE RD IMP/WIDENING	333,740	273,246	606,986	182,798.03	420,194.48	3,993.42	99.3%

11/12/2019 11:22
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**CITY OF GULFPORT
 PROJECT REPORT**

THROUGH OCTOBER 31, 2019

 P 3
 glytcbud

FOR 2020 01

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
02804 LONDON RD WIDENING	3,506,564	-250,000	3,256,564	12.00	.00	3,256,552.00	.0%
02813 Tidelands - Kayak Launch	275,000	0	275,000	.00	32,500.00	242,500.00	11.8%
02817 TIDELANDS 15-COURTHOUSE RD BO	60,622	0	60,622	.00	.00	60,621.57	.0%
02818 SEASONAL LIGHT SHOW	26,783	0	26,783	.00	.00	26,782.75	.0%
02819 AQUARIUM	12,428,603	0	12,428,603	5,000,000.00	.00	7,428,603.07	40.2%
02820 TIDELANDS 16-IMPROV JONES YAC	31,023	0	31,023	25,741.44	4,479.60	801.72	97.4%
02822 20TH AVE MATCH	605,535	0	605,535	.00	582,773.90	22,761.38	96.2%
02823 Seaway Road Pedestrian Pathwa	1,197,039	0	1,197,039	13,902.76	1,183,097.10	38.85	100.0%
02824 Tidelands-FY17 Yacht Basin	327,689	0	327,689	4,099.14	60,995.05	262,594.31	19.9%
02826 Tidelands-FY17 Bulkhead Repai	22,500	0	22,500	.00	.00	22,500.00	.0%
02829 GOMESA	7,996,847	-4,000,000	3,996,847	.00	140,835.92	3,856,010.83	3.5%
02918 MILL RD DRAINAGE PROJECT	40,000	0	40,000	.00	.00	40,000.00	.0%
02919 53RD AVE BOX CULVERT PROJECT	35,000	0	35,000	.00	.00	35,000.00	.0%
02921 FLAT BRANCH/QUBBIE CREEK PROJ	453,646	0	453,646	.00	5,313.95	448,331.65	1.2%
02930 SOCCER FIELDS	-1,056	1,056	0	.00	.00	.02	.0%
02935 BAYOU VIEW ADA IMPROVEMENTS	27,300	20,000	47,300	.00	.00	47,299.74	.0%
02940 SOFTBALL FIELD EXPANSION SPOR	7,861	-3	7,858	14,979.44	2,157.92	-9,279.85	218.1%
05849 BRICKYARD BAYOU DRAINAGE	3,501	0	3,501	.00	3,500.31	.73	100.0%
05850 COFFEE CREEK DRAINAGE/RECREAT	0	1,380	1,380	.00	1,380.00	.00	100.0%
05851 MDA HWY 49 AND 18TH ST DRAIN	5,000	0	5,000	.00	3,393.56	1,606.44	67.9%
29008 LEASE PURCHASE OF 5 FIRE TRUC	1,305,573	0	1,305,573	27,185.84	1,148,913.39	129,474.06	90.1%
29027 BRICKYARD BAYOU PARK BIKE TRA	1,193	0	1,193	243.15	950.00	.00	100.0%
31109 FAIRFIELD III CORRECTIONS	65,000	0	65,000	.00	.00	65,000.00	.0%
31113 Flat Branch Panel Replace @ D	15,426	0	15,426	9,751.20	.00	5,674.74	63.2%
41147 PLAYGROUND MODULES	4	-4	0	5,212.36	.00	-5,212.36	100.0%
81106 LEASE PURCHASE-STREET SWEEPER	0	49,225	49,225	8,105.50	.00	41,119.86	16.5%
82600 East Chipwd Drng Coll/Retrt V	33,570	0	33,570	.00	33,570.00	.00	100.0%
82620 Soria City Sidewalk Repair/Dr	30,000	-30,000	0	.00	.00	.00	.0%
82640 Ward 1 EmpwDist Sidwlk/Crb/Gt	45,000	-45,000	0	.00	.00	.00	.0%
82660 Baker St Flooding Repair	1,993	0	1,993	.00	.00	1,993.12	.0%
TOTAL CAPITAL PROJECTS	31,522,722	-3,777,552	27,745,171	5,322,241.30	4,189,021.51	18,233,907.76	34.3%
200 COMMUNITY DEVELOPMENT							
05020 ADMINISTRATION 2005	0	0	0	.67	.00	-.67	100.0%
05433 EMERGENCY HOUSING REPAIR 2014	6,017	0	6,017	.00	.00	6,017.48	.0%
05600 ADMIN 2016	110,653	0	110,653	8,016.58	.00	102,636.07	7.2%
05751 ADMIN-CDBG ENTITLEMENT 2017	83,047	0	83,047	105.89	.00	82,941.04	.1%
05752 CATHOLIC SOCIAL SERVICES 2017	5,695	0	5,695	.00	.00	5,695.44	.0%
05753 DE L'EPRE DEAF CENTER 2017	2,278	0	2,278	.00	.00	2,277.84	.0%
05757 GULF COAST CENTER FOR NONVIOL	15,000	0	15,000	.00	.00	15,000.00	.0%

11/12/2019 11:22
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**CITY OF GULFPORT
 PROJECT REPORT**

THROUGH OCTOBER 31, 2019

P 4
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FOR 2020 01

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMENTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
05803 MDA Streetscape Improvements	1,081,922	0	1,081,922	41,815.05	818,675.47	221,431.35	79.5%
05849 BRICKYARD BAYOU DRAINAGE	1,559,378	0	1,559,378	.00	276,525.57	1,282,852.14	17.7%
05850 COFFEE CREEK DRAINAGE/RECREAT	202,693	0	202,693	.00	.00	202,692.81	.0%
05851 MDA HWY 49 AND 18TH ST DRAINAGE	1,262,894	0	1,262,894	1,150.75	51,787.71	1,209,956.00	4.2%
05876 CDBG 2018	137,130	0	137,130	12.00	.00	137,118.00	.0%
05877 CATHOLIC SOCIAL SERVICES 2018	15,000	0	15,000	8,022.13	.00	6,977.87	53.5%
05878 de L'Epee Deaf Center 2018	15,000	0	15,000	10,500.00	.00	4,500.00	70.0%
05879 Gulf Coast Center for Non Vio	15,000	0	15,000	.00	.00	15,000.00	.0%
05880 Gulf Coast Community Ministri	15,000	0	15,000	.00	.00	15,000.00	.0%
05881 CDBG 2018	100,000	0	100,000	.00	.00	100,000.00	.0%
05883 CDBG 2018	108,369	0	108,369	.00	.00	108,369.00	.0%
05995 HOUSING REHABILITATION	50,000	0	50,000	.00	.00	50,000.00	.0%
70000 DPA Recaptured Funds	28,464	0	28,464	.00	.00	28,464.44	.0%
74410 CHDO-GCHI-2014	40,000	0	40,000	.00	.00	40,000.00	.0%
74412 CHDO - GCHI - 2017	35,320	0	35,320	.00	.00	35,320.08	.0%
74500 HOME ADMIN 10-14 AVAIL	-132,303	0	-132,303	11,737.81	.00	-144,040.42	-8.9%
75100 ADMIN HOME 2015	-268	0	-268	.00	.00	-267.81	.0%
76320 HARRISON CTY-HOME-DPA 2016	86,293	0	86,293	.00	.00	86,293.10	.0%
77100 HOME ADMINISTRATION 2017	28,672	0	28,672	.00	84.76	28,587.50	.3%
77320 HOME-DPA HARRISON CNTY 2017	79,612	0	79,612	.00	.00	79,612.00	.0%
78100 HOME ADMINISTRATION 2018	47,270	0	47,270	15.00	.00	47,255.04	.0%
78120 GULFPORT - HOME - DPA 2018	232,479	0	232,479	.00	.00	232,479.00	.0%
78320 HARRISON COUNTY HOME DPA 2018	125,181	0	125,181	.00	.00	125,181.00	.0%
78400 CHDO - GCHI - 2018	71,532	0	71,532	.00	.00	71,532.00	.0%
TOTAL COMMUNITY DEVELOPMENT	5,427,330	0	5,427,330	81,375.88	1,147,073.51	4,198,880.30	22.6%
400 WATER/SEWER UTILITY FUND							
00107 GRAHAM STREET CAVE-IN	1	-1	0	.00	.00	.00	.0%
00115 LAURELWOOD	131,982	0	131,982	.00	121,312.50	10,669.00	91.9%
00117 N Wastewater Trmt Plant Expan	30,000	0	30,000	.00	30,000.00	.00	100.0%
00120 Sweetwater Trail L/S Lining	2,400	-2,400	0	.00	.00	.00	.0%
00121 CANAL ROAD RUBBISH PROPERTY	3,023	-3,023	0	.00	.00	.00	.0%
01009 Bayou Oaks and Carl Leggett P	1,057	-866	191	.00	.00	190.90	.0%
02922 PW EQUIPMENT	16,921	-17,204	-283	.00	.00	-282.69	.0%
02940 SOFTBALL FIELD EXPANSION SPOR	-8,019	8,019	0	.00	.00	.00	.0%
20190 2019 W/S PROJECTS	100,689	0	100,689	.00	.00	100,688.50	.0%
31112 ROBINSON ROAD PAVING	3,345	-3,345	0	.00	.00	.00	.0%
31115 FELTON ROAD (3 RVRS TO N END)	0	0	0	.00	.00	.00	.0%
31116 5TH AVE (5TH ST TO 14335 MAIL	1	-1	0	.00	.00	.00	.0%
31117 5TH ST (OLD HWY 49 TO W DEAD	1	-1	0	.00	.00	.00	.0%

11/12/2019 11:22
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P 5
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	ORIGINAL APPROP	TRANFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
31118 CHRUCH ST (OLD HWY 49 TO 5TH	0	0	0	.00	.00	.00	.0%
31133 3RD ST (ROBERTS - GULF AVE)	1,492	0	1,492	.00	.00	1,492.31	.0%
31141 GOULD RD (LORRAINE RD-PINE ST	54,850	0	54,850	.00	54,850.00	.00	100.0%
31143 PHIFER LANE (OLD 49-W DEAD EN	1,505	-1,505	0	.00	.00	.00	.0%
31144 MARIE RD (3 RVRS TO N DEAD EN	19,250	0	19,250	.00	16,250.00	3,000.00	84.4%
31145 ANDY RD (O'NEAL RD-N DEAD END	55,920	0	55,920	.00	55,920.00	.00	100.0%
31146 HATTEN LN (S SWAN TO CTY/CNTY	22,815	0	22,815	.00	22,815.00	.00	100.0%
31147 S SWAN RD (HATTEN LN-COUNTRY	20,745	0	20,745	.00	20,745.00	.00	100.0%
31148 COUNTRY WOOD DR (S SWAN-S COU	14,820	0	14,820	.00	14,820.00	.00	100.0%
31149 COUNTRY WOOD PH2	10,554	0	10,554	.00	10,554.00	.00	100.0%
81103 PURCHASE OF 4 CREW TRUCKS	178	-178	0	.00	.00	.00	.0%
81105 VAC-CON TRUCK LEASE PURCHASE	0	81,564	81,564	13,594.06	379,359.00	-311,389.06	481.8%
81523 WATER METER REPLACEMENT	473,762	1,100,000	1,573,762	451,557.00	957,343.50	164,861.50	89.5%
82562 SEAWAY ISLAND WATER MAIN CONN	24,535	-13,574	10,961	.00	10,961.00	.00	100.0%
82565 BAYOU VIEW TANK REPLACEMENT	1,136,915	43,070	1,179,985	257,306.55	922,678.13	.77	100.0%
82571 PUMP STATION REHABILITATION	24,850	0	24,850	.00	.00	24,850.00	.0%
82572 BENEFIELD SEWER REPLACEMENT	77,521	-77,521	0	.00	.00	.00	.0%
82579 SAUCIER LN/BEAULAH CHURCH RD	39,676	0	39,676	25.00	.00	39,650.90	.1%
82580 HWY 49/OR GR/SSWAN/3 RVRS	9,237	0	9,237	.00	.00	9,237.23	.0%
82581 FORREST HEIGHTS SEWER SYSTEM	9,345	-9,345	0	.00	.00	.00	.0%
82582 LAURELWOOD, SULLIVAN, DUCKWRTH	30,792	0	30,792	.00	.00	30,791.80	.0%
82583 THREE RVRS FR ONEAL TO DCKWRT	335,848	0	335,848	.00	2,874.37	332,973.47	.9%
82584 THREE RIVERS RD/MAYS RD SEWER	798,235	-100,000	698,235	149,986.71	394,052.39	154,196.27	77.9%
82585 VEH MOUNTED CAMERA TRUCK I &	49,980	0	49,980	4,165.01	.00	45,815.01	8.3%
82587 THREE RIVERS & CLIFFORD SEWER	531,811	0	531,811	110,618.75	419,416.25	1,776.01	99.7%
TOTAL WATER/SEWER UTILITY FUND	4,026,036	1,003,690	5,029,726	987,253.08	3,433,951.14	608,521.92	87.9%
420 JOSEPH T JONES							
02818 SEASONAL LIGHT SHOW	362,799	862,690	1,225,489	169,062.75	371,528.84	684,897.51	44.1%
02825 Jones Park	0	0	0	.00	4,415.36	-4,415.36	100.0%
45510 EASTER EGG HUNT-JONES PARK	0	17,000	17,000	.00	.00	17,000.00	.0%
45511 CINEMA BY THE SHORE	0	11,000	11,000	.00	2,148.98	8,851.02	19.5%
45512 SOUNDS BY THE SEA	0	10,000	10,000	.00	.00	10,000.00	.0%
45513 SENIOR SUMMER BBQ	0	10,000	10,000	.00	.00	10,000.00	.0%
TOTAL JOSEPH T JONES	362,799	910,690	1,273,489	169,062.75	378,093.18	726,333.17	43.0%
GRAND TOTAL	42,032,480	-1,519,059	40,513,421	6,769,406.18	9,296,523.01	24,447,491.64	39.7%

** END OF REPORT - Generated by Travis Hart **

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: November 5, 2019

Re: Generator
Department of Public Works/Maintenance Garage
Sourcewell (NJPA) Contract # 120617

The Department of Public Works Maintenance Garage is requesting your approval to purchase one (1) Caterpillar Generator from NJPA – National Joint Powers Alliance; a cooperative purchasing program – contract #120617.

The total cost for (1) Generator is \$74,875.00. The Generator is for the Tandy Drive lift Station.

The Maintenance Garage Manager has researched pricing up to and including obtaining verbal quotes to ensure reasonable pricing.

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



Quote
30664886BC

October 31, 2019

Reference: City of Gulfport Mobile Sourcewell quote, Gulfport MS
Sourcewell # 120617

THANK YOU for the opportunity to quote the following items for this project.

BILL OF MATERIALS

Item 1 Caterpillar XQ230 200KW Generator

- C7.1 ,In-Line 6, 4 Stroke Tier 4 Diesel Engine
- Multiple Voltage Selector(480-208 3ph; 240 1ph)
- 200KW Prime Power
- EMCP4.2 Control Panel
- Weatherproof Sound Attenuated Enclosure 12 Gauge Steel Enclosure;72 dB @ 23'
- 100% Rated UL listed Circuit Breaker
- (1) NFPA 110 10 amp Battery Charger
- Single-phase NEMA locking input receptacle (30A @120V) to power block heater, anti-condensation heater
- Solar Powered battery charger
- 130°C Temp Rise Alternator with anti-condensation heater
- Phase separated rental bus bar connection, behind a shunt trip protective door
- 24hr runtime fuel tank
- Jacket Water Heater
- Rear Customer Access/Remote Start Stop
- Tandem axle trailer with electric brakes, jack and spare tire
- Fabricated steel base frame with specially-designed lifting points
- Liquid Cooled Radiator
- Coolant
- Oil
- Vibration Isolators
- (12vdc) Cat Batteries
- 4 Year Platinum Extended Warranty
- 2 Set of O&M Manuals
- Spare parts per spec

NET PRICE.....\$74,875.00

CLARIFICATIONS

- Unloading and Installation not included
- All options were intended to meet customers request through communications & requests
- Coordination study nor breaker trip adjustments are included in this quotation
- This proposal does not include any third party or NETA Testing

DESCRIPTION

- **Caterpillar XQ230 200KW Generator**

TERMS AND CONDITIONS

PAYMENT : Net 30 Days from Invoice Date, based on credit reference.
: Shipments in entirety, or partials thereof, due in net 30 days after date of shipment
: No retainage without written pre-accepted agreement
PRICES : Valid for 30 days from date of this proposal
TAXES : Sales Taxes If applicable are NOT Included
F.O.B. : Factory, Freight Allowed to Location

CANCELLATION: Shall be subject to applicable fees

DELIVERY : 2 Weeks for Submittals
: Shall begin after receipt of Purchase Order or Letter of Intent
: 22-24 Weeks Generator and Enclosure Package;
: Valid for 30 days and shall begin after receipt of approved submittals and drawings

WARRANTY : Warranty as Included In quote

THANK YOU for your request for a proposal from Puckett Power Systems. If you have any questions or future needs, please do not hesitate to contact me.

Sincerely,

Brent Cobb

EPG Sales

Direct: 769-777-7070

Mobile: 662-207-2266

Email: Brent.Cobb@puckettpower.com

Quoted prices **do not** include Federal State or Local taxes which may be applicable. Quoted prices include normal testing, packaging and instructional literature. Special testing, packaging, additional instructional literature, parts, provisioning lists or prints are not included. Pricing for these services will be quoted separately.

This proposal, and any subsequent Sales Agreement, is subject to, and incorporates by reference, Puckett Power Systems' standard terms and condition of sales, a copy of which may be obtained from Puckett Power Systems upon request.

Connie Debenport

From: Richard Thorsten
Sent: Monday, November 4, 2019 7:50 AM
To: Connie Debenport
Cc: Wayne Miller; Ryan Merrill; Veronica Weaver; Richard Thorsten
Subject: Generator Order
Attachments: gptscanner_20191104_074502.pdf

Good morning,

The council approved funds to purchase a 200 KW generator for the Tandy Drive lift station.

I have attached a quote from Puckett Power Systems under the Sourcewell Contract #120617.
(Sourcewell used to be NJPA)

Please use the funding in account #825-630350.

Thank you.

R/Richard

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Mary Collins, Procurement Specialist

Date: October 29, 2019

Re: Mini Lights
Leisure Services Department / Harbor Lights Winter Festival
Bids Received in Purchasing 10/28/19

I have reviewed the bids received on the above referenced item and recommend acceptance of the lowest and best bid as submitted by Creative Display, Inc., for a total bid amount of \$12,223.10.

I have issued Purchase Order #207361 accordingly and respectfully request you make this a part of the minutes.

Thank you for your consideration.

Mini Lights /Harbor Lights Winter Festival

10/28/2019

PO #207361

Leisure Services Department

Description	QTY	Creative Display, Inc.		Christmas Lights Etc.		1000 Bulbs.com	
		UNIT	EXT.	UNIT	EXT.	UNIT	EXT.
Mini Lights Led LEDM5WW50							
Pro grade M5 mini style LED light string with	1200	\$9.94	\$11,925.00	\$10.19	\$12,232.80	\$12.17	\$14,604.00
Shipping			\$298.10				\$340.26
TOTAL:-			\$12,223.10		\$12,232.80		\$14,944.26

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Devenport, CPPB

Date: November 8, 2019

Re: Transportation Services – Coast Transit Authority
2019 Gulfport Harbor Lights Winter Festival

As the Gulfport Harbor Lights Festival experiences continued growth, it is necessary to provide transportation to, from, and within the Jones Park/ Harbor areas.

The Department of Leisure Services requests your permission to enter a Purchase Order for a Service Estimate as provided by Coast Transit Authority – CTA in the amount of \$49,068.50. Please see attached estimate for your review and approval.

It is my recommendation that you approve this request.



Coast Transit Authority

11/1/2019

RE: CTA / Gulfport Harbor Lights Winter Festival – Service Estimate

(See attached... "CTA Hours/Cost for 2019 Harbor Lights Winter Festival")

The attached estimate reflects the cost of CTA providing service for the 2019 Harbor Lights Winter Festival. The base cost is \$73 per hour, per bus, **(636.5 hrs. x \$73 per hr. = \$49,068.50)** and will only go up if we provide more hours of service than stated. We will also deduct hours that the event is closed due to weather conditions, or if you decide to reduce hours on certain days as the event moves forward. *And, as mentioned prior to the event, an additional security cost of \$2,604 was included to oversee cars in the parking garage*

At the end of the event, CTA will review the total hours of operation and only charge the City of Gulfport for actual hours of service.

CTA Hours/Cost for 2019 Harbor Lights Winter Festival
Sun-Wed Hrs

Clock In / Out Times				Sun	Mon	Tue	Wed	Thu	Fri	Sat
Shuttle	5:00 PM	8:30 PM	3.5	3.5	3.5	3.5	3.5			
Shuttle	5:00 PM	11:00 PM	6.0	6.0	6.0	6.0	6.0			
Trolley	5:30 PM	8:30 PM	3.0	3.0	3.0	3.0	3.0			
Trolley	5:30 PM	10:30 PM	5.0	5.0	5.0	5.0	5.0			

Hrs per Day 17.5 17.5 17.5 17.5
 # of Days 4 4 4 3

Total: 70 70 70 52.5 262.5 Sun-Wed Hrs

Thurs-Sat Hrs (Includes Sun 12/23)

Clock In / Out Times				Ex-Crowd Sun	Ex-Crowd Mon	Ex-Crowd Tue	Ex-Crowd Wed	Thu	Fri	Sat
				22-Dec	23-Dec	24-Dec	25-Dec			
Shuttle	5:00 PM	11:00 PM	6.0	6.0	6.0	Light Show	6.0	6.0	6.0	6.0
Shuttle	5:00 PM	11:00 PM	6.0	6.0	6.0	Closed	6.0	6.0	6.0	6.0
Trolley	5:30 PM	10:30 PM	5.0	5.0	5.0	Christmas	5.0	5.0	5.0	5.0
Trolley	5:30 PM	10:30 PM	5.0	5.0	5.0	Eve	5.0	5.0	5.0	5.0

Hrs per Day 22.0 22.0 22.0 22.0 22.0 22.0
 # of Days 1 1 1 4 5 5

Total: 22 22 22 88 110 374 Thurs-Sat Hrs (Plus, Expected Crowd Days)

Sweatman Security (Additional)

	Hrs	Days	Total Hrs
Security	5:00 PM 11:00 PM	6.0	31 186

x \$14.00 = \$2,604

636.5	Total Festival Hrs
x \$73 =	\$46,464.50
Security	\$2,604
Total Cost:	\$49,068.50

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FACILITY USE AGREEMENT (TOURNAMENT)

GULFPORT SPORTSPLEX – GOLDIN PARK

THIS AGREEMENT is dated as of the 1 day of February, 2019, by and between the CITY of Gulfport, Mississippi (hereinafter called City) and Cross Fire Softball (hereinafter called Promoter) for the use of the facilities located in and/or near the City of Gulfport's Sportsplex or Goldin Park as more fully identified in Promoter's Facility Use Application which is attached hereto as Exhibit "A" 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 wet 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 Requested Facilities. The Promoter assumes full possession and control of the Requested Facilities to be exercised according to this 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 Requested Facilities, 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/of the Promoter on or about the Requested Facilities during the term of this Agreement, 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 Agreement, 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

Deirdra Hare 

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 Requested Facilities, or otherwise to be sponsored as a part of the Tournament staged on the Requested Facilities. 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 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: CrossFire Softball (Name of Promoter)
15116 Perdrea Lane (Address)
Gulfport MS 39503 (City, State and Zip)

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

11. SEVERABILITY; NON-ENDORSEMENT. If any word, clause, sentence, paragraph, condition, provision, or term of this Contract is or hereafter becomes legally unenforceable, the same shall be severed from this Contract, and all remaining provisions of this Contract shall be unaffected, and shall be interpreted in accordance with the express written intention of this Contract. It is further understood by the parties that City exercises no view or position concerning and does not sponsor, endorse, or adopt the beliefs, opinions, or philosophies of Promoter and the execution, enforcement, and administration of, or any performance in accordance with this Contract, and/or any use or occupancy of the Requested Facilities 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 Agreement, 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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INITIAL HERE 

IN WITNESS WHEREOF as duly authorized:

City:

CITY OF GULFPORT, MISSISSIPPI

By:


Gus Wesson or Rusty Ramage for Billy Hewes, Mayor

Attest:

Linda Elias

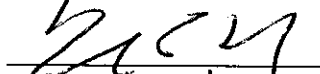
Linda Elias, Clerk

Dated: Feb 2, 2019

Promoter:

Cross Fire Softball (Name of Promoter)

→ By:


CHAS HANCOCK (Printed name and title of person signing)

Dated: February 1, 2019

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W-14-3

FACILITY USE APPLICATION
GULFPORT SPORTSPLEX – GOLDIN PARK

\$500.00 deposit MUST be submitted at least ninety (90) days prior to Tournament start.

Only ONE tournament per application – application must be fully completed.

Date Application Submitted: 2/1/19

Promoter (**CORPORATE NAME**): Cross Fire Softball

Name of Tournament: Cross Fire Spring Fling

Sanctioning Body: USSSA

Primary Contact Person: CHAD HANCOCK

Physical address: 15110 Pandora Lane Gulfport 39503

Mailing address, if different: _____

E-mail address: HANCOCK5@bellsouth.net

Phone: (Hm) _____ (Wk) _____ (Cell) 228 860-6559 (Fax) _____

Alternate Contact Person: TAMMY HANCOCK

Physical address: SAME

Mailing address, if different: SAME

E-mail address: SAME

Phone: (Hm) NA (Wk) NA (Cell) (228) 860-6559 (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: 5/4/19

The undersigned understands that the fields and dates requested herein are not reserved for the above named tournament until such time as a Facility Use Agreement has been executed by the Promoter or its representative and the City of Gulfport. At all time, the Promoter agrees to abide by the terms of the Use Agreement. This Application is submitted by the undersigned for or on behalf of the aforementioned promoter.

CHAD HANCOCK
Signature

2/1/19
Date

CHAD HANCOCK
Printed Name

EXHIBIT "B"
RULES AND REGULATIONS

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

EXHIBIT HERE 

FACILITY USE AGREEMENT (TOURNAMENT)

GULFPORT SPORTSPLEX – GOLDIN PARK

THIS AGREEMENT is dated as of the 24 day of Oct, 2019, by and between the CITY of Gulfport, Mississippi (hereinafter called City) and Carlos Bell ^{DBA} Sideline Sports (hereinafter called Promoter) for the use of the facilities located in and/or near the City of Gulfport's Sportsplex or Goldin Park as more fully identified in Promoter's Facility Use Application which is attached hereto as Exhibit "A" an incorporated herein by reference (hereinafter, "Requested Facilities"), pursuant to the terms and conditions and under the authority hereinafter set forth:

IT IS HEREBY AGREED:

1. SCOPE OF AGREEMENT: City shall permit Promoter exclusive use of the Requested Facilities for the date/s set forth in the Application for Use only and solely for the Tournament (hereinafter, the "Tournament") identified in the Facility Use Application and further in accord with the terms and conditions contained herein. Should Promoter expand or change the scope of the Tournament or secure a sponsor for the Tournament without first obtaining the written approval of City, said expansion or change or securing of sponsor shall constitute a default under this Agreement and shall be ground for immediate termination of the Tournament by the City of Gulfport by and through its Director of Leisure Services or its Sportsplex Manager.
2. USE FEE. The fee to use the Requested Facilities on the dates and at the times set forth in Exhibit A hereto shall be (please check applicable):
 - A. Softball
 - 4 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
 - 1 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.
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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.
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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: DBA Carlos Bell Sideline Sports (Name of Promoter)
15014 S. White Swan Dr (Address)
Gulfport MS 39503 (City, State and Zip)

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

11. SEVERABILITY; NON-ENDORSEMENT. If any word, clause, sentence, paragraph, condition, provision, or term of this Contract is or hereafter becomes legally unenforceable, the same shall be severed from this Contract, and all remaining provisions of this Contract shall be unaffected, and shall be interpreted in accordance with the express written intention of this Contract. It is further understood by the parties that City exercises no view or position concerning and does not sponsor, endorse, or adopt the beliefs, opinions, or philosophies of Promoter and the execution, enforcement, and administration of, or any performance in accordance with this Contract, and/or any use or occupancy of the leased premises by City, Promoter, or any other person or entity shall not in any way be construed or interpreted as City's sponsorship, endorsement, or adoption of such beliefs, opinions, or philosophies.
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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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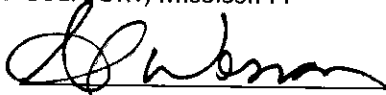
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IN WITNESS WHEREOF as duly authorized:

City:

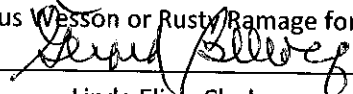
CITY OF GULFPORT, MISSISSIPPI

By:



Gus Wesson or Rusty Ramage for Billy Hewes, Mayor

Attest:

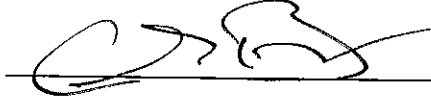


Linda Elias, Clerk

GERARD BELLOCA

Dated: _____, 201__

Promoter:



(Name of Promoter)

By:

Carlos Bell

Sidehine Sports Owner

(Printed name and title of person signing)

Dated: 24 Oct, 2019

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**GULFPORT SPORTSPLEX
TOURNAMENT RENTAL CONTRACT**

Group Name: Carlos Bell NBA - Sideline Sports Date Completed/Filed 24 Oct 19

Contact Person: Carlos Bell E-Mail Carlos bell @ cablkonz.net

Name of Tournament: SWAC Women's Softball Conference Sanctioning Body: NCAA

Address: 15014 S White Swan Dr. City: Gulfport State: MS Zip: 39503

Phone (Hm) 228-206-6691 Phone (Wk) _____ Cell: 228-263-1112 Fax: _____

Alternate Contact Person: Joseph Johnson Sr.

Address: 14038 Gladys St. City: Gulfport State: MS Zip: 39503

Phone (Hm) _____ Phone (Wk) _____ Cell: 228-314-4450 Fax: _____

Facility Requested: \$150/field per day (Fields 1-9) \$150/field per day (Goldin Complex)
\$225/field per day (Fields 10-15)

<u>DATE</u>	<u>FIELDS</u>	<u>DATE</u>	<u>FIELDS</u>	<u>DATE</u>	<u>FIELDS</u>
<u>MAY 6-9</u>	<u>10, 11, 14, 15</u>	<u>MAY 5-8</u>	<u>10, 11, 14, 15</u>	<u>MAY 11-14</u>	<u>10, 11, 14, 15</u>
<u>2020</u>		<u>2021</u>		<u>2022</u>	

PROOF OF INSURANCE

Lessee 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. The Lessee shall furnish a copy of the policy, as proof of insurance coverage to the City of Gulfport in sufficient time in advance of the event for review by the City Attorney and/or the City's insurance advisors. Minimum liability insurance coverage limits shall be \$2,000,000.00 "per occurrence".

Upon approval of this agreement, the Lessee agrees to abide by the terms and conditions herein described. If for any reason Lessee violates any part of this agreement, Lessor has authority to cancel all or remainder of event or function. In case of cancellation due to default of contract, Lessee may forfeit any deposits or rents paid to offset costs of cancellation. I have read and understand all of above items and statements in this agreement and attest that all are true.

AGREEMENT

I undersigned does hereby agree to indemnify and save harmless the City of Gulfport for any damages incurred by the City of Gulfport resulting directly or indirectly from use by the undersigned of the facility.

This indemnification shall include not only physical damage to property or equipment of the city, but also any claims by third persons for injuries or property damage resulting from such use due to negligence or intentional acts of the undersigned, its agents, employees, workers, heirs, invitees, administrators or assigns. Any tournament that is cancelled after the tournament contract is approved and signed by both parties, the \$500 deposit will be retained in addition to the cancellation fee as shown in the Facility Use Agreement. If payment not made within the allotted time, the city attorney will be notified for appropriate action and collection.

LESSEE: [Signature]

DATE: 24 Oct 19

CONTRACT APPROVED BY: [Signature]

DATE: 24 Oct 19

Deposit Amount Received: _____

Enclosure (2)

Exhibit "A"

EXHIBIT "B"

RULES AND REGULATIONS

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

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