City of Gulfport, Mississippi

Agenda

City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, March 17, 2020	**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

Appointment

1 Ratification - of reappointment to the Gulfport School District Board of Trustees.

Code Enforcement / Planning

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

Resolutions

3 Resolution - approving and authorizing execution of an Interlocal Governmental Cooperation Agreement between Harrison County and the City of Gulfport to enable the two governing authorities to work together and share resources to provide Street and Drainage Improvements, Law Enforcement, Fire Protection, and Parks and Recreation Improvement Services and improve and maintain Infrastructure and Park and Recreational opportunities in Gulfport, Harrison County, Mississippi, and for related purposes.

4 Resolution - declaring the intent of the City to issue General Obligation Bonds to raise money in support of the City's Water and Sanitary Sewer System, and for related purposes.

5 Resolution - adopting findings concerning the Blue Economy Innovation District (BEID) as a Redevelopment Plan for Downtown Gulfport, and for related purposes.

6 Resolution - approving Contract with Artisan Pyrotechnics, Inc., regarding July Fourth Fireworks Display, authorizing the Mayor to execute the same, and for related purposes.

7 Resolution - approving Lease Agreement with the Boys & Girls Club of the Gulf Coast, authorizing the Mayor to execute said Agreement, and for related purposes.

8 Resolution - approving Letter Agreement with Coast Electric Power Association, authorizing the Mayor and Director of Leisure Services to execute said Agreement, and for related purposes.

9 Resolution - approving LexisNexis Risk Solutions Government Application & Agreement, authorizing execution and submission of the same, and for related purposes.

10 Resolution - approving Memorandum of Non-Exclusive License Agreement and Other Agreements with Uniti Fiber, authorizing the Mayor to execute said Agreements, and for related purposes.

11 Resolution - approving Addendum to the Wireless Communications Management Agreement between the City of Gulfport and Utility Service Communications Co., Inc., recognizing the removal of the Water Tank at 49 51st Street and the replacement of that Tank with a new Tank at 57 51st Street, and for related purposes.

12 Resolution - approving Third Amendment to License Agreement between Utility Service Communications Co., Inc. (Licensor) and Cellular South Real Estate, Inc. (Licensee), allowing for relocation of equipment from one tank to another (49 51st Street to 57 51st Street) and addition of certain and various pieces of equipment on Gulfport’s Water Tank located on 51st Street, and for related purposes.

13 Resolution - approving Fifth Amendment to License Agreement between Utility Service Communications Co., Inc. (Licensor) and Cellco Partnership d/b/a Verizon Wireless (Licensee) allowing for relocation of equipment from one tank to another (49 51st Street to 57 51st Street) and addition of certain and various pieces of equipment on Gulfport's water tank located on 51st Street, and for related purposes.

14 Resolution - approving Field Rental Discounts for large Tournaments at the Gulfport Sportsplex and Goldin Park, and for related purposes.

15 Resolution - accepting Grant Funding and Approving Grant Agreements for Fiscal Year 2019 for the Community Development Block Grant Program and the HOME Investment Partnerships Program, authorizing the Mayor to execute said Agreements, and for related purposes.

16 Resolution - authorizing an expenditure in support of the City of Gulfport's share of the FY 2020 MDA Military Consulting Contract to help protect our military facilities, and for related purposes.

17 Resolution - authorizing an expenditure of monies to the Mississippi Coast Transit Authority for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport, and for related purposes.

18 Resolution - authorizing the City of Gulfport to purchase Infrastructure required for Meter Reading via Harmony Cloud from Master Meter, and for related purposes.

19 Resolution - approving Project Request for eCrash/Mississippi Interactive Services, authorizing the Mayor to execute the same, and for related purposes.

20 Resolution - approving public display of fireworks as a part of the City's Independence Day Celebration, and for related purposes.

Budget Amendments / Docket of Claims

21 Budget Amendment #47 - internal transfer to fund Traffic Department Toughbook Laptop purchase.

22 Budget Amendment #48 - to increase Guns/Ammo 213 with funds received from PropertyRoom.com.

23 Budget Amendment #49 - to increase line item 286 (Capital) from restitution.

24 Budget Amendment #50 - to transfer funds from Contractual to Personnel (VAWA Grant).

25 Docket of Claims - to be approved through March 18, 2020.

Routine Agenda

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

27 Associated Adjusters Check Registers - for workers' comp and general liability claims paid during February, 2020 - to be made a part of the minutes.

28 Privilege License Report - for the month of February, 2020 - to be made a part of the minutes.

29 Public Records Requests - for the month of February, 2020 - to be made a part of the minutes.

30 Year-To-Date Budget Report - for the month of February, 2020 - to be made a part of the minutes.

31 Acceptance - of North Swan Place Water and Sewer Only.

32 Approval - of Blue Economy Report from the SeaAhead Consulting Team - to be made a part of the minutes.

33 Request - to change a Marina Assistant position from Part-Time Plus to Full-Time - Leisure Services Department.

Public Agenda

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

Council Comments

Memorial Adjournment

- **Mrs. Rubye Watts Bradshaw**

Executive Session

Setting of Next Meeting and Adjournment

OFFICE OF MAYOR

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

City Hall
2309 15th St.
Gulfport, MS 39501

March 10, 2020

Council President Rusty Walker
Councilman Kenneth Casey
Councilman Ricky Dombrowski
Councilwoman Ella Holmes-Hines
Councilman Myles Sharp
Councilman R.Lee Flowers
Councilwoman Cara Pucheu

Dear Council Members:

I respectfully submit for your consideration the re-appointment of Mr. Randy Richardson to serve on the Board of Trustees for the Gulfport School District. A resident of Ward 4, Mr. Richardson serves as the Wholesale Marketing Manager for Mississippi Power Company and has been employed with MPC since 1984. A graduate of Mississippi State University, Mr. Richardson received a degree in Mechanical Engineering. He serves as a Deacon at Bayou View Baptist Church and currently serves on the Board of Directors for the Gulfport Chamber of Commerce.

Mr. Richardson has done an outstanding job these past 5 years serving on the board. I am confident in Mr. Richardson's commitment and ability to make sound decisions for our school system and for the children in our city. His new appointment will be effective immediately and will expire March 31, 2025.

Sincerely yours,

Billy Hewes
Mayor

CITY OF GULFPORT
URBAN DEVELOPMENT
CODE ENFORCEMENT
POSTINGS

TABLE OF CONTENTS

WARD 1

PARCEL	LOCATION	OWNER
0710J-01-032.000	4028 PONDEROSA DR	HUTCHINSON BRIDGET L
0711J-01-007.000	1301 42ND AVE	CORNICHE PROPRETIES LLC
0811D-03-076.000	2202 33RD AVE	BABIN TODD
0711J-02-008.000	4200 WEST RAILROAD ST	MANNING JIMMY
0711H-01-073.000	19TH ST	STATE OF MISSISSIPPI - SECRETARY OF STATE
0711K-02-010.000	1317 WOODWARD AVE	STATE OF MISSISSIPPI - SECRETARY OF STATE

WARD 2

PARCEL	LOCATION	OWNER
0711O-04-057.000	702 MILLS AVE	HAYDEL PROPERTIES LP
0811G-03-045.000	1640 EAST BEACH BLVD	BARBEL CORPORATION
1010M-04-006.000	364 SILVER RIDGE AVE	BROWN JUDGE & JUDGE II ET AL
0811A-04-004.000	2709 KELLY AVE	EMPIRE INVESTMENTS #2 LLC
0910M-03-043.000	3002 6TH AVE	EMPIRE INVESTMENTS #2 LLC

WARD 3

PARCEL	LOCATION	OWNER
0810N-02-026.000	2019 30TH ST	PINKSTON ANGELA KIM C
0810N-02-026.002	2021 30TH ST	PINKSTON ANGELA KIM C
0810N-02-026.001	2105 30TH ST	GSRAN-Z LLC
0809M-02-001.037	35 DOGWOOD CT	JEFFERSON RODNEY T & RONALD T
0811G-01-004.000	1535 21ST ST	STATE OF MISSISSIPPI - SECRETARY OF STATE
0810N-01-037.000	2117 32ND ST	WALKER ERNEST L & VIVIAN L

WARD 4

PARCEL	LOCATION	OWNER
0910N-05-007.000	501 32ND ST	BREWER INGLE C SR ETAL
0910K-03-005.000	3901 OAK AVE	GULF SOUTH EQUITY INVESTMENTS LLC
1010E-02-010.000	1225 WEST PINE ST	PETERS STEVEN D

WARD 5

WARD 6

WARD 7

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

February 21, 2020

HUTCHINSON BRIDGET L
18353 Sky Lane
Saucier, MS 39574

Reference: Tax Parcel Number: 0710J-01-032.000
4028 PONDEROSA 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
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.

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Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR Case Number: 5283

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

March 2, 2020

HUTCHINSON BRIDGET L
4028 PONDEROSA DR
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0710J-01-032.000
4028 PONDEROSA DR

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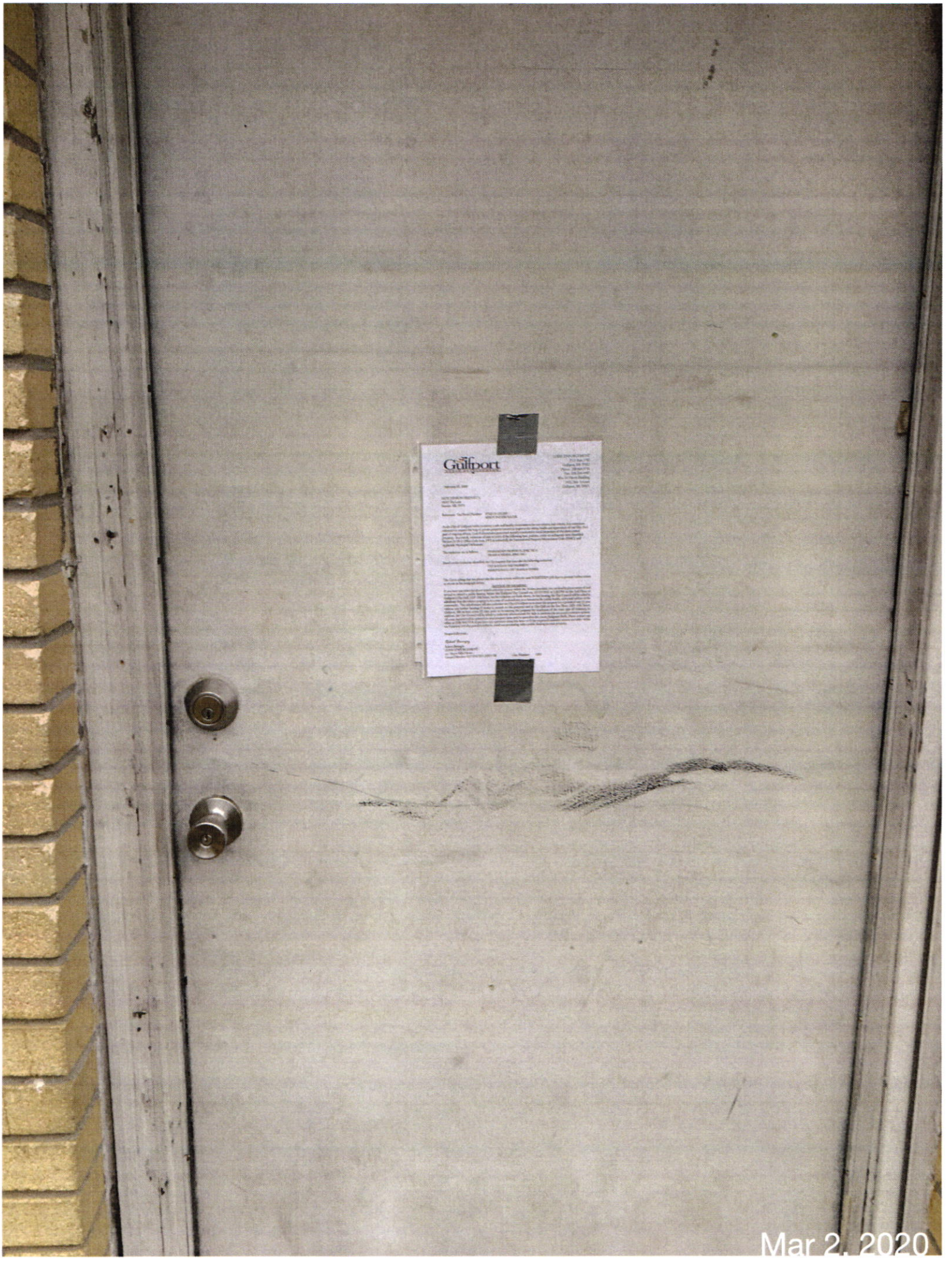
Gulfport
Mar 2, 2020

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

February 21, 2020

CORNICHE PROPRETIES LLC
45 Hardy Ct STE # 103
Gulfport, MS 39507

Reference: Tax Parcel Number: 0711J-01-007.000
1301 42ND 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: VACANT STRUCTURE, IPMC 301.3

Based on the violations identified, the City requests that you take the following corrective
BOARD UP AND SECURE OPENINGS

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Wm. H. Hardy Building
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March 2, 2020

CORNICHE PROPRETIES LLC
1301 42ND AVE
Gulfport, MS 39501

Reference: Tax Parcel Number: 0711J-01-007.000
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CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR Case Number: 5444

Mar 2, 2020

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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

February 20, 2020

BABIN TODD
617 Carmadelle St.
Marrero, LA 70072

Reference: Tax Parcel Number: 0811D-03-076.000
2202 33RD 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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Robert Beaugez

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CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR Case Number: 5409

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

March 2, 2020

BABIN TODD
2202 33RD AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811D-03-076.000
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CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR

Case Number: 5409

Guilford
Classi-
Mar 2, 2020

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

February 26, 2020

MANNING JIMMY
P O BOX 4915
BILOXI, MS 39535

Reference: Tax Parcel Number: 0711J-02-008.000
4200 WEST RAILROAD ST

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Robert Beaugez

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

Case Number: 5508

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

March 2, 2020

MANNING JIMMY
4200 W RAILROAD ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711J-02-008.000
4200 WEST RAILROAD ST

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Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR Case Number: 5508

Guilford
Mar 2, 2020

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

February 21, 2020

STATE OF MS
P O Box 136
Jackson, MS 39205

Reference: Tax Parcel Number: 0711H-01-073.000
19TH 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
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

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Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR Case Number: 5557

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

March 2, 2020

STATE OF MS
0 - 19TH ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711H-01-073.000
19TH 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.

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Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR Case Number: 5557

Mar 2, 2020

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

March 2, 2020

STATE OF MISSISSIPPI - SECRETARY OF STATE
PUBLIC LANDS DIVISION
P.O. BOX 136
JACKSON, MS 39205

Reference: Tax Parcel Number: 0711K-02-010.000
1317 WOODWARD 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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Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR Case Number: 5448

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

March 2, 2020

STATE OF MISSISSIPPI - SECRETARY OF STATE
1317 WOODWARD AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711K-02-010.000
1317 WOODWARD 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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Respectfully yours,

Robert Beaugez

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

Case Number: 5448

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

February 18, 2020

TOLENTINO MARTIN & NICANOR ANNA
2800 19TH ST LOT 103
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711K-02-010.000
1317 WOODWARD 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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Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: KENNETH CASEY SR Case Number: 5448

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

March 2, 2020

TOLENTINO MARTIN & NICANOR ANNA
1317 WOODWARD AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711K-02-010.000
1317 WOODWARD AVE

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Respectfully yours,

Robert Beaugez

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

Case Number: 5448

Mar 2, 2020

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

February 26, 2020

HAYDEL PROPERTIES LP
P O BOX 1891
GULFPORT, MS 39502

Reference: Tax Parcel Number: 0711O-04-057.000
702 MILLS 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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TRASH & DEBRIS, IPMC 308.1

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REMOVE/HAUL OFF TRASH & DEBRIS

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Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 5514

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

March 2, 2020

HAYDEL PROPERTIES LP
702 MILLS AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711O-04-057.000
702 MILLS 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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Respectfully yours,

Robert Beaugez

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

Case Number: 5514

Mar 2, 2020

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

February 27, 2020

BARBEL CORPORATION
D/B/A CHIMNEY'S RESTAURANT
3 CREOLE COVE
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0811G-03-045.000
1640 EAST BEACH BLVD

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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OVERGROWN PROPERTY, IPMC 302.4
WEEDS & VINES, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1

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CUT & CLEAN THE PROPERTY
REMOVE WEEDS & VINES
REMOVE/HAUL OFF TRASH & DEBRIS

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Respectfully yours,
Linda Allen

Linda Allen
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 5447

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

February 27, 2020

BARBEL CORPORATION
D/B/A CHIMNEY'S RESTAURANT
1640 EAST BEACH BLVD
GULFPORT, MS 39501

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TRASH & DEBRIS, IPMC 308.1

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REMOVE WEEDS & VINES
REMOVE/HAUL OFF TRASH & DEBRIS

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Respectfully yours,
Linda Allen

Linda Allen
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 5447

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

February 27, 2020

BARBEL CORPORATION
D/B/A CHIMNEY'S RESTAURANT
P.O. BOX 486
GULFPORT, MS 39502

Reference: Tax Parcel Number: 0811G-03-045.000
1640 EAST BEACH BLVD

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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, 03/17/2020 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,

Linda Allen

Linda Allen
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

Case Number: 5447

Gulfport
URBAN DEVELOPMENT

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

February 27, 2020

BARBEL CORPORATION
D/B/A CHIMNEY'S RESTAURANT
P.O. BOX 486
GULFPORT, MS 39502

Reference: Tax Parcel Number: 0811G-03-045.000
1640 EAST BEACH BLVD

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
WEEDS & VINES, 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 WEEDS & VINES
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, 03/17/2020 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,

Linda Allen

Linda Allen
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND

5447

Mar 2, 2020

Gulfport
BEACH BEAUTIFUL

CODE ENFORCEMENT
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5718
Fax: 228-214-4467
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

February 27, 2020

BARBEL CORPORATION
D/B/A CHIMNEY'S RESTAURANT
P.O. BOX 486
GULFPORT, MS 39502

Reference: Tax Parcel Number: 0811G-02-045.000
1440 EAST BEACH BLVD

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to require 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. At a minimum, 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
WEEDS & VINES, IPMC 302.4
TRASH & DEBRIS, IPMC 308.1

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CUT & CLEAN THE PROPERTY
REMOVE WEEDS & VINES
REMOVE/HAUL OFF TRASH & DEBRIS

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Respectfully yours,
Linda Allen
Linda Allen
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member RON BOLAND

Mar 2, 2020

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

February 27, 2020

BROWN JUDGE & JUDGE II ET AL
364 SILVER RIDGE AVE
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010M-04-006.000
364 SILVER RIDGE 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

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

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NOTICE OF HEARING

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Respectfully yours,

Linda Allen

Linda Allen
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 5546

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

February 27, 2020

BROWN JUDGE & JUDGE II ET AL
9 BORDER AVENUE
WIGGINS, MS 39577

Reference: Tax Parcel Number: 1010M-04-006.000
364 SILVER RIDGE 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

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

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Respectfully yours,

Linda Allen

Linda Allen
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 5546

Gulfport
URBAN DEVELOPMENT

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

February 27, 2020

BROWN JUDGE & JUDGE II ET AL
364 SILVER RIDGE AVE
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010M-04-006.000
364 SILVER RIDGE 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

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

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Respectfully yours,

Linda Allen

Linda Allen
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member RON ROLAND

Case Number: 5546

PRO
NO TRE
NORTHFIELD, OHIO 44067-1415 Made in the U.S.A.

Mar 2, 2020

364
PRIVATE
PROPERTY
NO TRESPASSING
Guilport
Mar 2, 2020

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

February 20, 2020

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

Reference: Tax Parcel Number: 0811A-04-004.000
2709 KELLY 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

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Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 5555

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

March 2, 2020

EMPIRE INVESTMENTS # 2 LLC
2709 KELLY AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811A-04-004.000
2709 KELLY AVE

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

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CUT & CLEAN THE PROPERTY
REMOVE/HAUL OFF TRASH & DEBRIS

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Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 5555

Mar 2, 2020

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

February 20, 2020

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

Reference: Tax Parcel Number: 0910M-03-043.000
3002 6TH 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

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Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 5339

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

March 2, 2020

EMPIRE INVESTMENTS # 2 LLC
3002 6TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0910M-03-043.000
3002 6TH 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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CUT & CLEAN THE PROPERTY
REMOVE/HAUL OFF TRASH & DEBRIS

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Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RON ROLAND Case Number: 5339

Fast
Easy
Approval
Gulfport
Mar 2, 2020

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

February 19, 2020

PINKSTON ANGELA KIM C
2063 STONEBRIDGE DR
BILOXI, MS 39532

Reference: Tax Parcel Number: 0810N-02-026.000
2019 30TH 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
TRASH & DEBRIS, IPMC 308.1

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CUT & CLEAN THE PROPERTY
REMOVE/HAUL OFF TRASH & DEBRIS

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Respectfully yours,

Robert Beaugez

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

Case Number: 5320

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

March 2, 2020

PINKSTON ANGELA KIM C
2019 30TH ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810N-02-026.000
2019 30TH 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
TRASH & DEBRIS, IPMC 308.1

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CUT & CLEAN THE PROPERTY
REMOVE/HAUL OFF TRASH & DEBRIS

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Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 5320

Gallipoli
Mar 2, 2020

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

February 19, 2020

PINKSTON ANGELA KIM C
2063 STONE BRIDGE DRIVE
BILOXI, MS 39532

Reference: Tax Parcel Number: 0810N-02-026.002
2021 30TH 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.

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TRASH & DEBRIS, IPMC 308.1

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CUT & CLEAN THE PROPERTY
REMOVE/HAUL OFF TRASH & DEBRIS

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Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 5329

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

March 2, 2020

PINKSTON ANGELA KIM C
2021 30TH ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810N-02-026.002
2021 30TH 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.

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Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 5329

Gulfport
Mar 2, 2020

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

February 19, 2020

GSRAN-Z LLC
P O BOX 71276
Philadelphia, PA 19176

Reference: Tax Parcel Number: 0810N-02-026.001
2105 30TH 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.

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Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 5330

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

March 2, 2020

GSRAN-Z LLC
2105 30TH ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810N-02-026.001
2105 30TH 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.

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Respectfully yours,

Robert Beaugez

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

Case Number: 5330

Gulfport
Mar 2, 2020

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

February 13, 2020

JEFFERSON RODNEY T & RONALD T
35 DOGWOOD CT
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0809M-02-001.037
35 DOGWOOD CT

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,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 5517

Mar 3, 2020

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

February 20, 2020

STATE OF MS
P O Box 136
Jackson, MS 39205

Reference: Tax Parcel Number: 0811G-01-004.000
1535 21ST ST

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Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 5556

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

March 2, 2020

STATE OF MS
1535 21ST ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811G-01-004.000
1535 21ST ST

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Robert Beaugez

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

Case Number: 5556

Mar 2, 2020

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

March 2, 2020

THRESIA PILATE & THOMAS WALKER
ADMINISTRATORS - ERNEST L WALKER
2117 32ND ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810N-01-037.000
2117 32ND 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.

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Respectfully yours,

Robert Beaugez

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

Case Number: 5390

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

February 14, 2020

THRESIA PILATE
5000 MOUNTAIN SPRINGS DR #114
ANTIOCH, TN 37013

Reference: Tax Parcel Number: 0810N-01-037.000
2117 32ND 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.

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Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 5390

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

February 14, 2020

THOMAS WALKER
3612 AMBER HILLS DR.
DALLAS, TX 75287

Reference: Tax Parcel Number: 0810N-01-037.000
2117 32ND 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.

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Respectfully yours,

Robert Beaugez

Robert Beaugez
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES Case Number: 5390

Mar 3, 2020

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

February 27, 2020

BREWER INGLE C SR ETAL
501 32ND ST
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910N-05-007.000
501 32ND 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.

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Respectfully yours,

Linda Allen

Linda Allen
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER Case Number: 5503

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

February 27, 2020

BREWER INGLE C SR ETAL
7360 RUSHING ROBINSON RD
BILOXI, MS 39532

Reference: Tax Parcel Number: 0910N-05-007.000
501 32ND 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.

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TRASH & DEBRIS, IPMC 308.1

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CUT & CLEAN THE PROPERTY
REMOVE/HAUL OFF TRASH & DEBRIS

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Linda Allen

Linda Allen
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER Case Number: 5503

Gulfport
URBAN DEVELOPMENT

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

February 27, 2020

BREWER INGLE CSR ETAL
501 32ND ST
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910N-05-007.000
501 32ND ST

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Respectfully yours,

Linda Allen

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

Case Number: 5503

Mar 2, 2020

Mar 2, 2020

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

February 25, 2020

GULF SOUTH EQUITY INVESTMENTS LLC
21 INLET DR
SLIDELL, LA 70458

Reference: Tax Parcel Number: 0910K-03-005.000
3901 OAK 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: VACANT STRUCTURE, IPMC 301.3

Based on the violations identified, the City requests that you take the following corrective
BOARD UP AND SECURE OPENINGS

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Respectfully yours,

TRAVIS JOHNSON

TRAVIS JOHNSON
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER Case Number: 5238

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

January 30, 2020

GULF SOUTH EQUITY INVESTMENTS LLC
3901 OAK AVE
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910K-03-005.000
3901 OAK 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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CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER Case Number: 5238

Gulfport
URBAN DEVELOPMENT

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

January 30, 2020

GULF SOUTH EQUITY INVESTMENTS LLC
3037 MARINA VILLA N
SLIDELL, LA 70461

Reference: Tax Parcel Number: 0910K-03-005.000
3901 OAK AVE

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

Case Number: 5238

74551

Jan 30, 2020

Gulfport
Jan 30, 2020

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

February 27, 2020

PETERS STEVEN D
P O BOX 7094
GULFPORT, MS 39506

Reference: Tax Parcel Number: 1010E-02-010.000
1225 WEST PINE ST

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Linda Allen

Linda Allen
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER Case Number: 5513

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

February 27, 2020

PETERS STEVEN D
1225 W PINE ST
GULFPORT, MS 39507

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Linda Allen
CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: RUSTY WALKER Case Number: 5513

Gulfport
URBAN DEVELOPMENT

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February 27, 2020

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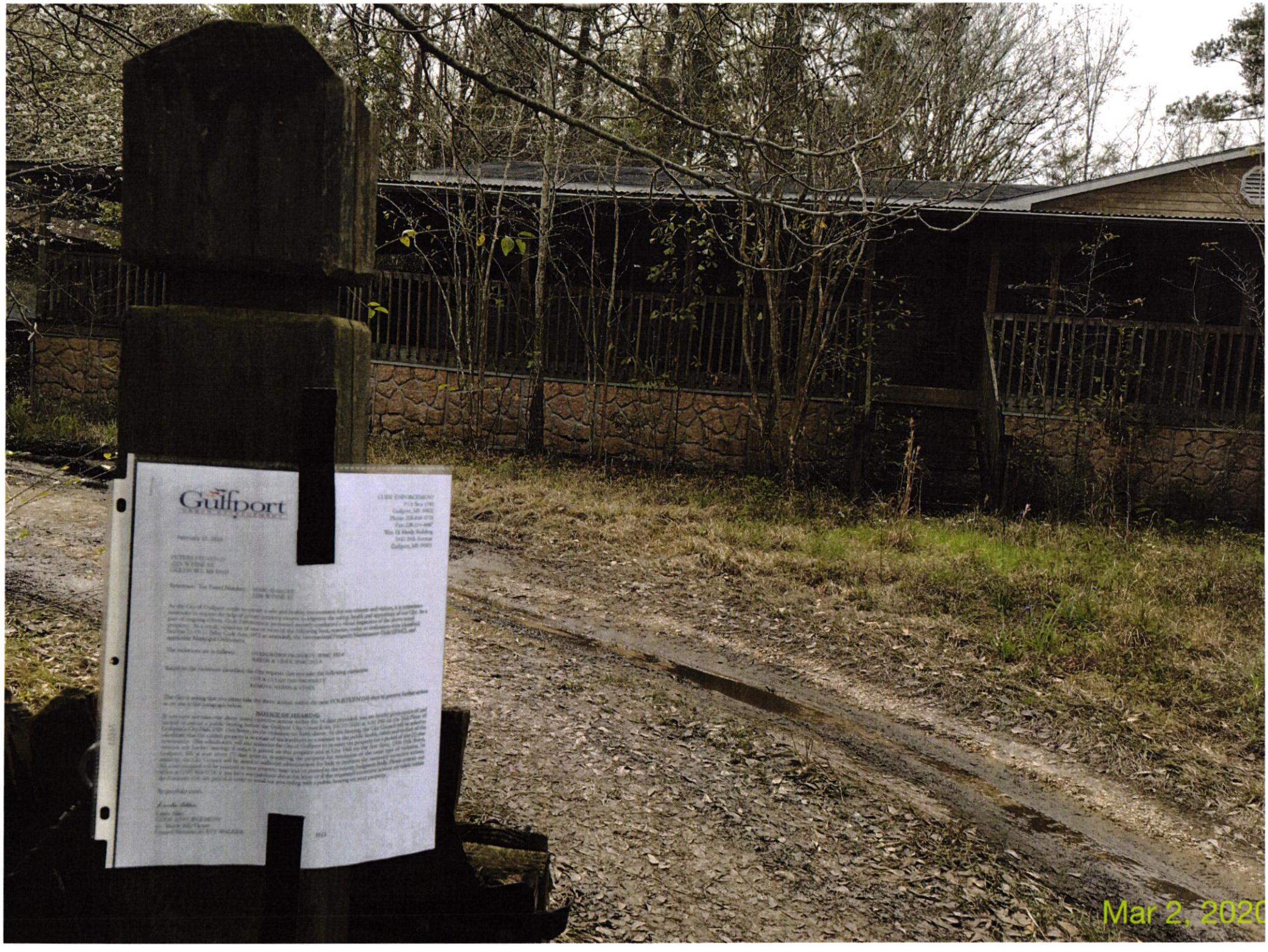
Linda Allen

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

5513

Mar 2, 2020


Gulfport
Mar 2, 2020

MEMORANDUM – CITY OF GULFPORT

Date: **MARCH 6, 2020**

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 17th Day Of March, 2020.**

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

MEMORANDUM – CITY OF GULFPORT

Date: **MARCH 6, 2020**

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 17th Day Of March, 2020, To The City Council:**

WARD 1

Parcel 1: 0710J-01-032.000. Lot 146 Villa Del Rey Subd. 4028 Ponderosa Dr. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Hutchinson Bridget L) – (Case: 5283)

Parcel 2: 0711J-01-007.000. Lots 13 & 14 Blk. 4 Virginia Hill Place. 1301 42nd Ave. Board Up And Secure Openings. (Corniche Propreties LLC) – (Case: 5444)

Parcel 3: 0811D-03-076.000. Lots 15 & 16 Blk 67 Original Gulfport. 2202 33rd Ave. Cut & Clean The Property, Remove/Haul Off Trash & Debris . (Babin Todd) – (Case: 5409)

Parcel 4: 0711J-02-008.000. W 65 Ft Of Lot 4 & All Of Lots 5 To 7 Blk 6 West Side Add Sec 8-8-11. 4200 West Railroad St. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Manning Jimmy) – (Case: 5508)

Parcel 5: 0711H-01-073.000. Lots 17 & 18 Blk 9 Sea View Add. 19th St. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (State Of Mississippi) – (Case: 5557)

Parcel 6: 0711K-02-010.000. S 1/2 Of Lot 10 & All Lot 11 Blk 7 Gaston Point Add.. 1317 Woodward Ave. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (State Of Mississippi) – (Case: 5448)

WARD 2

Parcel 7: 0711O-04-057.000. Lot 6 & 7 Anderson & Stewart Add.. 702 Mills Ave. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Haydel Properties LP) – (Case: 5514)

Parcel 8: 0811G-03-045.000. Chimney's Restaurant- 1.1 Ac(C) Beg At Inter Of W Line Of Lot 1 Blk 5 Soria City Add & N Mar Of Hwy 90 N Along Lot 404.3 Ft E 85 Ft N 184 Ft To S Mar Of Second St NELY Along Rd 27.3 Ft S 571.8 Ft To Hwy 90 SWLY Along Hwy 70 Ft W Along Hwy 44.8 Ft To POB Being Part Of Lots 1 & 2 Blk 5 Soria City Add Also; That Part From The Water's Edge To Gulf Of Mexico. 1640 East Beach Blvd. Cut & Clean The Property, Remove Weeds & Vines, Remove/Haul Off Trash & Debris. (Barbel Corporation) – (Case: 5447)

Parcel 9: 1010M-04-006.000. Lot 12 Blk 6 Silver Ridge Resurvey. 364 Silver Ridge Ave. Cut & Clean The Property. (Brown Judge & Judge Ii Et Al) – (Case: 5546)

Parcel 10: 0811A-04-004.000. Lots 5 & 6 Blk 5 Broad Acres. 2709 Kelly Ave. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Empire Investments #2 LLC) – (Case: 5555)

Parcel 11: 0910M-03-043.000. Cause #05-01382(1) Lots 17-19 Blk 15 Myrtle Resurvey. 3002 6th Ave. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Empire Investments #2 LLC) – (Case: 5339)

WARD 3

Parcel 12: 0810N-02-026.000. Lots 4 & 5 Blk 12 Standard Land. 2019 30th St. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Pinkston Angela Kim C) – (Case: 5320)

Parcel 13: 0810N-02-026.002. Lots 6 & 7 Blk 12 Standard Land. 2021 30th St. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Pinkston Angela Kim C) – (Case: 5329)

Parcel 14: 0810N-02-026.001. Lots 8 & 9 Blk 12 Standard Land Add Part Of Se1/4 Of Se1/4 Of Sec 33-7-11. 2105 30th St. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (GSRAN-Z LLC) – (Case: 5330)

Parcel 15: 0809M-02-001.037. Lot 35 Forest Heights. 35 Dogwood Ct. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Jefferson Rodney T & Ronald T) – (Case: 5517)

Parcel 16: 0811G-01-004.000. Lot 41 Blk 20 Soria City. 1535 21st St. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (State Of Mississippi) – (Case: 5556)

Parcel 17: 0810N-01-037.000. Lots 19 & 20 Blk 28 Standard Land #2. 2117 32nd St. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Walker Ernest L & Vivian L) – (Case: 5390)

WARD 4

Parcel 18: 0910N-05-007.000. Lots 5 & 6 Blk 14 Rev Of Magnolia Grove. 501 32nd St. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Brewer Ingle C Sr Etal) – (Case: 5503)

Parcel 19: 0910K-03-005.000. Lot 15 Bayou View Subd 8th Add Part #1. 3901 Oak Ave. Board Up And Secure Openings. (Gulf South Equity Investments LLC) – (Case: 5238)

Parcel 20: 1010E-02-010.000. N 100 Ft Of W1/2 Of Square 2 Of Monet Survey Sec 30-7-10. 1225 West Pine St. Cut & Clean The Property, Remove Weeds & Vines. (Peters Steven D) – (Case: 5513)

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 **17TH** day of **March, 2020**, the following Resolution:

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

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

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

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

Parcel 1: 0710J-01-032.000. Lot 146 Villa Del Rey Subd. 4028 Ponderosa Dr. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Hutchinson Bridget L) (Case: 5283)

Parcel 2: 0711J-01-007.000. Lots 13 & 14 Blk. 4 Virginia Hill Place. 1301 42nd Ave. Board Up And Secure Openings. (Corniche Propreties LLC) (Case: 5444)

Parcel 3: 0811D-03-076.000. Lots 15 & 16 Blk 67 Original Gulfport. 2202 33rd Ave. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Babin Todd) (Case: 5409)

Parcel 4: 0711J-02-008.000. W 65 Ft Of Lot 4 & All Of Lots 5 To 7 Blk 6 West Side Add Sec 8-8-11. 4200 West Railroad St. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Manning Jimmy) (Case: 5508)

Parcel 5: 0711H-01-073.000. Lots 17 & 18 Blk 9 Sea View Add. 0-19th St. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (State Of Mississippi) (Case: 5557)

Parcel 6: 0711K-02-010.000. S 1/2 Of Lot 10 & All Lot 11 Blk 7 Gaston Point Add. 1317 Woodward Ave. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (State Of Mississippi) (Case: 5448)

Parcel 7: 0711O-04-057.000. Lot 6 & 7 Anderson & Stewart Add. 702 Mills Ave. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Haydel Properties LP) (Case: 5514)

Parcel 8: 0811G-03-045.000. Chimney's Restaurant-1.1 Ac(C) Beg At Inter Of W Line Of Lot 1 Blk 5 Soria City Add & N Mar Of Hwy 90 N Along Lot 404.3 Ft E 85 Ft N 184 Ft To S Mar Of Second St Nely Along Rd 27.3 Ft S 571.8 Ft To Hwy 90 SWLY Along Hwy 70 Ft W Along Hwy 44.8 Ft To POB Being Part Of Lots 1 & 2 Blk 5 Soria City Add Also; That Part From The Water's Edge To Gulf Of Mexico. 1640 East Beach Blvd. Cut & Clean The Property, Remove Weeds & Vines, Remove/Haul Off Trash & Debris. (Barbel Corporation) (Case: 5447)

Parcel 9: 1010M-04-006.000. Lot 12 Blk 6 Silver Ridge Resurvey. 364 Silver Ridge Ave. Cut & Clean The Property. (Brown Judge & Judge II Et Al) (Case: 5546)

Parcel 10: 0811A-04-004.000. Lots 5 & 6 Blk 5 Broad Acres. 2709 Kelly Ave. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Empire Investments #2 LLC) (Case: 5555)

Parcel 11: 0910M-03-043.000. Cause #05-01382(1) Lots 17-19 Blk 15 Myrtle Resurvey. 3002 6th Ave. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Empire Investments #2 LLC) (Case: 5339)

Parcel 12: 0810N-02-026.000. Lots 4 & 5 Blk 12 Standard Land. 2019 30th St. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Pinkston Angela Kim C) (Case: 5320)

Parcel 13: 0810N-02-026.002. Lots 6 & 7 Blk 12 Standard Land. 2021 30th St. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Pinkston Angela Kim C) (Case: 5329)

Parcel 14: 0810N-02-026.001. Lots 8 & 9 Blk 12 Standard Land Add Part Of SE1/4 Of SE1/4 Of Sec 33-7-11. 2105 30th St. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (GSRAN-Z LLC) (Case: 5330)

Parcel 15: 0809M-02-001.037. Lot 35 Forest Heights. 35 Dogwood Ct. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Jefferson Rodney T & Ronald T) (Case: 5517)

Parcel 16: 0811G-01-004.000. Lot 41 Blk 20 Soria City. 1535 21st St. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (State Of Mississippi) (Case: 5556)

Parcel 17: 0810N-01-037.000. Lots 19 & 20 Blk 28 Standard Land #2. 2117 32nd St. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Walker Ernest L & Vivian L) (Case: 5390)

Parcel 18: 0910N-05-007.000. Lots 5 & 6 Blk 14 Rev Of Magnolia Grove. 501 32nd St. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Brewer Ingle C Sr Etal) (Case: 5503)

Parcel 19: 0910K-03-005.000. Lot 15 Bayou View Subd 8th Add Part #1. 3901 Oak Ave. Board Up And Secure Openings. (Gulf South Equity Investments LLC) (Case: 5238)

Parcel 20: 1010E-02-010.000. N 100 Ft Of W1/2 Of Square 2 Of Monet Survey Sec 30-7-10. 1225 West Pine St. Cut & Clean The Property, Remove Weeds & Vines, Remove/Haul Off Trash & Debris. (Peters Steven D) (Case: 5513)

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 _____, 2020.

(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 _____, 2020.

APPROVED:

_____
MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2020, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AND AUTHORIZE EXECUTION OF AN INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT BETWEEN HARRISON COUNTY AND THE CITY OF GULFPORT TO ENABLE THE TWO GOVERNING AUTHORITIES TO WORK TOGETHER AND SHARE RESOURCES TO PROVIDE STREET AND DRAINAGE IMPROVEMENTS, LAW ENFORCEMENT, FIRE PROTECTION, AND PARKS AND RECREATION IMPROVEMENT SERVICES AND IMPROVE AND MAINTAIN INFRASTRUCTURE AND PARK AND RECREATIONAL OPPORTUNITIES IN GULFPORT, HARRISON COUNTY, MISSISSIPPI, AND FOR RELATED PURPOSES

WHEREAS, the Mayor and City Council of the City of Gulfport ("Governing Authority of the City") and the Board of Supervisors of Harrison County ("County Board") have often found it in the best interest of the City and County, and their tax payers and citizens, to cooperate and to share resources and services in the improvement and maintenance of roads, bridges, highways, approaches and related drainage within the corporate limits of the City; and to cooperation in providing law enforcement and fire protection services, and improving and maintaining parks and recreation facilities and opportunities, and in other areas of government facilities and services; and

WHEREAS, to enable and authorize the cooperation desired between the City and County in order to make the best use of taxpayers' monies, an Interlocal Governmental Cooperation Agreement by and between Harrison County, Mississippi, and the City of Gulfport requiring approval as to form by the Attorneys respectfully for the County Board and the Governing Authority of the City is submitted herewith for approval by the Governing Authority of the City to authorize its execution on behalf of the City of Gulfport and its submission to the Attorney General of Mississippi for approval.

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

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

SECTION 2. That the certain Interlocal Governmental Cooperation Agreement by and between Harrison County, Mississippi, and the City of Gulfport , be, and it is hereby, approved in substantially the form attached hereto as Exhibit "A", and the Mayor and City Clerk respectively are hereby authorized and directed to sign and execute said agreement, and to do such acts as may be necessary and required by law to effectuate the Agreement.

SECTION 3. That this Resolution, for the public safety and to provide timely mutual assistance for needed projects, shall be in full force and effect immediately upon its passage and enactment according to law and completion of the requirements for attorney general approval and filing set forth n the agreement and required by law, and the Clerk of Council is instructed to spread the same upon the minutes of this Gulfport City Council meeting.

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted by the following roll call vote:

AYES **NAYS** **ABSENT**

WHEREUPON, the President declared the Resolution adopted, this the_____ day of _____, 2020.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2020.

_____

MAYOR

STATE OF MISSISSIPPI
COUNTY OF HARRISON

INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT BY AND BETWEEN HARRISON COUNTY, MISSISSIPPI AND THE CITY OF GULFPORT FOR THE YEARS 2020-2024

WHEREAS, the citizens of Harrison County, Mississippi, including its municipalities, have, from time to time, expressed a desire to share/combine governmental operations to ensure greater efficiency as well as savings in tax dollars resulting in lower taxes to the taxpayers of Harrison County; and

WHEREAS, the City of Gulfport, by its Mayor and City Council, (its "Governing Authority"), and the Board of Supervisors of Harrison County, Mississippi, desire to continue to work together toward sharing/combining governmental activities in the City of Gulfport in a cost effective manner which will result in substantial savings to the taxpayers of the City of Gulfport and thereby a savings on the amount of taxes required to be paid by the citizens; and

WHEREAS, the City of Gulfport, through its Governing Authority, and Harrison County, Mississippi, through its Board of Supervisors, desire to enter into an Interlocal Governmental Cooperation Agreement as provided by Miss. Code Ann. §17-13-1, *et seq.* (1972), as amended; and

WHEREAS, the purpose of this Agreement is to provide that Harrison County will provide governmental services to the City of Gulfport during the term hereof and under the conditions as more specifically set forth herein this Agreement; and

WHEREAS, there will be no separate or legal or administrative entity created hereby, but the purposes of this Agreement shall be that the governing authorities of the respective governmental entities, namely Harrison County, Mississippi, and the City of Gulfport shall each cooperate together within and under the terms of this Agreement to achieve maximum efficiency for governmental services at minimum cost to the taxpayers of Harrison County and the City of Gulfport.

NOW, THEREFORE, BE IT RESOLVED by the CITY OF GULFPORT, by and through its Mayor and City Council, (the "City"), and HARRISON COUNTY, MISSISSIPPI, by and through its Board of Supervisors, (the "County"), that they do hereby enter into this Interlocal Governmental Cooperation

Agreement for the services hereinafter outlined; said Agreement being authorized by Miss. Code Ann. §17-13-1, *et seq.* (1972), as amended, and as follows, to-wit:

SECTION I. <u>Administration and Administrative Entity Provisions</u>.

This Agreement will be administered in accordance with the terms and conditions set forth herein by the designated representative of the City of Gulfport, under the direction of its Governing Authority, and the County Administrator of Harrison County, Mississippi, under the direction of the Board of Supervisors of Harrison County, Mississippi. No separate legal or administrative agency will be created by this Agreement.

SECTION II. <u>Purpose and Statutory Authorities</u>.

(A) Roads, Bridges, Highways, Approaches and Related Drainage.

Under the provisions of Miss. Code Ann. § 21-37-3 (1972), as amended, and Miss. Code Ann. § 19-3-41 (1972), as amended, the City and the County have jurisdiction over roads, bridges, highways, approaches and related drainage, within their respective jurisdictions, and the City and the County, pursuant to the provisions of Miss. Code Ann. §§ 65-7-83 and 65-7-85 (1972), as amended, for the purposes of this Section II of this Agreement, agree to concurrent jurisdiction over roads, bridges, highways, approaches and drainage within the municipal boundary limits of the City for the specific purposes herein enumerated, to-wit:

(i) It is anticipated that the City will, from time to time, as the need and necessity arises, request the support of the County in the constructing, reconstructing and repairing of roads, bridges, highways, approaches and related drainage within the City's corporate limits.

(ii) It is anticipated that the City will from time to time, as the need and necessity arises, request the support of the County, and the County will from time to time, as the need arises, request the support of the City in the constructing, reconstructing and repairing of public parking facilities for public buildings, including courthouse facilities, owned, maintained and in the custody and control of the County for public uses within the City's corporate limits.

(iii) Upon the adoption of an appropriate Resolution, duly spread upon the official minutes of the City, the County, in its sole discretion, agrees to assist the City in the constructing, reconstructing and repairing of roads, bridges, highways, approaches and related drainage within the City's corporate limits; and the County, in its sole discretion, agrees to assist the City, and the City in its sole discretion, agrees to assist the County in the constructing, reconstructing and repairing of public parking facilities for public buildings, including courthouse facilities, owned, maintained and in the custody and control of the County or City for public use within the City's corporate limits.

(B) Law Enforcement Services.

The City and the County recognize that under §135 of the Mississippi Constitution and Miss. Code Ann. § 19-25-1, *et seq.* (1972), as amended, the Sheriff of the County is the chief law enforcement officer of the County with criminal jurisdiction and civil process jurisdiction throughout the County, both in the incorporated and unincorporated areas of the County. The City and the County agree that by execution of this Agreement and upon the adoption of an appropriate Resolution duly spread upon the official minutes of the City, the County, in its sole discretion, agrees to provide assistance to the City in implementing its law enforcement program.

(C) Fire Protection.

The City and the County have independent fire protection services. Historically, the City and the County have cooperated in providing fire protection services both within the incorporated area of the City and the unincorporated area of the County. The City and the County agree that by execution of this Agreement and upon the adoption of an appropriate Resolution duly spread upon the official minutes of the City, the County, in its sole discretion, agrees to provide assistance to the City in implementing its fire protection services as provided by Miss. Code Ann. §19-5-95 (1972), as amended.

(D) Parks and Recreation.

The City has located within its corporate limits parks and other recreations facilities which are utilized by its citizens as well as by those citizens living in the unincorporated areas of the County. The City and the County agree that by the execution of this Agreement and upon the adoption of an appropriate

Resolution duly spread upon the official minutes of the City, the County, in its sole discretion, agrees to provide assistance to the City in the operation and maintenance of its parks and recreational facilities as provided by Miss. Code Ann. § 55-9-1, *et seq.* (1972), as amended.

SECTION III. Financing.

The parties may each finance the performance of their individual duties under this Agreement by any means lawfully available to them. Consequently, no financing, staffing, supplying or budgeting of this cooperative undertaking is required. No funds shall be jointly received or disbursed through this Agreement and no funds shall become joint undertaking funds; therefore, no treasurer or disbursing officer needs to be identified.

SECTION IV. Joint Board Provisions.

The terms and provisions of this Agreement do not require the establishment of a joint board.

SECTION V. Real and Personal Property.

It is not the intent of this Agreement that title to any real or personal property be transferred between the parties in order to implement this Agreement. Title to all real and personal property shall remain vested in the party in which it is now vested. All real and personal property owned by the City of Gulfport at the time of such termination or purchased by the City of Gulfport pursuant to this Agreement shall remain the property of the City of Gulfport. All real and personal property owned by Harrison County at the time of such termination or purchased by Harrison County pursuant to this Agreement shall remain the property of Harrison County. Any transfer of real property interests between the parties shall be by agreement separate and apart here from this Agreement.

SECTION VI. Acquisition of Property.

No additional real or personal property is to be acquired, held or disposed of in this joint cooperative undertaking. All real and personal property utilized by any party in implementing this Agreement shall remain the party's property upon partial or complete termination or amendment of this Agreement.

SECTION VII. Severability.

If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any applicable law, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION VIII. Term of Agreement.

This Agreement shall become effective upon approval by the Attorney General for the State of Mississippi and filing with the Mississippi Secretary of State and the Chancery Clerk of Harrison County, and shall terminate on March 31, 2024. It is anticipated that this Agreement may extend beyond the existing term of the Governing Authority for the City. It is understood and agreed by the parties that upon installation of a new Governing Authority, the City shall either accept or reject continuation of this Interlocal Governmental Cooperative Agreement by Resolution duly spread upon its minutes. This Agreement may be terminated by the mutual agreement of the parties upon thirty (30) days written notice to the Mayor of the City and the President of the Board of Supervisors. This Agreement may be renewed by the City and the County by Resolution of each entity spread upon their respective minutes. It is also agreed and understood that the City and the County shall notify each other, no later than thirty (30) days prior to the 1st day of January, 2024, that they intend to renew or reject the Agreement for another period of time to be agreed upon but not longer than each governing Board's term of office.

SECTION IX. Amendment.

This Agreement may be amended upon the written agreement of both parties provided such amendment is approved by the Attorney General of the State of Mississippi as provided by Miss. Code Ann. § 17-13-1 *et seq*. (1972), as amended.

SECTION X. Approval by Attorney General.

The City and the County direct that after the execution of this Agreement the same shall be forwarded to the Attorney General of the State of Mississippi for her approval as provided by law. In the event of disapproval by the Attorney General of any section of the services listed herein, the authorities of the City and of the County will be required to adopt a newly drafted Agreement before said Agreement shall become effective.

The Clerk of the City and the Clerk of the Board of Supervisors shall spread this Agreement upon the minutes of the respective Governing Authority and shall, upon receipt of the approval or disapproval of the Attorney General, spread said approval or disapproval upon the minutes noting in the minute book where the Attorney General's approval or disapproval may be found. Said Agreement shall be in full force and effect after approval by the Attorney General of the State of Mississippi and recorded in the offices of the Mississippi Secretary of State's Office and the Harrison County Chancery Clerk.

SECTION XI. Each Such Entity Shall Maintain Liability Insurance or other Funds Required by Mississippi Tort Claims Act.

The City and the County herein agree that it shall be the responsibility of each party to maintain its own general premises and liability insurance or other insurance/funds administered by the Mississippi Tort Claims Act which are the subject of this Interlocal Governmental Cooperative Agreement, including but not limited to: (i) law enforcement services; (ii) fire services (including code administration); (iii) parks and recreation services; (iv) construction, reconstruction and/or repair of roads, bridges, approaches, driveways, parking areas, walking tracks, other sports facilities and related drainage; or (v) other capital improvements with a limit of liability no less than $500,000. Upon request, either party shall provide the requesting party proof of insurance coverage. If either party's coverage is not maintained or is cancelled, the other party may declare this Agreement null, void and of no further effect. Any party adjudged to be at fault for uninsured claims for which there is liability and no immunity shall be responsible for settlement of the claim or any judgment arising out of its respective fault or claim pertaining to any act under this Agreement. Each party shall provide for its respective costs of defense against said claim. Should the City's insurance carrier withdraw coverage or become insolvent, all claims, litigation costs, attorneys' fees, judgments or settlement amounts shall be paid by the City unless any agent or representative of Harrison County is adjudged at fault. The parties further agree that no provision in this Agreement waives or extends any person or entity's liability as set forth in Miss. Code Ann. § 11-46-1 *et seq.* (1972), as amended, (the "Mississippi Tort Claims Act").

IN WITNESS WHEREOF, I as Mayor of the City of Gulfport, the officer duly authorized in the premises by Resolution of the City Council of the City of Gulfport, attached hereto, do hereby set and subscribe my signature on behalf of the City of Gulfport to the foregoing Interlocal Governmental Cooperation Agreement between the City of Gulfport, Mississippi, and Harrison County, Mississippi.

WITNESS MY SIGNATURE this the _____ day of _____, 2020.

CITY OF GULFPORT, MISSISSIPPI

_____
Billy Hewes, Mayor

ATTEST:

_____
Gerrard Bellocq, City Clerk

I HAVE APPROVED THIS INTERLOCAL
GOVERNMENTAL COOPERATION
AGREEMENT AS TO FORM:

_____
Margaret Murdock, Esq.
Attorney for the City of Gulfport, Mississippi

IN WITNESS WHEREOF, I as President of the Board of Supervisors of Harrison County, Mississippi, being the duly authorized officer, do hereby set and subscribe my signature to the above and foregoing Interlocal Governmental Cooperation Agreement, fully ascribing to the terms thereof for and on behalf of Harrison County, Mississippi, the same having been adopted in a duly constituted session.

WITNESS MY SIGNATURE this the _____ day of _____, 2020.

HARRISON COUNTY, MISSISSIPPI

_____
Connie M. Rockco, President
Harrison County Board of Supervisors

ATTEST:

_____
John McAdams, Clerk of the Board

I HAVE APPROVED THIS INTERLOCAL
GOVERNMENTAL COOPERATION
AGREEMENT AS TO FORM:

_____
Tim C. Holleman, Esq.
Attorney for the Harrison County Board of Supervisors

RESOLUTION DECLARING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF SAID CITY IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF FOUR MILLION DOLLARS ($4,000,000), IN ONE OR MORE SERIES PRIMARILY TO FINANCE ACQUISITION, CONSTRUCTION AND INSTALLATION OF WATER AND SEWER SYSTEM ASSETS AND INFRASTRUCTURE FOR OTHER RELATED AUTHORIZED PURPOSES PERMITTED BY SECTIONS 21-33-301 THROUGH 21-33-329, MISSISSIPPI CODE OF 1972, AS AMENDED, AS WELL AS TO FINANCE CONSTRUCTION OF ASSOCIATED ROAD INFRASTRUCTURE IMPROVEMENTS, AS MORE SPECIFICALLY SET FORTH BELOW, RELATING TO PUBLIC BUILDINGS OR PUBLIC SUPPORT; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

WHEREAS, the City Council of the City of Gulfport, Mississippi (the "Governing Body" of the "City"), acting for and on behalf of the City, hereby finds, determines, adjudicates, and declares as follows:

1. The Governing Body, acting for and on behalf of the City, is authorized by Section 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "City Act") to issue bonds to raise money for the purpose of erecting municipal buildings, armories, auditoriums, community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same, and for erecting, equipping and furnishing of buildings to be used as a municipal or civic art center; erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; purchasing or constructing, repairing, improving and equipping buildings for public libraries and for purchasing land, equipment and books therefor; establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; purchasing land for parks, cemeteries and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; constructing, repairing and improving wharves, docks, harbors and appurtenant facilities, and purchasing land therefor; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of ten (10) years (the "Authorized Purposes").

2. It is necessary, advisable, and in the public interest for the citizens of the City, and proper and economically feasible for the City, primarily to finance acquisition, construction and installation of water and sewer system assets and infrastructure for the purpose of improving, replacing, and/or extending the Municipality's combined water and sewage system and infrastructure, as well as to finance construction of associated road infrastructure improvements, and for other Authorized Purposes relating thereto (collectively, the "Project"), and to raise money to pay the costs incurred for the Project by (a) issuing general obligation utility bonds of

the City (the "Bonds") pursuant to the City Act, (b) issuing a general obligation bond of the City (the "Qualified Obligation") for sale to the Mississippi Development Bank (the "Bank") pursuant to the City Act and Section 31-25-1 *et seq*., Mississippi Code of 1972, as amended (the "Bank Act"), and other applicable laws of the State of Mississippi (the "State"), or (c) entering into a loan agreement and obtaining a loan from the Bank (the "Loan") pursuant to the City Act, the Bank Act, and other applicable laws of the State, in an aggregate maximum principal amount of Four Million Dollars ($4,000,000).

3. The Governing Body is authorized and empowered by the City Act to issue the Bonds and authorized and empowered by the Bank Act and the City Act to issue the Qualified Obligation or obtain the Loan for the Project, and there are no other available funds on hand or available from regular sources of income to pay the costs incurred for the Project.

4. The assessed value of all taxable property within the City, according to the last completed assessment for taxation, is Eight Hundred and Fifteen Million Five Hundred Seventy-Two Thousand Three Hundred and Seventy-Four Dollars ($815,572,374); the City has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, in the amount of Eighty-Five Million Eight Hundred and Seventy-Five Thousand Dollars ($85,875,000), and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972 (which amount includes the sum set forth above subject to the 15% debt limit), in the amount of One Hundred Four Million Seven Hundred Twenty-Five Thousand Nine Hundred and Thirty-Nine Dollars ($104,725,939); the issuance by the City of the Bonds pursuant to the City Act, the issuance of the Qualified Obligation pursuant to the Bank Act and the City Act, or obtaining the Loan from the Bank pursuant to the Bank Act and the City Act, when added to the outstanding bonded indebtedness of the City, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of all taxable property within the City, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of all taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

5. In connection with the Project, the City reasonably expects to incur expenses for which the City will advance internal funds. The City desires to be able to reimburse itself for all or a portion of such expenses of the Project from the proceeds of either the Bonds, the Qualified Obligation, or the Loan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. This resolution is adopted pursuant to the City Act, the Bank Act, and other applicable laws of the State.

SECTION 2. The Governing Body, acting for and on behalf of the City, does hereby declare its intention to issue and sell the Bonds pursuant to the City Act, to issue and sell the Qualified Obligation pursuant to the Bank Act and the City Act, or to enter into the Loan with the Bank pursuant to the Bank Act and the City Act, all in an aggregate maximum principal amount of Four Million Dollars ($4,000,000) to raise money to pay the costs incurred for the Project.

SECTION 3. The Bonds, the Qualified Obligation, or the Loan may be issued in one or more series and, if issued, will be payable from legally available revenues, and may be secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City and/or with respect to the City's water and sewer assets and infrastructure and fund.

SECTION 4. The Governing Body proposes to direct the issuance of all or any portion of the Bonds or the Qualified Obligation or authorize the Loan in the amount and for the Project at a meeting of the Governing Body held at its usual meeting place in the City Hall in the City at the hour of 1:30 o'clock p.m. on April 21, 2020, or at some meeting or meetings subsequent thereto; provided, however, that if ten percent (10%) of the qualified electors of the City or fifteen hundred (1,500), whichever is less, shall file a written protest with the City Clerk (the "Clerk") against the issuance of the Bonds pursuant to the City Act, or against the issuance of the Qualified Obligation or the authorization of the Loan pursuant to the Bank Act and the City Act, on or before said date and hour, then the issuance of the Bonds or the Qualified Obligation or the authorization of the Loan for the Project shall not be authorized unless approved at an election on the question thereof called and held as provided by law; provided further, that if no protest be filed on or before said date and hour against the issuance of the Bonds or the Qualified Obligation or the authorization of the Loan, then the Bonds or the Qualified Obligation may be issued or the Loan may be authorized without an election on the question of the issuance or the authorization thereof, at any time within a period of two (2) years after said date.

SECTION 5. The Clerk is hereby directed to publish a copy of this resolution once a week for at least three (3) consecutive weeks in the *Sun Herald*, a newspaper published in and having a general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, with the first publication being not less than twenty-one (21) days prior to the date set forth in Section 4 of this resolution, and the last publication being made not more than seven (7) days prior to the date set forth in Section 4 of this resolution.

SECTION 6. The Clerk is directed to procure from the *Sun Herald* the customary proofs of the publications of this resolution and have the same before the Governing Body on the date and hour specified in Section 4 hereof.

SECTION 7. The City hereby declares its official intent to reimburse itself from the proceeds of the Bonds, the Qualified Obligation, or the Loan, for expenses incurred with respect to the Project subsequent to the date of this resolution. This resolution is intended as a declaration of official intent under Treasury Regulation Section 1.150-2. The Project for which such expenditures are to be made are the same as described hereinabove. The maximum aggregate principal amount expected to be borrowed for the Project will not exceed an aggregate principal amount of Four Million Dollars ($4,000,000).

SECTION 8. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

Councilmember _____ made the motion to adopt the foregoing resolution and Councilmember _____ seconded the motion to adopt the foregoing resolution, and the vote thereupon was as follows:

AYES	NAYS	ABSENT

WHEREUPON, the President declared the Resolution adopted, this the 17th day of March, 2020.

ATTEST: ADOPTED:

_____ _____

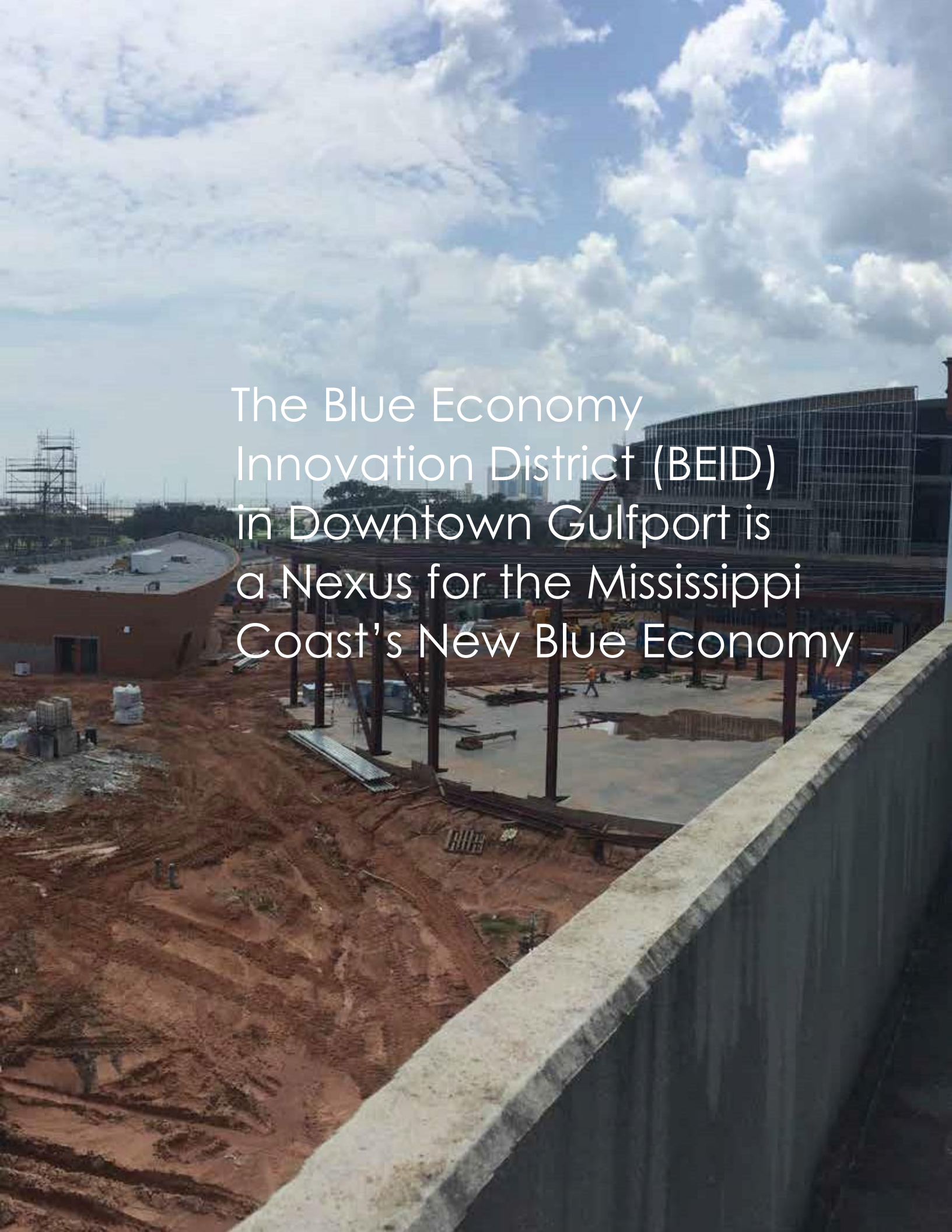
CLERK OF THE COUNCIL PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2020.

_____ (seal)

MAYOR

Publication Instructions:
Sun Herald
March 26, 2020; April 2, 2020; April 9, 2020; and April 16, 2020



The Blue Economy Innovation District (BEID) in Downtown Gulfport is a Nexus for the Mississippi Coast's New Blue Economy

The Blue Economy Innovation District (BEID) in Downtown Gulfport is a Nexus for the Mississippi Coast's New Blue Economy

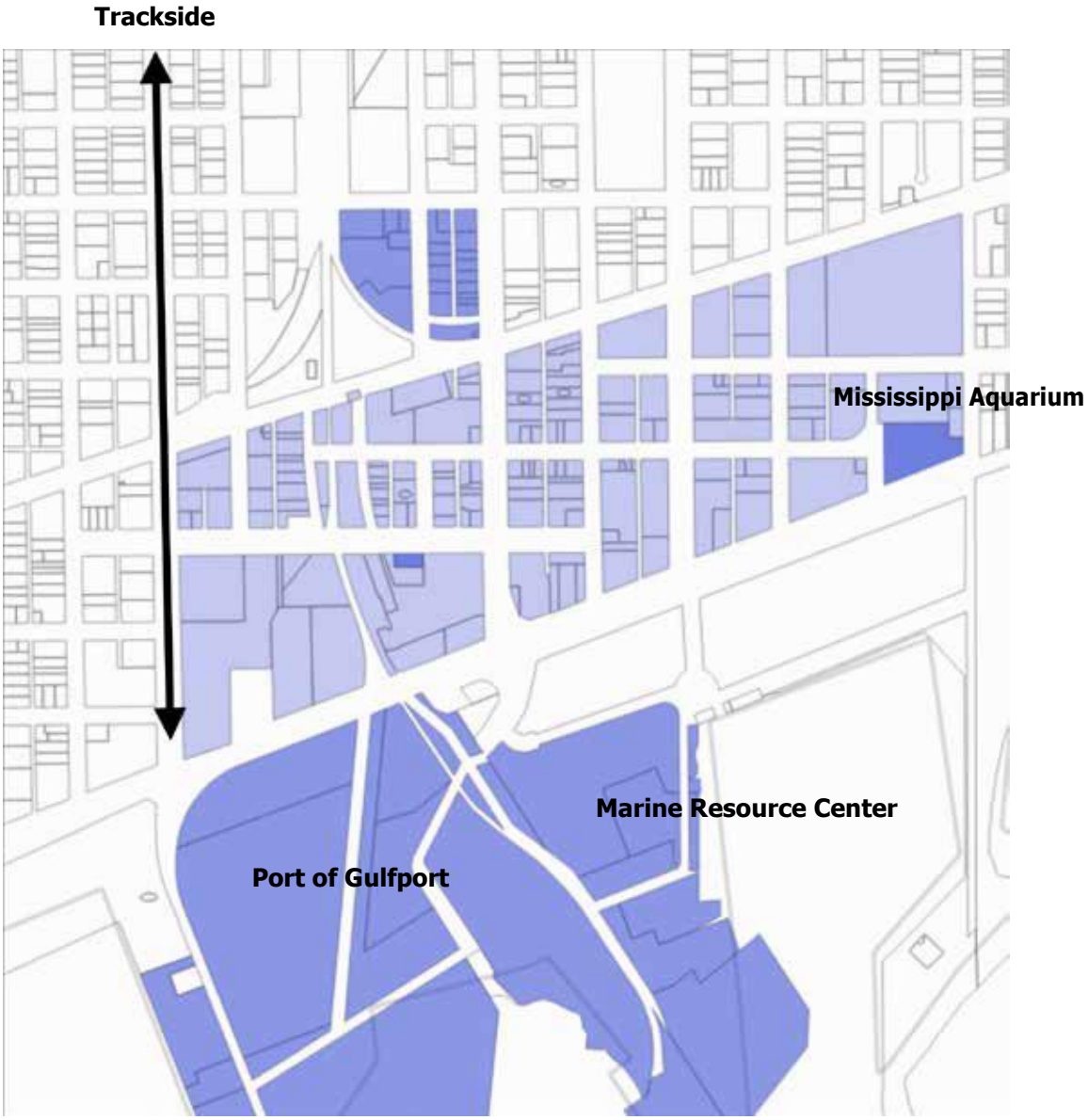
Downtowns lead the nation in attracting skilled talent. A Blue Economy Innovation District is emerging in the City's downtown and its immediate borders. This area will be a nexus for the Coast's blue economy business expansion through investment and collaborative action with established companies, startups and SMEs seeking to create and grow. As it develops, the BEID will provide facilities to support the focused work of innovation, meeting places that bring together enterprises from different sectors, and events that accelerate professional networking for the entire Mississippi Gulf Coast blue economy.

The city of Gulfport and The University of Southern Mississippi will be the prime leaders driving the BEID to fruition, mobilizing stakeholders throughout the city and the region. The establishment of the BEID reflects the intent of the City's public, institutional and commercial leadership to make Gulfport a significant hub in the Gulf Coast's blue economy. From here, the BEID will be the mechanism for the Gulf Coast to better connect to other global centers-of-excellence. The BEID strategy not only stimulates the accretive effect of existing and new ocean-related capabilities in the region but also acts as a vehicle for expressing a new economic narrative for the Mississippi Gulf Coast.

The BEID will tie together a zone of research and technology-based economic activity that is already taking shape and provide a platform for future growth.

The geographic outline of a BEID is already emerging, reflecting activity within the City.

- To the east is the Aquarium which will be a center for tourism, community education for school children and adults and research focused on the ocean and species conversation.
- To the west is the general area around 30th Avenue which is the main logistics line from the port inland and includes programmatic and transport connections to the USM Gulf Park Campus in Long Beach.
- To the south, is the interface with the Gulf of Mexico, the USM marine research and commercialization complex with a) the new Marine Research Center featuring a large maker space for seawater based prototyping, b) the Port of Gulfport and c) groundbreaking on the Ocean Enterprise Facility—all of which enjoy close ties to commercial shipping, US Navy, NOAA and US Army military logistics operations and research.
- To the north is the Trackside Innovation District that has the capacity to host light manufacturing with an emphasis on ocean related companies. Blue economy companies whose products are developed in the cluster and are ready for commercialization can now stay and grow in Gulfport.



THE UNIVERSITY OF SOUTHERN MISSISSIPPI

Gulf Park Campus
Long Beach

Downtown Gulfport will be the BEIDs center of gravity and a focus for the district as a whole. The area provides an attractive, walkable neighborhood with dining and retail, easy access to roads and transit and many suitable spaces for business start-up, education, and innovative research and development. The area has significant potential to also attract new housing development.

This zone will provide a platform for aggregating blue economy activity as enterprises and talent connect to and feed off each other in unpredictable but highly valuable ways. And as the anchor sector, the BEID will have a catalyzing effect attracting other sectors and urban investment not directly related to the ocean. The act of launching the BEID and the consequent growth of activity will leverage and feed Gulfport's downtown revitalization. Blue economy-related ventures in the area will add to the density of people and activities required to promote the entire central business district. The City of Gulfport and USM can use the BEID to be strategic when responding to tech-based companies seeking to relocate to Mississippi's Gulf Coast.

RECOMMENDED NEXT STEPS

Gulf & Ship Island Railroad Building

An important element for the BEID's immediate growth would be the re-use of the now-vacant Gulf & Ship Island Railroad office building as one possible location for a hub of innovation, education and small-scale ventures. Not only will the building act as a re-use anchor in downtown Gulfport, it will fill several critical gaps in the Mississippi Gulf Coast's blue economy cluster—providing an iconic symbol of the cluster's unique identity and vitality, serving as a welcoming gathering place for the region's stakeholders, and working as a "landing spot" for outsiders connecting into the cluster and USM's campus.

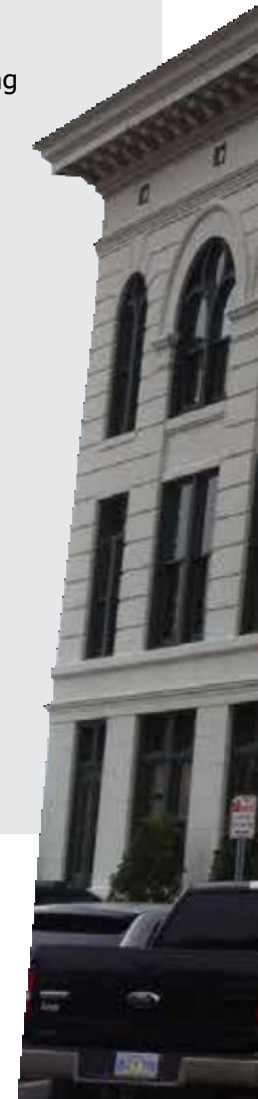
This potential for the Gulf and Ship Island Railroad Building is now under discussion between USM and building owner Mississippi Power Company.

Development Incentives & Policies

Build on the City's new incentives by focusing federal, state and local incentives and policies including local zoning and Opportunity Zones to support the BEID buildout. This should include a downtown housing strategy and possibly a light manufacturing park by the Trackside. All of this augments the existing economic initiatives of the City of Gulfport.

Connectivity

The BEID should include focused infrastructure investments that support and connect the district nodes. This can range from e-mobility and modern electric public transport to traffic calming zones that are bicycle and pedestrian-focused.



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Obstacles to Success

The momentum of Mississippi's new blue economy cluster's development as well as that in Gulfport is well underway. But there are potential barriers to maximizing success. Most stakeholders already appreciate these barriers but they should continuously be on the agenda for action.

Competition from other aggressive blue economy clusters.

Established and emerging blue clusters centered in larger metro areas are located in the Northwest, California and in New England. These cities have significantly greater populations than the Mississippi Gulf Coast, have urban centers that are attractive to millennials, host multiple research universities and have relatively long histories as hubs of innovation across many fields. Further, new maritime accelerators offering both industry mentoring and funding have emerged in Oslo, Singapore, Hamburg and Tel Aviv.

Facing up to this competition may seem daunting: but it need not be if stakeholders across the Coast pursue their own crafted role within the global blue economy, build capabilities around current excellence, and partner to align complementary skills and experience. Strengthening and expanding alliances with businesses and government agencies for collaborative research and development is also important.

The proponents of the cluster need, most of all, to promote the region's opportunities for career growth in the industry critical niche areas in which the Gulf excels. The Coast's warm climate, reasonable costs and a culture that enables a balanced lifestyle should also be broadcasted to the significant swath of the those in the potential workforce but who prefer not to live in the high cost, all-consuming cities with which the region competes.

What Gulfport and the Coast region has achieved, what is emerging and the career growing prospects of working in its niche-oriented enterprises must be promoted and celebrated in a positive way. This requires going beyond traditional economic development and public relations strategies. It requires a Gulf-wide, multiple enterprise, physical and social media outreach programs to proactively inform and engage the global blue economy. It requires active recruitment of firms and workforce. Regional government, industry and university partners acting in concert sometimes at the highest levels of an organization, can come together as a fast reaction cohort. In this case, the team effectively 'closes the deal' by wooing, informing and judiciously offering incentives– for enterprises to come and work and live in the area. Hence, the first step of a new global blue economy narrative for the Gulf Coast is to reach internal stakeholder buy-in.

The heavy dependence on federal funding and activity along the Gulf coast.

Approximately 30 cents of every dollar in the Mississippi economy is tied to federal spending, according to the Gulf Coast Business Council. While the Mississippi Defense Initiative is funding efforts to diversify the region's economy, this work is still in its earliest phases. The strategies discussed above serve private sector interests and their success will broaden the area's economic base.

Difficulty in attracting and retaining an adequate work force.

A recognized brain drain is sapping the state's talent. At the same time, automation and economic restructuring is reducing opportunities for less-educated workers. Efforts to address this challenge are underway. Ideally, going forward these programs would

- Target a broader national pool of candidates whose professional interests align with the work happening along the coast;
- Provide innovative, technology exposure in the early years of the region's schools to get local youth excited about working on the Gulfcoast;
- Programs that can bridge military and private-sector retirees who want to remain in the workforce.

And perhaps the most important factor is that a new Mississippi Blue Economy cluster, with its associated convergence activities is a new vehicle to attract the younger workforce of today where challenge and impact factor into their career decisions. All stakeholders in the region must be mobilized to support recruitment and retention efforts rather than leaving firms or the public sector to do so entirely on their own.

Stakeholders not participating in cluster building and nurturing.

Because the Mississippi Gulf Coast's new blue economy is in its earliest stages of development, many organizations are not being as innovative or risk-taking in building and nurturing the cluster as in their individual enterprises. This dynamic is typical where a new narrative with leadership and an organizing entity in the short term can obtain stronger commitments from stakeholders to act for the region's benefit. All involved have to be committed to the virtuous cycle that brings benefit to the cluster as well as to each stakeholder. It requires continuous challenging of strategies based on unsupported assumptions. For example, in addition to recruiting the millennial workforce, it may appear that many bluetech companies are actually started by professionals in their 2nd or 3rd career. Seeking a 'landing spot' for the newly retired public sector workforce builds a Gulf Coast asset emitting from the US Navy and NOAA presence. A second example is the emphasis on STEM education. A STEM-educated workforce is a necessary element of the cluster's capacity but it is not all inclusive. A cluster has the economic potential to provide a community inclusive and resilient opportunities for people of varying skill levels and education. The full prowess of the cluster will rest on its ability to integrate the potential of the entire community to address problems and exploit opportunities.

Undue reliance on stakeholders who appear to be most active.

Maximizing the value to be achieved by a cluster cannot be achieved by one organization no matter how committed and effective they may be. Economic clusters anywhere, not just the one emerging on the Gulf coast, are most effective when there is collaborative, inventive behavior among stakeholders to create beyond what any one can do. For example, USM is at this time a ubiquitous contributor across the Gulf but by itself cannot achieve what is necessary for the cluster nor should it be expected to.

Closing Thoughts

SeaAhead, Inc. was tasked in August, 2019 to come to the Mississippi Gulf Coast to assist in the creation of a narrative for a new blue economy cluster, highlighting Gulfport's role. After numerous meetings and tours with a wide range of stakeholders, it is clear that the region is well positioned to emerge as the next global blue economy cluster with the City of Gulfport's emerging Blue Economy Innovation District as the nexus.

The BEID is centered in a downtown that is on the move with the nation's newest aquarium as well as the extensive capital investments that continue at the Port of Gulfport. A true cluster will be formed when there are both physical and institutional networks to help catalyze convergence between the traditionally siloed stakeholders to make the whole greater than its parts. By working and investing together on the numerous initiatives, some of which are suggested in this report, and under the common cluster narrative, the Mississippi Gulf Coast can pro-actively integrate into the growth sectors of the global blue economy to create both knowledge-based and working class jobs that provide long-term economic resilience for its citizens.

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 _____, 2020, the following Resolution:

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

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

WHEREAS, Artisan Pyrotechnics, Inc. ("Artisan"), of Wiggins, Mississippi, was the only bid submitted after two bid solicitations and should be awarded the contract for the fireworks display for the City of Gulfport on (or about, if needed) July 4, 2020; and

WHEREAS, Artisan has provided the City with a proposed Contract concerning the said July 4, 2020, fireworks display in the City of Gulfport, which Contract is attached hereto as Exhibit "A" for your consideration; and

WHEREAS, award to and execution of the July 4th fireworks contract with Artisan is believed to be in the best interests of the City of Gulfport.

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

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

Section 2. That the award to and proposed Contract between Artisan and the City of Gulfport, attached hereto as Exhibit "A", be and the same is here by approved and the Mayor be and he is hereby authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2020.

(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 _____, 2020.

APPROVED:

_____

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: **Mary Collins, Procurement Specialist**

Date: February 18, 2020

Re: Fireworks Display – July 4, 2020
Department of Leisure services
Bids Requested 02-17-2020

On January 8, 2020, the Purchasing Office sent invitations for bids to 4 firms for the July 4, 2020 Fireworks Display with a due date of January 31; we received 1 bid.

On February 4, 2020, the Purchasing Office again sent invitations to bid the July 4, 2020 Fireworks Display with a due date of February 17, 2020; we again received only one response.

We request permission to issue a Purchase order and sign attached contract with Artisan Pyrotechnics, in the amount of $15,551.00 for Fireworks Display July 4, 2020. Please note that Artisan Pyrotechnics has been providing this service the City of Gulfport since 2006.

Thank you for your consideration.

City of Gulfport Bid Specification

Provide Fireworks & Display for Independence Day Celebration

Bert Jones Yacht Basin

The City of Gulfport is seeking bids to provide fireworks and display for the Independence Day Celebration on Saturday, July 4, 2020, 8:45 PM at Moses Pier. Bids will be received at the Procurement Department, 1410 24th Avenue, Gulfport, MS 39501 until 10:00 am on February 1, 2020. Bids can be received via fax at 228-868-5704 or email at mcollins@gulfport-ms.gov

	List of Effects
Quantity	
414	Total Finale Shells
1054	Total Display Shells
3664	Total Display Effects

PROGRAM COST $ 15,551.00

To include:

-Show must be shot from Moses Jetty – 560ft from spectators

-Show must last 20 minutes

-All Federal, State and Local permits

-Equipment, experienced and licensed fireworks technician

-Liability insurance coverage, naming the City of Gulfport as additionally insured in the amount of $5million

-Setup of fireworks displays and breakdown & cleanup of fireworks displays

Company/Firm Name	Artisan Pyrotechnics, Inc.
Authorized Representative- Print	Kenneth E. Manis, Jr.
Authorized Representative – Sign	
Address	PO Drawer 250, Wiggins, MS 39577
Phone Number	601-928-9454
Facsimile Number	601-928-9552
Email	jack@artisanpyro.com

ARTISAN PYROTECHNICS
"Artistry in the Night"

City of Gulfport Independence Day Celebration
July 4, 2020
PROGRAM A
List of Effects

LOW LEVEL

2 1000 Shot LIDU Flowers.
1 300 Shot Z shaped Rainbow Cannonade
2 8 x 3 Shot Fan Shaped Multi Color Peony.
2 8 x 3 Shot Fan Shaped Blue Chrys with Coconut Pistil
2 8 x 3 Shot Fan Shaped New Color Crossette
2 8 x 3 Shot Fan Shaped Crackling Crossette with Mine Tail.

2714 TOTAL INDIVIDUAL EFFECTS

MAIN BODY

Main Body 2 Inch Shells

72 Silver Fish with Silver Mine Whistle Tails

150 Assorted Mixed Chrysanthemums, Dahlias and Peonies

222 TOTAL MAIN BODY 2 INCH SHELLS

Main Body 2.5 Inch Shells

36 Assortment of Shells to Include Color Changing Peony, Brocade Crown, Silver Coconut Tree, Willow, Crackling Coconut Tree & Gold Strobe

36 Assortment of Shells to Include Silver Lion & Red Silver Chrysanthemum, Happy Stars, Brocade Crown Chrysanthemum, Peonies, Crackling Coconut, & Peony with Coconut Tree

36 Assortment of Shells to Include Red Chrysanthemum, Multicolor Crackle, Glittering, Comet, Whistle, & Titanium Salute

108 TOTAL MAIN BODY 2.5 INCH SHELLS

ARTISAN PYROTECHNICS
"Artistry in the Night"

City of Gulfport Independence Day Celebration
July 4, 2020
PROGRAM A
List of Effects

Main Body 3 Inch Shells

80 Special shells, including but not limited to: Purple Chrysanthemum, Green to Yellow Peony, Red Diadem, Silver Crown, Golden to Blue Peony, Red Dahlia, White Twinkling Chrysanthemum, Brocade Crown, Crackling Willow, Diadem Chrys to Strobing.

40 Deluxe special effect shells, including but not limited to: Green and Crackling Star, Silver Crown with Red Stars, Silver Peony with Blue Comets, Crackling Effect, Red Ring with Green Heart.

120 TOTAL MAIN BODY 3 INCH SHELLS

Main Body 4 Inch Shells

60 Special shells, including but not limited to: Silver Crown with Strobing Pistil, Yellow to White Flashing, Blue to Silver Glittering, Brocade Purple with Tail, Golden Diadem, Blue Wave, Red & Silver Chrysanthemum, Brocade Golden.

30 Deluxe special effect shells, including but not limited to: Red Willow with Green Stars, Golden Palm Tree, Cross Rings, Golden Kamuro, Green Coconut Tree, Ring Covered with Ring, Golden Palm Tree.

90 TOTAL MAIN BODY 4 INCH SHELLS

Main Body 5 Inch Shells

40 Special Effect shells including but not limited to: Silver Strobe, Gold Electric, Red Rays with Gold Glitter Palm, Purple Star Shell, Blue Green, Variegated, Gold Willow, Red/White/Blue, Red/Gold/Glitter, Blue-Silver Strobe.

20 Deluxe shells, including but not limited to: Red Willow with Report, Brocade Blue, Red Diadem to Green with Blue Pistil, Black Peach, Glittering Golden Peony with Glittering Comet, Blue Chrysanthemum, Purple Diadem to Green, Brocade Yellow.

60 TOTAL MAIN BODY 5 INCH SHELLS

ARTISAN PYROTECHNICS
"Artistry in the Night"

City of Gulfport Independence Day Celebration
July 4, 2020
PROGRAM A
List of Effects

Main Body 6 Inch Shells

27 Special Effect shells including but not limited to: Silver Strobe, Gold Comets, Red Star Shell, Purple Star Shell, Screech Owls, Snapdragons, Gold Willow, Red/White/Blue, Red/Gold/Glitter, Serpent's Nest.

13 Deluxe imported shells, including but not limited to: Blue Diadem to Red with Silver Pistol, Red to Silver to Blue Brocade, Golden Chrysanthemum, White Strobe with Report, Red Plum, Falling Leaves, Silver Willow, Brocade Crown, Red Rain.

40 TOTAL MAIN BODY 6 INCH SHELLS

Main Body 8 Inch Shells

2 Deluxe imported shells, including but not limited to: Blue Diadem to Red with Silver Pistol, Red to Silver to Blue Brocade, Golden Chrysanthemum, White Strobe with Report, Red Plum, Falling Leaves, Silver Willow, Brocade Crown, Red Rain.

2 TOTAL MAIN BODY 8 INCH SHELLS

GRAND FINALE

Grand Finale 2 Inch Shells

150 2" Golden Brocade Cown Shells

150 TOTAL FINALE 2 INCH SHELLS

Grand Finale 2.5 Inch Shells

72 Deluxe Titanium Heavy Reports specifically designed for loud, audible effect

72 TOTAL FINALE 2.5 INCH SHELLS

ARTISAN PYROTECHNICS
"Artistry in the Night"

City of Gulfport Independence Day Celebration
July 4, 2020
PROGRAM A
List of Effects

Grand Finale 3 Inch Shells

120 Imported shells specially designed for 'Grand Finale' consisting of Multi-Colored Peonies and Chrysanthemums.

120 TOTAL FINALE 3 INCH SHELLS

Grand Finale 4 Inch Shells

30 Imported shells specially designed for 'Grand Finale' consisting of Multi-Colored Peonies and Chrysanthemums.

30 TOTAL FINALE 4 INCH SHELLS

Grand Finale 5 Inch Shells

20 Imported shells specially designed for 'Grand Finale' consisting of Multi-Colored Peonies and Chrysanthemums.

20 TOTAL FINALE 5 INCH SHELLS

Grand Finale 6 Inch Shells

20 Imported shells specially designed for 'Grand Finale' consisting of Multi-Colored Peonies and Chrysanthemums.

20 TOTAL FINALE 6 INCH SHELLS

Grand Finale 8 Inch Shells

2 Imported shells specially designed for 'Grand Finale' consisting of Multi-Colored Peonies and Chrysanthemums.

2 TOTAL FINALE 8 INCH SHELLS

414 TOTAL FINALE SHELLS
1056 TOTAL DISPLAY SHELLS
3770 TOTAL DISPLAY EFFECTS

PROGRAM A
$15,551.00

ARTISAN PYROTECHNICS, INC. RESERVES THE RIGHT TO SUBSTITUTE ANY OF THE ABOVE LISTED SHELLS WITH THOSE OF EQUAL VALUE.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/19/2020

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

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

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

CONTACT NAME: Kristy Wolfe
PHONE (A/C, No, Ext): 308-382-2330 FAX (A/C, No):
E-MAIL ADDRESS: kwolfe@ryderinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SCOTTSDALE INS CO	41297
INSURER B : NATIONAL CAS CO	11991
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Artisan Pyrotechnics Inc
PO Box 250
Wiggins MS 39577

COVERAGES **CERTIFICATE NUMBER:** 797055596 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CPS3244932	1/20/2020	1/20/2021	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY			ZBO0001217	1/20/2020	1/20/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			CXS0013551	1/20/2020	1/20/2021	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.
The City of Gulfport and the State of Mississippi for their Independence Celebration fireworks display at Moses Jetty on July 4, 2020.

CERTIFICATE HOLDER

City of Gulfport
PO Box 1780
Gulfport MS 39577

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss. Additional Premium is Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

a. Currently in effect or becoming effective during the term of the policy; and

b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item **2. Exclusions** of **SECTION I—COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.

4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.

5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

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a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, inspection, architectural or engineering activities.

6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

AUTHORIZED REPRESENTATIVE DATE

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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 _____, 2020, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AND AUTHORIZE EXECUTION OF LEASE AGREEMENT WITH THE BOYS & GIRLS CLUB OF THE GULF COAST, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport own improved real property located on 19th Street, hereinafter "the premises", in the City of Gulfport, Mississippi, a portion of which is not presently needed for any valid municipal purpose and which is, therefore, surplus municipal real property; and

WHEREAS, the Boys & Girls Club of the Gulf Coast (hereinafter, "BGCGC")has identified, in the City of Gulfport, the need for additional safe and positive out-of-school support for Gulfport's youth; diverse enrichment activities for youth; and affordable and flexible afterschool care that is accessible and accommodating for all families; and

WHEREAS, the BGCGC, which presently provide programming, activities and services for 780 boys and girls at its Forest Heights Center in Gulfport, has expressed an interest in providing similar programming for additional children in other parts of our community, in particular, The Quarters, Magnolia Grove, Gaston Point and Soria City, and has requested use of the City's 19th Street Community Center, which is presently unmanned and is not presently required or needed for any valid municipal purpose, to provide such programming; and

WHEREAS, the City believes that the lease of the said surplus property (i.e., the 19th Street Community Center building) to the BGCGC, pursuant to the proposed Lease Agreement attached hereto as Exhibit "A", in support of a social and community service program such as that contemplated by *Miss. Code Ann*. § 21-19-65 and offered by the BGCGC (child care facilities) is in the best interest of the City of Gulfport.

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

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

Section 2. That the proposed Lease Agreement the Boyd & Girls Club of the Gulf Coats, as attached hereto as Exhibit "A" be, and it is hereby approved, and the Mayor is hereby authorized to sign and execute and deliver said Lease Agreement on behalf of the City of Gulfport, Mississippi.

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

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2020.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2020.

MAYOR

STATE OF MISSISSIPPI

COUNTY OF HARRISON

LEASE AGREEMENT

THIS AGREEMENT entered into and executed in the City of Gulfport, Mississippi, on the dates hereinafter set forth by and between the CITY OF GULFPORT, MISSISSIPPI, also hereinafter referred to as "Landlord" or "City", and BOYS & GIRLS CLUB OF THE GULF COAST, also hereinafter referred to as "TENANT" for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESSETH THAT:

WHEREAS, the City owns certain real property located on 19th Street in the City of Gulfport and described in Exhibit "A" hereto which is not presently used for any valid municipal purpose and is, therefore, surplus municipal real property; and

WHEREAS, the BOYS & GIRLS CLUB OF THE GULF COAST has expressed an interest in leasing the surplus municipal real property identified herein from the City for a three (3) year term for use as a center for afterschool and out of school programs, services and activities for school aged children, and the City desires to lease the same to the BOYS & GIRLS CLUB OF THE GULF COAST for said purpose, and finds that the lease contemplated and set forth herein is in the best interest of the City of Gulfport; and

NOW THEREFORE, for the purpose hereinabove recited, and pursuant to authority granted under Miss. Code Ann. § 21-17-1(8) and § 21-19-65, the City of Gulfport does hereby agree to lease the real property described and shown in Exhibit "A" hereto (hereinafter, "the Leased Premises" or "Premises") for use by the BOYS & GIRLS CLUB OF THE GULF

COAST as a center for afterschool and out of school programs, services and activities for school aged children. Accordingly, the parties covenant and agree as follows, to wit:

1. Term. The term of the Lease Agreement shall be for three (3) years commencing January 22, 2020, and ending at midnight on January 21, 2023, unless sooner terminated as hereinafter provided. Except as herein provided, Tenant shall not sub-let the Lease Premises during the term of the Lease Agreement. Upon and after expiration of the term, the lease shall continue on a month to month basis until such time as it is terminated by either party upon thirty (30) days written notice to the other party or extended according to terms then mutually acceptable to the parties and agreed to in writing.

2. Early termination. This Lease Agreement may be terminated, prior to its expiration, upon the following conditions or occurrences:

- **a.** Mutual termination. Where the parties mutually agree, in writing, to terminate the agreement, it may be terminated as of a date agreed to by the parties.
- **b.** Tenant may terminate this Lease Agreement at any time upon sixty (60) days notice.
- **c.** City may terminate this Lease Agreement at any time upon sixty (60) days notice.
- **d.** For cause. The City may terminate this Agreement and retake possession of the premises by giving Tenant written notice of termination and to surrender the premises for any of the following reasons:
  - i. Tenant ceases to use the Leased Premises as a center for afterschool and out of school programs, services and activities for school aged children and the cessation of use continues for a period of thirty (30) days or more after being presented with the written notice of termination by the City.
  - ii. Tenant is in default of any condition of this Agreement, and said default is not cured within thirty (30) days after being presented with the written notice of termination by the City in which the reason for default is specified.
  - iii. Tenant, for any reason, loses its tax exempt status (i.e., loses its status as a 501(c)(3) organization. In this event, the City may terminate this Agreement immediately.
- **e.** It is understood by both parties that, during the term of this Agreement, a new governing authority for the City of Gulfport will assume office on July 1, 2021. It is further understood that, as of July 1, 2021, this agreement shall become voidable by the newly elected governing authority unless ratified by such new governing authority.
- **f.** This Agreement shall be subject to reasonable force majure events.

3. Rent and Taxes. Upon proof that the Boys & Girls Club of the Gulf Coast is a "not-for-profit" corporation according to the laws of the State of Mississippi and that it has been granted "tax exempt status" by the Internal Revenue Service and upon proof, annually, of funds to be matched by the City via in-kind donation, pursuant to Miss. Code Ann. § 21-17-1(8) and § 21-19-65, the City shall waive any and all rent payments.

Should this Lease Agreement result in any taxes, including ad valorem taxes, being assessed to Tenant on its leasehold interest in the Leased Premises by any appropriate and duly authorized taxing authority, Tenant shall be solely responsible for the payment of the same.

4. Maintenance. Tenant shall maintain the leased premises and return it upon termination of the Lease in a clean and sanitary condition, and in a good state of repair, normal wear and tear excepted. Tenant shall properly dispose of all garbage and trash, and shall notify the City of Gulfport of any apparent structural hazard or dangerous condition existing within or without the facility. Tenant shall supervise the assembly of patrons/persons on the Leased Premises, and shall not allow more persons within the facility than are allowed by state and local laws, ordinances, and fire codes, and shall take immediate precaution and security measures to avoid imminent danger to life and health. City shall provide grounds maintenance (mow, edge and blow) for the Leased Premises. City shall have the right to inspect the premises at any time. Tenant alone shall ensure compliance with all applicable laws, statues, ordinances and regulations governing the operations that will be undertaken on the leased premises.

5. Improvements and Use. Any improvements or renovations to the property during the term of this Lease shall require plan approval by the City of Gulfport and shall become the property of the City upon termination of the lease. Tenant shall make the premises available for rental or usage by others for events, meetings and the like, according to terms agreeable to Tenant and the third party desiring to use the premises and shall make the premises available for use by the City, free of charge, within reason and where scheduling permits, for municipal events. While Tenant and its students may use the outdoor amenities in the area surrounding the building which is the subject of this lease (basketball court, baseball field, playground, splash pad, etc), it is understood that this Lease Agreement does not grant to Tenant *exclusive* use thereof.

6. Utilities. Tenant shall pay cost of use for electricity, water and gas and all other utility costs and fees, including, but not limited to, alarm monitoring, and any communication lines.

7. Insurance. Tenant shall maintain liability insurance coverage which applies to Tenant's activities, business, and other functions, on the leased premises, including general liability insurance, with a minimum policy limits of $1 million dollars to cover all activities, business and functions of Tenant at the leased premises. Tenant shall maintain workers compensation insurance, if required by law, and/or employees liability insurance, to the extent that it utilizes paid employees on or within the leased premises, and any and all other insurance it deems advisable or necessary for its property, employees, business, activities, and any liabilities and shall provide for the City of Gulfport as an additional named insured on all Tenant's policies. Tenant shall inform and notify Landlord in writing within fourteen (14) days of any claims of liability resulting from the use of the leased premises. Tenant shall provide proof of

coverage. Within thirty (30) days of annual expiration of tenant's insurance policy(ies), Tenant shall provide City with proof of renewal or proof of coverage by a different carrier.

8. Indemnity. To the extent allowed by law, the BOYS & GIRLS CLUB OF THE GULF COAST, 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 the BOYS & GIRLS CLUB OF THE GULF COAST, and/or its agents, servants, employees, visitors, invites, guests, and representatives, including, but not limited to, those asserted as negligent, gross negligent, and/or intentional. Only to the extent that the City is authorized by the laws of the State of Mississippi, and without waiving any constitutional, statutory, or common law defenses, immunities, or exemptions from liability, including, but not limited to, those set forth in Miss. Code Ann. § 11-46-9(1) (Rev. 2001), the City agrees to defend, indemnify, and hold harmless the BOYS & GIRLS CLUB OF THE GULF COAST, with respect to or from and against all claims, demands, causes of actions, lawsuits, judgments, and orders arising out of or as a result of negligent acts or omissions of the City.

9. Notice. Any official written notices required to be given under this Lease shall be hand delivered or mailed by U.S. Mail to the following:

Landlord:

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

Tenant:
Boys & Girls Club of the Gulf Coast
Attn: Keva Scott
P.O. Box 2804
Gulfport, MS 39505

Also, for unofficial notices, and requests, Tenant may notify Landlord by contacting the Office of the Chief Administrative Officer, telephone number 868-5770.

10. Nondiscrimination. Landlord and Tenant agree not to discriminate because of race, color, religion, sex, age, national origin, disability, or status as a Vietnam Veteran, as defined and prohibited by applicable law, and that they will operate as Equal Opportunity Employers in compliance with applicable federal, state and local laws, ordinances, and regulations.

11. Severability; Non-Endorsement. If any word, clause, sentence, paragraph, condition, provision, or term of this agreement is or hereafter becomes legally unenforceable, the same shall be severed from this agreement, and all remaining provisions of this agreement shall be unaffected, and shall be interpreted in accordance with the express written intention of this Lease Agreement. It is further understood by the parties that Landlord exercises no view or position concerning and does not sponsor, endorse, or adopt the beliefs, opinions, or philosophies of Tenant and the execution, enforcement, and administration of, or any performance in accordance with this Agreement, and/or any use or occupancy of the leased premises by Landlord, Tenant, or any other person or entity shall not in any way be construed or interpreted as Landlord's sponsorship, endorsement, or adoption of such beliefs, opinions, or philosophies.

12. Non-Waiver. In the event Landlord fails to enforce any provision of this Lease, it shall not thereby be construed to waive its right of enforcement thereof at some later time.

13. Amendment. This Lease Agreement may be amended only by written instrument approved by Landlord and Tenant. Amendments hereto shall be effective as of the date of passage by the municipal governing authority.

14. Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant relating to the lease of the Leased Premises and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. This Lease Agreement supersedes any covenant appurtenant to or involving the Leased Premises or the property on which it is located.

15. Authority and Guarantee. The Undersigned represent that they have full power and authority to enter into this agreement on behalf of the Landlord and Tenant and that they enter into this agreement, on behalf of said entities, with full knowledge and understanding of the terms and conditions contained herein.

IN WITNESS WHEREOF as duly authorized:

Landlord:

CITY OF GULFPORT, MISSISSIPPI

By: _____ Attest: _____
Billy Hewes, Mayor Gerard Bellocq, Clerk

Dated:_____, 2020

Tenant:

BOYS & GIRLS CLUB OF THE GULF COAST

By: _____
Keva Scott, Chief Executive Officer

Dated: _____, 2020

By: _____
Carlos Bell, Board Chairman

Dated: _____, 2020

Exhibit "A"

The Building located in Block 118 of Original Gulfport which is commonly referred to as the 19th Street Community Center according to the terms of this Lease Agreement and reasonable use of the area north of the building for building access. Other than as stated herein, the grounds and outdoor amenities surrounding the aforementioned Building are specifically NOT included in the Leased Premises.

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 _____, 2020, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE Letter AGREEMENT WITH COAST ELECTRIC POWER ASSOCIATION, TO AUTHORIZE THE MAYOR AND DIRECTOR OF LEISURE SERVICES TO EXECUTE SAID AGREEMENT, AND FOR RELATED PURPOSES

WHEREAS, from time to time, as emergency circumstances require, Coast Electric Power Association ("CEPA") requires use of large paved areas to use as staging areas for emergency power restoration efforts; and

WHEREAS, the parking area at the Lyman Community Center fulfills the needs of CEPA during an emergency situation; and

WHEREAS, should the City grant CEPA permission to use the parking area at the Lyman Community Center fields, via execution of the proposed Letter Agreement attached hereto as Exhibit "A", CEPA agrees to return the parking lot to its pre-use condition once CEPA vacates the parking lot; and

WHEREAS, the proposed Letter Agreement is attached as **Exhibit "A"** for your review and consideration.

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

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

Section 2. That the Letter Agreement be and it is hereby approved in substantially the same form as is found in **Exhibit "A"** to this resolution and found to be in the best interests of the City of Gulfport, and the Mayor and Director of Leisure Services are, 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 _____, 2020.

(SEAL)

ATTEST:

_____
CLERK OF THE COUNCIL

ADOPTED:

_____
F. B. "RUSTY" WALKER, PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the _____ day of _____, 2020.

APPROVED:

_____
BILLY HEWES, MAYOR

Coast Electric
POWER ASSOCIATION
A Touchstone Energy® Cooperative

Headquarters
18020 Highway 603
Kiln, MS 39556
PO Box 2430
Bay St. Louis, MS 39521
228-363-7000
1-877-769-2372

www.coastepa.com

February 5, 2020

To: **Gus Wesson**
Director of Leisure Services

From: **Tyler Green**
Residential Energy Representative

Dear Mr. Wesson:

Coast Electric Power Association appreciates your willingness to work with us during hurricane season and allowing us to reserve the Lyman Community Center in the past several years. This relationship has been very important to us and we look forward in continuing it during the 2020 storm season.

We would like reserve the Lyman Community Center in the event of a hurricane landfall. We believe that with the use of the Lyman Community Center facilities and parking lot to ensure we will have ample space to feed and park as many crews needed. We would like to have the permission to keep the Lyman Community Center reserved for the duration of the restoration period where we would have visiting line crews needing to be housed and fed. The time frame would depend on the storm severity and the area would be returned to the state in which we initially found it.

Sincerely,

Tyler Green
P.O. Box 3302
Gulfport, MS 39505-3302
(228) 539-5720
Cell: 218-6346

Approval _____ (please sign)
Gus Wesson

LexisNexis Risk Solutions Government Application & Agreement

The information submitted on this Application will be used to determine the applicant's eligibility for accessing the services and products of LexisNexis Risk Solutions FL Inc. and its affiliates (hereinafter "LN"). To avoid delay, please provide all information requested. By submitting this Application, the applicant hereby authorizes LN to independently verify the information submitted and perform research about the individuals identified. Acceptance of this Application does not automatically create a business relationship between LN and the applicant. LN reserves the right to reject this Application with or without cause and to request additional information. Applicant acknowledges and understands that LN will only allow applicant access to the LN Services if applicant's credentials can be verified in accordance with LN's internal credentialing procedures.

Section I – Agency Information – please do not use abbreviations	
Full legal name of agency:	Main phone number for address*: *If this is a cell, additional documents may be required
If this application is for an additional account, Parent account number:	Fax number:
Physical Address where LN services will be accessed – P.O. Box/Mail Drops cannot be accepted (street, city, state, zip):	Previous address if at the current address less than 6 mos:
Website address:	External Agency IP Address (https://www.whatismyIP.com):
External Agency IP Range – From:	External Agency IP Range – To:

Agency information:		
☐ Federal Government	☐ Federal Law Enforcement	☐ Local/Municipal Government
☐ State Government	☐ State Law Enforcement	☐ Local/Municipal Law Enforcement
☐ Other (please explain):		

Section II – Administrator and Main Contact Information **(for additional administrators, please provide additional sheets)**	
Product Administrator or Main Contact (first & last name):	Title:
E-Mail Address:	Admin IP Address:
Required for local and municipal agencies:	
Administrator Home Address (street, city, state, zip):	Administrator Date of Birth:

Section III – Billing Information	
Billing Contact (first & last name): check here if same as Administrator ☐	Title:
Billing Address (street, city, state, zip):	Telephone:
E-Mail Address:	Sales Tax Exempt: ☐ No ☐ Yes – please provide proof of exemption
Do you require a PO number on invoice:	
☐ No ☐ Yes If Yes, provide PO Number:	

Section IV – Business-to-Business Vendor Reference	
Required for local and municipal agencies:	
Company Name:	Contact:
Business Address (street, city, state, zip):	Contact Phone Number:
E-mail Address:	Account Number (if applicable):

Section V – Site Visits	
Site visits may be required to assure Applicant eligibility for LN products or services. By submitting this Application, Applicant agrees to authorize a site visit by LN or its approved third-party, and agrees to cooperate in its completion. If the contact for coordinating the site visit is not identified above as the Administrator, please provide the site visit contact's information below:	
Contact Name:	Contact Phone:
Contact Email Address:	

Section VI – Terms and Conditions
Terms and conditions governing the use of the LN Services are available online at http://www.lexisnexis.com/risk/masterterms/government and are incorporated into this Application & Agreement by reference as if stated in full herein. By signing below Applicant expressly certifies it has read the additional terms and conditions and agrees to be bound by them.

Signature	
I HEREBY CERTIFY that I am authorized to execute this Application & Agreement on behalf of the Agency listed above and that I have direct knowledge of the facts stated above.	
Applicant Signature:	Date Signed:
Applicant Name:	Title:

NON-FCRA PERMISSIBLE USE CERTIFICATION

Customer (Company) Name: _____
DBA: _____
Address _____ **City, State, Zip:** _____
Contact Name: _____ **Phone:** _____

REQUIRED Please describe your purpose of use: _____

Definitions. Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA")
Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA")

Law Enforcement Agencies Only: Review and, if appropriate, certify to the following: Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA. To certify, check here: ☐ Proceed to SECTION 3. QUALIFIED ACCESS

SECTION 1. GLBA EXCEPTION/PERMISSIBLE PURPOSE - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

☐ No applicable GLBA exception/permissible use. Proceed to SECTION 2. DPPA PERMISSIBLE USES

(At least one (1) must be checked to be permitted access to GLBA data)

☐	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
☐	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
☐	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
☐	In required institutional risk control programs.
☐	In resolving consumer disputes or inquiries.
☐	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
☐	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
☐	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
☐	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

SECTION 2. DPPA PERMISSIBLE USES - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

☐ No permissible use. Proceed to SECTION 3. QUALIFIED ACCESS

(At least one (1) must be checked to be permitted access to DPPA data)

☐	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
☐	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— **(A)** to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and **(B)** if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
☐	Use by a government agency, but only in carrying out its functions.

☐	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
☐	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
☐	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
☐	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
☐	For use in providing notice to the owners of towed or impounded vehicles.
☐	For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described above only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

SECTION 3. QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

☐ Customer is **NOT** requesting access to QA Data. Proceed to SECTION 4. DEATH MASTER FILE

☐ Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data? _____

SOCIAL SECURITY NUMBERS

☐ Not an authorized user. Proceed to DRIVER'S LICENSE NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

☐	Federal, state or local government agency with law enforcement responsibilities.
☐	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
☐	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
☐	Collection department of a creditor.
☐	Collection company acting on behalf of a creditor or on its own behalf.
☐	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

☐	Location of suspects or criminals.
☐	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
☐	Location of individuals alleged to have failed to pay taxes or other lawful debts.
☐	Identity verification.
☐	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

DRIVER'S LICENSE NUMBERS

☐ Not an authorized user. Proceed to SECTION 4. DEATH MASTER FILE

1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)

☐	Federal, state or local government agency with law enforcement responsibilities.

☐	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
☐	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
☐	Collection department of a creditor.
☐	Collection company acting on behalf of a creditor or on its own behalf.
☐	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)

☐	Location of suspects or criminals.
☐	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
☐	Location of individuals alleged to have failed to pay taxes or other lawful debts.
☐	Identity verification.
☐	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

SECTION 4. DEATH MASTER FILE

For access to Limited Access DMF Data only.

☐ No permissible purpose. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS

I. Definitions. For purposes of this Certification, these terms are defined as follows:

a. DMF Agreement: The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The DMF Agreement form is found at www.lexisnexis.com/risk/DMFDocuments.

b. Certification Form: The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is found at www.lexisnexis.com/risk/DMFDocuments.

c. DMF: The federal Death Master File.

d. NTIS: National Technical Information Service, U.S. Department of Commerce

e. Open Access DMF: The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Certification but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.

f. Limited Access DMF: Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Certification governs Customer's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

II. Certification.

Customer's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Customer hereby certifies that it has the indicated permissible purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

(a) Such Customer has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Customer's use):

☐ **Legitimate Fraud Prevention Interest:** Customer has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.

☐ **Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty:** Customer has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Certification is:

☐ Fraud Prevention and identity verification purposes

- ☐ For uses permitted or required by law
- ☐ For uses permitted or required by governmental rules
- ☐ For uses permitted or required by regulation
- ☐ For uses necessary to fulfill or avoid violating fiduciary duties

and

(b) Customer has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and

(c) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

III. Flow-down Agreement Terms and Conditions

The Parties agree to follow the Flow-down Agreement Terms and Conditions found at www.lexisnexis.com/risk/DMFDocuments, which are incorporated into this Certification by reference.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I have direct knowledge of the facts stated above and that I am authorized to execute this Certification on behalf of the Customer listed above.

CUSTOMER:

Signature _____

Print Name _____

Title _____

Dated _____ (mm/dd/yy)

January 10, 2020

LexisNexis Risk Solutions

SCHEDULE A
Accurint for Law Enforcement
(Subscription)

Customer Name: **GULFPORT POLICE DEPARTMENT**
Billgroup #:
LN Account Manager: **Casey Engelhardt**

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Law Enforcement services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM
The term of this Schedule A will be 12 months beginning February 1, 2020 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES:
2.1 Minimum Payment: Customer shall pay to LN each month a flat rate commitment in the amount of $274.00 (the "Flat Rate Commitment"). The Flat Rate Commitment shall include any fees to be paid by Customer for its access and use of any of the LN Services listed herein.
2.2 User ID's: During the Initial Term or any Renewal Term, Customer shall be granted an unlimited number of Accurint for Law Enforcement User IDs.
2.3 Transactional Fees: The attached Price Schedule lists the currently available searches and reports ("Features"), as well as their respective prices ("Transactional Fees"). If during any given month Customer's combined actual use of the LN services listed herein ("Actual Use") exceeds $548.00 (the "Cap"), Customer will be charged the Transactional Fees in effect at that time for all searches and reports in excess of the Cap.
2.4 Features Not Included: The following Features ("Excluded Features") are not included in the Flat Rate Commitment and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

Bankruptcy Docket Sheet
Bankruptcy Documents
Canadian Phones
Court Search Wizard
Dun & Bradstreet Records
Dun & Bradstreet Search
DE Corporation Search and Report
Email Search
FCRA Credit Reports
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report
News Searches
Online Batch
Property Deed Image

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Real Time Person Search
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

Some Excluded Features listed herein may not appear available to Customer via the LN Services.
2.5 Fee Increases: At the end of each 12-month period ("Year"), the Flat Rate Commitment and Cap will be increased 0.00 %.

3. EXPIRATION
Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **January 24, 2020**.

4. CONFIDENTIAL INFORMATION
This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: GULFPORT POLICE DEPARTMENT

Signed: _____

Name: _____

Title: _____

Date: _____

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Accurint for Law Enforcement

(Updated September 5, 2019)
(Plan 58)

(Pricing is per hit unless otherwise indicated. All features priced $0.35 or less are not discountable, in addition to any feature indicated as not discountable)

Price Schedule (Subscription Use Cap)	
ACCURINT FOR LAW ENFORCEMENT FEATURES	**PRICE**
Advanced Motor Vehicle Search (charged per search)	$1.00
Advanced Person Alerts Update	$0.35
Advanced Person Search	$0.75
Automated Valuation Model (AVM) Report	$5.00
American Board Of Medical Specialties Search	$1.00
American Board Of Medical Specialties Report	$5.00
Associates ("Next Steps")	$1.00
Bankruptcies, Liens & Judgments Search (charged per search)	$0.50
Bankruptcy Search (charged per search)	$0.25
Bankruptcy Report	$1.00
Bankruptcy Docket Sheet ($0.50 For First 5 Pages & $0.20 Per Page Thereafter) (not discountable)	$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of $6 Per Document) (not discountable)	$0.20
Boolean Search	$2.00
Business Credit (charged per search) (not discountable)	$0.25
Business Credit Report	$20.00
Business Search (charged per search) (not discountable)	$0.35
Businesses In The News (not discountable)	$5.00
Canadian Phones	$0.40
Case Audit Compliance	$0.00
Case Connect Deconfliction Alerts	$0.00
Civil Courts Search (Report Included) (charged per search)	$2.00
CLIA Report	$0.25
Concealed Weapons Permit	$0.25
Corporation Filings (Report Included Except In Delaware)	$1.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	$40.00
-County Criminal - 7 Year (not discountable)	$25.00
-County Criminal - 10 Year (not discountable)	$30.00
-Federal Division Civil - 7 Year (not discountable)	$16.00
-Federal Division Civil - 10 Year (not discountable)	$25.00
-Federal Division Criminal - 7 Year (not discountable)	$16.00
-Federal Division Criminal - 10 Year (not discountable)	$25.00
-Statewide Criminal (not discountable)	$24.00
Criminal Records (charged per search)	$1.00
Criminal Records Report	$1.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

DEA Controlled Substances License Search	$0.25
Death Records (charged per search)	$0.25
Death Records Report (charged per search)	$1.00
Delaware Corporations (not discountable)	$1.00
Delaware Corporations Report (not discountable)	$11.00
Disclosed Entity Service (charged per search) (not discountable)	$5.00
Driver Licenses	$0.75
Dun & Bradstreet (not discountable)	$0.25
Email Search	$0.40
FAA Aircraft (Report Included)	$0.25
FAA Pilots (Report Included)	$0.25
Federal Civil Court Records Search (charged per search)	$2.00
Federal Criminal Court Records Search (charged per search)	$3.00
Federal Firearms & Explosives	$0.25
Federal Employer ID Numbers (FEIN)	$0.50
Fictitious Business Name	$0.50
Foreclosures Search (Report Included)	$1.00
Hunting/Fishing Licenses	$0.25
Identity Authenticate (charged per search)	$1.25
Identity Verification (charged per search)	$0.60
Internet Domains	$0.25
Law Enforcement Location Report (charged per search)	$1.00
Liens & Judgments (charged per search)	$0.25
Liens & Judgments Report	$1.00
Marriages / Divorces Search	$1.00
Motor Vehicles Search	$0.75
Motor Vehicles Report	$1.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	$5.00
** Coverage and state fees are available in the product and are subject to change	--
MVR Wildcard Search	$1.00
National Motor Vehicle Accident Search & Report (not discountable)	$3.00
National UCC Filings (Report Included)	$1.00
NCPDP (National Council for Prescription Drug Programs) Search (charged per search)	$0.50
NCPDP (National Council for Prescription Drug Programs) Report (charged per search)	$1.50
Neighbors ("Next Steps") (not discountable)	$0.25
NPI Data Search (not discountable)	$0.25
NPI Report	$0.50
Official Records Search (Report Included)	$0.25
Passport Validation (charged per search)	$1.00
People At Work Search	$1.00
People In The News (not discountable)	$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	$3.00
-51 - 250	$15.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-251 - 500	$30.00
-501 - 1,000	$60.00
-1,001 - 5,000	$300.00
-5,001 - 25,000	$1,500.00
-25,001 - 100,000	$6,000.00
Professional Licenses (Report Included) (charged per search)	$1.00
Property Assessment Search	$1.00
Property Assessment Report	$1.00
Property Deed Search	$1.00
Property Deed Report (excluding Deed Image)	$1.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	$8.00
Property Search (Property Assessments, Deeds & Mortgages)	$2.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	$2.00
Provider Search	$0.25
Provider Report	$5.00
Provider Report Card (charged per search)	$5.00
Provider Sanction Search (charged per search)	$0.25
Provider Sanction Report	$5.00
Real Time Person Search (charged per search)	$3.50
Real Time Phone Search	$0.50
Relatives ("Next Steps")	$1.00
Relatives, Neighbors & Associates ("Next Steps")	$2.00
Relavint Visual Link Analysis (Per Diagram) (not discountable)	$2.00
Satellite Image Search	$0.00
Sexual Offenders (Report Included) (charged per search)	$1.00
USA Patriot Act (charged per search) (not discountable)	$0.25
Virtual Identity Search & Report	$2.00
Voter Registrations	$0.25
Watercraft	$0.50
Watercraft Report	$1.00
WorkPlace Locator (not discountable)	$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	$3.50
Business Link Report (charged per search)	$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	$6.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	$3.50
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN	$3.50

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	$0.50
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	$0.50
Additional Report Options:	--
-Bankruptcy (charged per search)	$1.00
-Businesses At Address	$0.25
-Concealed Weapons Permit Search	$0.25
-Criminal Records Search (charged per search)	$1.00
-Criminal Records Report	$1.00
-Driver Licenses At Address	$0.75
-Hunting/Fishing License Search	$0.25
-Liens And Judgments (charged per search)	$0.25
-Motor Vehicles Registered At Address	$0.75
-Neighborhood Profile (2010 Census)	$0.50
-Neighbors At Address	$0.25
-Property Ownership Current / Previous	$1.00
-Sexual Offenders Search (Report Included) (charged per search)	$1.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	$0.50
Additional Report Options:	--
-Associated Businesses	$1.00
-Associated People	$1.00
-Bankruptcy (charged per search)	$1.00
-Business Registrations	$0.25
-Corporation Filings	$1.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.25
-Internet Domain Names	$0.25
-IRS 5500	$0.50
-Liens and Judgments (charged per search)	$0.25
-Motor Vehicles	$0.75
-Properties	$1.00
-UCC Filings	$0.50
-Watercraft	$1.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	$0.50
Additional Report Options:	--
-Associates	$1.00
-Bankruptcy (charged per search)	$1.00
-Criminal Records (charged per search)	$1.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-DEA Controlled Substances License Search	$0.25
-Driver Licenses Information	$0.75
-Email Search	$0.40
-Federal Firearms & Explosives License Search	$0.25
-Liens And Judgments (charged per search)	$0.25
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	$0.75
-National Motor Vehicle Accident Search & Report	$3.00
-Neighborhood Profile (2010 Census)	$0.50
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	$0.25
-People At Work	$1.00
-Phones Plus	$0.50
-Professional Licenses (Report Included) (charged per search)	$1.00
-Properties	$1.00
-Real Time Vehicle Registrations (charged per search) (not discountable)	$3.50
-Relatives (Up to 3 Degrees of Separation)	$1.00
-Sexual Offenders (charged per search)	$1.00
-Supplemental Data Sources (charged per search)	$1.00
-UCC Filings	$1.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	$0.50
Additional Report Options:	--
-Associated Businesses	$1.00
-Associated People	$1.00
-Bankruptcy (charged per search)	$1.00
-Business Phone Matches	$0.25
-Business Registrations	$0.25
-Corporation Filings	$1.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.25
-Internet Domain Names	$0.25
-IRS 5500	$0.50
-Liens And Judgments (charged per search)	$0.25
-Motor Vehicles	$0.75
-Properties	$1.00
-Sanctions	$0.50
-UCC Filings	$0.50
-Verification	$0.75
-Watercraft	$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	$0.00

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Associates	$0.00
-Bankruptcy (charged per search) (not discountable)	$0.25
-Business Address Summary	$0.25
-Business Affiliations	$0.50
-Business Phone Matches	$0.25
-DEA Licenses	$0.25
-Degrees	$0.00
-Education	$0.50
-Group Affiliations	$0.50
-GSA Sanctions (charged per search)	$0.50
-Hospital Affiliations	$0.50
-Liens And Judgments (charged per search)	$0.25
-Medical Licenses (charged per search)	$1.00
-Possible Criminal Records (charged per search)	$0.25
-Professional Licenses (charged per search)	$1.00
-Sanctions (Disciplinary) (charged per search)	$0.50
-Sexual Offenses (charged per search)	$1.00
-Specialties	$0.00
-Verification	$0.75
Online Batch	
Advanced Person Search	$0.50
Deceased Person	$0.25
Address (Single)	$0.13
Address (Multiple)	$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	$0.25
Waterfall Phone with Address (single)	$0.25
Waterfall Phone with Address (multiple)	$0.30
Address and/or Phone Confirmation (per input) (single)	$0.03
Address and/or Phone Confirmation (per input) (multiple)	$0.04
Phones Plus	$0.50
Real Time Phone Search	$0.50
Real Time Motor Vehicle Registrations	$1.50
Property - Add Up To Five Properties Owned By The Subject	$1.00
Consumer InstantID	$0.65
Consumer InstantID With Fraud Defender	$0.95
Consumer InstantID With Red Flags Rule	$0.90
Business InstantID	$1.30
Business InstantID With Fraud Defender	$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

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 _____, 2020, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AND AUTHORIZE EXECUTION AND DELIVER OF MEMORANDUM OF NON-EXCLUSIVE LICENSE AGREEMENT AND OTHER AGREEMENTS BETWEEN THE CITY OF GULFPORT AND SOUTHERN LIGHT, LLC, AND FOR RELATED PURPOSES

WHEREAS, Southern Light, LLC, also referred to as "Uniti Fiber," ("Licensee") seeks permission to locate infrastructure, to include fiber optic cables and related or associated equipment within conduit, pipes, and trenches underground along and within the City-owned Park south of U. S. Highway 90 in Gulfport, and to place and collocate two (2) small cell wireless facilities and associated infrastructure and equipment within other property owned by the City, to include the Lighthouse located along or near the Bert Jones Yacht Basin ("Harbor") south of U. S. Highway 90 and near or along the southern edge of the Park, including, without limitation, collocation of these small cell wireless facilities in accordance with ordinances and design guidelines adopted by the City; and

WHEREAS, in exchange of Licensee providing City twelve (12) strands of "dark fiber" for municipal use and the ability to locate perpetually a City-owned four inch (4") diameter conduit within a bore to be conducted within six (6) months of the date of the proposed Memorandum of Non-Exclusive License Agreement and Other Agreements ("Agreement") (see Exhibit "A" hereto) by Licensee and to run under U. S. Highway 90 from its northern side near its intersection with 23rd Avenue to the Park on its south side in the City of Gulfport, as well as other consideration and agreements as set out elsewhere therein, the City does desire to enter into the proposed Agreement with respect to the placement of such infrastructure and equipment on

or about the Site (as such term is defined in Exhibit "A" hereto) and within the Lighthouse (as such term is defined in Exhibit "A" hereto) and within certain enclosures and buildings on the site, and whereas the parties hereto have mutually agreed to the proposed Agreement pursuant and subject to all of the terms and conditions therein set forth.

WHEREAS, the Mayor and City Council are of the opinion that entry into the Memorandum of Non-Exclusive License Agreement and Other Agreements in the general form attached hereto as Exhibit "A" and subject to final approval of the City Attorney is in the best interest of the City of Gulfport.

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

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

Section 2. That the proposed Memorandum of Non-Exclusive License Agreement and other Agreements, be, and it is hereby approved in the general form attached hereto as Exhibit "A" and subject to final approval of the City Attorney , and the Mayor is hereby authorized to execute and deliver the same on behalf of the City of Gulfport, Mississippi.

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 _____, 2020.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2020.

_____

MAYOR

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

MEMORANDUM OF NON-EXCLUSIVE LICENSE AGREEMENT AND OTHER AGREEMENTS

This "Memorandum of Non-Exclusive License Agreement and Other Agreements" ("Agreement") is made this the _____ day of _____, 2020, by and between the City of Gulfport, Mississippi, a municipal corporation established according to the laws of the State of Mississippi, whose business address is Post Office Box 1780, Gulfport, MS 39502 (herein referred to as the "Licensor" or "City") and Southern Light, LLC, an entity incorporated in the State of _____ and licensed to do business and doing business in the State of Mississippi and whose business address is 107 St. Francis Street, Suite 1800, Mobile, Alabama 36602 (herein referred to as the "Licensee").

WHEREAS, Licensee seeks permission to locate infrastructure, to include fiber optic cables and related or associated equipment within conduit, pipes, and trenches underground along and within "Jones Park" south of U. S. Highway 90 in Gulfport, and to place and collocate two (2) small cell wireless facilities and associated infrastructure and equipment within other property owned by the City, to include the Lighthouse located along or near the Bert Jones Yacht Basin ("Harbor") south of U. S. Highway 90 and near or along the southern edge of Jones Park, including, without limitation, collocation of these small cell wireless facilities in accordance with ordinances and design guidelines adopted by the City; and

WHEREAS, in exchange of Licensee providing City twelve (12) strands of "dark fiber" for municipal use and the ability to perpetually locate a City-owned four inch (4") diameter conduit within a bore to be conducted within six (6) months of the date of this Agreement by Licensee and to run under U. S. Highway 90 from its northern side near its intersection with 23rd Avenue to "Jones Park" on its south side in the City of Gulfport, Mississippi, as well as other consideration as set out elsewhere herein, the City does desire to enter into this Agreement with respect to the placement of such infrastructure and equipment on or about the Site (as such term is hereinafter defined) and within the Lighthouse (as much term is hereinafter defined) and within certain enclosures and buildings on the site, and whereas the parties hereto have mutually agreed to this Agreement pursuant and subject to all of the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of, and subject to, the timely, faithful and full performance of all of Licensee's obligations hereinafter set forth, the parties mutually agree as follows:

1. **Definitions**

(a) The terms below have the following meanings for purposes of this Agreement, regardless of whether in the singular or plural:

(i) "Accessory Equipment" shall mean that minimum equipment needed and necessary to make the two (2) "Small Cell Wireless Facilities" to be located within the City's "Lighthouse" operate and function as small cell wireless facilities.

(ii) "Agreement" shall mean this "Memorandum of Non-Exclusive License Agreement and Other Agreements and all of its adopted and incorporated parts and exhibits.

(iii) "Equipment" shall mean and include all Small Cell Wireless Facilities, as the same is defined and understood in Section 12-62 of the City's Code of Ordinances, and related equipment needed and required to make the same operational by Licensee. "Equipment" shall not mean and shall not include a "macro tower," a "cell tower," or a "distributed antenna system" or any facility, system, or infrastructure synonymous with the same. It is expressly understood that nothing in this Agreement shall grant or convey Licensee any rights or permission to install, construct, place, locate, attach, or operate a macro tower, cell tower, or distributed antenna system.

(iv) "Harbor" shall mean the "Bert Jones Yacht Basin" (also often referred to as the "Bert Jones Small Craft Harbor") owned by the City of Gulfport, Mississippi and generally located south of U. S. Highway 90.

(v) "Lighthouse" shall mean the four (4) story structure (with the "first floor" being considered ground level parts of this structure) and all of its parts that are located at or about 30.364984 N , -89.089677 W (GPS coordinates) within City-maintained property often referred to as "Jones Park" and adjacent to or near the northern edge of the City's Harbor.

(vi) "Site" shall be synonymous with "Premises" and shall mean locations on, in, under, and above property owned by the City of Gulfport and more particularly described as being the area of "Jones Park" from the southern edge of right-of-way of U S. Highway 90 south of 23rd Avenue in Gulfport, Mississippi and south to the "Lighthouse" that is located along the northern part of the City's Bert Jones Harbor Basin. It is the intention of the parties to attach to this Agreement as Exhibit "A" a map depicting the areas that generally and yet more particularly set out the area of the "Site."

(vii) "Small Cell Wireless Facility" (and "SCWF") shall mean that as defined, set forth, and understood in § 12-62 of the City's Code of Ordinances.

(b) Definitions of words and phrases provided in § 12-62 of the City's Code of Ordinances and rules, policies, and regulations issued in accordance therewith shall apply to this Agreement unless expressly provided or expressly stated differently herein or unless the context indicates otherwise.

2. **Purpose and Intent; Scope**

(a) **Intent**. It is the intent of the parties that the following be memorialized, set forth, and occur in this Agreement:

(i) the City grant to Licensee a non-exclusive license to construct, install, locate, and attach one Small Cell Wireless Facility with approved Accessory Equipment in a location and in a manner approved in advance by the City in the northern window on the second floor of the Lighthouse and to construct, install, locate, and attach one Small Cell Wireless Facility with approved Accessory Equipment in a location and in a manner approved in advance by the City in the northern window on the third floor of the Lighthouse; and that Licensee be issued and granted right of entry to access the Lighthouse to maintain and operate SCWFs and Accessory Equipment as permitted and in accordance with this Agreement. The drawing attached to this Agreement as Exhibit "B" generally depicts and shows the locations of these two (2) SCWFs.

(ii) the City grant to Licensee a non-exclusive license to construct, install, and locate fiber optic cable that will connect from existing conduit or cables owned by the Licensee within the southern edge of the right-of-way of U. S. Highway 90 on its south side from the intersection of 23rd Avenue and U. S. Highway 90 in the City of Gulfport, Mississippi and be buried underground and under City-maintained property (generally referred to as "Jones Park") in a path determined by Licensee but subject to approval in advance by the City, and which fiber optic cable will generally run in a southerly direction and ultimately connect to the City's Lighthouse at its southern terminus, with the locations and manners of the same subject to advance approval by the City; and that Licensee be issued and granted right of entry to access such Equipment and infrastructure to maintain and operate the same as permitted and in accordance with this Agreement. The map attached to this Agreement as Exhibit "A" generally depicts and shows a possible proposed path and location of this buried conduit and cable, which the parties understand may change as existing City and utility infrastructure that is underground or at ground surface is located while the Licensee performs its due diligence in attempting to work with the City to gain its ultimate approval on such path and location. The map depicted in Exhibit "A" is intended to be illustrative of a possible proposed path and is not intended to demonstrate the City's approval of the same at this stage.

(iii) the City grant to Licensee a non-exclusive license to construct, install, locate, and attach the minimum approved Equipment needed and

necessary to connect the buried fiber optic cable that is to be located beneath City-maintained property as described above in Paragraph 1(a)(ii) with the SCWFs to be located within the Lighthouse as described above in Paragraph 1(a)(i), with the locations and manners of the same subject to being approved in advance by the City; and that Licensee be issued and granted right of access to such Equipment to maintain and operate the same as permitted and in accordance with this Agreement.

(iv) the City being permitted to construct and install and perpetually locate and place a four inch (4") conduit through a bore to be performed by or on behalf of Licensee under U. S. Highway 90 from the northern edge of the right-of-way of this Highway to the southern edge of the right-of-way of this Highway generally around the location of this Highway's intersection with 23rd Avenue in the City of Gulfport, Mississippi, in a location and in a manner to be approved in advance by the Licensee and subject to this conduit and its contents to be used for municipal purposes.

(v) the Licensee providing use of twelve (12) strands of dark fiber on Licensee's system, with the City's connection to same at any location, with the location and manner approved in advance by the Licensee.

(vi) the Licensee contributing funding and monies to pay for the complete re-painting and finishing of the exterior of the Lighthouse within two (2) years of the date of execution of this Agreement, with the scope, manner, particulars, timing, and method of the same to be approved in advance by the City and with the understanding that such funds or monies shall not be less than Twenty Thousand Dollars and no 00/100 or more than Thirty Thousand Dollars and no 00/100 ($30,000.00).

(b) Subject to the terms and conditions of this Agreement, and in exchange of the consideration set forth in this Agreement, the City hereby grants to Licensee a non-exclusive license to construct, install, locate, maintain and operate the SCWFs, Equipment, and Accessory Equipment set out in Paragraphs 1(a)(i), (ii), and (iii), hereinabove, and for which Licensee hereby covenants and agrees that it will not construct, install, locate, or attach any improvements, Accessory Equipment, or Equipment or the SCWFs contemplated herein at the Site or Lighthouse without the City's prior written approval. It is further understood that this license is subject to Licensee not permitting or causing any outside storage of any kind, temporary or otherwise, at the Site without the prior written consent of the City.

(c) In exchange of the consideration set forth in this Agreement, the Licensee hereby gives permission and consents to the City of Gulfport the City being permitted to construct and install and perpetually locate and place a four inch (4") conduit through a bore to be performed by or on behalf of Licensee under U. S. Highway 90 from the northern edge of the right-of-way of this Highway to the southern edge of the right-of-way of this Highway generally around the location of this Highway's intersection with

23rd Avenue in the City of Gulfport, Mississippi, in a location and in a manner to be approved in advance by the Licensee and subject to this conduit and its contents to be used for municipal purposes

(d) Subject to the terms and conditions of this Agreement, and in exchange of the consideration set forth in this Agreement, the Licensee hereby grants to the City twelve (12) strands of dark fiber on Licensee's fiber optic or network system, with the City's connection to same at any location, subject to the location and manner approved in advance by the Licensee.

(e) In exchange of the consideration set forth in this Agreement, the Licensee agrees to pay monies to the City to be used for the complete re-painting and finishing of the exterior of the Lighthouse within two (2) years of the date of execution of this Agreement, with the scope, manner, particulars, timing, and method of the same to be approved in advance by the City and with the understanding that such funds or monies shall not be less than Twenty Thousand Dollars and no 00/100 or more than Thirty Thousand Dollars and no 00/100 ($30,000.00) and shall be non-refundable once paid or tendered to the City.

3. **Term of Licenses; Termination**

(a) The Term of the non-exclusive licenses issued by the City to Licensee herein shall commence on April 1, 2020, ("Commencement Date") and shall continue for a period of ten (10) years ("Term on License"). The City's use of the aforementioned twelve (12) strands of dark fiber in Licensee's network is subject to the same Term as the "Term on License," with it being the understanding of the parties that, unless agreed to otherwise in writing by the parties, that the City's use of the aforementioned twelve (12) strands of dark fiber is limited to the same term (duration) as the non-exclusive licenses issued by the City to the Licensee herein.

(b) This Agreement may be terminated by the City upon six (6) months written notice that the Lighthouse is to be removed.

(c) This Agreement may be terminated by the Licensee upon sixty (60) day written notice if the Lighthouse or the Site has become unusable to Licensee due to (i) uncorrected material interference with Licensee's use of the Lighthouse and/or Site resulting from the acts of a third party; or (ii) an act of God or from other natural forces beyond the control of both Licensee and the City.

(d) This Agreement may be terminated at any time by Licensee with sixty (60) days written notice to the City, providing that Licensee shall pay to the City on or prior to the date of such termination of this Agreement a sum equal to seventy percent (70%) of the aggregate regular license fees that would be due hereunder during the remaining term of this Agreement if the Agreement had not been terminated.

(e) This Agreement may be terminated by either party upon default (other than a payment default) of any covenant or term hereof by the other party which default is not cured within thirty (30) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to other provisions hereof). If Licensee is in default of any of its payment obligations hereunder and fails to cure such default within ten (10) business days after Licensee receives written notice thereof from the City, the City may terminate this Agreement and thereafter pursue any and all rights and remedies that the City may have hereunder or at law or in equity.

(f) Termination of this Agreement shall have no effect on what is set out in Paragraph 1(c) herein and, in the event of Termination, the City shall continue to have the perpetual right of location and placement and use of that portion of the bore referenced in this Paragraph 1(c) for the aforementioned four inch (4") conduit for municipal purposes. Termination of this Agreement shall also have no effect on the obligation of the Licensee with respect to payment of the monies toward what is set out in Paragraph 1(e) herein, provided that if termination of this Agreement occurs prior to payment of the monies, then, unless otherwise agreed to in writing by the parties, Licensee shall pay a pro rata portion of Twenty-Five Thousand Dollars and no 00/100 ($25,000.00) based on the number of days of Licensee's occupancy on the City-maintained property referenced herein from effective date of this Agreement until date of termination, with the understanding that such full amount would be due for the entire two (2) year period of time following the effective date of this Agreement and with the understanding that a year is a 365-consecutive day period of time from the effective date of this Agreement.

4. <u>Fees; Compensation</u>

(a) In addition to what is set out elsewhere herein, the Licensee shall pay the City any and all fees due and owing under the City's Ordinance adopting regulations for small cell technology, infrastructure, and facilities in the City of Gulfport, Mississippi, set out in § 12-61, et seq. in the City's Code of Ordinances, as well as any and all fees due and owing under any of the City's other Ordinances.

(b) Licensee agrees that the payment of any fees, additional fees or other payments set forth herein shall be due and paid without the necessity of a demand or invoice from the City, and that Licensee shall pay an additional charge of five percent (5%) of any monthly fee for each payment made more than ten (10) days after due date.

(c) Unless expressly provided otherwise in the City's Ordinances, all sums payable hereunder by Licensee, including, but not limited to, those set out in Paragraph (or "Section") 1(e) herein, shall be payable and delivered to the "City Accounts Receivable Notice" address set forth in Paragraph 16, or to such other address as the City shall designate. Licensee shall include the general site reference as "City Lighthouse Location" and the general address as "Jones Park and Lighthouse in Harbor" on remittance to the City. The City's federal tax identification number is 64-6000413.

5. **Inspection of Site**

(a) The Site shall be and is provided in "as is" condition by the City. Licensee has visited and inspected the Site and accepts the physical condition thereof and acknowledges that no representations or warranties have been made to Licensee by the City as to the condition of the Site, including the Lighthouse, as the case may be, and/or the Equipment shelter or as to any engineering data. Licensee is responsible for determining all aspects to the acceptability, accuracy and adequacy of the Site for Licensee's use. The City shall have no obligation to obtain licenses for Licensee, or to maintain, insure, operate or safeguard Licensee's SCWFs, Accessory Equipment, Equipment, or infrastructure / property.

6. **Installation, Maintenance and Operating Procedures**

(a) Licensee shall install, maintain, and operate its SCWFs, Accessory Equipment, and Equipment during the term hereof in compliance with all present and future laws, rules and regulations of any local, State or federal Authority having jurisdiction with respect to thereto (including, without limitation, the rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA") and the Occupational Safety and Health Administration ("OSHA")). Licensee shall attach as Exhibit "C" to this Agreement copies of all FCC operating licenses and copies of other license or permits that it has been issued pertinent to this Agreement. Prior to the installation of any SCWF, Accessory Equipment, or Equipment, or any modification or changes to any SCWF, Accessory Equipment, or Equipment, if any (but excluding repairs, minor modifications and/or replacement with substantially similar Equipment), Licensee shall comply with the following terms and conditions:

(1) Licensee shall submit, in writing to the City via its City Engineer, all plans for such installation, modifications or changes for the City's pre-approval, which approval shall not be unreasonably withheld or delayed. In order to assure Licensee's compliance with the provisions of this Agreement, the plans and specifications for Licensee's SCWF, Accessory Equipment, Equipment and any modifications thereto shall be submitted to the City for review and pre-approval.

(2) All work performed at the Site in connection with the installation, maintenance, operation, modification, and removal of Licensee's SCWFs, Accessory Equipment, and Equipment shall be performed at Licensee's sole cost and expense either by Licensee's employees or by contractors pre-approved by the City, with such approval not being unreasonably withheld or delayed. Licensee shall only allow fully trained technicians and authorized personnel to work on its SCWFs, Accessory Equipment, and Equipment located at the Site and such technicians and authorized personnel will undertake such work only in compliance with applicable FCC, OSHA and other government laws,

rules, and regulations, including all laws, rules, and regulations involving safety work standards for work performed on or near the Lighthouse and Site. Licensee shall provide certification of its compliance with the foregoing requirement as well as similar certification from all technicians and/or service people contracted by it to work on the Site. Such certification of compliance is to be provided the time designation of a contractor is made to the City by the Licensee, as well as provided at such time as the City may request. Licensee shall require all contractors, as a condition of their engagement, to agree to be bound by provisions identical to those set forth in this Agreement, specifically those provisions relating to the indemnification of the City and the insurance requirements set forth herein. The engagement of a contractor by the Licensee shall not relieve the Licensee of any of its obligations under this Agreement. Workmanship that is unsatisfactory to the City must be repaired or corrected to the satisfaction of the City within thirty (30) days of the City's delivery of written notice thereof to Licensee. If Licensee fails to make such repairs or corrections / modifications, at Licensee's sole cost and expense, within thirty (30) days after the delivery of such notice, the City may perform all the necessary repairs or modifications, and Licensee shall be responsible for all costs and expenses incurred by the City associated for and with this work and such sum shall be immediately due upon the rendering of an invoice by the City to the Licensee as an additional fee due hereunder.

(3) No work performed by Licensee, or its contractors, subcontractors or materialmen pursuant to this Agreement, whether in the nature of construction, installation, alteration or repair to the Lighthouse or Site or to Licensee's SCWFs, Accessory Equipment, or Equipment will be deemed to be for the immediate use and benefit of the City so that no mechanic's or other liens will at any time be filed against the Lighthouse or Site or which the Lighthouse or Site is a part by reason of work, labor, services or material performed or furnished, or alleged to have been performed or furnished, to Licensee or to anyone using the Lighthouse or Site through or under this Agreement. Licensee will forthwith cause the same, should it exist at any point in time, to be fully and finally discharged of record or bonded to the satisfaction of the City. If Licensee fails to cause such lien to be fully and finally discharged or bonded within ten (10) days after it has actual notice of the filing thereof, then, in addition to any other right or remedy of the City, the City may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by the City, including reasonable attorney's fees and costs incurred by the City, either in defending against such lien or procuring the bonding or discharge of such lien, together with interest thereon at the statutory rate, will be due and payable by Licensee to the City as an additional fee hereunder.

(4) All Licensee's SCWFs, Accessory Equipment, and Equipment shall be clearly marked to show Licensee's name, Site name, address and telephone number and the name of a person to contact in case of an emergency, FCC call sign, frequency, output power and location. All cable and wiring relating to the SCWFs and Equipment shall be identified by Licensee's name and frequency or type use at the bottom and top of the line. *Licensee shall be responsible for the proper signage at the Site per all regulatory requirements. (Not to be attached to the Lighthouse.)* At the City's request, Licensee shall promptly deliver to the City written proof of compliance with all Federal, State and local laws, rules and regulations in connection with any installation or modification of the SCWFs, Accessory Equipment, and Equipment.

(5) Notwithstanding anything to the contrary contained herein, Licensee agrees that in all matters where the City's approval is required, and the City determines in its sole reasonable discretion that a threat of interference or other disruption exists with the business of the City or other existing licensees or tenants, the City shall have the absolute right to withhold such approval.

(6) In the event that Licensee requires an electrical power supply and/or usage at the Site and/or at the Lighthouse, Licensee shall at its sole cost and expense obtain such power supply. Any work performed in connection with this subsection / sub-paragraph shall comply with the provisions of Paragraph 6 hereof. Licensee hereby agrees that any power line required to be installed by Licensee shall run within any existing or current easement of the City and any deviation from such easement shall be subject to prior approval by Licensee and, if approved, be connected at Licensee's expense, which sum shall be immediately due as an additional fee hereunder upon the rendering of an invoice by the City to Licensee. It is understood by the parties that the Licensee shall be solely responsible for the provision of any electrical power supply to Licensee's SCWFs, Accessory Equipment, and Equipment herein as well as for any costs, fees, and liabilities associated or in connection therewith or in any way arising therefrom.

(7) In the event a zoning variance is require in connection with the installation or modification of the SCWFs, Accessory Equipment, or Equipment, the City shall have the right, in its sole discretion, to allow Licensee, at Licensee's sole cost and expense, to obtain such variance. The City shall, at Licensee's request and expense, reasonably cooperate with Licensee in obtaining such variance.

(8) Subject to Paragraph 6 herein and Paragraph 16 "City Access Notification Requirement," the City agrees that during the term of this Agreement, Licensee's employees shall have access to the Site for

purposes of maintenance and repair of Licensee's Equipment, twenty-four (24) hours per day, seven (7) days per week. However, *Licensee must notify the City prior to gaining access to the Lighthouse or Site, pursuant to Paragraph 16 "City Access Notification Requirement"*. Licensee cannot satisfy the access requirement to the Lighthouse or Site by leaving a telephonic message or voice mail. Licensee agrees and covenants that it will not access the Lighthouse without first speaking with one of the City's contacts listed in Paragraph 16 "City Access Requirements" to identify (i) who will be accessing the Lighthouse or Site and (ii) why they will be accessing the Lighthouse or Site. In the event that the Licensee should require the City's assistance to gain access to the Site or Lighthouse, Licensee shall reimburse the City for all reasonable costs and expenses incurred by the City as a result of such emergency access. All access to the Lighthouse and Site shall be subject to the continuing control of, as well as reasonably security and safety procedures established from time to time by the City. The City may, from time to time, establish reasonable rules relating to the Lighthouse and the Site. Licensee agrees to comply with such rules.

(9) All installation of SCWFs, Accessory Equipment, and/or Equipment on or at the Lighthouse shall be accomplished in a manner that will minimize the impact to the structural integrity of the Lighthouse and its exterior. Installation of SCWFs, antennas, wiring, cables, fiber, conduit, and any other property, infrastructure, or equipment by Licensee or on Licensee's behalf shall not create a safety hazard nor interfere with the ongoing maintenance and/or operation of the Lighthouse. Licensee shall bear all cost and expense associated with repairing damage to the Lighthouse and/or Site caused by the installation of Licensee's Equipment.

(10) All structural analysis and drawings must be submitted in compliance with any of the City's requirements set forth by its City Engineer.

(11) All installations shall be done in compliance with any of the City's requirements set forth by its City Engineer.

(12) A final inspection must be completed by a representative of the City Engineer prior to licensee being allowed to go on air or to utilize the same. Licensee must supply advance notice to the City to perform inspection. Such inspection approval shall not be unreasonably withheld or delayed.

7. **Interference**

(a) The installation, maintenance, and operation of the Licensee's SCWFs, Accessory Equipment, and Equipment shall not interfere electrically, or in any other

manner whatsoever, with the equipment, facilities or the operations of the City or any of the licensees and/or tenants on the Site or at the Lighthouse. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that if the installation and/or operation of Licensee's SCWF, Accessory Equipment, or Equipment interferes with:

(i) Other radio communications systems, SCWFs, and Equipment installed prior to the Commencement Date of this Agreement, Licensee shall upon request (verbal or otherwise) immediately suspend its operations (except for intermittent testing) and whatever the City and Licensee deem necessary to eliminate or remedy the interference. If it is determined that the interference cannot be rectified by both the City and Licensee, then the City, may at its option, terminate this Agreement upon written notice to the Licensee, whereupon Licensee shall remove its equipment at its sole cost and expense and in accordance with Paragraph 10 hereof. In the event that Licensee fails to remove its SCWFs and Equipment within fifteen (15) days of such termination, the City may remove and store any and all of Licensee's SCWFs and Equipment at Licensee's sole cost and expense; or

(ii) With any other radio system, SCWFs, and Equipment installed at the Site or the Lighthouse after Commencement Date of the Agreement, Licensee shall cooperate fully with the City and any future licensee or tenant ("Future Party") injured by Licensee's interference or failure to remedy the interference. Licensee shall do whatever the City deems reasonably necessary to cure such interference, provided, however, that all costs related to remedying such interference shall be the responsibility of the Future Party unless such interference is due to failure, defects or deficiencies in Licensee's systems, Equipment or installation.

(b) Licensee hereby acknowledges that the City may license space at and upon the Site and the Lighthouse to other persons or entities for the installation and operation of radio communications facilities, SCWFs, and Equipment. Licensee accepts this Agreement with this knowledge and waives any and all claims against the City resulting from or attributable to interference caused by present or future SCWFs, Equipment, facilities or methods of operation employed by the City in its business upon the Site or at the Lighthouse. Licensee also waives all claims against the City arising from interference resulting to Licensee by virtue of SCWFs, Equipment, facilities or operations employed by any other licensee or tenant of the City in its business upon the Site or at the Lighthouse. In the event that any such interference occurs that materially interferes with Licensee's utilization of the Site or Lighthouse, Licensee, as its sole remedy, in lieu of any and all other remedies at law or in equity, may terminate this Agreement at any time thereafter by giving the City thirty (30) days prior written notice to that effect, and such termination shall be effective at the end of such thirty (30) day period, provided, however, that such termination will not be effective if the City eliminates such interference within thirty (30) days of Licensee's termination notice. Licensee shall pay to the City any fees due for the period up to the termination of this

Agreement and any advance payment for periods after the termination of this Agreement will be reimbursed to Licensee.

(c) The City reserves the right to require Licensee to relocate one or more of its SCWFs or associated Equipment at the Site and/or in the Lighthouse and, unless otherwise agreed in writing by the parties, Licensee agrees to relocate SCWFs or associated Equipment at the City's expense, provided that said relocation does not substantially change the operation of Licensee's Equipment.

8. **Structural Modifications and Repairs**

(a) In the event that the City, in its sole discretion, determines that any structural modifications or repairs need to be made to any portion of the Site or the Lighthouse due to the presence of Licensee's SCWFs, Accessory Equipment, or Equipment or other improvements, the City shall notify Licensee of the needed modifications or repairs, and the following procedures shall apply thereto:

(i) If structural modifications are necessary prior to Licensee's installation or modification of the SCWFs, Accessory Equipment, or Equipment, then either (i) Licensee shall, at its sole cost and expense, promptly make all such noticed modifications in accordance with Paragraph 6 hereof; or (ii) if such noticed modifications are not completed within sixty (60) days of such notice, either party shall have the right to terminate this Agreement by giving the other party thirty (30) days prior written notice of such termination.

(ii) If repairs are necessary due to the presence of Licensee's SCWFs, Accessory Equipment, or Equipment, Licensee shall, at its sole cost and expense, promptly make all such repairs in accordance with Paragraph 6 hereof; provided, however, that in the event of an emergency, the City shall have the right to make such modifications or repairs at Licensee's expense, upon notice to Licensee, and such sum shall be immediately due as an additional fee hereunder upon the rendering of an invoice by the City to Licensee.

(iii) Any structural modifications, repairs, additional or improvements to the Lighthouse or the Site shall become the property of the City, as owner of these properties.

9. **Lighthouse Issues**

(a) Licensee recognizes that the primary function of the elevated Lighthouse is to provide a visual amenity in the City's Park and Harbor as well as to house electrical, telecommunications, video, media, and other equipment utilized by the City within the Harbor and Park or by its tenants and licensees and to adorn decorative, festive, or holiday light displays on its exterior. Licensee understands that the City may find it necessary from time to time to interrupt or interfere with Licensee's use of the Site and Lighthouse in order to operate, maintain, repair and/or monitor the Lighthouse. The City

will make every effort to minimize such interruptions, and Licensee will have no claim against the City for such interference or interruptions. Licensee's Emergency Contact Information is set forth in Paragraph 16 herein.

10. **Removal of Licensee's Equipment**

(a) Provided that Licensee is not in default in the performance of its obligations hereunder, at the expiration of this Agreement or earlier termination hereof, Licensee shall remove all of the SCWFs, Accessory Equipment, and Equipment. Such removal shall be performed pursuant to the guidelines set forth in Paragraph 6 of this Agreement, without any interference, damage, or destruction to any other equipment, infrastructure, structures, property, or operations at the Site or at the Lighthouse or any equipment or property of other licensees or tenants thereon. Licensee shall submit to the "City Notice Address" given in Paragraph 16, a proposed removal plan and clean up plan for the City's review and written approval, which approval shall not be unreasonably withheld or delayed. Any and all interference, injury or damage caused to the Site or to the Lighthouse or to the equipment or property of other licensees or tenants at the Site or at the Lighthouse by such removal shall be immediately repaired or eliminated by Licensee at Licensee's sole cost and expense. If Licensee fails to make such repairs within ten (10) days after the occurrence of such damage, injury or interference, the City may perform all the necessary repairs, at Licensee's sole cost and expense, and such sum shall be immediately due as an additional fee hereunder upon the rendering of an invoice by the City to Licensee.

11. **Indemnification**

(a) Licensee shall fully defend, indemnify and hold harmless the City and its employees, officials, agents, and contractors from (i) all costs of any damage caused to or received by the City or any of the City's licensees or tenants as a result of or in any way arising out of the installation, construction, operation, existence, use, or maintenance of Licensee's SCWFs, Accessory Equipment, or Equipment or any improvements related thereto or Licensee's occupancy of the Site or Lighthouse; and (ii) any claims, demands, lawsuits, actions, or causes of action for personal injuries, including any payments made under any workers compensation law or any plan of employee's disability and death benefits, property damage, or any other loss or for any remedy whatsoever in any way arising out of the installation, construction, operation, existence, use, or maintenance of Licensee's SCWFs, Accessory Equipment, or Equipment or any improvements related thereto or Licensee's occupancy of the Site or Lighthouse, except only such damages, costs, claims, causes of action or demands caused solely by the gross negligence or willful misconduct of the City.

(b) The City shall not be responsible or liable to Licensee for any loss, damage or expense that may be occasioned by, through, or in connection with any acts or omissions or other licensees or tenants occupying the Site or the Lighthouse. Licensee hereby assumes the risk of the inability to operate its SCWFs, Accessory Equipment, and Equipment as a result of any structural or power failures at the Site or the Lighthouse or

the failure of Licensee's SCWFs, Accessory Equipment, or Equipment for any reason whatsoever, and Licensee agrees to fully indemnify and hold harmless the City and its employees, officials, agents, and contractors from all damages and costs of defending any claim or suit for damages of any kind or sort, including, but not limited to, business interruption and attorneys' fees, asserted against the City or its employees, officials, agents, and contractors by reason of or in any way arising out of such failure.

(c) Licensee shall also fully indemnify and hold the City harmless from any losses, liabilities, claims, demands or causes of action for property damage or personal injuries, including any payment made under any worker's compensation law or any employee's disability and death plan benefits, arising out of or resulting from any claims, damages, losses, liabilities or causes of action resulting in any way from RF radiation emissions from Licensee's SCWFs, Accessory Equipment, Equipment, or property or any other harmful effect of Licensee's SCWFs, Accessory Equipment, Equipment, or property.

12. **Condemnation, Damage or Destruction**

(a) The City and Licensee agree that the City shall in no way be liable for the loss of use or other damage of any nature arising out of the loss, destruction or damage to the Site or the Lighthouse e or to Licensee's Equipment thereon by condemnation, fire, explosion, windstorms, water or any other casualty or acts of third parties. In the event that the Site or Lighthouse or any substantive part thereof is damaged or destroyed by elements or any other cause, the City may elect to repair, rebuild, or restore the Site and/or Lighthouse to the same condition as it was immediately prior to such casualty. In such event, any remaining payments required herein shall cease as of the date of such casualty until the Site and Lighthouse, in the City's opinion, is restored to a useable condition for Licensee's operation. If the City chooses not to repair, restore, replace or rebuild the Lighthouse, the City may cancel this Agreement by giving written notice of cancellation to Licensee within thirty (30) days of such casualty. If this Agreement is cancelled, any remaining payments required herein shall terminate as of the date of such casualty. The City shall not be responsible to Licensee for any loss, damage or expense that may be occasioned by, through or in connection with any acts or omissions of other licensees or tenants occupying the Site or the Lighthouse, or any part of the premises adjacent to or connected with the Lighthouse, for any structural or power failures or condemnation, destruction or damage to the Lighthouse or to Licensee's SCWFs, Accessory Equipment, Equipment, or property. Licensee shall not be responsible to the City for any damage or expense that may be occasioned by any act or omissions or other licensees or tenants occupying the Site or the Lighthouse.

(b) In the event City receives notification of any condemnation proceedings affecting the Site or Lighthouse, the City will provide notice of the proceeding to Licensee. If a condemning authority takes all of the Site or the Lighthouse, or a portion sufficient, in Licensee's sole determination, to render the Site or Lighthouse unsuitable for Licensee, the Agreement will terminate as of the date title vests in the condemning authority.

13. **Insurance**

(a) Licensee shall maintain, in full force during the term of this Agreement, the following insurance:

(i) Worker's Compensation and Employers' Liability Insurance as prescribed by applicable law, including insurance covering liability under the Longshoremen's and Harbor Workers' Act and the Jones Act, if applicable.

(ii) Comprehensive General Liability Insurance (Bodily Injury and Property Damage; and including a blanket contractual and completed operations coverage), the limits of liability of which shall not be less than $2,000,000 each occurrence and in the aggregate in respect of bodily injury, including death, arising from any one occurrence, and $2,000,000 each occurrence and in the aggregate in respect of damage to property arising from any one occurrence, and umbrella policy of not less than $5,000,000 each occurrence and in the aggregate.

(b) The above insurance shall provide that the City will not receive less than thirty (30) days written notice prior to any cancellation of, or material change in, the coverage under such insurance policies. The insurance specified in Paragraph 12(a)(ii) above shall contain a waiver of subrogation by Licensee against the City and shall include the name of the City as an additional insured, and shall provide that the insurance is the primary coverage with respect to all insured risks, losses, and assets/properties and contain a standard cross-liability endorsement. Licensee shall furnish to the City a certificate of insurance confirming that insurance coverage as specified herein is in full force and effect. Insurance certificate must be submitted by Licensee to the City upon execution of this Agreement.

(c) Notwithstanding the foregoing insurance requirement, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for Licensee, or the failure of any such insurance company to pay claims as they accrue, shall not be held to waive any of the provisions of this Agreement or relieve Licensee from any obligations under this Agreement.

14. **Assignment**

(a) The City reserves the right to assign, transfer, mortgage or otherwise encumber its interests in the property on which the Lighthouse is located and/or the City reserves the right to assign, transfer, mortgage or otherwise encumber its interest in the Agreement. Licensee agrees, upon demand, to execute and deliver to the City such further instruments subordinating this Agreement in connection with any debt or financing transaction of the City as may be required by the City or its respective lenders. Licensee further agrees to execute and deliver to any lender of the City an estoppel certificate containing such information as may be reasonably requested by such lender.

(b) Licensee may not assign, sublease or sublicense or otherwise transfer, convey, or encumber all or any of its interests under this Agreement (including, without limitation, duplexing of signals, granting of shared use rights, or utilizing digital or analog interconnect facilities for itself or others) without the prior written consent of the City. Notwithstanding the foregoing, and so long as Licensee is not then in default hereunder, Licensee may assign this Agreement with the City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, to any of the following: (i) any corporation, partnership or other entity which controls, is controlled by or under common control with Licensee, provided that new Licensee shall continue to remain liable as Licensee to the City hereunder and conditioned on and subject to all provisions and obligations in this Agreement as was applicable to the original Licensee herein, (ii) any corporation or other entity resulting from the merger or consolidation of Licensee; (iii) any corporation or partnership, or other entity or person which acquires all or substantially all of the assets of or fifty percent (50%) or more of the stock of or equity ownership interest in Licensee, any assignee must assume in full and in writing all of the obligations of Licensee under this Agreement.

15. **Section left blank intentionally**.

16. **Notices**

(a) All notices, demands, requests or other communications which are required to be given, served or sent by one party to the other pursuant to this Agreement shall be in writing, and shall be mailed, postage prepaid, by registered or certified mail, or by a reliable overnight courier service with delivery verification, to the following addresses or at such other address as may be designated in writing by either party:

City Notice:
City of Gulfport, Mississippi
Attn: Mayor
Post Office Box 1780
Gulfport, Mississippi 39502
(228) 868-5810

With Copy To:
City Attorney
City of Gulfport, Mississippi
Post Office Box 1780
Gulfport, Mississippi 39502
(228) 868-5811

City Accounts Receivable:
City of Gulfport, Mississippi
Attn: City Clerk / Accounts Receivable
Post Office Box 1780
Gulfport, Mississippi 39502

City Access Notification Requirement: Pursuant to Paragraphs 6 and 19
City of Gulfport, Mississippi

Attn: City Engineer
Post Office Box 1780
Gulfport, MS 39502
(228) 868-5815

City Emergency Contact: City Engineer (228) 868-5815
or (228) 868-5700

Licensee Notice: _____

_____

_____

Licensee Emergency Contact (pursuant to Paragraph 8 herein):

_____

_____

(b) Notice given by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the US Postal Service or such courier service.

17. **Default**

(a) Any one or more of the following events shall constitute a default ("Default") by Licensee under this Agreement:

(i) Licensee's failure to pay any fees, additional fees or other payments set forth herein and such failure continues for ten (10) business days after the City provides written notice thereof to Licensee;

(ii) The abandonment by Licensee of either any of the SCWFs or Equipment or that portion of the Site or Lighthouse upon which the same was installed or located;

(iii) The prosecution of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief with respect to Licensee, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution or other relief with respect to Licensee or Licensee's debts;

(iv) The making by Licensee of an assignment or any arrangement for the general benefit of creditors under any state statute or the making by Licensee of any assignment as otherwise precluded in this Agreement; or

(v) Licensee's failure to perform any other of its obligations under this Agreement and such failure continues for thirty (30) days after the City gives written notice thereof to Licensee.

(b) In the event of a Default, the City shall be entitled at the City's option to terminate this Agreement and to remove all of Licensee's SCWFs, Accessory Equipment, Equipment, improvements, personnel or personal property located at the Site and/or at the Lighthouse at Licensee's sole cost and expense. In the event that the City should, as a result of the default in the performance by Licensee of its obligations hereunder, incur any costs or expenses on behalf of Licensee or in connection with Licensee's obligations hereunder, such sums shall be immediately due to the City as an additional fee hereunder upon rendering of an invoice by the City to Licensee.

(c) At any time or from time to time after the removal of the Licensee's property from the Site or the Lighthouse pursuant to Paragraph 16(b), above, whether or not the current term of this Agreement shall have been terminated, the City may (but shall be under no obligation to) re-license Licensee's former space or area at the Site or at the Lighthouse, or any part(s) thereof, for the account of the City, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the current term of this Agreement) and on such conditions (which may include concessions or free site fees) and for such uses a the City, in the City's absolute discretion, may determine, and may collect and receive payments therefrom. The City shall not be responsible or otherwise liable for any failure to re-license Licensee's former space(s) at the Site or at the Lighthouse or any part(s) thereof or for any failure to connect any payments due upon any such re-licensing.

(d) If default occurs pursuant to this Paragraph 16, by operation of law or otherwise (except as expressly provided herein), no removal of Licensee's property from the Site pursuant to the terms of this Agreement, and/or no re-licensing of Licensee's former space at the Site shall relieve Licensee of Licensee's obligations or liabilities hereunder, all of which shall survive such default, removal and/or re-licensing. Without limiting the foregoing, upon Licensee's removal form the Site or the Lighthouse pursuant to Paragraph 16 hereof, Licensee shall nonetheless remain liable for all fees and other payments due under this Agreement.

(e) All of the rights, powers, and remedies of the City provided for in this Agreement or not or hereafter existing at law or in equity, by statute or otherwise, shall be deemed to be separate, distinct, cumulative and concurrent. No one or more of such rights, powers, or remedies, nor any mention or reference to any one or more of them in this Agreement, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers, or remedies provided for in this Agreement, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by the City of

any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise or enforcement of the City of any or all of such other rights, power or remedies.

(f) The City shall not be deemed in default in the performance of any obligation unless the City has failed to perform such obligation within 30 days following the City's receipt of written notice of such default from Licensee; provided, however, that if the City's obligation is such that more than thirty (30) days are required for its performance, then the City shall not be deemed to be in default if it shall commence such performance within the thirty (30) day period and, thereafter, diligently prosecute the obligation to completion.

18. **Taxes**

(a) Licensee shall pay all personal property or real property taxes assessed against, or the portion of such taxes attributable to, Licensee's SCWFs, Accessory Equipment, Equipment, and its improvements. Licensee shall be not obligated to pay real property taxes or other fees and assessments attributable to the Lighthouse or the Site. Licensee shall be obligated to pay any taxes or other fees or assessments that may arise as a result of this Agreement, if any.

19. **Operational Responsibilities**

(a) Licensee, at its sole cost and expense, shall be responsible for the maintenance of its SCWFs, Accessory Equipment, Equipment, and its improvements in accordance with this Agreement, including the provisions of Paragraph 6 herein, and all applicable laws, rules, ordinances and regulations.

(b) In the event that the City determines that the installation or operation of the SCWFs or Equipment is resulting in damage to the integrity of the Lighthouse, Licensee shall take corrective action at its sole expense within thirty (30) days after it becomes aware of such damage in order to eliminate the damage or cause thereof. If Licensee fails to take such corrective action within said thirty (30) day period, the City may perform all the necessary corrective action at Licensee's sole cost and expense and such sum shall be immediately due as an additional fee hereunder upon the rendering of an invoice by the City to Licensee.

(c) Subject to the provisions of Paragraphs 6 and 16 herein, the City agrees that Licensee shall have limited access to the Lighthouse for the purpose of installing Licensee's SCWFs and Equipment, and that during the continuation of this Agreement, ***Licensee MUST give notification prior to gaining access to the Lighthouse and Site pursuant to Paragraph 16 "City Access Notification Requirements."*** Licensee agrees that only authorized engineers of Licensee, or persons under their direct supervision, will be permitted to enter the Site and the Lighthouse for any purpose as permitted herein. Licensee understands and agrees that other licensees and their authorized representatives as well as City employees and contractors shall also have limited access to the Site and

the Lighthouse for similar (or other) purposes, and that the City shall not be responsible for the actions of any such parties.

(d) The City at all times during the term of this Agreement will maintain the Lighthouse and all associated Lighthouse lighting in compliance with applicable federal, state and local laws, rules and regulations relating to communications tower/structure lighting, including, without limitation, Part 17 of the rules and regulations of the Federal Communications Commission (the "FCC"). In the event that Licensee receives notice or otherwise obtains knowledge that the Lighthouse lighting is not in compliance with any applicable rule or regulation, Licensee will immediately so notify the City (by telephone, confirmed in writing) and will cooperate with the City in curing such noncompliance.

20. **RF Frequencies; Information**

(a) Licensee agrees to and shall install SCWFs, Accessory Equipment, and Equipment of the type and frequency which will not cause harmful interference to any equipment or property of the City or to other users of the Site, the Lighthouse, or adjoining and nearby areas which exist or have been permitted on the Site, the Lighthouse, or such areas prior to the date Licensee installed such Equipment pursuant to this Agreement. In the event the City reasonably determines Licensee's SCWFs, Accessory Equipment, Equipment, or property causes such interference, Licensee will promptly remove the same. It is the Licensee's responsibility to confirm and appropriately test that their Equipment will not cause harmful interference before pursuing approval from the City.

(b) The Licensee shall obtain a radio frequency interference study carried out by an independent professional radio frequency engineer ("RF Engineer") showing that the Licensee's intended use will not interfere with the City's licensed and unlicensed communications, video/surveillance, and media facilities and equipment associated with the City's decorative/festive light display adorned on the exterior of the Lighthouse, which are located at, on or near the Lighthouse or Premises, as well as with SCWFs and Equipment of the City's tenants or licensees at the Site or Lighthouse. The Licensee shall not transmit or receive radio waves at the Site or Lighthouse until such evaluation has been satisfactorily completed and approved.

(c) The Licensee shall implement all measures at the transmission site required by FCC regulations. In the event the Licensee causes the Site and Lighthouse to exceed FCC Radio Frequency radiation limits, as measured at the Lighthouse or on the Site, or otherwise violate FCC standards, the Licensee shall be liable for all such non-compliance and shall fully defend, indemnify and hold the City harmless from all claims arising from non-compliance.

21. **Disclaimer of Warranties**

(a) THE CITY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE ASSOCIATED WITH THE LIGHTHOUSE OR SITE. LICENSEE ACCEPTS THE LIGHTHOUSE AND SITE "AS IS."

22. **Waiver of Licensor's Liens**

(a) Except as to what may arise by operation of this Agreement or any of its provisions herein, the City waives any and all lien rights it may have, statutory or otherwise, concerning Licensee's SCWFs and Equipment or any portion thereof. Licensee's Equipment shall be deemed personal property for purposes of this Agreement.

23. **Miscellaneous**

(a) This Agreement may not be modified, extended or terminated (other than as set forth herein) except by an instrument duly signed by the City and Licensee. Waiver of a breach of any provision hereunder and circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provisions of this Agreement.

(b) The City and Licensee represent and warrant to each other that no broker was involved in connection with this transaction and each party agrees, to the extent allowed by law, to indemnify and hold the other harmless from and against the claims of any broker made in connection with this transaction.

(c) No modification of this Agreement of Licensee's space at the Lighthouse or Site or any parts thereof or of any interest therein by Licensee shall be valid or effective unless agreed to and accepted in writing by the City, and no act by any representative or agent of the City, other than such a written Agreement and acceptance, shall constitute an acceptance thereof.

(d) The Agreement embodies the entire Agreement between the parties and supersedes all prior or contemporaneous Agreements between the parties with regard to the subject matter hereof. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

(e) This Agreement may be executed in counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(f) All section headings and captions used herein are for the convenience of the parties only and shall not be considered a substantive part of the Agreement.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

(h) The Licensee agrees and acknowledges that it does not and shall not claim at any time any real property interest or estate of any kind or extent whatsoever in the Site or the Lighthouse or any parts thereof by virtue of this Agreement or Licensee's use

of the Site or the Lighthouse or any parts thereof. In addition, nothing contained herein shall be construed as constituting a partnership, joint venture or agency between the City and Licensee.

(i) Neither this Agreement nor any memorandum hereof shall be recorded in the land records of the First Judicial District of Harrison County, Mississippi, or any other county or city or otherwise without the prior written consent of the City.

(j) The City warrants, represents and agrees that neither it nor, to its knowledge, any third party has used, generated, stored or disposed of any hazardous materials in, on or under the property on which the Lighthouse is located to the best of the City's knowledge.

(k) In attaching to City-owned infrastructure, buildings, poles, and property and locating on, under, within, above, or along City-owned or maintained/managed property, the Licensee will comply with and be bound by all of the City's Code of Ordinances as well as all design guidelines adopted by the City with respect to wireless small cells and macro and micro towers. The Licensee shall further comply with and assist with the implementation of the policies and/or regulations developed by the City's Director of Public Works and City Engineer to the extent not in conflict with the City's Ordinances.

(l) Licensee shall maintain its SCWFs and Equipment in good and safe condition, at its own cost and expense, and in compliance with applicable fire, health, building, and other life safety codes, regulations, and laws.

(m) Any damage to the City's infrastructure, the City's equipment thereon or any element of the City-owned or managed/maintained property by the Licensee's installation or operations shall be repaired or replaced at Licensee's expense and to the reasonable satisfaction as communicated by the City Engineer.

(n) The Licensee shall obtain from the City, any and all permits required for any of the work associated with the non-exclusive licenses granted herewith. These permits include, but are not limited to, those set out or otherwise required for comparable work in the City's Code of Ordinances or regulations or codes adopted therein, including, without limitation, those set out in § 12-61, et seq. of the City's Code of Ordinances. Applicable fees for any permits shall be borne by the Licensee. The Licensee shall be bound by the requirements of each permit.

(o) The signatory of this document certifies that the signatory has authority to sign this document on behalf of the Applicant and bind the Applicant to these promises.

(p) Any infrastructure approved by the City, by way of its City Engineer or his designee, to be used/purchased by the Licensee to facilitate the attachment of Licensee's Equipment hereunder shall, unless otherwise agreed in writing by the parties,

become the property of the City and shall not entitle the Licensee to ownership of such infrastructure.

(q) The Licensee must obtain and submit to the City Engineer or his designee a structural engineering study carried out by a qualified structural engineer showing that the Lighthouse is able to support all infrastructure and equipment to be attached to and located on or within the Lighthouse, without effecting the wind load and structural integrity of the Lighthouse, with such study to be provided to the City Engineer or his designee prior to any Equipment/infrastructure being attached to or located on or within the Lighthouse.

(r) The effective date of this Agreement shall commence on the last date of signature of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

CITY OF GULFPORT, MISSISSIPPI

BY:_____

NAME:___BILLY HEWES_____

TITLE:___MAYOR_____

DATE:_____

SOUTHERN LIGHT, LLC

BY:_____

NAME:_____

TITLE:_____

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 _____, 2020, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE ADDENDUM TO THE WIRELESS COMMUNICATIONS MANAGEMENT AGREEMENT BETWEEN THE CITY OF GULFPORT AND UTILITY SERVICE COMMUNICATIONS CO., INC., RECOGNIZING THE REMOVAL OF THE WATER TANK AT 49 51ST STREET AND THE REPLACEMENT OF THAT TANK WITH A NEW TANK AT 57 51ST STREET, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, previously entered into a Management Agreement with Utility Service Communications Co., Inc., to manage the placement of wireless communications equipment on city owned water tanks, including the water tank located at 49 51st Street in the City of Gulfport; and

WHEREAS, the City of Gulfport has elected to replace the water tank located at 49 51st Street with a new water tank located at 57 51st Street in the City of Gulfport; and

WHEREAS, in order to reflect the relocation of the 51st Street water tank as noted herein, it is necessary that an Addendum to the Management Agreement with Utility Service Communications Co., Inc., be approved, executed and delivered.

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 Mayor and City Council hereby officially approve the Addendum to the Wireless Communications Management Agreement between the City of Gulfport and

Utility Service Communications Co., Inc., find that the same is in the best interest of the City and do hereby authorize the Mayor to execute and deliver the said Addendum in behalf of the City of Gulfport, Mississippi.

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 _____, 2020.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2020.

_____

MAYOR

WIRELESS COMMUNICATIONS MANAGEMENT AGREEMENT

ADDENDUM TO THE WIRELESS COMMUNICATIONS MANAGEMENT AGREEMENT
REVISED/ADDITIONAL TANKS FOR MARKETING AND MANAGEMENT

Tank Owner Information

Name of Tank Owner, Physical and Mailing Address:

Name: CITY OF GULFPORT

4050 HEWES AVE

GULFPORT, MS 39507

Tank Owner Contact: Kris Riemann / Jennifer M. Jones

E-Mail: kriemann@gulfport-ms.gov / jmjones@gulfport-ms.gov

Phone #: 228-865-5740 phone #: 228-868-5811

Owner's Signature: _____ Date: _____

Printed Name: _____ Title: Mayor

Tank Site Information

Old Tank Address (911): 49 51st STREET, GULFPORT, MS 39507
To be dismantled 2020

BAYOU VIEW TANK

Style and Capacity: ELEVATED 500,000 BUILT 1946

Tank Height: 182′ Elevation: 18.5′

Coordinates: Latitude 30 24 48.00N Longitude 89 02 59.34W

New Tank Address (911): 57 51st STREET, GULFPORT, MS 39507
Replacement Tank

BAYOU VIEW TANK

Style and Capacity: ELEVATED 750,000 BUILT 2020

Tank Height: ~170′ Elevation: 20.5′

Coordinates: Latitude 30 24′ 45.89″ N Longitude 89 2′59.99″W

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 _____, 2020, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE THIRD AMENDMENT TO LICENSE AGREEMENT BETWEEN UTILITY SERVICE COMMUNICATIONS CO., INC. (LICENSOR), AND CELLULAR SOUTH REAL ESTATE, INC. (LICENSEE), ALLOWING FOR RELOCATION OF EQUIPMENT FROM ONE TANK TO ANOTHER (49 51ST STREET TO 57 51ST STREET) AND ADDITION OF CERTAIN AND VARIOUS PIECES OF EQUIPMENT ON GULFPORT'S WATER TANK LOCATED ON 51ST STREET, AND FOR RELATED PURPOSES

WHEREAS, Cellular South Real Estate, Inc., ("**Licensee**") has contracted, via a License Agreement, with **Utility Service Communications Co., Inc.**, City of Gulfport's water tank management and communications marketing agent ("**Licensor**"), for a license to install, maintain and operate certain radio communications equipment on a tank site located in Bayou View at 51st Street in Gulfport, MS; and

WHEREAS, a First Amendment to the License Agreement was agreed to on July 17, 2012; and

WHEREAS, a Second Amendment to the License Agreement was agreed to on April 5, 2016; and

WHEREAS, Licensor and Licensee desire to modify and amend the aforementioned License Agreement via a Third Amendment; and

WHEREAS, pursuant to the Third Amendment, Licensee is authorized to remove all equipment from the water tank located at 49 51st Street; install the same equipment on the water tank located at 57 51st Street; and to modify their current loading and ground equipment as follows: remove six (6) RRU, four (4) Raycaps, nine (9) antennas, six (6) 1 5/8" coax, two (2)

fiber cables, two (2) power cables and to add six (6) RRH, six (6) Raycaps, six (6) antennas, six 1 5/8" coax, two (2) 1 5/8" Hybrid coax and move one (1) 25kw generator.

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 Mayor and City Council hereby officially approve the Third Amendment to License Agreement in substantially the form annexed hereto as **Exhibit "A"**, between the Licensor and Licensee, find that the same is in the best interest of the City and do hereby authorize the Mayor to execute and deliver the Third Amendment to License Agreement (and all counterparts thereof) in behalf of the City of Gulfport, Mississippi.

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 _____, 2020.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2020.

_____

MAYOR

3-3-2020

Tank Owner:	**City of Gulfport**
Old Tank Location:	**49 51st Street**
New Tank Location:	**57 51st Street**
	Gulfport, MS 39507
Licensor Project No.:	**126745**
Licensee Name:	**Cellular South Real Estate, Inc.**
Licensee Site Name:	**Bayou View WT**
Licensee Site ID:	**MS2526**

Third Amendment to License Agreement

THIS THIRD AMENDMENT TO LICENSE AGREEMENT ("Third Amendment") is made as of this _____ day of _____, 2020, between Utility Service Communications Co., Inc., a part of SUEZ, a Georgia Corporation, whose business address is P.O. Box 1350, 535 Courtney Hodges Blvd., Perry, Georgia 31069 (herein referred to as the "Licensor" or "Company") and City of Gulfport, whose business address is 2309 15th Street, Gulfport, MS 39501 (herein referred to as the "Tank Owner") and Cellular South Real Estate, Inc. whose business address is 1618 Highland Colony Parkway, Suite 330 Ridgeland, Mississippi 39157, (herein referred to as the "Licensee").

W I T N E S S E T H

WHEREAS, Licensor, Tank Owner and Licensee entered into a License Agreement dated May 2, 2006 ("Agreement"), a First Amendment dated July 17, 2012 ("First Amendment"), a Second Amendment dated April 5, 2016 ("Second Amendment") (the First Amendment and Second Amendment are collectively referred to as "Amendments") whereby Licensor granted Licensee permission to install, maintain and operate certain radio communications equipment ("Equipment") on a Tank Site located at 57 51st Street, Gulfport, MS 39507.

WHEREAS, Licensor, and Licensee desire to modify and amend the Agreement and/ or the Amendments as set forth herein.

WHEREAS, Licensee desires to remove all their equipment from the site located at 49 51st Street, Gulfport, MS and install new equipment at the new tank site located at 57 51st Street, Gulfport, MS. Modifications to their current loading and ground equipment will consist of: removing six (6) RRU, four (4) Raycaps, nine (9) antennas, six (6) 1 5/8" coax, two (2) fiber

cables, two (2) power cables and adding six (6) RRH, six (6) Raycaps, six (6) antennas, six (6) 1 5/8" coax, two (2) 1 5/8" Hybrid coax and move one (1) 25 kw generator.

WHEREAS, Licensee, PRIOR TO ANY MODIFICATIONS TO THE SITE must provide to Licensor all licenses, permits and any other required documentation; *however*, if said documents are not obtainable prior to the execution of this Third Amendment, Licensee must submit said documentation to Licensor no later than three (3) days from their issuance.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement, the parties hereto agree as follows:

1. Exhibit A-2 attached to the Second Amendment is hereby replaced with Exhibit A-3 attached.

2. Exhibit D-2 attached to the Second Amendment is hereby replaced with Exhibit D-3 attached.

3. Exhibit E-2 attached to the Second Amendment is hereby replaced with Exhibit E-3 attached.

4. In addition to any change in the Site Fee set forth in this Third Amendment, Licensee shall pay to Licensor within forty-five (45) days upon Licensee's execution and delivery of this Third Amendment a one time non-refundable Administrative Fee in the amount of <u>One thousand and no/100</u> <u>($1,000.00) Dollars</u>.

5. A final inspection must be completed by a representative of the Licensor. Licensee must supply advance notice to Licensor to perform inspection. Such inspection approval shall not be unreasonably withheld or delayed.

6. Section 7 of the Second Amendment shall be amended to provide for current notice requirements to Licensee as follows:

<u>If to Licensor:</u>
Utility Service Communications Co., Inc.
Attn: Debbie Sullivan
Vice President / Director
P.O. Box 1350
535 General Courtney Hodges Blvd.
Perry, Ga. 31069

Phone: 478-987-4663
Fax: 478-987-1844

Licensor Accounts Receivable:
Utility Service Communications
P.O. Box 207365
Dallas, TX 75320-7365
Reference Project # 126745 on remittance

Licensor Access Notification Requirement:
Lee Duke – Project Manager
478-988-5260 – 478-972-0762 - 478-396-0843
Or
Debbie Sullivan – Vice President / Director
478-988-5255- 770-301-1941 - 478-396-9534

7. The parties hereto expressly agree that in the event of any discrepancy or contradiction between the terms of the Agreement and the Amendments and the terms of this Third Amendment, full force and effect shall be given to the terms of this Third Amendment, and any clause, condition, restriction or other term of the Agreement and the Amendments that contradicts any term of this Third Amendment is hereby declared null and void. Except as herein modified, and subject to the foregoing, every provision, condition, obligation and covenant contained in the Agreement and the Amendments shall continue in full force and effect.

3-3-2020

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment as of the date first written above.

LICENSOR:

Utility Service Communications Co., Inc.

By: _____

Printed Name: Debbie Sullivan_____

Title:_Vice President / Director_____

Date:
_____

LICENSEE:

Cellular South Real Estate, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

TANK OWNER:

City of Gulfport, MS

Name: _____

Printed Name: _____

Title: _____Mayor_____

Date: _____

Exhibit A-3

Tank Owner:	**City of Gulfport**
New Tank Location:	**57 51st Street**
	Gulfport, MS 39507
Licensor Project No.:	**126745**
Licensee Name:	**Cellular South Real Estate, Inc.**
Licensee Site Name:	**Bayou View WT**
Licensee Site ID:	**MS2526**

1. **Frequencies:**
   Existing:
   Transmit: 1960-1970, 1940-1945, 880-890, 891.5-894, 728-740
   Receive: 1880-1890, 1860-1865, 835-845, 846.5-849, 698-710

   New:
   Transmit: 1935-1940
   Receive: 1855-1860

2. **FCC call letters:** **WQIZ436, WQJU563, KNKA618, KNLG287, WQBB382, WQIW744, WREM972**

3. **Type of Service:** **Cellular, PCS, LTE**

4. **Transmitter(s):**
   Existing to remain:
   Number: TWO (2)
   Make: LUCENT
   Model: MACRO & 9929
   Power Output:
   ERP: LESS THAN 1000

   Existing to be removed:
   Number: NONE

   New:
   Number: NONE

5. **Receiver(s):**
   Existing to remain:
   Number: TWO (2)
   Make: LUCENT
   Model: MACRO 4.0b / 9929

   Existing to be removed:
   Number: NONE

   New:
   Number: NONE

6. Diplexers(s): COMBINERS / BIAS-T

Existing to remain:
Number: NONE

Existing to be removed:
Number: NONE

New:
Number: NONE

7. Tower Mounted Amplifier(s): TMA / ODU/ RFU

Existing to remain:
Number: NONE

Existing to be removed:
Number: NONE

New:
Number: NONE

8. Tower Mounted Remote Radio Heads/Units: RRU / RRH/ FRIG / FXFB / FXMB

Existing to remain:
Number: NONE
Make: N/A
Model: N/A
Type: N/A
Dimensions: N/A
Weight: N/A

Existing to be removed:
Number: SIX (6)
Make: ALU
Model: RRH 4X40 / RRH 2X40-07L-AT
Type:
Dimensions: 21.2X2X7.2 / 24.8X11.5X5.7
Weight: 91 LBS / 52 LBS

New:
Number: SIX (6)
Make: Nokia
Model: (3) AHFIG & (3) AHLOA
Type: RRH
Dimensions: 27.36”x12.13”x5.59” & 22.05”x12.13”x7.44”
Weight: 77.2 & 83 lbs

9. Remote Controlled Antenna Tilt Units: RCU / RET

Existing to remain:
Number: NONE

Existing to be removed:
Number: NONE

New:
Number: NONE

10. Remote Mounted Junction / Distribution Box / COVP

Existing to remain:
Number: NONE

Existing to be removed:
Number: NONE

New:
Number: NONE

11. Surge Protector(s): Raycaps

Existing to remain:
Number: NONE
Make: N/A
Model: N/A
Type: N/A
Dimensions: N/A
Weight: N/A

Existing to be removed:
Number: FOUR (4)
Make: RAYCAP
Model: (1) FD SERIES,
(1) RALDC-3495-PF-48
(2) DC-1-48-60-0-CM2
Type: SURGE PROTECTORS
Dimensions: 20.32X18.86X5.76”
20.16X18.86X7’
6.25X8.25X2.75”
Weight: 18 – 13.85 – 2.9LBS

New:
Number: SIX (6)
Make: Raycap
Model: (2) RKEDC-3969-PF-48 / (4) RCSDC-5974 OVP
Type: SURGE PROTECTOR
Dimensions: 20.17”x18.9”x7.22” / 6.55”x7.41”x3.59”
Weight: 18 lbs. / 2.73 lbs.

12. Antenna(s):

Existing to remain:
Number: NONE
Make: N/A
Model: N/A
Type: N/A
Dimensions: N/A
Weight: N/A

Existing to be removed:
Number: NINE (9)
Make: (3) ANDREW, (3) COMSCOPE
(3)CSS
Model: (3) 856DG65VTASX
(3) HBXX-6517DS-A2M
(3) X7C-865-VR2
Type: PANEL, PANEL, DUALPOL
Dimensions: 72X12.5X7 / 74.9X12X6.5”
96X12X7.1”
Weight: 24.5 / 40.8/ 36.6 LBS

New:
Number: SIX (6)
Make: Commscope
Model: (3) LNX6514DS-A1M & (3) FFHH65B-R3
Type: panel / panel
Dimensions: 80.63”x11.85”x7.1” & 72.04”x25.19”x9.25”
Weight: 32 lbs & 101.4 lbs

13. Microwave(s):

Existing to remain:
Number: NONE

Existing to be removed:
Number: NONE

New:
Number: NONE

14. Coax:

Existing to remain:
Number: NONE
Make: N/A
Model: N/A
Size: N/A 1 5/8”
Color: white

Existing to be removed:
Number: SIX (6)
Make: EUPEN
Model:
Size: 1 5/8”
Color: WHITE

New:
Number: SIX (6)
Make: EUPEN
Size: 1 5/8”
Color: WHITE

15. Fiber / DC / RET Cable(s):

Existing to remain:
Number: NONE
Make: N/A
Model: N/A
Size: N/A
Color: N/A

Existing to be removed:
Number: FOUR (4)
Make: (2) OFS & (2) Beldon
Model:
Size: 0.28” & 1.19”
Color:

New:
Number: TWO (2)
Make: Eupen
Model: Hybrid
Size: 1 5/8”
Color: WHITE

16. Generator:

Existing to Remain:
Number: NONE

Existing to be removed:
Number: One (1)
Make: Taylor
Model: DS25
Size: 25kw

New:
Number: One (1)
Make: Taylor
Model: DS25
Size: 25kw

17. Fuel Tank:

Existing to Remain:
Number:

Existing to be removed:
Number: One (1)
Make: DIESEL
Model: belly tank
Size: 150 gallons

New:
Number: ONE (1)
Make: DIESEL
Model: SELF CONTAINED BELLY TANK
Size: 150 gallons

18. Licensee's Existing Ground space measuring 15' x 20' will now measure 15' x 25" concrete slab at the new tank site.

19. All tower mounted equipment, including but not limited to: Antennas, Microwaves, Diplexers, Amplifiers, Remote Controlled Tilts, Remote Radio Heads, Junction/Distribution Boxes and Surge Protectors must be approved by Licensor. Exact location, mounting method, height, and orientation of tower mounted equipment must be approved by Licensor. Loose gravel is NOT permitted at the site.

Removing **Nine, (9)** antennas mounted on nine (9) post(s) on the **handrail** at the **146'** level.
Adding **Six (6)** antennas on the new tank to be mounted on six (6) post(s) and six (6) RRU's to be mounted on three (3) on the **corral** at the **189.27'** level, giving Licensee a total of **6** antennas and 6 RRU's on 9 post(s) with at a maximum separation between posts of five feet in each sector.

20. Antenna Orientation:

Alpha position at **45** degrees, on Post(s) # 8, 9 & 10
Beta position at **180** degrees, on Post(s) # 23, 24 & 25
Gamma position at **300** degrees, on Post(s) # 38, 39 & 40

Post #'s 9, 24 & 39 will be used for Licensee RRU's

21. Scope of work relating to this upgrade:

Installing new equipment listed below onto the new tank. Existing equipment on the old tank to be removed in order for the tank to be dismantled. Licensee's coax can remain on the old tank along with the ice bridge.

22. Final Configuration:

SIX (6) RRU
SIX (6) RAYCAPS
SIX (6) ANTENNAS
SIX (6) 1 5/8" COAX
TWO (2) 1 5/8" HYBRID CABLES (TO BE SHRINK WRAPPED TO MATCH TANK COLOR)

Exhibit D-3

Utility Service Communications Co., Inc.
Structural & Drawing Requirements

Structural Requirements:

Standards:

1. ANSI/ TIA-222-G: Structural Standard for Antenna Supporting Structures and Antennas
    a. Section 15: Existing Structures
2. ASCE/ SEI 7: Minimum Design Loads for Buildings and other Structures
    a. Section 15.7.7: Water Storage and Water Treatment Tanks and Vessels
3. ANSI/AWWA D100: Welded Carbon Steel Tanks for Water Storage
    a. Appendix A.5.6: Antennas and Related Equipment
4. ANSI/AWWA D103: Factory-Coated Bolted Carbon Steel Tanks for Water Storage

A rigorous structural analysis, with calculations, of the entire structure using design loads appropriate for the geographical area per the latest applicable standards and local codes. The analysis must determine the overall stability and show the actual versus allowable stresses for the structural members and connections including anchor bolts, wind rods, columns and struts. In addition, local stresses should be evaluated at the antenna supports attachment points. Analysis must include fully loaded corral if applicable.

Summary page must include:

1. Size of Tank (Capacity in gallons)
2. Style of Tank (Elevated, Pedisphere, Composite etc.)
3. Total number of posts if corral installation and number of coax
4. Total number of posts, antennas and coax if balcony installation
5. Diameter of Tank bowl and balcony
6. Total Tank height
7. Balcony height
8. List of all equipment installed on tank. To include Model Numbers, Dimensions and Weight
9. Type of analysis (feasibility or rigorous)
10. Design Loading Criteria: Occupancy Category, Applicable Load Cases (Wind, Ice, Seismic, etc.) and Controlling Load Combinations
11. Results of analysis
12. Proposed reinforcement of existing members and/or connections and all proposed additional members where needed
13. Sources of Data: Previous Structural Analysis, Fabrication Drawings, Field mapping, As-Built Drawings, Geotechnical Reports, etc.

Drawing Requirements:

1. All drawings must be Site specific
2. If Licensor's Project Manager has made site visit prior to drawing, a sketch of site (not to scale) will be given to Site Acquisition Representative
3. 4-6 gang meter for Power and Telco must be placed at the Site to accommodate utility meter reader
4. Coax will be required to be buried by Licensor's Project Manager and/or Tank Owner, unless prior approval has been given by Licensor for alternate method (ice bridge)
5. Coax must be routed on the inside (riser side) face of the Tank leg. Only exception: design of Tank would not allow
6. First Licensees coax must be installed in the inside of a hinged jumbo cluster bracket. Subsequent Licensees may be required to install on the outside of same bracket, if ground Equipment location is limited
7. Tank height, RAD center height, balcony height must be on plans
8. If Licensee is co-locating on top of Tank or corral, the diameter of Tank must be on plans. Plans must indicate current antenna locations on the Tank, by post number with post #1 = True North
9. Only full sealed welding is allowed and must be indicated on plans
10. All coax running over the bowl of Tank must have at least four foot (4') separation from Tank logo and coax must be shrouded with shrouding painted to match Tank
11. Corral must be painted to match Tank
12. Licensee may be required to use white or colored coax to match Tank.
13. Painting of coax not allowed
14. Corral posts must be marked 1, 2, 3, etc., indicating which post Licensee will be using and the orientation of the antenna. Post number one (#1) to align with True North. (No skipping of post within a sector)
15. The number of coax installed must be denoted on plans. Also must have a detail showing coax being installed on the kickers
16. Licensee may be required to install a "Stymielock" at the compound entry gate. If applicable this lock must be denoted on the drawings
17. Signature box with date must be included on the title sheet drawings. Signature box to include:
    a. Licensor's Project Manager
    b. Licensee Project Manager
18. The distance from Tank to Equipment shall be no less than ten feet (10')
19. Licensed Ground area must be in concrete not gravel, due to ground maintenance problems. No loose gravel is allowed at the site
20. Include cover sheet listing General Structural Notes (Applicable codes, Standards, Design Load Criteria), Structural Metals, etc. as applicable

Installation must follow the Installation Standards attached in License Agreement/Amendment along with any site-specific requirements and/or Governmental and AWWA standards.

Installation inspection must be performed by Licensor prior to Licensee being allowed to go on air (Regardless of Contractor).

Licensor's Project Manager will make every effort to meet at the Tank Site with Tank Owner, Site Acquisition contact, Project Manager and any other parties prior to Licensee submitting for plans. This will help insure drawings are correct the first time.

Make sure all involved parties are issued these requirements as well as Exhibit E Installation Standards in License Agreement/Amendment.

If you have any questions, please contact:

Lee Duke, Project Manager
Office: 800-679-7819 Desk: 478-988-5260 Cell: 478-396-0843

OR

Debbie Sullivan, Vice President / Director
Office: 800-679-7819 Desk: 478-988-5255 Cell: 478-396-9534

Exhibit E-3

Utility Service Communications Co., Inc.
Installation Standards for Antennas and Related Communication Equipment

1.0 Introduction:

1.1 The various communication companies have been installing antennas and related communication Equipment on Tanks/Site for a number of years, but more recently the frequency and complexity of these installations has increased dramatically. The types of installations typically being utilized have the potential of reducing the structural integrity of the Tank facility and have several adverse effects on the maintenance of the structure and its coating systems. Major Tank manufactures have historically avoided providing any engineering analysis or installation assistance with regard to this type of Equipment.

1.2 The purpose of this standard is to:

1. Provide a general guide for Licensee, their consultants, site construction managers, installation contractors and their crews.
2. Prevent possible structural failure.
3. Ensure compliance with the industry standards.
4. Ensure current operational and maintenance standards.
5. Provide maintenance access to the Tank.

New appurtenances and attachments are to be in compliance with the latest AWWA standards including proposed amendments and or commentaries.

1.3 Licensee may be required to install a “Stymielock” on the compound entry gate & any time during the Licensee’s occupancy of the site.

1.4 Antenna installations on Tanks without previous Licensee antenna installations will be required to furnish and erect a corral in accordance with Licensor’s standard design and meeting the OSHA 1926.502 and 1910.23 Rail Requirements with a locking gate when applicable. Corral shall be sized to fit the diameter of the Tank

1.5 At Tank Owner’s request, Licensee may be required to use white or colored coax to match the color of the Tank as closely as possible.

2.0 Contractor Qualifications:

2.1 All Licensee installations require the use of certified electronics technicians, steeplejacks electricians or licensed contractors that have received Licensor’s approval prior to commencing any installation work. Such approval shall require the completion of a Licensor’s Contractors Qualification Package along with submittal of photographs of prior Tank installations. All installation work shall be

in accordance with an Licensor's previously approved installation plan. Licensor, at its sole discretion, shall have the right to supervise the installation at Licensee's expense of any and all Equipment. Certificates of insurance will be required by Licensor of any installer.

2.2 All approved installers shall have demonstrated capability of conforming to established manufacturer's installation standards, as well as any special standards imposed by Licensor. All work shall be performed in a neat and workmanlike manner. Licensor may require that certain work be supervised and or inspected by Licensor's approved contractor at Licensee's expense.

2.3 All installers will have a certified welder per AWS D1.1 performing any welding.

2.4 All installers will have a demonstrated familiarity with AWWA D100 standards as it relates to the installation of appurtenances and attachments.

3.0 **Health and Safety:**

3.1 Access to an existing structure shall not be permitted by installation personnel without the express consent and approval of Licensor.

3.2 Any access to the interior of the Tank is not permitted unless the Tank is emptied, taken out of service and isolated from the water supply system.

3.3 Precautions shall be taken to prevent water contamination. Any intrusion to the Tank interior may be considered contamination. If contamination occurs disinfect the Tank (see ANSI/AWWA C652)

3.4 Lockout and Tagout procedures should be in place and followed.

3.5 Site keys obtained will not be duplicated. Combinations shall not be shared with anyone other than the Licensor and Licensee's tech personnel.

3.6 Personal RF monitors must be worn and examined when it is not possible to turn off the energy to any and all existing devices on the structure.

3.7 The coating system shall be checked for hazardous materials. Where hazardous materials are found, the environment, potable water supply and all personnel shall be protected from contamination in accordance with applicable standards.

3.8 The contractor shall provide fall protection for their personnel during installation or inspection of any Equipment in accordance with OSHA.

3.9 Cables shall not be attached to any ladder structures, in accordance with OSHA standards.

3.10 Manholes and other access ports shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.

3.11 Balconies and platforms shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.

3.12 Licensee's contractor must comply with applicable Site Safety Plans.

4.0. **General Workmanship:**

4.1 Epoxy attachments shall not be used. Epoxy compounds can lose strength at temperatures exceeding 140 degrees Fahrenheit. Additionally, epoxy compounds can be subjected to extreme stresses from thermal expansion/contraction of the metal structure due to changes in the ambient temperature and subsequently exhibit shear failure.

4.2 Stud welding shall not be used. A properly installed stud weld will scorch the internal coating system in the same manner as a full seal weld. In addition, the plate attachment to the studs is open to water seepage and corrosion from trapped water and moisture. Proper coating procedures cannot be used on the Tank surfaces that have plates or other attachments bolted to them.

4.3 Any penetrations larger than three inch (3") in diameter that are to be cut into the support structure require special expertise in design and installation to minimize the possibility of structural damage to the structure. Consideration should be given to reducing the Tank water level whenever openings are cut into the support structure per AWWA D100 – A5.6 recommendations. A professionally engineered solution must be provided.

4.4 Older Tanks are prone to hidden corrosion. A careful inspection of all components, including ultrasound thickness measurements are recommended to verify the Tank's structural strength relative to the original design. Corrective repairs should be made as recommended by a professional structural engineer competent with ANSI/ TIA-222-G, ASCE/SEI 7 and AWWA D100 standards.

4.5 Should Licensee's Equipment installed on the Tank and Site be allowed to remain at the site during tank maintenance at Licensee's expense antenna cables should be arranged and located to allow protective wrapping during abrasive blasting and recoating. Neatly arranged cables shall be offset from the Tank to allow maintenance contractors to perform this work without removing the cable runs. Chaining or strapping to tower legs or handrails is not allowed. Cable runs should be routed under balconies or walkways to minimize access and rigging interference. Vertical coax routing up a leg should be orientated towards the center of the Tank on the inside face of the leg, typically between the struts and riser rods.

4.6 Licensee shall use hinged cluster brackets with snap-in clips capable of supporting twenty-four (24) 1 5/8” coax cables and shall route the coax cables on the inside of the cluster brackets.

4.7 Cables and antenna shall be installed to provide a minimum of six inch (6”) clearance from the coating systems. Any deviations must be expressly approved by Licensor.

4.8 Coax runs shall have a minimum of four foot (4’-0”) clearance from Tank logos. The coax run on the Tank bowl shall be shrouded and painted to match the Tank.

4.9 A heavy duty “Hoisting Bracket” shall be installed at the top of the messenger pipe for the purpose of coax support on the tank leg. The weight of the coax cannot be supported on the catwalk penetration or on the bowl brackets used for routing coax over the dome.

4.10 If new antennas are installed on the top of the Tank, FAA obstruction lighting may need to be installed or raised to meet FAA guidelines. Local FAA height restrictions should be adhered to strictly.

4.11 Many components common to the communications industry are designed for easy shipping. When bolted together, back to back components should be seal welded to prevent future corrosion and rust streaking.

4.12 When electrical components are installed within the Tank support pedestal, the effects of high humidity, moisture and condensations should be considered and the Equipment adequately protected or waterproofed.

4.13 Interference with interior Tank components should be considered and avoided to minimize cable rerouting.

4.14 Penetrations shall be designed in accordance with AWWA D100 Section 3.13.

4.15 Penetrations through walkways and platforms shall be toe board compliant in accordance with OSHA regulations.

4.16 Ground bars and leads shall not be installed on any part of the structure. Full seal welded coax and antenna standoffs may be utilized for mounting ground bars and leads.

4.17 A rigorous structural analysis by a professional engineer competent in the application of the ANSI/ TIA-222-G, AWWA D100 and ASCE 7 Standards is required on each structure.

4.18 All installers shall comply with applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC codes, as well as EIA, TIA and AWWA, Standards will apply.

4.19 All materials and workmanship are to be in compliance with the latest AWWA standards.

5.0 **Welding:**

5.1 All welding shall be in accordance with AWWA D100 Section 8, Welding and Section 11, Inspection and Testing. This requires all welders to be certified in accordance with AWS D1.1. Only Licensor's approved contractors will be allowed to weld on Licensor's managed Tanks.

5.2 All welds to the Tank surface shall be made with E7018 low hydrogen rod and shall be smooth and free of burs and undercuts. Unacceptable welds shall be repaired as Section 6.1 below indicates to meet AWWA D100 requirements.

5.3 No welding shall be done when the ambient temperature is below 32 degrees Fahrenheit unless the cold weather welding requirements of AWWA D100, Section 10.2.1 are followed.

5.4 Penetrations shall not intersect Tank weld seams. Penetrations should clear existing seams by 6 inches (6"). If this clearance is not possible, a review by a professional engineer shall be made of adjacent weld seams that may be affected by local welding.

5.5 Welding to the Tank or access tube opposite the water level is not permitted. The water level shall be drawn down to a level not less than 2 feet (2') below the point of welding.

5.6 Galvanized components shall not be welded directly to the Tank surface. Galvanized surfaces mating to the Tank structure must be ground free of galvanizing prior to welding.

5.7 Tubular columns on multi-leg supported Tanks are hermetically sealed and must not be breached or punctured under any circumstance since moisture will accumulate inside the leg and eventually cause serious structure damage.

6.0 **Painting:**

6.1 Welding may cause blistering of the interior paint opposite the weld. Damaged interior paint surfaces shall be repaired in a manner that is compatible with the existing paint system. Exterior paint damage shall be repaired after completion of the antenna installation, and should be compatible with the existing paint system. It is recommended that a one-year anniversary inspection be made to evaluate the quality of the touchup and repainting if required. AWWA D102 should be consulted for proper paint procedure.

6.2 All painting and surface preparation shall be in compliance with SSPC and NACE regulations.

6.3 Utility Service Company must be given “First Right of Refusal” to perform the interior touch ups on Tanks that are currently being maintained by Utility Service Company.

7.0 **Electrical:**

7.1 All installation work shall be performed in a neat and workmanlike manner. Any new installation shall not cause mechanical, electrical or electronic interference to other RF Equipment located on the site.

7.2 All installations shall comply with all applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC codes, as well as EIA, TIA and AWWA standards must be adhered to.

7.3 All RF Equipment and transmission lines installed shall be FCC type accepted for the radio service and frequencies proposed in the License Agreement and attached exhibits.

7.4 All transmission lines shall be attached to tower coax supports using snap-in hangers. The use of stainless steel angle adapters (Andrew 31768A or approved equal) is authorized. Cable ties are not permitted.

7.5 Cable runs shall be buried between the tower and electrical Equipment housing. Any excessive or slack cabling must be attached at the cabinet or inside the shelter. No excessive or slack cabling should be visible on the Tank or attached to the Tank itself.

7.6 When possible, the Equipment cabinet or shelter will be located a minimum of ten feet (10’-0”) from the Tank.

7.7 A four (4) to six (6) gang meter for Power and Telco shall be provided by the Licensee.

8.0 **Equipment:**

8.1 All transmission lines shall be tagged at the top and bottom of each run near the connector with an identification tag containing the Licensee’s name, with Sector location FCC or IRAC call sign and the frequency assigned. Brass tags with copper wire are preferred. Plastic tags with vinyl labels or indelible ink markings are acceptable. Licensee’s name, site name, site I.D., site address, contact for the licensee, phone number and the output power must be posted at the site.

8.2 Licensee shall be responsible for the proper signage at the site per all regulatory requirements. Attaching signs to the Tank is not allowed.

8.3 Equipment shall only be installed in locations and positions determined by the Licensor. The Licensor's Project Manager will designate the exact locations for the installation of electric equipment, transmission lines and antennas. If for any reason the proposed installation cannot conform to these instructions, the Licensor's Project Manager shall be contacted prior to any further work.

8.4 All installed Equipment shall be housed in suitable EIA approved enclosures or Equipment racks. All enclosure doors and covers shall remain closed and locked at all times except during actual Equipment servicing.

8.5 New installations will not cause mechanical, electrical or electronic interference to other Licensee's RF Equipment, other associated Licensee's Equipment or any Licensor Equipment located in the Equipment shelter, tower structure or anywhere else on the site.

8.6 The use of Ice Bridges must be approved by the Licensor.

9.0 **Inspections & Approvals:**

9.1 Licensor shall require a structural analysis for review and approval. (See "Exhibit D-3" for Requirements)

9.2 Licensor shall be provided with 'as-built plans' for review.

9.3 Licensor shall be provided with all drawings for review and approval prior to start of construction. (See "Exhibit D-3" for Requirements)

9.4 Licensee must have the following in hand prior to releasing the site for permitting.
A. Fully Executed License Agreement / Amendment
B. Licensor's Approved Structural
C. Licensor's Approved and Stamped Drawings
D. Licensor's Approved Contractor to perform the work on the tank
E. All fees and charges must be paid
F. Copy of P.O. Confirming Scope of Work (Pricing redacted)
G. Licensor Issued NTP Executed with a firm construction start date

9.5 Licensor will issue an NTP prior to the site being released for construction/permitting. Licensee must sign and give a firm construction date and return the NTP to Licensor. Licensor will then release the site for construction. Licensor will supply a Tank Owner contact name and number to Licensee.

9.6 Licensor must be supplied with a copy of the Purchase Order (P.O.) and/or Notice to Proceed (NTP) and a tentative schedule date of when exterior and interior touch up will be completed.

9.7 Contractor shall provide a closeout package at the end of the project prior to acceptance by Licensor. This package shall supply as a minimum, photographs, sweep charts, copies of permits and as-built drawings and lien waivers for subcontractors and vendors.

9.8 Licensor must complete a final inspection and approve the installation prior to Licensee going on air.
(Regardless of Contractor)

<u>If you have any questions regarding these installation standards contact:</u>

Lee Duke, Project Manager
Office: 800-679-7819 Desk: 478-988-5260 Cell: 478-396-0843

OR

Debbie Sullivan, Vice President / Director
Office: 800-679-7819 Desk: 478-988-5255 Cell: 478-396-9534

3-6-2020

Tank Owner:	**City of Gulfport**
Old Tank Location:	**49 51st Street**
New Tank Location:	**57 51st Street**
	Gulfport, MS 39507
Licensor Project No.:	**125241**
Licensee Name:	**Cellco Partnership d/b/a Verizon Wireless**
Licensee Site Name:	**GC Airline Road – Relo**
Licensee Site ID:	**573691**

Fifth Amendment to License Agreement

THIS FIFTH AMENDMENT TO LICENSE AGREEMENT ("Fifth Amendment") is made as of this _____ day of _____, 2020, between Utility Service Communications Co., Inc., a part of SUEZ, a Georgia Corporation, whose business address is P.O. Box 1350, 535 Courtney Hodges Blvd., Perry, Georgia 31069 (herein referred to as the "Licensor" or "Company"), The City of Gulfport whose business address is 4050 Hewes Avenue, Gulfport, Mississippi 39501 (herein referred to as the "Tank Owner") and Cellco Partnership d/b/a Verizon Wireless, whose business address is One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 079220 (herein referred to as the "Licensee").

W I T N E S S E T H

WHEREAS, Licensor and Licensee's predecessor in interest entered into a License Agreement dated February 13, 2004 ("Agreement"), a First Amendment dated August 6, 2008 ("First Amendment"), a Second Amendment dated September 21, 2010 ("Second Amendment"), a Third Amendment dated September 6, 2011 ("Third Amendment") and a Fourth Amendment dated July 16, 2013 (Fourth Amendment") whereby Licensor granted Licensee permission to install, maintain and operate certain radio communications Equipment ("Equipment") on a Tank Site located at 49 51st Street, Gulfport, MS 39507 (the "Existing Tank Site").

WHEREAS, Tank Owner determined it will replace the existing water tank with a new water tank to be located at 57 51st Street, Gulfport, MS 39507 (the "New Tank Site") and in connection therewith has requested that Licensee relocate it equipment from the Existing Tank Site to the New Tank Site.

WHEREAS, Licensor, Licensee and Tank Owner desire to enter into this Fifth Amendment to document the removal of Licensee's Equipment from the Existing Tank Site and installation of its Equipment at the New Tank Site. Details of the equipment to be installed on the new tank are listed on the Exhibit A-5 attached hereto.

WHEREAS, Licensee, PRIOR TO ANY MODIFICATIONS TO THE NEW TANK SITE must provide to Licensor all licenses, permits and any other required documentation; in accordance with the Agreement, including, but not limited to, Paragraph 5 therein: *however*, if said documents are not obtainable prior to the execution of this Fifth Amendment, Licensee must submit said documentation to Licensor no later than three (3) days from their issuance.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement, the parties hereto agree as follows:

1. Exhibit A-4 attached to the Fourth Amendment is hereby replaced with Exhibit A-5 attached hereto. For the avoidance of doubt, Equipment listed as "existing" in the Exhibit A-5 refers to Equipment existing on the Existing Water Tank as of the date of this Fifth Amendment some of which may be relocated to the New Water Tank as indicated on Exhibit A-5.

2. Exhibit B and Exhibit B-1 attached to the Agreement is hereby replaced with Exhibit B-5 and Exhibit B-5-1 attached hereto.

3. Exhibit C attached to the Agreement is hereby deleted in its entirety. Licensee agrees to separately provide Licensor with copies of its licenses, permits, and other required documentation in accordance with the Agreement, including but not limited to, Paragraph 5 herein, and in accordance with this Fifth Amendment.

4. Exhibit D-4 attached to the Fourth Amendment is hereby replaced with Exhibit D-5 attached hereto.

5. Exhibit E-4 attached to the Fourth Amendment is hereby replaced with Exhibit E-5 attached hereto.

6. Exhibit F attached to the Agreement is hereby supplemented by Exhibit F-5 attached hereto.

7. The amount of the Site Fee provided for in Section 4 of the Fourth Amendment shall be amended to reflect an increase in the Site Fee to: Five Thousand Six Hundred One and No/100 ($5,601.00) Dollars effective the earlier of first day of the month in which the modifications commence or April 1, 2020 (the "New Site Fee Commencement Date"), which shall be due and payable on the first day of each month. The Site Fee shall thereafter increase in accordance with the Agreement with the next scheduled increase to occur on December 1, 2020 at a rate of three percent (3%). To enable proper crediting of Licensee payments, please include the Site Name, Site Address, Licensor Project Number 125241 and Site I.D. Number on remittance to Licensor.

8. In addition to any change in the Site Fee set forth in this Fifth Amendment, Licensee shall pay to Licensor within forty-five (45) days of Licensee's execution and delivery of this Fifth Amendment a one time non-refundable Administrative Fee in the amount of One thousand and no/100 ($1,000.00) Dollars.

9. A final inspection must be completed by a representative of the Licensor. Licensee must supply advance notice to Licensor to perform inspection. Such inspection approval shall not be unreasonably withheld or delayed.

10. Section 15 of the Second Amendment shall be amended to provide for current notice requirements to Licensor or Licensee as follows:

Licensee Notice: Legal
Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attn: Network Real Estate

Licensee Accounts Payable:
180 Washington Valley Road
Bedminster, NJ 07921
Attn: Network Real Estate
Phone No.: (866) 862-4404

Licensee Emergency Contact:
VZW National Operation Center: 800-264-6620

If to Licensor:
Utility Service Communications Co., Inc.
Attn: Debbie Sullivan
Vice President / Director
P.O. Box 1350
535 General Courtney Hodges Blvd.
Perry, Ga. 31069
Phone: 478-987-4663
Fax: 478-987-1844

Licensor Accounts Receivable:
Utility Service Communications Co., Inc.
P.O. Box 207365
Dallas, TX 75320-7365
Please note Licensor's project number 125241 on remittance.

Licensor Access Notification Requirement:
Lee Duke – Project Manager
478-988-5260 or 478-972-0762
Or
Debbie Sullivan – VP Site Management
478-988-5255 or 770-301-1941

11. The parties hereto expressly agree that in the event of any discrepancy or contradiction between the terms of the Agreement and/or any previous Amendments and the terms of this Fifth Amendment, full force and effect shall be given to the terms of this Fifth Amendment, and any clause, condition, restriction or other term of the Agreement and/or any previous Amendments that contradicts any term of this Fifth Amendment is hereby declared null and void. Except as herein modified, and subject to the foregoing, every provision, condition, obligation and covenant contained in the Agreement and/or any previous Amendments shall continue in full force and effect. The parties further acknowledge and agree that this Fifth Amendment is contingent on the following: (1) Licensor and Tank Owner entering into an addendum to the Management Agreement adding the New Tank Site to the list of sites that Licensor has authority to market and manage pursuant to the Management Agreement, which such addendum will become Exhibit F-5 at; and (11) both Licensor and Tank Owner executing this Fifth Amendment.

IN WITNESS WHEREOF, the undersigned have executed this Fifth Amendment as of the date first written above.

LICENSOR:
Utility Service Communications Co., Inc.

By: _____

Printed Name: Debbie Sullivan

Title: Vice President / Director

Date: _____

TANK OWNER:
City of Gulfport

By: _____

Printed Name: _____

Title: _____

Date: _____

LICENSEE:
Cellco Partnership
D/B/A VERIZON WIRLESS

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A-5

Tank Owner:	**City of Gulfport**
New Tank Location:	**57 51st Street**
	Gulfport, MS 39507
Licensor Project No.:	**125241**
Licensee Name:	**Cellco Partnership d/b/a Verizon Wireless**
Licensee Site Name:	**GC Airline Road - Relo**
Licensee Site ID:	**573691**

1. **Frequencies: No change**
   Existing:
   Transmit: Cellular 871.11-878.49 & LTE 746-757 & AWS 2120-2130
   Receive: Cellular 826.11-833.49 & LTE 776-1008 & AWS 1720-1730

   New:
   Transmit: Same
   Receive: Same

2. **FCC call letters: LTE- KNKA782, WQJQ692, KNLF234, WQGD428**

3. **Type of Service: Cellular, LTE, AWS**

4. **Transmitter(s):**
   Existing to remain:
   Number: NONE

   Existing to be removed:
   Number: THREE (3)
   Make: Lucent
   Model: Lucent Modcell
   Power Output: 16 WATTS
   ERP: 114

   New:
   Number: THREE (3)
   Make: Lucent
   Model: Lucent Modcell
   Power Output: 16
   ERP: 114

5. **Receiver(s):**

Existing to remain:
Number: NONE

Existing to be removed:
Number: THREE (3)
Make: Lucent
Model: Lucent Modcell

New:
Number: THREE (3)
Make: Lucent
Model: Lucent Modcell

6. **Diplexers(s): COMBINERS / BIAS-T**

Existing to remain:
Number: N/A

Existing to be removed:
Number: N/A

New:
Number: N/A

7. **Tower Mounted Amplifier(s): TMA / ODU/ RFU**

Existing to remain:
Number: N/A

Existing to be removed:
Number: THREE (3)
Make: Andrew
Model: E15Z09P94
Type: TMA
Dimensions: 8.7" x 6.1" x 4.3"
Weight: 11.9 lbs

New:
Number: N/A

8. **Tower Mounted Remote Radio Heads/Units: RRU / RRH/ FRIG / FXFB / FXMB**

Existing to remain:
Number: N/A

Existing to be removed:
Number: N/A

New:
Number: SIX (6)
Make: Nokia
Model: (3) AHBCC AirScale Dual RRH 4T4R B5
(3) B13 320W AHFIC AirScale Dual RRH 4T4R B2/B66a 320W
Type: RRU
Dimensions: 22' x 12' x 7"
Weight: 83.8 lbs / 79.4 lbs

9. **Remote Controlled Antenna Tilt Units: RCU / RET**

Existing to remain:
Number: N/A

Existing to be removed:
Number: N/A

New:
Number: N/A

10. **Remote Mounted Junction / Distribution Box / COVP**

Existing to remain:
Number: N/A

Existing to be removed:
Number: N/A

New:
Number: Six (6) 3 tower / 3 shelter
Make: Raycap
Model: RC2DC-3315
Type: 6 Circuit OVP
Dimensions: 29"Hx15.7"Wx10.3"D
Weight: 32 lbs

11. **Surge Protector(s):**

Existing to remain:
Number: N/A

Existing to be removed:
Number: N/A

New:
Number: N/A

12. **Antenna(s):**

Existing to remain:
Number: NONE

Existing to be removed:
Number: NINE (9)
Make: Andrew/Andrew
Model: (3) LNX-6515DS-R2M /(6) HBX-6517DS-VTM
Type: Panel
Dimensions: 95.7"x11.9"x7.1" / 74.88"x6.54"x3.3"
Weight: 49.8 lbs / 13.67 lbs

New:
Number: NINE (9) THREE (3) OF THESE ARE IN RESERVE
Make: Commscope
Model: NHH 65C R2B
Type: Panel
Dimensions: 96" x 11.9" x 7.1"
Weight: 51.6 lbs
MUST RECEIVE AN NTP FROM LICENSEE PRIOR TO INSTALLING THE (3) ANT IN RESERVE

13. Microwave(s):

Existing to remain:
Number: N/A

Existing to be removed:
Number: N/A

New:
Number: N/A

14. Coax:

Existing to remain:
Number: NONE
Make:
Model:
Size:
Color:

Existing to be removed:
Number: TWELVE (12) (6/6)
Make: Andrew/RFS
Model: Unknown / 6 LCF158-50J
Size: 1 5/8"
Color: White / Blue

New:
Number: THREE (3) Hybrid
Make: Commscope / Commscope
Model: 6x12 Hybrid
Size: 1 5/8"
Color: White

15. Fiber / DC / RET Cable(s):

Existing to remain:
Number: N/A

Existing to be removed:
Number: N/A

New:
Number: N/A

16. Generator:

Existing to Remain:
Number: NONE

Existing to be removed:
Number: ONE (1)
Make: Katolight
Model:
Size: 35KW

New:
Number: ONE (1)
Make: Kohler Diesel
Model: 30REOZK4 Diesel
Size: 30 kw

17. Fuel Tank:

Existing to Remain:
Number: N/A

Existing to be removed:
Number: N/A

New:
Number: One (1)
Type: Self-Contained Diesel (Resides under the generator)
Size: 203 Gallon

18. Licensee's New Ground space will be a 15' x 25' at the new site.

19. All tower mounted equipment, including but not limited to: Antennas, Microwaves, Diplexers, Amplifiers, Remote Controlled Tilts, Remote Radio Heads, Junction/Distribution Boxes and Surge Protectors must be approved by Licensor. Exact location, mounting method, height, and orientation of tower mounted equipment must be approved by Licensor. Loose gravel is NOT permitted at the site.

Removing nine (9) antennas, three (3) TMA's and twelve (12) coax lines mounted on the existing water tank.
Adding nine (9) antennas mounted on nine (9) posts # 44,45,1,14,15,16,29,42 and 43 post(s) on the corral at the ~170' level, giving Licensee a total of nine (9) antennas on nine (9) post(s) at a maximum separation between posts of five feet in each sector along with three (3) RRH's , and three (3) hybrid fiber lines to the new water tank. With three (3) RRH's within Licensee's ground equipment.

20. Antenna Orientation:
Alpha position at 0 degrees and 30 degrees, on Post(s) 44, 45 and 1
Beta position at 120 degrees and 140 degrees, on Post(s) 14, 15 and 16
Gamma position at 230 degrees and 300 degrees, on Post(s) 29, 30 and 31

21. Scope of work relating to this upgrade:
Removing nine (9) antennas, three (3) TMA's and twelve (12) coax lines mounted on the existing water tank.
Adding nine (9) antennas mounted on nine (9) posts # 44,45,1,14,15,16,29,42 and 43 post(s) on the corral at the ~170' level, giving Licensee a total of nine (9) antennas on nine (9) post(s) at a maximum separation between posts of five feet in each sector along with three (3) RRH's , and three (3) hybrid fiber lines to the new water tank.

Three (3) RRH's within Licensee's ground equipment. Licensee will be removing one (1) 35kw generator from old site and add one (1) 30kw Diesel generator with self-contained 203 gallon fuel tank to the new site.

22. Final Configuration:

Six (6) RRU's
Six (6) OVP's (Three (3) on tank and three (3) in cabinet)
Nine (9) Antennas (Six (6) installed and three (3) in reserve
Three (3) 1 5/8" Hybrid cables

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Exhibit B-1

Site Drawings

Exhibit D-5

Utility Service Communications Co., Inc.
Structural & Drawing Requirements

Structural Requirements:
Standards:

1. ANSI/ TIA-222-H: Structural Standard for Antenna Supporting Structures and Antennas
    a. Section 15: Existing Structures
2. ASCE/ SEI 7: Minimum Design Loads for Buildings and other Structures
    a. Section 15.7.7: Water Storage and Water Treatment Tanks and Vessels
3. ANSI/AWWA D100: Welded Carbon Steel Tanks for Water Storage
    a. Appendix A.5.6: Antennas and Related Equipment
4. ANSI/AWWA D103: Factory-Coated Bolted Carbon Steel Tanks for Water Storage

A rigorous structural analysis, with calculations, of the entire structure using design loads appropriate for the geographical area per the latest applicable standards and local codes. The analysis must determine the overall stability and show the actual versus allowable stresses for the structural members and connections including anchor bolts, wind rods, columns and struts. In addition, local stresses should be evaluated at the antenna supports attachment points. Analysis must include fully loaded corral if applicable.

Summary page must include:

1. Size of Tank (Capacity in gallons)
2. Style of Tank (Elevated, Pedisphere, Composite etc.)
3. Total number of posts if corral installation and number of coax
4. Total number of posts, antennas and coax if balcony installation
5. Diameter of Tank bowl and balcony
6. Total Tank height
7. Balcony height
8. List of all equipment installed on tank. To include Model Numbers, Dimensions and Weight
9. Type of analysis (feasibility or rigorous)
10. Design Loading Criteria: Occupancy Category, Applicable Load Cases (Wind, Ice, Seismic, etc.) and Controlling Load Combinations
11. Results of analysis
12. Proposed reinforcement of existing members and/or connections and all proposed additional members where needed
13. Sources of Data: Previous Structural Analysis, Fabrication Drawings, Field mapping, As-Built Drawings, Geotechnical Reports, etc.

Drawing Requirements:

1. All drawings must be Site specific
2. If Licensor's Project Manager has made site visit prior to drawing, a sketch of site (not to scale) will be given to Site Acquisition Representative
3. 4-6 gang meter for Power and Telco must be placed at the Site to accommodate utility meter reader
4. Coax will be required to be buried by Licensor's Project Manager and/or Tank Owner, unless prior approval has been given by Licensor for alternate method (ice bridge)
5. Coax must be routed on the inside (riser side) face of the Tank leg. Only exception: design of Tank would not allow
6. First Licensees coax must be installed in the inside of a hinged jumbo cluster bracket. Subsequent Licensees may be required to install on the outside of same bracket, if ground Equipment location is limited
7. Tank height, RAD center height, balcony height must be on plans
8. If Licensee is co-locating on top of Tank or corral, the diameter of Tank must be on plans. Plans must indicate current antenna locations on the Tank, by post number with post #1 = True North
9. Only full sealed welding is allowed and must be indicated on plans
10. All coax running over the bowl of Tank must have at least four foot (4') separation from Tank logo and coax must be shrouded with shrouding painted to match Tank
11. Corral must be painted to match Tank
12. Licensee may be required to use white or colored coax to match Tank.
13. Painting of coax not allowed
14. Corral posts must be marked 1, 2, 3, etc., indicating which post Licensee will be using and the orientation of the antenna. Post number one (#1) to align with True North. (No skipping of post within a sector)
15. The number of coax installed must be denoted on plans. Also must have a detail showing coax being installed on the kickers
16. Licensee may be required to install a "Stymielock" at the compound entry gate. If applicable this lock must be denoted on the drawings
17. Signature box with date must be included on the title sheet drawings. Signature box to include:
    a. Licensor's Project Manager
    b. Licensee Project Manager
18. The distance from Tank to Equipment shall be no less than ten feet (10')
19. Licensed Ground area must be in concrete not gravel, due to ground maintenance problems. No loose gravel is allowed at the site
20. Include cover sheet listing General Structural Notes (Applicable codes, Standards, Design Load Criteria), Structural Metals, etc. as applicable

Installation must follow the Installation Standards attached in License Agreement/Amendment along with any site-specific requirements and/or Governmental and AWWA standards.

Installation inspection must be performed by Licensor prior to Licensee being allowed to go on air (Regardless of Contractor).

Licensor's Project Manager will make every effort to meet at the Tank Site with Tank Owner, Site Acquisition contact, Project Manager and any other parties prior to Licensee submitting for plans. This will help insure drawings are correct the first time.

Make sure all involved parties are issued these requirements as well as Exhibit E Installation Standards in License Agreement/Amendment.

If you have any questions, please contact:

Lee Duke, Project Manager
Office: 800-679-7819 Desk: 478-988-5260 Cell: 478-396-0843

OR

Debbie Sullivan, Vice President / Director
Office: 800-679-7819 Desk: 478-988-5255 Cell: 478-396-9534

Exhibit E-5

Utility Service Communications Co., Inc.
Installation Standards for Antennas and Related Communication Equipment

1.0 **Introduction:**

1.1 The various communication companies have been installing antennas and related communication Equipment on Tanks/Site for a number of years, but more recently the frequency and complexity of these installations has increased dramatically. The types of installations typically being utilized have the potential of reducing the structural integrity of the Tank facility and have several adverse effects on the maintenance of the structure and its coating systems. Major Tank manufactures have historically avoided providing any engineering analysis or installation assistance with regard to this type of Equipment.

1.2 The purpose of this standard is to:

1. Provide a general guide for Licensee, their consultants, site construction managers, installation contractors and their crews.
2. Prevent possible structural failure.
3. Ensure compliance with the industry standards.
4. Ensure current operational and maintenance standards.
5. Provide maintenance access to the Tank.

New appurtenances and attachments are to be in compliance with the latest AWWA standards including proposed amendments and or commentaries.

1.3 Licensee may be required to install a "Stymielock" on the compound entry gate & any time during the Licensee's occupancy of the site.

1.4 Antenna installations on Tanks without previous Licensee antenna installations will be required to furnish and erect a corral in accordance with Licensor's standard design and meeting the OSHA 1926.502 and 1910.23 Rail Requirements with a locking gate when applicable. Corral shall be sized to fit the diameter of the Tank

1.5 At Tank Owner's request, Licensee may be required to use white or colored coax to match the color of the Tank as closely as possible.

2.0 **Contractor Qualifications:**

2.1 All Licensee installations require the use of certified electronics technicians, steeplejacks electricians or licensed contractors that have received Licensor's approval prior to commencing any installation work. Such approval shall require the completion of a Licensor's Contractors Qualification Package along with submittal of photographs of prior Tank installations. All installation work shall be

in accordance with an Licensor's previously approved installation plan. Licensor, at its sole discretion, shall have the right to supervise the installation at Licensee's expense of any and all Equipment. Certificates of insurance will be required by Licensor of any installer.

2.2 All approved installers shall have demonstrated capability of conforming to established manufacturer's installation standards, as well as any special standards imposed by Licensor. All work shall be performed in a neat and workmanlike manner. Licensor may require that certain work be supervised and or inspected by Licensor's approved contractor at Licensee's expense.

2.3 All installers will have a certified welder per AWS D1.1 performing any welding.

2.4 All installers will have a demonstrated familiarity with AWWA D100 standards as it relates to the installation of appurtenances and attachments.

3.0 **Health and Safety:**

3.1 Access to an existing structure shall not be permitted by installation personnel without the express consent and approval of Licensor.

3.2 Any access to the interior of the Tank is not permitted unless the Tank is emptied, taken out of service and isolated from the water supply system.

3.3 Precautions shall be taken to prevent water contamination. Any intrusion to the Tank interior may be considered contamination. If contamination occurs disinfect the Tank (see ANSI/AWWA C652)

3.4 Lockout and Tagout procedures should be in place and followed.

3.5 Site keys obtained will not be duplicated. Combinations shall not be shared with anyone other than the Licensor and Licensee's tech personnel.

3.6 Personal RF monitors must be worn and examined when it is not possible to turn off the energy to any and all existing devices on the structure.

3.7 The coating system shall be checked for hazardous materials. Where hazardous materials are found, the environment, potable water supply and all personnel shall be protected from contamination in accordance with applicable standards.

3.8 The contractor shall provide fall protection for their personnel during installation or inspection of any Equipment in accordance with OSHA.

3.9 Cables shall not be attached to any ladder structures, in accordance with OSHA standards.

3.10 Manholes and other access ports shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.

3.11 Balconies and platforms shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.

3.12 Licensee's contractor must comply with applicable Site Safety Plans.

4.0. General Workmanship:

4.1 Epoxy attachments shall not be used. Epoxy compounds can lose strength at temperatures exceeding 140 degrees Fahrenheit. Additionally, epoxy compounds can be subjected to extreme stresses from thermal expansion/contraction of the metal structure due to changes in the ambient temperature and subsequently exhibit shear failure.

4.2 Stud welding shall not be used. A properly installed stud weld will scorch the internal coating system in the same manner as a full seal weld. In addition, the plate attachment to the studs is open to water seepage and corrosion from trapped water and moisture. Proper coating procedures cannot be used on the Tank surfaces that have plates or other attachments bolted to them.

4.3 Any penetrations larger than three inch (3") in diameter that are to be cut into the support structure require special expertise in design and installation to minimize the possibility of structural damage to the structure. Consideration should be given to reducing the Tank water level whenever openings are cut into the support structure per AWWA D100 – A5.6 recommendations. A professionally engineered solution must be provided.

4.4 Older Tanks are prone to hidden corrosion. A careful inspection of all components, including ultrasound thickness measurements are recommended to verify the Tank's structural strength relative to the original design. Corrective repairs should be made as recommended by a professional structural engineer competent with ANSI/ TIA-222-G, ASCE/SEI 7 and AWWA D100 standards.

4.5 Should Licensee's Equipment installed on the Tank and Site be allowed to remain at the site during tank maintenance at Licensee's expense antenna cables should be arranged and located to allow protective wrapping during abrasive blasting and recoating. Neatly arranged cables shall be offset from the Tank to allow maintenance contractors to perform this work without removing the cable runs. Chaining or strapping to tower legs or handrails is not allowed. Cable runs should be routed under balconies or walkways to minimize access and rigging interference. Vertical coax routing up a leg should be orientated towards the center of the Tank on the inside face of the leg, typically between the struts and riser rods.

4.6 Licensee shall use hinged cluster brackets with snap-in clips capable of supporting twenty-four (24) 1 5/8" coax cables and shall route the coax cables on the inside of the cluster brackets.

4.7 Cables and antenna shall be installed to provide a minimum of six inch (6") clearance from the coating systems. Any deviations must be expressly approved by Licensor.

4.8 Coax runs shall have a minimum of four foot (4'-0") clearance from Tank logos. The coax run on the Tank bowl shall be shrouded and painted to match the Tank.

4.9 A heavy duty "Hoisting Bracket" shall be installed at the top of the messenger pipe for the purpose of coax support on the tank leg. The weight of the coax cannot be supported on the catwalk penetration or on the bowl brackets used for routing coax over the dome.

4.10 If new antennas are installed on the top of the Tank, FAA obstruction lighting may need to be installed or raised to meet FAA guidelines. Local FAA height restrictions should be adhered to strictly.

4.11 Many components common to the communications industry are designed for easy shipping. When bolted together, back to back components should be seal welded to prevent future corrosion and rust streaking.

4.12 When electrical components are installed within the Tank support pedestal, the effects of high humidity, moisture and condensations should be considered and the Equipment adequately protected or waterproofed.

4.13 Interference with interior Tank components should be considered and avoided to minimize cable rerouting.

4.14 Penetrations shall be designed in accordance with AWWA D100 Section 3.13.

4.15 Penetrations through walkways and platforms shall be toe board compliant in accordance with OSHA regulations.

4.16 Ground bars and leads shall not be installed on any part of the structure. Full seal welded coax and antenna standoffs may be utilized for mounting ground bars and leads.

4.17 A rigorous structural analysis by a professional engineer competent in the application of the ANSI/ TIA-222-G, AWWA D100 and ASCE 7 Standards is required on each structure.

4.18 All installers shall comply with applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC codes, as well as EIA, TIA and AWWA, Standards will apply.

4.19 All materials and workmanship are to be in compliance with the latest AWWA standards.

5.0 **Welding**:

5.1 All welding shall be in accordance with AWWA D100 Section 8, Welding and Section 11, Inspection and Testing. This requires all welders to be certified in accordance with AWS D1.1. Only Licensor's approved contractors will be allowed to weld on Licensor's managed Tanks.

5.2 All welds to the Tank surface shall be made with E7018 low hydrogen rod and shall be smooth and free of burs and undercuts. Unacceptable welds shall be repaired as Section 6.1 below indicates to meet AWWA D100 requirements.

5.3 No welding shall be done when the ambient temperature is below 32 degrees Fahrenheit unless the cold weather welding requirements of AWWA D100, Section 10.2.1 are followed.

5.4 Penetrations shall not intersect Tank weld seams. Penetrations should clear existing seams by 6 inches (6"). If this clearance is not possible, a review by a professional engineer shall be made of adjacent weld seams that may be affected by local welding.

5.5 Welding to the Tank or access tube opposite the water level is not permitted. The water level shall be drawn down to a level not less than 2 feet (2') below the point of welding.

5.6 Galvanized components shall not be welded directly to the Tank surface. Galvanized surfaces mating to the Tank structure must be ground free of galvanizing prior to welding.

5.7 Tubular columns on multi-leg supported Tanks are hermetically sealed and must not be breached or punctured under any circumstance since moisture will accumulate inside the leg and eventually cause serious structure damage.

6.0 **Painting**:

6.1 Welding may cause blistering of the interior paint opposite the weld. Damaged interior paint surfaces shall be repaired in a manner that is compatible with the existing paint system. Exterior paint damage shall be repaired after completion of the antenna installation, and should be compatible with the existing paint system. It is recommended that a one-year anniversary inspection be made to evaluate the quality of the touchup and repainting if required. AWWA D102 should be consulted for proper paint procedure.

6.2 All painting and surface preparation shall be in compliance with SSPC and NACE regulations.

6.3 Utility Service Company must be given "First Right of Refusal" to perform the interior touch ups on Tanks that are currently being maintained by Utility Service Company.

7.0 **Electrical:**

7.1 All installation work shall be performed in a neat and workmanlike manner. Any new installation shall not cause mechanical, electrical or electronic interference to other RF Equipment located on the site.

7.2 All installations shall comply with all applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC codes, as well as EIA, TIA and AWWA standards must be adhered to.

7.3 All RF Equipment and transmission lines installed shall be FCC type accepted for the radio service and frequencies proposed in the License Agreement and attached exhibits.

7.4 All transmission lines shall be attached to tower coax supports using snap-in hangers. The use of stainless steel angle adapters (Andrew 31768A or approved equal) is authorized. Cable ties are not permitted.

7.5 Cable runs shall be buried between the tower and electrical Equipment housing. Any excessive or slack cabling must be attached at the cabinet or inside the shelter. No excessive or slack cabling should be visible on the Tank or attached to the Tank itself.

7.6 When possible, the Equipment cabinet or shelter will be located a minimum of ten feet (10'-0") from the Tank.

7.7 A four (4) to six (6) gang meter for Power and Telco shall be provided by the Licensee.

8.0 **Equipment:**

8.1 All transmission lines shall be tagged at the top and bottom of each run near the connector with an identification tag containing the Licensee's name, with Sector location FCC or IRAC call sign and the frequency assigned. Brass tags with copper wire are preferred. Plastic tags with vinyl labels or indelible ink markings are acceptable. Licensee's name, site name, site I.D., site address, contact for the licensee, phone number and the output power must be posted at the site.

8.2 Licensee shall be responsible for the proper signage at the site per all regulatory requirements. Attaching signs to the Tank is not allowed.

8.3 Equipment shall only be installed in locations and positions determined by the Licensor. The Licensor's Project Manager will designate the exact locations for the installation of electric equipment, transmission lines and antennas. If for any reason the proposed installation cannot conform to these instructions, the Licensor's Project Manager shall be contacted prior to any further work.

8.4 All installed Equipment shall be housed in suitable EIA approved enclosures or Equipment racks. All enclosure doors and covers shall remain closed and locked at all times except during actual Equipment servicing.

8.5 New installations will not cause mechanical, electrical or electronic interference to other Licensee's RF Equipment, other associated Licensee's Equipment or any Licensor Equipment located in the Equipment shelter, tower structure or anywhere else on the site.

8.6 The use of Ice Bridges must be approved by the Licensor.

9.0 Inspections & Approvals:

9.1 Licensor shall require a structural analysis for review and approval. (See "Exhibit D-5" for Requirements)

9.2 Licensor shall be provided with 'as-built plans' for review.

9.3 Licensor shall be provided with all drawings for review and approval prior to start of construction. (See "Exhibit D-5" for Requirements)

9.4 Licensee must have the following in hand prior to releasing the site for permitting.
A. Fully Executed License Agreement / Amendment
B. Licensor's Approved Structural
C. Licensor's Approved and Stamped Drawings
D. Licensor's Approved Contractor to perform the work on the tank
E. All fees and charges must be paid
F. Copy of P.O. Confirming Scope of Work (Pricing redacted)
G. Licensor Issued NTP Executed with a firm construction start date

9.5 Licensor will issue an NTP prior to the site being released for construction/permitting. Licensee must sign and give a firm construction date and return the NTP to Licensor. Licensor will then release the site for construction. Licensor will supply a Tank Owner contact name and number to Licensee.

9.6 Licensor must be supplied with a copy of the Purchase Order (P.O.) and/or Notice to Proceed (NTP) and a tentative schedule date of when exterior and interior touch up will be completed.

9.7 Contractor shall provide a closeout package at the end of the project prior to acceptance by Licensor. This package shall supply as a minimum, photographs, sweep charts, copies of permits and as-built drawings and lien waivers for subcontractors and vendors.

9.8 Licensor must complete a final inspection and approve the installation prior to Licensee going on air.
(Regardless of Contractor)

If you have any questions regarding these installation standards contact:

Lee Duke, Project Manager
Lee.duke@suez.com
Office: 800-679-7819 Desk: 478-988-5260 Cell: 478-972-0762

OR

Debbie Sullivan, Vice President / Director
Deborah.sullivan@suez.com
Office: 800-679-7819 Desk: 478-988-5255 Cell: 770-301-1941

Exhibit F-5

Addendum to Management Agreement

To be attached once executed by Licensor and Tank Owner

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 _____, 2020, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE FIFTH AMENDMENT TO LICENSE AGREEMENT BETWEEN UTILITY SERVICE COMMUNICATIONS CO., INC. (LICENSOR), AND CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS (LICENSEE) ALLOWING FOR RELOCATION OF EQUIPMENT FROM ONE TANK TO ANOTHER (49 51ST STREET TO 57 51ST STREET) AND ADDITION OF CERTAIN AND VARIOUS PIECES OF EQUIPMENT ON GULFPORT'S WATER TANK LOCATED ON 51ST STREET, AND FOR RELATED PURPOSES

WHEREAS, Cellco Partnership d/b/a Verizon Wireless, ("**Verizon**" or "**Licensee**") has contracted, via a License Agreement, with **Utility Service Communications Co., Inc.**, City of Gulfport's water tank management and communications marketing agent ("**Licensor**"), for a license to install, maintain and operate certain radio communications equipment on a tank site located at 51st Street, Gulfport, MS; and

WHEREAS, amendments to the License Agreement were agreed to on August 6, 2008 (First Amendment), September 21, 2010 (Second Amendment), September 6, 2011 (Third Amendment), and July 16, 2013 (Fourth Amendment); and

WHEREAS, Licensor and Licensee desire to modify and amend the aforementioned License Agreement via a **Fifth Amendment**; and

WHEREAS, pursuant to the Fifth Amendment, Licensee is authorized remove all equipment from the water tank located at 49 51st Street; install the same equipment on the water tank located at 57 51st Street; and to modify their current equipment as follows: See Exhibit "A-5 to the Fifth Amendment"; and

WHEREAS, the monthly rent shall increase from $4,200.00 per month to $5,601.00 per month.

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 Mayor and City Council hereby officially approve the Fifth Amendment to License Agreement in substantially the form annexed hereto as **Exhibit "A"**, between the Licensor and Licensee, and do hereby authorize the Mayor to execute and deliver the Fifth Amendment to License Agreement (and all counterparts thereof) in behalf of the City of Gulfport, Mississippi.

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 _____, 2020.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2020.

_____

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 _____, 2020, the following Resolution:

A RESOLUTION OF THE GULFPORT CITY COUNCIL TO PROVIDE FOR FIELD RENTAL DISCOUNTS FOR LARGE TOURNAMENTS AT THE GULFPORT SPORTSPLEX AND GOLDIN PARK, AND FOR RELATED PURPOSES

WHEREAS, with the opening of the expanded Sportsplex and the turf fields which are a part of the expansion, promoters have shown interest in bringing larger softball tournaments to Gulfport, and the City needs an incentive to assist with securing those larger tournaments; and

WHEREAS, in order to compete with other cities who can accommodate the larger softball tournaments, it would be helpful to the City if it could offer discounted field rates as an incentive to attract those larger tournaments

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

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

SECTION 2. That the City of Gulfport hereby approves a field rental discount, to be applied to tournaments booking fields at the Sportsplex and at the Goldin Park via a Facility Use Agreement, as follows:

The per field rental shall be reduced by ½% (.5%) for each team over 130 teams participating in a single tournament with a maximum discount of 25%.

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 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 _____, 2020.

(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 _____, 2020.

APPROVED:

_____

MAYOR

DEPARTMENT OF
LEISURE SERVICES

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

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

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

From: Gus Wesson,
Director, Department of Leisure Services

Date: March 10, 2020

Re: Request to offer fee reduction opportunity at the Sportsplex and Goldin Park

---

For your review and consideration is a proposal to offer a fee percentage reduction at the Sportsplex and Goldin Park for tournaments. In addition to the hotel rebate program, this would serve as more incentive for larger tournaments. The proposed fee reduction would be limited to any tournaments containing more than 130 teams and only offer a maximum 25% discount. There are currently only a couple tournaments annually that this would affect. Due to the addition of the six new synthetic fields and benefit of adding larger tournaments, we support this fee reduction.

Please feel free to contact us with any questions or concerns.

Gus Wesson

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 _____, 2020, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO ACCEPT GRANT FUNDING AND APPROVE GRANT AGREEMENTS FOR FISCAL YEAR 2019 FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND THE HOME INVESTMENT PARTNERSHIPS PROGRAM, TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENTS, AND FOR RELATED PURPOSES

WHEREAS, the US Department of Housing and Urban Development has advised the City of Gulfport that it is authorized to received $700,035.00 in Community Development Block Grant (CDBG) funding and $440,141.00 in Home Investment Partnerships Program (HOME) funding for the twelve month period January 1, 2019, through December 30, 2019; and

WHEREAS, the City of Gulfport desires to accept the funding noted below and, in order to do so, must execute the grant agreements attached hereto as a part of Exhibit "A" to this Resolution.

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

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

SECTION 2. That the City of Gulfport be and it is hereby authorized to accept the grant funding noted in the Preamble hereto and that the Mayor be and he is hereby authorized to execute the grant agreements found in Exhibit "A" to this Resolution.

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 _____, 2020.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2020.

_____

MAYOR

Memorandum - *City of Gulfport...*

Community Development Department

To: Mayor Billy Hewes
John Kelly, Chief Administrative Officer
Council Members--Kenneth 'Truck' Casey, Jr., Ron Roland, Ella Holmes-Hines,
R. B. 'Rusty' Walker, IV, Myles Sharp, Robert 'R. Lee' Flowers, Cara L. Pucheu

CC: Gerard Bellocq, Comptroller

From: Karen C. McCarty,
Federal Programs Administrator *KCM*

Date: March 17, 2020

Please place the following items on the March 17, 2020 Council Agenda;

Resolution to ratify and accept the 2019 Funding and Grant Agreements for Community Development Block Grant and HOME Entitlement from the U. S. Department of Housing and Urban Development and authorize the Mayor to sign all required documents. Due to time constraints in submitting signed grant back to HUD, the grant agreement has been signed and returned.

2019 CDBG Funding Allocation	$700,035.00
2019 HOME Funding Allocation	$440,141.00

U. S. Department of Housing and Urban Development

Jackson Field Office, Southeast / Caribbean
Dr. A. H. McCoy Federal Building, Room 910
100 West Capitol Street
Jackson, Mississippi 39269-1096

February 21, 2020

Ms. Karen McCarty
Federal Programs Administrator
City of Gulfport
P. O. Box 59
Gulfport, MS 39502

Dear Ms. McCarty:

On behalf of the U.S. Department of Housing and Urban Development (HUD), I am pleased to forward to you the City's Fiscal Year 2019 grant agreements. The City of Gulfport has been authorized to receive $**700,035** in Community Development Block Grant (**CDBG**) funding, and **$440,141** in Home Investment Partnerships Program (**HOME**) funding. The Action Plan covers the 12-month period from January 1, 2019, through December 30, 2019.

Please note that while the City of Gulfport is permitted to charge indirect costs to the HUD grants, all indirect costs must be charged to the agency's administrative percentage allowed by regulations governing each grant. Administrative costs plus indirect costs that are charged to the grant cannot exceed the regulatory percentage established for administrative costs, including the regulatory limitations imposed on program income.

The Community Development Block Grant (CDBG) program provides annual grants to States and local units of government to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

A primary goal of the Department is to reduce housing discrimination, affirmatively further fair housing through Community Planning and Development (CPD) programs and promote diverse, inclusive communities. To that end, we encourage your community to take all measures necessary to ensure compliance with the Fair Housing requirements associated with these funds.

The HOME program helps to expand the supply of decent, affordable housing to low-and very low-income families by providing grants to State and local governments to fund housing programs that meet local needs and priorities.

Enclosed are three copies of Grant Agreements and Funding Approvals for the CDBG and HOME programs, which constitute the contracts between the U.S. Department of Housing and Urban Development (HUD) and the City of Gulfport. In order to establish a Line of Credit

for the Program Year 2019 CDBG and HOME grants, it will be necessary for you to execute and return two copies of the Grant Agreements, retaining one copy of each for your files. Failure to execute and return the Grant Agreements within 30 days of the transmittal date may be deemed a rejection of the grant and cause for HUD to determine that the funds are available for reallocation to other grantees. You should note particularly any special conditions included in Item 8 of the Funding Approval.

Please note that the 2019 CDBG agreement has seven special conditions included in an addendum. The first identifies the period of performance; the second provides guidance for the applicability of indirect cost payments if requested; the third details the requirement for grantees to comply with the Office of Management and Budget (OMB); the fourth prohibits the use of CDBG funds to support eminent domain unless eminent domain is employed for public use only; the fifth establishes limits on selling, trading or other transference of CDBG funds; the sixth special condition establishes protocol for the planning and/or construction of water or sewer facilities; and the seventh identifies conditions under which CDBG funds may be provided to for-profit entities.

All funds to alleviate drainage problems, including planning, replacement of storm drainage, and construction of streets and sewer facilities, are subject to review under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The Grant Agreement and Funding Approval include special conditions, which also apply to water or sewer activities that you may add by amendment or other revision.

The CDBG timeliness deadline for the City of Gulfport is November 2, 2020. The grantee is considered to be in non-compliance with the CDBG timeliness standard, if 60 days prior to the end of its program year, there is more than 1.5 times its annual grant remaining in the line-of-credit. Please be advised that 100% of all CDBG funds over the 1.5 performance standard are subject to recapture

Certain activities are subject to the provisions of 24 CFR Part 58 (Environmental Review Procedures for the Community Development Block Grant Program). Funds for such activities may not be obligated or expended until after HUD has approved the release of funds. Entitlement jurisdictions must utilize the HUD Environmental Review Online System (HEROs) to submit Requests for Release of Funds. If access is needed, please contact Dana Jones at dana.t.jones@hud.gov for assistance.

Please remember that as per CPD Notice 18-10, the 24-month HOME commitment requirement is suspended for funds with deadlines occurring in 2016, 2017, 2018, 2019, and 2020. This suspension does not include the commitment of Community Housing and Development Organizations (CHDO) funds. The Participating Jurisdiction (PJ) must continue to commit its 15% set-aside for CHDOs within 24 months. Please note the change in the definition of commitments. CHDO commitments must be project-specific for the specified amount of HOME funds within those 24-months.

Please note the CPD Notice 18-10 also references the HOME interim rule published on December 2, 2016, which eliminated the 5-year expenditure requirement for FY 2015 and subsequent years' HOME allocations.

You are reminded that program progress must be recorded in the Integrated Disbursement and Information System (IDIS) on a regular basis, daily, if at all possible. Performance Measurement Indicators must be given and all beneficiary data entered before project completion. Please be sure completion data is recorded in IDIS when a project has been completed. HUD uses this system to obtain beneficiary data and monitor the City's program implementation, progress and performance.

If there is a need to delete or add individuals authorized to access the Integrated Disbursement and Information System (IDIS) or make changes, an IDIS Security Access Authorization Form must be prepared, notarized, and returned to this office with the Grant Agreement. You may access and complete the form at: http://portal.hud.gov/hudportal/documents/huddoc?id=27055.PDF.

If there is need to establish or change the depository account to which these grant funds are to be wired, a Direct Deposit Sign-Up Form (SF-1199A) must be completed by you and your financial institution and mailed to this office.

You are reminded the 2019 Consolidated Annual Performance and Evaluation Report (CAPER) for Program Year 2019 is due in this office by March 31, 2020.

We continue to look forward to working with you and your staff throughout the year. If you have any questions or require any assistance, please contact Claudine Ervin, Community Planning and Development Representative, at 601-608-1793.

Sincerely,

Donnetta McAdoo
Director
Community Planning and
Development Division

Enclosures

cc: Billy Hewes, III, Mayor

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Gulfport	3a. Grantee's 9-digit Tax ID Number 646000413	3b. Grantee's 9-digit DUNS Number 083441931
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) Po Box 59 Gulfport, MS 39502	4. Date use of funds may begin 02/21/2020	
	5a. Project/Grant No. 1 B-19-MC-28-0002	6a. Amount Approved $700,035.00
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Donnetta McAdoo		Grantee Name (Contractual Organization) Gulfport (City Of Gulfport)	
Title CPD Director		Title Mayor Billy Hewes, III	
Signature X	Date 02/21/2020	Signature	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission 9b. Date Grantee Notified 06/17/2019 9c. Date of Start of Program Year (01/01/2019)	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number

11. Amount of Community Development Block Grant	FY (2019)	FY (2018)	FY (2017)
a. Funds Reserved for this Grantee	$699,861.00	$ 174.00	$ .00
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency Title Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153 176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By

Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

1. Participant Name and Address City Of Gulfport PO Box 59 Gulfport, MS 39502-0059	2. Grant Number M19-DC280200	
	3a Tax Identification Number 646000413	3b. Unique Entity Identifier (formerly DUNS) 083441931
	4. Appropriation Number 869/20205	5. FY 2019

6. Previous Obligation (Enter "0" for initial FY allocation)		$0
a. Formula Funds	$440,141.00	
b. Community Housing Development Org. (CHDO) Competitive	$	
7. Current Transaction (+ or -)		$440,141.00
a. Formula Funds	$440,141.00	
1. CHDO (For deobligations only)	$	
2. Non- CHDO (For deobligations only)	$	
b. CHDO Competitive Reallocation or Deobligation	$	
8. Revised Obligation		$
a. Formula Funds	$	
b. CHDO Competitive Reallocation	$	

9. Special Conditions (check applicable box)

☒ Not applicable ☐ Attached

10. **Date of Obligation (Congressional Release Date)**

02/21/2020

11. Indirect Cost Rate*

Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base
___	___%	
___	___%	
___	___%	
___	___%	

12. Period of Performance

02/21/2020 - 09/01/2027

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Donnetta McAdoo, HUD Community Planning and Development Director	14. Signature	15. Date 02 /21 /2020
16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) Billy Hewes, III, Mayor	17. Signature	18. Date / /

19. Check one:

☐ Initial Agreement ☐ Amendment #

20. Funding Information: *HOME*

Source of Funds	Appropriation Code	PAS Code	Amount
2019	86 9/2 0205	HMF (G)	$438,451.00
2018	86 8/1 0205	HMF (F)	$1,040.00
2017	86 7/0 0205	HMF (C)	$ 650.00

8. Special Conditions.

(a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2026. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2026.

(b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering Department/Agency	Indirect cost rate	Direct Cost Base
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

(c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

(d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or

highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

(e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

(f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

(g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

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 _____, 2020, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE IN SUPPORT OF THE FY 2020 CASSIDY & ASSOCIATES CONTRACT

WHEREAS, the Mississippi Development Authority has contracted with Cassidy & Associates to provide assistance to the State of Mississippi and it's local governmental entities in the protection and growth of military bases located within the State of Mississippi; and

WHEREAS, the cost of the FY 2020 MDA contract with Cassidy & Associates is being funded largely by the Mississippi Development Authority with Harrison County responsible for the remaining costs (City of Gulfport's share is $3,000.00); and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport will benefit from its participation in the FY2020 Cassidy & Associates contract; 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), and other related code sections that an expenditure of $3,000.00 to help fund the total contract cost will serve the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport and is an expenditure that is necessary to assist in the protection and future of the military bases located in the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through its Mayor, is hereby authorized to expend municipal funds of Three Thousand Dollars ($3,000.00) to the Harrison County

Development Commission toward the FY 2020 Cassidy & Associates Contractor with regard to the protection and growth of the military bases located within the City of Gulfport.

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

AYES	**NAYS**	**ABSENT**

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2020.

(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 _____, 2020.

APPROVED:

_____

MAYOR

HARRISON COUNTY
Development Commission

February 19,2020

The Honorable Billy Hewes
Mayor, City of Gulfport
PO Box 1780
Gulfport, Ms. 39502

Re: City of Gulfport's Share of the Cassidy & Associates FY 2019 Contract

Dear Mayor Hewes,

As in past years, The Mississippi Development Authority (MDA) is requesting that our local governments share in paying a portion of the Cassidy & Associate's contract for consulting services to help protect and grow military facilities in Harrison County (Keesler Air Force Base, Naval Construction Battalion Center Gulfport, and the Combat Readiness Training Center) as well as the state's other military bases.

Harrison County's share of the Cassidy & Associates FY 2020contract for consulting services is $21,818.18. Please refer to the attached invoice for FY 2020 consulting services.

Again, we request that each community in Harrison County pay a proportionate amount of the county's share, for Gulfport, it would be $3,000.00. Please make the check payable to Harrison County Development Commission as we have paid the full invoice to MDA.

Thank you for your support of our county military installations.

Regards,

Bill Lavers

Bill Lavers
Executive Director

172

Mississippi Development Authority

INVOICE

P.O. Box 849
Jackson, MS 39205-0849
(601) 359-3449

501 N. West Street, Ste. B-01
Jackson, MS 39201

1899-100

SOLD TO:
Harrison County Development Commission
c/o Harrison County Military Team
12281 Intraplex Parkway
Gulfport, MS 39503

SHIPPED TO:
Attention: Bill Lavers
Executive Director

INVOICE NUMBER	2020-1A1
INVOICE DATE	August 6, 2019
OUR ORDER NO.	
YOUR ORDER NO.	
TERMS	Net 30
SALES REP	Jamie Miller
SHIPPED VIA	
F.O.B.	
PREPAID or COLLECT	

Sales Tax Rate:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Harrison County share of MDA military base consulting contract services for FY2020.	21,818.18	$21,818.18
		SUBTOTAL	21,818.18
		TAX	0.00
		FREIGHT	
		PAY THIS AMOUNT	$21,818.18

PAST DUE

DIRECT ALL INQUIRIES TO:
Tricia Shannon
Accounting & Finance Division
(601) 359-2987
tshannon@mississippi.org

MAKE ALL CHECKS PAYABLE TO:
Mississippi Development Authority
Attn: Accounting & Finance
P.O. Box 849
Jackson, MS 39205-0849

THANK YOU FOR YOUR BUSINESS!

INVOICE

HARRISON COUNTY DEVELOPMENT COMMISSION

12281 Intraplex Parkway, Gulfport, MS 39503
Phone 228-896-5020 Fax 228-896-6020
lfrazier@mscoast.org

INVOICE #135001
DATE: FEBRUARY 19, 2020

TO The Honorable Billy Hewes
Mayor
P.O. Box 1780
Gulfport, Ms. 39502

JOB	PAYMENT TERMS
MDA Military Consulting Contract	Due on receipt

	TOTAL
Fy 2020 Share of MDA Military Consulting Contract	$3000.00
Balance due	$3000.00

Make all checks payable to Harrison County Development Commission

THANK YOU FOR YOUR BUSINESS

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 _____, 2020, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE OF MONIES TO THE MISSISSIPPI COAST TRANSIT AUTHORITY FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, in the coming months, the Mississippi Aquarium, the renovated Markham Hotel and the Mississippi Coast Transit Authority transportation hub at the former Gulfport/Biloxi Library building will be completed, bringing thousands of people into Gulfport's downtown; and

WHEREAS, the City has various parks and its Bert Jones Yacht Basin ("Harbor") directly across U.S. Highway 90 from these prominent additions to Gulfport's beachfront and the City, by and through its governing authority, is of the opinion that the raised tramway proposed by the Mississippi Coast Transit Authority will become an integral part of the fabric of these amenities and hubs for citizens and tourists alike and will assist in promoting/advertising these the City's parks and Harbor to citizens of and visitors to the City of Gulfport; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South, particularly those visiting the Mississippi Aquarium and taking advantage of the amenities at Gulfport's Harbor and parks south of U. S. Highway 90; 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 $23,347.39 to the Mississippi Coast Transit Authority in support of the raised tramway intended to connect the MCTA transportation hub and the Mississippi Aquarium with the City's parks and Harbor 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 is hereby authorized to expend municipal funds in the amount of $23,347.39, payable to the Mississippi Coast Transit Authority, via special check, if necessary.

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 _____, 2020.

(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 _____, 2020.

APPROVED:

_____

MAYOR

COAST TRANSIT AUTHORITY
333 DEBUYS ROAD
GULFPORT, MS 39507
228-896-8080

Invoice Number: INV-01143038

Invoice Date: 2/26/2020
Due Date: 3/20/2020

Terms: Upon Receipt
20% Local Match Tram Bridge Project

Customer ID: 3021

Bill To:
CITY OF GULFPORT
BRITTANY RODGERS
P.O. BOX 1780
GULFPORT, MS 39502

Ship To:
CITY OF GULFPORT
BRITTANY RODGERS
P.O. BOX 1780
GULFPORT, MS 39502

Description	Amount
20% Local Match for Federal Funding 12/10/2019 Inv# 16-010k-13	8,180.98
20% Local Match for Federal Funding 1/10/2020 - Inv# 16-010k-14	5,684.40
20% Local Match for Federal Funding 2/10/20 - Inv# 16-010k-15	9,482.01

Design & Engineering for CTA TRAM Bridge Project
(see attached copies of referenced invoices)

COAST TRANSIT AUTHORITY

Total	**23,347.39**
Payments	**0.00**
Balance due	**23,347.39**

SAFEGUARD LITHO USA 08/11 L05SF009831M

Gulfport Tram Bridge Project
Design and Engineering Cost Worksheet

Eley Guild Hardy Architects Invoices

EGH WA#12 Tram Bridge A&E Services for Design, Bidding and Construction Management

Not To Exceed - $1,376,070

Date	Invoice #	Invoice Amount	FTA 80%	Local 20%	
11/30/2018	16-010k-01	$4,517.50	$3,614.00	$903.50	$4,517.50
1/10/2019	16-010k-2	$25,362.50	$20,290.00	$5,072.50	$25,362.50
2/8/2019	16-010k-3	$11,362.35	$9,089.88	$2,272.47	$11,362.35
3/7/2019	16-010k-4	$5,878.75	$4,703.00	$1,175.75	$5,878.75
4/8/2019	16-010k-5	$54,174.90	$43,339.92	$10,834.98	$54,174.90
5/10/2019	16-010k-6	$55,226.67	$44,181.34	$11,045.33	$55,226.67
6/10/2019	16-010k-7	$80,372.10	$64,297.68	$16,074.42	$80,372.10
		$236,894.77	$189,515.82	$47,378.95	$236,894.77
PAID	**Bill Gulfport for Local Match June 2019**			**$47,378.95**	
7/5/2019	16-010k-8	$92,445.80	$73,956.64	$18,489.16	$92,445.80
8/9/2019	16-010k-9	$82,244.19	$65,795.35	$16,448.84	$82,244.19
9/10/2019	16-010k-10	$98,003.21	$78,402.57	$19,600.64	$98,003.21
10/10/2019	16-010k-11	$15,436.77	$12,349.42	$3,087.35	$15,436.77
11/8/2019	16-010k-12	$18,388.78	$14,711.02	$3,677.76	$18,388.78
		$306,518.75	$245,215.00	$61,303.75	$306,518.75
PAID	**Bill Gulfport for Local Match November 2019**			**$61,303.75**	
12/10/2019	16-010k-13	$40,904.91	$32,723.93	$8,180.98	$40,904.91
1/10/2020	16-010k-14	$28,422.01	$22,737.61	$5,684.40	$28,422.01
2/10/2020	16-010k-15	$47,410.01	$37,928.00	$9,482.01	$47,410.01
		$116,736.93	$93,389.54	$23,347.39	$116,736.93
	Bill Gulfport for Local Match February 2020			**$23,347.39**	
Total All Invoices		**$660,150.45**	**$528,120.36**	**$132,030.09**	**$660,150.45**

2-14-2020

PO# 417864

Eley Guild Hardy Architects PA
1091 Tommy Munro Drive
Biloxi, MS 39532
228-594-2323

ELEY GUILD HARDY
ARCHITECTS

Invoice

80% 8-0006 = $37,928.00
20% 8-0020 = $9,482.01
$47,410.01

To: Coast Transit Authority
333 DeBuys Road
Gulfport, MS 39507
Attn: Mr. Kevin Coggin

Date: February 10, 2020

Invoice Number: 16-010k-15

Project: 16-010k CTA Tramway and Pedestrian/ Bicycle Bridge A&E Services for Design with Contingent Services for Bidding and Construction - WA #12

Billing Period 1/1/20 through 1/31/20

Original Contract Amount Not to Exceed Fee:	$	1,376,070.00
Less previous billed:	$	605,975.57
Less current billed:	$	47,410.01
Total remaining:	$	722,684.42

Professional Fees:

	Billing Hours		Rate		Charge
David J. Hardy, Principal In Charge	7.00	$	225.00	$	1,575.00
Stephen Stojcich, Principal Design		$	225.00	$	-
Kyle Kish, Principal Code Compliance		$	225.00	$	-
Heath Perry, Principal Specifications		$	225.00	$	-
Tommy Allen, Project Architect		$	150.00	$	-
Daniel Hamburg, Project Architect		$	150.00	$	-
Chris Rivera, Intern Architect II		$	80.00	$	-
Ashton Aime, Intern Architect II		$	80.00	$	-
Dana Vincent, Intern Architect III		$	95.00	$	-
Heather Wantland, Administration		$	60.00	$	-
Kacey Williams, Administration	1.00	$	60.00	$	60.00
	8.00		Subtotal:	**$**	**1,635.00**

Reimbursable Expenses:

Neel Schaffer Inc. - Inv#1062604A	$	43,595.25
5% Coordination and Handling Fee	$	2,179.76
Subtotal:	**$**	**45,775.01**

Project Totals:

Project Subtotal:	$	1,635.00
Reimbursable Fees:	$	45,775.01
Billing Total:	**$**	**47,410.01**

*****Total Amount Due this Invoice*****

Total Invoice Amount Due **$ 47,410.01**

David J. Hardy, AIA

1-12-2020
K Coggin
80% 8-0006 = $22,737.61
20% 8-0020 = $5,684.40
$28,422.01

Eley Guild Hardy Architects PA
1091 Tommy Munro Drive
Biloxi, MS 39532
228-594-2323

ELEY GUILD HARDY

Invoice

To: Coast Transit Authority
333 DeBuys Road
Gulfport, MS 39507
Attn: Mr. Kevin Coggin

Date: January 10, 2020

Invoice Number: 16-010k-14

Project: 16-010k CTA Tramway and Pedestrian/ Bicycle Bridge A&E Services for Design with Contingent Services for Bidding and Construction - WA #12

Billing Period 12/1/19 through 12/31/19

Original Contract Amount Not to Exceed Fee:	$	1,376,070.00
Less previous billed:	$	558,565.55
Less current billed:	$	28,422.01
Total remaining:	$	789,082.43

Professional Fees:

	Billing Hours		Rate		Charge
David J. Hardy, Principal In Charge	8.50	$	225.00	$	1,912.50
Stephen Stojcich, Principal Design	4.00	$	225.00	$	900.00
Kyle Kish, Principal Code Compliance		$	225.00	$	-
Heath Perry, Principal Specifications		$	225.00	$	-
Tommy Allen, Project Architect	7.00	$	150.00	$	1,050.00
Daniel Hamburg, Project Architect	8.00	$	150.00	$	1,200.00
Chris Rivera, Intern Architect II		$	80.00	$	-
Ashton Aime, Intern Architect II	47.00	$	80.00	$	3,760.00
Dana Vincent, Intern Architect III		$	95.00	$	-
Heather Wantland, Administration		$	60.00	$	-
Kacey Williams, Administration	1.00	$	60.00	$	60.00
	75.50		Subtotal:	$	**8,882.50**

Reimbursable Expenses:

Neel Schaffer Inc. - Inv#1062604	$	18,609.06
5% Coordination and Handling Fee	$	930.45
Subtotal:	**$**	**19,539.51**

Project Totals:

Project Subtotal:	$	8,882.50
Reimbursable Fees:	$	19,539.51
Billing Total:	**$**	**28,422.01**

*****Total Amount Due this Invoice*****

Total Invoice Amount Due **$ 28,422.01**

David J. Hardy, AIA

EGH ARCHITECTS

12-14-19
11-21-05

Eley Guild Hardy Architects PA
1091 Tommy Munro Drive
Biloxi, MS 39532
228-594-2323

ELEY GUILD HARDY
ARCHITECTS

8070 8-0006 = $32,723.93
2070 8-0020 = $ 8,180.98
$40,904.91

Invoice

To: Coast Transit Authority
333 DeBuys Road
Gulfport, MS 39507
Attn: Mr. Kevin Coggin

Date: December 10, 2019

Invoice Number: 16-010k-13

Project: 16-010k CTA Tramway and Pedestrian/ Bicycle Bridge A&E Services for Design with Contingent Services for Bidding and Construction - WA #12

Billing Period 11/1/19 through 11/30/19

Original Contract Amount Not to Exceed Fee:	$	1,376,070.00
Less previous billed:	$	511,754.76
Less current billed:	$	40,904.91
Total remaining:	$	823,410.33

Professional Fees:

	Billing Hours		Rate		Charge
David J. Hardy, Principal In Charge	23.00	$	225.00	$	5,175.00
Stephen Stojcich, Principal Design	3.50	$	225.00	$	787.50
Kyle Kish, Principal Code Compliance		$	225.00	$	-
Heath Perry, Principal Specifications		$	225.00	$	-
Tommy Allen, Project Architect		$	150.00	$	-
Daniel Hamburg, Project Architect	7.00	$	150.00	$	1,050.00
Chris Rivera, Intern Architect II	0.50	$	80.00	$	40.00
Ashton Aime, Intern Architect II		$	80.00	$	-
Dana Vincent, Intern Architect III		$	95.00	$	-
Heather Wantland, Administration		$	60.00	$	-
Kacey Williams, Administration	1.00	$	60.00	$	60.00
	35.00		Subtotal:	$	**7,112.50**

Reimbursable Expenses:

Neel Schaffer Inc. - Inv#1061548A	$	32,183.25
5% Coordination and Handling Fee	$	1,609.16
Subtotal:	**$**	**33,792.41**

Project Totals:

Project Subtotal:	$	7,112.50
Reimbursable Fees:	$	33,792.41
Billing Total:	**$**	**40,904.91**

*****Total Amount Due this Invoice*****

Total Invoice Amount Due **$ 40,904.91**

David J. Hardy, AIA

EGH ARCHITECTS

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 _____, 2020, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE CITY OF GULFPORT TO PURCHASE INFRASTRUCTURE REQUIRED FOR METER READING VIA HARMONY CLOUD FROM MASTER METER, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, has determined that it is in the best interest of the City to upgrade the water meter registers heads throughout the City and the City's entire water service certificated area to allow for cloud based meter reading by Harmony and Master Meter, Inc.; and

WHEREAS, in order to do so, the City must upgrade its infrastructure to accommodate and allow cloud based meter reading of the register heads previously selected by the City; and

WHEREAS, Master Meter, Inc., has provided a quote for the infrastructure associated with the water meter register heads selected by the City (see Exhibit "A" hereto); and

WHEREAS, the City of Gulfport has requested authority to purchase the infrastructure identified in the March 2, 2020, Memorandum of Connie Debenport, Purchasing Manager for the City of Gulfport which is attached hereto as Exhibit "A".

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

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

Section 2. That the City of Gulfport be and it is hereby authorized to purchase the infrastructure items noted in the March 2, 2020, Memorandum of Connie Debenport, Purchasing, from Master Meter, Inc., in support of the City's move to cloud based meter reading.

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 _____, 2020.

(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 _____, 2020.

APPROVED:

_____

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, CPPB

Date: March 2, 2020

Re: Request to Purchase Master Meter Network Infrastructure – Meter Reading via Harmony Cloud

---

Please see the attached quotation from Public Works recommending the purchase of Allegro Base Stations, Repeaters, Antennas, as well all cabling and labor for the installation of the Network/Infrastructure to allow cloud based meter reading by Harmony and Master Meter, Inc.

Costs are as noted below; the total upfront cost is $144,200.00 which has been budgeted for FY2020; then annual costs of $43,000.00.

- Allegro Base Station Kit-Range TBD – Uses existing infrastructure	$46,400.00
- Installation of Tower Base Station and Antenna w/ confirmation on existing infrastructure	$18,000.00
- Standard Repeater - External Antenna (Omni 450-470MHz 5dbi) - LMR400 Cable Assembly	$25,800.00
- Repeater Installation (standard repeater w/external antenna)	$2,000.00
- Repeater Installation (standard repeater w/external antenna)	$5,500.00
- Pre-Implementation Site Visit	$3,500.00
❖ Annual Maintenance - Base Stations	$10,000.00
❖ Annual Maintenance - Repeaters	$4,200.00
❖ Harmony Fixed Base Annual Hosting/Support	$28,800.00
TOTAL UPFRONT COSTS	**$144,200.00**

Thank you for your consideration.

MASTER METER

Quotation

Date: 6/25/2019
Prices Valid Until: 7/1/2020
Delivery: TBD ARO

Customer:		**End User:**	
Company:	City of Gulfport, MS	Job/Utility:	City of Gulfport, MS
Attention:	Wayne Miller		**Special Customer Loyalty Quote**
Email:	wmiller@gulfport-ms.gov		Allegro System
Phone:	228.868.5740	Bid/Quote #:	n/a
Mobile:		Bid Due Date:	n/a
Fax:		Bid Due Time:	n/a

Allegro Infrastructure:

QTY	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT
2	(K-199916XX) Allegro Base Station Kit – Range TBD – ***Uses existing infrastructure.*** *Includes: Allegro Base Station Drawer, 2-way Allegro Base Station Cabinet, Omnidirectional antenna for Allegro tower base station, antenna mounting clamp, backup power supply (ups) for Allegro tower base station* *~Utility to provide tower or other suitable infrastructure for Base Station and Antenna installation. Power must be available at base station location. Tower must be a minimum height of 70' with 360 degrees of unobstructed line of sight.* *~Utility MUST provide antenna mounts on tank/tower/other suitable infrastructure for Base Station Antenna placement prior to Base Station installation.*	$23,200.00	$46,400.00
2	(RHS-ALL-F-INB) Installation of Tower Base Station and Antenna w/configuration on existing infrastructure	$9,000.00	$18,000.00
12	(199-260-04) Standard Repeater (992-093-18) External Antenna (Omni 450-470MHz 5dbi) (994-043-72) LMR400 Cable Assembly *~Utility to provide suitable infrastructure for repeater installation (such as light or utility poles, traffic or streetlights or storm sirens.) Electricity must be available at installation locations.* *~Number of repeaters needed could change once system installed.*	$2,150.00	$25,800.00
1	(RHS-ALL-F-INR) Repeater Installation (standard repeater w/external antenna)	$2,000.00	$2,000.00
11	(RHS-ALL-F-INR) Repeater Installation (standard repeater w/external antenna) **If all repeaters installed at once.*	$500.00	$5,500.00
1	(RHS-ALL-F-SYS-PM1) Pre-Implementation Site Visit *~Includes travel costs*	$3,500.00	$3,500.00
		TOTAL	**$101,200.00**

Harmony Software:

QTY	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT
1	(RSS-HAR-A-TR3) Harmony Software System Setup and Training (3 days)	$3,750.00	$3,750.00
1	(RSS-HAR-F-UPG2) MasterLINK to Harmony Fixed Base Software License Upgrade	*No Charge*	$ 0.00
1	(RSS-HAR-F-FCC-N) FCC License Application Fee for Allegro Fixed	$750.00	$ 750.00

THANK YOU FOR YOUR BUSINESS!

101 Regency Pkwy Mansfield, TX 76063
Ph: 817.842.8000 – Fax: 817.842.8100
www.mastermeter.com

©2015 Master Meter, Inc.

MASTER METER

Quotation

Job/Utility: Gulfport, MS
Date: 4/30/2019
Prices Valid Until: 5/1/2020

1	**OPTIONAL:** (RSS-MWA-B) Customer Engagement Portal *~Access to My Water Advisor (MWA) Mobile App and MWA Online Customer Portal - includes training.* *~Price when purchased with Harmony MDM*	$7,000.00	$7,000.00
		TOTAL	**$11,500.00**

Backup Allegro Mobile System:

QTY	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT
6	(00-020-020-ALGRO-UG) 3G Laptop Vehicle Mount System Upgrade to Allegro Laptop Briefcase System (including labor)	$3,557.25	$21,343.50

On Anniversary Date (*To be billed directly from Master Meter to utility*):

QTY	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT
2	(RHS-ALL-F-BS) Annual Maintenance - Base Stations	$5,000.00	$10,000.00
12	(RHS-ALL-F-REP) Annual Maintenance – Repeaters	$350.00	$4,200.00
1	(RSS-HAR-F-25100) Harmony Fixed Base Annual Hosting/Support *Based on 30,000 services @ $0.96/endpoint* **Includes software support for both Harmony SaaS and any Master Meter Brand paid add-on services or bundles.*	$28,800.00	$28,800.00
		TOTAL	**$43,000.00**

Terms & Conditions:

F.O.B. Mansfield, TX. Freight paid on minimum orders of $15,000

Terms: Net 30

Comments/Special Instructions: *Quoted quantities per Propagation Study completed and approved by Master Meter. Propagation Study completed using information provided by Utility and/or Distributor and plotted by Master Meter. Utility to review and approve completed and approved Prop Study. Installation of AMI System will proceed according to data plotted. If any data is incorrect, Utility to provide Master Meter with edits needed.*

Repeater Installation (RHS-ALL-F-INR) price drop if more than one repeater installed without requiring additional rental of bucket truck or other equipment needed for installation.

Customer Engagement Portal pricing applies when purchased with Harmony MDM. Price increases when purchased separately.

Prepared By: **Anna Diaz** **Signature:**

CC: **Kurt Ash, Brandon Foster**

101 Regency Pkwy Mansfield, TX 76063
Ph: 817.842.8000 – Fax: 817.842.8100
www.mastermeter.com

THANK YOU FOR YOUR BUSINESS!

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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 _____, 2020, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE PROJECT REQUEST RELATIVE TO ECRASH AND MISSISSIPPI INTERACTIVE, AND FOR RELATED PURPOSES

WHEREAS, as required by applicable statute, the City of Gulfport, Mississippi, submits certain crash reports to the Mississippi Department of Public Safety which, in turn, makes those reports available to those members of the public authorized to access them via an on-line platform on the Department's website; and

WHEREAS, the State of Mississippi has changed vendors to provide the reports via the on-line platform and the City of Gulfport desires to continue to have its reports available via that on-line platform through the new vendor, eCrash/Mississippi Interactive; and

WHEREAS, in order to permit its reports to be made available on the Mississippi Department of Public Safety's website via eCrash/Mississippi Interactive, it is necessary to approve the Project Request attached hereto as Exhibit "A".

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

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

SECTION 2. That the Project Request relative to eCrash/Mississippi Interactive be and the same is hereby approved as attached hereto as Exhibit "A", and the Mayor is authorized to execute the same on behalf of the City of Gulfport.

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 _____, 2020.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF THE COUNCIL **PRESIDENT**

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2020.

_____

MAYOR

MISSISSIPPI INTERACTIVE

Exhibit A
Project Request

Agency:	Gulfport Police Department
Agency Contact:	Joshua Bromen
Agency Email:	recordsstaff@gulfport-ms.gov
Agency Address:	2220 15th Street, Gulfport, MS 39501
Agency Phone:	(228) 868-5900
MSI PM:	Charlie Pringle
MSI PM Email:	Charlie.pringle@egov.com
MSI PM Phone:	601.351.5003
Project Name:	DPS eCrash Reporting System and Payment Processing
Desired Launch Date:	March 2020

Application Development and Hosting Environment:

Application will be hosted within Mississippi Interactive's infrastructure, located in the State Data Center in Jackson, MS.

Scope of Work to be Performed:

The desired system is a frontend application with an existing webservice that will provide single document-level access to the PDF version of a known Mississippi crash report created with eCrash. MSI will be providing the frontend and online payment processing for the system and will be connecting to CAPS, the third-party vendors, backend developed system. MSI will be replacing the existing Visual State Report Beam system.

Compensation:

Self-Funded or Payment Processing – with Split Flow (outside SPI)
Regulatory Fees collected online for the Agency are deposited into a bank account owned and managed by the Agency. E-Government Transactions Fees are deposited to the Contractor's Portal Bank Account.

The Mississippi Department of Public Safety eCrash Reports will be hosted and maintained at no cost to DPS. The application will be developed under the self-funded eGovernment model and reasonable maintenance efforts will be provided throughout the life of the application.

- Each credit card transaction will have the following fees: Total purchase amount + $5.00 flat eGov Transaction fee.
- Each ACH/eCheck transaction will have the following fees: total purchase amount + $5.00 eGov transaction fee.

The following payment methods will be accepted:

- VISA
- Mastercard
- American Express
- Discover
- ACH/eCheck

Equipment Cost (Optional Cost):

Optional equipment may be purchased by counties to accept point-of-sale payment using MSI's contract equipment rates below:

EMV Compatible Signature Capture Pin Pad Device	Not to exceed $635/device
5 Year Standard Warranty Buyer Protection on EMV Compatible Signature Capture Pin Pad Device	$85/Device
5 Year Expedited Replacement Warranty Buyer Protection on EMV Compatible Signature Capture Pin Pad Device	$87/Device
Tablet Kiosk	Not to exceed $2,200 per unit
Mobile Credit Card Swipe Device	Not to exceed $150
Basic Magnetic Card Reader	$85.00
Signature Capture Pinpad Device	$250.00
Check Reader/Imager	$350.00
Verifone Credit/Debit Card Terminals	$350.00

Customer Services or Support (Personnel Requirements):

MSI will provide:

- Facilitation of needed updates or required changes to the application
- Maintenance support
- SSL encryption of the online application
- Secure transfer of data

DPS will provide:

- Policy/procedural support
- Additional data or resources needed by MSI to implement any needed updates for application features

Project Special Considerations:

Launch date is based on anticipated timeline and subject to agency availability, testing, and acceptance. Should the launch date for a service be adjusted, a new launch date, agreed to by both the customer and MSI, will be documented via an updated functional spec or confirmation email.

MISSISSIPPI INTERACTIVE

Partner Acceptance:

By: _____

Authorized Signature

Printed: _____

Title: _____

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 _____, 2020, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE PUBLIC DISPLAY OF FIREWORKS AS A PART OF THE CITY'S INDEPENDENCE DAY CELEBRATION, AND FOR RELATED PURPOSES

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

WHEREAS, this public fireworks display, which is free to attend, is open to the general public, provides a public good to the citizens of the City of Gulfport and the entire Gulf Coast; and

WHEREAS, the City Council finds that it is in the best interest of the City to approve, and permit this public display of fireworks.

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, pursuant to Code of Ordinances, Section 10-55(c), the City of Gulfport is granted this written permit for a public display of fireworks on the evening of July 4, 2020, at or near Jones Park in 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 _____, 2020.

(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 _____, 2020.

APPROVED:

_____

MAYOR

DEPARTMENT OF
PUBLIC WORKS

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5740
Fax: 228-214-2238

Public Works & Engineering
4050 Hewes Ave
Gulfport, MS 39507

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

Date: February 28, 2020

Subject: Internal Transfer to Fund Traffic Dept Toughbook Laptop Purchase

AMOUNT	TO	FROM
$37,271.00	325-625100 (Streets & Traffic Lighting)	315-630400 (Computer Equipment)
$37,271.00	**TOTAL**	

The Department of Public Works is to internally transfer a total of $37,271.00 to fund the purchase of 4 new Toughbook laptops for the Traffic Division's use.

The Information Technology Department has determined that the current laptops the Traffic Division uses to perform daily operations are no longer compatible with various updates to necessary software. It is necessary to purchase new, updated laptops in order for Traffic operations to continue normally.

I hereby recommend this budget amendment.

Please place on the March 17, 2020 City Council Agenda.

City of Gulfport

Budget Amendment Request

Fund Name	Capital Projects	Date	02/28/20
Department #	315/325	Budget Entry #	2020-47
Department Name	Public Works		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
315				
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	36,082	74,991	37,271	148,344
Total	36,082	74,991	37,271	148,344
325				
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	1,927,867	16,370	(37,271)	1,906,966
Capital	-	-	-	-
Total	1,927,867	16,370	(37,271)	1,906,966

The Department of Public Works is requesting a Budget Amendment to internally transfer a total of $37,271 to fund the purchase of 4 new Toughbook laptops for the Traffic Division's use.

Amendment # 2020-47

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Leonard Papania

Date: February 24, 2020

Re: **Budget Amendment**

The following check was issued to the City of Gulfport from Property Room.com and I request your permission to place these funds in the account below.

Check number (44176) amount of $243.85

.

Line Item	Increase	Increase
Police Revenue 010-502500	243.85	
Guns/ Ammo 213-612800		243.85
Total	**243.85**	**243.85**

I appreciate your help. If you have any questions, please call.

City of Gulfport

Budget Amendment Request

Fund Name	General	Date	03/06/20
Department #	213	Budget Entry #	2020-48
Department Name	Police Department		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	1,414,000	11,396	244	1,425,640
Other Services	-	-	-	-
Capital	-	-	-	-
Total	1,414,000	11,396	244	1,425,640
Revenue 010-502500	68,884	6,612	244	75,739

Money was received from PropertyRoom.com and permission is requested to place these funds in the above accounts.

Amendment # 2020-48

Gulfport Police Department

Interoffice Memo

Date: **March 6, 2020**

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

From: **Leonard Papania, Chief of Police**

Re: **Budget Amendment**

The following check were received and I ask that you deposit the amount into the listed line items in the Coastal Narcotics Enforcement Team budget.

This money comes from CNET cases where Restitution has to be paid from defendants.

Check Number 45262 in the amount of $150.00
Check Number 45369 in the amount of $16.75

Total…… $166.75

Revenue line item 285-492600……$166.75

Expense line items to be increased:

286-630100 Police Narcotics Task Force Capital $166.75

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	03/06/20
Department #	286	Budget Entry #	2020-49
Department Name	Police Department		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	2,940	2,852	167	5,959
Total	2,940	2,852	167	5,959
Revenue 285-492600	-	2,852	167	3,019

Money was received from CNET cases where restitution has to be paid from defendants. Permission is requested to add to the above category budgets.

Amendment # 2020-49

Memorandum

To: Gerard Bellocq, Comptroller
Travis Hart, CPA, Finance Manager

From: Jennifer M. Jones, Office Manager, Asst. to City Attorney

Date: March 9, 2020

Re: Budget Amendment for VAWA Grant

Please place the following budget amendment for our Violence Against Women Act (VAWA) Grant on the Council Agenda for March 17, 2020.

Due to some recent changes on our existing grant we need to transfer money from the Contractual budget line to the Wages and Salary budget line (titled Personnel on the grant and Wages and Salary in-house) to be in compliance.

There is no increase in funds needed nor will our total grant amount decrease.

VAWA Grant – Project # 95622 :

Transfer from Contractual to Personnel (Federal award)	$33,566.67

Thanks.

City of Gulfport

Budget Amendment Request

Fund Name	General	Date	03/09/20
Department #	135	Budget Entry #	2020-50
Department Name	City Attorney		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	964,934	-	33,567	998,501
Supplies	-	-	-	-
Other Services	562,079	-	(33,567)	528,512
Capital	-	-	-	-
Total	1,527,013	-	-	1,527,013

Permission is requested to transfer money from Contractual budget line to Wages and Salary in order to be in compliance with specific grant requirements. There is no increase in funds needed nor will our total grant amount decrease.

Amendment # 2020-50

MEMORANDUM – CITY OF GULFPORT

Date: **MARCH 6, 2020**

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 17th Day Of March, 2020.**

Please place the attached item on the above referenced Council Agenda for resolutions awarding bids.

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 **17th** day of **March, 2020,** 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: 0711G-01-020.000. Lot 15 Blk 16 Jonestown McCaughan Add. Awarded To Purposed By Design Lawn Maintenance LLC For $280.00 To Cut & Clean The Property, Remove All Weeds & Vines, Remove/Haul Off Trash & Debris From Site Located At 1904 43rd Ave. (State Of Mississippi) – (Case: 5357)

Parcel 2: 0711H-05-058.000. Lots 1 & 2 & N 26 Ft Of Lot 3 Blk 12 Resurvey Of Southmoor Heights Subd Sec 5-8-11. Awarded To Grassmasters Lawn Service LLC For $200.00 To Board Up And Secure Openings, From Site Located At 1717 41st Ave. (Forrest Holdings Inc) – (Case: 5394)

Parcel 3: 0711H-03-019.000. Lots 6 & 7 Blk 9 Gulf Gardens. Awarded To Grassmasters Lawn Service LLC For $695.00 To Cut & Clean The Property, Remove All Weeds & Vines, Remove/Haul Off Trash & Debris From Site Located At Southward Dr. (Andrews Ethel A) – (Case: 5260)

Parcel 4: 0810E-03-061.000. Lots 6 & 7 Blk. 379 North Gulfport,Secs. 27/28-7-11. Awarded To Grassmasters Lawn Service LLC For $895.00 To Cut & Clean The Property, Remove All Weeds & Vines, Remove/Haul Off Trash & Debris From Site Located At 4107 Indiana Ave. (Williams Theodore & WF) – (Case: 5388)

Parcel 5: 0810N-01-047.000. Lots 42 & 43 Blk 37 Standard Land #2. Awarded To Grassmasters Lawn Service LLC For $195.00 To Cut & Clean The Property, Remove All Weeds & Vines, Remove/Haul Off Trash & Debris From Site Located At 2006 32nd St. (State Of Mississippi) – (Case: 5395)

Parcel 6: 0810N-01-048.000. Lots 40 & 41 Blk 37 Standard Land #2. Awarded To Grassmasters Lawn Service LLC For $195.00 To Cut & Clean The Property, Remove All Weeds & Vines, Remove/Haul Off Trash & Debris From Site Located At 0 - 32nd St. (State Of Mississippi) – (Case: 5396)

Parcel 7: 0908K-01-003.001. Beg 387 Ft E Of NW Cor Of SW1/4 Of NE1/4 Of Sec 11 On E Mar Of Birch Dr E Along 1/4 Sec Line 278.5 Ft S 84.3 Ft To N Line Of MS Power Co Easement R/W SWLY Along Easement 269.3 Ft To Birch Dr NLY Along Rd 194.4 Ft To POB Part Of SW1/4 Of NE1/4 Of Sec 11-7-11. Awarded To Purposed By Design Lawn Maintenance LLC For $268.00 To Cut & Clean The Property, Remove All Weeds & Vines, Remove/Haul Off Trash & Debris From Site Located At West Birch Dr. (Merkford & Associates) – (Case: 5342)

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 _____, 2020.

(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 _____, 2020.

APPROVED:

_____

MAYOR

MEMORANDUM – CITY OF GULFPORT

Date: **MARCH 6, 2020**

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: 0711G-01-020.000. Lot 15 Blk 16 Jonestown McCaughan Add. Awarded To Purposed By Design Lawn Maintenance LLC For $280.00 To Cut & Clean The Property, Remove All Weeds & Vines, Remove/Haul Off Trash & Debris From Site Located At 1904 43rd Ave. (State Of Mississippi) – (Case: 5357)

Parcel 2: 0711H-05-058.000. Lots 1 & 2 & N 26 Ft Of Lot 3 Blk 12 Resurvey Of Southmoor Heights Subd Sec 5-8-11. Awarded To Grassmasters Lawn Service LLC For $200.00 To Board Up And Secure Openings, From Site Located At 1717 41st Ave. (Forrest Holdings Inc) – (Case: 5394)

Ward 2

Parcel 3: 0711H-03-019.000. Lots 6 & 7 Blk 9 Gulf Gardens. Awarded To Grassmasters Lawn Service LLC For $695.00 To Cut & Clean The Property, Remove All Weeds & Vines, Remove/Haul Off Trash & Debris From Site Located At Southward Dr. (Andrews Ethel A) – (Case: 5260)

Ward 3

Parcel 4: 0810E-03-061.000. Lots 6 & 7 Blk. 379 North Gulfport,Secs. 27/28-7-11. Awarded To Grassmasters Lawn Service LLC For $895.00 To Cut & Clean The Property, Remove All Weeds & Vines, Remove/Haul Off Trash & Debris From Site Located At 4107 Indiana Ave. (Williams Theodore & WF) – (Case: 5388)

Parcel 5: 0810N-01-047.000. Lots 42 & 43 Blk 37 Standard Land #2. Awarded To Grassmasters Lawn Service LLC For $195.00 To Cut & Clean The Property,

Remove All Weeds & Vines, Remove/Haul Off Trash & Debris From Site Located At 2006 32nd St. (State Of Mississippi) – (Case: 5395)

Parcel 6: 0810N-01-048.000. Lots 40 & 41 Blk 37 Standard Land #2. Awarded To Grassmasters Lawn Service LLC For $195.00 To Cut & Clean The Property, Remove All Weeds & Vines, Remove/Haul Off Trash & Debris From Site Located At 0 - 32nd St. (State Of Mississippi) – (Case: 5396)

Ward 6

Parcel 7: 0908K-01-003.001. Beg 387 Ft E Of NW Cor Of SW1/4 Of NE1/4 Of Sec 11 On E Mar Of Birch Dr E Along 1/4 Sec Line 278.5 Ft S 84.3 Ft To N Line Of MS Power Co Easement R/W SWLY Along Easement 269.3 Ft To Birch Dr NLY Along Rd 194.4 Ft To POB Part Of SW1/4 Of NE1/4 Of Sec 11-7-11. Awarded To Purposed By Design Lawn Maintenance LLC For $268.00 To Cut & Clean The Property, Remove All Weeds & Vines, Remove/Haul Off Trash & Debris From Site Located At West Birch Dr. (Merkford & Associates) – (Case: 5342)

TOTAL: $ 2728.00

Comptroller

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705

City Hall
2309 15th St.
Gulfport, MS 39501

MEMORANDUM

Date: March 3, 2019

TO: Mayor Billy Hewes
Councilman Kenneth Casey
Councilman Ron Roland
Councilman Myles Sharp
Councilwoman Ella Holmes - Hines
Councilman Rusty Walker
Councilwoman Cara Pucheu
Councilman R. Lee Flowers

From: Gerard Bellocq, Comptroller

Subject: Monthly Check Register from Associated Adjusters

Attached is the report from Associated Adjusters of payments made on Workers' Compensation and General Liability claims for the month of February, 2020 to be approved and made a part of the minutes of the March 17, 2020 Council meeting.

As always, please do not hesitate to call me if I can be of further assistance.

Report Criteria: Transaction Date Range = 2/1/2020 - 2/29/2020 Filter = Checking Account Description = 'City of Gulfport-HB Claims Contigency ' and Transaction Type in (Check, Voided) and Checking Account = 'City of Gulfport-HB Claims Contigency ' and Branch = 'Associated Adjusters International'

Checking Account Is City of Gulfport-HB Claims Contigency

Transaction Type Transaction Date	Check Number Void Date	Payee Name	Transaction Amount
Check 02/04/2020	23074	[redacted]	$16.20
Check 02/04/2020	23075	[redacted]	$19.69
Check 02/04/2020	23076	[redacted]	$22.00
Check 02/04/2020	23077	[redacted]	$100.00
Check 02/04/2020	23078	[redacted]	$119.05
Check 02/04/2020	23079	[redacted]	$133.00
Check 02/04/2020	23080	[redacted]	$133.00
Check 02/04/2020	23081	[redacted]	$974.08
Check 02/06/2020	23082	[redacted]	$28.00
Check 02/06/2020	23083	[redacted]	$74.02
Check 02/06/2020	23084	[redacted]	$139.48
Check 02/06/2020	23085	[redacted]	$143.08
Check 02/06/2020	23086	[redacted]	$2,630.62
Check 02/06/2020	23087	[redacted]	$45.00
Check 02/07/2020	23088	[redacted]	$122.75
Check 02/11/2020	23089	[redacted]	$55.00
Check 02/11/2020	23090	[redacted]	$238.56
Check 02/13/2020	23091	[redacted]	$139.48
Check 02/13/2020	23092	[redacted]	$139.48
Check 02/13/2020	23093	[redacted]	$569.81
Check 02/18/2020	23094	[redacted]	$26.40
Check 02/18/2020	23095	[redacted]	$27.94
Check 02/18/2020	23096	[redacted]	$66.26
Check 02/18/2020	23097	[redacted]	$92.00
Check 02/18/2020	23098	[redacted]	$117.13
Check 02/18/2020	23099	[redacted]	$133.00
Check 02/18/2020	23100	[redacted]	$140.91
Check 02/18/2020	23101	[redacted]	$194.40

Report Criteria: Transaction Date Range = 2/1/2020 - 2/29/2020 Filter = Checking Account Description = 'City of Gulfport-HB Claims Contigency ' and Transaction Type in (Check, Voided) and Checking Account = 'City of Gulfport-HB Claims Contigency ' and Branch = 'Associated Adjusters International'

Checking Account Is City of Gulfport-HB Claims Contigency

Transaction Type Transaction Date	Check Number Void Date	Payee Name	Transaction Amount
Check 02/18/2020	23102	[redacted]	$194.40
Check 02/18/2020	23103	[redacted]	$194.40
Check 02/18/2020	23104	[redacted]	$396.34
Check 02/18/2020	23105	[redacted]	$428.99
Check 02/18/2020	23106	[redacted]	$974.08
Check 02/18/2020	23107	[redacted]	$3,585.64
Check 02/20/2020	23108	[redacted]	$194.40
Check 02/20/2020	23109	[redacted]	$195.50
Check 02/21/2020	23110	[redacted]	$6.10
Check 02/21/2020	23111	[redacted]	$139.46
Check 02/21/2020	23112	[redacted]	$139.46
Check 02/24/2020	23113	[redacted]	$10.86
Check 02/24/2020	23114	[redacted]	$95.00
Check 02/24/2020	23115	[redacted]	$238.56
Check 02/26/2020	23116	[redacted]	$11.00
Check 02/26/2020	23117	[redacted]	$14.70
Check 02/26/2020	23118	[redacted]	$15.80
Check 02/26/2020	23119	[redacted]	$16.00
Check 02/26/2020	23120	[redacted]	$39.35
Check 02/26/2020	23121	[redacted]	$186.15
		Check Totals (48)	$13,716.53
		Charge/Check Totals (48)	$13,716.53
		Checks less Voids/Reimbursements	$13,716.53
		City of Gulfport-HB Claims Contigency Totals	$(13,716.53)

Report Criteria: Transaction Date Range = 2/1/2020 - 2/29/2020 Filter = Checking Account Description = 'City of Gulfport-HB Claims Contigency ' and Transaction Type in (Check, Voided) and Checking Account = 'City of Gulfport-HB Claims Contigency ' and Branch = 'Associated Adjusters International'

Grand Totals	$(13,716.53)

MEMORANDUM – CITY OF GULFPORT

Date: MARCH 2, 2020

To: Mayor Billy Hewes
City Council Members

From: Linda Allen (Department of Urban Development)

Re: Privilege License Report – for the month of February, 2020 – to be made a part of the minutes.

The attached report of Privilege Licenses issued by the City of Gulfport for the period of February 1 through February 29, 2020 to be presented to the City Council on the 17th day of March, 2020 per Mississippi Code § 27-17-501.

PRIVILEGE LICENSE REPORT - FEBRUARY 2020

Customer Name	Customer Address	Amount	Post Date
COASTAL HEARING CENTER	3017 13TH ST STE A2	$33.00	02/13/2020
ALAN BELCHER MMA CLUB GULFPORT	12100 HWY 49	$22.00	02/11/2020
ALAREON MEDIA GROUP LLC	PO BOX 7527	$22.00	02/13/2020
ALTERATIONS BY CHRIS	11497 HIGHWAY 49	$22.00	02/14/2020
ANOINTED HAIR SALON	15097 WESLEY CIRCLE	$22.00	02/19/2020
ATTITUDES HAIR AND NAIL SALON	450 E PASS RD SUITE 2	$33.00	02/24/2020
B & D SERVICES LLC	11170 VIXEN LOOP	$22.00	02/25/2020
BADCOCK HOME FURNITURE & MORE	21 HARDY COURT SHOPPING CENTER	$55.00	02/25/2020
BEACH SIDE SHABBY	2701 14TH AVE #27 & 29	$22.00	02/28/2020
BEACH SIDE SHABBY	2701 14TH AVE #27 & 29	($22.00)	02/28/2020
BEACH SIDE SHABBY	2701 14TH AVE #27 & 29	$22.00	02/28/2020
BEACH SIDE SHABBY	2701 14TH AVE #27 & 29	($22.00)	02/28/2020
BILOXI BEACH RESORT RENTALS	2230 BEACH DRIVE	$22.00	02/13/2020
BILOXI BEACH RESORT RENTALS	2230 BEACH DR	$33.00	02/13/2020
BOXDROP MATTRESS & FURNITURE OF GULFPORT	2205 JOHN HILL BLVD SUITE G	$22.00	02/11/2020
BROWN INVESTMENTS & CONCESSIONS	8307 TEXAS AVENUE	$22.00	02/07/2020
CHILDRENS INTERNATIONAL MEDICAL GROUP	11240 HWY 49	$22.00	02/25/2020
CJ'S OF GPT INC	826 PASS RD	$33.00	02/13/2020
CORE CHIROSPORT PLLC	370 COURTHOUSE RD STE 101	$22.00	02/26/2020
DEJA VU	2701 14TH AVE BOOTHS 1 & 2	$22.00	02/28/2020
DEJA VU	2701 14TH AVE BOOTHS 1 & 2	($22.00)	02/28/2020
DEJA VU	2701 14TH AVE BOOTHS 1 & 2	$22.00	02/28/2020
DEJA VU	2701 14TH AVE BOOTHS 1 & 2	($22.00)	02/28/2020
DELORIS HAIR FLAIR SALON	12001 MOBILE AVENUE	$22.00	02/10/2020
DIGESTIVE HEALTH CENTER PA	12261 HWY 49 STE 12	$33.00	02/05/2020
FAMILY DOLLAR STORE OF MS INC #38372	1016 PASS ROAD	$15.00	02/19/2020
FAMILY DOLLAR	15229 MARTIN LUTHER KING BLVD	$15.00	02/19/2020
FLEMING CONSTRUCTION	P O BOX 7548	$22.00	02/10/2020
H P DEVELOPMENT	P O BOX 2965	$22.00	02/13/2020
GULF FRESH SEAFOOD	4601 TENNESSE AVENUE	$38.50	02/13/2020
HERITAGE HOUSE GIFTS	738 E PASS RD	$44.00	02/13/2020
CUEVAS CONSTRUCTION	14472 CREOSOTE RD	$22.00	02/25/2020
K L HARRY LOGISTIC & CONSULTION	12215 AMBER CV	$22.00	02/10/2020
K'S CLEANING AND LAWN SERVICE	603 LIZ CIRCLE	$22.00	02/10/2020
LUMBER LIQUIDATORS INC	9444 HWY 49 NORTH SUITES C & D	$101.75	02/13/2020
MAGNOLIA SOUTH LLC	15373 ST CHARLES ST	$22.00	02/13/2020
MCCULLOM BRAD A	3717 HARRISON DRIVE	$22.00	02/28/2020
MCCULLOM BRAD A	3717 HARRISON DRIVE	($22.00)	02/28/2020
MCCULLOM BRAD A	3717 HARRISON DRIVE	$22.00	02/28/2020
MIRACLE EAR OF LOUISIANA	5750 JOHNSTON ST #502	$22.00	02/21/2020
PASS ROAD CONVENIENCE LLC	20 PASS RD	$38.50	02/13/2020
PATTEN FAMILY CHIROPRACTIC	15335 COMMUNITY RD	$22.00	02/05/2020
POSH NAIL SPA LLC	1116 COWAN ROAD	$33.00	02/13/2020
PT SOLUTIONS	1100 CIRCLE 75 PKWY	$33.00	02/11/2020
VOLKSWAGEN OF GULFPORT	1122 PASS ROAD	$33.00	02/13/2020
RED DOT STORAGE	248 CENTENNIAL PKWY STE 100	$22.00	02/13/2020
S & D LAWN CARE	PO BOX 2234	$22.00	02/05/2020
SALON SEVEN	11382 THREE RIVERS RD STE C	$22.00	02/05/2020
SHAGGYS GULFPORT BEACH	2255 ROSEWOOD LN	$49.50	02/13/2020

PRIVILEGE LICENSE REPORT - FEBRUARY 2020

STARBUCKS COFFEE# 13498	15299 CROSSROADS PARKWAY	$85.80	02/20/2020
THE HOT SPOT BISTRO AND LOUNGE	1948 E PASS RD STE A	$38.50	02/06/2020
THE ISLAND GARDEN SHOP	9244 OLD LORRAINE RD	$22.00	02/04/2020
THRIFTIQUE THRIFT STORE	1900 PASS ROAD	$22.00	02/05/2020
TIRE AND LUBE LLC	600 PASS RD	$22.00	02/11/2020
VINTAGE FLAMINGO	2701 14TH AVE	$22.00	02/28/2020
VINTAGE FLAMINGO	2701 14TH AVE	($22.00)	02/28/2020
VINTAGE FLAMINGO	2701 14TH AVE	$22.00	02/28/2020
VINTAGE FLAMINGO	2701 14TH AVE	($22.00)	02/28/2020
WAIST SNATCHERS	1524 PASS RD UNIT #1	$27.50	02/19/2020
WIN HOME INSPECTION	11462 STANTON CIRCLE	$22.00	02/04/2020
Z TRIP	109 E 34TH ST	$22.00	02/13/2020
CINEMARK USA	15171 COMMUNITY RD	$1,245.00	02/21/2020
CSC SERVICEWORKS INC	303 SUNNYSIDE BLVD UNIT 70	$390.00	02/05/2020
GENCO'S AMUSEMENT CO INC	532 S COLUMBIA STREET	$243.00	02/19/2020
PREMIER AMUSEMENTS INC	2140 WARD AVE	$45.00	02/21/2020
PREMIER AMUSEMENTS INC	2140 WARD AVE	$675.00	02/21/2020
PREMIER AMUSEMENTS INC	2140 WARD AVE	$100.00	02/21/2020
PREMIER AMUSEMENTS INC	2140 WARD AVE	$335.00	02/21/2020
THE HILLMAN GROUP INC	8990 S KYRENE ROAD	$50.00	02/11/2020
HUNTER WOOD WORK & SUPPLY	2212 HEWES AVENUE	$24.40	02/13/2020
EDIBLE GLITZ CUSTOM TREATS LLC	14491 CREOSOTE RD	$15.00	02/13/2020
RAY JAMES NICHOLAS	1223 30TH AVE STE B	$13.20	02/04/2020
KUT N UP LLC	13187 DEDEAUX RD STE I	$13.20	02/04/2020
MR LEE MTS LLC	P O BOX 2651	$13.20	02/05/2020
JOHNSON SHAKIEA	1822 15TH ST SUITE 5	$13.20	02/06/2020
AT&T SOUTHEAST	1723 22ND AVE	$270.00	02/19/2020
GOOD DEAL CHARLIE INC	15140 CROSSROADS PKWY	$21.45	02/07/2020
RESERVE VII LLC	11200 THREE RIVERS RD	$19.80	02/07/2020
HERRING-CRESSEY CHRISTINE	1116 COWAN RD STE C	$13.20	02/10/2020
AT&T SOUTHEAST	1723 22ND AVE	$270.00	02/19/2020
FUNNY ICE CREAM	11 BEAU BRAUN	$25.00	02/10/2020
LA BELLAS SALON LLC	14021 FOX HILL DR	$13.20	02/11/2020
GANNON FRANK	2525 19TH AVE	$13.20	02/11/2020
CUT N UP	200 PASS ROAD	$20.00	02/13/2020
SUGAR MILL VII LLC	20 BELLEGRASS BLVD	$13.20	02/14/2020
SUGAR MILL VII LLC	20 BELLEGRASS BLVD	$13.20	02/14/2020
ADHYA LLC	2354 E PASS RD	$23.10	02/14/2020
ADHYA LLC	1925 E PASS RD	$26.40	02/14/2020
AFFINITY HEALTHCARE LLC	1822 15TH ST #8	$13.20	02/14/2020
LITTLE MISS CONSTRUCTION LLC	542 OREGON DR APT 2	$13.20	02/25/2020
ORKIN PEST CONTROL, LLC	10541 OUTDOOR WAY STE F	$45.54	02/25/2020
GOLDEN FLOOR STUDIO LLC	2220 25TH AVE	$20.00	02/19/2020
TRAN NGOCHANH	1909 E PASS RD UNIT A3A	$13.20	02/19/2020
DELLINGER BRO	4335 N SUSQUEHANNA TRAIL	$75.00	02/19/2020
INTEGRATED MEDICAL & WELLNESS CLINIC OF	110 MAIN AVE N	$13.20	02/20/2020
LAN ERHANG	9131 HWY 49	$29.70	02/20/2020
GIAU DOAN	1203 30TH AVE STE B	$13.20	02/20/2020
DESIGNS BY EVELYN	112 ELEANOR AVE	$25.00	02/20/2020
MONTALTO MICHAEL	13099 SULLIVAN LANE	$13.20	02/21/2020

PRIVILEGE LICENSE REPORT - FEBRUARY 2020

JERRY ROBERTS	427 MCDOWELL AVE	$350.00	02/21/2020
MARDI GRAS BY JAYNE	11114 DAURO ROAD	$25.00	02/21/2020
PHILLIP HECK #1	19 A TOWASINMEN AVENUE	$50.00	02/24/2020
NAV SYSTEMS INC	11611 JOHN ROSS RD	$13.20	02/24/2020
BURTON CABINETS & WOODWORKS	3001 55TH AVE	$20.00	02/25/2020
MILNER JOHN	15310 DEDEAUX RD	$13.20	02/25/2020
MY FIRST STOP CHILDCARE CENTER LLC	1506 STEWART AVE	$13.20	02/25/2020
BARNETT JANEE'	3620 REYNOSA DR	$13.20	02/25/2020
MMP2-HARBIN LLC	10900 E TAYLOR RD	$13.20	02/25/2020
PRIME ATHLETICS LLC	8923 LORRAINE RD STE A	$13.20	02/27/2020
MYERS LAW FIRM PLLC	1720 22ND AVE	$13.20	02/28/2020
THE CITIZENS BANK OF PHILADELPHIA	12008 HWY 49	$19.80	02/28/2020
GRAVELEY LINNETTE	591 NEAL DR	$13.20	02/28/2020
GRAVELEY LINNETTE	591 NEAL DR	($13.20)	02/28/2020
GRAVELEY LINNETTE	591 NEAL DR	$13.20	02/28/2020
CHOICES COORDINATED CARE SOLUTIONS INC	9414 THREE RIVERS RD #3	$13.20	02/28/2020
CHOICES COORDINATED CARE SOLUTIONS INC	9414 THREE RIVERS RD #3	($13.20)	02/28/2020
CHOICES COORDINATED CARE SOLUTIONS INC	9414 THREE RIVERS RD #3	$13.20	02/28/2020
TOTAL:		**$6,164.04**	

Public Records Requests Report

To: Mayor Billy Hewes and Council Members

From: Jeremy Perry-Records Manager

Subject: February 2020 Records Requests

Date: March 6, 2020

Below is the monthly Records Request Report for February 2020. Ninety **(90)** records requests submitted. The amount collected for all thus far **$109.46**. Payments are pending for nineteen **(19)** requests. Please feel free to contact me at jperry@gulfport-ms.gov and/or (228)868-5705 Ext 6556.

Department	Requestor	Request Date	Completion Date	Requested Information	Status	Cost
Court	Kevin Hayward Senior U.S. Probations Officer	2/3/2020	2/3/2020	Akia A. Guillotte DUI Abstract Charged 6/18/16, non adj 6/28/16	Complete	$0.00
Court	Tammy Ladner/Harrison Co. 1st Justice	2/3/2020	2/3/2020	Juan Zuniga-Montoya FBI# 109077EC6	Complete	$0.00
Utility Billing	Vicki Fairley	2/3/2020	2/4/2020	Water bill for audit for 2017 & 2018	Complete	Awaiting payment
Urban Development	Cheryl Mount	2/3/2020	2/5/2020	Building permits from 1/1/20 to 1/31/20	Complete	$8.75
Court	U.S. Probation	2/3/2020	2/3/2020	Christopher Jordan Vincent	Complete	$0.00
Police	Lindsay Knowles	2/3/2020	2/11/2020	Officer involved in shooting on 2/1/2020	No records	$0.00
Court	Matthew Sones/U.S. Probation	2/3/2020	2/4/2020	Paul David Graves Jr	Complete	$0.00
CC/PW	Bill Sondericker	2/3/2020	2/4/2020	Variance 2002ZB021	Complete	$8.75
Police	William Jones	2/4/2020	2/4/2020	Call out reports for property 2321 18th Ave, Gulfport, MS 39501 in last 60 days	Complete	Awaiting payment
Police	Amy R Sanmarco	2/4/2020	2/10/2020	Incident Report Request on Robert E. Davis	Complete	Awaiting payment
Court	Edwin Mallard	2/4/2020	2/5/2020	2001 Abstract forms, simple domestic case	Complete	$4.88
Court	NICS	2/5/2020	2/5/2020	Robert Davis Jr. Controlled substance: Poss of Marijuana, DUI DOA 1/23/2020	Complete	$0.00
Urban Development	Nicholus Rice/Pemco Limited	2/5/2020	2/5/2020	103 Tomahawk Trl, Gulfport, MS 39503	No records	$0.00
Court/Police	Brandon Riches	2/5/2020	2/5/2020	DUI from December 2018 for Enrique Vanegas	Complete	$0.00
Court/Police	George Healey (George Healy & Associates)	2/5/2020	2/5/2020	#2681846, #W020207, G1037617, #2655140 Zachery Moore	Complete	$4.88
Urban Development	Ollie Bailey Jr State Farm	2/5/2020	2/12/2020	13433 Harper Court, Gulfport, MS 39503 certificate of occupancy	Complete	$4.62

Public Records Requests Report

Court	Matthew A. Becker - U. S. Probation Officer	2/6/2020	2/6/2020	Court abstracts and financial payment history for Brian E. McIver	Complete	$0.00
Urban Development	Tapper Security	2/6/2020	2/6/2020	New business list for January	Complete	$4.62
Court	SFC Cessna, Brandon R/US Army Recruiting	2/6/2020	2/6/2020	Mario Ricardo Shade & Corey Michael Baldwin court records	Complete	$0.00
Police	Rick Poyner/CCMSI	2/6/2020	2/10/2020	18-024329/ Police Body Cam footage for this auto accident	No records	$0.00
Court/Police	Officer Michelle Miller	2/6/2020	2/7/2020	Paul Mitchell Miller	Complete	$0.00
Court	NICS	2/7/2020	2/7/2020	David Wayne Hampton DOA 4/23/18 and 8/12/2018	Complete	$0.00
Police	Richard Windmann	2/7/2020	2/7/2020	Investigation on Patrick Sanders, former priest	No records	$0.00
Court	Branda L. Aiken	2/7/2020	2/7/2020	Need certified copy of divorce degree for Social Security	Complete	$0.00
FI/PU/UD	Kate Parnin, The PETA Foundation	2/7/2020	2/13/2020	All records for the Mississippi Aquarium from January 1, 2017 though the date of this request is processed	No records	$0.00
Police	Morris Bart Attys. Office/ Jessica M. Lennard	2/7/2020	2/10/2020	Report number MVA on 2/5/2020 involving Joshua Pickard	Complete	$0.00
Court/Police	Karen Surtain	2/7/2020	2/11/2020	Domestic Violence involving Alex J. LeBeau	Complete	$4.88
Court	Tammy Ladner/Harrison Co. 1st Justice	2/10/2020	2/11/2020	Gary L. Charlot DUI waiver. Citation 8/15/17, Conviction 2/13/18	Complete	$0.00
PW/UD	Ana Ramirez-SBA Communications	2/10/2020	2/10/2020	New wireless telecommunications tower	No records	$0.00
Court	Ambria Reynolds	2/10/2020	2/11/2020	Carol Williams(Carol Lavern Williams) 2008/4/19 Misdemeanor Malicious Mischief	Complete	$0.00
Police	Morris Bart Attys. Office/ Jessica M. Lennard	2/10/2020	2/10/2020	Jason Murray DOA: 2/7/2020 report number	Complete	$0.00
Urban Development	Jada Powell/Accutrend Data Corporation	2/10/2020	2/10/2020	Business license during he month of January 2020	Complete	$4.62
Police	Colleen M. Jackson, PL Donna Law Firm, P.C.	2/10/2020	2/11/2020	9/1/2019 incident at Taco Bell 2417 25th Ave, Gulfport, MS involving Shawn Noe and Taco Bell manager Richsonne Meredith	Complete	Awaiting payment
Court	Crystal Mayo/Anasec	2/11/2020	2/11/2020	Sabrina Nicole Gentry	Complete	$5.13
Court	Bradley W. Rath, PLLC	2/11/2020	2/11/2020	G20-005507-Request for abstract	Complete	$4.63

Public Records Requests Report

Utility Billing	Elisha Webb	2/12/2020	2/12/2020	14195 South Country Hill Drive 2016-2018	Complete	$0.00
Police	Rick Murray/Andrew C. Burrell, P.A.	2/12/2020	2/14/2020	Motor vehicle accident on 11/11/2019 involving our client Tonya Brown	Complete	$0.00
Court/Police	Silvestre Gutierrez Zuniga	2/13/2020	2/13/2020	Silvestre Gutierrez Zuniga	Complete	$0.00
Police	Kristy M. Todd, Paralegal - Murphy Law, PA	2/13/2020	2/14/2020	20-001431 Automobile accident on 1/27/2020 involving client Allen Randall Bos, Jr.	Complete	$0.00
Fire	Deanna Goodnight/Farm Bureau Claims	2/14/2020	2/14/2020	House Fire on 2/11/20 Henry Flowers, 14469 Rippy Rd, Gulfport, MS 39503	Complete	Awaiting payment
Police	Butte County District Attorney Investigator Jennifer Parker	2/14/2020	2/14/2020	Any records/reports pertaining to Autumn Guilford	No records	$0.00
FD/UD	Key Zoning Assessments	2/14/2020	2/24/2020	Belk Store at 15226(15208) Crossroads Parkway, Gulfport, MS fire code violations and site plan	Complete	$4.87
Court	Michele L. West formerly known as Michele L. Pucheu	2/14/2020	2/19/2020	Approximately 1985 judgement in favor of Michele L. Pucheu after car accident on Hwy 90 in Gulfport, MS	Complete	$0.00
Police	Progressive Insurance Company	2/14/2020	2/20/2020	20-001974 Myra Willis injured in her parked vehicle	Complete	Awaiting payment
Court	Eckert Law Firm, PLLC	2/14/2020	2/19/2020	Carlos Jose Paredes	Complete	$4.63
Court	NICS	2/18/2020	2/19/2020	Robert Keith Barlow	Complete	$0.00
Police	Attorney Joseph G. Glass	2/18/2020	2/20/2020	Agency Number: 2403-18-017704 request full report and photographs	Complete	Awaiting payment
Police	Ryan Canon/Morris Bart Ltd	2/18/2020	2/18/2020	Wreck 2/3/20near Memorial Hospital involving Johnny Brannum and Shawn Reed	Complete	$0.00
Urban Development	Bryan Jacobs	2/18/2020	2/18/2020	Certificate of Occupancy 13337 Harper Ct Gulfport, MS 39503	Complete	$4.62
Police	Morris Bart - Ida Henley	2/18/2020	2/26/2020	Need PR# DOA 2/11/2020 Subjects DL 802138671 accident on 49	Complete	$0.00
Police	Progressive Insurance Willie Bracey	2/18/2020	2/20/2020	20001765	Complete	$0.00
Police	Focus Forensics	2/18/2020	2/20/2020	19-023584 Requesting photos and any officer/field notes	No records	$0.00
Police	Jonathan Demuth	2/18/2020	2/20/2020	17-021667	Complete	Awaiting payment

Public Records Requests Report

Court	NICS	2/19/2020	2/19/2020	Keisha Johnson Bell Domestic Simple Assault 12/21/2020	Complete	$0.00
Court	Crystal Mayo/Anasec	2/19/2020	2/20/2020	Jared Michael Young	Complete	$4.63
Court	NICS	2/19/2020	2/20/2020	Hayes Ronald Tyra DOA 3/19/2018 DUI	Complete	$0.00
Urban Development	Valeria Marquez	2/19/2020	2/19/2020	1283 Century Oaks Drive (Parcel 1010M-03-010.070)	No records	$0.00
Utility Billing	Troy Johnson	2/19/2020	2/26/2020	Water billing for 2019 for taxes	Complete	Awaiting payment
Court	Miller Law Offices, PLLC (Keith Miller)	2/19/2020	2/20/2020	Docket # 201923630 GPD # 19-021075 court abstract for Joshua Goff	Complete	Awaiting payment
Court	Jeremy Brandon Mize	2/20/2020	2/21/2020	Case DH401657 November 2017 DUI	Complete	$4.63
Police	Morris Bart Attys. Office/ Jessica M. Lennard	2/20/2020	2/20/2020	Incident report number	Complete	$0.00
Public Works	Jeff Brewer/Focus Forensics	2/20/2020	3/6/2020	Signal Timing-Maintenance Records request at the intersection of Highway 49 and O'Neal Road	Complete	Awaiting payment
Police	Morris Bart, LTD	2/21/2020	2/28/2020	19-023412-Body cam video from motor vehicle accident	Complete	Awaiting payment
Court	NICS	2/21/2020	2/21/2020	Keisha Johnson Bell Domestic Simple Assault 12/21/2020 final disposition and copy of sentencing order	Complete	$0.00
Court	Jim Davis	2/21/2020	2/24/2020	Citation #2302973/Please provide an abstract regarding this citation issued January 31, 2004	Complete	$4.63
Court/Police	Anthony Libertato (George Healy & Associates)	2/24/2020	2/24/2020	Zackary Moore	Complete	$4.63
Court	Devin Hope	2/24/2020	2/24/2020	2014-23-027	Complete	$4.63
Fire	Mark Bordelon	2/24/2020	2/24/2020	Fire report 2/18/20 1529 43rd Ave, Gulfport, MS	Complete	Awaiting payment
Court	NICS	2/24/2020	2/24/2020	ACA 12-016229 Myron Arthur Magee	Complete	$0.00
Police	Ciro Gaimari	2/24/2020	2/24/2020	Leonard Parker Jr.	No records	$0.00
Finance/UB	Susan	2/24/2020	2/25/2020	1323 Sherwood Dr, Gulfport, MS 39507	Complete	$0.00
Fire	Gormah Mulbah	2/24/2020	2/24/2020	19-04885 827 Guinn St, Gulfport, MS 39507	Complete	Awaiting payment
Court	United States Army	2/25/2020	2/25/2020	Alton Jacob background check	Complete	$0.00
Court	William Barczak (Incheck, Inc)	2/25/2020	2/25/2020	Jessica Mixon records search	Complete	$0.00

Public Records Requests Report

Court	NICS	2/26/2020	2/26/2020	Miles Spencer Wood DOA 5/21/2017 DUI	Complete	$0.00
Police	Morris Bart, Ltd/Lauren R. Sullivan, Attorney at Law	2/26/2020	2/26/2020	Police report for accident on 2/21/2020, client Lamont Randle	Complete	$0.00
Police	Colleen G. Nunez of Dukes, Dukes, Keating & Faneca	2/26/2020	2/26/2020	20-002348 doa 2/11/20 photos taken by police	Complete	Awaiting payment
Court	Krystina Zeleste Elias	2/26/2020	2/27/2020	Marco Antonio Islas-Cabrea verification of paid tickets	Complete	$6.63
Police	Morris Bart LTD - Ida Henley	2/26/2020	2/26/2020	MVA on 2/15/2020 Spencer Armstrong need PR#	Complete	$0.00
Court	NICS	2/27/2020	2/27/2020	Kemareous Deonte Terrell	Complete	$0.00
Finance/UD	Valencia Bay Properties	2/27/2020	3/3/2020	Need EIN on Ellis Haskins Jr construction company	No records	$0.00
Court/Police	Perspecta Company	2/27/2020	2/27/2020	2020335670/22-Howell 4/2015-Drug involvement-Possession drug, Drug para, deadly weapon	Complete	Awaiting payment
Utility Billing	National Lien Search, LLC	2/27/2020	2/28/2020	15033 S. White Swan Drive utility services	Complete	Awaiting payment
Court	Shaketha McNeil	2/27/2020	2/27/2020	07-047109, no proof of liability insurance	Complete	Awaiting payment
Urban Development	Jordan Kinser, Open Records Data Retrieval (ORDR)	2/27/2020	3/5/2020	Permits applied from January 1, 2014 to present	Complete	Awaiting payment
Court	John Christopher Johnson	2/28/2020	2/28/2020	Final disposition for domestic violence charge	Complete	$4.63
Police	Brittany Flores	2/28/2020	3/2/2020	Arrest #379199 date 8/9/2014	Cancelled	$0.00
Court	Cindy McDermid	2/28/2020	2/28/2020	Death certificate of Dean E. McFadden	No records	$0.00
Court/Police	USPO Justin Crowe	2/28/2020	2/28/2020	Jason Johnston abstract for DUI arrest 2/2020, dismissal for domestic assault charge 2019	Complete	$0.00
Urban Development	Robt Amentar	2/28/2020	2/28/2020	1912 SC160 Cert of Resubdivision T Sight Plan	Complete	$5.17
Total						**$109.46**

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: March 10, 2020

Re: Year-To-Date Budget Report for the month ending February 29, 2020

Please find attached a year-to-date budget report for the month ending February 29, 2020, representing the fifth (5th) 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.

FOR 2020 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
010 GENERAL FUND							
010 GENERAL FUND							
40 PROPERTY TAXES	-20,501,600	-20,501,600	-9,028,659.61	-5,736,678.27	.00	-11,472,940.39	44.0%
41 SALES TAX	-23,080,000	-23,080,000	-9,878,691.50	-2,115,073.22	.00	-13,201,308.50	42.8%
42 LICENSES AND PERMITS	-1,076,116	-1,076,116	-415,355.84	-82,179.69	.00	-660,760.16	38.6%
43 FRANCHISE FEES	-4,378,459	-4,378,459	-2,004,024.57	-146,641.06	.00	-2,374,434.43	45.8%
44 GAMING FEES	-3,862,711	-3,862,711	-1,224,515.29	.00	.00	-2,638,195.71	31.7%
45 GRANTS FEDERAL	-1,006,833	-1,009,833	-133,698.21	-28,185.52	.00	-876,134.31	13.2%
47 GRANTS OTHER	-1,112,570	-1,730,702	-441,075.20	-59,464.73	.00	-1,289,626.58	25.5%
48 FINES AND FORFEITS	-1,060,000	-1,060,000	-431,235.19	-87,362.82	.00	-628,764.81	40.7%
49 INTERGOVERNMENTAL	-2,000,000	-2,000,000	-213,747.58	-81,880.95	.00	-1,786,252.42	10.7%
50 CHARGES FOR SERVICE	-2,300,461	-2,303,477	-607,388.43	-43,198.34	-1,075.00	-1,695,013.44	26.4%
51 INTEREST EARNED	-434,905	-434,905	-187,169.26	-27,999.77	.00	-247,735.74	43.0%
56 MISC REVENUE	-119,439	-121,130	-105,683.39	-3,773.73	.00	-15,446.99	87.2%
58 OTHER FINANCING SRCE	-13,790	-13,790	-12,500.00	-2,650.00	.00	-1,290.00	90.6%
TOTAL GENERAL FUND	-60,946,884	-61,572,723	-24,683,744.07	-8,415,088.10	-1,075.00	-36,887,903.48	40.1%
111 EXECUTIVE							
60 PERSONAL SERVICES	306,712	306,712	123,704.71	21,907.78	.00	183,007.29	40.3%
61 SUPPLIES	1,200	1,200	211.91	42.64	.00	988.09	17.7%
62 OTHER SERVICES	32,809	32,809	6,296.49	756.54	609.45	25,903.06	21.0%
TOTAL EXECUTIVE	340,721	340,721	130,213.11	22,706.96	609.45	209,898.44	38.4%
115 LEGISLATIVE							
60 PERSONAL SERVICES	368,007	368,007	144,627.13	27,344.20	.00	223,379.87	39.3%
61 SUPPLIES	5,700	5,700	2,297.52	481.49	92.36	3,310.12	41.9%
62 OTHER SERVICES	1,475,490	1,475,490	554,956.70	18,799.20	.00	920,533.30	37.6%
63 CAPITAL OUTLAY	10,593	10,593	.00	.00	.00	10,593.00	.0%
TOTAL LEGISLATIVE	1,859,790	1,859,790	701,881.35	46,624.89	92.36	1,157,816.29	37.7%
125 JUDICIAL							

FOR 2020 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PERSONAL SERVICES	1,116,824	1,116,824	469,076.92	86,239.29	.00	647,747.08	42.0%
61 SUPPLIES	16,200	16,200	4,374.69	257.33	575.00	11,250.31	30.6%
62 OTHER SERVICES	442,220	442,220	133,756.33	20,121.00	34,456.56	274,007.11	38.0%
63 CAPITAL OUTLAY	5,000	5,000	.00	.00	1,015.00	3,985.00	20.3%
TOTAL JUDICIAL	1,580,244	1,580,244	607,207.94	106,617.62	36,046.56	936,989.50	40.7%
135 LEGAL							
60 PERSONAL SERVICES	964,934	964,934	393,111.18	71,599.23	.00	571,822.82	40.7%
61 SUPPLIES	9,441	9,441	733.87	308.11	36.00	8,671.62	8.2%
62 OTHER SERVICES	562,079	562,079	82,105.95	14,331.78	46,908.32	433,064.37	23.0%
63 CAPITAL OUTLAY	9,840	9,840	.00	.00	.00	9,840.00	.0%
TOTAL LEGAL	1,546,294	1,546,294	475,951.00	86,239.12	46,944.32	1,023,398.81	33.8%
145 GENERAL ADMINISTRATION							
60 PERSONAL SERVICES	1,458,773	1,458,773	615,459.05	114,574.84	.00	843,313.95	42.2%
61 SUPPLIES	56,600	56,600	10,593.53	3,424.23	4,270.91	41,735.56	26.3%
62 OTHER SERVICES	588,441	697,124	306,362.26	148,499.47	9,655.99	381,105.45	45.3%
63 CAPITAL OUTLAY	10,000	10,000	10,000.00	.00	.00	.00	100.0%
TOTAL GENERAL ADMINISTRATION	2,113,814	2,222,497	942,414.84	266,498.54	13,926.90	1,266,154.96	43.0%
150 INFORMATION TECHNOLOGY							
60 PERSONAL SERVICES	886,969	886,969	344,110.56	61,754.02	.00	542,858.44	38.8%
61 SUPPLIES	26,400	26,400	9,028.58	353.00	733.39	16,638.03	37.0%
62 OTHER SERVICES	894,038	894,038	630,687.97	28,202.39	35,789.19	227,560.84	74.5%
63 CAPITAL OUTLAY	389,569	389,569	35,173.20	.00	9,020.00	345,375.80	11.3%
TOTAL INFORMATION TECHNOLOGY	2,196,976	2,196,976	1,019,000.31	90,309.41	45,542.58	1,132,433.11	48.5%
155 CIVIL SERVICE							

FOR 2020 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62 OTHER SERVICES	14,613	14,613	4,492.38	.00	.00	10,120.62	30.7%
TOTAL CIVIL SERVICE	14,613	14,613	4,492.38	.00	.00	10,120.62	30.7%
175 PUBLIC TRANSPORTATION							
62 OTHER SERVICES	371,943	371,943	201,443.00	.00	.00	170,500.00	54.2%
TOTAL PUBLIC TRANSPORTATION	371,943	371,943	201,443.00	.00	.00	170,500.00	54.2%
213 POLICE OPERATING							
60 PERSONAL SERVICES	14,417,511	14,417,511	5,613,805.60	1,038,365.67	.00	8,803,705.40	38.9%
61 SUPPLIES	1,414,000	1,425,294	554,125.30	84,734.51	116,845.06	754,323.89	47.1%
62 OTHER SERVICES	2,273,325	2,271,358	874,648.67	211,142.45	36,357.80	1,360,351.53	40.1%
63 CAPITAL OUTLAY	75,300	58,500	4,975.00	4,975.00	7,200.00	46,325.00	20.8%
TOTAL POLICE OPERATING	18,180,136	18,172,663	7,047,554.57	1,339,217.63	160,402.86	10,964,705.82	39.7%
214 POLICE GRANTS							
45 GRANTS FEDERAL	0	-99,150	-27,156.00	-27,156.00	.00	-71,994.00	27.4%
60 PERSONAL SERVICES	131,200	807,999	284,187.60	70,912.34	.00	523,811.62	35.2%
61 SUPPLIES	10,662	22,857	5,364.88	.00	5,265.00	12,226.75	46.5%
62 OTHER SERVICES	12,974	67,290	23,566.21	.00	.00	43,723.87	35.0%
63 CAPITAL OUTLAY	34,580	100,762	41,753.00	.00	.00	59,009.10	41.4%
TOTAL POLICE GRANTS	189,416	899,758	327,715.69	43,756.34	5,265.00	566,777.34	37.0%
290 FIRE							
60 PERSONAL SERVICES	11,374,999	11,374,999	4,515,249.31	798,679.20	808.13	6,858,941.56	39.7%
61 SUPPLIES	892,769	894,269	258,691.24	68,225.68	178,925.83	456,651.86	48.9%
62 OTHER SERVICES	589,116	589,116	183,541.42	32,840.52	28,534.67	377,039.91	36.0%
63 CAPITAL OUTLAY	428,151	428,151	65,169.89	24,984.00	18,245.00	344,736.27	19.5%
65 DEBT SERVICE	223,437	223,437	.00	.00	.00	223,437.00	.0%
TOTAL FIRE	13,508,472	13,509,972	5,022,651.86	924,729.40	226,513.63	8,260,806.60	38.9%

FOR 2020 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
311 STREETS AND DRAINAGE							
61 SUPPLIES	1,219,243	1,178,238	387,848.42	53,192.05	83,245.67	707,143.91	40.0%
62 OTHER SERVICES	3,791,446	3,797,358	1,483,602.85	18,693.15	2,093,018.62	220,736.82	94.2%
63 CAPITAL OUTLAY	741,711	793,171	75,610.22	.00	30,279.89	687,280.99	13.4%
64 CAPITAL PROJECTS	67,366	10,256	95.00	95.00	.00	10,161.00	.9%
65 DEBT SERVICE	-1,266	13,408	3,502.41	551.43	8,000.00	1,905.66	85.8%
TOTAL STREETS AND DRAINAGE	5,818,501	5,792,431	1,950,658.90	72,531.63	2,214,544.18	1,627,228.38	71.9%
313 PUBLIC WORKS ADMIN							
60 PERSONAL SERVICES	586,775	586,775	240,700.17	43,501.84	.00	346,074.83	41.0%
61 SUPPLIES	12,506	12,791	2,212.15	.00	393.36	10,185.49	20.4%
62 OTHER SERVICES	41,759	41,759	16,520.08	2,014.93	551.00	24,687.92	40.9%
64 CAPITAL PROJECTS	64,117	87,422	.00	.00	23,305.09	64,117.00	26.7%
TOTAL PUBLIC WORKS ADMIN	705,157	728,747	259,432.40	45,516.77	24,249.45	445,065.24	38.9%
315 TRAFFIC CONTROL AND SAFETY							
60 PERSONAL SERVICES	515,451	515,451	214,585.21	36,544.03	.00	300,865.79	41.6%
61 SUPPLIES	244,616	250,345	80,817.09	20,449.48	56,839.30	112,688.61	55.0%
62 OTHER SERVICES	27,492	33,992	6,237.84	275.02	6,500.00	21,254.16	37.5%
63 CAPITAL OUTLAY	6,867	81,858	51,011.00	.00	22,145.00	8,702.00	89.4%
64 CAPITAL PROJECTS	29,215	29,215	.00	.00	2,579.91	26,634.74	8.8%
TOTAL TRAFFIC CONTROL AND SAFETY	823,641	910,861	352,651.14	57,268.53	88,064.21	470,145.30	48.4%
325 ENGINEERING							
60 PERSONAL SERVICES	540,423	540,423	261,144.72	47,428.17	.00	279,278.28	48.3%
61 SUPPLIES	17,864	17,864	7,641.33	1,107.40	1,837.81	8,384.86	53.1%
62 OTHER SERVICES	1,927,867	1,944,237	1,126,785.99	160,334.80	28,265.59	789,185.72	59.4%
64 CAPITAL PROJECTS	30,000	30,000	172.99	.00	29,775.09	51.92	99.8%
TOTAL ENGINEERING	2,516,154	2,532,524	1,395,745.03	208,870.37	59,878.49	1,076,900.78	57.5%

FOR 2020 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
335 MAINTENANCE GARAGE							
60 PERSONAL SERVICES	533,564	533,564	226,312.10	43,324.93	.00	307,251.90	42.4%
61 SUPPLIES	58,932	56,632	11,706.14	2,744.83	4,133.12	40,792.74	28.0%
62 OTHER SERVICES	46,414	48,714	8,596.28	69.83	5,450.62	34,667.10	28.8%
63 CAPITAL OUTLAY	9,693	9,693	3,095.00	3,095.00	.00	6,598.00	31.9%
TOTAL MAINTENANCE GARAGE	648,603	648,603	249,709.52	49,234.59	9,583.74	389,309.74	40.0%
411 LEISURE SERVICES							
60 PERSONAL SERVICES	3,407,312	3,407,312	1,186,191.53	225,292.44	.00	2,221,120.47	34.8%
61 SUPPLIES	961,702	961,702	244,134.11	42,988.26	99,955.05	617,612.84	35.8%
62 OTHER SERVICES	1,981,565	1,981,565	788,044.21	116,384.91	313,448.69	880,072.10	55.6%
63 CAPITAL OUTLAY	141,399	122,363	3,903.56	983.96	.00	118,459.18	3.2%
65 DEBT SERVICE	123,499	142,536	59,172.19	14,605.76	41,142.08	42,221.42	70.4%
TOTAL LEISURE SERVICES	6,615,477	6,615,477	2,281,445.60	400,255.33	454,545.82	3,879,486.01	41.4%
415 BUILDING MAINTENANCE							
60 PERSONAL SERVICES	66,816	66,816	20,075.46	8,373.42	.00	46,740.54	30.0%
TOTAL BUILDING MAINTENANCE	66,816	66,816	20,075.46	8,373.42	.00	46,740.54	30.0%
425 SENIOR CITIZENS							
60 PERSONAL SERVICES	59	59	.00	.00	.00	59.00	.0%
TOTAL SENIOR CITIZENS	59	59	.00	.00	.00	59.00	.0%
430 BEAUTIFICATION							
60 PERSONAL SERVICES	757	757	1,307.32	.00	.00	-550.32	172.7%
TOTAL BEAUTIFICATION	757	757	1,307.32	.00	.00	-550.32	172.7%

FOR 2020 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
437 BAYOU VISTA GOLF COURSE							
61 SUPPLIES	3,249	3,249	.00	.00	.00	3,248.82	.0%
TOTAL BAYOU VISTA GOLF COURSE	3,249	3,249	.00	.00	.00	3,248.82	.0%
611 PLANNING AND ZONING							
60 PERSONAL SERVICES	1,561,496	1,561,496	658,630.40	116,999.48	.00	902,865.60	42.2%
61 SUPPLIES	44,940	44,940	7,169.58	1,212.52	1,029.92	36,740.50	18.2%
62 OTHER SERVICES	307,267	307,267	98,118.33	27,116.09	49,619.78	159,528.89	48.1%
TOTAL PLANNING AND ZONING	1,913,703	1,913,703	763,918.31	145,328.09	50,649.70	1,099,134.99	42.6%
614 PLANNING AND ZONING							
62 OTHER SERVICES	0	0	8.83	.00	.00	-8.83	100.0%
TOTAL PLANNING AND ZONING	0	0	8.83	.00	.00	-8.83	100.0%
621 ECONOMIC DEVELOPMENT							
60 PERSONAL SERVICES	231,749	231,749	91,833.37	16,500.13	.00	139,915.63	39.6%
61 SUPPLIES	16,000	16,000	1,789.48	25.41	6,726.42	7,484.10	53.2%
62 OTHER SERVICES	160,000	160,000	59,384.37	6,375.45	7,500.00	93,115.63	41.8%
63 CAPITAL OUTLAY	106,000	106,000	8,035.94	.00	.00	97,964.06	7.6%
TOTAL ECONOMIC DEVELOPMENT	513,749	513,749	161,043.16	22,900.99	14,226.42	338,479.42	34.1%
901 OPERATION TRANSFERS							
66 OPERATING TRANSFERS	452,000	432,000	.00	.00	.00	432,000.00	.0%
TOTAL OPERATION TRANSFERS	452,000	432,000	.00	.00	.00	432,000.00	.0%

FOR 2020 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL GENERAL FUND	1,033,402	1,301,725	-767,222.35	-4,478,108.47	3,450,010.67	-1,381,062.92	206.1%
TOTAL REVENUES	-60,946,884	-61,671,873	-24,710,900.07	-8,442,244.10	-1,075.00	-36,959,897.48	
TOTAL EXPENSES	61,980,285	62,973,598	23,943,677.72	3,964,135.63	3,451,085.67	35,578,834.56	
030 DISASTER RELIEF							
030 HURRICANE FUND							
45 GRANTS FEDERAL	4,024	4,024	.00	.00	.00	4,024.13	.0%
TOTAL HURRICANE FUND	4,024	4,024	.00	.00	.00	4,024.13	.0%
301 PUBLIC WORKS							
62 OTHER SERVICES	0	20,000	19,196.56	19,196.56	.00	803.44	96.0%
TOTAL PUBLIC WORKS	0	20,000	19,196.56	19,196.56	.00	803.44	96.0%
TOTAL DISASTER RELIEF	4,024	24,024	19,196.56	19,196.56	.00	4,827.57	79.9%
TOTAL REVENUES	4,024	4,024	.00	.00	.00	4,024.13	
TOTAL EXPENSES	0	20,000	19,196.56	19,196.56	.00	803.44	
100 CAPITAL PROJECTS							
100 CAPITAL PROJECTS							
45 GRANTS FEDERAL	-13,345,149	-13,876,488	-4,575,734.06	-45,657.23	.00	-9,300,753.61	33.0%
46 GRANTS STATE	-8,162,257	-4,162,257	-950,553.24	.00	.00	-3,211,703.26	22.8%
51 INTEREST EARNED	216,601	216,601	.00	.00	.00	216,600.78	.0%
56 MISC REVENUE	64,068	64,068	.00	.00	.00	64,067.76	.0%
TOTAL CAPITAL PROJECTS	-21,226,737	-17,758,076	-5,526,287.30	-45,657.23	.00	-12,231,788.33	31.1%
345 CAPITAL PROJECTS - CAP							

FOR 2020 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
62 OTHER SERVICES	98,275	98,275	.00	.00	.00	98,275.40	.0%
63 CAPITAL OUTLAY	1,305,573	1,354,799	106,009.73	17,717.26	1,108,134.63	140,654.29	89.6%
64 CAPITAL PROJECTS	22,814,321	33,918,832	20,983,307.03	3,050,025.23	123,981.13	12,811,543.35	62.2%
65 DEBT SERVICE	7	242,302	123,974.24	25,945.61	46,030.48	72,296.88	70.2%
TOTAL CAPITAL PROJECTS - CAP	24,218,176	35,614,207	21,213,291.00	3,093,688.10	1,278,146.24	13,122,769.92	63.2%
346 MDOT GRANT - FEDERAL AID ROADS							
45 GRANTS FEDERAL	0	-210,278	.00	.00	.00	-210,278.00	.0%
62 OTHER SERVICES	17,083	17,083	.00	.00	17,083.42	.00	100.0%
63 CAPITAL OUTLAY	0	210,278	.00	.00	.00	210,278.00	.0%
64 CAPITAL PROJECTS	5,617,407	5,629,797	492,463.08	135,961.10	1,754,503.56	3,382,829.93	39.9%
TOTAL MDOT GRANT - FEDERAL AID RO	5,634,491	5,646,880	492,463.08	135,961.10	1,771,586.98	3,382,829.93	40.1%
348 Natural Resource Grant							
64 CAPITAL PROJECTS	350,298	420,228	59,838.75	.00	4,522.24	355,867.22	15.3%
TOTAL Natural Resource Grant	350,298	420,228	59,838.75	.00	4,522.24	355,867.22	15.3%
357 2012 BOND ISSUE - ROAD IMP							
62 OTHER SERVICES	4,235	4,235	.00	.00	4,235.46	.00	100.0%
64 CAPITAL PROJECTS	599,522	599,522	193,152.23	124,221.00	286,478.85	119,890.50	80.0%
TOTAL 2012 BOND ISSUE - ROAD IMP	603,757	603,757	193,152.23	124,221.00	290,714.31	119,890.50	80.1%
358 DRAINAGE/EQUIP 2014 BOND $6M							
62 OTHER SERVICES	3,501	4,881	3,500.31	.00	.00	1,380.73	71.7%
64 CAPITAL PROJECTS	624,168	624,168	1,380.00	1,380.00	71,303.16	551,485.04	11.6%
TOTAL DRAINAGE/EQUIP 2014 BOND $6	627,669	629,049	4,880.31	1,380.00	71,303.16	552,865.77	12.1%
359 CITYWIDE 2014 BOND $10M							

FOR 2020 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
64 CAPITAL PROJECTS	71,609	93,507	.00	.00	25,219.00	68,288.08	27.0%
TOTAL CITYWIDE 2014 BOND $10M	71,609	93,507	.00	.00	25,219.00	68,288.08	27.0%
440 CAPITAL PROJECT-LEISURE/HARBOR							
64 CAPITAL PROJECTS	3,345	3,345	-458.37	.00	2,281.20	1,521.89	54.5%
TOTAL CAPITAL PROJECT-LEISURE/HAR	3,345	3,345	-458.37	.00	2,281.20	1,521.89	54.5%
441 LS CAPITAL PRJ - GRANT FUNDED							
64 CAPITAL PROJECTS	13,377	13,377	-1,833.46	.00	9,124.80	6,085.71	54.5%
TOTAL LS CAPITAL PRJ - GRANT FUND	13,377	13,377	-1,833.46	.00	9,124.80	6,085.71	54.5%
TOTAL CAPITAL PROJECTS	10,295,985	25,266,275	16,435,046.24	3,309,592.97	3,452,897.93	5,378,330.69	78.7%
TOTAL REVENUES	-21,226,737	-17,968,354	-5,526,287.30	-45,657.23	.00	-12,442,066.33	
TOTAL EXPENSES	31,522,722	43,234,628	21,961,333.54	3,355,250.20	3,452,897.93	17,820,397.02	
200 COMMUNITY DEVELOPMENT							
200 COMMUNITY DEVEL. BLOCK GRANT							
45 GRANTS FEDERAL	-15,242,532	-15,242,532	-1,743,619.11	.00	.00	-13,498,913.04	11.4%
51 INTEREST EARNED	-400	-400	-557.01	-2.04	.00	157.01	139.3%
TOTAL COMMUNITY DEVEL. BLOCK GRAN	-15,242,932	-15,242,932	-1,744,176.12	-2.04	.00	-13,498,756.03	11.4%
511 COMMUNITY DEVELOPMENT							
60 PERSONAL SERVICES	285,229	285,229	45,468.27	7,906.04	.00	239,760.87	15.9%
61 SUPPLIES	4,179	4,179	311.65	.00	.00	3,866.97	7.5%
62 OTHER SERVICES	289,370	289,370	44,040.23	15,075.01	.00	245,330.21	15.2%
63 CAPITAL OUTLAY	3,000	3,000	.00	.00	.00	3,000.00	.0%

FOR 2020 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
64 CAPITAL PROJECTS	229,386	229,386	.00	.00	67,100.00	162,286.14	29.3%
TOTAL COMMUNITY DEVELOPMENT	811,164	811,164	89,820.15	22,981.05	67,100.00	654,244.19	19.3%
515 HOME CONSORTIUM-GULFPORT							
60 PERSONAL SERVICES	-21,046	-21,046	60,070.60	10,878.34	.00	-81,116.52	-285.4%
61 SUPPLIES	5,355	5,355	79.95	41.47	84.76	5,190.41	3.1%
62 OTHER SERVICES	11,769	11,769	1,433.95	273.69	.00	10,334.73	12.2%
85 HOME CONSORTIUM	839,115	839,115	.00	.00	.00	839,114.52	.0%
TOTAL HOME CONSORTIUM-GULFPORT	835,192	835,192	61,584.50	11,193.50	84.76	773,523.14	7.4%
535 HOME CONSORTIUM-HARRISON CO							
85 HOME CONSORTIUM	1,636,055	1,636,055	.00	.00	.00	1,636,055.10	.0%
TOTAL HOME CONSORTIUM-HARRISON CO	1,636,055	1,636,055	.00	.00	.00	1,636,055.10	.0%
542 MDA GRANT - CDBG SUPPLEMENT							
62 OTHER SERVICES	668,308	668,308	.00	.00	.00	668,307.75	.0%
64 CAPITAL PROJECTS	6,323,882	6,323,882	537,155.09	107,379.66	511,832.67	5,274,894.34	16.6%
TOTAL MDA GRANT - CDBG SUPPLEMENT	6,992,190	6,992,190	537,155.09	107,379.66	511,832.67	5,943,202.09	15.0%
TOTAL COMMUNITY DEVELOPMENT	-4,968,330	-4,968,330	-1,055,616.38	141,552.17	579,017.43	-4,491,731.51	9.6%
TOTAL REVENUES	-15,242,932	-15,242,932	-1,744,176.12	-2.04	.00	-13,498,756.03	
TOTAL EXPENSES	10,274,602	10,274,602	688,559.74	141,554.21	579,017.43	9,007,024.52	
210 POLICE AND FIRE RETIREMENT							
210 POLICE AND FIRE RETIREMENT							
40 PROPERTY TAXES	-1,007,079	-1,007,079	-456,847.85	-298,717.91	.00	-550,231.15	45.4%

FOR 2020 05

210 POLICE AND FIRE RETIREMENT	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
49 INTERGOVERNMENTAL	-34,000	-34,000	.00	.00	.00	-34,000.00	.0%
TOTAL POLICE AND FIRE RETIREMENT	-1,041,079	-1,041,079	-456,847.85	-298,717.91	.00	-584,231.15	43.9%
211 POLICE AND FIRE RETIREMENT							
62 OTHER SERVICES	1,041,077	1,041,077	456,847.85	298,717.91	.00	584,229.15	43.9%
TOTAL POLICE AND FIRE RETIREMENT	1,041,077	1,041,077	456,847.85	298,717.91	.00	584,229.15	43.9%
TOTAL POLICE AND FIRE RETIREMENT	-2	-2	.00	.00	.00	-2.00	.0%
TOTAL REVENUES	-1,041,079	-1,041,079	-456,847.85	-298,717.91	.00	-584,231.15	
TOTAL EXPENSES	1,041,077	1,041,077	456,847.85	298,717.91	.00	584,229.15	
275 POLICE FORFEITURE & SEIZURE							
275 POLICE FORFEITURE & SEIZURE							
49 INTERGOVERNMENTAL	0	-21,407	-61,708.85	-50,091.59	.00	40,301.52	288.3%
51 INTEREST EARNED	0	0	-2,410.33	-546.30	.00	2,410.33	100.0%
TOTAL POLICE FORFEITURE & SEIZURE	0	-21,407	-64,119.18	-50,637.89	.00	42,711.85	299.5%
276 FORFEITURES AND SEIZURES FED							
61 SUPPLIES	28,267	28,267	164.72	.00	205.33	27,897.17	1.3%
62 OTHER SERVICES	18,456	18,456	.00	.00	.00	18,456.00	.0%
63 CAPITAL OUTLAY	85,226	94,721	.00	.00	85,226.45	9,494.36	90.0%
TOTAL FORFEITURES AND SEIZURES FE	131,950	141,444	164.72	.00	85,431.78	55,847.53	60.5%
277 FORFEITURES AND SEIZURES COUNT							
61 SUPPLIES	23,470	24,238	569.00	.00	73.00	23,596.29	2.6%
63 CAPITAL OUTLAY	52,230	63,375	4,948.14	4,948.14	40,098.55	18,328.40	71.1%
TOTAL FORFEITURES AND SEIZURES CO	75,700	87,613	5,517.14	4,948.14	40,171.55	41,924.69	52.1%

FOR 2020 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL POLICE FORFEITURE & SEIZURE	207,650	207,650	-58,437.32	-45,689.75	125,603.33	140,484.07	32.3%
TOTAL REVENUES	0	-21,407	-64,119.18	-50,637.89	.00	42,711.85	
TOTAL EXPENSES	207,650	229,057	5,681.86	4,948.14	125,603.33	97,772.22	
285 COASTAL NARCOTICS TASK FORCE							
285 COASTAL NARCOTICS TASK FORCE							
49 INTERGOVERNMENTAL	0	-2,748	-308.75	-103.92	.00	-2,439.49	11.2%
51 INTEREST EARNED	0	0	-1,006.34	-190.09	.00	1,006.34	100.0%
TOTAL COASTAL NARCOTICS TASK FORC	0	-2,748	-1,315.09	-294.01	.00	-1,433.15	47.9%
286 POLICE NARCOTICS TASK FORCE							
61 SUPPLIES	74,067	78,741	4,579.75	2,963.00	.00	74,160.75	5.8%
63 CAPITAL OUTLAY	2,940	5,688	.00	.00	.00	5,687.88	.0%
TOTAL POLICE NARCOTICS TASK FORCE	77,006	84,428	4,579.75	2,963.00	.00	79,848.63	5.4%
TOTAL COASTAL NARCOTICS TASK FORC	77,006	81,680	3,264.66	2,668.99	.00	78,415.48	4.0%
TOTAL REVENUES	0	-2,748	-1,315.09	-294.01	.00	-1,433.15	
TOTAL EXPENSES	77,006	84,428	4,579.75	2,963.00	.00	79,848.63	
300 MUNICIPAL DEBT SERVICE							
300 MUNICIPAL DEBT SERVICE							
40 PROPERTY TAXES	-5,100,882	-5,100,882	-2,042,004.01	-1,333,301.90	.00	-3,058,877.99	40.0%
49 INTERGOVERNMENTAL	-140,345	-140,345	.00	.00	.00	-140,345.00	.0%
51 INTEREST EARNED	-426,020	-426,020	.00	.00	.00	-426,020.00	.0%
57 OPERATING TRANSFERS	-1,636,417	-1,636,417	.00	.00	.00	-1,636,417.00	.0%
TOTAL MUNICIPAL DEBT SERVICE	-7,303,664	-7,303,664	-2,042,004.01	-1,333,301.90	.00	-5,261,659.99	28.0%
701 DEBT SERVICE							

FOR 2020 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
65 DEBT SERVICE	6,911,381	6,613,180	3,643,398.02	.00	.00	2,969,782.38	55.1%
TOTAL DEBT SERVICE	6,911,381	6,613,180	3,643,398.02	.00	.00	2,969,782.38	55.1%
TOTAL MUNICIPAL DEBT SERVICE	-392,283	-690,484	1,601,394.01	-1,333,301.90	.00	-2,291,877.61	-231.9%
TOTAL REVENUES	-7,303,664	-7,303,664	-2,042,004.01	-1,333,301.90	.00	-5,261,659.99	
TOTAL EXPENSES	6,911,381	6,613,180	3,643,398.02	.00	.00	2,969,782.38	
400 WATER/SEWER UTILITY FUND							
400 WATER/SEWER UTILITY FUND							
48 FINES AND FORFEITS	-82	-82	-26.31	.00	.00	-55.69	32.1%
50 CHARGES FOR SERVICE	-33,275,380	-33,275,340	-12,655,842.59	-3,431,683.14	.00	-20,619,497.41	38.0%
51 INTEREST EARNED	-75,760	-75,760	-35,065.67	-4,968.91	.00	-40,694.33	46.3%
56 MISC REVENUE	-1,797,173	-1,797,857	-616,515.19	-117,571.35	.00	-1,181,341.41	34.3%
TOTAL WATER/SEWER UTILITY FUND	-35,148,395	-35,149,039	-13,307,449.76	-3,554,223.40	.00	-21,841,588.84	37.9%
811 UTILITY BILLING							
60 PERSONAL SERVICES	977,686	977,686	427,982.99	60,526.26	.00	549,703.01	43.8%
61 SUPPLIES	65,500	65,500	11,508.73	3,991.83	1,070.29	52,920.98	19.2%
62 OTHER SERVICES	1,996,088	1,861,110	488,915.55	6,810.79	2,719.85	1,369,474.97	26.4%
TOTAL UTILITY BILLING	3,039,274	2,904,296	928,407.27	71,328.88	3,790.14	1,972,098.96	32.1%
815 WATER OPERATIONS							
61 SUPPLIES	1,949,650	1,833,420	395,153.38	67,674.28	415,135.53	1,023,130.69	44.2%
62 OTHER SERVICES	2,916,403	3,147,363	1,605,032.32	48,289.34	107,078.85	1,435,251.83	54.4%
63 CAPITAL OUTLAY	594,678	1,018,165	2,480.00	.00	.00	1,015,685.00	.2%
TOTAL WATER OPERATIONS	5,460,731	5,998,948	2,002,665.70	115,963.62	522,214.38	3,474,067.52	42.1%
825 SEWER OPERATIONS							

FOR 2020 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
60 PERSONAL SERVICES	0	136,417	26,498.48	4,452.22	.00	109,918.52	19.4%
61 SUPPLIES	962,620	966,370	317,752.43	11,384.88	93,447.38	555,170.19	42.6%
62 OTHER SERVICES	3,379,708	3,467,733	1,213,986.27	65,321.00	1,979,579.63	274,167.10	92.1%
63 CAPITAL OUTLAY	199,022	348,466	39,021.46	6,797.03	94,202.00	215,242.04	38.2%
65 DEBT SERVICE	0	9,700	381,119.72	379,359.00	.00	-371,420.22	3929.3%
TOTAL SEWER OPERATIONS	4,541,350	4,928,685	1,978,378.36	467,314.13	2,167,229.01	783,077.63	84.1%
835 DEBT SERVICE WATER AND SEWER							
65 DEBT SERVICE	0	7,233,489	2,399,405.29	171,774.32	.00	4,834,083.71	33.2%
TOTAL DEBT SERVICE WATER AND SEWE	0	7,233,489	2,399,405.29	171,774.32	.00	4,834,083.71	33.2%
845 HCWWSWMD							
62 OTHER SERVICES	11,838,163	11,838,163	5,628,297.22	2,251,563.14	3,736,336.75	2,473,529.03	79.1%
TOTAL HCWWSWMD	11,838,163	11,838,163	5,628,297.22	2,251,563.14	3,736,336.75	2,473,529.03	79.1%
849 WATER AND SEWER PROJECTS							
62 OTHER SERVICES	25,029	13,567	.00	.00	2,874.37	10,692.83	21.2%
63 CAPITAL OUTLAY	473,762	1,573,762	1,405,485.46	.00	3,415.04	164,861.50	89.5%
64 CAPITAL PROJECTS	2,988,400	2,813,661	636,329.79	32,744.76	1,348,433.57	828,897.84	70.5%
65 DEBT SERVICE	49,980	49,980	20,825.05	.00	.00	29,154.97	41.7%
TOTAL WATER AND SEWER PROJECTS	3,537,171	4,450,970	2,062,640.30	32,744.76	1,354,722.98	1,033,607.14	76.8%
856 WATER/SEWER 2014 BOND $14 M							
62 OTHER SERVICES	139,489	139,489	69,063.75	21,785.50	70,425.38	.00	100.0%
63 CAPITAL OUTLAY	16,921	-283	.00	.00	.00	-282.69	.0%
64 CAPITAL PROJECTS	805,695	831,403	762,194.53	96,194.00	191,849.07	-122,640.32	114.8%
TOTAL WATER/SEWER 2014 BOND $14 M	962,106	970,610	831,258.28	117,979.50	262,274.45	-122,923.01	112.7%

FOR 2020 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL WATER/SEWER UTILITY FUND	-5,769,601	3,176,123	2,523,602.66	-325,555.05	8,046,567.71	-7,394,047.86	332.8%
TOTAL REVENUES	-35,148,395	-35,149,039	-13,307,449.76	-3,554,223.40	.00	-21,841,588.84	
TOTAL EXPENSES	29,378,794	38,325,161	15,831,052.42	3,228,668.35	8,046,567.71	14,447,540.98	
420 JOSEPH T JONES							
420 JOSEPH T JONES							
45 GRANTS FEDERAL	-42,945	-42,945	.00	.00	.00	-42,945.32	.0%
50 CHARGES FOR SERVICE	-843,000	-843,000	-291,752.71	-51,766.06	.00	-551,247.29	34.6%
51 INTEREST EARNED	0	0	-1,955.26	-200.46	.00	1,955.26	100.0%
56 MISC REVENUE	-726,024	-730,797	-828,092.34	.00	.00	97,295.05	113.3%
TOTAL JOSEPH T JONES	-1,611,969	-1,616,743	-1,121,800.31	-51,966.52	.00	-494,942.30	69.4%
445 JOSEPH T JONES							
60 PERSONAL SERVICES	315,041	553,999	366,674.99	23,197.74	.00	187,323.68	66.2%
61 SUPPLIES	460,000	464,773	150,394.89	9,650.57	55,474.62	258,903.92	44.3%
62 OTHER SERVICES	1,667,178	1,428,220	1,091,046.65	99,202.28	101,606.21	235,567.57	83.5%
63 CAPITAL OUTLAY	0	1,918	1,917.60	.00	.00	.00	100.0%
TOTAL JOSEPH T JONES	2,442,219	2,448,910	1,610,034.13	132,050.59	157,080.83	681,795.17	72.2%
TOTAL JOSEPH T JONES	830,250	832,168	488,233.82	80,084.07	157,080.83	186,852.87	77.5%
TOTAL REVENUES	-1,611,969	-1,616,743	-1,121,800.31	-51,966.52	.00	-494,942.30	
TOTAL EXPENSES	2,442,219	2,448,910	1,610,034.13	132,050.59	157,080.83	681,795.17	
500 GROUP HEALTH AND LIFE							
500 GROUP HEALTH AND LIFE							
50 CHARGES FOR SERVICE	-5,645,765	-5,645,765	-1,821,477.83	-13,544.68	.00	-3,824,287.17	32.3%
51 INTEREST EARNED	-1,272	-1,272	-4,059.22	-670.37	.00	2,787.22	319.1%
56 MISC REVENUE	-223,728	-223,728	-34,426.25	-6,250.72	.00	-189,301.75	15.4%
TOTAL GROUP HEALTH AND LIFE	-5,870,765	-5,870,765	-1,859,963.30	-20,465.77	.00	-4,010,801.70	31.7%

FOR 2020 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
911 GROUP HEALTH AND LIFE							
62 OTHER SERVICES	5,939,455	5,939,455	2,284,847.80	27,833.09	.00	3,654,607.20	38.5%
TOTAL GROUP HEALTH AND LIFE	5,939,455	5,939,455	2,284,847.80	27,833.09	.00	3,654,607.20	38.5%
TOTAL GROUP HEALTH AND LIFE	68,690	68,690	424,884.50	7,367.32	.00	-356,194.50	618.6%
TOTAL REVENUES	-5,870,765	-5,870,765	-1,859,963.30	-20,465.77	.00	-4,010,801.70	
TOTAL EXPENSES	5,939,455	5,939,455	2,284,847.80	27,833.09	.00	3,654,607.20	
510 CLAIMS CONTINGENCY							
510 CLAIMS CONTINGENCY							
50 CHARGES FOR SERVICE	-2,212,727	-2,212,727	-602,079.25	.00	.00	-1,610,647.75	27.2%
51 INTEREST EARNED	-254,299	-254,299	-33,796.25	-6,613.19	.00	-220,502.75	13.3%
56 MISC REVENUE	-2,974	-2,974	-95,479.93	.00	.00	92,505.93	3210.5%
TOTAL CLAIMS CONTINGENCY	-2,470,000	-2,470,000	-731,355.43	-6,613.19	.00	-1,738,644.57	29.6%
915 CLAIMS CONTINGENCY							
62 OTHER SERVICES	2,685,000	2,685,000	279,229.33	5,638.00	3,453.89	2,402,316.78	10.5%
TOTAL CLAIMS CONTINGENCY	2,685,000	2,685,000	279,229.33	5,638.00	3,453.89	2,402,316.78	10.5%
TOTAL CLAIMS CONTINGENCY	215,000	215,000	-452,126.10	-975.19	3,453.89	663,672.21	-208.7%
TOTAL REVENUES	-2,470,000	-2,470,000	-731,355.43	-6,613.19	.00	-1,738,644.57	
TOTAL EXPENSES	2,685,000	2,685,000	279,229.33	5,638.00	3,453.89	2,402,316.78	
630 POLICE ASSET FORFEITURE FUND							
630 POLICE ASSET FORFEITURE FUND							
51 INTEREST EARNED	0	0	-2,115.53	-351.08	.00	2,115.53	100.0%
TOTAL POLICE ASSET FORFEITURE FUN	0	0	-2,115.53	-351.08	.00	2,115.53	100.0%

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630 POLICE ASSET FORFEITURE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL POLICE ASSET FORFEITURE FUN	0	0	-2,115.53	-351.08	.00	2,115.53	100.0%
TOTAL REVENUES	0	0	-2,115.53	-351.08	.00	2,115.53	
GRAND TOTAL	1,601,791	25,514,519	19,160,104.77	-2,623,519.36	15,814,631.79	-9,460,217.98	137.1%

** END OF REPORT - Generated by Travis Hart **

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
010 GENERAL FUND							
00100 BAYOU VISTA GOLF CLUBHOUSE AN	0	18,483	.00	.00	.00	18,483.31	.0%
00116 Stanton Circle	30,000	30,000	.00	.00	.00	30,000.00	.0%
00203 MOHS-FIRE $41K FY 18 M17HS202	3,932	3,881	3,881.25	.00	.00	.00	100.0%
00206 MOHS Grant 18HS202T	9,456	9,456	8,169.86	2,884.40	787.50	498.34	94.7%
00207 MHOS GRANT 18HS202T	99,643	99,643	59,854.44	18,424.33	22,171.24	17,616.87	82.3%
01007 SPORTSPLEX FF & E	1,399	1,399	983.96	983.96	.00	415.48	70.3%
01040 2019 Water Res, Transport, Ec	0	24,370	15,000.00	.00	9,370.00	.00	100.0%
02426 Pavement Management Plan	0	20,000	.00	.00	.00	20,000.00	.0%
02503 THREE RIVRS RD/CREOSOTE RD WD	0	0	.00	.00	.00	.00	.0%
02507 WAYFINDING PROJECT	8,149	8,149	.00	.00	.00	8,148.68	.0%
02509 SIDEWALK STUDY CREOSOTE RD SO	30,000	30,000	172.99	.00	29,775.09	51.92	99.8%
02796 COURTHOUSE RD IMP/WIDENING	0	18,040	.00	.00	.00	18,040.29	.0%
02823 Seaway Road Pedestrian Pathwa	22,120	22,120	.00	.00	22,120.31	.00	100.0%
02913 ADA COMPLIANCE PROJECTS	2,586	2,586	.00	.00	2,579.91	5.74	99.8%
02918 MILL RD DRAINAGE PROJECT	0	95	95.00	95.00	.00	.00	100.0%
02921 FLAT BRANCH/QUBBIE CREEK PROJ	10,000	10,000	.00	.00	.00	10,000.00	.0%
05849 BRICKYARD BAYOU DRAINAGE	0	5,000	5,000.00	.00	.00	.00	100.0%
12761 NRCS Community Road EWS	0	93,240	19,946.25	.00	.00	73,293.75	21.4%
14510 BP OIL LEAK - 2010	0	675,966	.00	.00	.00	675,966.00	.0%
29017 WALMART COMMUNITY GRANT	0	1,500	.00	.00	180.00	1,320.00	12.0%
31104 WASHINGTON AVE PAVING 17	0	0	420.44	.00	.00	-420.44	100.0%
31105 53RD AVE PAVING 17	66,810	66,810	.00	.00	.00	66,810.00	.0%
31113 Flat Branch Panel Replace @ D	97,249	92,454	60,747.05	.00	.00	31,706.53	65.7%
31114 Driftwood Nursing Home	2,760	2,665	.00	.00	.00	2,664.83	.0%
41130 GASTON POINT	0	0	22,044.03	2,718.97	.00	-22,044.03	100.0%
41131 19TH ST COMMUNITY CENTER	0	0	8,316.27	2,597.04	.00	-8,316.27	100.0%
41133 HERBERT WILSON	0	0	9,709.25	2,390.66	.00	-9,709.25	100.0%
41134 GASTON HEWES	0	0	9,490.24	2,164.75	.00	-9,490.24	100.0%
41135 GRASSLAWN	0	0	3,762.24	801.30	.00	-3,762.24	100.0%
41136 SPORTSPLEX	0	0	165,493.72	32,531.93	.00	-165,493.72	100.0%
41137 BAYOU VIEW BALLFIELDS	0	0	5,108.10	.00	.00	-5,108.10	100.0%
41138 GOLDIN SPORTSPLEX	0	0	23,264.17	3,362.55	.00	-23,264.17	100.0%
41139 LYMAN COMMUNITY CENTER	0	0	18,092.04	1,781.60	.00	-18,092.04	100.0%
41140 ORANGE GROVE COMMUNITY CENTER	0	0	30,921.82	3,816.94	.00	-30,921.82	100.0%
41142 HANDSBORO COMMUNITY CENTER	0	0	15,984.42	2,572.70	.00	-15,984.42	100.0%
41143 WESTSIDE COMMUNITY CENTER	0	0	25,046.04	4,861.56	.00	-25,046.04	100.0%
41144 FITNESS CENTER	0	0	34,760.15	5,145.29	.00	-34,760.15	100.0%
41145 KATIE BOOTH	0	0	2,567.86	259.05	.00	-2,567.86	100.0%
41300 VIEW THE CRUISE	0	0	3,893.86	.00	.00	-3,893.86	100.0%
41301 BOO BASH	0	19,740	19,861.73	.00	.00	-122.21	100.6%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
41302 SUGARPLUM SATURDAY CHRISTMAS	0	13,993	5,078.63	.00	.00	8,914.37	36.3%
41303 DADDY DAUGHTER DANCE	0	23,436	14,058.26	14,058.26	600.00	8,777.72	62.5%
41304 SENIOR MARDI GRAS MAMBO	0	8,500	6,791.88	2,379.95	375.10	1,333.02	84.3%
41306 EASTER EGG HUNT - SPORTSPLEX	0	23,000	6,389.25	726.28	2,510.19	14,100.56	38.7%
41307 BACK TO SCHOOL HTH & WELLNESS	0	5,000	.00	.00	.00	5,000.00	.0%
62101 34TH AVENUE GARDEN	0	8,000	.00	.00	5,896.50	2,103.50	73.7%
81106 LEASE PURCHASE-STREET SWEEPER	-1,266	5,408	3,502.41	551.43	.00	1,905.66	64.8%
81107 Pothole Patch Truck	0	62,000	.00	.00	26,639.20	35,360.80	43.0%
90299 AIRPORT AUTHORITY DIVISION	0	618,132	228,370.79	59,464.73	.00	389,760.99	36.9%
90419 COPS IN SCHOOL-CITY	0	0	270.55	.00	.00	-270.55	100.0%
95311 DUI ENFORCEMENT GRANT AWARD	54,831	54,831	16,230.36	11,237.44	.00	38,600.42	29.6%
95377 BULLET PROOF VEST PROGRAM	0	7,300	.00	.00	.00	7,300.08	.0%
95417 WIRELESS COMMUNICATION - DATA	0	16,348	16,347.90	.00	.00	.00	100.0%
95431 HIDTA 2016	0	0	.00	.00	.00	.25	.0%
95439 HIDTA 2017	10,500	10,500	.00	.00	.00	10,500.00	.0%
95440 2017 BULLETPROOF VEST PROGRAM	4,562	4,562	4,447.78	.00	.00	114.08	97.5%
95441 JAG 2017	10,308	10,308	6,565.33	.00	.00	3,742.95	63.7%
95442 Police Traffic Services FY 20	8,939	8,939	8,168.16	.00	.00	770.74	91.4%
95443 Alcohol DUI Enforcement FY 20	30,536	97,598	24,687.84	.00	.00	72,909.80	25.3%
95444 JAG 2018 - 2019	2,584	2,584	2,583.96	.00	.00	.00	100.0%
95445 HOMELAND SECURITY GRANT	0	27,156	27,156.00	.00	.00	.00	100.0%
95446 HIDTA FY18	0	0	210.17	210.17	.00	-210.17	100.0%
95447 2018 BULLET PROOF VEST PROGRA	6,000	6,000	817.22	.00	5,085.00	97.78	98.4%
95448 HIDTA 19	38,075	38,075	11,895.63	.00	.00	26,179.37	31.2%
95449 Police Traffic Services Grant	23,082	23,082	7,120.00	.00	.00	15,961.60	30.8%
95450 JAG Program Grant 2019-DJ-BX-	0	71,994	.00	.00	.00	71,994.00	.0%
95620 VAWA GRANT 2018-2019	18,430	18,430	.00	.00	.00	18,429.76	.0%
95621 VOCA GRANT 2018 - 2019	16,692	16,692	.00	.00	.00	16,691.69	.0%
95622 VAWA Grant FY19-20	51,295	51,295	3,000.00	.00	.00	48,294.67	5.8%
95623 VOCA FY19-20	34,923	34,923	16,794.37	3,365.33	13,333.32	4,795.32	86.3%
TOTAL GENERAL FUND	693,592	2,523,680	983,073.67	179,385.62	141,423.36	1,399,183.29	44.6%
030 DISASTER RELIEF							
18003 DEBRIS REMOVAL - HURRICANE KA	0	20,000	19,196.56	19,196.56	.00	803.44	96.0%
TOTAL DISASTER RELIEF	0	20,000	19,196.56	19,196.56	.00	803.44	96.0%
100 CAPITAL PROJECTS							

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100	CAPITAL PROJECTS	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
00101	Splash Pad North of Dedeaux R	125,000	125,000	.00	.00	.00	125,000.00	.0%
00106	Dedeaux Rd Widening Phase II	531,048	531,048	.00	.00	336,367.06	194,680.61	63.3%
00108	34TH ST BOX CULVERT	303	303	.00	.00	.00	302.75	.0%
00109	SHIP ISLAND FERRY TERMINAL	16,722	16,722	-2,291.83	.00	11,406.00	7,607.60	54.5%
00111	19th St Paving (49th to 42nd)	80	0	.00	.00	.00	.00	.0%
01008	Downtown Gulfport Train Depot	0	238,800	.00	.00	.00	238,800.00	.0%
02119	Quad Gates at Hwy 49 & CSX Ra	0	120,000	.00	.00	.00	120,000.00	.0%
02386	JONES PARK \ HARBOR IMP '07	804,932	304,932	.00	.00	.00	304,931.98	.0%
02393	28TH STREET WIDENING(TEA 21)2	278,339	349,171	153,196.79	122,972.10	.00	195,974.45	43.9%
02405	DEDEAUX ROAD WIDENING PHASE 2	93,512	93,512	.00	.00	.00	93,512.47	.0%
02426	Pavement Management Plan	0	80,000	.00	.00	.00	80,000.00	.0%
02444	JONES PARK LIGHTING AND INFRA	0	0	.00	.00	.00	.00	.0%
02506	AIRPORT RD WDNG/WASH AVE-4 RN	556,015	153,100	2,850.00	380.00	2,995.75	147,254.25	3.8%
02507	WAYFINDING PROJECT	484	0	.00	.00	.00	.00	.0%
02508	ORANGE GROVE ROOF	96,643	46,643	5,998.68	.00	.00	40,644.20	12.9%
02509	SIDEWALK STUDY CREOSOTE RD SO	119,792	119,792	691.98	.00	119,100.32	.00	100.0%
02748	HAR CO DIST 4 PAVING PROJ/LIS	16,740	16,740	.00	.00	.00	16,740.00	.0%
02765	JONES PARK IMP-BARKSDALE DONA	2,158	2,158	.00	.00	2,157.50	.11	100.0%
02770	JONES PARK IMP-LEO SEAL DONAT	0	0	.00	.00	.00	.00	.0%
02796	COURTHOUSE RD IMP/WIDENING	333,740	1,005,931	444,284.64	.00	317,737.87	243,908.62	75.8%
02804	LANDON RD WIDENING	3,506,564	3,256,564	4,812.00	.00	.00	3,251,752.00	.1%
02813	Tidelands - Kayak Launch	275,000	275,000	19,500.00	.00	13,000.00	242,500.00	11.8%
02817	TIDELANDS 15-COURTHOUSE RD BO	60,622	60,622	.00	.00	.00	60,621.57	.0%
02818	SEASONAL LIGHT SHOW	26,783	526,783	502,676.50	-612.15	.00	24,106.25	95.4%
02819	AQUARIUM	12,428,603	27,143,002	20,087,730.55	3,000,000.00	.00	7,055,271.45	74.0%
02820	TIDELANDS 16-IMPROV JONES YAC	31,023	31,023	28,571.04	.00	1,740.00	711.72	97.7%
02822	20TH AVE MATCH	605,535	605,535	.00	.00	582,773.90	22,761.38	96.2%
02823	Seaway Road Pedestrian Pathwa	1,197,039	1,197,039	345,175.62	169,951.38	851,824.24	38.85	100.0%
02824	Tidelands-FY17 Yacht Basin	327,689	327,689	30,064.19	.00	50,300.00	247,324.31	24.5%
02826	Tidelands-FY17 Bulkhead Repai	22,500	22,500	.00	.00	.00	22,500.00	.0%
02829	GOMESA	7,996,847	3,996,847	.00	.00	-1,535.25	3,998,382.00	.0%
02918	MILL RD DRAINAGE PROJECT	40,000	40,000	.00	.00	.00	40,000.00	.0%
02919	53RD AVE BOX CULVERT PROJECT	35,000	35,000	.00	.00	.00	35,000.00	.0%
02921	FLAT BRANCH/QUBBIE CREEK PROJ	453,646	453,646	.00	.00	5,313.95	448,331.65	1.2%
02930	SOCCER FIELDS	-1,056	0	.00	.00	.00	.02	.0%
02935	BAYOU VIEW ADA IMPROVEMENTS	27,300	47,300	.00	.00	.00	47,299.74	.0%
02940	SOFTBALL FIELD EXPANSION SPOR	7,861	187,611	97,912.44	20,733.25	48,188.40	41,509.95	77.9%
05849	BRICKYARD BAYOU DRAINAGE	3,501	3,501	3,500.31	.00	.00	.73	100.0%
05850	COFFEE CREEK DRAINAGE/RECREAT	0	1,380	1,380.00	1,380.00	.00	.00	100.0%
05851	MDA HWY 49 AND 18TH ST DRAINA	5,000	5,000	.00	.00	3,393.56	1,606.44	67.9%
12761	NRCS Community Road EWS	0	69,930	59,838.75	.00	.00	10,091.25	85.6%
25000	School Zone Traffic Safety	0	210,278	.00	.00	.00	210,278.00	.0%
29008	LEASE PURCHASE OF 5 FIRE TRUC	1,305,573	1,305,573	81,557.52	13,592.92	1,108,134.63	115,881.14	91.1%
29027	BRICKYARD BAYOU PARK BIKE TRA	1,193	1,193	243.15	.00	.00	950.00	20.4%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
31109 FAIRFIELD III CORRECTIONS	65,000	65,000	.00	.00	.00	65,000.00	.0%
31113 Flat Branch Panel Replace @ D	15,426	15,426	9,751.20	.00	.00	5,674.74	63.2%
41147 PLAYGROUND MODULES	4	62,548	26,061.80	5,212.36	.00	36,486.52	41.7%
81106 LEASE PURCHASE-STREET SWEEPER	0	49,225	24,452.21	4,124.34	.00	24,773.15	49.7%
82600 East Chipwd Drng Coll/Retrt V	33,570	33,570	33,376.00	17,516.00	.00	194.00	99.4%
82620 Soria City Sidewalk Repair/Dr	30,000	0	.00	.00	.00	.00	.0%
82640 Ward 1 EmpwDist Sidwlk/Crb/Gt	45,000	0	.00	.00	.00	.00	.0%
82660 Baker St Flooding Repair	1,993	1,993	.00	.00	.00	1,993.12	.0%
TOTAL CAPITAL PROJECTS	31,522,722	43,234,628	21,961,333.54	3,355,250.20	3,452,897.93	17,820,397.02	58.8%
200 COMMUNITY DEVELOPMENT							
05020 ADMINISTRATION 2005	0	0	1.11	.00	.00	-1.11	100.0%
05433 EMERGENCY HOUSING REPAIR 2014	6,017	6,017	.00	.00	.00	6,017.48	.0%
05600 ADMIN 2016	110,653	110,653	43,513.27	7,906.04	.00	67,139.38	39.3%
05751 ADMIN-CDBG ENTITLEMENT 2017	83,047	83,047	876.14	.00	.00	82,170.79	1.1%
05752 CATHOLIC SOCIAL SERVICES 2017	5,695	5,695	.00	.00	.00	5,695.44	.0%
05753 DE L'EPEE DEAF CENTER 2017	2,278	2,278	.00	.00	.00	2,277.84	.0%
05757 GULF COAST CENTER FOR NONVIOL	15,000	15,000	15,000.00	15,000.00	.00	.00	100.0%
05803 MDA Streetscape Improvements	1,081,922	1,081,922	432,078.18	107,379.66	460,044.96	189,798.73	82.5%
05849 BRICKYARD BAYOU DRAINAGE	1,559,378	1,559,378	103,926.16	.00	.00	1,455,451.55	6.7%
05850 COFFEE CREEK DRAINAGE/RECREAT	202,693	202,693	.00	.00	.00	202,692.81	.0%
05851 MDA HWY 49 AND 18TH ST DRAINA	1,262,894	1,262,894	1,150.75	.00	51,787.71	1,209,956.00	4.2%
05876 CDBG 2018	137,130	137,130	1,916.52	75.01	.00	135,213.48	1.4%
05877 CATHOLIC SOCIAL SERVICES 2018	15,000	15,000	13,513.11	.00	.00	1,486.89	90.1%
05878 de L'Epee Deaf Center 2018	15,000	15,000	15,000.00	.00	.00	.00	100.0%
05879 Gulf Coast Center for Non Vio	15,000	15,000	.00	.00	.00	15,000.00	.0%
05880 Gulf Coast Community Ministri	15,000	15,000	.00	.00	.00	15,000.00	.0%
05881 Katie Booth Improvements	100,000	100,000	.00	.00	67,100.00	32,900.00	67.1%
05883 CDBG 2018	108,369	108,369	.00	.00	.00	108,369.00	.0%
05995 HOUSING REHABILITATION	50,000	50,000	.00	.00	.00	50,000.00	.0%
70000 DPA Recaptured Funds	28,464	28,464	.00	.00	.00	28,464.44	.0%
74410 CHDO-GCHI-2014	40,000	40,000	.00	.00	.00	40,000.00	.0%
74412 CHDO - GCHI - 2017	35,320	35,320	.00	.00	.00	35,320.08	.0%
74500 HOME ADMIN 10-14 AVAIL	-132,303	-132,303	59,318.95	10,862.34	.00	-191,621.56	-44.8%
75100 ADMIN HOME 2015	-268	-268	160.65	.00	.00	-428.46	-60.0%
76320 HARRISON CTY-HOME-DPA 2016	86,293	86,293	.00	.00	.00	86,293.10	.0%
77100 HOME ADMINISTRATION 2017	28,672	28,672	101.48	.00	84.76	28,486.02	.6%
77320 HOME-DPA HARRISON CNTY 2017	79,612	79,612	.00	.00	.00	79,612.00	.0%
78100 HOME ADMINISTRATION 2018	47,270	47,270	337.95	12.95	.00	46,932.09	.7%
78120 GULFPORT - HOME - DPA 2018	232,479	232,479	.00	.00	.00	232,479.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
78320 HARRISON COUNTY HOME DPA 2018	125,181	125,181	.00	.00	.00	125,181.00	.0%
78400 CHDO - GCHI - 2018	71,532	71,532	.00	.00	.00	71,532.00	.0%
TOTAL COMMUNITY DEVELOPMENT	5,427,330	5,427,330	686,894.27	141,236.00	579,017.43	4,161,417.99	23.3%
400 WATER/SEWER UTILITY FUND							
00107 GRAHAM STREET CAVE-IN	1	0	.00	.00	.00	.00	.0%
00115 LAURELWOOD	131,982	131,982	77,561.50	.00	43,751.00	10,669.00	91.9%
00117 N Wastewater Trmt Plant Expan	30,000	30,000	.00	.00	30,000.00	.00	100.0%
00120 Sweetwater Trail L/S Lining	2,400	0	.00	.00	.00	.00	.0%
00121 CANAL ROAD RUBBISH PROPERTY	3,023	0	.00	.00	.00	.00	.0%
01009 Bayou Oaks and Carl Leggett P	1,057	191	.00	.00	.00	190.90	.0%
02922 PW EQUIPMENT	16,921	-283	.00	.00	.00	-282.69	.0%
02940 SOFTBALL FIELD EXPANSION SPOR	-8,019	0	.00	.00	.00	.00	.0%
20190 2019 W/S PROJECTS	100,689	16,167	.00	.00	.00	16,166.50	.0%
31112 ROBINSON ROAD PAVING	3,345	0	.00	.00	.00	.00	.0%
31115 FELTON ROAD (3 RVRS TO N END)	0	0	.00	.00	.00	.00	.0%
31116 5TH AVE (5TH ST TO 14335 MAIL	1	0	.00	.00	.00	.00	.0%
31117 5TH ST (OLD HWY 49 TO W DEAD	1	0	.00	.00	.00	.00	.0%
31118 CHRUCH ST (OLD HWY 49 TO 5TH	0	0	.00	.00	.00	.00	.0%
31133 3RD ST (ROBERTS - GULF AVE)	1,492	1,492	.00	.00	.00	1,492.31	.0%
31141 GOULD RD (LORRAINE RD-PINE ST	54,850	54,850	.00	.00	54,850.00	.00	100.0%
31143 PHIFER LANE (OLD 49-W DEAD EN	1,505	0	.00	.00	.00	.00	.0%
31144 MARIE RD (3 RVRS TO N DEAD EN	19,250	19,250	.00	.00	16,250.00	3,000.00	84.4%
31145 ANDY RD (O'NEAL RD-N DEAD END	55,920	55,920	.00	.00	55,920.00	.00	100.0%
31146 HATTEN LN (S SWAN TO CTY/CNTY	22,815	22,815	.00	.00	22,815.00	.00	100.0%
31147 S SWAN RD (HATTEN LN-COUNTRY	20,745	20,745	.00	.00	20,745.00	.00	100.0%
31148 COUNTRY WOOD DR (S SWAN-S COU	14,820	14,820	.00	.00	14,820.00	.00	100.0%
31149 COUNTRY WOOD PH2	10,554	10,554	.00	.00	10,554.00	.00	100.0%
81103 PURCHASE OF 4 CREW TRUCKS	178	0	.00	.00	.00	.00	.0%
81105 VAC-CON TRUCK LEASE PURCHASE	0	81,564	420,141.18	386,156.03	.00	-338,577.18	515.1%
81519 WATER TANK MAINTENANCE PROGRA	0	700,000	.00	.00	.00	700,000.00	.0%
81523 WATER METER REPLACEMENT	473,762	1,573,762	1,405,485.46	.00	3,415.04	164,861.50	89.5%
82562 SEAWAY ISLAND WATER MAIN CONN	24,535	10,961	.00	.00	10,961.00	.00	100.0%
82565 BAYOU VIEW TANK REPLACEMENT	1,136,915	1,184,985	541,154.85	21,785.50	642,965.52	865.08	99.9%
82571 PUMP STATION REHABILITATION	24,850	24,850	.00	.00	.00	24,850.00	.0%
82572 BENEFIELD SEWER REPLACEMENT	77,521	0	.00	.00	.00	.00	.0%
82579 SAUCIER LN/BEAULAH CHURCH RD	39,676	39,676	643.00	.00	.00	39,032.90	1.6%
82580 HWY 49/OR GR/SSWAN/3 RVRS	9,237	9,237	.00	.00	.00	9,237.23	.0%
82581 FORREST HEIGHTS SEWER SYSTEM	9,345	0	.00	.00	.00	.00	.0%
82582 LAURELWOOD,SULLIVAN,DUCKWRTH	30,792	30,792	.00	.00	.00	30,791.80	.0%

THROUGH FEBRUARY 29, 2020

FOR 2020 05

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
82583 THREE RVRS FR ONEAL TO DCKWRT	335,848	515,370	17,532.00	.00	451,403.37	46,434.47	91.0%
82584 THREE RIVERS RD/MAYS RD SEWER	798,235	598,235	510,319.97	32,744.76	31,590.00	56,325.40	90.6%
82585 VEH MOUNTED CAMERA TRUCK I &	49,980	49,980	20,825.05	.00	.00	29,154.97	41.7%
82587 THREE RIVERS & CLIFFORD SEWER	531,811	531,811	320,376.75	96,194.00	206,957.50	4,476.76	99.2%
TOTAL WATER/SEWER UTILITY FUND	4,026,036	5,729,726	3,314,039.76	536,880.29	1,616,997.43	798,688.95	86.1%
420 JOSEPH T JONES							
02818 SEASONAL LIGHT SHOW	362,799	1,256,689	1,145,188.10	84,230.98	97,337.18	14,163.82	98.9%
02825 Jones Park	0	0	8,368.15	.00	1,056.50	-9,424.65	100.0%
05140 HEALTH HEROES	0	1,918	1,917.60	.00	.00	.00	100.0%
45510 EASTER EGG HUNT-JONES PARK	0	17,000	902.49	424.50	2,525.99	13,571.52	20.2%
45511 CINEMA BY THE SHORE	0	21,023	2,978.98	.00	7,773.98	10,270.47	51.1%
45512 SOUNDS BY THE SEA	0	10,000	.00	.00	1,198.00	8,802.00	12.0%
45513 SENIOR SUMMER BBQ	0	10,000	282.93	.00	1,864.00	7,853.07	21.5%
TOTAL JOSEPH T JONES	362,799	1,316,630	1,159,638.25	84,655.48	111,755.65	45,236.23	96.6%
GRAND TOTAL	42,032,480	58,251,995	28,124,176.05	4,316,604.15	5,902,091.80	24,225,726.92	58.4%

** END OF REPORT - Generated by Travis Hart **

Memorandum – City of Gulfport

To: Margaret Murdock, Legal

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

From: Robert K. Riemann, P.E. RKR

Date: 3/3/2020

Re: **Recommendation to Accept North Swan Place – Water and Sewer Improvements for the Start of the Warranty Period**

On August 28, 2019, Engineering and Public Works conducted a final inspection of the referenced subdivision (Water and Sewer Only). Deficiencies were noted and have since been corrected. This subdivision is located outside of the City Limits; however, it is located within the City's franchise area for water and sewer service.

A warranty bond in the amount of $6,500.00 is required for the period of one (1) year to cover the improvements.

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

We recommend acceptance of the water and sewer improvements in the subdivision and the start of the one year warranty period based on the above conditions.
If you have any questions or concerns, please feel free to contact me.

Please place this item on the March 17, 2020 council agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments:
1. Final Inspection Report
2. Map

DEPARTMENT OF ENGINEERING

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

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	North Swan Place Subdivision
TYPE OF INSPECTION:	Final Inspection
DATE:	August 28, 2019
PERSONS PRESENT:	Tyler Gentry, Department of Engineering Aaron James, Department of Engineering Brian Jones, Department of Public Works David Sanzin, Department of Public Works Freddie Fountain, Heinrich and Associates

CHECKLIST ITEMS

STREETS & DRAINAGE:

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

WATER & SEWER:

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

3. Are sewer cleanouts installed & with no broken/missing parts? ☒.Yes ☐.No ☐.N/A

4. Are all manholes installed in accordance with city standards? ☒.Yes ☐.No ☐.N/A

TRAFFIC & SAFETY:

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

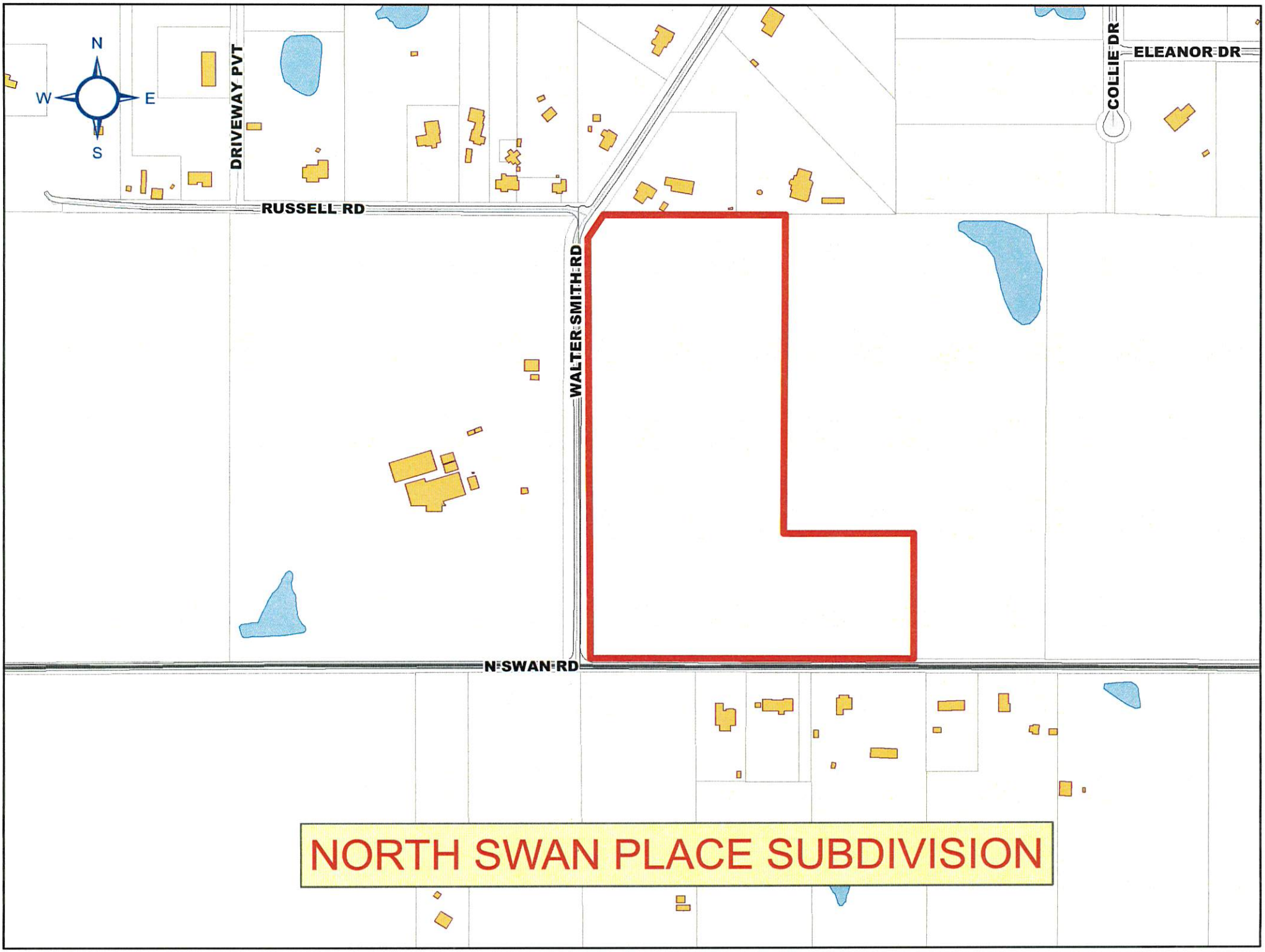
2. Are traffic control signs correct & in place? ☐.Yes ☐.No ☒.N/A

PUNCHLIST ITEMS

1. **Remove debris from all SMH COMPLETE**
2. **Grout SMH #1, #2, and SMH at STA (0+50) COMPLETE**
3. **Raise and change lid SMH #2 COMPLETE**
4. **Install clean out caps COMPLETE**
5. **Fix first step at SMH #4 COMPLETE**

Signed: _____ Title: Staff Engineer

Date: 3/2/2020


N
W
E
S
DRIVEWAY PVT
RUSSELL RD
WALTER SMITH RD
N SWAN RD
COLLIE DR
ELEANOR DR
NORTH SWAN PLACE SUBDIVISION

ACTING FROM STRENGTH AND POSITIONING FOR THE FUTURE

A Narrative for The University of Southern Mississippi's Role in the Mississippi Gulf Coast's New Blue Economy

SeaAhead

SeaAhead, Inc.
Mark Huang, Michael Joroff, Anthony Townsend

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This study was prepared under contract with the, Mississippi Defense Initiative – Phase II, with financial support from the Office of Economic Adjustment, Department of Defense. The content reflects the views of the Mississippi Defense Initiative and does not necessarily reflect the views of the Office of Economic Adjustment.

Industrial
Plankton

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Executive Summary: A Solid Foundation for Growth

SeaAhead, Inc. was tasked in August of 2019 to come to the Mississippi Gulf Coast to assist in the creation of a narrative for a new blue economy cluster, highlighting Gulfport's role. We met with a wide range of stakeholders in Jackson, Harrison and Hancock counties which revealed a deep diversity of ocean enterprises and science and technology assets that are engaged in shipbuilding, submersible vehicles, ocean sensors, tourism, fisheries, aquaculture, cargo shipping, military readiness and homeland security. These existing blue economy capabilities provide a solid base for the future.

The blue economy along the Gulf Coast is changing fast and there is a strong willingness in the community to collaborate and build on the region's blue economy. University and government research, technology, infrastructure and innovation positions the Gulf Coast to pursue the growth sectors of the global blue economy. A true Mississippi Gulf Coast blue economy cluster is emerging as stakeholders develop organizational networks and facilities that catalyze convergence between traditionally siloed industry sub-sectors and disciplines to make the whole greater than its parts. By working and investing together on numerous initiatives, some of which are underway and others that are suggested in this report, the region is emerging as the next global blue economy cluster which will create resilient jobs for people with both technical skills and graduate level education.

Purpose: Securing the Future

Many of the enterprises along the coast are already taking action to secure their future. We see the highest value growth coming from action to converge siloed sub-industry sectors and disciplinary skills to innovate around significant, future opportunities. We identified 6 examples whereby enterprises with different competencies can work together to create products and services of global significance. These relate to: unmanned maritime systems; ocean plastics; precision maritime aquaculture; ocean and coastal data and analytics; smart ports; and sea-space systems.

Paths for Action: Three example opportunity paths that build on the Gulfcoast's competitive advantages:

Path 1: Research Concentrated on Convergence Opportunities

Applied research aims to solve specific practical problems that are directly relevant to business and policy. Given its small size, the Gulf Coast would benefit from a highly-focused innovation strategy focusing on the types of convergence opportunities just mentioned, where applied research is not yet dominated by any other region.

Path 2: The Blue Economy Lab Bench for Prototyping and Testing

The Gulf Coast can become the nation's blue economy center for prototyping and testing across domains (land/sea, inshore/offshore, surface/underwater, air/space, sea/space). This "living laboratory" platform will stimulate research investment from corporates, governments and venture backed startups who need testing capability, makers space and access to potential customers.

Path 3: Outsourced Services for the Blue Economy Supply Chain

The Mississippi Gulf Coast has an immediate opportunity to exploit its domestic US location, low cost basis and base of talent with strong technical skills and marine experience to rapidly expand its share of the growing market for blue economy-related technical services. These include, but are not limited to: short-run production of high-value added products, as well as outsourced services including testing, verification, compliance, genetic sequencing and synthesis.

The Gulfport Blue Economy Innovation District as the Nexus of the Coast's Blue Economy

The downtowns of many American cities, particularly when linked to a university committed to innovation and economic development, lead the nation in attracting skilled talent and in creating social networks that support innovation. It is toward this end that the City of Gulfport, partnering with The University of Southern Mississippi (USM) and the business community, created a Blue Economy Innovation District (BEID). The BEID encompasses the heart of downtown and its northern fringe, the port, the area around the new aquarium and USM's Gulf Coast campus in Long Beach.

The BEID will be a nexus for the Coast's blue economy expansion through investment from, and collaborative action with, established companies and startups. This zone will provide a platform for aggregating blue economy activity as enterprises and talent connect to and feed off each other in unpredictable but highly valuable ways. Repurposed and new places within the district will accelerate professional networking, learning and innovation.

The breadth and vitality of the blue economy along Mississippi's Gulf Coast is established and growing. The BEID in Gulfport will be its global beacon to recruit companies and talent.

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Overview—Gulf Coast Blue Economy Cluster

The purpose of this report is to present a narrative for the new blue economy cluster on Mississippi Gulf Coast highlighting Gulfport's role.

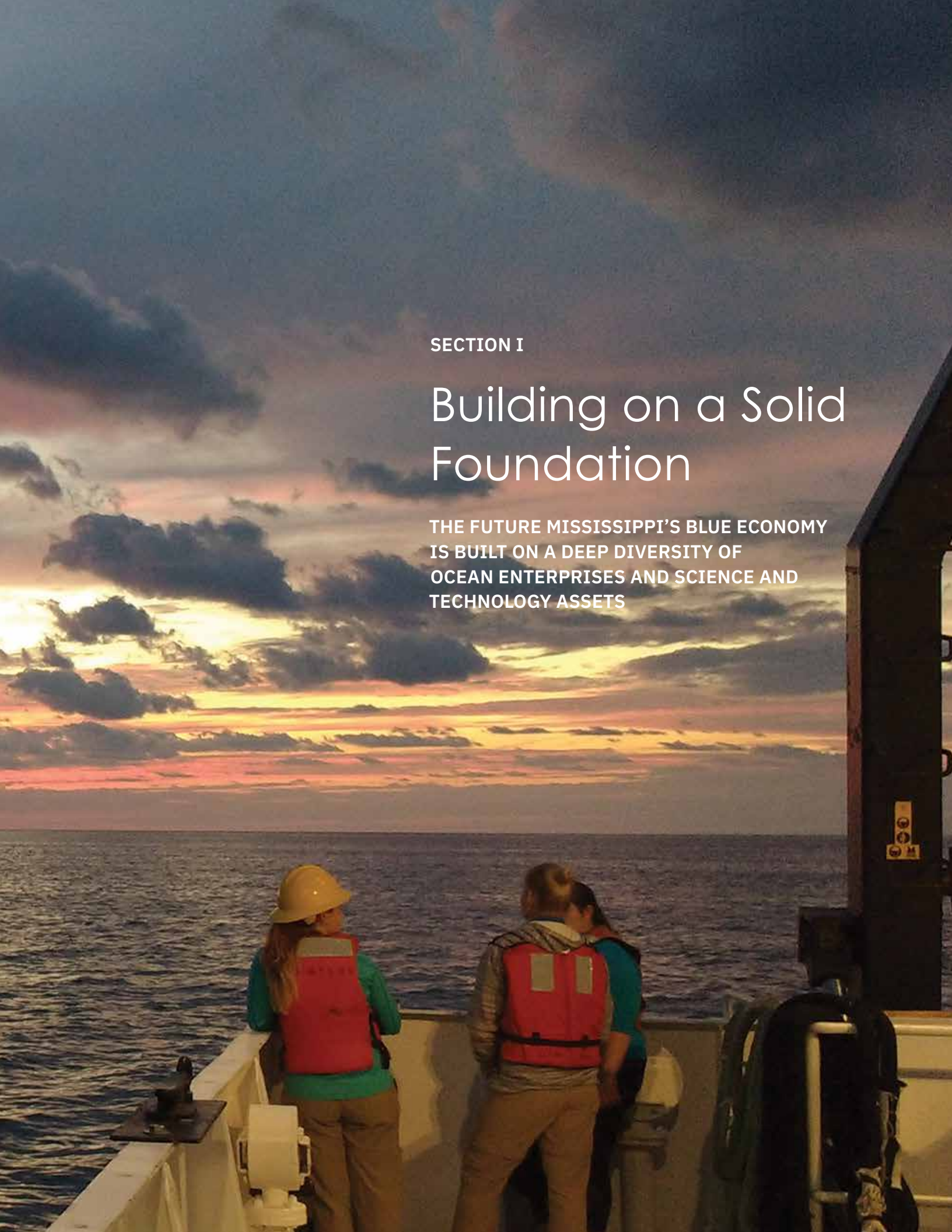
The blue economy—"the sum of all economic activity having to do with oceans, seas, harbors, ports and coastal zones"—represents one of the greatest near term opportunities for the State of Mississippi and the Gulf Coast. The region has a diversified collection of companies, communities, universities and US Government agencies and research expertise that use, develop and study the ocean. This collection of physical and human assets is well on its way to becoming an integrated cluster.

The blue economy is changing fast with technology and innovation enabling or driving much of this growth. The Mississippi Gulf Coast is changing too and is well positioned to ride this wave and take its place in a new, global blue economy that exploits scientific and engineering knowledge. Regional corporate, government and academic leaders recognize the future vitality of the cluster rests on the ability of enterprises and investors to cross existing organizational, geographic and disciplinary bounds to create value for the region that is greater than the sum of individual benefits.

The City of Gulfport, centrally located along the coast, plays a special role as an expanding focal point in the region. It hosts an array of blue economy activities ranging from cargo handling and military logistics at a 21st century port to education and tourism programs at the nation's newest aquarium. Within this spread are programs and facilities supporting early stage innovation and prototyping including laboratories focused on ocean sensors, submersible vehicles and resilient aquaculture; lifelong learning programs enabling the workforce; research investigating critical challenges facing the ocean; and testing facilities for multinational companies and US Government agencies.

The emerging Blue Economy Innovation District (BEID) ties all of these assets and activities together. The BEID is bordered to the west by USM's Gulf Park Campus, to the south by two advanced engineering centers at the port and to the north by a growing business district. The BEID serves as the Coast's nexus for acceleration of innovative ideas, citizen engagement with the ocean, professional education, early stage industry engagement with the Coast, and professional networking. The BEID amplifies the value of work that goes on there, acting as a new catalyst for the Gulf Coast's vitality in the blue economy.

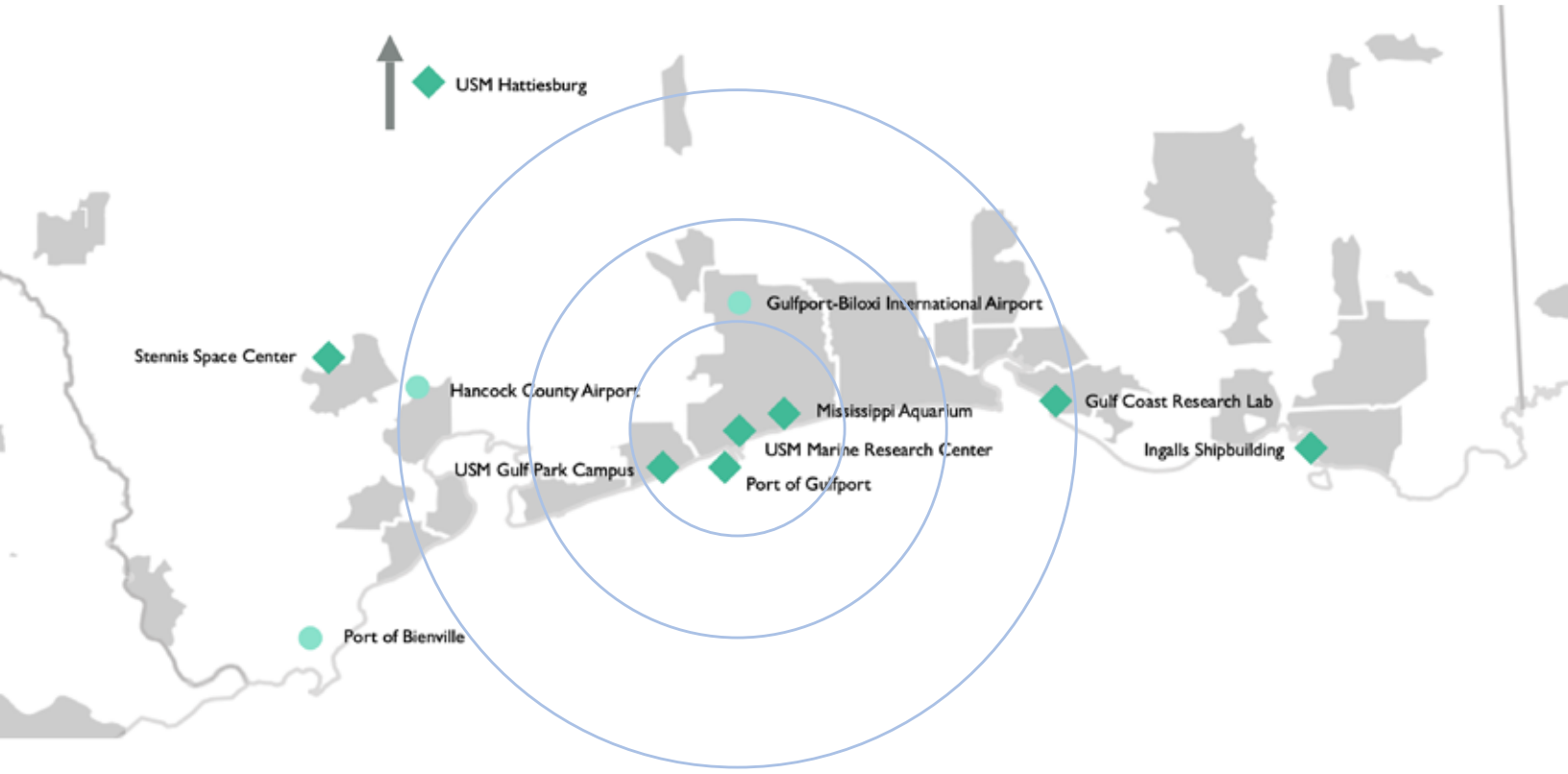
R/V Point Sur



SECTION I

Building on a Solid Foundation

THE FUTURE MISSISSIPPI'S BLUE ECONOMY IS BUILT ON A DEEP DIVERSITY OF OCEAN ENTERPRISES AND SCIENCE AND TECHNOLOGY ASSETS



Building on a Solid Foundation Across the Entire Coast

Mississippi's Gulf Coast hosts one of the nation's most diversified aggregations of commercial, institutional and government ventures that employ science and technology to develop and exploit the resources of the ocean to benefit society and industry. As much as one-third of the employment along the Mississippi Gulf Coast is in ocean-related industries such as shipbuilding, submersible vehicles and ocean sensors, tourism, fisheries, aquaculture, cargo shipping, military readiness and homeland security fall into this category[1]. The economic opportunity of this blue economy is clearly recognized within the State. The Gulf Coast's new blue economy is poised to create jobs at all skill levels.

1 A comprehensive description of blue economy programs and facilities on the Gulf Coast can be found in USM's "Mississippi Blue Economy: An Analysis of Mississippi Maritime Commerce" - www.usm.edu/sites/default/files/groups/trent-lott-national-center/pdf/mississippis_blue_economy.pdf; and Governor Bryant's Ocean Task Force's "Charting the Future of Mississippi's Ocean Technology Economy" - https://www.mset.org › Governor-Bryants-Ocean-Task-Force_Official-Copy

Industrial, engineering, and research capabilities that support the blue economy are distributed across the entire coast with sample representation:

- Ports of Gulfport, Pascagoula and Bienville;
- New Mississippi Aquarium;
- The University of Southern Mississippi's (USM) Marine Research Center and new Ocean Enterprise Center in Gulfport;
- Ingalls shipyard in Pascagoula;
- Thad Cochran Marine Aquaculture Center in Ocean Springs;
- USM Gulf Coast's campus in Long Beach; and
- USM's R/V Point Sur ocean research vessel soon to be followed by the new R/V Gilbert R. Mason. Both vessels are homeported at Gulfport.

Shipbuilding

Submersible Vehicles & Ocean Sensors

Tourism

Fisheries

Aquaculture

Cargo Shipping

Military Readiness & Homeland Security

Federal research organizations relevant to the blue economy also have a major presence along the Mississippi Gulf Coast. The 2018 CENOTE Act now promotes more interagency cooperation around Unmanned Systems:

- Multiple NOAA units including the National Data Buoy Center located in Hancock County;
- The US Navy through their Meteorological Center and the Naval Research Lab at Stennis Space Center; and
- NASA's space systems testing facilities at Stennis Space Center.

Although physically separated from the Coast, several institutions are also deeply connected to the coast's new blue economy including:

- the main USM campus in Hattiesburg, including the Mississippi Polymer Institute which has a focus on ocean plastics and the School of Ocean Science and Technology;
- US Army Corps of Engineers Engineer Research and Development Center at Vicksburg; and
- Research universities from across the state which are represented by the Mississippi Research Consortium which can contribute additional capabilities to the Gulf Coast region's blue economy.

Gulf Coast Diversity Provides Resilience

The Mississippi Gulf Coast's blue economy is resilient and builds on a broad set of achievements, current capabilities and planned or expected investments. This resilience is rooted in the region's history, culture and significant investment in infrastructure. It is the foundation for the creation of a new blue economy cluster that better connects to the global economy while providing future economic opportunities for the Gulf Coast. The geographic distribution of activities across the coast adds to this resilience, with government and business parties in each jurisdiction—all with civic pride and interest in local economic development to support growth.

Finally, the region's resilience is forged by its experience with significant adversity. The Gulf Coast community has overcome numerous man-made and natural disasters in the last 15 years. The coordinated, massive response to these crises has woven a web of layered, collaborating organizations including the Gulf Coast Business Council, Gulf Coast Community Foundation, and private sector institutions like Mississippi Power, Hancock Whitney Bank and Kessler Federal Credit Union, which are all actively involved in supporting the region's growth.

POTENTIAL ACTION

Celebrate What the Gulf Coast Already Has

Create a global marketing strategy supported by planned events. For example, a focus on wild caught Gulf shrimp and fish as healthy/local/sustainable seafood benchmarking the brand equity that has been created for Norwegian salmon and Maine lobster.

Mississippi's *New* Blue Economy Opportunity

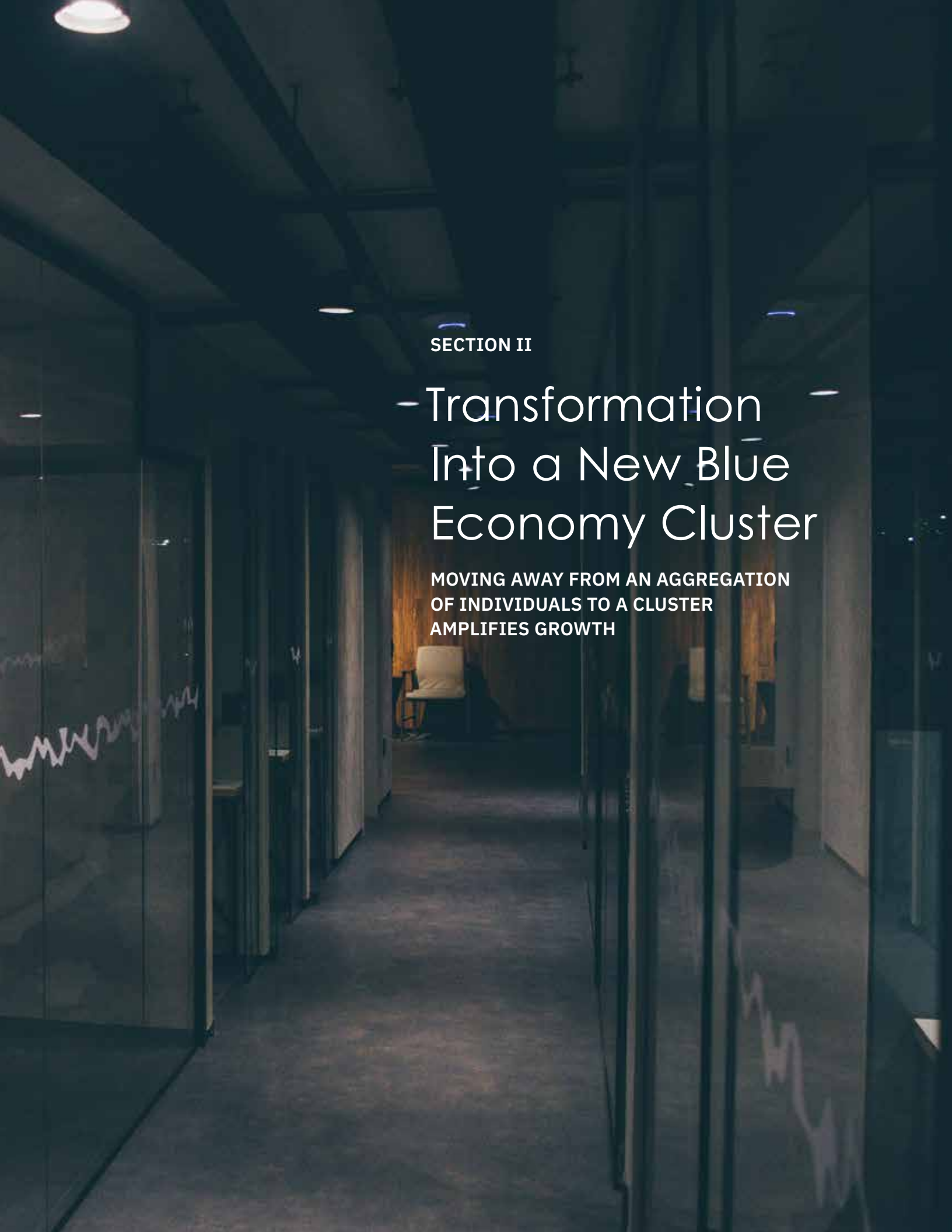
A new set of ocean industries—the *new* blue economy—is taking shape, driven by global demand and powered by technology.

The Organization for Economic Cooperation and Development forecasts the global ocean economy will grow from $1.5 trillion in 2010 to $3 trillion by 2030. Ocean faring, ocean-related industries and sea-related defense and security are all entering a period of disruption and market growth driven by technology, new products and demands for more sustainable use of the ocean.[1]

Humanity's demand on the world's oceans is increasingly driven by both population growth and higher rates of individual consumption for its natural bounty. There is also greater use of the ocean as the medium for trade in the global economy and increased extraction for energy and minerals. These forces are both transforming old ways of doing business in ocean-related sectors and giving birth to entirely new ones. This trend is perhaps best demonstrated by the emergence of ocean related innovation hubs in coastal cities around the world. These hubs are a result of regional collective action seeking to capture the opportunity for their respective communities.

1 OECD, Ocean Economy in 2030. https://read.oecd-ilibrary.org/economics/the-ocean-economy-in-2030_9789264251724-en#page1

Caption: Map of new bluetech clusters



SECTION II

Transformation Into a New Blue Economy Cluster

MOVING AWAY FROM AN AGGREGATION OF INDIVIDUALS TO A CLUSTER AMPLIFIES GROWTH

Transformation Into A Blue Economy Cluster

The Mississippi Gulf Coast's blue economy is evolving from a collection of individual enterprises to a cluster—a geographic concentration of interconnected businesses, suppliers, and associated institutions in a particular field. Clusters amplify growth by generating and sustaining an ecosystem that:

I. Creates knowledge through research and invention, such as the Marine Research Center's work on Unmanned Systems

II. Disseminates that information through education and information exchange with industry and government such as the Oceans in Actions conference organized by the local chapter of the Marine Technology Society

III. Uses new knowledge to create products and services of economic and societal value such as the services to industry provided by the Thad Cochran Marine Aquaculture Center

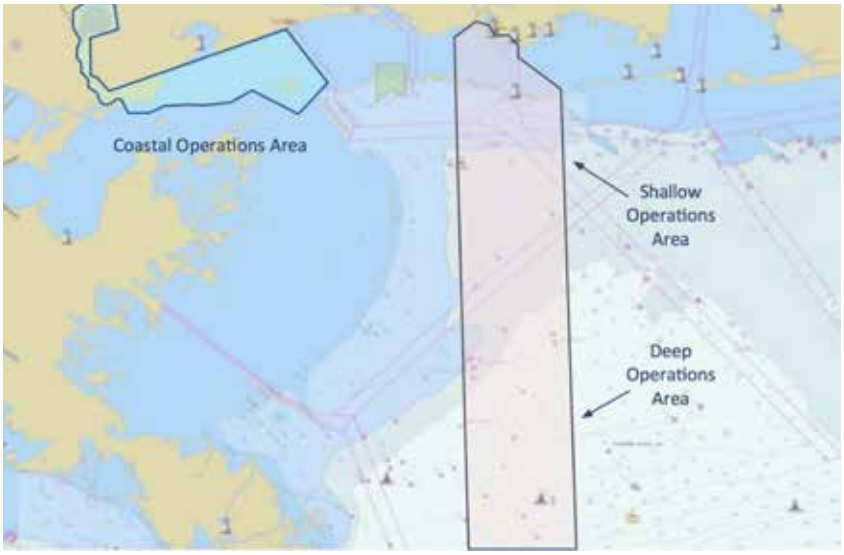
Within a cluster, collaboration and co-invention are easier to achieve because enterprises appreciate their position in a connected, sector specific value chain. Viability is enhanced by working with others to create value that is greater than the sum of individual efforts. This increases productivity and the potential for transformative innovation. The Mississippi Gulf Coast's new blue economy is already demonstrating its ability to form these connections.

Dispersed Efforts Are Linking Up

All across the Mississippi Gulf Coast, people and organizations in different disciplines, sectors and locations are coming together to jointly address shared challenges and opportunities in the blue economy. This is demonstrated through Gulfport's USM Marine Research Center. The center was built for submersible vehicle testing and is now also open to support the study and testing of the resiliency of the Gulf's marine wildlife. At the Governor's request, USM rapidly responded to monitor Mississippi's Gulf fisheries along the entire coast following release of floodwater from the Bonnet Carre Spillway. The 2018 CENOTE Act and the joint USM and US Navy unmanned system certificate program are also new, powerful examples of inter-organizational collaboration.

Cluster-like behavior is also expressed through actions of organizations to promote the cluster itself. Mississippi Enterprise for Technology (MSET) benchmarks other emerging technology-driven blue economy clusters around the world and supports national events in Mississippi such as the Oceans in Action event. The Gulf Coast Business Council and the Knight Foundation tasked the economic development consulting firm TIP Strategies to focus on economic development strategies along the entire coast.

Reports by the Mississippi Governor's Blue Economy Task Force and a report about the future of the State's maritime commerce collaboratively prepared by USM, MSET and the Maritime Alliance all attest to the State's appreciation of and support for, collaborative behavior and the provision of required infrastructure. Through this project, meetings among Gulfport leaders from business, academia, city government, and the Port are forging a shared narrative for Gulfport's future role in the cluster. Gulfport Mayor Hewes and City Council President Rusty Walker both joined USM and business leaders to promote the development of a Blue Economy Innovation District in the City.



Caption: The USM Marine Resource Center's infrastructure and education efforts focused on unmanned systems is a unique global asset that can pioneer new Gulfcoast cluster activity. This facility will soon be augmented with the new Roger R. Wicker Ocean Enterprise Center

Six Convergence Opportunities

The capacity for collaboration is a prerequisite for exploiting opportunities to converge the interests and disciplinary skills across organizational boundaries to innovate around big industry and society problems that contain the potential for extraordinary value creation. Eagerly pursuing these opportunities is what will spell the difference between modest growth and high growth for Mississippi's new blue economy.

Unmanned Maritime Systems

The US Navy and NOAA have funded a strong ecosystem of companies building unmanned maritime systems to collect ocean data. The region's capabilities can now be brought to bear to solve problems in new high growth sectors such as aquaculture, offshore renewables, managing coastal pollution, sustainable fisheries and urban waterfront/coastal resilience.

Ocean-Friendly Plastics

Polymer science and ocean science are converging in the development of non-polluting materials and monitoring of ocean plastics. From new biodegradable plastics, to reducing plastic packaging or increasing the ease of recycling, to tackling fishery ghost gear, global investment in sustainable plastics is just starting. Industry research reports estimate that the biodegradable plastics packaging market will grow from $3 billion in 2018 to $6-10 billion by 2024[1].

1 Two reports: Markets and Markets: https://www.marketsandmarkets.com/Market-Reports/biodegradable-plastics-93.html and Industry Research https://www.industryresearch.co/biodegradable-plastic-packaging-market-growth-trends-and-forecast-2019-2024--14275320

Precision Marine Aquaculture

Aquaculture is a strength of the Gulf Coast region and an opportunity for convergence. Global seafood demand has been rising, pushing strong aquaculture growth of >5% per year, to $240 Billon in fish and aquatic plants, nearly matching wild capture production.[1] Continued growth will entail the use of new technology such as seaborne sensors, robotics and data analytics to optimize farm operations and alternative forms of fish feed.

1 FAO Sophia Report 2018

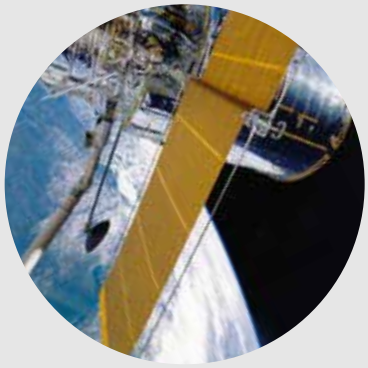
We identified 6 examples of near-term opportunities for convergence in the Mississippi Gulf Coast's new blue economy, which reflect regional competency, global challenges and regional stakeholder desire. Some of these reflect existing priorities of the governor's office, USM and other stakeholders—others are presented here for the first time. Within each is the need to interconnect knowledge creation, education and exchange, and the development of new products and services.

Ocean & Coastal Data and Analytics

The US has the largest Exclusive Economic Zone (EEZ) in the world and a common theme is the need for more data to support the varied and growing economic sectors off of the US coast. For example, Orsted recently estimated that the rapidly evolving US East Coast offshore wind sector is a $70 billion market, but a lack of up-to-date survey data is an obstacle. Opportunities such as this build on the capabilities present at USM, such as the Gulf Coast Geospatial Center.

Smart Ports

The future of port operations will leverage new technologies to demonstrate the potential for less polluting, more efficient and safer ports. One example is exploring the crossover potential for a new generation of automotive quality lithium-ion batteries to hybridize maritime operations resulting in dramatically lower emissions.



Sea-Space Systems

An example of a still speculative, longer-term opportunity is the intersection of ocean engineering, marine science and space science. The Stennis Space Center is home to numerous government agencies and a growing number of private firms engaged in space flight and related sectors. Remote sensing and unmanned systems are two areas where historic connections between these domains can be expanded.

SENATOR
ROGER WICKER

SECTION III

Recommendations for Gulfport Cluster Initiatives

Recommendations for Gulfport Cluster Initiatives

The momentum of Mississippi's new blue economy continues, supported by a broad group of stakeholders and public sector leadership from across the coast. It is within this context that the City of Gulfport, at the geographic center of the coast, is emerging as the nexus for activity. The City, along with the neighboring City of Long Beach, co-hosts a number of the region's research and development assets, convenes the annual Oceans in Action conference, and is deeply committed to its role in coastal tourism.

The momentum of activities clustering in Gulfport will continue to build in the next few years with already announced endeavors:

- The Mississippi Aquarium, opening in 2020, will support sea life conservation through research and action and is expected to draw tens of thousands of visitors each year.
- USM's Roger F. Wicker Ocean Enterprise Facility, its second building at the Port of Gulfport, will quadruple the amount of space devoted to research-based blue economy innovation. The opening of the first building in 2018 is already connecting private-sector companies to the coast.
- USM will soon operate the R/V Gilbert R. Mason, a new $100 million research vessel awarded by the National Science Foundation.
- USM's Gulf Park Campus is aligning its academic mission with the blue economy.
- MS Department of Transportation will invest in new mobility infrastructure to link the USM Long Beach campus and the City's downtown. This investment likely includes e-mobility and electric transport infrastructure.
- Planned redevelopment of 30th Avenue to improve goods movement inland will substantially expand the Port's regional and national importance as a cargo center. The Port will also play an expanding role in piloting homeland security technology and as a logistic center for rapid military deployment.
- The anticipated designation of a Blue Economy Innovation District (BEID) within the City's central core, as a partnership between the City of Gulfport, USM and the business community will be a catalyst for innovation, a home for many companies establishing a presence in the Coast and a beacon to the nation of the vibrancy of the cluster.
- The Gulfport-based organizers of the 2020 Ocean in Actions conference are partnering with the Marine Technology Society and IEEE Oceanic Engineering Society. Global events such as this help build a brand equity for the entire Gulf Coast as world significant in the blue economy.

The energy driving these projects makes the time ideal for Gulfport to strengthen its position in the Coast's cluster. Active stakeholder cooperation throughout 2019 to create a common narrative about the future has mobilized an alignment to support multi-year efforts.

Three new paths of action will propel Mississippi's new blue economy and lay the groundwork for the cluster's long-term growth and vitality. These initiatives will be symbolized and energized by activities in the Blue Economy Innovation District beginning in Gulfport, as well as the entire Gulf Coast region.

This approach grows out of the current array of activities and capabilities in the Gulfport area. Each initiative requires different capabilities, different levels of investment, and different styles of management but is also intertwined with the others to grow the cluster.

THREE PATHS OF ACTIVITIES:

PATH I

Concentrate Research on Convergence Opportunities

PATH II

Become the Nation's Blue Economy Lab Bench for Prototyping and Testing

PATH III

Outsourced Services for the Blue Economy Value Chain

Unmanned Maritime Systems

Ocean-friendly plastics

Precision aquaculture

Smart ports

Coastal Data

Sea-space systems

PATH I

Concentrate Research on Convergence Opportunities

PATH II

Become the Nation's Blue Economy Lab Bench for Prototyping and Testing

PATH III

Outsourced Services for the Blue Economy Value Chain

Path I. Concentrate Research on Convergence Opportunities

Applied research aims to solve specific practical problems that are directly relevant to business and policy. Value created from applied research can be captured and leveraged in many ways to produce economic benefits that stay within a region. Given its small size, the Gulf Coast would benefit from following the lead demonstrated by highly-focused innovation policy in small countries like Singapore, Israel and the Netherlands. Mississippi should similarly concentrate its investments within the previously described convergence opportunities, emerging areas of applied research and business development that are not yet dominated by another region. These are areas where the region has strong capability or where we see the potential to mobilize commitment among stakeholders to grow that capability. For all of these areas, USM will continue playing a leadership role with support and collaboration from federal research organizations, industry and other research institutions within and beyond Mississippi.

To move forward with these projects, the next steps are to:

- Identify a community advocate within USM for research opportunities. Build support and interest among concerned stakeholders;
- Create a shared, iterative process of continual assessment of science and technology trends, paths to market and channels to new centers of applied research such as the Gloucester Marine Genomics Institute.
- Inventory existing and needed assets and capabilities in the region, and identify gaps and potential strategies for filling them; and,
- Demonstrate initial sample projects.

POTENTIAL ACTION

Establish New Center of Excellence for Biodegradable Polymers

USM has expertise in biodegradable polymers that can be leveraged to create a new center for applied research. This effort can benchmark the National Network for Manufacturing Innovation Centers, such as America Makes, which supports the 3D printing industry out of Youngstown, OH. The goal of the manufacturing center is to bring together industry and academia to create a research development pathway and in turn, fund projects that will move the state-of-the-art forward.

Path II: Become the Nation's Blue Economy Lab Bench for Prototyping and Testing

The Gulf Coast, with a center of excellence in Mississippi and a physical hub in the BEID, can become the nation's blue economy center for prototyping and testing across domains (land/sea, inshore/offshore, surface/ underwater, air/space, sea/space). This "living laboratory" platform will generate significant economic activity through test facilities, makers space and access to technical and industry experts. It will attract and stimulate more R&D investment by multinational companies and federal government agencies that seek to exploit the test bed and related platforms.

USM, the US Navy and NOAA are already pursuing the creation of a test range for non-classified unmanned maritime systems as part of its expanding presence at the Port of Gulfport. Building upon and expanding this effort, USM should accelerate and expand its competitive advantage vis-à-vis the Northeast and West Coast where cost and political obstacles to replicating this capacity are very high.

Required steps include:

- Expedite delivery of the near-shore test area planned for the Ocean Enterprise Facility;
- Establish a one-stop center and liaison for firms from outside the region who want to access the capabilities and expertise of the Mississippi Gulf Coast;
- Promote internationally the availability and capabilities of this site to entrepreneurs and enterprises; and,
- Evaluate the need for additional prototyping and testing capabilities in each of the convergence areas. For example, how can the process for testing smart port solutions at the Port of Gulfport be streamlined?

POTENTIAL ACTIONS

Ocean Prototyping Accelerator

Create the world's first accelerator focused on 'smart' seawater prototyping to include a venture funding mechanism benchmarking other bluetech accelerators which were derived from the Y Combinator-model of seed investment. Use this accelerator to draw in outside startups and Small Medium Enterprises (SME) that are ready to ocean prototype, test and who are also seeking expertise and potential customers.

Open Innovation Programs

Leverage the State's extensive academic capabilities. Make USM and other public-sector testing equipment and staff accessible for startups and SMEs through the creation of innovation stipend programs, similar to those found in states such as Massachusetts and Rhode Island. The access to equipment, new or existing, can be around the State but a program manager at the BEID with co-working space should facilitate.

Path III: Outsourced Services for the Blue Economy Value Chain

The Mississippi Gulf Coast has an immediate opportunity to exploit its domestic US location, low cost basis and base of talent with basic technical skills and maritime experience to rapidly expand its share of the growing market for blue economy-related technical services. This value chain includes but is not limited to: short-run production of high-value added products, as well as outsourced services including testing, verification, compliance, genetic sequencing and synthesis.

There is a strong base to build on already. Much of the success of the emerging clusters laboratories involves significant amounts of scientific, technical, and engineering services provided to industry and government agencies. Our interviews revealed that approximately 90 percent of the turnover of external contracts at the Gulf Coast Research Lab and the Mississippi Polymer Institute consists of this type of work—replicating and validating the results of innovations developed elsewhere, or applying existing techniques to new problems. Clients and sponsors for outsourced services include private-sector firms located in the region and the nation as well as select multi-nationals seeking cost-competitive services.

There are clear future opportunities along this path. The expansion of shell- and fin-fish hatchery capacity and scientific capabilities at Thad Cochran Marine Aquaculture Center (TCMAC) at USM's Ocean Springs campus, as well as developing genetic sequencing capabilities on-site could tap a growing global market for these services. Attracting a national teleoperation center for unmanned land and airborne vehicle fleets could prepare the way for expansion into a role for global unmanned maritime fleet operations.

These activities and investments will support and enable high-growth innovation emerging from Path 1 and 2 activities and will position the region to serve the needs of ventures growing from the success of other clusters around the world.

Another opportunity along this path builds upon the current work of USM and its industry and government partners to expand and upgrade the skills of the existing workforce. The joint USM and US Navy unmanned

system certificate program is an example. Possibilities for supporting continuous learning abound given the rapid and often disruptive introduction of technologies into every aspect of the blue economy. Many existing academic and professional programs could benefit from a central source complimenting their efforts through cross disciplinary specialty offers. For example, the introduction of artificial intelligence or virtual reality into the day-to-day maintenance of cargo ships or inter-model logistic systems moving cargo between ships and inland.

Advancing this strategy will require:

- Creating more blue economy specific workforce development programs in addition to the USM Unmanned Systems certificate program. Other example efforts include New Bedford, MA starting offshore wind training programs to support this rapidly emerging sector and Gloucester, MA launching a new marine genomics wet lab technician school to support its emerging marine biotech sector. These programs can provide apprentice-level training from the community to include ex-military, Job Corp trainees as well as from graduates from regional high schools;
- Providing highly flexible, relatively low-cost facilities in which the most significant capital expense is for equipment;
- Discussion among the private sector, government agencies and certification agencies to determine training and continuous learning needs of the future workforce; and,
- Promoting the availability and capabilities of this site to marine and maritime entrepreneurs and enterprises throughout the world.

POTENTIAL ACTIONS

Aquaculture Hatchery

Consider opportunities to position the region in supporting the aquaculture sector through the addition of hatchery infrastructure for fin and/or shell fish taking advantage of the knowledge base starting with the USM Thad Cochran Marine Aquaculture Center.

Connecting the Paths: A Gulf Coast Data Collaborative

The blue economy will be powered by data. The creation of a Gulf Coast Data Collaborative will provide a hub for companies, startups and researchers to share data. The goal is to reduce barriers to the exchange of data and to advance collective efforts on common problems and shared opportunities.

Initial steps to launch the Gulf Coast Data Collaborative include:

Seek strategic partners

Include technology and other relevant corporates as well as US government agencies as collaborators and funders. Create funding models to attract and retain startups and relevant SMEs.

Focus on an acute problem to demonstrate value

The collaborative could, for instance, document USM's Bonnet Carré spillway monitoring efforts in 2019, which included 13 PIs, 60 staff and students that conducted weekly sampling and remote sensing analysis.

Designate a manager for the data collaborative

This professional is responsible to have an understanding and formal relationship with relevant US government public database CIOs including NOAA, the US Army Corps of Engineers and the USDA. The manager's operational goal is to act as a facilitator for startups, SMEs, researchers, corporations and others who are seeking a focal point to access, synthesize and correlate relevant public databases.

This is accomplished by creating a voluntary, trusted, curated, persistent, and reusable mechanism where parties from government, the private sector, and community can all participate in solving challenges of coastal economies and environments. This service will support blue economy innovation and conservation—centered on the Mississippi Gulf Coast, by linking key partners and stakeholders. This collaborative cuts across all three paths by supporting applied research, providing opportunities for new product development and pulling in outside ecosystems to provide value-added services.

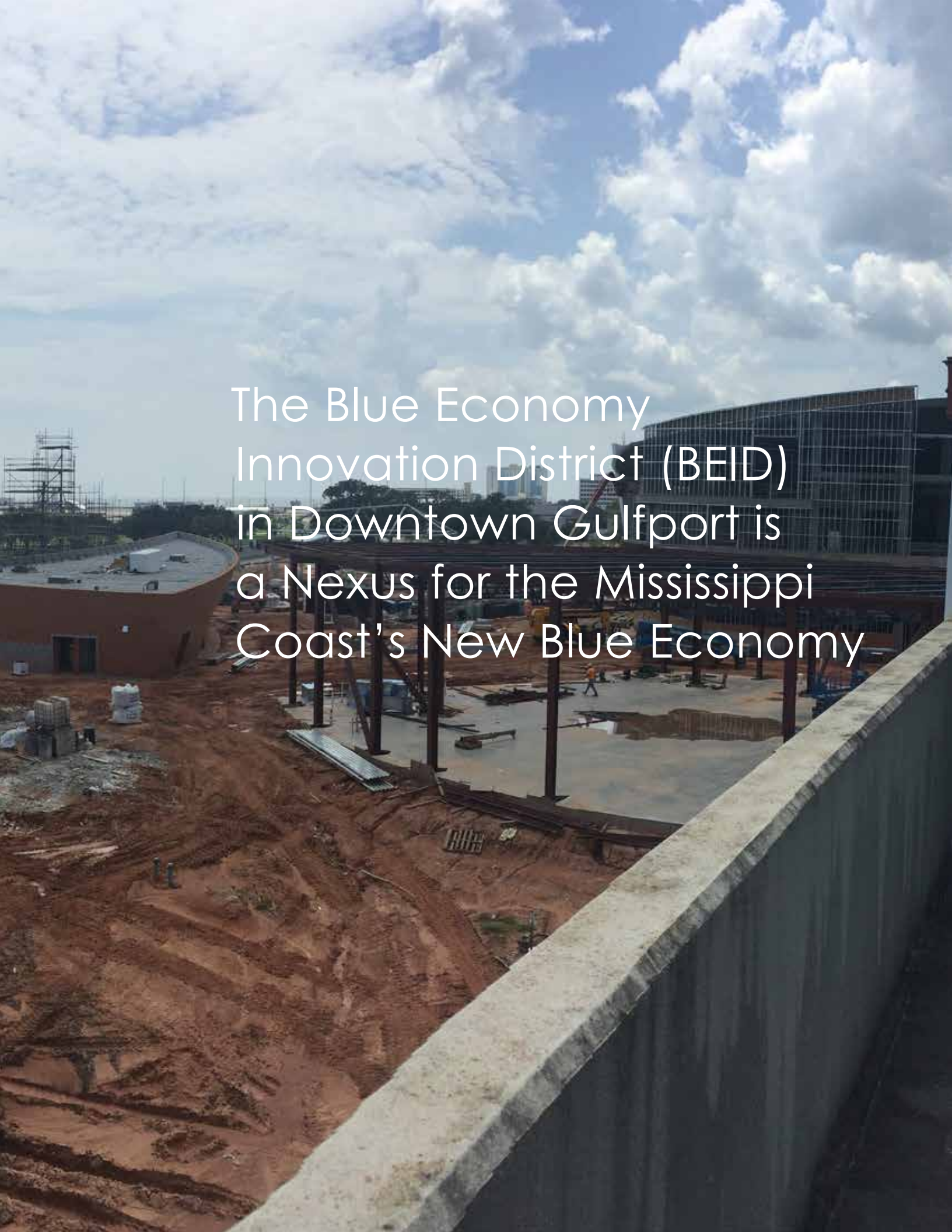
Initial steps to launch the Gulf Coast Data Collaborative include (Contiuned):

Activate the collaborative through events

SeaAhead and USM have been ideating on a Littoral Data Challenge which would be a hackathon to correlate inland agriculture and weather to coastal impacts. This Data Challenge would bring participants together with corporations, USDA, NOAA and the Corps of Engineer to solve specific problems related to coastal management such as sedimentation and algal blooms.

Develop assessment of data gaps

In the assessment of data gaps, the leadership of the Collaborative should cover the intersections with other convergence topics including aquaculture, unmanned systems, persistent ocean sampling and smart ports. The goal would be to increase the availability and access of data availability to drive new solution developments.



The Blue Economy Innovation District (BEID) in Downtown Gulfport is a Nexus for the Mississippi Coast's New Blue Economy

The Blue Economy Innovation District (BEID) in Downtown Gulfport is a Nexus for the Mississippi Coast's New Blue Economy

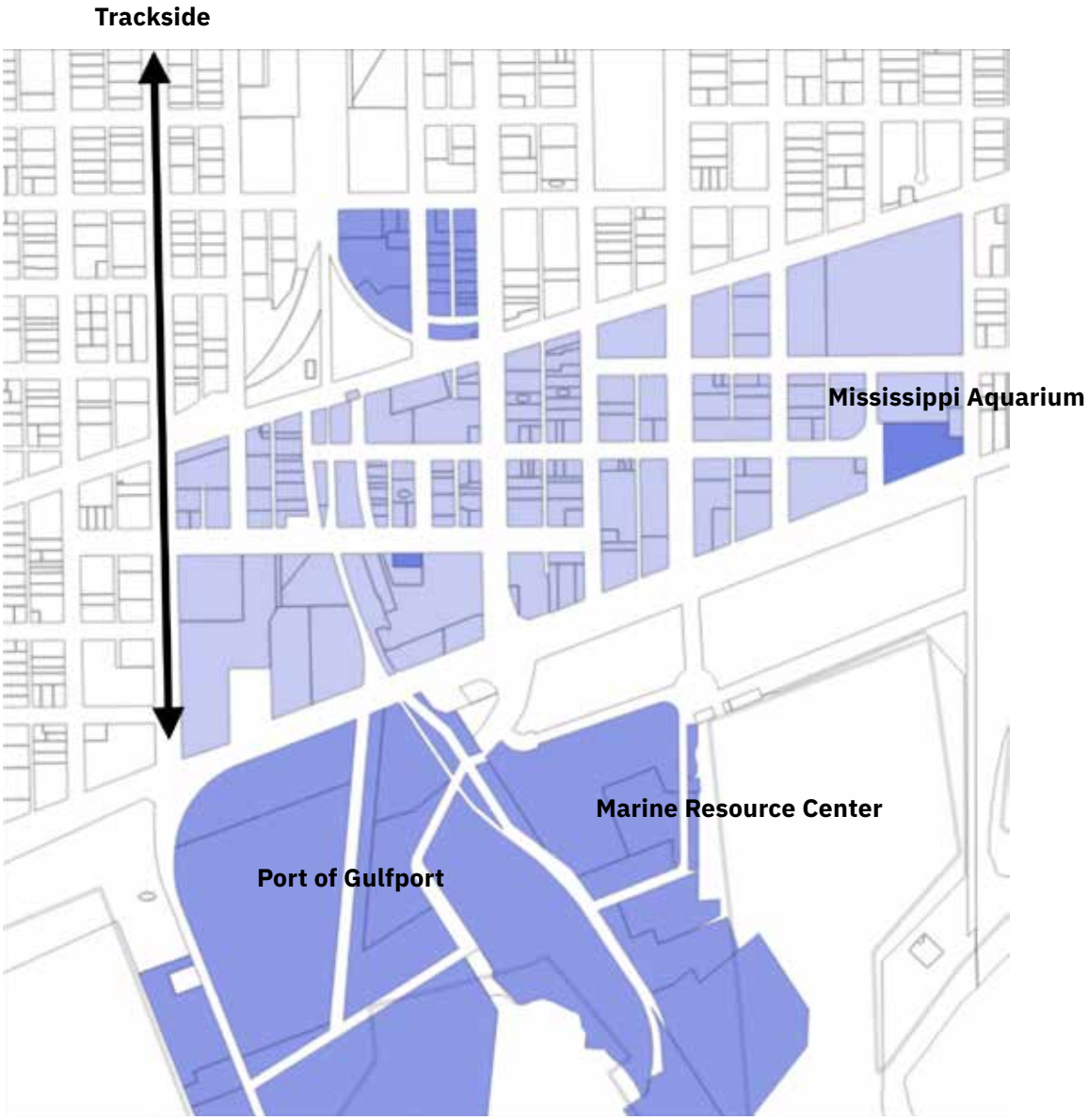
Downtowns lead the nation in attracting skilled talent. A Blue Economy Innovation District is emerging in the City's downtown and its immediate borders. This area will be a nexus for the Coast's blue economy business expansion through investment and collaborative action with established companies, startups and SMEs seeking to create and grow. As it develops, the BEID will provide facilities to support the focused work of innovation, meeting places that bring together enterprises from different sectors, and events that accelerate professional networking for the entire Mississippi Gulf Coast blue economy.

The city of Gulfport and The University of Southern Mississippi will be the prime leaders driving the BEID to fruition, mobilizing stakeholders throughout the city and the region. The establishment of the BEID reflects the intent of the City's public, institutional and commercial leadership to make Gulfport a significant hub in the Gulf Coast's blue economy. From here, the BEID will be the mechanism for the Gulf Coast to better connect to other global centers-of-excellence. The BEID strategy not only stimulates the accretive effect of existing and new ocean-related capabilities in the region but also acts as a vehicle for expressing a new economic narrative for the Mississippi Gulf Coast.

The BEID will tie together a zone of research and technology-based economic activity that is already taking shape and provide a platform for future growth.

The geographic outline of a BEID is already emerging, reflecting activity within the City.

- To the east is the Aquarium which will be a center for tourism, community education for school children and adults and research focused on the ocean and species conversation.
- To the west is the general area around 30th Avenue which is the main logistics line from the port inland and includes programmatic and transport connections to the USM Gulf Park Campus in Long Beach.
- To the south, is the interface with the Gulf of Mexico, the USM marine research and commercialization complex with a) the new Marine Research Center featuring a large maker space for seawater based prototyping, b) the Port of Gulfport and c) groundbreaking on the Ocean Enterprise Facility—all of which enjoy close ties to commercial shipping, US Navy, NOAA and US Army military logistics operations and research.
- To the north is the Trackside Innovation District that has the capacity to host light manufacturing with an emphasis on ocean related companies. Blue economy companies whose products are developed in the cluster and are ready for commercialization can now stay and grow in Gulfport.



THE UNIVERSITY OF SOUTHERN MISSISSIPPI

Gulf Park Campus
Long Beach

Downtown Gulfport will be the BEIDs center of gravity and a focus for the district as a whole. The area provides an attractive, walkable neighborhood with dining and retail, easy access to roads and transit and many suitable spaces for business start-up, education, and innovative research and development. The area has significant potential to also attract new housing development.

This zone will provide a platform for aggregating blue economy activity as enterprises and talent connect to and feed off each other in unpredictable but highly valuable ways. And as the anchor sector, the BEID will have a catalyzing effect attracting other sectors and urban investment not directly related to the ocean. The act of launching the BEID and the consequent growth of activity will leverage and feed Gulfport's downtown revitalization. Blue economy-related ventures in the area will add to the density of people and activities required to promote the entire central business district. The City of Gulfport and USM can use the BEID to be strategic when responding to tech-based companies seeking to relocate to Mississippi's Gulf Coast.

RECOMMENDED NEXT STEPS

Gulf & Ship Island Railroad Building

An important element for the BEID's immediate growth would be the re-use of the now-vacant Gulf & Ship Island Railroad office building as one possible location for a hub of innovation, education and small-scale ventures. Not only will the building act as a re-use anchor in downtown Gulfport, it will fill several critical gaps in the Mississippi Gulf Coast's blue economy cluster—providing an iconic symbol of the cluster's unique identity and vitality, serving as a welcoming gathering place for the region's stakeholders, and working as a "landing spot" for outsiders connecting into the cluster and USM's campus.

This potential for the Gulf and Ship Island Railroad Building is now under discussion between USM and building owner Mississippi Power Company.

Development Incentives & Policies

Build on the City's new incentives by focusing federal, state and local incentives and policies including local zoning and Opportunity Zones to support the BEID buildout. This should include a downtown housing strategy and possibly a light manufacturing park by the Trackside. All of this augments the existing economic initiatives of the City of Gulfport.

Connectivity

The BEID should include focused infrastructure investments that support and connect the district nodes. This can range from e-mobility and modern electric public transport to traffic calming zones that are bicycle and pedestrian-focused.

GULF & SHIP ISLAND R.R. OFFICE

Obstacles to Success

The momentum of Mississippi's new blue economy cluster's development as well as that in Gulfport is well underway. But there are potential barriers to maximizing success. Most stakeholders already appreciate these barriers but they should continuously be on the agenda for action.

Competition from other aggressive blue economy clusters.

Established and emerging blue clusters centered in larger metro areas are located in the Northwest, California and in New England. These cities have significantly greater populations than the Mississippi Gulf Coast, have urban centers that are attractive to millennials, host multiple research universities and have relatively long histories as hubs of innovation across many fields. Further, new maritime accelerators offering both industry mentoring and funding have emerged in Oslo, Singapore, Hamburg and Tel Aviv.

Facing up to this competition may seem daunting: but it need not be if stakeholders across the Coast pursue their own crafted role within the global blue economy, build capabilities around current excellence, and partner to align complementary skills and experience. Strengthening and expanding alliances with businesses and government agencies for collaborative research and development is also important.

The proponents of the cluster need, most of all, to promote the region's opportunities for career growth in the industry critical niche areas in which the Gulf excels. The Coast's warm climate, reasonable costs and a culture that enables a balanced lifestyle should also be broadcasted to the significant swath of the those in the potential workforce but who prefer not to live in the high cost, all-consuming cities with which the region competes.

What Gulfport and the Coast region has achieved, what is emerging and the career growing prospects of working in its niche-oriented enterprises must be promoted and celebrated in a positive way. This requires going beyond traditional economic development and public relations strategies. It requires a Gulf-wide, multiple enterprise, physical and social media outreach programs to proactively inform and engage the global blue economy. It requires active recruitment of firms and workforce. Regional government, industry and university partners acting in concert sometimes at the highest levels of an organization, can come together as a fast reaction cohort. In this case, the team effectively 'closes the deal' by wooing, informing and judiciously offering incentives– for enterprises to come and work and live in the area. Hence, the first step of a new global blue economy narrative for the Gulf Coast is to reach internal stakeholder buy-in.

The heavy dependence on federal funding and activity along the Gulf coast.

Approximately 30 cents of every dollar in the Mississippi economy is tied to federal spending, according to the Gulf Coast Business Council. While the Mississippi Defense Initiative is funding efforts to diversify the region's economy, this work is still in its earliest phases. The strategies discussed above serve private sector interests and their success will broaden the area's economic base.

Difficulty in attracting and retaining an adequate work force.

A recognized brain drain is sapping the state's talent. At the same time, automation and economic restructuring is reducing opportunities for less-educated workers. Efforts to address this challenge are underway. Ideally, going forward these programs would

- Target a broader national pool of candidates whose professional interests align with the work happening along the coast;
- Provide innovative, technology exposure in the early years of the region's schools to get local youth excited about working on the Gulfcoast;
- Programs that can bridge military and private-sector retirees who want to remain in the workforce.

And perhaps the most important factor is that a new Mississippi Blue Economy cluster, with its associated convergence activities is a new vehicle to attract the younger workforce of today where challenge and impact factor into their career decisions. All stakeholders in the region must be mobilized to support recruitment and retention efforts rather than leaving firms or the public sector to do so entirely on their own.

Stakeholders not participating in cluster building and nurturing.

Because the Mississippi Gulf Coast's new blue economy is in its earliest stages of development, many organizations are not being as innovative or risk-taking in building and nurturing the cluster as in their individual enterprises. This dynamic is typical where a new narrative with leadership and an organizing entity in the short term can obtain stronger commitments from stakeholders to act for the region's benefit. All involved have to be committed to the virtuous cycle that brings benefit to the cluster as well as to each stakeholder. It requires continuous challenging of strategies based on unsupported assumptions. For example, in addition to recruiting the millennial workforce, it may appear that many bluetech companies are actually started by professionals in their 2nd or 3rd career. Seeking a 'landing spot' for the newly retired public sector workforce builds a Gulf Coast asset emitting from the US Navy and NOAA presence. A second example is the emphasis on STEM education. A STEM-educated workforce is a necessary element of the cluster's capacity but it is not all inclusive. A cluster has the economic potential to provide a community inclusive and resilient opportunities for people of varying skill levels and education. The full prowess of the cluster will rest on its ability to integrate the potential of the entire community to address problems and exploit opportunities.

Undue reliance on stakeholders who appear to be most active.

Maximizing the value to be achieved by a cluster cannot be achieved by one organization no matter how committed and effective they may be. Economic clusters anywhere, not just the one emerging on the Gulf coast, are most effective when there is collaborative, inventive behavior among stakeholders to create beyond what any one can do. For example, USM is at this time a ubiquitous contributor across the Gulf but by itself cannot achieve what is necessary for the cluster nor should it be expected to.

Closing Thoughts

SeaAhead, Inc. was tasked in August, 2019 to come to the Mississippi Gulf Coast to assist in the creation of a narrative for a new blue economy cluster, highlighting Gulfport's role. After numerous meetings and tours with a wide range of stakeholders, it is clear that the region is well positioned to emerge as the next global blue economy cluster with the City of Gulfport's emerging Blue Economy Innovation District as the nexus.

The BEID is centered in a downtown that is on the move with the nation's newest aquarium as well as the extensive capital investments that continue at the Port of Gulfport. A true cluster will be formed when there are both physical and institutional networks to help catalyze convergence between the traditionally siloed stakeholders to make the whole greater than its parts. By working and investing together on the numerous initiatives, some of which are suggested in this report, and under the common cluster narrative, the Mississippi Gulf Coast can pro-actively integrate into the growth sectors of the global blue economy to create both knowledge-based and working class jobs that provide long-term economic resilience for its citizens.

DEPARTMENT OF LEISURE SERVICES

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Jones Building
1422 23rd Avenue
Gulfport, MS 39501

To: City Council
Dr. John Kelly

cc: Mayor Billy Hewes
Tony Alves, Human Resources Manager

From: Gus Wesson, Director

Date: March 2, 2020

Subject: Change Status of a Position from PT+ to FT

We are requesting to change a Marina Assistant position from PT+ to FT. There are currently 4-FT and 2-PT positions and it would be more effective to have 5-FT and 1-PT positions. This position is currently working 32 hours a week and at times has been working 40 hours a week to accommodate the work schedule in the Marina. This change is needed to effectively cover all shifts on a 24-hour basis and vacation/illnesses as they occur throughout the year for all staff. The salary for the PT position is $18,487 and the FT position is $23,108. The cost for this change would be $9,520.99 (this amount includes PERS and other payroll deductions) and is currently in the Marina budget.

Should you have any questions or issues, please feel free to contact me.

Gus Wesson, Director

City of Gulfport, Mississippi

Marina Assistant

(Municipal Marina)

Department: 445-Marina
EEO Class: Protective Service Worker FLSA Status: Non-exempt
Date written: 5/6/11 Date Approved: 5/17/11
Date amended: 5/23/17

Position Overview

Responsible for a wide variety of Marina services including greeting and assisting arriving boaters, security of facilities and vessels, observing Marina structures, docks, and grounds for maintenance issues, responding to and assessing with medical needs within the Marina and Jones Park area, and monitoring docked vessels for any issues relating to safety of life and property. Provides Marina and City information to boaters, their guests, and the general public.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, may include the following as well as their related duties that may be assigned.

- Greet and assist arriving boaters.
- Actively participate in maintaining a positive customer service environment.
- Provide Marina and city information to boaters, their guests, and the general public.
- Provide fair, courteous, and respectful interaction with all marina tenants, vendors, guests, and visitors.
- Rent permanent and transient boat slips.
- Respond to and assess medical needs within the Marina and park area.
- Monitor docked vessels for any issues relating to safety of life and property.
- Walk and observe all Marina areas, including the beach and parking areas, to ensure safety of boats, boaters, tenants, guests, visitors, and property.
- Operate marine vessels, land-based vehicles, and related equipment.
- Respond to and extinguish fires in boats, marinas, and Marina businesses.
- Ensure all boating operations are conducted safely in the marina waters.
- Monitor radios and respond to emergency calls including fires and boats and passengers in distress.
- Tow disabled vessels during hazardous storms, fires, or in any other condition.
- Summon assistance from and report criminal activities to the Police Department, U S Coast Guard, or other appropriate agencies.
- Perform maintenance and minor repairs of facilities and specialized equipment.
- Enforce Marina rules.

- Demonstrate the ability to maintain harmonious and effective working relationships with other employees, supervisors, managers, and directors and with those in other city departments.
- Operate and oversee all boat fueling activities including activating dispensers, dispensing fuel, ending fuel dispending, and finalizing sale of fuel.
- Inspect all boats, vehicles, and rescue equipment to ensure satisfactory operational conditions at all times.
- Inspect vessels to ensure initial and ongoing seaworthiness, cleanliness, and visual appeal while docked in the Marina.
- Inspect and ensure safety equipment (pumps, life rings, throw lines, etc.,) is operational and ready for use at a moment's notice.
- Inspect and report unsafe or degraded conditions of Marina facilities, including pilings, docks, decks, rubrails, cleats, fenders, and utilities.
- Request maintenance and repairs as needed.
- Contact other city departments and agencies as needed.
- Collect slip rental fees.
- Perform all organizational and Marina duties as assigned or needed.
- Recommend placement and/or changes to buoys and other aids to navigation.
- Participate in and promote all City-sponsored special programs and events.
- Direct vessel movement within the Marina.
- Ensure security of facilities and vessels.
- Observe Marina structures, docks, and grounds for maintenance issues.
- Perform marina patrol or related duties in all types of weather at all hours of day or night.
- Respond to public inquiries, advice, complaints, and suggestions in a courteous and responsive manner and assist with investigations as needed.
- Demonstrate exceptional skills in conveying positive customer service

Knowledge, Skills and Abilities

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- Provide exemplary customer service to all individuals by demonstrating an attentive, understanding, and responsive demeanor.
- Have or acquire considerable knowledge of the various types of power and sail boats, boating, marine, and nautical terminology, and appropriate docking methods and requirements.
- Demonstrate advanced skills in small boat handling, docking, and fueling.
- Interpret the City ordinances relating to the operation of the Marina and Jones Park.
- Know the general geography and boundaries of the City.
- Know and apply the various methods and techniques of safe boat operation and towing.
- Be certified in first aid and CPR techniques and be able to demonstrate proficiency in both.
- Understand the methods and techniques of life guarding and lifesaving.

- Perform routine clerical duties including, operating cash register, receiving and logging lost property, photographing within the marina, and operating computer, copy, fax, and related equipment as required.
- Demonstrate an ability to read weather and basic navigational instruments such as compass, charts, and GPS systems.

Education and Experience

Essential duties and functions, pursuant to the Americans with Disabilities Act, may include the following as well as their related duties that may be assigned.

- Possess a high school graduation certificate or GED equivalency.
- Have at least two years of experience in the operation of a recreational marina facility and in docking and boat operations.
- Perform general office procedures to include stocking and cleaning of the various marina facilities.

Required Licenses or Certificates

- Possess a valid State of Mississippi driver's license.
- Completed courses in CPR, water safety, and advanced Coast Guard courses in Rules of Road and Seamanship.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Have the ability to lift 50 pounds maximum with frequent lifting or carrying objects weighing up to 25 pounds.
- Have the ability to climb, jump, and balance when securing lines to boats or when towing boats.
- Be able to transfer equipment such as pumps and tools between boats.
- Be prepared to stoop, kneel, and crouch.
- Effectively and safely handle all boat controls including steerage and throttle.
- Be able to reach toward and tie lines on boats.
- Be proficient in the senses of hearing and touching when evaluating engine problems.
- Be comfortable with working outside in extreme weather conditions in all seasons including hot, cold, wet, freezing, windy, or extremely sunny.