



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, June 16, 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

Minutes

- 1 Approval of Minutes - for June 4, 2020 SCM.

Code Enforcement / Planning

- 2 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.
- 3 Certificate of Resubdivision - divide into five parcels zoned T4L (General Urban Zone "Limited") - located at Highway 90 and Woodward Avenue - Case # 2004PC037 - Ward 2.

Ordinances

- 4 Ordinance - amending Ordinance 2991, and for related purposes.
- 5 Ordinance - amending Section 6-376 of the Code of Ordinances, and for related purposes.
- 6 Ordinance - to rezone a tax parcel from B-2 (General Business) to I-1 (Light Industry) - located 3811 25th Avenue - Case # 2006PC055 - Ward 3.

Resolutions

- 7 Resolution - memorializing a request to the Mississippi Legislature.
- 8 Resolution - approving Professional Services Agreement with Norman "Pat" Pope to serve as a Domestic Violence Investigator, authorizing the Mayor to execute said Agreement, and for related purposes.
- 9 Resolution - approving Professional Services Agreement with Jessica Urban to serve as Domestic Violence Victim Advocate, authorizing the Mayor to execute said Agreement, and for related purposes.
- 10 Resolution - approving Renewal of Agency Agreement with LeadsOnline, LLC, authorizing the Mayor to execute Letter Agreement effectuating the same, and for related purposes.
- 11 Resolution - approving Software as a Service Agreement with PowerDMS for services related to the storage and maintenance of Police Policies, Certifications, and other document based elements, authorizing the Mayor to execute same, and for related purposes.
- 12 Resolution - approving Third Amended and Restated Interlocal Agreement in connection with the Motor Vehicle for Hire Authority, authorizing the Mayor to execute same on behalf of the City, and for related purposes.
- 13 Resolution – approving Certificate of Partial Substantial Completion of Downtown Streetscape Improvements Project Phase III, authorizing the Mayor to execute the same, and for related purposes.

- 14** Resolution - authorizing negotiations to acquire Right of Way Easements and related interests and to do any acts necessary and legal, including prosecution in Special Court of Eminent Domain, to obtain title for the City under Miss. Code Ann. § 11-27-81, et seq., and, if necessary, to expedite the “Landon Road Widening Project”, authorizing special checks to acquire the property interests stated herein, and for related purposes.
- 15** Resolution - approving sale of sidearm to Sergeant Wayne Payne upon his retirement from the City of Gulfport and setting the amount to be paid for said firearm pursuant to Miss. Code Ann. § 45-9-131 (rev. 2014).
- 16** Resolution - approving the temporary closure of municipal right of way for the Ending Systematic Racism Peaceful Protest & Empowerment Rally to be held on Saturday, June 27, 2020, and for related purposes.
- 17** Resolution - approving the temporary closure of municipal right of way for the First United Methodist Church BBQ Block Party to be held on Sunday, June 28, 2020, and for related purposes.
- 18** Resolution - reconfirming and extending the status of a State of Emergency due to the spread of COVID-19 and potential associated impacts which threaten to affect areas within the City, and for related purposes.
- 19** Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Tropical Storm Cristobal on the City, and for related purposes.
- 20** Recommendation - regarding Release of Retainage to Utility Partners, LLC Performance of Water & Sewer Maintenance and Streets & Drainage Maintenance Contract for FY 2019, and issuance of a special check.
- 21** Acceptance - of Utility Partners, LLC Performance Report for Water & Sewer Maintenance and Sewer & Drainage Maintenance Contract for FY 2019.

Budget Amendments / Docket of Claims

- 22** Budget Amendment #66 - to increase Capital (CNET) 286 from restitution.
- 23** Budget Amendment #67 - to increase County/Local from forfeiture.
- 24** Budget Amendment #68 - FY20 Budget Reductions.

- 25 Budget Amendment #69 - to fund purchase of additional Civil 3D License for the Engineering Department Staff.
- 26 Budget Amendment #70 - to fund City Match for GRPC approved increases for the 20th Avenue Improvements Project and the Seaway Road Pedestrian Pathway Project.
- 27 Docket of Claims - to be approved through June 17, 2020.

Routine Agenda

- 28 Privilege License Report – for the month of May, 2020 – to be made a part of the minutes.
- 29 Legal Notice - Advertise for Bids - Bernard Bayou Blueway Kayak Launches.
- 30 Legal Notice - Advertise for RFP for Elevator Maintenance and Repair for the City of Gulfport.
- 31 Legal Notice - Advertise for RFP for Engineering Services - Tidelands Grant - Gulfport Boat Launch Improvements.
- 32 Letter - regarding bid awarded by Purchasing to Gibson Maintenance for Cart Path Overlay - Engineering Department - to be made a part of the minutes.
- 33 Letter - regarding bid awarded by Purchasing to IT Savvy for HP Mini Desktops and Monitors - IT Department - to be made a part of the minutes.
- 34 Letter - regarding bid awarded by Purchasing to Smith Motor Company for (2) 2020 War Eagle 648 Rescue Boats - Fire Department - to be made a part of the minutes.
- 35 Ratification - of Agency Agreement with LeadsOnline, LLC - to be made a part of the minutes.
- 36 Ratification - of State of Emergency - Tropical Storm Cristobal (June 6, 2020) - to be made a part of the minutes.

Public Agenda

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

Council Comments

Memorial Adjournment

Executive Session

Setting of Next Meeting and Adjournment



CITY OF GULFPORT
URBAN DEVELOPMENT
CODE ENFORCEMENT
POSTINGS

TABLE OF CONTENTS

WARD 1

PARCEL	LOCATION	OWNER
0711K-03-040.000	1101 DIXIE AVE	BOONE GEORGE D II

WARD 2

PARCEL	LOCATION	OWNER
0811A-02-023.000	2320 EAST AVE	EDWARDS CLINTON T & ANN H
0711N-02-047.000	715 REGNAULT AVE	11T MS LLC
1010K-06-008.000	818 HUBERT DR	CROUCH VESTA B -EST-

WARD 3

PARCEL	LOCATION	OWNER
0810N-03-021.001	2207 30TH ST	ROBINSON MILTON D
0811B-04-043.000	2328 17TH AVE	SULLIVAN A B -EST-

WARD 4

PARCEL	LOCATION	OWNER
1009L-03-044.000	9375 EVANS RD	ZAHEDI AARON & MARY C
0910G-02-015.000	157 CANAL ST	COLE SHARLA LYNNE & CHAD CHRISTIAN

WARD 5

PARCEL	LOCATION	OWNER
0808I-03-168.000	14107 CLIFFORD DR	CLIFFORD W H SR -EST-
0808J-04-130.000	114 CONNIE DR	BROWN JAMES MICHAEL

WARD 6

PARCEL	LOCATION	OWNER
0908L-02-028.000	114 WHISPERING PINES DR	COLE NICHOLAS R

WARD 7

PARCEL	LOCATION	OWNER
0808B-02-039.000	14419 RHONDA CT	AMADEO JOSEPH A
0808B-02-054.000	14432 KAREN CT	WILLIS RAY JOSE

**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

May 29, 2020

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

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

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

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
TRASH & DEBRIS, IPMC 308.1	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, 06/16/2020 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 uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 5805



Gulfport

City of Gulfport
2000 Gulfport Drive
Gulfport, MS 39503

Telephone: 601-833-1234
Fax: 601-833-1235

Website: www.gulfportms.gov

City Manager: [Name]

Mayor: [Name]

City Council: [List of Members]

City Clerk: [Name]

City Treasurer: [Name]

City Attorney: [Name]

City Engineer: [Name]

City Planner: [Name]

City Historian: [Name]

City Archivist: [Name]

City Librarian: [Name]

City Recorder: [Name]

City Auditor: [Name]

City Inspector: [Name]

City Surveyor: [Name]

City Engineer: [Name]

City Planner: [Name]

City Historian: [Name]

City Archivist: [Name]

City Librarian: [Name]

City Recorder: [Name]

City Auditor: [Name]

City Inspector: [Name]

City Surveyor: [Name]

City Engineer: [Name]

City Planner: [Name]

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City Librarian: [Name]

City Recorder: [Name]

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City Librarian: [Name]

City Recorder: [Name]

City Auditor: [Name]

City Inspector: [Name]

City Surveyor: [Name]

**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

May 29, 2020

EDWARDS CLINTON T & ANN H
2320 EAST AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811A-02-023.000
2320 EAST 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 and based on the violations identified, the City requests that you take the following corrective actions:

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Respectfully yours,

Robert Beaugez

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

Case Number: 5597



May 29, 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

May 29, 2020

11T MS LLC
13575 LYNAM DR
OMAHA, NE 68138

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

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

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Respectfully yours,

Robert Beaugez

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

Case Number: 5717



May 29, 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

May 29, 2020

CROUCH VESTA B -EST-
818 HUBERT DR
GULFPORT, MS 39501

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

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

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Respectfully yours,

TRAVIS JOHNSON

TRAVIS JOHNSON - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RON ROLAND

Case Number: 5752

Gulfport

URBAN DEVELOPMENT

May 29, 2020

CROUCH VESTA B-EST
818 HUBERT DR
GULFPORT, MS 39501

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

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

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Respectfully yours,

TRAVIS JOHNSON

TRAVIS JOHNSON - CODE ENFORCEMENT
cc: Mayor Billy Howell
Council Member: BOB ROLAND

Case Number: 5752

May 29, 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

May 29, 2020

ROBINSON MILTON D
2207 30TH ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810N-03-021.001
2207 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 and based on the violations identified, the City requests that you take the following corrective actions:

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Respectfully yours,

Robert Beaugez

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

Case Number: 5587



Gullport
SURVEY REPORT

DATE: 5/29/2020
TIME: 10:00 AM
LOCATION: 10000 S. 1000 E. (10000 S. 1000 E.)

Surveyor: [Name]
Client: [Name]

The following information was obtained from the survey and is presented for your information. It is not intended to be a final report and should not be used for legal purposes. The survey was conducted on 5/29/2020 at 10:00 AM. The location was 10000 S. 1000 E. (10000 S. 1000 E.). The survey was conducted by [Name]. The client is [Name].

DATE	TIME	LOCATION	OBSERVATIONS
5/29/2020	10:00 AM	10000 S. 1000 E. (10000 S. 1000 E.)	[Observations]

Surveyor: [Name]
Client: [Name]

May 29, 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

May 29, 2020

SULLIVAN A B -EST-
2328 17TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811B-04-043.000
2328 17TH AVE

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Respectfully yours,

Robert Beaugez

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

Case Number: 5589



May 29, 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

May 29, 2020

ZAHEDI AARON
PO BOX 7182
GULFPORT, MS 39506

Reference: Tax Parcel Number: 1009L-03-044.000
9375 EVANS RD

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

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TRASH & DEBRIS, IPMC 308.1	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, 06/16/2020 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 uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

TRAVIS JOHNSON

TRAVIS JOHNSON - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RUSTY WALKER

Case Number: 4821



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

May 29, 2020

ZAHEDI AARON
PO BOX 7182
GULFPORT, MS 39506

Reference: Tax Parcel Number: 1009L-03-044.000
9375 EVANS RD

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

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY
TRASH & DEBRIS, IPMC 308.1	REMOVE/Haul OFF TRASH & DEBRIS

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Respectfully yours,

TRAVIS JOHNSON
TRAVIS JOHNSON, CODE ENFORCEMENT
cc: Mayor Billy Howes
Council Member: RUSTY WALKER

Case Number: 4821

May 29, 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

May 29, 2020

COLE SHARLA LYNNE & CHAD CHRISTIAN
10 INDEPENDENCE DR
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910G-02-015.000
157 CANAL ST

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

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	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.

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Respectfully yours,

TRAVIS JOHNSON

TRAVIS JOHNSON - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RUSTY WALKER

Case Number: 5769



May 29, 2020

COLE SHARLA LYNNE & CHAD CHRISTIAN
10 INDEPENDENCE DR
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0910G-02-015-000
157 CANAL ST

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

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OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY

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Respectfully yours,

TRAVIS JOHNSON

TRAVIS JOHNSON - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member RUSTY WALKER

Case Number 3709

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

May 29, 2020



Gulfport
Real Estate
10000 Highway 90
Gulfport, MS 39503
(601) 833-1234
www.gulfportrealestate.com

Property Information
Address: 10000 Highway 90
City: Gulfport
State: MS
Zip: 39503
County: Harrison
School District: Gulfport
Year Built: 1980
Square Feet: 1500
Lot Size: 0.25
Zoning: R-1
Features: 2 Car Garage, Hardwood Floors, Central Air Conditioning, Stainless Steel Appliances, Walk-In Closets, Fenced Backyard, Pool, etc.

Listing Information
Listing Number: 10000 Highway 90
Listing Price: \$150,000
Listing Type: For Sale
Listing Status: Active
Listing Agent: [Name]
Listing Office: [Name]

Disclaimer
This listing is for informational purposes only. It is not a contract. Please consult with your real estate agent for more information.

May 29, 2021

**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

May 29, 2020

CLIFFORD W H SR -EST-
19061 SHAW RD
SAUCIER, MS 39574

Reference: Tax Parcel Number: 0808I-03-168.000
14107 CLIFFORD 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 and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	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.

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Respectfully yours,

Ted Molesworth

Ted Molesworth - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP

Case Number: 5840



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

May 29, 2020

CLIFFORD W H SR -EST-
19061 SHAW RD
SAUCIER, MS 39574

Reference: Tax Parcel Number: 0808I-03-168.000
14107 CLIFFORD DR

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OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY

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Respectfully yours,

Ted Molesworth

Ted Molesworth - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP

Case Number: 5840

74551

Jun 1, 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

May 29, 2020

BROWN JAMES MICHAEL
2301 21ST AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0808J-04-130.000
114 CONNIE 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 and based on the violations identified, the City requests that you take the following corrective actions:

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Respectfully yours,

Ted Molesworth

Ted Molesworth - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP

Case Number: 5974



May 29, 2020

BROWN JAMES MICHAEL
2301 21ST AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0808J-04-130.000
114 CONNIE DR

CODE ENFORCEMENT

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

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

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Respectfully yours,

Ted Molesworth
Ted Molesworth - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP

Case Number: 5974

Jun 1, 2020



Jun 1, 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

May 29, 2020

COLE NICHOLAS R
114 WHISPERING PINE
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908L-02-028.000
114 WHISPERING PINES 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 and based on the violations identified, the City requests that you take the following corrective actions:

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Respectfully yours,

Ted Molesworth

Ted Molesworth - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: R LEE FLOWERS

Case Number: 5967



CODE ENFORCEMENT
P.O. Box 178
Gulfport, MS 39501
Phone: 228-868-5718
Fax: 228-214-4487
Wm. H. Hardy Building
1410 24th Avenue
Gulfport, MS 39501

May 29, 2020

COLE NICHOLAS R
114 WHISPERING PINE
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0908L-02-028.000
114 WHISPERING PINES DR

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Respectfully yours,

Ted Molesworth

Ted Molesworth - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: R LEE FLOWERS

Case Number: 5967

Jun 1, 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

May 29, 2020

AMADEO JOSEPH A
13287 JIM BYRD RD
BILOXI, MS 39532

Reference: Tax Parcel Number: 0808B-02-039.000
14419 RHONDA 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. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

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Respectfully yours,

Ted Molesworth

Ted Molesworth - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: CARA PUCHEU

Case Number: 5782



May 29, 2020

AMADEO JOSEPH A
13287 JIM BYRD RD
BILOXI, MS 39532

Reference: Tax Parcel Number: 0808B-02-039.000
14419 RHONDA CT

CODE ENFORCEMENT

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

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

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OVERGROWN PROPERTY, IPMC 302.4	CUT & CLEAN THE PROPERTY

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

NOTICE OF HEARING

If you have not taken the above noted corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a public hearing before the Gulfport City Council on 06/16/2020 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 uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Ted Molesworth
Ted Molesworth - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: CARA PUCHEU

Case Number: 5782

74551

Jun 1, 2020



Jun 1, 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

May 29, 2020

WILLIS RAY JOSE
14501 WHITNEY DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808B-02-054.000
14432 KAREN 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. The violations are as follows and based on the violations identified, the City requests that you take the following corrective actions:

Violation(s):	Corrective Actions Required:
OVERGROWN PROPERTY, IPMC 302.4	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.

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Respectfully yours,

Ted Molesworth

Ted Molesworth - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: CARA PUCHEU

Case Number: 5784



CODE ENFORCEMENT

P.O. Box 1

Gulfport, MS 392

Phone: 228-868-57

Fax: 228-214-44

Wm. H. Hardy Building

1410 24th Avenue

Gulfport, MS 39501

May 29, 2020

WILLIS RAY JOSE
14501 WHITNEY DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0808B-02-054.000
14432 KAREN CT

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Respectfully yours,

Ted Molesworth
Ted Molesworth - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: CARA PUCHEU

Case Number: 5784

Jun 1, 2020



Jun 1, 2020

MEMORANDUM – CITY OF GULFPORT

Date: JUNE 1, 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 16TH Day Of June, 2020.

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

MEMORANDUM – CITY OF GULFPORT

Date: JUNE 1, 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 16th Day Of June, 2020, To The City Council:

WARD 1

Parcel 1: 0711K-03-040.000. Lots 38 To 41 Inc Blk 1 Dixie Add. 1101 Dixie Ave. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Boone George D II), Case 5805

WARD 2

Parcel 2: 0811A-02-023.000. Lots 10 To 12 & S1/2 Of Lot 13 Broadmoore Place Sec 3-8-11. 2320 East Ave. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Edwards Clinton T & Ann H), Case 5597

Parcel 3: 0711N-02-047.000. S 43.4 Ft Of Lot 11 & N 16.6 Ft Of Lot 12 Blk 3 Mccaughans Great Southern Add. 715 Regnault Ave. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (11t Ms Llc), Case 5717

Parcel 4: 1010K-06-008.000. Lot 12 & N 21 Ft Of Lot 13 Hubert Place Subd. Secs. 30/31-7-10. 818 Hubert Dr. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Crouch Vesta B -Est-), Case 5752

WARD 3

Parcel 5: 0810N-03-021.001. Lot 4 Blk 11 Standard Land Subd Sec 33-7-11. 2207 30th St. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Robinson Milton D), Case 5587

Parcel 6: 0811B-04-043.000. Lots 27 & 28 Blk 32 Arlington Heights Add. 2328 17th Ave. Cut & Clean The Property, Remove/Haul Off Trash & Debris.(Sullivan A B -Est-), Case 5589

WARD 4

- Parcel 7: 1009L-03-044.000. Lot 11 Oak Island Subd Sec 24-7-11. 9375 Evans Rd. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Zahedi Aaron & Mary C), Case 4821
- Parcel 8: 0910G-02-015.000. Lot 8 Blk 36 Resurvey Of Gulfport Bayou View Subd Blk 36. 157 Canal St. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Cole Sharla Lynne & Chad Christian), Case 5769

WARD 5

- Parcel 9: 0808I-03-168.000. Beg 195 Ft N Of Sw Cor Of Ne 1/4 Of Ne 1/4 E 300 Ft N 145 Ft W 300 Ft S 145 Ft To Beg In Ne 1/4 Of Ne 1/4 Sec 10-7-11. 14107 Clifford Dr. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Clifford W H Sr - Est-), Case 5840
- Parcel 10: 0808J-04-130.000. Lot 47 Blk 1 Kerns Add To Bel- Aire Subd Part 2. 114 Connie Dr. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Brown James Michael), Case 5974

WARD 6

- Parcel 11: 0908L-02-028.000. Lot 114 Wingate Subd. 114 Whispering Pines Dr. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Cole Nicholas R), Case 5967

WARD 7

- Parcel 12: 0808B-02-039.000. Lot 33 Briarwood South Subd Replat Sec 3-7-11. 14419 Rhonda Ct. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Amadeo Joseph A), Case 5782
- Parcel 13: 0808B-02-054.000. Lot 42 Briarwood South Subd Replat Sec 3-7-11. 14432 Karen Ct. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Willis Ray Jose), Case 5784

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 16th day of June, 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: 0711K-03-040.000. Lots 38 To 41 Inc Blk 1 Dixie Add. 1101 Dixie Ave. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Boone George D II), Case 5805
- Parcel 2: 0811A-02-023.000. Lots 10 To 12 & S1/2 Of Lot 13 Broadmoore Place Sec 3-8-11. 2320 East Ave. Cut & Clean The Property, Remove/Haul Off Trash & Debris. (Edwards Clinton T & Ann H), Case 5597
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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

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: June 4, 2020

Re: Resubdivision 2004PC037, by agent Fearn Property Specialist, LLC, tax parcels 0711O-04-020.000 and 0711O-04-021.000, Divide into five new parcels, Hwy 90 and Woodward Ave, Zoned T4L (General Urban Zone "Limited"), Ward 2.

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Hewes

Second: Mr. Jones

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Mike Fearn

Speaking against the Petition:

1. James Williams
2. Robert Trent
3. David Wyman
4. Anthony Sepulvado
5. Marlene Hines (Email)
6. Kyle Hines (Email)

On April 23, 2020, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for June 16, 2020.

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2004PC037

Hearing Date: April 23, 2020

Current Zoning/Use: T4L / Vacant

Legal: Resubdivision 2004PC037, by agent Fearn Property Specialist, LLC, tax parcels 0711O-04-020.000 and 0711O-04-021.000, Divide into five new parcels, Hwy 90 and Woodward Ave, Zoned T4L (General Urban Zone "Limited"), Ward 2.

TECHNICAL DETAILS

The applicant requests to divide two existing parcel into five newly created parcels zoned T4L (General Urban Zone "Limited"). The existing parcel, as a whole, contain 22,715 square feet. Further, the City of Gulfport Smart Code Ordinance states that the T4L zoning district requires a minimum lot size of 3,630 square feet and a minimum lot width of 24 feet. Also all newly created lots has direct access to a dedicated public street.

As stated above, the resubdivision will consist of five newly created parcels. Parcel "A" to contain 4,365 ft., Parcel "B" to contain 4,365 ft., Parcel "C" to contain 3,880 ft., Parcel "D" to contain 5,332 ft., and Parcel "E" to contain 4,773 ft. Thus, review of the survey submitted by the applicant demonstrated that each new lot created is in compliance with appropriate zoning ordinances, building codes, and restrictive covenants. Lot widths for all newly created lots exceed the minimum lot width criteria of 24 square feet and meet the minimum lot size requirements of 3,630 square feet. Also, the applicant has submitted an affidavit stating that there are no restrictive covenants that would prevent the Resubdivision of these parcels.

The Gulfport Subdivision Regulations require that:

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

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

Any approval should consider these conditions:

1. Developer will be responsible for sewer and water services to each parcel; coordinate with Public Works.

Technical Report

Resubdivision

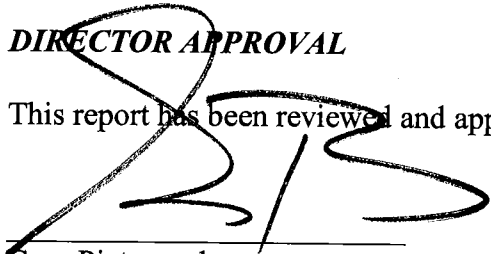
2. Must meet all City of Gulfport Ordinances and Current Building Codes.

DEPARTMENTAL CONDITIONS

<u>Engineering:</u>	Conditions. Developer will be responsible for sewer and water services to each parcel; coordinate with Public Works. Memo dated 4/8/20
<u>Public Works:</u>	Conditions. All water, sewer, and drainage issues must be coordinated through Public Works. Memo dated 4/3/20.
<u>Traffic and Safety:</u>	No conditions. Memo dated 4/1/20.
<u>Building Code Services:</u>	Must meet all City of Gulfport Ordinances and Current Building Codes.
<u>GIS:</u>	No conditions. Memo dated 4/8/20.
<u>Police Department:</u>	No conditions. Memo dated 4/1/20.
<u>Fire Department:</u>	No conditions. Memo dated 4/1/20.

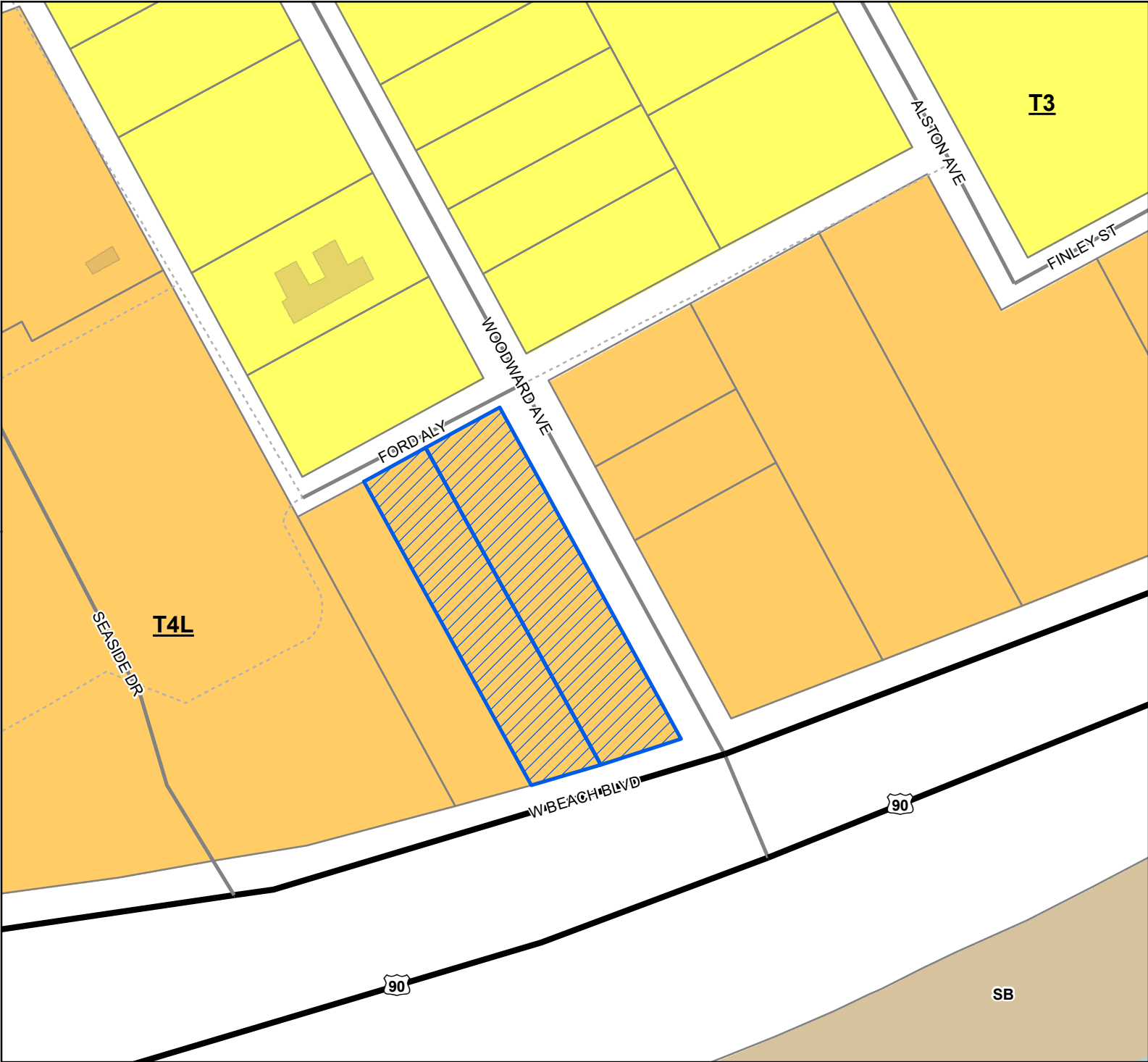
DIRECTOR APPROVAL

This report has been reviewed and approved by:



Greg Pietrangelo
Director of Urban Development Department



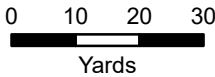


Legend

- Site
- US or State Highway
- Street
- Alley
- Parcels
- Buildings
- Smart Code
 - T4L
 - T3
- Zoning
 - SB - Sand Beach
 - Water Features

Site Information

07110-04-020.000
07110-04-021.000
Zoning: T4L (General Urban Zone Limited)
Size: 22,715 square feet
Flood: VE



1 inch = 90 feet



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

\$200.00



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

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #	0	7	1	1	0	-	0	4	-	0	2	0	●	0	0	0
	0	7	1	1	0	-	0	4	-	0	2	1	●	0	0	0
						-			-				●			

(If necessary, use separate sheet of paper)

For Staff Use Only

Case Number: 2004PC037

Date Received: _____

Receipt Number: _____

Received By: CLZoning: T4L

Ward: _____ Flood: _____

Size: _____

Address of Property Involved: None

East 1/2 of Lot 3 Block 3 Gaston Point Beach Addition
Lot(s) 29 , Block(s) 3 , Subdivision Gaston Point Beach Addition

General Location: N. W Corner of Hwy 90 and Woodward Avenue, with Northern most point being Ford Alley

GENERAL DESCRIPTION OF REQUEST:

To create five (5) lots. Three facing Woodward Avenue and two lots facing Hwy. 90. The lots will meet the zoning requirements
without any warrants

OWNERSHIP AND CERTIFICATION:

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

OWNER

Robert and Mary Cecil

Printed Name of Owner
1240 Lyons Station Road

Mailing Address
New Haven, KY 40051

City State Zip code
502-349-2901 Same As

Home Phone Work/Cell Phone
libbycecil@att.net

Email
Robert Cecil

Signature of Owner

AGENT

Fearn Property Specialist, LLC

Printed Name of Agent
4005 Southern Oaks Drive

Mailing Address
Gulfport, Ms 39507

City State Zip code
228-860-8994 Same As

Home Phone Work/Cell Phone
mchl.fearn@gmail.com

Email
M. B. Fearn

Signature of Agent

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

☐

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



December 16, 2019

To Whom It May Concern:

We, Robert Cecil and Mary Cecil, as Owners of two Parcels of property at the North West Corner of Hwy 90 and Woodward Avenue which are tax parcels # 07110-04-020.000 and # 07110-04-021.000 want Fearn Property Specialist, LLC - using Michael Fearn, MB to act as our Agent to work with the following groups:

City of Gulfport CRC- review committee, the Agents own Site Review on those tax parcels, City of Gulfport Engineering, the City of Gulfport Planning Commission and City of Gulfport Council.

This will be in force until 07/01/2020 and can be extended with the approvals of both the Owners and Agent.

Dean Cecil

Mary Cecil

Robert Dean Cecil

Mary Cecil

Patricia J. Willett - 12/17/19

Notary Public

Effused 4/6/21

We Create the sales Solution



Mike Fearn

4005 Southern Oaks Drive, Gulfport, Ms 39507

02/13/20

City of Gulfport - Planning Office

Su-Lin;

This is an affidavit to verify that there is no restriction nor protect covenants prohibiting the resubdivision of tax parcels # 07110-04-020.000 and 07110-04-021.000.

Fearn Property Specialist, LLC
Michael Fearn, Managing Broker

Sworn to and subscribed
to me this 2nd day of
March 2020.

Notary Public

LEGEND:

- ☉ CENTERLINE
- IRON ROD FOUND
- IRON ROD SET
- ⊗ IRON PIPE FOUND
- ⊞ FENCE CORNER POST
- ⊘ POWER POLE
- APS AS PER SURVEY
- APR AS PER RECORD

REFERENCES:

- 1) DEED INSTRUMENT 2009-005718-D-J1
- 2) DEED INSTRUMENT 2009-005719-D-J1
- 3) PLAT OF GASTON POINT BEACH ADDITION

By Graphic Plotting only, this property is in Zones VE (20), VE (21) and VE (22) of the Flood Insurance Rate Map, Community Panel No. 28047C0376G, revision date June 16, 2009. Exact designation can only be determined by an Elevation Certificate. The above statement is for information only and this surveyor assumes no liability for the correctness of the cited map. In addition, the above statement does not represent this surveyor's opinion of the probability of flooding.

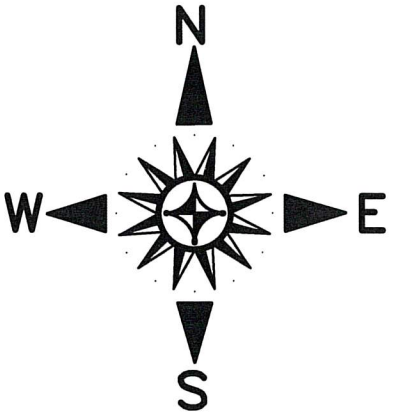
This is to CERTIFY that this map or plat and the survey on which it is based were made in accordance with "Minimum Standards for Land Surveying in the State of Mississippi".

Duke Levy, RLS # 1722
February 28, 2020



U.S. HIGHWAY 90
ASPHALT SURFACE

BEARINGS REFERENCED TO GEODETIC BY GPS OBSERVATIONS



PREPARED BY:
DUKE LEVY & ASSOCIATES, P.A.
4412 LEISURE TIME DRIVE
DIAMONDHEAD, MS 39525
PROJ.# 2020-013

SCALE: 1" = 50' DATE: 02-28-2020

CLIENTS: ROBERT DEAN CECIL, OWNER
MARY ELIZABETH CECIL, OWNER
FEARN PROPERTY SPECIALIST, LLC -
MICHAEL FEARN- OWNER AGENT

LEGEND:

- ☒ CENTERLINE
- IRON ROD FOUND
- IRON ROD SET
- ⊗ IRON PIPE FOUND
- ⊞ FENCE CORNER POST
- ⊘ POWER POLE
- APS AS PER SURVEY
- APR AS PER RECORD

REFERENCES:

- 1) DEED INSTRUMENT 2009-005718-D-J1
- 2) DEED INSTRUMENT 2009-005719-D-J1
- 3) PLAT OF GASTON POINT BEACH ADDITION

By Graphic Plotting only, this property is in Zones VE (20), VE (21) and VE (22) of the Flood Insurance Rate Map, Community Panel No. 28047C0376G, revision date June 16, 2009. Exact designation can only be determined by an Elevation Certificate. The above statement is for information only and this surveyor assumes no liability for the correctness of the cited map. In addition, the above statement does not represent this surveyor's opinion of the probability of flooding.

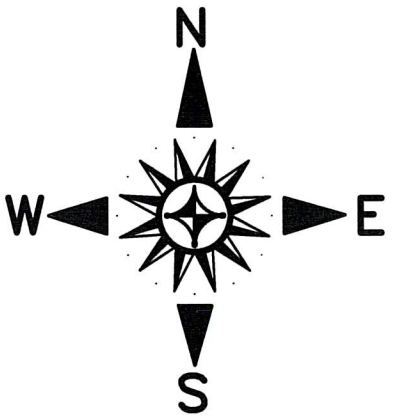
This is to CERTIFY that this map or plat and the survey on which it is based were made in accordance with "Minimum Standards for Land Surveying in the State of Mississippi".

Duke Levy, RLS # 1722
February 28, 2020



U.S. HIGHWAY 90
ASPHALT SURFACE

BEARINGS REFERENCED TO GEODETIC BY GPS OBSERVATIONS



NOTES:

- 1) THIS PROPERTY IS LOCATED IN ZONING DISTRICT T4L
- 2) THIS PROPERTY IS SUBJECT TO OVERLAY IN ZONES IN FINLEY STREET OVERLAY DISTRICT AND IN THE BEACH BOULEVARD CORRIDOR OVERLAY DISTRICT
- 3) THE BUILDING SETBACKS ARE BASED ON WHICH HOME IS BUILT FIRST AND WHICH OVERLAY DISTRICT APPLIES.
- 4) THERE IS A 3' WIDE UTILITY AND DRAINAGE EASEMENT ALONG ALL SIDE LOT LINES EXCEPT AS SHOWN.

NOTE:
6" POTABLE WATER MAIN AND 8"
SANITARY SEWER MAIN PROVIDED AT SITE
BY THE CITY OF GULFPORT.

PREPARED BY:
DUKE LEVY & ASSOCIATES, P.A.
4412 LEISURE TIME DRIVE
DIAMONDHEAD, MS 39525
PROJ.# 2020-013

SCALE: 1" = 50' DATE: 02-28-2020

CLIENTS: ROBERT DEAN CECIL, OWNER
MARY ELIZABETH CECIL, OWNER
FEARN PROPERTY SPECIALIST, LLC -
MICHAEL FEARN- OWNER AGENT

Page 3 of 4

In accordance with Section 9-48 of the Code of Ordinances (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission have reviewed and approved this Final Plat for the Resubdivision of Parcel 07110-04-020.000 and 07110-04-021.000 being a 22,715 square feet tract of land in a part of Lots 29 and 30, Block 3, Gaston Point Beach Addition, into parcels "A", "B", "C", "D" and "E". The subject property is generally described as being located at the intersection of U.S. Hwy 90 and Woodward Avenue. The AD Valorem tax parcel number of the subject property is 07110-04-020.000 and 07110-04-021.000 (Deed Instrument 2009-005719-D-J1).

The Case File Number is _____

LEGAL DESCRIPTION: PARCEL 07110-04-020.000 & 021.000 (PRIOR TO RECONFIGURATION AS PER SURVEY)

A parcel of land situated and being Lot 29 and the East 1/2 of Lot 30, Block 3, Gaston Point Beach Addition, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at a 1/2" rebar set at the northeast corner of said Lot 29, Block 3, Gaston Point Beach Addition; thence S 28°31'38" E 243.54 feet along the east line of said Lot 29 to an x-mark set in a concrete sidewalk on the north margin of U.S. Highway 90; thence S 72°12'58" W 98.73 feet along said north margin of U.S. Highway 90 to an x-mark set; thence N 28°31'38" W 224.82 feet to a 1/2" rebar set on the north line of said Lot 30, Gaston Point Beach Addition; thence N 61°17'13" E 97.00 feet to the Point of Beginning. Said parcel of land contains 22,715 square feet, more or less.

SURVEY DESCRIPTION: Parcel "A" (CREATED BY RECONFIGURATION AS PER SURVEY)

A parcel of land situated and being a part of Lot 29 and a part of the East 1/2 of Lot 30, Block 3, Gaston Point Beach Addition, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at a 1/2" rebar set at the northeast corner of said Lot 29, Block 3, Gaston Point Beach Addition; thence S 28°31'38" E 45.00 feet along the east line of said Lot 29 to a 1/2" rebar set; thence S 61°17'13" W 97.00 feet to a 1/2" rebar set; thence N 28°31'38" W 45.00 feet to a 1/2" rebar set; thence N 61°17'13" E 97.00 feet to the Point of Beginning. Said parcel of land contains 4,365 square feet, more or less.

SURVEY DESCRIPTION: Parcel "B" (CREATED BY RECONFIGURATION AS PER SURVEY)

A parcel of land situated and being a part of Lot 29 and a part of the East 1/2 of Lot 30, Block 3, Gaston Point Beach Addition, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a 1/2" rebar set at the northeast corner of said Lot 29, Block 3, Gaston Point Beach Addition; thence S 28°31'38" E 45.00 feet along the east line of said Lot 29 to a 1/2" rebar set and being the Point of Beginning; thence continue S 28°31'38" E 45.00 feet to a 1/2" rebar set; thence S 61°17'13" W 97.00 feet to a 1/2" rebar set; thence N 28°31'38" W 45.00 feet to a 1/2" rebar set; thence N 61°17'13" E 97.00 feet to the Point of Beginning. Said parcel of land contains 4,365 square feet, more or less.

SURVEY DESCRIPTION: Parcel "C" (CREATED BY RECONFIGURATION AS PER SURVEY)

A parcel of land situated and being a part of Lot 29 and a part of the East 1/2 of Lot 30, Block 3, Gaston Point Beach Addition, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a 1/2" rebar set at the northeast corner of said Lot 29, Block 3, Gaston Point Beach Addition; thence S 28°31'38" E 90.00 feet along the east line of said Lot 29 to a 1/2" rebar set and being the Point of Beginning; thence continue S 28°31'38" E 40.00 feet to a 1/2" rebar set; thence S 61°17'13" W 97.00 feet to a 1/2" rebar set; thence N 28°31'38" W 40.00 feet to a 1/2" rebar set; thence N 61°17'13" E 97.00 feet to the Point of Beginning. Said parcel of land contains 3,880 square feet, more or less.

SURVEY DESCRIPTION: Parcel "D" (CREATED BY RECONFIGURATION AS PER SURVEY)

A parcel of land situated and being a part of Lot 29, Block 3, Gaston Point Beach Addition, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a 1/2" rebar set at the northeast corner of said Lot 29, Block 3, Gaston Point Beach Addition; thence S 28°31'38" E 130.00 feet along the east line of said Lot 29 to a 1/2" rebar set and being the Point of Beginning; thence continue S 28°31'38" E 113.54 feet to an x-mark set on the north margin of U.S. Highway 90; thence S 72°12'58" W 49.87 feet along said north margin of U.S. Highway 90 to a 1/2" rebar set; thence N 28°31'38" W 104.08 feet to a 1/2" rebar set; thence N 61°17'13" E 49.00 feet to the Point of Beginning. Said parcel of land contains 5,332 square feet, more or less.

SURVEY DESCRIPTION: Parcel "E" (CREATED BY RECONFIGURATION AS PER SURVEY)

A parcel of land situated and being a part of the East 1/2 of Lot 30, Block 3, Gaston Point Beach Addition, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a 1/2" rebar set at the northeast corner of said Lot 29, Block 3, Gaston Point Beach Addition; thence S 28°31'38" E 130.00 feet along the east line of said Lot 29 to a 1/2" rebar set; thence continue S 28°31'38" E 113.54 feet to an x-mark set on the north margin of U.S. Highway 90; thence S 72°12'58" W 49.87 feet along said north margin of U.S. Highway 90 to a 1/2" rebar set and being the Point of Beginning; thence continue S 72°12'58" W 48.86 feet to an x-mark set; thence N 28°31'38" W 94.82 feet to a 1/2" rebar set; thence N 61°17'13" E 48.00 feet to a 1/2" rebar set; thence S 28°31'38" E 104.08 feet to the Point of Beginning. Said parcel of land contains 4,773 square feet, more or less.

PREPARED BY:
DUKE LEVY & ASSOCIATES, P.A.
4412 LEISURE TIME DRIVE
DIAMONDHEAD, MS 39525 PROJ.# 2020-013

SCALE: 1" = 50' DATE: 02-28-2020

CLIENTS: ROBERT DEAN CECIL, OWNER
MARY ELIZABETH CECIL, OWNER
FEARN PROPERTY SPECIALIST, LLC -
MICHAEL FEARN- OWNER AGENT

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

Ratified and Approved by:

Signature of Owner or Owner's Agent

Fearn Property Specialist, LLC - Michael Fearn, MB- Owner Agent

Print Name

This _____ day of _____ 2020.

ACKNOWLEDGE

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

NOTARY PUBLIC

My Commission Expires

(AFFIX SEAL)

RESUBDIVISION of Tax Parcel #0711O-04-020.000
and Parcel # 0711O-04-021.000 into
Parcels "A", "B", "C", "D" and "E"

Page 4 of 4

PLANNING COMMISSION

Submitted to and approved by the Gulfport City Planning Commission on the _____ day of _____, 2020.

Planning Commission Chairman

Planning Division Administrator

APPROVAL

Submitted to and approved by the City of Gulfport City Council at the regular meeting of said Council held on the _____ day of _____, 2020.

ATTEST:

ADOPT:

CLERK OF COUNCIL

PRESIDENT

This Resubdivision Plat and Certificate of Resubdivision, having been submitted and approved by the Mayor, this _____ day of _____, 2020.

_____, MAYOR

PREPARED BY:
DUKE LEVY & ASSOCIATES, P.A.
4412 LEISURE TIME DRIVE
DIAMONDHEAD, MS 39525 PROJ.# 2020-013

SCALE: 1" = 50' DATE: 02-28-2020

CLIENTS: ROBERT DEAN CECIL, OWNER
MARY ELIZABETH CECIL, OWNER
FEARN PROPERTY SPECIALIST, LLC -
MICHAEL FEARN- OWNER AGENT

RE: Resubdivision 2004PC037, by agent Fearn Property Specialist, LLC, tax parcels 0711O-04-020.000 and 0711O-04-021.000, Divide into five new parcels, Hwy 90 and Woodward Ave, Zoned T4L (General Urban Zone "Limited"), Ward 2

To Whom It May Concern:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, April 23, 2020**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, April 23, 2020**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. Finally, the application is available for viewing in the Planning Division office at 1410 24th Avenue.

PARCEL_ID (037)	PPIN	NAME	ADDRESS	CITY	STATE	ZIP
07110-04-021.000	26933	CECIL ROBERT DEAN & MARY ELIZABETH (OWNER)	1240 LYONS STATION RD	NEW HAVEN	KY	40051
		FEARN PROPERTY SPECIALIST, LLC (Agent)	4005 SOUTHERN OAKS DR	GULFPORT	MS	39507
		Adjacent Property Owners				
07110-04-023.000	90890	DDXRX PLAZA LLC	1120 BEACH BLVD	BILOXI	MS	39530
07110-03-099.000	26946	LADNER WALLACE S II & JEANETTE N	P O BOX 6496	GULFPORT	MS	39506
07110-04-019.000	26930	TAR HEEL INVESTMENTS LLC	201 E 5TH STREET STE 1200	SHERIDAN	WY	82801
07110-04-022.000	26935	DAHAN TED	7320 HAWTHORN AVE UNIT 309	LOS ANGELES	CA	90046
07110-03-097.000	26950	LADNER WALLACE S II & JEANETTE N	P O BOX 6496	GULFPORT	MS	39506
07110-04-018.000	26929	HABITAT FOR HUMANITY OF MGC	2214 34TH ST	GULFPORT	MS	39501
07110-04-020.000	26931	CECIL ROBERT DEAN & MARY ELIZABETH	1240 LYONS STATION RD	NEW HAVEN	KY	40051
07110-03-098.001	124336	HORTON LARRY C & RITA M	P O BOX 6330	GULFPORT	MS	39506
07110-03-100.001	124425	LADNER WALLACE S II & JEANETTE N	P O BOX 6496	GULFPORT	MS	39506
07110-03-100.000	26947	TORRES MARLYN & JOSEPH	232 MIANO ST	GARYVILLE	LA	70051
07110-03-098.000	90960	LADNER WALLACE S II & JEANETTE N	P O BOX 6496	GULFPORT	MS	39506
07110-03-100.002	124426	LADNER WALLACE S II & JEANETTE N	P O BOX 6496	GULFPORT	MS	39506

Su-Lin Bolin

From: Marlene Hines <2013mhines@gmail.com>
Sent: Thursday, April 23, 2020 03:01 PM
To: Urban Development - Planners
Subject: Opposition to Resubdivision 2004PC037

I, Marlene Hines, I am in opposition of the resubdivision 2004PC037 to divide into five new parcels at Hwy 90 and Woodward Ave, Zoned T4L , Ward 2. I have a home under construction across the street and feel that by dividing the land at the resubdivision into five new parcels it would not meet the standards and size of the existing homes in the immediate area.

Thank You,
Marlene Hines
Sent from my iPhone

Su-Lin Bolin

From: Kyle Hines <kylehines1966@gmail.com>
Sent: Thursday, April 23, 2020 03:02 PM
To: Urban Development - Planners
Subject: Opposition to Resubdivision 2004PC037

I, Kyle Hines, I am in opposition of the resubdivision 2004PC037 to divide into five new parcels at Hwy 90 and Woodward Ave, Zoned T4L Ward 2. I have a home under construction across the street and feel that by dividing the land at the resubdivision into five new parcels it would not meet the standards and size of existing homes in the immediate are.

Thank You,
Kyle Hines
Sent from my iPhone

Ad Order Information

<u>Ad Number</u>	<u>Ad Type</u>	<u>Production Method</u>	<u>Production Notes</u>
0004614795-01	BLX-Legal Liner	AdBooker	

<u>External Ad Number</u>	<u>Ad Attributes</u>	<u>Ad Released</u>	<u>Pick Up</u>
		No	

<u>Ad Size</u>	<u>Color</u>
1 X 35 li	

<u>Product</u>	<u>Placement</u>	<u>Times Run</u>	<u>Schedule Cost</u>
BLX- SunHerald	0300 - Legals Classified	1	\$23.40

<u>Run Schedule Invoice Text</u>	<u>Position</u>
LEGAL NOTICE PUBLIC HEARING In conforman	0301 - Legals & Public Notices

Run Dates
04/08/2020

LEGAL NOTICE PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, April 23, 2020 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Resubdivision 2004PC037, by agent Fearn Property Specialist, LLC, tax parcels 07110-04-020.000 and 07110-04-021.000, Divide into five new parcels, Hwy 90 and Woodward Ave, Zoned T4L (General Urban Zone "Limited"), Ward 2

Planning Commission Approval 2004PC040, by agent James Stewart, tax parcel 0810F-01-050.000, Request for mobile home use, 15064 Martin Luther King Jr. Blvd, Zoned R-1-5 (Single-family), Ward 3
This the 1st day of April, 2020
Keith Williams, Chairman
City of Gulfport Planning Commission

CITY OF GULFPORT PLANNING COMMISSION

2004PC037

TRANSCRIPT OF TAPE RECORDED REMOTE HEARING

April 23, 2020

TRANSCRIPT OF TAPE RECORDING OF HEARING HELD BEFORE THE CITY
OF GULFPORT PLANNING COMMISSION HELD REMOTELY IN THE CITY
COUNCIL CHAMBERS, GULFPORT, MISSISSIPPI, ON THE 23RD DAY OF
APRIL 2020 COMMENCING AT 4:30 P.M. AND TRANSCRIBED BY
NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

COMMISSION MEMBERS PRESENT:

KEITH WILLIAMS, President
WILLIAM "PRINCE" JONES
BRANDON ELLIOTT
CHARLIE HEWES
JOHN ANTHONY
HAROLD SPANN
COLETTE TOWLES
TIMOTHY DAIGLE, JR.
DOUG HANCOCK

STAFF PRESENT:

GREG HOLMES
SU-LIN BOLIN
MATILDA WELCH
EMMA STRONG
CORY LONG

(COURT REPORTER NOT PRESENT)

1 * * *
2 (COURT REPORTER'S NOTE: Portions of the tape recorded
3 meeting were not clear, static in microphones, background
4 noises, and could not be clearly understood by the court
5 reporter, and such instances are noted as "inaudible" in the
6 transcript.)

7 * * *

8 1. Resubdivision 2004PC037

9 MR. LONG: Resubdivision 2004PC037 has been
10 timely and duly noticed as required by law. The applicant
11 requests to divide into five new parcels Highway 90 and
12 Woodward Avenue, zoned T4L, Ward 2. A copy of the packet is
13 hereby offered into the record.

14 MR. WILLIAMS: All right. Thank you.

15 Someone here to speak for this case tonight?

16 (Inaudible) but Mike, I haven't seen you in I
17 don't know when. You still working out in the mornings?

18 MR. FEARN: Yes, sir, I am.

19 MR. WILLIAMS: I apologize to everybody for
20 the friendly back and forth with Mike, but we used to see
21 each other at Planet Fitness, and this is the first time
22 I've seen him in a while. So anyway, go ahead with your
23 case, Mike.

24 MR. FEARN: I appreciate it. We have been
25 working closely or I've been working closely with Su-Lin and

1 the planning commission. We've actually spent several
2 months on making sure that we package these lots to meet all
3 the codes and requirements for its zoning.

4 So what we're doing is taking these two
5 parcels and converting them into three parcels. I assume
6 y'all have a map of the parcels themselves. The parcels
7 themselves will -- three of them will face Woodward Avenue,
8 and two of those will face onto Highway 90. So you'll have
9 two beachfront lots and three lots facing Woodward.

10 The lots meet all of the required codes,
11 setbacks, lot size minimum requirements, and those details
12 that were necessary for that time.

13 Be glad to entertain any questions.

14 MR. WILLIAMS: Any commissioners have any
15 questions for the applicant?

16 Mike, you're very familiar with that area, as
17 well as I am, and it certainly meets all the requirements of
18 the city and things. With these lots being subdivided to
19 this size, is it consistent with the other lots? I know
20 that's an area that's got some bigger lots, smaller lots,
21 and those things. But in your opinion, is it in harmony
22 with some of the other lots in the area?

23 MR. FEARN: Yes. There are lots north of
24 this property that are larger. But the zoning requires
25 that. The zoning here does not. What we're going to do is

1 keep the privacy of the lot itself. In other words, there
2 won't be any access from the main streets to the properties,
3 and everything will be rear-loaded, if I can use the words.

4

5 MR. WILLIAMS: Thank you, sir.

6 Any questions, Commissioners?

7 MR. FEARN: Just one comment. The other
8 subdivisions that are -- there's one that is next door and
9 then I cannot remember the name of the one on the other side
10 of the condominiums. I think you'll find in a lot of cases,
11 some of those lots will be less in size.

12 MR. WILLIAMS: Okay. Thank you.

13 All right, Mike. If anything comes up, we'll
14 bring you back up. Thank you, sir.

15 MR. FEARN: Thank you, sir.

16 MR. WILLIAMS: Do we have anyone else at the
17 meeting tonight to speak for the request?

18 All right. Do we have anybody to speak
19 against the request at the meeting tonight?

20 MR. JAMES WILLIAMS: Hello. My name is James
21 Williams. I live at 537 Woodward Avenue.

22 I'm against it. The development is way too
23 small, the lot size. It is not consistent with the area.
24 (Inaudible.)

25 MR. WILLIAMS: Okay.

1 MR. JAMES WILLIAMS: The other side, the west
2 side of the condominiums, the same thing. It's going to
3 decrease the property value and increase more traffic.

4 Everything I'm reading, it does not meet the
5 code for (inaudible.)

6 Also, I was not notified with a card when the
7 sign went up less than a month ago. I feel like this was
8 kept from the neighbors.

9 MR. WILLIAMS: Okay. All right. Anything
10 else, sir?

11 MR. JAMES WILLIAMS: No, sir. Any questions
12 for me?

13 MR. WILLIAMS: All right. That's what I was
14 going to ask. Commissioners, have you got any questions for
15 this person?

16 MR. DAIGLE: I do, Mr. Chairman. I'm hearing
17 like a humming in the background. And when I go to the
18 active speaker, John Anthony, my brother, I think it's your
19 mic that's picking up. I couldn't hear a whole lot of what
20 the applicant said. Because he's against it, I really did
21 want to hear.

22 (Static.)

23 MR. DAIGLE: Whatever you're doing right
24 there is coming through like crazy.

25 MR. WILLIAMS: Yeah. John Anthony, you can

1 go up to your mic on there and click it and it mutes it, and
2 then you can unmute it when you're ready to speak. So I
3 don't know if we're shuffling papers or whatever it is, go
4 up there and click your mic that's on your picture, and that
5 will mute it. And then be sure to click on that mic to
6 unmute it any time you want to speak. Is that all right?

7 MR. ANTHONY: Okay. Let's see if this --

8 MR. DAIGLE: See if that does any...

9 MR. WILLIAMS: Let's see if that's going to
10 work.

11 Sir, do you mind going back through your
12 initial comments? Commissioner Daigle did not get all the
13 comments, and I think it's important obviously if you're
14 against it. So do you mind going over those one more time
15 for us?

16 MR. JAMES WILLIAMS: Well, I heard about the
17 consistency and the size of the lots. It's very
18 non-consistent. All the lots are a lot larger. Myself, I
19 bought two 50 foot lots there and combined into one 100 foot
20 lot. These small lots are way too small for the area. It's
21 hurting our property values. There's another development
22 going up to the west of that has been stagnant for like the
23 last three years. Another one a little further west
24 mentioned, all the same thing. We don't need these little
25 cookie cutter small homes in our neighborhood.

1 Also, we were not notified like I believe we
2 were supposed to be. No one in the neighborhood got a card.
3 The sign went up less than a month ago.

4 And in T4L what Appendix A says different
5 square footage for the lots and different setbacks. I'm
6 being told today it's something different. Can you tell me
7 what information you've got on your website?

8 MR. WILLIAMS: Okay. Greg Holmes, I'm going
9 to lean on you for that answer if you have that. Could you
10 provide the gentleman with an answer if you would, please?

11 MR. HOLMES: Yeah. On our website
12 (inaudible) on Smart Code.

13 MR. JAMES WILLIAMS: Do you think we should
14 be notified beforehand by card?

15 MR. HOLMES: I know we notified everybody
16 within 160 feet. We put a sign on the property. It will be
17 in the Sun Herald 15 days prior.

18 MR. JAMES WILLIAMS: We were not notified nor
19 received cards. Also, the sign went up less than a month
20 ago.

21 MR. HOLMES: Well, the sign we put up as a
22 courtesy.

23 MR. JAMES WILLIAMS: Oh, I understand that.
24 But we didn't get notified by cards.

25 MR. HOLMES: What's your address?

1 MR. JAMES WILLIAMS: 537 Woodward Avenue.

2 MR. HOLMES: It looks like (inaudible).

3 MR. JAMES WILLIAMS: Sir?

4 MR. HOLMES: You (inaudible) 160 square feet
5 from the property. But I can show you where we notified.

6 We notified everybody within 160 feet of the property
7 according to requirement of state law.

8 MR. JAMES WILLIAMS: So I missed it by how
9 many feet?

10 MR. HOLMES: I'm not sure.

11 MR. JAMES WILLIAMS: I believe other people
12 close to me received the same thing but didn't receive a
13 card.

14 MR. HOLMES: I can see on my list here who
15 got notified. But like I say, you know, (inaudible.)

16 MR. JAMES WILLIAMS: Now, what's the problem
17 of keeping it like it is, two separate lots? I know the
18 builder wants to build five lots, but he would build ten
19 there if he could build ten there, make more money. Why
20 don't we keep it like it is?

21 MR. HOLMES: Due process, the applicant has
22 the right to come before this commission and ask. It's up
23 to this commission to make a recommendation to the City
24 Council, the governing body, to either accept it or deny
25 it.

1 MR. JAMES WILLIAMS: Appreciate y'all
2 hearing. Thank y 'all.

3 MR. WILLIAMS: Thank you. Appreciate you
4 showing up this afternoon.

5 Thank you, Greg. Appreciate your help on
6 that.

7 Anyone else here to speak against the
8 request?

9 MR. TRENT: My name is Robert Trent. I live
10 at 521 Woodward Avenue which is directly across Ford Alley
11 from the lots in question.

12 I, too, didn't receive any notification on
13 this at all, so I don't know. The only way I found out
14 about it was from Mr. Williams.

15 So I'm real concerned. I'm looking at the
16 TL4 (sic), as well, and the 7500 square foot lot size. I'm
17 not sure exactly how the Smart Code fits into this.

18 But one of the things that really is
19 concerning to me is the capriciousness of decisions and how
20 things are done in regards to what is required to build a
21 house in that area.

22 So we're talking about putting () house
23 ten foot from the setback on what you're talking about is
24 ten foot. I don't know how far it's going to be from Ford
25 Alley. But I have a four foot fence with slats in it that I

1 had to cut down because you couldn't see the street.

2 The other thing that's bothering me is
3 directly across from my driveway, from what I heard from the
4 gentleman who was up here -- I'm sorry, I don't remember
5 your name -- Mike. Basically he said that they're going to
6 be back loaded so that means that they're going to put a
7 road that services a driveway on the back of this property
8 so that the whole width of the property is about 104 feet.
9 So I'm not sure how much of that they're going to use.
10 Maybe it's going to be ten foot. I think the roads there at
11 Ford Alley are already ten foot.

12 I can't stop people from driving on my yard
13 the way that it is, and now you want to put a yard directly
14 in front of my driveway, remove a Live oak tree, and provide
15 access for who knows how many people are going to be driving
16 back and forth to get into these five houses that they want
17 to build.

18 I don't think it fits the neighborhood. I
19 think it's going to make it look junky. It's going to make
20 it look non-uniform. The houses that are there now are
21 built on stilts. They're high platform on quarter acre
22 lots, you know, around 10,000 square foot. And now we're
23 talking something that's going to look completely different,
24 and I think that it's going to cause too much traffic. The
25 roads that are there in front of my house are not built

1 already for the traffic that's coming through. And you're
2 just going to make it even worse by backloading into five
3 different properties down that one street. And where is the
4 turnaround going to be in there and everything else.

5 I mean, it just sounds like somebody hasn't
6 done enough research on how this is actually going to look
7 and how it's going to affect us that live there. I live
8 there full time. I moved here. I live in that residence.
9 I don't rent the residence. That's my house; that's my
10 home. And I don't want somebody on that one road directly
11 in front of my house that I already have the people driving
12 onto my yard daily because they can't fit vehicles through
13 Ford Alley as it is. And you're going to congest it even
14 more.

15 So that's the points that I would want to
16 make. And the other thing, like I said, was I wasn't --
17 there was no notice for me. And I had no idea anything
18 about this until last week when Mr. Williams told me

19 MR. WILLIAMS: All right. Thank you, sir.
20 Appreciate it. Thank you for showing up.

21 Anyone else here to speak against the
22 request?

23 MR. WYMAN: My name is David Wyman. I live
24 at 502 Woodward which is across the -- directly across the
25 street kitty-corner. And I also own a lot immediately in

1 front of my house which is on the other side of the easement
2 on the other side of Woodward Avenue.

3 My major concern is this. The Smart Codes as
4 I understand them for this area, and we know how badly the
5 Coast was impacted after Katrina and how much we craved to
6 see a revitalization of this area, but the Smart Codes were
7 put in place to maintain the beautification and the
8 consistency of the area in which the houses are built.

9 And these lots are completely inconsistent
10 with the five homes crammed into such a small space with
11 what's going on on both sides of the streets.

12 The council is welcome to drive down the
13 street, you'll see the two brand-new constructions going on
14 being built by Wallace Ladner. On the other side of the
15 street, directly opposite on that lot in the middle which
16 you can see from the diagram, that is a single story home on
17 pilings which is no more than 30 feet high I think at the
18 eave of the roof. And it's 2100 square feet, maybe less,
19 maybe it's 1800 square feet.

20 What I'm saying is these are single story
21 elevated homes on both sides of this proposed development on
22 lots which are considerably larger. And if T4L means that
23 the elevation of these houses can go up 45, 50 feet, then
24 this is just lunacy in respect to what is already here in
25 the neighborhood.

1 I don't want to stop anybody from developing
2 anything. I love Gulfport. I want to see it being
3 revitalized. But I want to see it done in a sensible way
4 that doesn't affect the property values, the views, and the
5 general traffic, because a lot of people walk down Woodward
6 to go to the beach. The last thing we need is another 50
7 cars an hour.

8 Thank you.

9 MR. WILLIAMS: All right. Thank you, sir.
10 Appreciate you showing up. Thank you.

11 Anyone else here to speak against the
12 request?

13 MR. SEPULVADO: Hello. My name is Anthony
14 Sepulvado. My property address is 605 Woodward Avenue which
15 is just directly south of that.

16 My very first concern is we were not
17 notified. We were notified about the subdivision -- the
18 potential resubdivision across the street. We were notified
19 about a subdivision that was to the I guess the west of us,
20 a little north of that, that was resubdivided. We did not
21 receive any notification of the resubdivision of the
22 property that's further away from the property that we're
23 actually talking about now. So I did receive notification
24 of that. We did not receive any notification here.

25 So I'm going to reiterate what the three

1 people before me just said. One, everything online shows
2 that it's a totally different type of criteria than what
3 we're hearing today. I purposely bought a lot that was 85
4 feet wide because I wanted that extra land, I wanted that
5 property value to increase. I wanted to develop something
6 in the area that would actually add to the value in the
7 future.

8 We love Gulfport. I was the first one of
9 these guys that actually started to develop here. We want
10 to retire here. It's a beautiful community. I don't think
11 that the lot size is going to add any value to our
12 community. Yes, my property value may go up, but that's not
13 what I'm looking for. I'm not looking for an increase in
14 property value.

15 I also have a major concern that there's
16 actually a beautiful oak tree that's right there in the path
17 along Ford Alley that, you know, may be removed at some
18 point, even though it may be necessary, it may not be
19 necessary, it may be legal, it may not be legal. At the end
20 of the day, there's going to have to be some kind of
21 certification that that's not going to happen.

22 There's also a 20 foot easement that's going
23 to go into the property which is going to reduce that size.
24 Ford Alley right now is a very tight corner. I have other
25 neighbors, I'm actually right at the corner of Ford Alley

1 and Finley. I have people turning constantly, you know,
2 very close to my fence. I pulled my fence back between two
3 and four feet depending on the size because people were
4 getting way too close to it. So I put a fence there to keep
5 people out of my property.

6 Now we're talking about adding more traffic
7 into that alley. Right now we can't even keep the people
8 out of the potential subdivisions that are not even built
9 yet there off of other people's property.

10 Gulfport was actually contacted. They put a
11 two-way sign to try to help with that. Unfortunately, I
12 don't really think that that's helped at this point in time
13 even though we're only talking about a week.

14 So we're adding five properties where two
15 would be. If two properties go up in there, I would be more
16 than happy to support that. But to actually have five
17 properties go into that with the shrinkage of the size, I am
18 definitely not for that.

19 All the properties in that area on Woodward
20 Avenue are not close to that size. They're not close to
21 that size on the square footage.

22 I understand the different criterias. I went
23 through all the ups and downs of the actual Smart Code.
24 Didn't necessarily love it at the time. But once I
25 understood what Smart Code was actually trying to do, I

1 embraced it and I loved it and I still love it because it
2 determines the integrity of our subdivision, our area, and
3 our future.

4 So thank you very much for having us. i
5 would really like someone to look into why we weren't
6 notified, why I was notified of other instances, but not
7 this instance. We can say that I was three foot out, I was
8 five foot out, but quite honestly I have -- I can't even say
9 the word, I'm sorry, forgive me -- I was notified on
10 something else that was actually changed that's further away
11 from this property. So it doesn't make sense to me why I
12 wasn't actually notified on this particular property since
13 it is closer to my actual residence.

14 And again, we have three other neighbors here
15 that nobody was notified. So the true neighborhood hasn't
16 had an opportunity to voice our opinion.

17 So thank you very much. I appreciate it.

18 MR. WILLIAMS: All right. Thank you. I
19 appreciate your showing up. Thanks.

20 Anyone else here to speak against the
21 request?

22 MR. LONG: I believe that's it, Mr. Williams.

23 MR. WILLIAMS: All right. That sounds good.

24 As is customary on this, I would ask Mr.
25 Fearn if he had anything that he wanted to add to some of

1 the comments that were given as objections. Anything you
2 can do to discuss some of those.

3 MR. FEARN: First, do any of the
4 commissioners have any questions on what was said?

5 MR. WILLIAMS: Commissioners, any questions
6 on what was said by any of the people speaking tonight that
7 we may want to address? And we can ask those of Mr. Fearn,
8 or when he's finished with his comments, we can direct those
9 directly to Greg, one or the other.

10 MR. HEWES: I'll go ahead and throw one out
11 there. Mr. Fearn, this is Charlie Hewes. I just had a
12 question about the oak tree that's been mentioned a number
13 of times. I don't even know how big it is, but I was
14 curious as to know what your intentions are with it.

15 MR. FEARN: We don't think -- let me first
16 say this about the oak tree. It's not a small -- a large
17 oak tree. It's still a Live oak. But it's also -- a lot of
18 the bark system and everything on the -- that would be the
19 south side underneath the limbs is in bad shape. So we'll
20 have to have it checked, you know, when the buyer of that
21 property wants to get it. And also a portion of it may
22 actually sit in the side setback, and it may require that
23 the tree just be trimmed in order for a unit to be built --
24 for the house to be built on that property where it sits.

25 MR. HEWES: Thank you.

1 MR. WILLIAMS: Are there any other questions?

2 MR. JONES: I have a question. Coach Jones.
3 I have a question; I have a comment.

4 I know the area real well, and I notice the
5 traffic has began to pick up out there. But Greg, this is a
6 question for you.

7 The dimensions clearly are all right for them
8 to build the subdivision, the other homes?

9 MR. HOLMES: Yes, sir. The lot widths
10 actually exceed code requirements, and so does the square
11 footage.

12 MR. JONES: Okay. Now, the ones that was in
13 concern about it, did they know the dimensions before they
14 built their homes out there?

15 MR. HOLMES: Some of these homes are
16 preexisting, and some of the lots are preexisting, so some
17 of the homes were built on lots that were prior to Smart
18 Code. We got a development that's to the west, and we got
19 other developments farther down the road, those are newer
20 subdivisions that met the new requirements.

21 MR. JONES: Well, the only comment I'd just
22 like to make on that. I ride by there every day, and I just
23 hope we can keep the beautification that's started to
24 develop in that area.

25 Thank you.

1 MR. WILLIAMS: Thank you, Coach Jones.

2 Another question?

3 MR. DAIGLE: Yeah. Tim Daigle.

4 So can you put the other map back up of
5 actually how this is going to be subdivided? There you go.

6 So can you explain to me on this map where
7 that access road you'd be looking at to backloading these
8 properties?

9 MR. FEARN: Yes. You want me to explain it
10 to you?

11 MR. WILLIAMS: Yes, Mike.

12 MR. FEARN: Do you see off of Ford Alley
13 where it says easement 20 foot width on that little plat?

14 MR. DAIGLE: Yes.

15 MR. FEARN: He's marked it all in yellow so
16 that's great.

17 So the reason we're doing this is that we're
18 not going to create any access to this -- to any of these
19 lots off of the street. Everything is going to be rear
20 loaded, including the garages. In other words, each one of
21 these units will have a minimum of a double car garage at
22 the rear and that will be their access, of course, off of
23 the easement. The easement is not a dedicated city street.
24 It is an easement on the property. It's going to be 20 foot
25 in width. I mean, we're going a little beyond what we need

1 but that's where all the traffic comes in and goes out. It
2 will also be one way. In other words, we're going to
3 require that they come in off Ford Alley and they exit out
4 onto Woodward. But they can't go either way on the
5 easement. It's going to be a one way road for safety. And
6 that is going to be unique to a lot of the people wanting to
7 buy these properties simply because they have very easy
8 access right into their unit.

9 MR. DAIGLE: So proportionately looking at
10 this, and I can't see any of the dimensions, and I've been
11 trying to pull this up with my packet for a while on my
12 desktop.

13 But the front two lots facing the street,
14 those look a little bit more proportional to kind of what
15 I'm seeing the rest of this area. Those back three, though,
16 that from what I'm seeing, they do look substantially
17 smaller; is that correct?

18 MR. FEARN: You're talking about the ones
19 facing Woodward?

20 MR. DAIGLE: Yeah, the three facing Woodward
21 versus the two that will be facing 90.

22 MR. FEARN: Yes, they are. They are smaller,
23 and they also, again, exceed the lot size requirement and
24 the code requirements for that.

25 MR. DAIGLE: Okay.

1 MR. WILLIAMS: Okay.

2 MR. FEARN: I wanted to add this for
3 everybody. I don't know if any -- some of the property
4 owners that have filed an objection are actually within the
5 mailing notice. That I do not know. But these units going
6 to be built here, the variety is what these codes are all
7 about, the variety of looks, variety of lot sizes, setbacks,
8 all of these things add to the neighborhood.

9 And part of the things that we're going to
10 have to do is you can see right there on Highway 90, we have
11 to create a 25 foot landscape buffer there for the two units
12 that are going to be built.

13 So there's a lot of extra going here, and
14 there's going to be a lot of privacy in the fact of the way
15 it's designed. It is compact, but it exceeds code.

16 MR. WILLIAMS: Brandon, you have a question?

17 MR. ELLIOTT: Yeah. So there's no variances
18 being requested. Or I didn't see any, and I'm pretty sure.
19 I just wanted to verify that.

20 MR. FEARN: No variances, no warrants to be
21 asked for.

22 MR. ELLIOTT: Okay. Thank you.

23 MR. WILLIAMS: All right. Commissioners, any
24 other questions?

25 MR. HEWES: Keith, can I throw one more out

1 there? This is Charlie Hewes again.

2 Mr. Fearn, I'm looking at this, and probably
3 I'm thinking it's going to resemble something like those --
4 the houses behind Shaggy's in Gulfport on Highway 49 on the
5 15th Street area. Is this the same type concept that I'm
6 envisioning?

7 MR. FEARN: You know, it's going to be really
8 hard. You're saying Shaggy's? Bear with me. Oh, yes.

9 MR. HEWES: Just west of Bradford-O'Keefe
10 Funeral Home on 15th Street.

11 MR. FEARN: Yeah. It will be, of course,
12 they're raised construction. We're looking at them as
13 single and two stories. Nothing any more than that.

14 You cannot build in these locations because
15 of the foundation requirements without doing these ten foot
16 ceilings downstairs, bottom the same, at least nine second
17 floor, and putting all the bells and whistles. They've got
18 all the covering -- in other words, the codes are going to
19 require in the actual construction of the units that you
20 create an envelope, in other words, you really don't see the
21 garages, you won't see the different things that are there.
22 You're seeing the landscapes and you're seeing the covering
23 and the mirror effect of the exteriors.

24 I have a pdf I brought but we'd have to be
25 pulling up pictures and trying to go through that to show

1 it.

2 But to answer your question, yes, in a lot of
3 ways, but also differently done because we have some other
4 unique plans.

5 MR. HEWES: Okay. Thank you.

6 MR. WILLIAMS: Any other questions,
7 Commissioners?

8 All right, Mike, thank you. Appreciate it.

9 MR. FEARN: Thank you.

10 MR. WILLIAMS: All right. Commissioners, any
11 questions, any further questions for Greg or the staff,
12 anything that you want to discuss as commissioners before we
13 get ready to ask for a motion and take a vote on this?

14 All right. If not, I would ask the
15 commissioners, then, if somebody would make a motion as to
16 what you want to do with this case, please.

17 MR. HEWES: Mr. Chairman, this is Charlie --
18 go ahead, Brandon.

19 MR. ELLIOTT: Go ahead.

20 MR. HEWES: I just want to identify myself
21 for the record.

22 I know there are some neighbors who don't
23 like this, but it looks like a very reasonable development
24 that's going to meet the codes and meet the requirements.

25 So with that being said, I move that we

1 approve this request -- and you're going to have to forgive
2 me, I don't have the number in front of me as I can't pull
3 up the packet right now, so whatever this plan number is.
4 Greg Holmes, if you can tell me what it is or someone else,
5 that would be great.

6 But again, it's 2004PC037. To restate that,
7 I move that we approve this request.

8 MR. WILLIAMS: Thank you, Charlie. Do we
9 have a second?

10 MR. JONES: Prince Jones, second.

11 MR. WILLIAMS: All right. We've got a motion
12 by Charlie and a second by Coach Jones to approve. Any
13 further discussion from the planning commissioners?

14 All right. If not, we're going to go through
15 with the vote. And Charlie and Coach Jones, I'm going to
16 ask y'all what your vote is, as well, even though you made
17 the motion, I'm assuming you're voting for it. So Charlie,
18 you're voting yes on your own motion?

19 MR. HEWES: Yes, I am.

20 MR. WILLIAMS: All right. Coach Jones,
21 you're voting yes on your second of that motion?

22 MR. JONES: Yes.

23 MR. WILLIAMS: All right. Brandon, how do
24 you vote?

25 MR. ELLIOTT: Yes.

1 MR. WILLIAMS: All right. Reverend Spann?

2 MR. SPANN: Yes.

3 MR. WILLIAMS: All right. John Anthony?

4 MR. LONG: Mr. Williams, it appears that Mr.
5 Anthony, his microphone is muted. We can see him trying to
6 speak, but we cannot unmute.

7 MR. ANTHONY: John Anthony was able to find
8 the unmute button.

9 And pardon me, Mr. Chairman, I was actually
10 trying to address something. And if you don't mind, please
11 forgive me, what I wanted to address was a couple of things
12 if you don't mind.

13 MR. HOLMES: Got a motion --

14 MR. WILLIAMS: I'm going to hold off unless
15 you think it's just dire to your decisionmaking. You know,
16 Rules of Robert's Order, once you finish your discussion and
17 you get a motion and a second and then you go through the
18 discussion, there's no discussion and you're in your vote,
19 you're not to have any further discussion at that point.

20 But because of the uniqueness of the
21 situation, we can suspend those Rules and have you answer or
22 ask the question if you feel that there's dire need for you
23 to make a decision.

24 MR. ANTHONY: Yes, sir. The segment in
25 regards to what I heard over the course of the discourse was

1 dealing with no one was saying they received any
2 notification from the city. And I wanted to address that
3 with the persons who had those questions or problems and
4 concerns.

5 One, I have personal notice of the city will
6 make sure the staff has hand delivered me my packets or
7 information in regards to anything that is going on. So I
8 want to try to confirm that our city staff does a really
9 great job. And just as you said, Mr. Chairman, that these
10 are some unique times that we're in, so I'm not sure where
11 between the staff and the citizens, the residents, receiving
12 that information may have failed, and if there was a
13 failure.

14 I wanted to make sure I addressed that
15 because our city staff for the planning department does a
16 tremendous job. I have firsthand witnessed that.

17 MR. WILLIAMS: Okay.

18 MR. ANTHONY: The second concern was
19 something with a Live oak. And I also wanted to address
20 that just because there is a tree arborist who takes care of
21 that with the city. So I believe that somehow dealing with
22 the planning and the development part of it, that should be
23 addressed there.

24 And then the only thing I had a concern with
25 was with the persons who were -- had something against this,

1 the only thing that I wanted to know from them was was it in
2 regards to the development in particular or the size of the
3 lots, meaning that are they against development, or are they
4 against basically the size of the lots that we are asking
5 for resubdivision on.

6 MR. WILLIAMS: Yeah. John Anthony, that's
7 something I'm definitely not going to go back to bringing
8 the residents back up as that should have been done. So be
9 sure you find that mute button and know how to unmute it on
10 the next case.

11 But I think most of what they were saying was
12 it was the number of lots, the size, because of the number
13 of lots, and the traffic, and too many residences being
14 built on that piece of property.

15 I don't think they would be opposed to a
16 lesser amount which would be the same, you know,
17 development, but a lesser amount. I think what their
18 concern was was with the size of the lots which allowed them
19 to do five residences here as opposed to three or possibly
20 four.

21 MR. ANTHONY: Yes, sir. Mr. Chairman, you
22 know, I understand what you're saying. Thank you so much.
23 My vote would be yea or yes.

24 MR. WILLIAMS: Thank you, John Anthony. I
25 appreciate it, sir, appreciate it.

1 All right. Doug Hancock?

2 MR. HANCOCK: Yes.

3 MR. WILLIAMS: All right. Colette Towles?

4 MS. TOWLES: Yes.

5 MR. WILLIAMS: All right. Tim?

6 MR. DAIGLE: Yes.

7 MR. WILLIAMS: All right. So according to my
8 marking here, that was everyone that is at the meeting has
9 voted yes for it. Is anyone that has joined the meeting,
10 either B.J. or Ms. Virginia, that heard the discussion and
11 wanted to vote one way or the other?

12 So I'm just confirming that there are no no
13 votes on this motion. All right. That being the case, the
14 motion passes unanimously and the case has been approved.

15 Thank you all so much.

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BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2004PC037

COURT REPORTER'S CERTIFICATE

I, Norma Jean Ladner Soroë, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have transcribed the tape recording of the remote hearing held before the City of Gulfport Planning Commission and that the foregoing 28 pages constitute a true and correct transcription to be best of my ability of said hearing held on the 23rd day of April 2020.

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

Witness my signature this the 26th day of May 2020.

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter



Office of Comptroller/ City Clerk
P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705
Fax: 228-868-0323

Memorandum

TO: The Honorable Mayor and City Council
CC: John Kelly
FROM: Gerard Bellocq
DATE: June 5, 2020
RE: Changing the Grade for the Finance Manager from Grade 206 to Grade 208

I am requesting approval to raise the salary grade for the Finance Manager from Grade 206 to Grade 208, with a salary range of \$53,298-\$75,991. Travis Hart, Finance Manager, has exhibited the initiative to take on additional duties whenever the need arises. These additional duties include serving as the accountant for the GRC Board, assuming responsibility for the GOMESA and Restore Act Grants for the MS Aquarium and taking on a number of auditing roles which include coordinating the Annual Audit and reconciling audit schedules. Travis has proven his ability and has the work ethic that is definitely needed as a strong Finance Manager. This is an individual that is a real asset to the City of Gulfport.

I have attached a copy of Travis's resume for your reading.

Your consideration for approval will be greatly appreciated.

TRAVIS WAYNE HART

11076 Jolly Road
Biloxi, MS 39532
(228) 297-2223
TravisWayneHart@gmail.com

Education

Master of Business Administration, The University of Southern Mississippi

- GPA 4.0
- Received Outstanding MBA Graduate Award
- Member of Phi Kappa Phi Honor Society

B.S.B.A., Banking and Finance, The University of Southern Mississippi

- Magna Cum Laude, GPA 3.7
- Chartered Financial Analyst Society Scholarship Award
- Joseph F. Boardman, Jr. Excellence in Banking Scholarship
- Mississippi Young Bankers Scholarship
- Honors member of International Financial Management Association

B.S.B.A., Accounting, The University of Southern Mississippi

- Magna Cum Laude, GPA 3.7
- Member of Beta Gamma Sigma Honor Society
- Member of Gamma Beta Phi Honor Society

Certifications

- Certified Public Accountant – Number #7475
- Certified Fraud Examiner Candidate
- Microsoft certified in Excel

Employment History

City of Gulfport Gulfport, MS

- City Finance Manager
- Oversee the city's internal audit function
- Act as liaison between all departments and independent external auditors
- Actively involved with all City financial functions for all funds and accounts
- Maintain all official accounting and financial records to conform to Generally Accepted Accounting Principles
- Ensure that all state statute accounting policies are followed by all departments
- Responsible for accounting for all capital projects for the City
- Perform special studies, such as expense analysis and cash flow issues
- Ensure that citywide purchases conform to state statute and City purchasing policy
- Analyze and interpret fiscal and accounting records and prepare comprehensive financial statements and reports
- Maintain effective working relationships with department heads, other employees, public officials and the general public
- Ensure that the City Financial Statements are in compliance with Generally Accepted Accounting Principles along with State, Federal and other regulatory standards
- Review and approve monthly reconciliations as part of the financial reporting cycle. Identify and resolve all reconciling differences in a timely manner
- Interact with auditors as liaison to ensure the internal controls are in compliance with the guidelines set forth by the programs and grants the City manages
- Consolidate, formulate and analyze individual department budget requests into a total Annual Budget request. Analyze historical budgetary data in comparison to projected fiscal year program objectives and goals
- Model, manage, analyze and review financial data through the use of various analytical tools
- Develop financial analytical reports to present data to management and elected officials
- Ensure specific grant requirements are met and prepare monthly reports to federal, state and local agencies

TRAVIS WAYNE HART

11076 Jolly Road
Biloxi, MS 39532
(228) 297-2223
TravisWayneHart@gmail.com

Wright, Ward, Hatten & Guel, PLLC

- External Auditor – Governmental Entities
- Carried out audits of Cities and Counties
- Prepared governmental financial statements
- Ensured compliance with federal and state grant requirements
- Evaluated internal controls of governmental entities to ensure state auditor guidelines were followed
- Examined accounting records and recommended proper adjusting journal entries to record keeping
- Worked with multiple departments simultaneously to ensure compliance with state law purchase requirements
- Developed and implemented strategies to detect fraudulent activity
- Presented findings and recommendations to responsible officials

Mississippi Department of Revenue

- Field Auditor – Sales and Income Tax
- Selected audits using research methods and statistical comparison
- Interviewed auditees and gathered documentation and information needed
- Evaluated internal controls and developed audit engagement plan
- Carried out field work and extended procedures when necessary
- Extrapolated missing information from available documentation
- Prepared work papers and reported conclusions based on evidence obtained
- Developed opinions and recommendations and delivered results of audit to auditees
- Extensive knowledge of state laws and regulations
- Worked under consistently changing conditions
- Maintained good relationships with auditees in difficult situations

Virginia College

- Professor of Accounting and Finance
- Classes taught include Accounting I, II, Electronic Accounting Systems, and Financial Analysis
- Developed curriculum, presentation materials and assignments for classes

University of Southern Mississippi

- Graduate Assistant for Finance Department
- Teaching assistant for Finance Department
- Tutor for Finance and Accounting Departments

Universal Motors

- Found, owned and operated automobile dealership and automotive performance facility
- Procured all inventory amounting to over \$1,000,000 yearly
- Handled all sales documentation, including government compliance

United States Army

- Combat Medical Specialist
- Received secret government security clearance
- Learned to work under adverse conditions to complete any task

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: June 5, 2020

Re: Zoning Map Amendment 2006PC055, by agent Brian Bolis, tax parcel 0810K-02-003.000,
Request to rezone from B-2 (General business) to I-1 (Light industry), 3811 25th Ave,
Ward 3

Planning Commission recommendation: To approve applicant request.

Motion: Hewes

Second: Jones

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

Action: Motion carried unanimously.

Speaking for the Petition:

1. Brian Bolis

Speaking against the Petition: None

On May 28, 2020, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for June 16, 2020.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2006PC055

Hearing Date: May 28, 2020

Current Zoning/Use: B-2 / Vacant commercial structure

Legal: Zoning Map Amendment 2006PC055, by agent Brian Bolis, tax parcel 0810K-02-003.000, Request to rezone from B-2 (General business) to I-1 (Light industry), 3811 25th Ave, Ward 3

TECHNICAL DETAILS

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

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

According to the Mississippi case law:

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

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

Technical Report

Zoning Map Amendment

The applicant requests to rezone approximately 2.76 acres of commercially zoned property from B-2 (General business) to I-1 (Light industry). This property was previously zoned I-1 but was adjusted by a Map Amendment in November of 2016 (Case 1609PC125). No licenses or occupancy inspections were started with the City since the rezoning.

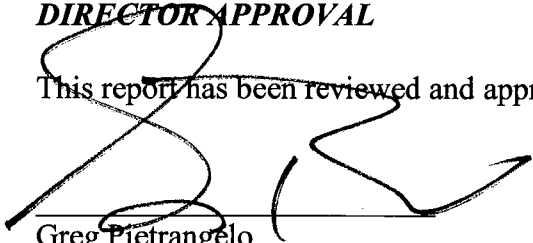
According to the City's 2002 Comprehensive Plan, this area was intended to remain industrial on the future land use plan. As presented, the applicant has omitted to include information on any specific tenants; however, a development schedule is presented that states the building "will be renovated and occupied" by July 31, 2020.

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

- (a) Error is not indicated by the applicant.
- (b) Change in conditions is a justification for the request indicated by the applicant as it is required by state case law. As stated "there is an increasing demand for well located industrial buildings in the 8,000 sf to 12,000 sf range but the availability of supply is nearly non-existent." Further, the applicant goes on to mention that COVID-19 "will rearrange many segments of our economy."
- (c) Increased need for sites is addressed as a justification by the applicant. They indicate that it is "necessary and desirable" for more I-1 zones.
- (d) Annexation is not applicable to this site nor are any statements provided by the applicant.
- (e) Ordinance changes are not indicated by the applicant.

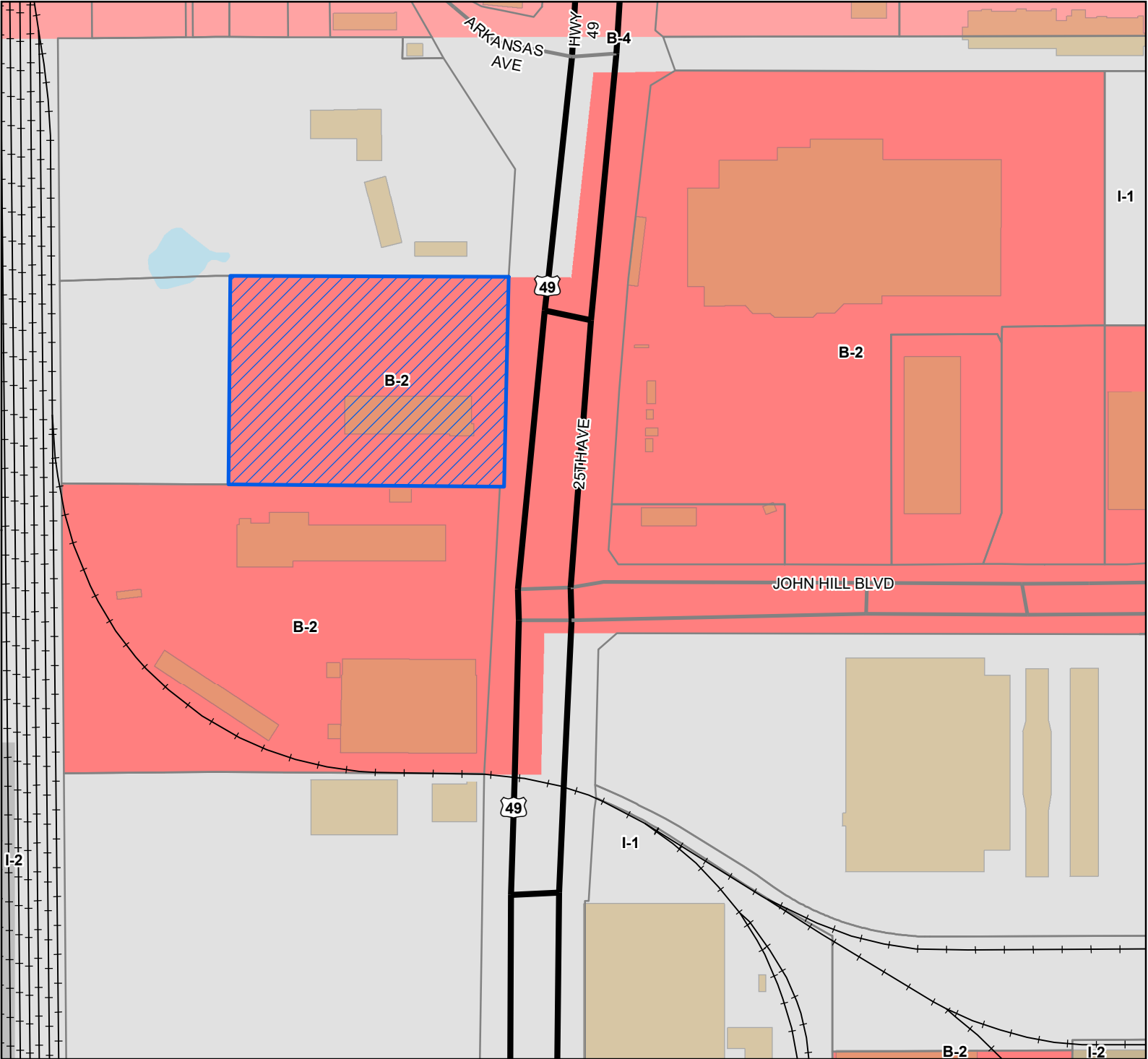
DIRECTOR APPROVAL

This report has been reviewed and approved by:



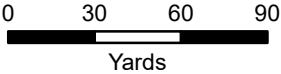
Greg Pietrangelo

Director of Urban Development Department



- Site
- US or State Highway
- Street
- Railroad
- Parcels
- Buildings
- Zoning**
 - B-2 - General Business District
 - B-4 - Highway Business District
 - I-1 - Light Industry District
 - I-2 - Heavy Industry District
 - Water Features

Site Information
0810K-02-003.000
Zoning: B-2 (General Business)
Size: 2.76 acres
Flood: X



1 inch = 200 feet



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



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

For Staff Use Only

Case File #: 2006PL 055Date Received: 4/21/

Receipt #: _____

Received By: CLZoning: B-2Ward: 3 Flood: _____

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

Property Information

TAX PARCEL #

0	8	1	0	4

 -

0	2

 -

0	0	3

 .

0	0	0

(If necessary, use separate sheet of paper)

Address of Property Involved: 3811 25th Ave., Gulfport, MS 39501Lot(s) _____, Block(s) _____, Subdivision N/AGeneral Location: 25th AVE. (HWY 49) + JOHN HILL ROAD**GENERAL DESCRIPTION OF REQUEST:**REZONE TO I-1**OWNERSHIP AND CERTIFICATION:**

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

OWNERARITA SPRINGS PROPERTIES LLC

Printed Name Of Owner

1686 BEACH BLVD.

Mailing Address

BILOXI, MS 39531

City

State

Zip code

228-243-9007

Home Phone

Work/Cell Phone

ITALCHIN @ AOL.COM

Email

Signature Of Owner

AGENTBRIAN P. BOLIS

Printed Name Of Agent

2300 14th STREET

Mailing Address

GULFPORT, MS 39501

City

State

Zip code

228-233-6720

Home Phone

Work/Cell Phone

brian @ SAWYER COMMERCIAL.COM

Email

Signature Of Agent

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



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

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

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

NAME OF OWNER (PRINT) ABITA SPRINGS PROPERTIES, LLC

ADDRESS (STREET, CITY, STATE, ZIP CODE) 1686 BERRY BLVD., BILLY, MISS 39531

PHONE # (H) 228-243-9007 (W) _____

TAX PARCEL NUMBER(S) OWNED 0810K-02-003.000

SIGNATURE: 

NAME OF OWNER (PRINT) Rick

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: _____

NAME OF OWNER (PRINT) _____

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

PHONE # (H) _____ (W) _____

TAX PARCEL NUMBER(S) OWNED _____

SIGNATURE: 1

(Use additional forms as needed)

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

4/16/20

3811 25th Ave., Gulfport, MS 38501

APPLICATION FOR ZONING CHANGE
SUBMISSION REQUIREMENTS:

F-3 Increase in need for site -

There is an increasing need for industrial sites that make it necessary and desirable to return the subject property to its original classification of I-1.

G-1 The applicant is the fee simple owner.
The Agent is the Listing Broker

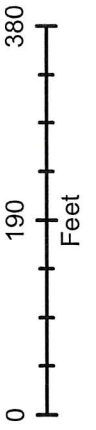
G-2 There is an increasing need for conveniently located industrial sites and for which the subject was originally used.

G-3 The property will be renovated and occupied by a needed business for the city within or NLT 7-31-20

G-4 To change the zoning from B-2 to I-1 its previous classification.

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP. TAL FLURRY, TAX ASSESSOR.

MAP DATE: December 19, 2019



Cory Long

From: Brian Bolis <brian@sawyernet.com>
Sent: Monday, May 11, 2020 10:55 AM
To: Cory Long
Subject: 3811 25th Ave., Gulfport

Caution! This message was sent from outside of the City of Gulfport email system. Be careful where you click.

Cory, In connection with the Submission Requirements Form Item F-2, please note the following:

There is an increasing demand for well located industrial buildings in the 8,000 sf to 12,000 sf range but the availability of supply is nearly non-existent. The Covid-19 pandemic will rearrange many segments of our economy but especially the retail and industrial segments of commercial real estate. It appears that the demand for retail will diminish but industrial will continue its robust growth path. The subject property was originally zoned I-1 and was changed in 2016 at the request of a tenant who subsequently cancelled his agreement to lease the property. The building with its multiple docks and large warehouse space on 2.7 acres is ideal for light industrial uses that also need highway traffic exposure and convenience.

Thank you.



Brian P. Bolis, CCIM
Senior Vice President

2300 14th St.
Gulfport, Mississippi 39501
www.NAISawyer.com

tel (228) 822-1314
cell (228) 233-6720
brian@naisawyer.com

Build on the power of our network.™

NAI Global is one of the world's leading providers of commercial real estate services. NAI manages a network with 5,000 professionals and 350 offices in 55 countries worldwide. We bring together people and resources wherever needed to deliver outstanding results for our clients, and complete over 5 billion in transactions annually. Our clients come to us for our deep local knowledge. They build their businesses on the power of our global managed network. Consider the environment -- please think before you print

RE: Zoning Map Amendment 2006PC055, by agent Brian Bolis, tax parcel 0810K-02-003.000, Request to rezone from B-2 (General business) to I-1 (Light industry), 3811 25th Ave, Ward 3

To Whom It May Concern:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, May 28, 2020**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, May 28, 2020**. A map showing the location of the property involved is located at this website. If you have any questions or comments, please contact this office at the phone number 228-868-5710 or email planners@gulfport-ms.gov. Finally, the application is available for viewing in the Planning Division office at 1410 24th Avenue.

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
N	87776	0810K-02-003.000	ABITA SPRINGS PROPERTIES LLC	1686 BEACH BLVD	BILOXI	MS	39531
			BRIAN BOLIS	2300 14TH ST	GULFPORT	MS	39501
			Adjacent Property Owners				
	100041	0810K-01-001.001	84SLBI LLC	1019 ROUTE 519	EIGHTY FOUR	PA	15330
	21701	0810K-02-004.000	COHEN EDWARD	11511 SAVANNAH PL	GULFPORT	MS	39503
	107747	0810K-01-001.005	MOBAMA LLC	1918 N MCKENZIE ST	FOLEY	AL	36535
	118581	0810L-01-005.000	OASIS REAL ESTATE INVESTMENTS INC	239 COWAN RD	GULFPORT	MS	39507
	21695	0810K-02-002.000	OCEAN MARINE GROUP INC	5927 WASHINGTON AVE	OCEAN SPRINGS	MS	39564
	140961	0810K-01-001.022	WAFFLE HOUSE INC	5986 FINANCIAL DR	NORCROSS	GA	30071

Ad Order Information

<u>Ad Number</u>	<u>Ad Type</u>	<u>Production Method</u>	<u>Production Notes</u>
0004642491-01	BLX-Legal Liner	AdBooker	

<u>External Ad Number</u>	<u>Ad Attributes</u>	<u>Ad Released</u> No	<u>Pick Up</u>
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<u>Ad Size</u>	<u>Color</u>
1 X 45 li	

<u>Product</u>	<u>Placement</u>	<u>Times Run</u>	<u>Schedule Cost</u>
BLX- SunHerald	0300 - Legals Classified	1	\$30.36

<u>Run Schedule Invoice Text</u>	<u>Position</u>
LEGAL NOTICE PUBLIC HEARING In conforman	0301 - Legals & Public Notices

Run Dates
05/13/2020

LEGAL NOTICE PUBLIC HEARING

In conformance with Section VIII of the Comprehensive Zoning Ordinance of the City of Gulfport, Mississippi, 1979 as amended, notice is hereby given advising that the Gulfport City Planning Commission will hold a public hearing in the City of Gulfport, Mississippi at 4:30 P.M., Thursday, May 28, 2020 in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Planning Commission Approval 2005PC048, by owners Aaron & LeAnne Baye, tax parcel 09071-03-022.000, Request for mobile home use, Kelly St, Zoned R-1-5 (Single-family), Ward 6

Resubdivision 2005PC052, by agent Heinrich & Associates, tax parcel 0808F-03-001.009, Divide into two new parcels, 505 N Wilson Blvd, Zoned R-1-10 (Single-family), Ward 7

Zoning Map Amendment 2005PC053, by agent Dennis Stieffel 7 Associates, P.A., Inc, tax parcels 0711P-01-001.001 and 0711P-01-001.000, Request to rezone from T5 (Urban Center Zone) to T4+ (General Urban Zone "Plus"), W Beach Blvd, Ward 2

Zoning Map Amendment 2006PC055, by agent Brian Bolis, tax parcel 0810K-02-003.000, Request to rezone from B-2 (General business) to I-1 (Light industry), 3811 25th Ave, Ward 3

This the 6th day of May, 2020

Keith Williams, Chairman

City of Gulfport Planning Commission

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, TO REZONE CERTAIN PROPERTY FROM ITS PRESENT ZONING CLASSIFICATION OF B-2 (GENERAL BUSINESS) DISTRICT TO I-1 (LIGHT INDUSTRY) DISTRICT

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that ad valorem tax parcel number 0810K-02-003.000, which is generally described as being located north of John Hill Boulevard, south of Arkansas Avenue, east of 34TH Avenue, and west of and adjacent to 25TH Avenue, should be rezoned from its present classification of B-2 (General Business) District to I-1 (Light Industry) District. The Case File Number is 2006PC055.

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

SECTION 1: That the Official Zoning Map of the Comprehensive Zoning Ordinance of the City of Gulfport, adopted the 29th day of June, 1979, as amended, be and the same is hereby amended to provide that the following legally described property **be rezoned from its present classification of B-2 (General Business) District to I-1 (Light Industry) District.**

Ad valorem tax parcel number 0810K-02-003.000 is legally described as:

Land and buildings situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, to-wit:

Three parcels of land situated in the NW 1/4 of the NE 1/4 of Section 33, Township 7 south, Range 11 West, to-wit:

Parcel A. Commencing at the NW corner of the NE 1/4 of Section 33, Township 7 South, Range 11 West and running thence East along the North line of said NE 1/4 a distance of 417 feet, thence South 00 degrees 20' West a distance of 349 feet to a point of beginning, thence North 89 degrees 43' West a distance of 400 feet thence South 00 degrees 20' West a distance of 50 feet, thence South 89 degrees 43' East a distance of 400 feet, thence North 00 degrees 20' East 50 feet to the pont of beginning.

Being that parcel of land described as Tract A in deed from Sterling Drug, Inc., a Delaware corporation, to Harvey E. West, dated October 17, 1963, recorded in Deed Book 527 Page 269 of Harrison County, Mississippi.

Parcel B. Commencing at the NW corner of the NE 1/4 of Section 33, Township 7 south, Range 11 West and running East along the North line of said NE 1/4 a

distance of 417 feet, thence South 00 degrees 20' West a distance of 399 feet to an iron pipe marking the NE corner of property previously acquired by West Brothers, Inc., thence North 89 degrees 43' West along the North boundary of said West Brothers, Inc., property a distance of 300 feet to a point of beginning, thence North 89 degrees 43' West 100 feet; thence South 00 degrees 20' West 250 feet; thence South 89 degrees 43' East 100 feet to the SW corner of West Brothers Inc. property, thence North 00 degrees 20' East along the West boundary of West Brothers, Inc. property 250 feet to the point of beginning.

Being that parcel of land described as Tract B in deed from Sterling Drug Inc., a Delaware corporation, to Harvey E. West, dated October 17, 1963, recorded in Deed Book 527 Page 269 of Harrison County, Mississippi.

Parcel C. Commencing at the NW corner of the NE 1/4 of Section 35, Township 7 South, Range 11 West and running thence East along the North line of said NE 1/4 417 feet to an iron pipe in the West line of Mississippi State Highway Department survey at Station 16 plus 49 of U.S. #49; thence South 00 degrees 20' West 399 feet along the West line of said survey to an iron pipe and the point of beginning of the property herein conveyed; continuing in the same direction along the West line of U.S. #49, 250 feet to an iron pipe at Station 10 plus 00 of said survey; thence at right angles to U.S. #49 North 89 degrees 40' West 300 feet to an iron pipe; thence North 00 degrees 29' East and parallel to U.S. #49 250 feet to an iron pipe; thence South 89 degrees 40' East and parallel to the South boundary of the property herein conveyed 300 feet to the point of beginning; being located in the NE 1/4 of Section 33, Township 7 South, Range 11 West, Harrison County, Mississippi.

Being that parcel of land described in Deed from Sterling Drug, Inc. to H. E. West, and M.W. West in Deed Book 392 Page 498 of Harrison County, Mississippi, and Deed from Mrs. Dorothy Jackson West, Executrix of the Estate of Macon W. West, deceased; Mrs. Dorothy Jackson West, individually, and Miss Rusha West to Harvey E. West, dated February 28, 1955, recorded in Deed Book 545 Page 5 of Harrison County, Mississippi.

SECTION 2: The rezoning of said parcel shall be further subject to the following conditions: The owner, agent or lessee who requested rezoning of the property, which was subsequently rezoned by the Mayor and City Council, must secure a building permit from the Building Official and commence construction within one year from the date of approval of rezoning by the City Council. If no building permit has been obtained and said plan development is not completed according to approved plans, the rezoning of said parcel shall be null and void and automatically revert back to its original zoning classification.

See also: COMPREHENSIVE ZONING ORDINANCE {Section IX (3) (b)} Reversion.

SECTION 3: For good cause being shown and the interest and welfare of the City of Gulfport, the citizens thereof require that the said Ordinance be in full force and effect immediately upon its passage and this Ordinance shall be in full force and effect from and after its passage, but shall nevertheless be published and enrolled as provided by law.

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

YEAS: **ABSTENTIONS:** **ABSENCES:** **NAYS:**

YEAS: **ABSTENTIONS:** **ABSENCES:** **NAYS:**

YEAS: **ABSTENTIONS:** **ABSENCES:** **NAYS:**

YEAS: **ABSTENTIONS:** **ABSENCES:** **NAYS:**

the _____ day of _____, _____.

(SEAL:)

ATTEST:

ADOPT:

CLERK OF THE COUNCIL

PRESIDENT

the _____ day of _____, _____.

BILLY HEWES, 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 MEMORIALIZING
AND REQUESTING THE MISSISSIPPI LEGISLATURE TO RESPECTFULLY
RETIRE THE “STATE FLAG” ADOPTED PREVIOUSLY BY A FORMER STATE
LEGISLATURE IN 1894 AND TO ADOPT A NEW “STATE FLAG” AND
PROCLAIMING THAT THE CURRENT “STATE FLAG” SHALL NOT BE
PUBLICLY FLOWN AT CITY BUILDINGS AND FACILITIES**

WHEREAS, over the course of human history, fabrics of different colors have been utilized to represent as well as convey the ideas, philosophies, ambitions, and values of nations, states, and other sovereign organizations; and

WHEREAS, a flag is typically hewn from symbolism steeped rich in the foundings of the body politic and is based on lasting principles held as cornerstones for the philosophies of the authored government; and

WHEREAS, the derivative tribute given to flags of nations, states, and local governments is evident in the respect that flags receive as they are to be displayed and hung in accordance with certain protocols and similarly lowered, stored, and handled pursuant to proper procedures; and

WHEREAS, through the ages these banners have themselves grown to exemplify the threads that bind the very fabric of the societies they represent and have served as a means to unify, rallying the spirit and passion of the citizens to one voice and purpose of the State, all of which again demonstrates the significance given to these flying emblems; and

WHEREAS, the current flag hovering above the State Capitol of the State of Mississippi was adopted as the “State flag” by the Mississippi Legislature in 1894 and the upper left portion of this flag (the “canton corner”) contains a replica of what is often referred to as the “confederate battle flag” containing thirteen (13) stars in the formation of an “x”; and

WHEREAS, while the “confederate battle flag,” which is believed to have never been adopted as an official flag of the Confederacy, was utilized in the battlefield during the Civil War and has stood for different things for different peoples through the ages, it has come to be understood and serves for many as a painful reminder of past days of transgressions in this State and has also been used by some as an image of hatred, divisiveness, and violence, none of which in any way represents the ideals and principles of our great Nation, our proud State, or our vibrant City; and

WHEREAS, there comes a point in time in the annals of history when it becomes necessary to re-define who a people are and what a collection of these people represent and it is the opinion of the Governing Authority of this City that now is such a time and the conduit for such a re-defining moment is the “State flag” for our State, what should be a unifying image of our ideals and values; and

WHEREAS, the Governing Authority of this City therefore memorializes the Legislature of the State of Mississippi to change the “State flag” previously adopted by the State in 1894 at a time when there was still divisiveness in the land as well as violence and hatred and to adopt a banner hewn from the very foundations of the Union of States that now collectively serves as the heart of our one united country; and

WHEREAS, the Governing Authority further finds that since the “State flag” that was adopted by our State in 1894 contains a symbol that has been used by some to represent division, hatred, and violence, this banner of cloth and ink cannot be said to exemplify the great people of our State, our communities, or our City; and

WHEREAS, if our great State is to remain true and devoted to President Abraham Lincoln’s universal words that defined the end of the Civil War as a “new birth of freedom,” an emblem of cloth and ink that symbolizes divisiveness, hatred, and violence has no place in and

around the edifices representing a government for the people and by the people; consequently, the “State flag” adopted by the State of Mississippi in 1894 should not be publicly flown on public properties of the City of Gulfport, Mississippi and should instead be respectfully retired to the local Harrison County Library for suitable exhibit within this facility’s collection of historical references.

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 State of Mississippi Legislature be, and hereby is, memorialized to respectfully retire the “State flag” previously adopted by the State in 1894 and to adopt a new flag that represents and signifies the values and principles upon which our State is now based and which unifies the people who call our State home.

SECTION 3. That the “State flag” adopted by the State Legislature in 1894 shall not be publicly flown at any of the public facilities owned or operated by the City of Gulfport and any such flags that are currently being so flown shall be respectfully retired to the local Harrison County Library for suitable exhibit within this facility’s collection of historical references.

SECTION 4. That this Resolution shall be in full force and effect immediately upon its adoption and enactment and the Council Clerk is hereby directed to spread this Resolution on the Minutes of the Gulfport City Council, and to furnish copies thereof to the State of Mississippi Legislature, including its Speaker of the House and Senate Pro Tem, as well as the Governor.

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

YEAS:

NAYS:

ABSENT:

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

(SEAL)

ATTEST:

ADOPTED:

Brittany Rodgers, Clerk of Council

F.B. “Rusty” Walker, IV, President

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

APPROVED:

Billy Hewes, 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
PROFESSIONAL SERVICES AGREEMENT WITH NORMAN “PAT” POPE TO SERVE AS A
DOMESTIC VIOLENCE INVESTIGATOR, TO AUTHORIZE THE MAYOR TO EXECUTE
SAID AGREEMENT, AND FOR RELATED PURPOSES**

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

WHEREAS, the City of Gulfport employs a full-time City Prosecutor who serves as Administrator of the City Prosecutor’s Office in the City’s Legal Department and employs a part-time “domestic violence prosecutor” who focuses on prosecution of domestic violence cases and whose work is funded by a Violence Against Women Act (VAWA) grant; and

WHEREAS, also funded by a VAWA grant is a part-time position of “domestic violence investigator”; and

WHEREAS, retired police officer Norman “Pat” Pope has 35+ years of experience with the Gulfport Police Department, 24 of those years in the Detective Division of the Police Department, has previously served as “domestic violence investigator” for the City of Gulfport and desires to continue to contract with the City to perform the work of the part-time “domestic violence investigator” pursuant to the terms of the proposed Professional Services Agreement attached hereto as Exhibit “A”; and

WHEREAS, under the proposed agreement (Exhibit "A" hereto), this appointed position would continue to be compensated at a stipulated hourly rate based on an as needed basis, not to exceed a stated number of hours per week.

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

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted

as the official findings of the Governing Authority.

Section 2. That the Professional Services Agreement between the City of Gulfport and Norman “Pat” Pope be and it is hereby approved, contingent upon funding being approved, in substantially the same form as is found in Exhibit "A" to this resolution and at the contractual amount as is approved by the funding source, which may ultimately be less than is found in Exhibit “A” to this resolution, and the Mayor be and he is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

The above and foregoing Resolution, after having been first reduced to writing and 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

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF GULFPORT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into and executed in Gulfport, Mississippi on the day and year hereinafter set forth by and between the **CITY OF GULFPORT, MISSISSIPPI** (herein the "City"), having an address of Post Office Box 1780, Gulfport, Mississippi 39502, and **NORMAN "PAT" POPE**, having an address of 22080 Houston Ladner Road, Saucier, Mississippi 39574 for the purposes and according to the terms, covenants, and conditions hereinafter set forth, to-wit:

WITNESSETH THAT:

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

WHEREAS, the City of Gulfport is in need of personnel to investigate persons alleged to have committed crimes involving domestic violence that originate in the Gulfport Municipal Court to assist with domestic violence prosecutorial work in the City Prosecutor's Office; and

WHEREAS, the City is the recipient of a Stop Violence Against Women Act ("VAWA") Grant which has previously funded the position of a domestic violence investigator for the City of Gulfport in cases originating before the Gulfport Municipal Court and which has funded a part-time Assistant City Prosecutor who is independently contracted to assist with domestic violence prosecutorial work in the City Prosecutor's Office; and

WHEREAS, Pope is an experienced investigator, having previously served with the Gulfport Police Department for 36 years, 24 of those years in the Detective Division; and

WHEREAS, Pope served in this same or similar contractual capacity with the City during the July 2018 to June 2019 time period.

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

1 . Scope of Work. Pope, to include all of his employees and contractors, (collectively and generally referred to herein as "Pope") shall, in a satisfactory and proper manner, and under the terms and conditions provided herein, and in accordance with any governing laws and professional rules of conduct, provide investigatory and other services for the City of Gulfport, which shall consist of, among other things the investigation of criminal charges and allegations involving or related to domestic violence and which originate in the Gulfport Municipal Court or are in violation of any domestic violence –related local, state, or federal law, as assigned by the City Prosecutor or City Attorney or their representatives. Pope shall decline to be involved in any case or matter to which he is assigned in which a conflict of interest or ethical problem is known to exist or any case in which Pope deems that he is not qualified. Pope agrees to abide by any and all provisions, requirements, obligations and other duties and regulations as may be imposed by any grant that may fund the City's ability to obtain and pay for domestic violence investigatory services and

Pope acknowledges receipt of and knowledge of the grant documents and requirements associated with the VOCA Grant award to the City for 2019-2020 and the VAWA Grant award to the City for 2019-2020 and the objectives, intended outcomes, and goals associated with these Grant awards.

2. Manner of Service. Services provided by Pope pursuant to or in accordance with this Agreement shall be performed in a professional, prompt and competent manner and in accordance with the laws of the State of Mississippi and the United States of America and conform to high and ethical standards in the community and in the State of Mississippi. Services to be provided by Pope, insofar as applicable and necessary in any given case or assignment, shall include, but not be limited to, counseling, investigation, coordination with the City Prosecutor and/or the domestic violence prosecutor and any domestic violence victim advocate, attendance at hearings and trials, and such other services as would normally be provided by a domestic violence investigator related to the prosecution of cases or criminal or quasi-criminal charges. It is understood and agreed to herein that Pope shall effectively be "on call" and be expected to provide needed services to the City under this Agreement at any time of the day or night no matter the circumstance, weather, day of the week, or occasion. Pope shall keep and maintain during the term of this Agreement a local telephone number or otherwise toll-free telephone number (that is accessible at any time of any day) so that staff of the City Prosecutor's Office and the City Attorney's Office or representatives thereof as well as of the Gulfport Municipal Court and other City officials and employees may reasonably and expediently be able to communicate with him.

3. Compensation. During the term of this Agreement, the City shall compensate Pope at the hourly rate of \$28.85 per hour, not to exceed twenty (20) hours per calendar week. It is specifically understood that no travel expenses or billable time shall be charged or incurred for travel time to and from wherever Pope is located and the City Prosecutor's Office, Gulfport Municipal Court, the Harrison County Courthouse, or any other courthouse or any other structure, premises, or facility associated with the course or scope of services herein and that the only compensation Pope will receive from the City is for actual time worked for services provided by Pope to the City under this Agreement. Pope shall submit detailed billing statements to the City in accordance with the terms of the Agreement set forth herein or as otherwise required by the City and shall submit the same via electronic mail to the City Attorney and his Office Manager (jbruni@gulfport-ms.gov and jmjones@gulfport-ms.gov or other such e-mail addresses as may, from time to time, be provided, in writing to Attorney) with copy to the City Prosecutor (lwilson@gulfport-ms.gov or other such e-mail address as may, from time to time, be provided, in writing, to Pope)) by 5:00 p.m. on the last week day (non-holiday) of each month during the duration of this Agreement. The City shall pay Pope within thirty (30) days of the City's receipt of detailed and approved billing invoices submitted by Pope. There is no guarantee of cases or work to be assigned to Pope under this Agreement and, therefore, there is no minimum or maximum number of cases or amount of work to be assigned to him. Other than compensation for services as specifically set forth in this Paragraph, no other benefits or compensation shall be owed by City as a result of services performed under this Agreement.

4. Term of Service. The term of this Agreement shall commence July 1, 2020, and expire on June 30, 2021, ("Term") unless sooner terminated or canceled as set forth herein. The term of this Agreement may be extended for subsequent twelve (12) month periods subject to availability of the VAWA grant and approval by the City's Governing Authority.

5. Non-Exclusive Contract. This is a non-exclusive contract as to each party hereto, and each party retains the right at any time to contract with other persons or entities, including another governmental entity, where such engagement shall not result in a conflict of interest or other ethical conflict. It is agreed and understood, however, that prior to Pope contracting with other persons or entities to provide similar type services set forth in this Agreement or any of its attachments, Pope shall notify the City of such anticipated work or provision of services before commencement thereof, with

such notification to occur reasonably well in advance of the occurrence of such work or provision of services.

6. Termination. (a) *For convenience.* Either party may terminate this Agreement at any time for any reason (or no reason) by giving the other party written notice of termination at least thirty (30) days prior to the effective date of termination. Should this Agreement be terminated pursuant to this provision, Pope agrees to complete all assigned cases or matters and those previously undertaken or being handled by Pope to final disposition unless such completion would violate the prescribed law or the case or matter is re-assigned. (b) *For default.* Breach or failure to perform any provision of this Agreement shall be an "event of default." If the party in breach fails to cure any default within fifteen (15) days from receipt of written notice of an event of default, then this Agreement may be terminated immediately for default by written notice to the breaching party or party in default and in such event, either party may assert any remedies at law or in equity that it/he deems to be entitled for breach of contract.

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

8. Independent Contractor; Professional Services Contract; Materials, Equipment, and Resources. (a) Pope certifies that he shall be licensed, certified, experienced, and qualified and able to perform any and all services for which he accepts engagement under this Agreement, and he agrees to notify City immediately if his license(s) and/or certification, if any, are terminated or suspended or his credentials change so as to limit his professional qualifications, which shall be grounds for immediate cancellation of this Agreement and of any further obligations for payment of unearned fees by the City hereunder, without requirement of provision of any advance notice to Pope. (b) This is a professional services contract in which Pope shall at all times be acting as and considered an independent contractor with the City and not an employee of the City or any of the City's employees, servants, agents, or representatives. Pope shall have no claim under this Agreement or otherwise against the City for wages, salary, vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation disability, unemployment insurance benefits, or benefits of any kind or sort other than the compensation as set forth herein. (c) Pope agrees that he has secured or will secure at his own expense, all persons, employees, equipment, and other resources required or otherwise deemed by him to be necessary to perform the services contemplated and/or required under this Agreement. Pope acknowledges and agrees that he alone controls the method and means by which he (and his employees, agents, and resources) provides services and the manner in which he (and his employees, agents, and resources) carries out these services under this Agreement. (d) It is understood that Pope is being contracted herewith to provide services to the City but that on occasion Pope may utilize his employees or contractors to perform some of the obligations, duties, or requirements of this Agreement. In such circumstances, Pope agrees that employees and/or contractors utilized by him will be as equally qualified as him and with comparable professional qualifications, licenses, and certifications in the field or fields set forth in this Agreement. Should Pope utilize employees and/or contractors to perform any of the duties or obligations under this Agreement, he shall provide the full names, residential addresses, and a list of such persons' qualifications, licenses, and

certifications to the City in advance of such performance. Pope further certifies that all employees and contractors that he shall utilize in the performance of this Agreement shall, like him, not have been convicted of a felony recognized by any federal or state law and shall not have been previously convicted of any crime of violence or domestic violence.

9. **Taxes.** City and Pope acknowledge and agree that Pope will be solely and completely responsible for any and all taxes due and owing to any governmental entity or agency (local, state and/or federal) on any monies or compensation received by Pope from City under this Agreement.

10. **Compliance with Legal Obligations.** Pope agrees that, in rendering services under this Agreement, he shall comply with all federal, state, and local laws.

11. **Records.** It is understood and acknowledged that all documents used by Pope in his provision of services under this Agreement shall become the property of the Office of City Prosecutor and shall be kept and maintained in the Office of the City Prosecutor. This Agreement does not limit Pope's other legal and/or ethical obligations to preserve files and records and the confidentiality thereof.

12. **Identification of Conflicts of Interest.** Upon assignment of a case or matter under this Agreement, Pope will make reasonable and diligent efforts to obtain and review relevant court documents and other materials reasonably available in connection with the case or matter to determine if any potential conflicts of interest exist in the case or matter concerning his involvement or provision of services for the City in connection with the same.

13. **Insurance; Defense of Claims.** Pope agrees to carry and maintain professional liability insurance covering all services to be performed pursuant to this Agreement (including errors and omissions coverage) in an amount of not less than \$250,000 per claim and \$1,000,000 per occurrence and to provide to the City a certificate of insurance prior to the commencement date of this Agreement and to notify the City immediately if such insurance is cancelled, suspended, or expires during the term of this Agreement for any reason. Pope covenants and agrees to indemnify and hold harmless the City and the City's employees, servants, agents, officials, and representatives from and against any loss, damage, costs, charges, expenses, and fees, whether direct or indirect and whether known or unknown, in any way arising out of or by reason of any negligent or intentional act or omission on the part of Pope or anyone acting for, on behalf of, or at the direction of Pope in the performance or execution of this Agreement or in any way arising out of this Agreement. In case any suit or legal proceedings shall be brought against the City or any of its employees, servants, agents, officials, or representatives at any time on account of or by reason of any negligent or intentional act or omission by Pope or anyone acting for, on behalf of, or at the direction of Pope, Pope hereby covenants and agrees to assume the defense thereof and to defend the same at Pope's own expense and to fully pay for any and all loss, damages, costs, charges, expenses, fees, attorneys' fees and other expenses and any and all judgments that may be incurred by or obtained by or against the City or any of the City's employees, servants, agents, officials, or representatives in such suits or other proceedings or actions.

14. **Confidentiality.** Pope agrees to keep confidential and not use or disclose, except in furtherance of the purposes of the services called for under this Agreement, any confidential information that Pope may acquire during the term of, and in the course of, or as a result of, the provision of services that he provides under this Agreement.

15. Notices. Official notice to Pope shall be to the mailing address identified above unless a change of address is provided to the City in writing. Official notice to the City shall be to the City Attorney, City of Gulfport, 2220 15th Street, Gulfport, Mississippi 39501 with copy to the City Prosecutor at the same address. All official notices shall be in writing and served by U. S. Mail or by hand delivery. The point of contact for the City under this Agreement shall be the City Attorney.

16. Severability. Should any clause, portion or section of this Agreement be unenforceable or invalid for any reason, City and Pope acknowledge and agree that such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of the Agreement. The captions/titles have no effect or meaning other than as headings to identify the paragraphs.

17. Governing Law. City and Pope acknowledge and agree that this Agreement shall be construed in accordance with the laws of the State of Mississippi.

18. Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties and supersedes and cancels all previous written or oral agreements or representations relating to the subject matter hereof. This Agreement may not be amended, supplemented or modified except by a written document signed by the City and Pope.

19. Successors. This Agreement shall inure to the benefit of and may be enforced by the City, its successors and assigns, and shall be binding upon Pope, his executors, administrators, heirs, and other successors in interest. Pope's rights and obligations under this Agreement are not assignable.

20. Communication; Reports. Pope shall make provision for prompt and effective communication with the City, through appropriate officials within the Office of the City Attorney and/or the City Prosecutor, with respect to all work and services undertaken pursuant to this Agreement. It is further acknowledged and agreed that by 5:00 p.m. on each Friday of every week during the Term of this Agreement Pope shall provide the City, through submission to the City Attorney or his designated representative, detailed written reports setting forth and adequately describing services and work provided by Pope under this Agreement for the prior day or days when services and work were provided, the dates when such services and work were provided, and the time devoted by Pope in the provision of such services and work, and which were not within the scope of an earlier such report provided to the City. Pope shall further provide the City, through similar submission to the City Attorney or his designated representative, any and all records, information, and reports that may be required by the administrator or source of the VOCA Grant and/or VAWA Grant referenced or described herein, or any audit or law or regulation related or applicable to or governing such grants, or otherwise requested from Pope by the City in association with or related to this Agreement.

21. Official Approval of Contract. This Agreement shall take full force and effect only after it is approved by the Governing Authority for the City and signed by the Mayor and Pope.

WITNESS OUR SIGNATURES as duly authorized and voluntarily signed on the day and year hereinafter stated.

NORMAN POPE
22080 Houston Ladner Road
Saucier, Mississippi 39574

By: _____

Date: _____

CITY OF GULFPORT
Post Office Box 1780
Gulfport, Mississippi 39502-1780

By: _____

Printed Name: _____

Title: Mayor _____

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
PROFESSIONAL SERVICES AGREEMENT WITH JESSICA URBAN TO SERVE AS
DOMESTIC VIOLENCE VICTIM ADVOCATE, TO AUTHORIZE THE MAYOR TO
EXECUTE SAID AGREEMENT, AND FOR RELATED PURPOSES**

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

WHEREAS, the City of Gulfport employs a full-time City Prosecutor who serves as Administrator of the City Prosecutor's Office in the City's Legal Department and also employs a part-time "domestic violence prosecutor" who focuses on prosecution of domestic violence cases and whose work is funded by a Violence Against Women Act (VAWA) grant; and

WHEREAS, in support of victims of domestic violence, the city also utilizes the services of a contractor as a "domestic violence victim advocate", which position is funded by a Victims of Crime Act (VOCA) grant; and

WHEREAS, Jessica Urban has a number of years of experience working with victims of domestic violence and has previously served as "domestic violence victim advocate" for the City of Gulfport and desires to continue to contract with the City to perform the work of the "domestic violence victim advocate" pursuant to the terms of the proposed Professional Services Agreement attached hereto as Exhibit "A"; and

WHEREAS, under the proposed agreement (Exhibit "A" hereto), this appointed position would continue to be compensated at a stipulated hourly rate based on an as needed basis, not to exceed a stated number of hours per week.

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

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted

as the official findings of the Governing Authority.

Section 2. That the Professional Services Agreement between the City of Gulfport and Jessica Urban be and it is hereby approved, contingent upon funding being approved, in substantially the same form as is found in Exhibit "A" to this resolution and at the contractual amount as is approved by the funding source, which may ultimately be less than is found in Exhibit "A" to this resolution, and the Mayor be and he is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

The above and foregoing Resolution, after having been first reduced to writing and 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

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF GULFPORT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") entered into and executed in Gulfport, Mississippi on the day and year hereinafter set forth by and between the **CITY OF GULFPORT, MISSISSIPPI** (herein the "City"), having an address of Post Office Box 1780, Gulfport, Mississippi 39502, and **JESSICA URBAN**, having an address of 13763 Laurelwood Lane Gulfport MS 39503 for the purposes and according to the terms, covenants, and conditions hereinafter set forth, to-wit:

WITNESSETH THAT:

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

WHEREAS, the City of Gulfport is in need of personnel to assist victims of domestic violence as more fully set forth herein; and

WHEREAS, the City is the recipient of a VOCA ("Victims of Crime Act") Grant which has previously funded the position of a domestic violence victim advocate for the City of Gulfport in cases originating before the Gulfport Municipal Court to assist with domestic violence prosecutorial work in the City Prosecutor's Office; and

WHEREAS, Jessica Urban is an experienced victim advocate.

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

1 . Scope of Work. Jessica Urban, to include all of her employees and contractors, (collectively and generally referred to herein as "Urban") shall, in a satisfactory and proper manner, and under the terms and conditions provided herein, and in accordance with any governing laws and professional rules of conduct, provide domestic violence victims assistance and advocacy and other services for the City of Gulfport, which shall consist of, among other things, ensure that victims of domestic violence are secure and have basic needs provided; meet with such victims to assess the severity of the case and the immediate needs of the victim; provide coordination with local non-profit partners to obtain shelter, clothing, counseling and medical assistance as quickly as possible; provide constant communication with the victim and care providers throughout the prosecution process to ensure the victim is informed and can cooperate in the prosecution of the defendant(s); improve training for the Gulfport Police Department by providing independent training for supervisors and field training officers and no less than 50% of the uniformed patrol division; decrease the instances of intimate partner homicide by compiling data in the first quarter of the program to determine the actual number of intimate partner homicides within the City in the last five years; and use lethality assessment protocols along with the other program components to work toward a measurable reduction in intimate partner homicides based upon their research. In addition to the foregoing, the scope of the services to be provided by Urban pursuant to this Agreement are set forth in the attached Exhibit "A." Urban shall decline to be involved in any case or matter to which she is assigned in which a

conflict of interest or ethical problem is known to exist or any case in which Urban deems that she is not qualified. Urban agrees to abide by any and all provisions, requirements, obligations and other duties and regulations as may be imposed by any grant that may fund the City's ability to obtain and pay for domestic violence victim advocacy services and Urban acknowledges receipt of and knowledge of the grant documents and requirements associated with the VOCA Grant award to the City for 2019-2020 and the objectives, intended outcomes, and goals associated with this Grant award.

2. Manner of Service. Services provided by Urban pursuant to or in accordance with this Agreement shall be performed in a professional, prompt and competent manner and in accordance with the laws of the State of Mississippi and the United States of America and conform to high and ethical standards in the community and in the State of Mississippi. Services to be provided by Urban, insofar as applicable and necessary in any given case or assignment, shall include, but not be limited to, counseling, investigation, coordination with the City Prosecutor and/or the domestic violence prosecutor and any domestic violence investigator, attendance at hearings and trials, and such other services as would normally be provided by a domestic violence victims advocate related to the prosecution of cases or criminal or quasi-criminal charges. It is understood and agreed to herein that Urban shall effectively be "on call" and be expected to provide needed services to the City under this Agreement at any time of the day or night no matter the circumstance, weather, day of the week, or occasion. Urban shall keep and maintain during the term of this Agreement a local telephone number or otherwise toll-free telephone number (that is accessible at any time of any day) so that staff of the City Prosecutor's Office and the City Attorney's Office or representatives thereof as well as of the Gulfport Municipal Court and other City officials and employees may reasonably and expediently be able to communicate with her in addition to victims with whom she interacts and/or counsels.

3. Compensation. During the term of this Agreement, the City shall compensate Urban at the annual rate of \$42,249.60 per annum, payable monthly for July 2020 through June 2021 in the amount of \$3,520.80, plus other good and valuable consideration set forth herein. It is specifically understood that no travel expenses or billable time shall be charged or incurred for travel time to and from wherever Urban is located and the City Prosecutor's Office, Gulfport Municipal Court, the Harrison County Courthouse, or any other courthouse or any other structure, premises, or facility associated with the course or scope of services herein and that the only compensation Urban will receive from the City is for actual time worked for services provided by her to the City under this Agreement. Urban shall submit detailed billing statements to the City in accordance with the terms of the Agreement set forth herein or as otherwise required by the City and shall submit the same via electronic mail to the City Attorney and his Office Manager (jbruni@gulfport-ms.gov and jmjones@gulfport-ms.gov or other such e-mail addresses as may, from time to time, be provided, in writing to Attorney) with copy to the City Prosecutor (lwilson@gulfport-ms.gov or other such e-mail address as may, from time to time, be provided, in writing, to Urban) by 5:00 p.m. on the third Mondays of each month during the duration of this Agreement. The City shall pay Urban within thirty (30) days of the City's receipt of detailed and approved billing invoices submitted by Urban. There is no guarantee of cases or work to be assigned to Urban under this Agreement and, therefore, there is no minimum or maximum number of cases or amount of work to be assigned to her. Other than compensation for services as specifically set forth in this Paragraph, no other benefits or compensation shall be owed by City as a result of services performed under this Agreement. In addition, the City shall reimburse Urban for her attendance at up to two (2) pre-approved seminars each contract year. Seminar reimbursement shall include reasonable travel, food, lodging and registration costs.

4. **Term of Service.** The term of this Agreement shall be for twelve (12) consecutive months commencing July 1, 2020, and expiring on June 30, 2021, ("Term") unless sooner terminated or canceled as set forth herein. The term of this Agreement may be extended for additional twelve (12) month periods subject to availability of the VOCA grant and approval by the City's Governing Authority.

5. **Non-Exclusive Contract.** This is a non-exclusive contract as to each party hereto, and each party retains the right at any time to contract with other persons or entities, including another governmental entity, where such engagement shall not result in a conflict of interest or other ethical conflict. It is agreed and understood, however, that prior to Urban contracting with other persons or entities to provide similar type services set forth in this Agreement or any of its attachments, Urban shall notify the City of such anticipated work or provision of services before commencement thereof, with such notification to occur reasonably well in advance of the occurrence of such work or provision of services.

6. **Termination.** (a) *For convenience.* Either party may terminate this Agreement at any time for any reason (or no reason) by giving the other party written notice of termination at least thirty (30) days prior to the effective date of termination. Should this Agreement be terminated pursuant to this provision, Urban agrees to complete all assigned cases or matters and those previously undertaken or being handled by Urban to final disposition unless such completion would violate the prescribed law or the case or matter is re-assigned. (b) *For default.* Breach or failure to perform any provision of this Agreement shall be an "event of default." If the party in breach fails to cure any default within fifteen (15) days from receipt of written notice of an event of default, then this Agreement may be terminated immediately for default by written notice to the breaching party or party in default and in such event, either party may assert any remedies at law or in equity that it/she deems to be entitled for breach of contract.

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

8. **Independent Contractor; Professional Services Contract; Materials, Equipment, and Resources.** (a) Urban certifies that she shall be licensed, certified, experienced, and qualified (as necessary) and able to perform any and all services for which she accepts engagement under this Agreement, and she agrees to notify City immediately if her license(s) and/or certifications, if any, are terminated or suspended or her credentials change so as to limit her professional qualifications, which shall be grounds for immediate cancellation of this Agreement and of any further obligations for payment of unearned fees by the City hereunder, without requirement of provision of any advance notice to Urban. (b) This is a professional services contract in which Urban shall at all times be acting as and considered an independent contractor with the City and not an employee of the City or any of the City's employees, servants, agents, or representatives. Urban shall have no claim under this Agreement or otherwise against the City for wages, salary, vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation disability, unemployment insurance benefits, or benefits of any kind or sort other than the compensation as set forth herein. (c) Urban agrees that she has secured or will secure at her own

expense, all persons, employees, equipment, and other resources required or otherwise deemed by her to be necessary to perform the services contemplated and/or required under this Agreement. Urban acknowledges and agrees that she alone controls the method and means by which she (and her employees, agents, and resources) provides services and the manner in which she (and her employees, agents, and resources) carries out these services under this Agreement. (d) It is understood that Urban is being contracted herewith to provide services to the City but that on occasion Urban may utilize her employees or contractors to perform some of the obligations, duties, or requirements of this Agreement. In such circumstances, Urban agrees that employees and/or contractors utilized by her will be as equally qualified as her and with comparable professional qualifications, licenses, and certifications in the field or fields set forth in this Agreement. Should Urban utilize employees and/or contractors to perform any of the duties or obligations under this Agreement, she shall provide the full names, residential addresses, and a list of such persons' qualifications, licenses, and certifications to the City in advance of such performance. Urban further certifies that all employees and contractors that she shall utilize in the performance of this Agreement shall, like her, not have been convicted of a felony recognized by any federal or state law and shall not have been previously convicted of any crime of violence or domestic violence.

9. Taxes. City and Urban acknowledge and agree that Urban will be solely and completely responsible for any and all taxes due and owing to any governmental entity or agency (local, state and/or federal) on any monies or compensation received by Urban from City under this Agreement.

10. Compliance with Legal Obligations. Urban agrees that, in rendering services under this Agreement, she shall comply with all federal, state, and local laws.

11. Records. It is understood and acknowledged that all documents used by Urban in her provision of services under this Agreement shall become the property of the Office of City Prosecutor and shall be kept and maintained in the Office of the City Prosecutor. This Agreement does not limit Urban's other legal and/or ethical obligations to preserve files and records and the confidentiality thereof.

12. Identification of Conflicts of Interest. Upon assignment of a case or matter under this Agreement, Urban will make reasonable and diligent efforts to obtain and review relevant court documents and other materials reasonably available in connection with the case or matter to determine if any potential conflicts of interest exist in the case or matter concerning her involvement or provision of services for the City in connection with the same.

13. Insurance; Defense of Claims. Urban agrees to carry and maintain professional liability insurance covering all services to be performed pursuant to this Agreement (including errors and omissions coverage) in an amount of not less than \$250,000 per claim and \$1,000,000 per occurrence and to provide to the City a certificate of insurance prior to the commencement date of this Agreement and to notify the City immediately if such insurance is cancelled, suspended, or expires during the term of this Agreement for any reason. Urban covenants and agrees to indemnify and hold harmless the City and the City's employees, servants, agents, officials, and representatives from and against any loss, damage, costs, charges, expenses, and fees, whether direct or indirect and whether known or unknown, in any way arising out of or by reason of any negligent or intentional act or omission on the part of Urban or anyone acting for, on behalf of, or at the direction of Urban in the performance or execution of this Agreement or in any way arising out of this Agreement. In case any suit or legal proceedings shall be brought against the City or any of its employees, servants, agents, officials, or representatives at any time on account of or by reason of any negligent or intentional act or omission by Urban or anyone acting for, on behalf of, or at the

direction of Urban, Urban hereby covenants and agrees to assume the defense thereof and to defend the same at Urban's own expense and to fully pay for any and all loss, damages, costs, charges, expenses, fees, attorneys' fees and other expenses and any and all judgments that may be incurred by or obtained by or against the City or any of the City's employees, servants, agents, officials, or representatives in such suits or other proceedings or actions.

14. Confidentiality. Urban agrees to keep confidential and not use or disclose, except in furtherance of the purposes of the services called for under this Agreement, any confidential information that Urban may acquire during the term of, and in the course of, or as a result of, the provision of services that she provides under this Agreement.

15. Notices. Official notice to Urban shall be to the mailing address identified above unless a change of address is provided to the City in writing. Official notice to the City shall be to the City Attorney, City of Gulfport, 2220 15th Street, Gulfport, Mississippi 39501 with copy to the City Prosecutor at the same address. All official notices shall be in writing and served by U. S. Mail or by hand delivery. The point of contact for the City under this Agreement shall be the City Attorney.

16. Severability. Should any clause, portion or section of this Agreement be unenforceable or invalid for any reason, City and Urban acknowledge and agree that such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of the Agreement. The captions/titles have no effect or meaning other than as headings to identify the paragraphs.

17. Governing Law. City and Urban acknowledge and agree that this Agreement shall be construed in accordance with the laws of the State of Mississippi.

18. Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties and supersedes and cancels all previous written or oral agreements or representations relating to the subject matter hereof. This Agreement may not be amended, supplemented or modified except by a written document signed by the City and Urban.

19. Successors. This Agreement shall inure to the benefit of and may be enforced by the City, its successors and assigns, and shall be binding upon Urban, her executors, administrators, heirs, and other successors in interest. Urban's rights and obligations under this Agreement are not assignable.

20. Communication; Reports. Urban shall make provision for prompt and effective communication with the City, through appropriate officials within the Office of the City Attorney and/or the City Prosecutor, with respect to all work and services undertaken pursuant to this Agreement. It is further acknowledged and agreed that by 5:00 p.m. on each Friday of every week during the Term of this Agreement Urban shall provide the City, through submission to the City Attorney or his designated representative, detailed written reports setting forth and adequately describing services and work provided by Urban under this Agreement for the prior day or days when services and work were provided, the dates when such services and work were provided, and the time devoted by Urban in the provision of such services and work, and which were not within the scope of an earlier such report provided to the City. Urban shall further provide the City, through similar submission to the City Attorney or his designated representative, any and all records, information, and reports that may be required by the administrator or source of the VOCA Grant referenced or described herein, or any audit

or law or regulation related or applicable to or governing such grant, or otherwise requested from Urban by the City in association with or related to this Agreement.

21. Official Approval of Contract. This Agreement shall take full force and effect only after it is approved by the Governing Authority for the City and signed by its duly constituted representative and Urban.

WITNESS OUR SIGNATURES as duly authorized and voluntarily signed on the day and year hereinafter stated.

JESSICA URBAN
13763 Laurelwood Lane
Gulfport MS 39503

By: _____

Date: _____

CITY OF GULFPORT
Post Office Box 1780
Gulfport, Mississippi 39502-1780

By: _____

Printed 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 RENEWAL OF AGENCY AGREEMENT WITH LEADSONLINE, LLC, TO AUTHORIZE THE MAYOR TO EXECUTE LETTER AGREEMENT EFFECTUATING THE SAME, AND FOR RELATED PURPOSES

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

WHEREAS, the Governing Authority, on June 16, 2020, acted to ratify and spread across its minutes an "Agency Agreement", between the City of Gulfport and Leadsonline, LLC, which was signed by the City of Gulfport on October 9, 2012; and

WHEREAS, the said 2012 "Agency Agreement" must either be renewed for one year at a cost of \$8,858.00 (years two and three also at \$8,858.00 if renewed for those years) or a new "Agency Agreement" entered into at a cost of \$10,748.00 for year one, \$11,071.00 for year two and \$11,403.00 for year three (if renewed for years two and three); and

WHEREAS, the Police Department, in an effort to conserve costs, has elected to have the 2012 "Agency Agreement" ratified and then renewed for one year at \$8,858.00, and such renewal requires execution of a letter agreement (see Exhibit "A" hereto) formally accepting the renewal; and

WHEREAS, renewal of the 2012 "Agency Agreement" between the City of Gulfport and Leadsonline, LLC, is believed to be in the best interest of the City of Gulfport.

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

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

Section 2. That the renewal of the 2012 "Agency Agreement" between the City of Gulfport and

Leadsonline, LLC, for one year at a cost of \$8,858.00 be and the same is hereby approved; and the Mayor be and he is, hereby, authorized to execute and deliver the letter agreement effectuating 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 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

May 4, 2020

Lieutenant Clayton Fulks
Gulfport Police Department
2220 15th Street
Gulfport, MS 39501

Dear Lt. Fulks:

Pursuant to Section VI, Article 6.2, LeadsOnline and Gulfport Police Department have the option of renewing the Agency Agreement dated September 24, 2012 for the term **10/15/2020 through 10/14/2021** under the same terms, conditions and provisions as originally agreed upon, including price at **\$8,858.00/year**.

Please indicate your concurrence or non-concurrence by completing the below listed information, including signature, and return to me by **October 14, 2020**.

This form may be mailed, faxed, emailed, scanned or otherwise electronically submitted to confirm contract renewal.

Should you have any questions, please contact me directly at 972-331-7748 or via email, accounting@leadsonline.com.

Best regards,



Shawna Evans
Executive Assistant to
Dave Finley, CEO

_____ **Yes, we would like to renew per the above mentioned.**

_____ **No, we do not wish to renew.**

AUTHORIZED SIGNATURE

PRINTED 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 SOFTWARE AS A SERVICE AGREEMENT WITH POWERDMS FOR SERVICES RELATED TO THE STORAGE AND MAINTENANCE OF POLICE POLICIES, CERTIFICATIONS, AND OTHER DOCUMENT BASED ELEMENTS AND TO AUTHORIZE THE MAYOR TO EXECUTE SAME

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

WHEREAS, on or about August 12, 2014 the City of Gulfport entered into a Services Agreement with PowerDMS for the electronic maintenance and administration of policies, certification, and other document based elements for the Gulfport Police Department; and

WHEREAS, the City of Gulfport, through its Governing Authority, desires to enter into a Software as Service Agreement with PowerDMS to continue using the services of PowerDMS for the creation and storing of policies, certifications, and other information for the Gulfport Police Department.

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 Software as a Service Agreement be and it is hereby approved in substantially the same form as is found in **Exhibit “A”** to this resolution, and the Mayor, or his designee, is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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

PowerDMS, Inc.
Software as a Service Agreement

This Software as a Service Agreement (this “**Agreement**”) is entered into by and between City of Gulfport (MS) (“**Customer**”) and PowerDMS, Inc. (“**PowerDMS**”), effective as of the latest date shown on the signature page of this Agreement (the “**Effective Date**”). In consideration of the parties’ mutual promises contained in this Agreement, the parties, intending to be legally bound, agree as follows:

1. Definitions; Construction

1.1. Definitions.

“**Agreement**” means this Software as a Service Agreement.

“**Customer Data**” means electronic data and information submitted by or for Customer to PowerDMS in connection with the Services.

“**Intellectual Property Rights**” means all trade secrets, United States patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in Confidential Information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent or similar rights which may subsist anywhere in the United States.

“**Malicious Code**” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“**PowerDMS**” means PowerDMS, Inc., a Delaware corporation.

“**PowerDMS Technology**” means the software applications, tools, application programming interfaces (APIs), connectors, programs, networks and equipment that PowerDMS uses to make its software as a service subscription products and related services available to its customers.

“**Service Order**” means an ordering document executed by Customer, whether or not designated a “Service Order”, specifying the Services the Customer is purchasing from PowerDMS, as such Service Order may be amended from time to time as mutually agreed by the Customer and PowerDMS. Service Orders shall not include Customer’s purchase order forms.

“**Services**” means the PowerDMS software as a service (SaaS) subscription products and/or professional services described in one or more Service Orders executed by the Customer.

“**Users**” means an individual who is an employee or independent contractor of Customer who has been authorized by Customer to use the Services, for whom Customer has purchased a subscription, and to whom Customer (or, when applicable, PowerDMS at Customer’s request) has supplied a user identification and password.

“**Volunteered Data**” shall include any and all suggestions, enhancement requests, recommendations, corrections or other feedback provided by Customer or its Users relating to the Services or the PowerDMS Technology as well as any portion of the Customer Data that the Customer submits into the PowerDMS Success Community or otherwise unambiguously identifies through the Services as being made freely available to PowerDMS or other PowerDMS customers. Volunteered Data shall not include Protected Health Information (PHI), data applicable to or regulated by the Payment Card Industry–Data Security Standards (PCI-DSS), Personally Identifiable Information (PII), or personal data of data subjects within the European Union (EU), European Economic Area (EEA), or Switzerland.

1.2. Construction. This Agreement applies to the provision of all Services. The parties will enter into one or more Service Orders that contain additional terms and conditions applicable to the provision of certain Services. Upon execution by the Customer, each Service Order will be incorporated into this Agreement. In the event of any conflict

between the provisions of this Agreement and any Service Order, the provisions of the Service Order will prevail, but only to the extent of such conflict.

2. **Services**

2.1. Services. PowerDMS will (a) make the Services available to Customer and Customer's Users pursuant to this Agreement and any applicable Service Orders, (b) provide applicable standard support for the Services at no additional charge (or such other level of support specified in a Service Order), (c) use commercially reasonable efforts, using applicable current industry practices, to ensure the Services do not contain or transmit any Malicious Code, and (d) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for planned downtime (of which PowerDMS will give advance notice).

2.2. Subscriptions. Unless otherwise provided in the applicable Service Order, Services are purchased as subscriptions. If Customer elects to increase the number of Users permitted to use the Services pursuant to a subscription, fees for the additional Users will be calculated at the same per User pricing as the underlying subscription and will be prorated for the portion of that subscription term remaining at the time the additional Users are added. Any such modification to a subscription will be confirmed in writing by Customer.

2.3. Customer Responsibilities. Customer will be responsible for (a) ensuring Customer and its Users comply with terms and conditions of this Agreement and each Service Order for all acts of its Users, (b) the accuracy, quality and legality of the Customer Data, the means by which the Customer obtained the Customer Data and Customer's use of the Customer Data in connection with the Services, (c) using reasonable efforts to prevent unauthorized access to or use of Services, and provide prompt notice to PowerDMS of any unauthorized access or use, (d) using the Services only in accordance with this Agreement, any applicable Service Orders and applicable laws and government regulations, and (e) allocating the necessary resources and personnel to cooperate with PowerDMS staff in a timely manner to allow the Services to perform.

2.4. Restrictions. Customer will not, and will ensure its Users do not (a) make any of the Services available to anyone other than Users or use any Services for the benefit of anyone other than Customer and its Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit Protected Health Information (PHI), unless otherwise agreed in writing by the parties, (e) use the Services to store, transmit or process the personal data of data subjects within the European Union (EU), European Economic Area (EEA), Switzerland or the United Kingdom unless otherwise agreed in writing by the parties, (f) use the Services to store or transmit data applicable to or regulated by the Payment Card Industry – Data Security Standards (PCI-DSS), (g) use the Services to store or transmit Malicious Code, (h) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (i) attempt to gain unauthorized access to the Services or its related systems or networks, (j) modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (k) frame or mirror any part of the Services, other than framing on Customer's own intranets or otherwise for Customer's own internal purposes, (l) access the Services for the purpose of building, selling or marketing a competitive product or service or copying any PowerDMS Technology, (m) remove the copyright, trademark, or any other proprietary rights or notices included within PowerDMS Technology and on and in any documentation or training materials, (n) disassemble, reverse engineer, or decompile the Services, including PowerDMS Technology or otherwise attempt to obtain or perceive the source code of PowerDMS Technology, or (o) use the Services in a manner which violates any applicable laws.

2.5. Infringing Content. PowerDMS reserves the right to delete or disable content stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if PowerDMS otherwise reasonably believes any such content is in violation of Section 2.4(c).

2.6. Modifications to Services. The Services may be modified by PowerDMS from time to time as it deems necessary to address changes in technology and the needs of its customers, provided that any such modification will not degrade the functionality of the Services in any material manner, unless required by applicable law. PowerDMS will notify Customer in advance of any material modifications.

2.7. Third Party Services. The Services may permit Customer and its Users to access services or content provided by third parties through the Services ("**Third Party Offerings**"). Customer agrees that PowerDMS is not the original source and shall not be liable for any inaccuracies contained in any content provided in a Third Party Offering. PowerDMS makes no representations, warranties or guarantees with respect to the Third Party Offerings or any content contained therein. PowerDMS may discontinue access to any Third Party Offering through the Services, with or without notice, if the relevant agreement with the applicable third party no longer permits PowerDMS to provide such access.

3. **Proprietary Rights and Licenses**

3.1. Limited License to Use Services. Subject to the terms and conditions of this Agreement, PowerDMS hereby grants to Customer a non-exclusive, non-transferable, limited, royalty-free license, without right to sub-license, for the term of each Service Order, to access and use, and to permit its Users to access and use, the Services, solely for Customer's operations in its ordinary course of business.

3.2. Limited License to Use Customer Data. Customer hereby grants to PowerDMS a non-exclusive, non-transferable, limited, royalty-free license, without right to sub-license (except to its sub-processors, as required for the provision of the Services), to aggregate, compile, and otherwise use the Customer Data, as necessary to perform the Services, to create Statistical Data and Anonymized Data for the purposes described in 3.3 below and as otherwise may be agreed in writing by Customer.

3.3. Statistical Data and Anonymized Data. PowerDMS tracks and collects certain information about how Users use the Services and uses the information collected to obtain general statistics regarding the use of the Services and to evaluate how Users use and navigate the Services (collectively, "**Statistical Data**"). PowerDMS may use Statistical Data for PowerDMS's internal analytical purposes, including the improvement and enhancement of the Services and PowerDMS's other offerings. At times, PowerDMS may review the Statistical Data of multiple customers and may combine, in a non-personally-identifiable format, the Statistical Data with Statistical Data derived from other customers and users to create aggregate, anonymized data regarding usage history and statistics (collectively, "**Anonymized Data**"). Anonymized Data will not contain information that identifies or could be used to identify Customer or its Users. Customer agrees that Anonymized Data is not Confidential Information of Customer. PowerDMS may use Anonymized Data to create reports that it may use and disclose for PowerDMS's commercial or other purposes.

3.4. Reservation of Rights. No rights or licenses are granted except as expressly set forth herein. Without being limited by the foregoing, subject to the limited rights expressly granted in this Section 3, all right, title and interest (including all related Intellectual Property Rights) in and to (a) the Services and the PowerDMS Technology is retained by PowerDMS, and (b) the Customer Data is retained by Customer.

3.5. Feedback and Volunteered Data. Customer grants PowerDMS a worldwide, perpetual, irrevocable, royalty-free license to use, disclose, reproduce, license or otherwise distribute and incorporate into the Services and the PowerDMS Technology any "**Volunteered Data**".

3.6. Federal Government Use. If the Services or the PowerDMS Technology are made available to a federal government end user, for ultimate federal government end use, technical data and software rights related to the Services include only those rights customarily provided to the public as specified in this Agreement.

4. **Fees**

4.1. Fees. Customer will pay PowerDMS all fees specified in a Service Order. Except as otherwise specified in this Agreement or in a Service Order Form, payment obligations are non-cancelable, and fees paid are non-refundable, and quantities purchased cannot be decreased during the relevant subscription term.

4.2. Payment Terms. Fees set forth in each Service Order are due on the date set forth on the invoice referencing such Service Order.

4.3. Customer Purchase Orders. Except as otherwise specified in a Service Order, Customer will not require any purchase order to pay fees due or otherwise to perform its obligations with respect to any Service Order. Any reference to a purchase order in a Service Order or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order or in any way be deemed to modify, alter, supersede or supplement any Service Order or this Agreement.

4.4. Taxes. The fees set forth in each Service Order do not reflect any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “**Taxes**”). Customer is responsible for paying all Taxes associated with Customer's purchase and use of Services, excluding any taxes based upon PowerDMS's personal property ownership or net income. If PowerDMS has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 4.4, PowerDMS will invoice Customer for, and Customer will promptly pay, the amount of such Taxes unless Customer provides PowerDMS with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.5. Overdue Charges. Any invoiced amount that is not received by PowerDMS when due as set forth in a Service Order will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower.

4.6. Suspension of Services. If any amount owing by Customer is more than 30 days overdue, PowerDMS may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full.

4.7. Payment Disputes. PowerDMS will not exercise its rights under Section 4.5 or 4.6 so long as Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5. **Confidentiality**

5.1. Definition of Confidential Information. “**Confidential Information**” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. PowerDMS Confidential Information includes the PowerDMS Technology and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Service Orders (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

5.2. Obligations. The Receiving Party will use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

5.3. Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

5.4. Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 5, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

6. **Customer Data**

6.1. Data Protection. PowerDMS will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by PowerDMS personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for PowerDMS to rely upon the security processes and measures utilized by PowerDMS's cloud infrastructure providers.

6.2. Data Breach Notification. PowerDMS will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within custody and control (a “**Security Breach**”) within 72 hours of PowerDMS’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. Except to the extent required otherwise by applicable law, Customer will have approval rights on notifying any third-party regulatory authority of the Security Breach. If applicable law or Customer’s policies require notification of its Users or others of the Security Breach, Customer shall be responsible for such notification.

6.3. Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during the subscription term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on PowerDMS's systems using the then existing features and functionality of the Services, PowerDMS will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by PowerDMS, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, PowerDMS will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement.

7. **Term; Termination**

7.1. Term of Agreement. Subject to earlier termination as provided below, this Agreement begins on the Effective Date and continues until the last Service Order has expired or has been terminated.

7.2. Termination for Breach. A party may terminate this Agreement or any Service Order (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

7.3. Subscription Term and Renewal. The term of each subscription for Services will be as specified in the applicable Service Order. At least 30 days prior to the expiration of a Service Order, PowerDMS will send a new Service Order notifying Customer of the pricing applicable to a renewal subscription for a period equal to the expiring subscription term or one year (whichever is shorter). The new Service Order shall be deemed to be effective if Customer (a) returns the executed Service Order to PowerDMS, (b) remits payment to PowerDMS of the fees set forth in the invoice referencing the Service Order, or (c) the Customer or any of its Users access or use the Services after the expiration of the previous term.

7.4. Effect of Termination. Upon termination of this Agreement for any reason, Customer and its Users will cease all use of the Services and, except for PowerDMS's right to receive accrued but unpaid fees and as provided in Section 11.12 (Survival), all rights and obligations of the parties hereunder will automatically cease. Notwithstanding the foregoing, termination will not affect or prejudice any right or remedy that a party possesses with respect to any breach of this Agreement occurring on or before the date of termination. If this Agreement is terminated by Customer in accordance with Section 7.2, PowerDMS will refund to Customer any prepaid fees covering the remainder of the subscription term of all Service Orders after the effective date of termination.

7.5. Suspension. PowerDMS may suspend Customer’s or any User’s right to access or use any portion of the Services if PowerDMS determines that Customer’s or Users’ use of the Services (i) poses a security risk to the Services, PowerDMS or any third party, (ii) may adversely impact the Services, or the networks or data of any other PowerDMS customer, business partner or service provider, (iii) does not comply with this Agreement, a Service Order or applicable law, or (iv) may subject PowerDMS or any third party to liability. PowerDMS will endeavor to provide as much notice as is reasonably practicable under the circumstances, and to reinstate the Services as soon as reasonably practicable following resolution of the issue.

8. **Representation and Warranties; Disclaimers**

8.1. PowerDMS. PowerDMS represents and warrants that (a) it has the full power and authority to enter into this Agreement, to perform its obligations under this Agreement, and to grant the licenses and rights granted to Customer in this Agreement; (b) this Agreement is the legal, valid, and binding obligation of PowerDMS, enforceable against it in accordance with the terms hereof, except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws of general applicability governing the enforcement of the

rights of creditors or by the general principles of equity (regardless of whether considered in a proceeding at law or in equity) (c) it will comply with all applicable laws relating to its performance and/or obligations under this Agreement; (d) this Agreement does not conflict with any other contract or obligation to which it is a party or by which it is bound, and (e) it will perform the Services in accordance with this Agreement in a timely, professional and workmanlike manner.

8.2. Customer. Customer represents and warrants that (a) it has the full power and authority to enter into this Agreement, to perform its obligations under this Agreement, and to grant the licenses and rights granted to PowerDMS; (b) this Agreement is the legal, valid, and binding obligation of Customer, enforceable against it in accordance with the terms hereof, except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws of general applicability governing the enforcement of the rights of creditors or by the general principles of equity (regardless of whether considered in a proceeding at law or in equity); (c) this Agreement does not conflict with any other contract or obligation to which it is a party or by which it is bound; and (d) it will comply with all applicable laws relating to its performance and/or obligations under this Agreement.

8.3. Disclaimer of Implied Warranties. THE WARRANTIES SET FORTH IN SECTION 8.1 AND 8.2 ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY POWERDMS AND CUSTOMER, HEREUNDER, RESPECTIVELY. EACH OF POWERDMS AND CUSTOMER EXPRESSLY DISCLAIMS, AND THE OTHER PARTY HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, UNINTERRUPTED ACCESS, THAT THE SERVICES ARE SECURE, OR THAT THE SERVICES WILL BE AVAILABLE CONSTANTLY AND IN AN UNINTERRUPTED MANNER AND ANY OTHER IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, ALL THIRD-PARTY OFFERINGS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. POWERDMS MAKES NO WARRANTY THAT THE SERVICES WILL COMPLY WITH THE LAWS (INCLUDING WITHOUT LIMITATION ANY LAWS RESPECTING DATA PRIVACY) OF ANY JURISDICTION OUTSIDE OF THE UNITED STATES OF AMERICA. The provisions of this paragraph only apply to the extent allowable under Mississippi Law.

9. **Indemnification**

9.1. By PowerDMS. PowerDMS will defend Customer from and against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the Services infringe or misappropriate such third party's Intellectual Property Rights, provided PowerDMS is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement. The foregoing obligations do not apply with respect to any infringement resulting from the modification of the Services or combination of the Services with software, hardware, data, or processes not provided by PowerDMS, the continued use of the Services by Customer after being notified of the alleged infringement or after being informed of modifications that would have avoided the infringement, or Customer's use of the Services in violation of this Agreement or the applicable Service Order.

9.2. By Customer. To the extent permitted by applicable law, Customer will defend PowerDMS from and against claim, demand, suit or proceeding made or brought against PowerDMS (a) by a third party alleging that any Customer Data infringes or misappropriates such third party's Intellectual Property Rights, (b) in connection with Customer's violation of any applicable laws, or (c) in connection with a dispute between a User and Customer, in each case provided that Customer is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.

9.3. Mitigation. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by PowerDMS to be infringing, PowerDMS may, at its option and expense (a) replace or modify the Services to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Services, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Services.

9.4. Exclusive Remedy. This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 9.

10. Limitation of Liability.

10.1. Exclusion of Certain Claims. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COST OF COVER, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING LOSS OF BUSINESS, REVENUE OR ANTICIPATED PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, POWERDMS SHALL NOT BE LIABLE FOR THE CRIMINAL ACTS OF THIRD PARTIES. The provisions of this paragraph only apply to the extent allowable under Mississippi Law.

10.2. Limitation of Liability. EXCEPT WITH REGARD TO LIABILITY FOR THE INDEMNITY OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION), IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE SUM OF ALL AMOUNTS REQUIRED TO BE PAID BY CUSTOMER TO POWERDMS IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. The provisions of this paragraph only apply to the extent allowable under Mississippi Law.

11. General Provisions

11.1. Entire Agreement. This Agreement and any Service Orders executed by Customer constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous written, electronic or oral communications, representations, agreements or understandings between the parties with respect thereto. Any Service Order executed or amended, or any subscription term specified in any Service Order which is renewed or otherwise extended, shall be subject to the terms and conditions of this Agreement. Except for the terms of any Service Order executed by Customer, any additional, supplementary or conflicting terms supplied by either party (whether in hard copy or electronic form), including those contained or referenced in any invoice, purchase order or policies, are expressly rejected by each party and shall serve only the purpose of identifying the products or services ordered.

11.2. No Waiver. The failure of a party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision.

11.3. Assignment. This Agreement is not assignable, transferable or sublicensable by Customer except with PowerDMS's prior written consent. PowerDMS may assign this Agreement without Customer's consent to a parent, subsidiary, an acquirer of all or substantially all of the assets of PowerDMS or a successor by merger or other business combination. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11.4. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such provision will be deemed stricken from the Agreement and the remaining provisions of this Agreement will remain in full force and effect.

11.5. Relationship of Parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect whatsoever.

11.6. Publicity. Unless otherwise provided in the applicable Sales Order, PowerDMS may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.

11.7. No Third Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

11.8. Resolution of Disputes. In the event of a dispute between the parties regarding this Agreement, the parties hereby agree to attempt to resolve the dispute by entering into good faith negotiations. If, within thirty (30) days, the parties do not reach agreement on the resolution of the dispute, the parties agree to enter into non-binding mediation. If this is unsuccessful any dispute will be settled in a court of competent jurisdiction.

11.9. Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given (a) when received, if personally delivered; (b) when receipt is electronically confirmed, if transmitted by facsimile or e-mail; (c) the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and (d) upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be given using the contact information with respect to each party set forth in the applicable Service Order or such other contact information as may be designated by a party by giving written notice to the other party pursuant to this Section 11.9.

11.10. Force Majeure. Neither party will be liable for failure to perform its obligations hereunder, except the obligation to make payment due, to the extent that its performance is prevented, hindered or delayed as a

result of strikes, riots, fires, explosions, acts of God, acts of terrorism, war, governmental action, labor conditions, internet service interruptions or slowdowns, vandalism or cyber-attacks, or any other cause beyond the reasonable control of such party.

11.11. Electronic Signatures; Counterparts. Signatures and other express indications of agreement sent by electronic means (facsimile or scanned and sent via e-mail or signed by electronic signature service where legally permitted) will be deemed original signatures. This Agreement may be signed in multiple counterparts, each of which will be deemed an original and which will together constitute one agreement.

11.12. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates indicated below.

Customer	PowerDMS
City of Gulfport (MS)	PowerDMS, Inc. DocuSigned by: <i>Ben Davis</i> 72B750A01C644E4...
BY: _____	BY: _____
PRINT NAME: _____	PRINT NAME: Ben Davis
PRINT TITLE: _____	PRINT TITLE: CFO
DATE SIGNED: _____	DATE SIGNED: 6/3/2020



Service Order

Contract Details

Account Number: A-1382
Customer: Gulfport Police Department (MS)
Sales Rep: Salesforce Administrator

Order Details

Order #: Q-71049
Order Date: 9/4/2020
Valid Until: 9/4/2020
Subscription Start Date: 9/4/2020
Initial Term (months): 12

Customer Contact

Billing Contact: Gulfport Police Department (MS)

Address: Phillip Kincaid
Post Office Box S
Gulfport, MS 39502

Billing Contact Email: pkincaid@gulfport-ms.gov
Phone: 228-868-5838
Fax:

Payment Terms

Payment Term: Net 60

Notes:

PO Number:

Subscription Service

Item	Type	Start Date	End Date	Qty	Total
SDMS-AS	Recurring	9/4/2020	9/3/2021	300	\$4,590.00
Annual PowerDMS.com hosted subscription fee					
PowerSTANDARDS for MSLEAC	Recurring	9/4/2020	9/3/2021	1	\$950.00
Attach proofs to show compliance with MSLEAC Standard, assign assessment tasks, track revisions, and status-based grading.					
MSLEAC Manual (MS LE)	Recurring	9/4/2020	9/3/2021	1	\$0.00
View Standards Manual electronically.					
TOTAL:					\$5,540.00

Additional Terms and Conditions

Payment Terms All invoices issued hereunder are **due upon the invoice due date**. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable.

Terms & Conditions Unless otherwise agreed in writing by PowerDMS and Licensee, this Service Order and the services to be furnished pursuant to this Service Order are subject to the terms and conditions set forth here: <http://www.powerdms.com/terms-and-conditions/>. The Effective Date (as defined in the terms and conditions) shall be the date set forth below.

Accepted and Agreed By:

Gulfport Police Department (MS)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

THE INFORMATION AND PRICING CONTAINED IN THIS SERVICE ORDER IS STRICTLY CONFIDENTIAL

There next came on for consideration at a duly authorized meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the 16th day of June, 2020, the following Resolution:

A RESOLUTION BY THE GULFPORT COUNCIL APPROVING THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT IN CONNECTION WITH THE MOTOR VEHICLE FOR HIRE AUTHORITY, TO AUTHORIZE THE MAYOR TO EXECUTE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, the City of Biloxi, and the City of D'Iberville entered into that certain INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT AMONG THE CITY OF GULFPORT, THE CITY OF BILOXI, THE CITY OF PASS CHRISTIAN, AND THE CITY OF D'IBERVILLE FOR COOPERATION IN THE REGULATION OF MOTOR VEHICLE FOR HIRE AND FOR OTHER RELATED PURPOSES (the "ILA") as approved by the Attorney General of the State of Mississippi as of June 18, 2014, recorded in the records of the Harrison County Chancery Clerk as of June 25, 2014, and recorded in the records of the Secretary of State for the State of Mississippi as of June 27, 2014;

WHEREAS, the City of Gulfport, the City of Biloxi, and the City of D'Iberville subsequently entered into two amended and restated versions of the ILA:

- AMENDED AND RESTATED INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT AMONG THE CITY OF GULFPORT, THE CITY OF BILOXI, THE CITY OF PASS CHRISTIAN, AND THE CITY OF D'IBERVILLE FOR COOPERATION IN THE REGULATION OF MOTOR VEHICLE FOR HIRE AND FOR OTHER RELATED PURPOSES approved by the Attorney General of the State of Mississippi as of May 20, 2016, recorded in the records of the Harrison County Chancery Clerk as of May 25, 2016, and recorded in the records of the Secretary of State for the State of Mississippi as of June 02, 2016, and which expires on or about July 15, 2018.; and
- SECOND AMENDED AND RESTATED INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT AMONG THE CITY OF GULFPORT, THE CITY OF BILOXI, THE CITY OF PASS CHRISTIAN, AND THE CITY OF D'IBERVILLE FOR COOPERATION IN THE REGULATION OF MOTOR VEHICLE FOR HIRE AND FOR OTHER RELATED PURPOSES approved by the Attorney General of the State of Mississippi as of July 3, recorded in the records of the Harrison County Chancery Clerk as of July 9, 2018, and recorded in the records of the Secretary of State for the State of Mississippi as of July 10, 2018

WHEREAS, to provide continued consistency in the regulation of motor vehicles for hire within the incorporated municipalities of Gulfport, Biloxi, and D'Iberville, the said municipalities have determined that continuing as members of the Motor Vehicle for Hire Authority is in the best interest of the citizens of each of those municipalities and, in furtherance thereof, have proposed the attached Third Amended and Restated Interlocal Cooperation Agreement, attached hereto as Exhibit "A" to be approved by each municipal governing authority to be approved by the Attorney General of the State of Mississippi and recorded as required by statute, and

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 attached THIRD AMENDED AND RESTATED INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT AMONG THE CITY OF GULFPORT, THE CITY OF BILOXI AND THE CITY OF D'IBERVILLE FOR COOPERATION IN THE REGULATION OF MOTOR VEHICLE FOR HIRE AND FOR OTHER RELATED PURPOSES is hereby approved in the form attached as Exhibit "A"

Section 3. That the Mayor and the Municipal Clerk are authorized to execute and deliver the attached THIRD AMENDED AND RESTATED INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT AMONG THE CITY OF GULFPORT, THE CITY OF BILOXI AND THE CITY OF D'IBERVILLE FOR COOPERATION IN THE REGULATION OF MOTOR VEHICLE FOR HIRE AND FOR OTHER RELATED PURPOSES, and the City Attorney is authorized to deliver the fully executed agreement to the Mississippi Attorney General for approval as required by law.

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

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

YEAS:

NAYS:

ABSENT:

WHEREUPON, the President declared the motion carried and the Resolution adopted this the 16th day of June, 2020.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

MAYOR

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

APPROVED:

MAYOR

**THIRD AMENDED AND RESTATED INTERLOCAL GOVERNMENTAL
COOPERATION AGREEMENT AMONG THE CITY OF GULFPORT,
THE CITY OF BILOXI, AND THE CITY OF D'IBERVILLE
FOR COOPERATION IN THE REGULATION OF
MOTOR VEHICLE FOR HIRE AND FOR OTHER RELATED PURPOSES**

THIS AMENDED AND RESTATED INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT AMONG THE CITY OF GULFPORT, THE CITY OF BILOXI, AND THE CITY OF D'IBERVILLE FOR COOPERATION IN THE REGULATION OF MOTOR VEHICLE FOR HIRE AND FOR OTHER RELATED PURPOSES (this "Amendment") is entered into on the dates hereinafter set forth by and among the CITY OF GULFPORT, MISSISSIPPI ("Gulfport"); the CITY OF BILOXI, MISSISSIPPI ("Biloxi"); and the CITY OF D'IBERVILLE, MISSISSIPPI (D'Iberville), (hereinafter, collectively the "Participating Municipalities") each being a political subdivision and municipal corporation organized and existing according to the laws of the State of Mississippi pursuant to authority of an in accordance with Miss. Code Ann., as amended, Section 17- 13-1, et seq., being the "Interlocal Cooperation Act of 1974" and other applicable laws and regulations.

WHEREAS, the Participating Municipalities entered into that certain INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT AMONG THE CITY OF GULFPORT, THE CITY OF BILOXI, THE CITY OF PASS CHRISTIAN, AND THE CITY OF D'IBERVILLE FOR COOPERATION IN THE REGULATION OF MOTOR VEHICLE FOR HIRE AND FOR OTHER RELATED PURPOSES (the "ILA") as approved by the Attorney General of the State of Mississippi as of June 18, 2014, recorded in the records of the Harrison County Chancery Clerk as of June 25, 2014, and recorded in the records of the Secretary of State for the State of Mississippi as of June 27, 2014;

WHEREAS, the City of Pass Christian, Mississippi, a political subdivision and municipal corporation, a party to the original ILA, withdrew from the Authority (as defined herein) effective April 27, 2016;

WHEREAS, the Participating Municipalities subsequently entered into two amended and restated versions of the ILA:

- AMENDED AND RESTATED INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT AMONG THE CITY OF GULFPORT, THE CITY OF BILOXI, THE CITY OF PASS CHRISTIAN, AND THE CITY OF D'IBERVILLE FOR COOPERATION IN THE REGULATION OF MOTOR VEHICLE FOR HIRE AND FOR OTHER RELATED PURPOSES approved by the Attorney General of the State of Mississippi as of May 20, 2016, recorded in the records of the Harrison County Chancery Clerk as of May 25, 2016, and recorded in the records of the Secretary of State for the State of Mississippi as of June 02, 2016, and which expired on or about July 15, 2018.; and

- SECOND AMENDED AND RESTATED INTERLOCAL GOVERNMENTAL COOPERATION AGREEMENT AMONG THE CITY OF GULFPORT, THE CITY OF BILOXI, THE CITY OF PASS CHRISTIAN, AND THE CITY OF D'IBERVILLE FOR COOPERATION IN THE REGULATION OF MOTOR VEHICLE FOR HIRE AND FOR OTHER RELATED PURPOSES approved by the Attorney General of the State of Mississippi as of July 3, recorded in the records of the Harrison County Chancery Clerk as of July 9, 2018, and recorded in the records of the Secretary of State for the State of Mississippi as of July 10, 2018 and which expires of July 15, 2020

WHEREAS, pursuant to Section 1.3 Amendment or Termination of the ILA, the Participating Municipalities may amend the ILA by consent; and

WHEREAS, the Participating Municipalities desire to amend the ILA to modify the termination date by extending it for an additional two years.

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

WITNESSETH:

ARTICLE I. DURATION, TERMINATION AND AMENDMENT

Section 1.01 Duration.

- A. This Agreement shall be in full force and effect for a period commencing on the effective date hereof (as hereinafter provided) and running through and including July 15, 2022
- B. **Effective Date.** The effective date hereof shall be the date on which the following required events are completed: (1) Approval of the Agreement by Resolution by the City of Gulfport, the City of Biloxi, and the City of D'Iberville; (2) Execution of the Agreement on behalf of the Cities and (3) Submission of Agreement to the Attorney General and approval or ratification by law, and filing of the Agreement with the Chancery Clerk in conformity with the requirements of Miss. Code of 1972 Ann., as amended, § 17-13-11.

Section 1.02 Renewal. This Agreement shall not automatically renew, but may be renewed by each participating municipality by vote of each newly elected governing authority, by resolution, spread upon its minutes accepting continuation of this Agreement for the term of office of each governing authority.

Section 1.03 Amendment or Termination.

- A. By Consent.** This Agreement may be amended by or terminated by mutual consent in writing of all of the parties duly authorized by their respective Governing Authorities.
- B. By Notice.** Any party to this Agreement may terminate its participation in the Agreement upon three (3) months written notice to the Mayor of each of the Participating Municipalities.
- C. Authority.** Action taken under this Section shall be by Resolution in the same procedural manner for each Governing Authority as required for adoption of this Agreement. The Cities shall act according to law by and through the respective Mayors and City Councils/Boards of Alderman ("Governing Authorities").

ARTICLE II. STATUTORY AUTHORITY AND PURPOSE

Section 2.01 Statutory Authority of the Cities. Pursuant to Miss. Code Ann. § 21-27-121, the governing authorities of municipalities shall have the power to fix the rates and charges of persons operating motor vehicles for the transportation of persons for compensation within the limits of the municipality. Further, pursuant to Miss. Code Ann. § 21-27-131, *et seq.*, the governing authorities of municipalities have the authority to adopt a licensing scheme for the operators of Motor Vehicles for Hire and to enforce the same, to require insurance of operators of motor vehicles for hire, to require vehicle registration and numbering of motor vehicles operated for hire.

Section 2.02 Responsibility. A separate, legal or administrative entity is created by this Agreement to oversee the regulation of motor vehicles for hire within the municipalities of Harrison County, Mississippi, with representatives of each participating municipality being a part of that entity.

Section 2.03 Definitions.

- A. Fee.** For the purposes of this Agreement, the word "fee" shall mean rates and charges.
- B. Motor Vehicle for Hire.** For purposes of this Agreement the phrase "motor vehicle for hire" shall mean any motor vehicle, animal-drawn vehicle, pedicab or other vehicle designed or used for the transportation of passengers for hire, the charges for the use of which are determined by agreement, mileage or by the length of time for which the vehicle is engaged. The following are excluded from the definition of "motor vehicle for hire" under this Agreement:
 - i.** Limousines or any other vehicle owned solely by a funeral home and used for the performance of funeral services. However, if the limousine or other vehicle owned by a funeral

home is used for other transportation-for-hire purposes for which a fee is charged, such vehicle is not excluded;

- ii. Ambulances and other medical transport service vehicles; however, nonemergency transportation vehicles are not excluded;
- iii. Vehicles provided by an employer or an employee association for use in transporting employees back and forth between the employees' homes and to the employers' place of business, with employees reimbursing the employer or employee association in an amount calculated to offset the reasonable expenses of operating the vehicle;
- iv. Vehicles owned and operated for the purpose of transporting the driver and/or others on a prearranged basis between their homes and places of employment or places of common destination and only charging a fee calculated to reasonably cover expenses (i.e., carpool, vanpool, etc.);
- v. Vehicles owned and operated by hotels/motels which provide free transportation service to guests. However, vehicles operated by hotels/motels which provide transportation services for a fee are not excluded; and
- vi. Vehicles owned by a non-profit organization and carrying only passengers associated with that organization, if no compensation is received from any other person for carrying the passengers

ARTICLE III. FUNDING

Section 3.01 **Operational Funding.** The Participating Municipalities shall fund the operations of the Motor Vehicle for Hire Authority (the "Authority") by contributing funds each fiscal year in *pro rata* proportions which total the Authority's projected budgeted shortfall (which is defined as budgeted expenses less budgeted revenues) for each respective fiscal year. The *pro rata* proportions shall be measured as follows:

Prior to the termination of the fiscal year, the Administrator of the Authority, using the information maintained by the Authority, shall determine the proportionate share (ie, percentage) of hire vehicle trips in the previous fiscal year which terminated within the boundaries of each Participating Municipality. The percentage attributable to each municipality shall be the percentage amount of amount of each municipality's respective contribution to the Authority's budget shortfall.

ARTICLE IV. PROVISIONS RELATED TO THE JOINT REGULATION OF MOTOR VEHICLES FOR HIRE IN THE MUNICIPALITIES OF HARRISON COUNTY

Section 4.01 **Purpose.** The Participating Municipalities of Harrison County, in an effort to provide consistency in the regulation of motor vehicle for hire Industry within the incorporated municipalities of Harrison County, desire to create and form a joint administrative body, the Motor Vehicle for Hire Authority (the "Authority").

Section 4.02 **Composition.** The Authority shall be comprised of one (1) duly appointed and confirmed representative for each Participating Municipality. The members of the Authority shall exercise the powers of the Authority.

Section 4.03 **Terms.** Authority members shall serve terms of three (3) years.

Section 4.04 **Officers.** The Authority shall elect a President and a Vice President at the last meeting of each fiscal year, who shall serve in their respective offices for the next fiscal year. The Vice President shall act in the absence or disability of the President.

Section 4.05 **Salary/Per Diem.** The Authority members shall serve without salary but shall be entitled to receive *per diem* as provided for in Section 25-3-60, Miss. Code of 1972 (as amended), and actual and necessary expenses incurred while in the performance of any duties as a member of the Authority as provided in Section 25-3-4, Miss. Code of 1972 (as amended).

Section 4.06 **Removal from the Authority.** Any Authority member who does not attend three (3) consecutive regular meetings shall be subject to removal by a majority vote of Authority members in attendance at any meeting and shall be replaced with an appointment from the governing authority which originally appointed him/her to serve out the remainder of the term.

Section 4.07 **Bond.** Each Authority member shall be required to give bond in the sum of not less than Fifty Thousand Dollars (\$50,000.00), with sureties qualified to do business in this State, and the premiums of the bonds shall be an expense of the Authority. Each bond shall be payable to the Authority. The condition of each bond shall be that each Authority members will faithfully perform all duties of his/her office and account for all monies or other assets which shall come into his or her custody as a member of the Authority. The Authority may require that an applicant to the Authority for a license or permit hereunder provide a reasonable bond, of not more than Five Hundred Dollars (\$500.00), to guarantee the faithful observance of the law as well as the rules and regulations which are adopted by the Authority.

Section 4.08 **Meetings.** The Authority shall conduct regular meetings as set forth in its bylaws. The Authority shall establish rules and regulations regarding its meetings and may amend such bylaws, rules and regulations as may be necessary to conduct the business of the Authority. A quorum for any meeting of the Authority shall be the majority of the total membership of the Authority, excluding vacant positions. All

business of the Authority shall be transacted or authorized by unanimous vote of the Authority.

Section 4.09 Financial Matters. The Authority shall prepare and adopt a budget consistent with its bylaws estimating its expenses and revenue needs for each forthcoming fiscal year at least ninety (90) days prior to the beginning of each fiscal year. The Authority shall have the authority to receive and spend funds from any source in accord with the laws of the State of Mississippi. The receipt, disbursement and accounting for all funds of the Authority shall be conducted by a designated employee of the Authority or, in the absence of such an employee, by a designated member of the Authority. The books, financial records and other documents of the Authority shall be subject to audit at the request of any one of the Participating Municipalities. The Authority shall not have the authority to levy taxes or incur debt. The Authority shall have the authority to impose fees for services and for licenses and permits required herein.

Section 4.10 General Powers. The Authority shall have the right and powers necessary to make any rules and enforce any rule, regulation or fee to carry out the purposes of this Agreement, including, but not limited to the following:

- A. To adopt and enforce rules and regulations governing motor vehicles for hire which operate within the Participating Municipalities. These rules and regulations may include charges and fees to be paid to the Authority both by operators of motor vehicles for hire and by businesses engaged in the motor vehicle for hire industry.
- B. To adopt rules and regulations establishing rates of fare and charges authorized to be imposed by operators and businesses subject to the Authority's Jurisdiction.
- C. To adopt rules and regulations requiring routine inspections of motor vehicles for hire and establishing applicable fees for conducting said inspections;
- D. To adopt rules and regulations prohibiting the transfer of any permit, license, certificate or registration, or any other documentation issued by the Authority;
- E. To adopt rules and regulations regarding the licensing, suspension and revocation of any permit, license, certificate of registration or any other documentation issued by the Authority. Any person whose permit, license, certificate of registration or other documentation issued by the Authority has been denied, suspended, or revoked may appeal to the City Council of the municipality where that person resides. If that person does not reside in any of the Participating Municipalities, appeal shall be taken to the City Council of one (1) of the municipalities participating in this Agreement by filing a notice of appeal with the Clerk of the Council of the appropriate Participating

Municipalities within ten (10) business days of the action by the Authority appealed from;

- F.** To adopt rules and regulations requiring registration and numbering of vehicles utilized as a motor vehicle for hire within the Participating Municipalities;
- G.** To sue and be sued in its own name to enjoy all the projections, immunities and benefits provided by the Mississippi Tort Claims Act, as it may be amended from time to time;
- H.** To maintain office space at such place or places within the boundaries of the Participating Municipalities as the Authority may determine;
- I.** To own or lease real or personal property;
- J.** To invest monies of the Authority on such terms and in such manner as the Authority deems proper;
- K.** To apply for, accept, and utilize grants, gifts, and other funds from any source for any purpose necessary in support of the purpose of this Agreement;
- L.** To employ and terminate staff including, but not limited to, attorneys and consultants as may be necessary;
- M.** To enter into contracts for all operational needs of the Authority including but not limited to, contracts for conducting inspections of vehicles and for conducting background checks of applicants;
- N.** To request, receive, view, and retain copies of any criminal record pertaining to any applicant for a permit, license, certificate of registration, or any other documentation issued by the Authority;
- O.** To enter into contracts with any person or any public agency in furtherance of any of the purposes authorized by this Agreement. Any such contract may extend over any period of time, including a term which extends beyond the term of the majority of the existing Authority, notwithstanding any provision or rule of law to the contrary, may be upon such terms and for such consideration, nominal or otherwise, as the parties thereto shall agree and shall be binding upon the parties thereto according to its term;
- P.** To contract with any governing authorities within Harrison County under any terms mutually agreed to by the parties to carry out any powers, duties, or responsibilities granted by this act, or by any other laws to such governing authority;

- Q.** To acquire insurance for the Authority's property, real or personal, to insure against all risks as any insurance may, from time to time, be available; and
- R.** To apply for, contract for, accept, receive, and administer gifts, grants, appropriations and donations of money, materials, and property of any kind, including loans and grants from the United States, the state, a unit of local government, or any agency, department, district, or instrumentality of any of the foregoing, upon any terms and conditions as the United States, the state, a unit of local government, or any agency, department, district or instrumentality of any of the foregoing shall impose.

Section 4.11 Licensing authorized.

- A.** No person may drive or operate a motor vehicle for hire within the geographic boundaries of the Participating Municipalities unless he or she shall first have been licensed to do so by the Authority. The Authority may adopt rules and regulations establishing standards for the determination of whether it is in the best interest of the health, welfare and safety of the citizens of the Participating Municipalities to grant any Individual an operator's license or permit.
- B.** The Authority may require the applicant for an operator's license or permit to give a reasonable bond, of not more than Five Hundred Dollars (\$500.00), to guarantee the faithful observance of the law as well as the rules and regulations established by the Authority.
- C.** If the Authority refuses to grant an operator's license or permit to an applicant, an appeal may be taken to the City Council of the municipality where the applicant resides or where the applicant's employer is located, according to the procedure established in the Rules and Regulations of the Motor Vehicle for Hire Authority. If the applicant neither resides nor is employed by an employer located in any of the Participating Municipalities, appeal shall be taken to the City Council of the one of the municipalities participating in this Agreement. Appeals to the appropriate City Council shall be perfected by the filing of a Notice of Appeal with the Clerk of the Council of the appropriate participating municipality within ten (10) business days of the refusal to grant. The City Council, sitting as an appellate body, shall determine whether the best interest of the health, welfare and safety of the citizens of the Participating Municipalities would be served by permitting said applicant to pursue such vocation in the Participating Municipalities.

Section 4.12 Insurance.

- A.** No permit, license, certificate of registration, or any other documentation shall be issued by the Authority to the owner or operator of any motor vehicle owned or operated for hire in the Participating Municipalities, unless and until such owner or operator shall have filed with, and the same has been approved by, the Authority, an insurance policy, or certificates of insurance in lieu thereof, issued by an insurance company authorized to transact business in this state, in an amount required by the Authority, conditioned to pay any final judgment against the owner or operator for personal injuries or property damages resulting from or arising out of the use, maintenance or operation of the motor vehicle.
- B.** The insurance policy or bond, filed with the Authority, as required by this Section, shall contain a provision or endorsement to the effect that the same shall not be cancelled for any cause by either party thereto unless and until ten (10) days' written notice thereof shall have been given to the Authority.

Section 4.13 Penalties/ Enforcement. To provide an enforcement mechanism, the participating municipalities shall adopt an ordinance declaring that any person or persons who may violate any of the rules or regulations established by the Authority shall be guilty of a misdemeanor, and, upon conviction, shall be fined not more than Fifty Dollars (\$50.00) or thirty (30) days in jail, or by both such fine and imprisonment in addition to any revocation, suspension of any permit, license, certificate of registration, or any other documentation issued by the Authority. Failure of any owner or operator to comply with any requirements as to insurance coverage as may be imposed by the Authority shall be cause for revocation or suspension of his/her permit, or a fine not exceeding One Thousand Dollars (\$1,000.00), or both.

Section 4.14 Conflict. No rule or regulation of the Authority may conflict with Miss. Code Ann. § 21-27-121 and § 21-27-131, et seq. In the event of a conflict, the statutory provisions shall govern.

ARTICLE V. GENERAL PROVISIONS

Section 5.01 Severance of Provisions. In the event any provision or part of this Agreement shall be rendered or determined to be legally unenforceable, without legal authority, or in violation of any law or court decision, such provision or part shall be severed here from, and all remaining provisions and parts shall continue in full force and effect.

Section 5.02 Captions. The captions (titles or headings) of each section or subsection hereof are included for identification purposes only and shall not control the context or interpretation of the section or subsection that it identifies.

Section 5.03 Counterparts. This Agreement may be executed in more

than one (1) counterpart, each of which shall constitute an original, subject to at least one (1) original document meeting all official approval and filing conditions required by Miss. Code of 1972, as amended, Section 27-13-11.

WITNESS OUR SIGNATURES, as duly authorized for and on behalf of the City of Gulfport, the City of Biloxi, and the City of D'Iberville on the dates indicated below.

Signatures on following pages

[REST OF PAGE LEFT BLANK INTENTIONALLY]

THIS, the _____ day of _____, 2020.

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

By: _____
Billy Hewes, Mayor

ATTESTED BY:

MUNICIPAL CLERK

THIS, the _____ day of _____, 2020.

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

By: _____
Andrew "FoFo" Gilich, Mayor

ATTESTED BY:

MUNICIPAL CLERK

THIS, the _____ day of _____, 2020.

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

By: _____
Rusty Quave, Mayor

ATTESTED BY:

MUNICIPAL CLERK

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 CERTIFICATE OF PARTIAL SUBSTANTIAL COMPLETION
(LANDSCAPING AND IRRIGATION) FOR THE DOWNTOWN STREETSCAPE
IMPROVEMENTS PROJECT PHASE 3, TO AUTHORIZE THE MAYOR TO
EXECUTE SAID CERTIFICATE, AND FOR RELATED PURPOSES**

WHEREAS, Gulf Breeze Landscaping, LLC, was awarded the contract for the Downtown Streetscape Improvements Project Phase 3, which project was for demolition of existing pavements, construction of new sidewalks, new Intellistreet lighting, irrigation and landscaping in the area of 15th Street south to Highway 90 between 20th Avenue, near the Aquarium site; and

WHEREAS, work was partially substantially completed for the landscaping and irrigation portion of the referenced project as of April 23, 2020; and

WHEREAS, the Project Engineer has submitted for review the Certificate of Partial Substantial Completion, for the Landscaping and Irrigation portion of the Downtown Streetscape Improvements Project Phase 3, which, along with supporting documentation, is attached hereto collectively as Exhibit “A”.

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

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

SECTION 2. That the Certificate of Partial Substantial Completion be and it is hereby approved in the form as is found in Exhibit “A” to this resolution and is found to be in the best interest of the City, and the Mayor be and he is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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

To: Connie Debenport, Purchasing
CC: Mayor Billy Hewes Gerard Bellocq, Finance
Dr. John Kelly, CAO Wayne Miller, P.E., Public Works
From: Kris Riemann, P.E. *RKR*
Date: 5/8/20
Re: Certificate of Partial Substantial Completion (Landscaping and Irrigation)
- Downtown Streetscape Improvements, Phase 3

Attached for your consideration is the Certificate of Partial Substantial Completion for the above referenced project. This inspection was for the Landscaping and Irrigation portion for the Streetscape Project. This will allow the City take use of the landscaping and irrigation system only. It is reasonable to accept these landscaping and irrigation items now so that the City and the Aquarium can begin using them. This landscaping portion was substantially complete as of April 23, 2020. All punch list items shall be completed by the Contractor prior to the May 16, 2020. All other work is not complete and we are in discussions with our legal office and the contractor to come to a solution.

The project includes demolition of existing pavements, construction of new sidewalks, new Intellistreet lighting, irrigation and landscaping in the area of 15th Street south to Highway 90 between 20th Avenue to 23rd Avenue.

The project is funded by Community Development Block Grant funding. I recommend approval.

Please place this item on the May 19, 2020 Council Agenda.

Attachments: 1. Certificate of Partial Substantial Completion (Landscaping & Irrigation)



Department of Engineering

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

**CERTIFICATE OF PARTIAL SUBSTANTIAL COMPLETION
LANDSCAPING & IRRIGATION ITEMS**

City of Gulfport

Downtown Streetscape Improvements, Ph. III

DATE OF ISSUANCE: May 6, 2020

OWNER: City of Gulfport

CONTRACTOR: Gulf Breeze Landscaping, LLC ENGINEER: City of Gulfport, Department of Engineering

PROJECT: Downtown Streetscape Improvements, Ph. III

This Certificate of Substantial Completion applies to all Work under the Contract Documents for **PARTIAL PROJECT (LANDSCAPING & IRRIGATION ITEMS)**

TO: City of Gulfport
OWNER

AND TO: Gulf Breeze Landscaping, LLC
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, AND ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

April 23, 2020
DATE OF PARTIAL SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within ten (10) days of the issuance of this Certification of Partial Substantial Completion (Landscaping & Irrigation Items).

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, insurance, and warranties and guarantees shall be as follows:

RESPONSIBILITIES

OWNER: Owner assumes responsibility for maintenance starting April 23, 2020

CONTRACTOR: Contractor to complete the attached list of items to be corrected or completed and provide one full year warranty beginning December 06, 2019

The following documents are attached to and made a part of this Certificate:

Tentative List of Items to be Corrected or Completed

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on May 8, 2020.



Engineer- City of Gulfport, Department of Engineering

CONTRACTOR accepts this Certificate of Substantial Completion on May 8, 2020.



Contractor - Gulf Breeze Landscaping, LLC

OWNER accepts this Certificate of Substantial Completion on _____, 2020.

Owner - City of Gulfport

CHRISTIANPREUS

Landscape Architecture

Mailing:
307 De La Mare Avenue
Fairhope, AL 36532

1011 Desoto Street
Ocean Springs, MS 39564

T : 855.539.5086
M : 228.547.8586
F : 855.539.5086

DATE OF OBSERVATION: April 23, 2020

PUNCH LIST: ISSUED APRIL 28, 2020

PROJECT: Gulfport Streetscape, Phase 3

CONTRACTOR: Gulf Breeze, LLC.

REVIEWED BY: Christian Preus – CPLA Principal

This is a punch list of items that need to be addressed by the general contractor, landscape contractor, and irrigation contractor. The list below with general comments, and the plans attached with site specific comments shall be considered the list of items that shall be completed in order to finalize the project.

SITE & LANDSCAPE:

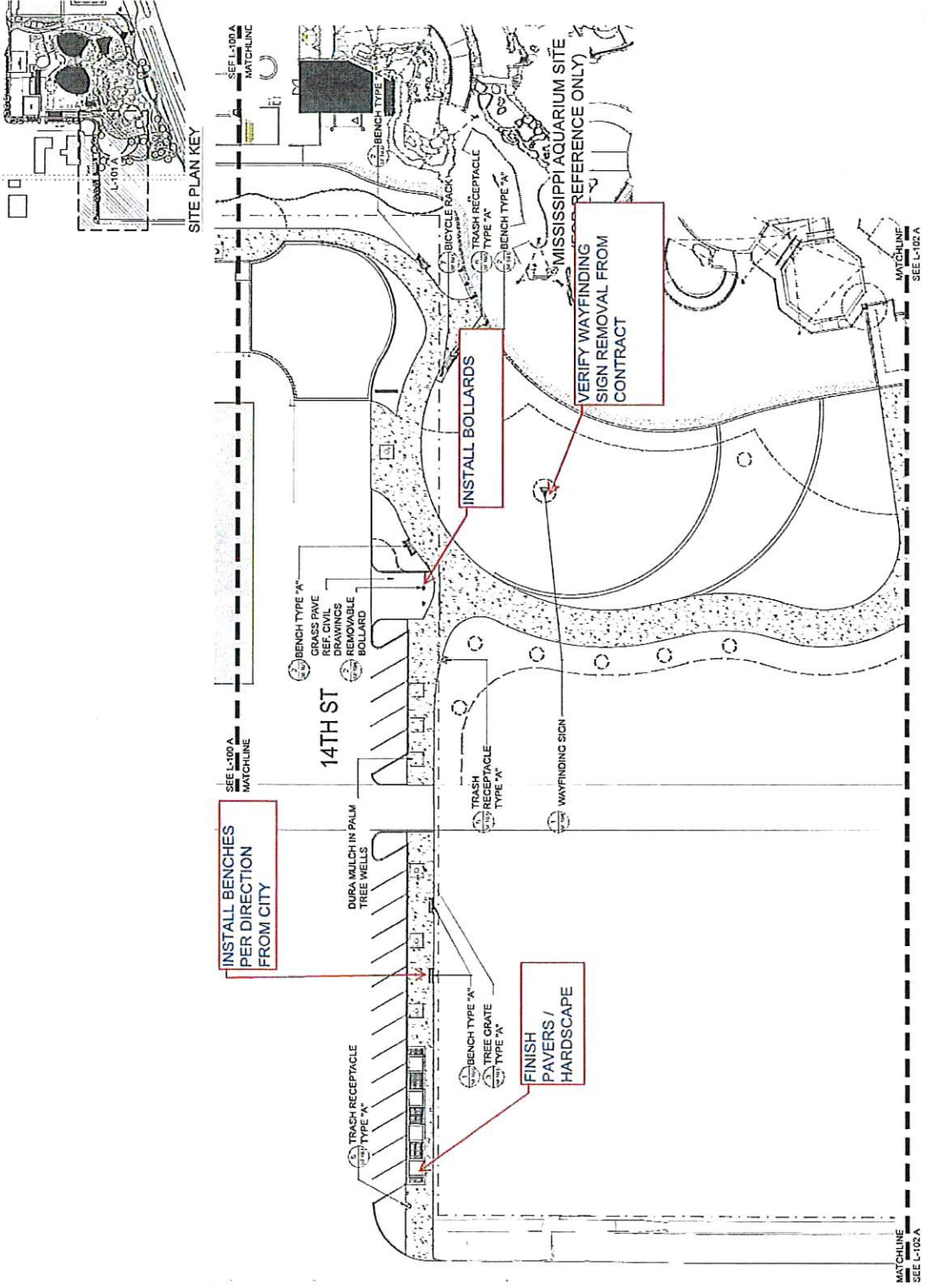
1. Clean trunks on palms to a consistent height as discussed
2. Cut dead Palm fronds off and dispose
3. Clean trunks of Elms as discussed
4. Move 1st row of juniper in areas discussed to fill extra bed.
5. Remove tree cables that are not still required and neatly circle them up with a zip tie under the tree grates for any future required use.
6. Tighten stakes on all leaning trees
7. Straighten leaning trees.
8. Make mulch flush with curb in palm wells.
9. Remove Trash in Beds
10. Remove Weeds in Beds
11. Remove Flags in Beds
12. Fill new beds with bed prep (max 3" below curb at edge of concrete)
13. Install site furnishings as discussed with back legs of benches mounted to concrete.
14. Clean walks and paved areas.
15. Remove all brown Palm fronds.
16. Remove and replace any dead plant material
17. Show proof of pre-emergent installation.
18. Install Benches per direction from the city
19. Install Bollards as per plans
20. Verify that wayfinding signage was removed from the contract
21. Roll all sod
22. Install any plant material that has not been installed in the project scope
23. Provide guidance on the elimination of Oak trees on West side of project
24. Finish sod in grass pave area
25. Verify date of plant install completion for clarification of warranty period.

IRRIGATION

1. Provide As-Builts per specs for 3 & 3B,
2. Provide 3 Laminated copies and PDF of Color-Coded Zone Plan for 3&3B
3. Verify that all of the flower basket irrigation is operational
4. Minimize overspray in all areas.
5. Adjust and Clean stuck nozzles
6. Replace broken or angled Nozzles.
7. Provide owner's manual and video of orientation
8. Install rain sensor
9. Final walk through of system will be conducted after all punch list items are complete.
10. Specific comments on attached plans



THE MATERIALS LISTED IN THE SPECIFICATIONS ARE BASED ON THE CURRENTLY AVAILABLE MATERIALS. THE DESIGNER IS NOT RESPONSIBLE FOR THE AVAILABILITY OF THE MATERIALS OR FOR THE RESULTS OF ANY SUBSTITUTIONS.



A SITE FURNISHING PLAN
SCALE: 1" = 30'

CHRISTIANPREUS
Landscape Architecture
1000 17th St NW, Suite 1000
Atlanta, GA 30334
404.525.1000
christianpreus.com

CELEBRATING 50 YEARS

1963-2013

www.bmaengineering.com

BROWN, MITCHELL & ALEXANDER, INC.

CONSULTING ENGINEERS

bma

1000 17th St NW, Suite 1000
Atlanta, GA 30334
404.525.1000
bmaengineering.com

DATE: 01/15/2013
BY: [Signature]

DOWNTOWN STREETSCAPE IMPROVEMENTS PROJECT - PHASE II

CITY OF GULFPORT, MISSISSIPPI

SITE FURNISHING PLAN

SF-101

SHEET

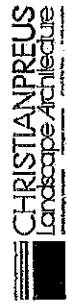
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BY: [Signature]

SCALE: 1" = 30'

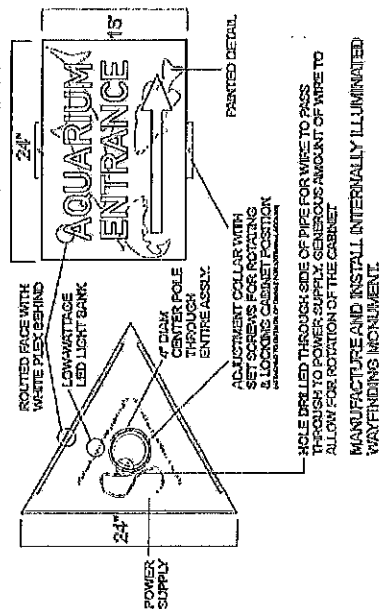
PROJECT: DOWNTOWN STREETSCAPE IMPROVEMENTS PROJECT - PHASE II

CITY: GULFPORT, MISSISSIPPI

CLIENT: CITY OF GULFPORT, MISSISSIPPI



FACE VIEW

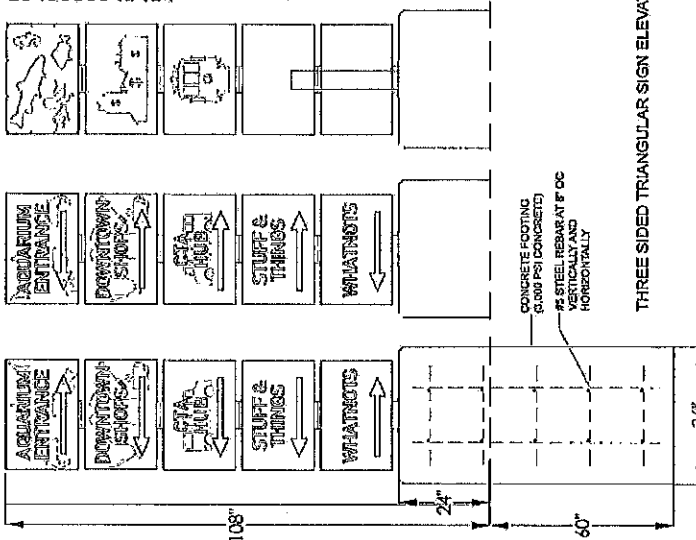


NOTE: CONTRACTOR TO PROVIDE
HARDWARE FOR EACH
CABINETS THAT
CORRESPONDS WITH THE
OWNER'S DESCRIBED USE.
CONTRACTOR SHALL
CONSULT WITH ENGINEER
AND OWNER REGARDING
HARDWARE AND SUBMIT A
FINAL DESIGN FOR
APPROVAL.

RAINBOW SIGNS OR
APPROVED EQUAL
PHONE 331-353-7711

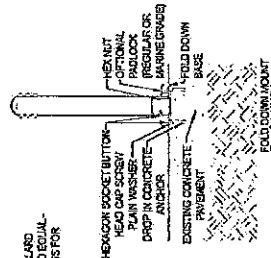
006514d
0062514d

THREE SIDED TRIANGULAR SIGN ELEVATIONS



WAY-FINDING SIGN DETAIL

2007-08-08



REINFORCE FOUNDRY R-800T REMOVABLE BOLLARD
WITH BLACK TEXTURED FINISH OR APPROVED EQUAL-
CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR
APPROVAL

RELINCE FOUNDRY CO. LTD.
UNIT 307, 6450-148 STREET
SURREY, BC V4S 7G7
TOLL FREE: 1-877-789-3246
PHONE: (604) 567-0460
FAX: (604) 536-8875
www.relinco-fofoundry.com

NOTES:

1. INCUBATION MUST COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. ALL DATA BEING ANY CONSIDERED TRUE AND REFLECT MANUFACTURER'S SPECIFICATIONS.
3. DO NOT SCALE DRAWING.
4. CONTRACTORS NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.cadsoft.com/usa

REMOVABLE BOLLARD DETAIL

INSTR. 10

CHRISTIANPREUS
Landscape Architecture

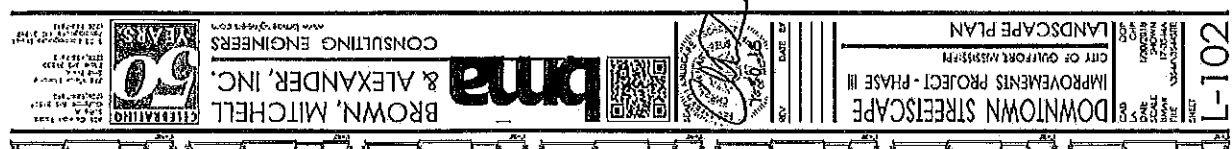
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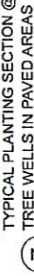
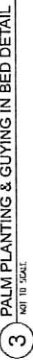
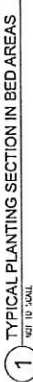
LANDSCAPE PAY ITEMS NOTE:
THE QUANTITIES IN THE PLANT USE LIST ARE FOR THE TOTAL PROJECT. HOWEVER, THE PAY ITEMS IN THE BID TAB REFLECT DIVIDED QUANTITIES THAT SHOULD TOTAL THOSE REPRESENTED IN THE PLANT USE LIST. IF CONTRACTOR NOTICES A DISCREPANCY, HE SHOULD NOTIFY THE LABOR ENGINEER IMMEDIATELY DURING THE BID PROCESS.

CHRISTIANPREUS
Landscape Architecture
10000 Highway 100, Suite 100, Dallas, TX 75243
Phone: 972.343.8800 Fax: 972.343.8801
www.christianpreus.com

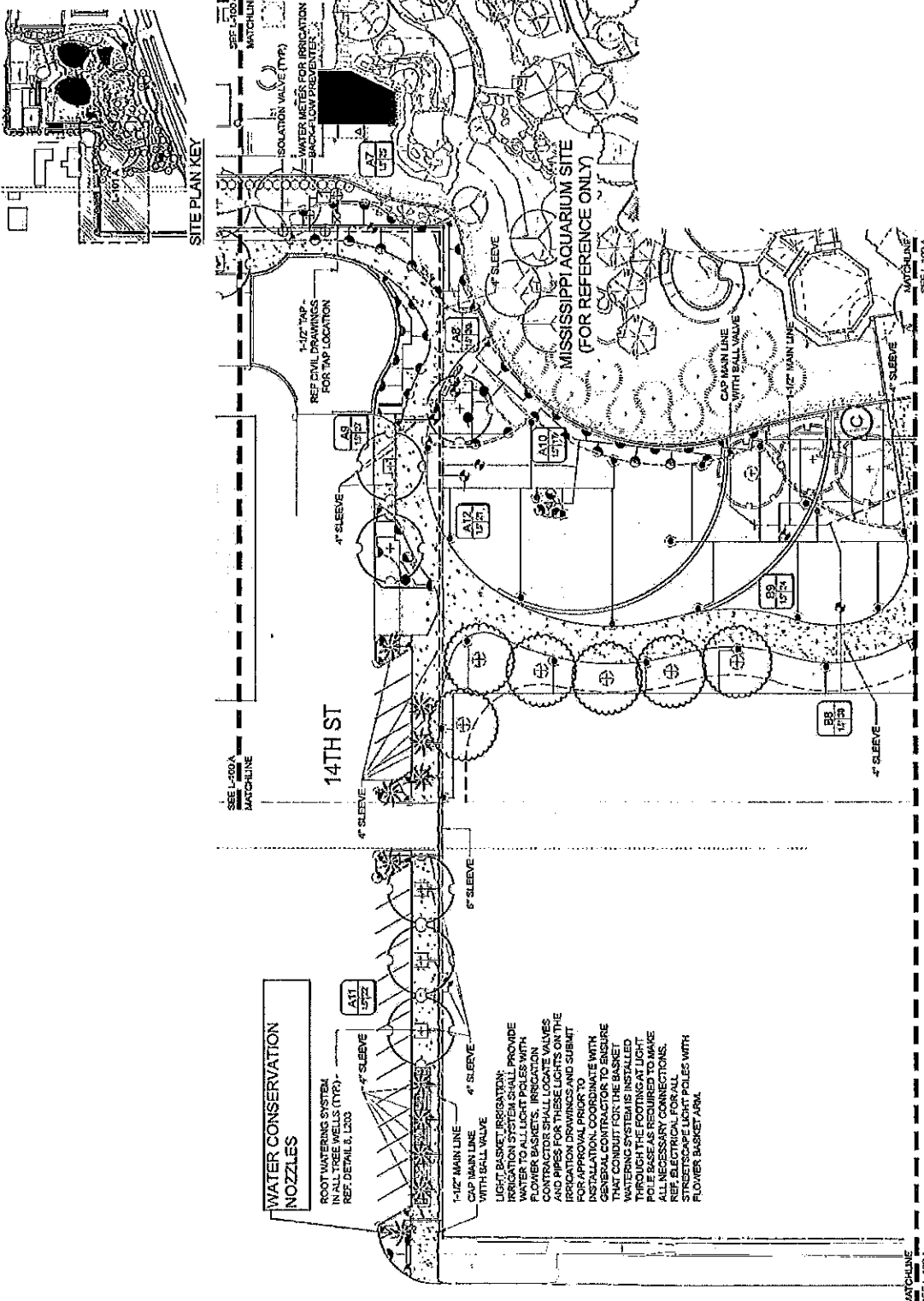


CHRISTIANPREUS
Landscape Architecture
P.O. Box 11444 • Dallas, TX 75211-0444
Tel: 214.343.1144 • Fax: 214.343.1145
www.christianpreus.com





THESE PLANS, SPECIFICATIONS AND NOTES ARE PREPARED BY THE ENGINEER AND ARE NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE IRRIGATION SYSTEM AND DOES NOT INCLUDE THE DESIGN OF THE BUILDING OR THE STRUCTURE. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE IRRIGATION SYSTEM AND DOES NOT INCLUDE THE DESIGN OF THE BUILDING OR THE STRUCTURE.



IRRIGATION PLAN
 SCALE 1" = 30'
 SEE L-102A

CHRISTIANPREUS
 Landscape Architecture

IRRIATION PLAN

IMPROVEMENTS PROJECT - PHASE III

CITY OF GULFPORT, MISSISSIPPI

DATE: 10/15/10

BY: [Signature]

L-201

PROJECT: DOWNTOWN STREETSCAPE

DATE: 10/15/10

BY: [Signature]

BROWN, MITCHELL & ALEXANDER, INC.

CONSULTING ENGINEERS

1000 PINE STREET, SUITE 100

MOBILE, AL 36688

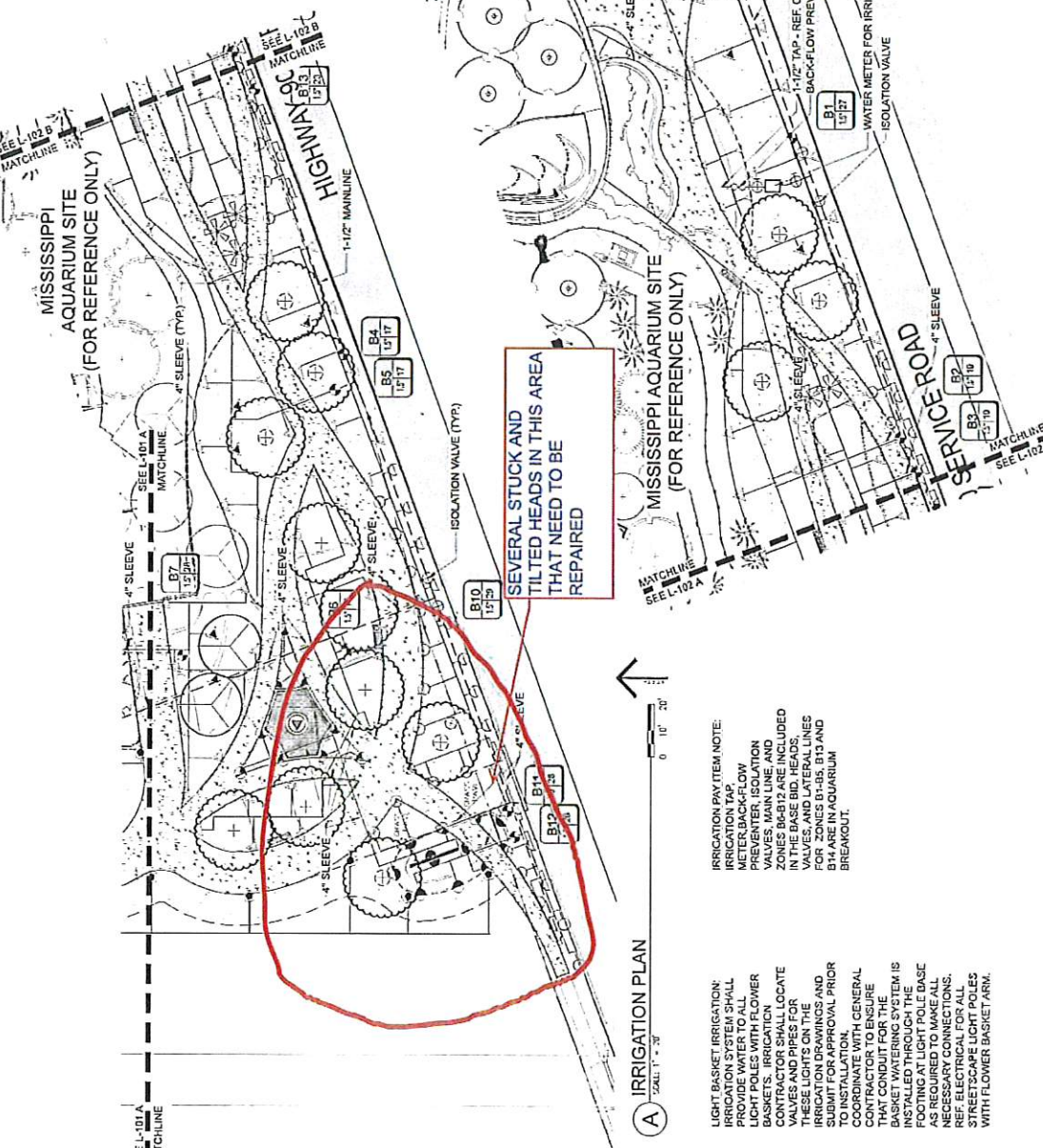
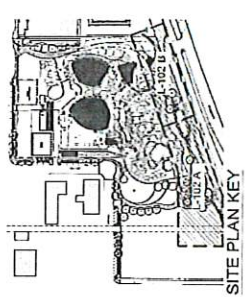
TEL: 251-938-1111

WWW.BMAENGINEERS.COM

30 YEARS

OF SERVICE

THE PROPOSED IRRIGATION SYSTEM SHOWN ON THIS PLAN IS BASED ON THE INFORMATION PROVIDED BY THE CLIENT. THE DESIGNER HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS ASSUMED THAT THE INFORMATION PROVIDED IS ACCURATE. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE SITE AND HAS NOT VERIFIED THE INFORMATION PROVIDED. THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY OF THE SITE AND HAS NOT VERIFIED THE INFORMATION PROVIDED.

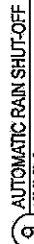
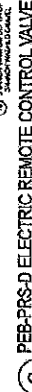
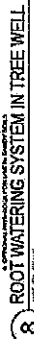
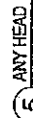
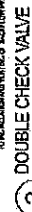
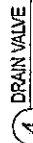


A IRRIGATION PLAN
SCALE: 1" = 20'

IRRIGATION PAY ITEM NOTE:
IRRIGATION SYSTEM SHALL PROVIDE WATER TO ALL LIGHT POLES WITH FLOWER BASKETS. IRRIGATION CONTRACTOR SHALL LOCATE VALVES AND PIPES FOR THE IRRIGATION SYSTEM. IRRIGATION CONTRACTOR SHALL SUBMIT FOR APPROVAL PRIOR TO INSTALLATION. COORDINATE WITH GENERAL CONTRACTOR TO ENSURE THE IRRIGATION SYSTEM IS INSTALLED THROUGH THE FOOTING AT LIGHT POLE BASE AS REQUIRED TO MAKE ALL NECESSARY CONNECTIONS. THE IRRIGATION CONTRACTOR SHALL PROVIDE ALL LIGHT POLES WITH FLOWER BASKET ARM.

B IRRIGATION PLAN
SCALE: 1" = 20'





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 NEGOTIATIONS TO ACQUIRE RIGHT OF WAY EASEMENTS AND RELATED INTERESTS AND TO DO ANY ACTS NECESSARY AND LEGAL, INCLUDING PROSECUTION IN SPECIAL COURT OF EMINENT DOMAIN, TO OBTAIN TITLE FOR THE CITY UNDER MISS. CODE ANN. SEC. 11-27-81, ET SEQ., AND, IF NECESSARY, TO EXPEDITE THE “LANDON ROAD WIDENING PROJECT”, TO AUTHORIZE SPECIAL CHECKS TO ACQUIRE THE PROPERTY INTERESTS STATED HEREIN, AND FOR RELATED PURPOSES

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

WHEREAS, in order to complete this Project, the City must acquire right of way easements and temporary construction easements from the Harrison County School District and negotiate with sixteenth section lease holders along Landon Road; and

WHEREAS, pursuant to authority of the Governing Authority, the City has heretofore obtained appraisals to determine the fair market value of compensation and damages (i.e., just compensation) that the City shall pay to each land owner and interested party for the right of way easements and other interests necessitated by this project, and such appraisals were performed by Everette E. Ladner, III, a licensed and certified general real estate appraiser in Gulfport,; and

WHEREAS, the Mayor and City Council (“Governing Authority”) of the City of Gulfport find that authority should be granted to legal counsel to negotiate acquisition of easements at the appraised fair market value, and to commence suit for eminent domain where negotiations are not successful, and to assert the special provisions of state law for immediate entry, possession and title, and for special checks to issue as necessary to acquire the property interest, and to file suit for eminent domain and to obtain immediate entry and title under the quick-take provisions of Miss. Code Ann. §11-27-81, et seq. if necessary to meet project requirements and funding deadlines and to notify each land owner or interested party that the City shall offer the appraised fair market value for the easement acquisition, but the owner

may elect to offer the property to the City for less than fair market value; and to pay the Court appointed independent appraisers such sums not to exceed \$1,000.00, as required by the Special Court of Eminent Domain, and for special checks to pay City's appraisers, and any process fees or court costs required to expedite prosecution of these cases; and

WHEREAS, the City of Gulfport will suffer irreparable harm and delay by exercising the right to condemn the subject property through eminent domain proceedings under authority of Miss. Code Ann. §11-27-1 through §11-27-51, as its sole remedy for relief, and therefore for public convenience and necessity, including relieving traffic congestion in areas near and around Landon Road and US Highway 49, the City of Gulfport is entitled and should be hereby authorized to assert immediate right of possession under the authority of Miss. Code Ann. §11-27-1 through §11-27-51, as amended.

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

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

SECTION 2. That the City Attorney's Office be, and is hereby authorized to negotiate for acquisition of the easements, and to offer on behalf of the City of Gulfport to pay just compensation, in the amount of the appraised fair market value, according to the City's retained appraisers or negotiated sums to the owners and interested parties, as follows:

Tax Parcel Number: 0809D-02-002.000.

Ownership: Harrison County School District, or record title holder, their successors, assigns, and any other interested parties, as their interests may appear, the total sum for acquisition of a right of way easement according to survey and description attached hereto as "Exhibit A" at the appraised value of \$25,630.

Leaseholder: Anchor Development, LLC, or their successors, assigns, and any other interested parties, as their interests may appear, the total sum for leasehold interest associated with acquisition of a right of way easement according to survey and description attached hereto as "Exhibit A" at the appraised value of \$134,310.

SECTION 3. That fair market value, as established by appraisal and review appraisal shall be offered to each property owner and leaseholder, however the owner or leaseholder may agree to the easement purchase for less than fair market value. That if successful in negotiating this acquisition at the appraised value or negotiated sum, then “special checks” are hereby authorized to be issued to the property owners and any other interested parties established by legal counsel according to said appraised value or negotiated sum.

SECTION 4. That the Landon Road Widening Project is hereby declared to be for a public purpose and the private property interests hereinabove described are hereby found and declared to be necessary for public use (i.e., a public necessity), and it is necessary to acquire the property/ies expeditiously, as a result of which the aforesaid legal counsel is hereby authorized and directed to proceed to file and prosecute eminent domain proceedings pursuant to Miss. Code Ann. §11-27-1 through §11-27-91, against the individuals, corporations, partnerships, and any and all other persons or parties having or claiming title or interest in the property hereinabove set forth.

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

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

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

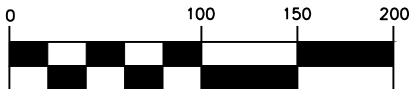
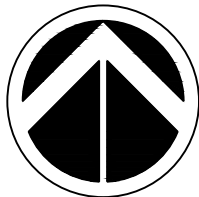
PRESIDENT

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

APPROVED:

MAYOR

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



(IN FEET)



City of Gulfport
Sanitary Sewer Easement
Inst 2009 1889D J1

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

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

Sam's Real Estate
Business Trust
Inst 2008 1370D J1
Inst 2009 714D J1
Inst 2010 533D J1
0809D-03-012.003

POB TEMP. CONST. ESM'T.
SET 1/2" REBAR W/CAP
N:340998.13
E:900132.16

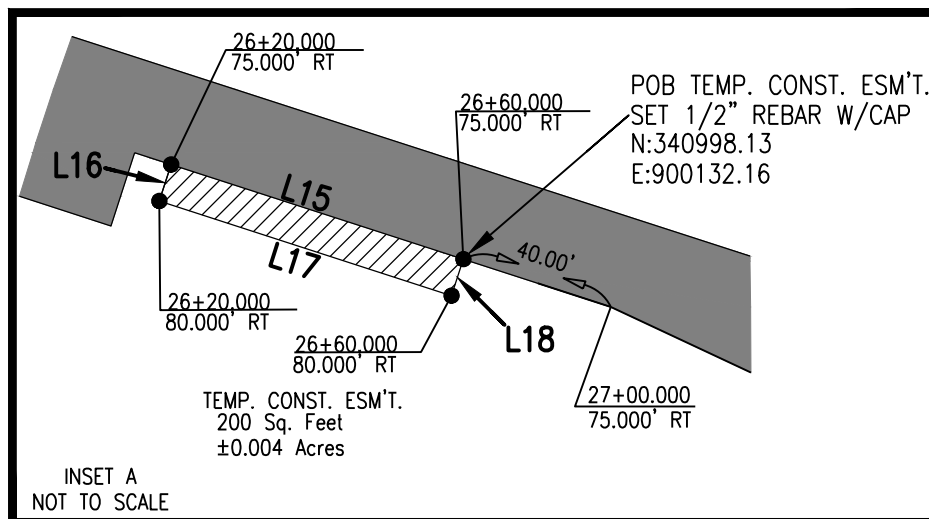
Daniel & Julia Chang
Inst. 2013 6193D J1
0809D-02-007.000/

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 72°21'11" E	144.70'
L2	S 71°48'17" E	251.18'
L3	S 19°51'53" W	15.01'
L4	S 71°45'29" E	133.59'
L5	S 13°08'52" W	57.12'
L6	N 51°14'59" W	27.31'
L7	N 72°04'00" W	70.00'
L8	N 64°56'30" W	80.62'
L9	N 72°04'00" W	85.00'
L10	S 17°56'00" W	10.00'
L11	N 72°04'00" W	20.00'
L12	N 17°56'00" E	10.00'
L13	N 72°04'00" W	252.83'
L14	N 17°32'07" E	53.37'
L15	N 72°04'00" W	40.00'
L16	S 17°56'00" W	5.00'
L17	S 72°04'00" E	40.00'
L18	N 17°56'00" E	5.00'

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

LEGEND

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



CERTIFICATION

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

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

4/8/2019

CLASS B SURVEY
DATE OF FIELD SURVEY
AUGUST 2018



Pickering

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

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

DESCRIPTION
R.O.W. EXHIBIT

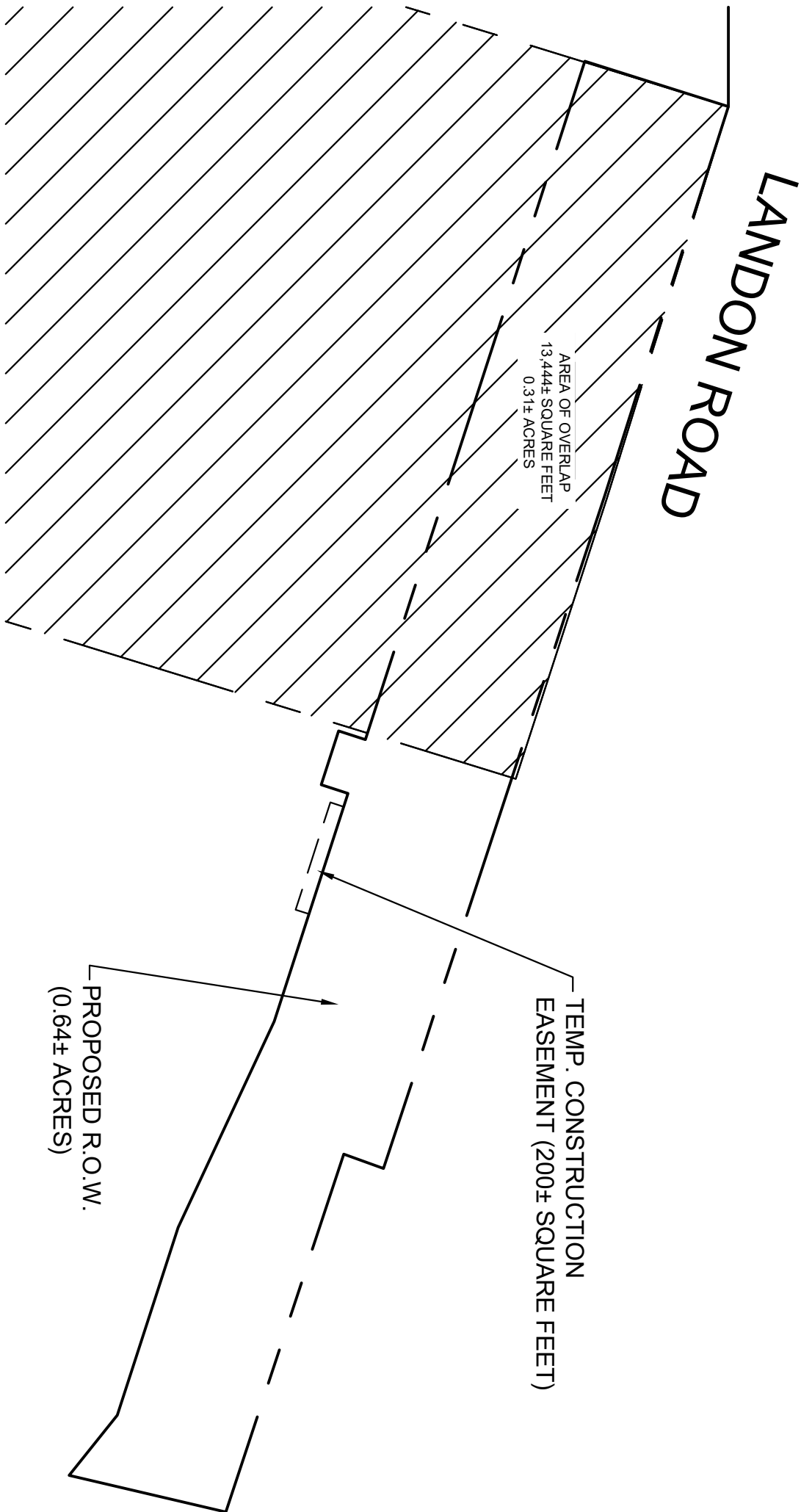
PROJECT #
25365.00

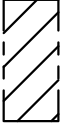
SHEET #

SCALE
1"=50'

DATE
04/08/2019

1



 = SUB-LEASE AREA

JOB #: 0330-20			
DRAWN BY: CWC			
CHECKED BY:			
DATE: 05/01/2020			
CITY OF GULFPORT ENGINEERING DEPARTMENT			
4050 HEWES AVENUE, GULFPORT, MS 39507			



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 SALE OF SIDEARM TO SERGEANT WAYNE PAYNE UPON HIS
RETIREMENT FROM THE CITY OF GULFPORT AND SETTING THE AMOUNT TO
BE PAID FOR SAID FIREARM PURSUANT TO
MISSISSIPPI CODE ANNOTATED § 45-9-131 (REV. 2014), AND FOR RELATED
PURPOSES**

WHEREAS, Mississippi law provides that, upon approval by the governing authorities, a member of any municipal law enforcement agency who retires under any state retirement system may purchase his personal sidearm from the municipality at a cost to be determined by the governing authorities; and

WHEREAS, Sergeant Wayne Payne, of the Gulfport Police Department, has retired from the City of Gulfport, effective May 1, 2020, and his retirement is pursuant to a state retirement system; and

WHEREAS, Sergeant Wayne Payne has expressed his desire to purchase his personal sidearm from the City at the time of his retirement; and

WHEREAS, the Gulfport Police Department has advised that the proper charge for the sidearm is \$4.81.

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

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

SECTION 2. That the Gulfport Police Department is authorized to sell to Sergeant Wayne Payne, in light of his retirement, his personal sidearm at a cost to Sergeant Payne of \$4.81.

SECTION 3. That this Resolution shall be spread upon the minutes of the Gulfport City Council and shall be effective according to law.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

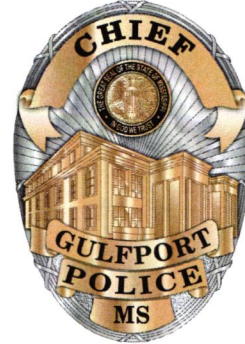
PRESIDENT

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

MAYOR

Gulfport Police Department

Memorandum



To: Mayor Bill Hewes
From: Chief Leonard Papania
Date: May 1, 2020
Re: **Purchase of Duty Weapon for Retired Officer:
Wayne H. Payne, II**

I am requesting that the City Council authorize the Gulfport Police Department to sell the below described handgun to Sergeant Wayne Payne, who will retire from the Gulfport Police Department, effective May 1, 2020. This action is in compliance with **MS Code § 45-9-131**. Based on the fee previously approved, the charge will be \$4.81. Please place this item on the next council agenda.

(1) Glock 17 GEN 5 Serial #BGLZ 808 / Asset #0033009

I appreciate your consideration of this request.

Comptroller _____

Director of Police _____

CAO _____ Mayor _____



For General Finance Office Only

Date Entered: _____
Entered By: _____

**City of Gulfport
Fixed Asset
Transfer / Disposal Form**

Date of Transaction: 05/01/2020

Transaction Type: Retire/Dispose Transfer Adjust
(Please Circle) Auction Improve Update Location Memo

Department Initiating Action (code and description): 213-Police

If Transfer, Department Transferred to (code and description): _____

Location Transferred to (Bldg) _____

City ID Number: Asset # 0033009

Asset Description: Glock - 17 - GEN5

Serial Number or VIN: BGLZ 808

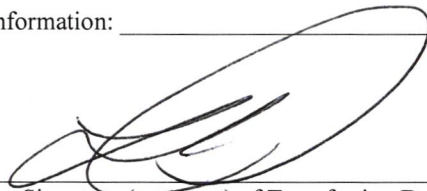
Mileage (if applicable): _____

Reason for Transaction: Retirement of Law Enforcement Officer (Wayne Payne)

Update Location Memo: _____

Date of Auction (if auction): _____

Other Information: _____


Directors Signature (or Agent) of Transferring Dept. _____ Date _____

Directors Signature (or Agent) of Transferring Dept. _____ Date _____

Gulfport Police Department

Memorandum

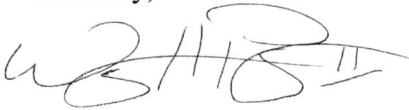
Date: May 1, 2020
To: Chief Leonard Papania
From: Sergeant Wayne Payne
Re: **Duty Weapon - Request to purchase**

Chief Papania,

According to the Gulfport Police Department General Order Policy 1.29 *Retirement Purchase of Firearm*, I would like to respectfully request to purchase my duty weapon upon my retirement effective **May 1, 2020** in accordance with Mississippi Code 45-9-131.

Thanking you in advance for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. H. Payne, II', with a stylized flourish at the end.

Wayne H. Payne, II

Wayne Payne - retired 5/1/2020



06/03/2020 15:49
dnorton

CITY OF GULFPORT
FIXED ASSET WORKSHEET

P 1
famstmnt

ASSET # 2216078	MASTER ASSET	DESCRIPTION	WEAPON PISTOL GLOCK 17 GEN5 9MM SEMIAUT
CLASS M1 MACHINERY & EQU	FUND SOURCE	MAINT CONT Y	INSURED N
SUBCL E04 WEAPONS	ACQUIS METH WR WARRANTY	VENDOR DESC Vendor Name Mi	CARRIER
COMMODITY 68052	ACQUIS DATE 01/24/2018	TYPE G	INSURED VAL 0.00
DEPT 213 Police	ACQUIS COST 481.00	EXPIRE DATE	EXPIRE DATE
LOC CODE 2001 POLICE HEADQUAR	ACRES 0.000	ANNUAL COST 0.00	POLICY CST 0.00
LOC MEMO	QTY 1	MEMO	
ROOM 5145	UNIT PRICE 0.00		
STORAGE LOC	PURCH MEMO WARRANTY REPLACE ADD A		
STATUS A ACTIVE	SOY BOOK 481.00	DEPRECIATE N	
CONDITION N NEW	CURRENT BOOK 481.00	DEPREC PRIN	432.90
CUSTODIAN POLICE CHIEF	EST SALVAGE 0.00	FIRST YR/PR /00	LAST YR/PR /00
TITLEHOLDER	REPL COST 481.00	EST LIFE 10	
TAG # 0033009	LAST INVENT 08/26/2019	PERIODS TAKEN 0	
SERIAL # BGLZ808	IMPROVE MEMO	ACCUM DEPREC 0.00	
MANUFACTURER GLOCK GLOCK INC.	RETIRE DATE		
MODEL G17 GEN5	DISP CODE		
MODEL YEAR 2018	DISP PRICE 0.00		
LICENSE #	SALE PRICE 0.00		
VEND # 290	PO # 196697	DOCUMENT #	INVOICE #
		INV DATE	INV AMT 30.00

User-Defined Fields

Field Name	Value				
G/L Accounts					
TYPE	DESC	ORG	OBJ	PROJ	PERCENT
1	ASSET	700	141300		100.00
2	CONTRA	700	300400		100.00
5	DEPRECIATION EXPENSE	700212	670100		100.00
6	ACCUMULATED DEPRECIATION	700	142000		100.00

PO Accounts

ORG	OBJ	PROJ	AMOUNT
213	612800		30.00
276	630100		451.00

\$4.01

From: [Bobby Hudson](#)
To: [Brittany L. Rodgers](#)
Subject: "Ending Systematic Racism" Peaceful Protest & Empowerment Rally- Request for Road Closure
Date: Tuesday, June 9, 2020 3:19:40 PM

Caution! This message was sent from outside of the City of Gulfport email system. Be careful where you click.

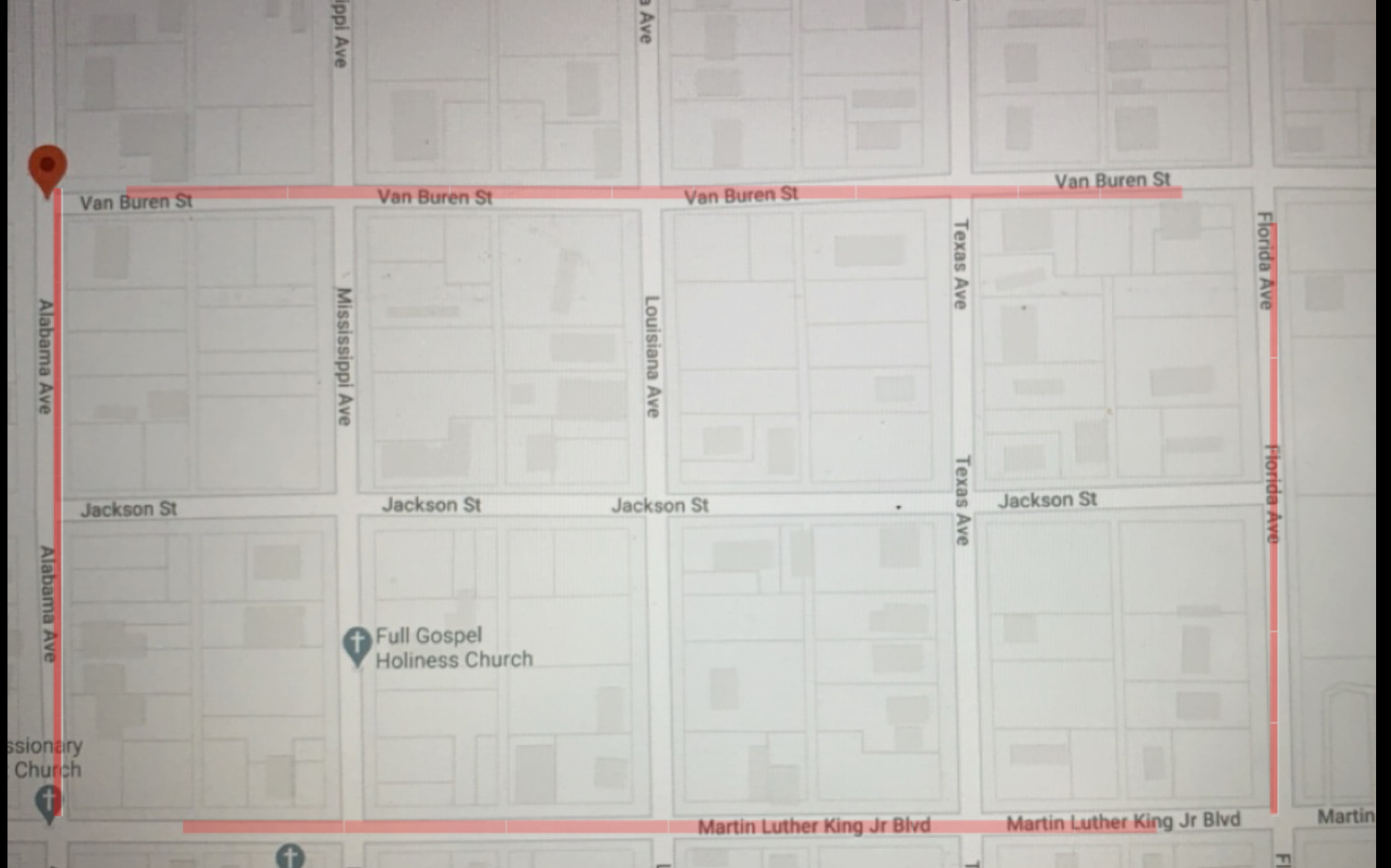
Good Evening Ms. Rodgers.

I would like to petition the City Council for a road closure for the attached route for the Peaceful Protest and Rally on June 27, 2020. I spoke with the Chief of Police and he is aware of the event, I would like permission from the council to close off the streets during the protest for the safety of the attendees.

--

Bobby L. Hudson III

B.A. Candidate in Public Policy Leadership
President of UM Phi Beta Lambda Chapter
Director of Intercampus Relations-Black Student Union
Lott Institute Ambassador
The University of Mississippi- Ole Miss
blhudson@go.olemiss.edu | (228)224-1950





June 8, 2020

Laurie Touns
City of Gulfport
2309 15th Street
Gulfport, MS 39501

Dear Laurie:

First United Methodist Church of Gulfport would like to request to block the street traffic in both directions from the corner of 15th Street and 23rd Avenue to the corner of 14th Street and 23rd Avenue for a BBQ Block Party from 9 AM to 2 PM on Sunday, June 28, 2020.

We know the city has allowed us to do this in the past and hope that you will approve doing so for this event, as we seek to bring our church family together in a safe way prior to returning to in person worship.

If you need more information, the best way to reach me is on my cell at (228)669-7028. Thank you.

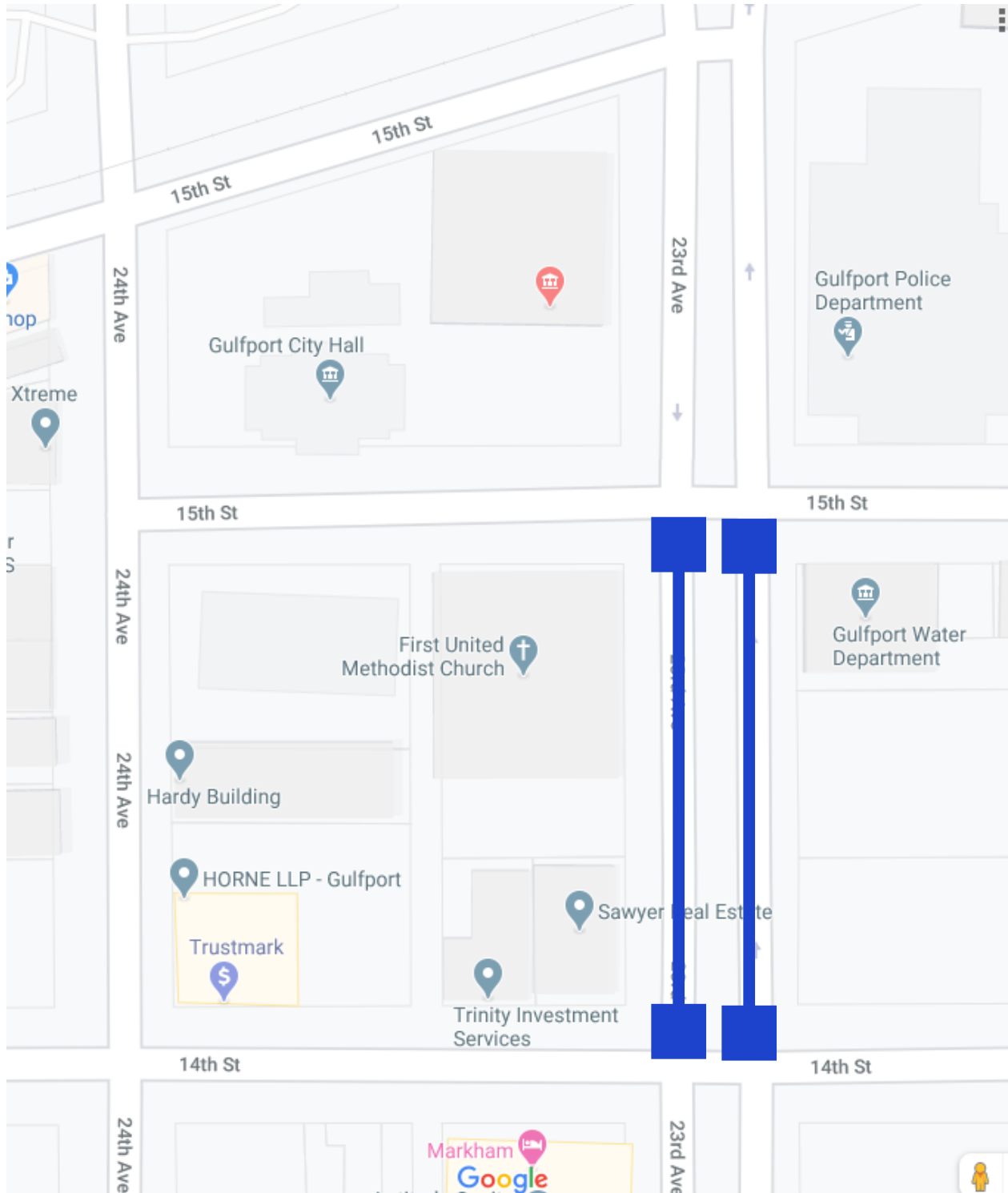
In peace and grace,

A handwritten signature in black ink that reads "Leslie Vaughn". The signature is written in a cursive, flowing style.

Leslie Vaughn
Director of Church Church Operations
2301 15th Street, Gulfport, MS 39501
(228) 863-0047

First United Methodist Church BBQ Block Party

Road Closure for 23rd Ave from 14th - 15th St.
Sunday June 28 from 9am-2pm
Requesting 4 road closed barricades



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 RECONFIRMING
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE
TO THE SPREAD OF COVID-19 AND POTENTIAL ASSOCIATED IMPACTS WHICH
THREATEN TO AFFECT AREAS WITHIN THE CITY, AND FOR RELATED
PURPOSES**

WHEREAS, on March 15, 2020, the Mayor of the City of Gulfport, Mississippi, proclaimed the existence of a “Civil Emergency” pursuant to authority of §45-17-3, *et seq.*, *Miss. Code Ann.* and the existence of a “Local Emergency” pursuant to authority of § 33-15-17(d), *et seq.*, *Miss. Code Ann.* and related statutes due to the spread of Covid-19, a novel coronavirus, within Mississippi and surrounding areas and the potential impacts thereof (illness, injury and death) which threaten to commence in the area and impact an area that includes the City of Gulfport, Mississippi (the “Civil Emergency” and the “Local Emergency” shall hereinafter be referred to collectively as the “State of Emergency”); and

WHEREAS, the Gulfport City Council, on March 17, 2020, on April 7, 2020, on April 21, 2020, and on May 19, 2020, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, because of the “State of Emergency” due to the aforesaid spread of Covid-19 and potential impacts thereof, Mayor Billy Hewes invoked emergency management provisions, including, without limitation, those set out in a Proclamation by the Mayor of the City of Gulfport Declaring a Civil and/or Local Emergency to Exist as a Result of a Threatened or Existing Public Health Emergency (Covid-19), and the Governor of the State of Mississippi declared that the State of Mississippi is, likewise, under a “State of Emergency”; and

WHEREAS, further, due to said “State of Emergency”, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need exists for continuing local emergency management and associated relief from Federal and State agencies to prepare for and respond to the impact and effects of the spread of Covid-19 and the potential impacts thereof, and shall continue until the Mayor and/or Governing Authority determines that conditions warrant the termination thereof.

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

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

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of the spread of Covid-19 and the potential impacts thereof.

SECTION 3. That a state emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including

emergency expenditures, coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of emergency by the Mayor or the Governing Authority, subject to review by the Governing Authority within thirty (30) days hereof.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/ administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Mayor or Governing Authority declares that a state of emergency no longer exists in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilman _____, seconded by Councilman _____, 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 RECONFIRMING
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE
TO THE IMPACTS OF TROPICAL STORM CRISTOBAL ON THE CITY OF
GULFPORT, AND FOR RELATED PURPOSES**

WHEREAS, by virtue of a Proclamation executed on Saturday, June 6, 2020, the Mayor proclaimed a “local emergency” pursuant to *Miss. Code Ann.* § 33-15-17(d) and a “civil emergency” pursuant to *Miss. Code Ann.* § 45-17-3, et seq., due to an imminent threat of a "natural disaster" resulting from Tropical Storm Cristobal and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about June 7-8, 2020; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local emergency management and associated relief from Federal and State governments to prepare for

and respond to the impact and effects of Tropical Storm Cristobal, and shall continue until the governing body terminates the local emergency once conditions warrant.

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

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

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of Tropical Storm nate.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/ administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

The above and foregoing Resolution, after having been first reduced to writing and read by the Clerk, was introduced by Councilman _____, seconded by Councilman _____, 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

PUBLIC WORKS

To: Mayor Billy Hewes and City Council

CC: Dr. John Kelly, CAO

Gerard Bellocq, Finance

Bobby Knesal, Senior Vice President - Utility Partners, LLC.

Brian Nelson, Project Manager - Utility Partners, LLC.

From: Wayne E. Miller, P.E., Director of Public Works



Date: 06/05/2020

Re: Recommendation Regarding Release of Retainage to Utility Partners, LLC for Performance of Water & Sewer Maintenance and Streets & Drainage Maintenance Contract for FY 2019

On June 16, 2020, the Department of Public Works and Department of Finance will present the final report of performance of Utility Partners, LLC for the contract of Water & Sewer Maintenance and Streets & Drainage Maintenance for FY 2019. This report details and summarizes the results of benchmark and performance findings.

From these final calculations, the amount of retainage to be released or paid to Utility Partners, LLC is shown. Below is a copy of that matrix for each area.

Utility Partners, LLC will be then given 30 days to respond to the reports.

On June 05, 2020, Utility Partners, LLC responded with the attached letter from Brian Nelson (Utility Partners, LLC Project Manager) accepting the report presented by our staff.

Based on the above information, I recommend releasing the amount from the invoices submitted by Utility Partners, LLC on June 5, 2020 and request the issuance of a special check in the amount of \$382,416.36.

Division	Year 8 Cost	Retainage (5%)	Retainage Withheld by City	Employee Shortage Reimbursement	Retainage to be Released to Utility Partners, LLC
Water & Sewer	\$4,277,619.96	\$213,881.04	\$0.00	\$0.00	\$213,881.04
Streets & Drainage	\$3,370,705.44	\$168,535.32	\$0.00	\$0.00	\$168,535.32
Total	\$7,648,325.40	\$382,416.36	\$0.00	\$0.00	\$382,416.36

Please place this item on the June 16, 2020 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments: 1. Brian Nelson Letter dated June 05, 2019
2. Invoice No. 2019-RET-WS from Utility Partners, LLC
3. Invoice No. 2019-RET-SD from Utility Partners, LLC



4050 Hewes Avenue
Gulfport, Mississippi 39507
Office: (228)868-5740
Fax: (228) 868-5743

June 5, 2020

To: Wayne Miller
From: Brian Nelson
Subject: FY 2019 Performance Report for Utility Partners, LLC

Mr. Miller,

After careful review of the performance report for fiscal year 2019, Utility Partners proudly accepts the report and its findings for the year. There is always room for improvement and we will continue to make strives to deliver better customer service and quality for the citizens of Gulfport. The report is a very useful tool in helping us identify areas which we can focus in order to improve and we appreciate the effort the City takes in order to provide us with such a valuable resource.

Please find attached our invoice for retainage for the Water and Sewer Department in the amount of \$213,881.04 and the Streets and Drainage Department in the amount of \$168,535.32, for a total balance due of \$382,416.36.

We appreciate the opportunity to provide service to the City of Gulfport and look forward to continuing our relationship and improving the level of service received by the citizens of Gulfport.

Sincerely,

Brian Nelson

Vice President- Public Works

APPLICATION FOR RELEASE OF RETAINAGE
June 5, 2020

INVOICE

Invoice No. 2019-RET-WS

CONTRACT FOR: Professional Services Contract for Water and Sewer Maintenance and Operations for Work accomplished between October 1, 2018 and September 30, 2019

GULFPORT, CITY OF – WATER & SEWER DEPARTMENT

Gulfport Public Works Department
4050 Hewes Ave.
Gulfport, MS 39507

Retainage Held for Contract Year Oct 2018 through Sept 2019 **\$ 213,881.04**

Balance Due **\$ 213,881.04**

CONTRACTOR'S Certifications:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through 96 inclusive; (2) title to all work, materials and equipment incorporated in said Work or otherwise listed in or covered by the Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

UTILITY PARTNERS, LLC, CONTRACTOR

B. Nel Authorized Signature

Payment of the above AMOUNT DUE THIS APPLICATION is recommended

Dated: 6-5, 2019

W. S. M. L. CITY OF GULFPORT – PUBLIC WORKS
Authorized Signature

APPLICATION FOR RELEASE OF RETAINAGE
June 5, 2020

INVOICE

Invoice No. 2019-RET-SD

CONTRACT FOR: Professional Services Contract for Streets & Drainage Maintenance and Operations for Work accomplished between October 1, 2018 and September 30, 2019

GULFPORT, CITY OF – STREETS & DRAINAGE DEPARTMENT

Gulfport Public Works Department
4050 Hewes Ave.
Gulfport, MS 39507

Retainage Held for Contract Year Oct 2018 through Sept 2019 **\$ 168,535.32**

Balance Due **\$ 168,535.32**

CONTRACTOR'S Certifications:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through 96 inclusive; (2) title to all work, materials and equipment incorporated in said Work or otherwise listed in or covered by the Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

UTILITY PARTNERS, LLC, CONTRACTOR



Authorized Signature

Payment of the above AMOUNT DUE THIS APPLICATION is recommended

Dated: 6-5, 2020



CITY OF GULFPORT – PUBLIC WORKS

Authorized Signature



OFFICE of DIRECTOR of
PUBLIC WORKS

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

June 16, 2020

Mayor Billy Hewes
Gulfport City Council
Bobby Knesal, Contract Administrator – Utility Partners, LLC.

**Re: Utility Partners, LLC. Performance Report for Water & Sewer
Maintenance and Streets & Drainage Maintenance**

Today, we present you with the staff Final Report of the Performance of Utility Partners, LLC. for the Contracts of Water & Sewer Maintenance and Streets & Drainage Maintenance for FY 2019. Retainage has been withheld from each monthly payment to Utility Partners, LLC. Release of this retainage for FY 2019 is based on the included performance results.

Per contract requirements, Utility Partners, LLC shall have 30 days to respond to these findings. The Departments of Public Works and Finance, considering any additional information provided by Utility Partners, LLC, shall then provide a final recommendation to the Mayor and City Council regarding overall performance and the disbursement of the retained amount. The Gulfport City Council shall make the final determination to release the retainage.

The information contained in this report was completed and approved by the signatures below for their perspective areas.

Wayne E. Miller, P.E.
Director of Public Works

Ryan D. Merrill, M.S.
Assistant Director of Public Works

Gerard Bellocq
Comptroller/City Clerk

Veronica Weaver, M.B.A.
Budget Analyst

John Thomas
Streets & Drainage Inspector

Joe Johnson
Streets & Drainage Inspector

Brian McKnight
Water & Sewer Inspector

Brian Jones
Water & Sewer Inspector

James O'Dell
Safety & Environmental Inspector

J. Tyler Gentry
Staff Engineer



DEPARTMENT OF PUBLIC WORKS

Utility Partners, LLC FY 2019 PERFORMANCE REPORT

**Water & Sewer Maintenance
Streets & Drainage Maintenance**



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1 EXECUTIVE SUMMARY

In October 2011, the City of Gulfport and Utility Partners, LLC entered into a new performance based contract for the Operations and Maintenance of Water, Sewer, Streets and Drainage. The total base fee for Year 8 is \$7,648,325.40.

The professional accounting firm of Mauldin & Jenkins, LLC were hired to review the records of the Public Works Department for accuracy with the contract requirements.

1.1 Water & Sewer Maintenance

- Customer Surveys/Satisfaction Rate 98.6 %
- Quality 99.8 %
- Completion % of Requests 100.0 %
- Response/Production Time 99.4 %
- Routine Maintenance 97.3 %

1.2 Streets & Drainage Maintenance

- Customer Surveys/Satisfaction Rate 96.9 %
- Quality 99.2 %
- Completion % of Requests 100.0 %
- Response/Production Time 98.5 %
- Routine Maintenance 98.9 %

Below is a summary of the Retainage Release Results:

Division	Year 8 Cost FY 2019	Retainage (5%)	Retainage Withheld by City	Employee Shortage Reimbursement	Retainage to be Released to Utility Partners, LLC
Water & Sewer	\$4,277,619.96	\$213,881.04	\$0.00	\$0.00	\$213,881.04
Streets & Drainage	\$3,370,705.44	\$168,535.32	\$0.00	\$0.00	\$168,535.32
Total	\$7,648,325.40	\$382,416.36	\$0.00	\$0.00	\$382,416.36



2 WATER & SEWER MAINTENANCE

In October 2011, the City of Gulfport and Utility Partners, LLC entered into a new performance based contract to operate and maintain the City's Water and Sewer Systems. This new contract features an improved benchmarking process from the previous 2006 contract. The performance based contract identified five (5) main areas to be measured that are shown below:

1. Customer Surveys/Satisfaction Rate
2. Quality
3. Completion % of Requests
4. Response/Production Time
5. Routine Maintenance

Each contract identifies retainage to be withheld from the contractor's monthly payment. The amount withheld is \$213,881.04 during FY 2019 for the Water & Sewer Maintenance Contract. A Benchmark Matrix to Release Retainage was developed to determine the percentage of the retained funds to be paid to the contractor at the end of the fiscal year once the performance measurement was completed. The Matrix and conclusions are shown below:

BENCHMARK MATRIX TO RELEASE \$213,881.04 RETAINAGE FOR FY 2019
PERCENTAGE OF EACH CATEGORY IS SHOWN IN ()

	< 60%	60% - 69.9%	70% - 79.9%	80% - 89.9%	90%- 94.9%	95%- 96.9%	97%- 99.9%	100%	Calculated % Passing	TOTAL % RETAINAGE DUE
CUSTOMER SURVEYS/ SATISFACTION RATE (10%)	0%	33%	67 %	100%	100%	100%	100 %	100 %	98.6%	10%
QUALITY (15%)	0%	0 %	10 %	25 %	50%	75%	100%	100%	99.8%	15%
COMPLETION % OF REQUESTS (20%)	0%	0 %	0 %	10 %	25%	50%	75 %	100%	100.0%	20%
RESPONSE/ PRODUCTION TIME (15%)	0%	0 %	10 %	25 %	50%	75%	100 %	100 %	99.4%	15%
ROUTINE MAINTENANCE (40%)	0%	0 %	10 %	25 %	50%	75%	100 %	100 %	97.3%	40%
								Overall=98.7%		100%
								TOTAL DUE		\$213,881.04

**The accuracy of the Matrix and retainage to be released was reviewed and approved by the Professional Accounting firm of Mauldin & Jenkins, LLC.*

2.1 Customer Surveys/Satisfaction Rate

Per the contract requirements, the City of Gulfport hired the Professional Accounting firm of *Mauldin & Jenkins, LLC*. to perform two (2) customer satisfaction surveys for completed service requests. By contract, a survey was to be taken annually. These surveys were completed with a representative contacting customers at random by telephone to answer a survey. The sample size selected from the total population provides for a 95% level of confidence with +/- 5% error. The customers contacted were determined by a prorata share of each ward based on the service requests completed. The survey results are listed below:

	Water & Sewer FY 2019	FY 2018	FY 2017	FY 2016	FY 2015	FY 2014	FY 2013	FY 2012	FY2011
Ward 1	98.1%	95.2%	88.1%	90.1%	91.9%	87.8%	97.5%	82.6%	91.6%
Ward 2	97.6%	93.7%	85.0%	90.8%	95.8%	89.3%	94.5%	93.2%	93.7%
Ward 3	100.0%	95.2%	82.8%	81.2%	89.0%	90.9%	92.2%	86.9%	92.4%
Ward 4	97.1%	96.9%	90.9%	86.2%	87.8%	97.6%	93.0%	87.1%	86.2%
Ward 5	100.0%	97.9%	95.5%	85.3%	91.1%	87.2%	98.1%	80.5%	84.3%
Ward 6	98.7%	98.8%	95.1%	80.9%	92.3%	92.0%	90.9%	94.2%	90.2%
Ward 7	98.8%	94.6%	88.3%	92.2%	95.6%	92.7%	98.7%	94.5%	91.0%
Total	98.6%	96.0%	88.5%	86.7%	93.1%	91.1%	95.0%	88.4%	89.9%

2.2 Quality for Service Requests

The quality of the work for the service requests was determined by randomly inspecting ten (10) completed service requests each week from October 1, 2018 through September 30, 2019. The inspector, through a random selection process, determined the ten (10) service requests. Quality Inspection included items such as: was problem corrected, clean up, proper construction techniques, and properly documented in Cityworks (work order program).

There were 520 random inspections completed. One (1) inspection did not meet the quality contract standards. Therefore, the passing rate is 99.8%. (FY2018- 100.0%, FY2017- 99.8%, FY2016 – 99.8%, FY2015 – 99.8%, FY 2014 – 98.9%, FY2013 - 98.7%, FY2012 - 98.8%, FY2011 - 97.8%, FY2010 - 97.5%, FY2009 - 98.3%, FY 2008 – 99.8%, FY2007 – 94.2%, FY2006 – 72.9%, FY2005 – 82.6%, FY2004 - 77.3%)

2.3 Completion Rate of Service Requests

The Completion % of Service Requests was determined by the following formula:

$$= \frac{(\text{\# of Service Requests Completed})}{(\text{\# of Service Requests Received})}$$

The number of requests, net of 0 engineering request, submitted to the Department of Engineering is subtracted from these requests and are not counted against the Contractor. There were 0 service requests submitted to Engineering.

A total of 5,748 Service Requests were received for Water & Sewer. Utility Partners completed 5,751 of these requests. The calculated completion rate is 100.0%. (FY2018 – 100.0%, FY2017 – 100.1%, FY2016 – 102.3%, FY2015 – 99.4%, FY2014 – 99.3%, FY2013-100.7%, FY2012- 100.3%, FY2011-100.2%, FY2010 – 99.4%, FY2009 – 100.2%, FY2008 – 100.3%, FY2007 - 105.0%, FY2006 - 105.5%, FY2005 – 101.5% and FY2004 - 94.3%)

2.4 Response/Production Time of Service Requests

The Response/Production Time was determined by the Inspector during the random weekly inspection of service requests. The total time taken from the date initiated to the time completed was determined. The response time is the time taken to begin construction and the production time is the time taken to complete construction once started. Using the benchmarks for the appropriate type of problem, the inspector determined if the total time required to complete the service request by the Contractor met the standard. Only working days were used to determine time taken. Weekends and holidays were not considered.

There were 520 random inspections completed for service requests. Three (3) inspections did not meet the Response/Production Time contract standards. Therefore, the passing rate 99.4%. (FY2018 – 100.0%, FY2017 – 97.9%, FY2016 – 98.1%, FY2015 – 98.8%, FY2014 – 99.0%, FY 2013 - 99.4%, FY 2012 - 99.2%, FY 2011 - 92.5%, FY 2010 - 91.8%, FY2009 - 98.3%, FY 2008 – 93.1%, FY 2007 – 86.35%, FY 2006 – 90.5%, FY 2005 – 84.3% and FY 2004 - 77.5%)

2.5 Routine Maintenance

The Routine Maintenance for the Water & Sewer Division was divided into three (3) areas: Water Well Maintenance, Lift Station Maintenance, and Cross Connection Program. Routine items are not initiated by a customer, but are ongoing proactive programs. Routine items are items that are to be completed each working day. The inspector determined contract compliance by reviewing the quality and testing standards of the Mississippi Department of Health and Mississippi Department of Environmental Quality and contract benchmarks for each item each working day.

There were a total of 248 working days for routine items. The Contractor did meet contract standards on the number of days as shown below:

	Area	# of Days Not in Compliance	% of Days Not in Compliance	% of Schedule Completed	Total %
1	Water Well Maintenance	0	0%	100%	100%
2	Lift Station Maintenance	0	0%	100%	100%
3	Fire Hydrant Maintenance (see below explanation)	0	0%	89.25%	89.25%
4	Cross Connection Control Program	0	0%	100%	100%
				Average	97.3%

Each area counts equally toward determining the overall percentage passing. The results are shown below:

- *Water Well Maintenance* – Water Well systems and sites as well as Water Tank sites were maintained satisfactorily. The 2019 Annual Drinking Water Quality Report indicated there were no violations. The annual Mississippi Department of Health Drinking Water Supply inspection was performed and the results are shown below (5.0 is a perfect grade). The scores received from the Health Department were averaged for Original Gulfport and Orange Grove Water Systems then divided by 5.0 and then subtracted from 100% to compute the total percentage of water well maintenance deficiency. The scores indicated in the MSDH report were adjusted because of failures due to circumstances outside of the Contractor's control concerning routinely reviewing and adjusting water rates.

System	MSDH Score	Adjusted Score
Original Gulfport-#0240003	5.0 of 5.0= 100%	5.0/5.0= 100%

- *Lift Station Maintenance* - Sewer Lift Station sites were maintained satisfactorily.
- *Fire Hydrant Maintenance* – Fire hydrants should be repaired at a rate of four (4) repairs per day or (2) replacements per week. There were 12 replacements completed and 221 repairs made. We are allowing three (3) weeks miscellaneous off days and 29 weeks off for working on various water projects. For 20 weeks, this equates to an 89.25% pass rate.
- *Cross Connection Control Program* – This program is being completed satisfactorily.

2.6 Equipment Availability

Per contract requirement, the City of Gulfport shall provide equipment to the Contractor at a rate of 90%. The Contractor may request to rent equipment, if equipment is needed to fulfill their contract obligations.

This equipment availability was considered by the staff when determining passing rates for the Contractor. The availability rate for FY2019 was 90.0%

2.7 Inventory

Per Contract requirements, the Contractor shall reimburse the City for missing materials. In October 2019 the Department of Public Works staff performed an inventory count of materials with Utility Partners staff present. The materials are used for both Streets & Drainage and Water & Sewer Divisions. The *Cityworks* computerized work order management system has an inventory module (*Storeroom*) that was purchased and installed in June 2004. This program is used to manage the inventory and also compare materials recorded on work orders vs. materials purchased. The accuracy rating resulting from this inventory was 98.3%. An acceptable industry standard would be 95%-100%. Therefore, the inventory passed the accuracy level.

2.8 Construction Crews

In October 2011, the City of Gulfport funded four (4) construction crews for Utility Partners. The staff completed a feasibility assessment of these crews for the Water & Sewer Division. The study focused on comparing the work completed by Utility Partners crews using City equipment and materials vs. paying an outside contractor for a complete job. Current bid prices were used. The results are listed below:

Utility Partners	Labor (12 months)	\$ 689,273.39
	Materials	\$ 549,059.39
	Equipment	\$ 339,431.27

Total Utility Partners		\$ 1,557,764.05
Repair & Replacement Contractor		\$ 2,056,836.10

Difference		+\$479,072.05

Listed below is a summary of prior year's construction crew comparison:

Year	Contractor Name	In-House Contractor Cost	Unit Price Contractor Cost	Difference Saved/(Cost)	% of Difference
2007	Optech	\$ 533,920.38	\$731,470.92	\$197,550.54	37%
2008	SouthWest Water	\$1,063,655.81	\$1,627,393.39	\$563,737.58	53%
2009	SouthWest Water	\$ 890,037.41	\$1,343,956.49	\$453,919.08	51%
2010	SouthWest Water	\$ 565,507.27	\$337,042.33	(\$228,464.94)	40%
2011	SouthWest Water	\$566,134.62	\$315,667.30	(\$250,467.32)	44%
2012	Utility Partners	\$1,066,482.72	\$1,097,322.50	\$30,839.78	2.9%
2013	Utility Partners	\$ 1,542,450.53	\$1,639,751.96	\$97,301.43	6.3%
2014	Utility Partners	\$1,267,280.25	\$1,473,569.25	\$206,289.00	14%
2015	Utility Partners	\$1,417,811.40	\$1,944,541.15	\$526,729.75	27.1%
2016	Utility Partners	\$1,306,328.18	\$1,655,345.00	\$349,016.82	21.1%
2017	Utility Partners	\$1,299,872.24	\$1,630,986.50	\$311,114.26	20.3%
2018	Utility Partners	\$1,554,093.75	\$1,799,073.20	\$244,979.45	13.6%
2019	Utility Partners	\$1,557,764.05	\$2,056,836.10	\$479,072.05	23.3%

2.9 Equipment Damage

Per the Contract requirements, the Contractor shall reimburse the City of Gulfport for damage to equipment due to operator negligence. There were 14 instances in the Water and Sewer Division that the Contractor was required to pay for damaged equipment. For FY 2019, the equipment damage cost was \$9,355.89.

Per Contract requirements, on or after ten (10) days from date of loss, Utility Partners shall be responsible to obtain use at its expense of rental or other available equipment until either the claim is settled or the vehicle is repaired or replaced.

ID NUMBER	MISHAP DATE	OPERATOR	DAMAGE DESCRIPTION	RESPONSIBILITY	COST	Status
7029	11/27/2018	James Triplett	Damage to side panel	Utility Partners, LLC	\$441.54	Paid
7043	12/14/2018	George Byrd	POV struck the right front tire and rim causing damage.	Utility Partners, LLC	\$459.64	Paid
7042	12/21/2018	Gabriel Armstrong	Jackknife trailer and causing damage to right rear bumper. Repaired in house.	Utility Partners, LLC	\$0.00	Paid
7031	12/26/2018	Efelis Hayes Jr	Loader was loading material and struck the bin door on dump truck	Utility Partners, LLC	\$557.01	Paid
7034	4/1/2019	Felton, William Irvin	Excavator has damage to side door operator struck a trailer	Utility Partners, LLC	\$3,744.49	Paid
2394	4/22/2019	Nathan Mallett	Side Door Panel Damage	Utility Partners, LLC	\$1,144.47	Paid
7046	4/25/2019	William Parker	Bent Rim and tore tire	Utility Partners, LLC	\$537.94	Paid
2364	5/17/2019	Felton, William Irvin	Dump bed struck an low handing wire	Utility Partners, LLC	\$513.60	Paid
2362	6/3/2019	Kurt Sandger	Pipe fitting fell off a broke wind shield	Utility Partners, LLC	\$214.00	Paid
7014	6/12/2019	John Smith	Pipe rack struck a tree limb	Utility Partners, LLC	\$267.50	Paid
7044	6/12/2019	Zack Balins	Turned to sharp and trailer damaged rear bumper. Repaired in house.	Utility Partners, LLC	\$0.00	Paid
7047	7/9/2019	William Parker	Tire on trailer hit a storm drain	Utility Partners, LLC	\$205.44	Paid
7048	7/26/2019	James Linn	Off loading manholes and	Utility Partners, LLC	\$430.00	Paid

			windshield broke			
2368	9/26/2019	James Triplett	Struck a curb damage to wheel and rim	Utility Partners, LLC	\$840.26	Paid

2.10 Personnel Shortages Reimbursement

The FY 2011 contract with Utility Partners set minimum staffing levels. The City shall be reimbursed for at a rate of 1.5 times per hour for the minimum rate of each vacant position after 30 days for "Key and Essential Personnel" and 15 days for all others. There were zero (0) vacant Water and Sewer Division positions during the FY 2019 Contract.

Division	Name	Position	Dates	Days Vacant (Past Limit)	Hours Vacant	Hourly Rate	Rate * 50%	Total

2.11 Other Services and Comments

Past Years' Comparison-Overall performance rating from prior years to current is illustrated in the table below:

Contract Year	Performance %
2004	88.3%
2005	93.1%
2006	90.0%
2007	95.2%
2008	82.3%
2009	96.3%
2010	95.1%
2011	95.5%
2012	98.5%
2013	99.2%
2014	98.7%
2015	99.0%
2016	98.4%
2017	98.2%
2018	99.6%
2019	98.7%

3 STREETS & DRAINAGE MAINTENANCE



In October 2011, the City of Gulfport and Utility Partners, LLC entered into a new performance based contract to operate and maintain the City's Streets & Drainage Systems. This new contract features an improved benchmarking process from the previous 2006 contract. The performance based contract identified five (5) main areas to be measured that are shown below:

1. Customer Surveys/Satisfaction Rate
2. Quality
3. Completion % of Requests
4. Response/Production Time
5. Routine Maintenance

Each contract identified retainage to be withheld from the contractor's monthly payment. This amount is \$168,535.32 during FY 2019 for the Streets & Drainage Maintenance Contract. A Benchmark Matrix to Release Retainage was developed to determine the percentage of the retained funds to be paid to the contractor at the end of the fiscal year once the performance measurement was completed. The Matrix and conclusions are shown below:

BENCHMARK MATRIX TO RELEASE \$168,535.32 RETAINAGE FOR FY 2019
PERCENTAGE OF EACH CATEGORY IS SHOWN IN ()

	< 60%	60% - 69.9%	70% - 79.9%	80% - 89.9%	90%- 94.9%	95%- 96.9%	97% - 99.9%	100%	Calculated % Passing	TOTAL % RETAINAGE DUE
CUSTOMER SURVEYS/ SATISFACTION RATE (10%)	0%	33%	67 %	100%	100%	100%	100 %	100 %	96.9%	10%
QUALITY (15%)	0%	0 %	10 %	25 %	50%	75%	100%	100%	99.2%	15%
COMPLETION % OF REQUESTS (20%)	0%	0 %	0 %	10 %	25%	50%	75 %	100%	100.0%	20%
RESPONSE/ PRODUCTION TIME (15%)	0%	0 %	10 %	25 %	50%	75%	100 %	100 %	98.5%	15%
ROUTINE MAINTENANCE (40%)	0%	0 %	10 %	25 %	50%	75%	100 %	100 %	98.9%	40%
								Overall=98.9%		100%
								TOTAL DUE		\$168,535.32

**The accuracy of the Matrix and retainage to be released was reviewed and approved by the Professional Accounting firm of Mauldin & Jenkins, LLC.*

3.1 Customer Surveys/Satisfaction Rate

Per the Contract requirements, the City of Gulfport hired the Professional Accounting firm of *Mauldin & Jenkins, LLC* to perform two (2) customer satisfaction surveys for completed service requests. By contract, a survey was to be taken annually. These surveys were completed with a representative contacting customers at random by telephone to answer a survey. The sample size selected from the total population provides for a 95% level of confidence with +/- 5% error. The customers contacted were determined by a prorata share of each ward based on the service requests completed. The survey results are listed below:

	Streets & Drainage								
	FY 2019	FY 2018	FY 2017	FY 2016	FY 2015	FY 2014	FY 2013	FY 2012	FY2011
Ward 1	97.2%	79.4%	98.7%	89.1%	86.6%	90.3%	97.7%	71.5%	88.7%
Ward 2	98.4%	100.0%	90.7%	88.7%	82.0%	85.9%	89.1%	80.6%	89.8%
Ward 3	96.7%	96.6%	92.6%	87.7%	80.4%	97.0%	95.7%	74.5%	93.3%
Ward 4	97.5%	96.2%	90.3%	93.8%	89.0%	94.2%	91.3%	82.4%	85.9%
Ward 5	93.6%	96.5%	91.5%	92.3%	97.8%	81.6%	96.0%	90.9%	93.3%
Ward 6	95.6%	90.0%	95.4%	91.6%	85.3%	95.1%	93.2%	74.8%	89.5%
Ward 7	99.2%	97.8%	88.7%	74.1%	90.6%	79.5%	98.6%	88.2%	84.6%
Total	96.9%	93.8%	94.5%	88.8%	86.5%	89.1%	93.1%	80.4%	89.3%

3.2 Quality for Service Requests

The quality of the work for the service requests was determined by randomly inspecting ten (10) completed service requests each week from October 1, 2018 through September 30, 2019. The inspector, through a random selection process, determined the ten (10) service requests. Quality Inspection included items such as: was problem corrected, clean up, proper construction techniques, and properly documented in CityWorks (work order program).

During a fiscal calendar year, 520 Street & Drainage service requests are selected and inspected. The fiscal year begins October 2018 and ends September 2019. Four (4) inspections did not meet the quality contract standards. Therefore, the passing rate is 99.2%. (FY 2018 – 99.6%, FY 2017 – 100%, FY2016 - 100%, FY2015 - 100%, FY2014 - 99.6%, FY2013 - 99.6%, FY2012 - 99.8%, FY2011 - 99%, FY2010 - 97.3%, FY2009 - 98.2%, FY 2008 – 95.5%, FY 2007 – 96.3%, FY 2006 – 93.5%, FY 2005 – 92.1%, FY 2004 – 86.9%)

3.3 Completion Rate of Service Requests

The Completion % of Service Requests was determined by the following formula:

$$= \frac{(\text{\# of Service Requests Completed})}{(\text{\# of Service Requests Received})}$$

The number of requests, net of 0 engineering request, submitted to the Department of Engineering is subtracted from these requests and are not counted against the Contractor. There were 0 service requests submitted to Engineering.

A total of 4,672 service requests were received for Streets & Drainage. Utility Partners, LLC completed 4,789 of these requests. The calculated completion rate is 100.0%. (FY2018 – 100.0%, FY2017 – 102.0%, FY2016 – 103.2%, FY2015 – 104.4%, FY2014 – 103.7%, FY2013 – 105.0%, FY2012 – 100.5%, FY2011 - 107.4%, FY2010 - 100.4%, FY2009 - 103.5%, FY 2008 – 102.6%, FY 2007 – 104.6%, FY 2006 – 89.3%, FY 2005 – 96.7% and FY 2004 - 92.3%)

3.4 Response/Production Time of Service Requests

The Response/Production Time was determined by the Inspector during the random weekly inspection of service requests. The total time taken from the date initiated to the time completed was determined. The response time is the time taken to begin construction and the production time is the time taken to complete construction once started. Using the benchmarks for the appropriate type of problem, the inspector determined if the total time required to complete the service request by the Contractor met the standard. Only working days were used to determine time taken. Weekends and holidays were not considered.

There were 520 random inspections completed for service requests. Eight (8) inspection did not meet the Response/Production Time contract standards. Therefore, the passing rate is 98.5%. (FY2018 – 99.8%, FY2017 – 99.6%, FY2016 - 100%, FY2015 – 99.8%, FY2014 – 99.8%, FY2013 - 99.8%, FY2012 - 99.8%, FY2011 - 90%, FY2010 - 98.3%, FY2009 - 97.6%, FY 2008 – 93.2%, FY 2007 – 94.4%, FY 2006 – 84.1%, FY 2005 – 85.1% and FY 2004 - 81.5%)

3.5 Routine Maintenance

The Routine Maintenance for the Streets & Drainage Division was divided into four (4) areas: Ditch Cleaning, Street Sweeping, Pot Hole Patching, and Grass Cutting. Routine items are not initiated by a customer but are ongoing proactive programs. Routine items are items that are to be completed each working day. The inspector determined contract compliance by reviewing the quality and production time according to the benchmark schedule for each item each working day.

There were a total of 248 working days for routine items. The Contractor did not meet contract standards on the number of days as shown below:

	Area	# of Days Not in Compliance	% of Days Not in Compliance	% of Schedule Completed	Total FY 2019	FY 2018	FY 2017	FY 2016	FY 2015	FY 2014	FY 2013	FY 2012
1	Ditch Cleaning Priority A – 40% Priority B – 30%	0	0%	70% + 30% allowance	97%	97%	100%	100%	100%	100%	100%	100%
2	Street Sweeping	0	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%
3	Pot Hole Patching	0	0%	100%	97.6% (Adj.)	91.5% (Adj.)	100%	100%	100%	100%	100%	99%
4	Grass Cutting	0	0%	100%	100%	100%	100%	100%	100%	100%	100%	100%
5	Weed Trimming & Sidewalk Cleaning	0	0%	100%	100%	100%	100%	100%	100%	100%	100%	94%
				Average	98.9%	97.7%	100%	100%	100%	100%	100%	98.6%

Each area counts equally toward determining the overall percentage passing. The results are shown below:

1. *Routine Ditch Cleaning* – Ditch Cleaning is based on completion of the Ditch Maintenance Schedule. This schedule is divided into three (3) priorities. Priority A ditches are large size 200 cfs or greater. Priority B ditches are medium size, 100-200 cfs. Priority C ditches are all others smaller than 100 cfs. Quality has been satisfactory. Daily requirement per crew is being met. Annual requirement was met. 40% of the Priority A ditches were cleaned. 30% of the Priority B ditches were cleaned. Environmental permitting and lack of easements have also restricted the ability to clean all of the Priority A & B ditches. The staff has included a 30% allowance for these large ditches that Utility Partners did not have access or permits to maintain. The pass rate for this item is 97%.
2. *Routine Street Sweeping* – 100% of the streets have been swept in the City for FY 2019 for the entire year. Therefore, the pass rate for this item is 100%.

3. *Routine Pothole Patching* – In FY2019, the new contract with Utility Partners included four (4) pothole patching crews. Two (2) of these crews routinely patch streets, such as covering each street in the City in its entirety. Two (2) of the crews patch potholes as a result of requests from customers.

If these crews have completed all service requests, then they work on covering an entire street. In FY2019, 97.6% (Adjusted) of the City Streets were patched by these four (4) crews.

4. *Routine Grass Cutting* – Grass cutting season typically is from March to November each year. By Contract, Utility Partners was to cut the areas on the schedule once every six (6) weeks. A program to control or cut the grass cutting around power poles, bridge guard rails, fire hydrants, and utility poles was addressed as required. All the assigned areas were maintained. Therefore, the pass rate for this item is 100%.
5. *Routine Weed Trimming & Sidewalk Cleaning* – 100% of the sidewalks have been trimmed in the City for FY2018 for the entire year. Therefore the pass rate for this item is 100%.

3.6 Equipment Availability

Per Contract requirement, the City of Gulfport shall provide equipment to the Contractor at a rate of 90%. The Contractor may request to rent equipment, if equipment is needed to fulfill their contract obligations.

This equipment availability was considered by the staff when determining passing rates for the Contractor. The availability rate for FY2019 was 90.0%

3.7 Inventory

Per Contract requirements, the Contractor shall reimburse the City for missing materials. In October 2019 the Department of Public Works staff performed an inventory count of materials with Utility Partners staff present. The materials are used for both Streets & Drainage and Water & Sewer Divisions. The *CityWorks* computerized work order management system has an inventory module (*Storeroom*) that was purchased and installed in June 2004. This program is used to manage the inventory and also compare materials recorded on work orders vs. materials purchased. The accuracy rating resulting from this inventory was 98.3%. An acceptable industry standard would be 95%-100%. Therefore, the inventory passed the accuracy level.

3.8 Construction Crews

In October 2012, the City of Gulfport funded one (1) construction crews for Utility Partners. The staff completed a feasibility assessment of these crews for the Streets & Drainage Division. The study focused on comparing the work completed by Utility Partners crews using City equipment and materials vs. paying an outside contractor for a complete job. Current bid prices were used. The results are listed below:

Utility Partners	Labor (12 months)	\$183,245.80
	Materials	\$143,179.70
	Equipment	\$ 63,706.31

Total Utility Partners		\$390,131.81

Repair & Replacement Contractor	\$468,560.00

Difference	\$78,428.19

Listed below is a summary of prior year's construction crew comparison:

Year	Contractor Name	In-House Contractor Cost	Unit Price Contractor Cost	Difference Saved/(Cost)	% of Difference
2004	Optech	\$573,176.74	\$441,346.09	(\$131,830.65)	23%
2005	Optech	\$677,036.57	\$392,681.21	(\$284,355.36)	42%
2006	Optech	\$359,552.48	\$143,820.99	(\$215,731.49)	150%
2007	Optech	\$304,415.52	\$222,223.33	(\$82,192.19)	27%
2008	SouthWest Water	\$632,939.39	\$674,713.39	41,774.00	6.6%
2009	SouthWest Water	\$282,483.18	\$324,460.18	41,977.00	14.86%
2010	SouthWest Water	\$700,651.79	\$248,381.06	(\$452,270.73)	64.55%
2011	SouthWest Water	\$364,732.20	\$166,020.00	(\$198,712.20)	54.4%
2012	Utility Partners	\$394,273.00	\$420,877.90	\$26,604.90	6.7%
2013	Utility Partners	\$435,033.45	\$555,626.67	\$120,593.22	27.7%
2014	Utility Partners	\$335,281.94	\$443,428.76	\$108,146.82	24%
2015	Utility Partners	\$148,032.19	\$181,482.58	\$33,450.39	18%
2016	Utility Partners	\$399,166.88	\$432,625.75	\$33,458.87	8%
2017	Utility Partners	\$430,507.84	\$535,446.96	\$104,939.12	20%
2018	Utility Partners	\$394,571.16	\$407,027.40	\$12,456.24	3%
2019	Utility Partners	\$390,131.81	\$468,560.00	\$78,428.19	16.7%

3.9 Equipment Damage

Per the Contract requirements, the Contractor shall reimburse the City of Gulfport for damage to equipment due to operator negligence. There were 8 instances in the Streets and Drainage Division that the Contractor was required to pay for damaged equipment. The total cost to date is \$10,364.72.

Per Contract requirements, on or after ten (10) days from date of loss, Utility Partners shall be responsible to obtain use at its expense of rental or other available equipment until either the claim is settled or the vehicle is repaired or replaced.

ID NUMBER	MISHAP DATE	OPERATOR	DAMAGE DESCRIPTION	RESPONSIBILITY	COST	Status
1175	10/4/2018	Raymond Forman	Mr. Forman was operating a back hoe a struck the left rear panel.	Utility Partners, LLC	\$4,045.66	Paid
3596	3/6/2019	Elton Buchanon	Struck a tree limb	Utility Partners, LLC	\$782.70	Paid
3574	5/6/2019	Jasper Fernandez	Struck a curb and damage front right tire	Utility Partners, LLC	\$130.67	Paid
27738	6/14/2019	Cody Taylor	Bush hog struck a rock and caused damage to PTO Drive Shaft, Blades and Mower Deck.	Utility Partners, LLC	\$881.99	Paid
1605	8/20/2019	Clinton Cole	Driver of truck #2590 back into truck #1605 and causing damage to left door	Utility Partners, LLC	\$3,444.92	Paid
3549	9/3/2019	Robert Inglis	Broke fiberglass cover on tractor while cutting grass next to fence. City replaced the grill	Utility Partners, LLC	\$0.00	Paid
3596	9/11/2019	Danny Allen	Left rear window struck by a tree limb while clearing ditch line	Utility Partners, LLC	\$1,078.78	Paid
3547	9/11/2019	Shawn Morgan	While driving asphalt shut came loose and struck the ground causing damage to the shut.	Utility Partners, LLC	\$0.00	Paid

3.10 Personnel Shortages Reimbursement

The FY 2011 contract with Utility Partners set minimum staffing levels. The City shall be reimbursed for at a rate of 1.5 times per hour for the minimum rate of each vacant position after 30 days for "Key and Essential Personnel" and 15 days for all others. There were zero (0) vacant Streets and Drainage Division positions during the FY 2019 Contract.

Division	Name	Position	Dates	Days Vacant (Past Limit)	Hours Vacant	Hourly Rate	Rate * 50%	Total

3.11 Other Services and Comments

Past Years' Comparison-Overall performance rating from prior years to current is illustrated in the table below:

Contract Year	Performance %
2005	88.3%
2006	86.8%
2007	96.3%
2008	96.4%
2009	97.1%
2010	94.7%
2011	91.1%
2012	97.4%
2013	99.2%
2014	98.8%
2015	98.6%
2016	98.9%
2017	99.4%
2018	98.4%
2019	98.9%

WATER/SEWER

*QUALITY FOR SERVICE REQUESTS

10 Inspections per week x 52 weeks
520 Inspections
1 Failed
 $((520-1)/520) = 99.8\%$ Passed

*COMPLETION RATE OF SERVICE REQUESTS

Opened	5,845
Fire Hydrant Adjustment (Waived Benchmarks)	4
Construction Project Adjustment	33
Water Billing Adjustment	60
Engineering	<u>0</u>
5,748 Total Opened for Utility Partners, LLC	

Closed	5,751
Engineering	<u>0</u>
5,751 Total Closed for Utility Partners, LLC	

Closed	<u>5,751</u> = 100.0% Closed
Opened	5,748

*RESPONSE/PRODUCTION TIME OF SERVICE REQUESTS

10 Inspections per week x 52 weeks
520 Inspections
3 Failed
 $((520-3)/520) = 99.4\%$ Passed

*ROUTINE MAINTENANCE

52 weeks – 3 weeks off (misc. off time) – 29 weeks off (various water projects) = 20 weeks available

(Benchmark is 2 Replacements/ week)	12 Replacements = $12/2 = 6$ weeks
(Benchmark is 4 Repairs/day or 20/week)	221 Repairs = $221/20 = 11.05$ weeks
(Benchmark is 1/day or 5/week)	4 Valves = $4/5 = 0.8$ weeks
	<u>(17.85 weeks)</u> = 89.25% (20)

Water Well Maintenance = 100%

Lift Station Maintenance = 100%

Cross Connection Control Program = 100%

$89.25\% + 100\% + 100\% + 100\% = 389.25/4 = 97.3\%$

*OVERALL

$98.6\%(.10) + 99.8\%(.15) + 100.0\%(.20\%) + 99.4\%(.15) + 97.3\%(.40) = 98.7\%$

Service Request Progress Sheet

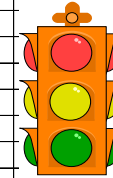
10/1/2018 12:00:00AM to 9/30/2019 11:59:59PM

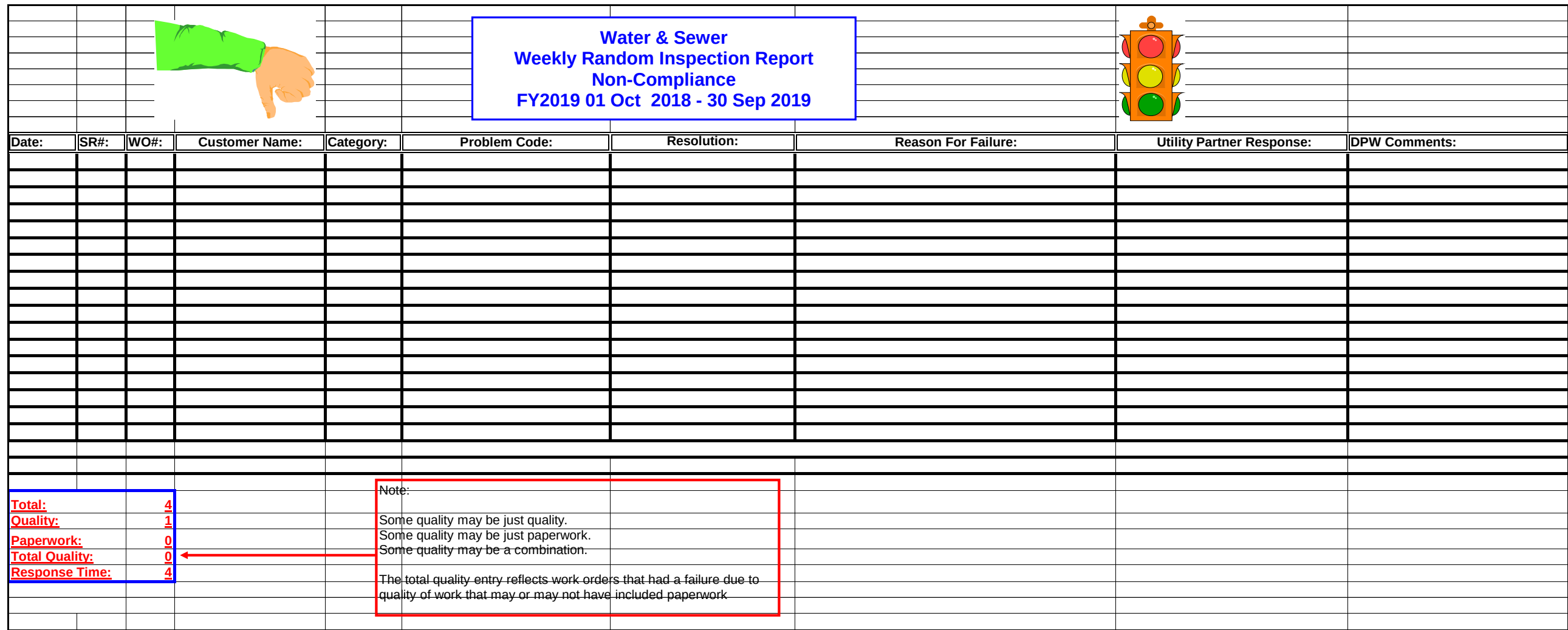
	<u>10/1/18</u>	<u>OPEN</u>	<u>CLOSED</u>	<u>9/30/19</u>	<u>+60 DAYS</u>	<u>ENG</u>	<u>ENG +60</u>
811 - LINE LOCATE	1	0	0	1	1	0	0
INSTALL DROP IN AMR WATER METER	3	342	333	12	12	0	0
WATER HAS A BAD TASTE		13	13	0	0	0	0
METER NOT WORKING		33	21	12	12	0	0
METER NOT WORKING - BROKEN REGISTER	155	50	2	203	203	0	0
CAMERA STORM DRAIN		3	3	0	0	0	0
CAMERA SEWER LINES	1	45	41	5	5	0	0
FIRE HYDRANT BROKEN		18	16	2	2	0	0
FIRE HYDRANT LEAK	2	17	19	0	0	0	0
INSTALL NEW FIRE HYDRANT		1	1	0	0	0	0
INSTALL NEW VALVE	1	40	40	1	1	0	0
INSTALL WATER MAIN	11	8	2	17	17	0	0
INSTALL WATER METER		5	5	0	0	0	0
INSTALL SEWER MAIN	10	10	0	20	20	0	0
INSTALL NEW SEWER TAP	10	79	79	10	10	0	0
INSTALL YARD METER	1	37	35	3	3	0	0
LIFT STATION OUT		6	6	0	0	0	0
LIFT STATION IS OVER FLOWING		1	1	0	0	0	0
LOCATE SERVICE CUT OFF	2	24	24	2	2	0	0
LOCATE WATER MAIN		2	1	1	1	0	0
LOCATE SEWER LINE		5	5	0	0	0	0
MANHOLE BROKEN	1	84	84	1	1	0	0
MANHOLE LID / COVER MISSING	3	37	40	0	0	0	0
METER IS LEAKING	2	236	232	6	6	0	0
METER NEEDS ADJUSTING	4	77	78	3	3	0	0
METER BOX BROKEN/MISSING COVER	7	210	189	28	28	0	0
NO WATER	1	134	133	2	2	0	0
INSTALL METER IN ORANGE GROVE	1	0	1	0	0	0	0
RAISE VALVE BOX		4	4	0	0	0	0
REPLACE SEWER CLEAN OUT/CAP	32	423	452	3	3	0	0
REPLACE VALVE BOX/LID		19	19	0	0	0	0
WATER & SEWER SERVICE VERIFICATION REQUES	2	760	755	7	7	0	0
SEWER IS STOPPED UP / BACKED UP	6	1106	1106	6	6	0	0
SEWER LINE CAVED IN	29	196	199	26	26	0	0
SEWER IS LEAKING	1	13	14	0	0	0	0
DRESS UP AREA	3	51	48	6	6	0	0
SMOKE TEST SEWER LINES	3	30	33	0	0	0	0
TEST HYDRANT FLOW		2	2	0	0	0	0
TURN WATER OFF		55	55	0	0	0	0
TURN WATER ON		13	13	0	0	0	0
WATER IS DIRTY OR BROWN	5	133	138	0	0	0	0
WATER LEAK	27	1035	1022	40	40	0	0
WATER MAIN BREAK		10	10	0	0	0	0
WATER METER RECONNECT	1	260	261	0	0	0	0
WATER HAS STRANGE ODOR		83	82	1	1	0	0
WATER PRESSURE IS LOW		74	74	0	0	0	0
NEW WATER TAP	7	49	50	6	6	0	0
DRESS UP AREA	1	12	10	3	3	0	0

	<u>10/1/18</u>	<u>OPEN</u>	<u>CLOSED</u>	<u>9/30/19</u>	<u>+60 DAYS</u>	<u>ENG</u>	<u>ENG +60</u>
	333	5845	5751	427	427	0	0

Of these requests, the following have been submitted to Engineering:

Engineering	0
<i>Total Engineering:</i>	0
Total Water Billing:	203
Total:	224

[illegible]





**DEPARTMENT of
PUBLIC WORKS**

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

To: Wayne Miller

From: Brian Jones

Date: October 1, 2019

Subject: Lift Station Performance Review for FY2019

1. I have reviewed the Lift Station Operating Procedures, visited random lift stations and reviewed approximately ten percent of their files. The following are my findings:
 - a. Lift Station routes have been completed in accordance with current lift station contract requirements.
 - b. Lift Station general maintenance have been performed on an as needed basis. I have checked the following. All inspections passed, no discrepancies were noted.
 - i. Grease buildup in wet pit
 - ii. Grass cutting/grounds maintenance
 - iii. General material condition of control panel/wet pit/valve pit and other apparatuses
 - iv. Testing of emergency pumps and generators
 - v. General cleanliness of buildings, where applicable
 - vi. Performed system upgrades where applicable
 - c. Nineteen lift stations were reviewed. Proper documentation of routine maintenance, corrective maintenance and pump changes are properly maintained.
 - d. Where available, the records contained "As Built" information related to that specific lift station. No discrepancies noted.
 - e. Confined Space Entry reports were reviewed with no discrepancies noted.
2. Wastewater Bypass/Overflow reports are maintained.
3. I find the Lift Station Division to be in compliance with the current contract.

Listed below is inventory data pertaining to the lift stations/Scada system maintained by Utility Partners:

Fiscal Year	# of Lift Stations	% increase/decrease-Lift Stations	# of Scada Systems	% increase/decrease-Scada Systems
2007	132	-	26	-

2008	156	18%	100	284%
2009	164	5%	125	25%
2010	166	1%	125	0%
2011	168	1%	137	10%
2012	183**	8.9%	159	16%
2013	183**	0	159	0
2014	185	1%	164	3%
2015	182	1.62%	163	.61%
2016	183	0.55%	173	6.13%
2017	190	3.83%	177	2.31%
2018	190	0	177	0
2019	191	0.52%	178	0.56%
2020				

**This includes 15 Liftstations owned by Harrison County Utility Authority and maintained by Utility Partners.

FY 2019 FIRE HYDRANT SUMMARY

WEEK	FY2019	REPAIRED	REPLACED	INSERTA VALVE	NEW	VALVE
1	10/1	0	1	0	0	0
2	10/7	20	0	0	0	0
3	10/14	10	1	0	0	0
4	10/21	22	0	0	0	0
5	10/28	4	2	0	0	0
6	11/4	10	0	0	2	2
7	11/11	11	1	0	0	0
8	11/18	2	1	0	0	0
9	11/25	10	1	0	0	0
10	12/2	10	1	0	0	0
11	12/9	0	1	1	0	0
12	12/16	20	0	0	0	0
13	12/23	10	0	0	0	0
14	12/30					
15	1/6	Crew was working on water main projects				
16	1/13					
17	1/20					
18	1/27					
19	2/3	15	1	0	0	0
20	2/10					
21	2/17					
22	2/24					
23	3/3					
24	3/10					
25	3/17					
26	3/24	Crew was working on water main projects				
27	3/31					
28	4/7					
29	4/14					
30	4/21					
31	4/28					
32	5/5					
33	5/12					
34	5/19					
35	5/26					
36	6/2					
37	6/9					
38	6/16					
39	6/23					
40	6/30					
41	7/7					
42	7/14					
43	7/21	10	1	0	0	0
44	7/28	21	0	0	0	0
45	8/4					
46	8/11	10	0	0	1	1
47	8/18	12	0	0	0	0
48	8/25	14	0	0	0	0
49	9/1	10	1	0	0	0
50	9/8	0	0	0	0	0
51	9/15	0	0	0	0	0
52	9/22	0	0	0	0	0
TOTALS		221	12	1	3	3



DEPARTMENT OF PUBLIC WORKS

4050 Hewes Ave.
Gulfport, MS 39507
Phone: 228-868-5740
Fax: 228-214-2238

18 December 2019

From: Brian McKnight, Public Works, Water and Sewer Inspector
To: Wayne Miller, Public Works Director

WATER WELL PERFORMANCE REVIEW FOR FISCAL YEAR 2018

The following is a summary of the findings I have reviewed the water well operating procedures, visited all the water wells and tanks and reviewed the files for each.

1. The water well monthly log sheets are at each site as required per the State Department of Health, and a copy of regulations are at each well site and the daily check logs were up to date and complete.
2. All maintenance records for each well and tank are kept in separate binders in the water well office. These documents were at my disposal for review and found to be in order.
3. Grass cutting and building maintenance is being performed at each site and found to be satisfactory. Plans are in place to have some parts of buildings rehabed after Jan 1. 2020.
4. The generators at each site are started and cycled once a week for 15 minutes and load tested bi-annually. This is captured in the weekly logs and verified.
5. The Water Well Department had zero failures for the year and scored a 5 out of 5 on the Annual Mississippi Health Department Inspection for the 6th year in a row.
6. The Water Well Department has created a plan to do minor rehab on some of the wells built in the 1950s, 60s, and 70s, to include adding 2 new wells.
7. Has a plan in place to begin rehab on the well located on Trailwood Dr to bring it up to date and make more efficient.
8. The Water Well Department has began the process of obtaining Tank Maintenance Contracts to keep all 11 elevated storage tanks in pristine condition.

The overall review the water wells and tanks were in compliance with the current Utilities Partner Contract. If you have any question please feel free to contact me.

Brian E. McKnight

A handwritten signature in black ink, appearing to read "Brian E. McKnight", written over a horizontal line.



MISSISSIPPI STATE DEPARTMENT OF HEALTH

REPORT OF INSPECTION OF DRINKING WATER SUPPLY

PWS: 0240003 Class: D

An inspection of the CITY OF GULFPORT water supply in HARRISON county was made on 03/28/2019. Present at the time of inspection was COLTON R PETERMAN, OPERATOR; WRITER. Official WAYNE E MILLER Address 4050 HEWES AVENUE GULFPORT MS 39507 W.W. Operator COLTON R PETERMAN Address 20370 HWY 53 GULFPORT MS 39503 No. Connections 40792 No. Meters Population Served 72076 Field Chemical Analysis: pH Cl2(free) 0.4 Cl2(total) 0.6 H2S N/A Iron Fluoride Point of Sampling DISTRIBUTION Water Rates This inspection included a sanitary survey for compliance with the Ground Water Rule.

COMMENTS

Technical: 5 Managerial: 5 Financial: 5

OVERALL CAPACITY RATING: 5.0 / 5.0

1. This inspection serves as the Sanitary Survey as required under the Ground Water Rule. The following aspects of the water system were evaluated: source, treatment, distribution system, finished water storage, pump/pump facilities/controls, monitoring/reporting/data verification, water system management/operation, and operator compliance. No significant deficiencies were observed during the survey.
2. At the time of inspection, the water system appeared to be well maintained and operating properly.
3. The system is currently serving 89.2% of the customers that it was designed to serve. Due to the age of the existing wells, increasing connections and the design capacity, it is extremely important that the City make plans in the near future to increase the water system's capacity either by drilling a new well or purchasing more water from the Utility Authority. If the City reaches its design capacity, the City will be under a moratorium and restricted from added any new customers to the water system.
4. No pressure problems were reported at the time of inspection.

5. Before any improvements are made on the water system, plans and specifications by a Registered Engineer must be approved by the Mississippi State Department of Health.
6. Whenever system pressure is lost, even for brief periods of time, contaminants may be introduced to the system through back flow and back-siphonage. When this occurs, system officials should notify all customers in the affected area to boil their drinking water until clear bacteriological samples have been obtained.
7. All customers with private wells cross-connected with the water system should be required to disconnect their wells from the plumbing served by the water system. Cross-connection with a private well is a hazardous practice and can result in contamination of the community water system.
8. When repairs are made on the water distribution system, all lines affected should be properly chlorinated and flushed before they are placed back in service.
9. All dead-end water lines should be flushed on a routine schedule to clear the lines of sediment and stagnant water.
10. The phosphate residual was 1.1 at the time of inspection.
11. The well discharge piping should be cleaned and repainted in the near future to prevent possible corrosion damage.
12. The City should diligently follow their Cross Connection Policy. If backflow devices are not tested according to the policy, the customer(s) should be disconnected. This is to help protect the water system from becoming contaminated.

Completed by Wendy Ferrill, P.E. on 04/02/2019.

Reviewed by Ralph Hayes, P.E. on 04/03/2019.

If you have any questions, please call (228)297-5187.

pc:

WAYNE E MILLER, OFFICIAL

COLTON R PETERMAN, OPERATOR



Mississippi Department of Health Bureau of Public Water Supply

STANDARD FORM

FY 2019 Public Water System Capacity Assessment Form

NOTE: This form must be completed whenever a routine sanitary survey of a public water system is conducted by a regional engineer of the Bureau of Public Water Supply

PWS ID#: 0240003 Class: D Survey Date: 03-28-2019 County: HARRISON
 Public Water System: CITY OF GULFPORT Conn: 40792
 Certified Waterworks Operator: COLTON R PETERMAN Pop: 72076

CAPACITY RATING DETERMINATION

Technical (T) Capacity Rating: [5] Managerial (M) Capacity Rating [5] Financial (F) Capacity Rating [5]

$$\text{Capacity Rating} = \frac{T + M + F}{3} = \frac{15}{3} = 5$$

Overall Capacity Rating = 5.0

Completed by Wendy Ferrill, P.E. on 04/02/2019

Reviewed by Ralph Hayes, P.E. on 04/03/2019

Comments:

Technical Capacity Assessment	Point Scale	Point Award
[T1] Does the water system have any significant deficiencies? [Y <u>N</u>]	N - 1pt. Y - 0pt.	1
[T2] 1) Was the water treatment process functioning properly? [Y <u>N</u>] (i.e. Is pH, iron, chlorine, fluoride, etc. within acceptable range?) 2) Was needed water system equipment in place and functioning properly at the time of survey? [Y <u>N</u>] (NOTE: Equipment deficiencies must be identified in survey report.) 3) Were records available to the regional engineer clearly showing that all water storage tanks have been inspected and cleaned or painted (if needed) within the past 5 years? [Y <u>N</u> N/A] (NOTE: All YESs required to receive point)	All Y - 1 pt. Else - 0 pt.	1
[T3] 1) Was the certified waterworks operator or his/her authorized representative present for the survey? [Y <u>N</u>] 2) Was log book up to date and properly maintained? [Y <u>N</u>] (Are minimum days being met based on system classification) 3) Was the water system properly maintained at the time of survey? [Y <u>N</u>] 4) Did operator/system personnel satisfactorily demonstrate to the regional engineer that he/she could fully perform all water quality tests required to properly operate this water system? [Y <u>N</u>] (NOTE: All YESs required to receive point)	All Y - 1 pt. Else - 0 pt.	1
[T4] 1) Does water system routinely track water loss and were acceptable record available for review? [Y <u>N</u>] 2) Is water system overloaded? (i.e. serving customers in excess of MSDH approved design capacity)? [Y <u>N</u>] 3) Was there any indication that the water system is/has been experiencing pressure problems in any part(s) of the distribution system? [Y <u>N</u>] (based on operator information, customer complaints, MSDH records, other information) 4) Are well pumping tests performed routinely? [Y <u>N</u> N/A] (NOTE: YES FOR #1 & YES OR N/A FOR #4 AND NOs FOR #2 & #3 required to receive point)	1)Y - pt. 2)N - pt. 3)N - pt. 4)Y - pt.	1
[T5] 1) Does the water system have the ability to provide water during power outages? (i.e. generator, emergency tie-ins, etc.) [Y <u>N</u>] 2) Does the water system have a usable backup source of water? [Y <u>N</u>] (NOTE: Must be documented on survey report)	All Y - 1 pt. Else - 0 pt.	1
TECHNICAL CAPACITY RATING = [<u>5</u>] (Total Points)		

Managerial Capacity Assessment	Point Scale	Point Award
[M1] Were all SDWA required records maintained in a logical and orderly manner and available for review by the regional engineer during the survey? <u>(Y)N</u>	Y - 1pt. N - 0pt.	1
[M2] 1) Have acceptable written policies and procedures for operating this water system been formally adopted and were these policies available for review during the survey? <u>(Y)N</u> 2) Have all board members (in office more than 12 months) completed Board Member Training? <u>[Y N NA]</u> 3) Does the Board of Directors meet monthly and were minutes of Board meetings available for review during the survey? <u>(NOTE: Quarterly meetings allowed if system has an officially designated full time manager) (Y)N NA</u> (NOTE: ALL YESs or NAs required to receive point. NA - Not Applicable)	All Y - 1 pt. Else - 0 pt.	1
[M3] Has the water system had any SDWA violations since the last Capacity Assessment? <u>[Y(N)]</u>	N - 1pt. Y - 0pt.	1
[M4] Has the water system developed a long range improvements plan and was this plan available for review during the survey? <u>(Y)N</u>	Y - 1pt. N - 0pt.	1
[M5] 1) Does the water system have an effective cross connection control program in compliance with MSDH regulations? <u>(Y)N</u> 2) Was a copy of the MSDH approved bacti site plan and lead/copper site plan available for review during the survey and do the bacti results clearly show that this approved plan is being followed? <u>(Y)N</u> (NOTE: All YESs required to receive point)	All Y - 1 pt. Else - 0 pt.	1
MANAGERIAL CAPACITY RATING = [<u>5</u>] (Total Points)		

Financial Capacity Assessment	Point Scale	Point Award
[F1] Has the water system raised water rates in the past 5 years? <u>(Y)N</u> (NOTE: Point may be awarded if the water system provides acceptable financial documentation clearly showing that a rate increase is not needed, i.e. revenue has consistently exceeded expenditures by at least 10%, etc.)	Y - 1pt. N - 0pt.	1
[F2] Does the water system have an officially adopted policy requiring that water rates be routinely reviewed and adjusted as appropriate and was this policy available for review during the survey? <u>(Y)N</u>	Y - 1pt. N - 0pt.	1
[F3] Does the water system have an officially adopted cut-off policy for customers who do not pay their water bills, was a copy of this policy available for review by the regional engineer, and do system records (cut-off lists, etc.) <u>clearly</u> show that the water system effectively implements this cut-off policy? <u>(Y)N</u>	Y - 1pt. N - 0pt.	1
[F4] Was a copy of the water system's officially adopted annual budget available for review by the regional engineer and does the water system's financial accounting system clearly and accurately track the expenditure and receipt of funds? <u>(Y)N</u>	Y - 1pt. N - 0pt.	1
[F5 - Municipal Systems] 1) Was a copy of the latest audit report available for review at the time of the survey? <u>(Y)N</u> 2) Does this audit report clearly show that water and sewer fund account(s) are maintained separately from all other municipal accounts? <u>(Y)N</u> (NOTE: Yes answer to all questions required to receive point.)	All Y - 1 pt. Else - 0 pt.	1
[F5 - Rural Systems] 1) Was the latest financial report / audit report available for review? <u>[Y N]</u> 2) Does the latest financial report show that receipts exceeded expenditures? <u>[Y N]</u> (NOTE: Yes answer to both questions required to receive point)	All Y - 1 pt. Else - 0 pt.	
FINANCIAL CAPACITY RATING = [<u>5</u>] (Total Points)		

**MISSISSIPPI DEPARTMENT OF HEALTH
BUREAU OF PUBLIC WATER SUPPLY
DESIGN CAPACITY SHEET**

System: CITY OF GULFPORT

ID: 0240003 Class: D County: HARRISON

Date Completed: 04/02/2019

Connections - Actual: 32794 Equivalent: 40993

Design Capacity: 45970 Percent Design Capacity: 40993/45970 = 89.2%

Well Capacities are from Pumping Tests on 2017 and 2018:

Well #01 - 744 GPM @ 60 psi
 Well #02 - 681 GPM @ 65 psi
 Well #03 - 612 GPM @ 65 psi
 Well #04 - 1051 GPM @ 60 psi
 Well #06 - 1120 GPM @ 60 psi
 Well #07 - 943 GPM @ 60 psi
 Well #08 - 824 GPM @ 60 psi
 Well #10 - 1115 GPM @ 60 psi
 Well #11 - 1067 GPM @ 60 psi
 Well #13 - 1641 GPM @ 64 psi
 Well #14 - 1809 GPM @ 65 psi
 Well #15 - 887 GPM @ 60 psi
 Well #23 - 652 GPM @ 65 psi
 Well #24 - 955 GPM @ 60 psi
 Well #25 - 876 GPM @ 60 psi
 Well #26 - 900 GPM @ 60 psi
 Well #27 - 1983 GPM @ 60 psi
 Well #28 - 1669 GPM @ 60 psi
 Well #34 - 1725 GPM @ 60 psi
 Well #38 - 298 GPM @ 50 psi

Harrison County Utility Authority provides the City with an additional 293 GPM

Design Capacity = Well Capacity + (Elevated Storage / 200)

Well Capacity = 744 + 681 + 612 + 1051 + 1120 + 943 + 824 + 500 + 1115 + 1067 + 1641 +
 1809 + 887 + 652 + 955 + 876 + 900 + 1983 + 1669 + 640 + 1725 + 298 + 293

Well Capacity = 22,985

Elevated Storage = 1,000,000 + 1,000,000 + 500,000 + 300,000 + 1,000,000 + 75,000 +
 100,000 + 1,000,000 + 750,000 + 250,000

Elevated Storage = 5,975,000

Design Capacity = 22,985 + (5,975,000 / 200)

Design Capacity = 22,985 + 29,875

Design Capacity = 52,860

Note: The design capacity must be limited to twice (2X) the well capacity

Design Capacity = 22,985 * 2 = 45,970

Due to high users, the existing connections must be multiplied by 1.25.

Eq. Connections = 32,794 * 1.25

Eq. Connections = 40,993

% of Design Capacity = (# of existing connections / design capacity) * 100

% of Design Capacity = (40,993 / 45,970) * 100

% of Design Capacity = 89.2

**MISSISSIPPI STATE DEPARTMENT OF HEALTH
DIVISION OF WATER SUPPLY
PUBLIC WATER SUPPLY - MASTER DATA SHEET**

Name of Supply: City of Gulfport Owner: City County: Harrison

PWS ID# 0240003 Class: D Date of Last Inspection: 03-28-2019 Master Meter: Yes

Actual Connections: 32,794 Equivalent Connections: 40,993 Design Capacity: 45,970

% of Design Capacity: 89.2

Source Supply: Purchase Surface Ground X Number of Wells: 22

<u>Well ID</u>	<u>Location</u>	<u>Year Constructed</u>	<u>Capacity (gpm)</u>	<u>Pressure (psi)</u>	<u>Casing (in)</u>	<u>Screen (in)</u>	<u>Depth (ft)</u>	<u>Cl2 Setting</u>	<u>PChem Date</u>
0240003-01	Mills Ave	1952	700	60	18	12	850	22	04-17-2015
0240003-02	ANG (Bayou View)	1957	830	60	12	8	682	18	04-17-2015
0240003-03	30 th Ave	1964	1000	60	16	12	824	42	03-27-2018
0240003-04	East RR	1964		60	16	12	758	50	03-27-2018
0240003-06	N. Gulfport	1975	1000	60	16	10	808	52	04-17-2015
0240003-07	Township Rd	1977	1000	60	16	10	911	62	04-17-2015
0240003-08	Oakleigh	1978	1000	60	16	10	853	62	04-17-2015
0240003-09	28 th St	1978	500	60	16	10	935	20	04-17-2015
0240003-10	Commerce St	1978	1000	60	16	10	833	62	03-27-2018
0240003-11	44 th Ave	1988	1000	60	16	10	767	42	04-17-2015
0240003-13	Home Depot	1995	1300	60	20	12	835	40	03-27-2018
0240003-14	11 th St	1999	1100		16	10	1840	75	03-27-2018
0240003-15	Rich Ave	2009	1048		16	10	975	70	04-17-2015
0240003-23	Trailwood	1987	838	50	12	8	600	53	04-03-2012
0240003-24	David St	1989	1400	30	12	8	750	52	03-27-2018
0240003-25	S. Swan	1991	1000	60	12	8	716	46	03-28-2019
0240003-26	Stiglet Rd	1998	800		12	8	710	42	04-17-2015
0240003-27	34 th Ave	1999	1000		16	12	750	22	03-27-2018
0240003-28	Hwy 53	2005	1600					47	03-27-2018
0240003-31	Jackson St	1985	640	60	8	6	751	20	04-17-2015
0240003-34	Dedaux Rd	2003	1500		20		920	45	03-27-2018
0240003-38	Community Center	2010	300		10	5x7	760	50	04-17-2015

Treatment: Iron Softening Corrosion Chlorine X Fluoride

<u>Treatment:</u>	<u>No</u>	<u>Location</u>	<u>Type</u>	<u>Capacity (max)</u>	<u>Settings</u>	<u>Remarks</u>
Chlorinator	21	Each Well	Advance 480	100 ppd		Switchover
Chemical Feeder	7	1, 13, 14, 26, 27, 34	LMI	5 GPD		Phosphate

<u>Storage:</u>	<u>Location</u>	<u>Year Constructed</u>	<u>Material</u>	<u>Capacity (gallons)</u>	<u>Remarks</u>	<u>Inspection Date</u>
Elevated	26 th Ave		Steel	1,000,000		07-22-2014
Elevated	Cowan Rd		Steel	1,000,000		07-24-2014
Elevated	Bayou View		Steel	500,000		03-06-2014
Elevated	N. Gulfport		Steel	300,000		05-2017
Elevated	Debuys Rd		Steel	1,000,000		05-2017
Elevated	Olivet		Steel	75,000		05-2017
Elevated	K-Mart		Steel	100,000		03-06-2014
Elevated	S. Swan		Steel	75,000	Taken Done	
Elevated	Community Rd		Steel	1,000,000		07-22-2014
Elevated	Old Hwy 49		Steel	750,000		05-2017
Elevated	Jackson St		Steel	250,000		05-2017
Pressure	Commerce St.		Steel		Contact Tank	03-01-2017
Pressure	Township		Steel		Contact Tank	03-01-2017
Pressure	Community Center		Steel		Contact Tank	03-01-2017
Pressure	30 th Ave		Steel		Contact Tank	03-01-2017
Elevated	VA		Steel	300,000	Not in Service	05-11-2017

<u>Generator:</u>	<u>Type</u>	<u>Location</u>	<u>Rating</u>	<u>Fuel</u>	<u>Routine</u>
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2018 Annual Drinking Water Quality Report

City of Gulfport

PWS#: 240003

June 2019

We're pleased to present to you this year's Annual Quality Water Report. This report is designed to inform you about the quality water and services we deliver to you every day. Our constant goal is to provide you with a safe and dependable supply of drinking water. We want you to understand the efforts we make to continually improve the water treatment process and protect our water resources. We are committed to ensuring the quality of your water. Our water source is from wells drawing from the Pascagoula Formation and Graham Ferry Formation Aquifers. The city also purchases water from the HCUA-West.

The source water assessment has been completed for our public water system to determine the overall susceptibility of its drinking water supply to identified potential sources of contamination. A report containing detailed information on how the susceptibility determinations were made has been furnished to our public water system and is available for viewing upon request. The wells for the City of Gulfport have received a moderate susceptibility ranking to contamination.

If you have any questions about this report or concerning your water utility, please contact Colton Peterman at 228.868.5740. We want our valued customers to be informed about their water utility. If you want to learn more, please attend any of our regularly scheduled meetings. They are held on Tuesdays bi-weekly at 2:30 PM at the City Hall.

We routinely monitor for contaminants in your drinking water according to Federal and State laws. This table below lists all of the drinking water contaminants that we detected during the period of January 1st to December 31st, 2018. In cases where monitoring wasn't required in 2018, the table reflects the most recent results. As water travels over the surface of land or underground, it dissolves naturally occurring minerals and, in some cases, radioactive materials and can pick up substances or contaminants from the presence of animals or from human activity; microbial contaminants, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife; inorganic contaminants, such as salts and metals, which can be naturally occurring or result from urban storm-water runoff, industrial, or domestic wastewater discharges, oil and gas production, mining, or farming; pesticides and herbicides, which may come from a variety of sources such as agriculture, urban storm-water runoff, and residential uses; organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations and septic systems; radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities. In order to ensure that tap water is safe to drink, EPA prescribes regulations that limit the amount of certain contaminants in water provided by public water systems. All drinking water, including bottled drinking water, may be reasonably expected to contain at least small amounts of some contaminants. It's important to remember that the presence of these contaminants does not necessarily indicate that the water poses a health risk.

In this table you will find many terms and abbreviations you might not be familiar with. To help you better understand these terms we've provided the following definitions:

Action Level - the concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

Maximum Contaminant Level (MCL) - The "Maximum Allowed" (MCL) is the highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Maximum Contaminant Level Goal (MCLG) - The "Goal"(MCLG) is the level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Maximum Residual Disinfectant Level (MRDL) - The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary to control microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG) - The level of a drinking water disinfectant below which there is no known or expected risk of health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Parts per million (ppm) or Milligrams per liter (mg/l) - one part per million corresponds to one minute in two years or a single penny in \$10,000.

Parts per billion (ppb) or Micrograms per liter - one part per billion corresponds to one minute in 2,000 years, or a single penny in \$10,000,000.

Picocuries per liter (pCi/L) - picocuries per liter is a measure of the radioactivity in water.

PWS ID #:0240003								
TEST RESULTS								
Contaminant	Violation Y/N	Date Collected	Level Detected	Range of Detects or # of Samples Exceeding MCL/ACL	Unit Measure- ment	MCLG	MCL	Likely Source of Contamination
Microbiological Contaminants								
1. Total Coliform Bacteria	N	November	Positive	1	NA	0	presence of coliform bacteria in 5% of monthly samples	Naturally present in the environment

Radioactive Contaminants

5. Gross Alpha	N	2018	4.9	1.3 – 4.9	pCi/L	0	15	Erosion of natural deposits
6. Radium 226 Radium 228	N	2018	1 .32	.13 – 1 .16 – 2.4	pCi/L	0	5	Erosion of natural deposits

Inorganic Contaminants

10. Barium	N	2018	.0141	.0023 - .0141	ppm	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
13. Chromium	N	2018	1.6	.5 – 1.6	ppb	100	100	Discharge from steel and pulp mills; erosion of natural deposits
14. Copper	N	2015/17*	.1	0	ppm	1.3	AL=1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
15. Cyanide	N	2018	21	No Range	ppb	200	200	Discharge from steel/metal factories; discharge from plastic and fertilizer factories
16. Fluoride	N	2016	.357	.16 - .357	ppm	4	4	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories
17. Lead	N	2015/17*	3	0	ppb	0	AL=15	Corrosion of household plumbing systems, erosion of natural deposits

Volatile Organic Contaminants

66. Ethylbenzene	N	2018	2.007	.604 – 2.007	ppb	700	700	Discharge from petroleum refineries
76. Xylenes	N	2018	.0109	.0029 - .0109	ppm	10	10	Discharge from petroleum factories; discharge from chemical factories

Disinfection By-Products

81. HAA5	N	2018	6	2 - 6	ppb	0	60	By-Product of drinking water disinfection.
82. TTHM [Total trihalomethanes]	N	2018	15.1	12.21 – 15.1	ppb	0	80	By-product of drinking water chlorination.
Chlorine	N	2018	1	0 – 2.3	Mg/l	0	MDRL = 4	Water additive used to control microbes

Unregulated Contaminants

Bromochloromet hane	N	2013*	.468	No Range	UG/L		MRL 0.06	Used as a fire-extinguishing fluid, an explosive suppressant, and as a solvent in the manufacturing of pesticides
Strontium	N	2014*	55.4	6.918 – 55.4	UG/L		MRL 0.3	Naturally-occurring element found in the earth's crust and at low concentrations in seawater, and in some surface and ground water; cobaltous chloride was formerly used in medicines and as a germicide
Vanadium	N	2014*	.293	No Range	UG/L		MRL 0.2	Naturally-occurring elemental metal; used as vanadium pent oxide which is a chemical intermediate and a catalyst

* Most recent sample. No sample required for 2018.

Microbiological Contaminants:

(1) Total Coliform/E Coli. Coliforms are bacteria that are naturally present in the environment and are used as an indicator that other, potentially harmful, waterborne pathogens may be present or that a potential pathway exists through which contamination may enter the drinking water distribution system. We found coliform indicating the need to look for potential problems in water treatment or distribution.

We are required to monitor your drinking water for specific contaminants on a monthly basis. Results of regular monitoring are an indicator of whether or not our drinking water meets health standards. In an effort to ensure systems complete all monitoring requirements, MSDH now notifies systems of any missing samples prior to the end of the compliance period.

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Our water system is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water

for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>. The Mississippi State Department of Health Public Health Laboratory offers lead testing. Please contact 601.576.7582 if you wish to have your water tested.

All sources of drinking water are subject to potential contamination by substances that are naturally occurring or manmade. These substances can be microbes, inorganic or organic chemicals and radioactive substances. All drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1.800.426.4791.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbiological contaminants are available from the Safe Drinking Water Hotline 1.800.426.4791.

The City of Gulfport works around the clock to provide top quality water to every tap. We ask that all our customers help us protect our water sources, which are the heart of our community, our way of life and our children's future.

EQUIPMENT AVAILABILITY FY2019

SHOP GOAL 90% OR BETTER

OCTOBER

94.0%

NOVEMBER

92.8%

DECEMBER

93.5%

JANUARY *

89.5%

FEBRUARY

84.4%

MARCH

86.5%

APRIL

87.6%

MAY

91.8%

JUNE

88.0%

JULY

87.1%

AUGUST

92.1%

SEPTEMBER

92.2%

Average %

90.0%



INVENTORY AUDIT FY19

(GENERATED 12 DECEMBER 2019)

MATERIAL ID	DESCRIPTION	AUDIT COUNT	STOCK ON HAND	AUDIT DIFF	UNIT COST	UOM	LINE TOTAL	COST DIF
4121011	# 5 REBAR	97	95	-2	10.12	EA	\$981.64	\$20.24
8154027	1" BALL VALVE, CTS - MSN	61	58	-3	57.60	EA	\$3,513.60	\$172.80
8154031	1" CORP. STOP, MPT (1"cc) - CTS	80	80		46.92	EA	\$3,753.60	
8154022	1" COUPLING, CTS	60	59	-1	14.28	EA	\$856.80	\$14.28
8153058	1" COUPLING, DRESSER	30	27	-3	9.70	EA	\$291.00	\$29.10
8154029	1" NIPPLE, METER, LONG	42	40	-2	8.00	EA	\$336.00	\$16.00
8154028	1" TEE, CTS	51	48	-3	32.55	EA	\$1,660.05	\$97.65
8156030	1" x 3" REPAIR CLAMP	60	61	+1	4.16	EA	\$249.60	\$4.16
8154037	1" x 3/4" x 3/4" WYE, CTS	111	106	-5	35.86	EA	\$3,980.46	\$179.30
4121005	1" x 4" x 8' LUMBER	271	268	-3	6.71	EA	\$1,818.41	\$20.13
1005017	14" DIAMOND BLADE w/20mm ARBOR	9	9		119.60	EA	\$1,076.40	
1123015	2 WAY HYDRANT, 4' BURY, 4" SHOE, 5 1/4"	13	13		1,074.74	EA	\$13,971.62	
8154013	2" BALL VALVE, CTS - FPT	9	9		174.50	EA	\$1,570.50	
8156058	2" COLLAR LEAK CLAMP	5	5		51.49	EA	\$257.45	
8154014	2" CUTOFF, WHEEL, FPT	27	27		31.90	EA	\$861.30	
8156003	2" FULL CIRCLE CLAMP, 2.70 - 3.13 x 12"	4	4		48.22	EA	\$192.88	
8153033	2" NIPPLE, 6" LENGTH	24	24		7.60	EA	\$182.40	
8154018	2" NIPPLE, ALL THREAD	99	94	-5	6.15	EA	\$608.85	\$30.75
8154220	2" OCTAVE METER	11	11		1,835.00	EA	\$20,185.00	
8157113	2" RISER for 6 " VALVE BOX	41	40	-1	8.00	EA	\$327.94	\$8.00
8155002	2" x 1" cc SERVICE SADDLE	23	22	-1	53.06	EA	\$1,220.38	\$53.06
4121002	2" x 4" x 8' LUMBER	532	517	-15	2.85	EA	\$1,516.20	\$42.75
1123005	3 WAY HYDRANT, 3' BURY, 6" SHOE, 5 1/4"	19	19		1,173.00	EA	\$22,287.00	

1123007	3 WAY HYDRANT, 4' BURY, 6" SHOE, 5 1/4"	32	31	-1	1,259.04	EA	\$40,289.28	\$1,259.04
8156004 C	3" - 4" FULL CIRCLE CLAMP (3.73 - 4.00 x 12.5)	8	7	-1	63.69	EA	\$509.52	\$63.69
8154221	3" OCTAVE METER	3	3		2,125.00	EA	\$6,375.00	
8156024	3" x 3" REPAIR CLAMP	23	24	+1	4.94	EA	\$113.62	\$4.94
8154058	3/4" BALL VALVE, 1" CTS - 3/4" MSN	93	90	-3	39.95	EA	\$3,715.35	\$119.85
8154059	3/4" BALL VALVE, 3/4" CTS - 3/4" PVC	56	53	-3	56.80	EA	\$3,180.80	\$170.40
8154055	3/4" BALL VALVE, CTS	30	28	-2	28.99	EA	\$869.70	\$57.98
8159019	3/4" BIBB, SMOOTH	23	23		7.25	EA	\$166.75	
8154046	3/4" COUPLING, CTS	62	59	-3	12.48	EA	\$773.76	\$37.44
8154050	3/4" COUPLING, CTS - MPT	64	64		10.23	EA	\$654.72	
8153049	3/4" COUPLING, DRESSER	8	8		8.25	EA	\$66.00	
8154060	3/4" METER RISER, 12" HT	25	25		110.59	EA	\$2,764.75	
8154042	3/4" NIPPLE, METER, LONG	6	6		6.96	EA	\$41.76	
4121001	3/4" PLYWOOD	77	78	+1	15.54	EA	\$1,196.58	\$15.54
8154053	3/4" TEE, CTS	49	50	+1	27.20	EA	\$1,332.80	\$27.20
8156032	3/4" x 3" REPAIR CLAMP	20	19	-1	3.80	EA	\$76.00	\$3.80
8157003	4" SLEEVE, MJ	17	17		25.00	EA	\$425.00	
8261020	4" ADJUSTING RING (CONCRETE) 26 1/2"	13	13		50.00	EA	\$650.00	
8251009	4" BACK WATER VALVE	7	7		37.00	EA	\$259.00	
8251012	4" CLEANOUT, SW x FPT	44	42	-2	1.38	EA	\$60.72	\$2.76
8157015	4" ELBOW, 45 DEG, MJ	36	36		24.80	EA	\$892.80	
8156005 B	4" FULL CIRCLE CLAMP (4.74 - 5.14 x 12.5)	8	9	+1	39.02	EA	\$312.16	\$39.02
8154222	4" OCTAVE METER	3	3		2,335.00	EA	\$7,005.00	
8155004	4" x 1" cc SERVICE SADDLE	41	39	-2	17.15	EA	\$703.15	\$34.30
8252001	4" x 4" COUPLING, PL - PL	87	83	-4	3.49	EA	\$303.63	\$13.96
	5/8" ALLEGRO REGISTER HEAD (NON-UNIFIED)	8103	8103		117.00	EA	\$948,051.00	
	5/8" ALLEGRO REGISTER HEAD (UNIFIED)	3380	3380		117.00	EA	\$395,460.00	
8154041	5/8" BALL VALVE, 3/4" CTS - 3/4" MSN	7	7		38.70	EA	\$270.90	
8156243	5/8" x 4" METER BOLT	58	60	+2	2.11	EA	\$122.38	\$4.22
8157024	6" PLUG w/2" TAP	3	3		47.00	EA	\$141.00	
8157004	6" SLEEVE, MJ	24	22	-2	44.00	EA	\$1,056.00	\$88.00
8261021	6" ADJUSTING RING (CONCRETE) 26 1/2"	22	22		70.00	EA	\$1,540.00	

8155037	6" BELL CLAMP	10	10		141.00	EA	\$1,410.00	
8251023	6" CAP, SW	29	29		4.28	EA	\$124.26	
8251021	6" CLEANOUT, SW x FPT	121	120	-1	11.50	EA	\$1,391.50	\$11.50
8251013	6" COUPLING, SW	24	24		4.16	EA	\$99.84	
8157016	6" ELBOW, 45 DEG, MJ	23	20	-3	40.00	EA	\$920.00	\$120.00
8251015	6" ELBOW, 45 DEG, SW x SW	88	85	-3	6.96	EA	\$612.48	\$20.88
8156006 C	6" FULL CIRCLE CLAMP (6.84 - 7.24 x 12.5)	3	3		48.20	EA	\$144.60	
8157111	6" LID (WATER) for VALVE BOX	24	23	-1	6.00	EA	\$144.00	\$6.00
8154223	6" OCTAVE METER	7	7		3,925.00	EA	\$27,475.00	
8157008 A	6" RETAINER, MJ w/ACCESSORIES	89	92	+3	25.00	EA	\$2,225.00	\$75.00
8157110	6" VALVE BOX w/LID (WATER)	186	182	-4	27.00	EA	\$5,022.00	\$108.00
8251017	6" WYE, INLINE (PVC), SW	8	8		15.01	EA	\$120.08	
8155006	6" x 1" cc SERVICE SADDLE	28	28		18.30	EA	\$512.40	
8252006	6" x 4" COUPLING, CL - PL	42	42		7.95	EA	\$333.90	
8156080	6" x 4" TAPPING SLEEVE 6.61 - 6.64 C900	1	2	+1	205.00	EA	\$205.00	\$205.00
8252008	6" x 6" COUPLING, PL - PL	76	73	-3	6.95	EA	\$528.20	\$20.85
8156076	6" x 6" TAPPING SLEEVE CL160	2	2		256.00	EA	\$512.00	
8251026	8" COUPLING, SW x SW	2	2		18.50	EA	\$37.00	
8157017	8" ELBOW, 45 DEG, MJ	15	14	-1	58.00	EA	\$870.00	\$58.00
8156007 B	8" FULL CIRCLE CLAMP (8.54 - 8.94 x 12.5)	2	2		75.01	EA	\$150.02	
8157105	8" GATE VALVE	41	41		547.94	EA	\$22,465.54	
8155008	8" x 1" cc SERVICE SADDLE	38	36	-2	22.20	EA	\$843.50	\$44.40
8157059	8" x 6" TEE, MJ	3	3		90.00	EA	\$270.00	
3118049	ACP FES CONCRETE 18" - BELL	12	12		320.00	EA	\$3,840.00	
2121020	ADA BOARD, 24" x 24"	15	15		74.00	EA	\$1,110.00	
8157001	ADAPTER, FOSTER, 8"	38	37	-1	121.00	EA	\$4,598.00	\$121.00
8252050	AIR RELEASE VALVE, 2" , ARI, S/S	4	4		2,530.00	EA	\$10,120.00	
3112009	BLUE MARKING PAINT	229	219	-10	2.90	EA	\$664.10	\$29.00
8154116	BOX (w/LID), METER, PLASTIC	169	167	-2	18.43	EA	\$3,114.67	\$36.86
2122029	CAP - REBAR	135	130	-5	0.99	EA	\$133.65	\$4.95
8252023	CLEANOUT FRAME w/ LID, CI	98	101	+3	37.00	EA	\$3,626.00	\$111.00

3118036	CONCRETE ARCH - ASTM C-506 29 x 18 (24")	26	25	-1	247.04	EA	\$6,423.04	\$247.04
2001009	DEF (Urea)	36	36		2.80	EA	\$100.80	
8159011	DYE, TRACING - LIME	25	25		11.85	EA	\$296.25	
1123030	EXTENSION, 5 1/4" x 12" (Mueller)	12	12		260.00	EA	\$3,120.00	
7121002	FILL DIRT	2854	2854		2.00	.25	\$5,708.00	
8260017	FORCE MAIN SEWER PIPE 4" (DR18)	620	620		2.10	FT	\$1,302.00	
5121015	GRATE w/FRAME 26" (CLEAR OPENING 24")	8	8		295.00	EA	\$2,360.00	
3114002	GRAVEL MIX	18	18		3.70	EA	\$66.60	
8156043	HYMAX, COUPLING, 8"	13	12	-1	215.00	EA	\$2,795.00	\$215.00
8156212	INSTA VALVE, HYDRA, 6"	2	2		3,660.00	EA	\$7,320.00	
8156213	INSTA VALVE, HYDRA, 8"	1	1		4,286.00	EA	\$4,286.00	
8154108	INT ASSY 2" (4 BOLT)	2	2		550.00	EA	\$1,100.00	
7121006	LIMESTONE ASTM #610	1546	1546		9.50	.25	\$14,687.00	
1003007	LINE, WEDEATER (.105mm)	50	48	-2	11.99	EA	\$599.50	\$23.98
5121002	MANHOLE RISER RING, 23.5" x 2"	31	30	-1	115.00	EA	\$3,565.00	\$115.00
8260010	MANHOLE, FRAME & LID, 26" (CLEAR 24") COMPOSITE	5	5		900.00	EA	\$4,500.00	
8260009	MANHOLE, FRAME & LID, 26" (CLEAR 24"), 4" RISE	4	4		501.65	EA	\$2,006.60	
8159014	MARKER, GREEN	10	12	+2	10.85	EA	\$108.50	\$21.70
8252024	PAD, CONCRETE (for CLEANOUT FRAME)	144	142	-2	13.00	EA	\$1,872.00	\$26.00
3114003	PERM-PATCH	158	154	-4	11.97	EA	\$1,891.26	\$47.88
3111021	PROBING ROD	1	1		23.84	EA	\$23.84	
1121030	PVC PIPE, SCH40, 2"	2678	2670	-8	0.80	FT	\$2,142.40	\$6.40
8260029	PVC SEWER PIPE 8" (SDR26)	779	776	-3	4.43	FT	\$3,450.97	\$13.29
3111042	QUAD PLUG	24	24		28.00	EA	\$672.00	
3118061	RCP FES CONCRETE 24" - BELL	6	6		340.00	EA	\$2,040.00	
3118019	ROUND CONCRETE PIPE ASTM C-76 18"	23	23		98.00	EA	\$2,254.00	
3111002	SHOVEL, FLAT TIP	5	6	+1	24.00	EA	\$120.00	\$24.00
8159001	STATION, WATER SAMPLING	6	6		310.00	EA	\$1,860.00	
2121003	STEP, MANHOLE / CULVERT	224	224		6.14	EA	\$1,375.36	
8159007	TAPE, WATER LINE	49	48		43.47	EA	\$2,130.03	
1121010	TUBING, MUNICIPAL SERVICE, 3/4"	821	812		0.16	FT	\$131.36	
8103020	VALVE, GATE, MJ, 12"	3	3		1,271.13	EA	\$3,813.39	

26178

25738

\$1,686,941.88

440 DIFF / 98.3 %

LOSS \$ 3811.31 / GAIN \$ 456.78

31 December 2019

Water and Sewer End of Year Report

FY2019

1.) Water and Sewer Construction Crews

A.) Crew 1

a.) Completed Projects:

- Completed lyman sewer old 49 south end
- Completed 2nd ave. lyman
- Completed sewer in alley in lyman behind church
- Assisted crew 3 on the following 3rd street 4th ave. in lyman sewer

B.) Crew 2

a.) Completed Projects:

- Completed marie road sewer
- Completed duckworth road force main
- Completed flat branch washout repair
- Completed swan lakes sewer repair
- Completed
- Completed
- Assisted Crew
-

C.) Crew 3

a.) Completed Projects:

- Completed STRINGER LANE SEWER
- Completed 3rd street sewer
- Completed 4th. Ave. lyman
- Completed switzer road sewer project

D. CREW 4

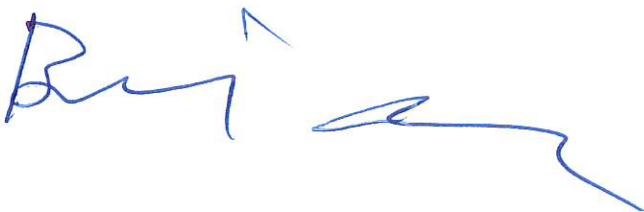
COMPLETED stringer lane water marie road water main trippie road water Clifford
road water main 27th street water for KFCU gulf ship island water main

A.) Service Requests – 0 Failures

B.) Fire Hydrant Crew Bench Marks – 0 Failures

Brian McKnight

Water and Sewer Inspector
City of Gulfport



2019 Construction Crew Cost Comparison (Oct. 1, 2018 - September 30, 2019)

Water & Sewer Construction Crews

Crew #1 Tichenor

Project Name	SR#	Material Cost	Unit Price	
Duckworth Road Force Main	222484	\$ 29,664.68	\$ 103,641.00	\$ 73,976.32
Marie Road Sewer	226990	\$ 104,695.92	\$ 345,907.00	\$ 241,211.08
Dedeaux Klein Sewer	235868	\$ 15,431.44	\$ 71,440.00	\$ 56,008.56
		\$ 149,792.04	\$ 520,988.00	\$ 371,195.96
Labor Cost	(Crew Leader-1, Asst Crew Leader-1, Truck Driver-1, and Laborer-1)			\$ 204,706.98
Labor Cost with Rain & Emergency Days Deducted	31 Rain Days & 0 Emergency Days @ \$811.63/Day			\$ 179,546.45
Equipment & Fuel Cost				\$ 129,566.33
			Total Amount Saved	\$ 62,083.18
			% Overall Savings	17%

Crew #2 Spink

Project Name	SR#	Material Cost	Unit Price	
Lyman Area Sewer	227190	\$ 69,184.61	\$ 348,935.00	\$ 279,750.39
North Swan Place Sewer	230449	\$ 35,043.95	\$ 159,608.25	\$ 124,564.30
		\$ 104,228.56	\$ 508,543.25	\$ 404,314.69
Labor Cost	(Crew Leader-1, Asst Crew Leader-1, Truck Driver-1, and Laborer-1)			\$ 204,706.98
Labor Cost with Rain & Emergency Days Deducted	31 Rain Days, & 0 Emergency Days @ \$811.63/Day			\$ 179,546.45
Equipment & Fuel Cost				\$ 78,748.83
			Total Amount Saved	\$ 146,019.41
			% Overall Savings	29%

Crew #3 Fernandez

Project Name	SR#	Material Cost	Unit Price	
Gulf Ship Island Sewer	230448	\$ 73,050.96	\$ 339,306.60	\$ 266,255.64
Stringer Lane Sewer	226986	\$ 39,026.54	\$ 101,133.00	\$ 62,106.46
Robinson Road Point Repair	232092	\$ 3,082.30	\$ 10,400.00	\$ 7,317.70
Stringer Lane Water	226369	\$ 8,208.50	\$ 29,569.00	\$ 21,360.50
		\$ 123,368.30	\$ 480,408.60	\$ 357,040.30
Labor Cost	(Crew Leader-1, Asst Crew Leader-1, Truck Driver-1, and Laborer-1)			\$ 204,706.98
Labor Cost with Rain & Emergency Days Deducted	31 Rain Days & 0 Emergency Days @ \$811.63/Day			\$ 179,546.45
Equipment & Fuel Cost				\$ 112,148.59
			Total Amount Saved	\$ 65,345.26
			% Overall Savings	14%

Fire Hydrant Crew

Project Name	SR#	Material Cost	Unit Price	
Fire Hydrants Replaced		\$ 30,887.80	\$ 80,000.00	\$ 49,112.20
Fire Hydrants Repaired		\$ -	\$ 37,250.00	\$ 37,250.00
Marie Road Water	226554	\$ 30,230.80	\$ 112,695.75	\$ 82,464.95
Gulf Ship Island Water	228235	\$ 66,417.16	\$ 198,488.50	\$ 132,071.34
Three Rivers Clifford Water	233412	\$ 11,857.00	\$ 34,622.00	\$ 22,765.00
KFCU Water Relocation	230188	\$ 7,868.11	\$ 20,497.00	\$ 12,628.89
VA Water Main	237669	\$ 9,003.18	\$ 26,490.00	\$ 17,486.82
1301 35th Street	225063	\$ 2,019.56	\$ 10,363.00	\$ 8,343.44
Storage Facility Water Tap	220078	\$ 13,386.88	\$ 26,490.00	\$ 13,103.12
		\$ 171,670.49	\$ 546,896.25	\$ 375,225.76
Labor Cost	(Crew Leader-1, Asst Crew Leader-1, and Laborer-1)			\$ 150,634.04
Equipment & Fuel Cost	(1 mini-hoe, 1 crew truck, and 1 enclosed trailer)			\$ 18,967.52
			Total Amount Saved	\$ 205,624.20
			% Overall Savings	38%

Total Savings **\$ 479,072.05**
% Overall Savings **23.3%**

STREETS/DRAINAGE

* QUALITY FOR SERVICE REQUESTS

10 Inspections per week x 52 weeks
520 Inspections
4 Failed
 $((520-4)/520) = 99.2\%$ Passed

* COMPLETION RATE OF SERVICE REQUESTS

Opened	4,672
Engineering	<u>0</u>
4,672 Total Opened for Utility Partners, LLC	

Closed	4,789
Engineering	<u>0</u>
4,789 Total Opened for Utility Partners, LLC	

Closed	<u>4,789</u> = 102.5% Closed
Opened	4,672

* RESPONSE/PRODUCTION TIME OF SERVICE REQUESTS

10 Inspections per week x 52 weeks
520 Inspections
8 Failed
 $((520-8)/520) = 98.5\%$ Passed

*ROUTINE MAINTENANCE

Pot Hole Patching Adjustment
248 Calendar Day – 22 Rain Days – 108 (Avg) Days in Shop = 118 Calendar Days
118 Calendar Days * (2 Crews) * (5 tons/day/crew) = 1,180 tons required
1,152 tons installed/1,180 tons required = 97.6%

$97\% + 100\% + 97.6\% + 100\% + 100\% = 500\%/5 = 98.9\%$

*OVERALL

$96.9\%(.10) + 99.2\%(.15) + 100.0\%(.20) + 98.5\%(.15) + 98.9\%(.40) = 98.9\%$

Service Request Progress Sheet

10/1/2018 12:00:00AM to 9/30/2019 11:59:59PM

	<u>10/1/18</u>	<u>OPEN</u>	<u>CLOSED</u>	<u>9/30/19</u>	<u>+60 DAYS</u>	<u>ENG</u>	<u>ENG +60</u>
ALLEY NEEDS LIMESTONE AND REGRADING	5	89	93	1	0	0	0
DRIVEWAY IS BROKEN	7	82	86	3	1	0	0
SIDEWALK IS BROKEN	13	71	74	10	4	0	0
CATCH BASIN BROKEN	13	56	61	8	8	0	0
CATCH BASIN NOT DRAINING	2	98	99	1	0	0	0
CAVE IN AT STREET	4	177	172	9	6	0	0
CLEAR AND GRUB AREA	1	1	2	0	0	0	0
CURB BROKEN OR DISJOINTED	5	26	27	4	0	0	0
CURRENT NEW CONSTRUCTION	29	19	27	21	21	0	0
DITCH NOT DRAINING	65	399	445	19	15	0	0
GRASS OVER GROWN	17	164	173	8	0	0	0
INSTALL STORM DRAIN PIPE	4	4	4	4	4	0	0
STREET SHOULDERS NEED LIMESTONE	2	108	108	2	0	0	0
LITTER IN AREA	1	13	14	0	0	0	0
CATCH BASIN MISSING LID		19	18	1	1	0	0
OIL OR CHEMICAL SPILL		7	7	0	0	0	0
DITCH IS OVER GROWN	29	419	429	19	1	0	0
UTILITY CUT ACROSS NEEDS PATCHING	5	338	338	5	1	0	0
STREET NEEDS PAVING	11	29	25	15	12	0	0
POLE KNOCKED DOWN (W	1	0	1	0	0	0	0
POTHOLE	14	1012	1016	10	2	0	0
ANYTHING IN THE ROAD OR RIGHT OF WAY	5	136	140	1	0	0	0
DRESS UP AREA	2	24	26	0	0	0	0
SIDEWALK OVER GROWN		10	10	0	0	0	0
STORM DRAIN TO SMALL	2	3	4	1	1	0	0
STORM DRAIN PIPE BROKEN	9	47	47	9	7	0	0
STORM PIPE COLLAPSED	12	83	80	15	14	0	0
STORM DRAIN PIPE PLUGGED	3	84	86	1	1	0	0
STREET OR CURB NEEDS TO BE SWEEP	1	76	77	0	0	0	0
STREAM BANK EROSION		30	27	3	2	0	0
TIRE PICKUP		4	4	0	0	0	0
TIRE PICKUP	7	0	0	7	7	0	0
TRASH TO BE PICKED UP	17	467	482	2	0	0	0
TREE LIMBS OVERGROWN	11	331	336	6	0	0	0
REMOVE TREE(S)	5	80	78	7	0	0	0
WASHOUT AT SHOULDER OF STREET	1	43	44	0	0	0	0
WATER STANDING	13	123	129	7	6	0	0
	316	4672	4789	199	114	0	0

Of these requests, the following have been submitted to Engineering:

Engineering	0
<i>Total Engineering:</i>	0
Total Water Billing:	0
Total:	199



Streets and Drainage Year to Date Report FY 19

	SERVICE REQUESTS			Landfill	DITCHES		Sidewalk Cleaning		GROUND MAINTENANCE			STREET SWEEPING		ASPHALT	
	Received	Completed	Total in Engr. Dept.	Debris hauled to landfill	Ditches Cleaned (Annual cycle)	Percent Complete	Sidewalk Cleaning (Annual cycle)	Percent Complete	Dates below reflect scheduled cycle per city	Grass Cutting (6 week cycle)	Percent Complete	Street Sweeping 6 month cycle	Percent Complete	Asphalt Tonnage Used	Percent Covered
Contract Benchmark					300,959.00		337,916.00			1,753,752.00		225.00		3,000.00	
							Lf has increased			(10,522,512 annually)		(450 Miles annually)			Based on 3,000 tons annually
Month	#	#	#	YD	If	%	If	%		If	%	Miles	%	Tons	%
Oct-18	360	444	0	1,459.00	40,600.00	13.5%	23,167.00	6.9%	10/01/18-11/25/18	1,753,752.00	100%	0.00	0.0%	98.35	3.3%
Nov-18	273	285	0	1,704.50	23,725.00	7.9%	23,679.00	7.0%	TBD	Off Season		2.00	0.9%	83.01	2.8%
Dec-18	320	300	0	1,089.00	23,650.00	7.9%	32,380.00	9.6%	TBD	Off Season		107.00	47.6%	74.83	2.5%
Jan-19	382	392	0	2,079.00	25,600.00	8.5%	32,193.00	9.5%	TBD	Off Season		37.00	16.4%	88.52	3.0%
Feb-19	318	281	0	7,253.00	6,800.00	2.3%	39,268.00	11.6%	TBD	Off Season		0.00	0.0%	75.80	2.5%
Mar-19	485	445	0	6,747.50	6,450.00	2.1%	48,785.00	14.4%	TBD	Off Season		58.00	25.8%	116.64	3.9%
Apr-19	464	397	0	2,805.50	18,700.00	6.2%	45,378.00	13.4%	04/01/19-05/19/19	1,753,752.00	100%	63.00	28.0%	137.48	4.6%
May-19	485	520	0	2,290.50	16,050.00	5.3%	30,767.00	9.1%	05/20/19-07/28/19	1,753,752.00	100%	20.40	9.1%	134.85	4.5%
Jun-19	414	459	0	2,357.00	11,400.00	3.8%	41,691.00	12.3%	07/29/19-10/13/19	438,438.00	25%	20.00	8.9%	114.97	3.8%
Jul-19	399	426	0	1,766.50	23,600.00	7.8%	43,475.00	12.9%	TBD	0.00	0%	129.40	57.5%	70.17	2.3%
Aug-19	411	400	0	2,741.00	42,850.00	14.2%	35,680.00	10.6%	TBD	0.00	0%	78.90	35.1%	73.95	2.5%
Sep-19	368	440	0	2,480.70	76,100.00	25.3%	28,674.00	8.5%	TBD	0.00	0%	231.34	102.8%	83.10	2.8%
TOTALS	4,679.00	4,789.00	0	34,773.20	315,525.00	104.8%	425,137.00	125.8%		5,699,694.00	54.2%	267.00	91%	1,151.67	38.4%
		102.4%							Grass cutting term extended due to repairs being made to the equipment			543.04	241%		

tons remaining 1,848.33

tons remaining 1,848.33



CITY of GULFPORT
DEPARTMENT of PUBLIC WORKS



**END OF YEAR REPORT ON UTILITY PARTNERS' STREETS AND DRAINAGE
DEPARTMENT FROM 1 OCTOBER 2018 TO 30 SEPTEMBER 2019**

A. Weekly Random Inspections on Service Requests Completed:

1. Assigned to inspect 10 Random Completed Service Requests per week for 52 weeks in a work year. Random requests are selected from the Completed Streets and Drainage Service Requests.

- Over the 52 weeks a total of 518 service requests were inspected for quality, paperwork and benchmark times as per city standards. Note: **Week 13** there were only 8 total service requests completed due to Holidays. After several failure meetings there were only 12 failures for this fiscal year, 8 response time benchmarks and 4 total qualities.

See Attachment 1

- **Note:** For Drainage there was a total of 1,429 service requests that were completed, and for Streets a total of 3,187 estimated were completed.

See Attachment 2 Spread Sheet

B. 100% Inspections of Streets and Drainage Completed Service Requests:

- **Areas Inspected:** Catch Basin Broken, Catch Basin Not Draining, Catch Basin Missing Lid, Install Storm Drain Pipe, Storm Drain Pipe Collapsed, Storm Drain Pipe Broken, Storm Drain Pipe Plugged, Wash Out at Street Shoulder, Alley Needs Limestone, Cave-In at Street, Curb Broken or Disjointed, Current New Construction, Driveway Broken, Street Shoulder Needs Limestone (Limestone Street) and Pave Street.
- An estimated total of 851 Service Requests were inspected with no failures for this work year.

No Attachment.

C. Cave-In Crew:

1. Cave-In Crew performs service requests for Storm Drain Cave-In's, and Small Storm Drain Projects less than 40-feet on driveway replacements. The Crew Leader was temporarily assigned to the Construction Crew (while simultaneously continuing as the Cave-In Crew Leader) on the 9th of August 2018, due to the termination of the Construction Crew Leader. Additionally, the Cave-In Crew was assigned to assist other crews as necessary. All work performed by the Cave-In Crew was inspected daily to ensure work meets City Construction Standards; please note that no inspections were performed when the inspector was on vacation or attending conferences. The Cave-In Crew is comprised of 3 employees:
 - Crew Leader, David Garrison, assigned to the Construction Crew 8/9/18.
 - Calvin Lewis was temporarily assigned as Crew Leader on 11/14/18 until 12/14/18. This position was vacant from 12/17/18 to 2/1/19. Robert Murray was assigned as the Crew Leader on 2/4/19.
 - Operator and Assistant Crew Leader – Robert Murray from 12/4/18 to 2/1/19. Kevin Flynn assigned as Assistant Crew leader on 3/13/19.
 - Laborer - Warren Howard
- Cave-In Crew completed an estimated 404 Service Requests, which included the removal and replacement of an estimated 461 feet of various sizes of storm drain culverts from 15" RCP & RCAP culverts to 24" RCP and RCAP and 5 flared-end sections of storm drain culverts. This includes the time during which the Crew Leader was assisting the Construction Crew on various storm drain projects. During this fiscal year, the Cave-In Crew has assisted the Streets and Drainage Construction Crew #1 in 4 Projects, assisted the Concrete Crew in 97 projects, assisted the Asphalt Crews in 12 Projects, assisted the Ditch Cleaning Crew in 4 Projects, and assisted the Grass Cutting Crew in 1 small project. The Cave-In Crew also spent 4 days attending mandatory training classes. All of the above totals are estimated as no daily inspections were performed when the inspector was not at work due to vacation or other absences. The Crew had no failures during the fiscal year.

D. Customer Call Back Log:

During this fiscal year, there were only 5 customer call back issues, none of which required re-work to be performed.

See Attachment 3

Respectfully submitted,

John Thomas



Copy to:

Wayne E. Miller, Ryan D. Merrill, Brian A. Nelson, File



Total:	<u>12</u>
Quality:	<u>2</u>
Paperwork:	<u>4</u>
Total Quality:	<u>4</u>
Response Time:	<u>8</u>

The total quality entry reflects work orders that had a failure due to quality of work that may or may not have included paperwork

Service Request Progress Sheet

10/1/2018 12:00:00AM to 9/30/2019 11:59:59PM

	10/1/18	OPEN	CLOSED	9/30/19	+60 DAYS	ENG	ENG +60
ALLEY NEEDS LIMESTONE AND REGRADING	5	89	93	1	0	0	0
DRIVEWAY IS BROKEN	7	82	86	3	1	0	0
SIDEWALK IS BROKEN	13	71	74	10	4	0	0
CATCH BASIN BROKEN	13	56	61	8	8	0	0
CATCH BASIN NOT DRAINING	2	98	99	1	0	0	0
CAVE IN AT STREET	4	177	172	9	6	0	0
CLEAR AND GRUB AREA	1	1	2	0	0	0	0
CURB BROKEN OR DISJOINTED	5	26	27	4	0	0	0
CURRENT NEW CONSTRUCTION	29	19	27	21	21	0	0
DITCH NOT DRAINING	65	399	445	19	15	0	0
GRASS OVER GROWN	17	164	173	8	0	0	0
INSTALL STORM DRAIN PIPE	4	4	4	4	4	0	0
STREET SHOULDERS NEED LIMESTONE	2	108	108	2	0	0	0
LITTER IN AREA	1	13	14	0	0	0	0
CATCH BASIN MISSING LID		19	18	1	1	0	0
OIL OR CHEMICAL SPILL		7	7	0	0	0	0
DITCH IS OVER GROWN	29	419	429	19	1	0	0
UTILITY CUT ACROSS NEEDS PATCHING	5	338	338	5	1	0	0
STREET NEEDS PAVING	11	29	25	15	12	0	0
POLE KNOCKED DOWN (W	1	0	1	0	0	0	0
POTHOLE	14	1012	1016	10	2	0	0
ANYTHING IN THE ROAD OR RIGHT OF WAY	5	136	140	1	0	0	0
DRESS UP AREA	2	24	26	0	0	0	0
SIDEWALK OVER GROWN		10	10	0	0	0	0
STORM DRAIN TO SMALL	2	3	4	1	1	0	0
STORM DRAIN PIPE BROKEN	9	47	47	9	7	0	0
STORM PIPE COLLAPSED	12	83	80	15	14	0	0
STORM DRAIN PIPE PLUGGED	3	84	86	1	1	0	0
STREET OR CURB NEEDS TO BE SWEEP	1	76	77	0	0	0	0
STREAM BANK EROSION		30	27	3	2	0	0
TIRE PICKUP		4	4	0	0	0	0
TIRE PICKUP	7	0	0	7	7	0	0
TRASH TO BE PICKED UP	17	467	482	2	0	0	0
TREE LIMBS OVERGROWN	11	331	336	6	0	0	0
REMOVE TREE(S)	5	80	78	7	0	0	0
WASHOUT AT SHOULDER OF STREET	1	43	44	0	0	0	0
WATER STANDING	13	123	129	7	6	0	0
	316	4672	4789	199	114	0	0

Of these requests, the following have been submitted to Engineering:

Engineering	0
Total Engineering:	0
Total Water Billing:	0
Total:	199

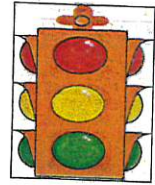
CITY OF GULFPORT

DEPARTMENT OF PUBLIC WORKS

CUSTOMER CALL BACK
LOG

INSPECTOR: JOHN THOMAS
 CONTRACTOR: UTILITY PARTNERS L.L.C.
 DIVISION: STREETS AND DRAINAGE

FY OCT. 2018 - SEP. 2019



NO	SERVICE	CUSTOMER	DATE	CUSTOMER'S CONCERN	IS REWORK	
	REQUEST NO.	NAME			REQUIRED?	
1	222160	Susan Petersen	11/2/18	Storm Pipe Plug	YES	☒ NO
2					YES	NO
3					YES	NO
4					YES	NO
5					YES	NO
6					YES	NO
7					YES	NO
8					YES	NO
9					YES	NO
10					YES	NO
11					YES	NO
12					YES	NO
13					YES	NO
14					YES	NO
15					YES	NO
16					YES	NO
17					YES	NO
18					YES	NO
19					YES	NO
20					YES	NO
21					YES	NO
22					YES	NO
23					YES	NO
24					YES	NO
25					YES	NO
26					YES	NO
27					YES	NO
28					YES	NO
29					YES	NO
30					YES	NO
31					YES	NO
32					YES	NO
33					YES	NO
34					YES	NO
35					YES	NO
36					YES	NO
37					YES	NO
38					YES	NO
39					YES	NO



**CITY of GULFPORT
DEPARTMENT of PUBLIC WORKS**



**END OF YEAR REPORT ON UTILITY PARTNER'S STREETS AND DRAINAGE DEPARTMENT FROM
1 OCTOBER 2018 TO 30 SEPTEMBER 2019**

A. Daily Routine Inspections Completed:

1. Grass Cutting	Every 8 Weeks-	
	1 April 19 - - 19 May 19	Completed
	20 May 19 – 27 July 19	Completed
	28 July 19 – 7 Sept. 19	Completed
2. Street Sweeping	Every 6 – Months	
	1 Oct. 18 – 31 March 19	Completed
	1 April 19 – 30 Sept. 19	Completed
3. Sidewalk Cleaning	Yearly	
	1 Oct. 18 – 30 Sept. 19	Completed
4. Pot Hole Patching	Yearly	
	1 Oct. 18 – 30 Sept. 19	15.9%
	1,152 Tons of Asphalt	
5. Ditch Cleaning	Yearly	
	1 Oct. 18 – 30 Sept. 19	Completed 97%

B. 100% Inspections of Streets and Drainage Completed Service Requests:

- [Areas Inspected; Pot Holes, Cut a Cross, Ditch not Draining, Ditch Overgrown, Water Standing, Grass Overgrown, Sidewalk Broken, Tree limbs Overgrown.]
- A Total of 4,516, Service Requests were Inspected.

Respectfully submitted,
Joe Johnson

Copy to:
Wayne
Ryan
File

EQUIPMENT AVAILABILITY FY2019

SHOP GOAL 90% OR BETTER

OCTOBER

94.0%

NOVEMBER

92.8%

DECEMBER

93.5%

JANUARY *

89.5%

FEBRUARY

84.4%

MARCH

86.5%

APRIL

87.6%

MAY

91.8%

JUNE

88.0%

JULY

87.1%

AUGUST

92.1%

SEPTEMBER

92.2%

Average %

90.0%



INVENTORY AUDIT FY19

(GENERATED 12 DECEMBER 2019)

MATERIAL ID	DESCRIPTION	AUDIT COUNT	STOCK ON HAND	AUDIT DIFF	UNIT COST	UOM	LINE TOTAL	COST DIF
4121011	# 5 REBAR	97	95	-2	10.12	EA	\$981.64	\$20.24
8154027	1" BALL VALVE, CTS - MSN	61	58	-3	57.60	EA	\$3,513.60	\$172.80
8154031	1" CORP. STOP, MPT (1"cc) - CTS	80	80		46.92	EA	\$3,753.60	
8154022	1" COUPLING, CTS	60	59	-1	14.28	EA	\$856.80	\$14.28
8153058	1" COUPLING, DRESSER	30	27	-3	9.70	EA	\$291.00	\$29.10
8154029	1" NIPPLE, METER, LONG	42	40	-2	8.00	EA	\$336.00	\$16.00
8154028	1" TEE, CTS	51	48	-3	32.55	EA	\$1,660.05	\$97.65
8156030	1" x 3" REPAIR CLAMP	60	61	+1	4.16	EA	\$249.60	\$4.16
8154037	1" x 3/4" x 3/4" WYE, CTS	111	106	-5	35.86	EA	\$3,980.46	\$179.30
4121005	1" x 4" x 8' LUMBER	271	268	-3	6.71	EA	\$1,818.41	\$20.13
1005017	14" DIAMOND BLADE w/20mm ARBOR	9	9		119.60	EA	\$1,076.40	
1123015	2 WAY HYDRANT, 4' BURY, 4" SHOE, 5 1/4"	13	13		1,074.74	EA	\$13,971.62	
8154013	2" BALL VALVE, CTS - FPT	9	9		174.50	EA	\$1,570.50	
8156058	2" COLLAR LEAK CLAMP	5	5		51.49	EA	\$257.45	
8154014	2" CUTOFF, WHEEL, FPT	27	27		31.90	EA	\$861.30	
8156003	2" FULL CIRCLE CLAMP, 2.70 - 3.13 x 12"	4	4		48.22	EA	\$192.88	
8153033	2" NIPPLE, 6" LENGTH	24	24		7.60	EA	\$182.40	
8154018	2" NIPPLE, ALL THREAD	99	94	-5	6.15	EA	\$608.85	\$30.75
8154220	2" OCTAVE METER	11	11		1,835.00	EA	\$20,185.00	
8157113	2" RISER for 6 " VALVE BOX	41	40	-1	8.00	EA	\$327.94	\$8.00
8155002	2" x 1" cc SERVICE SADDLE	23	22	-1	53.06	EA	\$1,220.38	\$53.06
4121002	2" x 4" x 8' LUMBER	532	517	-15	2.85	EA	\$1,516.20	\$42.75
1123005	3 WAY HYDRANT, 3' BURY, 6" SHOE, 5 1/4"	19	19		1,173.00	EA	\$22,287.00	

1123007	3 WAY HYDRANT, 4' BURY, 6" SHOE, 5 1/4"	32	31	-1	1,259.04	EA	\$40,289.28	\$1,259.04
8156004 C	3" - 4" FULL CIRCLE CLAMP (3.73 - 4.00 x 12.5)	8	7	-1	63.69	EA	\$509.52	\$63.69
8154221	3" OCTAVE METER	3	3		2,125.00	EA	\$6,375.00	
8156024	3" x 3" REPAIR CLAMP	23	24	+1	4.94	EA	\$113.62	\$4.94
8154058	3/4" BALL VALVE, 1" CTS - 3/4" MSN	93	90	-3	39.95	EA	\$3,715.35	\$119.85
8154059	3/4" BALL VALVE, 3/4" CTS - 3/4" PVC	56	53	-3	56.80	EA	\$3,180.80	\$170.40
8154055	3/4" BALL VALVE, CTS	30	28	-2	28.99	EA	\$869.70	\$57.98
8159019	3/4" BIBB, SMOOTH	23	23		7.25	EA	\$166.75	
8154046	3/4" COUPLING, CTS	62	59	-3	12.48	EA	\$773.76	\$37.44
8154050	3/4" COUPLING, CTS - MPT	64	64		10.23	EA	\$654.72	
8153049	3/4" COUPLING, DRESSER	8	8		8.25	EA	\$66.00	
8154060	3/4" METER RISER, 12" HT	25	25		110.59	EA	\$2,764.75	
8154042	3/4" NIPPLE, METER, LONG	6	6		6.96	EA	\$41.76	
4121001	3/4" PLYWOOD	77	78	+1	15.54	EA	\$1,196.58	\$15.54
8154053	3/4" TEE, CTS	49	50	+1	27.20	EA	\$1,332.80	\$27.20
8156032	3/4" x 3" REPAIR CLAMP	20	19	-1	3.80	EA	\$76.00	\$3.80
8157003	4" SLEEVE, MJ	17	17		25.00	EA	\$425.00	
8261020	4" ADJUSTING RING (CONCRETE) 26 1/2"	13	13		50.00	EA	\$650.00	
8251009	4" BACK WATER VALVE	7	7		37.00	EA	\$259.00	
8251012	4" CLEANOUT, SW x FPT	44	42	-2	1.38	EA	\$60.72	\$2.76
8157015	4" ELBOW, 45 DEG, MJ	36	36		24.80	EA	\$892.80	
8156005 B	4" FULL CIRCLE CLAMP (4.74 - 5.14 x 12.5)	8	9	+1	39.02	EA	\$312.16	\$39.02
8154222	4" OCTAVE METER	3	3		2,335.00	EA	\$7,005.00	
8155004	4" x 1" cc SERVICE SADDLE	41	39	-2	17.15	EA	\$703.15	\$34.30
8252001	4" x 4" COUPLING, PL - PL	87	83	-4	3.49	EA	\$303.63	\$13.96
	5/8" ALLEGRO REGISTER HEAD (NON-UNIFIED)	8103	8103		117.00	EA	\$948,051.00	
	5/8" ALLEGRO REGISTER HEAD (UNIFIED)	3380	3380		117.00	EA	\$395,460.00	
8154041	5/8" BALL VALVE, 3/4" CTS - 3/4" MSN	7	7		38.70	EA	\$270.90	
8156243	5/8" x 4" METER BOLT	58	60	+2	2.11	EA	\$122.38	\$4.22
8157024	6" PLUG w/2" TAP	3	3		47.00	EA	\$141.00	
8157004	6" SLEEVE, MJ	24	22	-2	44.00	EA	\$1,056.00	\$88.00
8261021	6" ADJUSTING RING (CONCRETE) 26 1/2"	22	22		70.00	EA	\$1,540.00	

8155037	6" BELL CLAMP	10	10		141.00	EA	\$1,410.00	
8251023	6" CAP, SW	29	29		4.28	EA	\$124.26	
8251021	6" CLEANOUT, SW x FPT	121	120	-1	11.50	EA	\$1,391.50	\$11.50
8251013	6" COUPLING, SW	24	24		4.16	EA	\$99.84	
8157016	6" ELBOW, 45 DEG, MJ	23	20	-3	40.00	EA	\$920.00	\$120.00
8251015	6" ELBOW, 45 DEG, SW x SW	88	85	-3	6.96	EA	\$612.48	\$20.88
8156006 C	6" FULL CIRCLE CLAMP (6.84 - 7.24 x 12.5)	3	3		48.20	EA	\$144.60	
8157111	6" LID (WATER) for VALVE BOX	24	23	-1	6.00	EA	\$144.00	\$6.00
8154223	6" OCTAVE METER	7	7		3,925.00	EA	\$27,475.00	
8157008 A	6" RETAINER, MJ w/ACCESSORIES	89	92	+3	25.00	EA	\$2,225.00	\$75.00
8157110	6" VALVE BOX w/LID (WATER)	186	182	-4	27.00	EA	\$5,022.00	\$108.00
8251017	6" WYE, INLINE (PVC), SW	8	8		15.01	EA	\$120.08	
8155006	6" x 1" cc SERVICE SADDLE	28	28		18.30	EA	\$512.40	
8252006	6" x 4" COUPLING, CL - PL	42	42		7.95	EA	\$333.90	
8156080	6" x 4" TAPPING SLEEVE 6.61 - 6.64 C900	1	2	+1	205.00	EA	\$205.00	\$205.00
8252008	6" x 6" COUPLING, PL - PL	76	73	-3	6.95	EA	\$528.20	\$20.85
8156076	6" x 6" TAPPING SLEEVE CL160	2	2		256.00	EA	\$512.00	
8251026	8" COUPLING, SW x SW	2	2		18.50	EA	\$37.00	
8157017	8" ELBOW, 45 DEG, MJ	15	14	-1	58.00	EA	\$870.00	\$58.00
8156007 B	8" FULL CIRCLE CLAMP (8.54 - 8.94 x 12.5)	2	2		75.01	EA	\$150.02	
8157105	8" GATE VALVE	41	41		547.94	EA	\$22,465.54	
8155008	8" x 1" cc SERVICE SADDLE	38	36	-2	22.20	EA	\$843.50	\$44.40
8157059	8" x 6" TEE, MJ	3	3		90.00	EA	\$270.00	
3118049	ACP FES CONCRETE 18" - BELL	12	12		320.00	EA	\$3,840.00	
2121020	ADA BOARD, 24" x 24"	15	15		74.00	EA	\$1,110.00	
8157001	ADAPTER, FOSTER, 8"	38	37	-1	121.00	EA	\$4,598.00	\$121.00
8252050	AIR RELEASE VALVE, 2" , ARI, S/S	4	4		2,530.00	EA	\$10,120.00	
3112009	BLUE MARKING PAINT	229	219	-10	2.90	EA	\$664.10	\$29.00
8154116	BOX (w/LID), METER, PLASTIC	169	167	-2	18.43	EA	\$3,114.67	\$36.86
2122029	CAP - REBAR	135	130	-5	0.99	EA	\$133.65	\$4.95
8252023	CLEANOUT FRAME w/ LID, CI	98	101	+3	37.00	EA	\$3,626.00	\$111.00

3118036	CONCRETE ARCH - ASTM C-506 29 x 18 (24")	26	25	-1	247.04	EA	\$6,423.04	\$247.04
2001009	DEF (Urea)	36	36		2.80	EA	\$100.80	
8159011	DYE, TRACING - LIME	25	25		11.85	EA	\$296.25	
1123030	EXTENSION, 5 1/4" x 12" (Mueller)	12	12		260.00	EA	\$3,120.00	
7121002	FILL DIRT	2854	2854		2.00	.25	\$5,708.00	
8260017	FORCE MAIN SEWER PIPE 4" (DR18)	620	620		2.10	FT	\$1,302.00	
5121015	GRATE w/FRAME 26" (CLEAR OPENING 24")	8	8		295.00	EA	\$2,360.00	
3114002	GRAVEL MIX	18	18		3.70	EA	\$66.60	
8156043	HYMAX, COUPLING, 8"	13	12	-1	215.00	EA	\$2,795.00	\$215.00
8156212	INSTA VALVE, HYDRA, 6"	2	2		3,660.00	EA	\$7,320.00	
8156213	INSTA VALVE, HYDRA, 8"	1	1		4,286.00	EA	\$4,286.00	
8154108	INT ASSY 2" (4 BOLT)	2	2		550.00	EA	\$1,100.00	
7121006	LIMESTONE ASTM #610	1546	1546		9.50	.25	\$14,687.00	
1003007	LINE, WEDEATER (.105mm)	50	48	-2	11.99	EA	\$599.50	\$23.98
5121002	MANHOLE RISER RING, 23.5" x 2"	31	30	-1	115.00	EA	\$3,565.00	\$115.00
8260010	MANHOLE, FRAME & LID, 26" (CLEAR 24") COMPOSITE	5	5		900.00	EA	\$4,500.00	
8260009	MANHOLE, FRAME & LID, 26" (CLEAR 24"), 4" RISE	4	4		501.65	EA	\$2,006.60	
8159014	MARKER, GREEN	10	12	+2	10.85	EA	\$108.50	\$21.70
8252024	PAD, CONCRETE (for CLEANOUT FRAME)	144	142	-2	13.00	EA	\$1,872.00	\$26.00
3114003	PERM-PATCH	158	154	-4	11.97	EA	\$1,891.26	\$47.88
3111021	PROBING ROD	1	1		23.84	EA	\$23.84	
1121030	PVC PIPE, SCH40, 2"	2678	2670	-8	0.80	FT	\$2,142.40	\$6.40
8260029	PVC SEWER PIPE 8" (SDR26)	779	776	-3	4.43	FT	\$3,450.97	\$13.29
3111042	QUAD PLUG	24	24		28.00	EA	\$672.00	
3118061	RCP FES CONCRETE 24" - BELL	6	6		340.00	EA	\$2,040.00	
3118019	ROUND CONCRETE PIPE ASTM C-76 18"	23	23		98.00	EA	\$2,254.00	
3111002	SHOVEL, FLAT TIP	5	6	+1	24.00	EA	\$120.00	\$24.00
8159001	STATION, WATER SAMPLING	6	6		310.00	EA	\$1,860.00	
2121003	STEP, MANHOLE / CULVERT	224	224		6.14	EA	\$1,375.36	
8159007	TAPE, WATER LINE	49	48		43.47	EA	\$2,130.03	
1121010	TUBING, MUNICIPAL SERVICE, 3/4"	821	812		0.16	FT	\$131.36	
8103020	VALVE, GATE, MJ, 12"	3	3		1,271.13	EA	\$3,813.39	

26178

25738

\$1,686,941.88

440 DIFF / 98.3 %

LOSS \$ 3811.31 / GAIN \$ 456.78

2019 Construction Crew Cost Comparison (Oct. 1, 2018 - September 30, 2019)

Streets & Drainage Construction Crew

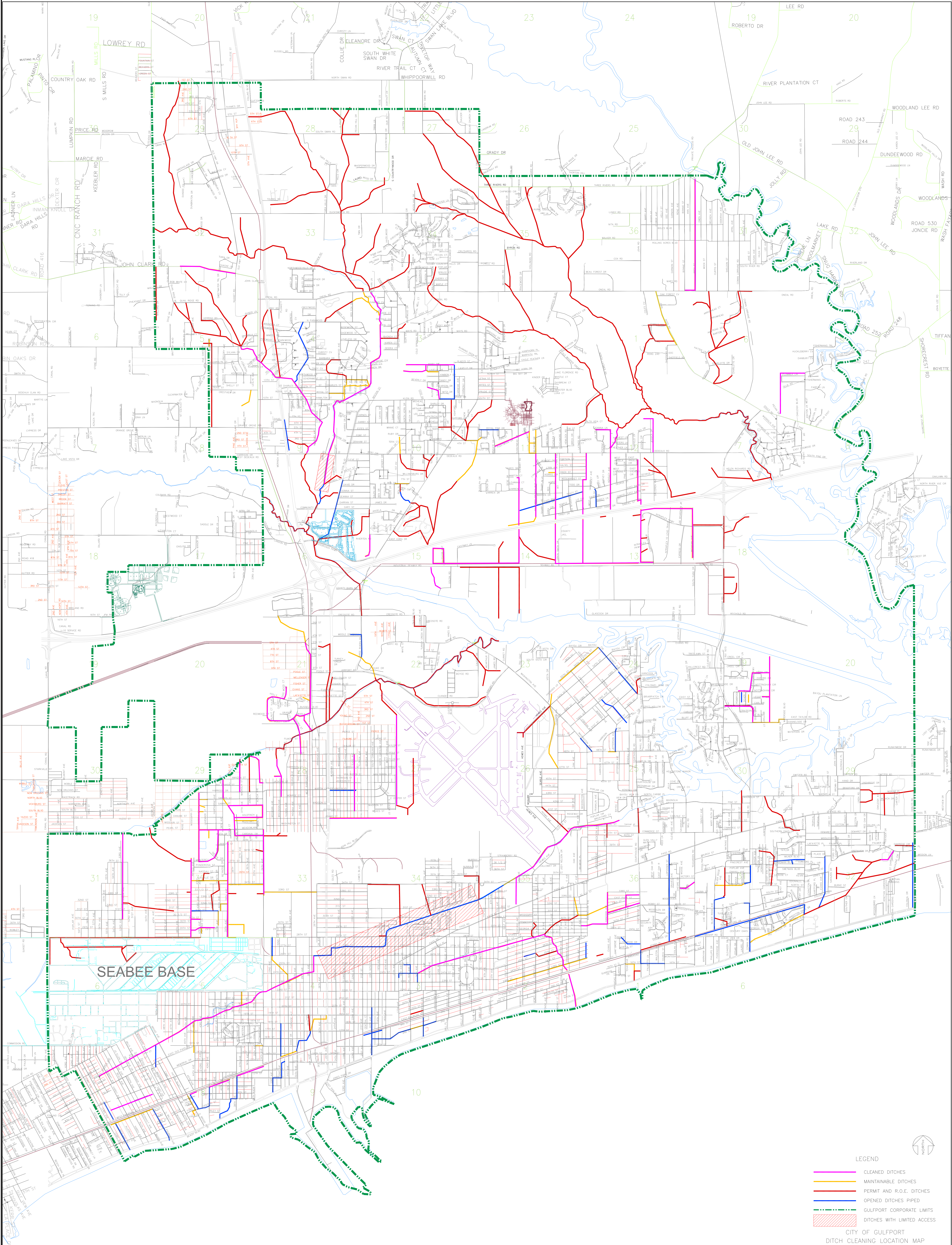
Construction Crew

Project Name	SR#	Material Cost	Unit Price	
1353 E Pass Road	222859	\$529.70	\$1,586.00	\$1,056.30
Westminister Blvd & Preservation Dr	222729	\$989.30	\$3,816.00	\$2,826.70
John Ross Rd & Rebecca Dr	223316	\$27,408.62	\$67,491.00	\$40,082.38
890 2nd St	219280	\$15,688.43	\$54,438.00	\$38,749.57
19th St & 46th Ave	231355	\$3,334.00	\$6,480.00	\$3,146.00
6 Poplar Cr	211043	\$7,737.22	\$23,561.00	\$15,823.78
1310 27th Ave	225246	\$373.50	\$1,601.00	\$1,227.50
2601 W Angela Cr	223354	\$137.58	\$400.00	\$262.42
195 Ash Ln	195930	\$5,869.39	\$13,388.00	\$7,518.61
1911 43rd Ave	220741	\$6,155.69	\$15,868.00	\$9,712.31
Amazon St & Iris St	221777	\$2,455.19	\$4,108.00	\$1,652.81
6 Poplar Cr	211043	\$7,377.22	\$32,483.50	\$25,106.28
11496 Harris Dr	224022	\$408.56	\$902.00	\$493.44
56 51st St	225033	\$5,549.68	\$7,170.00	\$1,620.32
15th St & 22nd Ave	227512	\$2,924.10	\$18,550.00	\$15,625.90
S Vista Dr & Hacienda Ln	229033	\$2,331.54	\$15,365.00	\$13,033.46
16255 Rio Grande St	221641	\$7,891.13	\$20,799.50	\$12,908.37
14391 Hatten Ln	233264	\$416.25	\$5,942.50	\$5,526.25
610 Baker St	225775	\$6,515.75	\$30,184.20	\$23,668.45
15380 6th St	240565	\$1,221.20	\$2,510.00	\$1,288.80
8376 Georgia Ave	240231	\$1,751.86	\$4,528.00	\$2,776.14
39th Ave & 34th St	236168	\$4,406.40	\$11,670.00	\$7,263.60
15431 Plunkett Rd	234383	\$2,229.30	\$8,735.00	\$6,505.70
12435 Irby Rd	234378	\$4,895.04	\$17,963.00	\$13,067.96
50-53rd Cr	233966	\$646.65	\$3,221.80	\$2,575.15
24 E 52nd St	233965	\$149.40	\$745.00	\$595.60
5000 Quincy Ave	233964	\$2,287.35	\$11,198.00	\$8,910.65
3121 20th Ave	233788	\$1,879.60	\$4,391.00	\$2,511.40
13508 John Clark Rd	232753	\$544.56	\$4,965.00	\$4,420.44

13077 John Rd	232285	\$1,995.98	\$4,502.00	\$2,506.02
1110 42nd Ave	232225	\$4,391.66	\$15,745.00	\$11,353.34
1506 Mill Rd	231067	\$6,287.86	\$23,248.00	\$16,960.14
1477 Mill Rd	230512	\$1,016.60	\$2,567.50	\$1,550.90
1514 Stewart Ave	224634	\$242.08	\$6,520.00	\$6,277.92
W Pine St & Bridge St	222067	\$3,112.99	\$6,644.00	\$3,531.01
30th Ave & 23rd St	227086	\$5.00	\$7,120.00	\$7,115.00
4016 Michigian Ave	232920	\$90.14	\$3,410.00	\$3,319.86
12365 Brittany Blvd	234052	\$1,933.18	\$4,743.00	\$2,809.82
		\$143,179.70	\$468,560.00	\$325,380.30
Labor Cost		(Crew Leader-1, Asst Crew Leader-1, and Laborer-1)		\$ 204,706.98
Labor Cost with Rain & Emergency Days Deducted		19 Rain Days & 0 Emergency Days @ \$825.43/Day		\$ 183,245.80
Equipment & Fuel Cost				\$ 63,706.31
Total Amount Saved				\$78,428.19
% Overall Savings				16.7%

ROUTINE DITCH CLEANING

FY 2019



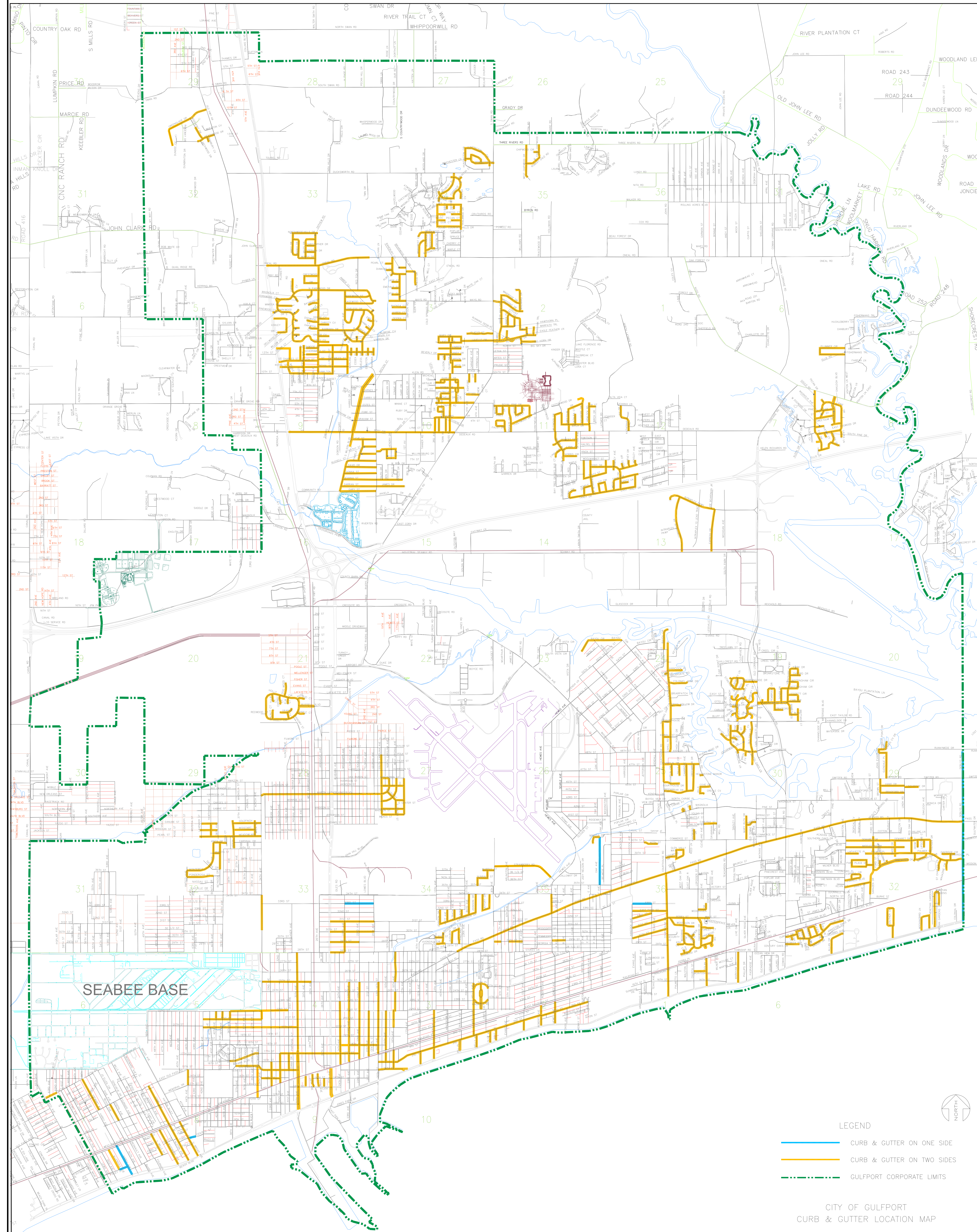
LEGEND

- CLEANED DITCHES
- MAINTAINABLE DITCHES
- PERMIT AND R.O.E. DITCHES
- OPENED DITCHES PIPED
- GULFPORT CORPORATE LIMITS
- DITCHES WITH LIMITED ACCESS

CITY OF GULFPORT
DITCH CLEANING LOCATION MAP

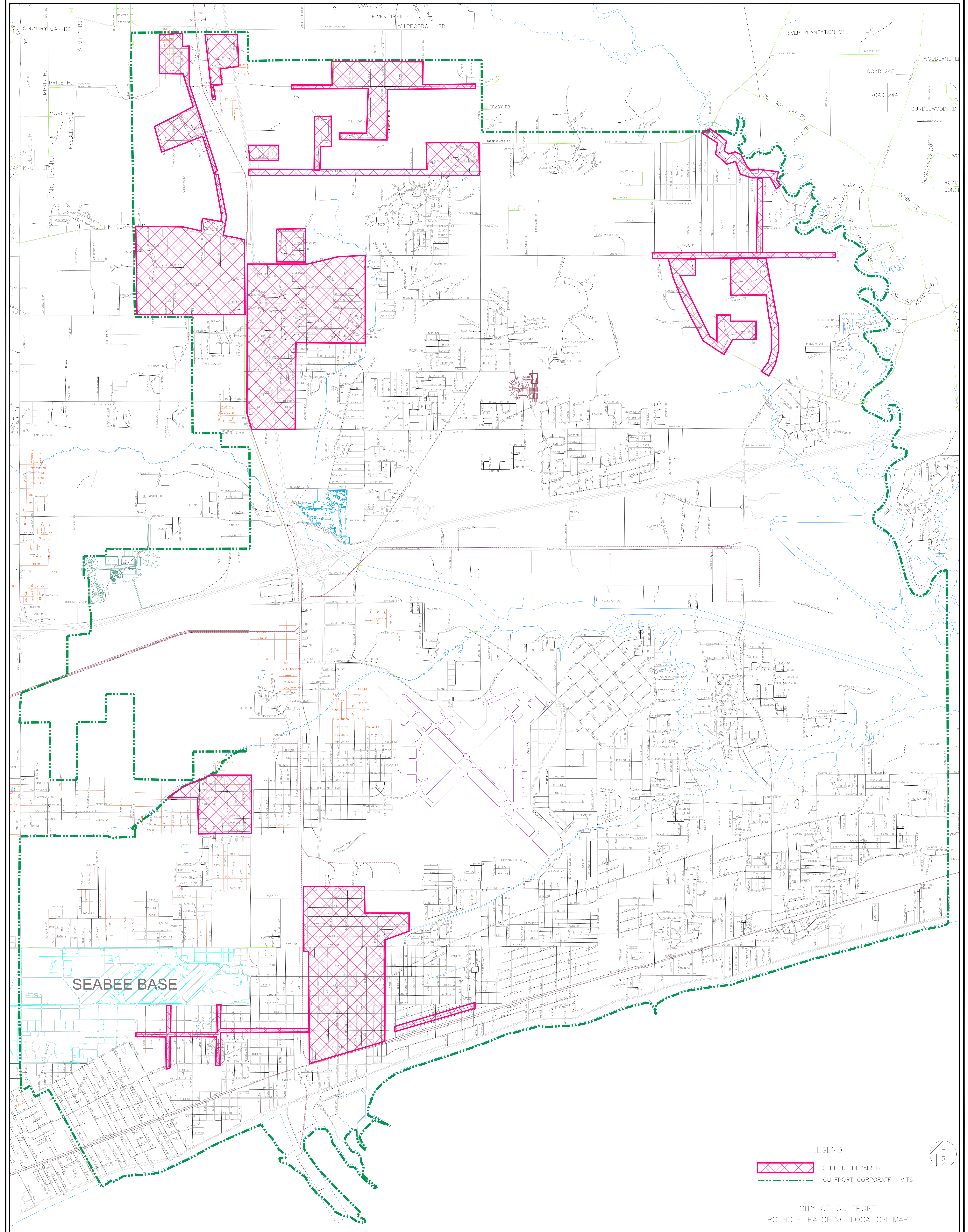
ROUTINE STREET SWEEPING

FY 2019



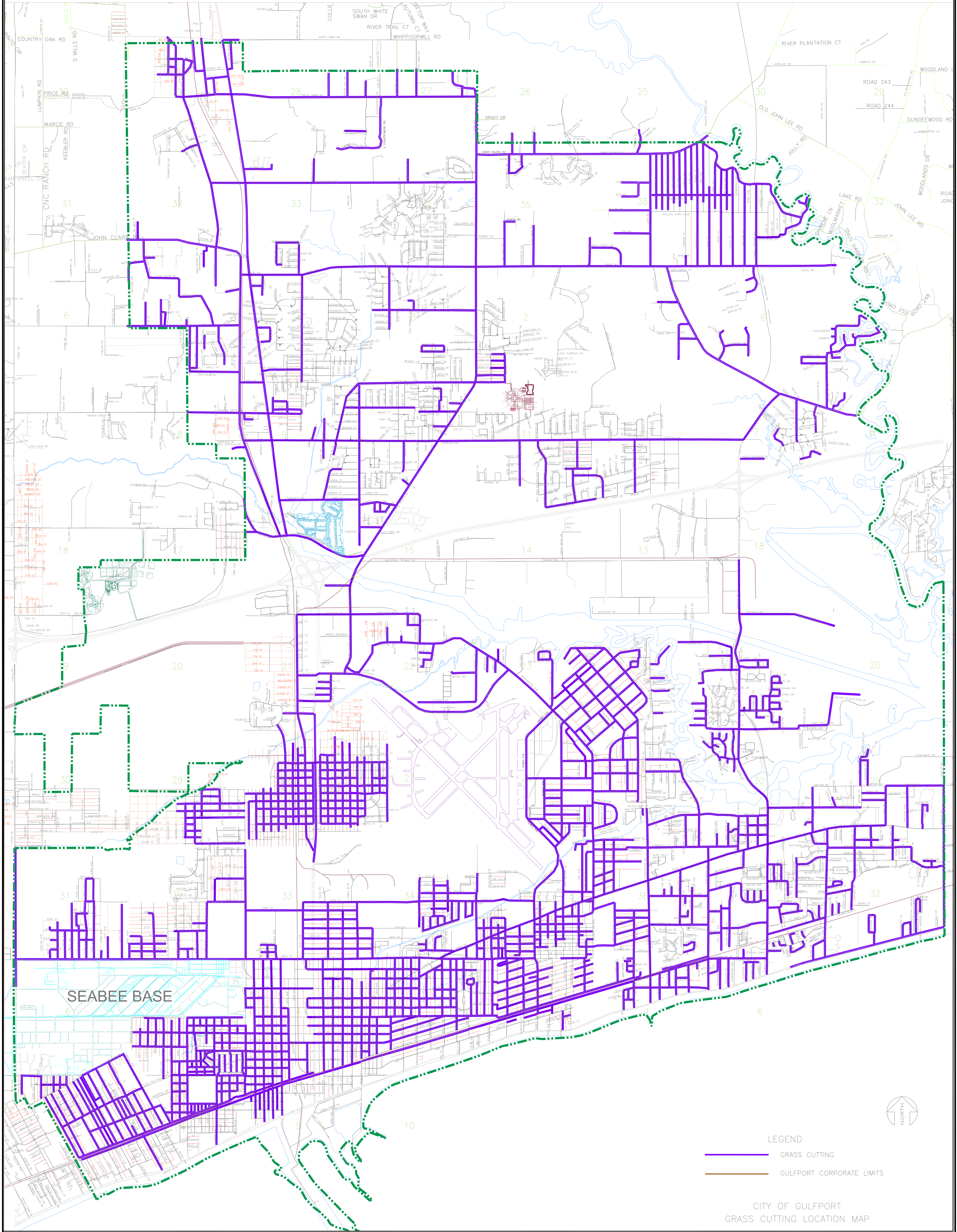
ROUTINE ASPHALT PATCHING

2019



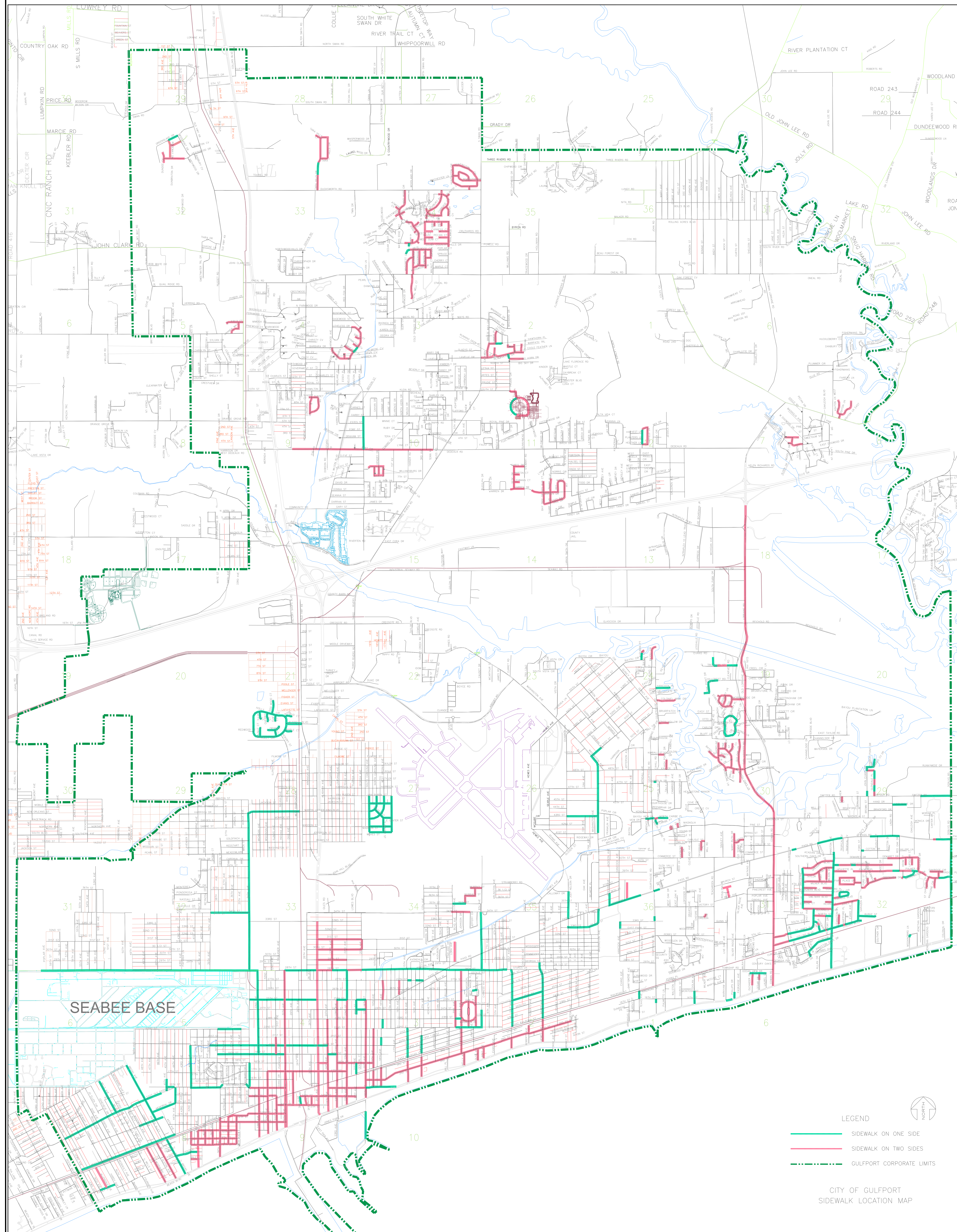
ROUTINE GRASS CUTTING

FY 2019



ROUTINE SIDEWALK CLEANING

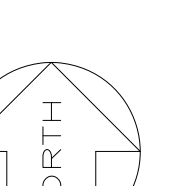
FY 2019



LEGEND

- SIDEWALK ON ONE SIDE
- SIDEWALK ON TWO SIDES
- GULFPORT CORPORATE LIMITS

CITY OF GULFPORT
SIDEWALK LOCATION MAP





INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

Honorable Billy Hewes, Mayor
and City Council
City of Gulfport, Mississippi
Gulfport, Mississippi

We have performed the procedures enumerated below, which were agreed to by the City of Gulfport, Mississippi (the "City"), solely to assist you with respect to determining the results of the benchmark performance calculations included in the City's Department of Public Works preparation of the Utility Partners fiscal year ended September 30, 2019 Performance Report. The City of Gulfport's Public Works Department is responsible for the contents of the completed annual report. The sufficiency of the procedures is solely the responsibility of the City. Consequently, we make no representation regarding the sufficiency of the procedures described below, either for the purpose for which this report has been requested or for any other purpose.

Our procedures and findings are addressed below:

Procedures

- 1) Select a sample of closed work orders called in by individual citizens between October 1, 2018 and September 30, 2019. The sample size should be sufficient to achieve a 95% Confidence Interval and to allow for no more than a 5% Sampling Error Rate. The sample is selected from a population that excludes work orders initiated by city employees and customers with no contact information.
- 2) Delineate the sample to ensure that a proportionate number of Water and Sewer and Streets and Drainage work orders were selected. Further delineate, proportionately, the same samples in these two areas by ward.
- 3) Conduct a survey of the selected work orders to determine answers to the following questions:
 - a. Did the work completed resolve the type of problem?
 - b. Were the employees courteous at all times?
 - c. Was the work completed in a timely manner?
 - d. Was the job site properly cleaned at completion of work?
 - e. Once completed, did the project require rework?
 - f. Was the overall performance satisfactory or unsatisfactory?

Results

- 1) The overall results are as follows:

Number of citizens responding **363**

Overall satisfaction rate **97.8%**

These results have a margin of error of plus or minus 5%.

- 2) The breakdown of positive scores by questions, by ward, and by department is as follows:

	Resolution Question 1	Courtesy Question 2	Timeliness Question 3	Cleanup Question 4	No Rework Question 5	Overall Satisfaction Question 6	Totals
Water and Sewer Department							
Ward 1	100.0%	100.0%	100.0%	94.4%	100.0%	94.4%	98.1%
Ward 2	97.1%	100.0%	97.1%	97.1%	97.1%	97.1%	97.6%
Ward 3	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Ward 4	100.0%	100.0%	96.6%	100.0%	93.1%	93.1%	97.1%
Ward 5	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Ward 6	96.2%	100.0%	100.0%	100.0%	96.2%	100.0%	98.7%
Ward 7	98.2%	100.0%	98.2%	100.0%	98.2%	98.2%	98.8%
Average	98.8%	100.0%	98.8%	98.8%	97.8%	97.5%	98.6%
Streets and Drainage Department							
Ward 1	95.8%	100.0%	95.8%	95.8%	100.0%	95.8%	97.2%
Ward 2	95.2%	100.0%	100.0%	100.0%	100.0%	95.2%	98.4%
Ward 3	96.7%	96.7%	96.7%	96.7%	96.7%	96.7%	96.7%
Ward 4	100.0%	100.0%	96.3%	96.3%	96.3%	96.3%	97.5%
Ward 5	92.3%	100.0%	92.3%	92.3%	92.3%	92.3%	93.6%
Ward 6	94.7%	100.0%	94.7%	94.7%	94.7%	94.7%	95.6%
Ward 7	100.0%	100.0%	100.0%	100.0%	95.0%	100.0%	99.2%
Average	96.4%	99.5%	96.5%	96.5%	96.4%	95.9%	96.9%

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not conduct, an audit, the objective of which would be the expression of an opinion on the specified elements, accounts, or items referenced above. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the City of Gulfport, Mississippi, and is not intended to be and should not be used by anyone else. However, distribution of the report is at the discretion of the City of Gulfport or as required by law.

Mauldin & Jenkins, LLC

Macon, Georgia
April 1, 2020



INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

Honorable Billy Hewes, Mayor
and City Council
City of Gulfport, Mississippi
Gulfport, Mississippi

We have performed the procedures enumerated below, which were agreed to by the City of Gulfport, Mississippi (the "City"), solely to assist you with respect to determining the results of the benchmark for Weekly Inspection Reports for the Streets and Drainage Division and the Water and Sewer Division and the Daily Routine Maintenance Reports for the Streets and Drainage Division included in the City's Public Works contracts with Utility Partners, LLC for the fiscal year ended September 30, 2019. The City of Gulfport's Public Works Department is responsible for the completed inspection report records used to perform these procedures. The sufficiency of the procedures is solely the responsibility of the City. Consequently, we make no representation regarding the sufficiency of the procedures described below, either for the purpose for which this report has been requested or for any other purpose.

Our procedures and findings are addressed below.

Procedures

Select a sample size of 60 reports from the Weekly Inspection Reports completed from October 1, 2018 through September 30, 2019, for the Streets and Drainage Division and Water and Sewer Division and perform the following procedures:

- 1) Determine that the inspector properly selected the sample from the reports as per the instructions on the Inspection Report.
- 2) Agree the requested information to the Completed Requests Report (or Work Order).
- 3) Production and Response Time Benchmarks:
 - a. Agree the date initialized and the date closed to the Request and Work Order reports.
 - b. Determine the mathematical accuracy of the number of working days from the date initialized and the date closed.
 - c. Determine that the inspector used the correct benchmark for the work performed.
 - d. Determine that the inspector's conclusion is accurate and properly documented.

-
- 4) Quality Benchmarks:
- Determine that pictures of the site are attached to the report (some are digital pictures that are maintained electronically).
 - Determine that construction activities were adequately described to support the inspector's conclusion.
- 5) Determine that all failed reports are signed and dated by the Utility Partners supervisor and City of Gulfport representative.

Results

- 1) The overall results are as follows:

Number of Weekly Inspection Reports tested	<u>60</u>
Overall Benchmark Compliance Results	<u>99.4%</u>

- 2) The breakdown of positive scores by questions and department is as follows:

WEEKLY INSPECTION REPORTS	DIVISION	
	Water and Sewer	Streets and Drainage
Inspector correctly selected sample:	100.0%	100.0%
Request agrees to Completed Requests Report (or Work Order):	100.0%	100.0%
Date initiated and date closed agree:	100.0%	96.7%
Number of working days between date initialized and date closed is mathematically accurate:	100.0%	100.0%
Inspector used the correct benchmark:	100.0%	100.0%
Inspector's conclusion is accurate and properly documented:	100.0%	93.3%
Pictures of the site are attached to the report (or digitally maintained):	100.0%	100.0%
Construction activities were adequately described to support inspector's conclusion:	100.0%	100.0%
All failed reports are signed and dated by UP supervisor and City of Gulfport Representative:	100.0%	100.0%
Average	<u>100.0%</u>	<u>98.9%</u>

Procedures

Select a sample size of 60 reports from the total Daily Routine Maintenance Reports (there are five per day) completed from October 1, 2018 through September 30, 2019, for the Streets and Drainage Division for street sweeping, pot-hole patching, ditch cleaning, grass cutting, and sidewalk cleaning and perform the following procedures:

- 1) Production and Response Time Benchmarks:
 - a. Determine that the inspector used the correct benchmark for the work performed.
 - b. Determine that the inspector's conclusion is accurate and properly documented.
- 2) Quality Benchmarks:
 - a. Determine that pictures of the site are attached to the report.
 - b. Determine that construction activities were adequately described to support the inspector's conclusion.
- 3) Determine that all failed reports are signed and dated by the Utility Partners ("UP") supervisor and City of Gulfport Representative.

Results

DAILY INSPECTION REPORTS	Streets and Drainage
Inspector used the correct benchmark:	100.0%
Inspector's conclusion is accurate and properly documented:	63.3%
Pictures of the site are attached to the report (or digitally maintained):	100.0%
Construction activities were adequately described to support inspector's conclusion:	0.0%
All failed reports are signed and dated by UP supervisor and City of Gulfport Representative:	100.0%
Average	72.7%

These agreed-upon procedures engagements were conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not conduct, an audit, the objective of which would be the expression of an opinion on the specified elements, accounts, or items referenced above. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the City of Gulfport, Mississippi, and is not intended to be and should not be used by anyone else. However, distribution of the report is at the discretion of the City of Gulfport or as required by law.

Mauldin & Jenkins, LLC

Macon, Georgia
April 1, 2020

Gulfport Police Department

Interoffice Memo

Date: June 4, 2020

To: Mayor Billy Hewes and City Council Members

From: Leonard Papania, Chief of Police CR

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 45911 in the amount of \$33.25

Total..... \$33.25

Revenue line item 285-492600.....\$33.25

Expense line items to be increased:

286-630100 Police Narcotics Task Force Capital \$33.25

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		06/08/20
Department #	286	Budget Entry #		2020-66
Department Name	Police Department			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	2,940	3,329	33	6,302
Total	2,940	3,329	33	6,302
Revenue 285-492600	-	3,329	33	3,362

Money was received from CNET cases where restitution has to be paid from defendants. Permission is requested to place this money in the above accounts.

Amendment # 2020-66

Gulfport Police Department

Memo

To: Mayor Billy Hewes and City Council Members

From: Chief Leonard Papania *CL*

Date: June 4, 2020

Re: Budget Amendment

The following check was issued by the City of Gulfport for a forfeiture and restitution resulting from a drug related arrest.

Check number (218438) amount of \$2,712.80

I request your permission to place these funds in the account below:

Account Number	Increase Amount	Increase Amount
Forfeiture and Seizure County and Local Shared Capital -- 277-630100		2,712.80
County/Local Shared Revenue 275-493100	2,712.80	

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.

City of Gulfport

Budget Amendment Request

Fund Name	For & Seizure		Date	06/08/20
Department #	277		Budget Entry #	2020-67
Department Name	Police Department			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	52,230	62,168	-	114,398
Total	52,230	62,168	-	114,398
Revenue 285-492600	-	62,936	-	62,936

Money was received for a forfeiture and restitution resulting from a drug related arrest. Permission is requested to place these funds in the accounts above.

Amendment # 2020-67



DEPARTMENT OF
PUBLIC WORKS

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

Budget Amendment

To: Jerry Bellocq, CPA, Comptroller
Travis Hart, CPA, Finance

CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Wayne Miller, P.E., Director of Public Works

From: Kris Riemann, P.E., Director of Engineering

RKR

Date: June 5, 2020

Subject: Internal Transfer to Fund Purchase of Additional Civil 3D License

FROM	TO	AMOUNT
325-620900 (Contractual Fees)	325-630400 (Computer Equipment)	\$4,126.00
	TOTAL	\$4,126.00

The Department of Engineering is requesting to internally transfer a total of \$4,126.00 from their Contractual Fees account to their Computer Equipment account to fund the purchase of an additional Civil 3D License.

This license is for the Civil 3D program which is a software used to design in AutoCAD. Engineering currently has 4 Civil 3D licenses and 1 AutoCAD license. Engineering has added 3 employees to their department over the last few years, so an additional license is needed to meet usage needs for all employees.

I hereby recommend this budget amendment.

Please place on the June 16, 2020 City Council Agenda.

City of Gulfport

Budget Amendment Request

Fund Name	General		Date	06/08/20
Department #	325		Budget Entry #	2020-69
Department Name	Public Works			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	1,927,867	(20,901)	(4,126)	1,902,840
Capital	30,000	-	4,126	34,126
Total	1,957,867	(20,901)	-	1,936,966

The Dept of Engineering is requesting to internally transfer a total of \$4,126.00 from their Contractual Fees account to their Computer Equipment account to fund the purchase of an additional Civil 3D License.

Amendment # 2020-69



DEPARTMENT OF
PUBLIC WORKS

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

Budget Amendment

To: Jerry Bellocq, CPA, Comptroller
Travis Hart, CPA, Finance

CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Kris Riemann, P.E., Director of Engineering

From: Wayne Miller, P.E., Director of Public Works

WEM

Date: June 5, 2020

Subject: Transfer to Fund City Match for GRPC Approved Increases for the 20th Avenue Improvements Project and the Seaway Road Pedestrian Pathway Project

FROM	TO	AMOUNT
311-630100-00116 (Stanton Circle)	311-630100-02823 (Seaway Road Pedestrian Pathway)	\$30,000.00
311-630100-31105 (53 rd Avenue Paving)	311-630100-02823 (Seaway Road Pedestrian Pathway)	\$15,000.00
357-640100-02918 (Mill Road Drainage)	357-640100-02822 (20 th Avenue Improvements)	\$25,000.00
TOTAL		\$70,000.00

The Department of Public Works is requesting to transfer a total of \$70,000.00 from the above listed projects to fund the City's match for GRPC approved increases to the referenced projects.

June 1, 2020, GRPC approved an additional \$160,000.00 in Federal Funds to be allocated to the Seaway Road Pedestrian Pathway project (02823) to fund a forthcoming Supplemental Agreement for the contractor. The City's match will total \$40,000.00. We would like to fund this match with \$30,000.00 from the Stanton Circle project and \$15,000.00 53rd Avenue Paving project.

GRPC also approved an additional \$100,000.00 in Federal Funds to be allocated to the 20th Avenue Improvements project (02822) to fund a forthcoming quantity adjustment for the contractor. The City's match will total \$25,000.00. We would like to fund this match from the Mill Road Drainage project.

I hereby recommend this budget amendment.
Please place on the June 16, 2020 City Council Agenda.



June 1, 2020

Mr. Evan Wright
State Planning Engineer
Mississippi Department of Transportation
P.O Box 1850
Jackson, MS 39215-1850

RE: City of Gulfport's Seaway Road Pathway Project

Dear Evan,
Gulf Regional Planning Commission (GRPC) serving as Metropolitan Planning Organization for the Gulf Coast, has approved a modification to the FY 2019-2021 TIP to increase the federal funding for the City of Gulfport's Seaway Road Pathway Project. The federal TMA STBG funds will be increased by \$160,000 from \$945,964 to \$1,105,964.

Sincerely,

Kenneth Yarrow
GRPC

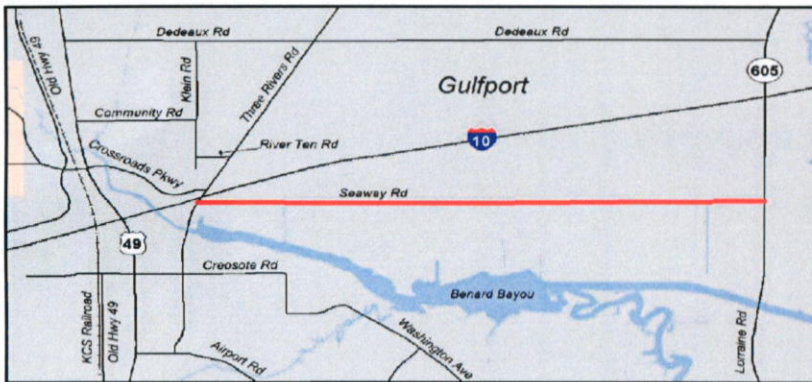
Cc: Mayor Billy Hewes, City of Gulfport
Wayne Miller, City of Gulfport
Nicole Baker, MDOT
Perry Brown, MDOT
David Seyfarth, MDOT
Tammi Moore, MDOT
Paul Gavin, GRPC
Jeff Loftus, GRPC

Mississippi Gulf Coast Metropolitan Planning Organization

FY2019-2022 Transportation Improvement Program (TIP)



County	Harrison	Agency	Gulfport
Improvement Type	Bike/Ped	Route	Seaway Rd.
Project Termini	Three Rivers Rd. to Hwy 605 (3.2 miles)		
Project Description	Add a multiuse pathway on the southside, the length of Seaway Road		



Funding Information					
FY	Source	Phase	Federal	Match	Total
2018	TAP	CON	\$684,215	\$171,054	\$855,269
2018	STBG-TMA	CON	\$261,749	\$65,437	\$327,186
2020	STBG-TMA	CON	\$160,000	\$40,000	\$200,000
Project Totals			\$1,105,964	\$276,491	\$1,382,455

Project Notes					
Action	Add to TIP	Date	8/25/2016	Type	Amend
Remarks	\$788,304 TAP				
Action	Change Year	Date	2/23/2017	Type	Mod
Remarks	Move from FY 17 to FY18				
Action	Add Funds	Date	8/23/2018	Type	Mod
Remarks	Add \$157,660 STBG				
Action		Date		Type	
Remarks					
Action	Change Funds	Date	8/23/2018	Type	Mod
Remarks	Change Funding Source from to TAP/STBG split				
Action	Add funds	Date	6/1/2020	Type	Mod
Remarks	Increase by \$160,000				
Action		Date		Type	
Remarks					
Action		Date		Type	
Remarks					
Action		Date		Type	
Remarks					



June 1, 2020

Mr. Evan Wright
State Planning Engineer
Mississippi Department of Transportation
P.O Box 1850
Jackson, MS 39215-1850

RE: City of Gulfport's 20th Avenue Project

Dear Evan,
Gulf Regional Planning Commission (GRPC) serving as Metropolitan Planning Organization for the Gulf Coast, has approved a modification to the FY 2019-2021 TIP to increase the federal funding for the City of Gulfport's 20th Avenue Project. The federal TMA STBG funds will be increased by \$100,000 from \$507,169 to \$607,169.

Sincerely,

Kenneth Yarrow
GRPC

Cc: Mayor Billy Hewes, City of Gulfport
Wayne Miller, City of Gulfport
Nicole Baker, MDOT
Perry Brown, MDOT
David Seyfarth, MDOT
Tammi Moore, MDOT
Paul Gavin, GRPC
Jeff Loftus, GRPC



Mississippi Gulf Coast Metropolitan Planning Organization FY2019-2022 Transportation Improvement Program (TIP)

Bicycle/Pedestrian/Transit Group

Group Description

The primary focus of this group is to provide for "independent" projects which provide bicycle, pedestrian and transit access and safety improvements within the right-of-way or easements along functionally classified roadways. These "independent" projects will usually be stand-alone in nature, not associated with other federally funded roadway improvements such as reconstruction or widening. The Mississippi Gulf Coast MPO will set aside \$500,000 or 10% (whichever is less) of its annual allocation of STBG funds for projects to improve bicycle, pedestrian and transit accessibility and mobility in the region. The MPO initiates a Call for Projects during the TIP Update and TIP Amendment periods for the funding in the Bicycle, Pedestrian and Transit Project Group. The project evaluation process is described in Section VI. An application is required to be completed for consideration.

Agency	Project Description	Scope	Date added	Fed. Funds	TIP year
Pass Christian	North St. - Sidewalks from High School to Pass Estates	Bike/Ped	6/25/2015	\$452,800	2020
Gulfport	20th Ave. - US 90 to 15th St.	Bike/Ped	2/23/2017	\$507,169	2019
Gulfport	20th Ave. - US 90 to 15th St.	Bike/Ped	6/1/2020	\$100,000	2020
Ocean Springs	East Beach - Multiuse pathway from Holcomb Blvd. to Halstead Rd.	Bike/Ped	8/23/2018	\$384,000	2020
Long Beach	Pineville Rd. PH II - Sidewalks from Harper McCaughan to Klondyke Rd.	Bike/Ped	8/23/2018	\$400,000	2021
Bay St Louis	Washington St. - Sidewalks from Old Spanish Trl. to St. Francis St.	Bike/Ped	8/23/2018	\$120,000	2020

Projects identified for group funding allocation have no significant environmental impact and therefore are deemed Categorical Exclusions.

City of Gulfport

Budget Amendment Request

Fund Name	General/Capital Projects	Date	06/08/20
Department #	311/357	Budget Entry #	2020-70
Department Name	Public Works		
	Original Budget	Prior Amendments	This Amendment
			Revised Budget
311			
Personnel	-	-	-
Supplies	-	-	-
Other Services	-	-	-
Capital	809,077	33,878	842,955
Total	809,077	33,878	842,955
357			
Personnel	-	-	-
Supplies	-	-	-
Other Services	-	-	-
Capital	599,522	-	599,522
Total	599,522	-	599,522

The Dept of Public Works is requesting to transfer a total of \$70,000 from the above listed accounts to fund the City's match for approved increases to the referenced projects.

Amendment # 2020-70

MEMORANDUM – CITY OF GULFPORT

Date: JUNE 1, 2020

To: Mayor Billy Hewes
City Council Members

From: Linda Allen (Department of Urban Development)

Re: Privilege License Report – for the month of May, 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 May 1st through May 31st, 2020 to be presented to the City Council on the 16th day of June, 2020 per Mississippi Code § 27-17-501.

Customer Name	Customer Address	Amount	Post Date
THE BEYOUTY BAR	12221 ASHLEY DR STE A & B	\$8.20	05/04/2020
TIYAHRI C WILSON PHD	P O BOX 155	\$8.20	05/05/2020
BAYOU BIKES INC	1200 34TH ST STE 4 & 5	\$8.20	05/07/2020
EAGENT REALTY	12373 HWY 49 STE 3A	\$8.20	05/07/2020
EYECONIC BEAUTY SPA LLC	12261 HWY 49 #2B	\$8.20	05/07/2020
C & M SPANN CONSTRUCTION LLC	2960 20TH AVE #E	\$8.20	05/08/2020
R E SMITH LLC	15520 DANIEL BLVD #G	\$8.20	05/08/2020
OBRIEN DUSTIN	11730 BELL AVE	\$12.30	05/11/2020
DEES SPOT LLC	828 PASS RD UNIT C	\$22.00	05/12/2020
DEES SPOT LLC	828 PASS RD UNIT C	(\$22.00)	05/12/2020
DEES SPOT LLC	828 PASS RD UNIT C	\$22.00	05/12/2020
JAMES SPEARS	12100 HWY 49-SUITE 416	\$22.00	05/12/2020
JAMES SPEARS	12100 HWY 49-SUITE 416	\$22.00	05/12/2020
GARDNER REALTORS	3332 N WOODLAWN AVE	\$22.00	05/13/2020
HEALING TREE LLC	8512 KONO PL	\$8.20	05/13/2020
BIRMINGHAM INDUSTRIAL CONSTRUCTION LLC	408 32ND ST	\$33.00	05/14/2020
CLEAN CUTZ BARBER SHOP	3005 17TH ST	\$22.00	05/14/2020
FOUR SEASONS EVENTS	1223 PASS RD A	\$22.00	05/14/2020
OMNI TECHNOLOGIES	4307 15TH ST	\$33.00	05/14/2020
S W MEDICAL	283 DEBUYS RD	\$22.00	05/14/2020
BLACKBEARD PROPERTIES LLC	12373 HWY 49 #3B	\$8.20	05/15/2020
COASTAL CLEANING SOLUTIONS LLC	12317 CHARWOOD AVENUE	\$22.00	05/15/2020
FREDERICKS & ASSOCIATES	4000 PONDEROSA DRIVE	\$22.00	05/15/2020
UBREAKIFIX	12373 HWY 49 UNIT 6	\$24.40	05/15/2020
UBREAKIFIX	12373 HWY 49 UNIT 6	\$22.00	05/15/2020
BK SALON & BEAUTY LOUNGE	3309 JODY NELSON DR #A	\$22.00	05/18/2020
BLUITT KIMERLY	P O BOX 1722	\$8.20	05/18/2020
CHUCK KELLY BEAUTY SALON & SPA	360 COURTHOUSE RD-SUITE E	\$52.80	05/18/2020
EMPIRE VENDING SERVICES	45 HARDY CT. #387	\$60.00	05/18/2020
OTTAWA DRYWALL AND CONSTRUCTION INC	651 35TH STREET	\$22.00	05/18/2020
WELLCARE LABS LLC	1909 E PASS RD #A5	\$8.20	05/18/2020
DA GROOM ROOM BARBER SHOP	828 PASS RD STE A	\$1.60	05/19/2020
DA GROOM ROOM BARBER SHOP	828 PASS RD STE A	\$20.00	05/19/2020
DA GROOM ROOM BARBER SHOP	828 PASS RD STE A	\$22.00	05/19/2020
GULF SHIP LLC	12450 GLASCOCK DR	\$165.00	05/19/2020
MELISSA'S BAKERY	15335 DEDEAUX RD #B	\$22.00	05/19/2020
MINOR NOEL & JERMEL	915 5TH ST	\$8.20	05/19/2020
MPACT CDC	14575 S COUNTRYWOOD DR	\$22.00	05/19/2020
THE CREDIT SOLUTION GROUP LLC	14575 S COUNTRYWOOD DR	\$8.20	05/19/2020
JONES BARRY	440 E PASS RD STE A	\$8.20	05/20/2020
JONES BRENDAN S	2818 22ND AVE-SUITE 3	\$8.20	05/20/2020
ORCHID INDIAN CUISINE	15140 AUDUBON LAKE BLVD	\$38.50	05/20/2020
SERVICEMASTER PROFESSIONAL SERVICES	PO BOX 745	\$22.00	05/20/2020
CONLEY MONICA	1073 ACADIAN DR STE B	\$8.20	05/21/2020
CONSOLIDATED PIPE & SUPPLY COMPANY	P O BOX 2472	\$377.20	05/21/2020
LA VERACRUZANA MEAT MARKET	2044 E PASS ROAD	\$22.00	05/21/2020
KOI SUSHI JAPANESE STEAKHOUSE LLC	9422 HWY 49	\$49.50	05/22/2020
SECURE PRO SERVICE	1528 30TH AVE #B	\$22.00	05/22/2020

COSTA LATINA	733 EAST PASS ROAD	\$22.00	05/26/2020
GULF ISLAND WATER PARK LLC	13100 16TH STREET	\$22.00	05/26/2020
EEG MARINE LLC	10397 EXPRESS DR	\$8.20	05/27/2020
J'S PAINTING	102 FORE STREET	\$22.00	05/27/2020
MCQUEEN CLEANING SERVICE	11526 MAURINE CIR	\$8.20	05/27/2020
A-1 TRUCKING	14108 SEAWAY ROAD	\$22.00	05/28/2020
ANGEL OAK HOME LOANS LLC	9072 LORRAINE RD STE B	\$10.00	05/28/2020
APEX TABLE CLOTH RENTALS	1930 31ST ST	\$33.00	05/28/2020
APEX TABLE CLOTH RENTALS	1930 31ST ST	(\$33.00)	05/28/2020
APEX TABLE CLOTH RENTALS	1930 31ST ST	\$33.00	05/28/2020
BAKERS INTERIOR DECORATING	2102 33RD STREET	\$33.00	05/28/2020
BODYWORKS BY ASHLEY ELLISON	2352 E PASS RD STE B	\$8.20	05/28/2020
CINTAS CORPORATION	14081 FASTWAY LANE	\$46.20	05/28/2020
CRICKET WIRELESS-MOBILELINK MS LLC	12501 REED RD	\$22.00	05/28/2020
DEVOTED HEART HOME CARE LLC	1520 29TH AVE SUITE 4	\$22.00	05/28/2020
FIRST CHOICE PAINTING & HOME REPAIR	1007 SHIRLEY DRIVE	\$20.00	05/28/2020
FIRST CHOICE PAINTING & HOME REPAIR	1007 SHIRLEY DRIVE	\$22.00	05/28/2020
GOLDEN TOUCH	926 RILEY	\$22.00	05/28/2020
GOLDEN TOUCH	926 RILEY	\$22.00	05/28/2020
GULF COAST SPINE SOLUTIONS	14231 SEAWAY RD-STE F-9	\$22.00	05/28/2020
MOBILELINK MISSISSIPPI LLC	12501 REED RD	\$22.00	05/28/2020
NO SMOKE ABOUT IT 2.1	2709 25TH AVE UNITS A & B	\$22.00	05/28/2020
RYAN'S SALON OF GLORY	2905 25TH AV-SUITE A	\$22.00	05/28/2020
SHRIMP BASKET OF GULFPORT INC	9265 HWY 49	\$38.50	05/28/2020
SMILE DOCTORS	8910 LORRAINE RD	\$49.50	05/28/2020
SOUTHERN FAMILY URGENT CARE LLC	12303 HWY 49	\$8.20	05/28/2020
SUBWAY SANDWICHES #1918	2180 EAST PASS ROAD # 1918	\$22.00	05/28/2020
SUPERIOR DETAILING LLC	9735 POKAI ST	\$11.60	05/28/2020
THE DOCK BAR & GRILL	13247 SEAWAY ROAD-UNIT C	\$42.70	05/28/2020
THE DOCK BAR & GRILL	13247 SEAWAY ROAD-UNIT C	\$42.70	05/28/2020
THE DOCK BAR & GRILL	13247 SEAWAY ROAD-UNIT C	\$42.70	05/28/2020
THE DOCK BAR & GRILL	13247 SEAWAY ROAD-UNIT C	\$42.70	05/28/2020
THE DOCK BAR & GRILL	13247 SEAWAY ROAD-UNIT C	\$42.70	05/28/2020
THE DOCK BAR & GRILL	13247 SEAWAY ROAD-UNIT C	\$42.70	05/28/2020
THE DOCK BAR & GRILL	13247 SEAWAY ROAD-UNIT C	\$40.61	05/28/2020
BANANAS INC	2251 E PASS RD	\$864.00	05/29/2020
THE BEARDED OWL BARBER LLC	2415 14TH ST	\$8.20	05/29/2020
TOTAL:		\$3,146.11	

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Gerard Bellocq, Finance

Wayne Miller, P.E., Public Works

From: Kris Riemann, P.E.

RKR

Date: 6/3/20

Re: Request Authority to Advertise for Bids

- Benard Bayou Blueway Kayak Launches

I request authority to advertise for bids for the above referenced project, with bids to be received on July 30, 2020. Attached is a copy of the Advertisement for Bids.

The project includes, but is not limited to, installation of kayak launches, information kiosks, and site improvements at three (3) locations: Kremer Marine, Gulfport Lake, and Handsboro Park.

The project is funded 100% through a Tideland Grant with the Department of Marine Resources. The firm of Machado Patano, PLLC. has completed the Engineering design and will oversee the inspection.

Please place this item on the June 16, 2020 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments: 1. Advertisement

ADVERTISEMENT FOR BIDS

BERNARD BAYOU BLUEWAY KAYAK LAUNCHES

Sealed bids for the Bernard Bayou Blueway Kayak Launches will be received by the City of Gulfport Office of Procurement at 1410 24th Avenue, Hardy Building, 2nd Floor, Gulfport, Mississippi 39501, either by mail or hand delivery, until 10:00 A.M., Local Time, on **July 30, 2020**. Promptly thereafter, the bids will be publicly opened and read aloud.

Scope of Work: the project includes, but is not limited to, installation of kayak launches and information kiosks, along with site improvements, at three (3) locations: Kremer Marine, Gulfport Lake, and Handsboro Park.

The Contract Documents and Plans may be examined at the following location:

Machado Patano, PLLC
Online Planroom: mpengplans.us

“The City of Gulfport now offers Electronic Bidding. Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.”

Questions – All questions regarding this bid should be directed to purchasing@gulfport-ms.gov or facsimile (228) 868-5704. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

The City is NOT responsible for bids which are mailed to the wrong address or which arrive in the mail after the designated bid opening time. Bids may be delivered in person to the Office of Procurement prior to the bid opening at the time, date and location listed above.

Each bidder must deposit his bid security in the amount, form, and subject to the conditions provided in the Information for Bidders. The successful bidder will be required to furnish a Performance Bond and a Payment Bond each in the amount of the conditions in the contract.

For bids exceeding \$50,000.00, bidder must indicate his Certificate of Responsibility Number on the outside of the sealed bid as required by MS Law. Effective July 1, 2010; Per MS code 31-3-21(3); any bid submitted by a non-resident contractor which does not include the nonresident contractor's current state law pertaining to such state's treatment of non-resident contractors, shall be rejected and not considered for award. If no such law exists in the non-resident's contractor's state, then the non-resident contract may provide a statement to that effect.

The project will be awarded to the lowest and best bidder. However, the City of Gulfport reserves the right to accept or reject any or all bids or to waive any informality.

The successful bidder must adhere to the City's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

Direct contact with any City employee, GRC Commissioners, including Administration and City Council, on the subject of this proposal is strictly forbidden. Violation of this paragraph will result in disqualification of your submission.

**Publication in Clarion Ledger and Sun Herald
Ad Dates – 06/19/2020 & 06/26/2020**

**Send Invoice & Proof of Publication to: Connie Debenport, CPPB
City of Gulfport
P. O. Box 1780
Gulfport, MS 39502-1780**

City of Gulfport, MS
RFP for
Elevator Maintenance and
Repair

The City of Gulfport is seeking proposals for Elevator Maintenance Service and Repair. Proposals will be received at the Office of Procurement, 1410 24th Avenue, Gulfport, MS 39501 until 4:00 pm July 24, 2020 to the Purchasing Office, 1410 24th Avenue, Gulfport, MS 39501. Promptly thereafter the proposals will be delivered to the selection committee.

A prebid walk through is scheduled for July 8, 2020 at 10:00 A.M. Meet at Hardy Bldg., 1410 24th Avenue, Gulfport, MS 39501. All interested contractors are encouraged to attend. There will be no other allowed access to the site. Contractors shall not attempt to contact anyone and request other times to view the site.

Copies may be obtained at the Procurement Department at the address listed below or by contacting cdebenport@gulfport-ms.gov to obtain an electronic copy.

City of Gulfport Procurement Office located at 1410 24th Avenue, Gulfport, Mississippi 39501

“The City of Gulfport now offers Electronic Bidding. Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.”

Questions – All questions regarding this bid should be directed to purchasing@gulfport-ms.gov or facsimile (228) 868-5704. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

The City is NOT responsible for bids which are mailed to the wrong address or which arrive in the mail after the designated bid opening time. Bids may be delivered in person to the Office of Procurement prior to the bid opening at the time, date and location listed above.

One (1) original, four (4) copies, one (1) electronic copy of the proposal shall be submitted to Owner. All proposals must be sealed and clearly marked on the outside of the envelope as indicated “Elevator Maintenance and Repair” and addressed to the Office of Procurement, 1410 24th Avenue, Gulfport, MS 39501. All proposals must be received by the Office of Procurement, no later than **4:00 o’clock p.m. local time on July 24, 2020**, after which time they will be referred to the Selection Committee. Any submittal received after the above stated date and time will be returned unopened

In addition to the above, the sealed envelope shall list the Company Name and Address. Envelopes not so marked are submitted at the risk of the Proposer and the Owner nor any of its affiliates, employees, officers, or commissioners assume any responsibility for the premature opening of same by any Owner affiliate, employee, officer, or commissioner.

All inquiries shall be in writing and directed to the following office. No questions or requests for clarifications will be addressed within seven (7) business days of the due date of the proposal.

Office of Procurement
Attn: Connie Debenport, CPPB
1410 24th Avenue
Gulfport, MS 39501
cdebenport@gulfport-ms.gov

The selection committee will review each proposal based on the grading criteria as noted in the RFP package. The Owner retains the ultimate authority in making these determinations. The selection committee may develop a short list from which interviews may be scheduled and evaluation will be based ONLY on the data submitted in response to the request for proposal and such other information as the Owner may deem necessary or appropriate. Upon final selection(s) and a determination made by the Owner a written contract may be awarded to the individual(s)/firm(s) whose proposal is determined by the Owner to be the most advantageous to the project.

The Owner reserves the right to reject any and all proposals, in whole or in part, and to discontinue contract execution with any party at any time prior to final contract execution.

Direct contact with the Owner, including but not limited to City of Gulfport employees, including the Mayor and City Council, the Owner's Board of Commissioners, or the Owner's employees or affiliates regarding the subject of this proposal is strictly forbidden. Violation of this paragraph will result in disqualification of your submission.

Minority and Women's business enterprises are solicited to submit a proposal and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

The Owner is NOT responsible for proposals which are mailed to the wrong address or which arrive in the mail after the designated opening time.

The successful proposer must adhere to the Owner's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap.

Ad Dates: 06-19-2020 & 06/26/2020

Send Invoice and Proof of Publication to: Connie Debenport, CPPB
1410 24th Avenue,
Gulfport, MS 39501

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Gus Wesson, Leisure Services

Gerard Bellocq, Finance

From: Wayne Miller, P.E.



Date: 6/4/20

Re: Request Authority to Advertise for Engineering Services
- Tidelands Grant – Gulfport Boat Launch Improvements

Attached for your consideration is the Advertisement for Engineering Services for the referenced project with proposals to be received on July 28, 2020. The scope of the services includes, but is not limited to, surveying, development of construction plans/specifications, preparation of easements/right-of-way maps and deeds for purchases, environmental related services, bidding phase services, construction engineering, and inspection services.

The project consists of the engineering design, furnishing materials, labor, and equipment for certain improvements to the Gulfport Boat Launches with modifications and upgrades to the existing launches. The project is funded 100% by a Tidelands Grant. No City Match is required.

Please place this item on the June 16, 2020 Council Agenda.

Attachments: 1. Advertisement

City of Gulfport
Request for Proposals for Engineering Services

Legal Notice

The City of Gulfport intends to employ a consulting engineering firm to provide engineering services utilizing a Cost plus Fixed Fee, Labor Hour/Unit Price or Lump Sum/Firm Fixed Price contract for the Tidelands Grant – Gulfport Boat Launch Project. The project consists of the engineering design, furnishing materials, labor, and equipment for certain improvements to the boat launches, and modifications/upgrades to the existing City of Gulfport boat launch areas. The Consultant is required to provide these services including, but is not limited to, surveying, development of construction plans and specifications, preparation of easements/right-of-way maps and deeds for purchases, environmental related services, bidding phase services, construction engineering, and inspection services.

Upon selection, negotiation, and execution of contract, the City of Gulfport anticipates the duration of the consultant's contract to be approximately 3 years. We anticipate executing the contract by September 2020.

Consulting engineering firms interested in providing these services may so indicate by furnishing the City of Gulfport **One (1) original and three (3) copies plus a digital version** of an Expression of Interest which should consist of the following:

1. A cover letter specifying the name and complete description of project, the name of the project manager, and the location and address of the office to be assigned the majority of the work;
2. A resume for each principal member, the project manager, and employee(s) of the firm anticipated to be assigned to the project. Also, provide an organizational chart and list each person's experience and qualifications, including proof that the Project Manager is licensed as a Mississippi Professional Engineer and that the firm has met state licensure and certification requirements*;
3. A description of similar type work completed during the past five (5) years which qualifies the consultant for this work; the consultant's cost and consultant's schedule completion and actual completion of this work;
4. Provide any information to indicate that the team has the necessary resources, including available staff, to complete the project within the timeframe indicated above. The Consultant should indicate any other active and planned projects that any individuals, as listed on the organization chart (including any subconsultant(s)), are currently working to complete. The consultant should indicate how they plan to balance workloads to commit the staff and resources necessary to successfully complete the project on-time.
5. A response containing the information upon which the consultant will be evaluated; and,
6. Part II of Standard Form (SF) 330, Architect-Engineer Qualifications. This Form can be obtained at [http://sp.gomdot.com/Consulting%20Services/Forms/Standard%20Form%20\(SF\)%20330,%20Part%20II.pdf](http://sp.gomdot.com/Consulting%20Services/Forms/Standard%20Form%20(SF)%20330,%20Part%20II.pdf)

The City of Gulfport will evaluate the Expressions of Interest based on the following factors listed in their relative order of importance:

1. The experience in performing the type of work outlined in the Scope of Work (which can be picked up from the Office of Procurement at 1410 24th Street, Gulfport, MS 39501 or the firm may request the Scope of Work by email from cdebenport@gulfport-ms.gov);
2. Qualifications of the principals and professionals to be assigned;
3. The consultant's experience in working with projects involving public funding;
4. The extent of in-house capabilities of the firm; and
5. The consultant's size and capability of available staff to perform this work in accordance with an expedited progress schedule, considering the firm's current and planned workload.

The City of Gulfport reserves the right to select one (1) consultant or select a short list of consultants from whom more information will be required.

The City of Gulfport reserves the right to reject any and all Proposals and/or to discontinue contract execution with any party at any time prior to final contract execution.

The DBE goal is 0%.

To be considered, all replies must be received by the Office of the Procurement, at 1410 24th Street, Gulfport, MS 39501, on or before 5:00 p.m. July 28, 2020. The Expressions of Interest should be submitted and marked on the outside as **"Tidelands Grant – Gulfport Boat Launch."**

This Legal Notice will appear in The Clarion Ledger and the Sun Herald on June 18, 2020 and June 25, 2020.

*Miss. Code Ann Sections 73-13-1 through 73-13-45 (1972) (as amended) govern the practice of engineering in Mississippi. Firms are encouraged to contact the Mississippi Board of Licensure for Professional Engineers and Surveyors at (601) 359-6160 to insure that individuals and firms are qualified to offer and provide services in the State of Mississippi. The Board's web address is www.pepls.state.ms.us.

Send Invoice & Proof of Publication to : **Connie Debenport, CPPB**
City of Gulfport
P.O. Box 1780
Gulfport, MS 39502-1780

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Jessica Versiga, Procurement Specialist

Date: June 3, 2020

Re: Cart Path Overlay Phase 2
Engineering

I have reviewed the quotes received on the above referenced item and find Gibson Maintenance, LLC to be the lowest and best bid for a total amount of \$49,400.00.

I have issued Purchase Order #210562 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Engineering / Leisure Services

PO # 210562

Cart Path Overlay Phase 2

		Gibson Maintenance		Knowles Construction		DNA Underground, LLC	
	QTY	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Install 1.5" overlay of existing asphalt cart paths (LF)	6500	\$7.60	\$49,400.00	\$50.00	\$325,000.00	\$15.00	\$97,500.00
TOTAL			\$49,400.00		\$325,000.00		\$97,500.00



Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Jessica Versiga, Procurement Specialist

Date: June 2, 2020

Re: HP Mini Desktops and Monitors
Information Systems

I have reviewed the quotes received on the above referenced item and find IT Savvy to be the lowest and best bid for a total amount of \$25,452.65.

I have issued Purchase Order #210554 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

HP Desktops / IT

Bids Received 5/26/2020

PO # 210554

		IT Savvy		Next Step		Integrity Total Solutions, Inc.	
	QTY	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
HP 260 G3-mini Core i5 7200U / 2.5 GHz-Ram 4 GB HDD 500 GB HD Manufacturer Part # 5CM21UT#ABA	25	\$ 519.93	\$ 12,998.25	\$ 525.00	\$ 13,125.00	\$ 564.00	\$ 14,100.00
HP P244 LED monitor -23.8" (23.8" viewable) - 1920 x 1080 Full HD (1080p) Manufacturer Part #5QG35A8#ABA	50	\$ 128.83	\$ 6,441.50	\$ 135.00	\$ 6,750.00	\$ 148.00	\$ 7,400.00
HP DDR4-8 GB -SO-DIMM Manufacturer Part # 3TK88AT	25	\$ 109.61	\$ 2,740.25	\$ 115.00	\$ 2,875.00	\$ 128.00	\$ 3,200.00
Electronic HP Care Pack Next Business Day Hardware Support - Extended service agreement - parts and labor- 3 years-on site-9x5 response time	25	\$ 86.42	\$ 2,160.50	\$ 85.00	\$ 2,125.00	\$ 93.00	\$ 2,325.00
HP v2 Mounting Kit for Desktop Mini black mounting interface Part # 2JA 32AT	25	\$ 32.47	\$ 811.75	\$ 32.00	\$ 800.00	\$ 36.00	\$ 900.00
Verbatim Slimline Drisk drive DVD RW USB 2.0 external Manufacturer Part # 98938	10	\$ 30.04	\$ 300.40	\$ 33.00	\$ 330.00	\$ 32.00	\$ 320.00
	Totals		\$ 25,452.65		\$ 26,005.00		\$ 28,245.00

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: June 1, 2020

Re: (2) 2020 War Eagle 648 Rescue Boats
Fire Department

I have reviewed the quotes received on the above referenced item and find Smith Motor Company of Hattiesburg to be the lowest and best bid for a total amount of \$8,093.00.

I have issued Purchase Order #210537 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

(2) 2020 War Eagle 648 Rescue Boats Fire Department Bids Received 05/21/2020 PO #210537			
	Smith Motor Company of Hattiesburg	Crappie Depot	Kirk Brothers Powersports
	Unit Price	Unit Price	Unit Price
2020 War Eagle 648 Rescue Boats (2)	\$ 8,000.00	\$ 8,592.00	\$ 8,364.00
Doc Fee	\$ 83.00		\$ 245.00
Title Fee	\$ 10.00		
Totals	\$ 8,093.00	\$ 8,592.00	\$ 8,609.00

AGENCY AGREEMENT

This LeadsOnline, LLC AGENCY AGREEMENT ("Agreement"), dated, **September 24, 2012**, is made between **Gulfport Police Department** ("City") and **LeadsOnline LLC** ("Leads").

SCOPE OF AGREEMENT

Leads operates and maintains at its web site a confidential investigations system accessible electronically exclusively by Law Enforcement Agencies for the sole purpose of identifying merchandise and/or persons suspected to have been involved in crimes.

City desires to utilize the electronic system to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

I.

DEFINITIONS

- 1.1 **"Authorized Officials"** means duly authorized law enforcement personnel of City.
- 1.2 **"Data"** includes but is not limited to the ticket number, item number, make, model, property description and serial number of merchandise sold to a Dealer or used as loan collateral by a Secondhand Dealer, and other non-public personal information pertaining to any customer(s) involved in the aforementioned transactions (including for example, customers' names, addresses, identification numbers and any images collected by Dealer during course of a transaction).
- 1.3 **"Law Enforcement Agency"** means any municipal, county, state or federal government staffed and operated agency whose primary purpose is criminal investigation and/or law enforcement.
- 1.4 **"Secondhand Dealer"** means any person or entity that purchases pre-owned personal property other than Scrap Metal and/or uses personal property as loan collateral and furnishes Data relative thereto to Leads for inclusion in Leads' database.
- 1.5 **"Scrap Metal Dealer"** means any person or entity that purchases ferrous or nonferrous metal that is no longer used for its original purpose and is capable of being processed for reuse by a metal recycling facility, and furnishes Data relative thereto to Leads for inclusion in Leads' database.
- 1.6 **"Scrap Metal"** includes materials purchased by Scrap Metal Dealers including but not limited to iron, brass, wire, cable, copper, bronze, aluminum, platinum, lead, solder, steel, catalytic converters.

- 1.7 "Dealer" means Secondhand Dealer and/or Scrap Metal Dealer as specified in Attachment "A". If either Secondhand Dealer or Scrap Metal Dealer is not specified in Attachment "A", only the specified Dealer type will apply.

II.

APPOINTMENT

- 2.1 Subject to the terms of this Agreement, City hereby appoints Leads as its agent, as such term is utilized in the Gramm-Leach-Bliley Act of 1999 (the "GLBA"), for the sole purpose of collecting, maintaining and disseminating Data from Dealers. This agency appointment is effective as of the registration date of City's initial user.

III.

AGREEMENTS AND RESPONSIBILITIES OF CITY

- 3.1 City agrees that City's use of the Data displayed at Leads' web site will be for the purpose of identifying stolen merchandise and/or persons suspected of involvement in crimes.
- 3.2 City agrees to not divulge Data or information obtained through City's access to Leads' web site to anyone other than Authorized Officials and persons with City's agency entitled to receive the Data or information pursuant to statute, rule or regulation, including specifically the GLBA.
- 3.3 City agrees to not access information from Leads' web site for purposes of gathering information from outside of City's jurisdiction for any third party, including private parties and other law enforcement agencies.
- 3.4 City agrees that passwords provided by Leads to City enabling City to utilize Leads' web site will be made known only to Authorized Officials of City and that only those Authorized Officials will be permitted to use the passwords or otherwise access the electronic system at Leads' web site. City will notify Leads when Authorized Officials leave the agency, change duties, or are otherwise no longer authorized to access Leads' investigations system.
- 3.5 City agrees not to use the Data or information displayed at Leads' web site for any unlawful purpose, or in any manner, which may create liability for Leads or Dealers. City agrees its use of the Data or information contained at Leads' web site will not be other than as permitted by law or the rights duly granted to City in carrying out City's official duties.
- 3.6 City agrees to act in accordance with local laws and procedures when confiscating an item found in a business outside of City's jurisdiction.
- 3.7 City agrees to submit accurate information, including but not limited to valid identity of Authorized Officials establishing accounts to access the system and City case numbers for specific items and/or suspects in conducting any search or use of Leads' web site.
- 3.8 City agrees to change its password(s) every 90 days.

- 3.9 City is responsible for ensuring that City's hardware can connect to Leads' website via the Internet.
- 3.10 City is responsible for ensuring compliance among businesses in City's jurisdiction. City agrees to not discourage Dealers from furnishing Data to Leads.

IV.

AGREEMENTS AND RESPONSIBILITIES OF LEADS

- 4.1 Leads agrees to operate and maintain an electronic investigations system at its web site for the purpose of receiving and disseminating Data from Dealers for the use of Law Enforcement Agencies.
- 4.2 Leads agrees to provide system capabilities in accordance with Attachment "A" attached to this Agreement which by this reference is incorporated herein.
- 4.3 Leads agrees to implement commercially reasonable efforts to perform, as well as developments and modifications to Leads' web site and on Leads' infrastructure in a manner that is not disruptive to City.
- 4.4 Leads agrees to facilitate City's access to the Data by passwords and user names selected by City within reasonable parameters established by Leads.
- 4.5 Leads agrees to provide City with secure access to a report detailing the usage of Leads' web site by Authorized Officials.
- 4.6 Leads' client support and training is available to City at no additional cost when performed by telephone or email between the hours of 7:30 AM and 5:30 PM Central Time. City may request Leads to travel to City's location for specialized training and support. Special services including after-hours support and on-site training may be provided upon mutual agreement, and may include rates for time, materials, travel, and miscellaneous expenses as agreed upon by the parties.

V.

CONDITIONS FOR CITY'S ACCESS AND USE OF LEADS' WEB SITE

- 5.1 By entering into this Agreement, City represents it is a Law Enforcement Agency as that term is defined in Section I. City's appointment of Leads as agent is made in order to obtain information of a financial institution in connection with the performance of the official duties of City, as is contemplated by the GLBA.
- 5.2 Leads may modify or upgrade any aspect(s) of Leads' web site at any time without notice to City.
- 5.3 All Data is provided solely by Dealers using Dealers' proprietary operational software according to the laws and practices enforced in Dealer's jurisdiction. Therefore, Leads cannot and does not represent or endorse the completeness, accuracy or reliability of the

Data displayed through Leads' web site, nor the functionality of Dealer's operational software. City acknowledges that any reliance by City or any Law Enforcement Agency upon any Data or other information displayed or distributed through Leads' web site shall be at City's sole risk.

- 5.4 Leads reserves the right at all times to disclose any information as necessary to satisfy any law, regulation, or government request, or to edit, refuse to post or to remove any Data or information, in whole or in part, that in Leads' sole discretion is inaccurate, incomplete or is in violation of local, state and/or federal law.

VI.

TERM

- 6.1 This Agreement will become effective as of the date first set forth above and remain in effect for three (3) years or until termination by Leads or City as described below. City will pay subscription fees according to the schedule set forth in Attachment B which by this reference is incorporated herein.
- 6.2 This Agreement may be renewed for successive additional one-year terms upon mutual agreement of the parties prior to the expiration of the initial term or any renewal term thereafter. In the event of renewal, City agrees to pay Leads an annual subscription fee for the renewal period within 30 days of invoice.
- 6.3 City may immediately and without notice, terminate this Agreement, at City's sole option, if Leads fails to perform any material obligation required of Leads under this Agreement; or violates any laws, rules or regulations. If termination occurs under this paragraph, Leads shall remit to City on a pro-rated basis that portion of the annual subscription fee paid by City from the date Leads commits any breach described above until the end of the applicable service period.
- 6.4 City may terminate this Agreement by providing 60 days notice to Leads prior to the next applicable service period if funding to make the next scheduled payment is not appropriated to the City for this Agreement.
- 6.5 Leads may immediately and without notice, terminate this Agreement for cause, at Leads' sole option, if City: (a) fails to pay any annual subscription fee owed to Leads within 30 days of invoice; (b) fails to perform any material obligation required of City under this Agreement; (c) violates any laws, rules or regulations.
- 6.6 Leads may immediately and without notice terminate this agreement if in Leads' sole discretion, Leads determines that providing City with access to Leads' system creates liability for Leads. If termination occurs under this paragraph, Leads shall remit to City on a pro-rated basis that portion of the annual subscription fee paid by City from the date of termination until the end of the applicable service period.

VII.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- 7.1 LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO LEADS' WEB SITE AND LEADS' SERVICES TO BE ACCESSED, USED OR DELIVERED PURSUANT TO THIS AGREEMENT. LEADS' WEB SITE, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEB SITE IS PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. LEADS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN LEADS' WEB SITE OR ANY DATA, MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE LEADS' WEB SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. LEADS SHALL NOT BE LIABLE IN ANY MANNER OR IN ANY RESPECT FOR THE USE OF LEADS' WEB SITE BY CITY, INCLUDING, WITHOUT LIMITATION, FOR THE ABSENCE OR PRESENCE OF DATA OR CONTENT OR ANY ERRORS CONTAINED THEREIN.

VIII.

INDEMNIFICATION

- 8.1 Leads shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of City's employees arising out of or related to City's use of Leads' web site.

City shall not be liable for any claims, damages and attorney fees arising from the negligent or illegal acts of Leads' employees arising out of or related to operation or use of Leads' website. If both Leads and City are liable for any claims, damages or attorney fees arising from the negligent or illegal acts of the employees of Leads and City under this Agreement, Leads and City shall be liable for the portion of the claims, damages and attorney fees that arise from the negligent or illegal acts of that party as determined by the court adjudicating the matter or as agreed in any settlement.

Leads shall indemnify, hold harmless, protect and defend City and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the system), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any trade secrets, patents, trademarks, copyrights or other proprietary right of any other party by reason of the use or integration of any proprietary materials, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise due to the misuse of the Data or any other breach of this Agreement by City, Leads' liability under this paragraph 8.1 shall be reduced proportionately by the amount of loss, liability, judgment, cost, expense, damage and the like arising due to such misuse or breach by City.

IX.

COPYRIGHT/REVERSE ENGINEERING/RECORDS REQUESTS

- 9.1 Leads' web site is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws. The contents of Leads' web site are only for the purpose described herein. All materials contained on Leads' web site are protected by copyright, and are owned or controlled by Leads or the party credited as the Leads of the content. City will abide by any additional copyright notices, information, or restrictions contained in any content on Leads' web site.
- 9.2 City agrees not to decompile or otherwise copy or use the Leads' web site for purposes of reverse engineering or reconstruction, and will not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any materials it obtains from Leads or Leads' system.
- 9.3 Data is not considered by the parties to fall into the category of public record unless otherwise specified by law in City's jurisdiction. If Leads receives a request for records from parties other than Law Enforcement Agencies, courts, or other official sources regarding City personnel or Data from City's jurisdiction, Leads will refer the request to City. If any third party requests City to provide information involving Leads' materials or Data, City will make reasonable efforts to limit disclosure to that which is specifically required by law to be disclosed. City will obtain, to the extent possible, confidential treatment for information by any authority requiring delivery of information.

X.

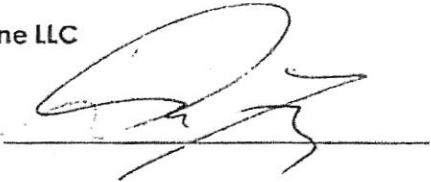
MISCELLANEOUS

- 10.1 Leads may assign or delegate all or part of Leads' rights or duties under this Agreement without notice to City. City may not make any assignment of this Agreement without Leads' prior written consent, which will not be unreasonably withheld.
- 10.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Leads deems the unenforceable provision to be essential to this Agreement, in which case Leads may terminate this Agreement, effective immediately upon notice to City.
- 10.3 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slow-downs.
- 10.4 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries. The only persons who may enforce this Agreement and any rights under this Agreement are CITY and Leads.
- 10.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this Agreement shall be in an appropriate state or federal court located in the State of Texas.

- 10.6 This Agreement constitutes the entire agreement between the parties, and shall supersede all prior agreements and understandings, if any, between the parties respecting the subject matter hereof.
- 10.7 In the event City submits any work order, purchase order, performance or delivery request or the like (the "Initiation Document"), any term or provisions contained therein which purports to modify or enlarge the obligations or liabilities of Leads shall not be effective without the express written consent thereto by Leads. The mere acceptance by Leads of an Initiation Document and/or Leads' performance or delivery of goods and services thereunder shall not constitute or imply its consent to the modification or enlargement of its obligations and liabilities under this Agreement.

LEADS

LeadsOnline LLC

Signature: 

Print Name: David K. Finley

Title: President & CEO

Date: 10/16/12

Address: 6900 Dallas Parkway, Suite 825

Plano, Texas 75024

Federal Tax I.D. # 42-1720332

CITY

Gulfport Police Department

Signature: 

Print Name: KLASON GARRIGA

Title: LIEUTENANT

Date: 10/9/12

Address: 2220 15th St

Gulfport, MS 39501

AGENCY AGREEMENT – Attachment 'A'

TOTALTRACK SERVICE PACKAGE INCLUDES:

- Online reporting system for all Secondhand Dealers
- Accounts for an unlimited number of Authorized Officials
- Images of property, sellers, vehicles, thumbprints and signatures as provided by reporting businesses
- System updates, training and support for Authorized Officials and Secondhand Dealer personnel
- Store monitor compliance tools
- 3 years history plus current year (Free archive retrieval for cold cases)
- Report It citizen property inventory system
- NCIC automated stolen property reports
- Nationwide search access to transaction Data from Secondhand Dealers
- Hit alerts to mobile phones
- BOLO (continuous, saved) searches (150)
- eBay First Responder Service
- POI Inter-agency communication system (1,000 entries)

AGENCY AGREEMENT – Attachment 'B'

SUBSCRIPTION FEE SCHEDULE

*Each of the first three full twelve (12) month
service periods:*

TOTALTRACK SERVICE PACKAGE

\$8,858

OTHER TERMS

There will be no increase in the annual Subscription fee during the first three full twelve month periods.

Payments are due upon execution of this Agreement and on the first day of each of the service periods during the term.

**A PROCLAMATION BY THE MAYOR OF THE CITY OF GULFPORT DECLARING A CIVIL
AND/OR LOCAL EMERGENCY TO EXIST AS A RESULT OF A THREATENED OR
EXISTING NATURAL DISASTER**

Tropical Storm/Hurricane Cristobal

WHEREAS, the Mayor of the City of Gulfport, Mississippi, does hereby declare and proclaim that a "state of emergency" exists in the City of Gulfport, Mississippi, as of 12:00 P.M., CST, on JUNE 6, 2020, as a result of an imminent threat of a "natural disaster" resulting from Tropical Storm/Hurricane Cristobal and related conditions (tropical rain, winds, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about June 7-8, 2020, and impact an area that includes the City of Gulfport and Harrison County in the State of Mississippi; and the undersigned Mayor of the City of Gulfport, as the Executive/Administrative Officer of the City of Gulfport, and under authority of §45-17-3, et seq., *Miss. Code Ann.*, and related statutes, finds and declares that a "Civil Emergency" presently exists in the City of Gulfport, Mississippi, and/or under authority of § 33-15-17(d), et seq., *Miss. Code Ann.* and related statutes, finds and declares that a "Local Emergency" presently exists in the City of Gulfport, Mississippi;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that due to a natural disaster, or imminent threat thereof, within the geographic limits of the City of Gulfport causing or threatening to cause injury or death to persons and/or destruction of property to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare, as of 12:00 P.M., on JUNE 6, 2020, a "Civil Emergency" and/or a "Local Emergency" in the City of Gulfport are hereby declared to exist as a result of Tropical Storm/Hurricane Cristobal and related conditions (tropical rain, winds, storm surge, lightening, hail, flooding, etc.) that are expected to impact the City of Gulfport and surrounding areas on or about June 7-8, 2020; and

IT IS FURTHER PROCLAIMED and declared that said state of emergency shall be deemed to continue to exist in the City of Gulfport until its termination is ordered and proclaimed by the Mayor or the Governing Authority of the City of Gulfport; a copy of this proclamation is hereby filed with the Municipal Clerk of the City of Gulfport, and made a public record.

SO ORDERED AND PROCLAIMED on this the 6TH day of JUNE, 2020.

Filed and Attested by:

Gerard Bellreg
City Clerk or Deputy City Clerk

[Signature]
MAYOR