



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, August 4, 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 / Appointments

- 1 Approval of Minutes - for July 7, 2020.
- 2 Ratification - of appointment to the Election Commission.
- 3 Ratification - of appointment of Director of Police Department (Police Chief).

Code Enforcement / Planning

- 4 Code Enforcement Hearing - on resolution to declare that certain properties are in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community and to authorize advertisements for bids and lot clean-ups and/or demolitions.
- 5 Certificate of Resubdivision (Short Form) - divide into three parcels zoned I-2 (Heavy Industrial) - located on Seaway Road - Case # 2009PC099 - Ward 5.

Ordinances

- 6 Ordinance - amending Appendix D - Smartcode, Article 5. - Building-Scale Plans, 5.3 - Specific to Sub-Urban Transect Zone (T3), 5.3.2 Building Configuration (T3) - Case # 2004PC043.
- 7 Ordinance – establishing salaries of compensation for employees of the City of Gulfport, Mississippi, and for related purposes.

Resolutions

- 8 Resolution - approving Agreement between the Gulfport School District and the City of Gulfport, Mississippi, concerning reimbursement for Law Enforcement Services, authorizing the Mayor to execute said Agreement, and for related purposes.
- 9 Resolution - approving Agreement between the Harrison County School District and the City of Gulfport, Mississippi, concerning reimbursement for Law Enforcement Services, authorizing the Mayor to execute said Agreement, and for related purposes.
- 10 Resolution - approving Agreement for Sheltering Services between the City of Gulfport, Mississippi, and the Humane Society of South Mississippi, authorizing the Mayor to execute the Agreement, and for related purposes.
- 11 Resolution - approving Lease Agreement with Jay-Jay Holdings, LLC, authorizing the Mayor to execute the same, and for related purposes.
- 12 Resolution - approving Amendment No. 3 to Contract with Water Company of America for Utility Bill Auditing Services, authorizing the Mayor to execute the same, and for related purposes.
- 13 Resolution - approving Quantity Adjustment #1 to Contract with Neel-Schaffer, Inc., for the Seaway Road Pedestrian Pathway Project, authorizing the Mayor to execute the same, and for related purposes.
- 14 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.
- 15 Resolution - 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.

- 16 Resolution - requesting sale of sidearm to Commander Klain Garriga 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).
- 17 Request - to add Job Descriptions for Seasonal Harbor Lights Winter Festival positions.

Budget Amendments / Docket of Claims

- 18 Budget Amendment #81 - internally transferring to fund Waste Water Treatment & Water Service provided by the Harrison County Utility Authority.
- 19 Budget Amendment #82 - increasing of Federal Funds for Seaway Road Pedestrian Pathway Project.
- 20 Budget Amendment #83 - transferring to reimburse Traffic Department for expenses related to Striping of Leisure Services locations.
- 21 Budget Amendment #84 - City Wide budget cuts to FY2020 Budget.
- 22 Budget Amendment #85 - Permission to increase line item 277 Capital from restitution.
- 23 Docket of Claims - to be approved through August 5, 2020.

Routine Agenda

- 24 Resolution - awarding bids for lot clean-ups and/or demolitions.
- 25 Legal Notice - Advertise for RFP for Engineering Services - Debuys Road Sewer Pump Station Improvements Project.
- 26 Ratification - of Recorded Interlocal Agreement - Motor Vehicle for Hire Authority - 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

- **Mr. Daniel “Danny” Joseph Garner**

Executive Session

Setting of Next Meeting and Adjournment



OFFICE OF MAYOR

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

City Hall
2309 15th St.
Gulfport, MS 39501

July 27, 2020

Council President F.B. "Rusty" Walker, IV
Councilman Kenneth Casey
Councilman Ron Roland
Councilwoman Ella Holmes-Hines
Councilman Myles Sharp
Councilman R.Lee Flowers
Councilwoman Cara Pucheu

Dear Council Members:

I respectfully submit to you for consideration the appointment of Mr. E.G. Warren to serve on the City of Gulfport Election Commission. Mr. Warren is a resident of Gulfport, Ward 4, and owns E.G. Warren State Farm Insurance. He has been a State Farm Insurance Agent in Gulfport since 1974.

Mr. Warren is a graduate from the University of Southern Mississippi and received his master's degree from Delta State University. He and his wife are the proud parents of three adult children. His family are all avid community supporters and I am confident in his commitment to serve our city in this capacity.

With your approval, Mr. Warren will begin the process of certification required by state law for those serving as an election commissioner.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Billy Hewes", is written over the typed name.

Billy Hewes
Mayor

MEMORANDUM – CITY OF GULFPORT

Date: JULY 21, 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 4th Day Of August, 2020.

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



CITY OF GULFPORT
URBAN DEVELOPMENT
CODE ENFORCEMENT
POSTINGS

TABLE OF CONTENTS

WARD 1

PARCEL	LOCATION	OWNER
0711H-05-017.000	1917 39TH AVE	HOOKER RUBY D -EST-

WARD 2

PARCEL	LOCATION	OWNER
0910M-03-034.000	834 28TH ST	CORNWELL ESTHER M
0910M-03-045.000	2917 6TH AVE	KESLAR GARY D & REBECCA R

WARD 3

PARCEL	LOCATION	OWNER
0809M-02-004.037	0 TULIP CT	GRIGGS ELIZABETH MCCREE
0810F-02-084.000	15146 JEFFERSON ST	GSRAN-Z LLC
0810F-02-075.001	15127 JEFFERSON ST	WICKS KRISTY & ASHFORD PERNELL
0810C-03-056.000	HWY 49	HUYNH LOI NGHIA
0810C-03-057.000	0 ALABAMA AVE	HUYNH LOI
0810C-03-028.000	15162 TYLER ST	PITTMAN JAMES LEE
0810C-03-013.000	8289 LOUISIANA AVE	CALDWELL SAMPSON ETAL
0810D-02-043.000	0 OHIO AVE	NORTH GULFPORT COMMUNITY LAND

WARD 4

PARCEL	LOCATION	OWNER
0909K-02-031.000	28 56TH ST	LABROSSE ROBERT FRED III

**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

July 14, 2020

HOOKER RUBY D -EST-
1917 39TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711H-05-017.000
1917 39TH 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, 08/04/2020 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

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

Case Number: 6485



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

July 14, 2020

HOOKER RUBY D - EST.
1917 39TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711H-05-017.000
1917 39TH AVE

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Respectfully yours,

Robert Beauregard
cc: Mayor

CODE ENFORCEMENT

Case Number

6485

Jul 20, 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

July 14, 2020

CORNWELL ESTHER M
834 28TH STREET
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0910M-03-034.000
834 28TH 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: RON ROLAND

Case Number: 6300



**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

July 14, 2020

KESLAR GARY D & REBECCA R
2917 6TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0910M-03-045.000
2917 6TH AVE

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

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Robert Beaugez

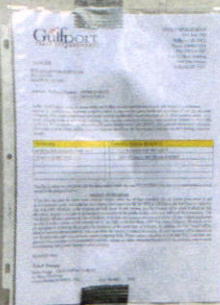
Robert Beaugez - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RON ROLAND

Case Number: 6325

2917



Jul 14, 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

July 20, 2020

GRIGGS ELIZABETH MCCREE

PO BOX 6926

TYLER, TX 75711

Reference: Tax Parcel Number: 0809M-02-004.037
0 TULIP 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,

Robert Beaugez

Robert Beaugez - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 5883

**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

July 20, 2020

GRIGGS ELIZABETH MCCREE
0 TULIP CT
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0809M-02-004.037
0 TULIP CT

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Respectfully yours,

Robert Beaugez

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

Case Number: 5883



Gulfport

1. The following information is provided for your information and is not intended to be a contract. The information is provided for your information and is not intended to be a contract. The information is provided for your information and is not intended to be a contract.

Item	Quantity	Unit Price	Total Price
1.000	1.000	1.000	1.000
2.000	2.000	2.000	2.000
3.000	3.000	3.000	3.000
4.000	4.000	4.000	4.000
5.000	5.000	5.000	5.000
6.000	6.000	6.000	6.000
7.000	7.000	7.000	7.000
8.000	8.000	8.000	8.000
9.000	9.000	9.000	9.000
10.000	10.000	10.000	10.000

11. The following information is provided for your information and is not intended to be a contract. The information is provided for your information and is not intended to be a contract. The information is provided for your information and is not intended to be a contract.



CODE ENFORCEMENT

P.O. Box 1780

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July 20, 2020

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Respectfully yours,

Robert Beangy

Jul 20, 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

July 15, 2020

GSRAN-Z LLC
CHRISTIANA TRUST AS CUSTODIAN
P O BOX 71276
PHILADELPHIA, PA 19176

Reference: Tax Parcel Number: 0810F-02-084.000
15146 JEFFERSON 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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TRAVIS JOHNSON

TRAVIS JOHNSON - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 5941

**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

July 15, 2020

GSRAN-Z LLC
15146 JEFFERSON ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810F-02-084.000
15146 JEFFERSON 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
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, 08/04/2020 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: ELLA HOLMES-HINES

Case Number: 5941



Jul 15, 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

July 15, 2020

GSRAN-Z LLC
CHRISTIANA TRUST AS CUSTODIAN
P O BOX 71276
PHILADELPHIA, PA 19176

Reference: Tax Parcel Number: 0810F-02-084.000
15146 JEFFERSON 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 (Mass 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 08/04/2020 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 13th Street, on the violations set forth above. At the hearing, the City Council will be asked to administer that the subject property is in a state of uncleanliness or a nuisance 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 13th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violations. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or passed to the county judgment funds. 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 Howe
Council Member TILLA HOLMES HINES

Case Number: 3941

Jul 15, 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

July 15, 2020

WICKS KRISTY & ASHFORD PERNELL
16180 CRESTVIEW DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0810F-02-075.001
15127 JEFFERSON 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
WEEDS & VINES, IPMC 302.4	REMOVE WEEDS & VINES
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS

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, 08/04/2020 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: ELLA HOLMES-HINES

Case Number: 5983

**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

July 15, 2020

WICKS KRISTY & ASHFORD PERNELL
15127 JEFFERSON ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810F-02-075.001
15127 JEFFERSON 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
WEEDS & VINES, IPMC 302.4	REMOVE WEEDS & VINES
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS

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, 08/04/2020 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: ELLA HOLMES-HINES

Case Number: 5983



Jul 15, 200



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

July 15, 2020

WICKS KRISTY & ASHFORD PERNELL
16180 CRESTVIEW DR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0810F-02-075.001
15127 JEFFERSON 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
WEEDS & VINES, IPMC 302.4	REMOVE WEEDS & VINES
TRASH & DEBRIS, IPMC 308.1	REMOVE/HAUL OFF TRASH & DEBRIS
EXT MAINTENANCE, IPMC 304.1	MAKE NECESSARY REPAIRS

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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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 08/04/2020 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 unhealthiness 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 execution of the necessary corrective actions. 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
At: Mayor Billy Harris
Council Member: DILLON HOLMES-HINES

Case Number: 5983

Jul 15, 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

July 15, 2020

HUYNH LOI NGHIA
13009 SWEETWATER TRL
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0810C-03-056.000
8336 49

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

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Respectfully yours,

TRAVIS JOHNSON

TRAVIS JOHNSON - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 6003

**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

July 15, 2020

HUYNH LOI NGHIA

8336 HWY 49

GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810C-03-056.000
8336 49

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

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Respectfully yours,

TRAVIS JOHNSON

TRAVIS JOHNSON - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 6003



Jul 15, 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

July 15, 2020

HUYNH LOI NGHIA
13009 SWEETWATER TRL
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0810C-03-056.000
8336 49

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 JR. - CODE ENFORCEMENT
City Manager
Council Member: ELISA ECHOLS-THOMAS

Jul 15, 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

July 15, 2020

HUYNH LOI NGHIA
13009 SWEETWATER TRL
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0810C-03-057.000
0 ALABAMA 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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OVERGROWN PROPERTY, IPMC 302.4	

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Respectfully yours,

TRAVIS JOHNSON

TRAVIS JOHNSON - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 6004

**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

July 15, 2020

HUYNH LOI NGHIA
ALABAMA AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810C-03-057.000
0 ALABAMA 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	

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Respectfully yours,

TRAVIS JOHNSON

TRAVIS JOHNSON - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 6004



Jul 15, 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

July 15, 2020

HUYNH LOI NGHIA
13009 SWEETWATER TRL
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0810C-03-057.000
0 ALABAMA 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	

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Jul 15, 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

July 15, 2020

PITTMAN JAMES LEE
15162 TYLER ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810C-03-028.000
15162 TYLER 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
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, 08/04/2020 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanliness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

TRAVIS JOHNSON

TRAVIS JOHNSON - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 6120



Jul 15, 2020

Gulfport

URBAN DEVELOPMENT

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

July 15, 2020

PITTMAN JAMES LEE
15162 TYLER ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810C-03-028.000
15162 TYLER 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:

Violations(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 stated 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, 08/04/2020 at 1:30 PM on the 2nd floor of Gulfport City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of incalculable or a menace to the public health, safety and welfare of the community. This adjudication will also constitute the City of Gulfport to no longer the property for a period of one (1) year without any further hearings of notice or warning on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violations. In addition, the City Council will be asked to authorize abatement for both or portions the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or passed to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this notice or if the required corrective actions are taken within the fourteen (14) day period in order to avoid any potential civil or public hearing on your property.

Respectfully yours,

TRAVIS JOHNSON
TRAVIS JOHNSON, CODE ENFORCEMENT
c/o: Mayor John Hines
Council Member J. L. A. HOLMES-JONES

Case Number: 6120

7451

Jul 15, 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

July 15, 2020

CALDWELL SAMPSON ETAL
10445 CANAL ROAD
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0810C-03-013.000
8289 LOUISIANA 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
WEEDS & VINES, IPMC 302.4	REMOVE WEEDS & VINES
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, 08/04/2020 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: ELLA HOLMES-HINES

Case Number: 6121

**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

July 15, 2020

CALDWELL SAMPSON ETAL
8289 LOUISIANA AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810C-03-013.000
8289 LOUISIANA 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
WEEDS & VINES, IPMC 302.4	REMOVE WEEDS & VINES
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

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Respectfully yours,

TRAVIS JOHNSON

TRAVIS JOHNSON - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 6121



Jul 15, 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

July 15, 2020

CALDWELL SAMPSON ETAL
10445 CANAL ROAD
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0810C-03-013.000
8289 LOUISIANA 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 result 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
WEEDS & VINES, IPMC 302.4	REMOVE WEEDS & VINES
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

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Respectfully yours,

TRAVIS JOHNSON
TRAVIS JOHNSON - CODE ENFORCEMENT
cc: Mayor Billy Hawes
Council Member ELLA HOLMES HINES

Date: 7/15/2020

Jul 15, 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

July 15, 2020

**NORTH GULFPORT COMMUNITY LAND
CONSERVANCY**

O Ohio Ave
Gulfport, MS 39503

Reference: Tax Parcel Number: 0810D-02-043.000
O OHIO 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.

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Respectfully yours,

Robert Beaugez

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

Case Number: 6543

**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

July 15, 2020

NORTH GULFPORT COMMUNITY LAND
CONSERVANCY
P O BOX 1323
GULFPORT, MS 39502

Reference: Tax Parcel Number: 0810D-02-043.000
0 OHIO 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

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Respectfully yours,

Robert Beaugez

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

Case Number: 6543



Gulfport

URBAN DEVELOPMENT

July 15, 2020

NORTH GULFPORT COMMUNITY LAND
CONSERVANCY
O Ohio Ave
Gulfport, MS 39503

Reference: Tax Parcel Number: 0810D-02-043,000
O OHIO AVE

CODE ENFORCEMENT

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

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

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Respectfully yours,

Robert Brumby
Robert Brumby - CODE ENFORCEMENT
cc: Mayor Billy Hines
Council Member ELLA HOLMES-FINES

Case Number: 0543

Jul 20, 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

July 15, 2020

LABROSSE ROBERT FRED III
28 56TH ST
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0909K-02-031.000
28 56TH 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.

NOTICE OF HEARING

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Respectfully yours,

TRAVIS JOHNSON

TRAVIS JOHNSON - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RUSTY WALKER

Case Number: 6105

**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

July 15, 2020

LABROSSE ROBERT FRED III
926 LAJOLLA LANE
MARY ESTHER, FL 32569

Reference: Tax Parcel Number: 0909K-02-031.000
28 56TH 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,

TRAVIS JOHNSON

TRAVIS JOHNSON - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RUSTY WALKER

Case Number: 6105





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

July 15, 2020

LABROSSE ROBERT FRED III
926 LAJOLLA LANE
MARY ESTHER, FL 32569

Reference: Tax Parcel Number: 0909K-02-031-000
28 56TH ST

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Respectfully yours,

TRAVIS JOHNSON
TRAVIS JOHNSON - CODE ENFORCEMENT
1st. Municipal Judge
Council Member: BUSTY WALKER

Case Number: 8105

Jul 15, 2020

MEMORANDUM – CITY OF GULFPORT

Date: JULY 21, 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 4th Day Of August, 2020, To The City Council:

WARD 1

Parcel 1: 0711H-05-017.000. LOTS 29 & 30 & N 16 2/3 FT OF LOT 28 BLK. 11 WOODLAWN. 1917 39TH AVE. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF ALL TRASH & DEBRIS, REMOVE ALL WEEDS & VINES. (HOOKER RUBY D -EST-)

WARD 2

Parcel 2: 0910M-03-034.000. LOTS 16 TO 18 INC BLK 23 MYRTLE RESURVEY. 834 28TH ST. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF ALL TRASH & DEBRIS, REMOVE ALL WEEDS & VINES. (CORNWELL ESTHER M)

Parcel 3: 0910M-03-045.000. LOTS 9 & 10 BLK 19 MYRTLE RESURVEY. 2917 6TH AVE. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF ALL TRASH & DEBRIS, REMOVE ALL WEEDS & VINES. (KESLAR GARY D & REBECCA R)

WARD 3

Parcel 4: 0809M-02-004.037. LOT F FOREST HEIGHTS. 0 TULIP CT. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF ALL TRASH & DEBRIS, REMOVE ALL WEEDS & VINES. (GRIGGS ELIZABETH MCCREE)

- Parcel 5: 0810F-02-084.000. LOTS 28 TO 30 BLK 332 NORTH GULFPORT SUBD SEC 28-7-11. 15146 JEFFERSON ST. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF ALL TRASH & DEBRIS, REMOVE ALL WEEDS & VINES. (GSRAN-Z LLC)
- Parcel 6: 0810F-02-075.001. LOTS 15 & 16 BLK 365 NORTH GULFPORT SECS 27/28-7-11. 15127 JEFFERSON ST. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF ALL TRASH & DEBRIS, REMOVE ALL WEEDS & VINES. (WICKS KRISTY & ASHFORD PERNELL)
- Parcel 7: 0810C-03-056.000. LOTS 9 TO 16 LESS PART TO HWY BLK 153 NORTH GULFPORT SECS 27/28-7-11. HWY 49. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF ALL TRASH & DEBRIS, REMOVE ALL WEEDS & VINES. (HUYNH LOI NGHIA)
- Parcel 8: 0810C-03-057.000. LOTS 7 & 8 LESS PART TO HWY BLK. 153 NORTH GULFPORT SECS. 27/28-7-11. 0 ALABAMA AVE. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF ALL TRASH & DEBRIS, REMOVE ALL WEEDS & VINES. (HUYNH LOI)
- Parcel 9: 0810C-03-028.000. LOTS 1 TO 5 INC BLK 141 NORTH GULFPORT SECS 27/28-7-11. 15162 TYLER ST. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF ALL TRASH & DEBRIS, REMOVE ALL WEEDS & VINES. (PITTMAN JAMES LEE)
- Parcel 10: 0810C-03-013.000. LOTS 5 TO 7 INC BLK 194 NORTH GULFPORT SECS 27/28-7-11. 8289 LOUISIANA AVE. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF ALL TRASH & DEBRIS, REMOVE ALL WEEDS & VINES. (CALDWELL SAMPSON ETAL)
- Parcel 11: 0810D-02-043.000. LOTS 10 & 11 BLK 149 NORTH GULFPORT SECS 27/28-7-11. 0 OHIO AVE. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF ALL TRASH & DEBRIS, REMOVE ALL WEEDS & VINES. (NORTH GULFPORT COMMUNITY LAND)

WARD 4

- Parcel 12: 0909K-02-031.000. LOT 4 BLK 88 GULFPORT BAYOU VIEW 4TH ADD. 28 56TH ST. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF ALL TRASH & DEBRIS, REMOVE ALL WEEDS & VINES. (LABROSSE ROBERT FRED III)

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 4th day of August, 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 uncleanness 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 uncleanness as to be a menace to the public health, safety and welfare of the community are as follows:

- Parcel 1: 0711H-05-017.000. LOTS 29 & 30 & N 16 2/3 FT OF LOT 28 BLK. 11 WOODLAWN. 1917 39TH AVE. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF ALL TRASH & DEBRIS, REMOVE ALL WEEDS & VINES. (HOOKER RUBY D -EST-)
- Parcel 2: 0910M-03-034.000 LOTS 16 TO 18 INC BLK 23 MYRTLE RESURVEY. 834 28TH ST. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF ALL TRASH & DEBRIS, REMOVE ALL WEEDS & VINES. (CORNWELL ESTHER M)
- Parcel 3: 0910M-03-045.000 LOTS 9 & 10 BLK 19 MYRTLE RESURVEY. 2917 6TH AVE. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF ALL TRASH & DEBRIS, REMOVE ALL WEEDS & VINES. (KESLAR GARY D & REBECCA R)
- Parcel 4: 0809M-02-004.037 LOT F FOREST HEIGHTS. 0 TULIP CT. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF ALL TRASH & DEBRIS, REMOVE ALL WEEDS & VINES. (GRIGGS ELIZABETH MCCREE)
- Parcel 5: 0810F-02-084.000 LOTS 28 TO 30 BLK 332 NORTH GULFPORT SUBD SEC 28-7-11. 15146 JEFFERSON ST. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF ALL TRASH & DEBRIS, REMOVE ALL WEEDS & VINES. (GSRAN-Z LLC)

- Parcel 6: 0810F-02-075.001 LOTS 15 & 16 BLK 365 NORTH GULFPORT SECS 27/28-7-11. 15127 JEFFERSON ST. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF ALL TRASH & DEBRIS, REMOVE ALL WEEDS & VINES. (WICKS KRISTY & ASHFORD PERNELL)
- Parcel 7: 0810C-03-056.000 LOTS 9 TO 16 LESS PART TO HWY BLK 153 NORTH GULFPORT SECS 27/28-7-11. HWY 49. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF ALL TRASH & DEBRIS, REMOVE ALL WEEDS & VINES. (HUYNH LOI NGHIA)
- Parcel 8: 0810C-03-057.000 LOTS 7 & 8 LESS PART TO HWY BLK. 153 NORTH GULFPORT SECS. 27/28-7-11. 0 ALABAMA AVE. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF ALL TRASH & DEBRIS, REMOVE ALL WEEDS & VINES. (HUYNH LOI)
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- Parcel 10: 0810C-03-013.000 LOTS 5 TO 7 INC BLK 194 NORTH GULFPORT SECS 27/28-7-11. 8289 LOUISIANA AVE. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF ALL TRASH & DEBRIS, REMOVE ALL WEEDS & VINES. (CALDWELL SAMPSON ETAL)
- Parcel 11: 0810D-02-043.000 LOTS 10 & 11 BLK 149 NORTH GULFPORT SECS 27/28-7-11. 0 OHIO AVE. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF ALL TRASH & DEBRIS, REMOVE ALL WEEDS & VINES. (NORTH GULFPORT COMMUNITY LAND)
- Parcel 12: 0909K-02-031.000 LOT 4 BLK 88 GULFPORT BAYOU VIEW 4TH ADD. 28 56TH ST. CUT & CLEAN THE PROPERTY, REMOVE/HAUL OFF ALL TRASH & DEBRIS, REMOVE ALL WEEDS & VINES. (LABROSSE ROBERT FRED III)

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: Gregory Holmes, Planning Administrator
Urban Development Department

Date: July 23, 2020

Re: **Short form Resubdivision Case 2009PC099:**
Harrison County Development Commission, property owner, requests to divide tax parcel 0909G-01-001.010 into three new parcels zoned I-2 (Heavy industrial): located on Seaway Road, Ward 5.

Subject: Resubdivision of tax parcel number 0909G-01-001.010

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

Please place the attached item on the Council agenda for August 4, 2020.

\$190

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



APPLICATION FOR FINAL PLAT

Property Information

TAX PARCEL #

0	9	0	9	G	-	0	1	-	0	0	1	●	0	1	0
					-			-				●			
					-			-				●			

(If necessary, use separate sheet of paper)

For Staff Use Only

Case File #: 2009PC099Date Received: 14 July 2020

Receipt #: _____

Received By: ESZoning: I-2Ward: 5 Flood: AE, 0.2%Size: 19.83 acresAddress of Property Involved: Seaway RoadLot(s) 9 and 10, Block(s) 2, Subdivision Bernard Bayou Industrial Park

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

Resubdivision of 3 acres to allow for sale

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

Printed Name Of Owner
Harrison County Development Commission

Mailing Address
12281 Intraplex Pkwy

City	State	Zip code
Gulfport	MS	39503

Home Phone	Work/Cell Phone
	228-896-5020

Email
blavers@mscoast.org

Signature Of Owner

Printed Name Of Agent

Mailing Address

City	State	Zip code

Home Phone	Work/Cell Phone

Email

Signature Of Agent

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

☐

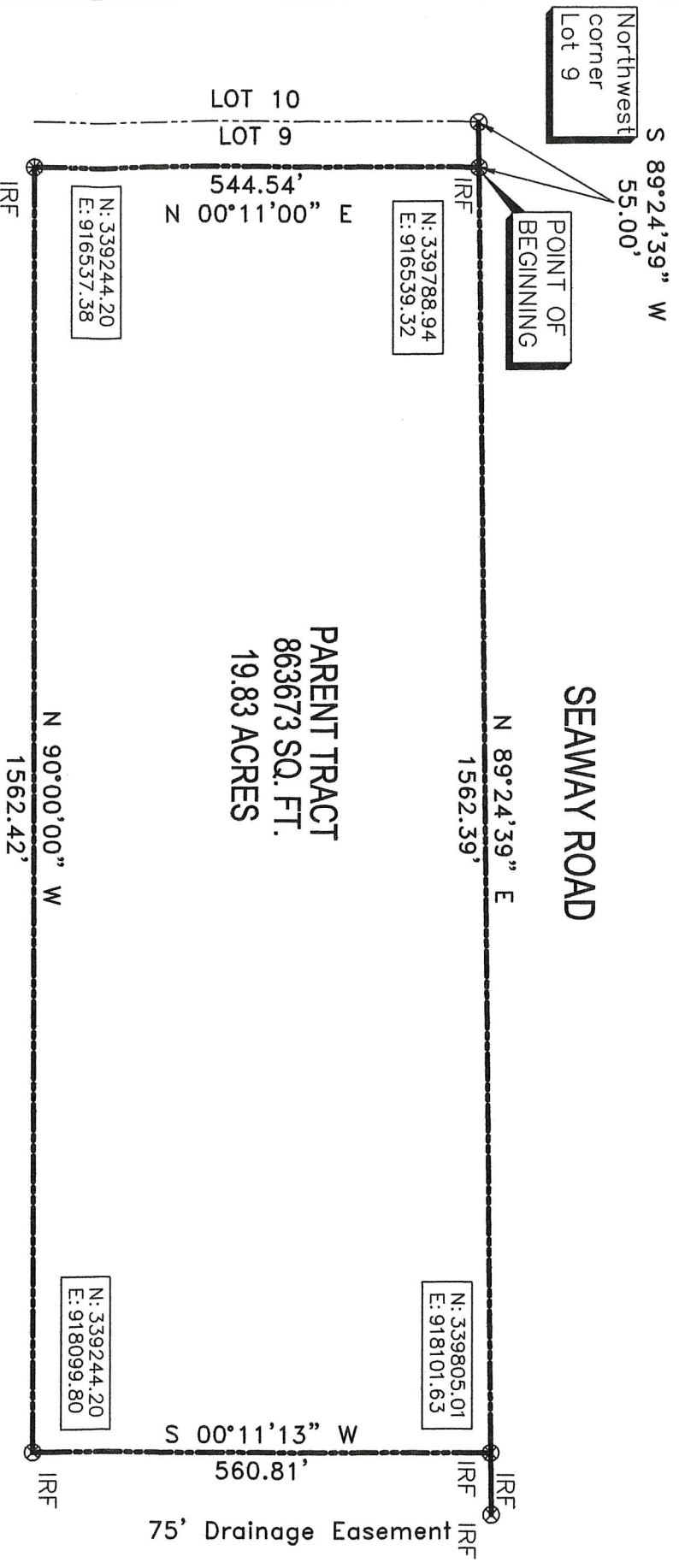
SECTIONS A. THROUGH G. MUST BE SUBMITTED FOR A COMPLETE APPLICATION.

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0909G-01-001.010
RE-SUBDIVISION OF PART OF LOTS 9 AND 10
SUBDIVISION NO. 2, BERNARD BAYOU INDUSTRIAL PARK

SCALE: 1"=200'

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

P=PLAT OF RECORD
M=MEASURED
D=DEED



LEGAL DESCRIPTION
PARENT TRACT
(DB 1664 PG 384)

A parcel of land located in and being a portion of Lots 9 and 10, Subdivision No. 2, Bernard Bayou Industrial District, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

For the Point of Beginning, Commence at an iron rod located 55 feet east of the Northwest corner of said Lot 9, Subdivision No. 2 of Bernard Bayou Industrial District as recorded in Plat Book 25, page 28, said iron rod also being the northeast corner of a 75 foot wide drainage easement and being located on the south right of way of Seaway Road, thence N 89°24'39" E 1562.59 feet along said south right of way of Seaway Road to a point located on the west line of a 75 foot wide drainage easement, thence S 00°11'13" W 560.81 feet along said west line of a 75 foot wide drainage easement, thence West 1562.42 feet to a point located on the east line of a 75 foot wide drainage easement, thence N 00°11'00" E 544.84 feet along said east line of a 75 foot wide drainage easement to the Point of Beginning. Said parcel of land contains 19,820 acres, more or less.

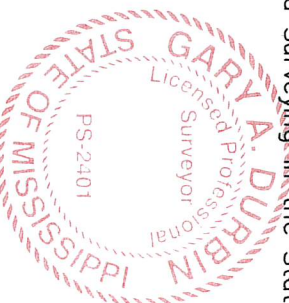
This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

Bearings based on GPS Observation of the south margin of Seaway Road, NAD 83, MS East Zone, convergence angle -0.130449 , scale factor 0.9999960 .

This property is situated in Zone "AE-14" per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0266-G, Revised: 6/16/09.

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

Gary A. Durbin, P.L.S. 2401
Class "B" Survey
August 30, 2019



SHEET 1 OF 3
10629

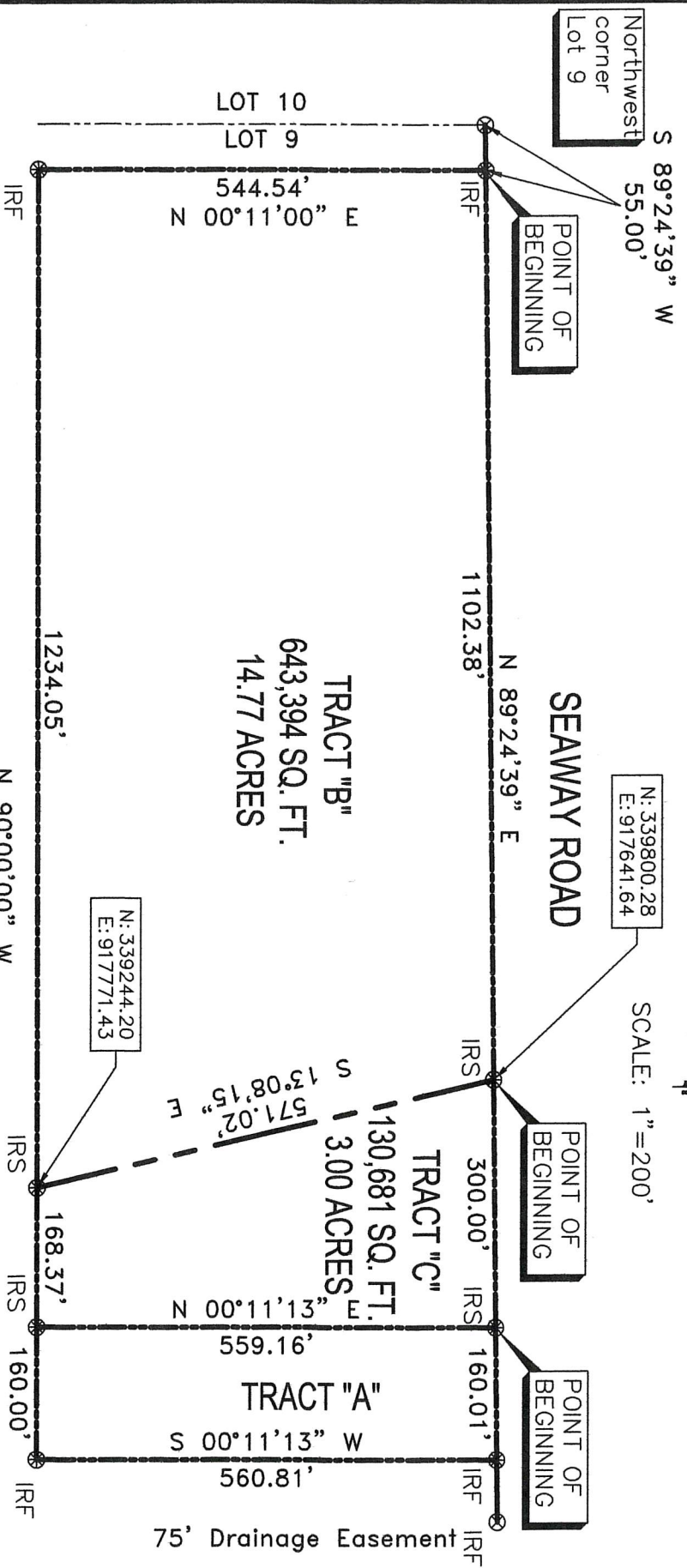
GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
2081 TRAILWOOD DRIVE, BILOXI, MS. 39532
PH. (228) 365-3632

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0909G-01-001.010
RE-SUBDIVISION OF PART OF LOTS 9 AND 10
SUBDIVISION NO. 2, BERNARD BAYOU INDUSTRIAL PARK

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

P=PLAT OF RECORD
M=MEASURED
D=DEED

SCALE: 1"=200'



LEGAL DESCRIPTION
TRACT "A"

A parcel of land located in and being a portion of Lots 9 and 10, Subdivision No. 2, Bernard Bayou Industrial District, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:
Commence at an iron rod located 55 feet east of the Northwest corner of said Lot 9, Subdivision No. 2 of Bernard Bayou Industrial District as recorded in Plat Book 25, page 28, said iron rod also being the northeast corner of a 75 foot wide drainage easement and being located on the south right of way of Seaway Road, thence N 89°24'39" E 1402.38 feet along said south right of way of Seaway Road to an iron rod set and the Point of Beginning, thence N 89°24'39" E 160.01 feet to a point located on the west line of a 75 foot wide drainage easement, thence S 00°11'13" W 560.81 feet along said west line of a 75 foot wide drainage easement, thence West 160.00 feet to an iron rod set, thence N 00°11'13" E 559.16 feet to the Point of Beginning. Said parcel of land contains 89,598 square feet or 2.06 acres, more or less. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per survey by Gary A. Durbin, P.L.S. dated: August 28, 2019.

LEGAL DESCRIPTION
TRACT "B"

A parcel of land located in and being a portion of Lots 9 and 10, Subdivision No. 2, Bernard Bayou Industrial District, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:
Beginning at an iron rod located 55 feet east of the Northwest corner of said Lot 9, Subdivision No. 2 of Bernard Bayou Industrial District as recorded in Plat Book 25, page 28, said iron rod also being the northeast corner of a 75 foot wide drainage easement and being located on the south right of way of Seaway Road, thence N 89°24'39" E 1102.38 feet along said south right of way of Seaway Road to an iron rod set, thence S 13°08'15" E 571.02 feet to an iron rod set, thence West 1234.05 feet to east line of a 75 foot wide drainage easement and an iron rod found, thence N 00°11'00" E 544.54 feet to the Point of Beginning. Said parcel of land contains 643,394 square feet or 14.77 acres, more or less. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per survey by Gary A. Durbin, P.L.S. dated: August 28, 2019.

LEGAL DESCRIPTION
TRACT "C"

A parcel of land located in and being a portion of Lots 9 and 10, Subdivision No. 2, Bernard Bayou Industrial District, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:
Commence at an iron rod located 55 feet east of the Northwest corner of said Lot 9, Subdivision No. 2 of Bernard Bayou Industrial District as recorded in Plat Book 25, page 28, said iron rod also being the northeast corner of a 75 foot wide drainage easement and being located on the south right of way of Seaway Road, thence N 89°24'39" E 1102.38 feet along said south right of way of Seaway Road to an iron rod set and the Point of Beginning, thence N 89°24'39" E 300.00 feet to an iron rod set, thence S 00°11'13" W 559.16 feet, thence West 168.37 feet to an iron rod set, thence N 13°08'15" W 571.02 feet to the Point of Beginning. Said parcel of land contains 130,681 square feet or 3.00 acres, more or less. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per survey by Gary A. Durbin, P.L.S. dated: August 28, 2019.

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

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

This property is situated in Zone "AE-14" per FEMA Flood Insurance Rate Map, City of Gulfport, Harrison County, Mississippi, Community Panel Number 28047C-0266-G, Revised: 6/16/09.

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

Gary A. Durbin, P.L.S. 2401
Class "B" Survey
August 30, 2019
Revised: October 25, 2019
Revised: July 13, 2020



SHEET 2 OF 3 10629

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

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0909G-01-001.010
RE-SUBDIVISION OF PART OF LOTS 9 AND 10
SUBDIVISION NO. 2, BERNARD BAYOU INDUSTRIAL PARK

In accordance with Section 9-48 of the Code of Ordinance (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have reviewed and approved this Final Plat for the Re-subdivision of Parcel #0909G-01-001.010 of land in Lots A and B, Re-subdivision of part of Lots 9 and 10, Subdivision No. 2, Bernard Bayou Industrial Park, City of Gulfport, First Judicial District of Harrison County, Mississippi. The subject property is generally described as being located at Glascock Drive. The ad valorem tax parcel number of the subject property is 0909G-01-001.010. The case file number is _____.

PARENT LEGAL SEE SHEET 1 OF 3

LEGAL DESCRIPTION
TRACT "A"

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LEGAL DESCRIPTION
TRACT "B"

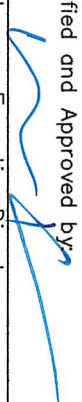
A parcel of land located in and being a portion of Lots 9 and 10, Subdivision No. 2, Bernard Bayou Industrial District, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:
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LEGAL DESCRIPTION
TRACT "C"

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

Ratified and Approved by:


Bill Lavers, Executive Director,
Harrison County Development Commission

This 13 day of July, 2020.

ACKNOWLEDGE

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

This 13 day of July, 2020.

Notary Public

My Commission Expires: _____



PLANNING COMMISSION

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

Keith Williams, Chairman
Gulfport City Planning Commission

Gregory Holmes
Planning Division Administrator

APPROVAL

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

Clerk of Council

President

This re-subdivision plat and certificate of Re-subdivision having been submitted and approved by the Mayor, this _____ day of _____, 2020.

Billy Hewes, Mayor

REVISED: 07/13/2020

SHEET 3 OF 3

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

10629

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: July 24, 2020

Re: Zoning Text Amendment 2004PC043, by City of Gulfport, Amendments to Appendix D - Smartcode, Article 5. - Building-Scale Plans, 5.3 - Specific to Sub-Urban Transect Zone (T3), 5.3.2 Building Configuration (T3)

Planning Commission recommendation: To approve the request.

Motion: Mr. Hewes

Second: Mr. Anthony

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Greg Holmes

Speaking against the Petition: None

On June 25, 2020, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for August 4, 2020.

Technical Report

Zoning Text Amendment

GENERAL INFORMATION

Case File Number: 2004PC043

Hearing Date: June 18, 2020

Current Zoning/Use: Not Applicable

Legal: Zoning Text Amendment 2004PC043, by City of Gulfport, Amendments to Appendix D - Smartcode, Article 5. - Building-Scale Plans, 5.3 - Specific to Sub-Urban Transect Zone (T3), 5.3.2 Building Configuration (T3)

TECHNICAL DETAILS

At the request of the Westside Consolidated Review Committee, this request for a text amendment is intended to remedy both a perceived error in the code and a point of contention between the residences and the regulations. This combined with the minor limitations placed by the proposed regulation, and the Committee felt like this would alleviate some of the repeat requests they receive and grant.

The perceived error in the code is derived from the regulations regarding T3 (Sub-Urban Transect Zone) and one of the Tables in Appendix D. Specifically, the regulations for front yard encroachments in the T3 section of the code was listed as "[Reserved]" for future use when the code was adopted. This section of the code gives no authorization or restrictions on porches or other encroachments into the required setback as found in the other zones. In contrast, a table in the Article 6 indicates that they are allowed and have a minimum depth.

This proposed amendment seeks to clear up this discrepancy and allow a minimum and a maximum encroachment as found in other zones, while adding a minor restriction that should keep porches in harmony with the neighborhood.

DIRECTOR APPROVAL

This report has been reviewed and approved by:

Greg Pietrangelo
Director of Urban Development Department

12/12



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

APPLICATION FOR ZONING TEXT AMENDMENT

For Staff Use Only

Case File #: _____

Date Received: _____

Receipt #: _____

Received By: _____

Zoning: _____

Ward: _____ Flood: _____

GENERAL DESCRIPTION OF REQUEST: (If necessary, attach a separate sheet of paper detailing the purpose of the request.)

Amendment to the City's Smartcode to allow for front porches to be constructed in

the required setback in T3 zones.

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

City of Gulfport

Printed Name Of Owner
1410 24th Ave

Mailing Address

Gulfport MS 39501

City State Zip code
228-868-5700

Home Phone Work/Cell Phone

Email

Signature Of Owner

Printed Name Of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature Of Agent

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



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

CITY OF GULFPORT PLANNING COMMISSION

2004PC043

TRANSCRIPT OF TAPE RECORDED REMOTE HEARING

June 25, 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 25TH DAY OF
JUNE 2020 COMMENCING AT 4:30 P.M. AND TRANSCRIBED BY
NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

COMMISSION MEMBERS PRESENT:

KEITH WILLIAMS, President
VIRGINIA ADOLPH
WILLIAM "PRINCE" JONES
CHARLIE HEWES
JOHN ANTHONY
HAROLD SPANN
TIMOTHY DAIGLE, JR.
COLETTE TOWLES
B.J. SELLERS

STAFF PRESENT:

GREG HOLMES
MATILDA WELCH
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. Zoning Map Amendment 2004PC043

9 MR. LONG: Good afternoon, Mr. Chairman.
10 Zoning Text Amendment 2004PC043 has been duly and timely
11 noticed as required by law. The applicant requests
12 amendments to Appendix D - Smart Code Article 5 - Building
13 Scale plans, 5.3 - Specific to Suburban Transect Zone T3,
14 5.3.2 Building Configuration T3.

15 A copy of the packet considered is hereby
16 offered into the record.

17 MR. WILLIAMS: Thank you, sir.

18 Greg, are you going to educate us on this
19 one?

20 MR. HOLMES: Basically, what you have before
21 you is a correction in the Smart Code. Porches and awnings,
22 the encroachments now have been allowed in T4+ and T4L.
23 What's been happening in Smart Code, the CRC has been
24 hearing cases under T3 and granting warrants which are like
25 variances for this.

1 So what happened was, they sat down with
2 staff and decided they would give us time in the text
3 amendment to correct it to match the rest of the code.

4 All this is is basically like an exception to
5 allow porches, awnings to encroach 50 percent into the
6 setback, and we basically put a maximum on it of no more
7 than ten feet because in the Smart Code most of the other
8 zones had minimums and maximums. The T3 only had that 20
9 foot setback, so it only has the minimum, it has no maximum.
10 And basically the ten foot prevents the porches from being
11 super large.

12 But all this is is really a correction. The
13 other residential zones already have this, and like I said,
14 the CRC already has granted warrants to allow this. So we
15 just want to catch up to the code, correct this little gap,
16 and try to make it fair for everybody.

17 MR. WILLIAMS: All right. Any questions for
18 Greg while he's here?

19 MR. ANTHONY: I knew this would help, this
20 would particularly help I'm guessing with a lot of
21 paperwork, time, hours, and stuff that the staff has to go
22 through just by going ahead if we implement this here it
23 would save time with the city and dollars as far as the time
24 it takes to do the grants and approvals.

25 MR. HOLMES: It would, but also something we

1 do behind the scenes, too, when for example we monitor every
2 year how many variances we hear and we look at the types of
3 cases. When we notice we handle a particular case a lot, we
4 need to reassess why so many people are asking for that type
5 of variance. And that's the case with this. People ask for
6 this a lot. We already grant this in a T4+, T4L. So it's
7 only naturally fair that we allow it in a T3, too. We
8 already grant warrants for it, so it's just we need to
9 correct it and make it fair.

10 MR. WILLIAMS: Appreciate y'all keeping up
11 with that.

12 Any other questions?

13 All right. Thank you, sir. Appreciate it.

14 Anyone here tonight want to speak on this,
15 either for or against it?

16 Commissioners, any further questions of the
17 staff on this? If not, I'll take a motion.

18 MR. HEWES: Mr. Chair, I move that we accept
19 the resolution for text amendment for Case Number 2004PC043.

20 MR. WILLIAMS: Thank you, sir.

21 (No sound for second to the motion.)

22 MR. WILLIAMS: Got a motion and a second.
23 Any further discussion? If not, all those in favor signify
24 by saying aye. Any opposed? All right. That passes.
25 Thank you.

Ad Order Information

<u>Ad Number</u>	<u>Ad Type</u>	<u>Production Method</u>	<u>Production Notes</u>
0004664153-01	BLX-Legal Liner	AdBooker	

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

<u>Ad Size</u>	<u>Color</u>
1 X 40 li	

<u>Product</u>	<u>Placement</u>	<u>Times Run</u>	<u>Schedule Cost</u>
BLX- SunHerald	0300 - Legals Classified	1	\$26.64

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

Run Dates
06/10/2020

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, June 25th, 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.

Zoning Text Amendment 2004PC043, by City of Gulfport, Amendments to Appendix D - Smartcode, Article 5. - Building-Scale Plans, 5.3 - Specific to Sub-Urban Transect Zone (T3), 5.3.2 Building Configuration (T3)

Planning Commission Approval 2006PC058, by agent Priscilla Fleming, tax parcel 0711K-02-048.000, Request home occupation of event planning and designing, 1208 Mills Ave, Zoned R-2 (Single-family), Ward 1

Planning Commission Approval 2006PC059, by agent Keith Dunlap, tax parcel 0711I-02-135.000, Request home occupation for audio/video/network installer, 1401 Lewis Ave, Zoned R-1-7.5 (Single-family), Ward 1
This the 3rd day of June 2020
Keith Williams, Chairman
City of Gulfport Planning Commission

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 the _____ day of _____, 2020.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL TEXT OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF GULFPORT, MISSISSIPPI ADOPTED THE 29TH DAY OF JUNE, 1979, AS AMENDED, AND THE SMARTCODE ORDINANCE OF THE CITY OF GULFPORT ADOPTED THE 13TH DAY OF FEBRUARY, 2007 (ORDINANCE NO. 2522), AS AMENDED, APPENDIX D - SMARTCODE, ARTICLE 5. - BUILDING-SCALE PLANS, 5.3 - SPECIFIC TO SUB-URBAN TRANSECT ZONE (T-3)

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, that the text of the Comprehensive Zoning Ordinance, to add text amendments to the existing Comprehensive Zoning Ordinance. The case file number 2004PC043.

In appendix D – Smartcode, Article 5. - Building-Scale Plans, 5.3 -Specific to sub-urban transect zone (T-3)

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

SECTION 1: That the Official text 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 read as follows under appendix D – Smartcode, Article 5. - Building-Scale Plans, 5.3 -Specific to sub-urban transect zone (T-3)

EXISTING:
5.3.2

b. ~~[RESERVED]~~

AMEND TO READ:

5.3.2

b. *Open porches and awnings may encroach up to 50% of the depth of the Setback as long as no front porch encroachment can be used to create a porch greater than 10 feet in depth measured from the continuous front façade line.*

SECTION 2: 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 should it pass unanimously and this ordinance shall be in full force and effect from and after its passage, but shall nevertheless be published and enrolled as provided by law.

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

YEAS: ABSTENTIONS: ABSENCES: NAYS:

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

(SEAL:)

ATTEST:

ADOPT:

CLERK OF THE COUNCIL

PRESIDENT

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

BILLY HEWES, Mayor

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 Ordinance:

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE SALARY OF COMPENSATION FOR CERTAIN EMPLOYEES OF THE CITY OF GULFPORT, MISSISSIPPI, AND FOR RELATED PURPOSES

WHEREAS, Mississippi Code Annotated Section 21-8-21(2) provides and requires that “[e]very officer or employee of the municipality shall receive such a salary of compensation as the council shall by ordinance provide, and the salary compensation of all employees of such municipality shall be fixed by council from time to time, as occasion may demand;” and

WHEREAS, the salary of compensation for the employees holding the positions of “Seasonal Cashier”, “Seasonal Customer Service Attendant”, and “Seasonal Lead Customer Attendant” in the Department of Leisure Services shall fall within the range set for Grade 100, \$16,904.46 through \$24,101.72; and

WHEREAS, the salary of compensation as set out herein is in accord with the grade schedule of the City of Gulfport.

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

SECTION 1. That the matters and things set forth in the above preamble are hereby accepted as stated as the findings of the Gulfport City Council.

SECTION 2. That the salaries of compensation for the employees holding the position outlined in the preamble hereto shall be within the range provided in the preamble hereto.

SECTION 3. That those employees employed by the city on or before September 30, 2009, shall continue to receive Longevity Pay and Education Pay (at the rate and in accord with the policies governing the same (which are hereby incorporated herein by reference and made effective hereby) in effect on September 30, 2009) to the extent that they are otherwise eligible for that pay and those noted employees entitled to a Cost of Living Adjustment (COLA) per prior budget adoptions shall continue to receive the COLA in addition to the base pay salaries of compensation set forth herein.

SECTION 4. This ordinance shall be in full force and effect thirty (30) days after the date of passage, except where it should pass unanimously in which case, for the safety and benefit of the City, it shall go into effect immediately. It shall be published according to law and shall be spread on the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT/ABSTAIN

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

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 AGREEMENT BETWEEN THE GULFPORT SCHOOL DISTRICT AND
THE CITY OF GULFPORT, MISSISSIPPI, CONCERNING REIMBURSEMENT FOR
LAW ENFORCEMENT SERVICES, AUTHORIZE THE MAYOR TO EXECUTE THE
SAME ON BEHALF OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES**

WHEREAS, the Gulfport School district has expressed a desire to secure Law Enforcement Officers Training Academy-certified police protection from the City of Gulfport Police Department to work in designated Gulfport School District schools located in the City of Gulfport, Mississippi; and

WHEREAS, the Gulfport School District and the City of Gulfport, Mississippi, desire to enter into an Agreement pursuant to the provisions of Miss. Code Ann. Section 21-19-4(2), as amended, which provides that a municipality and its police department may contract with the school board of any school district to provide such protection “on such terms and for such reimbursement as the school district and the entity may agree in their discretion”; and

WHEREAS, the Agreement between the Gulfport School District and the City of Gulfport, Mississippi, Concerning Reimbursement for Law Enforcement Services (“the Agreement”) attached hereto as Exhibit “A” provides that the City of Gulfport, by and through its Police Department, shall, during the term hereof and under the conditions set forth in this Agreement, provide up to seven (7) police officers, which shall include one (1) supervisor, to the School District, upon payment of certain fees from the Gulfport School District to the City of Gulfport under the terms and conditions set forth in this Agreement; and

WHEREAS, the Agreement 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 Agreement be and the same is hereby approved and the Mayor be and he is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

Section 3. That the execution, delivery and performance under the Agreement are in the best interest of the City.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR

COUNTY OF HARRISON

STATE OF MISSISSIPPI

**AGREEMENT BETWEEN THE GULFPORT SCHOOL DISTRICT AND THE CITY OF GULFPORT, MISSISSIPPI,
CONCERNING REIMBURSEMENT FOR LAW ENFORCEMENT SERVICES**

WHEREAS, the Gulfport School district has expressed a desire to secure Law Enforcement Officers Training Academy-certified police protection from the City of Gulfport Police Department to work in designated Gulfport School District schools located in the City of Gulfport, Mississippi; and

WHEREAS, the Gulfport School District and the City of Gulfport, Mississippi, desire to enter into an Agreement pursuant to the provisions of Miss. Code Ann. Section 21-19-4(2), as amended, which provides that a municipality and its police department may contract with the school board of any school district to provide such protection “on such terms and for such reimbursement as the school district and the entity may agree in their discretion”; and

WHEREAS, the purpose of this Agreement is to provide that the city of Gulfport, by and through its Police Department, shall, during the term hereof and under the conditions set forth in this Agreement, provide up to seven (7) police officers, which shall include one (1) supervisor, to the Gulfport School District, upon payment of certain fees from the Gulfport School District to the City of Gulfport under the terms and conditions set forth in this Agreement.

FOR AND IN CONSIDERATION of the mutual benefits and advantages each to the other as set forth herein, the Gulfport School District (GSD) and the City of Gulfport, Mississippi (City) (collectively, the Parties), (hereby acting by and through their respective Governing Authorities, agree as follows:

Section 1: Authority. The Parties agree that this Agreement is entered into pursuant to authority found at Miss. Code Ann. Section 21-19-49(2), as amended.

Section 2. Administration. This Agreement will be administered in accordance with the terms and conditions set forth herein by the Gulfport School District, under the direction of its Superintendent, and the City of Gulfport by and through its Police Department, under the Direction of its Mayor and Police Chief, all as more detailed in this Agreement.

Section 3. Law Enforcement Services. The City, by and through its police Department, shall provide up to seven (7) uniformed police officers, which shall include one (1) Supervisor, all certified as law enforcement officers by the Board on Law Enforcement Officers Standards and Training, who shall serve as School Resource Officers and said officers' uniforms shall bear the customary marking indicating that they are officers of the Gulfport Police Department. The Parties understand that the City will endeavor to provide the full number of officers provided for herein; however, the Parties also recognize that, from time to time, there may be instances where the City is not able to do so. The Services to be provided by the City, by and through its Police Department, to GSD under this Agreement shall include, but are not limited to, the following:

- A. Promote positive relationships with students.
- B. Perform duties of a law enforcement officer to address criminal misconduct on school property and events (i.e., shall be made aware of and handle all on-campus criminal activity).
- C. Assist with patrolling school grounds to help in preventing illegal entry onto school grounds.
- D. Work closely with school principal in the coordination of safety programs.
- E. The School Resource Officer (SRO) shall not utilize their police authority to serve as a school disciplinarian, as an enforcer of school regulations, or in place of school-based mental health providers, and the SRO shall not use police powers to address traditional school discipline issues, including non-violent disruptive behavior.

Section 4. Cost of Law Enforcement Services. The GSD shall pay to the City for the law enforcement services to be rendered under this Agreement, the amount of \$275,134.58 annually for up to six (6) police officers and one (1) Supervisor. Two officers will be assigned to the high school, one officer will be assigned to each middle school and the remaining officers will provide response to the elementary schools. The GSD also agrees to pay for any overtime generated by sporting events or as requested by the Superintendent's or Principal's office. The Gulfport Police Department shall assess each school event to determine the amount of law enforcement officers to be present. The GSD understands and agrees that should a Gulfport police officer/supervisor assigned as a School Resource Officer (SRO) be promoted and/or receive any pay increase during the term of this Agreement, that such increase in pay shall be the responsibility of the GSD over and above the amount set forth above. The GSD further understands and agrees that should a police officer/supervisor assigned as an SRO be replaced by another qualified police officer/supervisor that holds a higher rank during the term of this Agreement, that such increase in pay shall be the responsibility of the GSD over and above the amount set forth above. Payments shall be made by the GSD to the City of Gulfport based on services rendered.

Section 5. Term of Agreement. This Agreement shall commence on August 5, 2020, and shall remain in full force for a period of one (1) year with an option of annual renewals upon the mutual agreement of both parties in writing, so long as the option is exercised by both parties prior to the termination of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notification to the other party.

Section 6. Amendment of this Agreement. This Agreement may be amended by the mutual written consent of the parties.

IN WITNESS WHEREOF, the parties hereto, by and through the appropriate officials, do hereby set and subscribe their signature by and on behalf of the Gulfport School District and the City of Gulfport, Mississippi.

THIS THE ____ DAY OF _____, 2020.

CITY OF GULFPORT, MISSISSIPPI

BILLY HEWES, MAYOR

ATTEST:

Gerard Bellocq, CITY CLERK

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the ____ day of _____, 2020, BILLY HEWES and GERARD BELLOCQ, who acknowledged before me that they are the duly elected Mayor and duly serving City Clerk of the City of Gulfport, Mississippi, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the City of Gulfport, Mississippi, having been first duly authorized so to act by Resolution of the City Council and Mayor of the City of Gulfport.

NOTARY PUBLIC

My Commission Expires:

WITNESS OUR SIGNATURES as duly authorized for and on behalf of the Gulfport School District on the date indicated below.

THIS THE ____ DAY OF _____, 2020.
GULFPORT SCHOOL DISTRICT

_____, PRESIDENT
GULFPORT SCHOOL BOARD

ATTEST:

BOARD SECRETARY

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the ____ day of _____, 2020, _____ and _____, who acknowledged before me that they are the duly serving President and Clerk of the Gulfport School Board, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the Gulfport School Board, having been first duly authorized so to act by Resolution of the Gulfport School Board.

NOTARY PUBLIC

My Commission Expires:

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 AGREEMENT BETWEEN THE HARRISON COUNTY SCHOOL
DISTRICT AND THE CITY OF GULFPORT, MISSISSIPPI, CONCERNING
REIMBURSEMENT FOR LAW ENFORCEMENT SERVICES, AUTHORIZE THE
MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF GULFPORT,
AND FOR RELATED PURPOSES**

WHEREAS, the Harrison County School district has expressed a desire to secure Law Enforcement Officers Training Academy-certified police protection from the City of Gulfport Police Department to work in designated Harrison County School District schools located in the City of Gulfport, Mississippi; and

WHEREAS, the Harrison County School District and the City of Gulfport, Mississippi, desire to enter into an Agreement pursuant to the provisions of Miss. Code Ann. Section 21-19-4(2), as amended, which provides that a municipality and its police department may contract with the school board of any school district to provide such protection “on such terms and for such reimbursement as the school district and the entity may agree in their discretion”; and

WHEREAS, the Agreement between the Harrison County School District and the City of Gulfport, Mississippi, Concerning Reimbursement for Law Enforcement Services (“the Agreement”) attached hereto as Exhibit “A” provides that the City of Gulfport, by and through its Police Department, shall, during the term hereof and under the conditions set forth in this Agreement, provide up to five (5) police officers, which shall include one (1) supervisor, to the School District, upon payment of certain fees from the Harrison County School District to the City of Gulfport under the terms and conditions set forth in this Agreement; and

WHEREAS, the Agreement 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 Agreement be and the same is hereby approved and the Mayor be and he is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

Section 3. That the execution, delivery and performance under the Agreement are in the best interest of the City.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR

COUNTY OF HARRISON

STATE OF MISSISSIPPI

**AGREEMENT BETWEEN THE HARRISON COUNTY SCHOOL DISTRICT AND THE CITY OF GULFPORT,
MISSISSIPPI, CONCERNING REIMBURSEMENT FOR LAW ENFORCEMENT SERVICES**

WHEREAS, the Harrison County School district has expressed a desire to secure Law Enforcement Officers Training Academy-certified police protection from the City of Gulfport Police Department to work in designated Harrison County School District schools located in the City of Gulfport, Mississippi; and

WHEREAS, the Harrison County School District and the City of Gulfport, Mississippi, desire to enter into an Agreement pursuant to the provisions of Miss. Code Ann. Section 21-19-4(2), as amended, which provides that a municipality and its police department may contract with the school board of any school district to provide such protection “on such terms and for such reimbursement as the school district and the entity may agree in their discretion”; and

WHEREAS, the purpose of this Agreement is to provide that the City of Gulfport, by and through its Police Department, shall, during the term hereof and under the conditions set forth in this Agreement, provide up to five (5) police officers, which shall include one (1) supervisor, to the Harrison County School District, upon payment of certain fees from the Harrison County School District to the City of Gulfport under the terms and conditions set forth in this Agreement.

FOR AND IN CONSIDERATION of the mutual benefits and advantages each to the other as set forth herein, the Harrison County School District (HCSD) and the City of Gulfport, Mississippi (City) (collectively, the Parties), (hereby acting by and through their respective Governing Authorities, agree as follows:

Section 1: Authority. The Parties agree that this Agreement is entered into pursuant to authority found at Miss. Code Ann. Section 21-19-49(2), as amended.

Section 2. Administration. This Agreement will be administered in accordance with the terms and conditions set forth herein by the Harrison County School District, under the direction of its Superintendent, and the City of Gulfport by and through its Police Department, under the Direction of its Mayor and Police Chief, all as more detailed in this Agreement.

Section 3. Law Enforcement Services. The City, by and through its Police Department, shall provide up to five (5) uniformed police officers, which shall include one (1) Supervisor, all certified as law enforcement officers by the Board on Law Enforcement Officers Standards and Training, who shall serve as School Resource Officers and said officers' uniforms shall bear the customary marking indicating that they are officers of the Gulfport Police Department. The Parties understand that the City will endeavor to provide the full number of officers provided for herein; however, the Parties also recognize that, from time to time, there may be instances where the City is not able to do so. The Services to be provided by the City, by and through its Police Department, to HCSD under this Agreement shall include, but are not limited to, the following:

- A. Promote positive relationships with students.
- B. Perform duties of a law enforcement officer to address criminal misconduct on school property and events (i.e., shall be made aware of and handle all on-campus criminal activity).
- C. Assist with patrolling school grounds to help in preventing illegal entry onto school grounds.
- D. Work closely with school principal in the coordination of safety programs.
- E. The School Resource Officer (SRO) shall not utilize their police authority to serve as a school disciplinarian, as an enforcer of school regulations, or in place of school-based

mental health providers, and the SRO shall not use police powers to address traditional school discipline issues, including non-violent disruptive behavior.

Section 4. Cost of Law Enforcement Services. The HCSD shall pay to the City for the law enforcement services to be rendered under this Agreement, the amount of \$259,075.91 annually for up to four (4) police officers and one (1) Supervisor. One officer will be assigned to the middle school, one officer to the alternative school and the remaining officers will be assigned, as needed. The HCSD also agrees to pay for any overtime generated by sporting events or as requested by the Superintendent's or Principal's office. The Gulfport Police Department shall assess each school event to determine the amount of law enforcement officers to be present. The HCSD understands and agrees that should a Gulfport police officer/supervisor assigned as a School Resource Officer (SRO) be promoted and/or receive any pay increase during the term of this Agreement, that such increase in pay shall be the responsibility of the HCSD over and above the amount set forth above. The HCSD further understands and agrees that should a police officer/supervisor assigned as an SRO be replaced by another qualified police officer/supervisor that holds a higher rank during the term of this Agreement, that such increase in pay shall be the responsibility of the HCSD over and above the amount set forth above. Payments shall be made by the HCSD to the City of Gulfport based on services rendered.

Section 5. Term of Agreement. This Agreement shall commence on August 5, 2020, and shall remain in full force for a period of one (1) year with an option of annual renewals upon the mutual agreement of both parties in writing, so long as the option is exercised by both parties prior to the termination of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notification to the other party.

Section 6. Amendment of this Agreement. This Agreement may be amended by the mutual written consent of the parties.

IN WITNESS WHEREOF, the parties hereto, by and through the appropriate officials, do hereby set and subscribe their signature by and on behalf of the Harrison County School District and the City of Gulfport, Mississippi.

THIS THE ____ DAY OF _____, 2020.

CITY OF GULFPORT, MISSISSIPPI

BILLY HEWES, MAYOR

ATTEST:

Gerard Bellocq, CITY CLERK

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the ____ day of _____, 2020, BILLY HEWES and GERARD BELLOCQ, who acknowledged before me that they are the duly elected Mayor and duly serving City Clerk of the City of Gulfport, Mississippi, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the City of Gulfport, Mississippi, having been first duly authorized so to act by Resolution of the City Council and Mayor of the City of Gulfport.

NOTARY PUBLIC

My Commission Expires:

WITNESS OUR SIGNATURES as duly authorized for and on behalf of the Harrison County School District on the date indicated below.

THIS THE ____ DAY OF _____, 2020.
HARRISON COUNTY SCHOOL DISTRICT

_____, PRESIDENT
HARRISON COUNTY SCHOOL BOARD

ATTEST:

BOARD SECRETARY

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the ____ day of _____, 2020, _____ and _____, who acknowledged before me that they are the duly serving President and Clerk of the Harrison County School Board, and that they did sign, execute and deliver the above and foregoing instrument in writing on the date and for the purpose therein stated in the name of and for and in behalf of the Harrison County School Board, having been first duly authorized so to act by Resolution of the Harrison County School Board.

NOTARY PUBLIC

My Commission Expires:

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 AGREEMENT FOR SHELTERING SERVICES BETWEEN THE CITY OF GULFPORT, MISSISSIPPI, AND THE HUMANE SOCIETY OF SOUTH MISSISSIPPI; TO AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, pursuant to authority granted by Section 21-19-9, Miss Code Ann. (1972, as amended), from time to time, has adopted certain and various municipal ordinances regarding “animal control” within the city limits of the City of Gulfport and, in the enforcement of said ordinances may cause certain animals found to be running at large to be impounded and sold to discharge the costs and penalties provided for the violation of such regulations and the expense of impounding and keeping and selling the same; and pet overpopulation is tragic, complex and expensive to manage; and

WHEREAS, the City of Gulfport is further authorized by the aforementioned code section to “provide for the erection of all needful pens, pounds, and buildings for the use of the municipality...and to appoint and confirm keepers thereof”; and

WHEREAS, the City of Gulfport is further authorized by the aforementioned code section, as set forth in Attorney General opinions interpreting the same (Dunbar 2000 WL 120481), to contract with a local humane shelter to provide services that would otherwise be provided at/by a “city pound”; and

WHEREAS, pursuant to the aforementioned authority, the City of Gulfport desires to enter into such a contract with the Humane Society of South Mississippi, a Mississippi non-profit corporation, to provide the services that would otherwise be provided at/by a “City pound” as is more fully set forth in the AGREEMENT FOR SHELTERING SERVICES BETWEEN THE CITY OF GULFPORT, MISSISSIPPI, AND THE HUMANE SOCIETY OF SOUTH MISSISSIPPI which is attached hereto as Exhibit “A”.

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

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

SECTION 2. That the AGREEMENT FOR SHELTERING SERVICES BETWEEN THE CITY OF GULFPORT, MISSISSIPPI, AND THE HUMANE SOCIETY OF SOUTH MISSISSIPPI be and it is hereby approved in the form as is found in Exhibit “A” to this resolution, and the Mayor be and he is hereby authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

MAYOR

STATE OF MISSISSIPPI

COUNTY OF HARRISON

FIRST JUDICIAL DISTRICT

**AGREEMENT FOR SHELTERING SERVICES
BETWEEN
THE CITY OF GULFPORT, MISSISSIPPI
AND
THE HUMANE SOCIETY OF SOUTH MISSISSIPPI**

THIS AGREEMENT, made and entered into this the 01 day of September, 2020, at Gulfport, Mississippi, by and between the City of Gulfport, Mississippi, acting by and through its Mayor and City Council (“the Governing Authority”), hereinafter referred to as “City”, and the Humane Society of South Mississippi, a Mississippi non-profit corporation, hereinafter referred to as “HSSM” with its principal place of business at 2615 25th Avenue, Gulfport, MS 39501, for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESS THAT:

WHEREAS, the city of Gulfport, pursuant to authority granted by Section 21-19-9, Miss. Code Ann. (1972, as amended), from time to time, has adopted certain and various municipal ordinances regarding “animal control” within the city limits of the City of Gulfport and, in the enforcement of the said ordinances, may cause certain animals found to be running at large to be impounded and sold to discharge the costs and penalties provided for the violation of such regulations and the expense of impounding and keeping and selling the same; and

WHEREAS, the City of Gulfport is further authorized by Section 21-19-9, Miss Code Ann. (1972, as amended), to “provide for the erection of all needful pens, pounds, and buildings for the use of the municipality... and to appoint and confirm keepers thereof”; and

WHEREAS, the city of Gulfport is further authorized by Section 21-19-9, Miss Code Ann (1972, as amended), as set forth in Attorney General Opinions interpreting same (Dunbar, 2000 WL 1207481 (Miss. A.G.)), to contract with a local humane shelter to provide services that would otherwise be provided at/by a “city pound” (for example, to impound, keep and sell dogs which municipal law enforcement officers find running at large in the course and scope of their duties in enforcing ordinances); and

WHEREAS, pursuant to the aforementioned authority, the City of Gulfport desires to enter into such a contract with the Humane Society of South Mississippi, a Mississippi non-profit corporation, to provide the services that would otherwise be provided at/by a “city pound” as more fully set forth in the foregoing paragraph and as more fully set forth herein.

Now, therefore, let it be resolved that the CITY OF GULFPORT, MISSISSIPPI, a municipal corporation, and the HSSM does hereby mutually agree as follows:

1. **ANIMAL SHELTER SERVICES.** HSSM agrees to accept and shelter animals properly delivered by animal control officers and /or law enforcement personnel acting under the authority of the Chief of Police (hereinafter collectively referred to as “animal control officers”) of the City at the HSSM shelter located at 2615 25th Avenue in Gulfport, Mississippi (hereinafter referred to as “the shelter”).

In accord with applicable statues and ordinances, HSSM agrees to hold these animals and provide them with shelter, care, food and water. At the conclusion of the applicable holding period as established by state statute, municipal ordinance or this agreement, if an animal has not been claimed by its owner, HSSM agrees to take ownership of said animals and further agrees to provide adoption services for said animals, and, if necessary, at the sole discretion of HSSM, to provide humane euthanasia services and sanitary disposal of remains as needed in accordance with applicable state and local statutes, laws and ordinances. The only animals accepted as a stray no hold at no charge are stray puppies and kittens that are 3 months of age or younger.

2. **TERM.** The term of this Agreement shall commence on September 01, 2020 and terminate on August 31, 2023. Hither party may terminate the Agreement, with cause upon thirty (30) days written notice to the other party, and without cause, upon ninety (90) days written notice to the other party. It is further expressly understood and acknowledged that the City’s governing authority cannot bind its successors in office and that the governing authority which assumes office in August 2020 may void this Agreement as permitted by law. If this Agreement is terminated after the start of a month but before the month’s end; monies owed by the City to HSSM for that period of time shall be calculated by taking the monthly payment set forth herein and dividing it by the number of days of the month to obtain a per day amount for that particular month and then multiplying the per day amount by the number of days of service provided under this agreement up to the effective date of termination.

3. **DELIVERY OF ANIMALS.** The City agrees to deliver animals to the HSSM by physically transporting the animals to the shelter and placing said animals into cages, pens, or other containment areas as directed by the shelter staff of HSSM. HSSM agrees that shelter staff shall accomplish any data entry required upon delivery of an animal in Petpoint or other similar tracking software or online program as may be utilized by HSSM. City shall be given access to Petpoint or other similar tracking software or online program as may be utilized by HSSM. HSSM and the City agree that record keeping, for purposes of the City, shall be as set forth elsewhere herein (see Paragraph 10).

4. **BITE AND COURT CASE ANIMALS.** HSSM agrees to accept from animal control officers of the City those animals alleged to have bitten a person (hereinafter “bite animals”) and to accept animals that are ordered held and seized by a court of competent jurisdiction (hereinafter “court case animals”). HSSM shall hold bite animals for a period of ten (10) days and court case animals for a period of up to forty (40) days unless a longer period is ordered by the court, in which case documentation of such

court order shall be provided by the City to HSSM within forty-eight (48) hours of issuance by the court. The City shall compensate HSSM \$13.00 per animal per day for bite animals and court case animals. Billing for such animals shall be included on the monthly statement required elsewhere herein. HSSM shall accept no more than twenty-two (22) bite animals or court case animals at one time from all entities served. Once the maximum number of bite animals or court case animals is achieved, no further bite animals or court case animals will be accepted for sheltering from an entity served. Disposition of unclaimed bite animals and court case animals, after the applicable holding period is left to the sole discretion of HSSM. Nothing in this paragraph shall be construed to prohibit the City from holding bite animals and court case animals at a location other than HSSM.

5. **PAYMENT.** For and in consideration of the services rendered herein, the City shall pay to HSSM the annual 2021 sum of \$174,500.00, payable in twelve (12) monthly installments of \$14,541.67 from September 2020 to August 2021 during the term of this Agreement. The City shall pay to HSSM the annual 2022 sum of \$188,400.00, payable in twelve (12) monthly installments of \$15,700.00 from September 2021 to August 2022 during the term of this Agreement. The City shall pay to HSSM the annual 2023 sum of \$202,800.00, payable in twelve (12) monthly installments of \$16,900.00 from September 2022 to August 2023 during the term of this Agreement. HSSM shall bill the City monthly and payment shall be made within thirty 30 days of monthly billing by HSSM and shall be in arrears (e.g., payment for September services shall be due at the end of October.) Payments shall be delivered to HSSM by the City to 2615 25th Avenue, Gulfport, MS 39501, by hand or by mail, first class, postage prepaid. The monthly bill shall include that information set forth in Exhibit “A” hereto. The monthly payment amount due from Gulfport is subject to reduction as allowed elsewhere herein (including, but not limited to, fees collected when an owner claims his/her animal during the applicable holding period).

6. **VETERINARY CARE.** The City understands and acknowledges that HSSM is unable to provide emergency veterinary care of animals twenty-four (24) hours per day, seven (7) days per week, and that the responsibility for providing emergency veterinary care for animals delivered after normal business hours (currently Monday- Friday, between 7:30AM and 4:30PM) rests solely with the City of Gulfport. During non-business hours, life-saving emergency veterinary care, to the extent same is required, shall be provided by the City prior to the delivery of said animal to HSSM. No animal shall be brought to the shelter injured or suffering during non-business hours. Should the City deliver such an animal during non-business hours, such, at the discretion of HSSM, may provide grounds for termination of this agreement. The City shall only pay for required veterinary services rendered to an animal, during the requisite holding period, delivered to HSSM by the City and held by HSSM pursuant to this agreement, which have been authorized in advance and in writing (electronic mail is an acceptable means of providing written approval for treatment) by the Chief of Police or one acting under his authority. Written approval shall not be required for routine medical charges incurred at the time of animal delivery/intake. Where an animal is delivered to HSSM by a person or entity other than the City, the City shall not be responsible for the cost of veterinary services rendered to that animal and written approval of the City shall not be required for veterinary services provided to such animal by HSSM.

7. **SEIZURES.** In the event of a mass seizure of animals ordered or conducted by the City, the City agrees to make arrangements and pay for the humane containment and care of those animals seized. HSSM agrees to use its best efforts to assist the City in these seizures. If space allows and at its discretion, HSSM agrees to accept these animals for care at the shelter for a period of time determined in the sole discretion of HSSM. If HSSM does agree to assist the City in a mass intake of animals, the City shall be responsible for reimbursing HSSM an amount not to exceed the costs incurred by HSSM. Nothing in this paragraph shall be construed to prohibit the City from holding mass seizure animals at a location other than HSSM.

8. **INDEMNIFICATION.** To the extent allowed by law, the City agrees to indemnify HSSM and its agents, volunteers, employees, Board of Directors, officers, successors and assigns from any responsibility for or liability resulting from the physical condition and/or actions of said animals that are attributed to the City or its agents, employees, or officials during the requisite holding period. Any indemnification from the City in favor of HSSM under this contract shall not exceed the City's authority permitted by law. HSSM agrees to indemnify and hold the City and its agents, employees, officers, and officials harmless from and against any responsibility or liability, including, without limitation, lawsuits, claims, demands, and causes of action, resulting from or in any way arising out of acts or omissions of HSSM or its agents, volunteers, employees, Board of Directors, officers, successors, and assigns, including but not limited to those involving the condition of the HSSM facilities or any animals kept or detained there or the disposition of any animals by way of adoption, return to owners, euthanasia, or otherwise.

9. **ANIMALS DELIVERED TO CITIZENS.** HSSM agrees that an animal which is subject to a holding period will not be released to the animal's owner except upon written authorization of the City. HSSM shall advise the City in writing (electronic mail or facsimile shall suffice) when any Gulfport animal is claimed by its owner, and provide the City a copy of the Intake Form described herein. Where appropriate, the City shall provide written (electronic mail or facsimile shall suffice) authorization to HSSM to release the animal to the owner. Nothing in this paragraph shall limit ability of HSSM to recover any costs that it is entitled for services provided to the animal such as installation of a microchip or spay or neuter, when required by statute or local ordinance, or any other fees or services charged to such owners or the public, through the normal course of HSSM's operations following the end of the applicable holding period.

10. **RECORD KEEPING.** HSSM agrees that it will complete an Intake Form (see Exhibit "B" hereto - the form may be changed upon agreement of HSSM and the Police Chief) for each animal delivered to HSSM by a citizen claiming that an animal originated within the City limits of Gulfport or by one of the City's animal control officers. Each animal credited to the City by HSSM for record keeping purposes shall have a properly completed Intake Form. The animal counts for the City of Gulfport shall only be calculated using the information contained on the Intake Form. At a minimum, the Intake Form shall contain the information outlined in Exhibit "C" hereto. HSSM shall take all steps as are reasonable to ensure that any animal claimed to have originated in Gulfport did, in fact, originate

within the city limits of Gulfport. Intake Forms shall be made available to the City on a daily basis upon verbal request. HSSM shall confirm with the City whether an animal is impounded for a second time.

11. **INSURANCE.** HSSM shall obtain and maintain insurance as follows:

- a. Workers Compensation Insurance as required by the State of Mississippi;
- b. Comprehensive General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, including coverage for bodily injury. HSSM agrees to have the City named as an additional insured on said policy;
- c. Comprehensive Automobile Liability Insurance with policy limits in the amount required by law. HSSM agrees to have the City named as an additional insured on said policy.

12. **GENERAL PROVISIONS.**

- a. **Entire Agreement. Amendments.** This Agreement, including exhibits hereto, constitutes the entire agreement of the parties and supersedes and cancels all previous written or oral agreements between HSSM and the City. This Agreement may not be amended, supplemented or modified except by a written document signed by the duly authorized representative of each party.
- b. **Severability.** Should any clause, portion or section of this agreement be determined to be unenforceable or invalid for any reason, the parties acknowledge and agree that such : unenforceability or invalidity shall not affect the enforceability or validity of the remainder of this Agreement.

13. **GOVERNING LAW.** The parties hereto agree that this Agreement shall be construed in accordance with the laws of the State of Mississippi.

14. **COMPLIANCE WITH GOVERNING LAWS/AINNDEPENDENT CONTRACTOR.** HSSM agrees that it and its agents, volunteers, employees, Board of Directors, officers and officials shall comply with all laws and regulations which may govern or otherwise pertain to any of the services or activities that HSSM is to perform pursuant to this Agreement. It is further acknowledged and understood that HSSM and its agents, volunteers, employees, servants, officers, and officials and all others who provide or will provide services under this Agreement are not employees or servants of the City, or in any joint venture, partnership, or corporate business, or agency relationship with the City, but instead are solely independent contractors.

15. **NON-EXCLUSIVE.** Nothing in this agreement shall be construed to prohibit the City from sheltering animals at a facility owned or managed by the City where the City determines it to be in the best interest of the City.

16. **INSPECTIONS.** HSSM agrees to allow representatives of the City to inspect HSSM facilities used in furtherance of this Agreement upon request.

17. **OFFICIAL NOTICES.** Official notice to HSSM shall be to the mailing address of 2615 25th

Avenue, Gulfport, MS 39501, and to the attention of the “Executive Director” unless a change of address is provided to the City in writing. Official notice to the City shall be to the mailing address of 2309 15th Street, Gulfport, MS 39501, to the attention of the “Mayor” with a copy to the City Attorney at 2309 15th Street, Gulfport, MS 39501, unless a change is provided to HSSM in writing. All official notices shall be in writing and served by first class US Mail, postage prepaid, or by hand delivery.

IN WITNESS WHEREOF, the parties hereto have respectively caused this Agreement to be executed by their undersigned and duly authorized representatives, this the ____ day of _____, 2020.

ATTEST

CITY OF GULFPORT, MISSISSIPPI

ATTEST

HUMANE SOCIETY OF SOUTH MISSISSIPPI



Memorandum — City of Gulfport

PUBLIC WORKS

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Gerard Bellocq, Finance

From: Wayne E. Miller, P.E., Director of Public Works

WEM

Date: 07/21/2020

Re: Recommendation to Approve Amendment No. 3 to the Contract Agreement for Services
- ISI Water Company

Attached for your consideration is Amendment No. 3 to the Contract Agreement for Services with ISI Water Company (Water Company of America or WCA) to extend the contract for an additional five (5) years.

The current contract with WCA was approved in 2010, and these additional services under Amendment No. 3 shall be paid under the same terms. This contract is set to expire this month. Any fees due to WCA shall be payable solely from the increased billing received from the Naval Construction Battalion Command ("NCBC" or "Seabee Base"). The City has seen an increase of 63% or 8,436,862.38 gallons per month over the average billed consumption prior to the work performed by WCA. This equates to an average monthly billing in excess of \$110,000.

I recommend approval of this amendment. Please place this item on the August 4, 2020 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments:

1. Amendment No. 3
2. Proposal dated June 30, 2020
3. Contract Agreement for Services with ISI Water Company (WCA)

AMENDMENT 3

Pursuant to the *Contract for Services as Amended* between the City of Gulfport and ISI Water Company (referred to herein as Water Company of America "WCA"), entitled *Utility Bill Auditing Services* dated November 2, 2010, the undersigned agree to the following:

WHEREAS: The Contract Amendment 2 for SeaBee wastewater flow-metering is scheduled to expire on August 18, 2020; and,

WHEREAS: The City of Gulfport desires to continue to engage WCA in the process of SeaBee wastewater flow-metering; and,

WHEREAS: The City of Gulfport desires to engage WCA in a second field study as described in the Contract, providing the investigation, Work Orders, and field services necessary to maximize the billable revenue for the City's utility Services, ensuring fair, accurate billing that is consistent with City Ordinance and Resolution; and,

WHEREAS: WCA has proposed to continue the performance of SeaBee wastewater flow-metering and a second field study to maximize billable revenue as described in the proposal submitted June 30, 2020; and,

The undersigned parties hereby agree as follows:

The Agreement language is amended, as allowed for in ARTICLE 7.16 of the Agreement, to re-engage WCA in the following:

- Continue the task of wastewater flow-metering for a five (5) year period beginning August 18, 2020 and ending August 18, 2025 for the purpose of supporting City Utility Billing staff in billing the customer NCBC (SeaBee), as described in the WCA proposal dated 6/30/20.
- A second field study as described in the RFP and Contract, to perform the work necessary to maximize billable water, wastewater and solid waste utility revenue, as per the attached proposal dated June 30, 2020.

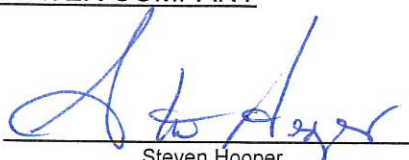
CITY OF GULFPORT

By: _____

Title: _____

Date: _____

ISI WATER COMPANY

By:  _____
Steven Hooper

Title: General Manager ✓
General Manager

Date: 7-22-20

June 30, 2020

To: City of Gulfport
From: ISI Water Company
Attention: Mr. Wayne Miller, P.E., Director of Public Works

SUBJECT: Amendment 3 to the Utility Bill Auditing Services Contract

PROPOSAL

Water Company of America (WCA) Proposes to enter into Amendment 3 to the Contract in order to continue the work necessary to accomplish the following two tasks:

- Wastewater flow metering services for the City's utility billing for the key customer Naval Construction Battalion Center ("NCBC" or "Seabee") for a nominal fixed price for a five year period.
- Perform the second review of Utility Billing, with the objective of identifying and correcting sources of unbilled or misbilled water, wastewater and solid waste services on a performance fee basis. By partnering with the City in this second Contract operations period, WCA will seek to improve accountability for service rendered to its customers and thereby enhance rate-payer equity.

BACKGROUND

In September of 2010, WCA responded to the City's Request for Proposal for Utility Bill Auditing Services, requiring WCA to identify specific customer accounts for correction which were unknown to the City. This work requires WCA to accomplish the duties of data analytics, field investigation, documentation and Work product submission – all on a performance fee basis. The City selected WCA and the parties entered into a Contract for Services in November of 2010 with field work completed in 2013. The Contract Term (6.01) embodies an automatic renewal clause which enabled the City to amend the still active Contract in 2015. This Amendment 2 called for WCA to provide a fixed fee turnkey service to meter wastewater flow from the Naval Construction Battalion Center (NCBC or SeaBees) for five years ending August 18, 2020.

SCOPE OF PROPOSED SERVICE

The Utility Bill Auditing service – as defined in the Contract for Services (2.01 - Basic Service) requires that *WCA shall provide the investigation, Work Orders, and field services necessary to maximize the billable revenue for the City's utility Services*. WCA proposes to provide this service under the same terms and conditions contracted for in 2010. This second operations period, referred to as "Phase One" in 6.01, shall commence only upon the City's issuance of a written Notice to Proceed. This feature is important, as the operations period should only begin after progress by the City related to the ongoing meter and automated meter reading system upgrade has reached the point when the City – at its sole discretion - is ready for WCA to initiate field work and thereby initiate time on the operations period.

The NCBC wastewater flow-metering turnkey service proposed herein requires WCA to continue the 9 tasks identified below for an additional five (5) year period beginning August 18, 2020 and ending August 18, 2025. WCA proposes to provide this service for the reduced fixed fee price of \$3,100.00 per month. This reduction from the 2015 pricing of \$3,572.00 per month is offered in spite of a 10% increase in equipment cost. However, this reduction is reasonable and fair, as WCA

will have an ongoing local presence related to the core business service, resulting in reduced O&M cost.

The turnkey service related to NCBC requires the following:

1. Furnish, install (new) and maintain open channel flow metering systems on the two effluent lines from NCBC to the City wastewater collection system.
2. Annual in situ calibration and certification of system accuracy.
3. Monitor metering systems on an ongoing basis.
4. Problem solve as required.
5. Record and archive level, velocity and flow data.
6. Provide to City & NCBC password protected access to real time web-based data.
7. Provide assistance in all aspects of data analytics.
8. Continually liaise with NCBC to ensure customer satisfaction and confidence.
9. Provide monthly summary reports to the City, with copy to NCBC, for billing purposes.
10. Assist NCBC as requested to correlate flow with activities on the Base, especially focusing on the impact of ongoing infiltration and inflow (I&I) remediation efforts.

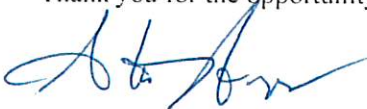
SUMMARY

This proposal is submitted following discussions with and at the request of City staff in Public Works, Finance and Administration.

First, NCBC is a key Gulfport customer with a substantial average wastewater flow of 13 million gallons per month. The operating and maintenance requirement of a wastewater metering system is significant and requires a level of monitoring far in excess of any water meter. With eight years of experience serving this customer, both NCBC and Gulfport enjoy the benefits of continuity and consistency.

Second, WCA's core business is a proven service with proven value to cities along the Gulf Coast. In our 30th year, WCA is proud to offer the City of Gulfport the capabilities of a team of dedicated, ever learning, motivated professionals. Reviewing the billing system periodically is no different than a routine periodic maintenance program for meters, it is a best management practice, plain and simple. In a very real sense, we are a different company today than we were in 2010 – ten more years of experience in solving challenges for our clients make it so.

Thank you for the opportunity to present this proposal.



Steven Hooper
General Manager

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 2nd day of November, 2010, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AN AGREEMENT FOR SERVICES WITH STEVEN M. HOOPER OF ISI WATER COMPANY OF HOUSTON, TEXAS FOR THE PURPOSE OF AUDITING THE CITY'S UTILITY SERVICES AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

WHEREAS, as set forth in the attached memoranda from City Purchasing Manager Connie Debenport and City Director of Finance and Administration Mike Necaise, which are incorporated herein and collectively attached hereto as Exhibit "A", the City desires to enter into an agreement to review utility billing companies in an effort to identify unbilled and misbilled accounts; and

WHEREAS, the proposed CONTRACT FOR SERVICES, attached hereto as Exhibit "B" has been prepared by ISI Water Company and has been reviewed and amended by the City Attorney's Office, containing proposed amendments to Article V, Section 5.03 and Article VII, Section 7.17; and

WHEREAS, under the Agreement, ISI shall provide services to the City, including, but not limited to, review of the City's utility services accounts to look for unbilled customers, account coding errors, by-passed or malfunctioning water meters, unknown or unbilled active meters and rate discrepancies; and

WHEREAS, as set forth in Exhibit "A", this Agreement (Exhibit "B") shall be a percentage based agreement whereby no cost would be incurred by the City until additional revenue is found.

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 Governing Authority hereby finds it in the best interest of the City to enter into an agreement with Steven M. Hooper of ISI Water Company for the purposes herein stated, including, but not limited to review of the City's utility services accounts.

SECTION 3. That the CONTRACT FOR SERVICES, be and hereby is approved in the same, or substantially the same form as attached hereto as Exhibit "B" (which attached form contains amendments to Article V, Section 5.03 and Article VII, Section 7.17, and the Mayor is hereby authorized to execute the same on behalf of the City of Gulfport.

SECTION 4. 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 Councilmember Walker, seconded by Councilmember Pucheu, and was adopted by the following roll call vote:

AYES

Casey

Roland

Holmes-Hines

Walker

Dombrowski

Flowers

Pucheu

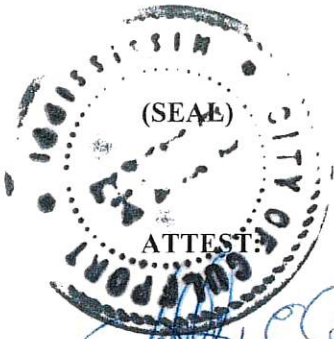
NAYS

None

ABSENT

None

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the 2nd day of November, 2010.



[Signature]
CLERK OF THE COUNCIL

ADOPTED:

[Signature]
PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the 3rd day of
November, 2010.

[Signature]
MAYOR

**CONTRACT
FOR
SERVICES**

THE STATE OF: MISSISSIPPI

COUNTY OF: HARRISON

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT FOR SERVICES ("Contract") is made on the date of countersignature, hereinafter specified, by and between the City of Gulfport ("City"), and ISI Water Company, a Texas corporation, with its principal office in Houston, Harris County, Texas (referred to herein as Water Company of America "WCA"). The initial addresses of the parties are as follows:

WCA
ISI Water Company
5215 Fidelity Street
Houston, Texas 77029

City
CITY OF GULFPORT
P.O. Box 1780
Gulfport, MS 39502

WITNESSETH:

WHEREAS, the City desires to secure the performance of services of the highest quality by trained, skilled personnel; and

WHEREAS, WCA desires to provide such services in exchange for the fees hereinafter specified; and

WHEREAS, WCA has submitted a written proposal dated September 13, 2010 describing the proposed service;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

ARTICLE I

Definitions

As used in this Contract, the following terms shall have meanings as set out below:

"Account" is defined as a particular Water, Wastewater, Stormwater and/or Sanitation Service of the City. This definition includes all unauthorized service discovered by WCA that previously had not been given an Account number by the City.

"Base Revenue" is defined as the average monthly billings on an Account which appropriately and fairly reflects the benefit to the City of a proposed Work Order, for up to the twelve month period immediately preceding the completion of the Work.

"WCA Share" is defined as the fee to be paid by the City to WCA for performance of duties under this Contract, computed in accordance with Section 5.03 hereof.

"City" is defined in the preamble of this Contract and includes its successors and assigns.

"WCA" is defined in the preamble of this Contract and includes its successors and assigns.

"Customer Information System" (or "CIS") is defined as the system used by the City to bill and to account for customer activities.

"Contract Administrator" is defined as that person designated by the Director by notice to WCA, to administer this Contract on behalf of the City. This individual shall have a working knowledge of City protocol and operating procedures of the City, and shall have the authority and responsibility of administering all day-to-day aspects of this contract on behalf of the City.

"Director" is defined as the City's designated Utility manager who has ultimate authority and responsibility over this Contract.

"Documenting The Find" is defined as the notation by WCA on the Research report to the City or the approval of a submitted Formal Work Order.

"Find" is defined as the discovery by WCA of an Account condition, as the result of the Work, that causes a specific Water, Wastewater or Stormwater Service to be improperly or inaccurately billed.

"Force Majeure" as used herein, shall include but not be limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests, and restraints of government and people, explosions, breakage or damage to machinery or equipment and any other abilities of either party, whether similar to those enumerated or otherwise, and not within the reasonable control of the party claiming such inability.

"Increased Revenue" is defined as the amount of monthly income received by the City on an Account, over and above the Base Revenue, including any rate increases, subsequent to corrective action being taken on that Account, including both income derived from ongoing usage, as well as retroactive billing.

"Notice to Proceed" is defined as the written notification by the City to WCA to initiate Work. This notification shall be issued upon the successful conversion of Account data from the CIS by WCA. The date of the Notice to Proceed shall mark the initiation of the Contract Term.

"Research Report" is defined as the reports delivered to the City by WCA pursuant to Section 2.01 (C) (1) hereof.

"Water, Wastewater, Stormwater and/or Sanitation Service" is defined as the physical location of a City consumer, both known and unknown to the City, which utilizes services provided by the City.

"Work" is defined as all of WCA's efforts towards determining needed changes and recommending the corrective actions necessary in order for the specific Water, Wastewater, Stormwater and Sanitation Service to be properly and accurately billed.

"Work Order" shall be defined to mean that certain standard document that defines relevant information about a City Account that WCA has evaluated and determined to be defective.

ARTICLE II

Scope of Service

2.01 - Basic Service

WCA shall provide the investigation, Work Orders, and field services necessary to maximize the billable revenue for the City's utility Services.

- A) Investigation and Field Work
- B) Upon receiving the Account information described in Section 3.01 (A) hereof WCA shall:
 - 1) Investigate each Account and determine if there is a loss of revenue to the City associated with that Account.
 - 2) Submit Work Orders with recommendation for changes in billing procedures and/or changes in physical service. This information will be provided for each Account.
- C) Reports
 - 1) WCA shall provide to the City on a periodic basis a complete list of all Accounts researched on which WCA has identified potential increased revenues to the City. This Research Report shall be submitted for the purpose of "Documenting the Find" and WCA shall be entitled to its portion of the Increased Revenues on said Accounts (the WCA Share), if the Work Order(s) included therein are subsequently approved by the Contract Administrator.
 - 2) WCA shall provide the Contract Administrator a monthly status report. This report is to be inclusive of all Accounts that are deemed by WCA to justify action and on which a Work Order has been generated in the prior month. This report shall be due on or before the 10th calendar day each month.

- D) WCA warrants that all work shall be performed in a good and workmanlike manner meeting the standards of quality prevailing in the City ordinances for services of like kind. WCA further warrants that trained and skilled persons who have been previously approved by the City shall perform all Work.

2.02 - Services in General

WCA shall coordinate all of its activities herein described with the City, the Director, WCA Administrator, or their designated representative(s).

2.03 – Finds Exempted

In certain rare cases, WCA may discover a Find on an account of which the City has prior knowledge and is attempting to remedy. Such a Find being remedied by the City is exempted from WCA Work. These cases fall into two categories and require that WCA shall: 1) for a period of 60 calendar days from the date of the inception of a new Account problem that originates during the term of this agreement, refrain from submitting a Work Order related to that Find, and 2) for a period of 60 calendar days beginning at the Notice to Proceed date, refrain from submitting a Work Order for any specific account problem known to the City and made known to WCA, that the City is in the process of remedying.

It is agreed by the parties hereto that the purpose of this Section 2.03 is to define and agree to the period of time for the City to remedy new problems that it discovers, and/or to remedy known situations. This will minimize duplication of effort, thus keeping project resources focused on providing maximum benefit to the City.

ARTICLE III

City Duties, Data Records, Work Products, Etc.

3.01 - Certain Duties of the City:

- A) In addition to its other duties under this Contract, the City shall, to the extent permitted by law for each Account, promptly provide access to all the data and records in the possession of the City and provide copies of any documents in the possession or control of the City or available to the City which are requested by WCA and are reasonably necessary for WCA to perform its duties under this Contract. CSIS data shall be in two forms. First, a monthly download (transmitted via FTP, written to portable drive or CD) of select fields of Account data generated by an automatic script or macro. Second, an electronic modem link to the CSIS for the viewing and extracting of "real time" information. At no time will WCA be able to input a change or modification to an Account by way of this link.
- B) Upon execution of this Contract by all parties, the City will coordinate a post-award meeting with WCA and all designated management personnel representing the City under this Contract in order to fully explain all the aspects of this Contract.
- C) The City shall review all Work Orders submitted by WCA under Section 2.01 (B) hereof and within ten (10) working days of the date of submittal, the City shall advise WCA of the disposition of the Work Order request (approved or denied).
- D) The City shall timely implement the recommended corrective action identified in the Work Order once approved. Changes to account data such as billing code changes shall be accomplished within thirty calendar days. Should this not occur within the time frame specified, the City shall issue to WCA written notification of a fifteen day extension. Work Orders that involve changes to physical service shall be expedited with all reasonable haste. Both parties recognize and agree that the purpose and intent of the project cannot be

realized until approved changes have been implemented and accounts are fairly and accurately billed. If account changes are not completed by the City within the time frames described, the City shall approve and pay an estimate of the WCA Share (ref 5.02 C).

- E) The Contract Administrator shall assist WCA in its dealings with any City department.
- F) The City shall acknowledge that WCA has Documented the Find pursuant to Section 2.01 (C) (1), by promptly entering the appropriate information related to the Account within the "CIS" System, or by whatever other method the City chooses. Once documented, the City shall not deny approval of a Work Order due to any action taken by the City during the approval process.
- G) On each Account for which WCA has Documented the Find and the City has subsequently collected a billing, the City shall issue to WCA, at least monthly, a verification of the following information:
 - 1) Account Name
 - 2) Account Number
 - 3) Service Address
 - 4) Amount Billed
 - 5) Base Average in dollars
 - 6) Amount Collected
 - 7) The WCA Share
 - 8) WCA Work Order Number
- H) Matters not specifically covered by this Contract will have procedures established by mutual agreement of WCA and the Contract Administrator.
- I) At all times, the spirit of this Contract will be upheld by both the City and WCA. WCA is performing a service to the City by increasing revenue to the City. The City has given WCA authorization to perform the defined duties of this Contract and will not hinder, restrict, delay or compete with WCA's performance of these duties.

ARTICLE IV

Indemnification and Insurance

4.01 - Indemnification

WCA hereby agrees at all times to defend, indemnify and hold the City harmless from and against any and all liability, losses or costs arising from claims for damages, or suits for loss or damage, including without limitation out-of-pocket costs and reasonable attorneys fees, which arise as a result of WCAs negligence or failure to properly perform this Contract, whether such claims are asserted before or after the termination of this Contract.

4.02 - Insurance

Throughout the term of this Contract, WCA shall carry and maintain the following insurance coverage with a company or companies reasonably satisfactory to the Director, and policies of insurance that meet the requirements of the State. The City shall be named as an additional insured on all such policies for this Contract, and the policy shall provide that the Director will be given at least ten (10) days notice in case of cancellation. Such insurance coverage shall have the minimum limits of liability in not less than the following amounts:

- A) Comprehensive General Liability Insurance including Contractual Liability:
 - Bodily Injury & Property Damage
 - \$ 1,000,000 per occurrence
 - \$ 2,000,000 aggregate

- B) Worker's Compensation with Employees Liability including Broad Form All States Endorsement: \$ 1,000,000

ARTICLE V

Payment

5.01 - Limitation Of Funds

Any and all fees due to WCA under this Contract shall be payable solely from the funds collected pursuant to this Agreement. WCA acknowledges and agrees that the City's liability for any and all payments hereunder shall be limited by this provision. No other funds are available nor will they be appropriated for the purpose of this Contract.

5.02 - Payment for Services

- A) If any Work performed by WCA to an Account results in Increased Revenues to the City, WCA shall be entitled to a WCA Share for such Work equal to 55% of all Increased Revenues (as defined in Article I of this Contract) for a term of 36 months thereafter, referred to in 6.01 TERM as Phase Two. The 36 month term may be suspended in the event that the account problem persists which eliminates Increased Revenue and restarted following remedy.
- B) Documentation substantiating and calculating Increased Revenue shall be reviewed and approved by the City within thirty calendar days of submission and thereafter processed for payment within the time frame stipulated by Statute. Interest on all amounts remaining unapproved and/or unpaid beyond the time frame stipulated by Statute shall accrue at a rate of 10% per annum until paid. Should the City choose to eliminate rate increases from Increased Revenue, the City shall pay an accounting charge to WCA.
- C) If all of the data necessary to compute the WCA Share is not available in time to make such payment when due, or if the condition described in 3.01 D) occurs, the City shall approve a good faith estimate of such Increased Revenue and compute the WCA Share accordingly. Adjustments to such WCA Share shall be made on succeeding monthly payments after actual Increased Revenues are determined.

5.03 – Dispute Resolution

The City and WCA shall promptly notify each other of any controversy which shall arise with respect to the computation of any payments or fees due to WCA hereunder. Each party shall act in good faith and shall make its best reasonable effort to resolve the dispute within thirty (30) days after receipt of any invoice disputing such payments or fees. Any dispute which cannot be resolved by the parties may be addressed in a court of competent jurisdiction.

ARTICLE VI

Term and Termination

6.01 - In General

This Contract shall be effective from and after the issuance by the City of the Notice to Proceed. The term of the Contract is divided in two phases. Phase one is the operations period when WCA is performing the Work and shall continue for a primary term equal to thirty six (36) months. At the end of the primary term of phase one, the phase one term shall be automatically renewed for successive periods of twelve (12) months, unless the Director gives WCA at least

sixty (60) days written notice prior to the expiration of any phase one term that the Contract will not be renewed. Phase two is the period of time during which the WCA Share is determined (reference 5.02 A). Therefore the Contract Term is the total time from the date of the Notice to Proceed, through phase one, including any renewal periods, and including phase two which is the 36 month revenue sharing period for each Find approved by the City.

6.02 - Termination

Either party may terminate phase one (the operations period) of this Contract by giving a thirty day written notice to the other party of the intent to terminate. The City agrees that for three (3) years after termination of this Agreement, however brought about, the City shall, during normal business hours, provide WCA with access to and the determination of fees and payments owed to WCA hereunder.

6.03 - Earned Fees

The duties and obligations of the City to pay WCA under the terms of Article V shall continue in full force and effect as outlined therein and shall survive the completion of phase one (the operations period) of this Contract.

ARTICLE VII

Miscellaneous Provisions

7.01 - Independent Contractor

The relationship between WCA and the City shall be that of an independent contractor.

7.02 - Business Structure and Assignments

Other than by operation of law, WCA shall not delegate or assign any portion of this Contract without the written consent of the Director, which shall not be unreasonably withheld. WCA however may assign any portion of its WCA Share under this Contract. Before an assignment of this sort can become effective, WCA shall furnish reasonable proof of the assignment by providing a notice to the Director containing the following information: a) the name, address and telephone number of WCA with clear reference to this Contract; b) the name, address and telephone number of assignee; and c) the identity of the fees to be assigned (such identity to be established by providing the invoice number, task description and unit price to each item assigned). If reasonable proof as described above, is not provided to the Director, the City may continue to pay the assignor.

7.03 - Subcontractors

WCA may subcontract any part of its performance under this Contract without the written approval of the Director or Contract Administrator. Any subcontractor shall be treated under the Contract as if they were employees of WCA, except in regard to fees.

7.04 - Parties in Interest

This Contract shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and WCA only.

7.05 - Non-waiver

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on or to enforce by any appropriate remedy

strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

7.06 - Applicable Laws

This Contract is subject to all laws of the State of domicile of the City, the City Charter and Ordinances of the City, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body having jurisdiction.

7.07 - Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Services post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address prescribed in the preamble hereof or at such other address as the receiving party may have therefore prescribed by notice to the sending party.

7.08 - Equal Employment Opportunity

WCA will comply with all laws, ordinances and policies set by the City in reference to Equal Employment Opportunities.

7.09 - Force Majeure

In the event either party is rendered unable, wholly or in part, by Force Majeure to perform under this Contract, it is agreed that, upon such party's giving notice specifying such Force Majeure in writing or by telefax to the other party as soon as possible after the occurrence of the Force Majeure, the obligations of the party giving such notice, to the extent it is affected by Force Majeure and to the extent that due diligence is being used to cure the Force Majeure and resume performance at the earliest practicable time, shall be suspended during the continuance of the Force Majeure, but for no longer extended by the period of time during which either party was unable to perform its obligations hereunder as a result of the occurrence of a Force Majeure.

7.10 - Approvals; Authority

An approval by the Director, or by any other instrumentality of the City, of any part of WCA's performance shall not be construed to waive compliance with this Contract or to establish a standard of performance other than required by this Contract or by law. No party is authorized to vary the terms of this Contract.

7.11 - Remedies Cumulative

The rights and remedies contained in this Contract shall not be exclusive but shall be cumulative of all other rights and remedies, now or hereafter existing, whether by statute, at law, or in equity; provided however, that none of the parties shall terminate this Contract except in accordance with the provision hereof.

7.12 - Representations

- A) WCA represents that it and its employees, agents and subcontractors are fully competent and qualified to perform all the service required to be performed under this Contract. WCA represents that it has experience in performing all of the services to be performed hereunder and these services shall be of the highest professional quality.
- B) The City represents that it is a duly authorized and empowered to enter into this Agreement and to carry out its obligations hereunder. By proper action of its members, the City has duly authorized the execution, delivery and performance by this Agreement.

7.13 - Captions

The captions at the beginning of the Articles of this Contract are guides and labels to assist in location and reading such Articles and, thereto, will be given no effect in construing this Agreement and shall not be restrictive of or be used to interpret the subject matter of any article, section or part of this Contract.

7.14 - Personnel of WCA

WCA shall replace any personnel assigned to provide services under this Contract which are deemed unsuitable by the Director or Contract Administrator.

7.15 - Entire Agreement

This Contract contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties.

7.16 - Amendment

This Contract may be modified or amended by written agreement signed by all parties hereto.

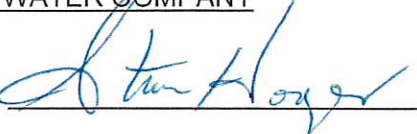
7.17 - Exclusive Contract

For as long as this contract shall remain in effect, WCA shall have the sole and exclusive franchise, license and privilege to provide water consulting services within the bounds of the Contract service area.

Witnesseth:

WCA

ISI WATER COMPANY

By: 

Title: GENERAL MANAGER

Date: NOVEMBER 3, 2010

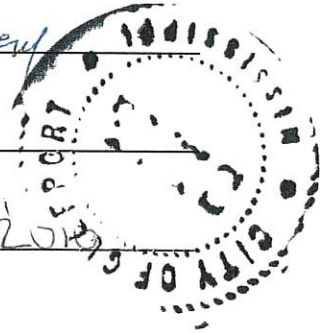
CITY

CITY of GULFPORT

By: 

Title: MAYOR

Date: Nov. 3, 2010



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 QUANTITY ADJUSTMENT #1 TO CONTRACT WITH NEEL-
SCHAFER, INC., FOR THE SEAWAY ROAD PEDESTRIAN PATHWAY PROJECT,
TO AUTHORIZE THE MAYOR TO EXECUTE SAID CHANGE ORDER, AND FOR
RELATED PURPOSES**

WHEREAS, Neel-Schaffer, Inc., was awarded the contract for the Seaway Road Pedestrian Pathway Project, a project that consists of the design and installation of 17,000 linear feet of 10 foot wide pedestrian pathway along the south side of Seaway Road; and

WHEREAS, certain and various changes to the contract as more fully set forth in attached Quantity Adjustment #1 (which is attached hereto as a part of Exhibit “A”), resulting in an INCREASE in project costs (\$63,876.41), contingent upon the approval of the Mississippi Department of Transportation, as more fully described in the memorandum from the City Engineer, Kris Riemann, P.E. (attached as part of Exhibit “A”); and

WHEREAS, approval of Quantity Adjustment #1 is in the best interest of the City of Gulfport.

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

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

SECTION 2. That Quantity Adjustment #1 to the City’s contract with Neel-Schaffer, Inc., be and it is hereby approved in the form as is found in Exhibit “A” to this resolution,

contingent upon the approval of the Mississippi Department of Transportation, and the Mayor (or designee) is, hereby, authorized to execute the same on behalf of the City of Gulfport.

SECTION 3. That the proposed changes to the contract are necessary and/or incidental to the completion of the work as originally bid, are not outside the scope of the original contract, are commercially reasonable and not made to circumvent the public purchasing statutes.

SECTION 5. That the INCREASE in project costs is reasonable in light of all relevant facts and circumstances.

SECTION 5. That this Resolution shall be in effect immediately upon its passage and enactment according to law, and shall be spread upon the minutes of the Gulfport City Council.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 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
From: Wayne Miller, P.E.
Date: 7/24/20
Re: Recommendation to Approve Quantity Adjustment No. 1
- Seaway Road Pedestrian Pathway
- STP-9178-00(003) LPA/107512-701000

WEM
RDM

Attached for your consideration is the referenced quantity adjustment number 1, in the additive amount of \$63,876.41. This change is necessary in order to complete this project by adding additional contract quantity at the existing contract amount.

The project shall be designed to install 17,000 L.F. of 10 ft. wide pedestrian path along the south side of Seaway Road.

NO additional funding is required at this time. The City's share will be 20% of the total project cost of \$1,284,853.12 which includes the CE&I contract. The remaining 80% will be paid by Federal Highway Administration/ Mississippi Department of Transportation funds through Gulfport Regional Planning Commission.

Therefore, I recommend approval of this quantity adjustment contingent on the approval of the Mississippi Department of Transportation. Please place this item on the August 4, 2020 Council Agenda.

Attachments: 1. Richie Ashley, P.E. email dated 7/17/2020
 2. Quantity Adjustment No. 1

Kris Riemann

From: Starita, Chuck <cstarita@mdot.ms.gov>
Sent: Friday, July 17, 2020 7:54 AM
To: Richie Ashley
Cc: Seyfarth, David; Steve Twedt; Kris Riemann
Subject: RE: Seaway QA - 107512

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

Thanks Richie. Please send the QA when it is approved by the City.

Chuck Starita, P.E.
Asst. District 6 LPA Engineer
Mississippi Department of Transportation
16499-B Hwy 49 / Saucier, MS 39574
Cell (228) 326-3626
Office (228) 832-0682 Fax (228) 831-5386

From: Richie Ashley [mailto:richie.ashley@neel-schaffer.com]
Sent: Friday, July 17, 2020 7:52 AM
To: Starita, Chuck <cstarita@mdot.ms.gov>
Cc: Seyfarth, David <dseyfarth@mdot.ms.gov>; Steve Twedt <steve.twedt@neel-schaffer.com>; Kris Riemann (kriemann@gulfport-ms.gov) <kriemann@gulfport-ms.gov>
Subject: RE: Seaway QA - 107512

Chuck,

Attached is the signed QA. Please let me know if you need anything else.

Thanks,

Richie Ashley, P.E.
Project Manager

Neel-Schaffer, Inc.
772 Howard Avenue
Biloxi, MS 39530-3820
Phone: 228.374.1211
FAX: 228.374.1216
Website: www.neel-schaffer.com

From: Starita, Chuck <cstarita@mdot.ms.gov>
Sent: Thursday, July 16, 2020 2:41 PM
To: Richie Ashley <richie.ashley@neel-schaffer.com>
Cc: Seyfarth, David <dseyfarth@mdot.ms.gov>; Steve Twedt <steve.twedt@neel-schaffer.com>; Kris Riemann (kriemann@gulfport-ms.gov) <kriemann@gulfport-ms.gov>
Subject: RE: Seaway QA - 107512

Richie,

The QA looks good. You can go ahead and process it at your discretion.

The Revised Government Estimate also looks good. I've inquired with LPAD on the listed non-participating costs so the bottom numbers can be adjusted.

When the QA is approved, we'll be able to send the Revised Government Estimate to Jackson.

Chuck Starita, P.E.

Asst. District 6 LPA Engineer
Mississippi Department of Transportation
16499-B Hwy 49 / Saucier, MS 39574
Cell (228) 326-3626
Office (228) 832-0682 Fax (228) 831-5386

From: Richie Ashley [<mailto:richie.ashley@neel-schaffer.com>]

Sent: Wednesday, July 15, 2020 10:08 PM

To: Starita, Chuck <cstarita@mdot.ms.gov>

Cc: Seyfarth, David <dseyfarth@mdot.ms.gov>; Steve Twedt <steve.twedt@neel-schaffer.com>; Kris Riemann (kriemann@gulfport-ms.gov) <kriemann@gulfport-ms.gov>

Subject: RE: Seaway QA

Chuck,

Here are drafts of the QA and Revised Government Estimate. I'll give you a call tomorrow to discuss.

Thanks,

Richie Ashley, P.E.

Project Manager

Neel-Schaffer, Inc.
772 Howard Avenue
Biloxi, MS 39530-3820
Phone: 228.374.1211
FAX: 228.374.1216
Website: www.neel-schaffer.com

From: Starita, Chuck <cstarita@mdot.ms.gov>

Sent: Wednesday, July 15, 2020 11:23 AM

To: Richie Ashley <richie.ashley@neel-schaffer.com>

Cc: Seyfarth, David <dseyfarth@mdot.ms.gov>

Subject: RE: Seaway QA

Richie,

Just wanted to follow up on my text. Please proceed with the Quantity Adjustment. Going by the QA Worksheet, a revised Government Estimate will be required (even when the SA1 items are removed). You can find the original Government Estimate in Site Manager, edit the Excel Spreadsheet, and submit the approved QA with the revised GE. Please let me know if you have any questions.

Chuck Starita, P.E.

Asst. District 6 LPA Engineer
Mississippi Department of Transportation
16499-B Hwy 49 / Saucier, MS 39574
Cell (228) 326-3626
Office (228) 832-0682 Fax (228) 831-5386

From: Richie Ashley [<mailto:richie.ashley@neel-schaffer.com>]
Sent: Wednesday, July 8, 2020 10:43 AM
To: Starita, Chuck <cstarita@mdot.ms.gov>
Cc: Seyfarth, David <dseyfarth@mdot.ms.gov>
Subject: Seaway QA

Chuck,

Here is the QA for Seaway for discussion. Please give me a call after you've had a chance to look over it.

Thanks,

Richie Ashley, P.E.

Project Manager

Neel-Schaffer, Inc.

772 Howard Avenue
Biloxi, MS 39530-3820

Phone: 228.374.1211

FAX: 228.374.1216

Website: www.neel-schaffer.com

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QUANTITY ADJUSTMENT

1. QUANTITY ADJUSTMENT NO. 1
2. DATE: 7/15/2020
3. PROJECT NO. STP-9178-00(003) LPA / 107612-701000
4. LPA: CITY OF GULFPORT, MS
5. COUNTY: Harrison
6. The following changes on the above project with stations, quantities, and items involved are recommended for the reasons stated in detail:

Pay Item	Description	Previous Quantity	Revised Quantity	Increase or Decrease	Unit	Unit Price	Amount
202-B088	REMOVAL OF CURB & GUTTER, ALL TYPES	100	167.00	67.00	LF	\$5.00	\$335.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	900	1,212.30	312.30	CY	\$6.00	\$1,873.80
203-EX012	BORROW EXCAVATION, AH, FME, CLASS B3	4,575	5,500.00	925.00	CY	\$12.00	\$11,100.00
203-G002	EXCESS EXCAVATION, LVM, AH	7,000	7,400.00	400.00	CY	\$5.00	\$2,000.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	11,278	22,500.00	11,222.00	SY	\$2.50	\$28,055.00
211-A001	TOPSOIL FOR SLOPE TREATMENT, FROM RIGHT OF WAY	10,000	10,207.60	207.60	SY	\$2.00	\$415.20
211-B001	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	600	0.00	(600.00)	CY	\$25.00	(\$12,600.00)
220-A001	INSECT PEST CONTROL	1	0.00	(1.00)	AC	\$2,500.00	(\$2,500.00)
601-B001	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	48	102.78	54.78	CY	\$1,160.00	\$62,997.00
602-A001	REINFORCING STEEL	6,500	13,255.71	6,755.71	LBS.	\$1.00	\$9,755.71
603-CA027	24" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	72	56.00	(16.00)	LF	\$55.00	(\$880.00)
603-CA041	30" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	96	40.00	(56.00)	LF	\$75.00	(\$4,200.00)
603-CA076	48" REINFORCED CONCRETE PIPE, CLASS III	20	48.00	28.00	LF	\$148.00	\$4,060.00
603-CA111	66" REINFORCED CONCRETE PIPE, CLASS III	64	0.00	(64.00)	LF	\$276.00	(\$17,600.00)
603-CB004	24" REINFORCED CONCRETE END SECTION	4	3.00	(1.00)	EA	\$700.00	(\$700.00)
603-CB005	30" REINFORCED CONCRETE END SECTION	7	3.00	(4.00)	EA	\$900.00	(\$3,600.00)
603-CE003	22"x13" CONCRETE ARCH PIPE, CLASS A III, FLEXIBLE PLASTIC GASKETS	24	18.00	(6.00)	LF	\$60.00	(\$400.00)
603-CE028	58"x36" CONCRETE ARCH PIPE, CLASS A III, FLEXIBLE PLASTIC GASKETS	8	24.00	16.00	LF	\$175.00	\$2,800.00
603-CF002	22"x13" CONCRETE ARCH PIPE END SECTION	6	4.00	(2.00)	EA	\$900.00	(\$1,800.00)
609-B002	CONCRETE CURB, HEADER	200	183.74	(16.26)	LF	\$30.00	(\$487.80)
612-B001	FLOWABLE BED, NON-EXCAVATABLE	74	0.00	(74.00)	CY	\$245.00	(\$18,130.00)
L00017/907-259-PP501	PEDESTRIAN GUARDRAIL	105	127.84	22.84	LF	\$130.00	\$2,943.20
Add Option #1							
201-B001	CLEARING AND GRUBBING	1	0.00	(1.00)	AC	\$3,800.00	(\$3,800.00)
202-B080	REMOVAL OF CONCRETE SIDEWALK	20	0.00	(20.00)	SY	\$15.00	(\$300.00)
202-B088	REMOVAL OF CURB & GUTTER, ALL TYPES	20	0.00	(20.00)	LF	\$5.00	(\$100.00)
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	500	204.30	(295.70)	CY	\$6.00	(\$1,774.20)
203-EX013	BORROW EXCAVATION, AH, FME, CLASS B3	1,425	1,900.00	475.00	CY	\$12.00	\$5,700.00
203-G002	EXCESS EXCAVATION, LVM, AH	2,160	2,300.00	160.00	CY	\$5.00	\$750.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	3,351	5,300.00	1,949.00	SY	\$2.50	\$4,872.50
211-A001	TOPSOIL FOR SLOPE TREATMENT, FROM RIGHT OF WAY	3,200	3,000.00	(200.00)	SY	\$2.00	(\$400.00)
211-B001	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	200	0.00	(200.00)	CY	\$25.00	(\$5,000.00)
220-A001	INSECT PEST CONTROL	2	0.00	(2.00)	AC	\$2,500.00	(\$5,000.00)
234-A001	TEMPORARY SILT FENCE	7,170	7,800.00	630.00	LF	\$3.00	\$1,890.00
603-CE003	22"x13" CONCRETE ARCH PIPE, CLASS A III, FLEXIBLE PLASTIC GASKETS	8	96.00	88.00	LF	\$50.00	\$4,400.00
603-CF002	22"x13" CONCRETE ARCH PIPE END SECTION	2	11.00	9.00	EA	\$900.00	\$8,100.00
609-B002	CONCRETE CURB, HEADER	200	0.00	(200.00)	LF	\$30.00	(\$6,000.00)

\$63,876.41

REASONS:

201-B001 Clearing and Grubbing - Clearing and grubbing was put into the Add Option #1 portion of the work but was not needed. 1 Acre will not be used.

202-B080 Removal of Concrete Sidewalk - There was no sidewalk to be removed on the Add Option work so a credit of 20 SY will not be used.

202-B088 Removal of Curb & Gutter, All Types - Additional curb was removed at driveways and islands to provide a better transition.

203-A001 Unclassified Excavation, FM, AH - Field conditions caused an adjustment in quantities on this pay item. The Base section of the project required an overrun and the Add Option had an underrun.

203-EX012 Borrow Excavation, AH, FME, Class B3 - Numerous locations of the project required additional borrow due to poor subgrade conditions. 1 foot of borrow was used in most areas but some small areas required 2 foot. These stations were 42+00 to 51+40, 53+50 to 55+25, 59+00 to 61+10, 68+50 to 66+80, 68+98 to 69+38, 68+97 to 69+37, 72+75 to 79+50, 86+75 to 97+60, 104+60 to 108+80, 123+00 to 127+50 and 138+50 to 141+15. The quantity was estimated for the remainder of the project.

203-G002 Excess Excavation, LVM, AH - Due to the additional undercut areas, more material was removed from the site. 1 foot of excess material was removed in most areas but some small areas required 2 foot. These stations were 42+00 to 51+40, 53+50 to 55+25, 59+00 to 61+10, 68+50 to 66+80, 68+98 to 69+38, 68+97 to 69+37, 72+75 to 79+50, 86+75 to 97+60, 104+60 to 108+80, 123+00 to 127+50, and 138+50 to 141+15. The quantity was estimated for the remainder of the project.

209-A005 Geotextile Stabilization, Type V, Non-Woven - In order to minimize undercut in poor subgrade areas an additional layer of fabric was added. These stations were 42+00 to 51+40, 53+50 to 55+25, 59+00 to 61+10, 65+10 to 67+42, 68+50 to 66+80, 68+98 to 69+38, 68+97 to 69+37, 72+75 to 79+50, 86+75 to 97+60, 104+60 to 108+80, 109+15 to 111+15, 120+00 to 131+10, and 138+50 to 141+15. The quantity was estimated for the remainder of the project.

211-A001 Topsoil for Slope Treatment, From Right of Way - Estimated quantities were different than expected due to actual field conditions.

211-B001 Topsoil for Slope Treatment, Contractor Furnished - This pay item was provided in case the existing material didn't meet the topsoil requirements. Since the existing material meets these requirements, this pay item wasn't needed.

220-A001 Insect Pest Control - This pay item will not be used so 3 acres was deducted.

234-A001 Temporary Silt Fence - For the Base Bid, the quantity was lower due to moving the pathway north of the ditch at ~Sta. 103+00 to ~111+00 and ~Sta. 112+00 to ~Sta. 127+75 which required silt fence on one side instead of both sides of the pathway. For the Add Option 1, the numbers were slightly over because of transitions at driveways.

304-G002 Size 610 Crushed Stone Base, AEA - A slight overrun of is expected on the Base Bid portion and Add Option #1 portion due to field conditions.

601-B001 Class "B" Structural Concrete, Minor Structures - A design change was made at the culvert extensions at Sta. 96+64, 111+42, 128+02, and 132+40. A box culvert design was used at these location instead of flowable fill which allows a 340 CY to not be used. A retaining wall was added at Sta. 69+00 due to steep slopes.

602-A001 Reinforcing Steel - A design change was made at the culvert extensions at Sta. 96+64, 111+42, 128+02, and 132+40. A box culvert design was used at these location instead of flowable fill which allows a 340 CY to not be used. A retaining wall was added at Sta. 69+00 due to steep slopes.

603-CA027 24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets - At ~Sta. 141+75 the pipe was actually a 30" RCP so 16 LF was not required.

603-CA041 30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets - 24' of pipe at Sta. 110+70 and Sta. 112+20 was eliminated because the pathway shifted north. 16' was added at Sta. 141+60 since the existing pipe was 30" and not 24" as marked. At Sta. 151+80, 24' of pipe was eliminated since existing pipe was actually 36" not 30" as marked.

603-CA076 48" Reinforced Concrete Pipe, Class III - 40" was added at Sta. 69+00 to extend the pipe due to existing grades. 12' of pipe was eliminated at Sta. 111+42 and 8' was eliminated at Sta. 132+40 since a box culvert design was used at these location instead of flowable fill.

603-CA111 66" Reinforced Concrete Pipe, Class III - A design change was made at the culvert extensions at Sta. 96+64, 111+42, 128+02, and 132+40. A box culvert design was used at these location instead of the flowable fill and pipe option which allows 64 LF of pipe to not be used.

603-CB004 24" Reinforced Concrete End Section - At ~Sta. 141+75, and 1 end section was not needed since the pipe was actually 30" RCP.

603-CB005 30" Reinforced Concrete End Section - 2 end sections at Sta. 110+70 and Sta. 112+20 were eliminated because the pathway shifted north. 1 was added at Sta. 141+60 since the existing pipe was 30" and not 24" as marked. At Sta. 151+80, 1 end section of pipe was eliminated since existing pipe was actually 36" not 30" as marked.

603-CE003 22"x13" Concrete Arch Pipe, Class A III, Flexible Plastic Gaskets - In order to maintain positive drainage 16' was added at Sta. 41+25, 45+50, 49+76, and 52+00. 8' was added at Sta. 51+10 to promote drainage. 8' was added at Sta. 67+20 to decrease tie in slopes. 8' was eliminated at Sta. 109+30 since the pathway shifted north.

603-CE028 58"x36" Concrete Arch Pipe, Class A III, Flexible Plastic Gaskets - 16' of pipe was added at Sta. 70+16 since slopes were too steep.

603-CF002 22"x13" Concrete Arch Pipe End Section - In order to maintain positive drainage 1 end section was added at Sta. 41+25, 45+50, and 49+76. 2 end sections were added at Sta. 51+10, 52+00 and 59+50 to promote drainage. 2 end sections were eliminated at Sta. 109+30 since the pathway shifted north.

609-B002 Concrete Curb, Header - Various areas of the project required additional material to transition back to existing ground.

612-B001 Flowable Bed, Non-Excavatable - A design change was made at the culvert extensions at Sta. 96+64, 111+42, 128+02, and 132+40. A box culvert design was used at these location instead of the flowable fill which allows 74 CY not to be used.

L00017/907-258-PP501 Pedestrian Guardrail - 27' additional handrail is anticipated at 4 of the brick columns.

WORKSHEET

Page 2 of 2

QUANTITY ADJUSTMENT NO. 1

PROJECT NO. STP-9178-00(003)LPA / 107512-701000

7. Total Cost per Gov. Est. dated **7/15/2020**

\$1,393,254.78

- a. Contingencies
- b. Construction
- c. CE&I

Participating	Non-Participating
\$0.00	\$0.00
\$1,179,889.68	\$105,399.89
\$107,965.21	\$0.00
\$0.00	\$0.00
\$63,876.41	\$0.00
\$0.00	\$0.00

\$1,285,289.57

8. Previous Quantity Adjustments to this Gov. Est.

\$0.00

9. This Quantity Adjustment

\$63,876.41

10. CE&I Adjustments dated **SA Date if \$ added**

11. Rev. Total Est. Cost of Project

\$1,351,731.30

\$105,399.89

* \$1,457,131.19

* Note: If line 11 is greater than line 7, then a revised government estimate is required.

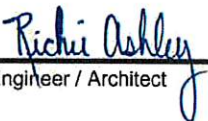
12. Federal match % **80.00%**

federal portion if not above the maximum awarded

\$1,081,385.04

13. Original Federal Funds Requested	\$945,964.00
14. Current Estimated Federal Portion	\$945,964.00
15. Original Estimated Local Portion	\$447,290.78
16. Current Estimated Local Portion	\$511,167.19

Recommended for Approval


7/20/2020
 LPA Project Engineer / Architect Date

Approved

 LPA Official 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 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, on May 19, 2020, on June 16, 2020, and on July 7, 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, the Gulfport City Council, on June 16, 2020, and July 7, 2020, acted to confirm and extend the aforementioned State of Emergency; 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 Cristobal.

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

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 COMMANDER KLAIN GARRIGA 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, Commander Klain Garriga, of the Gulfport Police Department, has retired from the City of Gulfport, effective July 1, 2020, and his retirement is pursuant to a state retirement system; and

WHEREAS, Commander Garriga 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 \$5.27.

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 Commander Klain Garriga, in light of his retirement, his personal sidearm at a cost to Commander Garriga of \$5.27.

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

Date: June 30, 2020
To: Chief Leonard Papania
From: Commander Klain Garriga
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 **July 1, 2020** in accordance with Mississippi Code 45-9-131.

Thanking you in advance for your consideration.

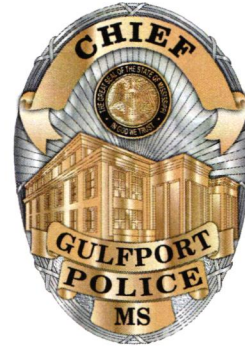
Sincerely,

A handwritten signature in blue ink, appearing to read 'Klain Garriga', with a stylized flourish at the end.

Klain Garriga

Gulfport Police Department

Memorandum



To: Mayor Bill Hewes
From: Chief Leonard Papania
Date: June 30, 2020
Re: **Purchase of Duty Weapon for Retired Officer:
Klain W. Garriga, II**

I am requesting that the City Council authorize the Gulfport Police Department to sell the below described handgun to Commander Klain Garriga, who will retire from the Gulfport Police Department, effective July 1, 2020. This action is in compliance with **MS Code § 45-9-131**. Based on the fee previously approved, the charge will be \$5.27. Please place this item on the next council agenda.

(1) Smith & Wesson 340PD / .357 Serial #CHW 0269 / Asset #0012103

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: 06/30/2020

Transaction Type:
(Please Circle)

☒ Retire/Dispose
☐ Auction

☐ Transfer Adjust
☐ 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 # 0012103

Asset Description: Smith & Wesson / 340PD / .357

Serial Number or VIN: CHW 0269

Mileage (if applicable): _____

Reason for Transaction: Retirement of Law Enforcement Officer (Klain Garriga)

Update Location Memo: _____

Date of Auction (if auction): _____

Other Information: _____

JUL 15 2020


Directors Signature (or Agent) of Transferring Dept.

Date

Directors Signature (or Agent) of Transferring Dept.

Date

Klain Garriga - Retirement Sidearm



07/15/2020 08:42
dnorton

CITY OF GULFPORT FIXED ASSET WORKSHEET

P 1
famstmnt

ASSET # 0012103	MASTER ASSET	DESCRIPTION	WEAPON REVOLVER S&W 340PD .357MAGNUM
CLASS M1 MACHINERY & EQU	FUND SOURCE	MAINT CONT Y	INSURED N
SUBCL E04 WEAPONS	ACQUIS METH GF GENERAL F	VENDOR DESC Vendor Name Mi	CARRIER
COMMODITY		G	INSURED VAL 0.00
DEPT 213 Police	ACQUIS DATE 12/16/2004	EXP. DATE	EXP. DATE
LOC CODE 2001 POLICE HEADQUAR	ACQUIS COST 526.90	ANNUAL COST 0.00	POLICY CST 0.00
LOC MEMO	ACRES 0.000	MEMO	MEMO
ROOM 4298	QTY 1		
STORAGE LOC	UNIT PRICE 0.00		
	PURCH MEMO		
STATUS A ACTIVE	SOY BOOK 272.26	DEPRECIATE N	
CONDITION N NEW	CURRENT BOOK 272.26	DEPREC PRIN 526.90	
CUSTODIAN POLICE CHIEF	EST SALVAGE 52.69	FIRST YR/PR /00	LAST YR/PR 2009/12
TITLEHOLDER	REPL COST 526.90	EST LIFE 10	
	LAST INVENT 08/26/2019	PERIODS TAKEN 58	
TAG # 0012103	IMPROVE MEMO	ACCUM DEPREC 254.64	
SERIAL # CHW0269			
MANUFACTURER S/W SMITH WESSON			
MODEL 340PD			
MODEL YEAR	RETIRE DATE		
LICENSE #	DISP CODE		
	DISP PRICE 0.00		
	SALE PRICE 0.00		
VEND # 1990	PO # 93443	DOCUMENT # 8498	INVOICE # 8498
			INV DATE 02/15/2005
			INV AMT 526.90

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
125	612800		526.90

1% @ \$5.27



DEPARTMENT OF
LEISURE SERVICES

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5881
Fax: 228-868-5883

Jones Building
1422 23rd Avenue
Gulfport, MS 39501

To: City Council
Dr. John Kelly, CAO

cc: Tony Alves, Human Resources Manager

From: Gus Wesson, Director of Leisure Services

Date: July 27, 2020

Re: Request to add Seasonal Harbor Lights Position Job Descriptions

We would like to add the following job descriptions for the Harbor Lights Winter Festival:

- Seasonal Cashier (Grade 100/Step 7)
- Seasonal Customer Service Attendant (Grade 100/Step 6)
- Seasonal Lead Customer Attendant (Grade 100/Step 11)

These changes are needed to improve potential candidates and to increase overall productivity for the show.

The job descriptions are attached.

A handwritten signature in black ink, appearing to read "Gus Wesson", is written over a horizontal line.

Gus Wesson, Director



City of Gulfport, Mississippi
Job Description

Seasonal Customer Service Attendant – Harbor Lights

Department: 411 – Leisure Services

EEO Class: Service Workers

Date Revised: 7/10/2020

FLSA Status: Non-Exempt

Date Approved:

Position Overview

Customer Service Attendants are responsible for greeting guests, answering inquiries, and ensuring a high level of customer service to event guests. This position requires a professional, personable, and enthusiastic attitude with an eye for detail. Attendants may be asked to wear costume-like attire during the event and will be working in an outdoor environment with all types of weather. This position is seasonal which requires working flexible hours: weekdays, weekends, and holidays.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, may include the following. Other related duties may be assigned.

- Maintain a positive, enthusiastic, and professional attitude towards guest and team members at all times
- Provide outstanding customer service to event attendees and team members
- Consistently treats all guests and team members with respect and contribute to a positive work environment
- Respond promptly to customer inquiries while actively listening to needs
- Acknowledge and resolve customer complaints
- Communicate and coordinate with team members to ensure guest satisfaction
- Maintain high show standards in guest engagement, visual standards, and general housekeeping

Knowledge, Skills and Abilities

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- Knowledge of City and Department rules, policies, and regulations
- Capable of working and contributing to a positive team environment
- Proficient in customer service
- Ability to multi-task, provide attention to detail, and manage time effectively
- Ability to communicate clearly and in a timely manner

- Strong skills in active listening and resolving customer complaints professionally
- Basic knowledge of standard office equipment and computer programs
- Must be able to work flexible schedule that includes evenings, nights, holidays, and weekends

Education and Experience

The completion of High School degree or an equivalent, such as the General Education Development (GED). If not met, at least two years of customer service experience.

Required Licenses or Certificates

Must possess a valid Mississippi driver's license.

Physical Demands and Working Conditions

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical requirements include occasional lifting/carrying of 75 + pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer keyboard and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are both indoors and outdoors.



City of Gulfport, Mississippi
Job Description

Seasonal Cashier – Harbor Lights

Department: 411 – Leisure Services

EEO Class: Service Workers

Date Revised: 7/10/2020

FLSA Status: Non-Exempt

Date Approved:

Position Overview

Cashiers are responsible for collecting payments, giving appropriate change, answering guest inquiries, and providing superior customer service. Cashiers will be required to count cash register drawers, maintain excellent records, and handle cash and cards with accuracy. This position is expected to be enthusiastic, professional, and friendly all while having a positive attitude towards guests and team members. This position may require standing for a long period of time in all types of weather. This position is seasonal which requires working flexible hours: weekdays, weekends, and holidays.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, may include the following. Other related duties may be assigned.

- Maintain a positive, enthusiastic, and professional attitude towards guest and team members at all times
- Provide outstanding customer service to event attendees and team members
- Consistently treat all guests and team members with respect and contribute to a positive work environment
- Handle cash and credit card transactions accurately
- Issue change, receipts, and tickets with precision
- Count money in cash drawers at the beginning and end of each shift to ensure the amounts are correct
- Complete appropriate paperwork in a timely manner
- Respond promptly to guest inquiries while actively listening to needs
- Resolve customer complaints and provide relevant information
- Adhere to all City policies and procedures
- Ability to pay attention to detail
- Take a proactive role in maintaining high show standards in guest engagement, visual standards, and housekeeping.

Knowledge, Skills and Abilities

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- Knowledge of City and Department rules, policies, and regulations
- Capable of working and contributing to a positive team environment
- Proficient in customer service
- Ability to multi-task, provide attention to detail, and manage time effectively
- Ability to communicate clearly and in a timely manner
- Strong skills in active listening and resolving customer complaints professionally
- Ability to accurately handle cash and card transactions
- Strong basic math skills
- Capable of operating a Point of Sale System (POS)
- Basic knowledge of standard office equipment and computer programs
- Must be able to work flexible schedule that includes evenings, nights, holidays, and weekends.

Education and Experience

The completion of High School degree or an equivalent, such as the General Education Development (GED). High volume cash handling experience; one to two years of customer service experience; or an equivalent combination of education, training and experience.

Required Licenses or Certificates

Must possess a valid Mississippi driver's license.

Physical Demands and Working Conditions

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical requirements include occasional lifting/carrying of 40 + pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer keyboard and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are both indoors and outdoors.



City of Gulfport, Mississippi
Job Description

Seasonal Lead Customer Service Attendant – Harbor Lights

Department: 411 – Leisure Services
EEO Class: Service Workers
Date Revised: 7/10/2020

FLSA Status: Non-Exempt
Date Approved:

Position Overview

Lead Customer Service Attendants support event activities by directing and overseeing team members such as Customer Service Attendants and Cashiers. Leads are responsible for managing the customer service and cashier team, providing direct support to team members, uphold outstanding customer service, and enforcing policies and procedures. They also expected to be enthusiastic, professional, and friendly all while having a positive attitude towards guests and team members. The position requires them to stand outdoors for a long period of time in various types of weather. This position is seasonal which requires working flexible hours: weekdays, weekends, and holidays.

Essential Job Functions

Essential duties and functions, pursuant to the Americans with Disabilities Act, may include the following. Other related duties may be assigned.

- Maintain a positive, enthusiastic, and professional attitude towards guest and team members at all times
- Provide outstanding customer service to event attendees and team members
- Consistently treat all guests and team members with respect and contribute to a positive work environment
- Communicate and coordinate with team members to ensure guest satisfaction
- Provide direct assistance to team members
- Handle cash and card transactions accurately
- Issue change, receipts, and tickets with precision
- Keep team members accountable for job function
- Complete appropriate paperwork in a timely manner
- Resolve customer questions and complaints while actively listening
- Provide team members with constructive feedback
- Adhere to all City policies and procedures
- Take a proactive role in maintaining high show standards in guest engagement, visual standards, and housekeeping

Knowledge, Skills and Abilities

Must possess required knowledge, skills, abilities and experience and be able to explain and demonstrate, with or without reasonable accommodations, that the essential functions of the job can be performed.

- Knowledge of City and Department rules, policies, and regulations
- Capable of working and contributing to a positive team environment
- Proficient in customer service
- Ability to adapt/respond to different types of situations
- Ability to multi-task, provide attention to detail, and manage time effectively
- Ability to communicate clearly and in a timely manner
- Strong skills in active listening and resolving customer complaints professionally
- Ability to accurately handle cash and card transactions.
- Strong leadership skills
- Strong basic math skills
- Capable of operating a Point of Sale System (POS)
- Basic knowledge of standard office equipment and computer programs
- Must be able to work a flexible schedule that includes evenings, nights, holidays, and weekends

Education and Experience

The completion of a High School degree or an equivalent, such as the General Education Development (GED). One to two year's previous experience working as a supervisor/lead. High volume cash handling experience; one to two years of customer service experience; or an equivalent combination of education, training and experience.

Required Licenses or Certificates

Must possess a valid Mississippi driver's license.

Physical Demands and Working Conditions

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical requirements include occasional lifting/carrying of 75 + pounds; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer keyboard and basic office equipment. Subject to sitting, standing, reaching, walking, twisting and kneeling to perform the essential functions. Working conditions are both indoors and outdoors.



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: July 23, 2020

Subject: Internal Transfer to Fund Waste Water Treatment & Water Service
Provided by the Harrison County Utility Authority

FROM	TO	AMOUNT
815-616700 (Waterline Supplies)	845-627500 (Wastewater Treatment)	\$18,701.00
	TOTAL	\$18,701.00

The Department of Public Works is requesting to internally transfer a total of \$18,701.00 from Waterline Supplies Account to the Wastewater Treatment account.

Monthly bills for the Harrison County Utility Authority to treat wastewater and provide water service total approximately \$625,839.54; for a year this would total \$7,510,074.48. However, the wastewater treatment account was only funded with \$7,491,374.00 at the beginning of FY 2020. Therefore, we started the fiscal year with an approximate shortfall of \$18,700.48.

As the fiscal year comes to a close, it has become apparent that this shortfall will need to be funded in order to continue payments to the HCUA for the remainder of the fiscal year.

I hereby recommend this budget amendment.

Please place on the August 4, 2020 City Council Agenda.

City of Gulfport

Budget Amendment Request

Fund Name	Utility	Date	07/23/20
Department #	815/845	Budget Entry #	2020-81
Department Name	Public Works		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
815				
Personnel	-	-	-	-
Supplies	1,949,650	(136,669)	(18,701)	1,794,280
Other Services	-	-	-	-
Capital	-	-	-	-
Total	1,949,650	(136,669)	(18,701)	1,794,280
845				
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	11,838,163	-	18,701	11,856,864
Capital	-	-	-	-
Total	11,838,163	-	18,701	11,856,864

The Department of Public Works is requesting to internally transfer a total of \$18,701.00 from Waterline Supplies Account to the Wastewater Treatment account.

Amendment # 2020-81



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: July 17, 2020

Subject: Increase of Federal Funds for Seaway Road Pedestrian Pathway Project

AMOUNT	TO
\$(51,101.13)	100-456702-02823 (Seaway Road Pedestrian Pathway Revenue Account)
\$51,101.13	345-640100-02823 (Seaway Road Pedestrian Pathway Expense Account)
\$51,101.13	TOTAL GRPC Funds Added
<i>\$0.00</i>	<i>Total City Funds</i>

The Department of Public Works is requesting a total increase of \$51,101.13 in Federal Funds as approved by the Gulf Regional Planning Commission for additional work on the Seaway Pedestrian Pathway project.

June 1, 2020 the Gulf Regional Planning Commission approved an increase in Federal Funds of \$160,000 (or 80%) to cover costs associated with a forthcoming Supplemental Agreement and Quantity Adjustment for the Seaway Road Pedestrian Pathway project, estimated to total approximately \$200,000.00. The City match for this increase, totaling \$40,000.00 (or 20%), was approved by Council to be added via budget amendment on the June 16 agenda.

On July 21, 2020 Council approved a Quantity Adjustment (contingent on MDOT approval) of \$63,876.41. The city match (\$12,475.28) is already in place as referenced above. This amendment is to place the 80% federal funds (awarded by GRPC as referenced above) in the federal revenue/expense accounts.

I hereby recommend this budget amendment.
Please place on the August 4, 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

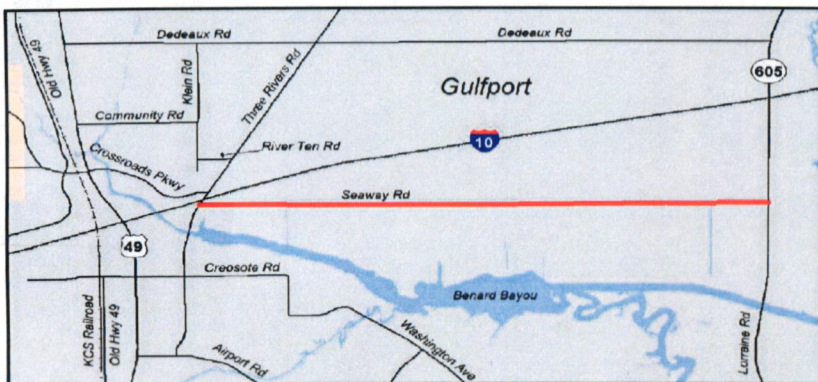
Cc: Mayor Billy Hewes, City of Gulfport
Wayne Miller, City of Gulfport
Nicole Baker, MDOT
Perry Brown, MDOT
David Seyfarth, MDOT
Tammi Moore, MDOT
Paul Gavin, GRPC
Jeff Loftus, GRPC

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				

City of Gulfport

Budget Amendment Request

Fund Name	Capital Projects		Date	07/27/20
Department #	345		Budget Entry #	2020-82
Department Name	Public Works			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	70,413,545	1,139,621	51,101	71,604,267
Total	70,413,545	1,139,621	51,101	71,604,267
Revenue 100-456702	739,739	-	51,101	790,841

The Department of Public Works is requesting a total increase of \$51,101.13 in Federal Funds as approved by the Gulf Regional Planning Commission for additional work on the Seaway Pedestrian Pathway project.

Amendment # 2020-82



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

Date: July 29, 2020

Subject: Transfer to Reimburse Traffic Department for Expenses Related to
Striping of Leisure Services Locations

WEM (WW)

FROM	TO	AMOUNT
411-611000 (Building Materials)	315-615600 (Traffic Striping Supplies)	\$787.11
	TOTAL	\$787.11

The Department of Public Works is requesting to transfer a total of \$787.11 from the Leisure Services Building Supplies account to the Public Works Traffic Striping Supplies account.

The Public Works Traffic Division has provided striping services at both the Francis Collins and Katie Patterson Booth community centers, which are operated by Leisure Services. The total cost of the striping of these locations totaled \$787.11 (\$322.52 for Katie Patterson and \$464.59 for Francis Collins). The Traffic Division is requesting reimbursement for these costs.

I hereby recommend this budget amendment.

Please place on the August 4, 2020 City Council Agenda.

City of Gulfport

Budget Amendment Request

Fund Name	General	Date	07/27/20
Department #	315/411	Budget Entry #	2020-83
Department Name	Public Works		

	Original Budget	Prior Amendments	This Amendment	Revised Budget
315				
Personnel	-	-	-	-
Supplies	244,616	2,022	787	247,426
Other Services	-	-	-	-
Capital	-	-	-	-
Total	244,616	2,022	787	247,426
411				
Personnel	-	-	-	-
Supplies	961,702	(32,091)	(787)	928,823
Other Services	-	-	-	-
Capital	-	-	-	-
Total	961,702	(32,091)	(787)	928,823

The Department of Public Works is requesting to transfer a total of \$787.11 from the Leisure Services Building Supplies account to the Public Works Traffic Striping Supplies account.

Amendment # 2020-83



Travis Hart, CPA
Finance Manager

1410 24th Avenue
Gulfport, MS 39501
Phone: 228-868-5705 Ext. 6540
Fax: 228-868-0323
Email: Thart@gulfport-ms.gov

To: Council Members
Mayor Billy Hewes
Dr. John Kelly, CAO

Date: 7/29/2020

Re: City Wide Budget Cuts

Due to efforts of the Process Action Team, Directors and Managers, the following savings in the FY2020 budget were found in various departments. It is requested that the attached budget amendment be approved.

The total amount of savings is \$2,507,074.09 for the remainder of fiscal year 2020. Please see page two for a breakdown of savings by department.

Proposed Budget Cuts for Fiscal Year 2020

Police Department			
WAGES AND SALARIES	\$123,250.00	Information Technology	\$40,000.00
OVERTIME	\$15,104.98	Maintenance Contracts	\$40,000.00
HOLIDAY PAY	\$2,800.00		
STATE RETIREMENT	\$24,501.40	Public works / Engineering	
FICA TAXES	\$10,267.32	Misc	\$243,611.71
HEALTH INSURANCE	\$20,271.11	Capital Projects	\$881,529.07
WORKERS COMP	\$3,805.19	Total	\$1,125,140.78
CONTRACTUAL FEES	\$200,000.00		
Total	\$400,000.00		
Legal Department			
Office supplies	\$2,000.00	Fire Department	
Contractual fees	\$100,000.00	Vehicle	\$43,000.00
Legal fees	\$5,000.00	Cleaning and Janitorial	\$1,200.00
Membership dues, etc.	\$1,000.00	Office supplies	\$1,000.00
Travel	\$1,000.00	Operating supplies	\$10,000.00
Total	\$109,000.00	Uniforms	\$15,000.00
		Gas	\$5,000.00
		Training	\$8,000.00
		Travel	\$7,000.00
		Total	\$90,200.00
Municipal Court			
Operating supplies	\$5,000.00	Economic Development	
Repairs and maintenance	\$1,000.00	Travel	\$1,734.00
Contractual fees	\$37,000.00	Misc Serv and Charges	\$10,145.33
Maintenance contracts	\$7,000.00	Total	\$11,879.33
Postage	\$7,000.00		
Telephone	\$1,000.00	Leisure Service	
Travel	\$3,000.00	Event	\$20,000.00
Total	\$61,000.00	Splash Pad	\$125,000.00
		Jones Park/Harbor Improvements	\$304,931.98
		Wages & Salaries	\$75,000.00
		Total	\$524,931.98
Urban Development			
Office Supplies	\$3,000.00	General Administration	
Motor Vehicle Repair Parts	\$1,500.00	Repairs & Maintenance	\$10,000.00
Repairs & Maintenance	\$449.00	Contract	\$36,000.00
Uniforms	\$2,673.00	Membership Dues	\$16,000.00
Gasoline, Oil, Grease	\$7,500.00	Postage	\$5,000.00
Contractual Fees	\$7,500.00	Travel	\$15,000.00
Membership Dues	\$3,500.00	Total	\$82,000.00
Training Programs	\$5,000.00		
Lot Assessments	\$10,000.00		
Telephone	\$7,500.00		
Wages and Salaries	\$14,300.00		
Total	\$62,922.00		
		Grand Total=	\$2,507,074.09

City of Gulfport

Budget Amendment Request

Fund Name	Various Funds		Date	07/29/20
Department #	City Wide		Budget Entry #	2020-84
Department Name	City Wide			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
125				
Personnel	-	-	-	-
Supplies	16,200	-	(6,000)	10,200
Other Services	442,220	-	(55,000)	387,220
Capital	-	-	-	-
Total	458,420	-	(61,000)	397,420
135				
Personnel	-	-	-	-
Supplies	9,441	-	(2,000)	7,441
Other Services	562,079	(33,557)	(107,000)	421,522
Capital	-	-	-	-
Total	571,520	(33,557)	(109,000)	428,963
145				
Personnel	-	-	-	-
Supplies	56,600	-	(26,000)	30,600
Other Services	588,441	108,683	(56,000)	641,124
Capital	-	-	-	-
Total	645,041	108,683	(82,000)	671,724
150				
Personnel	-	-	-	-
Supplies	26,400	-	(40,000)	(13,600)
Other Services	-	-	-	-
Capital	-	-	-	-
Total	26,400	-	(40,000)	(13,600)
213				
Personnel	-	-	-	-
Supplies	1,414,000	11,940	(200,000)	1,225,940
Other Services	2,273,325	(1,967)	(200,000)	2,071,358
Capital	-	-	-	-
Total	3,687,325	9,973	(400,000)	3,297,298

290				
Personnel	-	-	-	-
Supplies	892,769	147,440	(32,200)	1,008,009
Other Services	589,116	21,186	(15,000)	595,302
Capital	428,151	-	(43,000)	385,151
Total	1,910,036	168,626	(90,200)	1,988,462
345				
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	24,120,194	13,493,736	(429,932)	37,183,998
Total	24,120,194	13,493,736	(429,932)	37,183,998
411				
Personnel	3,407,312	-	(75,000)	3,332,312
Supplies	-	-	-	-
Other Services	1,981,565	-	(20,000)	1,961,565
Capital	-	-	-	-
Total	5,388,877	-	(95,000)	5,293,877
611				
Personnel	1,561,496	-	(14,300)	1,547,196
Supplies	44,940	-	(15,122)	29,818
Other Services	307,267	-	(33,500)	273,767
Capital	-	-	-	-
Total	1,913,703	-	(62,922)	1,850,781
621				
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	160,000	-	(11,879)	148,121
Capital	-	-	-	-
Total	160,000	-	(11,879)	148,121
815				
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	594,678	421,587	(30,000)	986,265
Total	594,678	421,587	(30,000)	986,265
311				
Personnel	-	-	-	-
Supplies	1,219,243	(95,362)	(88,294)	1,035,587
Other Services	-	-	-	-
Capital	809,077	33,878	(23,309)	819,646
Total	2,028,320	(61,484)	(111,603)	1,855,233

313				
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	41,759	294	(2,554)	39,499
Capital	-	-	-	-
Total	41,759	294	(2,554)	39,499
325				
Personnel	-	-	-	-
Supplies	17,864	-	(1,957)	15,907
Other Services	1,927,867	(20,901)	(14,059)	1,892,908
Capital	-	-	-	-
Total	1,945,731	(20,901)	(16,016)	1,908,815
335				
Personnel	-	-	-	-
Supplies	58,932	(2,300)	(2,000)	54,632
Other Services	46,414	1,745	(300)	47,859
Capital	-	-	-	-
Total	105,346	(555)	(2,300)	102,491
345				
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	24,119,894	13,493,736	(378,915)	37,234,715
Total	24,119,894	13,493,736	(378,915)	37,234,715
357				
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	599,522	-	(32,683)	566,839
Total	599,522	-	(32,683)	566,839
358				
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	3,501	1,380	(1)	4,880
Capital	-	-	(1,606)	(1,606)
Total	3,501	1,380	(1,607)	3,274
815				
Personnel	-	-	-	-
Supplies	1,949,650	(164,219)	(166,825)	1,618,606
Other Services	2,916,403	236,150	(5,917)	3,146,636
Capital	-	-	-	-
Total	4,866,053	71,931	(172,742)	4,765,242

825				
Personnel	-	-	-	-
Supplies	962,620	6,131	(15,000)	953,751
Other Services	-	-	-	-
Capital	-	-	-	-
Total	962,620	6,131	(15,000)	953,751
849				
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	3,462,162	1,654,744	(361,721)	4,755,185
Total	3,462,162	1,654,744	(361,721)	4,755,185

Presented are the proposed budget cuts for various departments for the Fiscal Year 2020.

Amendment # 2020-84

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Leonard Papania 

Date: July 13, 2020

Re: Increase Line Item

The following checks were issued by Connie Ladner office Circuit Clerk of Harrison County for Restitution on several drug related arrest.

Check number (46152) amount of \$556.26 (GPD case)

I request your permission to place these funds in the account below:

Account Number	Increase Amount	Increase Amount
Forfeiture and Seizure County and Local Shared Capital- 277-630100		556.26
County/Local Shared Revenue 275-493100	556.26	

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	07/27/20
Department #	277		Budget Entry #	2020-85
Department Name	Police Department			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	52,230	65,137	556	117,923
Total	52,230	65,137	556	117,923
Revenue 275-493100	-	65,905	556	66,461

A check was received from Connie Ladner office Circuit Clerk of Harrison County for restitution on several drug related arrest. Permission is requested to allocate the above amounts to the corresponding accounts.

Amendment # 2020-85

MEMORANDUM – CITY OF GULFPORT

Date: JULY 23, 2020

To: Mayor Billy Hewes
City Council Members

From: Greg Pietrangelo, Director
Department of Urban Development

Re: Resolutions Awarding Bids For Lot Clean-Up and/or Demolitions Of
Certain Property Within The City Of Gulfport And Providing For
Assessment Of Cost To The Said Properties Being Presented To The
City Council On The 4th Day Of August, 2020.

**Please place the attached item on the above referenced council agenda for
resolutions awarding bids.**

There came on for consideration at a meeting of the Mayor and Members of the Council of the City of Gulfport, Mississippi, held on the 4th day of August, 2020, the following Resolution:

A RESOLUTION AWARDING AND/OR REJECTING BIDS FOR LOT CLEANUP AND/OR DEMOLITION OF CERTAIN PROPERTY WITHIN THE CITY OF GULFPORT AND PROVIDING FOR THE ASSESSMENT OF COSTS TO THE SAID PROPERTIES

WHEREAS, at a prior meeting of the Gulfport City Council, certain and various properties located within the City of Gulfport were declared to be in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community; and

WHEREAS, by prior action of this Council, the City of Gulfport was authorized to advertise for bids to perform the noted and required work on the identified properties; and

WHEREAS, having advertised for bids and having received bids, the following represent the lowest and best bids received (per parcel) for the work as described therein:

- Parcel 1: 0710I-04-078.000. Lot 120 Villa Del Rey Subd.. Awarded To Grassmasters Lawn Service Llc For \$195.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines From Site Located At 3513 Bonita Dr. (Trip Llc)
- Parcel 2: 0711O-04-051.000. Lot 13 Anderson & Stewart Add. Awarded To Supple William M For \$194.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines From Site Located At 802 Mills Ave. (Denman John K & Graison Aldridge)
- Parcel 3: 0711N-04-077.000. S 9 Ft Of Lot 13 All Lots 14 & 15 & N 13 Ft Of Lot 16 Blk 8 Central Beach. Awarded To Grassmasters Lawn Service Llc For \$109.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines From Site Located At 806 Lewis Ave. (Ferguson Kay Frances & Debroah Ann)
- Parcel 4: 1010N-04-011.013. Lot 8 Blk 3 Cowan Road Homes Subd. Awarded To Grassmasters Lawn Service Llc For \$49.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines From Site Located At 1820 Curcor Dr. (Barahona Octavio Jose)
- Parcel 5: 1010K-01-001.013. Lot 6 Southern Oaks Gulfport Subd Sec 31-7-10. Awarded To Grassmasters Lawn Service Llc For \$119.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines From Site Located At 0 Southern Oaks Cir. (Rhodes Enterprises Llc)
- Parcel 6: 1011D-03-051.000. Beg 55 Ft S Of Ne Cor Of Lot 6 Of Martin's Subd On W Mar Of Martin Ave S Along Rd 125 Ft Swly 139 Ft N 149.7 Ft Nely 136.9 Ft To Pob Being Lots 3 & 4 & Part Of Lots 5 & 6 Martin's Subd Part Of W1/2 Of Nw1/4 Of Sec 6-8-10. Awarded To Grassmasters Lawn Service Llc For \$249.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines From Site Located At 855 Martin Ave. (Smith Melinda & Carey Jane)
- Parcel 7: 0911B-01-030.000. Beg On N Line Of Pilgrim Prop. Awarded To Grassmasters Lawn Service Llc For \$129.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines From Site Located At 427 Oak Grove Ave. (Frey Geraldine H -Est-)

- Parcel 8: 0910J-01-081.000. Beg. 2308 Ft. E Of W Line Of Sec 36 & 384 Ft More Or Less N Of Pc Rd. Run E Along 4th St. To Rr St. S 60 Ft W To Louisiana St. N 60 Ft. To Beg. Sec. 36-7-11. Awarded To Supple William M For \$294.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines From Site Located At 723 Courthouse Rd. (Hurlbert H P Jr & Wf)
- Parcel 9: 0808J-04-059.000. Lot 61 Blk 1 Kerns Add To Bel- Aire Subd Part 2. Awarded To Supple William M For \$645.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines From Site Located At 11578 Klein Rd. (Jones Priscilla -Est-)
- Parcel 10: 0807L-01-016.000. 1.5 Ac(C) Beg 1188 Ft E Of Inter Of Nw Cor Of Se1/4 Of Nw1/4 Sec 33 & S Mar Of Duckworth Rd S 400 Ft N 52 Dg E 262.5 Ft N 233 Ft To Rd W Along Rd 209 Ft To Pob Part Of Se1/4 Of Nw1/4 Sec 33-6-11. Awarded To Purposed By Design Lawn Maintenance Llc For \$1950.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Board Up And Secure Openings From Site Located At 15271 Duckworth Rd. (Ertel James M)
- Parcel 11: 0808K-03-054.000. Lot 21 Blk 2 Bel-Aire Subd 4th Add Sec A. Awarded To Supple William M For \$1144.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines From Site Located At 11558 Harris Dr. (Smart Steven L)

WHEREAS, the Mayor and Members of the Council find and do so determine that pursuant to bids heretofore received for lot cleanup and/or demolition of certain property described above in the City of Gulfport, that the bid price noted above is the lowest and best price and should be accepted; and

WHEREAS, the Mayor and Members of the Council further find and do so determine that Notice to Proceed should be given to the listed property above, and that the actual costs of cleanup should be assessed against the property as provided by law including a \$250.00 penalty.

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

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

SECTION 2. That the individual bids for the cleanup of the certain properties described above within the City of Gulfport, should be accepted as the lowest and best bid/bid price.

SECTION 3. That Notice to Proceed should be immediately given to the lowest and best bidder as noted above and the completion of all work shall be accomplished within 30 calendar days. If extenuating circumstances occur, the company may request an extension of time in writing to complete the work.

SECTION 4. That the costs of lot cleanup, plus a \$250.00 penalty, should be assessed as a lien against the said properties and shall be enrolled in the Office of the Circuit Clerk of the First

Judicial of Harrison County, Mississippi, as other judgments are enrolled, as provided by law.

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

YEAS:

NAYS:

ABSENT:

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT OF THE COUNCIL

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

APPROVED:

MAYOR

MEMORANDUM – CITY OF GULFPORT

Date: JULY 23, 2020

To: Mayor Billy Hewes
City Council Members

From: Department of Urban Development
Code Enforcement

Subject: Awarding Of Bids

RE: Resolution Awarding Bids For Lot Cleanups and/or Demolition Of Certain Property Within The City Of Gulfport And Providing For Assessment Of Cost To The Said Properties Being Described:

WARD 1

Parcel 1: 0710I-04-078.000. Lot 120 Villa Del Rey Subd.. Awarded To Grassmasters Lawn Service Llc For \$195.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines From Site Located At 3513 Bonita Dr. (Trip Llc)

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Parcel 6: 1011D-03-051.000. Beg 55 Ft S Of Ne Cor Of Lot 6 Of Martin's Subd On W Mar Of Martin Ave S Along Rd 125 Ft Swly 139 Ft N 149.7 Ft Nely 136.9 Ft To Pob Being Lots 3 & 4 & Part Of Lots 5 & 6 Martin's Subd Part Of W1/2 Of Nw1/4 Of Sec 6-8-10. Awarded To Grassmasters Lawn Service Llc For \$249.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines From Site Located At 855 Martin Ave. (Smith Melinda & Carey Jane)

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Parcel 9: 0808J-04-059.000. Lot 61 Blk 1 Kerns Add To Bel- Aire Subd Part 2. Awarded To Supple William M For \$645.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines From Site Located At 11578 Klein Rd. (Jones Priscilla -Est-)

WARD 7

Parcel 10: 0807L-01-016.000. 1.5 Ac(C) Beg 1188 Ft E Of Inter Of Nw Cor Of Se1/4 Of Nw1/4 Sec 33 & S Mar Of Duckworth Rd S 400 Ft N 52 Dg E 262.5 Ft N 233 Ft To Rd W Along Rd 209 Ft To Pob Part Of Se1/4 Of Nw1/4 Sec 33-6-11. Awarded To Purposed By Design Lawn Maintenance Llc For \$1950.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Board Up And Secure Openings From Site Located At 15271 Duckworth Rd. (Ertel James M)

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TOTAL: \$ 5077.00

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Gerard Bellocq, Finance

From: Wayne Miller, P.E.

WEM (JTG)

Date: 7/24/20

**Re: Request Authority to Advertise for Engineering Services
- Debuys Road Sewer Pump Station Improvements**

Attached for your consideration is the Advertisement for Engineering Services for the referenced project with proposals to be received on September 8, 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 replace the Debuys Road Sewer Pump Station. The engineering for this project is funded 100% by Water and Sewer Capital Project Funds.

Please place this item on the August 4, 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 Debuys Road Pump Station Project. The project consists of the engineering design, furnishing materials, labor, and equipment for certain improvements to replace the existing Debuys Road Pump Station. 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 October 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. September 8, 2020. The Expressions of Interest should be submitted and marked on the outside as **"Debuys Road Sewer Pump Station."**

This Legal Notice will appear in The Clarion Ledger and the Sun Herald on August 7, 2020 and August 14, 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

**STATE OF MISSISSIPPI
SECRETARY OF STATE'S OFFICE
MICHAEL WATSON
SECRETARY OF STATE
JACKSON, MISSISSIPPI**

July 15, 2020

David Crane, Esquire
Hailey, McNamara, Hall, Larmann & Papale, LLP
Courthouse Station
302 Courthouse Road, Suite A
Gulfport, MS 39057

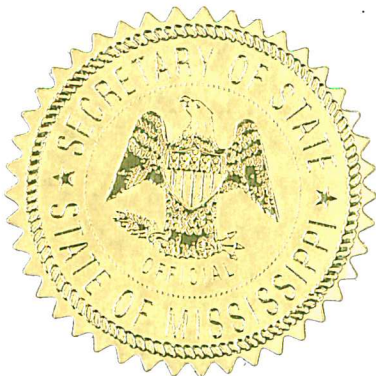
Dear Mr. Crane,

I, Michael Watson, Secretary of State, do hereby certify the

**APPROVAL OF THIRD AMENDED AND RESTATED INTERLOCAL
COOPERATION AGREEMENT AMONG THE CITIES OF GULFPORT,
BILOXI AND D'IBERVILLE PERTAINING TO THE REGULATION
OF MOTOR VEHICLE FOR HIRE AND OTHER RELATED PURPOSES**

**was recorded in this office in the Records of Incorporation; the Interlocal
Corporation Act File; and is located in Photostat Book 409.**

**GIVEN UNDER MY HAND AND THE GREAT SEAL OF THE STATE OF
MISSISSIPPI HERETO AFFIXED, THIS 15TH DAY OF JULY, 2020**



Michael Watson



Lynn Fitch

ATTORNEY GENERAL

OPINIONS

July 10, 2020

David Crane, Esq.
Hailey, McNamara, Hall, Larmann & Papale, LLP
Courthouse Station
302 Courthouse Road, Suite A
Gulfport, Mississippi 39507

Re: Approval of Third Amended and Restated Interlocal Cooperation Agreement among the Cities of Gulfport, Biloxi, and D'Iberville Pertaining to the Regulation of Motor Vehicle for Hire and other Related Purposes

Dear Mr. Crane:

Pursuant to Miss. Code Ann. Section 17-13-11(1), interlocal agreements shall be "submitted to the Attorney General of this state who shall determine whether the agreement is in proper form and compatible with the laws of this state." On June 26, 2020, the Mississippi Attorney General's Office received your request to review the above-referenced Agreement.

Our office has reviewed the Agreement and has found that it is in proper form and compatible with the laws of this state, specifically those laws found in Miss. Code Ann. Section 17-13-1 *et seq.*

The duration of the Agreement exceeds the term of the boards of the participating governmental entities. Any contract that extends beyond the term of the governing board(s) without express statutory authority is voidable at the discretion of the successors. *See, Northeast Mental Health-Mental Retardation Commission v. V. M. Cleveland*, 187 So. 3d 601 (Miss. 2016).

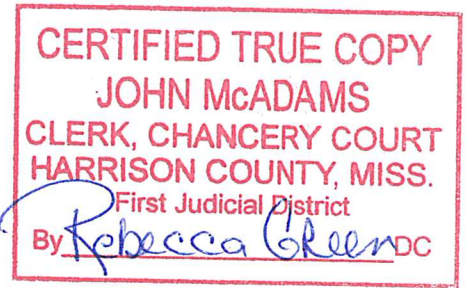
Any subsequent amendment(s) to the Agreement must be approved by this office in accordance with Miss. Code Ann. Section 17-13-11(1).

Do not hesitate to contact our office should you require anything further in this regard.

Sincerely,

Kim P. Turner

Kim P. Turner
Assistant Attorney General



Prepared by:
David Crane
302 Courthouse Rd. , Suite A
Gulfport, MS 39507
MS Bar # 8446
(228) 896-1144

INDEXING INSTRUCTIONS: Interlocal Agreements

STATE OF MISSISSIPPI
COUNTY OF HARRISON

INTERLOCAL AGREEMENT
CREATING THE MOTOR VEHICLE FOR HIRE AUTHORITY

Grantors

The City of Biloxi
Office of the Mayor
P.O. Box 429
Biloxi, MS 39533
(228) 385-1010

The City of D'Iberville
Office of the Mayor
P.O. Box 6519
10383 Automall Parkway
D'Iberville, MS 39540
(228) 392-7966

The City of Gulfport
Office of the Mayor
P.O. Box 1780
Gulfport, MS 39501
(228) 868-5700

Grantee:

Motor Vehicle for Hire Authority
14035 Airport Road V
Gulfport, MS 39503
(228) 222-2374

**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.

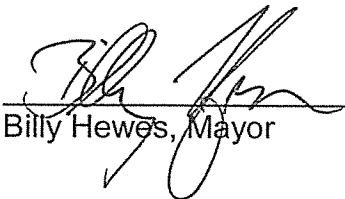
WITNESS OUR SIGNATURES, as duly authorized for and on behalf of the City of Gulfport, the City of Biloxi, and the City of D'Iberville on the dates indicated below.

Signatures on following pages

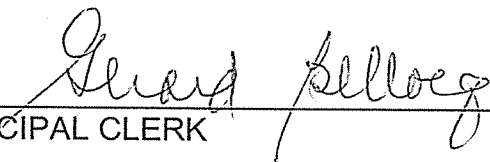
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THIS, the 17 day of June, 2020.

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

By: 
Billy Hewes, Mayor

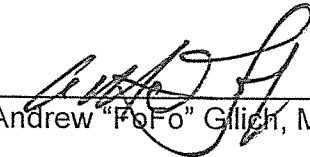
ATTESTED BY:


MUNICIPAL CLERK

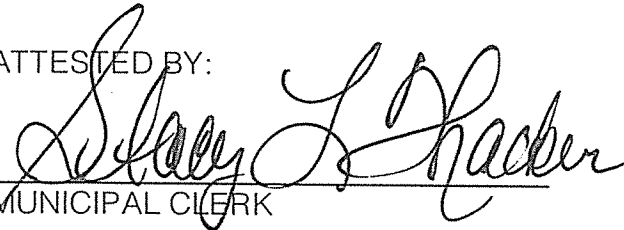
THIS, the 24th day of June, 2020.

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

By:


Andrew "PoFo" Gillich, Mayor

ATTESTED BY:


MUNICIPAL CLERK



THIS, the 16 day of June, 2020.

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

By: Rusty Quave
Rusty Quave, Mayor

ATTESTED BY:

Jodi Wusi
MUNICIPAL CLERK



City of Gulfport, Mississippi

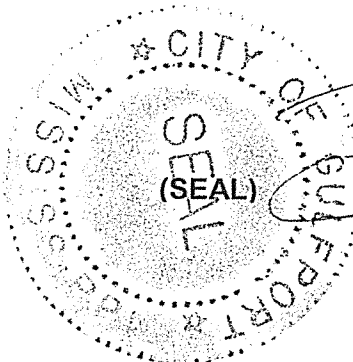
2309 15th Street
Gulfport, Ms. 39501

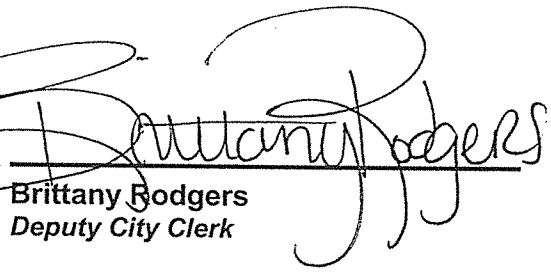
Official Certification

I, Brittany Rodgers, duly appointed and qualified Deputy City Clerk of the City of Gulfport, MS;
do hereby certify that the foregoing is a true and correct copy of:

**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.**

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of the City
of Gulfport, Mississippi, this 26th day of June, 2020.




Brittany Rodgers
Deputy City Clerk

6/26/2020
Date