



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, September 22, 2020

1:30 PM

*Gulfport City Hall
Council Chambers*

1:30 P.M. Invocation, Pledge of Allegiance, Call to Order

Agenda Order Confirmation or adjustment of the agenda order

Presentation Agenda

- Mayor's Report

Policy Issues

Minutes

- 1 Approval of Minutes - for July 29, 2020 SCM.
- 2 Approval of Minutes - for August 4, 2020.
- 3 Approval of Minutes - for August 18, 2020.
- 4 Approval of Minutes - for September 1, 2020 Workshop.
- 5 Approval of Minutes - for September 1, 2020 Public Hearing and Tax Levy Adoption.

Code Enforcement / Planning

- 6 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.

- 7** Certificate of Resubdivision (Short Form) - divide into two parcels zoned I-2 (Heavy industrial) - located at Seaway Road and Logan Cline Drive - Case # 2010PC137 - Ward 5.
- 8** Acceptance of Perpetual Maintenance - Gulfport Highlands Subdivision public improvements, release of Warranty Bond, and transfer of streetlight account to the City of Gulfport, and authorizing the release of the combined \$213,208.20 in Bonds - Case # 1706PC064 - Ward 7.
- 9** Acceptance of Perpetual Maintenance - Duckworth South Subdivision public improvements excluding roadway, release of Warranty Bond, and transfer of streetlight account to the City of Gulfport, and authorizing the release of the \$8,600 Letter of Credit Bond - Case # 1803PC034 - Ward 7.
- 10** Acceptance of Perpetual Maintenance - Florence Gardens Phase V Subdivision public improvements excluding roadway, release of Warranty Bond, and transfer of streetlight account to the City of Gulfport, and authorizing the issuance of a special check to refund the \$12,500 Cash Bond - Case # 1906PC077 - Ward 6.
- 11** Acceptance of Perpetual Maintenance - Florence Gardens Phase VI Subdivision public improvements excluding roadway, release of Warranty Bond, and transfer of streetlight account to the City of Gulfport, and authorizing the issuance of a special check to refund the \$12,500 Cash Bond - Case # 1906PC078 - Ward 6.

Ordinances

- 12** Ordinance - to rezone tax parcels from R-2 (Single-family) to B-2 (General business) - located at East Pass Road - Case # 2007PC075 - Ward 2.

Resolutions

- 13** Resolution - approving the Budget of Memorial Hospital at Gulfport for its 2021 Fiscal Year, and for related purposes.
- 14** Resolution - formally accepting assistance of the Harrison County Board of Supervisors with respect to Paving Improvements on various streets in the City of Gulfport, Mississippi, seeking approval for assistance (Paving Improvements) by the Board of Supervisors, and for related purposes.

- 15** Resolution - approving Agreement between the City of Gulfport and Mississippi Gulf Coast Community College, for Training Services for Employees of the City of Gulfport, authorizing the Mayor to execute the same, and for related purposes.
- 16** Resolution - approving Award to Moran Hauling, Inc., for Construction of the Bernard Bayou Blueway Kayak Launches Project, approving Contract between the City of Gulfport and Moran Hauling, Inc., authorizing the Mayor (or designee) to execute the same, and for related purposes.
- 17** Resolution – approving Grant Agreement under the Fiscal Year 2019 Build Transportation Grants Program for the Interconnecting Gulfport Project, authorizing the Mayor to execute and deliver the same, and for related purposes.
- 18** Resolution - approving and authorizing/ratifying Amendment to Application (Program Narrative/Budget) for FY 2019 Justice Assistance Grant Program Grant Number 2019-DJ-BX-0423, and for related purposes.
- 19** Resolution - approving Amendment No. 1 to the Memorandum of Agreement with the Mississippi Department of Transportation for the School Zone Traffic Safety Project, and for related purposes.
- 20** Resolution - approving Amended Memorandum of Understanding with the Harrison County Development Commission, authorizing the Mayor to execute the same, and for related purposes.
- 21** Resolution - approving Amended and Restated Agreement to Lease, Operate and Maintain the Bayou Vista Golf Course and Driving Range, authorizing the Mayor to execute and deliver the same, and for related purposes.
- 22** Resolution - approving Supplemental Agreement #1 with JLB Contractors, LLC. for Construction for Seaway Road Pedestrian Pathway Project, authorizing the Mayor to execute the same, and for related purposes.
- 23** Resolution – approving Supplemental Agreement #2 to Contract with Moran Hauling, Inc., for Construction Services in connection with the Dedeaux Road Widening Phase I Improvements Project, authorizing the Mayor to execute said Agreement, and for related purposes.

- 24 Resolution - authorizing the City of Gulfport to accept the Alcohol and Drug Impaired Driving Grant Number 154AL-2021-ST-21-41, and for related purposes.
- 25 Resolution - authorizing the City of Gulfport to accept NHTSA Police Traffic Services Grant Number PT-2021-PT-21-41, and for related purposes.
- 26 Resolution - approving Request for Acquisition of Drug Forfeited Vehicles from the U.S. Department of Justice/Drug Enforcement Administration, authorizing payment of 20% of the value of the vehicle, authorizing execution of any and all documents needed to effectuate the said Acquisition, and for related purposes.
- 27 Resolution - approving the temporary closure of municipal right of way for the 11th Annual View the Cruise to be held on Sunday, October 4, 2020, and for related purposes.
- 28 Resolution - approving the temporary closure of municipal right of way for a limited period to facilitate improvements at the Combat Readiness Training Center of the Mississippi National Guard, and for related purposes.
- 29 Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Tropical Storm/Hurricane Sally on the City of Gulfport, and for related purposes.
- 30 Request - to solicit donations for the 2021 Cinema by the Shore Season.

Budget Amendments / Docket of Claims

- 31 Budget Amendment #97 - budget for FY21 Police Traffic Services Grant.
- 32 Budget Amendment #98 - budget for FY21 Alcohol & Drug Impaired Driving Grant.
- 33 Budget Amendment #99 – transferring within the Fire Department budget.
- 34 Budget Amendment #100 - increasing Federal Funds for School Zone Traffic Safety Project.
- 35 Docket of Claims - to be approved through September 23, 2020.

Routine Agenda

- 36** Resolution - awarding bids for lot clean-ups and/or demolitions.
- 37** Associated Adjusters Check Registers - for workers' comp and general liability claims paid during July, 2020 - to be made a part of the minutes.
- 38** Bi-Weekly Payroll Report - for the month of July, 2020 - to be made a part of the minutes.
- 39** Letter - regarding bid awarded by Purchasing to Hurricane Electronics for Command Vehicle Lighting - Fire Department - to be made a part of the minutes.
- 40** Letter - regarding bid awarded by Purchasing to Performance Muffler & Accessories, LLC for Fire Truck Equipment - Fire Department - to be made a part of the minutes.
- 41** Ratification - of Encroachment Easement for 33rd Avenue - U.S. Department of Labor - to be made a part of the minutes.
- 42** Ratification - of Executed Acceptance of Franchise (FF9) - to be made a part of the minutes.
- 43** Ratification - of Perpetual Access and Utility Easement for the Markham Hotel - to be made a part of the minutes.
- 44** Ratification - of Service Agreement Renewal and Addendum - to be made a part of the minutes.
- 45** Ratification - of State of Emergency - Tropical Storm/Hurricane Sally - to be made a part of the minutes.
- 46** Ratification - of Harbor Evacuation Order and Termination of Order - 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. Lee Jackson**
- **Mr. Fred Hogue**
- **Mr. Jesse Mason**
- **Ms. Jane Dennis**

Executive Session

Setting of Next Meeting and Adjournment



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Wednesday, July 29, 2020

11:30 AM

*Gulfport City Hall
Council Chambers*

11:30 A.M.

The Mayor and Members of Council met at City Hall at 11:30 A.M., on the above date, same being an adjourned meeting from a Regular Meeting on July 21, 2020 at 1:30 P.M.

Present: General Counsel Hugh Keating, Clerk of Council Brittany Rodgers,
Councilmembers: Ron Roland, Ella Holmes-Hines (teleconference), Rusty Walker, Myles Sharp, and R.Lee Flowers. **Absent:** Councilmembers Kenneth Casey and Cara Pucheu.

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

Declaration of Special Call Meeting

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

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers
Absent: Kenneth Casey, Cara Pucheu

Policy Issues

- 1 Ordinance - designating new polling place for Precinct 3B in the City of Gulfport, Mississippi, and for related purposes.

Motion to Adopt Ordinance, Moved By Ella Holmes-Hines, Seconded by Rusty Walker

Vote: Motion Carried By Unanimous Roll Call Vote
Aye: Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers
Absent: Kenneth Casey, Cara Pucheu

Attachment(s):

[Ordinance 3039 - Signed](#)

- 2 Resolution - approving Change Order #3 to Contract with Gulf Breeze Landscaping, LLC, for Downtown Streetscape Improvements Project Phase III, authorizing the Mayor to execute Change Order #3, and for related purposes.

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

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, Cara Pucheu

Attachment(s):

[Resolution - Change Order 3 - Gulf Breeze - Downtown Streetscape Phase III - Signed](#)

- 3 Resolution - approving Change Order #1 to Contract with F&F Construction, Inc., for Downtown Streetscape Improvements Project - Phase III-B, authorizing the Mayor to execute Change Order #1, authorizing payment of the Final Pay Application on this project, and for related purposes.

Motion to Approve, Moved By Myles Sharp, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, Cara Pucheu

Attachment(s):

[Resolution - Change Order 1 - F&F Construction](#)

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn until August 4, 2020 at 1:30 P.M. for a Regular Council Meeting, Moved By Myles Sharp, **Seconded by** Ron Roland

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: Kenneth Casey, Cara Pucheu

City Clerk

Mayor



City of Gulfport, Mississippi

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Declaration of Special Call Meeting

Policy Issues

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- 2 Resolution - approving Change Order #3 to Contract with Gulf Breeze Landscaping, LLC, for Downtown Streetscape Improvements Project Phase III, authorizing the Mayor to execute Change Order #3, and for related purposes.
- 3 Resolution - approving Change Order #1 to Contract with F&F Construction, Inc., for Downtown Streetscape Improvements Project - Phase III-B, authorizing the Mayor to execute Change Order #1, authorizing payment of the Final Pay Application on this project, and for related purposes.

Setting of Next Meeting and Adjournment

Exhibit "A"



City of Gulfport, Mississippi

Minutes City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, September 1, 2020

4:30 PM

*Gulfport City Hall
Council Chambers*

4:30 P.M.

The Mayor and Members of Council met at City Hall at 4:30 P.M., on the above date, same being an adjourned meeting from a Regular Meeting on August 18, 2020 at 1:30 P.M.

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

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

Declaration of Special Call Meeting

Motion to Declare a Special Call Meeting and to have the meeting notice thereof appended as Exhibit "A" to these minutes, Moved By Myles Sharp, Seconded by R.Lee Flowers

Vote: Motion Carried By Unanimous Roll Call Vote

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

Discussion Topic(s)

- 1 Update - Water Meter Register Head Replacement Project.

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, **Motion to Adjourn until September 1, 2020 at 5:15 P.M. for a Special Call Meeting, Moved By Myles Sharp, Seconded by Kenneth Casey**

Vote: Motion Carried By Unanimous Roll Call Vote

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

City Clerk

Mayor



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, September 1, 2020

4:30 PM

*Gulfport City Hall
Council Chambers*

4:30 P.M.

Declaration of Special Call Meeting

Discussion Topic(s)

- 1 Update - Water Meter Register Head Replacement Project.

Setting of Next Meeting and Adjournment

Exhibit "A"



City of Gulfport, Mississippi

Minutes City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, September 1, 2020

5:15 PM

*Gulfport City Hall
Council Chambers*

5:15 P.M.

The Mayor and Members of Council met at City Hall at 5:15 P.M., on the above date, same being an adjourned meeting from a Special Call Meeting on September 1, 2020 at 4:30 P.M.

Present: Mayor Billy Hewes, CAO Dr. John Kelly, General Counsel Hugh Keating, Clerk of Council Brittany Rodgers, **Councilmembers:** Kenneth Casey, Ron Roland, Ella Holmes-Hines, Rusty Walker, Myles Sharp, R.Lee Flowers (out at 5:51 P.M.), and Cara Pucheu.

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

Declaration of Special Call Meeting

Motion to Declare a Special Call Meeting and to have the meeting notice thereof appended as Exhibit "A" to these minutes, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Public Hearing

- 1 Presentation - of Mayor's Proposed Budget for Fiscal Year Ending September 30, 2021.

Presented By: City Clerk/Comptroller Gerard Bellocq

Attachment(s):

[FY21 Budget Review for Budget Hearing](#)
[FY21 Proposed Budget](#)

The following Citizen(s) addressed the Council:

- Ms. Nay Boler-Smith

2

Ordinance - fixing the levy for the municipal taxes for the City of Gulfport, Mississippi and the Gulfport Municipal Separate School District for the Fiscal Year 2020 - 2021, beginning October 1, 2020 and ending September 30, 2021.

***This item was taken first.**

Motion to Adopt Ordinance, Moved By R.Lee Flowers, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Attachment(s):

Ordinance 3041 - Signed

Setting of Next Meeting and Adjournment

There being no further business to come before the Council at this time, Motion to Adjourn until September 8, 2020 at 1:30 P.M. for a Special Call Meeting, Moved By Myles Sharp, **Seconded by** Kenneth Casey

Vote: Motion Carried By Unanimous Roll Call Vote

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

Absent: R.Lee Flowers

City Clerk

Mayor



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, September 1, 2020

4:30 PM

*Gulfport City Hall
Council Chambers*

4:30 P.M.

Declaration of Special Call Meeting

Discussion Topic(s)

- 1 Update - Water Meter Register Head Replacement Project.

Setting of Next Meeting and Adjournment

Exhibit "A"



CITY OF GULFPORT
URBAN DEVELOPMENT
CODE ENFORCEMENT
POSTINGS

TABLE OF CONTENTS

WARD 1

PARCEL	LOCATION	OWNER
0711L-02-001.000	17TH ST	WESTLEY JAMES & DELPHINE
0711H-05-007.000	1922 39TH AVE	JONES EVA MAE -EST-
0711H-05-058.000	1717 41ST AVE	HINTON WILLIAM S -ESTATE-
0811E-04-017.000	3103 22ND ST	HILL ROSA M O -EST-
0711J-02-008.000	4200 WEST RAILROAD ST	MANNING JIMMY
0711K-04-063.000	1601 DIXIE AVE	STATE OF MISSISSIPPI
0711K-04-037.010	JO ELLEN CIR	STATE OF MISSISSIPPI
0711K-04-068.000	0 DIXIE AVE	STATE OF MISSISSIPPI
0711K-04-065.000	1521 BEACH AVE	STATE OF MISSISSIPPI

WARD 2

PARCEL	LOCATION	OWNER
0811A-03-001.000	2425 KELLY AVE	MARTEL JON M
0811A-04-004.000	2709 KELLY AVE	EMPIRE INVESTMENTS #2 LLC
0911C-02-003.001	1806 BURTON AVE	NGUYEN MINH KY HUU
1010N-04-008.006	2001 CURCOR DR	POOLER JUDY
0811L-04-103.000	1234 32ND AVE A	FLORES HUMBERTO AGUILAR
0711I-03-023.000	924 39TH AVE	LUU TOAN BAO & EVAN
0711O-04-057.000	702 MILLS AVE	HAYDEL PROPERTIES LP
0910M-03-025.000	3003 5TH AVE	HAYNIE TED

WARD 3

PARCEL	LOCATION	OWNER
0811B-04-069.000	2300 18TH AVE	HARRIS BUILDING SOLUTIONS LLC
0810N-01-026.000	3118 23RD AVE	MERKORD & ASSOCIATES INC
0810N-04-064.000	2522 28TH ST	PAYNE ROBERT A JR
0810C-02-024.000	8319 GEORGIA AVE	WILLIAMS CHERYEL A & BUCKHALTER A L
0810C-03-005.001	0 MISSISSIPPI AVE	PATTON ARTHUR R & JACQUELINE
0911C-01-199.001	2205 OAK AVE	ANTHONY CHRISTOPHER U & GLASS JULIE

WARD 5

PARCEL	LOCATION	OWNER
1009L-02-005.000	11134 CREEL CIR	KEWLEY CHARLES W
1009L-02-012.000	11257 CREEL CIR	BAGGETT JAMES E & ROESSLING BRENDA

**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

August 31, 2020

WESTLEY JAMES & DELPHINE
5185 MAPLERIDGE DR
COLUMBUS, OH 43232

Reference: Tax Parcel Number: 0711L-02-001.000
17TH 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 REMOVE TREE FROM HOUSE

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, 09/22/2020 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: 5998

**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

August 31, 2020

WESTLEY JAMES & DELPHINE

4919 17th St

Gulfport, MS. 39501

Reference: Tax Parcel Number: 0711L-02-001.000
17TH 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: KENNETH CASEY SR

Case Number: 5998

**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

September 1, 2020

JONES EVA MAE -EST-
1922 39th Ave.
Gulfport, MS 39501

Reference: Tax Parcel Number: 0711H-05-007.000
1922 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:

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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: KENNETH CASEY SR

Case Number: 6486



**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

August 19, 2020

HINTON WILLIAM S –ESTATE-
P.O. BOX 6247
GULFPORT, MS 39506

Reference: Tax Parcel Number: 0711H-05-058.000
1717 41ST 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
UNSAFE STRUCTURE, IPMC 108.1.1	HOUSE – RAISE HOME TO MEET FLOOD ZONE OR DEMOLISH
UNSAFE STRUCTURE, IPMC 108.1.1	SHED – DEMOLISH AND HAUL OFF ALL 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,

Robert Beaugez

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

Case Number: 6520

**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

August 19, 2020

HINTON WILLIAM S –ESTATE-
1717 41ST AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711H-05-058.000
1717 41ST 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
UNSAFE STRUCTURE, IPMC 108.1.1	HOUSE – RAISE HOME TO MEET FLOOD ZONE OR DEMOLISH
UNSAFE STRUCTURE, IPMC 108.1.1	SHED – DEMOLISH AND HAUL OFF ALL DEBRIS

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

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Respectfully yours,

Robert Beaugez

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

Case Number: 6520



Gulfport

Document ID: 2020-0001
Document Title: [illegible]
Document Type: [illegible]
Document Status: [illegible]

Document Description: [illegible]

Description	Comments & Action Required
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

Document Footer: [illegible]

Aug 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

August 19, 2020

HILL ROSA M O -EST-
3103 22ND ST
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811E-04-017.000
3103 22ND 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

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Respectfully yours,

Robert Beaugez

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

Case Number: 6714



Gulfport

Project Name: [illegible]
Project Number: [illegible]
Project Location: [illegible]
Project Start Date: [illegible]
Project End Date: [illegible]

Project Description: [illegible]

Project Objectives: [illegible]

Project Results: [illegible]

Project Status: [illegible]

Project Contact: [illegible]

Aug 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

August 25, 2020

MANNING JIMMY
P O BOX 4915
BILOXI, MS 39535

Reference: Tax Parcel Number: 0711J-02-008.000
4200 WEST RAILROAD 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: KENNETH CASEY SR

Case Number: 6719

**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

August 25, 2020

MANNING JIMMY
4200 West Railroad St
Gulfport, MS. 39501

Reference: Tax Parcel Number: 0711J-02-008.000
4200 WEST RAILROAD 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: KENNETH CASEY SR

Case Number: 6719



Aug 25, 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

August 27, 2020

STATE OF MISS 5/24/2018

1601 Dixie Ave
Gulfport, MS. 39501

Reference: Tax Parcel Number: 0711K-04-063.000
1601 DIXIE AVE

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

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Respectfully yours,

Robert Beaugez

Robert Beaugez - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 6862

**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

August 27, 2020

STATE OF MISS 5/24/2018
P O BOX 136
JACKSON, MS 39205

Reference: Tax Parcel Number: 0711K-04-063.000
1601 DIXIE AVE

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

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Respectfully yours,

Robert Beaugez

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

Case Number: 6862



Sep 1, 2020

**CODE ENFORCEMENT**

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

August 28, 2020

STATE OF MISS # 334

P O BOX 136

Jackson, MS.39205

Reference: Tax Parcel Number: 0711K-04-037.010
JO ELLEN CIR

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: KENNETH CASEY SR

Case Number: 6867

**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

August 28, 2020

STATE OF MISS # 334

0 Jo Ellen Cir
Gulfport, MS 39501

Reference: Tax Parcel Number: 0711K-04-037.010
JO ELLEN CIR

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Respectfully yours,

Robert Beaugez

Robert Beaugez - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 6867



**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

August 28, 2020

STATE OF MISS # 330

P O BOX 136

Jackson, MS. 39205

Reference: Tax Parcel Number: 0711K-04-068.000
O Dixie Ave.

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

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Respectfully yours,

Robert Beaugez

Robert Beaugez - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 6868

**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

August 28, 2020

STATE OF MISS # 330
O Dixie Ave.
Gulfport, MS 39501

Reference: Tax Parcel Number: 0711K-04-068.000
O Dixie Ave.

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

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Respectfully yours,

Robert Beaugez

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

Case Number: 6868



Calluses

1. Corn	2. Heel	3. Toe	4. Ball	5. Side	6. Back	7. Forefoot	8. Arch	9. Heel	10. Toe
11. Ball	12. Side	13. Back	14. Forefoot	15. Arch	16. Heel	17. Toe	18. Ball	19. Side	20. Back
21. Forefoot	22. Arch	23. Heel	24. Toe	25. Ball	26. Side	27. Back	28. Forefoot	29. Arch	30. Heel
31. Toe	32. Ball	33. Side	34. Back	35. Forefoot	36. Arch	37. Heel	38. Toe	39. Ball	40. Side
41. Back	42. Forefoot	43. Arch	44. Heel	45. Toe	46. Ball	47. Side	48. Back	49. Forefoot	50. Arch
51. Heel	52. Toe	53. Ball	54. Side	55. Back	56. Forefoot	57. Arch	58. Heel	59. Toe	60. Ball
61. Side	62. Back	63. Forefoot	64. Arch	65. Heel	66. Toe	67. Ball	68. Side	69. Back	70. Forefoot
71. Arch	72. Heel	73. Toe	74. Ball	75. Side	76. Back	77. Forefoot	78. Arch	79. Heel	80. Toe
81. Ball	82. Side	83. Back	84. Forefoot	85. Arch	86. Heel	87. Toe	88. Ball	89. Side	90. Back
91. Forefoot	92. Arch	93. Heel	94. Toe	95. Ball	96. Side	97. Back	98. Forefoot	99. Arch	100. Heel

Sep 1, 2020

**CODE ENFORCEMENT**

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

August 28, 2020

STATE OF MISS 2019

P O BOX 136

Jackson, MS. 39205

Reference: Tax Parcel Number: 0711K-04-065.000
1521 BEACH 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

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Respectfully yours,

Robert Beaugez

Robert Beaugez - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 6874

**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

August 28, 2020

STATE OF MISS 2019

1521 Beach Ave.
Gulfport, MS 39501

Reference: Tax Parcel Number: 0711K-04-065.000
1521 BEACH AVE

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Respectfully yours,

Robert Beaugez

Robert Beaugez - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: KENNETH CASEY SR

Case Number: 6874



Sep 1, 2020

**CODE ENFORCEMENT**

P.O. Box 1780

Gulfport, MS 39502

Phone: 228-868-5718

Fax: 228-214-4487

Wm. H. Hardy Building

1410 24th Avenue

Gulfport, MS 39501

August 20, 2020

MARTEL JON M
2425 KELLY AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811A-03-001.000
2425 KELLY AVE

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

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Respectfully yours,

Robert Beaugez

Robert Beaugez - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RON ROLAND

Case Number: 6532



2425

Gulfport

Aug 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

August 20, 2020

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

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

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows 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: 6535

**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

August 20, 2020

EMPIRE INVESTMENTS # 2 LLC

2709 Kelly Ave
Gulfport, MS 39501

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

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows 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: 6535



**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

September 2, 2020

NGUYEN MINH KY HUU
137 FRANKLIN ST
ALLSTON, MA 02134

Reference: Tax Parcel Number: 0911G-02-003.001
1806 BURTON AVE

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

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Respectfully yours,

Linda Allen

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

Case Number: 6709

**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

September 2, 2020

NGUYEN MINH KY HUU
1806 BURTON AVE
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0911G-02-003.001
1806 BURTON AVE

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Respectfully yours,

Linda Allen

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

Case Number: 6709



**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

September 1, 2020

POOLER, JUDY
8120 HUTSON RD
CHRISTIANA, TN 37037

Reference: Tax Parcel Number: 1010N-04-008.006
2001 CURCOR DR

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

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Respectfully yours,

Linda Allen

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

Case Number: 6735

**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

September 1, 2020

POOLER JUDY
2001 CURCOR DR
GULFPORT, MS 39507

Reference: Tax Parcel Number: 1010N-04-008.006
2001 CURCOR DR

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

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Respectfully yours,

Linda Allen

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

Case Number: 6735



**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

August 21, 2020

FLORES HUMBERTO AGUILAR
1234 32ND AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0811L-04-103.000
1234 32ND AVE A

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: 6770



Gullport
Sept 1, 2020
Mr. & Mrs. [Name]
[Address]
[City, State, Zip]
[Phone Number]
[Email Address]
[Website]
[Social Media]
[Other Contact Info]

PRIVATE PROPERTY
NO TRESPASSING

Aug 24, 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

August 21, 2020

LUU TOAN BAO & EVAN
924 39TH AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0711I-03-023.000
924 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:
BROKEN WINDOWS IPMC 301.13	REPAIR/REPLACE BROKEN WINDOW

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NOTICE OF HEARING

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Respectfully yours,

Robert Beaugez

Robert Beaugez - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RON ROLAND

Case Number: 6796



Aug 21, 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

August 25, 2020

HAYDEL PROPERTIES LP
P O BOX 1891
GULFPORT, MS 39502

Reference: Tax Parcel Number: 07110-04-057.000
702 MILLS AVE

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

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Respectfully yours,

Robert Beaugez

Robert Beaugez - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RON ROLAND

Case Number: 6853

**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

August 25, 2020

HAYDEL PROPERTIES LP

702 Mills Ave.

Gulfport, MS. 39501

Reference: Tax Parcel Number: 0711O-04-057.000
702 MILLS AVE

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

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Respectfully yours,

Robert Beaugez

Robert Beaugez - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: RON ROLAND

Case Number: 6853

**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

September 2, 2020

HAYNIE TED Q
13556 PERDIDO KEY DR
PENSACOLA, FL 32507

Reference: Tax Parcel Number: 0910M-03-025.000
3003 5TH 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
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE ALL OPENINGS

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

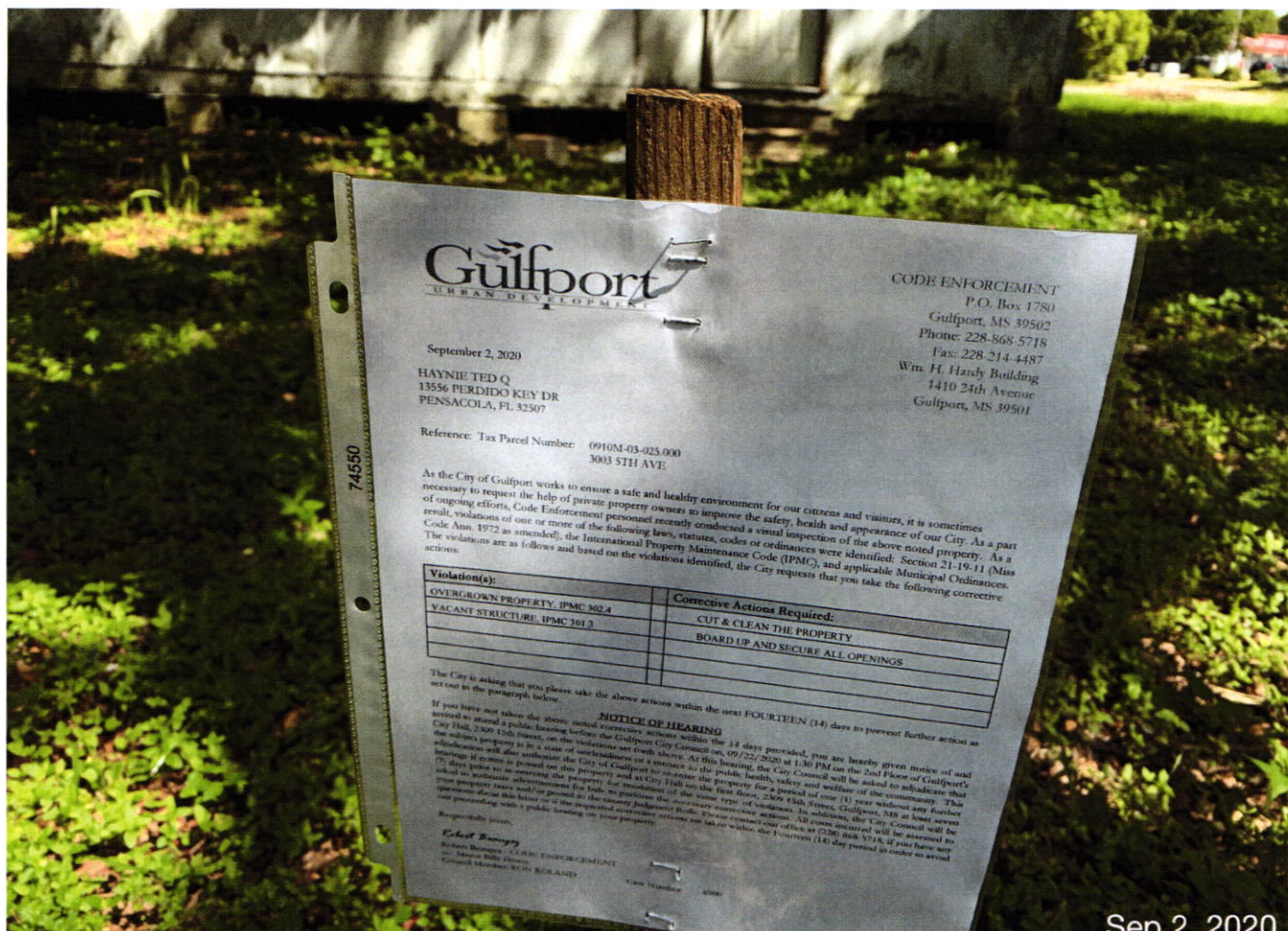
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Respectfully yours,

Robert Beaugez

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

Case Number: 6900



Sep 2 2020



Sep 2 2020

**CODE ENFORCEMENT**

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

August 31, 2020

HARRIS BUILDING SOLUTIONS LLC
941 W MORSE BLVD SUITE 100
WINTER PARK, FL 32789

Reference: Tax Parcel Number: 0811B-04-069.000
2300 18TH AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows 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: 6107

**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

August 31, 2020

HARRIS BUILDING SOLUTIONS LLC

2300 18th Ave.

Gulfport, MS 39901

Reference: Tax Parcel Number: 0811B-04-069.000
2300 18TH AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows 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: 6107



Sep 1, 2020



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

August 25, 2020

MERKORD & ASSOCIATES INC
6635-B SPRING CYPRESS RD
SPRING, TX 77379

Reference: Tax Parcel Number: 0810N-01-026.000
3118 23RD AVE

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

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Respectfully yours,

Robert Beaugez

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

Case Number: 6441

**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

August 25, 2020

MERKORD & ASSOCIATES INC

3118 23rd Ave.

Gulfport, MS. 39501

Reference: Tax Parcel Number: 0810N-01-026.000
3118 23RD AVE

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Respectfully yours,

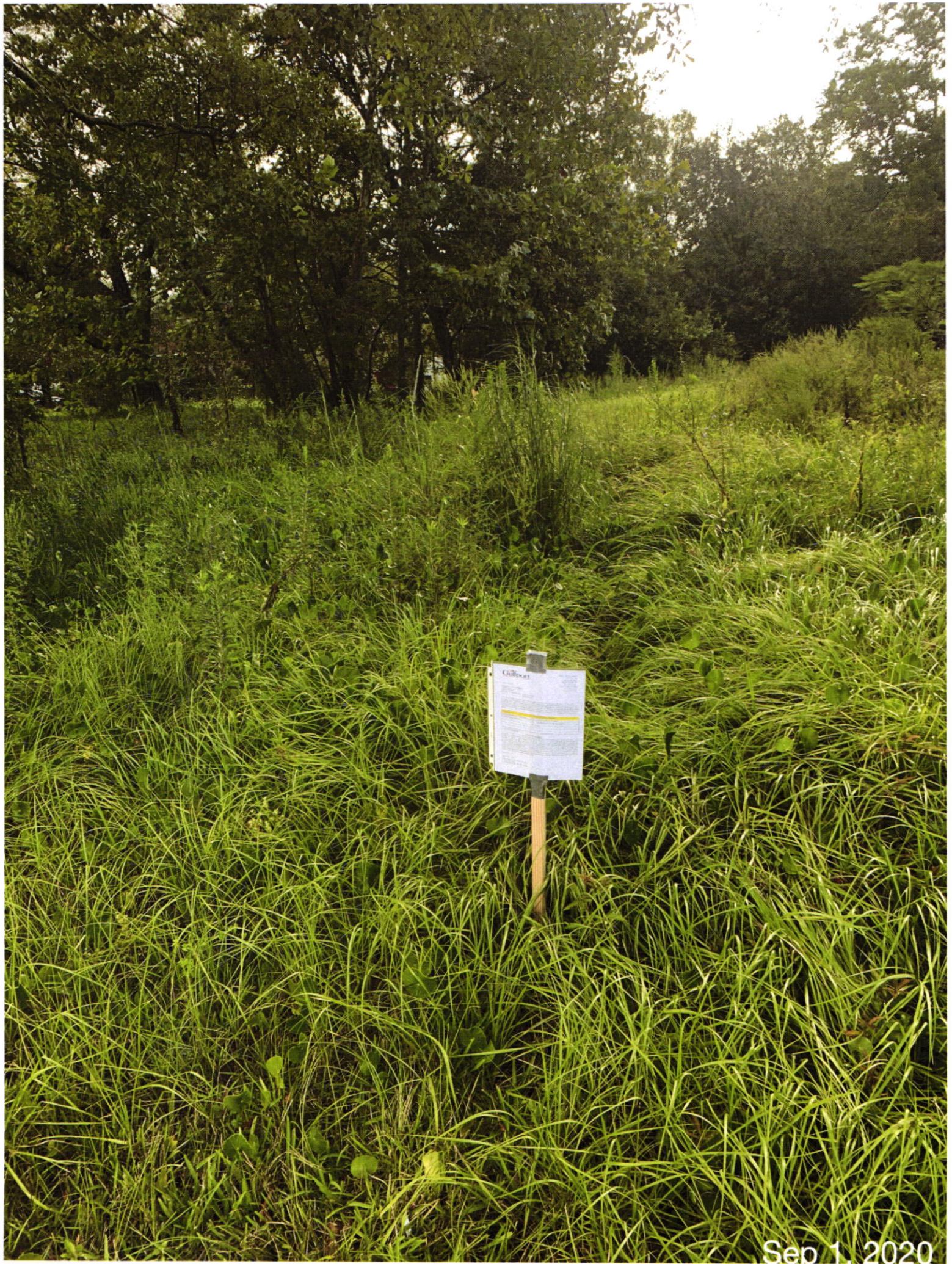
Robert Beaugez

Robert Beaugez - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 6441



Sep 1, 2020

**CODE ENFORCEMENT**

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

August 24, 2020

PAYNE ROBERT A JR
13331 COUNTRY LANE
BILOXI, MS 39532

Reference: Tax Parcel Number: 0810N-04-064.000
2522 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:

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

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NOTICE OF HEARING

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Respectfully yours,

Robert Beaugez

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

Case Number: 6568

**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

August 24, 2020

PAYNE ROBERT A JR
2522 28th St.
Gulfport, MS. 39501

Reference: Tax Parcel Number: 0810N-04-064.000
2522 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: ELLA HOLMES-HINES

Case Number: 6568



**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

August 28, 2020

WILLIAMS CHERYEL A & BUCKHALTER A L
8319 GEORGIA AVE
GULFPORT, MS 39503

Reference: Tax Parcel Number: 0810C-02-024.000
8319 GEORGIA AVE

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

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Respectfully yours,

Robert Beaugez

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

Case Number: 6655



Gullport
WATER TREATMENT PLANT

NOTICE: This area is a restricted access zone. No vehicles, equipment, or personnel are allowed to enter this area without prior written permission from the Gullport Water Treatment Plant. Violations may result in fines or legal action.

For more information, please contact the Gullport Water Treatment Plant at (508) 833-1234.

Sep 1, 2020

**CODE ENFORCEMENT**

P.O. Box 1780

Gulfport, MS 39502

Phone: 228-868-5718

Fax: 228-214-4487

Wm. H. Hardy Building

1410 24th Avenue

Gulfport, MS 39501

August 28, 2020

PATTON ARTHUR R & JACQUELINE
8187 MISSISSIPPI AVE
GULFPORT, MS 39501

Reference: Tax Parcel Number: 0810C-03-005.001
MISSISSIPPI 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, 09/22/2020 at 1:30 PM on the 2nd Floor of Gulfport's City Hall, 2309 15th Street, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is in a state of uncleanness or a menace to the public health, safety and welfare of the community. This adjudication will also authorize the City of Gulfport to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall on the first floor, 2309 15th Street, Gulfport, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the City Council will be asked to authorize advertisement for bids to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the county Judgment Rolls. Please contact our office at (228) 868-5718, if you have any questions about this letter or if the requested corrective actions are taken within the Fourteen (14) day period in order to avoid our proceeding with a public hearing on your property.

Respectfully yours,

Robert Beaugez

Robert Beaugez - CODE ENFORCEMENT

cc: Mayor Billy Hewes

Council Member: ELLA HOLMES-HINES

Case Number: 6658

**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

August 28, 2020

PATTON ARTHUR R & JACQUELINE

0 Miss Ave.

Gulfport, MS 39501

Reference: Tax Parcel Number: 0810C-03-005.001
MISSISSIPPI 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	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: 6658



**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

September 2, 2020

ANTHONY CHRISTOPHER U & GLASS JULIE
2205 OAK AVE
GULFPORT, MS 39507

Reference: Tax Parcel Number: 0911G-01-199.001
2205 OAK AVE

As the City of Gulfport works to ensure a safe and healthy environment for our citizens and visitors, it is sometimes necessary to request the help of private property owners to improve the safety, health and appearance of our City. As a part of ongoing efforts, Code Enforcement personnel recently conducted a visual inspection of the above noted property. As a result, violations of one or more of the following laws, statutes, codes or ordinances were identified: Section 21-19-11 (Miss Code Ann. 1972 as amended), the International Property Maintenance Code (IPMC), and applicable Municipal Ordinances. The violations are as follows 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
VACANT STRUCTURE, IPMC 301.3	BOARD UP AND SECURE ALL OPENINGS

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Respectfully yours,

Linda Allen

Linda Allen - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: ELLA HOLMES-HINES

Case Number: 6794

**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

August 14, 2020

KEWLEY CHARLES W
11134 CREEL CIR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 1009L-02-005.000
11134 CREEL CIR

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,

Linda Allen

Linda Allen - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP

Case Number: 6689



Aug 17, 2020 at 9:37 AM



Aug 17, 2020 at 9:37 AM



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

August 14, 2020

BAGGETT JAMES E & ROESSLING BRENDA
10530 THREE RIVERS RD LOT 112
GULFPORT, MS 39503

Reference: Tax Parcel Number: 1009L-02-012.000
11257 CREEL CIR

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,

Linda Allen

Linda Allen - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP

Case Number: 6692

**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

August 14, 2020

BAGGETT JAMES E & ROESSLING BRENDA
11257 CREEL CIR
GULFPORT, MS 39503

Reference: Tax Parcel Number: 1009L-02-012.000
11257 CREEL CIR

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,

Linda Allen

Linda Allen - CODE ENFORCEMENT
cc: Mayor Billy Hewes
Council Member: MYLES SHARP

Case Number: 6692



MEMORANDUM – CITY OF GULFPORT

Date: **SEPTEMBER 8, 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 22nd Day Of September, 2020.

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

MEMORANDUM – CITY OF GULFPORT

Date: SEPTEMBER 8, 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 22ND Day Of September, 2020, To The City Council:

WARD 1

- Parcel 1: 0711L-02-001.000. Beg Ne Cor Of Lot 22 Gottschalk Survey On W Mar Of Alley S 28 Dg E 100 Ft S 62 Dg W 96 Ft To E Line Of Stewart Subd N 28 Dg W Along Subd 100 Ft To Nw Cor Of Lot 22 N 62 Dg E 96 Ft To Pob Being Part Of Lot 22 Gottschalk Survey Part Of Ne 1/4 Of Nw 1/4 Of Sec 7-8-11. 17th St. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines. (Westley James & Delphine) Case 5998
- Parcel 2: 0711H-05-007.000. Lots 11-18 Blk 12 Woodlawn Subd Sec 5-8-11. 1922 39th Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines. (Jones Eva Mae -Est-) Case 6486
- Parcel 3: 0711H-05-058.000. Lots 1 & 2 & N 26 Ft Of Lot 3 Blk 12 Resurvey Of Southmoor Heights Subd Sec 5-8-11. 1717 41st Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines. (Hinton William S -Estate-) Case 6520
- Parcel 4: 0811E-04-017.000. Beg At Ne Cor Of Lot 1 & Run W 31 1/2 Ft S 60 Ft E 31 1/2 Ft N 60 Ft To Beg Part Of Lots 1 & 2 & N 10 Ft Of Lot 3 Blk 89 Original Gulfport. 3103 22nd St. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines. (Hill Rosa M O -Est-) Case 6714
- Parcel 5: 0711J-02-008.000. W 65 Ft Of Lot 4 & All Of Lots 5 To 7 Blk 6 West Side Add Sec 8-8-11. 4200 West Railroad St. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines. (Manning Jimmy) Case 6719

- Parcel 6: 0711K-04-063.000. Lots 45 & 46 Blk 2 Dixie Add. 1601 Dixie Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines. (State Of Miss 5/24/2018) Case 6862
- Parcel 7: 0711K-04-037.010. Lot 1425 Owen Homes Subd Phase 2. Jo Ellen Cir. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines. (State Of Miss #334) Case 6867
- Parcel 8: 0711K-04-068.000. Lots 33 & 34 Blk 2 Dixie Add. Unknown. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines. (State Of Miss #330) Case 6868
- Parcel 9: 0711K-04-065.000. Lots 39 To 42 Inc & 87 To 90 Inc Blk 2 Dixie Add. 1521 Beach Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines. (State Of Miss 2019) Case 6874

WARD 2

- Parcel 10: 0811A-03-001.000. Lots 15 & 16 Blk 14 Broadmoore Place. 2425 Kelly Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines. (Martel Jon M) Case 6532
- Parcel 11: 0811A-04-004.000. Lots 5 & 6 Blk 5 Broad Acres. 2709 Kelly Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines. (Empire Investments #2 Llc) Case 6535
- Parcel 12: 0911C-02-003.001. Lot 7 Second Street Cove Subd Sec 2-8-11; Also 1/8 Int In Common Area. 1806 Burton Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines. (Nguyen Minhky Huu) Case 6709
- Parcel 13: 1010N-04-008.006. Lot 7 Blk 5 Cowan Road Homes Subd Sec 31-7-10. 2001 Curcor Dr. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines. (Pooler Judy) Case 6735
- Parcel 14: 0811L-04-103.000. Lots 40 & 41 Less Part To Bullard Blk 194 Original Gulfport. 1234 32nd Ave A. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines. (Flores Humberto Aguilar) Case 6770
- Parcel 15: 0711I-03-023.000. Lots 25 & 26 Less E 50 Ft Blk 21 West Side Add. 924 39th Ave. Board Up And Secure Openings. (Luu Toan Bao & Evan) Case 6796
- Parcel 16: 0711O-04-057.000. Lot 6 & 7 Anderson & Stewart Add.. 702 Mills Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines. (Haydel Properties Lp) Case 6853
- Parcel 17: 0910M-03-025.000. Lots 15 - 16 Blk 15 Myrtle Resurvey. 3003 5th Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, Board Up And Secure Openings. (Haynie Ted Q) Case 6900

WARD 3

- Parcel 18: 0811B-04-069.000. Lots 15 & 16 & S 15 Ft Of Lot 17 Blk 33 Arlington Heights Add. 2300 18th Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines. (Harris Building Solutions Llc) Case 6107

- Parcel 19: 0810N-01-026.000. S 55 Ft Of Lots 20 To 24 Blk 27 Standard Land # 2. 3118 23rd Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines. (Merkord & Associates Inc) Case 6441
- Parcel 20: 0810N-04-064.000. All That Part Of Lot 11 Blk 24 Standard Land Co Add Lying Nly Of 28th St Sec 33-7-11. 2522 28th St. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines. (Payne Robert A Jr) Case 6568
- Parcel 21: 0810C-02-024.000. Lots 1 To 5 Inc Blk 158 North Gulfport Sec 28-7-11. 8319 Georgia Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines. (Williams Cheryel A & Buckhalter A L) Case 6655
- Parcel 22: 0810C-03-005.001. Lots 17 To 22 Blk 140 North Gulfport Subd Sec 28-7-11. Mississippi Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines. (Patton Arthur R & Jacqueline) Case 6658
- Parcel 23: 0911C-01-199.001. Life Estate -2012-1441-D-J1- N 80 Ft Of Lots 13 To 16 Inc Blk 3 Live Oak. 2205 Oak Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, Board Up And Secure Openings. (Anthony Christopher U & Glass Julie) Case 6794

WARD 5

- Parcel 24: 1009L-02-005.000. Parcel Being 162 Ft E Of Lorraine R D On N Creel Cr For Pob Then N & S 150 Ft & E & W 85 Ft Sec 19-7-10. 11134 Creel Cir. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines. (Kewley Charles W) Case 6689
- Parcel 25: 1009L-02-012.000. Beg 254.8 Ft E Of Inter Of S Mar Of Creel Circle & E Mar Of Raspberry Lane E Along Creel Circle 85 Ft To W Mar Of Creel Circle S Along Rd 149.7 Ft W 85 Ft N 149.9 Ft To Pob Part Of Se1/4 Of Nw1/4 Sec 19-7-10. 11257 Creel Cir. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines. (Baggett James E & Roessling Brenda) Case 6692

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 22nd day of September, 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: 0711L-02-001.000. Beg Ne Cor Of Lot 22 Gottschalk Survey On W Mar Of Alley S 28 Dg E 100 Ft S 62 Dg W 96 Ft To E Line Of Stewart Subd N 28 Dg W Along Subd 100 Ft To Nw Cor Of Lot 22 N 62 Dg E 96 Ft To Pob Being Part Of Lot 22 Gottschalk Survey Part Of Ne 1/4 Of Nw 1/4 Of Sec 7-8-11. 17th St. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, . (Westley James & Delphine) Case 5998
- Parcel 2: 0711H-05-007.000. Lots 11-18 Blk 12 Woodlawn Subd Sec 5-8-11. 1922 39th Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, . (Jones Eva Mae -Est-) Case 6486

- Parcel 3: 0711H-05-058.000. Lots 1 & 2 & N 26 Ft Of Lot 3 Blk 12 Resurvey Of Southmoor Heights Subd Sec 5-8-11. 1717 41st Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, . (Hinton William S -Estate-) Case 6520
- Parcel 4: 0811E-04-017.000. Beg At Ne Cor Of Lot 1 & Run W 31 1/2 Ft S 60 Ft E 31 1/2 Ft N 60 Ft To Beg Part Of Lots 1 & 2 & N 10 Ft Of Lot 3 Blk 89 Original Gulfport. 3103 22nd St. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, . (Hill Rosa M O -Est-) Case 6714
- Parcel 5: 0711J-02-008.000. W 65 Ft Of Lot 4 & All Of Lots 5 To 7 Blk 6 West Side Add Sec 8-8-11. 4200 West Railroad St. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, . (Manning Jimmy) Case 6719
- Parcel 6: 0711K-04-063.000. Lots 45 & 46 Blk 2 Dixie Add. 1601 Dixie Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, . (State Of Miss 5/24/2018) Case 6862
- Parcel 7: 0711K-04-037.010. Lot 1425 Owen Homes Subd Phase 2. Jo Ellen Cir. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, . (State Of Miss #334) Case 6867
- Parcel 8: 0711K-04-068.000. Lots 33 & 34 Blk 2 Dixie Add. Unknown. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, . (State Of Miss #330) Case 6868
- Parcel 9: 0711K-04-065.000. Lots 39 To 42 Inc & 87 To 90 Inc Blk 2 Dixie Add. 1521 Beach Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, . (State Of Miss 2019) Case 6874
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- Parcel 11: 0811A-04-004.000. Lots 5 & 6 Blk 5 Broad Acres. 2709 Kelly Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, . (Empire Investments #2 Llc) Case 6535
- Parcel 12: 0911C-02-003.001. Lot 7 Second Street Cove Subd Sec 2-8-11; Also 1/8 Int In Common Area. 1806 Burton Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, . (Nguyen Minhky Huu) Case 6709
- Parcel 13: 1010N-04-008.006. Lot 7 Blk 5 Cowan Road Homes Subd Sec 31-7-10. 2001 Curcor Dr. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, . (Pooler Judy) Case 6735
- Parcel 14: 0811L-04-103.000. Lots 40 & 41 Less Part To Bullard Blk 194 Original Gulfport. 1234 32nd Ave A. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, . (Flores Humberto Aguilar) Case 6770

- Parcel 15: 0711I-03-023.000. Lots 25 & 26 Less E 50 Ft Blk 21 West Side Add. 924 39th Ave. Board Up And Secure Openings, , , . (Luu Toan Bao & Evan) Case 6796
- Parcel 16: 0711O-04-057.000. Lot 6 & 7 Anderson & Stewart Add.. 702 Mills Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, . (Haydel Properties Lp) Case 6853
- Parcel 17: 0910M-03-025.000. Lots 15 - 16 Blk 15 Myrtle Resurvey. 3003 5th Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, Board Up And Secure Openings. (Haynie Ted Q) Case 6900
- Parcel 18: 0811B-04-069.000. Lots 15 & 16 & S 15 Ft Of Lot 17 Blk 33 Arlington Heights Add. 2300 18th Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, . (Harris Building Solutions Llc) Case 6107
- Parcel 19: 0810N-01-026.000. S 55 Ft Of Lots 20 To 24 Blk 27 Standard Land # 2. 3118 23rd Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, . (Merkord & Associates Inc) Case 6441
- Parcel 20: 0810N-04-064.000. All That Part Of Lot 11 Blk 24 Standard Land Co Add Lying Nly Of 28th St Sec 33-7-11. 2522 28th St. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, . (Payne Robert A Jr) Case 6568
- Parcel 21: 0810C-02-024.000. Lots 1 To 5 Inc Blk 158 North Gulfport Sec 28-7-11. 8319 Georgia Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, . (Williams Cheryel A & Buckhalter A L) Case 6655
- Parcel 22: 0810C-03-005.001. Lots 17 To 22 Blk 140 North Gulfport Subd Sec 28-7-11. Mississippi Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, . (Patton Arthur R & Jacqueline) Case 6658
- Parcel 23: 0911C-01-199.001. Life Estate -2012-1441-D-J1- N 80 Ft Of Lots 13 To 16 Inc Blk 3 Live Oak. 2205 Oak Ave. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, Board Up And Secure Openings. (Anthony Christopher U & Glass Julie) Case 6794
- Parcel 24: 1009L-02-005.000. Parcel Being 162 Ft E Of Lorraine R D On N Creel Cr For Pob Then N & S 150 Ft & E & W 85 Ft Sec 19-7-10. 11134 Creel Cir. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, . (Kewley Charles W) Case 6689
- Parcel 25: 1009L-02-012.000. Beg 254.8 Ft E Of Inter Of S Mar Of Creel Circle & E Mar Of Raspberry Lane E Along Creel Circle 85 Ft To W Mar Of Creel Circle S Along Rd 149.7 Ft W 85 Ft N 149.9 Ft To Pob Part Of Se1/4 Of Nw1/4 Sec 19-7-10. 11257 Creel Cir. Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, . (Baggett James E & Roessling Brenda) Case 6692

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: September 15, 2020

Re: **Short form Resubdivision Case 2010PC137:**
Harrison County Development Commission, property owner, requests to divide the 5.5-acre tax parcel 0909H-01-003.000 into two new parcels zoned I-2 (Heavy industrial): located north of and adjacent to Glascock Drive, south of and adjacent to Seaway Road, east of Interstate 10, and west of and adjacent to Logan Cline Drive, in Ward 5.

Subject: Resubdivision of tax parcel number 0909G-01-001.007

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

Please place the attached item on the Council agenda for September 22, 2020.



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

For Staff Use Only

Case Number: 2010PC 137Date Received: 9/2/2020

Receipt Number: _____

Received By: 9/2/2020 ^{MW}

Zoning: _____

Ward: _____ Flood: _____

Size: _____

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

0	9	0	9	G	-	0	1	-	0	0	1	●	0	0	7
					-			-				●			
					-			-				●			

(If necessary, use separate sheet of paper)

Address of Property Involved: Corner of Seaway Rd and Logan Cline RdLot(s) 7 and 8, Block(s) _____, Subdivision Bayou BernardGeneral Location: Corner of Seaway Rd and Logan Cline Rd

GENERAL DESCRIPTION OF REQUEST:

Subdivide 5.5 acre parcel A to 2 acre parcel A1 and 3.5 acre parcel A2. both parcels are being sold to the same company.

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

Harrison County Development Commission

Printed Name of Owner

12281 Intraplex Pkwy

Mailing Address

Gulfport MS 39503

City State Zip code
228-896-5020

Home Phone Work/Cell Phone
blavers@mscoast.org

Email

Signature of Owner

AGENT

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.

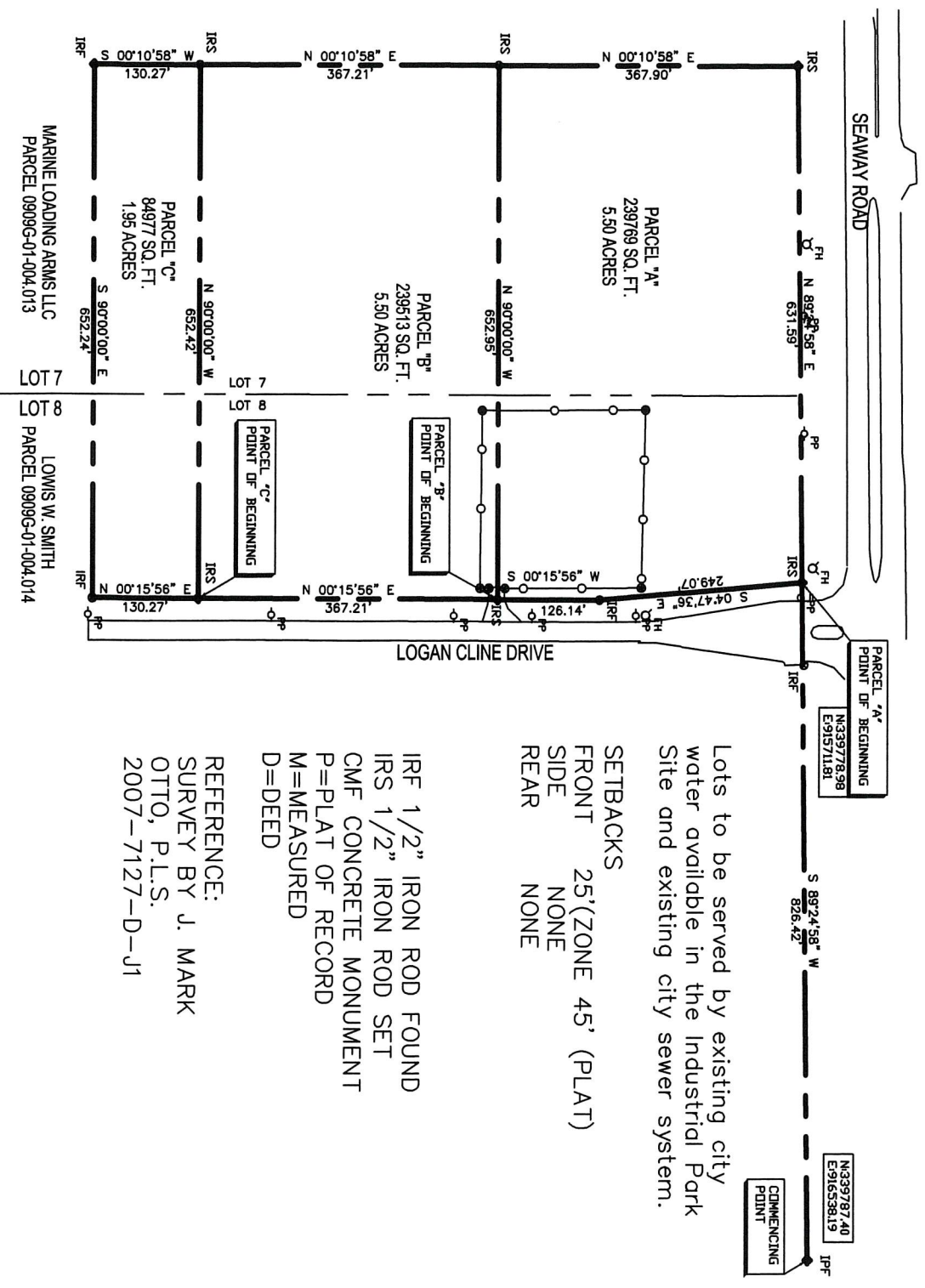
☐

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

CERTIFICATE OF RE-SUBDIVISION
RE-SUBDIVISION OF PARCEL #0909G-01-001.007
RE-SUBDIVISION OF PART OF LOTS 7 AND 8
DIVISION NO. 2, BERNARD BAYOU INDUSTRIAL PARK



SCALE: 1"=200'



Lots to be served by existing city water available in the Industrial Park Site and existing city sewer system.

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

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

REFERENCE:
SURVEY BY J. MARK
OTTO, P.L.S.
2007-7127-D-J1

LEGAL DESCRIPTION
PARCEL "A" (PARENT TRACT)

A parcel of land located in and being a part of Lots 7 and 8, Subdivision No. 2, Bernard Bayou Industrial District, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at an iron pipe found, 55 feet East of the Northeast corner of Lot 8, Subdivision No. 2, Bernard Bayou Industrial District, as recorded in Plat Book 25, Page 26, said iron pipe also being the Northeast corner of a 75 foot wide drainage easement and being located on the south margin of Seaway Road, thence S 89°24'58" W 826.42 feet to an iron rod set on said south margin of Seaway Road and on the west margin of Logan Cline Drive and being the Point of Beginning, thence S 04°47'36" E along said west margin of Logan Cline Drive 249.07 feet to an iron rod found, thence S 00°15'56" W 126.14 feet to an iron rod set on said west margin of Logan Cline Drive, thence N 90°00'00" W 652.95 feet to an iron rod set on the East margin of a 75 foot drainage easement, thence N 00°10'58" E 367.90 feet to an iron rod set on the south margin of Seaway Road and the Northeast corner of said 75 foot drainage easement, thence N 89°24'58" E along said south margin 631.59 feet to the Point of Beginning. Said parcel contains 237,903 square feet or 5.50 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per previous survey by Gary A. Durbin, P.L.S., dated: June 19, 2018.

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

This is a Class "B" survey per "The Minimum Standards for the State of Mississippi".

Bearings based on GPS Observation of the east margin of Rich Avenue, NAD 83, MS East Zone, coverage angle -0.130449 , scale factor 0.999960 .

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

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

Gary A. Durbin, P.L.S. 2401
August 7, 2020



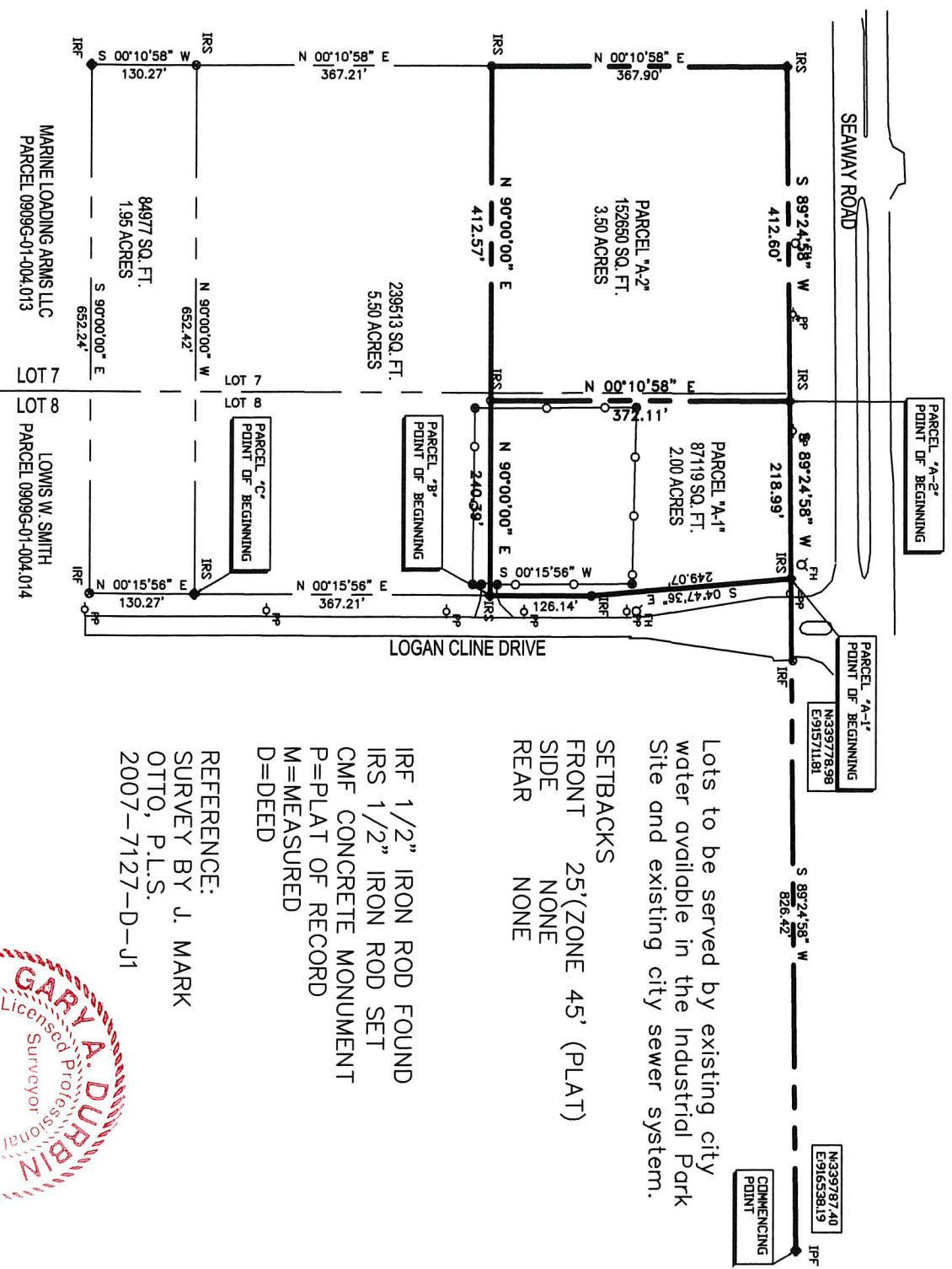
SHEET 1 OF 3

10647

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

SOLAR

SCALE: 1"=200'



Lots to be served by existing city water available in the Industrial Park Site and existing city sewer system.

SETBACKS

FRONT 25' (ZONE 45' (PLAT))

SIDE NONE

REAR NONE

四

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

REFERENCE:
SURVEY BY J. MARK
OTTO, P.L.S.
2007-7127-D-J1



LEGAL DESCRIPTION
PARCEL "A-1"
PROPOSED

PARCEL A-1
PROPOSED

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PARCEL "A-2"
PROPOSED

A parcel of land located in and being a part of Lots 7 and 8, Subdivision No. 2, Bernard Bayou Industrial District, City of Gulfport, First Judicial District of Harrison County, Mississippi, better described as follows, to-wit:

Commencing at an iron pipe found, 55 feet East of the Northeast corner of Lot 8, Subdivision No. 2, Bernard Bayou Industrial District, as recorded in Plat Book 25, Page 26, said iron pipe also being the Northeast corner of a 75 foot wide drainage easement and being located on the south margin of Seaway Road, thence S 89°24'58" W 826.42 feet to an iron rod set on said south margin of Seaway Road and on the west margin of Logan Cline Drive, thence S 89°24'58" W 218.99 feet along Seaway Road to an iron rod set and the Point of Beginning, thence S 00°10'58" W 372.11 feet to an iron rod set, thence N 90°00'00" W 412.56 feet to an iron rod set on the East margin of a 75 foot drainage easement, thence N 00°10'58" E 367.90 feet to an iron rod set on the south margin of Seaway Road and the Northeast corner of said 75 foot drainage easement, thence N 89°24'58" E along said south margin 412.60 feet to the Point of Beginning. Said parcel contains 152,650 square feet or 3.50 acres. Bearings based on GPS Observation, Mississippi East Zone, convergence angle -0.130449, scale factor 0.999960, per previous survey by Gary A. Durbin, P.L.S. dated: June 19, 2018.

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

This is a Class "B" survey per "The Minimum Standards for the State of Mississippi."

Bearings based on GPS Observation of the east margin of Rich Avenue, NAD 83, MS East Zone, coverage angle -0.130449 , scale factor 0.999960 .

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

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

Gary A. Durbin, P.L.S. 2401
August 7, 2020

SHEET 2 OF 3

10647

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-01-001.007
RE-SUBDIVISION OF PART OF LOTS 7 AND 8
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-01-001.007 of land in Lot A-1 and A-2, Re-subdivision of part of Lots 7 and 8, 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 Seaway Road and Logan Cline Drive. The ad valorem tax parcel number of the subject property is 0909G-01-001.007. The case file number is _____.

LEGAL DESCRIPTION
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PARCEL "A-2"
PROPOSED

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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

Bill Lavers, Executive Director,
Harrison County Development Commission

This 31 day of August, 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 31 day of August, 2020.

Michelle McGrath
Notary Public

My Commission Expires: Aug 19, 2023

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





**DEPARTMENT OF
ENGINEERING**

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

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	Gulfport Highlands Development, Phase 2
TYPE OF INSPECTION:	Warranty Inspection
DATE:	October 8, 2019
PERSONS PRESENT:	Jeremy Harrison, Department of Engineering Tyler Gentry, Department of Engineering Aaron James, Department of Engineering Brian McKnight, Public Works Joe Johnson, Public Works John Thomas, Public Works Jim O'Dell, Public Works Mark Kraninger, Public Works David Sanzin, Utility Partners Noel Simms, Gulfport Highlands Development LP Bill Knesal, Knesal Engineering

CHECKLIST ITEMS

STREETS & DRAINAGE:

- | | | | |
|---|--|---|--|
| 1. Is debris/silt and vegetation in streets, curbs, pipes, and catchbasins? | ☐ .Yes | ☒ .No | ☐ .N/A |
| 2. Is street paving/concrete acceptable? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 3. Is drainage pipe in ROW concrete? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 4. Are catchbasin openings sized correctly? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 5. Are curbs & gutter broken/settled? | ☐ .Yes | ☒ .No | ☐ .N/A |
| 6. Is rebar present in curb? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 7. Are street lights present & spaced correctly? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 8. Are lots graded to direct water to drainage systems? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 9. Is/Are detention pond(s) holding water? | ☐ .Yes | ☐ .No | ☒ .N/A |
| 10. Is/Are the banks of detention pond(s) & ditches stabilized? | ☐ .Yes | ☐ .No | ☒ .N/A |
| 11. Are swales/ditches able to be maintained by residents? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 12. Is erosion control provided at outfalls? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 13. Are any extra easements required? | ☐ .Yes | ☒ .No | ☐ .N/A |

WATER & SEWER:

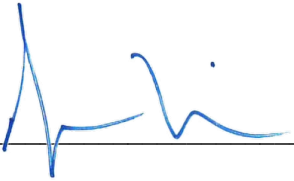
1. Are all water meters installed & with no broken/missing parts? ☒.Yes ☐.No ☐.N/A
2. Are all water lines and appurtenances installed in accordance with city standards? ☒.Yes ☐.No ☐.N/A
3. Are sewer cleanouts installed & with no broken/missing parts? ☒.Yes ☐.No ☐.N/A
4. Are all manholes installed in accordance with city standards? ☒.Yes ☐.No ☐.N/A

TRAFFIC & SAFETY:

1. Are street name signs correct & in place? ☒.Yes ☐.No ☐.N/A
2. Are traffic control signs correct & in place? ☒.Yes ☐.No ☐.N/A

PUNCHLIST ITEMS

1. Repair tripping hazard at truncated dome on sidewalk at northwest entrance of Lot 14 **COMPLETED**
2. Repair tripping hazard at crosswalk on the north end of Highlands Circle & Main Street intersection; add ADA truncated domes on east side of crosswalk **COMPLETED**
3. All drainage structure access grates within sidewalk to be ADA style **COMPLETED**
4. Grade adjacent to sidewalks throughout development to have a minimum 3:1 slope **COMPLETED**
5. Repair all cracks/broken areas in sidewalk, curbs, & gutters **COMPLETED**
6. Reset manhole rings at large storm drain structures (B21, B22, B24) on south east corner of Main Street & Highlands Circle **COMPLETED**
7. Remove spilled concrete from roadway on Main Street just north of entrance off Lorrain Road **COMPLETED**
8. Repair cave in at drainage structure B19 on south side of Highlands Circle **COMPLETED**
9. Hydrant on Lot 10 adjacent to Highlands Circle needs to be located within ROW or easement; hydrant needs to be raised to grade **COMPLETED**
10. Clean debris from all gutter pans. **COMPLETED**
11. Replace missing acorn emblems on top of street signs. **COMPLETED**
12. Clean and cut all easements. **COMPLETED**
13. Correct all erosion issues. **COMPLETED**
14. Speed limit signs shall be 24"x30". **COMPLETED**
15. Main Street 4-Way intersection missing stop bars and yield bars. **COMPLETED**
16. Keep Right sign is missing in the median at the Main Street 4-Way for the south bound traffic. **COMPLETED**
17. Need curve sign eastbound and southbound on Highland Circle ES. **COMPLETED**
18. Need End of Road marker at Highland Circle North **COMPLETED**
19. Provide as-builts in .dwg and .pdf format **COMPLETED**
20. Provide warranty sewer video inspection **COMPLETED**
21. Provide post construction approvals from MDEQ & MSDH for sewer and water **COMPLETED**

Signed:  Date: 9/14/2020

Name: Jeremy Harrison, P.E. Title: Assistant Director of Engineering

**MAINTENANCE
BOND**

**SureTec Insurance Company
Houston, TX**

Bond No.:4423653

KNOWN ALL BY THESE PRESENTS: That we Mississippi Methodist Senior Services, Inc.,
as Principal, and SureTec Insurance Company, a corporation
organized and existing under the Laws of the State of Texas, as Surety, are held
and firmly bound unto The City of Gulfport, as Obligee, in the
total sum of Fifteen Thousand One Hundred Fifty Three and 80/100
U.S. Dollars (\$15,153.80) for the payment whereof said Principal and Surety bind
themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated _____ for
Seashore Campgrounds Retirement Home, Inc. Public Street B
_____, ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal
shall maintain and remedy said Work free from defects in materials and workmanship for a
period of 1 year(s) commencing on November 6, 2018 (the
"Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force
and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one
(1) year from the expiration date of the Maintenance Period; provided, however, that if this
limitation is prohibited by any law controlling the construction hereof, such limitation shall be
deemed to be amended so as to be equal to the minimum period of limitation permitted by
such law, and said period of limitation shall be deemed to have accrued and shall commence
to run on the expiration date of the Maintenance Period.

SIGNED this 6th day of November, 2018.

Mississippi Methodist Senior Services, Inc.
(Principal)

By: Christie W. Vance

SureTec Insurance Company

By: Fielden Mitts
Fielden Mitts, Attorney-in-Fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Amy W. Smith, David W. Carlisle, Delores W. Nokes, Dudley D. Wooley, G. Ford Mosby, James Riley Winchester, Joey H. Hutto, George Bailey Menetre, Michael Addison, Blake J. Martinez, Fielden Mitts its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Three Million and 00/100 Dollars (\$3,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 8th day of June, A.D. 2018.

SURETEC INSURANCE COMPANY

By: _____

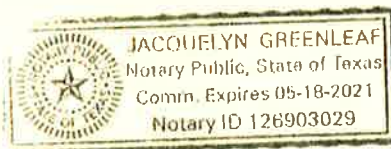
John Knox Jr., CEO

State of Texas
County of Harris

SS: _____



On this 8th day of June, A.D. 2018 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this _____ day of _____, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

**MAINTENANCE
BOND**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 107151068

KNOWN ALL BY THESE PRESENTS: That we **Gulfport Highlands Development, L.P.**, as Principal, and Travelers Casualty and Surety Company of America, a corporation organized and existing under the Laws of the State of Connecticut, as Surety, are held and firmly bound unto City of Gulport, as Obligee, in the total sum of One Hundred Ninety Eight Thousand Fifty Four Hundred and 40/100-- U.S. Dollars (\$\$198,054.40) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated November 6, 2019 for Gulfport Highlands Development, Phase I, Highlands Circle and Ollie road Extension Developed by Gulfport Highlands Development, L.P. ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of **November 6, 2019 to December 31, 2019 year(s)** commencing on November , 6, 2019 (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

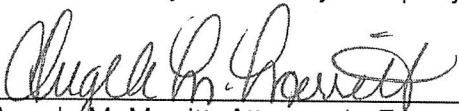
PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED this 6th day of November, 2019.

Gulfport Highlands Development, L.P.
(Principal)

By: _____

Travelers Casualty and Surety Company of America

By: 
Angela M. Merritt, Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Angela M. Merritt of Ridgeland, Mississippi**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **November**, 2019



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Angela M. Merritt of Ridgeland, Mississippi**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

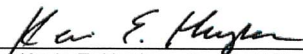
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th day of November, 2018




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

**MAINTENANCE
BOND**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 106994406

KNOWN ALL BY THESE PRESENTS: That we Gulfport Highlands Development, L.P., as Principal, and Travelers Casualty and Surety Company of America, a corporation organized and existing under the Laws of the State of Connecticut, as Surety, are held and firmly bound unto City of Gulfport, as Obligee, in the total sum of One Hundred Ninety Eight Thousand Fifty Four Hundred and 40/100-- U.S. Dollars (\$198,054.40) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated November 6, 2018 for Gulfport Highlands Development, Phase I, Highlands Circle and Ollie Road Extension Developed by Gulfport Highlands Development, L.P. ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of 1 year(s) commencing on November, 6, 2018 (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED this 6th day of November, 2018.

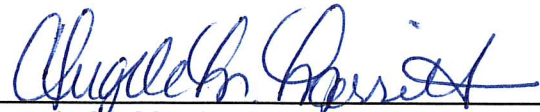
Gulfport Highlands Development, L.P.
(Principal)

By:


Ned C. Sims, Manager

Travelers Casualty and Surety Company of America

By:


Angela M. Merritt, Attorney-in-Fact



**DEPARTMENT OF
ENGINEERING**

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

August 31, 2020

Mr. Cory Long
Urban Development Planning Division
Post Office Box 1780
1410 24th Avenue, Room 206
Gulfport, MS 39502
Telephone (228) 868-5710
Fax (228) 868-5708
Email: rlong@gulfport-ms.gov

**Re: Duckworth South Subdivision; Acceptance for Perpetual Maintenance of All Infrastructure
Excluding Roadway**

Dear Mr. Long:

On May 8, 2020, Engineering and Public Works conducted a warranty inspection of the referenced subdivision and deficiencies were noted. Engineering conducted a follow-up inspection and the prior deficiencies have been satisfactorily addressed by the developer.

Since the development was approved to use soil cement as the road base, two (2) warranties were required. A warranty bond in the amount of \$8,600.00 was required for a period of one (1) year to cover all infrastructure except roadway, and a warranty bond in the amount of \$4,900.00 was required for a period of three (3) years to cover the roadway.

We recommend acceptance of all infrastructure excluding the roadway, for perpetual maintenance by the City and the \$8,600 warranty bond returned to the owner. Also, the utility bill for the streetlights should be transferred to the City.

At the conclusion of the roadway warranty period (August 2021), the developer is required to notify the City to schedule a warranty inspection. Prior to accepting roadway improvements for perpetual maintenance, all deficiencies shall be corrected.

If you have any questions or concerns, please feel free to contact me.

Respectfully,

Jeremy R. Harrison, P.E.
Assistant Director of Engineering

Cc: Kris Riemann, P.E., Director of Engineering
Wayne Miller, P.E., Director of Public Works
Greg Pietrangelo, Director of Urban Development

Attachments: 1. Engineering Inspection Report
2. Map



DEPARTMENT OF ENGINEERING

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

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	Duckworth South Subdivision
TYPE OF INSPECTION:	Warranty Inspection
DATE:	May 8, 2020
PERSONS PRESENT:	Jeremy Harrison, Department of Engineering Aaron James, Department of Engineering Brian Jones, Department of Public Works Joe Johnson, Department of Public Works John Thomas, Department of Public Works Mark Kraninger, Department of Public Works Danny Boudreaux, Engineer of Record

CHECKLIST ITEMS

STREETS & DRAINAGE:

- | | | | |
|---|---|--|---|
| 1. Is debris/silt and vegetation in streets, curbs, pipes, and catchbasins? | ☒ Yes | ☐ No | ☐ N/A |
| 2. Is street paving/concrete acceptable? | ☒ Yes | ☐ No | ☐ N/A |
| 3. Is drainage pipe in ROW concrete? | ☒ Yes | ☐ No | ☐ N/A |
| 4. Are catchbasin openings sized correctly? | ☒ Yes | ☐ No | ☐ N/A |
| 5. Are curbs & gutter broken/settled? | ☐ Yes | ☒ No | ☐ N/A |
| 6. Is rebar present in curb? | ☒ Yes | ☐ No | ☐ N/A |
| 7. Are street lights present & spaced correctly? | ☒ Yes | ☐ No | ☐ N/A |
| 8. Are lots graded to direct water to drainage systems? | ☐ Yes | ☒ No | ☐ N/A |
| 9. Is/Are detention pond(s) holding water? | ☐ Yes | ☐ No | ☒ N/A |
| 10. Is/Are the banks of detention pond(s) & ditches stabilized? | ☐ Yes | ☐ No | ☒ N/A |
| 11. Are swales/ditches able to be maintained by residents? | ☐ Yes | ☐ No | ☒ N/A |
| 12. Is erosion control provided at outfalls? | ☒ Yes | ☒ No | ☐ N/A |
| 13. Are any extra easements required? | ☐ Yes | ☒ No | ☐ N/A |

WATER & SEWER:

- | | | | |
|---|---|-----------------------------|------------------------------|
| 1. Are all water meters installed & with no broken/missing parts? | ☒ Yes | ☐ No | ☐ N/A |
| 2. Are all water lines and appurtenances installed in accordance with city standards? | ☒ Yes | ☐ No | ☐ N/A |

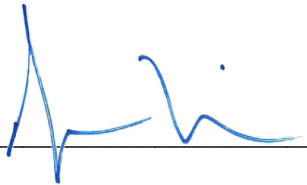
3. Are sewer cleanouts installed & with no broken/missing parts? ☒.Yes ☐.No ☐.N/A
4. Are all manholes installed in accordance with city standards? ☒.Yes ☐.No ☐.N/A

TRAFFIC & SAFETY:

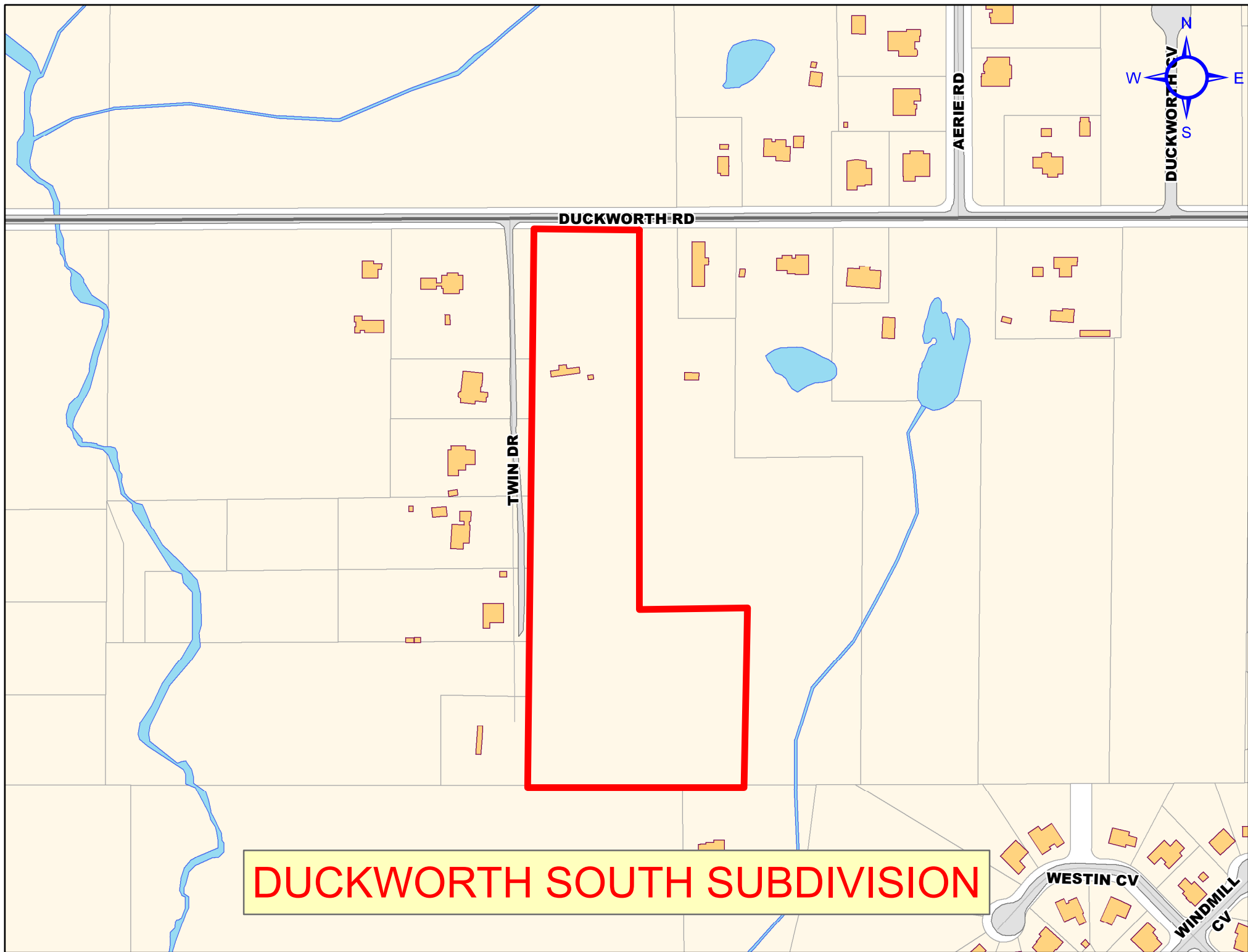
1. Are street name signs correct & in place? ☒.Yes ☐.No ☐.N/A
2. Are traffic control signs correct & in place? ☒.Yes ☐.No ☐.N/A

PUNCHLIST ITEMS

1. Install headwall around culvert on west side of Entrance to prevent erosion. COMPLETE
2. Install curb cut at sidewalk in front of Lot 1. COMPLETE
3. Establish vegetation from entrance to Lot 18 on east side of road. COMPLETE
4. Raise fire hydrant and valve between Lots 2 & 3. COMPLETE
5. Repair cracked sidewalk in front of Lot 5. COMPLETE
6. Grout around culvert in catch basins between Lots 6 & 7. COMPLETE
7. Locate valve for hydrant between Lots 7 & 8. COMPLETE
8. Install curb cut at sidewalk north of Lot 18. COMPLETE
9. Install concrete flared headwall on outfall pipe. COMPLETE
10. Install rip rap and establish vegetation around outfall of drainage behind Lot 18. COMPLETE
11. Grout SMH ring in front of Lot 17. COMPLETE
12. Add meter box in front of Lot 16. COMPLETE
13. Repair broken driveway apron in front of Lot 15. COMPLETE
14. Repair damaged asphalt in cul-de-sac, divots from dumpsters. REMOVED
15. Clean around valve and bring to grade. COMPLETE
16. Grout SMH rings between Lots 11 & 12. COMPLETE
17. Provide warranty video inspection of sewer system. COMPLETE
18. Video sewer cleanout at Lot 6. COMPLETE
19. Grout around drop in SMH on North side of Duckworth Rd. COMPLETE
20. Install drainage swale in the rear easement of Lot 1. REMOVED
21. Repair eroded area between Duckworth Road and Lot 1. COMPLETE
22. Install side yard swale between Lots 1 & 2 REMOVED
23. Install concrete pad and casting for all sewer services COMPLETE
24. Provide MSDH & MDEQ post construction approvals. COMPLETE

Signed:  Date: 8/19/2020

Name: Jeremy Harrison, P.E. Title: Assistant Director of Engineering



DUCKWORTH SOUTH SUBDIVISION



IRREVOCABLE LETTER OF CREDIT NO. :

ISSUE DATE: 08/07/2018

EXPIRATION DATE: 08/07/2019

BENEFICIARY: City of Gulfport
1410 24th Avenue
Gulfport, MS 39501

APPLICANT : Elliott Land Developments, LLC
Duckworth South
1402 Pass Rd
Gulfport, MS 39501

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor, at the request of Elliott Land Developments, LLC ("Applicant"). We hereby authorize you to draw on us for the account of Applicant, **LETTER OF Credit NO.** in the maximum aggregate of **\$8,600 (EIGHT THOUSAND SIX HUNDRED AND NO/100 U.S. DOLLARS)** for water, sewer and drainage, available by your sight draft(s) on **The First Bank, 1300 25TH Ave, Gulfport, Mississippi, 39501** accompanied by this Irrevocable Letter of Credit and the following documents:

This original Irrevocable Standby Letter of Credit and subsequent amendments, if any, thereto.

Partial Drawings are permitted. This irrevocable Letter of Credit shall be valid until August 7, 2019.

All drafts drawn under this credit must state **"DRAWN UNDER THE FIRST BANK, 1300 25th Ave, GULFPORT, Mississippi, 39501, IRREVOCABLE LETTER OF CREDIT NO.** **DATED 8/7/2018.**

We hereby agree with bona fide holders, endorsers and drawers of such drafts drawn under and in compliance with the terms of this credit that such draft(s) will be duly honored upon presentation and delivery of documents as specified to The First Bank, 1300 25th Ave, Mississippi, 39501.

Except so far as otherwise expressly stated herein, this Irrevocable Letter of Credit is issued subject to the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600 (the "UCP") and as to matters not governed by the UCP, shall be governed by and construed in accordance with the laws of the State of Mississippi and applicable U.S. Federal Law without regard to the principles of conflict of law.

Very truly yours,

The First Bank

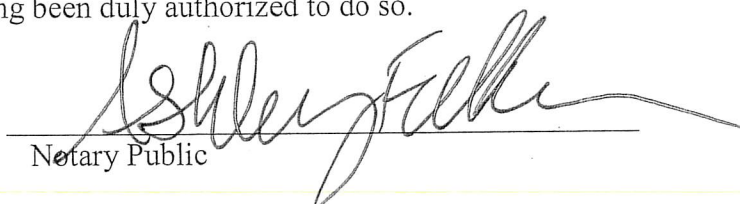
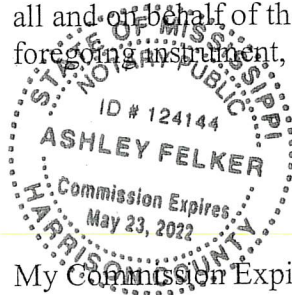


Eric Kravette, President, Harrison County
The First, A National Banking Organization

State of Mississippi

County of Harrison

Personally appeared before me, the undersigned authority in and for the said County and State on this the 7th day of August, 2018, within my jurisdiction, the with named Eric Kravette who acknowledged that he is President, Harrison County, of The First, A National Banking Association organized and existing under the laws of the United States of America, and that for all and on behalf of the said national bank, and as its act in deed that he executed the above and foregoing instrument, after first having been duly authorized to do so.



Notary Public

My Commission Expires:



**DEPARTMENT OF
ENGINEERING**

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

September 3, 2020

Mr. Cory Long
Urban Development Planning Division
Post Office Box 1780
1410 24th Avenue, Room 206
Gulfport, MS 39502
Telephone (228) 868-5710
Fax (228) 868-5708
Email: rlong@gulfport-ms.gov

**Re: Florence Gardens Phase V; Acceptance for Perpetual Maintenance of All Infrastructure
Excluding Roadway**

Dear Mr. Long:

On August 5, 2020, Engineering and Public Works conducted a warranty inspection of the referenced subdivision and deficiencies were noted. Engineering conducted a follow-up inspection and the prior deficiencies have been satisfactorily addressed by the developer.

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

We recommend acceptance of all infrastructure excluding the roadway, for perpetual maintenance by the City and the \$12,500.00 warranty bond returned to the owner. Also, the utility bill for the streetlights should be transferred to the City.

At the conclusion of the roadway warranty period (September 2022), the developer is required to notify the City to schedule a warranty inspection. Prior to accepting roadway improvements for perpetual maintenance, all deficiencies shall be corrected.

If you have any questions or concerns, please feel free to contact me.

Respectfully,

J. Tyler Gentry
Project Engineer

Cc: Kris Riemann, P.E., Director of Engineering
Wayne Miller, P.E., Director of Public Works
Greg Pietrangelo, Director of Urban Development

Attachments: 1. Engineering Inspection Report
2. Map



DEPARTMENT OF ENGINEERING

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

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	Florence Gardens Phase 5
TYPE OF INSPECTION:	Warranty Inspection
DATE:	August 5 th , 2020
PERSONS PRESENT:	Tyler Gentry, Department of Engineering Aaron James, Department of Engineering Brian Jones, Department of Public Works John Thomas, Department of Public Works Mark Kraninger, Department of Public Works Nick Gant, BMA

CHECKLIST ITEMS

STREETS & DRAINAGE:

- | | | | |
|---|---|--|---|
| 1. Is debris/silt and vegetation in streets, curbs, pipes, and catchbasins? | ☐ Yes | ☒ No | ☐ N/A |
| 2. Is street paving/concrete acceptable? | ☐ Yes | ☒ No | ☐ N/A |
| 3. Is drainage pipe in ROW concrete? | ☒ Yes | ☐ No | ☐ N/A |
| 4. Are catchbasin openings sized correctly? | ☒ Yes | ☐ No | ☐ N/A |
| 5. Are curbs & gutter broken/settled? | ☐ Yes | ☒ No | ☐ N/A |
| 6. Is rebar present in curb? | ☒ Yes | ☐ No | ☐ N/A |
| 7. Are street lights present & spaced correctly? | ☒ Yes | ☐ No | ☐ N/A |
| 8. Are lots graded to direct water to drainage systems? | ☒ Yes | ☐ No | ☐ N/A |
| 9. Is/Are detention pond(s) holding water? | ☐ Yes | ☐ No | ☒ N/A |
| 10. Is/Are the banks of detention pond(s) & ditches stabilized? | ☐ Yes | ☐ No | ☒ N/A |
| 11. Are swales/ditches able to be maintained by residents? | ☐ Yes | ☐ No | ☒ N/A |
| 12. Is erosion control provided at outfalls? | ☒ Yes | ☐ No | ☐ N/A |
| 13. Are any extra easements required? | ☐ Yes | ☒ No | ☐ N/A |

WATER & SEWER:

- | | | | |
|---|---|-----------------------------|------------------------------|
| 1. Are all water meters installed & with no broken/missing parts? | ☒ Yes | ☐ No | ☐ N/A |
| 2. Are all water lines and appurtenances installed in accordance with city standards? | ☒ Yes | ☐ No | ☐ N/A |
| 3. Are sewer cleanouts installed & with no broken/missing parts? | ☒ Yes | ☐ No | ☐ N/A |
| 4. Are all manholes installed in accordance with city standards? | ☒ Yes | ☐ No | ☐ N/A |

TRAFFIC & SAFETY:

1. Are street name signs correct & in place? ☒.Yes ☐.No ☐.N/A
2. Are traffic control signs correct & in place? ☒.Yes ☐.No ☐.N/A

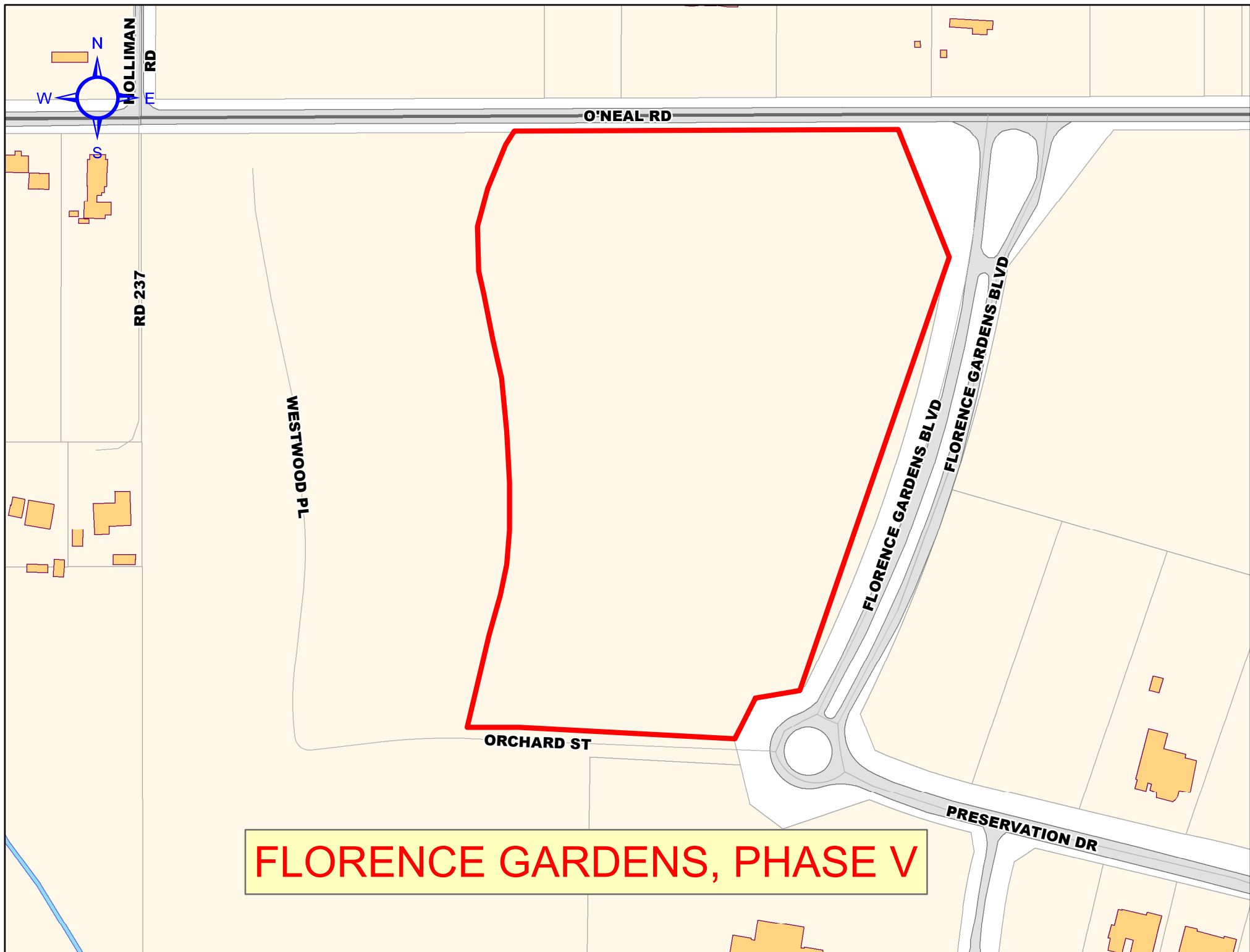
PUNCHLIST ITEMS

1. Grout around joints at SSMH 1 & 3 where infiltration is coming through. **COMPLETE**
2. Grout around annular space at tie-in to existing manhole along O'Neal Road. **COMPLETE**
3. Raise concrete rings around water valves at intersection of Alphabet Road and Orchard Street. **COMPLETE**
4. Stop bar required at O'Neal Road. **COMPLETE**
5. Address settling issues in asphalt at entrance from O'Neal Road. **COMPLETE**

SIGNED: _____



DATE: **8/25/2020**



FLORENCE GARDENS, PHASE V

FLORENCE GARDENS, LLC
CITY OF GULFPORT

Item to be Paid - Description

P5 - 1 YR WARRANTY BOND

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

12,500.00

FLORENCE GARDENS, LLC
12321 Preservation Drive
Gulfport, MS 39503

HANCOCK WHITNEY BANK
85-389/655

11917

DATE
Aug 22, 2019

AMOUNT
\$ 12,500.00

Twelve Thousand Five Hundred and 00/100 Dollars

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

Memo:

⑈0011917⑈ ⑆055503681⑆ 01 3519532⑈



[Signature]
AUTHORIZED SIGNATURE



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

Date of issue: August 23, 2019

Check Number: 11917

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

Guarantee of Maintenance given by:

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

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

This bond was made in accordance with the City of Gulfport Subdivision Ordinance to guarantee maintenance and repair of infrastructure improvements as provided in the plan(s), specification(s), agreement and/or Ordinance requirements and as may be set out in any "punch list" prepared by the City's Engineering Department, for the project known as ***Florence Gardens Phase V*** located in Florence Gardens, O'Neal Rd. Gulfport, MS for a period of one (1) year from the date the final plat of the aforementioned project was approved by the Gulfport City Council or until the Gulfport City Council accepts the aforementioned project for perpetual maintenance, whichever is longer.

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

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

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

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

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

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

PRINCIPAL: FLORENCE GARDENS, LLC

By: [Signature]
Principal (authorized signature)

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

WITNESS: [Signature]
Witness (signature)

Cory Long
Witness (printed name)



DEPARTMENT OF
ENGINEERING

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

August 22, 2019

Mr. Cory Long
Urban Development Planning Division
Post Office Box 1780
1410 24th Avenue, Room 206
Gulfport, MS 39502
Telephone (228) 868-5710
Fax (228) 868-5708
Email: rlong@gulfport-ms.gov

Re: Florence Gardens, Phase V; Final Acceptance

Dear Mr. Long:

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

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

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

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

If you have any questions or concerns, please feel free to contact me.

Respectfully,

Jeremy Harrison, P.E.
Assistant City Engineer
City of Gulfport

Cc: Kris Riemann, P.E., Director of Engineering
Wayne Miller, P.E., Director of Public Works
Greg Pietrangelo, Director of Urban Development
Tyler Gentry, Staff Engineer
Ryan Merrill, Assistant Director of Public Works

Attachments: 1. Engineering Inspection Report
2. Map



Department of Engineering

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

SUBDIVISION INSPECTION CHECKLIST

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

CHECKLIST ITEMS

STREETS & DRAINAGE:

1. Is debris/silt and vegetation in streets, curbs, pipes, and catchbasins? ☐ Yes ☒ No ☐ N/A
2. Is street paving/concrete acceptable? ☐ Yes ☒ No ☐ N/A
3. Is drainage pipe in ROW concrete? ☒ Yes ☐ No ☐ N/A
4. Are catchbasin openings sized correctly? ☐ Yes ☐ No ☒ N/A
5. Are curbs & gutter broken/settled? ☐ Yes ☐ No ☒ N/A
6. Is rebar present in curb? ☐ Yes ☐ No ☒ N/A
7. Are street lights present & spaced correctly? ☒ Yes ☐ No ☐ N/A
8. Are lots graded to direct water to drainage systems? ☒ Yes ☐ No ☐ N/A
9. Is/Are detention pond(s) holding water? ☐ Yes ☐ No ☒ N/A
10. Is/Are the banks of detention pond(s) & ditches stabilized? ☐ Yes ☐ No ☒ N/A
11. Are swales/ditches able to be maintained by residents? ☒ Yes ☐ No ☐ N/A
12. Is erosion control provided at outfalls? ☒ Yes ☐ No ☐ N/A
13. Are any extra easements required? ☐ Yes ☒ No ☐ N/A

WATER & SEWER:

1. Are all water meters installed & with no broken/missing parts? ☒ Yes ☐ No ☐ N/A
2. Are all water lines and appurtenances installed in accordance with city standards? ☐ Yes ☒ No ☐ N/A
3. Are sewer cleanouts installed & with no broken/missing parts? ☒ Yes ☐ No ☐ N/A
4. Are all manholes installed in accordance with city standards? ☒ Yes ☐ No ☐ N/A

TRAFFIC & SAFETY:

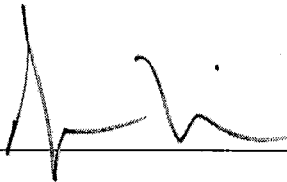
1. Are street name signs correct & in place?
2. Are traffic control signs correct & in place?

☐ Yes ☒ No ☐ N/A
☐ Yes ☒ No ☐ N/A

PUNCHLIST ITEMS

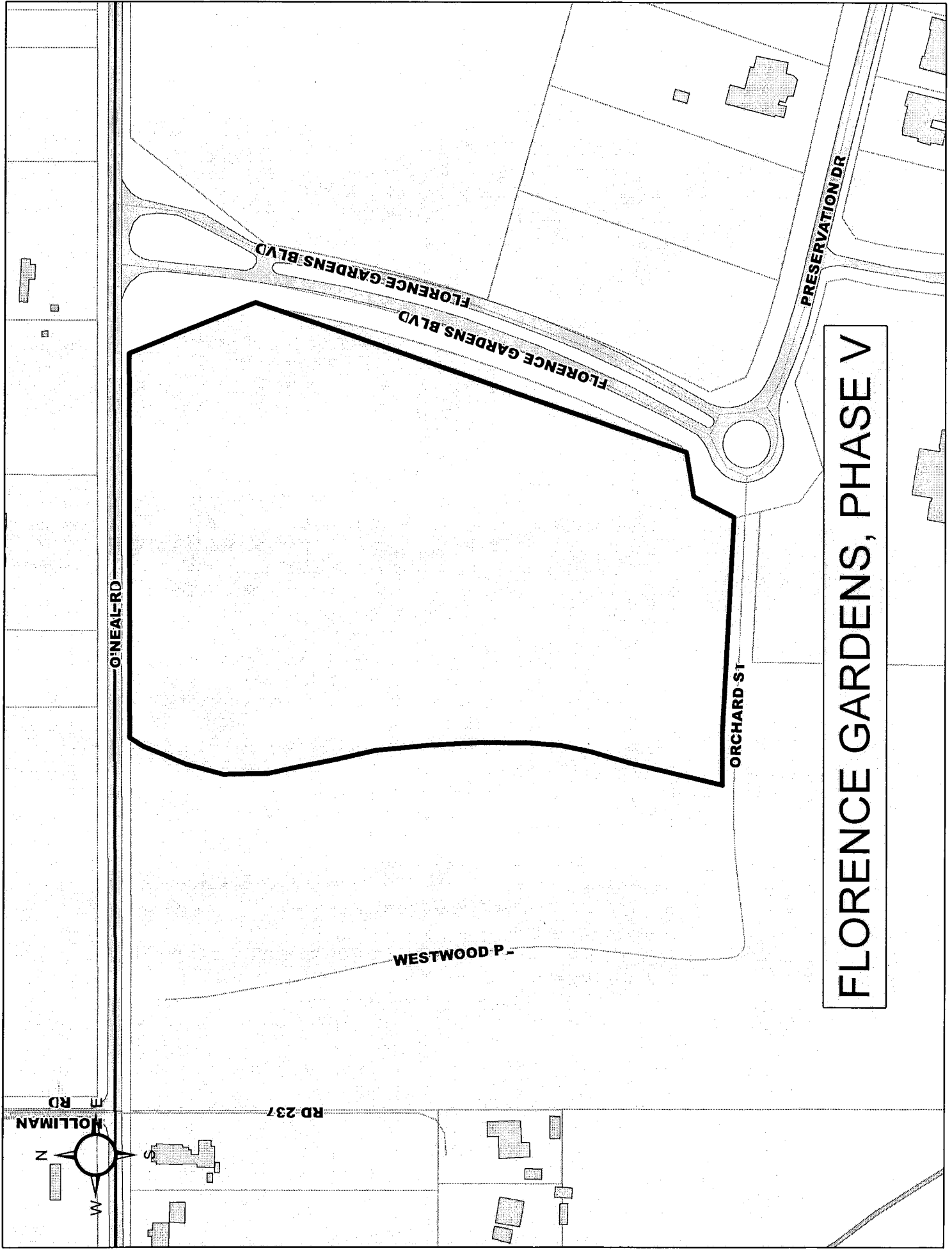
1. Clean asphalt out of sewer manhole lids. COMPLETE
2. Grout the inside ring of sewer manhole 7. COMPLETE
3. Sewer manhole 4 has a leak around the pipe that needs to be stopped. COMPLETE
4. Clean inside on sewer manholes 2 and 1. COMPLETE
5. Grade and stabilize the utility easement so that it can be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

Signed: _____



Title: Assistant City Engineer

Date: 6/3/2019





**DEPARTMENT OF
ENGINEERING**

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

September 3, 2020

Mr. Cory Long
Urban Development Planning Division
Post Office Box 1780
1410 24th Avenue, Room 206
Gulfport, MS 39502
Telephone (228) 868-5710
Fax (228) 868-5708
Email: rlong@gulfport-ms.gov

**Re: Florence Gardens Phase VI; Acceptance for Perpetual Maintenance of All Infrastructure
Excluding Roadway**

Dear Mr. Long:

On August 5, 2020, Engineering and Public Works conducted a warranty inspection of the referenced subdivision and deficiencies were noted. Engineering conducted a follow-up inspection and the prior deficiencies have been satisfactorily addressed by the developer.

Since the development was approved to use soil cement as the road base, two (2) warranties were required. A warranty bond in the amount of \$12,500.00 was required for a period of one (1) year to cover all infrastructure except roadway, and a warranty bond in the amount of \$8,750.00 was required for a period of three (3) years to cover the roadway.

We recommend acceptance of all infrastructure excluding the roadway, for perpetual maintenance by the City and the \$12,500.00 warranty bond returned to the owner. Also, the utility bill for the streetlights should be transferred to the City.

At the conclusion of the roadway warranty period (August 2022), the developer is required to notify the City to schedule a warranty inspection. Prior to accepting roadway improvements for perpetual maintenance, all deficiencies shall be corrected.

If you have any questions or concerns, please feel free to contact me.

Respectfully,

J. Tyler Gentry
Project Engineer

Cc: Kris Riemann, P.E., Director of Engineering
Wayne Miller, P.E., Director of Public Works
Greg Pietrangelo, Director of Urban Development

Attachments: 1. Engineering Inspection Report
2. Map



DEPARTMENT OF ENGINEERING

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

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	Florence Gardens Phase 6
TYPE OF INSPECTION:	Warranty Inspection
DATE:	August 5 th , 2020
PERSONS PRESENT:	Tyler Gentry, Department of Engineering Aaron James, Department of Engineering Brian Jones, Department of Public Works John Thomas, Department of Public Works Mark Kraninger, Department of Public Works Nick Gant, BMA

CHECKLIST ITEMS

STREETS & DRAINAGE:

- | | | | |
|---|---|--|---|
| 1. Is debris/silt and vegetation in streets, curbs, pipes, and catchbasins? | ☐ Yes | ☒ No | ☐ N/A |
| 2. Is street paving/concrete acceptable? | ☐ Yes | ☒ No | ☐ N/A |
| 3. Is drainage pipe in ROW concrete? | ☒ Yes | ☐ No | ☐ N/A |
| 4. Are catchbasin openings sized correctly? | ☒ Yes | ☐ No | ☐ N/A |
| 5. Are curbs & gutter broken/settled? | ☐ Yes | ☒ No | ☐ N/A |
| 6. Is rebar present in curb? | ☒ Yes | ☐ No | ☐ N/A |
| 7. Are street lights present & spaced correctly? | ☒ Yes | ☐ No | ☐ N/A |
| 8. Are lots graded to direct water to drainage systems? | ☒ Yes | ☐ No | ☐ N/A |
| 9. Is/Are detention pond(s) holding water? | ☐ Yes | ☐ No | ☒ N/A |
| 10. Is/Are the banks of detention pond(s) & ditches stabilized? | ☐ Yes | ☐ No | ☒ N/A |
| 11. Are swales/ditches able to be maintained by residents? | ☐ Yes | ☐ No | ☒ N/A |
| 12. Is erosion control provided at outfalls? | ☒ Yes | ☐ No | ☐ N/A |
| 13. Are any extra easements required? | ☐ Yes | ☒ No | ☐ N/A |

WATER & SEWER:

- | | | | |
|---|---|-----------------------------|------------------------------|
| 1. Are all water meters installed & with no broken/missing parts? | ☒ Yes | ☐ No | ☐ N/A |
| 2. Are all water lines and appurtenances installed in accordance with city standards? | ☒ Yes | ☐ No | ☐ N/A |
| 3. Are sewer cleanouts installed & with no broken/missing parts? | ☒ Yes | ☐ No | ☐ N/A |
| 4. Are all manholes installed in accordance with city standards? | ☒ Yes | ☐ No | ☐ N/A |

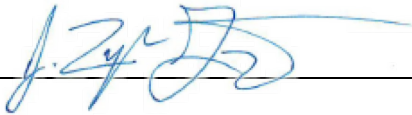
TRAFFIC & SAFETY:

1. Are street name signs correct & in place? ☒.Yes ☐.No ☐.N/A
2. Are traffic control signs correct & in place? ☒.Yes ☐.No ☐.N/A

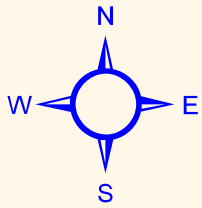
PUNCHLIST ITEMS

1. Grout around annular space at tie-in to existing manhole in the intersection of Artisan Rd and Music Street. **COMPLETE**
2. Grout joints at SSMH 4 where infiltration is occurring. **COMPLETE**
3. Stop bars required. **COMPLETE**

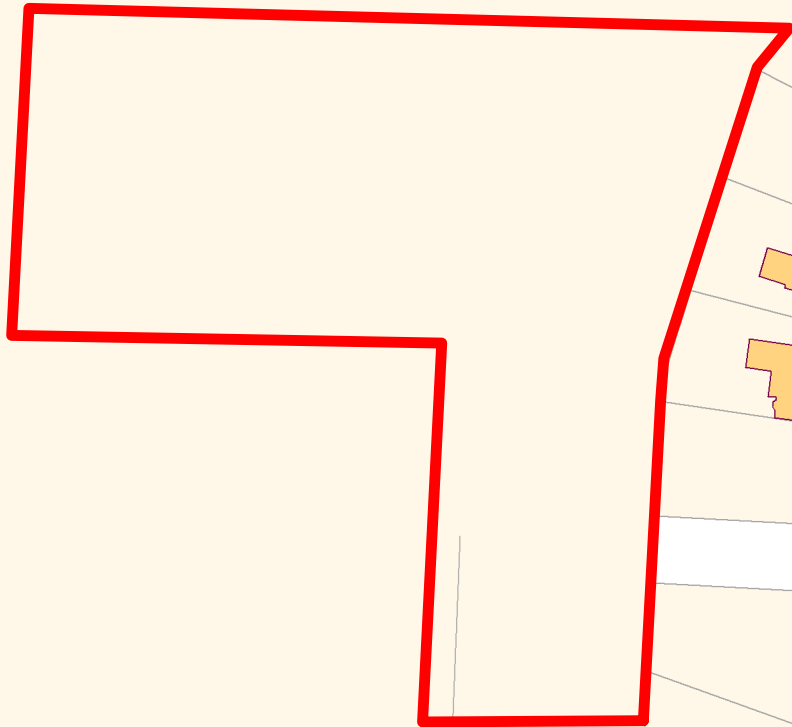
SIGNED: _____



DATE: 8/25/2020



FLORENCE GARDENS, PHASE VI



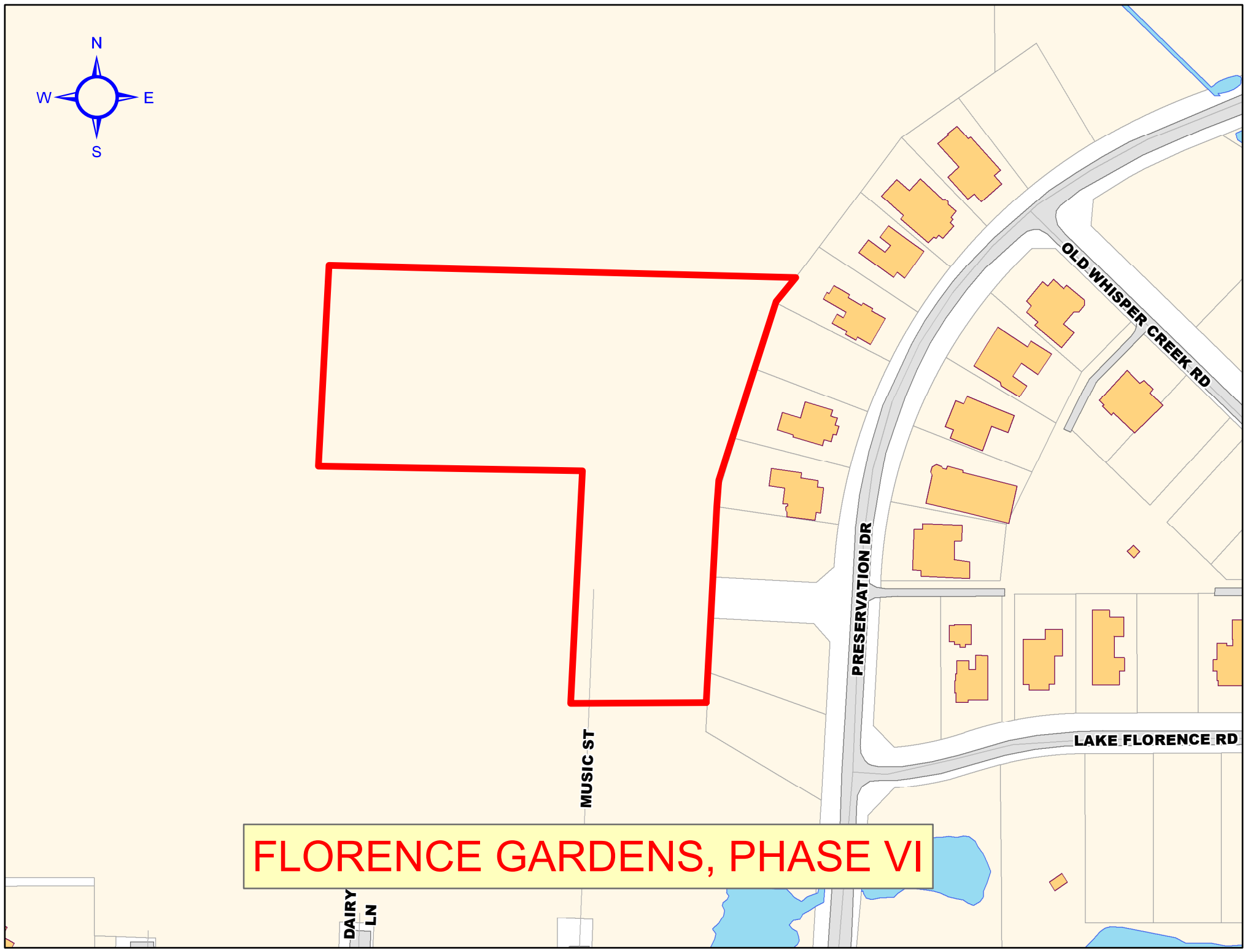
MUSIC ST

PRESERVATION DR

OLD WHISPER CREEK RD

LAKE FLORENCE RD

DAIRY LN



FLORENCE GARDENS, LLC
CITY OF GULFPORT
11915
 Check Number 11915
 Check Date Aug 19, 2019
 Check Amount \$12,500.00
 Discount Take Amount Paid
 12,500.00

Item to be Paid - Description
 P6 - 1 YR WARRANTY BOND
 12,500.00

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM
FLORENCE GARDENS, LLC
 12321 Preservation Drive
 Gulfport, MS 39503
HANCOCK WHITNEY BANK
 86-388/655
11915
 DATE
 Aug 19, 2019
 AMOUNT
 \$ 12,500.00
 Twelve Thousand Five Hundred and 00/100 Dollars
 PAY TO THE ORDER OF:
CITY OF GULFPORT
 BUILDING PERMITS
 1410 24TH ST.
 GULFPORT, MS 39501
 AUTHORIZED SIGNATURE
 Memo:
 ⑈011915⑈ ⑈06550368⑈ ⑈013619532⑈

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

Date of issue: August 20, 2019

Check Number: 11915

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

Guarantee of Maintenance given by:

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

The Principal is firmly bound unto the City of Gulfport, Mississippi in the sum of Twelve thousand five hundred dollars and no cents (\$12,500.00), which amount, in cash or certified check, has been deposited with the City of Gulfport this the 16th day of August 20, 2019.

This bond was made in accordance with the City of Gulfport Subdivision Ordinance to guarantee maintenance and repair of infrastructure improvements as provided in the plan(s), specification(s), agreement and/or Ordinance requirements and as may be set out in any "punch list" prepared by the City's Engineering Department, for the project known as Florence Gardens Phase VI located in Florence Gardens, O'Neal Rd. Gulfport, MS for a period of one (1) year from the date the final plat of the aforementioned project was approved by the Gulfport City Council or until the Gulfport City Council accepts the aforementioned project for perpetual maintenance, whichever is longer.

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

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

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

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

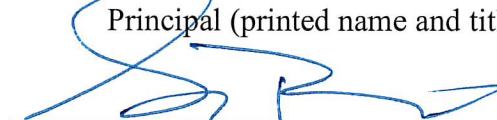
The Principal hereby stipulates and agrees that any extension of time granted to the Principal to complete repairs and maintenance obligations and responsibilities of the Principal shall in no way affect the validity or enforceability of this bond.

WITNESS our hands and seals, this the 20TH day of AUGUST, 2018

PRINCIPAL: 

By: RYAN GOLDIN
Principal (authorized signature)

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

WITNESS: 

Witness (signature)
GNES PISTRANGOLO
Witness (printed name)



**DEPARTMENT OF
ENGINEERING**

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

July 25, 2019

Mr. Cory Long
Urban Development Planning Division
Post Office Box 1780
1410 24th Avenue, Room 206
Gulfport, MS 39502
Telephone (228) 868-5710
Fax (228) 868-5708
Email: rlong@gulfport-ms.gov

Re: Florence Gardens, Phase VI; Final Acceptance

Dear Mr. Long:

On July 24, 2019, Engineering and Public Works conducted a final inspection of the referenced subdivision, and deficiencies were noted. A follow-up inspection took place on July 25, 2019, and all punch list items were completed.

Since the development was approved to use soil cement as the road base, two (2) warranties will be required. A warranty bond in the amount of \$12,500.00 is required for a period of one (1) year to cover all infrastructure except roadway, and a warranty bond in the amount of \$8,750.00 is required for a period of three (3) years to cover the roadway.

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

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

If you have any questions or concerns, please feel free to contact me.

Respectfully,

Jeremy Harrison, P.E.
Assistant City Engineer
City of Gulfport

Cc: Kris Riemann, P.E., Director of Engineering
Wayne Miller, P.E., Director of Public Works
Greg Pietrangelo, Director of Urban Development
Tyler Gentry, Staff Engineer
Ryan Merrill, Assistant Director of Public Works

Attachments: 1. Engineering Inspection Report
2. Map



**DEPARTMENT OF
ENGINEERING**

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

SUBDIVISION INSPECTION CHECKLIST

SUBDIVISION:	Florence Gardens Phase VI
TYPE OF INSPECTION:	Final Inspection
DATE:	July 24, 2019
PERSONS PRESENT:	Tyler Gentry, Department of Engineering Aaron James, Department of Engineering Joe Johnson, Department of Public Works James O'Dell, Department of Public Works Mark Kraninger, Department of Public Works David Sanzin, Utility Partners Nick Gant, BMA Engineering Dan Ray Construction

CHECKLIST ITEMS

STREETS & DRAINAGE:

- | | | | |
|---|--|---|--|
| 1. Is debris/silt and vegetation in streets, curbs, pipes, and catchbasins? | ☐ .Yes | ☒ .No | ☐ .N/A |
| 2. Is street paving/concrete acceptable? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 3. Is drainage pipe in ROW concrete? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 4. Are catchbasin openings sized correctly? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 5. Are curbs & gutter broken/settled? | ☐ .Yes | ☒ .No | ☐ .N/A |
| 6. Is rebar present in curb? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 7. Are street lights present & spaced correctly? | ☐ .Yes | ☒ .No | ☐ .N/A |
| 8. Are lots graded to direct water to drainage systems? | ☐ .Yes | ☒ .No | ☐ .N/A |
| 9. Is/Are detention pond(s) holding water? | ☐ .Yes | ☐ .No | ☒ .N/A |
| 10. Is/Are the banks of detention pond(s) & ditches stabilized? | ☐ .Yes | ☐ .No | ☒ .N/A |
| 11. Are swales/ditches able to be maintained by residents? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 12. Is erosion control provided at outfalls? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 13. Are any extra easements required? | ☐ .Yes | ☒ .No | ☐ .N/A |

WATER & SEWER:

- | | | | |
|---|--|------------------------------|-------------------------------|
| 1. Are all water meters installed & with no broken/missing parts? | ☒ .Yes | ☐ .No | ☐ .N/A |
| 2. Are all water lines and appurtenances installed in accordance with city standards? | ☒ .Yes | ☐ .No | ☐ .N/A |

3. Are sewer cleanouts installed & with no broken/missing parts? ☒ Yes ☐ No ☐ N/A
4. Are all manholes installed in accordance with city standards? ☒ Yes ☐ No ☐ N/A

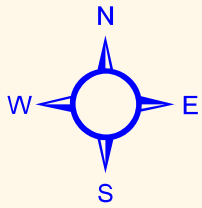
TRAFFIC & SAFETY:

1. Are street name signs correct & in place? ☒ Yes ☐ No ☐ N/A
2. Are traffic control signs correct & in place? ☒ Yes ☐ No ☐ N/A

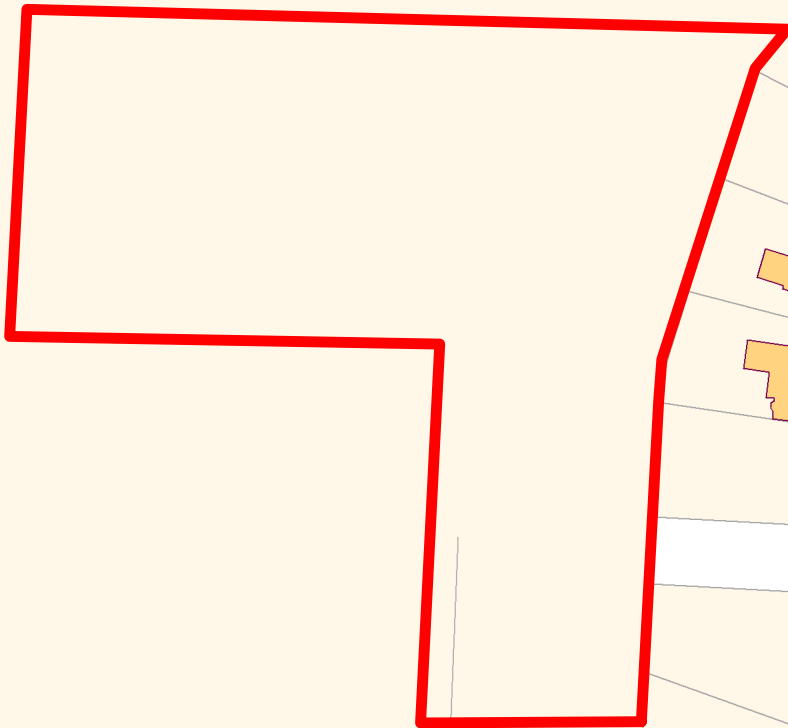
PUNCHLIST ITEMS

1. Install donuts or pads around water valves. **COMPLETE**
2. Grout connection to existing SMH on south end of Music Street. **COMPLETE**
3. Provide as-built drawings. **COMPLETE**
4. Remove silt from all drainage structures and conduit. **COMPLETE**
5. Provide agreement with power company for streetlights. **COPY OF EXECUTED AGREEMENT WITH COAST ELECTRIC**
6. Install final lift of asphalt. **COMPLETE**
7. Clean asphalt from all castings. **COMPLETE**
8. Install curb cuts on east intersection of Hawk Place and Music Street. **LETTER FROM FLORENCE GARDENS, LLC FOR CURB CUTS TO BE INSTALLED AT TIME OF LOT DEVELOPMENT**

SIGNED: _____ DATE: 7/25/19



FLORENCE GARDENS, PHASE VI



MUSIC ST

PRESERVATION DR

OLD WHISPER CREEK RD

LAKE FLORENCE RD

DAIRY LN

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: September 10, 2020

Re: Zoning Map Amendment 2007PC075, by agent Garlon Pemberton, tax parcels 1010H-02-032.001, 1010H-02-031.000, and 1010H-02-031.001, Request to rezone from R-2 (Single-family) to B-2 (General business), E Pass Rd, Ward 2.

Planning Commission recommendation: To approve with a modification that approval grants rezoning 1010H-02-031.000 and 1010H-02-031.001 to B-2 (General business); however, parcel 1010H-02-032.001 was not approved for rezoning and must remain R-2 (Single-family).

Motion: Mr. Sellers

Second: Mr. Daigle

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Garlon Pemberton

Speaking against the Petition:

1. Cheryl Steele

On July 23, 2020, the Planning Commission recommended approval with a modification of the above referenced case.

Please place the attached item on the Council agenda for September 22, 2020.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2007PC075

Hearing Date: July 23, 2020

Current Zoning/Use: R-2 / Vacant

Legal: Zoning Map Amendment 2007PC075, by agent Garlon Pemberton, tax parcels 1010H-02-032.001, 1010H-02-031.000, and 1010H-02-031.001, Request to rezone from R-2 (Single-family) to B-2 (General business), E Pass Rd, Ward 2

TECHNICAL DETAILS

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

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

According to the Mississippi case law:

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

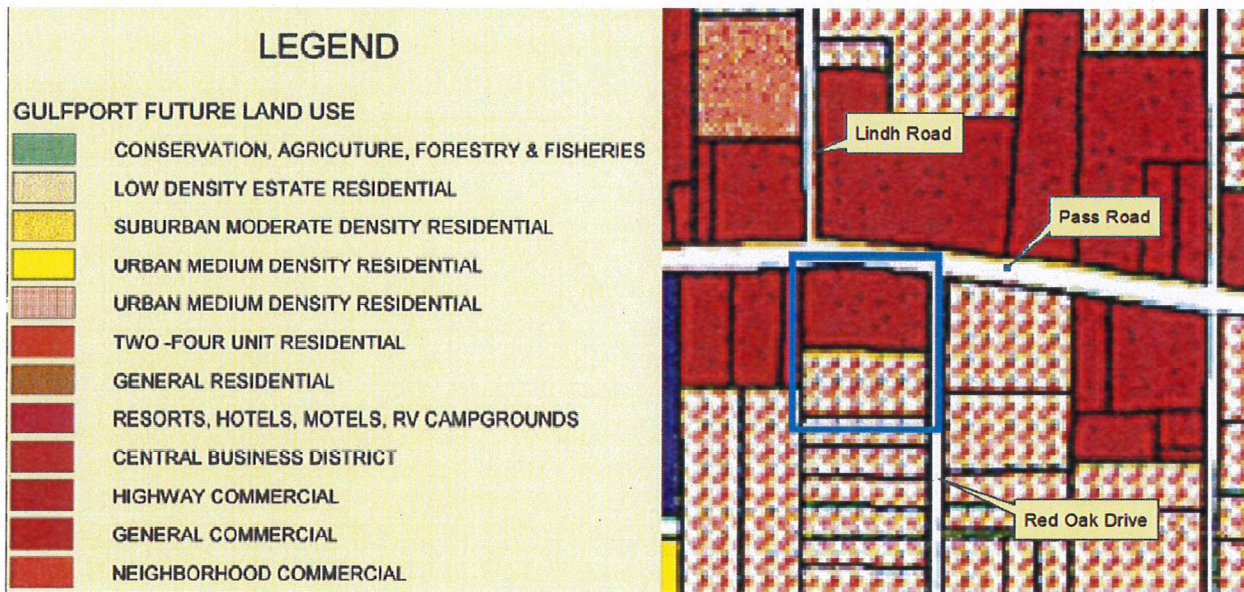
1. That there was a mistake in the original zoning, or
2. That the character of the neighborhood has changed to such an extent as to justify reclassification, **and** that there was a public need for rezoning.

Technical Report

Zoning Map Amendment

The applicant is requesting to rezone 2.33 acres of woodland adjacent to the southside of E Pass Road between Lindh Road and Red Oak Drive. Specifically, the applicant's intention is to rezone the properties from R-2 (Single-family) to B-2 (General Business) for the purpose of constructing a mixed office use and retail. If approved, the applicant states that there will be three stages of completion before finalizing the project in 2022.

According to the city's 2002 Comprehensive Plan, the north half of the property was planned for general commercial and the south half was to remain residential. See below for a clip from the Future Land Use Map of the 2002 Comprehensive Plan, Map IV-2:



The applicant has provided the following justifications, and the staff has included commentary for the applicant's response. Within the applicant's response, the applicant has chosen several justifications for change of the current zoning district. These justifications include change in conditions and increased need for sites.

- (a) An error in the ordinance has not been stated by the applicant in their justification.
- (b) Concerning Change in conditions, the applicant states they have been improving properties to the west and that there are new businesses coming to the area. However, the applicant did not provide a specific improvement or the cause of the perceived momentum in the area. After staff research in the immediate area, the staff found the following rezonings over the last 20 years:
 - 1. 1999: The parcel 1010H-02-031.000 of this request was previously rezoned from R-2 to B-2 but was never developed and, therefore, reverted back to R-2, case 9903PC064.
 - 2. 1999: A property 350 feet west was rezoned from R-2 to B-2 that resulted in the American Heart Association office, case 9910PC276.

Technical Report

Zoning Map Amendment

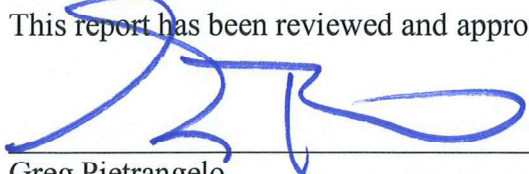
3. 2000: A property 1,500 feet west was rezoned from R-2 to B-2 and eventually resulted in the Island Strike Bowling Facility that is now being converted to a mini-warehouse, case 0004PC090.
 4. 2000: A property 1,000 feet east was rezoned R-2 to B-2, case 0010PC227, and eventually rezoned again to T4+ (General Urban Zone "Plus"), a mixed-use zone, with the mass SmartCode implementation in 2007. At a citizen request and after the hybridization of the district with City of Gulfport's Zoning Ordinance Appendix A, the property was again rezoned from hybrid T4+ to the hybrid T5 (Urban Center Zone) in 2017, see case 1703PC024 below.
 5. 2001: A property 970 feet east was rezoned R-2 to B-2 to make an existing use conforming, case number 0103PC044.
 6. 2004: A property 1,000 feet west was rezoned from R-2 to B-2 for the purpose of removing a split zone condition on the property, case number 0406PC106.
 7. 2006: A property 710 feet east was rezoned from R-2 to B-2; however, it reverted back due to lack of development, see case 0605PC083. Please note it was rezoned again for construction of a Waffle House, see case 1212PC093 below.
 8. 2012: A property 710 feet east was rezoned from R-2 to B-2 for the construction of a Waffle House, case number 1212PC093.
 9. 2016: A property 212 feet east was rezoned from R-2 to B-2 for the purpose of fixing a split zone, case number 1608PC102.
- (c) Concerning increased need for sites, the applicant states a growing demand for new businesses in the area and the traffic count. However, the applicant did not state a public need or support for the argument provided. Moreover, a year to year comparative analysis of the traffic count mentioned was not provided, and the staff does not have yearly information readily available except for 2018 counts available on the Gulf Regional Planning Commissions website.
- (d) Annexation is not applicable to this site nor are any statements provided by the applicant.
- (e) Ordinance changes are not stated by the applicant as being applicable.
- (f) This rezoning does not involve government property.

Any approval should consider these conditions:

1. This request does not approve the site plan provided. Finally, all construction must acquire permits and be in accord with all ordinances and regulations.

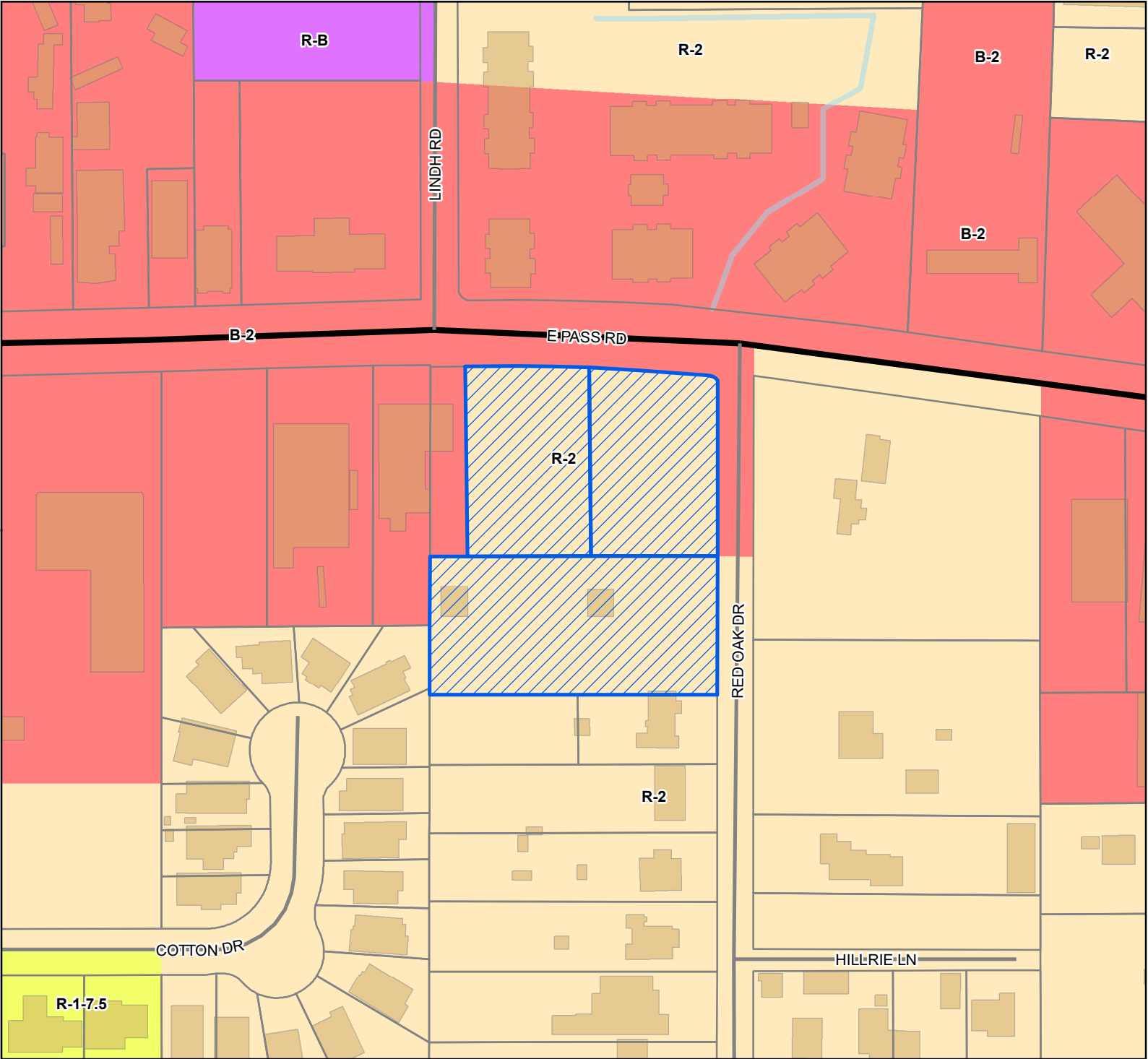
DIRECTOR APPROVAL

This report has been reviewed and approved by:



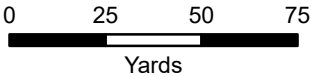
Greg Pietrangelo

Director of Urban Development Department



- Site
- US or State Highway
- Street
- Parcels
- Buildings
- Zoning**
 - B-2 - General Business District
 - R-1-7.5 - Single Family Residence District (Low Density)
 - R-2 - Single Family Residence District (Medium Density)
 - R-B - Residence-Business District
 - Water Features

Site Information
1010H-02-031.000
1010H-02-031.001
1010H-02-032.001
Zoning: R-2 (Single-family)
Size: 2.33 acres
Flood: X



1 inch = 150 feet



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

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

Property Information

TAX PARCEL #

1	0	1	0	H
1	0	1	0	H
1	0	1	0	H

 -

0	2
0	2
0	2

 -

0	3	2
0	3	1
0	3	1

 .

0	0	1
0	0	1
0	0	0

(If necessary, use separate sheet of paper)

For Staff Use Only

Case File #: 2007PC075
Date Received: 2 June 2020
Receipt #: _____
Received By: ES
Zoning: R-2
Ward: 2 Flood: _____

Address of Property Involved: _____

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

General Location: CORNER OF E. PASS RD & RED OAK DR.

GENERAL DESCRIPTION OF REQUEST:

Change of zoning from R2 to B2

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

MERCHANTS & MANNING BANK
Printed Name Of Owner
PO Box 719
Mailing Address
Pascagoula MS 39568
City State Zip code
228-934-1214
Home Phone Work/Cell Phone
herman.smith@mandm.bank.com
Email
Herman E Smith
Signature Of Owner

AGENT

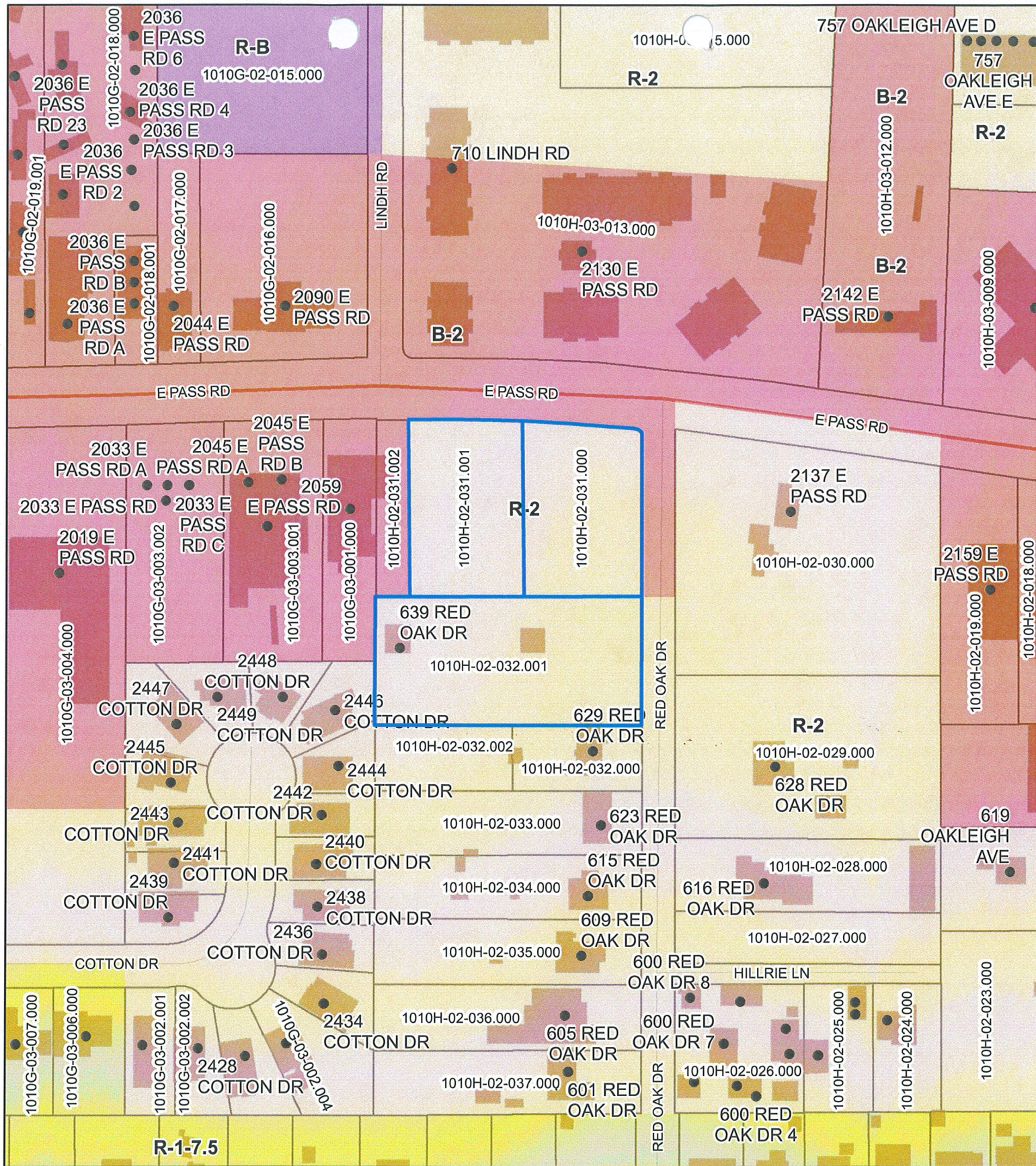
Garlon Pemberton

Printed Name Of Agent
9591 S Bavou Bend Dr
Mailing Address
Gulfport MS 39503
City State Zip code
228. 324.2366
Home Phone Work/Cell Phone
latruckaroup@gmail.com
Email
Garlon Pemberton
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.



Area Map

- Address points
- Principal Arterial
- Minor/Residential
- Parcels

Zoning

- B-2 - General Business District
- R-1-7.5 - Single Family Residence District (Low Density)
- R-2 - Single Family Residence District (Medium Density)
- R-B - Residence-Business District

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Printed 6/2/2020

1 inch = 150 feet



HARRISON COUNTY, MS

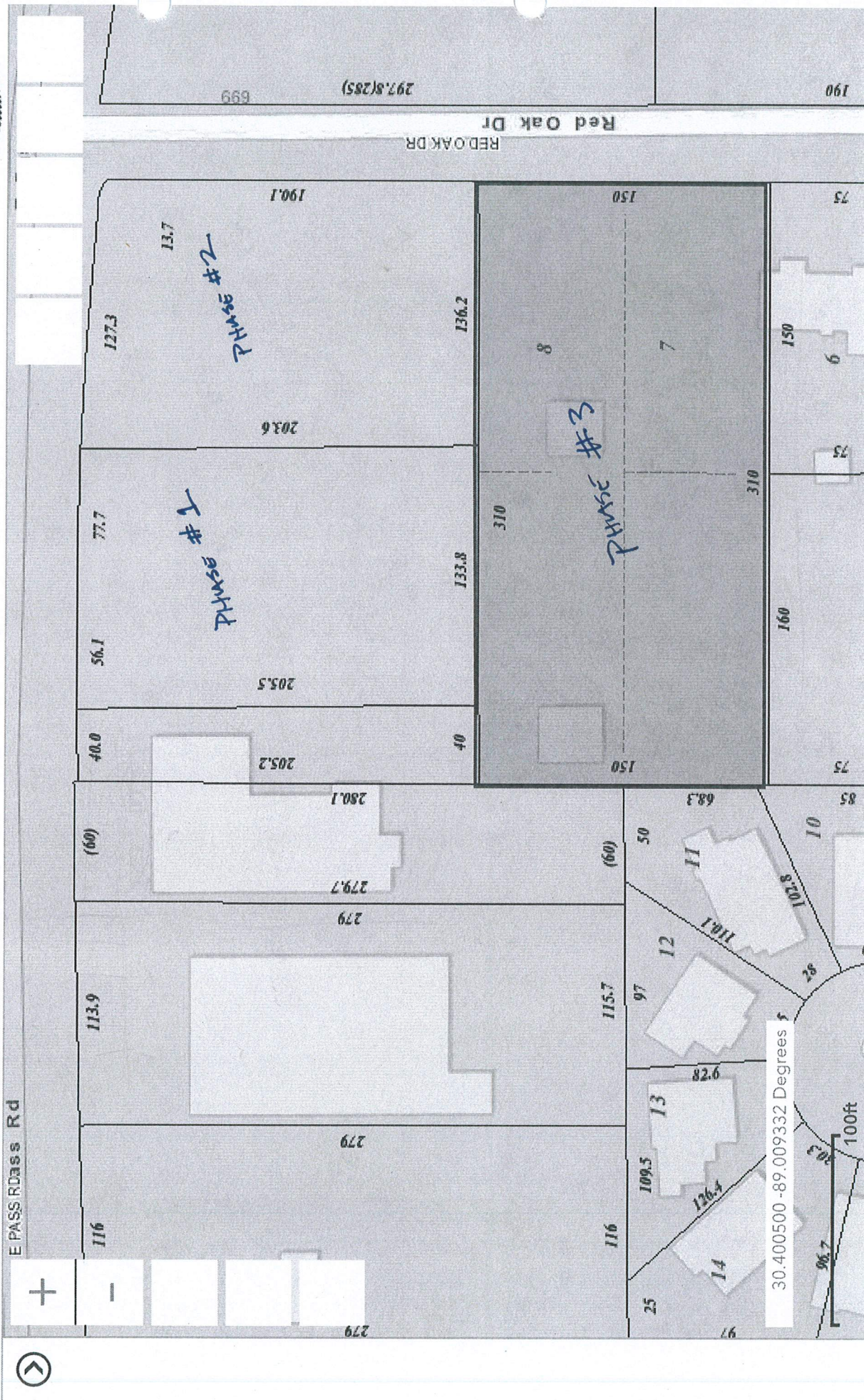
Property Search Application





HARRISON COUNTY, MS

Property Search Application



Site plan for 1010H-02-031.000 showing two proposed retail spaces (100 x 75) and a proposed office space (100 x 75). The plan includes a central shared drive, sidewalks, green space, and a 10' landscape buffer. The plan is oriented with Red Oak Drive at the top.

Key features and labels:

- Proposed Retail Spaces:** Two 100 x 75 spaces, one on the left and one on the right.
- Proposed Office Space:** A 100 x 75 space located between the two retail spaces.
- Central Drive:** Labeled "SHARED DRIVE" in the center.
- Sidewalks:** Labeled "SIDEWALK" along the central drive and the bottom edge.
- Green Space:** Labeled "GREEN SPACE" in the top right corner and "GRASS ISLAND" in the bottom right corner.
- Parcel Information:**
 - Parcel # 1010H-02-031.001 (left side)
 - Parcel # 1010H-02-031.000 (right side)
 - Parcel # 1010H-02-031.002 (bottom left corner)
- Other Labels:** "OVERFLOW PARKING FOR PARCEL 1010H-02-031.002" (bottom left), "10' LANDSCAPE BUFFER" (bottom right), and "RED OAK DRIVE" (top edge).

(F) Written statement addressing the following:

1. Error:

- a. In driving up and down East Pass Road, it appears that the zoning of these parcels appears to be not in keeping with the other parcels on East Pass Road in the area. Although there are some single-family residence in the area these parcels in question appear to have a higher and better use as commercial business. It is not in my opinion that this was done in error necessarily but over time the highest and best use has changed.

2. Change in Conditions:

- a. Over the last year we have been improving the properties to the West. With these improvements and new business coming into the area we believe that this is changing the area. Now the area has momentum we believe this momentum can and will continue moving East thus warranting the change in zoning for these parcels.

3. Increase in need for sites:

- a. Due to the improvements over the last year mentioned above we are seeing a growing demand for new business in the area. Business realize the traffic count on Pass Road and are wanting to be there but not in areas that look abandoned. We believe with continued improvement on Pass Road in the immediate area the demand for new space will continue to increase.

4. Annexation:

- a. N/A

5. Ordinance change:

- a. N/A

6. Change in governmental property:

- a. N/A

(G)

1. Interest:

- a. On behalf of M & M Bank

2. Condition for change:

- a. Increase in need for sites

3. Development Schedule

- a. See attached

4. Effects of Amendment:

- a. Requesting a change from residential to business

5. Error

- a. N/A

Key points:

- Notice green space being kept to buffer residential and commercial on South part of phase 3 and South West part of phase 3

ITEM**PROPOSED DATES**

Rezoning	July - August 2020
Master planning (building and site design)	August - September 2020
Begin plans and permitting	September - October 2020
Permitting	Oct-20
Plan to start vertical construction	Nov-20
Completion of phase 1	April - May 2021
Completion of phase 2	Oct-21
Completion of phase 3	Jan-22

RE: Zoning Map Amendment 2007PC075, by agent Garlon Pemberton, tax parcels 1010H-02-032.001, 1010H-02-031.000, and 1010H-02-031.001, Request to rezone from R-2 (Single-family) to B-2 (General business), E Pass Rd, Ward 2

To Whom It May Concern:

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

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

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
Y			MERCHANTS & MARINE BANK (OWNER)	P.O. BOX 719	PASCAGOULA	MS	39568
Y			GARLON PEMBERTON (AGENT)	9591 S BAYOU BEND DR	GULFPORT	MS	39503
Adjacent Property Owners							
Y	20608	1010G-03-001.000	PINKSTON JIM -EST-	2059 E PASS RD	GULFPORT	MS	39507
Y	20640	1010H-03-012.000	COASTAL CAR WASH OF THE SOUTH LLC	P O BOX 962	LONG BEACH	MS	39560
Y	20656	1010H-02-030.000	LEUENBERGER JAMES U & JENNINGS K	806 AUGUSTINE DR	GULFPORT	MS	39507
Y	20659	1010H-02-028.000	SHEDDEN LARRY D & JAMIE W	616 RED OAK DR	GULFPORT	MS	39507
Y	20670	1010H-02-029.000	STEELE VINCE R & BRIMAGE CHERYL	628 RED OAK DR	GULFPORT	MS	39507
Y	20673	1010H-02-031.000	MERCHANTS & MARINE BANK	3118 PASCAGOULA ST	PASCAGOULA	MS	39567
Y	26691	1010G-02-016.000	NGUYEN MINH ETAL	2090 E PASS ROAD	GULFPORT	MS	39507
N	83915	1010H-02-032.000	PAGE JOHNNIE L	14068 OLD WOOLMARKET RD	BILOXI	MS	39532
Y	83916	1010H-02-033.000	PINGORA LOAN SERVICING LLC	5151 CORPORATE DR	TROY	MI	48098
Y	83919	1010H-02-034.000	CROSBY LUCILE M & RICHARD G	615 RED OAK DR	GULFPORT	MS	39507
Y	83928	1010H-03-013.000	GULF POINTE PARTNERS LLC	1912 21ST AVENUE SOUTH STE 100	NASHVILLE	TN	37212
N	97788	1010H-02-032.001	MERCHANTS & MARINE BANK	3118 PASCAGOULA ST	PASCAGOULA	MS	39567
Y	106226	1010G-03-003.001	JERNIGAN PROPERTIES LLC ET AL	229 DEBUYS RD	GULFPORT	MS	39507
N	116895	1010H-02-031.002	PINKSTON JAMES E -EST-	2059 E PASS RD	GULFPORT	MS	39507
N	116896	1010H-02-031.001	MERCHANTS & MARINE BANK	3118 PASCAGOULA STREET	PASCAGOULA	MS	39567
Y	117866	1010G-03-002.008	WILLIAMS JAMES A & BETTY L	2440 COTTON DR	GULFPORT	MS	39507
Y	117867	1010G-03-002.009	DIXON JANICE	2442 COTTON DR	GULFPORT	MS	39507
Y	117868	1010G-03-002.010	NEWMAN THERESA G	2444 COTTON DR	GULFPORT	MS	39507
Y	117869	1010G-03-002.011	LATIMER KENNETH D	2446 COTTON DRIVE	GULFPORT	MS	39507
Y	117870	1010G-03-002.012	GOODMAN DARLENE M	2448 COTTON DR	GULFPORT	MS	39507
Y	117871	1010G-03-002.013	HARRIS CARSON & ELIZABETH	2449 COTTON DRIVE	GULFPORT	MS	39507
Y	117872	1010G-03-002.014	SMITH HOLLY W	2447 COTTON DR	GULFPORT	MS	39507
Y	117873	1010G-03-002.015	PETERSEN EVETT E	2445 COTTON DR	GULFPORT	MS	39507
Y	117874	1010G-03-002.016	BAUGHMAN FRANK C & BRIDGET	2443 COTTON DR	GULFPORT	MS	39503
Y	140321	1010H-02-032.002	PAGE JOHNNIE ETAL	14068 OLD WOOLMARKET RD	BILOXI	MS	39532

Ad Order Information

<u>Ad Number</u>	<u>Ad Type</u>	<u>Production Method</u>	<u>Production Notes</u>
0004688952-01	BLX-Legal Liner	AdBooker	

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

<u>Ad Size</u>	<u>Color</u>
1 X 47 li	

<u>Product</u>	<u>Placement</u>	<u>Times Run</u>	<u>Schedule Cost</u>
BLX- SunHerald	0300 - Legals Classified	1	\$31.20

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

Run Dates
07/08/2020

LEGAL NOTICE PUBLIC HEARING

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

1. Planning Commission Approval 2007PC065, by owner Doris R. Morgan, tax parcel 0907L-01-056.000, Request home occupation of real estate broker, 108 W Chipwood Dr, Zoned R-1-15' (Single-family), Ward 6

2. Zoning Map Amendment 2007PC071, by owner Greg Smith, tax parcel 1011D-01-040.001, Request to rezone from T6 (Urban Core Zone) to T4+ (General Urban Zone "Plus"), W Cedar Dr, Ward 2

3. Resubdivision 2007PC074, by owner Pansy Maddox, tax parcels 0910A-02-011.000 and 0910A-02-010.000 Lot 6, Divide into two new parcels, 5 Rivers Bend Dr, Zoned R-1-7.5 (Single-family), Ward 4

4. Zoning Map Amendment 2007PC075, by agent Garlon Pember-ton, tax parcels 1010H-02-032.001, 1010H-02-031.000, and 1010H-02-031.001, Request to rezone from R-2 (Single-family) to B-2 (General business), E Pass Rd, Ward 2
This the 1st day of July 2020
Keith Williams, Chairman
City of Gulfport Planning Commission

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

ORDINANCE NO. _____

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

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that ad valorem tax parcel numbers 1010H-02-031.000 and 1010H-02-031.001, which is generally described as being located north of Demaret Drive, south of and adjacent to East Pass Road, west of and adjacent to Red Oak Drive, and east of Dudley Street, should be rezoned from its present classification of R-2 (Single-family) District to B-2 (General business) District. The Case File Number is 2007PC075.

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

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

Ad valorem tax parcel number 1010H-02-031.000 is legally described as:

That certain parcel of property located in the First Judicial District of Harrison County, Mississippi and more particularly described as follows:

A parcel of land situated in the West ½ of the SW ¼ of the SE ¼ of Section 29, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, and being more particularly described as follows:

Commencing at an old ¾" iron pipe found at a fence corner on the West margin of Red Oak Drive, and being 350 feet West of the Southeast corner of said West ½ of the SW ¼ of the SE ¼ of Section 29, as per deeds; thence along said West margin of Red Oak Drive, North 00° 13' 09" East 600.24 feet to a ¾" iron pipe found at the Point of Beginning; thence further along said West margin, North 00° 13' 09" East 190.13 feet to an iron rod; thence along a curve of said margin to the left, having a radius of 15.00 feet and an arc of 13.69 feet to an iron rod being North 67° 12' 51" West 13.22 feet and lying on the South margin of Pass Road; thence along a curve of said South margin to the left, having a radius of 2913.76 feet and an arc of 127.27 feet to an iron rod being North 86° 48' 33" West 127.26 feet; thence South 00° 38' 42" East 203.58 feet to an iron rod; thence North 89° 28' 59" East 136.24 feet to the Point of Beginning.

Ad valorem tax parcel number 1010H-02-031.001 is legally described as:

That certain parcel of property located in the First Judicial District of Harrison County, Mississippi and more particularly described as follows:

A parcel of land situated in the West $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 29, Township 7 South, Range 10 West, City of Gulfport, Harrison County, Mississippi, and being more particularly described as follows:

Commencing at an old $\frac{3}{4}$ " iron pipe found at a fence corner on the West margin of Red Oak Drive, and being 350 feet West of the Southeast corner of said West $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 29, as per deeds; thence along said West margin of Red Oak Drive, North $00^{\circ} 13' 09''$ East 600.24 feet to a $\frac{3}{4}$ " iron pipe found; thence South $89^{\circ} 28' 59''$ West 136.24 feet to a $\frac{1}{2}$ " iron rod at the Point of Beginning, thence North $00^{\circ} 38' 42''$ West 203.58 feet to an iron rod lying on the South margin of Pass Road; thence along a curve of said margin to the left, having a radius of 2913.76 feet and an arc of 77.73 feet to an iron rod being North $88^{\circ} 49' 30''$ West 77.73 feet; thence further along said South margin, South $89^{\circ} 03' 38''$ West 56.07 feet to an iron rod; thence South $0^{\circ} 38' 42''$ East 205.46 feet to an iron rod; thence North $89^{\circ} 28' 59''$ East 133.76 feet to the Point of Beginning.

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

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

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

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

YEAS:

ABSTENTIONS:

ABSENCES:

NAYS:

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

(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

1 CITY OF GULFPORT PLANNING COMMISSION

2
3 2007PC075
45 TRANSCRIPT OF TAPE RECORDED REMOTE HEARING

6 July 23, 2020

7 *****

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

13 *****

14 COMMISSION MEMBERS PRESENT:15 KEITH WILLIAMS, President
16 VIRGINIA ADOLPH
17 WILLIAM "PRINCE" JONES
18 HAROLD SPANN
19 TIMOTHY DAIGLE, JR.
20 B.J. SELLERS
21 BRANDON ELLIOTT
22 DOUG HANCOCK23 STAFF PRESENT:24 GREG HOLMES
25 MATILDA WELCH
THOMAS LANE

(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 4. Zoning Map Amendment 2007PC075

9 MR. LANE: Zoning map amendment 2007PC075
10 has been duly and timely noticed as required by law. The
11 applicant requests to rezone from R-2 single family to B-2
12 general business, East Pass Road, Ward 2. A copy of the
13 packet considered is hereby offered to the record.

14 MR. WILLIAMS: Thank you.

15 Someone here to speak for this request?

16 MR. PEMBERTON: Yes, sir. Garlon Pemberton,
17 9591 South Bayou Bend Drive, Gulfport.

18 We just bought three more parcels. We've
19 been developing all down Pass Road. We have Center Point
20 Energy, and then going east we're just finishing our
21 building right now. We have a gym going in it, a tea place
22 fixing to go in. We have Dr. Jernigan and Dr. McCabe to the
23 east of that. And then we bought the Pinkston's building,
24 and we're turning that into an office complex. And then to
25 the east of that is these three parcels.

1 So we're just -- these parcels on Pass Road,
2 it doesn't make sense for us to do residential. So we're
3 just trying to rezone that.

4 We have a restaurant at and actually an Ace
5 Hardware set up to go on those parcels.

6 MR. WILLIAMS: So this will just extend you
7 all the way to the corner of Red Oak and Pass Road there.

8 MR. PEMBERTON: Yeah. Well, there's one lot
9 behind it, so there's three total parcels, two on Pass Road,
10 and then one behind. So it's just a whole lot.

11 MR. WILLIAMS: Okay. All right.

12 Anybody have any questions for the applicant?

13 All right. If something comes up, we'll
14 bring you up. Thank you.

15 Anyone else here to speak for this request?

16 Anyone here to speak against this request
17 tonight? Yes, ma'am.

18 MS. STEELE: Good afternoon. My name is
19 Cheryl Steele. I reside at 628 Red Oak Drive, Gulfport,
20 Mississippi.

21 For reference to -- well, let me say this.
22 My husband I have lived there for 23 years, and that is in
23 College Park subdivision. And the businesses that he named
24 are on Pass Road, not on Red Oak.

25 We are a residential neighborhood. What he

1 is doing or wanting to do is basically in my front yard.
2 When I go to my mailbox, it's right there, literally in my
3 front yard.

4 If you can look at a map and see my house at
5 628 Red Oak, the property he's talking about, not the
6 frontage on Pass Road, not the first lot, but it's that
7 second lot. They've already cleared it, and they brought in
8 50 piles of red clay dirt. This is in my front yard

9 And as I said, we have been there for 23
10 years. College Park is a residential area. We have no
11 problem with Pass Road, businesses on Pass Road. They have
12 the chiropractic and they had the Pinkston Music was there
13 for years and years.

14 But what they're trying to do, they're not on
15 Pass Road, they're on Red Oak. There's houses all around
16 us. They're all old homes that's been there a long time.
17 We survived Katrina. We survived Hurricane Camille. Those
18 homes are residential homes. We don't want a business in
19 our front yard; I don't, and my husband doesn't.

20 So that's why I'm here.

21 MR. WILLIAMS: Okay.

22 MS. STEELE: I want you guys to see. I want
23 you to look at and see where those lots are in reference to
24 my house.

25 MR. WILLIAMS: Okay.

1 That's the question I was asking. So when we
2 look up there and you see East Pass Road, that R-2 on Pass
3 Road is already zoned -- well, it's looking to be rezoned.
4 But the one behind it where you see the line is the one
5 that's on Pass Road, and then you're right there where that
6 R-2 --

7 MS. STEELE: I'm right there. My mailbox is
8 right there. And that's the issue that we have.

9 MR. WILLIAMS: Okay.

10 MR. SELLERS: You're on the same side of the
11 road, the same side of Red Oak, or you're across the street?

12 MS. STEELE: Across the street. I can look
13 -- when I go to my mailbox, and it's literally a few feet
14 from me, from my property.

15 Can you see where I'm saying, sir?

16 Between me and Pass Road on my side, there is
17 a home there.

18 (No sound.)

19 MS. STEELE: No, no, sir. There's no
20 businesses on Red Oak, none whatsoever. The businesses are
21 on Pass Road.

22 But what they're trying to do, those lots
23 that he spoke of, that's in my front yard, right across from
24 my home.

25 And as I said, we've been there -- it's the

1 oldest subdivision in College Park. We've been there for 23
2 years. We raised our children there. And it's upsetting to
3 me. And that's why I'm here.

4 MR. WILLIAMS: Okay. Commissioners, any
5 further questions for this individual?

6 Yes, sir.

7 MR. JONES: I have a question. Before this
8 meeting, did he or you, did y'all ever talk to each other
9 about that?

10 MS. STEELE: We didn't know anything. We
11 didn't know anything. All of a sudden, my husband -- we
12 come home from work and the lots are cleared, they had
13 brought all this red clay dirt in. And they knocked down --
14 the lot, they knocked down all the trees and cleared the
15 lot. Nobody told us anything. We had no clue. We didn't
16 know what kind of business is actually going there. My
17 daughter is in college. She saw something on Facebook. She
18 said, Mama, this is what's going on, this is what they're
19 doing.

20 Nobody told us anything. And, as I said,
21 this is an old residential neighborhood. And no businesses
22 exist on Red Oak Drive. There are no businesses there. And
23 there is a vacant lot there. And like I said, they're going
24 to be in front of my front door, I mean, literally in my
25 front yard. I really want y'all to see that, how close

1 those businesses are going to be. When I check my mail,
2 it's right there, right across the street.

3 (Inaudible.)

4 MS. STEELE: I don't have my glasses on. Can
5 you see this?

6 (Inaudible.)

7 MS. STEELE: I'm on the opposite side.

8 (Inaudible.)

9 MS. STEELE: On the second lot, yes, sir, on
10 the second lot.

11 MR. WILLIAMS: We got a pointer. So where
12 the pointer is going, you see that, that's where your home
13 is, on the east side of Red Oak.

14 MS. STEELE: Yes, sir. On the second lot.
15 And there's a home in front of us.

16 (No sound.)

17 MS. STEELE: Yes, it is outside my front
18 door, it is. There is a house in front. There is a house
19 directly in front of me. The lot is right next to her, to
20 the people that's directly in front of me. The home is
21 directly in front of me. The lot is right next to it.

22 MR. WILLIAMS: So just for clarification,
23 that R-2 that is bordering Pass Road is not technically
24 right across the street from you. There's another home
25 across the street from there.

1 MS. STEELE: Oh, yes, sir. I look right into
2 another home. It's right next to that home. But we're
3 right there together, I mean, we're right close together,
4 when I say that because my mailbox, basically if I check my
5 mail I'm right there.

6 But there is a home right in front of my
7 house.

8 (No sound.)

9 MS. STEELE: Exactly. Okay. If you're on
10 Pass Road, and where Pinkston's was, you can walk right
11 through and come through to Red Oak. And he has all of
12 that, also. You can walk right through and be on Red Oak
13 which is the residential area where the homes are. But
14 there are no businesses.

15 (Inaudible.)

16 MS. STEELE: It's traffic. That is a
17 residential area. But if it have to be zoned commercial to
18 be changed, that's not good for us.

19 As I said, we're an older residential area.
20 I've been there for 23 years myself. That's going to bring
21 a lot of traffic down our street, down our little street Red
22 Oak.

23 Now, there's traffic, cars being parked,
24 there's crime, I mean, I'm afraid of all that.

25 We've never had any problems in our

1 neighborhood. College Park is a wonderful older
2 neighborhood. We've never had any issues. And that's what
3 I'm concerned about, crime, traffic, all of it, all of the
4 above.

5 And as I said, my husband is an entrepreneur.
6 I'm not against anybody having their own business. But I
7 don't think this should be changed. Stay on Pass Road. You
8 know, this is residential homes here.

9 (Inaudible.)

10 MS. STEELE: Right. And I know those are
11 already zoned.

12 (Inaudible.)

13 MS. STEELE: Okay. Well, I thought they
14 were. But I'm concerned about --

15 (Inaudible.)

16 MS. STEELE: Yes, because the other one
17 fronts Pass Road, so I really don't have a fight for that
18 because it fronts Pass Road. You know, I'm just trying to
19 be fair. It's those other ones that I'm concerned about.

20 (Inaudible.)

21 MS. STEELE: Explain that again, sir.

22 (Inaudible.)

23 MR. WILLIAMS: What he's asking, would you be
24 all right with that, would you be all right with the two
25 fronting Pass Road being changed to B-2, but the third

1 parcel remaining as R-2.

2 (Inaudible.)

3 MR. WILLIAMS: If you can go back to the mic?
4 I'm sorry about that. We called you up there to get back so
5 everybody can hear you. Thank you.

6 MS. STEELE: That's not something that we --
7 because the entrance, or the entrance or the exit is still
8 going to affect us. It's still going to.

9 MR. WILLIAMS: Okay.

10 MS. STEELE: Because you can still enter it
11 or exit it on Red Oak. That's going to be the issue.
12 And they've already cleared it. They've brought in dirt.

13 MR. WILLIAMS: All right. Any other
14 questions for Ms. Steele?

15 All right. Thank you. Appreciate it.

16 MS. STEELE: Thank you.

17 MR. WILLIAMS: Anyone else here want to speak
18 against this?

19 Okay. Garlon, I'm going to ask if you'll
20 come back up since we've had that brought up.

21 Kind of give us an idea -- I mean, obviously
22 the issue is the B-2 on that third parcel, I believe is what
23 the biggest issue is, what the ingress/egress of that is
24 going to be. Is there access to it coming off of Pass Road
25 through any of the other parcels? Or will total access be

1 off of Red Oak? And then do you know at this time -- it
2 would seem that on the corner piece of property whatever is
3 being developed there, you would have access from Pass Road.
4 But probably also access from Red Oak on that one, too.

5 Kind of explain all that to us, and I'm sure
6 the other commissioners may have some questions.

7 MR. PEMBERTON: So it's pretty simple. Let
8 me start over.

9 Number one, I have a tree permit, so
10 everything that's been take down, I have a permit from the
11 city. It's all been approved.

12 MR. WILLIAMS: That's fine.

13 MR. PEMBERTON: I stored some dirt there. I
14 haven't moved any dirt, so I haven't done anything that I'm
15 not permitted for.

16 Number -- the next thing is the two parcels
17 on the north, one is corner on Red Oak and East Pass, and
18 then the one to the west. Our game plan is to still come
19 off of Pass Road. Because of egress, we will have to have
20 one exit to come off onto Red Oak on that corner. And it
21 will come, you know, you'll come out and take a left or take
22 a right on Pass Road. It's a stop sign.

23 The only purpose for that is stacking room.
24 You know, commercial development, we can't have ten cars
25 stacked in the parking lot trying to turn and go west on

1 Pass Road when it would just make more sense with that exit.
2 They get on Red Oak, went north instead of the stop sign to
3 go west. Whereas if you're coming out the parking lot going
4 east, you'll just stay in the parking lot and go on.

5 I'm not opposed to anything on the rear lot.
6 I'm not like I got to have a building. The two buildings
7 are going to be on the front two parcels. The rear parcel
8 on the south, the one that's more closer to being across the
9 street from where she says she lives, honestly, that was
10 just going to be overflow parking. I didn't plan on putting
11 a building there. There is not a building that is going on
12 that parcel right now.

13 On that corner there's going to be an Ace
14 Hardware. So everything I know about Ace Hardware is it's
15 neighborhood friendly. So you need to be by a neighborhood.
16 And then the one in between the old Pinkston's building and
17 the Ace Hardware is going to be a restaurant.

18 So, to try to simplify things, I'm okay with
19 not rezoning the south parcel, Parcel Number 3. Again, all
20 I was going to use that for is a parking lot to meet what
21 the city requires of parking spaces for the other two
22 businesses, which quite frankly will never be used. It will
23 just be truly overflow. So it's not going to have a lot of
24 traffic. And we can set that up to where it does not exit
25 onto Red Oak.

1 MR. WILLIAMS: Okay.

2 MR. PEMBERTON: So there would be no means of
3 egress or anything like that there.

4 MR. SELLERS: If I could suggest, on that
5 bottom parcel, and we've done this several times, to do more
6 or less kind of stepdown zoning, so instead of doing B-2 on
7 that do R-B, Greg, residential business? Or what would be a
8 good stepdown? And we don't have to do this tonight. I'm
9 just throwing something -- we might want to go ahead and
10 approve the two top parcels and maybe you might want to come
11 back at a later time to look at something that would --

12 MR. PEMBERTON: I don't think that would be
13 necessary because I can put a parking lot in a residential
14 lot. There's nothing that says I can't, unless I'm
15 mistaken.

16 MR. HOLMES: Not a stand alone parking lot.

17 MR. PEMBERTON: No, it would be connected.
18 All I would do is take that and join it to another parcel,
19 combine two parcels.

20 MR. HOLMES: That's going to take a little
21 figuring because it's technically on a different parcel. Is
22 it technically on a different parcel number?

23 MR. PEMBERTON: Yes.

24 MR. HOLMES: So it's going to be standing
25 alone. So zoning-wise, I have to see it as a separate

1 entity all by itself.

2 MR. PEMBERTON: Well, then, I'll just -- can
3 I not just make it a part of one of the other parcels?

4 MR. HOLMES: You can dissolve that property
5 line.

6 MR. PEMBERTON. Fine.

7 MR. HOLMES: I see what you're saying.

8 MR. PEMBERTON: Yeah. I own all three of
9 them. So if I brought it in with another parcel, I couldn't
10 build a building there without doing a planned building
11 group, which I'm not trying to do. I don't want another
12 building on the south parcel.

13 (No sound.)

14 MR. PEMBERTON: No. I would leave it like it
15 is now and rezone the two north parcels, then come back
16 later and tie those two properties -- the south parcel to
17 one of the north parcels, that we rezone -- or not rezone
18 it, it would just make it part of the --

19 MR. WILLIAMS: Yeah, I think that's what
20 Greg's saying. If it's R-2, you may not be able to just put
21 a stand alone parking lot on it being a separate lot.

22 MR. PEMBERTON: I could build 15 townhomes on
23 that lot and put the parking lot --

24 MR. WILLIAMS: I mean, I like what you're
25 saying. I think we're going the right place. I don't want

1 to waste your time by doing something tonight that doesn't
2 allow you to do what you're ultimately trying to do.

3 I appreciate the fact that you're not going
4 to do any development on that third lot. You can use it as
5 a border between the residential so that's good.

6 Greg, run through it and get your thoughts if
7 we rezone the top two as a B-2 and then left the other one
8 as the R-2, is he able to do what he wants to do? Because I
9 like what he's trying to accomplish for the residents, but I
10 just want to make sure he gets -- we're not wasting his
11 time.

12 MR. HOLMES: I've never done that before, to
13 be honest with you, because R-2 is separate parcel and
14 dissolving that line.

15 You know, if it gives us a workable
16 solution, then we can probably come up with some type of
17 compromise on it.

18 But to answer your question, that's
19 uncharted territory. Typically when it's R-2 and it
20 stands alone, we usually allow parking for commercial
21 development because I got to see it as a separate entity all
22 by itself.

23 But to dissolve the line, I could probably
24 sit down and talk to Margaret a little bit more about it but
25 I like the direction that he's going.

1 MR. WILLIAMS: You're going to start
2 something and then later y'all come back. But if you're not
3 going to develop it, I don't think that's going to slow him
4 down any.

5 Commissioners, any questions on this?

6 I think what Mr. Pemberton is proposing to do
7 is helping. We just got to make sure with the two corner
8 pieces we're still okay with it, you know, infringing on the
9 residential property.

10 If you remember, not far to the east from
11 here is where we approved that Waffle House going in that
12 was kind of infringing on some residential property and
13 those things, too. And I think they ultimately worked well
14 together with fencing and that kind of stuff. And I like
15 Mr. Pemberton's approach tonight. I'm sure he'd be willing
16 to do whatever we need to to make sure that the quality of
17 life of the residents that have been there 23 years stays
18 intact.

19 So any other questions?

20 Hang on one second. Yes, ma'am.

21 MS. ADOLPH: It has been our intent and both
22 parties, it's been our intent for people as best we can --
23 and I appreciate what you are trying to do, and I appreciate
24 you coming, and I appreciate you speaking, but we want it to
25 be amicable for both parties as best we can.

1 We've got difficult decisions to make, but we
2 like parties to talk to each other. So even on the way out,
3 we're doing the best we can because he does have a right,
4 but we want people to get along. Okay?

5 MR. PEMBERTON: I just know my heart. I'm
6 not here to hurt anyone. Honestly, again, that south parcel
7 is the least of my concerns. I mean, I've drawn out to put
8 15 townhomes on there, and that might be what we do. And
9 we're allowed to do that by right on that parcel. It's
10 residential with 8000 square feet for the first unit and
11 1500 square feet for each additional. So I've already gone
12 and met with planning, and the city said, no, I can put
13 either 12 or 15 townhomes right there.

14 That's not in Phase 1. Really, all we're
15 working to do is on the two north parcels build a 7500
16 square foot building and a 10,000 square foot building, one
17 being Ace Hardware and one being a restaurant.

18 And you know, we're really the only ones doing
19 anything on Pass Road, trying to -- if you drive down there,
20 you'll see we're really trying to make it better for the
21 neighborhood and, you know, everyone.

22 MR. WILLIAMS: Okay.

23 (No sound.)

24 MR. PEMBERTON: On Pass Road, yeah.

25 (No sound.)

1 MR. PEMBERTON: Yeah. It will all be on that
2 northeast --

3 (No sound.)

4 MR. PEMBERTON: Yeah, absolutely.

5 And I want to work with the neighborhood on
6 the third. I mean, I'm not trying -- I'm not set in my way.
7 I'm open to discussion whatever works best for everybody.

8 MR. WILLIAMS: Right.

9 As always, Commissioners, I'll ask the
10 resident to come back up because she had a question. Highly
11 unusual for me to do that, but I like the fact that They've
12 got good conversation going back and forth.

13 Not only that, ma'am, I grew up on Red Oak,
14 and we used to have a heck of a sandlot baseball game right
15 there about where your house is. So anyway...

16 MS. STEELE: We have a big lot. The drains,
17 that's what I have to ask you about, the drain.

18 MR. WILLIAMS: Ask towards us, and then we'll
19 get him to come back up, I'm sorry.

20 MS. STEELE: It's a drain right there right
21 in that spot.

22 MR. WILLIAMS: You're worried about flooding
23 or with the drainage and everything?

24 MS. STEELE: Yes, it's right there. And
25 we're both concerned about that.

1 And then just for clarity, did he say that he
2 would not have an exit and an entrance on Red Oak?

3 MR. WILLIAMS: For clarity now, on the top
4 parcel that's on the corner of Pass Road and Red Oak, there
5 will be entrance and exit there as a secondary. But on the
6 third parcel that he's willing to leave it as residential
7 and make it just overflow parking, there will not be any
8 exits, so there will not be anybody exiting off of that
9 third parcel.

10 But from the second parcel or the parcel
11 that's on the northeast corner, there will be ingress and
12 egress to Red Oak.

13 MS. STEELE: So there won't be entering or
14 existing on that third parcel?

15 MR. WILLIAMS: No.

16 (Williams and Steele speaking at same time.)

17 MS. STEELE: In our neighborhood, we don't
18 have a fence in front of our house.

19 MR. WILLIAMS: Right.

20 MS. STEELE: So that's our concern, and also
21 that drainage. I didn't mention that earlier, but that's a
22 concern.

23 MR. WILLIAMS: Okay.

24 (No sound.)

25 MS. STEELE: And as you say, as he said, I

1 been there a long time, we've been there a long time, I'm
2 willing to work with them, also, you know. I'm the type of
3 person that want to get along and want everybody to be happy
4 in the neighborhood. People been there a long time. You
5 know, it's an old established neighborhood. A lot of the
6 people in the neighborhood, some of them are seniors, so...

7 MR. WILLIAMS: Thank you. Appreciate it.

8 Garlon, do you mind coming back up? I know
9 you've done plenty developments, and the drainage issue
10 she's talking about, can you give us an idea? And I also
11 want to mention that on the plan that was given to us,
12 between that third parcel and the residential properties
13 that are south of that on the same side of the street, I see
14 where there is a landscaping buffer that he's got on there.
15 So he was already thinking about making sure that he had a
16 good buffer. And he's got green space and sidewalk fronting
17 Red Oak. But at some point, he's going to come in and do
18 some, you know, plants and those things on there, too, as a
19 buffer. But let's address the drainage, if you would.

20 MR. PEMBERTON: That's a natural drain that
21 comes from the two north lots. It's not even -- the city
22 engineer doesn't even know where it goes. So what we're
23 going to have to do is we're digging it out a little bit
24 deeper. We're going to put filter fabric, limestone, half
25 culverts, another filter fabric, then limestone, red clay

1 and then pave over it so it will be basically a holding
2 ditch underneath the parking lot. And where it drains from
3 Pinkston's parking lot into that lot, it actually goes north
4 to the northeast corner and then goes all the way and dumps
5 out in Goose Point. But there is no fall from the drain at
6 Pinkston's to the Pass Road. It actually falls uphill. So
7 we're going to dig it out and get it draining properly
8 because it's draining backwards, and that's why it's holding
9 water.

10 MR. WILLIAMS: All right. Good deal. All
11 right. Thank you. Appreciate it.

12 MR. PEMBERTON: Thank you.

13 MR. WILLIAMS: When he was talking about all
14 that, Brandon was shaking his head, so they were talking the
15 same language. So, anyway, B.J., I know you understood
16 that, too.

17 All right. Any other questions for the
18 applicant? Any other questions for the staff? Or comments
19 from the commissioners? Or are we ready to go to a motion
20 on this one?

21 MR. SELLERS: Do we know the parcel number
22 for that lower piece? Or I just make a motion and say
23 excluding the lower piece?

24 MR. WILLIAMS: Or can we reference it as 1,
25 2, 3?

1 MR. HOLMES: I'm fine either way so we know
2 what you're talking about.

3 MR. WILLIAMS: Okay.

4 MR. SELLERS: I move we approve Case File
5 2007PC075 modified from the original request to not include
6 the south parcel of the three.

7 MR. WILLIAMS: All right. Do we have a
8 second?

9 (No sound.)

10 MR. WILLIAMS: We've got a motion and a
11 second. That's a good way of putting it, B.J. I think it's
12 very understandable. So I've got a motion modifying the
13 actual request to rezone the two northern parcels to B-2
14 leaving the south parcel as R-2.

15 And any further discussion by the
16 commissioners?

17 (Inaudible.)

18 MR. WILLIAMS: This is a motion to approve
19 with that modification. Thank you for the clarification.

20 So we've got a motion to modify the request
21 and asking for an approval with that modification, and
22 that's the way the second was done, as well.

23 All right. Any further discussion? All
24 right. All those in favor signify by saying aye. Any
25 opposed? All right. It's been approved. Thank you, and

1 thank you all for coming out and voicing your opinion.

2 Thank you. I appreciate it.

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BEFORE THE CITY OF GULFPORT PLANNING COMMISSION

2007PC075

COURT REPORTER'S CERTIFICATE

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

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

Witness my signature this the 25th day of August 2020.

NORMA JEAN LADNER SOROE, CSR #1297
Certified Shorthand Reporter

Councilmember _____ introduced and moved adoption of the following resolution:

RESOLUTION APPROVING THE BUDGET OF MEMORIAL HOSPITAL AT GULFPORT FOR ITS 2021 FISCAL YEAR

WHEREAS, the Board of Trustees of Memorial at Gulfport has filed its Budget for its fiscal year from October 1, 2020, to September 30, 2021, and requested approval of said Budget; and

WHEREAS, the Council of the City of Gulfport has reviewed the said Budget and finds that it should be approved;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, that the Budget of Memorial Hospital at Gulfport for the fiscal year 2021, a copy of which is on file with the City Clerk, be and it hereby is approved with the understanding that except as to funding previously authorized or authorized subsequent to this date by separate resolutions, funds for the Hospital's Budget shall not be provided by the City of Gulfport.

Councilmember _____ seconded the above and foregoing motion, and after discussion a vote of the members present was taken with the following results:

Councilman Kenneth L. Casey, Sr. voted:	_____
Councilman Robert "R.Lee" Flowers voted:	_____
Councilwoman Ella Holmes-Hines voted:	_____
Councilwoman Cara L. Pucheu voted:	_____
Councilman Ron Roland voted:	_____
Councilman Myles Sharp voted:	_____
Councilman F.B. "Rusty" Walker, IV voted:	_____

The President declared the motion carried and the resolution adopted this the ____ day of September, 2020.

SEAL:

ADOPTED:

ATTEST:

Clerk of Council

President

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

APPROVED:

Mayor

Memorial Hospital at Gulfport

BUDGET
FISCAL YEAR 2021



SERVICE DISTRIBUTION MAP



SERVICE DISTRIBUTION MAP – CLINIC MAP KEY

1	Southern Coast Family Medicine.....	Gulfport	50	Plastic Surgery.....	Biloxi	101	Neuroradiology.....	Gulfport
2	Family Medicine Clinic	Gulfport	51	Medical Oncology [Hematology Oncology Partners].....	Gulfport	102	Occupational Medicine	Gulfport
3	The Clinic at Walmart.....	Gulfport	51	Medical Oncology [The Medical Oncology Group].....	Gulfport	103	Medical Oncology [Hematology Oncology Partners].....	Bay St. Louis
4	MPC Walk-In Clinic at Tradition.....	Biloxi	52	Infusion Clinic	Gulfport	104	Outpatient Surgery Center.....	Gulfport
5	Family Practice at Medical Park.....	Biloxi	53	Medical Oncology [Hematology Oncology Partners].....	Biloxi	105	Endocrinology.....	Biloxi
6	Hancock Family Practice.....	Diamondhead	54	Infusion Clinic [Popp's Ferry].....	Biloxi	106	Endocrinology.....	Diamondhead
7	Memorial Walk-In Clinic.....	Biloxi	55	Radiation Oncology	Gulfport	107	Endocrinology.....	Ocean Springs
8	Family Medicine [Acadian].....	Gulfport	56	Orthopedic Surgery [CTS/Weitzer].....	Biloxi	108	Endocrinology.....	Biloxi
8	Walk-In Clinic [Acadian].....	Gulfport	57	Neurology.....	Biloxi	109	Primary Care Clinic.....	Pascagoula
9	Diamondhead Family Medicine.....	Diamondhead	58	Medical Oncology [Hematology Oncology Partners].....	Biloxi	109	Pascagoula Walk-In Clinic.....	Pascagoula
9	Diamondhead Walk-In Clinic.....	Diamondhead	59	Orthopedic Surgery	Pascagoula	109	Memorial Internal Medicine	Pascagoula
10	Beatline Medical Walk-In Clinic	Long Beach	60	Orthopedic Trauma	Gulfport	110	Orange Grove Medical Specialties.....	Gulfport
11	Cedar Lake Family Medicine	Biloxi	61	The Crossings at Vidalia	Pass Christian	111	General Surgery.....	Biloxi
11	Cedar Lake Walk-In Clinic	Biloxi	62	Memorial Physician Clinics at Cedar Lake.....	Biloxi	112	Memorial Woodland Village Nursing Center.....	Diamondhead
11	Memorial Internal Medicine at Cedar Lake.....	Biloxi	63	Pain Management	Biloxi	113	South Mississippi Nephrology.....	Biloxi
12	Broad Avenue Internal Medicine.....	Gulfport	64	Coast Urology Center.....	Diamondhead	114	Neurosurgery	Biloxi
13	Walk-In Clinic at Bridgewater.....	Gulfport	65	Outpatient Physical & Occupational Therapy	Diamondhead	115	Coast Heart Institute	Gulfport
14	Family Medicine Walk-In Clinic [So Coast].....	Gulfport	66	Outpatient Physical & Occupational Therapy	Biloxi	116	General Surgery/Breast Surgery	Gulfport
15	Family Medicine [Saylor].....	Bay St. Louis	67	Medical Oncology [The Medical Oncology Group].....	Ocean Springs	117	Pain Management/Physical Medicine	Biloxi
15	Walk-In Clinic	Bay St. Louis	68	Medical Oncology [The Medical Oncology Group].....	Biloxi	118	Coast Urology Center.....	Biloxi
16	Beatline Medical Clinic.....	Long Beach	69	Medical Oncology [The Medical Oncology Group].....	Gulfport	119	Vascular Surgery Consultants.....	Biloxi
17	Pass Road Internal Medicine.....	Biloxi	70	Gulf Coast Pulmonary Consultants [Community Road].....	Gulfport	120	Vascular Surgery Consultants.....	Diamondhead
18	Internal Medicine [Acadian].....	Gulfport	71	Rheumatology	Gulfport	121	Medical Oncology [The Medical Oncology Group].....	Diamondhead
19	Magnolia Grove Healthcare Walk-In Clinic	Gulfport	72	Coast Urology Center.....	Gulfport	122	Coast Cardiovascular Associates.....	Diamondhead
19	Magnolia Grove Healthcare Internal Medicine	Gulfport	73	Coast Urology Center [Community Road].....	Gulfport	123	Medical Oncology [The Medical Oncology Group].....	Bay St. Louis
20	South Coast Internists.....	Gulfport	74	Coast Urology Center [Popp's Ferry].....	Biloxi	124	Coast Heart Institute.....	Diamondhead
21	Internal Medicine [Thames].....	Bay St. Louis	75	Pain Management/Physical Medicine	Gulfport	125	Cardiology	Gulfport
22	Internal Medicine [Drinkwater].....	Bay St. Louis	76	Vascular Surgery Consultants.....	Gulfport	126	Memorial Surgery Center Ocean Springs	Ocean Springs
23	Internal Medicine [Broad Ave].....	Gulfport	77	Woundcare / HBO Therapy	Gulfport	127	MPC Digestive Health Center Ocean Springs.....	Ocean Springs
24	Occupational Medicine	Moss Point	78	Pulmonary Interventional Clinic	Gulfport	128	MPC Digestive Health Multi-Specialty Clinic	Ocean Springs
25	Occupational Medicine	Biloxi	79	Escalante Family Practice	Moss Point	129	MPC Digestive Health Pascagoula.....	Pascagoula
26	Cardiology	Gulfport	79	Escalante Walk-In Clinic	Moss Point	130	MPC Digestive Health Gulfport.....	Gulfport
28	The Children's Clinic (Reeves)	Long Beach	80	Cardiac Electrophysiology	Bay St. Louis	131	MPC Digestive Health Biloxi	Biloxi
29	Memorial Bruni Pediatric Clinic	Gulfport	81	Family Practice Ocean Springs	Ocean Springs	131	Gastroenterology	Biloxi
30	Allergy & Immunology Clinic [Acadian]	Gulfport	81	Walk-In Clinic Ocean Springs.....	Ocean Springs	132	Memorial Driftwood Nursing Center.....	Gulfport
31	Cardiothoracic Surgery	Gulfport	82	St. Martin Family Medicine	Biloxi	133	Orthopedics.....	Diamondhead
32	Endocrinology.....	Gulfport	83	Orthopedics.....	Biloxi	134	South Mississippi Nephrology.....	Diamondhead
33	Gastroenterology	Gulfport	84	Orthopedics.....	Pass Christian	135	Coast Heart Institute	Bay St. Louis
33	Gastroenterology [Popp's Ferry].....	Biloxi	85	Bridgewater Family Medicine.....	Gulfport	136	Memorial Gulfport Surgery Clinic.....	Gulfport
35	Gastroenterology	Diamondhead	86	Coast Cardiovascular Associates.....	Gulfport	137	Endocrinology.....	Bay St. Louis
36	General Surgery	Gulfport	87	Coast Cardiovascular Associates.....	Biloxi	138	Memorial Stone County Medical Center.....	Wiggins
37	Memorial Ocean Springs Primary Care.....	Ocean Springs	88	Coast Cardiovascular Associates	Gulfport	139	Memorial Stone County Rehabilitation & Nursing Center.....	Wiggins
38	Hospitalists.....	Gulfport	89	Cardiology	Diamondhead	140	Coast-Heart Institute.....	Ocean Springs
39	Cardiology	Biloxi	90	Coast Heart Institute	Gulfport	141	General Surgery/Breast Surgery.....	Ocean Springs
40	Infectious Disease	Gulfport	91	Cardiac Electrophysiology	Gulfport	142	Coast Urology Center—(noton gm.com).....	Ocean Springs
41	Intensivists.....	Gulfport	92	General Surgery	Bay St. Louis	144	Coast Cardiology Center.....	Gulfport
42	Infusion Clinic	Biloxi	93	Neurology.....	Gulfport	145	Coast Cardiology Center.....	Gulfport
43	Gastroenterology	Pascagoula	94	Neurology	Bay St. Louis	146	Coast Cardiology Center.....	Bay St. Louis
44	Coast Heart Institute	Gulfport	95	Neurology.....	Long Beach	147	Endocrinology.....	Biloxi
45	Neurology.....	Gulfport	96	Neurology.....	Biloxi	148	Memorial Surgery Center Ocean Springs.....	Ocean Springs
46	Neurology [Popp's Ferry].....	Biloxi	97	Neurology.....	Ocean Springs	149	MPC Gastroenterology Center.....	Gulfport
47	Neurology.....	Diamondhead	98	Neurology.....	Gulfport	150	MPC Pascagoula Internal Medicine	Pascagoula
48	Neurosurgery	Gulfport	99	South Mississippi Nephrology.....	Gulfport	151	Coast Cardiovascular Associates	Bay St. Louis
49	Neurosurgery [Popp's Ferry].....	Biloxi	100	Neurosurgery	Biloxi	152	Memorial Surgery Center at Cedar Lake	Biloxi

MILESTONES**2019**

- Surgery Center at Cedar Lake is now associated with Memorial Hospital, offering Memorial patients three outpatient surgery locations for their procedures.
- Memorial announced a new partnership with American Medical Response (AMR) to provide emergency response ambulance services in the Stone County area.
- Nov. 1, Stone County Hospital became part of Memorial and operates as Memorial Hospital at Stone County, located at 1434 E. Central Avenue, Wiggins, MS. The hospital will offer a range of services including emergency services, diagnostic imaging, and other specialties.
- Memorial also began operating Driftwood Nursing Center, Woodland Village Nursing Center, Stone County Nursing & Rehabilitation Center and Stone County Medical Clinic.
- Memorial began offering specialty pharmacy services to enhance care for patients who require complex and expensive medications. Memorial's Specialty Pharmacy Program is a partnership with Trellis Rx, a technology-enabled specialty pharmacy services provider.
- Dec. 1, Memorial Hospital and PT Solutions Physical Therapy entered a partnership. Memorial now offers patients four locations for physical therapy.
 - 900 Holcomb Boulevard, Ocean Springs
 - 12449 US Highway 49, Suite C, Gulfport
 - 175 Main Street, Biloxi
 - 2781 C.T. Switzer Drive, Suite 404, Biloxi
- PT Solutions Physical Therapy is a physical therapist-owned private practice with points of service across the United States. Therapists strive to serve their clients using research-driven treatments to provide relief and restoration of their normal life. The clinical staff will continue to include physical therapists, occupational therapists, speech-language pathologists and athletic trainers.

MILESTONES

2020

- President and CEO Kent Nicaud was honored by Mississippi Business Journal as a Top CEO in Mississippi for 2020 on January 30, 2020. Top CEO selection criteria included demonstrating excellence in their field, helping their companies achieve strong growth and success, and having made a profound impact on their company and community.
- The Joint Commission completed an on-site review of the quality and safety of care provided at Memorial Hospital at Stone County on Jan 30-31. As a result, The Joint Commission surveyors confirmed Memorial Hospital at Stone County, as an extension of Memorial Hospital at Gulfport, has been approved to participate in Medicare and Medicaid.
- On Feb. 12, Memorial participated in a simulated active shooter incident occurring at the Naval Construction Battalion Center in Gulfport, giving employees a chance to practice their preparedness in the event of an actual disaster. Memorial has implemented emergency preparedness procedures and are preparing to receive patients with minor to severe injuries, in addition to casualties.
- Marketing & Communications Department was recognized by the 2019 Cardiovascular Advertising Awards (CVAA) program. CVAA is the nation's premier advertising awards program that exclusively recognizes outstanding quality for healthcare marketing in the cardiac and vascular sectors. The advertising TV/video campaign, "My Heart My Love" was produced for Memorial Heart Services. Memorial and Transmedia were recognized with a silver award and placed among the top 12% in the nation.
- Select Specialty Hospital, located at 1520 Broad Avenue, will occupy 36 private patient rooms at the main campus. Select Specialty Hospital provides long-term acute care, specializing in chronically, critically ill and post-ICU patients. Plans are currently under way to prepare 3CD, Main Tower. As we work to support a Hospital in Hospital (HIH) model, we will assist in making this a smooth transition for patients and staff. No exact date of the move, but the transition is expected to be Q1 FY2021.
- Mar 5 – Memorial held a job fair for clinical job seekers at Memorial Hospital at Stone County, Wiggins. Positions were available at Memorial Hospital at Stone County, Memorial Stone County Medical Center, and Memorial Stone County Nursing & Rehab Center.
- Attendees were offered to visit with Leadership Team and meet the Recruitment Team.
- COVID19: March 13 – Memorial implements Inpatient Visitor Screening Process.
 March 17 – Memorial reports two confirmed cases of COVID19.
 March 19 – Memorial closes onsite operations to the public.
 March 23 – Updated Memorial Clinic Testing Locations
 COVID19:
 April 9 – Memorial provides temporary location for COVID19 Screening and Testing Clinic.
 April 14 – Memorial provides temporary location in Biloxi and COVID19 Screening and Testing.
 April 20 – Memorial provides additional temporary locations for COVID19 Screening and Testing.
 April 22 – Memorial COVID19 screening and testing site rescheduled.
 April 27 – Memorial provides location in Woolmarket for COVID19 Screening and Testing Clinic.
 April 30 – Memorial COVID19 Clinic Hotline established for locations and hours.

MILESTONES

2020

- COVID19: May 4 – COVID19 Screening and Testing Site established in Pass Christian.
July 21 – Memorial COVID19 Screening and Testing Site established at Isiah Fredericks Community Center.
July 28 – Memorial COVID19 Screening and Testing Site Lyman Community Center.
July 30 – Memorial provides location in Woolmarket for COVID19 Screening and Testing Clinic.
August 5 – COVID19 Screening and Testing in Biloxi.
August 13 – COVID19 Screening and Testing in D'Iberville.
May 29 – Memorial hosted Live-Stream Tribute Concert for healthcare workers for COVID efforts.
- Biloxi Sun Herald: Singing River plans to buy Garden Park Hospital in Gulfport.
- WLOX: Jackson County Supervisor opposes adding Gulfport Hospital to Singing River Family.
- July 15 – Memorial officially designated a Baby-Friendly Hospital.
- Memorial has received the American Heart Association/American Stroke Association's "Get With The Guidelines – Stroke Gold Plus" Quality Achievement Award.
- Added physician clinics: Cardiology, Family Practice, Oncology, OBGYN, Orthopedics, and Otolaryngology.

FY2020 RECAP (in Millions)

	<u>Projection</u>
Operating Revenues	\$610
Operating Expenses	\$639
Capex	\$18
CARES ACT & Other COVID-19 Funding	\$118
Employees and Contract Labor	4,993

Key Factors & Initiatives:

- COVID-19
- CARES ACT
- Stone County Hospital
- Long-term Care
- Medicare Governmental Regulatory Changes
- Surgery Center Growth
- Workforce Challenges
- Primary Service Area Realignment

FY2021 And Beyond (in Millions)

Operating Revenues \$687 (↑ \$77M)

Operating Expenses \$683 (↑ \$44M)

Capex \$18

Employees and Contract Labor 5,290

Key Factors & Initiatives:

- COVID19 Economic Recovery
- Medicare Advance Repayment \$70M
- Payroll Tax Repayment \$5.5M
- GME Program
- Gulf South Surgery
- Medicaid Supplemental Payments – Stable Outlook
- Medicaid Provider Tax Increase – Stable Outlook
- Medicare Governmental Regulatory Changes – Volatile Outlook
- 340B Drug Program – Volatile Outlook – Under Attack Legislatively
- Payor Pressures – Governmental and Wall Street

FY2021 Budget Summary

	<u>PROJ 2020</u>	<u>BUDGET 2021</u>
Total Operating Revenue	610,006,856	687,055,046
Operating Expenses		
Salaries & Wages	277,128,071	288,069,277
Benefits	41,655,017	42,736,422
Contract Labor	2,281,933	1,399,896
Professional Fees	8,816,304	9,664,845
Purchased Services	70,885,941	82,210,595
Drugs	74,433,865	85,658,893
Medical Supplies	59,668,186	62,448,551
Other Supplies	12,926,433	13,095,640
Lease and Rental	19,596,753	22,497,903
Maintenance and Repairs	18,387,241	21,288,502
Utilities	6,389,513	6,759,253
Depreciation & Amortization	22,003,610	21,211,336
Insurance	5,161,196	5,123,696
Interest	1,346,368	1,319,362
Other Expenses	18,630,408	19,647,720
Total Operating Expense	639,310,839	683,131,890
Operating Surplus (Deficit)	(29,303,983)	3,923,156
MHG	30,920,740	5,226,608
Foundation	112,092	124,644
Net Income (Loss)	1,728,849	9,274,408

FY2021 Budget – Proposed Capital**Master Plan: \$11,045,349**

AHU-5 Replacement	\$1,655,745
NM Gamma Camera	\$1,150,621
Mako Ortho Robot	\$1,100,000
Rosa Ortho Robot	\$798,153
Hardware Device Refresh	\$767,000
OBS Unit Build-out	\$750,000
Defibrillators	\$577,406
MSCH HVAC Upgrade	\$495,000
Wireless Upgrade	\$450,000
Bedside Mobile Cart Refresh (COWS)	\$442,043
Cysto Table	\$390,000
Roofs 45a, 37a, 38	\$370,000
Storage Backup	\$350,000
MRI Replacement for Open MRI Unit	\$349,000
Chilled Water System Pump/Pipe Upgrade	\$300,000
Storage Replacement For Images	\$300,000
NM Gamma Camera –Cardiac	\$284,151
C-Arm Mobile Fluoroscopy Machine	\$266,220
Tube Station Upgrade	\$250,000

Routine Capital Budget: \$7,000,000**TOTAL CAPEX: \$18,045,349**

FY2021 Budget – Utilization Statistics

	ACTUAL FY 2016	ACTUAL FY 2017	ACTUAL FY 2018	ACTUAL FY 2019	PROJ FY 2020	BUDGET FY2021
Average Beds in Use (Excluding Newborns)	349	299	281	281	281	281
% Occupancy (of Beds in Use, Excluding Newborns)	71.9%	80.2%	69.6%	71.1%	66.8%	72.0%
Admissions (Excluding Newborns, MBH, Rehab)	16,583	16,601	15,214	15,179	15,257	16,072
Behavioral Health	1,277	1,275	285	0	0	0
Intermediate/Intensive	7,092	7,188	7,360	7,193	6,955	7,306
Pediatric	443	410	373	360	350	361
Rehabilitation	689	257	0	0	0	0
Neonatal Intensive Care	314	188	226	199	197	202
Routine	6,768	7,283	6,970	7,427	7,755	8,203
Patient Days (Excluding Newborns)	91,601	87,496	71,362	72,934	68,465	73,850
Behavioral Health	8,463	8,624	2,002	0	0	0
Intermediate/Intensive	38,410	37,832	26,593	35,072	32,885	35,309
Pediatric	1,118	1,015	856	1,209	1,269	1,300
Rehabilitation	8,361	3,170	0	0	0	0
Neonatal Intensive Care	4,436	3,849	4,701	4,303	3,881	4,154
Routine	30,813	33,006	37,210	32,350	30,429	33,086
Average Length of Stay (Excluding Newborns)	5.5	5.3	4.7	4.8	4.5	4.6
Behavioral Health	6.6	6.8	7.0	0	0	0
Intermediate/Intensive	5.4	5.3	3.6	4.9	4.7	4.8
Pediatric	2.5	2.5	2.3	3.4	3.6	3.6
Rehabilitation	12.1	12.3	0	0	0	0
Neonatal Intensive Care	14.1	20.5	20.8	21.6	19.7	20.6
Routine	4.6	4.5	5.3	4.4	3.9	4.0
Outpatient Visits	188,326	192,629	208,411	217,200	226,013	249,530
Emergency Visits -Main	75,147	71,854	65,747	64,919	63,754	64,046
Emergency Visits -Stone County					7,956	7,992
Other Outpatient Visits	113,179	120,775	142,664	152,281	154,304	177,492
Physician Clinic Visits	443,140	449,510	479,958	585,520	673,348	679,778
Full-Time Equivalents (Excludes Contract Personnel)	3,145	3,243	3,012	3,125	3,730	3,910

FY2021 Budget – FTE Additions

Physician Clinic	53
Gulf South Surgery Center	42
Patient Care and Quality	40
Stone County and Affiliates	18
Hospital Infrastructure	13
RN Interns	12
Patient Access	10
Service Line Expansion	9
Nursing Homes	7
Pharmacy Resident	6
Employee Wellness Center	5
ER Physicians	4
Post Acute Care Providers	4
OP Specialty Pharmacy	3
Telehealth Providers	3
Graduate Medical Education	<u>3</u>
Total:	232

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 FORMALLY TO ACCEPT ASSISTANCE OF THE HARRISON COUNTY BOARD OF SUPERVISORS WITH RESPECT TO PAVING IMPROVEMENTS ON VARIOUS STREETS IN THE CITY OF GULFPORT, MISSISSIPPI, TO SEEK APPROVAL FOR SAID ASSISTANCE (PAVING IMPROVEMENTS) BY THE BOARD OF SUPERVISORS, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, Mississippi, is located entirely within the geographic boundaries of Harrison County, Mississippi; and

WHEREAS, real and personal properties located within the city limits of the City of Gulfport, Mississippi, are subject to the taxing authority of Harrison County, Mississippi, in addition to the taxing authority of the City of Gulfport; and,

WHEREAS, from time to time, members of the Harrison County Board of Supervisors offer to provide paving improvements/right of way resurfacing within the city limits of the City of Gulfport; and

WHEREAS, the City of Gulfport has identified the resurfacing/overlaying of those public rights of way located in the City of Gulfport and specified in Exhibit A hereto as a paving improvement projects that may be undertaken by Harrison County for the benefit of the citizens of the City of Gulfport and would request approval of said paving improvement projects pursuant to the Interlocal concerning the same between the City of Gulfport, Mississippi, and the Harrison County Board of Supervisors.

WHEREAS, the City of Gulfport has identified and accepted the County's offer of assistance as to the paving/resurfacing of those public rights of way located in the City of

Gulfport and specified in Exhibit A which work includes, but is not limited to, labor and the purchase of materials, with respect to the paving improvement projects identified elsewhere herein with a total estimated cost of approximately \$991,506.80.

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 of the City of Gulfport does hereby officially accept the Harrison County Board of Supervisors offer of assistance with respect to those certain paving improvement projects identified in the preamble hereto (various right of way resurfacings), and, further, the City of Gulfport does hereby request approval of the work/assistance outlined herein at a value of up to approximately \$991,506.80 for the materials and labor associated with the work identified in the preamble hereto.

SECTION 3. That this Resolution shall be in effect according to law, and shall be spread upon the minutes of the Gulfport City Council and a copy hereof shall be provided to the Harrison County Board of Supervisors for consideration on the next available agenda.

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

P.O. BOX 995
Gulfport Mississippi 39502
Certificate of responsibility # 05188

FAX:
(228) 868-8878

Date 09/01/20

Attn: Fezell Magee

Proposal for: Asphalt Paving

[illegible]

All of the above work shall be completed in a substantial and workmanlike manner. Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned above. All agreements must be made in writing.

Respectfully Submitted

Accepted By: _____

Date: _____

Ronald T. Parker
LAND SHAPER, INC

P.O. BOX 995
Gulfport, Mississippi 39502
Certificate of responsibility # 05188

FAX
(228) 868-8878

Date: 09/01/20

Attn: Fezell Magee

Proposal for: Asphalt Paving

Land Shaper proposes to furnish all materials and perform all labor necessary to complete the work as follows: Paving Baker Street starting at 5th street and ending at 3rd street

[illegible]

Bid good for 30 days

All of the above work shall be completed in a substantial and workmanlike manner. Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned above. All agreements must be made in writing.

Respectfully Submitted,

Ronald T. Parker
LAND SHAPER, INC

Accepted By: _____

Date: _____

P.O. BOX 995
Gulfport Mississippi 39502
Certificate of responsibility # 05188

FAX
(228) 868-8878

Date 09/03/21

Attn: Fezell Magee

Land Shaper proposes to furnish all materials and perform all labor necessary to complete the work as follows: Start at 44th Ave, paving 14th Street end at 42 Ave - Area 20 by 637

Bid good for 30 days

Respectfully Submitted

Accepted By: _____

Date: _____

Date: _____

P.O. BOX 995
Gulfport Mississippi 39502
Certificate of responsibility # 05188

FAX
(228) 868-8878

Date 09/01/20

Attn: Fezell Magee

Land Shaper proposes to furnish all materials and perform all labor necessary to complete the work as follows: Paving Connie street, starting at Darby Street and ending at Dare Street.

All of the above work shall be completed in a substantial and workmanlike manner. Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned above. All agreements must be made in writing.

Accepted By: _____

Date: _____

TELEPHONE
(228)-863-8996

P.O. BOX 995
Gulfport Mississippi 39502
Certificate of responsibility # 05188

FAX
(228) 868-8878

Date 09/01/20

Attn: Fezeil Magee

Proposal for: Cold Milling

Land Shaper proposes to furnish all materials and perform all labor necessary to complete the work as follows: Milling Connie street, starting at Darby Street and ending at Dare Street

[illegible]

Bid good for 30 days

All of the above work shall be completed in a substantial and workmanlike manner. Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned above. All agreements must be made in writing.

Respectfully Submitted

Ronald T. Parker
LAND SHAPER, INC

Accepted By: _____

Date: _____

P.O. BOX 995
Gulfport Mississippi 39502
Certificate of responsibility # 05188

FAX
(228) 868-8878

Date: 08/28/20

Attn: Fezell Magee

Proposal for: Asphalt paving

Land Shaper proposes to furnish all materials and perform all labor necessary to complete the work as follows: Start at Dedeaux paving Sweet Gum and end of Birch Drive - 24 by 250

[illegible]

Bid good for 30 days

All of the above work shall be completed in a substantial and workmanlike manner. Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned above. All agreements must be made in writing.

Respectfully Submitted

Accepted By: _____

Date: _____

Ronald T. Parker
LAND SHAPER, INC

TELEPHONE
(228)-863-8996

FAX:
(228) 868-8878

Date 08/28/20

Attn: Fezell MaMagee

Land Shaper proposes to furnish all materials and perform all labor necessary to complete the work as follows: Start at Dedeaux milling Sweet Gum and end of Birch Drive - 24 by 250

Bid good for 30 days

Respectfully Submitted

Accepted By: _____

Date: _____

P.O. BOX 995
Gulfport Mississippi 39502
Certificate of responsibility #05188

FAX
(228) 868-8878

Date 08/28/20

Attn: Fezell Magee

Land Shaper proposes to furnish all materials and perform all labor necessary to complete the work as follows: **Start at East Birch Drive , paving Hemlock Drive and ending at Magnolia State Area 24 by 2438.**

All of the above work shall be completed in a substantial and workmanlike manner. Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned above. All agreements must be made in writing

Accepted By: _____

Date: _____

P.O. BOX 995
Gulfport Mississippi 39502
Certificate of responsibility # 05188

FAX
(228) 868-8878

Date 08/28/20

Attn: Fezell Magee

Proposal for: Asphalt Milling

Land Shaper proposes to furnish all materials and perform all labor necessary to complete the work as follows: **Start at East Birch Drive , Milling Hemlock Drive and ending at Magnolia State Area 24 by 2438**

Item #	Description	Unit	Quantity	Unit Price	Total
1	Milling existing asphalt	SQYD	2708	\$4.50	\$12,186.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
		Sub Total			\$12,186.00
		Tax			\$0.00
		Grand Total			\$12,186.00

All of the above work shall be completed in a substantial and workmanlike manner. Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned above. All agreements must be made in writing.

Accepted By: _____

Date: _____

Ronald T. Parker
LAND SHAPER, INC

TELEPHONE
(228)-863-8996

P.O. BOX 995
Gulfport Mississippi 39502
Certificate of responsibility # 05188

FAX
(228) 868-8878.

PROPOSAL # A20-CR-A1

Date 08/28/20

To: Harrison County

Attn: Fezell Magee

Proposal for: Asphalt paving

Land Shaper proposes to furnish all materials and perform all labor necessary to complete the work as follows: **Start at Klein Rd, paving Olivet Drive to Lavelle Dr 24 by 1786**

[illegible]

All of the above work shall be completed in a substantial and workmanlike manner. Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned above. All agreements must be made in writing.

Respectfully Submitted

Accepted By: _____

Ronald T. Parker
LAND SHAPER, INC

Date: _____

LAND SHAPER INC.

TELEPHONE
(228)-863-8996

P.O. BOX 995
Gulfport Mississippi 39502
Certificate of responsibility # 05188

FAX
(228) 868-8878

PROPOSAL # A20-CR-A51

Date 08/28/20

To: Harrison County

Attn: Fezell Magee

Proposal for: Asphalt Milling

Land Shaper proposes to furnish all materials and perform all labor necessary to complete the work as follows: **Start at Klein Rd, Olivet Drive to Lavelle Dr 24 by 1786**

Item #	Description	Unit	Quantity	Unit Price	Total
1	Milf existing asphalt	SQYD	1987	\$4.50	\$8,941.50
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
			Sub Total		\$8,941.50
Bid good for 30-days			Tax		\$0.00
			Grand Total		\$8,941.50

All of the above work shall be completed in a substantial and workmanlike manner. Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned above. All agreements must be made in writing.

Respectfully Submitted

Accepted By: _____

Ronald T. Parker
LAND SHAPER, INC

Date: _____

Ronald T. Parker
LAND SHAPER, INC

P.O. BOX 995
Gulfport Mississippi 39502
Certificate of responsibility # 05188

FAX
(228) 868-8878

Date: 09/01/20

Attn: Fezell Magee

Proposal for: Cold Milling

Land Shaper proposes to furnish all materials and perform all labor necessary to complete the work as follows: Milling 15th street start at 30th Ave and ending at Broad Ave

Bid good for 30 days

All of the above work shall be completed in a substantial and workmanlike manner. Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned above. All agreements must be made in writing.

Accepted By: _____

Date: _____

P.O. BOX 995
Gulfport Mississippi 39502
Certificate of responsibility # 05188

FAX
(228) 868-8878

Date 09/01/20

Attn: Fezell Magee

Proposal for: Asphalt Paving

Land Shaper proposes to furnish all materials and perform all labor necessary to complete the work as follows: Paving MLK and 34th Ave, Starting at Tennessee Ave and ending at 28th St

[illegible]

Bid good for 30 days

All of the above work shall be completed in a substantial and workmanlike manner. Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned above. All agreements must be made in writing

Respectfully Submitted

Accepted By: _____

Date: _____

Ronald F. Parker
LAND SHAPER, INC.

LAND SHAPER INC.

TELEPHONE
(228)-863-8996

P.O. BOX 995
Gulfport Mississippi 39502
Certificate of responsibility # 05188

FAX:
(228) 868-8878

PROPOSAL # A20-CX-A51

Date 09/01/20

To: Harrison County

Attn: Fezell Magee

Proposal for: Cold Milling

Land Shaper proposes to furnish all materials and perform all labor necessary to complete the work as follows: Milling MLK and 34th Ave, Starting at Tennesse Ave and ending at 28th St

[illegible]

All of the above work shall be completed in a substantial and workmanlike manner. Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned above. All agreements must be made in writing.

Respectfully Submitted

Accepted By: _____

Ronald T. Parker
LAND SHAPER, INC

Date: _____

P.O. BOX 995
Gulfport Mississippi 39502
Certificate of responsibility # 05188

FAX:
(228) 868-8878

Date 09/14/20

Attn: Fezell Magee

Land Shaper proposes to furnish all materials and perform all labor necessary to complete the work as follows: **Paving the Intersection at Pass Road and 33rd Ave**

Bid good for 30 days

Respectfully Submitted

Accepted By: _____

Date: _____

Ronald T Parker
LAND SHAPER, INC

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 CITY OF GULFPORT AND
MISSISSIPPI GULF COAST COMMUNITY COLLEGE, FOR TRAINING SERVICES
FOR EMPLOYEES OF THE CITY OF GULFPORT, TO AUTHORIZE THE
EXECUTION OF THE SAME BY THE MAYOR AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport has identified a need for continued employee training to provide its employees with enhanced change management skills training to assist with developing employees to handle effectively the challenges of a changing work environment, and has determined that it is in the best interest of the City to utilize the services of the Mississippi Gulf Coast Community College to provide these training services as more fully set forth in the Workforce Development Training Agreement, attached hereto as Exhibit A; and

WHEREAS, Mississippi Gulf Coast Community College was selected to provide employee training programs and reimbursement for specific training classes, and

WHEREAS, a proposed WORKFORCE DEVELOPMENT TRAINING AGREEMENT, is attached hereto for review as Exhibit "A" hereto and is recommended for approval as being 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 the WORKFORCE DEVELOPMENT TRAINING AGREEMENT by and between the City of Gulfport and the Mississippi Gulf Coast Community College, be and it

is hereby approved in the same 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

WORKFORCE DEVELOPMENT TRAINING AGREEMENT

THE FOLLOWING WORKFORCE DEVELOPMENT TRAINING AGREEMENT BETWEEN CITY OF GULFPORT FIRE DEPARTMENT, MISSISSIPPI GULF COAST COMMUNITY COLLEGE (MGCCC), AND THE MISSISSIPPI COMMUNITY COLLEGE BOARD (MCCB), REFLECTS A CLEAR AND CONCISE UNDERSTANDING OF THE NEED FOR TRAINING ASSISTANCE FOR THE COMPANY, THE INTENT OF THIS TRAINING PROGRAM, HOW THIS PROGRAM WILL BE ACCOMPLISHED, AND THE RESPONSIBILITIES OF EACH PARTY FOR THE DEVELOPMENT AND IMPLEMENTATION OF THIS TRAINING PROGRAM.

A. JUSTIFICATION AND TRAINING NEEDS:

The City of Gulfport Fire Department has requested training services from Mississippi Gulf Coast Community College and the Mississippi Community College Board. The leadership of the City of Gulfport Fire Department has identified a need for upgrade training to provide their employees with fire safety training. This training will meet the organizational goal of developing employees to effectively handle the challenges of a changing work environment and to provide advanced skills for city employees.

B. COMPANY PROFILE AND TRAINING OBJECTIVES:

Incorporated in 1898, Gulfport has grown into the second largest city in Mississippi with a population in excess of 70,000. Strategically located in the Gulf, it is home to the Mississippi State Port, The Gulfport Harbor and 6.7 miles of white sand beaches.

From its simple, humble beginnings as a lumber and port city, Gulfport has evolved into a diversified community. Gulfport is a city of progress and one of the fastest growing areas in the state with a great economic mix of manufacturing, retail trade, businesses, tourism and federal installations.

The City of Gulfport has requested a partnership with MGCCC and the MCCB to offer change management training sessions to meet their training needs. These classes include the following:

EMT

July 21, 2020 to September 17, 2020.

136 Hour class @ \$29.56 = \$4020.16

136 Hour class @ \$27.55 = \$3746.80

Driver Operator

November 30 to December 11, 2020

80 Hour class @ \$29.56 = \$2364.80

80 Hour class @ \$27.55 = \$2204.00

Any modifications to this agreement will require:

1. A modification narrative explaining the rationale for the modification. This narrative document must be signed by the company representative approving any increase or decrease in funding and approved by the appropriate college representative.
2. A college budget showing the addition or subtraction of funds.

C. THE COMPANY WILL:

1. Request reimbursement for the agreed upon training hours from MGCCC at least every 60 days to allow the college to request training reimbursement from the MCCB.
2. Be in compliance with E-Verify as specified in the Mississippi Employment Protection Act.
3. Allow Eric Valles to provide for direct supervision, coordination, and implementation requirements for the training program as described in this agreement.
4. Provide information as requested by the State of Mississippi to document training efforts and results including the:
 - a. State Unemployment Tax Identification number (64-74-0087X)
 - b. Federal Tax Identification number 69-0650217)
5. Select and schedule trainees from the appropriate departments.
6. Meet MCCB requirements for funding and furnish the college with appropriate training documentation including but not limited to:
 - a. Completed college registration forms which includes social security numbers,
 - b. Daily sign in sheets showing attendance, and
 - c. Student evaluations of instruction.
7. Provide a minimum class size of five (5) Mississippi residents in good financial standing with the college.
8. Provide descriptions and training objectives for classes.
9. Provide documentation of all salary amounts to ensure that reimbursement amount does not exceed the amount requested.
10. Be responsible for all costs incurred for the purpose of conducting this training effort not reimbursed by the MCCB.

D. MGCCC WILL:

1. Ensure requisitions will be done at least every 60 days to MCCB.
2. Be in compliance with E-verify as specified in the Mississippi Employment Protection Act.

3. Work with industry to ensure compliance with the Mississippi Employment Protection Act for industries participating in basic skills, consortia, and open to the public projects.
4. Provide Brock Clark to directly implement, supervise, coordinate, and monitor the training program as described in this training agreement.
5. Provide administrative and fiscal controls to properly account for all funds received.
6. Enter registration and accountability data for all students participating in training.
7. Make applications for reimbursement of training funds on behalf of Gulfport Fire Department.

E. THE MCCB WILL:

MCCB will pay within 45 days, provide funding as approved in the budget and monitor the project through documentation maintained by the college.

F. EVALUATION:

1. At the conclusion of training, evaluation forms will be distributed for completion by all participants.
2. During the course of training, the project manager will periodically monitor the classes and document observations.

G. METHOD OF PAYMENT:

Application for State training funds will be made to the MCCB. If this training is dependent solely on State funding, the training program will not start until verification of funds is established. Subcontracting of the training program with funds received from the State of Mississippi will be prohibited. The attached budget represents the projected expenditures for the training as described in the foregoing training agreement. City of Gulfport Fire Department will be invoiced as per the approved budget for this program.

Invoices and check reimbursements will be mailed to:

The City of Gulfport
Attn: Chief Mike Beyerstedt
1410 24th Avenue
PO Box 1780
Gulfport, MS 39501
228-868-5831
Fax 228-868-5989

Direct reimbursement invoices and class documentation will be delivered to:

Mississippi Gulf Coast Community College
Attn: Brock Clark
10298 Express Drive
Gulfport, MS 39503
228-897-4364
Fax 228-897-4375

Accounts Payable will be mailed to:

Mississippi Gulf Coast Community College
Attn: Louise Brown
Accounts Receivable
PO Box 609
Perkinston, MS 39573
601-928-6278
Fax 601.928.8495

Due to the close of the fiscal year on June 30, 2021, no invoices for training will be accepted after June 15, 2021. Industry based training occurring between June 16, 2020 and June 30, 2020 may not be processed or reimbursed.

Cost share calculations will be assessed on the total value of the project using the following thresholds: Project value =>50,000 =10%; \$5,000 to \$49,999 = 15%; \$2000 to \$4999 = 20%; below \$2000, a flat fee of \$400.

Invoices for direct reimbursement classes must be on company letterhead and signed by a company representative.

H. SIGNATURES:

THE ABOVE IDENTIFIED PARTIES ARE IN AGREEMENT WITH THE TRAINING PLAN AS DESCRIBED HEREWITHIN AND UNDERSTAND THEIR INVOLVEMENT FOR THE PROGRAM DEVELOPMENT AND OPERATION. IT IS UNDERSTOOD BY ALL PARTIES THAT THIS AGREEMENT IS NOT A BINDING CONTRACT BUT A PROCEDURAL DOCUMENT FOR THE DEVELOPMENT AND OPERATION OF THE TRAINING AGREEMENT DESCRIBED HEREWITHIN AND ANY DEVIATION FROM THIS AGREEMENT WITHOUT APPROVED MODIFICATION MAY VOID AND TERMINATE ANY TRAINING PROGRAM ASSISTANCE FROM THE COLLEGE AND/OR STATE. FURTHER, IT IS UNDERSTOOD THAT THIS TRAINING PROGRAM WILL OPERATE PROVIDED THAT FUNDS REMAIN AVAILABLE UNDER THE CURRENT BUDGET LEVEL FOR THE FISCAL YEAR. THIS TRAINING AGREEMENT IS EFFECTIVE BEGINNING JULY 1, 2020 AND WILL END ON JUNE 30, 2021.

City of Gulfport
Chief Mike Beyerstedt
Fire Chief

Date

Mississippi Gulf Coast Community College
Brock Clark
Dean of Workforce

Date

MGCCC
Dr. Jonathan Woodward
Executive Vice President, Teaching and Learning

Date

In compliance with Title VI of the Civil Rights Act of 1964, Title IX, Education Amendments of 1972 of the Higher Education Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 and other applicable Federal and State Acts, the Board of Trustees of the Mississippi Gulf Coast Community College hereby adopts a policy assuring that no one shall, on the grounds of race, religion, color, national origin, sex, age or qualified disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity of the College. The Mississippi Gulf Coast Community College is an Equal Opportunity Employer and welcomes students and employees without regard to race, religion, color, national origin, sex, age or qualified disability."

Mississippi Gulf Coast Community College is an Equal Opportunity Employer and welcomes students and employees without regard to race, religion, color, national origin, sex, age or qualified disability in its programs and activities. For further information, contact the Equal Employment Opportunity Officer at a Mississippi Gulf Coast Community College Campus, Center or the District Office. Compliance is coordinated by the Associate Vice President of Administration, P.O. Box 609, Perkinston, Mississippi 39573, telephone number 601-928-6672, email address compliance@mgccc.edu



FIRE DEPARTMENT

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5950
Fax: 228-868-5808

Central Station
1515 23rd Avenue
Gulfport, MS 39501

Memorandum

FIRE DEPARTMENT

To: Mayor Billy Hewes
Dr. John Kelly, CAO
Councilman Kenneth Casey
Councilman Ron Roland
Councilwoman Ella Holmes-Hines
Councilman F.B. Walker IV
Councilman Myles Sharp
Councilman Robert Flowers
Councilwoman Cara L. Pucheu

From: Mike Beyerstedt, Fire Chief

Date: September 4, 2020

Re: **Permission to Accept Funds for Workforce Development Training
Agreement from Mississippi Gulf Coast Community College**

Please place the item described below on the September 22, 2020 Council Agenda.

The Gulfport Fire Department respectfully requests permission to accept grant funding from the Mississippi Gulf Coast Community College for the July 21, 2020 through September 17, 2020 EMT Course and November 30, 2020 through December 11, 2020 Driver Operator Course in the amount of approximately \$12,335.76. There are no matching funds required for this request.

In coordination with the Mississippi Code Section 45-11-203, all requirements will *meet or exceed the minimum standards of the National Fire Protection Association Firefighter Professional Qualification Standards 1001-I-II*

Thank you for your consideration in this matter,

Michael Beyerstedt
Fire Chief, City of Gulfport

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE AWARD TO MORAN HAULING, INC., FOR CONSTRUCTION OF THE BERNARD BAYOU BLUEWAY KAYAK LAUNCHES PROJECT, TO APPROVE CONTRACT BETWEEN THE CITY OF GULFPORT AND MORAN HAULING, INC., TO AUTHORIZE THE MAYOR (OR DESIGNEE) TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the City desires to undertake a project to install kayak launches, information kiosks and certain site improvements along Bernard Bayou, particularly at Gulfport Lake and Kremer Landing (the Bernard Bayou Blueway Kayak Launches Project); and

WHEREAS, pursuant to authority of this City Council, the City solicited bids for the required construction in connection with the aforementioned project and received proposals from three (3) contractors; and

WHEREAS, the lowest and best bid of the three (3) bids received was determined to have been submitted by Moran Hauling, Inc., of Gulfport, Mississippi, in the amount of \$220,654.19, an amount which is within the funds currently budgeted for this project, as recommended by Kris Riemann, P.E., City Engineer, and as set forth in the supporting documentation (see Exhibit “A” attached hereto); and

WHEREAS, the Council finds that it is in the best interest of the City to award the contract for construction of the aforementioned project to Moran Hauling, Inc., and to approve a contract with Moran Hauling, Inc., concerning the same (see Exhibit “A” attached hereto).

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

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

SECTION 2. That the award of the contract for the construction work for the Bernard Bayou Blueway Kayak Launches Project to Moran Hauling, Inc., be approved and the proposed Contract

between Moran Hauling, Inc., and the City of Gulfport be and it is hereby approved and found to be in the best interest of the City, and the Mayor (or his designee) is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing
CC: Mayor Billy Hewes Dr. John Kelly, CAO
Wayne Miller, Public Works Gerard Bellocq, Finance
Karen McCarty, Grants Manager
From: Kris Riemann, P.E. *RKR*
Date: 8/6/20
Re: **Recommendation to Award Contract**
- Bernard Bayou Blueway Kayak Launches

On July 30, 2020, bids were received for the above referenced project. Three (3) bids were received. Attached is a copy of the bid tabulation. The lowest bidder was from Moran Hauling, Inc. of Gulfport, MS, in the amount of \$220,654.19 and this bid is considered responsive to all bid document requirements. The current budget is for \$275,000.00 and we are recommending award for the base bid (Gulfport Lake) and Alternate #1 (Kremer Marine). We do not have enough funds for Handsboro Park area in Alternate 2, so this alternate will have to be constructed at a later date. The contract time is 90 calendar days.

The project includes, but is not limited to, installation of kayak launches, information kiosks, and site improvements at two (2) locations: Kremer Marine and Gulfport Lake.

The project is funded 100% through a Tideland Grant with the Department of Marine Resources. The firm of Machado Patano, PLLC. has completed the Engineering design and will oversee the inspection.

I recommend approval of the contract to Moran Hauling, Inc. contingent on the approval of the Mississippi Department of Marine Resources.

Please place this item on the August 18, 2020 Council Agenda.

Attachments: 1. Nicholas W. Moody, P.E., letter dated August 6, 2020
2. Bid Tabulation
3. Contract

August 6, 2020

Robert K. Riemann, P.E.
Director
City of Gulfport Engineering
4050 Hewes Avenue
Gulfport, MS 39507

RE: Benard Bayou Blueway Kayak Launches
Bid Recommendation Letter

Dear Mr. Riemann,

Enclosed please find the Certified Bid Tabulation for the above referenced project.

We have reviewed the bids received on July 30, 2020 and found irregularities on the bid form for the 2nd lowest bidder, Hopkins Construction. The other two bids received are in compliance with the terms of the specifications and conditions for bidding. Based on the bids received and the City's total project budget of \$275,000 we recommend awarding the bid to Moran Hauling in the amount of \$220,654.19. This amount includes the base bid (Gulfport Lake) and alternate #1 (Kramer Marine).

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,
Machado | Patano, PLLC
M | P Design Group, PLLC



Nicholas W. Moody, P.E., LEED AP BD+C
Operations Manager

Bernard Bayou Blueway Kayak Launches
Harrison County, MS



CONTRACTOR'S BID TABULATION
 BIDS RECEIVED JULY 30, 2020 UNTIL 10:00 A.M., C.S.T.
 LOCATION: HARDY BUILDING 1410 24TH AVENUE, 2ND FLOOR, GULFPORT, MS 39501

CERTIFICATE OF RESPONSIBILITY			Moran Hauling 09023-MC Yes/Yes			Hopkins Construction 19759-MC Yes/Yes			J.E. Borries Inc 09360-MC Yes/Yes		
BID BOND / ADDENDA			UNIT PRICE			UNIT PRICE			UNIT PRICE		
ITEM	DESCRIPTION	QTY	UNIT	EXTENSION	EXTENSION	EXTENSION	EXTENSION	EXTENSION	EXTENSION	EXTENSION	EXTENSION
1	MOBILIZATION	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 18,855.00	\$ 18,855.00	\$ 23,000.00	\$ 23,000.00	\$ 23,000.00	\$ 23,000.00
2	REMOVAL OF ASPHALT AND CURB	751	SF	\$ 1.69	\$ 1,269.19	\$ 5.79	\$ 4,350.00	\$ 3.00	\$ 2,253.00	\$ 3.00	\$ 2,253.00
3	CLEAR AND GRUB	0	SF	\$ 3.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	SELECT FILL	12	CY	\$ 21.00	\$ 252.00	\$ 77.08	\$ 925.00	\$ 60.00	\$ 720.00	\$ 60.00	\$ 720.00
5	LIMESTONE BASE	8	CY	\$ 125.00	\$ 1,000.00	\$ 121.88	\$ 975.00	\$ 90.00	\$ 720.00	\$ 90.00	\$ 720.00
6	KAYAK LAUNCH AND GANGWAY	1	LS	\$ 67,110.00	\$ 67,110.00	\$ 58,250.00	\$ 58,250.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00	\$ 64,000.00
7	CONCRETE SIDEWALK (4" THICK)	305	SF	\$ 12.00	\$ 3,660.00	\$ 12.79	\$ 3,900.00	\$ 7.20	\$ 2,196.00	\$ 7.20	\$ 2,196.00
8	ASPHALT PAVING	7	TONS	\$ 342.00	\$ 2,394.00	\$ 371.43	\$ 2,600.00	\$ 250.00	\$ 1,750.00	\$ 250.00	\$ 1,750.00
9	BOLLARDS	3	EA	\$ 950.00	\$ 2,850.00	\$ 1,033.33	\$ 3,100.00	\$ 150.00	\$ 450.00	\$ 150.00	\$ 450.00
10	SIGNAGE	1	EA	\$ 2,850.00	\$ 2,850.00	\$ 1,250.00	\$ 1,250.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00
11	WHEEL STOPS	1	EA	\$ 150.00	\$ 150.00	\$ 350.00	\$ 350.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
12	KIOSKS (INCLUDE SLAB)	1	EA	\$ 16,000.00	\$ 16,000.00	\$ 20,000.00	\$ 20,000.00	\$ 22,500.00	\$ 22,500.00	\$ 22,500.00	\$ 22,500.00
13	SOLAR POWERED LIGHT FIXTURE	1	EA	\$ 7,175.00	\$ 7,175.00	\$ 7,850.00	\$ 7,850.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
14	PAVEMENT STRIPING	1	EA	\$ 1,011.00	\$ 1,011.00	\$ 500.00	\$ 500.00	\$ 720.00	\$ 720.00	\$ 720.00	\$ 720.00
15	TIMBER PILES	4	EA	\$ 1,542.00	\$ 6,168.00	\$ 3,087.50	\$ 12,350.00	\$ 2,000.00	\$ 8,000.00	\$ 2,000.00	\$ 8,000.00
TOTAL BASE BID:				\$ 126,889.19	\$ 135,255.00	\$ 135,255.00	\$ 135,255.00	\$ 133,859.00	\$ 133,859.00	\$ 133,859.00	\$ 133,859.00
ADD ALTERNATE NO. 1											
16	KREMER MARINE LOCATION	1	EA	\$ 93,765.00	\$ 93,765.00	\$ 85,850.00	\$ 85,850.00	\$ 118,708.00	\$ 118,708.00	\$ 118,708.00	\$ 118,708.00
ADD ALTERNATE # 1 TOTAL				\$ 93,765.00	\$ 93,765.00	\$ 85,850.00	\$ 85,850.00	\$ 118,708.00	\$ 118,708.00	\$ 118,708.00	\$ 118,708.00
ADD ALTERNATE NO. 2											
17	HANDBORO PARK LOCATION	1	EA	\$ 108,879.00	\$ 108,879.00	\$ 120,350.00	\$ 120,350.00	\$ 107,692.00	\$ 107,692.00	\$ 107,692.00	\$ 107,692.00
ADD ALTERNATE #2 TOTAL				\$ 108,879.00	\$ 108,879.00	\$ 120,350.00	\$ 120,350.00	\$ 107,692.00	\$ 107,692.00	\$ 107,692.00	\$ 107,692.00
TOTAL BASE BID + ALT. 1				\$ 220,654.19	\$ 220,654.19	\$ 221,105.00	\$ 221,105.00	\$ 252,567.00	\$ 252,567.00	\$ 252,567.00	\$ 252,567.00
TOTAL BASE BID + ALT. 1 & ALT. 2				\$ 329,533.19	\$ 329,533.19	\$ 341,455.00	\$ 341,455.00	\$ 360,259.00	\$ 360,259.00	\$ 360,259.00	\$ 360,259.00
Irregular Bid											



08/04/2020

Nicholas W. Moody, P.E., LEED AP BD+C

Bernard Bayou Blueway Kayak Launches
Harrison County, MS



CONTRACTOR'S BID TABULATION
BIDS RECEIVED JULY 30, 2020 UNTIL 10:00 A.M., C.S.T.
LOCATION: HARDY BUILDING 1410 24TH AVENUE, 2ND FLOOR, GULFPORT, MS 39501

CERTIFICATE OF RESPONSIBILITY

BID BOND / ADDENDA

Kremer Marine Location Alternate #1

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	Moran Hauling 09023-MC Yes/Yes	Hopkins Construction 19759-MC Yes/Yes	J.E. Borries Inc 09350-MC Yes/Yes
1	MOBILIZATION	1	LS	\$ 5,350.00	\$ 5,350.00			
2	REMOVAL OF ASPHALT AND CURB	0	SF	\$ 1.69	\$ -			
3	CLEAR AND GRUB	300	SF	\$ 3.50	\$ 1,050.00			
4	SELECT FILL	12	CY	\$ 21.00	\$ 252.00			
5	LIVESTONE BASE	0	CY	\$ 125.00	\$ -			
6	KAYAK LAUNCH AND GANGWAY	1	LS	\$ 53,100.00	\$ 53,100.00			
7	CONCRETE SIDEWALK (4" THICK)	290	SF	\$ 12.00	\$ 3,480.00			
8	ASPHALT PAVING	0	TONS	\$ 282.50	\$ -			
9	BOILARDS	0	EA	\$ 1,534.00	\$ -			
10	SIGNAGE	0	EA	\$ 250.00	\$ -			
11	WHEEL STOPS	0	EA	\$ 150.00	\$ -			
12	KIOSKS (INCLUDE SLAB)	1	EA	\$ 16,000.00	\$ 16,000.00			
13	SOLAR POWERED LIGHT FIXTURE	1	EA	\$ 7,175.00	\$ 7,175.00			
14	PAVEMENT STRIPING	1	LS	\$ 1,190.00	\$ 1,190.00			
15	TIMBER PILES	4	EA	\$ 1,542.00	\$ 6,168.00			
TOTAL ADDITIVE ALTERNATE NO.1:				\$	\$ 93,765.00		\$ 85,850.00	\$ 118,708.00

Irregular Bid



08/04/2020

Nicholas W. Moody, P.E., LEED AP BD+C

Date

Bernard Bayou Blueway Kayak Launches
Harrison County, MS



CONTRACTOR'S BID TABULATION
BIDS RECEIVED JULY 30, 2020 UNTIL 10:00 A.M., C.S.T.
LOCATION: HARDY BUILDING 1410 24TH AVENUE, 2ND FLOOR, GULFPORT, MS 39501

CERTIFICATE OF RESPONSIBILITY

BID BOND / ADDENDA

Handsboro Park Location Alternate #2

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	Moran Hauling 09023-MC Yes /Yes	Hopkins Construction 19759-MC Yes/Yes	J.E. Borries Inc 09360-MC Yes /Yes
1	MOBILIZATION	1	LS	\$	6,600.00			
2	REMOVAL OF ASPHALT AND CURB	900	SF	\$	1,521.00			
3	CLEAR AND GRUB	700	SF	\$	2,450.00			
4	SELECT FILL	20	CY	\$	21.00			
5	LIMESTONE BASE	20	CY	\$	125.00			
6	KAYAK LAUNCH AND GANGWAY	1	LS	\$	43,202.00			
7	CONCRETE SIDEWALK (4" THICK)	406	SF	\$	38.50			
8	ASPHALT PAVING	18	TONS	\$	282.50			
9	BOLLARDS	4	EA	\$	950.00			
10	SIGNAGE	1	EA	\$	250.00			
11	WHEEL STOPS	1	EA	\$	150.00			
12	KIOSKS (INCLUDE SLAB)	1	EA	\$	16,000.00			
13	SOLAR POWERED LIGHT FIXTURE	1	EA	\$	7,175.00			
14	PAVEMENT STRIPING	1	LS	\$	1,011.00			
15	TIMBER PILES	2	EA	\$	1,542.00			
TOTAL ADDITIVE ALTERNATE NO.2:					\$ 108,879.00		\$ 120,350.00	\$ 307,692.00

Irregular Bid



08/04/2020

Nicholas W. Moody, P.E., LEED AP BD+C

Date

SECTION 00520
CONTRACT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__, by and between the City of Gulfport (hereinafter called OWNER) and (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

BERNARD BAYOU BLUEWAY KAYAK LAUNCHES
GULFPORT, MISSISSIPPI

ARTICLE 2 - ENGINEER

The Project has been designed by:

Machado Patano, PLLC
918 Howard Ave., Suite F
Biloxi, MS 39530

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.1. The Work will be substantially completed within Ninety (90) calendar days from the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions.

3.2. *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if

CITY OF GULFPORT

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the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Eight Hundred and No/Dollars (\$800.00) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Eight Hundred and No/Dollars (\$800.00) for each calendar day that expires after the time specified in the Certificate of Substantial Completion for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

The sum of \$ _____
(\$ _____) in accordance with CONTRACTOR'S Bid Proposal
dated _____, 2020.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

5.1.1.1. Projects with a Contract total amount of less than \$250,000 and no subcontractor:

5.1.1.1.1. Ninety percent (90%) of Work completed (with the balance being retainage).

5.1.1.1.2. Ninety percent (90%) (with the balance being retainage) of material and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions).

5.1.1.2. On projects in which the total Contract Price is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater or on any Contract with a subcontractor, regardless of amount; when the work is at least fifty percent (50%) complete, on schedule and satisfactory in the engineer's opinion, fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. After fifty percent (50%) completion, projects of this magnitude shall have a two and one-half percent (2.5%) retainage provided that the project is on schedule and satisfactory in the engineer's opinion.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to ninety-seven and one-half percent (97.5%) of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 6 - INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest from the due date until paid at the rate of one percent (1%) per month until fully paid.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents, including the "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determinations set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1. This Agreement (pages 1 to 7, inclusive).

CITY OF GULFPORT

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- 8.2 Notice of Award.
- 8.3. Performance, Payment, and other Bonds consisting of four (4) pages.
- 8.4. Notice to Proceed.
- 8.5. General Conditions (pages 1 to 46, inclusive).
- 8.6. Supplementary Conditions (pages 1 to 15, inclusive).
- 8.7 Technical specifications bearing the title:

**TECHNICAL SPECIFICATIONS FOR THE
BERNARD BAYOU BLUEWAY KAYAK LAUNCHES
GULFPORT, MISSISSIPPI**

- 8.8. Drawings consisting of a cover sheet and sheets numbered T101 through A101, inclusive, with each sheet bearing the following general title:

**BERNARD BAYOU BLUEWAY KAYAK LAUNCHES
GULFPORT, MISSISSIPPI**

- 8.9. Addenda numbers __ to __, inclusive.
- 8.10. CONTRACTOR's Bid Proposal (pages 1 to __ inclusive).
- 8.11. Documentation submitted by CONTRACTOR prior to Notice of Award (pages __ to __, inclusive).
- 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

- 9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

CITY OF GULFPORT

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

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

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

9.5. *Contractor's Certifications.* CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.5:

9.5.1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

9.5.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;

9.5.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

9.5.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.6. OTHER PROVISIONS.

None.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__, (which is the effective Date of the Agreement).

OWNER: CITY OF GULFPORT

CONTRACTOR:

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:
P.O. BOX 1780
GULFPORT, MS 39502

Address for giving notices:
Certificate of Responsibility
No. _____

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

Agent for service of process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

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 A GRANT AGREEMENT UNDER THE FISCAL YEAR 2019 BUILD TRANSPORTATION GRANTS PROGRAM ASSOCIATED WITH THE INTERCONNECTING GULFPORT PROJECT (FBLD – 9159-00(001) 108419-801000), TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport was previously awarded \$20,460,000.00 in federal funds (80% grant and 20% local match) for the Interconnecting Gulfport Project (FBLD – 9159-00(001) 108419-801000), a project that is intended to construct .8 miles of a four (4) lane boulevard, 1.1 miles of a two (2) lane roadway along with lighting, storm drain improvements, multi-modal paths, an interstate overpass, raised medians, roundabouts and other street improvements, and additional and various improvements; and

WHEREAS, for the purpose of establishing the terms under which the City of Gulfport may utilize the said federal grant funds to complete the Interconnecting Gulfport Project, it is necessary that the City of Gulfport and the Mississippi Transportation Commission, acting by and through the Mississippi Department of Transportation, enter into an agreement outlining said terms; and

WHEREAS, a proposed “Grant Agreement Under the Fiscal Year 2019 Build Transportation Grants Program,” as approved by the Federal Highway Administration (hereinafter, “Grant Agreement”), is attached hereto as Exhibit “A” for consideration and approval by the governing authority; and

WHEREAS, it is in the best interest of the City of Gulfport that the attached Grant Agreement between the City of Gulfport and the Mississippi Transportation Commission be approved, and the Mayor be authorized to execute and deliver the same.

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

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

Section 2. That the proposed Grant Agreement attached hereto as Exhibit “A” be and the same is hereby approved, contingent upon approval by the Mississippi Transportation Commission, and is found to be in the best interest of the City of Gulfport 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 this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

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

YEAS:

NAYS:

ABSENT:

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

(SEAL)

ATTEST:

ADOPTED:

Brittany Rodgers, Clerk of Council

F.B. “Rusty” Walker, IV, President

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

APPROVED:

Billy Hewes, Mayor

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2019 BUILD TRANSPORTATION GRANTS PROGRAM

This agreement is between the United States Department of Transportation (the “**USDOT**”), and the Mississippi Transportation Commission acting by and through the Mississippi Department of Transportation (the “**Recipient**”), and the City of Gulfport, Mississippi (the “**First-Tier Subrecipient**”).

This agreement reflects the selection of the First-Tier Subrecipient to receive a BUILD Grant for the Interconnecting Gulfport Project.

The parties want the First-Tier Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

Article 1 GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under The Fiscal Year 2019 BUILD Transportation Grants Program: FHWA Projects,” dated December 17, 2019, which is available at <http://go.usa.gov/xpuYy>. Articles 8 – 24 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the BUILD Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the BUILD Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

Article 2 APPLICATION, PROJECT, AND AWARD

- 2.1 Application.** The application for funding was dated July 12, 2019 and titled “Interconnecting Gulfport.” It contained Standard Form 424 and all information and attachments submitted with that form through Grants.gov.
- 2.2 Project.** In this agreement, the “**Project**” means the project proposed in the application identified in section 2.1 as modified by the negotiated provisions of this agreement, including article 3 and attachments A-E.
- 2.3 Federal Award and Federal Obligation.**
- (a) As described in attachment A, this Project consists of a base phase for preliminary engineering and an option phase 1 for construction of a two-lane roadway on new location from the Old Highway 49 intersections to Creosote Road, then four lanes over I-10 to Daniel Boulevard Extension.
 - (b) The USDOT hereby awards a BUILD Grant to the Recipient in the amount of \$20,460,000 for the base phase and option phase 1.
 - (c) This agreement obligates the base phase amount of \$1,246,021 for the budget period for eligible costs in the base phase.
 - (d) This agreement does not obligate funds for option phase 1. The parties may, by amendment under article 21, obligate the option phase 1 amount of \$19,213,979 for eligible costs in option phase 1 if FHWA Mississippi Division Office approves the PS&E for work to be performed on the Segment II project and the recipient has met all the applicable Federal, State, and local requirements. Further, the approval for the Option Phase 1 is subject to the availability of funds.
- 2.4 Award Dates.**
- | | |
|---------------------------------|------------------|
| Budget Period End Date: | August 1, 2024 |
| Period of Performance End Date: | August 1, 2024 |
| Estimated Closeout Date: | November 1, 2025 |

- 2.5 Urban or Rural Designation.** The USDOT hereby designates this to be an award to a project in an urban area.
- 2.6 Federal Award Identification Number.** The Federal Award Identification Number will be generated when the FHWA Division authorizes the project in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the FAIN from FMIS

Article 3 SUMMARY PROJECT INFORMATION

- 3.1 Summary of Project's Statement of Work.** (See Attachment A for additional details).

The Project will add approximately 0.8 miles of 4-lane boulevard roadways and approximately 1.1 miles of 2-lane roadway with lighting, storm drain improvements, multi-modal paths, signals, raised median, roundabouts, and other street improvements.

- 3.2 Project's Estimated Schedule.**

Milestone	Schedule Date
Base Phase: Preliminary Engineering and Right-of-Way	
Actual Preliminary Engineering Start Date:	March 16, 2020
Planned NEPA Completion Date:	February 15, 2021
Planned Right of Way Acquisition Start Date:	February 16, 2021
Option Phase 1: Construction	
Planned Plan, Specification, & Estimate (PS&E) Approval Date:	August 31, 2021
Planned Construction Start Date:	February 28, 2022
Planned Construction Substantial Completion and Open to Traffic Date:	March 1, 2024

3.3 Project's Estimated Budget. (See Attachment B for additional details).

Base Phase (PE and ROW) Eligible Costs	
BUILD Grant Amount:	\$1,246,021
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$2,761,505
Other Funds:	\$8,600,000 ¹
Total Eligible Project Cost:	\$12,607,526

Option Phase 1 (Construction) Eligible Costs	
BUILD Grant Amount:	\$19,213,979
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$700,000
Other Funds:	\$0
Total Eligible Project Cost:	\$19,913,979

Article 4
CRITICAL MILESTONE DEADLINES

Critical Milestone Deadlines	Deadline Date
The Recipient fails to convert the FY 2019 BUILD funds within the timeframe set forth in section 7.1 in this agreement	In accordance with 7.1
USDOT receives first reimbursement request	October 23, 2020
Construction substantially completed and project opens to traffic	July 1, 2024

¹ ROW In-Kind Donations

Article 5

PARTY INFORMATION

5.1 Recipient's Unique Entity Identifier.

Dun and Bradstreet Data Universal Numbering System No. (the "DUNS No.") of Mississippi Department of Transportation: 809394067 and DUNS No. of City of Gulfport, Mississippi: 121918221

5.2 Recipient Contact(s).

LPA Project Manager
Wayne E. Miller, P.E.
wmiller@gulfport-ms.gov
Director of Public Works
The City of Gulfport
Phone: 228-868-5740

Lee Frederick, P.E.
State LPA Engineer
Mississippi Department of Transportation
Office: 601-359-7031
lfrederick@mdot.ms.gov

5.3 Recipient Key Personnel.

Lee Frederick, P.E.
State LPA Engineer
Mississippi Department of Transportation
Office: 601-359-7031
lfrederick@mdot.ms.gov

5.4 USDOT Project Contact(s).

Jeffrey A. Schmidt, P.E.
Deputy Division Administrator
FHWA – Mississippi Division
100 W. Capitol Street Suite 1062
Jackson, MS
601-965-7349
jeffrey.schmidt@dot.gov

Article 6
USDOT ADMINISTRATIVE INFORMATION

6.1 Payment System.

USDOT Payment System: FMIS

6.2 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Mississippi Division

Article 7
SPECIAL GRANT TERMS

7.1 Advance Construction (23 U.S.C. § 115).

Within 30 business days after the date of final execution of this Agreement, the Recipient must request the FHWA Mississippi Division Office to convert the FY 2019 BUILD funds authorized to proceed under the Advance Construction provisions of 23 U.S.C. 115 for the Base Phase activities in the amount of \$1,680,000. The Mississippi Division Office will then obligate the base phase portion of the FY 2019 BUILD funds per a modified project agreement.

7.2 Subaward to First-Tier Subrecipient.

- (a) The Recipient hereby awards a subaward to the First-Tier Subrecipient for the purpose described in section 8.1.
- (b) The Recipient and the First-Tier Subrecipient may enter into a separate agreement, to which the USDOT is not a party, assigning responsibilities, including administrative and oversight responsibilities, among the Recipient and the First-Tier Subrecipient.
- (c) For the purpose of 2 C.F.R. parts 200 and 1201, the Recipient is a pass-through entity.

7.3 First-Tier Subrecipient Statements and Responsibilities.

- (a) The First-Tier Subrecipient affirms all statements and acknowledgments that are attributed to the Recipient under sections 10.1 and 10.2.
- (b) The First-Tier Subrecipient assumes the Recipient's reporting obligations under articles 14 and 15.

7.4 State Oversight Responsibilities. For the purpose of 23 U.S.C. 106(g), the Recipient shall act as if funds under this award are Federal funds under title 23, United States Code.

ATTACHMENT A STATEMENT OF WORK

The Project will add approximately 0.8 miles of 4-lane boulevard roadways and approximately 1.1 miles of 2-lane roadway with lighting, storm drain improvements, multi-modal paths, signals, raised median, roundabouts, and other street improvements.

Major Project Activities:

Base Phase:

Preliminary Engineering: (all project components) – will include the following:

- Preliminary Engineering – Design
- NEPA - Environmental studies and document preparation
- Final Engineering – Design
- Right of Way

Option Phase 1:

PS&E

Construction

- Traffic Control
- Utilities
- Mobilization
- Demolition / Grading
- Paving
- Overlay / Reconstruction
- Construction engineering and Inspection
- Demobilization

**ATTACHMENT B
ESTIMATED PROJECT BUDGET**

1. Supplementary Fund Source Table(s)

Base Phase Eligible Costs	
BUILD Grant Amount:	\$1,246,021
State Funds:	\$0
Local Funds:	\$2,761,505
Other Funds:	\$8,600,000 ²
Total Eligible Project Cost:	\$12,607,526
Option Phase 1 (Construction) Eligible Costs	
BUILD Grant Amount:	\$19,213,979
Other Federal Funds:	\$0
State Funds ¹ :	\$0
Local Funds:	\$700,000
Other Funds:	\$0
Total:	\$19,913,979

2. Cost Classification Table

Cost Classification	Total Costs	Eligible Costs
Land, structures, rights-of-way, appraisals, etc.	\$10,310,000 ³	\$10,310,000
Architectural and engineering fees	\$2,297,526	\$2,297,526
Construction	\$19,913,979	\$19,913,979
Project Total	\$32,521,505	\$32,521,505

² ROW In-Kind Donation

³ Includes \$8,610,000 of ROW In-Kind Donations

ATTACHMENT C PERFORMANCE MEASUREMENT TABLE

Study Area: An area of new roadway from the Old Highway 49 intersections to Creosote Road, then four lanes over I-10 to Daniel Boulevard Extension.

Pre-project Measurement Date: January 31, 2022

Pre-project Report Date: March 31, 2022

Project Outcomes Report Date: March 1, 2028

Table 1: Performance Measurement Table

Measure	Description and Category of Measure	Measurement Period	Reporting Period
Average Daily Traffic (ADT)	Economic Competitiveness The total volume of vehicle traffic on a highway or road segment per day as defined by the project study area.	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date Interim Performance Measures: Accurate as of March 1, 2025 March 1, 2026 March 1, 2027	Baseline Measurement: Pre-project Report Date Interim Performance Measures: For a period of 3 years, beginning June 1, 2025 June 1, 2026 June 1, 2027
Average Daily Truck Traffic (ADTT)	Economic Competitiveness ADTT measures the total volume of truck traffic per day as defined by the project study area.	Baseline Measurement: Annual average, accurate as of the Pre-project Measurement Date Interim Performance Measures: Accurate as of March 1, 2025 March 1, 2026 March 1, 2027	Baseline Measurement: Pre-project Report Date Interim Performance Measures: For a period of 3 years, beginning June 1, 2025 June 1, 2026 June 1, 2027

ATTACHMENT D MATERIAL CHANGES FROM APPLICATION

Scope: No Changes.

Schedule: The schedule has changed since the grant was selected to receive an award to address the critical dates needed to meet terms of the BUILD Grant. Specifically, the project schedule has been accelerated to meet the obligation deadline. The original PS&E Approval date was scheduled for February 2023; however, that would have been in direct conflict of the BUILD Grant funding obligation deadline of September 2021. Therefore, the PS&E date was revised to meet this critical deadline. Also, due to the modification of the PS&E Approval Date, it also accelerated the Planned Construction Date and the Planned Construction Substantial Completion Date.

The table below provides a summary of schedule changes:

Activity	Original Schedule Date	New Schedule Date
NEPA Completion (Base Phase)	2/1/2021	2/15/2021
Planned PS&E Approval (Option Phase 1)	2/1/2023	8/31/2021
Planned Construction Start Date (Option Phase 1)	6/1/2023	2/28/2022
Planned Construction Substantial Completion Date	6/2/2025	3/1/2024

Budget: The overall budget did increase from the application due to slight increases to Preliminary Engineer (PE) in the Base Phase and Construction in the Option Phase. The table below provides a summary of the budget changes:

Budget Item	2019 BUILD Application		Current Budget	
	Dollars	Percentage	Dollars	Percentage
Total Project Cost	\$32,200,000	100%	\$32,521,505	100%
PE Cost	\$2,070,000	6.4%	\$2,297,526	7.1%
ROW Cost	\$10,310,000	32%	\$10,310,000	31.7%
Total Construction	\$19,840,000	61.6%	\$19,913,979	61.2%
BUILD funds	\$20,460,000	63.5%	\$20,460,000	62.9%
Local Funds	\$11,760,000	36.5%	\$12,061,505	37.1%

ATTACHMENT E
APPROVED PRE-AWARD COSTS

On February 19, 2020, the City of Gulfport, with concurrence from the Mississippi Department of Transportation, sent a written request to the FHWA Mississippi Division Office (Division Office) for advance construction (23 U.S.C. 115) authorization to initiate preliminary engineering. The advance construction request would allow the recipient to begin preliminary engineering and the environmental review process. The City of Gulfport requested advance construction for \$1,246,021 in BUILD Grant funds.

OST approved the City of Gulfport's request to allow pre-award costs on March 9, 2020. The Division Office authorized advance construction on March 10, 2020.

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

Mississippi Transportation Commission by and through the
duly authorized Executive Director of the Mississippi
Department of Transportation

_____ Date	By: _____ Signature of Recipient's Authorized Representative Melinda L. McGrath, P.E. Executive Director Mississippi Department of Transportation Book _____ Page _____
---------------	--

FIRST-TIER SUBRECIPIENT SIGNATURE PAGE

The First-Tier Subrecipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

City of Gulfport

Date

By:

Signature of First-Tier Subrecipient's Authorized
Representative

Billy Hewes
Mayor
City of Gulfport, Mississippi

USDOT SIGNATURE PAGE

The USDOT, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

UNITED STATES DEPARTMENT OF TRANSPORTATION

Date

By:

Signature of Recipient's Authorized Representative

Donald E. Davis
Division Administrator
FHWA Mississippi Division

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

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE AND AUTHORIZE/RATIFY AMENDMENT TO APPLICATION
(PROGRAM NARRATIVE/BUDGET) FOR FY 2019 JUSTICE ASSISTANCE GRANT
PROGRAM GRANT NUMBER 2019-DJ-BX-0423, AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport recently applied for grant funding through the FY 2019 Justice Assistance Grant (JAG) Program (Grant Number 2019-DJ-BX-0423), a program administered by the United States Department of Justice; and

WHEREAS, the City of Gulfport applied for grant funding in the amount of \$39,026.00 which funds are to be applied to the purchase of body cameras for the Gulfport Police Department, and, as fiscal agent for the City of Biloxi, Gulfport included in its application Biloxi's request for grant funding in the amount of \$32,968.00 which funds are to be applied to the purchase of various pieces of equipment needed by the Biloxi Police Department; and

WHEREAS, the City of Gulfport desires to amend its application so as to apply the grant funds to the purchase of SWAT equipment (rather than body cameras); and

WHEREAS, attached hereto are the updated Budget Detailed Worksheet/Narrative (Exhibit "A"); and

WHEREAS, no matching funds are required for the aforementioned grant.

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 updated and amended Grant application documents attached hereto as Exhibit "A" be and the same are hereby approved by the Governing Authority of the City of Gulfport; and the submission of the application for grant funding from the United States

Department of Justice, Justice Assistant Grant (Grant Number 2019-DJ-BX-0423) as more fully outlined in the application documents is hereby authorized and ratified by the Governing Authority 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

Consolidated Budget Detailed Worksheet/Narrative

Gulfport Police Department:

A. Personnel:

No personnel cost associated with this grant request.

B. Fringe Benefits:

No fringe cost associated with this grant request.

C. Construction:

No construction costs associated with this grant request.

D. Equipment Total Award: **\$39,026.00**

Ballistic Protective Equipment

Quantity	Description	Per Unit	Total
15	SRV Base Vest	\$1,201.56	\$18,023.40
15	SRV Release Kit	\$114.00	\$ 1,710.00
15	Omega Plate	\$535.23	\$ 8,028.45
15	Point Blank Mich Helmet	\$330.03	\$ 4,950.45
15	Picatinny Rail System for Helmets	\$34.20	\$ 513.00
1	Paraclete Hoplite Shield IIIA	\$2,375.25	\$2,375.25
1	ASPIS X Level IIIA+ Shield	\$3,421.00	\$3,421.00

E. Supplies:

No supplies cost associated with this grant request

F. Construction:

No construction costs associated with this grant request.

G. Consultants/Contracts

No consultant/contract costs associated with this grant request.

H. Other Costs:

I. Indirect Costs

No indirect costs associated with this grant request.

TOTAL GULFPORT PROJECT AWARDED BUDGET: \$39,026.00

Biloxi Police Department

A. Personnel:

No personnel costs associated with this grant request.

B. Fringe Benefits:

No fringe benefit costs associated with this grant request.

C. Construction:

No construction costs associated with this grant request.

D. Equipment:

\$13,299.12

Quantity	Description	Per Unit	Total
11	3M Peltor ComTac ACH Communication	\$580.00	\$6,380.00
11	Push to talk	\$275.01	\$3,025.12
1	Ranger Police Interceptor Power-bike	\$3,495.00	\$3,495.00
1	Interceptor Power-bike Battery	\$399.00	\$399.00

E. Supplies:

\$19,668.88

Quantity	Description	Per Unit	Total
14	Honor Guard Uniforms w/badges	\$1,404.92	\$19,668.88

F. Construction:

No construction costs associated with this grant request.

G. Consultants/Contracts

No consultant/contract costs associated with this grant request.

H. Other Costs:

No other costs associated with this grant request.

I. Indirect Costs

No indirect costs associated with this grant request.

TOTAL BILOXI PROJECT BUDGET: \$32,968.00

Grand Total JAG Requested Funds:

\$71,994.00

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 MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI TRANSPORTATION COMMISSION WITH RESPECT TO THE SCHOOL ZONE TRAFFIC SAFETY PROJECT (STP – 0200-00(033)LPA/108420-701000), TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF GULFPORT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport has been awarded \$210,278.00 in federal funds (because a safety project, eligible for 100% funding) for the School Zone Traffic Safety Project (STP – 0200-00(033)LPA/108420-701000), a project that is intended to upgrade the existing school zone flashing signals with a Remote School Beacon Monitoring System which has remote access from the Traffic Division office, solar speed limit indicator, solar flashing lights, and new traffic striping for all public schools (Gulfport, Harrison County, and Head Start) and private schools (Christian Collegiate Academy and St. James); and

WHEREAS, a Memorandum of Agreement (hereinafter, MOA) between the City and the Mississippi Transportation Commission establishing the terms under which the City of Gulfport may utilize the said federal funds to complete the proposed project was entered approved by the City Council and executed and delivered by the Mayor; and is attached hereto as Exhibit “A” for consideration and approval; and

WHEREAS, amendment to the MOA is now required in order to outline the responsibilities of the LPA (City of Gulfport) for performing constructing, engineering and inspection activities for the project; and

WHEREAS, it is in the best interest of the City of Gulfport that the attached Amendment No. 1 to the Memorandum of Agreement between the City of Gulfport and the Mississippi

Transportation Commission be approved and the Mayor be authorized to execute and deliver the same.

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

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

Section 2. That the proposed Amendment No. 1 to the Memorandum of Agreement between the City and the Mississippi Transportation Commission attached hereto as Exhibit “A” be and the same is hereby approved and found to be in the best interest of the City of Gulfport and the Mayor be and he is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

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

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

YEAS:

NAYS:

ABSENT:

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

(SEAL)

ATTEST:

ADOPTED:

Brittany Rodgers, Clerk of Council

F.B. “Rusty” Walker, IV, President

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

APPROVED:

Billy Hewes, Mayor

Memorandum – City of Gulfport

To: Margaret Murdock, Legal

CC: Mayor Billy Hewes

Dr. John Kelly, CAO

Wayne Miller, P.E., Public Works

Gerard Bellocq, Finance

From: Kris Riemann, P.E. *RKR*

Date: 9/14/20

Re: Recommendation to Approve Amendment No. 1 to the Memorandum of Agreement with the Mississippi Department of Transportation for the School Zone Traffic Safety Project

-STP-0200-00(033)LPA/108420-701000

Attached for your consideration is the referenced Amendment No. 1 to the Memorandum of Agreement (MOA). This MOA is required by the Mississippi Department of Transportation (MDOT) in order to receive federal funding. This amendment outlines responsibilities of the LPA (City of Gulfport) for performing Construction, Engineering, and Inspection (CE&I) Activities for the project.

This project shall be designed to upgrade the existing school zone flashing signal with a Remote School Beacon Monitoring System (RSBMS) which has remote access from the Traffic Division office, solar speed limit indicator, solar flashing lights, and new traffic striping for all public schools (Gulfport, Harrison County, and Head Start) and private schools (Christian Collegiate Academy and St. James).

The current total is \$252,333.00 to complete the project. This project is specified as a safety project and is eligible for 100% funding. No additional funding from the City is required. Completing all of these schools is subject to obtaining bids within budget.

I recommend approval contingent on the approval of the Mississippi Department of Transportation. Please place this item on the September 22, 2020 Council Agenda.

Attachments: 1. Chuck Starita, P.E. letter dated 9/4/20
 2. Amendment No. 1

Tom King
Southern District Commissioner
Kelly R. Castleberry
District 6 Engineer

P. O. Box 551
Hattiesburg, MS 39403-0551
Telephone (601) 544-6511
FAX (601) 544-0227



Melinda L. McGrath
Executive Director
James A. Williams, III
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
GoMDOT.com

16499-B Highway 49, Saucier, MS 39574-9740
September 4, 2020

Honorable Billy Hewes
Mayor
City of Gulfport
2309 15th Street
Gulfport, MS 39501

RE: Memorandum of Agreement, MOA
School Zone Traffic Safety Project
STP-0200-00(033)LPA / 108420-701000

Dear Mayor Hewes,

Attached are the duplicate copies of the Amendment to the Memorandum of Understanding, MOU, for the above referenced project for your review and processing. The Amendment outlines responsibilities of the LPA for performing Construction, Engineering, and Inspection (CE&I) Activities for the project. Please execute the Amendment in duplicate and return with governing council or board minutes signifying approval. Please mail to:

Mississippi Department of Transportation
Attn: David Seyfarth
16499-B Highway 49
Saucier, MS 39574-9740

In accordance with the MOU, please remember to include the MDOT in any public relations activities or press release for this project. The MDOT public relations liaison for District VI is Jas N. Smith, telephone number 601-359-9822. Should you need additional information, contact my office at 228-832-0682.

Sincerely,

A handwritten signature in blue ink that reads "Chuck Starita".

Chuck Starita, PE
Asst. District LPA Engineer

cc: Project File 16-10 w/ attachments

AMENDMENT NUMBER 1
TO THE MEMORANDUM OF AGREEMENT
BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION
AND THE CITY OF GULFPORT
TO SET FORTH THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF
AUTHORITY OF THE RESIDENT PROJECT ENGINEER.

WHEREAS, the Mississippi Transportation Commission (MTC) and The City of Gulfport, (LPA) executed a Memorandum of Agreement on 17th day of June, 2020, related to the LPA's development and construction of STP-0200-00(033)LPA/108420-701000, School Zone Traffic Safety project, and;

WHEREAS, the LPA has made a request to provide construction engineering and inspection of the Project with its staff, and MTC is agreeable to that request, provided that the LPA adhere to the standards, duties and responsibilities that are set forth herein, and;

NOW, THEREFORE, for and in consideration of the mutual benefits unto each of the parties, the sufficiency of which is hereby acknowledged, the parties agree to the following amendment No. 1 to the MOA referenced above, to-wit:

The LPA shall furnish a resident Project Engineer, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. The Resident Project Engineer shall adhere to the following standards of practice and procedure.

Through extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project Engineer and assistants, the LPA shall endeavor to provide protection against defects and deficiencies in the Work. The standards are as follows:

I. General:

The resident Project Engineer's dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project Engineer dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project Engineer shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project Engineer:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.
- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

- a. Record the date of receipt of Shop Drawings and samples.
- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination:
- c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the LPA.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarification and interpretation of the contract documents are needed.
Transmit to the CONTRACTOR clarifications and interpretations that are issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications to the drawings and specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project Engineer:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

IV. Testing and Utilities

A. Subsurface Conditions. LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of LPA or LPA's sub with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that LPA properly inferred to exist between sampling points may differ significantly from those that actually exist.

B. Utilities. LPA will locate utilities which will affect the project from information provided by the LPA and utility companies and from LPA's surveys. In that these utility locations are based, at least in part, on information from others, LPA cannot and does not warrant their completeness and accuracy.

Witness the execution of this amendment to the memorandum of agreement on this, the _____ day of _____, 20_____.

City of Gulfport

Billy Hewes, Mayor

Witness

MISSISSIPPI TRANSPORTATION COMMISSION

MELINDA MCGRATH, P.E., EXECUTIVE DIRECTOR
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Minute Book _____ Page _____

Secretary of the 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 on the ____ day of _____, 2020, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO APPROVE MEMORANDUM OF UNDERSTANDING WITH THE HARRISON COUNTY DEVELOPMENT COMMISSION, TO AUTHORIZE THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY, AND FOR RELATED PURPOSES

WHEREAS, the Harrison County Development Commission (hereinafter, “HCDC”) desires to enter into a Memorandum of Understanding with the City of Gulfport concerning grass cutting along Seaway Road in the City of Gulfport; and

WHEREAS, accordingly, the HCDC prepared a proposed Memorandum of Understanding, approved the same and caused it to be executed and transmitted to the City of Gulfport for consideration by the City’s Governing Authority; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such agreement between the City and HCDC, subject to final approval by the City’s Legal Department, and that such is in the best interest of the City of Gulfport.

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

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

Section 2. That the proposed Memorandum of Understanding, attached hereto as Exhibit “A”, be and the same is hereby approved in substantially the form attached hereto, subject to final approval of the Legal Department, and authorizes the Mayor to execute the same on behalf of the City of Gulfport once the Legal Department has provided its final approval.

Section 3. That this Resolution shall be in effect according to law, and shall be spread upon the minutes of the Gulfport City Council and a copy hereof shall be provided to the Harrison County Development Commission for consideration on a future available agenda.

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

]

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

APPROVED:

MAYOR

**AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GULFPORT AND HARRISON
COUNTY DEVELOPMENT COMMISSION CONCERNING GRASS MAINTENANCE ALONG SEAWAY ROAD
AND FOR OTHER RELATED PURPOSES**

THIS AMENDED MEMORANDUM OF UNDERSTANDING is entered into on the dates hereinafter set forth by and between the CITY OF GULFPORT, MISSISSIPPI, a political subdivision and municipal corporation organized and existing according to the laws of the State of Mississippi, (hereinafter the "City or Gulfport") and the HARRISON COUNTY DEVELOPMENT COMMISSION, a political subdivision organized and existing according to the laws of the State of Mississippi by and through its Board of Commissioners (herein "the Commission").

FOR AND IN CONSIDERATION of the mutual benefits and advantages each to the other by the City of Gulfport and the Commission, hereby acting by and through their respective Governing Authorities, set forth their understandings, as follow:

ARTICLE I. PURPOSE.

The City of Gulfport and the Commission have heretofore entered into a Memorandum of Understanding dated _____ concerning and outlining the responsibilities and agreements of the parties concerning grass cutting and maintenance along Seaway Road. Based upon changing circumstances and conditions, it is the desire of the parties to amend such Memorandum of Understanding by revising the terms and considerations provided therein and restating same in full as provided herein below.

ARTICLE. II. DURATION, TERMINATION AND AMENDMENT.

(a) This Memorandum of Understanding shall be in full force and effect for a period commencing on the effective date hereof, as hereinafter provided, and continuing month to month until either party terminates the same on thirty (30) days written notice to the other.

(b) The Effective Date hereof will be the last date on which the following required events are completed: approval and execution of the Memorandum of Understanding by Resolution or Order adopted by the Governing Authorities of the City of Gulfport and the Commission.

(c) Amendment or Termination

(1) By Consent. This Memorandum of Understanding may be amended or terminated by mutual consent in writing and duly authorized by each respective governing authority.

(2) By Notice. This Memorandum of Understanding may be terminated by official action of the Governing Authority of either party, which termination shall require at least thirty (30) days written notice.

(3) Authority. Action taken under this Section shall be by Resolution in the same procedural manner for each Governing Authority as required for approval of this Memorandum of Understanding. The City of Gulfport shall act according to law by and through its Mayor and City Council, ("Governing Authority") and the Commission shall act according to law by and through its Board or Commissioners. ("Board").

ARTICLE III. PROVISIONS RELATED TO GRASS MAINTENANCE ALONG SEAWAY ROAD.

(a) Responsibilities of the Parties. The City of Gulfport and the Commission hereby agree that the City of Gulfport shall be responsible, at its sole cost and expense, for the maintenance of the grass along the south side of Seaway Road, both within the median and along the outside of the pavement on such south side of Seaway Road, including the cutting of grass and any other grass related maintenance that may be required to ensure a clean and neat appearance. The Commission shall be responsible, at its sole cost and expense, for the maintenance of the grass along the north side of Seaway Road, including the

cutting of grass and any other grass related maintenance that may be required to ensure a clean and neat appearance.

(b) Liabilities Any liabilities or claims arising out of and during the performance of this Memorandum of Understanding and/or the Project against the parties hereto, or either of the same will be determined according to applicable laws.

ARTICLE V. GENERAL PROVISIONS.

(a) Severance of Provisions. In the event any provision or part of this Memorandum of Understanding 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.

(b) 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.

(c) Counterparts. This Memorandum of Understanding may be executed in more than one (1) counterpart, each of which shall constitute an Original

WITNESS OUR SIGNATURES, as duly authorized, for and on behalf of the City of Gulfport, Mississippi, on the date indicated below.

This the _____ day of _____, 2020.

CITY OF GULFPORT

By: _____

Billy Hewes, Mayor

BY: _____

, City Clerk

WITNESS OUR SIGNATURES as duly authorized for and on behalf of Harrison County Development Commission, on the date indicated below.

This the 3 day of August, 2020.

HARRISON COUNTY DEVELOPEMNT COMMISSION

By: Frank Castiglia, Jr.

Frankie Castiglia, President

By: Frank W. Bordeaux

Frank Bordeaux, Secretary

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

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE AND AUTHORIZE EXECUTION OF “AMENDED AND RESTATED
MEMORANDUM OF AGREEMENT FOR LEASE, OPERATION, AND
MANAGEMENT OF PUBLIC GOLF COURSE AND DRIVING RANGE” WITH COAST
GOLF, LLC, AND FOR RELATED PURPOSES**

WHEREAS, the City of Gulfport, per authorization of the Gulfport City Council, previously published an invitation for bid proposals for the lease, improvement, management, operation and maintenance of certain City of Gulfport real properties, facilities, and equipment for a municipal public golf course and associated driving range; and

WHEREAS, one (1) proposal was submitted that was compliant with and responsive to the published notice and instructions for bid proposals, said proposal being by Coast Golf, LLC; and

WHEREAS, the City worked with Coast Golf, LLC, to formulate and draft an agreement for the operation and maintenance of the aforementioned public golf course, driving range and associated properties, facilities, and equipment generally located adjacent to and near Washington Avenue and Vista Drive and commonly referred to as the “Bayou Vista Golf Course; and

WHEREAS, in conjunction with this, the Governing Authority for the City approved and authorized execution of a “Memorandum of Contract for Lease of Real Property and for Management and Operation of Public Golf Course” (“original agreement”) on March 7, 2017,

with such agreement subsequently being executed by the parties and becoming effective on April 1, 2017, and to expire on September 30, 2020; and

WHEREAS, the original agreement provides that the parties may mutually agree to amend the same upon written consent thereto as well as provides for renewal thereof upon approval of the City's Governing Authority; and

WHEREAS, the parties have agreed to amend the original agreement by way of the "Amended and Restated Memorandum of Agreement for Lease, Operation, and Management of Public Golf Course and Driving Range," a copy of which is attached hereto as **EXHIBIT "A,"** and to renew this agreement for the three (3) year term as was set out in the original agreement.

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 "Amended and Restated Memorandum of Agreement for Lease, Operation, and Management of Public Golf Course and Driving Range," a copy of which is attached hereto as **EXHIBIT "A,"** be, and it is hereby, approved, and the Mayor is hereby authorized to signed, execute and deliver said agreement in more than one counterpart for and on behalf of the City of Gulfport, Mississippi and authorized to sign, execute and deliver any other documents needed or necessary, as determined by the City Attorney, to effectuate the effectiveness of this agreement.

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

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 SUPPLEMENTAL AGREEMENT #2 TO CONTRACT WITH JLB
CONTRACTORS, LLC, IN CONNECTION WITH THE SEAWAY ROAD PEDESTRIAN
PATHWAY PROJECT, TO AUTHORIZE THE MAYOR TO EXECUTE AND DELIVER SAID
AGREEMENT AND FOR RELATED PURPOSES**

WHEREAS, JLB Contractors, LLC., was awarded the construction contract for the Seaway Road Pedestrian Pathway Project which project is designed to install 17000 linear feet of 10 foot wide pedestrian path along the South side of Seaway Road in Gulfport; and

WHEREAS, certain and various changes to the contract as more fully set forth in the attached Memorandum from Public Works Director, Wayne Miller, and Supplemental Agreement #1 which are attached hereto as a part of Exhibit “A”, resulting in an INCREASE in contract costs (\$49,586.40) and an INCREASE in contract days (10 working days); and

WHEREAS, approval of Supplemental Agreement #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 Supplemental Agreement #1 to the City’s contract with JLB Contractors, LLC., be and it is hereby approved in the form as is found in Exhibit “A” to this resolution, and the Mayor is, hereby, authorized to execute and deliver 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 4. That the INCREASES in contract costs and days are 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
Dr. John Kelly, CAO
Gerard Bellocq, Finance
From: Wayne Miller, P.E., Public Works 
Date: 9/16/20
Re: **Recommendation to Approve Supplemental Agreement #1 for Construction**
- JLB Contractors, LLC.
- Seaway Road Pedestrian Pathway
- STP-9178-00(003) LPA/107512-701000

Attached for your consideration is Supplemental Agreement #1 for Construction with JLB Contractors, LLC. for the referenced project in the additive amount of \$49,586.40 and amount of 10 productive days. This supplemental agreement is to complete the following work: remove 8" pipe, install solid sodding, install 36" concrete pipe with end sections, install 48" end sections, install grouted rip rap, and install 40 L.F. of 36" high guardrail. It also adds the days to the contract which represents the time required to complete this work. This agreement has been approved by MDOT.

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.

I recommend approval, contingent on the approval of the Mississippi Department of Transportation. Please place this item on the September 22, 2020 Council Agenda.

Attachments

1. Richie Ashley, P.E., Email dated 9-16-20
2. Supplemental Agreement #1 for Construction

Kris Riemann

From: Richie Ashley <richie.ashley@neel-schaffer.com>
Sent: Wednesday, September 16, 2020 11:27 AM
To: Kris Riemann; Wayne Miller
Cc: Steve Twedt; Natalie Sims
Subject: FW: 107512 == Seaway SA1 / QA1
Attachments: Seaway_suppagree_1_Final-signed.pdf

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

Kris,

Here is the approved SA1 to be approved by Council and executed by the City.

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, September 16, 2020 10:05 AM
To: Richie Ashley <richie.ashley@neel-schaffer.com>
Cc: Seyfarth, David <dseyfarth@mdot.ms.gov>
Subject: FW: 107512 == Seaway SA1 / QA1

Please see attached signed S/A. It is ready for the LPA to execute at their discretion.

Please forward electronic copy to us when the S/A is executed to be input into Site Manager.

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: Castleberry, Kelly
Sent: Wednesday, September 16, 2020 9:26 AM
To: Starita, Chuck <cstarita@mdot.ms.gov>
Cc: Seyfarth, David <dseyfarth@mdot.ms.gov>; Faggard, Gabe <gfgaggard@mdot.ms.gov>
Subject: RE: 107512 == Seaway SA1 / QA1

Please find the attached agreement for further processing.

Kelly

From: Starita, Chuck
Sent: Wednesday, September 16, 2020 9:01 AM
To: Castleberry, Kelly <kcastleberry@mdot.ms.gov>
Cc: Seyfarth, David <dseyfarth@mdot.ms.gov>; Faggard, Gabe <gfaggard@mdot.ms.gov>
Subject: FW: 107512 == Seaway SA1 / QA1

Please see attached S/A for your review and signature.

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: Tuesday, September 15, 2020 6:33 PM
To: Starita, Chuck <cstarita@mdot.ms.gov>
Cc: Seyfarth, David <dseyfarth@mdot.ms.gov>
Subject: RE: 107512 == Seaway SA1 / QA1

Chuck,

Here is SA1 executed by me and the contractor.

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: Friday, September 11, 2020 7:16 AM
To: Richie Ashley <richie.ashley@neel-schaffer.com>
Cc: Seyfarth, David <dseyfarth@mdot.ms.gov>
Subject: RE: 107512 == Seaway SA1 / QA1

Looks good. Please send us an electronic copy after the Contractor, Surety, and you have signed it. We'll return it after the DE signs it, and then the City can execute it.

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

City of Gulfport
 Project No. STP-9178-00(003)LPA/107512-701000
SUPPLEMENTAL AGREEMENT NO. 1

WHEREAS, WE, JLB Contractors, LLC, Contractor, and Zurich American Insurance Company, Surety, entered into a contract with the City of Gulfport, Mississippi, LPA, on the 10th day of July, for the construction of Federal Aid Project No. STP-9178-00(003)LPA/107512-701000, Harrison county; AND

WHEREAS: The Contractor and City of Gulfport agree that during the course of construction of this project it became necessary to add items of work to avoid unforeseen conflicts discovered during construction; AND

WHEREAS: The Contractor is due a time extension and monies due to added work and quantify adjustments; AND

WHEREAS: These changes, additional work and time extension are listed on the attached supplemental sheet(s); AND

WHEREAS: The contract provides that the contract time may be increased if it can be established that the extra work as of such character that required more time than is indicated by the money value; AND

NOW, THEREFORE, It is mutually agreed by all parties that 10 working days will be added to the project for this work, revising the total working days for the contract from 100 to 110, in accordance with Special Provisions 907-108-38 (see supplemental sheet for detailed justification of contract time adjustment). Work addressed herein will not be reconsidered for any increase in contract time. It is hereby mutually agreed by all parties concerned that the work will be accomplished under the following pay items and unit prices:

Pay Item No.	Description	Quantity	Unit	Unit Price	Extension
202-B191 S/A	Removal of Pipe, 8" and Above	100	LF	\$23.10	\$2,310.00
216-A001 S/A	Solid Sodding	1800	SY	\$6.00	\$10,800.00
603-CA056 S/A	36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	40	LF	\$105.66	\$4,226.40
603-CB006 S/A	36" Concrete End Section	1	EA	\$1650.00	\$1,650.00
603-CB008 S/A	48" Concrete End Section	2	EA	\$1800.00	\$3,600.00
815-B001 S/A	Grouted Rip Rap	165	SY	\$120.00	\$19,800.00
L00017/907-258-PP501 S/A	Pedestrian Guardrail, 36" Height	40	LF	\$180.00	\$7,200.00
Supplemental Agreement No. 1 Added Items Subtotal		\$49,586.40			
Total		\$49,586.40			

City of Gulfport
Project No. STP-9178-00(003)LPA/107512-701000
SUPPLEMENTAL AGREEMENT NO. 1

The original construction cost is \$1,113,011.50. Supplemental Agreement No. 1 will increase the original construction cost by \$49,586.40. The revised total construction cost is \$1,162,597.90.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

This Supplemental Agreement has been discussed with David Seyfarth, District LPA Coordinator, Greg Grondin, MDOT Construction Area Engineer, Gabe Faggard, District Construction Engineer and Lee Frederick, MDOT LPA Division.

City of Gulfport
Project No. STP-9178-00(003)LPA/107512-701000
SUPPLEMENTAL AGREEMENT NO. 1

JUSTIFICATION OF UNIT PRICES SUBMITTED:

The prices have been reviewed and compared to the Summary of Average Bid Prices provided by MDOT and similar projects. An allowable price range for the pay items was also provided by MDOT's Construction Division for the pay items. These unit prices were found to be fair and equitable.

(Note: Proposed prices for added work must be verified by Construction Division to be within the allowable range for comparable work)

Removal of Pipe, 8" and Above

The price submitted for this pay item was higher than the allowable range for comparable work. Therefore, the price as reduced to fall within the allowable range.

Solid Sodding

The price submitted for this pay item was higher than the allowable range for comparable work. Therefore, the price as reduced to fall within the allowable range.

36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets

The price submitted for this pay item was higher than the allowable range for comparable work. Therefore, the price as reduced to fall within the allowable range.

36" Concrete End Section

The price submitted for this pay item was found to be comparable of work on similar projects. The price was also within the allowable range comparable work.

48" Concrete End Section

The price submitted for this pay item was higher than the than prices on similar projects. During negotiations it was decided that the price be reduced to be within the allowable range and comparable with the price for 58"x36" Concrete End Section, which is in the contract.

Grouted Rip Rap

The price submitted for this pay item was higher than the allowable range for comparable work. Therefore, the price as reduced to fall within the allowable range.

Pedestrian Guardrail, 36" Height

An area of the project near Bridge 1 required the additional of a guardrail due to a large drop in elevation. In order to make this location safe, a guardrail had to be added. This guardrail is taller than the guardrail at the culvert extensions, therefore, it required a new pay item is added.

The unit prices of the added pay items were compared to the MDOT Summary Bid Prices and similar projects. These unit prices were found to be fair and equitable.

City of Gulfport
Project No. STP-9178-00(003)LPA/107812-701000
SUPPLEMENTAL AGREEMENT NO. 1

SUPPLEMENTAL SHEET

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED:

Removal of Pipe, 8" and Above

This pay item was necessary due to pipe encountered along the pathway which was in conflict. Also, grading and slope issues required pipe to be removed so that proper slopes can be maintained.

Solid Sodding

This pay item was added for areas where slopes are too steep for grassing.

36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets

Pipe shown to be extended on the plans call for 30" Reinforced Concrete Pipe, however, upon verification of pipe size it was found to be 36" Reinforced Concrete Pipe.

36" Concrete End Section

Pipe shown to be extended on the plans call for 30" Reinforced Concrete Pipe, however, upon verification of pipe size it was found to be 36" Reinforced Concrete Pipe. This pipe required an end section for a safe transition to existing grade.

48" Concrete End Section

This pipe was required to create a safe transition back to existing ground.

Grouted Rip Rap

A high velocity area of the project needed to be protected from scour due to 4, 66" culverts depositing water perpendicular to the pathway.

Pedestrian Guardrail, 36" Height

An area of the project near Bridge 1 required the additional of a guardrail due to a large drop in elevation. In order to make this location safe, a guardrail had to be added. This guardrail is taller than the guardrail at the culvert extensions, therefore, it required a new pay item is added.

City of Gulfport
Project No. STP-9178-00(003)LPA/107512-701000
SUPPLEMENTAL AGREEMENT NO. 1

NOW, THEREFORE, WE, JLB Contractors, LLC, Contractor, and Zurich American Insurance Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 14th day of Sept., 20 20

Zurich American Insurance Company
Surety
By: [Signature] 9-14-20
John G. Raines, Attorney-in-Fact Date

JLB Contractors, LLC
Contractor
[Signature] 9-14-2020
Date

RECOMMENDED FOR APPROVAL:

[Signature] 9/15/2020
LPA Project Engineer/Architect Date

[Signature] 09/16/20
MDOT District Engineer Date

APPROVED:

LPA OFFICIAL Date

* (concurrence only for Supplemental Agreements adding a "stand-alone" time extension or exceeding \$100,000)

City of Gulfport
Project No. STP-9178-00(003)LPA/107512-701000
SUPPLEMENTAL AGREEMENT NO. 1

DETAILED EXPLANATION OF NECESSITY OF TIME INVOLVED:
The original contract time is 100 Working Days. 10 additional working days have been added to the contract to account for the time required to complete the proposed work. The revised contract time is 110 Working Days.



Project Professional

LPA Official

City of Gulfport
 Project No. STP-9178-00(003)LPA/107612-701000
SUPPLEMENTAL AGREEMENT NO. 1

SUPPLEMENTAL SHEET

DETAIL EXPLANATION OF NECESSITY OF TIME INVOLVED:

The original contract time is 100 Working Days. Twenty-five (10) additional Working Days have been added to the contract to account for the time required to complete the proposed work. The revised contract time requires is 110 Working Days.

Pay Item No.	Description	Working Days Requested
202-B191	Removal of Pipe, 8" and Above	1
216-A001	Solid Sodding	2
603-CA056	36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	1
603-CB006	36" Concrete End Section	1
603-CB008	48" Concrete End Section	1
815-B001	Grouted Rip Rap	3
L00017/907-258-PP501	Pedestrian Guardrail, 36" Height	1
	Total Working Days	10

City of Gulfport
Project No. STP-9178-00(003)LPA/107512-701000
SUPPLEMENTAL AGREEMENT NO. 1
SUPPLEMENTAL SHEET

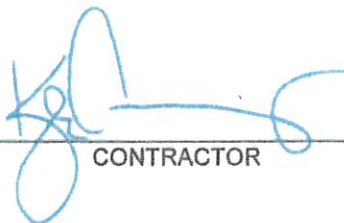
DETAIL ANALYSIS OF UNIT PRICES:

The prices have been reviewed and compared to the Summary of Average Bid Prices provided by MDOT and similar projects. An allowable price range for the pay items was also provided by MDOT's Construction Division for the pay items.

The prices submitted were within the allowable range for comparable work, therefore, no detailed breakdown of the proposed prices was necessary.

See attached sheets.

{Note: Prices found to be out of the allowable range for comparable work will require a detailed breakdown of the proposed price including individual breakdowns of labor, materials, and equipment.}



CONTRACTOR

{If additional space is needed use extra sheets.}

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 SUPPLEMENTAL AGREEMENT #2 TO CONTRACT WITH MORAN
HAULING, INC., FOR CONSTRUCTION SERVICES IN CONNECTION WITH THE
DEDEAUX ROAD WIDENING PHASE I IMPROVEMENTS PROJECT, TO AUTHORIZE THE
MAYOR TO EXECUTE SAID AGREEMENT AND FOR RELATED PURPOSES**

WHEREAS, Moran Hauling, Inc., was awarded the contract for construction services in connection with construction of the improvements along Dedeaux Road to widen it from two (2) lanes to four (4) lanes from the intersection of Three Rivers Road eastward to DeDe Drive; and

WHEREAS, certain and various changes to the contract as more fully set forth in the attached Supplemental Agreement #1 which is attached hereto as a part of Exhibit “A”, resulting in an INCREASE in contract days (121.47 working days) and no increase in costs; and

WHEREAS, approval of Supplemental Agreement #2 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 Supplemental Agreement #2 to the City’s contract with Moran Hauling, Inc., be and it is hereby approved in the form as is found in Exhibit “A” to this resolution, and the Mayor is, hereby, authorized to execute the same on behalf of the City of Gulfport.

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

SECTION 4. That the INCREASE in contract days 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

City of Gulfport, Mississippi
Project No STP-9370- 00(004)ILPA/104860-801000,
SUPPLEMENTAL AGREEMENT NO. 2

WHEREAS, WE, Moran Hauling, Inc., Contractor, and **U.S. Specialty Insurance Company**, Surety, entered into a contract with the **City of Gulfport, Mississippi**, LPA, on the 6th day of October, 2017, for the construction of Federal Aid Project No. STP-9370- 00(004)ILPA/104860-801000, Harrison County; AND

WHEREAS, the Contract provides for the Reconstruction of Dedeaux Road from Three Rivers Road to Dede Drive; and

WHEREAS: During the course of construction of this project, multiple areas of utility conflicts, field changes, differing site conditions and unanticipated delays were encountered; AND

WHEREAS: The Contractor has requested an additional 121.47 Working Days due to these delays. The request has been reviewed and found to be acceptable; AND

NOW, THEREFORE: Contract time will be added for the delays caused by utility conflicts, field changes, differing site conditions and unanticipated delays. As the contract currently allows for 160 working days (211 original contract + 9 working days per SA#1), an addition of 121.47 working days will result in a revised contract amount of 281.47 working days. It is mutually agreed that the above stated price and time extension is full and final compensation for all materials, equipment, labor, incidentals, and delays necessary to complete the work addressed herein. This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

This Supplemental Agreement has been discussed with the Sixth District (Faggard & Seyfarth), Construction Division (Grondin), and LPA Division (Frederick).

City of Gulfport, Mississippi
Project No STP-9370- 00(004)LPA/104860-801000,
SUPPLEMENTAL AGREEMENT NO. 2

NOW, THEREFORE, WE, Moran Hauling, Inc., Contractor, and U.S. Specialty Insurance Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and agree that this supplemental agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by the Supplemental Agreement.

Dated, this 14th day of September, 2020.

<u>U.S. Specialty Insurance Company</u> Surety By: <u>Kathleen B. Scarborough</u> 9/14/2020 (Signature) Kathleen B. Scarborough Date Attorney-in-Fact	<u>Moran Hauling, Inc.</u> Contractor <u>Donald Moran II</u> 9-14-20 (Signature) Donald Moran II Date Vice President
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RECOMMENDED FOR APPROVAL:

LPA Project Engineer/Architect Date

MDOT District Engineer Date

MDOT State Construction Engineer Date

MDOT Executive Director Date
for the Mississippi Transportation Commission

Book _____ Page _____

APPROVED:

LPA OFFICIAL Date
Honorable Billy Hewes
Mayor, City of Gulfport, MS



TOKIO MARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jim E. Brashier, Troy P. Wagener, Loren Richard Howell, Jr., Dewey B. Mason, Kathleen B. Scarborough,
Susan Skrmetta, John W. Nance

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (***unlimited***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



By: _____

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 14th day of September, 2020.

Corporate Seals

Bond No. 1001088193

Agency No. 17033



Kio Lo, Assistant Secretary

City of Gulfport, Mississippi
Project No STP-9370- 00(004)LPA/104860-801000,
SUPPLEMENTAL AGREEMENT NO. 2

SUPPLEMENTAL SHEET 1 of 1

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED:

While still under contract, Moran Hauling, Inc. claimed that they should not have been assessed liquidated damages on this project since various delays occurred for reasons beyond Moran Hauling's control. The City of Gulfport reached an agreement with Moran without admitting any fault or conceding Moran's claims, the City has reached a full and final resolution with Moran Hauling, Inc. that resolves these claims fully and finally closes out the project. Moran has submitted information that could be supportive of its request for additional work days. As part of this resolution, it was agreed that previously assessed liquidated damages would be canceled and a final payment in the amount of \$120,000.00 would be due to Moran.

LPA PROJECT ENGINEER
Robert K. Riemann, P.E.
Director of Engineering
City of Gulfport

LPA OFFICIAL
Honorable Billy Hewes
Mayor, City of Gulfport, MS

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE CITY OF GULFPORT BY AND THROUGH THE GULFPORT POLICE DEPARTMENT TO ACCEPT THE ALCOHOL AND DRUG IMPAIRED DRIVING GRANT NUMBER 154AL-2021-ST-21-41 AND TO AUTHORIZE EXECUTION OF ANY AND ALL DOCUMENTS AS MAY BE REQUIRED TO EFFECTUATE ACCEPTANCE OF THE GRANT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, by and through the City's Municipal Police Department, with authorization of the City Council, applied for the Alcohol and Drug Impaired Driving Grant number 154AL-2021-ST-21-41 and now seeks approval to accept the grant funds; and

WHEREAS, the Gulfport Police Department, as more fully set forth in the Memorandum of Police Chief Chris Ryle which is attached hereto as Exhibit "A" (with agreement attached thereto), has been awarded Alcohol and Drug Impaired Driving Grant number 154AL-2021-ST-21-41 which will assist the Gulfport Police Department in funding 100% of overtime and commodities (including a quarterly training luncheons) for programs intended to reduce the number of D.U.I. related injuries and fatalities through increased enforcement and enhanced officer training; and

WHEREAS, acceptance of the grant requires execution of certain documents, including the documents attached as a part of Exhibit "A" which must be signed by various city officials to effectuate the City's acceptance of the grant. .

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

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

Section 2. That the City of Gulfport, by and through the City's Police Department, be and it is hereby authorized to accept the Alcohol and Drug Impaired Driving Grant number

154AL-2021-ST-21-41 the details of which are more fully set forth in the Memorandum from the Police Chief Chris Ryle attached hereto as Exhibit “A” and that the Mayor and Chief of Police be, and they hereby are, authorized to execute the any and all documents as may be required to effectuate the City’s acceptance of the grants, including but not limited to the documents attached hereto as Exhibit “B”.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR

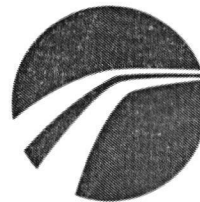
Memorandum

To: Mayor Billy Hewes
From: Chief Chris Ryle, Gulfport Police Department *CR*
Date: September 14, 2020
Re: Permission to Accept FY21 Alcohol & Drug Impaired Driving Grant

Please place the item described below on the next Council agenda.

Subject: Permission to accept the Alcohol Grant number 154AL-2021-ST-21-41 in the amount \$47,920.92.

Mississippi Department of Public Safety, Division of Public Safety Planning. Office of Highway Safety awarded the grant to the police department in an effort to reduce the number of D.U.I related injuries and fatalities through increased enforcement and enhanced officer training. The grant provides funding for 100% of the overtime. The goal of this project is to prevent injuries and fatalities thereby making streets of Gulfport safer.



MISSISSIPPI
Office of Highway Safety

August 10, 2020

Billy Hewes, Mayor
City of Gulfport
Gulfport Police Department
2220 15th Street
Gulfport, MS 39501

Project Number: 154AL-2021-ST-21-41 Conditional
Funding Source and Title: 154 Alcohol

Dear Billy Hewes:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and **Gulfport Police Department** Grant Agreement for the Fiscal Year 2021. Your agency has been approved for **154 Alcohol** funding, in the amount of **\$47,920.92**, pending final review and approval by NHTSA in the FY21 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.) and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement, will be provided to the agency after the required Grant Implementation meeting.

All FY21 grant activities begin October 1, 2020 and must be concluded by September 30, 2021. In addition, the FY21 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2021.

Please thoroughly read the Fiscal Control and Fund Accounting Procedures, Grant Agreement, Certifications and Assurances, as changes have been made for FY21. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on September 4, 2020.** Please make sure that you complete items 1-9 in their entirety and all documents are an original signature signed in BLUE ink by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. MOHS Fiscal Control and Fund Accounting Procedures
2. Signature Page
3. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
4. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
5. Assurance of Understanding Requirement for Sub-grantees
6. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
7. Designation of Secondary Signatory Official Form (If Applicable)
8. Enclose a copy of your agency's leave policy (policy should include personal, vacation, sick, holiday, and military leave)
9. Enclose a copy of your agency's overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2020–September 30, 2021)

Mississippi Office of Highway Safety 1025 Northpark Drive, Ridgeland, Mississippi 39157

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

Mississippi Office of Highway Safety
Attn: Kimberly Harris, Office Manager
1025 Northpark Drive
Ridgeland, MS 39157

Please feel free to contact me at tspeech@dps.ms.gov or 601-977-3747 if you should have any questions concerning the completion of the grant agreement.

Sincerely,

Tenicia Speech

Tenicia Speech, Bureau Director
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning



MISSISSIPPI
Office of Highway Safety

August 10, 2020

Billy Hewes, Mayor
City of Gulfport
Gulfport Police Department
2220 15th Street
Gulfport, MS 39501

Project Number: 154AL-2021-ST-21-41 Conditional
Funding Source and Title: 154 Alcohol

Dear Billy Hewes:

The City of Gulfport / Gulfport Police Department FY21 Grant Agreement is being awarded on “**conditional status**” due to the following:

- Audit findings listed in the Audit Report

The conditional status was placed on the grant after completing an FY21 MOHS Risk Assessment and review of your agency's Audit Report submitted with the grant application. Additional project monitoring and technical assistance will be provided to ensure compliance of federal and state guidelines as outlined in your Grant Agreement. The grant will remain with a “conditional status” until the audit findings are removed.

If you should have any questions or wish to discuss the “conditional status” of this Grant Agreement, please contact me at 601-977-3747 or tspeech@dps.ms.gov.

Sincerely,

Tenicia Speech

Tenicia Speech, Bureau Director
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

Cc: Helen Porter, MOHS Director

Mississippi Office of Highway Safety 1025 Northpark Drive, Ridgeland, Mississippi 39157

Mississippi Office of Highway Safety Fiscal Control and Fund Accounting Procedures

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources, and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The right to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.336). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

FY21 MOHS GRANT AGREEMENT

MS Office of Highway Safety

1025 Northpark Drive

Ridgeland, MS 39157

Phone: (601) 977-3700; Fax: (601) 977-3701

1. Sub-grantee's Name & Mailing Address: City of Gulfport Gulfport Police Department 2220 15th Street Gulfport, MS 39501 Telephone Number: (228) 868-5964 Fax: (228) 868-5905 E-Mail: lpapania@gulfport-ms.gov		2. Effective Date of Grant: October 1, 2020 3. Subgrant Number: 154AL-2021-ST-21-41 Conditional 4. Grant Identifier (Funding Source & Year): 154 Alcohol FY21 5. Beginning and Ending Dates: October 1, 2020 – September 30, 2021 6. Subgrant Payment Method: <u> X </u> Cost Reimbursement Method	
7. CFDA # - 20.607		8. DUNS # - 083441931	
10. A:FAIN #: 69A37518300001540MSA 69A37519300001540MSA		11.A: Initial Federal Award Date: 5/2/2018 4/17/2019	
10.B. Federal Awarding Agency: NHTSA		11.B: Secondary Federal Award Date: 12. Research and Development Grant: ___ Yes <u> X </u> No Continuation Grant: <u> X </u> Yes ___ No	
13. The following funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$47,920.92	(1) Federal	\$47,920.92
(2) Personal Services-Fringe	\$0.00	(2) State	
(3) Contractual Services	\$0.00	(3) Local	
(4) Travel	\$0.00	(4) Other	
(5) Equipment	\$0.00	Total:	\$47,920.92
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Indirect Costs	\$0.00	Number of Grants: 2	154AL
			402PT
TOTAL	\$47,920.92	TOTAL:	\$47,920.92
			\$14,881.60
			\$62,802.52
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable) All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.			
14. Approved for Grantee: Signature _____ Date _____ Name: Helen Porter Title: Office Director, MS Office of Highway Safety		15. Approved for Sub-Grantee: Signature _____ Date _____ Name: Billy Hewes Title: Mayor, City of Gulfport	

FY21 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the DUI program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY21.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources based on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries (Individual Officer and part-time) that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaign during the blitz campaigns.

FY21 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Gulfport / Gulfport Police Department

List the target(s) that the Sub-Grantee will accomplish during the FY21 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of Gulfport Police Department will reduce the number of alcohol related fatalities from 3 in 2018 to 1 by the end of 2021.

The jurisdiction/agency of Gulfport Police Department will reduce the number of alcohol related injuries from 18 in 2018 to 16 by the end of 2021.

Performance Measures:

Increase the number of grant funded DUI Arrest from 293 in FY19 to 294 in FY21.

Strategies:

Select or Hire Individual Officer

Overtime Enforcement

4 Checkpoints

4 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced DUI enforcement:

Drive Sober or Get Pulled Over – Christmas/ New Year's

Drive Sober or Get Pulled Over – Labor Day

Participate in the State blitz campaigns with enhanced DUI enforcement: Super Bowl, Memorial Day, 4th of July

FY21 MOHS TASKS BY QUARTERS

AGENCY NAME: City of Gulfport / Gulfport Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of 74 DUI Arrest citations during quarter, to reach a goal of 294 for FY2021.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 1st Quarter: \$11,980.23

FY21 MOHS TASK BY QUARTERS

AGENCY NAME: City of Gulfport / Gulfport Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of 73 DUI Arrest citations during quarter, to reach a goal of 294 for FY2021.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 2nd Quarter: \$11,980.23

FY21 MOHS TASK BY QUARTERS

AGENCY NAME: City of Gulfport / Gulfport Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of 73 DUI Arrest citations during quarter, to reach a goal of 294 for FY2021.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Memorial Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 3rd Quarter: \$11,980.23

FY21 MOHS TASK BY QUARTERS

AGENCY NAME: City of Gulfport / Gulfport Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of 74 DUI Arrest citations during quarter, to reach a goal of 294 for FY2021.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over State 4th of July and national Labor Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 4th Quarter: \$11,980.23

FY21 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Gulfport / Gulfport Police Department					
2. Subgrant Number: 154AL-2021-ST-21-41		3. Grant ID: 154 Alcohol		4. Beginning: October 1, 2020	
5. Ending: September 30, 2021					
6. Activity: DUI Enforcement					
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget			
		Federal	All Other	Total	
Personal Services-Salary	Individual Officer @ approx. \$20.8843 X @ approx. 2080 hours = \$43,439.34	\$47,920.92		\$47,920.92	
	Officers over-time or regular time above and beyond normal work hours @ approx. \$34.2654 X @ approx. 117 hours = \$4,009.05 not to exceed \$4,000.00				
	Dispatcher over-time or regular time above and beyond normal work hours @ approx. \$24.079 X @ approx. 20 hours = \$481.58				
	Total Salaries= \$47,920.92				
TOTALS		\$47,920.92		\$47,920.92	

Mississippi Office of Highway Safety

FY21 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.336, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and Sub-Grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
- D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

- E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.
- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project **(Close of Business (COB) November 15th)**. Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.

- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of \$5,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

- A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
 - Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded **in state travel** requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
- B. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- C. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- D. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- E. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the

Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.

- F. Sub-Grantee **must complete** the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the costs of the project described in the award. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**
- G. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- H. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal, vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Fiscal Control and Fund Accounting Procedures
 - Pursuit Policy (Law Enforcement Only)
 - In-Direct Cost Agreement (If Applicable)
- I. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- J. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- K. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- L. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the

nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.

- The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
- Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are **not allowable** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|--------------------------|
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor Covering | • Draperies and Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |

- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock

funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).

- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for police officers attending drug recognition expert training.

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.474 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.474).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are not allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and

(3) Mobile video systems.

- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are not allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training must be included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS will not reimburse for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is not allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any

State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal

government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL)

Coordination and High Visibility Enforcement (HVE) Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-Grantees Only)**
2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-Grantees Only)**
3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.

4. Sub-Grantee **must** engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.
7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
 - ☐ Alcohol/ drug impaired driving violations;
 - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
 - ☐ Any other documented alcohol/ drug related vehicular incidents;
 - ☐ Citation data related to restrained and unrestrained occupants;
 - ☐ Unusual incidents of unbelted crashes/fatalities
 - ☐ Seatbelt/Child restraint violations;
 - ☐ Unusual incidents of teen crashes/fatalities; and
 - ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance

(Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154) funds, and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired Enforcement must comply with the following:

1. Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
 - Individual DUI/Impaired Officer(s) shift hours **will include** 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday and Saturday.
 - Overtime hours for DUI/Impaired Enforcement **will include** 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday and Saturday.

If proper justification can be made regarding **other dates or time periods** within the jurisdiction for needed enforcement, a written request can be made to MOHS for consideration and approval. However, written approval **must** be given by MOHS prior to implementing hours and day of week outside the above shifts.

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. The Sub-Grantee **will engage** in national campaigns endorsed by the National Highway Traffic Safety Administration.
4. The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
5. The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
6. The Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

Occupant Protection/Police Traffic Services

High Visibility Enforcement (HVE)

Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service Enforcement must comply with the following:

1. Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
2. Sub-Grantee **will submit** forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.
3. Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The

agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE

CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of

pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, _____ (**Sub-Grantee Name**), I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, _____ (**Sub-Grantee Name**), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the _____
(Governing Body of Unit of Government)

Herein called the "SUB-GRANTEE" has thoroughly considered the problem addressed in the application (Program Source) **154 ALCOHOL** and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE _____
(Governing Body of Unit of Government)

IN THE JURISDICTION _____ **MISSISSIPPI, THIS** _____ **Day of**
_____, 20 _____ **AS**

FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. _____ is authorized to accept, on behalf of the
(Name and Title of Representative)
Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ _____ to be made to the Sub-Grantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY _____
(Chairman of Board/Mayor)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson _____ and, was duly adopted.

Date: _____

Seal (City/County Seal is required)

Attest: _____

By: _____

(Blue Ink)

Mississippi Office of Highway Safety Designation of Secondary Signatory Official

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the (agency/department name) _____ has authorized and approved (print designated secondary signatory official name) _____ to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: _____ Title: _____
(Designated Secondary Signatory Official)

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code: _____

Telephone Number: () _____ Cellular Number: () _____

Email Address: _____

Signature of Designated Secondary Signatory Official: _____

Appointed by Authorizing Official: _____ Date: _____
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: _____ Title: _____
(Authorizing Official)

FY21 Proposed Program Coordination:

If grant is awarded, please identify the following persons that will be working on grant activities and will be responsible for the grant. **NOTE: The signatory official is the Mayor, Board of Supervisors President, or Commissioner**

Name of Chief/Sheriff/Partner:	Name of Project Director:
Phone Number:	Phone Number:
Email Address:	Email Address:

Name of Financial Manager:	Name of Signatory Official:
Phone Number:	Phone Number:
Email Address:	Email Address:

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

A RESOLUTION BY THE GULFPORT CITY COUNCIL AUTHORIZING THE CITY OF GULFPORT TO ACCEPT NHTSA POLICE TRAFFIC SERVICES GRANT (PT-2021-PT-21-41) AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS AS MAY BE REQUIRED TO ACCEPT AND ADMINISTER THE GRANT, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport, by and through the City of Gulfport Police Department, was granted permission and authorization by the City Council to apply for a grant through the State of Mississippi, Department of Public Safety, Division of Public Safety Planning, Office of Highway Safety or funding for personnel services; and

WHEREAS, the authorized grant application was submitted, and the City has recently been advised that the City is the recipient of a NHTSA Police Traffic Services Grant (PT-2021-PT-21-41) in the amount of \$14,881.60 which will provide funding for the costs associated with traffic officers as more fully set forth in the memorandum from Chris Ryle, Police Chief, which is attached hereto as Exhibit “A”; and

WHEREAS, the City of Gulfport seeks authorization of the City Council to accept the aforementioned grant and seeks authorization for the Mayor to execute those documents as may be required to accept and administer the grant.

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

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

Section 2. That the City of Gulfport be and it is hereby authorized to accept the NHTSA Police Traffic Services Grant (PT-2021-PT-21-41) in the amount of \$14,881.60 the details of which are more fully set forth in the Memorandum from Police Chief Chris Ryle, attached hereto as Exhibit “A” and the Mayor be and hereby is authorized to execute any and all documents as

may be required to accept and administer the grant, including the document attached hereto as Exhibit "A".

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

APPROVED:

MAYOR

Memorandum

To: Mayor Billy Hewes
From: Chief Chris Ryle, Gulfport Police Department *CR*
Date: September 14, 2020
Re: Permission to Accept FY21 Police Traffic Services

Please place the item described below on the next Council agenda.

Subject: Permission to accept the Police Traffic Services Grant number PT-2021-PT-21-41 in the amount \$14,881.60.

Mississippi Department of Public Safety, Division of Public Safety Planning. Office of Highway Safety awarded the grant to the police department in an effort to improve the use of seatbelt, child restraint and speeding in the city. The grant provides funding for 100% of the overtime and commodities on this project. The goal of this project is to prevent injuries and fatalities thereby making streets of Gulfport safer.



MISSISSIPPI
Office of Highway Safety

August 10, 2020

Billy Hewes, Mayor
City of Gulfport
Gulfport Police Department
2220 15th Street
Gulfport, MS 39501

Project Number: PT-2021-PT-21-41 Conditional
Funding Source and Title: 402 Police Traffic Services

Dear Billy Hewes:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and **Gulfport Police Department** Grant Agreement for the Fiscal Year 2021. Your agency has been approved for **402 Police Traffic Services** funding, in the amount of **\$14,881.60**, pending final review and approval by NHTSA in the FY21 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.) and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement, will be provided to the agency after the required Grant Implementation meeting.

All FY21 grant activities begin October 1, 2020 and must be concluded by September 30, 2021. In addition, the FY21 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2021.

Please thoroughly read the Fiscal Control and Fund Accounting Procedures, Grant Agreement, Certifications and Assurances, as changes have been made for FY21. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on September 4, 2020.** Please make sure that you complete items 1-9 in their entirety and all documents are an original signature signed in BLUE ink by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. MOHS Fiscal Control and Fund Accounting Procedures
2. Signature Page
3. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
4. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
5. Assurance of Understanding Requirement for Sub-grantees
6. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
7. Designation of Secondary Signatory Official Form (If Applicable)
8. Enclose a copy of your agency's leave policy (policy should include personal, vacation, sick, holiday, and military leave)
9. Enclose a copy of your agency's overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2020–September 30, 2021)

Mississippi Office of Highway Safety 1025 Northpark Drive, Ridgeland, Mississippi 39157

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

Mississippi Office of Highway Safety
Attn: Kimberly Harris, Office Manager
1025 Northpark Drive
Ridgeland, MS 39157

Please feel free to contact me at tspeech@dps.ms.gov or 601-977-3747 if you should have any questions concerning the completion of the grant agreement.

Sincerely,

Tenicia Speech

Tenicia Speech, Bureau Director
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

Mississippi Office of Highway Safety 1025 Northpark Drive, Ridgeland, Mississippi 39157



August 10, 2020

Billy Hewes, Mayor
City of Gulfport
Gulfport Police Department
2220 15th Street
Gulfport, MS 39501

Project Number: PT-2021-PT-21-41 Conditional
Funding Source and Title: 402 Police Traffic Services

Dear Billy Hewes:

The City of Gulfport / Gulfport Police Department FY21 Grant Agreement is being awarded on “conditional status” due to the following:

- Audit findings listed in the Audit Report

The conditional status was placed on the grant after completing an FY21 MOHS Risk Assessment and review of your agency’s Audit Report submitted with the grant application. Additional project monitoring and technical assistance will be provided to ensure compliance of federal and state guidelines as outlined in your Grant Agreement. The grant will remain with a “conditional status” until the audit findings are removed.

If you should have any questions or wish to discuss the “conditional status” of this Grant Agreement, please contact me at 601-977-3747 or tspeech@dps.ms.gov.

Sincerely,

Tenicia Speech

Tenicia Speech, Bureau Director
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

Cc: Helen Porter, MOHS Director

Mississippi Office of Highway Safety 1025 Northpark Drive, Ridgeland, Mississippi 39157

Mississippi Office of Highway Safety Fiscal Control and Fund Accounting Procedures

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources, and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The right to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.336). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

FY21 MOHS GRANT AGREEMENT

MS Office of Highway Safety

1025 Northpark Drive

Ridgeland, MS 39157

Phone: (601) 977-3700; Fax: (601) 977-3701

1. Sub-grantee's Name & Mailing Address: City of Gulfport Gulfport Police Department 2220 15th Street Gulfport, MS 39501 Telephone Number: (228) 868-5964 Fax: (228) 868-5905 E-Mail: lpapania@gulfport-ms.gov		2. Effective Date of Grant: October 1, 2020			
		3. Subgrant Number: PT-2021-PT-21-41 Conditional			
		4. Grant Identifier (Funding Source & Year): 402 Police Traffic Services FY21			
		5. Beginning and Ending Dates: October 1, 2020 – September 30, 2021			
		6. Subgrant Payment Method: <u> X </u> Cost Reimbursement Method			
7. CFDA # - 20.600		8. DUNS # - 083441931		9. Congressional District: 4	
10. A:FAIN #: 18X9204020MS17 69A37518300004020MS0		11.A: Initial Federal Award Date: 11/3/2016 11/22/2017		11.C: Additional Federal Award Date:	
10.B. Federal Awarding Agency: NHTSA		11.B: Secondary Federal Award Date:		12. Research and Development Grant: ____ Yes <u> X </u> No Continuation Grant: <u> X </u> Yes ____ No	
13. The following funds are obligated:					
A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	\$14,881.60	(1) Federal	\$14,881.60		
(2) Personal Services-Fringe	\$0.00	(2) State			
(3) Contractual Services	\$0.00	(3) Local			
(4) Travel	\$0.00	(4) Other			
(5) Equipment	\$0.00	Total:	\$14,881.60		
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Indirect Costs	\$0.00	Number of Grants: 2	402PT	154AL	TOTAL
TOTAL	\$14,881.60	TOTAL:	\$14,881.60	\$47,920.92	\$62,802.52
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable) All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.					
14. Approved for Grantee:			15. Approved for Sub-Grantee:		
Signature _____ Date _____ Name: Helen Porter Title: Office Director, MS Office of Highway Safety			Signature _____ Date _____ Name: Billy Hewes Title: Mayor, City of Gulfport		

FY21 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the PTS program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY21.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources based on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries (part-time) that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaign during the blitz campaigns.

FY21 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: City of Gulfport / Gulfport Police Department

List the target(s) that the Sub-Grantee will accomplish during the FY21 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):

The jurisdiction/agency of Gulfport Police Department will reduce the number of unbelted fatalities from 2 in 2018 to 1 by the end of 2021.

The jurisdiction/agency of Gulfport Police Department will reduce the number of unbelted injuries from 94 in 2018 to 93 by the end of 2021.

The jurisdiction/agency of Gulfport Police Department will maintain the number of speed related fatalities from 0 2018 to 0 by the end of 2021.

The jurisdiction/agency of Gulfport Police Department will maintain the number of speed related injuries from 0 2018 to 0 by the end of 2021.

Performance Measures:

Increase the number of grant funded Seat Belt citations from 247 in FY19 to 250 in FY21.

Maintain the number of grant funded Child Restraint citations from 33 in FY19 to 33 in FY21.

Increase the number of grant funded Speed citations from 799 in FY19 to 800 in FY21.

Strategies:

Overtime Enforcement

4 Checkpoints

4 Saturation Patrols

Generate Earned Media

Publicize patrol activities results (after occurrence)

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced PT enforcement: Click It or Ticket – Memorial Day

Participate in the State blitz campaigns with enhanced PT enforcement: Christmas/New Year's, Super Bowl,
4th of July , Labor Day

FY21 MOHS TASKS BY QUARTERS

AGENCY NAME: City of Gulfport / Gulfport Police Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of 62 Seat Belt citations during quarter, to reach a goal of 250 for FY2021.

Issue a minimum of 8 Child Restraint citations during quarter, to reach a goal of 33 for FY2021.

Issue a minimum of 200 Speed citations during quarter, to reach a goal of 800 for FY2021.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Christmas/New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations

Projected Expenditures for 1st Quarter: \$3,720.40

FY21 MOHS TASK BY QUARTERS

AGENCY NAME: City of Gulfport / Gulfport Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of 62 Seat Belt citations during quarter, to reach a goal of 250 for FY2021.

Issue a minimum of 8 Child Restraint citations during quarter, to reach a goal of 33 for FY2021.

Issue a minimum of 200 Speed citations during quarter, to reach a goal of 800 for FY2021.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State New Year's blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 2nd Quarter: \$3,720.40

FY21 MOHS TASK BY QUARTERS

AGENCY NAME: City of Gulfport / Gulfport Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

3RD QUARTER (APRIL, MAY & JUNE)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of 63 Seat Belt citations during quarter, to reach a goal of 250 for FY2021.

Issue a minimum of 9 Child Restraint citations during quarter, to reach a goal of 33 for FY2021.

Issue a minimum of 200 Speed citations during quarter, to reach a goal of 800 for FY2021.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the National Click It or Ticket Memorial Day blitz campaign with enhanced PT enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 3rd Quarter: \$3,720.40

FY21 MOHS TASK BY QUARTERS

AGENCY NAME: City of Gulfport / Gulfport Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than 1 checkpoints during quarter.

Conduct not less than 1 saturation patrols during quarter.

Issue a minimum of 63 Seat Belt citations during quarter, to reach a goal of 250 for FY2021.

Issue a minimum of 8 Child Restraint citations during quarter, to reach a goal of 33 for FY2021.

Issue a minimum of 200 Speed citations during quarter, to reach a goal of 800 for FY2021.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State 4th of July and Labor Day blitz campaign with enhanced PT and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 4th Quarter: \$3,720.40

FY21 Mississippi Office of Highway Safety-Cost Summary Support Sheet									
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1. Applicant Agency: City of Gulfport / Gulfport Police Department				
2. Subgrant Number: PT-2021-PT-21-41		3. Grant ID: 402 Police Traffic Services	4. Beginning: October 1, 2020	5. Ending: September 30, 2021
6. Activity: Police Traffic Services Enforcement				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Officers over-time or regular time above and beyond normal work hours @ approx. \$29.9241 X @ approx. 485 hours = \$14,513.19 not to exceed \$14,400.00 Dispatcher over-time or regular time above and beyond normal work hours @ approx. \$24.08 X @ approx. 20 hours = \$481.60 Total Salaries = \$14,881.60	\$14,881.60		\$14,881.60
		TOTALS	\$14,881.60	\$14,881.60

Mississippi Office of Highway Safety

FY21 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.
- C. It is also understood, pursuant to 2 CFR 200.336, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and Sub-Grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
- D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

- E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.
- F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project (**Close of Business (COB) November 15th**). Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.

- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of \$5,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

- A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
 - Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - All federal funded **in state travel** requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
 - In State Travel - Meals can only be claimed with an overnight hotel stay.
- B. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.
- C. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.
- D. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.
- E. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the

Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.

- F. Sub-Grantee **must complete** the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the costs of the project described in the award. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**
- G. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
 - Warning citation policy (If Applicable);
 - Pursuit policy (Must Retain a Copy);
 - Checkpoint policy (If Applicable);
 - Saturation patrol policy (If Applicable); and
 - DUI enforcement policy (If Applicable)
 - Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)
- H. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
 - Agency Leave policy (personal, vacation, sick, holiday, and military); and
 - Agency Overtime Policy
 - Fiscal Control and Fund Accounting Procedures
 - Pursuit Policy (Law Enforcement Only)
 - In-Direct Cost Agreement (If Applicable)
- I. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.
- J. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding \$1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.
- K. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.
- L. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the

nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.

- The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
- Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are **not allowable** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

- | | | |
|-------------|------------------|--------------------------|
| • Chair | • Bookcase | • Portable Partition |
| • Table | • Filing Cabinet | • Picture, Wall Clock |
| • Shelving | • Floor Covering | • Draperies and Hardware |
| • Coat Rack | • Office Planter | • Fixed Lighting/Lamp |

- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock

funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).

- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for police officers attending drug recognition expert training.

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.474 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.474).
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are not allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding \$5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
 - (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
 - (2) Alcohol testing; and

(3) Mobile video systems.

- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are not allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training must be included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS will not reimburse for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is not allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
 “During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any

FY21 MOHS Grant Agreement

State or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (<https://www.sam.gov>)
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal

government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL)

Coordination and High Visibility Enforcement (HVE) Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-Grantees Only)**
2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-Grantees Only)**
3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.

4. Sub-Grantee **must** engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.
6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.
7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
 - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
 - ☐ Alcohol/ drug impaired driving violations;
 - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
 - ☐ Any other documented alcohol/ drug related vehicular incidents;
 - ☐ Citation data related to restrained and unrestrained occupants;
 - ☐ Unusual incidents of unbelted crashes/fatalities
 - ☐ Seatbelt/Child restraint violations;
 - ☐ Unusual incidents of teen crashes/fatalities; and
 - ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance

(Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154) funds, and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired Enforcement must comply with the following:

1. Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.
 - Individual DUI/Impaired Officer(s) shift hours **will include** 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday and Saturday.
 - Overtime hours for DUI/Impaired Enforcement **will include** 4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday and Saturday.

If proper justification can be made regarding **other dates or time periods** within the jurisdiction for needed enforcement, a written request can be made to MOHS for consideration and approval. However, written approval **must** be given by MOHS prior to implementing hours and day of week outside the above shifts.

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.
3. The Sub-Grantee **will engage** in national campaigns endorsed by the National Highway Traffic Safety Administration.
4. The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.
5. The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.
6. The Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE)

Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service Enforcement must comply with the following:

1. Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.
2. Sub-Grantee **will submit** forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.
3. Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The

agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE

CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of

pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, _____ (Sub-Grantee Name), I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, _____ (Sub-Grantee Name), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Print Authorizing Official's Name

Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the _____
(Governing Body of Unit of Government)

Herein, called the "SUB-GRANTEE" has thoroughly considered the problem addressed in the application (Program Source) **402 POLICE TRAFFIC SERVICES** and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE _____
(Governing Body of Unit of Government)

IN THE JURISDICTION _____ MISSISSIPPI, THIS _____ Day of _____, 20 _____ AS

FOLLOWS:

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. _____ is authorized to accept, on behalf of the
(Name and Title of Representative)
Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of \$ _____ to be made to the Sub-Grantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)

DONE AND ORDERED IN OPEN MEETING BY _____
(Chairman of Board/Mayor)

Alderman/Councilperson _____ offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson _____ and, was duly adopted.

Date: _____

Seal (City/County Seal is required)

Attest: _____

By: _____
(Blue Ink)

**Mississippi Office of Highway Safety
Designation of Secondary Signatory Official**

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the (agency/department name) _____ has authorized and approved (print designated secondary signatory official name) _____ to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: _____ Title: _____
(Designated Secondary Signatory Official)

Organization Name: _____

Mailing Address: _____

City: _____ Zip Code: _____

Telephone Number: () _____ Cellular Number: () _____

Email Address: _____

Signature of Designated Secondary Signatory Official: _____

Appointed by Authorizing Official: _____ Date: _____
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: _____ Title: _____
(Authorizing Official)

FY21 Proposed Program Coordination:

If grant is awarded, please identify the following persons that will be working on grant activities and will be responsible for the grant. **NOTE: The signatory official is the Mayor, Board of Supervisors President, or Commissioner**

Name of Chief/Sheriff/Partner:	Name of Project Director:
Phone Number:	Phone Number:
Email Address:	Email Address:

Name of Financial Manager:	Name of Signatory Official:
Phone Number:	Phone Number:
Email Address:	Email Address:

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 REQUEST FOR ACQUISITION OF DRUG FORFEITED VEHICLES
FROM THE U.S. DEPARTMENT OF JUSTICE/DRUG ENFORCEMENT
ADMINISTRATION, AUTHORIZE PAYMENT OF 20% OF THE VALUE OF THE
VEHICLE, AUTHORIZE EXECUTION OF ANY AND ALL DOCUMENTS NEEDED
TO EFFECTUATE THE SAID ACQUISITION, AND FOR RELATED PURPOSES**

WHEREAS, Drug Enforcement Administration (DEA) Task Force Officer (TFO) Adam Gibbons is a full time employee of the City of Gulfport and its Police Department; and

WHEREAS, TFO Adam Gibbons has been the lead agent of over several cases and assets, including vehicles, have been seized in a number of those cases; and

WHEREAS, the City of Gulfport, by and through its Police Department desires to request that certain seized vehicles be forfeited to the City of Gulfport (at a cost to the City of 20% of the value of the vehicle, which funds shall be paid out of the federal asset forfeiture account) with said vehicles to be used by the Police Department as undercover vehicle; and

WHEREAS, the DEA requires official requests from the City of Gulfport and TFO Gibbons prior to releasing the subject vehicles to the City of Gulfport and the Gulfport Police Department.

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

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

SECTION 2. That the Mayor, Police Chief and TFO Gibbons be and they are hereby authorized to submit requests to the DEA for the following vehicles (identified by VIN):

A. 1HGCT2B88DA009470

B. 2GCEC13C081173655

C. 1FTFW1R60EFC42071

D. WMWSU3C51BT182327

and are authorized to execute any and all document required to make said requests.

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

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 TO APPROVE THE TEMPORARY CLOSURE OF MUNICIPAL
RIGHT OF WAY FOR A LIMITED PERIOD FOR A PUBLIC PURPOSE OR EVENT,
AND FOR RELATED PURPOSES**

WHEREAS, Miss. Code Ann. § 21-19-15 provides that “[t]he governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality and to prevent injury to, destruction of, or interference with public or private property”; and

WHEREAS, pursuant, therefore to Miss. Code Ann. § 21-19-15 and numerous Mississippi Attorney General opinions concerning the same, the City of Gulfport, Mississippi, may temporary close a municipal right of way for public purposes and/or public events, in order to preserve “good order” and prevent damage to public or private property, so long as alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, from time to time, public events are held around the City, including the event which is the subject of the street closure request letter/memo attached hereto as Exhibit A, which require temporary closure of a public street in order to preserve “good order” and prevent damage to public or private property and where alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, the street closure request letter/memo contains specific and necessary information regarding the portion of public rights of way to be closed temporarily, and the date/s and time/s of said closure, including closure to parked vehicles, so as to allow the City to make an informed decision about the need for the closure; and

WHEREAS, the Mayor and City Council are of the opinion that the right of way closure, including closure to parked vehicles, requested in Exhibit “A” hereto is in the best interest of the City so as to preserve “good order” and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas are available to the public.

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

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

SECTION 2. That the portion of street identified in Exhibit “A” hereto shall be closed for the date/times identified in Exhibit “A” (or for other city approved date/times as may be required due to rescheduling of the event due to weather or other unforeseen circumstances), including to parked vehicles, in order to preserve “good order” and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas shall be made available to the public.

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

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

AYES

NAYS

ABSENT

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



September 22, 2020

RE: Road Closure information for the 11th Annual View the Cruise

We are requesting approval for road closures for the 11th Annual View the Cruise as follows:

Sunday October 4 - 5:00 a.m. to 6:00 p.m. This date includes no other vehicular traffic allowed except for classic/exotic vehicles, classic motorcycles & permitted vehicles.

A map is attached to this request.

Highway 49/25th Avenue heading South, no thru traffic past 17th St.

Highway 49 (north & south) between Highway 90 & the RR will be closed to all vehicular traffic **EXCEPT** Classic Cars, Vintage Motorcycles & Exotic Cars & emergency vehicles.

Northbound traffic will be directed to use 30th Ave from Highway 90 to all points north.

14th St from 28th Ave to 23rd Ave will be closed to all vehicular traffic **EXCEPT** Classic Cars, Vintage Motorcycles & emergency vehicles.

13th St from 28th Ave to 24th Ave will be closed to all vehicular traffic **EXCEPT** Classic Cars, Vintage Motorcycles & emergency vehicles.

North & south bound streets (27th, 26th, 24th & 23rd) will be closed to all vehicular traffic **EXCEPT** Classic Cars, Vintage Motorcycles & emergency vehicles

Scenic Drive East & West will be closed to all vehicular traffic **EXCEPT** Classic Cars, Vintage Motorcycles & emergency vehicles from Hwy 49 to 23rd Ave.

Thank you for your consideration,

Laurie Toups

Sincerely,
Laurie Toups
Gulfport Main Street



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 TO APPROVE THE TEMPORARY CLOSURE OF MUNICIPAL RIGHT OF WAY FOR A LIMITED PERIOD TO FACILITATE IMPROVEMENTS AT THE COMBAT READINESS TRAINING CENTER OF THE MISSISSIPPI NATIONAL GUARD, AND FOR RELATED PURPOSES

WHEREAS, *Miss. Code Ann.* § 21-19-15 provides that “[t]he governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality and to prevent injury to, destruction of, or interference with public or private property”; and

WHEREAS, pursuant, therefore, to *Miss. Code Ann.* § 21-19-15 and numerous Mississippi Attorney General opinions concerning the same, the City of Gulfport, Mississippi, may temporary close a municipal right of way for public purposes and/or public events, in order to preserve “good order” and prevent damage to public or private property, so long as alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, from time to time, public entities requires (in this case, the Mississippi National Guard) request closure of a municipal right of way to assist with public events and/or construction which require temporary closure of a public street in order to preserve “good order” and prevent damage to public or private property and where alternative means of ingress and egress to the affected areas are available to the public; and

WHEREAS, the street closure request from the Mississippi National Guard, to close a portion of the former Hewes Avenue from the date of this resolution from and through the entry of an order permanently vacating the right of way; and

WHEREAS, the Mayor and City Council are of the opinion that the right of way closure requested in Exhibit “A” hereto is in the best interest of the City so as to preserve “good order” and to prevent damage to public or private property and that alternative means of ingress/egress to the affected areas are available to the public.

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

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

SECTION 2. That the portion of street identified in Exhibit “A” hereto shall be closed on a temporary basis until such time as an order permanently vacating the right of way has been entered by a court of competent jurisdiction vacating the right of way or the right of way is otherwise vacated in order to preserve “good order” and to prevent damage to public or private property, that alternative means of ingress/egress to the affected areas shall be made available to the public, and that the Mississippi National Guard and/or the US Government, by and through its/their contractors, shall be authorized to make certain improvements in the area to be temporarily closed.

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

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

AYES

NAYS

ABSENT

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

(SEAL)

ATTEST:

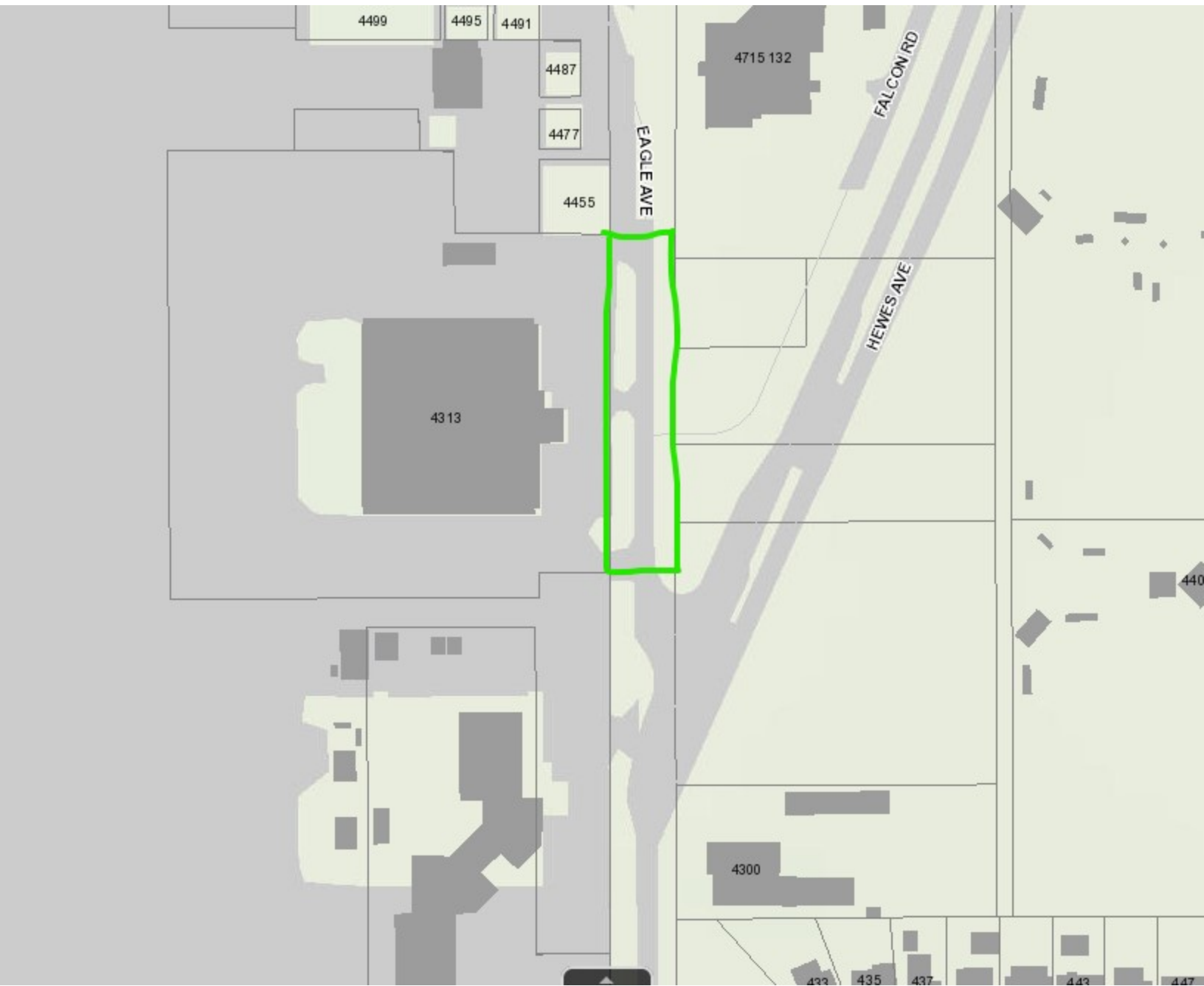
ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

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

MAYOR



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

**A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE
TO THE IMPACTS OF TROPICAL STORM/HURRICANE SALLY ON THE CITY OF
GULFPORT, AND FOR RELATED PURPOSES**

WHEREAS, by virtue of a Proclamation executed on Saturday, September 12, 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/Hurricane Sally and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about September 14-16, 2020; and

WHEREAS, further, due to said local/civil emergency, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and invoked emergency measures according to authority of Sec. 1-70 and Sec. 7-19, *Code of Ordinances of the City of Gulfport, Mississippi*; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need for continuing local emergency management and associated relief from Federal and State governments to prepare for

and respond to the impact and effects of Tropical Storm/Hurricane Sally, 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/Hurricane Sally.

SECTION 3. That a state of emergency (i.e., local and/or civil) 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 Mayor 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



**DEPARTMENT OF
LEISURE SERVICES**

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

Joseph T. Jones
1422 23rd Avenue
Gulfport, MS 39502

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

From: Gus Wesson, Director

Date: September 11, 2020

Re: Request Letter to Solicit and Accept Funds Donated For Cinema by the Shore Events

The 2021 Cinema by the Shore season will mark the ninth year that the Department of Leisure Services has hosted this event. This event series occurs every third Friday of the months of April through August each year. Sponsors are solicited to help offset the costs of the events to provide the event free of charge to the public.

The Gulf Coast Community Foundation had managed the funds for the last eight years, but they no longer have committee members to handle this function. The cost of the events for the season is approximately \$10,000. The funds pay for the costs of royalty rights for the movie, refreshments, marketing materials, and the activities prior to each movie.

Since the Foundation can no longer handle the funds function, we are requesting permission to solicit and accept the funds donated to be used for the 2021 Cinema by the Shore season.

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

Gus Wesson, Director

Memo

Gulfport Police Department

To: Travis Hart, Finance Manager
Cc: Chris Ryle, Chief of Police *CR*
From: Ayanna White, Assistant Grant Coordinator
Date: September 14, 2020
Re: Budget Amendment

Police Traffic Services

Grant Identifier: PT-2021-PT-2141 (October 1, 2020– September 30, 2021)

MS Department of Public Safety, Division of Public Safety, Office of Highway Safety.

Contact: Janniece James -601-977-3700

Line Item	Amount Awarded	Revenue
214-600400-Overtime	14,881.60	
010-214-450100- Revenue		14,881.60
Totals	14,881.60	14,881.60

Please place this item on the next City Council Agenda meeting, so that these funds may be expended according to all local, state and federal regulations.

Your consideration of this request is greatly appreciated.

City of Gulfport

Budget Amendment Request

Fund Name	General		Date	09/17/20
Department #	214		Budget Entry #	2020-97
Department Name	Police Department			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	131,200	710,988	14,882	857,070
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	-	-	-	-
Total	131,200	710,988	14,882	857,070
Revenue 214-450100	-	99,150	14,882	114,032

Upon the approval of MS Dept of Public Safety grant #154AL-2021-ST-21-41, it is requested that the above budget amendment be approved to budget such funds.

Amendment # 2020-97

Memo

Gulfport Police Department

To: Travis Hart, Finance Manager
Cc: Chris Ryle, Chief of Police
From: Ayanna White, Assistant Grant Coordinator
Date: September 14, 2020
Re: Budget Amendment

Alcohol DUI Enforcement (154AL)

Grant Identifier: 154AL-2021-ST-21-41

MS Department of Public Safety, Division of Public Safety, Office of Highway Safety.

Contact: Tenicia Speech (601) 977-3700

Line Item	Expenses	Revenue
214-600100-Salary	43,439.34	
214-600400-Overtime	4,481.58	
010-214-450100- Revenue		47,920.92
Totals	47,920.92	47,920.92

Please place this item on the City Council Agenda meeting.

City of Gulfport

Budget Amendment Request

Fund Name	General		Date	09/17/20
Department #	214		Budget Entry #	2020-98
Department Name	Police Department			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	131,200	725,870	43,439	900,509
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	-	-	-	-
Total	131,200	725,870	43,439	900,509
Revenue 214-450100	-	114,032	47,921	161,953

Upon the approval of MS Dept of Public Safety grant #PT-2021-PT-2141, it is requested that the above budget amendment be approved to budget such funds.

Amendment # 2020-98



MIKE BEYERSTEDT
Fire Chief

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5950
Fax: 228-868-5989

To: Gerard Bellocq, Comptroller
Travis Hart, Finance Manager
From: Mike Beyerstedt, Fire Chief
Date: September 17, 2020
Subject: Line Item Budget Amendment to Transfer Funds

Gulfport Fire Department
1515 23rd Avenue
Gulfport, MS 39501

The Gulfport Fire Department (290) is requesting a line item budget amendment to process a transfer of funds for the New Fire Station 9 project.

Group	Description	Object	Increase / Decrease	Amount
Supply Group	Operating Supplies	290-610700	Decrease	-\$15,000.00
Supply Group	Uniforms	290-612500	Decrease	-\$15,000.00
Other Services	Travel	290-626900	Decrease	-\$ 5,000.00
Capital Outlay	Capital	290-630100	Increase	\$35,000.00

Due to some tasks related to Fire Station 9 construction and outfitting not being completed by the FY2020 payment cutoff we are respectfully requesting these funds be transferred and the Capital Outlay group and then roll over from FY2020 to FY2021.

I am available if you have any questions on this request.

Sincerely,

Michael Beyerstedt
Fire Chief, City of Gulfport

City of Gulfport

Budget Amendment Request

Fund Name	General		Date	09/18/20
Department #	290		Budget Entry #	2020-99
Department Name	Fire Department			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	892,769	84,580	(30,000)	947,348
Other Services	589,116	(13,471)	(5,000)	570,645
Capital	428,151	13,885	35,000	477,037
Total	1,910,036	84,994	-	1,995,030

Due to tasks related to Fire Station 9 construction and outfitting not being completed by the FY2020 payment cutoff, we are respectfully requesting these funds be transferred to the Capital Outlay group and then roll over from FY2020 to FY2021.

Amendment # 2020-99



**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

WKM

Date: September 14, 2020

Subject: Budget Amendment to Increase Federal Funds for School Zone Traffic Safety Project

AMOUNT	TO
\$(42,056.00)	346-456702-25000 (School Zone Traffic Safety – Revenue Account)
\$42,056.00	346-630100-25000 (School Zone Traffic Safety – Expense Account)
\$42,056.00	TOTAL GRPC Funds Added
<i>\$0.00</i>	<i>Total City Funds</i>

The Department of Public Works is requesting a total increase of \$42,056.00 in Federal Funds as approved by the Gulf Regional Planning Commission for additional work on the School Zone Traffic Safety project.

August 12, 2020 the Gulf Regional Planning Commission approved an increase in Federal Funds of \$42,056.00 to cover unforeseen rises in equipment costs related to the School Zone Traffic Safety project. As this is a safety project, it is eligible for 100% federal funding and therefore requires no city match.

The previous federal allocation to the project was \$210,278.00, so the increase referenced above will bring the project total allocation to \$252,334.00.

I hereby recommend this budget amendment.

Please place on the September 22, 2020 City Council Agenda.

City of Gulfport

Budget Amendment Request

Fund Name	Capital Projects		Date	09/17/20
Department #	346		Budget Entry #	2020-100
Department Name	Public Works			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	5,617,407	20,780,651	42,056	26,440,115
Total	5,617,407	20,780,651	42,056	26,440,115
Revenue 346-456702	-	210,278	42,056	252,334

The Department of Public Works is requesting a total increase of \$42,056.00 in Federal Funds as approved by the Gulf Regional Commission for additional work on the School Zone Traffic Safety Project.

Amendment # 2020-100

MEMORANDUM – CITY OF GULFPORT

Date: **SEPTEMBER 10, 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 22ND Day Of September, 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 22nd day of September, 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: 0710O-01-020.000. Lots 1 & 4 Blk 12 Montgomery Add Also That Part Of N 1/2 Of Alley Lying S Of Lot 4 Now Vacated As Per Bk 1222/25 Sec 32-7-11 & 5ft X 170 Ft Part Of Alley Now Vacated Per 2009-188-D-J1. Awarded To Twin City Lawn Care For \$1640.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, Board Up And Secure Openings From Site Located At 2805 43rd Ave. (Johnson Christopher A) Case 5758
- Parcel 2: 0711K-01-048.000. Lot 13 Owen Homes Subd.. Awarded To Grassmasters Lawn Service Llc For \$497.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines From Site Located At 1422 Genevieve Dr. (Gibbs Charles Roland) Case 6545
- Parcel 3: 0811E-02-008.000. Lot 13 Blk. 122 Original Gulfport. Awarded To Purposed By Design Lawn Maintenance Llc For \$800.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines From Site Located At 30th Ave. (Bussolati Paul & Helveston Stanley) Case 6553
- Parcel 4: 0811E-02-009.000. Lots 14 To 16 Inc Blk. 122 Original Gulfport. Awarded To Grassmasters Lawn Service Llc For \$1050.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines From Site Located At 1804 30th Ave. (Bussolati Paul & Helveston Stanley) Case 6554
- Parcel 5: 0711K-02-017.000. Beg At Sw Cor Of Lot 5 Blk 7 Gaston Point Add & Run W 96 Ft S 122 1/2 Ft E 96 Ft N 122 1/2 Ft To Beg Part Of Lot 41 Gottschalk Survey. Awarded To Purposed By Design Lawn Maintenance Llc For \$700.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines From Site Located At Todd Alley. (State Of Miss 5/24/2018) Case 6700

- Parcel 6: 0910M-02-006.000. A Lot Fronting 118 Ft On Pass Rd Including Lots 11 - 13 & Pt 14 Incl Uding Ext Of Lots 11 - 12 Phelps Subd/Ext Phelps Subd Sec 35-7-11. Awarded To Twin City Lawn Care For \$2800.00 To Remove/Haul Off All Trash & Debris From Site Located At 725 Pass Rd. (Djt Properties Llc) Case 5309
- Parcel 7: 0810P-01-127.000. Lots 46 To 48 Blk 11 Central Park. Awarded To Grassmasters Lawn Service Llc For \$200.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines From Site Located At 1200 32nd St. (Martin Michael Jackson & Tina) Case 6405

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: SEPTEMBER 10, 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: 0710O-01-020.000. Lots 1 & 4 Blk 12 Montgomery Add Also That Part Of N 1/2 Of Alley Lying S Of Lot 4 Now Vacated As Per Bk 1222/25 Sec 32-7-11 & 5ft X 170 Ft Part Of Alley Now Vacated Per 2009-188-D-J1. Awarded To Twin City Lawn Care For \$1640.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines, Board Up And Secure Openings From Site Located At 2805 43rd Ave. (Johnson Christopher A) Case 5758
- Parcel 2: 0711K-01-048.000. Lot 13 Owen Homes Subd.. Awarded To Grassmasters Lawn Service Llc For \$497.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines From Site Located At 1422 Genevieve Dr. (Gibbs Charles Roland) Case 6545
- Parcel 3: 0811E-02-008.000. Lot 13 Blk. 122 Original Gulfport. Awarded To Purposed By Design Lawn Maintenance Llc For \$800.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines From Site Located At 30th Ave. (Bussolati Paul & Helveston Stanley) Case 6553
- Parcel 4: 0811E-02-009.000. Lots 14 To 16 Inc Blk. 122 Original Gulfport. Awarded To Grassmasters Lawn Service Llc For \$1050.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines From Site Located At 1804 30th Ave. (Bussolati Paul & Helveston Stanley) Case 6554
- Parcel 5: 0711K-02-017.000. Beg At Sw Cor Of Lot 5 Blk 7 Gaston Point Add & Run W 96 Ft S 122 1/2 Ft E 96 Ft N 122 1/2 Ft To Beg Part Of Lot 41 Gottschalk Survey. Awarded To Purposed By Design Lawn Maintenance Llc For \$700.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines From Site Located At Todd Alley. (State Of Miss 5/24/2018) Case 6700

WARD 3

- Parcel 6: 0910M-02-006.000. A Lot Fronting 118 Ft On Pass Rd Including Lots 11 - 13 & Pt 14 Incl Uding Ext Of Lots 11 - 12 Phelps Subd/Ext Phelps Subd Sec 35-7-11. Awarded To Twin City Lawn Care For \$2800.00 To Remove/Haul Off All Trash & Debris From Site Located At 725 Pass Rd. (Djt Properties Llc) Case 5309

Parcel 7: 0810P-01-127.000. Lots 46 To 48 Blk 11 Central Park. Awarded To Grassmasters Lawn Service Llc For \$200.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris, Remove All Weeds & Vines From Site Located At 1200 32nd St. (Martin Michael Jackson & Tina) Case 6405

TOTAL: \$ 7,687.00

Report Criteria: Transaction Date Range = 7/1/2020 - 7/31/2020 Filter = Checking Account Description = 'City of Gulfport-HB Claims Contingency ' and Checking Account = 'City of Gulfport-HB Claims Contingency '

Checking Account Is City of Gulfport-HB Claims Contingency

<u>Transaction Type</u>	<u>Check Number</u>	<u>Payee Name</u>	<u>Transaction Amount</u>
<u>Transaction Date</u>	<u>Void Date</u>		
Voided	23145		\$2,500.00
03/09/2020	07/20/2020		
Voided	23518		\$1,000.70
07/27/2020	07/27/2020		
Voided Totals (2)			\$3,500.70
Deposit/Reimbursement/Voided Totals (2)			\$3,500.70

<u>Transaction Type</u>	<u>Check Number</u>	<u>Payee Name</u>	<u>Transaction Amount</u>
<u>Transaction Date</u>	<u>Void Date</u>		
Check	23418		\$988.96
07/02/2020			
Check	23419		\$510.60
07/02/2020			
Check	23420		\$100,000.00
07/08/2020			
Check	23421		\$95.00
07/13/2020			
Check	23422		\$95.62
07/13/2020			
Check	23423		\$100.00
07/13/2020			
Check	23424		\$104.97
07/13/2020			
Check	23425		\$104.97
07/13/2020			
Check	23426		\$143.36
07/13/2020			
Check	23427		\$143.36
07/13/2020			
Check	23428		\$143.36
07/13/2020			
Check	23429		\$186.11
07/13/2020			
Check	23430		\$354.57
07/13/2020			
Check	23431		\$465.65
07/13/2020			
Check	23432		\$549.93
07/13/2020			
Check	23433		\$726.22
07/13/2020			
Check	23434		\$850.31
07/13/2020			
Check	23435		\$2,008.68
07/13/2020			
Check	23436		\$238.56
07/14/2020			
Check	23437		\$1,000.70
07/14/2020			
Check	23438		\$1,010.86
07/14/2020			
Check	23439		\$8.41
07/15/2020			
Check	23440		\$12.89
07/15/2020			
Check	23441		\$18.67
07/15/2020			

Report Criteria: Transaction Date Range = 7/1/2020 - 7/31/2020 Filter = Checking Account Description = 'City of Gulfport-HB Claims Contingency ' and Checking Account = 'City of Gulfport-HB Claims Contingency '

Checking Account Is City of Gulfport-HB Claims Contingency

<u>Transaction Type</u>	<u>Check Number</u>	<u>Payee Name</u>	<u>Transaction Amount</u>
<u>Transaction Date</u>	<u>Void Date</u>		
Check	23442		\$19.49
07/15/2020			
Check	23443		\$76.21
07/15/2020			
Check	23444		\$84.56
07/15/2020			
Check	23445		\$104.97
07/15/2020			
Check	23446		\$104.97
07/15/2020			
Check	23447		\$104.97
07/15/2020			
Check	23448		\$143.36
07/15/2020			
Check	23449		\$143.36
07/15/2020			
Check	23450		\$151.89
07/15/2020			
Check	23451		\$197.92
07/15/2020			
Check	23452		\$197.92
07/15/2020			
Check	23453		\$198.43
07/15/2020			
Check	23454		\$225.00
07/15/2020			
Check	23455		\$225.00
07/15/2020			
Check	23456		\$241.89
07/15/2020			
Check	23457		\$256.13
07/15/2020			
Check	23458		\$298.44
07/15/2020			
Check	23459		\$298.44
07/15/2020			
Check	23460		\$666.66
07/15/2020			
Check	23461		\$298.44
07/15/2020			
Check	23462		\$143.36
07/20/2020			
Check	23463		\$10,296.84
07/20/2020			
Check	23464		\$104.97
07/20/2020			
Check	23465		\$104.97
07/20/2020			
Check	23466		\$988.96
07/20/2020			
Check	23467		\$1,010.86
07/20/2020			
Check	23468		\$2,500.00
07/20/2020			
Check	23469		\$43.12
07/22/2020			
Check	23470		\$116.64
07/22/2020			

Report Criteria: Transaction Date Range = 7/1/2020 - 7/31/2020 Filter = Checking Account Description = 'City of Gulfport-HB Claims Contingency ' and Checking Account = 'City of Gulfport-HB Claims Contingency '

Checking Account Is City of Gulfport-HB Claims Contingency

<u>Transaction Type</u>	<u>Check Number</u>	<u>Payee Name</u>	<u>Transaction Amount</u>
<u>Transaction Date</u>	<u>Void Date</u>		
Check	23471		\$137.00
07/22/2020			
Check	23472		\$250.56
07/22/2020			
Check	23473		\$250.56
07/22/2020			
Check	23474		\$250.56
07/22/2020			
Check	23475		\$300.00
07/22/2020			
Check	23476		\$2,417.00
07/22/2020			
Check	23477		\$10,775.65
07/22/2020			
Check	23478		\$92.00
07/22/2020			
Check	23479		\$95.00
07/22/2020			
Check	23480		\$100.00
07/22/2020			
Check	23481		\$143.36
07/22/2020			
Check	23482		\$143.36
07/22/2020			
Check	23483		\$143.36
07/22/2020			
Check	23484		\$143.36
07/22/2020			
Check	23485		\$143.36
07/22/2020			
Check	23486		\$194.40
07/22/2020			
Check	23487		\$194.40
07/22/2020			
Check	23488		\$194.40
07/22/2020			
Check	23489		\$194.40
07/22/2020			
Check	23490		\$194.40
07/22/2020			
Check	23491		\$194.40
07/22/2020			
Check	23492		\$214.81
07/22/2020			
Check	23493		\$603.29
07/22/2020			
Check	23494		\$917.50
07/22/2020			
Check	23495		\$131.00
07/23/2020			
Check	23496		\$100.00
07/24/2020			
Check	23497		\$2,719.00
07/24/2020			
Check	23498		\$14,000.00
07/24/2020			
Check	23499		\$17,350.00
07/24/2020			

Report Criteria: Transaction Date Range = 7/1/2020 - 7/31/2020 Filter = Checking Account Description = 'City of Gulfport-HB Claims Contingency ' and Checking Account = 'City of Gulfport-HB Claims Contingency '

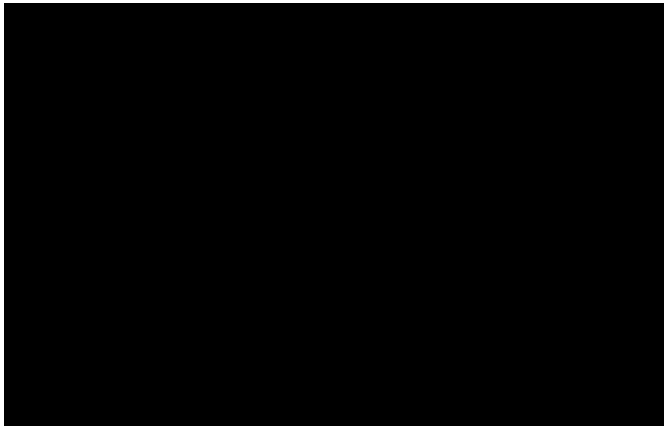
Checking Account Is City of Gulfport-HB Claims Contingency

<u>Transaction Type</u>	<u>Check Number</u>	<u>Payee Name</u>	<u>Transaction Amount</u>
<u>Transaction Date</u>	<u>Void Date</u>		
Check	23500		\$15.85
07/27/2020			
Check	23501		\$24.71
07/27/2020			
Check	23502		\$31.89
07/27/2020			
Check	23503		\$34.27
07/27/2020			
Check	23504		\$44.96
07/27/2020			
Check	23505		\$66.26
07/27/2020			
Check	23506		\$96.90
07/27/2020			
Check	23507		\$104.97
07/27/2020			
Check	23508		\$122.95
07/27/2020			
Check	23509		\$143.36
07/27/2020			
Check	23510		\$194.40
07/27/2020			
Check	23511		\$198.43
07/27/2020			
Check	23512		\$221.61
07/27/2020			
Check	23513		\$238.56
07/27/2020			
Check	23514		\$257.94
07/27/2020			
Check	23515		\$395.84
07/27/2020			
Check	23516		\$690.16
07/27/2020			
Check	23517		\$98.83
07/27/2020			
Check	23518		\$1,000.70
07/27/2020			
Check	23519		\$1,010.86
07/27/2020			
Check	23520		\$1,000.70
07/27/2020			
Check	23521		\$100.00
07/29/2020			
Check	23522		\$100.07
07/29/2020			
Check	23523		\$133.00
07/29/2020			
Check	23524		\$15,288.03
07/29/2020			
Check	23525		\$66.44
07/29/2020			
Check	23526		\$68.00
07/29/2020			
Check	23527		\$68.00
07/29/2020			
Check	23528		\$90.84
07/29/2020			

Report Criteria:

Transaction Date Range = 7/1/2020 - 7/31/2020 Filter = Checking Account Description = 'City of Gulfport-HB Claims Contingency ' and Checking Account = 'City of Gulfport-HB Claims Contingency '

Checking Account Is City of Gulfport-HB Claims Contingency

<u>Transaction Type</u>	<u>Check Number</u>	<u>Payee Name</u>	<u>Transaction Amount</u>
<u>Transaction Date</u>	<u>Void Date</u>		
Check	23529		\$133.00
07/29/2020			
Check	23530		\$178.41
07/29/2020			
Check	23531		\$225.00
07/29/2020			
Check	23532		\$300.00
07/29/2020			
Check	23533		\$300.00
07/29/2020			
Check	23534	\$396.34	
07/29/2020			
Check	23535	\$225.00	
07/29/2020			
Check	23536	\$7,090.86	
07/31/2020			
Check Totals (119)			\$212,553.80
Charge/Check Totals (119)			\$212,553.80
Checks less Voids/Reimbursements			\$209,053.10
City of Gulfport-HB Claims Contingency Totals			\$(209,053.10)

Report Criteria: Transaction Date Range = 7/1/2020 - 7/31/2020 Filter = Checking Account Description = 'City of Gulfport-HB Claims Contingency ' and Checking Account = 'City of Gulfport-HB Claims Contingency '

Grand Totals

=====

\$(209,053.10)



Comptroller

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705

MEMORANDUM

City Hall
2309 15th St.
Gulfport, MS 39501

Date: September 14, 2020

TO: Mayor Billy Hewes
Councilman Kenneth Casey
Councilman Ron Roland
Councilman Myles Sharp
Councilwoman Ella Holmes - Hines
Councilman Rusty Walker
Councilwoman Cara Pucheu
Councilman R. Lee Flowers

From: Gerard Bellocq, Comptroller

Subject: Monthly Check Register from Associated Adjusters

Attached is the report from Associated Adjusters of payments made on Workers' Compensation and General Liability claims for the month of July, 2020 to be approved and made a part of the minutes of the September 22, 2020 Council meeting.

As always, please do not hesitate to call me if I can be of further assistance.



Comptroller/City Clerk

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5705

City Hall
2309 15th St.
Gulfport, MS 39501

MEMORANDUM

Date: September 14, 2020

TO: Mayor Billy Hewes
Councilman Kenneth Casey
Councilman Ron Roland
Councilman Myles Sharp
Councilwoman Ella Holmes - Hines
Councilman Rusty Walker
Councilwoman Cara Pucheu
Councilman R. Lee Flowers

From: Gerard Bellocq, Comptroller

Subject: Payroll Journals

Attached are the bi-weekly payroll distribution journals for the month of July, 2020 to be approved and made a part of the minutes of the September 22, 2020 Council meeting.

As always, please do not hesitate to call me if I can be of further assistance.

06/30/2020 15:25
scasey

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

P
prjournl

WARRANT 070220

PAY PERIOD 06/15/2020 to 06/28/2020

CHECK DATE 07/02/2020

YEAR 2020 PERIOD 10
EXPENDITURE ENTRIES
SHORT DESC PR 070220

GL EFF DATE 07/02/2020
REFERENCE 070220
REFERENCE2 1070220

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2020 PERIOD 10				GL EFF DATE 07/02/2020	
111	600100		EXECUTIVE	WAGES AND SALARIES	7,752.93
111	601900		EXECUTIVE	STATE RETIREMENT	1,349.00
111	602200		EXECUTIVE	FICA TAXES	562.63
111	602600		EXECUTIVE	HEALTH INSURANCE	1,277.34
115	600100		LEGISLATIVE	WAGES AND SALARIES	7,950.87
115	601900		LEGISLATIVE	STATE RETIREMENT	1,383.47
115	602200		LEGISLATIVE	FICA TAXES	505.48
115	602600		LEGISLATIVE	HEALTH INSURANCE	3,792.60
125	600100		JUDICIAL	WAGES AND SALARIES	27,769.80
125	601900		JUDICIAL	STATE RETIREMENT	4,831.92
125	602200		JUDICIAL	FICA TAXES	1,984.94
125	602600		JUDICIAL	HEALTH INSURANCE	5,486.32
135	600100		LEGAL	WAGES AND SALARIES	24,311.36
135	600100	COV19	LEGAL	WAGES AND SALARIES	1,041.83
135	601900		LEGAL	STATE RETIREMENT	4,230.17
135	601900	COV19	LEGAL	STATE RETIREMENT	181.28
135	602200		LEGAL	FICA TAXES	1,794.57
135	602200	COV19	LEGAL	FICA TAXES	14.68
135	602600		LEGAL	HEALTH INSURANCE	3,074.32
135	602600	COV19	LEGAL	HEALTH INSURANCE	192.47
145	600100		GENERAL ADMINISTRATION	WAGES AND SALARIES	35,853.42
145	601900		GENERAL ADMINISTRATION	STATE RETIREMENT	6,134.09
145	602200		GENERAL ADMINISTRATION	FICA TAXES	2,598.31
145	602600		GENERAL ADMINISTRATION	HEALTH INSURANCE	5,300.61
150	600100		INFORMATION TECHNOLOGY	WAGES AND SALARIES	20,830.79
150	600100	COV19	INFORMATION TECHNOLOGY	WAGES AND SALARIES	1,636.36
150	601900		INFORMATION TECHNOLOGY	STATE RETIREMENT	3,909.29
150	602200		INFORMATION TECHNOLOGY	FICA TAXES	1,500.08
150	602600		INFORMATION TECHNOLOGY	HEALTH INSURANCE	4,793.04
213	600100		POLICE OPERATING	WAGES AND SALARIES	333,084.46
213	600100	COV19	POLICE OPERATING	WAGES AND SALARIES	5,681.83
213	600400		POLICE OPERATING	OVERTIME	32,720.95
213	601000		POLICE OPERATING	HOLIDAY PAY	3,639.00
213	601900		POLICE OPERATING	STATE RETIREMENT	64,283.33
213	601900	COV19	POLICE OPERATING	STATE RETIREMENT	988.64
213	602200		POLICE OPERATING	FICA TAXES	26,831.52
213	602200	COV19	POLICE OPERATING	FICA TAXES	78.32
213	602600		POLICE OPERATING	HEALTH INSURANCE	58,284.58
213	602600	COV19	POLICE OPERATING	HEALTH INSURANCE	959.06
290	600100		FIRE	WAGES AND SALARIES	254,134.96
290	600400		FIRE	OVERTIME	68,326.92
290	601000		FIRE	HOLIDAY PAY	6,344.96
290	601900		FIRE	STATE RETIREMENT	57,212.47
290	602200		FIRE	FICA TAXES	23,883.67
290	602600		FIRE	HEALTH INSURANCE	50,123.47
313	600100		PUBLIC WORKS ADMIN	WAGES AND SALARIES	16,128.87
313	601900		PUBLIC WORKS ADMIN	STATE RETIREMENT	2,816.85

06/30/2020 15:25
scasey

CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

P
prjournal

WARRANT 070220

PAY PERIOD 06/15/2020 to 06/28/2020

CHECK DATE 07/02/2020

YEAR 2020 PERIOD 10
EXPENDITURE ENTRIES
SHORT DESC PR 070220

GL EFF DATE 07/02/2020
REFERENCE 070220
REFERENCE2 1070220

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
313	602200		PUBLIC WORKS ADMIN	FICA TAXES	1,195.17
313	602600		PUBLIC WORKS ADMIN	HEALTH INSURANCE	1,576.52
315	600100		TRAFFIC CONTROL AND SAFETY	WAGES AND SALARIES	12,077.40
315	600400		TRAFFIC CONTROL AND SAFETY	OVERTIME	1,199.14
315	601900		TRAFFIC CONTROL AND SAFETY	STATE RETIREMENT	2,320.57
315	602200		TRAFFIC CONTROL AND SAFETY	FICA TAXES	985.58
315	602600		TRAFFIC CONTROL AND SAFETY	HEALTH INSURANCE	2,227.05
335	600100		MAINTENANCE GARAGE	WAGES AND SALARIES	15,844.16
335	601900		MAINTENANCE GARAGE	STATE RETIREMENT	2,762.10
335	602200		MAINTENANCE GARAGE	FICA TAXES	1,151.34
335	602600		MAINTENANCE GARAGE	HEALTH INSURANCE	2,690.23
325	600100		ENGINEERING	WAGES AND SALARIES	19,966.45
325	601900		ENGINEERING	STATE RETIREMENT	3,479.40
325	602200		ENGINEERING	FICA TAXES	1,472.70
325	602600		ENGINEERING	HEALTH INSURANCE	2,878.82
411	600100		LEISURE SERVICES	WAGES AND SALARIES	66,274.77
411	600100	41130	LEISURE SERVICES	WAGES AND SALARIES	855.59
411	600100	41136	LEISURE SERVICES	WAGES AND SALARIES	4,840.42
411	600100	41138	LEISURE SERVICES	WAGES AND SALARIES	7.69
411	600100	41140	LEISURE SERVICES	WAGES AND SALARIES	1,103.30
411	600100	41143	LEISURE SERVICES	WAGES AND SALARIES	1,103.30
411	600100	41144	LEISURE SERVICES	WAGES AND SALARIES	1,085.00
411	600400		LEISURE SERVICES	OVERTIME	2,368.06
411	600400	41136	LEISURE SERVICES	OVERTIME	1,062.61
411	600400	41143	LEISURE SERVICES	OVERTIME	41.37
411	600400	41144	LEISURE SERVICES	OVERTIME	25.43
411	601900		LEISURE SERVICES	STATE RETIREMENT	11,640.39
411	601900	41130	LEISURE SERVICES	STATE RETIREMENT	148.87
411	601900	41136	LEISURE SERVICES	STATE RETIREMENT	1,027.13
411	601900	41138	LEISURE SERVICES	STATE RETIREMENT	1.34
411	601900	41140	LEISURE SERVICES	STATE RETIREMENT	191.97
411	601900	41143	LEISURE SERVICES	STATE RETIREMENT	199.17
411	601900	41144	LEISURE SERVICES	STATE RETIREMENT	193.21
411	602200		LEISURE SERVICES	FICA TAXES	4,980.13
411	602200	41130	LEISURE SERVICES	FICA TAXES	61.58
411	602200	41136	LEISURE SERVICES	FICA TAXES	426.10
411	602200	41138	LEISURE SERVICES	FICA TAXES	.58
411	602200	41140	LEISURE SERVICES	FICA TAXES	70.82
411	602200	41143	LEISURE SERVICES	FICA TAXES	77.07
411	602200	41144	LEISURE SERVICES	FICA TAXES	84.76
411	602600		LEISURE SERVICES	HEALTH INSURANCE	13,844.22
411	602600	41130	LEISURE SERVICES	HEALTH INSURANCE	220.99
411	602600	41136	LEISURE SERVICES	HEALTH INSURANCE	998.44
411	602600	41138	LEISURE SERVICES	HEALTH INSURANCE	1.16
411	602600	41140	LEISURE SERVICES	HEALTH INSURANCE	541.91
411	602600	41143	LEISURE SERVICES	HEALTH INSURANCE	436.11
411	602600	41144	LEISURE SERVICES	HEALTH INSURANCE	10.00
415	600100		BUILDING MAINTENANCE	WAGES AND SALARIES	2,701.00

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WARRANT 070220

PAY PERIOD 06/15/2020 to 06/28/2020

CHECK DATE 07/02/2020

YEAR 2020 PERIOD 10
EXPENDITURE ENTRIES
SHORT DESC PR 070220

GL EFF DATE 07/02/2020
REFERENCE 070220
REFERENCE2 1070220

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
415	600400		BUILDING MAINTENANCE	OVERTIME	296.35
415	601900		BUILDING MAINTENANCE	STATE RETIREMENT	521.54
415	602200		BUILDING MAINTENANCE	FICA TAXES	220.27
415	602600		BUILDING MAINTENANCE	HEALTH INSURANCE	547.80
611	600100		PLANNING AND ZONING	WAGES AND SALARIES	40,712.26
611	601900		PLANNING AND ZONING	STATE RETIREMENT	7,083.94
611	602200		PLANNING AND ZONING	FICA TAXES	2,936.46
611	602600		PLANNING AND ZONING	HEALTH INSURANCE	7,807.69
621	600100		ECONOMIC DEVELOPMENT	WAGES AND SALARIES	5,722.85
621	601900		ECONOMIC DEVELOPMENT	STATE RETIREMENT	995.77
621	602200		ECONOMIC DEVELOPMENT	FICA TAXES	423.07
621	602600		ECONOMIC DEVELOPMENT	HEALTH INSURANCE	700.73
FUND TOTALS					1,443,987.68
511	600100	05600	COMMUNITY DEVELOPMENT	WAGES AND SALARIES	2,913.20
511	601900	05600	COMMUNITY DEVELOPMENT	STATE RETIREMENT	506.90
511	602200	05600	COMMUNITY DEVELOPMENT	FICA TAXES	214.09
511	602600	05600	COMMUNITY DEVELOPMENT	HEALTH INSURANCE	314.82
515	600100	74500	HOME CONSORTIUM-GULFPORT	WAGES AND SALARIES	1,162.22
515	600100	COV19	HOME CONSORTIUM-GULFPORT	WAGES AND SALARIES	660.91
515	601900	74500	HOME CONSORTIUM-GULFPORT	STATE RETIREMENT	202.22
515	601900	COV19	HOME CONSORTIUM-GULFPORT	STATE RETIREMENT	115.00
515	602200	74500	HOME CONSORTIUM-GULFPORT	FICA TAXES	63.30
515	602200	COV19	HOME CONSORTIUM-GULFPORT	FICA TAXES	7.69
515	602600	74500	HOME CONSORTIUM-GULFPORT	HEALTH INSURANCE	371.82
515	602600	COV19	HOME CONSORTIUM-GULFPORT	HEALTH INSURANCE	211.44
FUND TOTALS					6,743.61
811	600100		UTILITY BILLING	WAGES AND SALARIES	23,567.66
811	600400		UTILITY BILLING	OVERTIME	71.38
811	601900		UTILITY BILLING	STATE RETIREMENT	4,113.19
811	602200		UTILITY BILLING	FICA TAXES	1,735.05
811	602600		UTILITY BILLING	HEALTH INSURANCE	3,817.25
825	600100		SEWER OPERATIONS	WAGES AND SALARIES	1,540.26
825	601900		SEWER OPERATIONS	STATE RETIREMENT	268.01
825	602200		SEWER OPERATIONS	FICA TAXES	114.94
825	602600		SEWER OPERATIONS	HEALTH INSURANCE	298.90
FUND TOTALS					35,526.64
445	600100		JOSEPH T JONES	WAGES AND SALARIES	8,335.00
445	600400		JOSEPH T JONES	OVERTIME	34.33
445	601900		JOSEPH T JONES	STATE RETIREMENT	1,456.27
445	602200		JOSEPH T JONES	FICA TAXES	611.20
445	602600		JOSEPH T JONES	HEALTH INSURANCE	1,312.39

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WARRANT 070220

PAY PERIOD 06/15/2020 to 06/28/2020

CHECK DATE 07/02/2020

YEAR 2020 PERIOD 10
EXPENDITURE ENTRIES
SHORT DESC PR 070220

GL EFF DATE 07/02/2020
REFERENCE 070220
REFERENCE2 1070220

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
				FUND TOTALS	11,749.19
				GRAND TOTALS	1,498,007.12

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YEAR PER JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2020 10	100002									
PRJ	001-100351						PAYROLL CLEARING		788,417.12	
	07/02/2020	PR	070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ	001-100351						PAYROLL CLEARING			1,729,287.02
	07/02/2020	PR	070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ	001-213700						WITHHOLDING-FEDERAL			73,178.18
	07/02/2020	PR	070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ	001-213700						WITHHOLDING-FEDERAL		73,178.18	
	07/02/2020	PR	070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ	001-213900						WITHHOLDING-STATE			29,216.36
	07/02/2020	PR	070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ	001-214100						WITHHOLDING-RETIREMENT			280,003.19
	07/02/2020	PR	070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ	001-214300						WITHHOLDING-HEALTH INSURANCE			220,094.61
	07/02/2020	PR	070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ	001-214350						WITHHOLDING-VISION 100%EE PAID			2,617.44
	07/02/2020	PR	070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ	001-214400						WITHHOLDING-FLEX SPENDING ACCT			3,340.00
	07/02/2020	PR	070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ	001-214700						WITHHOLDING-GARNISHMENTS			6,924.20
	07/02/2020	PR	070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ	001-214700						WITHHOLDING-GARNISHMENTS		4,340.69	
	07/02/2020	PR	070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ	001-214900						WITHHOLDING-DEFERRED COMP			7,458.00
	07/02/2020	PR	070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ	001-215900						WITHHOLDING-POLICE BENEVOLENT			751.75
	07/02/2020	PR	070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ	001-216100						WITHHOLDING-COLONIAL LIFE			89.19
	07/02/2020	PR	070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ	001-216150						WITHHOLDING-LINCOLN NATL LIFE			5,647.91
	07/02/2020	PR	070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ	001-216300						WITHHOLDING-AFLAC			4,502.93
	07/02/2020	PR	070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ	001-216400						WITHHOLDING-UNUM			794.93
	07/02/2020	PR	070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ	001-216500						WITHHOLDING-PREPAID LEGAL			37.40
	07/02/2020	PR	070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ	001-216700						ACCRUED AND WITHHELD FICA			153,724.70
	07/02/2020	PR	070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ	001-216700						ACCRUED AND WITHHELD FICA		153,724.70	
	07/02/2020	PR	070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ	111-600100						WAGES AND SALARIES		7,752.93	
	07/02/2020	PR	070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ	111-601900						STATE RETIREMENT		1,349.00	
	07/02/2020	PR	070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ	111-602200						FICA TAXES		562.63	
	07/02/2020	PR	070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ	111-602600						HEALTH INSURANCE		1,277.34	

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 115-600100	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 115-601900	07/02/2020	PR 070220	070220	1070220	1070220	WAGES AND SALARIES		7,950.87	
PRJ 115-602200	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 115-602600	07/02/2020	PR 070220	070220	1070220	1070220	STATE RETIREMENT		1,383.47	
PRJ 125-600100	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 125-601900	07/02/2020	PR 070220	070220	1070220	1070220	FICA TAXES		505.48	
PRJ 125-602200	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 125-602600	07/02/2020	PR 070220	070220	1070220	1070220	HEALTH INSURANCE		3,792.60	
PRJ 125-600100	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 125-601900	07/02/2020	PR 070220	070220	1070220	1070220	WAGES AND SALARIES		27,769.80	
PRJ 125-602200	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 125-602600	07/02/2020	PR 070220	070220	1070220	1070220	STATE RETIREMENT		4,831.92	
PRJ 135-600100	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 135-601900	07/02/2020	PR 070220	070220	1070220	1070220	FICA TAXES		1,984.94	
PRJ 135-602200	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 135-602600	07/02/2020	PR 070220	070220	1070220	1070220	HEALTH INSURANCE		5,486.32	
PRJ 135-600100	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 135-601900	07/02/2020	PR 070220	070220	1070220	1070220	WAGES AND SALARIES		24,311.36	
PRJ 135-602200	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 135-602600	07/02/2020	PR 070220	070220	1070220	1070220	STATE RETIREMENT		4,230.17	
PRJ 135-600100-COV19	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 135-601900-COV19	07/02/2020	PR 070220	070220	1070220	1070220	FICA TAXES		1,794.57	
PRJ 135-602200-COV19	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 135-602600-COV19	07/02/2020	PR 070220	070220	1070220	1070220	HEALTH INSURANCE		3,074.32	
PRJ 145-600100	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 145-601900	07/02/2020	PR 070220	070220	1070220	1070220	WAGES AND SALARIES		1,041.83	
PRJ 145-602200	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 145-602600	07/02/2020	PR 070220	070220	1070220	1070220	STATE RETIREMENT		181.28	
PRJ 150-600100	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 150-601900	07/02/2020	PR 070220	070220	1070220	1070220	FICA TAXES		14.68	
PRJ 150-602200	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 150-602600	07/02/2020	PR 070220	070220	1070220	1070220	HEALTH INSURANCE		192.47	
PRJ 150-600100	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 150-601900	07/02/2020	PR 070220	070220	1070220	1070220	WAGES AND SALARIES		35,853.42	
PRJ 150-602200	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 150-602600	07/02/2020	PR 070220	070220	1070220	1070220	STATE RETIREMENT		6,134.09	
PRJ 150-600100	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 150-601900	07/02/2020	PR 070220	070220	1070220	1070220	FICA TAXES		2,598.31	
PRJ 150-602200	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 150-602600	07/02/2020	PR 070220	070220	1070220	1070220	HEALTH INSURANCE		5,300.61	
PRJ 150-600100	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 150-601900	07/02/2020	PR 070220	070220	1070220	1070220	WAGES AND SALARIES		20,830.79	
PRJ 150-602200	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 150-602600	07/02/2020	PR 070220	070220	1070220	1070220	STATE RETIREMENT		1,636.36	
PRJ 150-600100	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 150-601900	07/02/2020	PR 070220	070220	1070220	1070220	FICA TAXES		3,909.29	
PRJ 150-602200	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 150-602600	07/02/2020	PR 070220	070220	1070220	1070220	FICA TAXES		1,500.08	
PRJ 150-600100	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 150-602600	07/02/2020	PR 070220	070220	1070220	1070220	HEALTH INSURANCE WARRANT=070220 RUN=1 BIWEEKLY		4,793.04	
PRJ 213-600100	07/02/2020	PR 070220	070220	1070220	1070220	WAGES AND SALARIES WARRANT=070220 RUN=1 BIWEEKLY		333,084.46	
PRJ 213-600400	07/02/2020	PR 070220	070220	1070220	1070220	OVERTIME WARRANT=070220 RUN=1 BIWEEKLY		32,720.95	
PRJ 213-601000	07/02/2020	PR 070220	070220	1070220	1070220	HOLIDAY PAY WARRANT=070220 RUN=1 BIWEEKLY		3,639.00	
PRJ 213-601900	07/02/2020	PR 070220	070220	1070220	1070220	STATE RETIREMENT WARRANT=070220 RUN=1 BIWEEKLY		64,283.33	
PRJ 213-602200	07/02/2020	PR 070220	070220	1070220	1070220	FICA TAXES WARRANT=070220 RUN=1 BIWEEKLY		26,831.52	
PRJ 213-602600	07/02/2020	PR 070220	070220	1070220	1070220	HEALTH INSURANCE WARRANT=070220 RUN=1 BIWEEKLY		58,284.58	
PRJ 213-600100-COV19	07/02/2020	PR 070220	070220	1070220	1070220	WAGES AND SALARIES WARRANT=070220 RUN=1 BIWEEKLY		5,681.83	
PRJ 213-601900-COV19	07/02/2020	PR 070220	070220	1070220	1070220	STATE RETIREMENT WARRANT=070220 RUN=1 BIWEEKLY		988.64	
PRJ 213-602200-COV19	07/02/2020	PR 070220	070220	1070220	1070220	FICA TAXES WARRANT=070220 RUN=1 BIWEEKLY		78.32	
PRJ 213-602600-COV19	07/02/2020	PR 070220	070220	1070220	1070220	HEALTH INSURANCE WARRANT=070220 RUN=1 BIWEEKLY		959.06	
PRJ 290-600100	07/02/2020	PR 070220	070220	1070220	1070220	WAGES AND SALARIES WARRANT=070220 RUN=1 BIWEEKLY		254,134.96	
PRJ 290-600400	07/02/2020	PR 070220	070220	1070220	1070220	OVERTIME WARRANT=070220 RUN=1 BIWEEKLY		68,326.92	
PRJ 290-601000	07/02/2020	PR 070220	070220	1070220	1070220	HOLIDAY PAY WARRANT=070220 RUN=1 BIWEEKLY		6,344.96	
PRJ 290-601900	07/02/2020	PR 070220	070220	1070220	1070220	STATE RETIREMENT WARRANT=070220 RUN=1 BIWEEKLY		57,212.47	
PRJ 290-602200	07/02/2020	PR 070220	070220	1070220	1070220	FICA TAXES WARRANT=070220 RUN=1 BIWEEKLY		23,883.67	
PRJ 290-602600	07/02/2020	PR 070220	070220	1070220	1070220	HEALTH INSURANCE WARRANT=070220 RUN=1 BIWEEKLY		50,123.47	
PRJ 313-600100	07/02/2020	PR 070220	070220	1070220	1070220	WAGES AND SALARIES WARRANT=070220 RUN=1 BIWEEKLY		16,128.87	
PRJ 313-601900	07/02/2020	PR 070220	070220	1070220	1070220	STATE RETIREMENT WARRANT=070220 RUN=1 BIWEEKLY		2,816.85	
PRJ 313-602200	07/02/2020	PR 070220	070220	1070220	1070220	FICA TAXES WARRANT=070220 RUN=1 BIWEEKLY		1,195.17	
PRJ 313-602600	07/02/2020	PR 070220	070220	1070220	1070220	HEALTH INSURANCE WARRANT=070220 RUN=1 BIWEEKLY		1,576.52	
PRJ 315-600100	07/02/2020	PR 070220	070220	1070220	1070220	WAGES AND SALARIES WARRANT=070220 RUN=1 BIWEEKLY		12,077.40	
PRJ 315-600400	07/02/2020	PR 070220	070220	1070220	1070220	OVERTIME WARRANT=070220 RUN=1 BIWEEKLY		1,199.14	
PRJ 315-601900	07/02/2020	PR 070220	070220	1070220	1070220	STATE RETIREMENT WARRANT=070220 RUN=1 BIWEEKLY		2,320.57	
PRJ 315-602200						FICA TAXES		985.58	

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 315-602600	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 335-600100	07/02/2020	PR 070220	070220	1070220	1070220	HEALTH INSURANCE WARRANT=070220 RUN=1 BIWEEKLY		2,227.05	
PRJ 335-601900	07/02/2020	PR 070220	070220	1070220	1070220	WAGES AND SALARIES WARRANT=070220 RUN=1 BIWEEKLY		15,844.16	
PRJ 335-602200	07/02/2020	PR 070220	070220	1070220	1070220	STATE RETIREMENT WARRANT=070220 RUN=1 BIWEEKLY		2,762.10	
PRJ 335-602600	07/02/2020	PR 070220	070220	1070220	1070220	FICA TAXES WARRANT=070220 RUN=1 BIWEEKLY		1,151.34	
PRJ 325-600100	07/02/2020	PR 070220	070220	1070220	1070220	HEALTH INSURANCE WARRANT=070220 RUN=1 BIWEEKLY		2,690.23	
PRJ 325-601900	07/02/2020	PR 070220	070220	1070220	1070220	WAGES AND SALARIES WARRANT=070220 RUN=1 BIWEEKLY		19,966.45	
PRJ 325-602200	07/02/2020	PR 070220	070220	1070220	1070220	STATE RETIREMENT WARRANT=070220 RUN=1 BIWEEKLY		3,479.40	
PRJ 325-602600	07/02/2020	PR 070220	070220	1070220	1070220	FICA TAXES WARRANT=070220 RUN=1 BIWEEKLY		1,472.70	
PRJ 411-600100	07/02/2020	PR 070220	070220	1070220	1070220	HEALTH INSURANCE WARRANT=070220 RUN=1 BIWEEKLY		2,878.82	
PRJ 411-600100-41130	07/02/2020	PR 070220	070220	1070220	1070220	WAGES AND SALARIES WARRANT=070220 RUN=1 BIWEEKLY		66,274.77	
PRJ 411-600100-41136	07/02/2020	PR 070220	070220	1070220	1070220	WAGES AND SALARIES WARRANT=070220 RUN=1 BIWEEKLY		855.59	
PRJ 411-600100-41138	07/02/2020	PR 070220	070220	1070220	1070220	WAGES AND SALARIES WARRANT=070220 RUN=1 BIWEEKLY		4,840.42	
PRJ 411-600100-41140	07/02/2020	PR 070220	070220	1070220	1070220	WAGES AND SALARIES WARRANT=070220 RUN=1 BIWEEKLY		7.69	
PRJ 411-600100-41143	07/02/2020	PR 070220	070220	1070220	1070220	WAGES AND SALARIES WARRANT=070220 RUN=1 BIWEEKLY		1,103.30	
PRJ 411-600100-41144	07/02/2020	PR 070220	070220	1070220	1070220	WAGES AND SALARIES WARRANT=070220 RUN=1 BIWEEKLY		1,103.30	
PRJ 411-600400	07/02/2020	PR 070220	070220	1070220	1070220	OVERTIME WARRANT=070220 RUN=1 BIWEEKLY		2,368.06	
PRJ 411-600400-41136	07/02/2020	PR 070220	070220	1070220	1070220	OVERTIME WARRANT=070220 RUN=1 BIWEEKLY		1,062.61	
PRJ 411-600400-41143	07/02/2020	PR 070220	070220	1070220	1070220	OVERTIME WARRANT=070220 RUN=1 BIWEEKLY		41.37	
PRJ 411-600400-41144	07/02/2020	PR 070220	070220	1070220	1070220	OVERTIME WARRANT=070220 RUN=1 BIWEEKLY		25.43	
PRJ 411-601900	07/02/2020	PR 070220	070220	1070220	1070220	STATE RETIREMENT WARRANT=070220 RUN=1 BIWEEKLY		11,640.39	
PRJ 411-601900-41130	07/02/2020	PR 070220	070220	1070220	1070220	STATE RETIREMENT WARRANT=070220 RUN=1 BIWEEKLY		148.87	
PRJ 411-601900-41136	07/02/2020	PR 070220	070220	1070220	1070220	STATE RETIREMENT WARRANT=070220 RUN=1 BIWEEKLY		1,027.13	
PRJ 411-601900-41138	07/02/2020	PR 070220	070220	1070220	1070220	STATE RETIREMENT WARRANT=070220 RUN=1 BIWEEKLY		1.34	

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PRJ 411-601900-41140	07/02/2020 PR 070220	070220 1070220	1070220			STATE RETIREMENT WARRANT=070220 RUN=1 BIWEEKLY		191.97	
PRJ 411-601900-41143	07/02/2020 PR 070220	070220 1070220	1070220			STATE RETIREMENT WARRANT=070220 RUN=1 BIWEEKLY		199.17	
PRJ 411-601900-41144	07/02/2020 PR 070220	070220 1070220	1070220			STATE RETIREMENT WARRANT=070220 RUN=1 BIWEEKLY		193.21	
PRJ 411-602200	07/02/2020 PR 070220	070220 1070220	1070220			FICA TAXES WARRANT=070220 RUN=1 BIWEEKLY		4,980.13	
PRJ 411-602200-41130	07/02/2020 PR 070220	070220 1070220	1070220			FICA TAXES WARRANT=070220 RUN=1 BIWEEKLY		61.58	
PRJ 411-602200-41136	07/02/2020 PR 070220	070220 1070220	1070220			FICA TAXES WARRANT=070220 RUN=1 BIWEEKLY		426.10	
PRJ 411-602200-41138	07/02/2020 PR 070220	070220 1070220	1070220			FICA TAXES WARRANT=070220 RUN=1 BIWEEKLY		.58	
PRJ 411-602200-41140	07/02/2020 PR 070220	070220 1070220	1070220			FICA TAXES WARRANT=070220 RUN=1 BIWEEKLY		70.82	
PRJ 411-602200-41143	07/02/2020 PR 070220	070220 1070220	1070220			FICA TAXES WARRANT=070220 RUN=1 BIWEEKLY		77.07	
PRJ 411-602200-41144	07/02/2020 PR 070220	070220 1070220	1070220			FICA TAXES WARRANT=070220 RUN=1 BIWEEKLY		84.76	
PRJ 411-602600	07/02/2020 PR 070220	070220 1070220	1070220			HEALTH INSURANCE WARRANT=070220 RUN=1 BIWEEKLY		13,844.22	
PRJ 411-602600-41130	07/02/2020 PR 070220	070220 1070220	1070220			HEALTH INSURANCE WARRANT=070220 RUN=1 BIWEEKLY		220.99	
PRJ 411-602600-41136	07/02/2020 PR 070220	070220 1070220	1070220			HEALTH INSURANCE WARRANT=070220 RUN=1 BIWEEKLY		998.44	
PRJ 411-602600-41138	07/02/2020 PR 070220	070220 1070220	1070220			HEALTH INSURANCE WARRANT=070220 RUN=1 BIWEEKLY		1.16	
PRJ 411-602600-41140	07/02/2020 PR 070220	070220 1070220	1070220			HEALTH INSURANCE WARRANT=070220 RUN=1 BIWEEKLY		541.91	
PRJ 411-602600-41143	07/02/2020 PR 070220	070220 1070220	1070220			HEALTH INSURANCE WARRANT=070220 RUN=1 BIWEEKLY		436.11	
PRJ 411-602600-41144	07/02/2020 PR 070220	070220 1070220	1070220			HEALTH INSURANCE WARRANT=070220 RUN=1 BIWEEKLY		10.00	
PRJ 415-600100	07/02/2020 PR 070220	070220 1070220	1070220			WAGES AND SALARIES WARRANT=070220 RUN=1 BIWEEKLY		2,701.00	
PRJ 415-600400	07/02/2020 PR 070220	070220 1070220	1070220			OVERTIME WARRANT=070220 RUN=1 BIWEEKLY		296.35	
PRJ 415-601900	07/02/2020 PR 070220	070220 1070220	1070220			STATE RETIREMENT WARRANT=070220 RUN=1 BIWEEKLY		521.54	
PRJ 415-602200	07/02/2020 PR 070220	070220 1070220	1070220			FICA TAXES WARRANT=070220 RUN=1 BIWEEKLY		220.27	
PRJ 415-602600	07/02/2020 PR 070220	070220 1070220	1070220			HEALTH INSURANCE WARRANT=070220 RUN=1 BIWEEKLY		547.80	
PRJ 611-600100	07/02/2020 PR 070220	070220 1070220	1070220			WAGES AND SALARIES WARRANT=070220 RUN=1 BIWEEKLY		40,712.26	
PRJ 611-601900	07/02/2020 PR 070220	070220 1070220	1070220			STATE RETIREMENT WARRANT=070220 RUN=1 BIWEEKLY		7,083.94	
PRJ 611-602200						FICA TAXES		2,936.46	

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PRJ 611-602600	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 621-600100	07/02/2020	PR 070220	070220	1070220	1070220	HEALTH INSURANCE WARRANT=070220 RUN=1 BIWEEKLY		7,807.69	
PRJ 621-601900	07/02/2020	PR 070220	070220	1070220	1070220	WAGES AND SALARIES WARRANT=070220 RUN=1 BIWEEKLY		5,722.85	
PRJ 621-602200	07/02/2020	PR 070220	070220	1070220	1070220	STATE RETIREMENT WARRANT=070220 RUN=1 BIWEEKLY		995.77	
PRJ 621-602600	07/02/2020	PR 070220	070220	1070220	1070220	FICA TAXES WARRANT=070220 RUN=1 BIWEEKLY		423.07	
PRJ 511-600100-05600	07/02/2020	PR 070220	070220	1070220	1070220	HEALTH INSURANCE WARRANT=070220 RUN=1 BIWEEKLY		700.73	
PRJ 511-601900-05600	07/02/2020	PR 070220	070220	1070220	1070220	WAGES AND SALARIES WARRANT=070220 RUN=1 BIWEEKLY		2,913.20	
PRJ 511-602200-05600	07/02/2020	PR 070220	070220	1070220	1070220	STATE RETIREMENT WARRANT=070220 RUN=1 BIWEEKLY		506.90	
PRJ 511-602600-05600	07/02/2020	PR 070220	070220	1070220	1070220	FICA TAXES WARRANT=070220 RUN=1 BIWEEKLY		214.09	
PRJ 515-600100-74500	07/02/2020	PR 070220	070220	1070220	1070220	HEALTH INSURANCE WARRANT=070220 RUN=1 BIWEEKLY		314.82	
PRJ 515-601900-74500	07/02/2020	PR 070220	070220	1070220	1070220	WAGES AND SALARIES WARRANT=070220 RUN=1 BIWEEKLY		1,162.22	
PRJ 515-602200-74500	07/02/2020	PR 070220	070220	1070220	1070220	STATE RETIREMENT WARRANT=070220 RUN=1 BIWEEKLY		202.22	
PRJ 515-602600-74500	07/02/2020	PR 070220	070220	1070220	1070220	FICA TAXES WARRANT=070220 RUN=1 BIWEEKLY		63.30	
PRJ 515-600100-COV19	07/02/2020	PR 070220	070220	1070220	1070220	HEALTH INSURANCE WARRANT=070220 RUN=1 BIWEEKLY		371.82	
PRJ 515-601900-COV19	07/02/2020	PR 070220	070220	1070220	1070220	WAGES AND SALARIES WARRANT=070220 RUN=1 BIWEEKLY		660.91	
PRJ 515-602200-COV19	07/02/2020	PR 070220	070220	1070220	1070220	STATE RETIREMENT WARRANT=070220 RUN=1 BIWEEKLY		115.00	
PRJ 515-602600-COV19	07/02/2020	PR 070220	070220	1070220	1070220	FICA TAXES WARRANT=070220 RUN=1 BIWEEKLY		7.69	
PRJ 811-600100	07/02/2020	PR 070220	070220	1070220	1070220	HEALTH INSURANCE WARRANT=070220 RUN=1 BIWEEKLY		211.44	
PRJ 811-600400	07/02/2020	PR 070220	070220	1070220	1070220	WAGES AND SALARIES WARRANT=070220 RUN=1 BIWEEKLY		23,567.66	
PRJ 811-601900	07/02/2020	PR 070220	070220	1070220	1070220	OVERTIME WARRANT=070220 RUN=1 BIWEEKLY		71.38	
PRJ 811-602200	07/02/2020	PR 070220	070220	1070220	1070220	STATE RETIREMENT WARRANT=070220 RUN=1 BIWEEKLY		4,113.19	
PRJ 811-602600	07/02/2020	PR 070220	070220	1070220	1070220	FICA TAXES WARRANT=070220 RUN=1 BIWEEKLY		1,735.05	
PRJ 825-600100	07/02/2020	PR 070220	070220	1070220	1070220	HEALTH INSURANCE WARRANT=070220 RUN=1 BIWEEKLY		3,817.25	
PRJ 825-601900	07/02/2020	PR 070220	070220	1070220	1070220	WAGES AND SALARIES WARRANT=070220 RUN=1 BIWEEKLY		1,540.26	
	07/02/2020	PR 070220	070220	1070220	1070220	STATE RETIREMENT WARRANT=070220 RUN=1 BIWEEKLY		268.01	

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PRJ 825-602200	07/02/2020	PR 070220	070220	1070220	1070220	FICA TAXES		114.94	
PRJ 825-602600	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 445-600100	07/02/2020	PR 070220	070220	1070220	1070220	HEALTH INSURANCE		298.90	
PRJ 445-600400	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 445-601900	07/02/2020	PR 070220	070220	1070220	1070220	WAGES AND SALARIES		8,335.00	
PRJ 445-602200	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 445-602600	07/02/2020	PR 070220	070220	1070220	1070220	OVERTIME		34.33	
PRJ 445-602200	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 445-602600	07/02/2020	PR 070220	070220	1070220	1070220	STATE RETIREMENT		1,456.27	
PRJ 445-602200	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 445-602600	07/02/2020	PR 070220	070220	1070220	1070220	FICA TAXES		611.20	
PRJ 445-602600	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 445-602600	07/02/2020	PR 070220	070220	1070220	1070220	HEALTH INSURANCE		1,312.39	
PRJ 445-602600	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
GENERAL LEDGER TOTAL								2,517,667.81	2,517,667.81
PRJ 001-200100	07/02/2020					EQTY IN PLD CASH-GENERAL		1,443,987.68	
PRJ 010-110100	07/02/2020					EQUITY IN POOLED CASH			1,443,987.68
PRJ 001-201900	07/02/2020					EQTY IN PLD CASH-CDBG		6,743.61	
PRJ 200-110100	07/02/2020					EQUITY IN POOLED CASH			6,743.61
PRJ 001-203700	07/02/2020					EQTY IN PLD CASH-WATER\SEWER		35,526.64	
PRJ 400-110100	07/02/2020					EQUITY IN POOLED CASH			35,526.64
PRJ 001-204300	07/02/2020					EQTY IN PLD CASH-J T JONES		11,749.19	
PRJ 420-110100	07/02/2020					EQUITY IN POOLED CASH			11,749.19
SYSTEM GENERATED ENTRIES TOTAL								1,498,007.12	1,498,007.12
JOURNAL 2020/10/100002 TOTAL								4,015,674.93	4,015,674.93
2020 10 100002						EXPENDITURE CONTROL		1,443,987.68	
PRJ 010-311300	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 200-311300	07/02/2020	PR 070220	070220	1070220	1070220	EXPENDITURE CONTROL		6,743.61	
PRJ 400-311300	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 420-311300	07/02/2020	PR 070220	070220	1070220	1070220	EXPENDITURE CONTROL		35,526.64	
PRJ 420-311300	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			
PRJ 420-311300	07/02/2020	PR 070220	070220	1070220	1070220	EXPENDITURE CONTROL		11,749.19	
PRJ 420-311300	07/02/2020	PR 070220	070220	1070220	1070220	WARRANT=070220 RUN=1 BIWEEKLY			

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
001 POOLED CASH			2020	10	100002	07/02/2020			
001-100351						PAYROLL CLEARING		788,417.12	
001-100351						PAYROLL CLEARING			1,729,287.02
001-200100						EQTY IN PLD CASH-GENERAL		1,443,987.68	
001-201900						EQTY IN PLD CASH-CDBG		6,743.61	
001-203700						EQTY IN PLD CASH-WATER\SEWER		35,526.64	
001-204300						EQTY IN PLD CASH-J T JONES		11,749.19	
001-213700						WITHHOLDING-FEDERAL		73,178.18	
001-213700						WITHHOLDING-FEDERAL			73,178.18
001-213900						WITHHOLDING-STATE			29,216.36
001-214100						WITHHOLDING-RETIREMENT			280,003.19
001-214300						WITHHOLDING-HEALTH INSURANCE			220,094.61
001-214350						WITHHOLDING-VISION 100%EE PAID			2,617.44
001-214400						WITHHOLDING-FLEX SPENDING ACCT			3,340.00
001-214700						WITHHOLDING-GARNISHMENTS		4,340.69	
001-214700						WITHHOLDING-GARNISHMENTS			6,924.20
001-214900						WITHHOLDING-DEFERRED COMP			7,458.00
001-215900						WITHHOLDING-POLICE BENEVOLENT			751.75
001-216100						WITHHOLDING-COLONIAL LIFE			89.19
001-216150						WITHHOLDING-LINCOLN NATL LIFE			5,647.91
001-216300						WITHHOLDING-AFLAC			4,502.93
001-216400						WITHHOLDING-UNUM			794.93
001-216500						WITHHOLDING-PREPAID LEGAL			37.40
001-216700						ACCRUED AND WITHHELD FICA		153,724.70	
001-216700						ACCRUED AND WITHHELD FICA			153,724.70
						FUND TOTAL		2,517,667.81	2,517,667.81
010 GENERAL FUND			2020	10	100002	07/02/2020			
010-110100						EQUITY IN POOLED CASH			1,443,987.68
010-311300						EXPENDITURE CONTROL		1,443,987.68	
						FUND TOTAL		1,443,987.68	1,443,987.68
200 COMMUNITY DEVELOPMENT			2020	10	100002	07/02/2020			
200-110100						EQUITY IN POOLED CASH			6,743.61
200-311300						EXPENDITURE CONTROL		6,743.61	
						FUND TOTAL		6,743.61	6,743.61
400 WATER/SEWER UTILITY FUND			2020	10	100002	07/02/2020			
400-110100						EQUITY IN POOLED CASH			35,526.64
400-311300						EXPENDITURE CONTROL		35,526.64	
						FUND TOTAL		35,526.64	35,526.64
420 JOSEPH T JONES			2020	10	100002	07/02/2020			
420-110100						EQUITY IN POOLED CASH			11,749.19
420-311300						EXPENDITURE CONTROL		11,749.19	

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FUND	YEAR PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT							
FUND TOTAL						11,749.19	11,749.19

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FUND		DUE TO	DUE FROM
001	POOLED CASH	1,498,007.12	
010	GENERAL FUND		1,443,987.68
200	COMMUNITY DEVELOPMENT		6,743.61
400	WATER/SEWER UTILITY FUND		35,526.64
420	JOSEPH T JONES		11,749.19
TOTAL		1,498,007.12	1,498,007.12

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WARRANT 071620

PAY PERIOD 06/29/2020 to 07/12/2020

CHECK DATE 07/16/2020

YEAR 2020 PERIOD 10
EXPENDITURE ENTRIES
SHORT DESC 071620

GL EFF DATE 07/16/2020
REFERENCE 071620
REFERENCE2 1071620

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2020 PERIOD 10				GL EFF DATE 07/16/2020	
111	600100		EXECUTIVE	WAGES AND SALARIES	7,752.92
111	601900		EXECUTIVE	STATE RETIREMENT	1,349.00
111	602200		EXECUTIVE	FICA TAXES	562.62
111	602600		EXECUTIVE	HEALTH INSURANCE	1,277.34
115	600100		LEGISLATIVE	WAGES AND SALARIES	7,950.87
115	601900		LEGISLATIVE	STATE RETIREMENT	1,383.47
115	602200		LEGISLATIVE	FICA TAXES	505.48
115	602600		LEGISLATIVE	HEALTH INSURANCE	3,792.60
125	600100		JUDICIAL	WAGES AND SALARIES	27,769.84
125	600400		JUDICIAL	OVERTIME	12.99
125	601900		JUDICIAL	STATE RETIREMENT	4,834.18
125	602200		JUDICIAL	FICA TAXES	1,976.71
125	602600		JUDICIAL	HEALTH INSURANCE	5,768.52
135	600100		LEGAL	WAGES AND SALARIES	24,311.36
135	601900		LEGAL	STATE RETIREMENT	4,230.17
135	602200		LEGAL	FICA TAXES	1,794.56
135	602600		LEGAL	HEALTH INSURANCE	3,074.32
145	600100		GENERAL ADMINISTRATION	WAGES AND SALARIES	35,866.64
145	601900		GENERAL ADMINISTRATION	STATE RETIREMENT	6,136.40
145	602200		GENERAL ADMINISTRATION	FICA TAXES	2,599.35
145	602600		GENERAL ADMINISTRATION	HEALTH INSURANCE	5,300.61
150	600100		INFORMATION TECHNOLOGY	WAGES AND SALARIES	21,929.72
150	600400		INFORMATION TECHNOLOGY	OVERTIME	130.50
150	601900		INFORMATION TECHNOLOGY	STATE RETIREMENT	3,838.48
150	602200		INFORMATION TECHNOLOGY	FICA TAXES	1,570.37
150	602600		INFORMATION TECHNOLOGY	HEALTH INSURANCE	4,793.04
213	600100		POLICE OPERATING	WAGES AND SALARIES	327,483.80
213	600100	COV19	POLICE OPERATING	WAGES AND SALARIES	6,973.25
213	600400		POLICE OPERATING	OVERTIME	34,763.24
213	601000		POLICE OPERATING	HOLIDAY PAY	10,618.87
213	601900		POLICE OPERATING	STATE RETIREMENT	64,878.62
213	601900	COV19	POLICE OPERATING	STATE RETIREMENT	1,213.34
213	602200		POLICE OPERATING	FICA TAXES	27,179.60
213	602200	COV19	POLICE OPERATING	FICA TAXES	91.75
213	602600		POLICE OPERATING	HEALTH INSURANCE	54,861.65
213	602600	COV19	POLICE OPERATING	HEALTH INSURANCE	1,948.28
290	600100		FIRE	WAGES AND SALARIES	244,488.83
290	600100	COV19	FIRE	WAGES AND SALARIES	1,121.16
290	600400		FIRE	OVERTIME	852.42
290	601900		FIRE	STATE RETIREMENT	42,689.41
290	601900	COV19	FIRE	STATE RETIREMENT	195.08
290	602200		FIRE	FICA TAXES	17,500.75
290	602200	COV19	FIRE	FICA TAXES	14.13
290	602600		FIRE	HEALTH INSURANCE	49,831.83
290	602600	COV19	FIRE	HEALTH INSURANCE	291.64
313	600100		PUBLIC WORKS ADMIN	WAGES AND SALARIES	16,128.90
313	601900		PUBLIC WORKS ADMIN	STATE RETIREMENT	2,816.86

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 071620

PAY PERIOD 06/29/2020 to 07/12/2020

CHECK DATE 07/16/2020

YEAR 2020 PERIOD 10
EXPENDITURE ENTRIES
SHORT DESC 071620

GL EFF DATE 07/16/2020
REFERENCE 071620
REFERENCE2 1071620

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
313	602200		PUBLIC WORKS ADMIN	FICA TAXES	1,195.17
313	602600		PUBLIC WORKS ADMIN	HEALTH INSURANCE	1,576.52
315	600100		TRAFFIC CONTROL AND SAFETY	WAGES AND SALARIES	12,077.40
315	600400		TRAFFIC CONTROL AND SAFETY	OVERTIME	1,042.26
315	601900		TRAFFIC CONTROL AND SAFETY	STATE RETIREMENT	2,293.28
315	602200		TRAFFIC CONTROL AND SAFETY	FICA TAXES	973.63
315	602600		TRAFFIC CONTROL AND SAFETY	HEALTH INSURANCE	2,227.05
335	600100		MAINTENANCE GARAGE	WAGES AND SALARIES	15,567.02
335	600100	COV19	MAINTENANCE GARAGE	WAGES AND SALARIES	184.77
335	601900		MAINTENANCE GARAGE	STATE RETIREMENT	2,713.88
335	601900	COV19	MAINTENANCE GARAGE	STATE RETIREMENT	32.15
335	602200		MAINTENANCE GARAGE	FICA TAXES	1,130.47
335	602200	COV19	MAINTENANCE GARAGE	FICA TAXES	2.32
335	602600		MAINTENANCE GARAGE	HEALTH INSURANCE	2,614.16
335	602600	COV19	MAINTENANCE GARAGE	HEALTH INSURANCE	76.07
325	600100		ENGINEERING	WAGES AND SALARIES	19,966.44
325	601900		ENGINEERING	STATE RETIREMENT	3,479.40
325	602200		ENGINEERING	FICA TAXES	1,472.71
325	602600		ENGINEERING	HEALTH INSURANCE	2,878.82
411	600100		LEISURE SERVICES	WAGES AND SALARIES	65,376.19
411	600100	41130	LEISURE SERVICES	WAGES AND SALARIES	598.91
411	600100	41136	LEISURE SERVICES	WAGES AND SALARIES	4,598.08
411	600100	41138	LEISURE SERVICES	WAGES AND SALARIES	121.78
411	600100	41140	LEISURE SERVICES	WAGES AND SALARIES	1,103.30
411	600100	41143	LEISURE SERVICES	WAGES AND SALARIES	1,103.31
411	600100	41144	LEISURE SERVICES	WAGES AND SALARIES	1,085.00
411	600400		LEISURE SERVICES	OVERTIME	331.24
411	600400	41136	LEISURE SERVICES	OVERTIME	116.79
411	600400	41144	LEISURE SERVICES	OVERTIME	61.03
411	601000		LEISURE SERVICES	HOLIDAY PAY	72.48
411	601900		LEISURE SERVICES	STATE RETIREMENT	11,190.41
411	601900	41130	LEISURE SERVICES	STATE RETIREMENT	104.21
411	601900	41136	LEISURE SERVICES	STATE RETIREMENT	820.39
411	601900	41138	LEISURE SERVICES	STATE RETIREMENT	21.19
411	601900	41140	LEISURE SERVICES	STATE RETIREMENT	191.97
411	601900	41143	LEISURE SERVICES	STATE RETIREMENT	191.98
411	601900	41144	LEISURE SERVICES	STATE RETIREMENT	199.41
411	602200		LEISURE SERVICES	FICA TAXES	4,757.95
411	602200	41130	LEISURE SERVICES	FICA TAXES	43.11
411	602200	41136	LEISURE SERVICES	FICA TAXES	335.22
411	602200	41138	LEISURE SERVICES	FICA TAXES	9.16
411	602200	41140	LEISURE SERVICES	FICA TAXES	70.82
411	602200	41143	LEISURE SERVICES	FICA TAXES	73.91
411	602200	41144	LEISURE SERVICES	FICA TAXES	87.48
411	602600		LEISURE SERVICES	HEALTH INSURANCE	14,027.56
411	602600	41130	LEISURE SERVICES	HEALTH INSURANCE	154.69
411	602600	41136	LEISURE SERVICES	HEALTH INSURANCE	998.44
411	602600	41138	LEISURE SERVICES	HEALTH INSURANCE	18.38

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WARRANT 071620

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CHECK DATE 07/16/2020

YEAR 2020 PERIOD 10
EXPENDITURE ENTRIES
SHORT DESC 071620

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REFERENCE 071620
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ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
411	602600	41140	LEISURE SERVICES	HEALTH INSURANCE	541.91
411	602600	41143	LEISURE SERVICES	HEALTH INSURANCE	436.11
411	602600	41144	LEISURE SERVICES	HEALTH INSURANCE	9.75
415	600100		BUILDING MAINTENANCE	WAGES AND SALARIES	2,007.13
415	600400		BUILDING MAINTENANCE	OVERTIME	70.31
415	601900		BUILDING MAINTENANCE	STATE RETIREMENT	361.48
415	602200		BUILDING MAINTENANCE	FICA TAXES	152.05
415	602600		BUILDING MAINTENANCE	HEALTH INSURANCE	413.79
611	600100		PLANNING AND ZONING	WAGES AND SALARIES	43,551.69
611	601900		PLANNING AND ZONING	STATE RETIREMENT	7,577.99
611	602200		PLANNING AND ZONING	FICA TAXES	3,158.32
611	602600		PLANNING AND ZONING	HEALTH INSURANCE	7,209.89
621	600100		ECONOMIC DEVELOPMENT	WAGES AND SALARIES	5,722.86
621	601900		ECONOMIC DEVELOPMENT	STATE RETIREMENT	995.78
621	602200		ECONOMIC DEVELOPMENT	FICA TAXES	423.06
621	602600		ECONOMIC DEVELOPMENT	HEALTH INSURANCE	700.73
FUND TOTALS					1,339,156.23
511	600100	05600	COMMUNITY DEVELOPMENT	WAGES AND SALARIES	2,913.20
511	601900	05600	COMMUNITY DEVELOPMENT	STATE RETIREMENT	506.90
511	602200	05600	COMMUNITY DEVELOPMENT	FICA TAXES	214.10
511	602600	05600	COMMUNITY DEVELOPMENT	HEALTH INSURANCE	314.82
515	600100	74500	HOME CONSORTIUM-GULFPORT	WAGES AND SALARIES	2,556.91
515	600100	COV19	HOME CONSORTIUM-GULFPORT	WAGES AND SALARIES	546.96
515	601900	74500	HOME CONSORTIUM-GULFPORT	STATE RETIREMENT	444.90
515	601900	COV19	HOME CONSORTIUM-GULFPORT	STATE RETIREMENT	95.17
515	602200	74500	HOME CONSORTIUM-GULFPORT	FICA TAXES	194.19
515	602200	COV19	HOME CONSORTIUM-GULFPORT	FICA TAXES	7.75
FUND TOTALS					7,794.90
811	600100		UTILITY BILLING	WAGES AND SALARIES	20,270.50
811	600400		UTILITY BILLING	OVERTIME	100.57
811	601900		UTILITY BILLING	STATE RETIREMENT	3,544.56
811	602200		UTILITY BILLING	FICA TAXES	1,485.07
811	602600		UTILITY BILLING	HEALTH INSURANCE	3,817.25
825	600100		SEWER OPERATIONS	WAGES AND SALARIES	1,540.26
825	601900		SEWER OPERATIONS	STATE RETIREMENT	268.01
825	602200		SEWER OPERATIONS	FICA TAXES	114.94
825	602600		SEWER OPERATIONS	HEALTH INSURANCE	298.90
FUND TOTALS					31,440.06
445	600100		JOSEPH T JONES	WAGES AND SALARIES	9,805.52
445	600400		JOSEPH T JONES	OVERTIME	177.37
445	601000		JOSEPH T JONES	HOLIDAY PAY	137.31
445	601900		JOSEPH T JONES	STATE RETIREMENT	1,760.92

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ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
445	602200		JOSEPH T JONES	FICA TAXES	749.96
445	602600		JOSEPH T JONES	HEALTH INSURANCE	1,038.49
FUND TOTALS					13,669.57
GRAND TOTALS					1,392,060.76

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WARRANT 071620

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PAYROLL VENDOR INVOICES TO BE CREATED

VENDOR	REMIT NAME	WITHHOLDING ORG/OBJ/PROJ	AMOUNT
1282	GROUP HEALTH LIFE AND DISABILITY	001-214350-	5,171.74
		Total for vendor/remit: 1282/0	5,171.74

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2020 10 100659									
PRJ 001-100351	07/16/2020	071620	071620	1071620	1071620	PAYROLL CLEARING		739,618.88	
						WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 001-213700	07/16/2020	071620	071620	1071620	1071620	WITHHOLDING-FEDERAL			67,152.69
						WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 001-213700	07/16/2020	071620	071620	1071620	1071620	WITHHOLDING-FEDERAL		67,152.69	
						WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 001-100351	07/16/2020	071620	071620	1071620	1071620	PAYROLL CLEARING			2,087,573.28
						WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 001-213900	07/16/2020	071620	071620	1071620	1071620	WITHHOLDING-STATE			25,837.64
						WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 001-214100	07/16/2020	071620	071620	1071620	1071620	WITHHOLDING-RETIREMENT			258,440.42
						WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 001-214300	07/16/2020	071620	071620	1071620	1071620	WITHHOLDING-HEALTH INSURANCE			215,289.43
						WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 001-214300	07/16/2020	071620	071620	1071620	1071620	WITHHOLDING-HEALTH INSURANCE		435,384.04	
						WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 001-214350	07/16/2020	071620	071620	1071620	1071620	WITHHOLDING-VISION 100%EE PAID			2,554.30
						WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 001-214400	07/16/2020	071620	071620	1071620	1071620	WITHHOLDING-FLEX SPENDING ACCT			3,146.81
						WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 001-214400	07/16/2020	071620	071620	1071620	1071620	WITHHOLDING-FLEX SPENDING ACCT		6,486.81	
						WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 001-214700	07/16/2020	071620	071620	1071620	1071620	WITHHOLDING-GARNISHMENTS			6,566.28
						WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 001-214700	07/16/2020	071620	071620	1071620	1071620	WITHHOLDING-GARNISHMENTS		6,575.56	
						WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 001-214900	07/16/2020	071620	071620	1071620	1071620	WITHHOLDING-DEFERRED COMP			7,493.00
						WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 001-214900	07/16/2020	071620	071620	1071620	1071620	WITHHOLDING-DEFERRED COMP		14,951.00	
						WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 001-215900	07/16/2020	071620	071620	1071620	1071620	WITHHOLDING-POLICE BENEVOLENT			751.75
						WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 001-215900	07/16/2020	071620	071620	1071620	1071620	WITHHOLDING-POLICE BENEVOLENT		1,503.50	
						WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 001-216100	07/16/2020	071620	071620	1071620	1071620	WITHHOLDING-COLONIAL LIFE			89.19
						WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 001-216100	07/16/2020	071620	071620	1071620	1071620	WITHHOLDING-COLONIAL LIFE		178.38	
						WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 001-216150	07/16/2020	071620	071620	1071620	1071620	WITHHOLDING-LINCOLN NATL LIFE			5,551.71
						WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 001-216150	07/16/2020	071620	071620	1071620	1071620	WITHHOLDING-LINCOLN NATL LIFE		11,199.62	
						WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 001-216300	07/16/2020	071620	071620	1071620	1071620	WITHHOLDING-AFLAC			4,502.93
						WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 001-216300	07/16/2020	071620	071620	1071620	1071620	WITHHOLDING-AFLAC		9,005.86	
						WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 001-216400						WITHHOLDING-UNUM			780.63

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PRJ 001-216400	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY WITHHOLDING-UNUM		1,575.56	
PRJ 001-216500	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY WITHHOLDING-PREPAID LEGAL			37.40
PRJ 001-216500	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY WITHHOLDING-PREPAID LEGAL		74.80	
PRJ 001-216700	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY ACCRUED AND WITHHELD FICA			141,424.70
PRJ 001-216700	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY ACCRUED AND WITHHELD FICA		141,424.70	
PRJ 111-600100	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY WAGES AND SALARIES		7,752.92	
PRJ 111-601900	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY STATE RETIREMENT		1,349.00	
PRJ 111-602200	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY FICA TAXES		562.62	
PRJ 111-602600	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY HEALTH INSURANCE		1,277.34	
PRJ 115-600100	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY WAGES AND SALARIES		7,950.87	
PRJ 115-601900	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY STATE RETIREMENT		1,383.47	
PRJ 115-602200	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY FICA TAXES		505.48	
PRJ 115-602600	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY HEALTH INSURANCE		3,792.60	
PRJ 125-600100	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY WAGES AND SALARIES		27,769.84	
PRJ 125-600400	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY OVERTIME		12.99	
PRJ 125-601900	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY STATE RETIREMENT		4,834.18	
PRJ 125-602200	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY FICA TAXES		1,976.71	
PRJ 125-602600	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY HEALTH INSURANCE		5,768.52	
PRJ 135-600100	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY WAGES AND SALARIES		24,311.36	
PRJ 135-601900	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY STATE RETIREMENT		4,230.17	
PRJ 135-602200	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY FICA TAXES		1,794.56	
PRJ 135-602600	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY HEALTH INSURANCE		3,074.32	
PRJ 145-600100	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY WAGES AND SALARIES		35,866.64	
PRJ 145-601900	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY STATE RETIREMENT		6,136.40	
	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 145-602200	07/16/2020	071620	071620	1071620	1071620	FICA TAXES		2,599.35	
PRJ 145-602600	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 150-600100	07/16/2020	071620	071620	1071620	1071620	HEALTH INSURANCE		5,300.61	
PRJ 150-600400	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 150-601900	07/16/2020	071620	071620	1071620	1071620	WAGES AND SALARIES		21,929.72	
PRJ 150-602200	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 150-602600	07/16/2020	071620	071620	1071620	1071620	OVERTIME		130.50	
PRJ 213-600100	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 213-600400	07/16/2020	071620	071620	1071620	1071620	STATE RETIREMENT		3,838.48	
PRJ 213-601000	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 213-601900	07/16/2020	071620	071620	1071620	1071620	FICA TAXES		1,570.37	
PRJ 213-602200	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 213-602600	07/16/2020	071620	071620	1071620	1071620	HEALTH INSURANCE		4,793.04	
PRJ 213-600100-COV19	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 213-601900-COV19	07/16/2020	071620	071620	1071620	1071620	WAGES AND SALARIES		327,483.80	
PRJ 213-602200-COV19	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 213-602600-COV19	07/16/2020	071620	071620	1071620	1071620	OVERTIME		34,763.24	
PRJ 290-600100	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 290-600400	07/16/2020	071620	071620	1071620	1071620	HOLIDAY PAY		10,618.87	
PRJ 290-601900	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 290-602200	07/16/2020	071620	071620	1071620	1071620	STATE RETIREMENT		64,878.62	
PRJ 290-602600	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 290-600100-COV19	07/16/2020	071620	071620	1071620	1071620	FICA TAXES		27,179.60	
PRJ 290-601900-COV19	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 290-602200-COV19	07/16/2020	071620	071620	1071620	1071620	HEALTH INSURANCE		54,861.65	
PRJ 290-602600-COV19	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 290-600100	07/16/2020	071620	071620	1071620	1071620	WAGES AND SALARIES		6,973.25	
PRJ 290-600400	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 290-601900	07/16/2020	071620	071620	1071620	1071620	STATE RETIREMENT		1,213.34	
PRJ 290-602200	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 290-602600	07/16/2020	071620	071620	1071620	1071620	FICA TAXES		91.75	
PRJ 290-600100-COV19	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 290-601900-COV19	07/16/2020	071620	071620	1071620	1071620	HEALTH INSURANCE		1,948.28	
PRJ 290-602200-COV19	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 290-602600-COV19	07/16/2020	071620	071620	1071620	1071620	WAGES AND SALARIES		244,488.83	
PRJ 290-600100	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 290-601900	07/16/2020	071620	071620	1071620	1071620	OVERTIME		852.42	
PRJ 290-602200	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 290-602600	07/16/2020	071620	071620	1071620	1071620	STATE RETIREMENT		42,689.41	
PRJ 290-600100-COV19	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 290-601900-COV19	07/16/2020	071620	071620	1071620	1071620	FICA TAXES		17,500.75	
PRJ 290-602200-COV19	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 290-602600-COV19	07/16/2020	071620	071620	1071620	1071620	HEALTH INSURANCE		49,831.83	
PRJ 290-600100	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 290-601900	07/16/2020	071620	071620	1071620	1071620	WAGES AND SALARIES		1,121.16	
PRJ 290-602200	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 290-602600	07/16/2020	071620	071620	1071620	1071620	STATE RETIREMENT		195.08	
PRJ 290-600100-COV19	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 290-601900-COV19	07/16/2020	071620	071620	1071620	1071620	FICA TAXES		14.13	

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 290-602600-COV19	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY		291.64	
PRJ 313-600100	07/16/2020	071620	071620	1071620	1071620	HEALTH INSURANCE WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 313-601900	07/16/2020	071620	071620	1071620	1071620	WAGES AND SALARIES WARRANT=071620 RUN=1 BIWEEKLY		16,128.90	
PRJ 313-602200	07/16/2020	071620	071620	1071620	1071620	STATE RETIREMENT WARRANT=071620 RUN=1 BIWEEKLY		2,816.86	
PRJ 313-602600	07/16/2020	071620	071620	1071620	1071620	FICA TAXES WARRANT=071620 RUN=1 BIWEEKLY		1,195.17	
PRJ 315-600100	07/16/2020	071620	071620	1071620	1071620	HEALTH INSURANCE WARRANT=071620 RUN=1 BIWEEKLY		1,576.52	
PRJ 315-600400	07/16/2020	071620	071620	1071620	1071620	WAGES AND SALARIES WARRANT=071620 RUN=1 BIWEEKLY		12,077.40	
PRJ 315-601900	07/16/2020	071620	071620	1071620	1071620	OVERTIME WARRANT=071620 RUN=1 BIWEEKLY		1,042.26	
PRJ 315-602200	07/16/2020	071620	071620	1071620	1071620	STATE RETIREMENT WARRANT=071620 RUN=1 BIWEEKLY		2,293.28	
PRJ 315-602600	07/16/2020	071620	071620	1071620	1071620	FICA TAXES WARRANT=071620 RUN=1 BIWEEKLY		973.63	
PRJ 335-600100	07/16/2020	071620	071620	1071620	1071620	HEALTH INSURANCE WARRANT=071620 RUN=1 BIWEEKLY		2,227.05	
PRJ 335-600100-COV19	07/16/2020	071620	071620	1071620	1071620	WAGES AND SALARIES WARRANT=071620 RUN=1 BIWEEKLY		15,567.02	
PRJ 335-601900	07/16/2020	071620	071620	1071620	1071620	STATE RETIREMENT WARRANT=071620 RUN=1 BIWEEKLY		184.77	
PRJ 335-602200	07/16/2020	071620	071620	1071620	1071620	FICA TAXES WARRANT=071620 RUN=1 BIWEEKLY		2,713.88	
PRJ 335-602600-COV19	07/16/2020	071620	071620	1071620	1071620	STATE RETIREMENT WARRANT=071620 RUN=1 BIWEEKLY		32.15	
PRJ 335-602200	07/16/2020	071620	071620	1071620	1071620	FICA TAXES WARRANT=071620 RUN=1 BIWEEKLY		1,130.47	
PRJ 335-602600-COV19	07/16/2020	071620	071620	1071620	1071620	HEALTH INSURANCE WARRANT=071620 RUN=1 BIWEEKLY		2,614.16	
PRJ 335-602600-COV19	07/16/2020	071620	071620	1071620	1071620	HEALTH INSURANCE WARRANT=071620 RUN=1 BIWEEKLY		76.07	
PRJ 325-600100	07/16/2020	071620	071620	1071620	1071620	WAGES AND SALARIES WARRANT=071620 RUN=1 BIWEEKLY		19,966.44	
PRJ 325-601900	07/16/2020	071620	071620	1071620	1071620	STATE RETIREMENT WARRANT=071620 RUN=1 BIWEEKLY		3,479.40	
PRJ 325-602200	07/16/2020	071620	071620	1071620	1071620	FICA TAXES WARRANT=071620 RUN=1 BIWEEKLY		1,472.71	
PRJ 325-602600	07/16/2020	071620	071620	1071620	1071620	HEALTH INSURANCE WARRANT=071620 RUN=1 BIWEEKLY		2,878.82	
PRJ 411-600100	07/16/2020	071620	071620	1071620	1071620	WAGES AND SALARIES WARRANT=071620 RUN=1 BIWEEKLY		65,376.19	
PRJ 411-600100-41130	07/16/2020	071620	071620	1071620	1071620	WAGES AND SALARIES WARRANT=071620 RUN=1 BIWEEKLY		598.91	

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PRJ 411-600100-41136	07/16/2020	071620	1071620	1071620		WAGES AND SALARIES		4,598.08	
PRJ 411-600100-41138	07/16/2020	071620	1071620	1071620		WARRANT=071620 RUN=1 BIWEEKLY		121.78	
PRJ 411-600100-41140	07/16/2020	071620	1071620	1071620		WAGES AND SALARIES		1,103.30	
PRJ 411-600100-41143	07/16/2020	071620	1071620	1071620		WARRANT=071620 RUN=1 BIWEEKLY		1,103.31	
PRJ 411-600100-41144	07/16/2020	071620	1071620	1071620		WAGES AND SALARIES		1,085.00	
PRJ 411-600400	07/16/2020	071620	1071620	1071620		WARRANT=071620 RUN=1 BIWEEKLY		331.24	
PRJ 411-600400-41136	07/16/2020	071620	1071620	1071620		OVERTIME		116.79	
PRJ 411-600400-41144	07/16/2020	071620	1071620	1071620		WARRANT=071620 RUN=1 BIWEEKLY		61.03	
PRJ 411-601000	07/16/2020	071620	1071620	1071620		OVERTIME		72.48	
PRJ 411-601900	07/16/2020	071620	1071620	1071620		HOLIDAY PAY		11,190.41	
PRJ 411-601900-41130	07/16/2020	071620	1071620	1071620		WARRANT=071620 RUN=1 BIWEEKLY		104.21	
PRJ 411-601900-41136	07/16/2020	071620	1071620	1071620		STATE RETIREMENT		820.39	
PRJ 411-601900-41138	07/16/2020	071620	1071620	1071620		WARRANT=071620 RUN=1 BIWEEKLY		21.19	
PRJ 411-601900-41140	07/16/2020	071620	1071620	1071620		STATE RETIREMENT		191.97	
PRJ 411-601900-41143	07/16/2020	071620	1071620	1071620		WARRANT=071620 RUN=1 BIWEEKLY		191.98	
PRJ 411-601900-41144	07/16/2020	071620	1071620	1071620		STATE RETIREMENT		199.41	
PRJ 411-602200	07/16/2020	071620	1071620	1071620		WARRANT=071620 RUN=1 BIWEEKLY		4,757.95	
PRJ 411-602200-41130	07/16/2020	071620	1071620	1071620		FICA TAXES		43.11	
PRJ 411-602200-41136	07/16/2020	071620	1071620	1071620		WARRANT=071620 RUN=1 BIWEEKLY		335.22	
PRJ 411-602200-41138	07/16/2020	071620	1071620	1071620		FICA TAXES		9.16	
PRJ 411-602200-41140	07/16/2020	071620	1071620	1071620		WARRANT=071620 RUN=1 BIWEEKLY		70.82	
PRJ 411-602200-41143	07/16/2020	071620	1071620	1071620		FICA TAXES		73.91	
PRJ 411-602200-41144	07/16/2020	071620	1071620	1071620		WARRANT=071620 RUN=1 BIWEEKLY		87.48	
PRJ 411-602600	07/16/2020	071620	1071620	1071620		HEALTH INSURANCE		14,027.56	
PRJ 411-602600-41130	07/16/2020	071620	1071620	1071620		WARRANT=071620 RUN=1 BIWEEKLY		154.69	

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PRJ 411-602600-41136	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620	RUN=1 BIWEEKLY		
PRJ 411-602600-41138	07/16/2020	071620	071620	1071620	1071620	HEALTH INSURANCE		998.44	
PRJ 411-602600-41140	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620	RUN=1 BIWEEKLY		
PRJ 411-602600-41143	07/16/2020	071620	071620	1071620	1071620	HEALTH INSURANCE		18.38	
PRJ 411-602600-41144	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620	RUN=1 BIWEEKLY		
PRJ 415-600100	07/16/2020	071620	071620	1071620	1071620	HEALTH INSURANCE		541.91	
PRJ 415-600400	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620	RUN=1 BIWEEKLY		
PRJ 415-601900	07/16/2020	071620	071620	1071620	1071620	HEALTH INSURANCE		436.11	
PRJ 415-602200	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620	RUN=1 BIWEEKLY		
PRJ 415-602600	07/16/2020	071620	071620	1071620	1071620	HEALTH INSURANCE		9.75	
PRJ 611-600100	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620	RUN=1 BIWEEKLY		
PRJ 611-601900	07/16/2020	071620	071620	1071620	1071620	WAGES AND SALARIES		2,007.13	
PRJ 611-602200	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620	RUN=1 BIWEEKLY		
PRJ 611-602600	07/16/2020	071620	071620	1071620	1071620	OVERTIME		70.31	
PRJ 621-600100	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620	RUN=1 BIWEEKLY		
PRJ 621-601900	07/16/2020	071620	071620	1071620	1071620	STATE RETIREMENT		361.48	
PRJ 621-602200	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620	RUN=1 BIWEEKLY		
PRJ 621-602600	07/16/2020	071620	071620	1071620	1071620	FICA TAXES		152.05	
PRJ 511-600100-05600	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620	RUN=1 BIWEEKLY		
PRJ 511-601900-05600	07/16/2020	071620	071620	1071620	1071620	HEALTH INSURANCE		413.79	
PRJ 511-602200-05600	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620	RUN=1 BIWEEKLY		
PRJ 515-600100-74500	07/16/2020	071620	071620	1071620	1071620	WAGES AND SALARIES		43,551.69	
PRJ 515-601900-74500	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620	RUN=1 BIWEEKLY		
PRJ 515-602600-05600	07/16/2020	071620	071620	1071620	1071620	STATE RETIREMENT		7,577.99	
PRJ 515-601900-74500	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620	RUN=1 BIWEEKLY		
PRJ 515-602600-05600	07/16/2020	071620	071620	1071620	1071620	FICA TAXES		3,158.32	
PRJ 515-601900-74500	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620	RUN=1 BIWEEKLY		
PRJ 515-602600-05600	07/16/2020	071620	071620	1071620	1071620	HEALTH INSURANCE		7,209.89	
PRJ 515-601900-74500	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620	RUN=1 BIWEEKLY		
PRJ 515-602600-05600	07/16/2020	071620	071620	1071620	1071620	WAGES AND SALARIES		5,722.86	
PRJ 515-601900-74500	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620	RUN=1 BIWEEKLY		
PRJ 515-602600-05600	07/16/2020	071620	071620	1071620	1071620	STATE RETIREMENT		995.78	
PRJ 515-601900-74500	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620	RUN=1 BIWEEKLY		
PRJ 515-602600-05600	07/16/2020	071620	071620	1071620	1071620	FICA TAXES		423.06	
PRJ 515-601900-74500	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620	RUN=1 BIWEEKLY		
PRJ 515-602600-05600	07/16/2020	071620	071620	1071620	1071620	HEALTH INSURANCE		700.73	
PRJ 515-601900-74500	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620	RUN=1 BIWEEKLY		
PRJ 515-602600-05600	07/16/2020	071620	071620	1071620	1071620	WAGES AND SALARIES		2,913.20	
PRJ 515-601900-74500	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620	RUN=1 BIWEEKLY		
PRJ 515-602600-05600	07/16/2020	071620	071620	1071620	1071620	STATE RETIREMENT		506.90	
PRJ 515-601900-74500	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620	RUN=1 BIWEEKLY		
PRJ 515-602600-05600	07/16/2020	071620	071620	1071620	1071620	FICA TAXES		214.10	
PRJ 515-601900-74500	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620	RUN=1 BIWEEKLY		
PRJ 515-602600-05600	07/16/2020	071620	071620	1071620	1071620	HEALTH INSURANCE		314.82	
PRJ 515-601900-74500	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620	RUN=1 BIWEEKLY		
PRJ 515-602600-05600	07/16/2020	071620	071620	1071620	1071620	WAGES AND SALARIES		2,556.91	
PRJ 515-601900-74500	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620	RUN=1 BIWEEKLY		
PRJ 515-602600-05600	07/16/2020	071620	071620	1071620	1071620	STATE RETIREMENT		444.90	
PRJ 515-601900-74500	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620	RUN=1 BIWEEKLY		

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 515-602200-74500	07/16/2020	071620	071620	1071620	1071620	FICA TAXES		194.19	
PRJ 515-600100-COV19	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 515-601900-COV19	07/16/2020	071620	071620	1071620	1071620	WAGES AND SALARIES		546.96	
PRJ 515-602200-COV19	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 811-600100	07/16/2020	071620	071620	1071620	1071620	STATE RETIREMENT		95.17	
PRJ 811-600400	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 811-601900	07/16/2020	071620	071620	1071620	1071620	FICA TAXES		7.75	
PRJ 811-602600	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 825-600100	07/16/2020	071620	071620	1071620	1071620	WAGES AND SALARIES		20,270.50	
PRJ 825-602200	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 825-602600	07/16/2020	071620	071620	1071620	1071620	OVERTIME		100.57	
PRJ 825-601900	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 825-602200	07/16/2020	071620	071620	1071620	1071620	STATE RETIREMENT		3,544.56	
PRJ 825-602600	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 825-600100	07/16/2020	071620	071620	1071620	1071620	FICA TAXES		1,485.07	
PRJ 825-602200	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 825-602600	07/16/2020	071620	071620	1071620	1071620	HEALTH INSURANCE		3,817.25	
PRJ 445-600100	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 445-600400	07/16/2020	071620	071620	1071620	1071620	WAGES AND SALARIES		1,540.26	
PRJ 445-601900	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 445-602200	07/16/2020	071620	071620	1071620	1071620	STATE RETIREMENT		268.01	
PRJ 445-602600	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 445-600100	07/16/2020	071620	071620	1071620	1071620	FICA TAXES		114.94	
PRJ 445-600400	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 445-601900	07/16/2020	071620	071620	1071620	1071620	HEALTH INSURANCE		298.90	
PRJ 445-602200	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 445-602600	07/16/2020	071620	071620	1071620	1071620	WAGES AND SALARIES		9,805.52	
PRJ 445-600100	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 445-600400	07/16/2020	071620	071620	1071620	1071620	OVERTIME		177.37	
PRJ 445-601900	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 445-602200	07/16/2020	071620	071620	1071620	1071620	HOLIDAY PAY		137.31	
PRJ 445-602600	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 445-600100	07/16/2020	071620	071620	1071620	1071620	STATE RETIREMENT		1,760.92	
PRJ 445-602200	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 445-602600	07/16/2020	071620	071620	1071620	1071620	FICA TAXES		749.96	
PRJ 445-600100	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
PRJ 445-602200	07/16/2020	071620	071620	1071620	1071620	HEALTH INSURANCE		1,038.49	
PRJ 445-602600	07/16/2020	071620	071620	1071620	1071620	WARRANT=071620 RUN=1 BIWEEKLY			
GENERAL LEDGER TOTAL								2,827,192.16	2,827,192.16
PRJ 001-200100	07/16/2020					EQTY IN PLD CASH-GENERAL		1,339,156.23	
PRJ 010-110100	07/16/2020					EQUITY IN POOLED CASH			1,339,156.23
PRJ 001-201900	07/16/2020					EQTY IN PLD CASH-CDBG		7,794.90	
PRJ 200-110100	07/16/2020					EQUITY IN POOLED CASH			7,794.90

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PRJ 001-203700	07/16/2020					EQTY IN PLD CASH-WATER\SEWER		31,440.06	
PRJ 400-110100	07/16/2020					EQUITY IN POOLED CASH			31,440.06
PRJ 001-204300	07/16/2020					EQTY IN PLD CASH-J T JONES		13,669.57	
PRJ 420-110100	07/16/2020					EQUITY IN POOLED CASH			13,669.57
SYSTEM GENERATED ENTRIES TOTAL								1,392,060.76	1,392,060.76
JOURNAL 2020/10/100659 TOTAL								4,219,252.92	4,219,252.92
PRJ 010-311300	07/16/2020	071620	071620	1071620		EXPENDITURE CONTROL WARRANT=071620 RUN=1 BIWEEKLY		1,339,156.23	
PRJ 200-311300	07/16/2020	071620	071620	1071620		EXPENDITURE CONTROL WARRANT=071620 RUN=1 BIWEEKLY		7,794.90	
PRJ 400-311300	07/16/2020	071620	071620	1071620		EXPENDITURE CONTROL WARRANT=071620 RUN=1 BIWEEKLY		31,440.06	
PRJ 420-311300	07/16/2020	071620	071620	1071620		EXPENDITURE CONTROL WARRANT=071620 RUN=1 BIWEEKLY		13,669.57	

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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FUND	YEAR	PER	JNL	EFF	DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT								
001 POOLED CASH	2020	10	100659	07/16/2020				
001-100351					PAYROLL CLEARING	739,618.88		
001-100351					PAYROLL CLEARING			2,087,573.28
001-200100					EQTY IN PLD CASH-GENERAL	1,339,156.23		
001-201900					EQTY IN PLD CASH-CDBG	7,794.90		
001-203700					EQTY IN PLD CASH-WATER\SEWER	31,440.06		
001-204300					EQTY IN PLD CASH-J T JONES	13,669.57		
001-213700					WITHHOLDING-FEDERAL	67,152.69		
001-213700					WITHHOLDING-FEDERAL			67,152.69
001-213900					WITHHOLDING-STATE			25,837.64
001-214100					WITHHOLDING-RETIREMENT			258,440.42
001-214300					WITHHOLDING-HEALTH INSURANCE	435,384.04		
001-214300					WITHHOLDING-HEALTH INSURANCE			215,289.43
001-214350					WITHHOLDING-VISION 100%EE PAID			2,554.30
001-214400					WITHHOLDING-FLEX SPENDING ACCT	6,486.81		
001-214400					WITHHOLDING-FLEX SPENDING ACCT			3,146.81
001-214700					WITHHOLDING-GARNISHMENTS	6,575.56		
001-214700					WITHHOLDING-GARNISHMENTS			6,566.28
001-214900					WITHHOLDING-DEFERRED COMP	14,951.00		
001-214900					WITHHOLDING-DEFERRED COMP			7,493.00
001-215900					WITHHOLDING-POLICE BENEVOLENT	1,503.50		
001-215900					WITHHOLDING-POLICE BENEVOLENT			751.75
001-216100					WITHHOLDING-COLONIAL LIFE	178.38		
001-216100					WITHHOLDING-COLONIAL LIFE			89.19
001-216150					WITHHOLDING-LINCOLN NATL LIFE	11,199.62		
001-216150					WITHHOLDING-LINCOLN NATL LIFE			5,551.71
001-216300					WITHHOLDING-AFLAC	9,005.86		
001-216300					WITHHOLDING-AFLAC			4,502.93
001-216400					WITHHOLDING-UNUM	1,575.56		
001-216400					WITHHOLDING-UNUM			780.63
001-216500					WITHHOLDING-PREPAID LEGAL	74.80		
001-216500					WITHHOLDING-PREPAID LEGAL			37.40
001-216700					ACCRUED AND WITHHELD FICA	141,424.70		
001-216700					ACCRUED AND WITHHELD FICA			141,424.70
					FUND TOTAL	2,827,192.16		2,827,192.16
010 GENERAL FUND	2020	10	100659	07/16/2020				
010-110100					EQUITY IN POOLED CASH			1,339,156.23
010-311300					EXPENDITURE CONTROL	1,339,156.23		
					FUND TOTAL	1,339,156.23		1,339,156.23
200 COMMUNITY DEVELOPMENT	2020	10	100659	07/16/2020				
200-110100					EQUITY IN POOLED CASH			7,794.90
200-311300					EXPENDITURE CONTROL	7,794.90		
					FUND TOTAL	7,794.90		7,794.90

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
400 WATER/SEWER UTILITY FUND 400-110100 400-311300	2020 10	100659	07/16/2020	EQUITY IN POOLED CASH EXPENDITURE CONTROL	31,440.06	31,440.06
				FUND TOTAL	31,440.06	31,440.06
420 JOSEPH T JONES 420-110100 420-311300	2020 10	100659	07/16/2020	EQUITY IN POOLED CASH EXPENDITURE CONTROL	13,669.57	13,669.57
				FUND TOTAL	13,669.57	13,669.57

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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FUND		DUE TO	DUE FROM
001	POOLED CASH	1,392,060.76	
010	GENERAL FUND		1,339,156.23
200	COMMUNITY DEVELOPMENT		7,794.90
400	WATER/SEWER UTILITY FUND		31,440.06
420	JOSEPH T JONES		13,669.57
TOTAL		1,392,060.76	1,392,060.76

** END OF REPORT - Generated by Shelia Casey **

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 073020

PAY PERIOD 07/13/2020 to 07/26/2020

CHECK DATE 07/30/2020

YEAR 2020 PERIOD 10
EXPENDITURE ENTRIES
SHORT DESC 073020

GL EFF DATE 07/30/2020
REFERENCE 073020
REFERENCE2 1073020

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2020 PERIOD 10				GL EFF DATE 07/30/2020	
111	600100		EXECUTIVE	WAGES AND SALARIES	7,752.93
111	601900		EXECUTIVE	STATE RETIREMENT	1,349.00
111	602200		EXECUTIVE	FICA TAXES	593.10
115	600100		LEGISLATIVE	WAGES AND SALARIES	7,950.87
115	601900		LEGISLATIVE	STATE RETIREMENT	1,383.47
115	602200		LEGISLATIVE	FICA TAXES	608.21
125	600100		JUDICIAL	WAGES AND SALARIES	27,769.78
125	601900		JUDICIAL	STATE RETIREMENT	4,831.92
125	602200		JUDICIAL	FICA TAXES	2,124.37
135	600100		LEGAL	WAGES AND SALARIES	23,439.44
135	600100	COV19	LEGAL	WAGES AND SALARIES	871.93
135	601900		LEGAL	STATE RETIREMENT	4,078.45
135	601900	COV19	LEGAL	STATE RETIREMENT	151.72
135	602200		LEGAL	FICA TAXES	1,793.10
135	602200	COV19	LEGAL	FICA TAXES	12.64
145	600100		GENERAL ADMINISTRATION	WAGES AND SALARIES	35,480.04
145	600100	COV19	GENERAL ADMINISTRATION	WAGES AND SALARIES	600.58
145	601900		GENERAL ADMINISTRATION	STATE RETIREMENT	6,068.46
145	601900	COV19	GENERAL ADMINISTRATION	STATE RETIREMENT	104.50
145	602200		GENERAL ADMINISTRATION	FICA TAXES	2,714.21
145	602200	COV19	GENERAL ADMINISTRATION	FICA TAXES	8.70
150	600100		INFORMATION TECHNOLOGY	WAGES AND SALARIES	21,286.90
150	600100	COV19	INFORMATION TECHNOLOGY	WAGES AND SALARIES	642.85
150	601900		INFORMATION TECHNOLOGY	STATE RETIREMENT	3,703.92
150	601900	COV19	INFORMATION TECHNOLOGY	STATE RETIREMENT	111.86
150	602200		INFORMATION TECHNOLOGY	FICA TAXES	1,628.45
150	602200	COV19	INFORMATION TECHNOLOGY	FICA TAXES	9.32
213	600100		POLICE OPERATING	WAGES AND SALARIES	308,700.46
213	600100	COV19	POLICE OPERATING	WAGES AND SALARIES	8,905.53
213	600400		POLICE OPERATING	OVERTIME	27,815.57
213	601000		POLICE OPERATING	HOLIDAY PAY	7,111.78
213	601900		POLICE OPERATING	STATE RETIREMENT	59,791.22
213	601900	COV19	POLICE OPERATING	STATE RETIREMENT	1,549.56
213	602200		POLICE OPERATING	FICA TAXES	26,272.08
213	602200	COV19	POLICE OPERATING	FICA TAXES	129.14
290	600100		FIRE	WAGES AND SALARIES	217,683.34
290	600100	COV19	FIRE	WAGES AND SALARIES	24,233.99
290	600400		FIRE	OVERTIME	74,547.15
290	601000		FIRE	HOLIDAY PAY	12,762.79
290	601900		FIRE	STATE RETIREMENT	53,068.89
290	601900	COV19	FIRE	STATE RETIREMENT	4,216.71
290	602200		FIRE	FICA TAXES	23,263.15
290	602200	COV19	FIRE	FICA TAXES	351.39
313	600100		PUBLIC WORKS ADMIN	WAGES AND SALARIES	15,718.21
313	600100	COV19	PUBLIC WORKS ADMIN	WAGES AND SALARIES	410.76
313	601900		PUBLIC WORKS ADMIN	STATE RETIREMENT	2,745.39
313	601900	COV19	PUBLIC WORKS ADMIN	STATE RETIREMENT	71.47

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 073020

PAY PERIOD 07/13/2020 to 07/26/2020

CHECK DATE 07/30/2020

YEAR 2020 PERIOD 10
EXPENDITURE ENTRIES
SHORT DESC 073020

GL EFF DATE 07/30/2020
REFERENCE 073020
REFERENCE2 1073020

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
313	602200		PUBLIC WORKS ADMIN	FICA TAXES	1,207.03
313	602200	COV19	PUBLIC WORKS ADMIN	FICA TAXES	5.96
315	600100		TRAFFIC CONTROL AND SAFETY	WAGES AND SALARIES	12,077.39
315	600400		TRAFFIC CONTROL AND SAFETY	OVERTIME	888.07
315	601900		TRAFFIC CONTROL AND SAFETY	STATE RETIREMENT	2,266.44
315	602200		TRAFFIC CONTROL AND SAFETY	FICA TAXES	996.43
335	600100		MAINTENANCE GARAGE	WAGES AND SALARIES	15,844.19
335	601900		MAINTENANCE GARAGE	STATE RETIREMENT	2,762.10
335	602200		MAINTENANCE GARAGE	FICA TAXES	1,214.37
325	600100		ENGINEERING	WAGES AND SALARIES	19,966.43
325	601900		ENGINEERING	STATE RETIREMENT	3,479.39
325	602200		ENGINEERING	FICA TAXES	1,529.73
411	600100		LEISURE SERVICES	WAGES AND SALARIES	66,510.59
411	600100	41130	LEISURE SERVICES	WAGES AND SALARIES	852.92
411	600100	41136	LEISURE SERVICES	WAGES AND SALARIES	4,691.71
411	600100	41138	LEISURE SERVICES	WAGES AND SALARIES	7.69
411	600100	41140	LEISURE SERVICES	WAGES AND SALARIES	1,103.30
411	600100	41143	LEISURE SERVICES	WAGES AND SALARIES	1,103.30
411	600100	41144	LEISURE SERVICES	WAGES AND SALARIES	1,085.00
411	600100	COV19	LEISURE SERVICES	WAGES AND SALARIES	1,165.08
411	600400		LEISURE SERVICES	OVERTIME	2,831.22
411	600400	41136	LEISURE SERVICES	OVERTIME	963.03
411	600400	41144	LEISURE SERVICES	OVERTIME	40.69
411	601900		LEISURE SERVICES	STATE RETIREMENT	11,762.85
411	601900	41130	LEISURE SERVICES	STATE RETIREMENT	148.41
411	601900	41136	LEISURE SERVICES	STATE RETIREMENT	983.92
411	601900	41138	LEISURE SERVICES	STATE RETIREMENT	1.34
411	601900	41140	LEISURE SERVICES	STATE RETIREMENT	191.97
411	601900	41143	LEISURE SERVICES	STATE RETIREMENT	191.97
411	601900	41144	LEISURE SERVICES	STATE RETIREMENT	195.87
411	601900	COV19	LEISURE SERVICES	STATE RETIREMENT	202.73
411	602200		LEISURE SERVICES	FICA TAXES	5,306.95
411	602200	41130	LEISURE SERVICES	FICA TAXES	65.24
411	602200	41136	LEISURE SERVICES	FICA TAXES	432.58
411	602200	41138	LEISURE SERVICES	FICA TAXES	.59
411	602200	41140	LEISURE SERVICES	FICA TAXES	84.40
411	602200	41143	LEISURE SERVICES	FICA TAXES	84.40
411	602200	41144	LEISURE SERVICES	FICA TAXES	86.11
411	602200	COV19	LEISURE SERVICES	FICA TAXES	16.90
415	600100		BUILDING MAINTENANCE	WAGES AND SALARIES	1,585.83
415	600100	COV19	BUILDING MAINTENANCE	WAGES AND SALARIES	328.39
415	601900		BUILDING MAINTENANCE	STATE RETIREMENT	275.93
415	601900	COV19	BUILDING MAINTENANCE	STATE RETIREMENT	57.14
415	602200		BUILDING MAINTENANCE	FICA TAXES	121.32
415	602200	COV19	BUILDING MAINTENANCE	FICA TAXES	4.76
611	600100		PLANNING AND ZONING	WAGES AND SALARIES	38,195.97
611	600100	COV19	PLANNING AND ZONING	WAGES AND SALARIES	840.14
611	601900		PLANNING AND ZONING	STATE RETIREMENT	6,646.12

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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WARRANT 073020

PAY PERIOD 07/13/2020 to 07/26/2020

CHECK DATE 07/30/2020

YEAR 2020 PERIOD 10
EXPENDITURE ENTRIES
SHORT DESC 073020

GL EFF DATE 07/30/2020
REFERENCE 073020
REFERENCE2 1073020

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
611	601900	COV19	PLANNING AND ZONING	STATE RETIREMENT	146.18
611	602200		PLANNING AND ZONING	FICA TAXES	2,921.99
611	602200	COV19	PLANNING AND ZONING	FICA TAXES	12.19
621	600100		ECONOMIC DEVELOPMENT	WAGES AND SALARIES	5,722.84
621	601900		ECONOMIC DEVELOPMENT	STATE RETIREMENT	995.77
621	602200		ECONOMIC DEVELOPMENT	FICA TAXES	437.79
FUND TOTALS					1,247,059.95
511	600100	05600	COMMUNITY DEVELOPMENT	WAGES AND SALARIES	2,913.20
511	601900	05600	COMMUNITY DEVELOPMENT	STATE RETIREMENT	506.90
511	602200	05600	COMMUNITY DEVELOPMENT	FICA TAXES	222.86
FUND TOTALS					3,642.96
811	600100		UTILITY BILLING	WAGES AND SALARIES	21,359.31
811	601900		UTILITY BILLING	STATE RETIREMENT	3,716.52
811	602200		UTILITY BILLING	FICA TAXES	1,633.99
825	600100		SEWER OPERATIONS	WAGES AND SALARIES	1,540.27
825	601900		SEWER OPERATIONS	STATE RETIREMENT	268.01
825	602200		SEWER OPERATIONS	FICA TAXES	117.83
FUND TOTALS					28,635.93
445	600100		JOSEPH T JONES	WAGES AND SALARIES	7,558.43
445	600400		JOSEPH T JONES	OVERTIME	30.03
445	601900		JOSEPH T JONES	STATE RETIREMENT	1,320.40
445	602200		JOSEPH T JONES	FICA TAXES	580.52
FUND TOTALS					9,489.38
GRAND TOTALS					1,288,828.22

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GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2020 10 101421									
PRJ 001-100351	07/30/2020	073020	073020	1073020	1073020	PAYROLL CLEARING WARRANT=073020 RUN=1 BIWEEKLY		541,889.54	
PRJ 001-213700	07/30/2020	073020	073020	1073020	1073020	WITHHOLDING-FEDERAL WARRANT=073020 RUN=1 BIWEEKLY			78,322.40
PRJ 001-213700	07/30/2020	073020	073020	1073020	1073020	WITHHOLDING-FEDERAL WARRANT=073020 RUN=1 BIWEEKLY		78,322.40	
PRJ 001-100351	07/30/2020	073020	073020	1073020	1073020	PAYROLL CLEARING WARRANT=073020 RUN=1 BIWEEKLY			2,427,162.66
PRJ 001-213900	07/30/2020	073020	073020	1073020	1073020	WITHHOLDING-STATE WARRANT=073020 RUN=1 BIWEEKLY			31,268.63
PRJ 001-213900	07/30/2020	073020	073020	1073020	1073020	WITHHOLDING-STATE WARRANT=073020 RUN=1 BIWEEKLY		86,322.63	
PRJ 001-214100	07/30/2020	073020	073020	1073020	1073020	WITHHOLDING-RETIREMENT WARRANT=073020 RUN=1 BIWEEKLY			272,112.07
PRJ 001-214100	07/30/2020	073020	073020	1073020	1073020	WITHHOLDING-RETIREMENT WARRANT=073020 RUN=1 BIWEEKLY		810,555.68	
PRJ 001-214700	07/30/2020	073020	073020	1073020	1073020	WITHHOLDING-GARNISHMENTS WARRANT=073020 RUN=1 BIWEEKLY			4,539.08
PRJ 001-214700	07/30/2020	073020	073020	1073020	1073020	WITHHOLDING-GARNISHMENTS WARRANT=073020 RUN=1 BIWEEKLY		7,113.31	
PRJ 001-216300	07/30/2020	073020	073020	1073020	1073020	WITHHOLDING-AFLAC WARRANT=073020 RUN=1 BIWEEKLY		373.06	
PRJ 001-216700	07/30/2020	073020	073020	1073020	1073020	ACCRUED AND WITHHELD FICA WARRANT=073020 RUN=1 BIWEEKLY			155,647.36
PRJ 001-216700	07/30/2020	073020	073020	1073020	1073020	ACCRUED AND WITHHELD FICA WARRANT=073020 RUN=1 BIWEEKLY		155,647.36	
PRJ 111-600100	07/30/2020	073020	073020	1073020	1073020	WAGES AND SALARIES WARRANT=073020 RUN=1 BIWEEKLY		7,752.93	
PRJ 111-601900	07/30/2020	073020	073020	1073020	1073020	STATE RETIREMENT WARRANT=073020 RUN=1 BIWEEKLY		1,349.00	
PRJ 111-602200	07/30/2020	073020	073020	1073020	1073020	FICA TAXES WARRANT=073020 RUN=1 BIWEEKLY		593.10	
PRJ 115-600100	07/30/2020	073020	073020	1073020	1073020	WAGES AND SALARIES WARRANT=073020 RUN=1 BIWEEKLY		7,950.87	
PRJ 115-601900	07/30/2020	073020	073020	1073020	1073020	STATE RETIREMENT WARRANT=073020 RUN=1 BIWEEKLY		1,383.47	
PRJ 115-602200	07/30/2020	073020	073020	1073020	1073020	FICA TAXES WARRANT=073020 RUN=1 BIWEEKLY		608.21	
PRJ 125-600100	07/30/2020	073020	073020	1073020	1073020	WAGES AND SALARIES WARRANT=073020 RUN=1 BIWEEKLY		27,769.78	
PRJ 125-601900	07/30/2020	073020	073020	1073020	1073020	STATE RETIREMENT WARRANT=073020 RUN=1 BIWEEKLY		4,831.92	
PRJ 125-602200	07/30/2020	073020	073020	1073020	1073020	FICA TAXES WARRANT=073020 RUN=1 BIWEEKLY		2,124.37	
PRJ 135-600100	07/30/2020	073020	073020	1073020	1073020	WAGES AND SALARIES WARRANT=073020 RUN=1 BIWEEKLY		23,439.44	
PRJ 135-601900	07/30/2020	073020	073020	1073020	1073020	STATE RETIREMENT		4,078.45	

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CITY OF GULFPORT
GENERAL LEDGER DISTRIBUTION JOURNAL: BIWEEKLY PAY

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 135-602200	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
						FICA TAXES		1,793.10	
PRJ 135-600100-COV19	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
						WAGES AND SALARIES		871.93	
PRJ 135-601900-COV19	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
						STATE RETIREMENT		151.72	
PRJ 135-602200-COV19	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
						FICA TAXES		12.64	
PRJ 145-600100	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
						WAGES AND SALARIES		35,480.04	
PRJ 145-601900	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
						STATE RETIREMENT		6,068.46	
PRJ 145-602200	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
						FICA TAXES		2,714.21	
PRJ 145-600100-COV19	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
						WAGES AND SALARIES		600.58	
PRJ 145-601900-COV19	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
						STATE RETIREMENT		104.50	
PRJ 145-602200-COV19	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
						FICA TAXES		8.70	
PRJ 150-600100	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
						WAGES AND SALARIES		21,286.90	
PRJ 150-600100-COV19	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
						WAGES AND SALARIES		642.85	
PRJ 150-601900	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
						STATE RETIREMENT		3,703.92	
PRJ 150-601900-COV19	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
						STATE RETIREMENT		111.86	
PRJ 150-602200	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
						FICA TAXES		1,628.45	
PRJ 150-602200-COV19	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
						FICA TAXES		9.32	
PRJ 213-600100	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
						WAGES AND SALARIES		308,700.46	
PRJ 213-600400	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
						OVERTIME		27,815.57	
PRJ 213-601000	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
						HOLIDAY PAY		7,111.78	
PRJ 213-601900	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
						STATE RETIREMENT		59,791.22	
PRJ 213-602200	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
						FICA TAXES		26,272.08	
PRJ 213-600100-COV19	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
						WAGES AND SALARIES		8,905.53	
PRJ 213-601900-COV19	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
						STATE RETIREMENT		1,549.56	
PRJ 213-602200-COV19	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
						FICA TAXES		129.14	
	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 290-600100	07/30/2020	073020	073020	1073020	1073020	WAGES AND SALARIES		217,683.34	
PRJ 290-600400	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY		74,547.15	
PRJ 290-601000	07/30/2020	073020	073020	1073020	1073020	OVERTIME		12,762.79	
PRJ 290-601900	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY		53,068.89	
PRJ 290-602200	07/30/2020	073020	073020	1073020	1073020	HOLIDAY PAY		23,263.15	
PRJ 290-600100-COV19	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY		24,233.99	
PRJ 290-601900-COV19	07/30/2020	073020	073020	1073020	1073020	STATE RETIREMENT		4,216.71	
PRJ 290-602200-COV19	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY		351.39	
PRJ 313-600100	07/30/2020	073020	073020	1073020	1073020	FICA TAXES		15,718.21	
PRJ 313-600100-COV19	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY		410.76	
PRJ 313-601900	07/30/2020	073020	073020	1073020	1073020	WAGES AND SALARIES		2,745.39	
PRJ 313-601900-COV19	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY		71.47	
PRJ 313-602200	07/30/2020	073020	073020	1073020	1073020	STATE RETIREMENT		1,207.03	
PRJ 313-602200-COV19	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY		5.96	
PRJ 315-600100	07/30/2020	073020	073020	1073020	1073020	FICA TAXES		12,077.39	
PRJ 315-600400	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY		888.07	
PRJ 315-601900	07/30/2020	073020	073020	1073020	1073020	OVERTIME		2,266.44	
PRJ 315-602200	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY		996.43	
PRJ 335-600100	07/30/2020	073020	073020	1073020	1073020	STATE RETIREMENT		15,844.19	
PRJ 335-601900	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY		2,762.10	
PRJ 335-602200	07/30/2020	073020	073020	1073020	1073020	STATE RETIREMENT		1,214.37	
PRJ 325-600100	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY		19,966.43	
PRJ 325-601900	07/30/2020	073020	073020	1073020	1073020	STATE RETIREMENT		3,479.39	
PRJ 325-602200	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY		1,529.73	
PRJ 411-600100	07/30/2020	073020	073020	1073020	1073020	FICA TAXES		66,510.59	
						WARRANT=073020 RUN=1 BIWEEKLY			
						WAGES AND SALARIES			

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PRJ 411-602200-41144	07/30/2020 073020		073020	1073020	1073020	FICA TAXES		86.11	
PRJ 411-602200-COV19	07/30/2020 073020		073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY		16.90	
PRJ 415-600100	07/30/2020 073020		073020	1073020	1073020	FICA TAXES		1,585.83	
PRJ 415-600100-COV19	07/30/2020 073020		073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY		328.39	
PRJ 415-601900	07/30/2020 073020		073020	1073020	1073020	WAGES AND SALARIES		275.93	
PRJ 415-601900-COV19	07/30/2020 073020		073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY		57.14	
PRJ 415-602200	07/30/2020 073020		073020	1073020	1073020	STATE RETIREMENT		121.32	
PRJ 415-602200-COV19	07/30/2020 073020		073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY		4.76	
PRJ 611-600100	07/30/2020 073020		073020	1073020	1073020	FICA TAXES		38,195.97	
PRJ 611-601900	07/30/2020 073020		073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY		6,646.12	
PRJ 611-602200	07/30/2020 073020		073020	1073020	1073020	STATE RETIREMENT		2,921.99	
PRJ 611-600100-COV19	07/30/2020 073020		073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY		840.14	
PRJ 611-601900-COV19	07/30/2020 073020		073020	1073020	1073020	WAGES AND SALARIES		146.18	
PRJ 611-602200-COV19	07/30/2020 073020		073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY		12.19	
PRJ 621-600100	07/30/2020 073020		073020	1073020	1073020	FICA TAXES		5,722.84	
PRJ 621-601900	07/30/2020 073020		073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY		995.77	
PRJ 621-602200	07/30/2020 073020		073020	1073020	1073020	STATE RETIREMENT		437.79	
PRJ 511-600100-05600	07/30/2020 073020		073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY		2,913.20	
PRJ 511-601900-05600	07/30/2020 073020		073020	1073020	1073020	WAGES AND SALARIES		506.90	
PRJ 511-602200-05600	07/30/2020 073020		073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY		222.86	
PRJ 811-600100	07/30/2020 073020		073020	1073020	1073020	FICA TAXES		21,359.31	
PRJ 811-601900	07/30/2020 073020		073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY		3,716.52	
PRJ 811-602200	07/30/2020 073020		073020	1073020	1073020	STATE RETIREMENT		1,633.99	
PRJ 825-600100	07/30/2020 073020		073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY		1,540.27	
PRJ 825-601900	07/30/2020 073020		073020	1073020	1073020	WAGES AND SALARIES		268.01	
						STATE RETIREMENT			

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
PRJ 825-602200	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY FICA TAXES		117.83	
PRJ 445-600100	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY WAGES AND SALARIES		7,558.43	
PRJ 445-600400	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY OVERTIME		30.03	
PRJ 445-601900	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY STATE RETIREMENT		1,320.40	
PRJ 445-602200	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY FICA TAXES		580.52	
	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
GENERAL LEDGER TOTAL								2,969,052.20	2,969,052.20
PRJ 001-200100	07/30/2020					EQTY IN PLD CASH-GENERAL		1,247,059.95	
PRJ 010-110100	07/30/2020					EQUITY IN POOLED CASH			1,247,059.95
PRJ 001-201900	07/30/2020					EQTY IN PLD CASH-CDBG		3,642.96	
PRJ 200-110100	07/30/2020					EQUITY IN POOLED CASH			3,642.96
PRJ 001-203700	07/30/2020					EQTY IN PLD CASH-WATER\SEWER		28,635.93	
PRJ 400-110100	07/30/2020					EQUITY IN POOLED CASH			28,635.93
PRJ 001-204300	07/30/2020					EQTY IN PLD CASH-J T JONES		9,489.38	
PRJ 420-110100	07/30/2020					EQUITY IN POOLED CASH			9,489.38
SYSTEM GENERATED ENTRIES TOTAL								1,288,828.22	1,288,828.22
JOURNAL 2020/10/101421 TOTAL								4,257,880.42	4,257,880.42
2020 10 101421						EXPENDITURE CONTROL		1,247,059.95	
PRJ 010-311300	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
PRJ 200-311300	07/30/2020	073020	073020	1073020	1073020	EXPENDITURE CONTROL		3,642.96	
PRJ 400-311300	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
PRJ 420-311300	07/30/2020	073020	073020	1073020	1073020	EXPENDITURE CONTROL		28,635.93	
	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			
	07/30/2020	073020	073020	1073020	1073020	EXPENDITURE CONTROL		9,489.38	
	07/30/2020	073020	073020	1073020	1073020	WARRANT=073020 RUN=1 BIWEEKLY			

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FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
001 POOLED CASH	2020 10	101421	07/30/2020			
001-100351				PAYROLL CLEARING	541,889.54	
001-100351				PAYROLL CLEARING		2,427,162.66
001-200100				EQTY IN PLD CASH-GENERAL	1,247,059.95	
001-201900				EQTY IN PLD CASH-CDBG	3,642.96	
001-203700				EQTY IN PLD CASH-WATER\SEWER	28,635.93	
001-204300				EQTY IN PLD CASH-J T JONES	9,489.38	
001-213700				WITHHOLDING-FEDERAL	78,322.40	
001-213700				WITHHOLDING-FEDERAL		78,322.40
001-213900				WITHHOLDING-STATE	86,322.63	
001-213900				WITHHOLDING-STATE		31,268.63
001-214100				WITHHOLDING-RETIREMENT	810,555.68	
001-214100				WITHHOLDING-RETIREMENT		272,112.07
001-214700				WITHHOLDING-GARNISHMENTS	7,113.31	
001-214700				WITHHOLDING-GARNISHMENTS		4,539.08
001-216300				WITHHOLDING-AFLAC	373.06	
001-216700				ACCRUED AND WITHHELD FICA	155,647.36	
001-216700				ACCRUED AND WITHHELD FICA		155,647.36
				FUND TOTAL	2,969,052.20	2,969,052.20
010 GENERAL FUND	2020 10	101421	07/30/2020			
010-110100				EQUITY IN POOLED CASH		1,247,059.95
010-311300				EXPENDITURE CONTROL	1,247,059.95	
				FUND TOTAL	1,247,059.95	1,247,059.95
200 COMMUNITY DEVELOPMENT	2020 10	101421	07/30/2020			
200-110100				EQUITY IN POOLED CASH		3,642.96
200-311300				EXPENDITURE CONTROL	3,642.96	
				FUND TOTAL	3,642.96	3,642.96
400 WATER/SEWER UTILITY FUND	2020 10	101421	07/30/2020			
400-110100				EQUITY IN POOLED CASH		28,635.93
400-311300				EXPENDITURE CONTROL	28,635.93	
				FUND TOTAL	28,635.93	28,635.93
420 JOSEPH T JONES	2020 10	101421	07/30/2020			
420-110100				EQUITY IN POOLED CASH		9,489.38
420-311300				EXPENDITURE CONTROL	9,489.38	
				FUND TOTAL	9,489.38	9,489.38

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FUND		DUE TO	DUE FROM
001	POOLED CASH	1,288,828.22	
010	GENERAL FUND		1,247,059.95
200	COMMUNITY DEVELOPMENT		3,642.96
400	WATER/SEWER UTILITY FUND		28,635.93
420	JOSEPH T JONES		9,489.38
TOTAL		1,288,828.22	1,288,828.22

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WARRANT A0730

PAY PERIOD 07/13/2020 to 07/26/2020

CHECK DATE 07/31/2020

YEAR 2020 PERIOD 10
EXPENDITURE ENTRIES
SHORT DESC A0730

GL EFF DATE 07/31/2020
REFERENCE A0730
REFERENCE2 1A0730

ORG	OBJECT	PROJECT	ORGANIZATION TITLE	ACCOUNT DESCRIPTION	EXPENDITURE
YEAR 2020	PERIOD 10			GL EFF DATE 07/31/2020	
213	600100		POLICE OPERATING	WAGES AND SALARIES	-8.03
213	600400		POLICE OPERATING	OVERTIME	132.25
213	601900		POLICE OPERATING	STATE RETIREMENT	21.61
213	602200		POLICE OPERATING	FICA TAXES	9.50
290	600100		FIRE	WAGES AND SALARIES	.00
290	600400		FIRE	OVERTIME	8,300.34
290	601900		FIRE	STATE RETIREMENT	1,444.25
290	602200		FIRE	FICA TAXES	635.02
FUND TOTALS					10,534.94
GRAND TOTALS					10,534.94

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2020 10 101569									
PRJ 001-100351	07/31/2020	A0730	A0730	1A0730	1A0730	PAYROLL CLEARING WARRANT=A0730 RUN=1 BIWEEKLY		3,686.45	
PRJ 001-213700	07/31/2020	A0730	A0730	1A0730	1A0730	WITHHOLDING-FEDERAL WARRANT=A0730 RUN=1 BIWEEKLY			165.33
PRJ 001-213700	07/31/2020	A0730	A0730	1A0730	1A0730	WITHHOLDING-FEDERAL WARRANT=A0730 RUN=1 BIWEEKLY		165.33	
PRJ 001-100351	07/31/2020	A0730	A0730	1A0730	1A0730	PAYROLL CLEARING WARRANT=A0730 RUN=1 BIWEEKLY			14,221.39
PRJ 001-214100	07/31/2020	A0730	A0730	1A0730	1A0730	WITHHOLDING-RETIREMENT WARRANT=A0730 RUN=1 BIWEEKLY			2,224.05
PRJ 001-214100	07/31/2020	A0730	A0730	1A0730	1A0730	WITHHOLDING-RETIREMENT WARRANT=A0730 RUN=1 BIWEEKLY		2,224.05	
PRJ 001-216700	07/31/2020	A0730	A0730	1A0730	1A0730	ACCRUED AND WITHHELD FICA WARRANT=A0730 RUN=1 BIWEEKLY			1,289.04
PRJ 001-216700	07/31/2020	A0730	A0730	1A0730	1A0730	ACCRUED AND WITHHELD FICA WARRANT=A0730 RUN=1 BIWEEKLY		1,289.04	
PRJ 213-600100	07/31/2020	A0730	A0730	1A0730	1A0730	WAGES AND SALARIES WARRANT=A0730 RUN=1 BIWEEKLY			8.03
PRJ 213-600400	07/31/2020	A0730	A0730	1A0730	1A0730	OVERTIME WARRANT=A0730 RUN=1 BIWEEKLY		132.25	
PRJ 213-601900	07/31/2020	A0730	A0730	1A0730	1A0730	STATE RETIREMENT WARRANT=A0730 RUN=1 BIWEEKLY		21.61	
PRJ 213-602200	07/31/2020	A0730	A0730	1A0730	1A0730	FICA TAXES WARRANT=A0730 RUN=1 BIWEEKLY		9.50	
PRJ 290-600400	07/31/2020	A0730	A0730	1A0730	1A0730	OVERTIME WARRANT=A0730 RUN=1 BIWEEKLY		8,300.34	
PRJ 290-601900	07/31/2020	A0730	A0730	1A0730	1A0730	STATE RETIREMENT WARRANT=A0730 RUN=1 BIWEEKLY		1,444.25	
PRJ 290-602200	07/31/2020	A0730	A0730	1A0730	1A0730	FICA TAXES WARRANT=A0730 RUN=1 BIWEEKLY		635.02	
GENERAL LEDGER TOTAL								17,907.84	17,907.84
PRJ 001-200100	07/31/2020					EQTY IN PLD CASH-GENERAL		10,534.94	
PRJ 010-110100	07/31/2020					EQUITY IN POOLED CASH			10,534.94
SYSTEM GENERATED ENTRIES TOTAL								10,534.94	10,534.94
JOURNAL 2020/10/101569 TOTAL								28,442.78	28,442.78
2020 10 101569									
PRJ 010-311300	07/31/2020	A0730	A0730	1A0730	1A0730	EXPENDITURE CONTROL WARRANT=A0730 RUN=1 BIWEEKLY		10,534.94	

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
001	POOLED CASH		2020	10	101569	07/31/2020			
	001-100351					PAYROLL CLEARING		3,686.45	
	001-100351					PAYROLL CLEARING			14,221.39
	001-200100					EQTY IN PLD CASH-GENERAL		10,534.94	
	001-213700					WITHHOLDING-FEDERAL		165.33	
	001-213700					WITHHOLDING-FEDERAL			165.33
	001-214100					WITHHOLDING-RETIREMENT		2,224.05	
	001-214100					WITHHOLDING-RETIREMENT			2,224.05
	001-216700					ACCRUED AND WITHHELD FICA		1,289.04	
	001-216700					ACCRUED AND WITHHELD FICA			1,289.04
						FUND TOTAL		17,899.81	17,899.81
010	GENERAL FUND		2020	10	101569	07/31/2020			
	010-110100					EQUITY IN POOLED CASH			10,534.94
	010-311300					EXPENDITURE CONTROL		10,534.94	
						FUND TOTAL		10,534.94	10,534.94

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FUND		DUE TO	DUE FROM
001	POOLED CASH	10,534.94	
010	GENERAL FUND		10,534.94
TOTAL		10,534.94	10,534.94

** END OF REPORT - Generated by Shelia Casey **

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Jessica Versiga, Procurement Specialist

Date: September 8, 2020

Ref: Command Vehicle Lighting
Bids Received 09/04/2020

I have reviewed the bids received on the above referenced item and recommend acceptance of the lowest and best bid as submitted by Hurricane Electronic Inc., for a total bid amount of \$10,509.33

I have issued Purchase Order # 211941 accordingly and respectfully request you make this a part of the minutes.

Thank you for your consideration.

Command Vehicle Lighting PO # 211941							
	QTY	Hurricane Electronic, Inc.		Auto Lighting of Alabama		Broadband Communications	
Wigwag 4x Flasher, Headlight/Taillight Flashers	3	\$ 59.00	\$ 177.00	\$ 36.25	\$ 108.75	\$ 75.00	\$ 225.00
H-2219-RW Cannon 12 LED Red/White	6	\$ 82.11	\$ 492.66	\$ 51.75	\$ 310.50	\$ 80.00	\$ 480.00
H-4219 Cannon AIO 360 Lens kit	6		\$ -	\$ 5.00	\$ 30.00	\$ 12.00	\$ 72.00
FSM-40R FSM-40R	6	\$ 62.40	\$ 374.40	\$ 36.25	\$ 217.50	\$ 60.00	\$ 360.00
FN-491SD Fusion 49" Full Size Light Bar Dual EA Color V4 R/W	3	\$ 1,686.25	\$ 5,058.75	\$ 1,349.25	\$ 4,047.75	\$ 1,800.00	\$ 5,400.00
FN-5316 Fusion FT17 Hook Kit	3	\$ 40.00	\$ 120.00	\$ 25.00	\$ 75.00	\$ 50.00	\$ 150.00
FN-9716-M-F Fusion FLB foot mount kit	3		\$ -		\$ -	\$ 58.00	\$ 174.00
FN-0616 Rear window light stick	3	\$ 307.06	\$ 921.18	\$ 216.75	\$ 650.25	\$ 300.00	\$ 900.00
FN-4416 Headliner bracket	6		\$ -	\$ 10.00	\$ 60.00	\$ 20.00	\$ 120.00
S-2009 Triton Siren Speaker, 100w	3	\$ 100.98	\$ 302.94	\$ 81.75	\$ 245.25	\$ 130.00	\$ 390.00
C-5017 Typhoon Handheld Siren Controller, 100W	3	\$ 202.98	\$ 608.94	\$ 164.25	\$ 492.75	\$ 250.00	\$ 750.00
6 WL-0118 AM900 8 LED Work Light	6	\$ 46.41	\$ 278.46	\$ 29.25	\$ 175.50	\$ 50.00	\$ 300.00
INSTALL KIT-LARGE	3	\$ 75.00	\$ 225.00	\$ 50.00	\$ 150.00	\$ 25.00	\$ 75.00
Labor Installation	1	\$ 1,800.00	\$ 1,800.00	\$ 4,800.00	\$ 4,800.00	\$ 5,000.00	\$ 5,000.00
		\$ 10,359.33		\$ 11,363.25			\$ 14,396.00
Shipping			\$ 150.00		\$ 150.00		\$ 200.00
Grand Total			\$ 10,509.33		\$ 11,513.25		\$ 14,596.00

Compatibility Report for Auger.xls
Run on 4/21/2020 13:32

If the workbook is saved in an earlier file format or opened in an earlier version of Microsoft Excel, the listed features will not be available.

Minor loss of fidelity

of occurrences

Some cells or styles in this workbook contain formatting that is not supported by the selected file format. These formats will be converted to the closest format available.
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10

Version

Excel 97-2003

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Jessica Versiga

Date: September 4, 2020

Re: Fire Truck Equipment
Fire Department
Bids Received 9/4/2020

I have reviewed the bids received on the above referenced item and find Performance Muffler & Associates to be the lowest and best bid for a total bid amount of \$5,571.20.

I have issued Purchase Order # 211925 accordingly and respectfully request you make this a part of the minutes. Please see attached tabulation sheet for your review

Thank you for your consideration.

Fire Truck Equipment**PO #211925**

		Performance Muffler & Associates		Topper World		Southern Pro Truck	
UND. ULTA FLEX / UNDERCOVERS MATTE FINISH TRIFOLDS W/ LIGHT AND SADDLEBAG	2	\$ 962.05	\$ 1,924.10	\$ 1,025.00	\$ 2,050.00	\$ 1,029.00	\$ 2,058.00
BNW.TS10033B / STOW N GO 3" DROP 2 5/16 & 2" BALL	3	\$ 194.00	\$ 582.00	\$ 200.00	\$ 600.00	\$ 189.00	\$ 567.00
HID.23021 HITCH LOCK	3	\$ 20.00	\$ 60.00	\$ 18.00	\$ 54.00	\$ 20.00	\$ 60.00
CAR.CG10006548/CARGO GLIDE SYSTE, FOR 5'8" FULL SIZE 1000 LBS	3	\$ 1,001.70	\$ 3,005.10	\$ 1,050.00	\$ 3,150.00	1129	\$ 3,387.00
		\$ 5,571.20		\$ 5,854.00		\$ 6,072.00	

Compatibility Report for Auger.xls
Run on 4/21/2020 13:32

If the workbook is saved in an earlier file format or opened in an earlier version of Microsoft Excel, the listed features will not be available.

Minor loss of fidelity

of occurrences

Some cells or styles in this workbook contain formatting that is not supported by the selected file format. These formats will be converted to the closest format available.
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10

Version

Excel 97-2003



SCANNED



John H. ... 1st Judicial District
 Instrument 2020 11623 D - J1
 Filed/Recorded 9/ 4/2020 10:20 A
 Total Fees \$ 26.00
 4 Pages Recorded

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
 City Attorney's Office
 P.O. Box 1780
 Gulfport, Mississippi 39502
 (228) 868-5811

ENCROACHMENT EASEMENT AND AGREEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned **Grantor**,

CITY OF GULFPORT, MISSISSIPPI
 A Mississippi Municipal Corporation
 2309 15th Street
 Gulfport, Mississippi 39501
 Telephone (228) 868-5811

does hereby, grant, convey, assign, and transfer unto **Grantee**,

UNITED STATES DEPARTMENT OF LABOR
 200 Constitution Avenue, NW
 Washington DC 20210
 Telephone (202) 693-2887

an encroachment easement related to the presence of fencing and landscaping on, over, in, to and across the following described real property situated and being a portion of a platted right of way in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibit "A" attached.

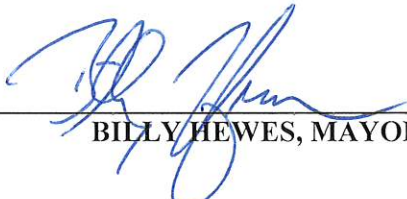
Grantor and Grantee agree that, in the event that Grantor determines that it is necessary to widen 33rd Avenue, or any other rights of way implicated in this Encroachment Easement and Agreement, at the area of encroachment such that, in the sole discretion of the Grantor, the presence of the fencing and/or landscaping in the right of way creates a public health, safety, or welfare issue or concern to the Grantor under then applicable regulations, Grantee shall, at its sole expense, and not at the expense of Grantor, cause to be removed that fencing and/or landscaping as is required to be removed to alleviate the public

health, safety or welfare issue caused by the presence of the fencing and/or landscaping in the right of way. Notwithstanding anything to the contrary herein, this easement and the easement rights conveyed herein shall automatically terminate and cancel upon the voluntary and permanent removal, elimination or cessation of the encroachment that existed at the time of execution of this easement (temporary removal, elimination or cessation of the fencing in order that the fencing may be replaced, maintained or repaired shall not operate to terminate and cancel the easement rights conveyed herein).

INDEXING INSTRUCTIONS:

**BLOCKS 91 AND 92, ORIGINAL GULFPORT
SUBDIVISION**, City of Gulfport, First Judicial District,
Harrison County, Mississippi

WITNESS MY SIGNATURE on this the 5th day of August,
2020.



BILLY HEWES, MAYOR

ATTESTED:



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 5th day of August, 2020, **BILLY HEWES**, Mayor, City of Gulfport, Mississippi, who acknowledged to me that he signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his free and voluntary act and deed after first being duly authorized to do so.

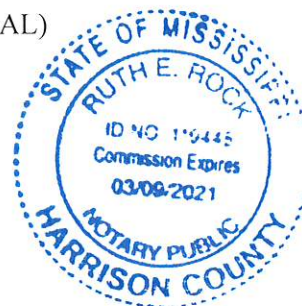


NOTARY PUBLIC

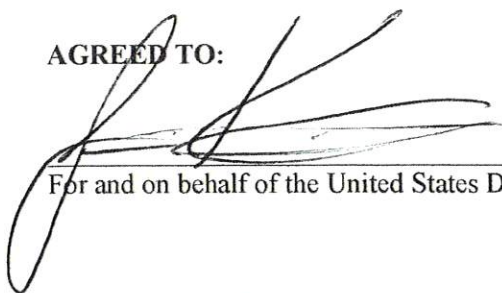
My Commission Expires:

3-9-2021

(SEAL)



AGREED TO:



For and on behalf of the United States Department of Labor

District STATE OF Washington
COUNTY OF Columbia

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 5th day of August, 2020, JAMES L. KINSLOW, for and on behalf of the United States Department of Labor, who acknowledged to me that he/she signed, executed and delivered the above and foregoing instrument in writing on the day and date therein mentioned as his/her free and voluntary act and deed after first being duly authorized to do so.

Bryan M. McDougal
NOTARY PUBLIC

My Commission Expires:

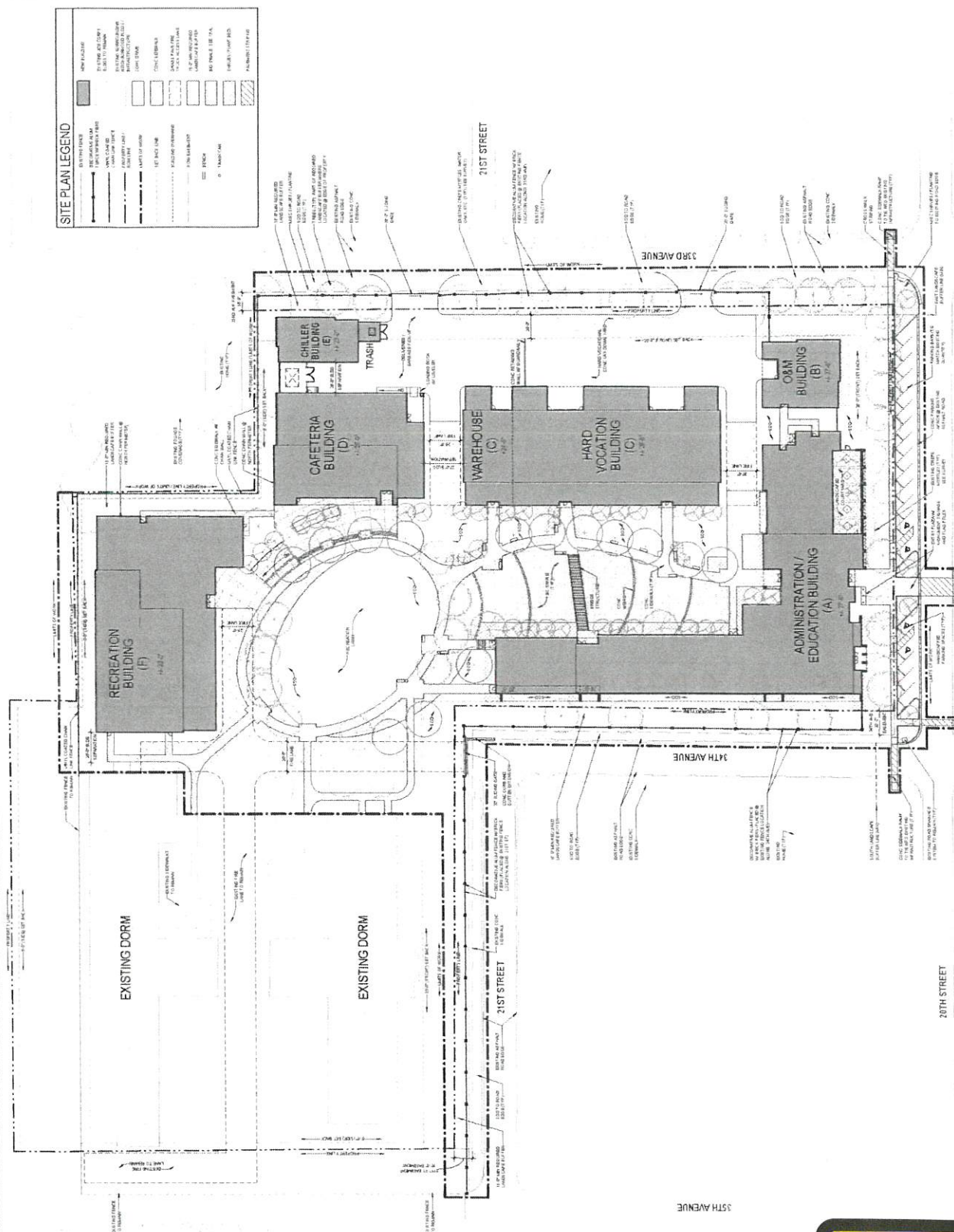
OCTOBER 14, 2024

(SEAL)

BRYAN M. MCDUGAL
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires October 14, 2024



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STATE OF MISSISSIPPI

COUNTY OF HARRISON

ACCEPTANCE OF FRANCHISE

Mississippi Power Company, the grantee of an electric franchise as contained in an ordinance of the Municipality of Gulfport, Mississippi, approved on the 7th day of July, 2020, and on this the 11th day of September, 2020, files with the Clerk this its written acceptance of the ordinance and franchise so granted.

MISSISSIPPI POWER COMPANY

By: 
Jeffrey A. Stone
Vice-President and Corporate Secretary

STATE OF MISSISSIPPI

COUNTY OF HARRISON

I, Gerard Bellocq, Clerk of the Municipality of Gulfport, Mississippi, hereby certify that the foregoing written acceptance of Mississippi Power Company has been recorded in Minute Book ____ at pages _____, on file in my office.

WITNESS my signature this the ____ day of _____, 2020.

Gerard Bellocq
Clerk, Municipality of Gulfport, Mississippi



SCANNED

This Instrument prepared by and to be returned to:

Margaret Murdock, Esq.
City Attorney's Office
P.O. Box 1780
Gulfport, Mississippi 39502
(228) 868-5811



J. Hudson 1st Judicial District
Instrument 2020 11517 D -J1
Filed/Recorded 9/ 1/2020 01:55 P
Total Fees \$ 26.00
5 Pages Recorded

PERPETUAL ACCESS AND UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 Dollars (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned **Grantor**,

MARKHAM HOTEL, LLC
a Mississippi limited liability company
195 Beach Blvd, *Ste 900*
Biloxi, Mississippi 39532
Telephone: *269 - 262 - 4565*

does hereby grant, convey, assign, and transfer unto **Grantee**,

CITY OF GULFPORT, MISSISSIPPI
A Mississippi Municipal Corporation
2309 15th Street
Gulfport, Mississippi 39501
Telephone (228) 868-5811

a perpetual easement for construction, installation, operation and maintenance and public access to a public sidewalk over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibits "A" and "C"

and a perpetual easement for construction, installation, operation and maintenance of municipal utilities over, across, and under the following described real property situated and being in the City of Gulfport, First Judicial District of Harrison County, Mississippi, more particularly described as follows, to-wit:

See Exhibits "B" and "C"

Grantors further grant unto the City of Gulfport and its employees and contractors a Right of Entry on Grantors' property for the purpose of construction and maintenance of said sidewalk and utilities. Any damage caused to Grantors' property as a direct result of the City's use of the Right of Entry will be repaired, as reasonably possible, to pre-damage condition.

Grantee affirms that it will take no action that shall obstruct or impair the opposite party's or the public's access to or use of the Easements or rights thereto as set forth herein.

INDEXING INSTRUCTIONS: Block 180, ORIGINAL GULFPORT, City of Gulfport, First Judicial District of Harrison County, Mississippi

WITNESS OUR SIGNATURES on this the 30 day of July, 2020.

MARKHAM HOTEL, LLC

By: *Lori Stewart*
Lori Stewart, Its Manager

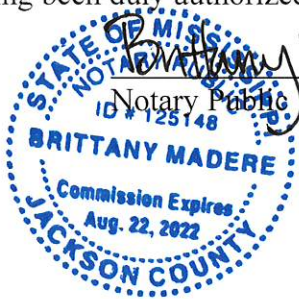
STATE OF MISSISSIPPI

COUNTY OF Jackson

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30 day of July, 2020, within my jurisdiction, the within named LORI STEWART, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that she executed the same in her representative capacity, and that by her signature on the instrument, and as the act and deed of the entity upon behalf of which she acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

My Commission Expires:

Aug 22, 2022



Brittany Madere

Exhibit "A"

SIDEWALK AND PUBLIC ACCESS EASEMENT

A parcel of land (Easement) being a portion of 23rd Avenue lying east of the existing west right-of-way of 23rd Avenue and north of the existing south right-of-way of 14th Street, situated and being located in the NW 1/4 of the NE 1/4 of Section 9, Township 8 South, Range 11 West, the City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

Commence at an "X" found in a brick sidewalk at the northeast corner of Lot 1b, Block 180, Original Gulfport (Plat Book 11, Page 9), said point having grid coordinates N.315783.40 and E.903178.54; thence S 00°33'35" E 18.29 along the existing west right-of-way of 23rd Avenue to an "X" set in concrete at the Point Of Beginning (said Point Of Beginning having grid coordinates N.315765.10 and E.903178.72 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957530 with a convergence angle of -00°07'48" (at the Point Of Beginning)); thence along the following nine (9) courses, N 89°41'40" E 11.71 feet to an "X" set in concrete, N 00°02'37" E 30.22 feet to an "X" set in concrete, S 89°57'23" E 14.46 feet to a magnetic nail set, S 00°19'14" E 31.31 feet to a magnetic nail set, S 44°40'46" W 24.32 feet to an "X" set in concrete, S 00°19'14" E 100.14 feet to an "X" set in concrete, S 45°19'14" E 23.20 feet to a magnetic nail set, S 00°19'14" E 51.95 feet to a magnetic nail set, S 44°40'46" W 34.91 feet to an "X" set in concrete on said existing west right-of-way of 23rd Avenue; thence N 00°33'35" W 14.79 feet along said existing west right-of-way of 23rd Avenue to an "X" set in concrete; thence along the following three (3) courses, N 44°40'46" E 20.15 feet to an "X" set in concrete, N 00°19'14" W 43.25 feet to an "X" set in concrete, thence N 45°19'14" W 20.57 feet to an "X" set in concrete on said existing west right-of-way of 23rd Avenue; thence N 00°33'35" W 124.73 feet to the said Point Of Beginning.

Said parcel of land contains 2,709 square feet, or 0.062 acre, more or less.

Exhibit "B"

MUNICIPAL UTILITIES EASEMENT

A parcel of land (Easement) being a portion of 23rd Avenue lying east of the existing west right-of-way of 23rd Avenue and north of the existing south right-of-way of 14th Street, situated and being located in the NW 1/4 of the NE 1/4 of Section 9, Township 8 South, Range 11 West, the City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

Begin at an "X" found in a brick sidewalk at the northeast corner of Lot 1b, Block 180, Original Gulfport, (Plat Book 11, Page 9) (said Point Of Beginning having grid coordinates N.315783.40 and E.903178.54 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957530 with a convergence angle of -00°07'48" (at the Point Of Beginning)); thence N 89°57'23" W 39.44 feet along the existing south right-of-way of 14th Street to a computed point; thence N 00°19'14" W 12.00 feet to an "X" set in concrete; thence S 89°57'23" E 65.88 feet to a magnetic nail set; thence S 00°19'04" E 31.31 feet to a magnetic nail set; thence S 00°01'06" W 133.75 feet to a magnetic nail set; thence S 00°19'14" E 51.95 feet to a magnetic nail set; thence S 44°40'46" W 34.91 feet to an "X" set in concrete on the existing west right-of-way of 23rd Avenue; thence N 00°33'35" W 229.85 feet along said existing west right-of-way of 23rd Avenue to the Point Of Beginning.

Said parcel of land contains 6,335 square feet, or 0.145 acre, more or less.

14th STREET

80' RIGHT-OF-WAY

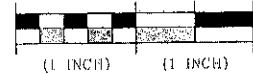
MAINTENANCE EASEMENT

(HATCHED)
2,709± S.F.
0.062± AC.

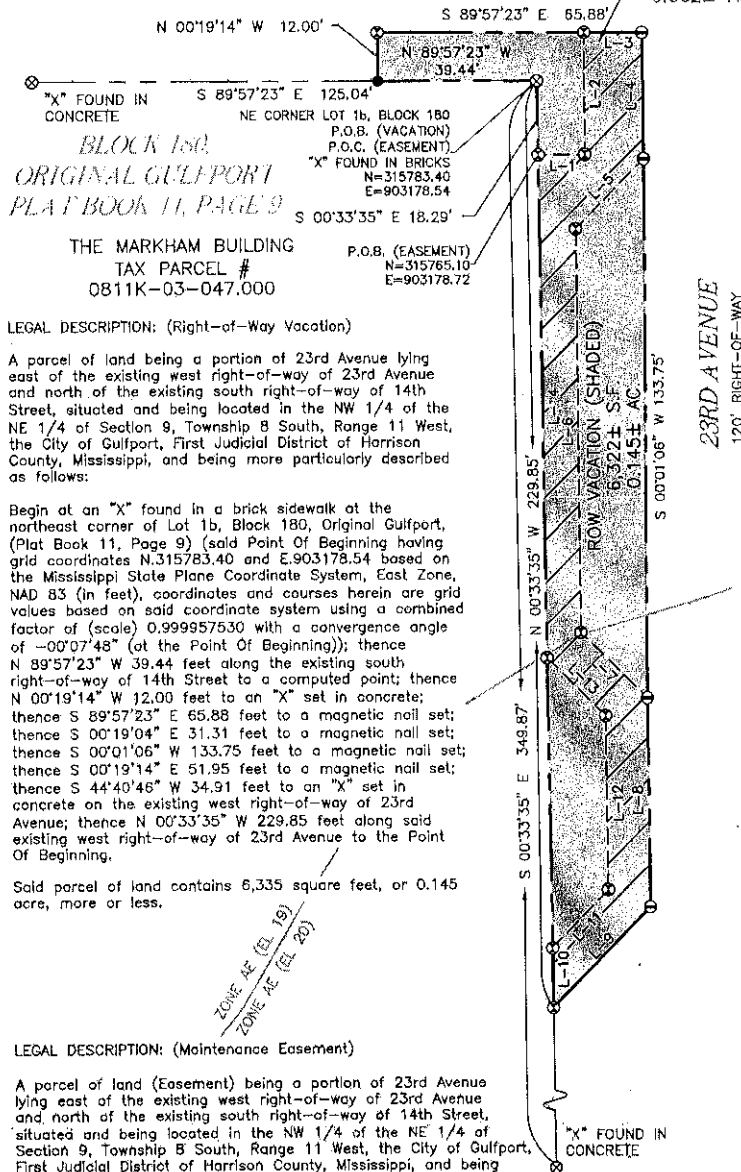
NORTH

GRAPHIC SCALE
(IN FEET)

30 0 15 30



Bearings are grid bearings based on the following datum: NAD83 Mississippi State Plane Coordinates, East Zone, US Feet derived by a TOPCON HIPER V series G.P.S. receiver utilizing a Real Time Network administered by Eri Dudley, Inc.
Scale Factor = 0.999957530
Convergence Angle = -00°07'48" (at the Point Of Beginning of Vacation)



LEGAL DESCRIPTION: (Right-of-Way Vacation)

A parcel of land being a portion of 23rd Avenue lying east of the existing west right-of-way of 23rd Avenue and north of the existing south right-of-way of 14th Street, situated and being located in the NW 1/4 of the NE 1/4 of Section 9, Township 8 South, Range 11 West, the City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

Begin at an "X" found in a brick sidewalk at the northeast corner of Lot 1b, Block 180, Original Gulfport, (Plat Book 11, Page 9) (said Point Of Beginning having grid coordinates N.315783.40 and E.903178.54 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957530 with a convergence angle of -00°07'48" (at the Point Of Beginning)); thence N 89°57'23" W 39.44 feet along the existing south right-of-way of 14th Street to a computed point; thence N 00°19'14" W 12.00 feet to an "X" set in concrete; thence S 89°57'23" E 65.88 feet to a magnetic nail set; thence S 00°19'04" E 31.31 feet to a magnetic nail set; thence S 00°01'06" W 133.75 feet to a magnetic nail set; thence S 00°19'14" E 51.95 feet to a magnetic nail set; thence S 44°40'46" W 34.91 feet to an "X" set in concrete on the existing west right-of-way of 23rd Avenue; thence N 00°33'35" W 229.85 feet along said existing west right-of-way of 23rd Avenue to the Point Of Beginning.

Said parcel of land contains 8,335 square feet, or 0.145 acre, more or less.

LEGAL DESCRIPTION: (Maintenance Easement)

A parcel of land (Easement) being a portion of 23rd Avenue lying east of the existing west right-of-way of 23rd Avenue and north of the existing south right-of-way of 14th Street, situated and being located in the NW 1/4 of the NE 1/4 of Section 9, Township 8 South, Range 11 West, the City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

Commence at an "X" found in a brick sidewalk at the northeast corner of Lot 1b, Block 180, Original Gulfport (Plat Book 11, Page 9), said point having grid coordinates N.315783.40 and E.903178.54; thence S 00°33'35" E 18.29 along the existing west right-of-way of 23rd Avenue to an "X" set in concrete at the Point Of Beginning (said Point Of Beginning having grid coordinates N.315783.40 and E.903178.54 based on the Mississippi State Plane Coordinate System, East Zone, NAD 83 (in feet), coordinates and courses herein are grid values based on said coordinate system using a combined factor of (scale) 0.999957530 with a convergence angle of -00°07'48" (at the Point Of Beginning)); thence along the following nine (9) courses, N 89°41'40" E 11.71 feet to an "X" set in concrete, N 00°02'37" E 30.22 feet to an "X" set in concrete, S 89°57'23" E 14.46 feet to a magnetic nail set, S 00°19'14" E 31.31 feet to a magnetic nail set, S 44°40'46" W 24.32 feet to an "X" set in concrete, S 00°19'14" E 100.14 feet to an "X" set in concrete, S 45°19'14" E 23.20 feet to a magnetic nail set, S 00°19'14" E 51.95 feet to a magnetic nail set, S 44°40'46" W 34.91 feet to an "X" set in concrete on said existing west right-of-way of 23rd Avenue; thence N 00°33'35" W 14.79 feet along said existing west right-of-way of 23rd Avenue to an "X" set in concrete; thence along the following three (3) courses, N 44°40'46" E 20.15 feet to an "X" set in concrete, N 00°19'14" W 43.25 feet to an "X" set in concrete, thence N 45°19'14" W 20.57 feet to an "X" set in concrete on said existing west right-of-way of 23rd Avenue; thence N 00°33'35" W 124.73 feet to the said Point Of Beginning.

Said parcel of land contains 2,709 square feet, or 0.062 acre, more or less.

LEGEND

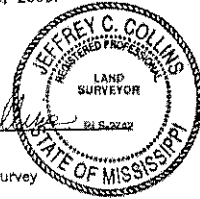
- ⊗ = X-mark found
- ⊙ = X-mark set
- ⊖ = magnetic nail set
- = computed point

LINE TABLE

LINE NO.	BEARING	DISTANCE
L-1	N 89°41'40" E	11.71'
L-2	N 0°02'37" E	30.22'
L-3	S 89°57'23" E	14.46'
L-4	S 0°19'14" E	31.31'
L-5	S 44°40'46" W	24.32'
L-6	S 0°19'14" E	100.14'
L-7	S 45°19'14" E	23.20'
L-8	S 0°19'14" E	51.95'
L-9	S 44°40'46" W	34.91'
L-10	N 0°33'35" W	14.79'
L-11	N 44°40'46" E	20.15'
L-12	N 0°19'14" W	43.25'
L-13	N 45°19'14" W	20.57'
L-14	N 0°33'35" W	124.73'

SURVEY NOTES:

By graphical plotting only, this parcel is located in "ZONE AE (EL 19) and ZONE AE (EL 20) of the flood hazard boundary and flood insurance rate map.
Community Panel No.: 28047C0377G
Effective Date: June 16, 2009.



Jeffrey C. Collins, P.S.
MS. P.S. No. 2742
Mississippi Class "B" Survey
August 15, 2018
Revised Right-of-Way Vacation and Maintenance Easement October 30, 2018

MARKHAM BUILDING

GPMU LP BMA Project #3513

CITY OF GULFPORT, HARRISON COUNTY, MISSISSIPPI

RIGHT-OF-WAY VACATION

BROWN, MITCHELL
& ALEXANDER, INC.

CONSULTING ENGINEERS & LAND SURVEYORS

www.bmaengineers.com

401 Cowan Road,
Suite A,
Gulfport, MS 39507
(228)864-7612
Fax(228)864-7676
796 Vieux Marche,
2nd Floor,
Biloxi, MS 39530
(228)436-7612
Fax(228)436-7676

S:\3513\Survey\3513_ROW_VACATION_R1.dwg/plotted 10-31-2018/DBF



November 7, 2019

Gulfport Police
2220 15th St
Gulfport, MS 39501

Dear Valued Customer:

Thank you for choosing Johnson Controls for the service and support of your fire and life safety systems. Your Johnson Controls Service Agreement will renew on January 1, 2020 with the following parameters:

Customer Number: #1934310
Contract Number: #9797379
Service Location: 2220 15th St Gulfport, MS 39501
Systems Protected: Fire Extinguisher, Sprinkler System-Wet and Dry, E Lights, Suppression
Coverage Level: Basic
Term: 1 year
Annual Price: \$3485.85

Please sign and return a copy of this letter prior to the contract renewal date stated above to avoid lapse in services and coverage. The terms and conditions of your existing service agreement will continue to apply. PO# (if required) _____

Customer Signature: _____

Please submit signed letter and/or PO using one of the methods listed below:

Mail: Johnson Controls Fire Protection LP, 859 Butler Drive M36693obile Al,

Fax:

E-mail: stephanie.michelle.saenz@jci.com

0

Thank you for your continued business. Please feel free to contact us with any questions at 251-370-1933 office 251-222-3496 cell.

Sincerely,

Johnson Controls
859 Butler Drive M36693obile Al,
251-370-1933 office 251-222-3496 cell

www.jci.com



November 20, 2019

Gulfport Police
2220 15th Street
Gulfport, MS 39501

ADDENDUM TO EXISTING SERVICE AGREEMENT

Thank you for choosing Johnson Controls for the service and support of your fire and life safety systems. This is an addendum to existing contract(s) (listed below) to change the service plan from Silver to Basic. No price increase. Same services.

Customer Number: 1934310
Contract Number: 9797379
Service Location: 2220 15th St Gulfport, MS 39501
Systems Protected: Fire Alarm
Coverage Level: Basic Test and Inspection
Term: 1 year statring on January 1, 2020 years
Annual Price: \$3485.85 plus applicable taxes
Coverage Level Change: None

Please sign and return a copy of this letter to change billing frequency on above contract.

PO# (if required) _____
Customer Signature:  _____

Thank you for your continued business. Please feel free to contact us with any questions.

Sincerely,

Stephanie Saenz
Johnson Controls Fire Protection LP
859 Butler Dr Mobile, AL 36693

stephanie.michelle.saenz@jci.com

251-222-3496

www.johnsoncontrols.com

**A PROCLAMATION BY THE MAYOR OF THE CITY OF GULFPORT DECLARING A CIVIL
AND/OR LOCAL EMERGENCY TO EXIST AS A RESULT OF A THREATENED OR
EXISTING NATURAL DISASTER**

Tropical Storm/Hurricane Sally

WHEREAS, the Mayor of the City of Gulfport, Mississippi, does hereby declare and proclaim that a "state of emergency" exists in the City of Gulfport, Mississippi, as of 5:00 P.M., CST, on Saturday, September 12, 2020, as a result of an imminent threat of a "natural disaster" resulting from Tropical Storm/Hurricane Sally and related conditions (tropical rain, winds, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about September 14-16, 2020, and impact an area that includes the City of Gulfport and Harrison County in the State of Mississippi; and the undersigned Mayor of the City of Gulfport, as the Executive/Administrative Officer of the City of Gulfport, and under authority of §45-17-3, *et seq.*, *Miss. Code Ann.*, and related statutes, finds and declares that a "Civil Emergency" presently exists in the City of Gulfport, Mississippi, and/or under authority of § 33-15-17(d), *et seq.*, *Miss. Code Ann.* and related statutes, finds and declares that a "Local Emergency" presently exists in the City of Gulfport, Mississippi;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that due to a natural disaster, or imminent threat thereof, within the geographic limits of the City of Gulfport causing or threatening to cause injury or death to persons and/or destruction of property to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare, as of 5:00 P.M., CST, on Saturday, September 12, 2020, a "Civil Emergency" and/or a "Local Emergency" in the City of Gulfport are hereby declared to exist as a result of Tropical Storm/Hurricane Sally and related conditions (tropical rain, winds, storm surge, lightening, hail, flooding, etc.) that are expected to impact the City of Gulfport and surrounding areas on or about September 14-16, 2020; and

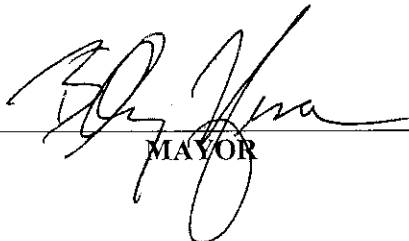
IT IS FURTHER PROCLAIMED and declared that said state of emergency shall be deemed to continue to exist in the City of Gulfport until its termination is ordered and proclaimed by the Mayor or the Governing Authority of the City of Gulfport; a copy of this proclamation is hereby filed with the Municipal Clerk of the City of Gulfport, and made a public record.

SO ORDERED AND PROCLAIMED on this the 12th day of September, 2020.

Filed and Attested by:

David Bellamy
City Clerk or Deputy City Clerk

by Myra Hunt
with permission


MAYOR

ORDER OF THE HARBORMASTER
GULFPORT MUNICIPAL MARINA

**MANDATORY EVACUATION
ORDER**

In accord with City of Gulfport Ordinance 2-218, as it appears that a tropical system (Tropical Storm/Hurricane Sally) will raise the water level in the Marina by at least four feet, and/or based on other advice from the Harrison County Civil Defense, the Harbormaster hereby orders all Marina Tenants to seek safer dockage for their vessels. **All vessels must be removed from the Marina no later than 3:00 PM on September 13, 2020 (i.e., the "evacuation deadline")**. The undersigned will advise as to when this Order is terminated and when vessels may return to the Marina and under what conditions the vessels may return.

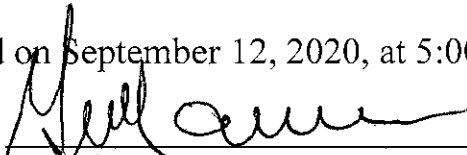
You are reminded that if a Marina Tenant fails to abide by this MANDATORY EVAUCATION ORDER, the Tenant will assume any and all liability and responsibility for said vessel and any damage it receives or any damage it may cause to city property as a result of the storm's impact on the Marina.

You are further reminded that failure to abide by this MANDATORY EVACUATION ORDER may result in a Marina Tenant being denied any further dockage privileges in the Marina.

You are further advised and reminded that failure to abide by this MANDATORY EVAUCATION ORDER shall constitute a misdemeanor and subject a Marina Tenant to the penalties set forth in Section 1-9 of the Code of Ordinances (fines up to \$1000). Each calendar day or part thereof that a vessel remains at the Marina after the evacuation deadline established in the evacuation Order and before the evacuation Order is terminated shall constitute a separate offense.

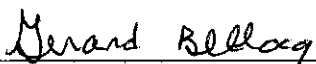
Issued on September 12, 2020, at 5:00 PM.

By:



GEORGE MANNEMAN, HARBORMASTER

Attest:


GERARD BELLOCQ, CITY CLERK
by Margaret Murdoch
with permission

TERMINATION OF MANDATORY EVACUATION ORDER

Tropical Storm/Hurricane Sally

The Order issued by the undersigned on Saturday, September 12, 2020, pursuant to which all vessels were ordered to be evacuated from the Gulfport Marina/Gulfport Small Craft Harbor is hereby terminated effective at 12:00 PM (noon) on Wednesday, September 16, 2020. Vessels are permitted to return to the Marina/Harbor any time after 12:00 PM (noon) on Wednesday, September 16, 2020.

Issued on Sept 16, 2020, at 11:00 PM.

By:

George Maneman

GEORGE MANEMAN, HARBORMASTER

by Gus Wesson
with permission

Attest:

Gerard Bellocq
GERARD BELLOCQ, CITY CLERK