



City of Gulfport, Mississippi

Agenda City Council

2309 15th Street
Gulfport, MS 39501

Tuesday, March 2, 2021

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 January 19, 2021.
- 2 Approval of Minutes - for February 5, 2021.

Code Enforcement / Planning

- 3 Certificate of Resubdivision - divide into two parcels zoned R-1-7.5 (Single-family) - located at Bouslog Street and East Beach Boulevard - Case # 2101PC005 - Ward 2.

Ordinances

- 4 Ordinance - amending Section 7-11 of the City's Code of Ordinances, and for related purposes.
- 5 Ordinance - to rezone tax parcel from T3 (Sub-Urban Zone) to T4L (General Urban Zone "Limited") - located at 620 Moose Avenue - Case # 2101PC009 - Ward 2 - with Objection.

Resolutions

- 6** Order - rescheduling the April 6 and June 8, 2021, Council meetings to April 8 and June 10, 2021, at 1:30 P.M.
- 7** Resolution - approving Axon Enterprise, Inc.'s TASER 7 Agreement, authorizing the Mayor to execute the same, and for related purposes.
- 8** Resolution - approving Certificate of Substantial Completion for the Hurricane Zeta – Debris Removal Project, authorizing the Mayor to execute said Certificate, and for related purposes.
- 9** Resolution - approving Facility Use Agreement with Mississippi Deep Sea Fishing Rodeo, Inc., and for related purposes.
- 10** Resolution - approving Letter Agreement with Election Systems & Software (ES&S), authorizing the Mayor to execute the same, and for related purposes.
- 11** Resolution - approving Submission of Application for Voluntary Accreditation and Accreditation Agreement with the American Public Works Association, and for related purposes.
- 12** Resolution - Approving Planned Maintenance Agreement with Core Logistical Solutions, and for related purposes
- 13** Resolution - approving Amendment No. 1 to Mobile Application Agreement with CitySourced, Inc., and for related purposes.
- 14** Resolution - approving Amendments to Lease Agreement with Pan Isles, Inc., authorizing execution of the same, and for related purposes.
- 15** Resolution - approving Supplemental Agreement #2 to Contract with JLB Contractors, LLC, in connection with the Seaway Road Pedestrian Pathway Project, authorizing the Mayor to execute and deliver said Agreement, and for related purposes.
- 16** Resolution - authorizing an expenditure for advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Gulfport (Fire Department), and for related purposes.

- 17 Resolution - declaring Real Property to be surplus, approving Lease Agreement with Pop Brothers, LLC, for the rental of surplus municipal property at 1501 25th Avenue, and for related purposes.
- 18 Resolution - designating Applicant Agent for the City of Gulfport and approving State-Local Disaster Assistance Agreement between the City and the Mississippi Emergency Management Agency in regards to Hurricane Zeta, and for related purposes.
- 19 Resolution - reconfirming and extending the status of a State of Emergency due to the spread of COVID-19 and potential associated impacts which threaten to affect areas within the City, and for related purposes.
- 20 Resolution - reconfirming and extending the status of a State of Emergency due to the impacts of Hurricane Zeta on the City of Gulfport, and for related purposes.

Budget Amendments / Docket of Claims

- 21 Budget Amendment #36 - increasing line items 277 Vehicles and 213 Forensics from drug related arrests.
- 22 Budget Amendment #37 - increasing Federal Funds for Seaway Road Pedestrian Pathway Project.
- 23 Budget Amendment #38 - establishing account for the Gulfport Boat Launch Improvements Tideland Project.
- 24 Budget Amendment #39 - transferring funds between Marina accounts.
- 25 Docket of Claims - to be approved through March 3, 2021.

Routine Agenda

- 26 Resolution - awarding bids for lot clean-ups and/or demolitions.
- 27 Legal Notice - advertisement for bids for Term Contract Group E - Ready Mix Concrete.
- 28 Letter - regarding bid awarded by Purchasing to Gulf States Distributer for Molle Duty Equipment - Police Department - to be made a part of the minutes.

- 29** Ratification - of previously approved and executed Agreements, Contracts, and Documents - to be made a part of the minutes.
- 30** Ratification - of Quit Claim Deed - Fire Station #9 - to be made a part of the minutes.

Public Agenda

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

Council Comments

Memorial Adjournment

Executive Session

Setting of Next Meeting and Adjournment

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: February 18, 2021

Re: Resubdivision 2101PC005, by agent Thomas Clower Jr, tax parcel 0911F-01-008.001,
Divide into two new parcels, Bouslog St & E Beach Blvd, Zoned R-1-7.5 (Single-
family), Ward 2

Planning Commission recommendation: To approve applicant request.

Motion: Mr. Elliott

Second: Mr. Hewes

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Thomas Clower
2. Duane Bertucci

Speaking against the Petition: None

On January 28, 2021, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for March 2, 2021.

Technical Report

Resubdivision

GENERAL INFORMATION

Case File Number: 2101PC005

Hearing Date: January 28, 2021

Current Zoning/Use: R-1-7.5 / Undeveloped property

Legal: Resubdivision 2101PC005, by agent Thomas Clower Jr, tax parcel 0911F-01-008.001, Divide into two new parcels, Bouslog St & E Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

TECHNICAL DETAILS

The applicant proposes to divide a parcel that is 2.053 acres in area. Parcel One will be 1.725 acres in area, and the other will be 14,286 square feet in area. The minimum area required for new lots in this zoning district 7,500 square feet, so both proposed lots exceed this minimum requirement. Parcel Two has access to public right-of-way, which is required by the ordinance, but there is no improved street on this ROW. However, the definitions of "street" provided in the City's ordinance do not state that they have to be improved, only that they provide vehicle access. As such, the proposed division of property meets all subdivision regulations of the ordinances. However, the Engineering Department and Public Works have stated that they require an improved street for access to the property.

The Gulfport Subdivision Regulations require that:

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

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

EXECUTIVE SUMMARY

The proposed new parcels meet the subdivision and district regulations of the zoning ordinance. However, the Engineering Department and Public Works have stated that they require an improved street for access to the property.

Technical Report

Resubdivision

Any approval should consider these conditions:

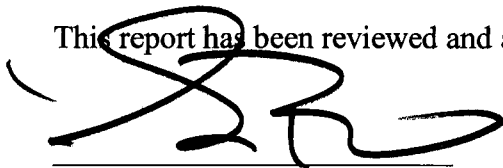
1. Need access from improved street. Clower Drive or Bouslog Street to be improved to provide access.
2. Need separate water and sewer service for each parcel.

DEPARTMENTAL CONDITIONS

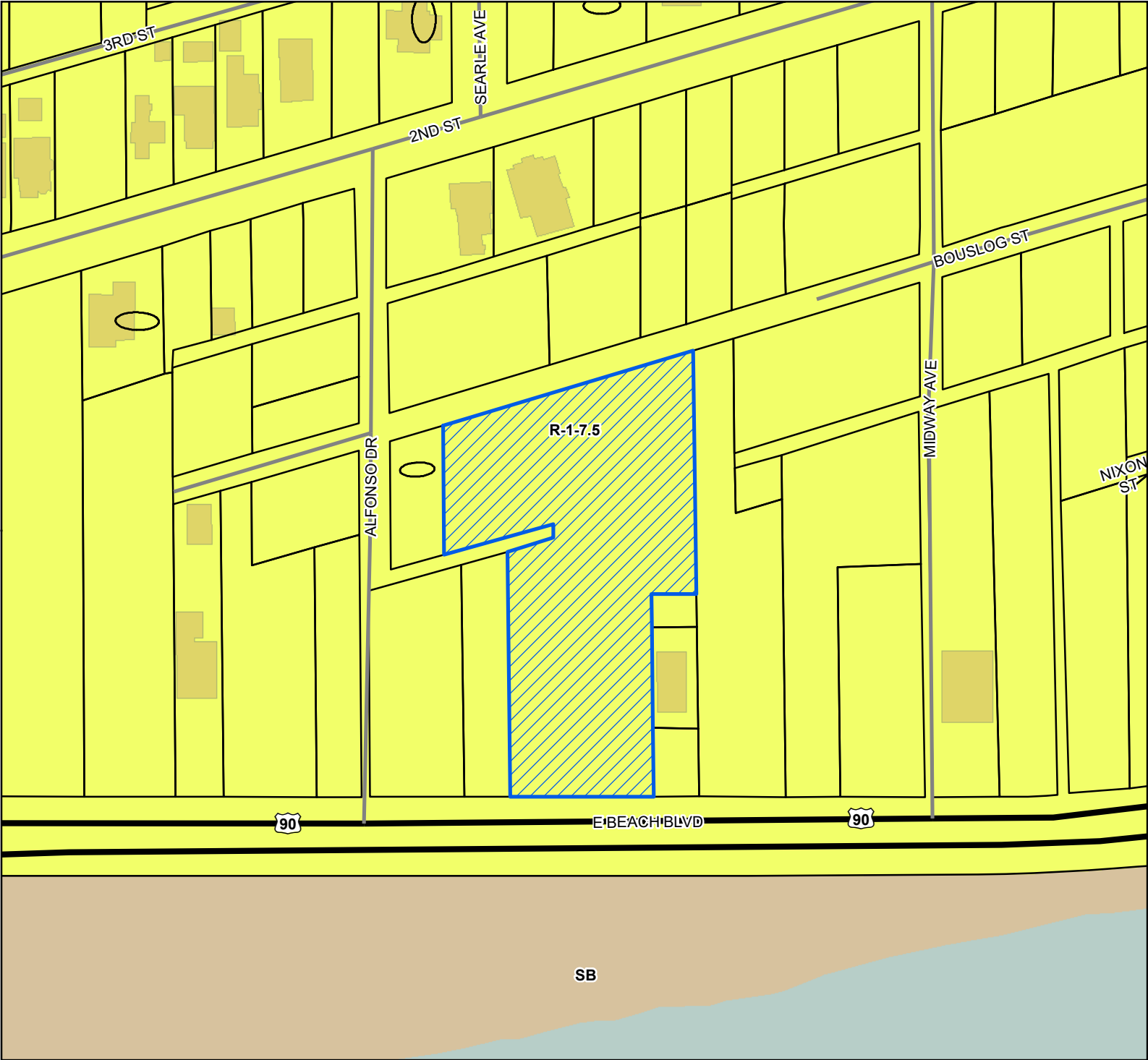
<u>Engineering:</u>	Conditions: Need access from improved street; Need separate water and sewer service for each parcel. Memo dated 15 Jan 2021.
<u>Public Works:</u>	Conditions: Clower Dr or Bouslog St to be improved to provide access; Provide separate sewer and water services for each parcel. Memo dated 15 Jan 2021.
<u>Traffic and Safety:</u>	No conditions. Memo dated 15 Jan 2021.
<u>Building Code Services:</u>	No conditions. Memo dated 8 Jan 2021.
<u>GIS:</u>	No conditions. Memo dated 14 Jan 2021.
<u>Police Department:</u>	No conditions. Memo dated 14 Jan 2021.
<u>Fire Department:</u>	No conditions. Memo dated 7 Jan 2021.
<u>City Arborist:</u>	No conditions. Memo dated 8 Jan 2021.

DIRECTOR APPROVAL

This report has been reviewed and approved by:



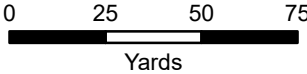
Greg Pietrangelo
Director of Urban Development Department



- Site
- US or State Highway
- Street
- Parcels
- Buildings
- Water Features

- Zoning**
- R-1-7.5 - Single Family
 - Residence District (Low Density)
 - SB - Sand Beach

Site Information
0911F-01-008.001
Zoning: R-1-7.5 (Single-family)
Size: 2.053 acres
Flood: AE



1 inch = 150 feet



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



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

APPLICATION FOR RESUBDIVISION

Property Information

TAX PARCEL #

0	9	1	1	F

 -

0	1

 -

0	0	8

 .

0	0	1

(If necessary, use separate sheet of paper)

For Staff Use Only

Case Number: 2101PC005Date Received: 12/1/2020

Receipt Number: _____

Received By: LL

Zoning: _____

Ward: _____ Flood: _____

Size: _____

Address of Property Involved: #424 EAST BEACH BOULEVARD GULFPORT 39507
17+PT LOT 18Lot(s) 4-8, Block(s) 7, Subdivision HEWES ADDITION
MS LAND & ABSTRACT CO. SD
OF HEWES ADDITIONGeneral Location: LYING BETWEEN U.S. 90 & BOUSLOG ST, JUST EAST OF
ALFONSO DRIVE @ CLOWER DRIVE

GENERAL DESCRIPTION OF REQUEST:

TO SUBDIVIDE PARCEL INTO PARCEL ONE & PARCEL
TWO

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

CLOWER FIVE INVESTMENTS INC.
Printed Name of Owner

P.O. Box 1594

Mailing Address

GULFPORT MS 39502

City State Zip code

(228) 861-6849

Home Phone Work/Cell Phone

Email

Thomas S. Clower, Jr. PRESIDENT

Signature of Owner

THOMAS S. CLOWER, JR.

Printed Name of Agent

P.O. Box 1594

Mailing Address

GULFPORT, MS 39502

City State Zip code

(228) 861-6849

Home Phone Work/Cell Phone

Email
Thomas S. Clower, Jr. PRESIDENT

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.

CITY of GULFPORT

Kenneth L. Casey, Sr.
Councilman, Ward 1
Ella Holmes-Hines
Councilwoman, Ward 3
Myles Sharp
Councilman, Ward 5
Cara L. Pucheu
Councilwoman, Ward 7

Ron Roland
Councilman, Ward 2
F.B. Walker, IV
Councilman, Ward 4
Robert Flowers
Councilman, Ward 6



BILLY HEWES
MAYOR

Our mission: To provide efficient, effective and openly responsive municipal services to all citizens while promoting responsible economic development, preserving our heritage, and enhancing our quality of life, and creating a better community.

Tuesday, December 1, 2020

MICHELLE HERRIN
1714 22ND AVE
GULFPORT, MS 39501

Dear HERRIN:

Thank you for reporting the following concern to the Department of Public Works:

REQUEST ID: 267692

CONCERN: WATER & SEWER SERVICE VERIFICATION REQUEST

INCIDENT ADDRESS: 424 E BEACH BLVD

The Service Request was closed on 11/30/2020 10:30:05AM and was addressed as follows:

RESOLUTION: WATER AND SEWER AVAILABLE FOR SUBDIVIDING. DEVELOPER IS RESPONSIBLE FOR RUNNING WATER AND SEWER LINES TO CITY EASEMENT FOR CONNECTION.

We appreciate your patience and cooperation. If there are any questions or concerns with the work performed, please contact one of our Quality Control Inspectors between the hours of 7:00 A.M. to 3:30 P.M., Monday through Friday. Their phone numbers are listed below:

For concerns about the work completed, please call:

Type	Inspector	Phone Number
Solid Waste	Mark Kraninger	(228) 297-2495
Water & Sewer	Brian Jones Brian McKnight	(228) 518-0431 (228) 860-4256
Streets & Drainage	John Thomas Joe Johnson	(228) 518-0775 (228) 518-2223
Traffic	Ken Northington	(228) 868-5742
Billing Department		(228) 868-5720 (228) 831-0711
To report an additional complaint or new work request, please call the following departments: Streets & Drainage and Water & Sewer issues: 311 Traffic issues: 868-5740		

City Maintained Sewer Cleanout Information

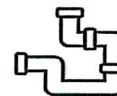
Contact: David Sanzin

Phone Number: 228-861-3601

Email: dsanzin@gulfport-ms.gov

Sewer Cleanout Specification Sheet is available:

Must have Adobe Reader (PDF) to View Link:
www.gulfport-ms.gov/sewercleanout



Have a Great Mississippi Gulf Coast Day!

Department of Public Works

4050 Hewes Avenue
Gulfport, MS 39507
(228) 868-5740

"Providing Quality Service in a Timely Manner to Exceed our Citizens' Expectations"

11/24/20

THERE ARE NO RESTRICTIVE COVENANTS
THAT ~~WILL~~ RESTRICT THE RE-SUBDIVISION
OF PACEL # 0911F-01-008.001.

Thomas D. Clowry

Sworn to and subscribe
to me this 24th day of November 2020

SULIN
Notary Public



CLOWER FIVE INVESTMENTS, INC.

NOVEMBER 5, 2020

The shareholders of Clower Five agree on the following resolution.

The President (Chief Executive Officer) of Clower Five Investments, Inc. Thomas S. Clower, Jr. has the authority to sign documents pertaining to the company's property at 424 E. Beach Blvd. Gulfport, MS 39507.

Secretary: Margaret C. Hannen

Margaret C. Hannen

Treasurer: Catherine M. Cottrell

Catherine M. Cottrell

President: Thomas S. Clower, Jr.

Thomas S. Clower Jr.

Christopher J. Estrade
11/5/2020



STATE OF MISSISSIPPI
COUNTY OF HARRISON



1st Judicial District
Instrument 2008 2836 D -J1
Filed/Recorded 4 2 2008 4 39 P
Total Fees 28.00
3 Pages Recorded

CORRECTED WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, Catherine Clower Thornhill, do hereby sell, convey and warrant unto Clower Five Investments, Inc., a Mississippi corporation, that certain real property located in the First Judicial District of Harrison County, and being more particularly described as follows:

Lots E, F, G and H of Block 8 of Mississippi Land and Abstract Company Subdivision of Hewes Addition, Harrison County, Mississippi.

And also,

Lots 4 to 8 in Blocks 6 and 7 of Mississippi Land and Abstract Company Subdivision of Hewes Addition to the City of Gulfport, Harrison County, Mississippi, and also a lot known as the "Barrett Lot" in Blocks 6 and 7 in said addition; all of said property measuring 155 feet on the Beach.

And also,

All of Lot 17 and Lot 18, less the East 43.88 feet of Lot 18, Block 3, Mississippi L & A Subdivision of Hewes Addition, City of Gulfport, First Judicial District, Harrison County, Mississippi.

Less and except:

A parcel of land situated and being located in a part of Lot 17 and Lot 18, Block 3, Mississippi L & A Subdivision of Hewes Addition, City of Gulfport, First Judicial District, Harrison County, Mississippi, and being more particularly Described as: beginning at the intersection of the West Line of the East 43.88 feet of said Lot 18 with the northerly Margin of U.S. Highway 90, being a point on the West line of Hewes and the East line of Clower; thence run North 00 degrees 06 minutes West 220.1 feet along the West line of the East 43.88 feet of said Lot 18 and the line common to Hewes and Clower; thence run West 50.0 feet; thence run South 00 degrees 06 minutes East 220.1 feet; thence run East 50.0 feet to the Point of Beginning.

And also,

A parcel of land located in a part of the North ½ of Lot 23, Satsuma Subdivision, Gulfport, Harrison County, Mississippi, described as: Commencing at the intersection of the South line of the North ½ of said Lot 23 and the Easterly margin of Courthouse Road: thence run East along the said South Line a distance of 300 feet; thence run North 04°05'30" West a distance of 63.97 feet to the point of beginning; thence run North 04°05'30" West a distance of 151.73 feet to the North line of the North ½ of said Lot 23; thence run East along the said North line a distance of 190 feet to the West line of David A. Owen; thence run South 04°05'30" East a distance of 100.7 feet to the North margin of a roadway; thence run West and parallel to the said North line of the North ½ of said Lot 23 a distance of 90.0 feet to the beginning of a curve concave to the South and having a radius of 114.97 feet and a central angle of 50°; thence run Westerly and Southwesterly along said curve a distance of 100.32 feet; thence run South 40° West a distance of 12.89 feet to the point of beginning.

This property does not constitute the homestead of the grantor, nor any part thereof.

Ad valorem taxes for the current year are assumed by the grantee herein.

The Grantor is one of the devisees of Olive Barnett Clower, whose estate was administered as cause number 01-00355 in the Chancery Court for the First Judicial District of Harrison County, Mississippi.

This Corrected Warranty Deed is executed in order to correct an error in the legal description contained in that deed filed July 3, 2003, and recorded in Book 1633 at Page 566.

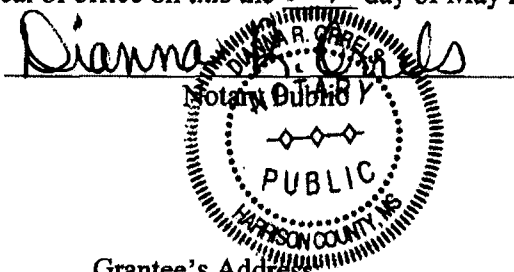
WITNESS my signature on this the 24 day of May 2006.

Catherine Clower Thornhill
CATHERINE CLOWER THORNHILL

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY came and appeared before me, the undersigned authority for said state and county, Catherine Clower Thornhill, who acknowledged to me that she signed and delivered the foregoing Corrected Warranty Deed on the day and year therein stated.

GIVEN under my hand and official seal of office on this the 24 day of May 2006.



My Commission Expires:
NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
~~MY COMMISSION EXPIRES: Feb 16, 2009~~
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Grantors' Address:
1504 Ridgewood Drive
Columbia, MS 39429
Unknown

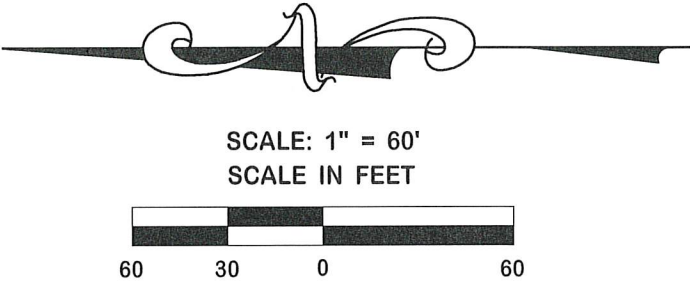
Grantee's Address:
P. O. Box 1594
Gulfport, MS 39502
228-861-6849

Document prepared by and Return to:
John Galloway, MS Bar #4385
Butler, Snow, O'Mara, Stevens & Cannada, PLLC
1300 25th Avenue, Suite 204
Gulfport, MS 39501
228.864.1170

Indexing Instructions:
Lots E-H Block 8 & Lots 4-8, Blocks 6-7 & Lots 17-18, Block 3, MS Land & Abstract Co.,
Subdivision of Hewes Addition, Harrison County, MS;
and
N ½ of Lot 23, Satsuma Subdivision, Gulfport, Harrison County, MS

PLAT SHOWING RESUBDIVISION SURVEY
OF
#424 EAST BEACH BOULEVARD
(TAX PARCEL #0911F-01-008.001)
INTO TWO NEW PARCELS,
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI
FOR
CLOWER FIVE INVESTMENTS, INC.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 74°16'01" E	52.32'
L2	N 1°00'05" W	17.74'
L3	S 89°49'10" W	50.11'



U. S. HIGHWAY 90 / EAST BEACH BOULEVARD
85' R.O.W. / PUBLIC ASPHALT ROADWAY

UTILITIES STATEMENT:
The subject property has an 8" sewer line and a 6" water line available. Both services are provided by City of Gulfport Public Works.

REFERENCE MAPS:
A) Survey of subject property prepared by J. Michael Cassady on August 30, 2002.
B) Survey of adjacent property prepared by J. Michael Cassady on January 10, 2008.

REFERENCE BEARINGS:
The bearings shown hereon are based on the "Mississippi State Plane Coordinate System - East Zone - NAD 83" using GPS GCGC-RTN System accessed on November 2, 2020. (*) Represents the Basis of Bearings. Distances shown are U.S. Survey feet.

FEMA FLOOD ZONE AND HAZARDS:
This lot is located in Flood Zones "AE" (19), "AE" (20), "VE" (21), & "VE" (22) Areas of/per FEMA Map Community Panel Number 28047C 0268 G for Harrison County, Mississippi dated December 21, 2017. Base Flood Elevation is subject to change and should be verified with the local authority's Flood Plain Administrator before any design or construction.

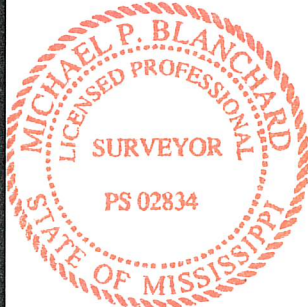
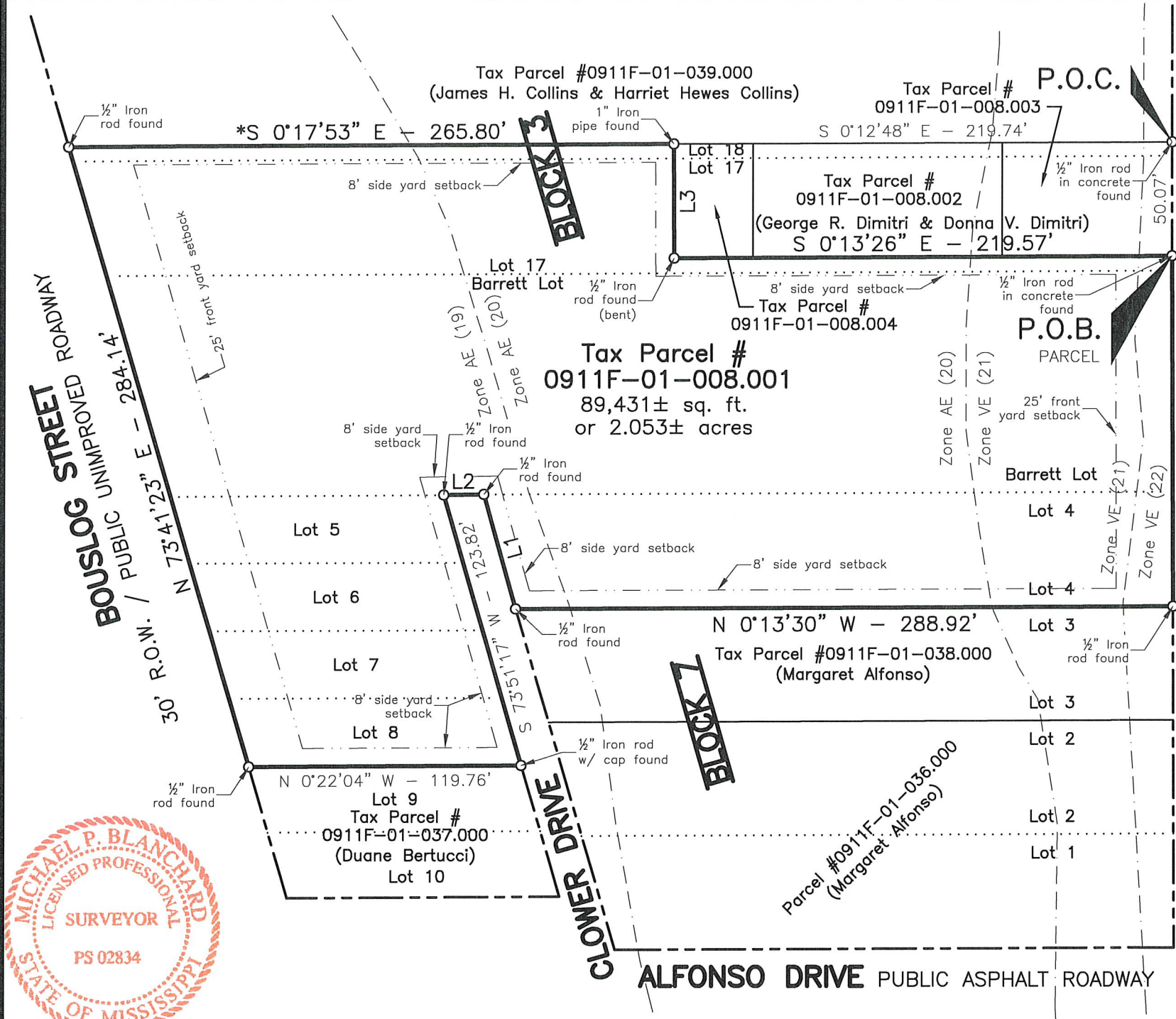
T 8 S - R 11 W
SECTION 2

LEGEND	
FOUND PROPERTY CORNER (AS NOTED)	○
SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE)	●

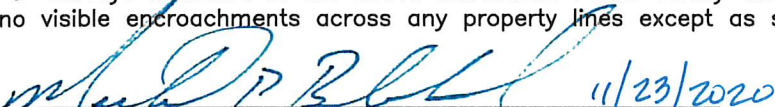
SHEET 1 OF 4

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

FIELD WORK COMPLETED ON: November 23, 2020



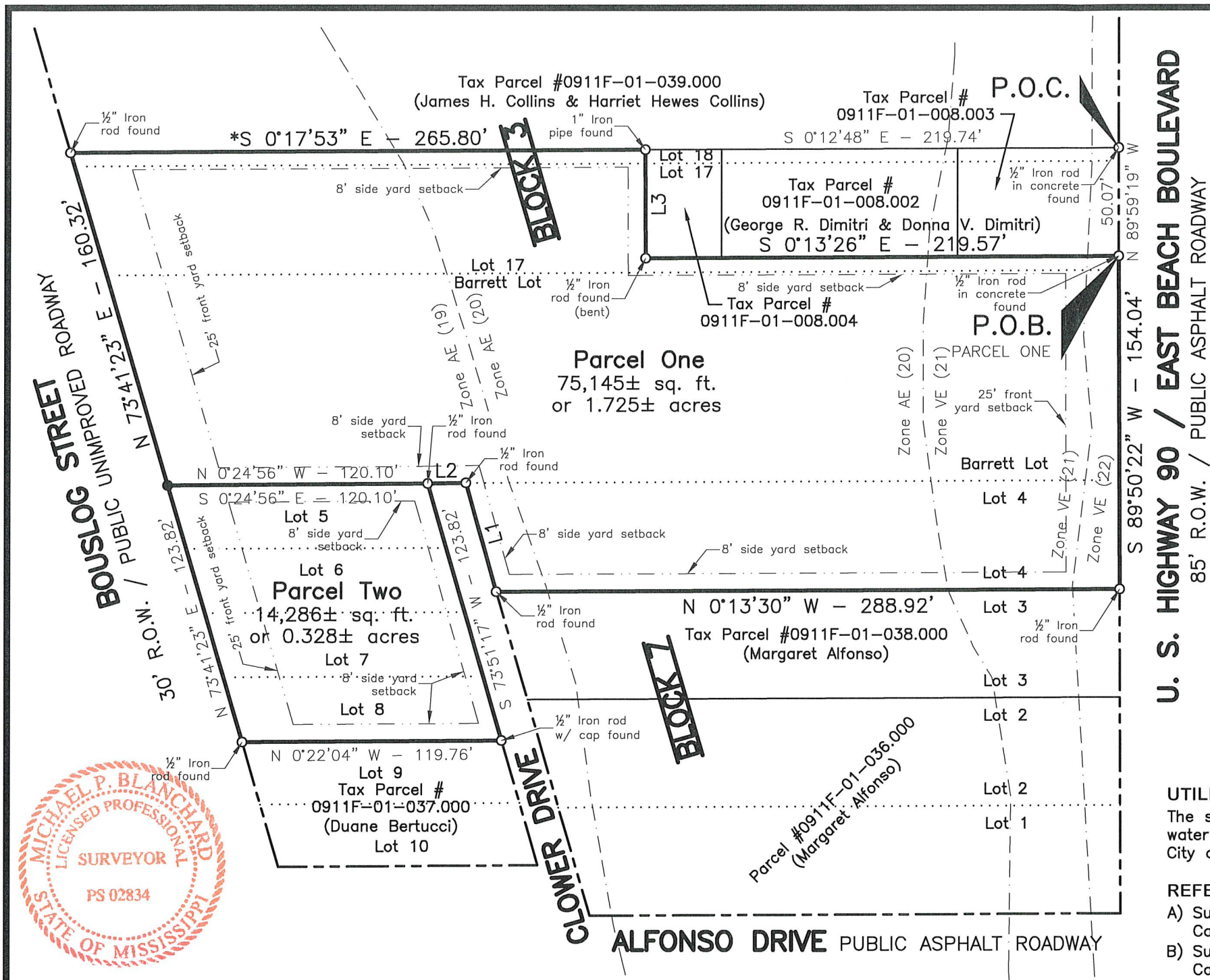
CERTIFICATION:
This is to certify to CLOWER FIVE INVESTMENTS, INC. that this survey was done by me or under my direct supervision and control, that the survey was done on the ground and was done in accordance with the most recent Minimum Standards of Practice for Land Surveyors as set forth by the State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


Michael P. Blanchard, PS, Reg. No. 2834

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

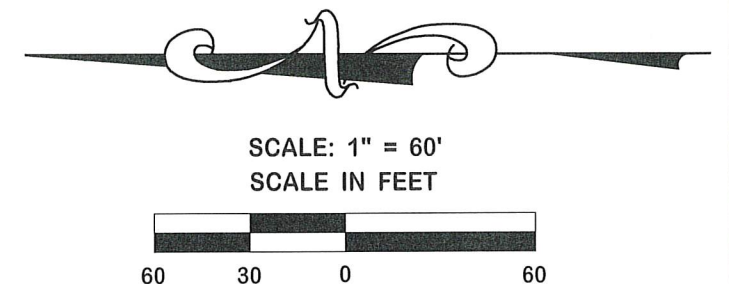
NOTES:
1.) No attempt has been made by Cassady-Acadia Land Surveying, L.L.C. to verify title, actual legal ownership, deed restrictions servitudes, easements, alleys, right-of-ways or other burdens on the property, other than that furnished by the client or his representative. There is no representation that all applicable servitudes and restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.

2.) The words "Certify," "Certifies" or "Certification" as used herein is understood to be an expression of professional opinion by the surveyor, based upon his best knowledge, information, and belief, as such, it does not constitute a guarantee nor a warranty, expressed or implied.



PLAT SHOWING RESUBDIVISION SURVEY
OF
#424 EAST BEACH BOULEVARD
(TAX PARCEL #0911F-01-008.001)
INTO TWO NEW PARCELS,
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI
FOR
CLOWER FIVE INVESTMENTS, INC.

LINE TABLE		
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T 8 S - R 11 W
SECTION 2

LEGEND

- FOUND PROPERTY CORNER (AS NOTED) ○
SET 3/4" IRON ROD (UNLESS NOTED OTHERWISE) ●

SHEET 2 OF 4

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

FIELD WORK COMPLETED ON: November 23, 2020

CALS FILE: 20-02-477.dwg FIELD BOOK: n/a, PG. n/a



CERTIFICATION:

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

Michael P. Blanchard
Michael P. Blanchard, PS, Reg. No. 2834

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

NOTES:

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

CERTIFICATE OF RESUBDIVISION

In accordance with Section 9-48 of the Code of Ordinance (Subdivision Regulations) of the City of Gulfport as amended, it is hereby certified that the Gulfport City Planning Commission Chairman and Gulfport City Council have reviewed and approved this Final Plat for the Resubdivision of "PARCEL 0911F-01-008.001" in Section 2, Township 8 South, Range 11 West into Parcel "One" and Parcel "Two". The subject property is generally described as being located south of Bouslog Street, east of Alfonso Drive, and north of U. S. Highway 90/Beach Boulevard. The ad valorem tax parcel number of the subject property is 0911F-01-008.001. (Instrument No. 2008-2836-D-J1). The Case File Number is _____.

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

Lots E, F, G and H of Block 8 of Mississippi Land and Abstract Company Subdivision of Hewes Addition, Harrison County, Mississippi.

And also,

Lots 4 to 8 in Blocks 6 and 7 of Mississippi Land and Abstract Company Subdivision of Hewes Addition to the City of Gulfport, Harrison County, Mississippi, and also a lot known as the "Barrett Lot" in Blocks 6 and 7 in said addition; all of said property measuring 155 feet on the Beach.

And also,

All of Lot 17 and Lot 18, less the East 43.88 feet of Lot 18, Block 3, Mississippi L & A Subdivision of Hewes Addition, City of Gulfport, First Judicial District, Harrison County, Mississippi.

Less and except:

A parcel of land situated and being located in a part of Lot 17 and Lot 18, Block 3, Mississippi L & A Subdivision of Hewes Addition, City of Gulfport, First Judicial District, Harrison County, Mississippi, and being more particularly described as: Beginning at the intersection of the West Line of the East 43.88 feet of said Lot 18 with the northerly Margin of U.S. Highway 90, being a point on the West line of Hewes and the East line of Clower; thence run North 00 degrees 06 minutes West 220.1 feet along the West line of the East 43.88 feet of said Lot 18 and the line common to Hewes and Clower; thence run West 50.0 feet; thence run South 00 degrees 06 minutes East 220.1 feet; thence run East 50.0 feet to the Point of Beginning.

And also,

A parcel of land located in a part of the North ½ of Lot 23, Satsuma Subdivision, Gulfport, Harrison County, Mississippi, described as: Commencing at the intersection of the South line of the North ½ of said Lot 23 and the Easterly margin of Courthouse Road: thence run East along the said South Line a distance of 300 feet; thence run North 04°05'30" West a distance of 63.97 feet to the point of beginning; thence run North 04°05'30" West a distance of 151.73 feet to the North line of the North ½ of said Lot 23; thence run East along the said North line a distance of 190 feet to the West line of David A. Owen; thence run South 04°05'30" East a distance of 100.7 feet to the North margin of a roadway; thence run West and parallel to the said North line of the North ½ of said Lot 23 a distance of 90.0 feet to the beginning of a curve concave to the South and having a radius of 114.97 feet and a central angle of 50°; thence run Westerly and Southwesterly along said curve a distance of 100.32 feet; thence run South 40° West a distance of 12.89 feet to the point of beginning.

LEGAL DESCRIPTIONS OF THE (2) PARCELS CREATED BY THIS RESUBDIVISION:

LEGAL DESCRIPTION OF PARCEL ONE: AS PER SURVEY

A parcel of land situated and being located in Lot 17 and part of Lot 18, Block 3, HEWES ADDITION, and also in Lot 4 and a lot known as Barrett Lot, Block 7, MISSISSIPPI LAND & ABSTRACT COMPANY SUBDIVISION OF HEWES ADDITION, City of Gulfport, First Judicial District of Harrison County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a 1/2-inch iron rod found in concrete at the intersection of the West line of the East 43.88 feet of Lot 18, Block 3, HEWES ADDITION, and the northerly margin of US Highway 90; thence run North 89 degrees 59 minutes 19 seconds West along the northerly margin of US Highway 90 a distance of 50.07 feet to a 1/2-inch iron rod found in concrete at the POINT OF BEGINNING of the parcel herein described;

thence run from said POINT OF BEGINNING South 89 degrees 50 minutes 22 seconds West along the northerly margin of US Highway 90 a distance of 154.04 feet to a 1/2-inch iron rod found at the Southwest corner of Lot 4, Block 7, MISSISSIPPI LAND & ABSTRACT COMPANY SUBDIVISION OF HEWES ADDITION; thence departing said northerly margin of US Highway 90 run North 00 degrees 13 minutes 30 seconds West along the West line of said Lot 4 a distance of 288.92 feet to a 1/2-inch iron rod found on the southerly margin of Clower Drive; thence run North 74 degrees 16 minutes 01 seconds East along the said southerly margin of Clower Drive a distance of 52.32 feet to a 1/2-inch iron rod found at the intersection of said southerly margin of Clower Drive and the East line of said Lot 4; thence run North 01 degrees 00 minutes 05 seconds West along the easterly margin of Clower Drive a distance of 17.74 feet to a 1/2-inch iron rod found at the Southeast corner of Lot 5, Block 7, MISSISSIPPI LAND & ABSTRACT COMPANY SUBDIVISION OF HEWES ADDITION; thence run North 00 degrees 24 minutes 56 seconds West along the East line of said Lot 5 a distance of 120.10 feet to a 3/4-inch iron rod set at the Northeast corner of said Lot 5, also being a point located on the southerly margin of Bouslog Street; thence run North 73 degrees 41 minutes 23 seconds East along the said southerly margin of Bouslog Street a distance of 160.32 feet to a 1/2-inch iron rod found; thence departing said southerly margin of Bouslog Street run South 00 degrees 17 minutes 53 seconds East along the West line of the East 43.88 feet of said Lot 18 a distance of 265.80 feet to a 1-inch iron pipe found; thence run South 89 degrees 49 minutes 10 seconds West a distance of 50.11 feet to a 1/2-inch iron rod found bent; thence run South 00 degrees 13 minutes 26 seconds East a distance of 219.57 feet to the POINT OF BEGINNING. Said parcel contains 1.725 acres, more or less.

LEGAL DESCRIPTION OF PARCEL TWO: AS PER SURVEY

Lots 5, 6, 7, and 8, Block 7, Mississippi Land and Abstract Company Subdivision of Hewes Addition, City of Gulfport, First Judicial District of Harrison County, Mississippi.

PLAT SHOWING RESUBDIVISION SURVEY
OF
#424 EAST BEACH BOULEVARD
(TAX PARCEL #0911F-01-008.001)
INTO TWO NEW PARCELS,
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI
FOR
CLOWER FIVE INVESTMENTS, INC.

SHEET 3 OF 4

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

FIELD WORK COMPLETED ON: November 23, 2020

PLAT SHOWING RESUBDIVISION SURVEY
OF
#424 EAST BEACH BOULEVARD
(TAX PARCEL #0911F-01-008.001)
INTO TWO NEW PARCELS,
CITY OF GULFPORT,
FIRST JUDICIAL DISTRICT OF
HARRISON COUNTY, MISSISSIPPI
FOR
CLOWER FIVE INVESTMENTS, INC.

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

Ratified and Approved by:

Thomas S. Clower, Jr.
(Signature)

By: Thomas S. Clower, Jr. President
Clower Five Investments, Inc.

This 24 day of NOVEMBER, 2020.

ACKNOWLEDGE

Before me, the undersigned, personally appeared the aforementioned Thomas S. Clower, Jr., who acknowledged that he is the President of Clower Five Investments, Inc. and he accepted this plat and executed the foregoing certificate and dedication for the purpose therein set forth.

Janice M. Adkins
NOTARY PUBLIC

My Commission Expires: AUGUST 11, 2022



S E A L

PLANNING COMMISSION

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

Gulfport City Planning Commission
Keith Williams

Planning Division Administrator
Gregory Holmes

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
Brittany Rodgers

PRESIDENT OF COUNCIL
F. B. "Rusty" Walker, IV

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

BILLY HEWES, MAYOR

SHEET 4 OF 4



FIELD WORK COMPLETED ON: November 23, 2020

RE: Resubdivision 2102PC005, by agent Thomas Clower Jr, tax parcel 0911F-01-008.001, Divide into two new parcels, Bouslog St & E Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

To Applicants and Adjacent Property Owners:

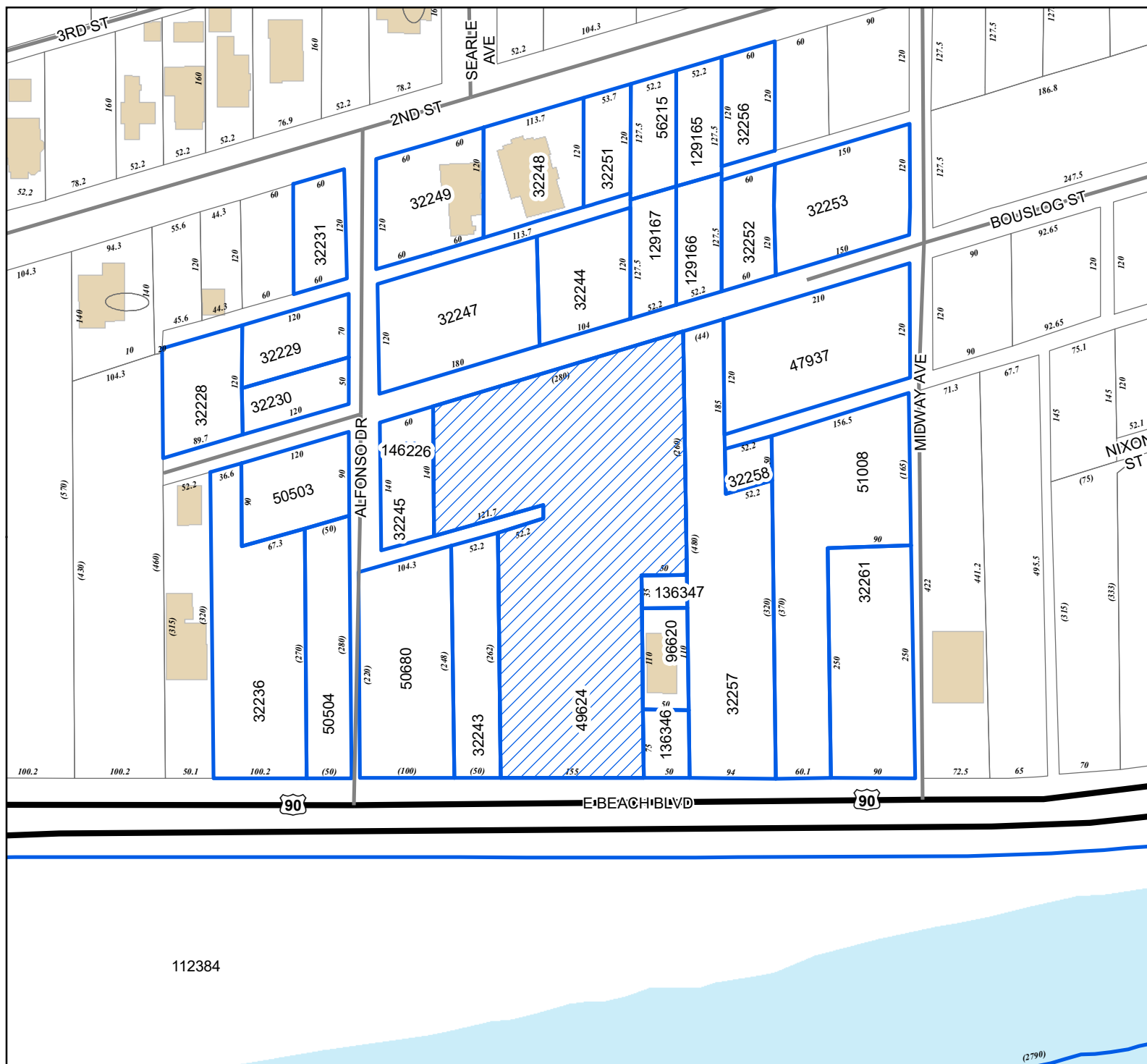
The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, January 28, 2021**, in the Council Chambers at the Gulfport City Hall located at 2309 15th Street.

For more information, visit <http://www.gulfport-ms.gov/agendas.shtml> then click the City of Gulfport Planning Commission for **Thursday, January 28, 2021**. 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. 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	49624	0911F-01-008.001	CLOWER FIVE INVESTMENTS INC	P O BOX 1594	GULFPORT	MS	39502
Y			Thomas Clower Jr (Agent)	PO Box 1594	Gulfport	MS	39502
Adjacent Property Owners							
Y	50503	0911F-01-033.000	ALFONSO AUGIE	710A GARDENDALE AVE	LONG BEACH	MS	39560
Y	32253	0911F-01-006.000	ALFONSO CARLENE & KETCHINGS W	9153 LORRAINE RD	GULFPORT	MS	39503
	32252	0911F-01-006.001	ALFONSO CARLENE & KETCHINGS WA	9153 LORRAINE RD	GULFPORT	MS	39503
Y	32229	0911F-01-031.000	ALFONSO CARLENE & MARGARET	P O BOX 1446	GULFPORT	MS	39502
	32230	0911F-01-032.000	ALFONSO CARLENE & MARGARET	P O BOX 1446	GULFPORT	MS	39502
Y	32248	0911F-01-010.000	ALFONSO DON & SHERRY	429 2ND ST	GULFPORT	MS	39507
Y	32243	0911F-01-038.000	ALFONSO MARGARET	P O BOX 1446	GULFPORT	MS	39502
	50680	0911F-01-036.000	ALFONSO MARGARET	P O BOX 1446	GULFPORT	MS	39502
Y	32249	0911F-01-011.000	BAGWELL MICHAEL A & LAURIE L	501 2ND STREET	GULFPORT	MS	39507
Y	32245	0911F-01-037.000	BERTUCCI DUANE	413 KAHLER ST UNIT 22	GULFPORT	MS	39507
	146226	0911F-01-037.001	BERTUCCI DUANE	413 KAHLER ST UNIT 22	GULFPORT	MS	39507
Y	32261	0911F-01-042.000	BRANNAN CAREY W	4516 BLUEBONNET RD	BATON ROUGE	LA	70809
	32244	0911F-01-008.000	CLOWER FIVE INVESTMENTS INC	P O BOX 1594	GULFPORT	MS	39502
Y	32258	0911F-01-040.000	COLLINS JAMES H & HARRIET HEWES	12243 WINDANCE DR	GULFPORT	MS	39503
	32257	0911F-01-039.000	COLLINS JAMES H & HARRIET HEWES	12243 WINDANCE DR	GULFPORT	MS	3503
Y	32236	0911F-01-034.000	DANIEL JOHN & DANESE	P O BOX 6976	GULFPORT	MS	39506
Y	96620	0911F-01-008.002	DIMITRI GEORGE R & DONNA V	50 BERESFORD RD	METAIRIE	LA	70001
	136347	0911F-01-008.004	DIMITRI GEORGE R & DONNA V	50 BERESFORD DR	METAIRIE	LA	70001
	136346	0911F-01-008.003	DIMITRI GEORGE R & DONNA V	50 BERESFORD DR	METAIRIE	LA	70001
	112384	0911F-02-001.000	GULFPORT CITY OF				0
Y	32228	0911F-01-030.000	GULOTTA LLC	19 KIMBALL DR	GULFPORT	MS	39507
Y	32231	0911F-01-013.000	MONTOYA JULIA & JOE	2309 SW ROLLING HILLS PLACE	LAWTON	OK	73505
Y	51008	0911F-01-041.000	MORALES CARLOS & LESLIE ANIKE	480 COVE DR	BILOXI	MS	39531
Y	56215	0911C-02-050.000	PAGE WAYNE P & KATHRYN M	2918 LAUREL MIST CT	KINGWOOD	TX	77345
	129165	0911C-02-050.001	PAGE WAYNE P & KATHRYN M	2918 LAUREL MIST CT	KINGWOOD	TX	77345
	129166	0911F-01-007.000	PAGE WAYNE P & KATHRYN M	2918 LAUREL MIST CT	KINGWOOD	TX	77345
	32256	0911C-02-049.000	PAGE WAYNE P & KATHRYN M	2918 LAUREL MIST COURT	KINGWOOD	TX	77345
	129167	0911F-01-007.001	PAGE WAYNE P & KATHRYN M	2918 LAUREL MIST CT	KINGWOOD	TX	77345
	32251	0911C-02-051.000	PAGE WAYNE P & KATHRYN M	2918 LAUREL MIST COURT	KINGWOOD	TX	77345
Y	47937	0911F-01-005.000	PHILLIPS MARGARET E & CLAY C HENLEY	9 PARSON'S CREEK RD	HATTIESBURG	MS	39402
Y	50504	0911F-01-035.000	ROBERSON HELEN B	P O BOX 6406	GULFPORT	MS	39506
Y	32247	0911F-01-009.000	WHITE COTTEN HOLDINGS LLC	29815 HAYDEN DR	ORANGE BEACH	AL	36561

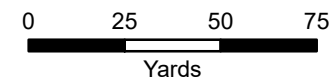
2101PC005

Resubdivision



Legend

-  Site
-  Adjacent Properties
-  US or State Highway
-  Street
-  Buildings
-  Water Features



1 inch = 150 feet



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

Ad Order Information

<u>Ad Number</u>	<u>Ad Type</u>	<u>Production Method</u>	<u>Production Notes</u>
0004848332-01	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 64 li	

<u>Product</u>	<u>Placement</u>	<u>Times Run</u>	<u>Schedule Cost</u>
BLX- SunHerald	0300 - Legals Classified	1	\$40.32

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

Run Dates
01/13/2021

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, January 28, 2021, in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Resubdivision 2101PC005, by agent Thomas Clower Jr, tax parcel 0911F-01-008.001, Divide into two new parcels, Bouslog St & E Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Special Exception 2101SE006, by agent Angeline M. Lampkin, tax parcel 0711J-07-050.000, Request liquor sales use, 4416 W Railroad St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission Approval 2101PC007, by agent Stephan M. Nelson, tax parcel 0911A-01-013.000, Request for auto sales, 320 Courthouse Rd, Zoned T-5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2101PC009, by owner Malcom Jackson, tax parcel 0910I-02-029.002, Request to rezone from T3 (Sub-Urban Zone) to T4L (General Urban Zone "Limited"), 620 Moose Ave, Ward 2

Zoning Map Amendment 2101PC012, by agent Heinrich and Associates, tax parcels 0707H-01-014.000, 0707H-01-012.000, 0707H-01-013.000, Request to rezone from R-1-15 (Single-family) and B-4 (Highway business) to completely B-4, S Swan Rd, Ward 7

Sketch Plan 2101PC013, by agent Heinrich & Associates, tax parcels 10090-02-002.000 and 10090-02-002.015, Preliminary approval of layout for 65-lot subdivision, Bayou Plantation Ln, Zoned R-2 (Single-family), Ward 5

General Plan 2102PC016, by Owner Harrison County Development Commission, tax parcel 0909A-01-001.044, Approval for General Plan for 8-lot subdivision (Corporate Court), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

This the 7th day of January 2021
Keith Williams, Chairman
City of Gulfport Planning Commission

CITY OF GULFPORT PLANNING COMMISSION

2101PC005

TRANSCRIPT OF HEARING

January 28, 2021

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 28TH DAY OF JANUARY 2021
COMMENCING AT 4:30 P.M. AND REPORTED BY
NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

COMMISSION MEMBERS PRESENT:

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

STAFF PRESENT:

GREG PIETRANGELO
GREG HOLMES
SU-LIN BOLIN
MATILDA WELCH

1 1. Resubdivision 2012PC005

2 MS. WELCH: Resubdivision Case Number 005 has
3 been duly and timely noticed as required by law. The
4 applicant requests to divide parcel into two new parcels at
5 Bouslog Street and East Beach Boulevard zoned R-1-7.5 single
6 family, Ward 2. A copy of the packet considered is hereby
7 offered to the record.

8 MR. WILLIAMS: Thank you.

9 Is someone here to speak for this case
10 tonight? Yes, sir.

11 Mr. Clower, if you'd come up, please, sir,
12 and give us your name and address. I think it's best. I
13 mean, we always do this so that we have the applicant here.
14 If you can just give us your name and address and tell us
15 you're trying to divide this into two parcels. And if we
16 have any questions, we'll ask you.

17 MR. CLOWER: Thomas Clower, address is 1424
18 East Beach, P.O. Box 1594, Gulfport 39502.

19 My neighbor wishes to purchase some of it,
20 and it's already lots even though it's been one major parcel
21 for many, many years. We just got a new tax number on it.

22 He might want to break it into two lots and
23 two lots and have four lots. But that's not for us to say
24 today.

25 MR. WILLIAMS: Okay.

1 MR. CLOWER: Looking for a tax parcel number
2 to split it up.

3 MR. WILLIAMS: Anybody have any questions of
4 Mr. Clower right now?

5 MR. DAIGLE: I have just one. As I was
6 reading through this, I was noticing that there's several
7 notes that talk about there's going to be some requirements
8 to improve the street for access. Are you aware of all
9 that?

10 And, Mr. Holmes, am I correct in all that?

11 MR. HOLMES: Yes, sir.

12 MR. DAIGLE: Are you aware of that?

13 MR. CLOWER: The alleyway is on the alleyway
14 and it is open to Bouslog.

15 MR. DAIGLE: Right. Well, I'm just making
16 sure that you are aware, you know, that if this is approved
17 that there will be what looks like from what I was looking
18 there's going to be substantial improvements that need to be
19 made for that right-of-way access. It looks like you've got
20 everything for water and power. But that there will be some
21 requirements. Just making sure that you're aware of all
22 that.

23 MR. CLOWER: We had water and sewer out there
24 after Katrina. But it is on the alleyway, I mean, it's not
25 encumbered. It is on Bouslog.

1 MR. DAIGLE: Okay.

2 MR. WILLIAMS: Thank you, Mr. Clower.

3 Appreciate that. Good to see you, sir.

4 Anyone else here to speak for the request?

5 Start with your name and address, sorry about
6 that. And just get you a little closer to the mic if we
7 could. You can fill that out after you make your comments.

8 MR. BERTUCCI: Duane Bertucci. And I'm at
9 1500 Alfonso Drive. So I'm right there on the corner of
10 Alfonso and the alleyway.

11 So the alleyway, like Tommy said, would have
12 access to that piece of ground that I want to buy. Since I
13 have a house in the alleyway already, just the parcel next
14 to me is what I'm thinking would be perfect as a cushion for
15 the rest of the ground that's out there. And I know
16 everybody can kind of relate to that idea.

17 So what I want to do is buy it from Tommy,
18 but instead of one parcel at 120 by 120, it's already set up
19 as four 30 footers, I want to make it two 60 by 120.

20 MR. WILLIAMS: Okay.

21 MR. BERTUCCI: And it's basically, again, as
22 a protective barrier from the rest of the property.

23 That's my thoughts.

24 MR. WILLIAMS: Okay.

25 MR. BERTUCCI: And that's what we've kind of

1 been working on this whole time is going with two lots, two
2 parcels, 60 by 120.

3 MR. WILLIAMS: Okay. Any questions for Mr.
4 Bertucci?

5 Greg, you're familiar with this, and
6 obviously since they're going from or they're going to leave
7 it as two parcels, if in the future he wanted to sell that
8 second parcel, that's when the road would have to be
9 improved in order to get to that piece, or does he have to
10 do that prior to selling that?

11 MR. HOLMES: I think the road would come into
12 play if he ever goes in there and develops it and wants to
13 put a structure back there. Right now, with that being
14 vacant land --

15 MR. WILLIAMS: No issue with it. Okay. Good
16 deal.

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

18 Anyone else here to speak for this request?

19 Anyone here to speak against this request
20 tonight?

21 Okay. Commissioners, you've heard the
22 applicant and the staff's comments. Are there any further
23 questions or comments? If not, I'll ask for a motion.

24 MR. ELLIOTT: Motion to approve Case
25 2101PC005.

1 MR. WILLIAMS: Thank you. Do I have a
2 second?

3 MR. HEWES: Second.

4 MR. WILLIAMS: Motion, and a second by Mr.
5 Hewes to approve the case. Further discussion,
6 Commissioners? If not, all those in favor signify by saying
7 aye. Any opposed?

8 All right. It's been passed. Thank you all.
9 Appreciate it.

10 (Unanimous vote.)

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There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2021, the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 7-11 OF THE CODE OF ORDINANCES OF THE CITY OF GULFPORT, MISSISSIPPI

WHEREAS, the Gulfport City Council has enacted various ordinances through the years that refer to and address conduct that is unlawful within the City, including, without limitation, those codified in Chapter 7 in the Code of Ordinances of the City of Gulfport, Mississippi; and

WHEREAS, certain provisions contained within Chapter 7, Article I are in need of amendment for clarification or other purposes, specifically Section 7-11, which reads as follows, especially with respect to gates that may be permitted by the City's governing authority on public streets in certain circumstances and after special findings:

Sec. 7-11. Obstruction of streets and sidewalks.

It shall be unlawful for any person to intentionally obstruct or interfere with the normal or ordinary free use and passage of vehicles of or on, any public street or highway provided for use by vehicular traffic, or for any person to intentionally obstruct or interfere with the normal or ordinary free use and passage of pedestrians of or on any public sidewalk provided for foot travel by pedestrians, and any person to do so shall be guilty of a misdemeanor.

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

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

SECTION 2. That Chapter 7, Article I, Section 7-11 of the Code of Ordinances of the City of Gulfport, Mississippi, should be, and hereby is, amended to now read as follows, with additions noted in bold and underlined:

Sec. 7-11. Obstruction of streets and sidewalks.

It shall be unlawful for any person to intentionally obstruct or interfere with the normal or ordinary free use and passage of vehicles of or on, any public street or highway provided for use by vehicular traffic, or for any person to intentionally obstruct or interfere with the normal or ordinary free use and passage of pedestrians of or on any public sidewalk provided for foot travel by pedestrians, and any person to do so shall be guilty of a misdemeanor. **Gates on public streets to subdivisions are not in violation of Section 7-11 so long as these gates are necessary to preserve good order or to prevent injury to persons or property and the public streets which the gates cross will remain fully and equally accessible to all members of the public, with these**

findings being made and the locations and other logistics associated with the gates first being approved by the City's governing authority and spread upon the minutes thereof.

SECTION 3. All provisions of Chapter 7 of the Code of the Ordinances of the City of Gulfport, Mississippi not in conflict herewith shall remain in full force and effect as heretofore provided.

SECTION 4. To provide for the immediate and temporary preservation of the public peace, health and safety, this Ordinance shall be in full force and become effective immediately upon its passage by unanimous vote and enactment according to law and shall be spread on the minutes of the Gulfport City Council. The Ordinance shall be published according to law and for failure to pass unanimously, shall take effect thirty (30) days after the date of passage.

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

AYES

NAYS

ABSENT/ABSTAIN

WHEREUPON, the President declared the motion carried and the Ordinance adopted, this the ____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance submitted to and approved by the Mayor, this the ____ day of _____, 2021.

APPROVED:

MAYOR

MEMORANDUM

To: Mayor Billy Hewes and
Gulfport City Council

From: Greg Holmes, Planning Administrator
Urban Development Department

Date: February 18, 2021

Re: Zoning Map Amendment 2101PC009, by owner Malcom Jackson, tax parcel 0910I-02-029.002, Request to rezone from T3 (Sub-Urban Zone) to T4L (General Urban Zone "Limited"), 620 Moose Ave, Ward 2

Planning Commission recommendation: To deny the applicant request.

Motion: Mr. Daigle

Second: Mr. Hewes

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

Action: Motion was carried unanimously.

Speaking for the Petition:

1. Malcolm Jackson

Speaking against the Petition:

1. Ann Hall
2. Carolyn Duckworth
3. Golman Ray
4. Larry Duckworth

On January 28, 2021, the Planning Commission recommended approval of the above referenced case.

Please place the attached item on the Council agenda for March 2, 2021.

Technical Report

Zoning Map Amendment

GENERAL INFORMATION

Case File Number: 2101PC009

Hearing Date: January 28, 2021

Current Zoning/Use: T3 / Multi-family structure

Legal: Zoning Map Amendment 2101PC009, by owner Malcom Jackson, tax parcel 0910I-02-029.002, Request to rezone from T3 (Sub-Urban Zone) to T4L (General Urban Zone "Limited"), 620 Moose Ave, 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 approximately 1.03 acres of multi-family property from T3 (Sub-Urban Zone) to an T4L (General Urban Zone "Limited"). This property was developed with an assisted living facility until 2002. After which, permits indicate it was converted to a multi-family structure.

According to the City's 2002 Comprehensive Plan, this property was intended to become a park or preserve area as it would separate some high intensity commercial from single family homes. Unfortunately, it was developed already and it does not appear that was taken into account with the Comprehensive Plan.

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

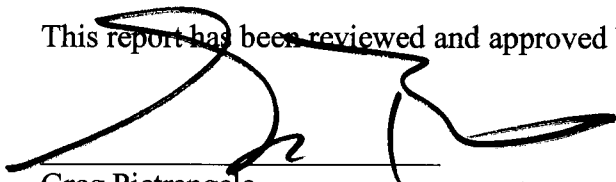
- (a) Error is not indicated by the applicant.
- (b) Change in conditions is a justification for the request indicated by the applicant. The applicant indicates that this property was zoned R-2 prior to Hurricane Katrina, which would have allowed for his multi-family structure. Later it was changed to a lower zone that made the structure non-compliant with city ordinances. The applicant notes that properties to the east of the applicant property are zoned T4L, which is equal to the applicant's request.
- (c) Increased need for sites is addressed as a justification by the applicant. They indicate that there is additional need for housing.
- (d) Annexation is not applicable to this site nor are any statements provided by the applicant.
- (e) Ordinance changes not a justification indicated by the applicant, but there are arguments made of how changes have affected the property.

EXECUTIVE SUMMARY

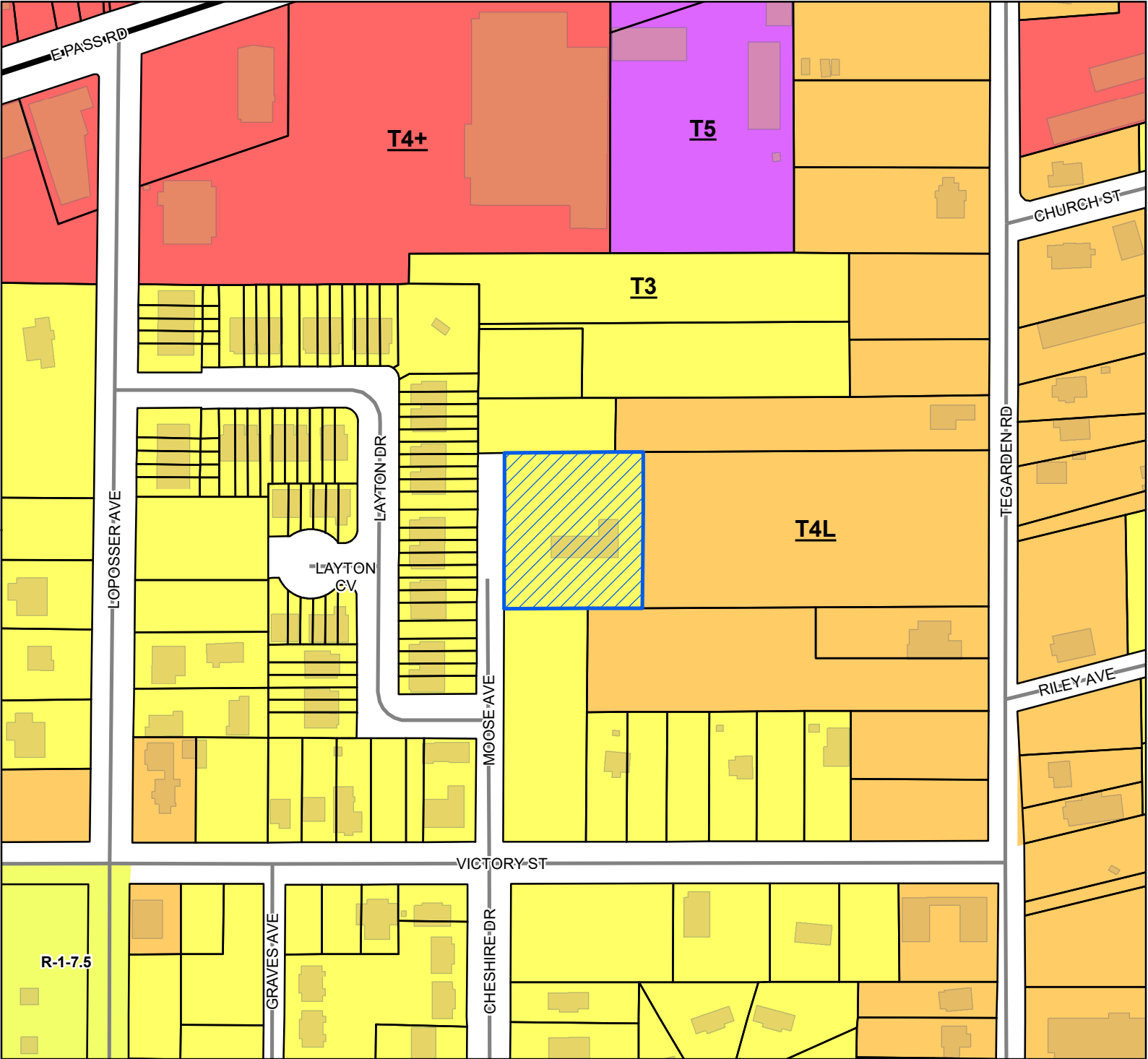
The property is near several higher zones, and the existing use was once a legal use. This change would be conforming with the way the property is currently being used.

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

Smart Code

T5

T4+

T4L

T3

Zoning

R-1-7.5 - Single Family

Residence District (Low Density)

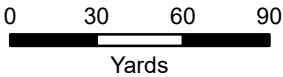
Site Information

0910I-02-029.002

Zoning: T-3 (Sub-Urban Zone)

Size: 1.03 acres

Flood: X



1 inch = 200 feet



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

For Staff Use Only

Case File #: 2101 PC009Date Received: 8 Dec 2020

Receipt #: _____

Received By: ESZoning: T3Ward: 2 Flood: X

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

Property Information

TAX PARCEL #

0	9	1	0	1	-	0	2	-	0	2	9	•	0	0	2
					-			-				•			
					-			-				•			

(If necessary, use separate sheet of paper)

Address of Property Involved: 620 Moose Ave. Gulfport, MS 39507

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

General Location: _____

GENERAL DESCRIPTION OF REQUEST:

I am requesting to be rezoned from T3 to T4L

OWNERSHIP AND CERTIFICATION:

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

OWNER

AGENT

Printed Name Of Owner

Malcolm Jackson

Mailing Address

620 Moose Ave. Apt #4

City State Zip code

Gulfport MS 39507

Home Phone Work/Cell Phone

(228) 383-7868 (228) 383-7868

Email

jackson.melvin1952@gmail.com

Signature Of Owner

Malcolm Jackson

Printed Name Of Agent

Mailing Address

City State Zip code

Home Phone Work/Cell Phone

Email

Signature Of Agent

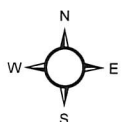
If the property or properties listed above have more than one owner, please check this box. In the case of multiple owners, reverse side must be completed. Each additional owner will need to complete and sign the reverse side of this application. We can only accept applications with original signatures.

☐

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



Area Map



Printed 12/8/2020

1 inch = 100 feet

- Site
- Minor/Residential
- Parcels
- Building Footprints

Smart Code

TZone

- T4+
- T4L
- T3

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12-8-20

Reasons for my rezoning request:

(F.) (25) since I have been in the subject area conditions have changed, there are properties on the East, West, North and South of me that are presently zoned T4L. By Rezoning my property I would be conforming to the surrounding properties.

My name is Malcolm M. Jackson Jr. 620 Moore Ave Gulfport, MS 39509

F₅ - Due to Ordinance changes (Smart Code) I lose my T4L zoning status. There are presently families living on my property now. Since ^(F3) I have been in my location people have requested an additional need for more housing.

Up until 2007 the subject property was zoned B-2 which allowed for Multi Family Housing. It has been brought to my attention by several people that there is a public need for more Multi Family Housing.

G. My Interest is that I am the property Landlord and owner. Once my property is successfully rezoned to T4L, I plan to add all additional Family Housing that I am allowed by Law and Completed by Dec. 2021



John 1st Judicial District
Instrument 2018 4863 D - J1
Filed/Recorded 8/ 3/2018 03:52 P
Total Fees \$ 12.00
3 Pages Recorded

This document prepared by:

Patricia Champagne
Attorney at Law
P.O. Box 6514
Gulfport, MS 39506

STATE OF MISSISSIPPI
COUNTY OF HARRISON

Indexing Instr: Part of Sec. 36-Township 7 So.-
Range 11 West, First Judicial
District of Harrison Co., MS

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of \$10.00, and other good and valuable consideration,
the receipt and sufficiency of which I hereby acknowledged, I,

JOHNNY RAY SMITH
509 Ramsey Avenue
Gulfport, MS 39503
Tele # (228) 960-5794

do hereby sell, convey and quitclaim unto

MALCOLM M. JACKSON, JR.
620 Moose Avenue - Apt. #4
Gulfport, MS 39507
Tele#(228) 383-7868

all right, title and interest I may have in and to the following described real property, to-wit:

A parcel of land situated and being located in Section 36, Township 7 South,
Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi,
And being more particularly described as follows:

Commencing at the intersection of the East margin of Ebony or Moose Avenue
with the North margin of Victory Street; thence run North 00 degrees 15 minutes
West 338.0 feet along the East margin of Ebony or Moose Avenue to the point of
beginning; thence run from said point of beginning East 200.0 feet; thence run
North 00 degrees 15 minutes West 230.8 feet and parallel with the East margin
of Ebony or Moose Avenue; thence run Westerly 200.0 feet along an old fence line
to the East margin of Ebony or Moose Avenue; thence run South 00 degrees 15 minutes
East 230.2 feet along the East margin of Ebony or Moose Avenue to the point of
beginning.

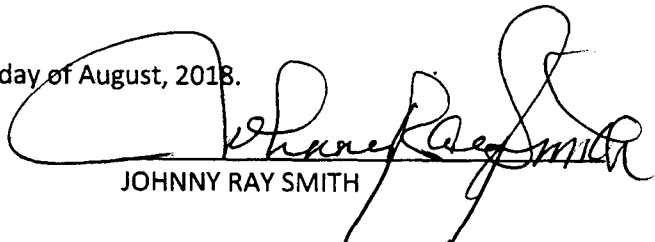
Less and except any road rights-of-ways of record.

This being the parcel of land obtained by Willie Ware Jackson, deceased and Malcolm M.
Jackson, Jr., as joint tenants with full rights of survivorship under Special Warranty Deed
Recorded in Book 1541 at page 365 in the Land Records of the First Judicial District
Of Harrison County, Mississippi.

THIS CONVEYANCE is subject to any and all recorded restrictive covenants, rights-of-way and
easements applicable to the subject property, and subject to any and all prior recorded reservations,
conveyances and leases of all oil, gas and other minerals by previous owners.

Grantee shall be responsible for payment of any and all ad valorem taxes on the property being
conveyed.

WITNESS MY SIGNATURE, on this 3 day of August, 2018.

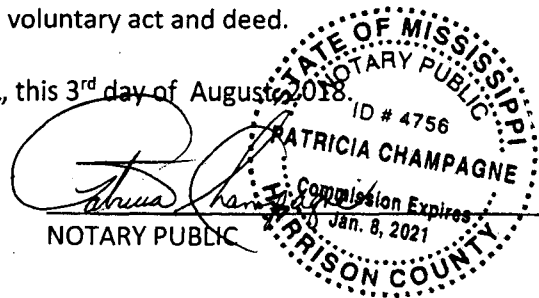

JOHNNY RAY SMITH

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally came and appeared before me, the undersigned authority in and for the above jurisdiction, JOHNNY RAY SMITH, who presented his Mississippi Driver's License No. 801474690 as identification, and who acknowledged to me that he signed and delivered the foregoing Quitclaim Deed on the day and in the year therein stated, as his own voluntary act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 3rd day of August, 2018.



My Commission Expires:

NO TITLE SEARCH WAS REQUESTED OR PERFORMED BY THE ATTORNEY PREPARING THIS DOCUMENT, AND THEREFORE NO OPINION, EXPRESS OR IMPLIED IS GIVEN AS TO TITLE, OR SUFFICIENCY THEREOF.

**RE: Zoning Map Amendment 2101PC009, by owner Malcom Jackson, tax parcel 0910I-02-029.002,
Request to rezone from T3 (Sub-Urban Zone) to T4L (General Urban Zone "Limited"), 620 Moose Ave,
Ward 2**

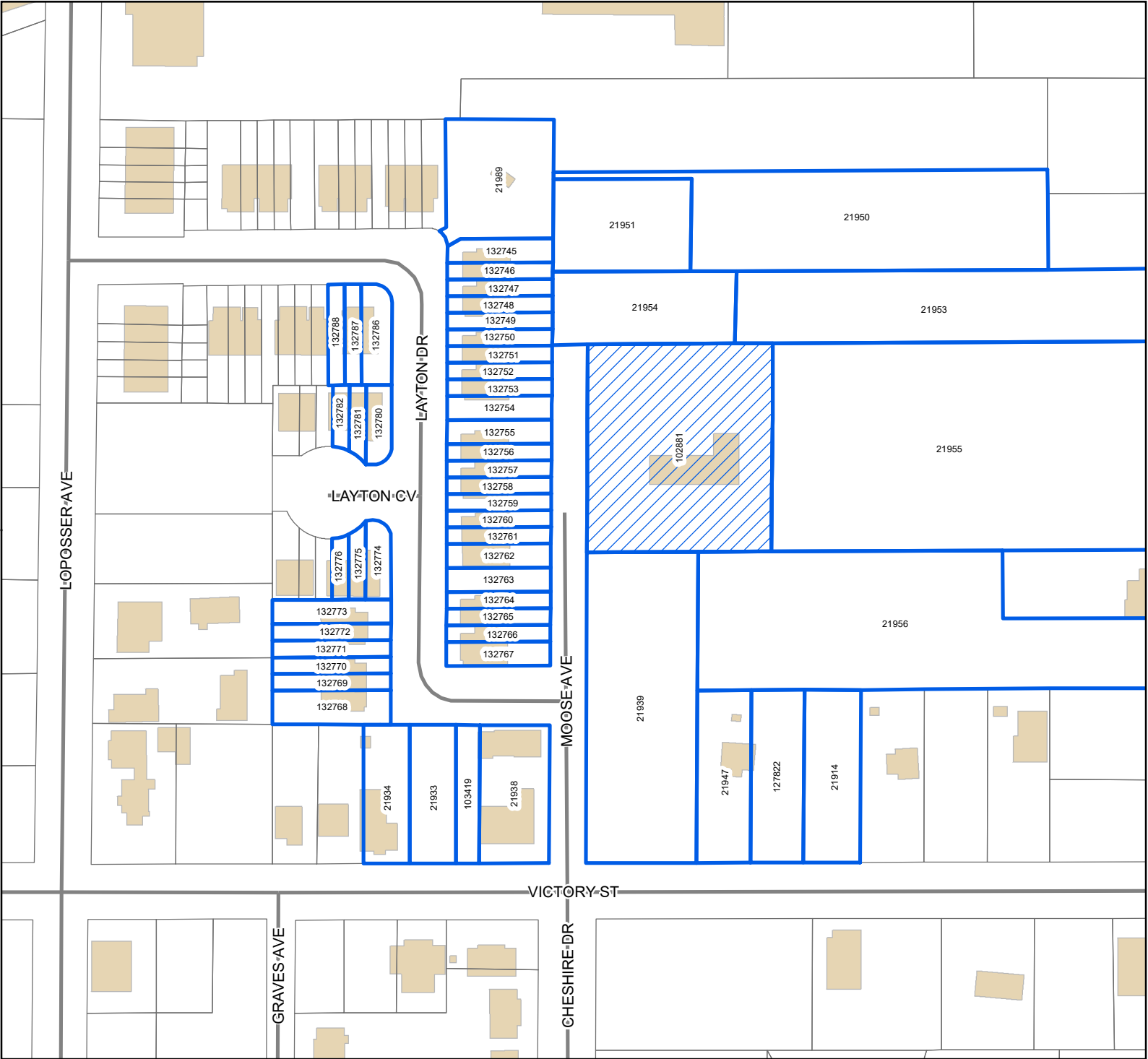
To Applicants and Adjacent Property Owners:

The City of Gulfport Planning Commission will hold a public hearing to consider the above application at 4:30 P.M. on **Thursday, January 28, 2021**, 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, January 28, 2021**. 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. The application is available for viewing in the Planning Division office at 1410 24th Avenue.

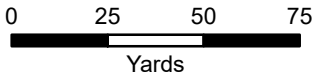
Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	102881	0910I-02-029.002	JACKSON MALCOLM M JR	620 MOOSE AVE APT 4	GULFPORT	MS	39507
n			Adjacent Property Owners				
	132788	0910I-02-028.056	BLUE OAK CONSTRUCTION LLC	114 DEL PRADO BLVD	CAPE CORAL	FL	33990
n	132749	0910I-02-028.017	BLUE OAK CONSTRUCTION LLC	114 DEL PRADO BLVD	CAPE CORAL	FL	33990
	132754	0910I-02-028.022	BLUE OAK CONSTRUCTION LLC	12995 S CLEVELAND AVE STE 214	FORT MYERS	FL	33907
n	132763	0910I-02-028.031	BLUE OAK CONSTRUCTION LLC	12995 S CLEVELAND AVE STE 214	FORT MYERS	FL	33907
n	132771	0910I-02-028.039	BLUE OAK CONSTRUCTION LLC	114 DEL PRADO BLVD	CAPE CORAL	FL	33990
	132764	0910I-02-028.032	CABILLO JOSHUA	P O BOX 695	DALY CITY	CA	94017
n	132765	0910I-02-028.033	CABILLO JOSHUA	P O BOX 695	DALY CITY	CA	94017
	132760	0910I-02-028.028	CRIMSON GULF COAST INVESTMENTS LLC	P O BOX 8526	MANDEVILLE	LA	70470
n	132762	0910I-02-028.030	CRIMSON GULF COAST INVESTMENTS LLC	P O BOX 8526	MANDEVILLE	LA	70470
n	132761	0910I-02-028.029	CRIMSON GULF COAST INVESTMENTS LLC	P O BOX 8526	MANDEVILLE	LA	70470
	21953	0910I-02-014.000	CULBERSON LELIA M	655 TEGARDEN RD	GULFPORT	MS	39507
	132769	0910I-02-028.037	DALLAS SAMUEL JR & LORNETTE D	545 SWEETWOOD LANE	OAKWOOD	OH	45419
n	132768	0910I-02-028.036	DALLAS SAMUEL JR & LORNETTE D	545 SWEETWOOD LANE	OAKWOOD	OH	45419
n	132770	0910I-02-028.038	DALLAS SAMUEL JR & LORNETTE D	545 SWEETWOOD LANE	OAKWOOD	OH	45419
n	103419	0910I-02-022.000	DUCKWORTH LARRY	634 VICTORY ST	GULFPORT	MS	39507
	21938	0910I-02-027.000	DUCKWORTH LARRY & CAROLYN W	634 VICTORY ST	GULFPORT	MS	39501
	21933	0910I-02-025.000	DUCKWORTH LARRY SR & CAROLYN	634 VICTORY ST	GULFPORT	MS	39507
	132782	0910I-02-028.050	GARCIA PROPERTIES LLC	2596 BIENVILLE BLVD	OCEAN SPRINGS	MS	39564
n	132781	0910I-02-028.049	GARCIA PROPERTIES LLC	2596 BIENVILLE BLVD	OCEAN SPRINGS	MS	39564
n	132780	0910I-02-028.048	GARCIA PROPERTIES LLC	2596 BIENVILLE BLVD	OCEAN SPRINGS	MS	39564
	21934	0910I-02-024.000	GRAVES DEBORAH	2066 54TH PLACE S APT 2	ST PETERSBURG	FL	33712
	21914	0910I-02-033.000	HALL ANN D & JERRY B	634 VICTORY ST	GULFPORT	MS	39507
	21939	0910I-02-030.000	HALL JERRY B & ANN D	546 E PASS RD APT E39	GULFPORT	MS	39507
n	21954	0910I-02-015.000	HANDBORO POST #223				0
	132766	0910I-02-028.034	HAYCOOK RICHARD B II	612 LAYTON DR	GULFPORT	MS	39507
	21951	0910I-02-011.000	HENDERSON IVA	1001 CHURCH ST	GULFPORT	MS	39507
n	127822	0910I-02-032.001	HENLEY MICHELLE L	5219 MISTY LN	BACLIFF	TX	77518
	21947	0910I-02-032.000	HENLEY MICHELLE LORAIN ETAL	5219 MISTY LN	BACLIFF	TX	77518
	21989	0910I-02-028.000	INDAIN RIDGE LLC	4061 SUZANNE DR SUITE G	DIBERVILLE	MS	39540
	132746	0910I-02-028.014	NEWMAN ROYAL B JR	684 LAYTON DR	GULFPORT	MS	39507
n	132747	0910I-02-028.015	NEWMAN ROYAL B JR	684 LAYTON DR	GULFPORT	MS	39507
n	132748	0910I-02-028.016	NEWMAN ROYAL B JR	684 LAYTON DR	GULFPORT	MS	39507
n	132745	0910I-02-028.013	NEWMAN ROYAL B JR	684 LAYTON DRIVE	GULFPORT	MS	39507
	132759	0910I-02-028.027	OLIVER MARSHALL	10528 SUGARBERRY ST	WALDORF	MD	20603

Mail	PPIN	Parcel ID	Name	Address	City	State	ZIP
	21950	0910I-02-012.000	OWEN JOE SAM	PO BX 673	GULFPORT	MS	39502
	132787	0910I-02-028.055	PARIONA PROPERTIES LLC	2596 BIENVILLE BLVD	OCEAN SPRINGS	MS	39564
n	132786	0910I-02-028.054	PARIONA PROPERTIES LLC	2596 BIENVILLE BLVD	OCEAN SPRINGS	MS	39564
n	132751	0910I-02-028.019	PARIONA PROPERTIES LLC	2596 BIENVILLE BLVD	OCEAN SPRINGS	MS	39564
n	132753	0910I-02-028.021	PARIONA PROPERTIES LLC	2596 BIENVILLE BLVD	OCEAN SPRINGS	MS	39564
n	132775	0910I-02-028.043	PARIONA PROPERTIES LLC	2596 BIENVILLE BLVD	OCEAN SPRINGS	MS	39564
n	132772	0910I-02-028.040	PARIONA PROPERTIES LLC	2596 BIENVILLE BLVD	OCEAN SPRINGS	MS	39564
n	132773	0910I-02-028.041	PARIONA PROPERTIES LLC	2596 BIENVILLE BLVD	OCEAN SPRINGS	MS	39564
n	132750	0910I-02-028.018	PARIONA PROPERTIES LLC	2596 BIENVILLE BLVD	OCEAN SPRINGS	MS	39564
n	132752	0910I-02-028.020	PARIONA PROPERTIES LLC	2596 BIENVILLE BLVD	OCEAN SPRINGS	MS	39564
n	132776	0910I-02-028.044	PARIONA PROPERTIES LLC	2596 BIENVILLE BLVD	OCEAN SPRINGS	MS	39564
n	132774	0910I-02-028.042	PARIONA PROPERTIES LLC	2596 BIENVILLE BLVD	OCEAN SPRINGS	MS	39564
	132767	0910I-02-028.035	PHANG CHRISTOPHER L & ERLYN DAROY AB	16016 LEMOYNE BLVD APT 110	BILOXI	MS	39532
	21956	0910I-02-031.000	RAY GOLMAN H	P O BOX 6385	GULFPORT	MS	39506
	21955	0910I-02-029.000	RIVERCREST LOT LLC	4720 ROCKCLIFF ROAD #3	AUSTIN	TX	78746
	132755	0910I-02-028.023	W S C ENTERPRISES LLC	P O BOX 6596	DIAMONDHEAD	MS	39525
n	132756	0910I-02-028.024	W S C ENTERPRISES LLC	P O BOX 6596	DIAMONDHEAD	MS	39525
n	132758	0910I-02-028.026	W S C ENTERPRISES LLC	P O BOX 6596	DIAMONDHEAD	MS	39525
n	132757	0910I-02-028.025	W S C ENTERPRISES LLC	P O BOX 6596	DIAMONDHEAD	MS	39525



Legend

- Site
- Adjacent Properties
- Street
- Buildings



1 inch = 150 feet



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Ad Order Information

<u>Ad Number</u>	<u>Ad Type</u>	<u>Production Method</u>	<u>Production Notes</u>
0004848332-01	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 64 li	

<u>Product</u>	<u>Placement</u>	<u>Times Run</u>	<u>Schedule Cost</u>
BLX- SunHerald	0300 - Legals Classified	1	\$40.32

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

Run Dates
01/13/2021

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, January 28, 2021, in the Council Chambers of the Gulfport City Hall located at 2309 15th Street to consider the following requests. A copy of the requests will be available for public review at the office of the Department of Urban Development, Planning Division, located on first floor of the William H. Hardy Building, 1410 24th Avenue.

Resubdivision 2101PC005, by agent Thomas Clower Jr, tax parcel 0911F-01-008.001, Divide into two new parcels, Bouslog St & E Beach Blvd, Zoned R-1-7.5 (Single-family), Ward 2

Special Exception 2101SE006, by agent Angeline M. Lampkin, tax parcel 0711J-07-050.000, Request liquor sales use, 4416 W Railroad St, Zoned B-1 (Neighborhood business), Ward 1

Planning Commission Approval 2101PC007, by agent Stephan M. Nelson, tax parcel 0911A-01-013.000, Request for auto sales, 320 Courthouse Rd, Zoned T-5 (Urban Center Zone), Ward 2

Zoning Map Amendment 2101PC009, by owner Malcom Jackson, tax parcel 0910I-02-029.002, Request to rezone from T3 (Sub-Urban Zone) to T4L (General Urban Zone "Limited"), 620 Moose Ave, Ward 2

Zoning Map Amendment 2101PC012, by agent Heinrich and Associates, tax parcels 0707H-01-014.000, 0707H-01-012.000, 0707H-01-013.000, Request to rezone from R-1-15 (Single-family) and B-4 (Highway business) to completely B-4, S Swan Rd, Ward 7

Sketch Plan 2101PC013, by agent Heinrich & Associates, tax parcels 10090-02-002.000 and 10090-02-002.015, Preliminary approval of layout for 65-lot subdivision, Bayou Plantation Ln, Zoned R-2 (Single-family), Ward 5

General Plan 2102PC016, by Owner Harrison County Development Commission, tax parcel 0909A-01-001.044, Approval for General Plan for 8-lot subdivision (Corporate Court), Corporate Dr, Zoned I-3 (Planned industrial park), Ward 5

This the 7th day of January 2021
Keith Williams, Chairman
City of Gulfport Planning Commission

2-2-21

Case # 2101PC009

RECEIVED
2 Feb 2021

To: The Gulfport City Planning Commission
or to whom this matter may concern:

I would like to respectfully request to appeal the Commission's decision to the denial of my Request that my property being rezoned to T4L, for the following Reasons:

(1) Property owned by different people on the North, South, East and West of me are presently zoned or being utilized as Multi Family Housing (T4L) presently.

(2) My Property has been utilized as Multi Family since Jan 1989, and once T4L zoned until the Smart Code came into effect, around 2005.

(3) I own the smallest Apt. Complex in the Area.
(4) I live

(4) There is a 52 unit Apt. Complex on the West side of my Property across the street from me.

(5) I feel it would be unfair to me by the Commission to allow all of the property owners to reap the benefits of their investments and to pursue their ambitions except me.

(6) By having my Property zoned T4L, I would be conforming to the majority of the Properties around me.

(7.) By denying my Request, would be denouncing my investment, slowing the growth of the Community.

(8.) My Property Neighborhood has always Consists of Affordable Housing and Apt. Dwellers.

(9.) The few People that were in objection to my request consist of 3 family members and two neighbors, which is not representative of the majority of the people in the neighborhood.

(10.) I would like to state and address the concerns and complaints of the people that were opposed of my Request for Rezoning which were:

(a.) Increase foot traffic

(b.) Police Calls to the area

(c.) Ambulance Calls to the area

(d.) School Children standing on the corner, waiting for the school Bus.

(e.) They feel that their Neighborhood is going down in Value.

(f.) People walking and smoking their Pets

(11.) I would like to state the following concerning these Complaints and Concerns:

(a.) I have no Control and not responsible for the activities of the people in the neighborhood.

(b.) I am as myself disappointed that my property value has not increased over the years as expected, but I realize that is due to Circumstances beyond my of our Control, such as the Subprime Mortgage Crisis, Covid-19, and the Economy, and Natural Disasters, however has generated a need for what I have to offer.

(c.) I have had to apply for the HARP Program myself, since I have released and funded myself, like so many property owners across the country in a financial situation of allowing more money on my Property than what is in it.

(12) I would also like to bring to your attention again that the area of town my Property is located has always consisted of Small Businesses, affordable and Public Housing (Section 8) type Residences, therefore I feel that a TL4 Zoning of my Property would be most appropriate.

(13) For the above stated reasons, Facts and Circumstances, I honestly feel that it would be no more than fair that I be granted a TL4 Zoning for my Property.

Sincerely,
Malcolm Jackson

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 _____, 2021, 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 T3 (SUB-URBAN ZONE) DISTRICT TO T4L (GENERAL URBAN ZONE "LIMITED") DISTRICT

WHEREAS, the Mayor and City Council of the City of Gulfport, Mississippi, find and do so determine, based upon the recommendation of the Gulfport City Planning Commission and City departments, and based upon a reasonable consideration of the character of the district and neighborhood and suitability for particular purposes, that ad valorem tax parcel number 0910I-02-029.002, which is generally described as being located north of Victory Street, south of East Pass Road, east of and adjacent to Moose Avenue, and west of Tegarden Road, should be rezoned from its present classification of T3 (Sub-Urban Zone) District to T4L (General Urban Zone "Limited") District. The Case File Number is 2101PC009.

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 T3 (Sub-Urban Zone) District to T4L (General Urban Zone "Limited") District.**

Ad valorem tax parcel number 0910I-02-029.002 is legally described as:

A parcel of land situated and being located in Section 36, Township 7 South, Range 11 West, City of Gulfport, First Judicial District of Harrison County, Mississippi,
And being more particularly described as follows:

Commencing at the intersection of the East margin of Ebony or Moose Avenue with the North margin of Victory Street; thence run North 00 degrees 15 minutes West 338.0 feet along the East margin of Ebony or Moose Avenue to the point of beginning; thence run from said point of beginning East 200.0 feet; thence run North 00 degrees 15 minutes West 230.8 feet and parallel with the East margin of Ebony or Moose Avenue; thence run Westerly 200.0 feet along an old fence line to the East margin of Ebony or Moose Avenue; thence run South 00 degrees 15 minutes East 230.2 feet along the East margin of Ebony or Moose Avenue to the point of beginning.

Less and except any road rights-of-way of record.

This being the parcel of land obtained by Willie Ware Jackson, deceased and Malcolm M. Jackson, Jr., as joint tenants with full rights of survivorship under Special Warranty Deed Recorded in Book 1541 at page 365 in the Land Records of the First Judicial District Of Harrison County, Mississippi.

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

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

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

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

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

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

CITY OF GULFPORT PLANNING COMMISSION

2101PC009

TRANSCRIPT OF HEARING

January 28, 2021

TRANSCRIPT OF HEARING HELD BEFORE THE CITY OF GULFPORT
PLANNING COMMISSION HELD IN THE CITY COUNCIL CHAMBERS,
GULFPORT, MISSISSIPPI, ON THE 28TH DAY OF JANUARY 2021
COMMENCING AT 4:30 P.M. AND REPORTED BY
NORMA JEAN LADNER SOROE, CERTIFIED SHORTHAND REPORTER.

COMMISSION MEMBERS PRESENT:

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

STAFF PRESENT:

GREG PIETRANGELO
GREG HOLMES
SU-LIN BOLIN
MATILDA WELCH

LIST OF SPEAKERS IN TRANSCRIPT

1

2

3 Malcolm Jackson

4

5 Ann Hall

6

7 Carolyn Duckworth

8

9 Golman Ray

10

11 Larry Duckworth

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1 (COURT REPORTER'S NOTE: Due to the mask mandate and the
2 requirement for all in attendance to wear masks, some of the
3 speakers' comments were muffled and could not be understood,
4 and those instances are so noted in the record.)

5 * * *

6 4. Zoning Map Amendment 2101PC009

7 MS. WELCH: Zoning Map Amendment Case Number
8 009 has been duly and timely noticed as required by law.
9 The applicant requests to rezone from T3 sub-urban zone to
10 T4L general urban zone limited, 620 Moose Avenue, Ward 2. A
11 copy of the packet considered is hereby offered to the
12 record.

13 MR. WILLIAMS: Thank you.

14 I assume you're Mr. Jackson? All right.
15 Good deal.

16 MR. JACKSON: My name is Malcolm Jackson. My
17 address is 620 Moose Avenue.

18 And what I'd like to do is request my
19 property zoned to TL4 (sic) to comply with the properties
20 surrounding. As you see on the map I passed out to
21 everyone, there's properties on the east side, the north
22 side, and the south side of me that have the zoning, also.

23 This property (inaudible) property since
24 January '09, and I had the zoning up until 2005 right after
25 Katrina, and then it came in with Smart Code on it and zoned

1 it back to single family.

2 So I'd like to request to restore the zoning
3 back to the original zoning I had to comply with the
4 surrounding area.

5 MR. WILLIAMS: Okay. Any questions for the
6 applicant while he's here, Commissioners?

7 MR. DAIGLE: Just one. You said in your
8 application you just -- you note there was an increased need
9 for the site. Can you kind of elaborate on that for me?

10 MR. JACKSON: Yes. There are properties --
11 there's another property just on the west side of me, 52
12 units, condos and apartments, and that's indication of, you
13 know, there's definitely more need in the area.

14 And since I've been there, my area has been
15 used as multifamily property since January '09. So the
16 property has been utilized like that the whole time.

17 And so since I've been there, I see what
18 everyone need for more living space and I need more storage
19 space.

20 So that's why I'm requesting it.

21 MR. DAIGLE: Thank you.

22 MR. WILLIAMS: All right. Mr. Sellers.

23 MR. SELLERS: Two questions.

24 The parcel east of you that fronts on
25 Tegarden, is it associated with your parcel at all; do you

1 own it, as well?

2 MR. JACKSON: No, I don't.

3 MR. SELLERS: No connection to it.

4 MR. JACKSON: No, I don't.

5 MR. SELLERS: And then the second question.

6 There is an existing building on your property, correct?

7 MR. JACKSON: Yes, there is, sir.

8 MR. SELLERS: Is it part of your plan to use
9 that building or to demo it and start over or what's the --

10 MR. JACKSON: I'm not going to use that
11 building. I'm going to build maybe a different smaller
12 structure. If this zoning is approved, I'll be approved to,
13 based on the amount of land I have there, I can come in with
14 additional minor construction up to a thousand square feet,
15 can be living or storage space.

16 (Inaudible comments.)

17 I don't own any of that property on the north
18 side or east of me. I'm just complying to see with the area
19 there because it's been that way for a long time.

20 MR. WILLIAMS: All right. Any other
21 questions for the applicant?

22 Thank you, sir. If something comes up, we'll
23 bring you back up. Appreciate it.

24 Do we have anybody else here tonight to speak
25 for this request?

1 Anybody here to speak against the request or
2 have any questions on this case?

3 MS. HALL: My name is Ann Hall. And I own
4 several -- a couple of properties on Victory Street. I own
5 property that's right in front of his which is on the corner
6 of Moose and Victory Street.

7 I guess my question is, his property, is that
8 currently a residential property, or what is that right now?

9 MR. WILLIAMS: Greg, are you familiar with
10 it?

11 MR. HOLMES: Yeah. Right now the property is
12 zoned T3 which allows single family. He's proposing to go
13 to a T4L which is still single family but allows for
14 apartments.

15 MS. HALL: So I am against that. I'm born
16 and raised on Victory Street. I remember when this unit
17 over there, it was vacant land, so here it came, it's too up
18 with traffic, police are up and down, they're also at the
19 property behind me which is his.

20 We are near, a block from Gulfport High
21 School which means the high school kids are up and down the
22 street walking. Just the other day, at my parents' house,
23 police are back there again.

24 So I'm not satisfied with that, because I
25 want to build on (inaudible) where I'm going to have

1 children, and I don't feel comfortable with the police up
2 and down constantly back there. There's constantly diapers
3 left back there. There's tenants or whoever stays there up
4 and down on my property. Their dogs are there all the time.
5 They're not cleaning up the waste.

6 So as a property owner, I don't agree to this
7 because that's more foot traffic. I don't see the need of
8 more housing there because, like I say, you've got the units
9 over there which have different owners who own separate
10 units, a lot of trash, and I see the neighborhood
11 deteriorating because there's too many people in and out.

12 When people don't live there, they don't
13 really take care of the area. They're leaving trash. We
14 have problems with people leaving tires. It makes the area
15 look bad. And we're a block from the high school. I don't
16 like seeing trash up and down the street because, like I
17 said, we're near the high school, kids are up and down, and
18 I'm not satisfied with the police constantly coming there.

19 Like I said, the police were just there last
20 week back there.

21 So that's my concern is my property value I
22 think is going to go down.

23 MR. WILLIAMS: Okay.

24 MS. HALL: I own 702 Victory Street. I have
25 another piece a couple of lots down, and I have one on the

1 other side of Victory Street.

2 And I would like to see the neighborhood -- I
3 mean, I don't know if it can go back to, but I would like to
4 see it taken care of better.

5 MR. WILLIAMS: Okay. Thank you, ma'am.
6 Appreciate it.

7 One second, I'm sorry. Would you come back
8 up? One of the commissioners has a question for you. Sorry
9 about that.

10 MR. HANCOCK: Clarification question. Your
11 property is just to the south of that at the corner of Moose
12 and Victory?

13 MS. HALL: So it's that corner lot.

14 MR. HANCOCK: Okay. On the east side of
15 Moose?

16 MS. HALL: Yes.

17 MR. HANCOCK: Okay. And then one other
18 question I guess for Greg. We've already got T4 all around.
19 Do we know what's on those properties?

20 MR. HOLMES: A lot of them are vacant. I
21 can't see the whole map, think it was on the other side.
22 But I know a lot of the properties are vacant.

23 MR. ANTHONY: A quick question. Are those
24 lots, Mr. Holmes, the other one says T4L. Is that
25 landlocked? Because I don't see on the map here.

1 MR. WILLIAMS: Yeah. It actually borders on
2 Tegarden.

3 MR. ANTHONY: I see. Okay.

4 MR. JONES: I have one question. You say you
5 have patrols, the police have been patrolling. My question:
6 In the last six months, have you had any type of problems in
7 that area with the high school kids coming in and out,
8 hollering and all that kind of stuff?

9 MS. HALL: Well, it's because we have the
10 unit back there, they're not high school kids, it's a lot of
11 adults up and down at night, walking. You're seeing more
12 and more traffic with that coming up and down.

13 Like for example, I have a child that goes to
14 Gulfport High School, and she plays for a basketball team,
15 the Lady Admirals. (Inaudible) a police officer said that
16 my child fit the description of somebody who got
17 (inaudible), got dropped over here, and they had several
18 (inaudible). It wasn't my child, but it's so much with
19 people you don't know what's going on and who you are with.
20 It's just too many people.

21 And my parents, they're older. I know they
22 hate me saying it, but they are older. And I know that they
23 don't feel safe because I want to raise there. But it just
24 -- it's too much.

25 I understand that we have those units back

1 there, and then we have the other one that used to be part
2 of Willow Wood a long time ago. And so I do not feel safe
3 with the kids, you know, walking from the high school. But
4 it's just too much police activity that goes on back there.

5 MR. WILLIAMS: Okay.

6 MR. JONES: Thank you.

7 MR. WILLIAMS: Any other questions? Thank
8 you so much. Appreciate it.

9 Anyone else here tonight to speak against
10 this request or have any questions on this request?

11 Thank you.

12 MS. DUCKWORTH: My name is Carolyn Duckworth.
13 My address is 634 Victory Street, Gulfport.

14 We have been living at that address, we built
15 our home there in 1983. Most of the residences in that area
16 are single family dwellings.

17 Now, there was some type of a townhouse
18 complex built back in the back there.

19 I would say that down through the years, the
20 property on Moose, on the east side of Moose, I've noticed
21 that there have been various people moving in and out of
22 that house. I don't really know what type of dwelling it
23 is.

24 The police have been out there numerous
25 times. Ambulances have been down there several times. I

1 notice people up and down the street at night.

2 There is no way to leave that street other
3 than coming back down to Victory Street. And I think it
4 creates a traffic problem.

5 I know the high school kids are up and down
6 that street, but they have never been a problem. It's
7 always been a quiet family area, and we would like it to
8 remain that way.

9 MR. WILLIAMS: Okay. Any questions for this
10 citizen before we let her go?

11 All right. Thank you. Appreciate it.

12 Anyone else here to speak on this case?

13 MR. RAY: Hello. My name is Golman Ray. I
14 live at 635 Tegarden. My property is adjacent to Mr.
15 Jackson's.

16 That end of my property is mostly wetlands,
17 and the property just north of mine, a good portion of that
18 is wetlands. And so I didn't have to worry about people
19 coming through there and bothering my property or anything.

20 I think again if Mr. Jackson put anywhere
21 other people can come there, and I have to start worrying
22 about that.

23 And I just have just my house on my property.
24 And most everybody in the neighborhood knows everybody and
25 get along, so I just want to try to keep it that way. So

1 I'm going against it.

2 MR. WILLIAMS: Okay. All right.

3 MR. DAIGLE: Question.

4 MR. WILLIAMS: Got a question? Yes.

5 MR. DAIGLE: So your property is the one just
6 to the east of the --

7 MR. RAY: Just south of his property.

8 MR. DAIGLE: Southeast.

9 MR. RAY: Yes.

10 MR. DAIGLE: So your property is zoned T4L?

11 MR. RAY: Yes.

12 MR. DAIGLE: But -- so yours is T4L, but
13 you're against him going to T4L?

14 MR. RAY: Right. I didn't even want mine,
15 but it got approved.

16 MR. DAIGLE: But it's just your residence on
17 there. You don't have anything else on there?

18 MR. RAY: Correct.

19 MR. DAIGLE: Thank you.

20 MR. WILLIAMS: Good clarification.

21 Any other questions?

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

23 MR. RAY: Thank you.

24 MR. WILLIAMS: Anyone else to speak? Yes,
25 sir.

1 MR. DUCKWORTH: Good evening. My name is
2 Larry Duckworth. I live at 674 Victory. It's southwest on
3 the upper property there.

4 I'd like to elaborate on what everybody has
5 said here against it. I'm with them on that.

6 I been living there at my residence like my
7 wife said since '83. I've seen my neighborhood be here
8 (indicating) and down to there (indicating). And each time
9 something come up new to be built back there, it don't bring
10 it up. It takes us down.

11 Like when they built the condos -- I call
12 them condos -- back there and what's supposed to have been
13 so many things were supposed to improve it, you know, like
14 gated and all that stuff, all that was a story.

15 And like it is now, anything can happen.
16 When I'm out in my garden, my shop, I'm hearing gunfire from
17 back in that area. I don't know what -- are they aiming up
18 in the air or what? You know.

19 And my daughter is going to build a house
20 there with my grandkids. I don't want to have to go through
21 this and worry about my grandkids being shot by a stray
22 bullet coming up through there from anywhere back there.

23 I been knowing Mr. Malcolm ever since we were
24 like kids. But it's not just his property that creates
25 these problems coming in, it's everything that's put back

1 there and other properties, such as the townhouses, whatever
2 they are. And it hurts me to see my neighborhood erode down
3 like that, you know.

4 I put 48 years in there, and it's going
5 downhill. What can I do about it? Nothing. Every time I
6 fight against it, a law passed, Smart Code came in right
7 after the storm allowing people to put whatever they want,
8 and it happened.

9 I'm the one, me and my family is the ones
10 stuck with this for the rest of our lives, so, no, I don't
11 want to add more to it. So, no.

12 MR. WILLIAMS: Okay.

13 Thank you, sir. Any questions?

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

15 Anyone else to speak?

16 Okay. No one else on this case?

17 All right, Commissioners. We've heard --
18 you've had a chance to review your package, you've heard the
19 public. Any comments?

20 MR. HEWES: Could I ask Mr. Jackson a few
21 things just to clarify?

22 MR. WILLIAMS: Sure. Mr. Jackson, would you
23 come back up, please? Commissioner's got a couple of
24 questions.

25 MR. HEWES: Mr. Jackson, you mentioned that

1 the area to the west of you, that's the condominiums that
2 have been talked about, correct?

3 MR. JACKSON: Yes, sir.

4 MR. HEWES: And you mention that with them
5 being there that justifies a change in the area. Can you
6 elaborate on why you feel there's so much of a change
7 needed, and do you know what the occupancy rate is there,
8 too?

9 MR. JACKSON: I'm saying I need the change
10 because everybody around me there is TL4 (sic) there.
11 There's 52 units over there. And I don't, you know, it
12 looks full most of the time to me. I don't know how many
13 people over there, but I don't see any vacant apartments
14 over there because they don't stay vacant long.

15 But you see there's apartments all around me,
16 and I'm there in the middle.

17 MR. HEWES: And if you look at the people
18 around that you're talking about, all around you, that's
19 going to be the ones that border Tegarden which is a much
20 busier road than what you're looking at with Moose and
21 Leighton and Victory.

22 So the design behind this is to have the
23 higher zoning where you have more of the heavier traffic and
24 then to zone down much more toward residential.

25 So what exactly do you plan on putting there?

1 Because I didn't get a clear picture of that.

2 MR. JACKSON: Based on the amount of land
3 there, I am only allowed to have two (inaudible) no more
4 than a thousand square feet. I need more storage space.
5 And the building I have there is 2900 the entire square
6 footage is four one-bedroom apartments.

7 And I just want additional space to have -- I
8 need additional storage space for my personal items. And
9 I'm only allowed to have a thousand square feet on whatever
10 I want to do over there.

11 So it won't make that much difference. A
12 thousand square feet is not much space.

13 MR. HEWES: So all you're wanting to do is
14 add storage space to your property.

15 MR. JACKSON: Storage space and maybe a
16 little residential area, but not to exceed no more than a
17 thousand square feet whatever I do.

18 MR. HEWES: All right. Greg, out of
19 curiosity, what -- for everybody here, when you're looking
20 at the difference in whether it's T3 or T4L, what can be
21 built in those that would be different or what's the max you
22 can do the way this is standing right now? Can he put that
23 thousand square feet of storage space there?

24 MR. HOLMES: I'm a little confused by that.
25 But right now, that T3 single family house, step it up to

1 that T4L, that would allow for multifamily duplexes.

2 The only thing I can think of he's referring
3 to for that T4L is it (inaudible) 12 units per acre which is
4 equivalent to an R-O (inaudible).

5 I'm not sure what you're referring to.

6 MR. JACKSON: Yeah. That's what I was told
7 in the planning office, because I'm allowed in the T4L the
8 amount of buildings and construction shouldn't exceed over a
9 thousand square feet.

10 MR. HEWES: So if he wanted to put a storage
11 facility there where it stands, is that legitimate?

12 MR. HOLMES: I'm not quite sure of a thousand
13 feet. Are you trying to put a storage building on the
14 property?

15 MR. JACKSON: Some storage. I need some
16 storage. Mostly it's for storage, and I need to have one
17 unit there for people to live. But I need storage there for
18 my tools and personal equipment and so forth.

19 MR. HOLMES: So you're talking about having
20 one unit like single family. But do you have any storage
21 buildings on it right now?

22 MR. JACKSON: Huh?

23 MR. HOLMES: Do you have any storage
24 buildings on it right now?

25 MR. JACKSON: Very little. The storage room

1 I got is utilized as a washroom mostly. But I don't have
2 much storage space there.

3 MR. HOLMES: The typical remedy for that is
4 basically going to the zoning board and applying for a
5 variance to be able to allow additional buildings. You
6 wouldn't necessarily be able to solve that being rezoned.

7 MR. WILLIAMS: Okay.

8 MR. HEWES: Thank you.

9 MR. WILLIAMS: Mr. Daigle, you had a
10 question?

11 MR. DAIGLE: Yeah. I wanted to just
12 piggyback a little bit on what you're saying because I'm
13 kind of trying to wrap my head around it all, as well.

14 What you have currently there now is not
15 appropriate for the zoning of T3, isn't that correct?

16 MR. JACKSON: Right.

17 MR. DAIGLE: That's why you're basically cut
18 off. Like you can't do anything with anything you've got
19 there because you already have a multifamily structure
20 there, as well. You have multiple units on that property,
21 yes?

22 MR. JACKSON: Yes, sir.

23 MR. DAIGLE: So if you're simply looking to
24 build storage -- I mean, and that's where I think we're kind
25 of going with this, to piggyback, really there's no reason

1 to go up to a T4L.

2 So we're trying to understand exactly why
3 you're trying to go up.

4 MR. JACKSON: I'd like to have that option
5 since to even -- to have storage there, I was told I needed
6 a -- I'm basically complying with the area.

7 MR. DAIGLE: But that's what Mr. Holmes was
8 saying. This is not going to give you that ability. You
9 can go to the zoning board to get approved to put a storage
10 building on your property. We don't need to go up in
11 zoning.

12 Am I saying that correctly?

13 MR. HOLMES: Yes, correct. Basically you
14 already have storage building on the lot, I can see where a
15 thousand feet is a cap on how much storage you can have
16 square footage. So that's something that you've got to get
17 a variance from the zoning board.

18 Rezoning the property is not going to fix
19 that.

20 MR. DAIGLE: That's all. Thank you.

21 MR. WILLIAMS: Thank you, sir.

22 All right. Commissioners, we've heard the
23 comments. Any further discussion, questions of the staff,
24 or a motion?

25 MR. ANTHONY: I'm going to speak with my

1 co-commissioners. In the technical report on Page 2 of that
2 technical report, the second paragraph, I want to be sure
3 that I'm understanding for sure that in 2002 that
4 comprehensive plan that was there, and that that be read,
5 that there was a greater understanding again with my
6 commissioners, my Chairman, with the understanding what was
7 the plan for that at that time.

8 MR. DAIGLE: You mean what it used to be
9 zoned as -- is that correct? -- before Smart Code?

10 MR. ANTHONY: Correct. You know, as it reads
11 on there, you know, it was supposed to be some separation
12 for high intensity commercial. Now, I get this is
13 multifamily property. But I think that it kind of almost
14 borders on that, in my opinion. And there's another thing
15 that I look at in this document is on this particular
16 property that -- is that a dead-end street?

17 MR. JACKSON: Yes, sir.

18 MR. ANTHONY: Okay. And which any property
19 that has apartments or the ability to put apartments on a
20 dead-end street, that is I don't think the safest location
21 or the best location for property for an apartment or
22 multifamily usage buildings or structures.

23 And that is my opinion. But that's the way I
24 look at it there. Whereas, we were saying on Tegarden, you
25 know, there is the accessibility. But on a dead-end street,

1 we're talking about the safety. And I think that that's
2 what I heard from the property owners of the nearby
3 residence of that same property we're talking about now.

4 But I really want to respect what was done in
5 the past when it was in the 2002 comprehensive plan.

6 MR. WILLIAMS: Greg, an answer to that?

7 MR. HOLMES: Yes. Basically you are correct.
8 But I will tell you from a planning perspective that we try
9 to respect those plans as much as we do. But 2002 is quite
10 a few years back. So we use it as a guide and we basically
11 try to manage development.

12 MR. WILLIAMS: Okay.

13 MR. ANTHONY: Thank you.

14 MR. WILLIAMS: Thank you.

15 MR. ELLIOTT: So if this was turned down, he
16 can come back for a rezone, right? Is that accurate?

17 MR. HOLMES: Not for a year.

18 MR. ELLIOTT: A year. So, Mr. Jackson, the
19 zoning -- we can only rezone something if the character of
20 the area has changed. So if you look at the character of
21 the area, I think it's pre-zoned pretty accurately, you
22 know. And some of the points that were made today are very
23 good.

24 If we turn this down, you can't bring it back
25 for a year minimum. If you can keep the zoning and get a

1 variance, then you can achieve what you want without getting
2 a rezone.

3 If you withdraw your application -- I don't
4 know if you can actually do that at this point -- then
5 resubmit it, come back later, and get a variance just to get
6 your storage facility with the zoning. You don't need to
7 rezone your property.

8 MR. JACKSON: Okay.

9 MR. ELLIOTT: So would you like us to vote --
10 and I don't know that I can do this, maybe you can tell me
11 -- or do you want to withdraw --

12 What's that?

13 MR. WILLIAMS: I will just verify with Greg.
14 He can withdraw it at this point.

15 MR. DAIGLE: Even if we deny it, though,
16 can't he still go before zoning and get a variance?

17 MR. WILLIAMS: Yes.

18 (Several people speaking.)

19 MR. WILLIAMS: But if we deny it, then the
20 variance is the zoning board approval.

21 MR. HANCOCK: But I think the point is if we
22 deny it, he couldn't come back here. If he goes to the
23 zoning board and doesn't get his variance and wants to come
24 back here to try to get the zoning changed, then he wouldn't
25 be able to do that for a year. So I think that's the point

1 that's being made.

2 MR. WILLIAMS: Right.

3 MR. HANCOCK: He can withdraw it, but we
4 could also probably just vote to table it. I'm not sure
5 which of those options would be better.

6 MR. JONES: Before we close it out, I've
7 heard everybody's decision. And I kind of think you're
8 maybe missing the point of this is that Mr. Jackson wants as
9 he stated options. I don't think it's just not that he
10 wants the storage, but he wants that option to build.

11 MR. WILLIAMS: I agree with you, Coach. I
12 think there's an option there that he wants to build, as
13 well. He wants the storage, which he can go to the zoning
14 board in order to get that approved. But he wants that
15 option of doing multifamily there.

16 And I do agree with Brandon in the fact that
17 this area is zoned in the Smart Code I think in the way it
18 was intended to be zoned. As Mr. Hewes spoke earlier, the
19 high intensity on Tegarden Road where there's more traffic,
20 and then it starts stepping down. And this being a T3
21 because of the other property surrounding it, I realize just
22 to the east is the higher zoning. But I agree with I think
23 where the commissioners are going that there's really not a
24 need to have this zoned T4L when there's vacant properties
25 all around it that have yet to be developed I don't think

1 for the T4L.

2 So Mr. Jackson can go to the zoning board to
3 get his storage buildings. I just don't think more
4 multifamily needs to be there at this time.

5 MR. DAIGLE: I concur with that. And based
6 on all that we've said, I'd like to make a motion that we
7 deny Case File Number 2101PC009.

8 MR. WILLIAMS: All right. Do I have a
9 second? I've got a motion to deny the case.

10 MR. HEWES: Before we get to the second, I
11 have a question. If a motion is on the floor, can he
12 rescind his request? Once a motion is on the floor, can he
13 take it off now?

14 MR. WILLIAMS: Go ahead, Greg.

15 MR. HOLMES: If you want to follow Robert's
16 Rules of Meetings, it needs to either be seconded, or the
17 motion is allowed to die.

18 MR. WILLIAMS: Even this discussion according
19 to Robert's Rules of Order is kind of out of order. So I
20 either need a second, or that would die.

21 MR. HEWES: I second.

22 MR. WILLIAMS: So we've got a motion and a
23 second to deny the request. Do we have discussion either on
24 that motion or any further discussion on the request?

25 No? All right. All those in favor of

1 denying the motion or denying the case according to the
2 motion, signify by saying aye.

3 (Unanimous vote.)

4 MR. WILLIAMS: Any opposed? All right.

5 Mr. Jackson, it's been denied. But you still
6 have that option of going in front of the zoning board to
7 get your storage.

8 MR. JACKSON: Okay.

9 MR. WILLIAMS: Okay. Thank you, sir.
10 Appreciate it.

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2101PC009

I, Norma Jean Ladner Soroce, Certified Shorthand Reporter, do hereby certify that to the best of my skill and ability I have reported the hearing held before the City of Gulfport Planning Commission and that the foregoing 25 pages constitute a true and correct transcription of said hearing held on the 28th day of January 2021.

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 15th day of February
2021.

N.J. SOROE, CSR #1297
(228) 467-2199

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 _____, 2021, the following Order:

ORDER

Municipal primary elections are, by statute, scheduled to be held on April 6, 2021, and the municipal general election is, by statute, scheduled to be held on June 8, 2021. Regular meetings of the Gulfport City Council meetings are, likewise, scheduled to be held on the same dates (i.e., the first Tuesday after the first Monday of the month) per statute (Miss. Code Ann. § 21-8-11) and ordinance (Gulfport Code of Ordinances § 1-41).

Miss. Code Ann. § 21-8-11 further provides that the date of meetings of a City Council may be changed by Order of the City Council. Gulfport Code of Ordinances § 1-41 further provides that “a majority of the members of the council present at any meeting, may cancel or reschedule any scheduled regular or special meeting, provided that no less than one (1) regular meeting is held each month.”

Accordingly, to avoid a conflict between the aforementioned municipal elections and meetings of the City Council, the Gulfport City Council hereby orders and proclaims that the April 6, 2021, Council meeting shall be rescheduled to April 8, 2021, at 1:30 P.M., in the Council Chambers at Gulfport’s City Hall, and that the June 8, 2021, Council meeting shall be rescheduled to June 10, 2021, at 1:30 P.M., in the Council Chambers at Gulfport’s City Hall.

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

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

SECTION 2. That the April 6, 2021, Council meeting shall be rescheduled to April 8, 2021, at 1:30 P.M., in the Council Chambers at Gulfport’s City Hall, and that the June 8, 2021, Council meeting shall be rescheduled to June 10, 2021, at 1:30 P.M., in the Council Chambers at Gulfport’s City Hall.

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

AYES

NAYS

ABSENT/ABSTAIN

WHEREUPON, the President declared the motion carried and the Order adopted, this the ____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Order submitted to and approved by the Mayor, this the ____ day of _____, 2021.

APPROVED:

MAYOR



Axon Enterprise, Inc.'s TASER 7 Agreement

This TASER 7 Agreement ("**Agreement**") applies to Agency's TASER 7 purchase from Axon Enterprise, Inc. ("**Axon**"). Agency will receive TASER 7 Conducted Energy Weapon ("**CEW**") hardware, accessories, warranty, and services documented in the attached Quote Appendix ("**Quote**").

- 1 **Term.** The start date is based on the initial shipment of TASER 7 hardware ("**Start Date**"). If shipped in the first half of the month, the Start Date is the 1st of the following month. If shipped in the last half of the month, the Start Date is the 15th of the following month. The TASER 7 term will end upon completion of the associated TASER 7 subscription in the Quote ("**Term**"). If the Quote has multiple TASER 7 ship dates, each shipment will have a 60-month term, starting on the shipment of TASER 7 as described above.
- 2 **Unlimited Duty Cartridge Plan.** If the Quote includes "**Unlimited Duty Cartridge Plan**", this section applies. Agency must purchase an Unlimited Duty Cartridge Plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and ones that only use a CEW for training. Agency may not resell cartridges received under any TASER 7 plan. Axon will only replace cartridges used in the line of duty.
- 3 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. During the Term, Axon will issue Agency a voucher annually beginning on the Start Date. The voucher has no cash value. Agency cannot exchange it for another product or service. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "**Training Content**"), Agency may access Training Content during the Term. Axon will deliver all Training Content electronically. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility.
- 4 **Payment.** Unless specified in the Quote, Axon will invoice Agency on the Start Date and then on the Start Date anniversary during the Term, if annual payments are elected. Payment is due net 30 days from the invoice. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. Unless Agency provides Axon a valid and correct tax exemption certificate applicable to the purchase and ship-to location, Agency is responsible for all taxes associated with the order.
- 5 **Shipping.** Axon may make partial shipments and ship from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote. If the Quote includes future deliveries of hardware, Axon will ship hardware to Agency's address on the Quote.
- 6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.
- 7 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured hardware is free from defects in workmanship and materials for 1 year from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used CEW cartridges are deemed to have operated properly. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured hardware.

If Axon receives a valid warranty claim for Axon manufactured hardware during the warranty



Axon Enterprise, Inc.'s TASER 7 Agreement

term, Axon's sole responsibility is to repair or replace the hardware with the same or like hardware, at Axon's option. Replacement hardware will be new or like new. Axon will warrant the replacement hardware for the longer of (a) the remaining warranty of the original hardware or (b) 90-days from the date of repair or replacement.

If the Quote includes an extended warranty, the extended warranty coverage begins on the Start Date and continues for the Term for the hardware covered by the extended warranty on the Quote.

If Agency exchanges hardware or a part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering hardware for service, Agency must upload hardware data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the hardware sent to Axon for service.

- 8 **Warranty Limitations.** Axon's warranty obligations exclude damage related to (a) failure to follow instructions on product's use; (b) products used with products not manufactured or recommended by Axon; (c) abuse, misuse, intentional, or deliberate damage to the product; (d) force majeure; (e) products repaired or modified by persons other than Axon without the written permission of Axon; or (f) products with a defaced or removed serial number.

To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement. Axon's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either party be liable for any direct, special, indirect, incidental, exemplary, punitive, or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

- 9 **Spare Products.** Axon may provide Agency a fixed number of spares for TASER 7 hardware in the Quote ("**Spare Products**"). Spare Products will replace non-functioning units. If Agency uses a Spare Product, Agency must return non-functioning units to Axon, and Axon will repair or replace the non-functioning unit. If Agency does not return Spare Products to Axon within 30 days of termination of this Agreement, Axon will invoice Agency the MSRP then in effect for all unreturned Spare Products.
- 10 **Trade-In.** If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay the shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.



Axon Enterprise, Inc.'s TASER 7 Agreement

Agency Size	Days to Return from Start Date
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 11 **Product Warnings.** See www.axon.com/legal for the most current Axon product warnings.
- 12 **Design Changes.** Axon may make changes in the design of any of Axon's products and services without notifying Agency or making the same change to products and services previously purchased. Axon may replace end of life products with the next generation of that product without notifying Agency.
- 13 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
- 13.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
- 13.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 13.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.
- 14 **Delays.** Axon will use reasonable efforts to deliver products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate delivery with notice.
- 15 **Proprietary Information.** Agency agrees Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services. Agency will not directly or indirectly cause any proprietary rights to be violated.
- 16 **Export Compliance.** Each party will comply with all import and export control laws and regulations.
- 17 **Assignment.** Agency may not assign or transfer this Agreement without Axon's prior written approval.
- 18 **Governing Law; Venue.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19 **Entire Agreement.** This Agreement, including the appendices, represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be



Axon Enterprise, Inc.'s TASER 7 Agreement

modified or amended in a writing signed by the Parties. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Axon Enterprise, Inc.'s TASER 7 Agreement

TASER 7 Axon Evidence Terms of Use Appendix

1 **Definitions.**

"Agency Content" is data uploaded into, ingested by, or created in Axon Evidence within Agency's tenant, including media or multimedia uploaded into Axon Evidence by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Evidence tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

2 **Subscription Term.** The TASER 7 Axon Evidence Subscription Term begins on the Start Date.

3 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end-users than the Quote specifies.

4 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end-users.

5 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Axon Evidence and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

6 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content and no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an end-user, Agency will immediately terminate that end user's access to Axon Evidence.

Agency is also responsible for maintaining the security of end-user names and passwords and taking steps to maintain appropriate security and access by end-users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them



Axon Enterprise, Inc.'s TASER 7 Agreement

to any other entity or person. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content or if account information is lost or stolen.

- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content in order to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence Services; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future products and services.
- 8 **Storage.** Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers where Agency Content will be stored. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may suspend Agency access or any end-user's right to access or use any portion or of Axon Evidence immediately upon notice, if:
 - 10.1. The Termination provisions of the TASER 7 Terms and Conditions apply;
 - 10.2. Agency or an end-user's use of or registration for Axon Evidence (i) poses a security risk to Axon Evidence or any third party, (ii) may adversely impact Axon Evidence or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;

Agency remains responsible for all fees incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Axon Evidence due to suspension, except as specified elsewhere in this Agreement.
- 11 **Axon Evidence Warranty.** Axon warrants that Axon Evidence will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to Axon Evidence.
- 12 **Axon Evidence Restrictions.** All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end-users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
 - 12.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any other process to derive any source code included in Axon Evidence, or allow any others to do the same;



Axon Enterprise, Inc.'s TASER 7 Agreement

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- 12.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 12.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
 - 12.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
 - 12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
 - 12.7. use Axon Evidence to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code.
- 13 **After Termination.** Axon will not delete Agency Content for 90 days following termination. During these 90 days, Agency may retrieve Agency Content only if all amounts due have been paid. There will be no application functionality of Axon Evidence during these 90 days other than the ability to retrieve Agency Content. Agency will not incur any additional fees if Agency Content is downloaded from Axon Evidence during these 90 days. Axon has no obligation to maintain or provide any Agency Content after these 90 days and will thereafter, unless legally prohibited delete all of Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from Axon Evidence.
- 14 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data," as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue the use of Axon Evidence.
- 16 **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.



AXON

GULFPORT POLICE DEPT. - MS

AXON SALES REPRESENTATIVE

Mike Griffiths

mgriffiths@axon.com

ISSUED

2/3/2021



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-285862-44232.851WS

Issued: 02/03/2021

Quote Expiration: 05/01/2021

Account Number: 112376

Payment Terms: Net 30

Delivery Method: Fedex - Ground

SHIP TO

Nicholas Olds
GULFPORT POLICE DEPT. - MS
2220 15TH ST
GULFPORT, MS 39502
US

BILL TO

GULFPORT POLICE DEPT. - MS
PO BOX S
GULFPORT, MS 39502
US

SALES REPRESENTATIVE

Mike Griffiths
Phone:
Email: mgriffiths@axon.com
Fax:

PRIMARY CONTACT

Nicholas Olds
Phone: (228) 871-5075
Email: nolds@gulfport-ms.gov

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	100	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	100	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	1	0.00	0.00	0.00
Hardware						
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		95	0.00	0.00	0.00
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER		5	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		2	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5- DEGREE) NS		300	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		300	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		100	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		100	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5- DEGREE) NS		50	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		200	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		200	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		200	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		200	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		120	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4- YEAR		120	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4- YEAR		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	0.00	0.00	0.00
Other						
20430	TASER 7 CERTIFICATION BUNDLE HEADER	60	100	0.00	0.00	0.00
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	100	690.00	327.00	32,700.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
Subtotal						32,700.00
Estimated Shipping						0.00
Estimated Tax						0.00
Total						32,700.00

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		3	0.00	0.00	0.00

Spares (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		3	0.00	0.00	0.00
Subtotal						0.00
Estimated Tax						0.00
Total						0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		200	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		200	0.00	0.00	0.00
Other						
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	100	690.00	735.75	73,575.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
Subtotal						73,575.00
Estimated Tax						0.00
Total						73,575.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		200	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		200	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		200	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		200	0.00	0.00	0.00
Other						
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	100	690.00	735.75	73,575.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00

Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
Subtotal						73,575.00
Estimated Tax						0.00
Total						73,575.00

Year 4

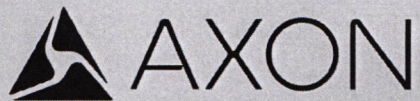
Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		200	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		200	0.00	0.00	0.00
Other						
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	100	690.00	735.75	73,575.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
Subtotal						73,575.00
Estimated Tax						0.00
Total						73,575.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		200	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		200	0.00	0.00	0.00
Other						
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	100	690.00	735.75	73,575.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00

Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	73,575.00
					Estimated Tax	0.00
					Total	73,575.00
					Grand Total	327,000.00



Discounts (USD)

Quote Expiration: 05/01/2021

List Amount	345,000.00
Discounts	18,000.00
Total	327,000.00

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	32,700.00
Spares	0.00
Year 2	73,575.00
Year 3	73,575.00
Year 4	73,575.00
Year 5	73,575.00
Grand Total	327,000.00

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

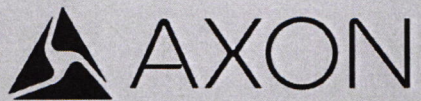
Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (Or write N/A): _____

Please sign and email to Mike Griffiths at mgriffiths@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		



GULFPORT POLICE DEPT. - MS

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	

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 _____, 2021, the following Resolution:

**A RESOLUTION BY THE GULFPORT CITY COUNCIL
TO APPROVE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE
HURRICANE ZETA – DEBRIS REMOVAL PROJECT, TO AUTHORIZE THE
MAYOR TO EXECUTE SAID CERTIFICATE, AND FOR RELATED PURPOSES**

WHEREAS, CrowderGulf, LLC, was awarded the contract for the Hurricane Zeta – Debris Removal Project, which project consisted of the removal of all residential and commercial debris within the City’s right-of-way caused by Hurricane Zeta; and

WHEREAS, work was substantially completed on the referenced project as of January 20, 2021, with punch list items to be completed within thirty (30) days of the final inspection report; and

WHEREAS, the Public Works Director has submitted for review the Certificate of Substantial Completion pertaining to the Hurricane Zeta – Debris Removal Project, which, along with supporting documentation, is attached hereto collectively as Exhibit “A”.

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

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

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

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2021.

MAYOR



Memorandum — City of Gulfport

PUBLIC WORKS

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Gerard Bellocq, Finance
Jeremy Harrison, P.E., Assistant City Engineer
Tyler Gentry, Assistant Director of Public Works - Operations

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

Date: 02/12/2021

Re: **Certificate of Substantial Completion**
-Hurricane Zeta Debris Removal

Attached for your consideration is the Certificate of Substantial Completion for the referenced project. All work was substantially complete as of January 20, 2021, other than the outstanding punch list items that will be corrected within 30 days of the final inspection report.

This project included the removal of all residential and commercial debris within the City's right-of-way caused by Hurricane Zeta.

I recommend approval of the Certificate of Substantial Completion.

Please place this item on the March 02, 2021 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments:

1. Certificate of Substantial Completion

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: HURRICANE ZETA - DEBRIS REMOVAL

DATE OF ISSUANCE: MARCH 2, 2021

OWNER: CITY OF GULFPORT

CONTRACTOR: CROWDERGULF

DEBRIS REMOVAL MONITOR: TETRA TECH, INC

This Certificate of Substantial Completion applies to Work under the Contract Documents or to the following specified parts thereof:

TO _____ THE CITY OF GULFPORT
OWNER

And To _____ CROWDERGULF
CONTRACTOR

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

JANUARY 20, 2021
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 30 days of the above date of Substantial Completion. The cost of those items not completed or corrected and utility damage repaired by the City of Gulfport shall be deducted from the final payment.

From the date of Substantial Completion the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILITIES

OWNER:

CONTRACTOR: Remediate all outstanding damage to City & private property; remove all remaining debris in right-of-way

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

- Hurricane Zeta – Debris Removal; Final Inspection Report dated 2/12/2021

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

Executed by DEBRIS REMOVAL MONITOR on _____, 2021

TETRA TECH, INC
DEBRIS REMOVAL MONITOR

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 2021.

CROWDERGULF
CONTRACTOR

By: _____
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on _____, 2021.

CITY OF GULFPORT
OWNER

By: _____
(Authorized Signature)



**DEPARTMENT OF
ENGINEERING**

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

INSPECTION REPORT

PROJECT:	Hurricane Zeta – Debris Removal
TYPE OF INSPECTION:	Final Inspection
DATE:	1/13/2021 – 1/22/2021
PERSONS PRESENT:	Aaron James, Department of Engineering Katie Taylor, Tetra Tech, Inc

PUNCH LIST

1. Verify all 2nd pass debris piles have been picked up. List of addresses attached
2. Remediate all damages to City property. Letter from Wayne Miller, P.E. dated 2/12/21 “Hurricane Zeta, Debris Removal Contractor Damage to City Property” attached.
3. Remediate all damages to City property. Letter from Wayne Miller, P.E. dated 2/12/21 “Hurricane Zeta, Debris Removal Contractor Damage to Private Property” attached.
4. Remove and replace sections of damaged sidewalk at 64 Shoreline Lane & 13465 McLeod Court.
5. Restore Centennial Soccer Fields DMS & Canal Road DMS.

Signed: _____

Date: 2/12/2021

Name: Jeremy Harrison, P.E.

Title: Assistant Director of Engineering

2ND PASS DEBRIS PILES

Address	Complaint/Issue
Briarwood Subdivision (side streets and cul-de-sacs skipped))	Debris not picked up
Fairfield	Debris not picked up
Keyser Lane	Debris not picked up
Creel Cir	Debris not picked up
9010 Suntree Lane	Debris not picked up
1224 33rd Ave	Debris not picked up
3001 55th Ave	Debris not picked up
Mulberry Pl (Cul-de-secs)	Debris not picked up
Copperwood Ln (Cul-de-secs)	Debris not picked up
Honeysuckle Ln	Debris not picked up
Rainwood Cir	Debris not picked up
Cross Creek Pl	Debris not picked up
Ashbury Ln	Debris not picked up
Graymonte Cir	Debris not picked up
Suntree Ln	Debris not picked up
104 29th St	Debris not picked up
11560 Briarstone Place	Debris not picked up
Ginger Cove	Debris not picked up
Alleyway behind 11 55th St	Debris not picked up
Alleyway behind 2511 Knox St	Debris not picked up
835 B 25th St	Debris not picked up, Street not showing on Geoportal located between 5th Ave and Gulf Ave in alleyway
830 24th St	Debris not picked up
4902 Chamberlain Ave (Alleyway behind)	Debris not picked up
11272 Sundown Dr.	Debris not picked up
1314 19th St	Debris not picked up, said whole block still has piles
Alley runs parallel to 2nd St and 3rd St between Kelly Ave and Jones Ave.	Entire alley has received several calls
4721 Cardinal Dr	Debris not picked up
3613 Reynosa	Debris not picked up
1602 41st Ave	Debris not picked up

123 N. Kern Dr	Debris not picked up
6 Povenir Pl	Debris not picked up
18 Hancock Pl	Debris not picked up
2704 26th Ave	Debris not picked up
11098 Channelside Dr	Debris not picked up
104 29th St	Debris not picked up
315 47th St	Debris not picked up
2513 Bullis Ave	Debris not picked up
Centennial Plaza	Debris not picked up
9005 Victoris Cir	Debris not picked up
1307 Pinecrest	Debris not picked up
3822 15th St	Debris not picked up
54 53rd St (Alley behind home)	Debris not picked up
224 23rd Ave	Debris not picked up
3 Hanging Oak Cir	Debris not picked up
405 Caribe Place S. St	Debris not picked up
Paradise Alley (between 17th St and 16th St)	Debris not picked up
1030 Rich Ave	Debris not picked up
113 Gary St	Debris not picked up
120 Bayou Cir	Debris not picked up
6036 S Vista Drive	Broken glass left in yard from window panes
5111 O'Brian Ave (Alley behind home)	Debris not picked up
2603 W David Dr	Debris not picked up
209 Locust St	Debris not picked up
1900 42nd Ave	Tree fell on her property from City owned property
Alley runs parallel to 22nd Ave and 21st Ave	Debris not picked up
Povenir Place	Debris not picked up
12582 Beau Forest Dr	Debris not picked up
11 Heather Ln	Grapple left large holes in front yard
617 Woodward Ave	Debris in alley behind home
18 50th St	Debris in alley behind home
4913 Arkansas Ave	Debris not picked up
8434 South Carolina Ave	Debris not picked up
831 25th St	Debris not picked up
2229 22nd St	Debris not picked up
10660 Sharp Blvd	Debris not picked up
1708 23rd Ave	Debris in alley behind business
1300 23rd Ave	Pusher left tracks in yard, still had debris scattered on easement

2300 23rd Ave SW corner of Old Pass Road and Lewis Ave (Vacant Lot)	Grapple left large holes in front yard
640 East Beach Blvd	Debris not picked up
518 2nd St	Debris is on the corner of Roberts
858 Reed Ln	Debris in alley behind home
838 Hubert Dr	Debris not picked up
603 West Ave	Debris not picked up
13289 Tortus Trail	Debris not picked up
13085 Woodbridge Court	Debris not picked up
14382 Autumn Chase Drive	Debris not picked up
456 Victory St	Debris not picked up
16 Oakwood Drive	Debris not picked up
10551 Outdoor Way	Debris not picked up
110 Woodbine Dr.	Debris not picked up
1421 Georgia Place	Debris not picked up
1449 Rhonda Ct.	Debris not picked up
2318 Lynn Ave	Debris not picked up
112 Lee Ct.	Debris not picked up
20 East Park St	Debris not picked up
226 Forest Ct	Debris not picked up
12076 Harmony Cir	Debris not picked up
858 Reed Ln	Debris not picked up
2416 Demaret Dr	Debris not picked up
2414 Demaret Dr	Debris not picked up
2428 5th Ave	Debris not picked up
16599 Mallard Dr	Debris not picked up
9106 Victoria cir	Debris not picked up
14100 Fastway Lane	Debris not picked up
1312 Sherwood St (Front and rear)	Debris not picked up
2411 Burke St	Debris not picked up
2700 E Angela Cir	Debris not picked up
2717 13th Ave (Alley)	Debris not picked up
403 Caribe Pl	Debris not picked up
614 2nd St (alley)	Debris not picked up
13096 Windrose Cir	Debris not picked up
15281 N Parkwood Dr	Debris not picked up
105 Beverly Dr	Debris not picked up
104 Lee Ct	Debris not picked up

5 Palmer Dr	Debris not picked up
1708 23rd Ave	
(Alley)	Debris not picked up
9115 Crosscreek Plac	Debris not picked up
1 Shady Side Cir	
(Across from property)	Debris not picked up
2414 Halsel St.	Debris not picked up
211 29th St	Debris not picked up, on F Ave (side of residence)
228 Murphy Ave	Debris not picked up
629 Victory St	Debris not picked up
13422 Turtle Creek Pkwy	Debris not picked up, not certain of address but in vicinity, fencing about 6 ft high
102 26th St	Debris not picked up
16086 Phifer Lane	Debris not picked up
1298 Tropical Cove	Debris not picked up
536 Perry Cove	
(Alley)	Debris not picked up
118 Woodhaven Dr	Debris not picked up
106 Woodhaven Dr	Debris not picked up
112 Woodhaven Dr	Debris not picked up
129 WoodHaven Dr	Debris not picked up
1912 22nd Ave	Bagged Leaves
11365 Memphis Ave	Debris not picked up
14188 Cherry Ct	Debris not picked up
716 Augustine Dr	Debris not picked up
504 Mimosa Lane	Debris not picked up
456 Victory St	Debris not picked up
702 Baker St	Debris not picked up
1213 23rd St (Alley)	Debris not picked up
2416 19th Ave	
(Alley)	Debris not picked up
917 Savannah Pl	Debris not picked up
All of Whitney Dr	Debris not picked up
All of Angela Circle	Debris not picked up
W Corner of Kendall Cir and Alley	Debris not picked up
15330 Woody Dr	Debris not picked up
714 Shirley Drive	Debris not picked up
13601 Windrose Cir	Debris not picked up
2111 Lindh Ridge Dr	Debris not picked up
2900 Audubon Dr	Debris not picked up
556 Cleveland St	Debris not picked up
14 Villa Cove	Debris not picked up

929 Savannah Place	Debris not picked up
30 Fleetwood Dr	Debris not picked up
13144 Williams Rd	Debris not picked up
15280 Oakwood Ct	Debris not picked up
1501 25th Ave	Debris not picked up
12 Fleetwood Dr	Debris not picked up
14188 Cherry Ct	Debris not picked up
2401 Fortson St	Debris not picked up
4463 Kendal Cir	Debris not picked up
13533 Windrose Cir	Debris not picked up
15065 Remington Dr	Debris not picked up
9165 Mulberry Pl	Debris not picked up
512 Hayden Dr	Debris not picked up
9030 Graymont Cir (across from address)	Debris not picked up
800 Commerce St	Debris not picked up
202 48th St	Debris not picked up
113 Bayou Cir	Debris not picked up
2900 Audubon Dr	Debris not picked up
12931 Coles Cove	Debris not picked up
28 E Park Street (Alley)	Debris not picked up
1908 22nd Ave	Debris not picked up
403 Caribe Pl S	Debris not picked up, bulldozer tracks in yard
130 Woodhaven Dr	Debris not picked up
2100 20th St	Said contractor unloaded rocks and tires in yard
Janell Dr	Debris not picked up
N Wilson Blvd	Debris not picked up
Amanda Way	Debris not picked up
1708 23rd Ave	Debris not picked up
10530 Three Rivers Rd	Debris not picked up



OFFICE OF
DIRECTOR OF
PUBLIC WORKS

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

February 12, 2021

Matt Lucas
Sr. Project Manger
CrowderGulf
5629 Commerce Blvd East
Mobile, AL 36619
mlucas@crowdergulf.com

Re: Hurricane Zeta, Debris Removal Contractor Damage to City Property

Dear Mr. Lucas:

During the debris removal operation, minor damage occurred to City of Gulfport property. Public Works personnel were utilized to repair damage to City infrastructure in an effort to minimize the disruption of services to the City's citizens. Below is a summary of the address, problem type, and cost associated with the damages. The total cost for repairs is \$2,300 payable to the City of Gulfport. In addition to the items below, the two Debris Management Sites need to be restored, as well as sidewalk repairs at 64 Shoreline Lane & 13465 McLeod Court.

SERVICE REQUEST #	ADDRESS	PROBLEM TYPE	COST
268031	162 TEGARDEN RD	WATER SERVICE	\$175.00
268144	1707 TERRACE DR	SIGN	\$175.00
268168	116 OAKWOOD DR	WATER SERVICE	\$175.00
268215	2327 18TH AVE	WATER SERVICE	\$175.00
268285	TEXAS AVE & LYNWOOD DR	WATER SERVICE	\$175.00
268345	13601 WIND ROSE CIR	WATER SERVICE	\$175.00
268346	56 WOODFOREST DR	WATER SERVICE	\$175.00
268552	14 KEYSER LN	WATER SERVICE	\$175.00
268740	2319 20TH AVE	WATER SERVICE	\$175.00
269030	10660 SHARP BLVD	WATER SERVICE	\$175.00
269908	2612 16TH AVE, B	WATER SERVICE	\$175.00
270497	2513 HALSEL ST	CATCH BASIN	\$200.00
271666	4710 KENDALL AVE	SEWER SERVICE	\$175.00
TOTAL			\$2,300.00

Sincerely,

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

cc: Katie Taylor, Project Manager, Tetra Tech
Natalie Sims, Specification Technician/ Administrative Assistant
Jeremy R. Harrison, P.E., Assistant Director of Engineering



OFFICE OF
DIRECTOR OF
PUBLIC WORKS

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

February 12, 2021

Matt Lucas
Sr. Project Manger
CrowderGulf
5629 Commerce Blvd East
Mobile, AL 36619
mlucas@crowdergulf.com

Re: Hurricane Zeta, Debris Removal Contractor Damage to Private Property

Dear Mr. Lucas:

During the debris removal operation, minor damage occurred to private property. Attached is a list of all unresolved damages to private property with the address and description of each claim. A 'damage release form' release is required for each claim.

Sincerely,

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

Attachment: Damage to Private Property Table

cc: Katie Taylor, Project Manager, Tetra Tech
Natalie Sims, Specification Technician/ Administrative Assistant
Jeremy R. Harrison, P.E., Assistant Director of Engineering

DAMAGE TO PRIVATE PROPERTY

SERVICE REQUEST #	ADDRESS	DESCRIPTION
268072	16051 Robinson Road	The citizen called stating that the debris truck caused damage to her mailbox and it can not be "fixed" as is - was told that they would be back to fix it and have not been back yet @ 16051 Robinson Road, Gulfport, MS
268096	518 W TRACY DR	CITIZEN IS REPORTING DAMAGE BY DEBRIS CONTRACTOR @ 518 W TRACEY DR- SHARED THAT CONTRACTOR CUT ACROSS HER FRONT YARD LEAVING DEEP/MASSIVE HOLES. SPOKE WITH NS - PH
268101	123 DEANNA ST	DAMAGED BY DEBRIS CONTRACTOR. LEFT SEVERAL 2 FT HOLES IN YARD WHEN PICKING UP DEBRIS
268145	13601 WIND ROSE CIR	DAMAGE BY DEBRIS CONTRACTOR RUTTING IN YARD BY MONITOR INCIDENT# DP-2020-56298
268146	16051 ROBINSON RD	DAMAGE BY DEBRIS CONTRACTOR DAMAGE MAILBOX INCIDENT# DP-2020-56629
268148	13454 WINDSONG DR	DAMAGE BY DEBRIS CONTRACTOR DAMAGE TO CABLE BOX INCIDENT# DP-2020-56421
268150	1111 MAGNOLIA ST	DAMAGE BY DEBRIS CONTRACTOR ARBOR PRO TRUCK RUTTED YARD INCIDENT# DP-2020-55657
268152	119 EUGENE DR	DAMAGE BY DEBRIS CONTRACTOR EXISTING DAMAGE TO FENCE; ENG TO VERIFY INCIDENT# DP-2020-56148
268157	15236 SUNSET CT	CONTRACTOR DROVE OVER SIDEWALK AND LAWN AREA AND MESSED UP YARD.
268207	8 BRIARWOOD DR W	8 BRIARWOOD W - CROWDER AND GULF HIT CITIZENS MAILBOX AND KNOCKED IT DOWN AND PUT DEEP RUTS IN HER YARD. CITIZEN PROPPED MAILBOX UP FOR NOW, SO SHE CAN GET HER MAIL. ALSO NEIGHBOR ACROSS THE STREET RUTS IN HER YARD. CM
268306	1123 43RD AVE	1123 43RD AVE CONTRACTOR HIT AND BROKE HER BRICK MAILBOX. DID NOT LEAVE A NOTE OF ANYTHING. NEIGHBOR HAPPENED TO SEE IT AND TOLD HER. CM
268417	2224 20TH AVE	DEBRIS CONTRACTOR HIT GATE AT ALLEY BEHIND PROPERTY & SHE IS WORRIED HER DOGS WILL GET OUT-SHE HAS IT BLOCKED FOR NOW AND SAYS IT MAY BE AN EASY REPAIR-MIGHT BE ABLE TO JUST PULL IT BACK INTO PLACE
268465	509 W TRACY DR	DEBRIS CONTRACTORS TORE HER YARD UP AND SHE WOULD LIKE IT REPAIRED. LOOKS LIKE SOMEONE TOOK SHOVELS TO IT. XM
268502	12157 MCCANDLISS DR	DAMAGE BY DEBRIS CONTRACTOR MAILBOX & FENCE DAMAGED INCIDENT# DP-2020-58567
268503	12 40TH ST	DAMAGE BY DEBRIS CONTRACTOR FENCE DAMAGED INCIDENT# DP-2020-58435
268505	2053 PARK PLACE DRIVE	DAMAGE BY DEBRIS CONTRACTOR DAMGE POWER SERVICE INCIDENT# DP-2020-583986
268506	834 COMMERCE ST	DAMAGE BY DEBRIS CONTRACTOR FENCE DAMAGED; HOMEOWNER SETTELED FOR \$300 INCIDENT# DP-2020-57732

268510	11259 S RIVER RD	DAMAGE BY DEBRIS CONTRACTOR MAILBOX DAMAGED
268549	518 W TRACY DR	DAMAGE BY DEBRIS CONTRACTOR RUTS IN YARD
268550	11221 HENDRY RD	DAMAGE BY DEBRIS CONTRACTOR RUTS IN YARD
268591	40 JADE CT	CONTRACTOR DAMAGED MAILBOX WHILE PICKING UP DEBRIS
268634	1610 GULF AVE	The citizen called stating that the contractor was picking up debris at her mother's house 1610 Gulf Avenue, Gulfport, MS and they pushed the debris up against the fence and damaged it. She would like to have someone give her a call back ASAP.
268691	2224 BULLIS AVE	Description: 2224 Bullis Ave the debris contractor left huge ruts all along her fence line, and will not be able to even mow it it is so bad. Left a horrible mess too. cm
268748	12357 THREE RIVERS RD	DEBRIS CONTRACTOR DAMAGE DAMAGED MAILBOX INCIDENT# DP-2020-64982
268836	205 DARBY ST	CONTRACTORS DUG HOLE WHEN DUG UP DEBRIS PILE-- 3FT X 5FT
269030	10660 SHARP BLVD	CONTRACTOR HIT WATER/CABLE LINE--THOSE WERE REPAIRED BUT THERE IS A BIG HOLE LEFT WHERE THEY DUG UP RESIDENT'S YARD TO GET DEBRIS
269331	11 HEATHER LN	When the trash service came out to clean up storm debris a couple weeks ago, they left a hole in the ground. Her landlord says it needs to be filled and she feels it's the City's responsibility as they are the ones who left the hole. Please call to discuss.
269410	12309 WINDWARD DR	The citizen called stating that one of the trucks cut across the property and has left a 10 ft X 1ft rut/ ditch in his yard and would like to have it repaired @ 12309 Windward Drive,
269675	2238 32ND ST	DAMAGE BY DEBRIS CONTRACTOR DAMAGED MAILBOX INCIDENT # DP-2021-69280
269679	2221 21ST AVE	DAMAGE BY DEBRIS CONTRACTOR CONCRETE DAMAGE; SEE ATTACHED EMAIL
269751	16226 ROBINSON RD	RESIDENT REPORTED THE CONTRACTOR DAMAGED HER MAILBOX DURING THE DEBRIS ON SATURDAY MORNING 1/9/21 PICTURES ARE ATTACHED.
270058	831 25TH ST	CONTRACTOR PUSHES ALL THE DEBRIS FROM THE ALLEY INTO STREET, TORE HER YARD UP AND LEFT A MESS. SHE WILL BLAME THE CITY IF SHE LOSES HER TENANT BECAUSE HE IS MAD. CM
270220	1615 3RD ST	CONTRACTOR RIPPED UP THE FENCE WHEN PICKING
271556	15670 PARKWOOD DR S	CROWDER GULF LEFT ABOUT 10 DEEP HOLES IN FRONT YARD, VERY DEEP AND WOULD LIKE TO HAVE THEM FILL THESE IN SO GRASS CAN GROW. HIS YARD WAS USED TO PLACE THE ONE BIG PILE ON.

**AGREEMENT BETWEEN THE OWNER OF
GULFPORT AND MISSISSIPPI DEEP SEA FISHING RODEO, INC., FOR USE OF THE
BARKSDALE PAVILION AND RELATED AREAS LOCATED AT/NEAR THE NORTHEAST
CORNER OF THE GULFPORT SMALL CRAFT HARBOR AND RELATED AREAS**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2020, by and between the OWNER of Gulfport, Mississippi (hereinafter called OWNER) and Mississippi Deep Sea Fishing Rodeo, Inc., (hereinafter called TENANT) for the use of the Barksdale Pavilion which is located at/or near the Northeast corner of the Gulfport Small Craft Harbor and related areas, including the Leo Seal Pavilion (hereinafter collectively called the PAVILION), pursuant to the terms and conditions and under the authority hereinafter set forth:

IT IS HEREBY AGREED:

1. **SCOPE OF AGREEMENT:** OWNER shall permit TENANT exclusive use of the PAVILION for the date/s set forth in the Application for Use for 2021, which is attached hereto as Exhibit "A" and for comparable dates in 2022-25 (to be agreed to by OWNER and TENANT).
TENANT shall utilize the said PAVILION only for the event (hereinafter, the EVENT) noted in the Application for Use and further in accord with the terms and conditions contained herein.
2. **CONSIDERATION.** As consideration for OWNER'S agreement to allow TENANT to have exclusive use of the PAVILION, TENANT shall pay to OWNER and OWNER agrees to accept from TENANT the sum total of \$6,500.00.00 per year payable in full (less the deposit amount provided for elsewhere herein) thirty (30) days prior to the start of each annual event.
3. **GENERAL PROVISIONS:**
 - a. **SET UP/BREAK DOWN:** included in the consideration set forth is three days for set up in advance of the event and two days for break down immediately following the event or as otherwise agreed to by OWNER and TENANT. It is understood that the OWNER reserves the right, solely at its discretion, to make an additional charge should additional time be required for set up and/or break down.
 - b. **SECURITY:** TENANT shall be responsible for all security arrangements and payments. At least 30 days prior to the event, TENANT shall consult with the OWNER concerning OWNER'S requirements as to security. Failure of TENANT to provide security as required by OWNER shall constitute a default under this Agreement.
 - c. **FURNISHINGS:** TENANT shall be responsible for making all arrangements regarding any/all furnishings (i.e., tables, chairs, risers, stages, etc) that TENANT requires for the

- event. Notwithstanding, the OWNER shall provide fencing and windscreen adequate to meet TENANT's minimum requirement for space security.
- d. LITTER CONTROL: TENANT shall be responsible for any and all trash/litter/garbage clean up in and around the PAVILION and the grounds and parking surrounding the same, to include restrooms. OWNER shall provided 55 gallon drums for litter control.
 - e. RESTROOM FACILITIES: TENANT shall be responsible for making all arrangements regarding restroom facilities to be used for the event. At least 30 days prior to the event, TENANT shall consult with the OWNER concerning OWNER'S requirements as to restroom facilities. Failure of TENANT to provide restroom facilities as required by OWNER shall constitute a default under this Agreement.
 - f. SPECIAL EVENTS OR HAZARDS: Lessee shall furnish, with the Application for Use, a list of all events or activities to be staged at the PAVILION, or otherwise sponsored as part of the event. No special events or activities shall be held in connection with the event that are excluded from TENANT'S liability insurance coverage, unless a separate policy is furnished for the excluded activities naming the OWNER as an additional named insured and fulfilling the same requirements and liability limits as specified elsewhere herein. Holding of any such activities excluded from the coverage and not specifically approved by the OWNER for the event shall constitute a default under this Agreement and shall be ground for immediate termination of the event by the OWNER of Gulfport. OWNER shall have the right to refuse to allow any special activity deemed by the OWNER to be extra hazardous in nature. The OWNER shall further have the right to require, as a condition precedent to the holding of meeting all other requirements herein, that additional insurance (increased coverage) be furnished to cover the event or activity.
 - g. In years during the term of this agreement where the City cannot provide the "Leo Seal Pavilion" due to storm damage, OWNER shall allow TENANT, without payment of additional compensation, to use the OWNER's stage (with roof) in lieu thereof.
4. CONTRACT DOCUMENTS. The Contract Documents which comprise the entire agreement between OWNER and TENANT, consist of this Agreement, the Application for Use (including any attachments thereto) and the area usage map attached hereto as Exhibit "B". There are no Contract Documents other than those listed or incorporation herein. No prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto.

5. TERM. The term of this Agreement shall be for the dates specified in the Application for Use and for comparable dates in 2021-25 (as agreed to by OWNER and TENANT).
6. DEPOSIT. Fifty percent (50%) of the consideration set forth herein for 2021 shall be paid by TENANT to OWNER at the time the Application for Use is submitted.
7. TERMINATION. If for any reason, TENANT violates any part of this Agreement, OWNER has the right and authority to terminate this agreement immediately and cancel all or any remaining portion of the event. In case of termination/cancellation due to default of contract on the part of TENANT, TENANT may forfeit any deposits and/or consideration paid to OWNER to offset any costs of cancellation. Further, OWNER reserves the right to cancel the event at any time should the PAVILION become unavailable for short term rental purposes or in the event of fire, natural disaster or any unforeseen emergency. In case of termination/cancellation by OWNER due to unavailability, fire, natural disaster or unforeseen emergency, OWNER shall refund any amounts paid to it by TENANT (deposit and/or consideration). In case of termination/cancellation by TENANT, if such termination/cancellation occurs 90 or more days from the date of the event, any and all sums paid to the OWNER as Deposit and/or consideration shall be refunded by OWNER to TENANT; if such termination/cancellation occurs 30-89 days from the date of the event, 50% of any and all sums paid to the OWNER as Deposit and/or Consideration shall be refunded by OWNER to TENANT; if such termination/cancellation occurs fewer than 30 days prior to the event, TENANT forfeits all sums paid to OWNER for deposit and/or consideration. Further, TENANT acknowledges that it understands that a new governing authority for the City of Gulfport assume office on July 1, 2017, and that on and after that date, this Agreement shall be voidable by the City's governing authority for any or no reason, unless, on or after July 1, 2017, the governing authority acts to ratify this Agreement.
8. ASSIGNABILITY AND SUBCONTRACTING. TENANT shall not assign any interest in this Agreement, and shall not transfer any interest in same without the prior written consent of the OWNER thereto.
9. DISCRIMINATION. TENANT understands that OWNER is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and TENANT agrees during the term of this Agreement to adhere strictly to this Policy in its employment practices and provision of services.

10. **INDEMNITY.** TENANT and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the OWNER and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including, without limitation, attorneys' fees, which in any way arise out of or relate to any acts of omission or commission of or attributed to TENANT and/or its agents, servants, employees, visitors, invites, guests, and representatives, including, but not limited to, those asserted as negligent, gross negligent, and/or intentional. Further, TENANT assumes full possession and control of the PAVILION to be exercised according to this Rental Agreement, the rules and regulations of the OWNER and standards of care legally enforceable against the property or OWNER, and the TENANT assumes full responsibility for the event(s) and any and all accidents on the premises, and liability for all losses, expenses, damages, demands, and claims, if any, in connection with or arising out of any personal injury, including death, or damage or claims of damages to property sustained or claims to have been sustained in connection with or to have arisen in any way out of conduct of the business or activity by the TENANT on or about the property leased herein during the term of this Lease, and the TENANT agrees to take all reasonable steps to avoid creation of a hazard, and indemnifies and agrees to hold harmless the City of Gulfport from any and all such claims of liability.
11. **SEVERABILITY; NON-ENDORSEMENT.** If any word, clause, sentence, paragraph, condition, provision, or term of this Agreement is or hereafter becomes legally unenforceable, the same shall be severed from this Agreement, and all remaining provisions of this Agreement shall be unaffected, and shall be interpreted in accordance with the express written intention of this Agreement.
12. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, and any litigation with respect thereto shall be brought in the courts of Harrison County, Mississippi. The TENANT affirmatively states that it is aware and understands that it is solely responsible for procuring all permits and permissions to conduct the event outlined in the Application for Use as may be required by any applicable law, statute, ordinance or regulation. The TENANT further states that it is aware and understands that it is responsible for ensuring that all applicable laws, statutes, ordinances, regulations or other governmental rules, federal, state or local, are followed and/or complied with in the execution of the scope of agreement found herein.
13. **INSURANCE.** TENANT shall maintain general liability insurance, with a minimum coverage limits of two million dollars (\$2,000,000.00) "per occurrence" which shall cover all activities

related to the event sponsored at the PAVILION by TENANT and any claims that may arise against TENANT in connection with the services to be furnished pursuant to this contract. TENANT shall maintain workers compensation insurance, within the limits required by law and/or employees liability insurance. TENANT shall name the OWNER of Gulfport as an additional named insured on all TENANT's policies required hereunder. TENANT shall inform and notify the OWNER in writing within fourteen (14) days of any claims of liability resulting from the execution of the work required by the scope of work herein. TENANT shall provide a copy of the applicable insurance policies, as proof of insurance coverage, to the OWNER in sufficient time in advance of the event that the same may be reviewed by the City Attorney and/or the OWNER's insurance advisors. OWNER shall have the unconditional right to refuse to approve any policy of insurance, or the holding of any event, where in its sole discretion, OWNER is not adequately insured against the risk involved.

14. NOTICES. Official notice to the TENANT shall be to the mailing address identified below unless a change of address is provided to OWNER in writing. Notice to OWNER shall be to Mayor, OWNER of Gulfport, 2309 15th Street, Gulfport, MS 39501 with a courtesy copy to OWNER Attorney at same address. All official notices shall be in writing and served by U. S. Mail or by hand delivery.
15. OFFICIAL APPROVAL OF CONTRACT/AMENDMENT. This Contract shall take full force and effect only after it is approved by the City of Gulfport and signed by the designated representative of the OWNER and also signed by the TENANT. The date of last signature shall be the effective date. Any Amendment to this Contract shall be in writing and require official approval by the Governing Authority and be signed by the designated representative of OWNER and the TENANT.
16. AUTHORITY TO EXECUTE. It is acknowledged by signature below that the undersigned is an authorized and proper agent and representative of TENANT and that he or she signed this agreement with full authority and on behalf of the TENANT.

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

This Agreement will be effective on _____, 2021 (latest of the dates below and the effective date of this Agreement).

OWNER:

TENANT:

CITY OF GULFPORT, MISSISSIPPI

**MISSISSIPPI DEEP SEA FISHING
RODEO, INC.**

BY: _____

BY: _____

ADDRESS:

ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: _____

DATE: _____

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2021, the following Resolution:

A RESOLUTION OF THE GULFPORT CITY COUNCIL APPROVING LETTER AGREEMENT WITH ELECTION SYSTEMS & SOFTWARE (ES&S), AND FOR RELATED PURPOSES

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

WHEREAS, pursuant to Mississippi law, the City of Gulfport will hold a Municipal party primary election, a primary run-off election (if needed) and a general election in the spring of 2021 at which time the registered voters of the City of Gulfport will determine who will lead the City for the next four years as Mayor and as members of the City Council; and

WHEREAS, in order to facilitate the conduct of said elections, it is necessary to engage Election Systems & Software to provide software and support associated with the use of the voting machines used in the aforementioned elections at the cost set forth in the Letter Agreement found at Exhibit "A" hereto; and

WHEREAS, the City finds that entry into the Letter Agreement with Election Systems & Software found at Exhibit "A" hereto 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 the Letter Agreement between the City of Gulfport and Election Systems & Software, as attached hereto as Exhibit "A", be and the same is hereby approved and the Municipal Clerk

(or Deputy Municipal Clerk), sitting as the election official, be and he is hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2021.

MAYOR



February 2nd, 2021

Re: Municipal Election Support

Quote # - ESS-1205

City of Gulfport
Gerard Bellocq
1410 24th Avenue
Gulfport, MS 39510
P.O. Box 1780-39502
Phone: 228-868-5756
Fax: 228-868-5704
e-mail: gbellocq@gulfport-ms.gov

Dear Mr. Bellocq,

ES&S is pleased to offer to you the following pricing for your 2021 Municipal Election Support.

April 6th, 2021 Municipal Primary Election Support

5 Days of County Tech Support @ \$1,200/per day - \$6,000.00

Database Coding Support - \$1,750.00

Electionware Laptop Rental - \$875.00

Total - \$8,625.00

April 27th, 2021 Municipal Primary Runoff Election Support

5 Days of County Tech Support @ \$1,200/per day - \$6,000.00

Electionware Laptop Rental - \$875.00

Database Coding Support - \$1,750.00

Total - \$8,625.00

June 8th, 2021 Municipal General Election Support

5 Days of County Tech Support @ \$1,200/per day - \$6,000.00

Database Coding Support - \$1,750.00

Electionware Laptop Rental - \$875.00

Total - \$8,625.00

Purchase of 20 USB Sticks @ \$105/each plus shipping - \$2,100.00

Considerations that impact pricing:

1. Pricing is valid for 60 days.
2. Price includes all travel and expenses.
3. All Sales, Services and Licenses are subject and bound to the terms and conditions of ES&S.

"Maintaining Voter Confidence. Enhancing the Voting Experience."

11208 John Galt Boulevard • Omaha, NE 68137 USA • Phone: 402.593.0101 • Toll-Free: 1.800.247.8683 • Fax: 402.593.8107 • www.essvote.com



Thank you again for the opportunity to quote your municipal election support. We would ask that you please approve this proposal by signing and returning so that we can secure the necessary resources needed to support this service. Please feel free to call with any questions you might have pertaining to this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bill Lowe', is written in a cursive style.

Bill Lowe
Election Systems & Software
Account Manager - State of Mississippi
5738 Hwy 80 West Suite C
Jackson, MS 39209
Phone – 601-922-2476
Cell – 601-497-4769
Fax – 601-922-8475

Election Official Approval

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 _____, 2021, the following Resolution:

A RESOLUTION OF THE GULFPORT CITY COUNCIL APPROVING SUBMISSION OF APPLICATION FOR VOLUNTARY ACCREDITATION AND ACCREDITATION AGREEMENT WITH THE AMERICAN PUBLIC WORKS ASSOCIATION, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport’s Public Works Department was accredited by the American Public Works Association on November, 1, 2016, becoming one of only 118 accredited agencies in the United States and Canada and the only one in the State of Mississippi; and

WHEREAS, it is necessary to submit an “Application for Voluntary Accreditation” to ensure re-accreditation (see cumulative Exhibit “A” hereto); and

WHEREAS, the City of Gulfport must also execute an “Accreditation Agreement” as part of the re-accreditation process (see cumulative Exhibit “A” hereto); and

WHEREAS, authorization to submit the “Application for Voluntary Accreditation” and to approve execution of the “Accreditation Agreement” is in the best interest of the City of Gulfport.

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 submission of the “Application for Voluntary Accreditation” be and the same is approved hereby and that the “Accreditation Agreement” be and the same is hereby

approved and the Mayor is authorized to execute and deliver the same on behalf of the City of Gulfport.

SECTION 3. This Resolution shall be in full force and effect on and after passage and 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 _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2021.

MAYOR

Memorandum – City of Gulfport



PUBLIC WORKS

TO: Mayor Billy Hewes

CC: Dr. John Kelly, CAO
Ryan Merrill, Assistant Director of Public Works – Utility Billing
Tyler Gentry, Assistant Director of Public Works – Operations

FROM: Wayne E. Miller, P.E., Director of Public Works *WEM*

DATE: February 18, 2021

RE: **American Public Works Association Re-Accreditation**
1. Application for Voluntary Accreditation
2. Accreditation Agreement

I request permission to file an “Application for Voluntary Accreditation” with the American Public Works Association. This will be our first re-accreditation since becoming fully accredited on November 1, 2016, where we became the 118th agency to achieve this prestigious designation. The cost for this “Application for Voluntary Accreditation” is \$6,700. This fee will be taken from the existing Public Works Budget. I have also attached the “Accreditation Agreement”. I request the approval of this application and agreement to pursue this Re-Accreditation.

This organization has only 163 accredited agencies in the U.S. and Canada and we are the only one in Mississippi. The purpose of the accreditation program is to provide a means of formally verifying and recognizing public works agencies for compliance with the recommended practices set forth in the Public Works Management Practices Manual. It is a voluntary, self-motivated approach to objectively evaluate, verify and recognize compliance with the recommended management practices. The objectives of the accreditation program are to:

- Create impetus for organizational self-improvement and stimulate a general raising of standards;
- Offer a voluntary evaluation and education program rather than government regulated activity;
- Recognize good performance and provide motivation to maintain and improve performance;
- Improve public works performance and the provisions of services;
- Increase professionalism;
- Instill pride among agency staff, elected officials and local community.

Please place these items on the March 2, 2021 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

ACCREDITATION COUNCIL
OF THE
AMERICAN PUBLIC WORKS ASSOCIATION
APPLICATION
FOR
VOLUNTARY ACCREDITATION
Public Works Management Practices Manual - Ninth Edition

Identify if your agency is applying for initial Accreditation ☐ or Re-Accreditation ☒

Agency Name: * City of Gulfport, Mississippi - Public Works

*An entire operating division of a public works agency can apply for accreditation if it is a separate, semi-autonomous unit of government.

Street Address: 4050 Hewes Avenue

City: Gulfport State: MS Zip: 39507

Mailing Address: _____
(if different from street address)

City: Gulfport State: MS Zip: 39507

• Parent Agency's Chief Executive Officer: Billy Hewes

Title: Mayor

• Public Works Agency's Chief Executive: Wayne E. Miller, P.E.

Title: Director of Public Works

Phone: 228-868-5740 FAX: 228-214-2238 E-Mail wmiller@gulfport-ms.gov

APWA Member? ☒ - Yes, I.D. Number 696641 ☐ - No

• Public Works Agency's Accreditation Manager: Ryan D. Merrill, M.S.

Title: Assistant Director of Public Works

Phone: 228-868-5740 FAX: 228-868-5722 E-Mail rmerril@gulfport-ms.gov

APWA Member? ☒ - Yes, I.D. Number 780035 ☐ - No

Did you or someone from your office attend a workshop? ☒ Yes ☐ No

The applying agency is responsible for the Functional Areas, which are checked on the reverse side of this application form. The agency is responsible for addressing all recommended practices in the Functional Areas for which the public works agency has responsibility. Each area is covered by a separate chapter in the *Public Works Management Practices Manual* and forms the basis for fees charged for the accreditation process.

We hereby apply for voluntary accreditation by the Accreditation Council of the American Public Works Association. By this application, the agency acknowledges its commitment to accreditation and is willing to devote the resources necessary to complete the accreditation process. The agency is prepared to provide such information necessary for the Council to fairly evaluate the agency's eligibility for accreditation.

In addition, the agency, by execution of this application, agree to follow the processes as defined in the Accreditation Process Guide, including the biennial report.

Executed this ____ day of _____, 20__21.

By: _____, Title: Mayor

Billy Hewes

(typed or printed name)

Forward 2 copies of signed accreditation agreement, application, and statement of support from chief administrative officer and payment information to: APWA Accreditation Program, 1200 Main Street, Suite 1400, Kansas City, MO 64105.

DETERMINATION OF FEES AND APPLICABLE FUNCTIONAL AREAS

Which of the following functions does your agency administer, manage, or provide services -- either directly or through a contractor or outside vendor? The agency must indicate a chapter as YES (Applicable) if they take the lead responsibility of 50% or more of the practices. If the agency is responsible for less than 50% of the practices, the chapter may be marked as NO (Not Applicable) with an explanation way. When chapters are not 100% applicable, provide the practice number(s) in the Comments column of those which do apply to the agency.

FUNCTIONAL AREA (Chapter Number)	YES	NO	REASON FOR NON-RESPONSIBILITY OR COMMENTS
Chapter 1-9	X		Required for all agencies
Planning and Development (10)	X		
Code Enforcement (11)		X	Non-Jurisdictional - Non Applicable
Engineering Management (12)	X		
Bid Process (13)	X		
Project Management (14)	X		
Right-of-Way Management (15)	X		
Utility Coordination (16)	X		
Facilities Management (17)		X	Non-Jurisdictional - Non Applicable
Equipment and Fleet Management (18)	X		
Parks, Grounds, and Forestry (19)		X	Non-Jurisdictional - Non Applicable
Solid Waste Management (20)	X		
Solid Waste Collection (21)	X		
Solid Waste Recycling and Reuse (22)		X	22.1-22.6 Apply Non-Jurisdictional - Non Applicable
Solid Waste Disposal (23)		X	Non-Jurisdictional - Non Applicable
Street Maintenance (24)	X		
Street Cleaning (25)	X		
Snow and Ice Control (26)		X	Geographically Tropical Region - Non Applicable
Stormwater and Flood Management (27)	X		
Vector Control (28)		X	Non-Jurisdictional - Non Applicable
Potable Water Distribution System (29)	X		
Water Treatment (30)	X		
Wastewater Collection and Conveyance (31)	X		
Wastewater Treatment and Disposal (32)		X	Non-Jurisdictional - Non Applicable
Traffic Operations (33)	X		
Parking (34)		X	34.8 Applies Non-Jurisdictional - Non Applicable
Cemeteries (35)		X	Non-Jurisdictional - Non Applicable
Airports (36)		X	Non-Jurisdictional - Non Applicable
Transit Operations (37)		X	Non-Jurisdictional - Non Applicable
Bridges (38)		X	38.6 and 38.8 Applies Non-Jurisdictional - Non Applicable
Beach Management (39)		X	Non-Jurisdictional - Non Applicable
Asset Management (40)	X		
TOTALS (number of YES and NO, Chapters 10-40)	17	14	Yes and No columns must equal 31

Fees for accreditation are as follows: All applicants are responsible for Chapters 1 through 9 in the *Public Works Management Practices Manual*, regardless of functional responsibilities. Excludes on-site assessment costs, instructional and reference materials, subscriptions, consulting, or other services purchased directly from the American Public Works Association.

Each functional area is represented by a separate chapter in the manual. Conversely, each chapter will be counted as a functional area for determining accreditation fees.

Part A: Base Fee by Agency Population (2014 Census Data)

Select Appropriate Box	POPULATION		Amount
	Under 10,000	\$2,500	\$ 0
	10,001 to 25,000	\$3,500	\$ 0
	25,001 to 50,000	\$7,500	\$ 0
X	50,001 to 100,000	\$10,000	\$ 10,000
	100,001 to 250,000	\$13,500	\$ 0
	250,001 to 500,000	\$15,000	\$ 0
	500,001 to 1,000,000	\$17,500	\$ 0
	More than 1,000,000	\$20,000	\$ 0
	Subtotal Base Fee		\$ \$ 10,000

Part B: Functional Area Fee (Added to the Base Fee)

	FUNCTIONAL AREAS		Amount
17	Each additional chapter (chapters 10 through 40)	\$200 each	\$ 3,400
	Subtotal Functional Area Fee		\$ 3,400

Initial Accreditation Total Fee (Base plus Functional Area Fee) \$ 13,400

OR

Re-Accreditation Total Fee (Base plus Functional Area Fees, divide by 2) \$ 6,700



APWA Accreditation – Model Practice(s) Release Form

During your recent Accreditation or Re-Accreditation site visit, Model Practices were selected with the intent to share with outside agencies as they work through the self-assessment process. The selected model practices will be made available on APWA's website with members-only access.

By completing the signature block below, you are giving APWA permission to post your Model Practices and all supporting documents to APWA's website in a members-only area.

☒ I have read and understand the terms outlined above and give permission to APWA to post the agency's Model Practices and supporting documentation to APWA's website. (box must be checked)	
Agency Name:	City of Gulfport, Mississippi - Public Works
Full Name:	Wayne E. Miller
Date:	03/02/2021

Please return this signed and dated form to accreditation@apwa.net.

ACCREDITATION AGREEMENT

This Agreement is entered into between City of Gulfport, Mississippi ("the Agency") with principal offices located at 4050 Hewes Ave. Gulfport, MS 39507 and the American Public Works Association ("APWA"), an Illinois nonprofit corporation exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code with principal offices located at 1200 Main Street, Suite 1400, Kansas City, Missouri 64105.

APWA is an international educational and professional association of public agencies, private sector companies, and individuals dedicated to providing high quality public works goods and services. APWA has created the Accreditation Council ("the Council") to recognize public works agencies in having policies and practices addressing subject areas as set forth in the *Public Works Management Practices Manual* (the "Manual").

The Agency is responsible for directly or indirectly administering, managing or providing public works related services in 26 functional areas, more fully described on the Agency's Application for Accreditation, which is hereby incorporated into this Agreement. The Agency desires that APWA assess the Agency's practices for the Council to determine if the Agency is eligible for designation as accredited in accordance with the terms of this Agreement.

The parties, intending to be legally bound, agree as follows:

1. AGENCY RESPONSIBILITIES: The Agency shall:

1.1 Provide all information, including all documents, files, records, and other data as required by APWA except to the extent that the disclosure of such information is restricted by law (in which case, the Agency shall notify APWA that such information has been withheld);

1.2 Conduct a self-assessment as to compliance with recommended practices, including, without limitation, the practices set forth in the Manual ("Recommended Practices"), and provide full and accurate results thereof to APWA using software developed and approved by APWA;

1.3 Provide one or more persons to assist APWA's representatives ("Evaluators") in making the necessary inquiries and assessments of Agency information relative to compliance with the Recommended Practices; provide access to files and records and necessary facilities requested by the Evaluators during their inquiries; and

1.4 Respond to all communications from APWA promptly, but in no event later than ten (10) business days from the receipt thereof.

2. APWA RESPONSIBILITIES: APWA shall:

2.1 Provide necessary documentation, forms, and instructions regarding the accreditation process;

2.2 Provide Evaluators for the purpose of conducting an evaluation of the Agency's responses to the practices contained in the Manual;

2.3 Promptly analyze compliance data and advise the Agency of the results of the evaluation and the need for additional information, if any;

2.4 If the Agency is accredited, (a) provide an award, and (b) make available indicia of accreditation;

2.5 If the Agency is not accredited following an evaluation of its policies and practices, provide the Agency with reasons for the decision; and

2.6 Upon payment of the Agency of a \$1,000 appeal fee (which must be paid within sixty (60) days of notice by APWA of the reasons for the decision not to accredit the Agency), allow the Agency to appeal the decision of the Council (which fee shall be refunded if the Agency prevails on the appeal).

3. TERM:

3.1 This Agreement shall become effective when it has been signed by an authorized representative of each of the parties (the "Effective Date").

3.2 This Agreement shall terminate:

- (a) Upon execution of a Re-Accreditation Agreement between the Agency and APWA;
- (b) Either (i) thirty-six (36) months following the Effective Date of this Agreement or (ii) the expiration of any extension to the thirty-six (36) month period granted pursuant to Section 5.3 hereof, unless a successful evaluation is completed prior to such date;
- (c) Upon written notice by the Agency that it withdraws from the accreditation process;
- (d) Upon termination pursuant to Section 5.2 hereof; or
- (e) Upon expiration or revocation of the Agency's accredited status.

3.3 Any accreditation granted to the Agency shall have a term of four (4) years from the date of issuance. If the Agency has not executed a Re-Accreditation Agreement (and paid the fees required thereby) and scheduled the re-accreditation evaluation before the expiration of such four (4) year term, the accreditation shall lapse at the expiration of the four (4) year term and the Agency shall not thereafter hold itself out as being accredited by APWA. The evaluation may occur up to six (6) months prior to or following the accreditation expiration date without penalty upon agreement of both parties. The expiration date of the accreditation shall remain the same regardless of when the evaluation is conducted.

4. MODIFICATION: There shall be no modifications of this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.

5. TIME AND MANNER OF PAYMENTS:

5.1 The Agency may elect one of two options (lump sum or installment) for payment of the accreditation fee, which is not refundable. The Agency agrees to one of the following options by completing either subsection (a) or (b) below:

(a) Lump Sum Option

The Agency will remit to APWA a single payment in the lump-sum amount for processing of the accreditation of \$ 6,700.00 , upon the execution of this Agreement by the Agency.

The total amount of \$6,700.00 is herein remitted to APWA (payable by check to the order of American Public Works Association) via Check No. , or Purchase Order No. 222086 .

(b) Installment Option

The Agency will remit to APWA a total payment of for processing of the accreditation. The first installment of \$0.00 (50% of total fee) is due at the signing of this Agreement by the Agency. The second installment of \$0.00 (remaining 50% of fee) is payable at the end of the eighteenth (18th) month from the effective date of this Agreement or at the time of submission of the completed self-assessment and request for the evaluation, whichever occurs first.

The first installment of \$0.00 is herein remitted to APWA (payable by check to the order of American Public Works Association) via check number , or Purchase Order No. .

5.2 APWA will invoice the Agency for travel costs for the evaluation, including lodging, meals and transportation in accordance with the Staff Travel Reimbursement Policy and Volunteer Travel Reimbursement Policy. An itemized invoice will be delivered to the Agency within sixty (60) days of completion of the evaluation. APWA reserves the right to terminate this Agreement if such payment is delinquent by more than sixty (60) days, and APWA shall not be obligated to refund any fees previously paid.

5.3 The Agency may request and extension of the evaluation by submitting the applicable form and paying a fee as follows:

- a) For initial applicants, if the Agency requires more than thirty-six (36) months to complete a successful evaluation, the Agency may request a twelve (12) month extension to this Agreement. If the extension is granted, the Agency agrees to pay a nonrefundable extension fee amounting to twenty-five percent (25%) of the accreditation fee then in effect for that additional period. The Agency may continue to request an additional extension every twelve (12) months thereafter, and agrees to pay the additional twenty-five percent (25%) extension fee, until a successful evaluation has been achieved or this Agreement has been terminated in accordance with Section 3.2 hereof. If approved for an extension, the Agency must move to the current or most immediate previous edition of the Manual if such is not already in use. No additional fee will be levied where APWA is the cause of the inability to complete the evaluation within the thirty-six (36) month period (e.g., if APWA were to cancel a scheduled evaluation or if APWA were to be unable to schedule the evaluation on any of several dates reasonably proposed by the Agency).
- b) For currently accredited agencies, if the Agency requires more than six (6) months beyond their accreditation expiration date to complete a successful evaluation the Agency may request a twelve (12) month extension to this agreement. If the extension is granted, the Agency agrees to pay a non-refundable extension fee amounting to twenty-five percent (25%) of the accreditation fee then in effect for that additional period. No such additional fee will be levied where APWA is the cause of the inability to complete the evaluation within the twelve (12) month period (e.g., if APWA were to cancel a scheduled evaluation or if APWA were to be unable to schedule the evaluation on any of several dates reasonably proposed by the Agency). If approved for a twelve (12) month extension the expiration date of the accreditation shall be extended twelve (12) months from original accreditation expiration date. Only one twelve (12) month extension may be requested.

5.4 If the Agency's initial evaluation is not successful (i.e., work after the evaluation is required to achieve minimum compliance for accreditation), and the volume of review necessary for completion would require an additional evaluation(s), the Agency shall reimburse APWA for costs for the subsequent evaluation per the terms of Section 5.2. Additional evaluation(s) must be completed within six (6) months.

6. CONFIDENTIALITY:

6.1 APWA shall receive and hold confidential any and all nonpublic: (i) reports, files, records and other data obtained from the Agency pursuant to this Agreement and (ii) materials developed by APWA in the furtherance of its responsibilities under this Agreement ("Confidential Information"). APWA shall use reasonable commercial efforts substantially similar to the efforts APWA uses to protect its own confidential information to prevent the disclosure, distribution, or release of the Confidential Information to any person or organization, except authorized Agency officials, employees or agents, or upon order of any court, state or federal. Notwithstanding anything in this Agreement to the contrary including the above, APWA is specifically authorized, but not required, in the exercise of its sole discretion, to conduct a meeting open to the public regarding the Agency's candidacy for accreditation or its continued compliance with applicable standards, including but not limited to all factual matters relating to the assessment, appraisal, and determination of accreditation and all comments which form a basis for the opinion either in favor of or against accreditation, unless specifically notified by the Agency in writing to the contrary, in

which case such meeting shall be closed to the public. Nothing herein shall be construed to require APWA to conduct all or part of its meeting in public, including but not limited to the right of APWA, in the exercise of its sole discretion, to terminate a meeting open to the public at any time and conclude such meeting in a session closed to the public.

6.2 In response to inquiries concerning the accreditation status of the Agency, APWA's reply shall be limited to identifying the Agency's then current status. All other requests for information will be directed to the Agency.

7. **NEWS RELEASES:** Notwithstanding any provision of this Agreement to the contrary,

7.1 APWA shall have the right to identify the Agency in news releases and its publicity program after the Agency's evaluation has been scheduled, to identify the Agency as seeking accreditation.

8. **APWA AS AN INDEPENDENT CONTRACTOR:** For all purposes under this Agreement, the parties are independent contractors as to one another and neither shall be deemed to be an employee, agent, franchise, partner, or legal representative of the other. Except as specifically set forth herein, neither party shall have any authority to create or assure any obligation on behalf of the other. Each party shall pay and discharge any and all obligations it may incur to federal, state, or local governments for estimated income taxes, Social Security contributions, and the like.

9. **INTEGRATION:** This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto relating to the subject matter hereof.

10. **SEVERABILITY:** If any provisions of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which is held invalid shall not be affected hereby.

11. **CHOICE OF LAW; JURISDICTION AND VENUE:** This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the law of the State where the principal office of the Agency is located. Any arbitration or action to interpret or enforce any right or obligation hereunder shall be brought in the state or federal courts sitting in the jurisdiction encompassing Agency's principal office and the parties irrevocably consent hereby to jurisdiction and venue in any such court.

12. **WARRANTY NOT INTENDED OR IMPLIED:** It is understood that the award of accreditation represents that only that APWA and/or the Council has determined, based in part on information supplied by the Agency, that the Agency has policies and practices addressing the Recommended Practices, but neither APWA nor the Council is making any representations that such policies or practices are adequate or appropriate for the Agency. The Agency is solely

responsible for determining whether its policies and practices are adequate and appropriate and the award of accreditation is not a substitute for the Agency's ongoing and in-depth monitoring and evaluation of its activities and the quality of its services. The Agency shall not make any oral or written disclosure, comment or announcement which conflicts with the provisions of this Section

12. Any oral or written statement by Agency regarding its accreditation status shall comply with any requirements made known to Agency from time to time.

13. **WAIVER:** Any waiver by APWA of any breach of this Agreement by the Agency shall relate only to that particular breach and shall not amount to a general waiver.

14. **NOTICE:** Any notice between the parties shall be in writing, postage prepaid, to the addresses as specified in the preamble of this Agreement or to such other address as either party may specify in writing in accordance with this section.

15. **HEADINGS:** The heading of this Agreement shall not be deemed part of it and shall not in any way effect its construction.

16. **ESTABLISHMENT OF RECOMMENDED PRACTICES:** The Agency and APWA agree that the Manual shall be the basis for the self-assessment conducted by the Agency and the evaluation conducted by APWA. The Agency's self-assessment, and APWA's subsequent evaluation, shall both be based upon the edition of the Manual selected per the requirements of the Accreditation Process Guide.

17. **ASSIGNMENT:** The Agency shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of APWA.

18. **DISPUTE RESOLUTION:** Any dispute or claim arising out of or related to this Agreement, or the interpretation, making, performance, breach, validity, or termination thereof, shall be settled by binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of American Arbitration Association ("Rules"), with judgment upon the award rendered by the arbitrator to be entered in any court of competent jurisdiction. The arbitrator shall be selected according to the Rules. The arbitrator may award to the prevailing party, if any, as determined by the arbitrator, all of its costs, expenses and fees, including, without limitation, administrative fees, arbitrator fees, travel expenses, out-of-pocket expenses (including, without limitation, such expenses as copying, telephone, facsimile, postage, and courier fees), witness fees, and reasonable and actual attorneys' fees. The arbitration shall be conducted in the venue identified in Section 11 above.

[Remainder of Page Intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the Agency has caused this Agreement to be executed in duplicate on this _____ day of _____, 2021

By: _____

Billy Hewes
(Typed name)

Mayor
(Title)*

*Title of the Agency's Chief Executive Officer or Chief Elected Official and title and that of the appropriate civil authority in the event such signature is required to effect this Agreement. If not required, please so note in this signature block.

IN WITNESS WHEREOF, APWA has caused this Agreement to be executed by the Director of Education and Credentialing for the American Public Works Association, acting on its behalf.

By: _____
Becky Stein
Director of Education and Credentialing

_____/_____/_____
Date



Memorandum — City of Gulfport

PUBLIC WORKS

To: Connie Debenport, Purchasing

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

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

WEM

Date: 2/18/2021

Re: **Recommendation to Approve Planned Maintenance Agreement**
- Core Logistical Solutions

Attached for your consideration is the Planned Maintenance Agreement with Core Logistical Solutions. The cost of these services shall not exceed \$779.85

The scope of the services includes, but is not limited to, lubrication where applicable with manufacturer approved materials, minor adjustments to extension springs or torsion springs, inspection on damage, checking fasteners and hardware, check safety devices, cycle equipment to test functionality, reset limits, and file report outlining potential issues along with recommendations.

No additional funds are needed at this time. These funds will be taken from the existing Public Works Budget.

I recommend approval.

Please place this item on the March 2, 2021 Council Agenda.

Attachments: 1. Planned Maintenance Agreement

Servicing All of Louisiana and Mississippi

Phone: 888-265-2721

Agreement # KM2580

Date 2/2/2021



Planned Maintenance Agreement

Planned Maintenance shall include but not limited to: inspection and routine maintenance of equipment within the manufactures suggested guidelines.

- Lubrication where applicable with manufacturer approved materials
- Minor adjustments to extension springs or torsion springs
- Inspection on damage ore wear looking for and identifying future component failure
- Checking fasteners and hardware
- Check safety devises when applicable
- Cycle equipment to test functionality
- Reset limits (where applicable)
- File report outlining potential issues along with recommendations

Total # of; Docks _____, Doors 18, Other (supplies) 3, Other () _____
Price per; Docks \$ _____, Doors \$ 25.00, Other () \$ 9.95, Other () \$ _____

Scissor lift: Yes or No Scissor lift price: \$ 300.00 Notes; _____

Grand total \$ 779.85

Both parties agree that the foregoing constitutes the entire agreement between them; and represents no warranties, nor guarantees which are not contained herein.

This agreement will continue for a period of 12 months from the date signed but may be canceled at any time by either party on a thirty-day written notice. (This is an agreement only and not a contract. The sole purpose of this agreement is to clarify the planned maintenance program and secure the promotional pricing agreed upon within).

CLS provides 24-hour service and while under this agreement there are no additional fees for after hour or weekend emergency service and repair call outs!

- Flat Labor rate for duration of agreement are 145.00 per hr.
- Plan how to best utilize your maintenance budget and improve unexpected downtime!
- Proactively plan for maintenance issues and reduce unexpected down time as much as 75%!
- Have a service repair need after hours or on a weekend? Rates are the same 24 hours a day while under this agreement!

PO Number Required: Yes / No Blanket PO: Yes / No Blanket PO Number _____

City of Gulfport		
Customer Name	Signature of Authorized Contact	Date
4050 Hewes Ave		
Address		

Gulfport	MS	39501	
City	State	Zip Code	Signature of CLS Representative

PO Box 7962, Gulfport, MS 39506

Servicing All of Louisiana and Mississippi

Phone: 888-265-2721

Agreement # KM2580

Date 2/2/2021



Planned Maintenance Agreement

Equip Type	Loc	Make	Model	Serial Number	Frequency
RS	Storage Warehouse	OHD		2283774-I	Annual
RS	Storage Warehouse	OHD		2283774-I	
RS	Storage Warehouse	OHD		2283724-I	
RS	Storage Warehouse	OHD		2283774-I	
Section	Parts house	Wayne Dalton		7152078-I	
Section	Parts house	Wayne Dalton		NA	
RS	Inside			NA	
RS	Inside			NA	
RS	Maint. Shop	Raynor		937913	
RS	Maint. Shop	Raynor		953563	
RS	Maint. Shop	Raynor		937913	
RS	Maint. Shop	Raynor		9580472	
RS	Maint. Shop	OHD		9580471	
RS	Break rm	OHD		NA	
RS	Maint. Shop	OHD		NA	
RS	Maint. Shop	OHD		22837742	
RS	Maint. Shop	OHD		11289062	✓

Total number of units 18

Servicing All of Louisiana and Mississippi

Phone: 888-265-2721

Agreement # KM2580

Date 2/2/2021



Planned Maintenance Agreement

Richard Thorsten

Authorized Contact

Rthorsten@gulfport-ms.gov

E-mail address

228-868-5840

Direct line

Managment

Department or Building

Authorized Contact

E-mail address

Direct line

Department or Building

Start Date of PM

Billing instructions: _____

Best time to perform Planned Maintenance: _____ Time of day Week day Day of the week

Requirements:

_____ Site orientation _____ Security clearance _____ Pre-qualification task

If so explain _____

Safety wear:

____ hard hat ☒ steel toe shoes ____ ear protection ☒ safety glasses ____ clean shaven ☒ harness

____ breathing apparatus ____ reflector vest ____ long sleeves ____ fire watch ☒ operator certificate

☒ Full compliance to Covid PPE _ ____ other

Site map: (ask customer if they have one) **See Attached**



MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

P.O. Box 1780
Gulfport, MS 39502
Phone: 228-868-5740
Fax: 228-214-2238

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Wayne E. Miller, P.E., Director of Public Works
Jerry Bellocq, Finance

Public Works & Engineering
4050 Hewes Ave
Gulfport, MS 39507

EDM

From: Ryan Merrill, Assistant Director of Public Works – Utility Billing Division

Date: February 19, 2021

Re: Recommendation to Approve Upgrade to In-House GIS Data for CitySourced Geocoding.

The Department of Public Works, Utility Billing Division, is requesting approval to upgrade the geocoding data used in the Gulfport Connect App (CitySourced) from the default Google Geocoder data to our in-house GIS data.

Using our GIS geocoding data will improve the 7%-10% addressing errors that 311 has been experiencing since inception in 2018. These errors inadvertently send our crews in the field to the wrong locations and create inefficiencies. The GIS data has been tested by CitySourced and met their standards. Additionally, the in-house GIS geocode data is the same map data used in Cityworks by Public Works, Utility Billing, 311 Call Center and Urban Development; therefore, using the same data across the board will be more accurate, up-to-date and uniform with the rest of the City.

Initial cost to upgrade to our in-house GIS data will be \$4,800.00, plus the first year's maintenance of \$3,600.00, will total \$8,400.00 for the first year. Annual maintenance will then be \$3,600.00 per year, and will be funded within each fiscal year's budget.

I recommend approval of this upgrade.

Please place this item on the March 2, 2021 City Council Agenda.

CITYSOURCED, INC.
MOBILE APPLICATION AGREEMENT AMENDMENT #1

This Agreement Amendment (this "Amendment 1") is entered as of January 17, 2021 ("Agreement 1 Effective Date") by and between CitySourced, Inc. a company wholly owned by Rock Solid Technology, Inc. ("Provider") and City of Gulfport, MS, a municipal corporation, ("Subscriber") (hereinafter collectively referred to as the "Parties").

WHEREAS, Parties entered into the Mobile Application Agreement with an effective date of January 17, 2018 and

WHEREAS, the Parties wish to amend the terms of the Agreement in accordance with the provisions of the Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

SCHEDULE A - SOFTWARE SUBSCRIPTION PACKAGE: Schedule A Software Subscription Package as outlined below will be incorporated into the Agreement.

SCHEDULE A

SOFTWARE SUBSCRIPTION PACKAGE

Software Package Name	Fee	Term
	See below	The "Amendment 1 Term" shall be for three (3) calendar years from the Agreement 1 Effective Date (the "Termination Date"). Upon the expiration of Amendment 1 Initial Term, the term will continue to auto-renew to subsequent annual terms subject to any fee increases implemented by the Provider unless Subscriber notifies Provider in writing of its intention not to extend the term at least thirty (30) days prior to the Termination Date.

2. SOFTWARE FEES: Fees are locked in for Initial Term. After Initial Term, the Annual Recurring fees will increase three percent (3%) annually. Additionally, fees may be modified by Provider by written notice to subscriber thirty (30) days in advance of such modification. If Subscriber requests an integration or an integration is included as part of the Software Subscription Package, Subscriber must provide Provider the necessary publicly accessible web service endpoint(s) ("**Endpoints**"). The Endpoints must be standard, based on an official software release by the third party vendor, and cannot be modified in any way. If the Endpoints have been modified, additional fees may apply as determined by Provider.

Any and all custom software development performed by Provider not included in the fees below are billed at current hourly rates and subject to an agreed upon statement of work. All prices below are in US Dollars. *All checked apply:*

Product	One Time Setup	Annual Recurring
☒ CitySourced Service Requests	\$3,500	\$16,583
☒ Add On: Knowledge Base	\$1,200	\$0
☒ Add On: Geocoder	\$4,800	\$3,600
☒ Native iPhone Application	\$0	\$0
☒ Native Android Application	\$0	\$0
☒ Mobile Optimized HTML5 Application	\$0	\$0

3. PRICING SUMMARY:

Amendment 1 Term Setup Costs	\$9,500
Amendment 1 Term Setup Costs already paid	(\$4,700)
Amendment 1 Term Setup Costs already paid	(\$16,583)
Amendment 1 Term Annual Recurring Costs	\$20,183
Amendment 1 Term Year One (1) Total	\$8,400

ADDITIONAL TERMS: By signing this Amendment 1 or submitting a purchase order or other ordering document to Provider pursuant to this Amendment 1, Subscriber hereby orders the Products and other goods or services described in this Amendment 1. All payments are non-cancelable and non-refundable.

OTHER TERMS OF THE CONTRACT: The Parties agree that all other terms, conditions and obligations of the Agreement remain in effect throughout the term of the Agreement except for those provisions of the Agreement that are directly contradicted by this Amendment, in which event the terms of this Amendment shall control.

BINDING EFFECT: The covenants and conditions contained in this Amendment shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

CitySourced, Inc.:

Subscriber:

Rick Brown

CEO

(Name)

(Position)

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 _____, 2021, 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 #2 which are attached hereto as a part of Exhibit “A”, resulting in an INCREASE in contract costs (\$91,847.68) and an INCREASE in contract days (10 working days); 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 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 _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2021.

MAYOR



Memorandum – City of Gulfport

PUBLIC WORKS

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Gerard Bellocq, Finance
Jeremy Harrison, P.E., Assistant City Engineer
Tyler Gentry, Assistant Director of Public Works - Operations

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

WEM

Date: 2/18/2021

Re: Recommendation to Approve Supplemental Agreement No. 2 for Construction
-JLB Contractors, LLC.
-Seaway Road Pedestrian Pathway Project
-STP-9178-00(003) LPA/107512-701000

Attached for your consideration is Supplemental Agreement No. 2 for Construction with JLB Contractors, LLC. for the above referenced project in the additive amount of \$91, 847.68. This supplemental agreement is required to cover the cost due to the delay in the project and an extension of contract time by 10 working days. Pay items due to the delay includes: increase in material cost for asphalt, maintenance of traffic, mobilization, maintenance and storm preparation, bridge 2 delay, bollard storage, and site repairs. This agreement has been approved by MDOT.

NO additional funding is required at this time. The City's share will be 20% of the total project cost of \$1,362,410.79 which includes the CE&I contracts. 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 March 2, 2021 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments:

1. Supplemental Agreement No. 2 for Construction

February 17, 2021

Mr. Wayne Miller, P.E.
Public Works Director
City of Gulfport, Mississippi
4050 Hewes Avenue
Gulfport, MS 39507

RE: STP-9178-00(003)LPA/107512-701000
PO No. 205426
Seaway Road Pedestrian Pathway
City of Gulfport
Supplemental Agreement No. 2

Dear Mr. Miller:

Attached is Supplemental Agreement No. 2 for the above project with JLB Contractors, LLC in the amount of \$91,847.68. This supplemental agreement covers added pay items due to a delay in the project and an extension of contract time by 10 working days.

Please process this supplemental agreement at your earliest convenience. If you have any questions or need any additional information, please feel free to contact me at (228) 374-1211.

Sincerely,



Richie Ashley, P.E.
Project Manager
Neel-Schaffer, Inc.

Enclosures

Cc: file

City of Gulfport
Project No. STP-9178-00(003)LPA/107512-701000
SUPPLEMENTAL AGREEMENT NO. 2

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: At the request of the City to address funding issues and utility adjustments, the project was delayed; AND

WHEREAS: The Contractor is due a time extension and compensation for the delays; AND

WHEREAS: The contract changes, additional work and time extension are listed on the attached supplemental sheet(s); 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 current working days for the contract from 110 to 120, 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
403-A003	12.5mm, ST, Asphalt Pavement	(1213)	TON	\$95.00	(\$115,235.00)
403-A003	12.5mm, ST, Asphalt Pavement	(360)	TON	\$95.00	(\$34,200.00)
403-A003 S/A	12.5mm, ST, Asphalt Pavement	1213	TON	\$98.24	\$119,165.12
403-A003 S/A	12.5mm, ST, Asphalt Pavement	360	TON	\$98.24	\$35,366.40
618-A001 S/A	Maintenance of Traffic, SA2	4.5	Month	\$4,510.00	\$20,295.00
620-A001 S/A	Mobilization, SA2	1	LS	\$9,835.20	\$9,835.20
620-B001 S/A	Requisite Work, Maintenance and Storm Preparation	1	LS	\$41,544.00	\$41,544.00
620-B001 S/A	Requisite Work, Bridge 2 Delay and Bollard Storage	1	LS	\$6,076.96	\$6,076.96
620-B001 S/A	Requisite Work, Site Repairs	1	LS	\$9,000.00	\$9,000.00
Supplemental Agreement No. 2 Added Items Total		\$91,847.68			

The revised construction budget is as follows:

	Total
Original Construction Budget	\$1,113,011.50
Supplemental Agreement No. 1	\$49,586.40
Supplemental Agreement No. 2	\$91,847.68
Current Construction Budget	\$1,254,445.58

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

City of Gulfport
Project No. STP-9178-00(003)LPA/107512-701000
SUPPLEMENTAL AGREEMENT NO. 2

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.

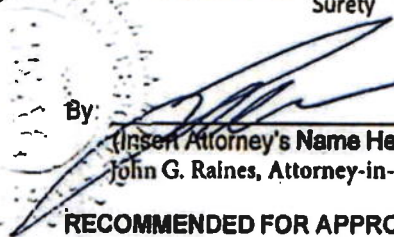
City of Gulfport
 Project No. STP-9178-00(003)LPA/107512-701000
SUPPLEMENTAL AGREEMENT NO. 2

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 2nd day of February 2021.

Zurich American Insurance Company
 Surety

JLB Contractors, LLC
 Contractor

By: 

(Insert Attorney's Name Here)
 John G. Raines, Attorney-in-Fact

2-2-21
 Date



02-a-21
 Date

RECOMMENDED FOR APPROVAL:

Richie Oakley 2/3/21
 LPA Project Engineer/Architect Date

Kelly R. Castberry 02/12/21
 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. 2

SUPPLEMENTAL SHEET

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED:

Project Delay

At the completion of earthwork and after projecting the remaining quantities, the funds available were insufficient to complete the paving, bollard installation and striping.

Fire hydrants owned by the Harrison County Development Commission (HCDC), which were originally expected to not require adjustment, were found to be very low. Raising these hydrants after completion of the project would likely require demolition of sections of the pathway. Therefore, a plan was worked out between the City of Gulfport and the HCDC to raise these hydrants prior to the completion of paving.

12.5mm. ST, Asphalt Pavement

Due to the delay in paving the Contractor's subcontractor provided an asphalt price increase. Since the project would have been complete without these delays, the same price increase is eligible for the Contractor.

Mobilization, SA2

The need to demobilize and remobilize was at the request of the LPA due to the delays above. This pay item covers the demobilization and remobilization to the project.

Requisite Work, Maintenance and Storm Preparation

The Contractor was required to maintain the project during this delay period. This maintenance included performing stormwater inspections, daily checks, and project coordination. This pay item covers this additional scope of work.

During the delay period, there were three named storms which posed a potential impact to the project site. These storms were Cristobal, Laura, and Sally. The Contractor mobilized a crew to remove and replace traffic control items before and after the storms. This pay item covers this additional scope of work.

Requisite Work, Bridge 2 Delay and Bollard Storage

The formwork was erected and rebar installed for the west abutment of Bridge 2. At this time, the HCDC expressed that the bridge's location conflicts with a future project. The future project has not been designed so the potential conflict was based on a conceptual plan. The bridge work was stopped so that the conflict can be explored. This took a couple months and required some of the work to be redone. The storage of the bridge during this time is also in this price since the bridge erection was delayed.

Due to the delay in paving the Contractor was required to store bollards which had not been installed. The storage fee was provided for these bollards.

Requisite Work, Site Repairs

Due to the delay in paving, various other contractors performed work on or near the pathway. Work performed includes pump station rehabilitation, clearing and grubbing operations, fire hydrant adjustments, etc. This work caused damage to areas of the pathway that will need to be repaired prior to paving.

City of Gulfport
Project No. STP-9178-00(003)LPA/107512-701000
SUPPLEMENTAL AGREEMENT NO. 2

Maintenance of Traffic, SA2

The Contractor was required to maintain traffic for the project during this delay period. This maintenance involved keeping the project safe and preventing damage to the work. This pay item covers this additional scope of work.

City of Gulfport
Project No. STP-9178-00(003)LPA/107512-701000
SUPPLEMENTAL AGREEMENT NO. 2

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, where applicable. An allowable price range for the pay items was also provided by MDOT's Construction Division for the pay items. The price breakdown was reviewed for each item and adjusted where necessary. The 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}

12.5mm, ST, Asphalt Pavement

During the delay period, the Contractor's subcontractor increased their price \$3/ton. This increase reflected a 3.41% increase from their original price. By applying the same percentage to the Contractor's price, the asphalt price increased \$3.24/ton.

The project was bid in May 2019 and the pavement was delayed in May 2020. The project pavement was placed in November 2020. By comparing the MDOT's average bid prices for this pay item during this time period, an increase was observed.

The absorbed items claimed on the Contractor's breakdown are not eligible.

Mobilization, SA2

The Contractor provided breakdown of the costs. This breakdown was reviewed and found to be in order.

Requisite Work, Maintenance and Storm Preparation

For Maintenance, the Contractor provided a breakdown of the costs. This breakdown was reviewed based on observations of work required to maintain the project, and does not include work required under the original contract or covered by Maintenance of Traffic.

Regarding Storm Preparation, the Contractor provided a breakdown of the costs. This breakdown was reviewed based on field observations of work required. The breakdown and backup shows two times the hours for work performed after the storm events. This work should be the same as required for pre storm activities.

Requisite Work, Bridge 2 Delay and Bollard Storage

The Contractor provided a breakdown of the costs accrued due to the delay in erection of Bridge 2. These costs were found to be reasonable based on field observations of work performed.

The breakdown for unit prices of the added pay items were compared to the MDOT Summary Bid Prices and similar projects, where necessary. These unit prices were found to be fair and equitable.

Due to the delay in paving, the Contractor has been storing bollards for the project at their facility. Backup documents provided a price per SF for usage or their facility. This rate was applied to the area of the bollards plus reasonable storage space.

Requisite Work, Site Repairs

The Contractor provided a unit price for spot grading and repair work in miscellaneous locations throughout the project. This price was found to be reasonable compared to similar work.

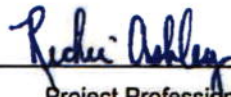
Maintenance of Traffic, SA2

The Contractor provided a breakdown of the costs. This breakdown contained pay item work. The pay item work should not be included since it was required under the original contract. A rate was calculated by using the amount bid per contract working day. The anticipated working days for the delay period was used to develop a total adjustment to this pay item.

City of Gulfport
Project No. STP-9178-00(003)LPA/107512-701000
SUPPLEMENTAL AGREEMENT NO. 2

DETAILED EXPLANATION OF NECESSITY OF TIME INVOLVED:

The original contract time is 100 Working Days. 10 additional working days were added from Supplemental Agreement No. 1. 10 additional working days have been added to the contract to account for the time required to complete the proposed work as part of Supplemental Agreement No. 2. The revised contract time is 120 Working Days.


Project Professional

LPA Official

City of Gulfport
Project No. STP-9178-00(003)LPA/107512-701000
SUPPLEMENTAL AGREEMENT NO. 2

SUPPLEMENTAL SHEET

DETAIL EXPLANATION OF NECESSITY OF TIME INVOLVED:

The original contract ~~time~~ is 100 Working Days. **Ten** (10) additional Working Days were added from Supplemental Agreement No. 1 for a total of 110 working days. Ten (10) additional Working Days have been added to the contract for Supplemental Agreement No. 2 to account for the time required to complete the proposed work. The revised contract time requires is 120 Working Days.

City of Gulfport
Project No. STP-9178-00(003)LPA/107512-701000
SUPPLEMENTAL AGREEMENT NO. 2

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 where comparisons could be made. A detailed price breakdown was provided for items that could not be compared to MDOT's average prices.

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.}

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: February 10, 2021

**Re: Request Permission to Purchase Promotional Items
Fire Department**

The Fire Department is requesting your permission to purchase promotional items for the upcoming Easter Egg Stravaganza Drive Thru 2021 such as variety candy items. The amount requested is not to exceed \$625.00.

Request City Council make a finding that the purchase of such promotional items be spread across the minutes in accordance with the following provision in the MS Code.

Miss. Code Ann. §17-3-3 (Rev. 2003) provides,

“Advertising pursuant to Section 17-3-1 shall include newspaper and magazine advertising and literature, publicity, expositions, public entertainment or other form of advertising or publicity, which in the judgment of such board or boards will be helpful toward advancing the moral, financial and other interests of such municipality or county.”

Thank you for your consideration.

Terri K. Goad

From: Natasha Tate
Sent: Wednesday, February 10, 2021 3:13 PM
To: Terri K. Goad
Subject: Agenda (3/2/2021) Items / Permission to Purchase
Attachments: 02102021150614.pdf

Good Afternoon Terri,

Please see the attached quote submitted to be placed on the 3/2/2021 Council Agenda to request permission to purchase promotional items to support or be used during the "Easter Egg-Stravaganza Drive Thru 2021" not to exceed \$625.

Please let me know if anything else is needed.

Thank you,

Natasha M. Tate

Assistant to the Fire Chief
1515 23rd Avenue, Gulfport, MS 39501
Phone: 228.868.5950 ext: 6671
Fax: 228.868.5989



Cart (49)

Items to pick up (49)

Gulfport, MS [Change](#)
10431 Old Hwy 49

Select date and time in checkout



Tootsie Playtime Mix Bag (4.75 lbs.)
Item 980183399

10

\$99.80
\$9.98 each

[Remove](#) [Save for later](#) [Ship instead](#)



Now & Later Fruit Chews Candy (89.95 oz.)
Item 839623

5

\$54.90
\$10.98 each

[Remove](#) [Save for later](#) [Ship instead](#)



Mars Easter Candy Variety Mix (45.98 oz.)
Item 980243634

6

\$59.88
\$9.98 each

[Remove](#) [Save for later](#) [Ship instead](#)



Mix Ups Candy Variety Bag (96oz.)
Item 980264047

6

\$89.04
\$14.84 each

[Remove](#) [Save for later](#) [Ship instead](#)



M&M's Fun Size Chocolate Candy Bulk Variety Mix (115 ct.)
Item 980080433

6

\$98.52
\$16.42 each

[Remove](#) [Save for later](#) [Ship instead](#)



Jolly Rancher Hard Candy (5 lbs., 360 ct.)
Item 228948

5

\$52.40
\$10.48 each

[Remove](#) [Save for later](#) [Ship instead](#)



Dum Dum Original Pops (500 ct.)
Item 831071

5

\$65.60
\$13.12 each

[Remove](#) [Save for later](#) [Ship instead](#)



Laffy Taffy Assorted Flavors (145 ct.)
Item 980246621

6

\$43.68
\$7.28 each

[Remove](#) [Save for later](#) [Ship instead](#)

Total

Subtotal (49 items) \$563.82

Est. sales tax \$39.47

Est. total \$603.29

[Begin checkout](#)

[Subject to terms and conditions](#)

Deals and offers

There are no offers currently available

[Inspired by your recent views](#)

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 _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE AN EXPENDITURE FOR ADVERTISING AND BRINGING INTO FAVORABLE NOTICE THE OPPORTUNITIES, POSSIBILITIES AND RESOURCES OF THE CITY OF GULFPORT THRU FIRE DEPARTMENT RECRUITING AND COMMUNITY OUTREACH EFFORTS, AND FOR RELATED PURPOSES

WHEREAS, the Gulfport Fire Department regularly participates in recruiting and community outreach efforts to assist in both identifying quality candidates to join the Department and promoting a good relationship between the Department and the community that it serves; and

WHEREAS, the City of Gulfport receives advertising thru the recruiting and community outreach efforts of the Department; and

WHEREAS, the Governing Authority of the City of Gulfport is of the opinion that the City of Gulfport benefits from such advertising in the event by having an opportunity to promote the City of Gulfport to individuals from around the Gulf South; and it finds that pursuant to the authority of Miss. Code Ann. §17-3-1 (Rev. 2003) and Miss. Code Ann. §17-3-3 (Rev.2003) that an expenditure of \$625.00 for the purchase of the items identified in the attached documentation hereto serves the purposes of advertising and bringing into favorable notice the opportunities, possibilities and resources of the municipality, and shall constitute a form of advertising or publicity that will be helpful toward advancing the moral, financial and other interests of the City of Gulfport.

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

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

Section 2. That the City of Gulfport, by and through the Gulfport Fire Department, is hereby authorized to expend municipal funds in the amount of \$625.00, payable in payment to the entity/ies listed on the attached requests to purchase.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted this the _____ day of _____, 2021.

(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 _____, 2021.

APPROVED:

MAYOR

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the _____ day of _____, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO DECLARE REAL PROPERTY TO BE SURPLUS, TO APPROVE LEASE AGREEMENT WITH POP BROTHERS, LLC, FOR THE RENTAL OF SURPLUS MUNICIPAL PROPERTY AT 1501 25TH AVENUE, AND FOR RELATED PURPOSES

WHEREAS, the City of Gulfport owns certain municipal real property located at 1501 25th Avenue in downtown Gulfport, Mississippi, which is not presently needed for any valid municipal purpose and which is, therefore, surplus municipal real property; and

WHEREAS, Miss. Code Ann. § 57-7-1 (1972, as amended), authorizes a municipality to set aside and improve certain municipal property for industrial and commercial purposes and, thereafter to lease the property upon such terms and conditions as the municipality may prescribe; and

WHEREAS, POP BROTHERS, LLC, has expressed an interest in continuing to lease the aforementioned real property from the City, and the City desires to lease the Leased Premises to POP BROTHERS, LLC, according to the terms and provisions embodied in a proposed Lease Agreement attached hereto as Exhibit “A”;

WHEREAS, the City finds that entry into the Lease Agreement found at Exhibit “A” hereto 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 the municipal real property located at 1501 25th Avenue be and the same is hereby declared to be surplus as the same is not presently needed for any valid municipal purpose and that City be and it is hereby authorized to lease surplus municipal property located at 1501 25th Avenue to POP BROTHERS, LLC, according to the terms and provisions of the proposed Lease Agreement attached hereto as Exhibit “A”; and that the Lease Agreement attached hereto as Exhibit “A” be and the same is hereby approved and the Mayor is authorized to execute the same on behalf of the City of Gulfport..

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

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2021.

MAYOR

STATE OF MISSISSIPPI

COUNTY OF HARRISON

MEMORANDUM OF LEASE AGREEMENT

THIS AGREEMENT entered into and executed in the City of Gulfport, Mississippi, on the dates hereinafter set forth by and between the CITY OF GULFPORT, MISSISSIPPI, also hereinafter referred to as “Landlord” or “City”, and POP BROTHERS, LLC, also hereinafter referred to as “Tenant” for the purposes, and on the terms and conditions, and under the authority hereinafter set forth:

WITNESSETH THAT:

WHEREAS, since 2015, the City has leased surplus municipal property located at 1501 25th Avenue in downtown Gulfport, Mississippi to POP BROTHERS, LLC; and

WHEREAS, POP BROTHERS, LLC, has expressed an interest in leasing the surplus municipal real property identified herein from the City for a three (3) year term, and the City desires to lease the same to POP BROTHERS, LLC, and finds that the lease contemplated and set forth herein is in the best interest of the City of Gulfport; and

NOW THEREFORE, for the purposes hereinabove recited, and pursuant to authority granted under Miss. Code Ann. Section 57-7-1 (1972, as amended), the City of Gulfport does hereby agree to lease the structure located at 1501 25th Avenue (including immediately adjacent space needed for outdoor seating and parking on the north side of the structure), hereinafter referred to as the “Leased Premises”, as hereinabove identified to POP BROTHERS, LLC, and the parties covenant and agree as follows, to wit:

1. Term. The term of the Lease Agreement shall be for three (3) years commencing May 1, 2021, and ending at midnight on April 30, 2024, unless sooner terminated as hereinafter provided. Tenant shall not sub-let the Lease Premises during the term of the Lease Agreement. Upon and after expiration of the term, the lease shall continue on a month to month basis until such time as

it is terminated by either party upon thirty (30) days written notice to the other party or extended according to terms then mutually acceptable to the parties and agreed to in writing.

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

- a. Tenant may terminate this Lease Agreement at any time upon thirty (30) days written notice to Landlord.
- b. Landlord may terminate and cancel this Lease Agreement, and retake possession of the premises by giving Tenant thirty (30) days written notice of termination and to surrender the premises or hereinafter specified for any of the following reasons:
 - i. Tenant ceases to use said building property for the sole and exclusive purpose of the manufacture and sale for on-site or off-site consumption of artisan ice pops and related frozen and non-frozen beverages or foods, and the cessation of use continues for a period of thirty (30) days or more after written notice of termination from Landlord to Tenant.
 - ii. Tenant is in default of any condition of this Lease Agreement, and said default is not cured within thirty (30) days after written notice of termination from Landlord to Tenant specifying the reason for default.

3. Rent and Taxes. Rent, payable in advance, on or before the 1st of each month, shall be as follows:

Year 1 (May 1, 2021 – April 30, 2022)	\$1,000.00/month
Year 2 (May 1, 2022 – April 30, 2023)	\$1,050.00/month
Year 3 (May 1, 2023 – April 30, 2024)	\$1,100.00/month

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

4. Maintenance. Tenant shall maintain the leased premises and return it upon termination of the Lease in a clean and sanitary condition, and in a good state of repair, normal wear and tear excepted. Landlord shall be responsible for repairs to and maintenance of the roof, structural part of the floor, walls, plumbing system, electrical system, HVAC system, and other parts of building in good repair. Tenant shall be responsible for repairs to and maintenance of plumbing fixtures, electrical fixtures and all other repair and maintenance not otherwise delegated to Landlord, including damage caused to the premises by Tenant or its invitees. Tenant shall properly dispose of all garbage and trash, and maintain the exterior of the building entrance in clean condition, and shall notify the City of Gulfport of any apparent structural hazard or dangerous condition existing within or without the facility. Tenant shall supervise the assembly of patrons, and shall not allow more persons within the facility than are allowed by state and local laws, ordinances, and fire codes, and shall take immediate precaution and security measures to avoid imminent danger to life and health. City shall have the right to inspect the premises at any time. Tenant alone shall ensure compliance with all applicable laws, statutes, ordinances and regulations governing the operations that will be undertaken on the leased premises.

5. Improvements. No improvements shall be made that affect the structural integrity of the building. Any improvements or renovations to the building during the term of this Lease shall require plan approval by the City of Gulfport and shall become the property of the City upon

termination of the lease. All tenant owned appliances and building improvements shall be maintained by Tenant. At the termination, cancellation or end of lease, Tenant shall remove all of its personal property and shall return premises to the condition it was in prior to the placement of the property on the premises, reasonable wear and tear excepted.

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

7. Insurance. Tenant shall maintain liability insurance coverage which applies to Tenant's activities, business, and other functions, on the leased premises, including general liability insurance, with a minimum policy limits of \$1 million dollars to cover all activities, business and functions of Tenant at the leased premises. Tenant shall maintain workers compensation insurance, if required by law, and/or employees liability insurance, to the extent that it utilizes paid employees on or within the leased premises, and any and all other insurance it deems advisable or necessary for its property, employees, business, activities, and any liabilities and shall provide for the City of Gulfport as an additional named insured on all Tenant's policies. Tenant shall inform and notify Landlord in writing within fourteen (14) days of any claims of liability resulting from the use of the leased premises. Tenant shall provide proof of coverage. Within thirty (30) days of annual expiration of tenant's insurance policy(ies), Tenant shall provide City with proof of renewal or proof of coverage by a different carrier.

8. Indemnity. POP BROTHER, LLC, and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including, without limitation, attorneys' fees, which in any way arise out of or relate to any acts of omission or commission of or attributed to POP BROTHERS, LLC, and/or its agents, servants, employees, visitors, invites, guests, and representatives, including, but not limited to, those asserted as negligent, gross negligent, and/or intentional. Only to the extent that the City is authorized by the laws of the State of Mississippi, and without waiving any constitutional, statutory, or common law defenses, immunities, or exemptions from liability, including, but not limited to, those set forth in Miss. Code Ann. § 11-46-9(1) (Rev. 2001), the City agrees to defend, indemnify, and hold harmless POP BROTHERS, LLC, with respect to or from and against all claims, demands, causes of actions, lawsuits, judgments, and orders arising out of or as a result of negligent acts or omissions of the City.

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

Landlord:

City of Gulfport
Attention: Mayor
2309 15th Street
Gulfport, Mississippi 39501

With a copy to:
City of Gulfport
Attn: City Attorney's Office
2309 15th Street
Gulfport, MS 39501

Tenant: POP BROTHERS, LLC
980 Courthouse Road, Unit 1521
Gulfport, MS 39507

or to:

POP BROTHERS, LLC
By Personal Delivery At:
1501 25th Avenue
Gulfport, MS 39501

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

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

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

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

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

14. Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant relating to the lease of the Leased Premises and no prior written or oral covenants or

representations relating thereto and not set forth herein shall be binding on either party hereto. This Lease Agreement supersedes any covenant appurtenant to or involving the Leased Premises or the property on which it is located.

15. Authority and Guarantee. The Undersigned represent that they have full power and authority to enter into this agreement on behalf of the Landlord and Tenant and that they enter into this agreement, on behalf of said entities, with full knowledge and understanding of the terms and conditions contained herein. The undersigned for and on behalf of POP BROTHERS, LLC, further represents and agrees that they personally guarantee the rent payments specified herein and agrees that they shall be jointly and severally liable for the same along with POP BROTHERS, LLC.

IN WITNESS WHEREOF as duly authorized:

Landlord:

CITY OF GULFPORT, MISSISSIPPI

By: _____
Billy Hewes, Mayor

Attest: _____
Gerard Bellocq, Clerk

Dated: March ____, 2021

Tenant:

POP BROTHERS, LLC

By: _____
Octavio Arzola, Member

By: _____
Chuck Kelly, Member

By: _____
Shannon Arzola, Member

Dated: March ____, 2021

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 _____, 2021, the following Resolution:

A RESOLUTION OF THE GULFPORT CITY COUNCIL DESIGNATING APPLICANT AGENT FOR THE CITY OF GULFPORT AND APPROVING STATE-LOCAL DISASTER ASSISTANCE AGREEMENT BETWEEN THE CITY AND THE MISSISSIPPI EMERGENCY MANAGEMENT AGENCY IN REGARDS TO HURRICANE ZETA, AND FOR RELATED PURPOSES

WHEREAS, on or about October 28, 2021, the City of Gulfport was struck by winds, tidal surge and rain associated with Hurricane Zeta; and

WHEREAS, Hurricane Zeta caused significant damage to public property and infrastructure within the City of Gulfport, and the City joined with Harrison County and other impacted cities and counties in the state of Mississippi to seek a Federal Disaster Declaration to make “public assistance” pursuant to the Stafford Act available to the City of Gulfport, Harrison county and other impacted areas; and

WHEREAS, on or about December 31, 2020, President Donald Trump issued the aforementioned Federal Disaster Declaration for portions of Mississippi, including Harrison County; and

WHEREAS, the Mississippi Emergency Management Agency (MEMA), in conjunction with the Federal Emergency Management Agency, requires that the City of Gulfport, as an applicant for public assistance under the Stafford Act, name a person as the “applicant agent”; and

WHEREAS, the MEMA requires applicants for public assistance under the Stafford Act to approve and execute a “State-Local Disaster Assistance Agreement” between the applicant (the City of Gulfport) and MEMA; and

WHEREAS, the City of Gulfport designates Fire Chief Michael Beyerstedt as the City's Applicant Agent with respect to Hurricane Zeta.

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 governing authority of the City of Gulfport hereby designates Fire Chief Michael Beyerstedt as the City's "Applicant Agent" with respect to Hurricane Zeta and authorizes the Mayor to execute any and all documents, including that attached hereto as Exhibit "A", as may be required to formalize the designation of the City's Applicant Agent.

SECTION 3. That the "State-Local Disaster Assistance Agreement" between the City of Gulfport and MEMA be and the same is hereby approved in the form attached hereto as Exhibit "B" and the Mayor and the Applicant Agent (Chief Beyerstedt) be and they are hereby authorized to execute and deliver the same on behalf of the City of Gulfport.

SECTION 4. This Resolution shall be in full force and effect on and after passage and 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 _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2021.

MAYOR

DESIGNATION OF APPLICANT AGENT FOR PUBLIC ASSISTANCE

Federal Disaster Number: FEMA-4576-DR-MS

Entity's Name: City of Gulfport, Mississippi

Governing Body Type: Mayor/City Council

Applicant Agent Information

Name: Michael Beyerstedt

Official Title: Fire Chief

Address: P.O. Box 170

City/State/Zip: Gulfport, MS 39502

Work Phone: 228-868-5950

Cell Phone: 228-234-9776

Email Address: mbeyerstedt@gulfport-ms.gov

On behalf of the Agency listed above, the designated Applicant Agent is authorized to execute applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93.228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

Certifying Official Information (Cannot be the same as the Applicant Agent):

Name: Billy Hewes

Title: Mayor

Date: March 3, 2021

Signature: _____

A certified copy of the Board Meeting Minutes/Resolution designating the Applicant Agent is attached.

Examples of Governing Body Type are Board of Supervisors, City Council, Executive Counsel, etc.



STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

DISASTER: FEMA- 4576 -DR-MS

APPLICANT FIPS #:

APPLICANT NAME: City of Gulfport, Mississippi

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency (MEMA) and the undersigned State Agency, political subdivision of the State, private nonprofit organizations, or authorized tribal organizations (Applicant). This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above-referenced disaster.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant is responsible for all costs determined to be ineligible or unreasonable by FEMA and/or MEMA. The Applicant is also responsible for the repayment of any de-obligations recommended by the DHS OIG and agreed upon by FEMA. Should the funds not be returned to the State in a reasonable time frame, then collection of such funds will be handed over to the State Auditor for action.
5. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the minimum Federal cost share is 75 percent of the eligible costs. The normal cost share is 75% Federal and the non-federal share is split equally by the State and local. The exception is with PNPs who are responsible for the entire 25% non-federal share.
6. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
7. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB Super Circulars and A-133 as applicable and/or as directed by the Governor's Authorized Representative.
8. The Applicant shall provide Quarterly Reports to the State which indicates the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
9. The Applicant shall comply with the Single Audit Amendments of 1996 under the Code of Federal Regulations Part 200 – Super Circular: Subsection 200.501. The Applicant shall provide copies of every audit report issued on the entity at the time of its receipt by the entity to the Governor's Authorized Representative.
10. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
11. The Applicant will return to the State, within thirty (30) days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.

12. The Applicant acknowledges that it is the Applicant's responsibility to ensure all Federal, State, and local laws, regulations, rules and guidelines applicable to any FEMA grant program are adhered to. If said laws, regulations, rules and guidelines are not adhered to, responsibility for noncompliance is the Applicants.
13. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988 44 CFR Part 17, Subpart F.
15. The Applicant will comply with all federal and state statutes and regulations relating to nondiscrimination.
16. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44 CFR Part 18, New Restrictions of Lobbying.
17. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
18. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.
19. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.
20. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
21. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
22. The Applicant will return all unspent federal funds for uncompleted small projects prior to requesting additional funds for other projects.
23. The Applicant authorizes the Governor's Authorized Representative to recoup the unspent funds referenced in item 22 above, by subtracting that amount from other federal funds owed to it for other approved work when the amount owed is larger than the refund.
24. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44 CFR Part 206.
25. The Applicant shall first endeavor to settle any controversy or claim arising from or relating to this Agreement, or the breach thereof, directly with the Executive Director of MEMA, or designated representative, before exhausting any other remedies or appeals to other governing authorities.

Certifying Official (Cannot be the Applicant Agent):

Billy Hewes		3/2/21
NAME (Print)	SIGNATURE	DATE

Applicant Agent:

Mike Beyerstedt		3/2/21
NAME (Print)	SIGNATURE	DATE

MEMA Only

Governor's Authorized Representative:

Stephen C. McCraney, Executive Director		
NAME	SIGNATURE	DATE

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2021, the following Resolution:

**A RESOLUTION OF THE GULFPORT CITY COUNCIL RECONFIRMING
AND EXTENDING THE STATUS OF A STATE OF EMERGENCY DUE
TO THE SPREAD OF COVID-19 AND POTENTIAL ASSOCIATED IMPACTS WHICH
THREATEN TO AFFECT AREAS WITHIN THE CITY, AND FOR RELATED
PURPOSES**

WHEREAS, on March 15, 2020, the Mayor of the City of Gulfport, Mississippi, proclaimed the existence of a “Civil Emergency” pursuant to authority of §45-17-3, *et seq.*, *Miss. Code Ann.* and the existence of a “Local Emergency” pursuant to authority of § 33-15-17(d), *et seq.*, *Miss. Code Ann.* and related statutes due to the spread of Covid-19, a novel coronavirus, within Mississippi and surrounding areas and the potential impacts thereof (illness, injury and death) which threaten to commence in the area and impact an area that includes the City of Gulfport, Mississippi (the “Civil Emergency” and the “Local Emergency” shall hereinafter be referred to collectively as the “State of Emergency”); and

WHEREAS, the Gulfport City Council, on March 17, 2020, on April 7, 2020, on April 21, 2020, on May 19, 2020, on June 16, 2020, on July 7, 2020, on August 4, 2020, on August 18, 2020, on September 8, 2020, on October 6, 2020, on November 3, 2020, on November 17, 2020, on December 8, 2020, January 5, 2021, and on February 2, 2021, acted to confirm and extend the aforementioned State of Emergency; and

WHEREAS, because of the “State of Emergency” due to the aforesaid spread of Covid-19 and potential impacts thereof, Mayor Billy Hewes invoked emergency management provisions, including, without limitation, those set out in a Proclamation by the Mayor of the City of Gulfport Declaring a Civil and/or Local Emergency to Exist as a Result of a Threatened

or Existing Public Health Emergency (Covid-19), and the Governor of the State of Mississippi declared that the State of Mississippi is, likewise, under a “State of Emergency”; and

WHEREAS, further, due to said “State of Emergency”, and the need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County, the Mayor invoked the powers of “emergency management” and invoked special emergency authority, including, but not limited to Sections 45-17-1, et seq., Sections 33-15-1, et seq., and Sections 21-35-19, et seq., *Mississippi Code of 1972, Annotated*, and any amendments thereto; and

WHEREAS, the Governing Authority having reviewed the existing needs, including those stated above, for continuing a state of emergency, finds that the need exists for continuing local emergency management and associated relief from Federal and State agencies to prepare for and respond to the impact and effects of the spread of Covid-19 and the potential impacts thereof, and shall continue until the Mayor and/or Governing Authority determines that conditions warrant the termination thereof.

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

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

SECTION 2. That the City Council recognizes that there is a continuing need to commit resources deemed necessary for protection of the City and the residents, citizens and all people and property in the City of Gulfport and Harrison County and a continuing need to prepare for and respond to the impact and effects of the spread of Covid-19 and the potential impacts thereof.

SECTION 3. That a state emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including emergency expenditures, coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of emergency by the Mayor or the Governing Authority, subject to review by the Governing Authority within thirty (30) days hereof.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Mayor or Governing Authority declares that a state of emergency no longer exists in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted,
this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the
_____ day of _____, 2021.

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 _____, 2021, 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 HURRICANE ZETA ON THE CITY OF GULFPORT, AND
FOR RELATED PURPOSES**

WHEREAS, by virtue of a Proclamation executed on Monday, October 26, 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 Hurricane Zeta and related conditions (tropical rain, wind, storm surge, lightening, hail, flooding, etc.) projected to commence in the area on or about October 28-29, 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 Gulfport City Council, on November 3, 2020, on November 17, 2020, on December 8, 2020, on January 5, 2021, and on February 2, 2021, acted to confirm and extend the aforementioned State of Emergency; 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 Hurricane Zeta, 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 Hurricane Zeta.

SECTION 3. That a state of civil emergency continues within the City of Gulfport, and Mayor Billy Hewes is authorized to continue to invoke emergency management authority, including coordination of assistance and relief with state and federal authorities and private corporations and the use of municipal personnel and equipment as deemed necessary and proper as a result of said emergency until the earliest time as conditions warrant the termination of the state of local emergency by the Governing Authority.

SECTION 5. This Order shall not limit the authority hereby confirmed of the Mayor and City Council to make such orders or take such actions as is vested in them as the chief executive/administrative officer, and as the governing authority, respectively, of the City of Gulfport by the Laws of the State of Mississippi and the Ordinances of the City of Gulfport.

SECTION 6. This Resolution shall be in full force and effect on and after passage, and shall remain in full force and effect until the Governing Authority terminates the local emergency in the City of Gulfport, or until otherwise terminated according to law.

SECTION 7. The Clerk of the Council is instructed to publish this Resolution and make it available for public notice and after its adoption, this Resolution shall be spread upon the minutes of the Governing Authority.

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

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted, this the _____ day of _____, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2021.

MAYOR

Gulfport Police Department

Memo

To: Mayor Billy Hewes

From: Chief Chris Ryle

Date: February 22, 2021

Re: Increase Line Items

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

Check number (47213) amount of \$419.08 (GPD case)

Check number (47214) amount of \$50.00 (GPD case)

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

Account Number	Increase Amount	Increase Amount
Forfeiture and Seizure County and Local Shared Vehicles- 277-630200		469.08
County/Local Shared Revenue 275-493100	469.08	

This amendment must be spread on the Council minutes so the funds can be spent according to federal, state and local statutes. Therefore, I ask that you place this on the next Council agenda.

Budget Amendment Request

Fund Name	Forfeiture & Seizure		Date	02/23/21				
Department #	277		Budget Entry #	2021-36				
Department Name	Police Department							
	<table><tr><td>Original Budget</td></tr></table>	Original Budget	<table><tr><td>Prior Amendments</td></tr></table>	Prior Amendments	<table><tr><td>This Amendment</td></tr></table>	This Amendment	<table><tr><td>Revised Budget</td></tr></table>	Revised Budget
Original Budget								
Prior Amendments								
This Amendment								
Revised Budget								
Personnel	-	-	-	-				
Supplies	-	-	-	-				
Other Services	-	-	-	-				
Capital	25,171	8,593	469	34,233				
Total	25,171	8,593	469	34,233				
Revenue 275-493100	65,860	8,593	469	74,922				

Checks were issued by the Circuit clerk of Harrison County for restitution on several drug related arrests. Permission is requested to place the funds in the accounts above.

Amendment # 2021-36

City of Gulfport

Budget Amendment Request

Fund Name	Capital Projects		Date	02/23/21
Department #	346		Budget Entry #	2021-37
Department Name	Public Works			
	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	24,831,772	290,770	69,230	25,191,772
Total	24,831,772	290,770	69,230	25,191,772
Revenue 100-456702	21,933,642	279,338	69,230	22,282,210

Permission is requested to place the remaining \$69,229.75 of available funding into the above accounts.

Amendment # 2021-37



DEPARTMENT OF
PUBLIC WORKS

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

Budget Amendment

To: Jerry Bellocq, CPA, Comptroller
Travis Hart, CPA, Finance

CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Kris Riemann, P.E., Director of Engineering

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

Date: February 19, 2021

Subject: Budget Amendment to Increase Federal Funds for Seaway Road
Pedestrian Pathway Project

AMOUNT	TO
\$(69,229.75)	100-456702-02823 (Seaway Road Pedestrian Pathway Revenue Account)
\$69,229.75	346-640100-02823 (Seaway Road Pedestrian Pathway Expense Account)
\$69,229.75	TOTAL GRPC Funds Added
<i>\$0.00</i>	<i>Total City Funds</i>

The Department of Public Works is requesting a total increase of \$69,229.75 in Federal Funds as approved by the Gulf Regional Planning Commission for additional work on the Seaway Pedestrian Pathway project.

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

Of the approved \$160,000.00 in Federal Funds, to date only \$90,770.25 has been allocated, leaving an available balance of \$69,229.75. Neel Schaffer Inc. has submitted a Supplemental Agreement #2 for JLB Contractors, LLC totaling \$91,847.68. Although the 80% federal portion of this SA would be \$73,478.14, only \$69,229.75 is left in federal dollars; therefore the City portion will be \$22,617.25 (20% of SA, plus \$4,247.85 of unfunded federal portion).

There is already \$22,307.43 available in the project account. The remaining needed \$309.82 will be funded via an internal budget amendment/transfer from the Engineering Contractual Fees account.

I hereby recommend this budget amendment.
Please place on the March 2, 2021 City Council Agenda.



Memorandum – City of Gulfport

PUBLIC WORKS

To: Connie Debenport, Purchasing

CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Gerard Bellocq, Finance
Jeremy Harrison, P.E., Assistant City Engineer
Tyler Gentry, Assistant Director of Public Works - Operations

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

WEM

Date: 2/18/2021

Re: Recommendation to Approve Supplemental Agreement No. 2 for Construction
-JLB Contractors, LLC.
-Seaway Road Pedestrian Pathway Project
-STP-9178-00(003) LPA/107512-701000

Attached for your consideration is Supplemental Agreement No. 2 for Construction with JLB Contractors, LLC. for the above referenced project in the additive amount of \$91, 847.68. This supplemental agreement is required to cover the cost due to the delay in the project and an extension of contract time by 10 working days. Pay items due to the delay includes: increase in material cost for asphalt, maintenance of traffic, mobilization, maintenance and storm preparation, bridge 2 delay, bollard storage, and site repairs. This agreement has been approved by MDOT.

NO additional funding is required at this time. The City's share will be 20% of the total project cost of \$1,362,410.79 which includes the CE&I contracts. 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 March 2, 2021 Council Agenda.

This item has been approved by:

Mayor or C.A.O. _____

Attachments:

1. Supplemental Agreement No. 2 for Construction

February 17, 2021

Mr. Wayne Miller, P.E.
Public Works Director
City of Gulfport, Mississippi
4050 Hewes Avenue
Gulfport, MS 39507

RE: STP-9178-00(003)LPA/107512-701000
PO No. 205426
Seaway Road Pedestrian Pathway
City of Gulfport
Supplemental Agreement No. 2

Dear Mr. Miller:

Attached is Supplemental Agreement No. 2 for the above project with JLB Contractors, LLC in the amount of \$91,847.68. This supplemental agreement covers added pay items due to a delay in the project and an extension of contract time by 10 working days.

Please process this supplemental agreement at your earliest convenience. If you have any questions or need any additional information, please feel free to contact me at (228) 374-1211.

Sincerely,



Richie Ashley, P.E.
Project Manager
Neel-Schaffer, Inc.

Enclosures

Cc: file

City of Gulfport
 Project No. STP-9178-00(003)LPA/107512-701000
SUPPLEMENTAL AGREEMENT NO. 2

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: At the request of the City to address funding issues and utility adjustments, the project was delayed; AND

WHEREAS: The Contractor is due a time extension and compensation for the delays; AND

WHEREAS: The contract changes, additional work and time extension are listed on the attached supplemental sheet(s); 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 current working days for the contract from 110 to 120, 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
403-A003	12.5mm, ST, Asphalt Pavement	(1213)	TON	\$95.00	(\$115,235.00)
403-A003	12.5mm, ST, Asphalt Pavement	(360)	TON	\$95.00	(\$34,200.00)
403-A003 S/A	12.5mm, ST, Asphalt Pavement	1213	TON	\$98.24	\$119,165.12
403-A003 S/A	12.5mm, ST, Asphalt Pavement	360	TON	\$98.24	\$35,366.40
618-A001 S/A	Maintenance of Traffic, SA2	4.5	Month	\$4,510.00	\$20,295.00
620-A001 S/A	Mobilization, SA2	1	LS	\$9,835.20	\$9,835.20
620-B001 S/A	Requisite Work, Maintenance and Storm Preparation	1	LS	\$41,544.00	\$41,544.00
620-B001 S/A	Requisite Work, Bridge 2 Delay and Bollard Storage	1	LS	\$6,076.96	\$6,076.96
620-B001 S/A	Requisite Work, Site Repairs	1	LS	\$9,000.00	\$9,000.00
Supplemental Agreement No. 2 Added Items Total					\$91,847.68

The revised construction budget is as follows:

	Total
Original Construction Budget	\$1,113,011.50
Supplemental Agreement No. 1	\$49,586.40
Supplemental Agreement No. 2	\$91,847.68
Current Construction Budget	\$1,254,445.58

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

City of Gulfport
Project No. STP-9178-00(003)LPA/107512-701000
SUPPLEMENTAL AGREEMENT NO. 2

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.

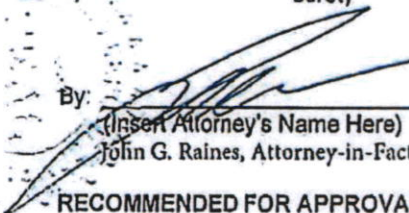
City of Gulfport
Project No. STP-9178-00(003)LPA/107512-701000
SUPPLEMENTAL AGREEMENT NO. 2

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 2nd day of February 2021.

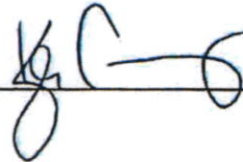
Zurich American Insurance Company
Surety

JLB Contractors, LLC
Contractor

By: 

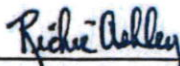
(Insert Attorney's Name Here)
John G. Raines, Attorney-in-Fact

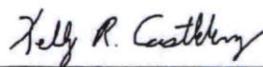
2-2-21
Date



02-2-21
Date

RECOMMENDED FOR APPROVAL:


LPA Project Engineer/Architect 2/3/21
Date


MDOT District Engineer 02/12/21
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. 2

SUPPLEMENTAL SHEET

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED:

Project Delay

At the completion of earthwork and after projecting the remaining quantities, the funds available were insufficient to complete the paving, bollard installation and striping.

Fire hydrants owned by the Harrison County Development Commission (HCDC), which were originally expected to not require adjustment, were found to be very low. Raising these hydrants after completion of the project would likely require demolition of sections of the pathway. Therefore, a plan was worked out between the City of Gulfport and the HCDC to raise these hydrants prior to the completion of paving.

12.5mm. ST. Asphalt Pavement

Due to the delay in paving the Contractor's subcontractor provided an asphalt price increase. Since the project would have been complete without these delays, the same price increase is eligible for the Contractor.

Mobilization, SA2

The need to demobilize and remobilize was at the request of the LPA due to the delays above. This pay item covers the demobilization and remobilization to the project.

Requisite Work, Maintenance and Storm Preparation

The Contractor was required to maintain the project during this delay period. This maintenance included performing stormwater inspections, daily checks, and project coordination. This pay item covers this additional scope of work.

During the delay period, there were three named storms which posed a potential impact to the project site. These storms were Cristobal, Laura, and Sally. The Contractor mobilized a crew to remove and replace traffic control items before and after the storms. This pay item covers this additional scope of work.

Requisite Work, Bridge 2 Delay and Bollard Storage

The formwork was erected and rebar installed for the west abutment of Bridge 2. At this time, the HCDC expressed that the bridge's location conflicts with a future project. The future project has not been designed so the potential conflict was based on a conceptual plan. The bridge work was stopped so that the conflict can be explored. This took a couple months and required some of the work to be redone. The storage of the bridge during this time is also in this price since the bridge erection was delayed.

Due to the delay in paving the Contractor was required to store bollards which had not been installed. The storage fee was provided for these bollards.

Requisite Work, Site Repairs

Due to the delay in paving, various other contractors performed work on or near the pathway. Work performed includes pump station rehabilitation, clearing and grubbing operations, fire hydrant adjustments, etc. This work caused damage to areas of the pathway that will need to be repaired prior to paving.

City of Gulfport
Project No. STP-9178-00(003)LPA/107512-701000
SUPPLEMENTAL AGREEMENT NO. 2

Maintenance of Traffic, SA2

The Contractor was required to maintain traffic for the project during this delay period. This maintenance involved keeping the project safe and preventing damage to the work. This pay item covers this additional scope of work.

City of Gulfport
Project No. STP-9178-00(003)LPA/107512-701000
SUPPLEMENTAL AGREEMENT NO. 2

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, where applicable. An allowable price range for the pay items was also provided by MDOT's Construction Division for the pay items. The price breakdown was reviewed for each item and adjusted where necessary. The 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}

12.5mm, ST, Asphalt Pavement

During the delay period, the Contractor's subcontractor increased their price \$3/ton. This increase reflected a 3.41% increase from their original price. By applying the same percentage to the Contractor's price, the asphalt price increased \$3.24/ton.

The project was bid in May 2019 and the pavement was delayed in May 2020. The project pavement was placed in November 2020. By comparing the MDOT's average bid prices for this pay item during this time period, an increase was observed.

The absorbed items claimed on the Contractor's breakdown are not eligible.

Mobilization, SA2

The Contractor provided breakdown of the costs. This breakdown was reviewed and found to be in order.

Requisite Work, Maintenance and Storm Preparation

For Maintenance, the Contractor provided a breakdown of the costs. This breakdown was reviewed based on observations of work required to maintain the project, and does not include work required under the original contract or covered by Maintenance of Traffic.

Regarding Storm Preparation, the Contractor provided a breakdown of the costs. This breakdown was reviewed based on field observations of work required. The breakdown and backup shows two times the hours for work performed after the storm events. This work should be the same as required for pre storm activities.

Requisite Work, Bridge 2 Delay and Bollard Storage

The Contractor provided a breakdown of the costs accrued due to the delay in erection of Bridge 2. These costs were found to be reasonable based on field observations of work performed.

The breakdown for unit prices of the added pay items were compared to the MDOT Summary Bid Prices and similar projects, where necessary. These unit prices were found to be fair and equitable.

Due to the delay in paving, the Contractor has been storing bollards for the project at their facility. Backup documents provided a price per SF for usage or their facility. This rate was applied to the area of the bollards plus reasonable storage space.

Requisite Work, Site Repairs

The Contractor provided a unit price for spot grading and repair work in miscellaneous locations throughout the project. This price was found to be reasonable compared to similar work.

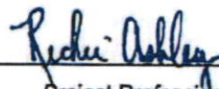
Maintenance of Traffic, SA2

The Contractor provided a breakdown of the costs. This breakdown contained pay item work. The pay item work should not be included since it was required under the original contract. A rate was calculated by using the amount bid per contract working day. The anticipated working days for the delay period was used to develop a total adjustment to this pay item.

City of Gulfport
Project No. STP-9178-00(003)LPA/107512-701000
SUPPLEMENTAL AGREEMENT NO. 2

DETAILED EXPLANATION OF NECESSITY OF TIME INVOLVED:

The original contract time is 100 Working Days. 10 additional working days were added from Supplemental Agreement No. 1. 10 additional working days have been added to the contract to account for the time required to complete the proposed work as part of Supplemental Agreement No. 2. The revised contract time is 120 Working Days.


Project Professional

LPA Official

City of Gulfport
Project No. STP-9178-00(003)LPA/107512-701000
SUPPLEMENTAL AGREEMENT NO. 2

SUPPLEMENTAL SHEET

DETAIL EXPLANATION OF NECESSITY OF TIME INVOLVED:

The original contract time is 100 Working Days. Ten (10) additional Working Days were added from Supplemental Agreement No. 1 for a total of 110 working days. Ten (10) additional Working Days have been added to the contract for Supplemental Agreement No. 2 to account for the time required to complete the proposed work. The revised contract time requires is 120 Working Days.

City of Gulfport
Project No. STP-9178-00(003)LPA/107512-701000
SUPPLEMENTAL AGREEMENT NO. 2

SUPPLEMENTAL SHEET

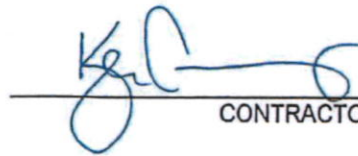
DETAIL ANALYSIS OF UNIT PRICES:

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 where comparisons could be made. A detailed price breakdown was provided for items that could not be compared to MDOT's average prices.

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.}



June 1, 2020

Mr. Evan Wright
State Planning Engineer
Mississippi Department of Transportation
P.O Box 1850
Jackson, MS 39215-1850

RE: City of Gulfport's Seaway Road Pathway Project

Dear Evan,
Gulf Regional Planning Commission (GRPC) serving as Metropolitan Planning Organization for the Gulf Coast, has approved a modification to the FY 2019-2021 TIP to increase the federal funding for the City of Gulfport's Seaway Road Pathway Project. The federal TMA STBG funds will be increased by \$160,000 from \$945,964 to \$1,105,964.

Sincerely,

Kenneth Yarrow
GRPC

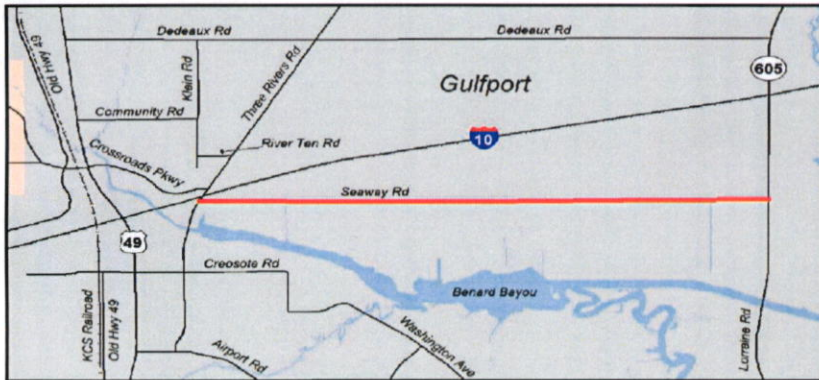
Cc: Mayor Billy Hewes, City of Gulfport
Wayne Miller, City of Gulfport
Nicole Baker, MDOT
Perry Brown, MDOT
David Seyfarth, MDOT
Tammi Moore, MDOT
Paul Gavin, GRPC
Jeff Loftus, GRPC

Mississippi Gulf Coast Metropolitan Planning Organization

FY2019-2022 Transportation Improvement Program (TIP)



County	Harrison	Agency	Gulfport
Improvement Type	Bike/Ped	Route	Seaway Rd.
Project Termini	Three Rivers Rd. to Hwy 605 (3.2 miles)		
Project Description	Add a multiuse pathway on the southside, the length of Seaway Road		



Funding Information					
FY	Source	Phase	Federal	Match	Total
2018	TAP	CON	\$684,215	\$171,054	\$855,269
2018	STBG-TMA	CON	\$261,749	\$65,437	\$327,186
2020	STBG-TMA	CON	\$160,000	\$40,000	\$200,000
Project Totals			\$1,105,964	\$276,491	\$1,382,455

Project Notes				
Action	Add to TIP	Date	8/25/2016	Type Amend
Remarks	\$788,304 TAP			
Action	Change Year	Date	2/23/2017	Type Mod
Remarks	Move from FY 17 to FY18			
Action	Add Funds	Date	8/23/2018	Type Mod
Remarks	Add \$157,660 STBG			
Action		Date		Type
Remarks				
Action	Change Funds	Date	8/23/2018	Type Mod
Remarks	Change Funding Source from to TAP/STBG split			
Action	Add funds	Date	6/1/2020	Type Mod
Remarks	Increase by \$160,000			
Action		Date		Type
Remarks				
Action		Date		Type
Remarks				
Action		Date		Type
Remarks				



**DEPARTMENT OF
LEISURE SERVICES**

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

Jones Building
1422 23rd Avenue
Gulfport, MS 39501

To: Gerard Bellocq, Comptroller

From: Gus Wesson, Director

Date: February 19, 2021

Subject: Budget Amendment to create a Budget for a Tidelands Grant Account

The Department of Leisure Services is requesting a Budget Amendment to open a capital account for the Gulfport Boat Launch Improvements Tidelands Project in the amount of \$150,000. This project was awarded to the City in October 2019 and approved for acceptance by City Council in December of 2019. These funds are needed to provide ADA improvements to the boat launches at Gulfport Lake, Handsboro, and Courthouse Road.

Should you have any questions or issues, please feel free to contact me.

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

Gus Wesson

City of Gulfport

Budget Amendment Request

Fund Name	Capital Projects
Department #	345
Department Name	Leisure Services

Date	02/23/21
Budget Entry #	2021-38

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	-	-	-	-
Other Services	-	-	-	-
Capital	4,797,356	(1,144,266)	150,000	3,803,091
Total	4,797,356	(1,144,266)	150,000	3,803,091

The Department of Leisure Services is requesting a Budget Amendment to set up the Capital account for the Gulfport Boat Launch Improvements Tideland Project in the amount of \$150,000.

Amendment # 2021-38



**DEPARTMENT OF
LEISURE SERVICES**

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

Jones Building
1422 23rd Avenue
Gulfport, MS 39501

To: Gerard Bellocq, Comptroller

From: Gus Wesson, Director

Date: February 22, 2021

Subject: Budget Amendment to the Marina Accounts

We would like transfer funds to and from into the following accounts. These funds will be used to purchase a commercial washing machine.

Line Item	Increase	Decrease
Operational Account 445-610700-45511		\$8,000
Capital Account 445-630100	\$8,000	
TOTAL	\$8,000	\$8,000

Should you have any questions or issues, please feel free to contact me.

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

Gus Wesson

City of Gulfport

Budget Amendment Request

Fund Name	Harbor
Department #	445
Department Name	Leisure Services

Date	02/23/21
Budget Entry #	2021-39

	Original Budget	Prior Amendments	This Amendment	Revised Budget
Personnel	-	-	-	-
Supplies	394,657	177,320	(8,000)	563,977
Other Services	-	-	-	-
Capital	37,409	191,500	8,000	236,909
Total	432,066	368,820	-	800,886

Leisure Services is requesting permission to internally transfer funds from Cinema by the Shore to a capital account in order to purchase a washing machine.

Amendment # 2021-39

MEMORANDUM – CITY OF GULFPORT

Date: FEBRUARY 18, 2021

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 2nd Day Of March, 2021.

**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 2nd day of March, 2021, 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: 0711O-04-057.000. Lot 6 & 7 Anderson & Stewart Add.. Awarded To L & M Lawn Care For \$845.00 To Remove/Haul Off All Trash & Debris From Site Located At 702 Mills Ave. (Haydel Properties Lp) Case 7141
- Parcel 2: 0811B-04-014.000. Lots 19 & 20 Blk 40 Arlington Heights Add. Awarded To 860 Property Maintenance For \$150.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris From Site Located At 2210 16th Ave. (Fore Marie M A) Case 7118
- Parcel 3: 1010G-01-037.000. Lots 4 & 19 Blk 4 Fernwood Heights Sec 29-7-10. Awarded To L & M Lawn Care For \$1775.00 To Cut & Clean The Property, Remove All Weeds & Vines, Cut & Remove Fallen Trees From Site Located At 927 Brown St. (Mahan Faye) Case 7062
- Parcel 4: 0708H-03-003.000. Lot 180 X 140 Ft Beg 320 Ft E Of Inter Of Ne Cor Of Crestview Subd 3rd Add & S Mar Of Robinson Rd S 140 Ft E 180 Ft N 140 Ft To Rd W Along Rd 180 Ft To Pob Part Of E 1/2 Of Nw 1/4 Of Se 1/4 Sec 5-7-11. Awarded To 860 Property Maintenance For \$120.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris From Site Located At 16143 Robinson Rd. (State Of Miss 6/3/2019) Case 7157

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 _____, 2021.

(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 _____, 2021.

APPROVED:

MAYOR

MEMORANDUM – CITY OF GULFPORT

Date: FEBRUARY 19, 2021

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 2

Parcel 1: 0711O-04-057.000. Lot 6 & 7 Anderson & Stewart Add.. Awarded To L & M Lawn Care For \$845.00 To Remove/Haul Off All Trash & Debris From Site Located At 702 Mills Ave. (Haydel Properties Lp) Case 7141

WARD 3

Parcel 2: 0811B-04-014.000. Lots 19 & 20 Blk 40 Arlington Heights Add. Awarded To 860 Property Maintenance For \$150.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris From Site Located At 2210 16th Ave. (Fore Marie M A) Case 7118

WARD 4

Parcel 3: 1010G-01-037.000. Lots 4 & 19 Blk 4 Fernwood Heights Sec 29-7-10. Awarded To L & M Lawn Care For \$1775.00 To Cut & Clean The Property, Remove All Weeds & Vines, Cut & Remove Fallen Trees From Site Located At 927 Brown St. (Mahan Faye) Case 7062

WARD 7

Parcel 4: 0708H-03-003.000. Lot 180 X 140 Ft Beg 320 Ft E Of Inter Of Ne Cor Of Crestview Subd 3rd Add & S Mar Of Robinson Rd S 140 Ft E 180 Ft N 140 Ft To Rd W Along Rd 180 Ft To Pob Part Of E 1/2 Of Nw 1/4 Of Se 1/4 Sec 5-7-11. Awarded To 860 Property Maintenance For \$120.00 To Cut & Clean The Property, Remove/Haul Off All Trash & Debris From Site Located At 16143 Robinson Rd. (State Of Miss 6/3/2019) Case 7157

TOTAL: \$ 2890.00

Notice to Bidders

Notice is hereby given that the City of Gulfport will receive sealed bids until Ten O'clock A.M., Local Time, March 29, 2021, at the Office of Procurement, located at 1410 24th Ave, Gulfport, MS 39501 for furnishing the City of Gulfport as ordered below:

Group E – Ready Mix Concrete

Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.”

The City of Gulfport reserves the right to utilize “anti-sniping” for reverse auctions. Anti-sniping is a tool that automatically extends the bid time for a reverse auction by five (5) minutes if a vendor places a bid in the final five (5) minutes of the reverse auction. The anti-sniping effect will also auto extend the reverse auction bid time any time a bid is placed in the last five (5) minutes of the reverse auction and can auto extend the reverse auction multiple times until the bidding on the reverse auction ends.

Electronic copies of the bid specifications are available by contacting cdebenport@gulfport-ms.gov or from Central Bidding at www.centralbidding.com. All bids must comply with the specifications provided. The City of Gulfport reserves the right to amend the specifications as necessary and agrees to notify all parties having requested bid packets. The Office of Procurement reserves the right to extend the auction date if necessary to complete the bid proposal pre-qualification process.

Above items are to be submitted on the bid form as provided. Failure to do so may disqualify the bidder. Bid packages may be obtained from the Purchasing Office, Hardy Building 1410 24th Ave, Gulfport, MS 39501, between the hours of 8:00 A.M. AND 5:00 P.M., Monday through Friday. Bid packages may be faxed or emailed upon request by contacting the Purchasing Office at 228-868-5705, Ext 6550 or email at cdebenport@gulfport-ms.gov.

The City reserves the right to accept bids by items or by group and to reject any or all bids if deemed to be in the best interest of the City of Gulfport. Bids will be awarded to the “lowest and best” bid submitted.

The owner is NOT responsible for bids which are mailed to the wrong address or which arrive in the mail after the designated bid opening time. Bids may be delivered in person to the Owner’s office prior to the bid opening at the time, date and location listed above.

Minority and Women’s business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs.

The successful bidder must adhere to the City's policy concerning non-discrimination without regard to race, creed, color, age, sex, national origin or handicap.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof.

Direct contact with any City employee, GRC Commissioners, including Administration and City Council, on the subject of this proposal is strictly forbidden. Violation of this paragraph will result in disqualification of your submission.

Ad Dates: 03-05-21 & 03-12-21

Send Invoice & Proof of Publication to: Connie Debenport, CPPB
City of Gulfport
P. O. Box 1780
Gulfport, MS 39502-1780

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Terri Goad, Procurement Specialist

Date: February 17, 2021

Re: Molle Duty Equipment
Police Department

I have reviewed the quotes received on the above referenced item and find Gulf States Distributor to be the lowest and best bid for a total amount of \$11,760.00.

I have issued Purchase Order #222075 accordingly and respectfully request you to spread this across the minutes. Please see attached tabulation sheet for your review.

Thank you for your consideration.

Molle Duty Equipment**PO# 222075**

QTY		Gulf States Distributor		The Southern Connection Police Supplies		Barneys Police Supplies	
SKU# 41PT02LE / Duty Pistol Taco, doubl, LE Blue	70	\$ 42.00	\$ 2,940.00	\$ 40.55	\$ 2,838.50	\$ 43.52	\$ 3,046.40
SKU# 41MAC0LE / Duty Multi-access Comm Taco, LE Blue	70	\$ 43.00	\$ 3,010.00	\$ 43.08	\$ 3,015.60	\$ 44.43	\$ 3,110.10
SKU# 41D002LE / Duty Handcuff Taco, double, LE Blue	70	\$ 48.00	\$ 3,360.00	\$ 47.80	\$ 3,346.00	\$ 50.75	\$ 3,552.50
SKU# 11TQK2LE / Slick Kydex Tourniquet Taco, LE Blue	70	\$ 35.00	\$ 2,450.00	\$ 39.00	\$ 2,730.00	\$ 35.36	\$ 2,475.50
Shipping			n/a		\$ 50.00		\$ 110.00
Total		\$ 11,760.00		\$ 11,980.10		\$ 12,294.50	

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.	10

Version

Excel 97-2003

**CITY OF GULFPORT, MISSISSIPPI and TETRA TECH, INC.
PROFESSIONAL SERVICES AGREEMENT FOR DEBRIS REMOVAL MONITORING SERVICES
HURRICANE ZETA**

AMENDMENT NO. 2

In accordance with Paragraph 26 in the **Professional Services Agreement for Hurricane Zeta Debris Removal Monitoring Services ("Contract")** dated November 8, 2020, between the **City of Gulfport, Mississippi ("City")** and **Tetra Tech, Inc. ("Tetra Tech" or "Contractor")**, the City and Tetra Tech do hereby enter into and make this amendment to the Contract as set forth herein. This amendment (modification) is made to Paragraph 8 of the Contract and is intended to increase the "not to exceed" ("NTE") amount set forth therein from \$830,946.00 to \$1,187,238.00 and to provide some of the rationale and basis for the same. While the Contract provided a NTE amount, it is acknowledged that "fees for the services under the Contract will be based on the actual hours of services furnished multiplied by Contractor's Billing Rates as set forth in Exhibit 'C'" thereto. In addition, no NTE amount was included in the documents that accompanied the City's solicitation for bid/proposals associated with this project.

NOW THEREFORE, for the mutual benefits and consideration from each party to the other, it is hereby agreed that the Professional Services Agreement for Hurricane Zeta Debris Removal Monitoring Services (the "Contract") is hereby amended and modified as follows, to-wit:

Paragraph 8 of the Contract, which previously read as follows:

"8. Fee for Services: The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Contractor's Billing Rates as set forth in Exhibit C. The hourly rates are fully burdened to include applicable overhead, profit, travel, equipment, and any other related expenses. **The total amount of this contract is the Not-To-Exceed amount of \$300,000.00"**,

and amended under Amendment No. 1 as follows:

"8. Fee for Services: The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Contractor's Billing Rates as set forth in Exhibit C. The hourly rates are fully burdened to include applicable overhead, profit, travel, equipment, and any other related expenses. **The total amount of this contract is the Not-To-Exceed ("NTE") amount of \$830,946.00.** It is noted that the initial NTE amount set forth in the Contract (\$300,000.00) has been increased to this **\$830,946.00** amount. The table below outlines the Contractor's anticipated staff positions and level of effort for this updated NTE amount.

is now hereby amended further to read as follows:

"8. Fee for Services: The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Contractor's Billing Rates as set forth in Exhibit C. The hourly rates are fully burdened to include applicable overhead, profit, travel, equipment, and any other related expenses. **The total amount of this contract is the Not-To-Exceed ("NTE") amount of \$1,187,238.00.** It is noted that the previously amended NTE amount set forth in Amendment No. 1 (\$830,946.00) has been increased to this **\$1,187,238.00** amount. The table below outlines the Contractor's anticipated staff positions and level of effort for this updated NTE amount.

CITY OF GULFPORT, MISSISSIPPI and TETRA TECH, INC.
AGREEMENT FOR DEBRIS REMOVAL MONITORING SERVICES
HURRICANE ZETA

AMENDMENT NO. 2

Labor Category	Hourly Rate	Estimated # of Staff	Estimated # of Hours/Day	Estimated # of Days	Estimated Total
Project Manager	\$75.00	2	12	67	\$120,600.00
Lead Monitors	\$48.00	6	12	67	\$231,552.00
Site Monitors	\$29.50	8	12	67	\$189,744.00
Field Monitors (Debris Collection)	\$29.50	20	12	67	\$474,360.00
Field Monitors (Hazardous Trees)	\$29.50	23	12	21	\$170,982.00
Estimated Total					\$1,187,238.00

Estimated levels of effort and associated costs are based on available information at the time the estimates were prepared. The fees for services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates. The Contractor will immediately notify the City if the NTE amount, based on then current or updated information, is believed to be in need of further modification, and the Contractor will supply adequate information and documentation to the City to support and justify the same. It is acknowledged that this burden is on the Contractor; otherwise, this Contract will be guided, managed, and administered based on the modified NTE stated in this amendment. The City is under no obligation to agree to such a modification; however, the parties agree that they will review and consider such a timely and proper request in good faith.

Assumptions Associated with Table of Cost Estimates:

The Contractor represents that its above-stated cost estimate is based on the following assumptions:

- o Estimated 475,000 cubic yards of debris and 12,500 hazardous trees
- o Estimated 20 debris contractor trucks operating 42 days with an average load of 46 cubic yards and 6 loads per day
- o Estimated 2 debris management sites and one final disposal site
- o Estimated 15 hazardous tree crews operating 12 days to address an estimated 7,000 hazardous trees
- o Truck to trailer ratio of 1:1.75 and a ratio of 1:1.75 of hazardous tree crews to field monitors

Changes to these assumptions, expansion of scope of work, or debris contractor efficiency may impact these cost estimates and warrant a prospective request for further increase of the NTE by the Contractor."

Except as hereby specifically amended, all provisions of the original Contract between and among the parties and all responsibilities, obligations, and duties of the Contractor shall continue to be in full force and effect.

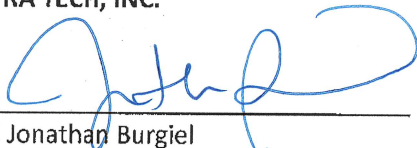
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**CITY OF GULFPORT, MISSISSIPPI and TETRA TECH, INC.
AGREEMENT FOR DEBRIS REMOVAL MONITORING SERVICES
HURRICANE ZETA**

AMENDMENT NO. 2

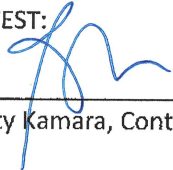
IN WITNESS, this Amendment No. 2 to the Contract is made, dated, executed and signed on the day and dates hereinafter set forth by officers or persons duly authorized to so act on behalf of the parties.

**CONTRACTOR:
TETRA TECH, INC.**

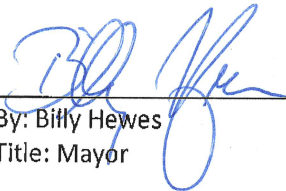

By: Jonathan Burgiel
Title: Business Unit President

Date: January 22, 2021

ATTEST:

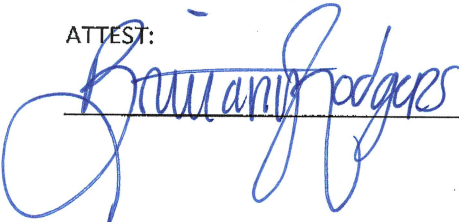

Betty Kamara, Contracts Administrator

**CLIENT:
CITY OF GULFPORT, MISSISSIPPI**


By: Billy Hewes
Title: Mayor

Date: February 3, 2021

ATTEST:


Brittany Rodgers



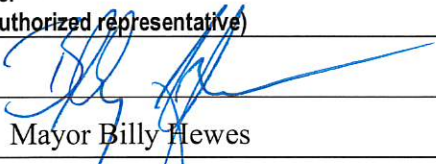
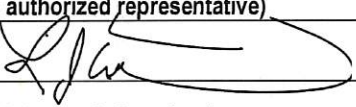
AT&T FAN: 58060105

IN-BUILDING SERVICE ENHANCEMENT AGREEMENT

Customer	AT&T
Customer Legal Business Name: City of Gulfport Public Works Street Address: 4050 Hewes Ave. City: Gulfport State/Province: MS Zip Code: 39507 Country: USA	AT&T Mobility National Accounts LLC
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Ryan Merrill Title: Street Address: 1422 23 rd Ave (if different from above) City: Gulfport State/Province: MS Zip Code: 39501 Country: USA Telephone: (228) 234-6246 Email: rmerrill@gulfport-ms.gov	AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This In-Building Service Enhancement Agreement ("ISE Agreement") is between the customer named above ("Customer") and the AT&T entity named above ("AT&T"). AT&T and Customer are, at times, referred to herein individually as a "Party" and together as the "Parties". This ISE Agreement is effective on the date the last party signs (the "ISE Agreement Effective Date").

AT&T and Customer are parties to the Wireless Service Agreement pursuant to which AT&T provides Customer with Service. As a supplement to that Service, Customer wants AT&T to provide enhanced RF coverage from the Network to certain Premises. AT&T is willing to provide the AT&T-owned components of a System to help enable such enhanced RF coverage pursuant to the terms and conditions of this ISE Agreement.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: 	By: 
Name: Mayor Billy Hewes	Name: Linda J Cottingham
Title: Mayor of City of Gulfport, Mississippi	Title: Sr. Contract Manager
Date: 02/17/2021	Date: 02/16/21

IN-BUILDING SERVICE ENHANCEMENT AGREEMENT

1. Definitions.

- 1.1 **"Affiliate"** of AT&T means any entity that controls, is controlled by, or is under common control with AT&T.
- 1.2 **"Base Station"** means an AT&T-owned base transceiver station ("BTS") (e.g., BBU, eNode-b, Node-b, mRBS, mRRUS, Picocell, Microcell, Macrocell) or any other device that generates RF.
- 1.3 **"COAM"** means Customer-owned and maintained and AT&T approved.
- 1.4 **"Distributed Antenna System" or "DAS"** means AT&T-owned or COAM antennas mounted on the interior of a building that can provide enhanced RF coverage to the interior of the building, the corresponding electronics, the cabling, and any distribution system required to connect the antennas to the electronics.
- 1.5 **"FCC"** means the Federal Communications Commission.
- 1.6 **"Frequency" or "Frequencies"** means the frequencies for which an AT&T Affiliate holds a license from the FCC for use in providing wireless telecommunication services and features.
- 1.7 **"Hazardous Materials"** means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil or health and safety.
- 1.8 **"Interference"** means undesired RF energy that can degrade the quality of Service on licensed frequencies, which may result in distorted conversations, dropped calls, and blocked calls for AT&T's licensed Affiliates or other carriers.
- 1.9 **"LAN"** means Local-Area-Network, which is a system that has networking equipment and/or computers in close proximity to each other capable of communicating, sharing resources and information.
- 1.10 **"Modifications"** means any modifications, enhancements, expansions, upgrades, adjustments, shut-downs, disablements, or other changes to a System or any component thereof.
- 1.11 **"Network"** means the AT&T infrastructure that is used to provide wireless radio telecommunications services on the Frequencies.
- 1.12 **"Premises"** means the individual, physical locations identified in Exhibit A, including its sub-exhibits, all of which are attached hereto and incorporated herein by reference (collectively, "Exhibit A").
- 1.13 **"Repeater"** means an AT&T-owned or COAM bi-directional amplifier.
- 1.14 **"RF"** means radio frequency.
- 1.15 **"Section" and "§"** mean sections of this ISE Agreement, unless otherwise noted.
- 1.16 **"Service"** means commercial mobile radio service, including without limitation wireless voice telecommunications services and wireless data telecommunications services, all as more fully described in the Wireless Service Agreement.
- 1.17 **"Small-Cell"** means a high capacity, low power small cell radio that generates RF for the purpose of extending Network coverage.
- 1.18 **"System"** means a customized in-building wireless radio telecommunications system comprised of one or more Base Station(s) or Small Cell or Repeater(s) (as applicable), the DAS (AT&T-owned or COAM), any related transmission facilities and any related equipment and cabling that will be installed for use on the Premises, as further described for each particular Premises in Exhibit A, to enable enhanced RF coverage from the Network.
- 1.19 **"Transport"** means the public telecommunications infrastructure that permits telecommunications between and among defined Network termination points. (e.g., Ethernet, Power over Ethernet, Microwave).
- 1.20 **"WAN"** means Wide Area Network, a private or public network service generally provided by a telecommunications carrier that connects LANs across diverse geographic regions.
- 1.21 **"Wireless Service Agreement"** means that certain Corporate Digital Advantage Agreement between AT&T and Customer effective December 17, 2015.
- 1.22 **"Wi-Fi"** means a technology that allows electronic devices to connect to a wireless LAN network and has Access Points and Controllers.

IN-BUILDING SERVICE ENHANCEMENT AGREEMENT

2. Term.

This Agreement will continue in effect so long as AT&T provides any AT&T-owned component of a System pursuant to Exhibits to this ISE Agreement.

3. Systems and Premises.

3.1 Identification. The Parties acknowledge and agree that a unique System will be required for each of the Premises identified in Exhibit A. These Premises will be identified in sub-Exhibits to Exhibit A as "Premises 1", "Premises 2" and so on. Similarly, the corresponding Systems, along with any installation fees, equipment removal fees, and other System-specific issues will be described in these sub-Exhibits. The Parties further acknowledge and agree that they may add additional Systems to existing Premises, or add new Premises in the future, by mutually agreed upon amendment. Unless otherwise set forth in Exhibit A, all terms and conditions of this ISE Agreement apply to each and all such Systems and Premises. In that regard, to the extent of any material conflict, the terms and conditions of Exhibit A take precedence over the terms and conditions of the remainder of this ISE Agreement.

3.2 Design. Each System may include a corresponding design to be mutually agreed by the Parties (each, a "Design"). If applicable, the Design will be attached hereto and incorporated herein as Exhibit B.

3.3 Installation. AT&T will install the AT&T-owned components of each System on the corresponding Premises in accordance with the corresponding System design(s). Related installation fees for the System(s), if any, are set forth in Exhibit A.

3.4 Ownership. FCC regulations require AT&T to maintain sole control over any transmitting device that operates within AT&T's assigned Frequencies. The Parties agree that except with respect to a COAM DAS or COAM Repeater (if applicable): (a) Customer does not have, and will not acquire through this ISE Agreement or the Wireless Service Agreement, any proprietary or ownership rights or interest in the System, the Network, AT&T's cell sites and related components, the Frequencies, or the public revenues associated with the Service or a System, (b) each System, and all corresponding components, are and will remain the property of AT&T, and (c) AT&T will have the right to install, operate, maintain and remove any System in its sole discretion at AT&T's expense. AT&T has no proprietary or ownership rights in the Premises or Customer's facilities, including Customer-owned cabling and distribution systems, including the COAM DAS and/or COAM Repeater (if applicable) used as part of a System installation.

3.4.1 Non-Exclusive Use of Base Station(s). Customer understands, acknowledges and agrees that, if a System includes one or more Base Stations, Customer's right to use the Base Station(s) is non-exclusive. AT&T may use any and all such Base Stations in connection with one or more separate customer's(s') systems provided, however, that if any use is to include others non-exclusive to Customer, that such use of this base station and any associated infrastructure or equipment shall comply with applicable City of Gulfport Ordinances regarding small cells and related technology.

3.5 Maintenance and Monitoring. AT&T will maintain the System at AT&T's expense. If the System includes a COAM DAS or COAM Repeater, then Customer will maintain any such COAM DAS and/or COAM Repeater at Customer's expense and AT&T will maintain the remaining AT&T-owned System components, as applicable, at AT&T's expense. Notwithstanding the foregoing, AT&T will not maintain, nor will it pay for any cabling, fiber or conduit related to a System damaged by Customer. Due to AT&T's ownership rights and FCC requirements, AT&T has the right to monitor the operation of a System twenty-four hours per day, seven days per week, in order to determine System performance and to ensure that Customer and/or a System does not cause Interference to other AT&T customers or their users, the Network, transmission facilities or other equipment. AT&T will determine the cause of any Interference it identifies in the vicinity of a System and may, at its option, disable or shut down such System until AT&T is able to determine and eliminate the cause of the Interference. In the event AT&T intends to exercise its option to disable or shut down a System, then AT&T will provide Customer reasonable notice of the related processes.

3.6 Capacity and Modification. Customer understands and agrees that a System impacts Network capacity and performance, and that, due to the nature of RF, a System may not provide coverage for the entire corresponding Premises. Customer will use reasonable good faith efforts not to change the Premises or Customer's use of the Premises in any way that interferes with the Frequencies, any System, or the Network. Customer understands and agrees that with reasonable prior notification to Customer (a) AT&T may, in its sole discretion, propose and make Modifications to the System at AT&T's Expense; and (b) any such Modifications may require additional space and consume additional power at the Premises. Furthermore, If (i) a planned Modification involves an expansion of the System or otherwise requires additional space and/or power or (ii) the DAS is COAM and does not support the Modification; and/or (iii) Customer objects to the Modification; or (iv) Customer changes the Premises or use of the Premises in a manner that interferes with the Frequencies, a System or the Network; and (v) no reasonable solution can be found, then AT&T may, at its option (A) disable or shut down the impacted System at any time, and/or (B) remove the AT&T-owned portions of the System in accordance with §6.3. Any Customer-proposed Modifications or COAM DAS expansions to a System are subject to AT&T's prior written approval, and, if approved, will be implemented at Customer's sole expense by an AT&T authorized vendor. Nothing in this Section will affect AT&T's rights under §3.8.

IN-BUILDING SERVICE ENHANCEMENT AGREEMENT

3.7 Connectivity. Customer understands and agrees that if a System includes a Base Station, then the Base Station requires connectivity to the Network via telephone company transport facilities, and AT&T will provide such connectivity at AT&T's expense. Customer understands and agrees Small-Cells require Transport. If Customer is responsible to provide Transport it must be available on a twenty-four (24) hour, seven (7) day a week basis and maintained in good condition and repair. Customer acknowledges and agrees that failure to support the provision of the Transport as set forth herein will prevent the System from operating.

3.8 AT&T Access. When accessing the Premises to complete any necessary installation, maintenance, repair, replacement, removal or other Modifications of any System, AT&T agrees to be subject to Customer's reasonable security procedures and protocol, and at no cost to AT&T.

3.9 Use of Third-Parties. Customer understands that AT&T may install, maintain, make Modifications to, monitor, remove and otherwise provide and operate a System under this ISE Agreement using AT&T's Affiliates and/or third-party subcontractors, and, accordingly, all references to "AT&T" in this ISE Agreement will include any such Affiliates and subcontractors.

4. Customer Responsibilities. Customer represents, warrants, and agrees that:

(a) Customer will obtain, prior to installation and at no cost to AT&T, all required approvals, licenses, permits, right of way, permitted use and consents from any and all applicable parties (including but not limited to landlords) to allow AT&T to install, maintain, repair, replace, remove, make Modifications to, and/or operate a System on the corresponding Premises. For clarification, AT&T will obtain, at no additional cost to Customer, all approvals, licenses, permits and consents required by the FCC, the respective State Public Utilities Commission or any other regulatory agency for the operation of the AT&T-owned components of the System. AT&T acknowledges that infrastructure it constructs, installs, affixes, or locates on or to the exterior of any structure or building shall comply with the City of Gulfport's Ordinances, including those pertaining to construction / location of small cells and design guidelines with respect to such infrastructure.

(b) Except as otherwise set forth in Section 3.7 (Connectivity), Customer will provide to AT&T, at no cost to AT&T, any conduit, holes (including without limitation any roof penetrations), wire ways, fiber wiring between buildings and floors, power/utilities and other items reasonably required to allow AT&T to install, repair, maintain, replace, remove, make Modifications to, and/or operate a System. Customer is responsible for any necessary extension of the telecom/data circuit from the demarcation point to the location where a Base Station or Small-Cell is deployed. Moreover, Customer agrees to reasonably cooperate with AT&T with the provision of such items, including but not limited to Transport, within a reasonable time;

(c) Customer will provide to AT&T, at Customer's sole cost, all electrical circuits and electricity, space in and on the corresponding Premises in accordance with Exhibit A that is sufficient, climate controlled, and in such a condition that will allow AT&T to install, repair, maintain, replace, remove, make Modifications to (subject to §3.5), and/or operate the corresponding System;

(d) Customer will ensure that the Premises at which AT&T installs and maintains a System is a suitable and safe working environment, free of Hazardous Materials. AT&T does not handle, remove or dispose of Hazardous Materials, and AT&T has no obligation to perform work at any Premises that is not a suitable and safe working environment. AT&T will not be liable for any Hazardous Materials;

(e) Customer will identify and make available to AT&T an authorized Customer representative to notify for gaining access to all Systems, and will provide AT&T with access to all Systems and any COAM DAS and/or any COAM Repeater as follows:

(1) Standard business hours for installation, maintenance, removal, replacement and certain Modifications (as reasonably determined by AT&T); and

(2) Twenty-four (24) hours per day, seven (7) days per week for repairs and certain Modifications (as reasonably determined by AT&T).

(f) Customer will ensure that all installation, modification, handling, maintenance, repair, removal of, and/or Modification to a System are performed solely by AT&T or an AT&T approved subcontractor;

(g) Customer will not allow any other wireless carrier to use an AT&T-owned System or any AT&T-owned component of a System;

(h) Customer will be solely responsible for all costs to repair a System from damage caused by acts or omissions of Customer, its agents, employees, contractors, or invitees;

(i) Customer will be solely responsible for all costs associated with a remodeling of a premises that alters the DAS and/or with moving a System within the corresponding Premises to a new location, if such move is done at Customer's request, and all such moves will be subject to AT&T's written approval which will not be unreasonably withheld;

(j) Customer will not install or operate a Repeater on any Premises to broadcast the Frequencies without AT&T's consent;

(k) Customer will notify AT&T of its intent to vacate any Premises at least sixty (60) days prior to such vacancy;

(l) Customer will provide rack space within its tenant space in the corresponding Premises; and

IN-BUILDING SERVICE ENHANCEMENT AGREEMENT

(m) To the extent it deems necessary, Customer will provide escorts when any AT&T personnel or agent is on the corresponding Premises in accordance with the ISE Agreement at no cost to AT&T.

5. Default. If either Party fails to perform or observe any material term or condition of this ISE Agreement within thirty (30) days after receipt of written notice of such failure from the other Party, then such Party will be in default of the ISE Agreement. No such failure, however, will be deemed to exist if a Party has commenced to cure such default within such period, provided that such efforts are prosecuted to completion with reasonable diligence. In addition, a Party will be in default of the ISE Agreement if (i) such Party makes a general assignment for the benefit of its creditors, (ii) a receiver is appointed for that Party due to its insolvency, (iii) that Party initiates a voluntary bankruptcy proceeding, (iv) that Party's creditors initiate a bankruptcy proceeding against that Party and such proceeding is continuing and not dismissed or discharged for sixty (60) days. Customer will also be in default of this ISE Agreement if it is in default of the Wireless Service Agreement or the Wireless Service Agreement is terminated.

6. Termination; Remedies.

6.1 Termination by Either Party. If a Party is in default of the ISE Agreement under Section 5 hereof, then the other Party may terminate this ISE Agreement and exercise any and all other remedies available at law or in equity. If AT&T terminates the Agreement under §6.1 it will also have the immediate right to shut down any and all AT&T-owned components of the System(s).

6.2 Termination by AT&T. AT&T may immediately terminate this ISE Agreement, exercise any and all other remedies available at law or in equity, and shut down any and all applicable Systems under the following circumstances:

6.2.1 Regulatory Change. In the event the FCC, the respective State Public Utilities Commission or any other regulatory agency or legislative body promulgates any rule, regulation or order that in effect or application prohibits or adversely affects AT&T's ability to fulfill its obligations hereunder.

6.2.2 Interference. In the event AT&T is unable to eliminate the cause of any Interference identified pursuant to §3.6.1 Monitoring, regardless of the cause.

6.2.3 Vacancy. In the event Customer vacates any Premises.

6.2.4 Operations. In the event AT&T experiences a significant loss of Customer provided power or Transport.

6.3 Equipment Removal. Upon termination of this ISE Agreement for any reason, AT&T has the additional right to enter the Premises and remove any and all AT&T-owned System or AT&T-owned component of a System upon reasonable notice to Customer, provided, however that AT&T's rights under §6.3 extend only to the corresponding Premises.

6.4 Equipment Removal Fee. To the extent any equipment removal fees apply at a specific Premise, they are detailed in Exhibit A and Customer must pay such equipment removal fees. Furthermore, equipment removal fees detailed in Exhibit A may apply if (a) AT&T terminates the ISE Agreement under §6.1; (b) AT&T terminates the ISE Agreement pursuant to §6.2.2 where AT&T determines that the Interference is caused by Customer or its use of the Premises; and/or (c) AT&T terminates the ISE Agreement pursuant to §6.2.3 or §6.2.4.

7. Limitations of Liability and Disclaimers.

7.1 Limitation of Liability.

(a) AT&T will not be liable for any damages, arising out of or relating to mistakes, omissions, interruptions, delays, errors or defects in the System(s).

(b) Section 7.1(a) will not apply to (i) settlement, defense or payment obligations under §8 (Third-Party Claims).

(c) AT&T's liability for bodily injury, death or damage to real or tangible property directly caused by AT&T's negligence or willful misconduct is limited to proven direct damages.

(d) EXCEPT FOR SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER §8 (THIRD-PARTY CLAIMS), OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

IN-BUILDING SERVICE ENHANCEMENT AGREEMENT

7.2 Additional Limitations of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SYSTEM WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD-PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS; ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER; LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, USER'S, OR THIRD-PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK OR SYSTEMS.

7.3 Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS (a) ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR (b) ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT WIRELESS CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY OR COVERAGE.

7.4 Application and Survival. The disclaimer of warranties and limitations of liability set forth in this ISE Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether or not damages were foreseeable, and will apply so as to limit the liability of each Party and its affiliates, and their respective employees, directors, subcontractors and suppliers.

8. Third-Party Claims. AT&T and Customer, but only to the extent permitted by Mississippi Law, agrees to indemnify, defend and hold harmless the other Party and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorney's fees) incurred as a result of third-party claims for damage to property and/or personal injuries (including death) arising out of the negligent or willful act or omission of the indemnifying Party. The following procedures will apply to any indemnification obligation under §8: (a) the Party seeking indemnification will promptly notify the indemnifying Party in writing of any claim or suit; (b) the indemnifying Party will have sole control of the defense or settlement; provided, however, that the indemnifying Party will not enter into any settlement that obligates the Party seeking indemnification to make an admission of guilt, or incur any expense for which the Party seeking indemnification is not indemnified, without such Party's prior written consent, which will not be unreasonably withheld; (c) the Party seeking indemnification will have the right to be represented separately by counsel of its own choosing, at its own expense, in connection with any claim or suit; and (d) the Party seeking indemnification will provide reasonable cooperation to the indemnifying Party at the indemnifying Party's expense.

9. Compliance with FCC Rules and Regulations. AT&T is a wireless carrier that uses federally licensed spectrum and is subject to rules and regulations of the Federal Communications Commission (FCC). The FCC has published specific regulatory guidelines as to the maximum permissible exposure (MPE) of radio frequency (RF) emissions. In connection with AT&T's installation of the equipment to be installed pursuant to this ISE Agreement at Customer locations, there may be circumstances when applicable FCC rules require AT&T to implement precautionary measures to implement safety protections for the benefit of the public relating to RF emissions. These include but are not limited to the placement of visible signage and/or physical barriers near the equipment's antenna. Customer hereby grants and/or will obtain for AT&T the right to post all required signage, place all barriers and otherwise comply with the applicable FCC regulations at all locations where AT&T installs the equipment to be installed pursuant to this ISE Agreement.

10. Marketing Assistance. Customer agrees to participate with AT&T marketing activities directed toward businesses and individuals who operate or reside within Customer's location. Marketing Examples: Permitting AT&T representatives to participate in "onsite events", the date and time of which shall be mutually agreed upon by the parties, posting digital signage, posting and maintaining a hyperlink from Customer's intranet site and any other mutually agreed upon marketing efforts.

11. Miscellaneous.

11.1 Force Majeure. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

11.2 Notices. Any required notices under this ISE Agreement will be in writing and will be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will

IN-BUILDING SERVICE ENHANCEMENT AGREEMENT

be deemed to have been effected on the day the transmission was sent). Any such notice will be sent to the office of the recipient set forth on the cover page of this ISE Agreement or to such other office or recipient as designated in writing from time to time.

11.3 Governing Law. This ISE Agreement will be governed by the law of the State of Mississippi, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

11.4 Assignment and Subcontracting.

(a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this ISE Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this ISE Agreement to an AT&T Affiliate. In no other case may this ISE Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party will remain financially responsible for the performance of the assigned obligations.

(b) AT&T may subcontract to an Affiliate or a third-party work to be performed under this ISE Agreement but will remain financially responsible for the performance of such obligations.

11.5 No Third-Party Beneficiaries. This ISE Agreement is for the benefit of Customer and AT&T and does not provide any third-party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

11.6 Severability. If any portion of this ISE Agreement is found to be invalid or unenforceable or if, notwithstanding Section 11.3 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

11.7 Survival. The terms and provisions of this ISE Agreement that by their nature require performance by either Party after the termination or expiration of this ISE Agreement, including, but not limited to, limitations of liability and exclusions of damages, will be and remain enforceable notwithstanding such termination or expiration of this ISE Agreement for any reason whatsoever.

11.8 Independent Contractor. Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

11.9 Amendments and Waivers. Any supplement to or modification or waiver of any provision of this ISE Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this ISE Agreement will not operate as a waiver of any other breach of this ISE Agreement.

11.10 Publicity. To the extent not precluded by law, neither party may issue any public statements or announcements relating to the terms of this ISE Agreement or to the provision of Services without the prior written consent of the other party.

11.11 Dispute Resolution. The parties agree to exercise their best efforts to settle any dispute arising out of or related to this ISE Agreement through good faith negotiation. Any dispute arising out of or related to this ISE Agreement that cannot be resolved by negotiation will be resolved by courts in the State of Mississippi.

11.12 Entire Agreement. This ISE Agreement constitutes the entire agreement between the parties with respect to its subject matter. This ISE Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the subject matter or the rights and obligations concerning the same, and the parties disclaim any reliance thereon. This ISE Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or order forms.

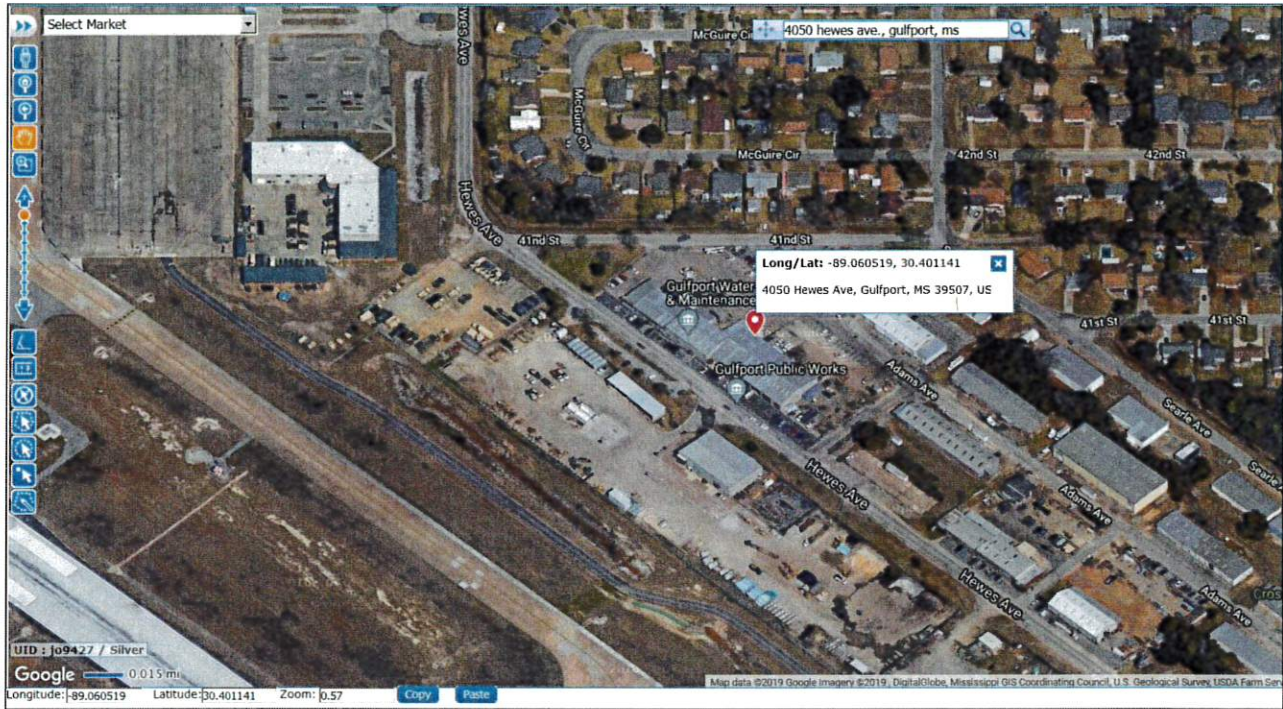
IN-BUILDING SERVICE ENHANCEMENT AGREEMENT

EXHIBIT A

Premises

Exhibit(s) A -1 attached below.

The Premises are hereby described as the commonly trafficked customer areas within the 1st & 2nd levels of the building that resides at 4050 Hewes Avenue in Gulfport, MS (approximately 64,000 total square feet).



IN-BUILDING SERVICE ENHANCEMENT AGREEMENT

EXHIBIT A -1

Premises 1

A. Location.

Physical address of Premises: 4050 Hewes Avenue, Gulfport, MS 39507

B. Installation Fee.

Amount: \$ 0

C. Equipment Removal Fee(s).

The equipment removal fee for the AT&T-owned components of the System that is located at Premises #1 is 20% of the System-Related Funding provided by AT&T and due within 60 days of invoice date. After the 3rd year of the ISE Agreement Effective Date, no Fee would apply.

D. System-Related Funding Provided by AT&T.

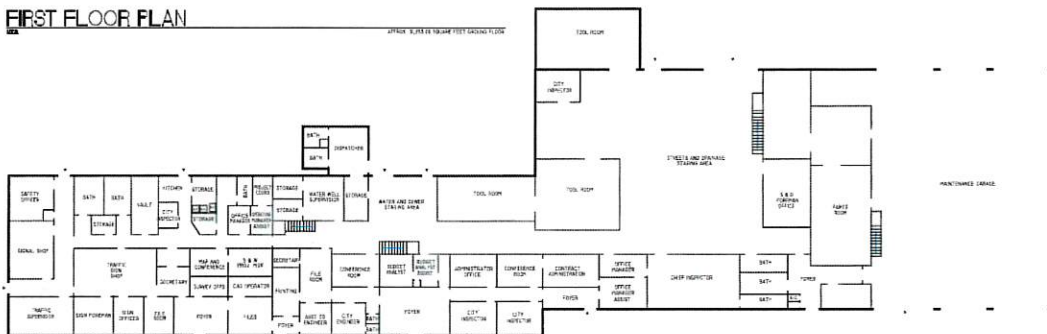
Amount: \$ 99,000

E. Special Notes.

- The project scope entails:
 - AT&T providing use of an LTE In-building Solution to the 1st & 2nd levels of the Customer Premises (approximately 64,000 total square feet). AT&T will fund, own, install & maintain the System at AT&T's expense. Ubiquitous coverage of the Premises is not the project intent (there may be some areas after System deployment that simply do not receive enhanced coverage due to the construction of the building and/or placement of the antennas).
- Customer understands and agrees:
 - This ISE Agreement and any System-Related Funding Provided by AT&T is subject to AT&T approval and availability.
 - Subscribers will need AT&T VoLTE capable devices & SIM cards to access the System attributes.
 - To report any trouble with the installed System to the Advanced Solutions Care Group at (800) 317-0935.
- Customer to provide at their sole expense:
 - Two (2) 208V AC L6 outlets adjacent to or above the relay rack at the System head end & a dedicated 110V AC quad outlet on a 20A circuit at each IDF/Hub location (unless otherwise indicated by AT&T after site survey).
 - Roof penetration, clear pathway and conduit to the roof of the building housing the AT&T base station equipment for an exterior GPS positioning antenna (AT&T will provide and install the GPS equipment at their expense).
 - Any required circuit extension from the MPOE to the AT&T Base Station head end location.
 - Any required fiber connectivity between the floors/buildings
 - All back up power (if desired)
- Conceptual design and floor plans to follow (for illustrative purposes only):

Conceptual Design

Base Station (BTS) & Distributed Antenna System (DAS)





STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
MISSISSIPPI HIGHWAY SAFETY PATROL
SEAN J. TINDELL, COMMISSIONER

Dear Chief/Sheriff/Agency Head:

This letter is to inform you the State of MS Department of Information Technology Services (ITS) has issued a new contract with C-Spire for State of MS data services. RFP 5000 requires all State data circuits to move to C-Spire. RFP 4000 which all current NCIC data circuits were ordered under will expire on February 6th 2022. Any agency still using an AT&T circuit will no longer be covered under state pricing and is subject to a rate increase. Please change your NCIC service provider to C-Spire to avoid this rate increase. C-Spire is currently offering a full T1 connection including a managed router at a cost of \$220.00 a month. C-Spire has assured us Agencies who place their orders by November 6th 2020 will be migrated by the 2022 deadline. DPS recommends you can contact C-Spire directly to make the switch ASAP. The contact to place orders with C-Spire is below:

Jason Thomas
Regional Vice President - Mississippi

1018 Highland Colony Parkway | Ridgeland, MS 39157
o. 601.707.3050 | c. 601.665.7019 cspire.com
jkthomas@cspire.com

For CIC/MJIC support you may contact Tim Farrar at 601-933-2614 or tfarrar@dps.ms.gov; Trey Brown at 601-933-2615 or tbrown@dps.ms.gov; or myself with the information provided below.

Ken Gunter

CJIS Systems Officer
MS Department of Public Safety
Criminal Information Center
3891 Highway 468 West
Pearl, MS 39208
Phone: (601) 933-2649 Fax: 601-933-2662
kgunter@dps.ms.gov



Service Order Form

BILLING INFORMATION		
Customer Name		Sales Representative
CITY OF GULFPORT		Jeremy Luke
Billing Address		Tax ID
2220 15th St		646000413
City, State	Zip Code	Billing Contact Phone
Gulfport, MS	39501	
Billing Contact Name		Billing Contact E-mail
Bruce Archebelle		barchebelle@gulfport-ms.gov
Technical Contact		Technical Contact Phone
Bruce Archebelle		
Technical Contact Email		
barchebelle@gulfport-ms.gov		

Customer acknowledges that it is purchasing or changing the products and services listed on Exhibit A under that certain State of MS Contract No: 5000 and that the terms and conditions of such contract shall apply hereto.

Client Authorized Signature	Date
	2/3/2021
Client Name	Client Title
Billy Hewes	Mayor

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Exhibit A – Product and Services

MPLS				
Locations	Product/Speed	Service Type	Monthly	Upfront
2220 15th St, Gulfport, MS, 39501	State Contract Multisite Network Point to Point VPRN (layer 3) 6 Mbps x 6 Mbps Managed	New	\$270.00	\$0.00
Totals:			\$270.00	\$0.00

Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
Location Totals:					0	0

Summary				Monthly	Total Upfront
Location					
2220 15th St, Gulfport, MS 39501				\$270.00	\$0.00

All Locations Totals	Total Monthly	Total Upfront
	\$270.00	\$0.00

ENGINEERING SERVICES CONTRACT

Debuys Road Pump Station Replacement Project

THIS CONTRACT is made and entered into by and between the *City of Gulfport*, a body Corporate of the State of Mississippi (the "CITY"), and, *Covington Civil & Environmental, LLC*, (the "CONSULTANT"), a *Mississippi* Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is 2510 14th Street #1010, Gulfport, MS 39501, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the CITY proposes to perform Pump Station Replacement, as provided for in the Debuys Road Pump Station Replacement Project, hereinafter called the "PROJECT"; and,

WHEREAS, the CITY desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the CITY that it is experienced and qualified to provide those services, and the CITY has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the CITY; which is now desirous of entering into a contract;

WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process with ultimate approval by the Gulfport City Council; to the end that both parties are now desirous of entering into a contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the CITY and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed debuys road pump station replacement project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the CITY.

THE CITY, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the CITY.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by the CITY and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by the CITY during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The CITY specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the CITY reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The CITY shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the CITY. In no event shall the CITY be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the CITY which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.

A Notice to Proceed shall be issued under authority from the CITY within 15 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the CITY.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the CITY is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the CITY by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the CITY, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the CITY and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the CITY be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT may submit monthly billing to the CITY. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, including the costs of travel, subsistence, and shipping charges shall be included in the hourly billing rate. Expenses for long distance telephone calls, testing, and printing shall be paid separately by the CITY. The CITY retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given City fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the CITY within 60 days of the end of the City fiscal year.

The CONSULTANT further agrees that CITY or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the CITY, and copies thereof shall be furnished upon request, at the CITY's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The CITY shall retain the final 5% of the CONSULTANT's Fee until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the CITY or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The CITY will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the CITY for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the CITY from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the CITY for inspection and review at all reasonable times in the General Offices of the CITY. Acceptance by the CITY shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the CITY, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by CITY personnel after final acceptance of the work by the CITY, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the CITY for such corrections shall be the responsibility of the CONSULTANT. The CITY shall give the CONSULTANT an opportunity to correct said breach unless (1) the CITY determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the CITY, or (2) the CITY determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the CITY.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the CITY resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the CITY and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which CITY or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the CITY or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the CITY'S option, participate and associate with the CITY in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the CITY'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the CITY entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the CITY shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the CITY agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the CITY for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The CITY shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be properly licensed and/or must hold a Certificate of Authority from the Mississippi Department of Insurance.

A certificate of insurance acceptable to the CITY shall be issued to the CITY by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the CITY.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the CITY prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the CITY any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the CITY.

If the CONSULTANT fails to procure or maintain required insurance, the CITY may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the CITY shall be repaid by the CONSULTANT to the CITY upon demand, or the CITY may offset the cost of the premiums against any monies due to the CONSULTANT from the CITY.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the CITY. For breach or violation of this warranty, the CITY shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the CITY or participating in any future contracts with the CITY.

ARTICLE XII. EMPLOYMENT OF CITY'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of this CONTRACT, without the written permission of the CITY, except as may otherwise be provided for herein.

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the CITY materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the CITY, any individual member of the CITY, officer, agent, or employee of the CITY, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the CITY or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the CITY. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the CITY. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the CITY to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The CITY reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the CITY any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the CITY in advance of their execution.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the CITY upon creation and shall be delivered to the CITY upon termination or completion of work, or upon request of the CITY regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the CITY.

The CONSULTANT and the CITY intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the CITY owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the CITY, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the CITY may deem necessary to secure for the CITY or its designee the rights herein assigned.

The CITY may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The CITY'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the CITY.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the CITY at no cost to the CITY to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the CITY that it has obtained or granted any and all such licensing prior to presentation of any Work to the CITY under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the CITY.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the CITY, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the CITY, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the CITY and shall also report to the CITY any such third party inquiry. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the CITY OF GULFPORT.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Harrison County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Harrison County**, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the CITY be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 4" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 4" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 4".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the CITY due to such contract cancellation or loss of license or permit.
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist, and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the CITY to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the City of Gulfport, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the City to provide funds or of the City to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the CITY for the performance of this CONTRACT, the CITY shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the CITY of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The CITY may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the CITY shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the CITY decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the CITY shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the CITY. In no event shall the CITY be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the CITY or, if prior approval is impossible, and then notice to the CITY and subsequent review by the CITY which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

CITY:

For Contractual Matters:

Wayne E. Miller, P.E.
Director of Public Works
4050 Hewes Avenue
Gulfport, MS 39507

(228) 868-5740
email: wmiller@gulfport-ms.gov

For Technical Matters:

Same

CONSULTANT:

For Contractual Matters:

Benjamin B. Benvenuti, P.E.
Principal Engineer
2510 14th Street, Ste. 1010
Gulfport, MS 39501
228-396-0486

email: ben@ccellc.us
Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors: PE #20740

For Technical Matters:

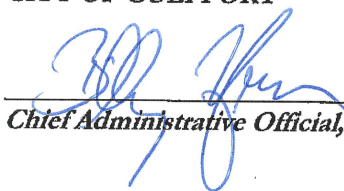
Same

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable CITY Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

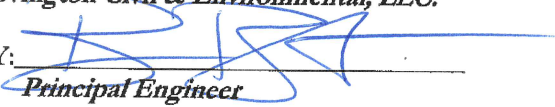
WITNESS this my signature in execution hereof, this the 3 day of February, 2021.

CITY OF GULFPORT

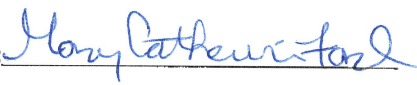

Chief Administrative Official, Mayor Billy Hewes

WITNESS this my signature in execution hereof, this the 25th day of January, 2021

Covington Civil & Environmental, LLC.

BY: 

Principal Engineer

ATTEST: 

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses.
4. Notice to the CONSULTANT
5. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.

EXHIBIT 1-A

EVIDENCE OF AUTHORITY

Covington Civil & Environmental, LLC.

WHEREAS, it has been requested that a copy of a resolution granting authority for certain company officials or agents to sign responses, proposals or contracts on behalf of the Company be included:

NOW THEREFORE BE IT RESOVLED, that BEN BENVENUTTI is a Principal of *Covington Civil & Environmental, LLC.* (Company) and has full authority to execute proposals, letters, or contracts on behalf of the Corporation.

SIGNATURE:

[Signature]

TITLE:

PRINCIPAL ENGINEER

DATE:

1/25/2021

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 25th day of January, 2021, within my jurisdiction, the within named Ben Benvenuti who acknowledged that he is Principal of *Covington Civil & Environmental, LLC.*, and that for and on behalf of the said Corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said Corporation to do so.

[Signature]
Notary Public

My Commission Expires:

Oct 3, 2021

Printed Name of Notary:

Jessica Zatopek



EXHIBIT 1-B

EVIDENCE OF AUTHORITY

CITY OF GULFPORT, MISSISSIPPI

WHEREAS, it has been requested that a copy of a resolution granting authority for certain City of Gulfport Officials or agents to sign responses, proposals or contracts on behalf of the City of Gulfport be included:

NOW THEREFORE BE IT RESOVLED, that the Honorable Billy Hewes is the Mayor of Gulfport, Mississippi and has full authority to execute proposals, letters, or contracts on behalf of the City of Gulfport.

SIGNATURE:

Billy Hewes

TITLE:

Mayor

DATE:

February 3, 2021

STATE OF MISSISSIPPI

COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 3 day of February, 2021, within my jurisdiction, the within named Honorable Billy Hewes, who acknowledged that he is Mayor of Gulfport, Harrison County, Mississippi, and that for and on behalf of the said City, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized executive power of the municipality under Miss. Code Ann. Sec. 21-8-15 to do so.

My Commission Expires:



Brittany Rodgers
Notary Public

Printed Name of Notary:

Brittany Rodgers

EXHIBIT 2

Scope of Work

PRELIMINARY AND CONSTRUCTION ENGINEERING CITY OF GULFPORT – DEBUYS ROAD PUMP STATION REPLACEMENT PROJECT

GENERAL DESCRIPTION:

Task 1: Site Selection

- CONSULTANT will work with representatives of the CITY to identify a suitable site to construct the new pump station.
- The CITY will negotiate with the property owners of the proposed site to obtain a fee simple purchase, easement, or other means to utilize the proposed site. The CONSULTANT will provide the CITY with technical support during the acquisition of the proposed property.
- Under this task, the CONSULTANT shall identify up to two (2) suitable sites for selection by the CITY.

Task 2: Survey

- CONSULTANT shall complete a Boundary and Topographic Survey for the existing Debuys Road Pump Station site and the new Debuys Road Pump Station Site.
- Horizontal and Vertical Control Points (2) will be established by GPS Observations utilizing a combination of the Gulf Coast Geospatial Center Real Time Network and Existing NGS Monumentation. The horizontal datum utilized will be the Mississippi State Plane Coordinate System, East Zone, NAD83 (2011), while the vertical datum will be the North American Vertical Datum 1988.
- Field data collection will generally include roadways, sewer structures within the site area, drainage pipe/structures, landscaping, utilities, easements, fences, and any other pertinent structures on the parcel. Spot elevations and elevations or depth of structures will be appropriately shown on the drawing. In order to comply with the "Standards of Practice for Surveying" for which all surveys in the state of Mississippi must comply. All property corners not found or recovered during field data collection will be re-set by our staff on a subsequent site visit, after all initial field data collection is complete.
- Field surveying work will be completed by means of a combination of Global Positioning Satellite (GPS) equipment along with robotic total station in areas where the GPS signal is obstructed (such as under trees, beneath rooftops, etc.).
- The Site survey for the existing Lift Station along Debuys Road will be performed by locating identifiable components that are readily accessible with location, size, depth, etc. We will locate the sewer force main, if marked in the field for a maximum of 700 feet in a Westerly direction. Additionally, the location, elevation, depth, size of piping, etc. will be obtained for a maximum of the six (6) sewer manholes lying along the lines extending to the existing lift station.
- Mississippi 811 will be utilized for all utility locate requests. Prior to collection of the field data (a minimum of 48-hour notice is required) our staff will submit a formal request to Mississippi 811 to have all utilities located. Our staff will collect electronic data (typically limited to horizontal data only) for the utilities located by the utility owners. Our staff cannot guarantee or warrant any locations shown on the drawings for accuracy. We caution the owner to have any utilities that may be in question to be further examined in the field (by means of spot excavation, ground penetrating radar, etc.).
- The CITY shall provide in GIS format the locations, sizes and distances of the force main routing from the Debuys Road Pump Station to the terminal manhole and any intersecting force mains.
- Any surveying in addition to the scope of work identified in Task 2 will be completed under a supplemental agreement approved by the CITY.

Task 3: Geotechnical Evaluation

- CONSULTANT shall complete soil borings on the proposed pump station site as necessary to complete the design. Disturbed split-spoon and/or Shelby tube samples would be obtained from the borings. All soils encountered during drilling would be examined and classified in the field by a geotechnical engineering technician.
- Test shall be conducted in the laboratory on the samples from the borings to assist in evaluating the strengths, classifications, and volume change properties of the soils encountered.
- An engineering report shall be prepared including a discussion of the soil conditions encountered and recommendations pertaining to site preparation, earthwork construction, foundation design and construction for the project based on soil conditions encountered.

Task 4: Engineering and Construction Document Development

- CONSULTANT shall prepare engineering Drawings and Specifications showing the scope, extent and character of the work necessary to construct a new triplex pump station in accordance with CITY standards.
- CONSULTANT shall provide drawings and specifications for the demolition of the existing elevated storage tank and associated buildings.
- CONSULTANT shall provide necessary design to incorporate the required SCADA in the new pump station.
- CONSULTANT shall prepare preliminary design documents for review and approval by the CITY. The preliminary design will show the proposed pumps and piping arrangement, control panel location and arrangement, yard piping and site access.
- Upon approval of the preliminary design by the CITY, CONSULTANT shall prepare final design and construction documents for review and approval by the CITY.
- The scope of work does not contemplate the inclusion of a pump house.
- CONSULTANT shall furnish five (5) copies of the Construction Documents to the CITY for review and approval.
- CONSULTANT's services under the Design Phase will be considered complete at the earlier of (1) the date when the Construction Document submittal have been accepted by CITY or (2) thirty days after the date when such Construction Document submittal are delivered to CITY for final acceptance.

Task 5: Environmental and Permitting

- CONSULTANT shall conduct a visual, walking survey of the property to assess for wetland areas based on soil types, vegetation, and hydrology. Prior to the field visit, topographic, soil, National Wetlands Inventory (NWI) and aerial maps will be researched and prepared for a working description of the site. Preparation of data sheets, final report and site maps summarizing the findings of the delineation which will be forwarded to the CITY. If necessary and upon the CITY's approval and request, the final report, associated data sheets and site maps will be provided to the United States Army Corps of Engineers (USACE) and the Mississippi Department of Marine Resources (MDMR).
- CONSULTANT shall submit plans and specifications to MDEQ environmental permits division for municipal sewage collections review and approval.
- CONSULTANT shall, if required, complete the necessary documents and coordination required to obtain a MDEQ Stormwater General Permit.
- Wetland Permitting is not included in the project scope. If determined to be required after completion of the Wetland Delineation, the CONSULTANT shall provide the CITY with a cost proposal to complete wetland permitting services.

Task 6: Bid Phase Services

- After acceptance by CITY of the CONSULTANT's drawings and specifications and upon written authorization to proceed, CONSUTLANT shall: assist CITY in advertising for and obtaining bids

for construction, maintain list of prospective bidders, attend pre-bid meeting, issue addenda (if necessary), attend the bid opening, prepare bid tabulation and assist CITY in evaluating bids received and awarding the contract.

Task 7: Construction Administration

- CONSULTANT shall make visits to the construction site as appropriate through the various stages of construction as CONSULTANT deems necessary in order to observe the progress of the Contractor's work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on CONSULTANT's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, CONSULTANT will determine in general if the Work is proceeding in accordance with the Contract Documents, and CONSULTANT shall keep Owner informed of the progress of the Work.
- CONSULTANT shall receive and provide appropriate actions in respect of shop drawings, change orders, request for information and clarifications. Reviews, approvals and other actions will not extend to safety, means, methods, procedures and techniques of the contractor or their representative.
- CONSULTANT shall review Contractor's application for payment and recommend, that, to the best of CONSULTANT's knowledge, the work is generally in accordance with the Contract Documents.
- CONSULTANT does not guarantee the performance of any Contractor or assumes responsibility for Contractor's failure to perform and/or furnish its work in accordance with the Contract Documents.
- Construction testing is not included in the scope of work.

Task 8: Resident Project Representation

- CONSULTANT shall furnish a Resident Project Representative (RPR) to assist CONSULTANT in observing progress and quality of the work of CONTRACTOR. RPR and/or CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, safety or procedures selected by CONTRACTOR. Budget for RPR services is based on 36 hrs/week for a 14-week construction time frame.
- RPR shall review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with CONSULTANT concerning acceptability.
- RPR shall attend meetings with CONTRACTOR.
- RPR shall serve as CONSULTANT's liaison with CONTRACTOR.
- RPR shall conduct on-site observations of the work in progress to assist CONSULTANT in determining if the work is in general proceeding in accordance with contract documents.
- RPR shall report to CONSULTANT whenever RPR believes that any work will not produce a completed project that conforms generally to the contract documents, or will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in 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 CONSULTANT of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- RPR shall report to CONSULTANT when clarifications and interpretations of the contract documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.

EXHIBIT 3

FEES AND EXPENSES

The CITY shall pay the CONSULTANT on an actual hourly fee with an upset limit for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT's fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES which are deemed reasonably necessary by the CITY for the advancement of the Scope of Work. Overtime work is not contemplated by this contract. Accordingly, direct salaries chargeable to this contract shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT's allowable indirect costs attributable to this contract. Direct Costs are those charges deemed reasonably necessary by the CITY for the successful completion of the Scope of Work which are included the hourly rate schedule with the exception of long distance telephone calls, testing, and printing which shall be paid separately by the CITY.

Hourly fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT's profit and business expenses including actual costs and direct costs for the successful completion of the SERVICES.

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for services will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this contract.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Hourly Rates:

The hourly billing rate schedule is shown below.

CITY OF GULFPORT**ENGINEERING FEES
STANDARD HOURLY RATES SCHEDULE**

<u>Position</u>	<u>Billing Rate</u>
Principal Engineer	\$ 162.00
Senior Professional Engineer (held P.E. License minimum 10 Years)	\$ 145.00
Senior Professional Engineer (held P.E. License minimum 5 Years)	\$ 125.00
Professional Engineer (Licensed P.E.)	\$ 125.00
Senior Project Manager (minimum 15 Year Experience)	\$ 115.00
Project Engineer	\$ 95.00
Biologist	\$ 115.00
Senior Administrative (minimum 15 Year Experience)	\$ 80.00
Engineering Technician	\$ 65.00
Senior CAD Technician (minimum 15 Years Experience)	\$ 90.00
Senior CAD Technician (minimum 10 Years Experience)	\$ 80.00
CAD Technician	\$ 70.00
Clerical	\$ 50.00
Resident Project Representative	\$ 75.00
Engineering/Specification Technician	\$ 50.00
Drone (minimum charge, up to half day)	\$ 350.00
Drone (more than half day to all day)	\$ 475.00

Direct Costs:

All costs shall be included in the Standard Hourly Rates with the exception of long-distance telephone calls, testing and printing which shall be paid separately by the CITY. Testing fees shall be approved by the City in advance prior to construction beginning and shall not exceed 2% of the construction cost.

Hourly Fee:

The CONSULTANT's fee shall NOT EXCEED **\$158,800** which shall be paid incrementally each month based on hours actually worked and based on the standard hourly rates above. CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

Compensation for SERVICES by SUB-CONSULTANTS not identified in the rate sheet above shall be the amount invoiced to the CONSULTANT plus Ten Percent (10%) billed by lump sum.

Contract Maximums:

Under no circumstances shall the amount payable by the CITY for this assignment exceed **\$ 158,800** (Total of all Charges) without the prior written consent of both parties and approved by the Gulfport City Council.

Fee and Expense Summary

1. Design
 - a. Site Selection - **\$4,500**
 - b. Survey - **\$12,000**
 - c. Geotechnical Investigations - **\$7,000**
 - d. Engineering and Construction Document Development - **\$56,000**
 - e. Bid Phase Services - **\$5,700**
 2. Construction Administration and RPR Services - **\$66,800**
 3. Environmental and Permitting - **\$6,500**
 4. Direct Cost - **\$300**
- Total Fee - **\$158,800**

EXHIBIT 4

**NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT
DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY**

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the CITY.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is

permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the CITY and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs for United States Department of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 5

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT 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 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 records, 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;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No 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 Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding 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.
 - (g) 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 Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 25th day of January, 2021.

Covington Civil & Environmental, LLC.

BY: [Signature]
Principal

ATTEST: Mary Catherine Ford

My Commission Expires: Oct. 3, 2023 Georgia Zatopek
Notary



MEMORANDUM OF AGREEMENT
FOR PROFESSIONAL SERVICES

This Agreement ("Agreement") is made and entered into this 3 day of February, 2021, between the **CITY OF GULFPORT, MISSISSIPPI**, (hereinafter "**CITY**") and **DENNIS W. MILLER, ESQ.** of the law firm of **JONES WALKER, LLP** (hereinafter "**CONTRACTOR**").

WHEREAS, Contractor is a lobbyist with expertise in the area of government relations; and

WHEREAS, the City wishes to avail itself of Contractor's expertise and advice during the term of this Agreement; and Contractor is willing to offer its expertise and advice to the City, under the terms and conditions as stated herein.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, and intending to be legally bound, the parties agree as follows:

1. **Scope of Services.** Contractor shall, in a satisfactory and proper manner, and under the terms and conditions provided herein, and in accordance with any governing laws and professional rules of conduct, provide and engage in those activities and services normally associated with comprehensive and effective government relations efforts and professional consulting services. Such services shall consist of and include, among other things, strategy development, drafting of legislation and proposals, direct contacts with agencies and the Legislature, identifying and assisting in outreach and communication with key governmental personnel to advance the City's agenda and needs; holding periodic conferences and meetings with City officials and employees to further the services provided hereunder, providing status reports to the City on a weekly or biweekly basis, and any and all other necessary activities related thereto.
2. **Manner of Service.** Services provided by Contractor pursuant to or in accordance with this Agreement shall be performed in a professional, prompt and competent manner and in accordance with the laws of the State of Mississippi and the United States of America and conform to high and ethical standards in the community and in the State of Mississippi. Contractor shall keep and maintain during the term of this Agreement a cell phone number or otherwise toll-free telephone number so that City staff and representatives thereof may reasonably and expediently be able to communicate with him.

3. **Term.** The term of this Agreement shall be for twelve (12) consecutive months commencing February 1, 2021, and expiring on January 31, 2022, ("Term") unless sooner terminated or canceled as set forth herein. The Term of this Agreement may be extended beyond January 31, 2022, on a monthly, semi-annual, or twelve (12) month basis at the rate or fee structure consistent with the stated monthly fee of \$2,000 referenced herein. The City can effectuate an extension of the *initial/base Term* by submitting notice of the desired extension to the Contractor no later than thirty (30) days prior to the end of the initial/base Term (i.e., no later than January 1, 2022).
4. **Compensation.** During the initial/base Term of this Agreement, Contractor shall be compensated by City at the total base amount of \$24,000.00 for twelve (12) calendar months. This total base fee amount will be paid in equal amounts of \$2,000.00 (one-twelfth (1/12) of the base total) on a monthly basis and in arrears. As an example, while services for this Agreement shall be effective commencing February 1, 2021, the invoice for services for the month of February 2021 shall be issued by Contractor and submitted to the City on March 1, 2021. All monthly invoices associated with the total base fee thereafter will be issued on the 1st day of each succeeding month except where such day falls on a weekend, and in such instance the subject invoice shall issue on the last weekday prior thereto. Invoices shall be paid by the City within twenty (20) days of receipt. Invoices shall be sent to the City Clerk via e-mail to gbellocq@gulfport-ms.gov, or his or her designee, and First Class U. S. Mail, postage prepaid, to City Clerk, City of Gulfport, Post Office Box 1780, Gulfport, Mississippi 39502.
5. **Non-Exclusive Contract.** This is a non-exclusive contract as to each party hereto, and each party retains the right at any time to contract with other persons or entities, including another governmental entity, where such engagement shall not result in a conflict of interest or other ethical conflict.
6. **Termination.** (a) *For convenience.* Either party may terminate this Agreement at any time for any reason (or no reason) by giving the other party written notice of termination at least thirty (30) days prior to the effective date of termination. Should this Agreement be terminated pursuant to the immediately-preceding provision, Contractor agrees to complete any outstanding work to final disposition prior to termination. (b) *For default.* Breach or failure to perform any provision of this Agreement shall be an "event of default." If the party in breach fails to cure any default within fifteen (15) days from receipt of written notice of an event of default, then this Agreement may be terminated immediately for default by written notice to the breaching party or party in default and in such event, either party may assert any remedies at law or in equity that it/he deems to be entitled for breach of contract. (c) *Effect thereof.* If this Agreement is terminated prior to end of a completed (full) month, then Contractor shall be paid a pro rata share of the monthly amount due for that portion of the month within twenty (20) days of end of this Agreement.

7. **Waiver; Remedies.** (a) Failure to enforce any provision of this Agreement in which an event of default has occurred shall not constitute a waiver of rights to subsequently enforce this contract and each provision hereof. To the extent allowable by law, and subject to any state and federal law immunities, each party agrees to indemnify the other against any loss or damages resulting from an event of default not cured as provided herein. (b) If any party is required to obtain or utilize the services of an attorney to enforce any provision of this Agreement for failure to cure any default as herein provided, then the party in default shall be liable for the other party's reasonable attorney's fees and costs of litigation.
8. **Independent Contractor; Professional Services Contract; Materials, Equipment, and Resources.** (a) Contractor certifies that he shall be licensed, certified, experienced, and qualified (as necessary) and able to perform any and all services under this Agreement, and he agrees to notify City immediately if his license, if any, is terminated or suspended or his credentials change so as to limit his professional qualifications, which shall be grounds for cancellation of this Agreement and of any further obligations for payment of unearned fees by the City hereunder. (b) This is a professional services contract in which Contractor shall at all times be acting as and considered an independent contractor with the City and not an employee of the City or any of the City's employees, servants, agents, or representatives. Contractor shall have no claim under this Agreement or otherwise against the City for wages, salary, vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation disability, unemployment insurance benefits, or benefits of any kind or sort other than the compensation as set forth herein. (c) Contractor agrees that he has secured or will secure at his own expense, all persons, employees, equipment, and other resources required to perform the services contemplated and required under this Agreement.
9. **Taxes.** City and Contractor acknowledge and agree that Contractor will be solely and completely responsible for any and all taxes due and owing to any governmental entity or agency (local, state and/or federal) on any monies or compensation received by Contractor from City under this Agreement.
10. **Compliance with Legal Obligations.** Contractor agrees that, in rendering services under this Agreement, he shall comply with all federal, state, and local laws.
11. **Identification of Conflicts of Interest.** Contractor will make reasonable and diligent efforts to obtain and review relevant documents and other materials and information reasonably available in connection with matters that he is to undertake in conjunction with the provision of services under this Agreement to determine if any potential conflicts of interest exist concerning his involvement or provision of services for the City in connection with the same, and Contractor will immediately notify and apprise the City of any such conflicts of interest.

12. **Notices.** All official notices to the parties hereunder shall be in writing sent via the following means:

(a) to the CITY:

via e-mail to the Mayor at bhewes@gulfport-ms.gov with copy to the City Attorney at jbruni@gulfport-ms.gov; or

via hand-delivery or First Class U. S. Mail, postage prepaid, to the Mayor at Mayor, City of Gulfport, 2309 15th Street, Gulfport, Mississippi 39502 and, separately via hand-delivery or First Class U. S. Mail, postage prepaid, to the City Attorney at City Attorney, City of Gulfport, Post Office Box 1780, Gulfport, Mississippi 39502.

(b) to CONTRACTOR:

via e-mail to the Contractor at dmiller@joneswalker.com; or

via hand-delivery or First Class U. S. Mail, postage prepaid, to Dennis Miller, Esq. at 190 East Capitol Street, Suite 800, Jackson, Mississippi 39201.

The point of contact for the City under this Agreement shall be the City Attorney.

13. **Representations by City.** The City agrees to comply with all lobbying requirements, including, but not limited to, the filing requirements of the Lobbying Law Reform Act of 1994, as set forth in Miss. Code Ann. §5-8-1 et seq. (Rev. 2002) and the Lobbying Disclosure Act of 1995, as set forth in 2 U.S.C. §1605 et seq., and further agrees that no fees, expenses, or other amounts paid to the Contractor in connection with this Agreement shall be paid from any Federal or State appropriated funds. The City Clerk shall maintain a record of all expenditures and shall assist the Contractor in the filing of any and all required forms.
14. **Reports; Submissions.** The Contractor and his agents and employees shall submit all reports required of them by Federal and State lobbying disclosure and/or reporting laws or other codes, regulations, and laws.
15. **Confidential Information.** It is understood that from time to time confidential and/or privileged information may be shared. The parties agree not to disclose any privileged or confidential information unless disclosure is (a) mutually agreed upon in writing; (b) is reasonably required in connection with the fulfillment of the disclosing party's obligations hereunder and made only to the minimum extent necessary to carry out such obligations; (c) is information which had generally become known to the public other than through the disclosure thereof by the disclosing party or which is otherwise subject to

disclosure under state or federal law and not within any exemption from such disclosure; (d) made to any authorized attorney, accountant or other professional advisor of the disclosing party under confidentiality agreements and/or attorney-client or similar privilege; (e) pursuant to any compulsory legal process; or (f) otherwise subject to disclosure under the Public Records Act under State law.

16. **Limitation of Liability.** Contractor and his agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages (including, but not limited to, any and all indirect, special, incidental, punitive or consequential damages), injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including, without limitation, attorneys' fees, which in any way arise out of or relate to any willful, grossly negligent, or negligent acts of omission or commission of or attributed to the Contractor and/or his agents, servants, employees, and representatives. Only to the extent that the City is authorized by the laws of the State of Mississippi and without waiving any constitutional, statutory, or common law defenses, immunities, or exemptions from liability, including, but not limited to, those set forth in Miss. Code Ann. §11-46-9(1), as amended, the City agrees to defend, indemnify, and hold harmless Contractor with respect to or from and against claims, demands, causes of actions, lawsuits, judgments, and orders arising out of or as a result of willful or grossly negligent acts or omissions of the City.
17. **Severability.** Should any clause, portion or section of this Agreement be unenforceable or invalid for any reason, City and Contractor acknowledge and agree that such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of the Agreement. The captions/titles have no effect or meaning other than as headings to identify the paragraphs.
18. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Mississippi.
19. **Reimbursable Expenses.** Routine office expenses, such as copies, long distance fees, fax charges, and in-state mileage are included in the base-consulting fee. There are no lodging expenses in Jackson. Previously approved entertainment, extraordinary travel and lodging expenses may be reimbursable. All expenses will be invoiced with copies of receipts attached.
20. **No Gifts or Gratuities.** Contractor and his agents, employees, and representatives agree not to provide any gifts, gratuities or any item of value to any employee of the City, or to any other federal, state, or local official, in connection with the performance of this Agreement. The City agrees not to solicit gifts, gratuities or any items of value from Contractor in connection with his performance of this Agreement.

21. **Entire Agreement and Amendments.** This Agreement constitutes the entire agreement of the parties and supersedes and cancels all previous written or oral agreements or representations relating to the subject matter hereof. This Agreement may not be amended, supplemented or modified except by a written document signed by the City and Contractor.
22. **Successors.** This Agreement shall inure to the benefit of and may be enforced by the City, its successors and assigns, and shall be binding upon Contractor, his executors, administrators, heirs, and other successors in interest. Contractor's rights and obligations under this Agreement are not assignable.
23. **Official Approval of Contract.** This Agreement shall take full force and effect only after it is approved by the Governing Authority for the City and signed by the Mayor and Contractor.

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

City of Gulfport, Mississippi

Dennis W. Miller, Esq.

By: _____

Mayor

By: _____

Dennis W. Miller, Esq.

Date: _____

February 3, 2021

Date: _____

February 17, 2021

Attest: _____

City Clerk

Deputy City Clerk

Date: _____

February 3, 2021

**AGREEMENT BETWEEN THE CITY OF
GULFPORT AND COMMODITY (Group U – Electronic Equipment)
SUPPLIER ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the 3 day of February in the year 2021, by and between the City of Gulfport, Mississippi (hereinafter called CITY) and FEDERAL SIGNAL (hereinafter called SUPPLIER).

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

Article I. Commodities.

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

Article II. Contract Times.

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

This Contract will be effective for the period February 3, 2021 thru December 31, 2021 ("Contract Term"). It is agreed that there is one (1) optional period of one (1) year, such option period to commence upon expiration of the Contract Term ("Option Term"). Such Option Term shall be effective and exercised automatically unless, at least thirty (30) days before the end of the Contract Term, CITY or SUPPLIER notifies the other of an intent not to exercise this option and extend the Contract Term for this second one (1) year. All pricing shall remain as bid through the Option Term.

Article III. Contract Price.

CITY shall pay SUPPLIER for the delivery of items ordered under this contract in accord with the unit price set forth for each item in SUPPLIER's Bid Proposal for which SUPPLIER was awarded this contract which is attached hereto as Exhibit "A" and incorporated herein.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the SUPPLIER shall be removed from the qualified bidders list for

twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant.

Article IV. Payment Procedures.

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

Article V. Contract Documents.

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

Article VI. Warranties.

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

Article VI. Miscellaneous.

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

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

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

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

Article VII. Hold Harmless.

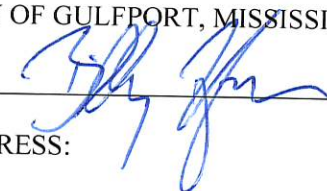
SUPPLIER further agrees that it will, and hereby does, fully indemnify, defend and hold harmless the CITY of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising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

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

This Agreement will be effective on February 3, 2021.

CITY:

CITY OF GULFPORT, MISSISSIPPI

BY: 

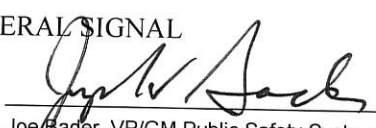
ADDRESS:

P.O. Box 1780
Gulfport, MS 39502

DATE: 2/14/2021

SUPPLIER:

FEDERAL SIGNAL

BY: 

Joe Bader, VP/GM Public Safety Systems

ADDRESS:

2645 Federal Signal Drive
University Park, IL 60484

DATE: 2-9-2021

This Instrument prepared by and to be returned to:

Margaret Murdock, MS Bar #9824
City of Gulfport
Post Office Box 1780
Gulfport, Mississippi 39502-1780
(228) 868-5811

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

VACATION AND RELEASE OF EASEMENT

FOR AND IN CONSIDERATION of the sum of ONE and NO/100 (\$1.00) DOLLARS, cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, **BILLY HEWES, MAYOR, CITY OF GULFPORT, MISSISSIPPI**, a body politic and municipal corporation established and existing according to the Laws of the State of Mississippi Grantor, do hereby release, vacate and otherwise extinguish any claim of the City of Gulfport, Mississippi, to the easement for the "construction, installation and maintenance of water, sewage and/or drainage structures" over and across certain real property described as follows:

All that part of "Parcel One" as conveyed to Arthur E. Huggins and A. V. Shamon by deed recorded in Book 693 at Page 143 of the Deed Records of Harrison County, Mississippi, lying within lines drawn parallel with and 5 feet either side of the following described line:

Beginning at a point on the fence between the above described parcel and the Veterans Administration Hospital, 507.63 feet South of the South right-of-way of the L&N Railroad; thence Easterly across said parcel 210 feet, more or less, to the East line thereof, 238.50 feet South of the South line of 16th Street.

Being situated in Fractional Section 1, Township 8 South, Range 11 West, Harrison County, Mississippi.

Said Easement previously conveyed to the City by that certain Easement on file in the Land Records of Harrison County, Mississippi, First Judicial District, at Book 800, Page 198. The temporary construction easement conveyed therein shall also be vacated and released hereby.

INDEXING INSTRUCTIONS:

Section 1, Township 8 South, Range 11 West, First Judicial District, Harrison County, Mississippi, First Judicial District

WITNESS MY SIGNATURE on this the 3 day of February, 2021.



BILLY HEWES, MAYOR

ATTEST:

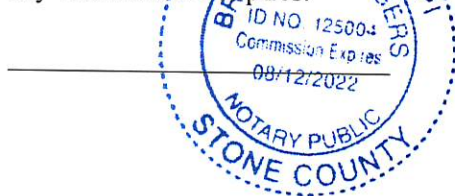


GERARD BELLOCQ, CITY CLERK

**STATE OF MISSISSIPPI
COUNTY OF HARRISON**

PERSONALLY CAME and appeared before me, the undersigned authority in and for the jurisdiction aforesaid on this the 3 day of February, 2021, BILLY HEWES, who acknowledged to me that he is the MAYOR of the City of Gulfport, Mississippi, and 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 authorized to do so.

My Commission Expires:





NOTARY PUBLIC

(SEAL)

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the 2nd day of February, 2021, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AUTHORIZE VACATION AND RELEASE OF EASEMENT, TO AUTHORIZE THE MAYOR TO EXECUTE INSTRUMENT EFFECTUATING SAID RELEASE, AND FOR RELATED PURPOSES

WHEREAS, on June 7, 1976, Arthur E. Huggins and A.V. Shannon, then owners of certain real property located directly east of what was, at the time, the Gulfport Veterans Administration Hospital, executed an "Easement" (the "1976 Easement") in favor of the City of Gulfport, Mississippi, for the "construction, installation and maintenance of water, sewage and/or drainage structures" over and across certain real property described as follows:

All that part of "Parcel One" as conveyed to Arthur E. Huggins and A. V. Shannon by deed recorded in Book 693 at Page 143 of the Deed Records of Harrison County, Mississippi, lying within lines drawn parallel with and 5 feet either side of the following described line:

Beginning at a point on the fence between the above described parcel and the Veterans Administration Hospital, 507.63 feet South of the South right-of-way of the L&N Railroad; thence Easterly across said parcel 210 feet, more or less, to the East line thereof, 238.50 feet South of the South line of 16th Street.

Being situated in Fractional Section 1, Township 8 South, Range 11 West, Harrison County, Mississippi.

WHEREAS, a copy of the 1976 Easement is attached hereto as Exhibit "A" and may also be found in the Land Records of Harrison County, Mississippi, First Judicial District at Book 800, Page 198; and

WHEREAS, the current owner of the subject property, Centennial Plaza, in order to facilitate the re-development of the said property has requested that the City vacate and release and otherwise abandon the 1976 Easement; and

WHEREAS, after thorough review of the existing water, sewer and drainage systems and taking into account future drainage needs in the area of the subject property, the Engineering Department and the Public Works Department have advised that there is no need for the City to retain the 1976 Easement as the Developer, upon development of the subject property will install appropriate utility and drainage facilities; and

WHEREAS, abandonment of the 1976 Easement is believed to be in the best interest of the City of Gulfport.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF 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 authorize the Mayor to release and vacate the easement previously granted to the City via that certain document on file in the land records of the Chancery Clerk of Harrison County, First Judicial District, at Book 800, Page 198 and, further, the Governing Authority of the City of Gulfport approves the proposed Vacation and Release of Perpetual Easement which is attached hereto as Exhibit “B” and, further, the Governing Authority of the City of Gulfport authorizes the Mayor to execute the same on behalf of the City of Gulfport and, further, the Governing Authority of the City of Gulfport authorizes the Mayor to accept delivery of a drainage easement from Stanfield as mentioned in the Preamble hereto and to spread the same upon the minutes of the City Council after the same has been properly recorded in the land records of Harrison County, Mississippi, First Judicial District.

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

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

YEAS:

Casey

Roland

Holmes-Hines

Walker

Flowers

Pucheu

NAYS:

None

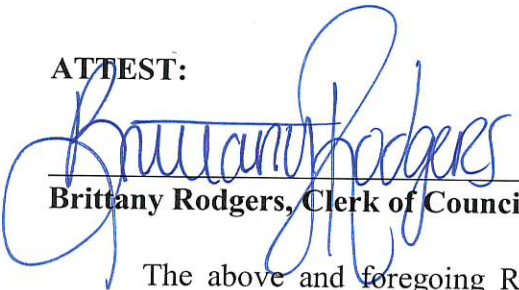
ABSENT:

Sharp

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 2nd day of February, 2021.

(SEAL)

ATTEST:


Brittany Rodgers, Clerk of Council

ADOPTED:


F.B. "Rusty" Walker, IV, President

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of February, 2021.

APPROVED:


Billy Hewes, Mayor

STATE OF MISSISSIPPI
COUNTY OF HARRISON

EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), and other cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, we, ARTHUR E. HUGGINS and A. V. SHANNON, do hereby give and grant unto the CITY OF GULFPORT, MISSISSIPPI, easements for the construction, installation and maintenance of water, sewage and/or drainage structures over and across the following described property in Gulfport, in the First Judicial District of Harrison County, Mississippi, to-wit:

(1) PERMANENT EASEMENT:

All that part of "Parcel One", as conveyed to Arthur E. Huggins and A. V. Shannon by deed recorded in Book 693 at Page 143 of the Deed Records of Harrison County, Mississippi, lying within lines drawn parallel with and 5 feet either side of the following described line:

Beginning at a point on the fence between the above described parcel and the Veterans Administration Hospital, 507.63 feet South of the South right-of-way of the L & N Railroad; thence Easterly across said parcel 210 feet, more or less, to the East line thereof, 238.50 feet South of the South line of 16th Street.

Being situated in Fractional Section 1, Township 8 South, Range 11 West, Harrison County, Mississippi.

(2) TEMPORARY EASEMENT:

A 10-foot strip adjacent to the above described permanent easement and southerly thereof, less and except that part of said 10-foot strip presently occupied by an apartment building.

Said easements are more graphically shown on sketch attached hereto and made a part hereof as fully as though copied herein at length.

It is understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing or to accrue to the grantors herein, for or on account of the construction and/or maintenance of the water, sewage and drainage facilities, change of grade, water damage and/or any other damage, right or claim whatever.

It is further agreed that this instrument constitutes the entire agreement between the parties, there being no oral agreements or representations of any kind.

WITNESS their signatures, on this the 7th day of

June, 1976.

Arthur E. Huggins
ARTHUR E. HUGGINS
A. V. Shannon
A. V. SHANNON

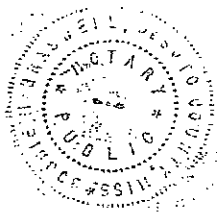
STATE OF MISSISSIPPI

COUNTY OF HARRISON

PERSONALLY appeared before me, the undersigned authority in and for the above mentioned county and state, ARTHUR E. HUGGINS and A. V. SHANNON, who acknowledged that they signed and delivered the above and foregoing Easement on the day and in the year therein mentioned.

GIVEN under my hand and official seal of office, on this the 7th day of June, 1976.

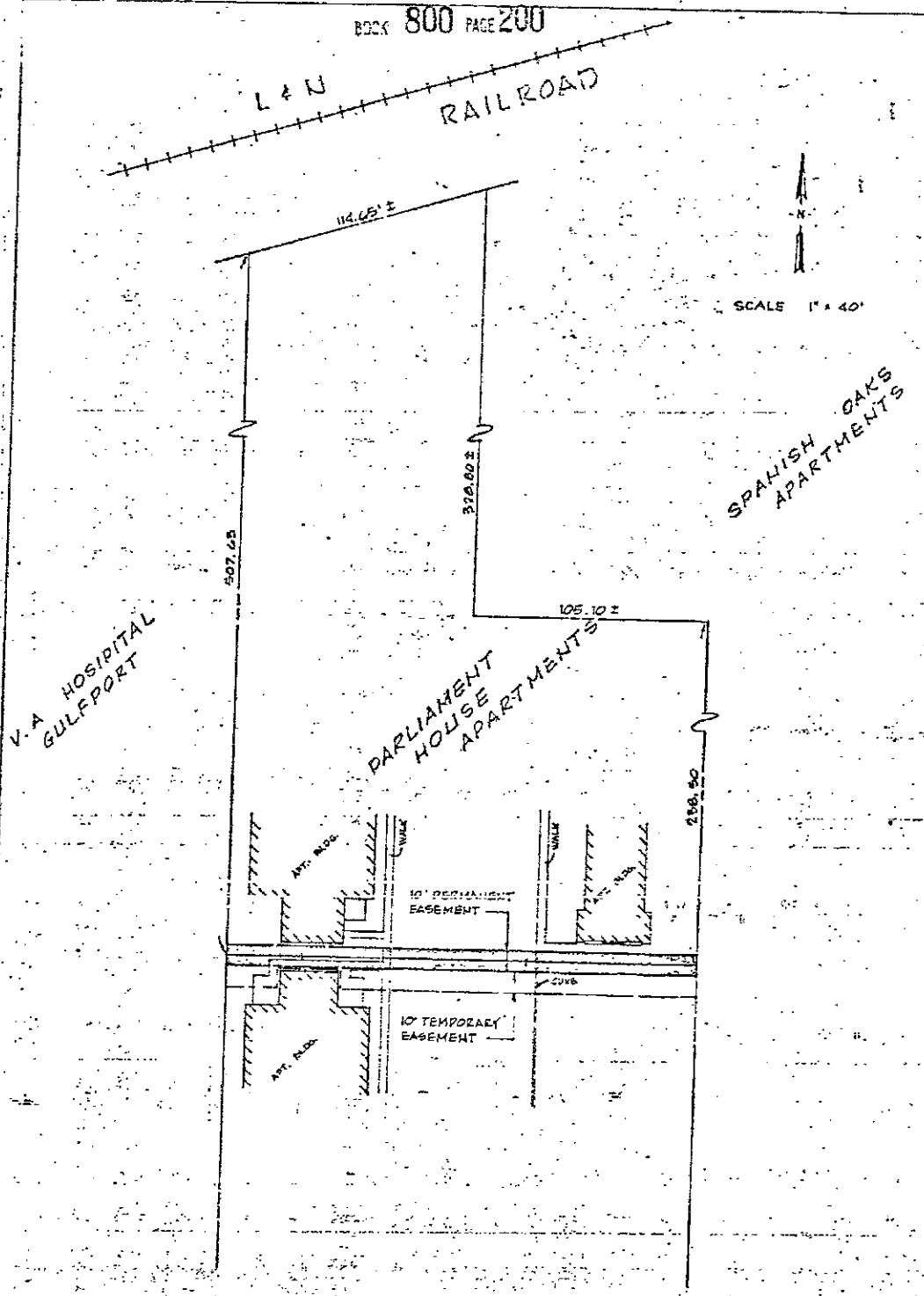
(S E A L)



L. M. Braswell
NOTARY PUBLIC

My Commission Expires:

My Commission Expires February 13, 1980



WATER LINE EASEMENT ACROSS
PARLIMENT HOUSE APARTMENTS

2905

STATEMENT OF FEES	
Filing	.05
Recording	150
15¢ per 100	
Griffiths	.50
Indexing	30
Perpetual Subdivision	
Total Fees	3.00
Map	5.35

STATE OF MISSISSIPPI, COUNTY OF HARRISON, FIRST JUDICIAL DISTRICT:

I hereby certify that this instrument was received and filed for record at 10 o'clock and 15 minutes P. M. on 20 day of May, A. D. 1917 and recorded May 22, 1917 in Records of Deeds

Book 800 Pages 198-200

G. N. Creel, Chancery Clerk

By J. B. Burdette, D. C.

REVIEWED

SCANNED

Prepared By & Return To:
Hugh D. Keating, Esq. MSB#3536
2909 13th Street - Suite 601
Gulfport, MS 39501
Ph 228-868-1111
#3393.0933 & 1529.0498
[Title Not Examined]



John D. Keating 1st Judicial District
Instrument 2021 1625 D - J1
Filed/Recorded 2/ 3/2021 11:00 A
Total Fees \$ 36.00
4 Pages Recorded

Index In: East ½ of NW1/4 of SE1/4 of
S9-T7S-R11W, Harrison County, MS.

STATE OF MISSISSIPPI
COUNTY OF HARRISON
FIRST JUDICIAL DISTRICT

QUITCLAIM DEED

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned as Grantor:

SOUTHERN MISSISSIPPI INVESTMENT CO., INC.
A Mississippi not for profit corporation
10441 Corporate Drive, Suite 1
Gulfport, MS 39503
Phone: 228-868-2311

does hereby sell, convey, release, transfer and quitclaim unto the following Grantee:

THE CITY OF GULFPORT, MISSISSIPPI
A Mississippi Municipal Corporation
2309 15th Street
Gulfport, MS 39501
Phone: 228-868-5700

any and all rights, title and interests that the Grantor may hold in and to the following described real property situated in the First Judicial District of Harrison County, Mississippi, and being more particularly described as follows:

See Exhibit "A" Attached hereto

including all lands, improvements, leases and appurtenances thereunto appertaining.

Further, Grantor does hereby cancel, terminate and release all of its leasehold rights, title and interest in and to that certain Ground Lease dated September 26, 2019 by and between the City of Gulfport, Mississippi and Southern Mississippi Investment Co., Inc., as Lessee, and all of its rights, title and interests as Lessor under that certain Lease and Option to Purchase dated September 26, 2019, by and between Southern Mississippi Investment Co., Inc., as Lessor, and the City of Gulfport, Mississippi.

This conveyance is subject to any and all recorded rights-of-way, restrictions, reservations, covenants and easements.

Witness my signature, this the 3rd of February, 2021.

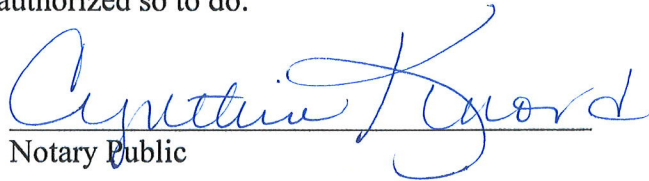
SOUTHERN MISSISSIPPI INVESTMENT CO., INC.
A Mississippi nonprofit corporation

By: _____

Leonard Bentz, II
President

STATE OF MISSISSIPPI
COUNTY HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this 3rd day of February, 2021, within my jurisdiction, the within named **Leonard Bentz, II**, who acknowledged that he is **President of Southern Mississippi Investment Co., Inc.**, and that in said representative capacity, he executed the above and foregoing instrument, after first having been duly authorized so to do.


Notary Public

My Commission Expires

7-12-2021



EXHIBIT "A"

Commencing at the NW corner of the East ½ of the NW 1/4 of the SE 1/4 of Section 9, Township 7 South, Range 11 West, Harrison County, Mississippi; thence run S 89 degrees 45 minutes 24 seconds E along the centerline of Dedeaux Road for a distance of 150.0 feet; thence South 42.5 feet to the South margin of Dedeaux Road. Said point being the POINT OF BEGINNING; thence S 00 degrees 09 minutes 25 seconds W a distance of 347.46 feet to an iron rod; thence West a distance of 21.27 feet to a point; thence S 05 degrees 07 minutes 43 seconds E a distance of 41.96 feet to a point; thence S 89 degrees 31 minutes 12 seconds W a distance of 247.02 feet to a point; thence N 01 degrees 45 minutes 16 seconds E a distance of 381.40 feet; thence S 89 degrees 45 minutes 24 seconds E a distance of 86.1 feet; thence N 19 degrees 14 minutes 39 seconds E a distance of 14.3 feet; thence N 05 degrees 33 minutes 51 seconds E a distance of 4.0 feet; thence S 89 degrees 45 minutes 24 seconds E a distance of 103.10 feet to the Point of Beginning.